NEW KENT COUNTY BOARD OF SUPERVISORS

August 11, 2025, 6:00 PM

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

A G E N D A

CALL TO ORDER

INVOCATION and PLEDGE OF ALLEGIANCE

ROLL CALL

CONSENT AGENDA

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

1. Approval of Minutes

a. March 26, 2025 Joint Meeting with Planning Commission Minutes
b. April 14, 2025 Regular Meeting Minutes

2. Miscellaneous

a. Approval of Monthly Financial Reports - May FY25
b. Approval of Agreement with Colonial Ford Truck Sales for the Purchase of Two Full-size Pickup Trucks
c. Approval of Agreement with Straight Cuts Tree and Lawn Care Service
d. Property Purchase and Sale Agreement for Tax Map Parcels 21-6 and 21-7B.
e. Property Purchase and Sale Agreement for Tax Map Parcel 3-1
f. Lease Amendment with Bridging Communities Regional Career and Technical Center Board of Control
g. Approval of Henrico Area Mental Health & Developmental Services Community Services Board Contract for FY26 and FY27 - Resolution R-27-25
h. Appropriation Request for Professional Lobbying and Government Relations Services

3. Refunds

a. REFUND - Real Estate Tax - Veteran Exemption - $2,760.76
b. REFUND - Ryan Homes - BP #24894-2025 - $511.50

4. Supplemental Appropriations

a. FY25 Supplemental Appropriations
b. FY26 Supplemental Appropriations

5. Interdepartmental Budget Transfers

a. FY25 Interdepartmental Budget Transfers
b. FY26 Interdepartmental Budget Transfers

6. Treasurer's Report

a. Treasurer's Report - June 2025

CITIZENS COMMENT PERIOD

RESIDENCY ADMINISTRATOR'S REPORT

PRESENTATIONS

ITEM 1 **Henrico Area Mental Health and Developmental Services Update** - *Executive Director Laura Totty*

ITEM 2 **Discussion of Drinking Water CIPs** - *Public Utilities Director Mike Lang*

ITEM 3 **Consider Exception Request of William Felts for Sections 98-1069(a)(10) and 98-1069(a)(12) of the New Kent County Code - Resolution R-26-25** - *Principal Planner Patrick Silva*

ITEM 4 **New Kent County Streetscapes Consultant Agreement Approval** - *Department of Transportation Development Director Amy M. Inman*

ITEM 5 **Resolution R-25-25, National Opioid Settlement with Purdue Pharma L.P. & Sackler Family** - *County Administrator Rodney Hathaway*

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 6 **Ordinance O-15-25, Amendments to Sections 70-196 and 70-197 of the New Kent County Code** - *County Administrator Rodney Hathaway*

ELECTED OFFICIALS REPORTS

STAFF REPORTS

OTHER BUSINESS

Consider Setting an August Work Session Date

APPOINTMENTS

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

ADJOURNMENT

Adjournment

MEETING SCHEDULE: The next regularly scheduled meeting of the Board of Supervisors will be held at 6:00 p.m. on Monday, September 8, 2025, and the next work session will be held at 9:00 a.m. on Monday, September 29, 2025 both in the Boardroom of the County Administration Building. The Board will also consider setting an August work session meeting during this meeting.

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.

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: 8/11/2025

Approval of Minutes

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	approve the Consent Agenda as presented and that it be made a part of the record. or I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:
Subject	March 26, 2025 Joint Meeting with Planning Commission Minutes
Issue	
Recommendation	Approval
Fiscal Implications	
Policy Implications	
Legislative History	
Discussion	

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

ATTACHMENTS:

Description	Type
March 26, 2025 Joint Meeting with Planning Commission Minutes (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	7/21/2025 - 4:49 PM
Administration	Hathaway, Rodney	Approved	7/22/2025 - 2:34 PM
Attorney	Hefty, Brendan	Approved	8/4/2025 - 12:01 PM

A JOINT MEETING OF THE NEW KENT COUNTY BOARD OF SUPERVISORS AND THE NEW KENT COUNTY PLANNING COMMISSION WAS HELD ON THE 26th DAY OF MARCH 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: BOARD OF SUPERVISORS CALL TO ORDER

Chairman Thomas W. Evelyn called the meeting to order.

IN RE: BOARD OF SUPERVISORS 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 Planning Commission members and turned the floor over to Planning Commission Chair Joseph C. Davis.

IN RE: PLANNING COMMISSION CALL TO ORDER

Chairman Joseph C. Davis called the Planning Commission meeting to order.

IN RE: PLANNING COMMISSION ROLL CALL

Patricia E. Townsend	Present
Tammy Johnson	Absent
John P. Moyer, Board Representative	Present
Jacob Dombroski	Present
Curtisa Thomas	Absent
Gary Larochelle	Present
Dr. Joanne K. Schmit	Absent
Van "Marc" Bennett, Vice Chair	Present
Laura Rose	Present
Rev. Dr. Milton Hathaway	Absent
Joseph C. Davis, Chair	Present

All Commissioners were present with the exception of Ms. Johnson, Ms. Thomas, Dr. Schmit and Rev. Dr. Hathaway. Chairman Davis turned the floor back over to Chairman Evelyn. (Rev. Dr. Hathaway joined the meeting at 9:10 a.m.)

IN RE: DRAFT NEW KENT 2045 COMPREHENSIVE PLAN

Senior Planner Todd Gordon with EPR, PC introduced Senior Planner Alan Simpson and reported their role had been to work with the County to update the Comprehensive Plan and position New Kent for a successful future. They were pleased to have the opportunity to meet with both the Planning Commission and Board of Supervisors and were very happy to be at this stage of plan development. He reported the plan had been updated, they had worked closely with the community, the plan had been shared publicly and was now ready for the Board's consideration. He expressed appreciation to Comprehensive Plan Steering Committee members who had been appointed by the Board of Supervisors to oversee the work. EPR had met regularly with the Committee to plan and promote public meetings, to

propose solutions, review draft plan elements and edit the final document. He also expressed appreciation to New Kent staff who had worked with EPR to put this draft plan together and said staff from almost every department had contributed in some fashion.

Providing brief background information, he reported a Comprehensive Plan was required by Virginia law to guide long-range decision making for land use and transportation. The last full update to New Kent's Comprehensive Plan had been in 2012 and there had been minor updates since. The County's current Strategic Plan, adopted in 2021, had set a vision, had set goals for the County's future growth and had touched on other areas of policy. The draft Comprehensive Plan used the Strategic Plan as a foundation, provided further analysis focused on land use and transportation, proposed tactics to achieve the vision and goals and provided tools and resources for decision making. The Comprehensive Plan would be used as a guidance document and was not a legal requirement as were some other regulations. The Comprehensive Plan would guide decision making in areas such as departmental plans, zoning, budgeting and land use approvals.

Population Projections – New Kent County had seen significant growth over several decades and was continuing to grow. The current population was a little over 27,000 and population projections from the Weldon Cooper Center (official State demographer) at the University of Virginia were forecasting just over 36,000 by 2050. Growth would continue to be an issue given New Kent's location between two major metropolitan areas and its transportation infrastructure. This population projection was consistent with growth New Kent had seen and represented approximately 9,000 potential new residents and 3,400 new households. He noted the County was planning for these new households and other things such as parks, schools and public safety which growth would require.

Public Input/Community Engagement – The cornerstone of updating this plan had been that it should engage the public and that the public should be a partner in updating the plan. This had been achieved through three phases of public engagement. The first phase had focused on understanding the community's vision and priorities for the future. A community survey seeking input on goals for the future, what they felt was going well, what they felt needed improvement, etc. had been conducted. The second phase of public engagement focused on land use and transportation with several interactive workshops being conducted. Transportation maps were provided and participants had been asked to mark where they felt growth did and did not belong and to note any transportation safety and traffic issues. Three separate meetings had been held in an effort to geographically cover the County. An online map had also been provided where the same type of input could be given. The third phase had included an open house where the information had been presented to the public, discussed and feedback received. These engagement opportunities had been promoted through the project website, social media, flyers, postcards mailed to every New Kent address, in-person promotion at local events and email lists. Every effort had been made to ensure all residents were aware that this work was in progress and to give them an opportunity to participate if they wished. All of the information gathered had been considered in the draft plan. He turned the floor over to Mr. Simpson.

Mr. Simpson reviewed how the plan was organized and pointed out the plan contained ten chapters including an introduction, demographics, economy, housing, natural resources, utilities, public facilities, transportation, land use and implementation. Each chapter included a summary of public input, data information and analysis, goals, tactics to achieve goals and metrics to measure progress over time. In addition to these chapters, four appendices including maps, a future land use matrix, proposed transportation projects and the VDOT six-year improvement plan had been provided. The summary of public input for each chapter included both positive and negative input and had been used to set the tone

for the chapter. Other resources included information on existing conditions, an analysis of growth and its impact on those conditions and guidance on future conditions. Each chapter included goals drawn from the Strategic Plan as well as tactics to achieve those goals. A great deal of time had been spent on the tactics to be sure they guided the plan in a desired fashion. Each chapter concluded with metrics including measurable data points to be used to track the implementation of the plan. He drew attention to slides providing samples of public input, goals and a tactics matrix. The implementation chapter included a table of all tactics throughout the plan as well as the responsible department, those playing supporting roles, the term of the work, general cost associated with the task and notes on necessary resources to achieve each tactic. Mr. Simpson turned the floor back over to Mr. Gordon.

Future Land Use – Mr. Gordon noted as Mr. Simpson had mentioned, the Comprehensive Plan was a ten-chapter document covering everything from economy to public facilities. He said two major items called out in State Code as requirements of a Comprehensive Plan were land use and transportation. Because these were required components, additional information had been included for each and he suggested the future land use map was probably the most important item in the plan. The future land use map was a generalized idea of the County's development pattern over twenty years. The map divided the County into place types where development would and would not be appropriate as well as what types of development would be appropriate. He pointed out that the updated map was not much different from the concepts that had been in the County's Comprehensive Plan for many years. Acknowledging that New Kent was a growing community, he noted there were places where development may be appropriate as well as places where members of the community did not want to see development. While development may be appropriate around interstate interchanges where transportation and utility infrastructure were available, there were also rural areas and river edges that should be protected if possible and where development would not be desirable. He drew attention to a future land use map divided into nine place types including conservation, agriculture/forestall, rural lands, hamlet, village, residential development, commercial, economic opportunity and industrial. These place types had been summarized in the Future Land Use Matrix. Use types were defined based on nine descriptors including intent, uses, density, building character, open and public space, connectivity, multimodal transportation, utilities and infrastructure and potential zoning. He reviewed specific information for the village place type noting the details provided for each matrix component.

He drew attention to the Future Land Use Map as well as a list of proposed changes and noted developments built or proposed since 2012 had been included on the map to be realistic about what had been built/approved. They had also looked at areas currently zoned industrial and had marked them within the industrial category. Suggested areas of change were marked alphabetically on the map and included:

A – This area was along Route 60 and was bordered by a number of village-designated properties. The recommendation was to include this area in the village designation.
B – Recommendation was to change from rural lands to residential development due to an existing proposed development.
C – This was industrial zoned New Kent Airport property which was recommended to be marked as industrial.
D – Rt. 249, Tunstall Road and Airport Road – This area had been designated as rural crossroads and was recommended to be changed to hamlet to reflect existing uses.
E – This was the location of the future Buc-ee's. This had been designated as residential development and was recommended to be marked as economic opportunity.
F – This area was designated as rural and was recommended to be changed to residential to reflect the existing subdivision (Cedar Lane Farm Subdivision).

G – This area was designated as rural and was recommended to be changed to residential to reflect a proposed development (Edenbridge Subdivision).
H – This property was currently marked as part of the Providence Forge Village. Given that the property was across a creek, the Steering Committee had suggested it may not be appropriate to include in village and recommended it be designated as rural lands.
I – This parcel had been marked as a part of the Providence Forge Village. The Steering Committee and staff had pointed out that this property was likely not environmentally suitable for any development. The recommendation was to mark it as conservation.
J – This property was near the Courthouse Village and was considered an area of potential development that could take advantage of the services available at the Courthouse.
K – This parcel had been designated as rural lands but was zoned industrial. The recommendation was for an industrial designation.
L – This area was in the Eltham Village and had been designated as rural lands but due to the existing lot subdivision pattern, should be designated as residential.
M – Recommended to be changed from rural lands to residential.
N – Rt. 249 and Henpeck Road – This area had been designated as rural crossroads and was surrounded by properties designated as village. The recommendation was to expand the village designation to include this intersection.
O – Recommendation was to change from rural lands to residential development due to an existing proposed development.
P – Recommendation was to change from rural lands to residential development due to an existing proposed development.
Q – This area had previously been a portion of a PUD and had been removed at the request of the property owner. The use of this land was deed restricted by the owners and was recommended to be designated as rural lands.
R – This was industrial zoned property around Exit 211 and the recommendation was for it to be marked as industrial.
S – This property was zoned industrial but designated as economic opportunity. The recommendation was to designate this as industrial.
T – Rt. 155 and Rt. 249 – This area had been designated as rural crossroads and included commercial and residential uses. The recommendation was to designate this area as hamlet where small commercial development may be appropriate.
U – This property was designated as rural but was recommended to be changed to residential to match surrounding uses.
V – This area was designated as rural crossroads (Rt. 60 and Rockahock Road) and was recommended for rural lands designation.
W – This was the Makemie Woods property owned by the County and located next to the Diascund Reservoir. This property had been designated as rural lands and was recommended to be changed to conservation.
X – This property was designated as rural crossroads (Rt. 249 and Rt. 33 interchange) and was located between properties designated as economic opportunity and industrial. It was recommended that this area be designated as economic opportunity.
Y - This property was located at the I-64, Exit 211 interchange and would be changed from residential to Economic Opportunity.

Noting the number of changes was not dramatic, he reported the idea had never been to completely renovate the idea about the future of New Kent but rather to make reasonable adjustments based on the location of utility service and transportation infrastructure as well as existing zoning. He noted some development over the past decade had been a little outside of the Comprehensive Plan so proposed revisions would also be realistic in terms of what had been built. Mr. Gordon turned the floor back over to Mr. Simpson.

Transportation - Mr. Simpson suggested the transportation chapter was the second most critical chapter and noted the County's pace of growth continued to put pressure on the road system with additional traffic passing through the area. He drew attention to a map depicting transportation projects for implementation or further study. These projects had been drawn from existing studies, public input, observed needs and the County's Board of Road Viewers. Recommended projects included both roadway projects as well as multimodal projects to address roadway, bike and pedestrian issues and roadway capacity. A list of all these projects had been included in the draft plan as Appendix C. The list included roadway recommendations, the location as well as transportation needs to be met. The plan also included examples of street sections for both residential streets and shared use paths. Noting that any new road developments in the County would likely be associated with new developments, he reported this chapter would include street design guidelines to help ensure street character and quality. He turned the floor back over to Mr. Gordon.

Mr. Gordon noted this had been their attempt to summarize a 100-page Comprehensive Plan in fifteen minutes. He suggested there was nothing in the proposed revisions that anyone would find as a shock and he again noted the purpose of the project had been to update the Comprehensive Plan and not recreate it. He stressed that input from the public had been extremely important to guiding the proposed document and noted that while the public understood the growth issues, they wanted to see a balance between growth and preservation. Many, concerned about the rate of residential growth, had expressed concerns that they were not seeing commercial services and employment to serve residents. He said this was not a drastic change to the previous Comprehensive Plan and they felt it was a realistic look at how New Kent may grow in the future and what could be done to help it grow successfully. He entertained questions.

Mr. Evelyn thanked Mr. Gordon and Mr. Simpson for the presentation. He also expressed appreciation to all present who had played a role in the work on this extremely important plan. He noted New Kent was between Richmond and Williamsburg and they wanted to grow right with a goal of keeping the rural character. He opened the floor to questions from Board members. There being none, he turned the floor over to Mr. Davis.

Mr. Davis called for questions or comments from Planning Commissioners.

Ms. Townsend questioned the difference between agriculture and rural land? Mr. Gordon reported much of the difference was based on County zoning categories. Agricultural land was defined as farm land and he noted New Kent had a farming economy many hoped would continue to be strong. Rural lands were areas where people were living and, in some cases, building small subdivisions.

Rev. Dr. Hathaway noted given New Kent's location between Richmond and Williamsburg, there were many historic sites within the County and he questioned how these sites would be protected? Mr. Gordon reported there were a number of things that could be done to protect historic sites. Legal regulations such as the Zoning Ordinance could be used to address protecting historic sites and he noted it could also be possible that additional development review would be required in a historic district or along scenic corridors. He said there was a lot a locality could do to give teeth to historic preservation. He also stressed the importance of promoting historic sites and to make residents aware of resources available to them if they owned a historic site.

Mr. Bennett asked if Mr. Gordon could give an idea of the level of compression from the 2012 plan to the proposed revised plan? He remembered the old plan having many tactics and noted the new plan had been pared down considerably. Mr. Gordon reported it had

been their goal to make a more compact easy to use plan and the new plan relied much more on non-text information such as maps, diagrams, drawings and charts. They had also spent a lot of time on the list of tactics including individual actions the County may take in order to achieve the goals expressed in the Comprehensive Plan and Strategic Plan. He said it was a relatively short list of tactics and noted a long "to do" list could sometimes be daunting. The tactics were specific enough to give guidance but not so specific as to dictate to County departments. A chart of tactics in the implementation chapter contained information on who (which department) would be responsible for leading each tactic, how long it may take to complete and a general idea of associated costs. Tactics included both short-term and long-term items as well as relatively inexpensive and much more expensive items. They had tried to not let the Comprehensive Plan be an unrealistic wish list but a more realistic look at what could be accomplished within the next few years.

Noting that in addition to serving as Chair of the Planning Commission, he also served as Chair for the Comprehensive Plan Steering Committee, Mr. Davis expressed appreciation to staff, Commissioners, committee members and EPR for their hard work. Committee members in attendance were asked to stand to be recognized. He believed a good job of reaching out to the public had been done and the input received had been valuable. He also believed the draft Comprehensive Plan reflected what the community wanted and that the future direction should be balanced. While many would like to see commercial growth to shorten trips to retail establishments and services, they also wanted to be able to enjoy a beautiful drive in the country. He again noted it was about balance and expressed appreciation for the work done. He turned the floor back over to Mr. Evelyn.

Mr. Evelyn said the Board of Supervisors had no further comments or questions and turned the floor back over to Mr. Davis for the Planning Commission to adjourn.

Mr. Davis thanked Mr. Gordon and Mr. Simpson for their presentation and called for a motion for the Planning Commission meeting to adjourn. The Planning Commission adjourned at 9:27 a.m. Mr. Evelyn called for a brief recess at 9:27 a.m. The Board of Supervisors reconvened at 9:34 a.m.

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

New Kent Department of Social Services (DSS) Community Resource Coordinator Shana Abdus reported she had started a nonprofit organization known as "My Sister's Hope." The organization's mission was to provide stability to vulnerable populations by galvanizing community partners and creating stability for those in need. She had fallen in love with New Kent when she had moved here but noted that no one knew there were unhoused people and people with other needs. In her DSS role, they had been able to identify people who needed help but they wanted to not be a handout organization but rather work to help people stabilize. She said some individuals going through a crisis did not know what to do, what resources were available or what their options may be. My Sister's Hope was using the community and community partners to help get the word out. The organization's vision was to provide resources to underserved people to promote self-sufficiency and stability. Their values revolved around restoring dignity, regaining power and rebuilding lives.

My Sister's Hope had taken over the New Kent County Public Schools Backpack Program for the 2024-2025 school year. They had started with providing support at New Kent Elementary and New Kent High School but were currently providing support at all five County public schools. New Kent High School and New Kent Middle School had programs called the "Giving Tree" where breakfast snacks were provided. She specifically noted the

High School where there were 72 classrooms and reported each classroom was provided a box filled with breakfast snacks for any student who may not have had an opportunity to have breakfast. These snacks were helping students focus more on their lessons and not on hunger. She drew attention to a chart of statistics on the backpack program and noted almost 100 elementary families had been given assistance. They were continuing with rolling out the "Giving Tree" program at New Kent Middle School and expected all classrooms to be provided with a breakfast snack box by the beginning of the next school year. They had worked on projections for the numbers expected to be served and the cost. She reported the number of families at New Kent Elementary had remained steady, there had been a slight uptick at G.W. Watkins Elementary and a big increase in Quinton Elementary school. She stated this was a weekly supplemental food program and that they were packing backpacks with breakfast, lunch, dinner and a snack for Saturday and Sunday. These meals were sent home with students on Fridays and the backpacks were returned on Mondays to be refilled. This was done weekly throughout the entire school year. Reported statistics for this program included:

- They were currently serving 95 families in New Kent with a total of 238 children.
- The cost was approximately $4 per child per week.
- The cost for one week's worth of backpack meals for their entire program was $952.
- The cost for one full school year of the program was $38,080.
- Administrative and operating costs were not included.
- They were utilizing volunteers from churches and businesses in the community.
- These figures did not include donations to the Middle School and High School breakfast programs. She noted it was difficult to get number of students served at the Middle School and High School because any kid was able to get items as needed.

They relied heavily on community partners and churches to support the program both financially and with food donations. She noted the list was not all inclusive but included many of the early supporters of the program. Among those listed were:

- New Kent Christian Center
- St. Luke Baptist Church
- Proclaiming Grace Outreach
- Corinth Baptist Church
- Liberty Baptist Church
- LaSertoma
- Providence Forge Presbyterian Church
- Providence Forge United Methodist Church
- Mount Pleasant Baptist Church
- Mount Calvary International Church
- Hopewell Baptist Church
- The Forge Partners
- Francisco Robinson Realty
- JC Pallet Company
- New Kent County Public Schools
- Colonial Downs
- New Elam Baptist Church
- Mount Pleasant Baptist Church
- Mount Calvary International Church

She noted the feeding program was just one aspect of what "My Sister's Hope" was doing to support families. Another aspect was the "Hope Housing Program." This program had just rolled out earlier this year and was focused on housing revitalization, stability and education. She again noted galvanizing community partners was a big part of this program. The following partnerships had been formed:

- Habitat for Humanity – Hosting a 2025 Fall Housing Repair Blitz. James City County was currently conducting a similar blitz and she was watching their program to learn as much as possible to make for a smoother implementation of New Kent's program. Plans were to repair four homes. She noted this was all they could move forward with due to the number of available volunteers and funding. Four to five houses had been identified in each district that could use this housing blitz. While they wanted to help people in every district, they would be starting with only one but the decision on which district would be assisted first had not been made. This would be a program that could be done year after year and eventually all districts would be assisted.
- Proclaiming Grace Outreach (PGO) - PGO was serving New Kent County through making small home repairs, ramps, roofs and stairs. PGO was currently covering the cost but Ms. Abdus suggested it may become necessary at some point to assist with some costs as PGO was receiving an overwhelming number of individuals needing this assistance.
- The Span Center – The Span Center was helping seniors and disabled citizens with housing repairs on a case-by-case basis. She noted they had limited funding but would assist New Kent clients who had been referred by DSS when they could.
- Partnership Housing Incorporated – This was another nonprofit organization providing assistance in the Lanexa area.
- Project Homes – This program focused on home weatherization.

She reported they had a list of individuals in homes needing repair and many of them had already been referred to various organizations. She drew attention to and reviewed the timeline for the fall housing blitz and noted marketing and the application process would start approximately four months ahead of the scheduled work day. She said the Hope Housing Program was a member of the Greater Richmond Continuum of Care which provided access to resources and information on diversion and homelessness. They were also partnering with Baylands Credit Union and Citizens and Farmers Bank to host credit confidence/financial assistance classes and were also providing renter education resources.

Another aspect of "My Sister's Hope" was called "Hope Families." Hope Families was providing assistance to families who were struggling, in crisis and needing support. This program worked with homelessness prevention and was providing resources. She said they had recently assisted a grandfather/granddaughter with finding suitable housing and furnishings. They were currently in need of a washer and dryer and community partners were working to fill that need. She reported there were currently four Hope Families totaling six adults and ten children. Two families were living at the Star Motel, one was in a bad rental situation and one was living in a vehicle. They were actively working with these families to provide stabilization and to help them become self-sufficient. Families were asked to provide data including if they were unhoused, renters or homeowners as well as if they were unemployed, had no transportation or were a single parent or a veteran. This information was used to link these individuals with specific resources available for each of these categories. She also reported they were partnering with community businesses who were in some cases able to provide a vehicle as an in-kind donation. They continued to work diligently to develop partnerships to assist with providing stabilization for families. She entertained questions and noted they were here to serve.

Mr. Evelyn thanked her for her presentation. He noted this was great work they were doing for New Kent. He opened the floor to comments and questions from the Board.

Mr. Stiers noted total agreement with Mr. Evelyn and reported he had worked with Ms. Abdus and agreed that she was doing a fantastic job. He reported the Forge Foundation had worked with New Kent County Schools Director of School Nutrition Leslie Smith to assist students in need. He said there were students in the community who qualified for free

lunches but there were also students who did not qualify but could not afford to buy lunch. The Forge Foundation had been feeding these students lunch every day all year long. He noted he was in there like Ms. Abdus doing all they could to help New Kent families and he expressed appreciation to her for all she was doing.

Ms. Pearson thanked Ms. Abdus for this service and noted it was a wonderful resource. She asked her to reach out to Board members when the homes to be renovated were identified. She reported she was also a member of LaSertoma and she was sure there were members who would love to help. She again expressed appreciation to Ms. Abdus for all she was doing and noted she was thrilled that she was serving on the Housing Advisory Committee. She felt it was wonderful that they were concentrating on homes that were already in New Kent and the safety of those homes for current residents.

Ms. Stewart echoed the appreciation and expressed appreciation for Ms. Abdus' recognition of the value of data in the presentation. She said the data would be the foundation of how the programs would continue to function. She noted Ms. Abdus had reported families in the backpack program were self-selecting into the program. She asked Ms. Abdus if there was any income verification or if completing an application was all that was needed to receive resources? Ms. Abdus reported there was no income verification and those completing the application were given resources. She said there were some families who may be in need but may not meet income requirements for some programs. She reported she had been one of those families that had benefited from The Forge Foundation. She expressed appreciation to Mr. Stiers for this and noted there had been one year when the cost of lunches for her children had been paid and she had not known how or who but she had thanked God. She had later found out it had been The Forge Foundation and she had been able to connect with them to help other families. She again noted they did not ask for income information but the free and reduced lunch data from County schools was used when they were working to get program support from Feed More. She reported 30-31% of students qualified for free or reduced lunches but this was not used as a criterion for selecting families. Families were encouraged to get what they needed.

Mr. Moyer thanked Ms. Abdus and expressed appreciation to her for serving on the Housing Advisory Committee. He reported serving on this committee had softened some of his attitudes toward the world and what he was seeing in New Kent. He reported a question that had been raised had been if the home was repaired, would the assessment go up? He said some residents had indicated they would forego repairs if it meant they would have to pay more taxes. He said there were ways to put an abatement on increased assessments and he added that they did not want anyone to be afraid to reach out and say they needed weatherization or a new roof. He asked if there was any kind of "ask" that the Board should look at in terms of funding for revitalization of existing homes? Ms. Abdus said that one of the purposes of introducing My Sister's Hope to the Board was so they would know what they were doing in the community and that when the "ask" came, they would understand the reason. In regard to tax abatement, Ms. Abdus suggested people were not worried about the taxes. She noted many of the homes needing work were smaller and when floor boards, bathrooms and stairs were improved, there was significant improvement in quality of life. Many of these improvements were making it easier for residents to age in place.

Mr. Evelyn thanked Ms. Abdus for the presentation.

IN RE: ADOPTION OF RESOLUTION R-07-25 RECOGNIZING HENRICO COUNTY ALUMNAE CHAPTER OF DELTA SIGMA THETA SORORITY, INC. FOR ITS 25TH YEAR ANNIVERSARY

Before the Board for consideration was Resolution R-07-25 recognizing the Henrico County Alumnae Chapter of Delta Sigma Theta Sorority, Inc. on the occasion of its 25th year anniversary. Ms. Pearson reported this request for a recognition resolution had come to her from the Henrico County Alumnae Chapter of Delta Sigma Theta Sorority, Inc. She noted today was actually the 25th anniversary of this chapter and, if approved, the plan was to present the fully executed resolution to Ms. A'tasha Christian and several other sorority representatives at the Board's next regular meeting. She pointed out that the resolution contained information on some of the many wonderful things this sorority was doing for the community. She noted New Kent County residents were also members and she asked her fellow Board members to consider adopting the proposed resolution.

Ms. Pearson moved to adopt Resolution R-07-25 recognizing the Henrico County Alumnae Chapter of Delta Signa Theta Sorority, Inc. for its 25th year anniversary. 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: FY24-25 BUDGET AMENDMENT – APPROVING AN APPROPRIATION IN THE AMOUNT OF $800,000 – RESOLUTION R-08-25

Before the Board for consideration was Resolution R-08-25 to amend the fiscal year 2024-2025 budget by approving an appropriation in the amount of $800,000. Financial Services Director Richard E. "Tripp" Lawrence, III reported this appropriation was in regard to the City Center Court Roadway Expansion Study. This process had begun in May of 2024 with a VDOT Economic Development Access Grant and since that time, staff had brought a number of related items to the Board including grant approval, a resolution in lieu of surety (R-24-24 adopted 9/24/24) as well a request to authorize the County Attorney and County Administrator to negotiate for the local grant match from the developer. Resolution R-08-25 would be the final piece of the puzzle. He said this would have no local financial impact as the local match would be provided by the developer. He entertained questions.

Mr. Evelyn noted the Board had been briefed on this item several times and asked if there were any additional comments or questions? There being none. He entertained a motion.

Ms. Pearson moved to adopt Resolution R-08-25 to amend the fiscal year 2024-2025 budget by approving the appropriation of $800,000 for the City Center Court Roadway Expansion Study. 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: FY26 BUDGET DISCUSSION

Financial Services Director Richard E. "Tripp" Lawrence, III provided an overview of budget updates since the last budget discussion. The overview included:

- School Capital Transfer: 1:1 Initiative - $300,000 – This item had been left out of the recommended budget prepared by Finance and presented to the Board during the March 10, 2025 regular meeting. The funding source supporting this transfer would be Capital Fund Balance and no funding adjustment outside of the Capital Fund would be required.
- Colonial Downs Revenue Adjustment $3,035,147 – The initial projection for Colonial Downs revenue had been based on a very conservative increase given the uncertainty surrounding the potential budget amendments being considered by the General Assembly. Now that there was a clearer picture on how and when the New Kent County share of revenue would be impacted, the initial projection had been revisited and increased from $13,121,000 to $16,156,147. A model based on a 24-month rolling average with the growth being applied to each month of the prior fiscal year had been used to make this projection. This difference of $3,035,147 would be moved to a contingency line while the Board finalized the budget over the next few weeks.

Ms. Pearson noted the $16,156,147 in revenue would be in FY26. Mr. Lawrence confirmed. Ms. Pearson stated that they assumed this could go down a bit in FY27. Mr. Lawrence confirmed. Ms. Pearson noted the decrease would be due to allocations to other localities. Mr. Lawrence confirmed. Ms. Pearson stated the $110,000 (New Kent could collect) per day for the number of race days would offset some of the decrease. (This was a provision in the new legislation authorizing allocations of revenue to other localities.) Mr. Lawrence agreed and noted a decrease in overall revenue would be seen but it would not be as detrimental as originally thought. He suggested the changes in legislation would result in the County's annual revenue from Colonial Downs being closer to the level two years ago. Ms. Pearson asked if a preliminary projection for FY27 was available? Mr. Lawrence reported he had run a scenario based on 44 days rather than 55 which would result in the figure being off by approximately $1 million but suggested the annual revenue would be close to $10 million.

Mr. Lawrence noted there were several upcoming items that may impact the budget. He reviewed the following:

- Public Hearing on Fees – Two separate public hearings on fees had been scheduled for the April 4, 2025 regular meeting of the Board of Supervisors. The first hearing would be to amend Appendix A of County Code for Public Safety and Building Fees. Advertised adjustments would include increases to the zoning certification fee and building permit fee for residential and accessory structures. Due to public hearing notice timeline requirements, staff had not been able to have a deeper conversation with the Board prior to the advertisement of these adjustments but he noted Director of Community Development Josh Airaghi was available to answer questions. The second hearing would be to amend Appendix A by removing Public Utilities fees and establishing Appendix B that would be specific to Public Utilities fees and include any fee changes for the coming fiscal year. Staff felt splitting the fees into separate appendices would decrease any issues navigating the document. In regard to the proposed $0.03 tax increase, Mr. Lawrence reported that while the advertisement had been for a $0.03 increase, it did not necessarily mean the increase would be $0.03. He noted the Board could always go lower than $0.03 but could not go higher.
- Public Utility Business Plan Refresh – He reported they had met with Davenport (County Financial Advisors) the day before and were working to finalize remaining outstanding items which could impact the final budget for Public Utilities. Once the final figures were solidified, staff would present the adjustment to the Board.
- Finalizing Health Insurance Premiums – A 7.3% increase in health insurance premiums was to be absorbed 100% by the County and had been included in the recommended

budget. The Local Choice was requiring the submission of finalized premiums by April 1st. While this would not have an impact on the budget, staff was seeking Board approval to move forward with submitting the premium structure as presented.

Mr. Evelyn opened the floor for questions.

Ms. Pearson asked how the $2.25 building permit fee compared to other localities? Mr. Airaghi reported the County's residential building permit fee structure was based on an estimated market value per $1,000 as well as a base fee. The base fee was currently $2.00 and they were proposing to increase this to $2.25. He said the total building permit fee to be paid on a standard 2,000 square foot home with an attached garage, deck and porch would be a little on the high side compared to other localities but also noted the zoning verification fees would be lower in New Kent compared to other localities. He reported the USBC (Virginia Uniform Statewide Building Code) limited a locality on what fees could be charged to support the function of the Building Division. He reported they had not taken a comprehensive look at all building permit fees but noted residential was a big driver. They had developed a fee calculation that would cover the increase in potential operational costs associated with a proposed new Permit Technician position and a Building Inspector position upgrade. The intent was to take a comprehensive look at all Community Development Department Fees as a part of the Development Ordinance rewrite that would be coming in the next eighteen to twenty-four months. He stressed that they wanted to be sure the fees charged were covering staff time involved in reviewing site plans, environmental permits, building permits, etc. without putting additional burdens on developers and residents. Ms. Pearson asked how strict the USBC was and did it specifically state only the Building Department? She asked if other departments were not providing support? Mr. Airaghi agreed other departments were providing support but he believed the USBC was specific to the Building Division function. He believed there was some flexibility and noted Administration, Human Resources and County Attorney were also involved. County Administrator Rodney Hathaway noted he also believed the County was changing the valuation of homes too and he did not believe this had been mentioned. Mr. Airaghi agreed and reported the current residential building permit fee was based on an estimated market value per $1,000 with the base fee then being applied to the overall valuation. The current valuation per square foot was $128 and this had not been changed in a decade or more. The market had changed and New Kent's valuations were sitting very low compared to market sales prices. To stick to the $2.25 per square foot proposed fee, they were also proposing that the square foot valuation be increased to $150 per square foot. He noted this would still be lower than market sales prices but would cover potential increased operating costs of the Building Division. Ms. Pearson asked if increases were made both ways, wouldn't it generate more than the estimated $80,000 in increased operating costs. Mr. Airaghi reported they knew what the general operational increase would be with the proposed positions and proposed COLA (Cost of Living Adjustment) so they had worked backwards using a combination of both increases. They had considered several scenarios with just increasing the valuation which had netted more income to the County but they had felt this drove the valuations of the homes too high so they had gone with a lower valuation and a slight adjustment to the base fee. Staff felt this had resulted in a good valuation for the home while still increasing the revenue enough to cover anticipated operational increases. Ms. Pearson asked how this was checked by the building industry? Mr. Airaghi reported the HBAR (Home Builders Association of Richmond) kept tabs on this and the department was also submitting state levies and reports quarterly. A portion of the building permit fee was a surcharge that was paid to the state and they were using this revenue for training and classes for building inspectors, officials and plan reviewers. Mr. Hathaway noted revenues were also reported to the Virginia Department of Housing and Community Development along with building permit fees on a monthly basis.

Mr. Lawrence asked if there were any additional questions? There were none. He encouraged Board members to feel free to reach out to him and noted he would be happy to provide any information they may need.

IN RE: OTHER BUSINESS – PLANRVA CITIZEN TRANSPORTATION POLICY ORGANIZATION COUNTY REPRESENTATIVE

Mr. Evelyn reported he had received an email from Lisa Guthrie, New Kent's citizen representative to the PlanRVA Transportation Policy Organization (TPO) committee. She had noted that although her appointment would not expire until December 31, 2025, the TPO began planning for the upcoming year in July. She was not interested in being reappointed and felt it would be best if New Kent found another representative who could begin serving in July. Mr. Evelyn noted this was a County-wide position and asked Deputy Board Clerk Wanda Watkins to add this to the list of proposed motions to be considered at the Board's next meeting. He said Ms. Guthrie had served for over twenty years and he asked fellow Board members to consider if they may have any constituents interested in serving. Mr. Moyer noted an alternate representative to this committee was also needed.

IN RE: OTHER BUSINESS – ELTHAM VOTING PRECINCT UPDATE

Electoral Board Chairman Charles E. Moss, Sr. thanked the Board for the opportunity to present information on an issue they were experiencing. He said the Board had always been very supportive of the Electoral Board throughout the years. They had always been able to have modern voting equipment and free and fair elections. He added that New Kent had not experienced a lot of the problems noted in other localities and that most candidates had been satisfied with the outcomes. He wished to discuss issues they were experiencing with the Eltham Precinct and said he believed the Board was familiar with this situation. He reported they were having difficulty locating a suitable facility to serve as the polling place for the Eltham Precinct. They had lost the use of Whitmore Chevrolet approximately two years ago and County Administrator Rodney Hathaway had assisted with locating another facility but that facility was no longer available (vacant rental property for which a long-term lease was now in place). He reported there was no public meeting place or school located within District Five. St. Luke Baptist Church had stepped up and offered the use of their facilities but he suggested it was only suitable for a small turnout such as a primary. The Electoral Board was asking for the Board's approval to use St. Luke Baptist Church for a primary election this year. He appealed to the Board to do what they could to find a permanent place to serve as the voting precinct. He said his desire would be some type of public meeting place, a recreation center or possibly a school in that area so they would have a place with ample parking to handle the number of voters. He noted New Kent was growing and District Three was now the largest with over 3,300 registered voters at the Watkins Precinct alone. While the Watkins facility provided ample parking, he suggested they would need to find places that could provide more parking as well as larger spaces for the precinct. He said many precinct owners were not charging for the use of their facilities because they were dedicated to and cared about voting. He stressed that the Electoral Board wanted to be sure they had proper places for the voting public. He expressed appreciation to the Board for all the assistance they had received from the Sheriff's Office and Public Works over the years. He also thanked the Board for the much-needed equipment they had provided over the years. He asked the Board to consider approving the use of St. Luke Baptist Church and noted the Electoral Board had a short time to get this approved by the State. He had spoken with the leaders of the church and reported they had indicated future plans included upgrading some facilities but he noted that would be costly and he wasn't sure how soon this would be done. He noted that when he looked at

the layout of New Kent, he saw needs specifically in the eastern end of the County and they needed some kind of a meeting place, a recreation center or a sports facility. He added that he lived in the eastern end of the County and there was nothing provided for them and he urged the Board to help them and to do what they could.

Mr. Evelyn thanked him for his update and noted he believed Mr. Moss would be sending information to Mr. Hathaway to move forward with the use of St. Luke Baptist Church for the primary election. Mr. Hathaway said changing a precinct would require a New Kent County Code change which required conducting a public hearing and there should be sufficient time to advertise this for the Board's May regular meeting. Mr. Evelyn asked if anyone had any issues or concerns with this?

Mr. Stiers asked if this change would also have to be approved by the Department of Justice? Mr. Hathaway confirmed.

Ms. Stewart asked if a waiver was available to have a voting precinct a certain distance outside of the district if there was no available location and if so, what was that distance? Mr. Moss and New Kent Voter Registrar Simone Thornton both reported a waiver was available and the distance was one mile. Mr. Moss reported New Kent's Southern Branch precinct at Providence United Methodist Church was not located within District One. Ms. Stewart stated the only concern she would have at this moment would be having a different location for the primary and the general election. She believed voters in Eltham had been extremely confused about where to vote in the last election even though they had been property noticed. She added that she was concerned that voters would be even more confused with two different locations. Noting the options were limited, she felt this should be seriously considered when making a decision. Mr. Moss stated the Registrar's Office would notify every voter of the new location. Mr. Evelyn stated the Board would work with him and thanked him for the information.

IN RE: OTHER BUSINESS – MAKEMIE WOODS

Ms. Stewart reported on a recent visit to the Makemie Woods property. Parks and Recreation Director Kim Turner, County Administrator Rodney Hathaway, Parks Maintenance Supervisor Todd Mincemoyer and she had met with PlanRVA representatives to walk the property. The discussion had been very positive and had included some broad next steps regarding what PlanRVA could offer, what the Board could consider and what options Ms. Turner thought would be in the best interest of Parks and Recreation. She stated there was some positive movement going forward.

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 performance. 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. Members left the dais at 10:24 a.m. and returned at 10:36 a.m.

Mr. Stiers 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.

Ms. Pearson 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, April 14, 2025 and the next work session on Tuesday, April 29, 2025 both in the Boardroom of the County Administration Building.

Ms. Stewart 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 10:37 p.m.

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: 8/11/2025

Approval of Minutes

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	approve the Consent Agenda as presented and that it be made a part of the record. or I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:
Subject	April 14, 2025 Regular Meeting Minutes
Issue	
Recommendation	Approval
Fiscal Implications	
Policy Implications	
Legislative History	
Discussion	

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

ATTACHMENTS:

Description	Type
April 14, 2025 Regular Session Minutes (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	7/29/2025 - 10:15 AM
Administration	Hathaway, Rodney	Approved	7/29/2025 - 10:15 AM
Attorney	Hefty, Brendan	Approved	8/4/2025 - 12:00 PM

A REGULAR MEETING WAS HELD BY THE NEW KENT COUNTY BOARD OF SUPERVISORS ON THE 14TH DAY OF APRIL 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.

IN RE: INVOCATION AND PLEDGE OF ALLEGIANCE

The Rev. Dr. Milton Hathway with Embracing the Beloved Community gave the invocation and led the Pledge of Allegiance.

IN RE: ROLL CALL

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

All members were present. Mr. Evelyn welcomed everyone.

IN RE: CONSENT AGENDA

The Consent Agenda was presented as follows:

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 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.
   d. Approval of Agreement between New Kent County and Logan Systems, Inc.
   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 - $3,020.88
   d. REFUND – Application for Street Designation for Golf Cart & Utility Vehicle Use, Deborah Joy Langdon & Roy Patrick Langdon, II - $250

4. FY25 Supplemental Appropriations
   a. Animal Shelter Donations - $680.

b. 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.
c. 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.
d. Farmers Market - Registration Fee, $75.
e. Photo Speed Enforcement Funds - Blue Line Solutions LLC, $11,005.
f. Restitution Funds - Sheriff: Martin & Carol Williams ($45.88), Michael Morman ($600), and Casie Ireland ($1,774), $2,419.88.
g. Litter Prevention and Recycling Grant - Virginia Department of Environmental Quality - $11,097.07.
h. Opioid Abatement Program - $3,361.55.
i. 2024 Emergency Management Performance Grant – Virginia Department of Emergency Management - $27,932.
j. Virginia Department of Criminal Justice – Department of Criminal Justice - $884
k. Interest Income for 2022 W&S Bond - February 2025 -$15,627.80.
l. Interest Income for EDA Series 2022 Lease Revenue Bond – February 2025, $19,503.73.
m. Sale of Surplus Ambulance – St. Thomas Rescue Organization - $21,000.
n. 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)

5. Interdepartmental Budget Transfers
   a. Administration – From Contingency to Professional Services, $3,564.47.
   b. Finance – From Colonial Downs Reserve for Future Projects to Transportation Facility Renovation, $84,804.30.

6. Treasurer's Report – Cash as of February 28, 2025, $126,970,685.42 including escrow funds.

Mr. Evelyn called for comments, questions or concerns regarding the Consent Agenda.

Ms. Pearson requested that Item 2.b. - Resolution R-10-25 Requesting the Designation of the Current New Kent Post Office as the Patricia A. Paige Post Office Building be removed and considered separately under Special Presentations.

Mr. Evelyn called for additional comments, questions or concerns. There were none. He entertained a motion.

Mr. Moyer moved to approve the Consent Agenda as presented and that it be made a part of the record with the following change: Item 2.b. Resolution R-10-25 Requesting the Designation of the Current New Kent Post Office as the Patricia A. Paige Post Office Building

be removed from the Consent Agenda and considered separately. 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: SPECIAL PRESENTATION – RESOLUTION R-07-25 RECOGNIZING THE HENRICO COUNTY ALUMNAE CHAPTER OF DELTA SIGMA THETA SORORITY, INC. FOR ITS 25TH YEAR ANNIVERSARY

Resolution R-07-25 recognizing and commending the Henrico County Alumnae Chapter of Delta Sigma Theta Sorority, Inc. for its twenty-five years of service had been adopted by the Board on March 26, 2025. Ms. Pearson noted this was the 25th anniversary of the Henrico County Alumnae Chapter of Delta Sigma Theta Sorority, Inc. and she invited Chapter President Rylanda Thornton to the podium to receive the resolution. Sharing from the resolution, Ms. Pearson noted Delta Sigma Theta had been 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. Its purpose was to provide assistance and support in local communities throughout the world. Since its founding, more than 300,000 women had joined the over 1,000 collegiate and alumnae chapters worldwide. The Henrico chapter served not only Henrico County but also New Kent and Charles City Counties. Its members were bringing a variety of professional, organizational, social and recreation interests all of which were assisting in its mission to perpetuate the Sorority's goals, values and principles. The resolution noted the Sorority's major programs were based upon its five-point programmatic thrust which included:

- Point One – Economic Development – Implementing financial planning workshops for youth initiatives and annual scholarships for rising college freshmen.
- Point Two – Educational Development - The Dr. Betty Shabazz Delta Academy was enhancing the education of females ages 11 to 14 and the Delta GEMS (Growing and Empowering Myself Successfully) was enriching the lives of African American at-risk girls ages 14 to 18.
- Point Three - International Awareness and Involvement - Annual donations were made to the Mary Help of the Sick Mission Hospital and annual water well contributions via Vision World and Delta Sigma Theta Sorority, Inc.
- Point Four - Physical and Mental Health – They actively participated in the National Alliance on Mental Illness (NAMI) as well as Sickle Cell Anemia and St. Jude's walks and an annual health fair "Unlocking the Key to Health – Journey to Wellness."
- Point Five - Political Awareness and Involvement - They encouraged local voter awareness, education and registration; partnered and actively participated in Delta Days at the Virginia General Assembly and in legislative campaigns to uplift the community and encourage change.

Ms. Pearson presented the resolution to Ms. Thornton and invited her to speak.

Ms. Thornton thanked the Board for this wonderful resolution. She reported the Henrico Chapter was a community-based service helping the community in many ways from education to the homeless and elderly and they were excited to work with New Kent. She

reported programs specifically for young adults were meeting once a month and included the Delta Academy and the Delta GEMS. On behalf of the three-hundred-member chapter, she thanked the Board for this recognition.

IN RE: SPECIAL PRESENTATION - RESOLUTION R-10-25 REQUESTING THE DESIGNATION OF THE CURRENT NEW KENT POST OFFICE AS THE PATRICIA A. PAIGE POST OFFICE BUILDING

Before the Board for consideration was Resolution R-10-25 requesting the designation of the current New Kent County Post Office as the Patricia A. Paige Post Office Building. Ms. Pearson invited Sandi Paige Godwin (sister of Patricia A. Paige) to join her at the podium. Ms. Pearson read the resolution and noted Ms. Godwin would be provided with an official copy once it was approved. Resolution details included:

- Patricia A. Paige had been a dedicated community leader and had made history as the first African American woman to serve on the New Kent Board of Supervisors.
- She was a New Kent High School graduate and had served the nation as a member of the United States Army Reserve for more than two decades.
- She had represented the residents of District Three with integrity and dedication and had earned the admiration of colleagues and constituents alike for her commitment to fairness and unwavering positivity.
- She had been a mentor to young people in the community and led efforts to include middle school and high school students on New Kent County committees.
- She also led initiatives to educate elderly residents about scams and technology dangers while advocating for enhanced safety measures to protect them.
- Among her proudest achievements was her nine-year campaign to enhance highway infrastructure on Interstate 64. 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 was located in New Kent County. Ms. Paige had proudly attended a groundbreaking ceremony for the first phase of the project on November 13, 2023. Sadly, she had passed away later that month on November 28th.
- She had also led a persistent effort 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. As a result of her advocacy, the United States Postal Service had reached an agreement with New Kent County to construct a facility, which had opened to the public in September 2021.
- Ms. Paige would be fondly remembered and greatly missed by numerous family members, friends, and colleagues.

By adoption of this resolution, the Board of Supervisors would be requesting that the New Kent Post Office, located at 12109 New Kent Highway, be designated as the Patricia A. Paige Post Office Building. A formal dedication of the building would be held in the fall.

Mr. Evelyn reported this had been suggested by Congressman Rob Wittman. Congressman Wittman knew the impact Ms. Paige had had on New Kent County and he had reached out wanting to get this recognition in place. Addressing Ms. Godwin, he noted how special her sister had been to so many and stated this was a well-deserved recognition. Noting the Board needed to take action to approve the resolution, he called for a motion.

Mr. Moyer moved to 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. 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: SPECIAL PRESENTATION – NATIONAL FAIR HOUSING MONTH

Mr. Moyer read a proclamation recognizing April as National Fair Housing Month. The proclamation indicated the Fair Housing Act of 1968 had enshrined into federal law the goal of eliminating racial segregation and ending housing discrimination in the U.S. This Act prohibited discrimination in housing based on race, color, religion, sex, familial status, national origin and disability. The proclamation stated New Kent was committed to the mission/intent of Congress to provide fair/equal housing opportunities for all. It further stated our social fabric, economy, health and environment were strengthened in diverse inclusive communities. After more than fifty years since passage of the Act, discrimination continued to persist and many communities remained segregated. It said discrimination and barriers to equal housing were repugnant to a common sense of decency and fairness. In closing, the month of April was proclaimed as National Fair Housing Month in New Kent, an inclusive community committed to fair housing and to promoting appropriate activities by private and public entities to provide and advocate for equal housing opportunities for all residents and prospective residents of the County.

NOTE: This proclamation was not formally adopted by the Board of Supervisors.

IN RE: CITIZENS COMMENT PERIOD

Mr. Evelyn opened the citizens comment period and provided brief instructions. He called Joe Swartout of 5427 Saint Leger Drive, Providence Forge to the podium. Mr. Swartout thanked the Board for the opportunity to speak. He presented information on upcoming New Kent Chamber of Commerce events. The Chamber's first Food Truck Palooza for the year would be held from 5:00 p.m. to 8:00 p.m. on April 19, 2025 at Kentwood Heights Baptist Church. This would be the third year the Chamber had hosted this community event and crafts, vendors, music and games would be available in addition to food trucks. The Chamber was also hosting monthly New Kent Connect meetings with the next event scheduled for 6:00 p.m. to 8:00 p.m. on Tuesday, April 29th at Jolene Family Winery. These events were free for Chamber members and $25 for prospective members. The first lunch and learn for the year would be from 12:30 p.m. to 2:00 p.m. on May 9, 2025 at the Royal New Kent Golf Club. Executive Director of the Historic Virginia Land Conservancy Elizabeth Friel would speak about how to protect property and profits. Tickets were $10 for members and $25 for non-members. He encouraged those interested in attending any of these events to register at the Chamber's website. He announced the deadline to apply for the 2025 Chamber-sponsored scholarship would be April 30th. High school seniors were encouraged to apply for the $500 scholarship at the Chamber website. He closed by thanking the Board for being a great supporter of the Chamber of Commerce. He encouraged them to reach out with ideas or if they ever wished to sponsor an event. He thanked them for all they were doing for the community and businesses.

Eric Rodriguez of 14401 Stage Road, Lanexa reported he had retired after twenty years as a service manager in New York as well as twenty years in Virginia Beach. He said something both of these places had in common was that they took care of their workforce, both full

time and part time. He felt New Kent had missed the mark when it came to taking care of part time employees. He said part time employees were not allowed prorated benefits such as medical, vacation or holiday time. If they were sick, wanted time off or if it snowed, they didn't get paid. He felt this was unfair and that part time employees were treated as second-class citizens. He did not feel this was salary related because he said every retail store in New Kent and surrounding areas was paying a $17 an hour starting salary with prorated benefits. He wanted to bring this to the Board's attention and to see if this was something that "had skipped the mark." He had seen this for the past two years and noted he was not only a citizen but also a County employee at a refuse center. He said he did not see any reason not to extend benefits to part time employees and stated that while most refuse center employees were retirees, they still deserved prorated benefits and to be able to take time off with pay. He thanked the Board for the opportunity to speak.

John Lockwood of 20251 Triangle Road, Barhamsville shared several things regarding District Five. He said the Board was aware there had been three polling place changes in the Eltham Precinct in the last few election cycles. He stated there was practically nowhere in the Eltham Precinct suitable to be a polling place and they were fortunate St. Luke Baptist Church had offered the use of their facilities for the upcoming primary. He noted however that the Electoral Board had stated they did not think this location was suitable for an actual election. He suggested it would be nice if there was something in the Eltham Precinct suitable for a polling place. Referencing discussions about a community center in that area, he said it would be nice if the Board made that project a priority and that the citizens of District Five would appreciate it. He announced that Proclaiming Grace Outreach (PGO) had broken ground for their new food pantry. PGO had been serving the community through its food pantry for seventeen years. A formal groundbreaking and foundation raising would be scheduled in the future and Board members would be invited to attend. He thanked the Board for the opportunity to speak.

William Smith of 4240 Holly Fork Road, Barhamsville reported he had been working on a project (Makemie Woods in Barhamsville) for a while and that he was not doing this for recognition but for the advancement of New Kent County. He referenced the following Bible scripture – Psalms 19:14 (May these words of my mouth and this meditation of my heart be pleasing in your sight, Lord, my Rock and my Redeemer.). He suggested a portion of Makemie Woods should be for tax-paying citizens. He said that when he had been called to serve in the military, he had done so in the United States Marine Corps. He stated that "we have two dates in life" and he shared his date of birth. He said the blank (dash) between the birth date and the next date (date of death) and what we did in the middle, whether good or bad, counted. He thanked the Board for the opportunity to speak.

Diane Suttler of 20325 Holly Pine Lane, Barhamsville declined to comment.

Wayne Meade of 5430 Ridgewood Drive, New Kent thanked the Board for their time. He commended them for their hard work and noted going through the budget process was a very taxing and stressful time for many. His heart went out to them as they had to make decisions on how to navigate over the next few years. He said it was a mass undertaking and he realized that, having been a former School Board member. His heart also went out to Tripp (Financial Services Director Richard E. Lawrence, III) who was the "new guy" and expressed appreciation for his hard work and asked God to bless him. He said the Board did a great job of navigating the County and of being good stewards of resources. He knew it was difficult to make decisions that not everybody agreed with but noted that was the reality of their position and he commended them for making those hard decisions. He reported it was a pleasure serving as a pastor (New Kent Christian Center) and as a resident of District One. He announced his church had broken ground on a 32,000 square foot

multipurpose building earlier that day. They were excited about the future and having a 9,500 square foot gymnasium, the ability to partner with Parks & Recreation, to use multiple resources, to be good partners with the County and to provide twenty-five classrooms to accommodate the explosive growth in their Christian school. A groundbreaking service would be held on April 29th to commemorate this special time and Board members would be notified with details. He closed by thanking the Board for their hard work and continued partnership in making the County a great place to live and serve.

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 (683 and rising), road grading, shoulder repair, pipe cleaning, ditching, tree/brush removal, sign repair/replacement and debris/trash/litter removal. 192 work requests had been received and 214 completed. There had been ten after hours call outs involving signs down, high water, debris in the roadway and an overturned truck. Miscellaneous work included dead animal removal, snow preparations, restocking materials and storm clean up on Stage Road. He entertained questions.

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

Mr. Moyer thanked Mr. Winn for all VDOT was doing and for the response to requests for work on certain ditches. He expressed appreciation for recent tree removal on a dam at Route 60 (a requirement of the Virginia Dam Safety Program). Patriots Landing had been making plans to have the trees removed but had later discovered they were gone. Mr. Winn reported the trees had been within the VDOT right-of-way and that he had been involved in a number of Dam Safety projects. He stressed the importance of removing trees for the safety of the dam. Mr. Moyer thanked him again for this work and all they were doing.

Ms. Pearson indicated she did not have anything specific to report. She thanked Mr. Winn for the detailed email regarding Route 618 (Olivet Church Road) and noted she had not had an opportunity to read all of the information but it was much appreciated.

Mr. Stiers thanked Mr. Winn for his attendance and noted most of his questions had been answered at a recent Transportation Safety Commission meeting. He reported one of his main concerns coming up in the next year was the permanent roundabout at Kentland Trail and Courthouse Road. He said Assistant Residency Engineer Phillip Frazer had been at the meeting and had reported the roundabout project should be completed by next fall. He asked VDOT to be mindful of the racing schedule at Colonial Downs and to be sure the project did not interfere with the extra race season traffic. He thanked Mr. Winn again.

Ms. Stewart echoed comments of other Supervisors and expressed appreciation for Mr. Winn's continued attention to New Kent County. She noted many of the potholes listed as repaired had been in District Five and she appreciated the work that had been done. She asked if a previously reported issue at 4017 Good Hope Road had been addressed? Mr. Winn reported some of the work had been done earlier in the day and they would be coming back later in the week to put asphalt across the road. Ms. Stewart expressed appreciation for this work. She stated she believed Mr. Hathaway had reached out to him regarding an issue at Wahrani Trail and Old Telegraph Road. Mr. Winn indicated they would be taking care of this. Ms. Stewart reported she had recently been notified about an issue on Route

60 east bound near Lanexa Plaza where a pothole had been patched but had now become more of a speed bump. Mr. Winn indicated they would look into this.

Mr. Evelyn reported he had received a few calls/emails regarding potholes on Hopewell Road and he did not see that on the list where work had been done. He understood they had been dealing with a lot of issues with potholes across the County and asked if they could look at Hopewell Road when they had a chance? Mr. Winn indicated they would. He thanked Mr. Winn for his attendance and report.

IN RE: FY26 BUDGET DISCUSSION

Director of Financial Services Richard E. "Tripp" Lawrence, III provided an overview of technical updates to the proposed FY26 budget that had been presented in March. He specifically noted there had been three items including:

- Transfer to Fund 1201 – State budget impacts on the County's Department of Social Services (DSS) were better known. A $673,233 transfer to DSS had been included in the initial proposed budget but after health insurance increases had been solidified and the funding formula for DSS Administration had been recalculated, the recommended transfer would be reduced to $662,333, a decrease of $10,900.
- Hampton Roads Alliance Fees – A FY26 funding request had been received from the Hampton Roads Alliance. Per the Master Agreement for Regional Economic Development, the per capita funding would be $1.15 for each member community. The New Kent figure of $26,386.75 had been based on a population of 22,945 released by the US Census Bureau on July 1, 2020. The initial proposed budget had included $65,000 which had been based on the County's first-year dues paid in FY25. The budget would be reduced to the requested $26,386.75, a decrease of $38,613.
- Sheriff's Office Accreditation Manager - Sheriff Lee Bailey had reached out to staff to inform them that after reviewing the recommended budget he had discovered the part time Accreditation Manager position created this year had not been funded in the allotment for part-time salaries. Mr. Lawrence reported their initial review had been based on historical figures and the anticipated salary and benefits for this position would be $40,323. He said reductions from the previous two adjustments would cover this so there would be no impact on the budget. The remaining $9,190 would be held in contingency until further Board action.

Mr. Lawrence entertained questions. There were none.

IN RE: FY26 PUBLIC UTILITY BUDGET UPDATE

Director of Financial Services Richard E. "Tripp" Lawrence, III provided an overview of updates to the proposed FY26 Public Utility budget presented in March. They had been waiting for final figures from Davenport (County Financial Consultant) who had provided additional information at the Budget Retreat. Further work had been necessary to reach a more accurate estimate of coming year and out year requirements. Proposed adjustments would result in a $17,153,643 Public Utilities budget including CIP (Capital Improvement Program) which was an $8,631,773 decrease from the $25,767,416 presented on March 10th. He reviewed changes to the proposed CIP and operating budget including:

- CIP Adjustments
  - Reducing the cost of the Water System Interconnector: Phase 1A by $1.5 Million ($7.0 million to $5.5 million in FY26). He noted the Board had also been made aware of this change at the March Budget Retreat.
  - Moving the Brickshire Elevated Water Storage into an out year ($6.25 Million to $0 in FY26) and increasing the total project cost from $5.25 million to $10.25 million

across two years. A more accurate cost estimate was now available and this project would be split into two phases with the first phase in FY27 and the second phase in FY28. He reported a portion of this cost could be recovered from developers.
  - Moving a portion of the Pamunkey River Intake project into FY26 ($0 to $1.0 million in FY26). The Board had been made aware of this change at the Budget Retreat.
  - Removing the Solid Stabilization Treatment Plant from FY26 ($1.5 million to $0 in FY26). Staff had intended to bring an appropriation request moving this project into FY25 to this meeting but due to public hearing timeline requirements would not be doing so until May. Construction bids had been received and the contract would require that the full amount of funds be appropriated. An additional $2.5 million would be needed in the FY25 budget to move forward with signing the contract.
  - Removing the WWTP Intellipro Upgrade from FY26 ($50,000 to $0 in FY26).

- <u>Operating Adjustments</u>
  - Salary and Benefits had been adjusted to match increases included in governmental funds (currently 5%) and the new 7.3% insurance increase would 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 such as supplies and maintenance.
  - Staff had also added a half-year, interest-only debt service payment of $325,000 in FY26. This figure was based on a $13 million borrowing during the beginning of FY26. A full year of debt service for this issuance was estimated at $1.043 million. With the increase in cost of the Solid Stabilization project, multiple large projects carried over from prior years and the Water System Interconnector: Phase 1A in the FY26 budget, staff would be asking the Board to consider a debt issuance of $13 million. He reported the current 4% increase in rates would cover the half-year, interest-only payment of $325,000 in FY26 but noted an additional 4% increase would be needed to cover debt service the following year. This issuance of debt would allow the County to continue to be in compliance with financial policies related to the Public Utility Fund. This was one option and he noted there were other ways this could be done if the Board wished to pursue another avenue.

Mr. Lawrence entertained questions.

In regard to the Brickshire Elevated Water Storage project, Mr. Stiers stated he thought the discussion had been that instead of pushing the project out to FY28, they would move it to FY27 and have a developer proffer the cost. He asked if this was no longer an option? Mr. Lawrence reported $6.25 million had initially been included in the FY27 CIP. Utility staff had spoken with engineers and had learned the scope would be more expensive than originally thought and time prohibitive. He said they could borrow the total cost at one time if it was the will of the Board but noted the spacing and the two phases of the project would lend itself to being a two-year project. Mr. Stiers noted that although he was often asking about Brickshire, he did not live there but it was a huge portion of one of his precincts.

Mr. Evelyn expressed appreciation to Mr. Lawrence for providing frequent updates on budget development. He added that this was something they needed to take a hard look at as they moved forward and noted costs were going up. He suggested that with the possibility of tariffs, taking on large debt could be questionable. Noting user rates were increasing 4% this year and it had been suggested another 4% would be needed the following year, he was concerned about taking on another $13 million in debt. Mr. Lawrence noted the 4% increase was excluding any other capital projects or other items that may come up. He said staff would be happy to get any other information they needed. Mr. Evelyn noted Mr.

Lawrence had done a great job and they appreciated all the information provided.

IN RE: NEW KENT CIRCUIT COURT AUDIO & VIDEO RECORDING SYSTEM PURCHASE

Before the Board for consideration was a request from the New Kent Circuit Court to purchase audio and video recording equipment for their courtroom. County Administrator Rodney Hathaway reported there was a state-wide and perhaps nation-wide shortage of court stenographers. He reported Rappahannock Community College had just started a stenography program but he noted it would be two to three years before the first class would be certified. This was a big concern since certain proceedings in the Circuit Court required that a transcript be kept. The Circuit Court had looked for other options and had found software which included an audio and video recording system capable of keeping a transcript of court proceedings. He noted he had included a proposal for constructing a new courthouse in the March budget proposal and he had been assured by the company that the software and equipment would be transportable to a new facility. The total cost, including contingency and an estimate for network and wiring installation (County's responsibility), would not exceed $117,601 and included:

• Jury Deliberation Room Recording Equipment	$3,204.49
• Camera for Recording	$4,476.25
• Courtroom Audio and Recording System	$43,636.32
• Evidence Presentation System	$36,283.81
• Network & Wiring Installation	$20,000.00
• Contingency	$10,000.00
TOTAL	$117,600.87

$36,283.81 of this cost would be reimbursed by the Virginia Court System and the cost to New Kent would not exceed $81,317.06. The motion before the Board was to authorize the County Administrator to execute the proposed agreement with BIS Digital in a form approved by the County Attorney for the purchase and installation of audio and video equipment in the New Kent Circuit Courtroom. The Board was also asked to appropriate up to $117,601 from Capital Fund Balance for the project. He entertained questions.

Mr. Evelyn opened the floor to questions from the Board.

Ms. Stewart asked who would be maintaining the equipment and would New Kent's IT Department be responsible for troubleshooting, etc. or would it be the company providing the equipment? Mr. Hathaway reported the software would come with a warranty but it would not cover everything. He specifically noted background equipment such as network servers and wiring would be the County's responsibility. Ms. Stewart asked if we had the capability to do this? Mr. Hathaway confirmed.

Ms. Pearson asked if there were any other courts in Virginia who were using this and if so, had anyone checked with them to see how they liked it? Mr. Hathaway confirmed and then deferred to Circuit Court Clerk Amy Crump who had done the research on the software.

Ms. Crump reported BIS Digital was sanctioned by the Supreme Court of Virginia and was the only company the Supreme Court would allow to transcribe onto their computer system. She reported there were 120 Circuit Courts in Virginia and BIS Digital was providing these services to approximately 100 of those courts. She said an extended maintenance contract was available after the one-year warranty and the cost would come from her department budget. She stated BIS Digital could also provide remote support. If the system failed in the middle of a court day, they would pause court while BIS resolved the issue remotely.

Mr. Stiers asked who would be operating this equipment? Ms. Crump reported the equipment would be operated by the Criminal Court Clerk through a separate computer. Dockets would be loaded into the system, the Clerk would start the program in the morning and as each case was called, the Clerk would bookmark the recording. If a transcript was needed, the court recording transcribing firm (out of state) would use the digital audio/video provided. Mr. Stiers asked if the cost of transcription would come from her department budget? Ms. Crump confirmed but noted it was reimbursable. If a defendant appealed a case, a transcript would be provided. If the appeal was lost, the cost of the transcript would be added to the defendant's fines and costs and paid for by the Commonwealth of Virginia.

Mr. Evelyn said his question had been about maintenance since the company was in Florida but noted it sounded like they were very well qualified and Ms. Crump had done a lot of research. Ms. Crump confirmed and noted BIS Digital did have staff in Virginia. Mr. Evelyn asked, if approved, how long it would take to implement? Ms. Crump reported the BIS Digital timeframe would be three days but noted additional time would be needed for New Kent to address necessary wiring. One day of training would also be provided.

Mr. Evelyn called for any additional comments, concerns or questions. There being none, he entertained a motion.

Ms. Stewart moved to authorize the County Administrator to execute the proposed agreement with BIS Digital in a form approved by the County Attorney for the purchase and installation of audio and video equipment in the New Kent Circuit Courtroom. Ms. Stewart further moved to appropriate up to $117,601 from Capital Fund Balance to fund the requested project. 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: SECONDARY SIX YEAR PLAN OVERVIEW & RESOLUTION R-12-25 DESIGNATING A PORTION OF CLARKE ROAD AS A RURAL RUSTIC ROAD

Before the Board for consideration was the proposed Secondary Six Year Improvement Plan (SSYIP) for FY26-FY31 as well as Resolution R-12-25 to designate State Route 678 Clarke Road/Slatersville Road as a rural rustic road. Director of Transportation Development Amy Inman presented the recently received draft VDOT SSYIP. A portion of funding for the plan was derived from telefees paid to VDOT by communication companies with equipment located within the VDOT right-of-way. New Kent would receive $53,775 in telefees for each of the six years of the plan for a total of $322,650. Funding for unpaved roads was also available through a district grant. New Kent's portion would be $5,575 for each of the six years for a total of $33,976. Total available funding would be $356,626. The level of grant funding was based on the number of miles of unpaved roads within New Kent in relation to all unpaved roads in the Commonwealth. She noted this was a draft plan and the Commonwealth Transportation Board would be expected to take action sometime in June.

Ms. Inman reported staff would also like the Board to consider adding two projects to the Six-Year Plan. One of these projects was to bring approximately 1.9 miles of Clarke Road into the rural rustic program. The condition of this road was something frequently brought

up by citizens. This project had also been recommended as the highest priority project for the Six-Year Plan by the Board of Road Viewers. She said they would also like to include the Crumps Mill Road improvements which would involve acquiring rights-of-way for VDOT to be able to perform necessary work to bring this street into the secondary system. As a result of savings over the past several years, the current balance of telefees was $639,233 and the district grant funds balance was $23,885. These funds could be used to support both the Crumps Mill Road and Clarke Road projects. The recommendation was to allocate $208,217 to the Clarke Road rural rustic road improvements project and $273,885 to the Crumps Mill Road improvement project. These allocations would result in a remaining balance of $181,016 which could be used for future New Kent County road projects.

She noted Resolution R-12-25 to designate State Route 678 Clarke Road/Slatersville Road as a rural rustic road was before the Board for consideration. Once the necessary rights-of-way were in place for Crumps Mill Road, staff would come back to the Board with a resolution for that project to also be designated as rural rustic. She entertained questions.

Mr. Evelyn opened the floor to the Board for comments, questions or concerns.

Ms. Pearson reported a citizen had contacted her indicating they did not want Clarke Road to be paved. She believed the case had been made that moving forward with this would save money because of reduced maintenance costs. She said every citizen on Clarke Road had the right to have public safety personnel be able to get to them in an expedient manner and she felt paving the road was the best path forward. Ms. Inman agreed. Ms. Pearson asked her if she could think of any reason why paving would not be recommended? Ms. Inman stated roads should be maintained in a state of good repair and this project would bring this road to a state of good repair that could be maintained going forward. She said we would like to see this for all secondary and rural rustic roads and that she felt this was a good start and a good use of available funding at this time. Ms. Pearson reported it had been suggested paving the road would encourage speeding. She suggested the speed limit would be set at a low level. Ms. Inman stated she believed it would be 35 MPH but they could work with VDOT on this.

Mr. Evelyn expressed appreciation to VDOT Residency Administrator Marshall Winn and Assistant Residency Administrator Phillip Frazer for all their efforts to move the Crumps Mill Road project forward. Citizens on this road were very excited about getting this road paved. He called for any additional comments. There being none, he called for a motion.

Mr. Moyer moved to authorize the County Administrator to execute the proposed VDOT Secondary Six Year Plan Allocation document. He further moved to approve Resolution R-12-25 to designate a portion of Clarke Road as a rural rustic road. 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 called for a brief recess prior to the start of public hearings. The Board left the dais at 7:02 p.m. The meeting was reconvened at 7:10 p.m.

IN RE: PUBLIC HEARING – EASEMENT TO DOMINION ENERGY FOR ELECTRICAL SERVICE LINE – RESOLUTION R-09-25

Before the Board for consideration was Resolution R-09-25 approving a right-of-way agreement with Dominion Energy Virginia to grant a utility easement across tax map parcel #37-9A. County Attorney Joshua Everard reported the Board of Supervisors had previously adopted a resolution (R-27-17) approving a Conditional Use Permit (CUP) for a cellular tower on the Henrico Jail East property. Years later, they now wished to build this tower and in order to do so, they would need electric power. Dominion Energy was requesting an easement across County property to access this tower. He stated that because of Virginia Code Section 15.2-1800(B), whenever the County disposed of real property including easements across County property, a public hearing was required. He was requesting that the Board consider approving Resolution R-09-25 and the attached right-of-way agreement.

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

Mr. Evelyn pointed out that the resolution passed in 2017 indicated the applicant would have one year to relocate some existing equipment. He asked if this had been done? Mr. Everard indicated he was not certain. Mr. Evelyn asked if Fire Chief Rick Opett or Sheriff Lee Bailey could address his next question? He noted the highest operable position on the tower was to be dedicated to New Kent and he asked if New Kent did in fact have this? Sheriff Bailey stated it had been set up so emergency services would have the top point of the tower. Mr. Evelyn stated he wanted to make sure this was done if the County was going to grant them an easement. Mr. Everard stated a representative from Dominion Energy had planned to be at this meeting but was not present. Mr. Evelyn noted the questions he had raised had been requirements of the CUP passed in 2017. He asked if this item could be tabled until the work session to allow time to find these answers? Mr. Everard stated it would need to be considered at another night meeting because a public hearing would be required. Mr. Evelyn stated that he thought if they conducted the public hearing, they would have thirty days to take action. Mr. Everard reported the advertising date rules for public hearings had changed. The first notice could be no more than twenty-eight days and the second notice no less than seven days prior to the hearing. Mr. Evelyn asked if another public hearing would be required if they didn't take action at this meeting? Mr. Everard confirmed. Ms. Stewart asked if he was sure and noted a public hearing would be conducted at this meeting and questioned if they would need to hear it again? Mr. Everard stated it was his understanding that a public hearing was required when the Board took action to dispose of property and that public hearing would have to be advertised within a certain timeframe. He stated if the advertising rules were different, the Board could take future action without a public hearing. He stated the action needed to be done within the notice being taken. Mr. Evelyn stated this must be something new. He suggested if the Board was in agreement, they would table action on this item. Board members concurred.

IN RE: PUBLIC HEARING – PROPOSED TAX LEVIES FOR FISCAL YEAR 2026

County Administrator Rodney Hathaway drew attention to the advertised FY26 tax levies which involved a change to the proposed real estate tax rate. All other rates would remain unchanged. He noted the advertised proposed real estate tax rate had been $0.62 per $100 of valuation, a $0.03 increase. This proposed increase would increase projected revenue by 5.08%, generating an additional $1,620,000. This increase would support:

- Implementation of the public safety pay plan totaling $1.1 million ($0.01 cent of the real estate increase would cover a portion of this.)
- Covering debt service for the construction of a new elementary school to replace New Kent Elementary and a new courthouse totaling $130 million, creating annual debt service of $8.7 million. He stated that with the plan that had been developed, they could cover the annual debt service with an additional $0.02 on the real estate rate.

He drew attention to a chart depicting the annual impact a $0.03 tax rate increase would have on a homeowner. He was not showing this information to minimize the impact but, said this was a tough economy and any rate increase and any additional expenditure would be taken very seriously. He reported the average sales price of a home in New Kent was now $400,000 and the chart indicated that for a home of this value, the $0.03 tax rate increase would result in a total payment increase of $120 or $40 for each penny. He drew attention to several charts depicting information on average tax bills and real estate tax rates in other localities in the region. He noted that in the first chart, they had looked at the average value of homes in five other localities (King William, Henrico, Goochland, Powhatan and Hanover) as well as their tax rates to determine the average real estate tax bill and the results indicated New Kent faired very low in comparison; only King William was listed as lower. The second chart, comparing the FY25 tax rates and proposed FY26 tax rates with eighteen other localities, showed New Kent ranked at number fifteen. He noted many localities were proposing increases but added that even with New Kent's proposed increase, the County would still remain near the bottom in terms of tax rates.

He noted no action was required on the tax rate at this time. Action on setting the tax rate would be considered during budget adoption which was planned for the May work session. He said they would dive deeper into the two large capital projects at the April work session and spend some time looking at possible financing options. He entertained questions.

Someone from the audience asked why the proposed FY26 tax rate for Charles City was missing? Mr. Hathaway reported Charles City information was missing because they would not be presenting their budget until April 22nd.

Mr. Evelyn opened the public hearing. He provided brief instructions and called Isabel White Jarvis of 18910 Lynnlake Road, Barhamsville to the podium. Ms. Jarvis noted the County had just done reappraisals (reassessments) which she said had been "out of the roof" and while the rates looked low, their appraisals had gone up. She suggested they were "really getting hurt as we get older" and noted she was 85 and had lived in the county her entire life. She said all they had done was pay taxes to keep their land and now it was coming to the point where they would have to give up the land. She said she had been begging for assisted living or a nursing home in the County and suggested they would have no where to go. She further suggested taxes would put them out of their home because they "didn't make that kind of money - we were farmers - we were low-income." She said she couldn't subdivide her property because the Board didn't want that. All she could do was a family subdivision but she only had two children and one grandchild. She asked, "what do you do with what you got? Just give it up and walk away?" She stated this was very sad and that the Board knew she paid "outrageous taxes." She didn't want her property to be developed and she wanted to be able to look at a field for as long as she lived. She suggested if there was West New Kent and New Kent in her area, they wouldn't require all the services "y'all do" (western end of the County) and they would be great. She stated their road was "pitiful" and was not wide enough. She also suggested there were not enough police officers patrolling and reported she had been blown at while she was driving to this meeting because she was driving the speed limit. She suggested residents down in her area were forgotten and said one penny counted against them when you considered their income and

age. She had one child living in New Kent and one grandchild was planning to move near her but she thought it may be smarter if they moved somewhere else. She said it was getting to the point where they couldn't afford it (staying in New Kent) and that there was nothing at their end of the County. She suggested they needed something like a grocery store that would bring some money to her area. She suggested I-64 Exit 220 was a good exit for development but James City would beat New Kent to it if they didn't watch it. Development would go in right across the line and all the tax money would go there. She urged the Board to please do something. She noted that when they built a school or a courthouse, they were paying for all this architecture. She suggested schools should be built so that they could be added on to and that they should be basic schools and "not all this thing like we got before." She reported she had heard someone say, "we could've got two in Chesterfield for the price of the last one." She suggested New Kent should watch the budget a little better and noted citizens had to.

Mr. Evelyn thanked Ms. Jarvis for her comments. There being no others wishing to speak, the public hearing was closed.

IN RE: PUBLIC HEARING – PROPOSED AMENDMENTS TO APPENDIX A – FEES OF THE NEW KENT COUNTY CODE

County Administrator Rodney Hathaway reported a part of the annual budget process was the evaluation of fees charged by departments. The list of fees was located in Appendix A of the New Kent County Code. He reviewed proposed changes for several fees including:

Animal Control
- Dangerous dog initial registration increasing from $50 to $150.
- Adding a new dangerous dog annual renewal fee of $85.

Building Permit Fees
- Residential building permits: Estimated market value per $1,000 or fraction thereof would increase from $2 to $2.25. They were also proposing a change in the way the value was assessed. This was not in the fee schedule but was a County policy. They were using $125 per sq.ft. to determine the proper assessed value. They were considering changing this to $150 per sq.ft.
- Zoning verification fee collected with building permit application would increase from $30 to $40. The Zoning Administrator was required to review every building permit to determine that what was being proposed and where it would be located on the property satisfied the requirements of the Zoning Ordinance.

He reviewed several recommendations for increases in cost recovery. He noted these rates were dictated by insurance providers. Those increases included:
Public Safety – Fire Department – Cost Recovery for Emergency Response
- Deputy Fire Marshal - increasing from $65/HR to $130/HR.
- Assistant Fire Marshal - increasing from $40/HR to $80/HR.
- Fire Captain - increasing from $35/HR to $90/HR.
- Battalion Chief – increasing from $55/HR to $110/HR.
- Firefighter(s) – increasing form $25/HR to $70/HR.
- Emergency response fee if convicted of operating a vehicle/watercraft while intoxicated, reckless driving, driving with no operator's license or on a suspended/revoked license, or improperly leaving the scene of an accident – increasing from $250 to $1,000.

Public Safety – Fire Department – Cost Recovery for Emergency Medical Services
- Outside agency annual permit fee – increasing from $100 to $500.

- The $25 annual Permit Fee would be removed.

He reported staff had looked at the cost associated with providing services for private events and they were proposing the following increases:
Public Safety – Fire Department – Private Event Request (Minimum of 4 hours)
- Fire-Rescue Personnel – increasing from $60/HR to $120/HR.
- Fire Marshal's Office Personnel – increasing form $65/HR to $130/HR.
- Emergency Management Personnel – increasing from $60/HR to $120/HR.

He noted this would conclude his presentation on fee changes. He reported there would be some changes to Public Utility fees but that would be covered in a separate public hearing.

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

In regard to public safety fee increases, Ms. Pearson assumed these increases would contribute to the cost of the Public Safety Pay Plan. She noted the Pay Plan would cost $1.1 million and a one cent tax rate increase would not cover it. Mr. Hathaway confirmed the fees would contribute and noted projected revenue from increased fees would go into the General Fund. Approximately half of the cost of Public Safety Pay Plan implementation was already covered without a fee increase. Approximately $540,000 was needed to cover the entire cost. Ms. Pearson asked if most of the fees for these services were passed on to insurance companies and not to residents? Mr. Hathaway confirmed and noted insurance companies were billed. Ms. Pearson stated the County did not go after citizens who could not pay. Mr. Hathaway confirmed and noted the County had a compassionate billing process. Ms. Pearson stated she just wanted to reiterate that most of these fees would be paid by the insurance companies. Mr. Hathaway confirmed that was correct.

Ms. Stewart questioned who was responsible for designating a dog as dangerous and asked if it was the courts? Mr. Hathaway confirmed it was the courts. Ms. Stewart questioned if the Board was able to set a new renewal fee without going through the court? Mr. Hathaway confirmed the Board was responsible for setting the fees. Ms. Stewart asked if the Board could create a new fee? Mr. Hathaway confirmed. Ms. Stewart asked how many dangerous dogs were in the County and was this a big source of revenue? Sheriff Lee Bailey reported he was not sure of the number but noted this was not a tremendous source of revenue. He said this was set out by State Code and a portion of the fees would be going back to the state. He specifically noted $90 of the $150 initial dangerous dog registration fee would go back to the State and $60 would remain with the County. $25 of the $85 renewal fee would go to the State and $60 would remain with the County.

IN RE: 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 reported staff was proposing to reformat Appendix A of the New Kent County Code by creating Appendix B and moving all Public Utility fees to that appendix. Staff felt this would make the fee schedule easier to maneuver and to read through. He noted the fees before the Board in the new Appendix B did reflect the 4% increase in water and sewer user fees. No increases were proposed for connection and availability fees. He drew attention to the following proposed new Public Utility fees:
- Plan Review – Major Utility Asset (pumping station, elevated storage tank, etc.) - $1,500. He reported consultants (contracted engineering firms) were reviewing plans for major utility assets and these fees were reflective of the cost of the consultants.

- Construction Inspection – Major Utility Asset (pumping station, elevated storage tank, etc.) - $1,500. He noted consultants were also performing these inspections to ensure these major utility assets were constructed properly.
- Hydrant Flow Testing Fee - $250.
- Expedited Plan Review Fee - $500.
- Domestic Water Meter Installation Fee:
  4" meter - $4,250
  6" meter - $7,250
  The current policy was to pass on the cost of having a contractor install any meter 3" or above. It was difficult for a developer/contractor to plan for this when they did not know the up-front costs. Public Utilities had been using a contractor for these installations for some time and had sufficient data to set these rates.

This concluded his presentation on Appendix B and Public Utility Fees. 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 questions from Board members.

Mr. Stiers asked if any proposed revenue figures had been provided by the Commissioner of the Revenue? He noted this was not a reassessment year and that they would usually have some early figures by this time. Mr. Hathaway reported that unfortunately no final numbers had been received but he noted Tripp (Director of Financial Services Richard E. Lawrence III) was in constant communication with the Commissioner's office. He asked Mr. Lawrence if he had an estimate of when final numbers may be available? Mr. Lawrence reported he expected to have a solid number for real estate in the next week to week and a half and would update the Board as soon as possible. Mr. Evelyn stated he was hopeful they would have the final numbers by the next work session to help the Board plan a little better. He called for any additional comments or questions from the Board. There were none. He stated he wanted the public to know this was all proposed and he urged Board members to be working with staff to determine what they wanted to do prior to the budget adoption meeting. He noted staff had laid the information out in an easy-to-understand way and they were proposing a $0.03 tax rate increase. This increase would include a $0.01 increase for a school, a $0.01 increase for public safety and a $0.01 increase for a courthouse. He suggested Board members should talk with their constituents to see how they felt and come back ready to discuss the options and get the budget worked out.

IN RE: ELECTED OFFICIALS REPORTS

Ms. Stewart reminded residents to follow District Five School Board member Greg Reimer and her on Facebook because this was where they announced upcoming office hours. They were planning the next one for May and it would most likely be in the Lanexa area since the last session had been in Barhamsville/Eltham. She said a date should be posted on their personal Facebook pages as well as the County's Facebook in a week or so. She announced April was the Month of the Military Child and noted that while we often thank our service members for their service, we don't recognize the service, sacrifice and commitment that the families and children make. She asked that everyone also think about the children as they were thinking about the service and sacrifice of service members. She suggested that as New Kent continued to grow and given its location close to military installations, more military children would be seen in New Kent schools.

Mr. Stiers reported he had met with three different developers in recent weeks and their main goal had been to build more subdivisions. He had told them that would not be his

wish. He felt that every time a subdivision was developed, some of the rural character of the County was lost. He reported one of the developments was a part of the Brickshire PUD (Planned Unit Development) which had been approved in 1995, long before any sitting Board members had been elected. The developer was proposing to build 200 homes in one section and another 300 homes in a section near the Royal New Kent Golf Course. He noted there was no way to stop this PUD but reported he was trying to get them to bring in natural gas. He suggested gas would be approximately half the cost of electricity. In addition to serving the homes in the two new sections, he was also working to have service extended to the entire Brickshire community. He said one of the developers had heard about affordable housing and wanted to present a plan to the County to build more of an affordable housing subdivision with homes in the $275,000 to $300,000 range. He noted this would require County give and take and possibly some changes to ordinances. He stated he was not sure how far the County may want to go with this but wanted the Board to know developers were frequently knocking at the door.

Ms. Pearson reported the following:

- She encouraged everyone to watch American Idol at 8:00 p.m. and to vote for Grayson Torrence. She noted there were ways for each voter to cast up to thirty votes. More details were available on Facebook. She said Ms. Torrence was very talented and that we should support her. Ms. Torrence was a New Kent resident and both her father and a sister were New Kent County Sheriff's Office employees.
- May 2, 2025 through May 4, 2025 would be an event at The Ordinary and the Historic Courthouse to commemorate Patrick Henry's 1775 march through New Kent. More details were available on Facebook.
- New Kent/West Point Relay for Life would be hosting Taco Night on May 2, 2025. Relay for Life would be held on May 31, 2025 at New Kent High School.
- The New Kent Farmers Market opening day would be Saturday, May 3, 2025.

Mr. Moyer announced he would be hosting a sidewalk committee meeting (3rd Tuesday of the month) for District Two the following day. He reported these meetings had started with a group of people who had emailed him but had grown to be open to anyone in District Two. He reported there may be a few visitors (Sheriff and Fire Chief) at this month's meeting. Discussion would be open on topics pertaining to the County or to District Two. He reported VDOT published a Traffic Calming Guide which provided a step-by-step process on how to calm traffic. This guide included information on what was acceptable to VDOT and what should be tried by citizens and the County to calm traffic. He noted this guide would be discussed at this month's sidewalk committee meeting.

Mr. Evelyn reported Mr. Hathaway had emailed Board members indicating that Mr. Moyer and he had a conflict with the Tuesday, April 29th work session date. He asked if Board members had any issues with moving the date to Monday, April 28th. He asked Mr. Moyer to share information on what Mr. Hathaway and he would be doing on April 29th. Mr. Moyer reported they would be traveling to Greenville, South Carolina for an InterCity visit which was sponsored by ChamberRVA. They would be gleaning ideas from Greenville in regard to what they had done in their community. He said they had seen a renaissance in that area, and while they were not interested in bringing city life to New Kent, they were interested in seeing what they had done in their rural areas. He said Mr. Hathaway had reported these InterCity visits were great opportunities to intermingle with leaders from our area. He reported the Mayor of Richmond as well as a number of Henrico County Supervisors would also be attending. He said this would be an interesting meeting and noted they would need to arrive in the afternoon of April 29th. Mr. Evelyn asked for confirmation that there were no conflicts with moving the meeting to April 28th? There were none.

County Attorney Joshua Everard stated a motion was need to amend the calendar to change the April 29th meeting to April 28th at the same time.

Ms. Pearson moved to amend the meeting schedule by moving the next scheduled work session of the New Kent County Board of Supervisors from Tuesday, April 29, 2025 to Monday, April 28, 2025 at the same time. 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: STAFF REPORTS – PUBLIC HEARING REQUIREMENTS

County Attorney Joshua Everard stated most sections of the Virginia Code referencing public hearings and notice requirements had been changed the previous July to require that the notice be published within a certain number of days of the action. He noted the section relevant to the Board's earlier public hearing on a utility easement to Dominion Energy had not changed. Given this, the Board could schedule the Dominion Energy Easement Agreement and Resolution R-09-25 for consideration at their work session on April 28th.

Mr. Evelyn thanked him for this update.

IN RE: STAFF REPORTS – RESOLUTION R-14-25 – VIRGINIA DEPARTMENT OF TRANSPORTATION LAND USE PERMIT RESOLUTION

County Administrator Rodney Hathaway noted copies of Resolution R-14-25, for a Virginia Department of Transportation (VDOT) Land Use Permit had been distributed prior to the meeting. He reported a land use permit was required whenever a locality performed any work within a VDOT right-of-way. VDOT could require the posting of a bond, the amount of which would be determined by the scope of the work to be performed and the minimum bond being $5,000. VDOT would waive the bonding requirement for localities with the adoption of a resolution such as was before the Board. Language in this resolution was the standard language required by VDOT. The Fire Station #6 project was now at the point where easement improvements were needed and with the adoption of this resolution, it would not be necessary to post a bond. Proposed Resolution R-14-25 would not only apply to Station #6 but also to any work the County may need to do within a VDOT right-of-way. As an example, he noted the Board had approved funding in FY24 for the installation of new gateway signage within the County and this waiver would apply to the installation work on that project which was about to begin. He entertained questions.

Mr. Evelyn opened the floor to questions from Board members. There were none. He entertained a motion.

Mr. Moyer moved to adopt Resolution R-14-25, Virginia Department of Transportation Land Use Permit. 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: STAFF REPORTS – ANNOUNCEMENTS

County Administrator Rodney Hathaway announced the New Kent Sheriff's Office would be hosting a rabies and microchip clinic on Saturday, April 19th from 8:30 a.m. to 11:30 a.m. in the parking lot of the Administration Building. Rabies vaccinations would be $10 each and microchips would be $15 each. He also announced the New Kent Clean County Committee would be hosting a recycling event on Saturday, April 26th from 9:00 a.m. to 1:00 p.m. Items accepted for recycling would include tires, electronics, eyeglasses, hearing aids and plastic bags. A shredding truck would also be onsite for the disposal of paper documents. This event would also be in the parking lot of the Administration Building.

IN RE: OTHER BUSINESS

There was no other business.

IN RE: APPOINTMENTS – DELEGATED BY DISTRICT

There were no appointments delegated by district.

IN RE: APPOINTMENTS – NOT DELEGATED BY DISTRICT

Ms. Pearson moved to appoint Nancy Nolan as an at large representative to the Clean County Committee to complete a term ending December 31, 2025.

Ms. Pearson moved 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 July 1, 2024 and ending June 30, 2026.

The members were polled:

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

The motions carried.

IN RE: APPOINTMENTS – REGIONAL BOARDS AND COMMISSIONS

There were no appointments to regional boards and commissions.

Mr. Evelyn reminded everyone that Lisa Guthrie who had been serving as New Kent's citizen representative to the PlanRVA Transportation Policy Organization had notified him that she wished to resign. He asked Board members to please keep this vacancy in mind and noted this was an at large position.

IN RE: APPOINTMENTS – BOARD/STAFF APPOINTMENTS

Ms. Pearson moved 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. 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: ANNOUNCEMENT OF UPCOMING MEETINGS/ADJOURNMENT

The next regularly scheduled meeting of the Board of Supervisors would be held at 6:00 p.m. on Tuesday, May 6, 2025 and the next work session at 9:00 a.m. on Monday, April 28, 2025 both in the Boardroom of the County Administration Building. He thanked everyone for attending the meeting and wished them a Happy Easter and Holy Week. He urged them to remember what this season was about. He called for a motion to adjourn.

Ms. Pearson moved to adjourn. The members were polled:

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

The motion carried.

The meeting adjourned at 7:54 p.m.

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: 8/11/2025

Miscellaneous

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	approve the Consent Agenda as presented and that it be made a part of the record. or I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:
Subject	Approval of Monthly Financial Reports - May FY25
Issue	
Recommendation	
Fiscal Implications	See Attached Reports
Policy Implications	
Legislative History	
Discussion	

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

ATTACHMENTS:

Description	Type
General Fund Revenue - May 2025 (PDF)	Cover Memo
General Fund Expenditures - May 2025 (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	7/28/2025 - 2:29 PM
Administration	Hathaway, Rodney	Approved	7/29/2025 - 9:27 AM
Attorney	Hefty, Brendan	Approved	8/4/2025 - 12:01 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)	1,004,814.54	(73,516,429.46)	(72,707,668.22)	(958.71)	(807,802.53)	98.90 %
110101 PROP TX		(30,718,581.00)	0.00	(30,718,581.00)	(31,245,512.39)	0.00	526,931.39	101.72 %
		(30,718,581.00)	0.00	(30,718,581.00)	(31,245,512.39)	0.00	526,931.39	101.72 %
110102 PS CORP TX		(1,398,244.00)	0.00	(1,398,244.00)	(1,470,955.99)	0.00	72,711.99	105.20 %
		(1,398,244.00)	0.00	(1,398,244.00)	(1,470,955.99)	0.00	72,711.99	105.20 %
110103 PP TX		(11,198,521.00)	0.00	(11,198,521.00)	(10,185,897.56)	0.00	(1,012,623.44)	90.96 %
		(11,198,521.00)	0.00	(11,198,521.00)	(10,185,897.56)	0.00	(1,012,623.44)	90.96 %
110104 M & T TX		(62,987.00)	0.00	(62,987.00)	(78,165.15)	0.00	15,178.15	124.10 %
		(62,987.00)	0.00	(62,987.00)	(78,165.15)	0.00	15,178.15	124.10 %
110106 PEN & INT		(535,000.00)	0.00	(535,000.00)	(695,050.39)	0.00	160,050.39	129.92 %
		(535,000.00)	0.00	(535,000.00)	(695,050.39)	0.00	160,050.39	129.92 %
110201 SALES USE		(3,500,000.00)	0.00	(3,500,000.00)	(2,845,363.97)	0.00	(654,636.03)	81.30 %
		(3,500,000.00)	0.00	(3,500,000.00)	(2,845,363.97)	0.00	(654,636.03)	81.30 %
110202 C UTIL TX		(289,675.00)	0.00	(289,675.00)	(259,101.04)	0.00	(30,573.96)	89.45 %
		(289,675.00)	0.00	(289,675.00)	(259,101.04)	0.00	(30,573.96)	89.45 %
110203 BUS LIC TX		(1,590,519.00)	0.00	(1,590,519.00)	(1,341,146.27)	0.00	(249,372.73)	84.32 %
		(1,590,519.00)	0.00	(1,590,519.00)	(1,341,146.27)	0.00	(249,372.73)	84.32 %
110204 FRN LIC TX		(6,000.00)	0.00	(6,000.00)	(6,163.40)	0.00	163.40	102.72 %
		(6,000.00)	0.00	(6,000.00)	(6,163.40)	0.00	163.40	102.72 %
110205 MTR VEH TX		(758,288.00)	0.00	(758,288.00)	(708,571.69)	0.00	(49,716.31)	93.44 %
		(758,288.00)	0.00	(758,288.00)	(708,571.69)	0.00	(49,716.31)	93.44 %
110206 BNK STK TX		(120,000.00)	0.00	(120,000.00)	(129,113.00)	0.00	9,113.00	107.59 %
		(120,000.00)	0.00	(120,000.00)	(129,113.00)	0.00	9,113.00	107.59 %
110207 RC & WL TX		(800,000.00)	0.00	(800,000.00)	(716,990.24)	0.00	(83,009.76)	89.62 %
		(800,000.00)	0.00	(800,000.00)	(716,990.24)	0.00	(83,009.76)	89.62 %
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

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1101 GENERAL FUND		(74,521,244.00)	1,004,814.54	(73,516,429.46)	(72,707,668.22)	(958.71)	(807,802.53)	98.90 %
110210 ROOM TX		(56,800.00)	0.00	(56,800.00)	(41,463.62)	0.00	(15,336.38)	73.00 %
		(56,800.00)	0.00	(56,800.00)	(41,463.62)	0.00	(15,336.38)	73.00 %
110211 FOOD TX		(2,480,934.00)	0.00	(2,480,934.00)	(2,165,322.39)	0.00	(315,611.61)	87.28 %
		(2,480,934.00)	0.00	(2,480,934.00)	(2,165,322.39)	0.00	(315,611.61)	87.28 %
110218 OTHER LOC		0.00	0.00	0.00	(6,647.06)	0.00	6,647.06	100.00 %
		0.00	0.00	0.00	(6,647.06)	0.00	6,647.06	100.00 %
110301 ANML LIC		(11,000.00)	0.00	(11,000.00)	(8,190.00)	0.00	(2,810.00)	74.45 %
		(11,000.00)	0.00	(11,000.00)	(8,190.00)	0.00	(2,810.00)	74.45 %
110303 PRMTS&OTHR		(995,675.00)	0.00	(995,675.00)	(1,040,303.06)	0.00	44,628.06	104.48 %
		(995,675.00)	0.00	(995,675.00)	(1,040,303.06)	0.00	44,628.06	104.48 %
110401 FINES&FOR		(229,000.00)	(48,095.42)	(277,095.42)	(285,421.19)	0.00	8,325.77	103.00 %
		(229,000.00)	(48,095.42)	(277,095.42)	(285,421.19)	0.00	8,325.77	103.00 %
110501 REV FR MNY		(1,045,000.00)	0.00	(1,045,000.00)	(3,678,072.92)	0.00	2,633,072.92	351.97 %
		(1,045,000.00)	0.00	(1,045,000.00)	(3,678,072.92)	0.00	2,633,072.92	351.97 %
110502 REV FR PRP		(277,000.00)	0.00	(277,000.00)	(264,789.85)	0.00	(12,210.15)	95.59 %
		(277,000.00)	0.00	(277,000.00)	(264,789.85)	0.00	(12,210.15)	95.59 %
110601 CRT COSTS		(224,550.00)	0.00	(224,550.00)	(203,543.98)	0.00	(21,006.02)	90.65 %
		(224,550.00)	0.00	(224,550.00)	(203,543.98)	0.00	(21,006.02)	90.65 %
110602 CW ATY FEE		(2,000.00)	0.00	(2,000.00)	(2,681.89)	0.00	681.89	134.10 %
		(2,000.00)	0.00	(2,000.00)	(2,681.89)	0.00	681.89	134.10 %
110606 OTHR PROT		(6,100.00)	0.00	(6,100.00)	(5,825.52)	0.00	(274.48)	95.51 %
		(6,100.00)	0.00	(6,100.00)	(5,825.52)	0.00	(274.48)	95.51 %
110608 WASTE RMVL		(31,100.00)	0.00	(31,100.00)	(38,199.51)	0.00	7,099.51	122.83 %
		(31,100.00)	0.00	(31,100.00)	(38,199.51)	0.00	7,099.51	122.83 %
110612 P & R CHGS		(245,000.00)	(8,172.00)	(253,172.00)	(296,128.00)	0.00	42,956.00	116.97 %
		(245,000.00)	(8,172.00)	(253,172.00)	(296,128.00)	0.00	42,956.00	116.97 %

YTD Available Budget Report

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1101 GENERAL FUND		(74,521,244.00)	1,004,814.54	(73,516,429.46)	(72,707,668.22)	(958.71)	(807,802.53)	98.90 %
110615 PLNG CM DV		(800.00)	0.00	(800.00)	(380.00)	0.00	(420.00)	47.50 %
		(800.00)	0.00	(800.00)	(380.00)	0.00	(420.00)	47.50 %
110918 MISC INC		(29,500.00)	(272,662.96)	(302,162.96)	(341,551.53)	0.00	39,388.57	113.04 %
		(29,500.00)	(272,662.96)	(302,162.96)	(341,551.53)	0.00	39,388.57	113.04 %
110919 RCVRD CSTS		(670,280.00)	(257,425.41)	(927,705.41)	(893,762.25)	(958.71)	(32,984.45)	96.44 %
		(670,280.00)	(257,425.41)	(927,705.41)	(893,762.25)	(958.71)	(32,984.45)	96.44 %
110922 S NON CATG		(14,829,067.00)	3,201,787.78	(11,627,279.22)	(11,517,361.27)	0.00	(109,917.95)	99.05 %
		(14,829,067.00)	3,201,787.78	(11,627,279.22)	(11,517,361.27)	0.00	(109,917.95)	99.05 %
110923 SHRD EXPNS		(2,244,324.00)	0.00	(2,244,324.00)	(1,796,535.11)	0.00	(447,788.89)	80.05 %
		(2,244,324.00)	0.00	(2,244,324.00)	(1,796,535.11)	0.00	(447,788.89)	80.05 %
110924 S CATG AID		(103,790.00)	(152,925.00)	(256,715.00)	(366,783.83)	0.00	110,068.83	142.88 %
		(103,790.00)	(152,925.00)	(256,715.00)	(366,783.83)	0.00	110,068.83	142.88 %
110933 F CATG AID		(61,509.00)	(33,205.97)	(94,714.97)	(70,639.15)	0.00	(24,075.82)	74.58 %
		(61,509.00)	(33,205.97)	(94,714.97)	(70,639.15)	0.00	(24,075.82)	74.58 %
110934 SURP PROP		0.00	0.00	0.00	(2,035.00)	0.00	2,035.00	100.00 %
		0.00	0.00	0.00	(2,035.00)	0.00	2,035.00	100.00 %
110948 FND BAL		0.00	(1,326,229.61)	(1,326,229.61)	0.00	0.00	(1,326,229.61)	0.00 %
		0.00	(1,326,229.61)	(1,326,229.61)	0.00	0.00	(1,326,229.61)	0.00 %
110949 TRANSFERS		0.00	(98,256.87)	(98,256.87)	0.00	0.00	(98,256.87)	0.00 %
		0.00	(98,256.87)	(98,256.87)	0.00	0.00	(98,256.87)	0.00 %
	Grand Total:	(74,521,244.00)	1,004,814.54	(73,516,429.46)	(72,707,668.22)	(958.71)	(807,802.53)	98.90 %

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	(1,004,814.54)	73,516,429.46	53,147,950.47	282,210.01	20,086,268.98	72.68 %
11110100 BRD SUP		148,694.00	100,514.59	249,208.59	215,115.88	25,288.81	8,803.90	96.47 %
		148,694.00	100,514.59	249,208.59	215,115.88	25,288.81	8,803.90	96.47 %
11110200 CLERK BD		933,482.00	(70,052.12)	863,429.88	639,544.35	6,977.71	216,907.82	74.88 %
		933,482.00	(70,052.12)	863,429.88	639,544.35	6,977.71	216,907.82	74.88 %
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	311,933.17	58,570.41	31,878.83	92.08 %
		375,549.00	26,833.41	402,382.41	311,933.17	58,570.41	31,878.83	92.08 %
11122200 HR		520,669.00	18,775.18	539,444.18	450,105.71	25,005.00	64,333.47	88.07 %
		520,669.00	18,775.18	539,444.18	450,105.71	25,005.00	64,333.47	88.07 %
11123100 COR		1,038,879.00	0.00	1,038,879.00	907,212.90	0.00	131,666.10	87.33 %
		1,038,879.00	0.00	1,038,879.00	907,212.90	0.00	131,666.10	87.33 %
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	3,000.00	508,496.00	456,495.05	0.00	52,000.95	89.77 %
		505,496.00	3,000.00	508,496.00	456,495.05	0.00	52,000.95	89.77 %
11124200 FINANCE		812,956.00	0.00	812,956.00	669,310.31	3,650.00	139,995.69	82.78 %
		812,956.00	0.00	812,956.00	669,310.31	3,650.00	139,995.69	82.78 %
11125100 IT		988,974.00	(15,632.25)	973,341.75	845,610.11	5,127.87	122,603.77	87.40 %
		988,974.00	(15,632.25)	973,341.75	845,610.11	5,127.87	122,603.77	87.40 %
11125300 CNT PURCH		522,265.00	(22,500.00)	499,765.00	419,846.31	38,107.91	41,810.78	91.63 %
		522,265.00	(22,500.00)	499,765.00	419,846.31	38,107.91	41,810.78	91.63 %
11131000 ELECT BRD		10,454.00	0.00	10,454.00	7,962.36	0.00	2,491.64	76.16 %
		10,454.00	0.00	10,454.00	7,962.36	0.00	2,491.64	76.16 %
11132000 REGISTRAR		478,373.00	0.00	478,373.00	296,573.54	5,666.25	176,133.21	63.18 %
		478,373.00	0.00	478,373.00	296,573.54	5,666.25	176,133.21	63.18 %

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	(1,004,814.54)	73,516,429.46	53,147,950.47	282,210.01	20,086,268.98	72.68 %
11211000 CC JUDGE		99,532.00	0.00	99,532.00	84,806.21	0.00	14,725.79	85.20 %
		99,532.00	0.00	99,532.00	84,806.21	0.00	14,725.79	85.20 %
11212000 GEN DST CT		23,650.00	0.00	23,650.00	19,462.89	108.00	4,079.11	82.75 %
		23,650.00	0.00	23,650.00	19,462.89	108.00	4,079.11	82.75 %
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	3,427.87	590.04	4,102.09	49.48 %
		8,120.00	0.00	8,120.00	3,427.87	590.04	4,102.09	49.48 %
11216000 CLERK CC		521,438.00	0.00	521,438.00	439,508.78	75.00	81,854.22	84.30 %
		521,438.00	0.00	521,438.00	439,508.78	75.00	81,854.22	84.30 %
11217000 SH COURTS		1,136,633.00	4,160.00	1,140,793.00	1,018,707.88	0.00	122,085.12	89.30 %
		1,136,633.00	4,160.00	1,140,793.00	1,018,707.88	0.00	122,085.12	89.30 %
11219000 VCTM ASST		124,135.00	0.00	124,135.00	89,538.51	2,501.08	32,095.41	74.15 %
		124,135.00	0.00	124,135.00	89,538.51	2,501.08	32,095.41	74.15 %
11221000 COMM ATTNY		649,651.00	11,250.00	660,901.00	560,655.20	0.00	100,245.80	84.83 %
		649,651.00	11,250.00	660,901.00	560,655.20	0.00	100,245.80	84.83 %
11312000 *SHERIFF*		5,678,132.00	242,389.61	5,920,521.61	5,000,711.81	24,518.00	895,291.80	84.88 %
		5,678,132.00	242,389.61	5,920,521.61	5,000,711.81	24,518.00	895,291.80	84.88 %
11314000 E911 SYS		1,417,111.00	0.00	1,417,111.00	985,458.37	0.00	431,652.63	69.54 %
		1,417,111.00	0.00	1,417,111.00	985,458.37	0.00	431,652.63	69.54 %
11317000 PRIS CONF		1,447,680.00	5,489.28	1,453,169.28	961,805.01	0.00	491,364.27	66.19 %
		1,447,680.00	5,489.28	1,453,169.28	961,805.01	0.00	491,364.27	66.19 %
11318000 SH COMM SY		609,895.00	28,751.87	638,646.87	582,538.95	17,720.70	38,387.22	93.99 %
		609,895.00	28,751.87	638,646.87	582,538.95	17,720.70	38,387.22	93.99 %
11321000 FR EMER MN		7,849,668.00	775,777.69	8,625,445.69	7,431,329.12	41,418.23	1,152,698.34	86.64 %
		7,849,668.00	775,777.69	8,625,445.69	7,431,329.12	41,418.23	1,152,698.34	86.64 %

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	(1,004,814.54)	73,516,429.46	53,147,950.47	282,210.01	20,086,268.98	72.68 %
11321500 FREM PREP		65,271.00	25,006.80	90,277.80	74,652.51	0.00	15,625.29	82.69 %
		65,271.00	25,006.80	90,277.80	74,652.51	0.00	15,625.29	82.69 %
11323000 FIRE AM RE		0.00	28,837.92	28,837.92	26,834.38	0.00	2,003.54	93.05 %
		0.00	28,837.92	28,837.92	26,834.38	0.00	2,003.54	93.05 %
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	141,780.88	0.00	(3,194.88)	102.31 %
		138,586.00	0.00	138,586.00	141,780.88	0.00	(3,194.88)	102.31 %
11334000 CORCTN DET		42,114.00	0.00	42,114.00	42,114.00	0.00	0.00	100.00 %
		42,114.00	0.00	42,114.00	42,114.00	0.00	0.00	100.00 %
11341000 BLD INSP		656,709.00	(78,588.00)	578,121.00	446,436.94	300.00	131,384.06	77.27 %
		656,709.00	(78,588.00)	578,121.00	446,436.94	300.00	131,384.06	77.27 %
11351000 SH-ANML PR		542,370.00	68,785.67	611,155.67	496,437.99	0.00	114,717.68	81.23 %
		542,370.00	68,785.67	611,155.67	496,437.99	0.00	114,717.68	81.23 %
11423000 REFUSE CLC		1,271,008.00	0.00	1,271,008.00	1,111,913.63	0.00	159,094.37	87.48 %
		1,271,008.00	0.00	1,271,008.00	1,111,913.63	0.00	159,094.37	87.48 %
11432000 BLDG & GRN		1,393,344.00	27,427.60	1,420,771.60	1,229,166.95	4,135.00	187,469.65	86.81 %
		1,393,344.00	27,427.60	1,420,771.60	1,229,166.95	4,135.00	187,469.65	86.81 %
11512000 SPL HLTH D		391,416.00	0.00	391,416.00	391,416.00	0.00	0.00	100.00 %
		391,416.00	0.00	391,416.00	391,416.00	0.00	0.00	100.00 %
11525000 CH 10 BRD		145,000.00	0.00	145,000.00	145,000.00	0.00	0.00	100.00 %
		145,000.00	0.00	145,000.00	145,000.00	0.00	0.00	100.00 %
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 AGNCY 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	(1,004,814.54)	73,516,429.46	53,147,950.47	282,210.01	20,086,268.98	72.68 %
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	381,305.48	0.00	78,549.52	82.92 %
		459,855.00	0.00	459,855.00	381,305.48	0.00	78,549.52	82.92 %
11715000 REC PRGM		543,732.00	18,656.52	562,388.52	336,943.84	10,695.00	214,749.68	61.81 %
		543,732.00	18,656.52	562,388.52	336,943.84	10,695.00	214,749.68	61.81 %
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	10,000.00	0.00	0.00	100.00 %
		10,000.00	0.00	10,000.00	10,000.00	0.00	0.00	100.00 %
11732200 LIBRARY		228,855.00	0.00	228,855.00	228,855.00	0.00	0.00	100.00 %
		228,855.00	0.00	228,855.00	228,855.00	0.00	0.00	100.00 %
11811000 PLN & ZNNG		522,233.00	(74,157.00)	448,076.00	354,876.58	10,900.00	82,299.42	81.63 %
		522,233.00	(74,157.00)	448,076.00	354,876.58	10,900.00	82,299.42	81.63 %
11811100 PLN COMM		36,674.00	0.00	36,674.00	21,566.27	0.00	15,107.73	58.80 %
		36,674.00	0.00	36,674.00	21,566.27	0.00	15,107.73	58.80 %
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	212,867.09	0.00	21,468.91	90.84 %
		0.00	234,336.00	234,336.00	212,867.09	0.00	21,468.91	90.84 %
11814000 BRD ZN AP		4,600.00	0.00	4,600.00	11,899.21	0.00	(7,299.21)	258.67 %
		4,600.00	0.00	4,600.00	11,899.21	0.00	(7,299.21)	258.67 %
11815000 ECON DEV		380,575.00	181,125.00	561,700.00	484,103.86	405.00	77,191.14	86.26 %
		380,575.00	181,125.00	561,700.00	484,103.86	405.00	77,191.14	86.26 %
11816500 PLUMPOINT		0.00	0.00	0.00	49.50	0.00	(49.50)	100.00 %
		0.00	0.00	0.00	49.50	0.00	(49.50)	100.00 %

YTD Available Budget Report

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1101 GENERAL FUND		74,521,244.00	(1,004,814.54)	73,516,429.46	53,147,950.47	282,210.01	20,086,268.98	72.68 %
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	341,518.96	450.00	77,283.04	81.57 %
		500,843.00	(81,591.00)	419,252.00	341,518.96	450.00	77,283.04	81.57 %
11824000 SOIL WTR		22,450.00	0.00	22,450.00	22,450.00	0.00	0.00	100.00 %
		22,450.00	0.00	22,450.00	22,450.00	0.00	0.00	100.00 %
11830500 COOP EXT		68,921.00	605.00	69,526.00	22,225.60	0.00	47,300.40	31.97 %
		68,921.00	605.00	69,526.00	22,225.60	0.00	47,300.40	31.97 %
11914000 RSVRD CONT		300,000.00	(152,890.47)	147,109.53	0.00	0.00	147,109.53	0.00 %
		300,000.00	(152,890.47)	147,109.53	0.00	0.00	147,109.53	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 DISRECOVRY		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	(2,313,375.84)	38,525,041.16	24,171,422.48	0.00	14,353,618.68	62.74 %
		40,838,417.00	(2,313,375.84)	38,525,041.16	24,171,422.48	0.00	14,353,618.68	62.74 %
	Grand Total:	74,521,244.00	(1,004,814.54)	73,516,429.46	53,147,950.47	282,210.01	20,086,268.98	72.68 %

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: 8/11/2025

Miscellaneous

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	
Subject	Approval of Agreement with Colonial Ford Truck Sales for the Purchase of Two Full-size Pickup Trucks
Issue	Two trucks in the DPU fleet have reached the end of their useful life. DPU has a need to replace two pickup trucks
Recommendation	Authorize the County Administrator to sign the agreement
Fiscal Implications	purchase of these trucks was included in the DPU FY26 CIP, and the total cost is within the funds allocated
Policy Implications	N/A
Legislative History	similar agreement have been approved in the past
Discussion	The two trucks to be replaced are at least 17 years old, have at least 100,000 miles and are in poor condition: Truck 1902 - 2002 Chevrolet S-10 Truck 1916 - 2008 Ford F-250

Time Needed:	none	Person Appearing:	
Request prepared by:	Mike Lang	Telephone:	804 966 9625
Copy provided to:			

ATTACHMENTS:

Description	Type
Colonial Ford Bid	Cover Memo
Draft Agreement (PDF)	Cover Memo
Bid Tabulation	Cover Memo
IFB	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date

Public Utilities	Lang, Mike	Approved	7/22/2025 - 10:39 AM
Administration	Hathaway, Rodney	Approved	7/22/2025 - 2:30 PM
Attorney	Hefty, Brendan	Approved	8/4/2025 - 11:58 AM

Invitation for Bids

New Kent
COUNTY
VIRGINIA

Department of Public Utilities

2 Full-Size Pickup Trucks

June 26, 2025

New Kent County
Department of Public Utilities
P.O. Box 130
New Kent, VA 23124
(804) 966-9678

IFB # 25-1105 PU

The New Kent County Department of Public Utilities (DPU) is soliciting bids from qualified bidders to provide and deliver 2 full-sized pickup trucks to the DPU office located at 7051 Poindexter Road in New Kent, VA 23124. Signed and sealed bids will be received by U.S Mail, private courier or in person until **2:00 pm on July 15, 2025** at the following location:

County Administrator's Office
New Kent County Administration Building
P.O. Box 150
12007 Courthouse Circle
New Kent, Virginia 23124
(804) 966-9683

*Note the bids **will not** be received at the DPU office.

Bid packages should be **clearly labeled** on the outside of the sealed envelope:

"Sealed bid – IFB# 25-1105 PU"
Full Size Pickup Trucks

It is the submitting bidder's responsibility to verify that sealed bids have been received by the time & date specified. Bids that are not received on time or appropriately identified will be returned to the submitting bidder, unopened. All bid packages received on time and appropriately labeled will be recorded and **publicly opened immediately** thereafter. Bid packages must be submitted in **duplicate** in the sealed & labeled envelope.

It is the intent of the IFB to award to the **lowest responsive and responsible bidder.** The DPU reserves the right to **waive informalities** in any bid received, to **reject any or all bids** in whole or in part, with or without cause. The DPU reserves the right to **reject any conditional bid** and will normally reject any bid which makes it impossible to determine the intent of the bid.

The **contact** for the referenced Invitation for Bids is:

J.D. Lethco
Maintenance Superintendent
Department of Public Utilities
P.O. Box 130
New Kent, Virginia 23124
(804) 966-9678
Jdlethco2@newkent-va.us
Cell- (804) 551-1558

General Information

PURPOSE

The New Kent County Department of Public Utilities is soliciting bids from qualified dealers for **2 Full-sized pickup trucks.** The offered prices must include all **labor, materials, overhead & profit.**

It is the intent of the IFB to determine the **lowest responsive and responsible bidder for these vehicles.**

DELIVERY LOCATION (FOB):

Public Utilities Office
7051 Poindexter Road
New Kent, Virginia 23124
(804) 966-9678

SPECIFICATIONS

Vehicle Type:	**4WD Full-Size Pickup truck**
	GMC 1500 or Equal
Chassis Details:	N/A
Quantity desired	Two
Model Year	2024 – 2026 New/ Not pre-owned ✓
Cab Type	Extended cab or Crew cab ✓
Drive Train	4x4 ✓
Exterior Color	White ✓
Engine Cylinder Count	8 ✓
Transmission Type	Automatic ✓
Rear Wheels	Single ✓
Fuel Type	Gasoline ✓
Engine Size	5L and above ✓

Brake Type	Hydraulic ✓
Body Type:	**Pickup Truck**
Body Material	~~Steel~~ Aluminum ✓
Bed Length	Open to any size but with spray-on bed liner ✓
Body Color	White ✓
Hitch Type	Receiver ✓
Lighting Type	LED (not mandatory) ✓
Alarm Type	None
Trailer Plug Type	7 Prong flat ✓

Warranty

The bidder must clearly identify and state the warranty period. ✓

Procurement

The terms and conditions of this procurement will be in accordance with the latest edition of the New Kent County Procurement Manual. https://www.co.new-kent.va.us/272/Procurement

Bid Form
IFB#25-1105 PU
Full Size Truck

Full-Size Pickup Truck as specified	$ 44,503.00 Each
Number of Specified Trucks Available	2
Delivery Date	Estimated 10 Weeks From PO

Colonial Ford Truck Sales, Inc.
SUBMITTING FIRM NAME *FEDERAL ID NUMBER*

Donnie Nuckols — 7-8-2025
PRINT NAME & TITLE *SIGNATURE* *DATE*
Municipal Sales Manager

Must also include:
- ☑ Affidavit of Non-Collusion
- ☑ Vehicle Specification Sheet

ATTACHMENT C

TO THE BOARD OF SUPERVISORS:

The undersigned hereby declares that he/she (it) is the only person (firm) interested in this bid; that it is made without any connection with any person making another bid for this same contract; that the bid is in all respects fair and without collusion or fraud; and that no official or any person in the employ of the Board of Supervisors is directly or indirectly interested in the bid or any portion of the profit thereof.

The undersigned also declares that he has carefully examined the Request for Proposal specifications, all annexed instructions, addenda, and attachments and will provide all the required services and will fulfill all the terms of the bid, if selected.

Signature: _____

Date: 7-8-25

ADDRESS OF PRINCIPAL PLACE OF BUSINESS:

1833 Commerce Rd

Richmond VA 23224

Telephone: 804-232-3493

Facsimile: 804-230-1932

Prepared by: Donnie Nuckols
07/08/2025

Colonial Ford Truck Sales, Inc. | 1833 Commerce Richmond Virginia | 232247801

2025 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1L)

Price Level: 565 | Quote ID: NWKNT

Major Equipment

* Variable intermittent front windshield wipers
* Rear under seat climate control ducts
* Seat mounted side impact driver airbag
* Seat mounted side impact front passenger airbag
* 6 airbags
* SecuriLock immobilizer
* 60-40 folding rear seats
* Fold-up rear seat cushion
* Manual rear seat head restraint control
* Split-bench rear seat
* Driver seat with 4-way directional controls
* Height adjustable front seat head restraints
* Split-bench front seat
* Manual reclining driver seat
* Manual reclining passenger seat
* Vinyl front seat upholstery
* 4-wheel disc brakes
* Electronic parking brake
* Hill Start Assist
* Manual climate control
* Driver front impact airbag
* Passenger front impact airbag
* Airbag occupancy sensor
* AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
* Fixed rear seats
* Front facing rear seat
* Height adjustable rear seat head restraints
* 3 rear seat head restraints
* 40-20-40 split-bench front seat
* Front passenger seat with 4-way directional controls
* Manual front seat head restraint control
* Front seat center armrest
* Manual driver seat fore/aft control
* Manual passenger seat fore/aft control
* Vinyl front seatback upholstery
* 4-wheel antilock (ABS) brakes
* Brake assist system

As Configured Vehicle

61

Fleet Customer Powertrain Limited Warranty

5 Year | 100,000 Fleet Powertrain Warranty

Requires valid FIN code.

Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.

Prepared by: Donnie Nuckols
07/08/2025

Colonial Ford Truck Sales, Inc. | 1833 Commerce Richmond Virginia | 232247801

2025 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1L)

Price Level: 565 | Quote ID: NWKNT

Major Equipment

(Based on selected options, shown at right)

10-speed automatic

Exterior: Oxford White

Interior: Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat

* 17 x 7.5-inch front and rear silver steel wheels
* P265/70RS17 AT BSW front and rear tires
* Lock-up transmission
* Alternator Amps: 200A
* All-speed ABS and driveline traction control
* Lead acid battery
* Fuel tank capacity: 36.01 gal.
* Driver selectable drivetrain mode
* Bluetooth wireless audio streaming
* AM/FM stereo radio
* Seek scan
* Auxiliary input jack
* Internet radio capability
* Vehicle body length: 231.7"
* Axle capacity rear: 4,800 lbs.
* Axle capacity front: 4,050 lbs.
* Standard ride suspension
* Power door mirrors
* Manual folding door mirrors
* Daytime running lights
* Class IV tow rating
* Overdrive transmission
* Transmission electronic control
* Stainless steel single exhaust
* Battery rating: 610CCA
* Battery run down protection
* Auto stop-start engine
* Steering wheel mounted audio controls
* 12 inch primary display
* AM/FM/satellite
* Radio data system (RDS)
* SYNC 4 external memory control
* 3 month satellite trial subscription
* Wheelbase: 145.0"
* Tire/wheel capacity rear: 4,150 lbs.
* Spring rating front: 3,600 lbs.
* Trip computer
* Heated driver and passenger side door mirrors
* DRL preference setting
* Light tinted windows

As Configured Vehicle

STANDARD VEHICLE PRICE	
Equipment Group 101A Standard	N/C
Transmission: Electronic 10-Speed Automatic	Included
Tires: 265/70R17 BSW A/T	Included
Wheels: 17" Silver Steel	Included
145" Wheelbase	STD
Monotone Paint Application	STD
Radio: AM/FM Stereo w/SiriusXM 360L	Included
Fleet Customer Powertrain Limited Warranty	N/C
50 State Emissions System	STD
SYNC 4 w/Enhanced Voice Recognition	Included
Engine: 5.0L V8	
3.31 Axle Ratio	Included
GVWR: 7,100 lbs Payload Package	Included
Oxford White	N/C
Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	N/C
Vinyl 40/20/40 Front Seat	N/C
Spray-In Bedliner	

CONTRACT

Full-Size Pickup Trucks
IFB #25-1105 PU

This contract is made this ____ day of _____, 20___ by and between the County of New Kent, Virginia, a political subdivision of the Commonwealth of Virginia (the "County") and Colonial Ford Truck Sales, Inc. whose mailing address is 1833 Commerce Road, Richmond, VA 23224 (the "Contractor").

WHEREAS, pursuant to the Virginia Public Procurement Act, the County has solicited bids for Full Size Pickup Trucks; and

WHEREAS, the Contractor was a responsible and responsive bidder; and

WHEREAS, the Bid submitted by Contractor for Full-Size Pickup Trucks (2025 Ford F-150 SuperCab) was the lowest responsive and responsible bid and has been accepted by the County.

NOW THEREFORE, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the parties to this Contract agree to the following terms:

1. **Incorporation by Reference**. The County's Invitation for Bids (the "IFB") is attached as Exhibit A and incorporated to this Contract by reference. New Kent County's General Terms and Conditions, as referenced and hyperlinked in the IFB, are also incorporated to this Contract by reference. Contractor's Bid Documents dated July 8, 2025 are included as Exhibit B and incorporated to this Contract by reference. If any discrepancies arise between this Contract document, the IFB, the General Terms and Conditions, and/or the Contractor's Bid Documents, the order of precedence between them are as follows:

    1. this Contract document; then
    2. the IFB; then
    3. the General Terms and Conditions; then
    4. the Contractor's Bid Documents.

    Contractor agrees to sell two trucks identified in paragraph 3 to the County in accordance with the IFB and the General Terms and Conditions.

2. **Time of Performance**. The Contractor agrees to deliver the requested services 10 weeks following receipt of a County purchase order, estimated to be October 31, 2025

3. **Costs**. Contractor agrees that the price for the trucks is as follows:

2025 Ford F-150 SuperCab (per Quote #NWKNT)	$ 44,503.00
2025 Ford F-150 SuperCab (per Quote #NWKNT)	$ 44,503.00
TOTAL	$ 89,006.00

4. **Payment** will be made subject to the terms of the IFB and the bid.

5. **Rights and Obligations**. The rights and obligations of each party under this Contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party. Any approved successor to the Contract will be bound by all its terms.

6. **General Terms and Conditions**. Contractor agrees to maintain insurance as required in the General Terms and Conditions.

7. **Term**. The term of this Contract is one year from the date first above written.

8. **Miscellaneous.**

a. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party.
b. If any provision of this Contract is determined to be unenforceable, then the unenforceable provisions will be severed from this Contract and the remaining provisions of this Contract will remain in effect.

IN WITNESS WHEREOF, and intending to be legally bound by this Contract, the County and Contractor by its duly authorized officers, have caused this Contract to be properly executed under seal:

_____
Colonial Ford Truck Sales, Inc.

Seal:_____
Title:_____
Date:_____

_____
COUNTY OF NEW KENT, VIRGINIA

Seal:_____
Title:_____
Date:_____

Approved as to Form:

_____
County Attorney

EXHIBIT A

EXHIBIT B

BID OPENING FORM

PROJECT: Public Utility Vehicles #25-1105 PU

BIDS DUE: 2:00pm 7/15/2025

OPENING DATE: 7/15/2025 TIME: 2:00pm

OPENING OFFICER: Mike Lang

WITNESS: JD LETHCO

*Date/time received will be noted on each bid when received. Any bid received after the due date and time will be noted as such and returned unopened to the submitting firm.

SUBMITTING FIRM	Date/Time Received	Total Bid Price	Product Data Sheets	Affidavit of Non-Collusion	DELIVERY	
ONE NATION DISTRIBUTION, LLC	7/15/25 11:30	$59,494.00 each	FORD F-150 ✓	✓	3 WEEKS	
AMERICAN VET WORKS	7/14/25 10:37	$49,299.00 each	TUNDRA SR V-6 ✓	✓	3-6 MONTHS	
COLONIAL FORD TRUCK SALES	7/11/25 13:46	$44,503.00 each	FORD F-150 ✓	✓	10 WEEKS	
EASTERN SHORE TOYOTA	7/11/25 10:30	$45,586.83 each	TUNDRA V-6	✓	60 days	
Magic City CDJR Bedford	7/17/25 10:30 am	—	—	—	—	received after close date

Invitation for Bids

New Kent
COUNTY
VIRGINIA

Department of Public Utilities

2 Full-Size Pickup Trucks

June 26, 2025

New Kent County
Department of Public Utilities
P.O. Box 130
New Kent, VA 23124
(804) 966-9678

IFB # 25-1105 PU

The New Kent County Department of Public Utilities (DPU) is soliciting bids from qualified bidders to provide and deliver 2 full-sized pickup trucks to the DPU office located at 7051 Poindexter Road in New Kent, VA 23124. Signed and sealed bids will be received by U.S Mail, private courier or in person until **2:00 pm on July 15, 2025** at the following location:

County Administrator's Office
New Kent County Administration Building
P.O. Box 150
12007 Courthouse Circle
New Kent, Virginia 23124
(804) 966-9683

*Note the bids **will not** be received at the DPU office.

Bid packages should be **clearly labeled** on the outside of the sealed envelope:

"Sealed bid – IFB# 25-1105 PU"
Full Size Pickup Trucks

It is the submitting bidder's responsibility to verify that sealed bids have been received by the time & date specified. Bids that are not received on time or appropriately identified will be returned to the submitting bidder, unopened. All bid packages received on time and appropriately labeled will be recorded and **publicly opened immediately** thereafter. Bid packages must be submitted in **duplicate** in the sealed & labeled envelope.

It is the intent of the IFB to award to the **lowest responsive and responsible bidder.** The DPU reserves the right to **waive informalities** in any bid received, to **reject any or all bids** in whole or in part, with or without cause. The DPU reserves the right to **reject any conditional bid** and will normally reject any bid which makes it impossible to determine the intent of the bid.

The **contact** for the referenced Invitation for Bids is:

J.D. Lethco
Maintenance Superintendent
Department of Public Utilities
P.O. Box 130
New Kent, Virginia 23124
(804) 966-9678
Jdlethco2@newkent-va.us
Cell- (804) 551-1558

General Information

PURPOSE

The New Kent County Department of Public Utilities is soliciting bids from qualified dealers for **2 Full-sized pickup trucks.** The offered prices must include all **labor, materials, overhead & profit.**

It is the intent of the IFB to determine the **lowest responsive and responsible bidder for these vehicles.**

DELIVERY LOCATION (FOB):

Public Utilities Office
7051 Poindexter Road
New Kent, Virginia 23124
(804) 966-9678

SPECIFICATIONS

Vehicle Type:	**4WD Full-Size Pickup truck** **GMC 1500 or Equal**
Chassis Details:	N/A
Quantity desired	Two
Model Year	2024 – 2026 New/ Not pre-owned
Cab Type	Extended cab or Crew cab
Drive Train	4x4
Exterior Color	White
Engine Cylinder Count	8
Transmission Type	Automatic
Rear Wheels	Single
Fuel Type	Gasoline
Engine Size	5L and above

Brake Type	Hydraulic
Body Type:	**Pickup Truck**
Body Material	Steel
Bed Length	Open to any size but with spray-on bed liner
Body Color	White
Hitch Type	Receiver
Lighting Type	LED (not mandatory)
Alarm Type	None
Trailer Plug Type	7 Prong flat

Warranty

The bidder must clearly identify and state the warranty period.

Procurement

The terms and conditions of this procurement will be in accordance with the latest edition of the New Kent County Procurement Manual. https://www.co.new-kent.va.us/272/Procurement

Bid Form
IFB#25-1105 PU
Full Size Truck

Full-Size Pickup Truck as specified **$ _____**

Number of Specified Trucks Available _____

Delivery Date _____

_____

SUBMITTING FIRM NAME ***FEDERAL ID NUMBER***

_____

PRINT NAME & TITLE ***SIGNATURE*** ***DATE***

Must also include:

- □ Affidavit of Non-Collusion
- □ Vehicle Specification Sheet

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: 8/11/2025

Miscellaneous

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	
Subject	Approval of Agreement with Straight Cuts Tree and Lawn Care Service
Issue	DPU has a need for a vendor to clear easements. Easement clearing is necessary to maintain access to water & sewer lines for maintenance or repair.
Recommendation	authorize the County Administrator to sign the agreement
Fiscal Implications	Easement clearing was included in DPU's 2026 approved CIP. The total cost is within the amount budgeted.
Policy Implications	none
Legislative History	none
Discussion	Easement clearing is an ongoing operation. Several easements along Rt 60 & Rt 33 cannot safely be cleared by DPU due to caliper of trees, steep slopes, wet ground, proximity to traffic or other reasons.

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

ATTACHMENTS:

Description	Type
Draft Agreement (PDF)	Cover Memo
Bid Tabulation	Cover Memo
Straight Cuts BId	Cover Memo
IFB	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Public Utilities	Lang, Mike	Approved	7/22/2025 - 1:55 PM
Administration	Hathaway, Rodney	Approved	7/22/2025 - 2:31 PM
Attorney	Hefty, Brendan	Approved	8/4/2025 - 11:58 AM

CONTRACT

Easement Clearing
IFB #25-1106 PU

This contract is made this ____ day of _____, 20___ by and between the County of New Kent, Virginia, a political subdivision of the Commonwealth of Virginia (the "County") and Straight Cuts Tree and Lawncare Service, LLC. whose mailing address is 11136 Railroad Lane, Ruther Glen, VA 22546 (the "Contractor").

WHEREAS, pursuant to the Virginia Public Procurement Act, the County has solicited bids for easement clearing; and

WHEREAS, the Contractor was a responsible and responsive bidder; and

WHEREAS, the Bid submitted by Contractor for Easement Clearing was the lowest responsive and responsible bid and has been accepted by the County.

NOW THEREFORE, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the parties to this Contract agree to the following terms:

1. Scope of Work. **Incorporation by Reference**. The County's Invitation for Bids (the "IFB") is attached as Exhibit A and incorporated to this Contract by reference. New Kent County's General Terms and Conditions, as referenced and hyperlinked in the IFB, are also incorporated to this Contract by reference. Contractor's Bid Documents dated July 14, 2025 are included as Exhibit B and incorporated to this Contract by reference. If any discrepancies arise between this Contract document, the IFB, the General Terms and Conditions, and/or the Contractor's Bid Documents, the order of precedence between them are as follows:

    1. this Contract document; then
    2. the IFB; then
    3. the General Terms and Conditions; then
    4. the Contractor's Bid Documents.

Contractor agrees to perform the service as described in the IFB and the General Terms and Conditions.

2. **Time of Performance**. The Contractor agrees to deliver the requested services within 90 days following receipt of a County purchase order, estimated to be November 15, 2025

3. **Costs**. Contractor agrees that the price for the work is as follows:

Easement Clearing as specified (approx. 156,000 ft^2) $78,000.00

4. **Payment** will be made subject to the terms of the IFB and the bid.

5. **Rights and Obligations**. The rights and obligations of each party under this Contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party. Any approved successor to the Contract will be bound by all its terms.

6. **General Terms and Conditions**. Contractor agrees to maintain insurance as required in the General Terms and Conditions.

7. **Term**. The term of this Contract is one year from the date first above written.

8. **Miscellaneous.**

a. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party.
b. If any provision of this Contract is determined to be unenforceable, then the unenforceable provisions will be severed from this Contract and the remaining provisions of this Contract will remain in effect.

IN WITNESS WHEREOF, and intending to be legally bound by this Contract, the County and Contractor by its duly authorized officers, have caused this Contract to be properly executed under seal:

_____
Straight Cuts Tree and Lawncare Service, LLC.

Seal:_____
Title:_____
Date:_____

_____
COUNTY OF NEW KENT, VIRGINIA

Seal:_____
Title:_____
Date:_____

Approved as to Form:

_____
County Attorney

EXHIBIT A

EXHIBIT B

BID OPENING FORM

PROJECT: Public Utility Easement Clearing #25-1106 PU

BIDS DUE: 2:00pm 7/15/2025

OPENING DATE: 7/15/2025 TIME: 2:00pm

OPENING OFFICER: Mike Lang

WITNESS: JD LETHCO

*Date/time received will be noted on each bid when received. Any bid received after the due date and time will be noted as such and returned unopened to the submitting firm.

SUBMITTING FIRM	Date/Time Received	Total Bid Price	~~Product Data Sheets~~	Affidavit of Non-Collusion		
STRAIGHT CUTS TREE + LAWN CARE	7/14/25 08:44	$78,000	N/A	✓		

Invitation for Bids

New Kent
COUNTY
VIRGINIA

Department of Public Utilities

RT. 60 Easement Clearing

June 30, 2025

New Kent County
Department of Public Utilities
P.O. Box 130
New Kent, VA 23124
(804) 966-9678

IFB #25-1106 PU

New Kent County Department of Public Utilities (DPU) is soliciting bids from qualified contractors to provide services that would include the clearing/mulching/or removal of all vegetation within the designated areas of Rt. 60 and Rt. 33 in New Kent County, Virginia. Signed and sealed bids will be received by U.S Mail, private courier or in person until **July 15, 2025 at 2:00 pm** at the following location:

County Administrator's Office
New Kent County Administration Building
P.O. Box 150
12007 Courthouse Circle
New Kent, Virginia 23124
(804) 966-9683

*Note the bids **will not** be received at the DPU office.

Bid packages should be **clearly labeled** on the outside of the sealed envelope:

"Sealed bid – IFB# 25-1106PU
Utility Easement Clearing"

It is the submitting bidder's responsibility to verify that sealed bids have been received by the time & date specified. Bids that are not received on time or appropriately identified will be returned to the submitting dealer, unopened. All bid packages received on time and appropriately labeled will be recorded and **publicly opened immediately** thereafter. Bid packages must be submitted in **duplicate** in the sealed & labeled envelope.

It is the intent of the IFB to award to the **highest quality of services at the most reasonable price.** DPU reserves the right to **waive informalities** in any bid received, to **reject any or all bids** in whole or in part, with or without cause. DPU reserves the right to **reject any conditional bid** and will normally reject any bid which makes it impossible to determine the intent of the bid.

The **contact** for the referenced Invitation for Bids is:

J.D. Lethco
Maintenance Superintendent
Department of Public Utilities
P.O. Box 130
New Kent, Virginia 23124
(804) 966-9678
Jdlethco2@newkent-va.us
Cell- (804) 551-1558

General Information

PURPOSE

New Kent County Department of Public Utilities is soliciting bids from qualified contractors for easement clearing in designated areas on Rt. 60 (Pocahontas Trail) in Bottoms Bridge and Rt 33 (Eltham Road) near West Point. Submitted bids must be inclusive of all costs (**labor, equipment, materials, overhead & profit).**

It is the intent of the IFB to determine the **lowest responsive and responsible bidder for these services.**

Background

New Kent DPU conducts regular easement clearing operations to maintain access and prevent damage to utility assets. Due to steep slopes, traffic hazards, size/caliper of vegetation and other safety considerations, several segments of water, sewer or reclaimed water line easement along Route 33 and Route 60 are not accessible to DPU personnel for clearing.

Locations

The easement segments to be cleared are shown on the attached figures, marked in the field with pink flagging tape and described below:

Location	Description	Estimated Area	Figures
Bottoms Bridge	Two segments on the south (eastbound) shoulder of US Route 60 Pocahontas Trail, approximately 200 feet and 650 feet east of the Chickahominy River/Henrico County line. Immediately west of Fire Station #6.	12,000 ft^2	1 & 2
Eltham	Two segments on the north (westbound) shoulder of Route 33 Eltham Road, one immediately west and one approximately 600 feet east of Route 249 New Kent Highway.	33,000 ft^2	3 & 4
Eltham	One segment on the north (westbound) shoulder of Route 33 Eltham Road, spanning approximately 800 feet west and 1200 feet east of the Curtis Contracting laydown yard entrance.	40,000 ft^2	3 & 5
Eltham	One segment on the north (westbound) shoulder of Route 33 Eltham Road, immediately west of New Kent Fire Station #3.	39,000 ft^2	3 & 6
Eltham	One branching segment on the north (westbound) shoulder of Route 33 Eltham Road, between Weir Creek Boulevard and the gravel entrance to County sewer pumping station.	32,000 ft^2	3 & 7

Scope of Work

The Scope-of-Work includes linear site clearing operations, including trees and vegetation removal, protection of existing trees to be left standing, and clearing.

- Provide protection necessary to prevent damage to existing improvements not indicated to be removed, and improvements on adjoining properties.
- Restore all improvements damaged by this Work to their original condition, and acceptable to the Owner, the County, and other parties or authorities having jurisdiction.
- Protect existing trees and other vegetation indicated to remain in place against cutting, breaking, or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line. Provide temporary fences, barricades or guards as required to protect trees and vegetation to be left standing.
- Provide approved traffic control measures where appropriate.
- Remove from the identified sites trees, brush, shrubs, down timber, rotten wood, rubbish and other vegetation.
- Remove all trees and brush within 10' either side of marked utility pipeline.
- Stumps of trees, other than the above, to be left in place will be cut off will be left not more than 3" above original grade.
- Clearing work will be restricted to area within rights-of-way or easements.
- Unless otherwise noted, trees within the "Construction Limits" will become the property of the Contractor and will either be chipped and mulched on site or removed from the site.
- Clean up debris resulting from site clearing operations continuously with the progress of the work.
- Remove all waste material from site. Remove debris from site in such a manner as to prevent spillage. Keep pavement and area adjacent to site clean and free from mud, dirt and debris at all times.

The scope of work will also include additional clearing, trimming or other related services on an on-call basis.

All work will be performed in accordance with the regulations and standard of the following agencies, as applicable:

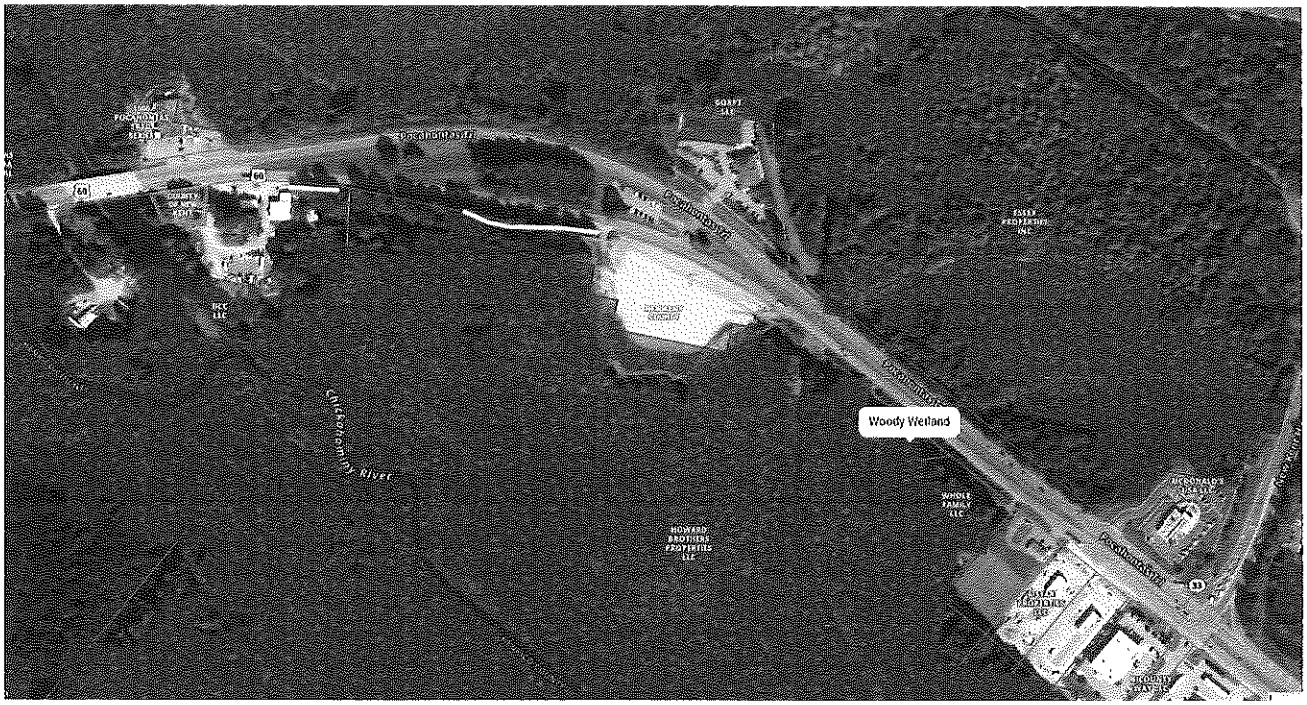
- Virginia Utility Protection Services (VUPS)
- New Kent Department of Public Utilities (DPU)
- Occupational Health and Safety Administration (OSHA)
- Virginia Department of Environmental Quality (VDEQ)
- Virginia Department of Environmental Transportation (VDOT)

Contract Term

The stated scope of work must be completed within a period of 90 days from the date of execution. The contract will remain in effect for a period of three (3) years from that date for on-call services.

Procurement

The terms and conditions of this procurement will be in accordance with the latest edition of the New Kent County Procurement Manual. https://www.co.new-kent.va.us/272/Procurement


Woody Wetland
Pocahontas Trl
Pocahontas Trl
Pocahontas Trl

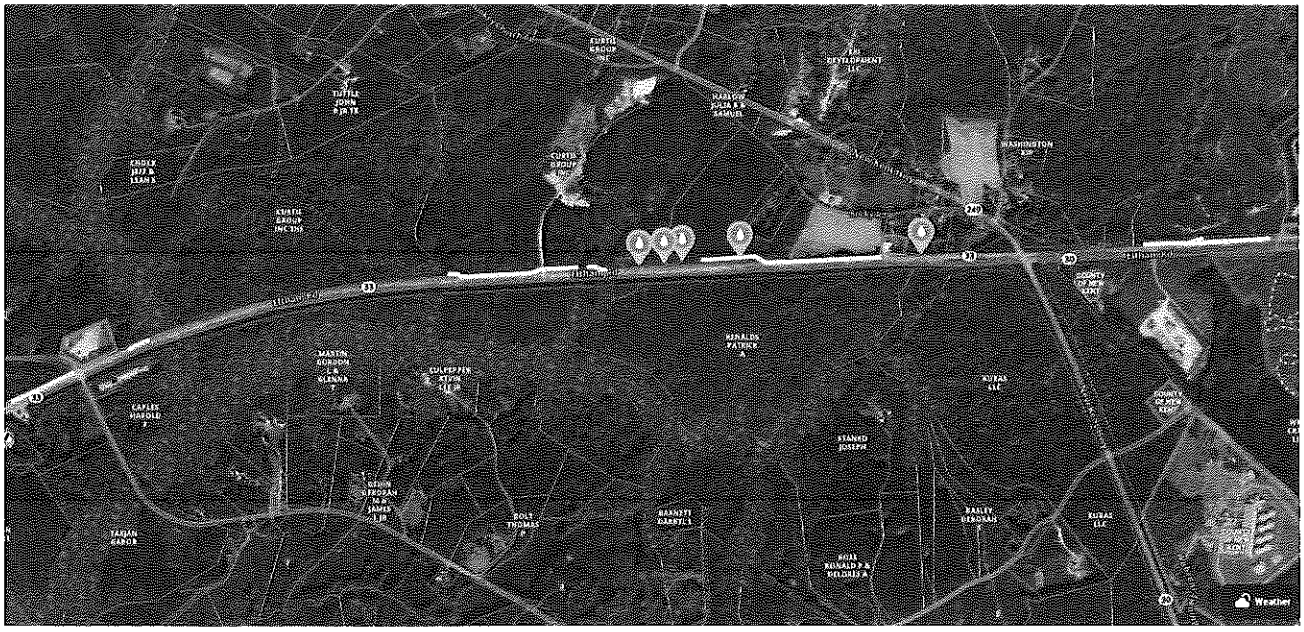


Figure 3 – Rt 33 wide view

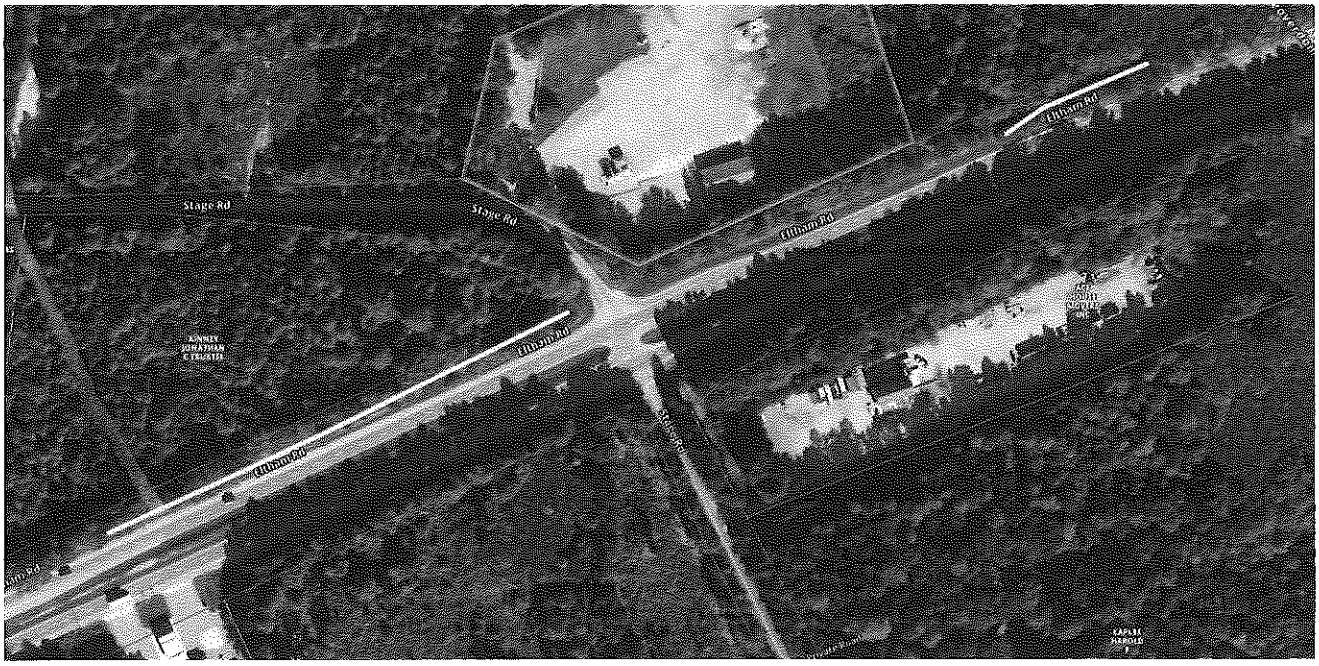


Figure 4 – Stage Road detailed view

Figure 5 – Curtis Contracting entrance detailed view

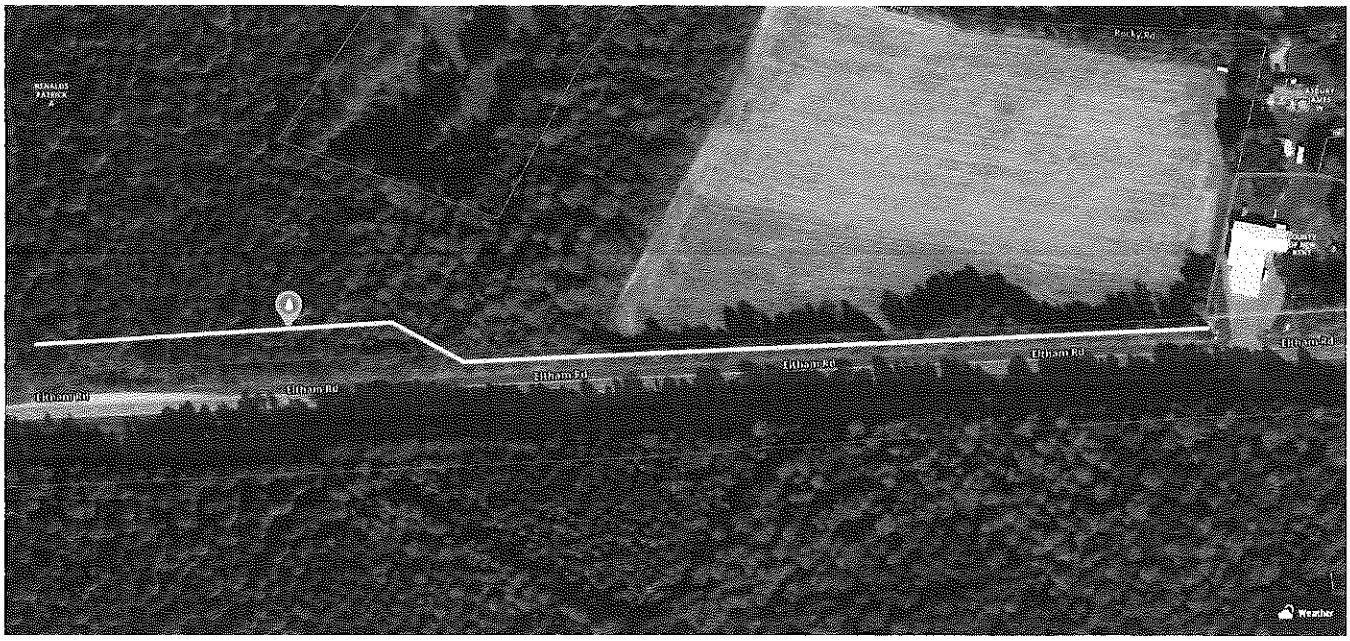


Figure 6 – Fire Station #3 detailed view

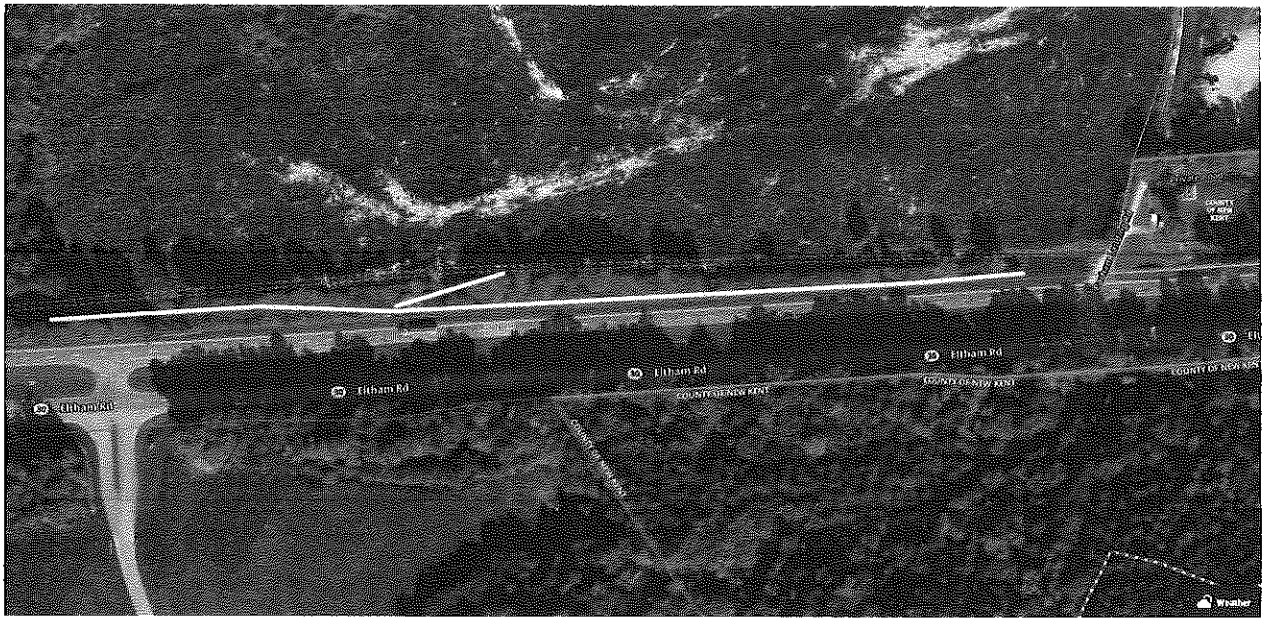


Figure 7 – Sewer pumping station detailed view

Bid Form
IFB#25-1106 PU
Easement Clearing

Easement clearing as specified $ 78,000.00

Straight Cuts Tree & Lawn Care Service, LLC 84-3002508
SUBMITTING FIRM NAME *FEDERAL ID NUMBER*

Dalton G. Whitley Owner/Operator Dalton Whitley 7/14/25
PRINT NAME & TITLE *SIGNATURE* *DATE*

Must also include:
- ☑ Affidavit of Non-Collusion

ATTACHMENT C

TO THE BOARD OF SUPERVISORS:

The undersigned hereby declares that he/she (it) is the only person (firm) interested in this bid; that it is made without any connection with any person making another bid for this same contract; that the bid is in all respects fair and without collusion or fraud; and that no official or any person in the employ of the Board of Supervisors is directly or indirectly interested in the bid or any portion of the profit thereof.

The undersigned also declares that he has carefully examined the Request for Proposal specifications, all annexed instructions, addenda, and attachments and will provide all the required services and will fulfill all the terms of the bid, if selected.

Signature: Dalton Whitley Dalton

Date: 7/14/25

ADDRESS OF PRINCIPAL PLACE OF BUSINESS:

Straight Cuts Tree & Lawn Care Service, LLC
11136 Railroad Lane
Ruther Glen, VA 22546

Telephone: (804)461-8276
Facsimile: n/a

Invitation for Bids

New Kent
COUNTY
VIRGINIA

Department of Public Utilities

RT. 60 Easement Clearing

June 30, 2025

New Kent County
Department of Public Utilities
P.O. Box 130
New Kent, VA 23124
(804) 966-9678

IFB #25-1106 PU

New Kent County Department of Public Utilities (DPU) is soliciting bids from qualified contractors to provide services that would include the clearing/mulching/or removal of all vegetation within the designated areas of Rt. 60 and Rt. 33 in New Kent County, Virginia. Signed and sealed bids will be received by U.S Mail, private courier or in person until **July 15, 2025 at 2:00 pm** at the following location:

County Administrator's Office
New Kent County Administration Building
P.O. Box 150
12007 Courthouse Circle
New Kent, Virginia 23124
(804) 966-9683

*Note the bids **will not** be received at the DPU office.

Bid packages should be **clearly labeled** on the outside of the sealed envelope:

"Sealed bid – IFB# 25-1106PU
Utility Easement Clearing"

It is the submitting bidder's responsibility to verify that sealed bids have been received by the time & date specified. Bids that are not received on time or appropriately identified will be returned to the submitting dealer, unopened. All bid packages received on time and appropriately labeled will be recorded and **publicly opened immediately** thereafter. Bid packages must be submitted in **duplicate** in the sealed & labeled envelope.

It is the intent of the IFB to award to the **highest quality of services at the most reasonable price.** DPU reserves the right to **waive informalities** in any bid received, to **reject any or all bids** in whole or in part, with or without cause. DPU reserves the right to **reject any conditional bid** and will normally reject any bid which makes it impossible to determine the intent of the bid.

The **contact** for the referenced Invitation for Bids is:

J.D. Lethco
Maintenance Superintendent
Department of Public Utilities
P.O. Box 130
New Kent, Virginia 23124
(804) 966-9678
Jdlethco2@newkent-va.us
Cell- (804) 551-1558

General Information

PURPOSE

New Kent County Department of Public Utilities is soliciting bids from qualified contractors for easement clearing in designated areas on Rt. 60 (Pocahontas Trail) in Bottoms Bridge and Rt 33 (Eltham Road) near West Point. Submitted bids must be inclusive of all costs (**labor, equipment, materials, overhead & profit).**

It is the intent of the IFB to determine the **lowest responsive and responsible bidder for these services.**

Background

New Kent DPU conducts regular easement clearing operations to maintain access and prevent damage to utility assets. Due to steep slopes, traffic hazards, size/caliper of vegetation and other safety considerations, several segments of water, sewer or reclaimed water line easement along Route 33 and Route 60 are not accessible to DPU personnel for clearing.

Locations

The easement segments to be cleared are shown on the attached figures, marked in the field with pink flagging tape and described below:

Location	Description	Estimated Area	Figures
Bottoms Bridge	Two segments on the south (eastbound) shoulder of US Route 60 Pocahontas Trail, approximately 200 feet and 650 feet east of the Chickahominy River/Henrico County line. Immediately west of Fire Station #6.	12,000 ft^2	1 & 2
Eltham	Two segments on the north (westbound) shoulder of Route 33 Eltham Road, one immediately west and one approximately 600 feet east of Route 249 New Kent Highway.	33,000 ft^2	3 & 4
Eltham	One segment on the north (westbound) shoulder of Route 33 Eltham Road, spanning approximately 800 feet west and 1200 feet east of the Curtis Contracting laydown yard entrance.	40,000 ft^2	3 & 5
Eltham	One segment on the north (westbound) shoulder of Route 33 Eltham Road, immediately west of New Kent Fire Station #3.	39,000 ft^2	3 & 6
Eltham	One branching segment on the north (westbound) shoulder of Route 33 Eltham Road, between Weir Creek Boulevard and the gravel entrance to County sewer pumping station.	32,000 ft^2	3 & 7

Scope of Work

The Scope-of-Work includes linear site clearing operations, including trees and vegetation removal, protection of existing trees to be left standing, and clearing.

- Provide protection necessary to prevent damage to existing improvements not indicated to be removed, and improvements on adjoining properties.
- Restore all improvements damaged by this Work to their original condition, and acceptable to the Owner, the County, and other parties or authorities having jurisdiction.
- Protect existing trees and other vegetation indicated to remain in place against cutting, breaking, or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line. Provide temporary fences, barricades or guards as required to protect trees and vegetation to be left standing.
- Provide approved traffic control measures where appropriate.
- Remove from the identified sites trees, brush, shrubs, down timber, rotten wood, rubbish and other vegetation.
- Remove all trees and brush within 10' either side of marked utility pipeline.
- Stumps of trees, other than the above, to be left in place will be cut off will be left not more than 3" above original grade.
- Clearing work will be restricted to area within rights-of-way or easements.
- Unless otherwise noted, trees within the "Construction Limits" will become the property of the Contractor and will either be chipped and mulched on site or removed from the site.
- Clean up debris resulting from site clearing operations continuously with the progress of the work.
- Remove all waste material from site. Remove debris from site in such a manner as to prevent spillage. Keep pavement and area adjacent to site clean and free from mud, dirt and debris at all times.

The scope of work will also include additional clearing, trimming or other related services on an on-call basis.

All work will be performed in accordance with the regulations and standard of the following agencies, as applicable:

- Virginia Utility Protection Services (VUPS)
- New Kent Department of Public Utilities (DPU)
- Occupational Health and Safety Administration (OSHA)
- Virginia Department of Environmental Quality (VDEQ)
- Virginia Department of Environmental Transportation (VDOT)

Contract Term

The stated scope of work must be completed within a period of 90 days from the date of execution. The contract will remain in effect for a period of three (3) years from that date for on-call services.

Procurement

The terms and conditions of this procurement will be in accordance with the latest edition of the New Kent County Procurement Manual. https://www.co.new-kent.va.us/272/Procurement

Figure 1 – Rt 60 wide view

Figure 2 – Rt 60 detailed view

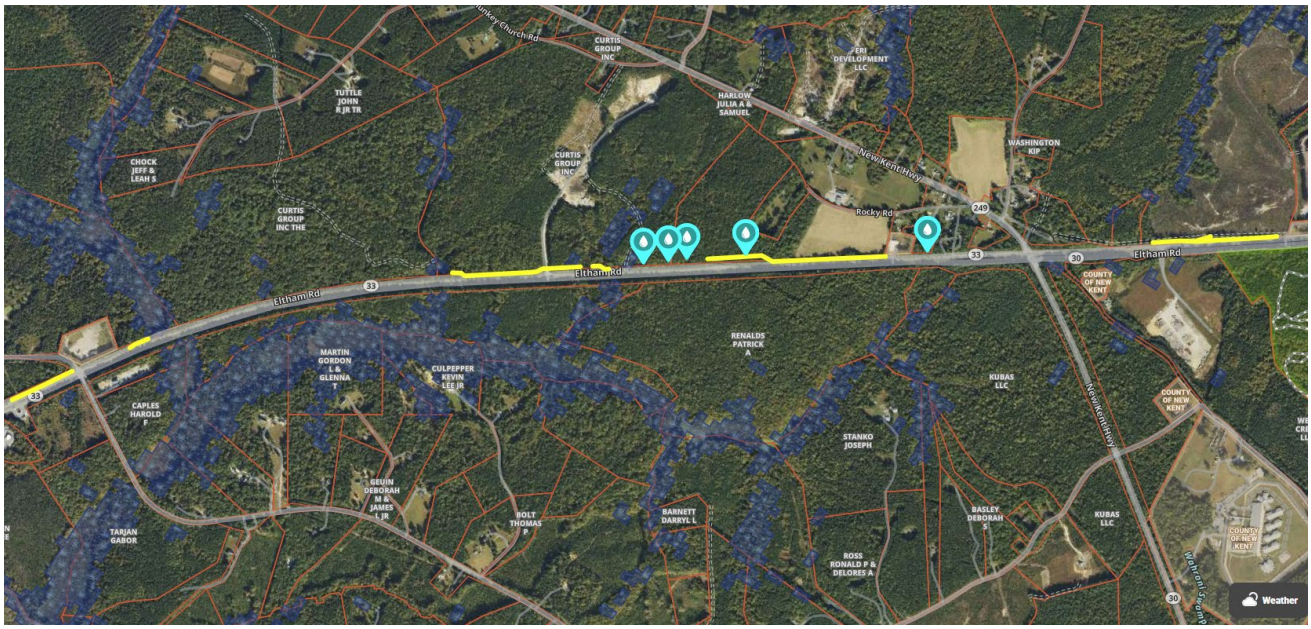


Figure 3 – Rt 33 wide view

Figure 4 – Stage Road detailed view

Figure 5 – Curtis Contracting entrance detailed view

Figure 6 – Fire Station #3 detailed view

Figure 7 – Sewer pumping station detailed view

Bid Form
IFB#25-1106 PU
Easement Clearing

Easement clearing as specified **$_____**

SUBMITTING FIRM NAME *FEDERAL ID NUMBER*

PRINT NAME & TITLE *SIGNATURE* *DATE*

Must also include:

- □ Affidavit of Non-Collusion

ATTACHMENT C

TO THE BOARD OF SUPERVISORS:

The undersigned hereby declares that he/she (it) is the only person (firm) interested in this bid; that it is made without any connection with any person making another bid for this same contract; that the bid is in all respects fair and without collusion or fraud; and that no official or any person in the employ of the Board of Supervisors is directly or indirectly interested in the bid or any portion of the profit thereof.

The undersigned also declares that he has carefully examined the Request for Proposal specifications, all annexed instructions, addenda, and attachments and will provide all the required services and will fulfill all the terms of the bid, if selected.

Signature: _____

Date: _____

ADDRESS OF PRINCIPAL PLACE OF BUSINESS:

_____
_____
_____
_____
Telephone: _____
Facsimile: _____

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: 8/11/2025

Miscellaneous

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	authorize the County Administrator to execute the proposed purchase and sale agreement for the County to purchase tax map parcels 21-6 and 21-7B for the site of a future Fire Station.
Subject	Property Purchase and Sale Agreement for Tax Map Parcels 21-6 and 21-7B.
Issue	Agreement for the purchase of approximately 4 acres of land located at 5430 New Kent Highway to serve as the location of a future Fire Station.
Recommendation	Staff recommends adoption of this item on the consent agenda.
Fiscal Implications	The purchase price is $730,000.
Policy Implications	The County is in compliance with State and local public purchasing requirements.
Legislative History	The fiscal year 2026 County Budget includes $1 million for the purchase of property and preliminary engineering for the construction of a new Fire Station to serve the Quinton area.
Discussion	The property would serve as the site of a future Fire Station to serve the Quinton area.

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

ATTACHMENTS:

Description	Type
Purchase and Sale Agreement	Cover Memo
Property Map	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Hathaway, Rodney	Approved	7/29/2025 - 10:07 AM
Administration	Hathaway, Rodney	Approved	7/29/2025 - 10:07 AM

Attorney	Hefty, Brendan	Approved	8/4/2025 - 1:55 PM

dotloop signature verification: dtlp.us/m1Ch-3gU2-MohP

Central Virginia Regional MLS
EXCLUSIVE RIGHT TO REPRESENT BUYER AGREEMENT
(Standard Agency)

(This is a legally binding contract; if not understood, seek competent advice before signing.)

EQUAL HOUSING OPPORTUNITY

Firm Name Keller Williams Realty
Firm Address 1179 Vista Park Drive Suite A Forest VA 24551
Firm Broker Name Tina Friar
Firm Broker's Phone Number 434-534-9113

This Agreement (the "Agreement") is made as of July 18th, 20 25
between New Kent County Board of Supervisors (collectively "Buyer")
and the above referenced Firm, herein defined as "Broker."

1. In consideration of the mutual covenants contained in this Agreement, Buyer hereby appoints Broker to represent Buyer in the acquisition of real property. As used in this Agreement, "acquisition of real property" shall include any purchase, option, exchange of property or an agreement to do so. Buyer is retaining Broker to acquire the following specific property or type of property: 5430 New Kent Highway Quinton VA 23141.

2. TERM. This Agreement shall commence on July 18th, 20 25 and terminate at midnight on November 15th, 20 25 (the "Term").

3. BROKER'S DUTIES. Broker shall represent Buyer as a standard agent in this brokerage relationship and locate property available for purchase and suitable to Buyer. Unless otherwise provided by law or Buyer consents in writing to the release of information, Broker shall maintain the confidentiality of personal information, financial information and other matters identified as confidential by Buyer that is received from Buyer in the course of the brokerage relationship. If Broker is not the listing firm of the seller, Broker shall represent solely the interest of Buyer in all negotiations and transactions regarding the acquisition of real property, and shall reject any agency relationship with the seller unless consented to in writing by Buyer. Broker shall have no obligation to search out such properties beyond those that come to the attention of Broker in the ordinary course of Broker's business. Broker may represent other buyers who may be interested in the same property as Buyer.

4. BUYER'S DUTIES. Buyer shall: (i) work exclusively with Broker during the Term of this Agreement; (ii) comply with the reasonable requests of Broker to supply any information or personal data needed to fulfill the terms of this Agreement; (iii) pay Broker the compensation set forth below; (iv) be available during Broker's regular working hours to view properties; (v) consult with Broker before visiting any resale or new homes or contacting any other real estate licensees or property owners to avoid confusion over the brokerage relationships and liability for payment of the compensation due to Broker; and (vi) inform all sellers and licensees whom Buyer contacts of Buyer's brokerage relationship with Broker.

5. BROKER COMPENSATION.

Broker Compensation is negotiable and is not fixed, controlled or suggested by law, CVR MLS or any REALTOR® Association.

For their services rendered under this Agreement, Broker shall be paid Broker Compensation equal to **[select and complete all applicable boxes]**:

☒ The sum of 2.5 percent (___%) of the Property's purchase price set forth in the Purchase Agreement executed by Buyer and the seller.

☐ The sum of _____ Dollars ($_____).

☐ The following additional compensation **[describe with specificity]** :

.
After crediting any compensation received by Broker from a seller or any other source, Buyer shall pay the balance of the Broker Compensation due to Broker. The Broker Compensation shall be due if, during the Term of this Agreement, Buyer enters into a contract to acquire a real property of the type described above through services of Broker or otherwise. The Broker Compensation shall also be due to Broker if the real property is shown or described to Buyer by Broker during the Term of this Agreement and Buyer obtains title thereto within 30 days after the expiration of this Agreement unless Buyer has entered into a subsequent buyer brokerage agreement with another real estate brokerage firm. The Broker Compensation shall be payable to Broker on the earlier of transfer of title or any action or default by Buyer which results in Buyer not obtaining title to the real property. Buyer's obligation to pay the Broker Compensation shall survive expiration or termination of this Agreement, unless otherwise agreed to between Broker and Buyer. Broker shall not be entitled to receive any additional compensation for brokerage services from any source that exceeds the amount or rate agreed to in this Agreement.

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TRANSACTIONS TransactionDesk Edition

dotloop signature verification: dtlp.us/m1Ch-3gU2-MohP

6. **DUAL AND DESIGNATED AGENCY:** ***Dual agency*** occurs when the same broker (or an agent affiliated with the broker) represents both the seller and a purchaser in the same real estate transaction. ***Designated agency*** occurs when two different real estate agents affiliated with the same broker each represent a party in the same transaction such that one agent represents the seller and one agent represents the purchaser. Buyer has the right to consent to or deny dual and designated agency. Buyer acknowledges that Broker may represent sellers of property as a listing agent, and certain properties listed by Broker may be of interest to Buyer. Buyer authorizes Broker to bring to Buyer's attention any properties listed by Broker which may suit Buyer's needs and hereby instructs Broker to inform Buyer at the time of its representation of the seller. If Buyer elects to view or consider property listed by Broker and to make an offer on such property, then dual agency by the Broker will exist, and Broker must either obtain the written consent of Buyer and Broker's seller client to: (i) assign different licensees of Broker as **designated agents** to represent Buyer and seller; or (b) act as a **dual agent** for Buyer and seller in the same transaction. The principal or supervising broker who is supervising the transaction is considered a dual agent of both Buyer and seller, and such broker's ability to represent both clients will be limited. Broker shall not disclose to either client or such client's designated agent any information that has been given to Broker by the other client within the confidence and trust of the brokerage relationship, unless the disclosure is required by law or consented to in writing by the affected party. In dual agency, there is a limitation on Broker's ability to represent either Buyer or seller fully and exclusively.

Virginia law requires a separate written disclosure form signed by both Buyer and a seller in a real estate transaction prior to commencement of dual or designated agency.

7. **ADDITIONAL DISCLOSURE REGARDING DUAL AGENCY**. In dual agency, Broker cannot disclose or advise either Buyer or seller as to (i) the terms to offer or accept in any offer or counteroffer, (ii) the suitability of the property, its condition (other than to make any disclosures as required by law of any licensee representing a seller), or the repairs to make or request, or (iii) any dispute that arises relating to the transaction. If the seller and Buyer do not enter into an agreement for the purchase of the seller's property, such dual agency shall terminate. Buyer acknowledges the implications of Broker's dual agency, including the limitation on Broker's ability to represent the seller or Buyer fully and exclusively. Buyer understands that Buyer may seek independent legal counsel or engage another real estate licensee at Buyer's sole expense in order to assist with any matter relating to a purchase agreement or to the transaction that is the subject matter of a purchase agreement. If Buyer engages legal counsel and/or another real estate licensee, Broker shall: (i) continue to act as a dual agent with the consent of Buyer; or (ii) terminate Broker's representation of Buyer by written notice to Buyer only with respect to the property listed by Broker in which Buyer has made an offer, but in either choice of (i) or (ii) above, Broker shall be entitled to the Broker Compensation set forth in Paragraph 5 unless otherwise agreed to by Broker. Provided Broker has acted in accordance with its obligations under this Agreement, Broker shall not be liable for any claims, damages, losses, expenses or liabilities arising from Broker's role as dual agent. Buyer shall have a duty to protect its own interests and should read any purchase agreement carefully to insure that it accurately sets forth terms Buyer wants included in the purchase agreement.

8. **RECORDING IN A PROPERTY**. Buyer should be aware that an owner may utilize audio and/or video devices to monitor their property. Buyer should not discuss negotiation strategies or other confidential information within a property. Buyer hereby releases Broker, its agents and employees, from any liability which may result from any recordings occurring within a property.

9. **MISCELLANEOUS**. Buyer acknowledges that Broker is being retained solely as a real estate agent and is not an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector or other service provider. Buyer has been advised to seek professional advice for any such matters. This Agreement constitutes the entire agreement between the parties and supersedes any other written or oral agreement between the parties and can only be modified in writing signed by both parties.

10. **ELECTRONIC SIGNATURES** In accordance with the Uniform Electronic Transactions Act regarding electronic signatures and transactions, the parties do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Agreement.

11. **OTHER TERMS:**

Witness the following duly authorized signatures:

BUYER

07/21/2025 /

Date Buyer New Kent County Board of SUpervisors

/

Date Buyer

BROKER

Carol A. Dinsmore dotloop verified 07/21/25 8:11 AM EDT 6XGM-VNPX-GVN8-XVZK

Signature of Broker or authorized agent

Print Name: Carol Dinsmore

Date: 07/21/2025

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TRANSACTIONS TransactionDesk Edition

Central Virginia Regional MLS
Commercial Purchase Agreement

Each commercial transaction is different. This form may not address your specific purpose. This is a legally binding document. If not understood, seek competent advice before signing.

This Commercial Purchase Agreement (the "Agreement") is dated July 21, 2025, by and between Whit Creek, LLC ("Seller") and New Kent County Board of Supervisors ("Purchaser"). The parties acknowledge Keller Williams Realty - Carol Dinsmore ("Listing Broker") represents Seller and Keller Williams Realty - Carol Dinsmore ("Buyer Broker") represents Purchaser.

1. **Sale of Property:**

A. **Property Description.** Purchaser agrees to buy and Seller agrees to sell the land, all improvements thereon, and all rights and appurtenances thereto belonging, located in the City/County of New Kent, Virginia, with a tax parcel no. of 21-6 & 21-7B and a street address of 5430 New Kent Hwy. Quinton VA 23141 (the "Property"). Included with the sale of the Property are the following items of personal property: TBD and agreed upon between parties once contracts ratified and approved by BOS. Current tenants (Conner's Tree Service & Giving Hope) personal property is excluded..

B. **Tenancy**. Seller discloses that **[select one]:** ☐ there are no tenants or other parties in possession of the Property **OR** ☒ there are tenants or persons who are in possession of the Property as set forth on **SCHEDULE A** attached hereto.

2. **Purchase Price:** The purchase price for the Property is Seven Hundred Thirty Thousand Dollars ($730,000.00) (the "Purchase Price") and shall be paid to Seller at Settlement, subject to the prorations and adjustments described herein, as follows:

A. **Deposit:** Purchaser shall make a deposit of $10,000.00 (the "Deposit") to be held by Geddy, Harris, Franck & Hickman, LLP (the "Escrow Agent"). Purchaser **[select one]:** ☐ has paid the Deposit to the Escrow Agent **OR** ☒ will pay the Deposit to the Escrow Agent within 5 days (the "Extended Deposit Date") after the Date of Ratification. If Purchaser fails to pay the Deposit as set forth herein, then Purchaser shall be in breach of this Agreement. At Seller's option and in lieu of all other remedies set forth in this Agreement, Seller may terminate this Agreement by written notice to Purchaser and neither party shall have any further obligation hereunder. If the Escrow Agent is a Virginia Real Estate Board ("VREB") licensee, the parties direct the Escrow Agent to place the Deposit in an escrow account by the end of the fifth business banking day following the latter of: (i) ratification and delivery of this Agreement as defined in Paragraph 17, or (ii) the Extended Deposit Date. If the Escrow Agent is not a VREB licensee, the parties direct the Escrow Agent to place the Deposit in an escrow account in conformance with applicable Federal or Virginia law and regulations. The Deposit may be held in an interest bearing account and the parties waive any claim to interest resulting from such Deposit. The Deposit shall not be released by the Escrow Agent until (i) credited toward the purchase price at settlement; (ii) Seller and Purchaser agree in writing as to its disposition, (iii) a court of competent jurisdiction orders a disbursement of the funds, or (iv) disbursed in such manner as authorized by the terms of this Agreement, subject to Virginia law and/or VREB Regulations. Seller and Purchaser agree that Escrow Agent shall have no liability to any party for disbursing the Deposit in accordance with this paragraph, except in the event of Escrow Agent's negligence or willful misconduct. If the Property is foreclosed upon while this Agreement is pending, the terms of Virginia Code Section 54.1-2108.1 shall apply to the disbursement of the Deposit. The foreclosure shall be deemed a termination of this Agreement by Seller and, absent any default by Purchaser, the Deposit shall be disbursed to Purchaser.

B. **Balance**. The balance of the Purchase Price shall be paid by Purchaser at Settlement in certified funds or bank wire (inclusive of any loan obtained by Purchaser to purchase the Property).

C. **Wire Fraud Alert:** Criminals are hacking email accounts of real estate agents, settlement attorneys/agents and others resulting in fraudulent wire instructions being sent to divert Seller or Purchaser's funds to the criminal's account. These emails look legitimate, but they are not. ***Purchaser and Seller are advised not to wire any funds without personally speaking with the intended recipient of the wire to confirm the bank routing number and account number***.

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3. **Settlement**:

A. **Settlement of Property**. Settlement of the purchase and sale of the Property shall be made at Geddy, Harris, Franck & Hickman, LLP on October 14, 2025 ("Settlement"). Possession of the Property shall be delivered to Purchaser at Settlement.

B. **Deliveries by Seller at Settlement**. At Settlement, Seller shall deliver to Purchaser the following:

(i) A general warranty deed with full English covenants of title (the "Deed") conveying to the Purchaser good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, conditions and restrictions, except any lien for real estate taxes not yet due and payable, and any Title Objections for which Purchaser has no objection and/or has waived such objection pursuant to Paragraph 5;

(ii) An affidavit for the benefit of Purchaser and its title insurer, satisfactory to Purchaser's title company stating that (i) no right to a mechanic's or materialman's lien has accrued with respect to the Property as a result of any act or omission by the Seller and (ii) there are no outstanding leases or agreements with regard to, or other parties in or entitled to possession of, the Property except as disclosed in **SCHEDULE A** attached hereto;

(iii) A Certificate of Non-Foreign Status as required by Section 1445 of the Internal Revenue Code of 1986 and any other certificates required by any governmental authority or agency;

(iv) If the Property is leased, a tenant estoppel certificate and an assignment of lease (including the transfer of the security deposit at Settlement) for each and every tenant of the Property, in forms acceptable to Purchaser; and

(v) Such other Seller certifications as Purchaser's lender or title company may reasonably require.

C. **Costs and Prorations**. Seller shall pay the costs of preparing the Deed, the Grantor's tax thereon and any other expenses incurred by Seller. Purchaser shall pay for the title search, title insurance premiums, survey expenses, lender fees, Grantee's tax and all other settlement expenses incurred by Purchaser. Real estate taxes, rent, CAM and assessments, as applicable, shall be prorated between Seller and Purchaser as of the date of the Settlement. Each party shall pay its own legal, accounting and other expenses incurred in connection with this Agreement or Settlement.

D. **Condition of Property**. Purchaser agrees to accept the Property at Settlement in its physical condition at the time this Agreement is fully executed by all parties, except as otherwise provided herein. Seller agrees to maintain the Property in good condition and repair until Settlement. At Settlement, Seller agrees to transfer to Purchaser all existing warranties, if any, on the Property's roof, structural components, HVAC, mechanical, electrical, security and plumbing systems.

4. Contingencies:

A. **Feasibility Period**.

(i) For a period of 60 days after the Date of Ratification (the "Feasibility Period"), Purchaser, its agents and contractors, shall have the right to: (i) enter the Property for the purpose of inspecting the Property and performing tests as are desirable to Purchaser in its sole and absolute discretion; and/or (ii) seek zoning information from the local governing authority concerning Purchaser's intended use of the Property.

(ii) Within five (5) days after the Date of Ratification, if not previously delivered, Seller shall deliver to Purchaser copies of the following materials related to the Property if in Seller's possession: (i) any Phase I or other environmental studies; (ii) a current survey; (iii) the most current owner's title insurance policy; (iv) all leases, rent rolls and amount of security deposit for each tenant identified in **SCHEDULE A** (including without limitation, the base monthly rental and all taxes, insurance, and other pass-throughs paid by the tenant), and all contracts affecting the Property that are not terminable at will; and (v) income and expense statements for the two (2) year period immediately preceding the Date of Ratification. Items (i) through (v) are collectively referred to as the "Materials".

This form was produced by Carol Dinsmore. CVR MLS forms may be used only by members in good standing of the Central Virginia Regional MLS.

(iii) If Purchaser is not satisfied in its sole and absolute discretion with all aspects of the Property (including zoning) or the Materials, or has not obtained financing upon terms and conditions satisfactory to Purchaser, then Purchaser shall have the right, upon written notice to Seller prior to the expiration of the Feasibility Period, to terminate this Agreement, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4A., 10 and 11. Purchaser acknowledges that the Feasibility Period will not be extended for any reason, regardless of whether Purchaser has completed its inspections or zoning inquiry, or has obtained financing.

(iv) If Purchaser fails to acquire the Property, Purchaser agrees: (i) to repair any damage arising as a result of its exercise of the right of access granted in this Paragraph 4A; (ii) to indemnify and hold Seller harmless from any and all liability of any kind or nature whatsoever as a result of the exercise of such right of access, other than as a result of Seller's negligence or misconduct or the negligence or misconduct of Seller's agents, employees or contractors; and (iii) upon demand to return the Materials to Seller.

B. **Financing and Appraisal.**

(i) This Agreement and the obligations of parties hereunder **[select one]:** ☐ is **OR** ☒ is not subject to Purchaser obtaining financing (mortgage loan) to purchase the Property. If this Agreement is subject to such financing, then Purchaser shall apply for financing within seven (7) days following the Date of Ratification. If, after diligent effort, Purchaser is unable to obtain a written loan approval upon terms and conditions satisfactory to Purchaser within **30** days following the Date of Ratification, then either party may terminate this Agreement by written notice to the other party and Purchaser's Deposit shall be refunded in full to Purchaser.

(ii) This sale **[select one]:** ☐ is **OR** ☒ is not further subject to the Property's appraised value equaling or exceeding the Purchase Price, which value shall be determined by an appraiser selected by Purchaser's lender (if a cash purchase, the appraiser shall be selected by Purchaser). If the Purchase Price exceeds the appraised value, Purchaser shall either: (i) proceed with consummation of this Agreement without regard to the amount of the appraised value, or (ii) make a written request to Seller within five (5) days of receipt of the appraisal for a reduction in the Purchase Price so long as the reduced Purchase Price is not lower than the appraised value, and provide Seller a copy of the appraisal (or lender verification of the appraised value). Seller shall then have five (5) days to respond to Purchaser's request for a reduction in the Purchase Price. If the parties are unable to agree upon a Purchase Price, then either Seller or Purchaser may terminate this Agreement by written notice to the other party. In such event, Purchaser's Deposit shall be refunded in full to Purchaser and neither party shall have any further obligation hereunder. For purposes of this paragraph, Purchaser is deemed to have received a copy of the appraisal when Purchaser is notified in writing of the appraised value of the Property. If Purchaser does not request a reduction in the Purchase Price within five (5) days after receipt of the appraisal, then this condition shall be deemed waived by Purchaser.

5. **Title and Survey Objections**. Purchaser may, at its sole expense, obtain a title insurance commitment and a survey for the Property. Prior to the expiration of the Feasibility Period, Purchaser shall notify the Seller in writing as to any title or survey objections regarding the Property that the Purchaser is unwilling to accept (collectively the "Title Objections"). Seller shall advise Purchaser in writing within ten (10) days after receipt of such notice, which if any of the Title Objections will not be cured by Seller at or prior to Settlement. If Seller fails to respond to Purchaser within such ten (10) day period or if Seller's response indicates that it does not intend to cure one or more of the Title Objections, then Purchaser may, at its option either (i) terminate this Agreement by giving written notice to Seller; (ii) cure such Title Objections at its own expense and proceed to Settlement with no reduction in the Purchase Price; or (iii) waive such Title Objections and proceed to Settlement, with no reduction in the Purchase Price. If Purchaser elects to terminate this Agreement, the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4A., 10 and 11.

6. **Conditions Precedent to Obligation of Purchaser**. This Agreement and all of Purchaser's obligations hereunder are further subject to Purchaser determining in its sole and absolute discretion that all of the conditions set forth in this Paragraph 6 have been satisfied or waived in writing by Purchaser. In the event that any of the following conditions are not satisfied or waived by Purchaser, Purchaser may give written notice to Seller terminating this Agreement on or before Settlement, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4A., 10 and 11.

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A. **Seller's Representations and Warranties**. All the representations and warranties of Seller made herein shall have been true when made and shall be true and correct as of Settlement, with no material changes therein.

B. **Seller's Deliveries**. As of Settlement, Seller shall have taken all action and delivered all documents and materials required by this Agreement.

C. **No Litigation**. As of Settlement, there shall be no litigation, proceeding or investigation pending, or to the knowledge of Purchaser or Seller threatened, which might prevent or adversely affect the intended use of the Property or which questions the validity of any action taken or to be taken by Seller or Purchaser hereunder, or which threatens the continued operation of the Property for commercial purposes.

7. **Representations and Warranties of the Seller**. Seller, jointly and severally (if more than one Seller), represents and warrants unto Purchaser as of the date hereof and on the Settlement date that:

A. **Authority and Marketable Title.** Seller is the owner of the Property, possesses the requisite authority to enter into and perform this Agreement, and has the absolute right to sell, assign, and transfer the Property to Purchaser at Settlement.

B. **No Pending Litigation or Bankruptcy**. There are no actions, suits or proceedings at law or in equity pending, threatened against, or affecting the Property before or by any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality. No bankruptcy or similar action, whether voluntary or involuntary, is pending or is threatened against Seller, and Seller has no intention of filing or commencing any such action within ninety (90) days following Settlement.

C. **No Outstanding Purchase Option**.No option, right of first refusal or other contractual opportunity to purchase the Property has been granted to, or executed with, a third-party that is enforceable against Seller and/or the Property giving such third-party a right to purchase an interest in the Property or any party thereof.

D. **No Notice of Repairs**. Seller has received no written notice from any governmental agency that repairs, alterations or corrections that must be made to the Property.

E. **Utilities**. The Property is connected to **[select one]:** ☐ a municipal water and sewer system and has utility meters installed within the Property **OR** ☒ a well and septic system located on the Property. Seller makes no representation on whether the capacities of such utilities are sufficient for Purchaser's intended use of the Property.

F. **Hazardous Materials**. To the best of Seller's actual knowledge, no toxic or hazardous materials (as said terms are defined in any applicable federal or state laws) have been used, discharged or stored on or about the Property in violation of said laws, and to the best of Seller's knowledge, no such toxic or hazardous materials are now or will be at Settlement located on or below the surface of the Property. There are no petroleum storage tanks located on or beneath the surface of the Property.

G. **Parties in Possession**. As of the Settlement date, there will be no adverse or other parties in possession of the Property or any part thereof, nor has any party been granted any license, lease or other right or interest relating to the use or possession of the Property or any part thereof, except for the Leases attached hereto and made a part hereof as **SCHEDULE A.**

H. **Other Contracts**. Seller is not a party to any contracts relating to the Property that is not terminable at will, except as disclosed on **SCHEDULE A,** which is attached hereto and made a part hereof. Between the date of this Agreement and the Settlement date, Seller will not, without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, enter into any contract relating to the Property that is not terminable at will.

I. **No Undisclosed Restrictions**. Seller has not, nor to the best of Seller's knowledge or belief has any predecessor in title, executed or caused to be executed any document with or for the benefit of any governmental authority restricting the development, use or occupancy of the Property that has not specifically been disclosed to Purchaser or wouldn't be revealed by a title report.

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8. **Risk of Loss**. The risk of loss or damage to the Property by fire or other casualty prior to Settlement shall be on the Seller. If such loss or damage materially and adversely affects the use of the Property as of Settlement, Purchaser shall be entitled to terminate this Agreement by written notice to Seller, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4A., 10 and 11.

9. **Condemnation**. If, prior to Settlement, any taking pursuant to the power of eminent domain is proposed or occurs, as to all or any portion of the Property intended to be acquired at Settlement by the Purchaser, or sale occurs in lieu thereof, the Purchaser shall be entitled to terminate this Agreement by written notice to Seller, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4A., 10 and 11.

10. **Access/Cooperation**. During the term of this Agreement, Purchaser and his duly authorized agents shall be entitled to reasonable access to the Property for the purpose of surveying, appraising and making other findings related to the Property. Purchaser agrees to indemnify and hold the Seller harmless from any and all liability of any kind or nature whatsoever as a result of the exercise of such right of access, other than as a result of the Seller's gross negligence or willful misconduct.

11. **Brokerage Compensation**. Each party represents and warrants that it did not consult or deal with any broker or agent with regard to this Agreement or the transaction contemplated hereby, except for the Listing Broker and the Buyer Broker, and each party hereto agrees to indemnify and hold harmless the other party from all liability, expense, loss, cost or damage, including reasonable attorneys' fees, that may arise by reason of any claim, demand or suit of any agent or broker arising out of facts constituting a breach of the foregoing representation and warranty. Listing Broker shall be paid a brokerage fee by Seller as set forth in a separate listing agreement between Seller and Listing Broker. Seller shall pay Buyer Broker at settlement the sum of **[select one]:** ☒ 2.5 % of the Purchase Price of the Property **OR** ☐ $_____, which sum shall be credited towards the amount Purchaser is obligated to pay to Buyer Broker pursuant to the buyer brokerage agreement between Purchaser and Buyer Broker. Prior to settlement, Listing Broker and/or Buyer Broker shall deliver to the settlement agent a signed written statement setting forth the disbursement instructions for payment of any brokerage compensation payable to each broker. Seller and Purchaser direct the settlement agent to disburse to Listing Broker and Buyer Broker their respective brokerage compensation, if any, paid by the Seller and/or Purchaser as a result of the sale and settlement of the Property.

12. **Notices**. Any notice, request or demand required or permitted to be given pursuant to this Agreement shall be in writing and deemed sufficiently given if delivered by hand or courier at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient, at the intended recipient's address set forth below, or at such other address as the intended recipient may have specified by written notice to the sender given in accordance with the requirements of this Paragraph. Any such notice, request or demand so given shall be deemed given on the day it is received by the recipient.

For the Seller:		For the Purchaser:	
Whit Creek, LLC		New Kent County Board of Supervisors	
759 Trimmers Shop Rd West Point		12007 Courthouse Circle New Kent	
VA	23181	VA	23124

13. **Default**.

A. **Default by Purchaser**. If Purchaser defaults under this Agreement, Seller shall have the option to (i) seek specific performance of this Agreement, or (ii) terminate this Agreement, in which event the Deposit shall be paid to Seller to reimburse Seller for all expenses incurred by Seller relating to this Agreement, except Seller reserves the right to all remedies available at law and in equity solely in order to enforce the indemnification obligations of Purchaser under Paragraphs 4A., 10 and 11 herein. Purchaser shall be liable for Seller's expenses in the filing of any specific performance action, including reasonable attorney's fees and court costs.

B. **Default by Seller**. If Seller defaults under this Agreement, Purchaser shall have the option to (i) seek specific performance of this Agreement, or (ii) terminate this Agreement, in which event the Deposit shall be promptly refunded to Purchaser. Seller shall be liable for Purchaser's expenses in the filing of any specific performance action, including reasonable attorney's fees and court costs.

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C. **Right to Cure Default**. Prior to any termination of this Agreement as provided in Subparagraphs 13A. and 13B., the non-defaulting party shall provide written notice of any default(s) to the defaulting party (the "Default Notice") permitting the defaulting party ten (10) days to cure any such default(s). If defaulting party does not cure the default(s) or does not respond to the Default Notice, then the non-defaulting party may terminate the Agreement by written notice to the defaulting party. Nothing herein shall prevent either party from seeking a judicial determination regarding any default; provided however, the court shall award the expenses of attorney's fees and court costs to the prevailing party in any such action.

D. **Brokerage Fees**. Notwithstanding the remedies set forth in Subparagraphs 13A., 13B, and 13C, if either Seller or Purchaser defaults under this Agreement, the defaulting party shall be liable for the full amount of the brokerage fees set forth in Paragraph 11 and any brokerage fees set forth in Seller's listing agreement with the Listing Broker for the Property (which document is hereby incorporated herein by this reference) as if this Agreement and Seller's listing agreement had been performed, and for any damages and all expenses incurred by the Listing Broker and the Buyer Broker in connection with this transaction and the enforcement of this Agreement and Seller's listing agreement, including, without limitation, attorney's fees and court costs. Payment of a real estate broker's fee as the result of a transaction relating to the Property which occurs subsequent to a default under this Agreement shall not relieve the defaulting party of liability for any brokerage fees due under this Agreement or Seller's listing agreement.

14. **Miscellaneous**.

A. **Final Agreement**. This Agreement contains the entire agreement between the parties hereto relating to the Property and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties hereto.

B. **Virginia Law Applicable**. This Agreement shall be construed, performed and enforced in accordance with the laws of the Commonwealth of Virginia and shall not be amended or modified and no waiver of any provision hereof shall be effective unless set forth in a written instrument executed with the same formality as this Agreement.

C. **Assignment**. This Agreement shall not be assigned by one party without the written consent of the other party, except the assignment of this Agreement to an entity owned by Purchaser or the principals of Purchaser shall not require the consent of Seller, but Purchaser shall provide written notice to Seller of such assignment. This Agreement shall inure to the benefit of the parties hereto and their respective and permitted successors and assigns.

D. **Counterparts**. This Agreement may be signed in one or more counterparts, each of which is deemed to be an original and all of which shall together constitute the same instrument. The parties agree that a fax of any signed original document shall have the same effect as an original.

E. **Tax-Deferred Exchange**. Either party may elect to include the conveyance of the Property in an IRS Section 1031 Like Kind Exchange (a tax-deferred exchange). In the event that a party makes such an election, the non-exchanging party agrees to execute such documents necessary to effectuate such an exchange (at no cost to the non-exchanging party), but in no event shall such exchange affect the terms of the transaction or a party's responsibilities to the other party under this Agreement. The exchanging party shall bear the sole costs of its exchange.

15. **Additional Provisions**:

Parties agree and acknowledge that this contract is contingent upon the Board of Supervisors approving and accepting on Monday, August 11, 2025. In the event contract is not approved buyer will notify seller by Tuesday, August 12, 2025 and the Earnest Money Deposit will be refunded pursuant to Section 2 Paragraph A.

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16. **Electronic Signatures**. In accordance with the Uniform Electronic Transactions Act (UETA) regarding electronic signatures and transactions, the parties do hereby expressly authorize and agree to the use of electronic (such as Authentisign) signatures as an additional method of signing and/or initialing this Agreement.

17. **Acceptance:** This Agreement becomes a legally binding agreement only upon ratification and delivery. Unless ratification and delivery of this Agreement occurs by _____ ☐ a.m. or ☐ p.m. on _____, 20___, **this offer shall expire and shall not be binding on either party**. If the parties desire to accept an offer that has expired, then (i) the date set forth in this paragraph 17 must be revised to the ratification date (or later), (ii) each party must initial such revision, and (iii) ratification and delivery must occur prior to the revised expiration date.

As used herein, "ratification and delivery" means delivery of a final accepted and signed Agreement to the other party or their respective broker or salesperson by hand delivery, fax or electronic transmission, or by a professional courier service (including overnight delivery service) or by United States mail with return receipt requested. In the event of a dispute, the sender shall have the burden to demonstrate delivery to the recipient of the final accepted and signed Agreement. "Date of Ratification" means the date upon which ratification and delivery occurs. Purchaser and Seller understand that they shall have the right to withdraw any offer at any time prior to ratification and delivery. If either party withdraws an offer, notice shall be deemed effective upon receipt. If any offer is withdrawn, all deposits shall be returned to the Purchaser at no penalty.

Each of the parties has executed this Agreement in its name pursuant to due authority as of the dates set forth below.

	07/21/2025		
Purchaser	Date	Seller	Date
Printed Name: **Rodney Hathaway**		Printed Name: **Eric Shane Whitlow**	
Title (if applicable): **New Kent County Administrator**		Title (if applicable): **Owner**	
Purchaser	Date	Seller	Date
Printed Name:		Printed Name:	
Title (if applicable):		Title (if applicable):	

The following is for informational purposes only:

Buyer Broker Company's Name and Address

Keller Williams Realty - Carol Dinsmore
1179 Vista Park Drive Suite A
Forest VA 24551

Office Phone **434-534-9113**
Office Fax

Purchaser's Agent's Information:
Name **Carol Dinsmore**
Email **caroldinsmore@kw.com**
Cell No. **804.240.6297**

Listing Company's Name and address

Keller Williams Realty - Carol Dinsmore
1179 Vista Park Drive Suite A
Forest VA 24551

Office Phone **434-534-9113**
Office Fax

Seller's Agent's Information:
Name **Carol Dinsmore**
Email **caroldinsmore@kw.com**
Cell No. **804-240-6297**

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SCHEDULE A

LEASES, AGREEMENTS AND CONTRACTS FOR TENANTS AND OTHER PARTIES IN POSSESSION OF THE PROPERTY

List below each such tenant or other party in possession of the Property, and provide Purchaser with a copy of each lease, license or other agreement. If verbal agreement, summarize terms below.

List below all contracts relating to the Property that are not terminable at will (such as management agreements, equipment leases, security systems, etc.).

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DISCLOSURE OF DUAL AGENCY OR DUAL REPRESENTATION*
IN A COMMERCIAL REAL ESTATE TRANSACTION

The undersigned do hereby acknowledge disclosure that the licensee Carol Dinsmore (Broker or Salesperson) associated with Keller Williams Realty (Brokerage Firm) represents more than one party in this commercial real estate transaction as follows:

A. The Licensee represents the ☒ Seller OR ☐ Landlord as a (select one below):

☒ Standard Agent OR ☐ Independent Contractor

B. The Licensee represents the ☒ Buyer OR ☐ Tenant as a (select one below):

☒ Standard Agent OR ☐ Independent Contractor

The undersigned understand that the foregoing dual agent or dual representative may not disclose to either client any information that has been given to the dual agent or representative by the other client within the confidence and trust of the brokerage relationship except for that information which is otherwise required or permitted by § 54.1-2130 et seq. of the Code of Virginia to be disclosed.

The undersigned by signing this notice do hereby acknowledge their consent to the disclosed dual representation by the licensee.

SELLER/LANDLORD		BUYER/TENANT	
/		07/21/2025	
Date	Signature Whit Creek, LLC	Date	Signature New Kent County Board of Supervisors

SELLER/LANDLORD		BUYER/TENANT	
/		/	
Date	Signature	Date	Signature

*"Dual agent" means representing a client as a standard agent or as a limited service agent. "Representative" means representing a client as an independent contractor.

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InstanetFORMS

New Kent County , Virginia

Legend

- Area County Boundaries
- School Districts
- Parks
- School Board Properties
- Parcels
- Hooks
- 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

Site Addresses

- Certificate of Occupancy Issued
- No Certificate of Occupancy Issued

Feet

0 50 100 150 200

1:2,257 / 1"=188 Feet

Title:

Date: 7/24/2025

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.

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: 8/11/2025

Miscellaneous

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	authorize the County Administrator to execute the proposed purchase and sale agreement for tax map parcel # 3-1
Subject	Property Purchase and Sale Agreement for Tax Map Parcel 3-1
Issue	Proposed purchase and sales agreement for the County to purchase 6.2 acres of land along the Pamunkey River for the construction of a public water intake site.
Recommendation	Staff recommends adoption of the proposed motion.
Fiscal Implications	The proposed purchase price is $1,200,000.
Policy Implications	The County has complied with all State and local public purchasing procedures.
Legislative History	The County has received a permit from the Virginia Department of Conservation and Recreation to withdraw water from the Pamunkey River to provided treated drinking water to the public.
Discussion	Please see the attached agreement.

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

ATTACHMENTS:

Description	Type
Proposed Purchase and Sale Agreement	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Hathaway, Rodney	Approved	7/29/2025 - 10:02 AM
Administration	Hathaway, Rodney	Approved	7/29/2025 - 10:03 AM
Attorney	Hefty, Brendan	Approved	8/4/2025 - 12:12 PM

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this "Agreement") is made this _____ day of July 2025 (the "Effective Date") between **William J. Wallace, III** and **Harriet W. Clay** ("Seller"), and the **COUNTY OF NEW KENT, VIRGINIA**, a political subdivision of the Commonwealth of Virginia ("Purchaser").

WITNESSETH:

WHEREAS, Seller is the owner of a certain parcel of real property identified as Tax Map Parcel Number 3-1 and shown as "MAP OF 6.20 ACRES SITUATED ON THE SOUTHERN LINE OF THE PAMUNKEY RIVER AND NORTH OF ROUTE NO. 606 NEW KENT CO., VA." on the plat recorded in the New Kent County Circuit Court Land Records in Plat Book 8 at Page 83, with all its appurtenances, containing approximately 6.20 acres in the County of New Kent, Virginia (the "Property"); and

WHEREAS, Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Seller, subject to the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. **Purchase and Sale.** Subject to the terms and conditions hereinafter set forth, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Property, together with (a) all rights, easements, and appurtenances belonging and appertaining thereto, (b) all buildings and other improvements thereon, and (c) any timber, subject to any and all valid and existing covenants, conditions, easements, restrictions, and reservations of record.

2. **Purchase Price.** The purchase price to be paid by Purchaser to Seller for the Property is One Million Two Hundred Thousand and NO/100 Dollars ($1,200,000.00) and will be paid by Purchaser to Seller at the Closing subject to the conditions of this Agreement.

3. **Earnest Money**. Purchaser, within five (5) business days following the Effective Date, shall deposit the sum of One Hundred Twenty Thousand and NO/100 Dollars ($120,000.00) ("Earnest Money") with Safe Harbor Title Company Attn: Candace Winston, 4900 Augusta Avenue, Suite 150, Richmond, VA 23230, (804)282-2329 Ext. 111, Email: cwinston@safeharbortc.com ("Escrow Agent") by wire transfer of immediately available federal funds and to be held in a non-interest bearing escrow account by the Escrow Agent. Upon deposit, the Earnest Money shall become non-refundable unless this Agreement has been terminated by Seller or Seller defaults under the terms of this Agreement. At Closing, Purchaser shall receive a credit against the Purchase Price for the Earnest Money. The balance of the Purchase Price shall be paid by Purchaser at Closing by wire transfer of immediately available federal funds.

4. Due Diligence Period.

(a) The parties acknowledge that this Agreement anticipates an inspection of the Property and the title in furtherance of Purchaser's business objectives. Purchaser will have from the Effective Date until 5:00 p.m. Eastern Time on the date that is one hundred twenty (120) days after the Effective Date or such earlier date after the Effective Date as agreed in writing by both Purchaser and Seller to investigate and evaluate the Property and reach any other agreement or arrangement necessary to accomplish, in Purchaser's sole discretion, its business objectives (the "Due Diligence Period"). Purchaser and Seller agree that Purchaser may purchase two (2), thirty (30) day extensions of the Due Diligence Period and all the rights encompassed therein for the price of Twenty Thousand Dollars ($20,000) per extension (collectively, the "Extension Fees"), exercisable at Purchaser's sole discretion. Any Extension Fees paid by the Purchaser shall be, upon deposit, deemed added to and a part of the Earnest Money and credited against the Purchase Price at Closing or otherwise disbursed in accordance with the terms of this Agreement. Such right of investigation will be at the sole cost of Purchaser and includes the rights:

(i) to perform a title search with respect to the Property; and

(ii) to conduct investigations, inspections, audits, appraisals, analyses, surveys, tests, examinations, and studies of the Property as Purchaser has deemed necessary or desirable to determine whether the Property is suitable for Purchaser's purposes in Purchaser's sole and absolute discretion. This includes subsurface investigations for a cultural resource study as well as other environmental studies that may need to be done as well as to assist in the Purchaser's application to the Virginia Department of Environmental Quality for a water withdrawal permit.

Purchaser's access to and investigation of the Property shall be governed by the terms of this Agreement. Purchaser shall not alter or damage the Property in any manner (other than as necessary to complete the subsurface studies mentioned above) and Purchaser shall not permit any mechanic's liens to be filed against all or any part of the Property that arise from Purchaser's or Purchaser Parties' activities concerning the Property. Seller shall have the absolute right to be present at all times when any Purchaser Parties are present at the Property pursuant to this Agreement. In exercising its right of access to, or inspection of, the Property, Purchaser shall notify Seller's representative, Ashby Wallace at ashby.wallace@jll.com at least three (3) Business Days (or such shorter period as approved by Seller's representative by email) prior to the beginning of any task to be performed on the Property or performance of any physical inspections and tests of the Property, including surveys, environmental studies and examinations including but not limited to archeological studies. All such inspections and tests undertaken by or on behalf of Purchaser shall be conducted in strict accordance with all applicable laws and regulations and in a manner reasonably acceptable to Seller. Purchaser covenants and agrees with Seller not to disclose to any third party (other than to Purchaser's accountants, attorneys and other professionals and consultants in connection with the transaction contemplated herein provided that such parties are advised of and agree to be bound by the confidentiality provisions of this Agreement) without Seller's prior written consent, unless Purchaser is obligated by law to make such disclosure or unless such information is already a matter of public record, any of the reports or any other documentation or information obtained by Purchaser which relates to the Property or Seller in any

way (collectively, "Confidential Information"), all of which shall be used by Purchaser and its accountants, attorneys and other professionals and consultants solely in connection with the transaction contemplated hereby. Notwithstanding the anything herein to the contrary, Seller agrees Purchaser may disclose any reports generated by Purchaser or its agents related to the Property to the Virginia Department of Environmental Quality or other regulatory agencies as is necessary to secure any required permits for Purchaser's intended use of the Property. In the event that this Agreement is terminated prior to Closing, Purchaser agrees that all the Confidential Information will continue to be held by Purchaser and its accountants, attorneys and other professionals and consultants in strict confidence. If Purchaser believes such disclosure is required to be made, Purchaser will so inform Seller and provide Seller a copy of the Confidential Information to be disclosed; Seller, at its sole and absolute discretion, shall have the option (but not the obligation) to attempt to obtain a protective order or to otherwise prevent such disclosure, and Purchaser shall take no action to prevent or interfere, and shall cooperate, with any efforts Seller may elect to undertake to intervene in any proceedings or to otherwise prevent disclosure. If any disclosure is required, Seller shall have the option (but not the obligation) to make such disclosure.

(b) To the extent authorized by law, except for Seller's acts of gross negligence or willful misconduct, Purchaser hereby releases and holds Seller harmless from any and all claims and/or liability that may arise out of or be any way associated with the presence on the Property of Purchaser, its employees, contractors, agents, or any person acting at the request of or on behalf of Purchaser (collectively, "Purchaser Parties"). Prior to any entry onto the Property by any Purchaser Party, Purchaser will have in effect commercial general liability insurance (and/or umbrella policy with follow form coverage) naming Seller as an additional insured with combined aggregate limits for property damage and bodily injury (including death) of not less than $1,000,000.00 per occurrence and $2,000,000.00 annual aggregate of unused limits covering (at least as to the additional insured). Prior to any entry onto the Property by any Purchaser Party, Purchaser will provide Seller such certificates of insurance evidencing such required coverages, which insurance will remain in effect until Closing or thirty (30) days following the earlier termination of this Agreement in accordance with its terms. The provisions of this Section 4(b) shall survive Closing or the earlier termination of this Agreement.

(c) Notwithstanding anything to the contrary in this Agreement, Purchaser has the right at any time prior to the expiration of the Due Diligence Period to terminate this Agreement if Purchaser determines in its sole and absolute discretion that it does not want to purchase the Property. In order to effect such termination, Purchaser must deliver written notice to Seller exercising this termination right prior to the expiration of the Due Diligence Period, in which event Escrow Agent shall release the Earnest Money to Seller, this Agreement will terminate and other than those obligations herein which expressly survive termination, neither party will have any further rights or obligations hereunder.

(d) If Purchaser fails to acquire the Property for any reason, Purchaser agrees:

(i) to promptly restore, repair and pay for any damage to the Property arising as a result of its exercise of its due diligence or any action of a Purchaser Party;

(ii) to return to Seller all documents, materials, etc. obtained by Purchaser from Seller in connection with its due diligence; and

(iii) to deliver to Seller any third-party reports obtained in connection with its due diligence of the Property; provided, however, that the foregoing excludes any proprietary, privileged, or confidential information prepared or caused to be prepared by Purchaser or its agents and will be delivered "AS IS/WHERE IS" with all faults and without representation or warranty of any kind. Purchaser's obligations in this regard will survive any termination of this Agreement.

The provisions of this Section 4(d) shall survive Closing or the earlier termination of this Agreement.

5. Closing.

(a) The consummation of the purchase and sale of the Property will occur no later than thirty (30) days after the end of the Due Diligence Period ("Closing"), TIME BEING OF THE ESSENCE. The actual day of Closing shall be referred to as the "Closing Date." Any extension of Closing must be agreed to by both parties in writing.

(b) At Closing, Seller will cause to be executed and delivered to Purchaser the following documents with respect to the Property being conveyed:

(i) a special warranty deed;

(ii) an affidavit of non-foreign status; and

(iii) such other customary and reasonable documents that Escrow Agent may reasonably require in connection with the issuance of the owner's policy to Purchaser, including, but not limited to, such affidavits required for deletion of the parties in possession and mechanics' lien exceptions appearing on an owner's title insurance policy.

(c) At Closing, Seller and Purchaser will each execute counterpart settlement statements in a customary form and such other documents required by the Escrow Agent that are reasonably necessary to consummate Closing.

6. Seller's Defaults; Purchaser's Remedies. If Seller is in default for any reason other than Purchaser's default, Purchaser may deliver a written notice to Seller stating with particularity the alleged default of Seller, the action reasonably required by Seller to cure such default, and Purchaser's intent to exercise its remedies provided below if the default is not cured. Seller will have 5 days after receipt of such notice to cure the alleged default to Purchaser's reasonable satisfaction, and the Closing Date will be delayed, if necessary, until the end of such 5-day period. If such default is not cured within such 5-day period, then Purchaser may pursue the remedy of specific performance as its sole and exclusive remedy for such default by Seller; provided, however, if specific performance is not available as a remedy, then Purchaser may terminating this Agreement whereupon the Earnest Money shall be returned to Purchaser and

except for those provisions which survive termination or Closing, the parties shall have no further obligations hereunder.

7. **Purchaser's Default; Seller's Remedies.** If Purchaser is in default for any reason other than Seller's default, Seller may deliver a written notice to Purchaser stating with particularity the alleged default of Purchaser, the action reasonably required by Purchaser to cure such default and Seller's intent to terminate this Agreement if the default is not cured. Purchaser will have 5 days after receipt of such notice to cure the alleged default to Seller's reasonable satisfaction, and the Closing Date will be delayed, if necessary, until the end of such 5-day period. If such default is not cured within such 5-day period, then Seller may elect any of the following: (i) pursue the remedy of specific performance for such default by Purchaser; (ii) terminate this Agreement upon notice to Purchaser and retain the Earnest Money as liquidated damages, the parties agreeing the actual damages due solely to Purchaser's default would be difficult and inconvenient to ascertain and that the amount of the Earnest Money as liquidated damages is not a penalty, but fair and reasonable in light of all relevant circumstances; and (iii) pursue a claim solely for its actual damages in excess of the Earnest Money to the extent they are ascertainable.

8. **Prorations.** At Closing, real estate and personal property taxes, assessments and other items of income and expense will be prorated as of the Closing Date. The terms and provisions of this Section 8 will survive Closing.

9. **Closing Costs.** Purchaser will be responsible for (i) the cost to obtain the title commitment, (ii) all premiums and other charges on the owner's title policy issued to Purchaser including any endorsements thereto, and (iii) the cost of any survey, due diligence investigations, or timber cruise; (iv) any costs with reference to any loan Purchaser obtains; (v) all recordation costs and taxes associated with recording the deed; (vi) costs of its attorney. Purchaser and Seller shall equally share the Escrow Agent's settlement fee. All other Closing costs not addressed in this Section 9 or elsewhere shall be allocated in accordance with customary practice in the county in which the Property is located.

10. **Assignability.** Purchaser may not assign this Agreement or its rights hereunder to any entity or person without Seller's prior written consent.

11. **Notices.** Any notices required or permitted to be given under this Agreement must be in writing and will be deemed given upon receipt if delivered by hand, sent by recognized overnight courier (such as Federal Express), or by electronic mail with delivery confirmation, and addressed as follows:

If to Sellers:

William J. Wallace
c/o Ashby Wallace
9851 Honeybee Drive
Mechanicsville, VA 23116
Email: ashby.wallace@jll.com

Harriet W. Clay
4010 Monticello Street
Richmond, VA 23227

Email: hallie.clay19@yahoo.com

With a required copy to: Peake Law Group PC
Attn: Tonia Peake
14241 Midlothian Tnpk, Ste 216
Midlothian, VA 23113
Email: tpeake@peakelawgroup.com

If to Purchaser: Rodney A. Hathaway
New Kent County, Virginia
P.O. Box 150
New Kent, VA 23124
Email: rhathaway@newkent-va.us

With a required copy to: William H. Hefty
County Attorney
100 W. Franklin St. Suite 300
Richmond, Va. 23220
Email: bill@heftywiley.com

12. Miscellaneous.

(a) This Agreement will be construed and governed in accordance with the laws of the Commonwealth of Virginia.

(b) Any litigation regarding this Agreement must be heard in the courts of competent jurisdiction for the County of New Kent, Virginia.

(c) All of the parties to this Agreement have participated fully in the negotiation and preparation of this Agreement and, accordingly, this Agreement must not be more strictly construed against any one of the parties hereto.

(d) In the event any provision of this Agreement is determined by an appropriate judicial authority to be illegal or otherwise invalid, such provision will be given its nearest legal meaning or reconstrued as deleted as such authority determines, and the remainder of this Agreement will be in full force and effect.

(e) In construing this Agreement, the singular will be deemed to include the plural, the plural will be deemed to include the singular and the use of any gender will include every other gender and all captions and paragraph headings will be discarded.

(f) This Agreement constitutes the entire agreement between the parties for sale and purchase of the Property, and supersedes any other agreement or understanding of the parties with respect to the matters herein contained. This Agreement may not be changed, altered, or modified except in writing signed by both parties. This Agreement is binding upon the parties and their respective successors and assigns.

(g) Purchaser and Seller acknowledge that they have been, or have had the opportunity to be, represented by legal counsel in connection with this Agreement and that this Agreement is the product of extensive negotiations between the parties.

(h) The parties agree that time is of the essence with respect to performance of each of the parties' obligations under this Agreement. The parties agree that in the event that any date on which performance is to occur falls on a Saturday, Sunday, or state or national holiday, then the time for such performance will be extended until the next business day thereafter occurring.

(i) This Agreement may be executed in any number of counterparts, each of which, when executed, will be deemed to be an original, all of which will be deemed to be one and the same instrument. Facsimile transmission signatures will be deemed original signatures.

(j) Each party represents and warrants to the other that it has not entered into any arrangement for the payment of a real estate commission in connection herewith.

(k) Any failure of either party to insist upon strict observance of any covenant, provision, or condition of this Agreement in any one or more instances will not constitute or be construed to be a waiver at that time or thereafter, of such or any other covenant, provision or condition of this Agreement.

(l) In the event that Seller elects to structure this transaction as a like-kind exchange pursuant to Section 1031 of the code, the Purchaser will reasonably cooperate upon the request of the Seller, including prompt execution of such documents as may reasonably be required to effectuate such exchange, provided that: (a) the Seller will bear all costs in connection with such exchange and will indemnify and hold the Purchaser harmless from and against any cost, claims, expenses, or liabilities (including reasonable attorneys' fees) incurred by the Purchaser solely as a result of structuring the transaction as a like-kind exchange; and (b) the exchange will have no material effect on the terms of either party's rights or obligations under this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:

SELLER	**PURCHASER**
William J. Wallace III	**COUNTY OF NEW KENT, VIRGINIA**
Signature: _____ By: Ashby Wallace, Attorney-in-fact	Signature: _____ Rodney A. Hathaway County Administrator
Harriet W. Clay	
Signature: _____	

Approved as to Form:

_____
William H. Hefty
County Attorney

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: 8/11/2025

Miscellaneous

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	NA
Subject	Lease Amendment with Bridging Communities Regional Career and Technical Center Board of Control
Issue	Lease amendment with Bridging Communities Regional Career and Technical Board of Control to include an additional 8,440 square feet of space.
Recommendation	Staff recommend approval of this item on the consent agenda.
Fiscal Implications	The proposed amendment will not change the current rental fee.
Policy Implications	The County has complied with all State and local requirements.
Legislative History	The County began leasing the space to Bridging Communities for the operation of a career and technical center in 2014.
Discussion	The proposed lease amendment with Bridging Communities Regional Career and Technical Board of Control involves the lease of an additional 8,440 square feet of space. This space was formerly occupied by Rappahannock Community College and is located in the front portion of the Historic School's East wing.

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

ATTACHMENTS:

Description	Type
Bridging Communities Regional Career and Technical Center Lease	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Hathaway, Rodney	Approved	7/29/2025 - 9:46 AM
Administration	Hathaway, Rodney	Approved	7/29/2025 - 9:56 AM
Attorney	Hefty, Brendan	Approved	8/4/2025 - 12:08 PM

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Amendment") made this _____ day of _____, 2025 by and between **COUNTY OF NEW KENT**, a Virginia local government, as Grantor ("Landlord"), and **BRIDGING COMMUNITIES REGIONAL CAREER AND TECHNICAL CENTER BOARD OF CONTROL**, ("Lessee"), pursuant to §§ 2.2-1149 and 23.1-1002 of the *Code of Virginia* (1950), as amended.

RECITALS

WHEREAS, Landlord and Lessee entered into a Lease dated July 25, 2012, ("Original Lease") pursuant to which premises are provided for a career and technical center pursuant to the terms listed in the Ordinal Lease; and

WHEREAS, on February 26, 2014, the County Board of Supervisors approved a modification to Section 1.04 "Rent" to defer the first four years of lease payments; and

WHEREAS, on August 1, 2016, the Lessee began paying rent as provided in section 1.04; and

WHEREAS, on June 29, 2016, the County Board of Supervisors approved the second amendment to the original lease agreement to lease an additional 1,700 square feet of space to accommodate the small engine repair program; and

NOW, THEREFORE, the parties agree as follows:

1. Section 1.01, Definitions of the Original Lease is modified as follows.

(F) "Premises" shall mean the leased space within the Building consisting of **the following areas**: ~~former Science Lab, which is approximately 7,921 Square feet and located at the southwest corner of the building, the structure commonly called the "old bus garage, and building area consisting of the former woman's locker room, which is approximately 1,700 square feet. See Attachment A for a diagram of the Premises.~~

1.) Former Science lab, which is approximately 7,921 Square feet and located at the southwest corner of the building.
2.) The Structure commonly called the "old bus garage", which is approximately 2,200 square feet.
3.) Building area consisting of the former woman's locker room, which is approximately 1,700 square feet.
4.) The front portion of the East Wing Building, facing New Kent Highway, which is approximately 8,440 square feet.

See Attachment A for a diagram of the Premises.

2. Use of Premises.

The Lessee shall be entitled to use the Premises for a joint regional school created pursuant to Virginia Code § 22.1-26.

(A) The Lessee shall allow Rappahannock Community College to use the area identified in section 1, (F), 4.) of this agreement for the following uses until December 18, 2025.

1. **Nursing Laboratory**
2. **Sonography Class**

3. **ALL OTHER PROVISIONS OF THE ORIGINAL LEASE REMAIN IN EFFECT.**

Remainder of this page is blank.

IN WITNESS WHEREOF, the parties have affixed their signatures and seals.

LANDLORD: COUNTY OF NEW KENT, VIRGINIA

By: _____
Name: Thomas W. Evelyn
Title: Chairman

OFFICE OF THE COUNTY ATTORNEY

Approved as to Form

By: _____

County Attorney

TENANT: BRIDGING COMMUNITIES REGIONAL CAREER AND TECHNICAL CENTER BOARD OF CONTROL.

By: _____
Chairman, Board of Control

COMMONWEALTH OF VIRGINIA
County of New Kent, to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by the Chairman of the board of Control of the Bridging Communities Regional Career and Technical Center in New Kent, Virginia.

_____
Notary Public

My Commission Expires: _____
Notary Registration No.: _____

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: 8/11/2025

Miscellaneous

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	approve the Consent Agenda as presented and that it be made a part of the record. or I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:
Subject	Approval of Henrico Area Mental Health & Developmental Services Community Services Board Contract for FY26 and FY27 - Resolution R-27-25
Issue	
Recommendation	Approval
Fiscal Implications	
Policy Implications	
Legislative History	As required by the Virginia State Code, each Community Services Board must enter into a Performance Contract with the Virginia Department of Behavioral Health and Developmental Services. This contract spells out the expectations of the local Community Services Board and documents the state, federal, and local funds that are appropriated to the Community Services Board for operations. The code specifies that, following the approval of the Performance Contract by the Community Services board, each of the supporting local governments must also take action on the Contract.
Discussion	

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

ATTACHMENTS:

Description	Type

Resolution R-27-25 (PDF) Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	7/28/2025 - 4:29 PM
Administration	Hathaway, Rodney	Approved	7/29/2025 - 9:26 AM
Attorney	Hefty, Brendan	Approved	8/4/2025 - 12:00 PM

BOARD OF SUPERVISORS
COUNTY OF NEW KENT
VIRGINIA

R-27-25

At a regular meeting of the Board of Supervisors of the County of New Kent in the Boardroom of the County Administration Building in New Kent, Virginia on the 11th day of August 2025.

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

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

RESOLUTION APPROVING THE
FY2026 AND FY2027 COMMUNITY SERVICES BOARD
PERFORMANCE CONTRACT BETWEEN
THE VIRGINIA DEPARTMENT OF BEHAVIORAL
HEALTH AND DEVELOPMENTAL SERVICES
AND HENRICO AREA MENTAL HEALTH
AND DEVELOPMENTAL SERVICES BOARD

WHEREAS, Virginia Code § 37.2-508 requires that a performance contract negotiated between the Virginia Department of Behavioral Health and Developmental Services (the Department) and the Henrico Area Mental Health and Developmental Services Board (HAMHDS) be submitted for approval by the governing body of each political subdivision that established HAMHDS; and,

WHEREAS, Henrico County, Charles City County and New Kent County, established HAMHDS in 1973; and,

WHEREAS, on May 29, 2025, the Department provided a Letter of Notification about the amount of state and federal funding that would be available to HAMHDS during FY 2026; and,

WHEREAS, HAMHDS and the Department have negotiated a FY 2026 and FY 2027 Community Services Board Performance Contract (the Contract); and,

WHEREAS, on July 24, 2025, HAMHDS approved the Contract and recommended it to the governing bodies of Henrico County, Charles City County, and New Kent County; and,

WHEREAS, the Contract is based on the requirements of § 37.2-508, the FY 2025-2026 budget approved by the Henrico Board of Supervisors on April 8, 2025, the Letter of Notification to HAMHDS for FY 2026, and appropriations by Charles City County and New Kent County.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of New Kent County that the Contract between the Virginia Department of Behavioral Health and Developmental Services and Henrico Area Mental Health and Developmental Services Board is hereby approved.

_____	_____
Rodney A. Hathaway	Thomas W. Evelyn
County Administrator	Board 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: 8/11/2025

Miscellaneous

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	appropriate $26,000 from the Colonial Downs Reserve for Future Appropriations budget line item (Line Item #34914000-409306). The appropriated funds are for Capitol Square Strategies, LLC to provide professional lobbying and government relations services during the 2026 fiscal year.
Subject	Appropriation Request for Professional Lobbying and Government Relations Services
Issue	Consideration of appropriation request to fund professional lobbying and government relations services for fiscal year 2026.
Recommendation	Staff recommends adoption of the consent agenda.
Fiscal Implications	The requested appropriation of $26,000 would cover four months of service during the 2026 fiscal year.
Policy Implications	Services have been procured in accordance with State and local public purchasing policies and regulations.
Legislative History	The County entered into an agreement with Capitol Square Strategies, LLC in 2024 and appropriated funds for fiscal year 2025.
Discussion	Please see the attached agreement with Capitol Square Strategies, LLC.

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

ATTACHMENTS:

Description	Type
Capitol Square Strategies, LLC Agreement	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Hathaway, Rodney	Approved	7/29/2025 - 9:26 AM
Administration	Hathaway, Rodney	Approved	7/29/2025 - 9:26 AM
Attorney	Hefty, Brendan	Approved	8/4/2025 - 11:57 AM

CAPITOL SQUARE
STRATEGIES

July 11, 2024

Rodney Hathaway
County Administrator
New Kent County
PO Box 150
12007 Courthouse Circle
New Kent VA 23124

RE: Engagement of Professional Services

Dear Mr. Hathaway:

It has been a pleasure to discuss representation of New Kent County ("the County"). I am pleased to be able to provide this engagement letter to you

This letter will confirm the scope and work and will describe the arrangement and terms we discussed pursuant to which we will represent the County.

Scope
The scope of this engagement is for lobbying and government relations services on behalf of New Kent County related to the distribution of revenues and taxes from horse racing and historic horse racing.

Term
This engagement commences on July 15, 2024, and will end on July 14, 2025.

Parties may terminate this agreement by mutual agreement.

Billing
For the Engagement, Capitol Square Strategies, LLC will charge $6,500 per month to be paid by New Kent County. Fees will be billed monthly. Expenses attributable to the engagement may only be billed if pre-approved by the County.

The charges outlined in this contract are for lobbying activities conducted throughout the term of the engagement and are not attributable exclusively to services performed in any particular month.

Other Terms
Parties agree that Capitol Square Strategies, LLC, is not providing legal advice as part of this engagement.

Representation by Capitol Square Strategies, LLC, of New Kent County on this tax matter shall not create a conflict on any issue related to gaming in the Commonwealth of Virginia, and New Kent County waives all conflicts that currently or may exist on issues related to the conduct of gaming in the Commonwealth.

Our representation of the County is subject to both parties' agreement as set forth in this letter and the enclosed Standard Terms and Conditions of Engagement ("Standard Terms"). We have not been engaged by the County for any project other than as set forth herein.

As indicated, unless otherwise specified in this engagement letter, the terms of the Engagement will be in accordance with our enclosed Standard Terms.

If the terms of this engagement letter and the Standard Terms meet with your approval, please sign below and return a signed copy. If, in the alternative, you have any questions regarding this letter, the enclosed and incorporated Standard Terms, or otherwise our representation of the County, please contact me. Your communication to us to proceed with this matter, prior to sending us a signed copy of this letter, will be recognized and relied upon by us as your acceptance of the letter along with the Standard Terms. We look forward to the opportunity to work with and for you.

Sincerely,

Jeffrey S. Palmore

Enclosure

Accepted By:

_____ Signature

Rodney Hathaway _____ Name

7-15-2024 _____ Date

CAPITOL SQUARE STRATEGIES, LLC

Standard Terms and Conditions of Engagement

The following standard terms and conditions of engagement are incorporated in and made a part of the engagement letter for each matter that Capitol Square Strategies, LLC ("CSS") is engaged to represent "Client," as defined in the engagement letter. To the extent Client provides CSS with different, supplemental, or alternative terms, the terms provided hereunder shall prevail unless CSS specifically agrees otherwise in writing.

Payment. Unless otherwise specifically agreed in the engagement letter, we expect payment from Client within 30 days of the invoice date, as prompt and full payment for our services is vital to our ability to efficiently provide services to all clients. Client agrees to pay our invoice within 30 days of the bill date, unless otherwise specified in the letter.

Post-Engagement Matters. Client has engaged CSS to provide services in connection with a specific engagement during a time period as described in the engagement letter. After completion of the engagement, changes may occur in the applicable laws, legislation, or regulations that could have an impact on the Client's future rights and liabilities. Unless Client engages CSS to provide additional advice beyond the scope of this engagement, CSS may, but has no continuing obligation to, advise Client with respect to future developments that occur after the completion of this engagement.

External Electronic Communication Authorization. CSS may send documents or other information using external electronic communication ("EC") (via the internet or other network). Client understands that EC is not an absolutely secure method of communication. Client acknowledges and accepts the risk and authorizes CSS to use EC means to communicate with Client or others necessary to effectively represent the Client. If there are certain documents with respect to which the Client wishes to maintain absolute confidentiality, the Client must advise CSS in writing not to send them via EC and CSS will comply with Client's request.

Conflicts of Interest. CSS takes conflicts seriously and takes reasonable steps prior to engagement with a client to identify and disclose any potential conflicts of interest with other clients. Except as we may have already disclosed, CSS is not presently aware of a conflict created by the proposed representation of Client. However, the nature and scope of CSS's work for clients and the dynamics of the legislative and regulatory process may give rise to conflicts of interest in the future. Should a future conflict arise, CSS will notify Client, and Client and CSS will work in good faith to attempt to resolve the conflict in a manner suitable to Client.

Virginia Arbitration Clause. By signing this Agreement, Client agrees that, in the event of any dispute arising out of or relating to this Agreement, the relationship, or the services performed (including, but not limited to, disputes regarding the amount of, or payment or non-payment of fees or expenses and those alleging negligence, breach of contract, malpractice of any type, no matter how denominated, breach of fiduciary duty, fraud, disgorgement, or any claim based

upon a statute), such disputes shall be resolved by submission to binding arbitration as agreed herein.

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules [including the Emergency Interim Relief Procedures], and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration proceeding shall be brought in Virginia, unless the parties mutually agree in writing to another forum. A single qualified arbitrator will be chosen to serve under the then effective rules of the AAA, unless the parties mutually agree in writing to three arbitrators. The decision of the arbitrator(s) shall be final, binding, and not subject to judicial review. The parties agree that arbitration can be compelled by a court located in Virginia, that arbitration cannot be avoided by the filing of any other lawsuit or proceeding, and that provisional or ancillary remedies can be sought without waiver of arbitration rights. The parties intend that this Agreement to arbitrate be valid, enforceable and irrevocable.

Client has read this Agreement and understands the right to have this arbitration agreement reviewed by other counsel in order to advise if it is in Client's best Interest.

###

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: 8/11/2025

Refunds

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	approve the Consent Agenda as presented and that it be made a part of the record. or I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:
Subject	REFUND - Real Estate Tax - Veteran Exemption - $2,760.76
Issue	
Recommendation	Approval
Fiscal Implications	
Policy Implications	
Legislative History	
Discussion	

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

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

CONSENT AGENDA
REFUND REQUEST

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

Meeting Date: 8/11/2025

Reason for refund	Veteran exempt as of August 9, 2023.
Refund Amount	$2,760.76
Name and complete mailing address for refund recipient	
Line item identification and breakdown	2023 (prorated) - $751.22 2024 - $2,009.54

Request prepared by:	Shannon McLaughlin	Telephone:	804-966-9609
Date of Request:	7/14/2025		

REVIEWERS:

Department	Reviewer	Action	Date
Commissioner of Revenue	McLaughlin, Shannon	Approved	7/14/2025 - 1:54 PM
Administration	Hathaway, Rodney	Approved	7/22/2025 - 2:32 PM
Attorney	Hefty, Brendan	Approved	8/4/2025 - 12:15 PM

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: 8/11/2025

Refunds

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	approve the Consent Agenda as presented and that it be made a part of the record. or I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:
Subject	REFUND - Ryan Homes - BP #24894-2025 - $511.50
Issue	Contractor canceled SFD - BP#24894-2025
Recommendation	Approval
Fiscal Implications	
Policy Implications	
Legislative History	
Discussion	

Time Needed:		Person Appearing:	
Request prepared by:	Office Manager Community Development Tracee McLeod	Telephone:	804-966-9680
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: 8/11/2025

Reason for refund	Contractor canceled SFD - BP#24894-2025
Refund Amount	$511.50
Name and complete mailing address for refund recipient	Ryan Homes Richmond East 1100 Boulders Pkwy - Suite 400 Richmond, VA 23225
Line item identification and breakdown	Building - $682.00 (Minus 25% Administrative Fee) Surcharge - $13.64 (Non-refundable) Zoning - $30.00 (Non-refundable)

Request prepared by:	Office Manager Community Development Tracee McLeod	Telephone:	804-966-9680
Date of Request:	7/8/2025		

ATTACHMENTS:

Description	Type
REFUND - Ryan Homes (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	7/21/2025 - 12:09 PM
Administration	Hathaway, Rodney	Approved	7/22/2025 - 2:31 PM
Attorney	Hefty, Brendan	Approved	8/4/2025 - 12:16 PM

New Kent County Board of Supervisors
P O Box 50, 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	August 11, 2025
Reason for refund	Contractor canceled SFD. BP# 24894-2025
Refund Amount	$511.50
Name and complete mailing address for refund recipient	Ryan Homes Richmond East 1100 Boulders Pkwy - Suite 400 Richmond, Va 23225
Line item identification and breakdown	Building - $682.00 (Minus 25% Administrative Fee) Surcharge - $13.64 (Non-refundable) Zoning - $30.00 (Non-refundable)

For Refunds Requested by the Commissioner of Revenue

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

_____

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

Request prepared by: Tracee McLeod, Office Manager, Comm Dev - Building Telephone 804-966-9680

Date of Request

For Clerk's Use:

Approval date by Board: _____

REVIEWS

Admin: _____ Attorney_____

Finance: _____

Print Form

New Kent County Building Development, July 2, 2025

I am writing to inform you that the customer at address 7787 Summer Morning Dr has canceled their contract. May we please void and request a refund for permit # 024894-2025. We are including this letter along with the new application for this lot.

Please feel free to email or call if you have any questions regarding this request. Thank you in advance for your assistance.

Sincerely,

Michelle Ellett
Ryan Homes | Production Admin
Richmond East
1100 Boulders Parkway – Suite #400
P: (804) 237-7723
micwilli@nvrinc.com

County of New Kent

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

PERMIT NUMBER
BLDG-024894-2025
Issue Date: 06/13/2025

VUSBC: USBC 2021
Use: R-5

Permit Type: Building (Residential)
Work Class: New Single Family

GPIN	Site Address	District
K14-0144-0894	7787 Summer Morning Dr , New Kent	3

Owner Information	Mechanics Lien Agent	Contractor Information
Name: KENT FARMS HOLDING CO LLC	Name: BENJAMIN WINN JR ESQ	Name: RYAN HOMES/NVR INC
Address: 1021 E Cary St 18TH FLOOR 2 JAMES CENTER RICHMOND, VA 23219	Address: 3701 Pender Dr 300 FAIRFAX, VA 22030	Address: 1100 Boulders Pkwy 400 RICHMOND, VA 23225
Phone: (804) 771-7925	Phone: (703) 652-9719	Phone: (804) 237-7723 Lic No: 2705045627 Issue Date: Lic Exp: 9/30/2026

Project Description
NEW SINGLE FAMILY DWELLING 2325SF / 3BED 3BATH (BRAMANTE 2 STORY)

Zone Code	Firm Zone
PUD	X

Nature of Work
NEW SINGLE FAMILY DWELLING 2325SF / 3BED 3BATH (BRAMANTE 2 STORY)

Signature of Approving Official

Date: 06/13/2025

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

TOTAL FEES:	$725.64

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: 8/11/2025

Supplemental Appropriations

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	approve the Consent Agenda as presented and that it be made a part of the record. or I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:
Subject	FY25 Supplemental Appropriations
Issue	
Recommendation	
Fiscal Implications	1. Gifts & Donations - Parks & Recreation: Lighter Moments ($50), Gracefield Hall ($50), Ann Marie Oakley ($100) and New Covenant Church ($100), Sheriff: Stanley ($25), Swain ($30) and Cruise ($200), $555. 2. Fire-Rescue Extra Duty - Private: New Kent High School: 5/30/2025, $177.62. 3. Sheriff Extra Duty - Private: Colonial Downs Group, LLC: 5/17/2025-6/08/2025 ($2,451.02) and National Multiple Sclerosis Society: 5/31/2025 ($1,225.51), $3,676.53. 4. Sheriff Extra Duty - Schools: New Kent High School: 6/3/2025-6/6/2025, $710.49. 5. DSS Extra Duty: King William County DSS 5/19/2025-6/1/2025 ($1,271.59) and 6/2/2025-6/15/2025 ($1,290.23), $2,561.82 6. Photo Speed Enforcement Funds - Blue Line Solutions LLC: June 2025, $40,086.81. 7. Funds Received from VRSA Insurance: Sheriff: Claim # 02-24-64944-1-AP, DOL 6/13/2025 ($360.93), Claim # 02-24-66325-1-AP, DOL 6/13/2025 ($499), Claim # 02-24-66529-1-AP, DOL 6/27/2025 ($1,830.50), Claim # 02-24-66325-1-AP, DOL 6/16/2025 ($300), Claim # 02-24-66075-1-AP, DOL 7/1/2025 ($250) and Claim # 02-24-66529-1-AP, DOL 7/22/2025 ($201), $3,441.43.. 8. Opioid Abatement Program Funds - National Opioids Trust, $1,991.96. 9. Interest Income for 2022 W&S Bond June 2025, $17,443.66. 10. Interest Income for EDA Series 2022 Lease Revenue Bond June 2025, $18,920.36. 11. Funds to Cover CSA Fund Budget Shortfall - State Reimbursement ($88,723) and Transfer from General Fund ($69,690), $158,413. ($48,647.88) - Total In/Out – General Fund (1101)

	($1,991.96) - Total In/Out – Grant Fund (1106) ($2,561.82) - Total In/Out – Social Services (1201 ($158,413.00) - Total In/Out - CSA (1208) ($18,920.36) - Total In/Out - Capital (1302) ($17,443.66) - Total In/Out – Water/Sewer (1514) $247,978.68 - Total
Policy Implications	
Legislative History	
Discussion	

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

ATTACHMENTS:

Description	Type
FY25 Interdepartmental Budget Transfers for 081125 (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	7/29/2025 - 4:37 PM
Administration	Hathaway, Rodney	Approved	8/1/2025 - 3:39 PM
Attorney	Hefty, Brendan	Approved	8/4/2025 - 12:09 PM

Interoffice
MEMORANDUM

To: Rodney A. Hathaway, County Administrator
From: Richard E. Lawrence, Director of Financial Services
Subject: FY25 Supplemental Appropriations For Munis (August 11, 2025 BOS Meeting)
Date: July 29, 2025

FY25 (July 2024 - June 2025)

This memo is to request the following supplemental appropriations:	Revenue	Expenditure
To Appropriate Gifts & Donations		
Parks & Recreation: Lighter Moments ($50.00), Gracefield Hall ($50.00), Ann Marie Oakley ($100.00), New Covenant Church ($100.00); Sheriff: Stanley ($25.00), Swain ($30.00), Cruise ($200.00)		
REVENUE:		
110918-318401 Gifts & Donations	$ (555.00)	
EXPENDITURE:		
11715000-406013 Recreational Supplies		$ 300.00
11312000-406027 Auxiliary		$ 25.00
11312000-406048 Honor Guard Supplies		$ 230.00
To Appropriate Funds for Fire-Rescue Extra Duty - Private		
New Kent High School: 5/30/2025 ($177.62);		
REVENUE:		
110919-319207 Special Events Recovery	$ (177.62)	
EXPENDITURE:		
11321000-401310 Special Duty		$ 177.62
To Appropriate Funds for Sheriff Extra Duty - Private		
Colonial Downs Group, LLC: 5/17/2025 - 6/8/2025 ($2,451.02), National Multiple Sclerosis Society: 5/31/2025 ($1,225.51)		
REVENUE:		
110919-319204 Recovered Cost Misc.	$ (3,676.53)	
EXPENDITURE:		
11312000-401304 Salaries-Supp Activities		$ 3,676.53
To Appropriate Funds for Sheriff Extra Duty - Schools		
New Kent High School: 6/3/2025 - 6/6/2025 ($710.49)		
REVENUE:		
110919-319204 Recovered Cost Misc.	$ (710.49)	
EXPENDITURE:		
11312000-401320 Extra Security Detail-Schools		$ 710.49

Interoffice
MEMORANDUM

To: Rodney A. Hathaway, County Administrator
From: Richard E. Lawrence, Director of Financial Services
Subject: FY25 Supplemental Appropriations For Munis (August 11, 2025 BOS Meeting)
Date: July 29, 2025

FY25 (July 2024 - June 2025)

This memo is to request the following supplemental appropriations:	Revenue	Expenditure
To Appropriate Funds for DSS Extra Duty		
King William County DSS: 5/19/2025 - 6/1/2025 ($1,271.59), 6/2/2025 - 6/15/2025 ($1,290.23)		
REVENUE:		
250919-319204 Recovered Cost Misc.	$ (2,561.82)	
EXPENDITURE:		
25531000-401100 Salaries & Wages-Regular		$ 2,561.82
To Appropriate Photo Speed Enforcement Funds		
Blue Line Solutions, LLC: June 2025 ($40,086.81)		
REVENUE:		
110401-314105 Photo Speed Enforcement	$ (40,086.81)	
EXPENDITURE:		
11312000-406019 Photo Speed Enforcement Supply		$ 40,086.81
To Appropriate Funds Received from VRSA Insurance		
Sheriff: Claim # 02-24-64944-1-AP, DOL 6/13/2025 ($360.93), Claim # 02-24-66325-1-AP, DOL 6/13/2025 ($499.00), Claim # 02-24-66529-1-AP, DOL 6/27/2025 ($1,830.50), Claim # 02-24-66325-1-AP, DOL 6/16/2025 ($300.00), Claim # 02-24-66075-1-AP, DOL 7/1/2025 ($250.00), Claim # 02-24-66529-1-AP, DOL 7/22/2025 ($201.00)		
REVENUE:		
110918-318203 Insurance Recoveries	$ (3,441.43)	
EXPENDITURE:		
11312000-405840 Insurance Damages/Recoveries		$ 3,441.43
To Appropriate Opioid Abatement Program Funds		
National Opioids Trust ($1,991.96)		
REVENUE:		
130924-324200-12012 Opioid Abatement Program	$ (1,991.96)	
EXPENDITURE:		
13312000-405899-12012 Opioid Abatement Program		$ 1,991.96
To Appropriate Interest Income for 2022 W&S Bond		
June 2025 ($17,443.66)		
REVENUE:		
370961-361101 Interest on Investments	$ (17,443.66)	
EXPENDITURE:		
37940000-408642 Solids Stabiliation Dewatering		$ 17,443.66

Interoffice
MEMORANDUM

To: Rodney A. Hathaway, County Administrator
From: Richard E. Lawrence, Director of Financial Services
Subject: FY25 Supplemental Appropriations For Munis (August 11, 2025 BOS Meeting)
Date: July 29, 2025

FY25 (July 2024 - June 2025)

This memo is to request the following supplemental appropriations:	Revenue	Expenditure
To Appropriate Interest Income for EDA Series 2022 Lease Revenue Bond		
June 2025 ($18,920.36)		
REVENUE:		
310501-315107	$ (18,920.36)	
Interest on Bond Proceeds		
EXPENDITURE:		
31680000-458010		$ 13,250.43
Historic School Campus-Renov		
31380000-438015		$ 5,669.93
Animal Shelter		
To Appropriate Funds to Cover CSA Fund Budget Shortfall		
CSA: FY25 Budget		
REVENUE:		
270924-324609	$ (88,723.00)	
State Reimbursement		
270949-349201	$ (69,690.00)	
Transfer from General Fund		
EXPENDITURE:		
27532100-403183		$ 121,813.00
Alternative Day Placement/SPED		
27532100-403180		$ 36,600.00
Family Foster Care-Independent Living		
	$ (247,978.68)	**$ 247,978.68**

$	(48,647.88)	**Total In/Out - General Fund (1101)**
$	(1,991.96)	**Total In/Out - Grant Fund (1106)**
$	(2,561.82)	**Total In/Out - Social Services (1201)**
$	(158,413.00)	**Total In/Out - CSA (1208)**
$	(18,920.36)	**Total In/Out - Capital (1302)**
$	(17,443.66)	**Total In/Out - Water/Sewer (1514)**
	-	*Check*
$	**247,978.68**	**Total**

Interoffice
MEMORANDUM

To: Rodney A. Hathaway, County Administrator
From: Richard E. Lawrence, Director of Financial Services
Subject: FY25 Supplemental Appropriations For Munis (August 11, 2025 BOS Meeting)
Date: July 29, 2025

FY25 (July 2024 - June 2025)

This memo is to request the following supplemental appropriations:	Revenue	Expenditure

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
Suzanne Grable, Social Services Director
Dana Boothe, Administrative Services Manager
DeDreama Harrod, CSA Director
Kimberly C. Turner, Director of Parks and Recreation
Jason M. Baldwin, Assistant Director of Parks and Recreation

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: 8/11/2025

Supplemental Appropriations

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	approve the Consent Agenda as presented and that it be made a part of the record. or I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:
Subject	FY26 Supplemental Appropriations
Issue	
Recommendation	
Fiscal Implications	1. Animal Shelter Donations: $160. 2. Gifts & Donations - Fire-Rescue: Ackley ($100), Emmaus Baptist Church ($25), Philbates ($100) and Croswell ($50), $275. 3. Farmers Market: Bouquets of Blessing, $75. 4. Funds Received from VRSA Insurance: Sheriff: Claim # 02-24-66529-1-AP, DOL 7/14/2025 ($125), Claim # 02-24-66325-1-AP, DOL 7/21/2025 ($486) and Claim # 02-25-67010-1-AP, DOL 7/15/2025 ($1,919.45), $2,530.45. 5. Restitution Funds: Sheriff - Williams ($22.94), Hicks ($300) and Randall ($551.99), $874.93. 6. FY26 HEAT Program Equipment Reimbursement Initiative - Virginia Department of State Police, $10,000. 7. FY26 Office of First Responder Wellness Grant Program - Virginia Department of Criminal Justice Services, $24,930. 8. Parks & Recreation Co-Sponsor/Affiliate Group Funds - New Kent Wrestling Club, $300. 9. New Kent Character Counts & Camp Donations - Parks & Recreation: Grub Truck Mobile App/Robinson, $100. 10. Additional State Allocations for DSS Services - Drive to Thrive Program, $510. ($4,315.38) - Total In/Out – General Fund (1101) ($34,930.00) - Total In/Out – Grant Fund (1106) ($510.00) - Total In/Out – Social Services (1201) $39,755.38 - Total
Policy Implications	

Legislative History	
Discussion	

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

ATTACHMENTS:

Description	Type
FY26 Supplemental Appropriations for 081125 (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	7/30/2025 - 8:59 AM
Administration	Hathaway, Rodney	Approved	8/1/2025 - 3:39 PM
Attorney	Hefty, Brendan	Approved	8/4/2025 - 12:10 PM

Interoffice
MEMORANDUM

To: Rodney A. Hathaway, County Administrator
From: Richard E. Lawrence, Director of Financial Services
Subject: FY26 Supplemental Appropriations For Munis (August 11, 2025 BOS Meeting)
Date: July 29, 2025

FY26 (July 2025 - June 2026)

This memo is to request the following supplemental appropriations:	Revenue	Expenditure
To Appropriate Animal Shelter Donations		
Donations totaling $160.00 received by the Sheriff's Department		
REVENUE:		
110918-318402	$ (160.00)	
Animal Shelter Donations		
EXPENDITURE:		
11351000-403190		$ 160.00
Veterinarian Services		
To Appropriate Gifts & Donations		
Fire-Rescue: Ackley ($100.00), Emmaus Baptist Church ($25.00), Philbates ($100.00), Croswell ($50.00)		
REVENUE:		
110918-318401	$ (275.00)	
Gifts & Donations		
EXPENDITURE:		
11321000-405894		$ 275.00
Public Education Donations-Fire		
To Appropriate Funds for Farmers Market		
Registration Fee: Bouquets of Blessing ($75.00)		
REVENUE:		
110918-318305	$ (75.00)	
Farmers Market Reg. Fee		
EXPENDITURE:		
11110200-405843		$ 75.00
Special Events		
To Appropriate Funds Received from VRSA Insurance		
Sheriff: Claim # 02-24-66529-1-AP, DOL 7/14/2025 ($125.00), Claim # 02-24-66325-1-AP, DOL 7/21/2025 ($486.00), Claim # 02-25-67010-1-AP, DOL 7/15/2025 ($1,919.45)		
REVENUE:		
110918-318203	$ (2,530.45)	
Insurance Recoveries		
EXPENDITURE:		
11312000-405840		$ 2,530.45
Insurance Damages/Recoveries		
To Appropriate Restitution Funds		
Sheriff: Williams ($22.94), Hicks ($300.00), Randall ($551.99)		
REVENUE:		
110918-318501	$ (874.93)	
Restitution		
EXPENDITURE:		
11351000-403190		$ 874.93
Veterinarian Services		

Interoffice
MEMORANDUM

To: Rodney A. Hathaway, County Administrator
From: Richard E. Lawrence, Director of Financial Services
Subject: FY26 Supplemental Appropriations For Munis (August 11, 2025 BOS Meeting)
Date: July 29, 2025

FY26 (July 2025 - June 2026)

This memo is to request the following supplemental appropriations:	Revenue	Expenditure
To Appropriate Funds for the FY26 HEAT Program Equipment Reimbursement Initiative		
Sheriff: Virginia Department of State Police ($10,000.00)		
REVENUE:		
130924-324200-30107	$ (10,000.00)	
Sheriff-One Time Grant		
EXPENDITURE:		
13312000-408001-12014		$ 10,000.00
HEAT Grant Expenditures		
To Appropriate Funds for the FY26 Office of First Responder Wellness Grant Program		
Sheriff: Virginia Department of Criminal Justice Services ($24,930.00)		
REVENUE:		
130924-324200-20112	$ (24,930.00)	
State Grants & Revenue		
EXPENDITURE:		
13312000-403160-20112		$ 24,930.00
Contract Services		
To Appropriate Parks and Recreation Co-Sponsor/Affiliate Group Funds		
New Kent Wrestling Club ($300.00)		
REVENUE:		
110612-316553	$ (300.00)	
P&R Co-Sponsorship		
EXPENDITURE:		
11715000-405844		$ 300.00
Sponsor Facility Improvement		
To Appropriate Funds for New Kent Character Counts & Camp Donations		
Parks & Recreation: Grubs Truck Mobile App/Robinson ($100.00)		
REVENUE:		
110918-318401	$ (100.00)	
Gifts & Donations		
EXPENDITURE:		
11715000-406013		$ 100.00
Recreational Supplies		
To Appropriate Additional State Allocations for DSS Services		
Social Services: Drive to Thrive Program ($510.00)		
REVENUE:		
250924-324200-20609	$ (510.00)	
State Reimbursement		
EXPENDITURE:		
25532100-400877		$ 510.00
877 Virginia Drive to Thrive		
	$ (39,755.38)	**$ 39,755.38**

Interoffice
MEMORANDUM

To: Rodney A. Hathaway, County Administrator
From: Richard E. Lawrence, Director of Financial Services
Subject: FY26 Supplemental Appropriations For Munis (August 11, 2025 BOS Meeting)
Date: July 29, 2025

FY26 (July 2025 - June 2026)

This memo is to request the following supplemental appropriations:

	Revenue	Expenditure
$	(4,315.38)	**Total In/Out - General Fund (1101)**
$	(34,930.00)	**Total In/Out - Grant Fund (1106)**
$	(510.00)	**Total In/Out - Social Services (1201)**
	-	*Check*
$	**39,755.38**	**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
Rodney Hathaway, County Administrator
Wanda Watkins, Deputy Clerk of the Board
Krista Eutsey, Public Relations Specialist
Amanda Stanger, Executive Assistant to the County Administrator
Suzanne Grable, Social Services Director
Dana Boothe, Administrative Services Manager
Kimberly C. Turner, Director of Parks and Recreation
Jason M. Baldwin, Assistant Director of Parks and Recreation

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: 8/11/2025

Interdepartmental Budget Transfers

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	approve the Consent Agenda as presented and that it be made a part of the record. or I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:
Subject	FY25 Interdepartmental Budget Transfers
Issue	
Recommendation	
Fiscal Implications	1. Finance: From ADP Equip-General Services to ADP Equip-Info Technology, $617. 2. Finance: From Contingency to Children's Services Fund, $69,690. 3. Parks & Recreation: From PT OT Wages to FT OT Wages ($50), from Group Life to Disability ($250), from Print and Binding to Prof Services ($150), from Fuel to Pwrd Equip Fuel ($500), from BA/AS Wages to Summer Camp Wages ($3,000), from Lawn Maintenance to Programs ($2,100), from Tele Comm Land to Tele Comm Cell ($2,000), from Lawn Maintenance to Travel/Conv ($1,600) and from Contracted Services to Rec Supplies ($2,200), 11,850. 4. Treasurer: From Contingency to Charge Card Fee/Processing, $70,516.61
Policy Implications	
Legislative History	
Discussion	

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

ATTACHMENTS:

Description	Type
FY25 Interdepartmental Budget Transfers for 081125 (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	7/29/2025 - 9:06 AM
Administration	Hathaway, Rodney	Approved	7/29/2025 - 9:27 AM
Attorney	Hefty, Brendan	Approved	8/4/2025 - 12:08 PM

BUDGET TRANSFER FORM

ACCOUNTING PERIOD: Jun-24

BATCH # _____ _____

REF # _____ _____

FUNDS COMING FROM (CREDIT) Account Number	Account Description	Amount	FUNDS GOING TO (DEBIT) Account Number	Account Description	Amount
15125113 - 408007	ADP EQUIP-GENERAL SERVICES	$ 617.00	15125118 - 408007	ADP EQUIP-INFO TECHNOLOGY	$ 617.00
		$ 617.00			$ 617.00
		$ -			

Explanation for transfer:

YEAR END BUDGET TRANSFER - COMPUTER FUND

SUBMITTED IN MUNIS BY J. STANGER

REL 7/7/2025

INITIALS DATE

CHECKED FOR FUNDS: _____

ENTERED: _____

POSTED: _____

DEPARTMENT: FINANCE

DEPT HEAD SIGNATURE: [signature]

DATE: 7/7/25

COUNTY ADMINISTRATOR APPROVAL: [signature] 7-28-2025

R. 6/15/2012

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG / ACCOUNT	OBJECT / LINE DESCRIPTION	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND		
2025 12	355	06/30/2025	JRS-25	C202512	BUA	BT-PCREPL	1	1		
1	15125113	408007		GENERAL SERVICES (BLDGS & GRNDADP	EQUIP-GENERAL SERVICES		3,500.00	-617.00	2,883.00	
	1108.000.412515.113.44.443.000.000.408007.				EOY TRAN	06/30/2025				
2	15125118	408007		ECONOMIC DEVELOPMENT	ADP EQUIP-ECON DEVELOPMENT		6,172.02	617.00	6,789.02	
	1108.000.412515.118.48.484.000.000.408007.				EOY TRAN	06/30/2025				
					** JOURNAL TOTAL			0.00		

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: 5148rel

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2025 12 355									
BUA 15125113-408007					ADP EQUIP-GENERAL SERVICES		5		617.00
06/30/2025	BT-PCREPL	JRS-25	C202512		EOY TRAN	T			
BUA 15125118-408007					ADP EQUIP-ECON DEVELOPMENT		5	617.00	
06/30/2025	BT-PCREPL	JRS-25	C202512		EOY TRAN	T			
					JOURNAL 2025/12/355 TOTAL			.00	.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
				FUND TOTAL	.00	.00

** END OF REPORT - Generated by RICHARD LAWRENCE **

BUDGET TRANSFER FORM

ACCOUNTING PERIOD: Jun-25

BATCH # _____

REF # _____

FUNDS COMING FROM (CREDIT) Account Number	Account Description	Amount	FUNDS GOING TO (DEBIT) Account Number	Account Description	Amount
11931000 409209	TRANS TO CHILDREN'S SERVICES FUND	$ 69,690.00	11914000 409301	CONTINGENCY	$ 69,690.00
		$ 69,690.00			$ 69,690.00
		$ -			

Explanation for transfer:

YEAR END BUDGET TRANSFER - TREASURER

NOTE: THIS TRANSFER WOULD BRING THE AVAILABLE CONTINGENCY BALANCE TO $6,902.92

SEE ATTACHED MEMOS FOR MORE DETAIL

REL 7/28/2025
INITIALS DATE

CHECKED FOR FUNDS: _____

ENTERED: _____

POSTED: _____

DEPARTMENT: Finance ~~Treasurer~~

DEPT HEAD SIGNATURE: [signature]

DATE: 7/28/25

COUNTY ADMINISTRATOR APPROVAL: [signature] 7-28-2025

R. 6/15/2012

New Kent
COUNTY · VIRGINIA
A GREAT PLACE TO GROW

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

MEMORANDUM

TO: Rodney Hathaway, County Administrator

FROM: Richard Lawrence, Director of Financial Services

DATE: July 25, 2025

RE: CSA Fund – Supplemental Appropriation

Mr. Hathaway,

We are requesting supplemental funding to support the CSA Services ORG to end fiscal year 2025. Throughout fiscal year 2025, the CSA Fund has seen an uptick in children served as well as cost of services which has created a budget shortfall with a potential need for an additional $158,413 to cover the outstanding invoices. In the attached memo from DeDreama Harrod, Director of the New Kent Office of Children's Services, she has provided further detail behind the need for this supplemental appropriation. As with the initial funding provided for these services, there is a local and a state portion. We will only transfer the portion of this supplement that is used, with the remainder staying in the General Fund at the end of the fiscal year. If approved, the budget adjustment would be as follows:

General Fund - Transfer Local Funding from Contingency:

11914000 409301 – Reserved for Contingency	$(69,690)
11931000 409209 – Trans to Children's Services Fund	$ 69,690

(Note: this would bring the Reserved for Contingency balance to $6,902.92 for FY25)

CSA Fund - Appropriation of Funds:

Revenue	
270924 324609 – State Reimbursement	$88,723
270949 349201 – Transfer from General Fund	$69,690

New Kent
COUNTY · VIRGINIA
A GREAT PLACE TO GROW

Board of Supervisors

Thomas W. Evelyn District 1
John P. Moyer District 2
Amy M. Pearson District 3
Ron Stiers District 4
Jordan T. Stewart District 5

Rodney A. Hathaway
County Administrator

www.co.new-kent.va.us

Memorandum

To: Richard Lawrence, Director New Kent County Finance
From: DeDreama Harrod, Ed.S Director Office of Children's Services
Date: June 13, 2025
RE: CSA supplemental request and Board of Supervisors Allocation

At the beginning of fiscal year 2025, The Office of Children's services allocated $659,161.00 to New Kent County for their projected expenditures. At that time, local expenditure predictions and state predictions were in alignment. Since then, the local CSA office has had a significant increase in expenditures due to the following:

• 1 new private day school client June 2025:	$ 8,500.00
• 1 transfer private day school client June 2025:	$ 6,222.88
• 1 DSS client going from a local home at no cost to an IL	$107,090.40
• 1 DSS client that is no longer eligible for IV-E funding:	$ 8,034.23
• 3 new foster care clients in April:	$ 24,591.30
• 3 new foster care clients in May:	$ 3,974.19
Additional cost:	$158,413.00

Due to the increased cost, CSA will exceed its current state allocation as well as county allocation thus the request for the supplemental funds from the state Office of Children's Services.

All CSA expenditures are shared with the state. The locality has an average reimbursement rate of .43%. The overage will not impact the local budget. However, the additional funds, the supplemental request, is required in order to pay final FY25 invoices and seek reimbursement from the state. The actual local projected share for the entire year of expenditures is $380,326.28.

The supplemental request has been requested and received from the State office of Children's Services. April invoices have been paid and submitted for reimbursement. The requested funds will cover May and June invoices. No additional supplement is projected to be needed at this time.
The supplemental process will change for FY26. The state will not allocate any funds to localities. The locality will submit invoices for reimbursements as they are received with no restrictions or limitation for sum sufficient services.

Please let me know if you have any further questions or concerns.

CC: Rodney Hathaway, County Administrator
Andrea Gardner, CPMT Chairperson

12007 Courthouse Circle, P.O. Box 150, New Kent VA 23124
New Kent (804) 966-9861/Toano (757) 564-3480/Fax (804) 966-9370

Page 1 - CSA Supplemental Allocation Request Form — FY25

Date Created: 6/11/2025 Date Printed: 6/12/2025
Locality(FIPS): New Kent (127) Base Rate: 0.4329
Contact Person: DeDreama Harrod (DSHarrod@newkent-va.us)
CPMT Chair: Mrs. Andrea Gardner (afgardner@newkent-va.us)
Fiscal Agent: Richard E Lawrence (relawrence@newkent-va.us)
# of Supplements Requested: 1

We certify that the information provided in this request for a supplemental allocation is accurate, and that the costs within the request were unanticipated and are required costs for specific mandated children pursuant to Section 2.2-5211.C of the Children's Services Act. All cases have been assessed, where required, by the Family Assessment and Planning Team and comply with the provisions of the Code of Virginia, the CSA Manual, and the Appropriations Act. The Supplement Request calculation is based on the locality's local match rate for each expenditure code at the time of the supplement request creation.

THIS REQUEST IS FOR FISCAL YEAR FY25

		Local Match Rate	Actual FY25 Mandated Net Expenditure (*Excludes Pended Pool Report) (a)	Projected FY25 Additional Expenditure (b)	Total FY25 Actual+Projected Expenditure (a + b = c)	Local Share FY FY25 Actual+Projected Expenditure (c * local match rate = d)	State Share FY FY25 Actual+Projected Expenditure (c - d = e)
1. CONGREGATE CARE / MANDATED RESIDENTIAL SERVICES							
1a.	Foster Care - IV-E children in Licensed Residential Congregate Care; pool expenditures for costs not covered by IV-E (i.e., non room-and-board)	0.5411	$0.00	$0.00	$0.00	$0.00	$0.00
1b.	Foster Care - all others in Licensed Residential Congregate Care	0.5411	$62,431.00	$0.00	$62,431.00	$33,781.41	$28,649.59
1c.	Residential Congregate Care - CSA Parental Agreements; DSS Noncustodial Agreements	0.5411	$58,394.00	$0.00	$58,394.00	$31,596.99	$26,797.01
1e.	Educational Services - Congregate Care	0.4329	$13,107.00	$20,000.00	$33,107.00	$14,332.02	$18,774.98
I	CONGREGATE CARE / MANDATED RESIDENTIAL SERVICES SUBTOTAL (Sum of lines 1a+1b+1c+1e)		$133,932.00	$20,000.00	$153,932.00	$79,710.42	$74,221.58
2. OTHER MANDATED SERVICES							
2a.	Treatment Foster Care - IV-E	0.4329	$40,222.30	$20,000.00	$60,222.30	$26,070.23	$34,152.07
2a.1	Treatment Foster Care	0.4329	$20,260.36	$5,000.00	$25,260.36	$10,935.21	$14,325.15
2a.2	Treatment Foster Care - CSA Parental Agreements; DSS Noncustodial Agreements	0.4329	$0.00	$0.00	$0.00	$0.00	$0.00
2b	Specialized Foster Care - IV-E; Community Based Services	0.4329	$0.00	$0.00	$0.00	$0.00	$0.00
2b.1	Specialized Foster Care	0.4329	$0.00	$0.00	$0.00	$0.00	$0.00
2c.	Family Foster Care - IV-E; Community Based Services	0.2165	$0.00	$0.00	$0.00	$0.00	$0.00
2d.	Family Foster Care Maintenance only	0.4329	$0.00	$15,000.00	$15,000.00	$6,493.50	$8,506.50
2e.	Family Foster Care - Children receiving maintenance and basic activities payments; independent living Stipend/Arrangements	0.4329	$39,380.21	$0.00	$39,380.21	$17,047.69	$22,332.52
2e1.	State Kinship Guardianship	0.4329	$0.00	$0.00	$0.00	$0.00	$0.00
2e2.	Federal Kinship Guardianship	0.4329	$0.00	$0.00	$0.00	$0.00	$0.00
2f.	Community - Based Services	0.2165	$46,278.47	$2,000.00	$48,278.47	$10,452.29	$37,826.18
2f.1	Community Transition Services - Direct Family Services to Transition from Residential to Community	0.2165	$0.00	$0.00	$0.00	$0.00	$0.00
2g	Special Education Private Day Placement	0.4329	$341,007.40	$350,000.00	$691,007.40	$299,137.10	$391,870.30
2i.	Psychiatric Hospitals/Crisis Stabilization Units	0.4329	$0.00	$0.00	$0.00	$0.00	$0.00
II.	OTHER MANDATED SERVICES SUBTOTAL (Sum of lines 2a+2a1+2a2+2b+2b1+2c+2d+2e+2e1+2e2+2f+2f1+2g+2i)		$487,148.74	$392,000.00	$879,148.74	$370,136.02	$509,012.72

III.	GRAND TOTAL (Line I + Line II)	$621,080.74	$412,000.00	$1,033,080.74	$449,846.44	$583,234.30
IV.	The Supplemental allocation requested from OCS (Detailed calculation on Page 2, Line L = Line F - Line E):			$373,919.74	$164,495.44	$209,424.30

Comments: We have had an increase in foster care youth and private day school cost for the year. We will need about 900,000 to cover cost for FY25. Thank you

Page 2 - CSA Supplemental Allocation Request Form — FY25

Date Created: 6/11/2025 Date Printed: 6/12/2025
Locality(FIPS): New Kent (127) Base Rate: 0.4329
Contact Person: DeDreama Harrod (DSHarrod@newkent-va.us)
CPMT Chair: Mrs. Andrea Gardner (afgardner@newkent-va.us)
Fiscal Agent: Richard E Lawrence (relawrence@newkent-va.us)
# of Supplements Requested: 1

We certify that the information provided in this request for a supplemental allocation is accurate, and that the costs within the request were unanticipated and are required costs for specific mandated children pursuant to Section 2.2-5211.C of the Children's Services Act. All cases have been assessed, where required, by the Family Assessment and Planning Team and comply with the provisions of the Code of Virginia, the CSA Manual, and the Appropriations Act. The Supplement Request calculation is based on the locality's local match rate for each expenditure code at the time of the supplement request creation.

THIS REQUEST IS FOR FISCAL YEAR FY25

		Total	Local Share	State Share
A.	Current Total Pool Allocation: Total dollar amount of pool funds allocated for FY25 which includes initial-allocation and any approved supplemental allocations/adjustments. This includes mandated and non-mandated pool funds available.	$659,161.00	$285,351.00	$373,810.00
B.	Current Non-Mandated Protected Amount: Total dollar amount of current non-mandated protected funds.			$10,000.00
C.	Non-Mandated Costs: Amount of Actual Non-Mandated expenditures. (RESIDENTIAL/CONGREGATE CARE)			$0.00
C1.	Non-Mandated Costs: Amount of Actual Non-Mandated expenditures. (COMMUNITY BASED)			$0.00
D.	Unused Non-Mandated Protected Funds Available: (Line B - Line C - Line C1)			$10,000.00
E.	Mandated Funds Available: This number represents the existing allocated funds available for the mandated population. (Line A - Line B + Line D)			$373,810.00
F.	Net Projected Mandated Expenditure (without WRAP)(excluding pended reports): (From Page 1, Line III)			$583,234.30
L.	Supplemental Allocation Funds/Additional Mandated Funds requested for pool reports reimbursement (without WRAP) - all the three columns should be greater than $50: (Line F - Line E)	$373,919.74	$164,495.44	$209,424.30
M.	Submitted Mandated Net Expenditure (without WRAP) (including pended reports): This is the total mandated dollar amount that your locality has submitted for FY22. This total is calculated based on the first PEND or SUBMIT of this supplement request.	$621,080.74	$271,924.45	$349,156.29
N.	Projected Mandated Funds remaining for future pool reports reimbursement (without WRAP) after this supplement is fully funded - all the three columns should be greater than $50: (Line E + Line L - Line M)	$412,000.00	$177,921.99	$234,078.01

IMPORTANT!
Actual signatures on the cover page are required on local documentation. Documentation must be maintained which supports the supplemental allocation being requested is only for mandated (or "sum sufficient") children. That reasonable projections have been made to estimate the amount of Supplemental funds needed.
All three columns of line L and line N should be greater than $50 for a successful Submit. This supplemental request does not reflect WRAP-Around Funds or WRAP-Around Expenditures. A separate funding request form specific to WRAP-Around funds must be used to request additional Wrap-Around funding.

CPMT CHAIRMAN:

Mrs. Andrea Gardner	6/12/2025	
Name	Date	Signature

Fiscal Agent:

Richard E Lawrence	6/12/2025	
Name	Date	Signature

BUDGET TRANSFER FORM

ACCOUNTING PERIOD: Jul-25 FY25

BATCH # _____

REF # _____

FUNDS COMING FROM (CREDIT) Account Number	Account Description	Amount	FUNDS GOING TO (DEBIT) Account Number	Account Description	Amount
11711000-401400	PT OT WAGES	$50.00	11711000-401200	FT OT WAGES	$50.00
11711000-402400	GROUP LIFE	$ 250.00	11711000-402500	DISABILITY	$ 250.00
11711000-403500	PRINT AND BINDING	$ 150.00	11711000-403170	PROF SERVICES	$ 150.00
11711000-406008	FUEL	$ 500.00	11711000-406009	PWRD EQUIP FUEL	$ 500.00
11715000-401330	BA/AS WAGES	$3,000.00	11715000-401340	SUMMER CAMP WAGES	$ 3,000.00
11715000-406053	LAWN MAINTENANCE	$ 2,100.00	11715000-403100	PROGRAMS	$ 2,100.00
11715000-405230	TELE COMM LAND	$ 2,000.00	11715000-405229	TELE COMM CELL	$ 2,000.00
11715000-406053	LAWN MAINTENANCE	$ 1,600.00	11715000-405540	TRAVEL/CONV	$ 1,600.00
11715000- 403160	CONTRACTED SERVICES	$ 2,200.00	11715000-406013	REC SUPPLIES	$ 2,200.00
		$ 11,850.00			$ 11,850.00

Explanation for transfer: END OF FISCAL YEAR 25 BUDGET OVERAGES

KCT — PREPARER'S INITIALS

7/15/2025 — DATE

FOR FINANCE OFFICE USE ONLY

CHECKED FOR FUNDS: _____

ENTERED: _____

POSTED: _____

DEPARTMENT: PARKS AND RECREATION

DEPT HEAD SIGNATURE: *Kimberly Turner*

DATE: 7/15/2025

COUNTY ADMINISTRATOR APPROVAL: 7-28-2025

BUDGET TRANSFER FORM

ACCOUNTING PERIOD: Jun-25

BATCH # _____

REF # _____

FUNDS COMING FROM (CREDIT) Account Number		Account Description	Amount	FUNDS GOING TO (DEBIT) Account Number		Account Description	Amount
11124100	405855	CHARGE CARD FEES/PROCESSING	$ 70,516.61	11914000	409301	CONTINGENCY	$ 70,516.61
			$ 70,516.61				$ 70,516.61
			$ -				

Explanation for transfer:

YEAR END BUDGET TRANSFER - TREASURER

NOTE: THIS TRANSFER WOULD BRING THE AVAILABLE CONTINGENCY BALANCE TO $76,592.92

THIS IS THE COST ABSORBED BY THE COUNTY TO OFFSET CREDIT CARD FEES FOR CITIZENS

REL 8/16/2024

INITIALS DATE

CHECKED FOR FUNDS: _____

ENTERED: _____

POSTED: _____

DEPARTMENT: Treasurer

DEPT HEAD SIGNATURE: _____

DATE: 7/24/24

COUNTY ADMINISTRATOR APPROVAL: _____

R. 6/15/2012

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: 8/11/2025

Interdepartmental Budget Transfers

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	approve the Consent Agenda as presented and that it be made a part of the record. or I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:
Subject	FY26 Interdepartmental Budget Transfers
Issue	
Recommendation	
Fiscal Implications	1. Fire-Rescue: From Uniforms to Taser Sheriff's Office, $1,008.
Policy Implications	
Legislative History	
Discussion	

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

ATTACHMENTS:

Description	Type
FY Interdepartmental Budget Transfer for 081125 (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	7/29/2025 - 9:14 AM
Administration	Hathaway, Rodney	Approved	7/29/2025 - 9:28 AM
Attorney	Hefty, Brendan	Approved	8/4/2025 - 12:09 PM

BUDGET TRANSFER FORM

ACCOUNTING PERIOD: Jul-25 FY26

BATCH # _____

REF # _____

FUNDS COMING FROM (CREDIT) Account Number		Account Description	Amount	FUNDS GOING TO (DEBIT) Account Number		Account Description	Amount
11321000	406011	Uniforms	$1,008.00	31380000	438230	Taser Sheriff's Office	$1,008.00
			$ 1,008.00				$ 1,008.00

Explanation for transfer: Axon Taser for FMO

ENB 7/9/2025

PREPARER'S INITIALS DATE

FOR FINANCE OFFICE USE ONLY

CHECKED FOR FUNDS: _____

ENTERED: _____

POSTED: _____

DEPARTMENT: ~~Fire-Rescue~~

DEPT HEAD SIGNATURE: [signature]

DATE: _____

COUNTY ADMINISTRATOR APPROVAL: [signature] 7-28-2025

Request #6026

Request Date	07-09-2025
Requested By	Ellen Browne
Items	Budget Transfer for Axon Taser
Purpose	FMO
Vendor	NKSO
Estimated Cost	$1008.00
Priority	Medium

Management Approval

Code ID	406011
Code Description	Uniforms
Total Budget	$40,000.00
Status	Sent for Payment
Total Invoiced / Pending	$1,008.00
Available Funds	$38,992.00
Approved By	
Approval Date	
PO Number	
PO Total	
Ordered by	
Order Date	
Invoice #	FY26
Invoice Date	07-09-2025
Invoice Total	$1,008.00
Request Total	$1,008.00
Received Date	
Received By	
Notes	

Created today at 9:59 AM (EDT). Owned by Ellen Browne.

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: 8/11/2025

Treasurer's Report

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	approve the Consent Agenda as presented and that it be made a part of the record. or I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:
Subject	Treasurer's Report - June 2025
Issue	
Recommendation	Approval
Fiscal Implications	
Policy Implications	
Legislative History	
Discussion	Cash as of June 30, 2025, $108,929,938.26 including escrow funds.

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

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	7/7/2025 - 9:13 AM
Administration	Hathaway, Rodney	Approved	7/7/2025 - 11:32 AM
Attorney	Hefty, Brendan	Approved	7/7/2025 - 11:34 AM

New Kent COUNTY

Treasurer's Office

Cash Report

As of June 30, 2025

Cash Account Balance (total per statements)	**24,522,441.30**
Investments (per statements)	
C&F - Certificates of Deposit	8,467,075.95
Local Government Investment Pool	4,808.94
Virginia Investment Pool	75,265,703.02
Total Investments	**83,737,587.91**
Total Cash and Investments	**108,260,029.21**
Escrow Accounts (Soil and Erosion)	669,909.05
Total Cash in Bank	***108,929,938.26*** *including escrow funds*

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: 8/11/2025

PRESENTATIONS

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	
Subject	**Henrico Area Mental Health and Developmental Services Update** - *Executive Director Laura Totty*
Issue	Henrico Area Mental Health and Developmental Services (HAMHADS) Executive Director Laura Totty would like to provide a brief update on services provided. Other HAMHADS representatives attending may include Director of Mental Health Services Daniel Rigsby and New Kent/Charles City Program Manager Keith Harmon.
Recommendation	
Fiscal Implications	
Policy Implications	
Legislative History	
Discussion	

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

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	7/31/2025 - 3:10 PM
Administration	Hathaway, Rodney	Approved	8/1/2025 - 3:39 PM
Attorney	Hefty, Brendan	Approved	8/4/2025 - 12:15 PM

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: 8/11/2025

PRESENTATIONS

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	N/A
Subject	**Discussion of Drinking Water CIPs** - *Public Utilities Director Mike Lang*
Issue	Prior to a drinking water CIP funding discussion and river intake site contract approval request, the importance of these projects will be presented to the the Board. Drinking water capital improvements are beginning to lag considerably behind the growth of the County. Future growth projections necessitate immediate action to avoid mandatory water restrictions, low pressure and water outages. The Brickshire water tank and Rt 249 waterline are immediate needs. Further out, the groundwater withdrawal permits the County holds will be reduced in 2038.
Recommendation	N/A
Fiscal Implications	A borrowing will be needed to accomplish the infrastructure projects, which will likely lead to utility rate and/or fee increases. However, these projects also open up new opportunities for connection fee and user fee revenue. Funds for the intake site have already been allocated.
Policy Implications	N/A
Legislative History	N/A
Discussion	During peak water demand periods (weekday mornings), with all 3 well pumps running, low pressure is experience in the Brickshire area, and the level of the storage tank is dropping. Continued buildout of the Farms of New Kent and Brickshire, as well as Buc-ee's will only further exacerbate this problem. At Bottoms Bridge, the daily average use has exceeded the capacity of the backup well 3 times since 2020. Hypothetically, adding the estimated demand of a known future development (the Hearth at Patriots Landing) increases those incidences to 17 times since 2020, or 30% of the time. Were there to be a major failure at the Bottoms Bridge main supply well, our ability to meet the system demand would be marginal, especially during the peak summer season. DPU has already responded negatively to 2 re-zoning requests due to the potential impacts on the potable water supply.

Time Needed:	15 minutes	Person Appearing:	Public Utilities Director Mike Lang
Request prepared by:	Mike Lang	Telephone:	966 9625
Copy provided to:	County Administrator		

REVIEWERS:

Department	Reviewer	Action	Date
Public Utilities	Lang, Mike	Approved	7/22/2025 - 9:42 AM
Administration	Hathaway, Rodney	Approved	7/22/2025 - 2:34 PM
Attorney	Hefty, Brendan	Approved	8/4/2025 - 12:07 PM

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: 8/11/2025

PRESENTATIONS

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	adopt Resolution R-26-25 approving an exception to Section 98-1069 of the New Kent County Code to allow a waiver from additional requirements in the Commerce Corridor Overlay District at 9101 Boulevard Road (Tax Map 41A1-1-1 and GPIN #E16-0026-4149).
Subject	**Consider Exception Request of William Felts for Sections 98-1069(a)(10) and 98-1069(a)(12) of the New Kent County Code - Resolution R-26-25** - *Principal Planner Patrick Silva*
Issue	Consideration of an exception Request made by William Felts in relation to Section 98-1069(a)(10) and 98-1069(a)(12) of the New Kent County Code to allow parking lot to be surfaced with gravel and to waive the requirement to provide a sidewalk across the site's frontage.
Recommendation	The Planning Commission considered this request at their meeting on July 21, 2025 and voted 10:0:1 to forward a favorable recommendation to the Board of Supervisors.
Fiscal Implications	NA
Policy Implications	NA
Legislative History	NA
Discussion	The applicant, William Felts on behalf of Overbite Properties NKC, LLC., has submitted a site plan that is currently under review with the County relating to proposed parking area and site entrance improvements at 9101 Boulevard Road in Providence Forge. The site improvements themselves are being proposed in relation to the on-going conversion of the disused Providence Forge Hotel building to an office use. The applicant is requesting an exception from the requirements of the Commerce Corridor Overlay District to allow the proposed parking area to be surfaced with gravel and to waive the requirement to provide a sidewalk across the site's frontage on Boulevard Road.

Time Needed:	10 minutes	Person Appearing:	Principal Planner, Patrick Silva
Request prepared by:		Telephone:	804-966-8563
Copy provided to:			

ATTACHMENTS:

Description	Type
BOS Memo	Cover Memo
Application	Backup Material
Site Plan	Backup Material
PC Resolution	Backup Material
Article XXVIII	Backup Material
Resolution R-26-25	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Planning & Zoning	Watkins, Wanda	Approved	8/4/2025 - 3:17 PM
Administration	Hathaway, Rodney	Approved	8/4/2025 - 3:18 PM
Attorney	Hefty, Brendan	Approved	8/5/2025 - 9:56 AM

MEMORANDUM

DATE: August 11, 2025

TO: New Kent County Board of Supervisors

SUBJECT: Consideration of an Exception Request in accordance with Section 98-1071 - Exception Request to Additional Development Requirements of the Commerce Corridor Overlay District from William Felts, on behalf of Overbite Properties NKC, LLC.

REQUEST

Pursuant to Section 98-1071 of the County Code, this memorandum is intended to address consideration of a request for an exception to the additional requirements of the Commerce Corridor Overlay District as made by William Felts, on behalf of Overbite Properties NKC, LLC. The exception request is specifically to waive the Commerce Corridor Overlay District requirements that (1) all parking areas be paved with concrete, asphalt, or other similar material and that traditional curb and gutter systems (or alternative equivalents as approved by the county) be used in such areas and (2) that a sidewalk of no less than five feet of clear and unimpeded area be provided across the frontage of the property in all areas designated as Village in the New Kent County Comprehensive Plan.

BACKGROUND

The applicant has submitted a site plan that is currently under review with the County relating to proposed parking area and site entrance improvements at 9101 Boulevard Road in Providence Forge. The site improvements themselves are being proposed in relation to the on-going conversion of the disused Providence Forge Hotel building to an office use. The subject property is located within the Commerce Corridor Overlay District, the site is served by private water and sewage disposal facilities, and its envisioned future land use is designated as "Village" in the County's Comprehensive Plan.

Pursuant to Section 98-1071(a)(4) of the County Code, the Commerce Corridor Overlay District design standards require that all parking areas be paved with concrete, asphalt, or other similar material and that a sidewalk of no less than five feet of clear and unimpeded area be provided across the frontage of the property in all areas designated as Village in the New Kent County

Comprehensive Plan. The applicant is requesting an exception from these requirements to allow the proposed parking area to instead be surfaced with gravel and to waive the requirement to provide a sidewalk across the site's frontage on Boulevard Road.

Regarding the request to use gravel parking lot surfacing, the applicant has asserted that the use of gravel surfacing for the parking area will help to facilitate the orderly discharge of stormwater runoff from the site and that the use of concrete or asphalt and traditional curb and gutter systems in this location would serve to concentrate run off and potentially worsen existing flooding issues in the Providence Forge area. Environmental staff has reviewed the proposed stormwater plan and agrees that there are benefits to allowing the parking lot to remain gravel without curb and gutter.

Regarding the request to waive the requirement to install a sidewalk along the property's frontage, the applicant has stated the locational context of the site, set back a street from Route 60 where the Commerce Corridor Overlay District boundaries extend from and being bounded to the west by the CSX railroad tracks, result in configuration where future sidewalk connections would be unlikely and pedestrian traffic would likely be unsafe due to the challenging intersection of Boulevard Road, Courthouse Road, and the CSX railroad tracks. Furthermore, there is an existing bonded riverstone wall which surrounds the subject site and would impede the ability to construct the required sidewalk on the subject property without removing or altering the wall, which has existed throughout the history of the building. Avoiding impacts to the wall would make the logical placement of the sidewalk within the VDOT right-of-way.

In staff's consideration of the request, staff found that the requested exceptions would comply with the findings necessary to grant an exception to the design requirements of the Commerce Corridor Overlay District as articulated in Section 98-1071 of the New Kent County Code. The aforementioned County Code section has been provided as an attachment in relation to this memorandum. In conclusion, by reconciling the reasons for the exception requests stated by the applicant in their request letter with the findings necessary to grant such exceptions as stated in Section 98-1071 of the New Kent County code, staff recommends approval of this exception request. In addition, at their July 21st meeting, the Planning Commission voted 10:0:1 to forward a favorable recommendation of approval to the Board of Supervisors, with the condition of approval that in the event the gravel parking is surfaced with asphalt/concrete in the future, gravel diaphragms will be required along parking lot edges to ensure sheetflow characteristics are maintained.

Attachments:

- Request Letter from William Felts
- Article XXVII, Commerce Corridor Overlay District Section of the New Kent County Zoning Code.
- Proposed Site Plan
- Resolution PC-14-25
- Resolution R-26-25

June 9, 2025

Angela Leflett
Zoning Administrator
New Kent County

Re: New Kent Hotel Office Building
9101 Boulevard Road

Mrs. Leflett,

On behalf of Overbite Properties, NKC, LLC LRI would like to formally request a waiver to New Kent County Zoning Ordinance Section 98-1069 Item 10 & 12. The owner of the existing structure is currently working on plans to renovate the old Hotel building and convert its use into new office space to serve the Providence Forge area. A site plan for the redevelopment is currently under review at the New Kent Planning Department. The project includes the construction of a new gravel parking lot to serve the existing building as well as updated ADA access into the structure.

Section 98-1069 Item 10 of the New Kent Ordinance requires that the proposed parking area be paved with concrete or asphalt, or other similar material, as well as surrounded by traditional curb and gutter systems (or alternative equivalents as approved by the county). The design of the project currently proposes a stone parking lot lined with vehicular wheel stops to prevent traffic from affecting adjacent landscaped areas. The intent of the stormwater management plan for the redevelopment is to install a gravel surface that will help facility the discharge of stormwater as sheet flow into the adjacent grass areas of the site. The installation of a completely impervious surface such as concrete or asphalt along with curb and gutter would only serve to concentrate stormwater runoff and potentially add to the existing flooding issues in this area of Providence Forge. The intended stormwater management approach for the project is to amend the existing compacted soils on the property to allow for more infiltration into the existing soils and maintaining a sheet flow from the proposed parking lot will help to facilitate that approach.

Section 98-1069 Item 12 requires a pedestrian way (sidewalk) of no less than five feet of clear and unimpeded area to be provided across the frontage of the property in all areas designated as Village in the New Kent County Comprehensive Plan. All pedestrian ways must adjoin one another or connect. The existing hotel building is bound along the north by Boulevard Road and on the west by Courthouse Road and the existing CSX tracks that traverse through Providence

Matthew H. Connolly, L.S., P.E.
President
mconnolly@landtechresources.com

William S. Felts, L.S., P.E.
Vice President, Engineering Coordinator
william@landtechresources.com

Forge. The hotel building was constructed in the early 1900's and contains a small river stone wall surrounding the property. The installation of a concrete sidewalk could not be implemented in a safe manner due to the location of the existing stone wall, adjacent streets and relatively unsafe intersection of Boulevard Road, Courthouse Road and the CSX rails. The building is located off the main thoroughfare of Route 60 and doesn't connect directly to other businesses in the area. There is not a density of residential housing located along Boulevard to support and benefit from the installation of a pedestrian way along this route. There are no other existing pedestrian ways in Providence Forge currently to connect any proposed facilities to.

The requested exceptions will have no adverse effect on neighboring properties and the installation of a gravel parking lot will better accent the existing gravel parking areas that are adjacent to the property. The waiver will allow for the continued re-development of the historic hotel building in a more economical means.

Thank you for your consideration of the requested exception to Section 98-1069 Item 10 & 12 of the New Kent County Zoning Ordinance. Should you require additional information from our office please do not hesitate to contact us.

Sincerely,

William S. Felts, L.S., P.E.

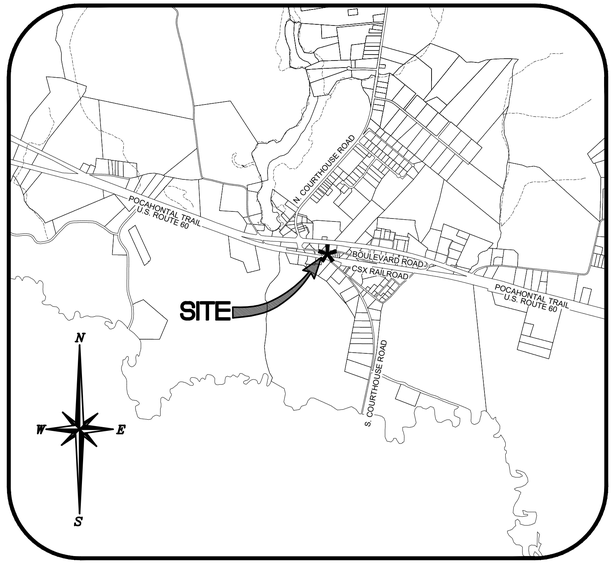
PLAN OF DEVELOPMENT
FOR
PROVIDENCE FORGE HOTEL
PROPOSED PARKING LOT

NEW KENT COUNTY PROVIDENCE FORGE MAGISTERIAL DISTRICT VIRGINIA

SP-000629-2025

GENERAL NOTES:

1. SITE IS CURRENTLY ZONED BUS.
2. NO AREAS WITH AN ELEVATION LESS THAN FOUR FEET ABOVE MEAN SEA LEVEL EXIST ON SITE.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING MISS UTILITY (1-800-552-7001) FOR EXISTING UTILITY LOCATIONS PRIOR TO COMMENCING CONSTRUCTION.
4. THE CONTRACTOR SHALL SATISFY THEMSELVES TO ALL EXISTING SITE CONDITIONS PRIOR TO CONSTRUCTION.
5. EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES.
6. ALL UTILITIES SHALL BE PLACED UNDERGROUND.
7. A LAND DISTURBING PERMIT AND SILTATION AGREEMENT, WITH SURETY, ARE REQUIRED FOR THIS PROJECT.
8. THE OFF-SITE LAND DISTURBANCE ASSOCIATED WITH THE DEVELOPMENT IS ASSOCIATED WITH THE PROPOSED ENTRANCE, WHEREBY ALL OF THE OFF-SITE DISTRUBED AREA WILL TAKE PLACE WITHIN THE VDOT RIGHT-OF-WAY OF BOULEVARD ROAD.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FOR THIS PROJECT.
10. THE PROFESSIONAL WHOSE SEAL IS AFFIXED HEREON SHALL ACT AS THE "RESPONSIBLE LAND DISTURBER" FOR PURPOSES OF PLAN APPROVAL ONLY. PRIOR TO ISSUANCE OF THE LAND DISTURBING PERMIT, THE OWNER OR DEVELOPER SHALL PROVIDE THE NAME OF A "RESPONSIBLE LAND DISTURBER" WHO SHALL ASSUME RESPONSIBILITY AS THE "RESPONSIBLE LAND DISTURBER" FOR THE CONSTRUCTION PHASE OF THE PROJECT. THE OWNER OR DEVELOPER SHALL PROVIDE WRITTEN NOTIFICATION SHOULD THE "RESPONSIBLE LAND DISTURBER" CHANGE DURING CONSTRUCTION.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF CONSTRUCTION EFFORTS WITH VIRGINIA NATURAL GAS, VIRGINIA POWER, LOCAL EMERGENCY SERVICES, VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT) AND OTHERS THAT MAY BE REQUIRED.
12. AS THE PROJECT IS LOCATED ALONG A VDOT MAINTAINED RIGHT-OF-WAY A VDOT LAND USE PERMIT WILL BE REQUIRED FOR THIS PROJECT. ANY UTILITIES TO BE RELOCATED SHALL BE RELOCATED AT THE OWNER/DEVELOPER'S EXPENSE, INCLUDING UTILITIES WITHIN THE RIGHT-OF-WAY. PLEASE CHECK WITH THE RICHMOND DISTRICT OFFICE OF THE VIRGINIA DEPARTMENT OF TRANSPORTATION AT (804) 524-6000 FOR FURTHER INFORMATION.
13. ALL CONSTRUCTION METHODS AND MATERIALS SHALL CONFORM WITH THE CURRENT NEW KENT COUNTY STANDARDS AND SPECIFICATIONS, VIRGINIA DEPARTMENT OF TRANSPORTATION ROAD AND BRIDGE STANDARDS AND SPECIFICATIONS, VIRGINIA EROSION AND SEDIMENT CONTROL REGULATIONS, AND ANY OTHER APPLICABLE COUNTY OR STATE ORDINANCES, CODES, AND LAWS PRIOR TO ANY CONSTRUCTION ACTIVITY.
14. PRIOR TO OBTAINING A LAND DISTURBING PERMIT, THE OWNER OR CONTRACTOR SHALL OBTAIN A VSMP PERMIT (VIRGINIA STORMWATER MANAGEMENT PROGRAM) FROM THE VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) FOR THE DISCHARGE OF STORMWATER FROM CONSTRUCTION ACTIVITIES. THIS PERMIT WILL REQUIRE DAILY LOGS OF EARTHWORK, RECORDATION OF STORM EVENTS, LOGS OF MAINTENANCE OF EROSION AND SEDIMENT CONTROL MEASURES, AND OTHER ACTIONS DURING CONSTRUCTION.
15. NEITHER VDOT NOR NEW KENT COUNTY ASSUME RESPONSIBILITY FOR MAINTENANCE OF THE DETENTION/ RETENTION PONDS OR THEIR STRUCTURES, AND SHALL BE SAVED HARMLESS FROM ANY DAMAGE.
16. THE OWNER AND/OR CONTRACTOR RESERVES THE RIGHT AND PRIVILEGE TO ENHANCE, AUGMENT, REPAIR, REPLACE OR DUPLICATE THE EROSION AND SEDIMENT CONTROL MEASURES AS OUTLINED ON THESE PLANS OR AS SPECIFIED IN THE LATEST EDITIONS OF THE VIRGINIA EROSION AND SEDIMENT CONTROL HANDBOOK, AND TO REINFORCE THOSE MEASURES AS SPECIFIED ON THESE PLANS, DUE TO UNSEASONABLE WEATHER CONDITIONS OR DUE TO CHANGE IN FIELD CONDITIONS AS WARRANTED BY THE OWNER/CONTRACTOR.
17. STORM SEWER PIPE SHALL BE CLASS III RCP (ASTM C76, ASTM C1433/AASHTO M 170-09/AASHTO HI-93) OR SMOOTH WALL INTERIOR HDPE PIPE (N-12) (AASHTO M252) UNLESS OTHERWISE DESIGNATED.
18. STORM STRUCTURES SHALL CONFORM TO THE CURRENT VDOT ROAD AND BRIDGE STANDARDS AND VDOT SPECIFICATIONS. ALL MANHOLES SHALL INCLUDE INLET SHAPING (IS-1) AND MANHOLES DEEPER THAN 4 FEET SHALL HAVE STEPS (ST-1). PIPE BEDDING SHALL BE IN ACCORDANCE WITH VDOT PB-1 AND MANUF. SPECS/GUIDELINES.
19. ALL EXISTING UNUSED WELLS SHALL BE ABANDONED IN ACCORDANCE WITH STATE PRIVATE WELL REGULATIONS AND NEW KENT COUNTY CODE.
20. ANY EXISTING ON-SITE ABOVE GROUND UTILITIES REQUIRING RELOCATION FOR ANY REASON SHALL BE REMOVED AND PLACED UNDERGROUND. IN THE EVENT THE PROJECT IMPACTS EXISTING OFF-SITE ABOVE GROUND UTILITIES AND NECESSITATES THEIR RELOCATION ONTO THE DEVELOPMENT SITE, SUCH UTILITIES SHALL BE PLACED UNDERGROUND. THE DEVELOPER/CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS INCURRED FOR REMOVAL AND PLACEMENT OF ALL UTILITIES.
21. THE OWNER CAN SUBSTITUTE SIMILAR SIZE AND TYPES OF TREES AND SHRUBS BASED AVAILABILITY AT THE TIME OF PLANTING.
22. PRIVATELY OWNED UTILITIES (WATER, FIRE MAINS, SEWER LINES, ETC.) SHOWN ON THIS PLAN ARE REGULATED BY THE VIRGINIA UNIFORM STATEWIDE BUILDING CODE AND ENFORCED BY THE CODE COMPLIANCE DIVISION. THESE PRIVATELY OWNED UTILITIES MUST COMPLY FULLY WITH THE INTERNATIONAL PLUMBING CODE, THE NATIONAL FIRE PREVENTION ASSOCIATED STANDARD 24, AND THE INTERNATIONAL FIRE CODE. CONTRACTORS WORKING FROM THIS SITE PLAN ARE CAUTIONED NOT TO INSTALL OR CONCEAL PRIVATELY OWNED SITE UTILITIES WITHOUT OBTAINING REQUIRED PERMITS AND INSPECTIONS.
23. SINCE THE DISTURBED AREA EXCEEDS 2,500 S.F. IT IS THE OWNERS RESPONSIBILITY TO REGISTER FOR COVERAGE UNDER THE STATE GENERAL VPDES PERMIT FOR DISCHARGE OF STORMWATER FROM CONSTRUCTION ACTIVITIES (VAR10) THROUGH THE LOCAL VSMP AUTHORITY, IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STATE WATER CONTROL BOARD AND THE VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY. VISIT THE NEW KENT COUNTY ENVIRONMENTAL DEPARTMENT WEBSITE AND THE VIRGINIA DEQ WEBSITE FOR ADDITIONAL INFORMATION AND FORMS.
24. ALL OBJECTIONABLE AND DELETERIOUS MATERIALS ARE TO BE REMOVED FROM THE SITE AND DISPOSED OF IN A STATE APPROVED FACILITY MEETING THE REQUIREMENTS OF ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS.
25. ANY AMENDMENT AND/OR DEVIATION HENCEFORTH FROM THE APPROVED FINAL SITE PLAN KNOWN AS "PROVIDENCE FORGE HOTEL PARKING LOT ADDITION SP-000629-2025" SHALL BE SUBMITTED TO THE PLANNING DEPARTMENT FOR SUBSEQUENT REVIEW AND APPROVAL.
26. ALL LANDSCAPING SHALL BE FULLY PLANTED AS SHOWN ON THIS PLAN PRIOR TO THE ISSUANCE OF THE FINAL CERTIFICATE OF OCCUPANCY.
27. A SIGN PERMIT SHALL BE REQUIRED FROM THE PLANNING AND BUILDING DEPARTMENTS PRIOR TO ANY ERECTING OF SIGNAGE ON THE PROPERTY.
28. SOLID WASTE SHALL BE DISPOSED OF BY A PRIVATE REFUSE COMPANY.
29. HORIZONTAL DATUM – NAD83 VIRGINIA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE
VERTICAL DATUM – NAVD88 VIRGINIA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE



VICINITY MAP SCALE: 1"=2000'

SUBMITTAL DATE: MARCH 27, 2025

SHEET INDEX:

SHEET NUMBER:	SHEET TITLE:
C1.0	COVER SHEET
C2.0	EXISTING CONDITIONS & ENVIRONMENTAL INVENTORY
C3.0	PHASE 1 EROSION AND SEDIMENT CONTROL PLAN
C4.0	SITE AND GRADING PLAN
C5.0	VDOT GENERAL NOTES AND DETAILS
DA1.0	DRAINAGE AREA MAPS
LA1.0	LANDSCAPE AND LIGHTING PLAN
LA1.1	LANDSCAPE AND LIGHTING NOTES AND DETAILS

STATISTICAL INFORMATION:

ZONING:	BUS (BUSINESS)
PROPOSED SITE USE:	OFFICE
TAX MAP PARCEL ID:	41A1-1-1; 41A1-1-2; & 41A1-1-3
GPIN NUMBER:	E16-0026-4149; E16-0235-4127; & E16-0284-4122
SITE ADDRESS:	9101 BOULEVARD ROAD NEW KENT, VA 23140
UTILITIES:	
WATER	PRIVATE WELL
SEWER	PRIVATE SEPTIC
EXISTING BUILDING AREA:	2,247 S.F.± (3,600 S.F.± OVERALL)
BUILDING SETBACKS:	
FRONT YARD:	20'
SIDE YARD:	20'
REAR YARD:	20'
PARKING REQUIRED:	11 SPACES (1 SPACE PER 350 S.F.)
PARKING PROVIDED:	11 SPACES (1 HANDICAP / VAN ACCESSIBLE)
TOTAL SITE AREA:	
TAX MAP #41A1-1-1:	26,790 S.F.±, 0.615 AC.±
TAX MAP #41A1-1-2:	6,657 S.F.±, 0.153 AC.±
TAX MAP #41A1-1-3:	6,851 S.F.±, 0.157 AC.±
COMBINED TOTAL:	40,298 S.F.±, 0.925 AC.±
EXISTING IMPERVIOUS AREA:	3,162 S.F.±, 0.072 AC.± (7.9%)
EXISTING OPEN (GREEN) SPACE:	37,136 S.F.±, 0.853 AC.± (92.1%)
TOTAL EXISTING SITE AREA:	40,298 S.F.±, 0.925 AC.±
PROPOSED IMPERVIOUS AREA:	9,760 S.F.±, 0.224 AC± (24.2%)
PROPOSED OPEN SPACE:	30,538 S.F.±, 0.701 AC.± (75.8%)
TOTAL PROPOSED SITE AREA:	40,298 S.F.±, 0.925 AC.±
TOTAL DISTURBED AREA:	30,795 S.F.±, 0.707 AC.±
FLOOD HAZARD MAP:	THIS PROPERTY IS IN FLOOD ZONE X AS SHOWN ON MAP NUMBER 51127C0185D, PANEL 0185, FOR COMMUNITY NUMBER 510306, DATED 10/21/2021 OF THE FLOOD INSURANCE RATE MAPS FOR NEW KENT COUNTY, VIRGINIA. ZONE X IS DEFINED AS AREAS BEING OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN.
HYDROLOGICAL INFORMATION:	
SUBWATERSHED:	CHICKAHOMINY RIVER-RUMLEY MARSH (JL23)
SUBBASIN:	MIDDLE CHICKAHOMINY RIVER (JL-E)
WATERSHED:	LOWER JAMES
HYDROLOGICAL UNIT CODE (HUC):	JL23

THE PURPOSE OF THIS PLAN OF DEVELOPMENT IS TO CONVERT THE EXISTING HISTORIC PROVIDENCE FORGE HOTEL INTO OFFICE SPACE AND CONSTRUCT A NEW ENTRANCE AND PARKING LOT TO SERVE THE CONVERTED OFFICE SPACE.

RESPONSIBLE LAND DISTURBER DESIGNATION

THE PERSON IDENTIFIED BELOW IS DESIGNATED AS THE RESPONSIBLE LAND DISTURBER WHO WILL BE ON CHARGE OF AND RESPONSIBLE FOR CARRYING OUT THE LAND DISTURBING ACTIVITY ASSOCIATED WITH THIS PROJECT. THIS PERSON MEETS THE APPLICABLE REQUIREMENTS OF VIRGINIA CODE SECTION 10.1-563 AND 10.1-566 BY VIRTUE OF THE FOLLOWING:

___ RESPONSIBLE LAND DISTURBER CERTIFICATE

___ DCR CERTIFICATION FOR COMBINED ADMINISTRATOR, ADMINISTRATOR, PLAN REVIEWER, INSPECTOR, OR CONTRACTOR

_X_ VIRGINIA PROFESSIONAL ENGINEER, LAND SURVEYOR, LANDSCAPE ARCHITECT, OR ARCHITECT

RESPONSIBLE LAND DISTURBER CONTACT INFORMATION:

NAME (SIGNATURE):_____ DATE: 3/27/2025
NAME (PRINT): WILLIAMS S. FELTS, L.S., P.E.
CERTIFICATION/REGISTRATION NUMBER: 57903
COMPANY: LANDTECH RESOURCES, INC.
MAILING ADDRESS: 205-E BULIFANTS BOULEVARD, WILLIAMSBURG, VA 23188
TELEPHONE: (757) 565-1677

OWNER:

CONTACT: WILLIAM BENNETT
9101 BOULEVARD ROAD
PROVIDENCE FORGE, VA 23140
(757) 880-0906
seaplane@cox.com

ENGINEER:

LANDTECH RESOURCES, INC.

CONTACT: WILLIAM FELTS, P.E., L.S.
205-E BULIFANTS BOULEVARD
WILLIAMSBURG, VA 23188
(757) 565-1677
william@landtechresources.com

Dig With C.A.R.E.
Keep Virginia Safe!
Call Miss Utility at 811 before you dig.
Allow required time for marking.
Respect the marks.
Excavate carefully.
Whether your project is big or small, one free and easy call gets the underground utility lines marked and helps avoid costly damages, fines and even personal injury. So, please call 811 and dig with C.A.R.E.

CONTRACTOR SHALL NOTIFY MISS UTILITY @ 811 OR (800) 552-7001 PRIOR TO STARTING CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR LOCATING AND DETERMINING SIZES OF ALL UTILITIES PRIOR TO CONSTRUCTION. IF CONDITIONS DIFFER FROM THOSE SHOWN ON THE PLANS, SONTACT THE ENGINEER BEFORE PROCEEDING

NO.	DATE	REVISION / COMMENT / NOTE
1	6/12/25	REVISED PER NEW KENT COUNTY COMMENTS

COMMONWEALTH OF VIRGINIA
WILLIAM S. FELTS
Lic. No. 57903
6/13/25
PROFESSIONAL ENGINEER

LRI LANDTECH RESOURCES, INC.
ENGINEERING · SURVEYING · GPS
205-E Bulifants Boulevard — Williamsburg, VA 23188
Ph: (757) 565-1677 — Fax: (757) 565-0282
web: landtechresources.com

PLAN OF DEVELOPMENT
PROVIDENCE FORGE HOTEL
PROPOSED PARKING LOT
9101 BOULEVARD ROAD
NEW KENT COUNTY PROVIDENCE FORGE MAGISTERIAL DISTRICT VIRGINIA

Scale: As Noted
Date: March 27, 2025
Job Number: 25-005
Designed By: GSW
Sheet Title:
COVER SHEET
Sheet Number:
C1.0

NOTE: THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "X" AS SHOWN ON MAP NUMBER 51127C0185D, PANEL 0075, FOR COMMUNITY NUMBER 510306, DATED 10/21/21 OF THE FLOOD INSURANCE RATE MAPS FOR NEW KENT COUNTY COUNTY, VIRGINIA. ZONE "X" IS DEFINED AS AREAS TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN.

SOILS LEGEND

SOILS BOUNDARY

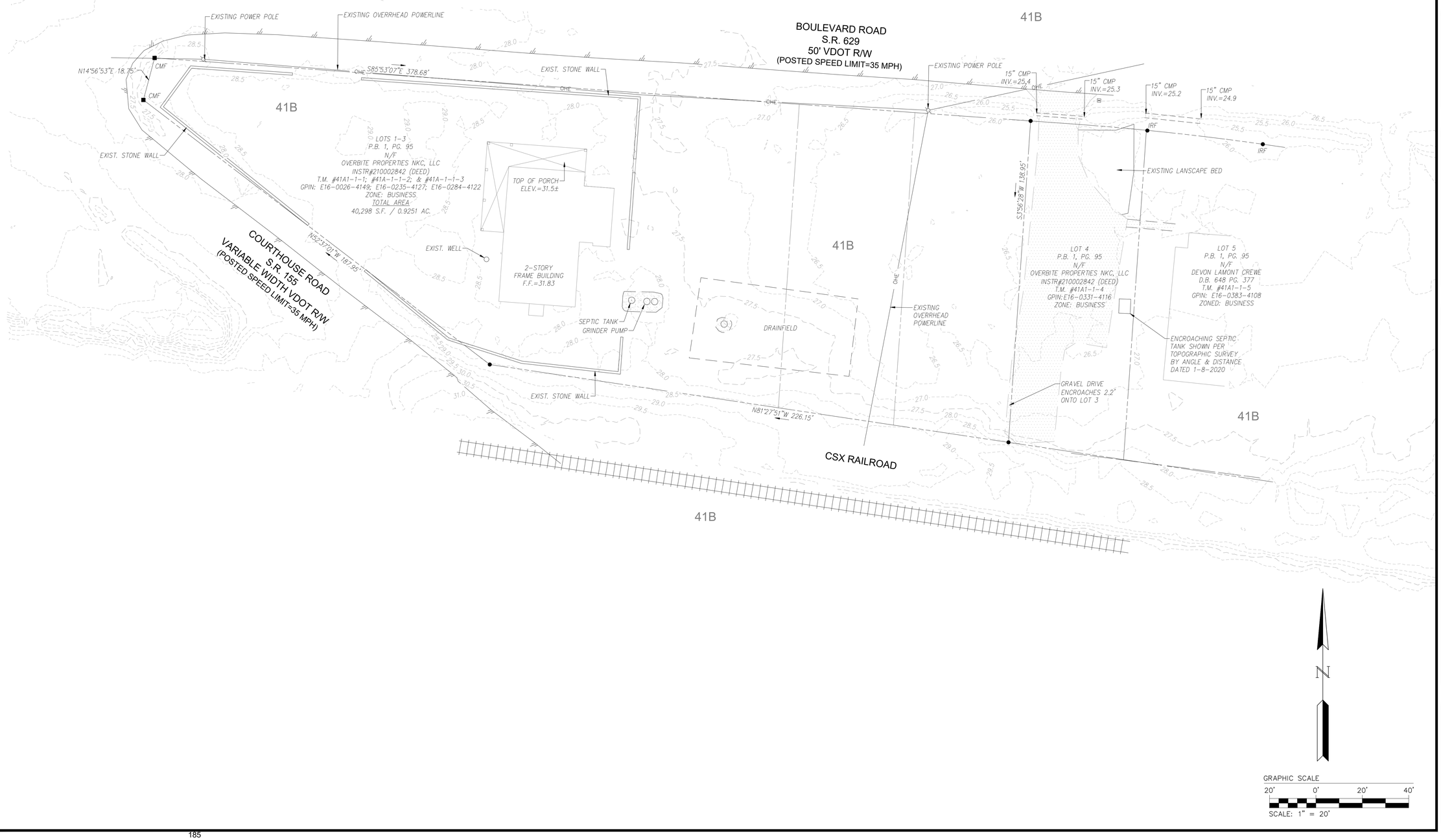
41B SOILS TYPE

SOIL No.	SOIL NAME	HYDROLOGIC SOIL GROUP	TYPICAL SLOPES	EROSION FACTOR (K)	EROSION FACTOR (T)
41B	UDORTHENTS	D	0–6%		

INFORMATION TAKEN FROM "SOIL SURVEY OF NEW KENT COUNTY, VIRGINIA" ISSUED IN JULY 1989. BY THE UNITED STATES DEPARTMENT OFAGRICULTURE SOIL CONSERVATION SERVICE IN COOPERATION WITH VIRGINIA POLYTECHNIC INSTITUTE
SOIL SUSCEPTIBILITY TO EROSION CLASSIFICATION (K)
0.23 AND LOWER – LOW ERODIBILITY
0.23 TO 0.36 – MODERATE ERODIBILITY
0.36 AND UP – HIGH ERODIBILITY
THE MAP SHOWN IS A "BEST FIT MODEL" OF THE SCS MAPS WITH EXISTING BASE INFORMATION.

ENVIRONMENTAL INVENTORY IMPACTS

TIDAL WETLANDS:	NONE ON SITE
TIDAL SHORES:	NONE ON SITE
NON-TIDAL WETLANDS:	NONE ON SITE
100 FT RPA BUFFER:	NONE ON SITE
NON TIDAL WETLANDS IN RMA:	NONE ON SITE
HYDRIC SOILS:	NONE ON SITE
25% SLOPES OR GREATER	NONE ON SITE



NO.	DATE	REVISION / COMMENT / NOTE
1	8/12/25	REVISED PER NEW KENT COUNTY COMMENTS

WILLIAM S. FELTS
Lic. No. 57903
6/13/25
COMMONWEALTH OF VIRGINIA
PROFESSIONAL ENGINEER

LRI LANDTECH RESOURCES, INC.
ENGINEERING · SURVEYING · GPS
205-E Bulifants Boulevard · Williamsburg, VA 23188
Ph: (757) 565-0366 · Fax: (757) 565-0382
web: landtechresources.com

PLAN OF DEVELOPMENT
PROVIDENCE FORGE HOTEL
PROPOSED PARKING LOT
9101 BOULEVARD ROAD

NEW KENT COUNTY PROVIDENCE FORGE MAGISTERIAL DISTRICT VIRGINIA

Scale: 1" = 20'
Date: March 27, 2025
Job Number: 25-005
Designed By: GSW
Sheet Title:
EXISTING CONDITIONS AND ENVIRONMENTAL INVENTORY
Sheet Number:
C2.0

EROSION AND SEDIMENT CONTROL NARRATIVE

EXISTING SITE CONDITIONS

THIS PROJECT IS LOCATED AT 9101 BOULEVARD ROAD IN NEW KENT COUNTY, VIRGINIA, AND IS IDENTIFIED AS TAX MAP #41A1-1-1, #41A1-1-2, AND #41A1-1-3 AND GPIN #E16-0026-4147, E16-0235-4127 & #E16-0284-4122, RESPECTIVELY. THE THREE PROPERTIES COMBINED SITES TOTAL 40,298 S.F./0.925 ACRES AND IS ZONED BUS (GENERAL BUSINESS). THIS PARCEL IS MAINLY CLEARED WITH AN EXISTING HISTORIC BUILDING ON THE PROPERTY THAT WAS ORIGINALLY THE PROVIDENCE FORGE HOTEL IN THE EARLY 20TH CENTURY. THE SITE IS SERVED BY AN EXISTING WELL AND SEPTIC SYSTEM. THE SITE IS LOCATED IN FEMA FLOOD ZONE 'X', ACCORDING TO FIRM NUMBERS 51127C0090C, DATED OCTOBER 21, 2021.

ADJACENT PROPERTIES

THIS PARCEL IS BOUND TO THE NORTH BY BOULEVARD ROAD; TO THE EAST BY A PARCEL OWNED BY OVERBITE PROPERTIES NKC, LLC (E16-0331-4116) ZONED BUS; TO THE SOUTH BY TUNSTALL ROAD; TO THE SOUTHWEST BY THE EXISTING CSX RAILROAD, AND TO THE WEST BY COURTHOUSE ROAD.

OFF SITE

THE OFF-SITE AREA ASSOCIATED WITH THIS PLAN OF DEVELOPMENT WILL BE WITHIN THE EXISTING VDOT R/W FOR THE CONSTRUCTION OF THE NEW ENTRANCE INTO THE SITE.

PROPOSED DEVELOPMENT

THIS DEVELOPMENT ENCOMPASSES THREE PARCELS THAT WILL BE COMBINED INTO ONE PARCEL. THIS DEVELOPMENT PROPOSES THE REHABILITATION OF THE EXISTING PROVIDENCE FORGE HOTEL THAT WILL BE REPURPOSED INTO A GENERAL OFFICE BUILDING AND WILL CONSIST OF 3,600 S.F. TOTAL. THIS PLAN OF DEVELOPMENT PROPOSES A NEW GRAVEL 11 PARKING SPACE PARKING LOT AND CONCRETE SIDEWALK. THE PROPOSED BUILDING REHABILITATION PLANS ARE BEING PREPARED BY HOPKE-HARRISON, INC.

SOILS

41B - UDOTHENTS
(SEE SHEET C3.0 FOR SOILS CHART).

CRITICAL EROSION AREAS

THERE APPEARS TO BE NO HIGHLY ERODIBLE SOILS WITHIN THE AREA OF LAND DISTURBANCE.

EROSION AND SEDIMENT CONTROL MEASURES

UNLESS OTHERWISE INDICATED, ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH THE VIRGINIA EROSION AND SEDIMENT CONTROL HANDBOOK (VESCH). THE MINIMUM STANDARDS OF THE VESCH SHALL BE ADHERED TO UNLESS OTHERWISE WAIVED OR APPROVED BY THE COUNTY EROSION AND SEDIMENT CONTROL INSPECTOR. THESE MEASURES SHALL INCLUDE SILT FENCE, TREE PROTECTION, TEMPORARY SEEDING, AND PERMANENT SEEDING.

MANAGEMENT STRATEGIES

1. CONSTRUCTION SHALL BE SEQUENCED SUCH THAT GRADING OPERATIONS CAN BEGIN AND END AS QUICKLY AS POSSIBLE.
2. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED PRIOR TO COMMENCING LAND DISTURBING ACTIVITIES.
3. TEMPORARY SEEDING OR OTHER STABILIZATION SHALL FOLLOW IMMEDIATELY AFTER GRADING. STABILIZATION IS REQUIRED WITHIN 7 DAYS OF GRADING ACTIVITIES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION, INSPECTION, AND MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL MEASURES.
5. THE CONTRACTOR SHALL CLEAN ALL EXISTING PAVEMENT/GRASS AREAS OF SEDIMENT AND DEBRIS AS NECESSARY AS A RESULT OF CONSTRUCTION ACTIVITIES.

PERMANENT STABILIZATION

FOLLOWING FINISH GRADING, TOPSOILING SEEDING SHALL BE IN ACCORDANCE WITH THE VESCH. ALL DISTURBED AREAS SHALL BE STABILIZED WITH PERMANENT SEEDING IMMEDIATELY USING BERMUDA GRASS FOR ALL OF THE AMENDED SOILS AREAS PROPOSED AS STORMWATER MANAGEMENT PRACTICES.

MAINTENANCE

ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CHECKED ROUTINELY AND AFTER EACH SIGNIFICANT RAINFALL EVENT (GENERATING 1/4" RAINFALL OR GREATER) TO INSURE THAT THEY ARE OPERATING EFFECTIVELY. ALL MEASURES SHALL BE MAINTAINED IN ACCORDANCE WITH THE VESCH.

SEQUENCE OF CONSTRUCTION

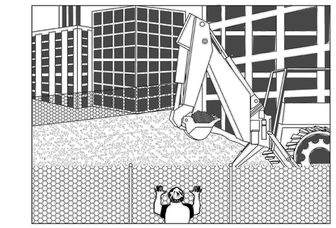
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FOR THIS PROJECT.
2. CONTACT THE NEW KENT COUNTY ENVIRONMENTAL DEPARTMENT AT (804) 966-8580 ONE WEEK PRIOR TO STARTING LAND DISTURBANCE TO SCHEDULE A PRE-CONSTRUCTION MEETING.
3. INSTALL CONSTRUCTION ENTRANCE.
4. INSTALL PERIMETER SILT FENCE. NEW KENT COUNTY E&S INSPECTOR SHALL APPROVE BEFORE CONTRACTOR CONTINUES WITH E&S MEASURES.
5. BEGIN ROUGH GRADING FOR THE PARKING LOT.
6. THE CONTRACTOR SHALL ENSURE THAT THE EXISTING SEPTIC TANK AND DRAINFIELD ARE FREE FROM LAND DISTURBANCE AND HEAVY EQUIPMENT DURING CONSTRUCTION. INSTALL SILT FENCE OR ORANGE BEACON SAFETY FENCE AROUND THESE AREAS TO DETER CONSTRUCTION EQUIPMENT FROM ACCESSING THESE AREAS.
7. BEGIN THE INSTALLATION OF THE COMPOST AMENDMENTS.
8. TEMPORARY SOIL STABILIZATION SHALL BE REQUIRED FOR ALL DENUDED AREAS THAT WILL NOT BE BROUGHT TO FINAL GRADE FOR A PERIOD OF MORE THAN 7 DAYS.

GENERAL NOTES:

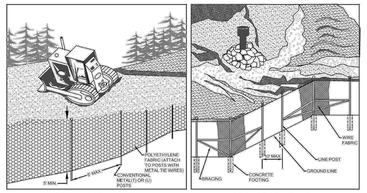
DUST CONTROL MEASURES IN ACCORDANCE WITH THE VESCH SHALL BE IMPLEMENTED AS NECESSARY.

ALL OBJECTIONABLE AND DELETERIOUS MATERIALS ARE TO BE REMOVED FROM THE SITE AND DISPOSED OF IN A STATE APPROVED FACILITY MEETING THE REQUIREMENTS OF ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS.

ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED DURING CONSTRUCTION PROGRESS AS DIRECTED BY THE ENGINEER, OWNER, OR NEW KENT COUNTY INSPECTOR TO MINIMIZE POTENTIAL FOR SEDIMENT TO LEAVE THE SITE.



PERSPECTIVE VIEW



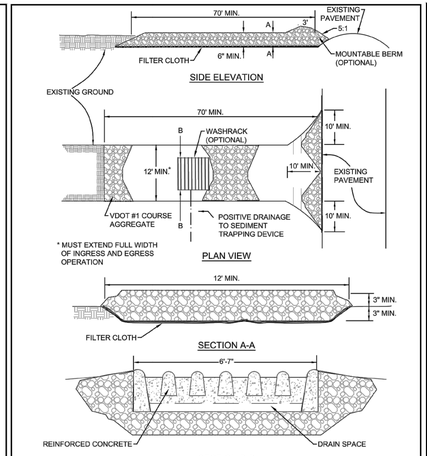
PERSPECTIVE VIEW
PLASTIC FENCE

PERSPECTIVE VIEW
METAL FENCE

DEQ VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY — v1.1

SAFETY FENCE

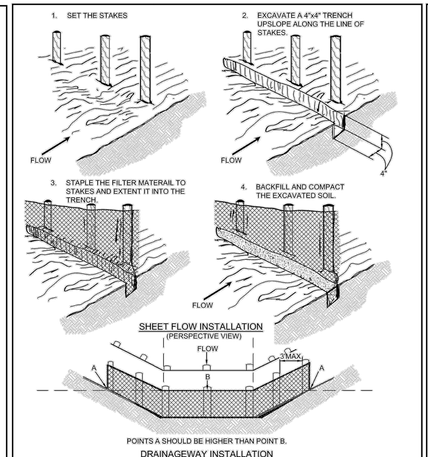
SOURCE: VDOT STDS., VA DSWC, CONWED PLASTICS — C-PCM-01-1



DEQ VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY — v1.1

STONE CONSTRUCTION ENTRANCE

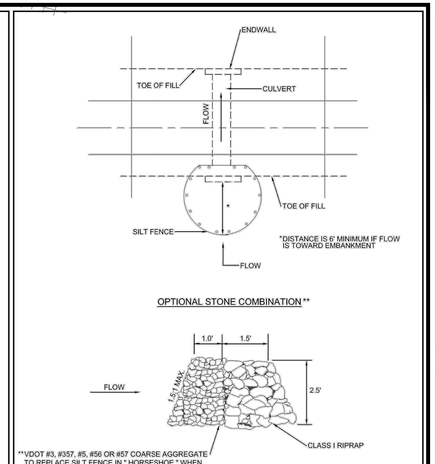
SOURCE: VA. DSWC, MD ESC STDS — C-SCM-03-1



DEQ VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY

CONSTRUCTION OF SILT FENCE WITHOUT WIRE SUPPORT

v1.1 SOURCE: ADAPTED FROM STRAW & FAB. BARRIERS, SHERWOOD & WYANT — C-PCM-04-2B



DEQ VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY — v1.1

SILT FENCE CULVERT INLET PROTECTION

SOURCE: VA. DSWC, VDOT — C-SCM-05-1

E & S LEGEND

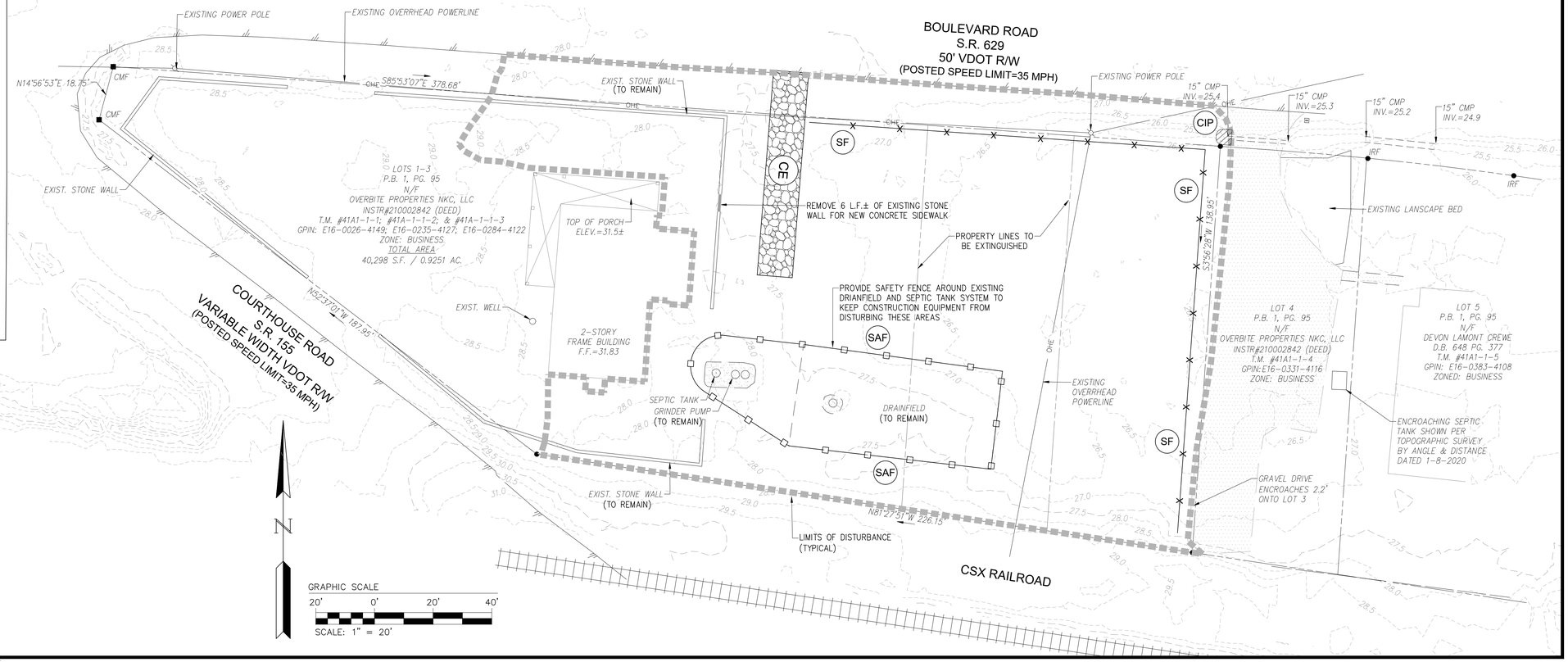
PRACTICE	SYMBOL	KEY	SPEC.
CONSTRUCTION ENTRANCE	CE	CE	C-SCM-03
CULVERT INLET PROTECTION		CIP	C-SCM-05
TEMPORARY SEEDING		TS	C-SSM-09
PERMANENT SEEDING		PS	C-SSM-10
MULCHING		MU	C-SSM-11
SAFETY FENCE		SAF	C-PCM-01
SILT FENCE (WITHOUT WIRE SUPPORT)		SF	C-PCM-04

NOTES

THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS AND REQUIREMENTS OF THE OVERHEAD HIGH VOLTAGE LINES SAFETY ACT (SECTION 59.1-406. ET. SEQ. OF THE CODE OF VIRGINIA) IN PERFORMING WORK ON THIS PROJECT. AS A MINIMUM, THE CONTRACTOR SHALL:

- CONTACT THE ELECTRIC UTILITY 48 HOURS PRIOR TO COMMENCING WORK IF THE CONTRACTOR'S TOOLS OR MATERIALS WILL INTRUDE TO WITHIN SIX (6) FEET OF AN OVERHEAD POWER LINE.
- CONTACT THE ELECTRIC UTILITY 48 HOURS PRIOR TO COMMENCING WORK IF COVERED EQUIPMENT SUCH AS CRANES OR DERRICKS WILL BE OPERATED WITHIN TEN (10) FEET OF AN OVERHEAD POWER LINE.
- POST AND MAINTAIN WARNING SIGNS WITHIN AND ON THE OUTSIDE OF EQUIPMENT OPERATING NEAR AN OVERHEAD HIGH VOLTAGE LINE.

THE RESPONSIBLE PARTY COORDINATING AND ADVISING THE POWER COMPANY WILL BE THE CONTRACTOR. THE CONTRACTOR'S COST FOR UNDERTAKING ANY OF THE ABOVE LISTED MEASURES AS WELL AS ANY ADDITIONAL MEASURES REQUIRED BY THE POWER COMPANY AND ASSOCIATED COSTS INVOICED BBY THE POWER COMPANY SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.



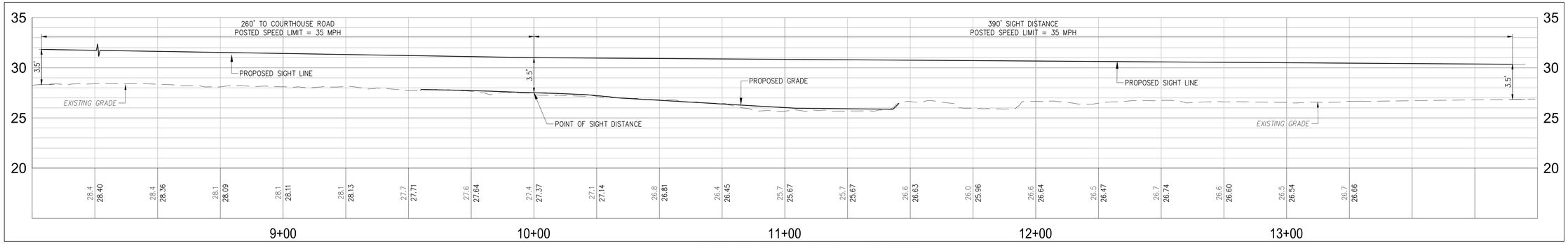
NO.	DATE	REVISION / COMMENT / NOTE
1	6/12/25	REVISED PER NEW KENT COUNTY COMMENTS

COMMONWEALTH OF VIRGINIA — WILLIAM S. FELTS — Lic. No. 57903 — 6/13/25 — PROFESSIONAL ENGINEER

LRI LANDTECH RESOURCES, INC.
ENGINEERING · SURVEYING · GPS
205-E Bulifants Boulevard · Williamsburg, VA 23188
Ph: (757) 565-0366 · Fax: (757) 565-0382
web: landtechresources.com

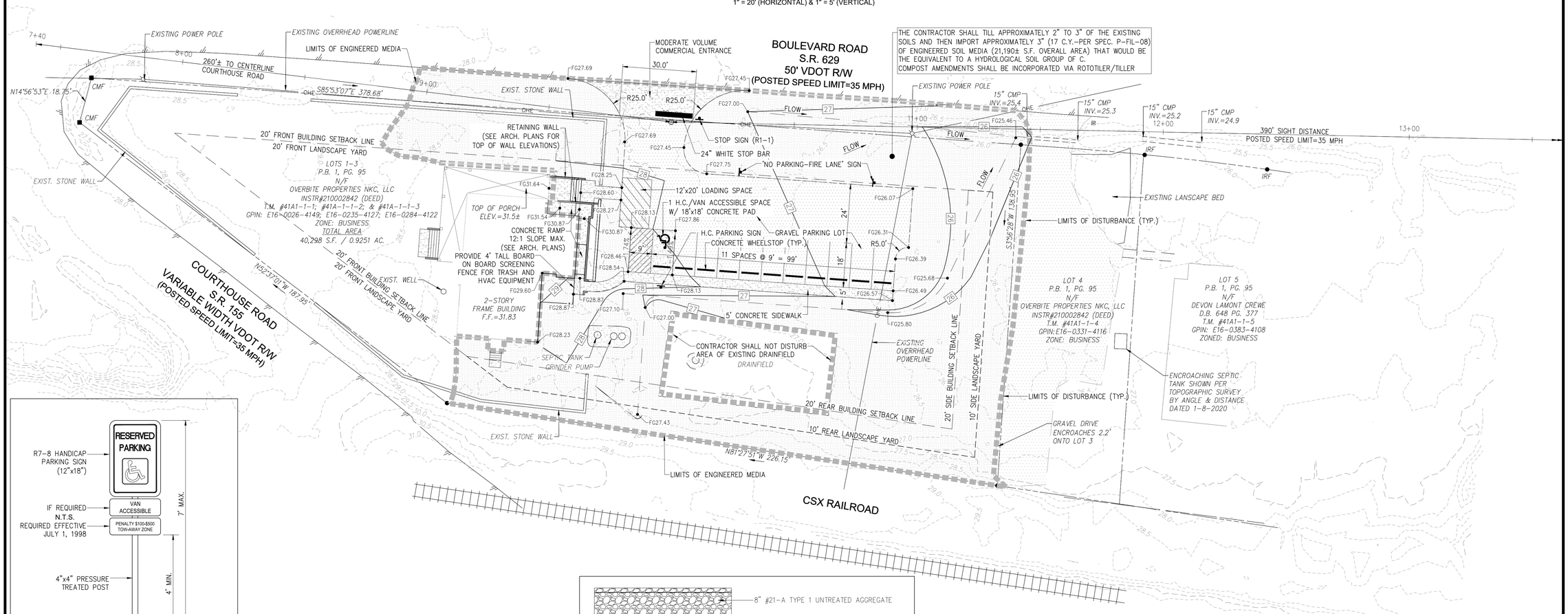
PLAN OF DEVELOPMENT
PROVIDENCE FORGE HOTEL
PROPOSED PARKING LOT
9101 BOULEVARD ROAD
NEW KENT COUNTY — PROVIDENCE FORGE MAGISTERIAL DISTRICT — VIRGINIA

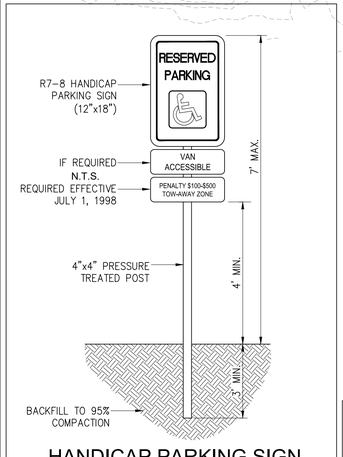
Scale: 1" = 20'
Date: March 27, 2025
Job Number: 25-005
Designed By: GSW
Sheet Title:
PHASE 1 EROSION AND SEDIMENT CONTROL PLAN
Sheet Number:
C3.0



ENTRANCE SIGHT DISTANCE PROFILE VIEW

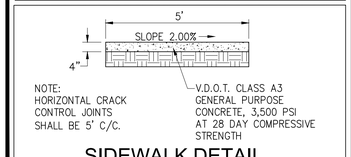
1" = 20' (HORIZONTAL) & 1" = 5' (VERTICAL)





HANDICAP PARKING SIGN

NTS

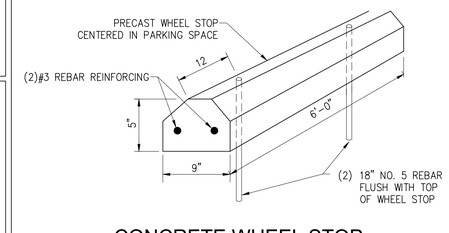


NOTE: HORIZONTAL CRACK CONTROL JOINTS SHALL BE 5' C/C.

V.D.O.T. CLASS A3 GENERAL PURPOSE CONCRETE, 3,500 PSI AT 28 DAY COMPRESSIVE STRENGTH

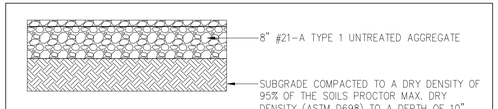
SIDEWALK DETAIL

N.T.S.



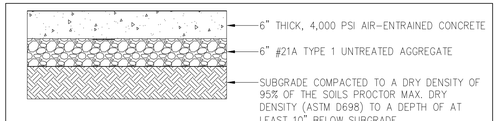
CONCRETE WHEEL STOP

NTS



GRAVEL SECTION

N.T.S.



NOTE: CONSTRUCTION JOINTS SHALL BE AT 12' (MIN.) AND REINFORCED WITH DOWELS TO TRANSFER LOADS ACROSS THE JOINTS.

CONCRETE SECTION

N.T.S.

LEGEND

CONCRETE

GRAVEL

ENGINEERED SOIL MEDIA FOR VEGETATED FILTER STRIP (21,190 S.F.±)

N

GRAPHIC SCALE

20' 0' 20' 40'

NO.	DATE	REVISION / COMMENT / NOTE
1	8/12/25	REVISED PER NEW KENT COUNTY COMMENTS

COMMONWEALTH OF VIRGINIA PROFESSIONAL ENGINEER
WILLIAM S. FELTS
Lic. No. 57903
6/13/25

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web: landtechresources.com

PLAN OF DEVELOPMENT
PROVIDENCE FORGE HOTEL
PROPOSED PARKING LOT
9101 BOULEVARD ROAD
NEW KENT COUNTY · PROVIDENCE FORGE MAGISTERIAL DISTRICT · VIRGINIA

Scale: 1" = 20'
Date: March 27, 2025
Job Number: 25-005
Designed By: GSW
Sheet Title:
SITE LAYOUT AND GRADING PLAN
Sheet Number:
C4.0

VIRGINIA DEPARTMENT OF TRANSPORTATION
SUBDIVISION AND SITE CONSTRUCTION PLAN GENERAL NOTES
RICHMOND DISTRICT
AUGUST 2021

1. ALL MATERIALS AND CONSTRUCTION WITHIN THE PUBLIC RIGHT OF WAY SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE VIRGINIA DEPARTMENT OF TRANSPORTATION'S ROAD AND BRIDGE SPECIFICATIONS, ROAD AND BRIDGE STANDARDS AND VIRGINIA WORK AREA PROTECTION MANUAL.

2. LAND USE PERMITS (LUP) SHALL BE OBTAINED FROM THE VIRGINIA DEPARTMENT OF TRANSPORTATION PRIOR TO BEGINNING ANY CONSTRUCTION WITHIN THE EXISTING STATE MAINTAINED RIGHT-OF-WAY (INCLUDING ACCESS).

3. VDOT REQUIRES NOTIFICATION 48 HOURS PRIOR TO COMMENCING WITH INITIAL CONSTRUCTION ACTIVITIES. PLEASE CONTACT THE APPROPRIATE PERMIT OFFICE IN WHICH YOUR PROPOSED ACTIVITIES ARE TO OCCUR.

4. APPROVAL OF A DETAILED CONSTRUCTION SEQUENCING AND MAINTENANCE OF TRAFFIC PLAN FOR THE WORK ZONE IS A PREREQUISITE FOR ISSUANCE OF A LAND USE PERMIT. THE PLAN SHALL ACCOMMODATE ACCESS TO AND CONSTRUCTION WITHIN VDOT MAINTAINED RIGHT-OF-WAY.

5. WORK ZONES – THE DEPARTMENT SHALL BE NOTIFIED 48 HOURS IN ADVANCE OF ANY ANTICIPATED LANE/SHOULDER CLOSURES ON ROADWAYS CLASSIFIED AS COLLECTOR ROADS OR HIGHER. YOU DO NOT NEED TO CALL TO ACTIVATE YOUR WORK ZONE UNTIL YOU PLACE THE FIRST CONE OR SIGN IN YOUR WORK ZONE. REQUESTS FOR THE IMPLEMENTATION OF TEMPORARY LANE AND SHOULDER CLOSURES MUST BE ENTERED INTO THE VDOT LANE CLOSURE ADVISORY MANAGEMENT SYSTEM (LCAMS) AND VATRAFFIC A MINIMUM OF ONE WEEK PRIOR TO THE PLANNED EXECUTION OF LANE OR SHOULDER CLOSURE ACTIVITIES ON STATE MAINTAINED ROADWAYS. THE PERMITTEE OR THEIR CONTRACTOR MAY ENTER THEIR REQUESTS DIRECTLY OR PROVIDE WRITTEN REQUESTS TO THE CENTRAL REGION TRAFFIC OPERATIONS CENTER (TOC), 804-796-4520, APRIL DABNEY, LANE CLOSURE COORDINATOR, OR MAILTO: APRIL.DABNEY@VDOT.VIRGINIA.GOV WITH "LANE CLOSURE REQUEST" IN THE SUBJECT LINE.

6. PERMITTEE MUST NOTIFY VIRGINIA DEPARTMENT OF TRANSPORTATION TOC WHEN THERE IS A CRASH IN A WORK ZONE AT 804-796-4520.

7. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL CONSULT THE DEVELOPER'S ENGINEERING CONSULTANT AND VERIFY THE APPROVAL OF THE PLANS BY ALL APPLICABLE FEDERAL, STATE AND LOCAL AGENCIES.

8. CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES SHOWN ON PLANS IN AREAS OF CONSTRUCTION PRIOR TO STARTING WORK. CONTACT THE DEVELOPER'S ENGINEERING CONSULTANT IMMEDIATELY IF LOCATION OR ELEVATION IS DIFFERENT FROM THAT SHOWN ON PLAN. IF THERE APPEARS TO BE A CONFLICT, OR UPON DISCOVERY OF ANY UTILITY NOT SHOWN ON THIS PLAN, CALL "MISS UTILITY" AT 811. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE RELOCATION OF ANY UTILITY WITHIN EXISTING AND PROPOSED RIGHT OF WAY REQUIRED BY THE DEVELOPMENT.

9. THE PERMITTEE OR THEIR AGENT MUST CONTACT THE VDOT CUSTOMER SERVICE CENTER AT 1-800-367-7623 A MINIMUM OF 48 HOURS PRIOR TO INITIATING ANY PLANNED EXCAVATION WITHIN 1,000 FEET OF A SIGNALIZED INTERSECTION AND/OR NEAR VDOT ITS INFRASTRUCTURE. EXCAVATION MAY PROCEED ONLY AFTER THE VDOT REGIONAL UTILITY LOCATION AGENT HAS NOTIFIED THE PERMITTEE THAT THE UTILITY MARKING HAS BEEN COMPLETED. ADDITIONAL INFORMATION CAN BE FOUND AT: HTTP://WWW.VIRGINIADOT.ORG/BUSINESS/RESOURCES/IIM/TE-383_REQUEST_FOR_MARKING_VDOT_UTILITY_LOCATION.PDF "MISS UTILITY" DOES NOT LOCATE VDOT UTILITIES.

10. THE CONTRACTOR SHALL VERIFY THE ELEVATIONS OF ALL POINTS OF CONNECTION OR PROPOSED WORK TO EXISTING CURBS, SANITARY LINES, WATER LINES, ETC., PRIOR TO CONSTRUCTION.

11. DESIGN CHANGES, SPECIFIED MATERIALS CHANGES AND FIELD CHANGES FROM THE APPROVED PLANS SHALL BE RE-SUBMITTED TO VDOT FOR APPROVAL PRIOR TO PROCEEDING WITH THE WORK. A LETTER OF EXPLANATION SHALL ACCOMPANY THE PROPOSED REVISION ALONG WITH DRAINAGE CALCULATIONS WHEN APPROPRIATE.

12. VDOT APPROVAL OF CONSTRUCTION PLANS DOES NOT PRECLUDE THE RIGHT TO REQUIRE ADDITIONAL FACILITIES AS DEEMED NECESSARY FOR ACCEPTANCE OF THE ROADS INTO THE VDOT SECONDARY ROAD SYSTEM BASED ON FIELD CONDITIONS OR UNAPPROVED PLAN CHANGES.

13. VDOT APPROVAL OF THESE PLANS WILL EXPIRE FIVE (5) YEARS FROM THE DATE OF APPROVAL FOR SITE PLANS AND SUBDIVISION PLANS IF CONSTRUCTION HAS NOT STARTED.

14. PRELIMINARY DESIGN OF THE PAVEMENT STRUCTURE FOR ALL SUBDIVISION STREETS SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF "THE PAVEMENT DESIGN GUIDE FOR SUBDIVISION AND SECONDARY ROADS IN VIRGINIA". THE COMPLETE DESIGN WORKSHEET APPENDIX IV SHALL BE INCLUDED WITH THE INITIAL PLAN SUBMITTAL FOR EACH PROPOSED PAVEMENT SECTION UTILIZING THE PREDICTED SOIL SUPPORT VALUE SHOWN IN APPENDIX I OF THE PAVEMENT DESIGN GUIDE OR AS REPORTED IN A GEOTECHNICAL ANALYSIS OF THE ON-SITE SOILS.

15. A COPY OF THE COMPLETE CBR REPORT SHALL BE SUBMITTED TO VDOT IN CONJUNCTION WITH FINAL PAVEMENT DESIGNS. ALL PAVEMENT DESIGN RECOMMENDATIONS SHALL BE PERFORMED IN ACCORDANCE WITH THE CURRENT EDITION OF PAVEMENT DESIGN GUIDE FOR SUBDIVISION AND SECONDARY ROADS IN VIRGINIA.

16. ALL VEGETATION AND ORGANIC MATERIAL SHALL BE REMOVED FROM THE RIGHT OF WAY LIMITS PRIOR TO CONDITIONING OF THE SUBGRADE.

17. UPON DISCOVERY OF SOILS THAT ARE UNSUITABLE FOR FOUNDATIONS, SUBGRADES, OR OTHER ROADWAY CONSTRUCTION PURPOSES, THE DEVELOPER OR HIS DESIGNEE, WHICH MAY BE THE CONTRACTOR, SHALL IMMEDIATELY ENGAGE A GEOTECHNICAL ENGINEER AND NOTIFY VDOT. THESE AREAS SHALL BE EXCAVATED BELOW PLAN GRADE AS DIRECTED BY THE GEOTECHNICAL ENGINEER, BACKFILLED WITH SUITABLE MATERIAL AND COMPACTED IN ACCORDANCE WITH CURRENT VDOT SPECIFICATIONS.

18. THE NECESSITY AND LOCATIONS FOR ADDITIONAL VDOT STANDARD UNDERDRAINS SHALL BE DETERMINED AT TIME OF SUBGRADE INSPECTION. VIDEO INSPECTION OF ACCESSIBLE OUTLET LOCATIONS, MAINLINE LONGITUDINAL CONNECTIONS, AND LONGITUDINAL PIPE FOR ALL PAVEMENT UNDERDRAINS, CROSS DRAINS, EDGEDRAINS AND PREFABRICATED GEOCOMPOSITE PANEL DRAINS SHALL BE CONDUCTED IN ACCORDANCE WITH SECTION 501 OF THE ROAD AND BRIDGE SPECIFICATIONS AND VIRGINIA TEST METHOD 108 – POST INSTALLATION INSPECTION OF UNDERDRAINS, CROSSDRAINS, AND EDGEDRAINS.

19. VDOT SHALL HAVE PERFORMED THE REQUIRED FIELD INSPECTION (PROOF ROLL) PRIOR TO PLACEMENT OF THE AGGREGATE BASE COURSE(S). CONTACT VDOT FOR SUBGRADE INSPECTION 48 HOURS PRIOR TO SCHEDULING PLACEMENT OF AGGREGATE BASE COURSE(S).

20. THE SCHEDULING OF AGGREGATE BASE INSTALLATION AND SUBSEQUENT PAVING ACTIVITIES SHALL ACCOMMODATE FORECASTED WEATHER CONDITIONS PER SECTION 315 OF THE ROAD AND BRIDGE SPECIFICATIONS.

21. VDOT SHALL HAVE APPROVED THE AGGREGATE BASE COURSE(S) FOR DEPTH, TEMPLATE AND PERFORMED THE REQUIRED FIELD INSPECTION (PROOF ROLL) PRIOR TO PLACEMENT OF ANY ASPHALT CONCRETE SURFACE COURSE(S). CONTACT VDOT FOR INSPECTION OF THE AGGREGATE BASE COURSE(S) 48 HOURS PRIOR TO APPLICATION OF THE SURFACE COURSE(S).

22. A LICENSED GEOTECHNICAL ENGINEER OR HIS DESIGNEE SHALL ASCERTAIN CAUSE AND CERTIFY RECOMMENDED METHOD OF REPAIR FOR ALL PAVEMENT STRUCTURAL FAILURES PRIOR TO STATE ACCEPTANCE.

23. VDOT SHALL BE PROVIDED DOCUMENTATION BY A LICENSED GEOTECHNICAL ENGINEER, CERTIFYING THAT ALL IN-PLACE PAVEMENTS MEET OR EXCEED THE APPROVED PAVEMENT DESIGN THICKNESS PRIOR TO STATE ACCEPTANCE OF THE STREET. CORES ARE TO BE OBTAINED VERIFYING PAVEMENT THICKNESS UNLESS OTHERWISE DIRECTED BY VDOT. THE PERMIT'S INSPECTOR SHALL BE CONTACTED 24 HOURS PRIOR TO THE CORE SAMPLES BEING TAKEN.

24. ALL STORM SEWER DESIGN AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH LATEST VDOT DRAINAGE MANUAL, ROAD AND BRIDGE STANDARDS, AND IIMS.

25. ALL PRE-CAST UNITS SHALL BE VDOT APPROVED. CERTIFICATION AND VDOT STAMP IS REQUIRED ON ALL UNITS.

26. ALL CONCRETE SHALL BE CLASS A3-AE (AIR ENTRAINED 3,000 PSI) UNLESS OTHERWISE SPECIFIED.

27. ALL ROADSIDE DITCHES SHOWN AS PAVED ON PLANS ARE TO BE PAVED IN ACCORDANCE WITH THE STANDARD TYPICAL SECTION AS SHOWN ON THE PLANS. ANY ADDITIONAL PAVING OF THE DITCHES, OTHER THAN THOSE SHOWN ON THE ROAD PLANS WILL BE DETERMINED PRIOR TO ACCEPTANCE OF THE ROADS INTO THE VDOT SECONDARY ROAD SYSTEM.

28. ROAD & BRIDGE SPECIFICATIONS SECTION 302, DRAINAGE STRUCTURES ADDRESSES POST INSTALLATION VISUAL/VIDEO CAMERA INSPECTION OF STORM SEWER PIPES AND PIPE CULVERTS. INSPECTION FREQUENCY SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND/OR AS NECESSITATED BY THE ENGINEER. VIDEO INSPECTION SHALL BE CONDUCTED IN ACCORDANCE WITH VIRGINIA TEST METHOD (VTM) 123, POST INSTALLATION INSPECTION OF BURIED STORM SEWER PIPE AND PIPE CULVERTS.

29. A CONSTRUCTION ENTRANCE SHALL BE INSTALLED ON EACH INDIVIDUAL LOT PRIOR TO ANY LOT GRADING OR HOME CONSTRUCTION ACTIVITIES AND SHALL BE ADEQUATELY MAINTAINED UNTIL ALL CONSTRUCTION TRAFFIC AREAS WITHIN THE LOT HAVE BEEN STABILIZED.

30. ALL ENTRANCES SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH CURRENT VDOT STANDARDS. RESIDENTIAL LOT ACCESS SHALL BE PROVIDED PER THE FOLLOWING CRITERIA:

- ALL DRIVEWAY ENTRANCES AND ENTRANCE CULVERTS SHALL CONFORM TO PE-1 PRIVATE ENTRANCE STANDARDS UNLESS OTHERWISE APPROVED BY VDOT. NO ENTRANCE CULVERTS ARE TO BE INSTALLED WITHIN FIVE (5) FEET OF A PROPERTY CORNER.
- VDOT STANDARD CG-9D ENTRANCES SHALL BE USED WHEN AN ENTRANCE IS REQUIRED IN CURB AND GUTTER NEIGHBORHOODS UNLESS OTHERWISE APPROVED BY VDOT.

31. DRY GUTTER IS NOT ALLOWED IN VDOT RIGHT OF WAY EXCEPT AS SHOWN ON VDOT'S ENTRANCE STANDARD DETAILS.

32. THE DEVELOPER SHALL FURNISH AND INSTALL STOP SIGNS AND STOP BARS AT STREET INTERSECTIONS AND ALL REGULATORY SIGNAGE PER THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. ALL SIGNS MUST BE INSTALLED ON VDOT STANDARD STP-1 SIGN POSTS.

33. INSTALLATION, MAINTENANCE AND OPERATION OF STREET LIGHTING SHALL BE PROVIDED BY AND AT THE SOLE EXPENSE OF OTHERS. VDOT WILL ALLOW LIGHTING WITHIN THE RIGHT OF WAY BY LUP ONLY. LIGHTING ON CURB SECTIONS SHALL BE PLACED BEHIND THE CURB AND PREFERABLY BEHIND THE SIDEWALK. FOR SHOULDER SECTIONS, THE POLE SHALL BE PLACED A MINIMUM OF 10' FROM EDGE OF PAVEMENT AND BEHIND THE DITCH LINE. ALL LIGHTING PROPOSED WITHIN THE RIGHT OF WAY MUST BE DESIGNED IN ACCORDANCE WITH THE AASHTO GUIDE FOR ROADWAY LIGHTING AND SHALL MEET THE CURRENT ILLUMINATING ENGINEERING SOCIETY OF NORTH AMERICA (IESNA) STANDARDS.

34. TRAFFIC SIGNALS REQUIRE AN INDIVIDUAL LAND USE PERMIT. THE APPLICANT SHALL BE RESPONSIBLE FOR THE DESIGN COSTS OF ANY TRAFFIC SIGNAL INSTALLATION OR MODIFICATION OF EXISTING SIGNALS. DESIGN PLANS MUST BE PREPARED AND SUBMITTED TO VDOT BY A LICENSED PROFESSIONAL ENGINEER FOR REVIEW AND APPROVAL. THIS INCLUDES THE FOUNDATION DESIGN AND ANY EQUIPMENT ASSOCIATED WITH THE COMPLETED TRAFFIC SIGNAL. ALL EQUIPMENT MUST BE APPROVED BY VDOT. SHOP DRAWINGS MUST BE SUBMITTED FOR REVIEW AND APPROVAL PRIOR TO FABRICATING ANY SIGNAL STRUCTURAL COMPONENTS.

35. SOIL STABILIZATION IS REQUIRED WITHIN 7 DAYS FOR ALL AREAS WHERE CLEARING, GRADING, EXCAVATION OR OTHER LAND DISTURBING ACTIVITIES HAVE PERMANENTLY CEASED OR WHERE LAND DISTURBANCE ACTIVITIES HAVE BEEN TEMPORARILY SUSPENDED FOR AN ANTICIPATED DURATION OF GREATER THAN 7 DAYS, OR UPON COMPLETION OF GRADING OPERATIONS FOR A SPECIFIED AREA. SOIL STABILIZATION SHALL BEGIN AS SOON AS PRACTICABLE, BUT NOT LATER THAN THE SEVEN DAYS FOLLOWING THE DAY WHEN LAND DISTURBING ACTIVITIES TEMPORARILY OR PERMANENTLY CEASED.

36. NO STRUCTURE SHALL BE CONSTRUCTED ON STATE MAINTAINED RIGHTS OF WAY, OR ON RIGHT OF WAYS INTENDED TO BE MAINTAINED BY VDOT UNLESS SAID STRUCTURES ARE SHOWN ON CONSTRUCTION PLANS APPROVED BY VDOT OR SUCH STRUCTURES ARE COVERED BY A VDOT LAND USE PERMIT (OR BY A LETTER OF INTENT FROM THE RESIDENT ADMINISTRATOR/RESIDENT ENGINEER TO ISSUE SAID PERMIT AT THE TIME OF STATE ACCEPTANCE).

Typical Traffic Control
Stationary Operation on a Shoulder
(Figure TTC-4.1)
NOTES

Standard

1. **For long-term stationary work (more than 3 days) on divided highways having a median wider than 8', sign assemblies on both sides of the roadway shall be required as shown (ROAD WORK AHEAD (W20-1), RIGHT SHOULDER CLOSED AHEAD (W21-5bR), RIGHT SHOULDER CLOSED (W21-5aR)[1]), even though only one shoulder is being closed. For operations less than 3 days in duration, sign assemblies will only be required on the side where the shoulder is being closed and a RIGHT SHOULDER CLOSED (W21-5aR)[1] sign shall be added to that side.**

Guidance

2. *Sign spacing should be 1300'-1500' for Limited Access highways. For all other roadways, the sign spacing should be 500'-800' where the posted speed limit is greater than 45 mph, and 350'-500' where the posted speed limit is 45 mph or less.*

Option:

3. The SHOULDER WORK (W21-5) sign on an intersecting roadway may be omitted where drivers emerging from that roadway will encounter another advance warning sign prior to this activity area.
4. For short duration operations of 60 minutes or less, all signs and channelizing devices may be eliminated if a vehicle with activated high-intensity amber rotating, flashing, or oscillating lights is used.

Standard:

5. **Vehicle hazard warning signals shall not be used instead of the vehicle's high-intensity amber rotating, flashing, or oscillating lights. Vehicle hazard warning signals can be used to supplement high-intensity amber rotating, flashing, or oscillating, lights.**
6. **Taper length (L) and channelizing device spacing shall be at the following:**

Taper Length (L)				
Speed Limit (mph)	Lane Width (Feet)			
	9	10	11	12
25	95	105	115	125
30	135	150	165	180
35	185	205	225	245
40	240	270	295	320
45	405	450	495	540
50	450	500	550	600
55	495	550	605	660
60	540	600	660	720
65	585	650	715	780
70	630	700	770	840
Minimum taper lengths for Limited Access highways shall be 1000 feet.				
Shoulder Taper = ½ L Minimum				

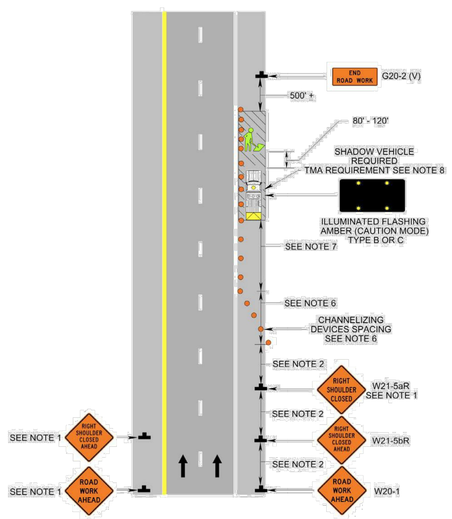
Channelizing Device Spacing		
Location	Speed Limit (mph)	
	0 - 35	36 +
Transition Spacing	20'	40'
Travelway Spacing	40'	80'
Construction Access*	80'	120'
* Spacing may be increased to this distance, but shall not exceed one access per ¼ mile.		

On roadways with paved shoulders having a width of 8 feet or more, channelizing devices shall be used to close the shoulder in advance of the merging taper to direct vehicular traffic to remain within the traveled way.

7. **The buffer space length shall be as shown in Table 6H-3 on Page 6H-5 for the posted speed limit.**
8. **A truck-mounted attenuator (TMA) shall be used on the shadow vehicle on Limited Access highways and multi-lane roadways with posted speed limit equal to or greater than 45 mph for operations with a duration greater than 60 minutes.**
9. **When a side road intersects the highway within the temporary traffic control zone, additional traffic control devices shall be placed as needed.**

1: Revision 1 – 4/1/2015

Stationary Operation on a Shoulder
(Figure TTC-4.1)



Moderate Volume Commercial Entrance Design along Highways with Shoulders

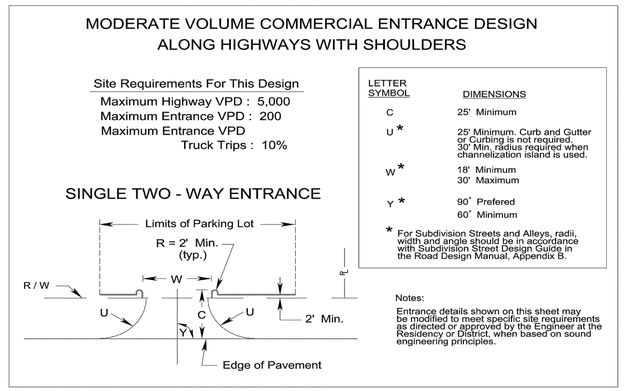


FIGURE 4-15 MODERATE VOLUME COMMERCIAL ENTRANCE DESIGN ALONG HIGHWAYS WITH SHOULDERS*

Note: All entrance design and construction shall accommodate pedestrian and bicycle users of the highway in accordance with the Commonwealth Transportation Board's "Policy for Integrating Bicycle and Pedestrian Accommodations".

* Rev. 7/12

NO.	DATE	REVISION / COMMENT / NOTE
1	8/12/25	REVISED PER NEW KENT COUNTY COMMENTS

VIRGINIA REGISTERED PROFESSIONAL ENGINEER
WILLIAM S. FELTS
Lic. No. 57903
6/13/25

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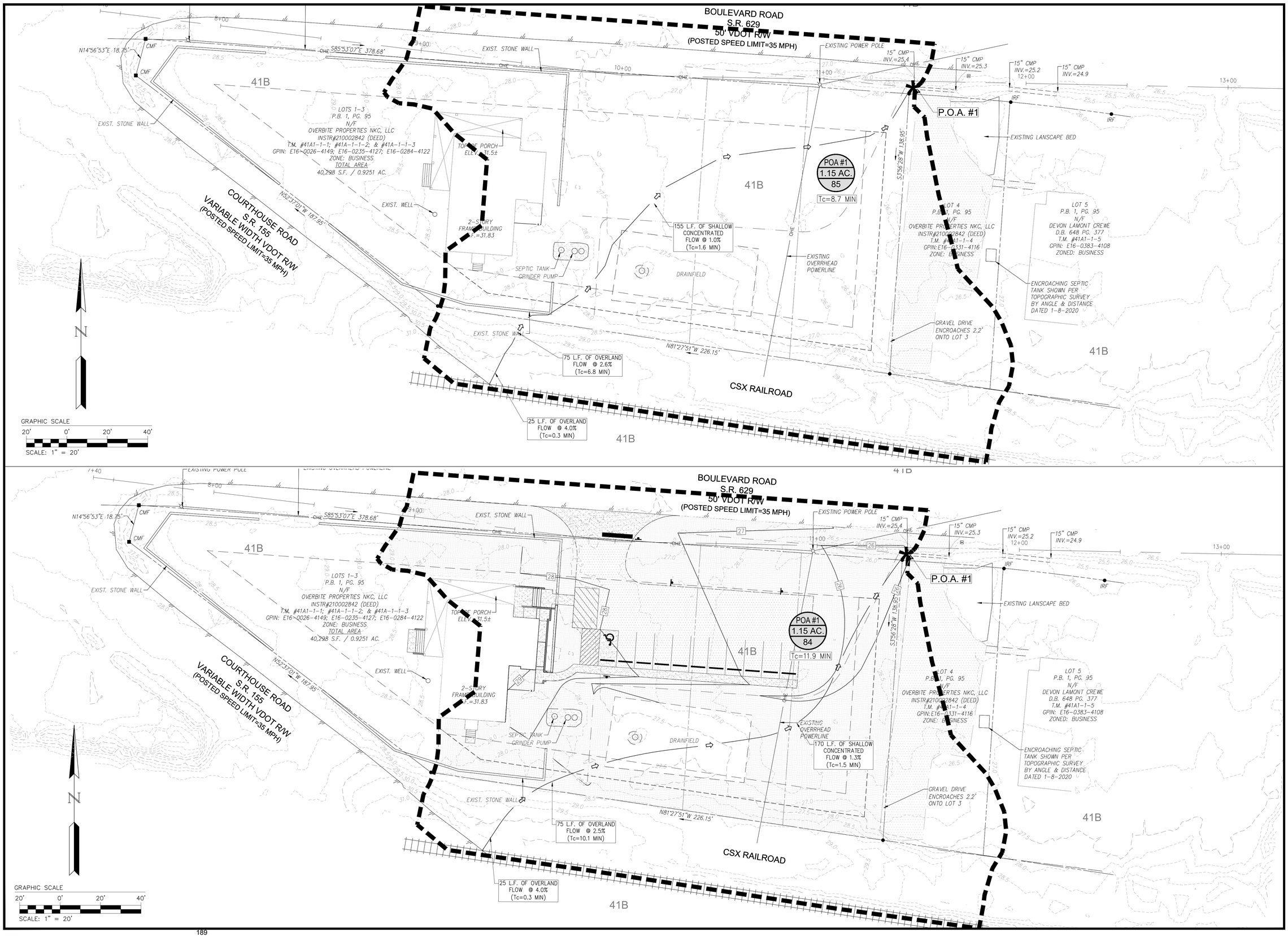
web: landtechresources.com

PLAN OF DEVELOPMENT
PROVIDENCE FORGE HOTEL
PROPOSED PARKING LOT
9101 BOULEVARD ROAD
NEW KENT COUNTY PROVIDENCE FORGE MAGISTERIAL DISTRICT VIRGINIA

Scale: AS NOTED
Date: March 27, 2025
Job Number: 25-005
Designed By: GSW
Sheet Title:
VDOT GENERAL NOTES AND DETAILS
Sheet Number:
C5.0



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WILLIAM S. FELTS
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6/13/25
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PLAN OF DEVELOPMENT
PROVIDENCE FORGE HOTEL
PROPOSED PARKING LOT
9101 BOULEVARD ROAD
NEW KENT COUNTY — PROVIDENCE FORGE MAGISTERIAL DISTRICT — VIRGINIA

Scale:	1" = 20'
Date:	March 27, 2025
Job Number:	25-005
Designed By:	GSW
Sheet Title:	DRAINAGE AREA MAPS
Sheet Number:	DA1.0

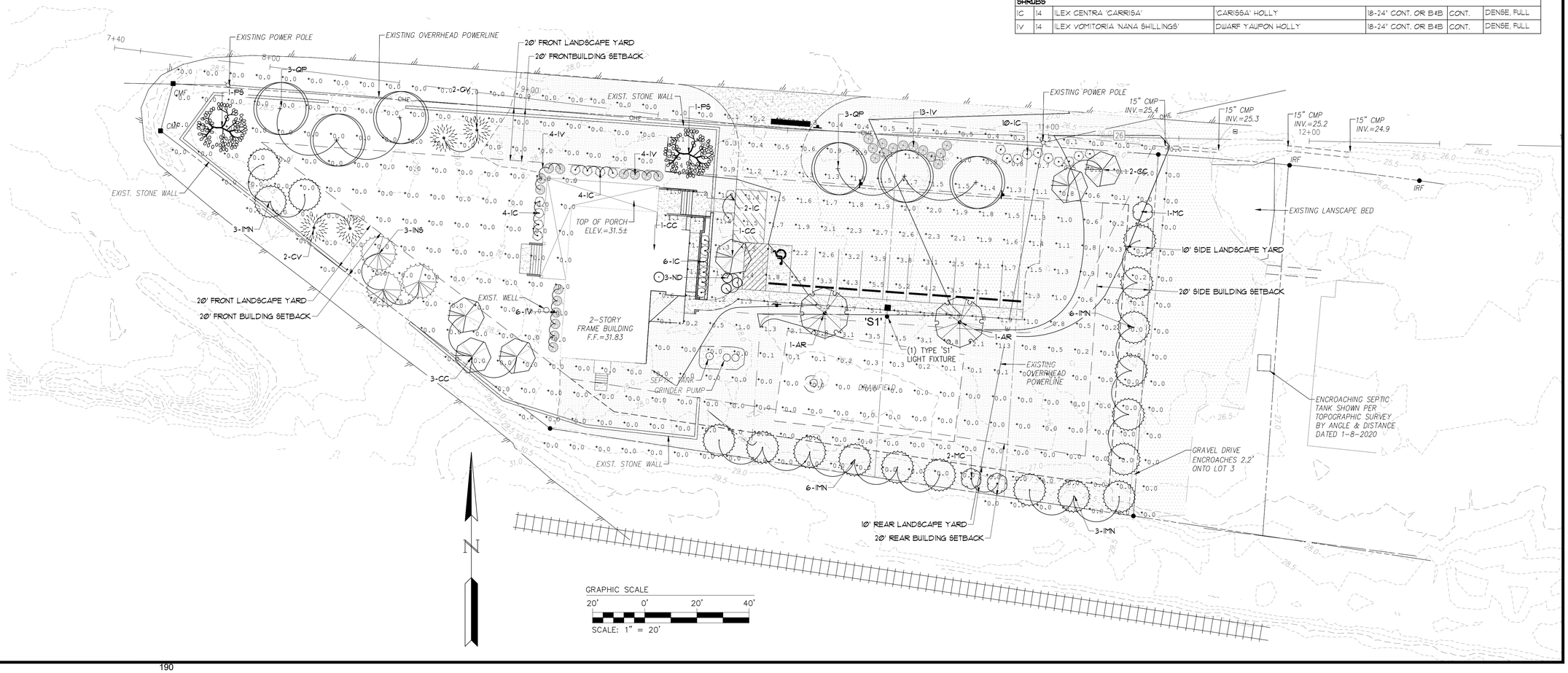
NEW KENT COUNTY LANDSCAPE REQUIREMENTS

AREAS		TREES AND SHRUBS		
LANDSCAPE YARD	REQ'D. AREA	PLANTING RATIO	PLANTS REQUIRED*	NEW PLANTS PROVIDED
20' FRONT YARD	11,278 S.F.	1 TREE / 500 S.F. AND 1 SHRUB / 500 S.F.	23 TREES 23 SHRUBS	23 TREES 23 SHRUBS
10' SIDE YARD	988	1 TREE / 1,000 S.F. AND 1 SHRUB / 1,000 S.F.	1 TREE 1 SHRUB	6 TREES 1 SHRUB
10' REAR YARD	2,018	1 TREE / 1,000 S.F. AND 1 SHRUB / 1,000 S.F.	2 TREES 2 SHRUBS	9 TREES 2 SHRUBS
PARKING LOT	11 SPACES	2 TREES AND 4 SHRUBS/ 10 PARKING SPACES	3 TREES 5 SHRUBS	3 TREES 5 SHRUBS
10' BUILDING PERIMETER	2,493 S.F.	1 SHRUB / 100 S.F.	25 SHRUBS	28 SHRUBS

* PER SEC. 98-1063 OF THE NEW KENT COUNTY LANDSCAPE ORDINANCE

PLANT SCHEDULE

KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	COMMENT
20' FRONT YARD						
TREES						
CC	5	CERCIS CANADENSIS	EASTERN REDBUD	1-1/4" CALIPER & 8' HT.	B & B	SINGLE STEM
CV	4	CHIONATHUS VIRGINICUS	WHITE FRINGETREE	1-1/4" CALIPER & 8' HT.	B & B	SINGLE STEM
IMN	3	ILEX x ATTENUATA 'MARY NELL'	MARY NELL HOLLY	1-1/4" CALIPER & 8' HT.	B & B	SINGLE STEM
INS	3	ILEX x ATTENUATA 'NELLIE R. STEVENS HOLLY'	NELLIE R. STEVENS HOLLY	1-1/4" CALIPER & 8' HT.	B & B	SINGLE STEM
PS	2	PRUNUS SUBHIRTELLA 'AUTUMNALIS'	AUTUMN FLOWERING CHERRY	2-1/2" CAL.	B & B	SINGLE STEM
QP	6	QUERCUS PHELLOS	WILLOW OAK	2-1/2" CAL.	B & B	SINGLE STEM
SHRUBS						
IC	10	ILEX CENTRA 'CARRISA'	'CARISSA' HOLLY	18-24" CONT. OR B&B	CONT.	DENSE, FULL
IV	13	ILEX VOMITORIA 'NANA SHILLINGS'	DWARF YAUPON HOLLY	18-24" CONT. OR B&B	CONT.	DENSE, FULL
10' REAR YARD						
KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	COMMENT
TREES						
IMN	9	ILEX x ATTENUATA 'MARY NELL'	MARY NELL HOLLY	1-1/4" CALIPER & 8' HT.	B & B	SINGLE STEM
SHRUBS						
MC	2	MYCRICA CERTIFERA	SOUTHER WAX MYRTLE	18-24" CONT. OR B&B	CONT.	DENSE, FULL
10' SIDE YARD						
KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	COMMENT
TREES						
IMN	6	ILEX x ATTENUATA 'MARY NELL'	MARY NELL HOLLY	1-1/4" CALIPER & 8' HT.	B & B	SINGLE STEM
SHRUBS						
MC	1	MYCRICA CERTIFERA	SOUTHER WAX MYRTLE	18-24" CONT. OR B&B	CONT.	DENSE, FULL
PARKING LOT						
KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	COMMENT
DECIDUOUS TREES						
AR	2	ACER RUBRUM 'JAMESTOWN'	'JAMESTOWN' SUNSET MAPLE	2-1/2" CAL.	B & B	SINGLE STEM
CC	1	CERCIS CANADENSIS	EASTERN REDBUD	1-1/4" CALIPER & 8' HT.	B & B	SINGLE STEM
SHRUBS						
IC	2	ILEX CENTRA 'CARRISA'	'CARISSA' HOLLY	18-24" CONT. OR B&B	CONT.	DENSE, FULL
ND	3	NANDINA DOMESTICA 'FIRE POWER'	FIREPOWER NANDINA	18-24" HT./W.	CONT.	DENSE, FULL
10' BUILDNG PERIMETER						
KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	COMMENT
SHRUBS						
IC	14	ILEX CENTRA 'CARRISA'	'CARISSA' HOLLY	18-24" CONT. OR B&B	CONT.	DENSE, FULL
IV	14	ILEX VOMITORIA 'NANA SHILLINGS'	DWARF YAUPON HOLLY	18-24" CONT. OR B&B	CONT.	DENSE, FULL



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PLAN OF DEVELOPMENT
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PROPOSED PARKING LOT
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NEW KENT COUNTY PROVIDENCE FORGE MAGISTERIAL DISTRICT VIRGINIA

Scale: 1" = 20'
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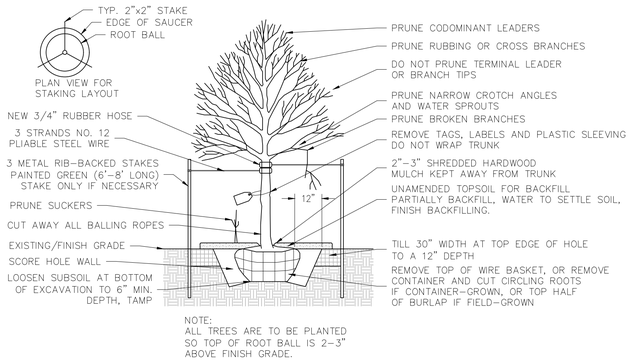
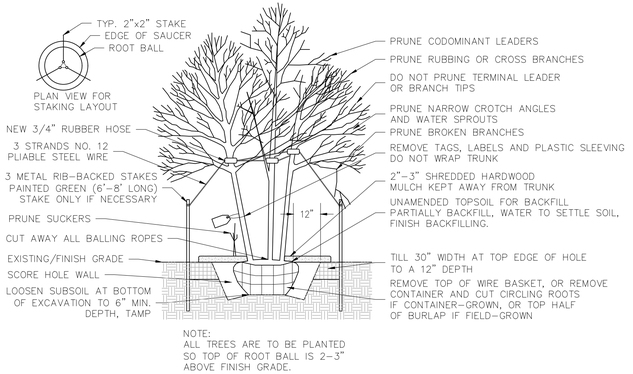
LANDSCAPE AND LIGHTING PLAN
Sheet Number:
LA1.0



NOTE:
ALL TREES ARE TO BE PLANTED
SO TOP OF ROOT BALL IS 2-3"
ABOVE FINISH GRADE.

DECIDUOUS TREE PLANTING METHOD

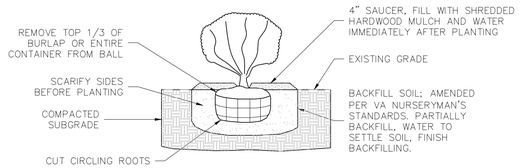
NOT TO SCALE



NOTE:
ALL TREES ARE TO BE PLANTED
SO TOP OF ROOT BALL IS 2-3"
ABOVE FINISH GRADE.

MULTI-STEM TREE PLANTING METHOD

NOT TO SCALE



NOTE:
ALL SHRUBS ARE TO BE PLANTED
SO TOP OF ROOT BALL IS 3"
ABOVE FINISH GRADE.

SHRUB PLANTING METHOD

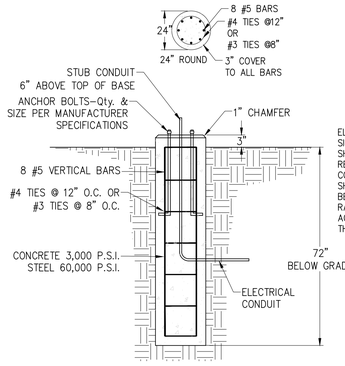
NOT TO SCALE

GENERAL PLANTING NOTES

1. THE LANDSCAPE CONTRACTOR AND OWNER ARE RESPONSIBLE FOR ADHERENCE TO ALL REQUIREMENTS OF THE NEW KENT COUNTY ZONING ORDINANCE.
2. THE LANDSCAPE CONTRACTOR AND OWNER ARE RESPONSIBLE FOR COORDINATING THE ACCURATE LOCATION AND MARKING OF ALL PRIVATE AND PUBLIC UNDERGROUND UTILITIES PRIOR TO THE COMMENCEMENT OF ANY LAND DISTURBANCE WITHIN THE PROJECT LIMITS.
3. SEE PLANT SCHEDULES FOR SPECIFIC PROPOSED PLANT SPECIES. IF THERE IS A DISCREPANCY BETWEEN THE LANDSCAPE PLAN VIEW AND THE PLANT SCHEDULE, THE PLANT SCHEDULE INFORMATION GOVERNS.
4. LANDSCAPE CONTRACTOR SHALL REFER TO THE STANDARDIZED LANDSCAPE SPECIFICATIONS FOR THE STATE OF VIRGINIA, LATEST EDITION, FOR ADDITIONAL SPECIFICATIONS PERTAINING TO PLANTING. SPECIFICATIONS SHOWN ON THESE PLANS SHALL SUPERCEDE THOSE DETAILED WITH THE ABOVE-REFERENCED SPECIFICATIONS MANUAL. (COPIES OF THESE SPECIFICATIONS ARE AVAILABLE FOR A FEE FROM THE VIRGINIA CHAPTER OF THE AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS, VIRGINIA NURSERYMEN'S ASSOCIATION, INC. OR THE VIRGINIA SOCIETY OF LANDSCAPE DESIGNERS.
5. LANDSCAPE CONTRACTOR SHALL PROVIDE COPIES OF THE LANDSCAPE BID(S) TO THE ENGINEER AND THE LANDSCAPE ARCHITECT PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
6. REFER TO CIVIL DRAWINGS FOR ALL DETAILED SITE INFORMATION.
7. LANDSCAPE CONTRACTOR SHALL COORDINATE LANDSCAPE WORK WITH ALL OTHER TRADES.
8. ROUGH GRADING SHALL BE COMPLETED BY THE GENERAL SITE CONTRACTOR. THE LANDSCAPE CONTRACTOR SHALL COMPLETE THE FINE GRADING AND SITE STABILIZATION.
9. LANDSCAPE CONTRACTOR SHALL COORDINATE WITH THE OWNER IN ORDER TO CONFIRM THE TYPE OF SEED OR SOD TO BE PROVIDED AND INSTALLED WITHIN ALL DISTURBED AREAS WITHIN THE PROJECT LIMITS.
10. MINOR FIELD ADJUSTMENTS MAY BE NECESSARY DUE TO EXISTING SITE CONDITIONS AND/OR PROPOSED SITE IMPROVEMENTS. LANDSCAPE CONTRACTOR SHALL NOTIFY NEW KENT COUNTY, THE ENGINEER AND THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO COMPLETING MINOR FIELD ADJUSTMENTS.
11. OWNER RESERVES THE RIGHT TO SUBSTITUTE PLANT MATERIAL TYPE, SIZE AND/OR QUANTITY. ALL PROPOSED SUBSTITUTIONS SHALL MEET ALL APPLICABLE NEW KENT COUNTY ZONING ORDINANCE REQUIREMENTS. ALL PROPOSED SUBSTITUTIONS SHALL BE REVIEWED AND APPROVED BY THE ENGINEER, LANDSCAPE ARCHITECT, AND JAMES CITY COUNTY PRIOR TO INSTALLATION. SUBSEQUENTLY, THE ENGINEER OR LANDSCAPE ARCHITECT WILL NOTIFY NEW KENT COUNTY REGARDING THE PROPOSED PLANT MATERIAL SUBSTITUTIONS.
12. PROPOSED PLANT MATERIAL MAY BE PLANTED AS LONG AS THE SOIL IS NOT FROZEN.
13. ALL PLANT MATERIAL SHALL BE FREE OF DISEASE OR INSECT INFESTATION.
14. PLANT MATERIAL SHALL BE KEPT MOIST AT ALL TIMES, COVERED DURING TRANSPORT TO THE SITE, AND STORED ON-SITE IN A PROTECTED, SHADED AREA UNTIL PLANTING IS COMPLETED.
15. PLANT MATERIAL SHALL BE INSTALLED WITHIN AN EXCAVATED PLANTING PIT, WITH A WIDTH APPROXIMATELY TWO (2) TO THREE (3) TIMES THE PLANT MATERIAL BALL DIAMETER. BACKFILL SHALL BE NATIVE PLANTING SOIL, FREE OF DEBRIS, WEEDS, ROCKS, ETC. A 6 INCH EARTH SAUCER (COMPACTED) SHALL BE INSTALLED ENCIRCLING THE COMPLETED PLANTING. MULCH SHRUBS AND TREES WITH A 4 INCH DEPTH OF SHREDDED HARDWOOD BARK MULCH COMPLETELY ENCIRCLING THE PLANTING PIT WITHIN THE EARTH SAUCER. TREES SHALL BE STAKED WITH A MINIMUM OF TWO (2) WOODEN STAKES (2"x2"x8') INSTALLED WITH A DEPTH OF 3 FEET BELOW FINISHED GRADE. GUY WIRE SHALL BE EITHER HIGH QUALITY BRAIDED RUBBER GUY WIRES OR GALVANIZED WIRE ATTACHED TO THE WOODEN STAKES WITH TWO (2) BLACK NYLON STRAPS ENCIRCLING THE TREE TRUNK.
16. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WATERING AND MAINTENANCE OF INSTALLED PLANT MATERIAL UNTIL THE FINAL REVIEW AND ACCEPTANCE OF THE INSTALLED PLANT MATERIAL BY THE OWNER.
17. LANDSCAPE CONTRACTOR SHALL PROVIDE THE OWNER WITH ONE (1) YEAR SURVIVAL WARRANTY FOR ALL PROPOSED PLANT MATERIAL INSTALLED. THE ONE (1) YEAR SURVIVAL WARRANTY SHALL COMMENCE AFTER THE FINAL REVIEW AND ACCEPTANCE OF THE INSTALLED PLANT MATERIAL BY THE OWNER. THE OWNER IS RESPONSIBLE FOR THE PERPETUAL MAINTENANCE OF ALL LANDSCAPING FEATURES.
18. LANDSCAPE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR THE LOSS OF PLANT MATERIAL THAT HAS BEEN DAMAGED BY VANDALISM, FIRE, OR OTHER ACTIVITIES BEYOND THE LANDSCAPE CONTRACTOR'S CONTROL.
19. THE OWNER IS RESPONSIBLE FOR THE PERPETUAL MAINTENANCE OF ALL LANDSCAPING WITHIN THE PROJECT LIMITS IN ACCORDANCE WITH THE REQUIREMENTS OF THE NEW KENT COUNTY ZONING ORDINANCE.
20. EXACT LOCATIONS MAY DIFFER FROM PLAN. CONTRACTOR TO PLANT PROPOSED SHRUBS WITHIN BUFFER WERE AVAILABLE AS TO NOT INTERFERE WITH EXISTING VEGETATION. ON-SITE MEETING WITH NEW KENT COUNTY PLANNING MAY BE NECESSARY PRIOR TO PLANTING.

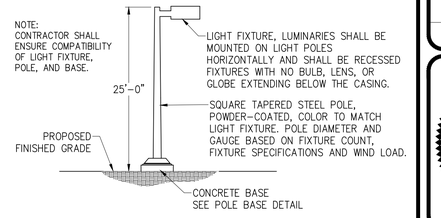
LIGHTING SCHEDULE

LABLE	FIXTURE TYPE	MOUNTING HEIGHT	POLE TYPE / MOUNTING INSTRUCTIONS	FIXTURES PER POLE	TOTAL FIXTURES
S1	GARDCO LIGHTING TYPE "S3" MODEL #: OPF-M-A15-740-T4M-HIS-202W	25'	VALMONT MODEL #: DS330-400W300 DESCRIPTION: SQUARE, STRAIGHT, 30' ALUMINUM POLE COLOR: BLACK	1	1



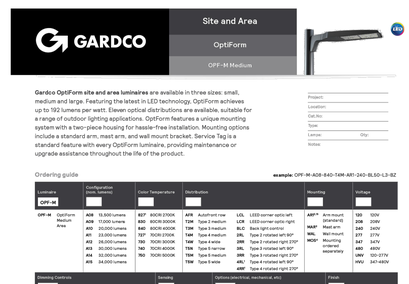
POLE BASE DETAIL

N.T.S



TYPICAL SQUARE TAPERED POLE DETAIL

N.T.S.



Gardco OptiForm site and area luminaires are available in three sizes: small, medium and large. Featuring the latest in LED technology, OptiForm achieves up to 192 lumens per watt. Eleven optical distributions are available, suitable for a range of outdoor lighting applications. OptiForm features a unique mounting system with a two-piece housing for hassle-free installation. Mounting options include a standard arm, mast arm, and wall mount bracket. Service Tag is a standard feature with every OptiForm luminaire, providing maintenance or upgrade assistance throughout the life of the product.

Project: _____
Location: _____
Cat./No: _____
Type: _____
Lamps: _____ Qty: _____
Notes: _____

Ordering guide

example: OPF-M-A08-E40-T4M-AR1-240-BLSG-L3-BZ

Luminaire		Configuration (Optical Control)		Color Temperature		Distribution		Mounting		Voltage	
OPF-M											
OPF-M	OptiForm Medium Area	A08	11,500 lumens	827	80CRI 2700K	AFR	Autofrmt row	L2L	LED2 corner optic left	ARM**	Arm mount, (standard)
		A09	17,000 lumens	830	80CRI 3000K	T2M	Type 2 medium	L2R	LED2 corner optic right	MAST	Mast arm mounting
		A10	20,000 lumens	840	80CRI 4000K	T3M	Type 3 medium	BLC	Back light control	WAL	Wall Mounting
		A11	23,000 lumens	727	90CRI 2700K	T4M	Type 4 medium	2RL	Type 2 rotated left 90°	WCR	Mounting (non-standard, ordered separately)
		A12	29,000 lumens	730	90CRI 3000K	2RR	Type 2 rotated right 270°	3RL	Type 3 rotated left 90°		
		A13	33,000 lumens	740	90CRI 4000K	T4R	Type 5 narrow	3RR	Type 3 rotated right 270°		
		A14	38,000 lumens	760	90CRI 5000K	T5M	Type 5 medium	4RL	Type 4 rotated left 90°		
		A15	54,000 lumens			T5W	Type 5 wide	4RR	Type 4 rotated right 270°		
								4RT	Type 4 rotated right 210°		

Drawing Controls	Sensing	Options (electrical, mechanical, etc)	Finish
The following options include 0-10V Driver		None Surge protector 10kV/10kA standard	Standard textured finish
none 0-10V dimming driver		SPD Surge protector 20kV/10kA (option)	BK Black
DLSA* Dimming leads external, accessible (control by others)		FST* Single fuse (120, 277, or 347VAC)	SV Silver
FAWD** Field adjustable wattage selector		FSD* Double fuse (208, 240, or 480V)	BZ Bronze
DL SO*/** Bi-level with motion sensor	LS PIR sensor, 8'-15' mounting height (Required if BL SO is selected)	PCR** Photocontrol receptacle connected to 0-10V driver	DG Dark Gray
		TRS 3-pin twist-lock receptacle connected to 0-10V driver	MG Medium Gray
The following options include DA DALI Driver	WAP sensor options	TR7 7-pin twist-lock receptacle connected to DA compliant driver	Customer specified
WAP** Wireless Interact module (for driver and SB receptacle)	LB Low (7'-15' mounting height) sensor, white color housing, wireless Interact, XPress	TLP* 7-pin twist-lock receptacle connected to DA compliant driver w/ 3-pin Photocell	CC Special colorized color or texture per factory
SRDR** SR driver connected to Zhaga socket (S14)	LW Low (7'-15' mounting height) sensor, white color housing	BAC** Meets the requirements of the Buy American Act of 1933 (BAA)	SC Special colorized supply (color only, requires factory quote)
DynaDimmer: Automatic Profile Dimming			
CS50* Security 50% dimming, 7 hours			
CM50* Median 50% dimming, 8 hours	HB High (15'-40' mounting height) sensor, black color housing		
CS50* Security 50% dimming, 7 hours			
CM30* Median 30% dimming, 8 hours	HW High (15'-40' mounting height) sensor, white color housing		

1. Extended lead time applies. Consult factory for details.
2. Mounts to a horizontal 3-1/2" OD x 0.3" Long tenon.
3. Mounts to a horizontal 2-3/8" OD x 0" Long tenon.
4. Must be ordered with mounting accessory. Photocell option (7X7) must be selected with mounting accessory. See Page 3 for options.
5. Not available with other dimming control options (mutually exclusive).
6. Not available with motion sensor (physical restriction).
7. Must be specified with a motion sensor w/ a 2.0 or L3.
8. Must be specified with SB.
9. Must be specified with a motion sensor (-BLLS, HB, HW).
10. Not available in 347, 480, or HVU.
11. Not available with fusing.
12. Not available with SW, TLP.
13. OPF-WMB accessory recommended for retrofit applications.
14. Failure to properly select the "BAC" suffix could result in you receiving a product that is not BAA compliant product with no resources for a WMA or refund. This BAC designation is a requirement of the Build America, Buy America Act (BABA) and the Made in America Trade Agreements Act, or (S) The "Buy American" domestic content requirements imposed by the Surface Transportation Assistance Act of 1982, as amended, and as may be administered by the Department of Transportation or other federal agencies.

OPF-M_OptiForm_Medium 04/24 page 1 of 9

interact DARKSKY APPROVED DLC DLC PREMIUM UL

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OPF-M OptiForm medium

Site & area luminaire

Shielding Accessory Kits (order separately)

OPF-M-HS-2	Internal house side shields. For optic Types T2M, T3M, and T5W, qty 2
OPF-M-HS-T4-2	Internal house side shield for optic types T4M and T4W, qty 2
OPF-M-HS-SW/SW-2	Internal house side shield for optic types T5M and T5W, qty 2

Luminaire Accessories (order separately)

Pole Mount Fusing	
FP7*	Pole mount single fuse (120V, 277V, or 347V)
FP2*	Pole mount double fuse (208V, 240V, or 480V)
FP3*	Pole mount double fuse canadian double pull (208V, 240V, or 480V)
Photocell Accessories	
PADS	Shorting cap

Mountings (boxed and shipped separately)

Must choose Mounting Orientation (MO) selection for mounting option of luminaire. Use for attachment of arm to pole prior to luminaire installation. (1) Must specify finish

Standard Arm	
OPF-ARM-DT(*)*	Standard arm mount
OPF-ARM-TR7-DT(*)*	Standard arm mount with 7-pin (TR7) receptacle
Wall Mount	
OPF-WAL-2(*)	Wall mount bracket
OPF-WAL-TR7-(*)	Wall mount with 7-pin (TR7) receptacle
Mast Arm	
OPF-MAR-2(*)*	Mast arm mount
OPF-MAR-TR7-2(*)*	Mast arm mount with 7-pin (TR7) receptacle

Mounting Accessories

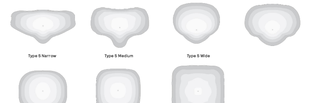
OPF-BRB*	Retrofit Mounting Bolster Plate for attaching OptiForm to existing poles. Recommended for retrofit applications.
OPF-RPA	Round Pole Adapter. Fits to 3"- 3.9" O.D. pole. Painted black.

Pole Top Fitters

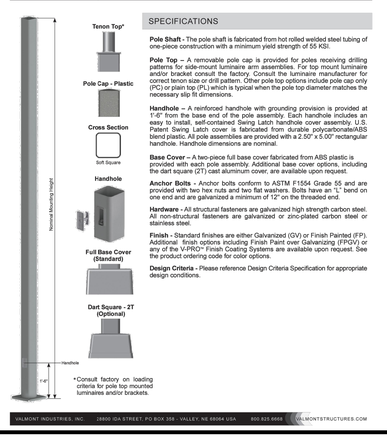
(1) Must specify finish

FTT2 - Pole top fitter fits 2.3/8 - 2 1/2" OD x 4" depth tenon	
FTT2-1-90-(F)	1 luminaire at 90°
FTT2-2-90-(F)	2 luminaires at 90°
FTT2-3-90-(F)	3 luminaires at 90°
FTT2-4-90-(F)	4 luminaires at 90°
FTT2-2-180-(F)	2 luminaires at 180°
FTT2-3-120-(F)	3 luminaires at 120°
FTT3 - Pole top fitter fits 3-3 1/2" OD x 6" depth tenon	
FTT3-1-90-(F)	1 luminaire at 90°
FTT3-2-90-(F)	2 luminaires at 90°
FTT3-3-90-(F)	3 luminaires at 90°
FTT3-4-90-(F)	4 luminaires at 90°
FTT3-2-180-(F)	2 luminaires at 180°
FTT3-3-120-(F)	3 luminaires at 120°

Optical Distributions



OPF-M_OptiForm_Medium 04/24 page 2 of 9



SPECIFICATIONS

Pole Shaft - The pole shaft is fabricated from hot rolled welded steel tubing of one-piece construction with a minimum yield strength of 55 KSI.

Pole Top – A removable pole cap is provided for poles receiving drilling patterns for side-mount luminaire arm assemblies. For top mount luminaire and/or bracket consult the factory. Consult the luminaire manufacturer for correct tenon size or drill pattern. Other pole top options include pole cap only (PC) or plain top (PL) which is typical when the pole top diameter matches the necessary slip fit dimensions.

Handhole – A reinforced handhole with grounding provision is provided at 1'-6" from the base end of the pole assembly. Each handhole includes an easy to install, self-contained Swing Latch handhole cover assembly. U.S. Patent Swing Latch cover is fabricated from durable polycarbonate/ABS blend plastic. All pole assemblies are provided with a 2.50" x 5.00" rectangular handhole. Handhole dimensions are nominal.

Base Cover – A two-piece full base cover fabricated from ABS plastic is provided with each pole assembly. Additional base cover options, including the dart square (2T) cast aluminum cover, are available upon request.

Anchor Bolts - Anchor bolts conform to ASTM F1554 Grade 55 and are provided with two hex nuts and two flat washers. Bolts have an "L" bend on one end and are galvanized a minimum of 12" on the threaded end.

Hardware - All structural fasteners are galvanized high strength carbon steel. All non-structural fasteners are galvanized or zinc-plated carbon steel or stainless steel.

Finish - Standard finishes are either Galvanized (GV) or Finish Painted (FP). Additional finish options including Finish Paint over Galvanizing (FPGV) or any of the V-PRO™ Finish Coating Systems are available upon request. See the product ordering code for color options.

Design Criteria - Please reference Design Criteria Specification for appropriate design conditions.

valmont STRUCTURES

DS330
Fatigue Resistant
Soft Square Steel Post

Job Name: _____ Client Name: _____
Job Location - City: _____ State: _____ Created By: _____ Date: _____
Product DS330 Quote: _____ Customer Approval: _____ Date: _____

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valmont STRUCTURES

DS330
Fatigue Resistant
Soft Square Steel Post

Job Name: _____ Client Name: _____
Job Location - City: _____ State: _____ Created By: _____ Date: _____
Product DS330 Quote: _____ Customer Approval: _____ Date: _____

ANCHORAGE DATA

POLE		BASE PLATE			ANCHOR BOLTS			Anchor Base Detail
NOM. SQUARE	WALL THK.	BOLT CIRCLE	SQUARE	THK.	DIA x LENGTH	HOOK PROJECTION	Ø HOLE
4.00	11	5.50	0.50	8.25	0.750 x 33.00	2.25 x 3.00	1.00	0.25
4.00	7	6.00	0.50	8.25	0.875 x 0.75 x 17.00 x 3.00		3.63	0.25
5.00	11	11.00	1.00	11.00	1.000 x 0.75 x 17.00 x 3.00		3.75	0.25
5.00	7	11.00	1.00	11.00	1.000 x 0.75 x 17.00 x 3.00		3.75	0.25
6.00	7	12.00	1.00	12.50	1.000 x 1.00 x 36.00 x 4.00		4.25	0.25

DESIGNATION,LOAD AND DIMENSIONAL DATA

DESIGN INFORMATION								POLE DIMENSIONS[1]				DESIGNATION
NOMINAL MOUNTING HEIGHT	90 MPH 3 SECOND GUST		100 MPH 3 SECOND GUST		120 MPH 3 SECOND GUST			BASE DIAMETER	TOP DIAMETER	WALL THICKNESS	STRUCTURE WEIGHT (lbs)	
	MAX EPA	MAX WEIGHT (lbs)	MAX EPA	MAX WEIGHT (lbs)	MAX EPA	MAX WEIGHT (lbs)	MAX DEFLECTION (in)					
10'-0"	30.6	705	23.8	595	16.9	473	4.00	4.00	11	75	400Q100
12'-0"	24.4	610	18.9	470	14.8	370	4.00	4.00	11	90	400Q120
14'-0"	19.9	496	15.1	378	11.7	293	4.00	4.00	11	100	400Q140
16'-0"	15.9	368	11.9	295	8.9	223	4.00	4.00	11	115	400Q160
18'-0"	12.6	315	9.2	230	6.7	168	4.00	4.00	11	125	400Q180
20'-0"	9.6	240	6.7	167	4.5	150	4.00	4.00	11	140	400Q200
	17.7	443	12.7	343	9.4	235	5.00	5.00	11	185	500Q200
	28.1	703	21.4	535	16.2	405	5.00	5.00	7	265	500W200
25'-0"	4.8	150	2.6	100	1.0	50	4.00	4.00	11	170	400Q250
	10.8	270	7.7	188	5.4	135	4.00	4.00	7	245	400W250
	9.8	245	8.3	157	3.7	150	5.00	5.00	11	225	500Q250
	18.5	463	13.3	333	9.5	238	5.00	5.00	7	360	500W250
30'-0"	6.7	168	4.4	110	2.6	65	4.00	4.00	7	291	400W300
	4.7	150	2.0	50	N/A	N/A	5.00	5.00	11	265	500Q300
	10.7	267	8.7	167	3.9	100	5.00	5.00	7	380	500W300
	19.0	475	13.2	330	9.0	225	6.00	6.00	7	520	600W300
35'-0"	5.9	150	2.5	100	N/A	N/A	5.00	5.00	7	440	500W350
	12.4	310	7.6	190	4.2	105	6.00	6.00	7	540	600W350
40'-0"	7.2	180	3.0	75	N/A	N/A	6.00	6.00	7	805	600W400

1. Maximum EPA (Effective Projected Area) and weight values are based on wide mounted fixtures only. Consult factory on loading criteria for pole top mounted luminaires and/or brackets. Variations from sizes above are available upon inquiry at the factory. Satisfactory performance of poles is dependent on proper anchorage. Refer to anchor base detail for recommended anchorage design.
2. Structure weight is a nominal value which includes the pole shaft and base plate only.
3. Bolted bottom will have reduced thickness due to the cold-working process. However, the bolted-bottom meets or exceeds the structural capacity of the original square section. In addition, the rounded section provides better fatigue resistance.

PRODUCT ORDERING CODES

DS330								
DS330	Nexus Contact Designation (Refer to Nexus Dimensional Data Chart)	D4B Mounting (See Orientation) D2 = (2) Drillings @ 90° & 270° D3 = (3) Drillings @ 0°, 120°, & 240° D4 = (4) Drillings @ 0°, 90°, & 270° D5 = (5) Drillings @ 180° & 270° D6 = (6) Drillings @ 90°, 180°, & 270° P1 = 2.38" OD x 4" tenon P2 = 2.38" OD x 6" tenon P3 = 4.00" OD x 4" tenon P4 = 4.00" OD x 6" tenon P5 = 2.38" OD x 5" tenon P6 = 4.00" OD x 5" tenon P7 = 2.38" OD x 8" tenon P8 = 4.00" OD x 8" tenon Other Options PC = Pole Cap PL = Plain Top (No Cap)	DV = Galvanized FP = Finish Painted —OPTIONAL— DB = Dark Bronze MB = Medium Bronze BK = Black LG = Light Gray GB = Green GN = Hunter Green ST = Sandstone MTG= Hunter Green DG = Dark Gray SL = Silver SC = Special Color (Specify)	VPG1 = V-PRO™ G1 System VPG2 = V-PRO™ G2 System VPG3 = V-PRO™ G3 System VPG4 = V-PRO™ G4 System VPG5 = V-PRO™ G5 System VP1G = V-PRO™ 1G System VP2G = V-PRO™ 2G System	--	FBC = Full Base Cover —OPTIONAL— 2T = Square Dart Cover	--	HB = With Anchor Bolts NB = Without Anchor Bolts	

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NO.	DATE	REVISION / COMMENT / NOTE
1	8/12/25	REVISED PER NEW KENT COUNTY COMMENTS

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204-E Bulifants Boulevard · Williamsburg, VA 23188
Ph: (757) 645-3324 · Fax: (757) 645-3262
web: landtechresources.com

COMMONWEALTH OF VIRGINIA
WILLIAM S. FELTS
Lic. No. 57903
6/13/25
PROFESSIONAL ENGINEER

PLAN OF DEVELOPMENT
PROVIDENCE FORGE HOTEL
PROPOSED PARKING LOT
9101 BOULEVARD ROAD
NEW KENT COUNTY PROVIDENCE FORGE MAGISTERIAL DISTRICT VIRGINIA

Scale: 1" = 20'
Date: March 27, 2025
Job Number: 25-005
Designed By: GSW

Sheet Title:
LANDSCAPE AND LIGHTING PLAN

Sheet Number:
LA1.0

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PLANNING COMMISSION
COUNTY OF NEW KENT
VIRGINIA

PC-14-25

At the regular meeting of the Planning Commission of the County of New Kent, in the Boardroom of the Administration Building in New Kent, Virginia, on the 21st day of July 2025:

Present:	Vote:
Rev. Dr. Milton Hathaway	
Patricia Townsend	
Curtisa Thomas	
Gary Larochelle	
Dr. Joanne Schmit	
Joseph Davis	
Jacob Dombroski	
V. Marc Bennett	
Tammy Johnson	
Laura Rose	
John Moyer	

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

A RESOLUTION TO RECOMMEND APPROVAL OF AN EXCEPTION TO SECTION 98-1071 OF THE NEW KENT COUNTY CODE BY WILLIAM FELTS, ON BEHALF OF OVERBITE PROPERTIES NKC, LLC., TO ALLOW A WAIVER FROM ADDITIONAL REQUIREMENTS IN THE COMMERCE CORRIDOR OVERLAY DISTRICT.

WHEREAS, William Felts, on behalf of Overbite Properties NKC, LLC., (the "Applicant") has submitted a request for an exception from Section 98-1071 of the New Kent County Code, dated June 9, 2025; and

WHEREAS, said request is to allow for an exception to additional requirements of the Commerce Corridor Overlay District; and

WHEREAS, specifically, the exception request is to waive the requirements that (1) all parking areas be paved with concrete, asphalt, or other similar material and that traditional curb and gutter systems (or alternative equivalents as approved by the county) be used in such areas and (2) that a sidewalk of no less than five feet of clear and unimpeded area be provided across the frontage of the property in all areas designated as Village in the New Kent County Comprehensive Plan; and

WHEREAS, the New Kent County Planning Commission has evaluated the exception request and finds that approval of the request would address, protect, and promote public convenience, necessity, general welfare, and good zoning practices in the County;

THEREFORE, BE IT RESOLVED that on this, the 21st day of July 2025, by the New Kent County Planning Commission, that the exception request submitted by William Felts, on behalf of Overbite Properties NKC, LLC., be forwarded to the New Kent County Board of Supervisors with a recommendation of approval, with the condition that in the event the gravel parking is surfaced with asphalt/concrete in the future, gravel diaphragms will be required along parking lot edges to ensure sheetflow characteristics are maintained.

Attested:

_____

Joseph Davis
Chair, New Kent County Planning Commission

Footnotes:
*--- (**21**) ---*
***Editor's note—** Ord. No. O-09-22, adopted June 13, 2022, renamed art. XXVIII from "Bottoms Bridge Corridor Overlay Regulations" to "Commerce Corridor Overlay Regulations."*

Sec. 98-1066. - Intent of article.

The intent of the Commerce Corridor Overlay District (CCOD) is to protect the aesthetic and visual character of land, public health, safety, and welfare by managing growth within the county's primary highway corridors. Specifically, this article is designed to:

(a) Ensure the continued viability of New Kent's primary corridors as economic development tools.

(b) Maintain the transportation safety of such corridors by managing access and visibility.

(c) Ensure the long term transportation efficiency of such corridors, which carry high volumes of commuter, and tourist traffic.

(d) Enhance the visual quality of such corridors, which, as points of entry into New Kent County, convey lasting impressions to residents and tourists.

(Ord. No. O-07-15, 7-6-2015; Ord. No. O-09-22, 6-13-2022)

Sec. 98-1067. - District boundaries.

The Commerce Corridor Overlay District (CCOD) shall include all lands within 500 feet on each side of the following arterial rights-of-way:

(a) New Kent Highway—State Route 249/30 (New Kent Highway from the intersection at State Route 60 (Pocahontas Trail) to the James City County boundary.

(b) Pocahontas Trail—State Route 60 (Pocahontas Trail) from the Henrico County boundary line to the James City County Boundary Line.

(c) Emmaus Church Road—State Route 106 (Emmaus Church Road) from Interstate I-64 Exit 211 south to Continental Can Road.

(d) Courthouse Road—State Route 155 (Courthouse Road) from its intersection with State Route 249 (New Kent Highway) to the Charles City County boundary line.

(e) Eltham Road—State Route 33 (Eltham Road) from Interstate I-64 Exit 220 to the Pamunkey River.

The Commerce Corridor Overlay District shall be shown on the official New Kent County zoning map and shall be delineated as a surveyed line on any property proposed for development.

(Ord. No. O-07-15, 7-6-2015; Ord. No. O-09-22, 6-13-2022)

Sec. 98-1068. - Application of article.

The requirements of this article shall be applicable to all development and redevelopment within the Commerce Corridor Overlay District requiring subdivision approval in accordance with chapter 91 of this Code, or a site plan prepared in accordance with article XXII of this chapter. In instances when a site plan is required for the expansion of an existing structure or use on a property, the zoning administrator shall determine if the provisions of this article are applicable. The requirements listed in this article are in addition to the requirements listed in the underlying zoning district article of this Code. Where multiple or conflicting regulations exist, the more strict regulation shall apply.

(Ord. No. O-07-15, 7-6-2015; Ord. No. O-09-22, 6-13-2022)

Sec. 98-1069. - Architectural, development and signage standards for all non-residential uses.

The compatible relationship of architecture along highways within the Commerce Corridor Overlay District is of critical concern for any structure or site improvements. The purpose and intent of these architectural guidelines and development standards is not to stifle innovative architecture or development, but to assure respect for and to reduce incompatible and adverse impacts on the visual experience from the rights-of-way.

(a) The architectural design of structures and their materials and colors shall be visually harmonious with the overall appearance, history, and cultural heritage of New Kent County, with natural landforms and existing vegetation. Specific consideration shall be given to compatibility with adjacent properties where such projects demonstrate the county's character. Design and architectural features shall demonstrate consistency with the following provisions:

(1)

Stucco, natural wood siding, brick, stone, decorative block, neutral colored cementitous siding or other materials with similar texture and appearance are considered appropriate to county character and shall be provided on the main building facades. Nationally recognized and/or trademarked colors, logos, pictures or similar type features may be permitted on the building facades, awnings or other complimentary architectural features with the approval of the zoning administrator. Vinyl siding, flat or corrugated metal and concrete block shall not be used for exterior siding material on any building, except that vinyl siding may be used as trim material. The exterior covering material shall extend to the ground, except that when a solid brick or masonry perimeter foundation is used, exterior covering material need not extend below the top of the foundation.

(2) No building facade (whether front, side or rear) will consist of architectural materials inferior in quality, appearance, or detail to any other facade of the same building. The intent of this requirement is not to preclude the use of different materials on different buildings' facades (which would be acceptable if representative of good architectural design), but rather to preclude the use of inferior materials on sides which face adjoining property and thus, might adversely impact existing or future development causing a substantial depreciation of property values.

(3) Not less than 16 percent of the total area of any facade visible from a public right-of-way (excluding work areas) shall consist of windows and doors.

(4) Large work area doors or open bays shall not open toward or face the public right-of-way.

(5) Heating, ventilating, and air conditioning equipment, duct work, air compressors and other fixed operating machinery shall be either screened from view with either a solid wall, solid fence or landscaping or located so that such items are not visible from the public right-of-way. Utility meters, aboveground tanks, satellite dishes, antennas, etc., shall be similarly treated.

(6) The exterior of the foundation walls shall be of brick or masonry construction, except when the exterior wall material extends to the ground in accordance with subsection 98-1069(a)(1).

(7) Fencing along the public right-of-way is discouraged, but if used, such fencing shall be landscaped to minimize visibility from the public right-of-way or be of a style which is harmonious with the rural, agricultural and historical character of the county. Chain link fences shall be prohibited.

(8) All loading spaces shall be located within the side or rear yards.

(9) Outside storage of equipment, materials, or supplies if permitted in the underlying district, shall be permitted only in the side or rear yards and shall be screened from view from the public right-of-way with fencing or landscaping.

(10)

All parking areas shall be paved with concrete or asphalt, or other similar material. Traditional curb and gutter systems (or alternative equivalents as approved by the county) shall be used around and within all such parking areas.

(11) Large trash receptacles, dumpsters and recycling bins, must be completely screened from view from the public right-of-way and any adjoining lot with a solid wall or solid fencing constructed with the building elevation materials referenced in subsection 98-1069(a)(1).

(12) A pedestrian way (sidewalk) of no less than five feet of clear and unimpeded area shall be provided across the frontage of the property in all areas designated as Village in the New Kent County Comprehensive Plan. All pedestrian ways must adjoin one another or connect.

(b) *Signage.* Notwithstanding the requirements of article V, division 8 of this chapter, all development proposed in the Commerce Corridor Overlay District shall be subject to the following additional requirements pertaining to signage:

(1) A comprehensive uniform sign plan shall be submitted to the county for approval in conjunction with the site plan submittal. All signs for a proposed development shall be of uniform size, color and design. The plan shall show the size, location, and uniform design for all signage proposed for the development.

(2) No roof signs shall be permitted, unless it can be demonstrated to the zoning administrator that a façade sign is not possible due to the design of the building. In these instances, a roof sign shall be allowed provided that no portion of the sign extends over or above the ridge line of the roof on which it is located. Roof signs shall be limited to a maximum of ten percent of the roof area on which it is located, or 200 square feet, whichever is less.

(3) Individual uses not located in a shopping center, office building or complex shall be subject to the following additional requirements regarding signage:

a. The total area for any free-standing sign shall not exceed 50 square feet;

b. The maximum height for any free-standing sign shall not exceed eight feet.

(4) Shopping centers, and office buildings or complexes that contain multiple businesses or tenants shall be subject to the following additional requirements regarding free-standing signs:

a. The total area for any free-standing sign shall not exceed 120 square feet;

b. The maximum height for any free-standing sign shall not exceed 16 feet or the height of the principal building, whichever is less.

(Ord. No. O-07-15, 7-6-2015; Ord. No. O-09-22, 6-13-2022)

Sec. 98-1070. - Process for approval of development.

A site plan shall be submitted for all development in the Commerce Corridor Overlay District. Such site plan shall comply with all relevant requirements established by the zoning, subdivision and other development ordinances in the County Code. Architectural plans containing building views from existing and proposed streets rendered in color with shadows shall be part of the submission.

In addition to showing the parcel or parcels proposed for development, the site plan shall also show all existing development and utility infrastructure within 250 feet of the proposal for the purpose of documenting interconnections and designs of streets, driveways, pedestrian ways, parking, and uses.

In reviewing individual site or subdivision plans within the CCOD, the zoning administrator shall consider the purposes and intent of the CCOD and the underlying designation contained in the comprehensive plan and shall make specific findings in support of the action taken. Plats and plans, upon approval, may be executed in any reasonable phased approach that provides for a rational extension of public infrastructure to serve the phases.

(Ord. No. O-07-15, 7-6-2015; Ord. No. O-09-22, 6-13-2022)

Sec. 98-1071. - Exceptions to additional development requirements.

Exceptions to the development requirements and standards specified in this article may be granted by the board of supervisors following a recommendation by the planning commission in accordance with the procedures set out in this section. The applicant for such exception shall provide the zoning administrator a letter stating their justification for the exception request to the standards of this article along with accompanying documentation including, but not limited to, proposed site design layout, architectural renderings, or signage plans. Upon receipt of all items deemed necessary by the zoning administrator, he shall prepare a staff report for the planning commission and board of supervisors for their review and consideration. Upon approval of an exception to the standards outlined in this article by the board of supervisors, the zoning administrator shall determine that that the approved development plan or plat is consistent with the board of supervisors' approval.

An exception may be granted if the board of supervisors make the following findings:

(a) That the exception is reasonably necessary due to physical constraints of the site, such as size, shape, topography, soils, or arrangement of existing improvements, that prevent construction in accordance with applicable standards without compromising the intent of this article, and that the exception is the minimum departure from applicable standards necessary to provide relief;

(b) That an exception would not unreasonably lower the level of service on affected roads;

(c) That the design and location of proposed on-site improvements are compatible with existing developed sites contiguous with and near to the site of the proposed development;

(d) That the granting of the exception will not substantially affect adversely the use of adjacent and neighboring property;

(e) That the granting of the exception will avoid the unnecessary replacement of existing landscaping and other improvements on site, if applicable, and will not result in unsafe circulation patterns on site; and

(f) That the granting of the exception will not endanger the public safety, or in any other respect impair the health, safety, comfort, and welfare of the inhabitants of the county.

(Ord. No. O-07-15, 7-6-2015; Ord. No. O-09-22, 6-13-2022)

BOARD OF SUPERVISORS
COUNTY OF NEW KENT
VIRGINIA

R-26-25

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 11th day of August 2025:

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

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

A RESOLUTION TO APPROVE AN EXCEPTION TO SECTION 98-1069 OF THE NEW KENT COUNTY CODE, MADE BY WILLIAM FELTS, ON BEHALF OF OVERBITE PROPERTIES NKC, LLC., TO ALLOW A WAIVER FROM ADDITIONAL REQUIREMENTS IN THE COMMERCE CORRIDOR OVERLAY DISTRICT AT 9101 BOULEVARD ROAD (TAX MAP 41A1-1-1 AND GPIN # E16-0026-4149).

WHEREAS, **Overbite Properties NKC, LLC.** (the "Property Owner") and William Felts on behalf of Overbite Properties NKC, LLC. (the "Applicant") has submitted an exception request pursuant to Section 98-1071 of the New Kent County code, dated June 9, 2025; and

WHEREAS, said request is to allow for an exception to additional requirements of the Commerce Corridor Overlay District; and

WHEREAS, specifically, the exception request is to waive the requirements that (1) all parking areas be paved with concrete, asphalt, or other similar material and that traditional curb and gutter systems (or alternative equivalents as approved by the county) be used in such areas and (2) that a sidewalk of no less than five feet of clear and unimpeded area be provided across the frontage of the property in all areas designated as Village in the New Kent County Comprehensive Plan.; and

WHEREAS, the request was considered by the New Kent County Planning Commission (the "Planning Commission") in accordance with applicable procedures at their meeting on July 21, 2025, where they voted 10:0:1 to forward a recommendation of approval to the Board of Supervisors with the condition that in the event the gravel parking is surfaced with asphalt/concrete in the future, gravel diaphragms will be required along parking lot edges to ensure sheetflow characteristics are maintained; and

WHEREAS, the Board of Supervisors find that approval of this waiver request would address, protect, and promote public convenience, necessity, general welfare, and good zoning practices in the County and the health, safety, and generals of the Citizens of the County; and

NOW THEREFORE, BE IT RESOLVED that on this, the 11th day of August 2025, by the New Kent County Board of Supervisors, that the exception request submitted by William Felts on behalf of Overbite Properties NKC, LLC. be, and it hereby is, approved with the condition that in the event the gravel parking is surfaced with asphalt/concrete in the future, gravel diaphragms will be required along parking lot edges to ensure sheetflow characteristics are maintained; and

BE IT FURTHER RESOLVED, that the County Administrator be, and he hereby, directed to have 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	Thomas W. Evelyn
County Administrator	Chair

COMMONWEALTH OF VIRGINIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by Rodney A. Hathaway, County Administrator and Clerk of the New Kent Board of Supervisors.

My Commission Expires: 12/31/2026
My Commission Number: 315272

_____
Notary

COUNTY OF NEW KENT
COMMONWEALTH OF VIRGINIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by Thomas W. Evelyn, Chairman of the New Kent Board of Supervisors.

My Commission Expires: 12/31/2026 _____
My Commission Number: 315272 Notary

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: 8/11/2025

PRESENTATIONS

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	authorize the County Administrator to execute the proposed agreement with Michael Baker International/New Paradigm Planning, in a form approved by the County Attorney, for streetscape evaluation and recommendations as described in the proposal and at a cost not to exceed $139,460.
Subject	**New Kent County Streetscapes Consultant Agreement Approval** - *Department of Transportation Development Director Amy M. Inman*
Issue	New Kent County is looking for assistance in the evaluation, planning, and recommendations of streetscape modifications for two sites in the County: Virginia Route 33 in Eltham, just west of West Point (Figure 1 in attached proposal), and Virginia Route 155 and US Route 60 in Providence Forge (Figure 2 in attached proposal).
Recommendation	Approval
Fiscal Implications	The Consultant team will perform the services described in the Scope of Services for a fee not to exceed the amount of $139,460 based on the labor classification, estimated hours and fixed billable rates and expenses. A breakdown of the fee is shown in the attached proposal. Professional services funding to cover this cost is available in the Department of Transportation Development FY26 budget. No additional funding is requested at this time.
Policy Implications	
Legislative History	
Discussion	There is considerable variability in the availability, condition, and locations of sidewalk and inconsistency in the overall multimodal interconnectivity in these corridors. Upon careful evaluation of the existing conditions and needs, which will be augmented by discussions with stakeholders, business owners, and residents in the area, New Kent is seeking design alternatives for the streetscapes, planning cost estimates, lighting and landscaping plans, and visual renderings of recommendations with the intent of seeking funding via state and/or regional sources. Services of Michael Baker International and New Paradigm Planning will be contracted through a PlanRVA cooperative procurement agreement for on-call services. A copy of that master agreement is attached.

Time Needed:		Person Appearing:	Department of Transportation Development Director Amy M. Inman
Request prepared by:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			

ATTACHMENTS:

Description	Type
New Kent County Streetscapes Proposal (PDF)	Presentation
On-Call Services - Master Agreement	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	7/28/2025 - 8:39 AM
Administration	Hathaway, Rodney	Approved	7/29/2025 - 9:57 AM
Attorney	Hefty, Brendan	Approved	8/4/2025 - 12:15 PM

Project Title: New Kent County Streetscapes
Proposal Description: Streetscape Evaluation and Recommendations
Firm: Michael Baker International

May 30, 2025

SCOPE OF WORK

PROJECT UNDERSTANDING:
New Kent County is looking for assistance in the evaluation, planning, and recommendations of streetscape modifications for two sites in the county: Virginia Route 33 in Eltham, just west of West Point (Figure 1), and Virginia Route 155 and US Route 60 in Providence Forge (Figure 2). There is considerable variability in the availability, condition, and locations of sidewalk and inconsistency in the overall multimodal interconnectivity in these corridors. Upon careful evaluation of the existing conditions and needs, which will be augmented by discussions with stakeholders, business owners, and residents in the area, New Kent is seeking design alternatives for the streetscapes, planning cost estimates, lighting and landscaping plans, and visual renderings of recommendations with the intent of seeking funding via state and/or regional sources.

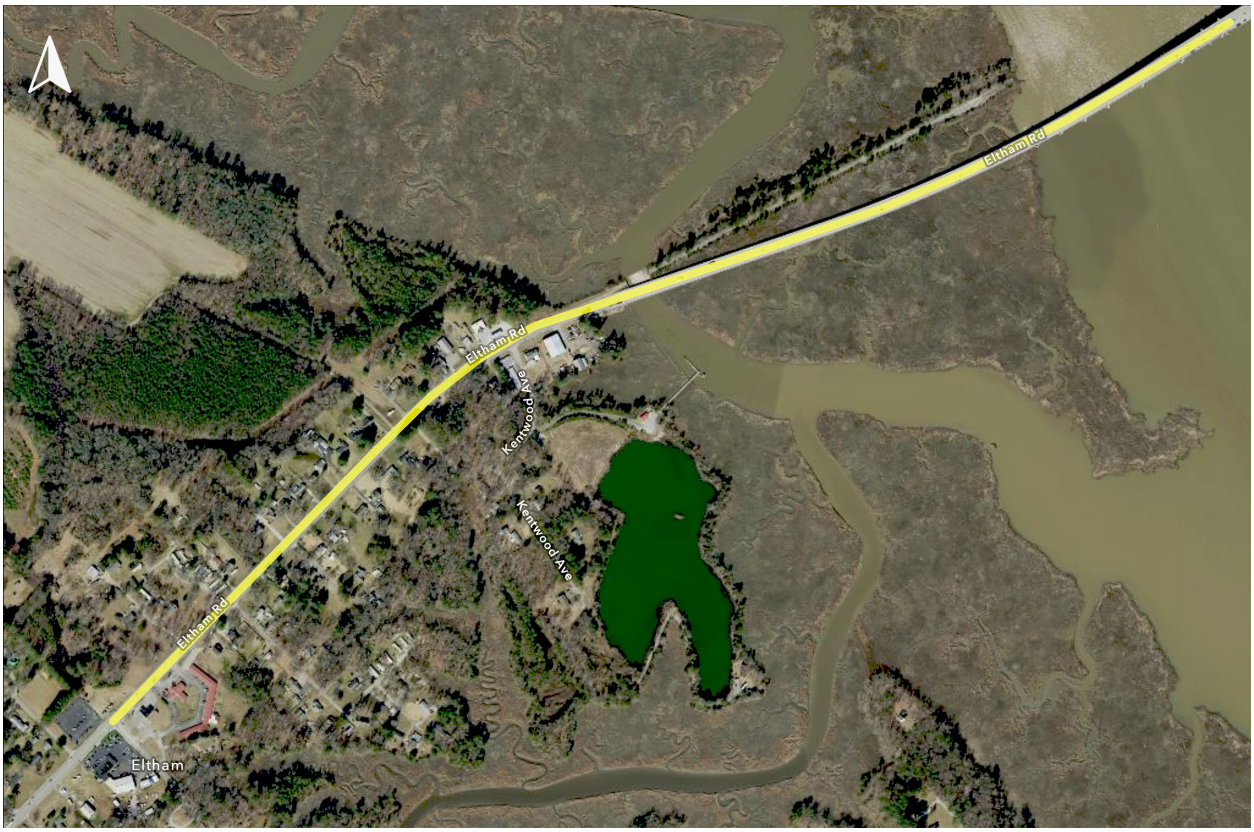


Figure 1. Eltham Project Area

Figure 2. Providence Forge Study Area

APPROACH SUMMARY:

The planning process for these streetscape projects is expected to be comprehensive, building upon successive steps while engaging the community and stakeholders at key moments. The first step will be evaluation of each corridor which will include field visits to each site, research into the extents of the rights-of-way and the local and state regulations at play (including relevant past planning efforts), and documentation of goals and objectives. The second step will include the development of design alternatives that will include different configurations for pedestrian facilities, amenities, landscaping enhancements, and other relevant corridor modifications. These design alternatives will be paired with landscaping and lightning plans. Finally, with collaboration from New Kent County officials and staff, the project team will make modifications and recommendations and provide both planning level cost estimates and renderings/visualizations of the recommended designs. During each step of the process, there will be engagement with the community to get feedback on the progress, gauge buy-in and adjust as needed.

The tasks below apply to both streetscape projects, Eltham and Providence Forge, and both projects will run in parallel.

TASK 1.0: Project Management

This task consists of time required to administer the project addressing contract matters, internal project coordination, coordination with New Kent Conty, supervision and general quality control, and project management responsibilities consisting of project organization and scheduling. This task also includes hours to attend bi-weekly meetings with staff for the duration of this task.

Task 1.0 Deliverables

- Monthly Status Updates
- Bi-weekly meetings

TASK 2.0 Engagement and Outreach
The goal of this task is to build consensus among stakeholders such as property owners, businesses and residents in the area about the preferred improvements and foster a base of support for the projects that can be sustained throughout this planning effort and through future funding and implementation phases.

This will be accomplished through a series of three rounds of meetings in each project area with the general approach of the following:

Round 1: Issues, opportunities & goals – asking what improvements are desirable, fundable and buildable and what goals should guide the planning process.

Round 2: Draft alternatives – reviewing draft plan alternatives and working out preferences and design details

Round 3: Draft plans - reviewing the draft vision for each area with plans, visualizations and project details and sharing any refinements needed.

The detailed deployment of these meetings will be worked out in consultation with County staff based on their understanding of the local context for each area. However, our assumptions are that these will consist of 4-6 site visits by the consultant team (allowing for the possibility of holding two, consecutive, project meetings in one visit) that take a full day with morning/afternoon meetings with business owners or other stakeholders and an afternoon/evening "drop in" session to share plans and sketches with any interested members of the public.

- Draft plans, sketches and analysis materials to share at meetings.

Task 2.0 Deliverables
- Stakeholder committee list
- Three sets of in-person meetings, one specific to each project area, including relevant materials for the current task, which may include draft plans, sketches, analysis materials.

TASK 3.0: Site Evaluation
The project team will perform a desktop review of existing conditions to establish a baseline for each of the project areas, including examination of underlying land use, zoning, relevant planning documents and studies, and other relevant data (e.g., AADT, safety metrics, etc). With this baseline developed, the project team will develop a profile of each project area that will include context-specific goals, concerns, needs, opportunities, and potential obstacles which will be followed by at least one field visit to each site to document existing conditions and perform high-level assessments of feasibility of initial ideas or concepts. These field visits can be scheduled to coincide with meetings with New Kent County and the stakeholder committee to discuss initial observations and thoughts. This will help the team not only anticipate future issues that will require mitigation but also anticipate the questions and comments from the public at later meetings. Based on the gathered data, research, documentation, and public input, the team will put together an assessment of each project study area/corridor. This technical memorandum will serve as the baseline of information from which the team moves forward with design alternatives.

Assumptions: New Kent County will provide the project team with right-of-way dimensions and/or property line data as well as copies of any local plans or studies.

Task 3.0 Deliverables
- At least one (1) field visit to each site coupled with an in-person steering committee meeting
- Technical memorandum covering the existing conditions and site evaluation in both project corridors, including a list of potential concerns, needs, opportunities, or barriers to consider during the

development of alternatives. Memo will include relevant data collection, research, and maps as needed to detail the findings.

TASK 4.0: Development of Alternatives

The work done in both our desktop and field reviews, data collection, and engagement with residents and stakeholders will give the project team a foundation on which to begin developing alternatives for the corridor. This work will follow a fundamental planning approach: We will build the alternatives comprehensively through a careful evaluation of State and County regulations, County policy objectives, and public input. Our multidisciplinary team will bring a planning, engineering, and landscape architectural perspective to the alternatives and our iterative approach will ensure that the options presented to New Kent County and the stakeholder committee balance all three approaches.

The project team will develop two (2) alternatives for each project area for a total of four (4) alternatives. These alternatives will be illustrated through the appropriate graphic techniques and technologies to ensure that they are useful and easy to understand for both technical and lay audiences. The alternatives, while not final, will be detailed enough to infer potential impacts and order of magnitude cost estimates (e.g., the cost of a road diet versus the cost of utility relocation). As outlined in Task 2.0, these alternatives, once discussed with the County, will be brought to the stakeholders for comments and questions before the alternatives are refined as needed. Our approach to alternatives development will focus on two general areas as described below.

Right-of-Way Alternatives Development

The consultant team will provide the recommended cross-section details based on VDOT's Complete Streets Guide Appendix A(1) and AASHTO guidance. The team will utilize existing data provided by VDOT's Pathway's to Planning Database (P4P) to determine minimum requirements. No data, such as traffic counts or traffic operational analyses, will be collected or performed by the consultant team, but New Kent County or VDOT may provide any supplemental data to inform this process.

Any new pedestrian or cycling crossings at intersections or mid-block will be identified with the stakeholder working group. Information from VDOT P4P will be used to inform this process. IIM-TE-384.1: Pedestrian Crossing Accommodations at Unsignalized Locations will be used at locations without intersection controls.

The preliminary analysis will generate a rough order of magnitude by using VDOT's Similar Project Estimates by Cost Category (SPECC) tool. Right-of-way and utility impacts will not be provided in this task.

Landscaping and Lighting Alternatives Development

Based on the information collected in tasks 2.0 and 3.0 and discussions with the project stakeholder committee, the project team will develop an initial set of alternatives for landscaping and lighting in the project areas. These project areas are notable in that they have inconsistent multimodal accessibility while being relatively high-traffic areas. One of the overarching goals of landscape architecture, including lighting recommendations, in this context would be to make a roadway environment complementary to the form and character of the surrounding community while ensuring the area's commercial and residential uses are supported by multiple transportation modes, including bicycles and pedestrians. This includes developing recommendations with streetscape elements that encourage walkability, linking communities through non-motorized transportation, and promoting community stabilization.

The other overarching goal (which can overlap with the first) is placemaking. Providence Forge and Eltham are communities in New Kent with a concentration of a variety of land use, activity centers within an otherwise low density rural community. The collection of restaurants, commercial shops and services, and other uses make them destinations with a variety of roles within the community. Our strategy for placemaking will stem from an understanding of the different roles, the important connections that exist and can be highlighted (e.g.,

Eltham's connection to West Point), and recommendations to improve safety, signage, wayfinding, and accessibility to local businesses.

Figure 3. Example of a streetscape plan for an intersection.

Task 4.0 Deliverables

- Two (2) alternatives for each project area (four [4] total) that show recommendations for pedestrian/multimodal facilities within the corridors, and other modifications as necessary. Each alternative will include:
    - Cross-sections and preliminary analysis with order of magnitude cost estimates and potential utility and right-of-way impacts
    - High-level visualizations of infrastructure improvements with general landscape and lighting recommendations

TASK 5.0 Recommendations and Implementation

One (1) of each project area's alternatives developed in Task 4.0 will be forwarded to be further developed resulting in two (2) preferred alternatives. These final concepts will include detailed concept design, cost estimating, and right-of-way and utility assessments for potential funding applications, such as SMART SCALE. The consultant team will identify any other grant requirements with the appropriate grantor at time of task initiation. Any additional requirement outside the scope will be noted with New Kent County.

Michael Baker will advance and refine key elements of each of the preferred alternatives to a level that will allow for the development of a project budget. These concept drawings will be of sufficient detail to be used in support of SMART SCALE application or similar. Michael Baker will prepare detailed project cost estimates with major line-item estimates using District and Statewide averages, local adjustments. Baker will default to using the average District cost rate unless otherwise specified by the New Kent County and/or the VDOT District L&D group. A Cost Estimating Workbook (CEWB) estimate will be provided based on the concept designs. The consultant will develop right-of-way and utility cost estimates based on data provided by New Kent County's GIS database and VDOT's PCES tool. The consultant will document right-of-way square footage impacts and impact utilities. Preliminary and final estimates will be submitted to New Kent County for their review.

Michael Baker will submit a DRAFT and FINAL concept for each preferred alternative.

As part of the final recommendations, the project team will develop three dimensional visualizations of the final plans for each site. These visualizations will be both aerial and street-level renderings to give audiences a real sense of what the improvements could look like and how they will enhance individual sites and the whole area.

For each site, the team will develop a 2D colored site plan showing the layout of pedestrian/bike facilities, lighting and landscaping, and a 3D aerial view showing an overview of the most important portions of the site in SketchUp or similar rendering software. For each site, the team will also develop a street-level photo simulation showing before and after views of what the area would look like from the ground (see Figure 3).

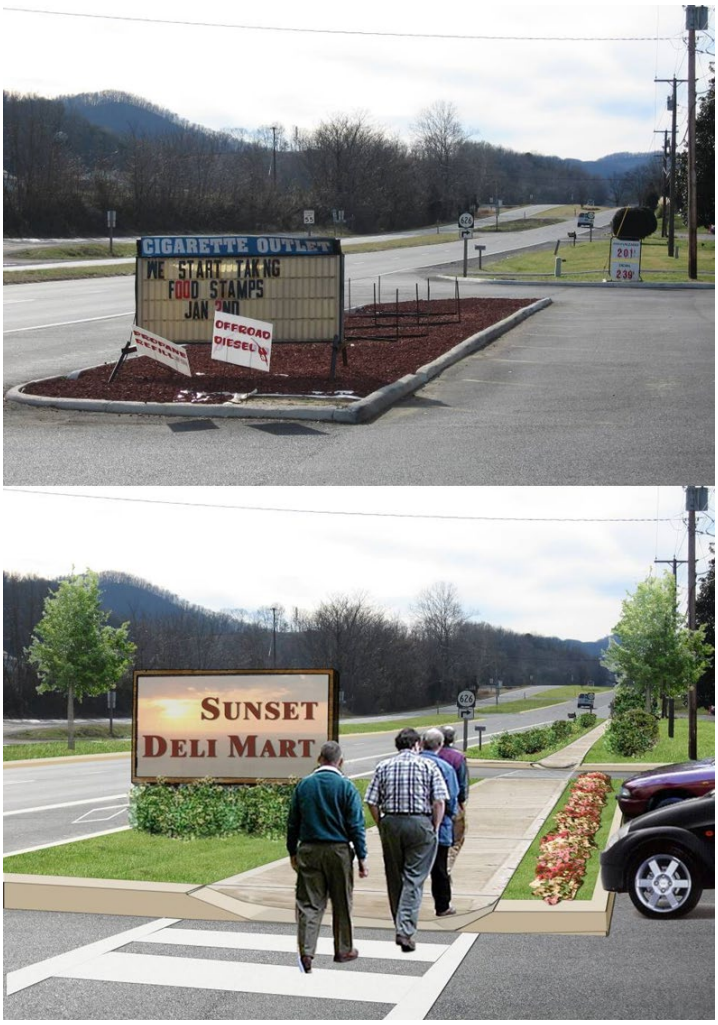
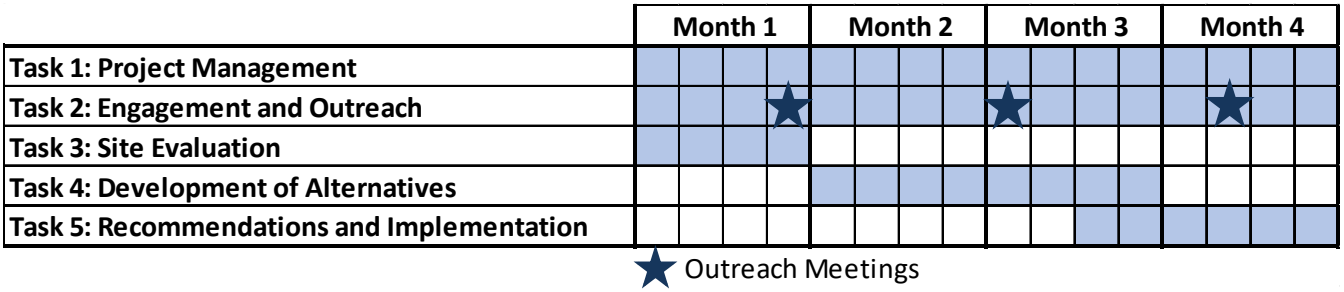


Figure 4. Example of a before and after street-level photo simulation.

Task 5.0 Deliverables

- One (1) draft and final concept for each project area (two [2] total) that show final recommendations for pedestrian/multimodal facilities within the corridors, and other modifications as necessary. Each alternative will include:
    - Draft and final concept exhibits for each preferred alternative
    - Draft and final Basis of Design Memoranda for each preferred alternative
    - Draft and final project estimates for each preferred alternative
    - Draft and final landscaping and lighting plans
    - Street-level photo simulations of various perspectives within the corridor
    - 3D visualizations of the corridor with recommended enhancements

TASK ORDER SCHEDULE:



STAFFING:

PERSON	PROJECT ROLE
Brad Shelton (MBI)	Project Manager
Josh Mallow (MBI)	Planner III
Desmond Smallwood (MBI)	Planner II Outreach and Engagement
Eric Asplund (MBI)	Planner I Outreach and Engagement
Jacob Thornton (MBI)	GIS Manager
Dan Scolese (MBI)	Engineering Lead
Matt Orensky (MBI)	Engineer III
Ivana Vukovic (MBI)	Engineer II
Rakim Yarbrough (MBI)	Engineer II
John Fennell (MBI)	Landscape Architect Lead
Brian Clay (MBI)	Landscape Architect III
David Clifton (MBI)	Landscape Architect III
Dorielle Brashears (MBI)	Landscape Architect I
Nour Khudr (MBI)	Complete Streets/Engineer III
Dawn Stephens (MBI)	Administrative Support
Vlad Gavrilovich (NP)	Outreach and Engagement Lead

ESTIMATED TOTAL TASK ORDER COST:
The Consultant team will perform the services described in the Scope of Services for a fee not to exceed the amount of $139,460 based on the labor classification, estimated hours and fixed billable rates and expenses. A breakdown of the fee is shown in Attachment A.

ESTIMATED TASK ORDER COST BY FIRM:

FIRM	BUDGET	PERCENTAGE
Michael Baker International	$124,760	89% of total
New Paradigm	$14,700	11% of total
TOTAL	$139,460	100%

COST BREAKDOWN

New Kent County Streetscape TA
Cost Estimate

SUMMARY OF COSTS
Firm: Michael Baker International
5/29/2025

Tasks	MBI Hours	MBI Costs*	NP Hours	NP Costs*
Task 1: Project Management	36	$7,007	0	$0
Task 2: Engagement and Outreach	72	$11,039	102	$14,280
Task 3: Site Evaluation	144	$20,806	0	$0
Task 4: Development of Alternatives	242	$37,494	0	$0
Task 5: Recommendations and Implementation	332	$47,040	0	$0
Direct Costs		$1,375		$420
TOTAL LABOR PER FIRM	**826**	**$123,385**	**102**	**$14,280**
Total Cost per Firm		**$124,760**		**$14,700**
TOTAL ESTIMATED COST				**$139,460**

**All labor costs are based on approved fixed hourly rates that encompass all direct labor, salary burden, overhead, and fee.*

New Kent County Streetscape TA
Cost Estimate

Firm: Michael Baker International
5/29/25
LABOR COSTS @ APPROVED FIXED HOURLY RATES (Rates include burden, overhead, and fee)

	WORKHOURS BY EMPLOYEE CLASSIFICATION AND TASK																
	Project Manager	Planner	Planner	Planner	GIS Manager	Engineer	Engineer	Engineer	Engineer	Landscape Architect	Landscape Architect	Landscape Architect	Landscape Architect	Complete Streets	Admin	Total Cost By Task	Total Workhours By Task
Tasks	B. Shelton	J. Mallow	D. Smallwood	E. Asplund	J. Thornton	I. Vukovic	D. Scolese	M. Orensky	R. Yarbrough	J. Fennell	B. Clay	D. Clifton	D. Brashears	N. Khudr	D. Stephens		
Task 1: Project Management	24														12	$ 7,007.28	36
Task 2: Engagement and Outreach	24		24	24												$ 11,039.28	72
Task 3: Site Evaluation	4		24	18	24	12				2	8	24	16	12		$ 20,805.56	144
Task 4: Development of Alternatives	12	12	24	18	24	24	4	48		2	24	8	16	26		$ 37,493.62	242
Task 5: Recommendations and Implementation	12	12	24	18	24		8	72	96	2	8	8	24	24		$ 47,039.72	332
Total Hours	76	24	96	78	72	36	12	120	96	6	40	40	56	62	12		**826**
Fixed Hourly Rates	$ 251.02	$ 156.05	$ 118.29	$ 90.66	$ 157.77	$ 149.96	$ 191.05	$ 161.07	$ 112.28	$ 241.14	$ 170.76	$ 170.52	$ 103.36	$ 179.17	$ 81.90		
Labor Cost	$19,078.00	$3,745.00	$11,356.00	$7,071.00	$11,359.00	$5,399.00	$2,293.00	$19,328.00	$10,779.00	$1,447.00	$6,830.00	$6,821.00	$5,788.00	$11,109.00	$983.00	**$ 123,385.46**	

NONSALARY DIRECT COSTS			
Item	Units		Cost
Travel	1,250	miles @$0.70	$875
Lodging			$0
Subsistence			$0
Vendor Reproduction (Display boards, reports)			$500
Public Outreach Accessibility Services and Supplies			
Shipping			
Printing (business & notecards, flyers, photos, stickers)			
Supplies (binders, folders, etc.)			
			$1,375

TOTAL COST COMPUTATION THIS TASK	
Item	Cost
A. Labor Cost	$ 123,385.46
B. Direct Costs	$1,375
TOTAL COST this Firm	**$ 124,760.46**

New Kent County Streetscape TA
Cost Estimate

Firm: New Paradigm Planning
5/29/25
LABOR COSTS @ APPROVED FIXED HOURLY RATES (Rates include burden, overhead, and fee)

	WORKHOURS BY EMPLOYEE CLASSIFICATION AND TASK					
					Total	Total
	Outreach				Cost	Workhours
	Manager				By Task	By Task
Tasks	V. Gavrilovic					
Task 1: Project Management					$ -	0
Task 2: Engagement and Outreach	102				$14,280.00	102
Task 3: Site Evaluation					$ -	
Task 4: Development of Alternatives					$ -	0
Task 5: Recommendations and Implementation					$ -	0
Total Hours	102					**102**
Fixed Hourly Rates	$ 140.00					
Labor Cost	$14,280.00				**$ 14,280.00**	

NONSALARY DIRECT COSTS				TOTAL COST COMPUTATION THIS TASK	
Item	Units		Cost	Item	Cost
Travel	600	miles @$0.70	$420	A. Labor Cost	$ 14,280.00
Lodging			$0	B. Direct Costs	$420
Subsistence			$0		
Vendor Reproduction (Display boards, reports)			$0		
Public Outreach Accessibility Services and Supplies					
Shipping					
Printing (business & notecards, flyers, photos, stickers)					
Supplies (binders, folders, etc.)					
			$420	**TOTAL COST this Firm**	**$ 14,700.00**

MASTER AGREEMENT

Multi-Year Agreement for On-Call Services

RFP#24-01

BETWEEN:
Richmond Regional Planning District Commission (PlanRVA or COMMISSION)
424 Hull Street, Suite 300
Richmond, Virginia 23224
Phone: (804) 323-2033

And

Michael Baker International

SECTIONS:

GENERAL TERMS AND CONDITION (SECTION 1) 4
CERTIFICATION OF INSURANCE (SECTION 2) 16
REQUEST FOR PROPOSAL (SECTION 3) 17
PROJECT PROPOSAL (SECTION 4) 42

AWARDED TASK ORDERS (EXHIBIT 5)—As issued

MASTER AGREEMENT: ON-CALL SERVICES AGREEMENT

This agreement ("AGREEMENT") is entered into 09/23/2 between the Richmond Regional Planning District Commission ("COMMISSION"), a political subdivision of the Commonwealth of Virginia and a body politic, and _____ ("CONTRACTOR"). PlanRVA and CONTRACTOR are collectively referred to as "PARTIES."

WITNESSETH:

WHEREAS, the COMMISSION, desires to retain the CONTRACTOR to perform, on an as-needed basis, certain services described in a Request for Proposal entitled "Request for Proposals Richmond Regional Planning District Commission Multi-Year Agreement for On-Call Services, RFP #24-01; and

WHEREAS, CONTRACTOR has been determined to offer the expertise, knowledge and ability to provide the services set forth herein and in the referenced and attached documents; and

WHEREAS, COMMISSION wishes to make this contract available to other governmental agencies via cooperative procurement, pursuant to § 2.2-4304(B) of the Code of Virginia.

WHEREAS CONTRACTOR was selected for inclusion in the COMMISSION's on-call program for on-call services after a duly performed competitive process; and

WHEREAS, COMMISSION desires to hire CONTRACTOR specific services described in subsequent task orders;

THEREFORE, in consideration of the mutual Agreements contained in this AGREEMENT and the terms and conditions set forth below and in the referenced and attached documents, it is hereby AGREED between the PARTIES as follows:

1.0 GENERAL TERMS AND CONDITIONS

This AGREEMENT shall be subject to the "General Terms and Conditions", attached as Exhibit 1, and incorporated into this AGREEMENT.

2.0 All services shall in all ways comply with the specifications set forth in the Request for Proposals for On-Call Services, attached and incorporated into this AGREEMENT as Exhibit 3.

3.0 COOPERATIVE CONTRACT

This request for proposals and the pricing and terms of the resulting contract will be made available and extended to other public bodies that rely upon this cooperative procurement. This contract is available to member jurisdictions of the COMMISSION and other Virginia public bodies and agencies for the cooperative procurement of the services procured, pursuant to § 2.2-4304(B) of the Code of Virginia. To utilize this contract, other governmental agencies shall enter into their own contract with the CONTRACTOR at contract prices, in accordance with the terms and conditions and specifications.

4.0 PRICING & PAYMENT

All pricing and payment shall be as set forth in each Task Order response for each awarded project and included as an attachment to this AGREEMENT.

5.0 WARRANTIES AND TITLE

CONTRACTOR warrants that it has free and clear title, without encumbrance of any kind to goods/services set forth in this AGREEMENT and all attachments, and that it has the lawful right to dispose of, provide and/or sell goods/services in this AGREEMENT.

For the purposes of this agreement, warranty shall mean performing in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Consultant.

6.0 AGREEMENT DOCUMENTS

This AGREEMENT includes the following Agreement Documents:

a. General Terms and Conditions, Exhibit 1
b. Certificate of Insurance, Exhibit 2
c. Request for Proposal, Exhibit 3
d. Response Proposal, Exhibit 4

Any subsequent Task Orders issued and awarded pursuant to this AGREEMENT shall be included as additional attached Exhibits.

7.0 MERGER

CONTRACTOR and COMMISSION agree that the Agreement Documents set forth in the previous paragraph contain the entire Agreement between the PARTIES and that any previous representation or Agreement, in writing or otherwise, is hereby superseded and made null and void. All amendments to this AGREEMENT shall be in writing with the notice provided as set forth in the General Terms and Conditions, attached as Exhibit 1.

8.0 CHOICE OF LAWS AND VENUE

Any and all disputes of any kind related to this AGREEMENT shall be brought before the City of Richmond Circuit Court and determined under the Laws of the Commonwealth of Virginia

IN WITNESS WHEREOF, the PARTIES hereby set their signature to this AGREEMENT on 09/23/24, 2024.

Richmond Regional Planning District Commission:

By: Martha Shickle (Sep 23, 2024 08:53 EDT)
Martha Shickle

Title: Executive Director

Contractor: Michael Baker Inter

By: Lorna Parkins (Sep 23, 2024 08:50 EDT)

Title: Office Executive

Approved as to form: _____

Eric Gregory, Legal Counsel

CERTIFICATION: I, Lorna Parkins, certify by my signature above that I am the duly authorized agent of Michael Baker Internationa, (CONTRACTOR NAME) and have all right and authority to represent Michael Baker Internationa, (CONTRACTOR NAME) and to enter into this AGREEMENT.

SECTION 1

GENERAL TERMS AND CONDITIONS

I.1 DEFINITIONS

I.1.1 "Contract Manager" means leadership of Richmond Regional Planning District Commission who is responsible for the On-Call contract.

I.1.2 "Project Manager" means the person who is assigned by the Commission to administer and direct the individual Task Order issued under this Contract.

I.1.3 "Duly authorized representative" means any person authorized in writing by the Contract Manager to act in connection with this AGREEMENT.

I.1.4 "Purchasing Agent" means Richmond Regional Planning District Commission.

I.1.5 "Task Order" means the work specifically awarded to the Contractor through this AGREEMENT for the Richmond Regional Planning District Commission

I.1.6 "Contractor" shall mean: Vendor selected to perform the work.

I.2 AGREEMENT PERIOD

The term of this AGREEMENT shall commence effective 09/23/24 2024 and continue through the next four fiscal years, expiring on June 30, 2029.

I.3 COMPLIANCE WITH LAWS

CONTRACTOR shall at all times observe and comply with all laws, ordinances and regulations of the federal, state and local government, which may in any manner affect the performance of this AGREEMENT, including, without limitation, the Commonwealth of Virginia Building Codes.

Procedures for Agreement disputes, appeals, and protests shall be governed by the Virginia Public Procurement Act, where applicable.

I.4 TAXES

The Richmond Regional Planning District Commission is exempt from excise taxation by virtue of exemption certificate No. 546020697. Completion of such documents as may be necessary will occur for CONTRACTOR to comply with applicable tax laws and regulations.

The price or prices quoted herein shall include all other federal and state, direct and indirect taxes which apply.

I.5 NOTICE

All communications and notices provided for herein shall be in writing, delivered personally or by certified mail, to CONTRACTOR by name and address listed on the proposal; to the CONTRACT MANAGER and the assigned Project Manager by name and address listed on the cover here and to:

Diane Fusco
Contract Manager
Richmond Regional Planning District Commission (COMMISSION or PlanRVA)
424 Hull Street, Suite 300
Richmond, Virginia 23224

I.6 NONDISCRIMINATION

During the performance of this AGREEMENT, CONTRACTOR agrees as follows:

I.6.1 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, creed, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of CONTRACTOR. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

I.6.2 CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, will state that such CONTRACTOR is an equal opportunity employer.

I.6.3 Notices, advertisements and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

I.6.4 CONTRACTOR shall comply with the provisions of the Americans with Disabilities Act (ADA)of 1990, including the accessibility guidelines for pedestrian facilities in public rights-of-way (PROWAG or guidelines) issued under Title II of the ADA and effective September 3, 2024, which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities. PROWAG guidelines serve as the technical basis of enforceable standards issued by the General Services Administration under the Architectural Barriers Act of 1968, as amended, and would ensure that facilities used by pedestrians such as sidewalks and crosswalks constructed or altered in the public right-of-way by Federal, state and local governments using Federal funds are readily accessible and usable by pedestrians with disabilities.

I.6.5 CONTRACTOR will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

The Contractor will comply with the acts and regulations relative to non-discrimination which are herein incorporated by reference and made a part of this AGREEMENT. During the performance of this AGREEMENT, the CONTRACTOR, for itself, its assignees, and

successors in interest (herein referred to as the CONTRACTOR) agrees as follows:

I.6.6 The contractor will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

I.6.7 The CONTRACTOR, with regard to the work performed by it during the AGREEMENT, will not discriminate on the grounds of race, color, or national origin in the selection and retention of a subcontractor, including procurements of materials and leases of equipment. The CONTRACTOR will not participate directly or indirectly

I.6.8 In all solicitations, either by competitive bidding, or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the CONTRACTOR of the CONTRACTOR's obligations under this AGREEMENT and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

I.6.9 The CONTRACTOR will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the COMMISSION or federal or state or local funder to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR will so certify to the COMMISSION and will set what efforts it has made to obtain the information.

i.6.10 In the event of CONTRACTOR's noncompliance with the Non-discrimination provisions of this AGREEMENT, the COMMISSION will impose such AGREEMENT sanctions as it may determine to be appropriate, including, but not limited to:

I.6.10.1 Withholding payment to the CONTRACTOR under the AGREEMENT until the CONTRACTOR complies; and/or

I.6.10.2 Cancelling, terminating, or suspending an AGREEMENT, in whole or in part.

I.6.11 CONTRACTOR will include the provisions of the above paragraphs (I.6.6 through I.6.11) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The CONTRACTOR will take action with respect to any subcontract or procurement as the COMMISSION may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONTRACTOR becomes involved in, or is threatened by litigation by a subcontractor, or supplier because of such direction, the CONTRACTOR may request the COMMISSION to enter into any litigation to protect the interests of the COMMISSION. IN addition, the CONTRACTOR may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this AGREEMENT, the CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as CONTRACTOR) agrees to comply with the following Non-discrimination statutes and authorities; including but not limited to the following Non-Discrimination Authorities:

I.6.12 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252),

(prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

I.6.13 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42. U.S.C. § 4601), (prohibits unfair treatment of persons displaced or while property has been acquired because of Federal or Federal-aid programs and projects);

I.6.14 Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

I.6.15 Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27);

I.6.16 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

1.6.17 Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin or sex);

I.6.18 The Civil Rights Restoration Act of 1987, (*PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

I.6.19 Titles I and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by the Department of Transportation Regulations at 49 C.F.R. Parts 37 and 38;

I.6.20 The Federal Aviation Administration's Non-discrimination statue (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

I.6.21 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low- income populations.

I.6.22 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (79 Fed. Reg at 74087 to 74100);

I.6.23 Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

I.7 DRUG-FREE WORKPLACE

CONTRACTOR agrees to (i) provide a drug-free workplace for CONTRACTOR'S employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution,

dispensation, possession, or use of a controlled substance or marijuana is prohibited in CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR that CONTRACTOR maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Agreement awarded to a CONTRACTOR in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the AGREEMENT.

1.8 PRICE, PAYMENT, AND SERVICES

1.8.1 The total cost for the Services under any Task Order issued pursuant to this AGREEMENT shall be agreed upon mutually.

1.8.2 Payment for services provided under this AGREEMENT shall be based solely on the terms specified in the subject task order.

1.8.2.1 **Payment Schedule**

The CONTRACTOR shall make application for payment as defined in the terms of each specified task order. The COMMISSION shall make payment upon review and acceptance of the work submitted in each Application for Payment. The COMMISSION will make payments to CONTRACTOR in thirty (30) days after invoice receipt, verification and acceptance of each invoice. COMMISSION shall notify CONTRACTOR of any disputed amount within fifteen (15) days from date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. In the event of a legal action for invoice amounts not paid, reasonable attorneys' fees, court costs, and other related expenses shall be paid to the prevailing party.

1.8.3 The Minimum services provided shall be set forth in the Task Order description and shall be of like kind to those services requested in Exhibit 3.

1.8.4 When Additional Work, Time and/or Expenses are required to fulfill the objectives of a given Task Order, the CONTRACTOR will prepare a "Change Order" describing the additional work and/or expenses, the cause of the additional work and/or expenses. These services and/or expenses shall be reviewed and authorized by the COMMISSION. The CONTRACTOR shall not proceed with additional work, time and/or expenses until the COMMISSION authorizes them in writing.

1.9 STANDARD OF CARE

CONTRACTOR shall perform the services herein described expeditiously and diligently and in accordance with the standard of care and skill ordinarily exercised under similar conditions by reputable members of its profession or trade practicing in the same or similar locality within the Commonwealth of Virginia existing as of the date such services are provided and in accordance with all applicable laws, codes, and regulations in effect as of the

date such services are provided.

I.10 QUALITY CONTROL AND INSPECTION

I.10.1 COMMISSION, by its Procurement Manager, or any person whom he or she shall designate, shall have a right to inspect any services and/or products supplied by CONTRACTOR in carrying out this AGREEMENT.

I.10.2 COMMISSION does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this AGREEMENT.

I.10.3. CONTRACTOR shall be responsible for the agreed quality and standards of all materials, components, or completed work furnished under this AGREEMENT up to the time of final acceptance by COMMISSION.

I.10.4. Completed work not complying with the requirements of this AGREEMENT shall be rejected by the Procurement Manager and shall be corrected by CONTRACTOR at no cost to COMMISSION.

I.11 DELIVERABLES

Services shall be completed to the satisfaction of COMMISSION by the date specified in this AGREEMENT. Completed services not complying with the requirements of this AGREEMENT will be rejected by the Procurement Manager and shall be corrected by CONTRACTOR at no cost to COMMISSION. In case of failure to complete services in accordance with the terms and conditions of this AGREEMENT, COMMISSION, after due oral or written notice, may perform the services and/or have the services performed and hold CONTRACTOR responsible for any resulting additional purchase and administrative costs; provided, that if public necessity requires the use of nonconforming services, they may be accepted and payment shall be made at a reduction in price determined by reasonable price concept. This remedy shall be in addition to any other remedy which COMMISSION may have.

I.12 RESPONSIBILITY FOR PROPERTY

CONTRACTOR shall be liable for any loss or destruction of, or damage to, property of COMMISSION caused by the negligence or wrongful acts or omissions of CONTRACTOR or CONTRACTOR'S representatives, agents, or employees. Title and risk of loss or damage relating to the services provided by CONTRACTOR shall be the responsibility of CONTRACTOR until final acceptance by COMMISSION.

I.13 SECRECY OF COMMISSION'S DATA

CONTRACTOR shall not use or disclose to third parties any data, designs, or other information belonging to or supplied by or on behalf of COMMISSION, without first obtaining the prior written authorization of COMMISSION. Upon COMMISSION'S request, such data, designs, or other information, including all copies thereof, shall be returned to COMMISSION. Where COMMISSION'S data, designs, or other information is furnished to CONTRACTOR'S suppliers for procurement of supplies for use in the performance of COMMISSION'S orders, CONTRACTOR shall insert the substance of this provision in its orders.

I.14 ASSIGNMENT AND SET-OFF

No part of this AGREEMENT, nor the AGREEMENT itself may be transferred or assigned to any other party by CONTRACTOR without the express, written consent of COMMISSION. This AGREEMENT shall be binding upon all successors, assigns, employees, or other agents of

CONTRACTOR. CONTRACTOR shall not delegate any duties, nor assign any rights or claims under this AGREEMENT, without prior written consent of COMMISSION (but in no case shall the consent relieve CONTRACTOR from its obligations or change the terms of the AGREEMENT). CONTRACTOR shall not transfer or assign any AGREEMENT funds or claims due or to become due without the written approval of the Purchasing Agent having first been obtained. All claims for monies due or to become due from COMMISSION shall be subject to deduction by COMMISSION for any set-off or counterclaim arising out of this or any other of COMMISSION'S purchase orders with CONTRACTOR, or for any other liquidated debt from CONTRACTOR to COMMISSION, whether or not any such assignment is made, and whether such set-off or counterclaim arose before or after any such assignment by CONTRACTOR.

I.15 NON-INFRINGEMENT

To the extent that the services are provided relating to detailed designs not originated and furnished by COMMISSION, or by a process or method the use of which is not specifically directed by COMMISSION, CONTRACTOR guarantees that the sale or use of such services or the use of such process or method hereunder will not infringe any United States or foreign patents, trademarks, trade names, copyrights, or trade secrets, and shall indemnify and save COMMISSION and its customers harmless from any expenses, loss, cost, damage, or liability which may be incurred on account of infringement or alleged infringement of patent rights, trademarks, trade names, copyrights, or trade secrets with respect to such services. CONTRACTOR shall indemnify, at its own expense, any action or claim in which such infringement is alleged, provided CONTRACTOR is notified within a reasonable time of such action or claim against COMMISSION. Indemnification shall not apply to infringements arising from use in combination with other items where infringement would not have occurred from the normal use of which the article supplied by CONTRACTOR was designed.

I.16 BANKRUPTCY

In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against CONTRACTOR or in the event of the appointment, with or without CONTRACTOR'S consent, of an assignee for the benefit of creditors or of a receiver, COMMISSION shall be entitled to cancel any unfilled part of this AGREEMENT without any liability whatsoever.

I.17 CHOICE OF LAW AND VENUE; NO ARBITRATION OR MEDIATION

This AGREEMENT between the PARTIES evidenced hereby, shall be deemed made in the Commonwealth of Virginia, and shall be construed and interpreted solely in accordance with the laws of Virginia. Venue for any action arising hereunder shall be in the Circuit Court for the City of Richmond, Virginia. Nothing under this AGREEMENT shall be subject to arbitration or mediation, and any references to arbitration or mediation are expressly deleted from this AGREEMENT. CONTRACTOR and COMMISSION hereby waive any and all rights to arbitration under the laws of Virginia, the United States, or otherwise.

I.18 INDEMNIFICATION

CONTRACTOR shall save, hold harmless and indemnify COMMISSION, and all of its officers, departments, and employees from and against reasonable claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, or exposure, by reason of property damage or personal injury to any person, including CONTRACTOR'S employees, to the proportionate extent arising out of such performance caused by the negligent actions or omissions of CONTRACTOR, its employees, subcontractors, or duly authorized representatives. Without in any way limiting the

foregoing, CONTRACTOR and its subcontractors shall maintain public liability and property damage insurance as provided in Exhibit 3 and shall maintain Worker's Compensation insurance as required by law covering all employees performing under this AGREEMENT.

I.19 LIMITATION OF LIABILITY

Neither Party's liability shall exceed the unpaid balance of amounts due under this AGREEMENT, and in no event shall either Party be liable to the other for indirect, incidental, consequential, or special damages.

I.20 DEFAULT

COMMISSION may, subject to the provisions below, by written notice of default to CONTRACTOR, terminate the whole or any part of this AGREEMENT in any one of the following circumstances:

I.20.1 If CONTRACTOR fails to make delivery of the supplies or to perform the work within the time specified here or any written extension; or

I.20.2 If CONTRACTOR fails to perform any of the other provisions of this AGREEMENT, or so fails to make progress so as to endanger performance of this AGREEMENT in accordance with its terms, and in either of these two circumstances does not cure the failure within a period of ten (10) days (or other such period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying the failure.

In the event COMMISSION terminates this AGREEMENT in whole or in part, COMMISSION may procure, upon the terms and in the manner as the Purchasing Agent may deem appropriate, supplies or services similar to those terminated, and CONTRACTOR shall be liable to COMMISSION for any excess costs for such similar supplies or service: provided, that CONTRACTOR shall continue the performance of this AGREEMENT to the extent not terminated under the provisions of this clause.

CONTRACTOR shall not be liable for any excess costs if acceptable evidence has been submitted to and is deemed sufficient by the Purchasing Agent to establish that failure to perform the AGREEMENT was due to causes beyond the control and without the fault or negligence of CONTRACTOR.

CONTRACTOR may terminate this Agreement upon written notice in the event of any failure by COMMISSION to perform in accordance with this Agreement; provided, however, COMMISSION shall have 14 calendar days from receipt of the termination notice to cure or to submit a plan for cure reasonably acceptable to CONTRACTOR In the event of termination, COMMISSION will pay CONTRACTOR for Services performed in accordance with this Agreement to the date of the termination.

I.21 TERMINATION FOR THE CONVENIENCE OF COMMISSION

This AGREEMENT may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in COMMISSION'S best interest. Any such termination shall be affected by the delivery to CONTRACTOR of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance under the AGREEMENT is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination and except as otherwise directed CONTRACTOR shall

stop all performance, cancel orders for parts and terminate Subcontractor's as of the date specified in the notice; and accept no further orders from COMMISSION. However, any authorized work not delivered as of the date of termination shall be delivered as required herein.

I.22 FORCE MAJEURE

CONTRACTOR is not responsible for damages or delay in performance caused by conditions beyond its control including, but not limited to, Acts of God, wars, and natural disasters. In any such event, CONTRACTOR'S fee and schedule shall be equitably adjusted.

I.23 OWNERSHIP & CONFIDENTIALITY OF GOODS AND SERVICES

The Commission acknowledges the Contractor's design documents, including electronic files, are instruments of professional service. Nevertheless, the final design documents prepared under this Agreement shall become the property of the Commission upon completion of the services and payment in full of all monies due to the Contractor. Any modifications made by the Commission to any of the Contractor's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Contractor will be at the Commission's sole risk and without liability to the Contractor.

Further, CONTRACTOR agrees that all information provided to and by COMMISSION pursuant to this AGREEMENT is private, confidential and proprietary and shall be the exclusive and sole property of COMMISSION and shall not be otherwise reproduced, disclosed, or used by CONTRACTOR, elsewhere, for any reason.

Notwithstanding anything to the contrary set forth herein, the parties acknowledge and agree that CONTRACTOR shall retain ownership of and does not assign to COMMISSION the copyright in and to all preexisting materials and proprietary methodologies created or owned by CONTRACTOR that are generally used in CONTRACTOR'S standard business practices and used in connection with the services. CONTRACTOR shall grant COMMISSION a perpetual, royalty-free, non-exclusive and non- transferable right and license to use the preexisting materials as part of or in relation to the Project. CONTRACTOR shall have no responsibility or liability in connection with claims to the extent resulting from edits, additions, subtractions or revisions to the Work Product made by third-parties.

I.24 IMMIGRATION REFORM AND CONTROL ACT OF 1986

CONTRACTOR certifies that they do not and will not during the performance of this AGREEMENT employ illegal alien workers, including subcontractors or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

I.25 OFFICIAL NOT TO BENEFIT

CONTRACTOR certifies that to the best of his knowledge no COMMISSION official or employee having official responsibility for the procurement transaction or member of his/her immediate family has received or will receive any financial benefit relating to this AGREEMENT. If such a benefit has been received or will be received, this fact shall be immediately disclosed to COMMISSION Procurement Manager. Failure to disclose the information prescribed above may result in rescission of this AGREEMENT or affect payment pursuant to the terms of the AGREEMENT.

Whenever there is reason to believe that a benefit of the sort described in the paragraph above has been or will be received in connection with this AGREEMENT that CONTRACTOR has failed to immediately disclose, or has inadequately disclosed it, COMMISSION as a

prerequisite to payment pursuant to CONTRACTOR, or at any time may require CONTRACTOR to furnish, under oath, answers to any interrogatories related to such possible benefit.

I.26 EXCLUSIVITY OF SERVICES/CONFLICT OF INTEREST

During the course of the performance of this AGREEMENT, CONTRACTOR agrees that it will not provide any services, goods and or any other consultation of any kind to any other entity working that would present a conflict of interest. on this Project.

I.27 NON-APPROPRIATION

COMMISSION shall be bound, hereunder, only to the extent that such funds shall have been appropriated and budgeted and are otherwise available for the purpose of this AGREEMENT. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payment due under this AGREEMENT, then COMMISSION shall immediately notify CONTRACTOR, in writing, of such occurrence and this AGREEMENT shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to COMMISSION of any kind whatsoever.

I.28 NO AGENCY RELATIONSHIP

CONTRACTOR is not the agent, subagent, or representative of COMMISSION; and this AGREEMENT shall not make COMMISSION liable to any person, firm, corporation or other who contracts with or provides goods or services to CONTRACTOR in connection with the services it has agreed to perform hereunder or otherwise for debts or claims accruing to such parties against CONTRACTOR and any other person, firm, corporation or other supplying any work, labor, services, goods, or materials to CONTRACTOR as a result of its services to COMMISSION hereunder or otherwise.

I.29 CERTIFICATION OF AUTHORITY TO TRANSACT BUSINESS IN THE COMMONWEALTH

A Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

If the authority to transact business is revoked or cancelled at any time during the term of this AGREEMENT the COMMISSION may void any and all Agreements and/or contracts at any time without notice, set-off, or recourse.

I, Lorna Parkins (Name of Authorized Representative) certify that Michael Baker Internationa, Inc. (CONTRACTOR) is authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Virginia Code.

Lorna Parkins (Sep 23, 2024 08:50 EDT) (Signature)

CONTRACTOR'S identification number issued by the SCC: 0260747

I.30 UNIFORM ADMINISTRATIVE REQUIREMENTS

The Contractor shall comply with *2 CFR Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. 2 CFR Part 200 supersedes OMB guidance documents A-21, A-87, A-89, A-102, A-110, A-122, A-133, and sections of A-50 related

to audits performed under Subpart F.

I.31 AGREEMENT MODIFICATION

Pursuant to Virginia law, including Virginia Code Section 2.2-4309, this AGREEMENT may be modified during performance for all purposes allowed by law, as agreed by all PARTIES; however, any modification of this AGREEMENT shall be in writing and shall be signed by authorized representatives of the PARTIES.

SECTION 2

CERTIFICATE OF INSURANCE
(Required Attachment as Task Orders are Issued and Assigned)

SECTION 3
REQUEST FOR PROPOSAL
(Incorporated by Reference)

RFP# 24-01

RFP Issued	April 15, 2024
Deadline for Questions on the RFP	April 30, 2024
Answers Posted/Register for Session	May 3, 2024
RFP Info Session	May 6, 2024, 10:00AM
Deadline – Proposal Submissions	May 15, 2024
RFP Review Period	May 16-June 3, 2024
Interviews	June 10, 11,12, or 14, 2024
Consultants Selected	July 1, 2024
Release Task Orders to Consultants Selected	

Invitation:

The Richmond Regional Planning District Commission (PlanRVA) seeks proposals from qualified firms interested in being included on an on-call list for the PlanRVA's Consultant Program. PlanRVA is a regional convener, planning agency, and provider of essential services to the nine localities within the Richmond metro region including the Town of Ashland, Counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, Powhatan and the City of Richmond.

The On-Call Consultant Program facilitates quick delivery of planning, architectural, engineering, and other services for local and regional projects. PlanRVA's affiliate entities, including the Central Virginia Transportation Authority (CVTA), and Friends of the Lower Appomattox River (FOLAR) may purchase services through the On-Call Consultant Program. In addition, other public bodies, including but not limited to the PlanRVA's member jurisdictions, may purchase non-professional services (not including architectural and engineering) from contracts awarded resulting from this RFP pursuant to Virginia Code Section 2.2-4304 PlanRVA and the public bodies are sometimes referred to individually as "Purchaser" and collectively as "Purchasers" in the provisions that follow.

The goal of this RFP is to select a diverse array of multiple firms to provide these services in accordance with the terms of the contract that will be awarded. Comprehensive team submittals are encouraged, but not required. It is not the intent of this RFP to necessarily have all services addressed by a single team. Proposals may address one discrete service without a firm being part of a comprehensive team. PlanRVA anticipates the award of one or more term on-call contracts because of this solicitation, as deemed appropriate to meet our current and likely future needs.

Solicitation of proposals through this RFP is not binding. PlanRVA reserves the right to postpone or cancel this project based on review of the quality and responsiveness of the proposals received, and the availability of funds to order services. Selection of one or more successful proposals and award of on-call contract(s) is not binding and therefore should not be construed as a commitment of funds or guarantee of work.

It is the intention of PlanRVA to exercise the on-call award(s) made to successful offeror(s) for issuance of specific orders of work (Task Orders) needed for the agency or our partners over a multi- year period. Agreements for all selected on-call awards will expire June 30, 2029. Task Orders issued over this period will provide a description of need including scope and timeline; awardees will be given opportunity to price the work for selection to win the Task Order. (Samples of anticipated task orders are included as indicators of the type of work we envision.)

Submissions and Questions:

Proposals must be submitted by electronic mail. (Proposals will not be accepted in facsimile or other form.) All information received in response to this request marked Proprietary will be handled accordingly.

Responses to this Request for Proposals will not be returned. Full submission requirements and instructions are detailed herein.

Questions concerning this Request for Proposal and submissions should be directed to:

Martha Shickle, Executive Director
or by email as instructed to:
Diane Fusco @ dfusco@planrva.org
424 Hull Street Suite 300
Richmond, VA 23224
(804) 924-7030 – office

All questions from prospective responders and answers regarding this proposal will be posted on the PlanRVA website at www.planrva.org. Prospective responders are encouraged to review the agency website and other publicly accessible information on social media or other platforms for additional insight to the organization's work and current capacity.

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Background:

PlanRVA is a political subdivision of the Commonwealth of Virginia, authorized by the General Assembly pursuant to the Regional Cooperation Act, and subject to all provisions applicable to public bodies. Our current programmatic areas of focus include Community Development, Emergency Management, the Environment and Transportation. In addition to release of task orders related to the general planning activities of PlanRVA, we expect to identify work to be accomplished through contracts with our on-call partners selected through this solicitation to carry professional and non-professional services in support of our program areas.

PlanRVA provides staffing and administrative support to the Central Virginia Transportation Authority (CVTAva.org), Emergency Management Alliance of Central Virginia (EMACV.org), and the Richmond Regional Transportation Planning Organization (RRTPO.org); we have a formal staffing arrangement with the Friends of the Lower Appomattox River (FOLAR-va.org). period. As such, we also expect to order work on behalf of these entities over the on-call engagement period.

Additional Partners and Covered Work:

In addition to offering access to contracted expertise procured through this RFP to supported organizations listed above, (PlanRVA, CVTA, the Alliance and RRTPO), PlanRVA may extend to other public entities in the Richmond Region our on-call engagements to solicit responses to Task Orders on their behalf.

These may include non-professional services (not including architecture and engineering) by way of a separate Joint Procurement Agreement, member jurisdictions of Planning District 15: Town of Ashland, City of Richmond, Counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, and Powhatan and their affiliated public bodies.

Qualifications, Capacity and Services:

PlanRVA is seeking to engage multiple firms or teams to serve in an on-call capacity for planning, transportation engineering and consulting, modeling (traffic and microsimulations), cost estimating, project design and related activities over the next 5 (five) fiscal years through a period ending June 30, 2029. Selected teams or firms shall be available to provide these services based on Task Order issuance. Final award of work will be determined based on evaluation of results of Task Order issuance and contract negotiation for the specific work required by the purchasers.

All offerors to this solicitation should provide general information regarding available services and capacity, approach to project design and development, and pricing model.

PlanRVA is looking for access to professional and non-professional services including the following:

Transportation Services:

Transportation planning associated with metropolitan planning organization (MPO)

requirements such as:

- Work related to long-range transportation plans;
- Transportation studies such as: corridor and sub-area studies;
- Traffic engineering analysis and studies;
- Travel demand modeling and traffic simulation;
- Right-of-way services, surveying, and underground utility locating & designation; signal timing, traffic control plans, traffic counts and data collection, traffic impact studies, environmental analysis, and roadway & streetscape design
- Public transit & mobility corridor and planning studies;
- Bicycle and pedestrian planning and engineering;
- Financial feasibility studies and operational transit plan services;
- Construction and contract management;
- Project/site plan review;
- Landscape and architectural design;
- Construction engineering & inspections including building conditions survey, assessment, and documentation;
- Transportation Demand Management planning; and
- Project cost estimations.

Resiliency, Emergency Management and Environmental Services:

- Stormwater management, including MS4 permitting, inspections of SWM basins, development of BMPs, assistance with TMDL evaluation; and stormwater plan review; application services;
- Environmental site assessments (including NEPA reviews, environmental assessments and environmental review records for federally funded projects);
- Brownfields assessments and energy efficiency audits;
- Watershed/water supply/flood mitigation studies/planning;
- EVSE planning and siting services;
- Solar and storage feasibility and siting analysis;
- Resilience hub studies and development;
- Smart Cities planning and development;
- Utility planning; and
- Commodity flow analysis.

Community/Economic Development Services:

- Economic development strategic planning and needs assessments;
- Economic recovery and resiliency planning;
- Economic impact analysis;
- ROI analysis, IMPLAN model simulations, and pro forma services;
- Workforce attraction and retention studies;
- Housing, real estate, and market analysis services; and
- Small area plans and corridor studies.

General Planning and Other Services:

- Emergency operations planning;
- Park, outdoor recreation and trail planning;
- Broadband and telecommunications planning services;
- Public involvement and outreach services; GIS mapping, development, and

application services.

PlanRVA maintains an active consultant bench for communications and marketing services that may be called upon to contribute their expertise on task orders as needed for the public engagement components of above listed or similar planning efforts. We welcome collaboration among partners/teams and incorporation of communications and marketing services from the existing bench.

Selection Criteria:

PlanRVA will use multiple criteria to select the most appropriate successful proposals. Respondents are encouraged to be creative in their responses.

Response Contents and Format:

Proposals should be thorough and concise with enough detail for the Selection Committee to evaluate the capabilities of the respective firm(s) to provide a specific service listed or a multiple-service approach.

Submission applicable to all services:

- **Professional Qualifications.** An introduction to the firm(s) and qualifications to provide the specific service(s) requested by this RFP. Please include history, office(s) location(s), and any special attributes of the firm(s).
- **Relevant Experience.** Provide brief examples of the most relevant project experience, including work through on-call multi-service contracts, work with regional (multi-jurisdictional) planning entities and work within the Richmond regional market.
- **Project/Service Approach.** A description of the process the firm proposes to follow to respond to a request to provide on-call services for a particular project.
- **Project Team.** Names, experience, skills, qualifications, and proposed roles of key personnel that will be responsible for each type of service proposed. Description of what, if any, subconsultant and outside services are to be used.
- **References.** Include project references for relevant projects listed.

Experience with State Agencies for Transportation or Environmental Services:

- Highlight experience working with the Virginia Department of Transportation (VDOT) or Virginia Department of Rail & Public Transportation (VDRPT), or similar experience with state transportation agencies.
- Notation of any experience working with Virginia stormwater or TMDL requirements/regulations.
- For firms which propose on transportation services please include information concerning the firm's VDOT pre-award audit status.

Compensation Structure:

Scheduled pricing should not be provided in the proposal. Pricing for all services will be discussed during the interview and/or negotiation stage of the competitive negotiation process for Task Orders. Responses to this proposal shall at a minimum include an

overview of cost structure for provision of services over the life of this arrangement. Include the method by which you will estimate costs for work (time and materials, deliverables, etc) ~~and the associated billing rates of likely assigned personnel to the project in Year 1 (July 1, 2024-June 30, 2025)~~.

It is important to note that PlanRVA will use funding available through a federally or state awarded grant and therefore will be limited in flexibility of funding once a contract for a specific scope of work under a Task Order is executed. It is critical that selected offerors demonstrate their capacity to manage project budgets effectively and with good stewardship of public resources.

Proposal Evaluation and Award Criteria:

All proposals received from prospective offerors will be reviewed and evaluated by a committee of qualified personnel. This committee shall review all proposals and announce selection(s) by close of business on or before June 3, 2024. This level of selection will result in identification of successful offeror(s) available to provide on-call services to PlanRVA (or affiliates described herein) based on issuance of a Task Order.

Professional Qualifications	20 points
Relevant Experience	15 points
Project Team Experience	15 points
Project/Service Approach	30 points
Local/Small Business/Female or Minority Owned Company	10 points
Client References	10 points
Total	100 points

Clarification Questions and Scoping Meetings:

Any questions regarding the RFP should be submitted in writing via email to Diane Fusco, Finance Manager dfusco@planrva.org for PlanRVA, no later than April 30, 2024. Responses will be posted on the PlanRVA website no later than May 3, 2024.

PlanRVA will host a virtual information session on May 6, 2024. While the session will be livestreamed to YouTube and available for viewing at any time, prospective offerors who wish to participate "live" in the session and have opportunity to ask questions during the Q&A portion of the agenda must register no later than May 3, 2024 by emailing Sidd Kumar at skumar@PlanRVA.org. Zoom Webinar access links will be provided to all registrants.

No Obligation:

The submission of a proposal shall not in any manner oblige PlanRVA to enter a contract or to be responsible for the costs incurred by your organization in responding to this request. Submission of a proposal does not obligate the offeror to respond to the Initial Task Order, nor does selection of successful offerors obligate any firm to a certain minimum response to future Task Orders.

Agreements of Non-Disclosure:

This document is proprietary and shall not be disclosed to any other party. It is designed,

developed, and submitted to potential partners of PlanRVA for the benefit of PlanRVA.

Cooperative Procurement:

This request for proposals is intended to provide an open contract which member jurisdictions and other Virginia public bodies and agencies may utilize for the cooperative procurement of the services procured (excluding architectural and engineering services), pursuant to § 2.2-4304 of the *Code of Virginia*. This request for proposals and the pricing and terms of the resulting contract will be made available and extended to other public bodies that rely upon this cooperative procurement.

The following General Terms apply to the On-Call solicitation and to the individual Task Orders

General Terms and Conditions:

A. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. PlanRVA and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). The Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations.

B. ANTI-DISCRIMINATION: By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA).*

C. TITLE VI: In accordance with Title VI of the Civil Rights Act of 1964 and the Regulations, PlanRVA notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. The following clauses of Appendix A and E are to be included in every contract or agreement subject to the Acts and the Regulations, as follow:

1. TITLE VI- APPENDIX A:

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

   a. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title o[Modal Operating Administration),* as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

b. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

d. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the designee and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or designee may determine to be appropriate, including, but not limited to:
   1) withholding payments to the contractor under the contract until the contractor complies; and/or
   2) cancelling, terminating, or suspending a contract, in whole or in part.

f. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or designee may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

2. TITLE VI- APPENDIX E:

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

a. Pertinent Non-Discrimination Authorities:
   1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
   2) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
   3) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
   4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
   5) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
   6) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
   7) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
   8) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
   9) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
   10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
   11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to
   12) -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
   13) Title IX of the Education Amendments of 1972, as amended, which prohibits

you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. In every contract over $10,000 the provisions in 1. and 2. below apply:

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

1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
4) The Contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS: By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Offeror further certifies that they are not debarred from filing any order or accepting any resulting order, or that they are an agent of any person or entity that is currently so debarred by the Commonwealth of Virginia.

G. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or

services purchased or acquired by the Commonwealth of Virginia under said contract.

H. PAYMENT:

1. To Prime Contractor:

a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices must show the contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve a Commonwealth agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia,* § 2.2-4363).

2. To Subcontractors:

a. A Contractor awarded a contract under this solicitation is hereby obligated:
   1) To pay the subcontractor(s) within ten (10) business days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
   2) To notify PlanRVA and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid ten (10) business days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

c. Each prime Contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to PlanRVA, on or before request for final payment, evidence, and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by PlanRVA, or other appropriate penalties may be assessed in lieu of withholding such payment.

I. PRECEDENCE OF TERMS: The following General Terms and Conditions, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

J. QUALIFICATIONS OF OFFERORS: PlanRVA may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to PlanRVA all such information and data for this purpose as may be requested. PlanRVA reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. PlanRVA further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such Offeror fails to satisfy PlanRVA that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

K. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

L. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. PlanRVA may order changes within the general scope of the contract at any time by

written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give PlanRVA a credit for any savings. Said compensation shall be determined by one of the following methods:

3. By mutual agreement between the parties in writing; or

4. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the APA's right to audit the Contractor's records and/or to determine the correct number of units independently; or

5. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price due to savings realized. The Contractor shall present PlanRVA with all vouchers and records of expenses incurred and savings realized. PlanRVA shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to PlanRVA within thirty (30) days from the date of receipt of the written order from PlanRVA. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by PlanRVA or with the performance of the contract.

M. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

N. INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with
§§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

O. MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the contract shall be in noncompliance with the contract.

2. Employer's Liability - $100,000.

3. Commercial General Liability - $1,000,000 per occurrence and $2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - $1,000,000 per occurrence.

5. Accounting - $1,000,000 per occurrence, $3,000,000 aggregate.

P. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award because of this solicitation, PlanRVA will publicly post such notice on the PlanRVA web site (PlanRVA.org) for a minimum of 10 days.

Q. DRUG-FREE WORKPLACE: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

   For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

R. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex- offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of

the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

S. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS**:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

T. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that PlanRVA shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement.

U. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:
A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

V. INDEMNIFICATION: The Contractor shall indemnify and hold harmless the Auditor of Public Accounts and the Commonwealth of Virginia and, when applicable, its employees and designated representatives, from all claims, suits, actions, liabilities, and costs of any kind, caused by the performance by the Contractor of its work pursuant to this agreement. Nothing contained herein shall be deemed an express or implied waiver of the sovereign immunity of the Commonwealth.

SAMPLE 1:

Task Order 1: Rural Transportation Needs and Alternatives Analysis:

PlanRVA in partnership with our rural member localities (Charles City County, Goochland County, Hanover County, New Kent County, and Powhatan County) is seeking to assess and identify the public transportation needs of the rural portions of the region and explore service delivery alternatives that fulfill the identified needs. Final recommendations will be sustainable, fiscally constrained, and in alignment with the directives of the Plan RVA Board.

To facilitate this study, PlanRVA is seeking experienced consultants to collaborate closely with PlanRVA throughout the research and analysis process.

The goals and objectives of the Rural Transportation Needs and Alternatives Analysis are to:

1. Building on existing studies, assess and analyze existing and near-term future demand for transportation services within each of the jurisdictions. A planning horizon (5 years, 10 years, etc.) shall be specified for future needs analyses to guide strategic planning and development.

2. Analyze the ridership patterns of existing transportation services in the jurisdictions. The study should include an analysis of opportunities to coordinate with existing service providers within and adjacent to the study area.

3. Explore possible transportation service delivery alternatives to address current and future mobility demands. These include the micro transit zones proposed from the GRTC Micro Transit study and those by other providers. These alternatives can be innovative in nature based on case study examples, particularly any examples from within Virginia.

4. Engage the jurisdictions through a thoughtful conversation about the current and future mobility needs of residents, visitors, employers, and employees. Prioritize equity considerations to ensure inclusivity in planning and decision making.

5. Deliver robust outreach and engagement with the community involving surveys, focus groups, and public meetings. Encourage active community participation to gather diverse perspectives and preferences for informed decision making.
   The duration of the contract is approximately July 2024-February 2025 with the intent of being in a position at that time for PlanRVA or partners to make application for further implementation or project demonstration funding. In order to meet this February deadline, draft alternatives should be completed by October 31, 2024.

Background:

Several studies have been completed for the Richmond region that have resulted in the identification and prioritization of transportation needs and alternatives. These include the *Greater RVA Transit Vision Plan 2040*, *Greater RVA Transit Vision Plan: Near-Term Strategic Analysis*, *GRTC Transit Development Plan*, *ConnectRVA 2045: The*

Transportation Future of the Richmond Region, *GRTC Regional Public Transportation Plan*, *Richmond Region Micro-Transit Study*, and *Richmond Regional Transit Governance Study*.

While these studies have predominantly focused on regional dynamics, the emphasis has leaned heavily towards fixed-route and fixed guideway service. Recognizing the limitations of this approach in meeting the unique needs of rural jurisdictions and accommodating service areas on opposite sides of the region established by other transit providers, this study will look at all transit service options. It builds upon the foundation laid by previous efforts, aiming to augment their impact and contribute to a wider regional vision. The focus is on providing transportation alternatives that align with existing and near-term future needs, with a deliberate emphasis on addressing the transportation challenges prevalent in the rural portions of the region.

Information to be provided by PlanRVA to the successful consultant team:

1. Ridership data from existing transportation providers currently serving the rural jurisdictions, including Ride Assist (Powhatan), Goochland Cares (Goochland), Hanover DASH (Hanover), Bay Transit (New Kent and Charles City County).

2. Heat mapping of selected transit services ridership as shown in interactive webpage and GIS data.

Please state the approach, activities, and work products to fulfill the needs of this Order as outlined by the Scope of Work:

Project Scope: Tasks and Deliverables:

This detailed study should include the following specific tasks and deliverables:

1. **Define Existing Needs:** Work with local officials and staff to understand locality preferences, desired services and expectations for the near term. This should include the population(s) to be served, desired hours of service, service coverage, possible phasing considerations, and thoughts on sustainability.

2. **Existing Conditions:** Assess current and future ridership demand, along with existing service provisions, with a focus on quality, coverage, and access. The study should include estimates of potential ridership and indicate whether the service is envisioned as one primarily serving the general public, or a subset of the public such as individuals who are elderly, disabled or low-income. In developing estimates of the "transportation disadvantaged" care should be taken not to double or triple-count individuals who are seniors, disabled and low-income.

3. **Deliverable: Existing Conditions Report**.

4. **Public Outreach:** Utilize surveys, public meetings, and stakeholder meetings/focus groups to better understand current and future supply/demand dynamics. The consultant will hold at least two meetings in each jurisdiction as part of its engagement efforts. Survey software such as Metro Quest should be used to understand current and future supply/demand dynamics, and options provided for

individuals who experience digital barriers. Findings from the Public Outreach portion of the study will be included in the Existing Conditions Report.

5. Best Practices, Case Studies, and Alternatives: Analyze best practices, case studies, and alternatives related to rural transportation alternatives in similar communities, and innovative approaches.

6. **Deliverable: Best Practices, Case Studies, and Alternatives Report.**

7. **Operational Challenges and Opportunities:** Consultant will analyze and review operational challenges and opportunities related to implementing the identified service alternatives.

8. Recommendations and Next Steps: Consultant will make recommendations for various types of service provision and actions to begin implementation, associated capital and operating costs, and related phasing. The consultant shall work with PlanRVA and study localities to identify funding sources to support the services to include potential pilots. The findings and recommendations should be detailed enough to enable an application for a VDRPT planning and/or demonstration grant. The consultant should develop alternatives for the day-to-day management of any recommended service, whether it be managed and delivered by a private, non-profit, or public entity. Finally, the consultant should address any governance structure considerations considering recommended service(s)/investments.

Proposal Requirements:

1. **Project Approach:** The consultant should summarize their understanding of the project and their approach to the scope of work, including the ability to initiate the project in a timely manner.

2. **Qualifications:** The consultant should include a discussion of the consultant team qualifications and how they meet the project requirements, including examples of previous work and the results of those studies (i.e., were they implemented, and why or why not?).

3. **Schedule:** The consultant should identify a proposed schedule, including project meetings, critical milestones, and delivery dates for deliverables.

4. **Invoices:** Invoices shall be submitted by the consultant to PlanRVA on a monthly basis. At the time of invoice submittal, the consultant shall submit a monthly progress report to PlanRVA.

5. **Contract Structure:** PlanRVA will utilize a DRPT or PlanRVA bench consultant contract and their associated rates and terms. All costs associated with the proposal need to be communicated by line item.

SAMPLE 2:

Task Order 2: Development of a Simplified Strips-on-Project Software (STOPS) Model

Introduction:
PlanRVA is soliciting proposals from qualified consultants to develop a Simplified Trips-on-Project Software (STOPS) model. This model enhances transportation planning efforts by providing a tool for analyzing transit service, evaluating project impacts, and optimizing transit operations within the Richmond region.

The selected consultant would work closely with a group of stakeholders throughout the process made up of PlanRVA staff, Greater Richmond Transit Corporation, the Technical Advisory Committee of the Richmond Regional Transportation Planning Organization (RRTPO), and key locality staff.

Scope of Work:
The selected consultant team will be responsible for the following tasks:

1. Needs Assessment:
    - Conduct a comprehensive needs assessment to identify the requirements and objectives of the STOPS model for the Richmond region. PlanRVA maintains the Richmond-Tri Cities (RTC) Travel Demand Model. The current version has a base year of 2017 and the Future year of 2050 and requires Bentely's Cube software to run. The RTC model will be provided to the consultants for any analysis as needed.

2. Data Collection and Analysis:

    The following relevant data will be provided by PlanRVA working with GRTC.
    - Latest Transit GIS layer showing all the route alignment.
    - Latest GIS layer showing all stop locations.
    - Route schedules and run times with major destinations.
    - Ridership Data – Typical weekday at the route level and stop level (if available)
    - Latest General Transit Feed Specification (GTFS)
    - Any recent on-board or survey conducted by GRTC.
    - Land Use Data
    - Current and future population and employment data
    - National Transit Database (NTD) working sheet.
    - Any operational data which can come from GRTC.

    The consultant team will be responsible for the following.
    - Expanding the on-board survey sample size to the full population as needed.
    - Analyze the collected data to identify travel patterns, trip generation, and mode choice within the Richmond region.
    - Use any other data source like Census Data for Transportation Planning (formerly called CTPP data) if synthetic method is required to produce the origin destination data.
    - Any other data as needed.

3. Model Development:

    - Develop a STOPS model tailored to the specific needs and characteristics of the Richmond region.

- Customize the model to accommodate regional transit systems, including local, express and premium transit (bus rapid transit) routes, micro transit routes and other transportation modes as needed.

4. Scenario Testing and Calibration:

   - Conduct scenario testing to evaluate the model's performance for the four (4) land use scenarios from the PlanRVA scenario plan.
   - Sensitivity test and validation are required for selected major corridors, most likely for BRT service (TBD).
   - Calibrate the model based on observed data and feedback from stakeholders (PlanRVA staff, GRTC staff, Locality staff)

5. Documentation and Training:

   - Provide comprehensive documentation for the developed STOPS model, including user guide and technical specifications.
   - Deliver a few training sessions for key PlanRVA and GRTC staff on model usage, maintenance, and updates.

SECTION 4
Submitted Proposal
(Incorporated each by Reference)

On-Call Services #24-01 Master Agreement_FINAL Michael Baker

Final Audit Report 2024-09-23

Created:	2024-09-13
By:	Diane Fusco (dfusco@planrva.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-yc8DVJbHyMLMyXDAzVps5JCZUxnbhFy

"On-Call Services #24-01 Master Agreement_FINAL Michael Baker" History

Document created by Diane Fusco (dfusco@planrva.org)
2024-09-13 - 9:08:38 PM GMT

Document emailed to Lorna Parkins (lparkins@mbakerintl.com) for signature
2024-09-13 - 9:08:45 PM GMT

Email viewed by Lorna Parkins (lparkins@mbakerintl.com)
2024-09-16 - 8:31:42 PM GMT

Email viewed by Lorna Parkins (lparkins@mbakerintl.com)
2024-09-23 - 12:23:54 PM GMT

Document e-signed by Lorna Parkins (lparkins@mbakerintl.com)
Signature Date: 2024-09-23 - 12:50:43 PM GMT - Time Source: server

Document emailed to Martha Shickle (martha@PlanRVA.org) for signature
2024-09-23 - 12:50:45 PM GMT

Email viewed by Martha Shickle (martha@PlanRVA.org)
2024-09-23 - 12:51:09 PM GMT

Document e-signed by Martha Shickle (martha@PlanRVA.org)
Signature Date: 2024-09-23 - 12:51:21 PM GMT - Time Source: server

Agreement completed.
2024-09-23 - 12:51:21 PM GMT

Adobe Acrobat Sign

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: 8/11/2025

PRESENTATIONS

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	adopt resolution R-25-25 approving the County's participation in the proposed direct settlement of opioid related claims against Purdue Pharma L.P. and the Sackler Family.
Subject	**Resolution R-25-25, National Opioid Settlement with Purdue Pharma L.P. & Sackler Family** - *County Administrator Rodney Hathaway*
Issue	Consideration of participation in the proposed national settlement agreement with Purdue Pharma L.P. and the Sackler family concerning alleged misconduct related to opioids.
Recommendation	Staff recommends adoption of the proposed motion.
Fiscal Implications	Virginia's share of the national settlement funds will be determined by the number of participating local governments. Once Virginia receives it's share it will provide allocations to the localities. To date, the Commonwealth has not provided a formula for the allocations.
Policy Implications	In order to participate in the settlement each locality must adopt a resolution and complete the required participation forms.
Legislative History	NA
Discussion	Please see the attached national opioid settlement notice and overview.

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
Resolution R-25-25	Cover Memo
National Settlement Notice and Overview	Cover Memo
National Settlement Agreement	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date

Administration	Hathaway, Rodney	Approved	7/29/2025 - 10:14 AM
Administration	Hathaway, Rodney	Approved	7/29/2025 - 10:14 AM
Attorney	Hefty, Brendan	Approved	8/4/2025 - 1:03 PM

BOARD OF SUPERVISORS
COUNTY OF NEW KENT
VIRGINIA

R-25-25

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 11th day of August 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:

A RESOLUTION OF THE NEW KENT COUNTY BOARD OF SUPERVISORS APPROVING OF THE COUNTY'S PARTICIPATION IN THE PROPOSED DIRECT SETTLEMENT OF OPIOID-RELATED CLAIMS AGAINST THE SACKLER FAMILY, AND DIRECTING THE COUNTY ATTORNEY TO EXECUTE THE DOCUMENTS NECESSARY TO EFFECTUATE THE COUNTY'S PARTICIPATION IN THE SETTLEMENT

WHEREAS, the opioid epidemic that has cost thousands of human lives across the country also impacts the Commonwealth of Virginia and its counties and cities, including the County of New Kent, by adversely impacting the delivery of emergency medical, law enforcement, criminal justice, mental health and substance abuse services, and other services by New Kent County's various departments and agencies; and

WHEREAS, the Commonwealth of Virginia and its counties and cities, including New Kent County, have been required and will continue to be required to allocate substantial taxpayer dollars, resources, staff energy and time to address the damage the opioid epidemic has caused and continues to cause the citizens of the Commonwealth and New Kent County; and

WHEREAS, a settlement proposal has been negotiated that will cause the Sackler family, the owners of the Purdue Pharma family of companies, to pay an aggregate of $6.5 billion dollars nationwide to resolve opioid-related claims against them; and

WHEREAS, the County [City] has approved and adopted the Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding (the "Virginia MOU"), and affirms that this pending settlement with the Sackler family shall be considered a "Settlement" that is subject to the Virginia MOU, and shall be administered and allocated in the same manner as the opioid settlements entered into previously with opioid distributors McKesson, Cardinal Health, and AmerisourceBergen, opioid manufacturers Janssen Pharmaceuticals, Teva Pharmaceuticals, and Allergan, and retail pharmacy chains CVS, Walgreens, Walmart, and Kroger;

WHEREAS, the County [City] Attorney [and/or the County's [City's] outside counsel] has reviewed the available information about the proposed settlement with the Sackler family and has recommended that the County [City] participate in the settlement in order to recover its share of the funds that the settlement would provide;

NOW THEREFORE BE IT RESOLVED that the New Kent County Board of Supervisors, this 11th day of August, 2025, approves of the County's participation in the proposed settlement of opioid-related claims against the Sackler family, and directs the County Attorney to execute the documents necessary to effectuate the County's participation in the settlement, including the required release of claims against the Sackler family.

Adopted this 11th day of August 2025.

_____	_____
Rodney A. Hathaway	Thomas W. Evelyn
County Administrator	Chairman, Board of Supervisors

National Opioid Settlement: Purdue Pharma L.P.
Rubris Reference Number: «=rubris_identifier»

TO LOCAL POLITICAL SUBDIVISIONS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT A NEW NATIONAL OPIOID SETTLEMENT.

PURDUE PHARMA L.P. & SACKLER FAMILY SETTLEMENT OVERVIEW

A proposed nationwide settlement agreement has been reached with Purdue (and certain of its affiliates) and the Sackler family concerning alleged misconduct related to opioids.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Estate Settlement"), and a settlement of direct claims against the Sacklers held by States, local governments and other creditors (the "Direct Settlement", and together with the Estate Settlement, the "Settlement"). The Settlement contemplates that the Sacklers will be paying an aggregate of $6.5 billion in 16 payments over 15 years, including $1.5 billion on the settlement's Effective Date (expected to be in 2026), though some amounts are subject to discounted prepayments. These amounts are in addition to amounts available from the Purdue estate including amounts available on the Effective Date (expected to be around $900 million) and amounts that may be paid in the future.

The Settlement also contains injunctive relief governing opioid dispensing practices and requires the successor-in-interest of Purdue Pharma L.P. to implement safeguards to prevent diversion of prescription opioids, and also restrict certain Sacklers from directly or indirectly engaging in the manufacturing or sale of opioids, as detailed in the Settlement.

The proposed settlement has two key participation steps now that **all eligible states and territories elected to participate in the Direct Settlement.**

First, eligible subdivisions within each participating state decide whether to participate in the Direct Settlement. The Direct Settlement is documented in the Governmental Entity and Shareholder Direct Settlement Agreement, which is commonly referred to as the "GESA". The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the Direct Settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds.

YOU MUST PARTICIPATE IN THE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE SETTLEMENT.

Second, concurrently with the solicitation of eligible subdivisions to participate in the Direct Settlement, votes will be solicited for approval of Purdue Pharma L.P.'s bankruptcy plan, which plan will provide distributions in respect of the Estate Settlement. NOT ALL SUBDIVISIONS ELIGIBLE TO PARTICIPATE IN THE SETTLEMENT WILL RECEIVE PACKAGES TO VOTE ON THE PLAN.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Direct Settlement with the Sacklers.

If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE DIRECT SETTLEMENT. **IT IS NOT NECESSARY TO VOTE ON THE PLAN IN ORDER TO RECEIVE THE BENEFITS OF THE SETTLEMENT.**

WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?

The Direct Settlement provides that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for the Direct Settlement and was also retained for the prior national opioid settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in the Settlement, and therefore your subdivision may participate in the Direct Settlement. This notice is also being sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

If you are represented by an attorney with respect to opioid claims, please contact them. **Subdivisions can participate in the Settlement whether or not they filed a lawsuit or are represented.**

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlement, including each settlement agreement, may be found at: https://nationalopioidsettlement.com/purdue-sacklers-settlements/. This website will be updated to include information about how the Settlement is being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the terms of the settlement agreements and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state.

Your subdivision will need to decide whether to participate in the proposed Settlement, and subdivisions are encouraged to work through this process before the **September 30, 2025** deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENT?

The Settlement requires that you take affirmative steps to "opt in" to the Settlement.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator. In order to participate in the settlement, a subdivision must sign and return the required documentation.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Form and instructions.

All required documentation must be signed and returned on or before **September 30, 2025**.

Docusign Envelope ID: 52D8AB16-C6B3-48C7-8C29-E45ADDC9CCF3

New National Opioids Settlement: Purdue
Opioids Implementation Administrator
opioidsparticipation@rubris.com

New Kent County, VA
Reference Number: CL-1738474

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: September 30, 2025

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family. This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

You are receiving this *Participation Package* because all eligible States and territories, including Virginia, are participating in the Purdue Direct Settlement.

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims

The *Participation Form* must be executed, without alteration, and submitted on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a state earns its maximum potential payment under the Purdue Direct Settlement. If the Purdue Settlement moves forward and becomes effective, your release also will

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become effective. If the Purdue Settlement does not move forward, your release will not become effective.

Any subdivision that does not participate in the Purdue Direct Settlement cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing in those Purdue Direct Settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive Purdue Settlement funds by participating; decisions on how Purdue Settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

In Virginia, participating counties and independent cities may receive some of the settlement funds directly, pursuant to the allocation framework set forth in the Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding ("MOU"), which has been previously approved by all Virginia counties and cities, and the Virginia Opioid Abatement Fund statute, Va. Code § 2.2-2374. In addition, some towns are being asked to approve the settlements and submit participation forms because, due to the structure of the settlement agreements, towns above a certain population threshold must approve the settlements and submit participation forms in order to maximize the overall recovery for the Commonwealth and its subdivisions. Participating towns are not eligible to receive direct shares from the settlement funds—however, they may be able to apply for, request, or receive funds for opioid abatement programs through their counties. Participation by these towns will help to maximize the recovery for all of Virginia's counties, including the counties in which they are located.

You are encouraged to discuss the terms and benefits of the Purdue Settlement with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for the Purdue Settlement the same as they did for the prior opioid settlements, but some states may choose to treat the Purdue Settlement differently.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at https://nationalopioidsettlement.com/purdue-sacklers-settlements/. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's

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records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at https://nationalopioidsettlement.com/purdue-sacklers-settlements/. You may also contact opioidsparticipation@rubris.com.

YOU MUST PARTICIPATE IN THE PURDUE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE PURDUE SETTLEMENT.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Purdue Direct Settlement. If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.

The sign-on period for subdivisions ends on September 30, 2025.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Tom Beshere at the Virginia Attorney General's Office at 804-823-6335 or tbeshere@oag.state.va.us.

Thank you,

Implementation Administrator for the Purdue Direct Settlement

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The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.

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EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: New Kent County	State: VA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the "*Agreement*")[1], and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as and to the extent provided in, and for resolving disputes to the extent provided in, the

[1] Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

Docusign Envelope ID: 52D8AB16-C6B3-48C7-8C29-E45ADDC9CCF3

Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the "Shareholder Released Claims", and as it pertains to the Released Parties other than the Shareholder Released Parties, the "Released Claims"). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.

9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term "Shareholder Released

Docusign Envelope ID: 52D8AB16-C6B3-48C7-8C29-E45ADDC9CCF3

Claims" and "Released Claims") are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity's power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.

11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.

12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.

14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

Docusign Envelope ID: 52D8AB16-C6B3-48C7-8C29-E45ADDC9CCF3

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

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: 8/11/2025

PUBLIC HEARINGS

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	adopt ordinance O-15-25 to amend sections 70-196 and 70-197 of the New Kent County Code to allow camera speed monitoring and enforcement in highway work zones and high-risk intersection segments.
Subject	**Ordinance O-15-25, Amendments to Sections 70-196 and 70-197 of the New Kent County Code** - *County Administrator Rodney Hathaway*
Issue	Consideration of County ordinance for camera speed monitoring and enforcement in highway work zones and high-risk intersection segments.
Recommendation	Staff recommends adoption of the proposed motion.
Fiscal Implications	The county would receive revenue from the issuance of fines for speeding in highway work zones and high-risk intersection segments. State Code requires that the revenue from those fines be spent on speed abatement and enforcement activities.
Policy Implications	Section 46.2-882.1 authorizes localities to monitor and enforce traffic speed with cameras in highway work zones, school crossing zones, and high-risk intersection segments.
Legislative History	In August 2022 the Board of Supervisors adopted Ordinance O-20-22(R1) to authorize camera speed monitoring and enforcement in school crossing zones. The proposed ordinance would include highway work zones and high-risk intersection segments.
Discussion	Please see the attached ordinance.

Time Needed:	15 minutes	Person Appearing:	Rodney Hathaway, County Administrator
Request prepared by:	Rodney Hathaway, County Administrator	Telephone:	(804) 966-9683
Copy provided to:	Sheriff Lee Bailey		

ATTACHMENTS:

Description	Type
Ordinance O-15-25	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Hathaway, Rodney	Approved	7/29/2025 - 9:59 AM

Administration	Hathaway, Rodney	Approved	7/29/2025 - 10:00 AM
Attorney	Hefty, Brendan	Approved	8/4/2025 - 12:10 PM

BOARD OF SUPERVISORS
COUNTY OF NEW KENT
VIRGINIA

O-15-25

At the regular work session of the Board of Supervisors of the County of New Kent, in the Boardroom of the County Administration Building in New Kent, Virginia, on the 11th day of August, 2025:

Present:	Vote:
Thomas W. Evelyn	
John Moyer	
Amy Pearson	
Ron Stiers	
Jordan Stewart	

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

AN ORDINANCE AMENDING SECTIONS 70-196 AND 70-197 OF CHAPTER 70, ARTICLE VII OF THE CODIFIED ORDINANCES OF THE COUNTY OF NEW KENT, VIRGINIA TO ALLOW "CAMERA SPEED MONITORING AND ENFORCEMENT IN HIGHWAY WORK ZONES AND HIGH-RISK INTERSECTION SEGMENTS"

WHEREAS, Virginia Code authorizes camera speed monitoring and enforcement in school crossing zones, highway work zones, and high-risk intersection segments per Virginia Code Annotated §46.2-882.1, as amended; and

WHEREAS, on August 8, 2022 the New Kent County Board of Supervisors adopted ordinance O-20-2022 which authorized camera speed monitoring in school crossing zones; and

WHERAS, the New Kent County Board of Supervisors believes that camera speed monitoring should also be permitted in highway work zones and high-risk intersection segments.

NOW, THEREFORE, BE IT HEREBY ORDAINED that **ARTICLE VII OF THE CODIFIED ORDINANCES OF THE COUNTY OF NEW KENT, VIRGINIA, SECTIONS 70-196 AND 70-197 OF CHAPTER 70,** are hereby amended effective July 1,

2025 as follows:

ARTICLE VII. CAMERA SPEED MONITORING AND ENFORCEMENT IN SCHOOL CROSSING ZONES, HIGHWAY WORK ZONES, AND HIGH-RISK INTERSECTION SEGMENTS

Sec. 70-196. Legal authority.

This article is adopted pursuant to the authority of Code of Virginia Annotated § 46.2-882.1, as amended.

(Ord. No. O-20-22(R1), 8-8-2022)

Sec. 70-197. Camera speed monitoring and enforcement.

(a) For purposes of this section, "photo speed monitoring device" means equipment that uses radar or LIDAR-based speed detection and produces one or more photographs, microphotographs, videotapes, or other recorded images of vehicles. "School crossing zone" has the same meaning ascribed to it in Code of Virginia, § 46.2-873. "High-risk intersection segment" means any highway or portion thereof located not more than 1,000 feet from the limits of the property of a school that is part of or adjacent to an intersection containing a marked crosswalk that is identified in the manner provided in this section as one in which a traffic fatality has occurred since January 1, 2014. "Highway work zone" has the same meaning ascribed to it in § 46.2-878.1. *"Vehicle speed violation" means a violation of this title resulting from the operation of a vehicle in excess of the speed limit, including a violation of § 46.2-873 or 46.2-878.1.*

(b) The New Kent County Sheriff's Office may install and operate photo speed monitoring devices, within the boundaries of New Kent County, in school crossing zones for the purposes of recording violations of Code of Virginia, § 46.2-873 and in highway work zones for the purposes of recording violations of § 46.2-878.1.

The New Kent County Sheriff's Office may place and operate a photo speed monitoring device at a high-risk intersection segment located within the County of New Kent for the purpose of recording vehicle speed violations, provided that the New Kent Sheriff's Office certifies that a traffic fatality has occurred since January 1, 2014, in such segment..

(c) The operator of a vehicle shall be liable for a monetary civil penalty imposed pursuant to this section if such vehicle is found, as evidenced by information obtained from a photo speed monitoring device, to be traveling at speeds of at least ten miles per hour above the posted speed limiting the zone monitored by the photo speed monitoring device. Such civil penalties shall be $100.00. Any prosecution under this section shall be instituted and conducted in the same manner as prosecution for traffic infractions. Civil penalties collected under this section resulting from a summons issued by the New Kent County Sheriff's Office shall be paid to New Kent County. Civil penalties collected under this section resulting from a summons issued by a law-enforcement officer employed by the Department of State Police shall be paid into the Literary Fund. However, all civil penalties collected under this section resulting from a summons issued based on evidence obtained from a photo speed monitoring device placed and operated at a high-risk intersection segment shall be paid to the Commonwealth Transportation Board to be used for the Virginia Highway Safety Improvement Program established pursuant to § 33.2-373.

(d) If a photo speed monitoring device is used, proof of a vehicle speed violation shall be evidenced by information obtained from such device. A certificate, or a facsimile thereof, sworn to or affirmed by a law enforcement officer employed by the county authorized to impose penalties pursuant to this section, based upon inspection of photographs, microphotographs, videotapes, or other recorded images produced by a photo speed monitoring device, shall be prima facie evidence of the facts contained therein. However, for any photo speed monitoring device placed in a school crossing zone, such sworn certificate or facsimile thereof shall not be prima facie evidence of the facts contained therein unless such photographs, microphotographs, videotapes, or other recorded images, or documentation, depict or confirm a portable sign or tilt-over sign that is in position or blinking sign that is activated, indicating the school crossing zone pursuant to § 46.2-873, at the time of such vehicle speed violation. Any photographs, microphotographs, videotapes, or other recorded images evidencing such a violation shall be available for inspection in any proceeding to adjudicate the liability for such vehicle speed violation.

(e) In the prosecution for a vehicle speed violation in which a summons was issued by mail, prima facie evidence that the vehicle described in the summons issued pursuant to this section was operated in a manner constituting a vehicle speed violation, together with proof that the defendant was at the time of such violation the owner, lessee, or renter of the vehicle, shall constitute in evidence a rebuttable presumption that such owner, lessee, or renter of the vehicle was the person who committed the violation. Such presumption shall be rebutted if the owner, lessee, or renter of the vehicle (i) files an affidavit by regular mail with the clerk of the general district court for the County that he was not the operator of the vehicle at the time of the alleged violation and provides the name and address of the person who was operating the vehicle at the time of the alleged violation or (ii) testifies in open court, under oath that he was not the operator of the vehicle at the time of the alleged violation and provides the name and address of the person who was operating the vehicle at the time of the alleged violation. Such presumption shall also be rebutted if a certified copy of a police report, showing that the vehicle had been reported to the police as stolen prior to the time of the alleged vehicle speed violation, is presented, prior to the return date established on the summons issued pursuant to this section, to the general district court for the county adjudicating the alleged violation.

(f) Imposition of a civil penalty pursuant to this section by mailing a summons shall not be deemed a conviction as an operator and shall not be made a part of the operating record of the person upon whom such liability is imposed, nor shall it be used for insurance purposes in the provision of motor vehicle insurance coverage. However, if a law enforcement officer employed by the county uses a photo speed monitoring device to record a vehicle speed violation and personally issues a summons at the time of the violation, the conviction that results shall be made a part of such driver's driving record and used for insurance purposes in the provision of motor vehicle insurance coverage.

(g) A summons for a vehicle speed violation issued by mail pursuant to this section may be executed pursuant to Code of Virginia, § 19.2-76.2. Notwithstanding the provisions of Code of Virginia, § 19.2-76, a summons issued by mail pursuant to this section may be executed by mailing by first class mail a copy thereof to the address of the owner, lessee, or renter of the vehicle. In the case of a vehicle owner, the copy shall be mailed to the address contained in the records of or accessible to the department of motor vehicles. In the case of a vehicle lessee or renter, the copy shall be mailed to the address contained in the records of the lessee or renter. Every such mailing shall include, in addition to the summons, a notice of (i) the summoned person's ability to rebut the presumption that he was the operator of the vehicle at the time of the alleged violation through the filing of an affidavit as provided above and (ii) instructions for filing such affidavit, including the address to which the affidavit is to be sent. If the summoned person fails to appear on the date of

return set out in the summons mailed pursuant to this section, the summons shall be executed in the manner set out in Code of Virginia, § 19.2-76.3. No proceedings for contempt or arrest of a person summoned by mailing shall be instituted for failure to appear on the return date of the summons. If the summons is issued to an owner, lessee, or renter of a vehicle with a registration outside the commonwealth and such person fails to appear on the date of return set out in the summons mailed pursuant to this section, the summons will be eligible for all legal collections activities. Any summons executed pursuant to and for a vehicle speed violation issued pursuant to this section shall provide to the person summoned at least 30 days following the mailing of the summons to inspect information collected by a photo speed monitoring device in connection with the violation. If the New Kent County Sheriff's Office does not execute a summons for a vehicle speed violation issued pursuant to this section within 30 days following the date of the violation, all information collected pertaining to the suspected violation shall be purged within 60 days following the date of the violation.

(h) A private vendor may enter into an agreement with the New Kent County Sheriff's Office to be compensated for providing a photo speed monitoring device and all related support services, including consulting, operations and administration. However, only a law enforcement officer may swear to or affirm the certificate required by this section. Any such agreement for compensation shall be based on the value of the goods and services provided, not on the number of violations paid or monetary penalties imposed. Any private entity contracting with a law enforcement agency pursuant to this section may enter into an agreement with the department of motor vehicles, in accordance with the provisions of subdivision B 31 of Code of Virginia, § 46.2-208, to obtain vehicle owner information regarding the registered owners of vehicles that committed a vehicle speed violation. Any such information provided to such private vendor shall be protected in a database.

(i) Information collected by a photo speed monitoring device operated pursuant to this section shall be limited exclusively to that information that is necessary for the enforcement of vehicle speed violations. Information provided to the operator of photo speed monitoring device shall be protected in a database and used only for enforcement vehicle speed violations against individuals who violate this section. Notwithstanding any other provision of law, all photographs, microphotographs, videotapes, or other personal information collected by a photo speed monitoring device shall be used exclusively for enforcing vehicle speed violations and shall not be (i) open to the public; (ii) sold or used for sales, solicitation, or marketing purposes; (iii) disclosed to any other entity except as may be necessary for the enforcement of a vehicle speed violation or to a vehicle owner or operator as part of a challenge to the violation; or (iv) be used in a court in a pending action or proceeding unless the action or proceeding relates to a vehicle speed violations , or such information is requested upon order from a court of competent jurisdiction. Information collected under this section pertaining to a specific violation shall be purged and not retained later than 60 days after the collection of any civil penalties. The New Kent County Sheriff's Office shall annually certify compliance with this section and make all records pertaining to such system available for inspection and audit by the commissioner of highways or the commissioner of the department of motor vehicles or his designee. Any person who discloses personal information in violation of the provisions of this subsection shall be subject to a civil penalty of $1,000.00 per disclosure. Any unauthorized use or disclosure of such personal information shall be grounds for termination of the agreement between the department of motor vehicles and the private entity.

(j) Conspicuous signs shall be placed within 1,000 feet of any school crossing zone, highway work zone, or high-risk intersection segment zone at which a photo speed monitoring device is used, indicating the use of the device. There shall be a rebuttable presumption that such sign was in place at the time of the commission of the speed limit violation.

(k) New Kent County Sheriff's Office shall report to the Department of State Police, in a format to be determined by the Department of State Police, by January 15 of each year on the number of traffic violations prosecuted, the number of successful prosecutions, and the total amount of monetary civil penalties collected at such photo speed monitoring devices placed and operated by the New Kent County Sheriff's Office.

(Ord. No. O-20-22(R1), 8-8-2022)

Effective Date. This Ordinance shall be effective immediately.

Rodney A. Hathaway County Administrator	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: 8/11/2025

OTHER BUSINESS

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	adjust the 2025 Board of Supervisors Meeting Schedule by adding a work session meeting at 9:00 a.m. on August _____, 2025 in the Boardroom of the County Administration Building.
Subject	**Consider Setting an August Work Session Date**
Issue	
Recommendation	
Fiscal Implications	
Policy Implications	
Legislative History	
Discussion	The Board will consider setting an August work session date to hear items pushed forward from the July work session as well as any additional items that may have developed.

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

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	8/1/2025 - 3:30 PM
Administration	Hathaway, Rodney	Approved	8/1/2025 - 3:39 PM
Attorney	Hefty, Brendan	Approved	8/4/2025 - 12:06 PM

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: 8/11/2025

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:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			

ATTACHMENTS:

Description	Type
Appointments by District (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	7/29/2025 - 10:42 AM
Administration	Hathaway, Rodney	Approved	7/29/2025 - 10:52 AM
Attorney	Hefty, Brendan	Approved	8/4/2025 - 11:51 AM

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 serve a term beginning July 1, 2025 and ending June 30, 2029. (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 who 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 Purchase of Development Rights Committee to serve a three-year term beginning July 1, 2025 and ending June 30, 2028. *(The term of James Wallace expired 6/30/25.)*

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 Board of Road Viewers to complete a four-year term ending December 31, 2027. *(This seat was held by Sharon Oakley who has resigned due to moving out of state.)*

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.)*

I move to appoint _____ as District Five representative to the Social Services Advisory Board to serve a term beginning July 1, 2025 and ending June 30, 2029. (The term of Carole Coffman expired June 30, 2025 and she does not wish to be reappointed.)

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: 8/11/2025

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

ATTACHMENTS:

Description	Type
Appointments Not Delegated by District (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	7/29/2025 - 10:44 AM
Administration	Hathaway, Rodney	Approved	7/29/2025 - 10:52 AM
Attorney	Hefty, Brendan	Approved	8/4/2025 - 11:52 AM

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 _____ as an at large representative to the Purchase of Development Rights Committee to serve a three-year term beginning July 1, 2025 and ending June 30, 2028. *(The term of William J. Wallace, III expired 6/30/25.)*

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 **Nicholas Rice** 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. Mr. Rice is a rising Junior at NKHS and Parks and Recreation Director Kim Turner has recommended him for appointment.)*

I move to appoint **Gage Eutsey** 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 **Izzy Adkins** 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: 8/11/2025

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:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			

ATTACHMENTS:

Description	Type
Appointment Motions - Regional Boards and Commissions (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	7/29/2025 - 10:46 AM
Administration	Hathaway, Rodney	Approved	7/29/2025 - 10:53 AM
Attorney	Hefty, Brendan	Approved	8/4/2025 - 11:52 AM

Regional Boards and Commissions

I move to appoint _____as New Kent's alternate representative to the Richmond Regional Transportation Planning Organization's Citizen Transportation Advisory Committee to complete a term ending December 31, 2025. *(This seat was previously held by John P. Moyer prior to being elected as District Two Supervisor.)*

I move to appoint **Michala Black** as a New Kent representative to the Thrive Virginia Board to complete 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. Ms. Black has completed a Citizen Service Application requesting appointment to this seat.)*

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: 8/11/2025

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 Monday, September 8, 2025, and the next work session will be held at 9:00 a.m. on Monday, September 29, 2025 both in the Boardroom of the County Administration Building. The Board will also consider setting an August work session meeting during this meeting.

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

ATTACHMENTS:

Description	Type
Closed Session Motions (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	7/29/2025 - 10:52 AM

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	