



County of King William, Virginia

**BOARD OF SUPERVISORS
WORK SESSION MEETING OF JULY 11, 2022 - 7:00 PM
KING WILLIAM COUNTY ADMINISTRATION BUILDING
KING WILLIAM, VIRGINIA**

AMENDED AGENDA

1. **Call to Order**
2. **Roll Call**
3. **Review and Adoption of Meeting Agenda**
4. **Work Session Matters**
 - a. General Reassessment Update - Fred Pearson, Pearson's Appraisal Service, Inc.
~~Virginia Risk Sharing Association (VRSA) Presentation - Nora Pierre, Account Executive & Peter Stephenson, Local Government Specialist Moved to August 8th Work Session~~
 - b. King William Little League Season Summary - Mike Maiorana, League President
 - c. Donation of 2006 Ford E350 Ambulance to King William County Public Schools - Stacy Reaves, Fire Chief
 - d. Burn Permits & Fees and Recommended Changes to County Code Chapter 34 - Fire Prevention and Protection - Stacy Reaves, Fire Chief
 - e. Establishment of King William County Community Emergency Response Team (CERT) - Stacy Reaves, Fire Chief and Willie Jones, Assistant Fire Chief
 - f. Cigarette Tax Update - Steve Hudgins, Deputy County Administrator
 - g. Property-Split for Central Garage Water Tower Site Update - Steve Hudgins, Deputy County Administrator
 - h. Proposed Changes to County Code Section 10.69 - Dogs Running at Large - Percy C. Ashcraft, County Administrator
 - i. VA250 Committee Formation - Percy C. Ashcraft, County Administrator
 - j. ~~Authorizing the County Administrator to Sign VATI Contract - Steve Hudgins, Deputy County Administrator~~
5. **Board of Supervisors' Requests**

6. Closed Meeting

- a. Motion to Convene Closed Meeting in accordance with Section 2.2-3711 (A)(1) of the Code of Virginia to consider a personnel matter involving the performance of a specific public employee and salary of a specific public officer, appointee, or employee; in accordance with Section 2.2-3711 (A)(7) to consult with legal counsel, consultants, and/or staff on a matter of actual litigation in which the County is involved and on a matter of probably litigation in which the County may become involved; and in accordance with Section 2.2-3711 (A)(8) of the Code of Virginia to consult with legal counsel on a specific legal matter regarding salaries requiring the provision of legal advice by counsel.
- b. Motion to Reconvene in Open Session
- c. Certification of Closed Meeting
- d. Action on Closed Meeting (if necessary)

7. Adjourn or Recess

NOTES REGARDING AGENDA:

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

There is no Public Comment Period during Work Sessions.

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

Detailed instructions for viewing live-streams of meetings, signing up to speak via Zoom (registration required by noon on the day of the meeting), and general guidelines for Public Comment & Public Hearings are available from the [King William County website](#).

AGENDA ITEM 4.c.

Donation of 2006 Ford E350 Ambulance to King William County Public Schools - Stacy Reaves, Fire Chief

**RESOLUTION 22-XX
DONATION OF 2006 FORD E350 AMBULANCE
TO KING WILLIAM COUNTY PUBLIC SCHOOLS**

WHEREAS King William County Public Schools currently offers Career and Technical Education (CTE) programs which can lead to credentials that qualify students for a range of career opportunities from entry to professional level; and

WHEREAS King William High School will offer an Emergency Medical Technician CTE program beginning with the 2022-2023 school year; and

WHEREAS King William County Fire & EMS currently has an out-of-service 2006 Ford E350 ambulance, identified as fleet vehicle 1802, which could benefit the KWHS EMT CTE program and provide an opportunity for students to learn in a real-world environment; and

WHEREAS Section 15.2-951 of the Code of Virginia allows localities to dispose of personal property within and outside the localities as defined in §2.2-1124, and

WHEREAS King William County Fire & EMS desires to donate this ambulance to KWHS and KWHS has indicated their desire to acquire the equipment;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of King William County, Virginia that the out-of-service 2006 Ford E350 ambulance, identified as fleet vehicle 1802, be donated to King William High School for their use in their Emergency Medical Technician CTE program; and

BE IT FURTHER RESOLVED that the King William County Board of Supervisors and Fire & EMS Department express their appreciation to King William County Public Schools for the quality programs offered through their Career and Technical Education programs.

DONE this 25th day of July, 2022.

AGENDA ITEM 4.d.

Burn Permits & Fees and Recommended Changes to County Code Chapter 34 - Fire Prevention and Protection - Stacy Reaves, Fire Chief



County of King William, Virginia

BOARD OF SUPERVISORS

Stacy G. Reaves
Fire Chief

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

MEMORANDUM

DATE: July 11, 2022
TO: King William County Board of Supervisors
FROM: Stacy G. Reaves, Fire Chief
SUBJECT: Burn Permits & Fees and Recommended Changes to County Code Chapter 34 - Fire Prevention and Protection

REQUEST FOR ACTION

- Provide guidance and approval to move forward in advertising a Public Hearing for recommended changes to County Code Chapter 34 – Fire Prevention and Protection and to creating a resolution adopting a \$25 Burn Permit Fee.

SUMMARY

The requirement of a burn permit and payment of a fee was questioned. Staff was unable to find any evidence that the Board of Supervisors initiated this process or fee in the past, however, the authority to charge this fee falls to the Fire Marshal per the Virginia Statewide Fire Prevention Code (SFPC), section 104, and the Board authorized the Fire Marshal to enforce the SFPC both in County Code 34-3 and by resolution.

Enforcement of the SFPC should be stated as an official action of the locality. King William County has not made such an official statement other than by stating the county fire marshal department is authorized to enforce it. Staff recommends strengthening the language concerning the County's enforcement of the SFPC, adding the authority to appoint a county fire marshal to the Fire Chief, stating the authority of the fire official to require operational permits per the SFPC, and allowing the County to charge a fee for such permits which will be established by resolution. Requiring the fee to be established by resolution avoids having to change the County Code in the future if fees are to be changed, added, or eliminated.

ATTACHMENTS

- Recommended Changes to County Code
- Burn Permit Application
- Applicable State Code and SFPC References

180 Horse Landing Road #4 • King William, VA 23086
(804) 769-4961 • sreaves@kingwilliamcounty.us
kingwilliamcounty.us

Chapter 34 FIRE PREVENTION AND PROTECTION

Recommended Ordinance Changes

Sec. 34-1. 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.

Sec. 34-2. Findings.

King William County Fire and Emergency Services, Mangohick Volunteer Fire Department, West Point Volunteer Fire and Rescue Department, and Walkerton Community Fire Association are recognized as an integral part of the official safety program of this county.

The Mattiponi Rescue Squad, the King William Volunteer Fire Department, including the King William Volunteer Rescue Squad, the West Point Volunteer Fire Department, including the West Point Volunteer Rescue Squad, and the Mangohick Volunteer Fire Department including the Mangohick Volunteer Rescue Squad are recognized as an integral part of the official safety program of this county.

Sec. 34-3. Statewide fire prevention code.

- (a) King William County complies with the provisions of the Virginia statewide fire prevention code (SFPC) in its entirety and assigns enforcement responsibility to the King William County Fire & EMS fire chief and to any county fire marshal who the fire chief may appoint.
- (b) The county fire marshal department fire chief is authorized to enforce the provisions of the statewide fire prevention code pursuant to chapter 9 of title 27 of the Code of Virginia (Code of Virginia, § 27-94 et seq.) and to appoint a county fire marshal, who may also be referred to as the local fire official or local arson investigator pursuant to §27.30 of the Code of Virginia. Such fire marshal is authorized to enforce the SFPC as provided by §27-34.3 of the Code of Virginia and to exercise the powers of right of entry to investigate the release of hazardous material, hazardous waste, or regulated substances as provided for by §27-37.1 of the Code of Virginia. The board of supervisors may, by resolution, authorize the exercise of police powers by the fire marshal as provided for by §27-34.2 and §27-34.2:1 of the Code of Virginia.
- (c) The fire official and fire chief may regulate or prohibit the making of fires in streets, alleys, and other public places and regulate the making of fires on private property pursuant to §15.2-922.1 of the Code of Virginia.
- (c) Operational permits may be required by the fire official as permitted under the SFPC, except that the fire official shall require permits for the manufacturing, storage, handling, use, and sale of explosives. The county may charge a fee for such permits as provided for by §15.2-1125 of the Code of Virginia. The amount of such fees will be as established from time to time by resolution of the board of supervisors.



*King William County
Founded 1702 in Virginia*

**KING WILLIAM COUNTY
FIRE MARSHAL'S OFFICE
180 Horse Landing Road
King William, VA 23086
Planning – 804-769-4980**



BURN PERMIT PROCESS

1. Complete all blanks, site plan, and sign and date all pages.
2. Permit Fee is \$25.00 (see page 3).
3. Planning will review permit application and issue an invoice to applicant.
4. Applicant will pay invoice via the Treasurer's Office by cash, check, or card.
5. Once paid, the Planning Department will give the permit to the Department of Fire and EMS.
6. Once reviewed the applicant will be contacted by the Department of Fire and EMS as to the status of the application.
7. Application must be submitted 3 business days prior to burning operations.



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KING WILLIAM COUNTY

FIRE MARSHAL'S OFFICE

180 Horse Landing Road
King William, VA 23086
Planning – 804-769-4980



BURN PERMIT REGULATIONS

Burn permit application for the disposal of debris waste resulting from property maintenance or land disturbance. Residential burning of natural vegetative debris in piles 4 feet long by 4 feet wide and 4 feet high or smaller do not require a burn permit.

The following conditions shall be met for the purpose of a burning operation.

1. If any power lines are near the burn site, the respective power company must be contacted for the approval of the burn. Written approval must be submitted along with the burn application.
2. If burning is going to take place less than 500 feet from an occupied structure you must have written permission from the owner. Written permission from the owner must be submitted along with the burn application.
3. All reasonable effort shall be made to minimize the amount of debris burned, with the number and size of the burn piles.
4. The material to be burned shall consist of brush, stumps, and similar debris waste and **SHALL NOT** include non-natural material (i.e. tires, shingles, plastics, chemicals and other man-made items).
5. The burning shall be attended at all times and conducted to ensure the best possible combustion with a minimum of smoke being produced.
6. The immediate area around the burn piles shall be free from any flammable or combustible materials.
7. The burning shall be conducted only when prevailing winds are away from any city, town or build up area.
8. The burning shall be in compliance with the Virginia Department of Forestry and the Virginia Department of Environmental Quality, Laws and Regulations. Laws and Regulations can be obtained from the Department of Forestry at www.dof.virginia.gov/laws/fire-laws.htm and the Department of Environmental Quality at www.deq.virginia.gov
9. No burning shall be allowed prior to 4:00pm during the following time periods. February 15th-April 30th and October 15th–November 30th.
10. If the applicant is burning a structure a certificate or letter stating the structure is free from asbestos must be provided with this application. This can be obtained from a licensed asbestos removal contractor.
11. The application, along with any other required documents, shall be submitted to the Fire Marshal's Office for review prior to the issuance of the burn permit.
12. If all provisions are complied with a permit will be issued to the applicant.
13. Any violation of the Code of King William Chapter 34 is punishable as a Class 1 misdemeanor.
14. By signing below, you acknowledge that you understand all of the above provisions.

Signature: _____ Date: _____



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**KING WILLIAM COUNTY
FIRE MARSHAL'S OFFICE**
180 Horse Landing Road
King William, VA 23086
Planning – 804-769-4980



BURN PERMIT APPLICATION

Note: This application must be submitted at least 3 business days prior to the burning operations.

Applicant

NAME: _____ PHONE: _____

MAILING ADDRESS: _____

BUSINESS NAME: _____ PHONE: _____

PERMIT HOLDER

DATE AND TIME OF BURN: _____

PERSON IN CHARGE OF BURNING OPERATIONS: _____

PERMIT LOCATION (911 ADDRESS): _____

FIRE DEPARTMENT CLOSEST TO PERMIT LOCATION: _____

PHONE NUMBER FOR PERSON IN CHARGE: _____ MOBILE: _____

Permit fee of \$25.00 must be paid before the permit will be issued. Checks shall be made payable to King William County Treasurer.

I hereby certify that the forgoing information in this application is true and correct to the best of my knowledge. I also hereby understand that I must comply with all state and county burn laws and regulations. I also understand that non-compliance can result in being charged with a Class 1 misdemeanor. You may be held liable for all firefighting costs incurred if you fail to maintain control of the fire and the fire department or the Virginia Department of Forestry is required to intervene to control and extinguish the fire.

SIGNATURE: _____ DATE: _____

(Applicant)

Authorized Signatures Required to Issue this Burn Permit

SIGNATURE: _____ TITLE: _____ DATE: _____

(County Fire Chief or Designee)

SIGNATURE: _____ TITLE: _____ DATE: _____

(Fire Marshal/Deputy Fire Marshal)



*King William County
Founded 1702 in Virginia*

KING WILLIAM COUNTY
FIRE MARSHAL'S OFFICE
180 Horse Landing Road
King William, VA 23086
Planning – 804-769-4980



SITE PLAN:

SIGNATURE: _____

DATE: _____

(Applicant)

VIRGINIA STATEWIDE FIRE PREVENTION CODE

SECTION 104 - ENFORCEMENT

104.1 Local enforcement. Any local government may enforce the SFPC following official action by such body. The official action shall (i) require compliance with the provisions of the SFPC in its entirety or with respect only to those provisions of the SFPC relating to open burning, fire lanes, fireworks, and hazardous materials and (ii) assign enforcement responsibility to the local agency or agencies of its choice. Any local governing body may establish such procedures or requirements as may be necessary for the administration and enforcement of this code. If a local governing body elects to enforce only those provisions of the SFPC relating to open burning, it may do so in all or in any designated geographic areas of its jurisdiction. The terms "enforcing agency" and "fire official" are intended to apply to the agency or agencies to which responsibility for enforcement of the SFPC has been assigned. The terms "building official" or "building department" are intended to apply only to the local building official or local building department.

SECTION 107 - PERMITS AND FEES

107.2 Permits required. Operational permits may be required by the fire official as permitted under the SFPC in accordance with Table 107.2, except that the fire official shall require permits for the manufacturing, storage, handling, use, and sale of explosives. In accordance with Section 5601.2.3.1, an application for a permit to manufacture, store, handle, use, or sell explosives shall only be made by a designated individual.

Open burning. An operational permit is required for the kindling or maintaining of an open fire or a fire on any public street, alley, road, or other public or private ground. Instructions and stipulations of the permit shall be adhered to. Exception: Recreational fires.

SECTION 108 - OPERATIONAL PERMITS

108.1 General. Operational permits shall be in accordance with Section 108. The fire official may require notification prior to (i) activities involving the handling, storage or use of substances, materials or devices regulated by the SFPC; (ii) conducting processes which produce conditions hazardous to life or property; or (iii) establishing a place of assembly.

108.1.1 Permits required. Operational permits may be required by the fire official in accordance with Table 107.2. The fire official shall require operational permits for the manufacturing, storage, handling, use and sale of explosives. Issued permits shall be kept on the premises designated therein at all times and shall be readily available for inspection by the fire official.

108.1.2 Duration of operational permits. An operational permit allows the applicant to conduct an operation or a business for which a permit is required by Section 108.1.1 for either:

1. A prescribed period.
2. Until renewed, suspended, or revoked.

108.1.3 Operational permits for the same location. When more than one operational permit is required for the same location, the fire official is authorized to consolidate such permits into a single permit provided that each provision is listed in the permit.

108.3.5 Posting. Issued operational permits shall be kept on the premises designated therein at all times and shall be readily available for inspection by the fire official.

SECTION 307 - OPEN BURNING, RECREATIONAL FIRES AND PORTABLE OUTDOOR FIREPLACES

307.2 Permit required. A permit shall be obtained from the fire code official in accordance with Section 107.2 prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pests, or a bonfire. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled.

CHAPTER 56 – EXPLOSIVES AND FIREWORKS

5601.2 Permit required. Permits shall be required as set forth in Section 107.2 and regulated in accordance with this section. The manufacture, storage, possession, sale and use of fireworks or explosives shall not take place without first applying for and obtaining a permit.

CODE OF VIRGINIA

[§ 15.2-1125. Licenses and permits; fees; bonds or insurance](#)

Whenever in the judgment of the municipal corporation it is advisable in the exercise of any of its powers or in the enforcement of any ordinance or regulation, it may provide for the issuance of licenses or permits in connection therewith; fix a fee to be charged the licensee or permittee and require from the licensee or permittee a bond or insurance contract of such character and in such amount and upon such terms and conditions as the municipal corporation may determine.

[§ 15.2-922.1. Regulating or prohibiting the making of fires.](#)

A. Any city or town may by ordinance regulate or prohibit the making of fires in streets, alleys, and other public places and regulate the making of fires on private property.

B. In addition to the authority provided under § 27-98, any county may by ordinance regulate or prohibit the making of fires in streets, alleys, and other public places and, when a declared emergency exists, pursuant to § 44-146.21, regulate the making of fires on private property.

[Chapter 9. Statewide Fire Prevention Code Act](#)

[§ 27-97. \(Effective October 1, 2021\) Adoption of Fire Prevention Code.](#)

The Fire Prevention Code shall supersede fire prevention regulations heretofore adopted by local governments or other political subdivisions. Local governments are hereby empowered to adopt fire prevention regulations that are more restrictive or more extensive in scope than the Fire Prevention Code provided such regulations do not affect the manner of construction, or materials to be used in the erection, alteration, repair, or use of a building or structure, including the voluntary installation of smoke alarms and regulation and inspections thereof in commercial buildings where such smoke alarms are not required under the provisions of the Code.

[§ 27-98. Enforcement of Fire Prevention Code; appeals from decisions of local enforcing agencies; inspection of buildings.](#)

Any local government may enforce the Fire Prevention Code in its entirety or with respect only to those provisions of the Fire Prevention Code relating to open burning, fire lanes, fireworks, and hazardous materials. If a local governing body elects to enforce only those provisions of the Fire Prevention Code relating to open burning, it may do so in all or in any designated geographic areas of its jurisdiction. The State Fire Marshal shall also have the authority, in cooperation with any local governing body, to enforce the Code. The State Fire Marshal shall also have authority to enforce the Code in those jurisdictions in which the local governments do not enforce the Code and may establish such procedures or requirements as may be necessary for the administration and enforcement of the Code in such jurisdictions. In addition, subject to the approval of the Board of Housing and Community Development, the State Fire Marshal may charge a fee to recover the actual cost of administering and enforcing the Code in jurisdictions for which he serves as the enforcement authority. No fee may be charged for the inspection of any school. The local governing body of any jurisdiction that enforces the Code may establish such procedures or requirements as may be necessary for the administration and enforcement of the Code. Appeals concerning the application of the Code by the local enforcing agency shall first lie to a local board of appeals and then to the State Building Code Technical Review Board. Appeals from the application of the Code by the State Fire Marshal shall be made directly to the State Building Code Technical Review Board as provided in Article 2 (§ 36-108 et seq.) of Chapter 6 of Title 36. Fees may be levied by the local governing body in order to defray the cost of such enforcement and appeals; however, for the City of Chesapeake no fee charged for the inspection of any place of religious worship designated as Assembly Group A-3 under the Fire Prevention Code shall exceed \$50. For purposes of this section, "defray the cost" may include the fair and reasonable costs incurred for such enforcement during normal business hours, but shall not include overtime costs, unless conducted outside of the normal working hours established by the locality. A schedule of such costs shall be adopted by the local governing body in a local ordinance. A locality shall not charge an overtime rate for inspections conducted during the normal business hours established by the locality. Nothing herein shall be construed to prohibit a private entity from conducting such inspections, provided the private entity has been approved to perform such inspections in accordance with the written policy of the fire official for the locality. Any local fire code may provide for an appeal to a local board of appeals. If no local board of appeals exists, the State Building Code Technical Review Board shall hear appeals of any local fire code violation.

AGENDA ITEM 4.e.

Establishment of King William County Community Emergency Response Team (CERT) - Stacy Reaves, Fire Chief and Willie Jones, Assistant Fire Chief



The national Community Emergency Response Team (CERT) Program trains volunteers to prepare for the types of disasters that their community may face. Through hands-on practice and realistic exercises, CERT Volunteers:

- Learn how to safely respond to man-made and natural hazards;
- Help organize basic disaster response; and
- Promote preparedness within their communities.

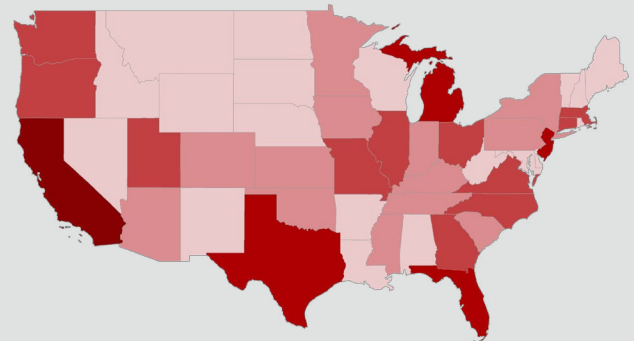
CERT Volunteers aim to do the greatest good for the greatest number of people.

RESPONDING TO EMERGENCIES

Since 1986, **more than**

600,000 individuals

have completed **CERT training.**



Specialized CERT Programs:

- Campus CERT
- Teen CERT
- Workplace CERT



Members Learn:

- Light search and rescue
- Disaster medical operations
- Fire safety and utility controls
- Leadership in disasters
- Traffic and crowd management



CERT and the National Qualification System

The National Qualification System (NQS) is a collection of documents that describe the minimum criteria for responder qualifications. It was developed to create consistency for responders when working on incidents, including outside their home area. FEMA is

developing Job Title/Position Qualifications and Position Task Books for three key CERT positions: CERT Volunteer, CERT Section Chief, and CERT Team Leader. These documents cement CERT in the National Response Framework. It is not mandatory for CERTs to participate in NQS, but will be encouraged to be consistent with the National Incident Management System. These documents can be found on the Resource Typing Library Tool: <https://rtlt.preptoolkit.fema.gov/Public> once published.



Nationwide, there are more than **2,800+ local CERTs**. **CERT Volunteers build preparedness** by organizing their communities before disasters.



There is a role for everyone in CERT. Speak with your local **CERT Program Manager** to learn how to get involved.

Prepared to Act

CERT offers a consistent, nationwide approach to volunteer training and organization that professional responders can rely on during disaster situations, which allows them to focus on more complex tasks.

Trainings and Tools

Online and in-person courses, as well as other local training activities, help CERT Volunteers to be ready when disaster strikes.

Full Courses

IS-317-Introduction to CERT (Online):

An independent study course that serves as an introduction to CERT.



CERT Basic Training Course:

Delivered in the community by a team of first responders and other qualified volunteers, this course is the foundation of the program.



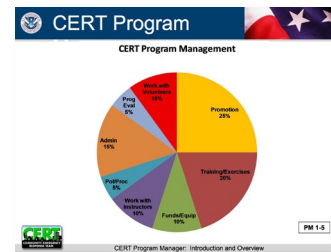
CERT Train the Trainer:

Experienced CERT leaders teach new CERT trainers how to train their own teams.



Program Manager:

New CERT leaders learn how to start, develop, and sustain local CERTs.



Additional Resources



Hazard-Specific Training

Additional training modules allow communities to provide more in-depth training on the hazards they are most likely to face.



Inclusive Training

Accommodations to make CERT training accessible for people with disabilities and others with access and functional needs.



Specialized Modules

CERT Volunteers build robust skill sets through trainings on advanced topics such as emergency communications and animal response.



Community-Based Trainings

Many CERT training materials and program management tools are available free of charge.

Get more information at ready.gov/CERT.

HISTORY OF THE CERT BASIC TRAINING

The Community Emergency Response Team (CERT) program is a nationally supported, locally implemented initiative that teaches people how to better prepare themselves for hazards that may affect their communities. CERT trains them in basic disaster response skills such as team organization, disaster medical operations, fire safety, and light search and rescue. Local CERT programs train and organize teams of volunteers to assist their families, neighbors, co-workers, and other community members during emergencies when professional responders may not be immediately available to provide assistance. Before, during, and after disasters, CERT volunteer teams perform basic response activities, including checking in on neighbors, distributing information to the public, supporting emergency operations centers, and helping to manage traffic and crowds. The ability for CERT volunteers to perform these activities frees up professional responders to focus their efforts on more complex, essential, and critical tasks. CERT volunteers also support their communities by organizing, promoting, and participating in emergency preparedness events, activities, and projects.

The Los Angeles Fire Department (LAFD) developed the CERT program after examining the civilian response to disasters in Mexico and Japan in 1985. The LAFD recognized that citizens are likely to be on their own during the early stages of disaster. Under these circumstances, family members, co-workers, and neighbors will often spontaneously come to the aid of each other. While untrained volunteers can be very effective in aiding others, their lack of training puts them at risk for injury or death. For example, during the response to the 1985 Mexico City earthquake that claimed more than 10,000 lives, untrained volunteers saved 700 lives, but unfortunately, 100 volunteers died in the process.

In response, the LAFD decided to develop and offer disaster response training to Los Angeles residents so that during and after future disasters volunteers would be able to assist in a safe, responsible, and effective manner. The LAFD piloted the first CERT training in 1986. In turn, other fire departments around the country, including communities where the major threat is hurricanes rather than earthquakes, adopted the LAFD's training model. Building on this development, the Federal Emergency Management Agency (FEMA) expanded the CERT materials in 1994 to make them applicable to all hazards and made the program available to communities nationwide. Since that time, thousands of dedicated trainers, organizations, and citizens have embraced the responsibility to learn new skills and become prepared to execute safe and effective emergency response capabilities.

The National CERT Program Office would like to thank the regional, state, and local partners and subject matter experts who contributed to the 2019 CERT Basic Training update.

A MODEL FOR COMMUNITY PREPAREDNESS

The CERT program is critical in the effort to engage everyone in the United States in making their communities safer, more prepared, and more resilient when incidents occur.

Community-based preparedness planning allows us all to prepare for and respond to anticipated disruptions and potential hazards following a disaster. As individuals, we can prepare our homes and families to cope during that critical period. Through pre-event planning, neighborhoods, and worksites can also work together to help reduce injuries, loss of lives, and property damage. Neighborhood preparedness will enhance the ability of individuals and communities to reduce their emergency needs and to manage their existing resources until professional assistance becomes available.

Studies of behavior following disasters have shown that groups working together in the disaster period perform more effectively if there has been prior planning and training for disaster response. These studies also show that organized grassroots efforts may be more successful if they are woven into the social and political fabric of the community—neighborhood associations, schools, workplaces, places of worship, and other existing organizations.

Effective response, therefore, requires comprehensive planning and coordination of all who will be involved—government, volunteer groups, private businesses, schools, and community organizations. With training and information, individuals and community groups can be prepared to serve as a crucial resource capable of performing many of the emergency functions needed in the immediate post-disaster period. The CERT program trains individuals to be assets to help communities prepare for effective disaster response.

AGENDA ITEM 4.f.

Cigarette Tax Update - Steve Hudgins, Deputy County Administrator



Steven G. Hudgins
Deputy 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

MEMORANDUM

DATE: July 11, 2022
TO: King William County Board of Supervisors
FROM: Steve Hudgins, Deputy County Administrator
SUBJECT: Cigarette Tax Update

REQUEST FOR ACTION

If the King William County Board of Supervisors wishes to levy a cigarette tax in King William County, a motion is requested authorizing staff to advertise a public hearing for the required ordinances.

SUMMARY

It is understood that the most efficient means of implementing a local cigarette tax would be to join a regional effort. The Chesapeake Bay Region Cigarette Tax Board (CBRCTB) is our nearest region, and includes the following localities:

- Colonial Beach
- Lancaster
- Middlesex
- Montross
- Urbanna
- Warsaw
- Westmoreland
- Essex
- Accomack (July 1, 2022)
- Northampton (July 1, 2022)

Revenues associated with this tax are shown in the following table:

Locality	Effective Date of Tax	Tax Revenues (thru 5/31)
Essex	01/01/22	\$16,471.25
Colonial Beach	08/01/21	\$60,067.39
Lancaster	08/01/21	\$37,096.25
Middlesex	08/01/21	\$161,911.70
Montross	08/01/21	\$38,979.47
Urbanna	08/01/21	\$5,422.14
Warsaw	08/01/21	\$65,778.04
Westmoreland	08/01/21	\$116,553.00
	Total	\$502,279.24

Director of the Northern Neck Planning District Commission (NNPDC), Jerry Davis, has stated that all localities that have joined the CBRCTB have been pleased, with revenues meeting or exceeding projections. Diligent administration of the tax has been important to the CBRCTB with staff tasked with in-person inspections of retail locations and distributing revenues monthly. The NNPDC provides administration for the CBRCTB.

The CBRCTB has the resources to include King William County if the County so chooses; lead time is about two months from the County's adoption of associated ordinances before revenues would be seen in the County.

BACKGROUND

At the King William County Board of Supervisors' work session on July 12, 2021 the possibility of a local cigarette tax of \$0.02 per cigarette was discussed and tabled. It was estimated that King William County could generate \$137,064.00 annually in revenue from such a tax. King William would need to adopt two ordinances, one adopting the tax, and one giving the CBRCTB the authority to administer it.

ATTACHMENTS

- Chesapeake Bay Region Cigarette Tax Agreement
- Draft ordinance of CBRCTB member Middlesex

CHESAPEAKE BAY REGION CIGARETTE TAX AGREEMENT

THIS AGREEMENT, is entered into and dated as of the latest execution and acknowledgment by any party hereto, by and between

(1) Westmoreland County, Virginia;

(2) Lancaster County, Virginia;

(3) Middlesex County, Virginia;

(4) Essex County, Virginia;

(5) Town of Montross, Virginia;

(6) Town of Colonial Beach, Virginia;

(7) Town of Urbanna, Virginia; or any two or more of the foregoing;

WHEREAS, the parties hereto desire to enter an Agreement for the purpose of the establishment of the Chesapeake Bay Region Cigarette Tax Board for the joint administration, collection and enforcement of their respective Cigarette Tax Ordinances pursuant to the provisions of these ordinances and Section 15.2-1300 and 58.1-3832, *et seq.*, of the Code of Virginia, (1950), as amended;

NOW THEREFORE, the parties enter into the following agreement:

1. **NAME AND DURATION**

The Board shall be called the Chesapeake Bay Region Cigarette Tax Board. Its duration shall be perpetual, subject to the provisions of Paragraph 8 hereof.

2. **MEMBERSHIP AND VOTING POWERS**

The Board shall be composed of one representative from each

jurisdiction hereinbefore named or later added with consent of the Chesapeake Bay Region Cigarette Tax Board. Said representative may designate an alternate to attend meetings and vote in his or her place; however, each jurisdiction shall be entitled to only one vote. Action of the Board shall be by majority vote.

3. **OFFICERS AND MEETINGS**

Each year, the Board shall elect a Chairman, Vice-Chairman and Secretary/Treasurer, who shall serve at the pleasure of the Board. The Officers of the Board shall be chosen from the jurisdictional representatives. Said officers shall be empowered to sign in the name of the Board on all legal documents, including bank deposits and withdrawals. The Board shall meet from time to time as deemed necessary by the Chairman.

4. **POWERS OF THE BOARD**

The Board shall be delegated the following powers:

- a. Assessment, collection and disbursement of the cigarette tax for each participating jurisdiction;
- b. Audit of the sale or use of cigarettes within each participating jurisdiction;
- c. Provision of information for criminal prosecution by the affected participating jurisdictions;
- d. Provide guidance and oversight to the designated Administrative/Fiscal Agent;
- e. Management of a general operating fund to ensure proper funding of Board operations on an ongoing basis;

- f. Designation of a depository bank or banks;
- g. To hold and convey personal property. The Board shall have no power to hold or convey real property;
- h. To enter into contracts;
- i. Any other powers granted to the Board by the respective local ordinances and the Code of Virginia (1950), as amended.

5. **LIABILITY INSURANCE**

The Board shall maintain and have authority to secure insurance coverage as deemed appropriate. General liability insurance shall be maintained through a commercial policy, in limits of not less than \$500,000.00. Any liability in excess of the amounts of insurance coverage will be shared by the members of the Board proportionately based upon each jurisdiction's share of the number of taxable packs of cigarettes reported in the twelve (12) months preceding the incident which gave rise to the liability, as compared to the taxable packs of cigarettes reported during that same time period in all the participating jurisdictions.

6. **Operational Provisions**

The Northern Neck Planning District Commission (NNPDC) is designated as the administrative/fiscal agent. Normal routine duties of the Board in administration and supervision of the Cigarette Tax Ordinances shall be delegated to the NNPDC. Actions and decisions of the NNPDC shall bind the Board unless patently

wrongful or the result of willful misconduct, but the Board may at anytime overrule a decision or action by the NNPDC subject to lawful rights of third parties. The duties of the Administrative/Fiscal Agent shall include, but are not limited to, the following:

a. Preparation of annual administrative cost estimates;

b. As authorized by the Board, employment of or contracting for staff assistance including providing employee benefits, and, equipment and supplies.

c. Preparation of reports as the Board may require;

d. Authorization of disbursements from Board accounts including, but not limited to, disbursements to the participating jurisdictions.

Each member jurisdiction will be charged a fee of 5% of the tax revenue to cover the NNPDC cost to act as administrative/fiscal agent as described above. In the event that the NNPDC costs exceed the amount collected from the 5% fee, each jurisdiction will be charged its pro-rata share of that amount based on its tax revenues as a percentage of the total tax revenues from all member jurisdictions collected.

7. **COLLECTION OF THE CIGARETTE TAX**

The cigarette tax shall be assessed and collected on the basis of the "reporting method" according to the respective ordinances and according to the rules, regulations and procedures adopted by the Board.

8. **DISBURSEMENT OF RECEIPTS, MANAGEMENT OF FUNDS**

Disbursements shall be made to each participating jurisdiction on a monthly basis. Prior to disbursement to jurisdictions, the 5% administrative fee shall be deducted from total revenues and allocated to the jurisdictions proportionately based upon the number of taxable packs of cigarettes reported within the jurisdiction during the month as compared to the total number of taxable packs of cigarettes reported in all the participating jurisdictions. The disbursement to each participating jurisdiction shall be determined by the tax rate of the jurisdiction multiplied by the taxable packs of cigarettes reported within the jurisdiction, plus interest and penalties, plus the jurisdiction's proportional share of all other revenues, less discounts and proportional expenses.

All monies shall be deposited in the name of the Chesapeake Bay Region Cigarette Tax Board. All checks drawn on Board accounts shall require signature by the NNPDC Executive Director and a Board Officer.

9. **TERMINATION**

a. In the event any participating jurisdiction decides, by ordinance, to terminate its participation in the Board, notice to the Board shall be given sixty (60) days prior to its date of termination. The terminating jurisdiction shall receive within thirty (30) days of its date of termination its share of total revenues less proportionate expenses, operating fund, and

depreciated value of physical property used by the Board. The representative of such terminating jurisdiction shall not serve on the Board beyond the termination date.

b. In the event the number of jurisdictions which desire to continue to participate in the Board is less than two (2) in number, the Board shall be dissolved and shall cease to exist. In such event, the Board shall liquidate all assets and disburse to each jurisdiction participating at the time each such jurisdiction's share of the liquidated assets and all proceeds and monies held. Such distribution shall be based upon each jurisdiction's proportionate share of the number of taxable packs of cigarettes reported in the preceding twelve (12) months as compared to the taxable packs of cigarettes reported during that same time period in all the jurisdictions participating in the Board at the time the Board is dissolved.

10. **IMPLEMENTATION**

Each jurisdiction shall by ordinance signify its desire to be a member of the Board and its acceptance of the provisions of this Agreement.

This Agreement shall take effect upon the signature of the proper officials of any two (2) of the jurisdictions below and shall take effect as to any other jurisdiction upon signature of the proper official of such jurisdiction.

Westmoreland County, VA

By: _____

Printed Name

Title

Lancaster County, VA

By: _____

Printed Name

Title

Middlesex County, VA

By: _____

Printed Name

Title

Essex County, VA

By: _____

Printed Name

Title

Town of Montross, VA

By: _____

Printed Name

Title

Town of Colonial Beach, VA

By: _____

Printed Name

Title

Town of Urbanna, VA

By: _____

Printed Name

Title

Middlesex County Board of Supervisors



At a meeting of the Middlesex County Board of Supervisors held on _____, 2021 at 7:00 p.m. in the Board Room of the Historic Courthouse, Saluda, Virginia: On a motion duly made by _____, and seconded by _____, the following Ordinance was adopted by the following vote:

John B. Koontz, Jr. _____
Wayne H. Jessie, Sr. _____
Reginald A. Williams, Sr. _____
Lud H. Kimbrough, III _____
Peter W. Mansfield _____

AN ORDINANCE ENTITLED MIDDLESEX COUNTY CIGARETTE TAX

WHEREAS, the Code of Virginia, §58.1-3830 authorizes counties to levy taxes upon the sale or use of cigarettes; and

WHEREAS, the Middlesex County Board of Supervisors believes levying said tax would serve the interests of the citizens of Middlesex County; and

WHEREAS a public hearing on this proposed Ordinance was held by the Middlesex County Board of Supervisors on _____, 2021, duly advertised as required by law and considered for adoption.

NOW, THEREFORE, BE IT HEREBY ORDAINED by the Middlesex County Board of Supervisors this ____ day of _____, 2021 that an ordinance entitled Middlesex County Cigarette Tax is hereby enacted as follows:

NOW, THEREFORE, BE IT HEREBY ORDAINED that the County of Middlesex hereby imposes a tax upon the sale or use of cigarettes in the County of Middlesex, outside of the corporate limits of the Town of Urbanna within the County, as hereby set forth and under the terms and conditions herein:

SECTION 1 - Cigarette Tax Title.

This Article shall be known and may be cited as the Middlesex County Cigarette Tax Ordinance.

SECTION 2 - Definitions.

For the purposes of this Ordinance, the following words and phrases have the meanings respectively ascribed to them by this Ordinance, except in those instances where the context clearly indicates a different meaning:

(a) Administrator means the individual employed by the Board to administer the enforcement of this ordinance, or his designated agents or appointees.

(b) Board or CBRCTB means the Chesapeake Bay Region Cigarette Tax Board.

(c) Carton means any container, regardless of material used in its construction, in which packages of cigarettes are placed.

(d) Cigarette means and includes any roll of any size or shape for smoking, whether filtered or unfiltered, with or without a mouthpiece, made wholly or partly of cut, shredded or crimped tobacco or other plant or substitute for tobacco, whether the same is flavored, adulterated or mixed with another ingredient, if the wrapper or cover is made of any material other than leaf tobacco or homogenized leaf tobacco, regardless of whether the roll is labeled or sold as a cigarette or by any other name.

(e) Cigarette Machine Operator means any individual, partnership or corporation engaged in the sale of packages of cigarettes from vending machines.

(f) County means Middlesex County, Virginia.

(g) Dealer means and includes every manufacturer's representative, wholesaler, retailer, cigarette machine operator, public warehouseman or other person who shall sell, receive, store, possess, distribute, or transport cigarettes within or into the County.

(h) Package means and includes any container, regardless of the material used in its construction, in which separate cigarettes are placed without such cigarettes being placed into any container within the package. Packages are those containers of cigarettes from which they are consumed by their ultimate user. Ordinarily, a package contains twenty cigarettes; however, "package" includes those containers in which fewer or more than twenty cigarettes are placed.

(i) Person means and includes any individual, firm, unincorporated association, company, corporation, joint stock company, group, agency, syndicate, trust or trustee, receiver, fiduciary, partnership, and conservator. The word "person" as applied to a partnership, unincorporated association or other joint venture means the partners or members thereof, and as applied to a corporation, includes all the officers and directors thereof.

(j) Place of business means and includes any place where cigarettes are sold, placed, stored, offered for sale, or displayed for sale or where cigarettes are brought or kept for the purpose of sale, consumption or distribution, including vending machines, by a dealer within the County.

(k) Registered agent means and includes every dealer and other person who shall be required to report and collect the tax on cigarettes under the provisions of this Article.

(l) Retail dealer means and includes every person who, in the usual course of business, purchases or receives cigarettes from any source whatsoever for the purpose of sale within the County to the ultimate consumer; or any person who, in the usual course of business, owns, leases or otherwise operates within his own place of business, one or more cigarette vending machines for the purpose of sale within the County of cigarettes to the ultimate consumer; or any person who, in any manner, buys, sells, stores, transfers or deals in cigarettes for the purpose of sale within the County to the ultimate consumer, who is not licensed as a wholesaler or vending machine operator.

(m) Sale or sell means and includes every act or transaction, regardless of the method or means employed, including barter, exchange or the use of vending machines or other mechanical devices or a criminal or tortious act whereby either ownership or possession, or

both, of any cigarettes shall be transferred within the County from a dealer as herein defined to any other person for a consideration.

(n) Stamp means a small, gummed piece of paper or decal used to evidence provision for payment of the tax as authorized by the Chesapeake Bay Region Cigarette Tax Board, required to be affixed to every package of cigarettes sold, distributed, or used within the County.

(o) Store or storage means and includes the keeping or retention of cigarettes in this County for any purpose except sale in the regular course of business.

(p) Tobacco Revenue Agent means persons authorized by CBRCTB to act on its behalf in enforcement of this ordinance.

(q) Use means and includes the exercise of any right or power over any cigarettes or packages of cigarettes incident to the ownership or possession of those cigarettes or packages of cigarettes including any transaction where possession is given or received or otherwise transferred, other than a sale.

(r) User means any person who exercises any right or power over any cigarettes or packages of cigarettes subject to the provisions of this Article incident to the ownership or possession of those cigarettes or packages of cigarettes or any transaction where possession is given or received or otherwise transferred, other than a sale.

(s) Wholesale Dealers means any individual, partnership, or corporation engaged in the sale of packages of cigarettes for resale into or within the County.

SECTION 3 - Levy and rate.

In addition to all other taxes of every kind now or hereafter imposed by law, there is hereby levied and imposed by the County upon every person who sells or uses cigarettes within the County an excise tax at a rate of forty cents (\$0.40) for each package containing twenty cigarettes and two cents (\$0.02) for each cigarette contained in packages of fewer or more than twenty cigarettes sold or used within the County. The tax shall be paid and collected in the manner and at the time hereinafter prescribed; provided, that the tax payable for each cigarette or cigarette package sold or used within the County shall be paid but once.

SECTION 4 - Methods of collection.

(a) The tax imposed by this section shall be evidenced by the use of a tax stamp and shall be paid by each dealer or other person liable for the tax. The stamps shall be affixed in such a manner that their removal will require continued application of water or steam. Each dealer or other person liable for the tax is hereby required, and it shall be his duty, to collect, pay the tax and report on a monthly basis all packages of cigarettes on forms prescribed for this purpose by the Board, including the following:

(1) The quantity of CBRCTB-stamped cigarettes sold or delivered to:
(A) Each registered agent appointed by the Board for which no tax was collected; (B) Each manufacturer's representative; and (C) Each separate person and place of business during the preceding calendar or fiscal month; and

(2) The quantity of CBRCTB stamps on hand, both affixed and unaffixed on the first and the last day of the preceding calendar month and the quantity of CBRCTB stamps or CBRCTB stamped cigarettes received during the preceding calendar month; and

(3) The quantity of cigarettes on hand to which the CBRCTB stamp had not been affixed on the first and last day of the preceding calendar or fiscal month and the

quantity of cigarettes received during the preceding calendar or fiscal month to which the CBRCTB stamp had not been affixed; and

(4) Such further information as the Administrator for the Board may require for the proper administration and enforcement of this article for the determination of the exact number of cigarettes in the possession of each dealer or user.

(b) Each dealer or other person liable for the tax shall file such reports with the Board and pay the tax due to the Board prior to the monthly due date to be established by the Board and shall furnish copies of all cigarette tax reports submitted to the Virginia Department of Taxation.

(c) When, upon examination and audit of any invoices, records, books, cancelled checks or other memoranda touching on the purchase, sale, receipt, storage or possession of tobacco products taxed herein, any dealer or other person liable for the tax is unable to furnish evidence to the Board of sufficient tax payments and stamp purchases to cover cigarettes which were sold, used, stored, received, purchased or possessed by such person, the prima facie presumption shall arise that such cigarettes were received, sold, used, stored, purchased or possessed by such person without the proper tax having been paid. The Board shall, from the results of such examination and audit based upon such direct or indirect information available, assess the tax due, impose a penalty of ten per cent and may impose interest of three-quarters per cent per month of the gross tax due.

(d) When any dealer or other person liable for the tax files a false or fraudulent report or fails to file a report or fails to perform any act or performs any act to evade payment of the tax, the Board shall administratively assess the tax due and impose a penalty not to exceed fifty per cent of the tax due and interest of three-quarters per cent per month of the gross tax due.

(e) The dealer or other person liable for the tax shall be notified by certified mail of such deficiency and such tax, penalty and interest assessed shall be due and payable within ten days after notice of such deficiency has been issued. Every dealer or other person liable for the tax shall examine each package of cigarettes to ensure that the CBRCTB stamp has been affixed thereto prior to offering them for sale.

(f) Any dealer or other person liable for the tax who shall receive cigarettes not bearing the CBRCTB stamp shall, within receipt of such cigarettes, commence and with all reasonable diligence continue to affix the CBRCTB stamp to each and every package of cigarettes until all unstamped packages of cigarettes have been stamped and before offering such cigarettes for sale. Any dealer or other person liable for the tax who has notified the Board that he is engaged in interstate or intrastate business shall be permitted to set aside such part of his stock as may be legally kept for the conduct of such interstate or intrastate business (that is, cigarettes held for sale outside the jurisdiction of the Board) without affixing the stamps required by this Article. Any such interstate or intrastate stock shall be kept entirely separate and apart from the CBRCTB-stamped stock, in such a manner as to prevent the commingling of the interstate or intrastate stock with the CBRCTB stock. Any dealer or other person liable for the tax found to have had untaxed cigarettes which have been lost, whether by negligence, theft or any other unaccountable loss, shall be liable for and shall pay the tax due thereon.

(g) It shall also be the duty of each dealer or other person liable for the tax to maintain and keep for a period of three years, not including the current calendar year, records of all cigarettes received, sold, stored, possessed, transferred or handled by such person in any manner whatsoever, whether the same were stamped or unstamped, to make all such records available for audit, inspection and examination at all reasonable times, as well as the means, facilities and opportunity for making such audit, inspection or examination upon demand of the Board.

SECTION 5 - Registered agents.

(a) Any dealer or other person liable for the tax who shall sell, use, store, possess, distribute or transport cigarettes within or into the County shall first make application to the Board to qualify as a registered agent. The application form shall require such information as the Board deems necessary for the administration and enforcement of this article. Applications shall be subject to yearly Registration Fees for all Wholesale Dealers [and] all Cigarette Machine Operators. Applicants shall provide a surety bond to the Board in the amount of 150 percent of the applicant's average monthly tax liability. Such bonds shall be issued by a surety company authorized to do business in the Commonwealth of Virginia. Such bond shall be so written that, on timely payment of the premium thereon, it shall continue in force from year to year. Any applicant whose place of business is outside the area subject to enforcement by the Board shall automatically, by filing virtue of filing of the application, be deemed to submit to the Board's legal jurisdiction and appoint the Administrator for the Board as agent for any service of lawful process, unless the applicant designates an attorney with offices within the County upon which lawful process is to be served. Upon receipt of properly completed application forms and the required surety bond, the Board shall determine whether the applicant qualifies to be a registered agent. The Board will issue to qualified applicants a yearly registered agent permit to enable such agent to purchase, sell, use, store, possess, distribute or transport within or into the County, CBRCTB-stamped cigarettes.

(b) By submitting an application, registered agents obligate themselves to the reporting and payment requirements placed upon them by this Article and the rules and regulations as from time to time may be promulgated by the Board.

(c) When any registered agent's monthly report and payment of the tax is not received within the dates prescribed, the Board shall impose a late reporting penalty of ten per cent of the gross tax due or ten dollars whichever is greater, but in no event more than \$1,000.

(d) The Board also may require such registered agent to provide proof that he has complied with all applicable laws of the Commonwealth of Virginia to legally conduct such business and to file financial statements showing all assets and liabilities.

(e) The Board may revoke or suspend any registered agent's permit due to failure to file tax reports in a timely manner, non-payment of taxes due, or if the cigarette tax surety bond should become impaired for any reason.

(f) All money collected as cigarette taxes under this ordinance shall be deemed to be held in trust by the dealer collecting the same until remitted to the Board.

(g) Registered agents must account for all CBRCTB authorized tax stamps purchased. Periodic audits may be conducted to determine any unaccounted variance between the number of stamps purchased and the number of stamps reported, and an assessment will be made for all unaccounted stamps. Any assessment of registered agents located outside the jurisdictions of the Board will be based upon the average sales of packages of cigarettes by jurisdiction during the audit period. For registered agents located within the jurisdictions of the Board, any assessment will be based upon the tax rate of the jurisdiction in which they are located. In addition, there will be a penalty for non-reporting of ten per cent of the gross tax due.

SECTION 6 - Requirements for retail dealers.

(a) Retail dealers who shall sell, offer for sale, store, possess, distribute, purchase, receive or transport cigarettes for the purpose of sale within the County shall purchase cigarettes only from registered agents. Retail dealers shall provide the registered agent with the business trade name and physical address where the cigarettes will be placed for sale

to the public. Cigarettes purchased for personal use cannot be brought into a business for resale. Only properly registered and licensed retail stores may sell cigarettes to the public. To be properly registered and licensed, a retail store must first have a valid Virginia state sale and use tax certificate and valid retail business license. Cigarettes must be purchased and stored separately for each business location. All copies of cigarette purchase invoices/receipts must be retained by the retailer for a period of three years and shall be made available to Agents of the CBRCTB upon request for use in conducting audits and investigations. All copies of cigarette purchase invoices/receipts must be stored at the business retail location for a period of one year from date of purchase. Failure to provide cigarette invoices/receipts may result in confiscation of cigarettes until receipts can be reviewed by the Board to verify the proper tax has been paid. It is the responsibility of each retail location to ensure that all cigarettes placed for sale or stored at that location be properly taxed and stamped. Cigarettes found without the CBRCTB stamp or the proper jurisdictional tax paid will be seized by the Agents of the Board.

(b) Retail dealers must make their place of business available for inspection by CBRCTB Tobacco Revenue Agents to ensure that all cigarettes are properly tax-stamped, and all cigarette taxes are properly paid.

SECTION 7 - Presumption of illegality; seizure of contraband goods, sealing/seizing of machines.

(a) If any cigarette machine operator or other person liable for the tax imposed by this Article is found to possess any cigarettes without the jurisdictional tax paid or the proper tax stamp affixed, there shall be a rebuttable presumption that any such operator or other person shall be in possession of untaxed cigarettes in violation of this section.

(b) If any cigarettes are placed in any vending machines within the County, then there shall be a rebuttable presumption that such cigarettes were placed in that machine for sale within the County. If [a]ny vending machine located within the County contains cigarettes upon which the CBRCTB tax stamp has not been affixed or on which the jurisdictional tax has not been paid or containing cigarettes placed so as to not allow visual inspection of the CBRCTB tax stamp through viewing area as provided for by the vending machine manufacturer, then there shall be a rebuttable presumption that the machine contains untaxed cigarettes in violation of this Article.

(c) Any cigarettes, vending machines, cigarette tax stamps or other property found in violation of this Article shall be declared contraband goods and may be seized by the Board. In addition to any tax due, the dealer or other person liable for the tax possessing such untaxed cigarettes or tax stamps shall be subject to civil and criminal penalties herein provided.

(d) In lieu of seizure, the Board may seal such vending machines to prevent continued illegal sale or removal of such cigarettes. The removal of such seal from a vending machine by any unauthorized person shall be a violation of this Article. Nothing in this Article shall prevent the seizure of any vending machine at any time after it is sealed.

(e) All cigarette vending machines shall be plainly marked with the name, address and telephone number of the owner of said machine.

SECTION 8 - Illegal acts.

(a) It shall be unlawful and a violation of the Article for any dealer or other person liable for the tax:

(1) To perform any act or fail to perform any act for the purpose of evading the payment of any tax imposed by this Article or of any part thereof, or to fail or

refuse to perform any of the duties imposed upon such person under the provisions of this Article or to fail or refuse to obey any lawful order which may be issued under this Article; or

(2) To falsely or fraudulently make, or cause to be made, any invoices or reports, or to falsely or fraudulently forge, alter or counterfeit any stamp, or to procure or cause to be made, forged, altered or counterfeited any such stamp, or knowingly and willfully to alter, publish, pass or tender as true any false, altered, forged or counterfeited stamp or stamps; or

(3) To sell, offer for sale, or distribute any cigarettes upon which the CBRCTB tax stamp has not been affixed or upon which the jurisdictional tax has not been paid; or

(4) To possess, store, use, authorize or approve the possession, storage or use of any cigarette packages upon which the CBRCTB tax stamp has not been affixed or upon which the jurisdictional tax has not been paid; or

(5) To transport, authorize or approve the transportation of any cigarette packages in quantities of more than six cartons (sixty packages) into or within the county upon which the CBRCTB tax stamp has not been affixed or upon which the jurisdictional tax has not been paid, if they are: (A) Not accompanied by a receipt/bill of lading or other document indicating the true name and address of the consignor or seller and the consignee or purchaser and the brands and quantity of cigarettes transported; or (B) Accompanied by a receipt/bill of lading or other document which is false or fraudulent in whole or part; or (C) Accompanied by a receipt/bill of lading or other document indicating: (i) A consignee or purchaser in another state or the District of Columbia who is not authorized by the law of such other jurisdiction to receive or possess such tobacco products on which the taxes imposed by such other jurisdiction have not been paid unless the tax on the jurisdiction of destination has been paid and said cigarettes bear the tax stamps of that jurisdiction; or (ii) A consignee or purchaser in the Commonwealth of Virginia but outside the taxing jurisdiction who does not possess a Virginia Sales and Use Tax Certificate and, where applicable, any licenses issued by the Commonwealth or local jurisdiction of destination; or

(6) To reuse or refill with cigarettes any package from which cigarettes have been removed, for which the tax imposed has been theretofore paid; or

(7) To remove from any package any stamp with intent to use or cause the same to be used after same has already been used or to buy, sell, or offer for sale or give away any used, removed, altered or restored stamps to any person, or to reuse any stamp which had theretofore been used for evidence of the payment of any tax prescribed by this Article or to sell, or offer to sell, any stamp provided for herein; or

(8) To sell, offer for sale or distribute any loose or single cigarettes; or

(9) To perform any act that violates the resolutions promulgated by the

Board.

(b) It shall be unlawful and a violation of the Article for any person or individual to transport, possess, store, use, authorize or approve the possession, storage or use of any cigarette in quantities of more than six cartons (sixty packages) upon which the CBRCTB tax stamp has not been affixed or upon which the jurisdictional tax has not been paid.

SECTION 9 - Establishment of the Chesapeake Bay Region Cigarette Tax Board.

(a) The ordinance adopted by the County Board of Supervisors, effective July 1, 2021, pertaining to the establishment of the Chesapeake Bay Region Cigarette Tax Board is hereby made a part of this Article by reference.

(b) Any direct conflict between the powers granted to the Board in the ordinance adopted by the County Board, effective July 1, 2021, and herein incorporated by reference and the powers granted to the Board in this Article shall be resolved in favor of this Article; however, the powers granted herein and in said ordinance shall be read cumulatively.

(c) The Board's fiscal year shall be from July 1 through June 30.

SECTION 10 - Powers of the Chesapeake Bay Region Cigarette Tax Board.

The Board may delegate any of its powers to its Administrator or employees and may adopt regulations regarding the administration and enforcement of the provisions of this Article.

(a) In addition to those powers enumerated in the Ordinance of the County Board effective August 2, 2021 the Board shall be granted the following additional powers:

- (1) To sue and be sued in its own name;
- (2) To prescribe the design of a stamp(s) and to issue and sell said stamps to authorized dealers;
- (3) To establish different classes of taxpayers;
- (4) To promulgate resolutions for the assessment and collection of cigarette taxes and the enforcement of this ordinance; and
- (5) To conduct inspections of any place of business in order to enforce the provisions of this ordinance and all resolutions of the Board.

(b) The Board may employ legal counsel, bring appropriate court action in its own name to enforce payment of the cigarette tax or penalties owed and file tax liens against property of taxpayers hereunder.

(c) The Board is authorized to enter into an agreement with the Virginia Department of Taxation under which a registered agent with the CBRCTB who is also qualified to purchase Virginia Revenue Stamps, may qualify to purchase Dual Virginia - CBRCTB stamps from the Virginia Department of Taxation. Authority to purchase dual Virginia - CBRCTB stamps is granted solely by the Board and may be revoked or suspended for violations of this ordinance or resolutions adopted by the Board.

(d) The Board may appoint certain employees as Tobacco Revenue Agents, who shall be required to carry proper identification while performing their duties. Tobacco Revenue Agents are further authorized to conduct inspections of any place of business and shall have the power to seize or seal any vending machines, seize any cigarettes, counterfeit stamps or other property found in violation of this Article and shall have the power of arrest upon reasonable and probable cause that a violation of this Article has been committed. The Board is authorized to provide its tobacco revenue agents with (1) firearms for their protection; (2) emergency equipped vehicles while on duty; and (3) other equipment deemed necessary and proper.

(e) The Board may exchange information relative to the sale, use, transportation, or shipment of cigarettes with an official of any other jurisdiction entrusted with the enforcement of the cigarette tax laws of said other jurisdiction.

SECTION 11 - Jeopardy assessment.

If the Administrator of the Board determines that the collection of any tax or any amount of tax required to be collected and paid under this Article will be jeopardized by delay, the Administrator shall make an assessment of the tax or amount of tax required to be collected and shall mail or issue a notice of such assessment to the taxpayer together with a demand for immediate payment of the tax or of the deficiency in tax declared to be in jeopardy including

penalties and interest. In the case of a current period, for which the tax is in jeopardy, the Administrator may declare the taxable period of the taxpayer immediately terminated and shall cause notice of such finding and declaration to be mailed or issued to the taxpayer together with a demand for immediate payment of the tax based on the period declared terminated and such tax shall be immediately due and payable, whether or not the terms otherwise allowed by this Article for filing a return and paying the tax has expired.

SECTION 12 - Erroneous assessment: notices and hearings in event of sealing of vending machines or seizure of contraband property.

(a) Any person assessed by the Board with a cigarettes tax, penalties and interest or any person whose cigarettes, vending machines and other property have been sealed or seized under processes of this Article, who has been aggrieved by such assessment, seizure or sealing may file a request for a hearing before the Administrator for the Board for a correction of such assessment and the return of such property seized or sealed.

(b) Where holders of property interest in cigarettes, vending machines or other property are known at time of seizure or sealing, notice of seizure or sealing shall be sent to them by certified mail within twenty-four hours. Where such holders of property interests are unknown at the time of seizure or sealing, it shall be sufficient notice to such unknown interest holders to post such notice to a door or wall of the room or building which contained such seized or sealed property. Any such notice of seizure or sealing shall include procedures for an administrative hearing for return of such property seized or sealed and an opportunity to assert affirmative defenses.

(c) Such hearing shall be requested in writing within ten days of the notice of such assessment, seizure or sealing and the hearing request shall set forth the reasons why said tax, penalties and interest, cigarettes, vending machines or other property should be returned or released. Within five days after receipt of such hearing request, the Administrator shall notify the petitioner by certified mail of a date and time for the informal presentation of evidence at a hearing to be held within fifteen days of the date notification is mailed. Any such request for hearing shall be denied if the assessed tax, penalties and interest has not been paid as required or if the request is received more than ten days from first notice to the petitioner of such seizure or sealing. Within five days after the hearing, the Administrator shall notify the petitioner, by registered mail, whether his request for a correction has been granted or refused.

(d) Appropriate relief shall be given by the Administrator if he is convinced by the preponderance of the evidence that said seized cigarettes were in the possession of a person other than the petitioner without the petitioner's consent at the time said cigarettes, vending machines or other property were seized or sealed or that petitioner was authorized to possess such untaxed cigarettes. If the Administrator is satisfied that the tax was erroneously assessed, the Administrator shall refund the amount erroneously assessed together with any interest and penalties paid thereon and shall return any cigarettes, vending machines or other property seized or sealed to the petitioner. Any petitioner who is dissatisfied with the written decision of the Board may, within thirty days of the date of such decision, appeal such decision to the appropriate Court in the jurisdiction where the seizure or sealing occurred.

SECTION 13 - Disposal of seized property.

Any seized and confiscated cigarettes, vending machines or other property used in the furtherance of any illegal evasion of the tax may be disposed of by sale or other method deemed appropriate by the Board after any petitioner has exhausted all administrative appeal

procedures. No credit from any sale of cigarettes, vending machines, or other property seized shall be allowed toward any tax and penalties assessed.

SECTION 14 - Extensions.

The Administrator, upon a finding of good cause, may grant an extension of time to file a tax report upon written application for a period not exceeding thirty days. Except as hereinafter provided, no interest or penalty shall be charged, assessed, or collected by reason of the granting of such an extension.

SECTION 15 - Penalty for violation of article.

Any person violating any of the provisions of this Article shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than \$2,500.00 or imprisonment for not more than twelve months or by both such fine and imprisonment. Such fine and/or imprisonment shall not relieve any such person from the payment of any tax, penalty or interest imposed by this Article.

SECTION 16 - Each violation a separate offense.

The sale of any quantity, the use, possession, storage or transportation of more than six cartons (sixty packages) of cigarettes upon which the CBRCTB tax stamp has not been affixed or the proper jurisdictional tax has not been paid shall be and constitute a separate violation. Each continuing day of violation shall be deemed to constitute a separate offense.

SECTION 17 - Severability.

If any section, phrase, or part of this Article should for any reason be held invalid by a Court of competent jurisdiction, such decision shall not affect the remainder of the Article; and every remaining section, clause, phrase or part thereof shall continue in full force and effect. This ordinance shall be effective August 2, 2021.

This Ordinance was duly adopted this _____ of _____, 2021.

AGENDA ITEM 4.g.

Property-Split for Central Garage Water Tower Site Update - Steve Hudgins, Deputy County Administrator



Steven G. Hudgins
Deputy 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

MEMORANDUM

DATE: July 11, 2022
TO: King William County Board of Supervisors
FROM: Steve Hudgins, Deputy County Administrator
SUBJECT: Water Tower Parcel Acquisition Update

REQUEST FOR ACTION

For information only at this time. Staff intends to present for the Board's consideration the proposed deed agreement for the water tower property as soon as is practicable.

SUMMARY

The proposed water tower site is shown on the attached survey. The owner of the property, Tax Map #28-32, has agreed to give King William County the area required for the water tower, approximately 1/3rd of an acre. The owner of the property has further agreed to grant all associated easements to reach the property from the public right of way.

Design of the water tower as well as the associated pipeline extension has already begun. County staff, consultants, and VDOT representatives have met on site and walked the route of the proposed pipeline extension to identify areas of concern and coordinate the plan moving forward.

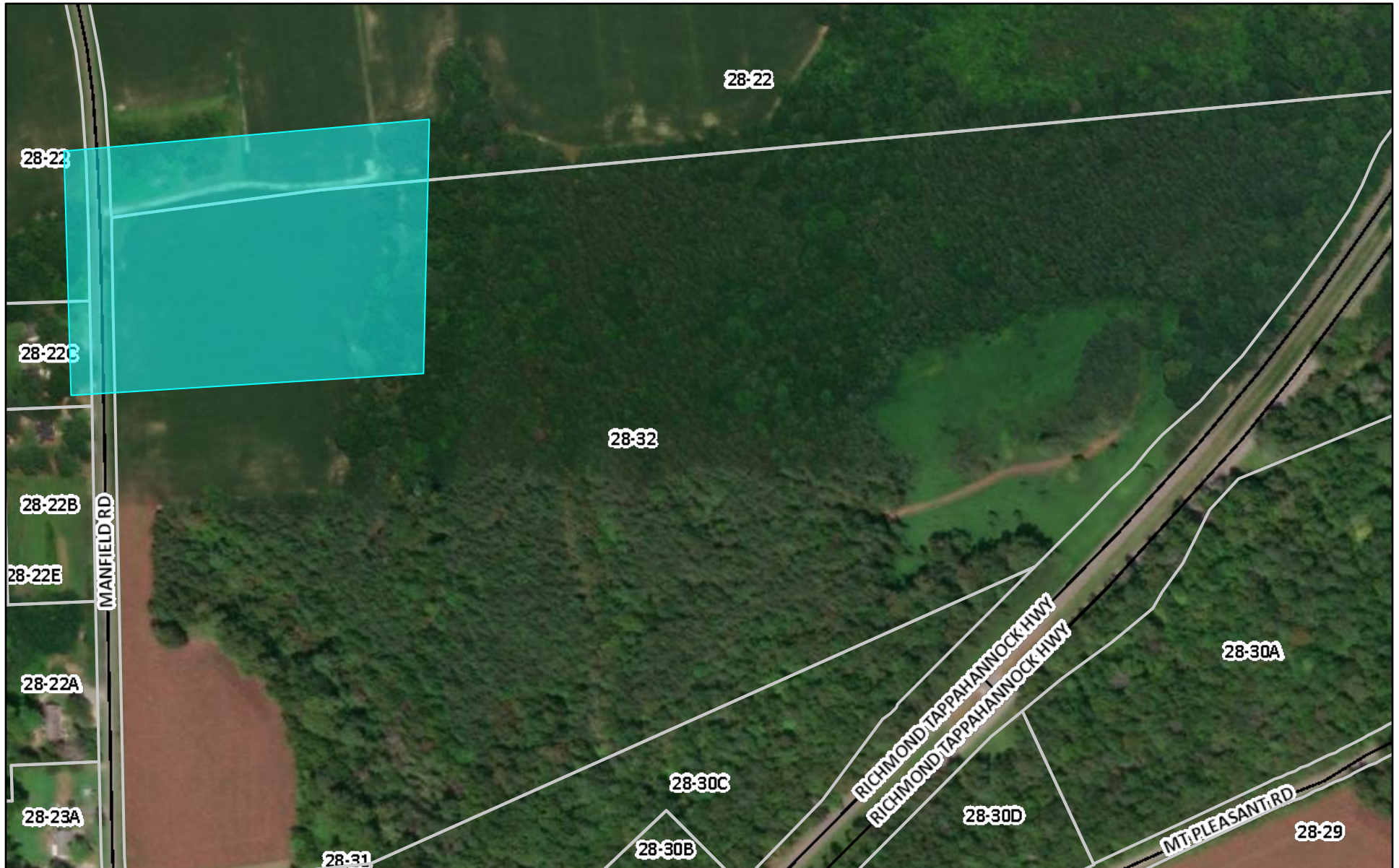
BACKGROUND

The King William County Board of Supervisors approved the site of the proposed water tower with Resolution 21-81 on November 8, 2021.

ATTACHMENTS

- Survey with proposed site.
- GIS Satellite Image, Tax Map #28-32

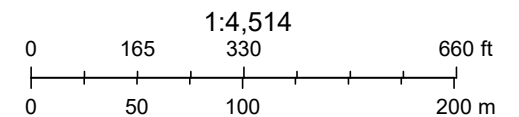
Tower Site



July 5, 2022

-  Provisioning Boundary
-  West Point Boundary
-  County Boundary
-  Road Centerline

Parcel Labels



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

AGENDA ITEM 4.h.

Proposed Changes to County Code Section 10.69 - Dogs Running at Large - Percy C. Ashcraft, County Administrator



Percy C. Ashcraft
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

MEMORANDUM

DATE: July 11, 2022
TO: King William County Board of Supervisors
FROM: Percy C. Ashcraft, County Administrator
SUBJECT: Recommended Changes to King William County Code Section 10-69 (b) – Dogs running at large

REQUEST FOR ACTION

- Staff requests the Board authorize the preparation of changes to Section 10-69 – Dogs running at large as presented.

BACKGROUND

A citizen resident of Marle Hill Subdivision requested the subdivision be added to the year-round leash law. The question arose whether there was an established process for such an action. Upon investigation and conversation with Sheriff Walton, it was discovered that in the past, residents of a subdivision presented a signed petition to the Board. There were no other details found regarding the process.

SUMMARY

Staff recommends amending the current code to expand the “leash law” to include any property zoned R-1, Suburban-Residential and to provide a process for citizens wishing to add subdivisions not zoned R-1 to the existing ordinance. Further, staff recommends limiting this process to one opportunity per year. These changes would help to mitigate the costs involved in amending the code which include advertising the Public Hearing in the newspaper of record (approx. \$200/week), legal review of the proposed ordinance (\$335/hr.), and updating the County’s online code through Municode (approx. \$20/page) plus staff cost for research and preparation.

If the Board approves, a formal ordinance change will be prepared, properly advertised, and added to the August 22, 2022 Regular Meeting agenda.

ATTACHMENTS

- Proposed changes to County Code Section 10-69 – Dogs running at large

Sec. 10-69. – Dogs running at large.

- (a) In order to facilitate inspection of current dog licenses and the capture of unlicensed stray dogs, no dog shall be permitted to run at large in any part of the county from April 1 through May 31 of each year. All dogs shall be confined, restricted, or penned up during these months. For the purpose of this section, a dog shall be deemed to be running at large while roaming, running, or self-hunting off the property of its owner or custodian and not under its owner's or custodian's immediate control.
- (b) It shall be unlawful for the owner or custodian of any dog to permit the dog to go upon any public street, sidewalk, or right-of-way or upon the property of another within the hereafter described areas of the county, unless it is kept secured by a leash or lead or other means of restraint not harmful or injurious to the dog, and under the control of a responsible person capable of physically restraining the dog:

(1) Any property zoned R-1, Suburban-Residential

(2) The area and property known as Corinth Heights Subdivision, and more particularly shown on those certain plats of survey on record in the clerk's office of the county circuit court, in the clerk's Plat Book 10, page 27, to which reference is made here. (Zoned R-R)

~~(2) The area and property known as Venter Heights Subdivision, and more particularly shown on those certain plats of survey on record in the clerk's office of the county circuit court, in the clerk's Plat Book 10, page 10, to which reference is made here. (Zoned R-1)~~

~~(3) The area and property known as Oak Springs Subdivision, and more particularly shown on those certain plats of survey on record in the clerk's office of the county circuit court, in the clerk's Plat Book 11, page 67, to which reference is made here. (Zoned R-1)~~

~~(4) The area and property known as Aylett Farms Subdivision, and more particularly shown on those certain plats of survey on record in the clerk's office of the county circuit court, in the clerk's Plat Book 10, page 64, to which reference is made here. (Zoned R-1)~~

~~(5) The area and property known as Manquin Farms Subdivision, and more particularly shown on those certain plats of survey on record in the clerk's office of the county circuit court, in the clerk's Plat Book 10, page 106, to which reference is made here. (Zoned R-1)~~

(3) ~~(6)~~ The area and property known as Corr Walker Subdivision, also known as Beaver Creek, King William Estates, and Timberland Estates Subdivisions, and more particularly shown on those certain plats of survey on record in the clerk's office

of the circuit court of King William, Virginia, in clerk's Plat Book 13, page 15, page 30, page 34 to which reference here is here made. (Zoned R-R)

~~(7) The area and property known as Terra Alta Subdivision, and more particularly shown on those certain plats of survey on record in the clerk's office of the county circuit court, in the clerk's Plat Book 13, page 3, to which reference is made here. (Zoned R-1)~~

~~(8) The area and property known as Fairfield Subdivision, and more particularly shown on those certain plats of survey on record in the clerk's office of the county circuit court, in the clerk's Plat Book 13, page 94, to which reference is made here. (Zoned R-1)~~

(4 9) The area and property known as Rose Garden Estates Subdivision, and more particularly shown on those certain plats of survey on record in the clerk's office of the county circuit court, in the clerk's Plat Book 15, page 65, to which reference is made here. (Zoned A-C)

(5 10) The area and property known as Reed Brothers Subdivision, and more particularly shown on those certain plats of survey on record in the clerk's office of the county circuit court, in the clerk's Plat Book 16, page 150, to which reference is made here. (Zoned A-C)

(6 11) The area and property known as Edge Hill Farms Subdivision, and more particularly shown on those certain plats of survey on record in the clerk's office of the county circuit court, section A in the clerk's Plat Book 10, page 94; section B in Plat Book 10, page 126; and section C in Plat Book 11, page 52, to which reference is made here. (Zoned A-C)

(7 12) The area and property known as Cherry Hill Subdivision, and more particularly shown on those certain plats of survey on record in the clerk's office of the circuit court of King William County, Virginia, in clerk's Plat Book 10, pages 119—124, to which reference here is here made. (Zoned R-R)

~~(13) The area and property known as Rosewood Subdivision, and more particularly shown on those certain plats of survey on record in the clerk's office of the circuit court of King William County, Virginia, section A in clerk's Plat Book 16, page 187; section B in Plat Book 16, page 230; section C in Plat Book 17, page 4; and two lots of record in clerk's Deed Book 306, page 403, to which reference here is here made. (Zoned R-1)~~

(8 14) The area and property known as Spring Pleasants Subdivision, and more particularly shown on those certain plats of survey on record in the clerk's office of the circuit court of King William County, Virginia, in clerk's Plat Book 13, page 140, to which reference here is here made. (Zoned A-C)

~~(15) The area and property known as Indian Fields Subdivision, and more particularly shown on those certain plats of survey on record in the clerk's office of the circuit court of King William County, Virginia, in clerk's Plat Book 18, page 108-109, to which reference here is made. (Zoned R-1)~~

- (c) Any person who does not restrain his dog in accordance with this section, whether such person is the owner or custodian of such dog, shall be guilty of a Class 4 misdemeanor. The animal control officer or sheriff's deputies shall have the duty to enforce the provisions of this section.
- (d) This section shall not apply to any person who uses a dog under his direct supervision while lawfully hunting, while engaged in a supervised formal obedience training class or show, or during formal sanctioned field trials.

(e) The process by which citizens may petition the county to be added to the list of described properties in Section 10.69 (b) shall be as follows:

- (1) Citizens obtain the signatures of 50% of residents of a particular Subdivision, identifiable by plat book number, and plat book page of survey on record in the clerk's office of the county circuit court.
- (2) Citizens present such petition to the County Administrator's office by October 1 for consideration by the Board of Supervisors at their October Work Session meeting.
- (3) If in agreement with the addition(s), the Board, by general consensus, authorizes staff to research and prepare the necessary ordinance change and to advertise a Public Hearing to be held at the October Regular Meeting of the Board of Supervisors, such that notice is provided at least five business days prior to the date of the Public Hearing.
- (4) The Public Hearing is held on the date advertised, or as soon thereafter as the public may be heard.
- (5) The Board votes to approve or deny the petition.

AGENDA ITEM 4.i.

VA250 Committee Formation - Percy C. Ashcraft, County Administrator



Dear Mr. Ashcraft:

The [Virginia American Revolution 250 Commission \(VA250\)](#) was created by the General Assembly for the purpose of planning for and commemorating the 250th anniversary of Virginia's participation in American independence, the duration of which will be 2022 through 2026. The Commission is composed of legislative leaders, tourism and economic development officials, historians, and experts across a wide spectrum.

Virginia leads a nationwide effort in creating a commission to formally begin planning for the commemoration. As you know, the 250th anniversary of American independence holds tremendous educational, economic, and tourism opportunities for the Commonwealth. Not only was Virginia a central focus of the American Revolution in the 1770's and 1780's, but it is still at the center, in terms of what visitors can see and experience today.

The story of Virginia's participation in independence is statewide. There are hundreds of related sites throughout the state that serve to better educate Virginians, and those who travel to Virginia, as to the pivotal role the Commonwealth held in independence. The strength of that geographic dispersal means that visitors do not have to travel to a specific place to experience the history - no matter where they are in the state, there is nearby history to take in. Further, the Commission is firm in its resolve to plan a statewide commemoration that is multi-faceted and inclusive of the diverse individuals, histories, sites, stories, and communities that define Virginia.

To position Virginia as a key leader in this national commemoration, the Commission requests that your locality form a Local VA250 Committee to join in the planning for this large-scale commemoration. Further, we ask that you designate a liaison to work with the Commission, who will serve as the local contact with the state commission, participate in planning events, and communicate regularly on events occurring within the locality. While the Commission is planning statewide programs and events, including traveling exhibitions, strong involvement at the local level is crucial. The Commission is working with hundreds of partners across the state to encourage and support local participation. Local history, after all, is the foundation on which all else is built.

For those localities that form official Local VA250 Committees, as evidenced by the passing of a resolution of support (sample attached), the designation of a local contact, and the formation of a Local VA250 Committee, the state commission will provide grant funding opportunities for commemorative events and make available programs to include traveling exhibitions and teacher resources. It is also noteworthy that localities may be able to access American Rescue Plan Act (ARPA) funds for commemoration projects, as such funding supports industries that experienced negative economic impacts during the pandemic such as tourism, travel, and hospitality.

To every extent possible, the local committee should include representatives from tourism, education, economic development, museums and historic sites, local historical and cultural groups, universities and colleges, Tribal representatives, and the governing body, among others.

Once the local committee designee is named, please forward the enclosed form to Elizabeth Mancano, VA250 Deputy Director. Staff will remain in close contact with the local liaison, providing technical assistance and support. Please do not hesitate to contact Elizabeth (757) 837-7228, elizabeth.mancano@jyf.virginia.gov, or me (804) 205-0788, cheryl.wilson@jyf.virginia.gov, if you have questions.

On behalf of the Virginia American Revolution 250 Commission, we look forward to working with you and other localities throughout the Commonwealth as we begin planning for the 250th anniversary of American independence. The beginning of the commemoration period is fast approaching and promises to provide a once-in-a-generation opportunity to come together as Virginians and Americans to better understand our past as we celebrate our collective future.

Sincerely,

A handwritten signature in cursive script that reads "Cheryl A. Wilson". The signature is written in dark ink and is positioned above the printed name and title.

Cheryl Wilson
Executive Director



**VIRGINIA AMERICAN REVOLUTION 250 COMMISSION
Local 250th Committee Assignment Form**

The Virginia American Revolution Commission was created by the General Assembly for the purpose of planning for and commemorating the 250th anniversary of Virginia's participation in the American Revolution, the Revolutionary War, and the formation of the nation. Planning for this statewide and national event has already begun, and culminates in 2026, and then continuing beyond. Each locality is asked to form a local 250th committee to begin planning for the multi-year commemoration period. The Commission will provide grant opportunities and technical support to local committees. **Please designate below a liaison to work with the Commission, who will serve as liaison between the local community and the state commission.** Localities are also encouraged to pass a resolution of support establishing a Local 250th Committee.

Locality: _____

Name of Designee: _____

Title: _____

Organization: _____

Address: _____

Phone: _____

Email: _____

Comments: _____

Please return to: Elizabeth Mancano, Deputy Director, VA250 Commission, 2110 Jamestown Road, Williamsburg VA 23185. Phone: 757-837-7228 / Email: elizabeth.mancano@jyf.virginia.gov

RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE _____ OF _____
RELATING TO THE SUPPORT OF THE VIRGINIA AMERICA 250 COMMISSION
RECITALS:**

A. The Board of Supervisors of _____ (“the County/City/Town”) is dedicated to the furtherance of economic development and tourism in _____

B. The Virginia America 250 Commission (VA250) was created in 2020 by the General Assembly for the purpose of preparing for and commemorating the 250th anniversary of Virginia’s participation in American independence

C. VA250 has requested that each locality form a committee to aid in planning for the commemoration period.

WHEREAS, _____ will form a local VA250 committee;

WHEREAS, the committee will plan and coordinate programs occurring within the locality and communicate regularly with VA250;

WHEREAS, the Board of Supervisors wishes to undertake this endeavor with VA250 to promote and commemorate this important historic milestone.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE _____:

1. The Board of Supervisors hereby desires to support the Virginia America 250 Commission and their efforts to commemorate the 250th anniversary of Virginia’s participation in American independence.

2. _____ will form a committee to aid in the planning for the commemoration period.

ADOPTED this _____ day of _____, 2022.

(SEAL)

A COPY TESTE: _____
Name
Title

Christy Coleman, Interim Chair
Jamestown-Yorktown Foundation

Jamie O. Bosket, Interim Vice Chair
Virginia Museum of History and Culture

The Honorable. Terry Austin
The Honorable Hyland (Buddy) Fowler
The Honorable Mamie Locke
The Honorable Tommy Norment
The Honorable Kenneth Plum

Chief Steve Adkins
Chickahominy Indian Tribe
Edward H. Baine
Dominion Energy Virginia
Diane Bechamps
Virginia Tourism Authority
Leslie Bowman
Monticello
Gretchen Bulova
Office of Historic Alexandria
H. Benson Dendy III
Chairman Emeritus, Jamestown-Yorktown Foundation
David Duncan
American Battlefield Trust
Cliff Fleet
Colonial Williamsburg Foundation
Sue Gerdelman
Jamestown-Yorktown Foundation Board of Trustees
Peter Hedlund
Virginia Humanities
Kathy Jordan
Library of Virginia
Julie Langan
Department of Historic Resources
Jerri Marr
Colonial National Historical Park
Eric Monday
Virginia Bar Association
Chief Anne Richardson
Rappahannock Tribe
Jackie Stone
McGuire Woods LLP
Scott M. Stroh III
Gunston Hall
Dr. Karin Wulf
Brown University

Cheryl Wilson, Executive Director
Cheryl.wilson@jyf.virginia.gov
Elizabeth Mancano, Deputy Director
Elizabeth.mancano@jyf.virginia.gov

Commission Membership

Christy Coleman, Interim Chair
Jamestown-Yorktown Foundation

Jamie O. Bosket, Interim Vice Chair
Virginia Museum of History and Culture

The Honorable. Terry Austin
The Honorable Hyland (Buddy) Fowler
The Honorable Mamie Locke
The Honorable Tommy Norment
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H. Benson Dendy III
Chairman Emeritus, Jamestown-Yorktown Foundation
David Duncan
American Battlefield Trust,
Secretary of the US
Semiquincentennial Commission

Cliff Fleet
Colonial Williamsburg Foundation
Sue Gerdelman
Jamestown-Yorktown Foundation
Board of Trustees
Peter Hedlund
Virginia Humanities
Kathy Jordan
Library of Virginia
Julie Langan
Department of Historic Resources
Jerri Marr
Colonial National Historical Park
Eric Monday
Virginia Bar Association
Chief Anne Richardson
Rappahannock Tribe
Jackie Stone
McGuire Woods LLP
Scott M. Stroh III
Gunston Hall
Dr. Karin Wulf
Brown University

Cheryl Wilson, Executive Director

AGENDA ITEM 4.j.

Authorizing the County Administrator to Sign VATI Contract - Steve Hudgins, Deputy County Administrator

CONTRACT#: VATI #Insert Contract Number
GRANTEE: Insert Grantee Name

AGREEMENT

This AGREEMENT, entered into on the Start Date, by and between the Virginia Department of Housing and Community Development hereinafter referred to as “DHCD” and the Insert Grantee Name hereinafter referred to as “GRANTEE.”

WITNESSETH

WHEREAS, the Commonwealth of Virginia has been authorized to distribute and administer the Virginia Telecommunication Initiative (VATI), and

WHEREAS, DHCD has been authorized to distribute and administer funds awarded through the VATI grant-making process, and

WHEREAS, the Project as described in the VATI application submitted by the GRANTEE (“Project”) has achieved a sufficiently high ranking through a competitive application selection system to qualify for funds awarded through the VATI grant-making process based on the program guidelines and criteria of the funding source,

Now THEREFORE, the above-mentioned parties hereto do mutually agree as follows:

1. **Award.** DHCD agrees to award the GRANTEE a grant through the Virginia Telecommunication Initiative in the amount of Insert Grant Amount written out long form (Number in parenthesis) through the Coronavirus State and Local Fiscal Recovery Fund within the American Rescue Plan Act of 2021, which outlines special compliance and reporting requirements for broadband infrastructure projects, under which the GRANTEE must comply. These requirements are outlined in the special conditions section of this agreement.
2. **Technical Assistance.** DHCD agrees to provide the GRANTEE with technical assistance in establishing and implementing the administration this project.
3. **Project.** The GRANTEE will commence and carry out, in partnership with VATI Co-Applicant, hereinafter referred to as “THE COMPANY”, a broadband construction project designed to provide access to broadband services to insert number of serviceable units in the List Project location(s).
4. **Memorandum.** The GRANTEE must establish and execute a Memorandum of Agreement/Understanding with THE COMPANY, which is binding and enforceable to assure that the GRANTEE can adequately meet its contractual obligations under the grant awarded through the VATI grant-making process.

5. **Scope of Services.** The activities furnished by the GRANTEE shall include, but are not necessarily limited to, those outlined in **Exhibit A**, made a part of this agreement by this reference. The activities shall be provided in a manner satisfactorily to DHCD and in accordance with all applicable federal, state, and local laws.
6. **Contract Performance Period.** This contract shall commence on Start Date and be completed on End Date (“Contract Period Performance Date”), unless there are grant Special Conditions that require additional action by the GRANTEE for specific activity(ies). In such instances, the GRANTEE must complete the requirements of the Special Conditions, or the contract is terminated in accordance with other provisions herein. If the GRANTEE is unable to complete grant Activities by the above referenced date, the GRANTEE shall return all unexpended funds, unless a contract extension has been approved. Repayment of the unexpended funds shall be governed by Section 9 of this Agreement.
7. **Method of Payment.** As compensation for the activities under this agreement, DHCD agrees to pay the GRANTEE a total grant award not to exceed Insert Grant Amount (Number). This is a cost reimbursement contract and payment to the GRANTEE will be made as described in **Exhibit B**, made part of this agreement by this reference.
8. **Retainage.** DHCD shall retain ten percent (10%) of the grant award. DHCD will not accept, and GRANTEE agrees not to submit, any further progress remittance requests after 90% of the grant funds have been drawn down by the GRANTEE. DHCD will not be obligated to release any of the retainage unless all conditions precedent to payment described in this Agreement are met and GRANTEE and COMPANY are not in default under the terms of this Agreement. Upon the timely and proper completion of construction by GRANTEE and the COMPANY and approval of the final closeout report by DHCD, GRANTEE may submit a remittance request for remaining grant funds, less the post-closeout retainages described in Exhibit B, in accordance with the terms contained in Exhibit B. Following the submission to DHCD of the 6-month and 12-month post-closeout reports, GRANTEE may submit remittance requests for the respective sums retained for each such report.

9. Repayment

- a. *Repayment of funds awarded through the VATI grant-making process payments upon Determination of Inability to Comply:*
 - i. If DHCD determines at any time before the Contract Period Performance Date that the GRANTEE in partnership with THE COMPANY is unlikely to meet its contractual obligations, DHCD shall promptly notify THE GRANTEE and may require the

submission of a Corrective Action Plan. Such a determination by DHCD will be based on such circumstances as a filing by or on behalf of THE COMPANY under Chapter 7 of the U.S. Bankruptcy Code, the liquidation of THE COMPANY, an abandonment of the project by THE COMPANY or other similar significant event that demonstrates THE COMPANY will be unable or is unwilling to satisfy the targets for the grant awarded through the VATI grant-making process. DHCD reserves the right to require the GRANTEE to recoup funds from THE COMPANY at the GRANTEE'S expense and return those funds to DHCD.

- ii. If before the Contract Period Performance Date the GRANTEE in partnership with THE COMPANY does not meet at least ninety (90) percent of each of the [key deliverables] by and through the Contract Period Performance Date (tailor description to the agreement, miles of fiber or cable laid, new homes with service, etc.), DHCD shall promptly notify the GRANTEE and may require the submission of a Corrective Action Plan. DHCD reserves the right to require the GRANTEE to recoup funds from THE COMPANY at the GRANTEE'S expense and return those funds to DHCD.

b. *Repayment Dates:* Such repayment shall be due from the COMPANY to the GRANTEE within thirty (30) days of the date that DHCD issues its notice to GRANTEE to recoup funds from the COMPANY. Any VATI monies repaid by THE COMPANY to the GRANTEE hereunder shall be repaid promptly to DHCD for redeposit into the fund, which funded the project. GRANTEE shall use its best efforts to recover all such funds, including legal action for breach of the executed Memorandum of Agreement. The GRANTEE shall assume primary responsibility for filing and prosecuting any such legal action. GRANTEE shall have ultimate responsibility for the repayment of any sums hereunder but will be given time to pursue repayment from the COMPANY before repaying DHCD. DHCD will allow continued pursuit of repayment by the GRANTEE with monthly reports demonstrating full pursuit of repayment. If repayment is not received by the GRANTEE after one (1) year, the funds must be returned promptly to DHCD from the GRANTEE.

c. *Failure to Repay:* If any repayment due pursuant to this Section 9 is not made by the COMPANY when due, DHCD may determine that further collection action is required, and DHCD may refer the matter to the Office of the Attorney General (the "OAG") for collection pursuant to Section 2.2-518 of the Virginia Code. In such event, by its signature below, the GRANTEE will be deemed to have assigned to the Commonwealth of Virginia all of its rights, title and interest in and to this Section 9 and all claims the GRANTEE has or may have against the COMPANY for recoupment of funds as contemplated in this Section 9. The GRANTEE shall include in its contract with the COMPANY a

provision that expressly consents to this assignment, that requires the COMPANY to pay back all funds subject to recoupment pursuant to this Section 9, and that provides that, in any matter referred to the OAG for collection, the COMPANY shall be liable to pay interest, administrative charges, collection costs, attorneys' fees, expert fees, consultant fees, and other applicable fees to the Commonwealth of Virginia and that interest on any outstanding repayment referred to the OAG shall accrue at the rate set forth in Section 6.2-301 A. of the Virginia Code (currently 6.0% per year) for the period from the date on which the repayment is due until paid.

10. **Service Territory Data Submission Requirement.** The GRANTEE shall provide DHCD with broadband service and coverage data and information (“Service Territory Data”) in the time and formats established by DHCD in its Internet Service Provider Service Territory Data Submission Guidelines (“Data Submission Guidelines”) pursuant to Section P of Item 114 of Chapter 552, 2021 Acts of Assembly, 2021 Special Session I (“Budget Amendment”). Service Territory Data shall be submitted through the Broadband Provider Data Submission Portal for the Commonwealth of Virginia established by DHCD to securely accept such data.

11. **Publicity.** GRANTEE agrees to recognize DHCD’s support in their efforts to expand broadband in all project related communication with the media and its marketing publications. The following statement is suggested: ***“This project was funded/supported in collaboration with the Commonwealth of Virginia’s Telecommunication Initiative.”***

12. **Audit.** The GRANTEE shall submit one of the following financial documents for the GRANTEE’s fiscal year identified below: Financial Statement**, Reviewed Financial Statement prepared by an Independent Certified Public Accountant (CPA), Audited Financial Statement prepared by an Independent CPA or an audit required by the Code of Federal Regulations (CFR), (2 CFR 200 Subpart F), audited by an Independent CPA. Please see the table below to determine which document your organization is required to submit. The threshold requirements outlined below are the *minimal* standards required by DHCD. We strongly encourage all organizations receiving funds from DHCD to undertake the highest level of financial management review to ensure practices and procedures are fully examined and evaluated.

Threshold Requirement	Document
Total annual expenditures ≤\$100,000 (Regardless of source)	Financial Statement prepared by organizations**
Total annual expenditure between \$100,001 and \$300,000 (Regardless of source)	Reviewed Financial Statement prepared by an Independent Certified Public Accountant (CPA)

Total annual expenditures > \$300,000 (Regardless of source)	Audited Financial Statement prepared by an Independent CPA
Federal expenditures ≥\$750,000	2 CFR 200 Subpart F--Audited by an Independent CPA

**Does not require preparation by a CPA

Entities shall file the required financial document in the Centralized Application and Management System (CAMS) within nine (9) months after the end of their fiscal year or 30 (thirty) days after it has been accepted, (Reviewed Financial Statement, Audited Financial Statement, and Single Audit Act only) whichever comes first.

The full DHCD Audit Policy, including an explanation of the specific document requirements, can be found online at:

<https://www.dhcd.virginia.gov/sites/default/files/Docx/audit-policy/dhcd-financial-statement-audit-policy-2019.pdf>

GRANTEE shall maintain all data and records related to the project made the subject of this AGREEMENT (“Project”) for a period of five (5) years following the conclusion of the Project for the purposes of compliance with potential audits. Entities will produce all data and records related to the Project upon written request by DHCD or its successors or designees within thirty (30) days following said request.

13. Certifications and Representations and Warranties.

a. All information and documentation submitted to DHCD in connection with or which accompanied the application out of which this Agreement arises and/or in connection with any contract or agreement that may result from an award arising out of said application are true and accurate in all material respects.

b. No principal, partner, shareholder, director, officer, member, manager or other employee of the COMPANY with managerial control or responsibility over said entity or any significant aspect of its operations in the Commonwealth of Virginia were employed (i) by the awarding agency and involved in the evaluation and scoring of applications received for consideration of award during a period of one (1) year prior to the date of the announcement of project awards, or (ii) by the Governor’s administration during a period of two (2) years prior to the date of the execution of this Agreement.

c. The GRANTEE hereby represents and warrants that the certifications are true and correct in all respects and that DHCD may reasonably rely upon such certifications as statements of preexisting facts.

d. The GRANTEE shall include provisions requiring the COMPANY to make the following certifications in the GRANTEE’S contract with the COMPANY as a condition to entry into the GRANTEE’S contract with the COMPANY: All information and documentation submitted to the GRANTEE and DHCD in connection with or which

accompanied the application out of which this Agreement arises and/or in connection with any contract or agreement that may result from an award arising out of said application are true and accurate in all material respects. No principal, partner, shareholder, director, officer, member, manager or other employee of the COMPANY with managerial control or responsibility over said entity or any significant aspect of its operations in the Commonwealth of Virginia were employed (i) by the awarding agency and involved in the evaluation and scoring of applications received for consideration of award during a period of one (1) year prior to the date of the announcement of project awards, or (ii) by the Governor's administration during a period of two (2) years prior to the date of the execution of this Agreement. The COMPANY hereby represents and warrants that the certifications are true and correct in all respects and that the GRANTEE and DHCD may reasonably rely upon such certifications as statements of preexisting facts.

14. Miscellaneous.

- a. *Entire Agreement; Amendments:* This AGREEMENT constitutes the entire agreement among the parties hereto as to the Project and any associated VATI Grant and may not be amended or modified, except in writing, signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The GRANTEE may not assign its rights and obligations under this Agreement without the prior written consent of DHCD.
- b. *Governing Law; Venue:* This AGREEMENT is made, and is intended to be performed, in the Commonwealth of Virginia and shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the City of Richmond, Virginia and such litigation shall be brought only in such court.
- c. *Counterparts:* This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.
- d. *Severability:* If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
- e. *Attorneys' Fees:* Except as provided in Section 9, attorneys' fees shall be paid by the party incurring such fees.

**SPECIAL CONDITIONS FOR PROJECTS FUNDED BY THE
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND**

1. **Compliance with Federal, State, and Local Laws.** In addition to the provisions provided, the GRANTEE and the COMPANY must comply with all applicable federal laws and regulations, and with all requirements for state, local, and Tribal laws and ordinances to the extent that such requirements do not conflict with federal laws.
2. **Low-Income Service Option; Participation in the Affordable Connectivity Program.** The GRANTEE must require the COMPANY to either participate in the Federal Communications Commission’s (FCC) Affordable Connectivity Program (ACP), or otherwise provide access to a broad-based affordability program to low income consumers in the proposed service area of the broadband infrastructure that provides benefits to households commensurate with those provided under the ACP.
3. **Non-Discrimination.** The GRANTEE of federal financial assistance from U.S. Department of the Treasury (“Treasury”) are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of federal funds. Those requirements include ensuring that entities receiving federal financial assistance from Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 C.F.R. part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 C.F.R. part 28; Age Discrimination Act of 1975, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 C.F.R. part 23.

4. **OMB Uniform Guidance for Federal Awards.** The GRANTEE must comply with 2 CFR Part 200, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which includes but is not limited to, Subpart B (2 CFR 200.100), General Provisions; Subpart C (2 CFR 200.200), Pre-Federal Awards Requirements and Contents of Federal Awards; Subpart D (2 CFR 200.300), Post Federal Award Regulations; Subpart E (2 CFR 200.400), Cost Principles; Subpart F (2 CFR 200.500), Audit Requirements; and all accompanying Appendices. The GRANTEE is encouraged to review this list of requirements, beginning on Page 6 of the Coronavirus [State and Local Fiscal Recovery Fund Compliance and Reporting Guidance](#). For any and all contracts made by a non-Federal entity under a Federal award, 2 CFR 200.326 requires the following contract provisions (as found in Appendix II to Part 200) be included and

adhered to as applicable and unless specifically excluded by other Federal regulations.

- a. **Single Audit Requirements.** If the GRANTEE expends more than \$750,000 in Federal awards during their fiscal year, the GRANTEE will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. The GRANTEE may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.



In witness whereof, the parties hereto have executed or caused to be executed by their duly authorized official this AGREEMENT in duplicate, each copy of which will be deemed an original.

COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

BY: _____ DATE: _____
Tamarah Holmes, Ph.D, Director, Office of Broadband

City of Richmond,
Commonwealth of Virginia

I do certify that Tamarah Holmes, Ph.D., personally appeared before me and made oath that she is the Director, Office of Broadband at the Department of Housing and Community Development and that she is duly authorized to execute the foregoing document.

My commission expires: _____.

Given under my hand this _____ day of Date.

Notary Public

Registration Number

Grantee Name

BY: _____ DATE: _____
Chief Executive Officer, Title

Locality
Commonwealth of Virginia

I do certify that Chief Executive Officer personally appeared before me and made oath that he/she is the Title, Virginia and that he is duly authorized to execute the foregoing document.

My commission expires: _____.

Given under my hand this _____ day of Date.

Notary Public

Registration Number

SCOPE OF WORK

GRANTEE Name: Insert Grantee Name
Contract Period: Insert Contract Period
Contract Number: Insert Contract Number

A. Grant Requirements. The GRANTEE will commence, carry out and complete the following activities:

PROJECT TITLE: Insert Project Title
GRANT ACTIVITIES: Insert Grant Activities
OUTCOMES: Insert Project Outcomes

B. Reporting Requirements. GRANTEE agrees to provide the following reports to DHCD:

- a. Monthly progress reports by the 15th of each month using the template in CAMS.
- b. Final project progress report within **30 days** of project completion date using the template in CAMS.
- c. Post-closeout report on subscribers using the template in CAMS at six (6) months and 12 months from project closeout date.

C. Compliance Monitoring. DHCD will conduct an Interim and Final Compliance Review. The GRANTEE will make all records available upon request by DHCD.

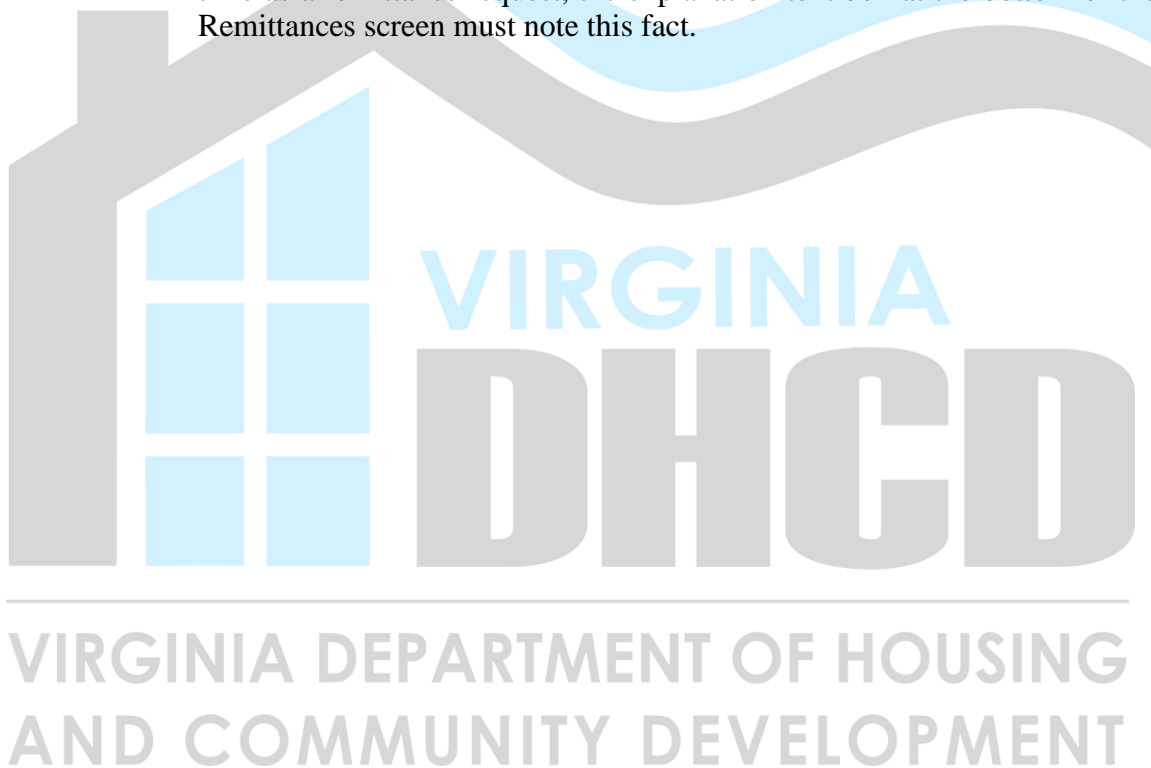
D. Quality of Work. The Project may be monitored through on-site visits by DHCD. Upon completion of the Project and to assist the DHCD in its determination that the quality of work is satisfactory, THE COMPANY will provide speed validation data to the GRANTEE and/or a DHCD representative to ensure broadband speeds meet VATI criteria.

E. Record Keeping Requirements

The GRANTEE shall retain financial records, supporting documents, reports, and all other records pertinent to the VATI award for a period of no less than **five years** from the date of submission of the final expenditure report. When applicable, all contractors or GRANTEE shall comply with the Virginia Public Procurement Act § 2.2-4300 et seq. of the Code of Virginia, which requires that all original bids together with all documents pertaining to the award of a contract shall be retained in accordance with a retention period of at least five years.

F. Administrative Requirements. The Grantee must use the Centralized Application and Management System (CAMS) to provide all documentation including, but not limited to:

- a. After the AGREEMENT has been executed, the GRANTEE must submit the project budget into CAMS.
- b. All correspondence, including contract amendment and budget revision request documents, must be uploaded into “Reports and Communication” in CAMS as *correspondence* documents.
- c. All DOCUMENTS required by this contract must be uploaded into “Reports and Communication” in CAMS as *contract* documents.
- d. All remittance requests must be submitted through “Remittance” in CAMS. If documents are submitted in “Reports and Communication” at the same time as a remittance request, the explanation text box at the bottom of the Remittances screen must note this fact.



METHOD OF PAYMENT

GRANTEE Name: Insert Grantee Name
Contract Period: Insert Contract Period
Contract Number: Insert Contract Number

DHCD will provide Insert Grant Amount (Number) in funds awarded through the VATI grant-making process for the reimbursement of eligible expenses required to complete project activities described in **Exhibit A.**

The GRANTEE must review all remittances/invoices from THE COMPANY and verify that the completion of key project deliverables are in accord with the approved milestone timeline in **Exhibit C,** made part of this agreement by this reference.

Matching Funds. A total of **Insert Match Funds (Number)** in matching funds is committed to this project by the GRANTEE and the Company. These funds shall be expended prior to, or in proportion to funds awarded through the VATI grant-making process as outlined in the approved budget. Documentation on the expenditure of these funds shall be maintained by the GRANTEE and reported to DHCD with each monthly report and within the final progress report.

Payment of Grant Funds. DHCD agrees to make payment to the GRANTEE upon receipt in CAMS of a properly completed remittance and supporting documentation. The GRANTEE must complete and submit the VATI Cost Performance Index (CPI) form with every remittance. DHCD reserves the right to deny any remittance requests or request further explanation from projects with a CPI value of less than .9. Submissions of remittance may be made allowing approximately thirty (30) days for the receipt of funds. Funds are to be immediately disbursed by the GRANTEE and shall not be deposited in an interest-bearing account.

Payments for grants administration expenses will be accepted and processed only on a pay-for-performance basis in accordance with the approved performance based administrative budget in **Exhibit D.**

Notwithstanding the effective date of this contract INSERT DATE, budgeted administrative expenses, including soft costs and materials incurred prior to this date have been approved for reimbursement. The effective date of this authorization is INSERT DATE

Payment of Closeout Retainage Expressly conditioned upon the timely and proper final completion of construction, DHCD’s receipt of the final closeout report and all Service Territory Data for the Project in a form and manner acceptable to DHCD, and submission of all requiring supporting documentation described in Exhibit A in a form and manner acceptable to DHCD, DHCD agrees to release the remaining retainage, less the post-closeout retainages described in the table below.

Payment of Post-Closeout Retainage. DHCD agrees to release the 6 month post-closeout retainage described in the table below conditioned upon its timely and proper receipt of the 6 month post-closeout report in a form and manner acceptable to DHCD. DHCD agrees to release the 12 month post-closeout retainage described in the table below conditioned upon its timely and proper receipt of the 12 month post-closeout report in a form and manner acceptable to DHCD.

Total VATI Award	Retainage Release upon submission of below post-closeout report	
	6 month post-closeout	12 month post-closeout
<\$1 million	\$3,000	\$2,000
≥\$1 million, <\$5 million	\$6,000	\$4,000
≥\$5 million, <\$10 million	\$30,000	\$20,000
≥\$10 million, <\$35 million	\$60,000	\$40,000
≥ \$35 million	\$120,000	\$80,000

Budget Revisions/Amendments. The GRANTEE shall not obligate, encumber, spend or otherwise utilize grant funds awarded through the VATI grant-making process for any activity or purpose not included or not in conformance with the budget as apportioned and as submitted to DHCD unless the GRANTEE has received explicit approval by WRITTEN NOTICE from DHCD to undertake such actions.

Data Condition: Further, and notwithstanding anything to the contrary contained herein, payment to the GRANTEE shall be expressly conditioned and contingent upon the proper and timely receipt by DHCD of the Service Territory Data as required in this Agreement.

MILESTONE TIMELINE

GRANTEE Name: Insert Grantee Name
Contract Period: Insert Contract Period
Contract Number: Insert Contract Number



PERFORMANCE BASED ADMINISTRATIVE BUDGET

GRANTEE Name: Insert Grantee Name
Contract Period: Insert Contract Period
Contract Number: Insert Contract Number



AGENDA ITEM 6.a.

Motion to Convene Closed Meeting in accordance with Section 2.2-3711 **(A)(1)** of the Code of Virginia to consider a personnel matter involving the performance of a specific public employee and salary of a specific public officer, appointee, or employee; in accordance with Section 2.2-3711 **(A)(7)** to consult with legal counsel, consultants, and/or staff on a matter of actual litigation in which the County is involved and on a matter of probably litigation in which the County may become involved; and in accordance with Section 2.2-3711 **(A)(8)** of the Code of Virginia to consult with legal counsel on a specific legal matter regarding salaries requiring the provision of legal advice by counsel.

CLOSED MEETING MOTIONS

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

1. appointment of individuals to Boards and Commissions.

2. interview of a prospective candidate for employment.

(or the)

3. Employment

6. Promotion

9. Salary

4. Assignment

7. Performance

10. Discipline

5. Appointment

8. Demotion

11. Resignation

of a specific public officer / appointee / employee.

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

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

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

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

PROTECTION OF PRIVACY OF INDIVIDUALS – In accordance with Section 2.2-3711 (A)(4) of the Code of Virginia, I move that the Board of Supervisors convene in Closed Meeting regarding a personal matter not related to public business in order to protect the privacy of individuals.

PROSPECTIVE BUSINESS OR INDUSTRY OR EXPANSIONS OF EXISTING BUSINESS OR INDUSTRY – In accordance with 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 from below):

- 1. consult with legal counsel, consultants, and/or staff on a matter of actual litigation in which the County is involved.
- 2. consult with legal counsel, consultants, and/or staff on a matter of probable litigation in which the County may become involved.

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

LEGAL MATTERS – In accordance with Section 2.2-3711 (A)(8) of the Code of Virginia, I move that the Board of Supervisors convene in Closed Meeting to consult with legal counsel on a specific legal matter (identify matter in general terms at a minimum) requiring the provision of legal advice by counsel.

HAZARDOUS WASTE SITING – In accordance with 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 (choose from below):

- 1. discuss plans to protect public safety relating to terrorist activity or specific cybersecurity threats or vulnerabilities and briefings by staff members, legal counsel, law-enforcement, or emergency service officials concerning actions taken to respond to such activity or a related threat to public safety.
- 2. discuss reports or plans related to the security of any governmental facility, building, or structure, or the safety of persons using such facility, building, or structure.

PUBLIC CONTRACTS – In accordance with Section 2.2-3711 (A)(29) of the Code of Virginia, because discussion in an open session would adversely affect the bargaining position or negotiating strategy of the Board, I move that the Board of Supervisors convene in Closed Meeting to (choose from below):

- 1. discuss the award of a public contract involving the expenditure of public funds.
- 2. interview bidders or offerors.
- 3. discuss the terms or scope of a public contract.

CERTIFICATION OF CLOSED MEETING

Mr. Chairman, I move that the King William County Board of Supervisors approve Standing Resolution 1 (SR-1) in accordance with Section 2.2-3712 (D) of the Code of Virginia, 1950, as amended, certifying that the Closed Meeting was conducted in conformity with the requirements of the Virginia Freedom of Information Act.

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the King William County Board of Supervisors on this _____ day of _____, 2022, hereby certifies that, to the best of each member's knowledge:

1. Only public business matters lawfully exempted from open meeting requirements under the Freedom of Information Act were heard, discussed, or considered by the King William County Board of Supervisors in the Closed Meeting to which this certification resolution applies; and
2. Only such public business matters as were identified in the motion convening the Closed Meeting were heard, discussed, or considered by the King William County Board of Supervisors.

[ROLL CALL VOTE]