



# KING AND QUEEN COUNTY VIRGINIA

*Founded 1691*

## Board of Supervisors Meeting

Monday, June 9, 2025  
Regular Monthly Meeting 7:00 P.M.

242 Allen's Circle  
King and Queen Court House, Virginia 23085  
First Floor Courtroom

## AGENDA

1. Call to Order, Invocation, & Pledge of Allegiance to the Flag of the United States
2. Approval and Signing of Minutes
3. Approval and Signing of the Warrants and Appropriations
4. Public Comment Period
5. Quarterly Reports
6. LMES Resource Officer Funding/Sheriff Balderson
7. CSA Program funding update
8. HUB33 MPPDC Lease Amendment
9. Approval to Surplus Vehicle – 2004 Impala
10. Set Public Hearing to Amend Cable Franchise Ordinance
11. Appointments and Reappointments
12. County Administrator's Comments
13. Board of Supervisors Comments
14. Closed Meeting pursuant to Va. Code § 2.2-3711(A)(7) to discuss with legal counsel a warrant in debt matter now pending in the King and Queen County General District Court.
15. Adjourn to Joint Workshop meeting with the King and Queen County School Board on **June 16, 2025, at 6:00 p.m.**, 242 Allen's Circle, King and Queen Court House, Virginia, Second Floor Conference Room A/B.

***AGENDA: June 9, 2025 Regular Meeting***

**ITEM #1:**

Call to Order, Invocation and Pledge of Allegiance to the Flag of the  
United States of America

**ACTION REQUESTED:**

None Required

**ATTACHMENTS:**

None

***AGENDA: June 9, 2025 Regular Meeting***

**ITEM #2:**

Approval and signing Minutes

**ACTION REQUESTED:**

1. Approval of the April 28, 2025, May 12, 2025 (workshop) and May 12, 2025 minutes of the Board of Supervisors.
2. Request from citizens to correct his comments recorded in the previously approved April 14, 2025 minutes.

**ATTACHMENTS:**

- Draft April 28, 2025 minutes
- Draft May 12, 2025 minutes (workshop)
- Draft May 12, 2025 minutes
- Approved April 14, 2025 minutes and email received from citizens

**King and Queen County  
Board of Supervisors Meeting  
Monday, April 28, 2025**

**7:00 P.M.**

**Work Session Meeting  
King and Queen County Courts and Administration Building  
General District Courtroom**

**Minutes of the Meeting**

**CALL TO ORDER AND ROLL CALL**

Chairman Mark Berry called the meeting to order. A roll call was taken with member Carolyn Billups being absent.

**APPROVAL OF WARRANTS**

A motion was made by Ms. Norman and seconded by Mr. Simpkins to approve the April 28, 2024 warrants.

AYES: S. C. ALSOP, J.L. SIMPKINS, M. R. BERRY, M.H. NORMAN

NAYS: NONE

ABSENT: C.R. BILLUPS

**APPROVAL OF DEPOSIT FOR COURT RECORDING EQUIPMENT AND  
FURNITURE**

Ms. Seay advised that the contract has been signed for the court recording equipment and the vendor has requested a 50% deposit prior to scheduling installation. In order to keep the project on track to be completed by June 30<sup>th</sup> staff is requesting the Board to approve payment of this advance deposit request.

A motion was made by Ms. Norman and seconded by Ms. Alsop to approve the total of the contract at \$185,604.69 and the prepaid deposit of \$42,802.35.

AYES: S. C. ALSOP, J.L. SIMPKINS, M. R. BERRY, M.H. NORMAN

NAYS: NONE

ABSENT: C.R. BILLUPS

**PUBLIC HEARING – CALENDAR YEAR 2025 TAX RATES**

Ms. Seay provided background information and proof of publication.

Chairman Berry opened the public hearing and requested those speaking to provide their name and the district they are from and to please limit comments to three to five minutes.

Ann Marie Voight, Stevensville District – Ms. Voight appreciated the Board reducing the increase to .02 but asked to go further and keep in level with no increase. She has issues with items reported by the Deputy Chief at the last meeting regarding EMS. She does not agree with mandatory holdovers. Safety for staff and citizens should be considered, she has never heard of this in the medical profession. She feels it is unfair to “scare” the Board about calls. No one can staff based on calls and it is unnecessary. The statement that 30% of calls require ALS providers is misleading. Many patients don’t require more than calm care and minimal treatment until they reach a hospital. She also asked if the county is actively recruiting volunteers.

There being no further comments, the public hearing was closed. Chairman Berry reminded everyone that the tax rates will not be approved at this meeting. Approval is anticipated at the May regular Board meeting.

## **PUBLIC HEARING – FISCAL YEAR 2026 BUDGET**

Chairman Berry opened the public hearing and asked that citizens speaking to state their name and the district they are from and to please limit comments to three to five minutes.

Sheriff Balderson, St. Stephens Church District – Sheriff Balderson stated that he wanted to address several comments that were made at previous meetings regarding the Sheriff Office budget.

1. Comment that his office was staffed at a higher level than other office - His office does not have the support of police departments in incorporated towns and is 73 miles long.
2. Comment that no deputy has been shot, shot at or shot their weapon – He provided several instances through the years that deputies and state police officers (himself included) were either shot at or attacked and injured.
3. Current Call volume – As stated by Ms. Voight you cannot staff based on calls. It is about the safety of the officers on duty.
4. The time of one Sheriff and one deputy are gone. The public expects and deserves to have call responses in a timely manner. Funding additional deputies is the only way to do this.
5. He is not opposed to the HR Director position. The county needs HR to protect against lawsuits. The more employees you have the more trouble there can be.

He closed with respectfully asking for two additional deputies this year and for two more next year.

Tom Ariail, Buena Vista District – Spoke in support of the Sheriff’s request for four additional patrol deputies. He expressed that his feelings are supported by his neighbors as well. The county is very long, and this creates challenges for law enforcement. The additional positions would improve officer and citizen safety in the event of emergencies and high-risk encounters with long response times and delayed backup assistance.

Hickory Burns, Stevensville District and Deputy Sheriff – Deputy Burns stated that he brought his two young children with him so that the Board could see who is affected by him being out alone when on patrol. He was in the military for 24 years and was never sent out alone. He is also the K9 officer for the county, so he has no cage in the rear of his vehicle to transport arrestees. They must be placed in the front seat of the vehicle next to him. If something happens, help is a very long time in coming if they are available at all. He feels that the greatest hazard in King and Queen is having its law enforcement officers out alone. In one of the recent events that the Sheriff mentioned previously, he was the officer that was waiting on backup from a state police officer who was an hour away.

Naomi Hope, Stevensville District (spouse of Deputy Hope) – She stated that someone could have very easily been shot on the recent call that her husband was on, and things would be very different today. She asked the Board to please look into approving the additional deputies being requested. She is very thankful that there have been no shootings. She has been to many funerals and knows that it is something that is accepted that they may not come home. She also understands that funds are finite but asks that they reconsider the Sheriff's request. She thanked the Board for what they do and for their time and listening.

Keely Wilkins (spouse of Deputy Wilkins) – She works in cybersecurity, so she is used to and understands risk. Her husband loves his job, but it is not fair that they are made to work alone. It is willful negligence to allow this to happen. They take care of the community, and the community should take care of them. Please take all the comments made into consideration when making a decision.

Captain Mitchell Wilson, Sheriff's Office – He is a native of Newtown and works in the county. He has worked in just about every position in the Sheriff's Office, dispatcher, animal control and deputy. He loves his job but asks the question, have any of the Board been on a violent call alone with uncertain backup that is at least half an hour away. State police mark off at 11:00 p.m. and often the only other backup is an officer that is off duty. Please consider giving them the help they need so no one will end up dead.

Investigator Philip Cusick, Sheriff's Office – He has worked almost all positions also to help cover shifts which takes him away from investigation of major crimes. Having more deputies is more efficient and gets more done by giving them time to devote to calls. There is also a lack of specialized training because coverage must always come first. They would be better equipped to handle situations, de-escalation, and officer stress. They face horrific situations with no outlet which creates health related issues, both physical and mental. Relationships suffer. Safety is a huge aspect of the job. There is only one person who has a plan in place for when an officer doesn't come home.

Deputy Jon-Eric Clark, Sheriff's Office – Everyone who has spoken tonight has worked night shifts, especially alone. They answer the calls by going and they want to go. Put yourself or your loved ones in their shoes. He has the "luxury" of being a School Resource Officer, when the others are on calls, he is in air-conditioned empty halls. Please do everything possible to get more deputies. Every time they say goodbye, it may be the last time. The deputies work for the citizens, and they want to know "Why did it take so long to get there?" When they call, they are not having a good day, and it makes the deputies feel bad that they can't make it better. Thank you for your time and consideration of the additional deputies.

\*\*\*Ms. Billups arrived. \*\*\*

Sandra Davis, Stevensville District and Head Dispatcher – Dispatchers are first responders too. She was on call the night of a murder. Not having enough deputies affects the dispatchers. There really is a need for more deputies on the road. State police are not a help because they are at least an hour out in responding. It does not feel good to be on the phone with someone screaming because of an emergency and they are being told that a deputy is at least forty-five minutes away. When there is no one to take a call, then there are complaints from citizens that they are not doing their job and that is not fair. Please get more help in the Sheriff's Office. She thanked the Sheriff for doing a great job for his employees and the citizens.

Jim Leary, Buena Vista District – He was not aware of this situation until tonight. As a citizen, he would like to ask for the Sheriff's Office to get the help they need. He hopes that the Board doesn't accept the "minimum standard" as what is needed.

There being no further comments, the public hearing was closed. Mr. Berry advised that the Board would not vote on the tax rate or the budget tonight, they must wait at least seven days to do so.

## **COUNTY ADMINISTRATOR'S COMMENTS**

County Administrator Vivian Seay had the following comments:

- She has been contacted by King William County asking to look into the possibility of entering an MOU regarding library services. After discussion and comments from the Board it was the consensus to not entertain this option.
- The courtroom alteration project is moving forward. Ms. Seay provided the estimate for necessary furniture. This includes jury chairs, new tables, a desk for the court reporting equipment and the person monitoring it, and chairs for the judge, clerk, attorneys, and defense and prosecution tables. The estimate is \$55,000.

A motion was made by Ms. Alsop and seconded by Mr. Norman to approve the purchase of the new furniture.

AYES: S. C. ALSOP, J.L. SIMPKINS, M. R. BERRY, M.H. NORMAN, C.R. BILLUPS  
NAYS: NONE

## **CLOSED MEETING**

A motion was made by Ms. Alsop and seconded by Ms. Billups to enter into closed session pursuant to Va. Code § 2.2-3711(A)(7) for consultation with legal counsel regarding pending litigation where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body and pursuant to Va. Code § 2.2-3711(A)(8) for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, the subject being the potential settlement of certain opioid litigation.

AYES: S. C. ALSOP, J.L. SIMPKINS, M. R. BERRY, M.H. NORMAN, C.R. BILLUPS  
NAYS: NONE

A motion was made by Ms. Norman and seconded by Ms. Alsop that each member of the King and Queen County Board of Supervisors certify that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed, or considered by the King and Queen County Board of Supervisors, and (iii) no action was taken in the closed meeting.

AYES: S. C. ALSOP, J.L. SIMPKINS, M. R. BERRY, M.H. NORMAN, C.R. BILLUPS  
NAYS: NONE

**IT IS ORDERED THAT THIS BOARD BE ADJOURNED**

A motion was made by Ms. Billups and seconded by Ms. Alsop to adjourn the meeting at 8:50 p.m.

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Chairman

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Clerk of the Board



**King and Queen County  
Board of Supervisors Meeting  
Monday, May 12, 2025**

**5:00 P.M.**

**Work Session Meeting  
King and Queen County Courts and Administration Building  
Conference Room A and B**

**Minutes of the Meeting**

**CALL TO ORDER AND ROLL CALL**

Chairman Mark Berry called the meeting to order at 5:00 p.m. A roll call was taken with members Lawrence Simpkins and Carolyn Billups being absent. Both Mr. Simpkins and Ms. Billups arrived at approximately 5:30 p.m.

**DISCUSSION OF FY2026 BUDGET**

The board met to discuss final decisions on the proposed budget. Items discussed included:

- Include a second new deputy position and a vehicle. The estimated total cost of this would be approximately \$150,000. It was the consensus to include both in the budget.
- Include the creation of an HR department with a director and two staff that would assist in other departments that lack administrative support staff as well as when there are vacancies and employees on leave. After lengthy discussion, it was the consensus to keep these items in the budget.
- Funding salary increases for dispatchers in non-Compensation Board positions. It was the consensus to include the 6% increase for all dispatch positions.
- Fund 1.5% bonus provided by Compensation Board. It was the consensus to not fund the bonus for Compensation Board funded positions since it is unfair to not provided to all employees.

**IT IS ORDERED THAT THIS BOARD BE ADJOURNED**

A motion was made by Ms. Billups and seconded by Ms. Alsop to adjourn the meeting at 6:45 p.m.

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Chairman

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Clerk of the Board

King and Queen County  
Board of Supervisors Regular Meeting

Monday, May 12, 2025  
7:00 P.M.

King and Queen County Courts and Administration Building  
General District Courtroom

“Minutes of the Meeting”

**CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG  
OF THE UNITED STATES OF AMERICA**

Mr. Berry called the meeting to order noting that all members were present.

Supervisor Norman provided the invocation, followed by the Pledge of Allegiance to the Flag of the United States.

**APPROVAL AND SIGNING OF THE MARCH 11, 2025, MARCH 17, 2025, MARCH 24,  
2025, MARCH 31, 2025 AND APRIL 14, 2025 MINUTES**

A motion was made by Mr. Simpkins and seconded by Ms. Norman approving, March 11, 2025 minutes of the Board.

AYES: S.C. ALSOP, J.L. SIMPKINS, M.R. BERRY, M.H. NORMAN, C.R. BILLUPS

NAYS: NONE

ABSTAIN: NONE

A motion was made by Ms. Alsop and seconded by Mr. Simpkins to approve the March 17, 2025 minutes of the Board.

AYES: S.C. ALSOP, J.L. SIMPKINS, M.R. BERRY, M.H. NORMAN, C.R. BILLUPS

NAYS: NONE

ABSTAIN: NONE

A motion was made by Mr. Simpkins and seconded by Ms. Norman to approve the March 24, 2025 minutes of the Board.

AYES: J.L. SIMPKINS, M.R. BERRY, C.R. BILLUPS, M.H. NORMAN

NAYS: NONE

ABSTAIN: S.C. ALSOP

A motion was made by Mr. Simpkins and seconded by Ms. Billups to approve the March 31, 2025 minutes of the Board.

AYES: J.L. SIMPKINS, M.R. BERRY, C.R. BILLUPS, M.H. NORMAN

NAYS: NONE

ABSTAIN: S.C. ALSOP

A motion was made by Mr. Simpkins and seconded by Ms. Norman to approve the April 14, 2025 minutes of the Board.

AYES: S.C. ALSOP, J.L. SIMPKINS, M.R. BERRY, M.H. NORMAN, C.R. BILLUPS

NAYS: NONE

ABSTAIN: NONE

### **APPROVAL AND SIGNING OF WARRANTS AND APPROPRIATIONS**

**\*\*A motion was made by Ms. Alsop and seconded by Mr. Simpkins approving the May 2025 County warrants and payroll.**

AYES: J.L. SIMPKINS, M.R. BERRY, C.R. BILLUPS, S.C. ALSOP, M.H. NORMAN

NAYS: NONE

ABSTAIN: NONE

**\*\*Dr. Carter presented estimates on roof restorations for portions of Central High School (\$162,741) and Lawson Marriott Elementary School (\$204,999). She also provided an estimate for remodeling of three bathrooms in Central High School (\$217,814). As of April 30, 2025 there is \$761,333 in the school capital projects fund. The items already approved but not completed are the purchase of a school bus (\$146,000) and the match for the school security grant (\$42,400). This leaves a balance of \$572,933 available in this fund. Her priority would be for the roof restoration and bathroom remodeling at Central High School.**

After discussion related to the need to prioritize the roof leaks to protect the interior of the facilities, a motion was made by Ms. Alsop and seconded by Ms. Norman to approve the roof restorations at both schools at a cost not to exceed \$375,000.

AYES: S.C. ALSOP, J.L. SIMPKINS, M.R. BERRY, M.H. NORMAN, C.R. BILLUPS

NAYS: NONE

ABSTAIN: NONE

**\*\*Staff requested that the second batch of warrants be sent out as usual with ratification at the June meeting.**

A motion was made by Ms. Billups and seconded by Ms. Alsop approving the May warrants to be paid as usual and ratified in June.

AYES: S.C. ALSOP, J.L. SIMPKINS, M.R. BERRY, M.H. NORMAN, C.R. BILLUPS

NAYS: NONE  
ABSTAIN: NONE

### **PUBLIC COMMENT PERIOD**

Ann Marie Voight, Stevensville District – Advised that even though she was the only person to speak during the public hearing on the proposed tax rate increase does not mean she is the only one opposed to it. She doesn't mind paying more taxes for additional deputies but feels the county should reduce EMS and the schools. The schools do not need as much funding as they receive and EMS does not need a Northern Virginia budget.

Freddie Byrd, Stevensville District – Asked the Board who owns King and Queen Elementary. He wants to know if the county has given up responsibility for maintaining the building. A decision needs to be made on who is going to maintain it because it will deteriorate. He also asked if the landfill contract allocates funding to the school division. Actions need to be taken to keep students safe and protected.

Lawanda Travis, Stevensville District – She supports the school system. She feels that long bus rides are not safe for children. She has contacted DHR about having KQES and CHS designated as historic sites.

Jonathan Massey, Buena Vista District – He asked that the Board request the Planning Commission to rescind their recommendation on the recent action on the zoning text amendments related to solar facilities. He feels that maybe a zoning overlay district may be more appropriate and not open up agricultural areas to industrial uses.

Josh Pate, Buena Vista District – He has been adversely affected by the Walnut Solar project. He opposed the zoning ordinance change to allow solar facilities in agricultural zoning with a conditional use permit. It uses up prime farmland for an industrial purpose. He supports green energy but asked that the Board and Planning Commission look at other options like the overlay district suggestion.

Ms. Broaddus (unable to determine first name) – She has concerns with the increased traffic and vehicle speed related to the Mattaponi Sand and Gravel project. If there is a way to reduce the speed limit and fix the potholes it would not be as bad. There are lots of senior citizens and children living on that road.

### **PUBLIC HEARING – VDOT SECONDARY SIX YEAR PLAN FOR FY26 TO FY31**

Lee McKnight, Resident Administrator, advised that the hearing was properly advertised and noted that the plan has not changed since the last adoption. Total funding for the plan is estimated at \$526,714 including telefees and unpaved road funds.

Priorities are:

Priority 1 – Rt. 617, Exol Road

Priority 2 – Rt. 618, Shilo Road  
Priority 3 – Rt. 611 Tastine Road  
Priority 4 – Rt. 633 Bewdley Lane

Chairman Berry opened the public hearing.

Valerie Bishop, St. Stephens Church District – Asked that Bewdley Lane be moved up as a priority. There is a school bus that turns around on this road and it has gotten stuck because it has to turn around in someone yard. There is also a drainpipe that needs to be cleaned out. There are ducks in the water after it rains because it takes so long to drain. In dry weather the dust is terrible for people with allergies. The road has not been scraped since hunting season and there are tree limbs hanging over the road.

Freddie Bryd, Stevensville District – Asked that the Board improve the intersection at Rt. 14 and Rt. 614 (Devils Three Jump Road). He also asked why Rt. 614 is only partially paved. He lives on Rt. 611, Truhart Road and there are more police than hunters on this road. The unpaved roads need to be taken care of since there are school buses traveling on them.

Lawanda Travis, Stevensville District – Asked that someone do something about the pond on Rt. 614 (Devils Three Jump Road) past 2<sup>nd</sup> Mount Olive Baptist Church and Mt. Olive Bottom Road. It floods into the road whenever it rains.

There being no further comments the public hearing was closed.

Board members provided Mr. McKnight with concerns in their districts.

A motion was made by Ms. Billups and seconded by Mr. Simpkins to adopt the following resolution:

WHEREAS, Sections 33.2-331 of the 1950 Code of Virginia, as amended, provides the opportunity for each county to work with the Virginia Department of Transportation in developing a Secondary Six-Year Road Plan,

WHEREAS, this Board had previously agreed to assist in the preparation of this Plan, in accordance with the Virginia Department of Transportation policies and procedures, and participated in a public hearing on the proposed Plan (2026 through 2031) as well as the Construction Priority List (FY2026) on May 12, 2025 after duly advertised so that all citizens of the County had the opportunity to participate in said hearing and to make comments and recommendations concerning the proposed Plan and Priority List.

WHEREAS, the Residency Administrator of the Virginia Department of Transportation, appeared before the board and recommended approval of the Six-Year Plan and budget for Secondary Roads (2026 through 2031) and the Construction Priority List (FY2026) for King and Queen County,

NOW, THEREFORE, BE IT RESOLVED that since said Plan and budget appears to be in the best interests of the Secondary Road System in King and Queen County and of the citizens residing on the Secondary System, said Secondary Six-Year Plan (2026 through 2031) and Construction Priority List (FY2026) are hereby approved as presented at the public hearing.

AYES: S.C. ALSOP, J.L. SIMPKINS, M.R. BERRY, M.H. NORMAN, C.R. BILLUPS

NAYS: NONE

ABSTAIN: NONE

#### **PUBLIC HEARING – SP24-04, MATTAPONI SAND AND GRAVEL, LLC**

Chairman Berry asked the Director of Community Development to provide background information and proof of publication.

Donna Sprouse, Director of Community Development, provided the following information on the proposed request:

Public notice ran in both the Tidewater Review and Rappahannock Times for 2 consecutive weeks (April 23rd & April 30th). A courtesy copy was published in the County Courier in their April 23<sup>rd</sup> edition. Adjoining property owners were notified via certified return receipt mail of the public hearing. The Planning and Zoning Department received a land development application on November 25, 2024 from Jonathan Blair Wilson, P.E., on behalf of Mattaponi Sand & Gravel, LLC, requesting the approval of a Level 3 Site Plan to allow for a surface mine. The property is located at the intersection of Spring Cottage Road and Eastern View Road, in the Newtown Magisterial District. The property is identified as County Tax Map Parcel No. 1632-78R-680. The applicant is requesting approval of a level 3 final site plan for a surface mining operation. The mining operation will extract sand with no processing, other than that required to facilitate the hauling of material. According to Article 4, Permitted Uses, Table 4.1, Permitted Use Table, Surface Mining on at least 5 acres; no processing is allowed in the Agricultural Zoning District with the approval of a conditional use permit. Special Conditions are as follows: (a) a minimum lot size of five (5) acres shall be required; (b) no such activity shall take place within a required yard; (c) there shall be no processing or manufacturing on the premises other than such activity as may be necessary to facilitate the hauling of materials, specifically, the screening, sifting, separation and washing of the extracted resource on the site of extraction by manual or mechanical means; (d) a plan shall be submitted showing the original and proposed final grades of areas to be disturbed and the means to be taken to facilitate drainage and to avoid erosion and sedimentation; and (e) the area of such use shall have direct access to roads suitably paved and improved to accommodate truck traffic generated by the use. The acreage of the subject parcel is 186.27 acres. The property is zoned Agricultural (181.27 acres) and Industrial (5 acres). A portion of the property is located within the floodplain (Zone A) with the majority of the parcel located outside of the floodplain (Zone X). Stormwater and Erosion and Sediment Control is regulated by Department of Energy (DOE) formally Department of Mines Mineral and Energy (DMME). Environmental Codes Compliance Officer, Joshua

Rellick reviewed the site plan and determined that it satisfies the regulations under the purview of his office (CBPA Requirements). Environmental Health Specialist, Brandy Colgin, has issued a permit for a new septic system and well for the scale house/office trailer. VDOT has issued approval of the site plan as it relates to the entrance design for the proposed project. Prior to start of operations/construction, a VDOT entrance permit must be obtained, inspected and approved by Virginia Department of Transportation.

The King & Queen County Board of Supervisors, during their December 9, 2002 meeting, held a public hearing to consider Conditional Use Permit CU02-08 for a surface mining use.

A motion was made and a vote taken by the Board of Supervisors to approved Conditional Use Permit CU02- 08 with the following conditions:

1. 25% or more of the site will be undisturbed and left for buffering including the following:
  - A. 300' setback from Rt. 628
  - B. 50' setback from all property lines
  - C. 300' setback/buffer from the Garnett property line continuing the full length of that property line (650 feet approximately)
  - D. No impacts to wetlands or RPA
2. Hours of Operation:  
7 a.m.- 6 p.m. Monday thru Friday - with no loaded trucks leaving the site until after morning school bus routing.  
7 a.m. - 12 p.m. Saturday
3. Maximum of 50 loads of material per day during peak demand periods usually June - September. Normal operations would be [a] maximum [of] 30 loads per day.
4. Paved construction/commercial entrance to VDOT standards and stoned back 300' from Route 628 to control dust and debris at highway.
5. Any fuel tanks on site will have self-containment systems with roofs.
6. Sewage disposal facilities will consist of portable toilets unless or until a scale house is constructed.
7. The phasing and buffering of this operation are represented on the attached site plans and will be honored.
8. Drainage issues, Erosion and Sedimentation, and site reclamation will be bonded and overseen as part of the Department of Mines, Minerals and Energy'[s] own permitting process.



9. Fill material can be sold to independent contractors subject to hours of operation and availability of material.

During the same meeting, a public hearing was held by the Board of Supervisors to rezone a portion of tax map 1623-78R-680, 5 acres from Agricultural to Industrial. A motion was made and a vote taken to approve RZ02-02 with the following proffered conditions:

1. The 5 acres to be rezoned is for sand and gravel processing only and the owner will within 12 months of project completion make application to rezone this area back to whatever the adjoining zoning district is at the time. The screening plant will be completely disassembled and removed from the site upon completion.
2. Sprinkler systems will be used to minimize dust.

Mattaponi Sand and Gravel, LLC wishes to utilize the existing approved conditional use permit, as approved during the December 9, 2002 public hearing. This application is a request for final site plan approval based on those previous approved conditions. After conducting site plan review and receiving approvals from all reviewing agencies and departments, staff recommends approval of the level 3 site plan contingent upon obtaining all federal, state, and local approvals/permits prior to start of operation/construction.

During the Planning Commission's public hearing, held May 5, 2025, a motion was made by Mr. Wilson to recommend approval of site plan SP24-04 as presented, seconded by Mr. Fleming.

Chairman Berry opened the public hearing.

Leslie W. Jones, Newtown District – He does not want to stand in the way of development but has concerns with the condition of the roadway. This project will increase traffic, and the road would need to be widened, and shoulders improved.

Danny Pollard, Newtown District – He hopes that the project will not negatively impact the water quality in the area. The road is quite narrow, and the increased traffic will make it unsafe. The edges of the pavement are breaking up and increased truck traffic will make this worse. Conditions will put travelers at risk.

Kyle Murray, Director of Land for Mattaponi Sand and Gravel – He understands the concerns raised because the industry deals with them every day. The company has decided not to mine on the “Kay site” and loads will decrease from 80 per day to 50 per day. The reclamation process will begin soon, and the land will return to farmland. They cannot make the VDOT improvements raised but will make improvements at the site entrance. Hydraulic studies have been done and submitted to the state for review and monitoring to address concerns with water

quality. He will provide his phone number to citizens so they can reach out to him directly when issues arise.

There being no further comments the public hearing was closed.

Ms. Norman raised the traffic concern of school buses traveling in the area. Mr. Murray stated that they attempt to time deliveries around school hours as much as possible.

Mr. Berry stated that you cannot always control truck traffic but you can have safeguards in place to address citizen concerns. He would like for there to be updates provided to the Board.

Ms. Alsop stated that she would like to see them held to the same standard as the trucks going to the landfill. If there is a problem driver, call them in and hold them accountable.

Mr. Simpkins asked if the standards applied to all drivers. Are they all company trucks or do they have independent haulers.

A motion was made by Ms. Alsop and seconded by Mr. Simpkins to accept the recommendation of the Planning Commission and approve SP24-04 for Mattaponi Sand and Gravel LLC.

AYES: S.C. ALSOP, J.L. SIMPKINS, M.R. BERRY, M.H. NORMAN, C.R. BILLUPS

NAYS: NONE

ABSTAIN: NONE

## **CONSIDERATION OF ZA24-02, DATA CENTERS AND SOLAR FACILITIES**

This item was deferred for discussion at a workshop meeting.

## **QUARTERLY REPORTS**

Quarterly reports were received from the following department heads and agencies:

1. Brenden Rivenbark, Three Rivers Health District
2. Linda Cooke, Social Services
3. Dr. Carter, School Division
4. Donna Sprouse, Director of Community Development
5. Cooperative Extension – Report was provided in advance
6. Diane Klausen, Registrar
7. Lee McKnight, VDOT

## **ADOPT CALENDAR YEAR 2025 TAX RATES**

A motion was made by Ms. Alsop and seconded by Ms. Billups to adopt the following resolution setting the tax rates for calendar year 2025:

KING AND QUEEN COUNTY BOARD OF SUPERVISORS  
RESOLUTION SETTING THE TAX RATES FOR  
CALENDAR YEAR 2025

**WHEREAS**, the King and Queen County Board of Supervisors held a public hearing on April 28, 2025 to consider the appropriate tax levy on real estate, personal property, machinery and tools, merchant's capital, manufactured homes, farm machinery, and public service corporations for calendar year 2025; and

**WHEREAS**, the Board of Supervisors received comments from the citizens of King and Queen County; and

**NOW, THEREFORE, IT IS RESOLVED THIS 12<sup>th</sup> DAY OF MAY, 2025**, that the King and Queen County Board of Supervisors, finding it necessary in order to maintain operations and meet the fiscal obligations of the County, does approve the following tax rates for the calendar year 2025:

Per \$100 of Assessed Value

Real Estate:	\$0.52
Personal Property:	\$3.94
Aircraft	\$1.58
Machinery and Tools:	\$1.10
Merchant's Capital:	\$0.65
Manufactured Homes:	\$0.52
Farm Machinery:	\$1.10
Public Service Corporations:	\$0.52.

**BE IT FURTHER RESOLVED** that the PPTRA rate for calendar year 2025 is set at 39% that will be applied as a credit for qualifying vehicles.

AYES: S.C. ALSOP, J.L. SIMPKINS, M.R. BERRY, M.H. NORMAN, C.R. BILLUPS

NAYS: NONE

ABSTAIN: NONE

**ADOPT FY2026 BUDGET**

A motion was made by Ms. Alsop and seconded by Ms. Norman to adopt the following resolution, adopting and appropriating the FY2026 budget:

**KING AND QUEEN COUNTY BOARD OF SUPERVISORS  
RESOLUTION APPROVING AND APPROPRIATING THE FISCAL YEAR 2025-  
2026 ANNUAL FISCAL PLAN FOR THE COUNTY OF KING AND QUEEN**

**WHEREAS**, the King and Queen County Board of Supervisors (the "Board") has reviewed the General, Capital Projects, Social Services, Comprehensive Services Act, Comprehensive Services Act Administration, School, School Cafeteria, School Capital Projects, Landfill Contingency, Court Security, and E-Summons Funds as part of the Fiscal Year 2025-2026 Annual Fiscal Plan; and

**WHEREAS**, the Board of Supervisors held a duly advertised public hearing on the proposed Fiscal Year 2025-2026 Annual Fiscal Plan on April 28, 2025; and

**NOW, THEREFORE, BE IT RESOLVED** this 12th day of May, 2025 that of this total amount, the Board does hereby approve and appropriate a General Fund Budget in the amount of

**\$36,873,610** comprised of the following categories:

9th District Circuit Court	\$23,000
9th District Court Services Unit	\$37,201
Airport Authority	\$96,000
Animal Control	\$103,138
Animal Shelter	\$220,061
Bay Aging	\$64,521
Board of Building Appeals	\$535
Board of Supervisors	\$93,378
Board of Zoning Appeals	\$4,038
Building Inspections	\$188,423
Chapter X CSB	\$50,032
Circuit Court	\$12,350
Clerk of the Circuit Court	\$391,513
Commissioner of the Revenue	\$297,463
Commonwealth's Attorney	\$269,827
Community College	\$6,811
Community Programming	\$66,192
Contributions	\$24,680
Cooperative Extension	\$47,607
County Administrator	\$167,549
County Attorney	\$148,049
E911	\$236,104
Economic Development	\$148,774
EDA	\$8,430
Electoral Board	\$78,254
Emergency Services Coordinator	\$130,404

EMS Other	\$1,068
Finance Department	\$208,336
Forestry Services	\$11,351
General District Court	\$13,950
General Properties	\$443,631
General Properties - HUB33	\$37,400
General Properties - Marriott School	\$29,570
General Properties - Shacklefords Station	\$31,500
General Properties - St. Stephens Station	\$28,500
General Reassessment	\$0
Health Department	\$100,252
Human Resources	\$304,385
Independent Auditor	\$68,700
Information Technology	\$399,948
JDR District Court	\$4,393
Litter Control	\$8,500
Mattaponi Pier	\$6,700
Medical Examiner	\$200
MPPDC	\$92,375
Planning Commission	\$14,230
Probation & Pretrial Services	\$15,100
Public Library	\$227,741
Radio Communications	\$486,325
Refuse Control (VPPSA)	\$756,599
Regional Jail	\$703,753
Registrar	\$182,968
Rental Assistance Program	\$3,757
Rescue Services	\$2,531,453
Rescue Squads	\$8,000
Reserve for Contingencies	\$1,423,272
Risk Management	\$221,800
Sheriff	\$2,916,987
Soil and Water Conservation District	\$10,000
State and Local Hospital Program	\$6,510
Tourism	\$54,299
Transfer to Capital Projects Fund	\$5,530,000
Transfer to CSA Administration Fund	\$6,147
Transfer to CSA Fund	\$320,000

Transfer to Landfill Contingency Fund	\$165,000
Transfer to School Capital Projects Fund	\$165,000
Transfer to School Fund	\$4,367,176
Transfer to Social Services	\$459,863
Treasurer	\$274,204
Victim Witness Assistance	\$111,505
Volunteer Fire Departments	\$158,000
Zoning/Community Development	\$270,697

**BE IT FURTHER RESOLVED** that the Board does hereby approve the Fiscal Year 2025-2026 Projected Annual Fiscal Plan for the School Fund to be appropriated as follows:

- \$3,867,176** Local funds to be appropriated on July 1, 2025 or as soon thereafter as the Board approves.
- \$500,000** Remaining local funds to be appropriated on or about the April 2026 regular meeting of the Board.

All revenue received by the King and Queen County Treasurer from the State or Federal Government for the benefit of the School Division for use in Fiscal Year 2025-2026 will periodically be appropriated by the Board (both revenue and expenditures), but in no event shall any State or Federal monies be appropriated before they are received and deposited by the Treasurer. In the event there is a reduction in funding from either State or Federal sources, or both, the Board reserves the right to amend this budget to reflect the reduction in funding and the Board is in no way obligated to provide the funding budgeted but not received.

**BE IT FURTHER RESOLVED** that the Board, in order to encourage greater frugality, does hereby establish that any unspent local funds remaining in the School Fund at the end of the 2025-2026 fiscal year shall be transferred to the Reserve Fund to be used for school capital projects.

**BE IT FURTHER RESOLVED** that, pursuant to Va. Code § 15.2-1414.2, the Board does set the maximum annual compensation for each member of the King and Queen County Board of Supervisors at \$5,000.

**BE IT FURTHER RESOLVED** that the Board does hereby approve the Fiscal Year 2025-2026 Annual Fiscal Plan to include the following additional fund categories and expenditures:

County Capital Projects Fund	\$5,530,000
Social Services Fund	\$2,177,775

Comprehensive Services Act Fund	\$1,000,000
CSA Administration Fund	\$19,552
School Cafeteria Fund	\$595,640
School Capital Projects Fund	\$165,000
Court Security Fund	\$88,355
Landfill Contingency Fund	\$165,000
E-Summons	\$40,000

**ADOPTED** this 12th day of May, 2025.

AYES: S.C. ALSOP, J.L. SIMPKINS, M.R. BERRY, M.H. NORMAN, C.R. BILLUPS  
 NAYS: NONE  
 ABSTAIN: NONE

### **APPOINTMENTS AND REAPPOINTMENTS TO BOARDS AND COMMISSIONS**

A motion was made by Ms. Billups and seconded by Ms. Norman to recommend to Judge Bondurant the reappointment of Robert Bland to the Board of Zoning Appeals for a five-year term expiring July 13, 2030.

AYES: S.C. ALSOP, M.R. BERRY, M.H. NORMAN, C.R. BILLUPS  
 NAYS: J.L. SIMPKINS  
 ABSTAIN: NONE

### **COUNTY ADMINISTRATOR'S COMMENTS**

Ms. Seay had no comments.

### **BOARD MEMBER COMMENTS**

Ms. Alsop had the following comments:

- Thanked everyone for coming.
- The Board has spent a lot of time and energy on the budget. It has been a difficult budget, not everyone is happy or thrilled but she feels the budget adopted is what needed to happen. As a Board, they will need to be very careful this year, the budget is \$500,000 in the red so there is nothing left over. She has been on the Board a long time and remembers when they had to borrow money to make payroll. She won't go back to that again. Everything must be looked at, every department and no budget amendments. She thanked her new colleagues for taking this on, it can be a scary process but it has to be done right for the citizens. There may be a little angst, but the Board is really working hard and trying their best to do the best for everyone.

Mr. Simpkins had the following comments:

- Thanked everyone for coming and for all of the reports.
- He thanked the Board for the flowers sent for the passing of his father-in-law. They comforted the family during a very difficult time.
- Noted that he has always tried to attend Central High School's graduation, but he will be out of town this year.
- Wished everyone a safe trip home.

Ms. Norman had the following comments:

- Thanked everyone for coming and for the reports given.
- Thanked Donna Sprouse for her hard work.
- Congratulations to Diane Klausen on her retirement and to Kristy Creech as the new Registrar.
- She agrees with Ms. Alsop, the budget has been very hard but thanked everyone especially Mr. Berry, Ms. Seay and Ms. Ammons for their hard work on it.

Ms. Billups had the following comments:

- Thanked everyone for coming.
- The budget was difficult with many tough decisions. No promises have been made except that she will do the best for King and Queen County as a whole. Sometimes it is rough, but you have to do it right.
- Thanked everyone for coming and speaking up. The board can only know what they hear, they are not telepathic and can only speak for the people who speak up. Please let the board know what you are thinking and remember that just because you haven't heard discussion about issues doesn't mean the board has discussed and considered it.
- The Board is always looking for more input and ways to get more information out. We have tried many ways, and it feels like they keep hitting a rock and are still not able to spread the work.

Mr. Berry had the following comments:

- Thanked his colleagues for the hard work on the budget including the extra meetings and long hours. There have been disagreements, but everyone has come together. The Board is trying not to be reactionary but to be cutting edge. King and Queen still looks a lot like it did in the 1600s and that can be good and bad. He hopes the budget will meet the needs of the citizens and staff. The county has been "clobbered" with unfunded mandates. He appreciates the collaboration among Board members to help to address staff workloads and public safety. There are things happening in the next few years that will improve revenues.
- Walkerton Fire recently made about \$10,000 in improvements to their facility and it looks very nice.
- He asked for people to volunteer to do the invocation at future meetings.
- He hopes that citizens will continue to be involved and get others involved. The Board is trying to do their best for the citizens.
- Thanked staff for all the work on the budget.
- Wished everyone a safe trip home.



**IT IS ORDERED THAT THE BOARD BE ADJOURNED:**

A motion was made by Ms. Alsop and seconded by Ms. Billups to adjourn the meeting at 9:40 p.m.

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**Chairman**

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**Clerk of the Board**

King and Queen County  
Board of Supervisors Regular Meeting

Monday, April 14, 2025  
7:00 P.M.

King and Queen County Courts and Administration Building  
General District Courtroom

“Minutes of the Meeting”

**CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG  
OF THE UNITED STATES OF AMERICA**

Mr. Berry called the meeting to order noting that all members were present.

Chairman Berry provided the invocation, followed by the Pledge of Allegiance to the Flag of the United States.

**APPROVAL AND SIGNING OF THE FEBRUARY 18, 2025, FEBRUARY 24, 2025 AND  
MARCH 10, 2025 MINUTES**

A motion was made by Mr. Simpkins and seconded by Ms. Billups approving , February 18, 2025 minutes of the Board.

AYES: S.C. ALSOP, J.L. SIMPKINS, M.R. BERRY, C.R. BILLUPS

NAYS: NONE

ABSTAIN: M.H. NORMAN

A motion was made by Ms. Billups and seconded by Mr. Simpkins to approve the February 24, 2025 minutes of the Board.

AYES: S.C. ALSOP, J.L. SIMPKINS, M.R. BERRY, C.R. BILLUPS, M.H. NORMAN

NAYS: NONE

A motion was made by Ms. Billups and seconded by Ms. Norman to approve the March 10, 2025 minutes of the Board.

AYES: S.C. ALSOP, J.L. SIMPKINS, M.R. BERRY, C.R. BILLUPS, M.H. NORMAN

NAYS: NONE

**APPROVAL AND SIGNING OF WARRANTS AND APPROPRIATIONS**

A motion as made by Ms. Alsop and seconded by Ms. Norman approving the April 2025 County warrants and payroll.

AYES: J.L. SIMPKINS, M.R. BERRY, C.R. BILLUPS, S.C. ALSOP, M.H. NORMAN  
NAYS: NONE

A motion was made by Mr. Simpkins and seconded by Ms. Billups to approve the final local appropriation to the School Fund in the amount of \$570,000.

AYES: J.L. SIMPKINS, M.R. BERRY, C.R. BILLUPS, S.C. ALSOP, M.H. NORMAN  
NAYS: NONE

A motion was may by Ms. Billups and seconded by Ms. Norman to appropriate the January 2025 revenue to the School Fund in the amount of \$885,497.35.

AYES: J.L. SIMPKINS, M.R. BERRY, C.R. BILLUPS, S.C. ALSOP, M.H. NORMAN  
NAYS: NONE

A motion was made by Mr. Simpkins and seconded by Ms. Billups to approve the use of budgeted grant match funds in the amount of \$10,000 for the outdoor classroom project at the library.

AYES: J.L. SIMPKINS, M.R. BERRY, C.R. BILLUPS, S.C. ALSOP, M.H. NORMAN  
NAYS: NONE

A motion was made by Ms. Billups and seconded by Ms. Norman to approve reimbursement to the school division in the amount of \$4,646.31 for water damage to the interior of the KQES modular buildings due to roof leaks. It was noted to have staff contact the county insurance carrier to see if there is coverage for these costs.

AYES: J.L. SIMPKINS, M.R. BERRY, C.R. BILLUPS, S.C. ALSOP, M.H. NORMAN  
NAYS: NONE

## **PUBLIC COMMENT PERIOD**

Robert Bland, Buena Vista District – Mr. Bland provided an update from the Three Rivers Soil and Water Conservation District activities over the last year. He also advised that he has spoken to staff regarding a recycling event for farming and logging equipment tires. The conservation district has funds that it can contribute to such an event and could also assist with coordination of the event as well.

Bonnie Byrd McDonald – Ms. McDonald state that she is a resident of Arkansas but owns property in the Little Plymouth area. She spoke in favor of getting King and Queen Elementary School repaired and having the students moved back into that facility.

## **QUARTERLY REPORTS**

Quarterly reports were received from the following department heads and agencies:

1. Hattie Robinson, Clerk of Circuit Court
2. Meredith Adkins, Commonwealth Attorney
3. Rob Balderson, Sheriff
4. Monty Willaford, Emergency Services
5. VDOT – report was provided in advance
6. Quentin Mascari, Building Inspections

## **SET PUBLIC HEARING DATE – SP24-04 – MATTAPONI SAND AND GRAVEL LLC**

A motion was made by Ms. Alsop and seconded by Ms. Billups to set Monday, May 12, 2025 as the date for public hearings on SP24-04.

AYES: J.L. SIMPKINS, M.R. BERRY, C.R. BILLUPS, S.C. ALSOP, M.H. NORMAN

NAYS: NONE

## **PUBLIC HEARING – ZA24-02**

### **Public Hearing – ZA24-02 – Article 4, Table 4.1, Permitted Uses – Energy Generation Facilities by Natural Resources and Data Processing Centers**

Mr. Berry asked the Director of Community Development to provide background information and proof of publication.

Ms. Sprouse advised that the public notice ran in both the Tidewater Review and Rappahannock Times for two consecutive weeks. A courtesy copy was also provided in the Country Courier. Ms. Sprouse provided background information on why the zoning ordinance was changed several years ago to require rezoning to Industrial zoning by conditional use permit for large scale solar facility projects. The Walnut Solar project was going through the approval process at that time and staff recommended the change to place a “pause” on projects until the approval and possibly the construction of that project was complete or well underway in order to have better understanding of the impact of these large-scale projects on the county. By changing the zoning ordinance back to approval in Agricultural zoning by conditional use permit, it will still allow for approval or not where and when appropriate, not based on whether someone likes or does not like or does not want a project.

Mr. Berry opened the public hearing.

Ann Marie Voight, Stevensville District – Ms. Voight appreciated Ms. Sprouse’s explanation of the text amendment but she is not in favor of anything that will allow solar or data center projects. They are noisy and in the case of data centers they require a lot of electricity. She feels that Industrial zoning is appropriate and correct zoning for both types of projects.

Sam Hart, Bunea Vista District – Mr. Hart stated that his family has been farming the same land for more than 150 years. He feels that solar projects should stay in Industrial zoned areas. Opening of agricultural land for solar is wrong, 97% of the county is zoned agricultural and could be covered by solar panels. He does not feel that the gates should be opened for this type of development, and that having to rezone for it may slow it down and be an accurate description

of what will be happening on the property. There is much more money for the landowners in solar facilities and farmers in the community cannot compete with the going rate for leases. The approved solar farm is giving landowners \$11,000/acre. This is an issue not only for farmers but for the timber industry as well. He understands that the county needs money to operate but solar development will change the land in a negative way and it will likely never be able to be used for anything else.

Peter Cinq Mars, Shanghai District – Mr. Cinq Mars asked the Board to reject the Planning Commission recommendation and send it back to them for further review. The currently approved facility is creating issues that need to be assessed before approving more projects. The proposed uses are incompatible with agricultural uses and open the county up to costly lawsuits like ones in other counties. He presented seven reasons why the Board should not make this zoning change now:

1. Inappropriate use of agricultural land
2. Circumvention of proper land use planning
3. Economic impact concerns
4. Environmental review inadequacies
5. Precedent setting problems
6. Impact on neighboring properties
7. Procedural and legal vulnerabilities

He also asked that before doing their deliberations that the board please review the information he has provided on <https://kingandqueensmartdevelopment.com>.

Charles Maloney, Buena Vista District – He is opposed to the text amendment for the same reasons that have already been spoken. If the Board has any doubt that these projects are anything other than Industrial then they need to drive down Pear Tree Road and Buena Vista Road. Particularly the pond on Buena Vista Road where the water is normally beautiful and clear it is now brown and has flowed across the road during recent rains. This has only happened once before and that was during a hurricane and the water receded quickly. There has been lots of vegetation removed and it is very sad to see this happening. He is not completely opposed to solar but feels the county needs to look at what has happened with the existing project before making decisions. The county needs economic development but needs to be very careful as it moves ahead.

Robert Shackleford, Newtown District – He is opposed to the amendment. There is no way that these projects can be considered agricultural in nature. The impervious cover they create are more like large warehouses. The board needs to look at neighboring counties and the issues they have had with projects as well as the issues with the current project. They are an industrial use that does not belong in the middle of God's country. Please ponder the comments made before making a decision.

Martha Hart, Buena Vista District – She shares the concerns raised by the speakers before her. A conditional use permit can be a slippery slope in development. She also shares the concern regarding the damage to the pond on Buena Vista Road and its surrounding wetlands. Please consider the comments made and study further before making a decision. If a project looks industrial, it should be zoned that way. Companies coming here think we are country bumpkins

they can take advantage of. She is delighted to see citizens come out and voice their opinions and asks the Board to keep the county clean.

There being no further comments, the public hearing was closed.

Mr. Berry asked for discussion from the Board.

Ms. Alsop voice concern about spot zoning related to the current requirement for Industrial zoning for these projects but is also concerned about the conditional use permit process. She has received a lot of calls on this matter and is still trying to understand the best direction. The Board changed the zoning ordinance to require the rezoning for these projects to “buy time” to better understand the impact of these large-scale projects. She also stated that the state is not doing their part. They pass down mandates like the Clean Energy Act without thinking of the impact on counties. She hopes that the citizens who spoke out tonight will help the county if needed to hold the state accountable for issues like these.

Mr. Simpkins agreed with Ms. Alsop’s comments. The Board “dropped the ball” so to speak by not using the time bought by the change to educate themselves on how to move forward. He feels that more time is needed to study the issues.

Ms. Billups agreed with both Ms. Alsop and Mr. Simpkins and that if they need more time, with their greater experience, then she certainly needs time to catch up. She thanked the citizens from the Buena Vista District for showing up and sharing their thoughts.

Ms. Norman thanked everyone for the information and opinions. She feels that the board needs more time to review before deciding. The last thing the county needs and wants is to have issues like what happened with the large project in Essex County.

Mr. Berry stated that this is a very complicated and complex matter. One thought to consider is that the board cannot mandate downzoning once a property is zoned Industrial. Even if a project is finished or doesn’t happen, the zoning classification would still exist. He rode through the Walnut Solar project area to see the pond mentioned and it was indeed very brown with sediment. He also had the opportunity to see a pond in Lancaster County near a project that was the same way. It is ironic that the project developers are not fixing these problems. He is an advocate of property owner rights but when they negatively impact neighbors and the community it needs to be looked at. It is his feeling that all Board members agree that they don’t need to be rushed and it is an issue not to be taken lightly. The Board has up to a year to decide. They can even have another public hearing and public input meetings if needed. He also expressed concern over recent proposed legislation that would bypass county authority to approve solar facilities. He also feels that companies come because we are small and will take things that are not appealing to other counties because of need.

No action taken; this item will be carried over to a future meeting.

## **COURT REPORTING EQUIPMENT AND SPACE UTILIZATION STUDY**

Ms. Seay advised that after the discussion at the last workshop the estimates provided were obtained by Ms. Robinson to accommodate the lack of court reporters in the area and address the needs of the courts using both courtrooms. It was noted that the estimates are only for the court reporting equipment and not the renovations needed to the courtroom to adequately accommodate Circuit Court.

A motion was made by Ms. Billups and seconded by Ms. Norman to approve the purchase and installation of the court reporting equipment at a cost not to exceed \$90,000.

AYES: J.L. SIMPKINS, M.R. BERRY, C.R. BILLUPS, S.C. ALSOP, M.H. NORMAN  
NAYS: NONE

Further discussion related to the relocation of Circuit Court into the Administration Building due to security and ADA compliance issues with the entire circuit court building. Staff requested that the Board revisit the space utilization study to see if ideas that have been brought forth by staff would be feasible and to get cost estimates on construction of new space and renovation of repurposed space.

A motion was made by Ms. Norman and seconded by Ms. Billups to approve the contract for the space utilization study to include the addition of budget estimates on any improvements.

AYES: J.L. SIMPKINS, M.R. BERRY, C.R. BILLUPS, S.C. ALSOP, M.H. NORMAN  
NAYS: NONE

## **APPOINTMENTS AND REAPPOINTMENTS TO BOARDS AND COMMISSIONS**

A motion was made by Ms. Alsop and seconded by Ms. Billups to appoint Stephen Hendrickson to the Planning Commission as the Newtown representative for a term expiring July 10, 2027.

AYES: J.L. SIMPKINS, M.R. BERRY, C.R. BILLUPS, S.C. ALSOP, M.H. NORMAN  
NAYS: NONE

## **COUNTY ADMINISTRATOR'S COMMENTS**

Ms. Seay provided the following comments:

- Advised that she has received a request from the West Point Rotary Club to do a community service project at the Mattaponi Pier. The project is proposed as supplying water safety equipment. It was the consensus of the Board to approve it if they advise what they will do prior to beginning the project.
- Asked if the Board would like to have representatives from Davenport come back for a review of financial matters. It was suggested that it be after the budget is finalized, either the July or August workshop meeting.

## **BOARD MEMBER COMMENTS**

Ms. Alsop had the following comments:

- Advised that it is good to be back, she is feeling much healthier now. She also thanked the Board for covering for her and looking out for the Newtown District in her absence.
- Stated that the Board needs a plan regarding the solar text amendment. Also, the Board needs to keep up with what the state is doing to change legislation that could take away the Board's authority on approval of them.
- Wished everyone a safe trip home, thanks for coming and hope they come out again next month.

Mr. Simpkins had the following comments:

- Thanked the citizens for coming and for their input on the text amendment. The Board needs to study things and get them right. Hopefully it will result in a happy outcome for everyone.
- Noted that the county cannot be compared to VA Beach and Chesterfield when it comes to salaries and crime rates. Unfortunately, smaller counties may always be a training ground for larger ones, it is that way in business as well. Someone is always chasing salaries. He noted that the state comparative report shows that we are in the top 5 in terms of pay for Sheriff deputies in our region. He can remember when Sheriff Longest the Sheriff and there was just him and one deputy.
- Related to the budget, there are many issues and the Board will do what they can with what we have.
- Wished everyone a safe trip home and hope to see everyone next time.

Ms. Billups had the following comments:

- Thanked everyone for coming.
- Stated that it was a long meeting but every minute was valuable.
- Thanked the citizens from the Buena Vista District again for coming out and speaking up.
- Wished everyone a safe trip home and watch out for deer.

Ms. Norman had the following comments:

- Thanked everyone for coming and speaking. The comments are heard and valued.
- She is very concerned about the "muddy pond" that was mentioned several times by folks speaking about the Walnut Solar project.
- Thanked county staff for all their work.
- Wished everyone a safe trip home.

Mr. Berry had the following comments:

- Thanked everyone for their participation in the meeting tonight, it is an example of the democratic process in action. The zoning text amendment issue warrants a great deal of consideration before a decision is made.
- Commented that there are a lot of needs in the budget and that most of the revenue comes from real estate and personal property taxes. The county needs smart growth and to bring the right businesses. The Board is cognizant of the needs and impacts on citizens. There has been .11 increase in the real estate tax rate over the last few years. That is significant and there are even more needs to be met.



- Reminded everyone that all Board meetings are public and to please come out and participate.
- Thanked everyone for the thoughts and prayers when his mother passed away last week, they are appreciated from the bottom of his heart.

**IT IS ORDERED THAT THE BOARD BE ADJOURNED:**

A motion was made by Ms. Billups and seconded by Ms. Alsop to adjourn the meeting at 10:15 p.m.

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**Chairman**

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**Clerk of the Board**

**From:** [Seay, Vivian \(KQCO\)](#)  
**To:** [Ammons, Tina \(KQCO\)](#)  
**Subject:** Fwd: Meeting Minutes for April 14, 2025  
**Date:** Tuesday, May 13, 2025 8:45:06 AM

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FYI

Vivian R. Seay  
County Administrator | County Attorney  
King and Queen County, Virginia

Begin forwarded message:

**From:** Samuel Hart <rphartandsonllc@gmail.com>  
**Date:** May 13, 2025 at 8:20:56 AM EDT  
**To:** "Billups, Carolyn (KQCO)" <cbillups@kingandqueenco.net>, "Norman, Marie (KQCO)" <mnorman@kingandqueenco.net>, "Berry, Mark (KQCO)" <mberry@kingandqueenco.net>, "Simpkins, Lawrence (KQCO)" <lsimpkins@kingandqueenco.net>, "Alsop, Sherrin (KQCO)" <salsop@kingandqueenco.net>, "Sprouse, Donna (KQCO)" <dsprouse@kingandqueenco.net>, "Seay, Vivian (KQCO)" <vseay@kingandqueenco.net>  
**Subject:** Meeting Minutes for April 14, 2025

Good Morning,

I was looking over the meeting packet for the May 12, 2025 Board of Supervisors meeting, and noticed a mistake in the April 14, 2025 meeting minutes, which I would like to have corrected before it is approved and becomes permanently recorded. I understand that the meeting minutes require extensive effort to compile, and transcribe, and I appreciate all of the time that goes into documenting and recording these meetings.

During the public comment period for the ZA24-02 zoning text amendment, I spoke briefly and handed out a packet of information. When I addressed the board, one of the points I was trying to make was that allowing solar development in the Agricultural District (Walnut Solar), has inflated the sale prices for farmland and woodland because of the money that Dominion has paid for purchasing property for that project being used to set prices for new property listings. This is affecting me personally, as the landowners of one of the fields we were leasing for 25 years have decided to sell their property. They were asking \$11,000 an acre for the property. That price is not economically feasible for farmland, and that field is no longer part of my operation. The asking price is a direct result of allowing industrial development, like solar, in the Agricultural District.

I believe I said in the meeting that I will no longer be farming a field, because the owners want to sell it, and they are asking \$11,000 an acre.

The meeting minutes quote me as saying the "approved solar farm is giving landowners \$11,000/acre", which is not what I said at all, particularly the "solar farm" part. I try to make an effort never to refer to them as farms, as I do not believe that they are in any way related to farming. And I did not say that landowners were receiving \$11,000 an acre, only that a landowner was listing farmland for \$11,000 an acre.

I would really like that edited to reflect what I said.

Please let me know if that can be done.

Thanks,

Sam Hart  
(804)370-4893

***AGENDA: June 9, 2025 Regular Meeting***

**ITEM #3:**

Approval and signing of Warrants and Appropriations

**ACTION REQUESTED:**

1. Ratification of May 27, 2025 warrants
2. Approval of County warrants & payroll for the month of June
3. Budget Amendment for grants and pass through funds received throughout the budget year. No local funds are required.

**ATTACHMENTS:**

- County Warrants (Payroll and Accounts Payable)
- Budget Amendment Summary

5/22/2025  
AP375  
FUND # - 100

Revenue - General Fund

FROM DATE- 5/27/2025  
TO DATE- 5/27/2025

ACCOUNTS PAYABLE LIST  
KING & QUEEN  
DEPT # - 013030

Permits and Fees

PAGE 1

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$	PAY	\$\$
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WILLIAMS, RUSS	Permits and Fees E & S Sureties/Refundable	RPA MOD SURETY	05/06/2025	5/06/2025	8,700.00		
					8,700.00	*	
				TOTAL	8,700.00		

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE	\$\$	PAY	\$\$
				DATE			
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	*** Board of Supervisors ***						
RAPPAHANNOCK TIMES	Advertising	BOS PUBLIC HEARING	CL04232503	4/30/2025	175.50		
					175.50	*	
VERIZON WIRELESS	Telecommunications	WIRELESS DEVICES	6111904769	4/25/2025	49.28		
					49.28	*	
ELAN CORPORATE PAYMENT SYS	Convention & Education	STARLINK W/ MOUNT	05/15/2025	5/15/2025	450.00		
ELAN CORPORATE PAYMENT SYS	Convention & Education	STARLINK W/ MOUNT	05/15/2025	5/15/2025	450.00		
					900.00	*	
ELAN CORPORATE PAYMENT SYS	Miscellaneous Expense	BOS DINNER	05/15/2025	5/15/2025	.00		
ELAN CORPORATE PAYMENT SYS	Miscellaneous Expense	STARLINK W/ MOUNT	05/15/2025	5/15/2025	166.89		
ELAN CORPORATE PAYMENT SYS	Miscellaneous Expense	STARLINK W/ MOUNT	05/15/2025	5/15/2025	18.69		
					185.58	*	
				TOTAL	1,310.36		

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$	PAY	\$\$
-----	-----	-----	-----	----	-----		
	*** County Administrator ***						
PITNEY BOWES	Maintenance Service Contracts	POSTAGE METER LEASE	3320677556	4/29/2025		65.00	
						65.00	*
VIRGINIA PENINSULA PUBLIC	Automotive/Motor Pool	MARCH 2025 CTY VEHIC	32276	4/10/2025		55.00	
PORT RICHMOND AUTO PARTS	Automotive/Motor Pool	ESCAPE OIL CHANGE	487866	3/24/2025		31.31	
PORT RICHMOND AUTO PARTS	Automotive/Motor Pool	2006 GMC TRANS FLUID	491090	5/06/2025		51.62	
						137.93	*
SHRED-IT USA, LLC	Office Supplies	ADMIN SHREDDING	8010635623	4/25/2025		84.26	
						84.26	*
MANSFIELD OIL COMPANY	Vehicle Fuel	FUEL	SQLCD-1065277	4/02/2025		30.43	
						30.43	*
				TOTAL		317.62	

5/22/2025  
AP375  
FUND # - 100

FROM DATE- 5/27/2025  
TO DATE- 5/27/2025

ACCOUNTS PAYABLE LIST  
KING & QUEEN  
DEPT # - 012210 \*\*\* County Attorney \*\*\*

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VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE	DATE	\$\$	PAY	\$\$
-----	-----	-----	-----		----	-----		-----
	*** County Attorney ***							
ELAN CORPORATE PAYMENT SYS	Convention & Education	STARLINK W/ MOUNT	05/15/2025		5/15/2025	454.92		
						454.92	*	
					TOTAL	454.92		



VENDOR NAME		CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$	PAY	\$\$
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KING & QUEEN COUNTY		*** HUMAN RESOURCES *** HR CONSULTANT	MAY HR CONSULTANT	05/01/2025	5/01/2025	982.66		
						982.66	*	
ELAN CORPORATE PAYMENT SYS		BACKGROUND CHECKS	STARLINK W/ MOUNT	05/15/2025	5/15/2025	20.00		
						20.00	*	
ELAN CORPORATE PAYMENT SYS		HR EVENT SUPPLIES	STARLINK W/ MOUNT	05/15/2025	5/15/2025	16.20		
ELAN CORPORATE PAYMENT SYS		HR EVENT SUPPLIES	STARLINK W/ MOUNT	05/15/2025	5/15/2025	211.26		
						227.46	*	
					TOTAL	1,230.12		

5/22/2025  
AP375  
FUND # - 100

FROM DATE- 5/27/2025  
TO DATE- 5/27/2025

ACCOUNTS PAYABLE LIST  
KING & QUEEN  
DEPT # - 012310 \*\*\* Commissioner of Revenue \*\*\*

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VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$	PAY	\$\$
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QUILL CORPORATION	*** Commissioner of Revenue *** Office Supplies	COR CHREDDER	43929063	4/30/2025	1,088.69		
					1,088.69	*	
				TOTAL	1,088.69		

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE	DATE	\$\$	PAY	\$\$
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	*** Finance ***							
VERIZON WIRELESS	Telecommunications	WIRELESS DEVICES	6111904769		4/25/2025		45.47	
							45.47	*
ELAN CORPORATE PAYMENT SYS	Meals & Lodging	STARLINK W/ MOUNT	05/15/2025		5/15/2025		195.44	
							195.44	*
					TOTAL		240.91	

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE	PAY	
				DATE		
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	*** Treasurer ***					
OFFICE DEPOT	Office Supplies	SUPPLIES	415964834001	4/18/2025	83.98	
OFFICE DEPOT	Office Supplies	COPY PAPER	419944169001	4/29/2025	83.98	
OFFICE DEPOT	Office Supplies	PAPER CREDIT	422272889001	5/08/2025	81.48-	
					86.48	*
				TOTAL	86.48	

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE	\$\$	PAY	\$\$
				DATE			
-----	-----	-----	-----	----	-----	-----	-----
*** Information Technology ***							
COMPUTER TELEPHONE TECHNOL	Professional Services	SALTO RENEWAL YEARLY	21471	4/14/2025	820.00		
					820.00	*	
ELAN CORPORATE PAYMENT SYS	Maintenance & Service Contract	STARLINK W/ MOUNT	05/15/2025	5/15/2025	125.85		
					125.85	*	
ELAN CORPORATE PAYMENT SYS	Communications/Phone & Interne	STARLINK W/ MOUNT	05/15/2025	5/15/2025	122.00		
ELAN CORPORATE PAYMENT SYS	Communications/Phone & Interne	STARLINK W/ MOUNT	05/15/2025	5/15/2025	187.00		
					309.00	*	
AMAZON CAPITAL SERVICES	Office Supplies/Software Upgra	IT SUPPLIES	1QGQ-MFY9-MRL3	3/25/2025	112.38		
					112.38	*	
CDW-GOVERNMENT, INC	EDP Equipment - County	CURVED MONITORS	AD6BH7X	4/08/2025	2,102.26		
CDW-GOVERNMENT, INC	EDP Equipment - County	DELL COMPUTER	AD6QC7N	4/10/2025	2,312.46		
CDW-GOVERNMENT, INC	EDP Equipment - County	REPLACEMENT BATTERY	AD6551P	4/14/2025	301.34		
COMPUTER TELEPHONE TECHNOL	EDP Equipment - County	VOIP PHONE	21590	4/30/2025	1,140.00		
					5,856.06	*	
CDW-GOVERNMENT, INC	EDP Equipment - Sheriff	SURFACE DOCK	AD1IT9B	3/04/2025	461.32		
					461.32	*	
SHRED-IT USA, LLC	DIGITAL RECORDS RETENTION	MASS SHREDDING	8010672115	4/30/2025	1,319.78		
					1,319.78	*	
CDW-GOVERNMENT, INC	EDP Equipment - Rescue Service	UBIQUITI SWITCH WIFI	AD1JE9U	3/04/2025	732.62		
					732.62	*	
ELAN CORPORATE PAYMENT SYS	BAMBOO/HR SOFTWARE	STARLINK W/ MOUNT	05/15/2025	5/15/2025	846.60		
					846.60	*	
TOTAL					10,583.61		

VENDOR NAME -----	CHARGE TO -----	DESCRIPTION -----	INVOICE# -----	INVOICE	DATE ----	\$\$	PAY	\$\$
ELAN CORPORATE PAYMENT SYS	Juror Lunches	STARLINK W/ MOUNT	05/15/2025		5/15/2025	107.00		
ELAN CORPORATE PAYMENT SYS	Juror Lunches	STARLINK W/ MOUNT	05/15/2025		5/15/2025	89.04		
						196.04	*	
				TOTAL		196.04		

5/22/2025  
AP375  
FUND # - 100

FROM DATE- 5/27/2025  
TO DATE- 5/27/2025

ACCOUNTS PAYABLE LIST  
KING & QUEEN  
DEPT # - 021101 \*\*\* 9th Dist Circuit Court \*\*\*

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VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$ PAY \$
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NEW KENT COUNTY	*** 9th Dist Circuit Court *** Purchased Services	CIR CRT UNIT EXP	4832	3/31/2025	5,958.14
				TOTAL	5,958.14 *

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$ PAY \$\$
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OSBORNE, J. TERRY	Court Appointed Attorney	GT2500045300	9531248	5/02/2025	330.00
					330.00 *
				TOTAL	330.00



VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE	PAY	
				DATE		
-----	-----	-----	-----	----	-----	-----
	*** Commonwealth Attorney ***					
OFFICE DEPOT	Office Supplies	SUPPLIES	415964834001	4/18/2025	83.98	
OFFICE DEPOT	Office Supplies	COPY PAPER	419944169001	4/29/2025	83.98	
OFFICE DEPOT	Office Supplies	PAPER CREDIT	422272889001	5/08/2025	81.48-	
					86.48	*
				TOTAL	86.48	

VENDOR NAME				CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$	PAY	\$\$
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				*** Sheriff ***						
ELAN CORPORATE	PAYMENT	SYS		Convention & Education	STARLINK W/ MOUNT	05/15/2025	5/15/2025	189.00		
								189.00	*	
ELAN CORPORATE	PAYMENT	SYS		Meals & Lodging	STARLINK W/ MOUNT	05/15/2025	5/15/2025	450.94		
ELAN CORPORATE	PAYMENT	SYS		Meals & Lodging	STARLINK W/ MOUNT	05/15/2025	5/15/2025	504.94		
ELAN CORPORATE	PAYMENT	SYS		Meals & Lodging	STARLINK W/ MOUNT	05/15/2025	5/15/2025	44.00		
ELAN CORPORATE	PAYMENT	SYS		Meals & Lodging	STARLINK W/ MOUNT	05/15/2025	5/15/2025	26.40		
ELAN CORPORATE	PAYMENT	SYS		Meals & Lodging	STARLINK W/ MOUNT	05/15/2025	5/15/2025	376.20		
ELAN CORPORATE	PAYMENT	SYS		Meals & Lodging	STARLINK W/ MOUNT	05/15/2025	5/15/2025	90.10		
								1,492.58	*	
ELAN CORPORATE	PAYMENT	SYS		Dues & Association Membership	STARLINK W/ MOUNT	05/15/2025	5/15/2025	44.00		
ELAN CORPORATE	PAYMENT	SYS		Dues & Association Membership	STARLINK W/ MOUNT	05/15/2025	5/15/2025	59.95		
								103.95	*	
ELAN CORPORATE	PAYMENT	SYS		Office Supplies	STARLINK W/ MOUNT	05/15/2025	5/15/2025	83.45		
								83.45	*	
ELAN CORPORATE	PAYMENT	SYS		Accreditation	STARLINK W/ MOUNT	05/15/2025	5/15/2025	104.94		
								104.94	*	
TOTAL								1,973.92		

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$	PAY	\$\$
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AIR-CARE, INC.	Fire Program Funds	MSA- RFID READER	27102	3/21/2025	682.03		682.03
				TOTAL	682.03		682.03

VENDOR NAME		CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$	PAY	\$\$
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		*** Rescue Services ***						
VERIZON WIRELESS		Telecommunications	WIRELESS DEVICES	6111904769	4/25/2025	737.70		
						737.70	*	
ELAN CORPORATE PAYMENT SYS	Training	STARLINK W/ MOUNT	05/15/2025	5/15/2025	75.00			
ELAN CORPORATE PAYMENT SYS	Training	STARLINK W/ MOUNT	05/15/2025	5/15/2025	375.00	-		
ELAN CORPORATE PAYMENT SYS	Training	STARLINK W/ MOUNT	05/15/2025	5/15/2025	375.00	-		
ELAN CORPORATE PAYMENT SYS	Training	STARLINK W/ MOUNT	05/15/2025	5/15/2025	375.00	-		
ELAN CORPORATE PAYMENT SYS	Training	STARLINK W/ MOUNT	05/15/2025	5/15/2025	375.00	-		
ELAN CORPORATE PAYMENT SYS	Training	STARLINK W/ MOUNT	05/15/2025	5/15/2025	24.18			
ELAN CORPORATE PAYMENT SYS	Training	STARLINK W/ MOUNT	05/15/2025	5/15/2025	70.00			
ELAN CORPORATE PAYMENT SYS	Training	STARLINK W/ MOUNT	05/15/2025	5/15/2025	27.78			
						1,303.04	-*	
ARC3 GASES		Medical Supplies	OXYGEN	0011867689	5/01/2025	412.40		
						412.40	*	
WEST POINT FORD		Vehicle Maintenance	HUB ASY & SENSOR	19870	5/09/2025	555.32		
WEST POINT FORD		Vehicle Maintenance	CREDIT ON INVOICE	19870-R1	5/09/2025	555.32	-	
WEST POINT FORD		Vehicle Maintenance	HUB ASY & SENSOR	19872	5/09/2025	523.89		
PORT RICHMOND AUTO PARTS		Vehicle Maintenance	BRAKES AND ROTORS	491549	5/12/2025	409.57		
ADVANCE AUTO PARTS		Vehicle Maintenance	VEHICLE SUPPLIES	2118505510476	2/24/2025	22.83		
DANNY'S GLASS		Vehicle Maintenance	WINDSHIELD REPLACE	825490	5/01/2025	690.36		
ELAN CORPORATE PAYMENT SYS	Vehicle Maintenance	STARLINK W/ MOUNT	05/15/2025	5/15/2025	20.00			
						1,666.65	*	
MANSFIELD OIL COMPANY		Vehicle Fuel	FUEL	SQLCD-1075021	5/02/2025	1,197.48		
ELAN CORPORATE PAYMENT SYS	Vehicle Fuel	STARLINK W/ MOUNT	05/15/2025	5/15/2025	27.00			
ELAN CORPORATE PAYMENT SYS	Vehicle Fuel	STARLINK W/ MOUNT	05/15/2025	5/15/2025	26.99			
ELAN CORPORATE PAYMENT SYS	Vehicle Fuel	STARLINK W/ MOUNT	05/15/2025	5/15/2025	29.00			
ELAN CORPORATE PAYMENT SYS	Vehicle Fuel	STARLINK W/ MOUNT	05/15/2025	5/15/2025	48.87			
						1,329.34	*	
GALL'S LLC		Uniforms	UNIFORM PARKA	031164188	4/26/2025	164.66		
GALL'S LLC		Uniforms	UNIFORM PARKA	031201479	4/30/2025	164.66		
						329.32	*	
ELAN CORPORATE PAYMENT SYS		REGULATED MEDICAL SUPPLY/PHARM	STARLINK W/ MOUNT	05/15/2025	5/15/2025	590.00		
COMPUTER TELEPHONE TECHNOL		REGULATED MEDICAL SUPPLY/PHARM	PHARMACY LOCKS	21294	2/12/2025	697.90		
						1,287.90	*	
NNPDC		NNPDC Ambulance Billing Fee	APRIL 25 EMS BILLING	04/30/2025	4/30/2025	788.66		
						788.66	*	
ESO SOLUTIONS, INC.		Staffing Software	FIRE& SCHEDULE SOFTW	ESO-167905	5/08/2025	11,574.69		
						11,574.69	*	
					TOTAL	16,823.62		

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE	DATE	\$\$	PAY	\$\$
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*** Radio Communications ***								
DOMINION ENERGY VIRGINIA	Electrical Services	COURTHOUSE TOWER	7646266440	5/25	5/06/2025		516.74	
RAPPAHANNOCK ELECTRIC	Electrical Services	244 LAKE POND ROAD	114292001	5/25	5/14/2025		356.56	
RAPPAHANNOCK ELECTRIC	Electrical Services	490 CANTERBURY ROAD	114292002	5/25	5/17/2025		270.77	
RAPPAHANNOCK ELECTRIC	Electrical Services	8786 NEWTOWN ROAD	114292003	5/25	5/15/2025		380.07	
							1,524.14	*
ELAN CORPORATE PAYMENT SYS	Misc.Contingencies	STARLINK W/ MOUNT	05/15/2025		5/15/2025		350.00	
							350.00	*
HARRIS CORPORATION	Radio Equipment	LINK LAYER AUTHENTIC	93451862		4/23/2025		140.00	
HARRIS CORPORATION	Radio Equipment	Y SPLIT POWER CABLE	93452101		4/29/2025		259.00	
							399.00	*
CARTER MACHINERY CO, INC	Maintenance Contracts - Genera	SERVICE GENERATOR	1968887		4/29/2025		304.90	
CARTER MACHINERY CO, INC	Maintenance Contracts - Genera	SERVICE GENERATOR	1968888		4/29/2025		304.90	
CARTER MACHINERY CO, INC	Maintenance Contracts - Genera	SERVICE GENERATOR	1968889		4/29/2025		304.90	
CARTER MACHINERY CO, INC	Maintenance Contracts - Genera	SERVICE GENERATOR	1968890		4/29/2025		304.90	
CARTER MACHINERY CO, INC	Maintenance Contracts - Genera	SERVICE GENERATOR	1968891		4/29/2025		304.90	
CARTER MACHINERY CO, INC	Maintenance Contracts - Genera	SERVICE GENERATOR	1968892		4/29/2025		304.90	
CARTER MACHINERY CO, INC	Maintenance Contracts - Genera	SERVICE GENERATOR	1968893		4/29/2025		332.85	
							2,162.25	*
AMERICAN TOWER CORP.	Tower Rent - Courthouse Site	TOWER RENT	4913253		4/30/2025		5,477.53	
							5,477.53	*
SPECTRASITE	Tower Rent - Canterbury Site	TOWER RENT	4899708		4/30/2025		6,261.59	
							6,261.59	*
AMERICAN TOWER CORP.	Tower Rent - Newtown Site	TOWER RENT	4913253		4/30/2025		5,912.96	
							5,912.96	*
TOTAL							22,087.47	

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$	PAY	\$\$
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*** Probation/Pretrial Services ***							
GLOUCESTER COUNTY FISCAL S	Payment to Joint Operations	FY25 RMP	01/09/2025	5/20/2025	15,500.00		
					15,500.00	*	
TOTAL					15,500.00		

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE	PAY	
				DATE		
	*** Building Inspections ***					
PITNEY BOWES	Maintenance Service Contracts	POSTAGE METER LEASE	3320677556	4/29/2025	65.00	
					65.00	*
VERIZON WIRELESS	Telecommunications	WIRELESS DEVICES	6111904769	4/25/2025	49.28	
					49.28	*
OFFICE DEPOT	Office Supplies	SUPPLIES	415964834001	4/18/2025	26.98	
OFFICE DEPOT	Office Supplies	COPY PAPER	419944169001	4/29/2025	16.80	
OFFICE DEPOT	Office Supplies	SUPPLIES	421357903001	5/01/2025	27.76	
OFFICE DEPOT	Office Supplies	PAPER CREDIT	422279257001	5/08/2025	23.95	-
					47.59	*
MANSFIELD OIL COMPANY	Vehicle Fuel	FUEL	SQLCD-1065277	4/02/2025	34.95	
MANSFIELD OIL COMPANY	Vehicle Fuel	FUEL	SQLCD-1069933	4/17/2025	59.20	
					94.15	*
				TOTAL	256.02	

5/22/2025  
AP375  
FUND # - 100

FROM DATE- 5/27/2025  
TO DATE- 5/27/2025

ACCOUNTS PAYABLE LIST  
KING & QUEEN  
DEPT # - 035100 \*\*\* Animal Control \*\*\*

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VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$ PAY \$
ELAN CORPORATE PAYMENT SYS	Drugs / Medication / Supplies	STARLINK W/ MOUNT	05/15/2025	5/15/2025	67.98
				TOTAL	67.98



VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE	DATE	\$\$	PAY	\$\$
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*** Emergency Services ***								
VERIZON WIRELESS	Communication Equipment	WIRELESS DEVICES	6111904769		4/25/2025		45.47	
ELAN CORPORATE PAYMENT SYS	Communication Equipment	STARLINK W/ MOUNT	05/15/2025		5/15/2025		500.00	
ELAN CORPORATE PAYMENT SYS	Communication Equipment	STARLINK W/ MOUNT	05/15/2025		5/15/2025		1,523.78	
							2,069.25	*
NI GOVERNMENT SERVICES	Grant - Satelite Phones	SATELLITE PHONE	25043053431		5/06/2025		88.52	
NI GOVERNMENT SERVICES	Grant - Satelite Phones	SATELLITE PHONE	25043053451		5/06/2025		88.52	
NI GOVERNMENT SERVICES	Grant - Satelite Phones	SATELLITE PHONE	25043053461		5/06/2025		88.52	
							265.56	*
ELAN CORPORATE PAYMENT SYS	Training/Coordinator	STARLINK W/ MOUNT	05/15/2025		5/15/2025		325.00-	
							325.00-	*
ELAN CORPORATE PAYMENT SYS	Recruitment and Retention	STARLINK W/ MOUNT	05/15/2025		5/15/2025		120.00	
							120.00	*
TOTAL							2,129.81	

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE	DATE	\$\$	PAY	\$\$
-----	-----	-----	-----		----			-----
*** General Properties ***								
JAMES RIVER AIR	Repairs & Maintenance	AC UNIT REPAIR	S390692		4/21/2025		589.50	
ELAN CORPORATE PAYMENT SYS	Repairs & Maintenance	STARLINK W/ MOUNT	05/15/2025		5/15/2025		319.69	
COMPUTER TELEPHONE TECHNOL	Repairs & Maintenance	REPLACE MINI @ CIR	21551		4/24/2025		863.00	
							1,772.19	*
SYDNOR HYDRO, INC.	Water System Testing	MAINTENANCE CONTRACT	8774		5/01/2025		350.00	
							350.00	*
DOMINION ENERGY VIRGINIA	Electrical Services	CIRCUIT COURT	1803982501	5/25	5/06/2025		382.32	
DOMINION ENERGY VIRGINIA	Electrical Services	REGISTRAR	3804020000	4/25	4/25/2025		66.98	
DOMINION ENERGY VIRGINIA	Electrical Services	FARMERS MARKET	6309933833	5/25	5/05/2025		37.41	
DOMINION ENERGY VIRGINIA	Electrical Services	ADMIN BUILDING	8775688446	4/25	4/29/2025		5,118.31	
DOMINION ENERGY VIRGINIA	Electrical Services	TAVERN MUSEUM	9883802507	4/25	4/29/2025		342.68	
							5,947.70	*
VERIZON WIRELESS	Telecommunications	WIRELESS DEVICES	6111904769		4/25/2025		40.47	
CENTURYLINK BUSINESS	Telecommunications	LONG DISTANCE	732851216		4/24/2025		32.68	
ESI HOSTED SERVICES, LLC	Telecommunications	EARLY TERM VOIP LINE	199192		5/01/2025		939.62	
ELAN CORPORATE PAYMENT SYS	Telecommunications	STARLINK W/ MOUNT	05/15/2025		5/15/2025		2,083.95	
							3,096.72	*
MANSFIELD OIL COMPANY	Vehicle & Equipment Fuel	FUEL	SQLCD-1065277		4/02/2025		217.59	
MANSFIELD OIL COMPANY	Vehicle & Equipment Fuel	FUEL	SQLCD-1069933		4/17/2025		175.74	
							393.33	*
ELAN CORPORATE PAYMENT SYS	Vehicle & Equipment Supplies	STARLINK W/ MOUNT	05/15/2025		5/15/2025		15.76	
ELAN CORPORATE PAYMENT SYS	Vehicle & Equipment Supplies	STARLINK W/ MOUNT	05/15/2025		5/15/2025		78.50	
							94.26	*
OFFICE DEPOT	Building Supplies	KEY TAGS	421357901001		5/01/2025		5.59	
ELAN CORPORATE PAYMENT SYS	Building Supplies	STARLINK W/ MOUNT	05/15/2025		5/15/2025		94.76	
							100.35	*
LAMB EXTERMINATING	Pest Control	APRIL PEST CONTROL	50268		4/30/2025		315.00	
							315.00	*
SOUTHERN ELEVATOR	Elevator Inspections	SERVICE ELEVATOR	122221		5/01/2025		310.00	
							310.00	*
SERVICEMASTER OF THE	Custodial Service	MAY JANITORIAL SERV	6753		5/01/2025		4,400.00	
							4,400.00	*
ELAN CORPORATE PAYMENT SYS	Tools & Equipment	STARLINK W/ MOUNT	05/15/2025		5/15/2025		118.42	
ELAN CORPORATE PAYMENT SYS	Tools & Equipment	STARLINK W/ MOUNT	05/15/2025		5/15/2025		119.05	
							237.47	*
TOTAL							17,017.02	

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$	PAY	\$\$
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LAMB EXTERMINATING	*** Marriott School Facility *** Repairs & Maintenance	APRIL PEST CONTROL	50268	4/30/2025	100.00		
					100.00	*	
				TOTAL	100.00		

5/22/2025	FROM DATE- 5/27/2025	ACCOUNTS PAYABLE LIST	PAGE 24
AP375	TO DATE- 5/27/2025	KING & QUEEN	
FUND # - 100		DEPT # - 043400 *** Station 8/Shacklefords ***	

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE	DATE	\$\$	PAY	\$\$
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*** GENERAL PROPERTIES - HUB33 ***								
DOMINION ENERGY VIRGINIA	ELECTRICAL SERVICES	TELEWORK CENTER	210012765777M25		5/02/2025	1,381.15		
						1,381.15	*	
ELAN CORPORATE PAYMENT SYS	FACILITY SUPPLIES	STARLINK W/ MOUNT	05/15/2025		5/15/2025	31.79		
ELAN CORPORATE PAYMENT SYS	FACILITY SUPPLIES	STARLINK W/ MOUNT	05/15/2025		5/15/2025	10.51		
						42.30	*	
HAYES & COMPANY CLEANING L	CUSTODIAL SERVICE	APRIL 2025 CLEANING	04/26/2025		4/26/2025	1,400.00		
						1,400.00	*	
					TOTAL	2,823.45		

VENDOR NAME		CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$	PAY	\$\$
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		*** COMMUNITY PROGRAMMING ***						
VERIZON WIRELESS		TELECOMMUNICATIONS	WIRELESS DEVICES	6111904769	4/25/2025		80.94	
							80.94	*
OFFICE DEPOT		OFFICE SUPPLIES	SUPPLIES	415964834001	4/18/2025		16.80	
OFFICE DEPOT		OFFICE SUPPLIES	PAPER CREDIT	418320422001	5/07/2025		16.80	-
OFFICE DEPOT		OFFICE SUPPLIES	COPY PAPER	419944169001	4/29/2025		16.80	
ELAN CORPORATE PAYMENT SYS		OFFICE SUPPLIES	STARLINK W/ MOUNT	05/15/2025	5/15/2025		12.63	
							29.43	*
ELAN CORPORATE PAYMENT SYS		PROGRAM SUPPLIES	STARLINK W/ MOUNT	05/15/2025	5/15/2025		101.32	
ELAN CORPORATE PAYMENT SYS		PROGRAM SUPPLIES	STARLINK W/ MOUNT	05/15/2025	5/15/2025		8.31	
ELAN CORPORATE PAYMENT SYS		PROGRAM SUPPLIES	STARLINK W/ MOUNT	05/15/2025	5/15/2025		572.10	
ELAN CORPORATE PAYMENT SYS		PROGRAM SUPPLIES	STARLINK W/ MOUNT	05/15/2025	5/15/2025		80.05	
							761.78	*
					TOTAL		872.15	

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$ PAY \$
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	*** Mattaponi Pier ***				
DOMINION ENERGY VIRGINIA	Electrical Service	PIER	3013039916 5/25	5/05/2025	15.77
					15.77 *
				TOTAL	15.77

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$	PAY	\$\$
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	*** Public Library ***						
OFFICE DEPOT	OFFICE SUPPLIES	SUPPLIES	415964834001	4/18/2025		41.99	
OFFICE DEPOT	OFFICE SUPPLIES	PAPER CREDIT	418320422001	5/07/2025		41.36-	
OFFICE DEPOT	OFFICE SUPPLIES	COPY PAPER	419944169001	4/29/2025		41.99	
ELAN CORPORATE PAYMENT SYS	OFFICE SUPPLIES	STARLINK W/ MOUNT	05/15/2025	5/15/2025		18.74	
						61.36	*
ELAN CORPORATE PAYMENT SYS	SERVICES/LIBRARY PROGRAMS	STARLINK W/ MOUNT	05/15/2025	5/15/2025		350.00	
IVY FACE PAINTING & BODY A	SERVICES/LIBRARY PROGRAMS	OPEN HOUSE FACE PAIN	07/01/2025	7/01/2025		290.00	
PARRETT, JIM	SERVICES/LIBRARY PROGRAMS	ART SUPPLIES REIMBUR	05/12/2025	5/12/2025		63.95	
						703.95	*
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	LIBRARY BOOKS	87776585	4/23/2025		21.59	
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	LIBRARY BOOKS	87776586	4/23/2025		26.84	
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	LIBRARY BOOKS	87776587	4/23/2025		19.07	
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	LIBRARY BOOKS	87776588	4/23/2025		22.16	
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	LIBRARY BOOKS	87776589	4/23/2025		19.21	
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	LIBRARY BOOKS	87776590	4/23/2025		18.50	
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	LIBRARY BOOKS	87845123	4/28/2025		35.65	
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	LIBRARY BOOKS	87845124	4/28/2025		269.48	
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	LIBRARY BOOKS	87845125	4/28/2025		34.83	
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	LIBRARY BOOKS	87845126	4/28/2025		31.27	
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	LIBRARY BOOKS	87895553	4/30/2025		88.10	
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	LIBRARY BOOKS	87895554	4/30/2025		16.06	
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	LIBRARY BOOKS	87895555	4/30/2025		17.52	
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	LIBRARY BOOKS	87923254	5/01/2025		24.91	
						645.19	*
				TOTAL		1,410.50	



VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$	PAY	\$\$
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*** Planning Commission ***							
COLEMAN, JR. ROBERT W.	Mileage - Allowances	MILEAGE REIMBURSE	05/05/2025	5/05/2025		2.80	
RICHARDSON, HUNTER	Mileage - Allowances	MILEAGE REIMBURSE	05/05/2025	5/05/2025		23.80	
WILSON, JR. EDMOND L.	Mileage - Allowances	MILEAGE REIMBURSE	05/05/2025	5/05/2025		25.20	
JACKSON, COMER	Mileage - Allowances	MILEAGE REIMBURSE	05/05/2025	5/05/2025		23.10	
FLEMING, MICHAEL	Mileage - Allowances	MILEAGE REIMBURSE	05/05/2025	5/05/2025		25.20	
MASSEY, JONATHAN	Mileage - Allowances	MILEAGE REIMBURSE	05/05/2025	5/05/2025		21.00	
BRADLEY, MAC	Mileage - Allowances	MILEAGE REIMBURSE	05/05/2025	5/05/2025		15.40	
HENDRICKSON, STEPHEN J.	Mileage - Allowances	MILEAGE REIMBURSE	05/05/2025	5/05/2025		43.40	
						179.90	*
OFFICE DEPOT	Office Supplies	SUPPLIES	415964834001	4/18/2025		16.80	
OFFICE DEPOT	Office Supplies	COPY PAPER	419944169001	4/29/2025		16.80	
OFFICE DEPOT	Office Supplies	SUPPLIES	421357903001	5/01/2025		20.99	
OFFICE DEPOT	Office Supplies	PAPER CREDIT	422279257001	5/08/2025		12.80	-
						41.79	*
TOTAL						221.69	

VENDOR NAME				CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$	PAY	\$\$
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				*** Economic Development ***						
VERIZON WIRELESS				Telecommunications	WIRELESS DEVICES	6111904769	4/25/2025		49.28	
									49.28	*
ELAN CORPORATE	PAYMENT	SYS		Meals & Lodging	STARLINK W/ MOUNT	05/15/2025	5/15/2025		235.20	
ELAN CORPORATE	PAYMENT	SYS		Meals & Lodging	STARLINK W/ MOUNT	05/15/2025	5/15/2025		63.18	
ELAN CORPORATE	PAYMENT	SYS		Meals & Lodging	STARLINK W/ MOUNT	05/15/2025	5/15/2025		20.52	
ELAN CORPORATE	PAYMENT	SYS		Meals & Lodging	STARLINK W/ MOUNT	05/15/2025	5/15/2025		1,271.66	
									1,590.56	*
ELAN CORPORATE	PAYMENT	SYS		FUEL	STARLINK W/ MOUNT	05/15/2025	5/15/2025		36.51	
ELAN CORPORATE	PAYMENT	SYS		FUEL	STARLINK W/ MOUNT	05/15/2025	5/15/2025		34.61	
ELAN CORPORATE	PAYMENT	SYS		FUEL	STARLINK W/ MOUNT	05/15/2025	5/15/2025		21.10	
ELAN CORPORATE	PAYMENT	SYS		FUEL	STARLINK W/ MOUNT	05/15/2025	5/15/2025		32.94	
ELAN CORPORATE	PAYMENT	SYS		FUEL	STARLINK W/ MOUNT	05/15/2025	5/15/2025		27.59	
									152.75	*
							TOTAL		1,792.59	

VENDOR NAME				CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$	PAY	\$\$
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*** Tourism Development ***										
ELAN CORPORATE	PAYMENT	SYS	CONVENTION & EDUCATION	STARLINK W/ MOUNT	05/15/2025	5/15/2025		44.51		
								44.51	*	
OFFICE DEPOT			OFFICE SUPPLIES	SUPPLIES	415964834001	4/18/2025		16.80		
OFFICE DEPOT			OFFICE SUPPLIES	PAPER CREDIT	418320422001	5/07/2025		16.80	-	
OFFICE DEPOT			OFFICE SUPPLIES	COPY PAPER	419944169001	4/29/2025		16.80		
ELAN CORPORATE	PAYMENT	SYS	OFFICE SUPPLIES	STARLINK W/ MOUNT	05/15/2025	5/15/2025		14.60		
								31.40	*	
ELAN CORPORATE	PAYMENT	SYS	VEHICLE FUEL	STARLINK W/ MOUNT	05/15/2025	5/15/2025		37.00		
ELAN CORPORATE	PAYMENT	SYS	VEHICLE FUEL	STARLINK W/ MOUNT	05/15/2025	5/15/2025		35.00		
ELAN CORPORATE	PAYMENT	SYS	VEHICLE FUEL	STARLINK W/ MOUNT	05/15/2025	5/15/2025		34.40		
								106.40	*	
TOTAL								182.31		

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE	PAY	PAY
				DATE		
	*** Zoning Administrator ***					
PITNEY BOWES	Maintenance Service Contracts	POSTAGE METER LEASE	3320677556	4/29/2025	65.00	
					65.00	*
VERIZON WIRELESS	Telecommunications	WIRELESS DEVICES	6111904769	4/25/2025	49.28	
					49.28	*
ELAN CORPORATE PAYMENT SYS	Convention & Education	STARLINK W/ MOUNT	05/15/2025	5/15/2025	80.00	
					80.00	*
OFFICE DEPOT	Office Supplies	SUPPLIES	415964834001	4/18/2025	12.37	
OFFICE DEPOT	Office Supplies	PAPER CREDIT	418320422001	5/07/2025	7.76	-
OFFICE DEPOT	Office Supplies	COPY PAPER	419944169001	4/29/2025	8.03	
OFFICE DEPOT	Office Supplies	PAPER CREDIT	422279257001	5/08/2025	4.61	-
					8.03	*
MANSFIELD OIL COMPANY	Vehicle Equipment Fuel	FUEL	SQLCD-1065277	4/02/2025	32.38	
MANSFIELD OIL COMPANY	Vehicle Equipment Fuel	FUEL	SQLCD-1069933	4/17/2025	33.23	
					65.61	*
				TOTAL	267.92	

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$	PAY	\$\$
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*** Cooperative Extension Prog. ***							
TREASURER, VA TECH	Purchase of Services - VPI	FY25 3RD QTR	202503	4/09/2025	9,225.17		
KING & QUEEN VCE	Purchase of Services - VPI	2025 GARDENING PROG	05/13/2025	5/13/2025	282.95		
					9,508.12	*	
				TOTAL	9,508.12		

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE	PAY	
				DATE		
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*** Contingency Fund ***						
WILLIAMS SCOTSMAN, INC	Miscellaneous Contingencies	STORAGE CONTAINER	9023590280	4/25/2025	130.25	
ELAN CORPORATE PAYMENT SYS	Miscellaneous Contingencies	STARLINK W/ MOUNT	05/15/2025	5/15/2025	37.17	
					167.42	*
					TOTAL	167.42
					FUND TOTAL	124,812.35

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$ PAY \$\$
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CPL ARCHITECTS, ENGINEERS,	Emergency Services Facility	EMS FIRE STATION	107896	4/01/2025	6,258.24 6,258.24 *
EAST COAST EMERGENCY	EMS Response Vehicles	2024 CHEVY OPS TRUCK	42162	4/15/2025	6,838.43 6,838.43 *
				TOTAL	13,096.67
				FUND TOTAL	13,096.67

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$	PAY	\$\$
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SKANSKA	KQES CONSTRUCTION	KQES PROJECT	2222828-33	5/01/2025	1,600.00		
GRIMM & PARKER ARCHITECTS	KQES CONSTRUCTION	KQES PROJECT	2	4/30/2025	34,199.18		
					35,799.18		*
				TOTAL	35,799.18		
				FUND TOTAL	35,799.18		
				TOTAL DUE	173,708.20		

Approved at meeting of \_\_\_\_\_ on \_\_\_\_\_.

Signed \_\_\_\_\_  
Title \_\_\_\_\_ Date \_\_\_\_\_



# Part-time Employee Payroll Run

Payroll: Wednesday, June 11, 2025

## County

Hunter, Greg	\$4,048.75
Willaford, Harold	\$1,403.84
Harvey, Doris	\$685.50
Norman, Susan	\$432.60
Hendrickson, Stephen	\$1,496.00
Barrow, Kathy	\$219.24
Evko, Kelly	\$4,000.00

## Circuit Court

Gray, Alexis	\$2,394.00
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## Sheriff's Department

Balderson, Natalie	\$1,040.00
Bullington, Willow	\$4,750.00
Burton, Melvin	\$1,212.50
Douglas, Milton	\$2,975.00
Hayes, Drake	\$2,125.00
Holmes, Randy	\$2,725.00
Laufer, Sandra	\$2,040.00
Shackleford, Donald	\$1,820.00
Trent, Darryl	\$962.50

## Overtime/Sheriff's Department

Blowe, Sklyer	\$579.45
Bowen, Kevin	\$201.90
Burr, Brian	\$245.14
Cusick, Philip	\$552.60
Davis, Sandra	\$320.16
Mills, Jonathan	\$285.53
Parker, John	\$320.56
Pittman, Deana	\$154.52
Rowe, Vladimir	\$200.55
Schefflien, Harvey	\$300.72

## Rescue Services

Beasley, Michael	\$2,238.72
Bouchyard, Shaun	\$2,481.60
Brantley, Brian	\$648.96
Cassity, Stuart	\$703.04
Heller, John	\$594.88
Huffman, Michael	\$1,774.08
Meriwether, Jack	\$3,743.57
Monroe, Aaron	\$1,742.40
Preli, Nick	\$253.44

**\$51,671.75**

## Fulltime Payroll - June 2025

### Board of Supervisors

Carolyn Billups	\$416.67
Marie Norman	\$416.67
Mark Berry	\$416.67
Lawrence Simpkins	\$416.67
Sherrin Alsop	\$416.67

### County Administrator/County Attorney

Vivian Seay	\$18,750.00
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### Commissioner of the Revenue

Kelly Lumpkin	\$7,133.84
Brenda Robinson	\$4,574.25
Ivonnlynn Ellis	\$3,104.08

### Finance

Tina Ammons	\$7,742.42
Resa Wilson	\$3,379.90

### Treasurer

Stephanie Sears	\$6,526.85
Mali Klausen	\$3,834.00
Tammy Gibbs	\$3,043.22

### Registrar

Diane Klausen	\$6,526.85
Kristy Creech	\$5,280.00
Davis, Emma-Wade	\$3,104.08

### Clerk of Circuit Court

Hattie Robinson	\$8,315.27
Patricia Reed	\$4,336.75
Vicotria Davis	\$3,367.50

### Commonwealth Attorney

Meredith Adkins	\$12,725.79
Makaylah Ambrose	\$4,343.58

### Sheriff

Rob Balderson	\$10,182.24
Scott Edleman	\$4,630.00
Bullington, Willow	\$4,463.33
Ernie Schefflien	\$5,791.43
Paul Hope	\$4,875.00
Christopher Wilkins	\$4,463.33
Mitchell Wilson	\$5,879.58
Phillip Cusick	\$5,321.67
Jonathon Mills	\$4,713.33
John Parker	\$4,630.00
Hickory Burns	\$4,546.67

Skylar Blowe	\$4,463.33
Deputy	vacant
Jon-Eric Clark	\$4,635.00
Brian Burr	\$5,150.00
Vladimir Rowe	\$4,635.00
Emilee Bashaw	\$4,463.33
Kevin Bowen	\$4,666.67
Nicole Pittman	\$4,463.33
Animal Control Officer	vacant
Sandra Davis	\$4,624.99
Tammy Warren	\$3,750.00
Shirley Hill	\$4,403.93
Ellen Topham	\$3,583.33
Alexis Davis	\$3,750.00
Janeisha Ashlock-Moseley	\$3,583.33
Brittney Wash	\$3,583.33
Zachary Carkin	\$3,583.33
Dispatcher	vacant
Vickie Draine	\$4,720.83

#### **Rescue Services**

David Lankford	\$6,170.80
Kevin Mounts	\$6,209.52
Josh Schrum	\$5,103.78
Robert Coggsdale	\$5,872.20
Kyle Cohenour	\$4,001.88
Phillip Jewell	\$5,710.88
Gary Breen	\$4,972.60
William Sisson	\$3,885.32
Jacob Hoffmaster	\$4,777.88
Aerrin Ryan	\$4,534.64
Christopher Field	\$4,810.80
Matthew Anton	\$3,885.32
Laura Heller	\$5,068.85
EMT	vacant
EMT	vacant
Danielle Gray	\$4,777.88
Angelia Hazzard	\$4,402.56
Wesley May	\$4,402.56
David Yeaney	\$4,777.88
EMT	vacant
Joshua Lucas	\$4,402.56
Donald Butler	\$4,402.56
EMT	vacant

#### **Building Inspections**

Quentin Mascari	\$6,561.25
Kathy Barrow	\$3,619.56

**General Properties**

Michael Barrow	\$5,250.75
Blake Lankford	\$2,666.67

**Community Programming & Tourism**

Erin Lazar	\$5,899.00
Jesse Kelley	\$5,690.75

**Zoning/Community Development**

Donna Sprouse	\$6,812.42
Josh Rellick	\$4,054.01
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	<b>\$368,452.93</b>

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE	DATE	\$\$	PAY	\$\$
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VIRGINIA MEDIA	*** Board of Supervisors ***							
	Advertising	BOS & PC ADS	115787050000		5/09/2025	1,462.18		
TRUIST BANK	Miscellaneous Expense	FREDRICK HODGES FLOW	05/25/2025		5/25/2025	83.00		*
TRUIST BANK	Miscellaneous Expense	JAMES HEFFLER FLOWER	05/25/2025		5/25/2025	90.00		
TRUIST BANK	Miscellaneous Expense	JOHN ELLIOTT FLOWERS	05/25/2025		5/25/2025	70.00		
TRUIST BANK	Miscellaneous Expense	W. MAY FLOWERS	05/25/2025		5/25/2025	55.00		
						298.00		*
					TOTAL	1,760.18		

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$	PAY	\$\$
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SHRED-IT USA, LLC	*** County Administrator *** Office Supplies	ADMIN SHREDDING	8010937518	5/25/2025	84.26		
					84.26		*
				TOTAL	84.26		

VENDOR NAME -----	CHARGE TO -----	DESCRIPTION -----	INVOICE# -----	INVOICE	\$\$	PAY	\$\$
				DATE ----			
KLAUSEN, MALI I.	*** Treasurer *** Mileage - Allowances	MILEAGE REIMBURSE	05/20/2025	5/20/2025	89.67		
					89.67	*	
SHRED-IT USA, LLC	Office Supplies	TREASURER SHREDDING	8010727199	4/30/2025	54.63		
					54.63	*	
				TOTAL	144.30		



VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$	PAY	\$\$
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RICOH USA, INC.	COPIER LEASES	COPIER LEASES	9033132107	5/17/2025	1,737.33		1,737.33 *
BAI MUNICIPAL SOFTWARE	ESD Downloads - BAI	ESD ANNUAL DOWNLOADS	ESD2025-75	5/21/2025	6,416.00		6,416.00 *
CONSOCIATE MEDIA, LLC	WEBSITE MAINTENANCE	APRIL WEB MAINT	6136	5/27/2025	425.00		425.00 *
				TOTAL	8,578.33		

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$	PAY	\$\$
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	*** Electoral Board ***						
RAPPAHANNOCK TIMES	Advertising	JUNE PRIMARY AD	CL05072502	5/07/2025	135.00		
					135.00	*	
TRUIST BANK	Postal Services	REGISTRAR POSTAGE ST	05/25/2025	5/25/2025	.00		
TRUIST BANK	Postal Services	REGISTRAR POSTAGE ST	05/25/2025	5/25/2025	85.80		
					85.80	*	
HART, MARTHA EDWARDS	Convention & Education	REIMBURSEMENT	05/29/2025	5/29/2025	1,081.63		
					1,081.63	*	
B.W. MURRAY & CO. INC.	IT Security Assessment	IT ASSESSMENT	2337	5/20/2025	629.73		
					629.73	*	
RACLARK ENTERPRISES	Election Supplies	VA PRIMARY PIN/LANYA	2780	5/06/2025	235.50		
					235.50	*	
HART INTERCIVIC	Election Coding/Hart	LOGIC & ACCURACY BAL	INV002835	4/30/2025	250.00		
HART INTERCIVIC	Election Coding/Hart	JUNE PRIMARY BALLOT	INV002999	5/16/2025	1,724.42		
					1,974.42	*	
				TOTAL	4,142.08		

6/04/2025  
AP375  
FUND # - 100

FROM DATE- 6/09/2025  
TO DATE- 6/09/2025

ACCOUNTS PAYABLE LIST  
KING & QUEEN  
DEPT # - 013200 \*\*\* Registrar \*\*\*

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VENDOR NAME -----	CHARGE TO -----	DESCRIPTION -----	INVOICE# -----	INVOICE	\$\$	PAY	\$\$
				DATE ----			
VRAV	*** Registrar *** Convention & Educations	CREECH VRV TRAINING 107					
				5/29/2025		415.00	
						415.00	*
				TOTAL		415.00	

6/04/2025  
AP375  
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ACCOUNTS PAYABLE LIST  
KING & QUEEN  
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VENDOR NAME -----	CHARGE TO -----	DESCRIPTION -----	INVOICE# -----	INVOICE	PAY	PAY
				DATE ----	\$\$\$	\$\$\$
PITNEY BOWES	*** General District Court *** Lease/Rent of Equipment	GDC POSTAGE METER	3320683399	5/02/2025	176.52	
					176.52	*
				TOTAL	176.52	

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE	PAY	
				DATE		
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	*** 9th Dist Court Service Unit ***					
JAMES CITY COUNTY	Repairs & Maintenance	9TH JUDICIAL DIST	11487	5/30/2025	136.15	
					136.15	*
JAMES CITY COUNTY	Telecommunications	9TH JUDICIAL DIST	11487	5/30/2025	72.13	
					72.13	*
JAMES CITY COUNTY	Lease/Rent of Buildings	9TH JUDICIAL DIST	11487	5/30/2025	1,285.09	
					1,285.09	*
JAMES CITY COUNTY	Other Operating Supplies	9TH JUDICIAL DIST	11487	5/30/2025	25.76	
					25.76	*
JAMES CITY COUNTY	Furniture & Fixtures	9TH JUDICIAL DIST	11487	5/30/2025	102.73	
					102.73	*
				TOTAL	1,621.86	

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE	PAY	
				DATE		
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	*** Clerk of Circuit Court ***					
ELAVON	Telecommunications	APRIL MERCH FEES	CA5120101523	4/30/2025	46.87	
ELAVON	Telecommunications	APRIL MERCH FEES	CA5120101748	4/30/2025	37.39	
					84.26	*
REED, PATRICIA	Mileage	REIMBURSEMENT	05/28/2025	5/28/2025	71.40	
ROBINSON, HATTIE	Mileage	REIMBURSEMENT	05/27/2025	5/27/2025	137.20	
THOMAS, VICTORIA N.	Mileage	REIMBURSEMENT	05/28/2025	5/28/2025	47.60	
					256.20	*
VA COURT CLERKS ASSOC.	Convention & Education	CDP ENROLLMENT FEE	05/29/2025 HR	5/29/2025	100.00	
VA COURT CLERKS ASSOC.	Convention & Education	CDP ENROLLMENT FEE	05/29/2025 VT	5/29/2025	75.00	
VA COURT CLERKS ASSOC.	Convention & Education	ROBINSON CLASS	06/23/2025	6/23/2025	300.00	
TRUIST BANK	Convention & Education	ROBINSON CONFERENCE	05/25/2025	5/25/2025	144.60	
TRUIST BANK	Convention & Education	ROBINSON CONFERENCE	05/25/2025	5/25/2025	60.00	-
TRUIST BANK	Convention & Education	ROBINSON CONFERENCE	05/25/2025	5/25/2025	379.20	
TRUIST BANK	Convention & Education	ROBINSON CONFERENCE	05/25/2025	5/25/2025	241.38	
ROBINSON, HATTIE	Convention & Education	REIMBURSEMENT	05/27/2025	5/27/2025	33.94	
VCCA	Convention & Education	ROBINSON REGISTRAT	05/19/2025	5/19/2025	360.00	
					1,574.12	*
VA COURT CLERKS ASSOC.	Dues & Association Memberships	GRAY MEMBERSHIP	25-26 DUES AG	5/29/2025	25.00	
VA COURT CLERKS ASSOC.	Dues & Association Memberships	ROBINSON DUES	25-26 DUES HR	5/29/2025	290.00	
VA COURT CLERKS ASSOC.	Dues & Association Memberships	REED MEMBERSHIP	25-26 DUES PR	5/29/2025	25.00	
VA COURT CLERKS ASSOC.	Dues & Association Memberships	THOMAS MEMBERSHIP	25-26 DUES VT	5/29/2025	25.00	
ROBINSON, HATTIE	Dues & Association Memberships	REIMBURSEMENT	05/27/2025	5/27/2025	35.00	
					400.00	*
AMAZON CAPITAL SERVICES	Office Supplies	SUPPLIES	1413-9YXV-3HQV	5/20/2025	76.17	
SHRED-IT USA, LLC	Office Supplies	CIR CRT SHREDDING	8010713969	4/30/2025	94.46	
					170.63	*
C. W. WARTHEN COMPANY	Microfilming & Indexing	PLAT SCANNING	56408	5/19/2025	211.93	
TREASURER OF VIRGINIA	Microfilming & Indexing	REDACTION FORWARD	25-097C-RED2	5/01/2025	15.14	
TREASURER OF VIRGINIA	Microfilming & Indexing	REDACTION FORWARD	25-097C-RED2 GM	5/01/2025	14.43	
					241.50	*
AMAZON CAPITAL SERVICES	Furniture & Fixtures	SERTA OFFICE CHAIR	1QXF-RQMQ-HVVL	5/21/2025	333.98	
AMAZON CAPITAL SERVICES	Furniture & Fixtures	SUPPLIES	1413-9YXV-3HQV	5/20/2025	599.98	
					933.96	*
				TOTAL	3,660.67	

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE	\$\$	PAY	\$\$
				DATE			
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*** Sheriff ***							
SHRED-IT USA, LLC	Maintenance Service Contracts	SHERIFFS SHREDDING	8010823907	5/18/2025	133.82		
					133.82	*	
VERIZON WIRELESS	Telecommunications	WIRELESS DEVICES	6113914651	5/19/2025	1,162.92		
					1,162.92	*	
TREASURER/VFSAAA	Dues & Association Membership	FY26 MEMBERSHIP DUES	05/31/2025	5/31/2025	150.00		
VIRGINIA ASSOCIATION OF CH	Dues & Association Membership	FY26 MEMBERSHIP DUES	2373	7/02/2025	200.00		
					350.00	*	
IMAGES IN ART SIGNS	Office Supplies	LETTERHEAD SHERIFFS	8126	5/09/2025	610.00		
					610.00	*	
VIRGINIA PENINSULA PUBLIC	Vehicle Maintenance & Repair	APRIL 25 VEHICLE MAI	32346	5/15/2025	680.00		
TIG'S AUTOMOTIVE REFINISH	Vehicle Maintenance & Repair	2024 FORD REPAIR	15207	4/04/2025	6,750.44		
TIG'S AUTOMOTIVE REFINISH	Vehicle Maintenance & Repair	2025 FORD EXPLORER	15281	5/16/2025	818.42		
ATLANTIC COMMUNICATIONS	Vehicle Maintenance & Repair	REPAIR FRONT LIGHTS	227198	5/21/2025	275.00		
IMAGES IN ART SIGNS	Vehicle Maintenance & Repair	REPLACE GRAPHICS	8072	3/03/2025	875.00		
WYATT'S PRO MECHANIX	Vehicle Maintenance & Repair	OIL CHANGE	9565	5/07/2025	128.47		
					9,527.33	*	
MANSFIELD OIL COMPANY	Vehicle & Equipment Fuel	FUEL	SQLCD-1074901	5/02/2025	3,075.25		
MANSFIELD OIL COMPANY	Vehicle & Equipment Fuel	FUEL	SQLCD-1081135	5/19/2025	3,139.20		
					6,214.45	*	
PORT RICHMOND AUTO PARTS	Vehicle & Equipment Supplies	OIL AND FILTERS	491289	5/08/2025	49.97		
WILLIAMSBURG FORD	Vehicle & Equipment Supplies	ROTOR ASSEMBLY	158077	5/08/2025	233.50		
					283.47	*	
AMAZON CAPITAL SERVICES	Police Supplies	SUPPLIES SHERIFFS	1P4N-3XWP-69D3	5/28/2025	14.32		
ATLANTIC TACTICAL	Police Supplies	9MM AMMUNITION	SI-80847248	4/30/2025	2,727.00		
					2,741.32	*	
MES SERVICE COMPANY, LLC	Uniforms & Wearing Apparel	JACKET	IN2249909	4/28/2025	328.50		
WITMER PUBLIC SAFETY	Uniforms & Wearing Apparel	BADGES	INV660240	4/07/2025	304.00		
WITMER PUBLIC SAFETY	Uniforms & Wearing Apparel	BADGES	INV674072	4/29/2025	69.00		
WITMER PUBLIC SAFETY	Uniforms & Wearing Apparel	BADGES	INV676755	5/02/2025	174.85		
WITMER PUBLIC SAFETY	Uniforms & Wearing Apparel	UNIFORM PANTS	INV684532	5/16/2025	43.46		
					919.81	*	
NATIONAL BUSINESS FURNITUR	Furniture & Fixtures	DOUBLE PEDESTAL DESK	CW115114-TDQ	5/21/2025	943.46		
NATIONAL BUSINESS FURNITUR	Furniture & Fixtures	L DESK	CW115465-TDQ	5/29/2025	1,250.00		
					2,193.46	*	
LABORATORY CORPORATION	Payment for Medical Expenses	NEW HIRE & RANDOM	83503784	4/26/2025	225.00		
					225.00	*	
AMAZON CAPITAL SERVICES	Equipment - Drug Investigation	REMARKABLE TABLETS	1PKK-1VRN-64DW	5/28/2025	1,557.98		
AMAZON CAPITAL SERVICES	Equipment - Drug Investigation	SUPPLIES SHERIFFS	1P4N-3XWP-69D3	5/28/2025	159.00		
COVERT TRACK GROUP, INC.	Equipment - Drug Investigation	FY26 K9 TRACKING	SOCT017847	5/06/2025	720.00		
					2,436.98	*	
AMAZON CAPITAL SERVICES	Equipment - General Investigat	REMARKABLE TABLETS	1PKK-1VRN-64DW	5/28/2025	1,557.98		
AMAZON CAPITAL SERVICES	Equipment - General Investigat	SUPPLIES SHERIFFS	1P4N-3XWP-69D3	5/28/2025	159.00		
					1,716.98	*	
TOTAL					28,515.54		

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$ PAY \$\$
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VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$ PAY \$\$
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	*** E911 ***				
AT&T	E911 PHONE LINES	E911	9350532010	5/16/2025	3,585.72
					3,585.72 *
AMAZON CAPITAL SERVICES	911 ROAD SIGNS	911 SIGN NUMBERS	16YY-J7F6-HW9Y	5/22/2025	599.50
					599.50 *
				TOTAL	4,185.22

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE	PAY	
				DATE		
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	*** Rescue Services ***					
MANSFIELD OIL COMPANY	Vehicle Fuel	FUEL	SQLCD-1081258	5/19/2025	1,265.59	
					1,265.59	*
GALL'S LLC	Uniforms	UNIFORM PARKA	031319212	5/13/2025	329.32	
GALL'S LLC	Uniforms	UNIFORM PARKA	031332559	5/14/2025	164.65	
GALL'S LLC	Uniforms	UNIFORM PARKA	031332906	5/14/2025	329.47	
					823.44	*
AMAZON CAPITAL SERVICES	REGULATED MEDICAL SUPPLY/PHARM	REFLECTIVE TAPE ROLL	1JKN-997Q-7Q17	5/13/2025	131.56	
AMAZON CAPITAL SERVICES	REGULATED MEDICAL SUPPLY/PHARM	SUPPLIES	1LWH-PVQG-NDT1	5/11/2025	184.45	
					316.01	*
				TOTAL	2,405.04	

VENDOR NAME -----	CHARGE TO -----	DESCRIPTION -----	INVOICE# -----	INVOICE	DATE ----	\$\$	PAY	\$\$
*** Radio Communications ***								
CARTER MACHINERY CO, INC	Repair & Maint Generators	SHUTDOWN ALARM	1983177		5/14/2025	1,108.76		
						1,108.76	*	
SBA TOWERS, INC.	Tower Rent - Shacklefords Site	TOWER RENT	IN30639630		6/01/2025	8,370.63		
						8,370.63	*	
				TOTAL		9,479.39		

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$	PAY	\$\$
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	*** Building Inspections ***						
MANSFIELD OIL COMPANY	Vehicle Fuel	FUEL	SQLCD-1074898	5/02/2025		84.92	
MANSFIELD OIL COMPANY	Vehicle Fuel	FUEL	SQLCD-1081132	5/19/2025		31.95	
						116.87	*
				TOTAL		116.87	

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$	PAY	\$\$
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VERIZON WIRELESS	*** Animal Control *** Telecommunications	WIRELESS DEVICES	6113914651	5/19/2025	80.02		80.02 *
IMAGES IN ART SIGNS	Drugs / Medication / Supplies	RABIES CLINIC BANNER 8120		5/01/2025	532.00		532.00 *
				TOTAL	612.02		

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE	PAY	
				DATE		
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	*** Emergency Services ***					
TRUIST BANK	Postage	EMS SHIPPING	05/25/2025	5/25/2025	31.73	
					31.73	*
AMAZON CAPITAL SERVICES	Office Supplies	PHONE CASE WILLAFORD	11C9-DKQ4-3TXX	4/28/2025	22.68	
					22.68	*
				TOTAL	54.41	

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE	PAY	
				DATE		
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	*** General Properties ***					
JAMES RIVER AIR	Repairs & Maintenance	REPLACE EXHAUST MOTO	S391803	4/29/2025	1,442.90	
JAMES RIVER AIR	Repairs & Maintenance	UPSTAIRS ADMIN BLDG	S392210	4/30/2025	327.50	
DAVIS SYSTEMS, INC	Repairs & Maintenance	PUMP TANKS	122100	4/28/2025	1,000.00	
					2,770.40	*
MANSFIELD OIL COMPANY	Vehicle & Equipment Fuel	FUEL	SQLCD-1074898	5/02/2025	142.54	
MANSFIELD OIL COMPANY	Vehicle & Equipment Fuel	FUEL	SQLCD-1081132	5/19/2025	231.60	
					374.14	*
KING & QUEEN CO. SCHOOLS	MEALS - INMATES	ROAD CREW MEALS	MAY312025	5/31/2025	37.20	
					37.20	*
				TOTAL	3,181.74	

6/04/2025  
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ACCOUNTS PAYABLE LIST  
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VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$	PAY	\$\$
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GFL ENVIROMENTAL	Dumpster Service	DUMPSTER/ STATION 8	KA0002700391	5/15/2025	303.52		
					303.52	*	
				TOTAL	303.52		



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VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$	PAY	\$\$
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	*** GENERAL PROPERTIES - HUB33 ***						
AMAZON CAPITAL SERVICES	FACILITY SUPPLIES	LIBRARY BOOKS & SIGN	19JY-9YGQ-NCNC	5/11/2025		9.49	
						9.49	*
REPUBLIC SERVICES	DUMPSTER SERVICE	HUB 33 DUMPSTER	0957-001450399	4/30/2025		107.78	
						107.78	*
RICOH USA, INC.	COPIER LEASE - MPPDC	COPIER LEASES	9033132107	5/17/2025		233.05	
						233.05	*
RICOH USA, INC.	COPIER LEASE - SUITE 200	COPIER LEASES	9033132107	5/17/2025		79.22	
						79.22	*
				TOTAL		429.54	

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ACCOUNTS PAYABLE LIST  
KING & QUEEN  
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VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$	PAY	\$\$
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TRUIST BANK	*** COMMUNITY PROGRAMMING *** OFFICE SUPPLIES	ERIN & JESSE BUSN CA	05/25/2025	5/25/2025	46.30		
					46.30	*	
				TOTAL	46.30		

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE	PAY	
				DATE		
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	*** Public Library ***					
JAMES RIVER AIR	Repairs & Maintennance	LIBRARY UNIT REPAIR	S393977	5/09/2025	655.98	
					655.98	*
TRUIST BANK	POSTAL SERVICES	PO BOX RENEWAL LIBRA	05/25/2025	5/25/2025	77.00	
					77.00	*
AMAZON CAPITAL SERVICES	CUSTODIAL SUPPLIES	CREDIT MEMO	1FRC-M6XJ-DFFN	5/21/2025	1.29-	
AMAZON CAPITAL SERVICES	CUSTODIAL SUPPLIES	CREDIT MEMO	1XF9-FP3H-H179	5/21/2025	.39-	
					1.68-	*
AMAZON CAPITAL SERVICES	BOOKS/LIBRARY COLLECTION	CREDIT MEMO	1D7R-D9YN-DFYG	5/21/2025	.11-	
AMAZON CAPITAL SERVICES	BOOKS/LIBRARY COLLECTION	CREDIT MEMO	1JDX-CF3Q-HF37	5/21/2025	.25-	
AMAZON CAPITAL SERVICES	BOOKS/LIBRARY COLLECTION	LIBRARY BOOK	1LYF-KGFY-KQWM	4/26/2025	15.19	
AMAZON CAPITAL SERVICES	BOOKS/LIBRARY COLLECTION	CREDIT MEMO	1MYT-F19G-K76R	5/21/2025	.09-	
AMAZON CAPITAL SERVICES	BOOKS/LIBRARY COLLECTION	CREDIT MEMO	1NLD-LLY9-CH43	5/21/2025	.05-	
AMAZON CAPITAL SERVICES	BOOKS/LIBRARY COLLECTION	CREDIT MEMO	1RGF-6QKP-DKYJ	5/21/2025	.04-	
AMAZON CAPITAL SERVICES	BOOKS/LIBRARY COLLECTION	CREDIT MEMO	1R4L-XW9J-Q7WK	5/22/2025	.04-	
AMAZON CAPITAL SERVICES	BOOKS/LIBRARY COLLECTION	CREDIT MEMO	1TJH-9YJK-P6P9	5/22/2025	.08-	
AMAZON CAPITAL SERVICES	BOOKS/LIBRARY COLLECTION	CREDIT MEMO	1TVG-F496-JV6V	5/21/2025	.91-	
AMAZON CAPITAL SERVICES	BOOKS/LIBRARY COLLECTION	CREDIT MEMO	1T31-VDXQ-H93H	5/21/2025	.27-	
AMAZON CAPITAL SERVICES	BOOKS/LIBRARY COLLECTION	CREDIT MEMO	166C-D1GQ-KPC6	5/21/2025	.16-	
AMAZON CAPITAL SERVICES	BOOKS/LIBRARY COLLECTION	LIBRARY BOOKS & SIGN	19JY-9YGQ-NCNC	5/11/2025	43.14	
AMAZON CAPITAL SERVICES	BOOKS/LIBRARY COLLECTION	CREDIT MEMO	19N9-1FHV-L3L1	5/22/2025	.15-	
AMAZON CAPITAL SERVICES	BOOKS/LIBRARY COLLECTION	CREDIT MEMO	196G-P67P-KCJJ	5/21/2025	3.16-	
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	LIBRARY BOOKS	87363515	3/31/2025	17.00	
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	LIBRARY BOOKS	87363516	3/31/2025	14.95	
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	LIBRARY BOOKS	87363517	3/31/2025	19.92	
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	LIBRARY BOOKS	87363518	3/31/2025	18.15	
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	LIBRARY BOOKS	87363519	3/31/2025	9.45	
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	LIBRARY BOOKS	87363520	3/31/2025	16.28	
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	LIBRARY BOOKS	87363521	3/31/2025	71.64	
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	LIBRARY BOOKS	87363522	3/31/2025	54.35	
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	LIBRARY BOOKS	87363523	3/31/2025	72.70	
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	LIBRARY BOOKS	87363524	3/31/2025	11.16	
					358.62	*
CONSOCIATE MEDIA, LLC	Website Maintenance	APRIL WEB MAINT	6136	5/27/2025	425.00	
					425.00	*
				TOTAL	1,514.92	

VENDOR NAME -----	CHARGE TO -----	DESCRIPTION -----	INVOICE# -----	INVOICE	\$\$	PAY	\$\$
				DATE ----			
VIRGINIA MEDIA	*** Planning Commission *** Advertising	BOS & PC ADS	115787050000	5/09/2025	316.14		
					316.14	*	
OFFICE DEPOT	Office Supplies	PC NAMEPLATE	421356844001	5/02/2025	14.99		
					14.99	*	
				TOTAL	331.13		

VENDOR NAME -----	CHARGE TO -----	DESCRIPTION -----	INVOICE# -----	INVOICE	DATE ----	\$\$	PAY	\$\$
MANSFIELD OIL COMPANY	*** Zoning Administrator *** Vehicle Equipment Fuel	FUEL	SQLCD-1074898		5/02/2025			29.61
								29.61 *
A. MORTON THOMAS & ASSOCIA	AMT/SOLAR FARM REVIEWS	SOLAR PROJECT REVIEW	406479		5/20/2025			12,329.75
								12,329.75 *
					TOTAL			12,359.36

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE	PAY	
				DATE		
	*** Contingency Fund ***					
TRUIST BANK	Miscellaneous Contingencies	FINANCE CHARGE	05/25/2025	5/25/2025	31.44	
WILLIAMS SCOTSMAN, INC	Miscellaneous Contingencies	STORAGE CONTAINER	9023789814	5/23/2025	130.25	
					161.69	*
				TOTAL	161.69	

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$	PAY	\$\$
-----	-----	-----	-----	----	-----		-----
*** Expenditure Refunds ***							
A. MORTON THOMAS & ASSOCIA	Strata/Solar Farm	SOLAR PROJECT REVIEW	406479	5/20/2025	2,019.75		
					2,019.75	*	
				TOTAL	2,019.75		
				FUND TOTAL	86,319.63		



VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$	PAY	\$\$
-----	-----	-----	-----	----	-----		-----
HAPPY CO FLOORS	Flooring/Admin Building	REGISTRAR OFFICE	CG400212	5/15/2025	1,735.00		
HAPPY CO FLOORS	Flooring/Admin Building	SHERIFFS CARPET	CG400213	5/15/2025	13,000.00		
HAPPY CO FLOORS	Flooring/Admin Building	CLERK'S OFFICE	CG400215	5/15/2025	3,260.00		
HAPPY CO FLOORS	Flooring/Admin Building	HEALTH DEPT CARPET	CG400216	5/15/2025	5,175.00		
					23,170.00	*	
HORNS MIDDLESEX ACE HARDWA	GDC COURTROOM ALTERATIONS/CIRC	GDC COURTROOM ALTER	59924/2	5/27/2025	110.28		
HORNS MIDDLESEX ACE HARDWA	GDC COURTROOM ALTERATIONS/CIRC	GDC COURTROOM ALTER	59949/2	5/28/2025	91.89		
LOCKE SUPPLY CO.	GDC COURTROOM ALTERATIONS/CIRC	GDC COURTROOM ALTER	55539293-00	5/23/2025	598.58		
LOCKE SUPPLY CO.	GDC COURTROOM ALTERATIONS/CIRC	GDC COURTROOM CREDIT	55581596-00	5/30/2025	376.51	-	
HAPPY CO FLOORS	GDC COURTROOM ALTERATIONS/CIRC	CARPET GDC ALTERATIO	CG500053	5/30/2025	21,125.00		
WIGGINS CONTRACTING/ HOME	GDC COURTROOM ALTERATIONS/CIRC	GDC COURTROOM ALTER	279	5/29/2025	26,541.00		
					48,090.24	*	
IMAGES IN ART SIGNS	EMS Response Vehicles	EMS TRUCK DESIGNS	8116	5/14/2025	4,260.00		
					4,260.00	*	
AMAZON CAPITAL SERVICES	Telework Center	HUB 33 SUPPLIES	1HFP-6NCK-7Q3C	5/02/2025	147.63		
					147.63	*	
				TOTAL	75,667.87		
				FUND TOTAL	75,667.87		
				TOTAL DUE	161,987.50		

Approved at meeting of \_\_\_\_\_ on \_\_\_\_\_.

Signed \_\_\_\_\_  
Title \_\_\_\_\_ Date \_\_\_\_\_

FY2025 Budget Amendment for Pass Through Grants and Other Funds

Department	Grant	Amount
Sheriff	Triad Grant	\$2,280
EMS	CUP funds/Solar Facility	\$100,000
EMS	VDFP Training Grant	\$30,995
Tourism	VTC Grant/LOVE signs	\$10,000
EMS	Pharmacy Grant	\$38,188
EMS	VA Fire Chiefs Assn. Training Grant	\$3,022
Sheriff	HEAT Grant	\$5,095
Community Programming	Outdoor Classroom/GO Virginia	\$25,000
Community Programming	Community Garden/Garden Club	\$3,000
Tourism	VTC Spring Marketing Grant Develop "For Trails" Campaign	\$9,000
Tourism	VTC Microbusiness Grant Fishing Trail	\$3,750
Sheriff	Local Law Enforcement Grant	\$3,200
Sheriff	School Resource Officer Grants (3)	\$156,948
Sheriff	PSAP Staffing Grant	\$22,500
Sheriff	FLOCK Camera Grant	\$10,000
		\$422,978

***AGENDA: June 9, 2025 Regular Meeting***

**ITEM #4:**

Public Comment

**ACTION REQUESTED:**

The Board will receive comments from the public for items NOT on the agenda. Please ask anyone speaking to state their name, the district they are from and to please limit comments to 5 minutes.

**ATTACHMENTS:**

None

***AGENDA: June 9, 2025 Regular Meeting***

**ITEM #5:**

Quarterly Reports

**ACTION REQUESTED:**

The Board will receive from the following Department Heads and Agencies:

- Community Programming
- Commissioner of Revenue
- Treasurer
- Finance
- Republic Services
- Economic Development

**ATTACHMENTS:**

None

***AGENDA: June 9, 2025 Regular Meeting***

**ITEM #6:**

LMES Resource Officer Funding/Sheriff Balderson

**ACTION REQUESTED:**

Sheriff Balderson will address the Board with this request.

**ATTACHMENTS:**

- Email from Sheriff Balderson

**From:** [Rob Balderson](#)  
**To:** [Seay, Vivian \(KOCO\)](#); [Ammons, Tina \(KOCO\)](#); [Berry, Mark \(KOCO\)](#); [Alsop, Sherrin \(KOCO\)](#); [Simpkins, Lawrence \(KOCO\)](#); [Norman, Marie \(KOCO\)](#); [Billups, Carolyn \(KOCO\)](#); [Dr. Carol Carter](#)  
**Subject:** School Resource Officer grant  
**Date:** Friday, May 16, 2025 9:07:19 PM  
**Attachments:** [550069-King & Queen County.pdf](#)  
[Outlook-w0543j0n.png](#)

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Members of the Board, Ms. Seay and Ms. Ammons

I have attached a letter from DCJS informing me that they have declined to fund one of our 2025-2026 School Resource Officer (SRO) positions, effectively the Lawson and Marriott SRO positions. This is a grant for \$52,316.00 in state funds that will be a decrease in projected revenue. While we knew this would eventually happen, it was unforeseen as to when. These grants were initially for three years as seed money to start the program in schools. This grant was funded at various levels for 6 years. In some years, the grant fully funded the positions at 100%, while in others, it was a matching grant. In full disclosure, with this news, I expect the high school grant not to be funded next year, and the King and Queen Elementary School not to be funded in the following years, because of the age of the grant.

So, what have I done? I have called members of the DCJS up to the Director and have gotten the same response: We are outside the grant parameters, and this is not appealable. In the past, the Governor allocated funding for the positions at 100% and grants that were outside the grant's parameters. I have asked if this is an option this year, and due to the funding and the increase in applications, he is not inclined to do this this year.

With this said, the options are as follows.

- Do not fund the position, and Lawson and Marriott does not have an SRO.
- Fund the position at \$52,316.00, county funded.
- Do not accept the King and Queen Elementary Schools grant; liquidate the benefits and match funds in the budget that may still not meet the \$52,316.00 needed for an SRO at Lawson. And keep in mind, you lose an additional \$52,316.00 in revenue.

My concern is that Lawson is our most remote school in the county. Suppose we were to have lost the grant for King and Queen Elementary School. My recommendation is not to fund it because it is close to the SRO at Central High. However, that is not the case, and I cannot, by the terms of the grant, move that SRO to Lawson, nor can it be a shared position between the two schools.

Eventually, the county will need to fund at least two SROs, one for the high school and one for the elementary schools, if combined.

I would like to be put on your June 9, 2025, board meeting to discuss and for the board to take action on this matter.

Thank you for your assistance on this matter.

W.R. "Rob" BALDERSON

Sheriff

King and Queen County Sheriffs office

P.O. Box 38

King and Queen C.H. VA. 23085

804-785-7400 *Dispatch #*

804-785-5490 *Office #*

804-445-5396 *Work cell #*

wrbalderson@kqso.net *email address*

[www.kqso.net](http://www.kqso.net) *Department website*



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***AGENDA: June 9, 2025 Regular Meeting***

**ITEM #7:**

**ACTION:**

Tina Ammons, CPMT Chair will provide an update on the local funding status of the CSA program for FY25.

**ATTACHMENTS:**

- None



***AGENDA: June 9, 2025 Regular Meeting***

**ITEM #8:**

Hub33 MPPDC Lease Update

**ACTION:**

County Administrator will provide background information on this request.

**ATTACHMENTS:**

- Draft of revised lease agreement

**KING AND QUEEN  
COUNTY VIRGINIA**

**MIDDLE PENINSULA  
PLANNING DISTRICT COMMISSION**

**AMENDED AND RESTATED LEASE AGREEMENT**

This **LEASE AGREEMENT**, made as of this the 1<sup>st</sup> day of ~~July~~January, 202~~4~~5 (the “**Commencement Date**”), by and between **KING AND QUEEN COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the “**Landlord**”); and the **MIDDLE PENINSULA PLANNING DISTRICT COMMISSION**, a public body corporate and politic and a political subdivision of the Commonwealth of Virginia (the “**Tenant**” or “**MPPDC**”), provides as follows:

**WHEREAS**, the Landlord has constructed a building located at 4521 Lewis B Puller Memorial Highway, Mattaponi, Virginia 23110 (the “**Property**”); and

**WHEREAS**, effective January 1, 2025, the Landlord ~~wishes to~~ leased to the Tenant, and the Tenant ~~wishes to~~ leased from the Landlord, that portion of the Property identified as Suite 100, and two additional offices identified as Suite 200, Offices 214 and 215 (the “**Premises**”); ~~and~~.

**WHEREAS**, the parties desire to modify the terms of the lease agreement previously agreed upon and approved.

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**NOW, THEREFORE**, for and in consideration of the covenants, agreements, and undertakings hereinafter set forth, the Landlord does hereby lease unto the Tenant, and the Tenant hereby rents from the Landlord, the Premises for the purposes herein provided on the terms set forth herein.

**1. Term; Termination.**

The term of this Lease shall be for a period of **five (5) years** beginning on the Commencement Date and expiring at midnight on December 31, 2029 except that either party may terminate this Lease by providing ninety (90) days written notice to the other party delivered by hand or by certified mail. At the end of the five-year period, and if neither party has provided the required ninety-day notice to terminate the Lease, the Lease shall renew for successive one-year periods on the same terms and conditions as set forth herein until amended in a writing approved and signed by both parties; or until terminated as provided herein.

2. **Rent.**

The Tenant will pay the Landlord rent in the amount of ~~Four~~Three Thousand Dollars (\$~~34~~,000.00) per month.

3. **Purposes.**

The Landlord and the Tenant agree that the Tenant will use the Premises for the purpose of operating the Middle Peninsula Planning District Commission, the Middle Peninsula Public Access Authority, the Middle Peninsula Alliance, and such other organizations as may from time to time come under the administration of the MPPDC. Unless expressly permitted in writing, Tenant shall not at any time use the Property or permit the Property to be used in any manner that will cause a cancellation of, or an increase in the existing rates, for fire, liability, or other insurance policies insuring the Property, including all improvements, or insuring the Landlord for any liability in connection with the ownership of the Property.

5. **Compliance with Applicable Laws.**

During the term of this Lease, the Tenant shall use and occupy the Property in a careful, safe, and lawful manner and shall comply with all ordinances, rules, and regulations of applicable governmental authority respecting the Property and the Tenant's use thereof. Tenant will not commit, or suffer to be committed, any waste or nuisance on the Property.

6. **Entry Upon the Premises.**

Tenant shall permit Landlord and the agents and employees of Landlord to enter into and upon the Premises at any time for any purpose, including, but not limited to, inspection, maintenance, and repairs.

7. **No Assignment.**

Tenant shall not assign or transfer any of the rights granted by this Lease, or any interest herein granted, or sublet the Property in whole or in part, without the prior written consent of the Landlord. The consent to an assignment shall not be deemed to be a consent to any subsequent assignment.

8. **Utilities, Maintenance, and Services.**

a. The Landlord shall furnish at no additional cost to the Tenant the following utilities and services:

- i. Water (well) and sewer (septic/drainfield).
- ii. Electricity.
- iii. Solid waste disposal.
- iv. Telephone.
- v. High-speed internet.
- vi. Furniture per the MOI Furniture Plan with final date of September 23, 2024.
- vii. Information technology services, including, but perhaps not limited to, the provision of computer equipment and accessories as determined necessary

- or advisable by the Landlord in its sole discretion.
  - viii. Cleaning/custodial services.
  - ix. Exterior maintenance, including, but perhaps not limited to, mowing, trimming, and general landscaping services.
  - x. Building maintenance, including, but perhaps not limited to, the maintenance of the exterior walls and roof, the HVAC system, and all electrical systems.
- b. Notwithstanding the foregoing, the Tenant, at its expense, will repair or cause to be repaired, any damage to the Property resulting from the negligent or deliberate acts of the Tenant, its agents, employees, or invitees, including damage to the exterior of the building and/or the HVAC system.
- c. Should Landlord fail to complete, or make substantial progress toward completing, a needed repair within thirty (30) days of being notified of such needed repair, Tenant reserves the right to have the repair made and to secure reimbursement from Landlord for the cost of such repair, together with any damages suffered by Tenant as a result of the Landlord's inaction.
- d. As a part of its occupancy of the Property, Tenant shall provide for the benefit of the Landlord and at no cost to the Landlord, facilities management services, which services shall include, but may not be limited to, the following:
- i. Ensuring building systems are operating properly and reporting to the Landlord problems that need to be addressed, including serving as the point of contact for tenants and building visitors for such matters.
  - ~~ii. Managing the use and reservation of telework space and shared meeting rooms.~~
  - ~~iii. Managing scheduling and setup for meetings and events during normal business hours.~~
  - ~~iv.~~ ii. Occasionally assisting members and/or citizens with services provided to the public, like copying, printing, and notary services.
  - ~~v. Overseeing regular building operations.~~
  - ~~vi. Providing regular reports on building operations and service usage.~~

**9. Signs.**

Landlord will provide and install all building signage. Tenant may install additional signage on the Property, either exterior or interior, only with the written approval of the Landlord.

**10. Insurance.**

The Tenant will keep and pay for general liability insurance and hazard insurance, in amounts agreeable in writing to the Landlord and with a solvent company licensed to do business in the Commonwealth of Virginia. Coverage will include, but will not be limited to, coverage for the loss of personal property at the Property belonging to the Tenant and for injury or liability which may be incurred by the Tenant or Landlord from injury to any

invitee or other party or otherwise with regard to the Property. The Landlord shall be named as an additional insured, and Tenant shall provide Landlord with a certificate of insurance evidencing same.

The Landlord will keep and pay for general liability insurance and hazard insurance with a solvent company licensed to do business in the Commonwealth of Virginia. Coverage will include, but will not be limited to, coverage for the loss of personal property at the Property belonging to the Landlord or any invitee and for injury or liability which may be incurred by the Tenant or Landlord from injury to any invitee or other party or otherwise with regard to the Property.

**11. Common Areas.**

All common areas of the Property, including, but not limited to, restrooms, hallways, lobbies, parking lots, courtyards, walkways, conference rooms, kitchen, collaboration areas, and all other common areas of the building are for the joint use of Tenant, Landlord, and the other tenants of the Property. Tenant and its officers, employees, agents, and invitees will use such common areas in a reasonable, orderly, and sanitary manner in cooperation with all other tenants and their officers, employees, agents, and invitees.

**12. No Alterations.**

No alterations, additions, or improvements to the Property may be made by the Tenant without the written consent of the Landlord.

**13. Notice of Default.**

Upon receipt of a notice of default in the terms of this Lease, Tenant shall have sixty (60) days from notice by the Landlord to cure any default under the Lease or to commence reasonable steps to cure said default in the event that a cure is not possible within such sixty (60) days. The failure of the Tenant to notify the Landlord of its cure or plans to cure said default within such sixty (60) days shall be deemed to be notice to the Landlord of the Tenant's inability to cure said default. Failure of the Tenant to cure defaults within such sixty (60) day period shall entitle Landlord to pursue any rights and remedies available to it hereunder, by law, or in equity, including, without limitation, termination of this Lease and recovery of the Premises, and the Property if applicable.

**14. Law Applicable.**

This Lease has been executed in the Commonwealth of Virginia and shall be interpreted and governed by the laws of the Commonwealth of Virginia. Venue will lie in King and Queen County, Virginia.

**15. Covenants.**

The Landlord and the Tenant hereby covenant and agree that each shall do and perform the agreements, undertakings, and provisions herein above set forth for each of them, respectively.

16. **Notices.**

All notices to be sent pursuant to this Lease shall be sent as follows:

To Tenant: Executive Director  
Middle Peninsula Planning District Commission  
4521 Lewis B Puller Memorial Highway, Suite 100  
Post Office Box 399  
Mattaponi Shacklefords, Virginia 23110

To Landlord: County Administrator  
King and Queen County, Virginia  
242 Allen's Circle, Suite L  
Post Office Box 177  
King and Queen Court House, Virginia 23085

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17. **Entire Agreement; Amendment.**

This Lease constitutes the entire agreement between the parties. There are no terms, obligations, covenants, or conditions other than those contained or referred to herein. No modification or variation hereof shall be deemed valid unless evidenced by an agreement in writing signed by the parties to this Lease with required authority.

18. **Severability.**

In the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition, or provision shall in no way affect any other covenant, condition, or provision herein contained; provided in such case, however, that the invalidity of any such covenant, condition, or provision does not materially prejudice either Tenant or Landlord in their respective rights and obligations contained in the valid covenants, conditions, or provisions of this Lease.

19. **Force Majeure.** Neither Landlord nor Tenant shall be required to perform any term, condition, or covenant in this lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Landlord or Tenant and which by the exercise of due diligence Landlord or Tenant is unable, wholly or in part, to prevent or overcome.

20. **Authority.**

~~This Lease of the Premises was has been~~ authorized by the King and Queen County Board of Supervisors by resolution duly adopted on November 13, 2024 following a public hearing held on November 13, 2024 pursuant to Va. Code § 15.2-1800 for this purpose. This Amended and Restated Lease Agreement was approved by vote of the King and Queen County Board of Supervisors on June 9, 2025.

This Lease has been authorized by the MPPDC pursuant to authority granted to the executive director by the members.

**21. Grant Compliance.**

The Landlord and Tenant acknowledge that the premises were improved, in part, with funding from the United States Department of Commerce, Economic Development Administration (EDA), EDA Project No. 01-01-15168, and are subject to the terms and conditions of the EDA financial assistance award and applicable EDA Property Management regulations. Consequently, Landlord and Tenant, for themselves and their successors and assigns, agree as follows:

- a. During the Useful Life (20 years) of the EDA-funded improvements (as defined in the financial assistance award), the Premises shall be used in a manner that is consistent with the authorized general and specific purposes of the financial assistance award and EDA policies including non-relocation, adequate consideration, and environmental compliance.
- b. At no time, during or after the Useful Life, shall the Premises be used in violation of the nondiscrimination requirements set forth at 13 C.F.R. § 302.20 or for inherently religious activities prohibited by applicable federal law.
- c. Tenant agrees to provide Landlord and EDA with any document, evidence, or report required to assure compliance with federal and state law, including, but not limited to, applicable federal and state environmental laws.

**WITNESS** the following signatures and seals:

**MIDDLE PENINSULA PLANNING DISTRICT  
COMMISSION**

By: \_\_\_\_\_ (SEAL)  
Its: \_\_\_\_\_

Approved as to Form:

**KING AND QUEEN COUNTY, VIRGINIA**

By: \_\_\_\_\_ (SEAL)  
Mark R. Berry~~J. Lawrence Simpkins~~, Chair  
King and Queen County Board of Supervisors

\_\_\_\_\_  
Vivian R. Seay, County Attorney,  
King and Queen ~~County Attorney~~





***AGENDA: June 9, 2025 Regular Meeting***

**ITEM #9:**

Approval of Surplus of County Owned Vehicle

**ACTION REQUESTED:**

Staff is requesting the surplus of the vehicle below:

2004 Chevrolet Impala VIN 7949

This vehicle is being replaced with a vehicle received from DSS.

**ATTACHMENTS:**

- None

***AGENDA: June 9, 2025 Regular Meeting***

**ITEM #10:**

Set public hearing date – Amend Cable Franchise Ordinance

**ACTION REQUESTED:**

Request has been received from Cox Communications to amend the existing cable franchise ordinance. This action requires a public hearing which can be held at the next regular board meeting on July 14, 2025.

**ATTACHMENTS:**

- Draft Ordinance

PART I - CODE  
Chapter 16 - FRANCHISE ORDINANCES  
ARTICLE I. CABLE FRANCHISE

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**ARTICLE I. CABLE FRANCHISE**

**DIVISION 1. SHORT TITLE; GENERAL PROVISIONS**

**Sec. 16-1. Short title.**

This article shall be known as the "King and Queen County County/Cox Cable Franchise Ordinance."  
(Ord. of 6-14-2010, § 1.1)

**Secs. 16-2—16-20. Reserved.**

**DIVISION 2. DEFINITIONS**

**Sec. 16-21. Definitions.**

The following words and phrases when used in this article shall, for the purpose of this article, have the meanings respectively ascribed to them in this section except in those instances where the context clearly indicates a different meaning:

*Act* means the Communications Act of 1934, 47 U.S.C. § 201, et seq., as amended from time to time.

*Affiliate* means any person who owns or controls, is owned or controlled by, or is under common ownership or control with grantee.

*Basic service* means (i) any service tier that includes the retransmission of local television broadcast signals; (ii) any public, educational, and governmental access programming required by this article to be carried in the basic tier.

*Board* means the Board of Supervisors of the King and Queen County, Virginia.

*Cable Act* means the Cable Communications Policy Act of 1984, 47 U.S.C. § 521 et seq., as amended from time to time.

*Cable operator* means any person or group of persons that:

- (1) Provides cable service over a cable system and directly or through one or more affiliates owns a significant interest in such cable system; or
- (2) Otherwise controls or is responsible for, through any arrangement, the management and operation of a cable system. Cable operator does not include a provider of wireless or direct-to-home satellite transmission service.

*Cable service* means:

- (1) The one-way transmission to subscribers of video programming or other programming services; and

- (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. Cable service does not include any video programming provided by a commercial mobile service provider defined in 47 U.S.C. § 332(d).

*Cable system, cable television system or system* means a facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide cable service that includes video programming and that is provided to multiple subscribers within a county, except that such definition shall not include:

- (1) A system which serves fewer than 20 subscribers;
- (2) A facility that serves only to retransmit the television signals of one or more television broadcast stations;
- (3) A facility which serves subscribers without using any public right-of-way;
- (4) A facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, 47 U.S.C. § 201, et seq., except that such facility shall be considered a cable system to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services;
- (5) Any facilities of any electric utility used solely for operating its electric systems;
- (6) Any portion of a system that serves fewer than 50 subscribers in a county where such portion is a part of a larger system franchised in an adjacent county; or
- (7) An open video system that complies with § 653 of Title VI of the Communications Act of 1934 as amended, 47 U.S.C. § 573.

*Certificated provider of telecommunications services* means a person holding a certificate issued by the State Corporation Commission to provide local exchange telephone service.

*Channel* means a portion of the electromagnetic frequency spectrum that is used in grantee's cable system and that is capable of delivering a video signal as that term is defined by the Federal Communications Commission.

*Communications administrator* means the present or succeeding employee of King and Queen County designated as the cable television administrator or as the communications administrator who shall have the duties prescribed in this article and otherwise prescribed by the board.

*County* means the King and Queen County, Virginia, exclusive of any cities or towns therein.

*Customer* means "subscriber" or "former subscriber".

*Educational access channel or educational channel* means any channel lawfully required to be provided by grantee for non-commercial educational video programming.

*Federal Communications Commission or FCC* means that federal agency as presently constituted by the Communications Act of 1934, as amended, its designee, or any successor agency.

*Force majeure* means an event or events reasonably beyond the ability of cable operator to anticipate and control. Force majeure includes, but is not limited to, acts of God, incidences of terrorism, war or riots, labor strikes or civil disturbances, floods, earthquakes, fire, explosions, epidemics, hurricanes, tornadoes, governmental actions and restrictions, work delays caused by waiting for utility providers to service or monitor or provide access to utility poles to which cable operator's facilities are attached or to be attached or conduits in which cable operator's facilities are located or to be located, and unavailability of materials or qualified labor to perform the work necessary.

*Franchise* means this King and Queen County/Cox Cable Franchise Ordinance, or an initial authorization, or renewal thereof, issued by a franchising authority, including a county or the commonwealth transportation board,

whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, that authorizes the construction or operation of a cable system, a telecommunications system, or other facility in the public rights-of-way to provide cable service or other video programming service, a negotiated cable franchise granted by the county after negotiation with an applicant pursuant to Code of Virginia, § 15.2-2108.20, or an ordinance cable franchise granted by the county when an applicant provides notice pursuant to Code of Virginia, § 15.2-2108.21 that it will provide cable service in the county.

*Franchise area* means the incorporated area of the county.

*Governmental access channel* or *government channel* means any channel lawfully required to be provided by grantee for non-commercial video programming by the county.

*Grantee* means Cox Communications Hampton Roads, LLC, and any lawful successor thereto, or transferee or assignee thereof.

*Gross revenue* means all revenue, as determined in accordance with generally accepted accounting principles, that is actually received by the cable operator and derived from the operation of the cable system to provide cable services in the franchise area; however, in an ordinance cable franchise gross revenue shall not include:

- (1) Refunds or rebates made to subscribers or other third parties;
- (2) Any revenue which is received from the sale of merchandise over home shopping channels carried on the cable system, but not including revenue received from home shopping channels for the use of the cable service to sell merchandise;
- (3) Any tax, fee, or charge collected by the cable operator and remitted to a governmental entity or its agent or designee, including without limitation a local public access or education group;
- (4) Program launch fees;
- (5) Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement, and electronic publishing;
- (6) A sale of cable service for resale or for use as a component part of or for the integration into cable services to be resold in the ordinary course of business, when the reseller is required to pay or collect franchise fees or similar fees on the resale of the cable service;
- (7) Revenues received by any affiliate or any other person in exchange for supplying goods or services used by the cable operator to provide cable service; and
- (8) Revenue derived from services classified as noncable services under federal law, including, without limitation, revenue derived from telecommunications services and information services, and any other revenues attributed by the cable operator to noncable services in accordance with rules, regulations, standards, or orders of the Federal Communications Commission.

Gross revenues shall not include any taxes on services furnished by grantee which are imposed directly on any subscriber or user by the Commonwealth of Virginia, the county, or other governmental unit and which are collected by grantee on behalf of said governmental entity.

*Interactive on-demand services* means a service providing video programming to subscribers over switched networks on an on-demand, point-to-point basis, but does not include services providing video programming prescheduled by the programming provider.

*Leased access channel* means any channel on a cable system designated or dedicated for use by a person unaffiliated with grantee pursuant to 47 U.S.C. § 532.

*Normal operating conditions* means those conditions that are within the control of the grantee. Conditions that are not within the control of the grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, weather or traffic conditions impairing construction or normal

operation activities, vandalism, accidents for which grantee is not primarily responsible, sabotage, and the action or inaction of any governmental unit.

*Ordinance* means this King and Queen County/Cox Cable Franchise Ordinance, unless the context indicates a reference to another ordinance adopted by the county.

*Person* means an individual, partnership, association, joint stock company, organization, corporation, joint venture, limited liability company, or any lawful successor thereto or transferee thereof, but such term does not include the county.

*Public access channel or public channel* means any channel lawfully required to be provided by grantee for non-commercial video programming by subscribers.

*Public way or public rights-of-way* means the surface, the air space above the surface, and area below and adjacent to the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, concourse, bridge, tunnel, park, parkway, waterway, dock, bulkhead, wharf, pier, public water or public easements, or other public way within the county, which, consistent with the purposes for which it was dedicated, may be used for the purpose of installing and maintaining a cable system.

*Rate regulated services* means all services, including related equipment and installation fees, subject to rate regulation by the county pursuant to applicable federal and Virginia law.

*Service area means the current portion of the County served as of the Effective Date of this Ordinance.*

*Service interruption* means the loss of picture or sound on one or more cable channels.

*Service tier* means a category of cable service or other services provided by grantee and for which a separate rate is charged by the grantee.

*Subscriber* means any person who legally receives or contracts with grantee to receive cable service(s) and does not further distribute such cable service(s).

*Transfer* means any transaction in which:

- (1) An ownership or other interest in the cable operator is transferred, directly or indirectly, from one person or group of persons to another person or group of persons, so that majority control of the cable operator is transferred; or
- (2) The rights and obligations held by the cable operator under the cable franchise granted under this article are transferred or assigned to another person or group of persons.

However, notwithstanding clauses (1) and (2) of the preceding sentence, a transfer of the cable franchise shall not include:

- (a) Transfer of an ownership or other interest in the cable operator to the parent of the cable operator or to another affiliate of the cable operator;
- (b) Transfer of an interest in the cable franchise granted under this article or the rights held by the cable operator under the cable franchise granted under this article to the parent of the cable operator or to another affiliate of the cable operator;
- (c) Any action that is the result of a merger of the parent of the cable operator;
- (d) Any action that is the result of a merger of another affiliate of the cable operator; or
- (e) A transfer in trust, by mortgage, or by assignment of any rights, title, or interest of the cable operator in the cable franchise or the system used to provide cable in order to secure indebtedness.

*User* means any person or organization using a leased access channel or equipment and facilities for purposes of producing or transmitting material, as contrasted with the receipt thereof in the capacity of a subscriber.

*Video programming* means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

All terms used herein, unless otherwise defined, shall have the same meaning as set forth in Code of Virginia § 15.2-2108.19 et seq., or if not defined there, as defined in Title VI of the Communications Act of 1934, 47 U.S.C. § 521 et seq. In addition, references in this article to any state or federal law shall include amendments thereto as are enacted from time-to-time.

(Ord. of 6-14-2010, § 2.1)

## **Secs. 16-22—16-30. Reserved.**

### *DIVISION 3. FRANCHISE GRANTED*

#### **Sec. 16-31. Requirement of a franchise.**

No person shall construct, install, maintain or operate a cable system or part of a cable system on, over, through, or within a public way in the county, or on, over, through, or within any other public property of the county, unless that person has been granted a franchise by the county.

(Ord. of 6-14-2010, § 3.1)

#### **Sec. 16-32. Grant of a negotiated franchise.**

The board may grant one or more negotiated cable franchises, which shall be non-exclusive, and each such franchise shall be awarded by ordinance after negotiation as contemplated by Code of Virginia § 15.2-2108.20 in accordance with and subject to the provisions of this chapter. The terms and provisions of such negotiated franchises shall not be less burdensome, nor more beneficial, to such grantees that the terms and provisions contained herein.

(Ord. of 6-14-2010, § 3.2)

#### **Sec. 16-33. Grant of an ordinance franchise.**

The board may grant one or more ordinance cable franchises, which shall be non-exclusive, in accordance with the provisions set forth by Code of Virginia § 15.2-2108.21. The terms and provisions of such ordinance cable franchises shall not be less burdensome, nor more beneficial, to such grantees that the terms and provisions contained herein.

(Ord. of 6-14-2010, § 3.3)

#### **Sec. 16-34. Amendment of an existing franchise.**

- (a) Upon request grantee, the county shall amend and restate this franchise to make available to grantee the applicable terms and conditions in their entirety from any new negotiated or ordinance franchise as provided in Code of Virginia § 15.2-2108.26.

- (b) A county shall modify an existing franchise upon application by grantee pursuant to 47 U.S.C. § 545 or otherwise as may be necessary to avoid prejudicing or disadvantaging grantee or to maintain competitive parity among video programming providers operating within the county.

(Ord. of 6-14-2010, § 3.4)

#### **Sec. 16-35. Application for grant of renewal franchise.**

- (a) Grantee may opt to seek renewal of this franchise pursuant to either methods (b) or (c) below, and may pursue both renewal methods simultaneously until grantee has accepted a renewal franchise.
- (b) Grantee may file a notification with the county advising that it will opt into an ordinance code franchise process pursuant to Code of Virginia § 15.2-2108.30. Such notification may be filed not more than one year prior to the expiration date of this franchise, to become effective upon expiration of this franchise, or at such other date as the county and grantee determine. The county shall offer the public adequate notice and opportunity for comment before a renewal franchise is granted.
- (c) Grantee may invoke the formal renewal provisions of 47 U.S.C. § 546 (a)—(g)
- (d) Grantee may submit an application for renewal of a franchise pursuant to 47 U.S.C. § 546(h). Such a proposal may be submitted at any time and the board may, after affording the public adequate notice and opportunity for comment, grant or deny such proposal at any time. If an informal renewal application is granted, then the steps specified in 47 U.S.C. § 546(a)—(g) need not be taken.

(Ord. of 6-14-2010, § 3.5)

#### **Sec. 16-36. Surrender.**

Grantee may, within three years after the effective date of this franchise, determine that its provision of cable services within the county is no longer economically feasible and may notify the county and surrender its cable franchise for the entire county without liability to such county. If grantee surrenders its cable service franchise, it shall not be eligible to obtain a new cable service franchise within such county until after the normal expiration date of this franchise. Such surrender this franchise shall have no impact on other franchises held by the grantee or on the provision of any non-cable services offered by grantee.

(Ord. of 6-14-2010, § 3.6)

#### **Secs. 16-37—16-40. Reserved.**

### *DIVISION 4. ADMINISTRATION*

#### **Sec. 16-41. Powers and responsibilities.**

- (a) The board delegates the performance of any act, duty, or obligation, or exercise of any power under this franchise to the communications administrator, except where this article specifies that the board shall take an action or federal or Virginia law requires action by the franchising authority.
- (b) The board shall have the sole authority to:
- (1) Grant new cable ordinance franchises;
  - (2) Authorize the entering into negotiated franchise agreements;



- (3) Renew franchises; and
- (4) Authorize the transfer of a franchise.

(Ord. of 6-14-2010, § 4.1)

## **Secs. 16-42—16-50. Reserved.**

### *DIVISION 5 FRANCHISE CONDITIONS*

#### **Sec. 16-51. Franchise term.**

The term of this franchise shall be 15 years from the date the franchise is accepted by grantee.

(Ord. of 6-14-2010, § 5.1)

#### **Sec. 16-52. Notice to grantee.**

The board shall not grant a renewal or approve a transfer unless the county has given the grantee at least 30-days' advance written notice of the initial meeting at which the board will consider such action. The notice shall advise the grantee of the time, place and purpose of the meeting. The board's consideration or decision may be carried over to a later meeting with ten days' written notice to the grantee.

(Ord. of 6-14-2010, § 5.2)

#### **Sec. 16-53. Continuity of service.**

- (a) The grantee shall operate its cable system pursuant to this franchise without interruption, except as otherwise provided by this franchise. Following the expiration of its franchise, grantee shall continue to operate its Cable system pending the franchise renewal or transfer., ~~at the county's request, as trustee for its successor in interest, operate its cable system for a temporary period (the "transition period") as necessary to maintain service to subscribers, and shall cooperate with the county to assure an orderly transition from it to another grantee.~~
- ~~(b) During the transition period, grantee shall not sell any of its cable system assets, nor make any physical, material, administrative or operational change that would tend to degrade the quality of service to subscribers, decrease gross revenues, or materially increase expenses without the express permission, in writing, of the county or its assigns.~~
- ~~(c) The county may seek legal and/or equitable relief to enforce the provisions of this section.~~
- ~~(d) The transition period shall be no longer than the reasonable period required to arrange for an orderly transfer of the cable system to another grantee, unless mutually agreed to by grantee and the county. During the transition period, grantee will continue to be obligated to comply with the terms and conditions of this article and applicable laws and regulations.~~
- (be) If grantee abandons its cable system during the franchise term, or fails to operate its cable system in accordance with the material terms of this article ~~during any transition period~~, the county, at its option, may designate another entity to operate the grantee's cable system temporarily until the grantee restores service under conditions acceptable to the county or until grantee's franchise is revoked and a new grantee selected by the county is providing service, or obtain an injunction requiring grantee to continue operations.

- (cf) For its management services ~~during the transition period~~, the grantee shall be entitled to receive as compensation the "net income" generated during the transition period. For the purposes of this subsection, "net income" means the amount remaining after deducting from gross revenues all of the actual, direct and indirect, expenses associated with operating the cable system, including any fees, interest, depreciation and all taxes, all as determined in accordance with generally accepted accounting principles.

(Ord. of 6-14-2010, § 5.3)

#### **Sec. 16-54. Franchise fee.**

- (a) Any liability of grantee to the county for franchise fees shall be discharged by the grantee's payment of a communications sales and use tax to the Commonwealth of Virginia. Pursuant to Code of Virginia § 58.1-648.
- (b) The communications sales and use taxes and similar charges or fees may be itemized on subscriber statements as authorized in Code of Virginia § 15.2-2108.25.

(Ord. of 6-14-2010, § 5.4)

#### **Sec. 16-55. Insurance and indemnification.**

- (a) Grantee shall maintain in full force and effect, at its own cost and expense, during the franchise term, the following insurance coverage:
- (b) Commercial general liability insurance in the amount of \$1,000,000.00 combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the cable system, and the conduct of grantee's cable service business in the county.
- (c) Automobile liability insurance in the amount of \$1,000,000.00 combined single limit for bodily injury and property damage.
- (d) Workers' compensation insurance meeting all legal requirements of the Commonwealth of Virginia.
- (e) Employers' liability insurance in the following amounts:
  - a. Bodily injury by accident: \$100,000.00;
  - b. Bodily injury by disease: \$100,000.00 employee limit; and
  - c. Bodily injury by disease: \$500,000.00 policy limit.
- (f) Umbrella liability insurance shall be maintained above the primary commercial general liability, automobile liability, and employers' liability policies required herein. The limit of such umbrella liability insurance shall not be less than \$2,000,000.00 each occurrence and in the annual aggregate.
- (g) The limits required above may be satisfied with a combination of primary and excess coverage.
- (h) The grantor shall be included as an additional insured under each of the insurance policies required in this [article] except workers' compensation and employers' liability insurance.
- (i) Grantee shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this agreement.
- (j) Each of the required insurance policies shall be with insurers qualified to do business in the Commonwealth of Virginia, with an A.M. Best Financial Strength rating of A- or better.
- (k) Upon written request, grantee shall deliver to grantor certificates of insurance showing evidence of the required coverage.

- (l) Grantee agrees to indemnify, save and hold harmless, and defend the grantor, its officers, agents, boards and employees, from and against any liability for damages or claims resulting from tangible property damage or bodily injury (including accidental death), to the extent proximately caused by grantee's negligent construction, operation, or maintenance of its cable system, provided that the grantor shall give grantee written notice of its obligation to indemnify the grantor within ten days of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, grantee shall not indemnify the grantor, for any damages, liability or claims resulting from the willful misconduct or negligence of the grantor, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any person or governmental entity other than grantee in connection with EG Access or EAS, or the distribution of any cable service over the cable system.
- (m) With respect to grantee's indemnity obligations set forth in [subsection (l) of this section], grantee shall provide the defense of any claims brought against the grantor by selecting counsel of grantee's choice to defend the claim, subject to the consent of the grantor, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the grantor from cooperating with the grantee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the grantor, grantee shall have the right to defend, settle or compromise any claim or action arising hereunder, and grantee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement includes the release of the grantor and the grantor does not consent to the terms of any such settlement or compromise, grantee shall not settle the claim or action but its obligation to indemnify the grantor shall in no event exceed the amount of such settlement.
- (n) The grantor shall be responsible for its own acts of willful misconduct or negligence, or breach of obligation committed by the grantor for which the grantor is legally responsible, subject to any and all defenses and limitations of liability provided by law. The grantee shall not be required to indemnify the grantor for acts of the grantor, which constitute negligence.

(Ord. of 6-14-2010, § 5.5)

#### **Sec. 16-56. Transfer of franchise.**

- (a) No transfer of any franchise granted under this article shall occur without the prior consent of the county, provided that such county shall not unreasonably withhold, delay, or condition such consent. No transfer shall be made to a person, group of persons or affiliate that is not legally, technically, and financially qualified to operate the cable system and satisfy the franchise obligations.
- (b) The county shall not require additional information regarding a transfer beyond that information set forth in FCC Form 394 on any successor form, and shall act within 120 days of receiving that completed form to accept or reject a transfer.

(Ord. of 6-14-2010, § 5.6)

#### **Sec. 16-57. Termination of franchise.**

Upon termination of a franchise, whether upon surrender of a franchise or expiration of a franchise term without extension or renewal, grantee shall be obligated to cease using its system for the purposes authorized by the franchise unless the board requires the grantee to operate its system pursuant to section 16-82.

(Ord. of 6-14-2010, § 5.7)

**Sec. 16-58. Limitation on county authority.**

A county shall not regulate grantee, its cable system, or other facilities used to provide ~~Cable service~~~~video programming~~ through the adoption of ordinances or regulations:

- (a) That are more onerous than ordinances or regulations adopted for other cable operators located in the county;
- (b) That unreasonably prejudice or disadvantage grantee with respect to any other cable operators located in the county, whether existing or new; or (c) that are inconsistent with any provision of federal or state law.

(Ord. of 6-14-2010, § 5.8)

**Secs. 16-59, 16-60. Reserved.*****DIVISION 6. RATE REGULATION; BOOKS AND RECORDS; REPORTS*****Sec. 16-61. Regulation of rates.**

- (a) To the extent allowed by law, and except as provided in subsection (e) hereof, the board may regulate subscriber rates and charges for rate regulated services. The board shall comply with the rate regulatory rules and procedures adopted by the Federal Communications Commission pursuant to 47 U.S.C. § 543(b). Notwithstanding the foregoing, however, proposals for automatic adjustments that are in compliance with 47 C.F.R. §§ 76.922 and 76.923 may be implemented without county approval.
- (b) Grantee shall comply with all FCC regulations pertaining to notification of subscribers and the county of any changes to rates or services.
- (c) The county shall cease to regulate any subscriber rates and charges for cable service or equipment when "effective competition" begins in the county. "Effective competition" in the county shall be deemed to begin when:
  - a. Grantee files an application with the FCC that "effective competition" exists in the county; or
  - b. Any certified provider of telecommunications services or its affiliate (or any multichannel video programming distributor using the facilities of such carrier or its affiliate) offers video programming services directly to any subscribers in the county by any means other than direct to home satellite services.

(Ord. of 6-14-2010, § 6.1)

**Sec. 16-62. Books and records.**

- (a) Grantee may from time to time feel it necessary or desirable to provide certain information to the county regarding its operations. To the extent permitted by law, the county shall take reasonable steps to protect the proprietary and confidential nature of any such documents to the extent they are designated as such by grantee. The county shall have the right to copy any such books and records disclosed to it, except to the extent that such books and records are proprietary and/or confidential pursuant to the Virginia Uniform Trade Secrets Act or other applicable law.

- (b) Unless otherwise provided in this chapter, all materials and information specified in this chapter shall be maintained for a period of three years or until the franchise expires, whichever is longer.
- (c) Grantee shall at all times maintain:
  - (1) Financial books and records maintained in accordance with generally accepted accounting principles sufficient to identify grantee's revenues subject to the video sales and use tax.
  - (2) A full and complete set of plans, records, and "as built" maps showing the location of all system equipment installed or in use in the county public rights-of-way, exclusive of subscriber service drops.
  - (3) Records of multiple subscriber outages, indicating date, general areas, type of outage, and cause.
  - (4) Records of service calls for repair and maintenance indicating the date and time service was requested, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was solved.
- (d) Grantee shall maintain a file of records open to public inspection in accordance with applicable FCC rules and regulations.
- (e) The county shall take reasonable steps to protect the proprietary and confidential nature of any books, records, maps, plans, or other documents that are provided pursuant to this article to the extent they are designated as such by grantee.
- (f) The communications administrator may, for good cause shown, waive any reporting provisions in this section.

(Ord. of 6-14-2010, § 6.2)

### **Sec. 16-63. Reports.**

- (a) Unless this requirement is waived in whole or in part by the county, grantee shall upon written request, submit a written report to the county no later than April 30th of each year during the term of this franchise in a form reasonably satisfactory to the county, which shall include:
  - (1) A summary of the previous calendar year's activities in development of grantee's cable system, including but not limited to descriptions of cable services begun or dropped;
  - (2) A summary of written Cable service complaints received and an explanation of their dispositions, as such records are kept by grantee;
  - (3) A copy of grantee's rules, regulations and policies available to subscribers of grantee's cable system, including but not limited to:
    - (i) All subscriber rates, fees and charges;
    - (ii) Copies of grantee contract or application forms for cable services; and
    - (iii) A summary of any grantee's policies regarding subscribers.
  - (4) A list of officers and members of the board of directors of grantee and its parents or partners and grantee's subsidiaries, if any, or similar officers if grantee is not a corporation.

(Ord. of 6-14-2010, § 6.3)

### **Secs. 16-64—16-70. Reserved.**

PART I - CODE  
Chapter 16 - FRANCHISE ORDINANCES  
ARTICLE I. - CABLE FRANCHISE  
DIVISION 7. SYSTEM OPERATIONS

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***DIVISION 7. SYSTEM OPERATIONS***

**Sec. 16-71. Franchise areas.**

- (a) Grantee shall make cable service available to all of the occupied residential dwelling units in the service area within no less than three years of the date of the grant of this franchise, subject to the limitations set forth in subsection (b) of this section.
- (b) Grantee shall not be required to make cable service available:
  - (1) For periods of force majeure;
  - (2) For periods of delay caused by the county;
  - (3) For periods of delay resulting from grantee's inability to obtain authority to access rights-of-way in the service area;
  - (4) In areas where developments or buildings are subject to claimed exclusive arrangements;
  - (5) In developments or buildings that grantee cannot access under industry standard terms and conditions after good faith negotiation;
  - (6) In developments or buildings that the grantee is unable to provide cable service for technical reasons or that require facilities that are not available or cannot be deployed on a commercially reasonable basis;
  - (7) In areas where it is not technically feasible to provide cable service due to the technology used by the grantee to provide cable service;
  - (8) In areas within the service area where the average occupied residential household density is less than 30 occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on grantee's active cable system (or such higher average density number as may be contained in an existing cable operator's cable franchise); and
  - (9) When the grantee's prior service, payment, or theft of service history with a subscriber or potential subscriber has been unfavorable.
- (c) Should, through new construction, an area within the service area meet the 30 occupied residential unit density requirement, grantee shall, subject to the exclusions in this section, provide cable service to such area within six months of receiving notice from the county that the density requirements have been met.

(Ord. of 6-14-2010, § 7.1)

**Sec. 16-72. Cable service and system description.**

Grantee's cable system shall meet or exceed the technical standards mandated by the FCC in 47 C.F.R. § 76.601, et seq., or in other FCC regulations or orders applicable to grantee.

(Ord. of 6-14-2010, § 7.2)

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**Sec. 16-73. Public, educational, and governmental access programming.**

- (a) Grantee shall provide upon written request one channel for use as an EG (educational, and governmental) access channel for use by the county government, the public schools located within King and Queen County, (collectively, "PEG channel").
- (b) Any PEG channel provided pursuant to this section 16-73 that is not utilized by the locality for at least eight hours per day may be programmed at the grantee's discretion. At such time as the county can certify to the grantee a schedule for at least eight hours of daily programming for a period of three months, the grantee shall restore the previously re-allocated additional PEG channel not more than 180 days after receiving such certification.
- (c) The county shall provide and maintain upstream equipment and facilities necessary to transmit the current PEG signals from the following PEG signal origination point located at West Point High School, 2700 Mattaponi Avenue, West Point VA. However, should the county decide to relocate the current PEG signal origination point described herein or request additional PEG signal origination points, the county shall be solely responsible for all related costs and expenses. Grantee shall maintain equipment capable of receiving and processing the PEG signals transmitted by the county.
- (d) Grantee shall not be obligated to provide [the] county with production or transmission equipment or facilities, or personnel to maintain and operate such transmission or production equipment and facilities used to create PEG programming.
- (e) Nothing herein shall prohibit the grantee from airing PEG programming created for the PEG channels required by this section 16-73 in locations outside the county's jurisdictional boundaries without further authorization from the county. Grantee specifically reserves its right to make or change channel assignments in its sole discretion.
- (f) Grantee may, to the extent permissible under applicable law, require all users of any PEG facilities or channels, other than the county or other governmental entities, to defend and hold harmless grantee from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which result from the use of a PEG facility or channel.

(Ord. of 6-14-2010, § 7.3)

**Sec. 16-74. Complimentary service.**

Grantee shall provide, without charge to the county and within the area actually served by the grantee, one cable service outlet activated for basic cable service to each fire station, public school, police station, public library, and any other local government building. Grantee shall not be required to provide such complimentary outlet or service where it is technically infeasible to do so.

(Ord. of 6-14-2010, § 7.4)

**Sec. 16-75. Operational requirements and construction.**

Grantee shall be subject to the following construction requirements provided that they do not exceed the requirements of Code of Virginia § 56-462.C, clauses (i) and (ii): Grantee shall construct its cable system in the

public rights-of-way subject to the supervision of the county or its designees, and in compliance with all applicable laws, ordinances, rules and regulations, including any amendments thereto. The cable system and all its parts in the public rights-of-way shall be subject to inspection by the county. The county may review grantee's construction plans prior to commencement of construction to ensure such construction complies with the provisions of this article.

(Ord. of 6-14-2010, § 7.5)

#### **Sec. 16-76. Customer service standards and consumer protection.**

Grantee shall comply with the customer service requirements imposed by the FCC pursuant to 47 U.S.C. § 552(a)(1). The county may impose additional customer service requirements that exceed the requirements established by the Federal Communications Commission under 47 U.S.C. § 552(b) by ordinance after a public hearing, but these additional requirements shall:

- (1) Not be designed so that grantee cannot also comply with any other customer service requirements under state or federal law or regulation applicable to the grantee in its provision of other services over the same network used to provide cable service;
- (2) Be no more stringent than the customer service requirements applied to other cable operators in the county; and
- (3) Be reasonably tailored to achieve appropriate customer service goals based on the technology used by the grantee to provide cable service.

(Ord. of 6-14-2010, § 7.6)

#### **Sec. 16-77. Street occupancy; construction standards and procedures.**

- (a) Upon reasonable notice, grantee shall protect, support, temporarily disconnect, relocate, or remove any of its property, including aerial to underground relocation, when required by the county by reason of traffic conditions; public safety; public way construction; public way maintenance or repair (including resurfacing or widening); change of public way grade; construction, installation or repair of sewers, drains, water pipes, power lines, signal lines, tracks, or any other type of government-owned communications system, public work or improvement or any government-owned utility; provided, however, that any such protection, support, temporary disconnection, relocation or removal shall, in all such cases, be entirely at the county's expense, and the county shall be responsible for obtaining any necessary substitute public right-of-way or private easements for grantee's use in the event of relocation.
- (b) If any person that is authorized to place facilities in the public ways requests grantee to protect, support, temporarily disconnect, remove, or relocate its facilities to accommodate the construction, installation, operation, maintenance or repair of the facilities of such other person, the grantee shall, after 30-days' advance written notice, take action to effect the necessary changes requested. The entire costs of grantee in responding to such changes shall be borne by the person requesting the protection, support, temporary disconnection, removal, or relocation.
- (c) Grantee shall, on the request of any person holding a valid building moving permit issued by the county, or on request of the county, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal or raising or lowering of wires shall be paid by the person requesting the same, and the grantee shall have the authority to require payment in advance, except in the case where the requesting person is the county, in which case the grantee will invoice the county, and the county will pay, following completion of work. The grantee shall be given reasonable advance notice in writing to arrange for such temporary wire changes.



- (d) Grantee shall have the authority to trim trees and shrubs on public property, or on private property which is subject to public rights-of-way or easements, at its own expense as may be necessary to protect its wires and facilities.

(Ord. of 6-14-2010, § 7.7)

**Secs. 16-78—16-80. Reserved.**

*DIVISION 8 GENERAL PROVISIONS*

**Sec. 16-81. Special license.**

The county reserves the right to issue a license, easement or other permit to anyone other than grantee to permit that person to traverse any portion of grantee's franchise area within the county in order to provide cable service outside the county. Such license or easement, absent a grant of a franchise in accordance with this chapter, shall not authorize or permit said person to use the county's public ways to provide cable service of any nature to any home or place of business within the county, or to render any service or connect any subscriber within the county to that person's cable system.

(Ord. of 6-14-2010, § 8.1)

**Sec. 16-82. Rights reserved to the county.**

The county hereby expressly reserves the following rights:

- (a) To exercise its governmental powers, now or hereafter, to the full extent that such powers may be vested in or granted to the county and are not limited by federal or state law.
- (b) To adopt, in addition to the provisions contained herein, in a franchise agreement and in ordinances, such additional regulations as it shall find necessary in the valid exercise of its police power.
- (c) The right to amend this chapter in such a manner that does not affect grantee's rights hereunder.

(Ord. of 6-14-2010, § 8.2)

**Sec. 16-83. Acceptance.**

This franchise and all of its terms and conditions shall be accepted by grantee by written instrument filed with the county within 30 calendar days after the granting of the franchise.

(Ord. of 6-14-2010, § 8.3)

**Sec. 16-84. Severability.**

The provisions of this article are severable, and if any provision of this article or any application thereof is held invalid, that invalidity shall not affect the other provisions or applications of this article which can be given effect without the invalid provision or application.

(Ord. of 6-14-2010, § 8.4)

**Sec. 16-85. Effective date.**

This article shall become effective on June 14, 2010.

(Ord. of 6-14-2010, § 8.5)

***AGENDA: June 9, 2025 Regular Meeting***

**ITEM #11:**

Appointments and Reappointments

**ACTION REQUESTED:**

Staff is not aware of any terms expiring but listed below are terms that will expire soon.

CPMT Private Provider Representative –Thrive is closing the CARE Center on June 30<sup>th</sup>. Since we have been advised that Karen Forde will no longer be an employee of Thrive, a replacement will need to be found. CPMT is aware and will begin looking for a recommendation for replacement.

**ATTACHMENTS:**

➤ None

***AGENDA: June 9, 2025 Regular Meeting***

**ITEM #12:**

County Administrator's Comments

**ACTION REQUESTED:**

None

**ATTACHMENTS:**

- None

***AGENDA: June 9, 2025 Regular Meeting***

**ITEM #13:**

Board of Supervisors Comments

**ACTION REQUESTED:**

None

**ATTACHMENTS:**

- None

***AGENDA: June 9, 2025 Regular Meeting***

**ITEM #14:**

Closed Session

**ACTION REQUESTED:**

Closed Meeting pursuant to Va. Code § 2.2-3711(A)(7) to discuss with legal counsel a warrant in debt matter now pending in the King and Queen County General District Court.

**ATTACHMENTS:**

- None

***AGENDA: June 9, 2025 Regular Meeting***

**ITEM #15:**

Adjourn Meeting

**ACTION REQUESTED:**

A motion is needed to adjourn to the Monday, June 16, 2025 joint workshop meeting with the King and Queen School Board at 6:00 p.m., 242 Allens Circle, King and Queen Court House, Virginia, Second Floor Conference Room A/B

**ATTACHMENTS:**

- None