



KING AND QUEEN COUNTY VIRGINIA

Founded 1691

Board of Supervisors Meeting

Tuesday, October 14, 2025
Regular Monthly Meeting 7:00 P.M.

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

AGENDA

6:00 Dinner with Museum Council

1. Call to Order
2. Recess for dinner with Museum Council

7:00 Regular Meeting

3. Reconvene and call to order the recessed meeting, Invocation and Pledge of Allegiance
4. Approval and Signing of Minutes
5. Approval and Signing of the Warrants and Appropriations
6. Approval of Davenport Financing Recommendation
7. Legislative Update – Delegate Keith Hodges
8. Public Comment Period
9. Quarterly Reports
10. Resolution – Rural Rustic Road/Rt. 618 (Shilo Road)
11. Set Public Hearing Date
12. Approval of Telework Policy
13. Approval of CMR (Construction Management at Risk) Resolution
14. Approval of VACO 2025 Annual Meeting Voting Credentials
15. Appointments and Reappointments
16. County Administrator's Comments
17. Board of Supervisors Comments
18. Closed meeting as follows:
 - a. Pursuant to Va. Code § 2.2-3711(A)(3) for discussion or consideration of the acquisition of real property for a public purpose, the subject being real property located on Route 14 near King and Queen Court House in King and Queen County.

- b. 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 subjects being (1) a personal property tax account, and (2) a campaign issue with the State Board of Elections.
19. Adjourn to Workshop meeting on **Monday, October 27, 2025, at 6:00 p.m.**, 242 Allen's Circle, King and Queen Court House, Virginia, Second Floor Conference Room A/B.

AGENDA: October 14, 2025 Regular Meeting

ITEM #1:

Call to Order

ACTION REQUESTED:

None Required

ATTACHMENTS:

None

AGENDA: October 14, 2025 Regular Meeting

ITEM #2:

Recess for dinner with the Museum Council

ACTION REQUESTED:

Need a motion and second to recess the meeting for dinner with the Museum Council at the Tavern Museum.

ATTACHMENTS:

None

AGENDA: October 14, 2025 Regular Meeting

ITEM #3:

Reconvene, Call to Order, Invocation and Pledge

ACTION REQUESTED:

- 1) Reconvene recessed meeting and call to order recessed meeting
- 2) Invocation
- 3) Pledge of Allegiance

ATTACHMENTS:

None

AGENDA: October 14, 2025 Regular Meeting

ITEM #4:

Approval of Minutes

ACTION REQUESTED:

Approval of the August 25, 2025 and September 8, 2025 minutes of the Board of Supervisors

ATTACHMENTS:

- Draft August 25, 2025 minutes
- Draft September 8, 2025 minutes

**King and Queen County
Board of Supervisors Meeting
Monday, August 25, 2025**

6:00 P.M.

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

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 Sherrin Alsop being absent.

APPROVAL OF WARRANTS

A motion was made by Ms. Norman and seconded by Mr. Simpkins to approve the August 25, 2025 warrants.

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

NAYS: NONE

ABSENT: S. C. ALSOP

PRESENTATION – DAVENPORT

David Rose and Kyle Laux from Davenport provided an update on the plan of finance previously presented. They provided a timeline for the RFP process for securing the interim financing if the Board chooses to proceed.

It was the consensus of the Board to proceed with issuing the RFP and have a proposal to approve in October.

SUMMARY OF ORDINANCE AMENDMENT RECOMMENDATIONS

Ms. Seay provided an update on the following ordinance amendments that will be coming to the Board for review and approval in the coming months:

- Zoning Text Amendment
- Zoning Ordinance Comprehensive Update
- Building Permit Fees
- Cigarette Tax
- Vehicle License Fee Billing
- Personal Property Tax Classifications
- Court Fees
- Business License

- Elderly and Disabled Tax Threshold

SUMMARY OF POLICY AMENDMENT RECOMMENDATIONS

Ms. Seay provided copies of the following policies and gave an overview of the proposed changes:

- Procurement Policy – this policy is changing to include new language and increases the amounts limits as allowed by the General Assembly.
- Telework Policy – This is a new policy brought forth by the HR Director as the request of the County Administrator.

DISCUSSION – DOMESTIC VIOLENCE SHELTERS/SHERIFF BALDERSON

Sheriff Balderson advised the board that he and his staff are experiencing increasing difficulty when trying to locate reliable services for victims of domestic violence. He has been working with Thrive Virginia and Bridges of Change but has been unable to get information on actual services provided. Both agencies seem to be placing blame on each other rather than coming to a solution. He will continue to work on getting a good resolution through meetings with Thrive Virginia, Bridges of Change and Avalon.

APOINTMENT TO TRI-RIVER ASAP BOARD – SHERIFF BALDERSON

A request has been received from the director of the Tri-River ASAP board that Sheriff Balderson be appointed to that board replacing Jill Hall who is unable to attend meetings. Sheriff Balderson advised that he is willing to serve if appointed.

A motion was made by Ms. Billups and seconded by Ms. Norman to appoint Sheriff Balderson to the Tri-River ASAP board.

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

NAYS: NONE

ABSENT: S. C. ALSOP

DISCUSSION OF REQUEST TO CHANGE FOIA OFFICER APPOINTMENT

Ms. Seay advised that recent guidance states that the county attorney should not also serve as the county FOIA officer. Ms. Ammons held this position previously and has advised that she is willing to do so if appointed by the board.

A motion was made by Ms. Norman and seconded by Ms. Billups to appoint Tina Ammons as the county FOIA officer.

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

NAYS: NONE

ABSENT: S. C. ALSOP

ITEMS BROUGHT FORTH BY MEMBERS OR STAFF

Ms. Seay advised of the trip to Danville to tour the Institute of Advanced Learning and Research on September 12th. Anyone wishing to attend needs to let staff know.

She also advised of the tour of a solar facility in Albemarle County on September 16th that is being sponsored by Dominion Energy. Anyone wishing to go needs to let her know.

The board was reminded of the VACO conference in November, anyone wishing to attend please let Tina Ammons know.

Mr. Berry requested information on the budget impact of the proposed \$6.5 million interim financing.

CLOSED MEETING

A motion was made by Ms. Billups and seconded by Mr. Simpkins to enter into Closed Meeting pursuant to **Va. Code § 2.2-3711(A)(5)** for discussion concerning the expansion of an existing business where no previous announcement has been made of the business' interest in expanding its facilities in the community relating to a business in the Stevensville Magisterial District; and pursuant to **Va. Code § 2.2-3711(A)(8)** for consultation with legal counsel employed or retained by the public body regarding legal advice by such counsel relating to a County contract with a business located in the Stevensville Magisterial District.

A motion was made by Ms. Billups and seconded by Ms. Norman 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.

Simpkins – Certified
Berry – Certified
Norman – Certified
Billups - Certified

IT IS ORDERED THAT THIS BOARD BE ADJOURNED

A motion was made by Ms. Billups and seconded by Ms. Norman to adjourn the meeting at 8:40 p.m.

Chairman

Clerk of the Board

King and Queen County
Board of Supervisors Regular Meeting

Monday, September 8, 2025

Workshop Meeting

6:00

Regular Meeting

7:00 P.M.

King and Queen County Courts and Administration Building
General District Courtroom

“Minutes of the Meeting”

CALL TO ORDER

Mr. Berry called the meeting to order, noting that member Sherrin Alsop was absent.

DISCUSSION OF CONSTRUCTION PROCUREMENT METHODOLOGIES

Jason Pack with Skanska provided an overview of three types of construction procurement methods that the Board can use for the elementary school project.

- Design-Bid-Build
- Construction Management at Risk
- Design Build

**Sherrin Alsop arrived at 6:15 p.m.

There was discussion regarding the pros and cons of each type of procurement and the process involved in each one.

DISCUSSION WITH VDOT OF APPROVED SMARTSCALE PROJECT ON ROUTE 33

Lee McKnight advised that VDOT provided the updated design of the SmartScale project for the intersection of Route 678 and Route 33 at Nick’s Restaurant. He gave an overview of the traffic flow through the proposed intersection. VDOT held the meeting to receive public comment as well as comments received from county staff. Several small changes to the design have been made to help address concerns raised and they are now ready to move forward. They need approval from the Board of Supervisors to do so.

A motion was made by Ms. Billups and seconded by Ms. Norman to accept the proposed design and to move forward with the project.

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

The Board recessed to reconvene for the regular board meeting at 7:00 p.m. in the first-floor courtroom.

RECONVENE, INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

Sherrin Alsop provided the invocation and led the pledge of allegiance.

APPROVAL AND SIGNING OF THE JULY 28, 2025 AND AUGUST 11, 2025 MINUTES

A motion was made by Ms. Norman and seconded by Mr. Simpkins approving the July 28, 2025 and August 11, 2025 minutes of the Board.

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

APPROVAL AND SIGNING OF WARRANTS AND APPROPRIATIONS

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

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

A motion was made by Ms. Alsop and seconded by Ms. Billups approving the following retroactive FY25 School appropriations:

- a. School Food Services Fund \$103,602.98
- b. June 2025 Revenue \$556,452.11

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

PUBLIC COMMENT PERIOD

No one from the public spoke.

PRESENTATION BY CHRISTOPHER LLOYD, MCGUIRE WOODS CONSULTING

Kelly Evko, Director of Economic Development introduced Mr. Lloyd. He is the Senior Vice President and Director of Infrastructure and Economic Development at McGuire Woods.

Mr. Lloyd provided a presentation and answered questions from the board on economic development trends and strategies.

DOMESTIC VIOLENCE AWARENESS MONTH PROCLAMATION

Representatives from Thrive Virginia provided an overview programs offered to prevent and assist victims of domestic violence. They asked the board to adopt the following proclamation declaring October as Domestic Violence Awareness Month.

A motion was made by Ms. Alsop and seconded by Ms. Norman to adopt the following proclamation:

A PROCLAMATION DECLARING OCTOBER AS DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, domestic violence is a serious crime that affects people of all races, ages, gender, and income levels; and

WHEREAS, Domestic violence is widespread and affects over four million Americans each year; and

WHEREAS, one in three Americans have witnessed an incident of domestic violence; and

WHEREAS, children that grow up in violent homes are believed to be abused and neglected at a rate higher than the national average; and

WHEREAS, domestic violence costs the nation billions of dollars annually in medical expenses, police and court costs, shelters, foster care, sick leave, absenteeism, and non-productivity; and

WHEREAS, only a coordinated community effort will put a stop to this heinous crime; and.

WHEREAS, Domestic Violence Awareness Month provides an excellent opportunity for citizens to learn more about preventing domestic violence and to show support for the numerous organizations and individuals who provide critical advocacy, services, and assistance to victims.

NOW, THEREFORE, IT IS PROCLAIMED by the King and Queen County Board of Supervisors the month of October as Domestic Violence Awareness Month and ask the

citizens of King and Queen County to work together to eliminate domestic violence from our community.

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

QUARTERLY REPORTS

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

1. Erin Lazar and Jesse Kelley – Community Programming, Tourism and Library
2. Kelly Lumpkin – Commissioner of Revenue
3. Stephanie Sears – Treasurer
4. Tina Ammons – Finance
5. Jeff Davison – Republic Services
6. Kelly Evko – Director of Economic Development

APPROVAL OF SMALL PURCHASING POLICY AMENDMENT

A motion was made by Ms. Alsop and seconded by Ms. Billups approving the following resolution amending the county's small purchasing policy:

RESOLUTION TO AMEND THE PROCUREMENT POLICY PURSUANT TO VA CODE § 2.2-4303

WHEREAS, in June of 2021, the King and Queen County Board of Supervisors adopted a small purchase policy in accordance with revised provisions of the Virginia Public Procurement Act, Va. Code § 2.2-4300, et seq; and

WHEREAS, with costs continuing to rise and procurement consistently a challenge in rural Virginia, the Board of Supervisors of King and Queen County now finds it is in the best interests of the County to amend the e purchase limits adopted in 2021 and to otherwise set forth a policy relative to public procurement and the ability of the administration to enter into contracts without prior Board approval.

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of King and Queen County that all procurement in the County is subject to, and governed by, the following:

1. The County adopts this policy in accordance with Va. Code § 2.2-4303 (G).
2. Competition is encouraged wherever practicable.
3. As authorized by Va. Code § 2.2-4303 (G)(1) and (2) of the Virginia Public Procurement Act, the County adopts a small purchase procedure not requiring competitive bids or competitive negotiation limited to the following:
 - a. For single or term contracts for goods and services, other than professional services, if the aggregate or the sum of all phases is not expected to exceed \$200,000.

- b. For non-transportation-related construction, if the aggregate or the sum of all phases is not expected to exceed \$300,000.
 - c. For transportation-related construction, if the aggregate or sum of all phases is not expected to exceed \$25,000.
 - d. For professional services, if the aggregate or the sum of all phases is not expected to exceed \$80,000.
4. All procurement in the County for single term contracts for goods and services, other than professional services and construction, are subject to the following requirements:
 - a. Where the purchase price is not expected to exceed \$20,000, the County shall attempt to obtain at least three verbal price quotations before entering into a contract.
 - b. Where the purchase price is expected to exceed \$20,000 but not expected to exceed \$80,000, the County shall attempt to get at least three written quotations before entering into a contract.
 - c. Where the purchase price is expected to exceed \$80,000 but not to exceed \$200,000, the County shall attempt to get at least four written quotations before entering into a contract.
5. All procurement in the County for single or term contracts for transportation-related construction where the purchase price is not expected to exceed \$25,000, the County shall attempt to obtain at least three written quotations before entering into a contract.
6. All procurement in the County for single or term contracts for non-transportation-related construction where the purchase price is not expected to exceed \$300,000, the County shall attempt to obtain at least three written quotations before entering into a contract.
7. All procurement in the County for single or term contracts for professional services, other than legal services, where the purchase price is not expected to exceed \$80,000, the County shall attempt to obtain at least three written quotations before entering into a contract.
8. All construction projects will be completed in compliance with the Uniform Statewide Building Code.
9. In any procurement made pursuant to this purchase policy, the contract shall be awarded to the person or firm which in the opinion of either the County Administrator or the Board serves the best interests of the County with cost being a consideration but not necessarily the determinative factor.
10. All protests of procurement decisions shall be made to the County Administrator who shall make the final procurement determination.
11. The County Administrator shall have the authority to enter into contracts below \$50,000 without approval of the Board of Supervisors as long as there are sufficient funds in the most appropriate budget line item approved by the Board of Supervisors.

12. In accordance with Va. Code § 2.2-4311.3, no term or provision in any public contract for the acquisition of information technology goods or services shall be valid or enforceable to the extent it is in conflict with the Virginia law. A public contract containing such a term or provision shall otherwise remain enforceable.
13. Any term or provision in a public contract for the acquisition of information technology goods or services that (i) makes the public contract subject to, governed by, or interpreted under the laws of another state or country or (ii) requires or permits any litigation or other dispute resolution proceeding arising from the public contract to be conducted in another state or country shall be void. Such public contract shall instead be deemed to provide for the application of the law of the Commonwealth of Virginia, without regard to such contract's choice of law provisions, and to provide for jurisdiction in the courts of the Commonwealth.
14. For purposes of this policy, "information technology goods and services" means communications, telecommunications, automated data processing, applications, databases, data networks, management information systems, and other related goods and services.

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

NAYS: NONE

APPROVAL OF TELEWORK POLICY

Ms. Seay noted that teleworking has previously been allowed and approved on a case by case from time to time so she asked Betty Dougherty, Director of Human Resources to write a policy to be included with the other HR policies that the Board has adopted.

Mr. Berry stated that he had reached out to Ms. Seay prior to the meeting and advised that he is not prepared to take action and requested that staff place it on the agenda for the September workshop meeting.

APPOINTMENTS AND REAPPOINTMENTS TO BOARDS AND COMMISSIONS

No appointment or reappointments were made.

APPROVAL OF ADDITIONAL HOLIDAY – JANUARY 2, 2026

Ms. Seay advised that the Governor's Office has issued the holiday schedule for 2026. Offices will be closed on Thursday, January 1, 2026 and she is asking that the Board approve the additional day of Friday, January 2, 2026 and allow additional time off for employees.

After brief discussion by the Board a motion was made by Ms. Norman and seconded by Ms. Alsop to approve the closing of county offices for the additional holiday of Friday, January 2, 2026.

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

COUNTY ADMINISTRATOR'S COMMENTS

Ms. Seay provided the Board with information on the proposed redesignation of the Workforce Council. Staff has reviewed the proposed changes agree that it does better align the counties included in each council. If board members have additional comments they can let staff know or reach out the Jackie Davis with the Bay Consortium Workforce Development Board.

BOARD MEMBER COMMENTS

Ms. Alsop had the following comments:

- Advised that she has been appointed by Governor Youngkin to the Nursing Home Oversight and Accountability Oversight Board.
- Thanked everyone for coming and to watch out for deer.
- She is excited by the presentation on economic development and the possibilities for King and Queen.

Mr. Simpkins had the following comments:

- Thanked everyone for coming and for the reports.
- Thanked Mr. Lloyd for his presentation, it was very informative and has re-energized him.
- Wished everyone a safe trip home.

Ms. Billups had the following comments:

- Thanked everyone for coming, it is good to see so many people who didn't have to come.
- Thanked Mr. Lloyd for his presentation.
- Thanked Ms. Lazar and Mr. Kelley for the hard work at the library. It is something for the community to be very proud of.

Ms. Norman had the following comments:

- Noted that she appreciated everyone for coming.
- Congratulated Ms. Alsop on her appointment by the governor, she knows that she will be a persistent and passionate voice on that board.
- Thanked staff for the reports, especially to the library and all the good things going on there.
- Thanked Ms. Evko for having Mr. Lloyd come and thanked him for his presentation.

Mr. Berry had the following comments:

- Congratulated Mr. Alsop on her appointment by the governor.
- Advised that Walkerton Day is October 11th.
- Thanked Mr. Lloyd for his presentation, noting that the board held community meetings on economic development and along with the EDA, created a strategic plan and priorities from those meetings. The county needs smart economic growth. Some businesses could change the financial landscape of the county for many years to come.
- Thanked citizens for coming and staying engaged.

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 9:05 p.m. to Monday, September 16, 2025, for the joint workshop meeting with the King and Queen County School Board at 6:00 p.m. at the King and Queen Women's Club at 208 Allen's Circle, King and Queen Court House, Virginia.

Chairman

Clerk of the Board

AGENDA: October 14, 2025 Regular Meeting

ITEM #5:

Approval of Warrants and Appropriations

ACTION REQUESTED:

- Approval of the October County Warrants and Payroll
- Approval of FY25 Regional Animal Shelter billings
\$115,205.37
- Approval of the FY25 Accrued Revenue to the School Fund
\$688,018.48 (July, August and September revenue)

ATTACHMENTS:

- County Warrants and Payroll
- Correspondence with King William/Animal Shelter
- Accrued Revenue report from Jennifer Jackson

Part-time Employee Payroll Run
Payroll: Thursday, October 16, 2025

County		
	Burr, Sherry	\$1,868.84
	Richardson, Isaiah	\$1,189.28
Library		
	Harvey, Doris	\$605.01
	Norman, Susan	\$499.89
	Todara, Alyssa	\$1,531.70
	Nelson, Stephanie	\$625.94
Registrar		
	Nickelson, Robert	\$99.28
Circuit Court		
	Gray, Alexis	\$2,112.85
	Tate, Amanda	\$2,677.50
Sheriff's Department		
	Laufer, Sandra	\$1,649.00
	Shackleford, Donald	\$1,890.00
	Trent, Darryl	\$1,212.50
	Wernicke, Rachel	\$2,120.00
Overtime/Sheriff's Department		
	Bullington, Willow	\$1,432.08
	Burr, Brian	\$344.25
	Clark, Jon-Eric	\$64.38
	Davis, Sandra	\$196.65
	Hill, Shirley	\$83.22
	Parker, John	\$247.62
	Schefflien, Harvey	\$412.96
Rescue Services		
	Hunter, Greg	\$4,170.21
	Willaford, Harold	\$1,386.06
	Beasley, Michael	\$989.63
	Bouchyard, Shaun	\$2,805.80
	Brantley, Brian	\$1,671.00
	Cassity, Stuart	\$2,673.60
	Floyd, Tyler	\$1,805.25
	Huffman, Michael	\$1,827.00
	Meriwether, Jack	\$3,322.31
	Monroe, Aaron	\$1,261.50
	Preli, Nicholas	\$239.25
	Southworth, Erin	\$654.48
		\$43,669.04

Fulltime Payroll - October 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
-------------	-------------

Commissioner of the Revenue

Kelly Lumpkin	\$7,347.83
Brenda Robinson	\$4,711.48
Ivonnlynn Ellis	\$3,197.21

Finance

Tina Ammons	\$7,974.69
Donna Overly	\$4,000.00

Human Resources

Betty Dougherty	\$8,472.58
Lisa Lose	\$4,113.50
Resa Wilson	\$3,593.75

Treasurer

Stephanie Sears	\$6,722.67
Mali Klausen	\$3,949.02
Tammy Gibbs	\$3,134.52

Registrar

Kristy Creech	\$6,722.67
Davis, Emma-Wade	\$3,197.52

Clerk of Circuit Court

Hattie Robinson	\$8,315.27
Patricia Reed	\$4,466.85
Victoria Thomas	\$3,485.17

Commonwealth Attorney

Meredith Adkins	\$13,107.58
Denise Williams	\$4,333.33

Sheriff

Rob Balderson	\$10,879.00
Vacant	\$0.00
Bullington, Willow	\$4,463.33
Ernie Schefflien	\$5,965.17
Paul Hope	\$5,021.25
Christopher Wilkins	\$4,597.25
Mitchell Wilson	\$6,056.00

Phillip Cusick	\$5,481.33
John Parker	\$4,768.92
Hickory Burns	\$4,546.67
Skylar Blowe	\$4,463.33
Jon-Eric Clark	\$4,958.33
Brian Burr	\$5,304.50
Vladimir Rowe	\$4,774.08
Emilee Bashaw	\$4,463.33
Kevin Bowen	\$4,666.67
Vacant	\$0.00
Randy Holmes	\$4,597.25
Deputy	vacant
Deputy	vacant
Epps, Mya	\$3,250.00
Sandra Davis	\$5,049.58
Tammy Warren	\$4,094.25
Shirley Hill	\$4,808.17
Ellen Topham	\$3,912.25
Alexis Davis	\$4,094.25
Janeisha Ashlock-Moseley	\$3,912.25
Brittney Wash	\$3,912.25
Zachary Carkin	\$3,912.25
Mitzi Moore	\$3,750.00
Vickie Draine	\$4,862.50
Robin Bostic	\$5,945.58

Rescue Services

David Lankford	\$6,312.17
Kevin Mounts	\$6,385.81
Josh Schrum	\$5,256.89
Robert Coggsdale	\$6,038.37
Kyle Cohenour	\$4,402.56
Phillip Jewell	\$5,872.20
Gary Breen	\$5,111.78
William Sisson	\$4,274.33
Jacob Hoffmaster	\$5,068.85
Aerrin Ryan	\$4,670.68
Christopher Field	\$4,955.12
Matthew Anton	\$4,001.87
Laura Heller	\$5,220.92
Danielle Gray	\$4,921.21
Wesley May	\$4,534.64
David Yeane	\$4,921.21
Joshua Lucas	\$4,534.64
Donald Butler	\$4,534.64
EMT	vacant
EMT	vacant
EMT	vacant

EMT	vacant
EMT	vacant

Building Inspections

Quentin Mascari	\$6,753.09
Kathy Barrow	\$3,732.44

General Properties

Michael Barrow	\$6,075.97
Blake Lankford	\$2,746.67

Community Programming & Tourism

Erin Lazar	\$6,075.97
Jesse Kelley	\$5,861.47

Economic Development

Kelly Evko	\$8,154.17
------------	------------

Zoning/Community Development

Donna Sprouse	\$7,016.79
Josh Rellick	\$4,175.62

\$399,798.82

10/08/2025
 AP375
 FUND # - 100 GENERAL FUND

FROM DATE-10/14/2025
 TO DATE- 10/14/2025

ACCOUNTS PAYABLE LIST
 KING & QUEEN
 DEPT # - 000200 LIABILITIES

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$ PAY \$\$
-----	-----	-----	-----	----	-----
	LIABILITIES				
DMV	DMV Stop Fee Payable	DMV STOP FEES	202521200826	7/31/2025	3,100.00 3,100.00 *
TAXING AUTHORITY	Delinquent Tax/Legal Fees	DEL TAX COLLECTIONS	10713	9/12/2025	684.00
TAXING AUTHORITY	Delinquent Tax/Legal Fees	DEL TAX COLLECTIONS	10730	9/19/2025	1,590.00 2,274.00 *
				TOTAL	5,374.00

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$ PAY \$\$
-----	-----	-----	-----	----	-----
NEIN, JOHN R. JR.	Permits and Fees E & S Sureties/Refundable	E & S SURVEY RELEASE	09/17/2025	9/17/2025	540.00
				TOTAL	540.00 *
					540.00

10/08/2025
AP375
FUND # - 100

FROM DATE-10/14/2025
TO DATE- 10/14/2025

ACCOUNTS PAYABLE LIST
KING & QUEEN
DEPT # - 011010 *** Board of Supervisors ***

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$	PAY	\$\$
	*** Board of Supervisors ***						
CIVIC PLUS LLC	Codification	ONLINE COUNTY CODE	348915	11/01/2025	1,422.23		
					1,422.23	*	
NATIONAL ASSOCIATION	Dues & Association Memberships	COUNTY DUES	202544264	8/18/2025	450.00		
					450.00	*	
				TOTAL	1,872.23		

10/08/2025
 AP375
 FUND # - 100

FROM DATE-10/14/2025
 TO DATE- 10/14/2025

ACCOUNTS PAYABLE LIST
 KING & QUEEN
 DEPT # - 012100 *** County Administrator ***

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$ PAY \$\$
-----	-----	-----	-----	----	-----
	*** County Administrator ***				
SKANSKA	Professional Services	PROJECT MANAGEMENT	2222828-38	10/01/2025	168.00
					168.00 *
VIRGINIA PENINSULA PUBLIC	Automotive/Motor Pool	COUNTY VEHICLE MAINT	32711	9/15/2025	27.50
WHITMORE CHEVROLET	Automotive/Motor Pool	ALIGNMENT/EQUINOX	65226	9/16/2025	145.00
ROBERT G. ALLEY, INC.	Automotive/Motor Pool	TIRES/EQUINOX	42273	9/04/2025	723.00
					895.50 *
TRUIST BANK	Miscellaneous	INTEREST	09/25/2025	9/25/2025	45.04
TRUIST BANK	Miscellaneous	LATE FEES	09/25/2025	9/25/2025	26.00
					71.04 *
OFFICE DEPOT	Office Supplies	CORRECTION TAPE	433198282001	8/29/2025	22.39
OFFICE DEPOT	Office Supplies	PAPER & BATTERIES	438905585001	9/12/2025	104.30
OFFICE DEPOT	Office Supplies	OFFICE SUPPLIES	438905585001	9/12/2025	2.70
SHRED-IT USA, LLC	Office Supplies	SHREDDING	8012138700	9/25/2025	90.92
					220.31 *
TRUIST BANK	Vehicle Fuel	FUEL - COUNTY VEHICL	09/25/2025	9/25/2025	32.00
TRUIST BANK	Vehicle Fuel	FUEL - COUNTY VEHICL	09/25/2025	9/25/2025	36.00
					68.00 *
				TOTAL	1,422.85

10/08/2025
AP375
FUND # - 100

FROM DATE-10/14/2025
TO DATE- 10/14/2025

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

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$ PAY \$\$
-----	-----	-----	-----	----	-----
	*** Commissioner of Revenue ***				
BMS DIRECT	Printing & Binding	RE LAND BOOK 2025	211514	9/26/2025	1,075.56
BMS DIRECT	Printing & Binding	PP BOOK 2025	211515	9/26/2025	275.00
				TOTAL	1,350.56 *
					1,350.56

10/08/2025
AP375
FUND # - 100

FROM DATE-10/14/2025
TO DATE- 10/14/2025

ACCOUNTS PAYABLE LIST
KING & QUEEN
DEPT # - 012400 *** Finance ***

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$ PAY \$\$
	*** Finance ***				
VGFOA	Education & Training	FALL CONFERENCE 2025	200002221	9/25/2025	325.00
TRUIST BANK	Education & Training	ONLINE CLASS - DONNA	09/25/2025	9/25/2025	.00
TRUIST BANK	Education & Training	ONLINE CLASS - DONNA	09/25/2025	9/25/2025	195.00
					520.00 *
TRUIST BANK	Dues & Memberships	MEMBERSHIP - DONNA	09/25/2025	9/25/2025	50.00
					50.00 *
				TOTAL	570.00

10/08/2025
AP375
FUND # - 100

FROM DATE-10/14/2025
TO DATE- 10/14/2025

ACCOUNTS PAYABLE LIST
KING & QUEEN
DEPT # - 012410 *** Treasurer ***

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$ PAY \$\$
	*** Treasurer ***				
PITNEY BOWES	Maintenance Service Contracts	POSTAGE METER LEASE	3321237829	8/30/2025	436.23
					436.23 *
PITNEY BOWES BANK INC	Postal Services	POSTAGE REQUEST	09/08/2025	9/08/2025	2,000.00
					2,000.00 *
SEARS, STEPHANIE	Mileage - Allowances	MILEAGE	09/02/2025	9/02/2025	34.30
SEARS, STEPHANIE	Mileage - Allowances	MILEAGE	10/01/2025	10/01/2020	39.20
					73.50 *
TRUIST BANK	Convention & Education	STEPHANIE SEARS ROOM	09/25/2025	9/25/2025	432.33
UNIVERSITY OF VIRGINIA	Convention & Education	TAV CERT.	I-00072527	9/15/2025	125.00
UNIVERSITY OF VIRGINIA	Convention & Education	TAV COURSE	I-00072553	9/19/2025	185.00
					742.33 *
OFFICE DEPOT	Office Supplies	OFFICE SUPPLIES	433198282001	8/29/2025	.34-
OFFICE DEPOT	Office Supplies	PAPER/TONER	433396744001	8/29/2025	431.96
SHRED-IT USA, LLC	Office Supplies	SHREDDING	8011928613	8/31/2025	58.69
					490.31 *
				TOTAL	3,742.37

10/08/2025
 AP375
 FUND # - 100

FROM DATE-10/14/2025
 TO DATE- 10/14/2025

ACCOUNTS PAYABLE LIST
 KING & QUEEN
 DEPT # - 012510 *** Information Technology ***

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$ PAY \$\$
-----	-----	-----	-----	----	-----
	*** Information Technology ***				
CENTURYLINK BUSINESS	Communications/Phone & Interne	LONG DISTANCE	752829090	10/24/2025	26.38
					26.38 *
AMAZON CAPITAL SERVICES	Office Supplies/Software Upgra	MOBILE SCANNER	1GML-HWC3-Y3NF	9/10/2025	254.99
AMAZON CAPITAL SERVICES	Office Supplies/Software Upgra	KEYBOARD/USB-C	1W1P-3LW1-4Y1X	9/23/2025	77.96
AMAZON CAPITAL SERVICES	Office Supplies/Software Upgra	IT SUPPLIES	131M-RDWT-7MRK	9/05/2025	111.96
AMAZON CAPITAL SERVICES	Office Supplies/Software Upgra	KEYBOARD/USB-C	16XC-NTJX-DKML	9/22/2025	38.98
SUMMIT BUSINESS ASSOCIATE	Office Supplies/Software Upgra	AS400 ONLINE BACKUP	2025349	9/30/2025	655.00
HORNS MIDDLESEX ACE HARDWA	Office Supplies/Software Upgra	TOOLS	217770/1	9/12/2025	88.56
					1,227.45 *
CDW-GOVERNMENT, INC	EDP Equipment - County	SURFACE PRO/SUPPLIES	AF8HF8I	9/04/2025	3,880.92
					3,880.92 *
BAI MUNICIPAL SOFTWARE	Tech Support Fee - BAI	ANNUAL TECH SUPPORT	WATS2026A-5170	9/08/2025	18,602.00
					18,602.00 *
RICOH AMERICAS CORP.	COPIER LEASES	COPIER LEASES	9033343794	9/24/2025	371.37
RICOH USA, INC.	COPIER LEASES	COPIER LEASES	9033328318	9/13/2025	1,761.50
					2,132.87 *
CONSOCIATE MEDIA, LLC	WEBSITE MAINTENANCE	WEB SUPPORT	6367	9/24/2025	200.00
					200.00 *
CDW-GOVERNMENT, INC	EDP Equipment - Rescue Service	WIRELESS ROUTERS	AF8IC6G	9/05/2025	11,995.10
					11,995.10 *
				TOTAL	38,064.72

10/08/2025
AP375
FUND # - 100

FROM DATE-10/14/2025
TO DATE- 10/14/2025

ACCOUNTS PAYABLE LIST
KING & QUEEN
DEPT # - 013100 *** Electoral Board ***

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$	PAY	\$\$
RAPPAHANNOCK TIMES	*** Electoral Board *** Advertising	ELECTION NOTICE	CL09142504	9/19/2025	162.00		162.00 *
B.W. MURRAY & CO. INC.	IT Security Assessment	IT SECURITY ASSES.	2366	9/20/2025	629.73		629.73 *
HART INTERCIVIC	Election Coding/Hart	BALLOT SERVICE 11/25	INV003801	9/09/2025	4,053.33		4,053.33 *
				TOTAL	4,845.06		

10/08/2025
AP375
FUND # - 100

FROM DATE-10/14/2025
TO DATE- 10/14/2025

ACCOUNTS PAYABLE LIST
KING & QUEEN
DEPT # - 021200 *** General District Court ***

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$ PAY \$\$
	*** General District Court ***				
RICOH AMERICAS CORP.	Lease/Rent of Equipment	COPIER LEASE	40869033	9/12/2025	98.23
					98.23 *
BARBOUR PRINTING SERVICES	Office Supplies	ARRAIGNMENT FORMS	0553-25	4/10/2025	101.48
					101.48 *
				TOTAL	199.71

10/08/2025
AP375
FUND # - 100

FROM DATE-10/14/2025
TO DATE- 10/14/2025

ACCOUNTS PAYABLE LIST
KING & QUEEN
DEPT # - 021501 *** 9th Dist Court Service Unit ***

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$ PAY \$\$
MIDDLE PENINSULA JUVENILE	Merrimac Center	FY 26 2ND QTR.	101270	10/01/2025	1,991.00
				TOTAL	1,991.00 *

10/08/2025
AP375
FUND # - 100

FROM DATE-10/14/2025
TO DATE- 10/14/2025

ACCOUNTS PAYABLE LIST
KING & QUEEN
DEPT # - 021600 *** Clerk of Circuit Court ***

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$ PAY \$\$
	*** Clerk of Circuit Court ***				
REED, PATRICIA	Mileage	MILEAGE	09/30/2025	9/30/2025	71.40
ROBINSON, HATTIE	Mileage	KEYS/VCCA CONFERENCE	09/29/2025	9/29/2025	505.40
THOMAS, VICTORIA N.	Mileage	MILEAGE	09/29/2025	9/29/2025	71.40
					648.20 *
ROBINSON, HATTIE	Convention & Education	KEYS/VCCA CONFERENCE	09/29/2025	9/29/2025	532.25
					532.25 *
OFFICE DEPOT	Office Supplies	PAPER & BATTERIES	438905585001	9/12/2025	165.64
OFFICE DEPOT	Office Supplies	OFFICE SUPPLIES	438905585001	9/12/2025	179.99-
OFFICE DEPOT	Office Supplies	LABELS	438949675001	9/12/2025	177.99
OFFICE DEPOT	Office Supplies	OFFICE SUPPLIES	438949675001	9/12/2025	179.99
AMAZON CAPITAL SERVICES	Office Supplies	OFFICE SUPPLIES	1MRC-71Y7-7KM6	9/16/2025	43.11
AMAZON CAPITAL SERVICES	Office Supplies	OFFICE SUPPLIES	1XQR-6JM-47WJ	9/15/2025	72.80
ROBINSON, HATTIE	Office Supplies	KEYS/VCCA CONFERENCE	09/29/2025	9/29/2025	10.51
					470.05 *
C. W. WARTHEN COMPANY	Microfilming & Indexing	CASEBINDERS	56532	9/26/2025	754.61
TREASURER OF VIRGINIA	Microfilming & Indexing	COMPUTER/SCANNER	26-KINPC-0291	9/15/2025	1,525.00
					2,279.61 *
WYATT-OGG FURNITURE	Furniture & Fixtures	CIRCUIT COURT	75430	9/17/2025	3,737.97
					3,737.97 *
				TOTAL	7,668.08

10/08/2025
 AP375
 FUND # - 100

FROM DATE-10/14/2025
 TO DATE- 10/14/2025

ACCOUNTS PAYABLE LIST
 KING & QUEEN
 DEPT # - 031200 *** Sheriff ***

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$ PAY \$\$
-----	-----	-----	-----	----	-----
	*** Sheriff ***				
SHRED-IT USA, LLC	Maintenance Service Contracts	SHREDDING	8012023530	9/18/2025	135.35
					135.35 *
VERIZON SOUTH, INC.	Telecommunications	769 LINES	130735036 8/25	8/12/2025	217.81
VERIZON SOUTH, INC.	Telecommunications	785 LINES	130831222 8/25	8/27/2025	150.45
VERIZON SOUTH, INC.	Telecommunications	785 - 769 CONNECTION	24448578 8/25	8/31/2025	38.64
VERIZON WIRELESS	Telecommunications	WIRELESS DEVICES	6123926368	9/19/2025	1,162.96
					1,569.86 *
AMAZON CAPITAL SERVICES	Office Supplies	OFFICE SUPPLIES	1PPN-XVJ4-19RW	7/31/2025	114.00
AMAZON CAPITAL SERVICES	Office Supplies	OFFICE SUPPLIES	1Q63-P6VJ-RNL3	8/12/2025	104.99
					218.99 *
VIRGINIA PENINSULA PUBLIC	Vehicle Maintenance & Repair	VEHICLE MAINTENANCE	32713	9/15/2025	657.50
DANNY'S GLASS	Vehicle Maintenance & Repair	WINDSHIELD - TAURUS	838044	9/12/2025	465.03
TIG'S AUTOMOTIVE REFINISH	Vehicle Maintenance & Repair	INS. CLAIM- #28631	15487	9/15/2025	2,026.98
IMAGES IN ART SIGNS	Vehicle Maintenance & Repair	SHERIFF CAR GRAPHICS	8205	9/08/2025	1,250.00
					4,399.51 *
MANSFIELD OIL COMPANY	Vehicle & Equipment Fuel	FUEL-VOYAGER RETAIL	1122013	9/17/2025	3,130.78
					3,130.78 *
GALL'S LLC	Police Supplies	FLASHLIGHTS	032498090	9/10/2025	768.95
					768.95 *
WITMER PUBLIC SAFETY	Uniforms & Wearing Apparel	UNIFORMS/FREIGHT	752100	9/22/2025	135.06
WITMER PUBLIC SAFETY	Uniforms & Wearing Apparel	UNIFORM EQUIP.	752807	9/23/2025	189.40
WITMER PUBLIC SAFETY	Uniforms & Wearing Apparel	BADGES	755517	9/29/2025	24.00
					348.46 *
VERNONPSYD, LLC	Employee Hiring Processing	WELLNESS PHYSICALS	79957	9/29/2025	350.00
					350.00 *
VERIZON WIRELESS SERVICES,	General Investigation	INVESTIGATION DOC	9022413624	9/23/2025	75.00
VERIZON WIRELESS SERVICES,	General Investigation	INVESTIGATION DOC	9022413626	9/23/2025	75.00
PRIMIS BANK	General Investigation	DOCUMENT SUBPOENA	09/10/2025	9/10/2025	60.00
					210.00 *
				TOTAL	11,131.90

10/08/2025
AP375
FUND # - 100

FROM DATE-10/14/2025
TO DATE- 10/14/2025

ACCOUNTS PAYABLE LIST
KING & QUEEN
DEPT # - 031400 *** E911 ***

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$ PAY \$\$
-----	-----	-----	-----	----	-----
AT&T	*** E911 *** E911 PHONE LINES	911 PHONE LINES	2344356016	9/16/2025	3,458.40
				TOTAL	3,458.40 *

10/08/2025
 AP375
 FUND # - 100

FROM DATE-10/14/2025
 TO DATE- 10/14/2025

ACCOUNTS PAYABLE LIST
 KING & QUEEN
 DEPT # - 032302 *** Rescue Services ***

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$ PAY \$\$
-----	-----	-----	-----	----	-----
	*** Rescue Services ***				
OFFICE DEPOT	Office Supplies	PAPER & BATTERIES	438905585001	9/12/2025	246.11
AMAZON CAPITAL SERVICES	Office Supplies	OFFICE SUPPLIES	1WK6-X6WM-FPFM	9/22/2025	18.78
					264.89 *
LIFE-ASSIST, INC	Medical Supplies	BODY STRAP SYSTEM	1628930	8/15/2025	60.82
LIFE-ASSIST, INC	Medical Supplies	MEDICAL SUPPLIES	1640737	9/24/2025	552.60
					613.42 *
VIRGINIA PENINSULA PUBLIC	Vehicle Maintenance	EMS VEHICLE MAINT.	32712	9/15/2025	275.00
ATLANTIC EMERGENCY	Vehicle Maintenance	REPAIR AC	15726RIC	9/18/2025	9,429.47
ATLANTIC EMERGENCY	Vehicle Maintenance	CREDIT	3124HAM	2/16/2021	94.51-
					9,609.96 *
MANSFIELD OIL COMPANY	Vehicle Fuel	EMS FUEL	1122130	9/17/2025	920.32
					920.32 *
GALL'S LLC	Uniforms	TACLITE SHIRT	032451892	9/05/2025	202.62
ANTON, MATTHEW	Uniforms	WORK BOOTS	09182025	9/18/2025	150.00
					352.62 *
AMAZON CAPITAL SERVICES	REGULATED MEDICAL SUPPLY/PHARM	OFFICE SUPPLIES	1WK6-X6WM-FPFM	9/22/2025	12.99
					12.99 *
NNPDC	NNPDC Ambulance Billing Fee	SEPT. EMS BILLING	09/30/25	9/30/2025	1,766.63
					1,766.63 *
				TOTAL	13,540.83

10/08/2025
 AP375
 FUND # - 100

FROM DATE-10/14/2025
 TO DATE- 10/14/2025

ACCOUNTS PAYABLE LIST
 KING & QUEEN
 DEPT # - 032400 *** Radio Communications ***

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$ PAY \$\$
-----	-----	-----	-----	----	-----
	*** Radio Communications ***				
CARTER MACHINERY CO, INC	Repair & Maint Generators	REPLACE BATTERY	2099836	9/11/2025	939.46
					939.46 *
ID NETWORKS	Maintenance Service Contracts	ANNUAL MAINT/CAD	284681	10/01/2025	20,516.00
					20,516.00 *
RAPPAHANNOCK ELECTRIC	Electrical Services	244 LAKE POND RD	114292001 9/25	9/19/2025	468.57
RAPPAHANNOCK ELECTRIC	Electrical Services	490 CANTERBURY RD	114292002 9/25	9/18/2025	343.43
RAPPAHANNOCK ELECTRIC	Electrical Services	8786 NEWTOWN RD	114292003 9/25	9/16/2025	454.97
					1,266.97 *
CARTER MACHINERY CO, INC	Maintenance Contracts - Genera	SERVICE GENERATOR	209443	9/04/2025	332.85
CARTER MACHINERY CO, INC	Maintenance Contracts - Genera	SERVICE GENERATOR	209444	9/04/2025	539.20
CARTER MACHINERY CO, INC	Maintenance Contracts - Genera	SERVICE GENERATOR	2094441	9/04/2025	679.59
CARTER MACHINERY CO, INC	Maintenance Contracts - Genera	SERVICE GENERATOR	2094442	9/04/2025	304.90
CARTER MACHINERY CO, INC	Maintenance Contracts - Genera	SERVICE GENERATOR	2095462	9/05/2025	539.20
					2,395.74 *
SBA TOWERS, INC.	Tower Rent - Shacklefords Site	TOWER LEASE	IN30647805	10/01/2025	8,370.63
					8,370.63 *
				TOTAL	33,488.80

10/08/2025
AP375
FUND # - 100

FROM DATE-10/14/2025
TO DATE- 10/14/2025

ACCOUNTS PAYABLE LIST
KING & QUEEN
DEPT # - 033400 *** Regional Jail ***

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$ PAY \$\$
-----	-----	-----	-----	----	-----
MIDDLE PENINSULA	*** Regional Jail *** Payment to Joint Operation	FY 26 2ND QTR.	1010	10/01/2025	179,201.36 179,201.36 * TOTAL 179,201.36

10/08/2025
AP375
FUND # - 100

FROM DATE-10/14/2025
TO DATE- 10/14/2025

ACCOUNTS PAYABLE LIST
KING & QUEEN
DEPT # - 034500 *** Building Inspections ***

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$ PAY \$\$
-----	-----	-----	-----	----	-----
	*** Building Inspections ***				
OFFICE DEPOT	Office Supplies	LEGAL PADS	438949677001	9/14/2025	70.09
					70.09 *
MANSFIELD OIL COMPANY	Vehicle Fuel	FUEL	1122010	9/17/2025	127.69
					127.69 *
				TOTAL	197.78

10/08/2025
AP375
FUND # - 100

FROM DATE-10/14/2025
TO DATE- 10/14/2025

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

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$ PAY \$\$
	*** Animal Control ***				
VERIZON WIRELESS	Telecommunications	WIRELESS DEVICES	6123926368	9/19/2025	80.02
					80.02 *
VIRGINIA PENINSULA PUBLIC	Vehicle Maintenance	VEHICLE MAINTENANCE	32713	9/15/2025	47.50
					47.50 *
				TOTAL	127.52

10/08/2025
 AP375
 FUND # - 100

FROM DATE-10/14/2025
 TO DATE- 10/14/2025

ACCOUNTS PAYABLE LIST
 KING & QUEEN
 DEPT # - 043200 *** General Properties ***

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$ PAY \$\$
-----	-----	-----	-----	----	-----
	*** General Properties ***				
JAMES RIVER AIR	Repairs & Maintenance	RPR HVAC/ADMIN BDG	S410757	8/31/2025	1,027.40
BFPE INTERNATIONAL	Repairs & Maintenance	SERVICE EXTINGUISHER	3273308	9/19/2025	530.00
MASTER ELECTRICAL SERVICES	Repairs & Maintenance	SVC LIBRARY BUILDING	J008126	9/15/2025	2,570.00
					4,127.40 *
SYDNOR HYDRO, INC.	Water System Testing	MAINT. CONTRACT	9976	10/01/2025	350.00
					350.00 *
DOMINION ENERGY VIRGINIA	Electrical Services	LIGHTING ACCOUNT	002539892311	9/24/2025	150.79
DOMINION ENERGY VIRGINIA	Electrical Services	LIGHTING ACCOUNT	006106939421	9/24/2025	172.12
DOMINION ENERGY VIRGINIA	Electrical Services	5-B	008305983002	9/18/2025	73.96
DOMINION ENERGY VIRGINIA	Electrical Services	EMS PARKING	09/03/2025	9/03/2025	28.30
					425.17 *
VERIZON SOUTH, INC.	Telecommunications	ANALOG LINES	7770101957 8/25	8/03/2025	422.31
					422.31 *
AMAZON CAPITAL SERVICES	Janitorial Supplies	CLEANING SUPPLIES	1HRK-LYXX-Y3JR	9/10/2025	42.00
					42.00 *
TRUIST BANK	Vehicle & Equipment Fuel	3 GAS CANS	09/25/2025	9/25/2025	37.84
TRUIST BANK	Vehicle & Equipment Fuel	06 GMC 2500	09/25/2025	9/25/2025	72.60
MANSFIELD OIL COMPANY	Vehicle & Equipment Fuel	FUEL	1122010	9/17/2025	136.40
MANSFIELD OIL COMPANY	Vehicle & Equipment Fuel	FUEL	1122010	9/17/2025	71.15
					317.99 *
OFFICE DEPOT	Building Supplies	PAPER & BATTERIES	438905585001	9/12/2025	13.24
					13.24 *
SERVICEMASTER OF THE	Custodial Service	JANITOR SERVICES	6956	10/01/2025	4,400.00
					4,400.00 *
U-LINE	Tools & Equipment	PALLET TRUCK	198197844	9/19/2025	725.27
					725.27 *
				TOTAL	10,823.38

10/08/2025
AP375
FUND # - 100

FROM DATE-10/14/2025
TO DATE- 10/14/2025

ACCOUNTS PAYABLE LIST
KING & QUEEN
DEPT # - 043300 *** Marriott School Facility ***

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$	PAY	\$\$
DOMINION ENERGY VIRGINIA	*** Marriott School Facility *** Electrical Service	MARRIOTT SCHOOL	007823700310	9/18/2025	186.10		
				TOTAL	186.10	*	186.10

10/08/2025
AP375
FUND # - 100

FROM DATE-10/14/2025
TO DATE- 10/14/2025

ACCOUNTS PAYABLE LIST
KING & QUEEN
DEPT # - 043400 *** Station 8/Shacklefords ***

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$	PAY	\$\$
	*** Station 8/Shacklefords ***						
DOMINION ENERGY VIRGINIA	Electrical Service	STATION 8	005785160580	9/25/2025	255.10		
					255.10	*	
HD SUPPLY	Janitorial Supplies	JANITORIAL SUPPLIES	893664805	9/15/2025	274.94		
					274.94	*	
AMAZON CAPITAL SERVICES	Facility Supplies	OFFICE SUPPLIES	1WK6-X6WM-FPFM	9/22/2025	37.32		
					37.32	*	
GFL ENVIROMENTAL	Dumpster Service	STATION 8	KA0002920404	9/15/2025	344.74		
					344.74	*	
				TOTAL	912.10		

10/08/2025
AP375
FUND # - 100

FROM DATE-10/14/2025
TO DATE- 10/14/2025

ACCOUNTS PAYABLE LIST
KING & QUEEN
DEPT # - 043500 *** Station 2/Marriott School ***

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$	PAY	\$\$
	*** Station 2/Marriott School ***						
DOMINION ENERGY VIRGINIA	ELECTRICAL SERVICE	STATION 2	004314102924	9/18/2025	156.29		156.29 *
GFL ENVIROMENTAL	DUMPSTER SERVICE	MARRIOTT SCHOOL	KA0002945954	9/15/2025	246.70		246.70 *
				TOTAL			402.99

10/08/2025
AP375
FUND # - 100

FROM DATE-10/14/2025
TO DATE- 10/14/2025

ACCOUNTS PAYABLE LIST
KING & QUEEN
DEPT # - 043600 *** GENERAL PROPERTIES - HUB33 ***

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$ PAY \$\$
	*** GENERAL PROPERTIES - HUB33 ***				
HD SUPPLY	CLEANING SUPPLIES	HAND TOWELS	893253666	9/11/2025	29.46 29.46 *
RICOH AMERICAS CORP. RICOH USA, INC.	COPIER LEASE - MPPDC COPIER LEASE - MPPDC	COPIER LEASES COPIER LEASES	9033343794 9033328318	9/24/2025 9/13/2025	298.63 79.22 377.85 *
HAYES & COMPANY CLEANING L	CUSTODIAL SERVICE	HUB 33 CLEANING	09/28/2025	9/28/2025	1,400.00 1,400.00 *
RICOH USA, INC.	COPIER LEASE - SUITE 200	COPIER LEASES	9033328318	9/13/2025	233.05 233.05 *
				TOTAL	2,040.36

10/08/2025
AP375
FUND # - 100

FROM DATE-10/14/2025
TO DATE- 10/14/2025

ACCOUNTS PAYABLE LIST
KING & QUEEN
DEPT # - 071100 *** COMMUNITY PROGRAMMING ***

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$ PAY \$\$
COUNTRY COURIER	*** COMMUNITY PROGRAMMING *** ADVERTISING	FALL FUN NIGHT AD	18402	9/24/2025	290.00
				TOTAL	290.00 *

10/08/2025
AP375
FUND # - 100

FROM DATE-10/14/2025
TO DATE- 10/14/2025

ACCOUNTS PAYABLE LIST
KING & QUEEN
DEPT # - 073200 *** Public Library ***

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$ PAY \$\$
*** Public Library ***					
MASTER ELECTRICAL SERVICES	Repairs & Maintenance	SVC LIBRARY BUILDING	J008126	9/15/2025	2,924.00
					2,924.00 *
DOMINION ENERGY VIRGINIA	Electrical Services	LIBRARY	002571861216	9/18/2025	132.76
DOMINION ENERGY VIRGINIA	Electrical Services	LIBRARY	002967503158	9/18/2025	155.50
					288.26 *
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	BOOKS/SUPPLIES	17MC-KV7M-14FV	9/15/2025	11.28
					11.28 *
AMAZON CAPITAL SERVICES	LIBRARY SUPPLIES	BOOKS/SUPPLIES	14T3-9RLX-G94X	9/09/2025	41.87
					41.87 *
INGRAM LIBRARY SERVICES MUMS & BUBS	SERVICES/LIBRARY PROGRAMS	BOOKS & MATERIALS	90321455	9/08/2025	26.02
	SERVICES/LIBRARY PROGRAMS	LIBRARY PROGRAM	TT-250910	9/28/2025	300.00
					326.02 *
GFL ENVIROMENTAL	Dumpster Service	MARRIOTT SCHOOL	KA0002945954	9/15/2025	246.70
					246.70 *
RICOH AMERICAS CORP.	LIBRARY ROOM SCHEDULING CALEND	COPIER LEASES	9033343794	9/24/2025	23.82
					23.82 *
AMAZON CAPITAL SERVICES	BOOKS/LIBRARY COLLECTION	BOOKS	1FL-V413-17VR	9/29/2025	27.00
AMAZON CAPITAL SERVICES	BOOKS/LIBRARY COLLECTION	BOOKS	1LHQ-HVJN-QKHX	9/14/2025	35.71
AMAZON CAPITAL SERVICES	BOOKS/LIBRARY COLLECTION	CREDIT	1LRW-PT3D-3Y3G	9/15/2025	2.61-
AMAZON CAPITAL SERVICES	BOOKS/LIBRARY COLLECTION	BOOKS	1L1K-X9HD-14WW	9/29/2025	212.19
AMAZON CAPITAL SERVICES	BOOKS/LIBRARY COLLECTION	BOOKS	1WPC-R4WK-LY77	9/22/2025	16.50
AMAZON CAPITAL SERVICES	BOOKS/LIBRARY COLLECTION	BOOKS	1WXP-LD43-4NVJ	9/23/2025	22.98
AMAZON CAPITAL SERVICES	BOOKS/LIBRARY COLLECTION	BOOKS	1YTP-1YVQ-3PXR	9/25/2025	71.03
AMAZON CAPITAL SERVICES	BOOKS/LIBRARY COLLECTION	BOOKS	14QY-T7WN-LYQR	9/13/2025	119.82
AMAZON CAPITAL SERVICES	BOOKS/LIBRARY COLLECTION	BOOKS/SUPPLIES	14T3-9RLX-G94X	9/09/2025	92.36
AMAZON CAPITAL SERVICES	BOOKS/LIBRARY COLLECTION	BOOKS/SUPPLIES	17MC-KV7M-14FV	9/15/2025	112.62
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	BOOKS	9031457	9/08/2025	15.27
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	BOOKS	90321451	9/08/2025	68.39
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	BOOKS	90321452	9/08/2025	9.63
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	BOOKS	90321453	9/08/2025	44.55
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	BOOKS	90321454	9/08/2025	63.17
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	BOOKS & MATERIALS	90321455	9/08/2025	26.56
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	BOOKS	90321456	9/08/2025	15.60
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	BOOKS	90447752	9/12/2025	19.93
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	BOOKS	90447753	9/12/2025	158.03
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	BOOKS	90447754	9/12/2025	17.56
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	BOOKS	90447755	9/12/2025	13.97
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	BOOKS	90447756	9/12/2025	18.96
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	BOOKS	90670278	9/22/2025	65.20
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	BOOKS	90670279	9/22/2025	14.39
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	BOOKS	90670280	9/22/2025	19.24
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	BOOKS	90744088	9/24/2025	25.66
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	BOOKS	90770846	9/25/2025	34.92
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	BOOKS	90770847	9/25/2025	12.82
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	BOOKS	90770848	9/25/2025	8.99

10/08/2025
AP375
FUND # - 100

FROM DATE-10/14/2025
TO DATE- 10/14/2025

ACCOUNTS PAYABLE LIST
KING & QUEEN
DEPT # - 073200 *** Public Library ***

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$ PAY \$\$
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	BOOKS	90770849	9/25/2025	126.91
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	BOOKS	90770850	9/25/2025	246.93
INGRAM LIBRARY SERVICES	BOOKS/LIBRARY COLLECTION	BOOKS	90770851	9/25/2025	14.39
					1,748.67 *
CONSOCIATE MEDIA, LLC	Website Maintenance	WEB SUPPORT	6367	9/24/2025	200.00
					200.00 *
				TOTAL	5,810.62

10/08/2025
AP375
FUND # - 100

FROM DATE-10/14/2025
TO DATE- 10/14/2025

ACCOUNTS PAYABLE LIST
KING & QUEEN
DEPT # - 081201 *** Tourism Development ***

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$ PAY \$\$
CONSOCIATE MEDIA, LLC	VTC "DRIVE" TOURISM GRANT	VTC DRIVE	6368	9/24/2025	1,600.00
				TOTAL	1,600.00 *

10/08/2025
AP375
FUND # - 100

FROM DATE-10/14/2025
TO DATE- 10/14/2025

ACCOUNTS PAYABLE LIST
KING & QUEEN
DEPT # - 081600 *** Airport Authority ***

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$ PAY \$\$
-----	-----	-----	-----	----	-----
MIDDLE PENINSULA REGIONAL	*** Airport Authority *** Airport Authority	FY 25-26 MEMBERSHIP	117443	10/01/2025	25,000.00
				TOTAL	25,000.00 *

10/08/2025
AP375
FUND # - 100

FROM DATE-10/14/2025
TO DATE- 10/14/2025

ACCOUNTS PAYABLE LIST
KING & QUEEN
DEPT # - 091400 *** Contingency Fund ***

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$ PAY \$\$
	*** Contingency Fund ***				
AMAZON CAPITAL SERVICES	Miscellaneous Contingencies	SUPPLIES-WOMENS CLUB	1GXT-QYMJ-FNGV	9/22/2025	183.90
AMAZON CAPITAL SERVICES	Miscellaneous Contingencies	CREDIT	1NY6-GWWN-1QNC	9/29/2025	17.99-
WILLIAMS SCOTSMAN, INC	Miscellaneous Contingencies	STORAGE CONTAINER	9024570834	9/12/2025	130.25
MOI- RICHMOND	Miscellaneous Contingencies	LAWYER TABLES CTRM	148580	9/22/2025	4,462.96
					4,759.12 *
				TOTAL	4,759.12

10/08/2025
AP375
FUND # - 100

FROM DATE-10/14/2025
TO DATE- 10/14/2025

ACCOUNTS PAYABLE LIST
KING & QUEEN
DEPT # - 096000 *** Expenditure Refunds ***

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$	PAY	\$\$
GREENLINE SERVICE CORP.	STRATA SOLAR EMS FUNDS	TIRES AND RIM	09192025	9/19/2025	741.66		
					741.66	*	
				TOTAL	741.66		
				FUND TOTAL			361,353.50

10/08/2025
AP375
FUND # - 301

FROM DATE-10/14/2025
TO DATE- 10/14/2025

ACCOUNTS PAYABLE LIST
KING & QUEEN
DEPT # - 094100

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$	PAY	\$\$
SKANSKA	Emergency Services Facility	PROJECT MANAGEMENT	2222828-38	10/01/2025	168.00		168.00 *
TESSCO	EMS Response Vehicles	TERMINAL	9400484189	9/17/2025	18.61		18.61 *
				TOTAL	186.61		
				FUND TOTAL	186.61		

10/08/2025
AP375
FUND # - 352 EXPENDITURES

FROM DATE-10/14/2025
TO DATE- 10/14/2025

ACCOUNTS PAYABLE LIST
KING & QUEEN
DEPT # - 095100

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$ PAY \$\$
SKANSKA	KQES CONSTRUCTION	PROJECT MANAGEMENT	2222828-38	10/01/2025	784.00
					784.00 *
				TOTAL	784.00
				FUND TOTAL	784.00
				TOTAL DUE	362,324.11

Approved at meeting of _____ on _____.

Signed _____
Title _____ Date _____

From: [Ammons, Tina \(KOCO\)](#)
To: [Cathy Stevens](#)
Subject: FY25 reimbursements
Date: Thursday, June 26, 2025 3:32:00 PM

Hi Cathy,

I am looking for billings from King William on a couple of items. We have not been billed for our share of the Victim Witness Coordinator which was budgeted at \$18,039 for FY25. We also have not been billed for anything past December 2024 for the Regional Animal Shelter. As the fiscal year closes we are trying to close up as many things as possible.

Thank you,

Tina R. Ammons

Director of Finance
King and Queen County
PO Box 177
King and Queen CH, VA 23085
(804)785-5992

From: [Julie Kaylor](#)
To: [Ammons, Tina \(KOCO\)](#); [Julie Coleman](#)
Cc: [Sharon Mann](#)
Subject: *EXTERNAL SENDER* Re: External: RE: *EXTERNAL SENDER* Fw: K&Q Payments for RAS
Date: Tuesday, September 30, 2025 11:42:45 AM
Attachments: [FY24-25 K&Q Billing.xlsx](#)

Good morning,

Thank you all for your help with this.

I compared the previous invoices to the corrected invoices and have determined the following:

- 1st Quarter FY25: Original invoice \$48,621.08. Corrected Invoice \$48,014.87 = \$606.21 due to K&Q
- 2nd Quarter FY25: Original invoice \$44,881.58. Corrected Invoice \$45,487.80 = \$606.22 due to KWC
 - **The above are a wash and have been paid (through December 2024)**

It appears that K&Q still owes the following for FY25:

- 3rd Quarter FY25: \$54,081.59
- 4th Quarter FY25: \$61,123.78
 - **Total due to KWC \$115,205.37**

[@Ammons, Tina \(KOCO\)](#) - [@Julie Coleman](#) will be back in the office on Friday. I will have her void the other invoices and forward an updated invoice to you for the above. I have attached the FY25 full reconciliation for your reference.

Please let me know if anyone has any questions.

Thank you,

Julie A. Kaylor, CPM
Interim Finance Director
King William County
Direct: 804-769-4935

This email may contain protected information and is for the sole use of the intended recipient. Any other use is prohibited.

From: Julie Kaylor <julie.kaylor@kwc.gov>
Sent: Monday, September 29, 2025 4:33 PM

To: Ammons, Tina (KQCO) <tammons@kingandqueenco.net>

Subject: Re: External: RE: *EXTERNAL SENDER* Fw: K&Q Payments for RAS

I'll get back to you. Thanks!

Julie A. Kaylor
Interim Finance Director
King William County
Direct: 804-769-4935

This email may contain protected information and is for the sole use of the intended recipient. Any other use is prohibited.

From: Ammons, Tina (KQCO) <tammons@kingandqueenco.net>

Sent: Monday, September 29, 2025 4:30 PM

To: Julie Kaylor <julie.kaylor@kwc.gov>

Cc: Julie Coleman <julie.coleman@kwc.gov>; Sharon Mann <sharon.mann@kwc.gov>

Subject: External: RE: *EXTERNAL SENDER* Fw: K&Q Payments for RAS

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Julie,

I just pulled the 2 FY25 billings that we received. I am not sure where the amounts that she has below came from. I have attached what we paid from.

Tina R Ammons

Director of Finance
King and Queen County
PO Box 177
King and Queen CH, VA 23085
(804)785-5992

From: Julie Kaylor <julie.kaylor@kwc.gov>

Sent: Monday, September 29, 2025 4:17 PM

To: Ammons, Tina (KQCO) <tammons@kingandqueenco.net>

Cc: Julie Coleman <julie.coleman@kwc.gov>; Sharon Mann <sharon.mann@kwc.gov>

Subject: *EXTERNAL SENDER* Fw: K&Q Payments for RAS

Hi Tina,

Here is the last information that we find. It looks like K&Q only owes for the 3rd and
th

4 quarters of FY25. We will void the invoices we sent you last week and will reissue.

Thanks and let me know if you find something different.

Julie A. Kaylor
Interim Finance Director
King William County
Direct: 804-769-4935

This email may contain protected information and is for the sole use of the intended recipient. Any other use is prohibited.

From: Julie Kaylor <julie.kaylor@kwc.gov>
Sent: Monday, September 29, 2025 3:04 PM
To: Sharon Mann <sharon.mann@kwc.gov>
Subject: Re: K&Q Payments for RAS

Thank you! I'll confirm this with Tina in K&Q.

Julie A. Kaylor
Interim Finance Director
King William County
Direct: 804-769-4935

This email may contain protected information and is for the sole use of the intended recipient. Any other use is prohibited.

From: Sharon Mann <sharon.mann@kwc.gov>
Sent: Monday, September 29, 2025 2:24 PM
To: Julie Kaylor <julie.kaylor@kwc.gov>
Subject: K&Q Payments for RAS

Julie,

I saw a payment on 7/11/2024 in the amount of \$117,333.14 which matched the spreadsheet "YTD June 2024". Also there was a payment on 11/*18/2024 for \$48,621.08. It looks like the billing for September (1st quarter FY25) was \$48014.87, which is a 606.21 difference.

There is a payment on 3/27/25 for \$44,881.58. It looks like the billing for 2nd quarter 2025 was \$45,487.80, which is also a \$606.22 difference.

I do not see any payments for the 3rd quarter or 4th quarter.

The account I used to see the payments is 204-000100-1005-000.

Sharon Mann
Finance Department
King William County

Animal Shelter Billing Summary
Expense Summary

Account Id	Account Description	2022-2023	2023-2024	2024-2025	2024-2025 Budget
		Prior Rev/Expd	Prior Rev/Expd	Current	Anticipated Spending
204-035200-1100-000-00	SALARIES & WAGES - REGULAR	127,780.30	192,967.19	45,704.32	184,607.76
204-035200-1300-000-00	SALARIES & WAGES - PART TIME	67,506.75	54,296.84	18,209.00	88,500.00
204-035200-2100-000-00	FICA	15,163.77	18,605.01	4,877.89	20,617.00
204-035200-2210-000-00	RETIREMENT - VRS	13,992.68	16,828.15	4,941.52	14,644.00
204-035200-2300-000-00	HOSPITAL/MEDICAL PLANS	39,660.07	34,218.38	8,818.50	38,414.00
204-035200-2400-000-00	GROUP INSURANCE	1,880.76	2,261.71	493.62	2,154.00
204-035200-2510-000-00	NON HYBRID SHORT TERM DISABILITY	275.76	44.84	0.00	309.00
204-035200-2550-000-00	VRS SHORT TERM DISABILITY	696.20	1,279.62	309.46	615.00
204-035200-2600-000-00	UNEMPLOYMENT INSURANCE	347.10	271.38	172.15	814.00
204-035200-2710-000-00	WORKERS' COMPENSATION INSURANCE	1,268.98	1,682.75	0.00	1,500.00
204-035200-3110-000-00	PROFESSIONAL SERVICES - VET	5,053.64	2,923.30	1,560.57	6,000.00
204-035200-3160-000-00	PROFESSIONAL SERVICES - OTHER	146.38	656.50	2,483.67	100.00
204-035200-3310-000-00	REPAIR & MAINTENANCE	14,993.61	4,313.01	1,841.54	13,500.00
204-035200-3320-000-00	REPAIR & MAINTENANCE CONTRACTS	8,429.19	8,770.58	952.35	8,500.00
204-035200-3330-000-00	DATA PROCESSING MAINTENANCE/LICENSE	0	0	0.00	50.00
204-035200-3500-000-00	PRINTING & BINDING	649.70	422.62	0.00	675.00
204-035200-3600-000-00	ADVERTISING	110.00	0	0.00	50.00
204-035200-4101-000-00	DATA PROCESSING	0	0	0.00	11,000.00
204-035200-5110-000-00	ELECTRICAL SERVICES	11,623.14	15,168.89	4,494.12	600.00
204-035200-5210-000-00	POSTAL SERVICES	332.76	173.12	0.00	1,150.00
204-035200-5230-000-00	TELECOMMUNICATIONS PHONES	705.01	0	0.00	1,200.00
204-035200-5231-000-00	TELECOMMUNICATIONS WIRELESS	489.35	381.01	121.41	300.00
204-035200-5304-000-00	PROPERTY INSURANCE	0	34.99	0.00	700.00
204-035200-5305-000-00	MOTOR VEHICLE INSURANCE	284.08	312.29	0.00	400.00
204-035200-5540-000-00	TRAVEL (CONVENTION/EDUCATION)	0	793.29	54.00	120.00
204-035200-5699-000-00	FACILITY & DRUG LICENSES	120.00	120.00	187.00	100.00
204-035200-5810-000-00	DUES & ASSOCIATION MEMBERSHIPS	0	77.25	0.00	2,100.00
204-035200-6001-000-00	OFFICE SUPPLIES	3,233.93	2,327.11	728.62	5,000.00
204-035200-6002-000-00	FOOD SUPPLIES	7,795.58	10,524.03	2,398.75	19,000.00
204-035200-6004-000-00	MEDICAL & LABORATORY SUPPLIES	21,442.66	23,264.73	5,312.74	10,000.00
204-035200-6005-000-00	LAUNDRY/HOUSEKEEPING SUPPLIES	4,757.69	8,733.44	634.13	3,075.00
204-035200-6007-000-00	REPAIR & MAINTENANCE SUPPLIES	912.95	2,876.90	717.44	2,450.00
REGIONAL ANIMAL SHELTER Expenditure Tot		349,652.04	404,328.93	105,012.80	438,244.76

FY25 EXPENSES

INVOICE - 3RD QUARTER FY25

July
August
September
October
November
December
January
February
March
April
May
June

\$93,232.75

\$88,325.82

\$105,012.80

TOTAL EXPENSES - FY25 \$286,571.37

52,506.40 K&Q Share: 50%

1,575.19 Admin Fee: 3%

54,081.59 DUE: 04/1/2025

Animal Shelter Billing Summary
Expense Summary

Account Id	Account Description	2022-2023	2023-2024	2024-2025	2024-2025 Budget
		Prior Rev/Expd	Prior Rev/Expd	Current	Anticipated Spending
204-035200-1100-000-00	SALARIES & WAGES - REGULAR	127,780.30	192,967.19	58,562.61	184,607.76
204-035200-1300-000-00	SALARIES & WAGES - PART TIME	67,506.75	54,296.84	13,357.50	88,500.00
204-035200-2100-000-00	FICA	15,163.77	18,605.01	5,364.76	20,617.00
204-035200-2210-000-00	RETIREMENT - VRS	13,992.68	16,828.15	6,484.74	14,644.00
204-035200-2300-000-00	HOSPITAL/MEDICAL PLANS	39,660.07	34,218.38	10,254.90	38,414.00
204-035200-2400-000-00	GROUP INSURANCE	1,880.76	2,261.71	649.38	2,154.00
204-035200-2510-000-00	NON HYBRID SHORT TERM DISABILITY	275.76	44.84	0.00	309.00
204-035200-2550-000-00	VRS SHORT TERM DISABILITY	696.20	1,279.62	407.16	615.00
204-035200-2600-000-00	UNEMPLOYMENT INSURANCE	347.10	271.38	94.81	814.00
204-035200-2710-000-00	WORKERS' COMPENSATION INSURANCE	1,268.98	1,682.75	0.00	1,500.00
204-035200-3110-000-00	PROFESSIONAL SERVICES - VET	5,053.64	2,923.30	2,212.23	6,000.00
204-035200-3160-000-00	PROFESSIONAL SERVICES - OTHER	146.38	656.50	1,635.71	100.00
204-035200-3310-000-00	REPAIR & MAINTENANCE	14,993.61	4,313.01	3,781.63	13,500.00
204-035200-3320-000-00	REPAIR & MAINTENANCE CONTRACTS	8,429.19	8,770.58	614.61	8,500.00
204-035200-3330-000-00	DATA PROCESSING MAINTENANCE/LICENSE	0	0	0.00	50.00
204-035200-3500-000-00	PRINTING & BINDING	649.70	422.62	229.51	675.00
204-035200-3600-000-00	ADVERTISING	110.00	0	0.00	50.00
204-035200-4101-000-00	DATA PROCESSING	0	0	0.00	11,000.00
204-035200-5110-000-00	ELECTRICAL SERVICES	11,623.14	15,168.89	3,831.02	600.00
204-035200-5210-000-00	POSTAL SERVICES	332.76	173.12	97.35	1,150.00
204-035200-5230-000-00	TELECOMMUNICATIONS PHONES	705.01	0	0.00	1,200.00
204-035200-5231-000-00	TELECOMMUNICATIONS WIRELESS	489.35	381.01	40.47	300.00
204-035200-5304-000-00	PROPERTY INSURANCE	0	34.99	0.00	700.00
204-035200-5305-000-00	MOTOR VEHICLE INSURANCE	284.08	312.29	0.00	400.00
204-035200-5540-000-00	TRAVEL (CONVENTION/EDUCATION)	0	793.29	0.00	120.00
204-035200-5699-000-00	FACILITY & DRUG LICENSES	120.00	120.00	0.00	100.00
204-035200-5810-000-00	DUES & ASSOCIATION MEMBERSHIPS	0	77.25	0.00	2,100.00
204-035200-6001-000-00	OFFICE SUPPLIES	3,233.93	2,327.11	775.92	5,000.00
204-035200-6002-000-00	FOOD SUPPLIES	7,795.58	10,524.03	2,055.20	19,000.00
204-035200-6004-000-00	MEDICAL & LABORATORY SUPPLIES	21,442.66	23,264.73	4,104.21	10,000.00
204-035200-6005-000-00	LAUNDRY/HOUSEKEEPING SUPPLIES	4,757.69	8,733.44	2,195.07	3,075.00
204-035200-6007-000-00	REPAIR & MAINTENANCE SUPPLIES	912.95	2,876.90	1,938.17	2,450.00
REGIONAL ANIMAL SHELTER Expenditure Tot		349,652.04	404,328.93	118,686.96	438,244.76

FY25 EXPENSES

INVOICE - 4TH QUARTER FY25

July		
August		59,343.48 K&Q Share: 50%
September	\$93,232.75	1,780.30 Admin Fee: 3%
October		61,123.78 DUE: 07/1/2025
November		
December	\$88,325.82	
January		
February		
March	\$105,012.80	
April		
May		
June	\$118,686.96	
TOTAL EXPENSES - FY25	\$405,258.33	

King and Queen County Public Schools FY 2025 Revenue Accruals

Regular Accruals:

		Total	July	August	September	October
3-231-024030-0008	Sales Tax	184,124.56	92,644.40	91,480.16		
3-231-25000-0001	Medicaid		116,937.95			
3-231-24104-0007	School Security Grant		40,599.97			
3-231-033084-0010	Title I	83,599.49	73,577.45	10,022.04		
3-231-033084-0067	Title II	13,795.11		13,795.11		
3-231-033084-0086	Title IV	5,377.56		5,377.56		
3-231-033084-0027	Title VIB Flowthrough	69,362.89	49,374.07	19,988.82		
3-231-033084-0395	21st Century	139,306.90	65,021.94	74,284.96		
3-231-033084-0173	Preschool Section 619	3,049.27		3,049.27		
3-231-033084-0048	Carl Perkins	22,208.51	14,980.66	7,227.85		
3-231-033099-0001	JROTC	6,604.03	6,604.03			
3-231-018990-0010	Insurance Adj			1,912.24		
3-231-018990-0012	Other Funds			1,140.00		
	Total Fund 231	527,428.32	459,740.47	228,278.01	0.00	0.00

Note - Title VB

688,018.48

AGENDA: October 14, 2025 Regular Meeting

ITEM #6:

Approval of Davenport Financing Recommendation

ACTION REQUESTED:

Representative from Davenport will be present to provide background and recommendation action on this item.

ATTACHMENTS:

- Financing Resolution
- Bond Documents

**RESOLUTION OF THE BOARD OF SUPERVISORS OF
KING AND QUEEN COUNTY, VIRGINIA**

WHEREAS, King and Queen County, Virginia (**the “County”**) requested Davenport & Company LLC (**the “Financial Advisor”**) to prepare a Request for Proposal (**the “RFP”**) to obtain financing proposals to finance various County and School Board capital projects, including, but not limited to, school facilities, County emergency services facilities, and County and school vehicles (**together, the “Project”**); and

WHEREAS, the Financial Advisor has received responses to the RFP that would finance the Project for the benefit of the County and, after reviewing the responses, the Financial Advisor has recommended that the Board of Supervisors of the County (**the “Board of Supervisors”**) select the proposal dated October 3, 2025 (**the “Proposal”**) from Huntington Public Capital Corporation (**the “Lender”**); and

WHEREAS, the Board of Supervisors has reviewed responses to the RFP and the recommendation of the Financial Advisor and has determined that the Proposal is the most beneficial response to the RFP and provides attractive financing terms to finance the Project, and the Board of Supervisors on behalf of the County desires to accept the Proposal; and

WHEREAS, the Board of Supervisors now requests the Economic Development Authority of the County of King and Queen, Virginia, (**the “Authority”**) to (a) issue, offer and sell its (i) lease revenue bond in an amount not to exceed \$6,500,000 (**the “Bond”**) to finance the Project, including costs of issuing the Bond, (b) lease the County administration building, or if replacement property is necessary, then other County facilities, subject to approval by the Lender (**together, the “Leased Property”**) for a term approximately five years longer than the term of the Bond under a ground lease, and in turn, lease the Leased Property to the County for a term not to exceed the term of the Bond under a lease agreement with the Authority and, (c) secure the Bond by an assignment of its rights under such lease agreement (except the right to receive indemnification, to receive notices and to give consents and to receive its administrative expenses) under an assignment agreement, which is to be acknowledged and consented to by the Lender and the County, all in accordance with a bond purchase agreement among the Lender, the County and the Authority; and

WHEREAS, there has been presented to this meeting drafts of the following documents (**collectively, the “Documents”**) in connection with the transactions described above, copies of which shall be filed with the records of the Board of Supervisors:

- a. a Ground Lease, dated as of November 1, 2025, between the County and the Authority (**the “Ground Lease”**) conveying to the Authority a leasehold interest in the Leased Property;
- b. a Lease Agreement, dated as of November 1, 2025, between the Authority and the County (**the “Lease Agreement”**) conveying to the County a leasehold interest in the Leased Property;

- c. a Bond Purchase Agreement, dated as of November 1, 2025 among the Authority, the County and the Lender, pursuant to which the Bond is to be issued (**the “Bond Purchase Agreement”**);
- d. an Assignment Agreement, dated as of November 1, 2025 between the Authority and the Lender, assigning to the Lender certain of the Authority’s rights under the Lease Agreement and the Ground Lease, which is to be acknowledged and consented to by the County (**the “Assignment Agreement”**); and
- e. a specimen Bond.

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of King and Queen County, Virginia:

1. The Board of Supervisors hereby accepts the Proposal and instructs the County Administrator, the County Treasurer, the County Attorney, the Financial Advisor, Sands Anderson PC as bond counsel to the County (**“Bond Counsel”**) and other County employees and representatives as necessary to take all such action as necessary or appropriate to conclude the financing as authorized by this Resolution and for the issuance of the Bond of the Authority based upon the recommendation of the Financial Advisor.
2. All costs and expenses in connection with the undertaking of the financing of the Project, and the issuance of the Bond, including the Authority’s expenses, the fees and expenses of the County, and the fees and expenses of Bond Counsel, the County Attorney, the Financial Advisor and the Lender, and other fees and expenses related thereto, for the sale of the Bond, shall be paid from the proceeds therefrom or other funds of the County. If for any reason the Bond is not issued, it is understood that all such expenses shall be paid by the County and that the Authority shall have no responsibility therefor.
3. The following plan for financing the Project is approved, and the County requests the Authority to take such action consistent with this plan of financing. The Authority shall use a portion of the proceeds from the issuance of the Bond to finance the Project and shall lease the Leased Property from the County for a lease term of approximately five years longer than the term of the Lease Agreement and lease the Leased Property to the County for a lease term not less than the full term of the Bond at a rent sufficient to pay when due the interest and principal on the Bond. The obligation of the Authority to pay principal and interest on the Bond will be limited to rent payments received from the County under the Lease Agreement. The obligation of the County to pay rent under the Lease Agreement will be subject to the Board of Supervisors of the County making annual appropriations for such purpose. The Board of Supervisors on behalf of the County has adopted this resolution as its moral obligation to the repayment of the Bond and the Board of Supervisors recommends and requests future Boards to appropriate amounts payable under the Lease Agreement. The Bond will be secured by an Assignment Agreement to the Lender, and any subsequent assignee of the Lender, as the holder thereof. If the Board of Supervisors exercises its right not to appropriate money

for rent payments, the Lender may terminate the Lease Agreement or otherwise exclude the County from possession of the Leased Property. The issuance of the Bond on the terms set forth in the Bond Purchase Agreement is hereby approved.

4. The Board of Supervisors hereby approves the Documents and the form of the Bond in an approximate aggregate amount not to exceed \$6,500,000 with a fixed interest rate not to exceed 3.94% with a term maturing no later than December 31, 2030, subject to other terms as set forth therein with such changes, including but not limited to changes in the obligations being refunded, refinanced, prepaid and redeemed, amounts for such series, dates, amortization, payment dates and rates as may be approved by the officer executing it whose signature shall be conclusive evidence of his approval of the same and whose execution of the Documents shall be conclusive evidence of such approval.
5. The Chairman or Vice Chairman of the Board of Supervisors, or either of them, and the County Administrator (**each, an “Authorized Representative”**) are each hereby authorized and directed to execute the Documents and such other instruments and documents as are necessary to create and perfect a complete assignment of the rents and profits due or to become due in favor of the Lender with such changes, including but not limited to changes in amounts, dates, amortization, payment dates and rates as may be approved by the officer executing it whose signature shall be conclusive evidence of his approval of the same, to issue the Bond, to finance the Project, and to lease the Leased Property, and all such actions are hereby confirmed and ratified.
6. Each Authorized Representative and such other officers of the County as are requested are hereby authorized and directed to execute, deliver and file all certificates and documents and to take all such further action as they may consider necessary or desirable in connection with the issuance and sale of the Bond and the execution and delivery of the Documents, including without limitation, (a) the execution and delivery of a tax and non-arbitrage certificate setting forth, among other things, the expected use and investment of the proceeds of the Bond to show that such expected use and investment will not violate the provisions of Section 148 of the Internal Revenue Code of 1986, as amended (**the “Code”**), and regulations thereunder, applicable to “arbitrage bonds,” (b) making any elections that such officers deem desirable regarding any provision requiring rebate to the United States of “arbitrage profits” earned on investment of proceeds of the Bond, if any, (c) providing for the County to pay any such rebate amount, (d) filing Internal Revenue Service Form 8038-G in relation to the Bond, and (e) taking all such further action as they may consider necessary or desirable in connection with the issuance and sale of the Bond and the undertaking of the financing of the Project.
7. The Leased Property is hereby declared to be essential to the efficient operation of the County, and the Board of Supervisors anticipates that the Leased Property will continue to be essential to the operation of the County during the term of the Lease Agreement.
8. The Board of Supervisors consents to Sands Anderson PC serving as Bond Counsel to the County and acting in such capacity as well as special counsel to the Authority in this financing.

9. The Board of Supervisors on behalf of the County hereby designates to the Bond the “small issuer exception” to the rebate requirements of Section 148(f)(2) and (3) of the Code pursuant to Section 148(f)(D)(vii) of the Code, as the Authority is a subordinate entity of the County under Section 148(f)(4)(D) of the Code and the County is a governmental unit with general taxing powers, no note or bond which is a part of the Bond will be a private activity bond, 95% or more of the net proceeds of the Bond are to be used for local governmental activities of the County, and the aggregate face amount of all tax-exempt bonds, excluding private activity bonds to be issued by the County and the Authority during the calendar year 2025 is not reasonably expected to exceed \$5,000,000 increased by the lesser of \$10,000,000 or so much of the aggregate face amount of the Bond as is attributable to financing the construction of public school facilities within the meaning of Section 148(f)(D)(vii). The Board of Supervisors on behalf of the County hereby allocates to the Authority a portion of its small issuer size limitation in the amount of the Bond for the calendar year 2025 to the Bond for purposes of Section 148(f)(4)(D) of the Code.
10. The Board of Supervisors on behalf of the County hereby designates the Bond as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Code and represents and covenants that not more than \$10,000,000 in bonds, notes, leases and other obligations of the County (including any subordinate issuing entities), excluding private activity bonds, will be issued in calendar year 2025 and that neither the County nor any subordinate entity thereof will designate more than \$10,000,000 of “qualified tax-exempt obligations” pursuant to Section 265(b)(3) of the Code. The Board of Supervisors on behalf of the County hereby allocates to the Authority a portion of its qualified tax-exempt obligation” size limitation in the amount of the Bond for the calendar year 2025 to the Bond for purposes of Section 148(f)(4)(D) of the Code.
11. Any authorization herein to execute a document shall include authorization to deliver it to the other parties thereto and to record such document where appropriate.
12. All other acts of the officers of the County that are in conformity with the purposes and intent of this resolution and in furtherance of the issuance and sale of the Bond, the leasing of the Leased Property and the financing of the Project are hereby approved, ratified and confirmed.
13. The County by acceptance of this financing, agrees to indemnify, defend and save harmless, to the extent permitted by law, the Authority, its officers, directors, employees and agents from and against all liabilities, obligations, claims, damages, penalties, fines, losses, costs and expenses in any way connected with the Authority, the issuance of the Bond, the financing of the Project or the lease of the Leased Property.
14. Nothing in this Resolution, the Bond or any documents executed or delivered in relation thereto shall constitute a debt or a pledge of the faith and credit of the County, and the Authority shall not be obligated to make any payments under the Bond or the Documents except from payments made by or on behalf of the County under the Lease Agreement

pursuant to annual appropriation thereof in accordance with applicable law.

15. The Board of Supervisors has determined to authorize the County, if and as necessary, to utilize the State Non-Arbitrage Program (SNAP) in connection with the investment of the proceeds of the Bond.
16. This resolution shall take effect immediately.

ADOPTED THIS 14th DAY OF OCTOBER, 2025.

CERTIFICATION OF ADOPTION OF RESOLUTION

The undersigned Clerk of the Board of Supervisors of King and Queen County, Virginia hereby certifies that the Resolution set forth above was duly adopted during an open meeting on October 14, 2025, by a majority of the members of the Board of Supervisors at a regular meeting with the following votes:

Aye:

Nay:

Abstentions:

Absent:

Signed this ___ day of _____, 2025.

By: _____
Clerk, Board of Supervisors

LEASE AGREEMENT

between

**ECONOMIC DEVELOPMENT AUTHORITY OF
THE COUNTY OF KING AND QUEEN, VIRGINIA**

and

COUNTY OF KING AND QUEEN, VIRGINIA

Dated as of November 1, 2025

ALL BASIC RENT (AS DEFINED HEREIN) AND ADDITIONAL RENT (AS DEFINED HEREIN) (EXCLUSIVE OF AUTHORITY'S FEES AND EXPENSES) PAYABLE UNDER THIS LEASE HAVE BEEN ABSOLUTELY ASSIGNED TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF HUNTINGTON PUBLIC CAPITAL CORPORATION, ITS SUCCESSORS OR ASSIGNS PURSUANT TO AN ASSIGNMENT AGREEMENT BETWEEN THE ECONOMIC DEVELOPMENT AUTHORITY OF THE COUNTY OF KING AND QUEEN, VIRGINIA AND HUNTINGTON PUBLIC CAPITAL CORPORATION, DATED AS OF NOVEMBER 1, 2025, AS AMENDED OR SUPPLEMENTED FROM TIME TO TIME.

This Lease Agreement is exempt from recording taxes under Section 58.1-807 of the Code of Virginia of 1950, as amended, pursuant to Section 58.1-811E.

This Lease Agreement is exempt from clerk's fee pursuant to Section 17.1-266 of the Code of Virginia of 1950, as amended.17.1-266

Prepared by and return to:
Daniel M. Siegel, Esquire
Sands Anderson, PC
P.O. Box 1998
Richmond, Virginia 23219
(804) 648-1636
VSB# 20523

THIS LEASE AGREEMENT, dated as of November 1, 2025, is a deed of lease and is between the **ECONOMIC DEVELOPMENT AUTHORITY OF THE COUNTY OF KING AND QUEEN, VIRGINIA** a political subdivision of the Commonwealth of Virginia (**the “Authority”**) and grantor for indexing purposes and the **COUNTY OF KING AND QUEEN, VIRGINIA**, a county and political subdivision of the Commonwealth of Virginia (**the “County”**) and grantee for indexing purposes;

WITNESSETH:

WHEREAS, the Authority is a political subdivision of the Commonwealth of Virginia duly created under the Industrial Development and Revenue Bond Act, Chapter 49, Title 15.2, Code of Virginia of 1950, as amended (**the “Act”**);

WHEREAS, the Authority is authorized to exercise all the powers set forth in the Act, which include, among other things, the power to finance and lease facilities for use by a locality, to issue its revenue bonds, notes and other obligations from time to time for this purpose, and to pledge all or any part of the revenues to secure the payment of such obligations;

WHEREAS, pursuant to a Ground Lease entered into between the Authority and the County as of the date hereof, the Authority is acquiring simultaneously with the execution hereof a leasehold interest in the property consisting of the County administration facilities (**the “Leased Property”**) located in the County, as more fully described in **Exhibit A** to the Ground Lease and in **Exhibit B** hereto; and

WHEREAS, the Authority has agreed to cause the Project (as defined below) to be designed, acquired, installed and equipped and to lease the Leased Property to the County and the County has agreed to finance a portion of the costs of the Project and to lease the Leased Property from the Authority.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the parties hereto do hereby agree as follows:

**ARTICLE I.
DEFINITIONS**

Section 1.1 Definitions. The following words as used in this Lease Agreement shall have the following meanings unless the context otherwise requires.

“Additional Bond” or **“Additional Note”** shall mean any bonds or notes issued to finance the completion of the Project or to refund the Bond or any Additional Bonds or Additional Notes, secured by rent from the lease of the Leased Property under a Supplemental Lease Agreement on a parity basis with the Bond and any other Additional Bonds and Additional Notes.

“Additional Rent” has the meaning given to it in Section 4.2(b).

“Assignment Agreement” shall mean the Assignment Agreement entered into as of the date hereof, by the Authority and the Lender, relating to the assignment by the Authority of its rights under the Ground Lease and this Lease Agreement, and any and all amendments thereto.

“Authority” shall mean the Economic Development Authority of the County of King and Queen, Virginia, a political subdivision of the Commonwealth of Virginia, its successors and assigns.

“Basic Agreements” shall mean collectively the Ground Lease, the Bond Purchase Agreement, the Assignment Agreement, and this Lease Agreement.

“Basic Rent” shall mean the payments payable by the County pursuant to Section 4.2(a) during the Lease Term.

“Board of Supervisors” shall mean the Board of Supervisors of King and Queen County, Virginia, as the governing body of the County.

“Bond” shall mean the Authority’s Lease Revenue Bond, Series 2025 issued pursuant to the Bond Purchase Agreement to finance the Project.

“Bondholder” shall initially mean the Lender, as the purchaser of the Bond, and any subsequently registered owner of the Bond.

“Bond Purchase Agreement” shall mean that certain Bond Purchase Agreement among the Authority, the County, and the Lender, dated as of November 1, 2025.

“Code” shall mean the Internal Revenue Code of 1986, as amended, including applicable regulations, rulings and revenue procedures promulgated thereunder or under the Internal Revenue Code of 1954, as amended.

“County” shall mean the County of King and Queen, Virginia.

“Environmental Laws” shall mean all federal, state and local laws (including common or decisional law), statutes, ordinances and regulations relating to pollution or protection of human health or the environment (including without limitation ambient air, surface, water, ground water, wetlands, land surface or subsurface strata), including without limitation laws and regulations relating to emissions, discharges, releases or threatened releases of Hazardous Materials or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials. Environmental Laws include but are not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (**“CERCLA”**), the Federal Insecticide, Fungicide and Rodenticide Act, as amended (**“FIFRA”**), the Resource Conservation and Recovery Act, as amended (**“RCRA”**) and the Superfund Amendments and Reauthorization Act of 1986, as amended (**“TSCA”**).

“Environmental Liabilities” shall mean any and all obligations to pay the amount of any judgment or settlement, the cost of complying with any settlement, judgment or order for injunctive or other equitable relief, the cost of compliance, cleanup, remediation, response or other corrective action in response to any notice, demand or request from a governmental

authority, the amount of any civil penalty or criminal fine, and any court costs and reasonable amounts for attorney's fees, fees for witnesses and experts, and costs of investigation and preparation for defense of any claim or proceeding, regardless of whether such proceeding is threatened, pending or completed, that have been or may be asserted against or imposed upon the Authority, the County or the Leased Property and arise out of:

(a) Failure of the County or the Leased Property to comply at any time with all Environmental Laws;

(b) Presence of any Hazardous Materials on, in, under, at or in any way affecting the Leased Property at any time;

(c) A release at any time of any Hazardous Materials on, in, at, under or in any way affecting the Leased Property or at, on, in, under or in any way affecting any adjacent site or facility;

(d) Identification of the Authority or the County as a potentially responsible party under CERCLA or under any Environmental Law similar to CERCLA;

(e) Presence of any above-ground and/or underground storage tanks, as defined in RCRA or in any applicable Environmental Law on, in, at, under or in any way affecting the Leased Property or on, in, at, under or in any way affecting any adjacent site or facility; or

(f) Any and all claims for injury or damage to persons or property arising out of exposure to Hazardous Materials originating at the Leased Property or resulting from operation thereof or located at the Leased Property or any adjoining property.

“Ground Lease” shall mean the Ground Lease between the County and the Authority, entered into as of the date hereof, and any and all amendments thereto.

“Hazardous Materials” shall mean chemicals, pollutants, contaminants, wastes and toxic substances, including without limitation:

(a) Solid or hazardous waste, as defined in RCRA or in any Environmental Law;

(b) Hazardous substances, as defined in CERCLA or in any Environmental Law;

(c) Chemical substances and mixtures, as defined in TSCA or in any Environmental Law;

(d) Pesticides, as defined in FIFRA or in any Environmental Law; and

(e) Crude oil or fractions thereof, gasoline or any other petroleum product or byproduct, polychlorinated biphenols, asbestos, urea formaldehyde, fluorinated hydrocarbons and radon.

“Lease Agreement” shall mean this Lease Agreement and any and all amendments hereto.

“Lease Term” shall mean the duration of the leasehold estate created in the Leased Property as provided in Section 4.1.

“Leased Property” shall mean the real estate and building improvements consisting of the County administration facilities, as further described in **Exhibit A** to the Ground Lease and **Exhibit B** to this Lease Agreement.

“Lender” means Huntington Public Capital Corporation, as the initial Bondholder, and its successors and assigns.

“Net Proceeds” shall mean the gross proceeds from any insurance recovery or condemnation or eminent domain award in connection with the Leased Property less payments for attorney’s fees and other expenses incurred in the collection of such gross proceeds.

“Payment of Basic Rent” shall mean payment in full of all Basic Rent due and to become due to and including February 1, 2030.

“Permitted Encumbrances” shall mean, as of any particular time as to the Leased Property, (a) liens for taxes and special assessments not then delinquent, (b) liens for taxes and assessments which are delinquent but the validity of which is being contested in good faith and with respect to which the County shall have set aside adequate reserves, unless thereby any of the Leased Property or the interest of the County therein may be in danger of being lost or forfeited, (c) this Lease Agreement, the Ground Lease and any security interests or other liens created thereby, (d) mechanics’ and materialmen’s liens incident to construction or maintenance now or hereafter filed of record which are being contested in good faith and have not proceeded to judgment, provided that the County shall have set aside adequate reserves with respect thereto, (e) restrictions, mineral rights, easements, rights of way, exceptions or reservations for the purpose of utilities (including but not limited to water and gas pipelines, sanitary and storm sewers, telephone lines, telegraph lines, power lines, substations and other facilities and equipment used in connection with such utilities), roads, streets, alleys, highways, railroads, dikes, canals, laterals, ditches, and other like purposes, or for the joint or common use of real property, in each case which do not materially impair the use of the Leased Property for the purposes for which it is or may reasonably be expected to be held, (f) such defects, irregularities, encumbrances, easements, rights of way and clouds on title as normally exist with respect to property owned or leased by the County for essential governmental purposes and similar in character to the Leased Property and as will not, in an opinion of the County Attorney, impair the use of the Leased Property affected thereby for the purpose for which it is or may reasonably be expected to be held by the County (and must be in form and substance reasonably acceptable to the Bondholder), (g) present or future zoning laws and ordinances, and (h) liens, property interests and rights related to the Bond or any Additional Bonds or Additional Notes.

“Project” shall mean the costs of various County and School Board capital projects, including, but not limited to, school facilities, County emergency services facilities, and County and school vehicles.

“Supplemental Lease Agreement” shall mean any lease on parity with this Lease Agreement, under which any Additional Bonds or Additional Notes are issued.

Section 1.2 Rules of Construction. The following rules shall apply to the construction of this Lease Agreement unless the context otherwise requires:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) Words importing the redemption or calling for redemption of the Bond shall not be deemed to refer to or connote the payment of the Bond at its stated maturity.

(c) Unless otherwise indicated, all references herein to particular Articles or Sections are references to Articles or Sections of this Lease Agreement.

(d) The headings and Table of Contents herein are solely for convenience of reference and shall not constitute a part of this Lease Agreement nor shall they affect its meaning, construction or effect.

All references herein to payment of the Bond are references to payment of principal of and premium, if any, and interest on the Bond.

ARTICLE II. REPRESENTATIONS

Section 2.1 Representations by Authority. The Authority makes the following representations:

(a) The Authority is a political subdivision of the Commonwealth of Virginia duly created by an ordinance of the County pursuant to the Act;

(b) The undertaking by the Authority (i) to finance a portion of the costs of the Project and the costs of issuing the Bond and (ii) to lease the Leased Property to the County, has been authorized, in compliance with the Act and the Authority’s Bylaws, by the affirmative vote of not less than a majority of the directors of the Authority present at a meeting at which a quorum was present and acting throughout;

(c) Pursuant to the Act, the Authority has full power and authority to enter into the Basic Agreements and to perform the transactions contemplated thereby and to carry out its obligations thereunder and by proper action has duly authorized, executed and delivered the Basic Agreements and has issued the Bond;

(d) The execution, delivery and compliance by the Authority with the terms and conditions of the Basic Agreements will not conflict with or constitute or result in a default under or violation of, (1) the Act, the Authority’s Bylaws or the ordinance creating the Authority, (2) any existing law, rule or regulation applicable to the Authority, or (3) any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or other restriction of any kind to which the Authority or any of its assets is subject;

(e) No further approval, consent or withholding of objection on the part of any regulatory body or any official, federal, state or local, is required in connection with the execution or delivery of or compliance by the Authority with the terms and conditions of the Basic Agreements;

(f) There is no litigation at law or in equity or any proceeding before any governmental agency involving the Authority pending or, to the knowledge of the Authority, threatened with respect to (1) the creation and existence of the Authority, (2) its authority to execute and deliver the Basic Agreements or the Bond, (3) the validity or enforceability of the Basic Agreements or the Authority's performance of its obligations thereunder, including, but not limited to, the power to lease the Leased Property to the County, (4) the title of any officer of the Authority executing the Basic Agreements or the Bond, or (5) the power to finance a portion of the costs of the Project; and

(g) The Authority is the owner of a leasehold estate in the Leased Property granted by the Ground Lease, which leasehold estate is being leased to the County pursuant to this Lease Agreement.

Section 2.2 Representations by County. The County makes the following representations:

(a) The County is a county and political subdivision of the Commonwealth of Virginia;

(b) The lease of the Leased Property to the County pursuant to this Lease Agreement will provide for the acquisition or has provided for the acquisition of certain capital projects that will serve functions which are essential to the proper operations of the County and the welfare of its residents;

(c) The County has full power and authority to enter into the Basic Agreements to which it is a party and to perform the transactions contemplated thereby and to carry out its obligations thereunder and by proper action has duly authorized, executed and delivered such Basic Agreements;

(d) The County is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default under any instrument under or subject to which any indebtedness for borrowed money has been incurred, and no event has occurred and is continuing that with the lapse of time or the giving of notice, or both, would constitute or result in an event of default thereunder;

(e) The County is not in default under or in violation of, and the execution, delivery and compliance by the County with the terms and conditions of the Basic Agreements to which it is a party will not conflict with or constitute or result in a default under or violation of, (1) any existing law, rule or regulation applicable to the County, or (2) any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the County or any of its assets is subject, and no event has occurred and is continuing that with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation;

(f) No further approval, consent or withholding of objection on the part of any regulatory body or any official, federal, state or local, is required in connection with the execution or delivery of or compliance by the County with the terms and conditions of the Basic Agreements to which it is a party;

(g) There is no litigation at law or in equity or any proceeding before any governmental agency involving the County pending or, to the knowledge of the County, threatened with respect to (1) the authority of the County to execute and deliver the Basic Agreements to which it is a party, (2) the validity or enforceability of such Basic Agreements or the County's performance of its obligations thereunder, including, but not limited to, the power to lease the Leased Property from the Authority, (3) the title of any officer of the County executing such Basic Agreements, (4) the power to finance a portion of the costs of the Project, or (5) that will materially or adversely affect the County's financial condition or ability to occupy the Leased Property;

(h) There are no present or, nor to the knowledge of the County, past actions, activities, circumstances, conditions, events or incidents, including without limitation, any release of any Hazardous Materials which have not been appropriated, remediated or addressed, that could form the basis for assertion of any Environmental Liability with respect to the Leased Property against the County or the Authority. The County will comply with all Environmental Laws applicable to the County and the Leased Property, as they may exist from time to time. The County has not received any communication in any form from any governmental environmental authority alleging that the County, with respect to the Leased Property is not in compliance with any Environmental Law; and

(i) Until termination of the Lease Term, the County intends to use and operate the Leased Property, or to cause it to be used and operated, as described in this Lease Agreement or for any other use which is permissible under the Act, the Code and the Code of Virginia of 1950, as amended. The County will not use or occupy the Leased Property or permit any portion thereof to be used or occupied (i) contrary to any law or regulation in effect now or in the future (and without regard to any change of government policy) or (ii) in any manner which will (a) cause structural injury to any part of the Leased Property, (b) cause the value or the usefulness of the Leased Property to diminish (ordinary wear and tear excepted), (c) constitute a public or private nuisance or (d) result in waste to the Leased Property; nor will it do or permit anything to be done on or about the Leased Property that will affect, impair or contravene any policies of insurance that may be carried on the Leased Property or with respect to its use, or adversely impact the tax-exempt status of interest on the Bond or any Additional Bonds or Additional Notes for federal income tax purposes, if applicable, or the "bank-qualified" status of the Bond.

ARTICLE III. ACQUISITION OF THE PROJECT AND LEASING OF THE LEASED PROPERTY

Section 3.1 Demise of Leased Property. The Authority demises and leases to the County and the County leases from the Authority, the Leased Property, for the term set forth in Section 4.1 and the Basic Rent and Additional Rent as set forth in Section 4.2 and in accordance

with the terms of this Lease Agreement. The Authority hereby agrees to perform the obligations imposed upon it as lessee under the Ground Lease. Subject to the provisions of Articles VI and VII, the County shall be entitled to possession of the Leased Property during the term of this Lease Agreement.

Section 3.2 Agreement to Finance the Project. Contemporaneously with the execution and delivery hereof, the Authority shall issue the Bond to finance a portion of the costs of the Project, which amount, together with other funds the County expects to be available, the County reasonably believes to be sufficient to complete the Project and the costs of issuing the Bond. If the total cost of the Project exceeds current estimates, the County, subject to Section 4.5, shall be obligated to pay any excess cost to complete the Project, and there shall be no resulting diminution in or postponement of payments of Basic Rent required to be paid by the County pursuant to Section 4.2.

The County, as agent for the Authority, shall cause the Project to be designed, acquired, installed and equipped and shall obtain or cause to be obtained all permits, approvals and consents necessary for completion of such Project. Upon request of the Bondholder, the County shall provide copies of such permits, approvals and consents.

The County, as agent for the Authority, shall use its best efforts to complete the Project by November 1, 2028. If for any reason the Project shall not be completed by such date, there shall be no resulting diminution in or postponement of the payments of Basic Rent required to be paid by the County by Section 4.2.

Upon completion of the Project, should proceeds of the Bond (including investment earnings thereon) remain unspent, such Bond proceeds may be utilized by the County to finance costs of the acquisition, design, construction, equipping, restoration and furnishing of other County capital projects, as approved by bond counsel to be in compliance with tax regulations to maintain the tax-exempt and bank qualified status of the Bond.

In order to effectuate the purposes of this Lease Agreement, the County, as agent for the Authority, has made, executed, acknowledged and delivered, or caused to be made, executed, acknowledged and delivered, all contracts, orders, receipts, writings and instructions, in the name of the County or otherwise, with or to other persons, firms or corporations, and in general has done or caused to be done all such other things as may be requisite or proper for the leasing of the Leased Property or completion of the Project and fulfillment of the obligations of the County under this Lease Agreement.

THE AUTHORITY MAKES NO REPRESENTATION OR WARRANTY THAT THE COUNTY WILL HAVE QUIET AND PEACEFUL POSSESSION OF THE PROJECT OR THE LEASED PROPERTY, except that the Project and the Leased Property are each free from encumbrances done, made or knowingly suffered by the Authority or anyone claiming by, through or under it. The County recognizes that since the leasing of the Leased Property and completion of the Project has been and is being undertaken at the County's request and by contractors and suppliers selected by the County in accordance with plans and specifications prepared by architects or engineers selected by the County, **THE AUTHORITY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION OR WORKMANSHIP OF**

ANY PART OF THE PROJECT OR ITS SUITABILITY FOR THE COUNTY'S PURPOSE OR NEEDS OR THE EXTENT TO WHICH PROCEEDS DERIVED FROM THE SALE OF THE BOND WILL PAY THE COST TO BE INCURRED IN CONNECTION THEREWITH.

Section 3.3 Default in Contractor's Performance. In the event of default of any contractor or subcontractor under any construction contract in connection with the Project, the County will promptly proceed, either separately or in conjunction with others, to exhaust the remedies of the Authority or the County, as agent for the Authority, against the contractor or subcontractor in default and against each surety for the performance of such contractor. The County agrees to advise the Authority and the Bondholder, in writing, of the steps it intends to take in connection with any such default. The County may, in good faith and at the expense of the County in its own name or in the name of the Authority, by notice from the County to the Authority and the Bondholder, prosecute or defend any action or proceeding or take any other action involving such contractor, subcontractor or surety which the County deems reasonably necessary, and in such event the Authority hereby agrees to cooperate fully with the County. Any amounts recovered by way of damages, refunds, adjustments or otherwise, net of reasonable expenses related thereto, in connection with the foregoing shall be paid subject to any requirements of the Code, to the County, to reimburse the County for any costs it incurred in connection with the foregoing and then to the Bondholder for repayment of the Bond or any Additional Bonds or Additional Notes.

ARTICLE IV.

LEASE TERM; PAYMENT OF RENTALS; MAINTENANCE; INSURANCE; CERTIFICATION AND TAXES

Section 4.1 Lease Term. The Lease Term shall commence on the date of execution hereof and, unless sooner terminated in accordance with the provisions hereof, shall terminate at the later of (a) 11:59 p.m. on February 1, 2030, or (b) if all payments required by this Lease Agreement or in respect of the Bond (including any Additional Bonds or Additional Notes) have not been made on such date, the date on which all such payments shall have been made.

Section 4.2 Rental Payments.

(a) The County shall pay the Basic Rent to the Bondholder on behalf of the Authority, subject to Section 4.5, as shown on Exhibit A. During the Lease Term, commencing on [February 1, 2026,] and each August 1 and February 1 thereafter during the Lease Term the County shall pay Basic Rent in the amount shown in the column "Payments" for the Bond on Exhibit A hereto as it may be amended on the date such Basic Rent is due and subject to adjustment upon a Determination of Taxability (as defined in the Bond). Each Basic Rent Payment, which shall include an interest component (under the column labeled "Interest," subject to adjustment as described in the preceding sentence), may include a principal component (under the column labeled "Principal") as set forth on Exhibit A, and shall be paid in lawful money of the United States of America. In the event the County fails to make any Basic Rent payments when due, interest on the principal component of such Basic Rent shall accrue from such date until paid at the rate per annum that will yield the amount necessary to pay interest due

on the Bond on the date the late payment of Basic Rent is made. Interest components of Basic Rent may be adjusted as provided in the Bond.

(b) The County shall also pay when due any additional rent (“**Additional Rent**”) which shall include amounts under Section 4.2(b), Section 4.2(c), Section 4.3 and Section 6.6 hereunder, as applicable, and otherwise as required by any obligations or agreements made hereunder or in connection with the Bond Purchase Agreement, including but not limited to any amounts due to the United States of America as required by the arbitrage rebate requirements of Section 148 of the Code applicable to the Bond (**the “Rebate Amount”**) and any amounts due to a Determination of Taxability as set forth in the Bond. The County shall, if necessary, calculate and timely pay as Additional Rent the Rebate Amount, if any, in amounts required by Section 148 of the Code and regulations promulgated thereunder, and the County and the Authority covenant to comply with all applicable requirements in this regard. The obligations of the County to make the payments of Basic Rent and Additional Rent, if any, and to perform and observe the other obligations and agreements contained herein shall be absolute and unconditional except as provided in Section 4.5.

(c) If the County fails to make any payment of Basic Rent or Additional Rent within 7 days after the date on which such payment(s) is due and payable hereunder, the County shall pay a late payment charge equal to five percent (5.00%) of the overdue payment(s).

Section 4.3 Prepayment of Rentals; Option to Purchase. The County may, on or after February 1, 2027, on any payment date, at its option, elect by not less than 30 days’ notice to the Bondholder and the Authority, to make prepayments of the principal component of Basic Rent on the Bond, upon payment of interest components of Basic Rent accrued to the prepayment date and an amount equal to 100% of the outstanding principal Basic Rent component. Any such prepayments of principal components of Basic Rent paid plus interest accrued to the prepayment date and such prepayment penalty shall be considered as Additional Rent hereunder.

Section 4.4 Additional Bonds and Additional Notes. Subject to the Bondholder’s prior written consent, Additional Bonds and Additional Notes may be issued pursuant to a Supplemental Lease Agreement and shall be equally and ratably secured with the Bond without preference, priority or distinction; provided, however, that any moneys in any debt service reserve account that may be established shall secure only the applicable bond or note to which it applies, and provided further that any particular bonds or notes may have other security pledged to their payment. Additional Bonds and Additional Notes may only be used if there is no Event of Default hereunder, and the Bondholder provides its prior written consent.

Section 4.5 Appropriations of Basic Rent and Additional Rent, if any; Declaration of Essentiality. The Board of Supervisors reasonably believes that funds sufficient to make all payments of Basic Rent and Additional Rent during the term of this Lease Agreement can be obtained. While recognizing that it is not empowered to make any binding commitment to make payments of Basic Rent and Additional Rent, if any, beyond the current fiscal year, the Board of Supervisors in authorizing the execution of this Lease Agreement has stated its intent to make annual appropriations sufficient to make the payments of Basic Rent and Additional Rent, if any, and it has recommended that future Boards of Supervisors continue to do so during the term of this Lease Agreement.

The Board of Supervisors hereby declares the nature of the Leased Property essential to the efficient operation of the County. The Board of Supervisors anticipates that the need for the Leased Property will not change during the term of this Lease Agreement. Notwithstanding anything in this Lease Agreement to the contrary, the County's obligations to pay the cost of performing its obligations under this Lease Agreement, including without limitation its obligations to pay all Basic Rent and Additional Rent, shall be subject to and dependent upon appropriations being made from time to time by the Board of Supervisors for such purpose; provided, however, that the County Administrator or other officer charged with the responsibility for preparing the County's annual budget shall include in the budget for each fiscal year the amount of the Basic Rent and Additional Rent, if any, due during such fiscal year. Throughout the Lease Term, the County Administrator shall deliver to the Bondholder and the Authority within ten days after the adoption of the budget for each fiscal year, but not later than July 10th, a certificate stating whether an amount equal to the Basic Rent and Additional Rent which will be due during the fiscal year beginning July 1st has been appropriated by the Board of Supervisors in such budget. If, by July 15, the Board of Supervisors has not appropriated Basic Rent for the then current Fiscal Year, the County Administrator shall give written notice to the Board of Supervisors of the consequences of such failure to appropriate, including the right of the Bondholder to terminate this Lease Agreement in accordance with Article VII.

Section 4.6 Insurance. The County shall continuously maintain insurance against such risks and in such amounts as are customary for public bodies owning similar projects, including without limitation:

(a) public liability insurance to the extent of \$1,000,000 per occurrence against liability for bodily injury, including death resulting therefrom, and for damage to property, including loss of use thereof, arising out of the ownership, operation or occupation of the Leased Property;

(b) workers' compensation insurance with respect to the Leased Property;

(c) coverage to the extent of the full replacement cost of the Leased Property against loss or damage by fire or lightning, with broad form extended coverage, including damage by windstorm, explosion, aircraft, smoke, sprinkler leakage, vandalism, malicious mischief and such other risks as are normally included within such coverage (limited only as may be provided in the standard form for such coverage at the time in use in the Commonwealth of Virginia), provided that during the period of construction of portions of the Leased Property, the County may provide or cause to be provided in lieu of the insurance set forth above builders' risk or similar type of insurance to the full replacement cost thereof minus site work not normally insured; and

(d) comprehensive automobile liability insurance against liability for bodily injury, including death resulting therefrom, and for damage to property, including loss of use thereof, arising out of the ownership, maintenance or use of the Leased Property.

All such insurance shall be taken out and maintained with generally recognized responsible insurers selected by the County and acceptable to the Bondholder and may be written with deductible amounts comparable to those on similar policies carried by other public bodies

owning and operating similar facilities. The Bondholder may request an increase of coverages on a reasonable basis. If any such insurance is not maintained with an insurer licensed to do business in Virginia or placed pursuant to the requirements of the Virginia Surplus Lines Insurance Law Article, Chapter 7.1, Title 38.1, Code of Virginia of 1950, as amended, or any successor provision of law, the County shall provide evidence reasonably satisfactory to the Bondholder that such insurance is enforceable under the laws of the Commonwealth of Virginia. In each policy, other than policies of workers' compensation insurance, the Bondholder and the Authority shall be named as additional insureds to the extent their interests may appear. The policies of insurance required by subsection (c) above shall require that all Net Proceeds resulting from any claims be paid to the Bondholder, as loss payee and the County. The County hereby irrevocably assigns, transfers and sets over to the Bondholder all right, title and interest of the County, in such Net Proceeds; provided, however, if the Net Proceeds payable under any one claim shall not exceed \$250,000 and no event has occurred or is continuing that constitutes or that, by notice or lapse of time, or both, would constitute an Event of Default under this Lease Agreement, such Net Proceeds shall be paid to the County to be used for purposes set forth in Section 5.1(b)(1) or (2).

All such policies shall be deposited with the Bondholder, provided that in lieu of such policies there may be deposited with the Bondholder and the Authority a certificate or certificates of the respective insurers attesting to the fact that the insurance required by this Section is in full force and effect. Prior to the expiration of any such policy, the County shall furnish the Bondholder and the Authority evidence satisfactory to the Bondholder and the Authority that the policy has been renewed or replaced or is no longer required by this Lease Agreement. Unless a policy with such an undertaking is available only at a cost which the County, with the approval of the Bondholder, determines to be unreasonable, each policy shall contain an undertaking by the insurer (in form commercially reasonable for similar insurers) that such policy shall not be modified adversely to the interests of the Bondholder or the Authority or cancelled without at least 30 days' prior notice to the Bondholder and the Authority.

In lieu of policies of insurance written by commercial insurance companies meeting the requirements of this Section, the County may maintain a program of self-insurance or participate in group risk financing programs, risk pools, risk retention groups, purchasing groups and captive insurance companies, and in state or federal insurance programs; provided, however, that such alternative is reasonably acceptable to the Bondholder (based on a favorable written opinion of an independent insurance consultant having a favorable reputation for skill and experience in such work).

To the extent losses for any damage to the Leased Property, however caused, are paid from the Net Proceeds of any insurance required by this Section, no claim shall be made and no suit shall be brought against the County by the Bondholder or anyone else claiming by, through or under it.

Section 4.7 Maintenance; Expenses of Maintenance; Taxes. Subject to Sections 4.5, 5.1 and 5.2, the County shall maintain, preserve and keep the Leased Property, or cause the Leased Property, to be maintained, preserved and kept, in good condition. The County shall not abandon the Leased Property, during the Lease Term except pursuant to Section 7.1. Subject to Section 4.5, the County shall pay or cause to be paid, in addition to Additional Rent, all of the

expenses of maintenance and operation of the Leased Property. The County shall pay or cause to be paid any and all taxes and assessments payable with respect to the Leased Property.

Section 4.8 Net Lease. This Lease Agreement shall be deemed and construed to be a net lease, and during the Lease Term, the County shall pay Basic Rent and Additional Rent, if any, free of all deductions, diminutions and set-offs, and without abatement for casualty, loss of title, condemnation or any other reason whatsoever.

Section 4.9 Proof of Payment of Taxes, etc. The County shall pay all and furnish the Bondholder or the Authority, upon request, proof of payment of any taxes, utility charges, insurance premiums, or other charges or payments required to be paid by the County under this Lease Agreement.

Section 4.10 No Encumbrances. The County shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property, or the rights of the County and the Authority as herein provided, other than Permitted Encumbrances. Subject to Section 4.5, the County shall promptly and duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above if the same shall arise at any time.

Section 4.11 Installation of County's Own Furnishings and Equipment. The County may from time to time, in its discretion and at its own expense, install furnishings and equipment at the Leased Property not financed with proceeds of the Bond. All furnishings and equipment so installed by the County shall remain property of the County in which neither the Authority nor the Bondholder shall have any interest and may be modified or removed at any time while the County is not in default under this Lease Agreement, except that all such furnishings and equipment shall be subject to a landlord's lien to the extent permitted under the laws of the Commonwealth of Virginia. Nothing contained in this Section shall prevent the County from purchasing furnishings and equipment and creating purchase money security interests therein pursuant to the Uniform Commercial Code of Virginia as security for the unpaid portion of the purchase price thereof, and each such security interest with respect to furnishings and equipment purchased by it under the provisions of this Section after the delivery of the Assignment Agreement shall, if appropriate financing statements are duly filed for record simultaneously with or prior to the installation of the Leased Property, or the furnishings and equipment covered thereby, be prior and superior to such landlord's lien. The County shall pay as due the purchase price of and all costs and expenses with respect to the acquisition and installation of any furnishings and equipment installed by it pursuant to this Section.

Section 4.12 Transfer at End of Lease Term. The Authority's leasehold estate in the Leased Property shall be transferred, conveyed and assigned to the County after payment by the County of all payments then due and thereafter to become due through and including, February 1, 2030 (or as may be extended under a Supplemental Lease Agreement), whether pursuant to Section 4.2 or 4.3, and Additional Rent, if any, subject to the taking of any actions required by law prior to such consequence, transfer or assignment.

Section 4.13 Use of Proceeds. Neither the County nor the Authority shall knowingly (a) take any action, or approve the making of any investment or use of the proceeds of the Bond (including failure to spend the same with due diligence) or taking any other action, which would

cause the Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code or (b) barring unforeseen circumstances, approve the use of the proceeds from the sale of the Bond otherwise than in accordance with the Authority’s “non-arbitrage” certificate given immediately prior to the issuance of the Bond.

Section 4.14 Preservation of Tax-Exempt Status of Interest, Representations, Warranties and Covenants.

(a) General. The County shall not sublease the Leased Property or the Project, or any portion thereof, to any entity other than the Commonwealth of Virginia, a city, a county or a town, or any agency or political subdivision thereof, without an opinion of Bond Counsel that such sublease or other availability would not adversely affect the status of the portion of the Basic Rent representing interest as provided in Section 4.2 for federal income tax purposes. The County shall send notice to the Bondholder and the Authority of any sublease of the Leased Property or the Project or any portion thereof within 30 days of entering into such sublease. The County and the Authority covenant that the Leased Property and the Project shall not be used in a manner that would permit the proceeds of the Bond to be used in any manner that would result in (a) 10% or more of such proceeds being used in a trade or business carried on by any person other than a governmental unit, as provided in Section 141(b) of the Code, provided that no more than 5% of such proceeds may be used in a trade or business unrelated to the County’s use of the Leased Property or the Project, (b) 5% or more of such proceeds being used with respect to any “output facility” (other than a facility for the furnishing of water), within the meaning of Section 141(b)(4) of the Code, or (c) 5% or more of such proceeds being used directly or indirectly to make or finance loans to any persons other than governmental unit, as provided in Section 141(c) of the Code; provided, however, that if the County receives an opinion of nationally recognized bond counsel that any such covenants need not be complied with to prevent the interest on the Bond from being includable in the gross income for Federal income tax purposes of the registered owner thereof under existing law, the County and the Authority need not comply with such covenants. The County and the Authority covenant to utilize the proceeds of the Bond and the Leased Property in accordance with the covenants set forth in the Non-Arbitrage and Tax Certificate executed by the County and the Authority in connection with the issuance of the Bond.

(b) Incorporation of Tax and Non-Arbitrage Certificate. Lessee hereby makes each of the representations, warranties and covenants contained in the Tax and Non-Arbitrage Certificate delivered with respect to the Bond. By this reference each such Tax and Non-Arbitrage Certificate is incorporated in and made a part of this Lease Agreement.

Section 4.15 Certification as to Environmental Liabilities. To the extent permitted by law, the County agrees to defend, indemnify and save harmless the Authority and the Bondholder from and against any and all Environmental Liabilities to which the Authority or the Leased Property is or may become subject or which may be alleged or asserted against the Bondholder or the Authority.

Section 4.16. Recording and Filing. The County will, at its expense, record a counterpart of this Lease Agreement, the Ground Lease and the Assignment Agreement in the Office of the Clerk of the Circuit Court of King and Queen County, Virginia, on or before the date of delivery of the Bond or as otherwise directed by the Bondholder.

Section 4.17. Subletting by County.

(a) Subject to Section 4.14, the County may sublease space in the Leased Property without the consent of the Authority and the Bondholder; provided, however, that no sublease will be made if it would (i) have any adverse effect upon or affect or reduce the County's obligations under this Lease Agreement, (ii) be to a party that could not under the Act be the lessee from the Authority of all or any portion of the Leased Property, or (iii) be contrary to law. The County shall not transfer any interest in the Leased Property other than the interest described herein, without the written consent of the Bondholder, either voluntarily or by operation of law or otherwise.

(b) Before any sublease is made, the County will cause to be delivered to the Authority and the Bondholder an opinion of Bond Counsel that the use of such portion of the Leased Property by the sublessee will not cause the interest on the Bond to be included in gross income for purposes of federal income taxation.

(c) No sublease will relieve the County from primary liability for any of its obligations under this Lease Agreement, and the County will continue to remain primarily liable for the payment of Basic Rent and for the observance and performance of all of the County's other agreements under this Lease Agreement in accordance with, and subject to, its terms, including without limitation, the non-appropriation provisions hereof.

(d) Each sublessee pursuant to this Section will, to the extent of the interest subleased to it, in writing (i) assume and agree to perform the obligations of the County under this Lease Agreement and (ii) agree to attorn to the Authority and any other successor in interest to the Authority (whether pursuant to this Lease Agreement, the Assignment Agreement or otherwise).

(e) The County will promptly deliver executed counterparts of each sublease pursuant to this Section to the Authority and the Bondholder.

ARTICLE V. DAMAGE, DESTRUCTION OR CONDEMNATION

Section 5.1 Damage or Destruction.

(a) The County shall notify the Bondholder and the Authority immediately in the case of damage to or destruction from fire or other casualty of the Leased Property, or any portion thereof during the Lease Term in an amount that the County determines in good faith will cost more than \$100,000 to repair, reconstruct and restore. If the County determines in good faith that such cost will not exceed \$250,000, the County, shall (1) retain the Net Proceeds with respect to such damage or destruction, (2) forthwith repair, reconstruct and restore such portion of the Leased Property so damaged or destroyed to substantially the same condition as it had existed prior to the event causing such damage or destruction, and (3) apply Net Proceeds retained by it to the payment or reimbursement of the costs of such repair, reconstruction and restoration. If such Net Proceeds are not sufficient to pay in full the cost of such repair,

reconstruction and restoration, the County shall, subject to Section 4.5, pay so much thereof as is in excess of such Net Proceeds.

(b) If the Leased Property, or any portion thereof is damaged or destroyed by fire or other casualty during the Lease Term and the County determines in good faith that the cost of repairing, reconstructing and restoring such damage or destruction will exceed \$250,000 then the County shall, upon the following conditions and within 90 days after the date such damage or destruction occurs, elect one of the following two options by giving notice of such election to the Bondholder and the Authority, and the Bondholder shall disburse such Net Proceeds in accordance with the option so elected:

(1) **Option A - Repair and Restoration**. The County may elect to repair, reconstruct and restore the Leased Property. If the County elects this Option A, then the County shall proceed forthwith to repair, reconstruct and restore the Leased Property to substantially the same condition as had existed prior to the event causing such damage or destruction, with such alterations and additions as the County may determine to be necessary or desirable and as will not impair the capacity or character of the Leased Property, for the purposes for which it had been used prior to such damage or destruction or is intended to be used. Upon any election of this Option A, the County and the Bondholder shall deposit all Net Proceeds held by it to such damage or destruction in a special account that shall be created by the Bondholder for the portion of the Leased Property as to which such Net Proceeds had been paid to the County. So long as the County is not in default under this Lease Agreement, the Bondholder, upon receipt of request of the County may apply so much as may be necessary of such Net Proceeds to payment of the cost of such repair, reconstruction and restoration, either on completion thereof or as the work progresses. If such Net Proceeds are not sufficient to pay in full the cost of such repair or reconstruction, the County shall pay, subject to Section 4.5, within 45 days of receipt of such Net Proceeds, so much of the cost thereof as may be in excess of such Net Proceeds to the Bondholder for deposit in a special account created by the Bondholder. The County shall not by reason of the payment of such excess cost be entitled to any (A) interest in the Leased Property which it did not possess prior to such payment, (B) reimbursement from the Authority or the Bondholder, or (C) abatement or diminution of Basic Rent or Additional Rent.

(2) **Option B - Prepayment of Basic Rent**. The County may elect to have such Net Proceeds applied to the prepayment of all of the principal component of Basic Rent, plus interest accrued to the date of prepayment set forth in Section 4.3, and after such election the Bondholder shall (upon receiving such Net Proceeds) redeem the Bond.

Section 5.2 Condemnation and Loss of Title.

(a) In the case of a taking of all or any part of the Leased Property or any right therein under the exercise of the power of eminent domain or any loss of all or any part of the Leased Property because of loss of title thereto, or the commencement of any proceedings or negotiations which might result in such a taking or loss, the party upon whom notice of such taking is served or with whom such proceedings or negotiations are commenced or who learns of a loss of title shall give prompt notice to the other and to the Bondholder. Each such notice shall describe generally the nature and extent of such condemnation, taking, loss, proceedings or negotiations. All obligations of the County under this Lease Agreement (except obligations to pay Basic Rent when due) shall terminate as to the Leased Property or portion thereof as to

which there is a loss of title or which is condemned or taken when such loss of title is finally adjudicated or when title thereto vests in the party condemning or taking the same, as the case may be (hereinafter referred to as the “**Termination Date**”). The County shall pay over to the Bondholder (and hereby irrevocably assigns, transfers and sets over to the Bondholder) all right, title and interest of the County in and to any Net Proceeds payable as to any such loss of title, condemnation or taking during the Lease Term. The Bondholder shall hold such Net Proceeds in accordance with the Bond Purchase Agreement for disbursement or use by the County in accordance with the option so elected.

(b) In the event of any such loss of title, condemnation or taking, the County shall, upon the following conditions and within 90 days after the termination date therefor, elect either or both of the following two options by giving notice of such election to the Bondholder and the Authority:

(1) **Option A - Repairs, Restoration and Improvements**. The County may elect to have the Net Proceeds as to such loss of title, condemnation or taking used to repair, restore or reconstruct the Leased Property as to which there has been a loss of title, condemnation or taking to substantially its condition prior to such loss of title, condemnation or taking. Upon any exercise of this Option A, the Bondholder and the County shall deposit any such Net Proceeds held by it in a special account that shall be created by the Bondholder for the Leased Property as to which such Net Proceeds had been paid to the Bondholder. So long as an Event of Default has not occurred and is not continuing, the Bondholder, upon receipt of request from the County shall apply so much as may be necessary of the Net Proceeds received by it on account of such loss of title, condemnation or taking to payment of such repair, reconstruction or restoration (either on completion thereof or as the work progresses). If such Net Proceeds are not sufficient to pay in full the cost of such restoration, the County shall pay, subject to Section 4.5, within 90 days of receipt of such Net Proceeds, so much of the cost thereof as may be in excess of such Net Proceeds to the Bondholder for deposit in a special account that shall be created by the Bondholder. The County shall not by reason of the payment of such excess cost be entitled to any (A) interest in the Leased Property which it did not possess prior to such payment, (B) reimbursement from the Authority or the Bondholder, or (C) abatement or diminution of the Basic Rent or additional rent, if any.

(2) **Option B - Prepayment of Basic Rent**. The County may elect to have the Net Proceeds payable as to any such loss of title, condemnation or taking applied to the prepayment of all of the principal component of Basic Rent, interest accrued to the date of prepayment as provided under Section 4.3 hereof, and, after such election, the Bondholder shall (upon receiving such Net Proceeds, to the extent and in the manner provided in the Bond Purchase Agreement and to the extent of such Net Proceeds) such Net Proceeds shall be used to redeem the Bond or portion thereof available to be redeemed by such Net Proceeds.

(c) The Authority and the Bondholder shall, at the expense of the County cooperate fully with the County in the contest of any prospective or pending condemnation proceedings or in any contest over title with respect to the Leased Property, or any part thereof and shall, to the extent they may lawfully do so, permit the County to litigate, at the expense of the County in any such proceeding in the name and behalf of the Authority. In no event shall the Authority settle, or consent to the settlement of, any prospective or pending condemnation

proceedings, or proceedings as to title, with respect to the Leased Property or any part thereof without the consent of the County.

**ARTICLE VI.
EVENTS OF DEFAULT AND REMEDIES**

Section 6.1 Events of Default.

(a) The following shall be “events of default” under this Lease Agreement, and the terms “event of default” or “default” shall mean, whenever they are used in this Lease Agreement, any one or more of the following events:

(1) Failure of the County to pay when due any payment of Basic Rent or Additional Rent;

(2) Failure of the County to pay when due any payment due under this Lease Agreement, other than payments under Sections 4.2 and 4.3, or to observe and perform any covenant, condition or agreement on its part to be observed or performed, which failure shall continue for a period of 30 days after notice is given, or in the case of any such default that cannot with due diligence be cured within such 30 day period but can be cured within the succeeding 60 days after notice is given, failure of the County to proceed promptly to cure the same and thereafter prosecute the curing of such default with due diligence; or

(3) Bankruptcy or insolvency of the County, the appointment of a receiver of the Leased Property or failure by the County to lift any execution or attachment on the Leased Property, or any portion thereof, which failure shall continue for a period of 60 days after written notice is given, or in the case of any such default that cannot with due diligence be cured within such 60 days period but can be cured within the succeeding 60 days, failure of the County to proceed promptly to cure the same and thereafter prosecute the curing of such default with due diligence.

(b) The provisions of the foregoing subparagraph (a)(2) are subject to the limitation that if by reason of force majeure the County is unable in whole or in part to perform any of its covenants, conditions or agreements hereunder other than those set forth in Sections 4.2, 4.5, 4.6, 4.7, 4.9 and 4.10, the County shall not be deemed in default during the continuance of such inability. The term “force majeure” as used herein shall include without limitation acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States of America or the Commonwealth of Virginia or any political subdivision thereof or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the County as applicable. The County shall remedy with all reasonable dispatch the cause or causes preventing the County from carrying out its covenants, conditions and agreements, provided that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the County, and the County shall not be required to

make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of any opposing party when such course is in the judgment of the County, not in its best interests.

(c) Notwithstanding anything contained in this Section to the contrary, failure by the County to pay when due any payment required to be made under this Lease Agreement or failure by the County to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Lease Agreement resulting from failure of the Board of Supervisors to appropriate moneys for such purposes, as described in Section 4.5, shall not constitute an event of default. Upon any such failure to appropriate, the provisions of Article VII shall be applicable.

Section 6.2 Remedies. Whenever any event of default shall have happened and is continuing, the Authority or the Bondholder, as assignee of the Authority may take any one or more of the following remedial steps, without further demand or notice: (a) declare the entire unpaid principal balance of Basic Rent due and thereafter to become due immediately due and payable; (b) reenter and take possession of any part or all of the Leased Property, with or without terminating this Lease Agreement, exclude the County from possession and sell or lease the County's leasehold estate in the Leased Property for the account of the County holding the County liable for all Basic Rent and other payments due up to the effective date of such sale or lease and for the difference between the purchase price, rent and other amounts paid by the purchaser or lessee pursuant to such sale or lease and the rents, interest calculated pursuant to subparagraph (a) above, and the Basic Rent and other amounts payable by the County hereunder; or (c) take whatever action at law or in equity may appear necessary or desirable to collect the Basic Rent then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the County under this Lease Agreement. In any of such cases, all rights and interests created or then existing in favor of the County as against the Authority hereunder shall cease and terminate, and the right to the possession of the Leased Property and all other rights acquired by the County hereunder shall revert to and revest in the Authority without any act of re-entry, or any other act of the Authority to be performed and without any right of the County of return, reclamation or compensation for moneys paid under this Lease Agreement as absolutely, fully and perfectly as if this Lease Agreement and such payments had never been made; and in case of such default all payments theretofore made on this Lease Agreement are to be retained by and belong to the Authority as the agreed and reasonable rent of the Leased Property up to the time of such default. Any amounts received by the Authority pursuant to the foregoing provisions shall be applied first to costs, then to any unpaid interest and then to repayment of principal, and upon payment in full of all amounts due such excess shall be deposited with the Bondholder and credited to the next required payment.

Section 6.3 Reinstatement after Event of Default. Notwithstanding the exercise by the Authority of any remedy granted by Section 6.2, unless the Authority shall have sold its leasehold estate in the Leased Property or shall have entered into an agreement providing for the re-letting of the Leased Property for at least one year, if the balance of the Basic Rent shall have been accelerated pursuant to Section 6.2(a) and all overdue Basic Rent, together with any interest thereon, and all Additional Rent shall have been paid, then the County's default under this Lease Agreement shall be waived without further action by the Authority. Upon such payment and waiver, this Lease Agreement shall be fully reinstated and all Basic Rent payments will be due and payable in accordance with Exhibit A, and the County shall be restored to the use, occupancy and possession of the Leased Property; provided, however, if all or any part of the

Leased Property have been re-let for less than one year, the County shall not be restored to the use, occupancy and possession thereof until the end of such lease.

Section 6.4 No Remedy Exclusive. No remedy conferred by this Lease Agreement upon or reserved to the Authority is intended to be exclusive of any other available remedy or remedies, but every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof or acquiescence therein, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 6.5 No Additional Waiver Implied by One Waiver. Failure by the Authority at any time to require performance by the County of any provision hereof shall in no way affect the Authority's right hereunder to enforce the same, nor shall any waiver by the Authority of any breach of any provision hereof be held to be a waiver of any succeeding breach or any such provision, or as a waiver of the provision itself.

Section 6.6 Attorney's Fees and Other Expenses. The prevailing party shall be entitled to reasonable fees of attorneys and other reasonable expenses in any action involved in the enforcement of any obligations under this Lease Agreement.

ARTICLE VII. TERMINATION OF LEASE

Section 7.1 Right to Terminate. If as a result of failure of the Board of Supervisors to appropriate moneys for such purposes, any payments of Basic Rent or Additional Rent are not made when due, either party hereto or the Bondholder as assignee of the Authority shall have the right to terminate this Lease Agreement by giving notice of the exercise of its rights pursuant to this Section to the other party and the Bondholder. If the Authority terminates this Lease Agreement, its notice to the County and the Bondholder shall specify a date not sooner than 30 days and not later than 90 days thereafter for such termination.

Section 7.2 Rights upon Termination. Upon termination of this Lease Agreement, the Authority may exclude the County from possession of the Leased Property and sell or lease the County's leasehold estate in the Leased Property, in the manner provided by and subject to Section 6.2(b) and the County must comply with its covenant contained therein.

Section 7.3 Reinstatement after Termination. Notwithstanding any termination of this Lease Agreement in accordance with Section 7.1, this Lease Agreement shall be fully reinstated, and the County shall be restored to the use, occupancy and possession of the Leased Property if the conditions set forth in Section 6.3 are satisfied.

ARTICLE VIII.
ASSIGNMENT AGREEMENT; AND AMENDMENTS

Section 8.1 Assignment Agreement. Simultaneously with the execution of this Lease Agreement, the Authority has entered into the Assignment Agreement with the Bondholder. The County shall not be obligated to take any notice of any sale, assignment, pledge, mortgage, transfer or other disposition of any interest in this Lease Agreement by the Authority, unless such sale, assignment, pledge, mortgage, transfer or other disposition is undertaken in accordance with the Assignment Agreement.

Section 8.2 Covenants of the County. The County acknowledges and confirms all covenants and representations set forth with respect to the County in the Bond Purchase Agreement and agrees to comply with all other obligations imposed upon it therein.

Section 8.3 Assignment. Simultaneously with the execution of this Lease Agreement, the Authority has entered into the Assignment Agreement by which the Authority assigns all of its rights, title and interest in and to the Ground Lease and this Lease Agreement (except its rights to receive payment of its fees and expenses, to receive indemnification and to receive notices) to the Lender for its benefit as the Bondholder. The County hereby (a) consents to such assignments, (b) agrees to execute and deliver such further acknowledgments, agreements and other instruments as may be reasonably requested by the Authority or the Bondholder to effect such assignment, (c) agrees to make all payments due to the Authority under this Lease Agreement directly to the Bondholder (except for its right to receive payment of its fees and expenses), subject to Section 4.5, and (d) agrees to comply fully with the terms of such assignment so long as such assignment is not inconsistent with the provisions hereof. All references herein to the Authority shall include the Bondholder for its benefit as the holder of the Bond and its successors and assigns, whether or not specific reference is otherwise made to the Bondholder, unless the context requires otherwise.

Notwithstanding the foregoing, no such assignment or reassignment (other than pursuant to the Assignment Agreement) of any of the Authority's right, title or interest in this Lease Agreement or the Leased Property shall be effective unless and until the County shall have received a duplicate original counterpart of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for the holder of the Bond, it shall thereafter be sufficient that a copy of the trust instrument or agency agreement is no longer in effect. During the Lease Term, the County shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code.

Section 8.4 Amendments. This Lease Agreement may not be amended or modified by the County and the Authority without the consent of the Bondholder. Furthermore, this Lease Agreement may be amended by the County and the Authority with the prior written consent of the Bondholder by any Supplemental Lease Agreement relating to the issuance of Additional Bonds or Additional Notes.

Section 8.5 No Merger. So long as any Basic Rent remains unpaid and unless the Bondholder otherwise consents in writing, the fee simple and the leasehold estates in and to the

Leased Property shall not merge but shall always remain separate and distinct, notwithstanding the union of such estates by purchase or otherwise in the Authority, the Bondholder, the County, any lessee or any third party.

ARTICLE IX. MISCELLANEOUS

Section 9.1 Notices. Unless otherwise provided in this Lease Agreement, all demands, notices, approvals, consents, requests, opinions and other communications under this Lease Agreement must be in writing and will be deemed to have been given when delivered in person, or by FedEx or other express courier service, or when mailed by registered or certified mail, postage prepaid, addressed (i) if to the Authority, c/o King and Queen County Administration Office, 242 Allens Circle, Suite L, King and Queen Court House, Virginia 23085 (Attention: Chairman), (ii) if to the County, c/o King and Queen County Administration Office, 242 Allens Circle, Suite L, King and Queen Court House, Virginia 23085 (Attention: County Administrator) and (iii) if to the Bondholder, at 3993 Howard Hughes Pkwy, Suite 250, Las Vegas, NV 89169 (Attn: Public Capital Dept.). A duplicate copy of each demand, notice, approval, consent, request, opinion or other communication given under this Lease Agreement by either the Authority or the County to the other will also be given to the Bondholder. The Authority, the County and the Bondholder may, by notice given under this Lease Agreement, designate any additional or different addresses or persons to which subsequent demands, notices, approvals, consents, requests, opinions or other communications are to be sent.

Section 9.2 Severability. If any provision of this Lease Agreement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

Section 9.3 Amounts Remaining Under Bond Purchase Agreement. It is agreed by the parties to this Lease Agreement that any amount with respect to the Bond remaining in any fund or account created under the Bond Purchase Agreement will, after payment of all amounts due from the County or the Authority pursuant to the Basic Agreements, belong to and be paid to the County.

Section 9.4 Liability of Authority. Notwithstanding any provision of the Bond or the Basic Agreements to the contrary, the obligations of the Authority under the Bond and the Basic Agreements are not general obligations of the Authority, but are limited obligations payable solely from payments of Basic Rent and Additional Rent, if any. No director or officer of the Authority shall be personally liable on the Authority's obligation hereunder. The Authority shall not be liable for the actions of the County, as its agent, or for any actions of the County under the Basic Agreements.

Section 9.5 Successors and Assigns. This Lease Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Section 9.6 Counterparts. This Lease Agreement may be executed in any number of counterparts, each of which shall be an original, together shall constitute but one and the same

Lease Agreement; except that as to delivery of the original executed copy of this Lease Agreement as required by the Assignment Agreement, the counterpart containing the receipt therefor executed by the Lender following the signatures to this Lease Agreement shall be the original.

Section 9.7 Entire Agreement. The Basic Agreements express the entire understanding and all agreements between the parties and may not be modified except in writing signed by the parties.

Section 9.8 Governing Law. This Lease Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be duly executed as of the date first above written.

**ECONOMIC DEVELOPMENT AUTHORITY
OF THE COUNTY OF KING AND QUEEN,
VIRGINIA**

By: _____
Chair

COMMONWEALTH OF VIRGINIA)
At Large)

The foregoing instrument was acknowledged before me in the County of King and Queen, Virginia, this _____ day of November, 2025, by _____, Chair of the Economic Development Authority of the County of King and Queen, Virginia.

My commission expires: _____.

My Notary Registration number is: _____.

Notary Public

COUNTY OF KING AND QUEEN, VIRGINIA

By: _____
Chair, Board of Supervisors

COMMONWEALTH OF VIRGINIA)
At Large)

The foregoing instrument was acknowledged before me in the County of King and Queen, Virginia, this _____ day of November, 2025, by _____, Chair of the Board of Supervisors of the County of King and Queen, Virginia.

My commission expires: _____.

My Notary Registration number is: _____.

Notary Public

RECEIPT

Receipt of the foregoing original counterpart of the Lease Agreement, dated as of November 1, 2025, between the Economic Development Authority of the County of King and Queen, Virginia and the County of King and Queen, Virginia, is hereby acknowledged.

HUNTINGTON PUBLIC CAPITAL CORPORATION

By: _____

Title: _____

Exhibit A
Schedule of Lease Payments

- * The interest rate hereunder is subject to adjustment upon a Determination of Taxability as defined in the Bond.

Exhibit B

Property Description

County Administration Facilities as hereinafter described:

TABLE OF CONTENTS

Page

ARTICLE I. DEFINITIONS 1
 Section 1.1 Definitions..... 1
 Section 1.2 Rules of Construction 5

ARTICLE II. REPRESENTATIONS..... 5
 Section 2.1 Representations by Authority 5
 Section 2.2 Representations by County 6

ARTICLE III. ACQUISITION OF THE PROJECT AND LEASING OF THE LEASED PROPERTY 7
 Section 3.1 Demise of Leased Property 7
 Section 3.2 Agreement to Finance the Project..... 8
 Section 3.3 Default in Contractor’s Performance 9

ARTICLE IV. LEASE TERM; PAYMENT OF RENTALS; MAINTENANCE; INSURANCE; CERTIFICATION AND TAXES..... 9
 Section 4.1 Lease Term..... 9
 Section 4.2 Rental Payments..... 9
 Section 4.3 Prepayment of Rentals; Option to Purchase 10
 Section 4.4 Additional Bonds and Additional Notes 10
 Section 4.5 Appropriations of Basic Rent and Additional Rent, if any; Declaration of Essentiality 10
 Section 4.6 Insurance 11
 Section 4.7 Maintenance; Expenses of Maintenance; Taxes 12
 Section 4.8 Net Lease 13
 Section 4.9 Proof of Payment of Taxes, etc 13
 Section 4.10 No Encumbrances 13
 Section 4.11 Installation of County’s Own Furnishings and Equipment..... 13
 Section 4.12 Transfer at End of Lease Term 13
 Section 4.13 Use of Proceeds..... 13
 Section 4.14 Preservation of Tax-Exempt Status of Interest, Representations, Warranties and Covenants 14
 Section 4.15 Certification as to Environmental Liabilities 14

ARTICLE V. DAMAGE, DESTRUCTION OR CONDEMNATION..... 15
 Section 5.1 Damage or Destruction 15
 Section 5.2 Condemnation and Loss of Title..... 16

ARTICLE VI. EVENTS OF DEFAULT AND REMEDIES 18
 Section 6.1 Events of Default 18
 Section 6.2 Remedies..... 19
 Section 6.3 Reinstatement after Event of Default..... 19
 Section 6.4 No Remedy Exclusive..... 20

Section 6.5	No Additional Waiver Implied by One Waiver	20
Section 6.6	Attorney’s Fees and Other Expenses	20
ARTICLE VII. TERMINATION OF LEASE		20
Section 7.1	Right to Terminate	20
Section 7.2	Rights upon Termination	20
Section 7.3	Reinstatement after Termination.....	20
ARTICLE VIII. ASSIGNMENT AGREEMENT; AND AMENDMENTS		21
Section 8.1	Assignment Agreement.....	21
Section 8.2	Covenants of the County.....	21
Section 8.3	Assignment	21
Section 8.4	Amendments	21
Section 8.5	No Merger.....	21
ARTICLE IX. MISCELLANEOUS.....		22
Section 9.1	Notices	22
Section 9.2	Severability	22
Section 9.3	Amounts Remaining Under Bond Purchase Agreement	22
Section 9.4	Liability of Authority.....	22
Section 9.5	Successors and Assigns.....	22
Section 9.6	Counterparts.....	22
Section 9.7	Entire Agreement	23
Section 9.8	Governing Law	23

Testimonium
Signatures
Acknowledgements
Receipt

Exhibit A - Schedule of Basic Rent Payments
Exhibit B - Legal Description

EXEMPT FROM CLERK'S FEE PURSUANT TO VIRGINIA CODE SECTION 17.1-266

**EXEMPT FROM RECORDATION TAXES PURSUANT
TO VIRGINIA CODE SECTION 58.1-811.E**

GROUND LEASE

THIS GROUND LEASE, dated as of the 1st day of November, 2025, is a deed of lease and is between the **COUNTY OF KING AND QUEEN, VIRGINIA (the "County")** as lessor and grantor for indexing purposes, and the **ECONOMIC DEVELOPMENT AUTHORITY OF THE COUNTY OF KING AND QUEEN, VIRGINIA** a political subdivision of the Commonwealth of Virginia, (**the "Authority"**), as lessee and grantee for indexing purposes.

WITNESSETH:

WHEREAS, the Authority desires to acquire a leasehold interest in certain real property and buildings and improvements thereon, located in the County as more fully described in **Exhibit A** hereto, (**the "Leased Property"**), to provide funds to finance various County and School Board capital projects, including, but not limited to, school facilities, County emergency services facilities, and County and school vehicles (**the "Project"**), through the issuance by the Authority of its \$6,500,000 Lease Revenue Bond, Series 2025 (**the "Bond"**); and

WHEREAS, the Authority, the County and Huntington Public Capital Corporation (**the "Lender"**) have entered into a Bond Purchase Agreement, dated as of November 1, 2025 (**the "Bond Purchase Agreement"**), to provide the terms for the issuance of the Bond, to provide funds to finance a portion of the Project as described above and to pay costs of issuing the Bond; and

WHEREAS, the County holds the fee simple title to the property on which the Leased Property is located; and

WHEREAS, the County desires to lease the Leased Property to the Authority to finance the Project and, in turn, such Leased Property will be leased to the County pursuant to a Lease Agreement, between the Authority and the County, dated as of the date hereof (**the "Lease Agreement"**); and

WHEREAS the Authority desires to enter into this Ground Lease with the County in order to finance the Project; and

WHEREAS, pursuant to Section 15.2-1800(B) of the Code of Virginia of 1950, as amended, the County is authorized to enter into leases of real property;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained and other valuable consideration, the parties hereto covenant and agree as follows:

Section 1. Lease of Leased Property. The County hereby demises and leases to the Authority, and the Authority hereby leases from the County, the Leased Property, together with all improvements now or hereafter located thereon or situated thereon, subject to the terms and provisions of this Ground Lease.

Section 2. Term. The term of this Lease shall commence on the execution hereof and shall expire at 11:59 p.m., [February 1, 2035] as to the Leased Property, unless such term is sooner terminated as hereinafter provided.

Section 3. Rental. The Authority shall pay to the County, upon the execution hereof, as and for rental hereunder the sum of \$10.00 from the proceeds of the Bond and other valuable consideration upon the execution of this Ground Lease, receipt of which is hereby acknowledged, representing rental of the Leased Property in advance for the term of this Ground Lease.

Section 4. Purpose. The Authority shall use the Leased Property for leasing of the Leased Property to the County pursuant to the terms of the Lease Agreement, as well as for such purposes as may be incidental thereto; provided, however, that if any default by the County (which is not cured within any applicable notice and cure period) or an event of non-appropriation by the County occurs under the Lease Agreement, then the Lender shall be entitled to use the Leased Property for any use in accordance with all applicable laws for the remainder of the term hereof.

Section 5. Representations and Warranties of the County.

(a) **Title to Leased Property.** The County represents and warrants that it is the owner in fee simple of the Leased Property and that its title is, good and marketable. Title to the Leased Property shall remain in the County, subject to the rights of the Authority hereunder.

(b) **Existence and Authorization.** The County represents and warrants that (i) it is a county and political subdivision under the laws of the Commonwealth of Virginia, and (ii) it has the full power and authority to enter into this Ground Lease and to perform the transactions contemplated thereby and to carry out its obligations thereunder and by proper action has duly authorized, executed and delivered such Ground Lease.

(c) **No Lien or Encumbrance.** No lien or encumbrance on the Leased Property materially impairs the County's or the Authority's use of the Leased Property for the purposes for which it is, or may reasonably be expected to be, held. This Ground Lease and the Lease Agreement are the only leases that encumber or will encumber the Leased Property. The Leased Property is not subject to any dedication, easement, right of way, reservation in patent, covenant, condition, restriction, lien or encumbrance which would prohibit or materially interfere with the County's or the Authority's use of the Leased Property as contemplated by this Ground Lease and the Lease Agreement.

(d) Flood Hazard. The Leased Property is not located in a “Special Flood Hazard Area” show on a Flood Hazard Boundary Map or a Flood Insurance Rate Map used in connection with the National Flood Insurance Program and has not been subject to material damage from flooding.

(e) Insured Value. The insured value of the Leased Property, based on replacement cost, is not less than the aggregate principal component of all of the Payments of Basic Rent (as defined in the Lease Agreement).

(f) Useful Life. The building(s) located on the Leased Property have a remaining useful life that extends to at least February 1, 2030.

(g) Hazardous Materials. To the best of the County’s knowledge, after due inquiry, the Leased Property is free of all Hazardous Materials (as defined in the Lease Agreement) that would impair the County’s use of the Leased Property for the purposes for which it is, or may reasonably be expected to be, held or that will materially adversely affect the ability of the County or the Authority to perform their respective obligations under this Ground Lease or the Lease Agreement, as applicable.

(h) Taxes and Assessments. All taxes, assessments or impositions of any kind with respect to the Leased Property, except current taxes, have been paid.

(i) The Leased Property. The County has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby the Authority’s or the County’s interest in any property now or hereafter included in the Leased Property shall be or may be impaired, changed or encumbered in any manner whatsoever except as permitted by this Ground Lease or the Lease Agreement.

Section 6. Assignment and Sublease. The Authority may assign its rights under this Ground Lease or encumber its rights hereunder or sublet the Leased Property without the consent of the County only (a) in connection with any assignment of its rights under the Lease Agreement, (b) if the Lease Agreement is terminated for any reason, including without limitation, because of a failure of appropriation or (c) if an Event of Default, as defined in the Lease Agreement, has occurred and is continuing. The Authority shall not assign its interest in this Ground Lease or encumber its rights hereunder or sublet the Leased Property without the consent of the Lender.

Section 7. Fees and Expenses. The County has agreed under the Lease Agreement to pay, subject to appropriation by the County, all reasonable expenses of the Authority arising out of the transactions contemplated by the Basic Agreements (as defined in the Lease Agreement).

Section 8. Termination.

(a) In the event the County makes all of the payments of Basic Rent and Additional Rent (each as defined in and provided for in the Lease Agreement) or upon the expiration of the

term hereof, the leasehold estate of the Authority hereunder shall be transferred, conveyed and assigned by the Authority to the County. The Authority agrees, upon such transfer, conveyance, assignment and termination, to surrender the Leased Property to the County, or as instructed by the County, after taking all actions necessary by law to permit such transfer, conveyance and assignment and, upon the request of the County, to execute an appropriate instrument evidencing such transfer, conveyance and assignment.

(b) The County shall not have the right to exclude the Authority from the Leased Property or take possession of the Leased Property (other than pursuant to the Lease Agreement) or to terminate this Ground Lease prior to the expiration of its term upon any default by the Authority of its obligations hereunder, except that if, upon payment by the County of all amounts specified in Section 4.12 of the Lease Agreement, the Authority fails to convey its leasehold estate hereunder to the County, then the County shall have the right to terminate this Ground Lease, such termination to be effective 30 days after giving notice of such termination to the Authority and, itself, convey its interest in the Leased Property to the County. However, in the event of a default by the Authority hereunder, the County may maintain an action for specific performance.

Section 9. Quiet Enjoyment. Subject to the Lease Agreement, the Authority at all times during the term of this Ground Lease shall peaceably and quietly have, hold and enjoy the entire leasehold estate created hereunder, subject to the obligation of the County under Section 15.2-1638 of the Code of Virginia of 1950, as amended, to provide courthouses with suitable space and facilities for the various courts and officials serving the County, a fireproof record room for the clerk, a jail, and, upon request, suitable offices for the Commonwealth Attorney.

Section 10. Notices. All notices to be given under this Ground Lease shall be in writing and shall be deemed to have been given when delivered in person or when mailed by first class registered or certified mail, postage prepaid, addressed (a) if to the Authority, c/o King and Queen County Administration Office, 242 Allens Circle, Suite L, P.O. Box 177, King and Queen Court House, Virginia 23085 (Attention: Chairman), or (b) if to the County, c/o King and Queen County Administration Office, 242 Allens Circle, Suite L, King and Queen Court House, Virginia 23085 (Attention: County Administrator).

Section 11. Severability. If any provision of this Ground Lease shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

Section 12. Additional Provisions. All costs and expenses in connection with the financing of the Project and the issuance of the Bond, including the Authority's expenses, the fees and expenses of the County and its counsel, the fees and expenses of the Bond Counsel, the County's Financial Advisor and the Lender and its counsel and other related costs of issuance, for the sale of the Bond, shall be paid for the proceeds therefrom as applicable, or other funds of the County. If for any reason the Bond is not issued, it is understood that all such expenses shall be paid by the County and that the Authority shall have no responsibility therefor.

Section 13. Indemnification. The County by acceptance of this financing under the Lease Agreement has agreed to indemnify, defend and save harmless, to the extent permitted by law, the Authority, its officers, members, directors, employees and agents from and against all liabilities, obligations, claims, damages, penalties, fines, losses, costs and expenses in any way connected with the issuance of the Bond.

Section 14. Liability of Authority. Notwithstanding any provision of this Ground Lease to the contrary, the obligations of the Authority under this Ground Lease are not general obligations of the Authority, but are limited obligations payable solely from payments of Basic Rent and Additional Rent, if any. No director or officer of the Authority shall be personally liable on the Authority's obligations hereunder.

Section 15. Successors and Assigns. This Ground Lease shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Section 16. Counterparts. This Ground Lease may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same Ground Lease.

Section 17. Governing Law. This Ground Lease shall be governed by the laws of the Commonwealth of Virginia.

Section 18. No Merger. The reversionary and leasehold estates in and to the Leased Property created by this Ground Lease shall not merge but shall always remain separate and distinct, notwithstanding the union of such estates by purchase or otherwise in the Authority, the County, the Lender, any lessee or any third party, unless the person holding both of such estates shall expressly elect in writing for them to merge.

IN WITNESS WHEREOF, the parties have caused this Ground Lease to be duly executed as of the date first above written, by their duly authorized representatives.

**ECONOMIC DEVELOPMENT AUTHORITY
OF THE COUNTY OF KING AND QUEEN,
VIRGINIA**

By: _____
Chair

COMMONWEALTH OF VIRGINIA)
COUNTY OF KING AND QUEEN (AT LARGE))

The foregoing instrument was acknowledged before me in the County of King and Queen, Virginia, this ____ day of November, 2025, by _____, as Chair of the Economic Development Authority of the County of King and Queen, Virginia.

My commission expires: ___/___/___

My Commission ID number is _____

Notary Public

[Signature Page to Ground Lease]

COUNTY OF KING AND QUEEN, VIRGINIA

By: _____
Chair, Board of Supervisors

COMMONWEALTH OF VIRGINIA)
COUNTY OF KING AND QUEEN (AT LARGE))

The foregoing instrument was acknowledged before me in the County of King and Queen, Virginia, this ____ day of November, 2025, by _____, Chair of the Board of Supervisors of the County of King and Queen, Virginia, on behalf of the County.

My Commission Expires: __/__/__

My Commission ID number is _____

Notary Public

[Signature Page to Ground Lease]

Exhibit A

Property Description

County Administration Facilities as hereinafter described:

EXEMPT FROM CLERK'S FEE PURSUANT TO VIRGINIA CODE SECTION 17.1-266

**EXEMPT FROM RECORDATION TAXES PURSUANT TO VIRGINIA CODE
SECTION 58.1-811.E**

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT, dated as of November 1, 2025, between the **ECONOMIC DEVELOPMENT AUTHORITY OF THE COUNTY OF KING AND QUEEN, VIRGINIA** a political subdivision of the Commonwealth of Virginia, **(the "Assignor")** as grantor for indexing purposes and **HUNTINGTON PUBLIC CAPITAL CORPORATION**, its successors or assigns as bondholder of the Bond (as described below) **(the "Assignee")** as grantee for indexing purposes;

W I T N E S S E T H:

WHEREAS, the Assignor and the County of King and Queen, Virginia **(the "County")** have entered into a Ground Lease dated as of the date hereof which provides that certain Leased Property, as defined below, is leased by the County to the Assignor;

WHEREAS, the Assignor, the County and the Assignee **(the "Assignee")** have entered into a Bond Purchase Agreement, dated as of the date hereof **(the "Bond Purchase Agreement")**, which provides for the issuance of the Assignor's \$6,500,000 Lease Revenue Bond, Series 2025 **(the "Bond")** payable from certain payments by the County for rent thereunder **(“Basic Rent,” and, as applicable, “Additional Rent”)** for the lease of the Leased Property (as defined below) and as described in a Lease Agreement, dated as of the date hereof, between the Assignor and the County **(the “Lease Agreement,” and together with this Assignment Agreement, the Ground Lease (as defined below) and the Bond Purchase Agreement, the “Basic Agreements”)**;

WHEREAS, the proceeds of the Bond will be utilized to finance various County and School Board capital projects, including, but not limited to, school facilities, County emergency services facilities, and County and school vehicles **(the “Project”)** and pay costs of issuance of the Bond; and

WHEREAS, the Ground Lease, dated as of November 1, 2025 between the County and the Assignor **(the “Ground Lease”)** provides for the County to lease the County administration building **(the “Leased Property”)** to the Assignor, and the Lease Agreement provides for the Assignor to lease the Leased Property to the County and the County to lease the same from the Assignor.

Prepared by and return to:
Daniel M. Siegel, Esquire
Sands Anderson, PC
P. O. Box 1998
Richmond, VA 23218-1998
(804) 648-1636
VSB # 20523

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained and other valuable consideration, the receipt of which is acknowledged, the Assignor sells, assigns and delivers to the Assignee, its successors and assigns, all of its rights, title and interest under the Ground Lease and the Lease Agreement (except the right to receive payment of its fees and expenses, if any, to receive indemnification and to receive notices) as they may be amended from time to time pursuant to their terms, including, without limitation, its rights to (a) receive payments of Basic Rent and certain Additional Rent, (b) receive proceeds of condemnation of, and insurance on, the Leased Property, (c) re-enter and take possession of the Leased Property in the event of non-appropriation of Basic Rent or Additional Rent by the Board of Supervisors of the County and sell or lease the Leased Property, (d) exercise remedies of the Assignor upon default by the County under the Lease Agreement or a failure to appropriate and (e) all rights, interest and privileges which Assignor, as lessor, has and may have in oral or written leases now existing or hereafter made or affecting all or any part of the Leased Property, as such leases may have been, or from time to time hereafter, may be, modified, extended and renewed, with all rents, income and security deposits and profits due and becoming due therefrom including Assignor's rights, interests and privileges in any rents, income or profits derived from any subleases of the Leased Property and all rights and remedies of Assignor upon the occurrence of a default thereunder or a failure of the County to appropriate funds to make payments under the Lease Agreement. Such assignment is without recourse as to the failure of the County to make payments (due to financial inability or otherwise), or to perform any of its responsibilities or duties under the Ground Lease, the Lease Agreement or the Bond Purchase Agreement or any other documentation pertaining to the issuance of the Bond.

All moneys received by the Assignee pursuant to this Assignment Agreement shall be applied toward payment of the Bond, first to interest due and payable thereunder, then to principal due and payable thereunder. Upon repayment of the Bond, in full, and any other obligations of the County under the Lease Agreement or the Bond Purchase Agreement, all payments shall be paid to the County and this Assignment Agreement shall be terminated.

The Assignor irrevocably constitutes and appoints the Assignee, or any present or future officer or agent of the Assignee, or the successors or assigns of the Assignee, as its lawful attorney, with full power of substitution and resubstitution, in the name of the Assignor or otherwise, to collect and to sue in any court for payments due from the County under the Lease Agreement, to withdraw or settle any claims, suits or proceedings pertaining to or arising out of the Lease Agreement upon any terms, all without notice to or consent of the Assignor, and to take possession of and to endorse in the name of the Assignor any instrument for the payment of money received on account of the payments due from the County under the Lease Agreement.

The Assignee accepts such assignment as stated herein for its benefit as holder of the Bond.

The Assignor authorizes and directs the County, or its successors and assigns, to pay to the Assignee, or its successors and assigns, all Basic Rent and Additional Rent payments due or to become due under the Lease Agreement from and after the date of this Assignment Agreement by forwarding such payments to the Assignee by wire transfer or other form of electronic

payment in accordance with written instructions provided by the Assignee, or with the Assignee's consent, by such other commercially reasonable method of payment.

The Assignor authorizes and directs the County, or its successors and assigns, to pay to the Assignee, or its successors and assigns, all Basic Rent and Additional Rent (exclusive of the Assignor's expenses) payments due or to become due under the Lease Agreement from and after the date of this Assignment Agreement by forwarding such payments to the Assignee at the following address:

Huntington Public Capital Corporation
3993 Howard Hughes Pkwy
Suite 250
Las Vegas, NV 89169
(Attn: Public Capital Dept)

The Assignor covenants that, notwithstanding this Assignment Agreement, it will perform all of the Assignor's duties and obligations under the Ground Lease and the Lease Agreement, including its obligation to provide possession of the Leased Property to the County pursuant to Section 3.1 of the Lease Agreement and to transfer, convey and assign its leasehold estate to the County upon payment by the County of all payments due and to become due under the Lease Agreement pursuant to Section 4.12 thereof.

The Assignor shall deliver to the Assignee the original executed Ground Lease and Lease Agreement, and the Assignee shall at all reasonable times have full access to the books and records of the Assignor relating to the Ground Lease and the Lease Agreement and payments due from the County under the Ground Lease and the Lease Agreement and to make extracts from such books and records.

The Assignor will make, execute and deliver any papers, instruments and documents that may be required by the Assignee, or its successors or assigns, to effectuate the purpose intended by this Assignment Agreement.

The assignment effected is absolute and shall not be construed to create a lien on or a security interest in the Basic Rent for any indebtedness or other obligation of any person. The Assignor waives any right, legal or equitable, now existing or hereafter arising, to offset against, attach, levy upon, enjoin or otherwise delay or disrupt any Basic Rent that may be owing to the Assignee on account of any claim or obligation between the Assignor and the Assignee or the County.

Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Assignor under any of the leases hereby assigned, included but not limited to the Lease Agreement.

Assignor covenants and represents that, except as contemplated by the Basic Agreements no other assignment of any interest in the leases hereby assigned has been made, and that, except as provided for in the Lease Agreement, including but not limited to modifications relating to the

Bond or any Additional Bonds or Additional Notes (as defined in the Lease Agreement), the Assignor will not hereafter amend, alter, modify, cancel, surrender or terminate any of the leases, exercise any option which might lead to any such amendment, alteration, modification, cancellation, surrender or termination or consent to the release of any party liable thereunder or to the assignment of the interest of any lessee or sublessee or to any subletting without the prior written consent of Assignee.

Assignor hereby authorizes Assignee to give notice in writing of this Assignment at any time to any lessee or sublessee under any of the leases hereby assigned.

The full performance of the Bond and the Basic Agreements according to its terms shall render this Assignment Agreement void.

The net proceeds collected by Assignee under the terms of this instrument shall be applied in reduction of the entire indebtedness from time to time outstanding.

This Assignment Agreement applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns.

Notwithstanding anything contained in this Assignment Agreement to the contrary, all of the obligations of the Assignor hereunder shall be nonrecourse obligations, and the owner of the Bond and the Assignee shall look solely to Assignor's interest in the Leased Property for the satisfaction of any and all remedies they may have against the Assignor upon a default under one or more of the Basic Agreements. Neither the owner of the Bond nor the Assignee shall enforce or attempt to enforce any deficiency or other personal money judgment against the Assignor with respect to the obligations of the Assignee under the Bond and the Basic Agreements.

All capitalized terms not otherwise defined herein shall have the meanings set forth in the Lease Agreement.

Upon payment of the principal and interest portion of the Bond attributable to the Leased Property by the Authority to the Assignee, the lien of the Assignee as bondholder on such Leased Property shall be released.

This Assignment Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Virginia.

The Ground Lease, the Lease Agreement, the Bond Purchase Agreement, the Bond and this Assignment Agreement express the entire understanding and all agreements between all the parties and may not be modified except in writing signed by the parties.

This Assignment Agreement may be executed in any number of counterparts, each of which shall be an original, together shall constitute but one and the same Assignment Agreement.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment Agreement to be duly executed as of the date first above written.

**ECONOMIC DEVELOPMENT AUTHORITY
OF THE COUNTY OF KING AND QUEEN,
VIRGINIA - ASSIGNOR**

By: _____
Chair

COMMONWEALTH OF VIRGINIA)
AT LARGE)

The foregoing instrument was acknowledged before me in the County of King and Queen, Virginia, this ____ day of November, 2025, by _____, as Chair of the Economic Development Authority of the County of King and Queen, Virginia.

My commission expires: __/__/__

My Notary Registration number is: _____.

Notary Public

HUNTINGTON PUBLIC CAPITAL CORPORATION, ASSIGNEE

By: _____
Title: _____

COMMONWEALTH OF VIRGINIA)
AT LARGE)

The foregoing instrument was acknowledged before me in the County of _____, State of Ohio, this _____ day of November, 2025, by _____, as _____ on behalf of Huntington Public Capital Corporation, as Assignee.

My commission expires: __/__/__

My Notary Registration number is: _____.

Notary Public

BOND PURCHASE AGREEMENT

Dated as of November 1, 2025

Economic Development Authority
of the County of King and Queen, Virginia
King and Queen Court House, Virginia

Board of Supervisors of the
County of King and Queen, Virginia
King and Queen Court House, Virginia

Economic Development Authority of the County of King and Queen, Virginia \$6,500,000 Lease Revenue Bond, Series 2025

Ladies and Gentlemen:

Acceptance and execution of this agreement will confirm the agreement between the ECONOMIC DEVELOPMENT AUTHORITY OF THE COUNTY OF KING AND QUEEN, VIRGINIA, a political subdivision of the Commonwealth of Virginia (**the “Authority”**), THE COUNTY OF KING AND QUEEN, VIRGINIA, a county and political subdivision of the Commonwealth of Virginia (**the “County”**), and Huntington Public Capital Corporation (**the “Lender”**), concerning the purchase by the Lender of the Authority’s \$6,500,000 Lease Revenue Bond, Series 2025 (**the “2025 Bond,” or the “Bond”**), dated as of November __, 2025, such Bond maturing in the years and amounts, subject to redemption, and bearing interest at rates as set forth in the form of Bond attached as **Exhibit A**.

The proceeds of the Bond will be utilized to (a) finance various County and School Board capital projects, including, but not limited to, school facilities, County emergency services facilities, and County and school vehicles (**the “Project”**) as described and issued pursuant to a resolution adopted by the Board of Supervisors of the County on October 14, 2025 (**the “County Resolution”**), and a resolution of the Authority adopted on November 6, 2025 (**the “Authority Resolution”**), and (b) to pay certain costs and expenses incurred in connection with the issuance of the Bond.

The Bond will be secured by an Assignment Agreement, dated as of November 1, 2025 (**“Assignment Agreement”**), whereby the Authority as assignor assigns to the Lender as assignee, the rights of the Authority under the Ground Lease (as defined below) and the Lease Agreement (as defined below) (except the right to receive payment of fees and expenses, if any, and to receive indemnification and to receive notices) and shall be payable, to the extent moneys are not otherwise available therefor, solely from revenues to be derived by the Authority from the leasing of the Leased Property (as hereinafter defined) pursuant to a Lease Agreement, dated as of November 1, 2025 (**the “Lease Agreement”**) between the Authority and the County. The Authority and the County will enter into a Ground Lease, dated as of November 1, 2025, (**the “Ground Lease”**) providing for the lease to the Authority of certain real estate (**the “Leased Property”**). The Bond, the Lease Agreement, the Ground Lease and the Assignment Agreement will be in the forms

previously supplied to us, with only such subsequent modifications as may be approved by you and us. **Hereinafter, the Bond, the Lease Agreement, the Ground Lease, the Assignment Agreement and this Bond Purchase Agreement shall be referred to as the “Documents”.**

Section 1. TERMS AND CONDITIONS

Upon the terms and conditions and upon the basis of the representations set forth herein, the Lender hereby agrees to purchase from the Authority, and the Authority hereby agrees to sell to the Lender, the Bond at the purchase price of 100% of the aggregate principal amount thereof **(the “Purchase Price”)**. The Bond shall be as described in, and shall have the terms and conditions, including but not limited to the payment dates for interest, principal and redemption or prepayment provisions, set forth in the form of the Bond attached as **Exhibit A** hereto and incorporated by this reference. The 2025 Bond may be redeemed at the option of the Authority, in whole but not in part, any time after February 1, 2027 with 30 days’ notice, upon payment of interest accrued to the redemption date plus 100% of the outstanding principal amount of such 2025 Bond.

Section 2. REPRESENTATIONS AND WARRANTIES OF THE AUTHORITY

The Authority represents, warrants and agrees with the Lender that:

(a) the Authority is, and will be at Closing (as defined below), duly organized and validly existing as an industrial development authority under the Industrial Development and Revenue Bond Act, Chapter 49, Title 15.2, Code of Virginia of 1950, as amended **(the “Act”)** and has the power and authority (1) to issue, sell and deliver the Bond to the Lender as provided herein, (2) finance the Project with the proceeds of the Bond, (3) to adopt the Authority Resolution and (4) to consummate all transactions contemplated by, and perform its obligations under, this Bond Purchase Agreement, the Authority Resolution and the other Documents.

(b) when delivered to, and paid for by the Lender at the Closing in accordance with the provisions of this Bond Purchase Agreement, the Bond will have been duly authorized, executed, issued and delivered and will constitute legal, valid and binding limited obligations of the Authority.

(c) the adoption of the Authority Resolution and the execution and delivery of the Documents and compliance with the provisions thereof, under the circumstances contemplated hereby and thereby, do not and will not (1) violate the Constitution or laws of the Commonwealth of Virginia, including, without limitation, the Act, the ordinances creating the Authority, the Authority’s Bylaws or any other existing law, rule, regulation, order, writ, judgment, injunction, decree, or determination of any court, regulatory agency or other governmental unit by which the Authority is bound, or (2) conflict with, result in a breach of, or constitute a default under, any existing resolution, ordinance, indenture of trust or mortgage, loan or credit agreement, or any other existing agreement or instrument to which the Authority is a party or by which the Authority may be bound;

(d) the Authority has duly authorized, executed and delivered, and approved the performance by the Authority of its obligations contained in the Documents;

(e) prior to the Closing, all approvals, consents and orders, if any, of any governmental authority, board, agency or commission having jurisdiction over the Authority which would constitute a condition precedent to the performance by the Authority of its obligations hereunder and under the Bond and the other Documents have been obtained;

(f) no suit, action, proceeding or investigation is pending or, to the knowledge of the Authority, threatened against or affecting any of the Authority's properties, or against or affecting the Authority, before any court or governmental department, commission, board, bureau, agency or instrumentality which involves or would materially affect any of the transactions contemplated hereby or by the Documents, or which, if determined adversely, could have a material adverse effect on (i) the organization or existence of the Authority, (ii) the execution and delivery by the Authority of the Documents, (iii) the performance by the Authority of its obligations under the Documents, (iv) the validity or enforceability of the Documents or the transactions contemplated thereby, (v) the title or authority of any Authority or County officials executing the Documents or other documents relating to the transactions contemplated thereby, or (vi) any authority or proceeding relating to the execution and delivery of the Documents on behalf of the Authority;

(g) no set of facts exists that, either immediately upon execution and delivery of any of the Documents or with the passage of time or giving of notice, or both, thereafter, would cause or lead to a default or Event of Default under any of such Documents;

(h) as of the Closing, the Authority will have complied with all the agreements and satisfied all the conditions on its part required to be performed or satisfied at or prior to the Closing other than those specified hereunder which have been waived by the Lender;

(i) the Authority has not created or suffered to be created or agreed to create or suffer to be created any lien, encumbrance or charge upon the revenues and funds, including but not limited to, the Basic Rent and Additional Rent (each as defined in the Lease Agreement), if any, to be paid under the Lease Agreement and pledged to secure the Bond except the pledge, lien and charge for the security of the Bond; and

(j) the representations and agreements of the Authority herein will be true and correct in all material respects as of the Closing.

Section 3. REPRESENTATIONS AND WARRANTIES OF THE COUNTY.

The County makes the following representations and warranties, all of which shall survive the delivery of the Bond:

(a) The County is a political subdivision of the Commonwealth of Virginia.

(b) The County has the power to enter into the Documents and pursuant to the County Resolution, has duly authorized the Documents.

(c) The Project constitutes “authority facilities” within the meaning of the Act, and the Leased Property's primary purpose is to be used and operated by the County and for governmental purposes of the County. The County has obtained or will obtain all licenses, permits and consents required for the operation of the Leased Property.

(d) The proceeds of the sale of the Bond will be applied as described in Section 1 above.

(e) The adoption of the County Resolution and the execution and delivery of the Documents and the performance by the County of its obligations thereunder will not conflict with or constitute a breach or result in a default under (i) any federal or Virginia constitutional or statutory provision, (ii) any agreement or other instrument to which the County is a party or by which it is bound, or (iii) any order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the County or its property.

(f) No consent, approval, authorization or order of any governmental or regulatory authority is required to be obtained by the County as a condition precedent to the execution and delivery by the County of the Documents or the performance by the County of its obligations thereunder.

(g) The County is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money or under any instrument under or subject to which any indebtedness has been incurred. No event has occurred or is continuing that, with the lapse of time or the giving of notice, or both, would constitute an event of default thereunder.

(h) The County is not in violation in any material respect of any existing law, rule or regulation applicable to it and is not in default under any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the County is a party or by which it is bound or to which any of its assets are subject, and the execution and delivery by the County of the Documents and the compliance with the terms and conditions thereof will not conflict with or result in the breach of or constitute a default under any of the foregoing.

(i) There is no litigation at law or in equity, or any proceeding before any governmental agency, pending or, to the knowledge of the County, threatened, in which any liability of the County is not adequately covered by insurance or in which any judgment or order directed to the County would have a material adverse effect upon the operations or assets of the County or affect the validity of (i) the organization and existence of the County, (ii) its authority to execute and deliver the Documents or perform its obligations thereunder, (iii) the validity or enforceability of any such instruments or the transactions contemplated thereby, (iv) the titles of

the officers who executed or will execute such instruments, or (v) any authority or proceedings relating to the execution and delivery of such instruments by the County.

(j) The audited financial statements of the County fairly present the County's financial condition as of the dates indicated and the results of its operations for the periods specified, and the County has no reason to believe that such summary and financial statements have not been prepared in accordance with generally accepted accounting principles consistently applied. There has been no material adverse change in the condition, financial or otherwise, of the County since June 30, 2024.

Section 4. CLOSING

At 11:00 a.m., Richmond, Virginia time, on November __, 2025 (**the "Closing Date"**) or at such other time or date as the Authority and the Lender shall mutually agree upon, the Authority will deliver or cause to be delivered to the Lender, at the offices of Sands Anderson PC, Richmond, Virginia, or at such other place as the Authority and the Lender may mutually agree upon, the Bond in registered form, duly executed by the Authority and the Documents in subsection 5(b) hereof. Concurrently with the notification to the Lender that delivery of the Bond has been made (**the "Closing"**), the Lender will accept such delivery and will cause the payment to the County on behalf of the Authority, by immediately available funds of the Purchase Price of the Bond on the Closing Date as set forth in the Closing Memorandum prepared by the County's Financial Advisor, Davenport & Company LLC (**the "Financial Advisor"**) as approved by the County (**the "Closing Memorandum"**).

Section 5. CONDITIONS PRECEDENT TO CLOSING

The Lender has entered into this Bond Purchase Agreement in reliance upon the Authority's representations and agreements herein and the performance by the Authority of its obligations hereunder, both as of the date hereof and as of the Closing Date. The Lender's obligations under this Bond Purchase Agreement are and shall be subject to the following further conditions:

(a) at the time of Closing, the Authority Resolution, the County Resolution, the Documents and the Bond shall have been duly adopted or executed and delivered by the parties thereto and shall be in full force and effect and the Documents and the Bond shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Lender, and the Authority and the County shall have duly adopted and there shall be in full force and effect such resolutions as, in the opinion of Sands Anderson, PC, Richmond, Virginia, Bond Counsel, shall be necessary in connection with the transactions contemplated hereby and thereby;

(b) at the Closing, the Lender shall receive in addition to the Bond and the Documents, the following:

(1) (A) the approving opinion, dated the Closing Date, in form and substance satisfactory to the Lender, of Bond Counsel; and (B) the opinion of the County Attorney and of Authority Counsel, in the forms

attached hereto as **Exhibits B and C**, with such changes in such opinion as Bond Counsel and the Lender shall approve;

(2) a certified copy of the Authority Resolution and the County Resolution; and

(3) such additional legal opinions, certificates, proceedings, instruments, and other documents, as the Lender or Bond Counsel may reasonably request to evidence (A) compliance by the Authority with legal requirements relating to the issuance of the Bond, or the representations set forth in the Authority's Tax and Nonarbitrage Certificate, (B) the truth and accuracy, as of the Closing Date, of all representations herein contained, and (C) the due performance or satisfaction by the Authority at or prior to such date of all agreements then to be performed and all conditions then to be satisfied as contemplated under this Bond Purchase Agreement.

If the Authority shall be unable to satisfy the conditions to the Lender's obligations contained in this Bond Purchase Agreement or if the Lender's obligations shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate, and neither the Authority, nor the Lender shall have any further obligations hereunder, except that (i) the representations and warranties of the Authority and the County set forth in Section 2 and Section 3, respectively, herein (as of the date made) will continue in full force and effect; and (ii) the obligations of the County to pay the expenses and costs set forth in Section 7 shall continue.

Section 6. DISBURSEMENT

At Closing, the Lender will wire in immediately available funds, a portion of the Purchase Price of the Bond to pay the costs of issuance of the Bond, as set forth in the Closing Memorandum prepared by the Financial Advisor. The full proceeds of the Bond will be disbursed at Closing. The remaining monies from the Purchase Price of the Bond after payment of costs of issuance will be deposited in a separate and distinct account established by the County and disbursed to pay or reimburse costs of the Project.

Section 7. EXPENSES AND COSTS

The expenses and costs incident to the issuance of the Bond, including the fees and expenses of Bond Counsel and the fees and expenses of Authority Counsel, fees and expenses of the County Attorney and the fees and expenses of the Financial Advisor, and fees and expenses of Lender Counsel shall be paid from the proceeds of the Bond or other monies received by the Authority on behalf of the County, based on the Closing Memorandum.

Section 8. FINANCIAL STATEMENTS

The County must furnish to the Lender, annually during the term of the Bond, audited financial statements of the County and its comprehensive annual financial report as soon as

available but no later than 270 days after the end of the County's fiscal year, commencing with the fiscal year ending June 30, 2025. Such financial statements must be in a form and degree acceptable to the Lender and prepared in accordance with generally accepted accounting principles. The County will provide the Lender such other public information as the Lender may reasonably request.

Section 9. OPTIONAL PREPAYMENT

The Bond are subject to prepayment or redemption prior to maturity as described in Section 1.

Section 10. NOTICES

Any notice or other communication to be given to the parties under this Bond Purchase Agreement shall be in writing and shall be deemed delivered if delivered in person or sent by certified mail, return receipt requested, to the parties as follows: if to the Authority, at its address set forth above; if to the County, at its address set forth above; and if to the Lender, to 3993 Howard Hughes Pkwy, Suite 250, Las Vegas, NV 89169 (Attn: Public Capital Dept.).

Section 11. LIMITED BENEFIT; SURVIVABILITY

This Bond Purchase Agreement is made solely for the benefit of the Authority and the Lender, and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. All representations and agreements by the Authority and the Lender in this Bond Purchase Agreement shall survive the delivery of and payment for the Bond.

Section 12. APPLICABLE LAW

The rights and obligations of the parties to this Bond Purchase Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Virginia, exclusive of its conflicts of laws provisions.

Section 13. ENTIRE UNDERSTANDING AND AMENDMENTS; COUNTERPARTS

This Bond Purchase Agreement expresses the entire understanding and agreement of the parties with respect to the Bond, superseding all prior agreements, whether oral or written, and may not be modified, except in writing, signed by the Lender, the County and the Authority. This Bond Purchase Agreement may be executed in any number of counterparts, each of which shall be an original, together shall constitute but one and the same Bond Purchase Agreement.

Very truly yours,

**HUNTINGTON PUBLIC CAPITAL
CORPORATION**

By: _____

Its: _____

ACCEPTED BY:

**ECONOMIC DEVELOPMENT AUTHORITY OF
THE COUNTY OF KING AND QUEEN, VIRGINIA**

By: _____
Chairman

COUNTY OF KING AND QUEEN, VIRGINIA

By: _____
Chairman, Board of Supervisors

EXHIBIT A

Form of 2025 Bond

[See Tab #__]

EXHIBIT B

Opinion of County Attorney

[See Tab #__]

EXHIBIT C

Opinion of Authority Counsel

[See Tab #__]

AGENDA: October 14, 2025 Regular Meeting

ITEM #7:

Legislative Update – Keith Hodges

ACTION REQUESTED:

Keith Hodges will provide and update from the General Assembly

ATTACHMENTS:

None

AGENDA: October 14, 2025 Regular Meeting

ITEM #8:

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: October 14, 2025 Regular Meeting

ITEM #9:

Quarterly Reports

ACTION REQUESTED:

Reports will be received from the following departments & agencies:

- Circuit Court
- Commonwealth Attorney
- Sheriff/Animal Control/Victim Witness
- Emergency Services
- VDOT
- Building Inspections/Capital Projects

ATTACHMENTS:

- None – Reports received in advance provided by email.

AGENDA: October 14, 2025 Regular Meeting

ITEM #10:

Resolution – Rural Rustic Road – Rt. 618 Shilo Road

ACTION REQUESTED:

Route 618 is the next priority on the Secondary Six Year Plan. In order to proceed with improvements, VDOT needs the board to adopt the attached resolution.

ATTACHMENTS:

- Draft Resolution

The Board of Supervisors of King & Queen County, in regular meeting on the 14th day of October, 2025, adopted the following:

RESOLUTION

WHEREAS, Section 33.2-332 of the *Code of Virginia*, permits the hard surfacing of certain unpaved roads deemed to qualify for designation as a **Rural Rustic Road**; and

WHEREAS, any such road must be located in a low-density development area and have no more than 1500 vpd; and

WHEREAS, the Board of Supervisors of King & Queen County, Virginia (“Board”) desires to consider whether Shilo Road, Route 618, 1.00 mile, From: Route 14 To: End State Maintenance be designated a Rural Rustic Road; and

WHEREAS, the Board is unaware of pending development that will significantly affect the existing traffic on this road; and

WHEREAS, this road is in the Board’s six-year plan for improvements to the secondary system of state highways; and

WHEREAS, the Board believes that this road should be so designated due to its qualifying characteristics;

NOW, THEREFORE, BE IT RESOLVED, the Board hereby designates this road a Rural Rustic Road, and requests that the Residency Administrator for the Virginia Department of Transportation concur in this designation.

BE IT FURTHER RESOLVED, the Board requests that this road be hard surfaced and, to the fullest extent prudent, be improved within the existing right of way and ditch-lines to preserve as much as possible the adjacent trees, vegetation, side slopes, and rural rustic character along the road in their current state.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Virginia Department of Transportation Residency Administrator.

Recorded Vote

A Copy Teste:

Moved By:

Seconded By:

Yeas:

Signed

Printed Name

AGENDA: October 14, 2025 Regular Meeting

ITEM #11:

Set Public Hearing Date

ACTION REQUESTED:

The following items have been discussed at workshop meetings and are ready for public hearing:

- a) Cigarette Tax Ordinance
- b) Vehicle License Fee
- c) Building Permit Fee Schedule
- d) Elderly and Disabled Tax Exemption

The next regular board meeting is scheduled for November 12, 2025 and staff is able to meet advertising requirements to have public hearings held at that meeting.

ATTACHMENTS:

- Draft Ordinances

EXHIBIT A

PART I - CODE CHAPTER 30 – TAXATION ARTICLE IX. - CIGARETTE TAX

Sec. 30-300. Title.

This Article shall be known as, and may be cited as, the King and Queen County Cigarette Tax Ordinance.

Sec. 30-301. - Definitions.

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

- (a) “**Administrator**” means the individual employed by the Board to administer the enforcement of this ordinance, or his designated agents or appointees.
- (b) “**Board**” or “**CBRRCTB**” means the Chesapeake Bay Region Cigarette Tax Board.
- (c) “**Carton**” means any container, regardless of material used in its construction, in which packages of cigarettes are placed.
- (d) “**Cigarette**” means and includes any roll of any size or shape for smoking, whether filtered or unfiltered, with or without a mouthpiece, made wholly or partly of cut, shredded or crimped tobacco or other plant or substitute for tobacco, whether the same is flavored, adulterated or mixed with another ingredient, if the wrapper or cover is made of any material other than leaf tobacco or homogenized leaf tobacco, regardless of whether the roll is labeled or sold as a cigarette or by any other name. (e) Cigarette Machine Operator means any individual, partnership or corporation engaged in the sale of packages of cigarettes from vending machines.
- (e) “**Dealer**” means and includes every manufacturer's representative, wholesaler, retailer, cigarette machine operator, public warehouseman or other person who shall sell, receive, store, possess, distribute, or transport cigarettes within or into the Town.
- (f) “**Package**” means and includes any container, regardless of the material used in its construction, in which separate cigarettes are placed without such cigarettes being placed into any container within the package. Packages are those containers of cigarettes from which they are consumed by their ultimate user. Ordinarily a package contains twenty cigarettes; however, "package" includes those containers in which fewer or more than twenty cigarettes are placed.

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

(h) **“Place of Business”** means and includes any place where cigarettes are sold, placed, stored, offered for sale, or displayed for sale or where cigarettes are brought or kept for the purpose of sale, consumption or distribution, including vending machines, by a dealer within the Town.

(i) **“Registered Agent”** means and includes every dealer and other person who shall be required to report and collect the tax on cigarettes under the provisions of this Article.

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

(k) **“Sale”** or **“Sell”** means and includes every act or transaction, regardless of the method or means employed, including barter, exchange or the use of vending machines or other mechanical devices or a criminal or tortious act whereby either ownership or possession, or both, of any cigarettes shall be transferred within the Town from a dealer as herein defined to any other person for a consideration.

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

(m) **“Store”** or **“Storage”** means and includes the keeping or retention of cigarettes in this Town for any purpose except sale in the regular course of business.

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

(o) **“Town”** means the Town of Colonial Beach, Virginia.

(p) **“Use”** means and includes the exercise of any right or power over any cigarettes or packages of cigarettes incident to the ownership or possession of those

cigarettes or packages of cigarettes including any transaction where possession is given or received or otherwise transferred, other than a sale.

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

(r) “**Wholesale Dealer**” means any individual, partnership or corporation engaged in the sale of packages of cigarettes for resale into or within the Town.

Sec. 30-302. - Levy and rate.

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

Sec. 30-303. - Methods of collection.

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

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

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

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

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

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

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

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

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

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

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

Sec. 30-304. - Registered agents.

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

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

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

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

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

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

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

Sec. 30-305. - Requirements for retail dealers.

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

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

Sec. 30-306. - Presumption of illegality; seizure of contraband goods, sealing/seizing of machines.

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

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

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

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

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

Sec. 30-307. - Illegal acts.

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

(1) To perform any act or fail to perform any act for the purpose of evading the payment of any tax imposed by this Article or of any part thereof, or to fail or refuse to perform any of the duties imposed upon such person under the provisions of this Article or to fail or refuse to obey any lawful order which may be issued under this Article; or

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

pass or tender as true any false, altered, forged or counterfeited stamp or stamps; or

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

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

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

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

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

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

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

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

Sec. 30-308. - Establishment of the Chesapeake Bay Region Cigarette Tax Board.

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

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

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

Sec. 30-309. - Powers of the Chesapeake Bay Region Cigarette Tax Board.

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

(a) In addition to those powers enumerated in the Ordinance of the County Board effective 1, 2026 the Board shall be granted the following additional powers:

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

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

(c) The Board is authorized to enter into an agreement with the Virginia Department of Taxation under which a registered agent with the CBRCTB who is also

qualified to purchase Virginia Revenue Stamps, may qualify to purchase Dual Virginia - CBRCTB stamps from the Virginia Department of Taxation. Authority to purchase dual Virginia - CBRCTB stamps is granted solely by the Board and may be revoked or suspended for violations of this ordinance or resolutions adopted by the Board.

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

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

Sec. 30-310. - Jeopardy assessment.

If the Administrator of the Board determines that the collection of any tax or any amount of tax required to be collected and paid under this Article will be jeopardized by delay, the Administrator shall make an assessment of the tax or amount of tax required to be collected and shall mail or issue a notice of such assessment to the taxpayer together with a demand for immediate payment of the tax or of the deficiency in tax declared to be in jeopardy including penalties and interest. In the case of a current period, for which the tax is in jeopardy, the Administrator may declare the taxable period of the taxpayer immediately terminated and shall cause notice of such finding and declaration to be mailed or issued to the taxpayer together with a demand for immediate payment of the tax based on the period declared terminated and such tax shall be immediately due and payable, whether or not the terms otherwise allowed by this Article for filing a return and paying the tax has expired.

Sec. 30-311. - Erroneous assessment: notices and hearings in event of sealing of vending machines or seizure of contraband property.

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

(b) Where holders of property interest in cigarettes, vending machines or other property are known at time of seizure or sealing, notice of seizure or sealing shall be sent to them by certified mail within twenty-four hours. Where such holders of property interests are unknown at time of seizure or sealing, it shall be sufficient notice to such

unknown interest holders to post such notice to a door or wall of the room or building which contained such seized or sealed property. Any such notice of seizure or sealing shall include procedures for an administrative hearing for return of such property seized or sealed and an opportunity to assert affirmative defenses.

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

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

Sec. 30-312. - Disposal of seized property.

Any seized and confiscated cigarettes, vending machines or other property used in the furtherance of any illegal evasion of the tax may be disposed of by sale or other method deemed appropriate by the Board after any petitioner has exhausted all administrative appeal procedures. No credit from any sale of cigarettes, vending machines, or other property seized shall be allowed toward any tax and penalties assessed.

Sec. 30-313. - Extensions.

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

Sec. 30-314. - Penalty for violation of article.

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

Sec. 30-315. - Each violation a separate offense.

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

Sec. 30-316. - Severability.

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

ARTICLE IV. VEHICLE LICENSE FEE¹

Sec. 30-131. Vehicle license fee.

- (a) Except as otherwise provided, there is hereby imposed an annual vehicle license fee in the amount as prescribed herein, ~~on every motor vehicle, trailer, or semitrailer the situs for which, for every person, company, entity, etc. that owns, a motor vehicle, motorcycle, or vehicle of like design that's situs~~ as defined in Va. Code of Virginia, § 46.2-752, is in King and Queen County as of January 1 of each calendar year.
- (b) On each ~~and every~~ motorcycle or vehicle of the like design to which this article is applicable, there shall be a license fee of \$10.00 per annum; ~~and on each and every~~ other motor vehicle to which this article is applicable, there shall be a license fee of \$25.00 per annum. ~~Notwithstanding the foregoing, t~~The amount of the license fee of tax imposed by the ~~C~~ounty on any motor vehicle, motorcycle, or vehicle of like design shall not be greater than the annual or one-year fee imposed by the ~~C~~ommonwealth on the motor vehicle.
- (c) No ~~motor~~ vehicle ~~subject to this Article IV, motorcycle, or vehicle of like design~~ shall be locally licensed until ~~the owner has produced satisfactory evidence that any and~~ all personal property taxes on the ~~vehicle, motor vehicle, motorcycle, or vehicle of like design due to King and Queen County~~ have been paid, including any tangible personal property used or usable as a dwelling ~~and~~ titled by the ~~Virginia D~~epartment of ~~M~~otor ~~V~~ehicles.
- (d) The ~~C~~ommissioner of the ~~R~~ev~~e~~nu~~e~~ shall deliver to the ~~T~~reasurer on or before ~~September 1st~~ ~~March 15th~~ of each calendar year all information necessary for the ~~T~~reasurer to prepare and mail vehicle license fee bills.
- (e) No vehicle license fee imposed by this section shall be prorated.

(Ord. of 4-27-2015(1))

Sec. 30-132. Vehicles exempt from payment.

In addition to any other exemptions/discounts provided by law, the following vehicles shall be exempt from payment of the county vehicle license fee.

- (a) Notwithstanding any other provision of this section to the contrary, there will be no annual vehicle license fee on one ~~motor~~ vehicle, ~~motorcycle, or vehicle of like design~~ owned by any member of a King and Queen County ~~v~~olunteer ~~r~~escue ~~s~~quad or member of a King and Queen County ~~v~~olunteer ~~f~~ire ~~d~~epartment used regularly to respond to calls, provided, that such member of a King and Queen County ~~v~~olunteer ~~r~~escue ~~s~~quad or King and Queen County ~~v~~olunteer ~~f~~ire ~~d~~epartment shall furnish the ~~C~~ommissioner of the ~~R~~ev~~e~~nu~~e~~, or other assessing officer, at a time established by the ~~C~~ommissioner of the ~~R~~ev~~e~~nu~~e~~, with a certification, ~~signed~~ by the chief or head of the volunteer

Formatted: Superscript

¹Editor's note(s)—An ordinance adopted April 27, 2015, amended article IV in its entirety to read as herein set out. Former article IV, §§ 30-131—30-136, pertained to vehicle license tax. See Code Comparative Table for complete derivation.

Cross reference(s)—Traffic and vehicles, ch. 34.

State law reference(s)—Motor vehicle license tax, Code of Virginia, § 46.2-752.

organization, that such volunteer is a member of a King and Queen County ~~v~~Volunteer ~~r~~Rescue ~~s~~Squad or King and Queen County ~~v~~Volunteer ~~f~~Fire ~~d~~Department who regularly responds to calls and the ~~motor vehicle, motorcycle, or vehicle of like design~~ is owned by such member.

- (b) ~~v~~Motor vehicles, ~~motorcycles, or vehicles of like design~~ owned by persons, or their surviving spouses, qualified to receive special license plates under ~~Va.~~ Code of Virginia, § 46.2-743(A), shall be exempt from paying an annual vehicle license fee.

(Ord. of 4-27-2015(1))

Sec. 30-133. License fee year.

Beginning on January 1, 2008, the license fee year shall be January 1 through December 31 of each year. ~~Beginning January 1, 2026, t~~The vehicle license fee shall be due on or before ~~December 5~~~~April 30~~ of each year.

(Ord. of 4-27-2015(1))

Sec. 30-134. License decals

Beginning on January 1, 2008, the ~~C~~county ~~will~~~~shall~~ no longer issue vehicle license decals, ~~and nor shall~~ display of ~~any such King and Queen County~~ decals ~~will not~~ be required, for any vehicle that is subject to the annual vehicle license fee prescribed by this ~~A~~article ~~IV~~.

(Ord. of 4-27-2015(1))

Sec. 30-135. Penalty; issuance of summons.

It shall be unlawful for any owner or operator of a ~~motor~~vehicle ~~subject to this Article IV, motorcycle, or vehicle of like design~~ to fail to pay the vehicle license fee each calendar year. Violations of the requirements of this article shall be punishable as a class 4 misdemeanor, ~~as provided in the Code of Virginia as amended~~. The local Sheriff or ~~any~~ law enforcement officer may issue citations, summonses, parking tickets, or uniform traffic summonses for such violations.

(Ord. of 4-27-2015(1))

Secs. 30-136—30-170. Reserved.

Sec. 10-67. - Schedule of fees.

The schedule of fees relating to permits shall be as follows:

Building:

Minimum fee for any permits\$40.00

Commercial/industrial building, per square foot0.25

Residential dwelling units—Stick built, per square foot0.20

Residential dwelling units—Modular, per square foot0.15

Residential dwelling units—Manufactured, per square foot0.15

Residential unfinished basement, porch, attached garage/workshop or other unfinished area, per square foot0.20

Accessory structures, per square foot (shed, detached garage/carport, workshop, pole barn, and gazebo)0.15

Decks and ramps0.15

Chimney (new, repair or replacement)45.00

Demolition of any structure50.00

Docks/piers—Marine construction, per square foot0.15

Sign50.00

Elevators—Per floor per shaft50.00

Roof construction—Repair or replacement40.00

Alterations/renovations55.00

Foundation55.00

Skirting wall (for manufactured homes)40.00

Electrical:

Temporary service—Temporary pole40.00

200 amp electrical service50.00

400 amp electrical service75.00

Over 400 amp, per 100 amps25.00
Residential, per service upgrade or change100.00
Electrical wiring or outlets75.00
Generator (add electrical gas line and tank permits if required)75.00
Commercial and Ag 200-amp services100.00
Commercial and Ag 400-amp services200.00
Commercial and Ag services over 400-amp, per 100 amps100.00

Plumbing:

Commercial/industrial building, per square foot (\$500.00 maximum)0.10
New residential dwelling—Stick built60.00
New residential dwelling—Modular/manufactured50.00
Addition/accessory structure50.00

Mechanical:

Commercial/industrial building, per square foot (\$500.00 maximum)0.10
New residential dwelling—Stick built75.00
New residential dwelling—Modular/manufactured50.00
Addition/accessory structure50.00
Fireplace and gas logs/decorative heater50.00
Fire suppression system, per square foot (\$500.00 maximum)0.10
Change or replacement of any gas appliance50.00

Cell towers:

Cell towers—New construction (single tenant)1,500.00
Co-location or antenna attachment1,000.00

Swimming pools:

Note: Pool permit must be accompanied with an electrical permit and fence or barrier plans.

Above ground pool—Residential50.00

In ground pool—Residential125.00

Public pool300.00

Amusement devices:

Each kiddie ride55.00

Each major ride55.00

Each spectacular ride75.00

Event generators165.00

Fuel storage tanks:

Note: This permit may also require a land disturbance permit.

0 to 500 gallons, per site50.00

Up to 50,000 gallons—Total per site200.00

Over 50,000 gallons—Total per site300.00

Fuel tank removal—Total per site75.00

Solar

Residential roof mount arrays, roof mount arrays will require building and electrical permits
.....100.00

Residential ground mount arrays, ground mount arrays will require electric and both planning
and zoning review and may require land disturbance permit100.00

Solar farm, per kilowatt generated1.50

Miscellaneous:

Modification to the building code75.00

Re-inspection fee—1st offense per project50.00

Re-inspection fee—2nd offense or more per project100.00

Revisions to building plans previously approved50.00

Six-month extension of time on a building permit30.00

Extension of time on a temporary C.O.50.00

Relocation of a building50.00

Plan review fee/residential30.00

Plan review fee/commercial150.00

After the fact feepermit fee doubles

Board of building appeals350.00

Surcharge for all permits issued2% of total permit fee

Notes:

**Re-inspection fees:* Shall be paid within 30 days of the scheduled inspection. Example: This fee applies to those who schedule an inspection and once the building inspector arrives, no work has been done or the construction is not yet ready for the inspection.

***Suspension of permit:* Any permit issued shall become invalid if the authorized work is not commenced within six months from the date of the last inspection. The permit can be reinstated or extended one time within six months of issuance for a \$30.00 fee. Failure to do so results in a permit suspension.

****Residential plan review fee* applies to all single-family dwellings (SFD) and any accessory structure 500 square feet and larger.

(Ord. of 9-24-1998, § 105.10; Ord. No. 99-1, § 105.10, 12-13-1999; Ord. of 6-12-2006; Ord. of 5-14-2018(2); Ord. of 7-12-2021)

Sec. 10-67. Schedule of fees.

- (a) *Generally.* Except as provided in this section, every applicant for a building permit must pay the fees set forth in this section before the building official issues a building permit, as required by the Virginia Uniform Statewide Building Code. If an applicant makes a change in the scope of work, a permit amendment is required and additional fees may be assessed in accordance with this section.
- (b) *Fee schedule.* Fees shall be charged in accordance with the following schedule:
- (1) *General fees:*
- a. *State levy:* The Commonwealth of Virginia imposes a state levy on all permit fees to fund the state's continuing education and training program for building inspection. All applicants shall be charged the state levy at the same rate charged to the county by the state.
 - b. *Administrative fees:*
 1. Amendments: Change in construction plans most closely related fee:
 - (i) If the amendment results in a change in the scope of work, additional permit fees may be assessed in accordance with this section. If changing lots or replacing house plans; reapply.
 - (ii) Change in contractor or lien agent \$57.00
 2. Extensions, takeovers, transfers, reinstatements, and permits for CO purposes \$57.00
 3. Footing and foundation permits: Available for permit holders accepting risk to commence with footing/foundation construction prior to building permit approval \$57.00
 4. Change of use or change of occupancy (no work being done) \$59.00
 5. Commercial Plan Review Fee \$150.00
 6. Residential Plan Review Fee \$50.00 (for dwelling and accessory structures over 500 SF)
 7. Reinspection fees \$57.00
 8. Not ready for inspection fee \$57.00
 9. Refund requests: Refunds shall be allowed only prior to the first inspection. The amount refunded will be the permit fee paid, minus the greater of 25 percent of the permit fee or the minimum amounts listed below:
 - (i) Residential: \$57.00
 - (ii) Commercial: If the permit fee paid is less than the refund amount determined above, a refund will not be given \$119.00
 - (iii) State levy is not refundable.
 10. Temporary certificates of occupancy and renewals:
 - (i) Residential building permits (per unit) and subsequent extensions \$57.00
 - (ii) Commercial building permits (per building) and subsequent extensions \$119.00
 - a. "Tenant upfit" permits, where work is incomplete under the "shell" permit No charge

(2) *Residential building permits:*

- a. Single-family dwellings including townhouses and condominiums (per unit) \$400.00
- b. Modular/manufactured/mobile homes:
 - 1. Industrialized buildings, modular homes (without a permanent chassis) \$300.00
 - 2. Mobile and manufactured homes \$270.00
- c. Additions and other accessory structures
 - 1. Addition (unless listed below) \$250.00
 - 2. Florida rooms, attached garages, detached garages with occupiable space \$225.00
 - 3. Detached garages (no second-floor occupiable space), shed greater than 400 SF, and finished pool house \$200.00
 - 4. Alterations, and converting deck/porch/garage to finished space \$171.00
 - 5. chimney additions 171.00
 - 6. Deck, carport, gazebo, dormers, greenhouse, porch, retaining wall, and boat dock with roof \$114.00
 - 7. In-ground swimming pool with barrier \$57.00
 - 8. Above-ground swimming pool with barrier \$57.00
 - 9. Sheds:
 - (i) 256—400 square feet, including prefab sheds on skids and pole sheds \$114.00
 - (ii) Less than 256 square feet: No permit required
 - 10. Handicap accessible ramp, no fee due
- d. Renovations and repairs:
 - 1. Renovation, alteration or conversion:
 - (i) Resulting in a change in use of square footage. Unfinished space to finished space (with no new footings) \$171.00
 - (ii) Resulting in no change in use of square footage, where a rough-in inspection is not required \$114.00
 - 2. Exterior renovation and storm damage repairs \$57.00
 - 3. Chimney relining \$57.00
 - 4. Fire damage repair permits: Shall be based upon the most similar permit fee and shall be a minimum fee of \$114.00
 - 5. Floor joist and foundation repair \$57.00
- e. Other residential permits:
 - 1. Residential foundation pour inspections \$200.00
 - (i) Additional fee if concrete testing is required because out-of-specification concrete is used \$117.00

-
- (ii) Additional fee for reinspection when inspector is present and the concrete pour has been canceled or delayed in excess of one hour \$117.00
 - (iii) As an alternative to the county's foundation pour inspection, the building official may accept inspection reports from qualified, independent engineers who are approved and reliable.
 - 3. Relocation (house moving) \$234.00
 - 4. Demolition \$57.00
 - 5. Elevator and wheelchair lift \$57.00
 - (3) *Residential auxiliary permits:*
 - a. Electrical:
 - 1. New single-family dwellings, including townhouses and condominiums, per unit \$100.00
 - 2. Industrialized building (modular home) \$75.00
 - 3. Addition, renovation, and conversion:
 - (i) Where rough-in inspection is required \$100.00
 - (ii) Where rough-in inspection is pre-existing 57.00
 - 4. Temporary poles, relocation, service change, installation, replacements, repairs \$57.00
 - 5. Mobile or manufactured homes 75.00
 - 6. Mobile or manufactured homes in a mobile home park (hook-ups only) No fee
 - b. Gas:
 - 1. Propane gas-all new installations:
 - (i) Gas piping, propane tank and/or product line 114.00
 - (ii) Gas piping to appliances only \$57.00
 - (iii) Propane tank and/or product line only \$57.00
 - (iv) Mobile or manufactured homes \$57.00
 - 2. Repairs or replacement with like appliance \$57.00
 - c. Mechanical, including townhouses and condominiums, per unit:
 - 1. Heating, venting and air conditioning (HVAC):
 - (i) New system installation, including townhouse and condominiums, per unit \$100.00
 - (ii) System replacement with new ductwork \$100.00
 - (iii) System replacement without new ductwork \$57.00
 - (iv) New ductwork only \$57.00
 - 2. Woodstove installation \$57.00
 - 3. Fireplace/Gas logs (each single family dwelling) \$57.00
 - 3. Fuel tank installation and/or removal or replacement \$57.00

-
4. Mobile or manufactured homes \$57.00
 - d. Plumbing:
 1. New residential single-family dwellings, and condominiums, townhouses, and duplexes (per unit) \$100.00
 2. Industrialized building (modular homes) \$75.00
 3. Addition, renovation and conversion:
 - (i) Where rough-in inspection is required \$100.00
 - (ii) Where rough-in inspection is pre-existing \$57.00
 4. Mobile or manufactured homes \$57.00
 - e. Boiler (each single-family dwelling) \$57.00
 - f. Fire (each single-family dwelling) \$57.00
 - g. Small appliance installation/replacement \$57.00
- (4) Commercial building permits, (including apartments, and apartments sold as condominiums):
- a. Fixed fee for each \$1,000.00 or fraction thereof of the estimated construction cost (less the cost used to calculate auxiliary permit fees) \$7.40, or the greater of the applicable minimum fee.
 - b. Minimum fees:
 1. New construction \$297.00
 2. Additions \$178.00
 - c. Fee for \$2,000.00 or less of the estimated construction cost (less the cost used to calculate auxiliary permit fees) for alterations, renovations and improvements of or within existing commercial buildings \$119.00
 1. Tenant upfits \$119.00
 2. Renovations \$119.00
 - d. Flat fees:
 1. Communication tower, New Construction \$1,500.00
 2. Communication tower, Co-location/ Antenna Attachment \$1,000.00
 2. Commercial swimming pools \$178.00
 - (i) Barrier permit, if permitted separately from the swimming pool permit \$59.00
 3. Retaining walls \$119.00
 4. Tents (greater than 900 square feet) \$48.00
 5. Industrialized building, including foundations \$119.00
 6. Construction/classroom/office trailer installation or relocation \$59.00
 7. Flagpoles > 30 feet in height \$48.00
 8. Demolition of a commercial structure \$119.00
 9. Change of use or occupancy, when no work is being performed \$59.00

10. Signs \$59.00

(5) Commercial auxiliary permits:

- a. Electrical, mechanical, plumbing, gas, active solar system, boiler, when the cost of labor and materials for installation, alteration, replacement and/or repair is (rounded up to the nearest dollar) is \$1,000.00 or less. Minimum \$59.00
 1. For each additional \$1,000.00 or fraction thereof, of the estimated cost over \$1,000.00, \$6.60
- b. Fire/sprinkler and alarm system installation, alteration, replacement and/or repair when the cost of labor and materials is \$1,000 or less. Minimum \$59.00
 1. For each additional \$1,000.00 or fraction thereof, of the estimated costs over \$1,000.00, \$7.40

(6) Other commercial permits:

- a. Amusement devices (The Virginia amusement device regulations set the maximum fee allowable for amusement devices and are subject to change. Fees will be updated as the Virginia amusement device regulations announce a fee schedule change):
 1. Administrative amusement permit, where no inspections are required \$10.00
 2. Kiddie rides \$25.00
 3. Major rides \$35.00
 4. Spectacular rides \$55.00
 5. Rollercoasters more than 30 feet in height \$150.00

(7) Fee exemptions:

- a. A building permit fee will not be required where the cost of construction is less than \$500.00 and would not require securing any permit for electrical, gas, mechanical or plumbing work in accordance with the Virginia Uniform Statewide Building Code.
- b. A building permit fee will not be required for building permits for construction by county departments.
- c. In the event of a presidentially-declared natural disaster, the board of supervisors may waive permit fees for repair of damage caused by the disaster.
- d. A building permit fee will not be required for the construction of ramps which provide access for handicapped persons to single-family dwellings, including townhouses and condominiums, provided that the permit applicant must provide to the building official proof that an individual who resides in the dwelling is medically in need of such a ramp for ingress to and egress from the dwelling.

(Ord. of 9-24-1998, § 105.10; Ord. No. 99-1, § 105.10, 12-13-1999; Ord. of 6-12-2006; Ord. of 5-14-2018(2); Ord. of 7-12-2021)

AGENDA: October 14, 2025 Regular Meeting

ITEM #12:

Approval of Telework Policy

ACTION REQUESTED:

County Administrator will provide background on this request.

ATTACHMENTS:

- Draft Policy

COUNTY OF KING & QUEEN ADMINISTRATIVE / HUMAN RESOURCE POLICIES	POLICY NUMBER:
SUBJECT: Telecommuting Policy and Procedure	DATE APPROVED: SUPERCEDES: King and Queen Personnel Policy
AUTHORIZATION: Approved by the King and Queen Board of Supervisors on	

Telecommuting Policy and Procedure

General Provision

Telecommuting allows employees to work at home, on the road or in a satellite location for all or part of their workweek. King and Queen County considers telecommuting to be a viable, flexible work option when both the employee and the job are suited to such an arrangement. Telecommuting may be appropriate for some employees and jobs but not for others. Telecommuting is not an entitlement, it is not a countywide benefit, and it in no way changes the terms and conditions of employment with King and Queen County

Procedures

Telecommuting can be informal, such as working from home for a short-term project, on the road during business travel, or a formal set schedule of working away from the office as described below. Either an employee or a supervisor can suggest telecommuting as a possible work arrangement.

Any telecommuting arrangement made will be on a trial basis for the first three months and may be discontinued at will and at any time at the request of either the telecommuter or the county. Every effort will be made to provide 30 days' notice of such change to accommodate commuting, child care and other issues that may arise from the termination of a telecommuting arrangement. There may be instances, however, when no notice is possible.

Eligibility

Individuals requesting formal telecommuting arrangements must have completed their probationary period and must have a satisfactory performance record.

COUNTY OF KING & QUEEN ADMINISTRATIVE / HUMAN RESOURCE POLICIES	POLICY NUMBER:
SUBJECT: Telecommuting Policy and Procedure	DATE APPROVED: SUPERCEDES: King and Queen Personnel Policy
AUTHORIZATION: Approved by the King and Queen Board of Supervisors on	

Before entering into any telecommuting agreement, the employee and manager, with the assistance of the human resource department, will evaluate the suitability of such an arrangement, reviewing the following areas:

Employee Suitability

The employee and manager will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuters.

Job Responsibilities

The employee and manager will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement.

Equipment and Workspace

The employee and manager will review the physical workspace needs and the appropriate location for the telework.

Tax and Legal Implications

The employee must determine any tax or legal implications under IRS, state and local government laws, and/or restrictions of working out of a home-based office. Responsibility for fulfilling all obligations in this area rests solely with the employee.

If the employee and manager agree, and the human resource department concurs, a draft telecommuting agreement will be prepared and signed by all parties, and a three-month trial period will commence.

Evaluation of telecommuter performance during the trial period will include regular interaction by phone and e-mail between the employee and the manager, and face-to-face or virtual meetings to discuss work progress and problems. At the end of the trial period, the employee and manager will each complete an evaluation of the arrangement and make

COUNTY OF KING & QUEEN ADMINISTRATIVE / HUMAN RESOURCE POLICIES	POLICY NUMBER:
SUBJECT: Telecommuting Policy and Procedure	DATE APPROVED: SUPERCEDES: King and Queen Personnel Policy
AUTHORIZATION: Approved by the King and Queen Board of Supervisors on	

recommendations for continuance or modifications. Evaluation of telecommuter performance beyond the trial period will be consistent with that received by employees working at the office in both content and frequency, but will focus on work output and completion of objectives rather than on time-based performance.

An appropriate level of communication between the telecommuter and supervisor will be agreed to as part of the discussion process and will be more formal during the trial period. After conclusion of the trial period, the manager and telecommuter will communicate at a level consistent with employees working at the office or in a manner and frequency that is appropriate for the job and the individuals involved.

Equipment

On a case-by-case basis, King and Queen County will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, modems, phone and data lines and other office equipment) for each telecommuting arrangement. The human resource and information system departments will serve as resources in this matter. Equipment supplied by the organization will be maintained by the organization. Equipment supplied by the employee, if deemed appropriate by the organization, will be maintained by the employee. King and Queen County accepts no responsibility for damage or repairs to employee-owned equipment. King and Queen County reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the organization is to be used for business purposes only. The telecommuter must sign an inventory of all King and Queen additional property received to assist with teleworking and agree to take appropriate action to protect the items from damage or theft. Upon termination of employment, all county property will be returned to the county, unless other arrangements have been made.

COUNTY OF KING & QUEEN ADMINISTRATIVE / HUMAN RESOURCE POLICIES	POLICY NUMBER:
SUBJECT: Telecommuting Policy and Procedure	DATE APPROVED: SUPERCEDES: King and Queen Personnel Policy
AUTHORIZATION: Approved by the King and Queen Board of Supervisors on	

King and Queen County will supply the employee with appropriate office supplies as deemed necessary. King and Queen County will also reimburse the employee for business-related expenses that are reasonably incurred in carrying out the employee's job.

The employee will establish an appropriate work environment within his or her home for work purposes. King and Queen County will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space.

Security

Consistent with the organization's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary county and customer information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

Safety

Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. King and Queen County will provide each telecommuter with a safety checklist that must be completed at least twice per year. Injuries sustained by the employee in a home office location and in conjunction with his or her regular work duties are normally covered by the county's workers' compensation policy. Telecommuting employees are responsible for notifying the employer of such injuries as soon as practicable. The employee is liable for any injuries sustained by visitors to his or her home worksite.

Telecommuting is not designed to be a replacement for appropriate child care. Although an individual employee's schedule may be modified to accommodate child care needs, the focus

COUNTY OF KING & QUEEN ADMINISTRATIVE / HUMAN RESOURCE POLICIES	POLICY NUMBER:
SUBJECT: Telecommuting Policy and Procedure	DATE APPROVED: SUPERCEDES: King and Queen Personnel Policy
AUTHORIZATION: Approved by the King and Queen Board of Supervisors on	

of the arrangement must remain on job performance and meeting business demands. Prospective telecommuters are encouraged to discuss expectations of telecommuting with family members prior to entering a trial period.

Time Worked

Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to accurately record all hours worked using the Bamboo HR time-keeping system. Hours worked in excess of those scheduled per day and per workweek require the advance approval of the telecommuter's supervisor. Failure to comply with this requirement may result in the immediate termination of the telecommuting agreement.

Ad Hoc Arrangements

Temporary telecommuting arrangements may be approved for circumstances such as inclement weather, special projects or business travel. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.

Other informal, short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the organization and with the consent of the employee's health care provider, if appropriate.

All informal telecommuting arrangements are made on a case-by-case basis, focusing first on the business needs of the county.

AGENDA: October 14, 2025 Regular Meeting

ITEM #13:

Approval of CMR (Construction Management at Risk) Resolution

ACTION REQUESTED:

Adoption of resolution for selected procurement method for the elementary school project.

ATTACHMENTS:

- None – Resolution has not been received. If received prior to meeting it will be provided to the board. If not received, action will need to be postponed to next meeting.

AGENDA: October 14, 2025 Regular Meeting

ITEM #14:

Approval of 2025 VACO 2025 Annual Meeting Voting Credentials

ACTION REQUESTED:

The board needs to approve the appointment of a voting representative for the annual meeting at the VACO conference.

ATTACHMENTS:

- Voting Credentials form



**VACo 2025 Annual Meeting
Voting Credentials Form**

Please return completed form to: sklaczynski@vaco.org
by Friday, October 24, 2025

Voting Delegate:
(Supervisor)

Name: _____

Title: _____

Locality: _____

Alternate Delegate:
(Supervisor)

Name: _____

Title: _____

Locality: _____

Verified by:
(County Administrator or Clerk of the Board)

Name: _____

Title: _____

Locality: _____

**VACo 2025 Annual Meeting
Proxy Statement Form**

_____ County authorizes the following person to cast its votes at the 2025 Annual Meeting of the Virginia Association of Counties on November 11, 2025.

_____, a non-elected official of this county.

-OR-

_____, a supervisor from _____ County.

This authorization is:

Uninstructed. The proxy may use their own discretion to cast _____ County's votes on any issue to come before the annual meeting.

Instructed. The proxy is limited in how they may cast _____ County's votes. The issues on which they may cast those votes and specific voting instructions are attached to this form.
(List issues and specific instructions on a separate sheet and include with this form.)

Authorized by:

Name: _____

Title: _____

Locality: _____

AGENDA: October 14, 2025 Regular Meeting

ITEM #13:

Appointments and Reappointments

ACTION REQUESTED:

- Planning Commission – Newtown District – Steven Hendrickson has resigned. A new appointment to fill his unexpired term ending 12/31/2027
- Planning Commission – Shanghai District – David Campbell’s current term expires on November 8, 2025. Staff is recommending a short reappointment to 12/31/2025 now and then reappointment again in December to get the appointment back into proper length for staggered terms.

Upcoming Appointments:

- DSS Advisory Board – Bette Albert, St. Stephens Church District – Ms. Albert’s term expires December 31, 2025 and she is not eligible to be reappointed.
- Planning Commission – St. Stephens Church – Comer Jackson’s term expires on 12/31/2025
- Planning Commission – Buena Vista – Hunter Richardson’s term expires on 12/31/2025
- Economic Development Authority – Shanghai – Joseph McGuire’s term expires 12/31/2025
- Economic Development Authority – At Large – Pam Ashley’s term expires 12/31/2025

ATTACHMENTS:

- None

AGENDA: October 14, 2025 Regular Meeting

ITEM #16:

County Administrator Comments

ACTION REQUESTED:

None

ATTACHMENTS:

- None

AGENDA: October 14, 2025 Regular Meeting

ITEM #17:

Board of Supervisor's Comments

ACTION REQUESTED:

None

ATTACHMENTS:

- None

AGENDA: October 14, 2025 Regular Meeting

ITEM #18:

Closed Meeting

ACTION REQUESTED:

A motion to enter closed meeting pursuant to the following:

- a. Pursuant to Va. Code § 2.2-3711(A)(3) for discussion or consideration of the acquisition of real property for a public purpose, the subject being real property located on Route 14 near King and Queen Court House in King and Queen County.
- b. 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 subjects being (1) a personal property tax account, and (2) a campaign issue with the State Board of Elections.

ATTACHMENTS:

- None

AGENDA: October 14, 2025 Regular Meeting

ITEM #19:

Adjourn Meeting

ACTION REQUESTED:

A motion is needed to adjourn to Monday, **Monday, October 27, 2025, at 6:00 p.m.**, 242 Allen's Circle, King and Queen Court House, Virginia, Second Floor Conference Room A/B.

ATTACHMENTS:

- None