



NEW KENT COUNTY BOARD OF SUPERVISORS

August 29, 2025, 9:00 AM

Boardroom, County Administration Building, 12007 Courthouse Circle, New Kent, VA
23124 - WORK SESSION

AGENDA

CALL TO ORDER AND ROLL CALL

Times are approximate

- 9:00 a.m. ITEM 1 **Discussion of Drinking Water CIPs**
Davenport and Company Senior Vice President Ted Cole & Public Utilities Director Mike Lang
- 9:20 a.m. ITEM 2 **Makieme Woods Update**
Director of Parks & Recreation Kim Turner and Assistant Director Jason Baldwin
- 9:35 a.m. ITEM 3 **Parks and Recreation Department Annual Update**
Director of Parks & Recreation Kim Turner
- 9:50 a.m. ITEM 4 **Pine Fork Park Parking Project Request**
Director of Parks & Recreation Kim Turner and Assistant Director Jason Baldwin
- 10:05 a.m. ITEM 5 **Resolution R-28-25 Affirming Commitment to Fund the Locality Share of the Route 249 and Dispatch Road Roundabout**
Department of Transportation Development Director Amy M. Inman
- 10:15 a.m. ITEM 6 **New Kent County Housing Advisory Committee Update**
Housing Advisory Committee Chairman Andrew Shine
- 10:30 a.m. ITEM 7 **Consideration of Tax Incentives for the Hearth at Patriots Landing Development**
County Administrator Rodney Hathaway
- 10:45 a.m. ITEM 8 **Appropriation Request for Lobbying and Government Relations Services**
County Administrator Rodney Hathaway
- 10:55 a.m. ITEM 9 **R-24-25 (R1) - New Kent County Historic Roadside Marker Program**
County Administrator Rodney Hathaway
- 11:05 a.m. ITEM 10 **Other Business**
- 11:10 a.m. ITEM 11 **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.

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

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

Meeting Date: 8/29/2025

Agenda Item

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	N/A
Subject	Discussion of Drinking Water CIPs
Issue	<p>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.</p> <p>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.</p>
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	<p>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.</p> <p>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.</p>

DPU has already responded negatively to 2 re-zoning requests due to the potential impacts on the potable water supply.

Time Needed:

9:00 a.m.

Person Appearing:

Davenport and Company Senior Vice President Ted Cole & Public Utilities Director Mike Lang

Request prepared by:

Mike Lang

Telephone:

966 9625

Copy provided to:

County Administrator

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	8/15/2025 - 11:22 AM
Administration	Hathaway, Rodney	Approved	8/17/2025 - 8:51 PM
Attorney	Hefty, Brendan	Approved	8/18/2025 - 9:02 AM

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

Meeting Date: 8/29/2025

Agenda Item

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	recommend that the Parks and Recreation Department plan and implement community input regarding the Makieme Woods property as a park.
Subject	Makieme Woods Update
Issue	Parks and Recreation staff will provide an update on the Makieme Woods visit with stakeholders and potential next steps regarding the property. Makieme Woods is a county-owned property. Parks and Recreation was tasked to explore the property as a park. The Department is seeking feedback from the BOS for next steps.
Recommendation	
Fiscal Implications	Potential FY26 operating costs for community input sessions and conceptual planning/renderings. Potential capital cost for FY27 and beyond.
Policy Implications	n/a
Legislative History	n/a
Discussion	Makieme Woods is a county-owned property. Parks and Recreation was tasked to explore the property as a park. The Department is seeking feedback from the BOS for next steps. Consideration to identify the property in the Comprehensive Plan, Parks Departmental Master Plan and enter in the VOP (Virginia Outdoors Plan).

Time Needed:	9:20 a.m.	Person Appearing:	Director of Parks & Recreation Kim Turner and Assistant Director Jason Baldwin
Request prepared by:	Kim Turner	Telephone:	ext 8501
Copy provided to:			

REVIEWERS:

Department	Reviewer	Action	Date
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Clerk	Watkins, Wanda	Approved	8/15/2025 - 11:09 AM
Administration	Hathaway, Rodney	Approved	8/17/2025 - 8:52 PM
Attorney	Hefty, Brendan	Approved	8/18/2025 - 9:02 AM

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

Meeting Date: 8/29/2025

Agenda Item

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	
Subject	Parks and Recreation Department Annual Update
Issue	Overview of the Department including parks and facilities, programs and other administrative functions. Opportunity for feedback from the BOS, if desired.
Recommendation	
Fiscal Implications	
Policy Implications	
Legislative History	
Discussion	Parks and Recreation staff will provide an annual overview and BOS are encouraged to provide feedback.

Time Needed:	9:35 a.m.	Person Appearing:	Director of Parks & Recreation Kim Turner
Request prepared by:	Kim Turner	Telephone:	X8501
Copy provided to:			

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	8/15/2025 - 11:10 AM
Administration	Hathaway, Rodney	Approved	8/17/2025 - 8:52 PM
Attorney	Hefty, Brendan	Approved	8/18/2025 - 9:03 AM

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

Meeting Date: 8/29/2025

Agenda Item

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

approve Parks and Recreation staff to procure design for additional parking at Pine Fork Park.

Subject

Pine Fork Park Parking Project Request

Issue

Parks and Recreation, and County stakeholders have received concerns about the parking availability during peak athletic seasons at Pine Fork Park (i.e., fall and spring weekends).

Recommendation

Approve funding for additional parking lot design.

Fiscal Implications

Consider deferring, or removing spray/splash pad project from FY 26 and use funds for parking lot design and build.

Policy Implications

N/A

Legislative History

N/A

Discussion

The parking lot between the originally proposed basketball and tennis courts is approximately 14,400 sqft, and the field house was 24,880 sqft. Thus, we have approximately 39,280 sqft of impervious surface to use that has not currently been built. The draft layout I provided is approximately 39,775 sqft of impervious area. In the draft layout, you lose roughly 7 spaces to the connection points and gain roughly 78 spaces, resulting in a net gain of 71 spaces. If we move forward with the parking lot adjacent to the tennis courts, as originally designed, you will gain another 26 spaces for a total net gain of 97 spaces.

If the County stays within the bounds of what impervious areas were accounted for in the original stormwater design, then the County shouldn't need detailed stormwater calcs. We could then run this as a quick layout amendment by basically showing what was cut out/relocated and what is now proposed. We are requesting approval to move forward with engineering plans.

Time Needed:

9:50 a.m.

Person Appearing:

Director of Parks & Recreation Kim Turner and Assistant Director Jason Baldwin

Request prepared by:	Kim Turner	Telephone:	ext 8501
Copy provided to:			

ATTACHMENTS:

Description	Type
Pine Fork Park Parking - DRAFT (PDF)	Exhibit
Pine Fork Park Layout Sheets (PDF)	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	8/15/2025 - 11:18 AM
Administration	Hathaway, Rodney	Approved	8/17/2025 - 8:51 PM
Attorney	Hefty, Brendan	Approved	8/18/2025 - 9:03 AM

Joint Access Easement
for Parcel 1 and Parcel 2
50' Wide and 100' Long
P.B. 20, Pg. 516

PROPOSED BARRICADE LOCATION AS
SHOWN ON FIELDS AT PINE FORK S/D
CONTRACTOR TO COORDINATE
RELOCATION WITH S/D CONTRACTOR TO
ENSURE BARRICADE IS LOCATED OUTSIDE
OF PARK ENTRANCE

Pine Fork LLC
T.M. 21-91B
GPIN # 112-0649-4405
D.B. 629, Pg. 1180
Zoned A-1

SEE SHEET 20
FOR MORE DETAILED
LAYOUT FOR BASEBALL FIELDS

SINGLE MONUMENT
SIGN DESIGNED BY
OTHERS. BUILDING
PERMIT REQUIRED.
LOCATION TO BE
ALIGNED WITH
FIELDS AT PINE
FORK SIGN.

Pine Fork Rd.
Route 610
Variable Width R/W
and 60' R/W
P.B. 21, Pg. 229

17' Asphalt
Pavement

10'
Restricted Access
Easement
P.B. 20, Pg. 516

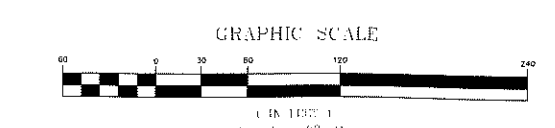
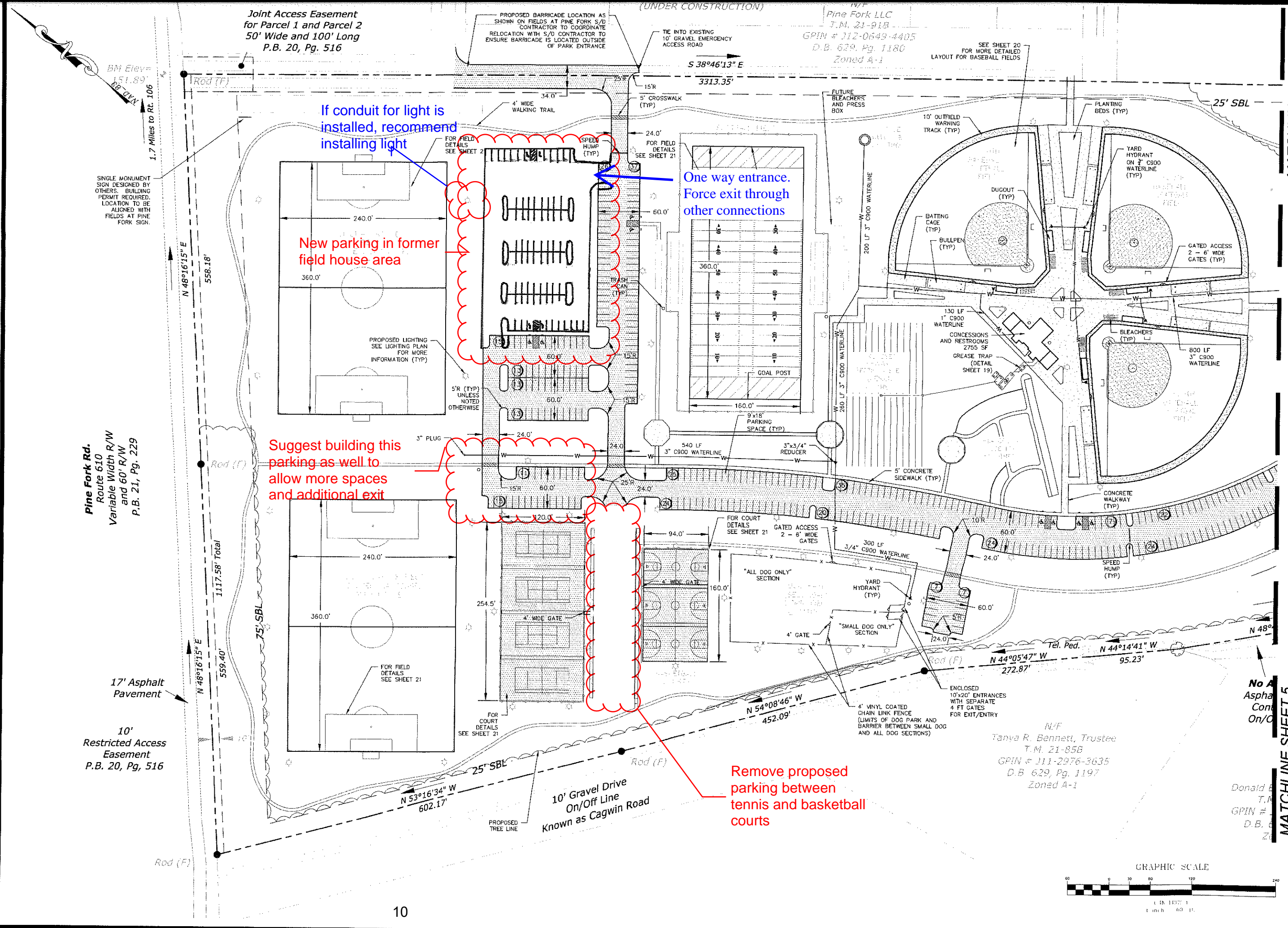
If conduit for light is
installed, recommend
installing light

New parking in former
field house area

Suggest building this
parking as well to
allow more spaces
and additional exit

One way entrance.
Force exit through
other connections

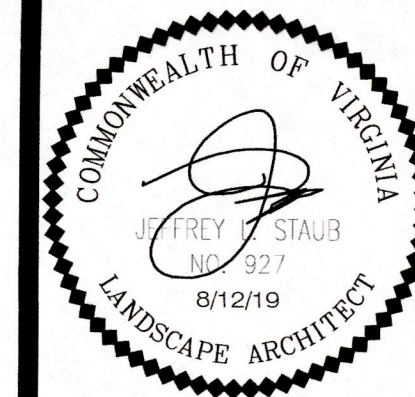
Remove proposed
parking between
tennis and basketball
courts



Donald B...
T.M. ...
GPIN # ...
D.B. ...
Z...

N/F
Tanva R. Bennett, Trustee
T.M. 21-85B
GPIN # 111-2976-3635
D.B. 629, Pg. 1197
Zoned A-1

No A
Aspha
Cont
On/O



SILVERCORE
LAND DEVELOPMENT CONSULTANTS



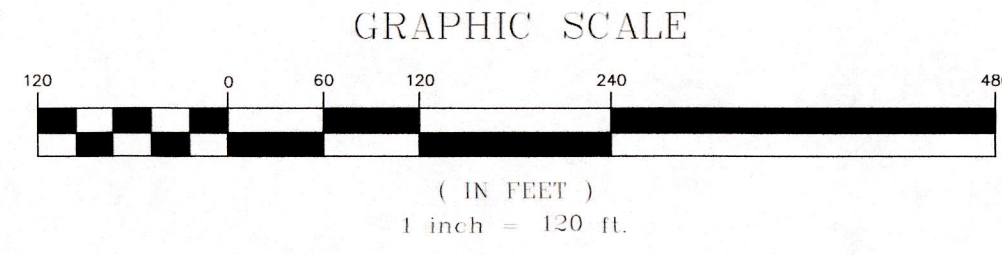
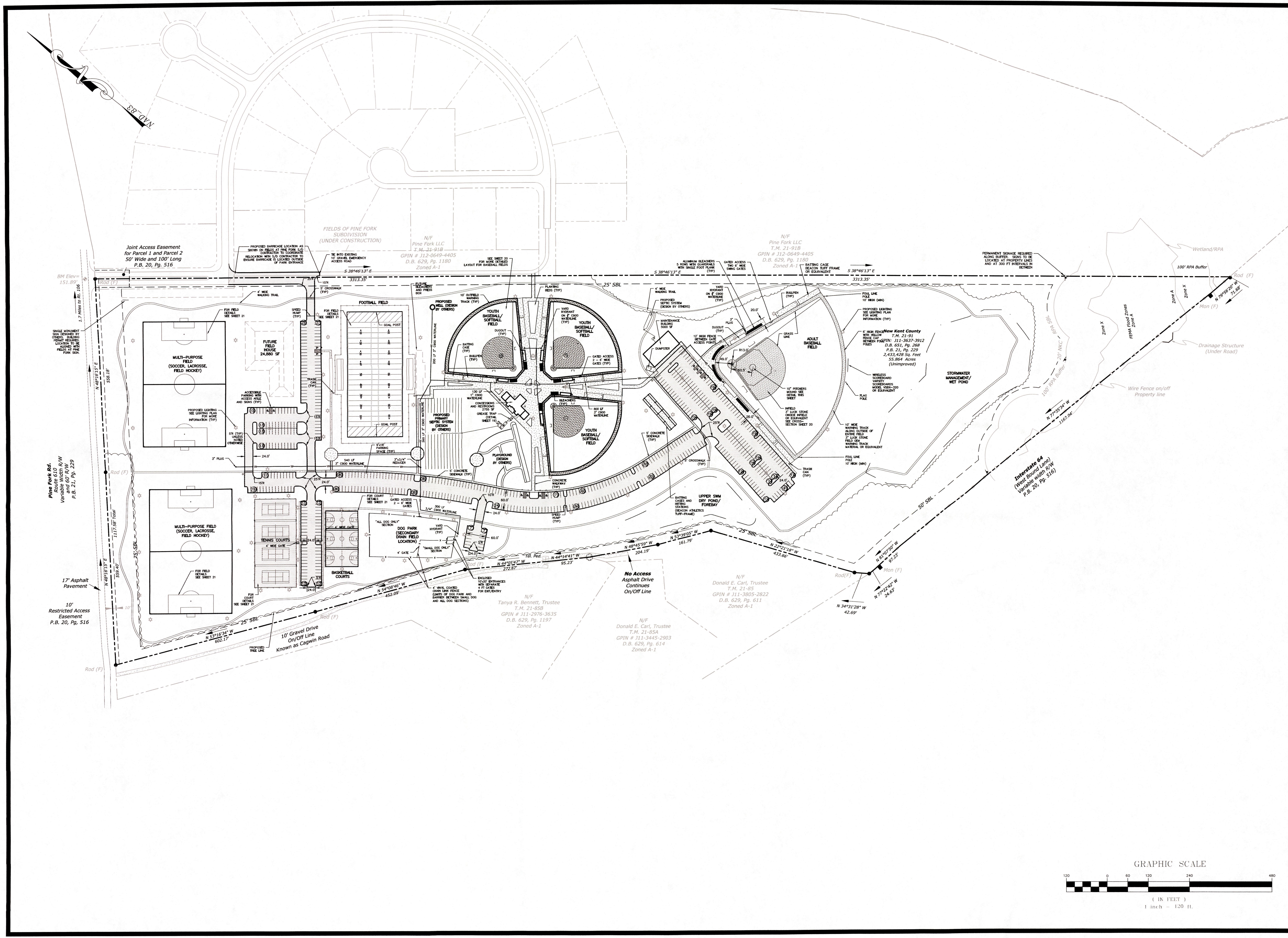
7110 FOREST AVENUE SUITE 204 RICHMOND, VA 23228 (804) 785-6800

PINE FORK PARK
LAYOUT PLAN (OVERALL)
NEW KENT COUNTY, VIRGINIA

REV.	DATE	DESCRIPTION
1	12/01/18	COUNTY COMMENTS
2	2/19/19	COUNTY COMMENTS
3	3/6/19	ADDED POND DETAILS PER GEOTECH
4	3/28/19	COUNTY COMMENTS
5	4/17/19	ADDENDUM 1
6	5/15/19	COUNTY COMMENTS

DESIGN BY: Steve King
CHECKED BY: Jeff Staub
DRAWING SCALE: 1"=120'
DATE: 10/15/2018

SHEET
3
JOB #: 140030

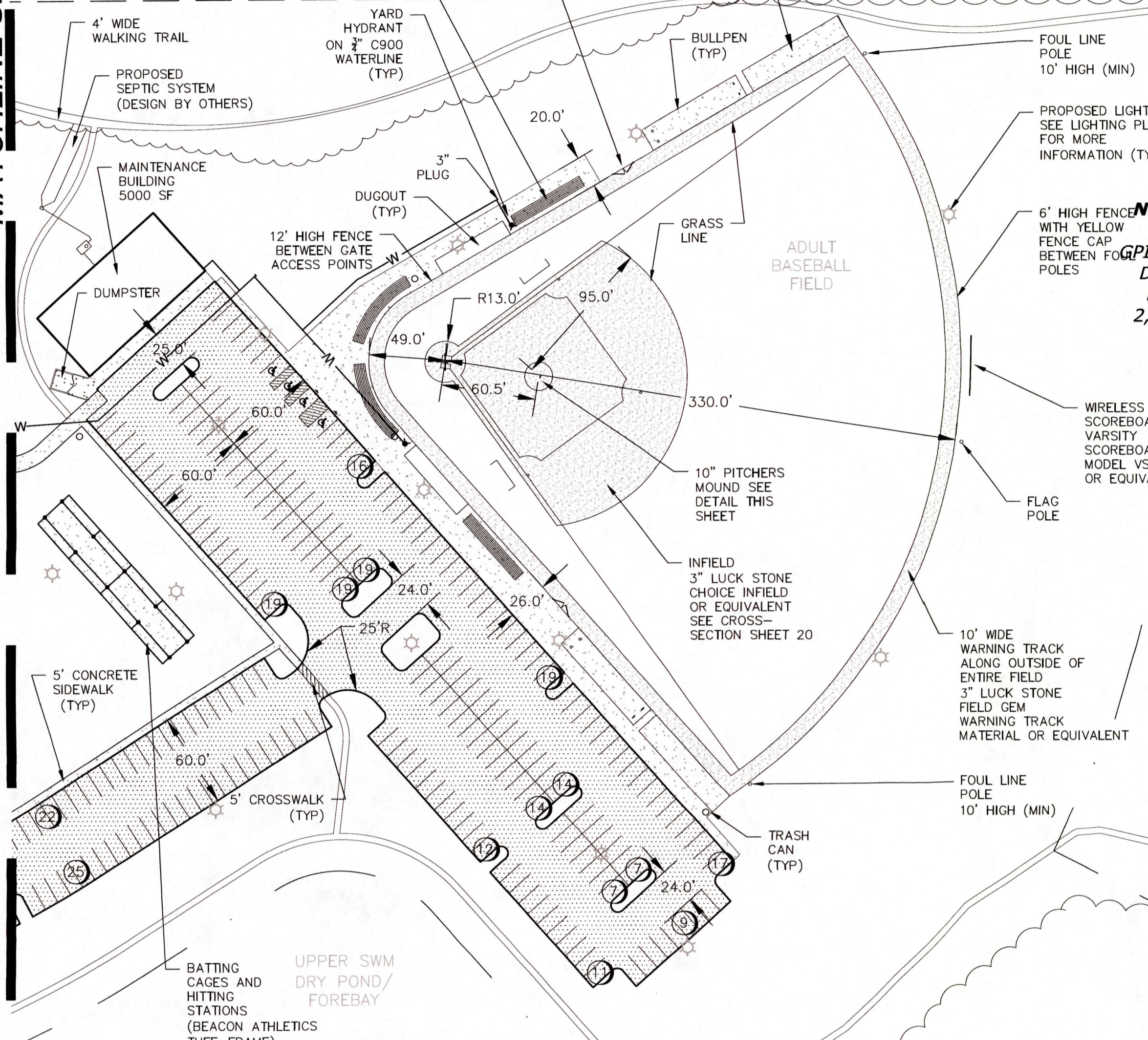


MATCHLINE SHEET 4

MATCHLINE SHEET 4

N/F
Pine Fork LLC
T.M. 21-91B
GPIN # J12-0649-4405
D.B. 629, Pg. 1180
Zoned A-1

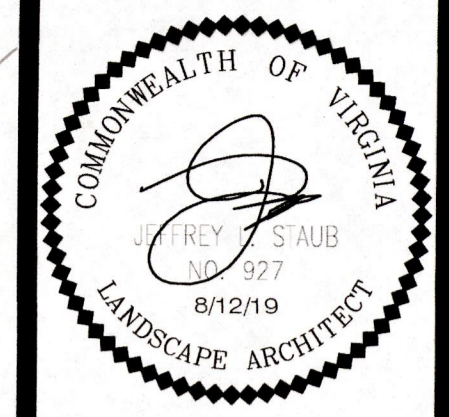
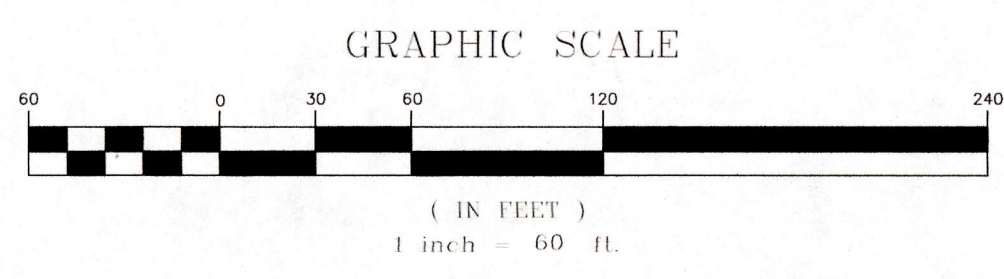
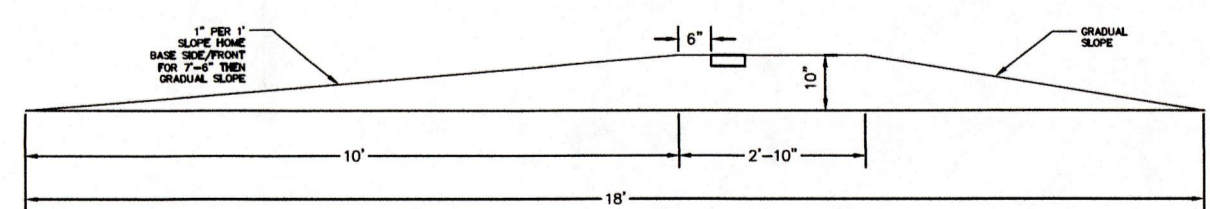
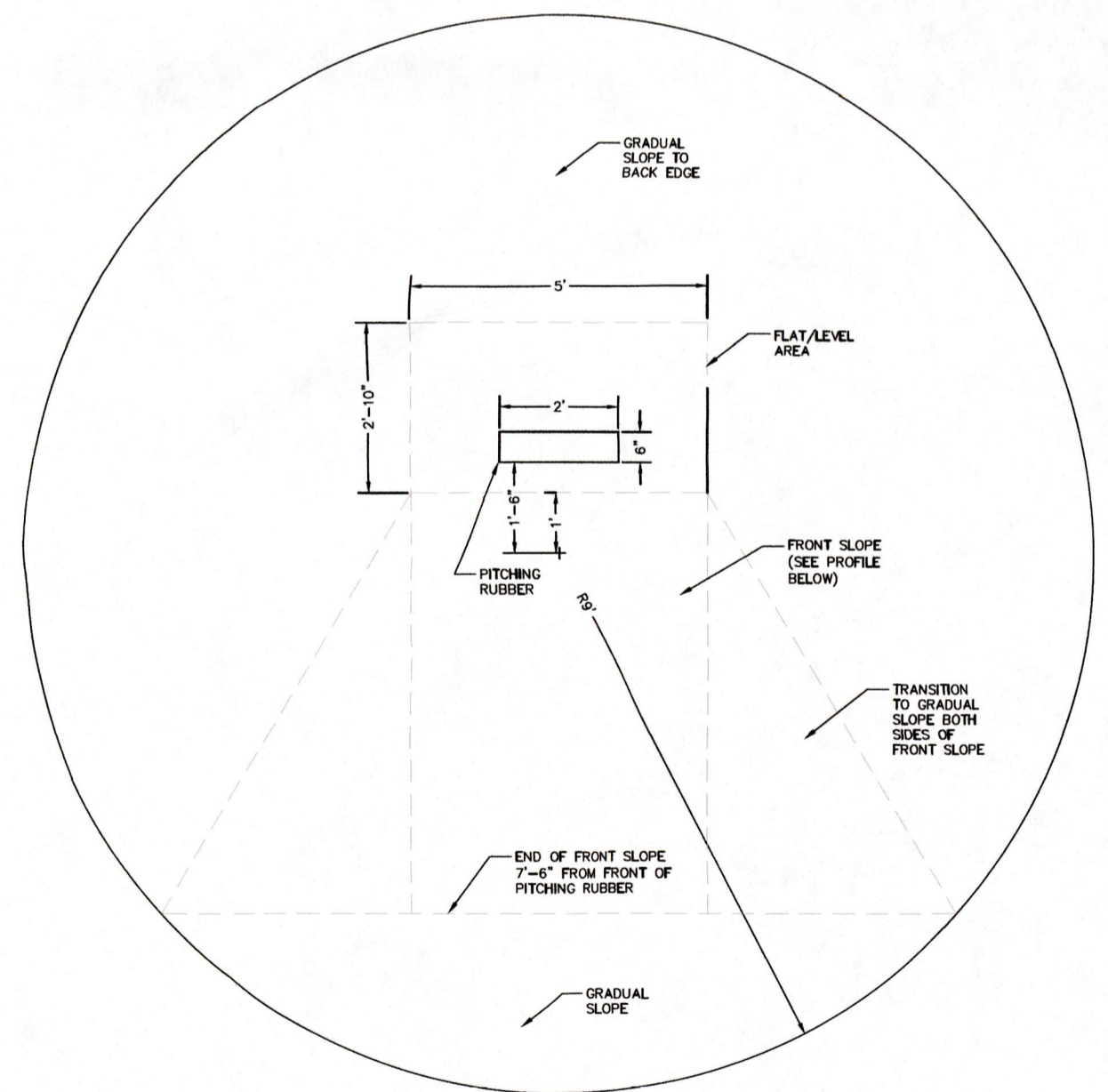
PERMANENT SIGNAGE REQUIRED
ALONG BUFFER. SIGNS TO BE
LOCATED AT PROPERTY LINES
AND AT 300 FT INTERVALS IN
BETWEEN



New Kent County
T.M. 21-91
GPIN: J11-3637-3912
D.B. 651, Pg. 268
P.B. 21, Pg. 229
2,433,428 Sq. Feet
55.864 Acres
(Unimproved)

Interstate 64
(West Bound Lane)
Variable width R/W
P.B. 20, Pg. 516

ADULT 10" PITCHER'S MOUND



SILVERCORE
LAND DEVELOPMENT CONSULTANTS
7710 FOREST AVENUE, SUITE 204, RICHMOND, VA 23228 (P) 804-280-4800

PINE FORK PARK
LAYOUT PLAN II
NEW KENT COUNTY, VIRGINIA

REV.	DATE	DESCRIPTION
1	12/21/18	COUNTY COMMENTS
2	2/19/19	COUNTY COMMENTS
3	3/6/19	ADDED POND DETAILS PER GEOTECH
4	3/28/19	COUNTY COMMENTS
5	4/17/19	ADDENDUM 1
6	5/15/19	COUNTY COMMENTS

DESIGN BY: Steve King
CHECKED BY: Jeff Staub
DRAWING SCALE: 1"=60'
DATE: 10/15/2018

SHEET
5
JOB #: 140030

N/F
Donald E. Carl, Trustee
T.M. 21-85
GPIN # J11-3805-2822
D.B. 629, Pg. 611
Zoned A-1

N/F
Carl, Trustee
T.M. 21-85A
GPIN # J11-3445-2903
D.B. 629, Pg. 614
Zoned A-1

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

Meeting Date: 8/29/2025

Agenda Item

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	adopt Resolution R-28-25 affirming commitment to fund the locality share of the Route 249 and Dispatch Road Roundabout project and authorize the County Administrator and/or his designees to execute all agreements and/or addendums related to the Route 249 and Dispatch Road Roundabout.
Subject	Resolution R-28-25 Affirming Commitment to Fund the Locality Share of the Route 249 and Dispatch Road Roundabout
Issue	New Kent is a recipient of Virginia Department of Transportation funds under various grant programs for transportation-related projects. The Virginia Department of Transportation requires each locality, by resolution, to provide assurance of its commitment to funding its local share. This request is for the Board of Supervisors to affirm the County's commitment to fund its local share of preliminary engineering, right-of-way, and construction of the Route 249 and Dispatch Road Roundabout in agreement with the Virginia Department of Transportation Revenue Share Program.
Recommendation	Adoption of Resolution R-28-25
Fiscal Implications	Central Virginia Transportation Authority (CVTA) funding will be used to cover New Kent County's locality share, estimated to be \$4.4M.
Policy Implications	
Legislative History	
Discussion	This resolution is necessary for New Kent's VDOT Revenue Share application for funding related to the Route 249/Dispatch Road Roundabout. The application window is August 15, 2025 to September 15, 2025.

Time Needed:	10:05 a.m.	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:

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ATTACHMENTS:

Description	Type
Resolution R-28-25 (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	8/18/2025 - 3:32 PM
Administration	Hathaway, Rodney	Approved	8/20/2025 - 11:53 AM
Attorney	Hefty, Brendan	Approved	8/21/2025 - 3:33 PM

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

R-28-25

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 29th 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 AFFIRMING COMMITMENT TO FUND THE
LOCALITY SHARE OF PROJECTS UNDER AGREEMENT
WITH THE VIRGINIA DEPARTMENT OF TRANSPORTATION
AND PROVIDE SIGNATURE AUTHORITY**

WHEREAS, the County of New Kent is a recipient of Virginia Department of Transportation funds under various grant programs for transportation-related projects; and

WHEREAS, the Virginia Department of Transportation requires each locality, by resolution, to provide assurance of its commitment to funding its local share; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of New Kent County hereby commits to fund its local share of preliminary engineering, right-of-way, and construction of the Route 249 and Dispatch Road Roundabout in agreement with the Virginia Department of Transportation Revenue Share Program; and

BE IT FURTHER RESOLVED, that the County Administrator and/or his designees are authorized to execute all agreements and/or addendums related to the Route 249 and Dispatch Road Roundabout.

In witness whereof, the forgoing was adopted by Board of Supervisors of New Kent County, Virginia on August 29, 2025.

Rodney A. Hathaway
County Administrator

Thomas W. Evelyn
Board Chairman

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

Meeting Date: 8/29/2025

Agenda Item

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	no action is required.
Subject	New Kent County Housing Advisory Committee Update
Issue	Update from the Chairman of the New Kent County Housing Advisory Committee
Recommendation	NA
Fiscal Implications	NA
Policy Implications	NA
Legislative History	The New Kent County Housing Advisory Committee was established on July 13, 2023 with the adoption of resolution R-19-23.
Discussion	The Committee Chairman, Mr. Andrew Shine will provide an update on the activities and progress of the Housing Advisory Committee.

Time Needed:	10:15 a.m.	Person Appearing:	Housing Advisory Committee Chairman Andrew Shine
Request prepared by:	Rodney Hathaway, County Administrator	Telephone:	(804) 966-9683
Copy provided to:			

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Hathaway, Rodney	Approved	8/18/2025 - 8:08 AM
Administration	Hathaway, Rodney	Approved	8/18/2025 - 8:08 AM
Attorney	Hefty, Brendan	Approved	8/18/2025 - 9:01 AM

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

Meeting Date: 8/29/2025

Agenda Item

<p>Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)</p>	<p>approve the requested tax incentives for the proposed Hearth at Patriots Landing Development submitted by Terry Peterson Companies.</p> <p>I further move to authorize the County Administrator to execute a performance agreement for the tax incentives on behalf of the County with Terry Peterson Companies and the Economic Development Authority in a form approved by the County Attorney.</p>
<p>Subject</p>	<p>Consideration of Tax Incentives for the Hearth at Patriots Landing Development</p>
<p>Issue</p>	<p>Request from Terry Petersons Companies for tax incentives for the construction of rent restricted residential apartment units that are attainable for the County's workforce.</p>
<p>Recommendation</p>	<p>This request has been considered by the Housing Advisory Committee and has been recommended for approval.</p>
<p>Fiscal Implications</p>	<p>The attached tax model includes a 10-year incentive period projection of gross revenues totaling \$3,854,069 from real estate and personal property taxes. The total tax incentives provided over the ten-year period would equal \$1,132,193. Therefore, the net tax revenue over the requested 10-year period would total \$2,721,877.</p>
<p>Policy Implications</p>	<p>The granting of the requested tax incentives would be in compliance with all Federal, State, and local laws.</p>
<p>Legislative History</p>	<p>The zoning for this project was approved in 2004 with the adoption of the Patriot's Landing Planned Unit Development. The County has approved a site plan for the project which consist of a 216-unit multi-family rental apartment development to be known as Heath Apartments at Patriots Landing.</p>
<p>Discussion</p>	<p>Terry Peterson Companies has requested tax incentives that would commit them to restricting the rent of 50% of their units so that 1.) 24 one bedroom/one bath units would be affordable to households with an income of up to 80% of the County's Average Median Income; 2.) 60 two-bedroom/two bath units would be affordable to households with an income of up to 90% of the County's Average Median Income; and 3.) 24 three bedroom/ three bath units would be affordable to households with an income of up to 100% of the Average Median Income.</p> <p>In return, the County would refund a portion of the real estate taxes paid by the developer/owner as follows:</p> <p style="padding-left: 40px;">Years 1 thru 4 60% of amount paid will be refunded</p>

Years 5 thru 7	40% of amount paid will be refunded
Years 8 thru 10	20% of amount paid will be refunded

The area median income (AMI) is calculated on an annual basis by the U.S. Department of Housing and Urban Development.

Time Needed:	10:30 a.m.	Person Appearing:	County Administrator Rodney Hathaway
Request prepared by:	Rodney Hathaway, County Administrator	Telephone:	(804) 966-9683
Copy provided to:			

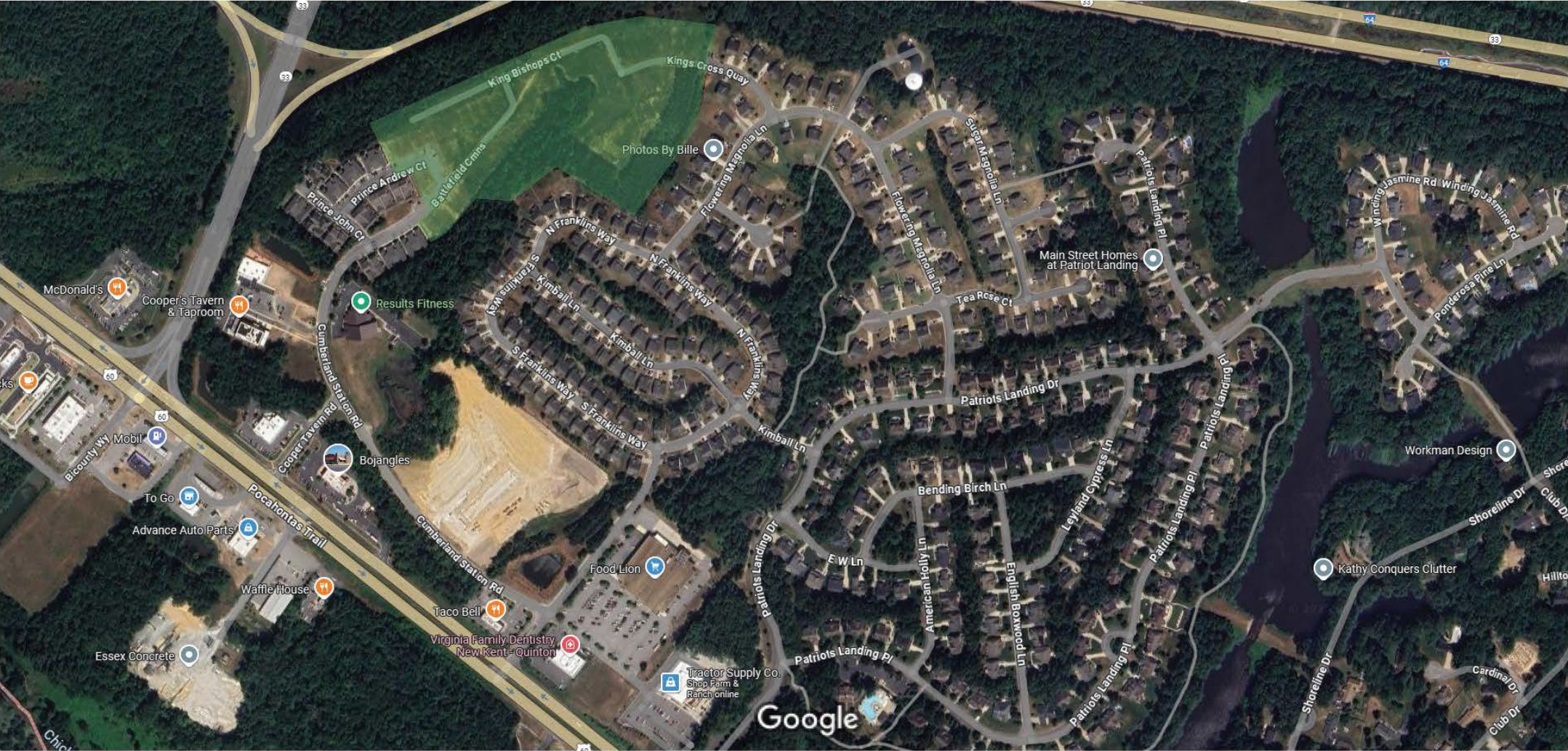
ATTACHMENTS:

Description	Type
Project Summary	Cover Memo
Tax Incentive Request Summary	Cover Memo
Draft Tax Incentive Agreement	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Hathaway, Rodney	Approved	8/18/2025 - 8:55 AM
Administration	Hathaway, Rodney	Approved	8/18/2025 - 8:56 AM
Attorney	Hefty, Brendan	Approved	8/18/2025 - 9:04 AM

Hearth at Patriots Landing Project



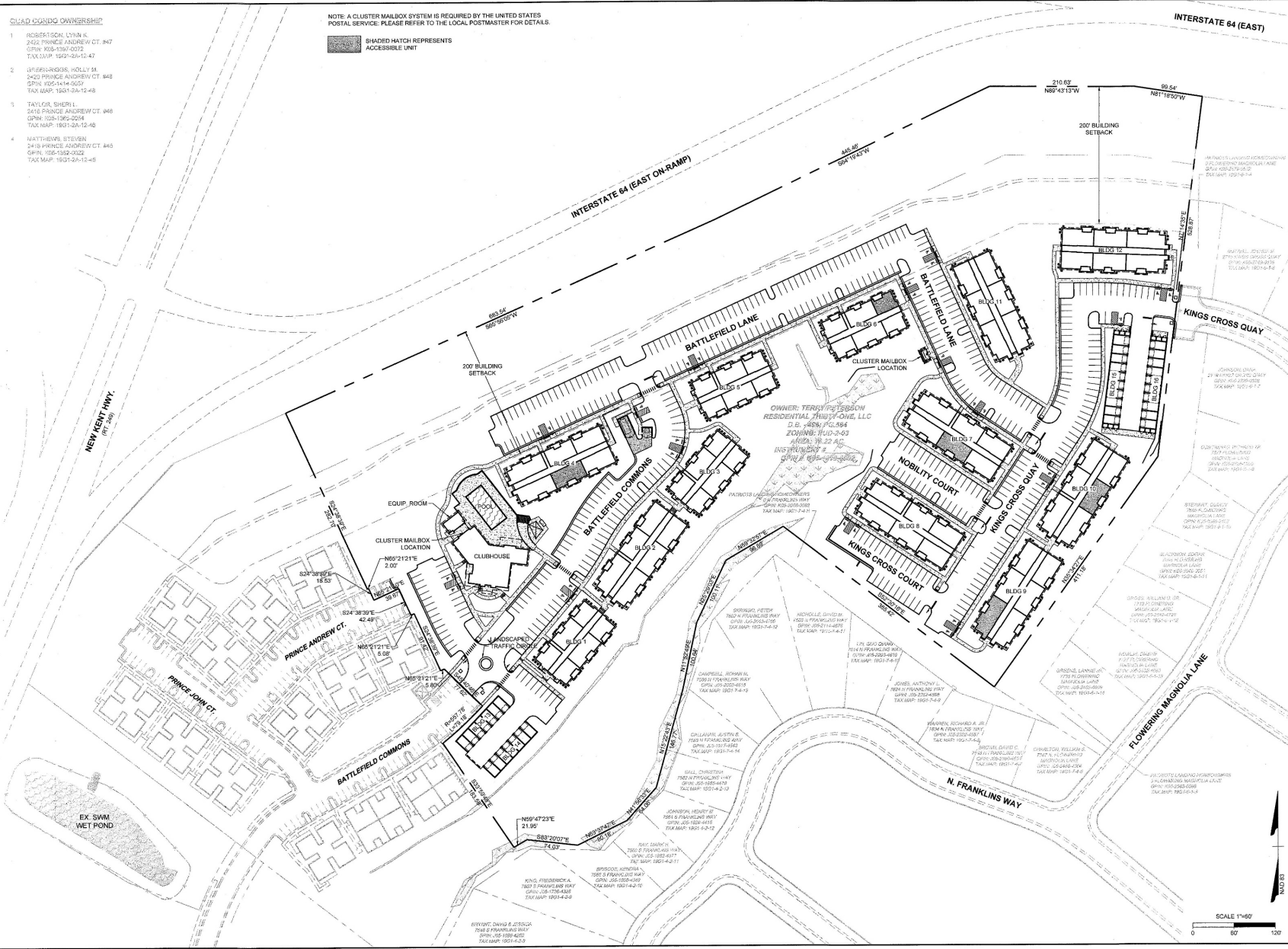
CLUSTER MAILBOX OWNERSHIP

- ROBERTSON, LYNN K.
2422 PRINCE ANDREW CT. #47
OPIN: 1931-157-0322
TAX MAP: 1931-2A-12-47
- SPERBERG, HOLLY M.
2423 PRINCE ANDREW CT. #48
OPIN: 1931-157-0307
TAX MAP: 1931-2A-12-48
- TAYLOR, SHERI
2424 PRINCE ANDREW CT. #49
OPIN: 1931-157-0308
TAX MAP: 1931-2A-12-49
- MATTHEWS, STEVEN
2419 PRINCE ANDREW CT. #45
OPIN: 1931-157-0323
TAX MAP: 1931-2A-12-45

NOTE: A CLUSTER MAILBOX SYSTEM IS REQUIRED BY THE UNITED STATES POSTAL SERVICE. PLEASE REFER TO THE LOCAL POSTMASTER FOR DETAILS.

SHADED MATCH REPRESENTS ACCESSIBLE UNIT

12/20/2022 10:41 AM
 C:\PROJECTS\2022\12\20\2022-12-20\12-20-2022-12-20.dwg
 12/20/2022 10:41 AM
 C:\PROJECTS\2022\12\20\2022-12-20\12-20-2022-12-20.dwg



THIS DRAWING PREPARED BY THE
 1001 Meadows Parkway, Suite 200 | Richmond, VA 23225
 TEL: 804.300.6500 FAX: 804.300.6100 | www.timmons.com

DATE	DESCRIPTION
12/20/22	PLANS REVISED PER COUNTY COMMENTS
06/29/22	PLANS REVISED PER COUNTY COMMENTS
06/29/22	PLANS REVISED PER COUNTY COMMENTS

YOUR VISION ACHIEVED THROUGH OURS

DATE: 1/28/2022
 DRAWN BY: J. KIEFER
 DESIGNED BY: G. ROGERS
 CHECKED BY: A. CAMPBELL
 SCALE: 1" = 60'

TIMMONS GROUP

HEARTH AT PATRIOTS LANDING
 DISTRICT 2 - NEW KENT COUNTY - VIRGINIA
OVERALL PLAN

SUB NO.: 49757
 SHEET NO.: C0.1

THIS DRAWING IS THE PROPERTY OF TIMMONS GROUP AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF TIMMONS GROUP.



1 END VIEW - TYPE I
1-0.1



2 LONG SIDE VIEW -TYPE I
1-0.1



2 Pool / Hearth View
SD3.1



1 Corner Street View
SD3.1

Hearth at Patriots Landing Revenue Estimates

	Investment	Tax Rate	Yr 1 (2026)	Yr 2 (2027)	Yr 3 (2028)	Yr 4 (2029)	Yr 5 (2030)	Yr 6 (2031)	Yr 7 (2032)	Yr 8 (2033)	Yr 9 (2034)	Yr 10 (2035)	Total Years 1-10	Notes
Real Estate														
Year 1 investment	\$17,914,434	\$0.60	\$107,487	\$107,487	\$107,487	\$107,487	\$107,487	\$107,487	\$107,487	\$107,487	\$107,487	\$107,487	\$1,074,866	Taxed at \$0.60 per every \$100 of assessed value
Year 2 investment	\$29,857,390			\$179,144	\$179,144	\$179,144	\$179,144	\$179,144	\$179,144	\$179,144	\$179,144	\$179,144	\$1,612,299	
Year 3 investment	\$1,990,493				\$11,943	\$11,943	\$11,943	\$11,943	\$11,943	\$11,943	\$11,943	\$11,943	\$95,544	
														*Assumes a flat real estate assessment and tax
Personal Property														
Vehicle registrations (assumes avg \$20,000 value for 216 new residents)	\$4,320,000	\$3.10			\$133,920	\$133,920	\$133,920	\$133,920	\$133,920	\$133,920	\$133,920	\$133,920	\$1,071,360	Taxed at \$3.10 per every \$100 of assessed value
Gross Tax Revenue			\$107,487	\$286,631	\$432,494	\$432,494	\$432,494	\$432,494	\$432,494	\$432,494	\$432,494	\$432,494	\$3,854,069	Total Estimated Tax Revenue Generated
LURA Agreement Request	60% tax rebate	\$594,759	\$64,492	\$171,979	\$179,144	\$179,144								
	40% tax rebate	\$358,288					\$119,430	\$119,430	\$119,430					
	20% tax rebate	\$179,144								\$59,715	\$59,715	\$59,715		
	Total Tax rebate estimate:	\$1,132,192												
Net Tax Revenue			\$42,995	\$114,652	\$253,350	\$253,350	\$313,064	\$313,064	\$313,064	\$372,779	\$372,779	\$372,779	\$2,721,877	Total Estimated Net Tax Revenue Generated

[CPL DRAFT 6.12.25—SUBJECT TO DISCUSSION WITH NEW KENT COUNTY]

Hearth Apartments at Patriots Landing

Elements of Land Use Restriction Agmt (“LURA”)—Rent Restriction
and
New Kent County Real Estate Tax Rebate

Project Unit and Building Mix

- Project will be comprised of 216 units: 48-1BR/1Ba; 120-2BR/2Ba and 48-3BR/2Ba
- 12 Bldgs:
 - 8 “A” Bldgs, each containing 12-2BRs and 6-3BRs; Bldg #s 2, 4 and 7-12
 - 4 “B” Bldgs, each containing 12-1BRs and 6-2BRs; Bldg #s 1, 3, 5 and 6
 - A total of 5 of these units will be ADA Type A units: 1-1BR; 3-2BR and 1-3BR

Elements of Rent Restriction

- Rent restriction will have a []-year term
- 50% of the units in each category will be subject to the rent restriction, including 1 unit in each category of ADA units
- Monthly rent restrictions for each category of unit will be a sum equal to the product of the following AMI percentages for each unit type multiplied by 0.30, divided by 12:
 - 3BRs—100% of AMI
 - 2BRs—90% of AMI
 - 1BRs—80% of AMI

Elements of New Kent County Real Estate Tax Rebate

- Tax rebate will have a 10-year term
- Tax rebate will reduce over time:
 - 60% tax rebate for first 4 years
 - 40% tax rebate for next 3 years
 - 20% tax rebate for last 3 years
- Rebate payments will be made by County within 30 days after receipt of the tax payments

Other Elements of LURA

- Parties to LURA will be Property Owner and New Kent County
- LURA will have a []-year term; following expiration of the term the parties will execute and record a release of the LURA
- Annually, Property Owner will submit a certificate to County, supported by a rent roll and the AMI published amounts, evidencing compliance with rent restriction provisions; compliance will be subject to audit by County
- LURA will contain reasonable enforcement mechanisms
- LURA will be recorded in the land records of County prior to recordation of any deed of trust or other lien (including any deed of trust or other lien securing project financing)
- LURA will (i) survive foreclosure and bankruptcy, (ii) run with the land and (iii) benefit and burden all future owners of the property
- Any purchaser of the property, whether at foreclosure or otherwise, will take title subject to LURA

linds[CPL Apartments Draft 6.11.2025]

Prepared by:
Cartwright R. Reilly, Esq. (VSB # 80862)
Williams Mullen
222 Central Park Avenue, Suite 1700
Virginia Beach, Virginia 23462-3035

After Recording Return to:
Stewart Title & Settlement Services, Inc.
1401 Kristina Way, Suite 204
Chesapeake, VA 23320

GPIN: K05-1899-0092; TAX MAP ID: 19G1-2-A

Exemption Claimed: Virginia Code Section 58.1-809

Title Insurance: Stewart Title Guaranty Company

RENT RESTRICTION AND REAL ESTATE TAX ASSISTANCE AGREEMENT

THIS RENT RESTRICTION AND REAL ESTATE TAX ASSISTANCE AGREEMENT (as in effect from time to time, "Agreement") is made as of [_____], 2025 ("Effective Date"), by and between **CPL APARTMENTS LLC**, a Virginia limited liability company ("CPL"), *index as grantor and grantee*, and the **COUNTY OF NEW KENT, VIRGINIA** ("County"), *index as grantor and grantee*. CPL and County sometimes are referred to individually as a "Party" and collectively as the "Parties."

RECITALS:

A. CPL owns an 18.369+/- acre parcel of real property located in the County and described on **Exhibit A** attached to and incorporated in this Agreement ("Property"). CPL intends to develop, construct, equip and operate the Property as a 216-unit multi-family rental apartment project ("Project") to be known as **Hearth Apartments at Patriots Landing**. The Project will be comprised of 48 one-bedroom/one bath units, 120 two-bedroom/two bath units and 48 three-bedroom/three bath units (collectively, "Units"). A total of 5 Units (1 one-bedroom/one bath unit, 3 two-bedroom/two bath units and 1 three-bedroom/three bath unit) will be first floor Units that constitute Type A accessible Units under the American with Disabilities Act (as in effect from time to time, "ADA").

B. CPL has requested that County provide real estate tax payment assistance for the Project and has offered to restrict the amount of rent that CPL will charge.

C. County has determined that it is in the best interests of its residents and businesses to stimulate the development of new workforce multi-family rental housing, such as the Project.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Defined Terms. Capitalized words and phrases used and defined in this Agreement have the meanings assigned to such words and phrases in the preamble and recitals above and in the following definitions:

“AMI” means the area median income for households located in the region in which the County is located, as calculated on a calendar year basis by the U.S. Department of Housing and Urban Development.

“Rent” means the monthly rental charge set forth in a lease for a tenant to use and occupy a Unit as such tenant’s residence.

“Term” means the period commencing on the Effective Date and ending on the date that is Twenty years (_20_) years after the Effective Date.

“Effective Date” means the year that the first tax rebate was issued by the County. The County will begin the issuance of tax rebates once fifty-percent (50%) of the units in each defined category (see section 2) has obtained a certificate of occupancy from the County Building Official.

2. Rent Restriction. During the Term, the Rent charged for use and occupancy of fifty percent (50%) of the Units in each category of Unit (*i.e.*, 24 one-bedroom/one bath units, 60 two-bedroom/two bath units and 24 three-bedroom/three bath units), including but not limited to 1 Unit in each category of ADA Type A Units, cannot exceed an amount equal to:

- (a) One-Bedroom/One Bath Units: the product of 80% of the AMI for such Units multiplied by 0.30, divided by 12.
- (b) Two-Bedroom/Two Bath Units: the product of 90% of the AMI for such Units multiplied by 0.30, divided by 12.
- (c) Three-Bedroom/Two Bath Units: the product of 100% of the AMI for such Units multiplied by 0.30, divided by 12.

3. Real Estate Tax Assistance. County will rebate to CPL a percentage of real estate taxes paid to County with respect to the Property and Project as follows:

Period of Tax Payments	Percentage of Rebate
First 4 Years	60% of amount paid
Next 3 Years	40% of amount paid
Last 3 Years	20% of amount paid

Rebates will be paid by County to CPL within thirty (30) days after payment of the applicable real estate tax is received by County.

4. Recordation and Release of Agreement. CPL will record this Agreement, at CPL's expense, in the land records of the County prior to recordation of any deed of trust or other lien encumbering the Property. Once the Term has expired and each Party has fully and timely performed its obligations under this Agreement, the Parties will sign a termination and release of this Agreement and CPL will record such document in the land records of the County at CPL's expense.

5. Annual Certification; Books and Records; and Audit. No later than February 15 of the year following the end of each calendar year during the Term, CPL will submit to County a written certificate of compliance with the Rent restriction set forth in Section 2, substantially in the form of **Exhibit B** attached to and incorporated in this Agreement, together with the published AMI for such calendar year and a rent roll showing the rents charged during such calendar year. CPL's books and records relating to compliance with the Rent restriction set forth in Section 2 must be maintained by CPL at the Property, at the office of the property management company for the Project or at CPL's offices in reasonable condition for examination and audit by County. At any reasonable time not more than once per calendar year during the Term, and after at least seven (7) business days' prior written notice to CPL, County may examine and audit such books and records to determine compliance with the Rent restriction set forth in Section 2.

6. Subordination. Any deed of trust, mortgage or other lien encumbering the Property at any time will be subject and junior in priority to this Agreement. This Agreement will survive any foreclosure or bankruptcy.

7. Binding Effect; Running with the Land. This Agreement and all the rights, benefits, obligations and liabilities created by this Agreement will be deemed restrictions and covenants running with the land and title to the Property, and be binding on, and inure to the benefit of, the Parties and anyone having any right, title or interest in or to the Property or any part thereof, including, but not limited to, every owner, every trustee and every noteholder under any deed of trust constituting a lien on any portion of the Property, and all their respective heirs, successors and assigns.

8. Interpretative Provisions.

(a) Captions; Cross-references. The section headings and captions are inserted only for reference, and do not define, limit or otherwise affect the scope, meaning or effect of any provision. All cross references are to this Agreement unless otherwise indicated.

(b) Construction. As used in this Agreement: (a) (i) the term "or" is not exclusive and (ii) all references to "include," "includes," or "including" will be deemed to be followed by the words "without limitation;" (b) a reference to a law includes any amendment, modification or replacement to such law; (c) references to any document, instrument or agreement (i) will be deemed to include all addendums, appendices, exhibits, schedules and other attachments and all documents, instruments or agreements issued or executed in replacement thereof, and (ii) will mean such document, instrument or agreement, or replacement thereto, as amended, modified,

Virginia Beach, Virginia 23462
Email: johniii@terrypeterson.com

And to: Mr. Richard L. Bowie
4705 Columbus Street, Suite 150
Virginia Beach, Virginia 23462
Email: tuckbow@terrypeterson.com

If to County:

And to:

All such notices, demands, requests and other communications (and copies thereof) will be deemed to be delivered and received (a) five (5) days after being deposited in an office of the United States Postal Service, via registered or certified mail, return receipt requested, (b) one (1) business day after being deposited with a reputable overnight courier service (such as UPS or FedEx), priority delivery requested or (c) when delivered on a business day by electronic mail during regular business hours at the email addresses set forth above verified by electronic receipt. A Party's address may be changed by written notice to the other Party; *provided*, no notice of a change of address will be effective until actually received by the recipient. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice will not be deemed a failure to give notice. The attorney for a Party has the authority to send and receive notices on behalf of such Party.

(f) WAIVER OF JURY TRIAL. THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT EXECUTED IN CONNECTION HERewith OR RELATED HERETO, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS TRANSACTION.

(g) JURISDICTION AND VENUE. THE PARTIES IRREVOCABLY SUBMIT TO THE JURISDICTION AND VENUE OF THE COURTS OF THE COUNTY OF NEW KENT, COMMONWEALTH OF VIRGINIA AND THE U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF VIRGINIA, NORFOLK DIVISION, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND

IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING WILL BE HEARD AND DETERMINED EXCLUSIVELY IN THESE COURTS.

[Remainder of page intentionally blank; signature pages follow]

IN WITNESS WHEREOF, authorized representatives of the Parties have signed and delivered this Agreement as of the Effective Date.

CPL APARTMENTS LLC,
a Virginia limited liability company

By: _____ (SEAL)
John H. Peterson, III
Operating Manager

COMMONWEALTH OF VIRGINIA
CITY OF VIRGINIA BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by John H. Peterson, III, Operating Manager of CPL APARTMENTS LLC, a Virginia limited liability company, who is personally known to me or produced his Virginia issued driver's license as identification.

Notary Public

My commission expires: _____

Registration Number: _____

[AFFIX NOTARY SEAL]

[Signatures continue on next page]

[Signature Page to Rent Restriction & RE Tax Agmt—Hearth Apmts]

[Insert Signature and Notary Block for County]

EXHIBIT A

Legal Description of the Property

ALL THAT certain tract, piece or parcel of land, together with all improvements thereon and all easements and appurtenances belonging thereto, lying, situate and being in New Kent County, Virginia, and being known, numbered and designated as REMAINDER OF PARCEL "A" GPIN K05-1899-0092 on that certain plat titled "EXHIBIT C-21 CORRECTED PLAT OF PHASE 21 CUMBERLAND AT PATRIOTS LANDING CONDOMINIUM BLACK CREEK DISTRICT – NEW KENT COUNTY, VIRGINIA" dated May 18, 2022, prepared by Rouse-Sirine Associates Ltd., and recorded on June 24, 2022 in the Clerk's Office of the Circuit Court of New Kent County, Virginia, as Instrument No. 220002425 in Plat Book 21, at Page 836.

TOGETHER WITH the rights and obligations applicable to the aforesaid tract, piece or parcel of land as set forth in the Declaration of Condominium dated October 5, 2007 and recorded in the aforesaid Clerk's Office in Deed Book 522, at page 327 as amended by Amendment of Declaration of Condominium of Cumberland at Patriots Landing Condominium dated March 4, 2015 and recorded in the aforesaid Clerk's Office in Deed Book 639, at page 1855 and by Termination of Option to Expand Condominium and Exclusion of Additional Land from Condominium (Cumberland at Patriots Landing Condominium, New Kent County, VA) dated July 5, 2022 and recorded in the aforesaid Clerk's Office as Instrument Number 220002709.

IT BEING the same property conveyed to CPLApartments LLC, a Virginia limited liability company, by Deed of Contribution from Terry/Peterson Residential Thirty-One, L.L.C., a Virginia limited liability company, dated May 12, 2023, and recorded in the Clerk's Office aforesaid as Instrument Number 230001434.

CERTIFICATE OF COMPLIANCE

CPL APARTMENTS LLC, a Virginia limited liability company (“Project Owner”), having entered into that certain RENT RESTRICTION AND REAL ESTATE TAX ASSISTANCE AGREEMENT by and between Project Owner and the COUNTY OF NEW KENT, VIRGINIA (“County”), dated as of _____, 2025, recorded in the Clerk’s Office of New Kent County Circuit Court on _____, 2025 as Instrument No. _____ (as in effect from time to time, “Agreement”), in connection with the operation of a 216-unit multi-family rental apartment project (“Project”) known as Hearth Apartments at Patriots Landing, does hereby certify to County that the Project is in compliance with the Rent restriction set forth in the Agreement.

This Certificate is effective as of _____, 20____.

CPL APARTMENTS LLC,
a Virginia limited liability company

By: _____ (SEAL)
Name: _____
Title: _____

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

Meeting Date: 8/29/2025

Agenda Item

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	authorize the County Administrator to execute an agreement for lobbying and government relations services in a form approved by the County Attorney not to exceed an annual fee amount of \$72,000. I further move to appropriate \$72,000 for lobbying and government relations services from the Colonial Downs Reserve for Future Appropriations budget line Item.
Subject	Appropriation Request for Lobbying and Government Relations Services
Issue	Consideration of appropriation request to fund professional lobbying and government relations services.
Recommendation	Staff recommends adoption.
Fiscal Implications	The requested appropriation of \$72,000 would cover services for fiscal year 2026.
Policy Implications	Service has been procured in accordance with State and local public purchasing policies.
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 FY25 agreement with Capitol Square Strategies, LLC.

Time Needed:	10:45 a.m.	Person Appearing:	County Administrator Rodney Hathaway
Request prepared by:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			

ATTACHMENTS:

Description	Type
FY26 Agreement (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date

Clerk	Hathaway, Rodney	Approved	8/18/2025 - 8:02 AM
Administration	Hathaway, Rodney	Approved	8/18/2025 - 8:05 AM
Attorney	Hefty, Brendan	Approved	8/18/2025 - 9:01 AM



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 continued 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 state lobbying and government relations services on behalf of New Kent County.

Term

This engagement commences on July 1, 2025, and will end on Jun 30, 2026.

Parties may terminate this agreement by mutual agreement.

Billing

For the Engagement, Capitol Square Strategies, LLC will charge \$6,000 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.

This representation by Capitol Square Strategies, LLC, of New Kent County shall not create a conflict on any issue related to gaming, data centers, or energy development in the Commonwealth of Virginia, and New Kent County waives all conflicts that currently or may exist on those issues in the Commonwealth.

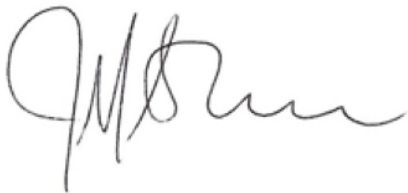
Our representation of the County is subject to both parties' agreement as set forth in this letter and the enclosed Standard Terms and Conditions of Engagement ("Standard Terms"). We have not been engaged by the County for any project other than as set forth herein.

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

_____ Name

_____ 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.

###

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

Meeting Date: 8/29/2025

Agenda Item

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	adopt resolution R-24-25 (R1) to establish the New Kent County Historic Roadside Marker Program.
Subject	R-24-25 (R1) - New Kent County Historic Roadside Marker Program
Issue	Consideration of the establishment of a local historic roadside marker program to recognize significant historic persons, places, and events within the County.
Recommendation	adopt resolution R-24-25 (R1) to establish the New Kent County Historic Roadside Marker Program.
Fiscal Implications	If the local historic roadside marker program is approved by the Virginia Department of Historic Resources, the County would be responsible for the purchase and installation of the signage. The projected cost of the sign is approximately \$2,500.00. There would be additional cost for site work to construct a pull off area for vehicles. The site cost would vary per site based on site conditions.
Policy Implications	Section 10.1-2209 of the Code of Virginia requires that a locality receive a written certificate from the Department of Historic Resources in order to install markers in public right-of-ways. In order to receive a certificate the locality must present a marker program, which includes the specifications of the marker for approval. If the proposed marker program before the Board of Supervisors for consideration is approved, it will be submitted to the State for approval.
Legislative History	Current markers within the County are either on private property, or are part of the State Historic Marker program.
Discussion	Please see the attached resolution which involves the establishment of a marker program, and a rendering of the proposed marker.

Time Needed:	10:55 a.m.	Person Appearing:	County Administrator Rodney Hathaway
Request prepared by:	Rodney Hathaway, County Administrator	Telephone:	(804) 966-9683
Copy provided to:			

ATTACHMENTS:

Description	Type
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Resolution R-24-25 (R1)
Signage Rendering

Cover Memo
Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Hathaway, Rodney	Approved	8/18/2025 - 8:33 AM
Administration	Hathaway, Rodney	Approved	8/18/2025 - 8:34 AM
Attorney	Hefty, Brendan	Approved	8/18/2025 - 9:03 AM

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

R-24-25 (R1)

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 29th 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:

**ESTABLISHMENT OF THE NEW KENT COUNTY
HISTORIC ROADSIDE MARKER PROGRAM**

WHEREAS, the New Kent County Board of Supervisors wishes to establish a local historic roadside marker program to highlight local significant historical persons, events, or places; and

WHEREAS, Section 10.1-2210 of the Code of Virginia authorizes localities to establish a local historic roadside marker program with approval from Virginia Department of Historic Resources; and

NOW, THEREFORE, BE IT RESOLVED by the New Kent County Board of Supervisors this 29th day of August, 2025 that the following historic roadside marker program be established.

New Kent County Historic Roadside Marker Program

I. New Kent County Historic Roadside Markers

Roadside markers are appropriate for marking the location of a historic site along a road. The following factors should be considered when analyzing whether it is appropriate to install a roadside marker.

1. **Driver Safety:** Roadside markers should only be placed in locations where a driver can safely pull over and park to read the text.
2. **Text Word Count:** Typically, a New Kent County roadside marker will not have more than 100 words of text.
3. **Retain View:** Care should be taken in selecting the location of a roadside marker so that the marker doesn't block the view of historic features on the site.
4. **Graphics:** Roadside markers are text only.
5. **Accessible Design:** Roadside markers shall consist of white signage with black text and are installed on top of a 10' pole, which is above the viewing range desired for accessible design. The New Kent County Board of Supervisors shall approve the design of all roadside markers.

II. Research

1. Research into the history of the person, site, or event to which the marker refers is needed to ensure the accuracy of the information conveyed on the marker. Each statement provided on a marker should be supported by primary source documentation such as:
 - a. Newspaper articles (Written around the time when an event occurred)
 - b. Diaries, letter books, and correspondence (Written around the time when an event occurred)
 - c. Period maps
 - d. Court records (Deeds, wills, birth, marriage, and death certificates)
 - e. Chancery cases
 - f. Tax ledgers
 - g. Church records
 - h. School records
2. Secondary source documentation, such as books written long after an event occurred, are useful in suggesting historical information; however, primary source documentation is needed to provide an appropriate level of confidence that the information is correct.
3. The Virginia Department of Historic Resources provides a list of consultants who provide historical research services. <http://www.dhr.virginia.gov/> Search for Consultants Directory.

III. Historical Content

New Kent County historical markers should commemorate persons, sites, or events of local significance. Living persons or events that occurred less than fifty years ago are ineligible for a New Kent County marker. Exceptions may be allowed if the person, site, building, or event is considered by the New Kent County Historic Commission to be of extraordinary historical significance. Markers should provide information about the site where the marker is installed rather than providing historical information about nearby places. There should only be one marker at a site or nearby site pertaining to the same subject.

IV. Applying for a New Kent County Roadside Marker

1. Anyone may nominate a site or topic for a New Kent County Historic Roadside Marker. Contact the New Kent County Community Development Department's Planning Division at the start of the process.
2. The nomination should include:
 - a. A 90 to 100 word text with supporting documentation and references consisting of primary sources (wills, deeds, first person accounts, etc.). Secondary sources may be included to provide supplemental background information.
 - b. A recommended location shown on a map. If the recommendation is approved for the placement of a marker on private property, written permission will be required from the property owner.
3. Each nomination will be referred to the New Kent County Historic Commission where the text and documentation will be evaluated for accuracy and consistency and may be edited and rewritten. The commission will work with the person, or persons, making the nomination to ensure a full and accurate text.
4. A member of the Historic Commission or County Staff will visit the proposed marker location with the applicant to determine if the location of the marker is acceptable.
5. After editing has been completed and approved by the Historic Commission, the County Administrator will submit the approved documentation to the Board of Supervisors along with a resolution to approve the marker and appropriate funding for purchase and installation.
6. The Historic Commission will coordinate with the County Administrator for the purchase and installation of the marker.

BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon satisfaction of the requirements of Title 10.1, Chapter 22, Section 2209 of the Code of Virginia.

Rodney A. Hathaway
County Administrator

Thomas W. Evelyn
Chairman, Board of Supervisors



New Kent Historic Marker Specifications

- Background - White
- Text - Black
- Size - 32" x 40"
- County Seal
- Organization Label
- New Kent
Historic
Commission

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: 8/29/2025

Agenda Item

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

--

Subject

Other Business

Issue

--

Recommendation

--

Fiscal Implications

--

Policy Implications

--

Legislative History

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Discussion

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Time Needed:

11:05 a.m.

Person Appearing:

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Request prepared by:

W. Watkins, Deputy Clerk of the Board
--

Telephone:

804-966-9687

Copy provided to:

--

REVIEWERS:

Department
 Clerk

Reviewer
 Watkins, Wanda

Action
 Approved

Date
 8/15/2025 - 11:40
 AM

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

Meeting Date: 8/29/2025

Agenda Item

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.

Time Needed:	11:10 a.m.	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	8/15/2025 - 11:45 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.3 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
 C. Thomas Tiller, Jr.
 Patricia A. Paige
 Ron Stiers
 John N. Lockwood