MINUTES
KING WILLIAM COUNTY BOARD OF SUPERVISORS
REGULAR MEETING OF JUNE 28, 2021

A regular meeting of the Board of Supervisors of King William County, Virginia, was held on the 28th day of June 2021, beginning at 7:00 p.m. in the Board Meeting Room of the County Administration Building and via Zoom.

Agenda Item 1. CALL TO ORDER

Chairman Moskalski called the meeting to order.

Agenda Item 2. ROLL CALL

The members were polled:

Supervisor, 3rd District: Stephen K. Greenwood	Aye
Supervisor, 1st District: William L. Hodges	Aye
Supervisor, 4th District: C. Stewart Garber, Jr.	Aye
Supervisor, 5th District: Edwin H. Moren, Jr. – Vice Chair	Aye
Supervisor, 2nd District: Travis J. Moskalski – Chairman	Aye

Agenda Item 3. MOMENT OF SILENCE

The Chairman called for a moment of silence.

Agenda Item 4. PLEDGE OF ALLEGIANCE

The Chairman led the pledge of allegiance.

Agenda Item 5. REVIEW AND ADOPTION OF AMENDED MEETING AGENDA

Supervisor Garber moved for the adoption of the amended agenda for this meeting as presented; motion was seconded by Supervisor Hodges. The Chairman called for any discussion.

The members were polled:

Supervisor, 1st District: William L. Hodges	Aye
Supervisor, 4th District: C. Stewart Garber, Jr.	Aye
Supervisor, 5th District: Edwin H. Moren, Jr. – Vice Chair	Aye
Supervisor, 3rd District: Stephen K. Greenwood	Aye
Supervisor, 2nd District: Travis J. Moskalski – Chairman	Aye

Agenda Item 6. PUBLIC COMMENT

Ms. Tiny Tang of Fairfax, VA thanked the Board of Supervisors for considering passing a Resolution to alert King William County citizens and medical professionals of the Chinese Communist Party's practice of harvesting organs from Chinese prisoners of conscience, especially from members of the Falun Gong. Ms. Tang introduced survivor, Chunyan Wang, who was held in a Chinese prison for seven years and was submitted to torture and forced labor. Ms. Wang's husband was killed for attempting to protect her. Ms. Tang said passing this Resolution would help the citizens of King William County from becoming unwitting accomplices to forced organ harvesting. Ms. Tang provided two handouts which are included in these minutes as Attachment A.

Dr. Tatiana Denning of Henrico County, VA also spoke of the Chinese Community Party's practice of forced organ harvesting from prisoners of conscience and said that most residents have never heard of this. Dr. Denning said she personally knew of an Orange County resident who traveled to China for an organ transplant who had no idea this practice was occurring. She also said that many people did not know that the human body exhibit which spent time at the Virginia History Museum may have displayed the bodies of murdered Falun Gong practitioners. Dr. Denning urged the Board to pass this Resolution.

Raymond Carter of Green Level Road voiced his concern about economic development in the County and said more needed to be done to keep the County's youth in the County after graduating high school. He said the County needs to attract jobs to keep youth in the area. He said there are missed opportunities in tourism, agritourism, and other industries.

Chris Couch of District 5 said that the May Sands Anderson invoice contains $7000 in fees, 100% of which were billed at the $325/hour rate for counsel, none for paralegal support. He said there were $575 in fees for research and analysis of the Food & Beverage Tax Ordinance bringing the total spent on legal fees for that subject to $45,000. He pointed out fees to investigate unpaid bills and asked why this task could not be performed in house by County staff. He said $10,000 had been spent on Project Blossom and said he hoped this as yet unknown project would be worth it. He also said there are fees for providing coverage for Board of Supervisors meetings yet they have not been in attendance for as long as he could remember. He asked if the Zoning and Subdivision Ordinance currently being worked on would contain definitions not in the state code and if those definitions would be rejected according to the Dillon Rule as happened with the Food & Beverage Tax Ordinance.

Ms. Phyllis Vessels sent a question via Zoom chat asking what steps would be taken to make sure Conditional Use Permitting would be fair and equitable for all. Chairman Moskalski said each CUP is determined on its own merit according to the facts presented.

There being no further speakers, the Public Comment period was closed.

Agenda Item 7. CONSENT AGENDA

Consent Agenda items included:

a. Approval of Minutes:

   i. May 11, 2021 Special Called Meeting Minutes

   ii. May 24, 2021 Regular Meeting Minutes

b. May 2021 Monthly Expenditures - Natasha L. Joranlien, Director of Financial Services

c. Resolution 21-51 – Appropriating Additional Funding for King William County Public Schools Fiscal Year 2021 Operating Budget – Steve Hudgins, Interim County Administrator

d. Resolution 21-33 (Corrected – Budget Amendment – King William Social Services Office Appropriation of Local Match Funds for Additional Pass-Through Funding for FY21 - Steve Hudgins, Interim County Administrator

The Chairman called for any discussion. Supervisor Garber pointed out the 1st and 3rd District were inverted on pages 1, 7, 8, and 9 of the May 11, 2021 minutes. Vice Chair Moren corrected the spelling of Mahixon Road on pg. 14 of the May 24, 2021 minutes.

Supervisor Hodges moved for adoption of the Consent Agenda with the changes noted above; motion was seconded by Supervisor Greenwood. The Chairman called for any discussion.

The members were polled:

Supervisor, 4th District: C. Stewart Garber, Jr.	Aye
Supervisor, 5th District: Edwin H. Moren, Jr. – Vice Chair	Aye
Supervisor, 3rd District: Stephen K. Greenwood	Aye
Supervisor, 1st District: William L. Hodges	Aye
Supervisor, 2nd District: Travis J. Moskalski – Chairman	Aye

RESOLUTION 21-51

APPROPRIATING ADDITIONAL FUNDING FOR KING WILLIAM COUNTY PUBLIC SCHOOLS FISCAL YEAR 2021 SCHOOL OPERATING BUDGET

WHEREAS, the King William County School Board at the April 20, 2021 School Board meeting accepted reappropriation funding from the Commonwealth of Virginia and increases in revenue in the amount of $95,049.16 to its Operating Fund; and

WHEREAS, the King William County School Board at the April 20, 2021 School Board meeting further accepted additional CARES funding from the Commonwealth of Virginia in the amount of $375,393.00 to its Operating Fund; and

WHEREAS, the King William Public Schools applied for and was awarded $37,500.00 in grant funding from the Virginia Department of Education (DOE) for CTE equipment purchases and upgrades at King William High School; and

WHEREAS, the King William County School Board at the May 18, 2021 School Board meeting accepted this grant funding; and

WHEREAS, the King William County Board of Supervisors wishes to amend the Fiscal Year 2021 School Operating budget and School Cafeteria budget to reflect these budget amendments;

NOW, THEREFORE, BE IT RESOLVED by the King William County Board of Supervisors that the FY2021 Budget is amended via the appropriation of $507,942.16 to the School Operating Fund as delineated in the attached School Board budget amendments.

DONE this the 28th day of June 2021.

RESOLUTION 21-33 (Corrected)
BUDGET AMENDMENT – KING WILLIAM SOCIAL SERVICES OFFICE APPROPRIATION OF LOCAL MATCH FUNDS FOR ADDITIONAL PASS-THROUGH FUNDING FOR FY21

WHEREAS, the Board of Supervisors wishes to amend the FY21 County Budget to provide local match funds to the Social Services Office for additional pass-through funding for the remainder of the FY21; and

WHEREAS, each year federal and state pass-through funds are utilized throughout the budget year to help fund administrative expenses and services; and

WHEREAS, additional pass-through funds are being requested at this time as a result of additional administrative expenses that exceeded the projections of the FY21 budget request; and

WHEREAS, pass-through is funded at a 65% local match;

NOW, THEREFORE BE IT RESOLVED, the Board of Supervisors of King William County hereby amends the FY21 County Budget to establish the following revenue and expenditure:

~~REVENUE:~~	~~Transfer from Cost Allocation Plan (CAP)~~	~~$36,000.00~~
	~~Transfer from General Fund~~	~~$75,828.56~~
		~~$111,828.56~~
~~EXPENDITURE:~~	~~Administrative Expenditures~~	~~$111,828.56~~
REVENUE:	Transfer from Cost Allocation Plan (CAP)	$36,469.44
	Transfer from General Fund	$74,933.35
		$111,402.79

EXPENDITURE: Administrative Expenditures $111,402.79

and ~~$75,828.56~~ $74,933.35 is hereby appropriated from the General Fund balance and is directed to be transferred to the above referenced line items for the above stated purposes.

DONE this 28th day of June, 2021.

Agenda Item 8. OLD BUSINESS

8.a. Resolution 21-40 - Honoring and Congratulating the King William County High School Class of 2021 Graduates and the West Point High School Class of 2021 Graduates - Steve Hudgins, Interim County Administrator

Mr. Hudgins presented Resolution 21-40 for the Board's approval. Vice Chair Moren made a motion to approve Resolution 21-40 and Supervisor Garber seconded. The Chairman called for any discussion.

The members were polled:

Supervisor, 5th District: Edwin H. Moren, Jr. – Vice Chair	Aye
Supervisor, 3rd District: Stephen K. Greenwood	Aye
Supervisor, 1st District: William L. Hodges	Aye
Supervisor, 4th District: C. Stewart Garber, Jr.	Aye
Supervisor, 2nd District: Travis J. Moskalski – Chairman	Aye

RESOLUTION 21-40
A RESOLUTION HONORING AND CONGRATULATING
THE KING WILLIAM COUNTY HIGH SCHOOL CLASS OF 2021 GRADUATES AND
THE WEST POINT HIGH SCHOOL CLASS OF 2021 GRADUATES

WHEREAS, the King William County Board of Supervisors wishes to extend honor and congratulations to the King William County High School Class of 2021 Graduates and the West Point High School Class of 2021 Graduates; and

WHEREAS, the Class of 2021 Graduates worked diligently and overcame many challenges in addition to the normal challenges of high school due to the COVID-19 pandemic; and

WHEREAS, the Class of 2021 Graduates made sacrifices that affected many of the traditional aspects of their senior year; and

WHEREAS, the Class of 2021 Graduates exemplified maturity, integrity, tenacity, and fortitude in successfully completing their high school career;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of King William County does, on this 14th day of June 2021, congratulate and honor the King William County High School Class of 2021 Graduates and the West Point High School Class of 2021 Graduates for their great achievements in the face of adversity; express confidence in their future success, and wish the Class of 2021 Graduates the best of luck as they enter this new phase in their lives; and

BE IT FURTHER RESOLVED that a copy of this Resolution expressing the sense of this Board of Supervisors on this matter shall be spread upon the meeting minutes of said Board of Supervisors.

DONE this 28th day of June, 2021.

8.b. Resolution 21-49 - Educating King William County Residents and Medical Community on the Risks of Traveling to China for Organ Transplants in Light of Recent Reports of State-Sponsored Organ Harvesting from Prisoners of Conscience - Steve Hudgins, Interim County Administrator

Mr. Hudgins presented Resolution 21-49. Vice Chair Moren said he believed the average citizen had no idea this sort of thing was happening. He asked that the Resolution be forwarded to Congressman Wittman and our State Senators.

Supervisor Hodges made a motion to approve Resolution 21-49, seconded by Vice Chair Moren. The chairman called for any discussion.

The members were polled:

Supervisor, 3rd District: Stephen K. Greenwood	Aye
Supervisor, 1st District: William L. Hodges	Aye
Supervisor, 4th District: C. Stewart Garber, Jr.	Aye
Supervisor, 5th District: Edwin H. Moren, Jr. – Vice Chair	Aye
Supervisor, 2nd District: Travis J. Moskalski – Chairman	Aye

RESOLUTION 21-49
TO EDUCATE KING WILLIAM COUNTY RESIDENTS AND MEDICAL COMMUNITY ON THE RISKS OF TRAVELING TO CHINA FOR ORGAN TRANSPLANT IN LIGHT OF RECENT REPORTS OF STATE-SPONSORED ORGAN HARVESTING FROM PRISONERS OF CONSCIENCE

WHEREAS, extensive and credible reports have revealed mass killing of prisoners of conscience in the People's Republic of China, primarily practitioners of the Chinese spiritual practice of Falun Gong, but also other religious and ethnic minority groups, in order to obtain organs for transplants; and

WHEREAS, The China Tribunal, an independent tribunal sitting in London chaired by Sir Geoffrey Nice, who was a prosecutor at the international criminal tribunal for the former

Yugoslavia, concluded on June 18, 2019, in a unanimous determination at the end of its year-long hearings, that the killing of detainees in China for organ transplants is continuing and victims include imprisoned followers of the Falun Gong movement; and

WHEREAS, the 2017 Freedom House report, "The Battle for China's Spirit," states that "available evidence suggests that forced extraction of organs from Falun Gong detainees for sale in transplant operations has occurred on a large scale and may be continuing"; and

WHEREAS, an investigative report published in June 2016 by human rights attorney David Matas, former Canadian Secretary of State for Asia-Pacific, David Kilgour, and journalist Ethan Gutmann, estimated that China is performing transplants at a rate amounting to "an industrial-scale, state-directed organ transplantation system, controlled through national policies and funding, and implicating both the military and civilian healthcare systems"; and

WHEREAS, Falun Gong, a spiritual practice involving meditative "qigong" exercises and centered on the values of truthfulness, compassion, and forbearance, became immensely popular in China in the late 1990s with multiple estimates placing the number of practitioners at upwards of seventy million (70,000,000); and

WHEREAS, in July 1999, the Chinese Communist Party launched an intensive, nationwide persecution designed to eradicate the spiritual practice of Falun Gong. Hundreds of thousands of Falun Gong practitioners have been detained extralegally in Chinese reeducation-through-labor camps, detention centers, and prisons, where physical and mental torture is common; and

WHEREAS, in June 2016, the United States House of Representatives unanimously passed House Resolution 343, condemning the systemic, state-sanctioned organ harvesting from practitioners of Falun Gong and other prisoners of conscience; and

WHEREAS, there has been little media coverage of this problem yet dozens of King William County citizens petitioned the King William County Board of Supervisors to take up this matter; and

WHEREAS, King William County residents should be fully informed of the organ source in China before they make the decision to engage in organ transplant tourism in China and King William County Board of Supervisors should assist in raising awareness in this regard;

NOW THEREFORE, BE IT RESOLVED BY the King William County Board of Supervisors that it condemns, in the strongest possible terms, the persecution of Falun Gong and the state-sponsored organ harvesting of all prisoners of conscience currently being carried out by the Chinese Communist regime; and

BE IT FURTHER RESOLVED that we urge the United States government to thoroughly investigate organ transplant practices in China and take all reasonable steps to end the practice of nonconsensual organ harvesting from Falun Gong practitioners; and

BE IT FURTHER RESOLVED that the residents and the medical community servicing King William County and the immediate region be informed about the risks of travel to China for organ transplants to help prevent local citizens from becoming accomplices in state-sponsored forced organ harvesting from prisoners of conscience; and

BE IT FURTHER RESOLVED that copies of this resolution be provided to the Governor of Virginia, Virginia's General Assembly, Virginia's congressional delegation and two U.S. Senators, and the Virginia Department of Health.

DONE this 28th day of June, 2021.

Agenda Item 9. NEW BUSINESS

9.a. Resolution 21-41 - Appropriating FY2021 Restricted General Funds Reimbursement to King William County for King William County Public Schools Expenses - Natasha Joranlien, Director of Financial Services

Ms. Joranlien said the King William County School Board approved FY21 budget amendments reflecting additional revenues totaling $507,942.16 in their Operating Fund at their April and May 2021 monthly meetings. The King William County Public School Board requests the Board of Supervisors appropriate these budget amendments.

Supervisor Garber made a motion approving Resolution 21-41, seconded by Supervisor Hodges. The Chairman called for any discussion.

The members were polled:

Supervisor, 4th District: C. Stewart Garber, Jr.	Aye
Supervisor, 5th District: Edwin H. Moren, Jr. – Vice Chair	Aye
Supervisor, 3rd District: Stephen K. Greenwood	Aye
Supervisor, 1st District: William L. Hodges	Aye
Supervisor, 2nd District: Travis J. Moskalski – Chairman	Aye

RESOLUTION 21-41
APPROPRIATING FY2021 RESTRICTED GENERAL FUNDS REIMBURSEMENT TO KING WILLIAM COUNTY FOR KING WILLIAM COUNTY PUBLIC SCHOOLS EXPENSES

WHEREAS, the Fiscal Year 2020 Special School Tax District Property Tax Levies and Non-Split Levy Reconciliation designated $498,678.00 for use within the General Fund and is cited in the 2020 Comprehensive Annual Financial Report Balance Sheet, Exhibit 1; and

WHEREAS, King William County pays directly to vendors certain King William County Public Schools operating expenditures; and

WHEREAS, the Director of Financial Service is requesting $138,167.91 for reimbursement of annual operating costs associated with the King William County Public Schools; and

WHEREAS, the reimbursement amount described will be expended from the Split Levy Restricted Fund (150);

NOW, THEREFORE, BE IT RESOLVED, that the King William County Board of Supervisors does hereby authorize the Director of Financial Services to reimburse King William County for King William County Public Schools expenditures for the amount of $138,167.91 from the Split Levy Restricted Fund (150).

DONE this 28th day of June, 2021.

9.b. Resolution 21-42 - Approving Lease Purchase Financing - Natasha Joranlien, Director of Financial Services

Ms. Joranlien presented Resolution 21-42 Approving Lease Purchase Financing for the purchase of three (3) vehicles ($50,850), one (1) Fire Engine ($107,405) and one (1) Ambulance ($42,595) which the Board of Supervisors approved in the Capital Improvement Budget for FY2022. She said the funding sources for the annual payments of the lease purchase consists of $150,000 from Fund 240/EMS Recovery for the Engine and Ambulance, and $50,850 from Capital Improvement Funds carry over from prior years.

County staff reached out to VML/VACO for assistance in procuring lease purchase financing options. VML/VACO Finance solicited proposals for a 3-year term loan (police vehicles) and 7-year term loan (ambulance and fire engine). The requests were distributed to dozens of banks, including local, regional, and national financial institutions.

The winning proposal was received from Signature Public Funding Corp. The term of the lease purchase will be (3) years for the Sheriff Vehicles with 1.175% interest rate and (7) years for the Fire/EMS apparatus with 1.475% interest rate. The lease purchase agreement includes a no-prepayment penalty for early or partial pay off.

Supervisor Greenwood asked if we got a good deal. Ms. Joranlien said the terms are better than originally anticipated because they worked with VML. She said the learned a lot of good information for the future as well.

Vice Chair Moren asked how soon the vehicles would arrive. Stacy Reaves, Fire Chief, said possibly September for the Ambulance but it depended on Ford. The Fire Engine could take anywhere from six months to one year. Once ordered, it must be delivered within twelve months, however, it normally takes about ten months. The Sheriff's Office said they anticipate their vehicles arriving mid to late July depending on Ford which is currently hampered by a chip problem.

Vice Chair Moren made a motion to approve Resolution 21-42 and the Lease Purchasing Financing. Supervisor Greenwood seconded. The Chairman called for any discussion.

The members were polled:

Supervisor, 4th District: C. Stewart Garber, Jr.	Aye
Supervisor, 5th District: Edwin H. Moren, Jr. – Vice Chair	Aye
Supervisor, 3rd District: Stephen K. Greenwood	Aye
Supervisor, 1st District: William L. Hodges	Aye
Supervisor, 2nd District: Travis J. Moskalski – Chairman	Aye

RESOLUTION 21-42
BOARD OF SUPERVISORS OF THE COUNTY OF KING WILLIAM
APPROVING LEASE PURCHASE FINANCING

WHEREAS, the Board of Supervisors of the County of King William **(the "Board of Supervisors")** has determined (i) that a true and very real need exists for the acquisition and equipping of certain police vehicle equipment **(the "Police Vehicle Equipment")** described in the Lease Agreement (as hereinafter defined) and of certain fire truck and ambulance equipment **(the "Fire and Rescue Equipment" and, together with the Police Vehicle Equipment, the "Equipment")** described in the Lease Agreement; (ii) that the Equipment is essential to the governmental functions of the County of King William, Virginia **(the "County")**; and (iii) that it reasonably expects the Equipment to continue to be essential to the governmental functions of the County for a period not less than the applicable payment terms of the Lease Agreement; and

WHEREAS, the Board of Supervisors has taken the necessary steps under the Procurement Act of the Code of Virginia, 1950, as amended, to acquire the Equipment; and

WHEREAS, the Board of Supervisors proposes to enter into a Master Lease Purchase Agreement, including attachments and exhibits, in the aggregate principal amount not to exceed $1,115,000 **(the "Lease Agreement")** with Signature Public Funding Corp. **(the "Lender")** to finance acquisition of the Equipment, such Lease Agreement being substantially in the form presented to this meeting; and

WHEREAS, (i) all amounts payable by the County under the Lease Agreement **(the "Lease Obligations")** are subject to appropriation by the Board of Supervisors; (ii) the Board of Supervisors is not under any obligation to make any appropriation with respect to the Lease Agreement; (iii) the Lease Agreement is not a general obligation of the County or a charge against the general credit or taxing power of the County; and (iv) amounts payable by the County under the Lease Agreement do not constitute a debt of the County within the meaning of any constitutional, charter or statutory limitation; and

WHEREAS, the Board of Supervisors reasonably anticipates that it and its subordinate entities will not issue tax-exempt obligations in the face amount of more than $10,000,000 during the current calendar year; and

WHEREAS, the Board of Supervisors desires to designate the Lease Agreement as a "qualified tax-exempt obligation" under the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended **(the "Code")**;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of King William County this 28th day of June, 2021:

1. The Board of Supervisors hereby accepts the proposal of the Lender dated June 10, 2021 for the lease financing of the Police Vehicle Equipment on the terms set forth therein, with a term of approximately three years, an aggregate principal component of Lease Obligations thereunder not to exceed $145,000 and the interest cost of the interest component of Lease Obligations thereunder not to exceed 1.175% per annum (excluding applicable default or event of taxability rates under the provisions of the Lease Agreement).

2. The Board of Supervisors hereby accepts the proposal of the Lender dated June 10, 2021 for the lease financing of the Fire and Rescue Equipment on the terms set forth therein, with a term of approximately seven years, an aggregate principal component of Lease Obligations thereunder not to exceed $970,000 and the interest cost of the interest component of Lease Obligations thereunder not to exceed 1.475% per annum (excluding applicable default or event of taxability rates under the provisions of the Lease Agreement).

3. It is hereby found and determined that the terms of the Lease Agreement in the form presented to this meeting are in the best interests of the County for the acquisition of the Equipment.

4. The Lease Agreement and related financing documents are hereby approved in substantially the forms presented to this meeting. The Chairman of the Board of Supervisors, Vice-Chairman of the Board of Supervisors, County Administrator and any officer of the County who shall have power generally to execute contracts on behalf of the County **(collectively, the "County Officers")** be, and each of them hereby is, authorized to execute, acknowledge and deliver the Lease Agreement and related financing documents with any changes, insertions and omissions therein as may be approved by the individuals executing the Lease Agreement and such documents, such approval to be conclusively evidenced by the execution and delivery thereof.

5. The same County Officers be, and each of them hereby is, authorized and directed to execute and deliver any and all other agreements, financing statements, papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out the purposes and intents of this resolution and the Lease Agreement.

6. The Board of Supervisors hereby designates the Lease Agreement as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code and represents and covenants that not more than $10,000,000 in bonds, notes, leases and other obligations of the County (including any subordinate issuing entities), excluding private activity bonds, will be issued in calendar year 2021 and that neither the Board of Supervisors nor any subordinate entity thereof will designate more than $10,000,000 of "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Code.

7. The Board of Supervisors covenants that it shall not take or omit to take any action the taking or omission of which will cause the Lease Obligations to be "arbitrage bonds" within the meaning of Section 148 of the Code, or otherwise cause interest on the Lease Obligations derived from the interest component of rental payments made by the Board of Supervisors under the Lease Agreement to be includable in the gross income for Federal income tax purposes of the registered owners thereof under existing law. Without limiting the generality of the foregoing, the Board of Supervisors shall comply with any provision of law that may require it at any time to rebate to the United States any part of the earnings derived from the investment of the gross proceeds of the Lease Agreement.

8. The Board of Supervisors on behalf of the County designates the Lease Agreement as eligible for the "small issuer exception" to the rebate requirements of Section 148(f)(2) and (3) of the Code pursuant to Section 148(f)(D)(vii) of the Code, as the County is a governmental unit with general taxing powers, no Lease Obligation which is a part of the Lease Obligations will be a "private activity bond," 95% or more of the net proceeds of the Lease Agreement are to be used for local governmental activities of the County, and the aggregate face amount of all tax-exempt bonds or other tax-exempt obligations of the County, excluding private activity bonds, to be issued by the County during calendar year 2021 is not reasonably expected to exceed $5,000,000 increased by the lesser of $10,000,000 or so much of the aggregate face amount of bonds or other similar obligations as are attributable to financing the construction of public school facilities within the meaning of Code Section 148(f)(D)(vii).

9. The Board of Supervisors further covenants that it shall not permit the proceeds of the Lease Obligations to be used in any manner that would result in (a) 10% or more of such proceeds being used in a trade or business carried on by any person other than a governmental unit, as provided in Section 141(b) of the Code, provided that no more than 5% of such proceeds may be used in a trade or business unrelated to the Board of Supervisors' use of the Equipment, (b) 5% or more of such proceeds being used with respect to any "output facility" (other than a facility for the furnishing of water), within the meaning of Section 141(b)(4) of the Code, or (c) 5% or more of such proceeds being used directly or indirectly to make or finance loans to any persons other than a governmental unit, as provided in Section 141(c) of the Code; provided, however, that if the Board of Supervisors receives an opinion of nationally recognized bond counsel that any such covenants need not be complied with to prevent the interest component of the Lease Obligations from being includable in the gross income for Federal income

tax purposes of the registered owner thereof under existing law, the Board of Supervisors need not comply with such covenants.

10. The recitals to this Resolution are hereby incorporated by reference and are declared to be findings of the Board of Supervisors in connection with its decision to acquire, install and finance the Equipment.

11. Nothing in this Resolution, the Lease Agreement or other related documents shall constitute a debt or pledge of the faith and credit of the County, and the County shall not be obligated to make any payments under the documents except from funds that may be appropriated by the Board of Supervisors.

12. All acts of the officers, agents, and representatives of the County that are in conformity with the purposes and intent of this Resolution and in furtherance of the acquisition of the Equipment are hereby approved, ratified and confirmed.

13. Any authorization herein to execute a document shall include authorization to deliver it to the other parties thereto, to record such document where appropriate and to pay from County funds all appropriate filing fees, taxes and related charges.

14. This resolution shall be effective immediately upon its adoption.

DONE this 28th day of June, 2021.

9.c. Commissioner of Revenue Office Update – Karena Funkhouser, Commissioner of Revenue

Ms. Funkhouser said, when reviewing the 2021 the Land Books, she discovered the City of Newport News owns 46 properties in King William County worth approximately $3.7m. The City purchased the land for the purpose of creating a regional reservoir. The Army Corps of Engineers revoked the reservoir permit in 2009 and the City notified the County it was canceling the project on October 26, 2009. In accordance with the Interim Project Financing Agreement of 2008, the City made payments to County in lieu of taxes for 36 months after the notice of cancelation. The last payment in lieu of taxes was received in December 2012.

Ms. Funkhouser's research found the City of Newport News is exempt from real estate taxes by classification according to Section 1 of Paragraph A of § 58.1-3606 of the Code of Virginia (COV). § 58.1-3663 of the COV supports the concept of taxing a political subdivision's utility property. However, the City does not provide any services in King William County. Therefore, the revenue clause of Paragraph A of this Code section does not apply.

While § 58.1-3605 of the COV has a provision for a local governing body to request the General Assembly to remove the tax-exempt status of certain organizations designated by § 58.1-3650.1, there does not appear to be a provision for appeal to the General Assembly to require a locality to pay taxes on properties it owns in another locality. Ms. Funkhouser said there may be other applicable provisions in the COV and/or case law or Attorney General opinions that relate to this matter that she has not addressed in this summary.

The forgone tax revenue from these properties is approximately $32K per year. The City's ownership of this property appears to be contrary to public policy. To obtain revenue from these properties, the County must take certain actions. The County may consider initiating discussions with the City to sell the properties or resume payments in lieu of taxes. The Board may wish to consult with area legislators to introduce "Special Legislation" to address this matter.

Supervisor Garber said he believes the City is reluctant to put a price tag on the properties. He asked if the question regarding the City's tax-exempt status had been discussed with Andrew McRoberts, the County Attorney. Ms. Funkhouser said she had not discussed this with him.

Supervisor Greenwood said the properties were condemned and sold to the City at a low price. The original landowners were supposed to be given the option to repurchase the land if the project was canceled but they were not. Ms. Funkhouser said she is not familiar with the proper process of getting the City to sell the land. Supervisor Garber said at least one of the properties is very nice and is off Scots Landing Road.

Ms. Funkhouser said there were 87 new dwellings issued a certificate of occupancy in the first 6 months of 2021. Wampler-Eanes Appraisal Group, Ltd. and Pearson's Appraisal Service, Inc. have just finished field visits of the properties. Next month, she will be able to report the total amount of assessed value to be added to the real estate book for taxation purposes.

Ms. Funkhouser said there were other matters she'd like to bring to the Board's attention and requested a Closed Meeting in accordance with Section 2.2-3711 (A)(7) of the Code of Virginia to discuss with staff a matter of probable litigation related to the canceled reassessment in which the County may become involved because discussion in an open meeting may adversely affect the litigation position or negotiating strategy of the Board; and in accordance with Section 2.2-3711 (A)(29) to discuss public contracts related to the RFP for reassessment and Vision because discussion in an open session would adversely affect the litigation position or negotiating strategy of the Board.

After confirming the Code of Virginia does not require counsel to be present for staff and the Board to discuss legal matters per Section 2.2-3711 (A)(7), the Board agreed to add these matters to Closed Session discussions.

Ms. Funkhouser said she has been contacted by an elderly citizen who failed to submit her certification for elderly tax relief by the March 1st deadline. The citizen would qualify for the tax relief. The local ordinance 70-104.1 allows for hardship cases in accordance with procedures established by the Board. Unfortunately, she has been unable to locate any procedures. She will email the ordinance and an example of procedures the Board may wish to consider at its next meeting.

9.d. Sweet Sue Solar Update - Sherry Graham, Interim Director of Planning

Ms. Graham presented information regarding the Sweet Sue Solar project as requested by Supervisor Garber at the June 14, 2021 Work Session. Ms. Graham said the Board originally approved Ordinance 01-20 for CUP 03-19 on February 24, 2020 with eighteen conditions. Condition seven (7) states, "If the solar facility does not receive a building permit within 24 months of approval of the Conditional Use Permit, the Permit shall be terminated." Governor Northam passed SB 5106 which extended local land use approvals that were valid and outstanding as of July 1, 2020 until July 2022. That bill became effective as Virginia law on March 1, 2021 thereby extending the Sweet Sue Solar CUP 03-19 from February 2022 until July 2022. Invenergy had previously requested an extension, however, since the new law passed, an extension from the Planning Commission and Board of Supervisors was not required.

Ms. Graham spoke with Warren Sakey with Invenergy and he state the planned start date is July 2022 and they do not plan to request further extensions.

Supervisor Garber asked when roll-back taxes are due. Ms. Graham said Invenergy had asked and she referred them to the Commissioner of the Revenue (COR). Ms. Funkhouser, COR, said she had the information in her office and would provide it to the Board.

9.e. Resolution 21-50 Request to Roll Forward EDA FY2021 Operation Budget to FY2022 EDA Operation Budget - Steve Hudgins, Interim County Administrator

Mr. Hudgins said the King William County Economic Development Authority (EDA) requested their unexpended FY21 funds in the amount of $18,789.94 be rolled forward to their FY22 budget enabling them to contract consultants to perform an advanced retail and commercial study. The EDA has received proposals from Arnett Muldrow and RKG Associates, Inc., however they were unable to take final action before the end of FY21.

Vice Chair Moren asked if the funds already exist in the budget and are just being rolled forward. Mr. Hudgins said yes. Vice Chair Moren suggested the EDA investigate resources which already exist through the Virginia Economic Development Partnership (VEDP).

Vice Chair Moren made a motion to approve Resolution 21-50 and Supervisor Garber seconded. The Chairman called for any discussion.

Supervisor Greenwood asked if the EDA would have to come to the Board for approval to use the funds. Mr. Hudgins said they would not as the Board will have already approved the budgeted amount.

Vice Chair Moren said he would like the EDA to investigate the resources available through VEDP before they commit to spending any money.

The members were polled:

Supervisor, 5th District: Edwin H. Moren, Jr. – Vice Chair	Aye
Supervisor, 3rd District: Stephen K. Greenwood	Aye
Supervisor, 1st District: William L. Hodges	Aye
Supervisor, 4th District: C. Stewart Garber, Jr.	Aye
Supervisor, 2nd District: Travis J. Moskalski – Chairman	Aye

RESOLUTION 21-50
AMENDMENT TO THE KING WILLIAM COUNTY FISCAL YEAR 2022 BUDGET
REQUEST TO ROLL FORWARD ECONOMIC DEVELOPMENT AUTHORITY (EDA) FY2021 OPERATION BUDGET TO FY2022 EDA OPERATION BUDGET

WHEREAS, the King William County Board of Supervisors wishes to amend its Fiscal Year (FY) 2022 Budget to reflect the FY2021 funds unexpended within the Economic Development Authority departmental account; and

WHEREAS, the King William County Board of Supervisors appropriated funds in the FY2021 budget for departmental expenditures for Economic Development Authority; and

WHEREAS, King William County Board of Supervisors wishes to appropriate the unexpended amount from the Economic Development Authority FY2021 operational budget in the amount of $18,789.94 to be rolled forward into the FY2022 budget. The additional funds rolled forward into the FY2022 EDA departmental budget are to be applied only to a retail and commercial economic study;

NOW, THEREFORE, BE IT RESOLVED by the King William County Board of Supervisors that the FY2022 Budget is amended to reflect roll forward of unexpended funds from FY2021 in amount of $18,789.94.

DONE this the 28th day of June, 2021.

9.f. Resolution 21-52 - Appropriating Funds from the Portion of the General Fund Balance to the Town of West Point as Part of the Split Levy FY2019 Reconciliation - Steve Hudgins, Interim County Administrator

Mr. Hudgins said that, during the DHG presentation at the May 5th, 2021, Board meeting, the Board of Supervisors was notified that while the net transfer from the County to the School Division over the study period was not over the net appropriated amount, not all individual years met this requirement. Further investigation by the County has identified transfers to the School Division in FY 2019 as exceeding split levy revenues collected from outside of the Town of West Point in the amount of $406,906.00. Per split levy legislation, when this occurs the County owes to the Town of West Point a sum calculated as follows: the total amount of such other revenues appropriated to the County school division multiplied by a fraction equal to the total taxable property assessments in the Town divided by the total taxable property assessments in the County as a whole, including the Town. For FY 2019, this ratio equals 25.19%. As such, for FY2019, funds are owed to West Point from the General Fund per split levy legislation in the amount of $102,484.18.

Vice Chair Moren asked how certain staff is that this is correct. Mr. Hudgins said he is 99.9% certain and that West Point has reviewed this information.

Supervisor Garber asked if West Point does an audit every year and if so, how did this slip by them. Chairman Moskalski said West Point relies on the County Treasurer's reconciliation and the Treasurer's office calculations were incorrect.

Supervisor Greenwood asked if West Point would owe money to the County for the other years since DHG found that net transfers were not over the appropriated amounts for the period as a whole. Chairman Moskalski said no because West Point does not expend funds and therefore cannot have over expended the appropriated amounts.

Supervisor Hodges said the figure is much lower than originally anticipated.

Mr. Hudgins said policies have already been put in place to make sure this situation does not happen again.

Supervisor Hodges made a motion to approve Resolution 21-52, seconded by Supervisor Greenwood. The Chairman called for any discussion.

The members were polled:

Supervisor, 3rd District: Stephen K. Greenwood	Aye
Supervisor, 1st District: William L. Hodges	Aye
Supervisor, 4th District: C. Stewart Garber, Jr.	Aye
Supervisor, 5th District: Edwin H. Moren, Jr. – Vice Chair	Aye
Supervisor, 2nd District: Travis J. Moskalski – Chairman	Aye

RESOLUTION 21-52
APPROPRIATING FUNDS FROM THE PORTION OF THE GENERAL FUND BALANCE TO THE TOWN OF WEST POINT AS PART OF THE SPLIT LEVY FY2019 RECONCILIATION

WHEREAS, the King William County Board of Supervisors desire to authorize the County Administrator to use a portion of the General Fund Balance to compensate the Town of West Point for their portion due of split levy tax revenues transferred to the King William County Public School Division in Fiscal Year (FY) 2019; and

WHEREAS, the King William County Board of Supervisors intends to pay $102,484.18 to the Town of West Point as part of the reconciliation of split levy tax revenue for FY 2019;

NOW, THEREFORE, BE IT RESOLVED, that the King William County Board of Supervisors hereby appropriates $102,484.18 of the split levy tax revenue from the General Fund Balance for payment to the Town of West Point.

DONE this the 28th day of June 2021.

Agenda Item 10. ADMINISTRATIVE MATTERS FROM COUNTY ADMINISTRATOR

10.a. Board Information

10.a.i. The Board was provided monthly departmental reports including the Regional Animal Shelter Animal Activities Report for May 2021, Building Report for May 2021, and Utilities Monthly Activity Report for May 2021.

10.a.ii. The Board was provided a listing of King William County Boards and Commissions including current and expiring members, and appointments/reappointments currently needed.

There was no discussion on these items.

Agenda Item 11. BOARD OF SUPERVISORS' COMMENTS

Vice Chair Moren thanked people for coming and wished everyone a safe and happy 4th of July. He reminded people that new laws take effect in Virginia on July 1st and recommended people familiarize themselves with them. He also said All Points Broadband would be at the Board of Supervisors July Work Session on July 12, 2021 with exciting news on the project.

Supervisor Garber wished his wife a Happy 41st Anniversary and wished everyone a nice 4th of July. He reminded everyone to be safe and careful and remember what the holiday was all about.

Supervisor Hodges thanked everyone for coming and reminded Board members that financial reports were due July 15th. He asked everyone to be safe during the 4th of July holiday and every day.

Supervisor Greenwood thanked everyone for coming and wished everyone a safe 4th of July. He reminded people to take care with fireworks and with COVID. He said his thoughts were with those affected by the building collapse in Florida.

Chairman Moskalski said his thoughts were with the people in Florida. He said it is nice to be back in person and feels this is a safe environment. He encouraged people to get their COVID vaccinations. He said the County will continue with electronic participation in meetings and feels it expands participation and transparency. He wished everyone a happy 4th of July.

Agenda Item 12. CLOSED MEETING

a. Motion to Convene Closed Meeting

Vice Chair Moren made a motion to convene in Closed Meeting in accordance with Section 2.2-3711 (A)(1) of the Code of Virginia for the appointment of individuals to Boards and Commissions; in accordance with Section 2.2-3711 (A)(5) of the Code of Virginia for the proposed expansion of an existing industry in King William County; in accordance with Section 2.2-3711 (A)(7) to discuss with staff a matter of probable litigation related to the canceled reassessment in which the County may become involved because discussion in an open meeting may adversely affect the litigation position or negotiating strategy of the Board; and in accordance with Section 2.2-3711 (A)(29) to discuss public contracts related to the RFP for reassessment and Vision because discussion in an open session would adversely affect the litigation position or negotiating strategy of the Board. Motion was seconded by Supervisor Hodges.

The chairman called for any discussion.

The members were polled:

Supervisor, 1st District: William L. Hodges	Aye
Supervisor, 4th District: C. Stewart Garber, Jr.	Aye
Supervisor, 5th District: Edwin H. Moren, Jr. – Vice Chair	Aye
Supervisor, 3rd District: Stephen K. Greenwood	Aye
Supervisor, 2nd District: Travis J. Moskalski – Chairman	Aye

b. Motion to Reconvene in Open Session

Having completed the Closed Meeting, Supervisor Hodges made a motion to Reconvene in Open Session. Supervisor Greenwood seconded.

The members were polled:

Supervisor, 4th District: C. Stewart Garber, Jr.	Aye
Supervisor, 5th District: Edwin H. Moren, Jr. – Vice Chair	Aye
Supervisor, 3rd District: Stephen K. Greenwood	Aye
Supervisor, 1st District: William L. Hodges	Aye
Supervisor, 2nd District: Travis J. Moskalski – Chairman	Aye

c. Certification of Closed Meeting

Supervisor Hodges moved for adoption of Standing Resolution 1 (SR-1) in accordance with Section 2.2-3712 (D) of the Code of Virginia, 1950, as amended; the motion was seconded by Supervisor Greenwood.

The chairman called for any discussion.

The members were polled:

Supervisor, 5th District: Edwin H. Moren, Jr. – Vice Chair	Aye
Supervisor, 3rd District: Stephen K. Greenwood	Aye
Supervisor, 1st District: William L. Hodges	Aye
Supervisor, 4th District: C. Stewart Garber, Jr.	Aye
Supervisor, 2nd District: Travis J. Moskalski – Chairman	Aye

STANDING RESOLUTION – 1 (SR-1)
A RESOLUTION TO CERTIFY COMPLIANCE WITH THE FREEDOM OF INFORMATION ACT REGARDING MEETING IN CLOSED MEETING

WHEREAS, the King William County Board of Supervisors has convened a closed meeting on this date pursuant to an affirmative recorded vote, and in accordance with the provisions of the Virginia Freedom of Information Act; and,

WHEREAS, Section 2.2-3712 (D) of the Code of Virginia requires a certification by the King William County Board of Supervisors that such closed meeting was conducted in conformity with Virginia law,

NOW, THEREFORE, BE IT RESOLVED that the King William County Board of Supervisors on this 24th day of May, 2021, hereby certifies that, to the best of each member's knowledge:

1. Only public business matters lawfully exempted from open meeting requirements under the Freedom of Information Act were heard, discussed, or considered in the closed meeting to which this certification resolution applies, by the King William County Board of Supervisors.

2. Only such public business matters as were identified in the motion convening the closed meeting were heard, discussed, or considered by the King William County Board of Supervisors.

DONE this the 28th day of June, 2021.

d. Action on Closed Meeting (if necessary)

Vice Chair Moren made a motion to approve Resolution 21-53 approving the Project Blossom Performance Agreement. Supervisor Hodges seconded. The Chairman called for any discussion. (Attachment B – Project Blossom Performance Agreement)

The members were polled:

Supervisor, 4th District: C. Stewart Garber, Jr.	Aye
Supervisor, 5th District: Edwin H. Moren, Jr. – Vice Chair	Aye
Supervisor, 3rd District: Stephen K. Greenwood	Aye
Supervisor, 1st District: William L. Hodges	Aye
Supervisor, 2nd District: Travis J. Moskalski – Chairman	Aye

RESOLUTION 21-53
RESOLUTION OF THE BOARD OF SUPERVISORS OF KING WILLIAM COUNTY, VIRGINIA APPROVING PROJECT BLOSSOM PERFORMANCE AGREEMENT

WHEREAS, the Economic Development Authority of King William County (the "Authority") and the Board of Supervisors (the "Board of Supervisors") of King William County, Virginia (the "County") have been working with a private company (the "Company") to induce the Company to expand and improve its production and warehouse facilities in the County (the "Facility") in an economic development initiative known as Project Blossom; and

WHEREAS, the Board of Supervisors has reviewed in closed meeting a Project Blossom economic development performance agreement between and among the Company, the County, and the Authority (the "Performance Agreement") setting forth the Company's commitment to make capital investments in the County and the understanding of the County, the Company, and the Authority as to certain incentives to be provided to the Company in connection with such capital investments.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF KING WILLIAM, VIRGINIA:

1. The proposed Performance Agreement is hereby approved and the Chairman or the Vice Chairman of the Board of Supervisors is authorized and directed to execute and deliver the same.

2. All other acts of the officers and representatives of the County that are in conformity with the purposes and intent of this Resolution are ratified and approved.

3. This Resolution shall take effect immediately.

DONE this 28th day of June, 2021.

<u>Agenda Item 13. APPOINTMENTS</u>

13.a. Resolution 21-43 - Appointment/Reappointment to Economic Development Authority (Charles Piersa)

Vice Chair Moren made a motion to approve Resolution 21-43 reappointing Charles Piersa to the Economic Development Authority for a four-year term ending June 30, 2025. Supervisor Greenwood seconded. The Chairman called for any discussion.

The members were polled:

Supervisor, 3rd District: Stephen K. Greenwood	Aye
Supervisor, 1st District: William L. Hodges	Aye
Supervisor, 4th District: C. Stewart Garber, Jr.	Aye
Supervisor, 5th District: Edwin H. Moren, Jr. – Vice Chair	Aye
Supervisor, 2nd District: Travis J. Moskalski – Chairman	Aye

RESOLUTION 21-43
APPOINTMENT/REAPPOINTMENT TO THE
ECONOMIC DEVELOPMENT AUTHORITY BOARD OF DIRECTORS

WHEREAS, Charles F. Piersa's term on the Economic Development Authority Board of Directors (EDA) expires as of June 30, 2021; and

WHEREAS, Charles F. Piersa has expressed interest in reappointment to the EDA Board of Directors; and

WHEREAS, others who have expressed interest in appointment to the EDA include Allen Brintley, Raymond Carter, Roger Harmon, W. Brian Hodges, Justin Horning, Garland E. Jenkins, James Darrell Kellum, David Prevs, C. Meade Rhoads, D. Straughan Robinson III, Stephen Sanders, and Joyce Wolfe; and

WHEREAS, the Board of Supervisors now desires to make an appointment or reappointment to this position;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of King William County, Virginia that Charles F. Piersa be appointed/reappointed to the Economic Development Authority Board of Directors for a four-year term ending June 30, 2025.

DONE this 28th day of June, 2021.

13.b. Resolution 21-44 - Appointment/Reappointment to Economic Development Authority (C. Meade Rhoads)

Vice Chair Moren made a motion to approve Resolution 21-44 reappointing C. Meade Rhoads, Jr. to the Economic Development Authority for a four-year term ending June 30, 2025. Supervisor Garber seconded. The Chairman called for any discussion.

The members were polled:

Supervisor, 1st District: William L. Hodges	Aye
Supervisor, 4th District: C. Stewart Garber, Jr.	Aye
Supervisor, 5th District: Edwin H. Moren, Jr. – Vice Chair	Aye
Supervisor, 3rd District: Stephen K. Greenwood	Aye
Supervisor, 2nd District: Travis J. Moskalski – Chairman	Aye

RESOLUTION 21-44
APPOINTMENT/REAPPOINTMENT TO THE
ECONOMIC DEVELOPMENT AUTHORITY BOARD OF DIRECTORS

WHEREAS, C. Meade Rhoads, Jr.'s term on the Economic Development Authority Board of Directors (EDA) expires as of June 30, 2021; and

WHEREAS, C. Meade Rhoads, Jr. has expressed interest in reappointment to the EDA Board of Directors; and

WHEREAS, others who have expressed interest in appointment to the EDA include Allen Brintley, Raymond Carter, Roger Harmon, W. Brian Hodges, Justin Horning, Garland E. Jenkins, James Darrell Kellum, Charles Piersa, David Prevs, D. Straughan Robinson III, Stephen Sanders, and Joyce Wolfe; and

WHEREAS, the Board of Supervisors now desires to make an appointment or reappointment to this position;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of King William County, Virginia that C. Meade Rhoads, Jr. be appointed/reappointed to the Economic Development Authority Board of Directors for a four-year term ending June 30, 2025.

DONE this 28th day of June, 2021.

13.c. Resolution 21-45 - Appointment/Reappointment to Historic Preservation & Architectural Review Board (Carl Fischer)

Vice Chair Moren made a motion to approve Resolution 21-45 reappointing Carl R. Fischer to the Historical Preservation & Architectural Review Board for a five-year term ending June 30, 2026. Supervisor Garber seconded. The Chairman called for any discussion.

The members were polled:

Supervisor, 4th District: C. Stewart Garber, Jr.	Aye
Supervisor, 5th District: Edwin H. Moren, Jr. – Vice Chair	Aye
Supervisor, 3rd District: Stephen K. Greenwood	Aye
Supervisor, 1st District: William L. Hodges	Aye
Supervisor, 2nd District: Travis J. Moskalski – Chairman	Aye

RESOLUTION 21-45
APPOINTMENT/REAPPOINTMENT TO THE
HISTORIC PRESERVATION AND ARCHITECTURAL REVIEW BOARD

WHEREAS, Carl R. Fischer's term on the Historic Preservation and Architectural Review Board (HPARB) expires as of June 30, 2021; and

WHEREAS, Carl R. Fischer has expressed interest in reappointment to the HPARB; and

WHEREAS, others who have expressed interest in appointment to the HPARB include Robert Abernethy; and

WHEREAS, the Board of Supervisors now desires to make an appointment or reappointment to this position;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of King William County, Virginia that Carl R. Fischer be appointed/reappointed to the Historic Preservation and Architectural Review Board for a five-year term ending June 30, 2026.

DONE this 28th day of June, 2021.

13.d. Resolution 21-46 - Appointment/Reappointment to Recreation Commission (Evelyn W. Martin)

Vice Chair Moren made a motion to approve Resolution 21-46 reappointing Evelyn W. Martin for a three-year term ending June 30, 2024. Supervisor Hodges seconded. The Chairman called for any discussion.

The members were polled:

Supervisor, 5th District: Edwin H. Moren, Jr. – Vice Chair	Aye
Supervisor, 3rd District: Stephen K. Greenwood	Aye
Supervisor, 1st District: William L. Hodges	Aye
Supervisor, 4th District: C. Stewart Garber, Jr.	Aye
Supervisor, 2nd District: Travis J. Moskalski – Chairman	Aye

RESOLUTION 21-46
APPOINTMENT/REAPPOINTMENT TO THE
KING WILLIAM COUNTY RECREATION COMMISSION

WHEREAS, Evelyn W. Martin's At-Large term on the King William County Recreation Commission expires as of June 30, 2021; and

WHEREAS, Evelyn W. Martin has expressed interest in remaining in the At-Large position on the King William County Recreation Commission; and

WHEREAS, others who have expressed interest in appointment to the Recreation Commission include James B. Healy, Kimberly H. Hicks, Nita McInteer, and Stephen Sanders; and

WHEREAS, the Board of Supervisors now desires to make an appointment or reappointment to this position;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of King William County, Virginia that Evelyn W. Martin be appointed/reappointed to the Recreation Commission for an At Large position with a three-year term ending June 30, 2024.

DONE this 28th day of June, 2021.

13.e. Resolution 21-47 - Recommendation for an Appointment to a Vacated Seat on the Board of Zoning Appeals

Chairman Moskalski made a motion to approve Resolution 21-47 appointing Yvonne R. Broaddus to the Board of Zoning Appeals for an unexpired term ending June 30, 2024. Vice Chair Moren seconded. The Chairman called for any discussion.

The members were polled:

Supervisor, 3rd District: Stephen K. Greenwood	Aye
Supervisor, 1st District: William L. Hodges	Aye
Supervisor, 4th District: C. Stewart Garber, Jr.	Aye
Supervisor, 5th District: Edwin H. Moren, Jr. – Vice Chair	Aye
Supervisor, 2nd District: Travis J. Moskalski – Chairman	Aye

RESOLUTION 21-47
RECOMMENDATION FOR AN APPOINTMENT TO A
VACATED SEAT ON THE BOARD OF ZONING APPEALS

WHEREAS, Sergio Tassinari vacated a position on the Board of Zoning Appeals with a term expiring on June 30, 2024; and

WHEREAS, Board of Zoning Appeals Chairman Benjamin Shumaker expressed the consensus of the Board of Zoning Appeals requesting the Board of Supervisors make a recommendation to the King William County Circuit Court to appoint Yvonne R. Broaddus to fill the vacancy of Sergio Tassinari; and

WHEREAS, the Board of Supervisors now desires to make a recommendation to the King William County Circuit Court for an appointment to this position;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of King William County, Virginia does recommend to the King William County Circuit Court that Yvonne R. Broaddus be appointed to the Board of Zoning Appeals for an unexpired term ending June 30, 2024.

DONE this 28th day of June, 2021.

13.f. Resolution 21-48 - Recommendation for an Appointment to the Board of Zoning Appeals

Resolution 21-48 was tabled until the next regular meeting of the Board of Supervisors.

Agenda Item 14. ADJOURN OR RECESS

Supervisor Garber made a motion to adjourn the meeting; seconded by Supervisor Greenwood. The chairman called for any discussion.

The members were polled:

Supervisor, 5th District: Edwin H. Moren, Jr. – Vice Chair	Aye
Supervisor, 3rd District: Stephen K. Greenwood	Aye
Supervisor, 1st District: William L. Hodges	Aye
Supervisor, 4th District: C. Stewart Garber, Jr.	Aye
Supervisor, 2nd District: Travis J. Moskalski – Chairman	Aye

COPY TESTE:

Travis J. Moskalski, Chairman	Christine H. Branch
Board of Supervisors	Deputy Clerk to the Board of Supervisors

ATTACHMENT A
TWO HANDOUTS FROM PUBLIC COMMENT PERIOD
Ms. Tiny Tang of Fairfax, VA Regarding Resolution 21-49
To Educate King William County Residents and Medical Community on the Risks of Traveling to China for Organ Transplant in Light of Recent Reports of State-Sponsored Organ Harvesting from Prisoners of Conscience

Falun Gong Survivors in Virginia

Falun Gong is a self-improvement practice of mind, body and spirit that is based on the universal principles of Truthfulness, Compassion and Tolerance. It was introduced to Virginia in 1996. Since then, it has helped many local residents attain physical, mental and spiritual wellness. Since China's persecution starting on July 20 of 1999, the CCP has been torturing and killing Falun Gong practitioners for over 20 years and continues to harvest their organs for profit.


Chunyan Wang

Three sisters were all imprisoned for their faith


Chunying Wang

Survivor: **Chunyan Wang**, Residency: Fairfax, VA.
Born in 1955, Liaoning, PRC, Business Owner

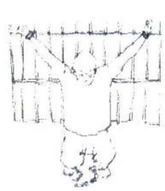
Incident: She benefited a lot with better health and improved quality of life by practicing Falun Gong. She was arrested twice and sent to Liaoning Women's Prison for a total of 7 years for raising awareness of the persecution against Falun Gong.

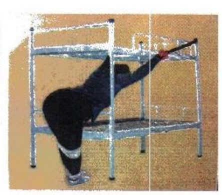
- **Physical Torture**: Deprived Sleep; Beaten Up; Long Hours of Forced Labor; Tortured by Different Methods; Blood-Tested to determine if her vital organs were a match.
- **Huge Psychological Torture:** Her husband was beaten and murdered by policemen in 2002 for not revealing her whereabouts. Her daughter run for her life to the US in 2008.

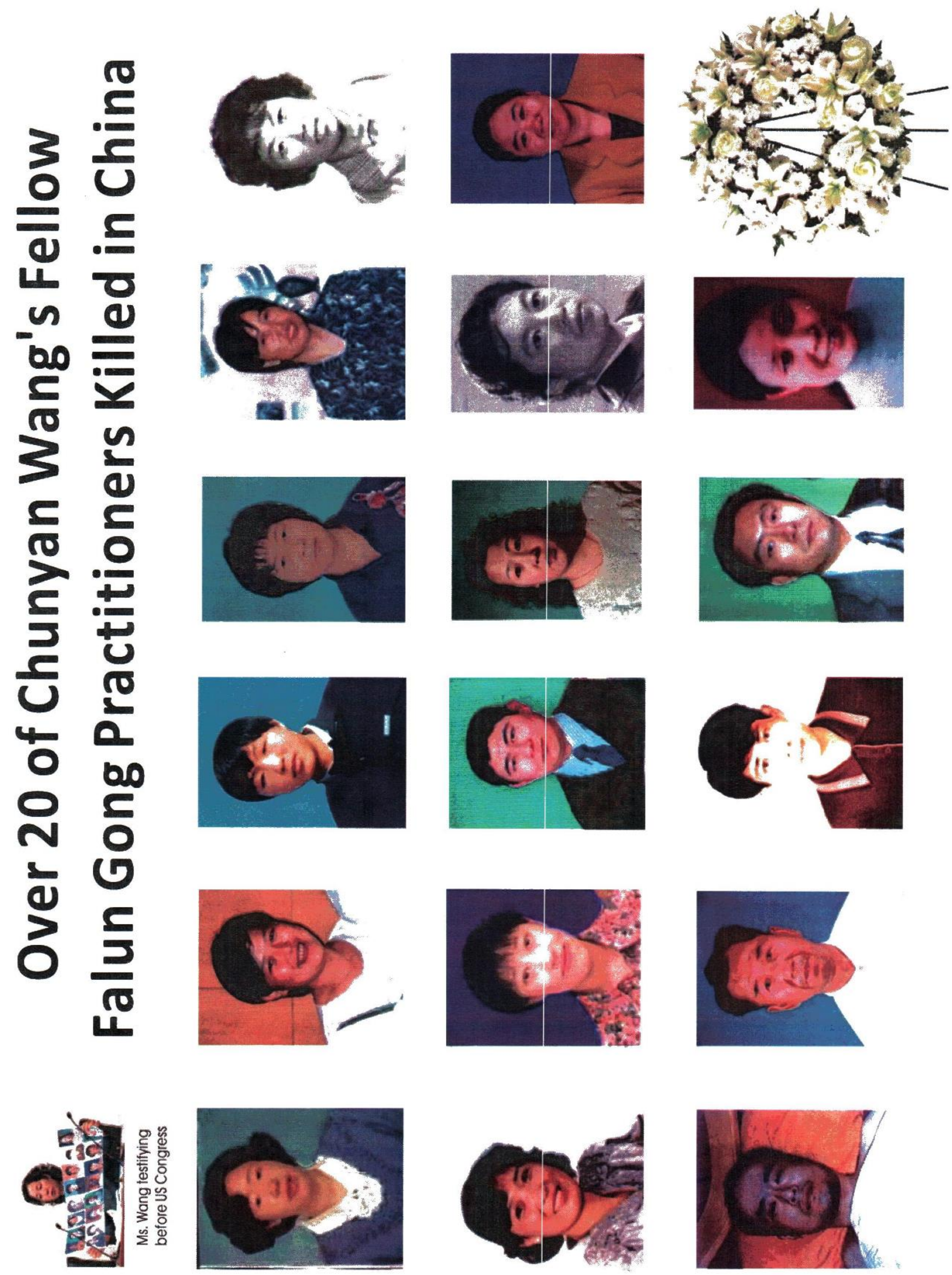
Survivor: **Chunying Wang**, Residency: Fairfax, VA.
Born in 1954, Liaoning, PRC, Registered Nurse

Incident: She had several chronic diseases, including Hypothyroidism. Falun Gong saved her from this miserable life. She felt healthy and happy. But her life changed in 1999. To raise awareness of the persecution against Falun Gong, she was arrested 5 times and detained in Masanjia Labor Camp for almost 6 years.

Torture: Handcuffed and chained multiple places of her body up to 16 hours, Body hang, forced overmedication, deprived sleep, electric shock, heavy slavery labor in a toxic substances' environment, taped her mouth with 4-5 inches' glue for 14 hours, making it hard to breathe. She almost died there.





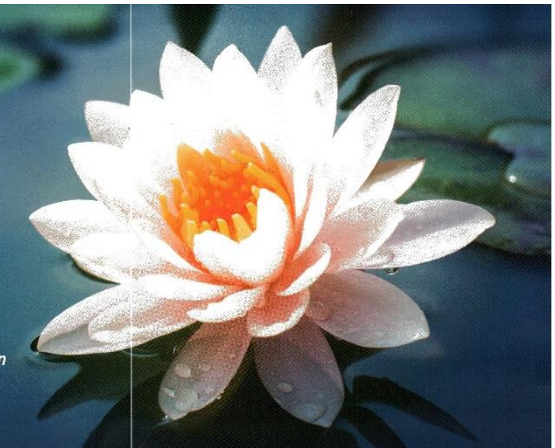

Over 20 of Chunyan Wang's Fellow
Falun Gong Practitioners Killed in China
Ms. Wang testifying
before US Congress

"I came to Falun Dafa as an aging 57-year-old who was exhausted with living. I needed an afternoon nap every day. Now, five years later, I've become younger looking, my wrinkles have almost disappeared, and my energy is continually growing. I need less sleep than before, and I'm feeling better, stronger, and more clear-minded."

—CONNIE CHIPKAR

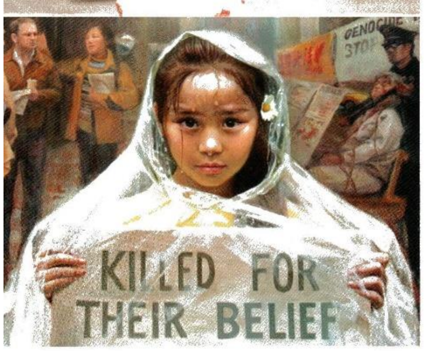
"Being a musician, my surroundings were not the healthiest. And being in the giant current of bad influence, I got into trouble. But when I started practicing Falun Gong, in one month, I just snapped out of all those environmental hazards, alcohol, and drugs. Reading *Zhuan Falun* helped me get myself out of a bad situation rapidly."

—STERLING CAMPBELL



Falun Dafa is based upon three principles:

真 ZHEN TRUTHFULNESS 善 SHAN COMPASSION 忍 REN FORBEARANCE



Why Are There Public Appeals?

Every day, in over one hundred countries around the world, practitioners freely and peacefully practice Falun Dafa for their own physical and spiritual well-being. Yet in one country, not only is the practice banned, but massive persecution rampantly takes place: China.

In the 1990s, Falun Dafa became widely popular across China and was endorsed by the government. By 1999 one hundred million people were practicing Falun Dafa. Such a large number of civil and kind individuals seeking self improvement should naturally be seen in a positive light.

But that July, then Chinese Communist leader, Jiang Zemin, launched a violent campaign to "stamp out" Falun Dafa, viewing its revival of traditional spiritual values as a competitor to the Communist Party's atheist ideology and its popularity as a threat to his regime's political control. Falun Dafa thereafter joined the long list of the Communist Party's victims and millions of people's lives were turned upside down.

"The opposite of life is not death, it's indifference."

—Elie Wiesel, Holocaust survivor

Torture, Murder, and Organ Harvesting

Since the persecution started in 1999, Falun Dafa practitioners have been illegally abducted, sent to forced labor camps, and even tortured to death. Several reports by human rights organizations and the U.S. State Department indicate that Falun Gong practitioners constitute the largest group of prisoners of conscience in China, and often receive the worst treatment in custody.

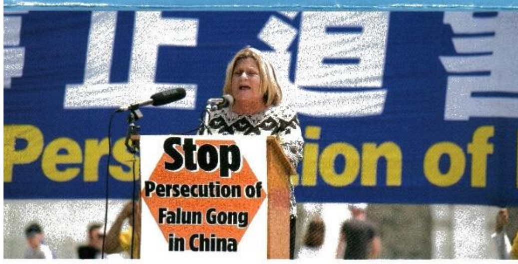
Mass state-run hate-propaganda campaigns against Falun Dafa have dehumanized its practitioners, where only several years before the practice was promoted and heralded by the Chinese government as an exemplary practice of true, traditional Chinese virtues.

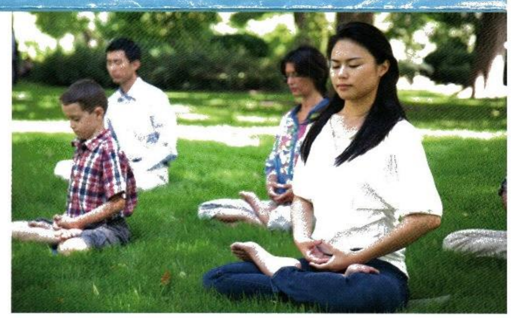
This campaign has led to prisons and hospitals forcibly extracting organs from healthy yet incarcerated Falun Dafa practitioners for sale and profit to fuel a booming organ transplant business in China. A 2017 Freedom House report said it had found "credible evidence suggesting that beginning in the early 2000s, Falun Gong detainees were killed for their organs on a large scale."

"Falun Gong detainees were killed for their organs on a large scale."

—Freedom House, February 2017

To learn more, visit www.FalunInfo.net





I'd like to help spread the word about this human rights crisis. How can I help?

Contact your senators and congressman: Voice your concern about the persecution of Falun Gong in China. The U.S. Congress has passed 5 resolutions—the most recent one H.Res.343 passed in June 2016—in support of Falun Gong practitioners' freedom of belief and condemning the persecution and organ harvesting in China. But more needs to be done!

Tell your family, friends, and colleagues, about what is happening in China. Sharing **FalunInfo.net** with them will help more people become aware.

Join Friends of Falun Gong or sign up their monthly newsletter at **FoFG.org**.

@FalunInfo   @FalunDafaInfo

I'd like to learn more about the exercises and the practice

For more information about the practice of Falun Dafa, please visit **www.falundafa.org.** The introductory text, *Falun Gong*, and the main text, *Zhuan Falun*, are both available for free on the website.

Detailed videos about the 4 standing exercises as well as the 5th exercise, the sitting meditation, are also available for viewing on the website.

For in person instruction, Falun Dafa is practiced in over 100 countries around the world, and you can schedule an in person instruction of the practice through local contacts listed on the website.

A Traditional Chinese Meditation Practice

Falun Dafa, also known as Falun Gong, consists of four gentle exercises and a sitting meditation that help improve mental and physical well-being.

In addition to the exercises, Falun Dafa emphasizes self-improvement through following the universal principles of Truthfulness, Compassion, and Forbearance. Through this process one elevates one's "heart-mind" nature, known in Chinese as *xinxing*.

Falun Dafa Helps You:

- Reduce and relieve stress
- Improve physical and mental health
- Feel more energetic

Practiced Around the World:
Falun Dafa is practiced in over 100 countries, with its principle guiding text, *Zhuan Falun*, translated into 40 languages.

To learn more, visit **www.FalunDafa.org**

PROJECT BLOSSOM PERFORMANCE AGREEMENT

King William County Economic Development
Performance Agreement

THIS ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT (hereinafter called this "Agreement") made this ______ day of ______________________, 2021, by and among King William County (the "County"), a political subdivision of the Commonwealth of Virginia (the "Commonwealth"), Nestlé Purina PetCare Company, a Missouri Corporation authorized to transact business in the Commonwealth (the "Company") and the Economic Development Authority of King William County (the "Authority"), a political subdivision of the Commonwealth.

WITNESSETH

WHEREAS, the County and the Authority acknowledge the importance of economic development in promoting the public health, safety, welfare, convenience and prosperity of the citizens of King William County by increasing public revenues, broadening the tax base, and creating additional employment opportunities for its citizens; and

WHEREAS, the Company has been operating its facilities in the County at 131 Tidy Cat Road, King William, Virginia 23086, County tax map parcels 29-15 and 28-7-3A as illustrated on Exhibit A attached hereto (the "Company Facilities") since 1997 and has invested over 100 million dollars in capital improvements in its facilities in the County since 2014, making the Company one of the County's largest employers and taxpayers; and

WHEREAS, the Company desired to expand its production and warehouse capabilities and was considering King William County as one of two possible locations for this expansion; and

WHEREAS, the County, in conjunction with the Virginia Economic Development Partnership Authority (the "Partnership"), presented an incentive proposal to the Company urging it to expand its operations and facilities in the County at the Company Facilities rather than outside of the Commonwealth; and

WHEREAS, the Company has elected to expand the Company Facilities in the County with a new capital investment in the amount of $182,000,000 as set out herein and through the acquisition of new buildings, equipment, and personal property in the amount of $182,000,000; and

WHEREAS, the County acknowledges that its incentive proposal was intended to incentivize the larger first phase of the proposed expansion, specifically the expansion, equipping and improvement of a pet products processing and packaging facility (the "Phase

I Facility"), demonstrating the County's desire to have the Company expand its investment in the County; and

WHEREAS, the Company acknowledges that the County's incentive proposal for the Phase I Facility encouraged the Company to announce a second expansion, specifically the construction, equipping and improvement of an automated storage and retrieval system (the "Phase II Facility") without any additional incentive offer by the County and,

WHEREAS, this additional capital investment will further enhance the County's tax base and the Company's commitment to King William County.

NOW THEREFORE, for and consideration of mutual convenance and benefits contained herein, the parties hereby agree as follows:

1. The Company agrees to make a Capital Investment as defined below in the amount of $182,000,000 at the Company Facilities, in two phases beginning in 2021 and concluding by the end of 2025. The Company shall make or cause to be made $122,000,000 of such Capital Investment to the portion of the Company Facilities constituting the Phase I Facility by December 31, 2022 ("Phase I Capital Investment"). The Company shall make or cause to be made an additional $60,000,000 of such Capital Investment to the portion of the Company Facilities constituting the Phase II Facility no later than December 31, 2025 (the "Phase II Capital Investment"). Notwithstanding the foregoing, should the Phase I Capital Investment be completed by December 31, 2023, the Company shall be deemed not in breach of this Agreement.

2. "Capital Investment" for the purposes of this Agreement means a capital expenditure by or on behalf of the Company in real property, tangible personal property, or both, at the Phase I Facility or the Phase II Facility, as applicable, together with design and soft costs directly related to the applicable Facility that is or may be capitalized by the Company and that increases the productivity of the applicable Facility or results in the creation, development or utilization of a more advanced technology than is in use immediately prior to such investment, or both. Any Capital Investment in technology shall result in a measurable increase in capacity or productivity or a measurable increase in capacity or productivity or a measurable decrease in the production of flawed product, or both. Capital expenditures for maintenance, replacement or repair of existing machinery, tools, and real property shall not constitute a Capital Investment; however, expenditures for the replacement of property shall not be ineligible for designation as a Capital Investment if such replacement results in a measurable increase in productivity. The purchase or lease of machinery and tools or furniture, fixtures, and business personal property, including under an operating lease, by or on behalf of the Company will qualify as Capital Investment, as will the construction, expansion or up-fit of the buildings for the applicable Facility. The Capital Investment related to the Phase I Facility is referred to herein as the "Phase I Capital Investment". The Capital Investment related to the Phase II Facility is referred to herein as the "Phase II Capital Investment". The Capital Investment must be in addition to the capital improvements at the Company Facilities as of October 1, 2020.

3. The Company, the County and the Authority agree to reasonably cooperate with one another to obtain or provide, as applicable, all the necessary approvals and permits to facilitate the acquisition, construction and completion of the Phase I Capital Investment and the Phase II Capital Investment as set forth above.

4. The portion of the Capital Investment constituting personal property subject to the County's machinery and tools tax (the "New Machinery and Tools") shall be taxed at the County's applicable machinery and tools tax rate, and the Company, subject to its right to review, dispute or appeal any assessments by the County as prescribed by law, shall pay such machinery and tools tax on the New Machinery and Tools (the "Incremental Machinery and Tools Tax Payments") in a timely manner. County personal property taxes attributable to the increased assessed value of tangible personal property (other than personal property subject to the County's machinery and tools tax) after October 1, 2020 due to the Company's Capital Investment at the Company Facilities (the "Incremental Personal Property Tax") shall be taxed at the County's applicable personal property tax rate, and the Company, subject to its right to review, dispute or appeal any assessments by the County as prescribed by law, shall pay such Incremental Personal Property Tax, as well as other personal property taxes due to the County, in a timely manner. County real property taxes attributable to the increased assessed value of real property after October 1, 2020 due to the Company's Capital Investment at the Company Facilities (the "Incremental Real Property Tax") shall be taxed at the County's applicable real property tax rate, and the Company, subject to its right to review, dispute or appeal any assessments by the County as prescribed by law, shall pay such Incremental Real Property Tax, as well as other real property taxes due to the County, in a timely manner.

5. The parties hereto agree that Grant Payments (as defined below) are based solely on the Company's performance of the Phase I Capital Investment.

6. The Grant Payments provided for herein shall be administered as follows. Subject to the receipt of financial support from the County as set forth herein, the Authority shall pay Company $410,000 per year or the aggregate amount of the most recent annual Incremental Machinery and Tools Tax Payment paid by the Company, whichever is greater, for a period of not more than ten (10) consecutive years after the completion of the Phase I Capital Investment (hereinafter "Grant Payments"). Notwithstanding the foregoing, if the total of the most recent annual Incremental Machinery and Tools Tax Payment and the most recent annual payments of Incremental Personal Property Tax and Incremental Real Property Tax (together, the "Total Annual Incremental Tax Increase") is less than $410,000, the Grant Payment for that year shall not exceed the amount of the Total Annual Incremental Tax Increase and the difference between such lower Grant Payment and $410,000 shall be added to the Grant Payment amount for the following year. Notwithstanding the foregoing, the County may elect to pay down the Total Grant Payment Amount (as defined below) faster than set forth above by using any Incremental Real Property Taxes and/or the Incremental Personal Property Taxes paid by the Company in excess of the payments described above. Notwithstanding the foregoing, but subject to the other provisions of this Agreement, the

total of all Grant Payments shall equal $4,100,000 (the "Total Grant Payment Amount") and shall be paid by the County to the Authority and from the Authority to the Company no later than January 31, 2033. The Authority's obligation to make any such Grant Payment is contingent on the Authority receiving such funds from the County specifically designated for the purpose of making a Grant Payment. The County shall forward the Grant Payments to the Authority each year set forth above. The County's obligations under this Agreement shall not be deemed to constitute a pledge of the County's full faith and credit. The Authority's obligation to make any such Grant Payment is further contingent on the Company's compliance with Paragraph 8 and Paragraph 13 of this Agreement.

7. The County shall transmit a Grant Payment specified in the preceding paragraph to the Authority within sixty (60) days of the County's receipt of the Company's annual Machinery and Tool tax payments in full, and the Authority shall transmit said payment to the Company thirty (30) days thereafter. Payments shall be sent to the following address: Nestlé Purina PetCare Company, Attn: Tax Department, 1812 North Moore Street, Arlington, Virginia 22209.

8. If the Company fails to make any of the Phase I Capital Investment as set out herein by December 31, 2023, this Agreement shall automatically be deemed to be of no force or effect and the obligations of the parties to each other under this Agreement shall terminate. If the Company makes only a portion of the $122,000,000 the Phase I Capital Investment by December 31, 2023, then the Grant Payment obligations hereunder shall be reduced by the percentage of the Phase I Capital Investment made by the Company on Phase I as compared to the original requirement of $122,000,000 of the Phase I Capital Investment. For instance, if the Company makes $61,000,000 of the Phase I Capital Investment by December 31, 2023, then the total Grant Payment obligation hereunder shall be reduced by 50% or to $2,050,000, and annual Grant Payment obligations shall also be reduced accordingly.

9. The parties hereby acknowledge and agree that the purpose of this Agreement is to foster economic development, induce industry to remain and expand in the County and the Commonwealth, expand the opportunities of a continued and viable business location on the County's tax rolls, enhance County revenues, expand the County's tax base, and provide continued employment opportunities for residents of the County, all of which promote a public purpose and benefit the public health, safety, welfare, convenience and prosperity of the County and its residents. The parties further acknowledge and agree that $1,000,000 of the Grant Payments made under this Agreement are intended to and shall be counted as the County matching or contributing payment under any incentive or performance agreement between the Company and the Partnership related to the Company's Capital Investment.

10. This Agreement shall be deemed a Virginia contract that shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise, exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto should be determined according to such laws, exclusive of conflict of laws provisions. Regardless of where this Agreement is actually delivered and accepted, this

Agreement shall be deemed to have delivered and accepted by the parties in the Commonwealth of Virginia.

11. The Company represents that it will obtain all the necessary licenses and permits required to conduct its business at the Company Facilities and to begin construction of the Capital Investment described herein. The Company further represents that it is a company in good standing within the Commonwealth of Virginia and will remain in good standing throughout the term of this Agreement.

12. Northing in this Agreement shall be construed to relieve the Company of its duties and obligations to file completed County tax reports or returns, or to pay any and all County taxes, of any sort, in full on a timely basis subject to the Company's right to review, dispute, or appeal any assessments by the County.

13. The Company shall provide the County with a copy of the annual progress reports the Company submits to the Partnership regarding the Company's Capital Investment at the Company Facilities. In addition, the County and the Authority, or either of them, may reasonably require the Company to provide proof, including copies of all relevant documents, to verify the amount of the Capital Investment, or any portion thereof, made by the Company. To the extent that the Company fails to provide such proof or documents, the obligation to make Grant Payments hereunder shall be suspended and held in abeyance. The County acknowledges that the Company's detailed tax returns and/or its combined tax returns filed with the County and VEDP are confidential and are not subject to release except as may be required by court order or as otherwise provided by law or any agreement entered into by the Company, including but not limited to the Virginia Investment Performance Grant Performance Agreement between and among the Company, the Partnership and the Commonwealth of Virginia.

14. The parties agree that this Agreement sets forth the entire agreement between them with respect to the subject matter of this Agreement and therefore supersedes and any all prior oral or written understandings or agreements relating thereto. No modification, amendment, or alteration of this Agreement should be operative or binding on any party to this Agreement unless reduced to writing and executed by all parties hereto. It is hereby agreed that exclusive jurisdiction and venue for any and all disputes related to or arising out of this Agreement will be in the Circuit Court of King William County or the United States District Court for the Eastern District of Virginia.

15. Any notice given herein may be mailed, delivered, or emailed to the parties at their respective addresses provided below:

If the Company: Nestlé Purina PetCare Company
Attn: Factory Manager
131 Tidy Cat Road
King William, Virginia 23086

With Copy to:	Nestlé Purina PetCare Company Attn: Legal Department One Checkerboard Square St. Louis, Missouri 63164
And:	Nestlé Purina PetCare Company Attn: Tax Department, Elaine White 1812 N. Moore Street Arlington, Virginia 22209
With Copy to:	Troutman Pepper Hamilton Sanders, LLP 222 Central Park Avenue, Suite 2000 Virginia Beach, Virginia 23462
If to the County:	King William County Attn: Administrator 180 Horse Landing Road, Suite 4 King William, Virginia 23086
If to the Authority:	King William County EDA Attn: Chairman 180 Horse Landing Road, Suite 4 King William, Virginia 23086

16. The Company shall not assign its rights and duties under this Agreement without the prior written consent of the County. The County's consent shall not be required in the event of any transfer by the Company to (i) any entity controlling, controlled by, or under common control of the Company (ii) any successor to Tenant by merger, contribution, or reorganization and (iii) any purchaser of all or substantially all of the assets of the Company at the Company Facilities, provided however that any such purchaser must continue to operate the Company Facilities and pay taxes to the County related to the existing Company Facilities as such Company Facilities may be improved and expanded.

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

18. The failure of any party to insist upon strict performance of any obligation in this Agreement shall not constitute a waiver of said party's right to demand strict compliance therewith in the future.

19. Notwithstanding the foregoing provisions of this Agreement, if the Company does not achieve a Capital Investment requirement or is unable to maintain its obligations set out

herein or take any action required under this Agreement because of an "Event of Force Majeure" (as defined below), the time for achieving the applicable requirement or taking such action will be extended day-for-day by the delay in meeting the applicable requirement or taking such action caused by the Event of Force Majeure. "Event of Force Majeure" means without limitation, any of the following: acts of God; strikes, lockouts or other industrial disturbances; act of public enemies; orders of any kind of the government of the United States of America or of the Commonwealth or any of their respective departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; riots; epidemics; pandemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; droughts; avian influenza; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals not caused by the Company; interruptions of power at the facility; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Company.

20. Notwithstanding anything in this Agreement to the contrary, the County's obligations to provide Grant Payments to the Authority shall be subject to and dependent upon appropriations being made from time to time by the County's Board of Supervisors for such purpose; provided, however, that the County Administrator or other officer charged with the responsibility for preparing the County's annual budget shall include in the budget proposed for each fiscal year the amount of the Grant Payments expected to be due during such fiscal year and recommend approval of the appropriations for the Grant Payments.

21. The undersigned representative of the Company represents and warrants that he/she is authorized to execute this Agreement on behalf of the Company and that the execution and delivery of this Agreement has been duly authorized by all appropriate and necessary action. The undersigned representative of the County represents and warrants that he/she is authorized to execute this Agreement on behalf of the County and that the execution and delivery of this Agreement has been duly authorized by all appropriate and necessary action.

22. This Agreement may be executed in counterparts, and any number of counterparts signed in the aggregate by the parties will constitute a single, original document.

Remainder of Page Intentionally Left Blank. Signature Page Follows.]

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

KING WILLIAM COUNTY, VIRGINIA

By: ______________________________
Name: ____________________________
Title: ____________________

ECONOMIC DEVELOPMENT AUTHORITY OF KING WILLIAM COUNTY

By: ______________________________
Name: ____________________________
Title: ____________________

NESTLE PURINA PETCARE COMPANY

By: ______________________________
Name: ____________________________
Title: ____________________________

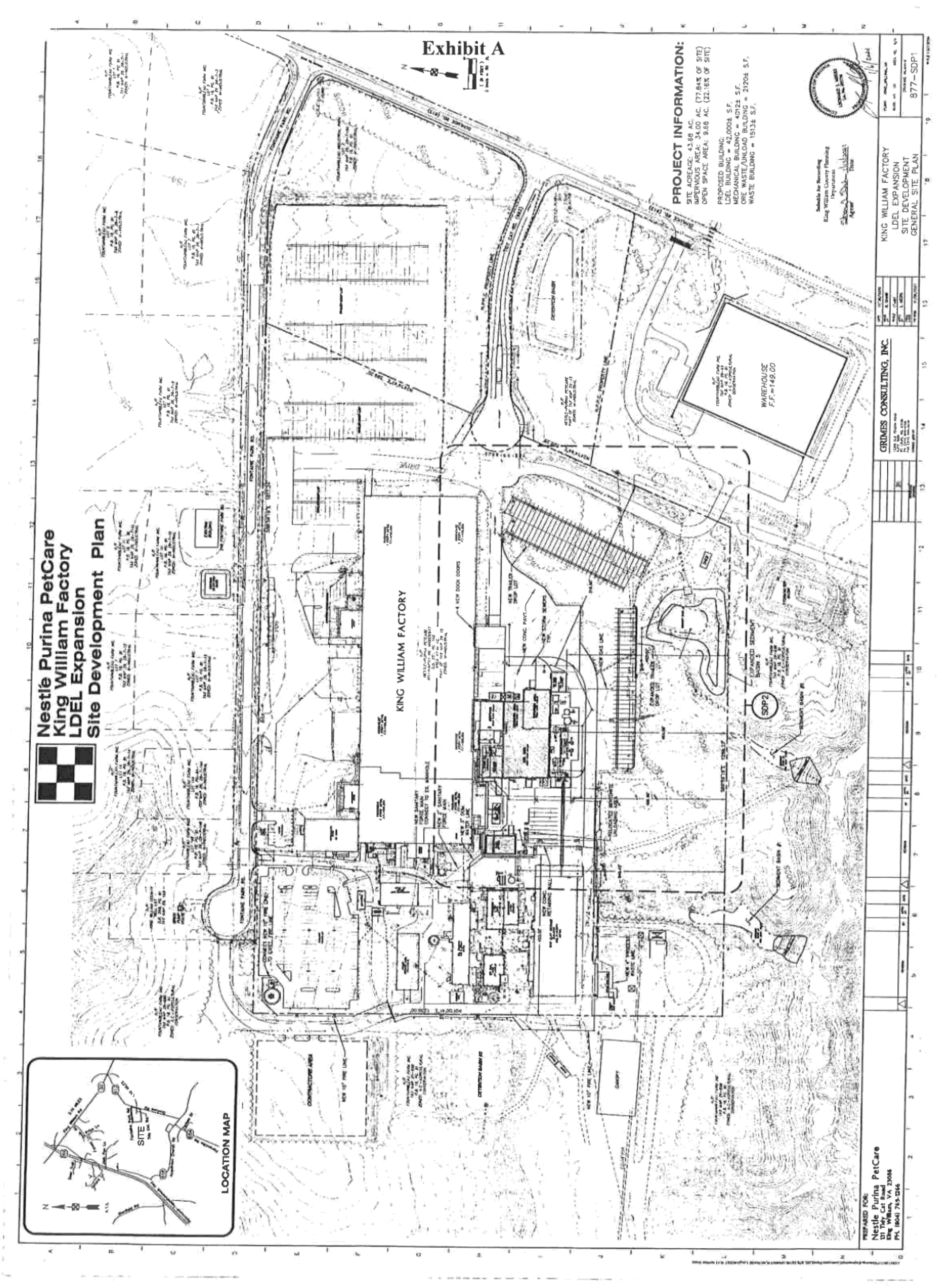


Exhibit A
Nestle Purina PetCare
King William Factory
LDEL Expansion
Site Development Plan
KING WILLIAM FACTORY
WAREHOUSE
PROJECT INFORMATION:
LOCATION MAP
SITE
GRIMES CONSULTING, INC.
KING WILLIAM FACTORY
LDEL EXPANSION
SITE DEVELOPMENT
GENERAL SITE PLAN
877-SDP1