

**MINUTES
KING WILLIAM COUNTY
BOARD OF SUPERVISORS
MEETING OF SEPTEMBER 23, 2013**

At a regularly scheduled meeting of the Board of Supervisors of King William County, Virginia, held on the 23rd day of September, 2013, beginning at 7:00 p.m. in the Conference Room of the County Administration Building, order was called with the following present:

T. J. Moskalski, Chairman
O. O. Williams, Vice-Chairman
C. T. Redd III
S. K. Greenwood
T. S. Stone

T. L. Funkhouser, County Administrator
D. M. Stuck, County Attorney

RE: REVIEW OF MEETING AGENDA

Chairman, T. J. Moskalski called the Board of Supervisors meeting to order at 7:00 p.m. and agenda changes were discussed.

There was general discussion of the meeting agenda items.

The Board recessed and moved to the Board Meeting Room of the County Administration Building to continue the meeting.

Chairman Moskalski called the meeting back to order at 7:30 p.m.

RE: APPROVAL OF MEETING AGENDA

On motion by T. S. Stone, seconded by C. T. Redd III, with the following roll call vote, the Board adopted the agenda for this meeting as presented by the County Administrator, with the following changes: under item 8 Consent Agenda item 8e Resolution #13-49 was removed from agenda; item 11a Public Hearing should note proposed Ordinance #13-10(R) which is a revision to be presented tonight; under item 12 Administrative Matters item 12a Final Financing Documents Resolution #13-51 was added, and item 12b Bay Aging/Bay Transit was added; item 14 Closed Meeting was added to the agenda and now becomes item 16; item 15 Appointments now becomes item 14; item 16 Board of Supervisors' Comments now becomes item 15; it was noted the Board of Supervisors will recess at the close of the meeting tonight.

Those members voting:

S. K. Greenwood Aye
T. S. Stone Aye

O. O. Williams Aye
C. T. Redd III Aye
T. J. Moskalski Aye

**RE: PUBLIC COMMENT PERIOD – SPEAKERS: ONE OPPORTUNITY OF 3
MINUTES PER INDIVIDUAL OR 5 MINUTES PER GROUP ON NON-PUBLIC
HEARING MATTERS**

The Chairman opened the First Public Comment Period. The Chairman noted this is a public comment period on non-public hearing matters. He added that the public hearing on the Mann Landfill was previously heard and closed; if anyone wishes to speak on this matter they may do so at this time.

1. Matthew Kite, Commonwealth’s Attorney for King William County and from the 4th district, spoke about the Bay Transit matter presented to the Board of Supervisors last month. He serves on the Department of Social Services Board and one of the projects they are working to address is reentry of folks that are released from jails and prisons back into the community; transportation is important to those folks. He said information was shared with him, by a Bay Transit member, should the agency cut the transportation service by 4 hours the citizens in the 4th and 5th districts will be impacted the most.

2. LaVerne Abrams, Member of the King William Electoral Board and from the Aquinton District, stated she is speaking on behalf of the Electoral Board primarily to ask the Board to reconsider a decision made during the budget process to restrict the advertising of the notice of elections in the *Country Courier*. She explained the requirements of advertising for notices from the Office of the Registrar. She noted the county website is available for advertising information but feels a large number of citizens in the county do not use this tool. She feels the citizens, outside of the Town of West Point; rely on the *Country Courier* for county news.

Chairman Moskalski stated the Board will take the request of Ms. Abrams under consideration after further clarification from Staff.

3. Charles Piersa, of the 2nd District, thanked RockTenn representatives and County Staff for taking the time to meet with him, and other citizens, regarding the request for the renewal of a conditional use permit for the Mann Landfill. He said a compromise was reached and feels this is something he can live with. He stated if the

well test for Ms. Hite comes back favorable then he is in favor of the CUP. He spoke of his disappointment that Chairman Moskalski, his district representative, did not contact him as he stated he would to discuss this matter. He thanked Board member, Otto Williams, for contacting him with his concerns in this matter.

4. Bonnie Hite, of the 2nd District, thanked all those involved in answering her questions and concerns regarding the RockTenn requested conditional use permits. She said after meeting with RockTenn representatives and County Staff she feels more comfortable with the wording of the requested permits. She thanked the Board for their concerns and for taking the time to learn more about the issues with this permit request before a decision of approval. She expressed her disappointment that Chairman Moskalski, her district representative, has not contacted her to discuss her concerns and issues with this matter. She feels the County should address and have better communication with the public.

There being no other persons to appear before the Board the Chairman closed the First Public Comment Period.

RE: CONSENT AGENDA

On motion by C. T. Redd III, seconded by O. O. Williams, with the following roll call vote, the Board approved the following items on its Consent Agenda:

a. Minutes:

i. Joint meeting of July 31, 2013, Board of Supervisors and West Point Town Council.

ii. Regular meeting of August 26, 2013.

iii. Joint meeting of August 29, 2013, Board of Supervisors and West Point Town Council.

b. Claims against the County for the month of September, 2013, in the amount of \$1,026,751.30 as follows:

(1) General Fund Warrants #78337-78426 in the amount of \$353,670.95; ACH Direct Payments #4036-4127 in the amount of \$252,315.33; Direct Deposits #18481-18585 in the amount of \$179,903.69; and Electronic Tax Payment in the amount of \$72,622.83 for September, 2013.

(2) For informational purposes, Social Services expenditures for the month of August, 2013, Warrants #309792-309830 in the amount of \$29,169.61; ACH Direct Payments #975-998 in the amount of \$12,939.98; Direct Deposits #3057-3075 in the amount of \$29,975.17; and Electronic Tax Payment in the amount of \$12,100.46.

(3) For informational purposes, Comprehensive Services Act Fund expenditures for the month of August, 2013, Warrants #78317-78334 in the amount of \$67,850.89; and ACH Direct Payments #4015-4033 in the amount of \$14,282.77.

(4) Tax Refunds for the month of September, 2013 in the amount of \$1,919.62.

c. Resolution #13-47 – VDOT, Secondary System of State Highways, Road Additions, McCauley Park Subdivision.

d. Resolution #13-48 – Appointment to the King William County Recreation Commission, Town of West Point Public Schools representative, vacated term to expire June 30, 2014.

Those members voting:

T. S. Stone	Aye
O. O. Williams	Aye
C. T. Redd III	Aye
S. K. Greenwood	Aye
T. J. Moskalski	Aye

RE: PRESENTATIONS TO THE BOARD

a. Resolution #13-45 – Resolution of Appreciation – Ms. Lillian Jones for her years of serving on the Mattaponi Rescue Squad – Chairman, T. J. Moskalski, read and presented a resolution of appreciation to Ms. Lillian Jones for her years of service on the Mattaponi Rescue Squad.

On motion by T. J. Moskalski, seconded by O. O. Williams, with a unanimous vote, Resolution #13-45 was adopted.

Resolution #13-45
KING WILLIAM COUNTY
RESOLUTION OF APPRECIATION

WHEREAS, Miss Lillian Jones has served the citizens of King William and King & Queen County for twenty two years as a volunteer member of two area rescue squads; and

WHEREAS, during these twenty two years, Miss Jones has responded to thousands of calls, day and night, in all weather and in all conditions to serve those in her community at the moment of their greatest need; and

WHEREAS, Miss Jones, a resident of King & Queen County her entire life, has served as secretary of the Mattaponi Volunteer Rescue Squad for seventeen years, and during that time she has run more calls than anyone in that organization; and

WHEREAS, Miss Jones has demonstrated her devotion to service above and beyond the call of duty, serving as an integral part of nearly every fundraiser, community event, EMT training and CPR class that the Mattaponi Volunteer Rescue Squad has offered; and

WHEREAS, in her twenty two years of service, Miss Jones has earned the deep love and respect of her colleagues and those in the community, as she has touched hundreds of lives with her smile and a cheerful attitude, even in the most trying of circumstances;

NOW, THEREFORE, BE IT RESOLVED, that the King William County Board of Supervisors extends its sincere appreciation to Miss Lillian Jones for her twenty two years of service as a volunteer serving the citizens of this region in their greatest moments of need.

BE IT FURTHER RESOLVED, that a copy of this Resolution expressing the sense of this Board of Supervisors on this matter shall be conveyed to Miss Jones, and shall be spread upon the meeting minutes of said Board of Supervisors.

Adopted this 23rd day of September, 2013

Those members voting:

O. O. Williams	Aye
C. T. Redd III	Aye
S. K. Greenwood	Aye
T. S. Stone	Aye
T. J. Moskalski	Aye

RE: OLD BUSINESS

a. Consideration – Conditional Use Permit (CUP) – RockTenn CP, LLC, Mann Landfill – Ordinance #13-09(R) – The County Administrator stated Ordinance #13-09(R), before the Board for consideration, has been revised to address concerns and all parties seem to be satisfied.

O. O. Williams asked for clarification if one of the conditions of Ordinance #13-09(R) is that the well test be performed for the adjacent property owner before consideration of the ordinance.

The County Administrator said staff's understanding is Ordinance #13-09(R) can be considered, modified or denied by the Board, but is not pending the outcome of the well test of the adjacent property owner.

T. S. Stone asked what the options are for the Board to act if the well test determines an issue.

The County Administrator stated this is a legal question. He said there would have to be a determination of when the contamination occurred. He further stated this Board would not have to opportunity to modify regardless of the application. He further clarified the primary nature of the conditions is to modify the reporting requirements and are not specific to a specific well.

O. O. Williams questioned if the Department of Environmental Quality is obligated to report if contamination is found.

The County Administrator explained county staff would work with DEQ, applicants and adjacent properties owners to determine any contamination found and the cause.

C. T. Redd III thanked Ms. Hammner, RockTenn representative, for taking the time to meet with him and Ms. Stone last week to review the issues the adjacent landowners have. He feels RockTenn has bent over backwards to try and answer questions in order to find a resolution.

T. S. Stone asked that Ms. Hite report back to the Board with the results after the testing of her well.

C. T. Redd III motioned approval of Ordinance #13-09(R) An Ordinance Adopting Amendments to the Conditions of Conditional Use Permits CUP 89-77, 92-106, 92-107 – RockTenn CP LLC, “Mann” Landfill and Pumping Stations; motion was seconded by O. O. Williams and carried with the following roll call vote.

ORDINANCE #13-09(R)
AN ORDINANCE ADOPTING AMENDMENTS TO THE CONDITIONS OF
CONDITIONAL USE PERMITS CUP 89-77, 92-106, 92-107– ROCKTENN CP LLC,
“MANN” LANDFILL AND PUMPING STATIONS

WHEREAS, Section 86-171 of the King William County Code permits the use of landfills for nonhazardous solid waste materials on properties of the A-C, Agricultural-Conservation zoning district following review and approval of a Conditional Use Permit; and

WHEREAS, the King William County Board of Supervisors approved a conditional use permit application, known as CUP 89-77, for a landfill for nonhazardous solid waste materials on Tax Map Parcel 56-12C on December 28, 1989 with nine conditions; and

WHEREAS, the King William County Board of Supervisors approved a conditional use permit application, known as CUP 92-106 for a water pumping facility associated with the landfill for nonhazardous solid waste materials on Tax Map Parcel 56-12C on October 22, 1992 with five conditions; and

WHEREAS, the King William County Board of Supervisors approved a conditional use permit application, known as CUP 92-107 for a leachate pumping facility associated

with the landfill for nonhazardous solid waste materials on Tax Map Parcel 56-12C on October 22, 1992 with three conditions; and

WHEREAS, the applicant, RockTenn CP, LLC, applied to amend conditions on the referenced conditional use permits on May 22, 2013; and

WHEREAS, the Planning Commission conducted a public hearing on July 16, 2013 to consider the application of RockTenn CP, LLC to amend conditions and following such public hearing, voted to recommend the Board of Supervisors approve such application.

NOW, THEREFORE, BE IT RESOLVED the King William County Board of Supervisors, this 23rd day of September 2013, hereby re-enacts and approve CUP 89-77, with the following conditions:

1. The leachate pit, if constructed above ground, shall be fenced on the sides and screened above, to prevent animals from reaching the leachate water.
2. A one hundred (100) foot buffer between the Hunt Club property and the various phases shall be created and maintained. As depicted in Drawings Ches 4 and Ches 5, which were submitted to the DEQ in 1990 for the Landfill Permit application, the Hunt Club access road, monitoring wells, storm water retention basins, and access to those, maybe included in the buffer area.
3. Only waste generated by the Owner's operation of the West Point containerboard mill shall be placed in the landfill.
4. The undisturbed areas of the Mann Landfill site, as depicted on the Existing and Proposed Site Plans, prepared by Black & Veatch, Inc., dated August 10, 1989, shall remain undisturbed for waste placement. Stormwater controls, and pipes and pumps needed to extract water from the pond (for dust suppression) are permitted in these undisturbed areas.
5. The Owner will provide the County Administrator or staff access, upon request, to the quality assured results of all analyses of groundwater from monitoring wells at the Mann Landfill. The sampling frequency and parameters analyzed shall be in accordance with current regulations and the Groundwater Monitoring Program that are part of the Solid Waste Permits, administered by the Virginia Department of Environmental Quality. DEQ's response to these reports will be provided to the County Administrator or staff, either in electronic or hard copy format.
6. The Owner will maintain and enforce for the active life of the Mann landfill, a policy of triple rinsing and crushing all drums, barrels, cans or other containers containing process chemicals which are five gallon size or larger before they are disposed of in the landfill. The Owner will also maintain and enforce for the active life of the Mann landfill its policies that petroleum-based containers will be emptied and crushed prior to disposal and that thinners, inks, dyes and solvents containing hazardous or polluting compounds will not be disposed of in the Mann landfill.
7. The Owner of the Landfill shall notify the County Administrator of any violation from the DEQ relating to the current Landfill Permit with seven days of receiving notification.
8. The Owner of the Landfill shall ensure landfill operations comply with all local, state and federal regulations; and

NOW, THEREFORE, BE IT RESOLVED the King William County Board of Supervisors, this 23rd day of September 2013, hereby re-enacts and approve CUP 92-106, with the following conditions:

1. The building and electronic equipment, for controlling and monitoring the well and their pumps, will follow the plans the Owner submitted to the Board of Supervisors of King William County, that are presented on Drawings 19392.03-DM-3093 and 19392.03-DY-2005-1. If significant modifications need to be made to the equipment, the Owner shall notify the County Administrator before making such modifications.
2. The amount of water withdrawn from the wells may not exceed the amount permitted by the current Groundwater Withdrawal Permit issued to the Owner by the Virginia Department of Environmental Quality (DEQ). All applicable erosion and sediment control and stormwater management measures will be utilized and followed in the constructions of the building and adjacent pipelines.
3. All applicable erosion and sediment control and stormwater management measures will be utilized and followed in the construction of the building and adjacent pipelines.
4. Monitoring reports submitted to the DEQ, as required by the Owner's current ground water withdrawal permit, will be made available to the County Administrator and/or staff upon request. The Owner will send a copy of the cover letter for each monitoring report to the County Administrator within 7 days of submission the report. DEQ's response to these reports will be provided to the County Administrator or staff, either in electronic or hard copy format by the Owner. All violations pertaining to the Landfill groundwater monitoring will be reported to the County Administrator by the Owner within 24 business hours of receiving the violation.
5. The Owner of the Landfill shall notify the County Administrator of any violation from the DEQ relating to the current water pumping facilities with seven days of receiving notification.
6. The Owner of the Landfill shall ensure landfill operations comply with all local, state and federal regulations.
7. The pumping system shall be approved by the DEQ and the Virginia Department of Health as applicable; and

NOW, THEREFORE, BE IT RESOLVED the King William County Board of Supervisors, this 23rd day of September 2013, hereby re-enacts and approve CUP 92-107, with the following conditions:

1. The leachate pump station will follow the drawing submitted on Mann Landfill, in Part B of the Mann Landfill permit application (Black and Veatch 8-1-91) that pertains to the leachate pumping station.
2. All applicable erosion and sediment control and stormwater management will be utilized and followed in the construction of the pump station and the adjacent pipelines.
3. Quarterly reports showing the volume of leachate flowing through the pipeline shall be submitted to the Zoning Administrator. Any leakages of leachate from the pipeline to the environment shall be immediately reported to the Zoning Administrator. The owner shall monitor the flow rate of leachate through the pipeline, inspect it annually and report any leakages to the Zoning Administrator.
4. The Owner of the Landfill shall notify the County Administrator of any violation from the DEQ relating to the current Landfill Permit with seven days of receiving notification.
5. The Owner of the Landfill shall ensure landfill operations comply with all local, state and federal regulations.

Adopted this 23rd day of September, 2013

Those members voting:

C. T. Redd III	Aye
S. K. Greenwood	Aye
T. S. Stone	Aye
O. O. Williams	Aye
T. J. Moskalski	Aye

RE: NEW BUSINESS

a. Public Hearing – Proposed Ordinance #13-10(R) – An ordinance to amend the King William County Code, Chapter 42. Offenses and Miscellaneous Provisions, Add Section 42-5 Reimbursement for Expenses Incurred for Methamphetamine Lab Cleanup – Chairman Moskalski opened the public hearing.

i. Staff Presentation – The County Administrator stated this request came from the Sheriff's Office and considered as a house keeping measure and is similar to other provisions in current county code for allowance to recoup costs for criminal offenses. He said the reason for the revised ordinance is there was a typo regarding a penalty section. He said in consultation with the Commonwealth's Attorney there was a phrase "may be imposed by the court" that is overstruck and proposed for deletion in the revised ordinance; which removes any latitude if someone is charged with this offense they will be charged with the cost for clean-up.

ii. Public Comments (3 minutes per individual; 5 minutes if representing an organization of group) – Chairman Moskalski opened the public comment period.

1. Ms. Barbara Turner, of 31629 King William Road, is concerned if someone is convicted of running a meth lab they will be jailed and the property owner will be charged with the cost of the cleanup. She voiced her concerns of properties not being marketable if labeled as having been used as a meth lab.

There being no other persons to speak for or against this matter before the Board, Chairman Moskalski closed the public hearing.

The County Attorney noted the proposed ordinance allows the cost of such a cleanup to be imposed on the person convicted of the crime; if property owner is not one in the same they will not be liable for the cleanup of the crime scene. He said if there is no recourse in collecting costs from the convicted party the cost will be

collected in some fashion; either by the County, the State or whoever. He added the costs for cleanup can be significant.

O. O. Williams asked if this ordinance allows law enforcement the right to go in and harass people that might not be conducting a meth lab. He has heard rumors of people being harassed because they purchased too many prescriptions containing the substance used to manufacture meth; next thing you know the persons house is being invaded.

The County Attorney stated this ordinance does not impact the purchases of over the counter medications, requirements of such purchases are regulated by the State; the County does not regulate. He said this ordinance is enforced after a conviction.

iii. Consideration – On motion by T. S. Stone, seconded by C. T. Redd III, with a unanimous roll call vote, Ordinance #13-10(R) was adopted:

ORDINANCE # 13-10(R)
An Ordinance to
Amend the King William County Code, Chapter 42. Offenses and
Miscellaneous Provisions, Establishing
Section 42-5 Reimbursement For Expenses Incurred for
Methamphetamine Lab Cleanup

WHEREAS, Pursuant to the Virginia Code Section 15.2-1716.2 the King William County Board of Supervisors is authorized to establish an ordinance specifying that any person who is convicted of an offense for manufacture of methamphetamine pursuant to § 18.2-248 or 18.2-248.03 shall be liable at the time of sentencing or in a separate civil action to the locality or to any other law-enforcement entity for the expense in cleaning up any methamphetamine lab related to the conviction. The amount charged shall not exceed the actual expenses associated with cleanup, removal, or repair of the affected property or the replacement cost of personal protective equipment used; and

WHEREAS, the Board finds it necessary to establish a new section of County Code, Section 42-5, to provide that those convicted of manufacture of methamphetamines are liable for expenses resulting from the cleanup of sites connected to the conviction,

NOW, THEREFORE, BE IT ORDAINED AND ENACTED, that the Board of Supervisors of King William County, Virginia, does this 23rd day of September, 2013, add a section to the King William County Code numbered 42-5 to read as follows:

Sec. 42-5. Reimbursement For Expenses Incurred For Methamphetamine Lab Cleanup.

Any person convicted of an offense for the manufacture of methamphetamine pursuant to Virginia Code § 18.2-248 or § 18.2-248.03 shall be liable at the time of sentencing, or in a separate civil action, to the County or to any other law enforcement entity for the expenses incurred in cleaning up any methamphetamine lab related to the conviction. The amount charged shall not exceed the actual expenses associated with the cleanup, removal or repair of the affected property, or the replacement cost of personal protective equipment used.

Adopted this 23rd day of September, 2013

Those members voting:

S. K. Greenwood	Aye
T. S. Stone	Aye
O. O. Williams	Aye
C. T. Redd III	Aye
T. J. Moskalski	Aye

b. Public Hearing – Disposal of Public Lands – Newport News Reservoir Property – Resolution #13-50 – Chairman Moskalski opened the public hearing.

i. Staff Presentation – The County Administrator stated the county owns this property in name only; the county is contractually obligated to return the property to the City of Newport News. He said the county has no funds invested in the property. He said in compliance with the contractual obligations the county published the required notice in order to convey the property back to the city now that the reservoir project has been terminated.

ii. Public Comments (3 minutes per individual; 5 minutes if representing an organization or group) –

1. Mr. Eugene Rivara, of the 3rd District, said he is aware the county is holding the property in name only and is contractually obligated to return to the City of Newport News. He stated the agreement states the original property owners should be given first right of refusal. In his opinion none of the previous property owners would want to purchase the land back for the price they were paid for the land. He is concerned the properties will be sold in one lump sum and feels that would indicate someone might pursue resurrecting this project.

2. Mr. Kelly Place, Director of Research and Policy with the Virginia Watermen’s Association, stated he was involved in and opposed the reservoir project. He suggested the City of Newport News owes this Board and King William County an apology for having dragged the county through several decades of distress and angst. He said Newport News had originally predicted by next year they would need 70 or 80 million gallons of water a day in order to keep their grandchildren from dying of thirst; recent released water demand needs for 2014 predict the number is down to 30 million gallons a day. He questioned how their projections can be that far off. In his opinion if this Board shows any expense for this project Newport News should consider reimbursing King William. He urged King William to protect the

natural resources from people outside the boundaries. He said he is personally going to keep an eye on Newport News and how they decide to dispose of the land from this project.

3. Ms. Ann Todd, property owner in the 2nd district, said she has been very emotional about the reservoir project from the beginning and opposed it from the start. She is concerned that Newport News may consider starting the project up again in the future.

There being no other persons to speak for or against this matter before the Board, Chairman Moskalski closed the public hearing.

iii. Consideration –

C. T. Redd III stated all of the property owners, by the way of the contract agreement as written with the City of Newport News, were notified of the opportunity to purchase the land back. He said none of the property owners purchased the land back; he doesn't blame them because he feels they were glad to get rid of the land. He also clarified Newport News bought the property, the property is in King William County's name only, the county does not have a nickel tied up in selling the property, and any legal fees incurred were reimbursed to the county. He said according to the agreement the city paid taxes to the county on the property up until about six months ago. He said the county cannot control what is done with the property once signed over to the city and in their possession. He does not foresee Newport News spending ninety million dollars again to get turned down by the EPA again; King William County would have to agree, he does not see a future Board agreeing to this type of project again. He was on the Board when the reservoir project was presented and was against the project. He said the scary part is if the State comes in and says Newport News needs the water and mandates King William to let them build a reservoir.

C. T. Redd III motioned for approval of Resolution #13-50; motion was seconded by O. O. Williams.

Discussion:

S. K. Greenwood noted the County Attorney said previously that taxes have not been collected on the property for the past 24 to 36 months.

C. T. Redd III said the County Attorney is not positive of the time frame.

S. K. Greenwood asked why the county cannot keep the property a little longer to try to sell. He feels maybe that would be a way to save the land from getting in the wrong hands.

Chairman Moskalski clarified that the County Attorney previously noted the county is contractually obligated to turn the land over to the City of Newport News at this time.

S. K. Greenwood said the County Attorney also said there is no guarantee the City of Newport News will pay any taxes on the property forthcoming either. He does not like that the county is required to turn the land over but is not guaranteed any tax on any of the land for who knows how long.

T. S. Stone stated the County is executing the actions of the contract that was entered into decades ago; to not do so would likely result in legal actions. She said she is happy to see a resolution being reached on this issue. She is hopeful the property will be sold back to individual property owners and this can be put into the history of King William County. She is pleased to see this final action.

O. O. Williams noted he has not served on the Board as long as Mr. Redd but said he has served through a lot of the discussions of the reservoir project. He is glad this issue is finally coming to an end. He clarified the future collection of taxes on this property is mandated by State Code. He also said the original land owners were offered to purchase the property back; Newport News did not reduce the price of the property and they cannot be forced to do so. He said the land owners also had the opportunity to purchase their land back to prevent the land from being put into one lump; none chose to buy back. He said now is the time for the County to fulfill the contract.

The County Attorney clarified that the agreements provided, once the City of Newport News gave the county notice of cancellation of the agreement, if the county decided to sell the properties they had to give the city a 120 day notice; cancellation notice was given several years ago. The county did not respond within the 120 day period; they took 150 days. The city agreed for the county to try and sell the property; the contract provides the city gets all of the proceeds. The city paid the

county rent, or taxes, on the properties for all of the time period the county was in ownership so the county would not lose tax revenue while waiting to see if the project would go forward. The payments however would end 36 months after the notice from the city that the project was abandoned. He said the 36 month period expired approximately 12 months ago; the city stopped paying rent to the county because that is what the contract provided for. He explained under Virginia law if a locality owns property there are no taxes owed on the property generally; there are some exceptions such as for waterworks. He said he has not researched that particular issue because it is not germane to the matter tonight. He said Newport News has indicated their intent is to sell this property. He also stated in 2011 the county sent letters to all previous property owners offering them the opportunity to buy the property back; there were no takers. The contract requires if the county is unable to sell the property after 36 months the property is conveyed back to the city. He said if the county paid any money for the property, the city would reimburse the county; if no money was exchanged the property is to be conveyed back to the city with no compensation. Records were examined and there was no compensation paid for any of the properties by the county; all properties were paid for by the city. In closing he said this is simply the last step in the contract, to convey these properties back to the City of Newport News; properties the city paid for.

Upon the completion of the discussion the motion for approval of Resolution #13-50 was approved by the following roll call vote:

RESOLUTION #13-50
A RESOLUTION AUTHORIZING
THE COUNTY ADMINISTRATOR TO EXECUTE
A DEED CONVEYING REAL PROPERTY INTERESTS
TO THE CITY OF NEWPORT NEWS, VIRGINIA

WHEREAS, the County of King William acquired properties between approximately 1996 and 2009 for the now abandoned King William reservoir project; and

WHEREAS, due to the abandonment of the reservoir project, the County of King William is contractually obligated to convey these properties to the City of Newport News; and

WHEREAS, the Board of Supervisors wishes to authorize the County Administrator to act on its behalf to effect the property conveyance,

NOW THEREFORE, BE IT RESOLVED by the King William County Board of Supervisors this 23rd day of September, 2013, that the County Administrator be, and he is hereby, authorized to act on behalf of the County of King William to convey appropriate property interests in the real estate involved in this matter and that the

County Administrator is further authorized to sign any and all deeds or instruments necessary to carry out the intent of this resolution, provided that any such deed or instrument is approved as to form by the County Attorney.

Adopted this 23rd day of September, 2013

Those members voting:

T. S. Stone	Aye
O. O. Williams	Aye
C. T. Redd III	Aye
S. K. Greenwood	Nay
T. J. Moskalski	Aye

RE: ADMINISTRATIVE MATTERS – TRENTON L. FUNKHOUSER,

COUNTY ADMINISTRATOR

a. Resolution #13-51 – Resolution of the Board of Supervisors of the County of King William, Virginia, Authorizing the Issuance and Sale of its Refunding Bond, in Aggregate Principal Amount not to Exceed \$1,410,000, and the Execution and Delivery of Certain Documents Prepared in connection therewith – The County Administrator stated the documents before the Board for consideration are the final documents that have been discussed twice between the Board and Staff. He said Staff was directed by the Board to proceed with the school portion only of this refinancing. He stated the documents for consideration were provided by VML/VACo, they are interested in closing quicker than expected. He also noted the documents were provided after the Board packet was distributed.

T. S. Stone said her understanding is the financing is within the parameters as approved by the Board.

T. S. Stone moved for approval of Resolution #13-51; motion was seconded by C. T. Redd III; Resolution #13-51 was approved with the following roll call vote:

RESOLUTION #13-51
RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY
OF KING WILLIAM, VIRGINIA, AUTHORIZING THE ISSUANCE AND
SALE OF ITS REFUNDING BOND, IN AGGREGATE PRINCIPAL
AMOUNT NOT TO EXCEED \$1,410,000, AND THE EXECUTION AND
DELIVERY OF CERTAIN DOCUMENTS PREPARED
IN CONNECTION THEREWITH

WHEREAS, the County of King William, Virginia (the "County"), has determined that it is advisable and in the interest of the County to refund all or a portion of the outstanding principal amount of that certain indebtedness reflected by its \$1,490,000 Public Facility Lease Revenue Bond, Series 2006 (the "Refunded Bond"); and WHEREAS, the County intends to refund the Refunded Bond by and through the issuance of a subject to appropriation refunding bond in the maximum amount of \$1,410,000 (the "Bond"), together with other available funds, to accomplish such refunding; and

WHEREAS, the Board of Supervisors of the County (the "Board") has previously received a proposal from the Virginia Local Government Finance Corporation, a Virginia nonstock, nonprofit corporation (serving as Program Administrator for the VML/VACo Finance Program), for the Industrial Development Authority of the County of Stafford and the City of Staunton, Virginia (the "Authority") to purchase the refunding bond, and the Authority has indicated its willingness to purchase such bond in accordance with the terms of a Bond Purchase Agreement between the Authority and the County (the "Agreement"), the form of which has been presented at this meeting; and

WHEREAS, the Program Administrator has procured funds from financial institutions to fund the Project, and Blue Ridge Bank (the "Bank") has indicated that it will fund the Project on behalf of the Authority and the County;

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF KING WILLIAM, VIRGINIA:

1. Issuance of Bond and Use of Proceeds. Pursuant to the Constitution of the Commonwealth of Virginia and the Public Finance Act of 1991, as amended (the "Public Finance Act"), Title 15.2, Chapter 26 of the Code of Virginia of 1950, as amended (the "Virginia Code"), specifically the provisions of Virginia Code § 15.2-2643, and without regard to any requirements or restrictions contained in any charter or special act of the County, the Board hereby authorizes the issuance and sale of its refunding bond of the County in an aggregate principal amount set forth below to provide funds, together with other available funds of the County as needed, to refund all or a portion of the Refunded Bond, to escrow interest monies necessary to advance refund all or a part of the Refunded Bond, if necessary, and to pay issuance and financing costs incurred in issuing the Bond. Such amount is consistent with the limitations set forth in Virginia Code § 15.2-2645.

2. Authorization of Bond Purchase Agreement. The form of the Agreement submitted at this meeting is hereby approved. The Chairman and the County Administrator, either of whom may act, are authorized to execute the Agreement in substantially such form, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by such official, whose approval shall be evidenced conclusively by the execution and delivery thereof. The issuance and sale of the Bond shall be upon the terms and conditions of the Agreement. The proceeds of such Bond shall be applied in the manner set forth in the Agreement. All capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Agreement.

3. Acknowledgement and Approval of Assignment. The County understands that the Authority, in order to secure funds for the financing of the Project, will, at closing, assign all of its right, title, and interest in the Bond to the Bank. The County acknowledges and agrees to the assignment of its Bond to the Bank and further directs the Chairman and the County Administrator, either of whom may act, and after consultation with bond counsel, to execute such documents or certificates necessary or convenient to ensure the assignment of the Bond to the Bank.

4. Bond Details. The Bond shall be issued as single, fully registered bond, shall be designated "Refunding Bond, Series 2013" and shall be in substantially the form set forth in Exhibit A to this Resolution as hereby approved, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the Chairman or the Vice-Chairman, either of whom may act (each an "Authorized Signatory"), signing such Bond and whose approval shall be evidenced conclusively by the execution and delivery of the Bond. The Board authorizes the issuance and sale of the Bond on such terms as shall be satisfactory to the Authorized Signatory; provided however, that the Bond (a) shall be in a principal amount not to exceed \$1,410,000, (b) shall mature no later than August 1, 2030 and (c) shall bear interest on the outstanding principal balance thereof at rates of interest approved by the Authorized Signatory, with such rates to not exceed three and one

half percent (3.50%) (provided that default interest may be payable at a rate in excess thereof as provided in the Agreement), shall accrue certain other ongoing costs and expenses upon the terms and conditions described in the Agreement, and the refunding of all or a portion of the Refunded Bond shall achieve an aggregate net present value debt service savings of not less than two percent (2%) of the Refunded Bond. As set forth in the Agreement, the County agrees to pay any applicable late payment or similar costs and expenses described therein. Subject to the preceding terms, the Board further authorizes the Authorized Signatory to determine the final terms, purchase price, initial interest rate, interest rate adjustment provisions, maturity date, and amortization schedule of the Bond and determine which maturities (or portions thereof) of the Refunded Bond are to be refunded, all of which shall be evidenced by the execution and delivery of the Bond, and no further action shall be necessary on the part of the County so long as such provisions are within the limits prescribed in this Resolution.

5. Payment and Redemption Provisions. The principal of and premium, if any, and interest on the Bond shall be payable as set forth in the Bond and the Agreement. The principal of and premium, if any, and interest on the Bond shall be payable in lawful money of the United States of America. Nothing in the Bond, this Resolution, or the Agreement shall be deemed to create or constitute an indebtedness of the Commonwealth of Virginia or any political subdivision thereof other than the County, or a pledge of the full faith and credit of the Commonwealth of Virginia or of any political subdivision thereof, including the County. The County may, at its option, redeem, prepay or refund the Bond upon the terms set forth in the Agreement.

6. Execution and Form of Bond. The Bond shall be signed by an Authorized Signatory and the County's seal shall be affixed thereon and attested by the Clerk or Deputy Clerk of the County.

7. Pledge of Security. As set forth in the Agreement, the County Administrator shall annually budget funds necessary for such year's payment of principal of and premium, if any, and interest on the Bond. The Board shall annually consider such budget request and appropriate funds for each year's debt service. While the Board cannot bind future Boards for the appropriation of future debt service, the Board encourages future Boards to do so.

8. Preparation of Printed Bond; Mutilated or Destroyed Bond. The County shall initially issue the Bond in typewritten form. The printed Bond may be executed by manual or facsimile signature of an Authorized Signatory, the County's seal affixed thereto and attested by the Clerk or Deputy Clerk of the County; provided, however, that if both such signatures are facsimiles, no bond shall be valid until it has been authenticated by the manual signature of the Registrar and the date of authentication noted thereon. The typewritten Bond surrendered in any such exchange shall be canceled. If the Bond has been mutilated, lost or destroyed, the County shall execute and deliver a new Bond of like date and tenor in exchange and substitution for, and upon cancellation of, such mutilated Bond or in lieu of and in substitution for such lost or destroyed Bond; provided, however, that the County shall so execute and deliver only if the registered owner has paid the reasonable expenses and charges of the County in connection therewith and, in the case of a lost or destroyed Bond, (a) has filed with the County an affidavit reasonably satisfactory to the County that such Bond was lost or destroyed and (b) has furnished to the County reasonably satisfactory indemnity.

9. Registration and Transfer of the Bond. The County appoints the Financial Services Manager, and such position's successor, of the County as paying agent and registrar (the "Registrar") for the Bond. Upon surrender of a Bond at the office of the Registrar, together with an assignment duly executed by the registered owner or its duly authorized attorney or legal representative in such form as shall be reasonably satisfactory to the Registrar, the County shall execute, and the Registrar shall authenticate and deliver in exchange, a new Bond having an equal aggregate principal amount, of the same form and maturity, bearing interest at the same rates and registered in such name as requested by the then registered owner or its duly

authorized attorney or legal representative. Any such exchange shall be at the expense of the County, except that the Registrar may charge the person requesting such exchange the amount of any tax or other governmental charge required to be paid with respect thereto. The Registrar shall treat the registered owner as the person or entity exclusively entitled to payment of principal, interest and premium, if any, and the exercise of all other rights and powers of the owner, except that installments shall be paid to the person or entity shown as owner on the registration books.

10. Delivery of Bond. Each of the Authorized Signatory and Clerk of the County are authorized and directed to take all proper steps to have the Bond prepared and executed in accordance with its terms and to deliver it to the purchaser or assignee thereof as set forth in the Agreement.

11. Tax Compliance Documentation. Each of the Chairman and the County Administrator of the County is authorized to execute a Tax Compliance Agreement or any related document (the "Tax Documents") setting forth the expected use and investment of the proceeds of the Bond and containing such covenants as may be necessary or desirable in order to comply with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including the provisions of Section 148 of the Code and applicable regulations relating to "arbitrage bonds," so that interest on the Bond will not be included in gross income for federal income tax purposes. The Tax Documents may contain such elections under the Code with respect to the Bond as the officer or officers executing them approve, and such approval shall be evidenced conclusively by the execution and delivery of the Tax Documents. The County covenants that the proceeds from the issuance and sale of the Bond will be invested and expended as set forth in the Tax Documents, to be delivered simultaneously with the issuance and delivery of the Bond, and that the County shall comply with the other covenants and representations contained therein.

12. Tax and Other Documents. Each of the Chairman and the County Administrator are authorized and directed to execute and deliver an IRS Form 8038-G in a form approved by such officers and the County's bond counsel.

13. Escrow Agreement. As deemed necessary by bond counsel, the Authorized Signatory is authorized and directed to execute an escrow agreement (the "Escrow Agreement") with the party determined by the Authority acting as escrow agent (the "Escrow Agent") for purposes of advance refunding all or a part of the Refunded Bond. The Escrow Agreement shall be in the form approved by the Authorized Signatory, in collaboration with the County's bond counsel, the execution thereof by the Authorized Signatory to constitute conclusive evidence of approval of the Escrow Agreement. The Escrow Agreement shall provide for the irrevocable deposit of a portion of the Bond proceeds, together with other available funds of the County as needed (the "Advance Refunding Portion") in one or more separate escrow funds (the "Escrow Funds") which shall be sufficient, when invested, to provide for payment of principal of and premium, if any, and interest on the advance refunded Refunded Bond. If requested by the County, the Escrow Agent is authorized to execute an initial and final subscription form for the purchase of Government Obligations or to purchase open market securities, if necessary.

14. Deposit of Advance Refunding Portion. The Authorized Signatory is authorized and directed (a) to provide for the delivery of the Advance Refunding Portion to the Escrow Agent for deposit in the Escrow Funds, in an amount that will be sufficient, together with the interest thereon when invested as provided in the Escrow Agreement, (i) to pay when due the interest on the advance refunding portion of the Refunded Bond to the first respective dates on which they may be redeemed at the option of the County and (ii) to pay upon the earlier of maturity or redemption the principal of the advance refunding portion of the Refunded Bond, plus the applicable redemption premium, and (b) to provide for the deposit of a portion of the remaining proceeds of the Bond in a special account to be used to pay the costs of refunding the advance refunding portion of the Refunded Bond and an allocable share of issuing the Bond. The Authorized Signatory is further authorized and directed to take all such

further action as may be necessary or desirable in connection with the payment and refunding of the Refunded Bond.

15. **Redemption of Refunded Bond.** The Authorized Signatory is authorized and directed to determine which maturities of the Refunded Bond, if any, shall constitute the refunding of the Refunded Bond. The Refunded Bond is specifically and irrevocably called for redemption on the first respective dates on which they may be redeemed at the option of the County. The Escrow Agreement shall provide for notice of redemption to be given to the registered owners of the Refunded Bond in accordance with the respective resolutions providing for the issuance of the Refunded Bond.

16. **Election to Apply Public Finance Act.** Pursuant to Section 15.2-2601 of the Virginia Code, it is hereby elected to have the Public Finance Act apply to the Bond exclusively without regard to any charter or local act that might otherwise apply.

17. **Contract with Bondholders.** The provisions of this Resolution shall constitute a contract between the County and the bondholder for so long as the Bond is outstanding. In the event of a conflict between the provisions of the Agreement and the provisions of this Resolution, the Agreement shall control.

18. **Limitation of Liability of Officials of County.** No covenant, condition or agreement contained herein shall be deemed to be a covenant, agreement or obligation of an officer, employee, member of the Board, or agent of the County in his or her individual capacity, and no officer of the County or member of the Board executing the Bond shall be liable personally on the Bond or be subject to any personal liability or accountability by reason of the issuance thereof. No officer, employee or agent of the County shall incur any personal liability with respect to any other action taken by him or her pursuant to this Resolution provided he or she acts in good faith.

19. **Conditions Precedent.** Upon the issuance of the Bond, all acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia or this Resolution to have happened, exist and to have been performed precedent to or in the issuance of the Bond shall have happened, exist and have been performed.

20. **Other Actions.** All other actions of officials of the County in conformity with the purposes and intent of this Resolution and the Agreement and in furtherance of the issuance and sale of the Bond are ratified, approved and confirmed. The officials of the County are authorized and directed to execute and deliver on behalf of the County such agreements and other instruments, documents or certificates, and to do and perform such things and acts, as they shall deem necessary or appropriate to carry out the transactions authorized by this Resolution or contemplated by the Bond or the Agreement, and all of the foregoing, previously done or performed by such officers of the County, are in all respects approved, ratified and confirmed.

21. **Headings.** Any headings in this Resolution are solely for convenience of reference and shall not constitute a part of this Resolution nor shall they affect its meaning, construction or effect.

22. **Constitutional Authority and Severability.** The Bond shall be issued under the provisions of Article VII, Section 10(a) of the Constitution of Virginia (other than Subsection (2) thereof). The principal of and interest on the Bond shall be payable solely from funds lawfully available and appropriated for such purpose. If any court of competent jurisdiction shall hold any provision of this Resolution to be invalid and unenforceable, such holding shall not invalidate any other provision hereof.

23. **Filing of Resolution.** The Authorized Signatory and Clerk to the County are authorized and directed to see to the prompt filing of a certified copy of this

Resolution in the Circuit Court having jurisdiction over the County, in accordance with Sections 15.2-2607 and 15.2-2627 of the Public Finance Act.

24. Effective Date. This Resolution shall take effect immediately.

Adopted: September 23, 2013

Those members voting:

O. O. Williams	Aye
C. T. Redd III	Aye
S. K. Greenwood	Aye
T. S. Stone	Aye
T. J. Moskalski	Aye

b. Bay Aging/Bay Transit – Chairman Moskalski noted the Board was presented with information by Bay Aging staff last month for the possibility of funding all or part of their request.

The County Administrator explained the funding requests made by the agency and the reductions the Board made to the requests during the FY 14 budget process. He further explained the county funds that would be affected should the Board make a decision to appropriate additional funding to the agency.

C. T. Redd III said, as he stated last month, he is more concerned with funding Bay Transit because the service transports citizens to jobs and appointments. He realizes in some instances it appears the use of the vehicles to pick up passengers is not efficient because of the number of riders. He feels, given the big picture, the service transports the riders to doctor appointments and to retail locations in the county to spend money, which generates sales tax revenue.

Motion was made by C. T. Redd III to appropriate \$10,000.00 to Bay Transit from the contingency fund; motion failed due to the lack of a second.

T. S. Stone has concerns with the Bay Transit service delivery model; her concerns were indicated to Ms. Vesley-Massey during the presentation last month. She feels the transportation service is not efficient and she often sees only one person being transported on the large buses. She is reluctant to continue to support the program or appropriate additional funding until more assurance is provided that the services are as efficient as they can be with the funds that are being provided. She agrees this is a very valuable service.

Motion was made by T. S. Stone to transfer \$4,000.00 from the contingency fund to Bay Aging programs; the motion was seconded by T. J. Moskalski.

Discussion:

O. O. Williams feels picking and choosing between programs sounds like dangerous business for an elected board. He feels the program needs the help but to put tax payer dollars into this as hard as this board worked trying to cut back, what good did it do to plan the budget to work within what we have to stay on contingency.

Chairman Moskalski explained this is two separate funds as was laid out in the requests. His reason for supporting the motion is the figures that were presented to the Board at the last meeting demonstrated to him a true need within the Bay Aging programs. He still has reservations about the additional funding request for Bay Transit.

C. T. Redd III said he is going to support the \$4,000.00 appropriation because he feels this Board's action on Bay Transit is a smack in the face to a part of this population in King William County. He said the \$4,000.00 will help take some of the sting out for people not being able to go back and forth to work; maybe we will bring them meals because they won't be able to get to the grocery store to buy their own. He feels this Board has done a great injustice to a certain population of this county and feels it is wrong.

S. K. Greenwood asked for clarification of the amount the agency stated, in the presentation last month, is needed for the food service program.

Chairman Moskalski said his recollection is Ms. Vesley-Massey broke it down to the number of meals they would be able to provide.

The County Administrator said from the handout that was provided there was a \$7,800.00 loss in budget which equals 2,600 meals.

S. K. Greenwood also commented that the agency made the decision to reduce the meals program. He does not agree with the additional funding.

Upon the completion of the discussion the motion was approved by the following roll call vote.

Those members voting:

C. T. Redd III	Aye
S. K. Greenwood	Nay
T. S. Stone	Aye
O. O. Williams	Aye
T. J. Moskalski	Aye

**RE: PUBLIC COMMENT PERIOD – SPEAKERS: ONE OPPORTUNITY OF 3
MINUTES PER INDIVIDUAL OR 5 MINUTES PER GROUP ON NON-PUBLIC
HEARING MATTERS**

The Chairman opened the Second Public Comment Period.

1. Matthew Kite, Commonwealth’s Attorney for King William County, spoke about the comment made earlier that insinuated law enforcement is going around and kicking in people’s doors without proper cause. He realizes in this day and age it is okay to blow things out of proportion publicly. He said as the commonwealth’s attorney in this county he knows what law enforcement is up to and can guarantee that is not occurring. He asked for caution to be taken when things are insinuated with no basis or facts.

There being no other persons to appear before the Board the Chairman closed the Second Public Comment Period.

RE: APPOINTMENTS

a. Resolution #13-46 – Wetlands Board, one citizen member; term to expire 9/30/2018 – On motion by T. S. Stone, seconded by C. T. Redd III, with the following roll call vote, Resolution #13-46 was adopted approving the reappointment of Charles M. Shaver to serve a term of five years as a citizen member of the King William County Wetlands Board; said term to expire September 30, 2018:

RESOLUTION #13-46
Resolution of Appointment
King William County
Wetlands Board

WHEREAS, the term of one citizen member, Charles M. Shaver, serving on the King William County Wetlands Board, expires on September 30, 2013; and

WHEREAS, Mr. Shaver has expressed interest in reappointment to the Wetlands Board,

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of King William County, Virginia, that Charles M. Shaver, is hereby appointed to serve as a citizen member of the King William County Wetlands Board, for a term of five years, with said term expiring September 30, 2018.

Adopted this 23rd day of September, 2013

Those members voting:

S. K. Greenwood	Aye
T. S. Stone	Aye
O. O. Williams	Aye
C. T. Redd III	Aye
T. J. Moskalski	Aye

RE: BOARD OF SUPERVISORS COMMENTS

Chairman Moskalski opened the Board of Supervisors comment period.

All Board members thanked citizens for their participation at the monthly Board meetings.

O. O. Williams said he feels this has been a stressful meeting for some, trying to deal with what we have every month to look out for the citizens is a hard job. He said we are up here to represent the citizens and to try to be good stewards with their money. He said Mr. Kite needs to speak to him later.

S. K. Greenwood invited everyone to attend the next joint meeting of the Board of Supervisors and West Point Town Council this Thursday night; meeting will be held in West Point.

T. S. Stone typically considers she is a moderate fairly fiscal conservative. She said the danger of being moderate is you make both sides mad at you. She said well into her second year of serving this Board she has successfully made a large number of people unhappy with her and maybe that truly means she is riding the middle of the road and doing something for all hopefully.

C. T. Redd III also reminded everyone about the joint work session with Town Council this Thursday evening. He is hopeful some progress is being made.

Chairman Moskalski pointed out the very difficult situation Sheriff Walton had to deal with over the past weekend. He feels every resident of King William County owes him a debt of gratitude and his department; he is very proud of how the situation was handled. He confirmed that Ms. Hite, who spoke earlier, is correct; he said he would reach out to her and he failed to do so. He apologized to her and said he would make it up to her.

C. T. Redd III asked if Staff will address the issue brought up by Ms. Abrams earlier regarding the Registrar's Office advertising in the *Country Courier*.

There was a discussion of the requirements of a paper of record for legal advertisements. By consensus, it was decided it is up to each individual county department to make the decision, if their budget allows, to advertise notifications in more than one newspaper; regardless of whether the publication meets the requirements of legal record or not.

RE: CLOSED MEETING

Motion was made by C. T. Redd III, to convene in a Closed Meeting in accordance with § 2.2-3711(A)(7), of the Code of Virginia, to consult with legal counsel regarding the ongoing negotiations with the Town of West Point to develop split levy legislation in order to obtain legal advice from counsel. The motion was seconded by T. S. Stone, with the following roll call vote:

Those members voting:

T. S. Stone	Aye
O. O. Williams	Aye
C. T. Redd III	Aye
S. K. Greenwood	Aye
T. J. Moskalski	Aye

After exiting the Closed Meeting, Chairman Moskalski reconvened the meeting in open session.

Chairman Moskalski called for a motion and roll call vote certifying the closed session.

On motion of C. T. Redd III, seconded by T. S. Stone, the following resolution was adopted:

STANDING RESOLUTION -1 (SR-1)

A RESOLUTION TO CERTIFY COMPLIANCE WITH THE FREEDOM OF INFORMATION ACT REGARDING MEETING IN CLOSED MEETING

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

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

NOW, THEREFORE, BE IT RESOLVED, that the King William County Board of Supervisors this the 23rd day of September, 2013, hereby certifies that, to the best of each member's knowledge:

1. Only public business matters lawfully exempted from open meeting requirements under the Freedom of Information Act were heard, discussed, or considered in the closed meeting to which this certification resolution applies, by the King William County Board of Supervisors.

2. Only such public business matters as were identified in the motion convening the closed meeting were heard, discussed, or considered by the King William County Board of Supervisors.

Those members voting:

O. O. Williams	Aye
C. T. Redd III	Aye
S. K. Greenwood	Aye
T. S. Stone	Aye
T. J. Moskalski	Aye

RE: RECESS OF MEETING

Meeting was recessed at 8:50 p.m. The Board will reconvene in a joint meeting with West Point Town Council on September 26, 2013, at 7:00 p.m., at the West Point Business Center located at 621 Main Street, West Point, Virginia.

COPY TESTE:

T. J. Moskalski, Chairman
Board of Supervisors

T. L. Funkhouser,
County Administrator
Clerk of the Board