



County of King William, Virginia

**BOARD OF SUPERVISORS
WORK SESSION MEETING OF JUNE 13, 2022 - 7:00 PM
KING WILLIAM COUNTY ADMINISTRATION BUILDING
KING WILLIAM, VIRGINIA**

AMENDED AGENDA

1. **Call to Order**
2. **Roll Call**
3. **Review and Adoption of Meeting Agenda**
4. **Work Session Matters**
 - a. Elections Update - Alison Fox, General Registrar
 - b. VDOT Quarterly Update - Lee McKnight, Residency Administrator, VDOT Saluda Residency
 - c. Scenic River Program Overview - Samantha Wangsgard, Chief Environmental Planner, Virginia Department of Conservation & Recreation (DCR)
 - d. Motorola Project Update - Steve R. Garner, Project Manager with Motorola Solutions, Inc.
 - e. Lease Agreement ~~and Memorandum of Understanding~~ with the King William Historical Society - Percy C. Ashcraft, County Administrator
 - f. Proposed Process for Amending King William County Code §10-69 (b), Dogs Running at Large, to Include Additional Subdivisions in the Year-Round Dog Leash Law - Percy C. Ashcraft, County Administrator
 - g. County Signage - Percy C. Ashcraft, County Administrator (Attachment Updated)
 - h. Recreation Expansion Plan Discussion - Percy C. Ashcraft, County Administrator
 - i. ~~Potential Compensation Board Budget Amendments – Natasha Joranlien, Director of Financial Services~~
 - j. DSS Personnel Discussion - Percy C. Ashcraft, County Administrator (Attachment Added)
 - k. Library Discussion - Percy C. Ashcraft, County Administrator

5. Board of Supervisors' Requests

6. Closed Meeting

- a. Motion to Convene Closed Meeting In accordance with Section 2.2-3711 (A)(1) of the Code of Virginia to consider a personnel matter involving the performance of a specific public employee(s) and regarding the appointment of individuals to Boards and Commissions. (*PC, BZA, EDA, RC*)
- b. Motion to Reconvene in Open Session
- c. Certification of Closed Meeting
- d. Action on Closed Meeting (if necessary)

7. Adjourn or Recess

NOTES REGARDING AGENDA:

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

There is no Public Comment Period during Work Sessions.

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

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

AGENDA ITEM 4.c.

Scenic River Program Overview - Samantha Wangsgard, Chief Environmental Planner, Virginia Department of Conservation & Recreation (DCR)

Virginia Scenic Rivers Program

Presentation for the County of King William Board of Supervisors
June 13, 2022

Samantha Wangsgard, CF, AICP, Chief Planner
Planning and Recreation Resources Division
Virginia Department of Conservation and Recreation



1



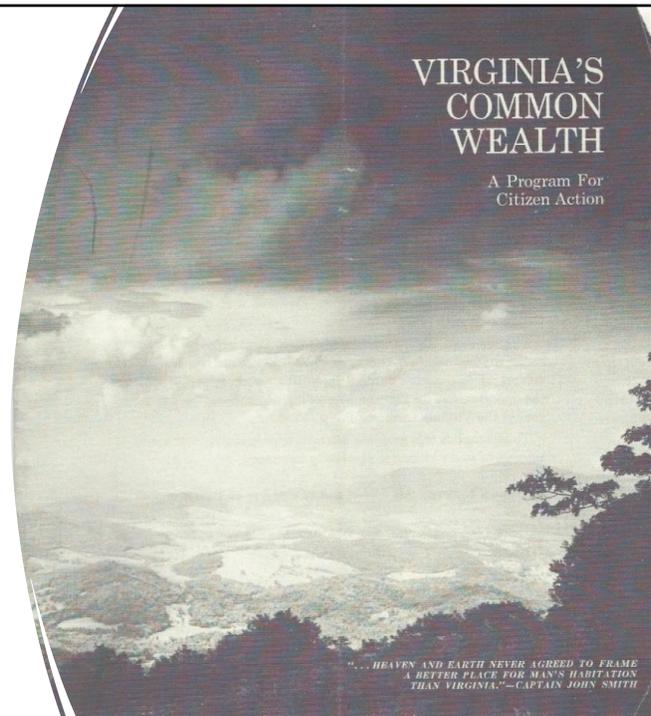
Agenda

- Program Background
- Benefits
- Does/Does Not Do
- Other Details
- Process & Criteria
- Questions

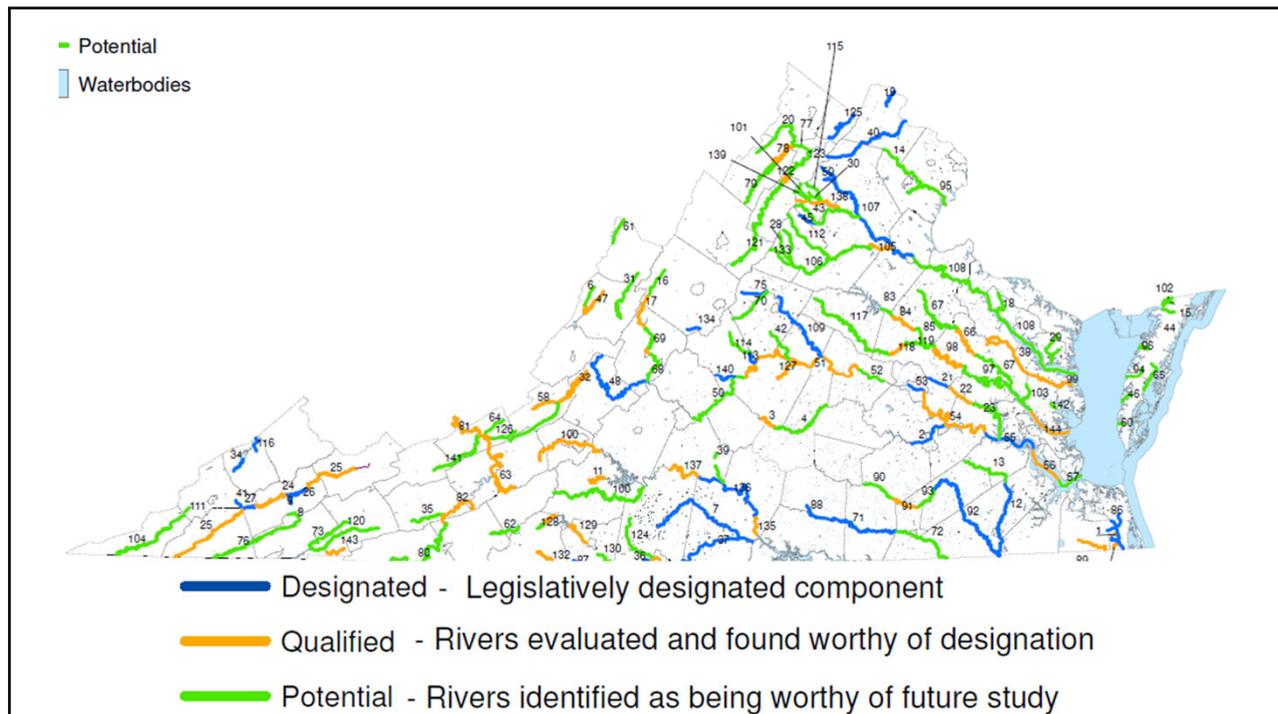
2

Program Background

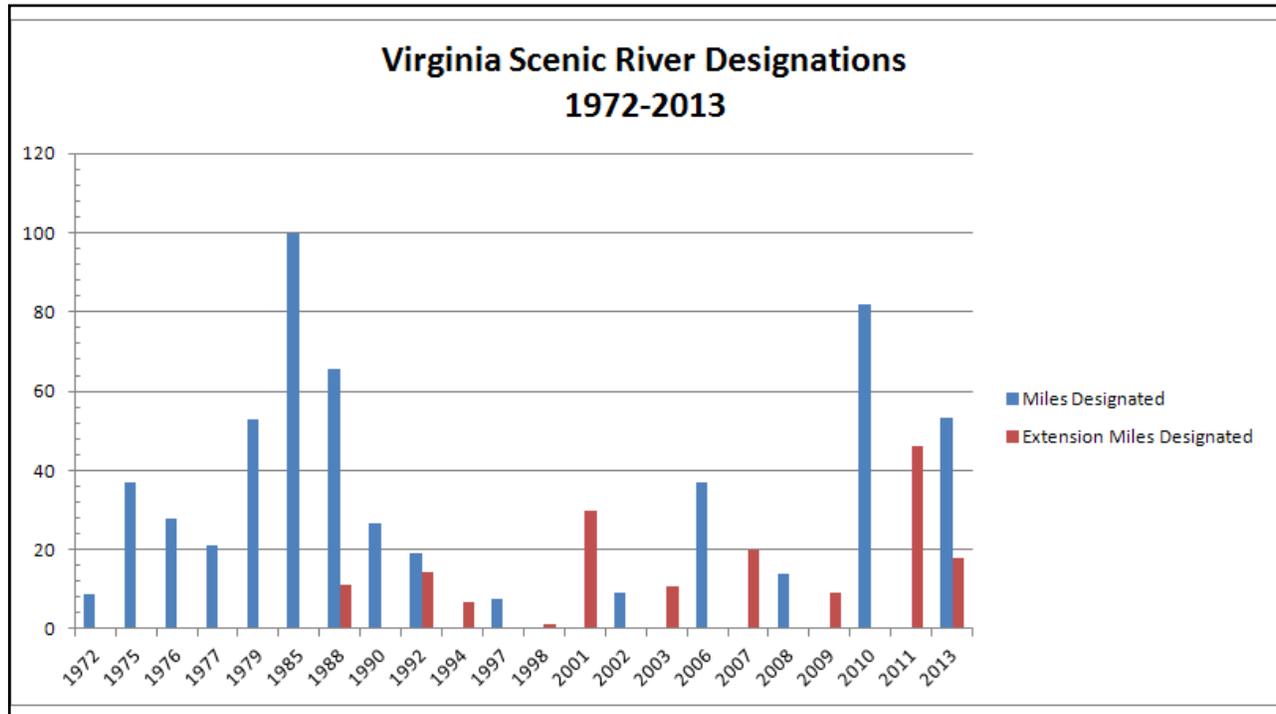
- Attention to rivers was originally mentioned in the 1965 'Virginia's Common Wealth'
- Identify and protect significant river resources
- Va Code "superior natural and scenic beauty, fish and wildlife, and historic, recreational, geologic, cultural, and other assets"
- Celebrated 50th anniversary in 2020



3



4



5



Benefits

Encourages:

- protection and preservation
- closer review of projects by state & local agencies
- FERC reviews of hydro, pipelines, and other energy projects

Requires:

- DCR to administer
- General Assembly authorization for dams

Enhances opportunities for funding

6



Benefits

Provides for:

- opportunities to consider scenic & other resources in planning & design
- continued existing riparian land uses
- eligibility for land use tax considerations, if locally adopted
- framework to appoint a local Scenic River Advisory Committee

Allows project review & monitoring by Board of Conservation and Recreation*

7



Benefits

• Supports Land Conservation through:

- Virginia Land Conservation Foundation
- Conservation Land Tax Credit
- Virginia Outdoors Foundation

8

Designation Does Not

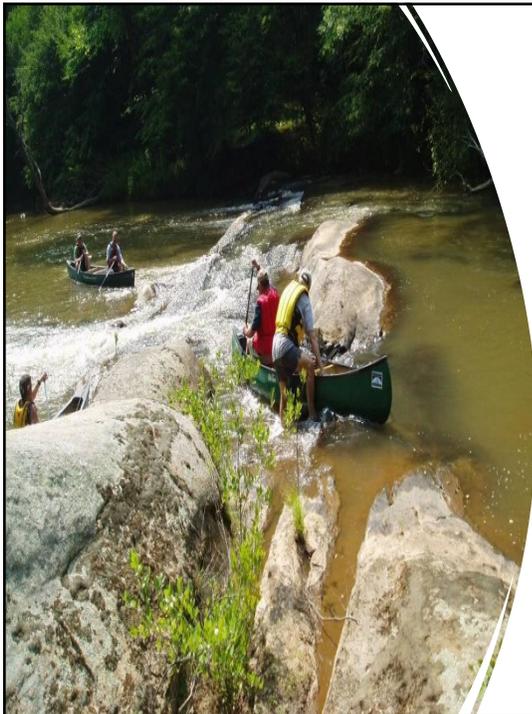
- **Authorize condemnation** of land for access (Eminent Domain prohibited).
- **Impose land use** controls
- **Affect rights** of riparian landowners
- **Allow public use** of private property
- **Enact federal** controls, rules, or regulations
- **Affect tributary streams**
- **Promote increase in recreational use**



9

Other Details

- DCR **may review & make recommendations** to all federal, state and local agencies regarding planning for use and development of water and related resources
- NO Dam construction
- Local governments, with the DCR Director, **can appoint a local scenic river advisory committee**
- Post designation management & protection lies w/in locality
- Periodic surveys of the river corridor to see if it still qualifies

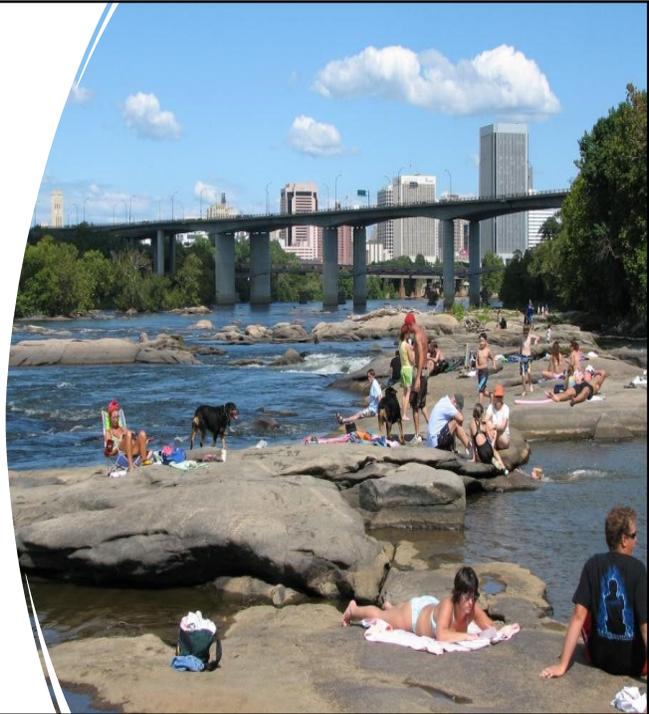


10

Designation Process

Minimum Study Requirement:

- Min. 5 miles long
 - Recognized in a VA canoeing guide OR public access along its course
 - An identifiable beginning and ending
1. Evaluate River
 - A. Request
 - B. Map & literature surveys
 - C. Field evaluation
 - D. 13 eligibility criteria



11

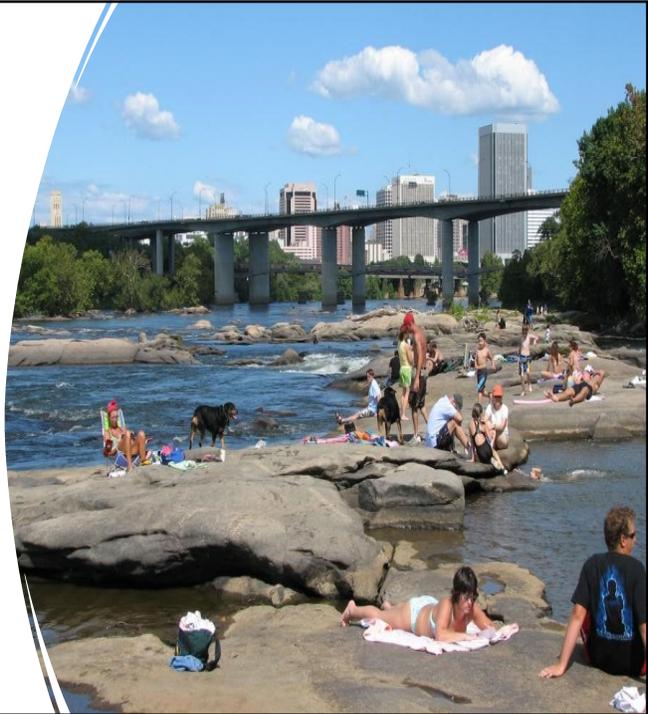
Field Evaluation Criteria

- Corridor Vegetation
- Stream flow &/or bed modifications
- Human Development of Visual Corridor
- Historic Features
- Landscape
- Quality of Fishery
- Rare, Threatened or End. Species
- Water Quality
- Parallel Roads
- Crossings
- Special Aesthetic Features
- Recreation
- Land Conservation

12

Designation Process

2. Letter to Jurisdictions confirming qualification and requesting support to move forward.
3. Report preparation, Resolution of Support from BOS and BCR and support from other agencies.
4. Report on the web & “boiler plate” legislation provided to citizen/governing
5. Localities work with legislators to introduce legislation to the General Assembly
6. Passage by General Assembly & Governor’s signature



13

jinja.gov/recreational-planning/srmain

Search ... 3 Comm... Comm... Thank ... Sce... x | Culpep...



| Recreation Planning | |
|-------------------------|---|
| Virginia Outdoors Plan | + |
| Grants | + |
| Trail Planning | + |
| Scenic Resources | + |
| Water Access | + |
| Master Planning | |
| Design and Construction | |

Home » Recreational Planning » Scenic Rivers Program

Scenic Rivers Program

Virginia Outdoors Plan | Legislation | Benefits, Criteria and Designated Rivers | Mechanisms for Conservation of River Corridors | Reference Material | Contact | 50th Anniversary | FAQ | Study Reports

The program

Virginia Scenic Rivers Program's intent is to identify, designate and help protect rivers and streams that possess outstanding scenic, recreational, historic and natural characteristics of statewide significance for future generations. This program is managed by the state and should not be confused with the federal Department of the Interior's Wild and Scenic Rivers Program. One of the program's strengths is the partnership forged between citizens, local governments and the state. This partnership is initiated by the locality and runs from the evaluation phase through and after the designation process.



In addition to existing designated state scenic rivers, other river segments have been deemed worthy of further study. Use the [Virginia Outdoors Plan Mapper](#) to locate and view those segments.

14

Questions?

Scenic Rivers webpage:

<http://www.dcr.virginia.gov/recreational-planning/srmain>

Contact Information:

Samantha Wangsgard, CF, AICP

804.401.6088

Samantha.Wangsgard@dcr.virginia.gov



AGENDA ITEM 4.e.

Lease Agreement ~~and Memorandum of Understanding~~ with the King William Historical Society - Percy C.
Ashcraft, County Administrator

LEASE

THIS LEASE AGREEMENT is made this _____ day of _____, 2022 by and between **KING WILLIAM COUNTY, (the "Lessor" or the "County")**, and the **KING WILLIAM COUNTY HISTORICAL SOCIETY, INC. (the "Lessee" or the "Historical Society")** and it recites and provides as follows.

1. **Premises:** The premises subject to this lease (the "Premises") are the former offices, record room, and appurtenant facilities of the Clerk of the Circuit Court of King William County, Virginia (which is now being used as the county museum) and the former Jail, (but not including the Meeting Room/Kitchen on the East Side of the building), and County Administrative offices located adjacent to the historic court green on Horse Landing Road in King William Court House, Virginia. The physical addresses of the buildings that comprise the Premises are 227 and 253 Horse Landing Road, King William, Virginia 23086. The location of the facilities may be further described as part of Parcel #78 on King William County Cadastral (Tax) Map #37.
2. **Ownership of Facility and Contents:** The County shall retain ownership of the Premises. All improvements installed on or made to the Premises by the Historical Society shall be considered leasehold improvements owned by the County. The Historical Society shall own all artifacts, documents, records, books, furniture, computer and communications equipment, display cabinets not affixed to the Premises, and other objects which have been donated to or purchased by the Historical Society with its funds. The Historical Society shall establish and maintain a current itemized inventory of its possessions, a copy of which shall be provided to the County at its request.
3. **Terms of Lease:** The initial term of this Lease Agreement shall be ten (10) years.
4. **Renewal of Lease:** Except as noted below, the term of this Lease Agreement shall be automatically extended for periods of five (5) years. Each successive term shall commence on the expiration of the prior term.

5. **Annual Rent:** The annual rental payment due the County by the Historical Society shall be ten (\$10.00) dollars, which shall be due and payable on January 15th of each lease year.
6. **Use of Premises:** The Premises shall be used only for the operation of a museum, and staff offices related thereto, subject to the terms and provisions of this Lease Agreement. The Historical Society may, with prior written notice to and approval by the County, allow all or a portion of the Premises to be used by other entities for special events of a temporary or periodic nature. The County, in its sole and absolute discretion, may impose conditions governing such use of the Premises for such special events or any other purpose. The Historical Society shall not sublease all or a portion of the Premises to any other entity without the prior written consent of the County.
7. **Fees, Charges and Donations:** The Historical Society may assess and collect fees or charges from visitors of the museum, special events and County approved uses of the Premises by third parties. The Historical Society may accept donations for its museum and other Historical Society related activities at the Premises. The County shall not be liable for the collection, receipt, expenditure, or loss of any fees, charges, or donations intended for or received by the Historical Society whether on or off the Premises. Except for the County and the Historical Society as set forth above, no other person or entity may assess or collect fees, charges or donations on the Premises or its environs without the prior written approval of the County, which it shall be under no obligation to grant.
8. **Sale of Concessions and Merchandise:** The Historical Society and/or County may sell concessions, printed materials, clothing, and other merchandise produced by or for the Society and/or County at the Premises. No other person or entity may sell concessions and/or merchandise at the Premises or its environs without the prior written approval of the County, which it shall be under no obligation to grant.
9. **County Obligations:** The County shall maintain and keep the exterior of the building, utility and mechanical systems in good condition and repair, and shall maintain the grounds on which the Premises is situated. Notwithstanding the foregoing, the County

shall have the right to make any changes to such grounds and landscaping that it decides to do or make in its sole and absolute discretion. The County, at its expense, shall provide to the Premises potable water, sanitary sewer, and solid waste disposal services. The County, at its expense, shall provide to the Premises electrical service, provided that the cost of such electrical services shall not exceed \$1,500.00 per month.

10. **Historical Society Obligations:** The Historical Society shall continue to operate a museum open to the public during reasonable hours each week for the entire term of this Lease Agreement and any renewal terms. With the exception of any period of time during which closure of the museum is required due to a state of emergency declared by the Governor of Virginia or the Board of Supervisors of the County, should the Historical Society fail to operate such museum open to the public for six consecutive months, the County shall have the right, but not the obligation, to terminate this Lease Agreement. Subject to the approval of the County, the Historical Society shall establish and enforce reasonable rules and regulations governing the use, operation, and maintenance of the Premises and its activities thereon.

Plans for any interior or exterior improvements of the Premises shall be approved by the County prior to any work being commenced on any such improvements.

The Historical Society, at its expense, shall maintain and keep in good condition and repair the interior of the facilities, excluding utility and mechanical systems. The Historical Society shall be responsible for retention and payment of custodial and other related services for the Premises. The Historical Society shall promptly remove all displays, furniture, temporary lighting and sound equipment, waste, and other items following any receptions, open houses, and other special events.

The Historical Society will utilize the same security access system as the County uses in other facilities within the County complex. The Historical Society shall have the right, at its sole cost and expense, to install and maintain an additional security system to protect the Society's personal property on the Premises provided that such system shall not interfere in any way with the security system used by the County. The Historical Society shall obtain the County's approval of any such additional security system prior

to its installation. The Historical Society shall inform the County and the Sheriff's Office, of the type and operation of any such additional security system, including without limitation, the means of setting and disarming it.

The Historical Society, at its sole expense, shall provide volunteer and/or paid staff at a level sufficient to ensure reasonable access by the general and traveling public to those portions of the Premises that are open to the public, and shall comply with all state and federal grant requirements applicable to any such grants received by the Historical Society. The Historical Society shall make reasonable efforts to publicize the existence, location, and hours of operation of the Museum operated on the Premises.

11. **Annual Report:** The Historical Society shall provide the County with a written report by January 31 of each year of its operations and activities for the twelve (12) month period ending the previous December.

12. **Insurance:** The Historical Society shall carry Comprehensive General Liability Coverage of at least \$2,000,000 per occurrence for bodily injury and property damage coverage arising from the use and occupancy of the Premises by the Historical Society, its invitees, visitors, and guests. Of that amount, \$1,000,000 may be in the form of an excess or umbrella policy. Such policy shall cover the Premises and all other County facilities used at any time by the Historical Society, including without limitation all activities of third parties allowed to use the Premises and any other facilities by the Historical Society. King William County shall be named as Additional Insured with a 30 days' notice of cancellation clause included. The Historical Society shall furnish the County with a copy of the certificate(s) of insurance for each type of insurance required under this paragraph within thirty (30) days after the commencement of the term, and annually thereafter. The Historical Society shall require any entities to which it grants use of any portion of the Premises to provide liability and property damage insurance coverage for such entity's activities in the same amounts as required of the Tenant hereunder and naming the County as an Additional Insured under such policies.

13. **Liability:** The Historical Society shall save and hold the County, its officers, employees, agents, and assigns harmless from and against any claims, suits, actions, causes of action, and damages related to or in any way the result of the Historical Society's lease of the Premises, its operations thereon or on any real property of the County, and the Historical Society shall indemnify the County for any attorney's fees, Court costs, settlement costs, damages, and all other costs and expenses incurred by the County as a result of any such claims, suits, actions, causes of action, or damages related to or in any way the result of the Historical Society's lease of the Premises, its operations thereon or on any real property of the County, unless such claim or litigation is the direct result of gross negligence by the County.
14. **Repairs to Building:** The County shall have the right to enter the Premises at any time, with or without notice to the Historical Society, to perform routine inspections and repairs. No repairs or physical changes to the Premises (other than the installation of the Tenant's personal property) shall be made without the prior written consent of the County.
15. **Procurement:** All purchases and acquisitions of labor, equipment, materials, furnishings, and consultants by the Historical Society that utilize public funds shall comply with the Virginia Public Procurement Act. The Historical Society shall not be required to follow public procurement procedures for purchases and acquisitions that are totally paid for with Historical Society or other non-public funds.
16. **Ownership of Personal Property:** Upon termination of this Lease Agreement, the Historical Society shall retain ownership of all furniture, equipment, displays, and other items located on, but not affixed to, the Premises that are acquired with Historical Society or other non-public funds. The County shall retain ownership of those items acquired with County funds unless expressly conveyed to the Historical Society by the County. All fixtures shall remain a part of the Premises and be owned by the County unless the County consents in writing to their removal in advance of such removal.
17. **Off-Street Parking:** Members, guests, and vendors of the Historical Society and visitors to the Premises may utilize any County-owned, off-street parking space or lot

when visiting the Premises, except where such space or lots is expressly reserved by the County for other use(s). Such use shall at all times be subject to County control, rules and regulations and may be terminated at any time. Any such parking lots or spaces may be discontinued and put to other use by the County or conveyed by the County at any time and the Tenant shall have no claim for damages due to a loss of use of such spaces or lots. No specific parking spaces or area shall be reserved by the County for the Premises or for Historical Society use. The County shall not be liable for damaged or stolen motor vehicles or contents therein.

18. **Keys:** The County shall provide the Historical Society with sets of keys to the facilities. The Historical Society shall be responsible for the use and safekeeping of all keys in its custody and shall pay for any rekeying or replacement of locks made necessary due to a loss of any keys.
19. **Termination of Agreement:** This Lease Agreement may be terminated during the initial or any renewal term, with or without cause, upon one-year's written notice by either party, or at the end of any lease term with four months written notice by either party. Should either party breach any of the terms and conditions of this Lease Agreement and, after written notice from the non-breaching party, fail to correct such breach or take steps satisfactory to the non-breaching party to remedy such breach, within 45 days of receipt of written notice, this lease shall be terminated and the Historical Society shall vacate the premises immediately.
20. **Forum Selection:** The parties hereby submit to the personal jurisdiction and venue of any state or federal court located within the Commonwealth of Virginia for resolution of any and all claims, causes of action or disputes arising out of or related to this Lease Agreement. The parties further agree that any claims, causes of action or disputes arising out of, relating to or concerning this Lease Agreement shall have jurisdiction and venue in the Circuit Court of King William County, and shall be brought only in such Court.
21. **Non-Assignment of Agreement:** This Lease Agreement may not be assigned by the Historical Society in whole or in part to another party except upon the prior written

consent of the County. This Lease Agreement replaces all prior lease agreements between the parties regarding these premises or any portion thereof.

22. Entire Agreement: This Lease Agreement contains the full and final agreement between the parties hereto with respect to the lease of the Premises. Neither party shall be bound by any terms, conditions, statements, warranties, or representations, oral or written, not contained herein. No change or modification of this Lease Agreement shall be valid unless the same is in writing and is signed by the parties hereto. No waiver of any of the provisions of this Lease Agreement shall be valid unless the same is in writing and is signed by the party against which it is sought to be enforced.

23. Severability of Agreement: The provisions of the Lease Agreement are severable. The invalidity of any provision shall not affect the validity of any other provision contained within the Lease Agreement.

24. Environmental Provisions:

a. Definition of Hazardous Materials. Any flammable, explosives, radioactive materials, asbestos containing materials, petroleum products, the group of organic compounds known as polychlorinated biphenyls and other hazard wastes, toxic substances, or related materials, including without limitation, substances described as hazardous substances, hazardous materials, toxic substances, or solid waste in CERCLA, the Hazardous Materials Transportation Act and RCRA, as each of the foregoing may be amended from time to time.

b. Compliance with Environmental Laws. Tenant shall comply in all respects with the applicable laws, statutes, ordinances, permits, orders, decrees, guidelines, rules, regulations and orders pertaining to health or the environment (the "Applicable Environmental Laws"), including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") and the Resource Conservation and Recovery Act ("RCRA"), as each of the foregoing may be amended from time to time. Tenant does hereby, for itself and its legal representatives, successors and assigns, agrees to pay any damages, costs and

expenses, reasonable attorney fees and judgments proximately caused by (a) the breach of any of the agreements of Tenant under this Section, or (b) the handling, installation, storage, use, generation, treatment or disposal of Hazardous Materials by Tenant, its employees or agents, including any cleanup, remediation, removal or restoration work required by the Applicable Environmental Laws.

c. Notice of Lead Based Paint. Tenant is hereby informed and does acknowledge that all buildings on the Premises, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women.

d. Notice of Asbestos. Tenant is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos-containing materials ("ACM") may exist on the Premises. Tenant covenants and agrees that its use and occupancy of the Premises will be in compliance with all applicable laws relating to asbestos and ACM.

e. Survival. The covenants and agreements of Tenant under this section shall survive the expiration or termination of this Lease.

25. Counterpart Originals: This Lease Agreement may be executed in one or more original counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument.

26. Notices: All notices, demands, or other communications that may be necessary or given hereunder shall be in writing and shall be deemed to be delivered: (i) the same day if delivered by hand, (ii) one (1) business day following deposit with a nationally recognized overnight courier service (costs prepaid), or (iii) five (5) business days after being deposited with the U.S. Postal Service, postage prepaid as registered or certified mail, return receipt requested. Notices shall be addressed as follows:

TO LESSOR: King William County Board of Supervisors
c/o Mr. Percy Ashcraft, County Administrator
180 Horse Landing Road #4
King William, VA 23086; with a copy to:

Andrew McRoberts, Esquire
Sands Anderson P.C.
1111 East Main Street, Suite 2300
P.O. Box 1998
Richmond, VA 23218-1998

TO LESSEE: King William County Historical Society, Inc
227 Horse Landing Road
PO Box 233
King William, VA 23086

WITNESS the following signatures and seals as of the date first written above.

KING WILLIAM COUNTY

By: _____
Percy C. Ashcraft, County Administrator

Approved as to form:

County Attorney

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF KING WILLIAM; to-wit

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Percy Ashcraft as the County Administrator of King William County on its behalf.

By: _____

Christine H. Branch, Notary Public

My Commission Expires: 03/23/2023

My Identification No.: 7108450

**KING WILLIAM COUNTY HISTORICAL
SOCIETY, INC.**

By: _____

Sally Pearson, President

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF KING WILLIAM; to-wit

The foregoing instrument was acknowledged before me this ____ day of _____,
2022, by Sally Pearson as the President of the King William County Historical Society,
Inc. on its behalf.

By: _____

Christine H. Branch, Notary Public

My Commission Expires: 03/23/2023

My Identification No.: 7108450

AGENDA ITEM 4.f.

Proposed Process for Amending King William County Code §10-69 (b), Dogs Running at Large, to Include Additional Subdivisions in the Year-Round Dog Leash Law - Percy C. Ashcraft, County Administrator



Percy C. Ashcraft
County Administrator

William L. Hodges, First District
Travis J. Moskalski, Second District
Stephen K. Greenwood, Third District
C. Stewart Garber, Jr., Fourth District
Edwin H. Moren, Jr., Fifth District

MEMORANDUM

DATE: June 13, 2022
TO: King William County Board of Supervisors
FROM: Percy C. Ashcraft, County Administrator
SUBJECT: Adding Subdivisions to King William County Code Section 10-69 (b) – Dogs running at large

REQUEST FOR ACTION

- Staff requests the Board establish a written procedure for adding subdivisions to the current County Code and adopt it via resolution at a future meeting once complete.

BACKGROUND

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

Expenses are incurred by the County to amend the County Code including advertising the Public Hearing in the newspaper of record (approx. \$200/week), legal review of the proposed ordinance (\$335/hr.), and update to the County's online code through Municode (approx. \$20/page) plus staff cost for research and preparation.

SUMMARY

The last subdivision added to the ordinance was Indian Fields in 2009. The follow excerpt was found in the minutes of the August 25, 2008 Board of Supervisors meeting:

RE: PUBLIC COMMENT PERIOD – SPEAKERS: ONE OPPORTUNITY OF 3 MINUTES PER INDIVIDUAL OR 5 MINUTES PER GROUP ON NON-PUBLIC HEARING MATTERS: Mike Dean of 111 Indian Fields in Indian Fields Subdivision addressed the Board on behalf of the Subdivision Homeowner's Association, asking that the Indian Fields Subdivision be included in the King William County Leash Law. He presented a petition bearing the signatures of the residents of the Indian Fields Subdivision asking for this inclusion. By general consensus, the Board determined that the matter to authorize a public hearing on adding Indian Fields Subdivision to the County's Leash Law should be placed on the Board's September, 2008 meeting agenda, for the conduct of a public hearing at its October, 2008 meeting.

No further reference to this process could be found.

ATTACHMENTS

- Proposed process for adding subdivisions to County Code

180 Horse Landing Road #4 • King William, VA 23086
(804) 769-4926 • pashcraft@kingwilliamcounty.us
kingwilliamcounty.us

RESOLUTION 22-XX

**ESTABLISHING A PROCESS FOR THE ADDITION OF SUBDIVISIONS TO KING WILLIAM
COUNTY CODE SEC. 10-69. - DOGS RUNNING AT LARGE**

WHEREAS, King William County Code Section 10-69 (b) – Dogs running at large, states “It shall be unlawful for the owner or custodian of any dog to permit the dog to go upon any public street, sidewalk, or right-of-way or upon the property of another within the hereafter described areas of the county, unless it is kept secured by a leash or lead or other means of restraint not harmful or injurious to the dog, and under the control of a responsible person capable of physically restraining the dog” and then lists such subdivisions by name, plat book number, and plat book page to which the Code applies; and

WHEREAS, the King William County Board of Supervisors wishes to establish a process by which citizens may request the Board to consider adding the Subdivision in which such citizens reside to such list; and

WHEREAS, the King William County Board of Supervisors recognizes that such additions to the County Code incur expense and desire transparent and fiscally responsible use of public funds;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of King William County, Virginia that the process by which citizens may request the Board to consider adding the Subdivision in which such citizens reside by amending King William County Code Section 10-69 (b) shall begin and proceed as follows:

1. Citizens obtain the signatures of ___%/certain number? of residents of a particular Subdivision, identifiable by plat book number, and plat book page of survey on record in the clerk’s office of the county circuit court.

Proposed for Adoption by King William County Board of Supervisors

Adoption Date to be Determined

- 24 2. Citizens present such petition to the Board of Supervisors during a Public Comment
25 period at a regular meeting/perhaps one meeting per year identified by date? of the
26 Board, or by submitting the petition and their contact information to the Office of the
27 County Administrator [by a certain date if limited to once per year].
- 28 3. The Board, by general consensus, authorizes staff to advertise a Public Hearing for
29 the addition of the Subdivision to King William County Code Section 10-69 (b) for one
30 week/two weeks? in the County's newspaper of record, website, social media outlets,
31 and the doors of the County Administration Building, such that notice is provided at
32 least five business days prior to the date of the Public Hearing, and to research and
33 prepare the necessary ordinance change.
- 34 4. The Public Hearing is held on the date advertised, or as soon thereafter as the public
35 may be heard, and members of the public are given one opportunity of three minutes
36 for an individual or five minutes for a group to speak in favor of or against the addition
37 of the Subdivision to King William County Code Section 10-69 (b).
- 38 5. Following the closing of the Public Hearing/or perhaps at the next meeting of the
39 Board?, the Board of Supervisors will, by motion, second, and viva voce vote of the
40 majority of the supervisors voting, approve or deny the addition of the Subdivision to
41 King William County Code Section 10-69 (b).
- 42 6. Staff will cause the online County Code to be updated to reflect any approved
43 additions.

44 **DONE** this XX day of XX, 2022.

AGENDA ITEM 4.g.

County Signage - Percy C. Ashcraft, County Administrator [\(Attachment Updated\)](#)



County Signage Options

June 13, 2022
Board of Supervisors
Work Session

COUNTY OF KING WILLIAM, VIRGINIA

1

Signage to be placed at the entrances to the County on Routes 360 and 30.

Melissa Anderson, Option I



Price Estimate: \$3,000-\$3,500 per sign for four (4) 4x6 or 5x6 aluminum signs w/aluminum posts; includes installation (Fine Signs) - \$14,000

2

Signage to be placed at the entrances to the County on Routes 360 and 30.

Dave Tench Signs, Option 2



Price Estimate:
 \$2,858 per sign for four (4)
 4x6 aluminum signs
 w/aluminum posts, includes
 installation - \$11,432

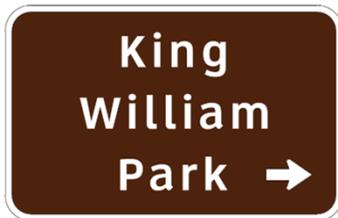
3

3

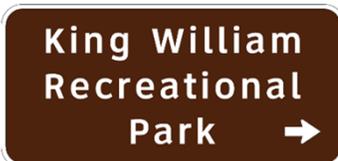
Signage to be placed east and west on Route 360.

Directional Signing Program (VDOT Contractor)

DSP marks, clears with VDOT, and
installs in VDOT right of way.



5.5' X 3.5' SINGLE POST STRUCTURE
 PRICE ESTIMATE COST \$3,000 PER SIGN
 PLUS \$250.00 APPLICATION FEE PER SIGN



7' X 3.5'
 PRICE ESTIMATE COST \$4,000 PER SIGN
 PLUS \$250.00 APPLICATION FEE PER SIGN

4

4

Signage to be placed at corner of Horse Landing & Courthouse Roads.

Justin Spurlock Designs



Price Estimate:
Includes installation - \$2,023

5

5

Signage to be placed at corner of Horse Landing & Courthouse Roads.

Digital Designs



Price Estimate:
4'x6' Directory sign – wood,
Includes installation on
existing post

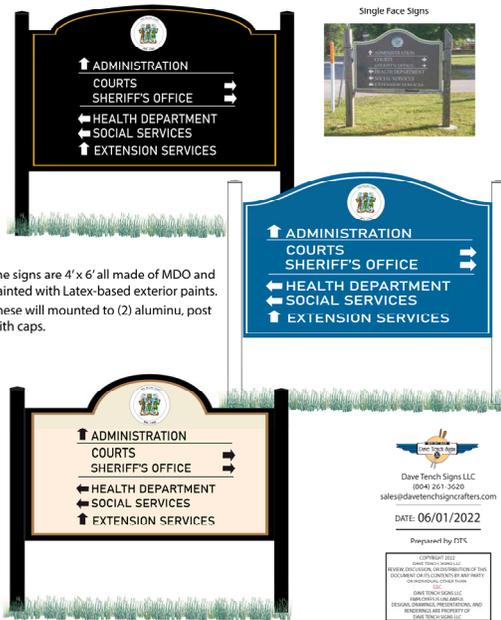
Front: \$750.00
Back: \$332.50
 Total: \$1,082.00

6

6

Signage to be placed at corner of Horse Landing & Courthouse Roads.

Dave Tench Signs



Price Estimate:
4x6 MDO – Single Face,
includes installation - \$2,525

4x6 MDO – Double Face,
includes installation - \$2,675

AGENDA ITEM 4.j.

DSS Personnel Discussion - Percy C. Ashcraft, County Administrator **(Attachment Added)**



Nita F. McInteer
Human Resources Manager

William L. Hodges, First District
Travis J. Moskalski, Second District
Stephen K. Greenwood, Third District
C. Stewart Garber, Jr., Fourth District
Edwin H. Moren, Jr., Fifth District

MEMORANDUM

DATE: June 8, 2022
TO: King William County Board of Supervisors
FROM: Nita F. McInteer, Human Resources Manager
SUBJECT: Department of Social Services Human Resource Policies

REQUEST FOR ACTION

- Please see below for my recommendation of the policies we should continue to follow as per the Virginia Local Department of Social Services (VLDSS) Human Resources Manual. Any state policies we would like to deviate from to follow the King William County Employee Policies and Procedures Manual will require the State Social Services Board to approve the deviation. Please provide your approval/denial of my recommendations outlined below.

SUMMARY

RECOMMENDED TO FOLLOW VLDSS POLICIES

- Performance Evaluation – I recommend we do not deviate from the VLDSS policy and continue to follow their evaluation process and use of their current evaluation forms. The forms are very specific based on the position and the state guidelines provide specific actions to take based on scores if improvement is needed. The current policy also specifies percentage for increase based on score. The County policy is not as detailed as of yet.
- Standards of Conduct – The recommendation is to continue to follow the VLDSS policy on Standards of Conduct. The County's policy is very similar, and the expectations are the same. There are no substantial differences.
- Leave – The recommendation is to continue following the VLDSS leave policies. The employees are familiar with these policies and comfortable with them.
The County offers the same number of sick leave hours (96 annually) to all employees, regardless of their retirement plan (Plan 1 & 2 or Hybrid). The County's sick leave rolls over annually and has no accrual limit. VLDSS provides 64 hours of sick leave and 32 hours of personal leave for Hybrid retirement plan employees in January each year. Those hours do not roll over each year. VLDSS provides 10 hours of sick leave per month for their Plan 1 & Plan 2 retirement plan employees. This rolls over annually with no limit. Annual leave for VLDSS employees and County employees are the same regardless of retirement plan.

This leave structure is the most sensitive topic among current DSS employees. To maintain employee morale, I recommend we continue with their current structure.

- Classification and Compensation– The recommendation is to follow the state VLDSS classification and compensation plan. The state's established plan accounts for the roles and responsibilities of those positions in Social Services which are very specific to their department. It would be most equitable for VLDSS to maintain the Class and Comp plan, so it remains competitive with the rest of the state and accurate in the positions held by DSS employees in other localities.
- Affirmative Action - The recommendation is to continue to follow the VLDSS policy on Affirmative Action. The County's policy is very similar, and the expectations are the same. There are no substantial differences.
- Probationary Period - The recommendation is to continue to follow the VLDSS policy on Probationary Period. The County's policy is very similar, and the expectations are the same. There are no substantial differences.
- Political Activity – The recommendation is to continue to follow the VLDSS policy on Political Activity. While the County policy is very similar, the VLDSS policy is more specific and stricter. The VLDSS policy would better apply to those employees determining citizen benefits and payments.

RECOMMENDED TO FOLLOW COUNTY POLICY:

- Holiday Schedule – The County currently observes the same holidays as the state. I recommend we request deviation from the state schedule to allow the DSS employees to receive any additional holiday time the County may choose to provide to its employees, should that situation ever occur. I do not foresee an instance when the County would not observe state holidays but do think it possible the County could provide more time, should it choose, than the state allocates.
- Inclement Weather – The recommendation is to deviate from the VLDSS policy. Weather conditions may be very different in the state. Deviation from the state policy to follow the County's policy allows the DSS employees to be protected when the weather locally is different than it may be in Richmond or other areas of the state.
- Grievance Procedure – The recommendation is to deviate from the VLDSS policy and follow the County's grievance procedure. The DSS employees are County employees who will now report to a director who reports to the County Administrator. It is in the best interest of the employee to have the same grievance procedure as another County employee which can go through the County Administrator to resolve.

COUNTY PRACTICES:

- Local DSS Office Practices – There is not an official written record of King William Department of Social Services Office policies separate from the state policies. At this time, we recommend any local office practices (not official policy) followed in the County Administrative Offices be applied to the Department of Social Services as well. Office practices including, but not limited to, teleworking protocols and casual business attire on Fridays

AGENDA ITEM 4.k.

Library Discussion - Percy C. Ashcraft, County Administrator

From: Shepley, Tom <tshepley@pamunkeylibrary.org>
Sent: Thursday, June 9, 2022 5:50 PM
To: Percy C. Ashcraft <pashcraft@kingwilliamcounty.us>
Cc: 'amax3000@gmail.com' <amax3000@gmail.com>; John Edwards <jedwards@west-point.va.us>
Subject: External: Impact of library funding

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.

Dear Mr. Ashcraft,

I am writing to update you about the hours of service for the Upper King William and West Point branch libraries. As you know, in response to the Pamunkey Regional Library's budget request for FY2023 funding, King William County provided no increase in funding to the library.

At the Library Board of Trustee's May meeting, the board approved its FY2023 budget which includes implementing a new compensation plan for library employees. The Library Board recognizes King William's concern with the size of the increase that was requested. However, the Library Board recognized what is happening with the Virginia minimum wage and more importantly, the actual job market.

For FY2023, hours of operation for both King William branches will be reduced from 52 to 16 hours per week, with the following schedule:

| Day | Upper King William | West Point |
|-----------|--------------------|--------------|
| Monday | 4-8 pm | 4-8 pm |
| Tuesday | 4-8 pm | Closed |
| Wednesday | 10 am – 2 pm | 4-8 pm |
| Thursday | Closed | 10 am – 2 pm |
| Friday | 10 am – 2 pm | Closed |
| Saturday | Closed | 10 am – 2 pm |
| Sunday | Closed | Closed |

The reduction in hours is greater than the 50% number mentioned previously, which accounted only for staffing costs at the branches. Other operating costs like rent and utilities have to be paid first, no matter how many hours the branch is open. Hopefully this reduction in hours will not get worse, but it could if the ten part-time library employees file for unemployment, which they likely are eligible to do.

Goochland, Hanover and King and Queen counties all provided substantial increases in funding to the library.

The library will notify customers of the change in schedule soon by posting signage in the branches, on the library website, and via email similarly to how we sent them information about the county's proposed budget. I am attaching that message to this email.

Please let me know if you have questions.

Sincerely,

Tom Shepley, Director
Pamunkey Regional Library

Pamunkey Regional
LIBRARY

Reduced Library Hours

Dear King William Pamunkey Regional Library (PRL) Cardholder,

Earlier this year, we let our King William library customers know that the King William County Administrator's proposed FY2023 budget did not include increased funding for the library.

To those of you that contacted your County Administrator or Supervisor in support of library funding, we thank you for your support.

The reduction in hours for the Upper King William and West Point Library Branches is greater than expected, and the library will be able to open the branches a total of 16 hours per week.

As of July 5, 2022, the new schedule for the branches will be:

| Day | Upper King William | West Point |
|-----------|--------------------|--------------|
| Monday | 4-8 pm | 4-8 pm |
| Tuesday | 4-8 pm | Closed |
| Wednesday | 10 am – 2 pm | 4-8 pm |
| Thursday | Closed | 10 am – 2 pm |
| Friday | 10 am – 2 pm | Closed |
| Saturday | Closed | 10 am – 2 pm |
| Sunday | Closed | Closed |

King William approved their FY2023 budget without any increase to the Pamunkey Regional Library. FY2023 will be the third year in a row that library funding has remained at \$444,597.

Goochland, Hanover and King and Queen counties substantially increased their funding to the library.

For FY2023, the library requested additional funding of \$148,571 from King William County to:

- Increase pay for library employees
- Pay for hotspots
- Increase funding for the collection

During the course of the budget process, the library met with representatives from King William County numerous times. The library lowered its request as it became clear that there would be no increased funding for library materials. This change decreased the library's request by \$18,744 to \$574,424.

What can you do to help keep your branches open? Speak to the County Administrator or your member of the King William Board of Supervisors on behalf of library services and funding.

Questions? Please contact Tom Shepley, Director, Pamunkey Regional Library, 804-365-6211, ext. 1313

AGENDA ITEM 6.a.

Motion to Convene Closed Meeting In accordance with Section 2.2-3711 (A)(1) of the Code of Virginia to consider a personnel matter involving the performance of a specific public employee(s) and regarding the appointment of individuals to Boards and Commissions. *(PC, BZA, EDA, RC)*

CLOSED MEETING MOTIONS

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

✗ 1. appointment of individuals to Boards and Commissions.

2. interview of a prospective candidate for employment.

(and the)

3. Employment

6. Promotion

9. Salary

4. Assignment

✗ 7. Performance

10. Discipline

5. Appointment

8. Demotion

11. Resignation

of a specific public officer / appointee / employee.

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

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

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

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

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

PROSPECTIVE BUSINESS OR INDUSTRY OR EXPANSIONS OF EXISTING BUSINESS OR INDUSTRY – In accordance with Section 2.2-3711 (A)(5) of the Code of Virginia, I move that the Board of Supervisors convene in Closed Meeting to discuss a prospective business or industry or expansion of an existing business or industry where no previous announcement has been made.

INVESTING OF PUBLIC FUNDS – In accordance with Section 2.2-3711 (A)(6) of the Code of Virginia, I move that the Board of Supervisors convene in Closed Meeting to discuss the investing of public funds where competition or bargaining is involved and where discussion in open session would adversely affect the financial interest of the County.

AGENDA ITEM 6.c.

Certification of Closed Meeting

CERTIFICATION OF CLOSED MEETING

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the King William County Board of Supervisors on this _____ day of _____, 2021, hereby certifies that, to the best of each member's knowledge:

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

[ROLL CALL VOTE]