County of King William, Virginia

BOARD OF SUPERVISORS
REGULAR MEETING OF AUGUST 23, 2021 - 7:00 PM
KING WILLIAM COUNTY ADMINISTRATION BUILDING
KING WILLIAM, VIRGINIA

AMENDED AGENDA

1. **Call to Order**

2. **Roll Call**

3. **Moment of Silence**

4. **Pledge of Allegiance**

5. **Review and Adoption of Meeting Agenda**

6. **Public Comment Period** *One Opportunity of Three Minutes per Individual or Five Minutes per Group on Non-Public Hearing Matters*

7. **Consent Agenda**

   a. Approval of Minutes:

      i. Draft Minutes of the July 12, 2021 Work Session

      ii. Draft Minutes of the July 26, 2021 Regular Meeting

      iii. Draft Minutes of the April 16, 2021 Daylong Budget Session

   b. Approval of Expenditures - July 2021

8. **Presentations**

   a. All Points Broadband Project Update - Jimmy Carr, CEO

9. **Old Business**

   a. Fire & EMS Department Report - Stacy Reaves, Fire Chief

   b. Commerce Park Update - Sherry Graham, Interim Planning Director

10. New Business

a. Unassigned General Fund Balance Information - Natasha Joranlien, Director of Financial Services

b. All Points Broadband Contract Responsibilities - Steve Hudgins, Interim County Administrator

c. Motorola Project: Ground Lease Agreement with King William County Public Schools - Steve Hudgins, Interim County Administrator

d. Reassessment Oversight Strategy - Steve Hudgins, Interim County Administrator

e. **Resolution 21-64** - Budget Amendment - King William County Public Schools Approval for Use of School Reserve Funds - Steve Hudgins, Interim County Administrator

f. **Resolution 21-65** - Setting the Personal Property Tax Relief Percentage for the Personal Property 2021 Billing in Accordance with the 2004-2005 Changes to the Personal Property Tax Relief Act of 1998 - Karena L. Funkhouser, Commissioner of Revenue (Amended Attachments)

g. Changing the Due Date for Tangible Personal Property, Etc. Tax Payments by Residents of King William County, Virginia - Mary Sue Bancroft, Treasurer

h. **Resolution 21-67** - Budget Amendment - Appropriating Funding from Unassigned Funds to the Office of the Treasurer for Temporary Employee Assistance - Mary Sue Bancroft, Treasurer

11. Administrative Matters from County Administrator

a. Board Information

   i. Monthly Departmental Reports - July 2021

12. Board of Supervisors' Comments

13. Closed Meeting

a. Motion to Convene Closed Meeting in Accordance with Section 2.2-3711 (A)(29)(3)

b. Motion to Reconvene in Open Session

c. Certification of Closed Meeting

d. Action on Closed Meeting (if necessary)

14. Appointments

a. **Resolution 21-66** - Appointment of King William County Public Schools Representative to the King William County Recreation Commission

15. Adjourn or Recess

NOTES REGARDING AGENDA:

This agenda is tentative only and subject to change by the Board of Supervisors.

During the Public Comment Period and Public Hearing periods, speakers shall be provided one opportunity of three minutes per individual or five minutes per group. Speakers shall provide their name, address, and if applicable, the group they are representing. The Board of Supervisors may modify and/or set other rules governing the conduct of Public Hearings.

AGENDA ITEM 7.a.i.

Draft Minutes of the July 12, 2021 Work Session

DRAFT MINUTES
KING WILLIAM COUNTY BOARD OF SUPERVISORS JOINT WORK SESSION
WITH THE ECONOMIC DEVELOPMENT AUTHORITY AND PLANNING COMMISSION
JULY 12, 2021

A joint work session of the Board of Supervisors of King William County, Virginia with the King William County Economic Development Authority Board and Planning Commission was held on the 12th day of July 2021, beginning at 7:00 p.m. in the Board 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 Board of Supervisors 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

The Planning Commission Members were polled:

Stephen K. Greenwood - Vice Chair	Aye
Bonnie J. Hite	Aye
Donald M. Wagner	Aye
Mathew W. Sluder	Aye
John B. Breeden - Chairman	Aye

The Economic Development Authority Board members were polled:

Eugene L. Campbell, Jr.	Present
Travis W. Longest	Absent
C. Meade Rhoads, Jr.	Present
Kenneth A. Holderied – Vice Chair	Present – via Zoom
Charles F. Piersa	Present
Jay Brown – Chairman	Present

Agenda Item 3. REVIEW AND ADOPTION OF AMENDED MEETING AGENDA

Supervisor Greenwood made a motion to adopt the Amended Meeting Agenda as presented. Motion was seconded by Supervisor Hodges. The Chairman called for discussion. There being none, the Board of Supervisors 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 4. PRESENTATIONS

a. All Points Broadband Update – Jimmy Carr, CEO (via Zoom)

Jimmy Carr, CEO of All Points Broadband (APB), gave an overview and update on the County's broadband project. Mr. Carr said APB and King William County formed a partnership in September 2020. APB then conducted a detailed needs assessment and market analysis. In October 2020 APB prepared a preliminary network design for Phase 1 and began applying for relevant funding programs. In November 2020 King William County, APB, and Dominion Energy Virginia (Dominion) entered into an agreement to advance the fiber-to-home initiative through the "Middle-Mile Statute". APB then sought federal broadband support from the Federal Communications Commission's Rural Digital Opportunity Fund (RDOF) and entered into the federally imposed "quiet period". The quiet period ended in February 2021 at which time APB announced the award of $1.5M in federal funding to support construction of Phase 1. In March 2021 APB, Dominion, and the Pamunkey Tribe entered into an agreement to expand the fiber-to-home initiative onto the Pamunkey Reservation. High-level design for remaining unserved areas of the County commenced in May 2021. In June 2021 Rappahannock Electric Cooperative (REC) joined the partnership in King William County and APB, REC, and Dominion began scoping a fiber-to-home network extension to the remaining unserved areas of the County. In July 2021 APB and King William County began preparing the FY2022 Virginia Telecommunications Initiative (VATI) grant application to support completion of the remainder of the County's network. This application will be presented to the Board of Supervisors at their August 23, 2021 meeting and grant award announcements will occur in December 2021. Phase 1 construction activities are scheduled to begin in the first quarter of 2022.

Mr. Carr provided an overview of Phase 1, the initial network deployment enabling rapid expansion into remaining unserved areas of King William County. Phase 1 contains approximately 900 presently unserved locations and approximately 60 miles of fiber-optic infrastructure will be deployed. The network is designed to be scalable for expansion. APB, County staff, REC, and Dominion will work together to optimize network design for the remaining unserved areas of the County which will be tailored to the VATI program and comply with all relevant federal American Rescue Plan Act (ARPA) requirements.

Vice Chair Moren asked Mr. Carr to offer any recommendations to the Board at the August meeting to accelerate the program based on the availability of ARPA funding. Mr. Carr said the Virginia General Assembly is planning to discuss broadband funding during their special summer session. He said one obstacle may be the availability of necessary materials and that, if the Board approves the VATI application at their August meeting, APB feels confident enough in their plan to begin procuring materials at that time to help eliminate delays.

Authority Member Campbell asked how many end users would be served in Phase 1. Mr. Carr said the 900 locations represented approximately 2,100 end users. Mr. Carr said Phase 2 will "think big" and encompass 100% of the remaining unserved homes in the County.

Authority Member Holderied asked the reason fiber-to-home was the only option being discussed. Mr. Carr said fiber-to-home is superior technology, especially given the County's topography, terrain, and vegetation, and that is also what grant makers are encouraging people to deploy. He said this is a once in a generation opportunity.

Mr. Carr said the fiber will mainly be aerial (on utility poles) with underground in some areas where there are no poles. If consumers in areas where poles are available want underground, they may elect to do so and pay the incremental cost. Residents can visit fiber.allpointsbroadband.com and enter their address to find out what phase they are in and preregister for service. APB is responsible for all maintenance and operation of the network.

b. Blueprint 2041: Economic & Demographic Trends – Hill Studio & Arnett Muldrow

Aaron Arnett, AICP, Partner at Arnett Muldrow, presented preliminary results of the Demographic & Market Assessment study done in conjunction with the Blueprint 2041 Comprehensive Plan Update. (See Attachment A.)

Authority Member Rhoads asked about the cost-burdened and extremely cost-burdened figures in the findings. Mr. Arnett said the County's figures are low compared to other places.

Supervisor Garber asked if the data identified how many retired or non-working people were in the county. Mr. Arnett said no but he would look deeper at the data.

Vice Chair Moren asked if the types of jobs people were leaving the county for could be determined. Mr. Arnett said the data tells where they're going but not what sort of jobs they're going to. He said he would check to see if that was something that could be determined.

Planning Commissioner Sluder said keeping employees in the County may also keep convenience buys in the County.

Authority Member Rhoads asked if the area looked at in the study was Central Garage. He asked if any competitive advantages for the County were discovered in the study. Mr. Arnett said nothing had been discovered at this point in the study which was based a lot on geography.

Authority Chairman Brown asked if the study could identify how much of each leakage category was being spent in a specific type of store, for example Target, Wal-Mart, etc.) Mr. Arnett said this type of study did not identify those specifics.

Authority Member Rhoads asked if the study looked at traffic. Mr. Arnett said not specifically.

Supervisor Greenwood asked how many households were needed to attract and support different types of stores, such as CVS, Rite Aid, etc. Mr. Arnett said this study will help the County identify demand. This can then be shown to stores or chains the County would like to consider attracting.

Authority Member Rhoads asked if number of rooftops solely affected who will or won't located in the County. Mr. Arnett said that, even if a particular chain requires a minimum number of households or rooftops, showing them there is sufficient demand to support them can be helpful in getting them to consider opening a location in the County. Income, housing values, and growth are also factors.

Planning Commissioner Wagner asked about industrial development.

Authority Chairman Brown asked how much of the percentage of people leaving the county to shop are we likely to recapture. Mr. Arnett said you'll never be able to capture 100%. He also said determining a figure is all based on investigating scenarios which would then help determine a percentage that's likely to be captured based on those factors.

Supervisor Greenwood said infrastructure is needed to attract industry and retail and noted some counties have pre-built parcels ready with the necessary infrastructure which makes them attractive.

Supervisor Hodges asked how you would determine how much land to pre-build.

Planning Commissioner Sluder asked if there were any comparison studies done with neighboring counties. Mr. Arnett said no but he'll look into retail with other similar counties. He said he's worked with New Kent county but, as noted by Supervisor Hodges and others, they are very different than King William County, especially given their interstate access.

Supervisor Garber noted that people are coming to the County from the east as well as from the west and both needed to be considered.

Authority Chairman Brown said if you're traveling on Route 360 and a store is on the opposite side of the road, you're more likely to continue on and go elsewhere because of the lack of places to turn around. He asked what information is needed to dig deeper so we can understand more details about the type of products being bought outside the county so we could point people to the availability of those same products within the County. Examples given were organic produce, specialty items, etc. Mr. Arnett said he would look into it.

Authority Member Holderied asked about vehicle sales and noted King William County has a very competitive tax advantage for dealerships. Mr. Arnett said auto dealers tend to like to be close together in order to foster one-stop shopping. Chairman Moskalski said many dealerships were entities of large corporations. He also noted location is not that important anymore with the growing trend of buying vehicles online. Mr. Arnett and Chairman Moskalski both said there is not a lot of profit on new vehicles and dealers make their money based on volume.

Supervisor Greenwood asked Mr. Arnett to make his presentation available to the Board of Supervisors, EDA members, and Planning Commission members. Mr. Arnett said he would do that. (See Attachment A.)

Mr. Arnett noted an observation he made in the Central Garage area that there is not a lot of vacancy in the currently available space. He also noted the addition of pedestrian crossings and sidewalks.

Authority Member Roads asked if there was the possibility of creating a third retail node along Route 360 in the County. He asked if the amount of through traffic created such an opportunity. Mr. Arnett said absolutely and recommended looking into more mixed-use areas which would combine retail, housing, and employment opportunities. He also said the current pedestrian access in Central Garage was good but more was needed.

Vice Chair Moren asked how much of the anticipated growth in the County was school-age children and would thus impact schools. Mr. Arnett said he didn't know but some assumptions could be made based on household size. He said he didn't think the data they had so far would answer that question and reiterated that he believes the projected growth number is very conservative. Chairman Moskalski said past and present trends showed growth in the County but not in the schools which could mean a variety of things such as older adults moving to the county, new families with children not yet school aged, or the recent growth in the number of people homeschooling their children.

Ross Hammes, Planner & Geospatial Analyst with Hill Studio, presented preliminary findings from the Citizen Survey. (See Attachment B.) Approximately 200 people have taken the survey so far. The survey will remain open until January 2022.

Evelyn Sloan, FAICP, Retired Director of Planning with Hill Studio, presented the draft Vision and Goals created based on the survey findings. (See Attachment C.) She asked the Board, EDA, and Planning Commission to think about them and make note of anything missing or incorrect.

David Hill, President & Landscape Architect with Hill Studio, said the group would be working in the County over the next two days and urged people to take the Citizen Survey.

Commission Chairman Breeden said the most important findings in this process will be from the citizens and Board of Supervisors and also urged everyone to complete the Citizen Survey. He said the survey information is also available at local libraries.

Vice Chair Moren said he was very disappointed by the low participation in the survey. He asked Ms. Walker and Mr. Campbell to feature the survey in their newspapers and asked Sherry Graham, Interim Planning Director, how long the survey would remain open. Ms. Graham said it would remain open through January 2022. [The survey link is now predominantly featured on the main page of the County website.] Commission Chairman Breeden said he'd like to have at least 500 participants.

Commissioner Hite made a motion to adjourn the Planning Commission at this time (8:58pm). Motion was seconded by Commissioner Sluder. There being no discussion and no opposition, Commission Chairman Breeden adjourned the Planning Commission.

Authority Member Rhoads made a motion to adjourn the Economic Development Authority Board of Directors at this time (8:59pm). Motion was seconded by Authority Member Piersa. There being no discussion and no opposition, Authority Chairman Brown adjourned the Economic Development Authority Board.

Agenda Item 5. WORK SESSION MATTERS

a. Building Department Update – Anthony Swinson, Building Official

Anthony Swinson, King William County Building Official, introduced himself to the Board of Directors and gave an overview of the changes to the Virginia Code which took effect on July 1, 2021. He showed the Board the changes made to the Building Department page on the County website and said some items, such as the online customer portal, were currently being tested. He said the Building Department has completed their move to the Edmunds software platform and is learning to use it to its full potential. He provided reports of permits issued during June 2021. Mr. Swinson noted that the pandemic did not slow things down in the Building Department and said based on the workflow, he would not have known there was a pandemic.

b. Cigarette Tax – Steve Hudgins, Interim County Administrator

Mr. Hudgins presented information regarding Code of Virginia §58.1-3830 which took effect July 1, 2021 authorizing all counties to levy a tax on cigarettes of up to $0.02 per cigarette. He said the Chesapeake Bay Region Cigarette Tax Board (CBRCTB) was being formed to administer the collection, accounting, disbursement, compliance monitoring, and enforcement of cigarette taxes assessed by localities in the County's region. King William County is estimated to potentially generate revenues of $137,064.00 from a cigarette tax. So far, Westmoreland County, Lancaster County, Middlesex County, Essex County, and the Town of Urbanna have adopted the Chesapeake Bay Regional Cigarette Tax Agreement, and the Towns of Montross and Colonial Beach were considering the matter this week. If the Board agrees to implement a cigarette tax in the County, an ordinance will need to be drafted and the public hearing process begun.

Mr. Hudgins said he has spoken to West Point Town Manager, John B. Edwards, Jr., and they would most likely adopt a cigarette tax if King William County does. If they do not, the revenue from the tax would go in the split levy account. If they do, the County revenue would go in the County's accounts and West Point's revenue would go in their accounts.

Chairman Moskalski said the tax would go to the schools based on the split levy agreement.

Vice Chair Moren said he did not believe the tax has to go to the schools, especially if West Point adopts their own cigarette tax.

Supervisor Garber said the state of Virginia already taxes cigarettes at $0.30 per pack and the federal government taxes cigarettes at $1.01 per pack. The County's tax would add another $0.40 per pack. He said he believes the tobacco industry is already suffering and closing plants and is against the County adopting this tax.

Supervisor Hodges said the cost to administer the tax is high. Mr. Hudgins said this is why the County would join the Northern Neck Planning District Consortium (NNPDC) in the Chesapeake Bay Regional

Cigarette Tax Agreement. The NNPDC would then be responsible for all auditing, inspections, compliance, etc.

Supervisor Garber said not having the tax could attract people from the surrounding area to come to the County to purchase cigarettes thereby helping local businesses. He also noted that the Native American Tribes are exempt from all these taxes and they could then sell them cheaper if they desired.

Supervisor Hodges said he believes the Tribes would be doing that now if they wanted to since they are exempt from the currently existing taxes as well.

Chairman Moskalski said he is split on the decision and noted this tax tends to mostly hit communities that can afford it the least.

Vice Chair Moren made a motion to table discussion of a County Cigarette Tax until November 2021 in order to give it some time since it is new. Supervisor Garber seconded the motion. The chairman called for discussion. There being no 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

c. VPPSA Investigation into Curbside Collection Service - Steve Hudgins, Interim County Administrator

Mr. Hudgins said in order to offer curbside collection services in the County, it would have to be offered to the entire County, not just to those in the Central Garage area, which was previously discussed as a way to combat overuse at the Central Garage transfer station. This makes the prospect financially unfeasible. David A. Magnant, Executive Director with VPPSA, suggests asking a few trash companies to consider meeting with HOA's in potential neighborhoods to show them what an expected return on their investment could be. Mr. Magnant has already begun having these conversations.

d. Water Tower Project Update - Steve Hudgins, Interim County Administrator

Mr. Hudgins said the County is still looking at potential sites. The preliminary engineering report has begun which will generate pricing. The two top sites are currently Kennington and Manquin.

Supervisor Greenwood said some of his constituents have expressed to him that they do not want another water tower and asked if a forced system was feasible. Mr. Hudgins said it was not possible and that a hydraulic system is necessary.

Agenda Item 6. BOARD OF SUPERVISOR'S REQUESTS

Supervisor Garber would still like an update on Commerce Park and a discussion on prorating personal property taxes.

Vice Chair Moren and Supervisor Hodges had nothing to add.

Supervisor Greenwood would like to look into decals for transfer stations for County residents again in order to help prevent those from outside the county dumping their trash in the County. The challenge is enforcement. Vice Chair Moren said the situation at the Epworth station seems to have improved since Mr. Magnant came to the Board's June Work Session. Chairman Moskalski said New Kent had a process that seemed to work and that should be looked into. Supervisor Greenwood said there needed to be a turn lane on Route 30 into the transfer station as it was dangerous and he had almost been hit a few times. He suggested talking with VDOT about this possibility. He also said the Board was to consider an Ordinance update for the disabled and hardship property tax discount. Mr. Hudgins said this was on the agenda for the Board's regular meeting on July 26, 2021.

Chairman Moskalski said he would like to continue discussions about alternate locations for the Central Garage transfer station since the current site could not be expanded. He would also like a discussion and explanation of the reserve fund.

Agenda Item 7. CLOSED MEETING

a. Motion to Convene Closed Meeting

Vice Chair Moren moved to convene in Close Meeting in accordance with Section 2.2-3711 (A)(1) of the Code of Virginia to consider a personnel matter involving the interview of a prospective candidate for employment. 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

b. Motion to Reconvene in Open Session

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

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

c. Certification of Closed Meeting

Supervisor Hodges moved for adoption of Standing Resolution 1 (SR-1) in accordance with Section 2.2-3717(D) of the Code of Virginia, 1950, as amended. The motion was seconded by Supervisor Garber. 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

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 2.2-3711 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 12th day of July, 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 12th day of July, 2021.

d. Action on Closed Meeting (if necessary)

No action required.

Agenda Item 8. 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, 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

COPY TESTE:

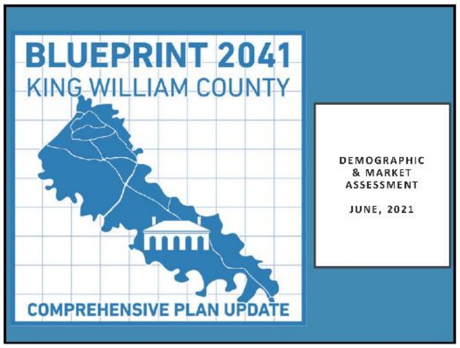
Travis J. Moskalski, Chairman	Christine H. Branch
Board of Supervisors	Deputy Clerk to the Board of Supervisors

Minutes Attachment A

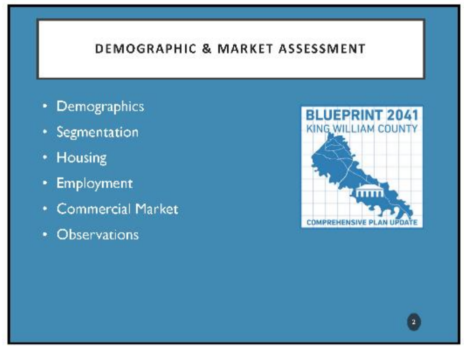
AGENDA ITEM 4.b.

Blueprint 2041
Economic & Demographic Trends

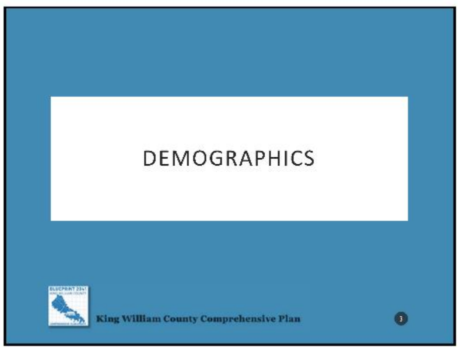
Aaron Arnett, AICP
Arnett Muldrow


BLUEPRINT 2041
KING WILLIAM COUNTY
COMPREHENSIVE PLAN UPDATE
DEMOGRAPHIC & MARKET ASSESSMENT
JUNE, 2021

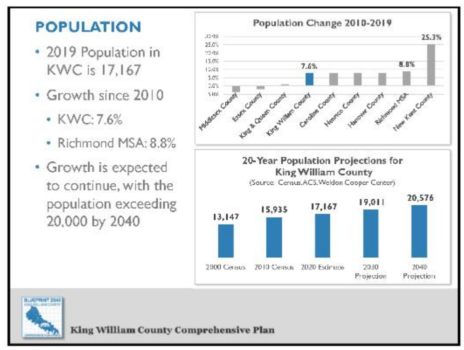
1


DEMOGRAPHIC & MARKET ASSESSMENT
• Demographics
• Segmentation
• Housing
• Employment
• Commercial Market
• Observations
BLUEPRINT 2041
KING WILLIAM COUNTY
COMPREHENSIVE PLAN UPDATE

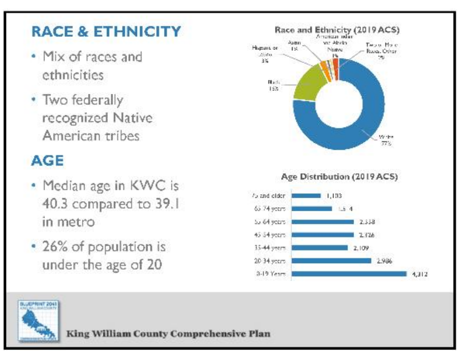
2


DEMOGRAPHICS
King William County Comprehensive Plan

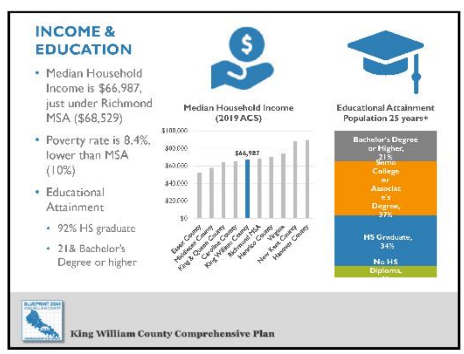
3


POPULATION
• 2019 Population in KWC is 17,167
• Growth since 2010
• KWC: 7.6%
• Richmond MSA: 8.8%
• Growth is expected to continue, with the population exceeding 20,000 by 2040
Population Change 2010-2019
25.3%
7.6%
8.8%
Middlesex County
Essex County
King & Queen County
King William County
Caroline County
Henrico County
Hanover County
Richmond MSA
New Kent County
20-Year Population Projections for King William County
(Source: Census, ACS, Weldon Cooper Center)
13,147
15,935
17,167
19,011
20,576
2000 Census
2010 Census
2020 Estimate
2030 Projection
2040 Projection
King William County Comprehensive Plan

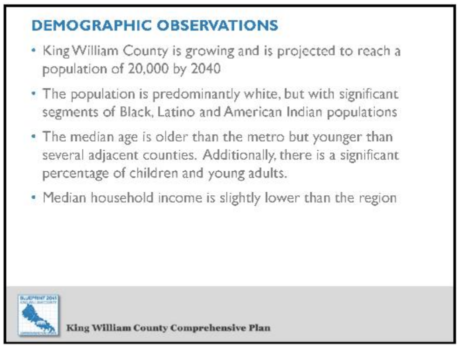
4


RACE & ETHNICITY
• Mix of races and ethnicities
• Two federally recognized Native American tribes
AGE
• Median age in KWC is 40.3 compared to 39.1 in metro
• 26% of population is under the age of 20
Race and Ethnicity (2019 ACS)
Age Distribution (2019 ACS)
1,103
2,338
2,109
2,986
4,312
King William County Comprehensive Plan

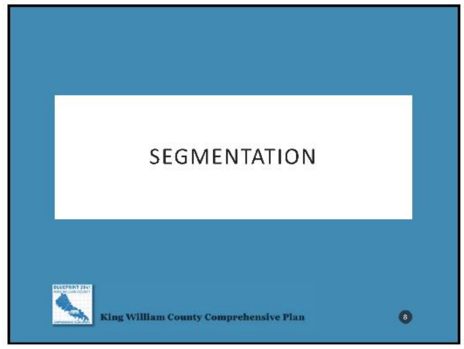
5


INCOME & EDUCATION
• Median Household Income is $66,987, just under Richmond MSA ($68,529)
• Poverty rate is 8.4%, lower than MSA (10%)
• Educational Attainment
• 92% HS graduate
• 21& Bachelor's Degree or higher
Median Household Income (2019 ACS)
$66,987
Essex County
Middlesex County
King & Queen County
Caroline County
King William County
Richmond MSA
Henrico County
Virginia
New Kent County
Hanover County
Educational Attainment Population 25 years+
Bachelor's Degree or Higher, 21%
Some College or Associate's Degree, 37%
HS Graduate, 34%
No HS Diploma,
King William County Comprehensive Plan

6


DEMOGRAPHIC OBSERVATIONS
• King William County is growing and is projected to reach a population of 20,000 by 2040
• The population is predominantly white, but with significant segments of Black, Latino and American Indian populations
• The median age is older than the metro but younger than several adjacent counties. Additionally, there is a significant percentage of children and young adults.
• Median household income is slightly lower than the region
King William County Comprehensive Plan

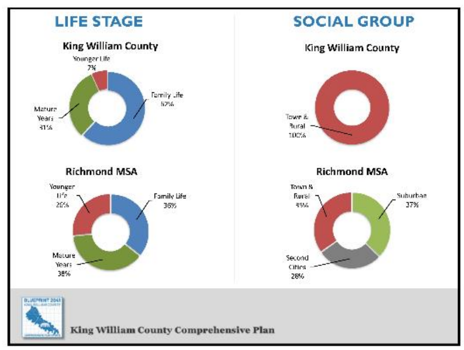
7


SEGMENTATION
King William County Comprehensive Plan
8

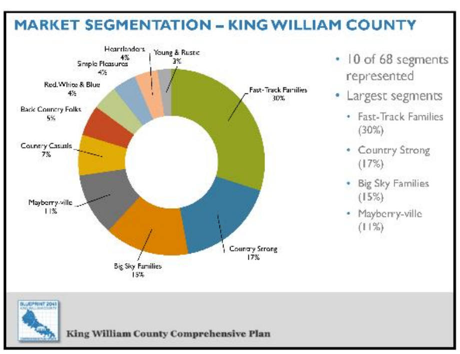
8


SEGMENTATION
• Based on Life Stage (age & presence of children) and Social Groups (urbanization & socioeconomics)
• Describes behavioral traits & consumer patterns based on 68 various "segments" that make up the market.
• Data provided for:
• West Point
• King William County
• 30-Minute Drive Time
• Richmond MSA
King William County Comprehensive Plan

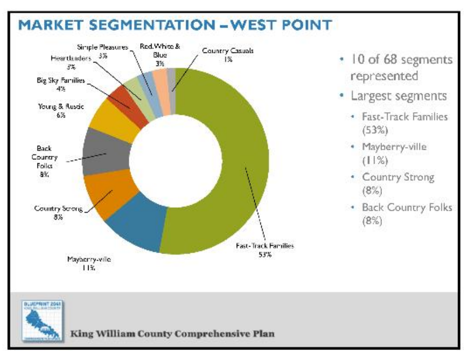
9


LIFE STAGE
King William County
Younger Life 7%
Family Life 62%
Mature Years 31%
Richmond MSA
Younger Life 26%
Family Life 36%
Mature Years 38%
SOCIAL GROUP
King William County
Town & Rural 100%
Richmond MSA
Town & Rural 35%
Suburban 37%
Second Cities 28%
King William County Comprehensive Plan

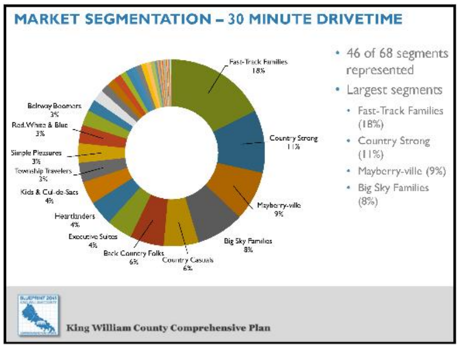
10


MARKET SEGMENTATION – KING WILLIAM COUNTY
Heartlanders 4%
Young & Rustic 3%
Simple Pleasures 4%
Red, White & Blue 4%
Back Country Folks 5%
Country Casuals 7%
Mayberry-ville 11%
Big Sky Families 15%
Country Strong 17%
Fast-Track Families 30%
• 10 of 68 segments represented
• Largest segments
• Fast-Track Families (30%)
• Country Strong (17%)
• Big Sky Families (15%)
• Mayberry-ville (11%)
King William County Comprehensive Plan

11


MARKET SEGMENTATION – WEST POINT
Simple Pleasures 3%
Red, White & Blue 3%
Country Casuals 1%
Heartlanders 3%
Big Sky Families 4%
Young & Rustic 6%
Back Country Folks 8%
Country Strong 8%
Mayberry-ville 11%
Fast-Track Families 53%
• 10 of 68 segments represented
• Largest segments
• Fast-Track Families (53%)
• Mayberry-ville (11%)
• Country Strong (8%)
• Back Country Folks (8%)
King William County Comprehensive Plan

12



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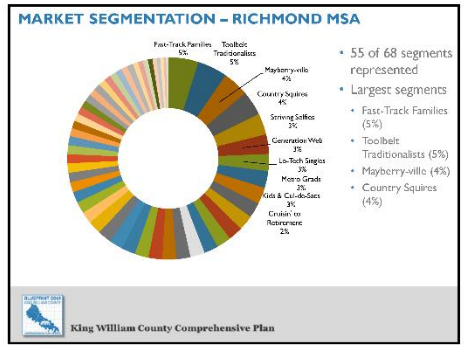

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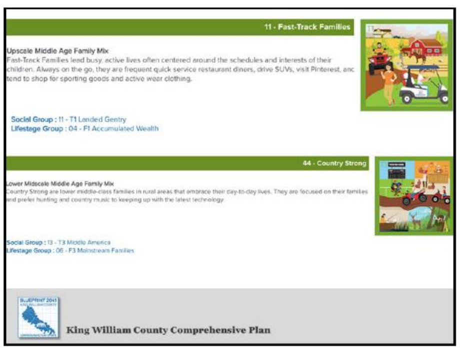

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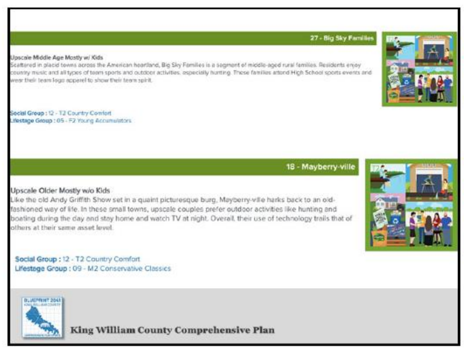

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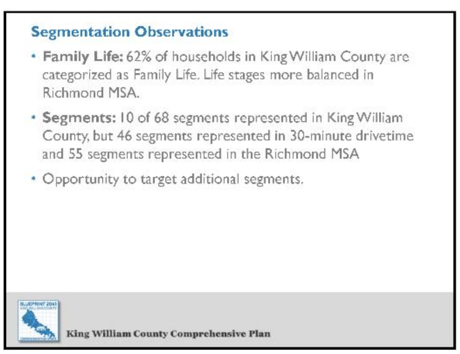

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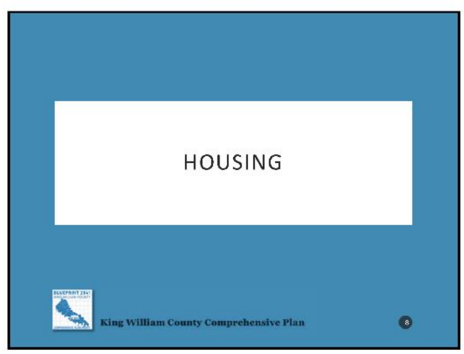

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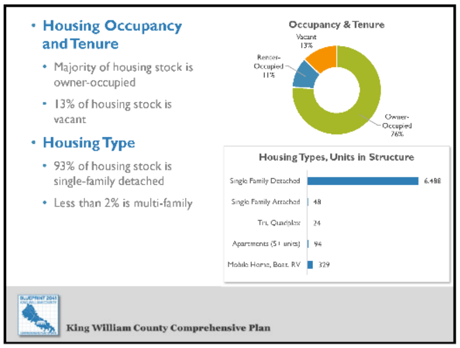

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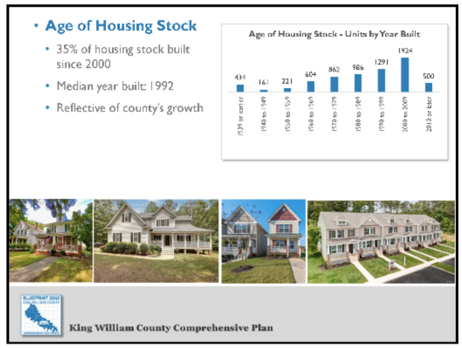

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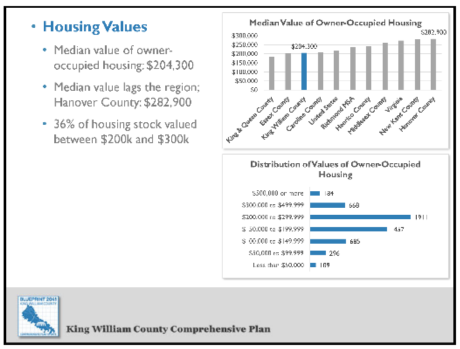

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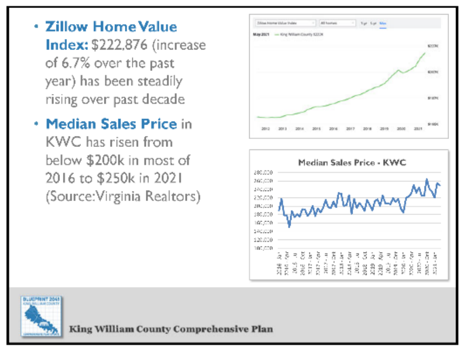

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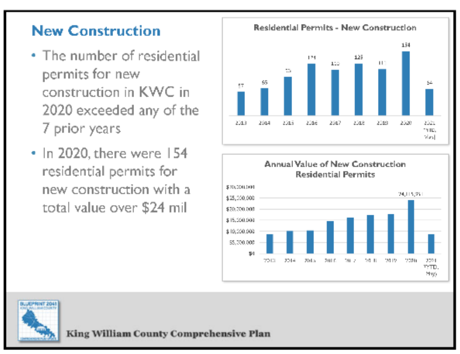

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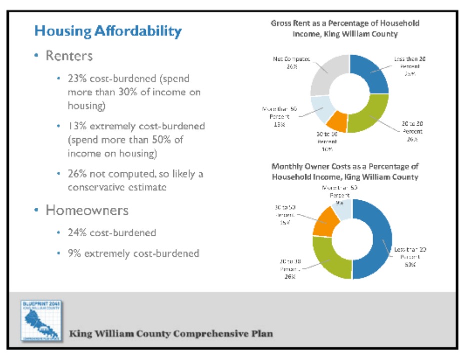

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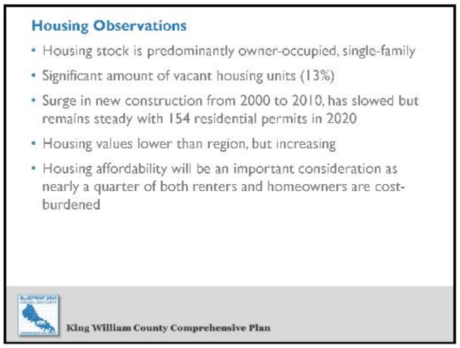

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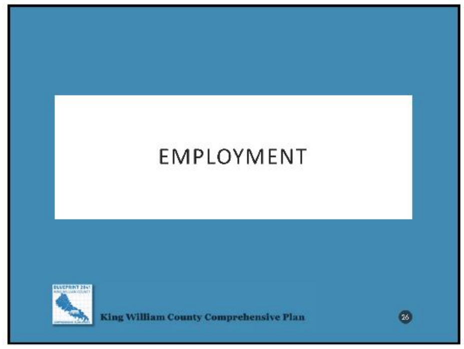

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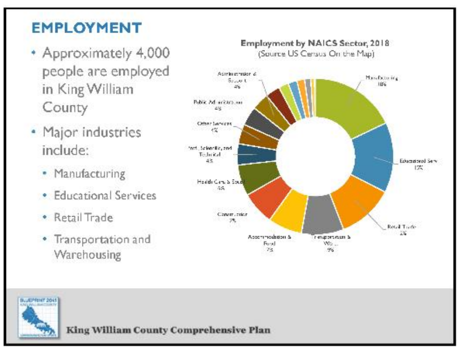

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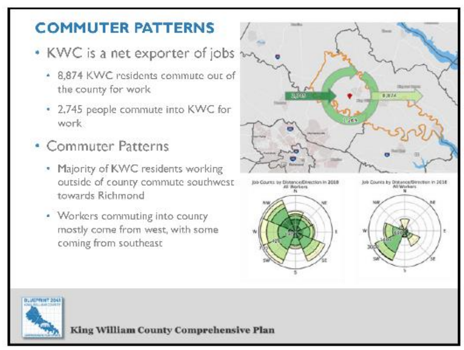

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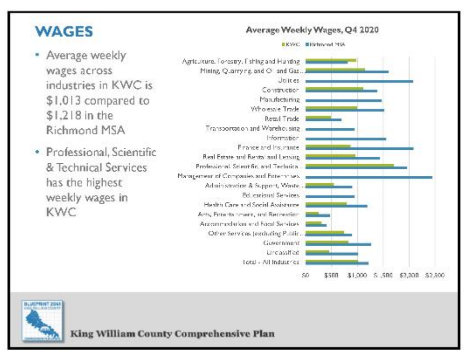

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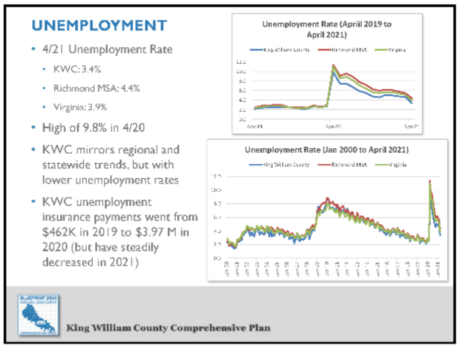

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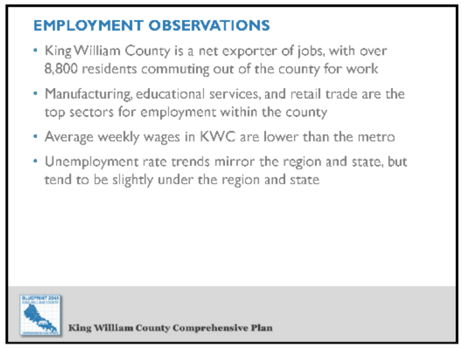

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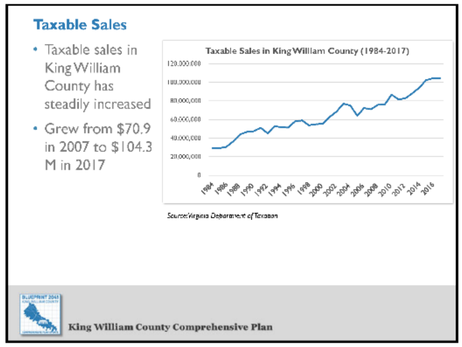

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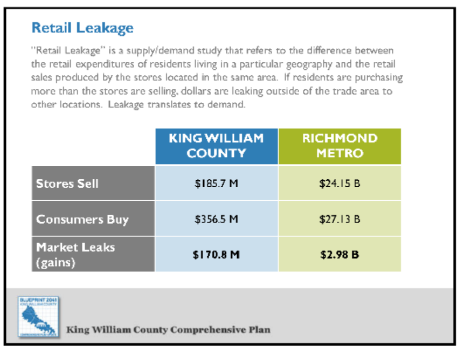

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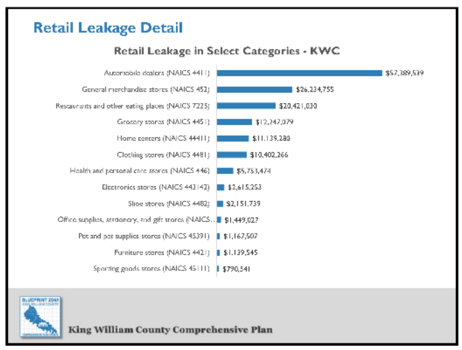
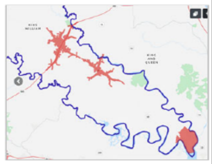


36

Retail Leakage in Towns and CDPs

- West Point Town Limits
  - Stores Sell: $71.1 M
  - Consumer Spend: $67.6
  - **Market GAINS: $3.5 M**
- Central Garage 5-Min Drivetime
  - Stores Sell: $22.9 M
  - Consumer Spend: $35.4
  - **Market Leaks: $12.5 M**



King William County Comprehensive Plan

37

Retail Demand Growth

- 2020 Retail Demand: $356.5 M
- Projected 2025 Demand: $404.7 M
- **5-Year Demand Growth: $48.2 M**
- 13.5% growth over 5 years
- 2.57% Compound Annual Growth Rate
- Growth based on population projections

2.57%
Annual Growth

King William County Comprehensive Plan

38

Key Opportunities

GENERAL MERCHANDISE $26.2 M Leakage $4.8 M 5-Year Demand Growth	**RESTAURANTS & EATING PLACES** $20.4 M Leakage $5.3 M 5-Year Demand Growth	**GROCERY STORES** $12.2 M Leakage $4.5 M 5-Year Demand Growth
HOME CENTERS $11.1 M Leakage $1.6 M 5-Year Demand Growth	**CLOTHING STORES** $10.4 M Leakage $760K 5-Year Demand Growth	**HEALTH & PERSONAL CARE** $5.75 M Leakage $3 M 5-Year Demand Growth

King William County Comprehensive Plan

39

COMMERCIAL MARKET OBSERVATIONS

- Taxable sales have steadily increased over the past 25 years.
- King William County leaked $170.8 million last year, nearly as much as its retail sales ($185.7).
- West Point serves as a commercial center within the county, experiencing a small retail gain.
- Retail demand in KWC is projected to grow by 13.5% over the next 5 years.
- Opportunity to capture existing leakage and leverage projected demand growth in key categories:
  - General Merchandise
  - Restaurants
  - Grocery Stores
  - Home Centers
  - Clothing Stores
  - Health and Personal Care Stores

King William County Comprehensive Plan

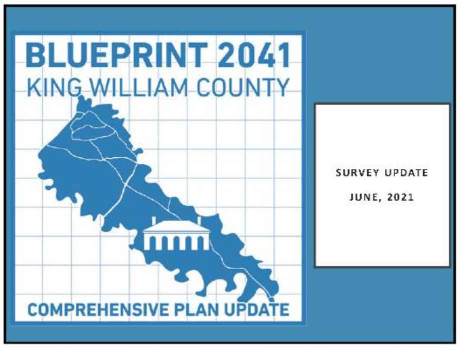
40

Minutes Attachment B

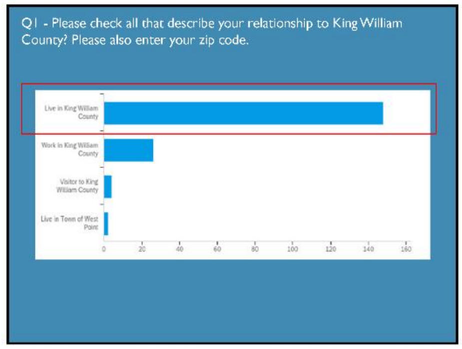
AGENDA ITEM 4.b.

Blueprint 2041
Survey Update

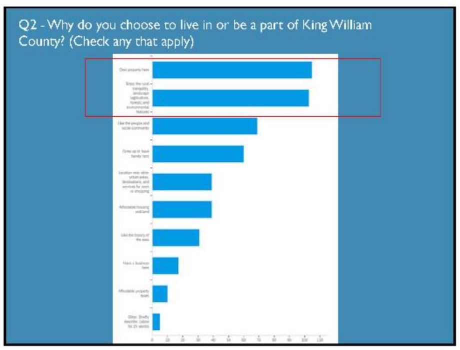
Ross Hammes, Planner & Geospatial Analyst
Hill Studio


BLUEPRINT 2041
KING WILLIAM COUNTY
COMPREHENSIVE PLAN UPDATE
SURVEY UPDATE
JUNE, 2021

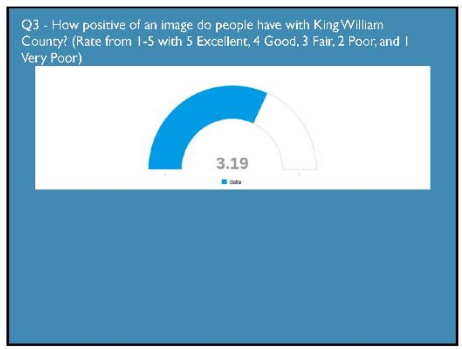
1


Q1 - Please check all that describe your relationship to King William County? Please also enter your zip code.
Live in King William County
Work in King William County
Visitor to King William County
Live in Town of West Point
0
20
40
60
80
100
120
140
160

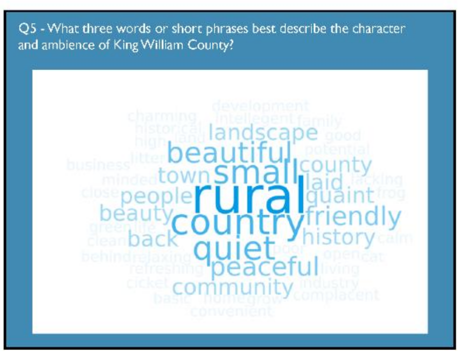
2


Q2 - Why do you choose to live in or be a part of King William County? (Check any that apply)

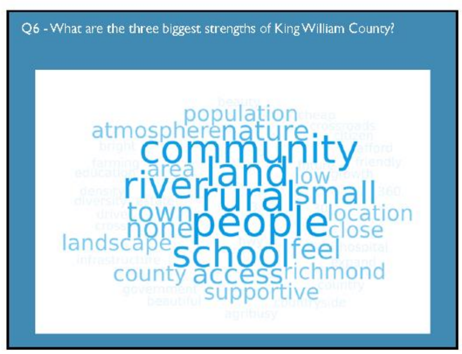
3


Q3 - How positive of an image do people have with King William County? (Rate from 1-5 with 5 Excellent, 4 Good, 3 Fair, 2 Poor, and 1 Very Poor)
3.19

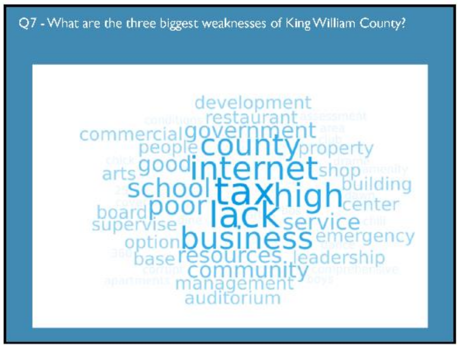
4


Q5 - What three words or short phrases best describe the character and ambience of King William County?
rural
country
small
quiet
beautiful
peaceful
friendly
landscape
town
people
beauty
back
county
quaint
history
community

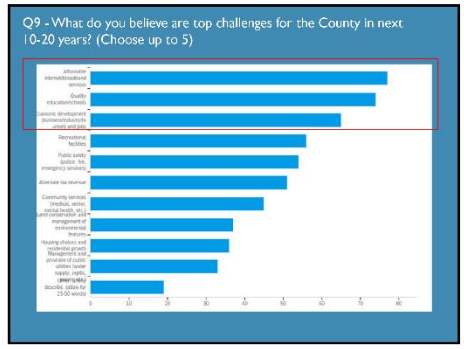
5


Q6 - What are the three biggest strengths of King William County?
community
land
rural
people
school
river
small
nature
population
atmosphere
area
town
none
location
close
landscape
feel
county
access
richmond
supportive
low

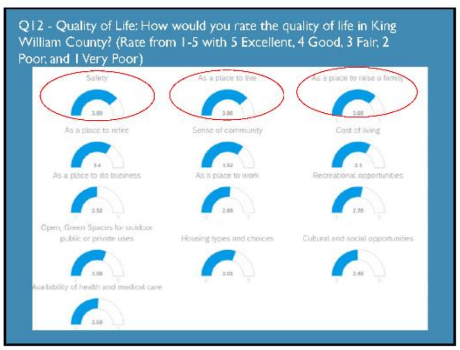
6


Q7 - What are the three biggest weaknesses of King William County?
development
restaurant
commercial
government
people
county
property
good
internet
shop
arts
school
tax
high
building
board
poor
lack
center
supervise
service
option
business
emergency
base
resources
leadership
community
management
auditorium

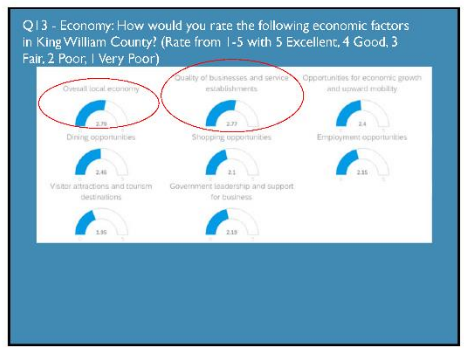
7


Q9 - What do you believe are top challenges for the County in next 10-20 years? (Choose up to 5)

8


Q12 - Quality of Life: How would you rate the quality of life in King William County? (Rate from 1-5 with 5 Excellent, 4 Good, 3 Fair, 2 Poor, and 1 Very Poor)
Safety
As a place to live
As a place to raise a family
As a place to retire
3.4
Sense of community
3.52
Cost of living
As a place to do business
2.52
As a place to work
Recreational opportunities
Open, Green Spaces for outdoor public or private uses
Housing types and choices
Cultural and social opportunities
Availability of health and medical care
2.58

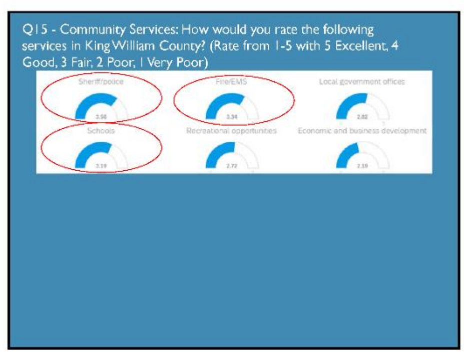
9


Q13 - Economy: How would you rate the following economic factors in King William County? (Rate from 1-5 with 5 Excellent, 4 Good, 3 Fair, 2 Poor, 1 Very Poor)
Overall local economy
Quality of businesses and service establishments
2.77
Opportunities for economic growth and upward mobility
2.4
Dining opportunities
2.46
Shopping opportunities
2.1
Employment opportunities
2.15
Visitor attractions and tourism destinations
1.95
Government leadership and support for business
2.13

10

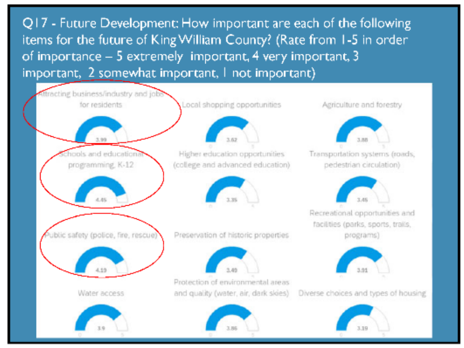

Q14 - Infrastructure: How would you rate the following services, utilities, and facilities in King William County? (Rate from 1-5 with 5 Excellent, 4 Good, 3 Fair, 2 Poor, 1 Very Poor)
Gateway entrances into County
2.74
Refuse and recycling facilities
Roads (conditions and maintenance)
Traffic circulation
Alternative transportation systems (bike and pedestrian facilities)
2.06
Public transportation (bus, special transport)
1.88
Water
3.12
Sewer/septic systems
3
Electricity
Internet access
2.17
Cellular phone access
2.46

11


Q15 - Community Services: How would you rate the following services in King William County? (Rate from 1-5 with 5 Excellent, 4 Good, 3 Fair, 2 Poor, 1 Very Poor)
Sheriff/police
Fire/EMS
3.34
Local government offices
2.82
Schools
Recreational opportunities
2.72
Economic and business development
2.19

12

13



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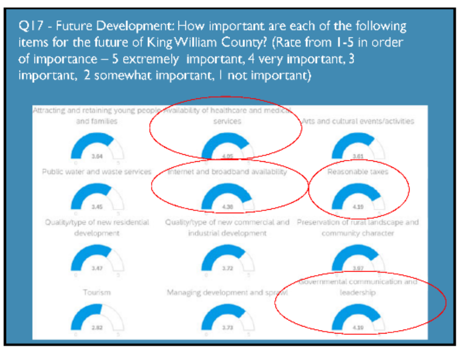

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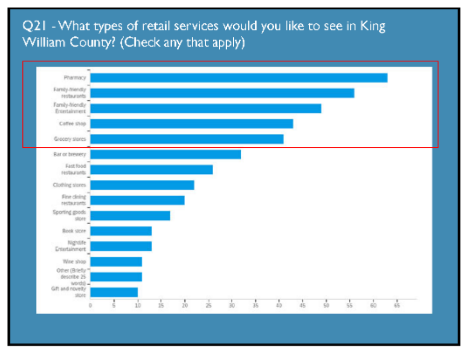

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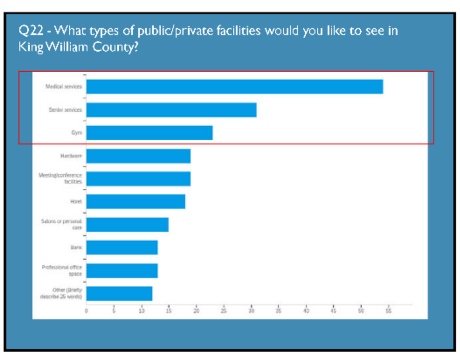

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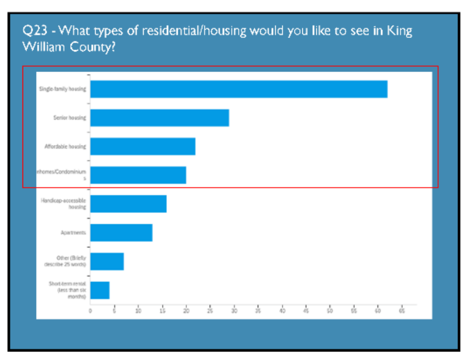

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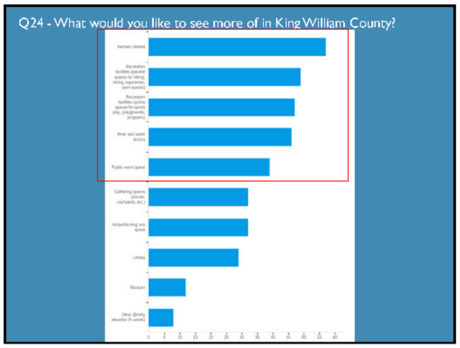
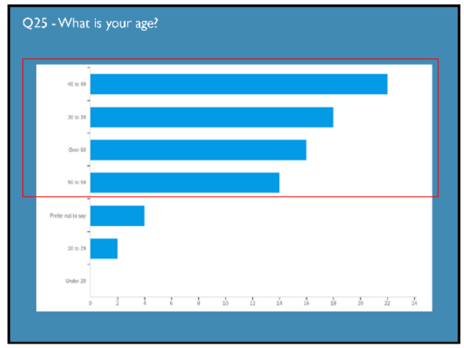
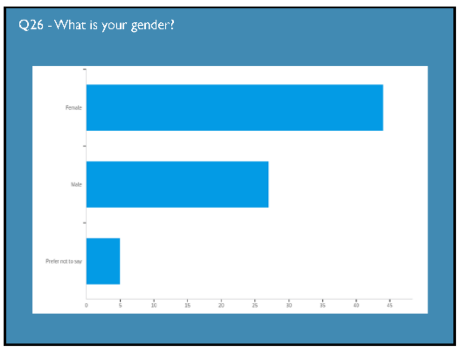

Q24 - What would you like to see more of in King William County?
Farmers Market
Public event space
Library
Museum

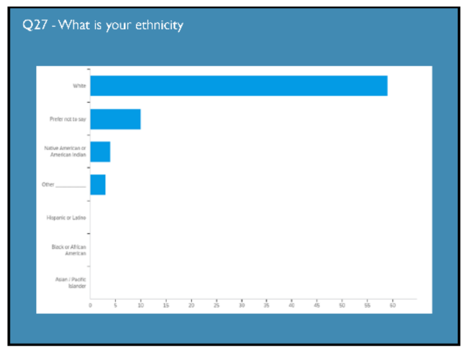
19


Q25 - What is your age?
40 to 49
30 to 39
Over 60
50 to 59
Prefer not to say
20 to 29
Under 20
0
2
4
6
8
10
12
14
16
18
20
22
24

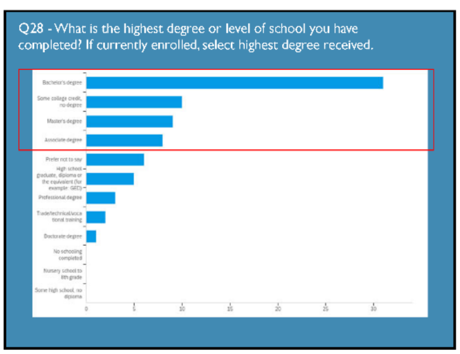
20


Q26 - What is your gender?
Female
Male
Prefer not to say

21


Q27 - What is your ethnicity
White
Prefer not to say
Native American or American Indian
Other
Hispanic or Latino
Black or African American
Asian / Pacific Islander
0
5
10
15
20
25
30
35
40
45
50
55
60

22


Q28 - What is the highest degree or level of school you have completed? If currently enrolled, select highest degree received.
Bachelor's degree
Some college credit, no degree
Master's degree
Associate degree
Prefer not to say
High school graduate, diploma or the equivalent (for example: GED)
Professional degree
Trade/technical/vocational training
Doctorate degree
No schooling completed
Nursery school to 8th grade
Some high school, no diploma
0
5
10
15
20
25
30

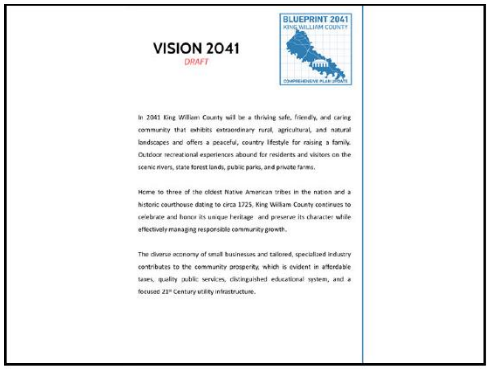
23

Minutes Attachment C

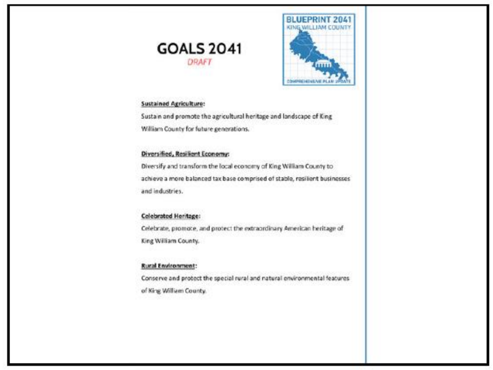
AGENDA ITEM 4.b.

Blueprint 2041
Vision & Goals

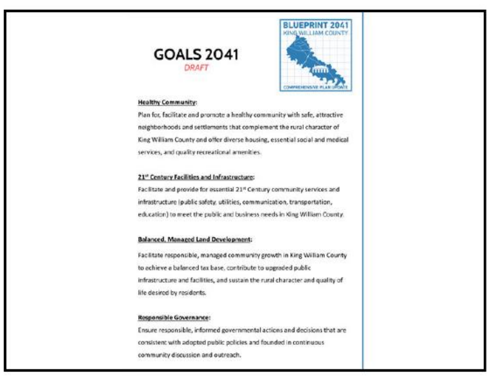
Evelyn Slone, FAICP
Director of Planning (Retired), Hill Studio


VISION 2041
DRAFT
BLUEPRINT 2041
KING WILLIAM COUNTY
COMPREHENSIVE PLAN UPDATE
In 2041 King William County will be a thriving safe, friendly, and caring community that exhibits extraordinary rural, agricultural, and natural landscapes and offers a peaceful, country lifestyle for raising a family. Outdoor recreational experiences abound for residents and visitors on the scenic rivers, state forest lands, public parks, and private farms.
Home to three of the oldest Native American tribes in the nation and a historic courthouse dating to circa 1725, King William County continues to celebrate and honor its unique heritage and preserve its character while effectively managing responsible community growth.
The diverse economy of small businesses and tailored, specialized industry contributes to the community prosperity, which is evident in affordable taxes, quality public services, distinguished educational system, and a focused 21st Century utility infrastructure.

1


GOALS 2041
DRAFT
BLUEPRINT 2041
KING WILLIAM COUNTY
COMPREHENSIVE PLAN UPDATE
Sustained Agriculture:
Sustain and promote the agricultural heritage and landscape of King William County for future generations.
Diversified, Resilient Economy:
Diversify and transform the local economy of King William County to achieve a more balanced tax base comprised of stable, resilient businesses and industries.
Celebrated Heritage:
Celebrate, promote, and protect the extraordinary American heritage of King William County.
Rural Environment:
Conserve and protect the special rural and natural environmental features of King William County.

2


GOALS 2041
DRAFT
BLUEPRINT 2041
KING WILLIAM COUNTY
COMPREHENSIVE PLAN UPDATE
Healthy Community:
Plan for, facilitate and promote a healthy community with safe, attractive neighborhoods and settlements that complement the rural character of King William County and offer diverse housing, essential social and medical services, and quality recreational amenities.
21st Century Facilities and Infrastructure:
Facilitate and provide for essential 21st Century community services and infrastructure (public safety, utilities, communication, transportation, education) to meet the public and business needs in King William County.
Balanced, Managed Land Development:
Facilitate responsible, managed community growth in King William County to achieve a balanced tax base, contribute to upgraded public infrastructure and facilities, and sustain the rural character and quality of life desired by residents.
Responsible Governance:
Ensure responsible, informed governmental actions and decisions that are consistent with adopted public policies and founded in continuous community discussion and outreach.

3

AGENDA ITEM 7.a.ii.

Draft Minutes of the July 26, 2021 Regular Meeting

DRAFT MINUTES
KING WILLIAM COUNTY BOARD OF SUPERVISORS
REGULAR MEETING OF JULY 26, 2021

A regular meeting of the Board of Supervisors of King William County, Virginia, was held on the 26th day of July 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

Mr. Charles Piersa of District 2 spoke on behalf of the Farm Bureau. He said there have been instances of broadband wires being installed too low on the poles. He said there was a dairy farmer who lost business because wires were cut and left down on his property. Mr. Piersa also said that Johnsongrass was going to seed and spreading because whoever was supposed to be maintaining the grass along roadways was not doing so. He said it needs to be cut before it goes to seed and sprayed in order to prevent it spreading.

Ms. Crystal Marsden of Aylett spoke regarding the property tax relief application process. She is permanently disabled and said she applied for relief, received it, and was told by former Commissioner of Revenue, Sally Pearson, that she would be sent an affidavit to sign in subsequent years and did not need to reapply each year. She said she never received the affidavit and therefore did not receive the tax relief for the following year. She has spoken with the current Commissioner of Revenue, Karena Funkhouser, and was told she had to apply by the deadline, which had already passed. Ms. Marsden said she should not be penalized because someone at the County did not do what they said they'd do and she would like her account credited. Chairman Moskalski said this issue was on the agenda to be discussed at this meeting.

Mr. Charles Snead of Acquinton said he is a local businessperson and is in favor of the new zoning ordinance update but it does not address general tourism in the County. He said he runs a small camping/lodging business and customers often ask him what there is to do while they are visiting the County and he only knows of a few things to tell them. He expressed concern with the draft ordinance limiting Bed & Breakfasts to five rooms, especially given there are no hotels/motels in the County. He said his neighbors have slandered his business and some of his guests have received physical threats and violence because of intolerance and lack of understanding and acceptance. He said the County needs to be a place where all can prosper.

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. June 14, 2021 Work Session Minutes
   - ii. June 28, 2021 Regular Meeting Minutes
   - iii. February 8, 2021 Amended Joint Work Meeting Minutes
   - iv. February 10, 2021 Amended Special Called Meeting Minutes
   - v. February 22, 2021 Amended Regular Meeting Minutes

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

c. Resolution 21-54 – Appropriating Additional Funding for King William County Public Schools FY21 Cafeteria Fund – Steve Hudgins, Interim County Administrator

Vice Chair Moren moved for approval of the Consent Agenda; motion was 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 21-54

APPROPRIATING ADDITIONAL FUNDING FOR KING WILLIAM COUNTY PUBLIC SCHOOLS FISCAL YEAR 2021 SCHOOL CAFETERIA BUDGETS

WHEREAS, the King William County School Board at the June 15, 2021 School Board meeting amended its nutrition budget to reflect increases in expenses as well as revenue resulting in a net increase in revenue in the amount of $256,288.00; 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 $256,288.00 to the School Cafeteria fund as delineated in the attached School Board budget amendments.

DONE this the 26th day of July 2021.

<u>Agenda Item 8. OLD BUSINESS</u>

<u>8.a. Resolutions 21-55 and 21-56 – Establishing Procedures for Delinquent Applications for Real Property Tax Relief - Karena Funkhouser, Commissioner of the Revenue</u>

Ms. Funkhouser said she had 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, however, she has been unable to locate any procedures.

Ms. Funkhouser presented two different Resolutions for the Board to consider. The first contained very specific procedures, Resolution 21-55. The second was narrow in scope and would allow her to help this citizen, Resolution 21-56.

Supervisor Greenwood said he had also spoken with the citizen, who lives in his district, and agreed she should be helped.

Chairman Moskalski asked if the County Attorney had reviewed either Resolution. Ms. Funkhouser said he had not. Supervisor Garber asked if the Board was able to approve Resolution 21-56 without attorney review. Ms. Funkhouser said this was merely a Resolution, not an Ordinance, and therefore could be revoked or amended by the Board at any time. She said there are no major ramifications if counsel decides something in the proposed resolution should be changed. Chairman Moskalski agreed the scope of the proposed resolutions were within the Board's purview and therefore counsel review was not necessary. Ms. Funkhouser also said this situation does not occur often.

Chairman Moskalski described Resolution 21-55 as a permanent procedure and Resolution 21-56 as a temporary procedure. He said either was acceptable because it referenced the correct State Code.

Supervisor Hodges made a motion to approve Resolution 21-55, thereby negating the proposed Resolution 21-56. The motion was seconded by Supervisor Garber. The Chairman called for any discussion.

Supervisor Hodges asked if the affidavit Ms. Marsden spoke about did in fact exist. Ms. Funkhouser said yes, it was available from the Commissioner of the Revenue's office and online. Supervisor Hodges asked Ms. Funkhouser to speak with Ms. Marsden to make sure she understood what was being done in relation to her situation.

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 21-55
A RESOLUTION ESTABLISHING PROCEDURES FOR DELINQUENT APPLICATIONS FOR REAL PROPERTY TAX RELIEF

WHEREAS, in accordance with §§58.1-3210 – 58.1-3218 of the Code of Virginia, the King William County Board of Supervisors has adopted certain ordinances providing for the application for tax relief from real estate taxes; and

WHEREAS, Sections 70-101 through 70-106 of the King William County Code address the exemption from taxation of real estate owned by and occupied as the sole dwelling of a person not less than 65 years of age and anyone found to be permanently and totally disabled subject to certain income and net combined financial worth criteria; and

WHEREAS, applications for such exemptions are required, by Section 70-104 (4) of the King William County Code, to be submitted by January 1st of each year in which an exemption is sought and in no case shall such application be submitted later than March 1st; and

WHEREAS, Section 70-104.1 of the King William County Code allows applications to be received through June 30th from "first-time applicants and hardship cases, as determined in accordance with procedures established by the Board of Supervisors," but, otherwise, the office of the Commissioner of the Revenue does not have clear authority to modify or waive the March 1st deadline and otherwise accept applications filed after such deadline.

NOW THEREFORE, BE IT RESOLVED that the King William County Board of Supervisors wishes to establish the following procedures authorizing the Commissioner of the Revenue to handle delinquent applications for real property tax relief:

1) An application for relief of taxes received after the March 1st deadline by a renewing applicant shall be accepted through June 30th provided documentation is included explaining the delayed submission.
2) After March 1st, tax relief shall be granted only for the second half of the calendar year.
3) The Commissioner of the Revenue is authorized to adjust such real property tax bills.
4) The applicant may apply to the Board of Supervisors requesting the Board waive any prorated tax due based on a specific hardship or other situation and such requests shall be placed on next available agenda of the Board of Supervisors for consideration.

BE IT FURTHER RESOLVED by the King William County Board of Supervisors this 26th day of July, 2021, that the above-referenced procedures are hereby approved and established for use by the Commissioner of the Revenue.

DONE this 26th day of July, 2021.

Agenda Item 9. NEW BUSINESS

9.a. Commissioner of Revenue Report – Karena L. Funkhouser, Commissioner of Revenue (See Attachment A.)

Ms. Funkhouser said the Commissioner of Revenue office has assessed 88 new dwellings adding $17,977,500 to the real estate tax rolls for the period January through June 2021. This will bring at least an additional $154,606 in real estate tax revenue. She said she will provide the exact amount once they have fully transitioned to the Edmunds software. For the entire year 2020, the County and Town issued 139 certificates of occupancy. If the building pace stays the same for the remainder of the year, the result will be a 25% increase in COs for 2021.

Every spring, the CoR office is required to complete a real estate ratio study for the Virginia Department of Taxation. The study compares the assessed value of real estate to its sales price and that ratio determines the amount of money the State gives the County for its schools. As the period between each general reassessment increases, the ratio decreases, and County schools receive less money from the State. Ms. Funkhouser said she does not know how that funding is calculated and cannot report on how much money is lost. When she submitted the study, she enclosed a letter to Roderick Compton at VA Tax explaining the County's problems with real estate since July 2020 and Mr. Compton allowed the exclusion of 156 new construction sales from the study to help reduce the amount the ratio would decrease. Despite these efforts, the County ratio will still decrease from 79.1% to 67.2% this year, which is the lowest ratio in the entire state.

About one month ago when the auditors were here, Ms. Funkhouser provided an auditor with assessment information on the public service corporations. Railroads are assessed by the Virginia Department of Taxation. Electric, gas and telephone companies are assessed by the State Corporation Commission. After reviewing the assessment for Norfolk Southern Railway Corp, Ms. Funkhouser contacted David Seay at the Virginia Department of Taxation. The property of Norfolk Southern for 2020 is assessed at $5,439,084. The County can only tax the value at 79.1% which is $4,302,316, over $1m less. She confirmed with Mr. Seay the public service corporation values provided by the SCC were already reduced by the County's ratio. Public service corporations in the County had an assessed value of $41,611,243. If the County ratio was 100%, the assessed value would be $52,605,860. Ms. Funkhouser presented a spreadsheet showing how much money the County has lost since the general reassessment was postponed from 2019 (See Attachment A.). She said to keep in mind that one cent on the real estate tax rate generates approximately $152,000 in revenue based just on the County rate, not including the Town of West Point. The loss shown for 2021 was estimated with the assumption the assessed values for the public service corporations remains the same as the previous year. She said real estate is very important to the County and, for the last three fiscal years, real estate taxes accounted for 47% of the County budget on average. She said real estate is not only important as a revenue source, but as a measurement to attract business or residents to the County.

Ms. Funkhouser said if one assumes a 2.5 % annual average increase in real estate values or a 20% increase over the past 8 years and the County's real estate assessments reflected this increase, the County could lower its real estate rate to $0.72. She stressed the importance of hiring a County Administrator with reassessment experience and said the County must have a successful reassessment to take effect on January 1, 2023. She recommended the Board form a committee to create a public relations plan to communicate to the citizens of King William County the importance of the reassessment and that better assessment does not mean higher taxes. Ms. Funkhouser said she had discussed this briefly with the Interim County Administrator and this effort is not something that she can undertake by herself.

Supervisor Garber said the Board had agreed in principle to equalize the tax rate. Ms. Funkhouser said the assessment is now going to be done in eight years rather than in six years due to canceling the last reassessment. Supervisor Garber asked who controls the taxation rate for the railroads and public service corporations. Ms. Funkhouser said the State does.

Vice Chair Moren agreed that a subcommittee should be formed to educate the public. Chairman Moskalski said the Board should start taking steps now to form procedures for such a committee and said this would be on a future work session agenda.

9.b. Resolution 21-62 – Rescinding of Local Emergency due to COVID-19 – Steve Hudgins, Interim County Administrator

Mr. Hudgins said the Governor expired Virginia's state of emergency effective June 30, 2021 and he would like to expire the County's local emergency due to COVID-19.

Vice Chair Moren asked what the ramifications were of doing so, including losing any funding or grant money. Mr. Hudgins said the County had already expended the funds and the only ramification would be to expire certain authorities given to local government.

Vice Chair Moren made a motion to approve Resolution 21-62 rescinding King William County's Local Emergency due to COVID-19. Supervisor Garber seconded. The Chairman called for any discussion. There being none, 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 21-62
KING WILLIAM COUNTY RESCINDING OF LOCAL EMERGENCY DUE TO COVID-19 WHICH WAS DECLARED ON MARCH 18, 2020

WHEREAS, the County Administrator declared a local emergency on March 18, 2020, in accordance with the Code of Virginia § 44-146.1, in response to the imminent threat and danger to public health posed by the novel coronavirus, designated as COVID-19; and

WHEREAS, on March 26, 2020, the Board of Supervisors ratified the Declaration of Local Emergency set on March 18, 2020, by Resolution 20-20; and

WHEREAS, the County has ended its emergency phase in the above-named event and the proclamation of an emergency is no longer needed;

NOW, THEREFORE, BE IT RESOLVED by the King William County Board of Supervisors that as of July 26, 2021, a local emergency no longer exists throughout the County of King William; and

BE IT FURTHER RESOLVED the Board of Supervisors of the County of King William, Virginia rescinds the local emergency as of July 26, 2021.

DONE this the 26th day of July, 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 June 2021, Building Report for June 2021, and Utilities Monthly Activity Report for June 2021.

10.a.ii. The Board was provided a listing of vacant positions on local and regional boards and commissions along with a listing of regional boards/commissions/committees.

10.a.iii. The Board was provided Notice and Description of Shellfish Area Condemnation Number 049-004, Upper York River, Effective August 15, 2021 from the Commonwealth of Virginia Department of Health Division of Shellfish Safety.

There was no presentation or discussion on the Board Information items.

Agenda Item 11. BOARD OF SUPERVISORS' COMMENTS

Supervisor Hodges said we must be expeditious in getting the real estate issues taken care of. He asked if expiring the local emergency would have any effect on procedures within the building or courthouse. Mr. Hudgins said no, all safety precautions would remain in effect.

Supervisor Greenwood said he's glad the delinquent tax relief issue has been dealt with and would help Ms. Marsden. He thanked Ms. Funkhouser for working on this. He noted there were not as many people as usual on Zoom and thanked everyone for coming.

Vice Chair Moren said a letter of intent to apply for the VATI (Virginia Telecommunications Initiative) grant would be sent tomorrow by the Interim County Administrator and said he is looking forward to getting the broadband project going.

Supervisor Garber thanked everyone for coming. With the rescinding of the Local Emergency, he urged people to get vaccinated, if not for themselves then for others. He thanked Mr. Piersa for bringing the broadband wiring installation issues to the Board's attention.

Chairman Moskalski spoke about Project Blossom bringing $182 million to the County from Nestle Purina. He thanked the staff, Vice Chair Moren, and Ms. Funkhouser for their work on the project and said he is excited about it. He said this shows King William County is open for business and is an attractive place in which to do business. He also urged people to get vaccinated and reminded that none of us are indestructible – COVID is still out there.

Agenda Item 12. CLOSED MEETING

a. Motion to Convene Closed Meeting

Supervisor Hodges 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. Motion was seconded by Supervisor Greenwood.

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, seconded by Supervisor Greenwood.

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 26th day of July, 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 26th day of July, 2021.

d. Action on Closed Meeting (if necessary)

Appointments were made as a result of the Closed Meeting as described in Agenda Item 13.

Agenda Item 13. APPOINTMENTS

13.a. Resolution 21-57 – Appointment for Resigned Position on the Economic Development Authority (EDA) Board of Directors

Supervisor Greenwood made a motion to approve Resolution 21-57 appointing W. Brian Hodges to the Economic Development Authority for an unexpired term ending June 30, 2022. Supervisor Garber 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 21-57
APPOINTMENT FOR RESIGNED POSITION ON THE KING WILLIAM COUNTY ECONOMIC DEVELOPMENT AUTHORITY (EDA) BOARD OF DIRECTORS

WHEREAS, Luke Hallman resigned his position on the King William County Economic Development Authority (EDA) Board of Directors effective June 22, 2021 for a term ending on June 30, 2022; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of King William County, Virginia that W. Brian Hodges be appointed to the Economic Development Authority Board of Directors for an unexpired term ending June 30, 2022.

DONE this 26th day of July, 2021.

13.b. Resolution 21-58 - Appointment/Reappointment to the Wetlands Board of Directors (W. Robert Barber, Jr.)

Supervisor Hodges made a motion to approve Resolution 21-58 reappointing W. Robert Barber, Jr. to the Wetlands Board of Directors for a five-year term ending September 30, 2025. Supervisor Greenwood 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 21-58
APPOINTMENT/REAPPOINTMENT TO THE
WETLANDS BOARD OF DIRECTORS

WHEREAS, W. Robert Barber, Jr.'s term on the Wetlands Board of Directors expired September 30, 2020; and

WHEREAS, W. Robert Barber, Jr. has expressed interest in reappointment to the Wetlands Board of Directors; and

WHEREAS, there are currently no others who have expressed interest in appointment to the Wetlands Board of Directors; 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 W. Robert Barber, Jr. be reappointed to the Wetlands Board of Directors for a five-year term ending September 30, 2025.

DONE this 26th day of July, 2021.

13.c. Resolution 21-59 - Appointment/Reappointment to the Wetlands Board of Directors (Bryan Johnson)

Supervisor Greenwood made a motion to approve Resolution 21-59 reappointing Bryan Johnson to the Wetlands Board of Directors for a five-year term ending September 30, 2025. 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 21-59
APPOINTMENT/REAPPOINTMENT TO THE
WETLANDS BOARD OF DIRECTORS

WHEREAS, Bryan Johnson's term on the Wetlands Board of Directors expired September 30, 2020; and

WHEREAS, Bryan Johnson has expressed interest in reappointment to the Wetlands Board of Directors; and

WHEREAS, there are currently no others who have expressed interest in appointment to the Wetlands Board of Directors; 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 Bryan Johnson be reappointed to the Wetlands Board of Directors for a five-year term ending September 30, 2025.

DONE this 26th day of July, 2021.

<u>13.d. Resolution 21-60 - Appointment/Reappointment to the Tri-River Alcohol Safety Action Program (ASAP) Board of Directors</u>

Supervisor Hodges made a motion to approve Resolution 21-60 reappointing William A. Palmer, Jr. for a three-year term ending July 31, 2024. 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 21-60
APPOINTMENT/REAPPOINTMENT TO THE
TRI-RIVER ALCOHOL SAFETY ACTION PROGRAM (ASAP) BOARD OF DIRECTORS

WHEREAS, Rev. William A. Palmer, Jr.'s term on the Tri-River Alcohol Safety Action Program (ASAP) Board of Directors expired July 24, 2021; and

WHEREAS, Rev. Palmer has expressed interest in reappointment to the Tri-River ASAP Board of Directors; and

WHEREAS, there are currently no others who have expressed interest in appointment to the Tri-River ASAP Board of Directors; 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 Rev. William A. Palmer, Jr. be reappointed to the Tri-River ASAP Board of Directors for a three-year term ending July 31, 2024.

DONE this 26th day of July, 2021.

<u>13.e. Resolution 21-61 – Appointment/Reappointment to the Middle Peninsula Planning District Commission Citizen Representative</u>

Supervisor Greenwood made a motion to approve Resolution 21-61R reappointing Otto O. Williams to the Citizen Representative Position on the Middle Peninsula Planning District Commission for a one-year term ending December 31, 2021. Supervisor Hodges 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 21-61R
APPOINTMENT/REAPPOINTMENT TO THE
MIDDLE PENINSULA PLANNING DISTRICT COMMISSION CITIZEN REPRESENTIVE

WHEREAS, Otto O. Williams' term as Citizen Representative on the Middle Peninsula Planning District Commission expired December 31, 2020; and

WHEREAS, Otto O. Williams has expressed interest in reappointment to the Citizen Representative position on the Middle Peninsula Planning District Commission; and

WHEREAS, there are currently no others who have expressed interest in appointment to the Citizen Representative position on the Middle Peninsula Planning District Commission; 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 Otto O. Williams be reappointed to the Citizen Representative position on the Middle Peninsula Planning District Commission for a one-year term ending ~~July~~ December 31, 2021.

DONE this 26th day of July, 2021.

13.f. Resolution 21-63 - Appointment to the Rappahannock Community College Board

Supervisor Greenwood made a motion to appoint Andrea M. Perseghin to the Rappahannock Community College Board for a four-year term ending June 30, 2025. Vice Chair Moren 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 21-63
APPOINTMENT TO THE RAPPAHANNOCK COMMUNITY COLLEGE BOARD

WHEREAS, Kathy H. Morrison's second term as the King William County Representative on the Rappahannock Community College Board expired on June 30, 2021; and

WHEREAS, there is a two-term limit for representatives on the Rappahannock Community College Board; and

WHEREAS, those who have expressed interest in appointment to the Rappahannock Community College Board include Andrea M. Perseghin; and

WHEREAS, the Board of Supervisors now desires to make an appointment to the King William County Representative position on the Rappahannock Community College Board;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of King William County, Virginia that Andrea M. Perseghin be appointed to the King William County Representative position on the Rappahannock Community College Board for a four-year term ending June 30, 2025.

DONE this 26th day of July, 2021.

Agenda Item 14. ADJOURN OR RECESS

Supervisor Greenwood made a motion to adjourn the meeting; 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

COPY TESTE:

Travis J. Moskalski, Chairman
Board of Supervisors

Christine H. Branch
Deputy Clerk to the Board of Supervisors

ATTACHMENT A
HANDOUT FROM COMMISSIONER OF REVENUE REPORT
Karena L. Funkhouser, Commissioner of Revenue

NORFOLK SOUTHERN RAILWAY COMPANY

COUNTY	ROADWAY AND TRACK	OPERATING IMPROVEMENTS	TELEPHONE, POWER AND WATER LINES	MACHINERY, FURNITURE & OTHER EQUIP.	MATERIALS AND SUPPLIES	TOTAL EXCLUDING LAND	2020 LOCAL RATIO	TOTAL ASSESSED EXCL. LAND	OPERATING LAND	TOTAL ASSESSED VALUE
KING WILLIAM:	4,196,822	0	0	3,925	0	4,200,747		3,322,791	256,700	3,579,491
West Point, Town of	1,234,277	3,625	0	435	0	1,238,337	*	979,525	686,300	1,665,825
TOTAL KING WILLIAM COUNTY	5,431,099	3,625	0	4,360	0	5,439,084	79.1	4,302,316	943,000	5,245,316
MECKLENBURG:	138,970	500		0	0	139,470	93.2	129,986	4,100	134,086
NELSON:	9,781,173	2,493,798	0	5,753	0	12,280,724	98.0	12,035,110	486,700	12,521,810
NEW KENT:	4,276,755	0	0	3,506	0	4,280,261	96.8	4,143,293	315,500	4,458,793
NOTTOWAY:	3,465,543	2,320	17,565	2,752	0	3,488,180		2,905,654	93,300	2,998,954
Burkeville, Town of	460,894	1,500	3,272	318	0	465,984		388,165	117,950	506,115
TOTAL NOTTOWAY COUNTY	3,926,437	3,820	20,837	3,070	0	3,954,164	83.3	3,293,819	211,250	3,505,069
ORANGE:	9,327,349	2,107,109	0	5,089	0	11,439,547		10,970,526	625,700	11,596,226
Orange, Town of	1,009,132	201,326	0	1,715	0	1,212,173		1,162,474	460,500	1,622,974
TOTAL ORANGE COUNTY	10,336,481	2,308,435	0	6,804	0	12,651,720	95.9	12,133,000	1,086,200	13,219,200
PITTSYLVANIA:	18,356,804	4,327,865	37,760	169,588	0	22,892,017		22,411,285	818,500	23,229,785
Chatham, Town of	1,044,766	201,858	0	444	0	1,247,068		1,220,880	81,500	1,302,380
Gretna, Town of	490,028	120,698	0	322	0	611,048		598,216	113,900	712,116
Hurt, Town of	1,173,900	199,086	0	322	0	1,373,308		1,344,469	79,900	1,424,369
TOTAL PITTSYLVANIA COUNTY	21,065,498	4,849,507	37,760	170,676	0	26,123,441	97.9	25,574,850	1,093,800	26,668,650
POWHATAN:	2,293,097	0	12,200	1,813	0	2,307,110	97.0	2,237,897	183,500	2,421,397
PRINCE WILLIAM:	5,131	0	0	0	0	5,131		4,782	0	4,782
Buckhall Fire District	210,949	44,696	0	107	0	255,752		238,361	42,000	280,361
Gainesville Fire Dist.	3,313,888	0	0	0	0	3,313,888		3,088,544	1,704,800	4,793,344
Nokesville Fire Dist.	2,313,593	619,184	0	6,477	0	2,939,254		2,739,385	475,500	3,214,885
Stonewall Jackson Dist.	235,322	0	0	0	0	235,322		219,320	52,000	271,320
Wellington Fire Dist.	1,177,321	187,832	0	743	0	1,365,896		1,273,015	610,000	1,883,015
Yorkshire Fire District	182,442	87,054	0	0	0	269,496		251,170	71,500	322,670
Haymarket, Town of	317,278	0	0	216	0	317,494		295,904	118,500	414,404
TOTAL PRINCE WILLIAM COUNTY	7,755,924	938,766	0	7,543	0	8,702,233	93.2	8,110,481	3,074,300	11,184,781

STATE CORPORATION COMMISSION
TAXABLE VALUES OF PUBLIC SERVICE CORPORATIONS FOR TAX YEAR 2020

SUMMARY SHOWING TOTAL ASSESSED VALUE OF INDIVIDUAL COMPANIES
IN EACH CITY, COUNTY OR TOWN AND DISTRICT

		Assessed Value Land and Improvements	Assessed Value All Other Property except Vehicles	Assessed Value Automobiles and Trucks	Total Assessed Value
KING WILLIAM COUNTY					
ALL DISTRICTS					
Aqua Virginia, Inc.	5230	234,541	440,331	0	674,872
Cellco Partnership	6601	1,298,163	609,047	0	1,907,210
Fusion Connect LLC	6901	0	737	0	737
Lumos Networks Inc.	6039	0	174,257	0	174,257
MCI Communications Services, Inc.	6072	0	6,745	0	6,745
MCI Metro Access Trans. Services of Va. Inc.	6006	0	3,708	0	3,708
New Cingular Wireless PCS, LLC	6244	832,919	397,855	0	1,230,774
Rappahannock Electric Cooperative	3090	108,000	12,850,991	46,823	13,005,814
Sprintcom, Inc.	6294	276,489	218,428	0	494,917
Sydnor Utilities, Inc.	5464	31,482	184,405	0	215,887
T-Mobile License, LLC	6691	0	152,108	0	152,108
Verizon South Inc.	6045	200,923	2,493,931	0	2,694,854
Verizon Virginia LLC	6030	0	444,425	0	444,425
Virginia Electric and Power Company	3105	11,200*	20,251,478*	0	20,262,678
*Certified Pollution Control Equipment and Facilities (not included in totals):		1,663,310	20,601,287		
Virginia Natural Gas, Inc.	4065	0	245,917	0	245,917
Virginia-American Water Company	5520	38,083	58,257	0	96,340
Total ALL DISTRICTS		3,031,800	38,532,620	46,823	41,611,243
WEST POINT, TOWN OF					
Cellco Partnership	6601	191,537	176,862	0	368,399
MCI Communications Services, Inc.	6072	0	1,391	0	1,391
MCI Metro Access Trans. Services of Va. Inc.	6006	0	568	0	568
New Cingular Wireless PCS, LLC	6244	168,928	67,155	0	236,083
Sprintcom, Inc.	6294	98,189	141,514	0	239,703

Report Date: 6/8/2021 Page 1

TAX YEAR	TAX RATE	REAL ESTATE RATIO	ASSESSED VALUE PUBLIC SERVICE	TAX RECEIVED	100% VALUE	TAX RECEIVED IF 100% VALUE	LOST REVENUE
2023							
2022							
2021	0.86	67.20%	$ 38,225,750.00	$ 328,741.00	$ 56,883,558.00	$ 489,199.00	$ 160,458.00
2020	0.86	79.10%	$ 44,994,895.00	$ 386,956.00	$ 56,883,558.00	$ 489,199.00	$ 102,243.00
2019	0.86	82.30%	$ 39,563,822.00	$ 340,241.00	$ 48,072,687.00	$ 413,425.00	$ 73,184.00
2018		88.30%					
2017		94.80%					
2016		97%					
2015		100%					

KING WILLIAM COUNTY
FY 2022 APPROVED BUDGET
GENERAL FUND REVENUES SUMMARY

REVENUE CATEOGRY	FY 2020 REVENUE ACTUAL AMOUNT	FY 2021 REVENUE BUDGET	FY 2022 REVENUE PROJECTED AMOUNT
Real Property Taxes (includes Mines&Minerals)	$ 12,263,284.00	$ 12,586,444.00	$ 12,958,929
Public Service Corp. Tax (All funds generally received by Dec)	$ 402,654.00	$ 329,350.00	$ 397,200
Personal Property Tax	$ 3,730,983.00	$ 4,190,987.00	$ 4,919,977
Machinery & Tools Tax	$ 1,893,476.00	$ 1,955,791.00	$ 2,113,235
P & I on Taxes	$ 325,380.00	$ 299,362.00	$ 314,000
Local Sales Taxes	$ 1,582,699.00	$ 1,136,170.00	$ 1,571,468
Consumer's Utility Tax	$ 263,549.00	$ 220,000.00	$ 220,000
Utility Gross Receipts	$ 49,716.00	$ 50,000.00	$ 45,000
BPOL Tax	$ 420,385.00	$ 372,500.00	$ 420,000
Motor Vehicle License Tax	$ 432,214.00	$ 425,000.00	$ 425,000
Bank Stock Tax	$ 134,929.00	$ 104,000.00	$ 120,000
Recordation & Wills Tax	$ 290,488.00	$ 226,000.00	$ 250,000
Tax on Games of Skill	$ -	$ -	$ -
Meals Tax	$ 426,402.00	$ 225,000.00	$ 400,000
Animal Licenses	$ 5,178.00	$ 5,000.00	$ 5,000
Land Use Fees	$ 41,829.00	$ 29,500.00	$ 30,000
Transfer Fees	$ 707.00	$ 500.00	$ 700
Permit & Other Licenses	$ 368,239.00	$ 334,000.00	$ 350,000
Fines & Forfeitures	$ 62,505.00	$ 75,000.00	$ 72,500
Rev. From the Use of Money	$ 113,708.00	$ 105,500.00	$ 110,000
Rev. From the Use of Property	$ 68,686.00	$ 60,000.00	$ 69,370
Court Costs	$ 3,902.00	$ 5,200.00	$ 4,500
Commonwealth Atty Fees	$ 1,167.00	$ 1,500.00	$ 1,500
Charges for Law Enforcement	$ 316.00	$ 300.00	$ 300
Charges Comm. Dev.	$ 479.00	$ 1,000.00	$ 1,000
Local Rev. Agreements	$ 4,420.00	$ 3,500.00	$ 4,928
Other- Misc	$ (22,992.00)	$ 7,000.00	$ 4,100
Recovered Costs	$ 60,538.00	$ 52,945.00	$ 47,379
Non-Categorical Aid	$ 1,536,552.00	$ 1,534,631.00	$ 1,535,706
Constitutional Officers & GR	$ 1,348,799.00	$ 1,370,885.00	$ 1,404,157
Other Categorical Aid	$ 164,791.00	$ 213,476.00	$ 121,500
Federal Aid-Public Safety	$ 45,997.00	$ 65,500.00	$ 65,500
Use of Unassigned General Fund	$ 45,997.00	$ 65,500.00	$ 135,000
TOTAL	$ 26,066,977.00	$ 26,051,541.00	$ 28,117,949
	47%	48%	46%

KING WILLIAM COUNTY
FY2022 REVENUES BUDGET

2021 REAL ESTATE TAX RATES

COUNTY	TAX RATE
KING WILLIAM	0.86
HANOVER	0.81
KING AND QUEEN	0.53
CAROLINE	0.77
MIDDLESEX	0.62
NEW KENT	0.79

AGENDA ITEM 7.a.iii.

Draft Minutes of the April 16, 2021 Daylong Budget Session

DRAFT MINUTES
KING WILLIAM COUNTY BOARD OF SUPERVISORS
DAYLONG BUDGET SESSION OF APRIL 16, 2021

A daylong work session of the Board of Supervisors of King William County, Virginia, was held on the 16th day of April 2021, beginning at 9:00 a.m. in the Board Meeting Room of the County Administration Building and via Zoom.

CALL TO ORDER

Chairman Moskalski called the meeting to order.

ROLL CALL

The members were polled:

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

REVIEW AND ADOPTION OF MEETING AGENDA

Supervisor Hodges moved for the adoption of the agenda for this meeting as presented by the County Administrator; motion was seconded by Vice Chair Moren.

The members were polled:

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

FY2021 COUNTY OPERATING BUDGET REVIEW AND ADJUSTMENTS

King William County Public Schools

King William County Public Schools (KWCPS) Superintendent, Dr. David White, presented the schools mission and vision, instructional environments and impacts to staff, increase in technology use, expenditures, and budget challenges. He also discussed the funding cut from FY20-FY21 by $462,359. This year they are showing a shortfall of $762,703; 57% teacher/staff raises, 7% instructional costs, and 36% for technology. They also seek grant funding.

Dr. White said the school stayed true to their Vision & Mission during the pandemic and offered both hybrid and 100% distance learning. Chromebooks were purchased for students and they used Google Classroom and other software. They were able to use CARE funds for these purchases and for additional ITRT's who were instrumental for distance learning. He said that although they were understaffed, all met the challenge including Counselors, HR, Finance, Admin & Tech Support (quadrupled their hours), Transportation, Facilities & Maintenance, and Food Services who delivered over 225,000 by year-end. All staff worked overtime.

They anticipate that not all students will return to face-to-face learning and about 15% will continue distance learning.

Dr. White said KWCPS needs additional financial support for updating maintenance, remaining competitive on teacher salaries, and capital expenses. For SOQ positions, KWCPS must pay 5% in order to access state funding. He said the schools lost revenue due to the county losing revenue. He is expecting a shortfall of $762,703.

He said the schools receive about $1 million annually in grant funding in the form of audited reimbursements. Supervisor Greenwood asked about the specific amount of grant funding. Staci Longest, KWCPS Director of Finance, said some grants are allocated to very specific needs and they usually require the return of any funds not used for those specific needs.

Among the schools immediate capital needs is a scissor lift. Supervisor Hodges asked what they are using currently. Dr. White said they one they have doesn't meet safety standards for the middle and high school. The existing one will be moved to other schools for smaller jobs.

Vice Chair Moren asked about the Composite Index which addresses localities' ability to pay. Dr. White said it is reevaluated every two years – they are in the 2nd year now. Vice Chair Moren asked if KWCPS gets all they apply for in reimbursements. Ms. Longest said they averaged $800,000 to $1 million and they have seen an increase in schools looking for grants for specific items. It is reported by the school as grant revenue and allocated appropriately based on reimbursement, not on the full grant amount.

Supervisor Greenwood asked what the grant funding to match is for FY21. Ms. Longest said it depends on what they get from other entities and that is reviewed on July 1st annually. She estimated it to be about $1 million.

Supervisor Garber asked what amount the schools need in order to give raises. Ms. Longest said the state's portion is $445,000. Supervisor Garber asked for the total amount of teacher payroll. Ms. Longest said she would send that information to the Interim County Administrator, Steve Hudgins. Supervisor Garber said the salary increases also affect the benefit amounts and he'd like to know that as well. Ms. Longest said the state pays about 50%.

Supervisor Hodges questioned the total buses including aged buses. Dr. White said they had 28 aged buses and about 22 in good shape. They have applied for a grant for additional buses. He said usage has not decreased due to COVID because they are doing double runs in order to social distance, have special cleaning measures in place, and are using the buses for meal distribution.

Vice Chair Moren said Hanover County gave a 4.5% increase for salaries and worked on levels so the overall was 5.3% with compression, with some levels over 7%. Terry Stone, a member of the King William County Board of Education, said KWCPS is asking for an overall increase of 5% across all levels.

Chairman Moskalski questioned compression issues and said he didn't want to leave any state funding on the table. Ms. Longest said they are looking at amending pay scales to eliminate compression.

Supervisor Greenwood asked if the scissor lift could be rented rather than purchased. Ms. Longest said it is impractical to rent because you never know when a light will burn out or a flag or banner will need to be hung or adjusted. She said the usage is consistent and the lift should last at least ten years. Purchasing saves over rental because staff can do the work themselves. This item was not on their previous proposal. They had to replace fire panels over Spring Break. They want to put money into reserve to address such needs in the future.

Supervisor Hodges said the last salary increase was two years ago and it was 5%. He pointed out that the employer contribution to benefits went up last year.

Supervisor Greenwood said the funds were already in the reserves so it's not extra money they're asking for.

Supervisor Garber said COVID funding and usage requirements should be examined and perhaps used for buses. He said there is another round of funding coming. Dr. White said the funding will extend to 2024 and we could possibly receive $1.3 million for the County as a whole. This issue is still developing and the funds would have to be used within specific guidelines.

King William County Sheriff's Office

King William County Sheriff, Jeff Walton, Lieutenant Scott Hamilton, and Captain Mike Hamm presented the Sheriff's Office budget request with increases for personnel and vehicles.

Currently, the County has 20 deputies, 12 on Comp Board and 8 County, plus 2 SRO. Sheriff Walton said he has only received approval for two additional deputies over the past twenty years. He said the department needs to keep up with the increased call volume and types of calls. They also need to staff the courts which is challenging because there is a minimum of four deputies required in the courtroom. During training, he has to take officers off the road and either pay overtime or comp time in order to cover all the shifts. This training is state-required and he does not know if the state is going to fund it. He said just for in-house training done over two days once per year, it costs $3,000 in overtime. This training is required. He said he needs deputies for patrol, court services, and investigators.

Lt. Hamilton said the department's vision for additional staffing is to be able to cover court services and special problems that arise regarding mental health transport. It is required that the officer stay with the citizen during transport for as long as it takes for the person to be admitted for treatment and often requires traveling to multiple places until a bed can be found. Hiring officers for this will eliminate the need to pull them from patrol. He also said arrests can take 6-8 hours during which time an officer cannot take other calls. The department would like to hire staff and increase what duties they're able to perform.

Vice Chair Moren said the situation is not going to get any better because these are state-mandated duties. The Sheriff said the Marcus Bill was passed which was supposed to create a mental health team but that hasn't happened. He said it can take in excess of 12 hours to get a person where they need to go. It is state mandated that the officer cannot leave the citizen until a bed is found and mental health workers are mandated up to eight hours to find a bed.

Sheriff Walton said vehicles are an essential tool to policing. They currently have 2008 model year vehicles which are still in service. Half of the current fleet vehicles have over 120,000 miles on them. He estimates 25,000-35,000 miles are put on a vehicle in a year. They are currently in a situation with some vehicles where they have paid more in maintenance than the cost of the vehicle.

Captain Mike Hamm with Fleet Maintenance said the department is in dire need of several vehicles. He currently has a fleet of 25 vehicles with two spares. Today, there are two vehicles in the shop which leaves them with no spares.

The Sheriff's department proposes the purchase of three Ford Interceptor utility vehicles at a cost of $38,500 each which they would either purchase outright or use the Ford Lease-Purchase plan. For 3 years, the interest is 6.5% and for 4 years, the interest is 5.99%. This does not include the cost of upfitting the vehicle which is another $3,300 per vehicle.

Upfitting can be pulled off existing vehicles where possible. Radios are pulled off but there are no extras at this time. Also, the interior of the new vehicles is different from the old ones so some equipment will not fit.

Vice Chair Moren asked if it were possible to come up with a yearly budget to rotate out vehicles on a scheduled plan. Sheriff Walton said that had been done in the past but stopped. There would be two leases in play each year to continue rolling out stock which is then run until they are no longer serviceable.

Supervisor Greenwood asked if CARES funds could be used for this. Director of Finance, Natasha Joranlien, said yes but there are no CARES funds remaining. Chairman Moskalski said the American Recovery Act is not a done deal yet and couldn't be relied upon.

Supervisor Garber asked if the County funded two new positions last year. Sheriff Walton said no, only one, which brings it to only two County-funded positions added in twenty years.

Supervisor Garber said he was surprised by the high interest rates on the lease plans and asked if it were negotiable. Sheriff Walton said they would look into it and get the best deal possible.

Supervisor Hodges asked why the difference in the telecommunications line item was so great. Sheriff Walton said each radio has to have a service card which accounts for the additional cost.

Chairman Moskalski asked about merit increases and said it didn't look like the budget amount had increased. Sheriff Walton said the figure did not increase much due to turnover and retirements. He is asking for six additional positions and said the Comp Plan hasn't funded extra in the last two years.

Vice Chair Moren said attrition is good right now. Sheriff Walton said there had been a lot of retirements.

King William County Fire & EMS

Fire Chief, Stacy Reaves, said the department had applied for the SAFER grant to get up to 31 additional staff and two ambulances. He said there have been times when all units are out on calls and they've had to call King & Queen and Caroline counties to help. He said the department's service delivery has increased substantially and they need to have enough staff available to take the apparatus to emergency situations.

He said the SAFER grant would cover the majority of staff costs for three years, including benefits. He said this is an opportunity we'll probably never see again. Once the grant ends, the County would have to take over benefits in full.

Chief Reaves said there had been 180 medical calls from January-March and 66 fire calls out of Station One. He said they needed another ambulance in order to have one available for the Courthouse area of the County. They currently have two ambulances and can put a third one on the road almost every day. This is critical to minimize wait times. Currently, the third ambulance is out for major repair and may not be worth fixing. It has 140,000 miles on it and repairs may exceed $8,000 without addressing the motor problems.

The department currently has one working engine and needs another. They would like to lease/purchase a fully stocked engine and one additional ambulance. The cost of both would be covered with revenue recovery.

Chief Reaves made a capital fund request to cover both staffing and the addition of vehicles for Fire & EMS. They need to purchase turn-out gear for new employees hired through the SAFER grant and replace existing damaged gear.

He requested the $30,000 for West Point and Mangohick which was taken away last year and $30,000 for a brush truck which would replace the current FR and brush trucks. The new truck would have extra space available for all services, an increased tank and pump size, and an attached stokes litter for rescue.

The department is looking at grant funding to cover 50% to replace life packs and LUCAS devices. Revenue recovery will cover the amount for the ambulance/engine lines in the budget. Currently, if the engine, which has over 75,000 miles on it, is out for service, there's nothing available except the tanker, which can't carry any equipment. Maintenance is supposed to happen twice per year and while they have service plans for the ambulances and equipment, the truck currently needs over $70,000 in repairs.

Vice Chair Moren asked if the SAFER grant is a reimbursement-type grant and if the employees could be hired a few at a time. Chief Reaves said he would find out about the reimbursement but all employees had to be hired at the same time. These funded positions are for inexperienced, untrained people who will all go to training and become certified firefighters and EMTs.

Vice Chair Moren asked about the increase in LODA for volunteers. Chief Reaves said the County was supposed to pay all LODA and the increase is because West Point and Mangohick were not supposed to be paying part and also because of hiring additional employees.

Chairman Moskalski noted a significant increase in purchased services, utilities, communications, etc. Ms. Joranlien said prior years were offset by revenue recovery but this year that fund (240) is for vehicles so the other categories will go up. Chairman Moskalski asked why there was a decrease in travel and training. Chief Reaves said because they could not attend trainings due to COVID. He said we could lean on amounts from programs funds at this time but it will need to increase in the future. For now, he wants to focus on truck needs.

Chairman Moskalski said there is a historical downtrend in fund 240. Ms. Joranlien said no, they just didn't bill for six months in 2020. When revenue collection was recorded in the past, it was based on what was billed, not on what was paid and received by the County. She said we have a 28% debt collection rate so now the budget figure reflects what we actually expect to receive. In the past, billing was done by Cornerstone and the County wrote off amounts in 2020 and will do so again in 2021. Chief Reaves said they'll probably see sharp turn in that figure as it becomes more realistic; it is increasing, it just doesn't look like it. Chairman Moskalski said he didn't want a situation where people would not call for an ambulance because they're afraid of the cost.

Supervisor Greenwood asked where donations to volunteer fire departments went. Chief Reaves said he didn't know but it was not to the County. Supervisor Greenwood suggested the volunteer departments partner with a big company in the County, similar to how West Rock helps West Point. Chief Reaves said they had tried that in the past but it's hard to get an audience with the money people. He said Purina is fully funding the County's smoke detector program. Chairman Moskalski said it's good to maintain corporate relationships but unrealistic to expect them to fund an engine.

Vice Chair Moren suggested speaking with the local Tribes and seeing if they have access to funding lines which allow them to purchase services at a discounted rate; they may have a lot of resources. Chief Reaves said that is a sensitive environment.

Supervisor Hodges asked if the County had a Chaplain currently. Chief Reaves said David Foster is currently a volunteer but now he can get training and a uniform shirt. He estimates 3-5 years before they get paid on grants.

Supervisor Garber confirmed with Chief Reaves that the SAFER grant would pay the full salary and benefit amounts for all three years. He said as purchased services increase, they could be transferred from account 240 to 100.

Economic Development Authority

EDA Chairman Jay Brown said he is requesting $45,000 from professional services to be used by the EDA to pursue an advanced retail and commercial study to help them identify industries and enterprises to expand or locate in the County. He said the EDA Board wants to better understand the purpose of the EDA and where and how to identify the market character of the County. The EDA is also asking for $15,000 for travel and conferences, and $5,000 for dues. They are eliminating the operating services line item.

Supervisor Greenwood asked what the figures were. EDA Chair Brown said they are requesting $10,000 from admin to expand the current Comprehensive Plan study.

Chairman Moskalski asked who they would use. EDA Chair Brown said probably Hill Group and just expand on their current study. He said this is a one-time study.

EDA Chair Brown said the EDA Board wants to know what mechanisms are available to them to fund economic growth in the County. He said they had no specific idea of the educational opportunities available to them. Chairman Moskalski said he wants the EDA Board to feel confident of their purpose.

Vice Chair Moren asked if they'd met with the Planning Commission to get a solid understanding of the Comprehensive Plan study. EDA Chair Brown said no, they spoke with Hill Studio. EDA Chair Brown said they would like to meet with the Planning Commission and BZA, but they don't have a strong understanding of their purpose.

Vice Chair Moren suggested getting together with one or two members of other committees. EDA Chair Brown said the make-up of the EDA Board is such that members are not available for an all-day conference. He would like the Board of Supervisors to fill the empty spaces on the EDA Board and reminded them that the EDA is staffed with volunteers so they had to be mindful of their time and availability. Vice Chair Moren said they needed to make sure additional volunteers have the availability required.

Supervisor Garber asked if we have active Community Service Applications for the EDA. Supervisor Greenwood said all the current applications need to be gotten together. Chairman Moskalski said it's the Board of Supervisors' duty to fill those positions and to fill them with people who have the maximum opportunity to serve. He reiterated that he wants the EDA to know what they need to do.

EDA Chair Brown said they'd like to do the advanced retail and commercial study in cooperation with the Planning Commission and Board of Supervisors.

Supervisor Hodges asked if the EDA has used their funding in the past. EDA Chair Brown said yes.

Vice Chair Moren asked if the EDA had developed an RFP of what they're expecting from Hill Group. EDA Chair Brown, EDA Vice Chair Meade Rhoads, and Mr. Hudgins will get together to discuss this. Vice Chair Moren asked if someone on the MPPCA might be able to fill a seat on the County's EDA as there is a lot of overlap and it might be helpful to the current EDA Board.

<u>Commonwealth Attorney</u>

Matthew Kite, County Commonwealth Attorney, said he made 839 court appearances in 2020 (420 cases) and is on pace to match or exceed that in 2021. He said his department never shut down for COVID. He said his case load is a little higher which reflects the de-prioritization of things such as jail time. He said marijuana is no longer a high priority and, effective July 1, 2021, legalization will decrease the number of cases.

Mr. Kite said he has three main challenges: 1) Changes to jury trials – coming legislation removes juries from recommending sentences, which is the way things have been done for 200 years, which means the number of jury trials will most likely increase. In 2020, there were zero jury trials because of COVID. There are currently two trials scheduled which are catch-ups from 2020 and three new jury trials have been scheduled so far for 2021. He said the legislation passed does not address time and funding issues which will arise as a result of it. 2) Body cameras – the Sheriff's Department is currently setting up their system. He said the good outweighs the bad and there is public expectation that officers utilize the cameras. He said this places stress and strain on the

Commonwealth Attorney office as they must watch all footage and compare to the written reports for accuracy. He said this is a labor-intensive process and a 2020 state mandate was made to counties to fund one additional prosecutor for up to every 75 body cameras. 3) Additional staff needed - there is a need for an Information Management staff in order to follow this new mandate as the footage and reports have information which needs to be redacted, such as victim and witness identifiable information. His budget request therefore includes an additional part-time position for an Information Management Specialist.

Supervisor Hodges asked if that position is what accounted for the 21% increase in salaries. Mr. Kite said yes, it's for clerical staff ($16.50 per hour x 29 hours/week x 52 weeks). He said the Comp Board pays for the Commonwealth Attorney and the other department employees are supplemented by the County. There is a $35,000 grant which funds the Deputy Commonwealth Attorney only. The County's share for the other positions is 50% and the County has a 5% raise in the budget for everyone.

Supervisor Garber asked if fentanyl and heroin use was rising in the County. Mr. Kite said it is persistent but not really on the rise. He said it is an insidious thing and he believes the majority of the supply is coming from outside the County.

Vice Chair Moren asked if Mr. Kite had an idea of how the legalization of marijuana will affect other crimes in the County. Mr. Kite said he has seen rises in DUID in other places where it's been legalized but is not sure that will happen in the County. He said he believes there has been a rise in the number of arrests made, not necessarily a rise in the instances of occurrence, because law enforcement is more in tune. Vice Chair Moren asked if there was any way to detect usage. Mr. Kite said no, blood tests are not reliable and the Legislature is still working on a reliable detection test.

Director of Planning

Sherry Graham, Interim Planning Director, said the Planning & Zoning Department currently had two staff members, herself and a secretary. There used to be two additional staff members but those positions are currently vacant. They are temporarily subcontracting some work to the Berkeley Group (2 days per week) but that's not enough to keep up with the workload. They are charging for inspections in order to recoup some of that expense. She said it is hard to address citizen complaints and needs without staff. She said maintenance and zoning have lapsed due to not having staff. Her budget request is currently for three full-time staff but she'd prefer it to be four. She doesn't know which position she will be able to cut in order to get down to three. She said she could cut from the Professional Services line item since the draft ordinance the Berkeley Group is working on will be complete by fall. She said Hill Studio's work on the Comprehensive Plan should be complete by January 2022. Bowman does the County's stormwater review so they cannot be cut because the County is not certified to do that. She said the Travel & Conferences line item is for staff training and certification and organizational memberships. She said the training can be expensive. She said the Code books were also getting ready to change so they'll need to purchase new ones. This falls under Purchased Services along with some contracting and training.

She said her proposed budget does not include her need for additional staff nor necessary recertifications, which are about $2,712 but the budget was cut to $1,300. Chairman Moskalski said to bump that line item up to $2,750. There is $1,400 for contract labor – an Interim Zoning Administrator and ENS inspector through Berkeley at $75-$165/hour. Berkeley has not yet provided that person. Initially, that person was supposed to eventually become a full-time County employee.

Supervisor Greenwood asked if we could hire someone ourselves. Ms. Graham said we cannot until the contract with Berkeley expires. Mr. Hudgins said the current proposed budget assumes staying with Berkeley but their amount is higher than what we'd pay if we hired someone so we can do that. He believes Berkeley's contract expires in July.

Vice Chair Moren asked about quality control. Mr. Hudgins said the first person Berkeley sent was not qualified and, when they sent someone who was qualified, they raised the rate. The second person had to go back out to redo what the first person did incorrectly.

Supervisor Greenwood asked if there was a current staff person who could move to that position, then hire a clerical person who would be less expensive.

Parks and Recreation

Kayla Huffman, Parks and Recreation Manager, said the department currently has three full-time staff – the Manager, Assistant Manager, and Recreation Manager, and one part-time Recreation Assistant who works 29 hours per week. In addition, there are ten part-time program people and ten instructors. Ms. Huffman recapped some of the activities the department offers – Summer Sneakers (50 participants), after-school program and soccer league in August, music, movies and the Reindeer Run. She said the 360 Complex has been a great addition to the department.

For FY22, the department is requesting an increase for professional services which funds the recent addition to the website allowing people to register and pay Parks & Rec directly online. There are program increases in Youth Sports and other programs and an increase to Miscellaneous Expenses which includes advertising, supplies, and community center staffing. Ms. Huffman said other line items have decreased because their program fees cover some of the expense and she also found that some items were over-budgeted.

Vice Chair Moren suggested they look into non-appropriated funds and asked if the department can become self-sufficient over time which would put the price on the citizens using the services and not on the County.

Chairman Moskalski said the department's budget has been growing toward self-sufficiency.

As they were ahead of schedule, Chairman Moskalski did a quick review saying they needed to get a timeline from the Berkeley Group and needed to talk more about schools.

West Point Fire and Rescue

Fire Chief, Stacy Reaves, presented on behalf of West Point Chief Bartos. Chief Reaves said West Point Fire & Rescue has existed for 117 years. They strive to provide 24/7 support. They are not requesting any change in their Operating Budget allocation from the County. Chief Reaves suggested putting CIP back into their budget for $30,000 to offset the cost of a new ambulance. They currently have a 2012 International Telstar which is failing and has been discontinued due to failure issues. The projected cost is $250,000.

Vice Chair Moren noted West Point Fire & Rescue has $2.2 million in a savings account.

Supervisor Garber said that seems like a large sum of money.

Vice Chair Moren said he'd rather use the County's money to help the schools and asked at what point does the County have to continue paying West Point to cover District 2. He asked why the County continues to give so much money to West Point.

Chief Reaves said the County will still need mutual aid from the Town, even with the additions to the County's staff. He said the Town is called when the County is unable to respond due to being already out on calls. He said he cannot answer some of the Board's questions.

Chairman Moskalski said the County increased what was given to the Town when we went from a volunteer department to a paid department. He said the amount given to the Town was last assessed two years ago.

Supervisor Hodges said the same amount was offered to Mangohick to add paid staff at the time but they turned it down.

Vice Chair Moren asked why there wasn't a representative present from West Point Fire & Rescue. Chief Reaves said they were working. Vice Chair Moren said this meeting has been scheduled for two months or more and felt they should have arranged to attend.

Supervisor Garber asked if the amount given to West Point was increased when Station One went to paid staff. Chief Reaves said yes. He said we can't go backwards now.

Chairman Moskalski said the costs are very high to add another station in the Courthouse area as opposed to having Station One and Mangohick cover outside their area.

Vice Chair Moren asked how it would affect the county four years down the road if West Point were to go to 100% paid staff.

Chairman Moskalski said West Point runs with part-time people pulled from other localities.

Supervisor Garber asked how much of their funding comes from the Town. Supervisor Hodges said he didn't know. Vice Chair Moren said West Point Fire & Rescue has $2.2 million in a savings account per their 990.

Chief Reaves said he would pass the Board's concerns on to West Point's Fire Chief.

Vice Chair Moren asked if the County has a 5-, 10-, and 15-year plan for Fire & EMS. Chief Reaves said he has begun working on one but it's in its infancy. Vice Chair Moren said the department needed a long-range strategic plan. Chairman Moskalski said there's been a different plan every year since 2013 because of the turnover in the Fire Chief position. He said the department started with volunteers, then contractors, to now having full-time responsibilities for the last two years or less. Chief Reaves said there are a lot of options to consider. Vice Chair Moren asked if there is a timeline for having a plan in place. Chief Reaves said no, the plan is still in its infancy and is not yet detailed.

Supervisor Garber said there was talk two Chiefs ago of having a satellite station on Dunluce.

Vice Chair Moren said the Pamunkey Tribe had talked about developing one on the reservation. He said it would solve a lot of problems and possible attract VDOT to consider improving those roads.

Chairman Moskalski said the situation is ever evolving. He said there are enough deficiencies at Station One, such as staffing and reliable equipment, that talking of expanding is putting the cart before the horse. He said West Point provides enough level of service now to help with those deficiencies and noted West Point covers a lot of his area.

Vice Chair Moren said District 5 does not have enough support. Supervisor Hodges said Mangohick was offered staffing funds from the County and refused them.

Supervisor Garber asked if there was animosity. Chairman Moskalski said no, at the time Mangohick felt they didn't have the infrastructure to be able to handle HR. He said HR is a lot of work and a lot to deal with. Chief Reaves said throwing money at it doesn't help solve those problems.

Chairman Moskalski said we need to focus resources there in such a way as to improve their service rather than taking those resources away from someone else.

Vice Chair Moren said the problem would never be fixed without a long-range plan. Chief Reaves said they are working on it while trying to accomplish today's goals as well.

Mr. Hudgins said West Point received $130,000 plus $20,000 in capital from the Town.

At this time, the session was ahead of schedule and representatives from Mangohick Volunteer Fire & Rescue were not present. Since a representative from Walkerton Volunteer Fire Department was in attendance, Walkerton presented next.

Walkerton Volunteer Fire Department

Robbie Coleman, former Fire Chief for Walkerton, said the current Fire Chief, his son Jason Coleman, had planned to be there to address the Board but was tied up with a call in Chesterfield, where he works as a full-time firefighter and Captain. He said Walkerton has provided volunteer services to King William and King & Queen counties since 1954, serving the central areas of each and working with career staff in both counties. He said Walkerton's volunteer numbers have been dwindling but the volunteers they do have are well trained and certified. They have FF1, FF2, and Hazmat certifications. In 2020, they responded to 88 emergency calls in King William County which represented 59% of their total calls. He said fundraising has been impacted by COVID but the department is very frugal with their money and uses it in the most impactful ways. In October 2019 Walkerton purchased a new fire engine for $490,000 which carries six people. They have just ordered a new tanker for $580,000 which they are expecting to arrive in August/September 2021. It will hold 2,500 gallons of water, four firefighters, and a full complement of emergency extraction equipment. It also has a pump so it can operate as an engine. The new tanker offers increased safety for personnel. They are focusing on having one engine, one tanker, one brush truck, and one emergency response vehicle. They are selling the two tankers they currently have and that will fund 50% of the new tanker.

Mr. Coleman said Walkerton is glad to continue providing volunteer services to King William County and is asking for the same funding as last year. He said they enjoy having the County's career staff to assist them and there is no conflict between the volunteers and staff.

Supervisor Garber asked how much funding King & Queen County provided. Mr. Coleman said they provide $22,000 plus they pay for all Walkerton's insurance including the trucks, people, and building. He doesn't know how much that would cost them if they had to pay it themselves. Supervisor Garber asked how many stations King & Queen has. Mr. Coleman said four.

Mangohick Volunteer Fire and Rescue

Melissa Yopp and Chief Warren Haley spoke on behalf of Mangohick Volunteer Fire & Rescue. They said they are requesting level funding. They saw decreases to their operational costs, uniforms, educational supplies, and EMS revenue. There was an increase in repair and maintenance to their building, office supplies, fuel, and communication equipment.

Ms. Yopp said they are seeing an influx of volunteers. Their fundraising decreased due to COVID. They had an accident with their engine and it needs to be replaced. They need an extension to their building and are looking at available USDA loans and grants. The extension would be a sort of garage for the ambulance with electrical hookups but no plumbing.

She said the department has members who are certified instructors but COVID shut down classes. They would like to offer CPR training to the community.

Vice Chair Moren asked where they saw themselves in five years. Chief Haley said he saw them still working hard and providing services. Vice Chair Moren asked if they were thinking about adding paid staff. Ms. Yopp said not within five years.

Supervisor Greenwood asked if they would be willing to join the County in providing paid staffing. Ms. Yopp said they would have to survey their membership as the department is owned by the membership.

Supervisor Garber asked if there are calls they can't currently cover. Ms. Yopp said yes. Supervisor Garber asked if they were open to having paid part-time staff to fill the gaps. Ms. Yopp said they would have to ask their membership. Supervisor Garber said he thought they needed to have that conversation.

Chairman Moskalski said he appreciated all they do and is glad to hear their volunteer hours are rising and they have a good relationship with Chief Reaves. He said to let the Board know if they had any needs or ways the County could help them.

Supervisor Hodges said he appreciated all they do, especially with ambulance and EMS support. Chief Haley said they have an engine and ambulance crew on Saturday nights. Ms. Yopp said they are a great crew.

Vice Chair Moren said he appreciated the level of detail given to the Board in their report. Ms. Yopp said the community support and fundraising is wonderful.

Supervisor Greenwood thanked them and said the service they've provided to the County in the last year was extraordinary.

At this time, the session was ahead of schedule and a ten minute recess was called. The session was still ahead of schedule so the Department of Social Services discussion was held until they arrived.

Reviews with County Administrator and Finance

Regional Animal Shelter (RAS)

Mr. Hudgins said RAS was asking for level funding and although there was a 12% increase in expenses, revenues were also up and leveled their budget.

Supervisor Greenwood asked if the 115% increase in FY21 was because of the large volume animal capture incident. Mr. Hudgins said yes.

Supervisor Hodges asked the County's portion of the RAS budget. Ms. Joranlien said $159,474. She said King & Queen County pays half of the total budget plus an administrative fee.

Judicial Administration and Public Safety

Supervisor Hodges asked if the reimbursement from the Comp Board was included in the budgeted amount for the Commonwealth Attorney. Ms. Joranlien said yes, the County could expect to see an approximately 5% increase and that is what was included in the revenue line item. She said there is no surplus, the revenue increase offsets the expense items.

i. **County Court System**
Ms. Joranlien said she developed this budget off what's historically been spent. She said the jury expenses may need to increase as COVID restrictions ease. Supervisor Hodges said there is a cost of $30 per day per juror. Ms. Joranlien said she'd ask Patricia Norman, Clerk of Circuit Court, what percentage of that the state will reimburse. She said the jury expense will need to be increased also because of the backlog of cases due to COVID which are now being heard and the increase of people requesting jury trials.

For General District Court and Juvenile Domestic Relations Court (JDR), Ms. Joranlien said the budget requests come directly from them. Supervisor Hodges asked if the Comp Board paid anything towards the JDR clerks. Ms. Joranlien said the County does not pay anything toward JDR or General District Court salaries.

ii. **Clerk of the Circuit Court**
The budget request for Circuit Court came directly from Ms. Norman. The Comp Board reimburses her for some professional services so that line item has been reduced. Ms. Norman utilizes the Comp Board for everything she can.

iii. **Corrections and Detention**
Chairman Moskalski asked where the County is now on this budget item. Mr. Hudgins said we are currently over and a budget amendment for the current year has already been submitted.

Vice Chair Moren asked where the difference is made up. Mr. Hudgins said contingency funds are used first. Vice Chair Moren asked why this item is growing so much as compared to County growth. Chairman Moskalski said it depends on the total population of the Center. He said the County's cost share is calculated based on the percentage of County inmates which make up the total population of the center. He said a probable factor is that King William County has a greater overall population as compared to the other counties participating. He said Gloucester had recently opened their own center.

Supervisor Hodges said Superintendent, Timothy P. Doss, made a lot of energy saving changes to reduce costs.

Sheriff Walton said he didn't know what to expect with the new laws coming in. He said Mr. Doss knows best how to project what expenses may be.

Department of Social Services

Letecia Loadholt, Director of Social Services, said she has reviewed past department budgets and found that they have had to come back and ask for additional funding over the past few years. She attributes this to not taking advantage of state funding as much as they could. She explained that state funding allocated them a certain dollar amount each fiscal year. The state reimburses at 84.5% and the County's portion is 15.5%. When they run out of state allocated dollars, they apply for pass-through funding which is 65% from the County and 35% from the state. In the past three years, DSS has been running pass-through and state funding together. She said typically Social Services agencies run all state funding first, then use pass-through funding. She used this model in her FY22 request. She said the state is giving a 5% salary increase to Social Services this year through state allocated funding. She said she has been cutting expenses in her department. She has moved the department off the County email system, which entailed a fee, and is now utilizing the state email system which is free. Due to lapsed positions, some staff is coming in at lower salaries. She said that, while it may look higher, the DSS budget request is actually similar to other years since they later had to come back and request additional funding.

Supervisor Garber asked if the $11,000 increase in salaries was the County's portion. Ms. Loadholt said yes. He asked how much additional funding DSS asked for last year. Ms. Loadholt said she didn't know but noted there was a salary adjustment made in 2018. For 2019-2020, DSS projected expenses of $212,466 vs. actual expenses of $324,728. He asked if the proposed budget request reflects actual expenses more accurately. Ms. Loadholt said yes. She said in the past, pass-through was used in conjunction with state funding so it cost the County more.

Ms. Loadholt said the state has awarded them $58,000 through Family First Prevention to secure a prevention worker. The amount includes salary and fringe. She said this also made the budget amount look higher.

Vice Chair Moren asked how this program would keep children out of foster care. Ms. Loadholt said the prevention worker works with the family to help them improve conditions and situations which would in turn allow the child to stay in the home. Vice Chair Moren asked what the department is doing to decrease the need for Social Services in King William County. Ms. Loadholt said they take a proactive approach, such as the Family First Prevention and View Program, which offer a hand-up rather than a hand-out. They seek to provide people with the necessary resources to become self-sufficient so they won't need services in the future.

Supervisor Greenwood noted the department spent over $100,000 more than was budgeted in 2019/2020. Chairman Moskalski said yes, the current budget request should mitigate the need for DSS requesting additional funding later in the fiscal year.

Comprehensive Services Act (CSA)

Ann Porter, CSA Manager, said her budget request was based on FY21. She said she didn't know exactly what to ask for as it's impossible to predict how many children they'll have at any given time. She said the locality pays different match rates based on the type of service provided. She said her goal is to increase community-based services, which has a 19.26% County match rate, and decrease congregate care, which has a 48.16% County match rate. She said it is better for children when they can stay with their families, and it's also less expensive. She said CSA pays foster care maintenance for some children, currently two. She said community-based services in the County have increased, which is good as these are preventative services. She said the highest cost is always Private Day which is state mandated. Non-mandated children and their families receive preventative services when a child is determined to be at risk of being removed from their home.

Ms. Porter said big changes were coming to CSA in 2023 wherein Private Day Special Ed funding will be removed from CSA and brought into the schools. Vice Chair Moren asked how much is spent on Private Day. Ms. Porter said $753, 081. This is where the majority of funds go. She said they are seeing an increase in the number of children with special needs, especially at a younger age. The schools are currently required to provide services through CSA if the child's IEP specifies Private Day. Vice Chair Moren asked if Dr. White was aware of this. Ms. Porter said yes, they know about it.

Supervisor Garber asked if the schools would be reimbursed the same way as CSA. Ms. Porter said she did not know. She said the Legislature is supposed to be working on those details and providing a preliminary plan by 11/2021 and a final plan by 11/2022.

Chairman Moskalski noted the funds could be split between the two school divisions which will cause complications.

Supervisor Moren said there seems to be an overlap between CSA and DSS. Ms. Porter said CSA is separate but some of their expenses are run through DSS for state funding. She said CSA is a county program, not a DSS program. They work together but are separate.

Reviews with County Administrator and Finance (continued)

General Government

i. **Board of Supervisors/County Administration**
   Mr. Hudgins said they are requesting level funding. He said there is the addition of the Deputy County Administrator position. Chairman Moskalski said the County Administrator's salary needed to be adjusted to $135,000.

ii. **Financial Services/Information Technology**
   Mr. Hudgins said a second IT person was added last year. They are keeping that position and adding a 1.5% COLA and 2% merit increase overall.

iii. Legal Services – County Attorney

Mr. Hudgins said he hoped this expense would go down this year and it has already decreased some. Chairman Moskalski asked if staff felt they were receiving a comparable increase in the level of service. Vice Chair Moren asked if the Board or Mr. Hudgins had seen an unsolicited proposal which he received. All said no. Vice Chair Moren said he would provide it. Mr. Hudgins said he would ask the department heads what they felt about the level of service received. Chairman Moskalski asked if staff were happy with Sands Anderson. Mr. Hudgins said they are happier than before but they are not thrilled. Chairman Moskalski said he wants to make sure we're getting a level of service commensurate with what we are paying.

Supervisor Garber asked what the County was paying when Mr. Stuck was County Attorney. Chairman Moskalski said it was $72,000 plus any overage but he didn't think the County ever had an overage.

iv. Commissioner of the Revenue/Assessor

Mr. Hudgins said the budget reflected hiring an Assessor under the COR office with two full-time employees. Chairman Moskalski asked if there was an increase in Comp Board funding. Karena Funkhouser, Commissioner of Revenue, said the Comp Board was funding $5,487 this year. She said the state has said they will pay for one more person at $19,760, which is funded at 50%. Mr. Hudgins said that is not included in the budget because staff is not confident it will actually happen. Ms. Funkhouser said she believed the increase was due to the state raising the minimum wage. She said it was included in the state budget and some of the funding begins May 1st.

Chairman Moskalski asked if 5.5 positions were sufficient for the COR office. Ms. Funkhouser said that was great. She said a part-time person was needed just to do personal property tax because it's overwhelming. Chairman Moskalski asked if she were comfortable with the Assessor coming back under her office. Ms. Funkhouser said she was and that once everything has been corrected and brought up to date, she feels the County should have a separate Assessor's office. She said there are not a lot of companies offering reassessment services and it seemed that those that did exist are moving away from offering those services. Mr. Hudgins said staff had talked with Vision about the possibility of using them to do the new assessment. He did not have a proposal from them yet. He asked if using Vision requires a separate Assessor, that was permissible. He said Vision was excited about the possibility of having Emily Teagle work with them on the project since she already had experience with the reassessment. However, he did not think it would work if Ms. Teagle had to be moved under the COR's office.

Chairman Moskalski, Vice Chair Moren, and Supervisor Hodges said they felt this discussion needed to occur during a Closed Session to discuss personnel issues.

Vice Chair Moren asked if it were possible for Ms. Funkhouser to obtain the certifications the last COR had in order to allow a similar increase in salary. Ms. Funkhouser said yes, she had already begun taking the necessary classes; it is a two-year process.

Supervisor Garber asked about the $250,000 allocated for an Assessor. Mr. Hudgins said it would all be moved under the COR office budget. Ms. Joranlien said she did not include additional employees in the budget. She will refigure based on the $19,750 from the Comp Board.

v. Treasurer

Mr. Hudgins noted the savings reflected was based on the Treasurer's decision not to hire a Chief Deputy. Chairman Moskalski asked if that was a good idea. Mr. Hudgins had no comment.

Supervisor Hodges noted the line item for credit card fees dropped significantly. Ms. Joranlien said last year she had told the former Treasurer, Mr. Whitt, that the fees incurred were greater than the fees the Treasurer was charging, so he changed them and it began to level out. Ms. Joranlien said she sent the ordinance regarding those fees to Ms. Bancroft.

vi. Board of Elections & General Registrar

Mr. Hudgins said funding was based on state recommendations. Supervisor Hodges asked why postal charges increased so drastically – from $2,400 to $11,000. Ms. Joranlien said this was due to the great increase in mail-in ballots being requested.

Mr. Hudgins said the Comp Board was providing more for General Registrar salaries but he did not know how much more.

Vice Chair Moren made a motion to convene in Closed Session in accordance with Section 2.2-3711 (A)(1) of the Code of Virginia to consider a personnel matter involving the interview of a prospective candidate for employment. Supervisor Greenwood seconded. The Chairman called for any discussion.

The members were polled:

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

Chairman Moskalski called the meeting back to open session.

Supervisor Hodges motioned to approve Standing Resolution 1 (SR-1) in accordance with Section 2.2-3712 (D) of the Code of Virginia, 1950, as amended, certifying that the Closed Meeting was conducted in conformity with the requirements of the Virginia Freedom of Information Act; 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, 4th District: C. Stewart Garber, Jr.	Aye
Supervisor, 1st District: William L. Hodges	Aye
Supervisor, 3rd District: Stephen K. Greenwood	Aye
Supervisor, 2nd District: Travis J. Moskalski – Chairman	Aye

Reviews with County Administrator and Finance (continued)

Cultural/Operations

i. **Operations - Building Inspections**
Mr. Hudgins said salaries remain for only two employees and turnover created some savings. He said GIS also moved from the Planning Department to the Building Department. There were no questions from the Board.

ii. **Operations - Utilities Department**
Mr. Hudgins said salaries were down due to turnover and there's been some reallocation along line items due to reclassification of what falls under maintenance and repair. Otherwise, the budget was pretty historical.

Vice Chair Moren asked if the County is locked in with Hampton Roads for wastewater. Mr. Hudgins said yes, it is their system. Chairman Moskalski said the County just turned it over to them. Mr. Hudgins said the only revenue for the County is connection fees and those are kept in a restricted reserve for water/wastewater.

iii. **Operations - General Properties**
Mr. Hudgins said this remained the same. There are still the same maintenance employees, someone dedicated to the park, and in-house custodian staff. There were no questions from the Board.

Capital Requests
In addition to what was already discussed by Fire & EMS and the Sheriff's Department, capital requests include the Motorola Radio Replacement for County Administration. There is a request for $100,000 for parking improvements and paving at the 360 Complex and $8,000 for fencing around the soccer field. Mr. Hudgins said he reduced the new lawnmower price to $6,500 by purchasing a gas mower to give to Maintenance allowing the newer more expensive one the County currently has to go to Parks and then bush hogging the drain fields when needed.

Vice Chair Moren asked why the soccer field is at the 360 Complex rather than at the Park. Mr. Hudgins said that was an unused field and there were no fields available at the park other than the Little League fields. Supervisor Garber said the previous Parks & Rec Manager requested it be at the 360 Complex and the previous County Administrator gave it to them. He said the field at the elementary school used to be used for soccer. Vice Chair Moren said it seemed out of place to have it at the Complex and it incurs a lot of expense for parking, which is already at a premium, and fencing. Chairman Moskalski said there is no room at the Park and they'd have to share fields with Little League. Supervisor Garber said Parks & Rec is not paved either and he doesn't feel paving this lot should be mandatory. Mr. Hudgins said something would have to be done to improve the lot because it's rough now. He said they had also planning on wrapping around the building to create more parking. Vice Chair Moren said he spoke with Mr. Tupponce and he gave permission for them to use the clinic parking spaces after hours. Mr. Hudgins said there weren't many spaces there; Vice Chair Moren said there were about twelve. Supervisor Greenwood said they could use the fields at the schools for soccer and the County doesn't have the money right now for fencing and paving. Mr. Hudgins said there were scheduling issues with using the schools.

Vice Chair Moren said it made sense to move the field. Supervisor Greenwood said they could get someone to donate the fence. He said people like donating to projects such as this and the fence would also provide a method of advertising for the donor. Mr. Hudgins asked if he should cross off paving and fencing. Chairman Moskalski said leave the fencing and some amount for parking lot improvements. He said he didn't want to wind up with a dislocated soccer program that was just getting started because he doesn't think they'll be able to find an alternate field. Supervisor Greenwood said he disagreed with including money for parking improvements; people can park on the grass and the Chief already said they can use the grassy field at Station One for parking. He said he agrees with the fence but not the parking. Vice Chair Moren agreed and said that if the grass is too muddy to park on, the field would also be too muddy to play on. Mr. Hudgins said this is more about the 360 Complex in general, not just soccer. Vice Chair Moren said as programs grow it would be more understandable to improve the lot, but not this year. Supervisor Hodges asked if there were programs for the elderly offered there. Mr. Hudgins said yes, there are seniors' programs. Supervisor Greenwood noted the paving was listed in two places in the proposed budget. Mr. Hudgins said they were planning to use $91,681 from proffers and $2,300 from CIP roll forward. He said there were other projects the proffer money could be utilized for that were currently unfunded. Chairman Moskalski asked what a reasonable amount was. Supervisor Greenwood said $10,000 and he was ok with the fence.

Mr. Hudgins said a 4x4 truck was needed for maintenance projects and noted the number may come down due to utilizing a lease-purchase program.

$25,000 was included to continue building out the IT system.

The well and pump house at the Industrial Park, a utilities program, was still being priced out and is part of the County's master plan. Mr. Hudgins said the County would have to work with a utility bond and there was currently $500,000 in rollover to start the project. Chairman Moskalski asked if the County could generate sufficient revenue to pay a bond. Mr. Hudgins said yes.

The Central Garage water tower needs to be painted, but not this year. Mr. Hudgins said the project would have to wait until the additional water tower was built because the old one would have to be taken offline long enough to be painted and dry. He said this item is in a future year's plan.

Other projects this year include HVAC replacement. We are currently replacing 4-5 units a year at $20,000 per unit. He said the units at the courthouse are approaching the end of their lifespan and the units at the 360 Complex had been patched but are also at the end of their lifespan. Vice Chair Moren asked if the new units include the new updated filtration like the ones at the schools. Mr. Hudgins said yes, the ones that have been replaced so far have this and the ones to be replaced would also.

Mr. Hudgins said the paving at Station One had been stricken and replaced with gravel or the money could be used to build up for another time. He said $25,000 was being left for improvements in FY22 or to be banked for later. Chief Reaves said to keep in mind that Station One is a voting place and if they're going to go with a gravel lot, they will need to make improvements to the entrance for handicapped accessibility.

The McAllister Building needs general repairs and the budget banks $50,000 per year to address those.

Repairs to the VJCCCA building are being held over to next year. Mr. Hudgins said they would need to acquire a temporary trailer for the staff to work out of while the building was being repaired.

Chairman Moskalski asked the status of the Administration Building. Mr. Hudgins said it would be at capacity if we were fully staffed. Chairman Moskalski said we need to start thinking about what can be done. Mr. Hudgins said the new courthouse could not be used because they are at capacity because of the new changes to jury trials.

Mr. Hudgins said the 360 Complex had rotted siding and other projects were needed. Supervisor Greenwood said the siding on the building is not up to code. Supervisor Hodges asked if the septic system was sufficient. Mr. Hudgins said he believed it was ok now because the dentist office which also used the same field is no longer there. The clinic which is now there has their own septic system.

Mr. Hudgins said funds are being built up to replace roofing at the Courthouse, 360 Complex, and RAS. He said he had gotten a quote for all of them in 2018 but at that time there was eight years left on the Courthouse and RAS shingles. Supervisor Greenwood asked why the Courthouse needed to be done so soon; he assumed 40-year shingles were used. Mr. Hudgins said 20-year shingles were used.

Mr. Hudgins said they were counting on some change orders and County responsibilities in the Motorola program that were not included in the contract. He said he hoped this would lower the cost but we are currently within budget on the project.

Chairman Moskalski said to move the money for paving into proffers. Supervisor Hodges asked if any of these projects come from the General Fund. Ms. Joranlien said no.

Ms. Joranlien said CIP was reduced by $419,100 due to utilizing the lease-purchase programs and eliminating paving. She said CIP now totaled $8,801,200 and they are asking for $339,806 for FY22.

iv. Outside Agencies

Vice Chair Moren said he was opposed to giving Arts Alive $9,400. He said they should use the rollover funds from FY21 instead since they were not used. He said people outside West Point don't travel there for their programs. Supervisor Hodges said this is a matched grant so the County only pays half, about $5,000, and the grant pays the rest.

Chairman Moskalski made a motion to accept Outside Agencies as presented. Supervisor Hodges seconded. The Chairman called for discussion. Supervisor Greenwood said he didn't like that all Outside Agencies were lumped together because Arts Alive is the only one he has an issue with.

The members were polled:

Supervisor, 4th District: C. Stewart Garber, Jr. Aye

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

Outside Agencies was passed as presented.

v. **Joint Government Agencies**

Chairman Moskalski said the Library is the only one the Board has any influence over. He said if their funding is cut, the Library reduces their hours. If the Library reduces their hours, the public is unhappy and the Board winds up restoring the funding mid-year so the Library can increase their hours. Supervisor Greenwood said that happened last year but he doesn't believe the Library ever restored their hours as they promised. Chairman Moskalski said he would find out.

Vice Chair Moren asked what the County gained by partnering with the Regional Airport Authority. Chairman Moskalski said the County has a debt obligation to the Authority and if they pull out, that will need to be repaid. Vice Chair Moren asked how much the debt was. Chairman Moskalski said he didn't know but it exceeds our contribution. Supervisor Hodges said the debt was approximately $300,000. Vice Chair Moren asked if this was an annual commitment or if what was paid went towards reducing the debt. Supervisor Garber had the same question. Supervisor Hodges said he didn't know. Chairman Moskalski pointed out that the County's biggest taxpayer uses the airport. Vice Chair Moren said the heaviest user should pay the most. Chairman Moskalski said they are based on their tax revenue. He asked Mr. Hudgins to put this topic on a future agenda for further review and discussion. Supervisor Hodges pointed out that a third of the County's revenue comes from West Rock and they use the airport the most, therefore they are paying. Chairman Moskalski said he would ask Mr. Dale, Airport Manager & Executive Director, to come talk to the Board about the services and value they offer the County.

<u>Miscellaneous Budgetary Departments</u>

i. **Debt Service**

Chairman Moskalski asked if there were anything on the horizon being paid off. Mr. Hudgins said there were things coming up in two years but nothing major.

ii. **Transfers from General Fund**

Mr. Hudgins said the big question is schools and DSS.

Chairman Moskalski asked what the school revenues were in 2020. Mr. Hudgins said there were unexpected expenses which created a wash. Mr. Joranlien said they don't have the final number yet. Chairman Moskalski asked what's realistic to expect to appropriate for 2021. Ms. Joranlien said she couldn't talk about it until the DHG audit was complete.

Vice Chair Moren asked if all of the meals tax goes to schools. Ms. Joranlien said they get 100% of what was budgeted/projected. They do not get any excess. They also do not get the full budgeted/projected amount if that is more than the County actually collects.

Chairman Moskalski said meals tax is not part of the split levy but it was set up such that the meals tax goes to the schools. Supervisor Greenwood asked why it could not be used for other things.

Ms. Joranlien said the County is projecting $400,000 in revenue from the meals tax for FY22 and $250,000 would go to the schools. The remaining amount is used to fill the gaps in the County's budget. Supervisor Greenwood said he thinks the schools need it this year for raises but doesn't see how that can be done. Vice Chair Moren said if we collect the outstanding amounts due to the County, we'd come out ahead. Supervisor Garber said even if the schools received the full meal tax amount, they'd still be short by $300,000. Supervisor Hodges said he felt the meals tax revenue should only go toward funding salaries which is $434,000. Supervisor Greenwood said he'd like to find a way to give them more but there's no way to find it all. Chairman Moskalski said we are currently $350,000 short for the schools' request. Ms. Joranlien said there is only $150,000 being kept from the meals tax for the County. She said we always wind up with extra after the split levy so the County should go ahead and use the tax revenues which are not part of the split levy.

Chairman Moskalski said that is not how the split levy was negotiated. Supervisor Hodges said that's how the ordinance reads. Chairman Moskalski said the policy of previous Boards was that the meals tax revenue was cordoned off for school use. Ms. Joranlien said she understands that but when she compares the percentage for schools she's finding that amounts should be with the County, not the schools, after reconciliation occurs.

Chairman Moskalski said we have a revenue source that the County needs and the schools needs so who should get it. Vice Chair Moren said he thinks the schools need it this year. Supervisor Garber asked if that meant the rate would be increased. Chairman Moskalski said no. Supervisor Greenwood asked where it would be taken from if it was given to the schools. Chairman Moskalski said if we give the money to schools this year, we'll have to do it in subsequent years as well. Supervisor Garber said it was still possible the schools can use funds from the Recovery Act. Chairman Moskalski said those funds are for capital and we're talking about transfers to the schools' operations fund from the County's general fund. He said the funds in the Recovery Act will be for capital, not recurring costs. He said the state mandates the teacher raise and the localities are forced to squeeze their budgets to find it. Supervisor Garber said we won't know what the state contribution will be until May.

Chairman Moskalski said he'd be going back on something he promised in the past if 100% of these funds were not given to schools. He said it's not a hard and fast policy that they chose to saddle future Boards with or that they even had the ability to saddle future Boards with, but it's a policy that was of the Board when he was on it.

Supervisor Garber said giving the funds to the school still won't get them where they'd like to be. Ms. Joranlien said they would have to reduce the County operational budget by $590,000 if everything was given to the schools (BPOL, meals tax, utilities, utility growth, vehicle tax, bank stock). Supervisor Greenwood said we shouldn't give all of it but should at least fund the raises. Supervisor Hodges said they'd have to find $350,000 out of the County's budget to fund the raises.

Chairman Moskalski said the Board is flying blind until they see the results of the DHG study. He asked when the school deadline was for them to adopt a budget. Ms. Joranlien said it was May 15th for the schools and before July 1st for the County. Staci Longest said the school deadline is sometime in May. She said they had to get teacher contracts out, signed, and back by the end of June or they may lose teachers to other counties. Chairman Moskalski asked if May 10th were sufficient, which is the date of the next Board of Supervisors Work Session. Ms. Longest said they'd do the best they can with the date they're given but said they'd be hurting for staff across the board if they can't give raises.

Vice Chair Moren suggested the Board commit to funding the pay raises and anything beyond that, they can't guarantee. Chairman Moskalski said he would not commit to anything until he sees the DHG report. He said he wants to know for sure what the schools are banking year to year. Supervisor Garber suggested asking the schools to look at their figures again and see where they can move.

Chairman Moskalski said he was on the Board nine years ago when the schools claimed they could not do a raise unless the County funded it. The County was unable to fund it and the schools gave the raise anyway. Supervisor Greenwood said he'd be upset if they made cuts to the County budget in order to give the money to the schools and then they don't use it.

Chairman Moskalski said before he commits to anything he wants to see the full picture. Supervisor Garber agreed. Chairman Moskalski said he wanted a realistic look at what the County would be leaving behind if everything were given to the schools. He asked staff to run some scenarios to see the options. He said he needs the report from DHG. He asked the schools to commit to a date to review the report. Vice Chair Moren said he would figure out a way to make himself available on April 29th which was a date that was previously discussed. Supervisor Greenwood asked if the schools are available to meet on that date.

While waiting for confirmation of a date from King William County Public Schools staff, the Board discussed the Social Services budget.

Supervisor Garber said DSS has gone over budget and asked for additional funding in previous years. As a member of the DSS Board, he said the numbers reported never quite jive. He said it should be Federal – 55%, State - 25-28%, and County – 15-18%. However, it has actually been Federal – 55%, State – 18%, and County – 27%. Ms. Joranlien said the County's share was $227,100 in 2019, $212,000 in 2020. In 2022, they are requesting $226,000 from the County. Ms. Joranlien said there is a 5% increase to LASER salaries but they can't determine which employees get this so they made their projections based on the County's raise. She said they are trying to determine why there are non-reimbursable expenses on the state and federal reports. Vice Chair Moren asked if there were a way to lock DSS into a certain amount. Chairman Moskalski said they are statutorily required to provide services. Vice Chair Moren said yes, but can they be more fiscally responsible in other areas to cut costs. Ms. Joranlien said they may want to change financial policy to give a certain percentage of the County's revenue to schools, DSS, etc. and then require them to fit within that. If they find they need more, they need to make budget updates mid-year rather than waiting until the end of the fiscal year. Chairman Moskalski said the split levy addresses that for real estate. He said it is something to think about and work towards. Supervisor Greenwood asked how that would affect the split levy. Chairman Moskalski said it would not as it would only deal with those revenues that are not part of the split levy. Chairman Moskalski said they would come back to these issues at another time.

iii. **Miscellaneous**

Mr. Hudgins said the increase in the VPPSA line item was due to the raising of the minimum wage and salary increases.

Vice Chair Moren asked what the Maintenance Shed was. Ms. Joranlien said this was a five-year commitment which started in 2021. Supervisor Garber said he believed it was due in 2023. Vice Chair Moren confirmed this amount would not change unless the contract was broken.

<u>Work Session Wrap Up</u>

After discussion, a special called meeting was scheduled for Thursday, April 22, 2021 at 7:00pm to discuss scenarios with staff in order to find extra funding for schools. Ms. Joranlien asked for direction from the Board on what they would like her to focus on cutting.

[The Zoom recording ends here.]

<u>ADJOURN</u>

Upon motion of Supervisor Hodges, second by Supervisor Garber, the meeting was adjourned by the following roll call vote:

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

COPY TESTE:

Travis J. Moskalski, Chairman
Board of Supervisors

Christine H. Branch (Reviewed via Zoom)
Deputy Clerk to the Board of Supervisors

AGENDA ITEM 7.b.

Approval of Expenditures - July 2021

Board of Supervisors
William L. Hodges, First District
Travis J. Moskalski, Second District
Stephen K. Greenwood, Third District
C. Stewart Garber, Jr., Fourth District
Edwin H. Moren, Jr., Fifth District

Natasha L. Joranlien
Director of Financial Services

MEMO

DATE: August 23, 2021
TO: King William County Board of Supervisors
FROM: Natasha Joranlien, Director of Financial Services
SUBJECT: Monthly Expenditures - July-21

County Administration Expenditures (excluding Payroll)		
Checks and ACH processed		**3,014,863.86**
Transfer from Treasurer to Schools		**1,000,000.00**
Less Funds from School deposited into King William County bank account		**-**
County Administration Payroll		
Payroll Net		353,803.34
Employer Benefit Portion		118,061.55
Employer State Unemployment		812.51
Employer FICA/Med Portion		36,527.65
	County Costs	**509,205.05**
Employee Portion of Taxes		*96,510.67*
Employee Portion of Benefits		*51,267.59*
		656,983.31
CARES Funds		**1,184.33**
Comprehensive Services Act		**94,637.94**
Department of Social Services Expenditures (excluding Payroll)		
Checks and ACH processed		**9,806.34**
DSS Payroll		
Payroll Net		38,387.51
Employer Benefit Portion		13,591.49
Employer State Unemployment		214.82
Employer FICA/Med Portion		3,961.29
	DSS Costs	**56,155.11**
Employee Portion of Taxes		*9,771.20*
Employee Portion of Benefits		*6,453.12*
		72,379.43
TREASURER MANUAL CHECKS ISSUED		
Expenses		-
Refunds		*2,624.90*
Pass Thru		*517.16*
		3,142.06
Total County Administration, CARES, Social Services, CSA, & Treasurer Manual Checks		**4,688,994.69**

AGENDA ITEM 9.a.

Fire & EMS Department Report - Stacy Reaves, Fire Chief

Stacy Reaves, Fire Chief

King William Fire & Emergency Services
Department Report
August 23, 2021

- Increase in infections and hospitalizations indicate another period of high COVID-19 positive rates.
- COVID-19 policies for Fire and EMS personnel have been updated to reflect recent CDC recommendations. The station remains closed to the public, personnel still perform screenings when coming on shift, and facemasks are still required when socially distancing cannot occur.
- RSAF Grant was awarded, and the equipment has been ordered.
- AFG and SAFER grants have not begun to award. Expect awards to begin towards the end of August through September.
- The department has been working with Lexipol and have produced 157 new policies. Will begin to work on standard operating procedures.
- The state is transitioning from Image Trend reporting system to ESO. King William Fire and EMS will be making the transition as well. All three departments within the county are working together to transition to ESO.
- All apparatus are currently functioning.
- Currently working with VDEM to assess the county's disaster readiness and are reviewing the EOP, creating a COOP, and evaluating the EOC.

180 Horse Landing Road #4 ● King William, Virginia 23086
804-769-4960 ● fax: 804-769-4964
www.kingwilliamcounty.us

AGENDA ITEM 9.b.

Commerce Park Update - Sherry Graham, Interim Planning Director

King William County
Est. 1702

Board of Supervisors

DATE: August 23, 2021

TO: King William County Board of Supervisors

FROM: Sherry Graham, Director of Planning

SUBJECT: King William Commerce Park

REQUEST FOR ACTION

No Action required at this time.

SUMMARY

On July 25, 2005, the Board of Supervisors conducted a public hearing for Rezoning Case 05-05 on the request to rezone parcels 34-7H, 7K and 7K1 consisting of 38.19 acres from A-C (Agricultural-Conservation) to B-2 (General Business), with proffered conditions. The Board approved this request subject to eight conditions. (Attached)

Construction plans were submitted for the park prepared by Balzer & Associates, titled "King William Commerce Park Sections 2 & 2A" dated December 13th, 2005, revised through March 27th, 2006, and a Final Plat prepared by Balzer & Associates, titled "King William Commerce Park Sections 2 & 2A" dated March 1st, 2006. The plans were approved by County staff on March 30th, 2006. The Plans and Plat depicted various improvements (the "improvements"), including but not limited to paved roads, curb and gutter, erosion and sediment control and storm water management devices.

The owner and original developer, King William Land Development, Inc., secured the completion of these improvements with a surety bond dated March 31st, 2006, issued by Liberty Mutual Insurance Company in the amount of $312,600.00.

By deed recorded September 28, 2012, Kisner Capital Group, LLC acquired ownership of the unsold portions of the Commerce Park property in Section 2 and assumed the responsibilities of the original developer to the County.

After Kisner Capital Group, LLC took ownership of the park, the surety bond was updated and reissued by Liberty Mutual Insurance Co on July 17th, 2013, to secure completion of the required improvements by Kisner Capital Group, LLC, again in the amount of $312,600.00. No associated development agreement (a required part of the surety arrangement necessary to gain approval by the County Attorney) has been found in the County's files. The original cost estimate to justify the $312,600.00 surety amount was provided by the developer in 2006.

To date, the developer has done nothing to complete the remaining work required in the Commerce Park.

The $312,600.00 surety bond cannot be pulled by the County in accordance with SB778 passed by the General Assembly extending various land use approvals until July 1, 2023. The budget estimate for completion of the park was projected to be $1,347,420.00, which is significantly higher than the bond amount. This estimate is only for improvements on-site and does not include any costs to extend public water and sewer.

The approved plans for the Commerce Park note that the roads are to be privately maintained. VDOT noted that the roads, after meeting VDOT specifications, could not be brought into the system until there are more buildings constructed in the Commerce Park. The developer would also need to submit plans review and approval to VDOT.

Water will not be available until a new water tower has been constructed and water lines extended in the Commerce Park.

I did reach out to HRSD; however, without any preliminary plans, they cannot give us a definite answer. HRSD personnel is not aware of any utility easements, and they are going to investigate further. The FY2022 HRSD CIP includes a project (MP013300) to upgrade and increase treatment capacity at the existing KW Treatment Plant. The project is slated to be substantially completed July 1, 2024.

In 2019, Dewberry was asked to submit a budgetary opinion of costs for the completion of the Commerce Park development. The following information was submitted:

> Roads - Areas of road have not been paved, some just have rough grading, curb and gutter and storm sewer still needs to be installed in the park. The two stormwater management ponds appeared to have been roughly graded in, but no final elevations, size or outfalls were constructed. An estimated costs of construction is $1,048,440.00
>
> Drainage - The completion of the construction of the stormwater management basins. The County would need to coordinate with DEQ to determine the full extent of the requirements for the completion of the stormwater management basins. After coordinating with DEQ, upgrading the stormwater management will require a redesign of the basins and outfalls to meet the more stringent current regulations, an estimate for the design services is $58,000.00

EDA may want to get involved and search for Federal and State grants to help finance economic development projects. There may also be grants that will help support the construction or rehabilitation of public infrastructure and facilities.an Economic Development Grant to help fund ideas and programs.

BACKGROUND

The Commerce Park was approved in 2005 with proffered conditions. The Park consists of 28 lots total in all sections combined with 8 lots having buildings located on them. No work or construction has taken place in years and the infrastructure has not been completed.

ATTACHMENTS

- Re-Zoning Case 05-05
- Property Owner Information
- Staff Report from Re-Zoning Case
- Virginia State Corporation Commission Entity Information
- Mapping
- Pictures

Commerce Park
28 Lots
8 Lots have businesses/buildings located on them
10 lots are for septic/drainfield locations

Montalbano Family Investments
34-1-1
34-1-2
34-1-5
34-1-6

Corey & Ian Acquisitions, LLC
34-1-3

Sladedale, LLC
34-1-4
Businesses located on property

Ronald A. Martin
34-1-7

John L. Vos Revocable Trust
34-1-8

Lampkin Properties, LLC
34-1-9
114 Commerce Park Drive
Business located on property

Trademark Holdings, LLC
34-1-10
112 Commerce Park Drive
Business located on property

MCG Land, LLC
34-1-11
110 Commerce Park Drive
Business located on property

A Pierce Properties
34-2-25
123 Commerce4 Park Drive
Andy's Automotive
Drainfields located across street

Rhonda L. Martin
34-2-30
Commerce Parkway
Drainfields located across street

Kisner Capitol Group, LLC
34-2-29
Drainfields located across street

Kisner Capitol Group, LLC
34-2-28
Drainfields located across street

Kisner Capitol Group, LLC
34-2-38
34-2-37
34-2-CA
34-2-33
34-2-32
34-2-31

Kisner Capitol Group, LLC
34-2-26
Separate parcel for septic

Kisner Capitol Group, LLC
34-2-27
Separate parcel for septic

Jack H. Baily
34-2-36
Old house located on property

Matthew Crabbe
34-2-35

Christopher Simon
34-2-34
Building located on property

Conti Properties, LLC
34-2-24
121 Commerce Park Drive
Business located on property

Kisner Capitol Group, LLC
34-7H (2 parcels)
Retention ponds

King William County
Founded 1702 in Virginia

DIVISION OF COMMUNITY
DEVELOPMENT

August 24, 2005

King William Land Development, Inc.
c/o William M. Pohlig III, Vice President
1056 Richmond Tappahannock Highway
Manquin, VA 23106

RE: **Board of Supervisors Action:**
Rezoning to B-2 (General Business) District (Conditional)
Case # Z-05-05

Dear Mr. Pohlig:

The Board of Supervisors of King William County, at its meeting on July 25, 2005, conducted a public hearing on the request to rezone Tax Parcel #34-7H and 7K,1 LWY consisting of 38.19 acres, from A-C (Agricultural-Conservation) to B-2 (General Business) district with proffered conditions. Following the public hearing, the Board **APPROVED** this request, subject to a list of eight (8) conditions, said conditions being attached to this letter.

Development and use of the Property for business purposes must comply with the requirements of the King William County Zoning Ordinance, as well as with the list of conditions attached.

Please let me know if you have any questions regarding this matter.

Sincerely,

G L Yolton Jr

Guy L. Yolton, Jr.
Director of Community Development

Attachment: List of Approved Proffered Conditions for Z-05-05

180 Horse Landing Road • Post Office Box 215 • King William, Virginia 23086
804-769-4969 • 804-843-3422 • 804-994-2937 • fax: 804-769-4964

Proffered Conditions
Submitted with Rezoning Case #Z-05-05
Date: April 27, 2005
Owner of Record: King William Land Development, Inc.

Please circle one................Original..................Revised (Date 7-21-2005)

The following are proffered conditions submitted by the applicant pursuant to Article XVII of the King William County Zoning Ordinance. The undersigned, William M. Pohlig, III, VP, King William Land Development, Inc., owner of tax parcel(s) designated 34-7H and 7K ("the Property"), voluntarily agrees for himself, his agent, personal representatives, successors and assigns (collectively "the Property Owner") that, in the event the Property is rezoned from A-C (Agricultural-Conservation) to B-2 (General Business), the development and use of the Property shall be subject to the following conditions:

1. Limit on Uses: Uses of the Property shall be limited to those permitted by right in the B-2 General Business district (Article V of the Zoning Ordinance) with the following exceptions:

Nursery for growing and selling plants, trees and shrubs;
Temporary stands, or outdoor areas for sale of Christmas trees, and the like;
Temporary or open air stands for sale of fireworks or seasonal products;
Automobile auction houses;
Carwash, automatic or otherwise;
Tire rebuilding or recapping;
Automobile service station;
Recording studio;
Indoor flea markets;
Manufactured home sales, display and storage;
Billiard or pool hall, electronic game center, and similar;
Fortuneteller, palmist, astrologist, numerologist, clairvoyant, and other similar activities;
Public solid waste transfer site;
Dog kennels

Approved by BOS 7/25/05 glw

2. Signs: Entrance signage, if any, for the Property shall be constructed of brick, based on the ground and landscaped with ornamental plantings, which landscaping shall be maintained in a healthy state.

3. Building Materials: At a minimum, all buildings shall be constructed of brick, finished masonry, dryvit or stucco, or a combination thereof, with all buildings featuring a brick or finished masonry façade for foundations.

4. Landscaping/Buffering: There shall be a buffer area, a minimum of 50 feet in width maintained along the perimeter of the Property along (three sides). This buffer to

be maintained in a natural, undisturbed state. All buffer areas may be supplemented with low, ornamental fencing.

5. Lighting: On site lighting shall be provided with "shoe-box" style lighting fixtures, or equivalent, to conceal the lighting source and minimize spillover or glare on adjoining properties. Lighting shall be reduced to no more than a security level following close of daily operations.

6. Parking Areas: All parking areas shall be paved and striped with wheel stops for each parking space provided. There shall be adequate handicapped parking spaces provided and all parking areas shall be designed with landscaped median islands at regular intervals. Adequate travel aisles within the parking areas will be provided and clearly marked to help ensure safe traffic flow.

7. Stormwater Management Facilities: Any on site detention ponds provided for stormwater management shall be landscaped around the perimeter and there shall be a minimum 15-foot perimeter provided around each pond for this purpose.

8. Limited Access to Old Newcastle Road: Developer shall place in the Restrictive Covenants a provision prohibiting truck access ("truck" to be defined in accordance with State statutes) to Old Newcastle Road except in the event of emergency.

William M. Pohlig III Pres. 7-21-2005
Signature of Property Owner Date
KWLD Inc.

STAFF REPORT
REQUEST FOR REZONING
FROM A-C TO B-2DISTRICT
PARCEL 34 7H & 7K – 38 ACRES
CASE # Z-05-05

Prepared for the King William County Planning Commission
Public Hearing Scheduled for June 20, 2005

Prepared by the King William County Department of Community Development

Date of Staff Report: June 13, 2005

Purpose of Staff Report: The Staff of the King William County Department of Community Development prepared this report on the above referenced zoning case (also referred to as an application or request). The Staff has consulted, as appropriate, with other offices and agencies of the County of King William and the Commonwealth of Virginia during the preparation of this report. This report is intended to assist the King William County Planning Commission and Board of Supervisors in determining whether or not to approve the request by providing case-related information and analysis. The report may also be useful to other parties interested in this zoning matter.

I. Public Hearings

Planning Commission: Monday, June 20, 2005 in the Board meeting room at the County Administration Building beginning at 7:00 p.m.

Board of Supervisors: Tentative schedule – Monday, July 25, 2005 in the Board meeting room at the County Administration Building beginning at 7:00 p.m.

II. Identification and Descriptive Information

Applicant/Owner: King William Land Development, Inc. (contract purchaser)
William M. Pohlig, III (applicant);

Request(s): Rezone parcel from A-C (Agricultural-Conservation) to B-2 (General Business) district (conditional)

Existing Zoning: A-C (Agricultural-Conservation)

Acreage: 38.19 acres

Location of Property: The property is located adjacent to the west side of Rte. 605 (Old Newcastle Road), approximately 0.5 miles southeast of Rte. 360 (Richmond-Tappahanock Highway).

Magisterial District: 4th

Existing Land Use: Farmland/Open Space

Future Land Use Map: Commercial

Tax Map Parcel: Tax Map Parcel 34-7H and 7K

Existing Zoning of Surrounding Properties:

North:	A-C (Agricultural-Conservation)
South:	A-C (Agricultural-Conservation)
East:	A-C (Agricultural-Conservation)
West:	B-2 (General Business) (Conditional)

III. Case History Summary

The applicant for this rezoning, William M. "Bubba" Pohlig, III, is the contract purchaser of the property. A copy of the purchase contract is included in the case file. Mr. Pohlig initially submitted this request for rezoning on April 27, 2005, and after meeting with staff, submitted a set of proffers for the rezoning on May 9, 2005. The proffers are addressed in Section VIII of this report.

At its meeting on May 16, 2005 the Planning Commission authorized staff to schedule an advertised public hearing on this request for its next meeting on June 20, 2005. Mr. Pohlig may, prior to the hearing on this matter, designate a legal representative for this rezoning request.

IV. Staff Report Overview

The request is supported by the recommendation of the Comprehensive Plan for this location. The Property, if rezoned, will be developed as an extension of the existing King William Commerce Park, with its main access from the existing road in the Commerce Park. Submitted proffers for the Property are actually more extensive and detailed than those accepted with the original rezoning for the King William Commerce Park. For reference purposes, the proffers applicable to the Commerce Park are attached to this report. Staff recommends approval of the requested rezoning, but would like to see one additional proffered condition to address access restrictions from Old Newcastle Road.

V. Land Use Analysis

The following table shows the existing land use, zoning and Comprehensive Plan recommendation for the vicinity:

Direction	Existing Land Use	Future Land Use Plan	Existing Zoning
North	Farmland/Open Space/Residence	Commercial	A-C
South	Farmland/Open Space/Residence	Medium Density Residential	R-1
East	Farmland/Open Space	Medium Density Residential	R-1
West	Business park under development	Commercial	B-2

The property is shown for commercial use on the adopted land use plan map with the intent that the Rte. 360 corridor be used to accommodate future commercial growth in the County. The contract purchaser and applicant for this rezoning is the Vice President of King William Land Development, Inc., owner/developer of the adjacent King William Commerce Park. The proposed use of the Property would be for a continuation/extension of the King William Commerce Park.

The Property is suited for commercial type use so long as access is provided directly from Rte. 360. Although the Property has frontage on Old Newcastle Road (Rte. 605), Old Newcastle Road, at present, is too narrow to accommodate commercial traffic. The applicant has indicated the site will be designed with its primary access from Rte. 360, but that an "emergency-only" access will be provided to Old Newcastle Road. Staff agrees with this approach, but feels a proffered condition is needed to "lock-in" this concept. Otherwise, staff feels the submitted proffers are adequate to address the impact of the proposed development, and generally meet the County's goals and policies for commercial development in the Rte. 360 corridor. The applicant's submitted proffers are discussed in Section VIII of this report.

VI. Comprehensive Plan Analysis

Future Land Use Map:
The Land Use Plan Map shows Commercial use as the recommendation for the property.

Adopted Goals, Policies:
This request is located within the Rte. 360 commercial growth corridor; however, it located outside of the Transportation Corridor Overlay District as set forth in the zoning ordinance. The Property is approximately 1,400 feet from Rte. 360 whereas the overlay district is defined as being within 1, 000 feet from the centerline of Rte. 360 (Sec. 86-373 of the Zoning Ordinance).

Commercial zoning at this location is supported by the adopted goals and policies of the Comprehensive Plan, in particular, under Economic Development, the Plan speaks to the goal "to maintain, expand, and create a viable, growing economic base, both commercial and industrial."

VII. Public Services and Site Considerations

Transportation:
There is a median break on Rte. 360 aligned with the roadway entrance to serve this site (i.e., Commerce Park Drive). Turn lanes in both directions do exist that serve this entrance. A secondary point of access on Old Newcastle should be provided and restricted to limited/emergency-only use. At the time of site plan review, VDOT may require right-of-way dedication for future widening of Old Newcastle Road.

Public Utilities:
Public water and sewer are not available in the immediate vicinity. It is anticipated that the development of the Property will be served with private well and septic, like the other portions of the existing commerce park.

Public Safety:
Any future site plan submitted for approval must demonstrate adequate fire suppression techniques, as well as all other building code requirements pertaining to public safety. Any emergency-only entrance feature must be coordinated with public safety officials.

Public Schools:
No issues noted.

Recreation and Parks:
No issues noted.

Topography and Natural Features:
There appears to be a significant presence of wetlands on portions of the Property. This is likely to render some portions of the Property as undevelopable unless the VA Dept. of Environmental Quality approves off-site mitigation. Otherwise, preservation of wetland areas will be necessary.

Drainage and Storm Water:
The development of the property must comply with all applicable federal, state and local environmental regulations including the Chesapeake Bay Preservation Act regulations.

Historic Features:
No issues noted; no existing dwellings or structures will be altered.

VIII. Proposed Proffered Conditions

The application for rezoning includes seven (7) proffered conditions. Staff has worked with the applicant as to the form and some of the substantive matters contained in the proffer language.

The limitation on uses of the Property contained in Proffer #1 basically eliminates all the uses that could be objectionable or incompatible at this location that otherwise would be permitted in the requested zoning district. Other submitted proffers address the type of signs, building materials, lighting, and parking features to be provided as the site is developed. Proffer #4 ensures that a natural buffer area is provided around the perimeter of the Property, which will be at least fifty feet in width. Proffer #7 requires a perimeter buffer area around any future detention ponds to enhance their appearance. The combined effect of the proffers is to help ensure that high quality development will occur at this location.

As noted previously in this report, direct commercial vehicle access on Old Newcastle Road should be avoided. On the other hand, given the amount of activity planned at this location, it is wise from a public safety standpoint to have more than one means of ingress/egress. The applicant has suggested that some form of emergency-only access be designed on Old Newcastle Road, which seems to make sense. To lock-in this concept, it would be beneficial to have an additional proffered condition to address the type of access to be permitted on Old Newcastle Road. Otherwise, there would be no legal restriction to govern the type of commercial entrance permitted (as long as it met VDOT requirements). Staff will work with the applicant to attempt to devise an appropriate proffer to address this concern prior to the public hearings on this matter.

IX. Staff Recommendation

In general, the request conforms to the recommendation of the Comprehensive Plan at this location, and the proffered conditions help protect the public interest in ensuring a high-quality development that will further the goals for commercial development in the Rte. 360 corridor. In consideration of the all of the factors associated with this request, staff supports approval of the request with the recommendation for an additional proffer to address a secondary point of access as discussed in Section VIII above.

Entity Information

Entity Information

Entity Name:	KISNER CAPITAL GROUP, LLC
Entity ID:	S1579202
Entity Type:	Limited Liability Company
Entity Status:	**Active**
Series LLC:	No
Reason for Status:	Active
Formation Date:	06/24/2005
Status Date:	06/24/2005
VA Qualification Date:	06/24/2005
Period of Duration:	Perpetual
Industry Code:	0 - General
Annual Report Due Date:	N/A
Jurisdiction:	VA
Charter Fee:	N/A
Registration Fee Due Date:	Not Required

Registered Agent Information

RA Type:	Individual
Locality:	RICHMOND CITY
RA Qualification:	Member of the Virginia State Bar
Name:	ROBERT L FREED
Registered Office Address:	FREED & SHEPHERD PC, 9030 STONY POINT PKWY STE 400, RICHMOND, VA, 23235 - 0000, USA

Principal Office Address

Address:	PO BOX 11321, RICHMOND, VA, 23230 - 0000, USA

(https://www.scc.virginia.gov/clk/clk_contact.aspx)

(https://www.facebook.com/VirginiaStateCorporationCommission)

Principal Information (https://twitter.com/VAStateCorpComm)

Management Structure: N/A

Filing History RA History Name History Previous Registrations Protected Series

Garnishment Designees Image Request

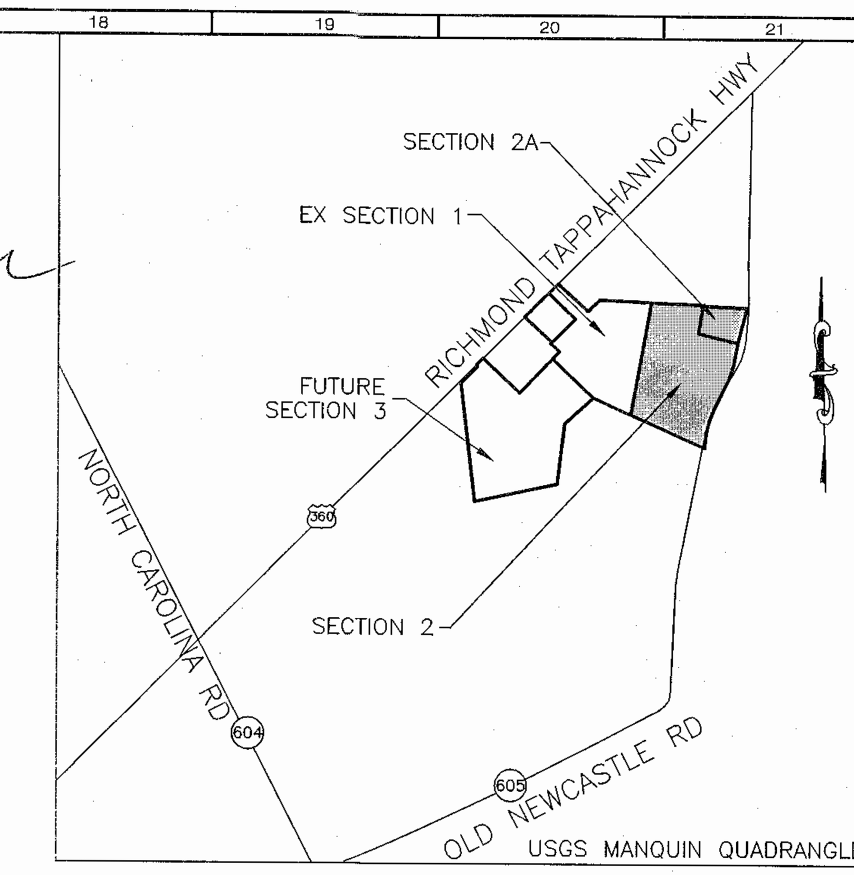
Back Return to Search Return to Results

Back to Login

Privacy Policy (https://www.scc.virginia.gov/privacy.aspx) Contact Us (https://www.scc.virginia.gov/clk/clk_contact.aspx)

KING WILLIAM COMMERCE PARK
SECTION 2 & 2A

Entrance only 03-28-06
APPROVED
VA. Dept. of Transp.



VICINITY MAP
1"=2000'

1. COVER SHEET
2. LAYOUT PLAN
3. ROAD PLAN & PROFILE
4. ROAD PLAN & PROFILE
5. PROFILES & CALCULATIONS
6. EROSION & CONTROL PLAN
7. DRAINAGE AREA MAP
8. DRAINFIELD MAP
9. NOTES & DETAILS

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 200 ft.

GENERAL NOTES:

SECTION 2
OWNER: KING WILLIAM LAND DEVELOPMENT LLC
ADDRESS: 1056 RICHMOND TAPPAHANNOCK HWY
MANQUIN, VA 23106
PHONE: 804-769-2323
FAX: 804-769-8494
ZONING: B-2
TAX MAP: 34-7H, 34-7K, 34-7J, 34-7L
(ZONING CASE Z-05-05)

SECTION 2A
OWNER: OLD CHURCH DEVELOPERS LLC
ADDRESS: 1056 RICHMOND TAPPAHANNOCK HWY
MANQUIN, VA 23106
PHONE: 804-769-2323
FAX: 804-769-8494
ZONING: B-2
TAX MAP: 34-7K

ENGINEER: BALZER & ASSOCIATES
CONTACT: MATT LILLIS
ADDRESS: 880 TECHNOLOGY PARK DRIVE
GLEN ALLEN, VA 23059
PHONE: 804-553-0132
FAX: 804-553-0133

SECTION 2 40.10 ACRES
SECTION 2A 4.99 ACRES

- THIS PROJECT WILL UTILIZE INDIVIDUAL WELLS AND SEPTIC DRAINFIELDS. SUITABLE SOIL LOCATIONS FOR THE DRAINFIELDS WILL BE DETERMINED.
- NO MONUMENT SIGNS WILL BE NECESSARY FOR SECTIONS 2 & 2A. SECTIONS 2 & 2A WILL SHARE THE EXISTING ENTRANCE WITH SECTION 1
- ENTRANCE ALONG OLD NEWCASTLE ROAD IS INTENDED FOR EMERGENCY USE ONLY. IT IS NOT INTENDED TO SERVE THRU OR COMMERCIAL TRAFFIC
- ALL INTERNAL ROADS WILL BE PRIVATELY MAINTAINED

APPROVED
KING WILLIAM COUNTY PLANNING DEPT.
3-30-06
AGENT DATE

RECEIVED MAR 28 2006

COMMONWEALTH OF VIRGINIA
F. CAMERON PALMORE
No. 035275
3/21/06
PROFESSIONAL ENGINEER

BALZER AND ASSOCIATES INC.
REFLECTING TOMORROW
• PLANNERS • ARCHITECTS
• ENGINEERS • SURVEYORS

1208 Corporate Circle
Roanoke, Virginia 24018
Phone: 540/772-9580
FAX: 540/772-8050

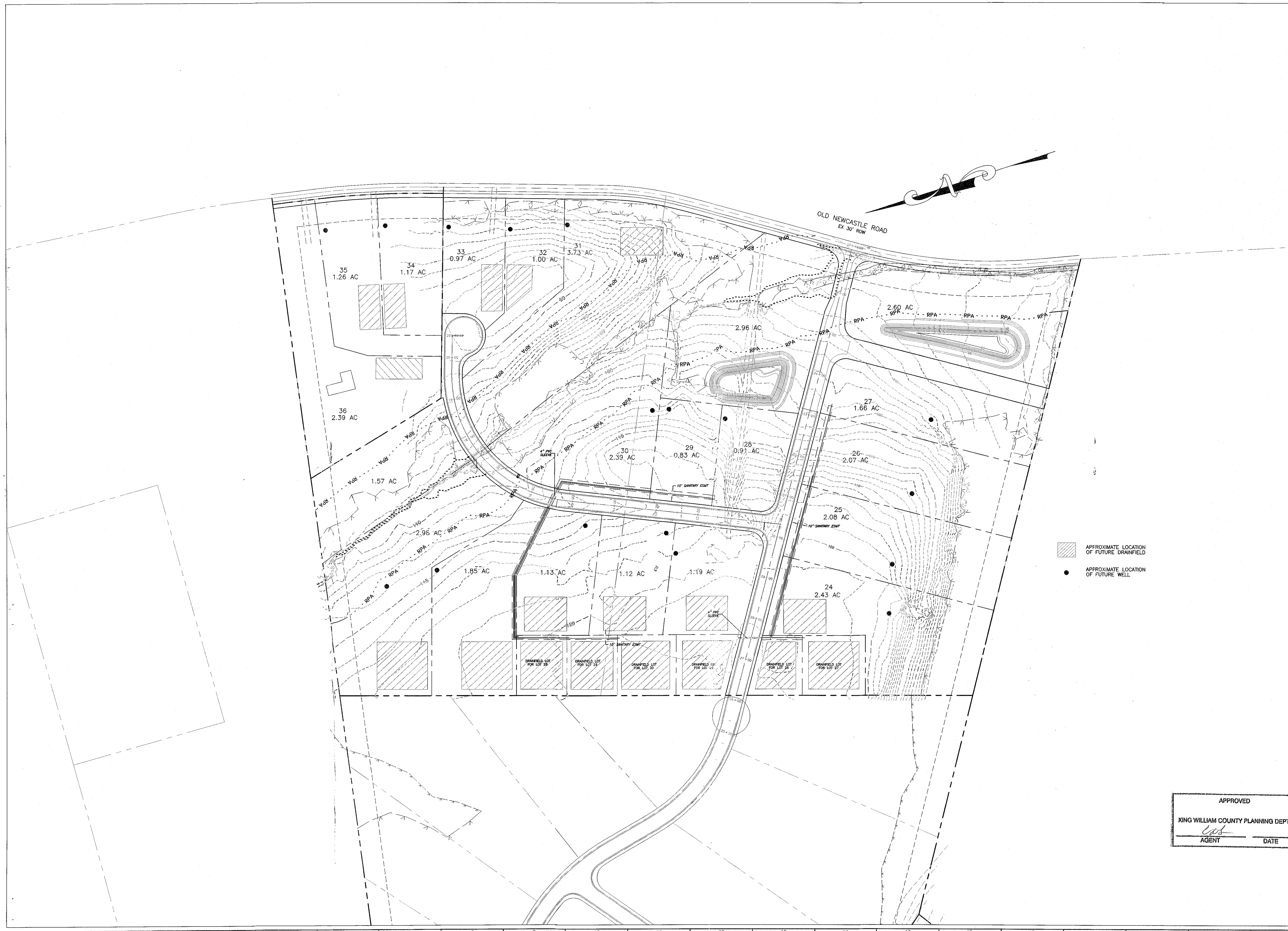
501 Branchway Road
Suite 100
Richmond, Virginia 23236
Phone: 804/794-0571
FAX: 804/794-2635

880 Technology Park Drive
Suite 200
Glen Allen, Virginia 23059
Phone: 804/553-0132
FAX: 804/553-0133

KING WILLIAM COMMERCE PARK
SECTION 2 & 2A
COVER SHEET
ACQUINTON DISTRICT
KING WILLIAM COUNTY, VIRGINIA

DRAWN BY: MTL
DESIGNED BY: MTL
CHECKED: RRG
DATE: DECEMBER 13, 2005
REVISIONS:
FEBRUARY 16, 2005
MARCH 10, 2006
MARCH 27, 2006

SCALE: 1"=200'
SHEET NO.
1 of 9
JOB NO.
H0500171.00



COMMONWEALTH OF VIRGINIA
F. CAMERON PALMORE
PROFESSIONAL ENGINEER

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Phone: 804/553-0132
FAX: 804/553-0133

KING WILLIAM COMMERCE PARK
SECTION 2 & 2A

DRAINFIELD MAP

ACQUINTON DISTRICT
KING WILLIAM COUNTY, VIRGINIA

DRAWN BY: MTL
DESIGNED BY: MTL
CHECKED: RRG
DATE: DECEMBER 13, 2005
REVISIONS:
FEBRUARY 16, 2006
MARCH 10, 2006
MARCH 27, 2006

SCALE: 1"=100'
SHEET NO.
8 of 9
JOB NO.
H0500171.00

AGENDA ITEM 10.a.

Unassigned General Fund Balance Information - Natasha Joranlien, Director of Financial Services

King William County
Est. 1702

Board of Supervisors

Natasha Joranlien
Director of Financial Services

William L. Hodges, First District
Travis J. Moskalski, Second District
Stephen K. Greenwood, Third District
C. Stewart Garber, Jr., Fourth District
Edwin H. Moren, Jr., Fifth District

DATE: August 23, 2021

TO: King William County Board of Supervisors

FROM: Natasha Joranlien, Director of Financial Services

SUBJECT: Unassigned General Fund

REQUEST FOR ACTION

For informational purposes only. No action is requested.

SUMMARY

The unassigned general fund balance is the residual balance of revenues minus expenditures in the general fund. The Government Finance Officers Association (GFOA) recommends that general purpose governments, regardless of size, maintain an unassigned fund balance of no less than two months expenditures as a minimum. King William County's Board of Supervisors formally established a minimum unassigned fund balance policy in the amount of 20% (approximately 2-3 months) of the General Fund expenditures and outflows at the end of each fiscal year.

Total expenditures and outflows for FY2020 were $32,695,121.09. Twenty percent of these total expenditures equals $6,539,024.20. The annual unassigned fund balance reported in the fiscal year 2020 CAFR was $6,364,785 and therefore is in line with our unassigned fund balance policy.

We are currently working on wrapping up expenditures and revenues for fiscal year 2021 to determine year end actuals. We have established August 31 as the deadline for all FY2021 expenditures to be submitted by departments. We are still receiving FY2021 revenues that will be reported as accounts receivable for the year. We anticipate those remaining funds to be received by September 1.

King William County
Est. 1702

Board of Supervisors

Natasha Joranlien
Director of Financial Services

Exhibit A is attached to demonstrate the cash flow in the County operating bank account. All County Government funds make up the operating bank accounts. This includes General Fund, Special Revenue Funds, Capital Funds, Debt Service, Water/Sewer, and Parks & Recreation. Each Fund is set up and reported separately in accounting records.

Also included in Exhibit A is the history of Unassigned Fund Balance reported at year end from fiscal years 2010 until 2020.

ATTACHMENTS

Exhibit A: Unassigned Fund Study

KING WILLIAM COUNTY

C&F COUNTY BANK ACCOUNTS

EXHIBIT A

	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	
BALANCES													
FY2021													
Operating	4,637,510.00	4,544,800.00	4,903,200.00	5,535,910.00	6,584,305.00	6,721,210.00	5,815,670.00	6,748,080.00	5,675,745.00	5,485,835.00	5,913,480.00	8,034,350.00	
Investment Sweep	3,174,203.23	2,840,707.72	3,803,982.27	2,692,857.68	6,278,478.74	9,045,729.23	7,807,062.11	6,308,298.66	6,502,012.07	4,739,370.66	4,869,705.33	6,819,376.00	
Money Market	4,105,239.55	4,107,505.87	2,108,850.36	2,109,803.68	2,110,789.22	2,111,775.22	2,112,698.04	2,113,589.42	2,114,640.42	2,115,596.35	2,116,488.96	2,117,541.41	
	11,916,952.78	11,493,013.59	10,816,032.63	10,338,571.36	14,973,572.96	17,878,714.45	15,735,430.15	15,169,968.08	14,292,397.49	12,340,802.01	12,899,674.29	16,971,267.41	
Montly Expenditures Paid Out													
Schools	490,051.07	725,807.00	854,736.45	1,232,283.98	1,239,465.85	1,201,433.54	985,856.46	685,075.00	1,086,058.15	998,480.00	770,298.84	1,570,856.16	
County	2,962,345.99	1,922,519.82	1,076,119.22	1,983,008.57	1,058,826.01	2,547,294.17	1,943,941.20	1,380,712.88	1,408,480.04	3,426,007.89	1,757,854.00	2,740,139.06	Total
	3,452,397.06	2,648,326.82	1,930,855.67	3,215,292.55	2,298,291.86	3,748,727.71	2,929,797.66	2,065,787.88	2,494,538.19	4,424,487.89	2,528,152.84	4,310,995.22	36,047,651.35
FY2020													
Operating	3,183,500.00	3,080,250.00	3,899,702.00	4,735,100.00	4,735,100.00	4,524,550.00	4,167,100.00	4,470,115.00	4,191,560.00	6,197,790.00	6,312,945.00	5,851,100.00	
Investment Sweep	2,443,094.54	2,153,501.30	2,011,075.14	979,707.20	2,979,996.30	4,639,120.18	3,252,492.80	2,762,939.44	1,873,952.54	3,594,930.96	4,724,575.57	2,340,982.11	
Money Market	2,952,523.09	1,957,474.44	1,060,050.55	1,061,941.22	3,064,718.57	6,073,304.17	6,082,330.93	6,090,496.25	6,096,369.82	1,098,826.57	1,099,481.35	6,101,977.77	
	8,579,117.63	7,191,225.74	6,970,827.69	6,776,748.42	10,779,814.87	15,236,974.35	13,501,923.73	13,323,550.69	12,161,882.36	10,891,547.53	12,137,001.92	14,294,059.88	
Montly Expenditures Paid Out													
SCHOOLS	1,774,201.43	851,581.55	744,092.05	790,843.10	1,347,293.22	293,961.32	483,142.00	589,119.77	898,262.30	1,148,965.00	897,895.90	725,255.15	
COUNTY	3,544,093.18	1,205,999.84	1,933,319.00	1,654,361.68	948,663.05	1,383,002.24	2,448,031.93	1,540,982.37	1,597,941.30	2,687,952.38	1,584,158.66	1,622,002.67	Total
	5,318,294.61	2,057,581.39	2,677,411.05	2,445,204.78	2,295,956.27	1,676,963.56	2,931,173.93	2,130,102.14	2,496,203.60	3,836,917.38	2,482,054.56	2,347,257.82	32,695,121.09

Per CAFR

Unassigned Fund Balance		
FY 10	1,761,923	
FY 11	1,542,611	
FY 12	3,169,372	
FY 13	2,614,804	
FY 14	4,742,615	
FY 15	6,365,262	
FY 16	8,645,161	
FY 17	10,065,487	
FY 18	10,853,502	
FY 19	6,119,501	2 million debt service pay offs & 2 million to CIP
FY 20	6,364,785	

AGENDA ITEM 10.b.

All Points Broadband Contract Responsibilities - Steve Hudgins, Interim County Administrator

King William County
Est. 1702

Board of Supervisors

Interim County Administrator
Steven G. Hudgins

William L. Hodges, First District
Travis J. Moskalski, Second District
Stephen K. Greenwood, Third District
C. Stewart Garber, Jr., Fourth District
Edwin H. Moren, Jr., Fifth District

DATE: August 23, 2021

TO: King William County Board of Supervisors

FROM: Steve Hudgins, Interim County Administrator

SUBJECT: All Points Broadband Contract Responsibilities

REQUEST FOR ACTION

Consider for approval the attached agreement assigning the Economic Development Authority's (EDA) rights and obligations within the All Points Broadband partnership agreement to King William County.

SUMMARY

King William County's EDA wishes to remove itself and have the County assume its duties within the agreement with All Points Broadband providing ubiquitous broadband to the County. The attached agreement is the legal means to reassign these roles and responsibilities, which include contract administration.

BACKGROUND

At their meeting on May 12, 2021, the EDA voted to assign responsibility of the All Points Broadband project to King William County. Meade Rhoads, Vice Chair of the EDA signed the assignment agreement on August 11, 2021.

ATTACHMENTS

- Assignment Agreement

180 Horse Landing Road #4 ● King William, Virginia 23086
804-769-4927 ● fax: 804-769-4964
www.kingwilliamcounty.us

<u>ASSIGNMENT AGREEMENT</u>

THIS ASSIGNMENT AGREEMENT dated as of August ___, 2021, by and between the **<u>KING WILLIAM ECONOMIC DEVELOPMENT AUTHORITY OF KING WILLIAM COUNTY, VIRGINIA</u>**, a political subdivision of the Commonwealth of Virginia **(the "EDA")**, **<u>KING WILLIAM COUNTY, VIRGINIA,</u>** a political subdivision of the Commonwealth of Virginia **(the "County")**, and **<u>ALL POINTS BROADBAND PARTNERS, LLC</u>**, an entity registered to do business in the Commonwealth of Virginia ("**APB**"), formally transfers all rights and obligations under the "Broadband Partnership Agreement", signed by the EDA on September 2, 2020 from the EDA to the County;

<u>RECITALS</u>

WHEREAS, the EDA and APB entered into an agreement on September 2, 2020 under which APB would provide services to the EDA to further expand broadband connections in King William County, Virginia; and

WHEREAS, the EDA no longer wishes to pursue this project; and

WHEREAS, the County wishes to accept the EDA's rights and obligation set forth under the agreement between APB and the EDA;

WHEREAS, APB consents to the assignment of all rights and obligations under the aforesaid agreement to the County.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained and other valuable consideration, the receipt of which is acknowledged, the EDA hereby assigns all of its rights and responsibilities under its Broadband Partnership Agreement to the County.

A. Transfer of Right and Obligations.

1. <u>County obligations</u>. The County shall fulfill all obligations assigned to the EDA under the Broadband Partnership Agreement. In instances where the EDA had agreed to cause the County to perform an action, the County shall perform both the functions of the EDA and the County.

2. <u>APB obligations</u>. APB shall continue to provide the services required under the contract without interruption. In lieu of reporting to the EDA, APB shall ensure all future contact with either the County or the EDA under the Broadband Partnership Agreement shall be with the County Administrator of King William County, or their designee.

3. <u>All essential term to remain</u>. No essential terms set forth in the Broadband Partnership Agreement are limited as a result of this assignment. All rights previously afforded to the EDA may be exercised by the County. All rights previously afforded to APB may continue to be exercised by APB against the County only.

4. No further obligation of EDA. After the execution of this assignment, the EDA shall have no further rights or obligations to either the County of APB. APB, for itself, its representatives, employees, attorneys, successors, and assignees, hereby releases, waives, and otherwise forever discharges the EDA and its successors from any and all claims, demands, actions, causes of actions, obligations, and liabilities of any nature and kind whatsoever, known or unknown.

5. Exhibit B incorporated. Exhibit B, "General Terms and Conditions," while previously included in the Broadband Partnership Agreement is expressly incorporated into such agreement from the date this assignment is signed.

IN WITNESS WHEREOF, the County, the EDA, and APB consent to the transfer of all rights and obligations created by operation of the Broadband Partnership Agreement to the County from the EDA.

[SIGNATURE PAGE FOLLOWS.]

KING WILLIAM COUNTY, VIRGINIA

By ____________________________________

Title ____________________________________

ECONOMIC DEVELOPMENT AUTHORITY OF KING WILLIAM COUNTY, VIRGINIA

By ____________________________________

Title ____________________________________

ALL POINTS BROADBAND PARTNERS, LLC

By ____________________________________

Title ____________________________________

AGENDA ITEM 10.c.

Motorola Project: Ground Lease Agreement with King William County Public Schools - Steve Hudgins, Interim County Administrator

King William County
Est. 1702

Board of Supervisors

Interim County Administrator
Steven G. Hudgins

William L. Hodges, First District
Travis J. Moskalski, Second District
Stephen K. Greenwood, Third District
C. Stewart Garber, Jr., Fourth District
Edwin H. Moren, Jr., Fifth District

DATE: August 23, 2021

TO: King William County Board of Supervisors

FROM: Steve Hudgins, Interim County Administrator

SUBJECT: Motorola Project: Ground Lease Agreement with King William County Public Schools

REQUEST FOR ACTION

Consider for approval the attached ground lease agreement with KWCPS.

SUMMARY

King William County owns the cell tower adjacent to King William High School, while the land the tower is on Tax Map #28-63 belongs to KWCPS. This tower is integral to the Motorola emergency radio system upgrade currently underway for the County. A ground lease agreement with KWCPS is required for the County's continued use of the site and tower. The proposed ground lease has been reviewed by both County and School administration and legal counsel, and is believed to be equitable to both parties. Besides a negligible base rent of $10 per year, a revenue share of 20% of any potential future net revenues generated by the tower is proposed.

BACKGROUND

As part if the Motorola radio system upgrade, King William County purchased the cell tower located at Tax Map #28-63 from WHRO on June 12, 2020. WHRO had been unable to provide the support and structural documentation for the tower that was required for design purposes and thus the project was being delayed. The expedient solution was to acquire the tower from WHRO and perform our own structural analysis. While it was known that the tower was on KWCPS property and that an access and/or lease agreement would be needed, that agreement was postponed at that time. Bank of

America is requiring an access agreement to be in place in order to draw funds to pay for the work already completed at the site.

ATTACHMENTS

- Ground Lease Agreement
- Bill of Sale with WHRO

REAL PROPERTY LEASE AGREEMENT

THIS REAL PROPERTY LEASE AGREEMENT (this "Lease"), made and entered into this 23 day of August, 2021, by and between the **KING WILLIAM COUNTY SCHOOL BOARD,** a body corporate and politic, with an address of 18548 King William Rd, King William, VA 23086, herein referred to as "Lessor," and **KING WILLIAM COUNTY,** a political subdivision of the Commonwealth of Virginia, with an address of 180 Horse Landing Rd, King William, VA 23086, herein referred to as "Lessee," recites and provides as follows.

RECITALS

1. Lessor is the owner of the parcel of improved real estate located in King William County, Virginia known as King William High School having County Parcel ID No. 28-63(the "Site"). The Site is presently operated by Lessor as a public high school.

2. Lessee is the owner of a communications tower (the "Tower") located on a portion of the Site as depicted on Exhibit A attached hereto and incorporated herein by this reference thereto (the "Tower Area") and desires to lease such portion of the Site from Lessor for use in connection therewith. Lessee's ownership of the Tower is evidenced by the bill of sale from Hampton Roads Educational Telecommunications Association Inc. DBA WHRO, a Virginia corporation, dated June 12, 2020, a copy of which is attached hereto as Exhibit A-1 and a part hereof.

2. Lessee intends to use the Tower for the installation of equipment operated by Lessee or the Carriers (as defined below) on the Tower Area (the "Compound"). Lessee intends to lease space on the Tower and in the Compound to telecommunications or other wireless communications providers (the "Carriers" and each individually, a "Carrier") in compliance with the terms hereof. The Lessee and such Carriers may install antennas on the Tower and construct equipment platforms (each, an "Equipment Platform") to support their communications equipment within the Compound (the Tower, the Compound, each Equipment Platform, any shed housing base equipment, and all antennas, dishes, lines, cables and other equipment or items shall collectively be referred to herein as the "Base Station").

3. The parties now desire to set forth the terms pursuant to which Lessor shall lease the Leased Premises (as hereafter defined) to Lessee for the purposes just described.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual benefits to the parties by entering into this agreement, the mutual agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. LEASE OF LEASED PREMISES:

a. Subject to and in accordance with the provisions of this Lease, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that space within the Site defined hereinabove as the Tower Area, which shall be referred to hereafter as the "Leased Premises."

b. Lessee acknowledges that with the exception of the air space over the land actually occupied by the Tower, the Leased Premises shall include the air rights over the land only to a height which is fifteen (15) feet above the ground elevation. Lessee has inspected the Leased Premises and accepts the same "AS IS" and in its present condition without any representation or warranty of Lessor except any that may be expressly set forth in this Lease.

c. Notwithstanding the foregoing, Lessee acknowledges and agrees that it is solely responsible for performing all necessary due diligence regarding the Tower Area and the Leased Premises, including confirming by way of a title report and examination that Lessor holds legal title to the Site and that no matters affecting title to the Site prohibit, impair or require third party consent to the leasing of the Leased Premises to Lessee, the construction of the improvements contemplated hereunder or any other matter relating or pertaining to this Lease (the "Due Diligence Matters"). In no event shall Lessor have any responsibility for or liability with respect to the Due Diligence Matters, all of which are hereby waived by Lessee. Lessee agrees to strictly comply, at its sole cost and expense, with all recorded documents, instruments and agreements affecting title to the Site.

d. Until the termination or expiration hereof, title to the Tower and the portions of the Base Station owned by Lessee shall remain with Lessee. After the termination or expiration of this Lease, title to the Tower and/or those portions of the Base Station owned by Lessee that Lessee has not removed from the Leased Premises shall, at the option of Lessor, vest in Lessor, and Lessee agrees to promptly execute such further assurances thereof as shall be requested by Lessor.

2. EASEMENTS SERVING LEASED PREMISES:

[Reserved]

3. USE OF LEASED PREMISES:

a. Lessee shall use the Leased Premises solely for construction, operation and leasing of the Base Station as provided herein. Lessor makes no representation or warranty whether such use is permitted by any laws or regulations applicable to the Leased Premises, and Lessee is solely responsible for determining whether such use is permitted, and for securing all necessary licenses, permits and approvals therefor.

b. Notwithstanding any other provision of this Lease, Lessee acknowledges Lessor's use of the Site as a public high school, and that, accordingly, any Carrier rights under a Carrier Sublease (as defined below)) are subject and subordinate to Lessor's use and operation of the Site. Accordingly, in exercising its rights under any sublease, any Carrier shall use its best efforts to avoid any adverse construction, operational or other such impact on the Site or Lessor's use and operation thereof, whether such impacts arise from work or activities being performed or undertaken on or off of the Site (utility outages arising from off-site utility relocation, for example), and, notwithstanding any other provision of any sublease, any Carrier will use its best efforts to cause such entry, work or activities to be performed or undertaken at such times, and to occur in such manner, as Lessor may require, in its reasonable discretion, to avoid any adverse impacts to the Site or Lessor's use thereof. Lessee agrees that it will cause each Carrier to comply with the provisions of this Section 3. Pursuant to the provisions of Section 8b, Carriers shall be responsible for repairing all damage to the Base Station, the Leased Premises or the Site caused by any such Carrier Carrier or any of such Carrier's employees, contractors or agents. In case of emergencies threatening life or safety or any component of the Base Station, Lessee may enter the Leased Premises without prior notice to Lessor, provided Lessee notifies Lessor of such entry, and the nature of the work performed or undertaken as a result of such emergency, as soon as practicable after Lessee's entry. Notwithstanding the foregoing, Lessee shall have the right to make customary and routine inspections of the Leased Premises upon one (1) business day prior notice, provided that (i) such entry is only for the purpose of inspecting the Leased Premises, conducting routine maintenance and repairs (provided such maintenance and/or repairs do not require alteration of the structural elements to the Base Station or the Tower or the addition or substitution of any electrical cabinet or equipment shelter) and (ii) the worker or workers who make such inspections check-in with the appropriate personnel at the Site prior to accessing the Leased Premises and, in all cases, follow all procedures required by Site personnel.

4. TERM:

a. The term hereof shall be for an initial term of thirty (30) years, with up to three (3) thirty-year extension terms, commencing on the date of the final execution and delivery hereof (the "Commencement Date"). The term hereof shall be automatically extended as of the expiration of the then current term unless Lessee provides thirty (30) days advance written notice of its intent not to so renew the term hereof. Lessee may terminate this Lease with sixty (60) days prior notice to Lessor if (i) Lessee is unable to obtain or maintain in force all necessary governmental approvals, ii) a material change in government regulations makes it impractical or uneconomic for Lessee to continue to operate the Facilities under this Lease, (iii) interference by or to Lessee's operation cannot, despite good faith negotiations between Lessee and Lessor in accordance with the terms hereof, be resolved, (iv) Lessee is unable to lease space within the Base Station for a period in excess of twelve (12) consecutive months, or (v) the Site or the Facilities are destroyed or damaged or taken in whole or in part (by condemnation or otherwise) sufficient in Lessee's reasonable judgment, adversely to affect Lessee's use of the Site. If this Lease is renewed, then all covenants, conditions and terms will remain the same. If at any time during the terms of this Lease, Lessor reasonably determines after consultation with Lessee that the Base Station, or any component thereof, cannot be operated in a manner that does not materially and adversely impact Lessor's use and operation of the Site, Lessor and Lessee will work together to determine if the material and adverse impact can be cured by relocation of the Leased Premises within the Site. If such relocation occurs within fifteen (15) years of Commencement Date, then the actual out-of-pocket costs of such relocation incurred in connection with such relocation shall be paid by Lessor. If such relocation occurs after the initial fifteen (15) years of the term, such costs will be borne solely by Lessee.

b. At the end of the term of this Lease, whether by the passage of time or the exercise by any party of any right of termination, Lessee shall surrender the Leased Premises to Lessor in the condition specified in this Section 4b. Within sixty (60) days after the end of the term of this Lease, Lessor shall notify Lessee of its election to (i) have Lessee dismantle and remove the Base Station, or any component thereof, including, but not limited to, any or all of Lessee's facilities from the Leased Premises and the Site or (ii) have the Tower and/or Base Station (other than those portions of the Base Station owned by the Carriers) remain on the Leased Premises. If Lessor fails to make such an election within the sixty (60) day period, Lessee shall inform Lessor in writing, and Lessor shall have an additional thirty (30) days to make the election. If Lessor fails to make an election, it shall be deemed to have elected option (i). If Lessor elects or is deemed to elect option (i), Lessee shall promptly (and in any event within ninety (90) days) remove the designated facilities from the Site, at Lessee's sole cost and expense; provided, however, that Lessee shall be entitled to leave in place underground cables and any other improvements which are three (3) feet or more below grade. If Lessor elects option (ii), title to the facilities designated by Lessor shall immediately vest in Lessor, without the necessity of further action by Lessor or Lessee. Notwithstanding the foregoing, if so requested by Lessor, Lessee shall execute such further assurances thereof as shall be requested by Lessor. Further, nothing herein contained shall be deemed to prohibit or restrict any Carrier from removing its equipment to the extent permitted to do so under any Carrier Sublease.

c. Subject to Section 4b, the Base Station, including the Tower, and other equipment, shall during the term of this Lease be deemed the personal property of Lessee and/or the Carriers, as applicable.

5. RENT & ACCESS FEE:

a. Beginning as of the Commencement Date, and thereafter on the tenth day of each calendar month during the term and any extension term of this Lease, Lessee shall pay to Lessor, in legal tender of the United States of America without demand, setoff or deduction whatsoever, as monthly rent for the Leased Premises, an amount equal to Twenty percent (20%) of the Net Revenues (as defined below) received by Lessee that are derived from the use, leasing or occupancy of any portion of the Tower or Base Station for the preceding calendar month by any entity other than Lessee. The term "Net Revenues" shall mean all revenue actually collected by Lessee from Carriers with respect to the Site (other than any reimbursement being made to Lessee by a Carrier in connection with construction of any Base Station, connection to any utilities, access roads, reimbursement for any site access fee provided that such reimbursement is not in lieu of or in substitution of any rent thereunder), less all expenses paid by Lessee that are related to the maintenance of the Tower and Base Station. All rental payments shall be made by check payable to Lessor at the [King William County School Board, 18548 King William Rd, King William, VA 23086, Attention: School Superintendent], or such other address as Lessor may from time to time provide.

b. Beginning on the Commencement Date, and on the anniversary of such date every year thereafter during the Term, Lessee shall pay to Lessor base rent in the amount of ten Dollars ($10.00) (the "Base Rent").

c. In addition to the rent described in the preceding paragraphs, any other amounts payable under this Lease to Lessor, however denominated, shall be deemed additional rent, and Lessor shall have all rights and remedies in respect of payment and collection thereof as are applicable to rent. Any amounts payable hereunder by Lessee that are not paid when due shall bear interest at the rate of three percent (3%) per annum.

6. REAL ESTATE TAXES, UTILITIES, MAINTENANCE:

a. Lessee shall be solely responsible for all costs and expenses relating to the connection, disconnection, consumption and use of any utilities and/or services in connection with Lessee's construction, installation, operation and maintenance of the Base Station on the Leased Premises including, without limitation, any electric consumption by its equipment, and Lessee agrees to pay all costs for service and installation of an electric meter directly to the local utility company.

b. Lessee shall at all times during the term of this Lease, at its own expense, maintain the Base Station and the Leased Premises in proper operating condition and maintain same in reasonably good condition, and will repair any damage except that caused by Lessor, its agents or servants. Lessee shall keep the Leased Premises and the Base Station free of debris at all times.

c. Lessee shall maintain the Leased Premises at all times in compliance with Lessor's rules and regulations and all governmental rules, regulations and statutes including, without limitation, those relating to the lighting and painting of the Base Station, and requirements of the Federal Communications Commission (the "FCC"), the Federal Aviation Administration (the "FAA"), and other federal, state or local government authorities having jurisdiction over the Base Station.

d. Lessee shall be solely responsible, at its sole cost and expense, for keeping the Tower at all times in reasonably good order, condition and repair, and in compliance with all applicable laws, ordinances and rules. Lessee shall cause the Tower to be regularly inspected and preventative maintenance to be performed in accordance with the standards of the industry. In no event shall Lessor be required to maintain or repair the Tower, or pay or reimburse Lessee for any costs associated therewith.

e. If applicable, Lessee shall be responsible for the maintenance and repair of any light fixtures installed by Lessee on the Tower.

7. CONSTRUCTION BY LESSEE:

a. Lessee shall use good faith and commercially reasonable efforts to obtain all necessary approvals, including, without limitation, those required by the FAA and the FCC, for construction and operation of the Base Station and Tower. After obtaining the necessary permits and approvals therefor, Lessee, at its sole cost and expense, shall perform or cause to be performed all of the following work:

i. Installing the utility and equipment Compound.

ii. Performing or causing to be performed all other improvements and work associated with the work described above that may lawfully be required any governmental body or official having jurisdiction, as part of or in connection with the work described above.

b. Lessee's agreement to perform or cause to be performed at its expense all of the work described above, all at Lessee's cost and expense, shall be construed broadly to provide for all costs and liabilities of such work, whether or not such costs are anticipated and without regard to Lessee's present estimates for the cost of same, so that all of such work is fully and properly performed and paid for by Lessee, and upon completion of same, the Site, as altered by such work, is as fully functional and suitable for continued use by Lessor as it was prior to the start of Lessee's work.

Lessee shall limit construction activities to such days and times as Lessor may reasonably require to avoid any material and adverse impacts on the use and operation of the Site. Lessee shall keep Lessor fully apprised of any events that might impact Lessor's school activities. If Lessee fails to perform its work in accordance with this Lease and if such failure threatens the safe, proper and timely conduct of operations or uses of the Site, then Lessor shall have the right to take all measures as it may deem necessary to avoid or abate any interference with such safe, proper and timely conduct of its classes or other operations or uses. Such measures may include, without limitation, engaging additional construction personnel, stopping any construction activities occurring on the Site, removing interfering construction equipment, materials or facilities, and providing alternate or additional drives, sidewalks, parking areas or other facilities. All such measures shall be at the sole cost, expense and liability of Lessee. Lessor shall give Lessee prior notice before commencing any such measures and to coordinate with Lessee in determining the measures that may be necessary.

c. Prior to any activities commencing on the Site by any sublessees pursuant to a Carrier Sublease, Lessee shall obtain the certification that all persons who will conduct such activities have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Further, each sublessee shall be subject to the terms and conditions of this Lease.

d. Lessee shall be allowed to make further additions, alterations and improvements to the Base Station, Tower, and Leased Premises without Lessor's prior consent.

8. OPERATION OF BASE STATION:

a. Lessee and the Carriers shall operate the Base Station in strict compliance with all applicable statutes, codes, rules, regulations, standards and requirements of all federal, state and local governmental boards, authorities and agencies including, without limitation, OSHA (including, without limitation, OSHA regulations pertaining to RF radiation), the FCC and the FAA, as well as such reasonable rules and regulations which Lessor may publish for the site from time to time. Lessee has the responsibility of carrying out the terms of its FCC license in all respects, including, without limitation, those relating to supporting structures, lighting requirements and notification to FAA. Lessee, prior to constructing the Base Station, shall have, and shall deliver to Lessor upon request, copies of all required permits, licenses and consents to construct and operate the Base Station. In the event that the operation of the Base Station violates any of the terms or conditions of this Lease, Lessee agrees to suspend operation of the Base Station within twenty-four (24) hours after notice of such violation and not to resume operation of the Base Station until such operation is in strict compliance with all of the requirements of this Lease. Lessee shall be responsible for ensuring that each Carrier complies with the terms of this Section 8.

b. Other than with respect to entries established pursuant to the initial construction of the Base Station and Tower, prior to any entry upon the Leased Premises by any Carrier other than the Lessee or its employees, Lessee shall require all such Carriers to provide not less than one (1) business day prior notice to Lessor which notice shall specify the type of work or other activities that are to be performed or undertaken on the Leased Premises or which may impact the Site. Lessor shall have one (1) business day after receipt of the notice to advise such Carrier that the proposed work would conflict with Lessor's use of the Site and such notice shall include dates and times that the proposed work may be rescheduled. Lessee further agrees and covenants that the Base Station, transmission lines and appurtenances thereto, and the construction, installation, maintenance, operation and removal thereof, will in no way damage Lessor's property or materially interfere with the use of the Site by Lessor, its successors and assigns. Notwithstanding the foregoing, Lessee agrees for itself (and to require of any Carrier using the Tower or the Tower Site) (i) to repair any damage caused to the Site or the Leased Premises, including, but not limited to, any damage to utility lines, drains, waterways, pipes, grass fields or paved surfaces by such installation, construction, maintenance, operation or removal to the condition the Site or the Leased Premises was in immediately prior to such damage, (ii) that any repair work undertaken on the Site or the Leased Premises shall be completed as soon as possible after the occurrence of such damage, (iii) that if Lessee's activities on the Site or the Leased Premises result in the need to restore or replace any grass areas, such areas shall be sodded, rather than seeded, and (iv) that it shall be responsible for the full and timely payment of any costs incurred in connection with the repairs described in clauses (i) through (iii) of this sentence.

c. If, after the execution of this Lease, Lessee is unable to operate the Base Station due to the action of the F.C.C. or by reason of any law, physical calamity, governmental prohibition or other reasons beyond Lessee's control, this Lease may be terminated by Lessee by giving Lessor thirty (30) days' prior notice of termination, subject to Lessee's restoration obligations under Section 4b hereof.

9. PERMITS AND SITE SPECIFICATIONS:

It is understood and agreed by the parties that Lessee's ability to use the Leased Premises is contingent upon its obtaining after execution of this Lease, all of the certificates, permits and other approvals that may be required by federal, state or local authorities for Lessee's use of the Leased Premises as set forth in this Lease. Lessee shall use all reasonable efforts promptly to obtain such certificates, permits and approvals, at Lessee's sole expense. Lessor will cooperate reasonably with Lessee at Lessee's sole cost and expense, in its effort to obtain such approvals. In the event any such applications should be finally rejected or any certificate, permit, license or approval issued to Lessee is canceled, expires or lapses, or is otherwise withdrawn or terminated by governmental authority, or soil boring tests are found to be unsatisfactory so that Lessee will be unable to use the Leased Premises for the purposes set forth herein, Lessee shall have the right to terminate this Lease by giving Lessor thirty (30) days' prior notification of termination within sixty (60) days after the date of the event which is the basis of termination. Upon such termination, the parties shall have no further obligations for charges and liabilities which accrue after the effective date of termination, including the payment of monies, to each other except as otherwise provided herein, but Lessee shall be liable to restore the Leased Premises in accordance with Section 4b.

10. INDEMNIFICATION:

Although not legally binding on the Lessee as a political subdivision of the Commonwealth of Virginia and except as caused by the gross negligence or willful misconduct of Lessor, it is the present intent of the Lessee to defend, with counsel acceptable to Lessor, and to indemnify and hold harmless, Lessor from all losses, costs, claims, causes of actions, demands and liabilities arising from (a) any breach by Lessee of any covenant of this Lease; (b) any misrepresentation by Lessee contained in this Lease and/or any breach of any warranty contained in this Lease; and (c) any occurrence, of any kind or nature, arising from (i) Lessee's or any Carrier's construction, installation, maintenance, repair, operation, replacement or removal of the Base Station or any other equipment, or any other activities of Lessee or any Carrier on the Site or the Leased Premises of any kind or nature, (ii) the condition of the Base Station or the Leased Premises and (iii) any personal injury, death, or accident in any way related to Lessee's or any Carrier's use, operation or maintenance of the Leased Premises, the Site, the Base Station, or any equipment or antennas contained therein or on the Tower or the Leased Premises. Such indemnification shall include the actual, reasonable and documented cost of investigation, all expenses of litigation, and the cost of appeals, including, without limitation, reasonable attorneys' fees and court costs, and shall be applicable to Lessee's and each Carrier's activities on the Site and the Leased Premises whether prior to the Commencement Date or after the termination of this Lease. In addition to Lessor, Lessor's board members, staff, officers, agents, servants, employees, volunteers, business invitees, customers and guests shall be beneficiaries of Lessee's indemnification. Lessee's indemnification shall not be applicable to the extent of any gross negligence or willful misconduct of Lessor.

11. RESERVED:

12. INTERFERENCE:

a Lessee agrees to install (and cause the Carriers to install) equipment of a type and frequency which will not cause frequency interference with other forms of radio frequency communications existing on Lessor's property as of the date of this Lease.

b. In the event Lessee's equipment causes such interference, Lessee agrees it will take all steps necessary to correct and eliminate the interference consistent with appropriate government rules and regulations upon receipt of written notification of the interference. Lessee shall be obligated to respond to the problem of interference arising from Lessee's equipment within the Base Station within two (2) business days of receipt of written notice from Lessor and if the interference is not corrected within five (5) business days of receipt of notification (or such time as may reasonably be required with exercise of due diligence provided such repairs are begun within said five (5) business days), such Carrier's equipment causing such interference shall be disconnected, turned off or removed from the Leased Premises.

c. In the event Lessor installs equipment at the Site after installation of Lessee's and Carrier's equipment that causes frequency interference, Lessee and Lessor agree to cooperate to take all steps necessary to correct and eliminate the interference consistent with appropriate government rules and regulations upon receipt of written notification of the interference from either party. Lessor shall be obligated to respond to the problem of interference arising from Lessor's later-installed equipment at the Site within two (2) business days of receipt of written notice from Lessee. If the interference is not corrected within five (5) business days of receipt of notification (or such time as may reasonably be required with exercise of due diligence provided such repairs are begun within said five (5) business days), then, at Lessor's sole cost and expense, Lessor's equipment causing such interference shall be immediately disconnected, turned off or removed from the Site. Lessee and Lessor understand and agree that in the event its determined that the interference is caused by the unlicensed spectrum being used by Lessor at the time of execution of this Lease, Lessor shall be under no obligation to replace the unlicensed spectrum with a licensed spectrum to correct the interference.

13. DEFAULT:

a. Each of the following shall be an event of default by Lessee under this Lease:

i. If the rent or any installment thereof shall remain unpaid after it becomes due and payable, and is not paid within thirty (30) calendar days after Lessor gives written notice of non-payment;

ii. If Lessee or its assigns shall fail or neglect to keep and perform any one of the terms of this Lease and such failure or neglect continues for more than thirty (30) days (or such longer period as may be reasonable, provided Lessee is attempting a cure with all due diligence, not to exceed one hundred twenty (120) days plus any period of where cure is prevented by *force majeure*) after Lessor gives written notice specifying the default;

b. In the case of any event of default that is not cured within any applicable cure period, Lessor shall have the right to give Lessee written notice of its intention to terminate this Lease on the date of the notice or on any later date specified in the notice, and, on the date specified in the notice, Lessee's right to possession of the Leased Premises (which term as used in this Section 13 shall be deemed to include the Base Station) will cease and this Lease will be terminated as if the date fixed in the notice were the end of the term of this Lease, together with any additional rights and remedies that may be available at law or in equity.

c. If Lessor shall fail or neglect to keep and perform each and every one of the covenants, conditions and agreements contained herein, and such failure or neglect is not remedied within thirty (30) days (or such longer period as may reasonably be required to correct the default with exercise of due diligence not to exceed one hundred twenty (120) days plus any period of where cure is prevented by force majeure), after written notice from Lessee specifying the default, then Lessee may pursue any legal remedies available to Lessee, including the right to terminate this Lease.

d. The foregoing notwithstanding, in the event of any such default by Lessee hereunder, such shall not provide Lessor the right to attach, utilize, distrain upon or otherwise take possession of any equipment located on the Tower or within a Base Station owned by any Carrier, and such shall at all times be free from any claim by Lessor hereunder.

14. INSURANCE REQUIREMENTS:

a. All property of Lessee, its employees, agents, business invitees, licensees, customers, clients, guests or trespassers, including, without limitation, the Carriers, in and on the Leased Premises shall be and remain at the sole risk of such party, and Lessor shall not be liable to them for any damage to, or loss of such personal property arising from any act of God or any persons, nor from any other reason, nor shall Lessor be liable for the interruption or loss to Lessee's business arising from any of the above described acts or causes. Lessor shall not be liable for any personal injury to Lessee, its employees, agents, business invitees, licensees, customers, clients, students, family members, guests or trespassers, including, without limitation, the Carriers, arising from the use, occupancy and condition of the Leased Premises unless such injury is caused by the gross negligence or willful act or failure to act on the part of Lessor or its employees.

b. During the term, Lessee will maintain a policy of commercial general liability insurance insuring Lessor and Lessee against liability arising out of the use, operation or maintenance of the Leased Premises and the installation, repair, maintenance, operation, replacement and removal of the Base Station. The insurance will be maintained for personal injury and property damage liability, adequate to protect Lessor against liability for injury or death of any person in connection with the use, operation and condition of the Leased Premises, and to insure the performance of Lessee's indemnity set forth in Section 10, in an amount not less than TWO MILLION DOLLARS ($2,000,000.00) per occurrence/aggregate. During the term, Lessee shall also maintain workers' compensation and employers' liability insurance, and such other insurance relating to the installation, repair, maintenance, operation, replacement and removal of the Base Station, and the ownership, use, occupancy or maintenance of the Leased Premises as Lessor may reasonably require. The limits of the insurance will not limit the liability of Lessee. The policy shall expressly provide that it is not subject to invalidation of Lessor's interest by reason of any act or omission on the part of Lessee. Lessee will increase the amount of coverage limits required hereunder by ten percent (10%) following the first five (5) years of the initial term of this Lease and at the beginning of each five (5) year extension term thereafter.

c. Insurance carried by Lessee will be with companies acceptable to Lessor, and by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Lessee will deliver to Lessor certificate evidencing the existence and amounts of the insurance. No policy shall be cancelable or subject to reduction of coverage or other modification except after sixty (60) days prior written notice to Lessor. Lessee shall, at least sixty (60) days prior to the expiration of the policies, furnish Lessor with renewals or "binders" for the policies, or Lessor may order the required insurance and charge the cost to Lessee.

d. Lessee will not knowingly do anything or permit anything to be done or any hazardous condition to exist ("Increased Risk") which shall invalidate or cause the cancellation of the insurance policies carried by Lessor or Lessee. If Lessee does or permits any Increased Risk which directly causes an increase in the cost of insurance policies, then Lessee shall reimburse Lessor for additional premiums directly attributable to any act, omission or operation of Lessee causing the increase in the premiums. Payment of additional premiums will not excuse Lessee from termination or removing the Increased Risk unless Lessor agrees in writing. Absent agreement, Lessee shall promptly terminate or remove the Increased Risk.

e. Lessor shall be endorsed to be named as an "additional insured" on Lessee's liability policies.

f. Notwithstanding any provisions herein to the contrary, Lessee waives all rights to recover against Lessor for any loss or damage arising from any cause covered by any insurance required to be carried by Lessee pursuant to this Section 14, or any other insurance actually carried by Lessee. Lessee will require its insurers to issue appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with the Leased Premises.

g. If an "ACCORD" Insurance Certificate form is used by Lessee's insurance agent, the words, "endeavor to" and "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted or crossed out.

h. All insurance required by this Section 14 shall be written by insurers, in such forms, and shall contain such terms, as Lessor may reasonably require.

i. Anything in this Section 14 to the contrary notwithstanding, the insurance coverages required herein may be combined with and satisfied by, other insurance policies maintained by Lessee covering its property and liability risks in the aggregate (so long as such liability coverage includes Lessor as provided for herein). In addition, insurance coverage provided by VaCorp or the Virginia Division of Risk Management shall be deemed to be acceptable to Lessor.

15. HAZARDOUS MATERIALS:

a. Neither Lessee nor any Carrier shall cause or permit any hazardous or toxic wastes, substances or materials (collectively, "Hazardous Materials") to be used, generated, stored or disposed of on, under or about, or transported to or from, the Leased Premises (collectively "Hazardous Materials Activities") without first receiving Lessor's written consent, which may be withheld for any reason whatsoever and which may be revoked at any time, and then only in compliance (which shall be at Lessee's sole cost and expense) with all applicable legal requirements and using all necessary and appropriate precautions. Lessee shall indemnify, defend with counsel acceptable to Lessor and hold Lessor harmless from and against any claims, damages, costs and liabilities, including court costs and legal fees, arising out of Lessee's or

Carrier's Hazardous Materials Activities on, under or about the Leased Premises, regardless of whether or not Lessor has approved Lessee's Hazardous Materials Activities. For the purposes of this Lease, Hazardous Materials shall include but not be limited to oil, radioactive materials, PCBs, and substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601 et seq.; Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 et seq.; and Resources Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq., and those substances defined as "hazardous wastes" in the regulations adopted and publications promulgated pursuant to said laws. Notwithstanding the foregoing, a list of Hazardous Materials and Hazardous Materials Activities preapproved by Lessor is attached hereto as Exhibit B. Prior to conducting any other Hazardous Materials Activities, Lessee shall update such list as necessary for continued accuracy. Lessee shall also provide Lessor with a copy of any Hazardous Materials inventory statement required by any applicable legal requirements. If Lessee's activities violate or create a risk of violation of any legal requirements, Lessee shall cease such activities immediately upon notice from Lessor. Lessor, Lessor's representatives and employees may enter the Leased Premises at any time during the term to inspect Lessee's compliance herewith, and may disclose any violation of legal requirements to any governmental agency with jurisdiction. The provisions of this Section 15 shall survive termination or expiration of the term of this Lease.

b. Lessor acknowledges that Lessee's or the Carriers' equipment cabinets may contain batteries and fuel tanks for back-up power, other sealed batteries, petroleum fuels, engine oil, antifreeze, HVAC refrigerants, fire suppression devices, fluorescent lighting, electrical equipment components and that, provided Lessee's or such Carrier's use of same is in compliance with this provision, the presence of such batteries or fuel tanks and other items does not violate this provision and shall not require any further consent from Lessor if such batteries or fuel tanks and other items comply with all laws, regulations and ordinances relating to Hazardous Materials.

c. Lessee will immediately notify Lessor and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports, or notices relating to the condition of the Leased Premises or compliance with environmental laws. Lessee shall promptly cure and have dismissed with prejudice any of those actions and proceedings to the satisfaction of Lessor. Lessee will keep the Leased Premises free of any lien imposed pursuant to any environmental laws.

d. Lessor shall have the right at all reasonable times and from time to time to conduct environmental audits of the Leased Premises, and Lessee shall cooperate in the conduct of those audits. The audits may be conducted by Lessor or a consultant of Lessor's choosing, and if any Hazardous Materials generated, stored, transported or released by Lessee are detected or if a violation of any of the representations or covenants in this Section 15 is discovered, the fees and expenses of such consultant will be borne by Lessee.

e. If Lessee fails to comply with any of the foregoing representations and covenants, Lessor may cause the removal (or other cleanup acceptable to Lessor) of any Hazardous Materials from the Leased Premises. The costs of removing Hazardous Materials and any other cleanup (including transportation and storage costs) shall be reimbursed by Lessee promptly after

Lessor's demand and will be additional rent under this Lease. Lessee will give Lessor access to the Leased Premises to remove or otherwise clean up any Hazardous Materials. Lessor, however, has no affirmative obligation to remove or otherwise clean-up any Hazardous Materials, and this Lease will not be construed as creating any such obligation.

f. Notwithstanding the foregoing, Lessor represents and warrants that to the best of its knowledge and belief there are no Hazardous Materials on, in or under the Site. Lessor covenants not to bring onto the Leased Premises any Hazardous Materials except in compliance with all applicable law.

16. NO PARTNERSHIP:

Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Lessor and Lessee, or to create any other relationship between the parties hereto other than that of lessor and lessee.

17. NOTICES:

All notices, payments, demands and requests hereunder shall be in writing and shall be deemed to have been properly given five (5) business days after being mailed by the United States Postal Service by First Class, Registered or Certified Mail, postage prepaid, return receipt requested, or one (1) business day after being placed for overnight delivery with a nationally recognized overnight courier, and addressed as follows:

If to Lessor, to:

King William County School Board
18548 King William Rd
King William, VA 23086
Attn: School Superintendent; and

If to Lessee, to:

King William County
180 Horse Landing Rd #4
King William, VA 23086
Attn: County Administrator

or to such other addresses as either of the parties may designate from time to time by giving written notice as herein required.

18. ASSIGNMENT OR SUBLETTING; FINANCING:

a. Lessee shall not transfer or assign this Lease, without Lessor's prior written consent, to any person, corporation, partnership, limited liability company, or other entity. Any such attempted transfer or assignment shall be void *ab initio* and of no force and effect.

b. Lessee may, without Lessor's prior consent, sublease or license space on the Tower or within the Compound to Carriers under and subject to the terms of this Section 18. Specifically, Lessee shall be entitled to sublease or license space on the Tower or in the Compound without Lessor's prior approval provided that (a) the Carrier Sublease shall be in a form utilized by Lessee in the ordinary course of Lessee's business, (b) the sublessee is an Approved Carrier (as defined below), (c) no event of default exists hereunder, (d) the term of the Carrier Sublease does not exceed the term of this Lease and (e) Lessee furnishes Lessor and its counsel with a copy of such sublease within thirty (30) days after execution thereof. Otherwise, any lease, sublease, license or other occupancy agreement with respect to any Site shall be in form approved by Lessor, which approval may be given or withheld in Lessor's sole and absolute discretion. As used herein, the term "Approved Carrier" shall mean a telecommunications service provider licensed by the F.C.C. and any other governmental agencies for which approval is needed to conduct such company's business.

c. The termination of this Lease shall automatically terminate all Carrier Subleases; provided, however, that Lessor agrees that, provided that Lessee has complied with the provisions of Section 18 hereof, upon a termination hereof as a result of Lessee's default hereunder, and the failure by any Mortgagee to either succeed to Lessee's interest hereunder or to enter into a new lease with Lessor acceptable to Lessor, Lessor shall provide such Carrier the opportunity to continue such Carrier's occupancy of the Tower for the unexpired term of the Carrier Sublease (including any renewals) at the same rental rate contained in its Carrier Sublease under terms and conditions required by Lessor in its sole and absolute discretion including, but not limited to, that (i) Carrier is not in default under the Carrier Sublease; (ii) upon request by Lessor, Carrier will provide to Lessor a certified true and correct copy of the Carrier Sublease; (iii) Carrier agrees, in writing, that Lessor shall not be liable for any act or omission of Lessee under the Carrier Sublease; (iv) Carrier executes within thirty days of receipt from Lessor, Lessor's then standard form of license or lease agreement; (v) upon execution of such license or lease agreement, Carrier posts with Lessor a security deposit in the amount of two (2) months' rent under the Carrier Sublease and (vi) Lessor obtains ownership of the Tower.

d. Lessee shall cause the Carriers to comply with, and not violate, the terms and conditions of this Lease. Lessee shall enforce all of the terms and provisions of any Carrier subleases, licenses or other similar documents (each, a "Carrier Sublease"). Without limiting the generality of the foregoing, Lessee shall exercise any or all of its rights and remedies under the Carrier Subleases immediately if requested to do so by Lessor. Lessee shall, at its sole cost and expense, perform all obligations of the landlord under the Carrier Subleases. Lessor shall have no liability whatsoever under the Carrier Subleases.

19. SUBORDINATION:

This Agreement shall be subordinate to any future mortgage, deed of trust, or other security interest (a "Mortgage") by Lessor which from time to time may encumber all or part of the Site, Leased Premises, or any easement or right-of-way; provided, however, as a condition precedent to Lessee being required to subordinate its interest in this Agreement to any future Mortgage covering the Site, Leased Premises, or any easement or right-of-way, Lessor shall obtain for Lessee's benefit a subordination, non-disturbance and attornment agreement.

20. ACCESS AND INSPECTIONS:

Lessor shall have full access to the Leased Premises and the Base Station for operating, repairing, removing, installing and otherwise working with communications equipment owned by Lessor or any third party permitted to use the Base Station pursuant to this Lease with the exception of Lessee's or Carriers' equipment and antennas. In addition, Lessee shall allow Lessor, upon prior notification to Lessee and with an escort by an agent of Lessee or without notice in the event of any emergency, to enter the Leased Premises or any part thereof at any reasonable time and in a manner so as not to interfere more than reasonably necessary with Lessee's use of the Base Station, for the purpose of inspecting the Leased Premises. In the event of an emergency whereby Lessor enters the Leased Premises, Lessor shall give notice to Lessee of such entry immediately following such emergency. Lessee shall at all times provide Lessor copies of all keys needed to unlock all of the gates and locks to the fences in the Leased Premises.

21. QUIET ENJOYMENT:

Lessee shall be entitled to use and occupy the Leased Premises during the term hereof for the purposes herein permitted and subject to the terms and conditions herein contained, without molestation or interference by Lessor.

22. DAMAGE AND DESTRUCTION:

a. If the Leased Premises or the Base Station are damaged or destroyed by reason of fire or any other cause, or if damage to the Leased Premises or the Base Station causes damage to portions of the Site or other property of Lessor, Lessee will immediately notify Lessor and will promptly repair or rebuild the Base Station, incidental improvements, and other damage to Lessor's property to its condition immediately prior to such damage, at Lessee's expense.

b. Monthly rent and additional rent will not abate pending the repairs or rebuilding except to the extent to which Lessor receives a net sum as proceeds of any rental insurance, or continues to receive income from Carrier Subleases.

c. If at any time the Leased Premises or Base Station are so damaged by fire or otherwise that the cost of restoration exceeds fifty percent (50%) of the replacement value of the Base Station immediately prior to the damage, Lessee may, within thirty (30) days after such damage, give notice of its election to terminate this Lease and, subject to the further provisions of this Section 21, this Lease will cease on the tenth (10th) day after the delivery of that notice. Monthly rent will be apportioned and paid to the time of termination. If this Lease is so terminated, Lessee will have no obligation to repair or rebuild. Notwithstanding the foregoing, if Lessee elects to terminate this Lease, Lessee shall be required to comply with the provisions of Section 4b with respect removing and dismantling each component of the Base Station and returning the Leased Premises to the condition stated in such section.

23. CONDEMNATION:

If all or any part of the Leased Premises is taken by eminent domain or sale in lieu thereof, and if said taking or sale renders the Leased Premises unusable for its intended purpose hereunder, then, at Lessor's or Lessee's option, this Lease may be terminated upon sixty (60) days prior written notice to the other party and there will be no further payment of rents except that which may have been due and payable at the time of said taking or sale. In the event of a partial taking or sale and Lessee, subject to mutual agreement with Lessor, wishes to maintain its operation, Lessee may continue to use and occupy the Compound and Leased Premises under the terms and conditions hereunder, provided Lessor's and Lessee's obligations under this Lease are not otherwise altered, and provided Lessee, at its sole cost, restores so much of the Base Station and Leased Premises as remains to a condition substantially suitable for the purposes for which it was used immediately before the taking. Upon the completion of restoration, Lessor shall pay Lessee the lesser of the net award made to Lessor on account of the taking (after deducting from the total award attorneys', appraisers', and other costs incurred in connection with obtaining the award), or Lessee's actual out-of-pocket cost of restoring the Leased Premises, and Lessor shall keep the balance of the net award. In connection with any taking subject to this Section, Lessee may prosecute its own claim, by separate proceedings against the condemning authority for damages legally due to it (such as the loss of fixtures which Lessee was entitled to remove and moving expenses) only so long as Lessee's award does not diminish or otherwise adversely affect Lessor's award.

24. SALE OF SITE:

Any sale by Lessor of all or part of the Leased Premises to a purchaser other than Lessee shall be under and subject to this Lease and Lessee's right hereunder. Lessor shall be released from its obligations under this Lease in the event of a sale and the assignee assumes Lessor's obligations hereunder (including the recognition of Lessee's rights hereunder). Notwithstanding the foregoing, Lessor shall not sell the portion of the Site that includes the Leased Premises or assign this Lease to any tower company that is in direct competition with Lessee, any ground lease aggregator or any lease buyout company in the business of constructing commuication towers, purchasing land on which towers are located or purchasing leasehold interest in property on which towers are located. If Lessor breaches this Section 23, Lessee shall have the right to pursue any and all remedies available to Lessee hereunder or under applicable law including, without limitation, injunctive relief.

25. GOVERNING LAW:

The execution, performance and enforcement of this Lease shall be governed by the laws of the Commonwealth of Virginia without application of conflicts of law principles. Jurisdiction and venue for any legal proceeding involving this Lease shall lie in the Circuit Court of King William County and all such proceedings shall be brought only in such Court.

26. MISCELLANEOUS:

The invalidation of any one of the terms or provisions of this Lease by judgment or court order shall in no way affect any of the other terms of this Lease which shall remain in full force and effect. This Lease may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. Lessor and

Lessee agree to execute any additional documents necessary to further implement the purposes and intent of this Lease. Time is of the essence with respect to each provision of this Lease.

27. BINDING EFFECT:

This Lease shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

28. LESSOR'S RIGHT TO PERFORM:

If Lessee fails to perform any obligations under this Lease, Lessor shall be entitled, but shall not be obligated, to perform any or all of such obligations and any cost of performing same shall be payable by Lessee to Lessor upon written demand as additional rent hereunder.

29. HOLDING OVER:

If Lessee remains in possession of the Leased Premises after the end of this Lease, Lessee will occupy the Leased Premises as a lessee from month to month, subject to all conditions, provisions, and obligations of this Lease in effect on the last day of the term. In case of such a holdover, the rent during such holdover period shall be increased by one hundred percent (100%) from the average amount of monthly rent due in the immediately preceding twelve (12) month period.

30. ESTOPPEL CERTIFICATES:

Within no more than two weeks after written request by either party, the other will execute, acknowledge, and deliver a certificate stating:

a. that the Lease is unmodified and in full force and effect, or, if this Lease is modified, the way in which it is modified accompanied by a copy of the modification agreement;

b. the date to which rental and other sums payable under this Lease have been paid;

c. that no notice has been received of any default which has not been cured, or, if the default has not been cured, what such party intends to do in order to effect the cure, and when it will do so;

d. (if from Lessee) that Lessee has accepted and occupied the Leased Premises;

e. (if from Lessee) that Lessee has no claim or offset against Lessor, or, if it does, stating the date of the assignment and assignee (if known to Lessee); and

f. other factual matters as may be reasonably requested.

Any certificate may be relied upon by any prospective purchaser, lender or other person with a bona fide interest in the Leased Premises.

31. NO WAIVER:

No waiver of any condition or agreement in this Lease by either Lessor or Lessee will imply or constitute a further waiver by such party of the same or any other condition or agreement. No act or thing done by Lessor during the term of this Lease will be deemed an acceptance of surrender of the Leased Premises, and no agreement to accept the surrender will be valid unless in writing signed by Lessor. The delivery of Lessee's keys to Lessor will not constitute a termination of this Lease unless Lessor has entered into a written agreement to that effect. No payment by Lessee, or receipt from Lessor, of a lesser amount than the rent or other charges stipulated in this Lease will be deemed to be anything other than a payment on account of the earliest stipulated rent. No endorsement or statement on any check or any letter accompanying any check or payment as rent will be deemed an accord and satisfaction. Lessor will accept the check for payment without prejudice to Lessor's right to recover the balance of the rent or to pursue any other remedy available to Lessor.

32. AUTHORITY:

Each of the persons executing this Lease on behalf of a party warrants to the other party that he is authorized to do so and the entity for which he signs has full right and authority to enter into this Lease.

33. LIMITED LIABILITY:

Lessee's sole recourse against Lessor, and any successor to the interest of Lessor in the Leased Premises, is to the interest of Lessor, and any successor, in the Leased Premises for the term of the Lease. Lessee will not have any right to satisfy any judgment which it may have against Lessor, or any successor, from any other assets of Lessor, or any successor, or from any of Lessor's board members, staff, officers, agents, servants, employees, volunteers, business invitees, customers, or guests. In no event shall Lessor be liable for consequential or punitive damages, economic losses or losses derived from future expected revenues. The provisions of this Section 33 are not intended to limit Lessee's right to seek injunctive relief or specific performance.

34. RECORDATION:

Lessee may record, at Lessee's expense, a memorandum or short form hereof in the form attached hereto as Exhibit C.

35. CONFLICTS:

In the event of any conflict between the terms and provisions of this Lease and any other prior agreement between the parties, this Lease shall control.

36. ENTIRE AGREEMENT

This Lease plus the Exhibits hereto contain the entire agreement between the parties and may not be amended, altered or otherwise changed except by a subsequent writing signed by the parties to this Lease.

[Signatures contained on following page.]

IN WITNESS WHEREOF, the parties hereto executed this Lease as of the date first written above.

LESSOR:

KING WILLIAM COUNTY SCHOOL BOARD

By:____________________________ (SEAL)
Name:__________________________
Its:____________________________

LESSEE:

KING WILLIAM COUNTY

By:____________________________ (SEAL)
Name:__________________________
Its:____________________________

EXHIBIT A

Location of Leased Premises

EXHIBIT A-1

Bill of Sale

EXHIBIT B

Hazardous Materials

- Lead acid batteries
- Diesel or propane emergency power generator(s) with fuel tank(s)
- Sealed batteries
- Petroleum fuels
- Engine oil
- Antifreeze
- HVAC refrigerants
- Fire suppression devices
- Fluorescent lighting
- Electrical equipment components

EXHIBIT C

Memorandum of Lease

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is entered into as of the 23 day of August, 2021, by and between KING WILLIAM COUNTY, a political subdivision of the Commonwealth of Virginia ("Lessee"), and KING WILLIAM COUNTY SCHOOL BOARD, a body corporate and politic ("Lessor").

RECITALS:

A. Lessor and Lessee are parties to a Real Property Lease Agreement, dated August 23, 2023 (the "Lease"), pursuant to which Lessor has leased to Lessee certain real property in King William County, Virginia described in Exhibit "A" attached hereto (the "Leased Premises").

B. Lessee is the owner of that certain communications tower and related equipment located on the Leased Premises as evidenced by that certain Bill of Sale from Hampton Roads Educational Telecommunications Association Inc. DBA WHRO, a Virginia corporation, a copy of which is attached hereto as Exhibit "B" and a part hereof.

C. Lessor and Lessee wish to enter into this Memorandum of Lease.

NOW, THEREFORE, in consideration of the premises, the sum of Five Dollars ($5.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby provide notice as follows:

1. The name of the Lessor under the Lease is King William County School Board.

2. The name of the Lessee under the Lease is King William County, Virginia.

3. The address of Lessor, as stated in the Lease, is 18548 King William Rd, King William, VA 23086. The address of Lessee, as stated in the Lease, is 180 Horse Landing Rd, King William, VA 23086.

4. The Leased Premises, as described in the Lease, consists of a portion of the property owned by the Lessor located at 86 Cavalier Dr., King William VA 23086.

5. The term of the Lease is thirty (30) years. The date of commencement of the term of the Lease was August 23, 2021, and the date of termination of the term of the Lease is August 23, 2051 (30) years thereafter, subject to any applicable renewal period.

6. Provided Lessee is not in default under the Lease beyond any applicable cure period, Lessee may renew the Lease for three (3) thirty-year renewal periods, to commence at the end of the initial term of the Lease. Accordingly, the latest date to which the term of the Lease may be extended is August 23, 2141.

7. Lessor may provide notice of the earlier termination of the Lease by certifying as to such termination of Lease by recording a memorandum of the same with an affidavit signed by Lessor's Superintendent or Board Chairman attached thereto. Lessee's signature to such memorandum shall not be required for it to be effective and all third parties shall be entitled to rely upon such memorandum.

IN WITNESS WHEREOF, the undersigned have duly executed this Memorandum of Lease under seal as of the date first written above.

LESSOR:

KING WILLIAM COUNTY SCHOOL BOARD

By:____________________________ (SEAL)
Name:__________________________
Its:____________________________

LESSEE:

KING WILLIAM COUNTY

By:____________________________ (SEAL)
Name:__________________________
Its:____________________________

Exhibit A to Memorandum of Lease

Sketch Showing Location of Leased Premises

Exhibit B to Memorandum of Lease

Bill of Sale from WHRO

BILL OF SALE

THIS BILL OF SALE ("Bill of Sale") is made effective as of the **12Th** day of **June**, 2020 by **Hampton Roads Educational Telecommunications Association Inc. DBA WHRO,** a Virginia corporation ("Seller"), to and for the benefit of the **County of King William,** a political subdivision of the Commonwealth of Virginia, and its successors and assigns (the "County").

A. Seller is the owner of certain tangible personal property and improvements to real estate consisting of a 370 feet tall guyed tower with two dish antennae located on a concrete platform, together with a concrete building, generator and other facilities and equipment related to the operation of the tower and antennae, all of which is situated on real property owned by the King William County School Board bearing tax map number 28-63 and commonly known as King William High School (collectively, the "Property")

B. Seller no longer has any use for the Property and has offered to convey the same to the County, and the County has accepted such offer and the ownership of the Property as evidenced by the execution and acceptance of this Bill of Sale by Seller and the County.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual benefits to the parties from entering into this agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows.

1. Conveyance. Seller, subject to the matters described herein, hereby grants, bargains, sells, assigns, transfers, sets over and delivers to the Purchaser all of the right, title and interest of the Seller in and to the Property. SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE AS TO ANY ITEM OF THE PROPERTY CONVEYED HEREUNDER. PURCHASER HAS MADE AND RELIED UPON ITS OWN INSPECTION OF THE PROPERTY AND ACCEPTS IT IN "AS IS, WHERE IS" CONDITION.

2. Miscellaneous. Seller represents and warrants that it is the sole owner of the Property free and clear of all liens and encumbrances, that it has the unfettered right to convey the Property to the County pursuant to this Bill of Sale, and that the individual executing this Bill of Sale on behalf of Seller is authorized to do so. This Bill of Sale shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns. This Bill of Sale may be executed in one or more counterparts, each of which will be an original, but all of which together shall constitute one and the same instrument. Virginia law, excluding principles of conflicts of laws, shall govern the interpretation and enforcement of this Bill of Sale.

[*The remainder of this page is intentionally left blank.*
Signatures appear on the following page.]

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first above written.

SELLER:

HAMPTON ROADS EDUCATIONAL TELECOMMUNICATIONS ASSOCIATION INC. DBA WHRO, a Virginia corporation

By: ______________________ (SEAL)

COMMONWEALTH OF VIRGINIA
CITY OF **Norfolk**, to-wit;

The foregoing instrument was acknowledged before me this 12th day of June, 2020, by **Chris G. Gunnufsen**, as **Vice President of Technology** of Hampton Roads Educational Telecommunications Association Inc. DBA WHRO, on its behalf.

Rhonda G Hayes
Notary Public

My Commission Expires: June 30, 2020

My Registration No.: 214395

[Affix Seal]

RHONDA G. HAYES
COMMONWEALTH
REGISTRATION NO. 214395
MY COMM. EXPIRES 06/30/2020
OF VIRGINIA
NOTARY PUBLIC

The County of King William hereby accepts the Property and has executed this Bill of Sale to acknowledge such acceptance on the conditions set forth in the Bill of Sale.

COUNTY OF KING WILLIAM
a political subdivision of the Commonwealth of Virginia

Commission Expires: 8/31/2023
Reg. No. # 276049

By: ______________________ (SEAL)
County Administrator

BETTY B. BROOKS
MY COMMISSION EXPIRES
COMMONWEALTH OF VIRGINIA
COMMISSION # 276049
NOTARY PUBLIC

AGENDA ITEM 10.d.

Reassessment Oversight Strategy - Steve Hudgins, Interim County Administrator

King William County
Est. 1702

Board of Supervisors

Interim County Administrator
Steven G. Hudgins

William L. Hodges, First District
Travis J. Moskalski, Second District
Stephen K. Greenwood, Third District
C. Stewart Garber, Jr., Fourth District
Edwin H. Moren, Jr., Fifth District

DATE: August 23, 2021

TO: King William County Board of Supervisors

FROM: Steve Hudgins, Interim County Administrator

SUBJECT: 2023 Real Estate Reassessment Oversight Strategy

REQUEST FOR ACTION

Staff would like direction from the Board of Supervisors on the preferred method of oversight and administration of the upcoming real estate reassessment for King William County.

SUMMARY

Options for citizen engagement and oversight of the reassessment include the utilization of a Board of Assessors which would give authority over the reassessment, and ultimately final land values, to a board of citizens appointed by the Board of Supervisors, as delineated in the Code of Virginia §58.1-3271 (see attached). Alternatively, a citizen advisory committee may be formed, also appointed by the Board of Supervisors (see attached Code §15.2-1411), which would be a tool for citizen engagement and communication, but which would have no authority over the reassessment or land values. A potential scope of roles and responsibilities for these options is as follows:

Option 1: Board of Assessors (BOA)

- BOA maintains full authority over the reassessment work and contractor.
- BOA maintains full authority over land values. Discrepancies would be brought to the Board of Equalization.
- BOA is available to the public to listen to concerns and communicate to contractor and staff, holding public meetings as required.
- BOA reports progress regularly to the Board of Supervisors.
- BOA holds informal hearings after notices are sent to the citizens; may change values.

Interim County Administrator
Steven G. Hudgins

William L. Hodges, First District
Travis J. Moskalski, Second District
Stephen K. Greenwood, Third District
C. Stewart Garber, Jr., Fourth District
Edwin H. Moren, Jr., Fifth District

- BOA signs land book. (Contractor may sign land book if County so desires)
- Contractor performs reassessment of real property and provides work to the BOA.
- Contractor staffs an office in the County administration building and is available to the public throughout.
- Contractor provides monthly and bi-monthly updates to County administration, COR, and the BOA.
- Contractor attends BOA informal hearings and Board of Equalization hearings to defend and explain.
- Commissioner of the Revenue (COR)/County provide contract administration, staff support, and supporting documents and records.

Option 2: Reassessment Advisory Committee (RAC)

- RAC supports the County/COR staff, providing advise on contract administration and quality control through regular progress meetings.
- RAC is available to the public to listen to concerns and communicate to staff.
- RAC reports progress regularly to the Board of Supervisors.
- Contractor performs reassessment of real property.
- Contractor staffs an office in the admin building and is available to the public throughout.
- Contractor provides monthly and bi-monthly updates to County administration, COR, and RAC.
- Contractor holds informal hearings.
- Contractor signs land book.
- COR/County provide contract administration, staff support, and supporting documents and records.

Contract Administrator

Further guidance is requested of the Board in naming the contract administrator of the reassessment. The contract administrator serves as the point of contact between the contractor, staff, and the BOA/RAC, gives direction to staff working on reassessment activities, provides direction to the contractor as necessary, and provides general oversight. The contract administrator must have relevant real property knowledge and access to real property information. In many localities, the COR serves as the contract administrator as County responsibilities for the reassessment fall mainly to that office.

King William County
Est. 1702

Board of Supervisors

Interim County Administrator
Steven G. Hudgins

William L. Hodges, First District
Travis J. Moskalski, Second District
Stephen K. Greenwood, Third District
C. Stewart Garber, Jr., Fourth District
Edwin H. Moren, Jr., Fifth District

Future In-House Assessor

The County's FY2022 Budget included two positions in the COR's office to handle duties associated with the reassessment. Looking to what may be best for the future of reassessments in the county, is it the Board's desire that one of these positions work closely with the chosen assessor in an effort to become the County's in-house assessor for future reassessments?

Direction is requested now as one of the positions has not yet been hired. The greatest advantage of an in-house assessor is that assessments may be performed much more often (every two years), and by someone invested in and held accountable by the community ensuring accuracy. More frequent reassessments means our real estate ratio will remain at or near 100%, and changes in assessed value will be much more gradual.

BACKGROUND

On March 8, 2021, the King William County Board of Supervisors voted to cancel the 2021 reassessment and work towards a new reassessment to be implemented in 2023 (see attached Ordinance 02-21). After the failure of the 2021 reassessment by Bright Minds, the King William County Board of Supervisors has expressed its desire for better oversight and citizen engagement through the use of a citizen board or committee.

ATTACHMENTS

- Code of Virginia §58.1-3271
- Code of Virginia §15.2-1411
- King William County Ordinance 02-21

180 Horse Landing Road #4 ● King William, Virginia 23086
804-769-4927 ● fax: 804-769-4964
www.kingwilliamcounty.us

§ 58.1-3271. Appointment of board of assessors and real estate appraiser or board of equalization in counties and cities

A. In the event the commissioner of revenue, pursuant to the provisions of § 58.1-3270, will not consent to make an annual or biennial assessment and equalization of real estate for local taxation in any county or city, the governing body thereof may appoint a board of real estate assessors consisting of three members, who shall be initially appointed as follows: one for a term of one year, one for a term of two years and one for a term of three years. As the terms of the initial appointees expire, their successors shall be appointed for terms of three years each. The compensation of the members of the board shall be fixed by the governing body, who shall also provide necessary clerical and other assistance to the board. The board shall assess all real estate within the county or city on an annual or biennial basis and transfer such assessment to the commissioner of revenue. Prior to transferring the final assessment to the commissioner of the revenue, the board shall give any real property owner whose property has been assessed an opportunity to be heard.

B. The governing body of any such county or city may appoint a real estate appraiser either (i) an employee who qualified by the Department or (ii) an independent contractor who holds a valid certification issued by the Department to perform the actual function of determining value for real estate in the county or city for use by the board of assessors. Such appraiser may serve in lieu of the board of assessors provided for in subsection A, in which event he shall assess all real estate within the county or city on an annual or biennial basis and transfer such assessment to the commissioner of the revenue. In the event such appraiser is in addition to the board of assessors, he shall assemble information concerning real property in the county or city at the request of such board of real estate assessors and prepare and preserve all records of the board including the minutes of its meetings. The appraiser's compensation shall be fixed by the governing body.

Code 1950, §§ 58-769.3, 58-776.3, 58-788; 1950, p. 701; 1968, c. 631; 1979, c. 577; 1984, c. 675; 2008, c. 540.

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

§ 15.2-1411. Appointment of advisory boards, committees and commissions; compensation and reimbursement of expenses

The governing body of any locality may appoint such advisory boards, committees, and commissions as it deems necessary to advise the governing body with regard to any matter of concern to the locality. Members shall be appointed to serve at the pleasure of the governing body.

The governing body may provide for (i) reimbursement of the actual expenses incurred by members while serving on such advisory boards, committees, and commissions and (ii) compensation to members for their services for attendance at regularly scheduled meetings, and for training in an amount determined appropriate by the governing body from available funds.

1981, c. 254, § 15.1-33.2; 1993, c. 894; 1994, c. 165;1997, c. 587; 2002, c. 27;2005, cc. 740, 879.

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

County of King William, Virginia

Board of Supervisors

ORDINANCE 02-21
AN ORDINANCE TO AMEND SECTION 7-45 OF THE KING WILLIAM COUNTY CODE AND REPEAL ORDINANCES 9-20 AND 21-17

WHEREAS, Section 70-44 of the King William Ordinances provides that the County shall undertake a real property assessment every four years beginning January 1, 2015; and

WHEREAS, the Board of Supervisors of King William County (the "Board") extended the four-year general reassessment cycle to six years in October of 2017; and

WHEREAS, in October of 2020, the Board passed Ordinance 9-20, which required general reassessments every two years starting January 1, 2023; and

WHEREAS, the Board believes it is appropriate to revert back to its 2015 assessment due to implementation issues with the 2021 general reassessment; and

WHEREAS, the Board finds that it is reasonable and realistic to cancel the reassessment effective January 1, 2021 and establish January 1, 2023 as the effective date of the next reassessment in order to resolve the implementation issues and allow for thorough research, deliberation, and implementation of the next general reassessment; and

WHEREAS, the Board is motivated to build community confidence and trust in the next reassessment; and

WHEREAS, accordingly, the Board wishes to rescind Ordinance 9-20, passed on October 26, 2020; and

WHEREAS, accordingly, the Board also wishes to rescind Ordinance 21-17, passed on October 23, 2017.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED, that the Board of Supervisors of King William County, Virginia, does this March 8, 2021, establish January 1, 2023 as the effective date of the next general reassessment for King William County in the place of the January 1, 2015 general reassessment and schedule established by Section 70-45 of the King William County Code by amending the King William Ordinance Sec. 70-45 as follows:

Sec. 70-45. - Four-year assessment and equalization cycle.

There shall be a general reassessment and equalization of assessments of all real property in the county on a four-year cycle, with the next such general reassessment being effective on January 1, 2023, and with subsequent general reassessments being effective every fourth year thereafter.

* * * * *

Ordinance 9-20, effective on January 1, 2023, is hereby repealed and of no legal effect.

* * * * *

Ordinance 21-17, effective on January 1, 2021, is hereby repealed and of no legal effect.

DONE this the 8th day of March, 2021.

The vote on the foregoing was as follows:

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

ATTEST:

Travis J. Moskalski, Chairman
King William County Board of Supervisors

Olivia S. Lawrence
Clerk of the Board of Supervisors

AGENDA ITEM 10.e.

Resolution 21-64 - Budget Amendment - King William County Public Schools Approval for Use of School Reserve Funds - Steve Hudgins, Interim County Administrator

King William County Public Schools

P.O. Box 185
18548 King William Road
King William, Virginia 23086

Phone
(804) 769-3434
(804) 644-4803 – Richmond

Fax
(804) 769-3312

TO: King William County Board of Supervisors
Steve Hudgins, Interim County Administrator

FROM: Dr. David O. White, Superintendent
Staci Longest, Director of Finance

SUBJECT: Approval for use of School Reserve Funds

DATE: July 27, 2021

We would like to request the following funds be used immediately to commit to needs we have put off for years:

1. AES Kitchen Roof and Front Canopy Entrance Roof $19,750

   While completing the summer roofing project at AES on the Courtyard classroom roofs, it was determined that the kitchen and front roof had extensive issues as it was also 30 year old roofing. KWCPS would like to pull $19,750 from the School Reserve Fund account to complete this work as soon as possible. Without timely repairs, the possibility of additional damage to the building may occur.

2. KWHS grease Interceptor (additional funding) $9,685

   Resolution 21-13 provided funding from the School Reserve Fund to Capital for the grease interceptor at KWHS. The formal quote as provided by Millers was not accepted by HRSD as they made changes to the tank specifications which increased the price by $9,685.

Total Funding request: $29,435

RESOLUTION 21-64

BUDGET AMENDMENT – KING WILLIAM COUNTY PUBLIC SCHOOLS

APPROVAL FOR USE OF SCHOOL RESERVE FUNDS

WHEREAS, while completing the summer roofing project at AES on the Courtyard classroom roofs, it was determined that the kitchen and front roof had extensive issues as it was also 30 year old roofing and without timely repairs in the amount of $19,750, the possibility of additional damage to the building may occur; and

WHEREAS, Resolution 21-13 provided funding ($11,295.00) from the School Reserve Fund to Capital for the grease interceptor at KWHS which will incur an additional cost of $9,685 because the formal quote as provided by Millers was not accepted by HRSD as they made changes to the tank specifications; and

WHEREAS, the Board of Supervisors wishes to approve the use of King William County Public Schools' School Reserve Funds for the above stated purposes in the amount of $29,435.00;

NOW THEREFORE, BE IT RESOLVED BY the King William County Board of Supervisors that $29,435.00 from the KWCPS Reserve Fund is hereby approved and is directed to be transferred to the KWCPS Capital Fund for the above stated purposes.

DONE this 23rd day of August, 2021.

AGENDA ITEM 10.f.

Resolution 21-65 - Setting the Personal Property Tax Relief Percentage for the Personal Property 2021 Billing in Accordance with the 2004-2005 Changes to the Personal Property Tax Relief Act of 1998 - Karena L. Funkhouser, Commissioner of Revenue

King William County
Est. 1702

TO: Board of Supervisors

CC: Steve Hudgins, Interim County Administrator

FROM: Karena L. Funkhouser, Commissioner of the Revenue

DATE: August 17, 2021

SUBJECT: New Construction Bills & Setting the PPTRA Rate

After nearly a month of waiting for the new software to be fixed, my office was finally able to issue 95 supplemental real estate tax bills for new construction. The amount added to the land book for new construction was $15,675,900. Bills totaling $101,938 will be mailed on September 1st with a due date of December 5, 2021.

Since 2006, King William County's share of the $950 million allocated by the State for the Personal Property Tax Relief Act (PPTRA) is $1,204,130.73. This share is used to offset the amount of relief the Board approves when it sets the County's PPTRA relief rate.

In 2020, based on the value of assessed motorcycles, cars, truck and vans, the former Commissioner of the Revenue calculated the percentage for PPTRA relief at 30%. The Board of Supervisors voted to set the rate at 35%. At the 35% rate, the amount of PPTRA relief provided was $1,366,943 which was $162,813 more than the State's offsetting share.

Since 2020 in the County and the Town, the number of motorcycles, cars, trucks and vans has increased by 819. From 2020 to 2021, the total assessed values of these items increased from $137,960,415 to $159,766,589, a 13.6% increase. Vehicles used for business do not qualify for PPTRA and are not included in the PPTRA percentage calculations. The assessed value of vehicles that do not qualify for PPTRA is $21,303,225. Also, only the first $20,000 in value is eligible for PPTRA. The total value of all personal property increased from $349,978,600 to $381,467,700. This amount includes boats, business personal property, mobile homes, RVs and machinery and tools. Machinery and tools increased by $5.1m and the value of trucks increased by over $16m.

Based on the King William's PPTRA allocation from the State, I calculated the PPTRA rate at 30%. Please see attached PPTRA allocation model.

If the Board choses to keep the rate at 35%, the amount of PPTRA relief provided will be $1,415,178 which is $211,048 more than the State's share.

RESOLUTION 21-65

SETTING THE PERSONAL PROPERTY TAX RELIEF PERCENTAGE FOR THE PERSONAL PROPERTY 2021 BILLING IN ACCORDANCE WITH THE 2004-2005 CHANGES TO THE PERSONAL PROPERTY TAX RELIEF ACT OF 1998

WHEREAS, the Personal Property Tax Relief Act of 1998, Virginia Code 58.1-3523, et seq. ("PPTRA"), has been substantially modified by the enactment of Chapter 1 of the Acts of Assembly, 2004 Special Session 1 (Senate Bill 5005), and the provisions of Item 503 of Chapter 951 of the 2005 Acts of Assembly (the 2005 revisions to the 2004-2006 Appropriations Act, hereinafter cited as the "2005 Appropriations Act"); and

WHEREAS, the Board of Supervisors (hereinafter Board) adopted King William County Code Sections 70-149 and 70-150 on December 12th 2005 implementing the 2004- 2005 changes to the Personal Property Tax Relief Act of 1998, in response to these legislative enactments; and

WHEREAS, such County Code sections provide that the Board shall annually set the rate of tax relief on qualifying vehicles at a level that is anticipated to fully exhaust tax relief funds provided to the County by the Commonwealth; and

WHEREAS, County Code Section 70-150 provides that personal property tax relief shall be applied so as to eliminate personal property taxation on qualifying vehicles with an assessed value of One Thousand Dollars ($1,000.00) or less; and

WHEREAS, the County Treasurer has received the amount of relief in the County's block grant from the Commonwealth, and made a projection based upon the County's historical growth in personal property tax values of the level necessary to fully exhaust the PPTRA relief fund provided to the County by the Commonwealth, as called for in the ordinance; and

WHEREAS, it is necessary for this Board to establish the allocation of tax relief for the first Twenty Thousand Dollars ($20,000.00) in assessed value of other qualifying vehicles; and

WHEREAS, this Board has been informed that for the 2021 calendar year, the remaining relief funds available will be $211,048.00 less than the relief provided by a reduction of Thirty Five Percent (35%) in the tax bill of such qualifying vehicles valued at greater than $1,000;

NOW THEREFORE BE IT RESOLVED, this 23rd day of August, 2021, that for Calendar Year 2021, qualifying vehicles with assessed values of more than One Thousand Dollars ($1,000.00) shall have their tax computed by reducing the amount otherwise owed on the first Twenty Thousand Dollars ($20,000.00) of assessed value of such qualifying vehicle by a dollar amount equal to Thirty Five Percent (35%) of the amount otherwise owed.

DONE this the 23rd day of August, 2021.

AGENDA ITEM 10.g.

Changing the Due Date for Tangible Personal Property, Etc. Tax Payments by Residents of King William County, Virginia - Mary Sue Bancroft, Treasurer

KING WILLIAM COUNTY

FOUNDED 1702 IN VIRGINIA P. O. BOX 156 • KING WILLIAM, VIRGINIA 23086

MARY SUE BANCROFT
County Treasurer

Telephone
(804) 769-4931
treasurer@kingwitliamcounty.us

August 10, 2021

To: King William County Board of Supervisors
Steve Hudgins, Interim County Administrator

From: Mary Sue Bancroft, Treasurer

Subject: 2021 PPTX Date Change

I would like to request the following change to the current Personal Property Due Date in King William County, Virginia.

1. Change the current December 5^{th} due date to January 15. Instead of payments being December 6, 2021 (5^{th} is a Sunday) the due date would move to January 17, 2022 (15^{th} is on a Saturday.

This change will assist citizens in satisfying their tax obligations at a better time of the year. Given 2^{nd} half Real Estate Taxes are due the same time as the current PPTX date. Some citizens receive bonuses at the end of the year which could help as well. And most citizens who receive paychecks will receive one or more between December 5 and January 15.

Exhibit A outlines the revenue and expenditures for the County during the fiscal year for 2020 and 2021 to date. The change in date should not affect those items.

Mary Sue Bancroft

KING WILLIAM COUNTY

C&F COUNTY BANK ACCOUNTS

EXHIBIT A

	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
BALANCES												
FY2021												
Operating	4,637,510.00	4,544,800.00	4,903,200.00	5,535,910.00	6,584,305.00	6,721,210.00	5,815,670.00	6,748,080.00	5,675,745.00	5,485,835.00	5,913,480.00	8,034,350.00
Investment Sweep	3,174,203.23	2,840,707.72	3,803,982.27	2,692,857.68	6,278,478.74	9,045,729.23	7,807,062.11	6,308,298.66	6,502,012.07	4,739,370.66	4,869,705.33	6,819,376.00
Money Market	4,105,239.55	4,107,505.87	2,108,850.36	2,109,803.68	2,110,789.22	2,111,775.22	2,112,698.04	2,113,589.42	2,114,640.42	2,115,596.35	2,116,488.96	2,117,541.41
	11,916,952.78	11,493,013.59	10,816,032.63	10,338,571.36	14,973,572.96	17,878,714.45	15,735,430.15	15,169,968.08	14,292,397.49	12,340,802.01	12,899,674.29	16,971,267.41
Montly Expenditures Paid Out												
Schools	490,051.07	725,807.00	854,736.45	1,232,283.98	1,239,465.85	1,201,433.54	985,856.46	685,075.00	1,086,058.15	998,480.00	770,298.84	1,570,856.16
County	2,962,345.99	1,922,519.82	1,076,119.22	1,983,008.57	1,058,826.01	2,547,294.17	1,943,941.20	1,380,712.88	1,408,480.04	3,426,007.89	1,757,854.00	2,740,139.06
	3,452,397.06	2,648,326.82	1,930,855.67	3,215,292.55	2,298,291.86	3,748,727.71	2,929,797.66	2,065,787.88	2,494,538.19	4,424,487.89	2,528,152.84	4,310,995.22
FY2020												
Operating	3,183,500.00	3,080,250.00	3,899,702.00	4,735,100.00	4,735,100.00	4,524,550.00	4,167,100.00	4,470,115.00	4,191,560.00	6,197,790.00	6,312,945.00	5,851,100.00
Investment Sweep	2,443,094.54	2,153,501.30	2,011,075.14	979,707.20	2,979,996.30	4,639,120.18	3,252,492.80	2,762,939.44	1,873,952.54	3,594,930.96	4,724,575.57	2,340,982.11
Money Market	2,952,523.09	1,957,474.44	1,060,050.55	1,061,941.22	3,064,718.57	6,073,304.17	6,082,330.93	6,090,496.25	6,096,369.82	1,098,826.57	1,099,481.35	6,101,977.77
	8,579,117.63	7,191,225.74	6,970,827.69	6,776,748.42	10,779,814.87	15,236,974.35	13,501,923.73	13,323,550.69	12,161,882.36	10,891,547.53	12,137,001.92	14,294,059.88
Montly Expenditures Paid Out												
SCHOOLS	1,774,201.43	851,581.55	744,092.05	790,843.10	1,347,293.22	293,961.32	483,142.00	589,119.77	898,262.30	1,148,965.00	897,895.90	725,255.15
COUNTY	3,544,093.18	1,205,999.84	1,933,319.00	1,654,361.68	948,663.05	1,383,002.24	2,448,031.93	1,540,982.37	1,597,941.30	2,687,952.38	1,584,158.66	1,622,002.67
	5,318,294.61	2,057,581.39	2,677,411.05	2,445,204.78	2,295,956.27	1,676,963.56	2,931,173.93	2,130,102.14	2,496,203.60	3,836,917.38	2,482,054.56	2,347,257.82

Per CAFR

Unassigned Fund Balance		
FY 10	1,761,923	
FY 11	1,542,611	
FY 12	3,169,372	
FY 13	2,614,804	
FY 14	4,742,615	
FY 15	6,365,262	
FY 16	8,645,161	
FY 17	10,065,487	
FY 18	10,853,502	
FY 19	6,119,501	2 million debt service pay offs & 2 million to CIP
FY 20	6,364,785	

AGENDA ITEM 10.h.

Resolution 21-67 - Budget Amendment - Appropriating Funding from Unassigned Funds to the Office of the Treasurer for Temporary Employee Assistance - Mary Sue Bancroft, Treasurer

KING WILLIAM COUNTY

FOUNDED 1702 IN VIRGINIA P. O. BOX 156 • KING WILLIAM, VIRGINIA 23086

Telephone
MARY SUE BANCROFT (804) 769-4931
County Treasurer treasurer@kingwitliamcounty.us

August 10, 2021

To: King William County Board of Supervisors
Steve Hudgins, Interim County Administrator

From: Mary Sue Bancroft, Treasurer

Subject: Budget Adjustment Request
Robert Half Associates-Bank Reconcilement Assistance

I would like to request the following from the unassigned funds.

1. Additional expenditure incurred for assistance from Accounttemps (a Robert Half Company) in reconciling the King William County Virginia bank records. $18,216,18

   I did not budget for assistance in reconciling the bank records (during budget preparations) as I was unaware of the extent of effort it would require to bring the accounts to a reconcilement status. It has been very difficult gathering all documentation needed in this effort as the Treasurer's office had been using Bright, the prior Treasurer kept handwritten track of transactions and the Finance Department has been using Edmunds for quite some time. It would seem the prior Treasurer was not balancing to the General Ledger of the accounting system but to the bank statement and his handwritten transactions.

   Enclosure: Resume for Ronald Hurst

Mary Sue Bancroft

RESOLUTION 21-67

BUDGET AMENDMENT – APPROPRIATING FUNDING FROM UNASSIGNED FUNDS TO THE OFFICE OF THE TREASURER FOR TEMPORARY EMPLOYEE ASSISTANCE

WHEREAS, the King William County office of the Treasurer has engaged a temporary employee from Accounttemps (a Robert Half Company) to assist in reconciling past bank records; and

WHEREAS, the King William County office of the Treasurer has incurred unbudgeted expense for the hiring of such employee; and

WHEREAS, the Treasurer has stated the extent of effort in properly reconciling past bank records has exceeded that which was expected due to past use of multiple software programs and handwritten records , and

NOW THEREFORE, BE IT RESOLVED BY the King William County Board of Supervisors that $________________________ be appropriated to the office of the Treasurer from Unassigned Funds for the engagement of a temporary employee to assist in reconciling past bank records.

DONE this 23rd day of August, 2021.

AGENDA ITEM 11.a.i.

Monthly Departmental Reports - July 2021

Regional Animal Shelter
Animal Activities Report
July 2021

Dogs Received	Stray		Seized		Bite Cases		Surrendered		Other		Total	
Month	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD
KW Animal Control	4	30	0	4	0	1	2	2	0	0	6	37
K & Q Animal Control	7	39	0	4	0	2	1	2	0	0	8	47
King William Citizens	9	26	0	0	1	1	2	25	0	0	12	52
King & Queen Citizens	3	19	0	0	0	0	1	7	0	0	4	26
Other	0	0	0	0	0	0	0	0	0	0	0	0
Totals	23	114	0	8	1	4	6	36	0	0	30	162
Disposition (Dogs)	Reclaimed		Adopted		Transferred		Euthanized		Other		Total	
	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD
	6	40	5	19	15	88	4	15	0	0	30	162
Cats Received	Stray		Seized		Bite Cases		Surrendered		Other		Total	
Month	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD
KW Animal Control	1	9	0	0	0	0	6	22	0	0	7	31
K & Q Animal Control	1	18	0	0	0	0	11	38	0	0	12	56
King William Citizens	1	23	0	0	0	0	5	36	0	0	6	59
King & Queen Citizens	0	1	0	0	0	0	0	43	0	0	0	44
Other	0	0	0	0	0	0	0	0	0	1	0	1
Totals	3	51	0	0	0	0	22	139	0	1	25	191
Disposition (Cats)	Reclaimed		Adopted		Transferred		Euthanized		Other		Total	
	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD
	1	6	11	29	2	108	11	47	0	1	25	191
Feral Cats	Month	YTD	Other Species Handled									
	7	43				Month	0	YTD	0			
Other Received Explanation												
Other Disposition Explanation	1 cat escaped 2/21											
Animals On Hand	8/1/21											
Dogs	13	Cats	20	Other Species	0							

UTILITIES MONTHLY ACTIVITY REPORT - JULY 2021		
PROJECTS		
ITEM	**STATUS**	**NOTES**
Industrial Park Water System	Ongoing	Applying for DEQ Withdrawal Permit
Kennington Office Warehouse	Started 1/25/2021	Site is currently being cleared.
McCauley Park Sec. 2	Under Construction	All water lines installed. Tied into Project 100%
Central Crossings Sec 2B	Under Construction	Site is currently being cleared.
DEQ Withdrawl Permit : Central Garage System	Ongoing	Submittals have been turned into DEQ for evaluation
Kennington Section 2B	Under Review	Not yet started
Kennington Section 2C	Under Review	Not yet started

INFRASTRUCTURE GROWTH		
	MONTHLY	**FYTD**
Water Connections	10	99
Sewer Connections	10	99
Water Meter Sales	2	86

SERVICE AND REPAIRS		
	MONTHLY	**FYTD**
Miss Utility tickets	95	1,239
Repair items addressed	2	14
Flow Tests	1	5
Customer Transfers (Manual meter reads)	23	166
Replace defective meters	0	41
Manual Meter reads after Electronic Billing Reads	84	669
Bac't Samples per month	6	24
Number of inspection per working project	28	437
DEQ readings using Levelogger	2	46
Daily Water Usage Readings (3 wells)	21	711
Weekly Well Inspections (4 wells)	18	244

AGENDA ITEM 13.a.

Motion to Convene Closed Meeting in Accordance with Section 2.2-3711 (A)(29)(3)

CLOSED MEETING MOTIONS

☐ **PERSONNEL** – In accordance with Section 2.2-3711 (A)(1) of the Code of Virginia, I move that the Board of Supervisors convene in Closed Meeting to consider a personnel matter involving the (choose from below):

☐ 1. appointment of individuals to Boards and Commissions.

☐ 2. interview of a prospective candidate for employment.

(or the)

☐ 3. Employment	☐ 6. Promotion	☐ 9. Salary
☐ 4. Assignment	☐ 7. Performance	☐ 10. Discipline
☐ 5. Appointment	☐ 8. Demotion	☐ 11. Resignation

of a specific public officer / appointee / employee.

☐ **PUBLIC PROPERTY** – In accordance with Section 2.2-3711 (A)(3) of the Code of Virginia, I move that the Board of Supervisors convene in Closed Meeting regarding real property used for a public purpose, specifically pertaining to (choose from below):

☐ 1. the acquisition of real property for a public purpose.

☐ 2. the disposition of (name publicly held real property involved).

because discussion in an open meeting may adversely affect the bargaining position or negotiating strategy of the Board.

☐ **PROTECTION OF PRIVACY OF INDIVIDUALS** – In accordance with Section 2.2-3711 (A)(4) of the Code of Virginia, I move that the Board of Supervisors convene in Closed Meeting regarding a personal matter not related to public business in order to protect the privacy of individuals.

☐ **PROSPECTIVE BUSINESS OR INDUSTRY OR EXPANSIONS OF EXISTING BUSINESS OR INDUSTRY** – In accordance with Section2.2-3711 (A)(5) of the Code of Virginia, I move that the Board of Supervisors convene in Closed Meeting to discuss a prospective business or industry or expansion of an existing business or industry where no previous announcement has been made.

☐ **INVESTING OF PUBLIC FUNDS** – In accordance with Section 2.2-3711 (A)(6) of the Code of Virginia, I move that the Board of Supervisors convene in Closed Meeting to discuss the investing of public funds where competition or bargaining is involved and where discussion in open session would adversely affect the financial interest of the County.

☐ **LEGAL MATTERS** – In accordance with Section 2.2-3711 (A)(7) of the Code of Virginia, I move that the Board of Supervisors convene in Closed Meeting to (choose from below):

☐ 1. consult with legal counsel, consultants, and/or staff on a matter of actual litigation in which the County is involved.

☐ 2. consult with legal counsel, consultants, and/or staff on a matter of probable litigation 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.

☐ **LEGAL MATTERS** – In accordance with Section 2.2-3711 (A)(8) of the Code of Virginia, I move that the Board of Supervisors convene in Closed Meeting to consult with legal counsel on a specific legal matter (identify matter in general terms at a minimum) requiring the provision of legal advice by counsel.

☐ **HAZARDOUS WASTE SITING** – In accordance with Section2.2-3711 (A)(14) of the Code of Virginia, I move that the Board of Supervisors convene in Closed Meeting to discuss the terms, conditions, and provisions of a hazardous waste siting agreement after a finding in open meeting that an open meeting will have an adverse effect upon the negotiating position of the Board or the establishment of the terms, conditions, and provisions of the siting agreement, or both.

☐ **TERRORIST ACTIVITY** – In accordance with Section 2.2-3711 (A)(19) of the Code of Virginia, I move that the Board of Supervisors convene in Closed Meeting to (choose from below):

☐ 1. discuss plans to protect public safety relating to terrorist activity or specific cybersecurity threats or vulnerabilities and briefings by staff members, legal counsel, law-enforcement, or emergency service officials concerning actions taken to respond to such activity or a related threat to public safety.

☐ 2. discuss 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.

X **PUBLIC CONTRACTS** – In accordance with Section 2.2-3711 (A)(29) of the Code of Virginia, because discussion in an open session would adversely affect the bargaining position or negotiating strategy of the Board, I move that the Board of Supervisors convene in Closed Meeting to (choose from below):

☐ 1. discuss the award of a public contract involving the expenditure of public funds.

☐ 2. interview bidders or offerors.

X 3. discuss the terms or scope of a public contract.

AGENDA ITEM 13.c.

Certification of Closed Meeting

CERTIFICATION OF CLOSED MEETING

Mr. Chairman, I move that the King William County Board of Supervisors approve Standing Resolution 1 (SR-1) in accordance with Section 2.2-3712 (D) of the Code of Virginia, 1950, as amended, certifying that the Closed Meeting was conducted in conformity with the requirements of the Virginia Freedom of Information Act.

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 ______ day of ________________, 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 by the King William County Board of Supervisors in the Closed Meeting to which this certification resolution applies; and

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.

[ROLL CALL VOTE]

AGENDA ITEM 14.a.

Resolution 21-66 - Appointment of King William County Public Schools Representative to the King William County Recreation Commission

King William County
Est. 1702

Board of Supervisors

Parks & Recreation

DATE: August 13, 2021

TO: King William County Board of Supervisors

FROM: Kayla Huffman, Manager Parks and Recreation

SUBJECT: Recreation Commission Appointment from King William School Board

REQUEST FOR ACTION

Consider the appointment of Terry Stone to the Recreation Commission as the King William County School's representative.

SUMMARY

At their January meeting, the King William County School Board chose Terry Stone to serve as the school division's representative on the Recreation Commission as Mark Lee's term has expired.

ATTACHMENTS

Letter from King William County Schools

Thank you,
Kayla Huffman
Parks and Recreation Manager

180 Horse Landing Road #4 ● King William, Virginia 23086
804-769-4927 ● fax: 804-769-4964
www.kingwilliamcounty.us

King William County Public Schools

P.O. Box 185
18548 King William Road
King William, Virginia 23086

Phone
(804) 769-3434

Fax
(804) 769-3312

Miss Kayla Huffman
Parks & Recreation Manager
King William County
7890 Richmond Tappahannock Hwy
Aylett, VA 23009

Dear Miss Huffman:

On Tuesday, January 19, 2021 the School Board recommended and appointed Mrs. Terry Stone to be the school division's representative on the King William County Recreation Commission.

Thank you.

Yours truly,

Dr. David O. White
Superintendent

RESOLUTION 21-66

RECOMMENDATION FOR KING WILLIAM COUNTY PUBLIC SCHOOLS REPRESENTATIVE TO THE KING WILLIAM COUNTY RECREATION COMMISSION

WHEREAS, it is necessary for the Board of Supervisors of King William County to appoint one member to the King William County Recreation Commission; and

WHEREAS, the King William County School Board conducted a meeting on January 19, 2021 and the Board voted to recommend the appointment of School Board member Ms. Terry Stone to serve as the King William County Schools representative;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of King William County, Virginia, that Ms. Terry Stone is hereby appointed to serve as a member of the King William County Recreation Commission representing King William County Public Schools for an unexpired three-year term ending June 30, 2024.

DONE this 23rd day of August, 2021.