County of King William, Virginia
Est. 1702

BOARD OF SUPERVISORS
REGULAR MEETING OF JUNE 22, 2020 – 7:00 P.M.
KING WILLIAM COUNTY ADMINISTRATION BUILDING
KING WILLIAM, VIRGINIA

A M E N D E D A G E N D A

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 – Speakers: *One Opportunity of 3 Minutes per Individual or 5 Minutes per Group on Non-Public Hearing Matters*

7. Consent Agenda:

a. Approval of Minutes:
   i. May 11, 2020 Work Session
   ii. May 18, 2020 Regular Meeting

b. Approval of Payment of Bills – *Month of May, 2020*

c. Approval of FY2019 Carryover Funds for King William County Public Schools

8. Presentations:

a. King William County Public Schools Requests for CARES Relief Funds and Update on 2020-2021 School Year – *Dr. David White, Superintendent of KWCPS*

9. Old Business:

a. Public Hearing and Consideration of Ordinance 05-20 - Proposed Amendment to King William Code Chapter 26, Section 26-32; Court Costs for Funding of Court House and Courtroom Security Personnel – *Bobbie Tassinari, County Administrator*

b. Public Hearing and Consideration of Ordinance 06-20 - CUP to Construct a 250 FT Self Supporting Communication Tower – *Ron Etter, Director of Community Development*

c. Bond Series 2002A and 2002B Escrow Agreement Relating to the Defeasance of the General Obligation School Bonds (Resolution 20-30) – *Natasha Joranlien, Director of Financial Services*

d. Recommended Revisions to the King William County Procurement Manual (Resolution 20-31) – *Julie Mills, Fiscal Specialist AP*

e. Delinquent Real Estate Taxes Report – *Harry Whitt, Treasurer and Bobbie Tassinari, County Administrator*

f. CARES Relief Funds Update – *Bobbie Tassinari, County Administrator*

10. New Business:

a. Recommended Financial Policies for the County (Resolution 20-32) – *Natasha Joranlien, Director of Financial Services*

11. Administrative Matters from County Administrator:

a. Board Information

12. Board of Supervisors' Comments

13. Closed Meeting (if needed)

a. Motion to Convene Closed Meeting – (A)(7), (A)(8) and (A)(1)

b. Motion to Reconvene in Open Session

c. Certification of Closed Meeting

d. Action on Closed Meeting (if necessary)

14. Appointments

a. Middle Peninsula Planning District Commission (Resolution 20-32)

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 of a public hearing, speakers shall be provided one opportunity of 3 minutes per individual or 5 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 the public hearings.

AGENDA ITEM 7.a.

MINUTES
KING WILLIAM COUNTY
BOARD OF SUPERVISORS
WORK SESSION OF MAY 11, 2020

A meeting of the Board of Supervisors of King William County, Virginia, was held on the 11th day of May, 2020, beginning at 7:00 p.m. in the Board Meeting Room of the County Administration Building via Zoom.

CALL TO ORDER

Chairman Greenwood called the meeting to order.

ROLL CALL

The members were polled:

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

REVIEW AND ADOPTION OF MEETING AGENDA

Supervisor Moskalski moved for the adoption of the agenda for this meeting as presented by the County Administrator; motion was seconded by Supervisor Garber.

The members were polled:

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

WORK SESSION MATTERS

a. Planning and Zoning Proposed Fee Schedule

Ron Etter, Director of Community Development, presented recommended revisions to the Planning and Zoning fee schedules. The primary changes involved basing the fees on the size of the projects and their complexity rather than a flat rate. The updated fees more accurately

address the time and expenses incurred for reviews and inspections by staff, as well as, contracted services. The fee schedule is required to be approved through ordinance thus requiring a public hearing. A public hearing is scheduled for May 18, 2020.

Supervisor Moskalski questioned if this change will result in increased revenue for the department.

Mr. Etter stated it would.

b. Large Scale Power Stations Resolution 20-17

Ron Etter, Director of Community Development, presented Resolution 20-17 for approval. At the February 26, 2020 Planning Commission work session, the Commissioners unanimously agreed to recommend that the Board of Supervisors review the standards, application procedures, and land use suitability relating to Large-Scale Power stations. The Commission recommends that application reviews and public hearings for new Large-Scale Power Stations be halted until further notice. The commission feels that this step is necessary to allow for a thorough review of the impact solar facilities have on the County and how Solar fits into the future land use of the County. This review should include recommendations for revisions to the performance standards for Solar or removal of solar facilities as a permitted use in the County.

Upon motion of Supervisor Hodges, second by Supervisor Moskalski, Resolution 20-17 was approved by the following roll call vote:

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

RESOLUTION 20-17

Hold on Referrals and Public Hearings on Solar Power Stations

WHEREAS, the Planning Commission voted unanimously on February 26, 2020 to request that the Board of Supervisors review the standards and acceptance of permit applications for solar power stations and further that it does not intend to schedule public hearings on such applications until further notice.

NOW, THEREFORE, BE IT RESOLVED, that the King William County Board of Supervisors wishes to review the ordinances, policies and standards under which applications for solar power stations are considered, and as a result, will not intend to refer such applications to

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the Planning Commission or schedule public hearings on such applications until further notice.

NOW, BE IT FURTHER RESOLVED, that the King William County Board of Supervisors refers the review of the ordinances, policies and standards under which applications for solar power stations to the Planning Commission for its recommendations.

c. Virginia Retirement System Enhanced Benefit Election for Fire and EMS Employees

Nita McInteer, Human Resources Manager, presented a recommendation to adopt the VRS Enhanced Hazardous Duty Benefit for Fire/EMS employees. The standard retirement age under the enhanced provision is 60 years rather than 65 years. Early retirement is permitted at any time between ages 50 and 60 as long as the employee has at least five years of VRS service credit. For retirement between age 50 and 60, the actuarial reduction for early retirement is computed from the earlier of (i) age 60, or (ii) the first date on or after his/her fiftieth birthday on which the member would have completed 25 years of creditable service. No reduction is applied if the member has 25 years of credit.

The Board gave consensus to move forward with this at the next regular meeting.

d. Human Resources Policies and Procedures Manual Update

Nita McInteer, Human Resources Manager, presented recommendations to be made to update the King William County Personnel Policies and Procedures Manual including adding language to reflect inclusion of long term disability coverage for all employees, changing the terms of annual leave payout for voluntary separation or retirement to a maximum of the ten year accrual rate, involuntarily separated employees will not be eligible for any payout of accumulated annual leave, adding language requiring a doctor's note if more than two consecutive days are missed, Sick Leave Sharing Pool language amended to include sick leave balances of all employees separating from employment will be added to the Sick Leave Sharing Pool, removing the language allowing sick leave to be paid out upon an employee's separation as of July 1, 2020, and modifying language for paying annual leave accruals without proper separation notice.

Supervisor Moren stated he does not agree with the changes being made to the sick leave payouts as he feels there is an implied contract with employees for pay out. He stated he did not see the change as fair.

Supervisor Hodges stated he did not agree this benefit was an implied contract and therefore could be changed at any time.

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Supervisor Garber stated he agreed with Supervisor Hodges that this is a benefit, not a contract.

Supervisor Moskalski mentioned the possibility of locking in the hours you've accumulated from 2016 when the policy was adopted but then no longer being able to be paid out past July 1, 2020.

The Board agreed more time and discussion would be needed on this item.

e. Fire and EMS Update

Laura Nunnally, Interim Chief of Fire and Emergency Services, presented an update on the Fire and Emergency Services. She stated call volume has been down mostly due to citizens not wanting to venture out to hospitals due to COVID-19. She also stated the stock of PPE is sufficient for now.

f. Meals Tax Update

Natasha Joranlien, Director of Financial Services, presented an update on Meals Tax within King William County. Research was done to see if it would be possible to amnesty payments for the monthly meals tax submittals. Unfortunately, there does not seem to be a way to amnesty the meals tax as it is considered a Trust Tax. A Trust Tax is one that is collected by businesses from the customers at point of sale and are held separately until the due date to be submitted to the locality. In King William County's instance this is the 20th of each month. The Board may, by Ordinance 58.1-3916, push back the due date for 30, 60, or 90 days but the funds would eventually have to be paid to the County. The only other option would be to repeal the Meals Tax. To reinstate the Meals Tax would require a Referendum vote, though there is a bill on the Governor's desk to eliminate the requirement for a referendum. The County Administrator recommendation is to allow the Commissioner of Revenue to waive the penalties and interest initially for late filing and continue to seek other avenues to assist businesses.

g. Atlantic Broadband Update

William Newborg and Scott Randall of Atlantic Broadband presented an update on Atlantic Broadband services within King William County stating they currently have 600 customers.

h. Parks and Recreation Program Update

Jennifer Leleux, Manager of Parks and Recreation, presented updates on programs and projects taking place within Parks and Recreation. New walking trails have been designed and laid out, steps and bridges have been constructed as part of the walking trails, new special events in the fall will include Movies in the Park and Music in the Park, and a

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Community Scavenger Hunt will give families the opportunity to travel throughout the county with the guidance of a free downloaded app. Ms. Leleux stated new fall programs would include the Outdoor Junior Ranger Program, a Mystery Dinner Theatre, an Escape Room and a Pumpkin Patch and Haunted Forest.

i. Regional Animal Shelter Seizures Report

Bobbie Tassinari, County Administrator, presented an update on the activities and seizures of the Regional Animal Shelter this past year. Over the past nine months, the Shelter has received animals from five separate seizure cases all in King & Queen County. This is in addition to the animals that are brought in through regular means such as Animal Control and citizens. On June 12, 2019, a total of 41 animals were seized and brought to the Shelter. This included 34 dogs (25 Husky and 9 Samoyed), 6 Lionhead rabbits, and 1 domestic shorthair cat. On July 15, 2019, 21 animals were seized with flea infestations, hot spots on bodies, filthy ears, intestinal parasites, and some with parvovirus. Of the 21 animals; the15 dogs included a Blue Heeler, 4 Hounds, 8 Chihuahuas and 2 Beagles. On August 27, 2019, 32 dogs were seized. The 32 dogs were all Great Danes and most were severely emaciated, had eye infections, internal parasites, filthy ears, dehydrated and many were deaf. On November 25, 2019, 5 dogs, all Pit Bulls, were seized with minor health issues. The seizure was associated with living conditions and dog fighting paraphernalia that was present. The 5 dogs very quickly multiplied to 25 with three litters being born at the shelter. On March, 14, 2020, 10 dogs, all hounds were seized. The animals were infested with hookworms and whipworms, one had coccidiosis, all had fleas and ticks, 4 had ear mites and 9 of the 10 were positive for Heartworms. The Regional Animal Shelter staff works to educate and train the community while rehoming animals that have been surrendered, considered strays, or seized.

j. Updated Meeting Schedule

Bobbie Tassinari, County Administrator, presented an updated Board of Supervisors meeting schedule as the previously adopted schedule had an error. The previously adopted meeting date of May 25, 2020 is Memorial Day and should therefore be changed to May 18, 2020.

The Board gave consensus to change the meeting date to May 18, 2020.

BOARD OF SUPERVISORS' COMMENTS

Supervisor Hodges stated he has been receiving many complaints in relation to VPPSA and stated for citizens to continue to stay safe.

Supervisor Moskalski stated for citizens to stay safe and thanked staff for their hard work.

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Supervisor Moren stated it was National Police Week, so please observe.

Supervisor Greenwood questioned if anyone had any issues they needed to bring up?

Supervisor Moren stated he'd like to question VPPSA about opening more days at the Epworth site.

ADJOURN

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

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

COPY TESTE:

Stephen K. Greenwood, Chairman	Olivia S. Lawrence
Board of Supervisors	Deputy Clerk to the Board

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MINUTES
KING WILLIAM COUNTY
BOARD OF SUPERVISORS
REGULAR MEETING OF MAY 18, 2020

A regular meeting of the Board of Supervisors of King William County, Virginia, was held on the 18th day of May, 2020, beginning at 7:00 p.m. in the Board Meeting Room of the County Administration Building via Zoom.

Agenda Item 1. CALL TO ORDER

Chairman Greenwood called the meeting to order.

Agenda Item 2. ROLL CALL

The members were polled:

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

Also, in attendance:

Bobbie H. Tassinari, County Administrator
Olivia Lawrence, Deputy Clerk
Andrew McRoberts, County Attorney

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 MEETING AGENDA

Supervisor Moskalski moved for the adoption of the amended agenda for this meeting with the aforementioned changes; motion was seconded by Supervisor Hodges.

The members were polled:

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

Agenda Item 6. PUBLIC COMMENT PERIOD

Chairman Greenwood opened the public comment period.

There were no speakers.

There being no speakers, Chairman Greenwood closed the public comment period.

Agenda Item 7. CONSENT AGENDA

Supervisor Hodges moved for the approval of the Consent Agenda with the aforementioned changes; motion was seconded by Supervisor Garber.

The Chairman called for any discussion.

There being no discussion the Consent Agenda was approved by the following roll call vote:

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

Agenda Item 8. PRESENTATIONS

a. Information Technology Projects

Travis Wolfe, Systems Engineer, presented ongoing projects including server and computer upgrades and new system software being implemented.

Agenda Item 9. OLD BUSINESS

a. Public Hearing and Consideration of the Re-Adoption Ordinance 02-20 – An Ordinance of the Board of Supervisors of the County of King William, Virginia Instituting Emergency Procedures To Ensure Continuity of the County Government in Response to COVID-19 Disaster

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Bobbie Tassinari, County Administrator, presented Ordinance 02-20. Compliance with the limitations on physical assembly occasioned by the COVID-19 public health crisis makes it difficult or impossible for the Board and other public bodies to safely physically assemble to conduct meetings and hold public hearings in accordance with ordinarily applicable procedures. Virginia Code Section 15.2-1413 authorizes any locality, by ordinance, to provide for methods to assure continuity in its government in the event of a disaster such as that created by the spread of COVID-19. The Board confirmed or ratified Ordinance 02-20 to ensure continuity of the County government in response to the COVID-19 disaster on March 26, 2020 and said Ordinance is being readopted to include a public hearing at this May 18, 2020 Board of Supervisors meeting.

Chairman Greenwood opened the public hearing.

There were no speakers.

There being no speakers, Chairman Greenwood closed the public hearing.

Upon the motion of Supervisor Hodges, seconded by Supervisor Garber, Ordinance 02-20 was re-adopted by the following roll call vote:

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

ORDINANCE 02-20
READOPTION OF ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF KING WILLIAM, VIRGINIA, INSTITUTING EMERGENCY PROCEDURES TO ENSURE CONTINUITY OF THE COUNTY GOVERNMENT IN RESPONSE TO COVID-19 DISASTER

WHEREAS, on January 31, 2020, the United States Health and Human Services Secretary declared a public health emergency for the entire United States to aid the healthcare community in responding to the novel coronavirus or "COVID-19"; and

WHEREAS, on March 11, 2020, the World Health Organization declared the COVID-19 outbreak a pandemic; and

WHEREAS, on March 12, 2020, by Executive Order No. 51, Governor Ralph S. Northam declared a state of emergency in the Commonwealth of Virginia due to the spread of the COVID-19 virus, and declared the anticipated effects of COVID-19 to be a disaster within the meaning of Virginia Code Section 44-146.16; and

WHEREAS, on March 13, 2020, the President of the United States found and proclaimed that the COVID-19 outbreak in the United States constitutes a national emergency, beginning March 1, 2020; and

WHEREAS, on March 18, 2020, the County's Director of Emergency Management issued, pursuant to Virginia Code Section 44-146.14, a Declaration of Emergency in the County due to the spread of COVID-19; and

WHEREAS, the Board confirmed or ratified the local Declaration of Emergency on March 26, 2020 and it continues in effect; and

WHEREAS, the Board confirmed or ratified Ordinance 02-20 to ensure continuity of the County government in response to the COVID-19 disaster on March 26, 2020 and said Ordinance is being readopted to include a public hearing at the May 18, 2020 Board of Supervisors meeting; and

WHEREAS, on March 17, 2020, Governor Northam, jointly with the Virginia State Health Commissioner, declared a continuing public health emergency in Virginia resulting from the spread of COVID-19 virus, and imposed stringent measures to combat the spread of COVID-19, including restricting the number of persons permitted to gather in certain public spaces to 10 persons or less; and

WHEREAS, the Board of Supervisors understands and acknowledges that the public health threat posed by COVID-19 constitutes a real and substantial danger to persons in the County of King William; that the limitations on physical assembly of persons are urgently necessary to protect the public health; and that the Board of Supervisors and other County boards, commissions, committees, authorities and other public bodies must conduct themselves accordingly; and

WHEREAS, compliance with the limitations on physical assembly occasioned by the COVID-19 public health crisis makes it difficult or impossible for the Board and other public bodies to safely physically assemble to conduct meetings and hold public hearings in accordance with ordinarily applicable procedures; and

WHEREAS, Virginia Code Section 15.2-1413 authorizes any locality, by ordinance, to provide for methods to assure continuity in its government in the event of a disaster such as that created by the spread of COVID-19.

NOW, THEREFORE, BE IT ORDAINED by the Board of Supervisors of the County of King William, Virginia:

1. That, in accordance with Virginia Code Section 15.2-1413, the following emergency procedures are hereby instituted to ensure continuity of government during the pendency of the COVID-19 disaster:

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a. Any process, procedure, matter or transaction which typically allows for the physical presence of the public in a county building that has been declared or in the future is declared to be closed to the public during the pendency of the Emergency Declaration is hereby suspended unless conducted in accordance with this ordinance or other provision of law.

b. The County Administrator is authorized to take actions objectively reasonable and necessary in the public interest to alter schedules, arrange for alternative procedures consistent with this ordinance, provide programming and services, pay bills, engage contractors, hire employees, set and manage a succession plan effective in the event of unavailability of staff, adjust administrative processes and procedures in light of the disaster, all in keeping with the U.S. Centers for Disease Control and Virginia Department of Health guidance/directives, and consistent with State and Local Declarations of Emergency and other directives and law.

c. Meetings required, and agenda items scheduled or proposed to be considered by the Board of Supervisors and other county boards, commissions, committees, authorities and other public bodies, for the duration of the local COVID-19 emergency but not to exceed six (6) months, are deemed continued and extensions therefor are hereby ordered if the body does not meet as permitted herein or in other applicable law and take action during that time, including those items for which applicable law requires an affirmative action to be taken within a particular time and failure to act is deemed approval.

d. Meetings of the Board of Supervisors and other county boards, commissions, committees, authorities and other public bodies may be held through electronic communication means with a quorum of members participating but without a need for a quorum of members physically present in a single location, in accordance with the provisions of Virginia Code Section 2.2-3708.2(A)(3), including the public notice requirements, and at such a meeting may consider any item of business which the public body deems essential or is appropriate for the continuity of the work of the public body.

e. Such meetings may be held without permitting members of the public to be physically present in a single location or in the same physical location as any of the public body members, so long as alternative arrangements for public access to such meetings are made. Such alternative public access may be electronic, including but not limited to audio, telephonic, or video broadcast.

f. For any matter considered by the Board or other county public body during the pendency of the local emergency which typically require open doors, public

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attendance, or public participation by law, such requirements are hereby altered and may be met by electronic, telephonic, and/or written means by the body, which may meet electronically or in person or in some combination thereof as circumstances may permit.

g. For any matter so considered also requiring public comment or hearing, such will be allowed, solicited or received by the body by electronic, telephonic, and/or written means prior to the vote on such matter. All such comments will be heard by or provided to the members of the body and made a part of the record of such meeting.

h. Notices of meetings will be provided by email directly to those who have elected in writing in the previous calendar year to receive such notices under the Virginia Freedom of Information Act, and if practicable, will also be provided on the county website and by other means selected by the County Administrator. To the extent practicable, notices will also be provided as provided by general law.

2. That the provisions in Section 1 of this Ordinance shall be in effect until repealed by this Board or expiration of a period not exceeding six months from the adoption hereof, whichever comes first. This Ordinance may be amended as provided herein or by general law. Upon repeal or expiration of this Ordinance, the matters referenced herein shall resume operation in accordance with normal practices and procedures.

3. This ordinance shall be effective upon re-adoption.

b. Public Hearing and Consideration of Ordinance 04-20 Planning and Zoning Proposed Fee Schedule

Ron Etter, Director of Community Development, presented Ordinance 04-20 to adopt the proposed fee schedule discussed at the May 11, 2020 work session. The recommended revisions to the fee schedules primarily involve basing the fees on the size of the projects and their complexity. The fees reflect the time and expenses incurred for reviews and inspections by staff, as well as contracted services.

Chairman Greenwood opened the public hearing.

There were no speakers.

There being no speakers, Chairman Greenwood closed the public hearing.
Upon the motion of Supervisor Moren, seconded by Supervisor Hodges, Ordinance 04-20 was approved by the following roll call vote:

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

ORDINANCE 04-20
An Ordinance Amending the King William County
Planning and Zoning Fee Schedule

WHEREAS, King William County, Virginia is authorized by Virginia Code §15.2-2286 to collect fees to cover the cost of making inspections, issuing permits, advertising of notices and other expenses incident to the administration of a zoning ordinance or the filing or processing of any appeal or amendment thereto; and

WHEREAS, the costs of providing these services are greater than the fees currently charged; and

WHEREAS, modified fees as adopted herein are found to be fair and reasonable by the Board to cover a larger portion of the cost of providing such services; and

WHEREAS, the Board believes it appropriate to amend the Planning and Zoning Fee Schedule as recommended by staff; and

WHEREAS, that the Board of Supervisors of King William County, Virginia, does repeal the current fees adopted June 22, 2015 as of May 31, 2020; and

WHEREAS, the amended fee schedule shall be effective June 1, 2020; and

NOW, THEREFORE, BE IT ORDAINED AND ENACTED, that the Board of Supervisors of King William County, Virginia, does this May 18, 2020, repeal the current fees and adopt the proposed fees effective June 1, 2020 as shown below:

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ZONING

Category	*Current Fee*	*Proposed Fee*
Comprehensive Plan Amendment	$2,500	No Change
Zoning Text Amendment	$2,500	No Change
Rezoning, including amendments	$2,500	No Change
~~Conditional Use Permit - Cell Tower~~	~~$3,500~~	~~Delete~~
Conditional Use Permit - Commercial	$0	$3,500 + $50/acre
Conditional Use Permit - Accessory	$0	2500
Zoning Permit Residential	$75	No Change
Zoning Permit-Commerical New Construction	$100	$150
Zoning Permit-Commercial Existing Change Use	$50	$250

Zoning Variance	$1,000	$1,300
Appeal Zoning Determination	$1,000	$1,300
Defer Public Hearing, By Applicant	Cost of Advertising	No Change

SITE PLAN

Category	*Current Fee*	*Proposed Fee*
~~Site Plan~~	~~$1,500~~	~~Delete~~
~~Site Plan - Amend After Final Approval~~	~~$300~~	~~Delete~~
Site Plan (1st and 2nd Submittals)	$0	$ 750 + $10/acre
Site Plan (3rd and subsequent submittals)	$0	$500 each
Site Plan - Revision Review	$500	No Change

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SUBDIVISIONS

Category	*Current Fee*	*Proposed Fee*
~~Single Lot~~	~~$750~~	~~Delete~~
~~Minor~~	~~$2,100~~	~~Delete~~
Subdivision	$0	$ 500 + $25/acre
Family Division	$0	$300
Subsequent Submittals (After 1st)	$0	$250 each
Major - Preliminary Plat	$2,500	No Change
Major - Final Plat	$500	No Change
Revisions	$250	$500
~~Construction Plan~~	~~$500~~	~~Delete~~
Lot Line Adjustment, Vacaction of Lot Line	$150	No Change
Boundary Survey	$25	No Change
~~Subdivision Exception~~	~~$1,000~~	~~Delete~~

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LAND DISTURBANCE

Category	*Current Fee*	*Proposed Fee*
LD Permit Residential	$150 + $20/inspection	$150 + $10/acre
LD Permit Commercial	$1,500	$750 + $10/acre
WQIA Minor	$500	No Change
WQIA Major	$1,000	No Change
~~E&S Plan Commercial~~	~~$500~~	~~Delete~~
Wetland Board	$1,000	No Change
Ches Bay Exception	$1,000	No Change
Annual Land Disturbance Permit Renewal	Full Fee	No Change
Inspections <5 acres	$0	$125
Inspections 5 to <10 acres	$0	$225
Inspections 10 to<50 acres	$0	$225+$10/acre over 10 acres
Inspections 50 to <100 acres	$0	$625+$5/acre over 50 acres
Inspections >100 acres	$0	$875 + $5/acre over 100 acres
Annual Land Use permit renewal	$0	$750 + $5/acre

SIGNS

Category	*Current Fee*	*Proposed Fee*
Sign Permit	$150	No Change
Temporary Banner	$25	No Change
Temp Sign for Charity/Non-profit	No Charge	No Change

c. Virginia Retirement System Enhanced Benefit Election for Fire and EMS Employees Resolution 20-27

Nita McInteer, Human Resources Manager, presented Resolution 20-27 recommending the adoption of the VRS Enhanced Hazardous Duty Benefit for Fire/EMS Employees. The Board of Supervisors discussed the merits of the resolution to include the Fire and Emergency Medical Services employees within the Virginia Retirement System (VRS) retirement coverage at the May 11, 2020 meeting. The Board recommended the action be brought to

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them to formalize at the May 18, 2020 meeting. The standard retirement age under the enhanced provision is 60 years rather than 65 years. Early retirement is permitted at any time between ages 50 and 60 as long as the employee has at least five years of VRS service credit. For retirement between age 50 and 60, the actuarial reduction for early retirement is computed from the earlier of (i) age 60, or (ii) the first date on or after his/her fiftieth birthday on which the member would have completed 25 years of creditable service. No reduction is applied if the member has 25 years of credit.

Upon the motion of Supervisor Hodges, seconded by Supervisor Moren, Resolution 20-27 was approved by the following roll call vote:

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

RESOLUTION 20-27
VIRGINIA RETIREMENT SERVICES (VRS) ENHANCED BENEFIT ELECTION
FOR FIRE AND EMS EMPLOYEES

WHEREAS, subject to the approval of the Virginia Retirement System ("VRS") Board of Trustees, *Code of Virginia* § 51.1-138 permits a political subdivision of the Commonwealth of Virginia currently participating in VRS to make an irrevocable election to provide enhanced hazardous duty retirement benefits for its eligible employees as outlined in § 51.1-138; and

NOW, THEREFORE, BE IT RESOLVED, that the County of King William (the "Employer") does hereby elect to have such employees of Employer who are employed in positions as full time Law Enforcement Officers, Firefighters, and Emergency Medical Technicians, and whose tenure is not restricted as to temporary or provisional appointment, become eligible, effective the first day of July 2020 for VRS benefits equivalent to those provided for state police officers of the Department of State Police, as set out in § 51.1-138 including the retirement multiplier of 1.85%, in lieu of the benefits that would otherwise be provided to such employees, and Employer agrees to pay the employer cost for providing such benefits; and

NOW, THEREFORE, the officers of Employer are hereby authorized and directed in the name of Employer to carry out the provisions of this resolution and to pay to the Treasurer of Virginia from time to time such sums as are due to be paid by Employer for this purpose.

DRAFT

d. Human Resources Policies and Procedures Manual Update Resolution 20-28

Nita McInteer, Human Resources Manager, presented Resolution 20-28 recommending amendments to the King William County Personnel Policies and Procedures Manual. The Board of Supervisors discussed the merits of the recommended changes and draft resolution at the May 11, 2020 meeting. The Board recommended the Sick Leave revision to include some form of exemption for the period of January 1, 2016 through June 30, 2020 for Sick Leave Payout. All employees hired on or after July 1, 2020 will not be eligible for Sick Leave payout. Staff stated they would provide the Board with scenarios of this new request to address the 4 ½ year period at the May 18th meeting and that otherwise the resolution would be brought back for formal approval at the May 18, 2020 meeting.

Supervisor Garber stated he is not in agreeance with these changes.

Chairman Greenwood stated he is also not in agreeance with these changes. He preferred the second plan Mrs. Tassinari had introduced.

Upon the motion of Supervisor Moskalski, seconded by Supervisor Moren, Resolution 20-28 failed by the following roll call vote:

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

Chairman Greenwood stated he'd like to proceed with an amended Resolution.

Upon the motion of Supervisor Garber, seconded by Supervisor Hodges, Resolution 20-28R was approved by the following roll call vote:

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

See Attachment A

Agenda Item 10. NEW BUSINESS

a. Resolution 20-29 to Accept Federal Cares Coronavirus Relief Funds and Authority to Expend

DRAFT

Bobbie Tassinari, County Administrator, presented Resolution 20-29. On May 12, 2020, King William County received communication from the Secretary of Finance for the Commonwealth reflecting the local allocation of the CARES relief funds. Per the U.S. Census Bureau's population data, King William County is eligible for $1,496,097 in relief funds. These funds may be used for qualifying expenses related to the COVID-19 impact. Expenditures eligible must have been incurred during the period that begins March 1, 2020 and ends on December 30, 2020 and must be related to COVID-19 impact and designation as such is at the discretion of the locality. Funds may not be used to make up for lost revenue and any funds remaining as of December 30, 2020 will be returned to the Department of Accounts.

Supervisor Moren requested the Board be brought a list of recommended uses for the monies at the next meeting.

Upon the motion of Supervisor Hodges, seconded by Supervisor Garber, Resolution 20-29 was approved by the following roll call vote:

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

RESOLUTION 20-29
KING WILLIAM COUNTY BOARD OF SUPERVISORS ACCEPTANCE OF FEDERAL CARES CORONAVIRUS RELIEF FUNDS AND AUTHORITY TO EXPEND

WHEREAS, the Congress of the United States passed and the President signed the **Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020** to provide funding assistance to state, local, territorial, and tribal governments for the direct impact of the COVID-19 pandemic; and

WHEREAS, the County Administrator was notified on May 12, 2020 of the local allocation for Federal CARES Coronavirus Relief Funds to the County in the amount of $1,496,097; and

WHEREAS, to accept the Federal CARES Coronavirus Relief Funds, the King William County Board of Supervisors must certify that they have the authority to request direct payment on behalf of the locality from the Commonwealth of Virginia of revenues from the Coronavirus Relief Fund (CFR) pursuant to Section 601(b) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (March 27, 2020); and

WHEREAS, King William County proposes to use the funds received as direct payment from the Commonwealth of Virginia under Section 601(b) of the Social Security Act will be only to cover those costs that: a) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); b) were not accounted for in the budget most recently approved as of March 27, 2020, for the locality and; c) were incurred during the period that began on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, King William County understands that any funds not expended or that will not be expended on necessary expenditures on or before December 30, 2020, by the locality or its grantee(s), must be returned to the Commonwealth of Virginia no later than December 30, 2020;

NOW, THEREFORE, BE IT RESOLVED, that the King William County Board of Supervisors hereby approves the acceptance of the Federal CARES Coronavirus Relief Funds in the amount of $1,496,097 from the Commonwealth of Virginia, Department of Accounts and authorizes the County Administrator, Director of Financial Services and the Chair of the Board of Supervisors to sign the certificate and return it by May 22, 2020 to the Department of Accounts, Attention: Local CRF Certification, P.O. Box 1971, Richmond, VA 23218-1971.

Agenda Item 11. ADMINISTRATIVE MATTERS FROM COUNTY ADMINISTRATOR

a. Board Information

County Administrator, Bobbie Tassinari, noted the information items provided.

Agenda Item 12. BOARD MEMBER COMMENTS

Supervisor Moren stated the County can spend $250,000 for a pavilion in West Point but cannot spend $48,000 for its employees.

Supervisor Garber stated it was a hard decision, but the right one.

Supervisor Moskalski thanked everyone for attending and stated his disappointment as well.

Supervisor Hodges wished everyone a happy and safe Memorial Day.

Chairman Greenwood stated the board would continue to work together.

DRAFT

Agenda Item 13. CLOSED MEETING

a. Motion to Convene Closed Meeting

Upon motion of Supervisor Moren, seconded by Supervisor Hodges, the Board acted to convene a Closed Meeting pursuant to § 2.2-3711(A) (8) of the Code of Virginia to consult with legal counsel on a specific legal matter requiring the provision of legal advice by counsel.

The roll call vote on the motion was as follows:

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

b. Motion to Reconvene in Open Session

Having completed the Closed Meeting, Chairman Greenwood reconvened the regular meeting back to order in Open Session.

c. Certification of Closed Meeting

Chairman Greenwood called for a motion to approve Standing Resolution 1 (SR- 1) In accordance with Section 2.2-3717(D) of the Code of Virginia, 1950, as amended.

Supervisor Hodges moved that the King William County Board of Supervisors adopt the following SR-1 Resolution certifying that the Closed Meeting was conducted in conformity with the requirements of the Virginia Freedom of Information Act; the motion was seconded by Supervisor Moskalski.

Chairman Greenwood announced the motion was properly moved and properly seconded; he called for any discussion. There being no discussion among Board members SR-1 was adopted.

The roll call vote in favor of this motion was as follows:

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

DRAFT

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 18th day of May, 2020, 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 18th day of May, 2020.

Agenda Item 14. APPOINTMENTS

There were no appointments.

Agenda Item 15. ADJOURN

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

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

DRAFT

COPY TESTE:

Stephen K. Greenwood, Chairman Board of Supervisors	Olivia S. Lawrence Deputy Clerk to the Board

DRAFT

AGENDA ITEM 7.b.

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

DATE: June 22, 2020

TO: King William County Board of Supervisors

FROM: Natasha Joranlien, Director of Financial Services

SUBJECT: Monthly Expenditures
May 2020

County Expenditures are as follows:

County Administration Funds	1,407,238.39
Department of Social Services	126,195.41
Comprehensive Services Act	50,724.86
Tax Refunds	-
Total County Administration, Social Services, CSA & Tax Refunds Amount:	1,584,158.66

180 Horse Landing Road # 4, King William, Virginia 23086
Phone: 804-769-4929
Fax: 804-769-4964
www.kingwilliamcounty.us

AGENDA ITEM 7.c.

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: Board of Supervisors
Bobbie Tassinari, County Administrator

FROM: Dr. David White, Superintendent
Staci Longest, Finance Coordinator

SUBJECT: Transfer of funds

DATE: June 5, 2020

The King William County Public School Board, Superintendent, and Finance Coordinator are requesting that King William County Board of Supervisors approve moving FY2019 carry over of $71,725 from (190) School Reserve Fund to our (205) School Operating Account for the balancing of the FY2021 budget. We have made many cuts to our budget during the past few months and with the approval to transfer these funds we will have a balance budget.

Documentation of entry and support from the audited statements are attached.

King William County Public Schools
Journal Entries
Jun-19

	Account #	Account Name	DR	CR
AE#	0-190-000100-1005	Cash with Treasurer	71,725.00	
45	0-205-000100-1005	Cash with Treasurer		71,725.00
	0-999-000300-3205	School Fund Balance	71,725.00	
	3-190-041050-0205	Transfer from School Fund		71,725.00
	4-205-093100-0190	Transfer to School Reserve Fund	71,725.00	
	0-999-000300-3190	School Reserve Fund		71,725.00
		Transfer year -end surplus to school reserve	**215,175.00**	**215,175.00**

Prepared by: [illegible]

Approved by: [illegible]

Entered/Posted by: 6/4/2020

Batch # 32 Accounting Period: June 2019

GL010 6/04/2020 14:11:29 GENERAL LEDGER EDIT CO#-219 BATCH#- 32 PAGE 1

REF.#	DATE	DESCRIPTION	ACCOUNT #	DEBIT	-- CREDIT	ACPD	ERROR	SEQ#
AE 0000045	2020/06/04	TRF YEAR END SURPLUS SCH RESV	190-000100-1005	71725.00		201906		10
AE 0000045	2020/06/04	TRF YEAR END SURPLUS SCH RESV	205-000100-1005		71725.00	201906		20
AE 0000045	2020/06/04	TRF YEAR END SURPLUS SCH RESV	999-000300-3205	71725.00		201906		30
AE 0000045	2020/06/04	TRF YEAR END SURPLUS SCH RESV	3-190-041050-0205		71725.00	201906		40
AE 0000045	2020/06/04	TRF YEAR END SURPLUS SCH RESV	4-205-093100-0190	71725.00		201906		50
AE 0000045	2020/06/04	TRF YEAR END SURPLUS SCH RESV	999-000300-3190		71725.00	201906		60
				215175.00	215175.00		.00	
		TOTAL AMOUNT		215,175.00	215,175.00-		.00	

TOTAL ERRORS ->

EXHIBIT 20

COUNTY OF KING WILLIAM, VIRGINIA

COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS
DISCRETELY PRESENTED COMPONENT UNIT – SCHOOL BOARD
Year Ended June 30, 2019

	School Operating Fund	School Cafeteria Fund	School Textbook Fund	Total Component Unit
REVENUES				
Revenue from the use of money and property	$ 363	$ 64	$ -	$ 427
Charges for services	91,851	478,616	-	570,467
Miscellaneous revenues	41,515	5,538	-	47,053
Recovered costs	66,798	-	-	66,798
Intergovernmental:				
Appropriation from primary government	11,184,294	-	-	11,184,294
Commonwealth	13,695,027	10,165	147,754	13,852,946
Federal	829,135	452,539	-	1,281,674
Total revenues	25,908,983	946,922	147,754	27,003,659
EXPENDITURES				
Current:				
Education	25,833,652	915,281	392,343	27,141,276
Excess (deficiency) of revenues over expenditures	75,331	31,641	(244,589)	(137,617)
OTHER FINANCING SOURCES (USES)				
Transfers in	-	3,606	-	3,606
Transfers out	(3,606)	-	-	(3,606)
Total other financing sources (uses), net	(3,606)	3,606	-	-
Changes in fund balance	71,725	35,247	(244,589)	(137,617)
FUND BALANCES, BEGINNING	-	125,941	656,198	782,139
FUND BALANCES, ENDING	$ 71,725	$ 161,188	$ 411,609	$ 644,522

Reconciliation to the Statement of Activities (Exhibit 2):

Net change in Fund Balance - School Board		$ (137,617)
Governmental funds report capital outlays as expenditures; however, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. Governmental funds also do not report capital contributions as they do not provide current financial resources, however in the Statement of Activities they are recorded as capital asset additions and contribution revenue.		
Capital outlays and contributions	8,068,893	
Depreciation expense	(1,096,825)	
		6,972,068
Net transfer of joint tenancy capital assets from Primary Government to the Component Unit		966,957
Governmental funds report employer other postemployment benefits contributions as expenditures. However, in the statement of activities the cost of these benefits earned, net of employee contributions, is reported as other postemployment benefit expense.		
Employer other postemployment benefit contributions	$ 217,298	
Other postemployment benefits expense	(6,385)	
		210,913
Some expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds. These activities consist of an increase in compensated absences.		11,975
Governmental funds report employer pension contributions as expenditures. However, in the Statement of Activities the cost of pension benefits earned net of employee contributions is reported as pension expense. This is the amount by which employer pension contributions of $1,927,937 is less than pension expense of $1,145,204 in the current period.		782,733
Internal service funds are used by management to charge the costs of certain activities to individual funds. The net income of the internal service funds are reported with governmental activities.		
Total revenues	3,749,194	
Total expenses	(2,979,998)	
		769,196
Change in net position of governmental activities		$ 9,576,225

AGENDA ITEM 8.a.
KWCPS
No Attachment

AGENDA ITEM 9.a.

King William County
Est. 1702

Board of Supervisors

County Administrator

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

MEMO

DATE: June 22, 2020

TO: King William County Board of Supervisors

FROM: Bobbie H. Tassinari, County Administrator

RE: Proposed Amendment to King William Code Chapter 26, Courts; Section 26-32; Court Costs for Funding of Court House and Courtroom Security Personnel

SUMMARY

The Virginia General Assembly, 2020 Session, amended §53.1-120.D. "…..may assess a sum not to exceed $20 as part of the costs in each criminal or traffic case in its district…." This is an amendment allowing localities to increase the current fee of $10.00 up to a maximum $20.00 to support the Courtroom Security Personnel managed by the Sheriff's Office. (Attachment A)

The County implemented the fee in June 2002, via Ordinance Amendment to Code of King William County, Virginia Chapter 9, Article V "Assessment of Court Costs" Section 9.72 (The current Section 9.72 will be renumbered 9.74). The vote was unanimous by the Board of Supervisors. (Attachment B)

The County amended the fee in August 2007, via Ordinance Proposed Amendment to King William County Code Chapter 26; Courts; Section 26-32; Court Costs for Funding of Court House and Courtroom Security Personnel. The fee was raised from $5.00 to the maximum of $10.00 as approved by the 2007 General Assembly. (Attachment C)

The Board of Supervisors was provided the information at the June 8th Work Session with the request by staff to consider approving after the Public Hearing to be held at the June 22, 2020 Board meeting.

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

King William County
Est. 1702

Board of Supervisors

County Administrator

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

ACTION REQUESTED

Staff has published a Public Hearing Note for the June 22, 2020 Board of Supervisors Regular meeting. A formal vote will be requested at the June 22, 2020 meeting. (Attachment D)

Staff recommends amending the King William County Ordinance to increase the fee from $10.00 to $20.00 per Senate Bill 149, 2020 General Assembly Session.

ATTACHMENT(S)

- Attachment A – Senate Bill 149, General Assembly 2020
- Attachment B – June 2002 Ordinance Implementing Fee
- Attachment C – August 2007 Ordinance Amending Fee
- Attachment D – Public Hearing Notice
- Attachment E – Ordinance 05-20 Amendment to King William County Code Chapter 26, Courts; Section 26-32

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

ATTACHMENT A

2020 SESSION

CHAPTER 602

*An Act to amend and reenact § **53.1-120** of the Code of Virginia, relating to courthouse and courtroom security; assessment.*

[S 149]
Approved April 2, 2020

Be it enacted by the General Assembly of Virginia:

1. That § **53.1-120** of the Code of Virginia is amended and reenacted as follows:

§ **53.1-120**. Sheriff to provide for courthouse and courtroom security; designation of deputies for such purpose; assessment.

A. Each sheriff shall ensure that the courthouses and courtrooms within his jurisdiction are secure from violence and disruption and shall designate deputies for this purpose. A list of such designations shall be forwarded to the Director of the Department of Criminal Justice Services.

B. The chief circuit court judge, the chief general district court judge and the chief juvenile and domestic relations district court judge shall be responsible by agreement with the sheriff of the jurisdiction for the designation of courtroom security deputies for their respective courts. If the respective chief judges and sheriff are unable to agree on the number, type and working schedules of courtroom security deputies for the court, the matter shall be referred to the Compensation Board for resolution in accordance with existing budgeted funds and personnel.

C. The sheriff shall have the sole responsibility for the identity of the deputies designated for courtroom security.

D. Any county or city, through its governing body, may assess a sum not in excess of ~~$10~~ *$20* as part of the costs in each criminal or traffic case in its district or circuit court in which the defendant is convicted of a violation of any statute or ordinance. If a town provides court facilities for a county, the governing body of the county shall return to the town a portion of the assessments collected based on the number of criminal and traffic cases originating and heard in the town. The imposition of such assessment shall be by ordinance of the governing body that may provide for different sums in the circuit courts and district courts. The assessment shall be collected by the clerk of the court in which the case is heard, remitted to the treasurer of the appropriate county or city and held by such treasurer to be appropriated by the governing body to the sheriff's office. The assessment shall be used solely for the funding of courthouse security personnel, and, if requested by the sheriff, equipment and other personal property used in connection with courthouse security.

On motion by L. E. Byrum, Jr., seconded by E. P. Sterowski and carried with the following roll call vote, the Board adopted Zoning Text Amendment, Case #T-01-02 as presented in public hearing, to change the County's definition of a minor subdivision to reduce the maximum number of lots allowed in a minor subdivision from seven (7) lots to five (5) lots.

D. L. Wright	Aye
E. P. Sterowski	Aye
L. E. Byrum, Jr.	Aye
R. S. Diggs	Aye
C. T. Redd, III	Nay

RE: KING WILLIAM COUNTY CODE – PROPOSED AMENDMENTS REGARDING ASSESSMENT OF COURT COSTS

a. Public Hearing – Proposed Amendments to Code of King William County, Virginia, Chapter 9, Article V, "Assessment of Court Costs" – Section 9.72, Court Cost for Funding of Courthouse and Courtroom Security Personnel (and Renumbering Current Section 9.72 to Section 9.74) - The County Administrator advised the Board that this proposed amendment to the Code of King William County, Virginia, has been duly advertised as required by law, and explained that if adopted, revenues realized from the court costs will be used for funding of courthouse and courtroom security personnel.

Thereupon, the Chairman declared the public hearing open for comments. No persons appeared to speak for or against the proposed amendment.

Whereupon, on motion by L. E. Byrum, Jr., seconded by C. T. Redd, III and carried unanimously, the public hearing was declared closed.

b. Adoption of Amendment to Code of King William County, Virginia, Chapter 9, Article V, Section 9.72 (and Renumbering Current Section 9.72 to Section 9.74) - On motion by C. T. Redd, III, seconded by R. S. Diggs and carried unanimously, the Board adopted the following amendment to the Code of King William County, Virginia:

AMENDMENT TO CODE OF KING WILLIAM COUNTY, VIRGINIA
CHAPTER 9, ARTICLE V "ASSESSMENT OF COURT COSTS"
SECTION 9.72 (The current Section 9.72 will be renumbered 9.74)

Amend Chapter 9, Article V pertaining to Miscellaneous Fees by adding Section 9.72 – Court Cost for Funding of Courthouse and Courtroom Security Personnel (The current Section 9.72 will be renumbered 9.74)

9.72 – Court cost for funding of courthouse and courtroom security personnel

There is hereby assessed the sum of five dollars ($5.00) on each and every criminal or traffic case in Juvenile & Domestic Relations Court, General District Court, and Circuit Court in which the defendant is convicted of a violation of any statute or ordinance. The Clerk of the Juvenile and Domestic Relations District Court, the Clerk of the General District Court, and the Clerk of the Circuit Court shall collect said assessment and remit same to the King William County Treasurer where it shall be held subject to appropriation by the King William County Board of Supervisors for the funding of Court House security personnel.

These amendments shall be effective on and after July 1, 2002.

c. Public Hearing on Proposed Amendment to Code of King William County, Virginia, Chapter 9, Article V, "Assessment of Court Costs" – Section 9.72, Local Booking Fee - The County Administrator indicated to the Board that this proposed amendment to the Code of King William County, Virginia, has been duly advertised as required by law, and that if adopted, the revenues realized from it will be used to defray the costs of processing arrested persons.

The Chairman declared the public hearing open for comments. There being no persons appearing to speak for or against this proposed amendment, the public hearing was declared closed on motion by C. T. Redd, III, seconded by L. E. Byrum, Jr. and carried unanimously.

d. Adoption of Amendment to Code of King William County, Virginia, Chapter 9, Article V, Section 9.73, Local Booking Fee - On motion by L. E. Byrum, Jr., seconded by C. T. Redd, III, and carried unanimously, the Board adopted the following amendment to the Code of King William County, Virginia:

AMENDMENT OF CODE OF KING WILLIAM COUNTY, VIRGINIA
CHAPTER 9, ARTICLE V 'ASSESSMENT OF COURT COSTS"
SECTION 9.73

Amend Chapter 9, Article V Pertaining to Miscellaneous Fees By Adding Section 9.73 – Local Booking Fee

9.73 - Local Booking Fee

There is hereby assessed the sum of twenty-five dollars ($25.00) on each individual admitted to the County or regional jail following a conviction. The Clerk of the Juvenile and Domestic Relations District Court, the Clerk of the General District Court, and the Clerk of the Circuit Court shall collect said assessment and remit same to the King William County Treasurer where it shall be held subject to appropriation by the Kingh William County Board of Supervisors, for the uses permitted by Section 15.2-1613.1 of the Code of Virginia, 1950, as amended.

This amendment shall be effective on and after July 1, 2002.

Jan 2002

c. Public Hearing – Proposed Amendments to King William County Code Chapter 26; Courts; Section 26-32; Court Costs for Funding of Court House and Courtroom Security Personnel - The County Administrator advised the Board that the 2007 General Assembly approved an increase from $5.00 to $10.00 in the fee on each criminal or traffic case in the Juvenile and Domestic Relations Court, the General District Court, and the Circuit Court in which the defendant is convicted of a violation of any statute or ordinance. This legislation was originally approved by the General Assembly and the Board of Supervisors in 2002, and has been thus far primarily reserved for use on court days. These monies are used for funding of courthouse and courtroom security personnel.

Thereupon, the public hearing was declared open for comments. No persons appeared to speak for or against the proposed amendment. The public hearing was declared closed.

d. Consideration of Action on Proposed Amendments to King William County Code Chapter 26; Courts; Section 26-32; Court Costs for Funding of Court House and Courtroom Security Personnel - On motion by E. J. Rivara, seconded by O. O. Williams and carried unanimously, the Board adopted the above stated amendments to the King William County Code as presented in public hearing. Said amendments to become effective immediately upon adoption.

RE: UPDATE ON COUNTY PROJECTS – FRANK A. PLEVA, COUNTY ADMINISTRATOR

a. Regional Animal Shelter - The County Administrator reported that Grand Metro Builders' construction schedule projected substantial completion of this project in the summer of 2007. However, this is not the case. The project will not be substantially complete this summer. The County will be discussing liquidated damages because of this.

Further, Mr. Pleva reported that applications have been received in response to the advertisement for the position of Animal Shelter Manager, and that interviews will begin after the Labor Day weekend. He also indicated that volunteers from the Indian Rivers Humane Society will be sought to help with the operation of the shelter.

Aug 2007

Sec. 26-32. - Court cost for funding of courthouse and courtroom security personnel.

There is hereby assessed the sum of $10.00 on each and every criminal or traffic case in juvenile and domestic relations court, general district court, and circuit court in which the defendant is convicted of a violation of any statute or ordinance. The clerk of the juvenile and domestic relations district court, the clerk of the general district court, and the clerk of the circuit court shall collect such assessment and remit the same to the county treasurer where it shall be held subject to appropriation by the county board of supervisors for the funding of court house security personnel.

(Ord. of 6-24-2002, § 9.72; Ord. of 6-25-2007(1))

ATTACHMENT D

KING WILLIAM COUNTY, VIRGINIA
NOTICE OF INTENT TO AMEND AND PUBLIC HEARING

An Ordinance to
Amend the King William County Code, Chapter 26. Courts, Section 26-32, Court Costs for Funding of Court House and Courtroom Security Personnel.

The Board of Supervisors of King William County, Virginia, will hold a Public Hearing on Monday, June 22, 2020 at 7:00 p.m., or as soon thereafter as the matter may be heard, in the Board Room of the County Administration Building, 180 Horse Landing Road, King William, Virginia, to receive public comment and to consider the ordinance captioned above.

Ordinance #XX-20 will amend Section 26-32 of the King William County Code to address the 2020 General Assembly approved increase from $10.00 to $20.00 fee on each criminal or traffic case in the district or circuit court in which the defendant is convicted of a violation of any statute or ordinance.

All interested persons may appear and present their views at the above time and place. If a member of the public cannot attend, comments may be submitted by mail to 180 Horse Landing Road #4, King William, VA 23086; by fax to (804) 769-4964, or by email to countyadmin@kingwilliamcounty.us. Comments received by 12:00 noon on the day of the hearing will be distributed to Board members and made a part of the public record. A complete copy of the proposed ordinance may be viewed in the Office of the County Administrator at 180 Horse Landing Road, King William, VA, during regular business hours, Monday thru Friday from 8:30 a.m. to 4:30 p.m. or at www.kingwilliamcounty.us. Anyone needing assistance or accommodation under the provisions of the Americans with Disabilities Act should contact the County Administrator's Office at (804) 769-4927 or countyadmin@kingwilliamcounty.us.

By the authority of
Bobbie H. Tassinari
County Administrator
Clerk to the Board

ORDINANCE 05-20

An Ordinance to Amend the King William County Code, Chapter 26. Courts, Section 26-32, Court Costs for Funding of Court House and Courtroom Security Personnel.

WHEREAS, King William County is authorized by Virginia Code §53.1-120 to assess a sum not in excess of $10.00 as part of the costs in each criminal or traffic case in its district or circuit court in which the defendant is convicted of a violation of any statute or ordinance; and

WHEREAS, King William County adopted an ordinance at the June 2002 Board of Supervisors meeting authorizing the collection of such fee; and

WHEREAS, on August 2007 the King William County Board of Supervisors amended, per the changes implemented by the 2007 Session of the General Assembly, increasing the fee from $5.00 to $10.00; and

WHEREAS, the 2020 Session of the General Assembly has amended §53.1-120 to increase the maximum allowable fee from $10.00 to $20.00; and

WHEREAS, the proposed amendment has been advertised by the Board and a public hearing was conducted on June 22, 2020 on the proposed amendment; and

WHEREAS, the Board believes it appropriate to amend the King William County Code, Chapter 26. Courts, Section 26-32, Court Costs for Funding of Court House and Courtroom Security Personnel as recommended by staff; and

WHEREAS, the amendment shall be effective July 1, 2020; and

NOW, THEREFORE, BE IT ORDAINED AND ENACTED, that the Board of Supervisors of King William County, Virginia, does this June 22, 2020, repeal the current fee and adopt the proposed fee effective July 1, 2020.

AGENDA ITEM 9.b.

King William
County
Est. 1702

Board of Supervisors

Ron W. Etter, Director
Community Development

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

TO: Board of Supervisors

FROM: Ron Etter, Director of Community Development

SUBJECT: CUP 01-20

DATE: June 22, 2020

Summary of Request for CUP 01-20

The applicant, Verizon Wireless, is requesting a Conditional Use Permit in order to construct a 250-foot self-supporting communication tower (254' with the lightening rod). The proposed tower is to be located at 13191 Mount Olive Cohoke Road, Tax Map Parcel 55-15G and consists of 25.01 acres. The property is a wooded parcel with a home and outbuilding. The property is zoned A-C, (Agricultural-Conservation) and is located in the West Point District. The closest existing tower is the State Police tower which is approximately 3.3 miles away from the Site.

Attachments

Application
Receipt
Information Packet
Elevation View of Proposed Tower
Public Hearing Notice
Public Notice-Owner, Applicant and Adjacent Property Owners
Balloon Test
Plat
Zoning Map
GIS View
Pictures
Existing Tower Locations
Deed, Legal Documents
Telecommunication Tower Ordinance

History

On November 24th, 2014, the Board of Supervisors adopted Ordinance #14-07 which added Article XIX "Telecommunication Towers" to the Zoning Ordinance. This set in place additional processes and development standards for telecommunication tower development. A copy of Article XIX is attached to this report.

Compliance with Article XIX:

The application is in compliance with all requirements of this section.

Public Notice:

Legal ads were run in the Tidewater Review on June 10th and 17th for the Board of Supervisor's Public Hearing. Notices to the owner/applicants and adjacent property owners were mailed on June 1, 2020. Staff posted a sign in front of the property indicating there is a pending zoning action and provided contact information.

Balloon Test:

The applicant mailed notices of the balloon test and community meeting to adjacent property owners and placed a notice in the Tidewater Review. The applicant conducted a balloon test to simulate the tower's height on March 10, 2020. A representative was available on-site during the balloon test to answer questions.

Community Meeting:

The applicant held a community meeting on March 16, 2020 at 6:30 p.m. at the VFW Post 8356 to present their proposal and receive feedback. Only one member of the public attended.

Public Input:

Staff met with one adjacent property owner who had concerns about the potential radio frequency interference with his equipment, but had no concern with the tower visibility from their property during the balloon test.

Planning Commission Approval

The Planning Commission voted 5 to 0 to approve the project with the following conditions:

1) The CUP shall permit a telecommunication tower for which a valid and current building permit is issued within two (2) years of conditional use permit approval. For any construction which does not have a valid and current building permit at the end of the initial two (2) year period; the applicant may seek an extension for the deadline of any remaining construction from the Zoning Administrator. A request for an extension shall be submitted in writing to the Zoning Administrator prior to the expiration. The Zoning Administrator shall consider the compliance history with these conditions and the Code of King William County in the decision to grant the request. If the Zoning

Administrator does not grant the extension, the request shall be forwarded to the Board of Supervisors for consideration and action.

2) No signage of any type may be placed on the tower or accompanying facility other than notices, warnings, and identification information required by law.
3) The tower must meet all Federal Aviation Administration (FAA), Federal Communications Commission (FCC) and any other agency of the federal government.
4) Verizon Wireless must provide a Nonionizing Electromagnetic Radiation Report (NIER) which contains information on the amount of electromagnetic radiation emissions generated by the telecommunication antenna installation. The report shall be in a format acceptable to the Federal Communications Commission (FCC) and shall also include the following information: Electromagnet Emissions (EME) site studies, EME site modeling, non-lonizing radiation (NIR) modeling, site safety plans, site remediation. The NIER report must be submitted prior to obtaining approval of a building permit.
5) All utilities leading to the site will be placed underground, unless prohibited by the State or Federal agency regulating such utilities.
6) All E-911 calls received by the tower shall be routed to public safety answering points in accordance with Federal and State law.
7) The tower must be lit in compliance with FAA requirements.
8) The tower must have a galvanized steel finish. Dish antennas will be of a neutral, non-reflective color with no logos.
9) The equipment cabinets and any necessary buildings must be neutral colors. The tower compound must be fenced with an eight (8) foot high fence and the compound will need to be surrounded with landscaping, which will screen the base of the tower and the ground equipment. The security fencing shall be screened with a ten (10) foot landscape buffer consisting of evergreen trees. The tower must be equipped with an anticlimbing device. All fencing to be maintained by the applicant.
10) Once the tower is no longer active or in use for a 24-month period, it shall be considered abandoned and the owner of the tower shall remove the tower within 90 days. Removal includes the removal of the tower, all tower and fence footers, underground cables and support buildings. When a tower is deemed to be abandoned, an owner wishing to extend the time for removal shall submit an application stating the reason for such extension. The Zoning Administrator may extend the time for removal or reactivation up to 60 additional days upon a showing of good cause. If the antenna support structure or antenna is not removed within the specified time, the County may contract for removal. Thereafter, the county may cause removal of the antenna support structure with costs being borne by the owner of the tower or the land owner. All costs of removal shall be charged to the landowner and become a lien on the property on which the tower is located. A bond shall be submitted to the County for the total cost of removal plus 25%.

CUP-01-20

Application

KING WILLIAM COUNTY, VIRGINIA
APPLICATION FOR A
CONDITIONAL USE PERMIT

1. **Owner Information:**

Name: Robert H Green Jr. and Jana D. Green

Address: 13191 Mount Olive Cohoke Road, West Point, VA 23181

Phone Number: See Applicant Information Email: See Applicant Information

2. **Applicant/Point of contact Information (if different from owner):**

Name: Euan Fuller (Verizon Wireless Agent)

Address: 1111 E Main St, Suite 1905, Richmond, VA 23219

Phone Number: 804-510-6888 Email: efuller@bci-mail.com

3. **Property Information:**

Tax Map #: 55-15G Zoning District: A-C

Property Address: 13191 Mount Olive Cohoke Road, West Point, VA 23181

Property Total Acreage: 25.01 Acreage of CUP area: 10,000Ft² lease area plus access route as depicted on the zoning drawings

Instrument/Deed Book #:130002548

4. **Project Description:** Attached as a separate sheet.

5. **Site Plan:** Attach a Preliminary Site Plan which complies with the requirements of Zoning Ordinance Sec. 86-494

6. **Standards:** Attach as a separate sheet information how the application does not impact, or mitigates its impacts, as related to the general standards found in Zoning Ordinance Sec. 86-173(5) and specific standards for the use, if applicable.

I hereby certify that the information presented in this application is complete and accurate to the best of my knowledge. County officials and employees are authorized to enter upon the property described herein during regular working hours for the purpose of performing assigned duties in connection with this application.

Signature of Owner or Applicant: Janice D. Green Robert H. Green

If not signed by the property owner, attach authorization to apply on behalf of the owner.

STATE OF: Virginia **COUNTY OF:** Richmond City, to-wit:

The foregoing instrument was acknowledged before me this 29 day of January, ~~201~~2020.

Nicole Carty
Notary Public

April 30, 2022
My Commission Expires

NICOLE CARTY
Notary Public
Commonwealth of Virginia
Registration No. 7797028
My Commission Expires Apr 30, 2022

Effective 07-2017

CUP-01-20

Transmittal Receipt

Revenue Transmittal Planning/Building Department
King William County, VA

3/13/2020
Date

Name: [illegible]

Subdivision: _____

Permit No: _____

Address: [illegible]

Tax Map No: 55-155

Dept.	Description	Amount
COPIES	Sale Of Copies (Maps, Data, Etc.)	$
CONUSE	Conditional Use/Rezoning Ap.	$ 350.00
VARINC	Variance Applications	$
APPEAL	Appeals Fees-Zoning Decisions	$
HISREV	Hist. Pres. & Architectural Review Bd.	$
SITE	Site Plan	$
SIGN	911 Road Sign Maintenance	$
BOND	Escrow Acct. for Cash Bonds	$
ERSE	Erosion/Sediment Control	$
PROF	Cash Proffers	$
SUBD	Subdivision Application	$
WETL	Wetlands Board	$
ZPER	Zoning Permits	$
BPER	Building Permits	$
SURC	Building Permit Surcharge	$
PLNR	Building Plans Review Fee	$
RENSP	Re-Inspection Fee / Penalty	$
FPCP	Fire Prevention	$
		$
		$

TOTAL REMITTANCE TO TREASURER $ 350.00

[illegible] 3/13/20
Signature and Date
Planning Office

Marie [illegible]
Signature and Date
Treasurer's Office 3-13-2020

Ck# 9065
BOA

White-Applicant Canary-Treasurer Pink-Planning Revised 05/14

CUP-01-20

Information Packet

verizon
1831 Rady Ct., Richmond, VA 23222

January 29, 2020

To whom it may concern:

CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS ("Verizon Wireless") has contracted Bamman Consulting ("BCI") to support it in upgrades to its wireless service. BCI is authorized to represent Verizon Wireless, acting as its agent, to our Landlords and to the municipal jurisdictions in which our sites are located.

It is Verizon Wireless' intent to construct and utilize a new cell tower on the property located at 13191 Mount Olive Cohoke Road, West Point, VA 23181. Verizon Wireless will construct and operate this facility in strict compliance with FCC and other regulations as appropriate.

Should you have any questions about this matter, please feel to contact Linda French at 804-543-7560 or linda.french@verizonwireless.com.

Verizon Wireless is looking forward to continuing its various business relationships and providing enhanced coverage within its wireless network.

Yours sincerely,

Linda French

Linda French
Engr III Specialist – Real Estate/Regulatory

verizon

Applicant: Cellco Partnership (d/b/a Verizon Wireless)
Conditional Use Permit Application
Project Narrative
Site Name: Sweet Hall
Tax Map No: #55-15G
13191 Mount Olive Cohoke Road
West Point, VA 23181

Cellco Partnership d/b/a Verizon Wireless ("Applicant") is making this application to construct and operate a two-hundred fifty foot (250) foot self-support lattice telecommunications tower with a four (4) foot lightning rod (for a total structure height of two hundred fifty-four (254) feet above ground level) on a 10,000 square foot portion of the subject property. The proposed tower will be made of galvanized steel. No advertising will be placed on the tower or compound.

As indicated on the attached aerial network map, the Applicant currently has a need for an antenna site to improve wireless service along King William Road (SR-30) in King William County. As indicated on the enclosed aerial network map, antennas operating on the proposed communications facility will connect with antennas being operated by the Applicant on the following existing towers: (1) a 305-foot tower, labeled "VZN – King William", approximately 4.5 miles to the northwest on the eastern side of King William Road (SR-30) across from the County landfill; (2) a 308-foot tower, labeled "VZN – King and Queen Courthouse", approximately 5.2 miles to the northeast; and (3) a 312-foot tower, labeled "VZN - Lumber Yard", approximately 4.0 miles to the southeast.

Like the networks of all other wireless carriers, the Applicant's network of antenna sites is largely based on the use of existing towers and tall structures, built by the Applicant and other wireless carriers and tower companies. Before determining that a new tower was necessary to satisfy its service objectives, the Applicant first searched the area near the yellow pin labeled "Sweet Hall" on the attached aerial network map for existing towers and/or tall structures on which it could co-locate its antennas. There are no structures within the search area on which Verizon could co-locate its antennas. The closest existing tower on which Verizon is not located is the State Police tower, which is approximately 3.3 miles from the proposed tower. In addition to being outside Verizon's search ring, it is not available for collocation and is too close to a tower on which Verizon is currently operating labeled "VZN –Lumber Yard" on the aerial map. Because there are no other existing towers or tall structures in the search area on which the Applicant could locate its antennas, the Applicant is seeking a conditional use permit from the Board of Supervisors in order to construct a new telecommunications tower on this vegetated portion of the subject property.

The subject property, which is known as Tax Map Number #55-15G located at 13191 Mount Olive Cohoke Road, in West Point, is a wooded 25.01 acre parcel zoned A-C (Agricultural-Conservation) with a home and outbuilding. The property is owned by Robert H. Green Junior, as Trustee under the provisions of the Robert H. Green, Jr., Revocable Trust under Agreement dated September 26, 2013, and Jana D. Green, as Trustee under the provisions of the Jana D. Green, Revocable Trust under Agreement dated September 26, 201.

(d) No signage of any type may be placed on the tower or accompanying facility other than notices, warnings, and identification information required by law.

The only signage on the tower or in the tower compound will be notices, warnings and identification information required by law.

(e) Maximum tower height (including appurtenances) shall generally be 199 feet; however, the board of supervisors may approve a greater height based upon a demonstration of a significant gap in coverage, including a gap affecting wireless users in buildings and cars.

The proposed tower will be a 250-foot self-support lattice tower with a 4-foot lighting rod. The increased height at this location is required for two reasons. First, the antennas with which these antennas will connect are located on towers, which are all over 300 feet above ground level. Second, those connecting sites are between 4 miles and 5.2 miles away. Therefore, in order to cover this sizable gap in coverage experienced by residents and businesses in this section of the County, the proposed tower and lightning rod must exceed the maximum height permitted by approximately 55 feet.

(f) Towers shall be designed to collapse fully within the lot lines of the subject property in case of structural failure.

The tower will be designed to have a breakpoint at the 175 foot level, so that, in the unlikely event of a structural failure, the tower will collapse on the subject property.

(g) All towers and antennas must meet or exceed the standards and regulations of the FAA, FCC, and any other agency of the federal government with the authority to regulate towers and antennas that are in force at the time of the application or which a federal agency applies retroactively.

The Applicant will insure that the tower and antennas meet or exceed the standards and regulations of the FAA, FCC and all other federal government agencies with authority to regulate towers and antennas.

(h) To ensure the structural integrity of towers, the owner of a tower shall ensure that it is designed and maintained in compliance with standards contained in applicable federal, state and local building codes and regulations that were in force at the time of the permit approval.

The Applicant will design and maintain the tower in compliance with all applicable federal, state and local building codes and regulations.

Sec. 86-806. - Setbacks.

The minimum setback to property lines of properties zoned residential, agricultural, PUD planned unit development or R-C rural conservation shall generally be 110 percent of total tower height or 500 feet to off-site dwellings not owned by the owner of the subject property, measured from the center of the base of the tower, whichever is greater. A tower may be located closer to those property lines based on mitigating its impacts by a reduced height, alternative designs such as monopole, camouflaging the tower or other methods; however, a tower may not be located closer than 110 percent of the tower's designed break point (fall zone) to property lines or 500 feet to dwellings not owned by the owner of the subject property, measured from the center of the base of the tower, whichever is greater.

The proposed tower will be located approximately 430 feet from Mount Olive Cohoke Road. Moreover, the tower will be designed to have a breakpoint at the 175 foot level, so that, in the unlikely event of a structural failure, the tower will collapse on the subject property. In addition, the tower will be approximately 500 feet from the closest off-site dwelling.

Sec. 86-807. - Coordination of local emergency services communications.

Applicants for new telecommunication facilities shall be encouraged to coordinate with the county's emergency services staff to consider the emergency services communication needs within the coverage area and consider possibilities for the sharing or utilization of new infrastructure.

The Applicant will consult with the County's emergency services staff to determine if they have a need to utilize space on the tower.

Tectonic

PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE

March 13, 2020

RE: TEC. W.O. NO.: 9820.SWEET HALL
VZW – SWEET HALL
13191 MT OLIVE COHOKE RD
WEST POINT, VA 23181
KING WILLIAM COUNTY
CERTIFICATION LETTER

To Whom It May Concern,

This letter is written to address the proposed Verizon Wireless cell site installation located at 13191 Mt Olive Cohoke Rd, West Point, Virginia.

The proposed cell site structure will be designed to adhere to the TIA-222-G-2005 Structural Standard for Antenna Supporting Structures and Antennas. In addition, the structure will adhere to the 2015 Virginia Uniform Statewide Building Code and any other local, state and federal codes and requirements.

The proposed 250-foot self-support tower will be designed by the tower manufacturer to collapse within a fall zone radius of 175 feet. Furthermore, the tower will be designed by the tower manufacturer with adequate structural capacity to support the collocation of equipment of at least four (4) wireless service providers.

If you have any questions or require additional information, please contact me at (804) 305-8936.

Sincerely,
Tectonic Engineering Consultants P.C.

COMMONWEALTH OF VIRGINIA
GRAHAM L. EVANS
Lic. No. 0402057868
3/13/2020
PROFESSIONAL ENGINEER

Graham L. Evans, P.E.
Project Manager

Henrico Office

3951 Westerre Parkway, Suite 160 | Henrico, VA 23233
804.217.8504 Tel | 804.270.0593 Fax

tectonicengineering.com
Equal Opportunity Employer

verizon

Collocation / Site License Application Process for all Verizon Submarkets

Application received at KGI (*you can e-mail or fax copy to your KGI contact, but please mail the completed, signed, hard copy to the KGI office):*

KGI
Building Three, Suite 370
805 Las Cimas Parkway
Austin, Texas 78746

KGI verifies that all information has been included with the application.
Signed and dated application form with ALL fields completed
$2,500 application fee for both new licenses or amendments (payable to KGI)
Equipment cut-sheets *(Typically copied sheets from catalogs)*
Preliminary Site Sketch

- An Entry & Testing Agreement may be required prior to accessing the tower site and is good for a minimum of 30 days to drive test the site and perform any required preliminary testing (*for new licenses). A current Certificate of Insured will also be required. Your KGI contract specialist will let you know the correct name and address of the Verizon entity to be shown as additional insured on the Certificate of Insurance*
- KGI will coordinate a site walk with one of Verizon's representatives *(if necessary)*
- After verification, the application is forwarded to the appropriate Verizon market contacts for approval pending structural analysis. This process takes approximately 10 to 20 days.
- KGI will forward the due diligence package to the carrier
- KGI forwards request for structural analysis, any site photos, etc., along with previous studies to the region's preferred engineering consultant. **Photos of the subject tower and compound as it exists prior to installing new equipment are very helpful.**
- Structural cost will depend on the Verizon submarket and tower type. If no existing studies are available and mapping or foundation/geotech studies are required, the additional cost will be quoted on a site by site basis. If no additional studies are required, a structural analysis takes an average of 10 business days. If additional study is required (soils, foundations) the process takes approx. 4 weeks.
  DO NOT ORDER STRUCTURAL REPORTS ON YOUR OWN WITH A DIFFERENT ENGINEERING FIRM OR YOU MAY BE REQUIRED TO RE-RUN THEM THROUGH VERIZON'S PREFERRED VENDOR AT ADDITIONAL COST.
- Mount analysis of existing installations must be performed prior to modifying equipment and all mounts, new or existing, must comply with current regulatory standards. Additional fee will be required for the mount analysis and quote obtained on a case by case basis. Please provide model numbers of existing or proposed mounts and photos of existing with your application..
  Please send PO / check to KGI or email PO to your Contract Specialist.
  KGI
  Building Three, Suite 370
  805 Las Cimas Parkway
  Austin, Texas 78746
  KGI will submit the Order Package to the Engineering Firm on your behalf.
- If structural analysis passes and application is approved, the agreement (site license agreement or amendment) will be prepared by KGI Legal. If structural fails, negotiations to modify the tower may take place if desired. You will be required to pay for a Modification Design that will take approx. 20 days to complete. Allow approx. 30 days for draft completion once mod design and all engineering reports have been completed and approved by Verizon.
- Engineer-sealed Construction Drawings, Site Plan and the names and contact info for construction contractor must be provided for approval.
- A copy of your building permit, construction schedule, zoning approval or statement that zoning is not required must be provided prior to starting construction at the site.
- After full execution of the agreement and upon satisfaction of NTP requirements, KGI will issue an NTP (Notice to Proceed). **See attached NTP checklist.** **You must coordinate with KGI for a date to begin installation. **

Tectonic

PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

March 13, 2020

RE: TEC. W.O. NO.: 9820.SWEET HALL
VZW – SWEET HALL
13191 MT OLIVE COHOKE RD
WEST POINT, VA 23181
KING WILLIAM COUNTY
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The proposed 250-foot self-support tower will be designed by the tower manufacturer to collapse within a fall zone radius of 175 feet. Furthermore, the tower will be designed by the tower manufacturer with adequate structural capacity to support the collocation of equipment of at least four (4) wireless service providers.

If you have any questions or require additional information, please contact me at (804) 305-8936.

Sincerely,
Tectonic Engineering Consultants P.C.

COMMONWEALTH OF VIRGINIA
GRAHAM L. EVANS
Lic. No. 0402057868
3/13/2020
PROFESSIONAL ENGINEER

Graham L. Evans, P.E.
Project Manager

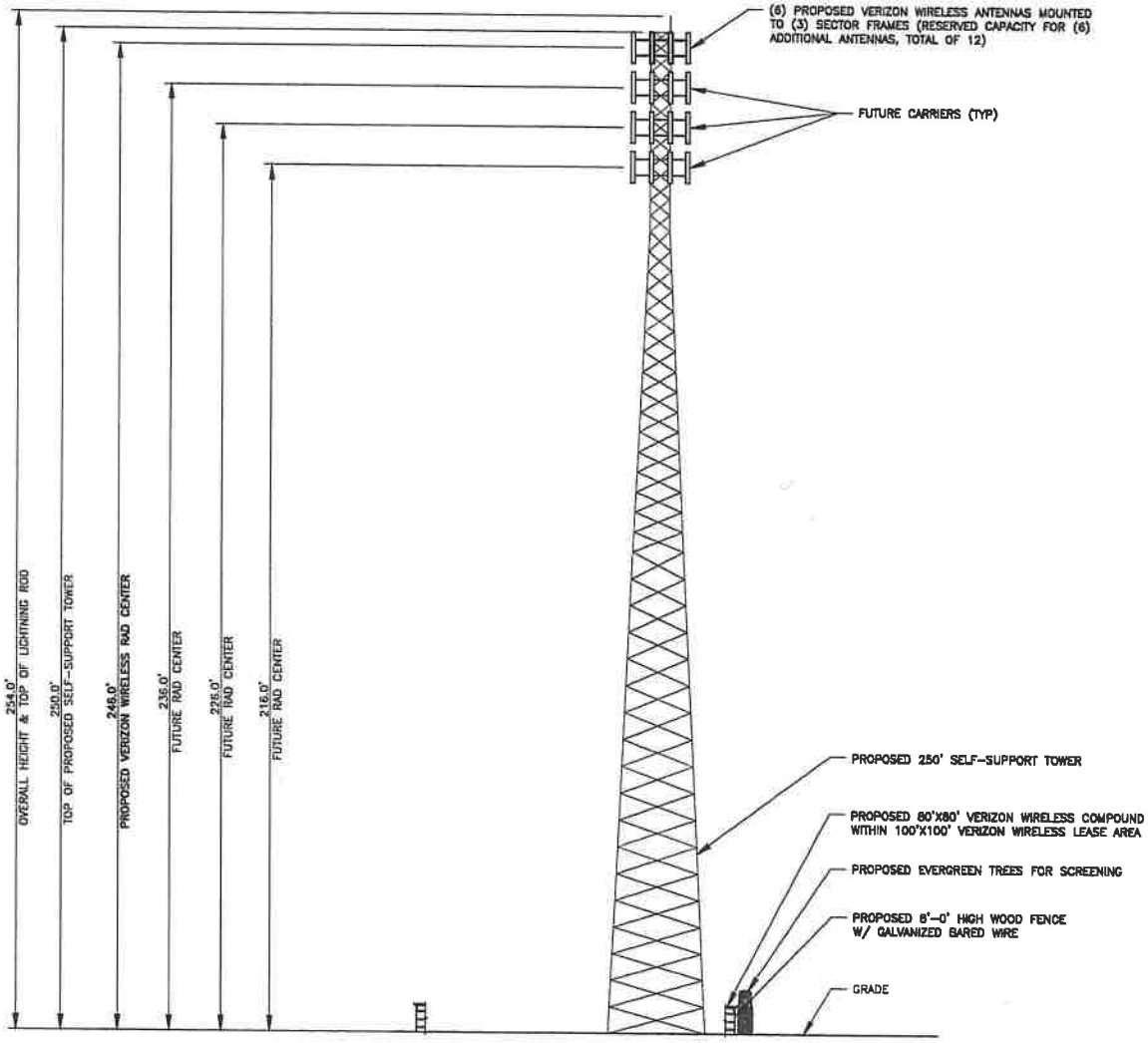
Henrico Office

3951 Westerre Parkway, Suite 160 | Henrico, VA 23233
804.217.8504 Tel | 804.270.0593 Fax

tectonicengineering.com
Equal Opportunity Employer

CUP-01-20

Elevation Plan



1 / Z-3 ELEVATION VIEW
SCALE: 1" = 30'

STRUCTURAL NOTE

THIS VIEW DEPICTS THE PROPOSED VERIZON WIRELESS UPGRADES TO THE PROPOSED TOWER. IT DOES NOT INFER THAT TECTONIC HAS EVALUATED IT'S STRUCTURAL ADEQUACY FOR THE NEW LOADS IMPOSED. THE PROPOSED SELF-SUPPORT TOWER WILL BE DESIGNED BY THE MANUFACTURER WITH ADEQUATE STRUCTURAL CAPACITY TO SUPPORT THE COLLOCATION OF EQUIPMENT OF AT LEAST FOUR (4) WIRELESS SERVICE PROVIDERS.

verizon
1831 RADY COURT
RICHMOND, VA 23233

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.
Tectonic Engineering Consultants P.C.
3951 Westerre Parkway, Suite 150
Henrico, VA 23233
Phone: (804) 217-5504
(800) 629-6531
www.tectonicengineering.com

DESIGN APPROVAL

PRELIMINARY/CONSTRUCTION

RF ENG. _____ DATE: _____
EQPT. ENG. _____ DATE: _____
OPERATIONS _____ DATE: _____
CONST. MGR. _____ DATE: _____
NETWORK ENG. _____ DATE: _____
REAL ESTATE _____ DATE: _____

WORK ORDER NUMBER	DRAWN BY
9820.SWEET HALL	SKS

NO.	DATE	ISSUE
0	10/21/19	FOR COMMENT
1	11/08/19	REVISED ELEVATION
2	11/18/19	LANDLORD COMMENTS
3	3/13/20	FOR COMMENTS

RELEASED BY _____ DATE _____

COMMONWEALTH OF VIRGINIA
GRAHAM J. EVANS
Lic. No. 0402057868
3/13/2020
PROFESSIONAL ENGINEER

UNAUTHORIZED ALTERATION OR ADDITION TO A PLAN BEARING THE SEAL OF A LICENSED ENGINEER OR LAND SURVEYOR IS A VIOLATION OF THE STATE LICENSING REGULATIONS.

COPIES OF THIS DOCUMENT WITHOUT A FACSIMILE OF THE SIGNATURE AND AN ORIGINAL, EMBOSSED SEAL OR ORIGINAL STAMP IN BLUE OR RED INK OF THE PROFESSIONAL ENGINEER OR LAND SURVEYOR SHALL NOT BE CONSIDERED VALID COPIES.

0 .5 1 1.5
ORIGINAL SIZE IN INCHES

SITE INFORMATION

VZW-SWEET HALL
13191 MT OLIVE COHOKE RD.
WEST POINT, VA 23181
KING WILLIAM COUNTY

SHEET TITLE

ELEVATION PLAN

SHEET NUMBER

Z-3

File:C:\Users\grahamevans\AppData\Local\Temp\AcPublish_13064\80-T020-9820. Sweet Hall 20s Rev3. PlotHost: 3/13/20 at 12:14pm. By:Graham Evans. Last Saved By:Graham Evans

CUP-01-20

Public Hearing Ad

King William County
Public Hearing Notice

The Board of Supervisors of King William County, Virginia will hold a Public Hearing on Monday, June 22, 2020, at 7:00 p.m., or as soon thereafter, in the Board Meeting Room of the County Administration Building, 180 Horse Landing Road, King William, Virginia, **or virtually via Zoom Meeting**, to receive public comment on the following matter:

CUP-01-20: Owners – Robert H. Green, Jr. and Jana D. Green
Applicant – Euan Fuller – Verizon Wireless

A request for a Conditional Use Permit to construct a 250 foot self-supporting communication tower (254' with the lightening rod). The proposed tower is to be located at 13191 Mount Olive Cohoke Road, Tax Map Parcel 55-15G and consists of 25.01 acres. The property is zoned A-C, (Agricultural-Conservation) and is located in the Sweet Hall District. The Future Land Use Map in the 2016 Comprehensive Plan indicates Rural Land use for the property.

All interested persons may appear and present their views at the above time and place, **or via the Zoom Meeting, as applicable**. **Please call to day of the meeting or check the County's website to confirm if the meeting will be held at the Administration Building or via Zoom.** If a member of the public cannot attend, comments may be submitted by mail to 180 Horse Landing Road, #4, King William, VA 23086; by email to sgraham@kingwilliamcounty.us or by calling 804-769-4980. Comments received by 12:00 noon on the day of the hearing will be distributed to the Board Members and made a part of the public record. All records pertaining to this matter may be viewed in the Office of Community Development at 180 Horse Landing Road, King William, VA during regular business hours. Anyone needing assistance or accommodations under the provisions of the American with Disabilities Act should contact the Office of Community Development at (804)769-4980 or sgraham@kingwilliamcounty.us.

By Authority of
Ron W. Etter
Director of Community Development
Secretary to the Planning Commission
Ad to run June 10 and 17, 2020

CUP-01-20

Adjacent Property Owner

& Property Owner Info

CUP 01-20
Verizon Wireless
13191 Mount Olive Cohoke Road
Tax Map Parcel - 55-15G

Adjacent Property Owners:

1) Keep Truckin Road Service, LLC
   P.O. Box 609
   West Point, VA 23181
   28814 King William Road
   Zoned B-2 – 1.97 acres
   55-17A

2) Weems A. McFerrin
   28740 King William Road
   West Point, VA 23181
   Zoned A-C – 4.25 acres
   55-17

3) Brandon W. Mason
   Denise Woodring Mason
   355 W. St. Johns Church Road
   West Point, VA 23181
   Zoned A-C – 5.46 acres
   55-32A

4) Peter V. Henderson
   235 E. St. Johns Church Road
   West Point, VA 23181
   Zoned A-C – 5.46 acres
   55-16

5) Gwendolyn S. Smith
   317 Brantley Road
   West Point, VA 23181
   Zoned A-C – 6.53 acres
   55-15B

6) Jacqueline Webb
   501 Brantley Road
   West Point, VA 23181
   Zoned A-C – 5.03 acres
   55-15C

7) Douglas W. Erbaugh
Gail Garber Erbaugh
13088 Mount Olive Cohoke Road
West Point, VA 23181
Left of 13191 Mount Olive Cohoke Road
Zoned A-C – 30 acres
55-15F

8) Benjamin J. Edwards, III
28856 King William Road
West Point, VA 23181
Zoned A-C – 7.75
55-31

9) Laura Watkins
85 Waterview Drive
Newport News, VA 23608
48 Cobbs Lane
Zoned A-C – 5.03 acres
55-18M

10) James W. Lang
Barbara A. Lang
13149 Mount Olive Cohoke Road
West Point, VA 23181
Zoned A-C – 5.03 acres
55-18p

11) Douglas W. Erbaugh
13088 Mount Olive Cohoke Road
West Point, VA 23181
Zoned A-C – 5 acres
55-18C

12) Peter V. Henderson
Connie W. Henderson
5806 Mooretown Road
Williamsburg, VA 23188
King William Road
Zoned A-C – 494.53 acres
55-32

13) James L. Smith, Jr.
c/o James Bahari
12015 Ancient Spring Drive
Louisville, KY 40245
Located at the end of Brantley Road
Zoned A-C – 9.08 acres
55-15

14) Vernon Kelley
Grace Kelley
13034 Mount Olive Cohoke Road
West Point, VA 23181
Located two lots beyond the proposed site
Zoned A-C – 5 acres
55-18D

Mr. Euan Fuller
Verizon Wireless
1111 E. Main Street, Suite 1905
Richmond, VA 23219

Mr. Weems A. McFerrin
28740 King William Road
West Point, VA 23181

Ms. Gwendolyn S. Smith
317 Brantley Road
West Point, VA 23181

Mr. Benjamin J. Edwards, III
28856 King William Road
West Point, VA 23181

Mr. and Mrs. Peter V. Henderson
5806 Mooretown Road
Williamsburg, VA 23188

Mr. and Mrs. Vernon Kelley
13044 Mount Olive Cohoke Road
West Point, VA 23181

Mr. and Mrs. Robert H. Green, Jr.
13191 Mount Olive Cohoke Road
West Point, VA 23181

Mr. and Mrs. Brandon W. Mason
355 W. St. Johns Church Road
West Point, VA 23181

Ms. Jacqueline Webb
501 Brantley Road
West Point, VA 23181

Ms. Laura Watkins
85 Waterview Drive
Newport News, VA 23608

Mr. Douglas W. Esbaugh
13088 Mount Olive Cohoke Road
West Point, VA 23181

Keep Truckin Road Service, LLC
P.O. Box 609
West Point, VA 23181

Mr. Peter V. Henderson
235 E. St. Johns Church Road
West Point, VA 23181

Mr. and Mrs. Douglas W. Esbaugh
13088 Mount Olive Cohoke Road
West Point, VA 23181

Mr. and Mrs. James W. Lang
13149 Mount Olive Cohoke Road
West Point, VA 23181

Mr. James L. Smith, Jr.
c/o Mr. James Bahari
12015 Ancient Springs Drive
Louisville, KY 40245

King William
County
Est. 1702

Board of Supervisors

Ron W. Etter, Director
Community Development

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

June 1, 2020

Mr. and Mrs. Robert H. Green, Jr.
13191 Mount Olive Cohoke Road
West Point, VA 23181

RE: Application for A Conditional Use Permit 01-20, To Construct a Communication Tower on Property Located At 13191 Mount Olive Cohoke Road, Tax Map Parcel 55-15G.

Dear Mr. and Mrs. Green:

The Board of Supervisors will hold a Public Hearing on Monday, June 22, 2020, at 7:00 p.m. in the Board Meeting Room of the County Administration Building, 180 Horse Landing Road, King William, Virginia or **via the Zoom Meeting**, (please call the office or check the County's website) as applicable, to consider your request for a conditional use permit in order to construct a communication tower on your property located at 13191 Mount Olive Cohoke Road, tax map parcel 55-15G.

Your attendance is strongly encouraged. If you have any questions, please do not hesitate to call.

Sincerely,

Sherry L. Graham
Zoning Administrator

180 Horse Landing Road, No.4 • King William, Virginia 23086
804-769-4969 • Fax: 804-769-4964

CUP-01-20

Balloon Test

CERTIFICATE OF MAILING
NOTICE OF BALLOON TEST AND COMMUNITY MEETING

I, the undersigned, counsel for Cellco Partnership d/b/a Verizon Wireless, hereby certify that on March 2, 2020, I mailed a copy of the Notice of Balloon Test & Community Meeting, attached as Exhibit A, to all adjacent property owners listed on the spreadsheet, attached as Exhibit B, to notify these adjacent property owners of the balloon test we are holding on March 10, 2020 from 9:00 a.m. to 1:00 p.m.., with a rain date of March 11th at the same time, and to notify them of the community meeting we are holding on March 16, 2020 at 6:30 p.m. at VFW Post 8356, located at 1658 VFW Road, in West Point.

Lisa M. Murphy, Esquire

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

The foregoing certificate was acknowledged before me this 2nd day of March, 2020, by Lisa M. Murphy, who is personally known to me.

DIANE K. DOTSON NOTARY ID #194292 EXP. 3-31-20 PUBLIC COMMONWEALTH OF VIRGINIA

Diane K Dotson
Notary Public

My Commission expires: _____
Registration Number _____ [Affix Seal]

I-1677856.1

EXHIBIT A

Balloon Test & Community Meeting Notice Letter

See attached.

WILLCOX SAVAGE

Lisa M. Murphy
(757) 628-5540
lmurphy@wilsav.com

16102.036

March 2, 2020

Proposed 250-Foot Self-Support
Wireless Telecommunications Tower
(with a 4-foot lightning rod)
13191 Mount Olive Cohoke Road (Tax Map #55-15G)
Notice of Balloon Test & Community Meeting

Dear Property Owner:

In order to enhance wireless services it provides in King William County, Cellco Partnership (d/b/a Verizon Wireless) is applying for a conditional use permit to install and operate a 250-foot wireless telecommunications tower with a 4-foot lightning rod on 25.01 acres of vacant land zoned A-C, located at 13191 Mount Olive Cohoke Road, near property that you own. The proposed telecommunications tower will be a self-support lattice tower.

We will be holding a balloon test from 9:00 a.m. to 1:00 p.m. on Tuesday, March 10, 2020 at the property. The rain date for the balloon test will be Wednesday, March 11th at the same time. A representative of Verizon Wireless will be available on-site during the balloon test to answer questions. We will also be driving around taking pictures of the balloon and request permission to access your property to take photographs, if necessary.

In addition, we would like to cordially invite you to attend an informational meeting on Monday, March 16th, at 6:30 p.m. at VFW Post 8356, located at 1658 VFW Road, in West Point. At the informational meeting we will present the general development plan and additional details regarding the proposal, including balloon test photographs and photographic simulations of the proposed tower, and we will answer questions regarding the project. If you do not want us to access your property during the balloon test or you are unable to attend the informational meeting and/or the balloon test and you have questions regarding the proposed tower, please feel free to contact me directly by phone at (757) 628-5540 or by email at lmurphy@wilsav.com or Euan Fuller at (804) 510-6888 or by email at efuller@bci-mail.com. We would be happy to answer any questions you may have. With kind regards, I am

Very truly yours,

Lisa M. Murphy

Reply to Norfolk Office

440 MONTICELLO AVENUE SUITE 2200 NORFOLK, VA 23510 757.628.5500 FACSIMILE 757.628.5566
222 CENTRAL PARK AVENUE SUITE 1500 VIRGINIA BEACH, VIRGINIA 23462 757.628.5600 FACSIMILE 757.628.5659

WWW.WILLCOXANDSAVAGE.COM

EXHIBIT B

Adjacent Property Owner's List

See attached.

Easy Peel® Labels
Use Avery® Template 5160®
Feed Paper
Bend along line to expose Pop-Up Edge™
AVERY® 5160®

Robert H Green Jr. Ttee
Jana D Green Ttee
13191 Mt Olive Cohoke Road
West Point VA 23181

Peter V Henderson
5800 Mooretown Road
Williamsburg VA 23188

Keep Truckin Road Service LLC
P O Box 609
West Point VA 23181

James W Lang
Barbara A Lang
13149 Mt Olive Cohoke Road
West Point VA 23181

Jacqueline Webb
501 Brantley Lane
West Point VA 23181

Douglas William Erbaugh
Gail Garber Erbaugh
13088 Mt Olive Cohoke Road
West Point VA 23181

Brandon W Mason
Denise Woodring Mason
355 W St Johns Church Road
West Point VA 23181

Benjamin J Edwards III
Deborah J Edwards
28856 King William Road
West Point VA 23181

Douglas William Erbaugh
Gail Garber Erbaugh
13088 Mt Olive Cohoke Road
West Point VA 23181

Gwendolyn S Smith
Charles Eric Brantley
317 Brantley Road
West Point VA 23181

Weems A McFerrin
28740 King William Road
West Point VA 23181

Laura Watkins
85 Waterview Drive
Newport News VA 23608

Vernon Kelley
Grace Kelley
13034 Mt Olive Cohoke Road
West Point VA 23181

Étiquettes faciles à peler
Utilisez le gabarit AVERY® 5160®
Sens de chargement
Repliez à la hachure afin de révéler le rebord Pop-Up™
www.avery.com
1-800-GO-AVERY

Tax map ID	Owner(s)	Mailing Address	Zoning classification
55-15G	Green Robert H Jr Trustee and Green Jana D Trustee	13191 Mt Olive Cohoke Rd, West Point, VA 23181	A-C
55-15F	Erbaugh Douglas William and Erbaugh Gail Garber	13088 Mt Olive Cohoke Rd, West Point, VA 23181	A-C
55-15B	Smith Gwendolyn S and Brantley Charles Eric	317 Brantley Rd, West Point, VA 23181	A-C
55-16	Henderson Peter V	5800 Mooretown Road, Williamsburg, VA 23188	A-C
55-32A	Mason Brandon W and Mason Denise Woodring	355 W St Johns Church Road, West Point, VA 23181	A-C
55-17	McFerrin Weems A	28740 King William Road, West Point, VA 23181	A-C
55-17A	Keep Truckin Road Service, LLC	PO Box 609, West Point, VA 23181	B-2
55-31	Edwards Benjamin J III and Edwards Deborah J	28856 King William Road, West Point, VA 23181	A-C
55-18M	Watkins Laura	85 Waterview Drive, Newport News, VA 23608	A-C
55-18P	Lang James W and Lang Barbara A	13149 Mt Olive Cohoke Rd, West Point, VA 23181	A-C
55-18C	Erbaugh Douglas William and Erbaugh Gail Garber	13088 Mt Olive Cohoke Rd, West Point, VA 23181	A-C
55-18D	Kelley Vernon and Kelley Grace	13034 Mt Olive Cohoke Rd, West Point, VA 23181	A-C
55-15C	Webb Jacqueline	501 Brantley Lane, West Point, VA 23181	A-C

BALLOON TEST NOTICE DISPLAYED ON 03/06/2020

VIRGINIA MEDIA

Sold To:
Bamman Consulting LLC - CU80077875
11608 Estes Anderson Way
Glen Allen, VA 23059

Bill To:
Bamman Consulting LLC - CU80077875
11608 Estes Anderson Way
Glen Allen, VA 23059

Affidavit of Publication

State of Illinois
County of Cook

Order Number: 6620808
Purchase Order:

This day, John Farina appeared before me and, after being duly sworn, made oath that:

1) He/she is affidavit clerk of Tidewater Review, a newspaper published by Daily Press, LLC in the city of West Point and the state of Virginia
2) That the advertisement hereto annexed has been published in said newspaper on the dates stated below
3) The advertisement has been produced on the websites classifieds.pilotonline.com and https://www.publicnoticevirginia.com

Published on: **Mar 04, 2020**.

John Farina

Subscribed and sworn to before me in my city and state on the day and year aforesaid this 4th day of Mar, 2020.

My commission expires 12/20/22

Elizabeth Bolin

Signature of Notary

OFFICIAL SEAL
ELIZABETH BOLIN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/20/22

VIRGINIA MEDIA

BALLOON TEST & COMMUNITY MEETING NOTICE

In connection with an application for a conditional use permit for a 250-foot self-support wireless communications tower with a 4-foot lightning rod on property located at 13191 Mount Olive Cohoke Road in West Point, Cellco Partnership (d/b/a Verizon Wireless) will hold a balloon test from 9:00 a.m. to 1:00 p.m. on Tuesday, March 10, 2020 at the property. The rain date for the balloon test will be Wednesday, March 11, 2020 at the same time. A representative will be available on site during the balloon test to answer questions. In addition, Verizon Wireless will hold a community meeting on Monday, March 16th, at 6:30 p.m. at VFW Post 8356, located at 1658 VFW Road, in West Point, to display photographs of the balloon test and photographic simulations of the tower, to provide additional information and to answer questions regarding the project. Please contact Lisa Murphy at (757) 628-5540 or by email at lmurphy@wilsav.com or Euan Fuller at (804) 510-6888 or by email at efuller@bci-mail.com with any questions.

6620808 3/4/2020

CUP-01-20

Verizon Plan

verizon

SITE NAME:

VZW - SWEET HALL - RAWLAND

ADDRESS:

13191 MOUNT OLIVE COHOKE ROAD
WEST POINT, VA 23181

INSTALLATION OF WIRELESS COMMUNICATION FACILITY TOWER ANTENNAS AND ASSOCIATED EQUIPMENT

DIRECTIONS FROM RADY COURT OFFICE:

HEAD NORTHWEST ON RADY CT TOWARD RADY ST. TURN RIGHT ONTO RADY S SHARP RIGHT ONTO DILL AVE. TURN LEFT ONTO US-360 E/MECHANICSVILLE TURNPIKE CONTINUE TO FOLLOW US-360 E. TURN RIGHT ONTO VA-30 E TURN RIGHT ONTO STATE RTE 632. TURN RIGHT AT COBBS LN. SITE WILL BE ON THE RIGHT.

VICINITY MAP

SITE NAME:	SWEET HALL
PROJECT TYPE:	RAWLAND
ADDRESS:	13191 MOUNT OLIVE COHOKE ROAD WEST POINT, VA 23181
E911 SITE INFORMATION:	FIRE: (804) 265-5858 RESCUE: (804) 590-2105 POLICE: (804) 733-8219
ACREAGE:	25.01 ACRES
TAX MAP:	55-15G
ZONING CLASSIFICATION:	A-C
MUNICIPALITY:	KING WILLIAM COUNTY
PROPERTY OWNER:	ROBERT H. GREEN JR. JANA D. GREEN REVOCABLE TRUST 13191 MOUNT OLIVE COHOKE ROAD WEST POINT, VA 23181
APPLICANT:	VERIZON WIRELESS 1831 RADY COURT RICHMOND, VA 23222
CONTACT PERSON:	LINDA FRENCH (804) 543-7560
VERIZON LEASE AREA:	10,000 FT²
OVERALL HEIGHT:	254.0'
STRUCTURE HEIGHT:	250.0'
STRUCTURE TYPE:	SELF-SUPPORT TOWER
SITE COORDINATES (NAD 83):	N 37° 35' 55.62" W 76° 54' 31.06"
GROUND ELEVATION (NAVD 88):	115.35'± AMSL
AREA OF DISTURBANCE	11,986 FT²±

PROJECT SUMMARY

SHT. NO.	DESCRIPTION	REV NO	REVISION DATE
T-1	TITLE SHEET	4	5/27/20
SU-1	SURVEY	1	1/28/20
Z-1	OVERALL SITE PLAN	4	5/27/20
Z-2	COMPOUND PLAN	4	5/27/20
Z-3	ELEVATION PLAN	4	5/27/20

SHEET INDEX

THIS SET OF PLANS SHALL NOT BE UTILIZED AS CONSTRUCTION DOCUMENTS UNTIL ALL ITEMS OF CONCERN HAVE BEEN ADDRESSED AND EACH OF THE DRAWINGS HAS BEEN REVISED AND ISSUED "FOR CONSTRUCTION"

Before You Dig, Drill Or Blast!

Dig Safely. Virginia

MISS UTILITY OF VIRGINIA
DIAL 811 in VA, or 1-800-552-7001

DIG SAFELY – VIRGINIA

PROJECT TEAM

REAL ESTATE:	ZELIC JONES (804) 901-5580
ZONING:	EUAN FULLER (804) 510-6888
CONSTRUCTION	MIKE SMYTH (888) 736-1840
UTILITIES:	N/A
ENVIRONMENTAL CONSULTANT:	EVELYN HAY (571) 926-5811

A&E CONSULTING TEAM

ARCHITECTURE AND ENGINEERING:	TECTONIC ENGINEERING 804-217-8504
LAND SURVEYING:	FINK ENGINEERING & LAND SURVEYING 540-381-2626

0 1 2 3

ORIGINAL SIZE IN INCHES

verizon
1831 RADY COURT
RICHMOND, VA 23222

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.
Tectonic Engineering Consultants P.C.
3951 Westerre Parkway, Suite 160
Henrico, VA 23233
Phone: (804) 217-8504
(800) 829-6531
www.tectonicengineering.com

DESIGN APPROVAL

PRELIMARY/CONSTRUCTION

RF ENG. _____ DATE: _____
EQPT. ENG. _____ DATE: _____
OPERATIONS _____ DATE: _____
CONST. MGR. _____ DATE: _____
NETWORK ENG. _____ DATE: _____
REAL ESTATE _____ DATE: _____

WORK ORDER NUMBER	DRAWN BY
9820.SWEET HALL	SS

NO.	DATE	ISSUE
0	10/21/19	FOR COMMENT
1	11/05/19	REVISED ELEVATION
2	11/18/19	LANDLORD COMMENTS
3	3/13/20	PER COMMENTS
4	5/27/20	PER COMMENTS

RELEASED BY DATE

COMMONWEALTH OF VIRGINIA
GRAHAM J. EVANS
Lic. No. 0402057868
5/27/2020
PROFESSIONAL ENGINEER

UNAUTHORIZED ALTERATION OR ADDITIONS TO A PLAN BEARING THE SEAL OF A LICENSED ENGINEER OR LAND SURVEYOR IS A VIOLATION OF THE STATES LICENSING REGULATIONS.

COPIES OF THIS DOCUMENT WITHOUT A FACSIMILE OF THE SIGNATURE AND AN ORIGINAL EMBOSSED SEAL OR ORIGINAL STAMP IN BLUE OR RED INK OF THE PROFESSIONAL ENGINEER OR LAND SURVEYOR SHALL NOT BE CONSIDERED VALID COPIES.

0 .5 1 1.5

ORIGINAL SIZE IN INCHES

SITE INFORMATION

VZW-SWEET HALL
13191 MT OLIVE COHOKE RD.
WEST POINT, VA 23181
KING WILLIAM COUNTY

SHEET TITLE

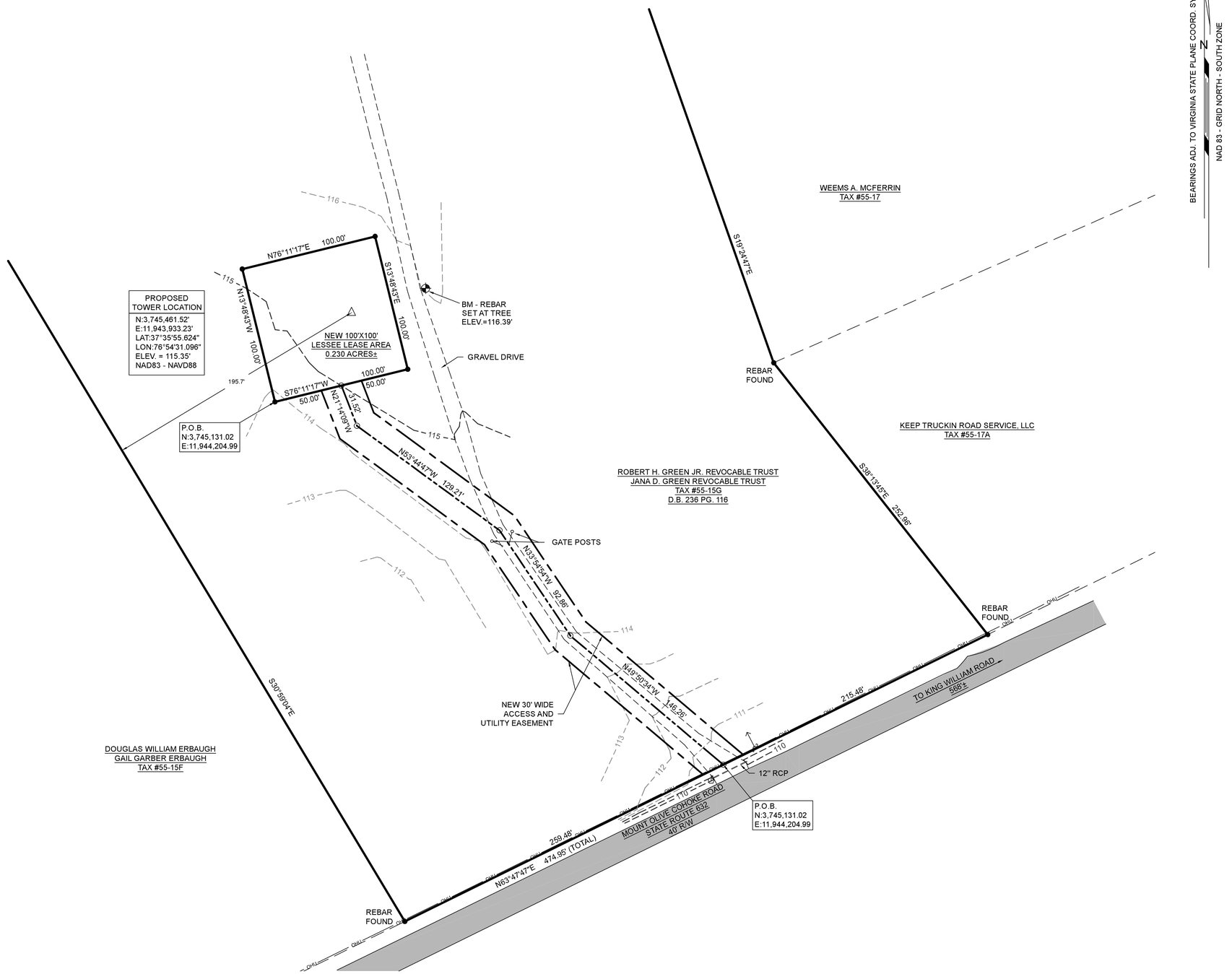
TITLE SHEET

SHEET NUMBER

T-1

File:C:\Users\salvatore sorvillo\appdata\local\temp\AcPublish_13184\RD-TCCD-9820. Sweet Hall ZDs Rev4. Plotted: 5/27/20 at 1:49pm. By:salvatore sorvillo, Last Saved By:Salvatore Sorvillo

NOTE:
ALL UTILITIES SHOWN ARE THOSE CLEARLY VISIBLE AT THE TIME OF THIS SURVEY AND MAY NOT REFLECT ALL EXISTING UTILITIES OR UTILITY EASEMENTS. CONTRACTOR OR OTHERS MUST CONTACT LOCAL UTILITY COMPANIES FOR UTILITY MARKING OR EASEMENT INFORMATION.
BOUNDARY LINE INFORMATION SHOWN HAS BEEN TAKEN FROM EXISTING TAX RECORDS ONLY.

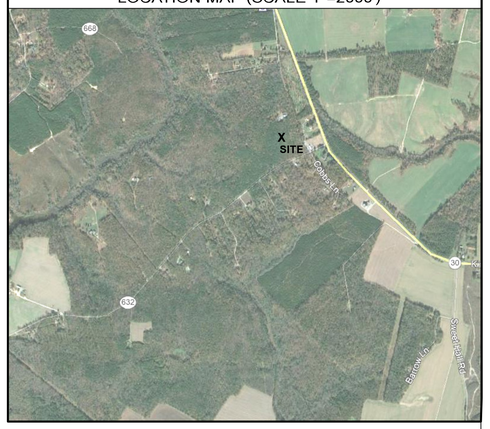


PLAT OF SURVEY

SHOWING THE PARTIAL TOPOGRAPHIC & BOUNDARY SURVEY OF THE ROBERT H. GREEN JR. REVOCABLE TRUST & JANA D. GREEN REVOABLE TRUST PROPERTY (REF. D.B. 236 Pg. 116), SITUATE AT 13191 MOUNT OLIVE COHOKE ROAD, WEST POINT DIST., KING WILLIAM CO. VA., SURVEYED 10/07/19 BY RONALD B. FINK L.S., 16 EAST MAIN STREET, CHRISTIANSBURG, VA 24073.

0 40 80
SCALE IN FEET

LOCATION MAP (SCALE 1"=2000')



FAA ACCURACY STATEMENT

THE FOLLOWING DATA MEETS OR EXCEEDS THE FAA 1-A ACCURACY REQUIREMENTS OF 5'± HORIZONTAL AND 3'± VERTICAL.
PROPOSED TOWER LOCATION AT EXISTING GROUND SURFACE:
ELEVATION = 115.35' (NAVD 88 DATUM)
NAD 83 LATITUDE = N37°35'55.624"
NAD 83 LONGITUDE = W76°54'31.096"

LEGEND

	=	MAILBOX
	=	UTILITY POLE
	=	EXISTING GROUND SURFACE CONTOUR
	=	PROPERTY LINE
	=	TEMPORARY BENCHMARK
OHU	=	OVERHEAD UTILITY LINE

DESCRIPTION OF THE CENTER-LINE OF A 30' WIDE LESSEE ACCESS AND UTILITY EASEMENT

BEGINNING AT A POINT IN THE NORTHERN RIGHT OF WAY LINE OF THE MOUNT OLIVE COHOKE ROAD (S.R. 632) AND IN THE SOUTHERN PROPERTY LINE OF THE ROBERT H. GREEN JR. REVOCABLE TRUST & JANNA D. GREEN REVOCABLE TRUST PROPERTY HEREIN CALLED THE GREEN PROPERTY (D.B. 236 PG. 116), SAID POINT BEING FURTHER SITUATE AT N3,745,131.02', E11,944,204.99' IN THE VIRGINIA STATE PLANE COORDINATE SYSTEM - SOUTH ZONE; THENCE, LEAVING SAID RIGHT OF WAY AND RUNNING THROUGH THE SAID GREEN PROPERTY WITH THE CENTERLINE OF A 30' WIDE LESSEE ACCESS AND UTILITY EASEMENT THE FOLLOWING COURSES AND DISTANCES: N49°50'34"W - 146.26' TO A POINT; THENCE N33°54'54"W - 92.86' TO A POINT; THENCE N53°44'47"W - 129.21' TO A POINT; THENCE N21°14'09"W - 31.52' TO A POINT IN THE MIDPOINT OF THE SOUTHERN LINE OF A NEW 100'X100' LEASE AREA.

DESCRIPTION OF 100'X100' LESSEE LEASE AREA

BEGINNING AT A POINT IN THE ROBERT H. GREEN JR. REVOCABLE TRUST & JANA D. GREEN REVOCABLE TRUST PROPERTY HEREIN CALLED THE GREEN PROPERTY (D.B.236 PG. 116), SAID POINT BEING SITUATE AT N3,745,131.02', E11,944,204.99' IN THE VIRGINIA STATE PLANE COORIDINATE SYSTEM - SOUTH ZONE, SAID POINT BEING FURTHER SITUATE S76°11'17"W - 50.00' FROM THE TERMINUS OF A 30' WIDE ACCESS AND UTILITY EASEMENT; THENCE, RUNNING THROUGH THE SAID GREEN PROPERTY THE FOLLOWING COURSES AND DISTANCES:
N13°48'43"W - 100.00' TO A POINT; THENCE N76°11'17"E - 100.00' TO A POINT; THENCE S13°48'43"E - 100.00' TO A POINT; THENCE S76°11'17"W - 100.00' TO THE POINT OF BEGINNING AND CONTAINING 0.230 ACRES MORE OR LESS.

verizon
1831 RADY COURT
RICHMOND, VA 23222

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.
Tectonic Engineering Consultants P.C.
3951 Westerre Parkway
Suite 160
Henrico, VA 23233
www.tectonicengineering.com

WORK ORDER NUMBER	DRAWN BY
	RBF

NO.	DATE	ISSUE
0	10/16/19	FOR REVIEW
1	01/28/20	FOR CONSTRUCTION

RELEASED BY	DATE

COMMONWEALTH OF VIRGINIA
RONALD B. FINK
Lic. No. 2817
01/28/2020
LAND SURVEYOR

UNAUTHORIZED ALTERATION OR ADDITIONS TO A PLAN BEARING THE SEAL OF A LICENSED ENGINEER OR LAND SURVEYOR IS A VIOLATION OF THE STATES LICENSING REGULATIONS.

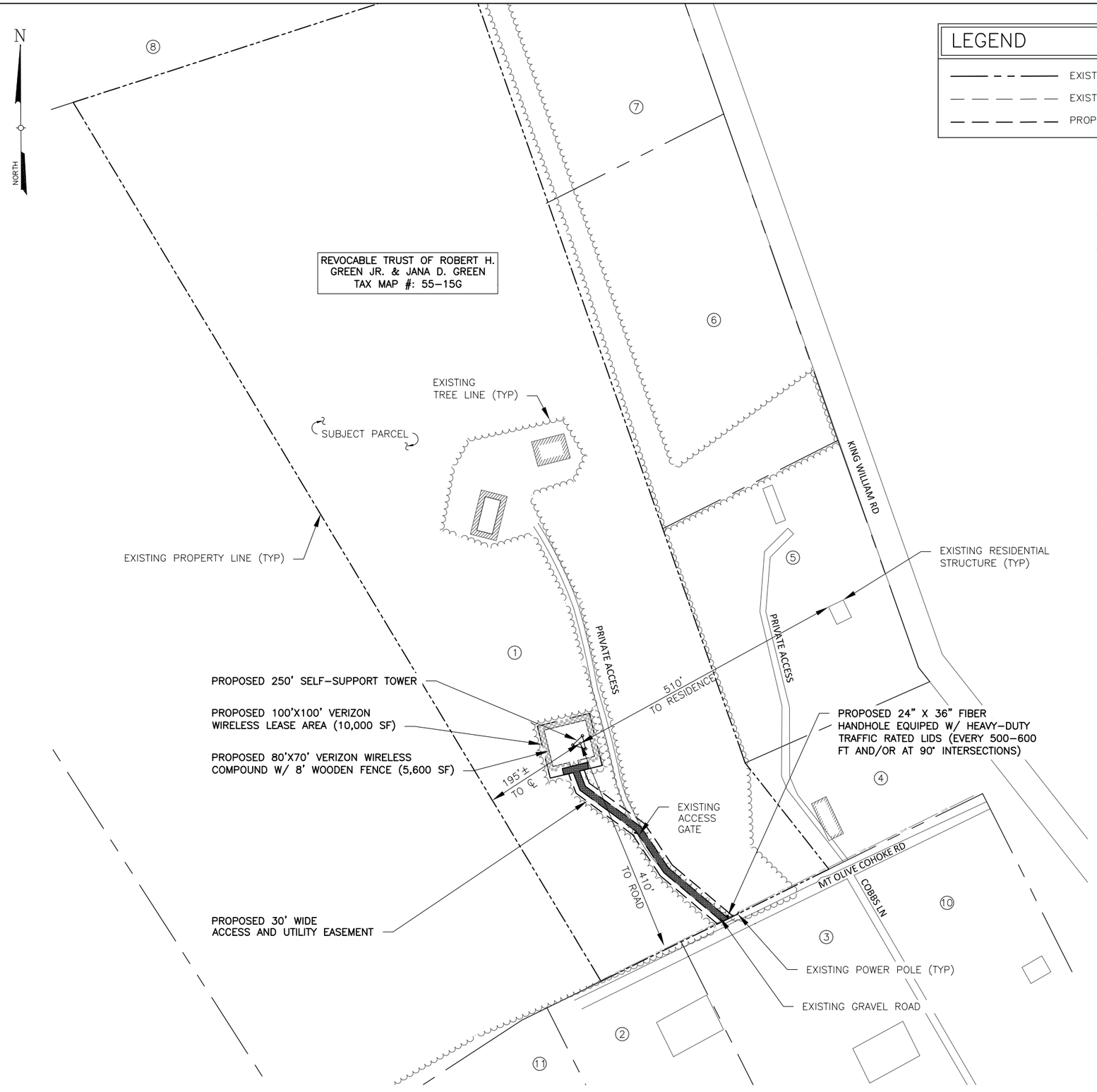
COPIES OF THIS DOCUMENT WITHOUT A FACSIMILE OF THE SIGNATURE AND AN ORIGINAL EMBOSSED SEAL OR ORIGINAL STAMP IN BLUE OR RED INK OF THE PROFESSIONAL ENGINEER OR LAND SURVEYOR SHALL NOT BE CONSIDERED VALID COPIES.

1 2 3
ORIGINAL SIZE IN INCHES

SITE INFORMATION & ADDRESS
VZW - SWEET HALL
RAW LAND
13191 MOUNT OLIVE
COHOKE ROAD
KING WILLIAM COUNTY
WEST POINT, VA 23181

SHEET TITLE
PARTIAL TOPOGRAPHIC SURVEY AND NEW LEASES

SHEET NUMBER
SU-1



LEGEND

- EXISTING PROPERTY LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- EXISTING TREE LINE
- PROPOSED FENCING
- EQUIPMENT & BUILDINGS

1. REVOCABLE TRUST OF ROBERT H. GREEN JR. & JANA D. GREEN
   TAX MAP #: 55-15G
2. LANG JAMES W
   TAX MAP #: 55-18P
3. WATKING LAURA
   TAX MAP #: 55-18M
4. KEEP TRUCKIN ROAD SERVICE, LLC
   TAX MAP #: 55-17A
5. MCFERRIN WEEMS A
   TAX MAP #: 55-17
6. MASON BRANDON W
   TAX MAP #: 55-32A
7. HENDERSON PETER V
   TAX MAP #: 55-16
8. SMITH GWENDOLYN S
   TAX MAP #: 55-15B
9. ERBAUGH DOUGLAS WILLIAM
   TAX MAP #: 55-15F
10. EDWARDS BENJAMIN J III
    TAX MAP # 55-31
11. ERBAUGH DOUGLAS WILLIAM
    TAX MAP #: 55-18C

1 / Z-1 OVERALL SITE PLAN

SCALE: 1"=200'

verizon
1831 RADY COURT
RICHMOND, VA 23222

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.
Tectonic Engineering Consultants P.C.
3951 Westerre Parkway, Suite 160
Henrico, VA 23233
Phone: (804) 217-8504
(800) 829-6531
www.tectonicengineering.com

DESIGN APPROVAL

PRELIMARY/CONSTRUCTION

RF ENG. _____ DATE: _____
EQPT. ENG. _____ DATE: _____
OPERATIONS _____ DATE: _____
CONST. MGR. _____ DATE: _____
NETWORK ENG. _____ DATE: _____
REAL ESTATE _____ DATE: _____

WORK ORDER NUMBER	DRAWN BY
9820.SWEET HALL	SS

NO.	DATE	ISSUE
0	10/21/19	FOR COMMENT
1	11/05/19	REVISED ELEVATION
2	11/18/19	LANDLORD COMMENTS
3	3/13/20	PER COMMENTS
4	5/27/20	PER COMMENTS

RELEASED BY _____ DATE _____

COMMONWEALTH OF VIRGINIA
GRAHAM J. EVANS
Lic. No. 0402057868
5/27/2020
PROFESSIONAL ENGINEER

UNAUTHORIZED ALTERATIONS OR ADDITIONS TO A PLAN BEARING THE SEAL OF A LICENSED ENGINEER OR LAND SURVEYOR IS A VIOLATION OF THE STATES LICENSING REGULATIONS.

COPIES OF THIS DOCUMENT WITHOUT A FACSIMILE OF THE SIGNATURE AND AN ORIGINAL EMBOSSED SEAL OR ORIGINAL STAMP IN BLUE OR RED INK OF THE PROFESSIONAL ENGINEER OR LAND SURVEYOR SHALL NOT BE CONSIDERED VALID COPIES.

0 .5 1 1.5
ORIGINAL SIZE IN INCHES

SITE INFORMATION

VZW-SWEET HALL
13191 MT OLIVE COHOKE RD.
WEST POINT, VA 23181
KING WILLIAM COUNTY

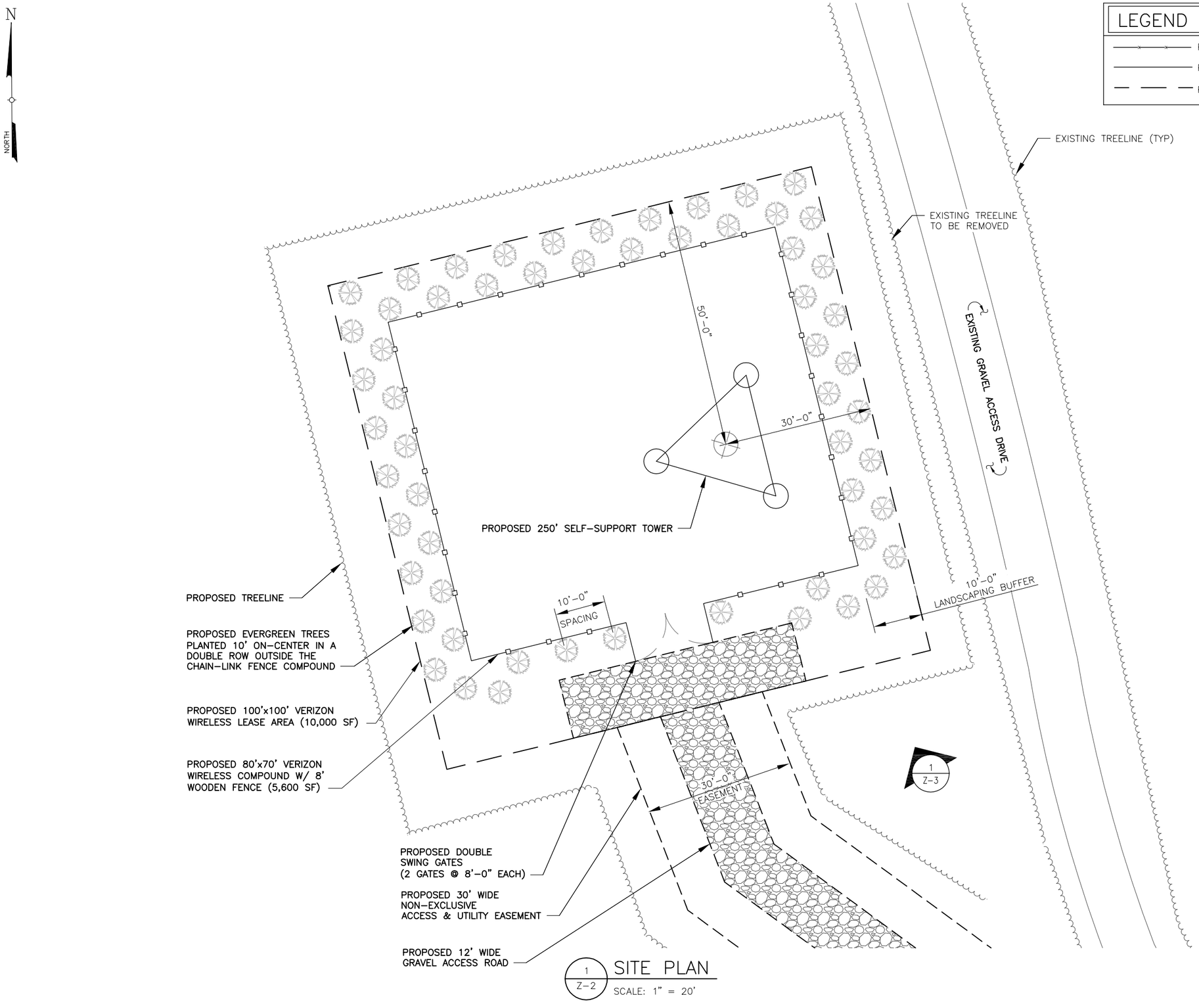
SHEET TITLE

OVERALL SITE PLAN

SHEET NUMBER

Z-1

File:C:\Users\salvatore sorvillo\appdata\local\temp\AcPublish_13184\RD-TCCD-9820. Sweet Hall ZDs Rev4, Plotted: 5/27/20 at 1:49pm, By:salvatore sorvillo, Last Saved By:Salvatore Sorvillo



1 / Z-2 SITE PLAN

SCALE: 1" = 20'

LEGEND

- PROPOSED FENCING
- PROPOSED EQUIPMENT
- PROPOSED LEASE AREA/EASEMENT

verizon

1831 RADY COURT
RICHMOND, VA 23222

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.
Tectonic Engineering Consultants P.C.
3951 Westerre Parkway, Suite 160
Henrico, VA 23233
Phone: (804) 217-8504
(800) 829-6531
www.tectonicengineering.com

DESIGN APPROVAL

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RF ENG. _____ DATE: _____
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0 .5 1 1.5
ORIGINAL SIZE IN INCHES

SITE INFORMATION

VZW-SWEET HALL
13191 MT OLIVE COHOKE RD.
WEST POINT, VA 23181
KING WILLIAM COUNTY

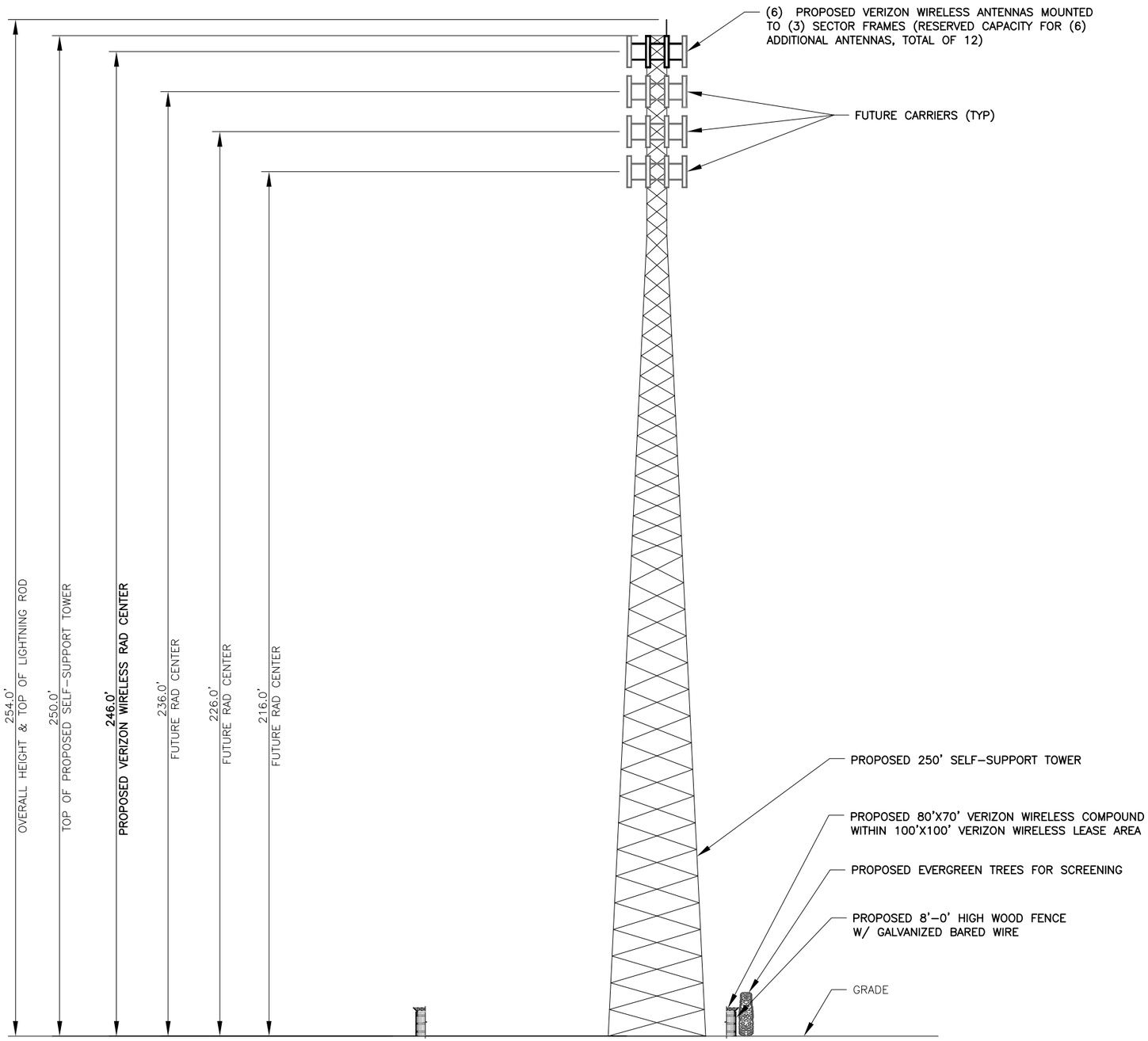
SHEET TITLE

COMPOUND PLAN

SHEET NUMBER

Z-2

File:C:\Users\salvatore sorvillo\appdata\local\temp\AcPublish_13184\RD-TCCD-9820. Sweet Hall ZDs Rev4, Plotted: 5/27/20 at 1:49pm, By:salvatore sorvillo, Last Saved By:Salvatore Sorvillo



1 / Z-3 ELEVATION VIEW

SCALE: 1" = 30'

STRUCTURAL NOTE

THIS VIEW DEPICTS THE PROPOSED VERIZON WIRELESS UPGRADES TO THE PROPOSED TOWER. IT DOES NOT INFER THAT TECTONIC HAS EVALUATED IT'S STRUCTURAL ADEQUACY FOR THE NEW LOADS IMPOSED. THE PROPOSED SELF-SUPPORT TOWER WILL BE DESIGNED BY THE MANUFACTURER WITH ADEQUATE STRUCTURAL CAPACITY TO SUPPORT THE COLLOCATION OF EQUIPMENT OF AT LEAST FOUR (4) WIRELESS SERVICE PROVIDERS.

verizon
1831 RADY COURT
RICHMOND, VA 23222

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DESIGN APPROVAL

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CONST. MGR. _____ DATE: _____
NETWORK ENG. _____ DATE: _____
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RELEASED BY DATE

COMMONWEALTH OF VIRGINIA
GRAHAM J. EVANS
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5/27/2020
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0 .5 1 1.5
ORIGINAL SIZE IN INCHES

SITE INFORMATION

VZW-SWEET HALL
13191 MT OLIVE COHOKE RD.
WEST POINT, VA 23181
KING WILLIAM COUNTY

SHEET TITLE

ELEVATION PLAN

SHEET NUMBER

Z-3

File:C:\Users\salvatore sorvillo\appdata\local\temp\AcPublish_13184\RD-TCCD-9820. Sweet Hall ZDs Rev4. Plotted: 5/27/20 at 1:49pm. By:salvatore sorvillo, Last Saved By:Salvatore Sorvillo

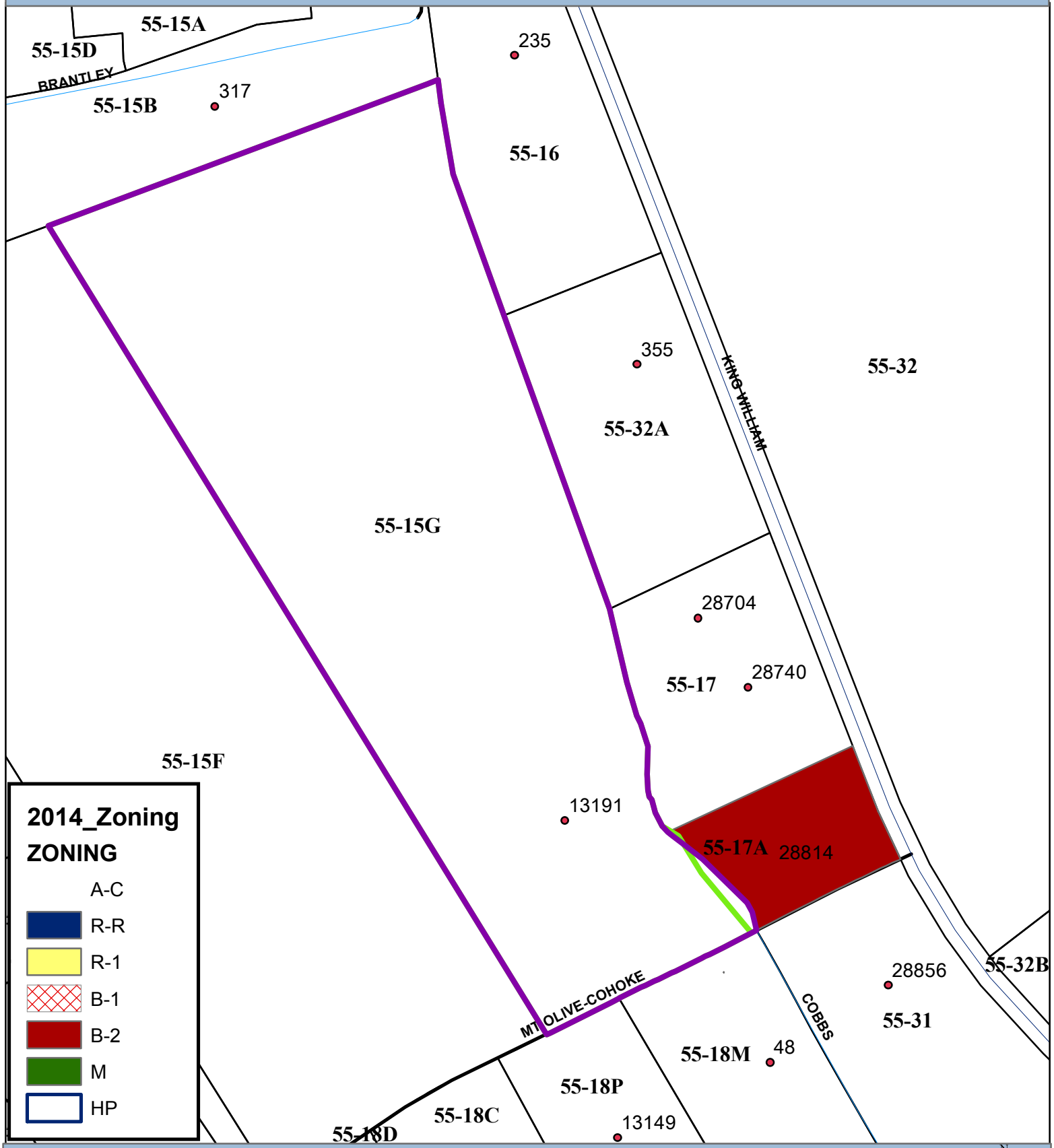
CUP-01-20

Zoning Map

Case: CUP-01-2020

Owner: Verizon Wireless; Owner: Robert H. Green, Jr.

Tax Parcel: 55-15G



0 0.0275 0.055 0.11 0.165 0.22 Miles

THIS MAP IS FOR PLANNING PURPOSES ONLY CREATED BY BETTY BROOKS APRIL 16, 2020

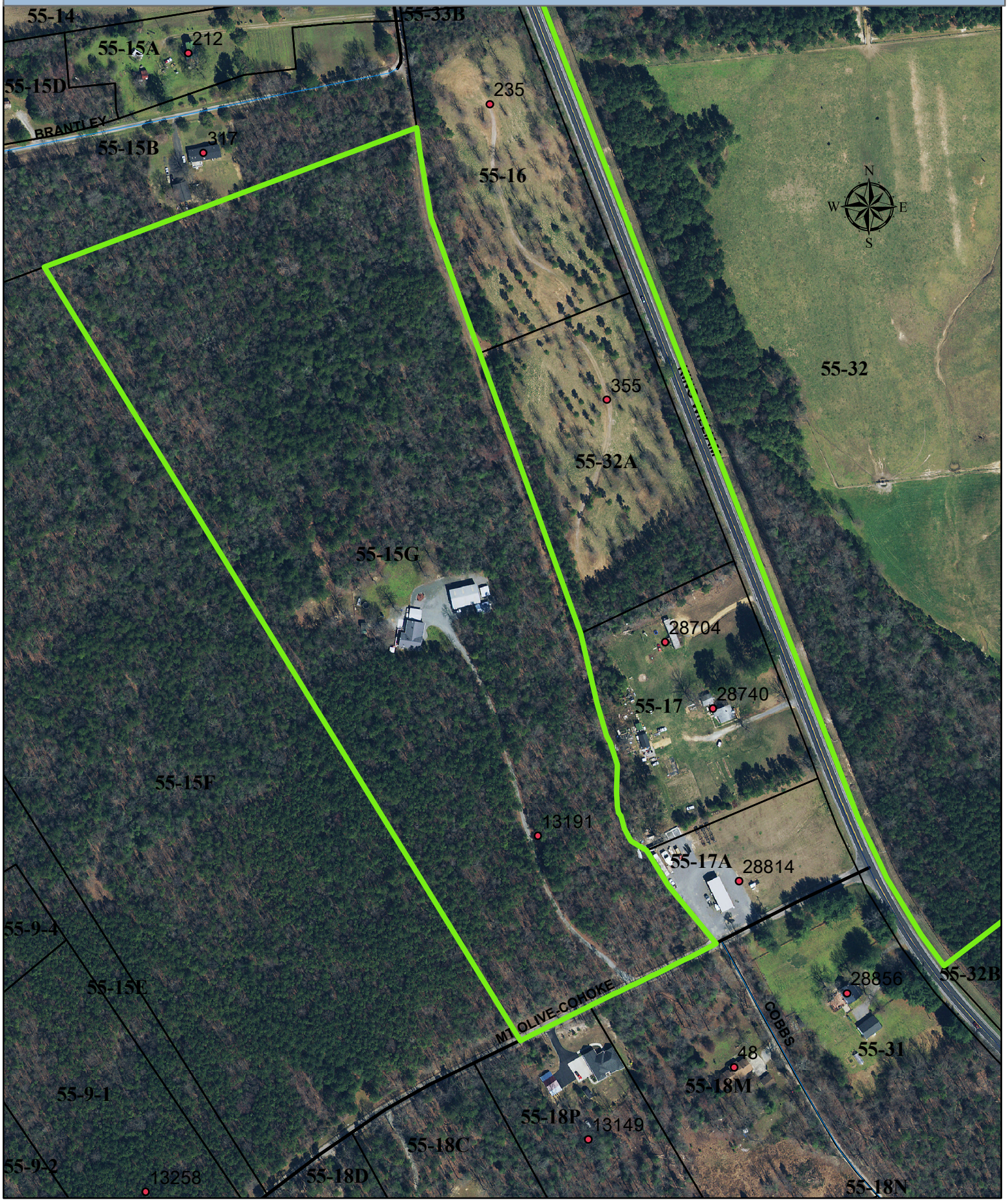
CUP-01-20

GIS Map

Case: CUP-01-2020

Owner: Verizon Wireless; Owner: Robert H. Green, Jr.

Tax Parcel: 55-15G



CUP-01-20

Site Information

VISUAL RESOURCE EVALUATION

PROPOSED 250' TALL TELECOMMUNICATIONS STRUCTURE

Sweet Hall
13191 Mount Olive Cohoke Road
West Point
King William County
Virginia, 23181

Submitted by:

verizon

1831 Rady Court
Richmond, Virginia 23222

Prepared by:

Tectonic

PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

70 Pleasant Hill Road
Mountainville, New York 10953
845-534-5959
845-534-5999 FAX

November 6, 2019

VISUAL RESOURCE EVALUATION

Tectonic Engineering Consultants, P.C., was contracted by Verizon Wireless, the Client, to conduct a "Visual Resource Evaluation" to determine which areas within West Point will contain views of the proposed 250 foot tall wireless telecommunications structure (254 feet, with 4 foot lightning rod).

Setting:

The proposed site is located off of 13191 Mount Olive Cohoke Road, West Point, King William County, Virginia. The surrounding land use is primarily rural residential and agricultural. The predominant forest species are mixed deciduous and coniferous, with an estimated height of 30 to 60 feet. The field study for this visual resource evaluation was conducted in the fall season during 75% leaf on conditions.

Methodology:

On Thursday, October 24, 2019, Tectonic Engineering P.C., conducted a field investigation for the purpose of evaluating the viewshed associated with the proposed installation of the 254 foot tall self-support lattice tower (structure) with a 4 foot lightning rod. Conditions were sunny, approximately 65°F, with wind speeds of approximately 4-5 mph. The study area consisted of West Point surrounding the project area.

The methodology utilized during this field investigation is referred to as a "balloon test." The height of the proposed structure was simulated by floating a three-foot diameter, helium-filled weather balloon at 254 feet above ground level (AGL). The balloon was set at the top of the structure, including the height of the lightning rod (254'), as opposed to the top of the structure (250'). The balloon provided reference points for height as well as location and also provides a known dimension that later aided in the production of photo simulations.

The participants then proceeded with a review of the propose structure's visual impact by noting those areas on a USGS 7.5 Minute Series Topographic Quadrangles Map that fall within the study area and marking those points from which, in theory, one might see the structure upon its completion.

Photographs were taken from various vantage points within the study area to document the actual view towards the proposed structure, as well as the general character of the viewshed. Each photograph attached includes a brief description of the location and orientation from which it was taken, as summarized below:

1. *Looking south from property owners house at 13191 Mount Olive Cohake Road, towards the proposed structure from ±506' away.*

2. *Looking south from King Williams Road, towards the proposed structure from ±3,890' away.*

3. *Looking northwest from 634 Sweet Hall Road, towards the proposed structure from ±4,700' away.*

These photo locations are presented on the attached *Photograph Log Map.*

Process:

Photographs of the weather balloon from the viewpoints noted were taken with a Nikon D3000 using a 18-55mm focal length lens, as determined by the field personnel to best mimic the view as observed from the human eye. A three foot (3') diameter red helium filled balloon was floated to a height of 254 feet. The 3' diameter was checked with the algebraic formula of circumference = pi x diameter, where (pi = 3.14) x (diameter = 3') was equal to the balloon having a 9.42' circumference.

In order to analyze the potential visual impacts of the proposed structure, Tectonic took photographs of the balloon from locations within the search area for the purpose of preparing simulations of the proposed structure. Photographs for which there are corresponding simulated views, three (3) in total, of the proposed structure were produced by first photographing an existing similar type structure, then photographing the view towards the proposed site where the marker balloon was set to a height of 254 feet AGL. The digital images of the balloon and similar structure were then merged and scaled through the use of the image editing software, "Adobe Photoshop CS5." With this process, the structure is scaled to the correct height and width by scaling the similar type structure using measurements from the marker balloon. The similar type structure used has an antenna array that spans twelve (12) feet. By measuring the balloon width of 3 feet, one can determine the proper width of the antenna array by multiplying the balloon width by four (4).

Conclusion:

The Visual Analysis presents a conservative delineation of the views within the study area, along the public roadways, and inside public parks. Most views from within the study area are blocked by the surrounding landscape and vegetation. In actuality, the views that do contain the structure will be partially obscured by mature vegetation and/or only the top portion of the structure may be visible. The installation of this telecommunications structure will not have a significant visual impact on the surrounding area.

Sincerely,

TECTONIC ENGINEERING CONSULTANTS, P.C.

By: _____
Dina Peoples
GIS Specialist

Reviewed By: _____
Peter T. Sutherland, P.E., P.G., L.E.P.
Sr. Vice President &
Corporate Director of Environmental Services

By: _____
Lori A. Bart
Environmental Project Manager

Tectonic

VZW – SWEET HALL – RAW LAND
13191 Mount Olive Chohoke Road
West Point, VA 23181

Photo Log

9820.SweetHall

Tectonic

Looking south from the Property Owner's house.
Proposed installation will be visible from this location.

Distance from the photographic location to the proposed site is 506'±

P-1

9820.SweetHall

Tectonic

PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

Looking south from the Property Owner's house.
Proposed installation will be visible from this location.

Distance from the photographic location to the proposed site is 506'±

S-1

9820.SweetHall

Tectonic

PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

Looking south from King Williams Road.
Proposed installation will be visible from this location.

Distance from the photographic location to the proposed site is 3,890'±

P-2

9820.SweetHall

Tectonic

Looking south from King Williams Road.
Proposed installation will be visible from this location.

Distance from the photographic location to the proposed site is 3,890'±

S-2

9820.SweetHall

Tectonic

PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE

Looking northwest from 634 Sweet Hall Road.
Proposed installation will be visible from this location.

Distance from the photographic location to the proposed site is 4,700'±

P-3

9820.SweetHall

Tectonic

Looking northwest from 634 Sweet Hall Road.
Proposed installation will be visible from this location.

Distance from the photographic location to the proposed site is 4,700'±

S-3

9820.SweetHall

verizon
1831 Rady Ct., Richmond, VA 23222

January 29, 2020

To whom it may concern:

CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS ("Verizon Wireless") has contracted Bamman Consulting ("BCI") to support it in upgrades to its wireless service. BCI is authorized to represent Verizon Wireless, acting as its agent, to our Landlords and to the municipal jurisdictions in which our sites are located.

It is Verizon Wireless' intent to construct and utilize a new cell tower on the property located at 13191 Mount Olive Cohoke Road, West Point, VA 23181. Verizon Wireless will construct and operate this facility in strict compliance with FCC and other regulations as appropriate.

Should you have any questions about this matter, please feel to contact Linda French at 804-543-7560 or linda.french@verizonwireless.com.

Verizon Wireless is looking forward to continuing its various business relationships and providing enhanced coverage within its wireless network.

Yours sincerely,

Linda French

Linda French
Engr III Specialist – Real Estate/Regulatory

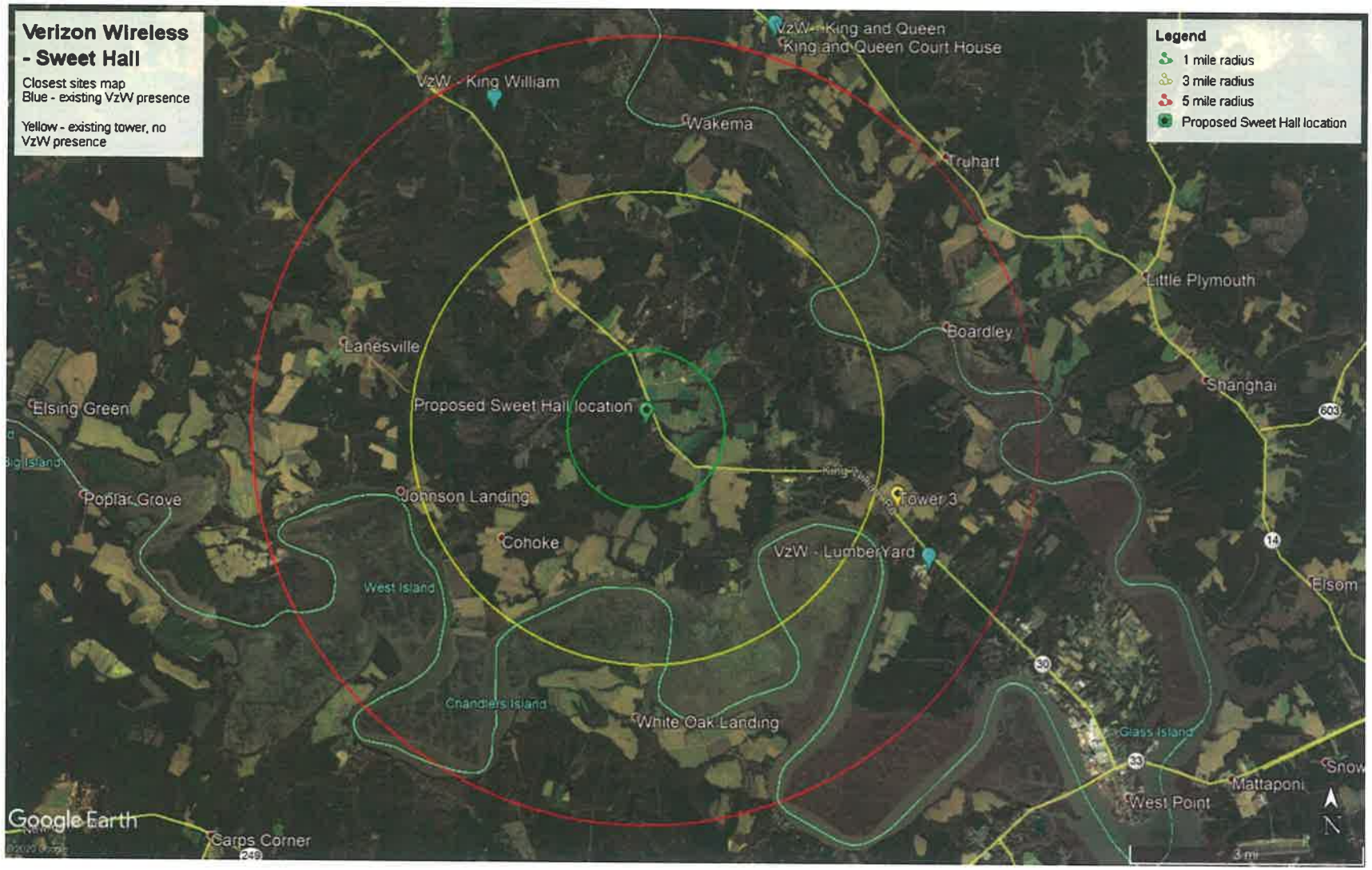
CUP-01-20

Existing Tower Locations

Verizon Wireless Sweet Hall – Existing Network

Nearest available existing towers from ASR database within 5 miles of the proposed tower including sites on which Verizon Wireless is already co-located.

Labelled Tower Number	Registration Number	File Number	Latitude	Longitude	Structure City/State	Overall Height Above Ground (AGL) (m)	Overall Height Above Ground (AGL) (ft)	Distance from proposed tower (miles)	Verizon site name
1	**1216062**	**A1133034**	**37° 39′ 22.5″N**	**076° 56′ 39.4″W**	**West Point, VA**	**92.7**	**305**	**4.5**	**King William**
2	1220850	A1024704	37° 34′ 20.3″N	076° 50′ 34.6″W	West Point, VA	94.8	312	4.0	Lumber Yard
3	**1247155**	**A0494484**	**37° 35′ 01.1″N**	**076° 51′ 01.0″W**	**West Point, VA**	**112.7**	**372**	**3.3**	**N/A**
4	1274817	A0815956	37° 40′ 12.2″N	076° 52′ 45.1″W	King Queen CH, VA	93.3	308	5.2	King and Queen


Verizon Wireless - Sweet Hall
Closest sites map
Blue - existing VzW presence
Yellow - existing tower, no VzW presence
Legend
1 mile radius
3 mile radius
5 mile radius
Proposed Sweet Hall location
VzW - King and Queen
King and Queen Court House
VzW - King William
Wakema
Truhart
Little Plymouth
Boardley
Lanesville
Shanghai
Elsing Green
Proposed Sweet Hall location
Big Island
Poplar Grove
Johnson Landing
Tower 3
Cohoke
VzW - LumberYard
West Island
Elsom
Chandlers Island
White Oak Landing
Glass Island
Mattaponi
West Point
Carps Corner
Google Earth
N
3 mi

I-1679932.1

CUP-01-20

Legal Info

U.S. TITLE SOLUTIONS

Report of Title

5010 FULL PRESENT OWNER

This Report of Title is for informational purposes only and is not to be considered as a commitment to issue any form of title insurance policy. The report is for the use and benefit of the addressee only, and liability is hereby limited to the amount of the fee paid therefore.

US TITLE SOLUTIONS FILE NO.63646-VA1907-5010

REFERENCE NO. 18287 - KS **SITE NAME** Sweet Hall

PREPARED FOR:

Rogers Lewis Jackson Mann & Quinn, LLC
Chris Robertson
1901 Main Street, Suite 1200
Columbia, SC 2920

PREMISES:

13191 MT OLIVE COHOKE ROAD, West Point, VA
Parcel 55-15G

COUNTY:

King William

US Title Solutions
3 Werner Way, Lebanon, NJ 08833
Telephone (908) 849-3011 Facsimile (908) 849-7981
www.ustitlesolutions.com Report powered by LandIT

US TITLE SOLUTIONS

FILE NO. 63646-VA1907-5010 **REFERENCE NO.** 18287 - KS

SCHEDULE A

1 **DATE OF THIS REPORT** 8/1/2019

EXAMINED FROM 12/30/1977

EXAMINED THRU 8/1/2019

2 **THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS REPORT IS:**

Fee Simple

3 **TITLE TO SAID ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS REPORT IS AT THE EFFECTIVE DATE HEREOF VESTED IN:**

Robert H. Green, Jr., Trustee under the provisions of the Robert H. Green, Jr. Revocable Trust under Agreement dated September 26, 2013, and Jana D. Green, Trustee under the provisions of the Jana D. Green Revocable Trust Agreement dated September 26, 2013

SOURCE OF TITLE:

Deed made by Robert H. Green, Jr. and Jana D. Green, husband and wife dated Sep 26, 2013 recorded on Nov 08, 2013 in instrument no. 130002548.

4 **THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:**

All THAT certain lot or parcel of land, lying and being in West Point Magisterial District, King William County, Virginia, containing 25.006 acres per plat of survey by Paul A. Jalbert, dated July 18, 1994 and designated as Parcel 7 on the aforesaid plat. The plat is entitled "Plat of three (3) parcels of land located on the northern line of State Route 632 and lying in the West Point District, King William County, Virginia". A copy of the plat is recorded in the Clerk's Office, Circuit Court, King William County, Virginia along with that Deed dated July 27, 1994, between William W. Rosson and Doran B. Green in Deed Book 236, page 116.

US TITLE SOLUTIONS

FILE NO. 63646-VA1907-5010 **REFERENCE NO.** 18287 - KS

SCHEDULE B

THIS IS NOT A COMMITMENT OR PRELIMINARY REPORT OF TITLE TO ISSUE A POLICY OR POLICIES OF TITLE INSURANCE. THE EXCEPTIONS SET FORTH HEREIN ARE INTENDED TO PROVIDE YOU WITH NOTICE OF MATTERS AFFECTING TITLE TO THE LAND DESCRIBED IN SCHEDULE A OF THIS REPORT.

1. Taxes, tax liens, tax sales, water rates, sewer and assessments set forth in schedule herein.

2. Mortgages returned herein. (-1-). See Separate Mortgage Schedule.

3. Any state of facts which an accurate survey might show or survey exceptions set forth herein.

4. Rights of tenants or person in possession.

(Judgments, Liens and UCC)

5 None within period searched

(Covenants/Restrictions)

6 None within period searched

(Easements and Rights of Way)

7. Agreement by Evelyn N. Hyde a Widow, Susan R. Fellows, unmarried, K. R. Hyde, Jr. and Anne F. Hyde, his wife, Charles N. Hyde and Lynne C. Hyde, his wife to Virginia Electric and Power Company, a Virginia corporation, dated 3/29/1982 recorded 7/28/1982 in book 147 page 29 .
Notes: Electric and communication facilities.

8. Right of Way by Susan R. Fellows, Unmarried, Evelyn N. Hyde and Charles N. Hyde, Husband and Wife, Kenneth R. Hyde, Jr. and Anne F. Hyde, Husband and Wife to Virginia Electric and Power Company, a Virginia corporation, dated 5/14/1989 recorded 8/10/1989 in book 185 page 184 .
Notes: Electric and communication facilities.

9. Right of Way by Robert H. Green, Jr. to Virginia Electric and Power Company, a Virginia public service corporation, doing business in Virginia as Dominion Virginia Power, dated 6/16/2005 recorded 7/8/2005 in Instrument No :050002597.
Notes: Electric and communication facilities.

10. Easement by Robert H. Green, Jr. to Verizon Virginia Inc., a Virginia corporation, dated 2/20/2007 recorded 4/6/2007 in Instrument No :070001421.
Notes: Communication system.

(Other Filed Documents)

11. Homestead Deed for Real Property between Anne F. Murray dated 4/14/1992 recorded 4/16/1992 in book 208 page 618 .

12. Plat of Three Parcels of Land Located on the Northern Line of State Route 632 and Lying in the West Point District, King William County, Virginia dated 7/18/1994 recorded 8/25/1994 in book 15 page 131 .

US TITLE SOLUTIONS

FILE NO. 63646-VA1907-5010 **REFERENCE NO.** 18287 - KS

MORTGAGE SCHEDULE

1. Deed of Trust made by Robert H. Green, Jr., Trustee of the Robert H. Green, Jr. Revocable Trust under trust instrument dated September 26, 2013 and Jana D. Green, Trustee of the Jana D. Green Revocable Trust under trust instrument dated September 26, 2013, a husband and wife, to John A. Cuccia, III as trustee, to Mortgage Electronic Registration Systems, Inc., MERS (organized and existing under the laws of Delaware) is a separate corporation that is acting solely as a nominee for the Lender, Branch Banking and Trust Company, a state non-member bank organized and existing under the laws of North Carolina, in the sum of $178,000.00 dated as of 8/25/2016 recorded 8/30/2016 in Instrument No. 160001794.

US TITLE SOLUTIONS

FILE NO. 63646-VA1907-5010 **REFERENCE NO.** 18287 - KS

TAX SEARCH

1. TAX ID :55 15G

   Period :2019 Payment Status: Paid

   Tax Amount : $1,169.17

US TITLE SOLUTIONS

FILE NO. 63646-VA1907-5010 **REFERENCE NO.** 18287 - KS

DEED CHAIN

1. Deed made by Robert H. Green, Jr. and Jana D. Green, husband and wife to Robert H. Green, Jr., Trustee under the provisions of the Robert H. Green, Jr. Revocable Trust under Agreement dated September 26, 2013, and Jana D. Green, Trustee under the provisions of the Jana D. Green Revocable Trust Agreement dated September 26, 2013 dated 9/26/2013 recorded on 11/8/2013 Instrument No. 130002548.

Property Identification Card

Previous

Property Address
13191 MT OLIVE COHOKE ROAD
WEST POINT, VA

Owner Name/Address
GREEN ROBERT H JR TRUSTEE
GREEN JANA D TRUSTEE
13191 MT OLIVE COHOKE RD
WEST POINT VA 23181

Map ID: 55 15G
Acct No: 8467-1
Legal Description: PT DREWEY LANE PARCEL 7

Instrument: 1300 1300 2548
Occupancy: DWELLING
Dwelling Type: MODULAR
Use/Class: AGRICULTURAL 20-100 AC
Acreage: 25.010
Year Assessed: 2014
Year Built: 2005
Land Use: 0
Zoning: AGRIC CONSERVATION
Year Remodeled:
Total Mineral:
District: 03 DISTRICT-WEST POINT DIST
Year Effective: 2007
Total Land: 75300
MH/Type:
On Site Date: 06/19/2014
Total Improvements: $196,600
Condition: AVERAGE
Review Date:
Total Value: $271,900

```
  |---------------- Improvement Description -----------------|+-----------------54-----------------
+
       Exterior              Interior                Site        :
:
   CONSTRUCTION-WOOD    NO. ROOMS - 5        STREET-
PAVED         8                                   :
   EXTERIOR FINISH-VI   NO. BEDROOMS - 3     UTILITIES-
SEPTIC $  :WDR                                    :
   EXTERIOR-SIDING/SH   NO. BATHS - 2        UTILITIES-WELL      +-------28---------+-
4+              18
   FOUNDATION-CINDER    INTERIOR-
SHEET ROC                        :                    :WDR                :
   FRT TOPOGRAPHY-
LEV                                          :                   10 10              :

   ROOFING-
COMP. SHIN                                          :                  :  :              :

                                                                        :                  +-4+------22-------
+4-+
  |-------------------- Dwelling Valuation --------------------
|:                                    :
     Item                  Size            Rate          Value  :
   :
   DWELLING                2070            65.94         136495 :
   :
   BATH-
FULL                  2          3000.00          6000 :                                          :

   AIR CONDIT              2070             2.50          5175 44
   :
```

```
   SWL PRI SE                    1          6000.00          6000 :
  27
   HEAT-
CENTR                 2070            2.00          4140 :                                    :

   OPEN POR R                  240           15.00          3600 :
   :
   DECK W/RAI                   40           11.00           440 :
   :
   DECK W/RAI                  652           11.00          7172 :
   :
     Grade Factor      ( C+10)                              1.08 :
   :
   Replacement Cost New                                   182520 :                    +---------30-------
---+
     Phys Depr. %      (.060 )  2007  -
 AVG                 10951 :                  0                 OPR 8
   Total Bldg. Value                                      171600 :DWL                 :
   :
                                                                  +--14----2---14----1---------30-------
---+
  |---------------- Other Improvements Valuation --------------
|Sec    Type    Str        Description  Area
      Desc   Length  Width   Size  Grade   Rate   FV/Pct Value  DWL DWELLING   1.00 N44E28S10E4E22E4
 2070
   CARPORT     24.0   26.0    624                           500                      S27W30S8S1W14N2W14

   SHED FRAM   12.0   12.0    144                           600 OPR OPEN POR R 1.00 S8W30N8E30
  240
   GARAGE ME   40.0   60.0   2400                         20000 WDR DECK W/RAI 1.00 E4S10W4N10
   40
   FENCE                                                       WDR DECK W/RAI 1.00 N8E54S16W22N10W4
  652
   CARPORT     24.0   31.0    744                           600                      W28

   DECK        18.0   18.0    324                           800 Total Square Feet
 3002
   HOT TUB                      1        2500.00          2500 ----------------------------------------
-------
   Total Imp Value                                        25000              Cur. Value   Prev. Value
 %Inc.
                                                                Land              75300        75800

(     )
  |---------------------- Land Valuation ----------------------
|Improvements    196600       221400    (     )
   M Cls    Desc    G   Size   Dpth     Rate     FV/Pct  Value  Total            271900       297200
(     )
   A 810 WDLAND CUT J    21.01          2000.00           42020 Average Price Per Acre          3013

   A 200 H/S W DWL  P     1.00         28000.00           28000 Sale Date/Amount   8/00/1994         25
000
   A 600 OPEN LAND  A     3.00          1775.00            5325

   Total Land Value     25.010                            75300


  |------------------------- Comments -------------------------
|
   ALL CUT OVER

   9/21/00 VACANT. 10 YR OLD PINES.

   VACANT 2004

   BP #271-
2005 NEW DWELLING 95% COMPLETE 7/20/05

   CO DATED 12-12-
05 PER ANNA

   BP#459-
2005DETACHED GARAGE JUST FOUNDATION 2/24/06

   BP #459-
```

2005 CARPORT&SHED 100% COMPLETE 2/24/06

BP#459-
2005 SHED&GARAGE 100% COMPLETE 8/17/06

OUT OF LAND USE DELINQUENT 2015

|---

Total Property Value 271900

Real Estate Public Inquiry Ticket Detail

REAL ESTATE TAX 2019

Department: RE2019 Ticket No: 28160001 Frequency: 1 Supplement No: 0

Name: GREEN ROBERT H JR TRUSTEE Account No: 8467

Name 2: GREEN JANA D TRUSTEE **Map No: 55 15G**

Address: **District: 03**

13191 MT OLIVE COHOKE RD **Description: PT DREWEY LANE**

WEST POINT VA 23181 **PARCEL 7**

Bill Date: 05/06/2019 **Due Date:** 06/25/2019

Land Value: $75,300 **Improvement Value: $196,600**

Original Bill: $1,169.17 **Acres: 25.01** **Last Date: 06/04/2019**

Payments: $1,169.17- Penalty Paid: $0.00 Interest Paid: $0.00

Amount Owed: $0.00

Total Owed: $0.00 **Penalty: $0.00** **Interest: $0.00**

Note: If payment was received within the past 10 business days, then any returned items may not be posted at this time.

Date	Type	Transaction No.	Amount	Balance
05/06/2019	Charge	0	$ 1169.17	$ 1169.17
06/04/2019	Payment	3546	$ -1169.17	$ 0.00

New Search | Previous

Real Estate Public Inquiry Ticket Detail

REAL ESTATE TAX 2019

Department: RE2019 Ticket No: 28160002 Frequency: 2 Supplement No: 0

Name: GREEN ROBERT H JR TRUSTEE Account No: 8467

Name 2: GREEN JANA D TRUSTEE **Map No: 55 15G**

Address: **District: 03**

13191 MT OLIVE COHOKE RD **Description: PT DREWEY LANE**

WEST POINT VA 23181 **PARCEL 7**

Bill Date: 05/06/2019 **Due Date:** 12/05/2019

Land Value: $75,300 **Improvement Value: $196,600**

Original Bill: $1,169.17 **Acres: 25.01** **Last Date: 05/06/2019**

Payments: $0.00 **Penalty Paid: $0.00** **Interest Paid: $0.00**

Amount Owed: $1,169.17

Total Owed: $1,169.17 **Penalty: $0.00** **Interest: $0.00**

Note: If payment was received within the past 10 business days, then any returned items may not be posted at this time.

Date	Type	Transaction No.	Amount	Balance
05/06/2019	Charge	0	$ 1169.17	$ 1169.17

New Search | Previous

Mailed: M. L. Dickerson, Office Supervisor
Real Estate Dept. Virginia Electric & Powe
Richmond, Virginia 23261 Co.
August 6, 1982

No. 07586060

BOOK 147 PAGE 029

THIS AGREEMENT, made this 29th day of March, 19 82, between Evelyn N. Hyde, a Widow, Susan R. Fellows, unmarried, K. R. Hyde, Jr. and Anne F. Hyde, his wife, Charles N. Hyde and Lynne C. Hyde, his wife,

of King William, Virginia, hereinafter called "Owner" ("Owner" wherever used herein being intended to include the grantors whether one or more or masculine or feminine), and Virginia Electric and Power Company, a Virginia corporation, hereinafter called "Company."

WITNESSETH:

That for the sum of One Dollar ($1.00), and other valuable considerations, the receipt whereof is hereby acknowledged, Owner grants unto Company, its successors and assigns, the right, privilege and easement of right of way to construct, operate and maintain a pole line for transmitting and distributing electric power, including all wires, poles, attachments, ground connections, equipment, accessories and appurtenances desirable in connection therewith (hereinafter referred to as "facilities"), and including all telephone wires and attachments of any other company, over, upon and across the lands of Owner, situated in King William County, Virginia, as shown on Plat No. CE82-32, hereto attached and made a part of this agreement; the location of said right of way being shown in broken lines on said plat.

The facilities erected hereunder shall remain the property of Company. Company shall have the right to inspect, rebuild, remove, repair, improve, relocate on the right of way above described, and make such changes, alterations, substitutions, additions to or extensions of its facilities as Company may from time to time deem advisable, including the right to increase or decrease the number of wires.

Company shall at all times have the right to trim, cut and keep clear all trees, limbs, undergrowth and other obstructions along said pole line or adjacent thereto that may endanger the safe and proper operation of its facilities. All trees and limbs cut by Company at any time shall remain the property of Owner. Trees cut by Company with merchantable trunks six inches or more in diameter will be cut into lengths of not less than four feet when requested by Owner and will be placed in piles separate from other trees, limbs and undergrowth cut by Company.

For the purpose of constructing, inspecting, maintaining or operating its facilities, Company shall have the right of ingress to and egress from the right of way over the lands of Owner adjacent to the right of way and lying between public or private roads and the right of way in such manner as shall occasion the least practicable damage and inconvenience to Owner.

Company shall repair damage to roads, fences or other improvements and shall pay Owner for other damage done in the process of the construction, inspection, or maintenance of Company's facilities, or in the exercise of its right of ingress and egress; provided Owner gives written notice thereof to Company within thirty days after such damage occurs.

The Owner covenants that he is seized of and has the right to convey the said easement of right of way, rights and privileges; that Company shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement of right of way, rights and privileges, and that Owner shall execute such further assurances thereof as may be required.

BOOK 147 PAGE 030

WITNESS the following signatures and seals:

Evelyn N. Hyde (SEAL)
Frank Hyde (SEAL)
Lynne C. Hyde (SEAL)
Charles Hyde (SEAL)
Anne T. Hyde (SEAL)
K. R. Hyde, Jr. (SEAL)

Approved
D.B.G.
Real Estate Appr.

STATE OF VIRGINIA
County of Middlesex } To-wit:

I, Leonard Wilson, Jr., a Notary Public in and for the City aforesaid, County aforesaid, State of Virginia at Large, whose commission expires on the 31st day of May, 1985, do hereby certify that Evelyn N. Hyde

whose name is signed to the foregoing writing dated the 29th day of March, 19 82, acknowledged the same before me in the county aforesaid this 29th day of March, 19 82

Notary Public

BOOK 147 PAGE 031

STATE OF VIRGINIA
City of STAUNTON } To-wit:

I, REX GREAVER, a Notary Public in and for the City aforesaid, County aforesaid, State of Virginia at Large, whose commission expires on the 7 day of JANUARY, 1984, do hereby certify that

CHARLES N. HYDE

whose name IS signed to the foregoing writing dated the 29th day of March, 1982, acknowledged the same before me in the city aforesaid this 10 day of APRIL, 1982

Rex Greaver
Notary Public

STATE OF VIRGINIA
City of STAUNTON } To-wit:

I, REX GREAVER, a Notary Public in and for the City aforesaid, County aforesaid, State of Virginia at Large, whose commission expires on the 7th day of JANUARY, 1984, do hereby certify that

LYNNE C. HYDE

whose name IS signed to the foregoing writing dated the 29th day of MARCH, 1982, acknowledged the same before me in the city aforesaid this 10th day of APRIL, 1982

Rex Greaver
Notary Public

330.10

BOOK 147 PAGE 032

STATE OF VIRGINIA
County of Fairfax } To-wit:

I, Dianne L. Chamblin, a Notary Public in and for the City aforesaid, County aforesaid, State of Virginia at Large, whose commission expires on the 4th day of April, 1983, do hereby certify that Susan R. Fellows

whose name is signed to the foregoing writing dated the 29th day of March, 19 82, acknowledged the same before me in the county aforesaid this 29th day of April, 19 82.

Dianne L. Chamblin
Notary Public.

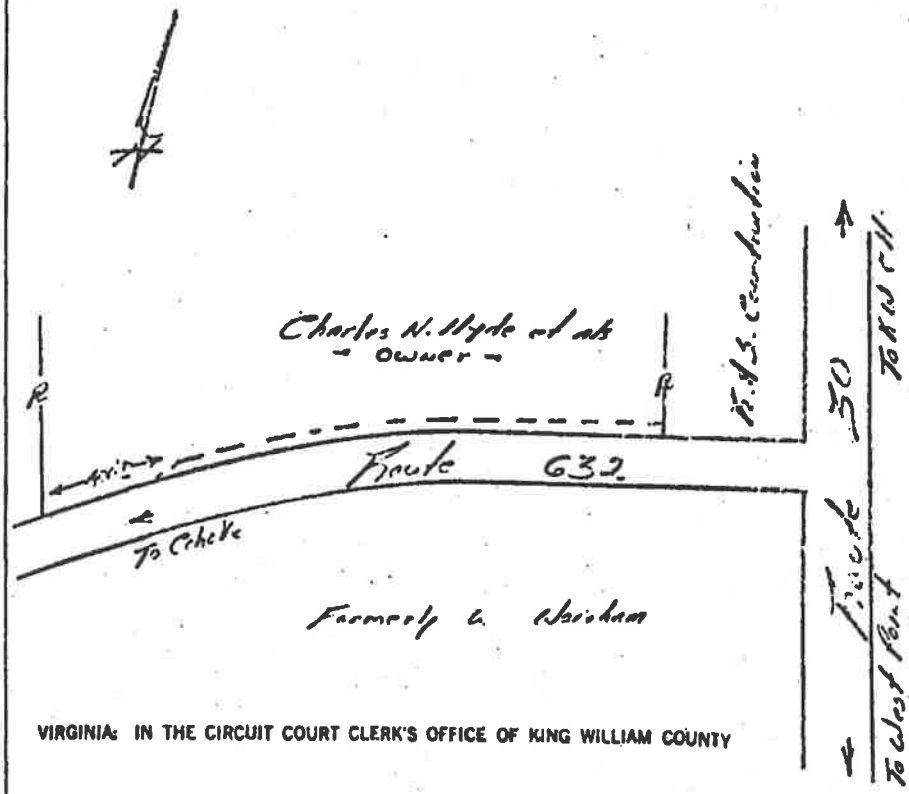
STATE OF NORTH CAROLINA
COUNTY of WILSON } To-wit:

I, Brian M. Hill, a Notary Public in and for the City aforesaid, County aforesaid, State of NORTH CAROLINA at Large, whose commission expires on the My Commission Expires 1-10-85 day of, 19, do hereby certify that Jane F. Hyde, K. C. Hyde Jr.

whose names are signed to the foregoing writing dated the 29th day of March, 19 82, acknowledged the same before me in the county aforesaid this 29th day of June, 19 82

Brian M. Hill
Notary Public.

BOOK 147 PAGE 033



VIRGINIA: IN THE CIRCUIT COURT CLERK'S OFFICE OF KING WILLIAM COUNTY

This Agreement & Plat was presented and together with the certificate annexed, admitted to record, at 9:00 O'Clock A M. on July 28 1982

Teste

Connie M. Hostow CLERK

$ 550.30

VIRGINIA ELECTRIC AND POWER COMPANY

PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT

Gloucester DISTRICT

DISTRICT-TOWNSHIP-BOROUGH COUNTY-CITY STATE

West Point King William Virginia

Gloucester OFFICE

LOCATION OF RIGHT OF WAY

Date 8-30-89
Returned To
Va. Power
7500 W. Broad St.
Richmond, VA

VIRGINIA POWER

700401 MK

BOOK 185 PAGE 184

Right Of Way Agreement - Individual Overhead Easement

COR 16-10-04

THIS AGREEMENT, Made this 14th day of May, 19 89, between

Susan R. FELLOWS, Unmarried
Evelyn N. HYDE and Charles N. HYDE, Husband and Wife
Kenneth R. HYDE, JR. and Anne F. HYDE, Husband and Wife

of North Carolina, hereinafter called "Owner" ("Owner" wherever used herein being intended to include the grantors whether one or more or masculine or feminine), and Virginia Electric and Power Company, a Virginia corporation, hereinafter called "Company."

WITNESSETH:

That for the sum of One Dollar ($1.00) and other valuable considerations, the receipt whereof is hereby acknowledged, Owner grants unto Company, its successors and assigns, the right, privilege and easement of right of way Fifteen (15) feet in width to construct, operate and maintain a pole line for transmitting and distributing electric power, including all wires, poles, attachments, ground connections, equipment accessories and appurtenances desirable in connection therewith (hereinafter referred to as "facilities") and including all telephone wires and attachments of any other company and for communication purposes. The Company shall have the right to assign or transfer, without limitation, all or any part of the perpetual right, privilege and easement of right of way granted herein, over, upon and across the lands of Owner, situated in King William County, Virginia, as shown on Plat No. 04-88-0281, hereto attached and made a part of this agreement; the location of boundary of said right of way being shown in broken lines on said plat.

The facilities erected hereunder shall remain the property of Company. Company shall have the right to inspect, rebuild, remove, repair, improve, relocate on the right of way above described, and make such changes, alterations, substitutions, additions to or extensions of its facilities as Company may from time to time deem advisable, including the right to increase or decrease the number of wires.

Company shall at all times have the right to trim, cut and keep clear all trees, limbs, undergrowth and other obstructions inside and outside the boundaries that may endanger the safe and proper operation of its facilities. All trees and limbs cut by Company at any time shall remain the property of Owner. Trees cut by Company with merchantable trunks six inches or more in diameter will be cut into lengths of not less than four feet when requested by Owner and will be placed in piles separate from other trees, limbs and undergrowth cut by Company.

For the purpose of constructing, inspecting, maintaining or operating its facilities, Company shall have the right of ingress to and egress from the right of way over the lands of Owner adjacent to the right of way and lying between public or private roads and the right of way in such manner as shall occasion the least practicable damage and inconvenience to Owner.

Company shall repair damage to roads, fences or other improvements and shall pay Owner for other damage done in the process of the construction, inspection, or maintenance of Company's facilities, or in the exercise of its right of ingress and egress; provided Owner gives written notice thereof to Company within thirty days after such damage occurs.

BOOK 185 PAGE 185

VIRGINIA POWER

Right Of Way Agreement -
Individual Overhead Easement

COR 16-10-04

Owner covenants that he is seised of and has the right to convey the said easement of right of way, rights and privileges; that Company shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement of right of way, rights and privileges, and that Owner shall execute such further assurances thereof as may be required.

WITNESS the following signature(s) and seal(s):

Susan R. Fellows (SEAL) Kenneth R. Hyde Jr. (Seal)

Evelyn N. Hyde (SEAL) Anne F. Hyde (SEAL)

Charles N. Hyde (SEAL) (Seal)

STATE OF ~~VIRGINIA~~ NORTH CAROLINA

COUNTY OF WILSON To-wit:

I, Stephenie C. Williams, a Notary Public in and for the State of ~~Virginia~~ NORTH CAROLINA at Large, City aforesaid, County aforesaid,

whose commission expires on the 1st day of February, 19 92, do hereby certify that

SUSAN R. FELLOWS, EVELYN N. HYDE, CHARLES N. HYDE, KENNETH R. HYDE, JR, ANNE F. HYDE

whose names ARE signed to the foregoing writing dated the 4th day of May, 19 89

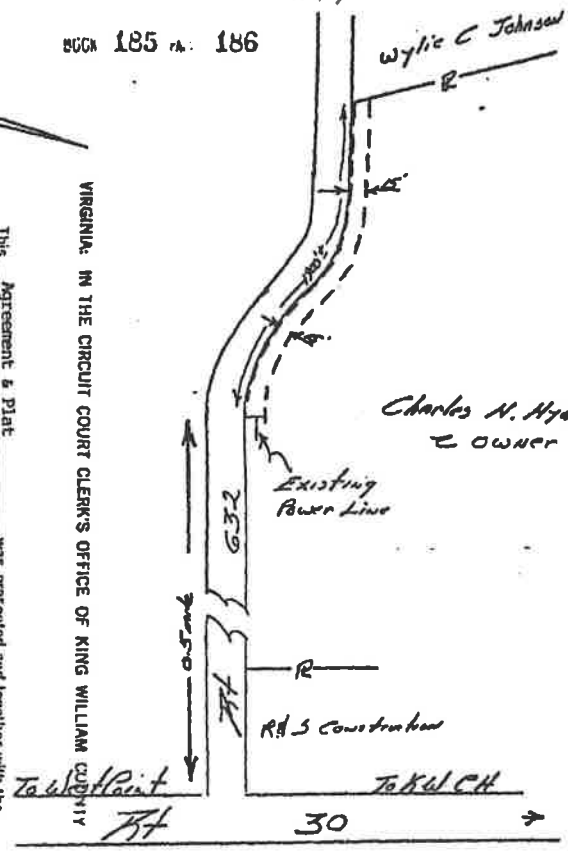
acknowledged the same before me in the County of Wilson aforesaid this 15th day of May, 19 89.

Stephenie C Williams
Notary Public.

APPROVED
BY JBH
CENTRAL DIVISION
RIGHT OF WAY

Form No. 720493(Aug 87)
(Formerly 97564060)
(Page 2 of 3)

BOOK 185 PG. 186



VIRGINIA: IN THE CIRCUIT COURT CLERK'S OFFICE OF KING WILLIAM COUNTY

This Agreement & Plat was presented and together with the certificate annexed, admitted to record, at 9:00 O'Clock A. M. on August 10, 1989

Teste: Bennett M. Upshaw, Clerk

By: Cheryl Williams Deputy CLERK.

OWNER'S INITIALS

VIRGINIA POWER

Plat To Accompany
Right-Of-Way Agreement
Virginia Electric and Power Company

Legend

— — — Location Of Boundary Lines Of Right-Of-Way

District: Gloucester	
District-Township-Borough: West Point	County-City: King William
State: Virginia	
Office: Gloucester	Plat Number: 04880-281
Estimate Number: None	Grid Number: H 140A
Date: 11-1788	By: Leonard W. Wilson, Jr

Page 3 of 3

Dominion

050002597

Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, is made and entered into as of this 16th day of June, 2005, by and between

ROBERT H. GREEN, JR.

("**GRANTOR**") and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in Virginia as Dominion Virginia Power, with its principal office in Richmond, Virginia ("**GRANTEE**").

WITNESSETH:

1. That for and in consideration of the sum of One Dollar ($1.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, **GRANTOR** grants and conveys unto **GRANTEE**, its successors and assigns, the perpetual right, privilege and easement over, under, through, upon and across the property described herein, for the purpose of transmitting and distributing electric power by one or more circuits; for its own internal telephone and other internal communication purposes directly related to or incidental to the generation, distribution, and transmission of electricity, including the wires and facilities of any other public service company in aid of or to effectuate such internal telephone or other internal communication purposes; and for lighting purposes; including but not limited to the right:

1.1 to lay, construct, operate and maintain one or more lines of underground conduits and cables including, without limitation, one or more lighting supports and lighting fixtures as **GRANTEE** may from time to time determine, and all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, accessories and appurtenances desirable in connection therewith; the width of said easement shall extend FIFTEEN (15) feet in width across the lands of **GRANTOR**; and

Initials: RHG _____ _____

This Document Prepared by Virginia Electric and Power Company and should be returned to:
Dominion Virginia Power, 1601 Hamilton Avenue Portsmouth VA 23707.

DVPIDNo(s). 04-05-0135
Tax Map No. T.M. 55 - 15G

Form No. 728493A1(Nov 2002)
© Dominion Resources Services, Inc.

2. The easement granted herein shall extend across the lands of **GRANTOR** situated in KING WILLIAM COUNTY, Virginia, as more fully described on Plat(s) Numbered 04-05-0135, attached to and made a part of this Right of Way Agreement; the location of the boundaries of said easement being shown in broken lines on said Plat(s), reference being made thereto for a more particular description thereof.

3. All facilities constructed hereunder shall remain the property of **GRANTEE. GRANTEE** shall have the right to inspect, reconstruct, remove, repair, improve, relocate on the easement, and make such changes, alterations, substitutions, additions to or extensions of its facilities as **GRANTEE** may from time to time deem advisable.

4. **GRANTEE** shall have the right to keep the easement clear of all buildings, structures, trees, roots, undergrowth and other obstructions which would interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, retop, cut and keep clear any trees or brush inside and outside the boundaries of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by **GRANTEE** shall remain the property of **GRANTOR.**

5. For the purpose of exercising the right granted herein, **GRANTEE** shall have the right of ingress to and egress from this easement over such private roads as may now or hereafter exist on the property of **GRANTOR**. The right, however, is reserved to **GRANTOR** to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement, **GRANTEE** shall have such right of ingress and egress over the lands of **GRANTOR** adjacent to the easement. **GRANTEE** shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to **GRANTOR.**

6. **GRANTEE** shall repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and (b) outside the boundaries of the easement and shall repair or pay **GRANTOR**, at **GRANTEE**'s option, for other damage done to **GRANTOR**'s property inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and outside the boundaries of the easement caused by **GRANTEE** in the process of the construction, inspection, and maintenance of **GRANTEE**'s facilities, or in the exercise of its right of ingress and egress; provided **GRANTOR** gives written notice thereof to **GRANTEE** within sixty (60) days after such damage occurs.

Initials: RHG _____ _____

Form No. 726493A2(Mar 2001)
© Dominion Resources Services, Inc.

7. **GRANTOR**, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with **GRANTEE**'s exercise of any of its rights hereunder. **GRANTOR** shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, **GRANTOR** may construct on the easement fences, landscaping (subject, however, to **GRANTEE**'s rights in Paragraph 4 of this Right of Way Agreement), paving, sidewalks, curbing, gutters, street signs, and below ground obstructions as long as said fences, landscaping, paving, sidewalks, curbing, gutters, street signs, and below ground obstructions do not interfere with **GRANTEE**'s exercise of any of its rights granted hereunder. In the event such use does interfere with **GRANTEE**'s exercise of any of its rights granted hereunder, **GRANTEE** may, in its reasonable discretion, relocate such of its facilities as may be practicable to a new site designated by **GRANTOR** and acceptable to **GRANTEE**. In the event any such facilities are so relocated, **GRANTOR** shall reimburse **GRANTEE** for the cost thereof and convey to **GRANTEE** an equivalent easement at the new site.

8. **GRANTEE** shall have the right to assign or transfer, without limitation, to any public service company all or any part of the perpetual right, privilege and easement granted herein.

9. If there is an Exhibit A attached hereto, then the easement granted hereby shall additionally be subject to all terms and conditions contained therein provided said Exhibit A is executed by **GRANTOR** contemporaneously herewith and is recorded with and as a part of this Right of Way Agreement.

10. Whenever the context of this Right of Way Agreement so requires, the singular number shall mean the plural and the plural the singular.

Initials: RAG _____ _____

Form No. 728493A3(Mar 2001)
© Dominion Resources Services, Inc.

Dominion

Right of Way Agreement

11. **GRANTOR** covenants that it is seised of and has the right to convey this easement and the rights and privileges granted hereunder; that **GRANTEE** shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges; and that **GRANTOR** shall execute such further assurances thereof as may be reasonably required.

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

WITNESS the following signatures and seals:

Robert H. Green Jr. (SEAL) _____ (SEAL)
ROBERT H. GREEN, JR.

_____ (SEAL) _____ (SEAL)

State of Virginia

City/County of James City

The foregoing instrument was acknowledged before me this 16th day of June, 2005 by ROBERT H. GREEN, JR.
(Name of Grantor(s) Signing)

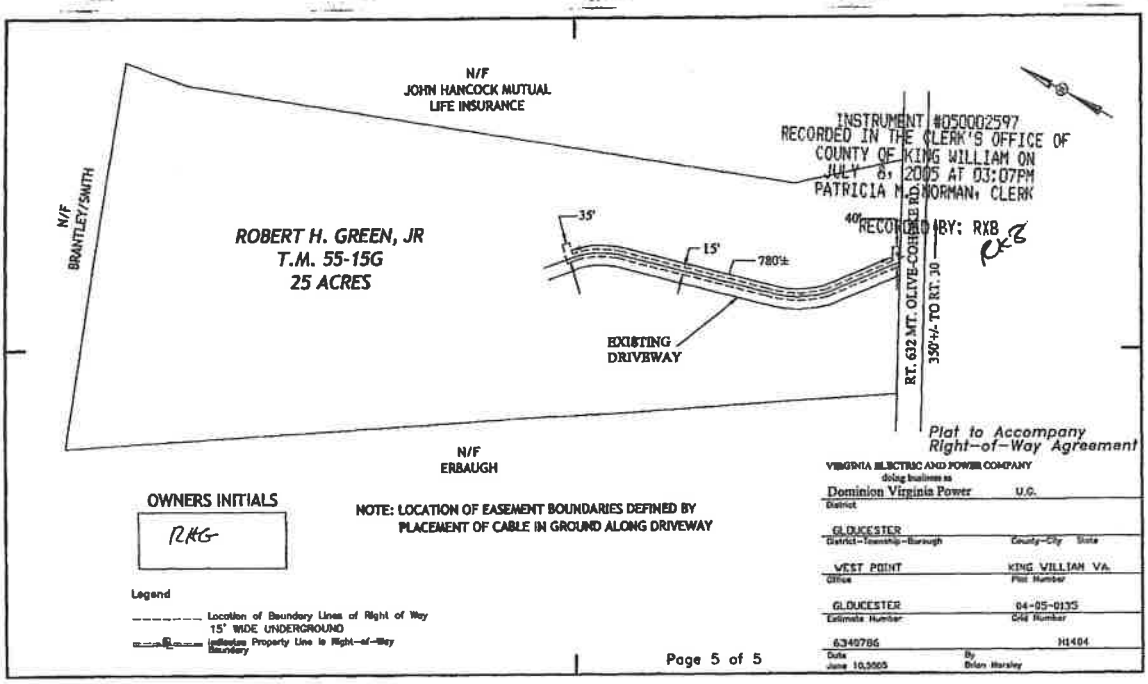
ERNA G Huffman
Notary Public (Print Name)

Erna G Huffman
Notary Public (Signature)

My commission expires: Sept-30, 2008

(Page 4 of 5 Pages)
DVPIDNo(s). 04-05-0135

Form No. 728531A(Mar 2001)
© Dominion Resources Services, Inc



INSTRUMENT #050002597
RECORDED IN THE CLERK'S OFFICE OF
COUNTY OF KING WILLIAM ON
JULY 8, 2005 AT 03:07PM
PATRICIA M. NORMAN, CLERK
RECORDED BY: RXB

Plat to Accompany
Right-of-Way Agreement

VIRGINIA ELECTRIC AND POWER COMPANY
doing business as
Dominion Virginia Power — U.C.
District

GLOUCESTER
District–Township–Borough — County–City — State

WEST POINT — KING WILLIAM VA.
Office — Plat Number

GLOUCESTER — 04-05-0135
Estimate Number — Old Number

6340786 — H1404
Date — By
June 10,2005 — Brian Horsley

OWNERS INITIALS

RHG

NOTE: LOCATION OF EASEMENT BOUNDARIES DEFINED BY
PLACEMENT OF CABLE IN GROUND ALONG DRIVEWAY

Legend

- - - - - - - - Location of Boundary Lines of Right of Way
15' WIDE UNDERGROUND

— — — — indicates Property Line to Right-of-Way Boundary

Parcel I.D. No.: 55-15-G	VDOT Project No.: N/A
ROW Tracking No.: CBCC-07-264457-R	Verizon W. O. No.: 7A01014

#07000142

verizon

After Recording Mail To:
VERIZON VIRGINIA INC.
2600 Brittons Hill Road
Richmond, VA 23230

Document Prepared By:
VERIZON VIRGINIA INC.
2600 Brittons Hill Road
Richmond, VA 23230

TAX MAP PARCEL I.D. NO:
55-15-G

DEED OF EASEMENT

THIS DEED OF EASEMENT made this 20 day of February, 2007, by and between Robert H. Green, Jr., Virginia herein after called Grantor and VERIZON VIRGINIA INC., a Virginia corporation, its successors, assigns lessees and agents, herein after called Grantee.

WITNESSETH:

For and in consideration of One Dollar ($1.00) cash in hand paid unto Grantor and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants and conveys unto Grantee, its successors, assigns, lessees and agents, a perpetual non-exclusive easement and right of way (the "Easement") to install, construct, operate, maintain, inspect, improve, relocate, alter, replace and remove a communication system consisting of such buried cables, buried wires, posts, terminals, pedestals, vaults, conduits, manholes, handholes, and related above-ground facilities, including but not limited to, posts, terminals, location markers, cabinets, equipment housings, and other appurtenances (the "Facilities"), as Grantee may from time to time require, upon, under, across and over Grantor's real property being located in the West Point District of King William County, Commonwealth of Virginia, more particularly identified as Tax Map No. 55-15-G (the "Property") as shown and described on Exhibit "A", numbered **CBCC-07-264457-R**, attached hereto and made a part hereof (the "Easement Area").

The herein granted right and easement is a 0.024 acre (1,042.5 sq. ft.) area situated near the southeasterly corner of the Grantor's land, being more particularly described as:

Description – Verizon Easement

Beginning at point marking the southeasterly parcel corner located on the northerly right of way line of Mount Olive – Cohoke Road (Route 632), said point being approximately 359 feet westerly of the centerline of State Route 30; thence South 70 degrees 16 minutes 00 seconds West 54.26 feet to a point; thence North 19 degrees 44 minutes 00 seconds West 20.00 feet to a

point; thence North 70 degrees 16 minutes 00 seconds East 50.00 feet to a point; thence South 31 degrees 45 minutes 00 seconds East 20.45 feet to the point of beginning,

Said Easement is hereby granted and conveyed unto Grantee together with the following rights and covenants:

Grantee shall have the right of ingress and egress over, upon and across the Property, including Grantor's private roads, to and from the communications system and Easement, including the right to temporarily open and close fences, for the purposes of exercising the rights herein granted.

Grantee shall have the right to trim, cut and remove trees, shrubbery, undergrowth and other obstructions within the Easement Area which interfere with or threaten the efficient and safe operation, construction or maintenance of it facilities or impedes the access thereto.

The communications system constructed hereunder is and shall remain the property of the Grantee. Grantee shall have the right to inspect, rebuild, remove, repair, and relocate its communications system, or any part thereof, within the Easement Area, and may make such changes, alterations, substitutions, additions in and to or extensions of its facilities as it deems advisable without the prior consent of the Grantor.

Grantee shall have the right to install a paved or gravel entranceway (including necessary drainage facilities) from any adjoining public or private roadway and shall have the right to install a paved or gravel parking area within the Easement Area.

Grantor grants and conveys to Dominion – Virginia Power, its successors and assigns an easement and right-of-way (the "Power Company Easement") upon Grantor's lands to construct, operate and maintain an electric utility system consisting of such buried cables, buried conductors, conduits, handholes, transformers, terminals, grounding apparatus, metering equipment, and other appurtenances as may be required to provide electric utility service to support the communications system. The Power Company Easement area shall overlap the Easement Area granted hereunder in its entirety.

During periods of actual construction, Grantee shall have the temporary right to use Grantor's property lying adjacent to the Easement Area.

Grantor covenants that it is seized of the Property and has the right to convey the Easement, rights and privileges herein conveyed to Grantee and that Grantee shall have quiet and peaceable possession, use and enjoyment of the aforesaid Easement, rights and privileges hereby granted.

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

IN WITNESS WHEREOF, the following signatures and seals:

Robert H. Green, Jr.

By: Robert H. Green, Jr.

Print Name: Robert H. Green, Jr.

Print Title: Owner

COMMONWEALTH/STATE OF Virginia:

County/City of James City; to wit:

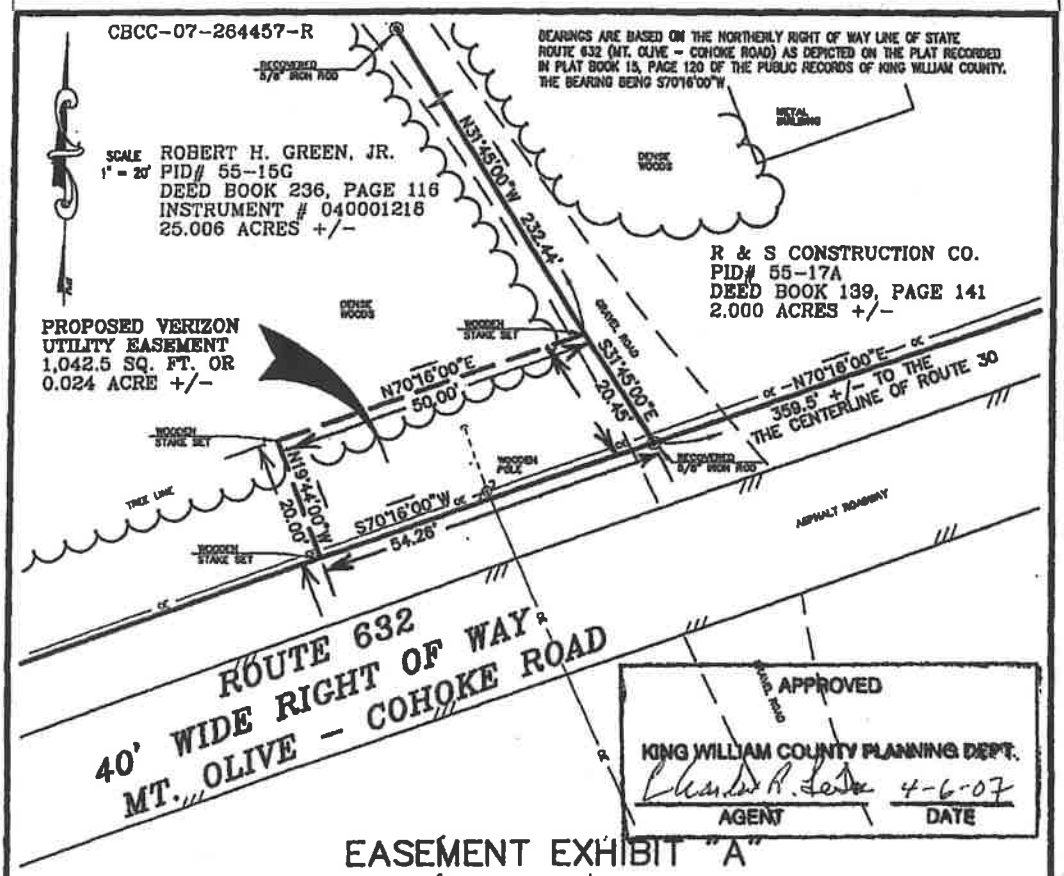
I, Miriam Tietjens, a Notary Public in and for the jurisdiction aforesaid do hereby certify that Mr. Robert H. Green, Jr., as Owner, did personally appear before me and acknowledge the foregoing writing dated 2/13/07 in the jurisdiction aforesaid this 20th day of February, 2007.

Miriam Tietjens
Notary Public

My Commission expires: May 31, 2010

Miriam E. Tietjens
Notary Public
Commonwealth of Virginia
My Commission Expires May 31, 2010

Exhibit "A"



EASEMENT EXHIBIT "A"

PARCEL 7, "PLAT OF THREE PARCELS OF LAND LOCATED ON THE NORTHERN LINE OF STATE ROUTE 632 AND LYING IN THE WEST POINT DISTRICT OF KING WILLIAM COUNTY" AS RECORDED IN PLAT BOOK 15, PAGE 120
LOCATED IN WEST POINT DISTRICT, KING WILLIAM COUNTY, VIRGINIA
ACROSS THE PROPERTY OF ROBERT H. GREEN, JR.

COMMONWEALTH OF VIRGINIA
JOHN S. CLAYTOR
No. 2288
2/12/07
LAND SURVEYOR

9805940150986EXHIBIT.DWG (JSC)

JOHNSON, MIRMIRAN & THOMPSON
Engineering A Brighter Future

9201 Arboretum Parkway Suite 140 Richmond, Virginia 23236
Phone: (804) 323-9900 Fax: (804) 323-0595
Email: jmtva@jmt-engineering.com

REVISED 2/12/07 – ADDED INSTRUMENT NUMBERS AND VERIZON CODE

DATE: 2-9-07	DATE OF FIELD SURVEY: 2-5-07
SCALE: 1" = 20'	CHECKED BY: RBM

PARCEL: Tax Map ID# 55-15-G; 13191 Mount Olive – Cohoke Road, West Point, VA 23181

VERIZON VIRGINIA INC. RIGHT-OF-WAY Exhibit "A"	GRANTOR/OWNER: Robert H. Green, Jr.	CITY/COUNTY: King William County MAGISTERIAL DIST.: West Point
℄ ·-·-·-·-· DENOTES AND/OR R/W - - - - LIMITS OF RIGHT-OF-WAY	ADDRESS: 13191 Mount Olive-Cohoke Road, West Point, VA 23181 PH. NO.: 804-843-9292	TAX MAP NO.: 55-15-G PROPERTY I.D.: N/A DEED BOOK: N/A PAGE: N/A INSTRUMENT #: 040001218
E.A.: Dan Clark PHONE NO.: 804-772-5246	Grantor: Doran B. Green	GRSM: SH 249, E-W H, N-S 7, SH 1 OF 1
CENTRAL OFFICE: West Point VZ ROW NUMBER: CBCC-07-264457-R COVER SHEET NUMBER: CS-	Grantor: William W. Rosson	ROUTE 1A2 PLAT 79 WORK ORDER #:

INSTRUMENT #070001421
RECORDED IN THE CLERK'S OFFICE OF
COUNTY OF KING WILLIAM ON
APRIL 6, 2007 AT 10:27AM
PATRICIA M. NORMAN, CLERK

RECORDED BY: PMN PMN

DATE: 4-16-92
RETURNED TO:
Hazel & Thomas
P. O. Box 3-K
Richmond, VA 23206

BOOK 208 PAGE 618

HOMESTEAD DEED FOR REAL PROPERTY

NAME OF HOUSEHOLDER: Anne F. Murray
ADDRESS OF HOUSEHOLDER: 116 Crittenden Lane
Newport News, Virginia 23206

IS THE HOUSEHOLDER A DISABLED VETERAN ENTITLED TO CLAIM THE ADDITIONAL EXEMPTION UNDER § 34-4.1? No

NAME(S) AND AGE(S) OF DEPENDENT(S): N/A

COUNTY/CITY IN WHICH REAL PROPERTY CLAIMED AS EXEMPT IS LOCATED:

King William County

DESCRIPTION OF PROPERTY CLAIMED AS EXEMPT: 390 acres of land located at Drury Lane Farm, King William County, Virginia

VALUE OF PROPERTY DESCRIBED ABOVE: Approximately $300,000

Anne F. Murray 4/14/92
Anne F. Murray

COMMONWEALTH OF VIRGINIA
CITY OF NEWPORT NEWS
The foregoing instrument was subscribed and sworn to before my this 14 day of April, 92 by Anne F. Murray.

Gordon B. Cooper
Notary Public

My commission expires: 09/30/94.

Bruce H. Hatson (Va. Bar No. 22874)
William A. Broscious (Va. Bar No. 27436)
Otto W. Konrad (Va. Bar No. 33405)
HAZEL & THOMAS, P.C.
411 East Franklin Street
P. O. Box 3-K
Richmond, Virginia 23206

Counsel for Anne F. Murray

VIRGINIA: IN THE CIRCUIT COURT CLERK'S OFFICE OF KING WILLIAM COUNTY

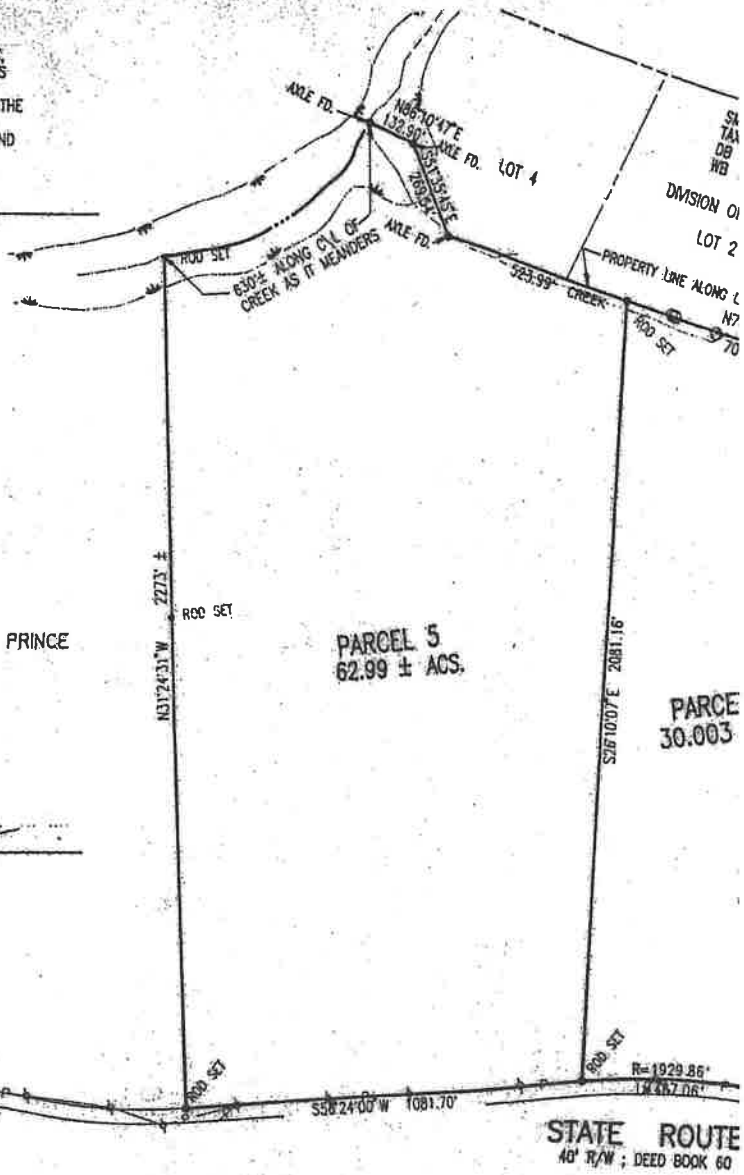
This Homestead Deed was presented and together with the certificate annexed, admitted to record, at 11:45 O'Clock A. M. on April 16, 1992

Teste:
Emmett M. Upshaw CLERK

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, IS CORRECT AND COMPLIES WITH THE MINIMUM PROCEDURES AND STANDARDS ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND

PRESENT OWNER : COLONIAL FARM CREDIT, ACA DEED BOOK 229 PAGES 371 & 374.

COMMONWEALTH OF VIRGINIA
PAUL A. GALBERT
No. 1434 B
7-18-94
LAND SURVEYOR



August 25, 1994
SEE DEED BOOK 236 Page 116

TESTE: Emmett M. Upshaw, Clerk

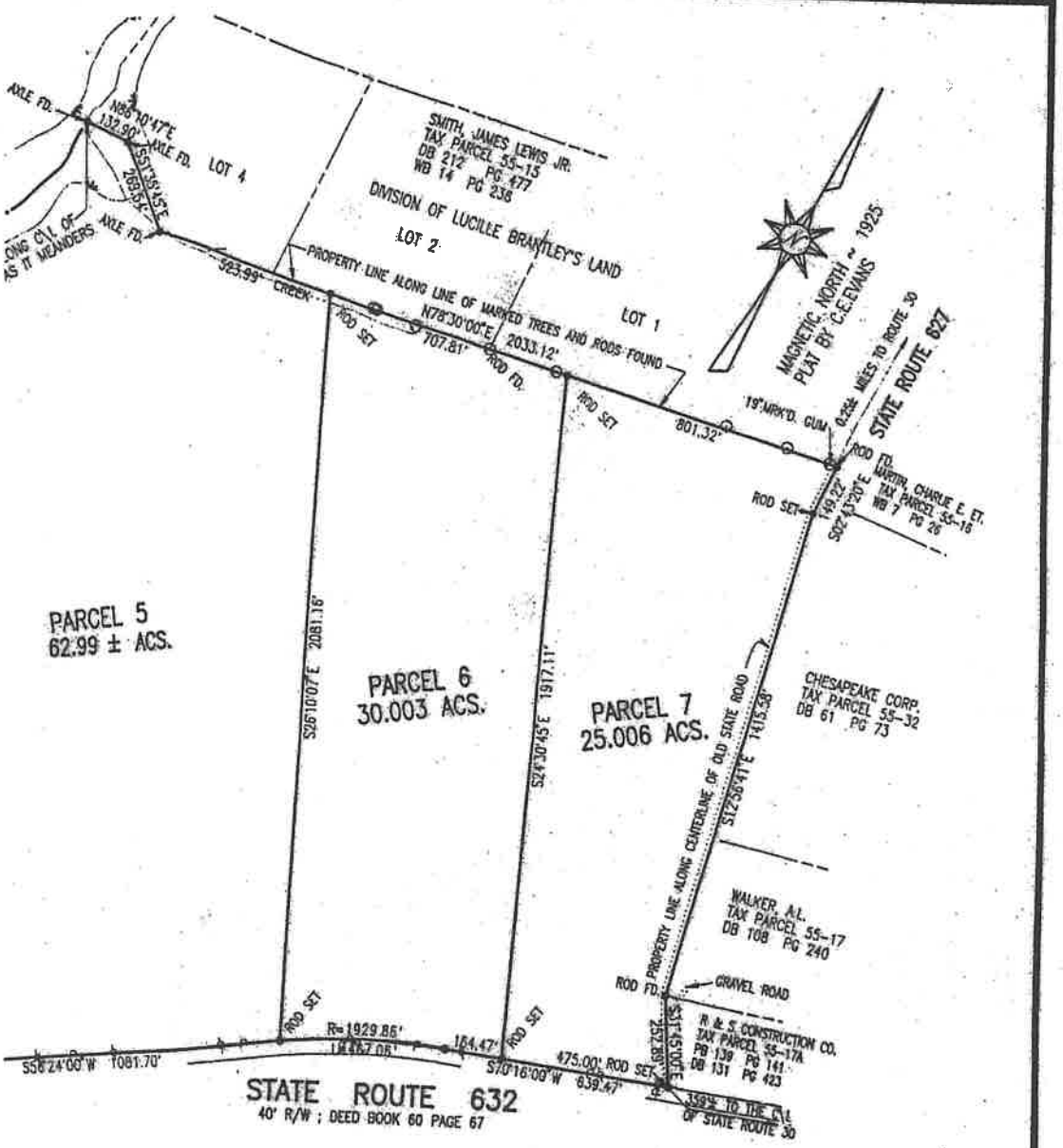
PLAT OF THREE PARCELS OF LAND LOCATED ON THE NORTHERN LINE OF STATE ROUTE 632 AND LYING IN THE WEST POINT DISTRICT, KING WILLIAM COUNTY, VIRGINIA.

job no. 3997-0014 date JULY 18, 1994 scale 1" = 300'

GJB

C W. WARTHEN COMPANY

PLAT BOOK 15 PAGE 131



THREE PARCELS OF LAND LOCATED
NORTHERN LINE OF STATE ROUTE 632
NG IN THE WEST POINT DISTRICT,
LIAM COUNTY, VIRGINIA.

1" = 300'

Goodfellow, Jalbert, Beard and Associates Inc.
6526 Mechanicsville Turnpike — P.O. Box 539
Mechanicsville, Virginia 23111 (804) 746-7097
ENGINEERING • SURVEYING • PLANNING

06670

23

VIRGINIA LAND RECORD COVER SHEET
FORM A – COVER SHEET CONTENT

#160001794

Instrument Date: 8/25/2016
Instrument Type: DOT
Number of Parcels: 1 Number of Pages: 23
[ ] City [X] County
KING WILLIAM

TAX EXEMPT? VIRGINIA/FEDERAL LAW
[ ] Grantor:
[ ] Grantee:
Consideration: $178,000.00
Existing Debt: $0.00
Actual Value/Assumed: $0.00
PRIOR INSTRUMENT UNDER § 58.1-803(D):
Original Principal: $0.00
Fair Market Value Increase: $0.00

(Area Above Reserved For Deed Stamp Only)

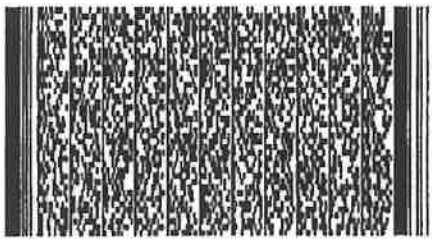
Original Book Number: Original Page Number: Original Instrument Number:

Prior Recording At: [ ] City [X] County
KING WILLIAM Percentage In This Jurisdiction: 100%

BUSINESS / NAME
1 [ ] Grantor: GREEN, ROBERT H JR TR
2 [ ] Grantor: GREEN, JANA D JR TR
1 [ ] Grantee: CUCCIA, JOHN A III TR
[ ] Grantee:

GRANTEE ADDRESS
Name: JOHN A CUCCIA III TR
Address: 8006 DISCOVERY DR SUITE 401
City: RICHMOND State: VA Zip Code: 23229
Book Number: Page Number: Instrument Number: 130002548
Parcel Identification Number (PIN): 55-15G Tax Map Number: 55-15G
Short Property Description: 25.006 ACRES, DESIGNATED AS PARCEL 7

Current Property Address 13191 MT OLIVE COHOKE RD
City: WEST POINT State: VA Zip Code: 23181
Instrument Prepared By: ALIXANDRIA GRUTA, BB&T Recording Paid By: BRIDGETRUST TITLE GROUP
Recording Returned To: BRIDGETRUST TITLE GROUP
Address: 2108 W LABURNUM AVE SUITE 110
City: RICHMOND State: VA Zip Code: 23227



§§ 17.1-223, 17.1-227.1, 17.1-249

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Title(s) of Document: Deed of Trust

Date of Document: August 25, 2016

Grantor's (Trustor's) name: ROBERT H GREEN JR, Trustee(s) of the Robert H. Green, Jr. Revocable Trust September 26, 2013 a/an Virginia Trust and JANA D GREEN, Trustee(s) of the Jana D. Green Revocable Trust September 26, 2013 a/an Virginia Trust

Grantee's (Beneficiary's) name: Branch Banking and Trust Company

Trustee name(s): John A Cuccia, III

Prepared By: Alixandria GRUTA, 223 West Nash Street, Wilson, NC 27893

Return To: BridgeTrust Title Group
2108 W. Laburnum Ave., Ste. 110
Richmond, VA 23227

RPC / Parcel ID #: 55-156

Consideration of Deed: $178,000.00

Actual Value of the Property Conveyed: $298,199.00

The Tax Map Reference #: 55-156

Brief Legal Description: 25.006 acres, Parcel 7

Code section under which any exemption from recordation taxes is claimed:

THIS REFINANCE DEED OF TRUST IS RECORDED UNDER THE PROVISIONS OF VIRGINIA CODE SECTION 58.1-803
The original Deed of Trust was recorded in
Deed Book_____ at Page_____ or
Instrument Number 090000511

Borrowers certify that this is a refinance of a debt previously secured by a deed of trust or mortgage on which the tax has been paid. The amount of the original debt was $_____.

Return To: BridgeTrust Title Group
2108 W. Labumum Ave., Ste. 110
Richmond, VA 23227

Tax Map Reference Number: _____

RPC/Parcel ID Number: _____

Prepared By: Alixandria GRUTA
223 West Nash Street
Wilson, NC 27893

106670

Deed of Trust

MIN 100159969247896601

The following information, as further defined below, is provided in accordance with Virginia law:

This Deed of Trust is given by Robert H Green Jr, Trustee of the Robert H. Green, Jr. Revocable Trust under trust instrument dated September 26, 2013 and Jana D Green, Trustee of the Jana D. Green Revocable Trust under trust instrument dated September 26, 2013, a husband and wife, as Borrower (*"trustor"*), to John A Cuccia, III 8006 Discovery Dr., Suite 401, Richmond, VA 23229, as Trustee, for the benefit of Mortgage Electronic Registration Systems, Inc. as beneficiary.

THIS IS A REFINANCE OF A DEED OF TRUST, MORTGAGE OR OTHER SECURITY INTEREST, RECORDED IN THE CLERK'S OFFICE, CIRCUIT COURT OF KING WILLIAM, VIRGINIA IN DEED BOOK _____, PAGE _____ FOR WHICH THE TAX HAS BEEN PAID, PURSUANT TO SECTION 58.1-803(E) OF THE *CODE OF VIRGINIA*.

Definitions. Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) *"Security Instrument"* means this document, which is dated August 25, 2016, together with all Riders to this document.

(B) *"Borrower"* is Robert H Green Jr, Trustee of the Robert H. Green, Jr. Revocable Trust under trust instrument dated September 26, 2013 and Jana D Green, Trustee of the Jana D. Green Revocable Trust under trust instrument dated September 26, 2013, a husband and wife. Borrower is the trustor under this Security Instrument.

(C) *"Lender"* is Branch Banking and Trust Company. Lender is a state non-member bank organized and existing under the laws of North Carolina. Lender's address is 223 West Nash Street, Wilson, NC 27893.

(D) *"Trustee"* is John A Cuccia, III. Trustee (whether one or more persons) is a Virginia resident and/or a United States- or Virginia-chartered corporation whose principal office is located in Virginia. Trustee's address is 8006 Discovery Dr., Suite 401, Richmond, VA 23229.

(E) *"MERS"* is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) *"Note"* means the promissory note signed by Borrower and dated August 25, 2016. The Note states that Borrower owes Lender one hundred seventy eight thousand and 00/100 Dollars (U.S. $178,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than September 1, 2046.

(G) *"Property"* means the property that is described below under the heading "Transfer of Rights in the Property."

(H) *"Loan"* means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) *"Riders"* means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ 1-4 Family Rider
☐ VA Rider	☐ Biweekly Payment Rider	☐ Other(s) [specify]

(J) *"Applicable Law"* means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) *"Community Association Dues, Fees, and Assessments"* means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) *"Electronic Funds Transfer"* means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) *"Escrow Items"* means those items that are described in Section 3.

(N) *"Miscellaneous Proceeds"* means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of

all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) *"Mortgage Insurance"* means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) *"Periodic Payment"* means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) *"RESPA"* means the *Real Estate Settlement Procedures Act* (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, RESPA refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) *"Successor in Interest of Borrower"* means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

Transfer of Rights in the Property. The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County [Type of Recording Jurisdiction] of KING WILLIAM [Name of Recording Jurisdiction]: See Exhibit A which currently has the address of 13191 Mt Olive Cohoke Rd [Street] West Point, KING WILLIAM [City/County], Virginia 23181 [Zip Code] (*"Property Address"*):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the *"Property."* Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Uniform Covenants. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the *"Funds"*) to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security

Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called *"Escrow Items"*. At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term *"extended coverage,"* and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage.

If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from

the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed *"captive reinsurance."* Further:

(A) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(B) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to

receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. *"Opposing Party"* means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and,

if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund

reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, *"Interest in the Property"* means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "*Loan Servicer*") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action

can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by

this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender or Trustee shall give to Borrower, the owner of the Property, and all other persons, notice of sale as required by Applicable Law. Trustee shall give public notice of sale by advertising, in accordance with Applicable Law, once a week for two successive weeks in a newspaper having general circulation in the county or city in which any part of the Property is located, and by such additional or any different form of advertisement the Trustee deems advisable. Trustee may sell the Property on the eighth day after the first advertisement or any day thereafter, but not later than 30 days following the last advertisement. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by advertising in accordance with Applicable Law. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property with special warranty of title. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to discharge the expenses of executing the trust, including a reasonable commission to Trustee; (b) to discharge all taxes, levies, and assessment, with costs and interest if these costs have priority over the lien of this Security Instrument, including the due pro rata thereof for the current year; (c) to discharge in the order of their priority, if any, the remaining debts and obligations secured by this Security Instrument, and any liens of record inferior to this Security Instrument under which sale is made, with lawful interest; and, (d) the residue of the proceeds shall be paid to Borrower or Borrower's assigns. Trustee shall not be required to take possession of the Property prior to the sale thereof or to deliver possession of the Property to the purchaser at the sale.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to release this Security Instrument and shall surrender all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

NOTICE: THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Borrower

Robert H Green Jr *Seal*
Trustee of the Robert H. Green, Jr. Revocable Trust, under trust instrument dated September 26, 2013

Jana D Green *Seal*
Trustee of the Jana D. Green Revocable Trust, under trust instrument dated September 26, 2013

By signing below, the undersigned, Settlor(s) of the Robert H. Green, Jr. Revocable Trust under trust instrument dated September 26, 2013, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

Settlor

Robert H Green Jr *Seal*

By signing below, the undersigned, Settlor(s) of the Jana D. Green Revocable Trust under trust instrument dated September 26, 2013, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

Settlor

Jana D Green *Seal*

Acknowledgment

Commonwealth of Virginia

County of King William

AUG 25 2016

This instrument was acknowledged before me on _____ by Robert H Green Jr, Trustee of Robert H. Green, Jr. Revocable Trust, a Virginia trust on behalf of the trust.

William L. Schaefer
Notary Public

WILLIAM LINWOOD SCHAEFER
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES FEB. 28, 2017
COMMISSION # 240131

WILLIAM L. SCHAEFER
(Print Name)

My commission expires: 2/28/2017

Notary Registration Number: 240131

Acknowledgment

Commonwealth of Virginia

County of King William

AUG 25 2016

This instrument was acknowledged before me on _____ by Jana D Green, Trustee of Jana D. Green Revocable Trust, a Virginia trust on behalf of the trust.

William L. Schaefer
Notary Public

WILLIAM LINWOOD SCHAEFER
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES FEB. 28, 2017
COMMISSION # 240131

WILLIAM L. SCHAEFER
(Print Name)

My commission expires: 2/28/2017

Notary Registration Number: 240131

Loan Origination Organization: Branch Banking and Trust Company

NMLS ID: 399803

Loan Originator: Amanda Thurman

NMLS ID: 1169470

Signature Attachment

Security Instrument - Inter Vivos Revocable Trust

BY SIGNING BELOW, the Borrower(s) acknowledge(s) all of the terms and covenants contained in the Security Instrument and any rider(s) thereto and agrees to be bound thereby.

Robert H. Green, Jr. Revocable Trust

-Borrower

-Borrower

-Borrower

-Borrower

BY SIGNING BELOW, the undersigned, Settlor(s) of Robert H. Green, Jr. Revocable Trust

acknowledge(s) all of the terms and covenants contained in the Security Instrument and any rider(s) thereto and agrees to be bound thereby.

Robert H Green Jr - Trust Settlor

- Trust Settlor

- Trust Settlor

- Trust Settlor

Signature Attachment

Security Instrument - Inter Vivos Revocable Trust

BY SIGNING BELOW, the Borrower(s) acknowledge(s) all of the terms and covenants contained in the Security Instrument and any rider(s) thereto and agrees to be bound thereby.

Jana D. Green Revocable Trust

-Borrower

-Borrower

-Borrower

-Borrower

BY SIGNING BELOW, the undersigned, Settlor(s) of Jana D. Green Revocable Trust

acknowledge(s) all of the terms and covenants contained in the Security Instrument and any rider(s) thereto and agree to be bound thereby.

Jana D Green - Trust Settlor

- Trust Settlor

- Trust Settlor

- Trust Settlor

Escrow File No.: 093106670

EXHIBIT "A"

All that certain lot or parcel of land, lying and being in West Point Magisterial District, King William County, Virginia, containing 25.006 acres per plat of survey by Paul A. Jalbert, dated July 18, 1994, and designated as Parcel 7 on the aforesaid plat. The plat is entitled "Plat of Three (3) Parcels of Land Located on the Northern Line of State Route 632 and Lying in the West Point District, King William County, Virginia". A copy of the plat is recorded in the Clerk's Office, Circuit Court, King William County, Virginia, along with that Deed dated July 27, 1994, between William W. Rosson and Doran B. Green in Deed Book 236, page 116.

Being the same real estate conveyed to Robert H. Green, Jr., Trustee of the Robert H. Green, Jr. Revocable Trust under Agreement dated September 26, 2013, and Jana D. Green, Trustee of the Jana D. Green Revocable Trust under Agreement dated September 26, 2013, as tenants in common, by deed from Robert H. Green Jr. and Jana D. Green, dated September 26, 2013, recorded November 8, 2013, in the Clerk's Office, Circuit Court, King William County, Virginia, as Instrument Number 130002548.

INSTRUMENT #160001794
RECORDED IN THE CLERK'S OFFICE OF
COUNTY OF KING WILLIAM ON
AUGUST 30, 2016 AT 09:41AM

PATRICIA M. NORMAN, CLERK
RECORDED BY: PMN PMN

13000254B 4

Prepared by and return to: A. Powell (VSB 44451)
Kaufman & Canoles, P.C.
P.O. Box 6000
Williamsburg, VA 23188

MAP NO: 55 15G

This deed is exempt from recordation taxes pursuant to § 58.1-811(A)(12) of the Code of Virginia, 1950, as amended. The existence of title insurance is unknown to the preparer.

DEED

THIS DEED is made this 26th day of September, 2013, by ROBERT H. **GREEN**, JR. and JANA D. **GREEN**, husband and wife (collectively, the "Grantors"), and ROBERT H. **GREEN**, JR., Trustee under the provisions of the Robert H. Green, Jr. Revocable Trust under Agreement dated September 26, 2013, and JANA D. **GREEN**, Trustee under the provisions of the Jana D. Green Revocable Trust under Agreement dated September 26, 2013 (collectively, the "Trustees" and "Grantees"), whose address is 13191 Mt. Olive Cohoke Road, West Point, Virginia 23181.

WITNESSETH

That for and in consideration of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors do hereby grant and convey, with SPECIAL WARRANTY, unto the Grantees, all of their right, title and interest in the following property (the "Property"):

> All THAT certain lot or parcel of land, lying and being in West Point Magisterial District, King William County, Virginia, containing 25.006 acres per plat of survey by Paul A. Jalbert, dated July 18, 1994 and designated as Parcel 7 on the aforesaid plat. The plat is entitled "Plat of three (3) parcels of land located on the northern line of State Route 632 and lying in the West Point District, King William County, Virginia". A copy of the plat is recorded in the Clerk's Office, Circuit Court, King William County, Virginia along with that Deed dated July 27, 1994, between William W. Rosson and Doran B. Green in Deed Book 236, page 116.

King William Circuit Court
FILED / RECEIVED
NOV 08 2013
PATRICIA M. NORMAN, CLERK

Subject, however, to an easement of right of way across Lot 7 for the benefit of Lots 5 and 6, providing ingress and egress to State Route 627, all as described in the aforesaid Deed.

It being the same property conveyed to Robert H. Green, Jr. and Jana D. Green, husband and wife, as tenants by the entirety with right of survivorship as at common law from Robert H. Green, Jr., by Deed dated September 26, 2013, and recorded in the Clerk's Office for the County of King William, as Instrument Number 130002415.

TO HAVE AND TO HOLD the Property in fee simple, upon the trusts and for the uses and purposes set forth herein and to the Trust Agreements, including the following:

1. Full power and authority is hereby granted to the Trustee and the successors of the Trustees to protect and conserve the Property; to sell, contract to sell and grant options to purchase the Property and any right, title or interest therein on any terms; to exchange the Property or any part thereof for any other real or personal property upon any terms; to convey the Property by deed or other conveyance to any grantee, with or without consideration; to mortgage, execute a deed of trust on, pledge or otherwise encumber the Property or any part thereof; to lease, contract to lease, grant options to lease and renew, extend, amend and otherwise modify leases on the Property or any part thereof from time to time, for any period of time, for any rental and upon any other terms and conditions; and to release, convey or assign any other right, title or interest whatsoever in the Property or any part thereof.

2. No party dealing with the Trustees in relation to the Property in any manner whatsoever, and (without limiting the forgoing) no party to whom the Property or any part thereof or any interest therein shall be conveyed, contracted to be sold, leased or mortgaged by the Trustees, shall be obligated (a) to see to the application of any purchase money, rent or money borrowed or otherwise advanced on the Property, (b) to see that the terms of the trust have been complied with, (c) to inquire into the authority, necessity or expediency of any act of

any Trustee, or (d) be privileged to inquire into any of the terms of the Trust Agreement creating said trust. Every deed, mortgage, lease or other instrument executed by a Trustee in relation to the Property shall be conclusive evidence in favor of every person claiming any right, title or interest thereunder; (a) that at the time of the delivery thereof the said trust was in full force and effect, (b) that such instrument was executed in accordance with the trust, terms and conditions thereof and of the Trust Agreement and is binding upon all beneficiaries thereunder, (c) that the Trustee was duly authorized and empowered to execute and deliver every such instrument, and (d) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of its, his or their predecessor in trust.

3. The Trustees shall have no individual liability or obligation whatsoever arising from Trustee's ownership as Trustee of the legal title to the Property, or with respect to any act done or contract entered into or indebtedness incurred by the Trustee in dealing with said Property, or in otherwise acting as Trustee, except only so far as said Property and any trust funds in the actual possession of the Trustee shall be applicable to the payment and discharge thereof.

4. The interest of every beneficiary under the Trust Agreement and of all persons claiming under any of them shall be only in the earning, avails and proceeds arising from the rental, sale or other disposition of the Property. Such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any right, title or interest, legal or equitable, in or to the Property, as such, but only in the earnings, avails and proceeds thereof as provided in the Trust Agreements.

This Deed is governed by and is to be read and construed with reference to §55-17.1 and §55-20.2 of the *Code of Virginia* (1950), as amended, and in force.

This deed was prepared without the benefit of a title examination.

Witness the following signature and seal:

_____(SEAL)
ROBERT H. GREEN, JR.

_____(SEAL)
JANA D. GREEN

STATE OF VIRGINIA)
)
COUNTY OF JAMES CITY)

The foregoing signature was acknowledged before me in James City County, Virginia, this 26th day of September, 2013, by ROBERT H. GREEN, JR. and JANA D. GREEN ☐ who are personally known to me or ☒ who have produced a driver's license as identification.

_____
NOTARY PUBLIC

My commission expires: 12/31/14

DEBRA ANNE FEDOROWSKI
Notary Public
Commonwealth of Virginia
Registration No. 355981
My Commission Expires Dec. 31, 2014

INSTRUMENT #130002548
RECORDED IN THE CLERK'S OFFICE OF
COUNTY OF KING WILLIAM ON
NOVEMBER 8, 2013 AT 03:01PM

PATRICIA M. NORMAN, CLERK
RECORDED BY: SLW

12647644v1

CUP-01-20

King William

Telecommunication Towers Ordinance

ARTICLE XIX. - TELECOMMUNICATION TOWERS

Sec. 86-800. - Purpose.

(a) The purpose of this article is to establish general guidelines and standards for the siting of telecommunication towers and to involve members of the public earlier in the process, in a more meaningful manner. Wireless infrastructure and technology provide substantial public safety, economic development, educational, and quality-of-life benefits to the county's residents and businesses and the county seeks to promote the expansion of those technologies in a manner which has a minimal impact on the general public.

(b) The goals of this article are to:

(1) Minimize the number of towers which need to be constructed;

(2) Encourage the joint use of towers where feasible;

(3) Encourage the location and construction of towers and antennas in ways that balance the desire to minimize impacts on the county's scenic and other resources;

(4) Maximize the public's ability to contact public safety responders; and

(5) Meet the growing public demand for reliable, high-quality wireless communications services.

(Ord. No. 14-07, 11-24-2014)

Sec. 86-801. - Establishment.

For the purposes enumerated in section 86-800, article XIV, telecommunication towers, is hereby established pursuant to the authority granted by [Code of Virginia,] §§ 15.2-2280 and 15.2-2286 and 47 USC 332.

(Ord. No. 14-07, 11-24-2014)

Sec. 86-802. - Applicability.

The supplementary regulation in this subdivision shall govern the location of towers that exceed 50 feet in height and antennas that are installed at greater than 50 feet in height. These regulations are in addition to the general requirements of conditional uses of section 86-173(5), "Interpretation of the table," article X, "Conditional Uses" and section 86-702, "Conditional uses." The supplementary regulations in this subdivision shall not govern:

(1) A temporary, commercial wireless communications facility, upon the declaration of a state of emergency by federal, state, or local government, or determination of public necessity by the county board of supervisors or designee and approved by the county

board of supervisors or designee; except that such facility must comply with all federal and state requirements. The wireless communications facility may be exempt from the provisions of this article up to three months after the duration of the state of emergency.

(2) A temporary, commercial wireless communications facility, for the purposes of providing coverage of a special event such as news coverage or sporting event, subject to approval by the county board of supervisors or designee, except that such facility must comply with all federal and state requirements. Said wireless communications facility may be exempt from the provisions of this article for up to one week after the duration of the special event.

(3) Any antenna that is operated by a federally licensed amateur radio station operator or is used exclusively for receive-only antennas for amateur radio station operation.

(Ord. No. 14-07, 11-24-2014)

Sec. 86-803. - Application requirements.

Each applicant requesting a conditional use permit under this supplementary regulation shall submit the following:

(1) A complete conditional use permit application form.

(2) Twelve sets (11 inches by 17 inches) and one reduced copy (8½ inches by 11 inches) of signed and sealed site plans by a surveyor or engineer licensed in the State of Virginia, including tower elevations and landscape plans if required. Site plans shall meet the requirements of section 86-494, "Requirements; content and form."

(3) An identification card for the subject property from the office of the commissioner of the revenue for the county or a tax bill showing the ownership of the subject parcel.

(4) Proof that the applicant has authorization to act upon the owner's behalf.

(5) A map showing the designated search ring.

(6) Identification of the intended service providers of the tower.

(7) Title report or American Land Title Association (A.L.T.A.) survey showing all easements on the tower area, lease area and access to the tower.

(8) Verifiable evidence of the lack of feasible antenna space on existing towers, buildings, or other structures suitable for antenna location within the coverage area. Such evidence may also include any of the following items:

a. No existing towers or structures are located within the geographic area required to meet applicant's engineering requirements.

b. Existing towers or structures are not of sufficient height to meet applicant's

engineering requirements.

c. Existing towers or structures do not have sufficient structural strength to support applicant's proposed antenna and related equipment.

d. The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna. The applicant shall provide an affidavit executed by a radio frequency engineer in support of its claim that another structure is unsuitable for the applicant's needs due to technical reasons related to radio frequency.

e. The fees, costs, or contractual provisions demanded by the owner of an existing tower or structure to share the required amount space on such tower or structure or to adapt it for sharing are cannot be reasonably obtained or are commercially infeasible.

f. The applicant demonstrates that there are other limiting factors that render existing towers and structures unsuitable or commercially unfeasible.

(9) An engineering report stating the number of collocation spaces on the proposed tower. The county shall generally require a minimum of four collocation spaces on a new tower; however, may approve fewer in instances where fewer spaces results in a lower height, less visibility or the tower is designed to permit feasible expansion for additional future height and additional collocation spaces. The applicant shall permit collocation by additional users without requiring any form of reciprocal location agreement from subsequent users.

(10) A proposed construction schedule.

(11) The applicant shall certify through a written statement that the facility meets or exceeds the standards for electrometric radiation as set by the Federal Communications Commission ("FCC") at the time of the application.

(12) A radio frequency propagation plot indicating the coverage of the applicant's existing wireless communications sites within the area and coverage prediction of the proposed facility.

(13) The applicant shall provide at least two actual photographs of the site that include simulated photographic images of the proposed tower. The photographs with the simulated image shall illustrate how the facility will look from adjacent roadways, nearby residential areas, or public building such as a school, church, etc. The county staff reserves the right to select the locations for the photographic images and require additional images. As photo simulations may be dependent upon a balloon test first

being conducted, the applicant is not required to submit photo simulations with their initial application, but must provide them prior to the public hearing with the planning commission.

(14) List of all adjacent property owners, their tax map numbers and addresses.

(15) Aerial imagery which shows the proposed location of the tower, fenced area and driveways with the closest distance to all adjacent property lines and dwellings.

(16) The county may require other information deemed necessary to assess compliance with this subdivision.

(Ord. No. 14-07, 11-24-2014)

Sec. 86-804. - Public notice.

Required notices for balloon tests and community meetings may be combined if they comply with the timing requirements set forth in this section.

(1) *Balloon test.* A balloon test shall be required for new towers prior to the public hearing with the planning commission.

a. The applicant shall arrange to raise a colored balloon (no less than three feet in diameter) at the maximum height of the proposed tower and within 50 horizontal feet of the center of the proposed tower.

b. The applicant shall inform the community development department and adjacent property owners in writing of the date and times of the test at least seven but no more than 14 days in advance. The notice will direct readers to a new date if the test is postponed due to inclement weather. The applicant shall request in writing permission from the adjacent property owners to access their property during the balloon test to take pictures of the balloon and to evaluate the visual impact of the proposed tower on their property.

c. The date, time and location of the balloon test shall be advertised in the county's newspaper of record by the applicant at least seven but no more than 14 days in advance of the test date. The advertisement will direct readers to a new date if the test is postponed due to inclement weather.

d. The balloon shall be flown for at least four consecutive hours during daylight hours on the date chosen.

e. Signage similar to rezoning signage shall be posted on the property to identify the property where the balloon is to be launched. The signage will direct readers to a new date if the test is postponed due to inclement weather. This signage shall be

posted a minimum of 72 hours prior to the balloon test. If inclement weather postpones the test, then cancellation of the test for that day shall be clearly noted on the signage.

f. If the wind during the balloon test does not allow the balloon to sustain its maximum height or there is significant fog or precipitation which obscures the balloon's visibility then the test shall be postponed and moved to the alternate inclement weather date provided in the advertisement. County staff reserves the right to declare weather inclement for purposes of the balloon test.

(2) *Community meeting.* A community meeting shall be held by the applicant prior to the public hearing with the planning commission.

a. The applicant shall inform the community development department and adjacent property owners in writing of the date, time and location of the meeting at least seven but no more than 14 days in advance.

b. The date, time and location of the meeting shall be advertised in the county's newspaper of record by the applicant at least seven but no more than 14 days in advance of the meeting date.

c. The meeting shall be held within the county, at a location open to the general public with adequate parking and seating facilities which may accommodate persons with disabilities.

d. The meeting shall give members of the public the opportunity to review application materials, ask questions of the applicant and provide feedback.

e. The applicant shall provide to the community development department a summary of any input received from members of the public at the meeting.

(Ord. No. 14-07, 11-24-2014)

Sec. 86-805. - Development standards.

(a) Towers shall either maintain a galvanized steel finish or, subject to any applicable standards of the Federal Aviation Administration ("FAA"), be painted a neutral color scheme, so as to reduce visual obtrusiveness. Dish antennas will be of a neutral, non-reflective color with no logos. If painting is required by the FAA, documentary evidence from the FAA requiring such painting must be provided to the county by the applicant. Should the applicant request to construct the tower from materials other than galvanized steel, the applicant shall state the reasons for the request in the application, and the applicant shall also furnish the county with photographs or other visual sample of the proposed finish.

(b) The design of the support buildings and related structures shall, to the extent possible, use materials, colors, textures, screening and landscaping that will blend the tower facilities to

the natural setting and surrounding structures.

(c) Towers shall not be artificially lighted unless required by the FAA or other applicable authority. If lighting is required, the county may review the available lighting alternatives and approve the design that would cause the least disturbance to the surrounding views.

(d) No signage of any type may be placed on the tower or accompanying facility other than notices, warnings, and identification information required by law.

(e) Maximum tower height (including appurtenances) shall generally be 199 feet; however, the board of supervisors may approve a greater height based upon a demonstration of a significant gap in coverage, including a gap affecting wireless users in buildings and cars.

(f) Towers shall be designed to collapse fully within the lot lines of the subject property in case of structural failure.

(g) All towers and antennas must meet or exceed the standards and regulations of the FAA, FCC, and any other agency of the federal government with the authority to regulate towers and antennas that are in force at the time of the application or which a federal agency applies retroactively.

(h) To ensure the structural integrity of towers, the owner of a tower shall ensure that it is designed and maintained in compliance with standards contained in applicable federal, state and local building codes and regulations that were in force at the time of the permit approval.

(i) Towers shall be enclosed by security fencing not less than six feet in height and the tower shall also be equipped with an appropriate anticlimbing device.

(j) All newly installed utilities including but not limited to, electric, fiber, CATV and telephone leading to the site shall be placed underground unless prohibited by the state or federal agency regulating such utilities. Existing overhead utility lines may be extended to a terminal pole at the property line, as needed, and thence placed underground.

(k) All wireless E-911 calls received by a tower shall be routed to public safety answering points in accordance with federal and state law.

(l) The security fencing surrounding tower facilities shall be significantly screened from the view of adjacent properties and public rights-of-way by a buffer zone at least four feet wide that shall be landscaped with plant materials, except to the extent that existing vegetation or natural land forms on the site provide such screening. In the event existing vegetation or land forms providing the screening are disturbed, new plantings shall be provided which accomplish the same.

(m) Any other condition added by the board of supervisors as part of a conditional use permit approval.

(Ord. No. 14-07, 11-24-2014)

Sec. 86-806. - Setbacks.

The minimum setback to the property lines of properties zoned industrial, commercial or to any property owned by the same owner as the subject property is 110 percent of the tower's designed break point (fall zone) measured from the center of the base of the tower.

The minimum setback to property lines of properties zoned residential, agricultural, PUD planned unit development or R-C rural conservation shall generally be 110 percent of total tower height or 500 feet to off-site dwellings not owned by the owner of the subject property, measured from the center of the base of the tower, whichever is greater. A tower may be located closer to those property lines based on mitigating its impacts by a reduced height, alternative designs such as monopole, camouflaging the tower or other methods; however, a tower may not be located closer than 110 percent of the tower's designed break point (fall zone) to property lines or 500 feet to dwellings not owned by the owner of the subject property, measured from the center of the base of the tower, whichever is greater.

(Ord. No. 14-07, 11-24-2014)

Sec. 86-807. - Coordination of local emergency services communications.

Applicants for new telecommunication facilities shall be encouraged to coordinate with the county's emergency services staff to consider the emergency services communication needs within the coverage area and consider possibilities for the sharing or utilization of new infrastructure.

(Ord. No. 14-07, 11-24-2014)

Sec. 86-808. - Removal.

Any tower that is not in active use for a continuous period of 24 months shall be considered abandoned, and the owner of any such tower, the land owner of the property on which a tower is located upon or their successors or assigns shall remove the tower within 90 days of receipt of notice from the county. Removal includes the removal of the tower, all tower and fence footers, underground cables and support buildings. The zoning administrator may permit the fence footers, underground cables and support buildings to remain with the property owner's approval so long as they continue to be screened as required. When a tower is deemed to be abandoned, an owner wishing to extend the time for removal shall submit an application stating the reason for such extension. The zoning administrator may extend the time for removal or reactivation up to 60 additional days upon a showing of good cause. If the antenna support structure or antenna is not removed within the specified time, the county may contract for removal. Thereafter, the county may cause removal of the antenna support structure with costs being borne by the owner of the tower or the land owner. All costs there of shall be charged to the landowner and become a lien on the property on which the tower is located.

(Ord. No. 14-07, 11-24-2014)

Sec. 86-809. - Interference.

The facility shall comply with the FCC's rules governing interference with communications reception. Owner shall resolve any inference issues in accordance with industry standards and FCC's rules.

(Ord. No. 14-07, 11-24-2014)

Sec. 86-810. - Collocations.

Whenever a proposed placement of an antenna on or in an existing structure such as a building, sign, light pole, utility pole, including placement on or within an existing transmission/utility tower, or tower, water tank, or other freestanding structure or existing tower or pole shall fall within the scope of Section 6409 of the federal Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96, as from time to time amended, ("Section 6409") such placement shall be permitted without the need for a conditional use permit so long as the proposed placement complies with Section 6409 and the FCC rules and policies for implementing Section 6409.

Each telecommunications service provider that locates or otherwise places wireless communications equipment on the facility, auxiliary structures, or the host structure, or on the property shall obtain building and zoning permits from the county prior to attaching the equipment to the structure or erecting any accessory structures within or adjacent to the existing structure.

If an antenna is installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is closely compatible with the color of the supporting structure so as to make the antenna and related equipment as visually unobtrusive as possible.

(Ord. No. 14-07, 11-24-2014)

Sec. 86-811. - Replacement of existing towers.

(a) A pre-existing non-conforming tower may be replaced without the need for a conditional use permit, subject only to administrative site plan, zoning permit, building permit and other applicable approvals if all of the following are met:

(1) The replacement tower shall meet the requirements of section 86-804, "Development standards," with the exception that:

a. Replacement towers shall not be subject to the height requirement except that no replacement tower may exceed the height of the existing tower except as permitted by Section 6409.

(2) A replacement tower shall not be required to meet current setback standards so long as the replacement tower and its equipment compound do not encroach further than the

existing tower and its equipment into any yard setback.

(3) The existing tower being replaced, including tower base and foundation must be removed within six months of the initial operation of the new tower.

(4) If any tower is replaced an additional time after the first replacement, all subsequent replacement towers shall meet or exceed the requirements stated above as compared to the most recent tower, not the original existing tower.

(b) Replacement towers that do not meet all of the above requirements shall require a conditional use permit approved by the board of supervisors.

(Ord. No. 14-07, 11-24-2014)

Sec. 86-812. - Approval process for tower and collocation applications.

(a) The approving bodies, in exercise of the county's zoning regulatory authority, may consider an application for approval and determine: whether a tower is in harmony with the area; the effects and general compatibility of a tower with adjacent properties; or the aesthetic effects of the tower as well as mitigating factors concerning aesthetics.

(b) The approving bodies, in exercise of the county's zoning regulatory authority, may disapprove an application on the grounds that the tower's aesthetic effects are unacceptable, or may condition approval on changes in tower height, design, style, buffers, or other features of the tower or its surrounding area. Such changes need not result in performance identical to that of the original application.

(c) Factors relevant to aesthetic effects are: the protection of the view in sensitive or particularly scenic areas, and areas containing unique natural features, scenic roadways or historic areas; the concentration of towers in the proposed area; and, whether the height, design, placement or other characteristics of the proposed tower could be modified to have a less intrusive visual impact.

(d) Unless some other timeframe is mutually agreed upon, an application for a tower shall be reviewed by the county and a written decision shall be issued within 150 days of a completed submission.

(e) Unless some other timeframe is mutually agreed upon, an application for collocation shall be reviewed by the county and a written decision shall be issued within 90 days of a completed submission.

(Ord. No. 14-07, 11-24-2014)

Secs. 86-813—86-899. - Reserved.

ORDINANCE 06-20
AN ORDINANCE APPROVING CONDITIONAL USE PERMIT CUP-01-20
SWEET SUE SOLAR ENERGY CENTER

WHEREAS, Section 86-800 of the King William County Code provides for the development of telecommunication towers associated with properties in the A-C, Agricultural-Conservation zoning district following review and approval of a Conditional Use Permit; and

WHEREAS, applicant Verizon Wireless submitted a Conditional Use Permit application, CUP-01-20, on behalf of the Property Owners Robert H. Green Jr. and Jana D. Green proposing to construct a 250-foot self-supporting communication tower (254' with the lightening rod). The proposed tower is to be located at 13191 Mount Olive Cohoke Road, Tax Map Parcel 55-15G.

WHEREAS, staff in the King William County Department of Community Development have proposed conditions to mitigate potential impacts of the use on the public; and

WHEREAS, the Planning Commission voted unanimously to recommend that the Board of Supervisors approve such application as proposed; and

WHEREAS, the Board of Supervisors conducted a public hearing on June 22, 2020 to consider CUP-01-20; and

NOW, THEREFORE, BE IT RESOLVED, the King William County Board of Supervisors this 22nd day of June, 2020, hereby approves CUP-01-20, with the following conditions:

1) The CUP shall permit a telecommunication tower for which a valid and current building permit is issued within two (2) years of conditional use permit approval. For any construction which does not have a valid and current building permit at the end of the initial two (2) year period; the applicant may seek an extension for the deadline of any remaining construction from the Zoning Administrator. A request for an extension shall be submitted in writing to the Zoning Administrator prior to the expiration. The Zoning Administrator shall consider the compliance history with these conditions and the Code of King William County in the decision to grant the request. If the Zoning Administrator does not grant the extension, the request shall be forwarded to the Board of Supervisors for consideration and action.
2) No signage of any type may be placed on the tower or accompanying facility other than notices, warnings, and identification information required by law.
3) The Applicant will provide one total vertical space on the proposed tower to King William County for the County's emergency services equipment at no cost; provided that the County submits an application to the Applicant through its contractor, KGI, the County agrees to execute a zero-dollar lease agreement and the County otherwise agrees to abide by Verizon Wireless' Collocation Guidelines. The County will not sublet its space on the tower or ground.
4) The tower must meet all Federal Aviation Administration (FAA), Federal Communications Commission (FCC) and any other agency of the federal government.
5) Verizon Wireless must provide a Nonionizing Electromagnetic Radiation Report (NIER) which contains information on the amount of electromagnetic radiation emissions generated by the telecommunication antenna installation. The report shall be in a format acceptable to the Federal Communications Commission (FCC) and shall also include the following information: Electromagnet Emissions (EME) site studies, EME site modeling, non-ionizing

radiation (NIR) modeling, site safety plans, and site remediation. The NIER report must be submitted prior to obtaining approval of a building permit.

6) All utilities leading to the site will be placed underground, unless prohibited by the State or Federal agency regulating such utilities.
7) All E-911 calls received by the tower shall be routed to public safety answering points in accordance with Federal and State law.
8) The tower must be lit in compliance with FAA requirements.
9) The tower must have a galvanized steel finish. Dish antennas will be of a neutral, non-reflective color with no logos.
10) The equipment cabinets and any necessary buildings must be neutral colors. The tower compound must be fenced with an eight (8) foot high fence and the compound will need to be surrounded with landscaping, which will screen the base of the tower and the ground equipment. The security fencing shall be screened with a ten (10) foot landscape buffer consisting of evergreen trees. The tower must be equipped with an anticlimbing device. All fencing to be maintained by the applicant.
11) Once the tower is no longer active or in use for a 24-month period, it shall be considered abandoned and the owner of the tower shall remove the tower within 90 days. Removal includes the removal of the tower, all tower and fence footers, underground cables and support buildings. When a tower is deemed to be abandoned, an owner wishing to extend the time for removal shall submit an application stating the reason for such extension. The Zoning Administrator may extend the time for removal or reactivation up to 60 additional days upon a showing of good cause. If the antenna support structure or antenna is not removed within the specified time, the County may contract for removal. Thereafter, the county may cause removal of the antenna support structure with costs being borne by the owner of the tower or the land owner. All costs of removal shall be charged to the landowner and become a lien on the property on which the tower is located. A bond shall be submitted to the County for the total cost of removal plus 25%.

AGENDA ITEM 9.c.

King William County
Est. 1702

Board of Supervisors

Natasha L. Joranlien
Director of Financial Services

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

MEMO

DATE: June 22, 2020

TO: King William County Board of Supervisors

FROM: Natasha Joranlien, Director of Financial Services

RE: Escrow Agreement Amendment Relating to the Defeasance of a General Obligation School Bond, Series 2002B

SUMMARY

General Obligation School Bond, Series 2002A:
The Board of Supervisors through Resolution 18-64 approved the creation of an escrow agreement relating to the defeasance of General Obligation School Bond, Series 2002A. The escrow agreement to fulfill the debt service funding was approved to come from the Unassigned General Fund balance. The 2002A bond was selected by the County to pay off early thus reducing the annual debt service payment. Because the bond was not eligible to be paid off early, the County elected to work with the Virginia Public School Authority to create an escrow account to allow defeasance of the debt.

General Obligation School Bond, Series 2002B:
The Board of Supervisors, as part of the FY 2019 budget, agreed to support utilizing current year funds to defease the General Obligation School Bond, Series 2002B. The original plan was to create an escrow account to defease the balance of the debt service. In April 2019, the County was notified by VPSA that the 2002B bond was eligible to be refinanced. At that juncture, the decision was made to pay off the balance of the debt service rather than escrow the funds. With the pre-payment of the 2002B bond the County was also eligible as part of the overall refunding 4-years to receive $52,152.77 over a 4-year period.

The funding method proposed to pay off the 2002B bond included $907,328.32 reimbursed to the County for prepayment of specific expenditures related to the Hamilton Holmes Middle School Renovation Project prior to the bond sale. In addition, as part of the FY2019 budget, the Board approved

King William County
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Board of Supervisors

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utilizing operational revenues in the amount of $546,416. These two funding sources would provide enough revenue to pay off the 2002B bond.

ACTION REQUESTED

The County was notified in June 2019 of the following:

The County issued two series of bonds in 2002 through VPSA as part of the VPSA 2002B Bond series. One was called Series A and the other Series B. In 2018, the County set up an escrow to pay off the 2002A VPSA bonds. In addition, the County took the opportunity in 2019 to pay off the 2002B VPSA bonds that were not previously defeased. Due to the terms used to name the bond issues (Series A and B of Series 2002B), VPSA used the funds provided in 2019 to pay off the 2002A portion of the bonds. The County was under the impression and had directed VPSA to pay off the 2002B portion. The County is now revising the 2018 escrow agreement to make it applicable and sufficient to pay off the Series B portion of the 2002B Bonds instead of the Series A portion. The County is not paying any additional amounts on either bond to pay them off. The 2002A bonds have been paid in full, and the 2002B bonds will be paid in full from the amended escrow at maturity in 2022.

On May 20, 2020, the County received the attached Resolution and Escrow Agreement to clean up the error. The balance of principal and interest due is $ 97,931.00 which will be funding from FY 2020 year end reconciliation.

The staff recommends the Board of Supervisors approve Resolution 20-30 and authorize the County Administrator to sign the Escrow Agreement.

ATTACHMENTS

- E-mail dated May 20, 2020 from Megan Gilliland, Kaufman & Canoles, P.C. and backup documentation
- Resolution 20-30 Providing for the Execution and Delivery of an Escrow Agreement Relating to the Defeasance of a General Obligation School Bond, Series 2002B, of the County of King William, Virginia and Approving Other Matters in Connection Therewith.
- Escrow Agreement

RESOLUTION 20-30

PROVIDING FOR THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT RELATING TO THE DEFEASANCE OF A GENERAL OBLIGATION SCHOOL BOND, SERIES 2002B, OF THE COUNTY OF KING WILLIAM, VIRGINIA AND APPROVING OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the County of King William, Virginia (the "County") is a political subdivision of the Commonwealth of Virginia (the "Commonwealth") with the power to issue school bonds for the purpose of, among other things, designing, acquiring, constructing, and equipping school facilities; and

WHEREAS, the County issued in 2002 its General Obligation School Bond, Series 2002A (the "2002A Bond"), and its General Obligation School Bond, Series 2002B (the "2002B Bond"), each of which was sold to the Virginia Public School Authority ("VPSA"); and

WHEREAS, the County previously determined to defease the 2002A Bond pursuant to an Escrow Agreement, dated November 1, 2018, by and between the County and U.S. Bank National Association, as escrow agent (the "2002A Escrow Agreement"); and

WHEREAS, as a result of a separate defeasance of the 2002A Bond through VPSA, the funds held under the 2002A Escrow Agreement are no longer necessary for the defeasance of the 2002A Bond; and

WHEREAS, the County has decided to defease the 2002B Bond to the maturity thereof pursuant to an Escrow Agreement, dated as of the date of its execution and delivery (the "2002B Escrow Agreement"), by and between the County and U.S. Bank National Association, as Escrow Agent (the "Escrow Agent"); and

WHEREAS, the County desires to use the funds held in the escrow fund under the 2002A Escrow Agreement to fund, in part, the escrow fund for the defeasance of the 2002B Bond; and

WHEREAS, the form of the 2002B Escrow Agreement has been made available to the members of the Board of Supervisors of the County (the "Board") and filed in the County's records;

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

1. Approval of Escrow Agreement. The 2002B Escrow Agreement shall be in substantially the form made available at this meeting, which is hereby approved, with such

completions, omissions, insertions and changes (including a change of the date thereof) as may be approved by the Chairman and the Vice Chairman of the Board and the County Administrator, any of whom may act, which approval shall be evidenced conclusively by the execution and delivery of the 2002B Escrow Agreement.

2. Execution and Delivery of Escrow Agreement. The Chairman and the Vice Chairman of the Board and the County Administrator, any of whom may act, are each hereby authorized and directed to execute the 2002B Escrow Agreement on behalf of the County and to deliver it to the Escrow Agent.

3. Authorization of Execution and Delivery of Other Documents. The Chairman and the Vice Chairman of the Board, the County Administrator and other appropriate officials of the County are each hereby authorized to execute and deliver all other certificates, instruments and documents in the name and on behalf of the County and to take all such further action (a) as they may consider necessary or desirable to carry out the intent and purpose of this Resolution and the defeasance of the 2002B Bond, or the execution, delivery and performance of the 2002B Escrow Agreement, or (b) as may be reasonably requested by the Escrow Agent in connection with any of the foregoing.

4. Investment Authorization. The County hereby authorizes the Chairman and the Vice Chairman of the Board and the County Administrator, any of whom may act, and the Escrow Agent to (i) submit a subscription for the purchase and issue of United States Treasury Securities - State and Local Government Series, (ii) obtain competitively a portfolio of securities and/or (iii) invest the funds deposited with the Escrow Agent as otherwise permitted by the 2002B Escrow Agreement and by law until the final maturity date of the 2002B Bond. Furthermore, the County hereby authorizes the Escrow Agent to transfer the funds currently held in the escrow fund under the 2002A Escrow Agreement to fund, in part, the escrow fund established under the 2002B Escrow Agreement for the defeasance of the 2002B Bond.

5. Other Actions. All other actions of County officials taken heretofore or hereafter in conformity with the purposes and intent of this Resolution and in furtherance of the defeasance of the 2002B Bond are ratified, approved and confirmed.

6. Limitation of Liability of Officials of the County. No covenant, condition, agreement or obligation contained herein shall be deemed to be a covenant, condition, agreement or obligation of any officer, employee or agent of the County in his or her individual capacity, and no officer of the County executing the 2002B Escrow Agreement shall be liable personally on the 2002B Escrow Agreement or be subject to any personal liability or accountability by reason of the execution and delivery thereof. No officer, employee or agent of the County shall incur any personal liability with respect to any other action taken by him or her pursuant to this Resolution, provided he or she acts in good faith.

7. Costs and Expenses. The County agrees to pay all costs and expenses in connection with the defeasance of the 2002B Bond, including the fees and expenses of the County Attorney, bond counsel to the County, the County's financial advisor, the Escrow Agent and the verification agent.

8. Repeal of Conflicting Actions. All resolutions, ordinances or parts thereof in conflict herewith are repealed.

9. Effective Date. This Resolution and the provisions contained herein shall become effective immediately upon enactment.

CERTIFICATION

The undersigned Clerk of the Board of Supervisors of the County of King William, Virginia hereby certifies (1) that the foregoing constitutes a true, correct and complete copy of a Resolution adopted by the Board of Supervisors of the County of King William, Virginia at a meeting duly called and held on June 22, 2020, with the members present and absent and voting on the Resolution as set forth below; (2) that such meeting was duly convened and held in all respects in accordance with law; and (3) that the foregoing Resolution has not been repealed, revoked, rescinded or amended.

AGENDA ITEM 9.d.

King William County
Est. 1702

Board of Supervisors

Natasha L. Joranlien
Director of Financial Services

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

MEMO

DATE: June 22, 2020

TO: King William County Board of Supervisors

FROM: Julie Mills, Fiscal Specialist Senior/Procurement & Accounts Payable

SUBJECT: Addendum to King William County Procurement Policy

SUMMARY

King William County Procurement Policy was adopted on January 26, 2015. The Finance staff is recommending the following amendments to the King William County Procurement Policy. The recommendations will streamline handling and review of purchase contracts, improve the effectiveness of the County's purchasing efforts, reduce expenditures related to procurement, and avoid unnecessary delays in purchases of routine supplies, materials, services, vehicles, machinery, equipment apparatus, construction, repair, and maintenance.

- Removal of requirement to advertise public notice for invitation to bid. Due to the cost associated with the cost of print advertisement, this will reduce the County's expense for procurement. The language has been updated to "may be" advertised.
  Per Virginia Public Procurement Act § 2.2-4302.1. Item 2
  "In addition, public bodies may publish in a newspaper of general circulation. Posting on the Department of General Services' central electronic procurement website shall be required of any state public body."

- Request to increase the threshold of purchase order completion requirement from $1,000 to $5,000. Staff continues to show their diligence in seeking out multiple sources for the best price and quality products whatever the product costs. Increasing the maximum allowed to $5,000 would allow improved efficiency in procurement as well as continue to provide the oversight needed to ensure the County is receiving the best purchase option.

King William County
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- Competition requirement amendments:
    1. For purchases in excess of $1,000 to $3,000 changed to $ 1,000 to $ 5,000 (Departments will be required to keep documentation of quotes for audit trail purposes)
    2. For purchases in excess of $3,000 to $10,000 changed to $5,000 to $30,000
    3. For purchases in excess of $10,000 to $60,000 changed to $30,000 to $100,000

  Additional language added requiring purchase order to be approved prior to expending the funds.

- Language removed and updated regarding Construction Procurement based on Virginia Public Procurement Act § 2.2-4303 Methods of Procurement.

- Request to increase the amount from $25,000 to $ 100,000 for contract review and approval by County Attorney. Financial Services Department has reached out to County Attorney to receive standard terms and conditions to be used for contract less than $100,000. Currently using the standard templates for bid documents and contracts created by previous County Attorney.

RECOMMENDATION(S)

Staff recommends approval of Resolution 20-31 at the June 22, 2020 Regular Board of Supervisors meeting.

ATTACHMENT(S)

Resolution 20-31

RESOLUTION 20-31
REVISIONS AND UPDATES TO THE
KING WILLIAM COUNTY PROCURMENT POLICY

WHEREAS, King William County is required to follow the provisions of the Virginia Public Procurement Act as it applies to purchases made by the officers, departments and agencies of the County; and

WHEREAS, §§ 2.2-4343 and 15.2-1231 of the Code of Virginia authorize local governments to establish centralized purchasing systems and, by adoption of a qualifying purchasing policy, supersede many of the requirements of the Virginia Public Procurement Act; and

WHEREAS, the Board adopted the King William County Procurement Policy on January 26, 2015, by Resolution 15-04 and updated the Policy on August 8, 2016 and September 24, 2018; and

WHEREAS, the County continues to grow and the number of purchases of supplies, materials, services, vehicles, machinery, equipment, apparatus, construction, repair and maintenance required for municipal government operations continue to increase, and it is prudent and desirable for the County to become more efficient by streamlining organization processes; and

WHEREAS, the Financial Services Department has recommended changes to incorporate into the Procurement Policy to streamline handling and review of purchase contracts, improve the effectiveness of the County's purchasing efforts, reduce expenditures related to procurement, and avoid unnecessary delays in purchases of routine supplies, materials, services, vehicles, machinery, equipment, apparatus, construction, repair, and maintenance necessary to provide public service to its citizens.

NOW, THEREFORE, BE IT RESOLVED that the King William Board of Supervisors does hereby approves and adopt the following amendments to the King William County Procurement Policy (deletions strike through; amendatory language appearing in ***italicized/underlined*** font):

Article I. Purpose, Application, General Provision and Definitions
1-4 Definitions
(h) Competitive Sealed Bidding
2. Public notice of the invitation to bid at least ten (10) calendar days prior to the dates set for receipt of bids by posting on the King William County website and ***may be advertised*** in ~~at least one~~ ***a*** newspaper of general circulation in King William County.

Article II. Purchasing Agent: Competition Requirements
2-1 Delegation of authority

The Purchasing Agent shall serve as the principal public purchasing official for the County and shall be responsible, under the supervision of the Board, for the procedures and methods used in the procurement of all goods, services, insurance, and construction as well as the management and disposal of surplus materials. The authority of the Purchasing Agent shall specifically, but without limitation, include the authority to select the method of procurement to be used and the authority to negotiate and execute contracts on behalf of the County for any and all procurements or for the disposition of materials. The Purchasing Agent shall ensure that all purchasing activities are conducted in accordance with the provisions of this policy. The Purchasing Agent may not delegate approval of the use of competitive negotiation instead of competitive sealed bidding as required by Subparagraph (h) of Section 2-3 of this policy, the declaration of a purchase as sole source as provided in Subparagraph (e) of Section 2-4 of this policy, nor the signing of purchase orders for amounts greater than ~~$3,000~~ ***$5,000***. In other matters the Purchasing Agent may delegate his authority to a duly authorized agent or agents.

Unless the Purchasing Agent specifically provides to the contrary, each administrator, as defined in this policy, is authorized and shall be responsible for initiating purchases in accordance with this policy for all goods and services to be used by the agency under such administrator. Such administrator may delegate the authority to make purchases to an agent or agents under his control, but every purchase in excess of ~~$1,000~~ ***$5,000*** shall be approved by the administrator. Any purchase in excess of ~~$1,000~~ ***$5,000*** shall require a request for purchase from the using agency and a corresponding purchase order issued by the Purchasing Agent. Every formal contract and purchase order shall be executed by the Purchasing Agent. The administrator shall indicate approval of any purchase requiring the same by signing the request for the purchase. The authority of the Purchasing Agent does not include approval of specific items to be procured by the Department of Social Services, the Constitutional Officers, or other public bodies who have by agreement become subject to this policy, when sufficient funds have been appropriated to such entity or officer for the purpose of the procurement and this policy has been followed. The Purchasing Agent with regard to such entities and officers shall, however, by signing all purchase orders for such procurements prior to the placement of a firm order, certify compliance with this policy and any procedures issued pursuant to it. The Purchasing Agent shall not execute a purchase order if such procurement has not been in compliance with this policy and any procedures developed pursuant to it.

<u>Article II. Purchasing Agent: Competition Requirements</u>

<u>2-3 Competition requirements</u>

Prior to any purchase of goods or services, reasonable price competition is desired. Reasonable price competition shall depend on the amount of the purchase and is defined in the following circumstances:

(a) For purchases in the amount of $1,000 or less, no permanent documentation of solicitation of prices is required. The individual making the purchase is expected to compare prices by telephone, catalog or other appropriate means.

(b) For purchases in excess of $1,000 and not greater than ~~$3,000~~ ***$5,000***, telephone calls shall be placed to at least two suppliers of the item. Oral quotes shall be obtained from the suppliers and a memo of the telephone conversation shall be made showing the item requested, date, time, company name, and price quoted. ***The Department will be required to keep documentation of quotes to be used in audit trail.***

(c) For purchases in excess of ~~$3,000~~ ***$5,000*** but not greater than ~~$10,000~~ ***$30,000*** at least three (3) suppliers shall be contacted. Telephone (provided a memorandum is made of the supplier called and the item on which the quote is requested) or written contacts are acceptable. Documentation is required. Requests for quotation may also be posted on the County's web site and on the purchasing web site maintained by the Virginia Department of General Services if deemed appropriate by the Purchasing Agent. Prospective suppliers shall be required to submit a written quote within a specific time stated in the solicitation in order to receive further consideration. ***A Purchase Order is required before the funds may be committed and been expended.***

(d) For purchases in excess of ~~$10,000~~ $***30,000*** but not greater than ~~$60,000~~ ***$100,000***, written solicitations and quotes are required and at least four (4) suppliers shall be contacted. Telephone solicitations for purchases less than $20,000 (provided a written memorandum is made of the supplier contacted and the item on which the quote is requested) are acceptable. The supplier shall be required to submit a written quote within the specified time to be further considered. Requests for quotation shall be posted, at least ~~fifteen (15)~~ **ten (10)** days prior to the due date, on the County's web site and on the purchasing web site maintained by the Virginia Department of General Services and, if deemed appropriate by the Purchasing Agent, may be published in a newspaper of general circulation in King William County***. A Purchase Order is required before the funds may be committed and been expended.***

(e) When a procurement transaction is made under (a), (b), (c) or (d) above the purchase shall be made from the offeror quoting the lowest price or best value unless the Administrator, using the evaluation factors in this policy for competitive negotiation or competitive sealed bidding as the case may be, documents in writing the reason for the determination that in the best interest of the county such purchase should be made from another offeror quoting a higher price. Such determination for purchases in excess of ~~$3,000~~ ***$5,000*** shall be approved by the Purchasing Agent.

(f) Purchases other than those set out in the following subparagraph (g) that in the aggregate or in the sum of all phases are expected to be in excess of ~~$60,000~~ ***$100,000*** shall be made by either competitive sealed bidding or competitive negotiation as defined in this policy.

(g) Purchases of professional services as that term is defined in §2.2- 4301 of the Code of Virginia, when the cost of such services is expected to exceed

$60,000.00, shall be made in accordance with the process set forth in § 2.2- 4302.2 of the Code of Virginia.

(h) The Purchasing Agent shall have the authority to use competitive negotiation in the place of competitive sealed bidding (when those methods are required) to procure any goods, services or insurance, after documenting in advance the basis therefore in writing, as required by § 2.2-4303(C), Code of Virginia. Insurance may be procured through a licensed agent or broker selected in the manner provided for the procurement of things other than professional services set forth in § 2.2-4302.2, Code of Virginia, if the basis for doing so is approved by the Board. Construction in excess of the amount listed in subparagraph (f) of this section may be procured only by competitive sealed bidding, except that competitive negotiation may be used, upon a determination made in advance by the Purchasing Agent in writing, after making the findings required by § 2.2- 4303(D), Code of Virginia, to procure contracts for the construction of highways and any draining, dredging, excavation, grading or similar work upon real property.

(i) The purchase of goods or nonprofessional services, but not construction or professional services, may be made by reverse auctioning. However, bulk purchases of commodities used in road and highway construction and maintenance, and aggregates shall not be made by reverse auctioning.

(j) ~~Construction may be procured under a 'cooperative contract' made available by another public body provided the public body is less than a straight line distance of 75 miles from the territorial limits of King William County. The installation of artificial turf or other athletic surfaces shall not be subject to the limitations prescribed in this subdivision.~~ ***Construction may be procured only by competitive sealed bid, except that competitive negotiation may be used in the following instances:***

(j) By any public body on a fixed price design –build basis or construction management basis as provided in Chapter 43.1 of the VPPA.

(k) By any public body for the construction of highways and any draining, dredging, excavation, grading or similar work upon real property upon a determination made in advance by the public body and set forth in writing that competitive sealed bidding is either not practicable or not fiscally advantageous to the public, which writing shall document the basis for this determination.

Nothing in this section shall prevent the use of competitive sealed bidding or competitive negotiation in procurements under $~~60,000~~ ***$100,000***, if deemed appropriate by the Purchasing Agent.

Article III. Administrative Provisions
3-18 Approval of certain purchases required

Except as provided for emergency purchases, all purchases in excess of ~~$3,000~~ ***$5,000*** shall be specifically approved by the County Administrator for the Board, or by the appropriate approving authority, prior to the issuance of a purchase order.

Emergency purchases may be approved after the fact. The request for approval shall identify the method of price competition used in the procurement.

3-19. Contract requirements and legal review.

The terms and conditions of procurements in excess of $~~25,000~~ ***$100,000*** shall be reviewed and approved by the County Attorney prior to solicitation. Advertisements for Formal Invitations for Bids (IFB) and Requests for Proposals (RFP) for procurement of construction or services in excess of ~~$25,000~~ ***$100,000*** shall be reviewed by the County Attorney prior to advertising. Contracts signed by all parties and containing, or incorporating by reference, all applicable terms and conditions shall be required for procurements of services or construction in excess of $25,000. Such contracts and all amendments and changes thereto shall be approved as to form by the County Attorney.

APPENDIX 1

2. Public notice of the Request for Proposal at least 10 days prior to the date set for receipt of proposals by posting on the Department of General Services' central electronic procurement website or other appropriate websites. Additionally, public bodies ~~shall~~ ***may*** publish in a newspaper of general circulation in the area in which the contract is to be performed so as to provide reasonable notice to the maximum number of offerors that can be reasonably anticipated to submit proposals in response to the particular request. Posting on the Department of General Services' central electronic procurement website shall be required of any state public body. Local public bodies are encouraged to utilize the Department of General Services' central electronic procurement website to provide the public with centralized visibility and access to the Commonwealth's procurement opportunities. In addition, proposals may be solicited directly from potential contractors. Any additional solicitations shall include certified businesses selected from a list made available by the Department of Small Business and Supplier Diversity; and

AGENDA ITEM 9.e.

King William County
Est. 1702

Board of Supervisors

County Administrator

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

MEMO

DATE: June 22, 2020

TO: King William County Board of Supervisors

FROM: Bobbie H. Tassinari, County Administrator

RE: Report on Delinquent Real Estate Taxes

SUMMARY

The following information is related to a request for information on the status of delinquent real estate taxes within the County. The County Treasurer is tasked with collecting annual taxes and pursuing delinquent taxes for collection. The information provided includes reference material from the Virginia Code and County Ordinances, delinquencies by year and amount, and the actions taken by the County Treasurer.

The ***King William County Code of Ordinances***, Article 1. In General, Section 70-3. Penalties for delinquent payment of property taxes. (a) Any person, business, firm, corporation or other taxpayer failing to pay any county property taxes for levies on o before June 25 and December 5 shall incur a penalty thereon of ten percent of the tax past due, which the treasurer shall add to the amount of tax or levy due from such taxpayer, and the treasurer shall, in addition, assess interst on any such delinquent taxes or levies remaining unpaid commencing on the day following such day as the taxes are due at the rate of ten percent per annum on the delinquent taxes or levies and penalties, such interst to commenced on June 26 and on December 6 of the year in which the taxes or levies are due. (*Attachment A*)

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

King William County
Est. 1702

Board of Supervisors

County Administrator

William L. Hodges, First District
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The ***Code of Virginia***, Title 58.1. Taxation, Chapter 39. Enforcement, Collection, Refunds, Remedies and Review of Local Taxes, § 58.1-3965. When land may be sold for delinquent taxes; notice of sale; owner's rights of redemption. A. When any taxes on any real estate in a locality are delinquent on December 31 following the second anniversary of the date on which such taxes have become due, or, in the case of real property upon which is situated (i) any structure that has been condemned by the local building official pursuant to applicable law or ordinance; (ii) any nuisance as that term is defined in §15.2-900; (iii) any derelict building as that term is defined in § 15.2-907.1; or (iv) any property that has been declared to be blighted as that term is defined in § 36-49.1:1, the first anniversary of the date on which such taxes have become due, such real estate may be sold for the purpose of collecting all delinquent taxes on such property.

Upon a finding by the court, on real estate with an assessed value of $100,000 or less in any locality, that (i) any taxes on such real estate are delinquent on December 31 following the first anniversary of the date on which such taxes have become due or (ii) there is a lien on such real estate pursuant to § 15.2-900, 15.2-906, 15.2-907, 15.2-907.1, 15.2-908.1, or 36-49.1:1, which lien remains unpaid on December 31 following the first anniversary of the date on which such lien was recorded, the property shall be deemed subject to sale by public auction pursuant to proper notice under this subsection. (*Attachment B*)

The amount of past due real estate taxes is about the same as they have been for the past 5 years per the County Treasurer. The total amount changes very little from year to year. The Treasurer's Office sends past due notices twice each year as well as including the past due amount on current year tax bills. This action provides notification to citizens at least four times each year concerning their past due taxes. The Treasurer's Office is currently working with legal counsel to sell properties for past due taxes. As the Treasurer's Office implements this process, the Treasurer is required to offer payment plans to those impacted. There are currently many payments plans in place as of this date. Additionally, there are approximately 10 properties in Chapter 13 bankruptcy for which the Treasurer's Office continues receiving payments on those properties. The Treasurer's Office has in the past published delinquent taxpayer names in the newspaper but stopped about 10 years ago due to the costs. This could be reinstated without additional costs by publishing the names on the County website. Attachment C is a report provided by the Treasurer relating to the delinquent taxes excluding the penalty and interest. The report (*Attachment C*) differs slightly from the table below primarily due to timing and payments collected as well as principle and interest included.

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

King William County
Est. 1702

Board of Supervisors

County Administrator

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

The reports run via the County's financial system reflect 399 delinquent parcels predominantly three years or more in arrears with the exception of four parcels (highlighted). *Attachment D*

ACTION REQUESTED

Upon review of the information, determine if additional guidance or instructions should be provided on this topic by the Board of Supervisors.

ATTACHMENT

Attachment A – King William County Code of Ordinances
Attachment B – Code of Virginia, Title 58.1. Taxation
Attachment C – Financial Report Provided by Treasurer Excluding Penalty and Interest
Attachment D – Report Generated by Year to Include Penalty and Interest

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804-769-4927 ● fax: 804-769-4964
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ARTICLE I. - IN GENERAL

ATTACHMENT A

Sec. 70-1. - Violations of chapter.

Unless otherwise specifically provided in this chapter, a violation of any provision of this chapter shall constitute a class 1 misdemeanor, as provided in section 1-7.

(Code 1987, § 13-1)

Sec. 70-2. - Exemption of pollution control equipment and facilities from percentage of local taxes.

Certified pollution control equipment and facilities, as defined in Code of Virginia, § 58.1-3660, are hereby exempt from 50 percent of local taxes thereon.

(Code 1987, § 13-2; Ord. of 5-22-1995)

Sec. 70-3. - Penalties for delinquent payments of property taxes.

(a) Any person, business, firm, corporation or other taxpayer failing to pay any county property taxes for levies on or before June 25 and December 5 shall incur a penalty thereon of ten percent of the tax past due, which the treasurer shall add to the amount of tax or levy due from such taxpayer, and the treasurer shall, in addition, assess interest on any such delinquent taxes or levies remaining unpaid commencing on the day following such day as the taxes are due at the rate of ten percent per annum on the delinquent taxes or levies and penalties, such interest to commence on June 26 and on December 6 of the year in which the taxes or levies are due.

(b) No penalty under this section shall exceed the amount of tax due.

(c) No penalty or interest for failure to pay a tax shall be imposed if such failure was not the fault of the taxpayer. The treasurer shall make such determinations of fault.

(Code 1987, § 13-3; Ord. of 6-24-1996; Ord. of 6-25-2001)

State Law reference— Authority for above section, Code of Virginia, § 58.1-3916.

Sec. 70-4. - Payment of administrative costs.

(a) The county imposes, upon each person chargeable with delinquent taxes or other

delinquent charges, fees to cover the administrative costs and reasonable attorney's or collection agency's fees actually contracted for. The attorney's or collection agency's fees shall be 20 percent of the taxes or other charges so collected. The administrative costs shall be in addition to all penalties and interest, and shall not exceed $30.00 for taxes or other charges collected subsequent to 30 or more days after notice of delinquent taxes or charges pursuant to Code of Virginia, § 58.1-3919 but prior to the taking of any judgment with respect to such delinquent taxes or charges, and $35.00 for taxes or other charges collected subsequent to judgment. If the collection activity is to collect on a nuisance abatement lien, the fee for administrative costs shall be $150.00 or 25 percent of the cost, whichever is less; however, in no event shall the fee be less than $25.00.

(b) No tax assessment or tax bill shall be deemed delinquent and subject to the collection procedures prescribed in this section during the pendency of any administrative appeal under Code of Virginia, § 58.1-3980, so long as the appeal is filed within 90 days of the date of the assessment, and for 30 days after the date of the final determination of the appeal, provided that nothing in this subsection shall be construed to preclude the assessment or refund, following the final determination of such appeal, of such interest as otherwise may be provided by general law as to that portion of a tax bill that has remained unpaid or was overpaid during the pendency of such appeal and is determined in such appeal to be properly due and owing.

(Code 1987, § 13-4; Ord. of 1-25-1999)

State Law reference— Similar provisions, Code of Virginia, § 58.1-3958.

Sec. 70-5. - Payment of local taxes, fees or other charges by credit card; service charge.

The county treasurer is authorized to accept payment of local taxes, other fees or charges by use of a credit card. In addition to any penalties and interest arising pursuant to Code of Virginia, §§ 58.1-3915—58.1-3918, an amount not to exceed four percent of the amount of the tax, penalty and interest paid will be added as a service charge for the acceptance of such card. Such service charge shall not exceed the amount charged to the county.

(Ord. of 1-25-1999, § 13-5)

Sec. 70-6. - Tax on probate of wills or grant of administration.

There is hereby imposed, on the probate of every will or grant of administration not exempt by law, a county tax in amount of one-third of the state tax on such probate of a will or grant of administration and a $25.00 fee for the recordation of a list of heirs, as set forth in Code of Virginia, §§ 58.1-1712, 58.1-1717.1 and 58.1-3805.

(Ord. of 8-23-10(1))

Sec. 70-7. - Recordation tax.

There is hereby imposed a recordation tax, in an amount equal to one-third of the amount of the state recordation tax collectible for the Commonwealth, as set forth in Code of Virginia, § 58.1-814.

(Ord. of 8-23-10(1))

Secs. 70-8—70-40. - Reserved.

ARTICLE II. - REAL PROPERTY TAX

DIVISION 1. - GENERALLY

Sec. 70-41. - Assessment of new buildings substantially completed.

All new buildings substantially completed or fit for use and occupancy prior to November 1 of the year of completion shall be assessed when so completed or fit for use and occupancy, and the county commissioner of the revenue shall enter in the books the fair market value of such building. No partial assessment as provided in this article shall become effective until information as to the date and amount of such assessment is recorded in the office of the treasurer and made available for public inspection. The total tax on any such new building for that year shall be the sum of:

(1) The tax upon the assessment of the completed building, computed according to the ratio which the portion of the year such building is substantially completed or fit for use and occupancy bears to the entire year; and

(2) The tax upon the assessment of such new building as it existed on January 1 of that assessment year, computed according to the ratio which the portion of

the year such building was not substantially complete or fit for use and occupancy bears to the entire year.

With respect to any assessment made under this section after September 1 of any year, the penalty for nonpayment by December 5 shall be extended to February 5 of the succeeding year.

(Code 1987, § 13-21; Ord. of 6-26-2006)

Sec. 70-42. - Time of payment.

Annual real estate taxes assessed within the county shall be paid in semiannual installments, one installment being due and payable on or before June 25 of the taxable year, and the second or remaining installment shall be due and payable on or before December 5 of the taxable year.

(Ord. of 6-25-2001(2), § 13-22; Ord. of 6-26-2006)

Sec. 70-43. - Duty of assessment and collection officials.

Nothing contained in this article shall relieve the assessment and collection officials of the county from otherwise complying with all the provisions of Code of Virginia, title 58.1.

(Ord. of 6-25-2001(2), § 13-24; Ord. of 6-26-2006)

Sec. 70-44. - Reserved.

Editor's note— Ord. No. 13-06, adopted May 20, 2013, repealed § 70-44, which pertained to board of equalization and derived from § 13-22 of an ordinance adopted Feb. 24, 1997; and an ordinance adopted June 26, 2006.

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, 2015, and with subsequent general reassessments being effective every fourth year thereafter.

(Ord. of 6-26-2006; Ord. of 7-23-2008; Ord. No. 13-06, 5-20-2013)

Sec. 70-46. - Hearings of the board of equalization.

ATTACHMENT B

Code of Virginia
Title 58.1. Taxation
Chapter 39. Enforcement, Collection, Refunds, Remedies and Review of Local Taxes

§ 58.1-3965. When land may be sold for delinquent taxes; notice of sale; owner's right of redemption

A. When any taxes on any real estate in a locality are delinquent on December 31 following the second anniversary of the date on which such taxes have become due, or, in the case of real property upon which is situated (i) any structure that has been condemned by the local building official pursuant to applicable law or ordinance; (ii) any nuisance as that term is defined in § 15.2-900;(iii) any derelict building as that term is defined in § 15.2-907.1;or (iv) any property that has been declared to be blighted as that term is defined in § 36-49.1:1, the first anniversary of the date on which such taxes have become due, such real estate may be sold for the purpose of collecting all delinquent taxes on such property.

Upon a finding by the court, on real estate with an assessed value of $100,000 or less in any locality, that (i) any taxes on such real estate are delinquent on December 31 following the first anniversary of the date on which such taxes have become due or (ii) there is a lien on such real estate pursuant to § 15.2-900, 15.2-906, 15.2-907, 15.2-907.1, 15.2-908.1, or 36-49.1:1, which lien remains unpaid on December 31 following the first anniversary of the date on which such lien was recorded, the property shall be deemed subject to sale by public auction pursuant to proper notice under this subsection.

The officer charged with the duty of collecting taxes for the locality wherein the real property lies shall, at least 30 days prior to instituting any judicial proceeding pursuant to this section, send a notice to (i) the last known address of the property owner as such owner and address appear in the records of the treasurer, (ii) the property address if the property address is different from the owner's address and if the real estate is listed with the post office by a numbered and named street address and (iii) the last known address of any trustee under any deed of trust, mortgagee under any mortgage and any other lien creditor, if such trustee, mortgagee or lien creditor is not otherwise made a party defendant under § 58.1-3967, advising such property owner, trustee, mortgagee or other lien creditor of the delinquency and the officer's intention to take action. Such notice shall advise the taxpayer that the taxpayer may request the treasurer to enter into a payment agreement to permit the payment of the delinquent taxes, interest, and penalties over a period not to exceed 36 months in accordance with the provisions of subsection C. Such officer shall also cause to be published at least once a list of real estate which will be offered for sale under the provisions of this article in a newspaper of general circulation in the locality, at least 30 days prior to the date on which judicial proceedings under the provisions of this article are to be commenced.

The pro rata cost of such publication shall become a part of the tax and together with all other costs, including reasonable attorneys' fees set by the court and the costs of any title examination conducted in order to comply with the notice requirements imposed by this section, shall be collected if payment is made by the owner in redemption of the real property described therein whether or not court proceedings have been initiated. A notice substantially in the following form shall be sufficient:

Notice

Judicial Sale of Real Property

On..... (date)..... proceedings will be commenced under the authority of § 58.1-3965etseq.oftheCodeofVirginia to sell the following parcels for payment of delinquent taxes:

(description of properties)

B. The owner of any property listed may redeem it at any time before the date of the sale by paying all accumulated taxes, penalties, reasonable attorneys' fees, interest and costs thereon, including the pro rata cost of publication hereunder. Partial payment of delinquent taxes, penalties, reasonable attorneys' fees, interest or costs shall not be sufficient to redeem the property, and shall not operate to suspend, invalidate or make moot any action for judicial sale brought pursuant to this article.

C. Notwithstanding the provisions of subsection B and of § 58.1-3954, the treasurer or other officer responsible for collecting taxes may suspend any action for sale of the property commenced pursuant to this article upon entering into an agreement with the owner of the real property for the payment of all delinquent amounts in installments over a period which is reasonable under the circumstances, but in no event shall exceed 36 months. Any such agreement shall be secured by the lien of the locality pursuant to § 58.1-3340.

D. During the pendency of any installment agreement permitted under subsection C, any proceeding for a sale previously commenced shall not abate, but shall be continued on the docket of the court in which such action is pending. It shall be the duty of the treasurer or other officer responsible for collecting taxes to promptly notify the clerk of such court when obligations arising under such an installment agreement have been fully satisfied. Upon the receipt of such notice, the clerk shall cause the action to be stricken from the docket.

E. In the event the owner of the property or other responsible person defaults upon obligations arising under an installment agreement permitted by subsection C, or during the term of any installment agreement, defaults on any current obligation as it becomes due, such agreement shall be voidable by the treasurer or other officer responsible for collecting taxes upon 15 days' written notice to the signatories of such agreement irrespective of the amount remaining due. Any action for the sale previously commenced pursuant to this article may proceed without any requirement that the notice or advertisement required by subsection A, which had previously been made with respect to such property, be repeated. No owner of property which has been the subject of a defaulted installment agreement shall be eligible to enter into a second installment agreement with respect to the same property within three years of such default.

F. Any corporate, partnership or limited liability officer, as those terms are defined in § 58.1-1813 , who willfully fails to pay any tax being enforced by this section, shall, in addition to other penalties provided by law, be liable to a penalty of the amount of the tax not paid, to be assessed and collected in the same manner as such taxes are assessed and collected.

G. During the pendency of the action, the circuit court in which the action is pending may, on its own motion or on the motion of any party, refer the parties to a dispute resolution proceeding pursuant to the provisions of Chapter 20.2 (§ 8.01-576.4 et seq.) of Title 8.01.

H. In any case in which real estate subject to delinquent taxes is situated in two or more jurisdictions, a suit to sell the entirety of the real estate pursuant to this article may be brought

in a single jurisdiction provided that (i) taxes are delinquent in all jurisdictions for periods not less than the minimum applicable periods set forth in subsection A and (ii) the treasurer of each jurisdiction within which the property is situated consents to the suit.

The suit shall identify the taxes, penalties, interest, and other charges due in each jurisdiction. The publications and notices required pursuant to this section shall identify each of the jurisdictions in which the property is situated. Upon sale of the property, the order confirming the sale shall provide for the payment of taxes, penalties, interest, and other charges to each jurisdiction, and copies of the order confirming the sale and the deed conveying the property to the purchaser shall be recorded among the land records of the clerk's office of the circuit court for each jurisdiction within which the property that is the subject of the suit is situated.

Code 1950, § 58-1117.1; 1973, c. 467; 1982, c. 669; 1983, cc. 37, 345; 1984, c. 675; 1988, c. 306; 1994, c. 884;1995, c. 547;1996, cc. 323, 710;1997, c. 724;1999, c. 674;2002, c. 64;2003, c. 168; 2004, c. 968;2009, cc. 181, 551;2013, c. 334;2015, c. 50.

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

6/02/2020 -TREASURER TAX COLLECTION RATE SCHEDULE REPORT- PAGE 1
11:24:47 THRU 5/31/2020 TR712

DEPT H CLS	TAXES	PPTRA	ABATEMENTS	NET TAX	PAYMENTS	OTHER ADJS	NET PAYMENTS	NET A/R	%COLLECTED
RE2016 1 01	6261196.57		23593.17-	6237603.40	6116954.28-	55335.48-	6172289.76-	65313.64	98.95
HALF TOTALS=	6261196.57		23593.17-	6237603.40	6116954.28-	55335.48-	6172289.76-	65313.64	98.95
2 02	6112302.34		20317.54-	6091984.80	6043699.43-	37017.36	6006682.07-	85302.73	98.60
HALF TOTALS=	6112302.34		20317.54-	6091984.80	6043699.43-	37017.36	6006682.07-	85302.73	98.60
DEPT TOTALS=	12373498.91		43910.71-	12329588.20	12160653.71-	18318.12-	12178971.83-	150616.37	98.78
RE2017 1 01	6251791.08		38404.13-	6213386.95	6041436.11-	71576.27-	6113012.38-	100374.57	98.38
HALF TOTALS=	6251791.08		38404.13-	6213386.95	6041436.11-	71576.27-	6113012.38-	100374.57	98.38
2 02	6105627.97		32830.92-	6072797.05	5959228.34-	5198.66	5954029.68-	118767.37	98.04
HALF TOTALS=	6105627.97		32830.92-	6072797.05	5959228.34-	5198.66	5954029.68-	118767.37	98.04
DEPT TOTALS=	12357419.05		71235.05-	12286184.00	12000664.45-	66377.61-	12067042.06-	219141.94	98.22
RE2018 1 01	6125976.80		7669.79-	6118307.01	5897260.91-	80588.55-	5977849.46-	140457.55	97.70
HALF TOTALS=	6125976.80		7669.79-	6118307.01	5897260.91-	80588.55-	5977849.46-	140457.55	97.70
2 02	6031697.87		21245.55-	6010452.32	5843194.05-	15661.39-	5858855.44-	151596.88	97.48
HALF TOTALS=	6031697.87		21245.55-	6010452.32	5843194.05-	15661.39-	5858855.44-	151596.88	97.48
DEPT TOTALS=	12157674.67		28915.34-	12128759.33	11740454.96-	96249.94-	11836704.90-	292054.43	97.59
RE2019 1 01	6079278.67		24031.39-	6055247.28	5767852.44-	64801.94-	5832654.38-	222592.90	96.32
HALF TOTALS=	6079278.67		24031.39-	6055247.28	5767852.44-	64801.94-	5832654.38-	222592.90	96.32
2 02	5996507.28		29488.25-	5967019.03	5716549.33-	27706.34-	5744255.67-	222763.36	96.27
HALF TOTALS=	5996507.28		29488.25-	5967019.03	5716549.33-	27706.34-	5744255.67-	222763.36	96.27
DEPT TOTALS=	12075785.95		53519.64-	12022266.31	11484401.77-	92508.28-	11576910.05-	445356.26	96.30
RE TOTALS =	48964378.58		197580.74-	48766797.84	47386174.89-	273453.95-	47659628.84-	1107169.00	97.73
COMP TOTALS=	48964378.58		197580.74-	48766797.84	47386174.89-	273453.95-	47659628.84-	1107169.00	97.73

ATTACHMENT C

DEPT	HALF	CLASS	OTHER CHARGES	TAXES	PENALTY PAID	INT. PAID	PAYMENTS	ADJUSTMENTS	BALANCE DUE	COUNT
RB2019	1		.00	1,906.40	.00	.00	.00	.00	1,906.40	3
	HALF TOTALS =		.00	1,906.40	.00	.00	.00	.00	1,906.40	3
	DEPT# TOTALS =		.00	1,906.40	.00	.00	.00	.00	1,906.40	3
RB2020	1		.00	868.01	.00	.00	.00	.00	868.01	2
	HALF TOTALS =		.00	868.01	.00	.00	.00	.00	868.01	2
	DEPT# TOTALS =		.00	868.01	.00	.00	.00	.00	868.01	2
RB	TOTALS =		.00	15,559.36	.00	.00	.00	.00	15,559.36	19
RE2000	1		.00	69.41	.00	.00	.00	.00	69.41	4
	HALF TOTALS =		.00	69.41	.00	.00	.00	.00	69.41	4
	DEPT# TOTALS =		.00	69.41	.00	.00	.00	.00	69.41	4
RE2001	1		.00	231.52	.00	.00	.00	145.20-	86.32	5
	HALF TOTALS =		.00	231.52	.00	.00	.00	145.20-	86.32	5
	DEPT# TOTALS =		.00	231.52	.00	.00	.00	145.20-	86.32	5
RE2002	1	01	.00	39.00	.00	.00	.00	.00	39.00	4
	HALF TOTALS =		.00	39.00	.00	.00	.00	.00	39.00	4
	2	02	.00	38.98	.00	.00	.00	.00	38.98	4
	HALF TOTALS =		.00	38.98	.00	.00	.00	.00	38.98	4
	DEPT# TOTALS =		.00	77.98	.00	.00	.00	.00	77.98	8
RE2003	1	01	.00	39.00	.00	.00	.00	.00	39.00	4
	HALF TOTALS =		.00	39.00	.00	.00	.00	.00	39.00	4
	2	02	.00	39.00	.00	.00	.00	.00	39.00	4
	HALF TOTALS =		.00	39.00	.00	.00	.00	.00	39.00	4
	DEPT# TOTALS =		.00	78.00	.00	.00	.00	.00	78.00	8
RE2004	1	01	.00	44.67	.00	.00	.00	.00	44.67	4
	HALF TOTALS =		.00	44.67	.00	.00	.00	.00	44.67	4
	2	02	.00	44.67	.00	.00	.00	.00	44.67	4
	HALF TOTALS =		.00	44.67	.00	.00	.00	.00	44.67	4
	DEPT# TOTALS =		.00	89.34	.00	.00	.00	.00	89.34	8
RE2005	1	01	.00	49.66	.00	.00	.00	.00	49.66	4
	HALF TOTALS =		.00	49.66	.00	.00	.00	.00	49.66	4
	2	02	.00	49.66	.00	.00	.00	.00	49.66	4
	HALF TOTALS =		.00	49.66	.00	.00	.00	.00	49.66	4
	DEPT# TOTALS =		.00	99.32	.00	.00	.00	.00	99.32	8

DEPT	HALF	CLASS	OTHER CHARGES	TAXES	PENALTY PAID	INT. PAID	PAYMENTS	ADJUSTMENTS	BALANCE DUE	COUNT
RE2006	1	01	.00	52.60	.00	.00	.00	.00	52.60	4
	HALF TOTALS =		.00	52.60	.00	.00	.00	.00	52.60	4
	2	02	.00	52.60	.00	.00	.00	.00	52.60	4
	HALF TOTALS =		.00	52.60	.00	.00	.00	.00	52.60	4
	DEPT# TOTALS =		.00	105.20	.00	.00	.00	.00	105.20	8
RE2007	1	01	.00	288.16	8.09	100.25	80.91-	.00	207.25	8
	HALF TOTALS =		.00	288.16	8.09	100.25	80.91-	.00	207.25	8
	2	02	.00	296.86	.00	.00	.00	.00	296.86	11
	HALF TOTALS =		.00	296.86	.00	.00	.00	.00	296.86	11
	DEPT# TOTALS =		.00	585.02	8.09	100.25	80.91-	.00	504.11	19
RE2008	1	01	.00	545.15	.00	.00	.00	.00	545.15	13
	HALF TOTALS =		.00	545.15	.00	.00	.00	.00	545.15	13
	2	02	.00	1,647.43	64.85	357.53	648.94-	.00	998.49	16
	HALF TOTALS =		.00	1,647.43	64.85	357.53	648.94-	.00	998.49	16
	DEPT# TOTALS =		.00	2,192.58	64.85	357.53	648.94-	.00	1,543.64	29
RE2009	1	01	.00	3,968.10	148.33	464.62	1,483.38-	.00	2,484.72	24
	HALF TOTALS =		.00	3,968.10	148.33	464.62	1,483.38-	.00	2,484.72	24
	2	02	.00	6,524.61	120.88	1,164.66	1,208.81-	.00	5,315.80	33
	HALF TOTALS =		.00	6,524.61	120.88	1,164.66	1,208.81-	.00	5,315.80	33
	DEPT# TOTALS =		.00	10,492.71	269.21	1,629.28	2,692.19-	.00	7,800.52	57
RE2010	1	01	.00	9,359.23	106.58	663.14	1,065.67-	.00	8,293.56	45
	HALF TOTALS =		.00	9,359.23	106.58	663.14	1,065.67-	.00	8,293.56	45
	2	02	.00	11,139.63	68.45	187.85	734.36-	.00	10,405.27	53
	HALF TOTALS =		.00	11,139.63	68.45	187.85	734.36-	.00	10,405.27	53
	DEPT# TOTALS =		.00	20,498.86	175.03	850.99	1,800.03-	.00	18,698.83	98
RE2011	1	01	.00	15,112.78	97.34	632.24	973.36-	.00	14,139.42	92
	HALF TOTALS =		.00	15,112.78	97.34	632.24	973.36-	.00	14,139.42	92
	2	02	.00	18,502.38	156.53	974.20	1,578.35-	13.07	16,937.10	102
	HALF TOTALS =		.00	18,502.38	156.53	974.20	1,578.35-	13.07	16,937.10	102
	DEPT# TOTALS =		.00	33,615.16	253.87	1,606.44	2,551.71-	13.07	31,076.52	194
RE2012	1	01	.00	25,034.57	217.31	1,205.98	2,898.12-	725.05	22,861.50	125
	HALF TOTALS =		.00	25,034.57	217.31	1,205.98	2,898.12-	725.05	22,861.50	125
	2	02	.00	30,048.92	58.52	344.66	1,027.02-	441.72	29,463.62	138
	HALF TOTALS =		.00	30,048.92	58.52	344.66	1,027.02-	441.72	29,463.62	138
	DEPT# TOTALS =		.00	55,083.49	275.83	1,550.64	3,925.14-	1,166.77	52,325.12	263

DEPT	HALF	CLASS	OTHER CHARGES	TAXES	PENALTY PAID	INT. PAID	PAYMENTS	ADJUSTMENTS	BALANCE DUE	COUNT
RE2013	1	01	.00	34,652.13	121.83	513.04	1,617.61-	134.08	33,168.60	144
	HALF TOTALS =		.00	34,652.13	121.83	513.04	1,617.61-	134.08	33,168.60	144
	2	02	.00	40,591.00	249.72	1,330.88	2,896.43-	399.35	38,093.92	160
	HALF TOTALS =		.00	40,591.00	249.72	1,330.88	2,896.43-	399.35	38,093.92	160
	DEPT# TOTALS =		.00	75,243.13	371.55	1,843.92	4,514.04-	533.43	71,262.52	304
RE2014	1	01	.00	43,201.97	223.31	951.44	2,600.26-	367.27	40,968.98	179
	HALF TOTALS =		.00	43,201.97	223.31	951.44	2,600.26-	367.27	40,968.98	179
	2	02	.00	49,563.07	249.92	1,144.70	2,950.07-	528.49	47,141.49	195
	HALF TOTALS =		.00	49,563.07	249.92	1,144.70	2,950.07-	528.49	47,141.49	195
	DEPT# TOTALS =		.00	92,765.04	473.23	2,096.14	5,550.33-	895.76	88,110.47	374
RE2015	1	01	.00	57,571.87	535.28	2,404.38	6,050.67-	440.91-	51,080.29	224
	HALF TOTALS =		.00	57,571.87	535.28	2,404.38	6,050.67-	440.91-	51,080.29	224
	2	02	.00	60,985.14	221.87	702.56	2,736.07-	533.58-	57,715.49	234
	HALF TOTALS =		.00	60,985.14	221.87	702.56	2,736.07-	533.58-	57,715.49	234
	DEPT# TOTALS =		.00	118,557.01	757.15	3,106.94	8,786.74-	974.49-	108,795.78	458
RE2016	1	01	.00	69,659.31	325.77	1,029.86	3,665.79-	679.88-	65,313.64	280
	HALF TOTALS =		.00	69,659.31	325.77	1,029.86	3,665.79-	679.88-	65,313.64	280
	2	02	.00	88,208.18	185.40	573.38	2,225.57-	679.88-	85,302.73	297
	HALF TOTALS =		.00	88,208.18	185.40	573.38	2,225.57-	679.88-	85,302.73	297
	DEPT# TOTALS =		.00	157,867.49	511.17	1,603.24	5,891.36-	1,359.76-	150,616.37	577
RE2017	1	01	.00	106,697.37	617.37	802.60	6,638.92-	316.12	100,374.57	364
	HALF TOTALS =		.00	106,697.37	617.37	802.60	6,638.92-	316.12	100,374.57	364
	2	02	.00	123,385.87	459.67	916.47	4,960.05-	341.55	118,767.37	392
	HALF TOTALS =		.00	123,385.87	459.67	916.47	4,960.05-	341.55	118,767.37	392
	DEPT# TOTALS =		.00	230,083.24	1,077.04	1,719.07	11,598.97-	657.67	219,141.94	756
RE2018	1	01	.00	145,441.66	484.75	724.43	4,984.11-	.00	140,457.55	450
	HALF TOTALS =		.00	145,441.66	484.75	724.43	4,984.11-	.00	140,457.55	450
	2	02	.00	154,398.62	275.54	241.81	2,801.74-	.00	151,596.88	479
	HALF TOTALS =		.00	154,398.62	275.54	241.81	2,801.74-	.00	151,596.88	479
	DEPT# TOTALS =		.00	299,840.28	760.29	966.24	7,785.85-	.00	292,054.43	929
RE2019	1	01	.00	226,630.97	292.05	199.10	2,920.46-	1,117.61-	222,592.90	636
	HALF TOTALS =		.00	226,630.97	292.05	199.10	2,920.46-	1,117.61-	222,592.90	636
	2	02	.00	233,314.16	499.70	170.42	9,160.61-	1,390.19-	222,763.36	688
	HALF TOTALS =		.00	233,314.16	499.70	170.42	9,160.61-	1,390.19-	222,763.36	688
	DEPT# TOTALS =		.00	459,945.13	791.75	369.52	12,081.07-	2,507.80-	445,356.26	1324

DEPT	HALF	CLASS	OTHER CHARGES	TAXES	PENALTY PAID	INT. PAID	PAYMENTS	ADJUSTMENTS	BALANCE DUE	COUNT
RE		TOTALS =	.00	1,557,519.91	5,789.06	17,800.20	67,907.28-	1,720.55-	1,487,892.08	5431
COMPANY TOTALS =			.00	2,547,838.59	8,544.87	19,358.79	103,944.25-	222,369.74-	2,221,524.60	14972

DEPT	ADJUSTMENTS	PPTRA CREDIT	ADJUSTED TOTAL
PP2014	9,567.97-	10,234.45-	666.48
PP2015	8,014.64-	8,895.45-	880.81
PP2016	11,803.46-	11,972.89-	169.43
PP2017	15,857.77-	15,806.07-	51.70-
PP2018	26,491.60-	26,441.23-	50.37-
PP2019	147,887.14-	147,831.10-	56.04-
DEPT. TOTALS	.00	221,181.19-	1,188.55-

ATTACHMENT D

YEAR(S) DELINQUENT	NO. OF YEARS DELINQUENT	TAXES OWED	PENATIES OWED	INTEREST DUE	TOTAL OUTSTANDING	NO. OF PARCELS IN CATEGORY
2017	1	$794.29	$79.44	$216.68	$1,090.41	2
2016-2017 and 2015-2016	2	$1,341.94	$133.40	$463.77	$1,939.11	2
2017-2019	3	$202,383.82	$20,237.72	$39,985.64	$262,607.18	98
2016-2019	4	$202,972.46	$20,287.61	$50,047.12	$273,288.91	65
2015-2019	5	$127,821.95	$12,782.41	$38,220.01	$178,824.37	37
2014-2019	6	$103,036.38	$10,296.16	$36,702.41	$150,034.95	33
2013-2019	7	$110,707.88	$11,071.08	$46,103.11	$167,882.07	30
2012-2019	8	$144,071.91	$14,382.09	$68,944.79	$227,398.79	32
2011-2019	9	$134,808.82	$13,481.56	$73,038.63	$221,329.01	49
2010-2019	10	$76,902.51	$7,690.57	$44,249.16	$128,842.24	19
2009-1019	11	$85,271.29	$8,527.37	$54,404.41	$148,203.07	18
2008-2019	12	$23,356.60	$2,335.76	$16,010.44	$41,702.80	5
2007-2019	13	$4,495.94	$449.89	$3,858.66	$8,804.49	6
1998-2019	22	$685.22	$68.53	$724.88	$1,478.63	1
1992-2019	28	$2,328.10	$232.77	$2,843.63	$5,404.50	1
1990-2019	30	$60.12	$5.67	$74.40	$140.19	1
TOTAL		**$1,221,039.23**	**$122,062.03**	**$475,887.74**	**$1,818,970.72**	

AGENDA ITEM 9.f.

King William County
Est. 1702

Board of Supervisors

County Administrator

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

MEMO

DATE: June 22, 2020

TO: King William County Board of Supervisors

FROM: Bobbie H. Tassinari, County Administrator

RE: Local Allocations for Federal CARES Coronavirus Relief Funds

SUMMARY

On May 12, 2020, the County was notified by the Secretary of Finance for the Commonwealth informing us of the local allocation of CARES relief funds. King William County would receive **$1,496,097** in relief funds if the County complied with the guidelines and submitted the acceptance documentation by the May 22, 2020 deadline. The Board gave approval at the May 18th meeting and the document was submitted.

Actions either pending or completed to date:

- County bank account set up, June 1, 2020, for CARES Relief funds deposit and funds received.
- Transfer the Town of West Point's allocation of CARES Relief funds ($285,754.52). To be completed week of June 15th; waiting on Town Treasurer bank account information.
- Town Manager has provided a letter dated June 9, 2020 agreeing to a separate bank account, adherence with the guidelines of the program, agreement to cooperatively work with County on program administration, and "hold harmless" for expenditures.
- The Town and County agreed to address the School Districts request separately.

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804-769-4927 ● fax: 804-769-4964
www.kingwilliamcounty.us

King William County
Est. 1702

Board of Supervisors

County Administrator

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C. Stewart Garber, Jr., Fourth District
Edwin H. Moren, Jr., Fifth District

INFORMATION

The County Administrator presented options at the June 8th meeting for the Board of Supervisors to consider when providing guidance on how the CARES Relief funds should be allocated. These included:

- Middle Peninsula Planning District Commission – COVID Adaptation Program (CAP)
  Regional approach to use of CARES funds through the MPPDC. Request for $100,000 plus $9,000 in program administration.

- Infusion of CARES Funds into Community Businesses by Residents
  The Town of West Point has implemented the West Point HOPE (Helping Our Pointer Economy) – providing each household within the Town one coupon book valued at $50 to invest back into the local economy with interested businesses.

- Local Business Support
  Providing support for local businesses, volunteer organizations, food banks, Bay Aging, Community Service Board, Merrimac Center, etc. through eligible expenditures such as:
  - Food delivery to residents, including for example, senior citizens and other vulnerable populations.
  - Expenditures related to provisions of grants to small businesses to reimburse the costs of business interruption caused by required closures.
  - Unemployment insurance costs related to the COVID public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
  - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment.
  - Funds may be used to cover employment and training programs for employees that have been furloughed due to the public health emergency.
  - Reimbursement for costs associated with constructing outdoor facilities either temporary or permanent, to include seating and tables, allowing service to customers with proper social distancing to include seating and tables.
  - Installation of screens and buffers to allow for proper social distancing practices.
  - Reimbursement for storage costs to store seating until the restrictions are lifted

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- Economic Development Authority
  The Economic Development Authority has provided grants related to economic impact of COVID to local businesses with roll forward funds.

- King William County Public Schools
  The King William County Public Schools request ($643,583) included the following:
  - KAMI (PDF editing software)
  - One to One Refresh
  - Funds for coverage of meals distributions
  - Unemployment payments
  - Shipping costs related to packets and report cards
  - Wifi Access points for AES and CSPS Bus loop
  - Remote hotspots via buses (4)
  - Teacher laptops for remote learning
  - 16 GB Jump Drives (5,000)
  - COVID-19 cleaning equipment
  - COVID-19 cleaning supplies
  - PPE, Touchless Thermometers (50)
  - Portable Temperature Scan Kiosk (20)

- King William County
  The County will seek reimbursement for incurred costs associated with the COVID that were not budgeted and prepare for remote working in the future. Some of the items identified include:
  - PPE purchased, above and beyond what was budgeted, for both law enforcement and fire and emergency medical services departments.
  - Additional cleaning supplies, such a disinfectant that were not included in the regular budgetary request.
  - Reimbursement for employees quarantined due to suspected COVID-19 (up to the 80 hours granted by the Federal Government as Administrative Leave).
  - Replacement of desk top computers with laptops for those employees identified with job functions that would require remote work.

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- Further discussions will be held with Social Services, RAS, Sheriff's Office, Fire & EMS, Parks and Recreation and other County departments to ensure they are included in the current and future needs of the County for COVID-19.

The funds allocated to the County and Town may be used for expenditures from March 1, 2020 through December 30, 2020. Compliance with the governing guidance, validity and justification for expenditures, and detailed documentation for those expenditures will make this a successful program for the County. Awarding the funding to address the needs of businesses, citizens, Schools and organizations and agencies will make this a successful program for the community.

All awards will be expended on a "reimbursement" basis to ensure the County receives the documentation that will be required to meeting auditing specifications.

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ACTION REQUESTED

Provide guidance to the County Administrator concerning the priorities of funding initiatives with the CARES Relief Funds.

CATEGORY	PROJECTED AMOUNT	USE/JUSTIFICATION
Middle Peninsula Planning Commission District	$100,000 CARES Relief Funding + $9,000 Program Administration Fees	CAP would take a regional approach to utilizing the CARES funds. Those localities and Towns within the MPPDC would be eligible to join and contribute.
Infusion of Funds into Community Businesses by Residents	Projected 6,170 Households Per U.S. Census for County. Approximately 500+ businesses that are current with Business License with approximately 500 unpaid at this time. If $50/Coupon Book provided to each household ($50 x 6,170 = $308,500).	Town of West Point has implemented this program with Unassigned General Fund monies. Household resident must provide validation they live in the Town and businesses must validate they are current and in good standing on all taxes to participate.
Local Business Support to Include Volunteer Organizations, Agencies, etc.	Project $100,000 for "for profit businesses" and additional $75,000 for Bay Aging, Volunteer Organizations, Churches, CSB, Merrimac, etc.	Multitude of eligible reimbursement expenses and request for additional support due to fee collections down, furloughing staff, etc.
Economic Development Authority	$50,000 CARES Relief Funding to continue the grant program already underway utilizing roll forward funds.	Providing a grant-based investment back into local businesses impacted by COVID-19. Must be in good standing and taxes up-to-date as well as show need for award.

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King William County Public Schools	Requested $643,583 in original email. Recommendation is to cap at $350,000 with a possible additional award into the Fall months.	Support for technology-based improvements to allow for better home schooling and remote working of staff.
King William County	$100,000	To provide reimbursement for expenditures made for COVID-19 to date as well as future expenditures to include some technology upgrades to address remote working for staff.

The following is a breakdown of the projected expenditures as identified above. This may be changed at any point or the allocations increased or decreased as well

CARES Relief Funds Allocation to County	$1,496,097.00
Allocation to Town of West Point	$ 285,754.52
Sub-Total	$1,210,342.48
MPPDC CAP Regional Program	$ 100,000.00
Coupon Book for Local Businesses Support	$ 308,500.00
Local Businesses/Agencies/Organizations	$ 175,000.00
Economic Development Authority Grant Program	$ 50,000.00
KWCPS	$ 350,000.00
King William County	$ 100,000.00
Sub-Total	
Total	$1,083,500.00
Balance	$ 126,842.48

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ATTACHMENT

- Attachment A – Letter from Town of West Point
- Attachment B – Request from KWCPS
- Attachment C – Request from Bay Aging
- Attachment D – Request for Community Service Board

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ATTACHMENT A

Council Members:
TINA S. GULLEY
ROBERT J. LAWRENCE
JOSHUA T. "JACK" LAWSON
GAIL C. NICHOLS
JAMES "JAMIE" PRUETT
JOHN G. RAGSDALE, II

JAMES H. HUDSON, III
Mayor
DEBORAH BALL
Vice Mayor
JOHN B. EDWARDS, JR.
Town Manager

TOWN OF WEST POINT

June 9, 2020

Ms. Bobbie H. Tassinari
County Administrator
King William County
180 Horse Landing Road #4
King William, VA 23086

RE: Local Allocation of Federal CARES Coronavirus Relief Funds

Dear Bobbie,

As we have discussed, I have been directed by the Town Council to accept the Town's share of the local allocation of the Federal CARES Funds. Upon receipt of the $285,754.52, the Town will do the following:

1. Deposit into a separate bank account to ensure that these funds are segregated from other funds;
2. Follow the guidelines set forth in the CARES Guidance from the U.S. Treasury concerning eligible expenditures;
3. Work with the County on the overall program administration of the program; and
4. Hold the County harmless if the State or Federal government audits the Town's expenditures and finds them ineligible.

Sincerely,

John B. Edwards, Jr.
Town Manager

329 6th Street
P.O. Box 152, West Point, Virginia 23181
(804) 843-3330 / Fax (804) 843-4364
www.west-point.va.us

ATTACHMENT B

County Administrator

From: David White <dwhite@kwcps.k12.va.us>
Sent: Thursday, May 21, 2020 12:25 PM
To: County Administrator; Lindsay Robinson; Stephen Greenwood; Kathy Morrison; Stacy Johnson; Edwin Moren
Subject: Coronovirus Relief Act (CRF) Funding

Bobbie,

I hope that this email finds you well and that you and your family remain safe and healthy.

The Coronovirus Relief Act (CRF) allocated $150 billion in assistance to state, local and other governments for the direct impact of the COVID-19 pandemic and, whereby, KWCPS is eligible to receive $202,000 from the state, KW County has nearly $1.5 million in available aid. While these funds may not be used to fill shortfalls in government revenue to cover expenditures, they may be used to cover expenses of actions to facilitate with COVID-19 related health measures. Allowable expenses include food delivery to residences and expenses to facilitate distance learning, including technological improvements, in connection with school closings.

As KWCPS prepares for the eventual reopening of our schools, we have identified several initiatives that we are currently undertaking or will undertake in order to do so successfully. Items that we deem necessary to assist in these endeavors include:

KAMI (PDF editing software)		$ 6,500
One to One Refresh		$ 13,500
Funds for coverage of meal distribution		$ 95,000
Unemployment Payments		$ 30,000
Shipping costs related to packets and Report Cards	$ 1,150	
Wifi Access points for AES & CSPS- Bus loop	$ 750	
Remote Hotspots via buses (4)		$ 32,000
Teacher Laptops ro remote learning (w/ warranty)	$ 290,000	
16 GB Jump Drives (5,000 drives)	$ 7,500	
COVID-19 cleaning equipment	$ 9,500	
COVID-19 cleaning supplies	$ 70,683	
PPE (Masks)		$ 4,500
Touchless Thermometers (50) * $150		$ 7,500
Portable Temperature Scan Kiosks (20)		$ 75,000
TOTAL:		$ 643,583

As previously mentioned, King William has only three (3) WiFi Hotspots in the County, two (2) of which are provided by KWCPS. We would like to expand these capabilities to include CSPS and AES, as well as 4 remote hotspots that we could affix to our buses to extend our wireless footprint. Additionally, we would need to provide each student with a device so that they may access instructional materials remotely, as needed. This will ensure the provision of a non-traditional delivery of instructional services to our students in the most equitable way possible.

In the event that we are able to physically accept students in our facilities, in order to comply with the most recent CDC guidelines, we could only accommodate a quarter of our student population per day. This would require several logistical steps in order for students and staff to even enter the buildings. We would need to monitor each student's temperature before they get on the bus and, again, before they enter into our school, with regular monitoring throughout the day. We would also need to have masks available for students and staff, ensure that

we limit the number of students in each classroom, and place student desks 6 feet apart to comply with physical distancing requirements. And, these are only a few of the necessary steps needed to safely allow our students and staff to return to school.

These restrictions to our normal instructional delivery will require that we innovate in order to provide a blended learning model for students to include both face-to-face and virtual instruction. And, although I am aware that the County provision of a more comprehensive broadband infrastructure is not likely, KWCPS will make every effort to provide what is necessary for the continued learning of the children in this community.

However, as you can see, the amount of funding that is necessary to achieve our proposed initiatives is well beyond the $202,000 that we will receive from our portion of the CARES Act Funding. Therefore, I would respectfully request that the Board of Supervisors consider providing additional funding from the almost $1.5 million allocated to King William County in order to support these allowable expenses.

I sincerely appreciate your consideration of this request.

David

--

David O. White, Ed.D.
Division Superintendent
King William County Public Schools
18548 King William Road
King William, VA 23086
Phone: (804) 769-3434
Fax: (804) 769-3312
dwhite@kwcps.k12.va.us

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ATTACHMENT C

Bay Aging CARES Act Funding Proposal
King William County

Summary

Bay Aging has been dedicated to serving citizens in the ten counties of the Middle Peninsula and Northern Neck for over 40 years! Even during times of crisis, like the COVID-19 pandemic, Bay Aging has stepped up to continue and implement new programs and services to the residents of King William County. Listed below are several service options Bay Aging is ready and able to provide to your county, with the assistance of King William County's CARES Act funding. The following services are listed in order of priority, and their associated costs in both FY2020 and FY2021 are shown in the attached spreadsheet.

Helping Neighbors Hot Meals and Grocery Delivery

- In addition to lunchtime Meals on Wheels, Bay Aging initiated Helping Neighbors – a program that has provided restaurant-prepared 2-day per week dinner meals. These meals are prepared by local King William restaurants to assist the local economy while assisting older residents to be able to stay safe in their homes. Bay Aging funds for the program will be expended in the second week of June. This service is very popular with the 31 residents who have signed up for the service and with the volunteers who deliver the meals. Bay Aging proposes that County CARES Act funds be used to continue this service and perhaps expand to a weekend meal.

- Provide mobile grocery/toiletry food bank for low-income seniors. Volunteers could deliver the bags of groceries and supplies to seniors across the county. Groceries to be purchased from local markets in King William County.

In-home Personal Care:

- In the last year, Bay Aging had at least 6 requests for in home personal care to residents of King William County who could not afford or did not have access to care. COVID-19 requirements meant some caregivers stayed home to meet needs; however, Bay aging is now being contacted as residents prepare to return to work. Having safe and adequate care allows King William citizens to return to work and receive relief from the daily hardships of caring for a loved one.

Bay Aging Services to
King William--CARES Act Funding

FY 2020

Service	Duration	Residents Served	Total Service Units	Duration	Cost per Unit	Total Cost
Helping Neighbors Hot Dinner Delivery	June 15-June 30	31	62 Meals/Week	2.5 Weeks	$ 9.00	$ 1,395.00
Total FY 2020						**$ 1,395.00**

FY 2021

Service (In order of priority)	Duration	Residents Served	Total Service Units	Duration	Cost per Unit	Total Cost
Helping Neighbors Hot Dinner Delivery	July 1-Dec 30	31	62 Meals/Week	26 Weeks	$ 9.00	$ 14,508.00
Mobil Food Pantry Grocery Delivery	July 1-Dec 31	31	31 bags of groceries/Week	26 Weeks	$ 25.00	$ 20,150.00
In-home Personal Care-8 Hours Per Week/Client	July 1-Dec 30	6	48 hours/Week	26 Weeks	$ 22.00	$ 27,456.00
Total FY2021						**$ 62,114.00**

ATTACHMENT D

---------- Forwarded message ---------
From: **Elizabeth Donoghue** <donoghue@mpnn.state.va.us>
Date: Thu, May 14, 2020 at 11:29 AM
Subject: CARES Act
To: <sgreenwood@kingwilliamcounty.us>, <tmoskalski@kingwilliamcounty.us>
Cc: Charles Walsh <cwalsh@mpnn.state.va.us>, Kathy Phillips <phillips@mpnn.state.va.us>

Dear Mr. Greenwood and Mr. Moskalski,

I work for the Middle Peninsula/Northern Neck Community Services Board and I live in King William County. I understand, from our director Chuck Walsh, that Westmoreland County received funds from the CARES Act and is planning to distribute funds to local agencies, including the MPNN CSB.

The MPNN CSB serves a vulnerable population in each county. The CSB program I work for, Rural Infant Services Program, serves the children from ages birth to three who have a Developmental Delay. This includes babies born with serious medical conditions, as well as children with autism, Down Syndrome, speech delays, and chromosome deletions. Services (PT, OT, Speech, and Developmental therapies) which used to be in the home, are now being successfully provided via video conferencing and phone contact.

The MPNN CSB also provides services for those who need Mental Health services and Intellectual Disability services. Crisis treatment for those who are suicidal is a crucial service.

The MPNN CSB has furloughed some staff and reduced hours for some staff. All of our programs are operating. However, due to the many changes caused by COVID-19, our billing is down and the needs have expanded.

Please consider the MPNN CSB when you distribute any funds you receive from the CARES Act. This agency is a life line for so many of our vulnerable King William citizens.

Sincerely,

Betsy Donoghue
353 Cherry Hill Circle East
Aylett, VA 23009

Betsy Donoghue MSW
Developmental Therapist / Service Coordinator
Rural Infant Services Program
(804) 824-4983 (cell) or (804) 758-5250 (office)

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AGENDA ITEM 10.a.

King William County
Est. 1702

Board of Supervisors

Director of Financial Services

William L. Hodges, First District
Travis J. Moskalski, Second District
Stephen K. Greenwood, Third District
David E. Hansen, Fourth District
Robert W. Ehrhart, Fifth District

DATE: June 22, 2020

TO: King William County Board of Supervisors

FROM: Natasha Langston, Director of Financial Services

SUBJECT: Resolution 20-32 – Financial Policies Adoption

Summary

Background
Financial policies provide written guidance for how local government officials and staff should approach fiscal issues and core financial areas.

Most local government decisions are driven by fiscal health. Citizens expect our county to deliver essential services. To fulfill those expectations, the county must invest in infrastructure, reserve funds for pension obligations, and take steps to assure their financial wellbeing for years to come.

Effective financial policies are essential to the county's fiscal health and can help the Board, management, and staff make the right decisions for the citizens now and in the future. They provide stability and continuity over the years as staff and elected officials turn over by establishing what actions are acceptable and unacceptable, identifying who is responsible for taking certain actions, and providing standards to measure the county's performance.

Recommendation(s)
Staff recommends approval of proposed Financial Policies

Attachment

- Resolution 20-32
- Attachment A

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

KING WILLIAM COUNTY, VIRGINIA

FINANCIAL POLICIES

King William County has a responsibility to carefully account for public funds, to manage its finances prudently, and to diligently and effectively allocate its resources to provide the citizens the governmental services they desire. Fiscal integrity is critical and should form the basis of the County's management and decision-making processes of its fiscal affairs. The primary objective of establishing Financial Policies is to provide a framework within which sound financial decisions may be made for the long-term betterment and stability of the County. The County's financial policies will provide guidelines and goals to guide its financial practices.

The goals of the Financial Policies are to:

- Guide King William County Board of Supervisors in reaching a consensus on the financial condition desired for the County.
- Provide a link between long-range financial planning and current operations.
- Promote long-term financial stability by establishing clear and consistent guidelines.
- Provide a framework for evaluating the fiscal impact of budgetary decisions related to providing government services and programs.
- Reduce the risks to the County of experiencing fiscal crises.

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1.0 Operating Budget Policy

1. King William County will prepare and approve an annual budget per Code of Virginia, Title 15.2-2503. The County will annually adopt and execute a budget for such funds as may be required by law or by sound financial practices and generally accepted accounting principles. The budget shall control the levy of taxes and the expenditure of money for all County purposes during the ensuing fiscal year. The County budget shall be balanced within all available operating revenues, including fund balance, and adopted by the Board of Supervisors.
   - King William County does not intend to issue tax or revenue anticipation notes to fund operations. The County's intent is to manage cash to prevent cash flow needs.

2. Revenues will be projected conservatively, but realistically, considering:
   - Historical trends;
   - The volatility of the revenue sources;
   - Inflation and other economic conditions; and
   - The costs of providing directly associated services.

3. Expenditures will be projected conservatively considering:
   - A conservative, but likely, scenario of events (versus "worst case scenario");
   - Specific, identified needs of programs and services;
   - Historical consumption and trends; and
   - Inflation and other economic conditions.

4. An unplanned operating contingency line item shall be included in the annual operating budget to provide for the ability to react to unforeseen circumstances in operations that arise during the fiscal year. An amount equivalent to 0.005% of general government expenses will be set aside for the operating budget contingency reserve. The contingency line item shall be an annual appropriation that will not accumulate or carry forward from fiscal year to fiscal year.

5. The County will prepare the capital improvement budget in conjunction with estimates of available revenues in order to assure that the estimated costs and future impact of capital projects on the operating budget will be considered prior to its inclusion in the Capital Improvements Plan.

6. The operating budget preparation process will be conducted in such a manner as to allow decisions to be made regarding anticipated resource levels and expenditure requirements for the levels and types of services to be provided in the upcoming fiscal year. The following budget procedures will ensure the orderly and equitable appropriation of those resources:
   - Operating budget requests are initiated at the department level within targeted guidelines set by the County Administrator.

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7. Budget adjustments within a department involving transfers from one category – i.e., personnel (pay and benefits), capital and operations - to another shall be approved by the County Administrator.

8. Beginning in the first year subsequent to the adoption of these policies, quarterly cash basis actual-to-budget financial reports prepared after bank statement reconciliation will be provided to the Board of Supervisors. The reports will be provided within 45 days after the end of the quarter to enable the Board of Supervisors to monitor the budget.

9. Any amendments to the budget "which exceed one percent of total expenditures shown in the current adopted budget or the sum of $500,000, whichever is lesser, and be accomplished by publishing a notice of the meeting and a public hearing once in a newspaper having general circulation" at least seven days prior to the meeting date (Code of Virginia, Title 15.2-2507).

2.0 Capital Budget Policy

1. The County will approve an annual capital budget as an integral part of its total County budget. The capital budget will align with a 5-year Capital Improvements Plan (CIP).

2. The County will coordinate the development of the capital budget with the development of the operating budget so that future operating costs, including annual debt service, associated with the new capital projects will be projected and included in operating budget forecasts.

3. The 5-year Capital Improvements Plan will include all new facilities and major improvements to buildings and real estate as well as all projects requiring debt financing. The CIP will include sources of funding for the capital projects, including operating revenues, Restricted General Fund balances, non-General Fund departmental reserves, grants, capital leases, and debt financing.

4. Emphasis will continue to be placed upon a viable level of "pay-as-you-go" capital construction to fulfill needs in the Board's approved Capital Improvements Plan.

5. The acquisition of vehicles, IT hardware and software, and other depreciable equipment and machinery shall be considered in the capital budget in addition to the Capital Improvements Plan and shall reflect the departments to which they should be charged.

6. Upon completion of a capital project, any remaining appropriated funds in that project will be returned to the original appropriating fund. Any transfer of remaining funds from one project to another must be approved by the Board of Supervisors.

7. The County shall maintain a capital budget that includes the Capital Improvements Plan and a plan for the acquisition and replacement of vehicles, IT hardware and software, and depreciable equipment and machinery.

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- The County will provide funding for vehicles, IT hardware and software, equipment and machinery as part of the annual budget to replace assets at the end of their useful life, or to upgrade capital assets as appropriate.
- The County's objective is to use pay-as-you-go funding (using cash resources) to acquire those items. Other sources will supplement cash funding such as lease purchase agreements, bonds, General Fund Balance, reserves and grants, when available.
- The County shall conduct a periodic physical inventory annually of all vehicles, computers, and depreciable equipment and machinery.

3.0 Debt Management Policy

1. Introduction

King William County recognizes that a formal debt policy is essential to effective financial management. Adherence to a debt management policy signals that a locality is well managed and, therefore, is likely to meet its debt obligations in a timely manner and is also a recommended practice of the Government Finance Officers Association. Debt management policies are written guidelines, allowances, and restrictions that guide the debt issuance practices. Adherence to a debt policy helps to ensure the County maintains a sound financial position.

The debt policy is to be used in conjunction with applicable laws and regulations and with the operating and capital budgets and other financial policies of the County. Objectives of the debt policy have been set to assist the County in:

- Funding a Capital Improvement Plan
- Maintaining an appropriate mix of pay-as-you-go and debt funding
- Maintaining an adequate fund balance, including an appropriate amount of unassigned fund balance
- Structuring debt repayment schedules that provide for reasonable and equitable annual payments

2. Debt Instruments

The County will use appropriate debt instruments to provide funding for capital assets at the lowest cost with minimal risk:

General Obligation Bonds:

General obligation bonds are bonds secured by a promise to levy taxes in an amount necessary to pay debt service, principal and interest, coming due each fiscal year. General obligation bonds are backed by the full faith and credit of the County. These bonds are authorized by a referendum or by non-voted (2/3's) authorization by the governing body. The non-voted authorization allows

governments to issue up to two-thirds of the previous year's net debt reduction without a

referendum.

Revenue and Special Obligation Bonds:

Revenue bonds are bonds that pledge revenues generated by the debt-financed asset or by the operating system of which that asset is a part. Special obligation bonds are bonds that are payable from the pledge of revenues other than locally levied taxes.

Other Financing Arrangements:

Installment financings are an alternative financing method that does not require voter approval. Certificates of participation or limited obligation bonds represent an undivided interest in the payments made by a public agency pursuant to a financing lease or an installment purchase agreement. The security for this financing is represented by a lien on the property acquired or constructed.

An Installment Purchase Contract is an agreement in which the equipment or property is acquired and periodic payments, which are sufficient to pay debt service, are made. The County will use this type of financing for short-term equipment purchases of 3 to 5 years.

The County will use pay-as-you-go funding for capital improvements or capital assets having a cost of less than $250,000 or assets having a useful life of less than 10 years unless budgetary restraints require the use of financing to acquire the necessary funding for those capital improvement or capital assets.

3. Purposes for Debt Issuance

The County may issue debt for the purpose of acquiring or constructing capital assets including land, buildings, machinery, equipment, fixtures and any other eligible expenses of the project and for making major renovations to existing capital improvements, for the good of the public. Exceptions to this rule will be considered on a case-by-case basis to determine if the contemplated debt is in the best interests of the County. Long-term debt shall not be used to finance ongoing operational expenses. When applicable, debt issuance will be pooled together to minimize issuance expense.

Before issuing any new debt, the County will consider the following factors:

- Global, national and local financial environment and economy
- Current interest rates and expected interest rate changes
- Cash position and current debt position
- Availability of funds to repay
- Urgency of current capital needs and flexibility to cover future needs
- Appropriate debt issuance practices and debt structuring

4. Debt Structure

The debt structure is made up of the life of the debt, interest rate and principal maturity schedule.

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This debt could be general obligation, revenue or special obligation bonds, or other installment financings. The cost of taxable debt is higher than the cost of tax-exempt debt. However, the issuance of taxable debt is mandated in some circumstances, and may allow flexibility in subsequent contracts with users or managers of the improvements constructed with the bond proceeds. The County will usually issue obligations on a tax-exempt basis, but may occasionally issue taxable obligations when there is an expected benefit from doing so. The County shall establish an affordable debt level to ensure sufficient revenue is available to pay annual debt service.

General obligation bonds will generally be competitively bid with no more than a 20-year life unless there are compelling factors which make it necessary to extend beyond this point and applicable law allows a longer term. In a competitive sale, the County may sell its debt obligations in which any interested underwriter or syndicate is invited to submit a proposal to purchase an issue of bonds. The bonds are awarded to the underwriter presenting the best bid according to stipulated criteria set forth in the notice of sale.

Negotiated sales or private placements, however, may be used where allowed when complex financing or sales structure is a concern with regard to marketability. In a negotiated sale, the bonds may be sold through an exclusive arrangement between the County and an underwriter or underwriting syndicate. At the end of successful negotiations, the issue is awarded to the underwriters. This method offers flexibility for the County. The criteria used to select an underwriter or syndicate in negotiated sales should include, but not be limited to the following: overall experience, marketing philosophy, capability, previous experience, underwriter's discount, and expenses.

Debt service for each issue will be structured in an attempt to minimize the County's interest payments over the life of the issue while taking into account the existing debt obligations of the County. Any debt issued shall not have a maturity date beyond the useful life of the asset being acquired or constructed by the debt proceeds.

5. Debt Ratios

The County will use an objective, analytical approach to determine the amount of debt to be considered for authorization and issuance. This process involves the comparison of generally accepted debt ratios from comparable counties to the current County ratios. The ratios will be re-evaluated every five (5) years or sooner as market conditions dictate.

The County shall adhere to the following:

Net Direct Debt per Capita

This ratio measures the burden of direct debt placed on the population supporting the debt. This ratio is widely used as a measure of an issuer's ability to repay debt. The County's general obligation debt as a percentage of the assessed value of real taxable property.

Net Direct Debt as a Percentage of Assessed Valuation

This ratio measures debt levels against the property tax base that generates the tax revenues, which are the main source of debt repayment. The County will maintain its debt at no more that 3% of the countywide assessed value.

Net Direct Debt Service as Percentage of Operational Budget

This ratio reflects the County's budgetary flexibility to adapt spending levels and respond to economic condition changes. The County will maintain its net debt service at no more than 10% of the operational budget.

6. Refinancing of Outstanding Debt

The County will continually review the County's outstanding debt and recommend issues for refunding as market opportunities arise. Debt shall be refinanced only for the purpose of achieving debt service savings, unless required to achieve specific debt management goals of the County. The estimation of net present savings should be, at a minimum, in the range of 4% of the refunded maturities before a refunding process would be considered unless the County otherwise determines the annual savings warrants the refunding. The County will not refinance debt for the purpose of deferring scheduled debt service, unless unique circumstances are present.

The County may issue advance refunding bonds when advantageous, legally permissible, and prudent and a net present value savings is achieved. Advance refunding transactions are those undertaken in advance of the first date the refunded debt can be called for optional redemption, and will require an establishment of an escrow account for the defeasance of the refunded debt. All costs incurred in completing the refunding shall be taken into account when determining the net present value savings.

7. Pay-As-You-Go Funding

The County shall use pay-as-you-go and other alternative sources of funding for capital projects to minimize debt levels. To have an effective pay-as-you-go program, at least one funding source must be identified that is consistent, reliable and large enough to provide for capital needs in an amount that reduces dependency on debt. In order to reduce the impact of capital programs on future years, the County will annually appropriate funds for its capital improvement plan. The County will also appropriate proceeds from all county land sales and other capital assets as deemed appropriate for capital projects. This practice will allow additional funding of capital improvement projects and reduce the County's dependence on borrowing. Pay-as-you–go funding will save money by eliminating interest expense on the funded projects and will improve financial flexibility in the event of sudden revenue shortfalls or emergency spending.

8. Issuance of Debt

The scheduling and amount of bond sales and installment purchase transactions will be recommended by the Finance Director and the County Administrator. The Board of Supervisors must approve the sale. These decisions will be based upon the identified cash flow requirements for each project to be financed, market conditions, and other relevant factors including debt ratios.

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9. Arbitrage Liability Management

The County will maintain a system of record keeping and reporting to meet the arbitrage and rebate compliance requirements of the federal tax code. This effort includes tracking investment earnings on bond proceeds, calculating rebate payments in compliance with tax law, and remitting rebatable earnings to the federal government in a timely manner in order to preserve the tax-exempt status of the County's outstanding debt issues.

It is the County's policy to minimize the cost of arbitrage rebate and yield restriction while strictly complying with the applicable laws. Because of the complexity of arbitrage rebate regulations and the severity of non-compliance penalties, arbitrage calculation will be performed by qualified arbitrage professionals in strict adherence to applicable laws and regulations. These calculations will be done in accordance with required Internal Revenue Service reporting dates.

10. Financing Team

The County will provide for a solicitation and selection process for securing all professional services required in connection with any debt issues. The service professionals selected will be required to develop and implement the County's debt management policy with the goal of continuity, quality service and competitive prices.

11. Administration and Implementation

The County Administrator and the Finance Director are responsible for the administration and issuance of debt including the completion of specific tasks and responsibilities included in this policy with approval of the Board of Supervisors.

4.0 Fund Balance Policy

1. Purpose

Establish key elements of the financial stability of the County by setting guidelines for the General Fund balance. Available fund balance is an important measure of economic stability. It is essential that the County maintain adequate levels of available fund balance in order to ensure against unanticipated events that would adversely affect the financial condition of the County and jeopardize the continuation of County services and/or activities and to provide the capacity to:

- Provide sufficient cash flow for daily financial needs;
- Offset significant economic downturns or revenue shortfalls;
- Provide funds for unforeseen expenditures related to emergencies;
- Adhere to Local Government Finance Officers Association minimum fund balance recommendations
- Provide citizens with a stable property tax rate

This policy will also establish guidelines for the replenishment of the County's fund balance in

the event that the fund balance falls below the required levels set forth herein.

2. Definition

a. Fund balance. Fund balance is the difference between assets and liabilities reported in a governmental fund. An accounting distinction is made between classifications of fund balance based on restrictions on the use of fund balance. These classifications as defined by the Government Finance Officers Association are (1) Non-spendable, (2) Restricted, (3) Committed, (4) Assigned, and (5) Unassigned.

b. Non-spendable fund balance: Non-spendable fund balance are the components of fund balance that cannot be spent because they are either (a) not in a spendable form or (b) contractually required to be maintained intact.

c. Restricted fund balance: Restricted fund balance are the components of fund balance that have constraints placed on the use of resources either (a) externally imposed by creditors (such as through debt covenants), grantors, contributors or laws or regulations of other governments or (b) imposed by law through constitutional provisions or enabling legislation. Example, Split Levy legislation.

d. Committed fund balance: Committed fund balance are the components of fund balance that are used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority. In King William County, the highest level of decision-making authority would be considered the Board of Supervisors. These self-imposed limitations must be set in place prior to year-end, but can be calculated after year-end to be considered committed for that fiscal year end. In addition, to be considered committed, the limitations that were imposed at the highest level of decision-making authority must also require the same action to remove or modify the limitations.

e. Assigned fund balance: Assigned fund balance are the components of fund balance that are constrained by the government's intent to be used for specific purposes, but are neither restricted nor committed. These assignments can occur any time before the issuance of financial statements to be considered assigned for that fiscal year end. Further, this assignment ability can be delegated by the Board of Supervisors to an appropriate person (i.e. County Administrator or Director of Finance).

f. Unassigned fund balance: Unassigned fund balance is the remainder of fund balance that has not been reported in another classification and represents assets that are available to appropriate for future purposes.

g. Available fund balance: Available fund balance is the total fund balance less the total of

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non-spendable fund balance and fund balance restricted for stabilization by state statute.

3. Policy

   a. The King William County Board of Supervisors formally establishes the goal of maintaining unassigned fund balance in the General Fund in an amount of twenty (20) percent (approximately 2-3 months) of the General Fund expenditures and outflows at the end of each fiscal year. It is the duty of the Director of Finance to ensure the Board of Supervisors is informed on the annual unassigned fund balance level. If the level nears the allowed range, the Director of Finance will make recommendations on where that level should be. If any significant event or change occurs during a fiscal year which the Director of Finance believes will lead to the County being below the allowed range, the Director of Finance will notify the Board of Supervisors.

   b. If the unassigned fund balance level exceeds the twenty (20) percent ceiling in a given year, the Board of Supervisors delegates authority to assign the funds for the purpose of paying for future capital and capital project needs to the Director of Finance. Alternatively, Director of Finance may recommend to the Board of Supervisors that a budget amendment be adopted to move the amount above the ceiling to a capital project fund.

   c. The County's budget and revenue spending policy provides for programs with multiple revenue sources. The Director of Finance will use resources in the following hierarchy: bond proceeds, federal funds, state funds, local funds and county funds. For purposes of fund balance classification, expenditures are to be spent from restricted fund balance first, followed in order by committed fund balance, assigned fund balance and lastly unassigned fund balance. The Director of Finance has the authority to deviate from this practice if it is in the best interest of the County.

   d. The independent auditor of the County shall monitor the County's compliance with this established Fund Balance Policy. The auditor shall report related findings and recommendations annually as part of the County audit.

4. Replenishment of Fund Balance

   a. If it is anticipated at the completion of any fiscal year that the projected or estimated amount of fund balance falls below the required levels set forth in section 3, the County Administrator shall prepare and submit in conjunction with the proposed budget a plan for the expenditure reductions and/or revenue increases necessary to restore the amount of fund balance to the minimum requirements within two (2) fiscal years.

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RESOLUTION 20-32

A RESOLUTION ADOPTING KING WILLIAM COUNTY FINANCIAL POLICIES

WHEREAS, the King William County has a responsibility to ensure it handles public funds appropriately; and

WHEREAS, written, adopted financial policies have many benefits in assisting the Board with financial management of the County; and

WHEREAS, the Finance Department recommends that Board adopt financial policies that promote sound financial management practices designed to meet the Board's goals and objectives; and

WHEREAS, staff has prepared King William County Financial Policies document that outlines procedures and safeguards for public fund management; and

NOW, THEREFORE, BE IT RESOLVED that the King William County Financial Policies, attached hereto as Attachment A is hereby adopted.

AGENDA ITEM 11.a.

King William County
Est. 1702

Board of Supervisors

County Administrator

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: June 22, 2020

To: King William County Board of Supervisors

From: Bobbie Tassinari, County Administrator

RE: FY2020 Mid-Year Actuals vs. Appropriated

SUMMARY

The mid-year appropriated versus actuals for fiscal year 2020 are attached for your review. As of June 15, 2020, General Fund revenue collections are 92.3% of the projected annual level

General Fund expenditures are at 95.7% of the projected annual level. The percentage reflects the initial and quarterly payments transferred to outside agencies, regional partners and the KWCPS. As revenue is collected these percentage differences will better align with revenue collections.

Budget Amendments identified within the report include:

- Resolution 19-60 rolling funds ($6,700) forward to FY20 to help offset the increased costs associated with new legal counsel.
- Resolution 19-61 rolling funds ($23,771.88) forward to FY20 for the EDA to utilize in starting up a grant incentive program.
- Resolution 20-04 approving the use of General Fund Unassigned funds ($62,688) to support three (3) new Fire Medic positions within the Fire and Emergency Medical Services Department.
- Resolution 20-11(R1) reimbursing the County for expenditure related to KWCPS ($181,940.49).
- Resolution 20-21 increasing the local match and appropriating the anticipated Commonwealth of Virginia funds to the County Department of Social Services (Local $52,579 and State $28,312 for a total of $80,891).

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

King William County
Est. 1702

Board of Supervisors

County Administrator

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

ATTACHMENTS

- FY2020 General Fund Revenue to Date
- FY2020 General Fund Expenditures to Date
- FY2020 Other Funds Revenue to Date
- FY2020 Other Funds Expenditures to Date

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King William County
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GENERAL FUND REVENUE CATEOGRY	FY2020 REVENUE APPROPRIATED AMOUNT	Y-T-D REVENUE COLLECTED	APPROPRIATED VS ACTUAL REVENUE DIFFERENCE
Real Property Taxes	$12,382,831.00	$10,630,951.84	$1,751,879.16
Public Service Corp. Tax	$440,000.00	$402,653.57	$37,346.43
Personal Property Tax	$3,628,410.00	$3,705,179.27	**-$76,769.27**
Machinery & Tools Tax	$1,716,819.00	$1,893,475.96	**-$176,656.96**
P & I on Taxes	$306,000.00	$332,358.46	-$26,358.46
Other Local Taxes	$1,347,820.00	$1,150,938.06	$196,881.94
Consumer's Utility Tax	$220,000.00	$228,315.65	-$8,315.65
Utility Gross Receipts	$70,000.00	$44,457.41	$25,542.59
BPOL Tax	$375,000.00	$411,813.74	**-$36,813.74**
Motor Vehicle License Tax	$415,000.00	$427,360.38	**-$12,360.38**
Bank Stock Tax	$104,000.00	$134,929.00	-$30,929.00
Recordation & Wills Tax	$205,000.00	$290,487.64	**-$85,487.64**
Food & Beverage Tax	$420,000.00	$391,421.75	$28,578.25
Animal Licenses	$5,750.00	$5,113.00	$637.00
Land Use Fees	$20,000.00	$41,829.01	**-$21,829.01**
Transfer Fees	$500.00	$706.50	**-$206.50**
Permit & Other Licenses	$294,500.00	$354,304.05	**-$59,804.05**
Fines & Forfeitures	$80,500.00	$62,504.61	$17,995.39
Bank Interest	$75,000.00	$113,707.75	**-$38,707.75**
Rev. From the Use of Property	$50,000.00	$63,366.00	**-$13,366.00**
Court Costs	$18,900.00	$3,903.10	$14,996.90
Commonwealth Atty Fees	$1,250.00	$1,166.55	$83.45
Charges for Law Enforcement	$300.00	$316.05	-$16.05
Charges Comm. Dev.	$750.00	$479.00	$271.00
Prior Yr Exp. Refunds	$0.00	$0.00	$0.00
Local Rev. Agreements	$3,500.00	$4,043.80	**-$543.80**
Local Rev. Agreements - Other	$400.00	$16,551.82	**-$16,151.82**
Recovered Costs	$44,800.00	$26,485.94	$18,314.06
Non-Categorical Aid	$1,570,331.00	$1,487,630.87	$82,700.13
Constitutional Officers	$1,340,085.00	$1,072,718.95	$267,366.05
Other Categorical Aid	$127,300.00	$154,254.31	**-$26,954.31**
Public Safety	$50,000.00	$39,855.70	$10,144.30
Fund Transfers	$260,391.00	$200,000.00	$60,391.00
SUB-TOTAL	**$25,575,137.00**	**$23,693,279.74**	**$1,881,857.26**
FY2020 SUPPLEMENTAL FUNDING	**$93,159.88**	**$0.00**	**$93,159.88**
TOTAL	**$25,668,296.88**	**$23,693,279.74**	**$1,975,017.14**

King William County
Est. 1702

Board of Supervisors

County Administrator

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

GENERAL FUND EXPENDITURE CATEOGRY	FY2020 EXPENSE APPROPRIATED AMOUNT	Y-T-D EXPENDITURES	APPROPRIATED VS ACTUAL EXPENDITURES DIFFERENCE
General/Financial Administration	$ 1,580,185.00	$ 1,577,639.62	$ 2,545.38
Board of Elections	$ 190,923.00	$ 149,867.25	$ 41,055.75
Courts	$ 353,909.00	$ 282,532.82	$ 71,376.18
Commonwealth's Attorney	$ 336,925.00	$ 282,509.36	$ 54,415.64
Law Enforcement	$ 2,775,946.00	$ 2,261,070.85	$ 514,875.15
Fire and Rescue Services	$ 1,286,302.00	$ 1,635,119.51	$ (348,817.51)
Correction and Detention	$ 991,535.00	$ 873,351.68	$ 118,183.32
Inspections	$ 187,571.00	$ 170,656.46	$ 16,914.54
Other Protection	$ 142,080.00	$ 117,623.06	$ 24,456.94
Sanitation and Waste Removal	$ 884,681.00	$ 865,746.34	$ 18,934.66
Maintenance/Building/Grounds	$ 716,623.00	$727,685.81	$ (11,062.81)
Health and Special Needs	$ 183,007.00	$ 183,007.00	$ -
Community Aid	$ 758,312.00	$ 710,900.40	$ 47,411.60
Planning and Community Development	$ 571,881.00	$513,016.85	$ 58,864.15
Environmental Management	$ 46,936.00	$46,936.00	$ -
Miscellaneous	$ 710,193.00	$ 727,004.26	$ (16,811.26)
Clearing Accounts	$ -	$ -	$ -
Transfers	$ 13,858,128.00	$13,448,462.20	$ 409,665.80
SUB-TOTAL	**$ 25,575,137.00**	**$ 24,516,550.81**	**$ 1,058,586.19**
FY2020 SUPPLEMENTAL FUNDING	**$ 93,159.88**	**$ -**	**$ 93,159.88**
TOTAL	**$ 25,668,296.88**	**$ 24,516,550.81**	**$ 1,089,058.07**

NOTE: CARES Relief funds for COVID related expenditures will be reimbursed and reflected in the July Mid-Year Report.

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OTHER FUNDS - REVENUE:

REVENUE CATEOGRY OTHER FUNDS	FY2020 REVENUE APPROPRIATED AMOUNT	Y-T-D REVENUE COLLECTED	APPROPRIATED VS ACTUAL REVENUE DIFFERENCE	NOTES
School Reserve Fund - 190	$200,000.00	$0.00	$200,000.00	
Virginia Public Assistance (Social Services) - 201	$1,390,972.00	$1,027,436.71	$363,535.29	
CARES Act - 202	$1,496,097.00	$1,496,097.00	$0.00	Funds recevied due to COVID-19
Regional Animal Shelter - 204	$309,638.00	$313,352.27	-$3,714.27	
School Operating Fund - 205	$26,670,406.00	$25,029,381.83	$1,641,024.17	
School Textbook Fund - 206	$360,000.00	$134,866.50	$225,133.50	Current FY projected at $145,412 with $214,588 PY revenue equaling total.
School Cafeteria Fund - 207	$939,430.00	$756,535.98	$182,894.02	
Forfeiture Asset Revenue - Sheriffs Office - 208	$5,000.00	$826.23	$4,173.77	
Forfeiture Asset Revenue - Commonwealth Attorney's Office - 209	$1,000.00	$93.15	$906.85	
Four-For-Life - 210	$18,000.00	$0.00	$18,000.00	
Fire Programs - 211	$39,000.00	$25.00	$38,975.00	
Victim Witness Program - 213	$128,399.00	$47,178.62	$81,220.38	
Childrens Services Act - 220	$1,398,362.00	$826,966.65	$571,395.35	
Employee Recognition Fund - 221	$2,000.00	$5,542.21	-$3,542.21	
Leave Pay Out Fund - 222	$30,000.00	$2,241.06	$27,758.94	
Emergency Management Services Billing Fund - 240	$300,000.00	$178,707.73	$121,292.27	
Cash Proffer Fund - 305	$435,500.00	$205,688.55	$229,811.45	Current FY projected at $185,000 with $265,000 PY revenue equaling total. Have exceeded current year projections.
Capital Improvement Plan Fund - 310	$2,243,450.00	$1,563,197.88	$680,252.12	
School Capital Improvement Plan Fund - 315	$2,140,690.00	$777,807.62	$1,362,882.38	

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OTHER FUNDS - REVENUE:

REVENUE CATEOGRY OTHER FUNDS	FY2020 REVENUE APPROPRIATED AMOUNT	Y-T-D REVENUE COLLECTED	APPROPRIATED VS ACTUAL REVENUE DIFFERENCE	NOTES
Debt Service Fund - 401	$2,340,690.00	$2,391,358.61	-$50,668.61	Additional funds received due to refinancing package.
Water Fund - 501	$550,000.00	$503,757.80	$46,242.20	Current FY projected at $300,000 with $95,000 PY revenue equaling total. Have exceeded current year projections.
Sewer Fund - 502	$175,000.00	$357,270.00	-$182,270.00	Current FY projected at $80,000 with $250,000 PY revenue equaling total. Have exceeded current year projections.
Parks and Recreation Fund - 503	$284,408.00	$174,613.76	$109,794.24	Current FY projected at $184,408 with $100,000 PY revenue equaling total.
School Health Insurance Fund - 606	$3,426,000.00	$3,203,835.42	$222,164.58	
School Regional Alternative Education Fund - 705	$516,224.00	$450,192.93	$66,031.07	
School Regional Adult Education Fund - 710	$252,110.00	$263,607.35	-$11,497.35	
State Sales Tax Fund - 734	$2,885,361.00	$2,491,751.26	$393,609.74	
VJCCCA Fund - 737	$186,249.00	$151,421.50	$34,827.50	
Project Life Saver Fund - 790	$5,500.00	$1,200.00	$4,300.00	
DARE Fund - 791	$900.00	$3,487.40	-$2,587.40	
Sheriff's Donation Fund - 792	$1,250.00	$1,010.00	$240.00	
Fire & EMS Donation Fund - 793	$1,000.00	$2,807.39	-$1,807.39	
Horse Rescue Fund - 794	$0.00	$0.00	$0.00	
SUB-TOTAL	$48,732,636.00	$42,362,258.41	$6,370,377.59	
FY2020 AMENDMENT TO FUNDING	$0.00	$0.00	$0.00	
TOTAL - OTHER FUNDS	$48,732,636.00	$42,362,258.41	$6,370,377.59	

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OTHER FUNDS - EXPENDITURES:

EXPENDITURE CATEOGRY OTHER FUNDS	FY2020 EXPENSE APPROPRIATED	Y-T-D EXPENSE	APPROPRIATED VS ACTUAL EXPENSE DIFFERENCE
School Reserve Fund - 190	$200,000.00	$177,807.62	$22,192.38
Virginia Public Assistance (Social Services) - 201	$1,390,972.00	$1,145,509.76	$245,462.24
Regional Animal Shelter - 204	$309,638.00	$293,067.76	$16,570.24
School Operating Fund - 205	$26,670,406.00	$21,992,827.22	$4,677,578.78
School Textbook Fund - 206	$360,000.00	$309,752.21	$50,247.79
School Cafeteria Fund - 207	$939,430.00	$772,000.30	$167,429.70
Forfeiture Asset Revenue - Sheriffs Office - 208	$5,000.00	$0.00	$5,000.00
Forfeiture Asset Revenue - Commonwealth Attorney's Office - 209	$1,000.00	$0.00	$1,000.00
Four-For-Life - 210	$18,000.00	$3,240.00	$14,760.00
Fire Programs - 211	$39,000.00	$21,731.51	$17,268.49
Victim Witness Program - 213	$128,399.00	$79,852.24	$48,546.76
Childrens Services Act - 220	$1,398,362.00	$791,253.37	$607,108.63
Employee Recognition Fund - 221	$2,000.00	$1,549.71	$450.29
Leave Pay Out Fund - 222	$30,000.00	$43,577.75	-$13,577.75
Emergency Management Services Billing Fund - 240	$300,000.00	$148,492.27	$151,507.73
Cash Proffer Fund - 305	$435,500.00	$450,645.00	-$15,145.00
Capital Improvement Plan Fund - 310	$2,243,450.00	$1,695,120.69	$548,329.31
School Capital Improvement Plan Fund - 315	$2,140,690.00	$1,793,102.64	$347,587.36
Debt Service Fund - 401	$2,340,690.00	$2,408,824.65	-$68,134.65

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OTHER FUNDS - EXPENDITURES:

EXPENDITURE CATEOGRY OTHER FUNDS	FY2020 EXPENSE APPROPRIATED	Y-T-D EXPENSE	APPROPRIATED VS ACTUAL EXPENSE DIFFERENCE
Water Fund - 501	$550,000.00	$280,317.59	$269,682.41
Sewer Fund - 502	$175,000.00	$37,631.47	$137,368.53
Parks and Recreation Fund - 503	$284,408.00	$215,133.73	$69,274.27
School Health Insurance Fund - 606	$3,426,000.00	$3,694,249.08	-$268,249.08
School Regional Alternative Education Fund - 705	$516,224.00	$383,619.91	$132,604.09
School Regional Adult Education Fund - 710	$252,110.00	$235,617.04	$16,492.96
State Sales Tax Fund - 734	$2,885,361.00	$2,491,708.20	$393,652.80
VJCCCA Fund - 737	$186,249.00	$152,516.57	$33,732.43
Project Life Saver Fund - 790	$5,500.00	$5,117.57	$382.43
DARE Fund - 791	$900.00	$0.00	$900.00
Sheriff's Donation Fund - 792	$1,250.00	$285.00	$965.00
Fire & EMS Donation Fund - 793	$1,000.00	$0.00	$1,000.00
Horse Rescue Fund - 794	$0.00	$2,100.00	-$2,100.00
SUB-TOTAL	**$47,236,539.00**	**$39,626,650.86**	**$7,609,888.14**
FY2020 AMENDMENT TO FUNDING	**$0.00**	**$0.00**	**$0.00**
TOTAL - OTHER FUNDS	**$47,236,539.00**	**$39,626,650.86**	**$7,609,888.14**

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KING WILLIAM COUNTY
LEGAL SERVICES /COUNTY ATTORNEY SANDS ANDERSON PC
FY2020

BILLING	PLANNING ZONING	COMMISSIONER	TREASURER	BOS	C.A.	COVID	MISC	TOTAL
Sep-19	3,965.00	6,003.00		2,762.50			2,827.50	15,558.00
Oct-19	2,215.41	17,181.67		3,250.00	1,630.42		59.75	24,337.25
Nov-19	5,005.00	16,266.17		1,061.67	5,183.66		71.60	27,588.10
Dec-19	2,915.00	4,842.50		-	5,460.00		96.50	13,314.00
Jan-20	7,875.83	5,395.00		3,141.67	3,282.50		53.50	19,748.50
Feb-20	9,274.15	7,345.00	751.50	2,002.33	3,072.53		26.25	22,471.76
Mar-20	1,430.00	2,925.00	-	3,250.00	4,062.50	3,185.00	2.00	14,854.50
Apr-20	65.00	8,169.67	1,110.67	704.16	2,697.50	325.00		13,072.00
May-20	4,192.50	503.75	1,378.32	1,755.00	2,437.50	195.00		10,462.07
Subtotal	36,937.89	68,631.76	3,240.49	17,927.33	27,826.61	3,705.00	3,137.10	161,406.18

Additional Legal costs

									Paid to:	Description:
8/29/2019					3,792.68				Greehan, Taves & Pandak	Commerce Park
10/10/2019					2,613.18				Greehan, Taves & Pandak	Commerce Park
11/27/2019		1,973.75							Appraisal Group	King William Place
1/8/2020		550.00							Appraisal Group	King William Place
1/31/2020		1,875.50							Appraisal Group	King William Place
4/29/2020		3,987.50							Appraisal Group	King William Place
5/14/2020					2,500.00				VRSA	EE grievance
	36,937.89	77,018.51	3,240.49	17,927.33	36,732.47	3,705.00	3,137.10	178,698.79		
	21%	43%	2%	10%	21%	2%	2%			

Regional Animal Shelter
Animal Activities Report
May 2020

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	7	45	0	0	0	0	3	5	0	0	10	50
K & Q Animal Control	6	23	1	42	0	0	1	3	0	6	8	74
King William Citizens	0	11	0	0	0	0	0	16	0	0	0	27
King & Queen Citizens	2	16	0	0	0	0	2	9	0	0	4	25
Other	0	0	0	0	0	0	0	0	0	3	0	3
Totals	15	95	1	42	0	0	6	33	0	9	22	179
Disposition (Dogs)	Reclaimed		Adopted		Transferred		Euthanized		Other		Total	
	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD
	4	40	2	19	14	89	2	30	0	1	22	179
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	4	19	0	0	0	0	0	0	0	0	4	19
K & Q Animal Control	1	3	0	0	0	0	0	1	0	5	1	9
King William Citizens	0	8	0	0	0	0	3	19	0	0	3	27
King & Queen Citizens	0	5	0	0	0	0	0	10	0	0	0	15
Other	0	0	0	0	0	0	0	0	0	0	0	0
Totals	5	35	0	0	0	0	3	30	0	5	8	70
Disposition (Cats)	Reclaimed		Adopted		Transferred		Euthanized		Other		Total	
	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD
	1	2	0	7	5	38	2	23	0	0	8	70
Feral Cats	Month	YTD	Other Species Handled									
	2	20			Month	0	YTD	0				
Other Received Explanation	6 dogs transferred in from Gloucester Co. (KQ dogs) 2/20; 3 dogs transferred in from New Kent Co. 2/20; 5 kittens born at RAS 4/20;											
Other Disposition Explanation	1 puppy died at Shelter 3/20;											
Animals On Hand	5/1/20											

Regional Animal Shelter
2020 Monetary and In-Kind Donation Record

Month	Monetary Donations	YTD Monetary Donations	In-Kind Donation Value	YTD In-Kind Donation Value
January	$ 406.00	$ 406.00	$ 560.00	$ 560.00
February	$ 195.00	$ 601.00	$ 420.00	$ 980.00
March	$ 230.00	$ 831.00	$ 160.00	$ 1,140.00
April	$ 1,633.68	$ 2,464.68	$ 620.00	$ 1,760.00
May	$ 925.00	$ 3,389.68	$ 557.00	$ 2,317.00
June				
July				
August				
September				
October				
November				
December				

NACo National Call Q&A
May 12 and May 21, 2020

The following questions were submitted to NACo staff during national membership calls on May 12 and May 21 focused on the availability of COVID-19 testing and recent legislative proposals to address the COVID-19 pandemic, respectively.

The May 12 call featured officials from the U.S. Department of Health and Human Services (HHS) and the May 21 reviewed two specific congressional proposals for state and local pandemic relief funding: the U.S. House-passed *Health and Economic Recovery Omnibus Emergency Solutions (HEROES) Act* (H.R. 6800) and the *State and Municipal Assistance for Recovery and Transition (SMART) Act* (S. _), which was recently introduced by Sens. Bob Menendez (D-N.J.) and Bill Cassidy (R-La.).

A recording of the May 12 COVID-19 testing call can be found here. To listen to a recording of the May 21 legislative update call, click here.

Click the links below to view questions by category:

- **COVID-19 Testing for States and Localities**
- **Key State and Local Government Provisions in the *HEROES Act* and *SMART Act* Proposals**
- **Counties and the Coronavirus Relief Fund (CRF)**

COVID-19 Testing for States and Localities

1. **What is the likelihood of more tests being available for the general public in the near future?**

   The availability of tests will likely vary in each state and locality. States, counties and other local jurisdictions continue to lead the way on testing in our communities and make decisions around testing sites and availability. A directory of local health departments can be accessed at this link.

2. **At what date is FEMA planning to give testing supplies to states?**

   In terms of supply distribution, states, counties and other local jurisdictions continue to lead the way on testing in our communities and make decisions around testing sites and availability. A directory of local health departments can be accessed at this link. FEMA's resource page for state, local and tribal governments can be found at this link.

3. **Going into hurricane season, how will emergency shelters in coastal states handle tests from a logistical perspective?**

   Earlier this month, FEMA issued special guidance for state, local and territorial officials to prepare for hurricane season amid the COVID-19 pandemic. In addition to FEMA's guidelines, CDC issued federal guidance around testing; however, decisions around testing logistics are made by state and local public health authorities. A full directory of county and city health departments can be accessed at this link.

4. **What will testing capabilities look like in the next few months? How will available tests evolve?**

There are currently two available tests for COVID-19: viral tests and antibody tests.

- A viral test tells you if you have a current infection.
- An antibody test tells you if you had a previous infection.

In terms of how the testing landscape will evolve, federal legislators have taken steps to broaden testing capacity at the state and local level. On the legislative side, the *Families First Coronavirus Response Act* (FFCRA) legislation passed in March established free COVID-19 testing for all individuals, including those with private insurance, Medicare Advantage or Original Medicare, Medicaid, CHIP, VA, FEHBP and TRICARE, as well as the uninsured.

On the administrative side, the U.S. Department of Health and Human Services (HHS) has partnered with pharmacy and retail companies to scale up testing availability in more communities across the country. These companies are coordinating with state and local governments to:

- Provide faster, less invasive and more convenient testing
- Protect health care personnel by eliminating direct contact with individuals showing symptoms
- Expand testing to under-tested and socially vulnerable communities across the country

HHS issued state-by-state information for pharmacy and retail companies that provide testing. The White House also published testing guidance as federal, state and local leaders consider next steps on reopening. Additionally the agency recently sent a comprehensive report to Congress required by the *Paycheck Protection and Healthcare Enhancement Act* passed last month on the federal government's COVID-19 Strategic Testing Plan.

Locally speaking, however, states, counties and other local jurisdictions continue to lead the way on testing in our communities and make decisions around testing sites and availability. A directory of local health departments can be accessed at this link.

5. **Some insurance companies are denying payment for COVID-19 testing unless it is deemed medically necessary. How will this impact testing costs for small local governments and rural hospitals that test asymptomatic individuals?**

The *Families First Coronavirus Response Act* (FFCRA) legislation passed in March established free COVID-19 testing for all individuals, including those with private insurance, Medicare Advantage or Original Medicare, Medicaid, CHIP, VA, FEHBP and TRICARE, as well as the uninsured. According to CMS guidance on the FFCRA, plans and issuers must provide this coverage without imposing any cost-sharing requirements (including deductibles, copayments, and coinsurance) or prior authorization or other medical management requirements.

CDC has advised rural clinicians to work with their state and local health departments and commercial laboratories to facilitate COVID-19 testing. The agency continues to work with states, localities, health insurance plans and other stakeholders on implementation of FFCRA. A full list of FAQs on FFCRA and CARES Act implementation can be found at this link.

Also within HHS, the Health Resources and Services Administration (HRSA) has also issued specific guidance for coronavirus testing in rural communities.

6. **How can counties be sure that testing supplies and personal protective equipment (PPE) reach state and local governments most in need?**

   Strong intergovernmental partnerships are needed to ensure proper disbursement of testing supplies, PPE and other resources to areas hit hard by the pandemic. Although states, counties and other local jurisdictions are making decisions around testing sites and availability, in many cases, federal agencies will oversee distribution of funding for key programs and resources needed by state and local governments.

   One example of a successful supply chain comes from a multi-jurisdictional partnership between New York, New Jersey, Connecticut, Pennsylvania, Delaware, Rhode Island and Massachusetts. Together, the states will "work together to identify the entire region's needs for [products], aggregate demand among the states, reduce costs and stabilize the supply chain." The partnership will also coordinate supply availability based on each state's health care infrastructure and what supplies are needed by local governments to effectively respond to the crisis.

   Additional resources and county examples of pandemic response efforts can be found at this link.

7. **Has the CDC issued guidance for state and local health officials to encourage testing among racial and ethnic minority populations? What resources are there for individuals who may experience language barriers or who distrust medical providers?**

   The CDC recently published information to help prevent the spread of COVID-19 in racial and ethnic minority communities. The federal government is also providing guidance to slow coronavirus transmission in schools, workplaces and community settings, including those serving racial and ethnic minorities. Language assistance for CDC publications and guidance can be found at this link.

8. **How are federal immigration detention centers responding to COVID-19 outbreaks in facilities?**

   According to information on the Immigration and Customs Enforcement (ICE) website, federal immigration authorities have responded by suspending social visitation in all detention facilities and officials are closely tracking the outbreak by screening and managing potential exposure among detainees. The agency is additionally "working with state and local health partners to determine if any detainee requires additional testing or monitoring to combat the spread of the virus." More information can be found at this link.

9. **Will the CDC or other federal agencies release further guidance on mitigation strategies for meat processing plants and nursing homes?**

   Yes. The CDC has issued specific guidance for meat packing facilities, available at this link and has released extensive guidance on preparing for, mitigating and testing for COVID-19 in nursing homes and long term care facilities, which can be accessed here. The Centers for Medicare & Medicaid Services (CMS) also published a Toolkit on State Actions to Mitigate COVID-19 Prevalence in Nursing Homes.

10. **In our region, we had some nursing homes denying us access for testing. In response, our governor signed an emergency executive order to gain access to nursing homes to complete testing for staff and residents. Are other states taking similar steps?**

    Yes. Multiple states including New York, Arizona, Florida, Maryland, Texas, New Jersey, Delaware, West Virginia, Pennsylvania and South Dakota are moving forward with plans to test residents and staff at long-term care facilities. Many states announced these initiatives after new state data and calls from the federal government stressed the need for more robust testing efforts. Recent data shows that in most states, long-term care facility deaths account for at least a third of total COVID-19 fatalities.

11. **Can you share a recording of the call and a list of speakers?**

    A recording of the call can be found here: COVID-19 Testing and Counties: The Local Role in the Diagnostic Blueprint.

    Speakers included:

    - **Dr. Henry Walke,** Director, Division of Preparedness and Emerging Infections, Centers for Disease Control and Prevention (CDC)

    - **Dr. Carl Newman,** Deputy Chief Scientist, Defense Threat Reduction Agency (DTRA), U.S. Department of Defense (DoD)

Key State and Local Government Provisions in the *HEROES Act* and *SMART Act* Proposals

NACo's analysis of the *HEROES Act* can be found at this link.

To view a press release about the *SMART Act*, click here.

1. **Do the *HEROES Act* and the *SMART Act* both require the states to share funding with local governments?**

   The *SMART Act* requires that states provide money to local governments within 15 days. The requirement for states to quickly deliver funding to localities was a key NACo priority in development of the *SMART Act* proposal. The *HEROES Act* provides direct funding to counties, so that money would bypass the states completely

2. **Is there a U.S. House companion bill to the U.S. Senate's *SMART Act*?**

   Reps. Tom Reed (R-N.Y.) and Mikie Sherrill (D-N.J.) are leading bipartisan companion legislation in the U.S. House. The U.S. House bill is also cosponsored by Reps. Josh Gottheimer (D-N.J.), Peter King (R-N.Y.), Tom O'Halleran (D-Ariz.), Fred Upton (R-Mich.), Ted Lieu (D-Calif.), Brian Fitzpatrick (R-Pa.), Debbie Dingell (D-Mich.) and Elise Stefanik (R-N.Y.).

3. **Does the *HEROES Act* funding for state and local governments treat all counties the same, regardless of whether they received funds in the previous round?**

   The *HEROES Act* would provide direct and flexible funding to counties of all sizes regardless of whether they received funds in the previous round. The county portion would be based on a population formula with a minimum allocation per county.

4. **Can funds from the *HEROES Act* be used to reimburse funds expended from other federal formula funds, such as TANF or WIOA? What if these funds are used for COVID-related services for clients?**

   No. The direct funds provided to counties under HEROES Act would not be eligible for services currently funded by other federal programs.

5. **To clarify, does the funding for states and local governments in the *HEROES Act* allow relief funds to replace lost revenue?**

   Yes. The *HEROES Act* would add "lost revenue" along with "expenditures" as eligible activities for existing CARES Act's Coronavirus Relief Fund (CRF) and any new federal fiscal aid.

Counties and the Coronavirus Relief Fund (CRF)

View NACo's analysis of the Coronavirus Relief Fund here.

6. **Under the CARES Act, can we use the Coronavirus Relief Fund (CRF) for salaries of law enforcement, corrections officers and health providers, even if budgeted?**

   According to U.S. Treasury information published on May 4, CRF may support a "broad range of uses," including payroll expenses for several classes of employees whose services are "substantially dedicated to mitigating or responding to the COVID-19 public health emergency." These employees include public safety, public health, health care, human services and similar employees whose services are **substantially dedicated** to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered.

   This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities. However, Treasury notes that a public function does not become a "substantially different use" merely because it is provided from a different location or through a different manner.

7. **Is there any prohibition for a county to fund a religious nonprofit, such as Catholic Charities, with CRF dollars?**

   There is no clear language in Treasury's guidance that would not allow CRF dollars to be used for religious nonprofits. Currently, there are a few counties that are using their dollars towards supporting nonprofits (non-religious). However, the county must be sure to note WHY payments to religious nonprofits are a COVID-19 related expense.

8. **Would both grants and loans to small businesses be reimbursable under the CARES Act?**

   According to U.S. Treasury guidance, CRF funds can be used to cover expenditures related to the provision of grants and short-term loans to small businesses to reimburse the costs of business interruption caused by required closures.

9. **Is there a list of counties that are directly eligible for funding under the CARES Act Coronavirus Relief Fund?**

   Yes. The U.S. Treasury has a list of eligible local governments that can be found here.

10. **We heard FEMA and the White House announced that CRF payments are allowed to be used towards the FEMA cost share. However, is that allowed for direct CRF counties (entitlement) or just non-entitlement?**

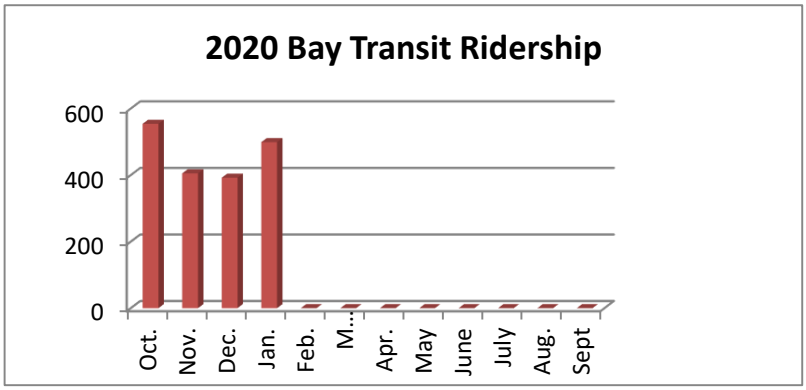
On a May 20 White House COVID-19 call, intergovernmental affairs staff stated that President Trump approved that CRF payments will be allowed to be used towards the FEMA cost share requirements under the Stafford Act. During this same call, FEMA IGA officials confirmed that CRF payments can be used towards the cost share. We expect additional guidance from the U.S. Treasury to be released in the coming days. It is our understanding that counties, both entitlement and non-entitlement, can use CRF payments for the FEMA cost share. There has been no communication from the U.S. Treasury, FEMA or the White House that there is any sort of distinction between the two. However, we do know that there are still ongoing conversations on exact details of this new information and that the U.S. Treasury and FEMA plan to release additional guidance.

BAY TRANSIT
A DIVISION OF BAY AGING

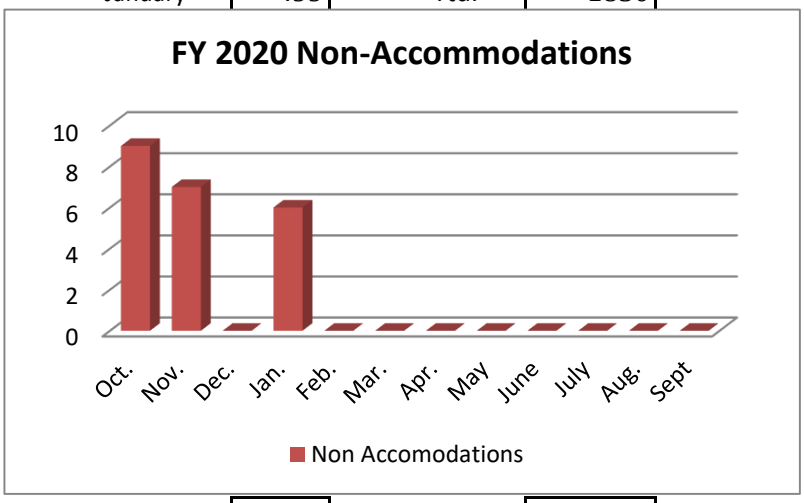
THE COUNTY OF

...Serving... **King_William**

Bay Transit began providing public transportation services to the citizens of King William County, five days a week, in October 2001. New Freedom services for the disabled started in FY 2011. Following is a snapshot of the services delivered year-to-date FY 2020.



January 499 Ytd. 1850



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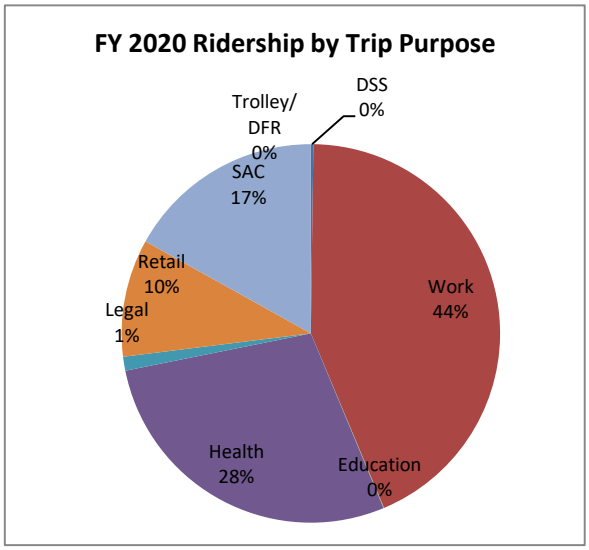

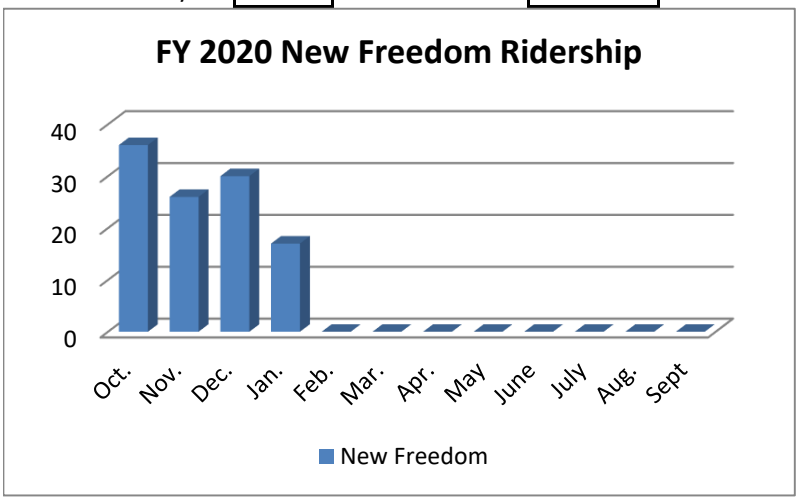

January 17 Ytd. 109

Ridership Comments

BAY TRANSIT
A DIVISION OF BAY AGING

THE COUNTY OF

...Serving... **King_William**

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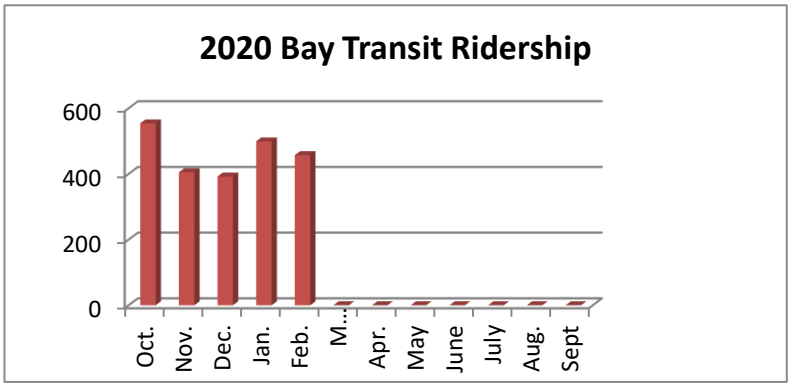
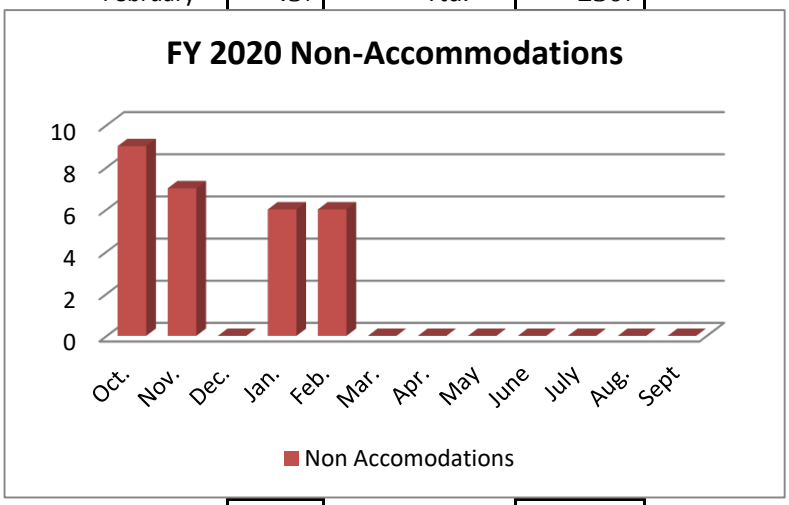
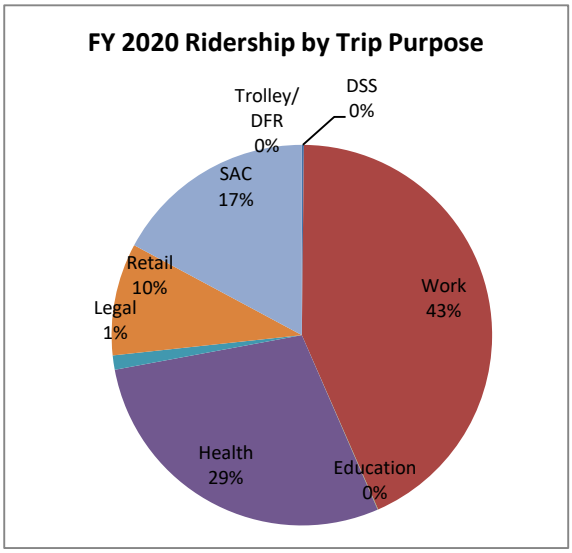
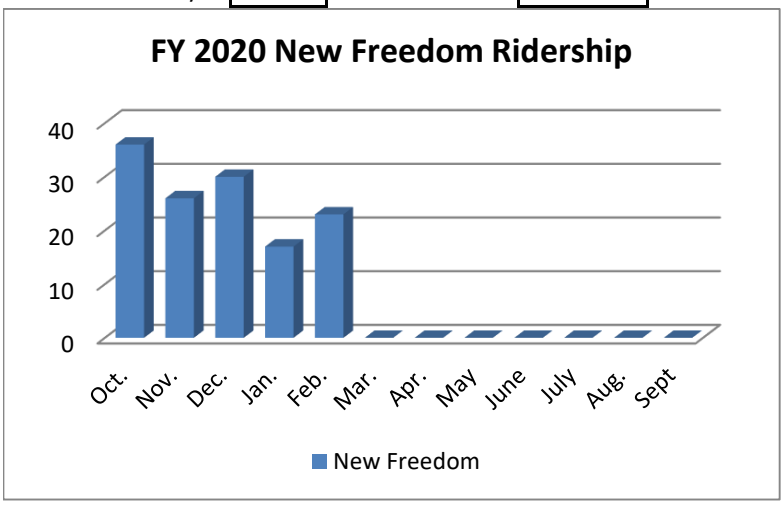


February	457	Ytd.	2307



February	6	Ytd.	28





February	23	Ytd.	132

Ridership Comments

BAY TRANSIT
A DIVISION OF BAY AGING

THE COUNTY OF

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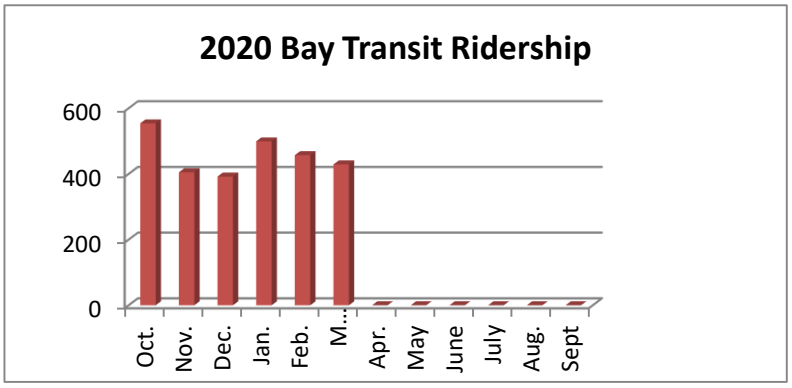
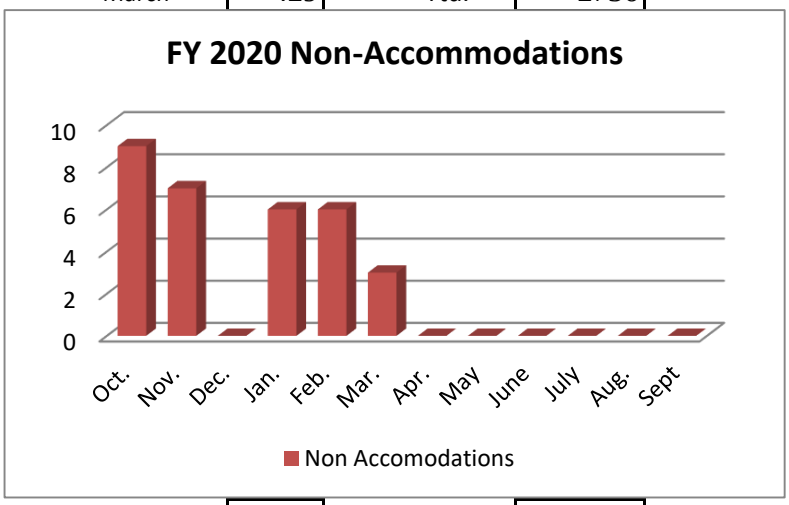
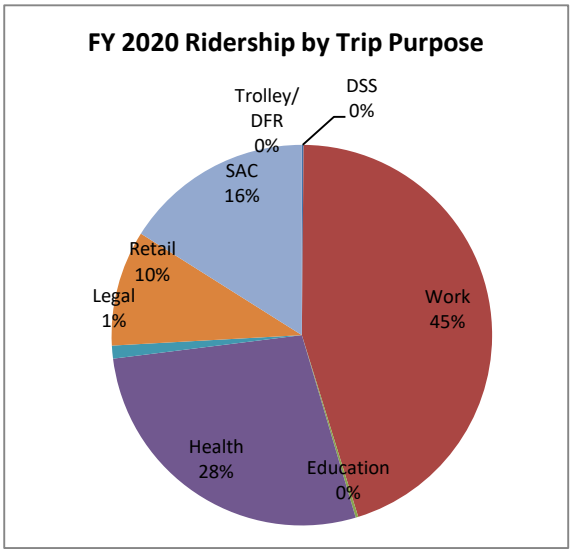
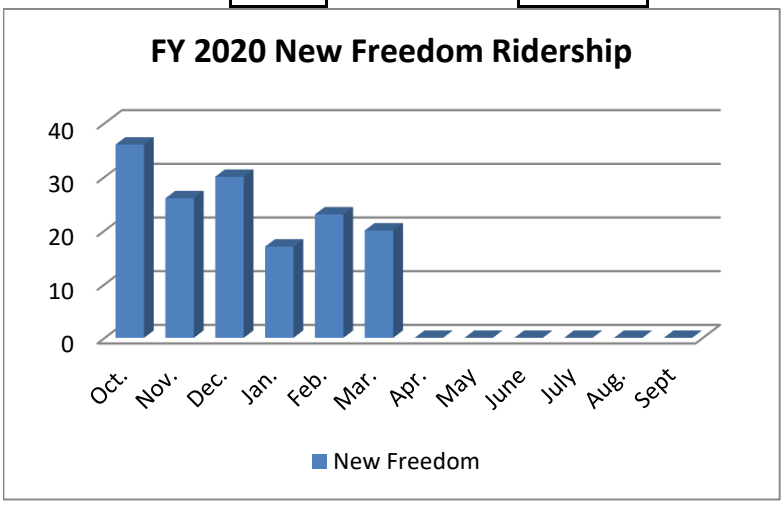


March	429	Ytd.	2736



March	3	Ytd.	31





March	20	Ytd.	152

Ridership Comments

BAY AGING
DIGNITY AT EVERY AGE
P.O. Box 610 • 5306 Old Virginia Street Urbanna, VA 23175 • 804-758-2386 • www.bayaging.org

May 18, 2020

Dear County Administrator:

Bay Aging is pleased to provide you with following updates related to our COVID-19 activities and CARES Act funding.

First, our Bay Transit division received official notice last week of an additional operating grant through the CARES Act that will support the majority of our operating budget for FY 2021. These funds are not subject to typical local match requirements. As a result, we are able to reduce our previous budget request for Bay Transit by 75% for FY2021. This CARES Act funding was designed to reduce the budgetary demands on our localities while maintaining public transit service, so we hope this will help as you finalize your annual budgets during this trying time. We will follow up with actual numbers later this week.

Second, Bay Aging has received requests from several localities to provide services under the CARES Act funding that has recently been made available to towns and counties, and we wanted to offer our services to all our local partners as we continue operating through this crisis.

For the past two months Bay Aging frontline workers have been placing their own lives at risk to ensure our older adults and people living with disabilities continued to receive the care they needed to stay healthy. While requests for Bay Transit services have dropped significantly, we continue full service while drivers ensure that critical medical appointments can be met and that essential workers can commute to their jobs. Volunteers and staff are delivering meals, picking up groceries and prescription medications, and providing critical in-home care services so older adults and people living with disabilities can remain in their homes and reduce the risk of infection.

We enhanced meal delivery by engaging more than 15 local restaurants in preparing hot dinners for our clients, which are being delivered by a team of volunteers established specifically for this program. We have also expanded services with a mobile food pantry, purchasing and delivering groceries to 250 residents over the last week.

In the meantime, other staff maintained a remote work and remote customer interaction infrastructure to be responsive to needs in a more sustainable capacity.

Through these new, COVID-related programs Bay Aging is ideally positioned to continue serving our community during this crisis. In so doing we could efficiently leverage a portion of your CARES Act funding that must be spent on COVID-19 mitigation before the end of 2020

Please contact Kathy Vesley, President / CEO at 804-758-2386 x1217 or kvesley@bayaging.org to discuss this further.

Sincerely,

Kathy Vesley
President / CEO

BAY AGING
DIGNITY AT EVERY AGE
P.O. Box 610 • 5306 Old Virginia Street Urbanna, VA 23175 • 804-758-2386 • www.bayaging.org

Bay Aging Responds to the COVID-19 Pandemic

"Helping Neighbors" initiative launches across the Northern Neck and Middle Peninsula

To support seniors, and those with underlying health conditions, to stay safely in their homes during the Coronavirus outbreak, Bay Aging launched its "Helping Neighbors" initiative throughout the Northern Neck and Middle Peninsula in late April. Since April 27th, we have been delivering over 1,300 home cooked meals per week (nearly 5,500 per month) to area residents who want to stay in their homes and stay safe during this crisis. Several people have also signed up for meal, grocery and prescription medicine deliveries through the Bay Aging website. Helping Neighbors is operating in addition to Bay Aging's Meals on Wheels program.

"The best people to help their communities are those within them," said Kathy Vesley, President and CEO of Bay Aging. "We also launched Helping Neighbors in support of area businesses. We were very intentional about partnering with local restaurants as COVID-19 is clearly both a public health and economic crisis. Helping Neighbors will assist in addressing both issues and, thanks to volunteer recruitment support we received from Delegate Keith Hodges, we are fortunate to have a large enough cadre of volunteers to make it happen."

The meals are being prepared by seventeen area restaurants including Angelo's Pizza Co. in Montross, Linda's Diner in Mathews, Nino's Pizza in Callao, Bella's in Tappahannock, Olivia's in the Village (Gloucester) and Denson's Chesapeake Bay Farm to Table restaurant in Colonial Beach. As Brian Oliff, owner of Angelo's noted, "I've made some sound investments in my life but the one that yields the greatest return is helping people in need. We're going to be preparing fried chicken, fresh fish, beef dishes and lots of fresh vegetables. It will be a really varied and healthy menu all made with love."

Tony & George's Seafood & Italian Restaurant helps kick-off service

Helping Neighbors was pilot tested in mid-April in West Point when the appreciative residents of Bay Aging's Winters Point senior apartments were treated to delicious home cooked meals donated by Tony & George's Seafood & Italian Restaurant. The meals were delivered by head waitress Carmen Mayfield, who has worked at Tony & George's for over fifteen years. Ms. Mayfield, clad in a protective mask and gloves, greeted residents with the enticing aroma of fried chicken, mashed potatoes with gravy, green beans, a warm dinner roll and a homemade brownie for dessert. "The Winters Point residents gave us a card thanking us for our kindness. It was lovely seeing the appreciation on their faces," Ms. Mayfield said.

Bay Aging website provides Community Services List

Through a survey of area grocery stores and pharmacies, Bay Aging developed a guide that identifies businesses that offer special shopping hours for older residents, curbside delivery and even home delivery services. This comprehensive list of area grocery stores and pharmacies and any relevant services they are offering can be found at: https://bayaging.org/community-services-during-covid-19-em…/

Senior Outreach Call Center: staying in touch despite social distancing

Social distancing is the new normal. This is especially true for the 317 households of vulnerable seniors living in Bay Aging's ten income-restricted senior apartments across the core service area. The new senior outreach call center was established for staff to conduct regular wellness checks with almost 1,600 apartment residents, day care, congregate, and Meals on Wheels consumers several times weekly. Wellness checks have always been an integral part of Bay Aging's Meals on Wheels service so making phone calls or waving and talking from afar are very important to prevent loneliness and isolation while social distancing.

Bay Transit focuses on passenger and driver safety

There are many heroes who deserve recognition during this crisis including the men and women driving buses for our nation's transit systems and our own Bay Transit drivers and staff. As much as possible, Bay Transit continues to operate as "normal" providing on demand services throughout the area from Monday through Friday from 6 AM to 6 PM. To safeguard drivers and riders alike, employee health checks are performed on all Bay Transit employees at the beginning of their shift every day, including checking for COVID-19 symptoms and taking their temperature. All buses are being disinfected several times a day. To minimize passenger and driver interaction, Bay Transit has suspended all fare collection. That means all passengers ride for free until further notice. As customers call in to schedule rides, they are pre-screened. To facilitate social distancing while on the bus, we limit buses to a maximum of three people, have installed plexiglass barriers around the driver's seat and have seats taped off to keep riders separated from each other and away from the bus driver. In coordination with area hospitals, Bay Transit has suspended stops at Urgent Care facilities and hospitals along our fixed route lines in Gloucester and Essex County. As customers call in to schedule rides, we are asking them to limit travel to essential rides to work, medical appointments, the bank and shopping for necessities and we ask riders to wear face masks while riding on Bay Transit buses.

Surging demand for meals

Increased food insecurity is an unfortunate biproduct of the COVID-19 crisis. Bay Aging's Meals on Wheels program has experienced a surge in demand resulting in an eighty-one percent increase in the number of meals we are serving to over 20,350 per month. Enrollment has also expanded from the addition of clients from Bay Aging's Adult Day Care and Active Lifestyle Centers which were closed in accordance with the Governor's orders. Shelf stable meals are augmenting meal deliveries to further safeguard recipients from food shortages and meals are complemented with fresh fruits and vegetables through our partnership with Healthy Harvest Food Bank. Some meals being delivered to younger people with disabilities who do not meet Older Americans Act qualifications, and some to children in the homes of older adults, are being paid for with private monies.

Veteran Meals on Wheels Volunteer Carol Hamlett and Middlesex Board of Supervisors Vice Chairman John Koontz delivering meals.

Food Lion gift cards help those in need

Helping Neighbors is just one of several initiatives Bay Aging has launched in response to the COVID-19 crisis. Through a generous donation from the Food Lion Feeds Foundation, Bay Aging is also distributing Food Lion gift cards to a hundred of the neediest seniors throughout the region. "These gift cards will be a lifeline to many area residents who are in dire need of toiletries, pet food and other necessities not provided through our Meals on Wheels program," said Bay Aging's President and CEO Kathy Vesley. "At Food Lion, we're committed to nourishing our neighbors, and we know the towns and cities we serve are counting on us more than ever during this unprecedented time," said Jim Giffin, local Food Lion Director of Operations. "We're proud to support organizations such as Bay Aging that are working hard to help make sure our neighbors don't have to worry about where their next meal will come from."

The New Normal: virtual training and telehealth

Bay Aging's VAAACares team completed a statewide VIRTUAL training to certify twenty-five additional health coaches. Statewide Health Coaches are conducting telephonic interventions and when needed, will pick-up food from local Food Bank, etc. and deliver to the patient's door.

Bay Aging's Home Care Services division continues to provide in-home aid services for those who are nursing home eligible. We are serving between 25 and 30 clients per day. Aides are equipped with gloves and masks for in-home visits and are also calling 81 clients on a routine basis to check on them and ensure their needs are being met.

Taking care of veterans

Bay Aging's Veteran Directed Care program staff have maintained current services for approximately 250 employers and over 300 employees while enrolling new veterans as referrals are received from Veterans Administration Medical Centers. Bay Aging also led a nationwide web training session about using telehealth to enroll veterans into Veteran Directed Care and check in with them during the pandemic.

Dementia Friendly Middle Peninsula and Northern Neck

To support people living with dementia and their caregivers, an online newsletter containing resources for community assistance related to COVID-19 and what families need to know during COVID-19 was distributed to community organizations and clients. The coronavirus pandemic can be especially challenging for people living with dementia. We believe it is important for people to know they are not alone during these challenging times. Our new Dementia Friendly Middle Peninsula and Northern Neck website can be found at: https://dementiafriendlympnn.wordpress.com/about/.

Partnerships and activities established due to the pandemic:

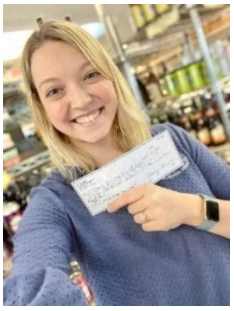
- Kathy Vesley, President and CEO of Bay Aging was appointed to the Governor's Task Force on Long Term Care as Impacted by COVID-19
- Collaborated with area public schools, with special thanks to the Middlesex and Essex County Public School Boards, to redeploy Personal Protection Equipment (PPE) and cleaning supplies no longer needed after schools were closed
- Volunteer recruitment support for the Helping Neighbors initiative from Delegate Keith Hodges and his staff
- Partnered with area restaurants to deliver donated meals to residents of two Bay Aging senior apartments in West Point and Urbanna to pilot test Helping Neighbors initiative
- Area departments of social services, local and state governments, and many other community partners

New funding opportunities

- Funding requests were submitted to:
    - River Counties Community Foundation
    - Mathews Community Foundation
    - Gloucester Community Foundation
    - Meals on Wheels America
    - Dominion Energy
    - Food Lion Feeds Foundation
    - The Walmart Foundation

    - The Virginia Department of Housing and Community Development

- Bay Aging has received generous donations from the following:
    - The Gloucester Rotary Club
    - Atlantic Spray Systems
    - The Gloucester Ruritan Club
    - The Abingdon Ruritan Club
    - The Middlesex County Rotary Club
    - Anthem HealthKeepers Plus
    - Kelsick Specialty Market
    - Food Lion Feeds Foundation
    - The Walmart Foundation
    - The Joyful Hands Ladies Circle (Severn Church)



Summary:

Bay Aging appreciates the many community partners, volunteers and donors who have helped us deploy these initiatives and quickly respond to COVID-19 challenges. We continue to explore, plan and launch new programs such as our "Mobile Food Pantry" which will begin the week of May 11th. Partnering with local community grocery stores such as the Urbanna Supermarket, Bay Aging will purchase and deliver bags of shelf-stable groceries to older residents throughout our core service area in the Northern Neck and Middle Peninsula. For more information about how Bay Aging is responding to COVID-19, please contact Michael Norvell at mnorvell@bayaging.org or Kathy Vesley at kvesley@bayaging.org.

AGENDA ITEM 12
BoS Comments

AGENDA ITEM 13.a.
Closed Session

I move that the Board enter closed session as permitted by Virginia Freedom of Information Act Subsections 2.2-3711(A)(7), (A)(8) and (A)(1) to consult with legal counsel regarding probable litigation on certain tax appeals where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body, to consult with and receive advice from the county attorney regarding the tax appeals and directly related matters and to to discuss appointment, performance and resignation of a county administrator.

November 2017

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 list 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 one of the following):

☐ 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 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 Section 2.2-3711(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 one of the following):

☐ 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 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 Section 2.2-3711(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:

☐ 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.

☐ **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:

☐ 1. discuss the award of a public contract involving the expenditure of public funds;

☐ 2. interview bidders or offerors;

☐ 3. discuss the terms or scope of a public contract.

BOARD OF SUPERVISORS
COUNTY OF KING WILLIAM
KING WILLIAM, VIRGINIA

Resolution

At a [regular or special] meeting of the King William County Board of Supervisors held in the King William County Administration Building, on the _____ day of _____, 20____:

Present	Vote
William L. Hodges	
Travis J. Moskalski	
Stephen K. Greenwood	
C. Stewart Garber, Jr.	
Edwin H. Moren, Jr.	

On motion of _____, seconded by _____, which carried _____, the following resolution was adopted:

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 by the King William County Board of Supervisors this the _____ day of _____, 20___, hereby certifies that, to the best of each member's knowledge, (1) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed 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.

AGENDA ITEM 14.
Appointments

VACANCIES:

Recreation Commission
Social Services Board

RESOLUTION 20-33

APPOINTMENT/REAPPOINTMENT TO MIDDLE PENINSULA PLANNING DISTRICT COMMISSION – MIDDLE PENINSULA ALLIANCE

WHEREAS, the term of Travis J. Moskalski on the Middle Peninsula Planning District Commission has been vacated as of June 22, 2020, 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 the County of King William, Virginia that Edwin H. Moren, Jr. be appointed to the aforementioned organization for a term ending December 31, 2020.

DONE this the 22nd day of June, 2020.