

Agenda
Board of Supervisors
Isle of Wight County
December 9, 2021

1. Call to Order (5:00 P.M.)
2. Approval of Agenda
3. Wreath Hanging / Christmas Tree Lighting Ceremony
4. Closed Meeting
5. Reconvene Open Meeting at 6:00 P.M.
6. Invocation – Supervisor Jefferson
7. Citizens' Comments
8. Consent Agenda
 - A. Re-Appropriation of School Funds
Resolution to Re-appropriate Funds from the FY 2021 General Fund Fund Balance to the FY 2022 General Fund for School Encumbrances (\$666,817)
 - B. Employment Agreement – County Administrator
Authorize Execution of an Employment Agreement
 - C. Litter Grant
Resolution to Amend the FY2021-22 Operating Budget and Appropriate Funding for a Virginia Department of Environmental Quality Litter Prevention & Recycling Grant (\$12,519)
 - D. Minutes
 - . October 7, 2021 Work Session Minutes
 - . October 21, 2021 Regular Meeting Minutes

9. Regional and Inter-Governmental Reports

A. Regional Reports

10. Appointments

A. Appointments List

11. Special Presentations / Appearances

A. COVID-19 Vaccine Update

Staff Update on COVID-19 Vaccine Rollout in Western Tidewater

12. County Attorney's Report

A. By-Laws and Rules of Procedure

Review of Isle of Wight County Board of Supervisors' By-Laws and Rules of Procedure

B. Board of Supervisors' Meeting Schedule

Consideration of the Board of Supervisors' Meeting Schedule for Calendar Year 2022

13. Public Hearings

A. Lease of Old Clerk's Office

Consideration of a Lease of County owned Property Located within the Old Circuit Court Clerk's Office

B. Lease of Property for Agricultural Purposes

Consideration of Lease of County Owned Land Located on Great Springs Road

14. County Administrator's Report

A. Hardy Water Tank Bids

Staff Update on Hardy Water Tank Bids

B. Municipal Utility Assistance

State and Local Fiscal Recovery Funds (SLFRF) through the American Recovery Plan Act (ARPA)

C. Matters for the Board's Information

15. Unfinished / Old Business

A. Proposed Redistricting Map

Consideration of Adoption of the Proposed Redistricting Map

B. Capital Project Financing Options

Discussion of Options for Financing Capital Projects

C. Board of Supervisors' Retreat

Discussion of Holding a Strategic Planning Retreat/Tour

16. New Business

A. Benns Grant Apartments Proposed Proffer Amendment

Application of Benn's Grant Apartment Homes, LLC, Applicant and Owner, to Amend the Proffered Conditions for the Property Located at 15150 Benns Church Boulevard (Route 10), also Known as the Benn's Grant Apartment Parcel

17. Adjournment

ISSUE:

Resolution to Re-appropriate Funds from the FY 2021 General Fund Fund Balance to the FY 2022 General Fund for School Encumbrances (\$666,817)

BACKGROUND:

At June 30, 2021, the Schools had \$666,817 in open encumbrances and is requesting the re-appropriation of funds to complete the purchases. Delays in manufacturing and delivery prevented the Schools from closing out previously encumbered purchases. The majority of the outstanding open purchases are due to the following:

School Buses

Modular building to replace the transportation office building

Chiller replacement at Smithfield Middle School

Lighting replacement at Smithfield High School auditorium

BUDGETARY IMPACT:

Adoption of a resolution will increase the FY 2022 General Fund budget by \$666,817 for previously encumbered School expenditures.

RECOMMENDATION:

Adopt a resolution to amend the budget.

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution	12/7/2021
Open Purchase Orders	Backup Material	12/7/2021

**RESOLUTION TO AMEND THE FY 2021-2022 GENERAL FUND
OPERATING BUDGET AND RE-APPROPRIATE THE UNSPENT
FY 2021 SCHOOL OPERATING FUNDS**

WHEREAS, Isle of Wight County Public Schools ended FY2020-21 with several open purchase orders due to delays in the manufacturing and delivery of needed vehicles and equipment; and,

WHEREAS, encumbered, but unexpended funding in the amount of \$666,817 from FY2020-21 needs to be budgeted and reappropriated to the appropriate functional categories in the Schools FY2021-22 Operating Budget and the County General Fund Budget to close out open purchase orders.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Isle of Wight County, Virginia, that the FY 2021-2022 County and Schools budget is hereby amended and unexpended funds reappropriated in the amount of \$666,817 to the Schools Operating Budget across the following functional categories:

Instructional Services:	\$150,882
Pupil Transportation:	\$292,588
Operations and Maintenance:	\$223,347

BE IT FURTHER RESOLVED that the County Administrator of Isle of Wight County, Virginia is authorized to make the appropriate accounting adjustments and to do all things necessary to give this resolution effect.

Adopted this 9th day of December 2021.

Richard L. Grice, Chairman

Carey Mills Storm, Clerk

Approved as to Form:

Robert W. Jones Jr., County Attorney

Isle of Wight COUNTY SCHOOLS



12/01/2021 16:04
skepnes

ISLE OF WIGHT COUNTY SCHOOLS
OPEN PURCHASE ORDERS BY ACCOUNT
GROUPED BY FUND

P
poreport 1

DATE RANGE: 07/01/2020 TO 06/30/2021 CURRENT YEAR POS'

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Line Description
DETAILS FOR ACCOUNT:			100 -000-932-61-0000-295-53-00000-58202-0-	Cap Additions:	Vehicles		
20212225	001	105563	BLUE BIRD BUS SALES OF PITTSB	05/21/21	66,886.00	66,886.00	MICRO BIRD BY GIRARDIN SCHOOL BUS
20212225	002	105563	BLUE BIRD BUS SALES OF PITTSB	05/21/21	350.00	350.00	BACK-UP CAMERA
					67,236.00	67,236.00	
TOTALS FOR FUND: 100 School General Fund					67,236.00	67,236.00	
TOTALS FOR Dept/Loc: 932					67,236.00	67,236.00	

Isle of Wight COUNTY SCHOOLS



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ISLE OF WIGHT COUNTY SCHOOLS
OPEN PURCHASE ORDERS BY ACCOUNT
GROUPED BY FUND

P
poreport 2

DATE RANGE: 07/01/2020 TO 06/30/2021 CURRENT YEAR POS'

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 100 -100-940-63-6340-000-53-00000-58200-0-				Capital Outlay	Additions		
20212129	001	106479	VANGUARD MODULAR BUILDING SYS	05/06/21	289,688.00	289,688.00	DEMOLITION AND NEW CONSTRUCTION A
20212223	003	105563	BLUE BIRD BUS SALES OF PITTSB	05/21/21	19,230.00	1,500.00	EVA STATE CONTRACT FEE
20212223	004	105563	BLUE BIRD BUS SALES OF PITTSB	05/21/21	1,400.00	1,400.00	TRANSACTION FEE PER BUS
					310,318.00	292,588.00	
TOTALS FOR FUND: 100 School General Fund					310,318.00	292,588.00	
TOTALS FOR Dept/Loc: 940					310,318.00	292,588.00	

Isle of Wight COUNTY SCHOOLS



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ISLE OF WIGHT COUNTY SCHOOLS OPEN PURCHASE ORDERS BY ACCOUNT GROUPED BY FUND

P
poreport 3

DATE RANGE: 07/01/2020 TO 06/30/2021 CURRENT YEAR Pos'

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 20211989	001	105373	100 -100-214-61-6132-100-53-00000-58100-0- SUFFOLK AUDIO SERVICES, LLC	04/20/21	Capital Outlay 19,959.37	Replacement 8,256.54	WSES Auditorium Renovations - Aud
					19,959.37	8,256.54	
DETAILS FOR ACCOUNT: 20212242	001	103292	100 -100-308-61-6110-500-51-00000-58100-0- SOUTHEAST SERVICE CORPORATION	05/26/21	Capital Outlay 75,390.00	Replacement 75,390.00	DAVID R. HALL INC - ELECTRICAL CO
					75,390.00	75,390.00	
DETAILS FOR ACCOUNT: 20212134	001	103292	100 -100-950-64-6422-000-53-00000-53082-5- SOUTHEAST SERVICE CORPORATION	05/06/21	Contracts: Contracted Services 32,935.35		New Epoxy Flooring at SHS Cafeter
20212138	001	105961	MID-ATLANTIC INSTALLERS INC	05/06/21	9,016.13	9,016.13	Annex - Remove existing wireless
20212140	001	100009	SIMPLIFIED COMMUNICATIONS LLC	05/11/21	1,940.95	1,940.95	CTE Patient Care Technician Class
20212155	001	100009	SIMPLIFIED COMMUNICATIONS LLC	05/14/21	11,170.16	11,170.16	Network Cabling at Annex. Suppor
20212254	001	103292	SOUTHEAST SERVICE CORPORATION	05/28/21	156,975.00	156,975.00	SMS CHILLER RENEWAL. Support Doc
					212,037.59	212,037.59	
DETAILS FOR ACCOUNT: 20212333	001	106300	100 -100-950-64-6422-000-53-00000-58204-0- NEW DAY OFFICE PRODUCTS AND F	06/30/21	Cap Additions: Furniture 11,309.17		SHS Office Renovations - Receptio
					11,309.17	11,309.17	
TOTALS FOR FUND:	100	School General Fund			318,696.13	306,993.30	
TOTALS FOR Dept/Loc:	950				318,696.13	306,993.30	

Isle of Wight COUNTY SCHOOLS



12/01/2021 16:04
skepnes

ISLE OF WIGHT COUNTY SCHOOLS
OPEN PURCHASE ORDERS BY ACCOUNT
GROUPED BY FUND

P 4
poreport

DATE RANGE: 07/01/2020 TO 06/30/2021 CURRENT YEAR POS'

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
Grand Totals:					696,250.13	666,817.30	

** END OF REPORT - Generated by Steven Kepnes **

ISSUE:

Authorize Execution of an Employment Agreement

BACKGROUND:

The employment agreement for the County Administrator needs to be approved and executed by the Board.

BUDGETARY IMPACT:

None.

RECOMMENDATION:

Authorize execution of the employment agreement.

ATTACHMENTS:

Description	Type	Upload Date
Employment Agreement	Agreement	11/30/2021

EMPLOYMENT AGREEMENT

This Agreement is made and entered into this 9th day of December 2021 between the Board of Supervisors of Isle of Wight County, Virginia (the "Board") and Randy Keaton (the "County Administrator") and sets forth the terms and conditions of his employment by the Board as County Administrator for the County of Isle of Wight, Virginia (the "County").

WITNESSETH

WHEREAS, the Board desires to employ the services of Randy Keaton as County Administrator of the County; and

WHEREAS, it is the desire of the Board to (1) secure and retain the services of the County Administrator and to provide inducement for him to remain in such employment and (2) to provide a just means for termination of the County Administrator's services at such time as he may be unable fully to discharge his duties or when the Board may desire to otherwise terminate his employ; and

WHEREAS, Randy Keaton desires to accept employment as the County Administrator for the County; and

WHEREAS, the parties wish to enter into an agreement setting forth the terms of such employment during such period; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Board and the County Administrator agree to the following terms and conditions of employment:

Section 1. Employment of and Duties of County Administrator

a. The Board hereby agrees to appoint Randy Keaton as County Administrator to serve as the chief administrative officer of the County as authorized pursuant to Section 15.2-1540 of the Code of Virginia (1950, as amended). Such appointment shall be deemed, for purposes of this agreement, his employment with Isle of Wight County, Virginia.

b. The County Administrator shall perform the functions and duties prescribed by Section 15.2-1541 of the Code of Virginia (1950, as amended). The County Administrator shall devote all necessary time, skill, labor, and attention to such duties as the chief administrative officer of the County.

c. The County Administrator shall have charge of the administration of the County government under the direction of the Board. The County Administrator shall fully and completely inform the Board of any and all information requested by the Board or any one of its individual members. The County Administrator shall be the chief executive for the Board; shall select, organize and assign all personnel, as best serves the County, subject to the policies of the Board and the laws of the Commonwealth of Virginia; shall oversee the business affairs of the County; shall from time to time suggest regulations, rules, and procedures deemed necessary for the well ordering of the County; and in general perform all duties incident to the office of County Administrator as prescribed by law and Board policy.

d. The County Administrator shall perform any other legally permissible duties or functions which the Board may see fit to assign at any time during the term of this Agreement consistent with the office of County Administrator.

Section 2. Commencement of Employment

The County Administrator shall commence his services in that position on September 1, 2016.

Section 3. Salary

The annual base salary of the County Administrator shall be One Hundred Eighty-four Thousand, One Hundred Three Dollars (\$184,103) effective January 1, 2022, to be paid in accordance with the standard policy of the Board governing payment of County employees. The Board shall hold an annual performance review of the County Administrator no later than September 15th each year. In addition, the Board agrees to contribute \$500 per pay period effective January 1, 2022 in the form of deferred compensation, which amount shall be paid into his selected deferred compensation account. The Board agrees to award the County Administrator a salary increase, if any, in the same amount and at the same time as awarded to County employees generally.

Section 4. Termination and Severance Pay

a. The County Administrator shall serve at the pleasure of the Board as an at will employee. The Board may terminate the County Administrator's employment at any time.

b. In the event the Board terminates the employment of the County Administrator for any reason other than as listed in paragraph (c) hereof, the County agrees to pay the County Administrator severance pay in the amount of six (6) months' salary at his then current rate of pay. Such payment shall be made in one payment within 30 days of the termination, subject to normal deductions. This shall be in addition to any accrued annual leave that he would be eligible to receive in accordance with County policy at the time of termination.

c. In the event the Board terminates the employment of the County Administrator for a breach of this agreement, conviction of a felony, crime of moral turpitude or dishonesty or malfeasance in office, the County Administrator shall not be entitled to the severance payments set forth under subparagraph (b) above.

Section 5. Resignation

The County Administrator may resign by giving written notice at least two (2) months prior to the effective date of said resignation to the Board. The County Administrator shall be entitled to receive all compensation payable under this Agreement to and including the effective date of said resignation, and leave accruals. The Board may, in its sole discretion, waive any or all of the two (2) month notice requirement.

Section 6. Hours of Work

The County Administrator is expected to observe office hours similar to those of other administration employees. It is recognized that the County Administrator will frequently be required to work beyond normal office hours for night or week-end meetings and related duties. In recognition of the fact that the County Administrator is expected to devote a significant amount of time outside of normal office hours to the business of the County, the County Administrator may, to the extent that his duties permit, take reasonable discretion in varying observance of office hours.

Section 7. Dues, Subscriptions and Professional Development

a. Dues and Subscriptions - The Board agrees to pay a reasonable amount for the professional dues and subscriptions of the County Administrator necessary for his continued and full participation in such associations and/or organizations as are necessary and desirable for his continued professional participation, growth, and advancement following approval by the Board of any estimated expenses the County Administrator proposes under this Section.

b. Professional Development - The Board also agrees to pay the travel and related expenses of the County Administrator for his professional development, professional training and education, and attendance at official and other functions for the Board and meetings of such other national, regional, state, and local groups, or committees thereof, on which the County Administrator serves as a member, following approval by the Board of any estimate of expenses the County Administrator proposes under this Section, such expenses to include registration fees, travel and subsistence expenses in accordance with Isle of Wight County travel policies.

c. The total available for the expenses set forth in this Section 7 shall be set annually by the Board in the operating budget based on and in consideration of the recommendation of the County Administrator and the expenses for dues and subscriptions and professional development in this Section are limited to such annual budgeted amount.

Section 8. Residency.

The County Administrator shall be required to obtain permanent residency in the County during his employment. The County Administrator shall have 18 months in order to find a suitable permanent residence within Isle of Wight County. For purposes of this Section, "permanent residency" shall have the same meaning as "domicile" as set forth in Section 58.1-302 of the Code of Virginia (1950, as amended).

Section 9. Outside Employment or Activities.

The County Administrator may, with prior approval of the Board, undertake consultative work, speaking engagements, writing, lecturing, or other professional activities for compensation so long as such activities do not interfere with the duties required under this Agreement.

Section 10. Leave; Insurance Coverage.

The County Administrator shall be entitled to all leave and insurance coverage as set forth in the Isle of Wight County Policy Manual.

Section 11. General Provisions.

a. The Board agrees to provide insurance or self-insurance coverage in matters relating to the County Administrator's official duties within the scope of employment, and legal counsel for the County Administrator as is provided to all employees generally in accordance with the Code of Virginia.

b. This Agreement is expressly subject to the laws of the Commonwealth of Virginia.

c. This Agreement constitutes the entire agreement between the Board and the County Administrator and may be amended only by written agreement executed by them. If any provision of this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of the Agreement shall be severable and shall remain in full force and effect.

d. Unless otherwise contained herein, all other Board and/or County policies shall apply to the County Administrator.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS, WHEREOF, the Isle of Wight County Board of Supervisors has caused this Agreement to be executed on its behalf by its chair in accordance with action authorizing such execution and the County Administrator has executed this Agreement, both in duplicate this date.

Executed this _____ day of _____, 2021.

ISLE OF WIGHT COUNTY BOARD
OF SUPERVISORS

ATTEST:

Clerk,

By: _____
Richard L. "Dick" Grice, Chairman
County Board of Supervisors

Randy Keaton
County Administrator

Approved as to form:

County Attorney

ISSUE:

Resolution to Amend the FY2021-22 Operating Budget and Appropriate Funding for a Virginia Department of Environmental Quality Litter Prevention & Recycling Grant (\$12,519)

BACKGROUND:

The Virginia Department of Environmental Quality (DEQ) provides funds for litter prevention and recycling grants to localities under a non-competitive grant program based on population and road miles. These grants have been awarded for local litter prevention and recycling program implementation, continuation, and/or expansion.

The County has been awarded \$12,519. This grant will provide continued funding for the County's Isle Be Green Litter Prevention and Recycling Program. Isle of Wight County matching funds are not required.

BUDGETARY IMPACT:

The grant award will increase revenues and expenses in the Grants Fund to support the County's litter prevention and recycling program.

RECOMMENDATION:

Adopt a resolution to accept and appropriate funding for the Virginia Litter Prevention and Recycling Grant.

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution	12/9/2021

**RESOLUTION TO AMEND THE FY 2021-2022 OPERATING
BUDGET AND APPROPRIATE FUNDING FOR
VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY
LITTER PREVENTION AND RECYCLING GRANT**

WHEREAS, the Board of Supervisors of the County of Isle of Wight, Virginia desires to accept funding from the Virginia Department of Environmental Quality Grant for Litter Prevention and Recycling; and,

WHEREAS, the Board of Supervisors needs to amend the FY 2021-2022 Grant Fund Budget in the amount of twelve thousand five hundred nineteen dollars (\$12,519) for State Grant funding for Public Works for Litter Prevention and Recycling; and,

WHEREAS, the Board of Supervisors needs to appropriate twelve thousand five hundred nineteen dollars (\$12,519) for Litter Prevention and Recycling.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Isle of Wight County, Virginia, that the FY 2021-2022 Grant Fund budget is hereby amended, and funds appropriated in the amount of twelve thousand five hundred nineteen dollars (\$12,519) for Litter Prevention and Recycling.

BE IT FURTHER RESOLVED that the County Administrator of Isle of Wight County, Virginia is authorized to make the appropriate accounting adjustments and to do all things necessary to give this resolution effect.

Adopted this 9th day of December 2021.

Richard L. Grice, Chairman

Carey Mills Storm, Clerk

Approved as to Form:

Robert W. Jones Jr., County Attorney

ISSUE:

- . October 7, 2021 Work Session Minutes
- . October 21, 2021 Regular Meeting Minutes

BACKGROUND:

The above-noted minutes are offered for review and adoption by the Board.

BUDGETARY IMPACT:

None

RECOMMENDATION:

Adopt the following sets of minutes:

- . October 7, 2021 Work Session Minutes
- . October 21, 2021 Regular Meeting Minutes

ATTACHMENTS:

Description	Type	Upload Date
October 7, 2021 Work Session Minutes	Cover Memo	12/2/2021
October 21, 2021 Regular Meeting Minutes	Cover Memo	12/8/2021

WORK SESSION OF THE ISLE OF WIGHT COUNTY BOARD OF SUPERVISORS HELD IN THE ROBERT C. CLAUD, SR. BOARD ROOM OF THE ISLE OF WIGHT COUNTY COURTHOUSE LOCATED AT 17090 MONUMENT CIRCLE, ISLE OF WIGHT, VIRGINIA ON THURSDAY, THE SEVENTH DAY OF OCTOBER IN THE YEAR TWO THOUSAND AND TWENTY-ONE

PRESENT:

Richard L. Grice, Smithfield District, Chairman
Don G. Rosie, II, Carrsville District, Vice-Chairman
Rudolph Jefferson, Hardy District
William M. McCarty, Newport District
Joel C. Acree, Windsor District

ALSO IN ATTENDANCE:

Robert W. Jones, Jr., County Attorney
Donald T. Robertson, Assistant County Administrator
Carey Mills Storm, Clerk

CALL TO ORDER

Chairman Grice called the work session to order at 6:00 p.m.

INVOCATION

Supervisor Rosie delivered the invocation and led the Pledge of Allegiance to the American Flag.

APPROVAL OF AGENDA

Supervisor McCarty moved that the agenda be amended to include under the County Administrator's report an item regarding direction to staff to investigate software for collaboration and sharing of information; an item regarding an emergency medical services incident that occurred at Route 460 and Four Square Road; and an item regarding consolidated billing utilizing the Hampton Roads Sanitation District.

The motion was adopted unanimously (5-0) with Supervisors Grice, Rosie, Acree, McCarty and Jefferson voting in favor and no Supervisors voting against the motion.

COUNTY ADMINISTRATOR'S REPORT

Michelle Clark, Director of Human Resources, reviewed actions taken at the special session of the General Assembly related to a one-time hazard pay bonus for sworn Sheriffs, Sheriffs' Deputies and regional Jail officers. She advised that the cost to cover the 55 sworn full-time positions who will receive a \$3,000 bonus is \$159,000 and the cost to cover the five part-time positions who will receive a \$1,500 bonus is \$7,500 for a total cost of \$166,500. She advised that funds in the amount of \$84,000 will be coming from the Compensation Board, leaving the County responsible for funding in the amount of \$82,500.

Assistant County Administrator Robertson was requested to return with the source of the funding at the Board's October 21, 2021 regular meeting.

Supervisor Acree recommended that all full-time uniformed personnel be included in this compensation.

//

Assistant County Administrator Robertson recalled that information has recently been sent out advising of the Riverside Health System Certificate of Public Need public hearing on October 11, 2021. He offered to send the link to those Board members who have advised they wish to participate virtually in the public hearing on October 13, 2021 at 11:00 a.m. at the Smithfield Center and the Isle of Wight Volunteer Rescue Squad facility.

//

Assistant County Administrator Robertson addressed the Board regarding potential dates and discussion items for its retreat. The Board agreed that Assistant County Administrator Robertson should return to the Board with potential dates in January for a Board retreat.

//

Assistant County Administrator Robertson was requested to investigate types of training programs available for utilization by Board-appointed taskforces/advisory committees/commissions that speaks to FOIA and parliamentary procedures.

//

Supervisor Acree offered to provide the name(s) of the minor individuals involved in an EMS incident on Route 460 and Four Square Road whose actions resulted in saving someone's life to the County Attorney for distribution to the Board for discussion on how to recognize them.

Don Jennings, Director of Utility Services, was requested to bring back information at a future work session on consolidated EMS billing/Hampton Roads Sanitation District.

CLOSED MEETING

The following matter was identified for discussion in closed meeting by County Attorney Jones: A discussion regarding the acquisition of real property for the public purposes of the extension of County water and/or sewer lines, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Board as well as consultation with legal counsel employed by the Board regarding the same requiring the provision of legal advice by such counsel, pursuant to subsections 3 and 8.

Upon motion of Supervisor McCarty and all voting in favor (5-0), the Board entered the closed meeting for the reasons stated by County Attorney Jones.

Upon motion of Supervisor Acree and all voting in favor (5-0), the Board reconvened into open meeting.

County Attorney Jones reminded the Board that in accordance with Section 2-10(G) of the Board's Rules & Procedure, all those who participated in the closed meeting are reminded that all matters discussed in closed meeting are to remain confidential, as provided under the Virginia Freedom of Information Act, and that such matters as

were discussed in closed meeting should not be acted upon or discussed in public by any participant unless and until a public, formal action of the Board of Supervisors is taken on that particular subject matter.

Upon motion of Supervisor Jefferson and all voting in favor (5-0), the following Resolution was adopted:

CERTIFICATION OF CLOSED MEETING

WHEREAS, the 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 this Board of Supervisors that such closed meeting was conducted in conformity with Virginia law;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Board of Supervisors.

VOTE

AYES: Acree, Grice, Jefferson, McCarty. Rosie

NAYS: 0

ABSENT DURING VOTE: 0

ABSENT DURING MEETING: 0

ADJOURNMENT

At 8:05 p.m., Chairman Grice declared the work session adjourned.

Richard L. Grice, Chairman

Carey Mills Storm, Clerk

REGULAR MEETING OF THE ISLE OF WIGHT COUNTY BOARD OF SUPERVISORS HELD IN THE ROBERT C. CLAUD, SR. BOARD ROOM OF THE ISLE OF WIGHT COUNTY COURTHOUSE LOCATED AT 17090 MONUMENT CIRCLE, ISLE OF WIGHT, VIRGINIA ON THURSDAY, THE TWENTY-FIRST DAY OF OCTOBER IN THE YEAR TWO THOUSAND AND TWENTY-ONE

PRESENT:

Richard L. Grice, Smithfield District, Chairman
Don G. Rosie, II, Carrsville District, Vice-Chairman
Rudolph Jefferson, Hardy District
William M. McCarty, Newport District
Joel C. Acree, Windsor District

ALSO IN ATTENDANCE:

Robert W. Jones, Jr., County Attorney
Randy R. Keaton, County Administrator
Donald T. Robertson, Assistant County Administrator
Carey Mills Storm, Clerk

CALL TO ORDER

Chairman Grice called the regular meeting to order at 5:00 p.m.

APPROVAL OF AGENDA

Supervisor McCarty moved that the Resolution to Amend the FY2021-22 Budget and Appropriate Funds to the Schools Budget currently listed under the Consent Agenda be moved to Old Business and that the public hearing be moved prior to Special Presentations. The motion was adopted unanimously (5-0) with Supervisors Grice, Rosie, Acree, McCarty and Jefferson voting in favor and no Supervisors voting against the motion.

CLOSED MEETING

The following matters were identified for discussion in closed meeting by County Attorney Jones: A discussion regarding the acquisition of real property for the public purposes of the extension of County water and/or sewer and road improvements, and the disposition of a portion of tax parcel 21-01-083, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Board as well as consultation with legal counsel employed by the Board regarding the same requiring the provision of legal advice by such counsel, pursuant to subsection 3 and 8; consultation with legal counsel regarding active opioid litigation where such consultation would adversely affect the negotiating or litigation posture of this public body pursuant to subsection 7; a discussion regarding the appointment of specific appointees to County boards, committees or authorities as set forth in the agenda pursuant to subsection 1; and

a discussion regarding the performance of a specific County employee, namely the County Administrator, pursuant to subsection 1.

Upon motion of Supervisor McCarty and all voting in favor (5-0), the Board entered the closed meeting for the reasons stated by County Attorney Jones.

Upon motion of Supervisor Rosie and all voting in favor (5-0), the Board reconvened into open meeting.

County Attorney Jones reminded the Board that in accordance with Section 2-10(G) of the Board's Rules & Procedure, all those who participated in the closed meeting are reminded that all matters discussed in closed meeting are to remain confidential, as provided under the Virginia Freedom of Information Act, and that such matters as were discussed in closed meeting should not be acted upon or discussed in public by any participant unless and until a public, formal action of the Board of Supervisors is taken on that particular subject matter.

Upon motion of Supervisor Jefferson and all voting in favor (5-0), the following Resolution was adopted:

CERTIFICATION OF CLOSED MEETING

WHEREAS, the 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 this Board of Supervisors that such closed meeting was conducted in conformity with Virginia law;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Board of Supervisors.

VOTE

AYES: Acree, Grice, Jefferson, McCarty. Rosie

NAYS: 0

ABSENT DURING VOTE: 0

ABSENT DURING MEETING: 0

INVOCATION

Supervisor Acree requested an opportunity in the near future to review the Board's

policy as it relates to invocations.

The invocation was delivered by a member of Faith Harvest Chapter who led the Pledge of Allegiance to the American flag.

CITIZENS' COMMENTS

Herb DeGroft of Mill Swamp Road requested the Board to direct the County Attorney to investigate the School Board's use of taxpayer funds.

Curt Lytle of Blackwater Road requested that the County change its ordinance to reflect that rifles be allowed to hunt deer and bear.

Matthew O'Brien of the Carrsville District spoke in favor of the County's ordinance being revised to reflect that rifles can be used to hunt deer and bear.

Matthew Johnson of Founders Point Trail addressed the Board regarding his recent water bill and suggested submeters would be a fair way to treat wastewater.

CONSENT AGENDA

Supervisor McCarty moved that the following Consent Agenda be adopted which carried unanimously (5-0) with Supervisors Grice, Rosie, Acree, McCarty and Jefferson voting in favor and no Supervisor voting against the motion:

- A. Resolution to Approve the Cross-fund Transfer for Batiste Court Road Improvements (\$4,361)
- B. Resolution to Amend the FY 2021-2022 Budget and Appropriate Funding for E911 System Redundancy Memorandum of Understanding with the City of Suffolk (\$61,000)
- C. Resolution to Amend the FY 2021-22 Operating Budget and Appropriate Funding to Accept and Appropriate Funds from the Septic Tank Pump Out Assistance Grant Program (\$5,000)
- D. Resolution to Amend the FY2021-22 Operating Budget and Appropriate Funding for Repairs of County Property from Insurance Proceeds (\$3,502)
- E. Resolution to Amend the FY2021-2022 Operating Budget and Appropriate Funding from the Virginia Department of Fire Programs Aid to Locality Fund Grant (\$99,386)
- F. Minutes
 - . August 5, 2021 Work Session Minutes
 - . August 19, 2021 Regular Meeting Minutes
 - . September 2, 2021 Work Session Minutes

REGIONAL AND INTER-GOVERNMENTAL REPORTS

County Administrator Keaton reported that Supervisor McCarty was elected Vice-Chairman of the Hampton Roads Transportation Planning Organization and that he had been reelected as Treasurer of the Hampton Roads Planning District Commission.

County Administrator Keaton reported that the Hampton Roads Bridge Tunnel expansion is the largest project administered by VDOT and has an anticipated completion date of 2025.

County Administrator Keaton reported that the Southeastern Public Service Authority received an update on the Navy's new steam plant. He cautioned the Board that it will have cost implications for the region and the Authority is looking at various options.

Supervisor Jefferson reported on a recent program held by the Commission on Aging at The Smithfield Center which had been well attended.

Supervisor Jefferson recognized the Director of Social Services and spoke favorably of the companion program administered by that department.

Chairman Grice advised that the subject matter discussed at the Smithfield Intergovernmental Relations Committee's most recent meeting will be brought up at the Board's next work session.

Chairman Grice advised that he had taken a tour of the Suffolk water plant at the most recent meeting of the Western Tidewater Water Authority.

APPOINTMENTS

Supervisor McCarty moved that Dale Baugh be recommended to the Governor for reappointment to the SPSA Board of Directors. The motion was adopted unanimously (5-0) with Supervisors Grice, Rosie, Acree, McCarty and Jefferson voting in favor and no Supervisors voting against the motion.

PUBLIC HEARINGS

Application of Bennis Saint Luke, LLC, Applicant and Property Owner, for a Conditional Use Permit to Allow a Child Care Center Located at 14355 Bennis Church Boulevard.

Amy Ring, Director of Community Development, presented the request for a childcare center.

Chairman Grice called for persons to speak in favor or in opposition to the application.

Vincent Carollo, the applicant, thanked staff for assisting him with this application and he offered to answer any questions.

Chairman Grice closed the public hearing and encouraged that a playground be designated and that it be fenced.

Supervisor Acree moved that the application be approved with the condition that the use be limited to no more than 9,000 square feet and that any future expansions of the use shall require a formal traffic impact analysis and the construction of any needed improvements. The motion was adopted unanimously (5-0) with Supervisors Grice, Rosie, Acree, McCarty and Jefferson voting in favor and no Supervisors voting against the motion.

SPECIAL PRESENTATIONS/APPEARANCES

Tommy Catlett, VDOT Resident Engineer for the Franklin Residency, provided an update on Residency operations.

The Board requested Mr. Catlett to look into the following concerns:

- . Supervisor Jefferson relayed his concern regarding the length of time it took for a VDOT person to respond to a call for detour signs.
- . Supervisor McCarty requested that the sink hole be addressed on Titus Creek and he notified Mr. Catlett that the street signs at Royal Farms prevent drivers from seeing traffic coming from downtown Smithfield.
- . Supervisor Rosie requested that the bushes at the Dairy Queen in Windsor be cut back and that Strawberry Plains Road be mowed.
- . Supervisor Acree requested that the BMP at Bennis Grant be mowed. He presented a request from residents on Oliver Drive for a speed study to reduce the speed from 40 mph to 25 mph.
- . Chairman Grice asked that any work done on the bridge at Smithfield Station be minimized due to traffic.

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Following a break, Chairman Grice called for discussion on the Redistricting Task Force report.

Assistant County Administrator Robertson reviewed the Board's previous action with regard to the appointment of a Redistricting Task Force and that there be five election districts and that the election districts are to be referred to as numbers versus names.

Caleb Kitchen, a member of the Redistricting Task Force, provided an overview of the three maps created by the Task Force for recommendation to the Board.

The consensus of the Board was to move forward with Map #1 as recommended by the Redistricting Task Force.

Supervisor McCarty moved that the Board set a special joint meeting with the Redistricting Task Force at 6:00 p.m. on Monday, November 22, 2021. The motion was adopted unanimously (5-0) with Supervisors Grice, Rosie, Acree, McCarty and Jefferson voting in favor and no Supervisors voting against the motion.

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Assistant County Administrator Robertson provided an update on current vaccination efforts/challenges with regard to the COVID-19 vaccine.

COUNTY ATTORNEY'S REPORT

County Attorney Jones presented a resolution for the Board's consideration responsive to the Memorandum of Understanding entered into with the Virginia Attorney General related to opioid related claims. He notified the Board that a settlement has been entered into with the top three distributors with a maximum value of \$26 billion, of which Virginia will receive \$530 million, with \$203 million being set aside for localities. He advised that the County stands to receive approximately \$720,000.

Supervisor McCarty moved that the following Resolution be adopted:

**A RESOLUTION OF THE ISLE OF WIGHT COUNTY BOARD OF
SUPERVISORS APPROVING OF THE COUNTY'S PARTICIPATION IN
THE PROPOSED SETTLEMENT OF OPIOID-RELATED CLAIMS
AGAINST MCKESSON, CARDINAL HEALTH,
AMERISOURCEBERGEN, JANSSEN, AND THEIR RELATED
CORPORATE ENTITIES, AND DIRECTING THE COUNTY ATTORNEY
AND/OR THE COUNTY'S OUTSIDE COUNSEL TO EXECUTE THE
DOCUMENTS NECESSARY TO EFFECTUATE THE COUNTY'S
PARTICIPATION IN THE SETTLEMENTS**

WHEREAS, the opioid epidemic that has cost thousands of human lives across the country also impacts Isle of Wight County by adversely impacting the delivery of emergency medical, law enforcement, criminal justice, mental health and substance abuse services, and other services by Isle of Wight County's various departments and agencies; and

WHEREAS, Isle of Wight County has been required and will continue to be required to allocate substantial taxpayer dollars, resources, staff energy and time to address the damage the opioid epidemic has caused and continues to cause the citizens of Isle of Wight County; and

WHEREAS, Isle of Wight County has filed suit against McKesson, Cardinal Health, AmerisourceBergen, and Janssen Pharmaceuticals, along with certain of their related corporate entities for their role in the distribution, manufacture, and sale of the pharmaceutical opioid products that have fueled the opioid epidemic that has harmed Isle of Wight County; and

WHEREAS, The County's suit seeks recovery of the public funds previously expended and to be expended in the future to abate the consequences and harms of the opioid epidemic; and

WHEREAS, settlement proposals have been negotiated that will cause McKesson, Cardinal Health, AmerisourceBergen, and Janssen to pay up to \$26 billion nationwide to resolve opioid-related claims against them; and

WHEREAS, Isle of Wight County's outside opioid litigation counsel has recommended that the County participate in the settlements in order to recover its share of the funds that the settlement would provide; and

WHEREAS, the County Attorney has reviewed the available information about the proposed settlements and concurs with the recommendation of outside counsel;

NOW THEREFORE BE IT RESOLVED that the Isle of Wight County Board of Supervisors, this 21st day of October, 2021, approves of the County's participation in the proposed settlement of opioid-related claims against McKesson, Cardinal Health, AmerisourceBergen, Janssen, and their related corporate entities, and directs the County Attorney and/or the County's outside counsel to execute the documents necessary to effectuate the County's participation in the settlements, including the required release of claims against settling entities.

The motion was adopted unanimously (5-0) with Supervisors Grice, Rosie, Acree, McCarty and Jefferson voting in favor and no Supervisors voting against the motion.

COUNTY ADMINISTRATOR'S REPORT

Responsive to the previous direction by the Board for staff to investigate options for software for appointed Boards/Committees, Assistant County Administrator Robertson advised that staff does not recommend any other software than what is currently utilized in the County's systems today.

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County Administrator Keaton advised that notification has been received that the staff for the Certificate of Public Need application recommended denial of the Riverside Hospital application. He advised that the Virginia Department of Health will conduct an information fact finding conference on Friday, November 5th at 10:00 a.m. in Henrico County at the office of the Virginia Department of Health.

UNFINISHED/OLD BUSINESS

One-time Hazard Pay Bonus for Sworn Sheriffs, Sheriffs' Deputies & Regional Jail Officers

County Administrator Keaton recapped the action taken by the General Assembly to adopt a one-time hazard pay bonus for Compensation Board funded sworn

officers in the Sheriff's Department. He advised that the County has 29 sworn deputies who are covered by the Compensation Board. He further advised that a survey of other localities revealed only one locality took action to include emergency services personnel and his recommendation is to provide the hazard pay bonus only to sworn officers in the Sheriff's Department. He advised to pay the remainder of the deputies not funded by the Compensation Board would cost an additional \$92,000 and an additional \$153,000 if emergency services personnel were funded.

Supervisor Jefferson moved to authorize the County Administrator to give the proper funding to make a one-time bonus to all sworn Sheriffs and Sheriffs' Deputies. The motion was adopted unanimously (5-0) with Supervisors Grice, Rosie, Acree, McCarty and Jefferson voting in favor and no Supervisors voting against the motion.

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County Administrator Keaton updated the Board on funding for the new Hardy Elementary School; delaying Westside Elementary School; and funding of items already scheduled in the Capital Improvements Program such as fire and rescue equipment; Parks & Recreation; and Public Works projects. He advised that he will be returning to the Board at its next meeting to request the Board to approve the additional \$10 million for new debt.

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Following a break, Assistant County Administrator Robertson asked the Board to provide him with dates for its retreat.

It was the consensus of the Board to revisit the issue of a Board Retreat at its November 4, 2021 work session.

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Regarding the Resolution to Amend the FY2021-22 Budget and Appropriate Funds to the Schools Budget which was moved from the Consent Agenda to this point in the agenda under the approval of the agenda, it was the consensus of the Board to table action on the Resolution to its November 4, 2021 work session to allow time for County Administrator Keaton to contact Superintendent Thornton regarding his answers to the Board's questions involving instructional services and tables and chairs.

NEW BUSINESS

Chris Morello, Director of Economic Development, presented a Resolution to Amend the FY2022 Budget and Appropriate Funding for Projects Related to Economic Development at Shirley T. Holland Commerce Park for the Board's consideration.

Supervisor McCarty moved that the following Resolution be adopted:

RESOLUTION TO AMEND THE FY 2021-2022 BUDGET
AND APPROPRIATE FUNDING FOR
ECONOMIC DEVELOPMENT CAPITAL PROJECTS
SHIRLEY T. HOLLAND INTERMODAL PARK

WHEREAS, the Board of Supervisors has agreed to the request from the Isle of Wight County Economic Development Authority to adjust the FY 2021-2022 funding for the Capital Improvement Projects at Shirley T. Holland Intermodal Park for the total of the previously unspent project funds; and,

WHEREAS, the Board of Supervisors desires to amend the FY 2021-2022 Capital Project Fund Budget to increase the budget amount to \$1,147,400 for Capital Improvement Projects at Shirley T. Holland Intermodal Park; and,

WHEREAS, the Board of Supervisors needs to appropriate assigned fund balance in the amount of \$1,147,400 for Capital Improvement Projects at Shirley T. Holland Intermodal Park in the FY 2021-2022 Capital Project Fund Budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Isle of Wight, Virginia that the FY 2021-2022 budget is hereby amended and funds appropriated in the amount of \$1,147,000 for Capital Improvement Projects at Shirley T. Holland Intermodal Park.

BE IT FURTHER RESOLVED that the County Administrator of Isle of Wight County, Virginia is authorized to make the appropriate accounting adjustments and to do all things necessary to give this resolution effect.

The motion was adopted unanimously (5-0) with Supervisors Grice, Rosie, Acree, McCarty and Jefferson voting in favor and no Supervisors voting against the motion.

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David Smith, Director of Parks & Recreation, provided an update on capital projects for Bradby Park/Tyler's Beach.

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The Board was requested to designate a voting delegate and alternate delegate to vote at the VACo Annual Business Meeting.

Supervisor Acree moved that Supervisor McCarty be designated as the County's voting delegate and Supervisor Jefferson be voted as the alternate delegate authorized to vote at the VACo annual business dinner. The motion was adopted unanimously (5-0) with Supervisors Grice, Rosie, Acree, McCarty and Jefferson voting in favor and no Supervisors voting against the motion.

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Supervisor Acree asked that Bobby Nelms' family be kept in prayer. He advised that a reception will be held at the Isle of Wight Rescue Squad on November 3, 2021 at 7:00 p.m. with a memorial service being held at Harvest Fellowship Baptist Church at 6:00 p.m.

ADJOURNMENT

At 10:30 p.m., Chairman Grice declared the meeting adjourned.

Richard L. Grice, Chairman

Carey Mills Storm, Clerk

BACKGROUND:

The Board of Supervisors has previously directed that an opportunity be provided for monthly status briefings from Board members who serve as representatives on various regional committees and authorities on behalf of the County.

BUDGETARY IMPACT:

None

RECOMMENDATION:

Receive the report.

ATTACHMENTS:

Description	Type	Upload Date
Regional Reports	Cover Memo	1/24/2020

2020 BOARD MEMBER REGIONAL REPRESENTATIVE		
(Appointed by Board Vote)		
Organization	Member	Term Expires
Hampton Roads Military Federal Facilities Alliance	Rosie	No Set Term
Hampton Roads Planning District Commission	McCarty	No Set Term
	Keaton	No Set Term
Hampton Roads Transportation Accountability Commission	McCarty	No Set Term
Hampton Roads Transportation Planning Organization	McCarty	No Set Term
	Keaton	No Set Term
Southeastern Public Service Authority	Keaton	December 2021
	Etheridge/Alternate	December 2021
Western Tidewater Regional Jail Authority	Jefferson	No Set Term
	McCarty	No Set Term
	Keaton	No Set Term
Western Tidewater Water Authority	Grice	June 2022
	Acree	June 2022
	Jones/Alternate	June 2022

Regional Reports
Updated/January 2020

BACKGROUND:

Board members will consider and make appointments of individuals to various local and region organizations as noted on the Appointments Page.

BUDGETARY IMPACT:

None

RECOMMENDATION:

Appoint individuals to various local and region organizations as noted on the Appointments Page.

ATTACHMENTS:

Description	Type	Upload Date
Appointment List	Cover Memo	11/22/2021

BOARDS/COMMISSIONS/COMMITTEES

Boards/Commissions/Committees	Appointees	Contact	District	Expiration	
Commission on Aging	Maggie Richards - Resigned	371-9010	Windsor	December	2023
Commission on Aging	Shirley McGee - Resigned	356-0342	Smithfield	January	2022
Commission on Aging	Thomas Finderson - Resigned	298-8978	Newport	March	2022
Commission on Aging	Brenda Reynolds	357-3300	Newport	January	2022
Commission on Aging	Jane March - Resigned	242-3807	Carrsville	November	2021
Planning Commission	William Hulick - Resigned	503-0046	Newport	February	2025
Planning Commission	Brian Carroll	357-4254	Carrsville	February	2022
Senior Services of Southeastern Virginia	Evelyn McCullough (Not Eligible to Serve)			October	2021

ISSUE:

Staff Update on COVID-19 Vaccine Rollout in Western Tidewater

BACKGROUND:

The Western Tidewater Health District and other healthcare providers are administering the COVID-19 vaccine to Isle of Wight County employees and residents. Staff is working to address vaccine hesitancy.

Staff will provide information regarding current vaccination efforts/challenges.

BUDGETARY IMPACT:

None.

RECOMMENDATION:

For the Board's information.

ISSUE:

Review of Isle of Wight County Board of Supervisors' By-Laws and Rules of Procedure

BACKGROUND:

As required by the Board of Supervisors' By-Laws and Rules of Procedure, the Board is to begin considering any proposed changes or revisions to its by-laws and rules at this time. The Board is asked to provide any comments or suggestions they deem appropriate so that the County Attorney may revise the by-laws and rules accordingly in preparation for the Board's annual by-laws and rules of procedure adoption at its organizational meeting in January 2022.

BUDGETARY IMPACT:

None.

RECOMMENDATION:

Review and provide any suggested revisions to the By-Laws and Rules of Procedure the Board deems appropriate for consideration and final adoption at the Board's Organizational Meeting in January 2022.

ATTACHMENTS:

Description	Type	Upload Date
By-Laws and Rules of Procedure	Backup Material	11/17/2021



ISLE OF WIGHT COUNTY BOARD OF SUPERVISORS BY-LAWS AND RULES OF PROCEDURE

Revised and Adopted January 7, 2021

ARTICLE 1 – PURPOSE AND BASIC PRINCIPLES

SEC. 1-1. PURPOSE OF BY-LAWS AND RULES OF PROCEDURE

A. To enable County government to transact business expeditiously, transparently and efficiently affording every opportunity for the citizens to witness and participate in the operation of government;

B. To protect the rights of each individual Board Member;

C. To preserve the spirit of cooperation among Board members; and

D. To determine the will of the Board on all matters.

SEC. 1-2. FIVE BASIC PRINCIPLES UNDERLYING BY-LAWS AND RULES OF PROCEDURE

A. Only one subject may claim the attention of the Board at one time;

B. Each item presented for consideration is entitled to full and free discussion;

C. Every member has rights equal to every other member;

D. The will of the majority must be carried out, and the rights and opinions of the minority must be preserved and respected; and

E. Each member shall remain respectful of fellow board members, even in times of disagreement, in speech and in behavior.

ARTICLE 2 – MEETINGS

SEC. 2-1. WHEN AND WHERE REGULAR AND WORK SESSION MEETINGS HELD

A. The time and place of regular meetings and work sessions of the Board of Supervisors (hereinafter referred to as “the Board”) shall be established at each annual organizational meeting. Such regular meetings shall be held in the Robert C. Claud, Sr. Board Room on the third (3rd) Thursday of the month unless otherwise set by the Board. Such meetings shall begin at 5:00 p.m. for closed session purposes only, with all other matters to be heard and considered at 6:00 p.m. Should the Board subsequently change the date, time or place of a regular meeting, it shall comply with the requirements of Section 15.2-1416 of the Code of Virginia (1950, as amended).

B. Work session meetings shall be held on the first (1st) Thursday of every month, at the same place as regular meetings, and shall begin at 6:00 p.m. unless otherwise set by the Board. The purpose of such work sessions shall be to allow the Board an opportunity to further review items either held over by the Board from a regular meeting or such other items as may come before

the Board at a regular meeting in the future. The Board shall not take any action to approve or deny any item before it during a work session, reserving such action solely to its regular meetings.

SEC. 2-2. CONTINUED MEETINGS

A regular or work session meeting shall be continued to the immediately following regular meeting date, time and place, unless otherwise set, if the Chair, or Vice Chair if the Chair is unable to act, finds and declares that weather or other conditions are such that it is hazardous for members to attend the regular meeting. Such finding shall be communicated to the members and the press as promptly as possible. All hearings and other matters previously advertised shall be conducted at the continued meeting and no further advertisement is required.

SEC. 2-3. MEETING ADJOURNMENT

Meetings of the Board shall adjourn when all business, or the agenda, before the body is complete, however it is not the Board's intent to begin a new agenda item after 11:00 p.m. unless and until a motion to extend the time has been offered and passed by a majority vote of the members present and voting. Any agenda item not conducted may be carried over to another meeting date. Any public hearing advertised for a regular meeting but not conducted may be rescheduled to another earliest possible convenient date, without further advertising when the date and time of the reconvened meeting is publicly announced at the preceding meeting.

SEC. 2-4. SPECIAL OR EMERGENCY MEETINGS

A. The Board may hold such special or emergency meetings, as deemed necessary, at such date, time and place as it may find convenient; and it may adjourn from time to time. A special or emergency meeting of the Board shall be called pursuant to Sections 15.2-1417 and 15.2-1418 of the Code of Virginia (1950, as amended).

B. Special or emergency meetings may be called by the Chair or any two (2) members in writing to the County Administrator for any purpose stated in the notice of the special or emergency meeting pursuant to Section 15.2-1418 of the Code of Virginia (1950, as amended). Only matters specified in the notice shall be considered unless all of the members of the Board are present.

C. Notice, reasonable under the circumstances, to the public and press of any special or emergency meeting shall be given contemporaneously with the notice provided the members of the Board and the County Attorney.

SEC. 2-5. LEGAL HOLIDAY

When a regularly scheduled meeting falls on a legal holiday, the meeting shall be held on the preceding business day unless the meeting is cancelled by a majority of the Board.

SEC. 2-6. ANNUAL ORGANIZATIONAL MEETING

A. The Board shall meet on the first (1st) Thursday of January of each year which shall be known as the annual organizational meeting. The County Administrator shall preside during the annual organizational meeting pending the election of the Chair of the Board.

B. The Chair shall be elected at the annual meeting for a term of one year, ending at the commencement of the organizational meeting the following year.

C. Following the election of the Chair, he or she shall assume the Chair and conduct the election of the Vice Chair for the same term.

D. Following the election of the Vice Chair, the Board shall:

1. Appoint the Clerk of the Board (as set forth herein);
2. Establish dates, times and places for its regular meetings;
3. Adopt its By-Laws and Rules of Procedure; and
4. Appoint Board members to standing and ad hoc committee; and
5. Conduct any other necessary business as determined by a majority vote of the Board.

SEC. 2-7. PROCEDURE FOR ELECTION OF OFFICERS

A. The following procedures shall be followed to elect the Chair and Vice Chair:

1. The presiding officer shall call for nominations from the membership.
2. Any member, after being recognized by the presiding officer, may place one or more names in nomination and discuss his or her opinions on the qualifications of the nominee(s).
3. When all nominations have been made, the presiding officer shall close the nominating process and call for the vote.
4. Each member may cast one vote for any one nominee.
5. A majority of those voting shall be required to elect the officer.

B. Officers shall serve until replaced.

SEC. 2-8. **SEATING ARRANGEMENT**

The Board Chair shall occupy the center seat on the dais with the Vice Chair occupying the seat at his or her immediate left. The remaining members of the Board shall determine their seating arrangement by seniority with the most senior member selecting his or her seat first and the remaining members selecting their respective seats in seniority order based on years served on the Board. In the event that two or more Board members have equal seniority, the selection of seating for those members shall be by alphabetical order.

SEC. 2-9. **QUORUM AND METHOD OF VOTING**

- A. At any meeting, a majority of the Board shall constitute a quorum.
- B. All actions authorized by the Board shall be pursuant to a roll call vote which shall be taken by the Clerk or Deputy Clerk of the Board. The Clerk or Deputy Clerk shall call the name of each member and receive in reply the vote of such member as either “Yes” or “No” on the measure being considered. At the beginning of any meeting, the Clerk shall conduct a silent roll call of members present and absent.
- C. The order of voting shall be as called by the Clerk of the Board, with the Chair voting last.
- D. If there is an abstention, it shall be the responsibility of the Chair to note the abstention for the record and to request that the member abstaining state his or her reason for abstaining for the record.
- E. A tie vote fails.
- F. A motion to approve which fails shall be deemed a denial of the question on the floor.

SEC. 2-10. **CLOSED MEETING**

- A. Closed meetings shall only be used when the matter to be discussed is exempt from open meeting requirements pursuant to the Virginia Freedom of Information Act.
- B. No meeting shall become a closed meeting until the Board takes an affirmative recorded vote in open session. Any member dissenting in such vote shall state the reason for the dissent.
 - 1. The motion to move to closed session shall state specifically the purpose or purposes which are the subject of the closed meeting and reasonably identify the substance of the matters to be discussed. The motion shall make specific reference to the applicable exemption(s) under the Freedom of Information Act, which authorizes the closed meeting.

2. The County Attorney shall assist the members in formulating the proper motion to move to closed session in accordance with the requirements of the Freedom of Information Act.

C. No resolution(s), ordinance(s), rule(s), contract(s), regulation(s) or motion(s) considered in a closed meeting shall become effective until the Board reconvenes in an open meeting and takes a vote of the membership on such resolution(s), ordinance(s), rule(s), contract(s), regulation(s) or motion(s) which shall have its substance reasonably identified in the open meeting.

D. At the conclusion of a closed meeting, the Board shall reconvene in open session immediately thereafter and shall cast a vote certifying that to the best of each member's knowledge:

1. Only public business matters lawfully exempted from open meeting requirements were discussed; and

2. Only public business matters identified in the motion convening the closed meeting were heard, discussed or considered.

Any member who believes that there was a departure from the above requirements shall so state prior to the Chair's call for the vote, indicating the substance of the departure that, in his or her judgment, has taken place.

E. The failure of the certification to receive the affirmative vote of the majority of the members present during the closed meeting shall not affect the validity or confidentiality of the closed meeting with respect to matters considered therein in compliance with the Freedom of Information Act.

F. The Board may permit non-members to attend a closed meeting if their presence will reasonably aid the Board in its consideration of an issue.

G. Prior to the certification of a closed meeting pursuant to the Virginia Freedom of Information Act, the County Attorney shall be responsible for remind all closed meeting participants of the intent that such closed meeting discussions remain confidential, as provided for under the Virginia Freedom of Information Act, and that such matters as discussed in closed meeting should not be acted upon or discussed in public by any participant unless and until a formal action is taken by the Board in accordance with Section 2-10(C) above.

SEC. 2-11. ELECTRONIC MEETINGS

Except as provided for in this Section 2-11, the Board shall not conduct any meeting wherein the public business is discussed or transacted through telephonic, video, electronic or other communication means where the members are not physically assembled.

A. Quorum Physically Assembled – a Board member may participate in a meeting through electronic communication means from a remote location that is not open to the public if:

1. on or before the day of a meeting, the Board member notifies the Chair of the Board that he or she is unable to attend the meeting due to an emergency or personal matter and identifies with specificity the nature of the emergency or personal matter, and the Board (a) approves the member's participation by a majority vote of the members present at a meeting and (b) the Board records in its minutes the specific nature of the emergency or personal matter and the remote location from which the member participated. In deciding whether or not to approve a Board member's request to participate from a remote location, the Board shall not consider the identity of the member making the request or the matters that will be considered or voted on at the meeting. If a Board member's participation from a remote location is disapproved, such disapproval will be recorded in the minutes with specificity. Such participation by a Board member shall be limited each calendar year to two meetings or twenty-five percent (25%) of the meetings of the Board, whichever is fewer; or

2. a Board member notifies the Chair that he or she is unable to attend a meeting due to a temporary or permanent disability or other medical condition that prevents the member's physical attendance and the Board records this fact and the remote location from which the member participated in the minutes.

A Board member may participate in a meeting by electronic means pursuant to this subsection A only when a quorum of the Board is physically assembled at the primary or central meeting location and the Board makes arrangements for the voice of the remote participant to be heard by all persons at the primary or central meeting location.

B. Quorum Not Physically Assembled – the Board may meet by electronic communication means without a quorum physically assembled at one location when the Governor of the Commonwealth of Virginia has declared a state of emergency in accordance with Section 44-146.17 of the Code of Virginia (1950, as amended), *provided that*:

1. the catastrophic nature of the declared emergency makes it impracticable or unsafe to assemble a quorum in a single location, and

2. the purpose of the meeting is to address the emergency.

If it holds a meeting pursuant to this subsection B, the Board shall:

1. give public notice using the best available method given the nature of the emergency contemporaneously with the notice provided members of the Board;

2. make arrangements for public access to the meeting;

3. make available to the public, at the time of the meeting, agenda packets and all materials, unless exempt, that will be distributed to members of the Board in sufficient time for

duplication and forwarding, as best as practicable given the emergency, to all locations at which public access will be provided;

4. record minutes of the meeting; and
5. record in the minutes votes taken by name in roll-call fashion.

The nature of the emergency, the fact that the meeting was held by electronic communication means and the type of electronic communication means by which the meeting was held shall be stated in the minutes of the meeting.

C. Reporting – if a Board meeting is held by electronic communication means, the Board shall:

1. make a written report of the following to the Virginia Freedom of Information Advisory Council and the Joint Commission on Technology and Science by December 1 of each calendar year:

- a. the total number of electronic communication meetings held that year;
- b. the dates and purposes of the meetings;
- c. a copy of the agenda for each meeting;
- d. the number of sites for each meeting;
- e. the types of electronic communication means by which the meetings were held;
- f. the number of participants, including members of the public, at each meeting location;
- g. the identity of the members of the Board recorded as absent and those recorded as present at each meeting location;
- h. a summary of any public comment received about the electronic communication meetings; and
- i. a summary of the Board's experience using electronic communication meetings, including its logistical and technical experience.

2. make copies of the public comment form prepared by the Virginia Freedom of Information Advisory Council available to the public.

ARTICLE 3 – OFFICERS

SEC. 3-1. CHAIR AND VICE CHAIR

The Chair shall preside over all meetings of the Board. The Vice Chair serves in the absence of the Chair. In the absence from any meeting of both the Chair and Vice Chair, the members present shall choose one of their members as temporary chair. The Chair shall recommend all appointments to standing or ad hoc Board Committees to be approved by majority vote of the Board.

SEC. 3-2. CLERK

The Clerk of the Board shall be appointed by the Board at its annual organizational meeting, and the duties and responsibilities of the Clerk shall be as set out in Sections 15.2-1538 and 15.2-1539 of the Code of Virginia (1950, as amended). The Board may also designate a Deputy Clerk, and at the discretion of the Board, any County employee can be designated as Temporary Clerk.

SEC. 3-3. PARLIAMENTARIAN

The County Attorney, or his or her designee, shall serve as the Parliamentarian for the purpose of interpreting these By-Laws and Rules of Procedure, *Robert's Rules of Order* and the Code of Virginia, as may be directed by the Chair, or as required as a result of a point of order raised by any one or more Board member. If the County Attorney, or his or her designee, is unavailable, the County Administrator shall serve as the Parliamentarian.

SEC. 3-4. PRESERVATION OF ORDER

- A. At meetings of the Board, the Chair shall preserve order and decorum.
- B. Board members shall not speak until recognized by the Chair. Board members shall address the Chair or address other members through the Chair. After being recognized by the Chair, a Board member shall not be interrupted, except when a point of order is called or when requested to yield the floor by another member.

ARTICLE 4 – CONDUCT OF BUSINESS

SEC. 4-1. ORDER OF BUSINESS

- A. At regular meetings of the Board on the third (3rd) Thursday of the month, the order of business shall generally be as follows:
 - 1. Call to Order – Silent Roll Call of Members (commencing at 5 p.m.)
 - 2. Approval of Agenda
 - 3. Closed Meeting (if necessary)
 - 4. Return to Open Session/Public Meeting (commencing at 6 p.m.)
 - 5. Invocation - Pledge of Allegiance
 - 6. Citizens' Comments
 - 7. Consent Agenda

8. Regional & Inter-Governmental Reports
9. Appointments (if necessary)
10. Special Presentations
11. Public Hearings (if necessary)
12. County Attorney's Report (if necessary)
13. County Administrator's Report
14. Unfinished/Old Business
15. New Business
16. Adjournment

B. The above order of business may be modified by the County Administrator, after the Chair has been notified, to facilitate the business of the Board.

C. Regional reports and special presentations are limited to five (5) minutes per speaker. This time may be extended at the discretion of the Chair.

D. Citizens' Comments shall be governed by the following rules:

1. Citizens' Comments shall be for the limited purpose of allowing members of the public to present any matter, which, in their opinion, deserves the attention of the Board. They shall not serve as a forum for debate with the Board or individual members of the Board.

2. Board members shall not discuss issues raised or questions raised by the public, within the same meeting, except by consent of a majority of the Board members present.

3. Citizens wishing to speak during the Citizens' Comments portion of the agenda shall sign the registration form, identifying, with reasonable certainty, the subject matter of his or her comments prior to the commencement of the Citizens' Comments portion of the agenda. Citizens who do not sign the registration form prior to the commencement of Citizens' Comments may address the Board after all others who had signed the registration form have had an opportunity to speak.

4. Remarks shall be addressed directly to the Board and not to staff, the audience or the media.

5. The Chair shall open Citizens' Comments.

6. The Chair will explain the Citizens' Comments policy prior to the commencement of the first citizen's comment(s) being received by the Board.

7. The Chair will call on each speaker who has signed the registration form in the order upon which their name shall appear on the registration form.

Each speaker shall clearly state their name and address and/or election district of residence and shall be subject to a four (4) minute time limitation. A timer with a lighting system shall be used for keeping track of a Speaker's time. Speakers will receive a yellow light warning one (1) minute prior to the expiration of their presentation time. Speakers will receive a red light at the expiration of their time and shall be asked to end their comments. The Parliamentarian shall be responsible for noting the expiration of time limits, and the Chair shall be responsible for enforcing it. If the speaker represents a group of individuals in attendance at a particular meeting, there shall be a time limit of six (6) minutes. Members of a group in attendance shall forfeit their right to speak on the same topic. For purposes of this section, a "group" shall constitute ten (10) or more individuals. No speaker shall address the Board more than once during Citizens' Comments at any single Board meeting and citizens shall not donate their unused speaking time to another speaker. Notwithstanding the time limitations stated herein, the Chair may, at his or her discretion, allow any citizen to speak beyond the designated time limitation for a reasonable period of time in order to conclude his or her remarks.

8. There shall be no comment during Citizens' Comments on a matter for which a public hearing is scheduled during the same meeting.

9. There shall be no comment during Citizens' Comments on a matter which has already been the subject of a previous public hearing where no final vote has been taken by the Board.

10. Any issue raised by the public which the Board wishes to consider may be put on the agenda for the next Board meeting by a majority vote.

11. Public comment shall be germane to policies, affairs and services of the county government.

12. The above rules notwithstanding, members of the public may present written comments to the Board or to individual Board members at any time during the meeting. Such written comments shall be submitted through the Clerk and shall become a part of the record.

SEC. 4-2. CONSENT AGENDA

A. The Consent Agenda shall be introduced by a motion "to approve", and shall be considered by the Board as a single item.

B. Upon the request of any Board member, an item may be removed from the Consent Agenda for consideration after approval of the remaining items on the consent agenda.

SEC. 4-3. SPECIAL PRESENTATIONS

Special presentations shall be for the purpose of informing the Board of matters of public interest, as well as to provide the Board an opportunity to properly recognize individuals and organizations, either public or private, for the outstanding service or work they perform for or in Isle of Wight County. Any governmental agencies or entity, organization or individual wishing to present an item to the Board shall contact the County Administrator fourteen (14) days prior to the Board's regularly scheduled meeting to seek inclusion in the Board's agenda.

SEC. 4-4. CONDUCT OF MEETINGS

When two or more members of the Board wish to speak at the same time, the Chair shall name the one to speak. The Chair may call a brief recess at any time. The Chair may order the expulsion of a disorderly member of the public, subject to appeal to the full Board. The Chair may automatically adjourn, without benefit of any motion or debate, any meeting of the Board. All Board members shall maintain proper decorum when addressing any citizens and applicants that appear before the Board.

SEC. 4-5. FORM OF PETITIONS, ETC.

Every petition, communication or address to the Board shall be in respectful language and is encouraged to be in writing.

SEC. 4-6. MOTIONS

A. Members are required to obtain the floor before making motions or speaking, which they can do while seated.

B. Motions need not be seconded.

C. Informal discussion of a subject is permitted while no motion is pending.

D. An amended or substitute motion shall be allowed to any motion properly on the floor; it shall have precedence over an existing motion and may be discussed prior to being voted on. If the amended or substitute motion fails, the former motion can then be voted upon. If the amended or substitute motion passes, the amended or substitute motion shall be deemed the main motion and shall stand as having been passed by such vote. If an amended or substitute motion fails, a second amended or substitute motion may be made. No more than two (2) amended or substitute motions may be made.

E. When a motion is under debate, no motion shall be received unless it be one to amend, substitute, commit or refer for study, postpone, call for the previous question, lay on the table, or to adjourn.

F. The Chair can speak in all discussion and can make motions and vote in the same fashion as all other members.

G. A motion to call for the question is in order and the right of every Board member to call when they feel discussion has been exhausted and or repeated, thus belaboring the business before the governing body. A motion to call for the question requires a two-thirds majority vote of those present. The Chair shall not recognize a motion to call for the question until every Board member desiring to speak on the main motion has had such an opportunity.

H. When a vote upon any motion has been announced, it may be reconsidered on the motion of any member who voted with the prevailing side provided that such motion shall be made at the session of the Board at which it was decided. Such motion for reconsideration shall be decided by a majority of the votes of the members present. A member present at the meeting but temporarily absent during a vote may move for reconsideration.

I. Subject to applicable law, the Board may consider a motion to rescind at any time to address a matter or issue upon which a vote has been taken, following such notice as may be required.

J. Should a decision be made to reconsider or rescind a land use decision, subject to notice and public hearings, as may be required by law, the Board may choose to act on such request without referring the matter to the Planning Commission for its consideration.

K. A motion to adjourn shall always be in order and supersedes all business before the Board.

SEC. 4-7. DECISIONS ON POINTS OF ORDER

The Chair, when presiding at a meeting of the Board, without vacating the chair, shall refer any point of order to the Parliamentarian. The Parliamentarian shall advise the Chair who shall then make a ruling on the point of order. A Board member may appeal the ruling of the Chair to the full Board which shall decide the matter by majority decision.

SEC. 4-8. SUSPENDING RULES

One or more of these By-Laws and Rules of Procedure may be temporarily suspended by a majority vote of the members present, or by unanimous consent.

SEC. 4-9. ROBERT'S RULES OF ORDER

The proceedings of the Board, except as otherwise provided in these By-Laws and Rules of Procedure and by applicable state law, shall be governed by *Robert's Rules of Order*.

ARTICLE V – PUBLIC HEARINGS

SEC. 5-1. PUBLIC HEARING AUTHORIZATION

The County Administrator, or his/her designee, shall be authorized to set public hearings for such regular meetings as are appropriate in order to effectuate the timely consideration of matters requiring Board consideration.

SEC. 5-2. FORMAT FOR PUBLIC HEARINGS

A. The following format shall be followed for all Public Hearings conducted before the Board:

1. The Chair will make a brief statement identifying the matter to be heard and verify that all legal notification requirements have been met.

2. The Chair will call upon the appropriate county staff member to present the item to be heard. Staff presentations should be concise.

3. The applicant may appear on his own behalf, or be represented by counsel or an agent. The applicant, or his counsel or agents, shall have a combined total of ten (10) minutes to speak to the application.

4. The Chair will open the floor to public comment, if any, after the applicant, or his counsel or agent, has spoken. Any private citizen may speak for or against the issue. The Clerk shall prepare a registration form for citizens to sign their name, address and/or election district of residence. The Chair shall call each speaker in the order that their name appears on the registration form. Each speaker shall clearly state his or her name, address and/or election district of residence for the record. Citizen comments are limited to four (4) minutes per citizen speaker. If the speaker represents a group of individuals in attendance at a particular meeting, there shall be a time limit of six (6) minutes. Members of a group shall forfeit their right to speak on the same topic. For purposes of this section, a “group” shall constitute ten (10) or more individuals. The applicant, or his counsel or agent, shall be given the opportunity for rebuttal, which shall last for no more than five (5) minutes. Notwithstanding the time limitations stated herein, the Chair may, at his or her discretion, allow any citizen to speak beyond the designated time limitation for a reasonable period of time in order to conclude his or her remarks.

5. A timer with a lighting system shall be used for keeping track of a Speaker’s time. Speakers will receive a yellow light warning one (1) minute prior to the expiration of their presentation time. Speakers will receive a red light at the expiration of their time and will be asked to end their comments.

6. The Parliamentarian shall be responsible for noting the expiration of time limits, and the Chair shall be responsible for enforcing it.

7. Upon the conclusion of public comments or the applicant's rebuttal, the Chair shall close the public hearing.

B. When a public hearing shall have been closed by order of the Chair, no further public comments shall be received by the Board. However, any Board member may ask a question of any person who spoke during the public hearing after being recognized by the Chair to do so.

C. Following the close of the public hearing, the Chair may entertain a motion to dispose of the issue and the Board may debate the merits of the issue.

ARTICLE 6 – AGENDA

SEC. 6-1. PREPARATION

A. The Clerk shall prepare an agenda, at the direction of the County Administrator, for the regularly scheduled meetings conforming to the order of business specified in Section 4-1 entitled "Order of Business".

B. All items which are requested to be placed on the agenda which have not been submitted within the prescribed deadline, as set by the County Administrator, shall be placed on the next regular agenda for consideration.

C. Nothing herein shall prohibit the Board from adding or removing items to the agenda, provided that such a request is in the form of a motion, voted upon by a majority of the Board. Members must use discretion in requesting the addition of items to the agenda. It is considered desirable to have items listed on the published agenda.

SEC. 6-2. DELIVERY OF AGENDA

The Board agenda and related materials shall be received by each member of the Board and the County Attorney on the Friday before the scheduled regular meeting. The Clerk of the Board may request an adjustment to the delivery schedule due to special circumstances.

SEC. 6-3. COPIES

The Clerk shall prepare or cause to be prepared extra copies of the agenda and shall make the same available to the public and the press in the Office of the County Administrator and on the County website. The Clerk shall also have at least one hard copy available at each regular meeting.

SEC. 6-4. COMMENTS, QUERIES OF BOARD MEMBERS

Board members are to observe the following rules during the discussion of agenda items:

1. The Chair shall ensure that Board comments are constructive and contain no personal attacks of staff or other Board members.

2. The Chair shall keep discussion germane to the subject. Points of clarification shall be limited to questions only. The Chair shall rule other comments out of order.

3. Board members may address questions to the County Administrator or staff member presenting at the meeting. Staff members should be at the podium when addressing Board members' questions. All legal questions should be addressed to the County Attorney.

ARTICLE 7 – BOARD, AUTHORITIES, COMMISSIONS AND COMMITTEES

SEC. 7-1. APPOINTMENTS TO BOARDS, AUTHORITIES, COMMISSIONS & COMMITTEES

Members of all boards, authorities, commissions and committees shall be appointed by a majority of the Board after review of qualifications and discussion in Closed Meeting. Proposed appointments shall be voted upon under the Appointments section of the Agenda. Appointees' terms shall run in accordance with the applicable by-laws of such boards, authorities, commission or committees to which the appointee is appointed, unless a shorter term is specified by the Board. Subject to any state law provisions to the contrary, all appointees to boards, commissions and committees serve and may be removed, with or without cause, at the pleasure of the Board.

SEC. 7-2. ATTENDANCE

Members of any standing or ad hoc board, authority, committee or commission of the Board, or of any committee to which the Board appoints a member, shall be expected to attend every scheduled meeting of the body to which they have been appointed. It shall be the duty of the chair of any Board of Supervisors' appointed committee to annually report to the Board, but in no event later than the Board's regular meeting in March, the level of attendance of members for that particular body for the prior calendar year. Any member of an appointed body who fails to attend a minimum of seventy-five percent (75%) of the scheduled meetings of that particular body in any given calendar year may, at the discretion of the Board, be deemed to have forfeited his or her membership on that body. In the event that the Board determines that an appointee has forfeited his or her appointment pursuant to this section, the Clerk of the Board shall notify, in writing, the appointee of his or her removal from that body based upon his or her failure to attend there required percentage of scheduled meetings and shall thank the appointee for his or her service to the community. Upon the appointment of any appointee, the Clerk of the Board shall forward to the member a copy of this section.

SEC. 7-3. PLANNING COMMISSION MEMBERS ATTENDANCE

Notwithstanding the foregoing provision, a member of the Planning Commission may be removed from office by the Board without limitation in the event that the commission member is absent from any three (3) consecutive meetings of the commission, or is absent from any four (4) meetings of the commission within any twelve (12) month period. In either such event, a successor shall be appointed by the Board for the unexpired portion of the term of the member who has been removed.

SEC. 7-4. BY-LAWS AND RULES OF PROCEDURE OF BOARDS, AUTHORITIES, COMMISSIONS AND COMMITTEES

The By-Laws and Rules of Procedure of any board, authority, commission or committee not established by state law shall be submitted to the Board for approval prior to becoming effective.

SEC. 7-5. ROLE OF STANDING OR AD HOC BOARD COMMITTEES; DESIGNATED STANDING COMMITTEES; MEETING REQUIREMENTS

A. The role of any standing or ad hoc committee(s) of the Board, as they may be created from time to time, shall be to review and consider all matters properly placed before them by motion of the Board. After review and consideration of such matters, the standing or ad hoc committee shall provide the Board with its formal recommendation for action through such report as may be determined appropriate by the County Administrator in the Board's regular agenda as set forth herein.

B. The following standing committees are hereby created by the Board for the purposes stated:

1. Public Works – responsible for the review and recommendation of matters related trash/refuse, public buildings and fleet issues;

2. Community Development – responsible for the review and recommendation of matters related to economic development, planning and zoning, inspections and public utilities;

3. Parks, Recreation and Cultural – responsible for the review and recommendation of matters related to parks and recreation and cultural development;

4. Personnel – responsible for the review and recommendation of matters related to personnel policies and procedures, wages and benefits for public employees, oversight of the timely coordination of the County Administrator and County Attorney's performance reviews, participation in periodic review of recommendations related to the organizational structure of County departments, and participation in the review of recommendations regarding contracted services for the County;

5. Public Safety – responsible for the review and recommendation of matters related to law enforcement, fire and rescue and all support services related thereto;

6. Franklin Intergovernmental Relations – responsible for the review and recommendation of matters related to intergovernmental operations between Isle of Wight County the City of Franklin;

7. Smithfield Intergovernmental Relations – responsible for the review and recommendation of matters related to intergovernmental operations between Isle of Wight County and the Town of Smithfield;

8. Windsor Intergovernmental Relations – responsible for the review and recommendation of matters related to intergovernmental operations between Isle of Wight County and the Town of Windsor; and

9. Joint Tourism – responsible for the review and recommendation of matters related to the efforts of the jointly funded tourism office by Isle of Wight County and the Town of Smithfield.

ARTICLE 8 – GENERAL OPERATING POLICY

SEC. 8-1. ACTIONS BY INDIVIDUAL MEMBERS OF THE BOARD

It shall be the policy of the Board that no member(s) shall exert individual action or direct any county employee or initiate any action or assert their individual preference(s) in a manner that would require a county employee to perform any action contrary to the laws, ordinances or policies of Isle of Wight County or which would require the expenditure of public funds in any amount without the approval of the Board. Further, no member of the Board shall seek nor accept more favorable treatment from county officers or employees than would be given to other members of the Board, nor attempt to influence the decisions or recommendations of county appointees, officers or employees. Notwithstanding the foregoing, each Board member may, and is encouraged, to share information with county appointees, officers and employees and to promote a positive working environment for all employees.

SEC. 8-2. NUMBERING AND INDEXING OF RESOLUTIONS, ORDINANCES AND PROCLAMATIONS

It shall be the responsibility of the Clerk to number and index all resolutions, ordinances and proclamations of the Board. Resolutions and proclamations shall be numbered consecutively and use the last two digits of the calendar year. For example, for the first resolution in January, 2014, the resolution number would be shown as: Resolution No. 14-01.

SEC. 8-3. MINUTES OF THE BOARD

The minutes of the Board meeting shall reflect the official acts of the Board and names of the public commenting during public hearings and citizen comments, as well as a summary of the Board's proceedings at each meeting. They shall reflect the issues discussed and Board comments in summary form.

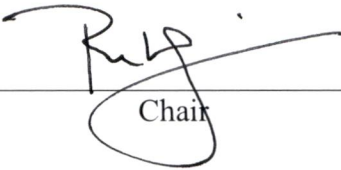
SEC. 8-4. AMENDING BY-LAWS

These by-laws may be amended with the concurrence of two-thirds (2/3) of the members present at any meeting subsequent to the introduction of a suggested by-laws amendment.

SEC. 8-6. ENACTMENT OF BY-LAWS AND RULES OF PROCEDURE

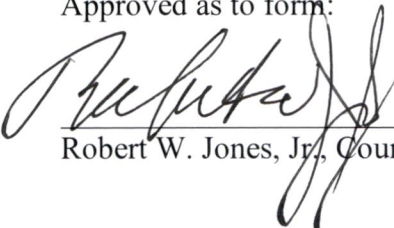
No later than December 1st of each year, the County Attorney shall deliver a copy of the most recently enacted By-Laws and Rules of Procedure to each member and member-elect of the Board, soliciting any proposed changes to the same. The County Attorney shall prepare proposed amendments based on any such Board comments as directed by passage of a motion and include them in the Agenda for consideration at the Organizational Meeting.

Adopted this 7th day of January, 2021.


Chair


Carey Mills-Storm, Clerk

Approved as to form:


Robert W. Jones, Jr., County Attorney

ISSUE:

Consideration of the Board of Supervisors' Meeting Schedule for Calendar Year 2022

BACKGROUND:

The Board of Supervisors has traditionally held its regular meetings on the third Thursday of each month. The Board has also held a work session on the first Thursday of each month.

In anticipation of the Board's Organizational Meeting on January 6, 2022, the Board may wish to review and give consideration to any adjustments that will need to be made to the Board's meeting schedule for its regular meetings and work sessions for calendar year 2022.

It should be noted that the VACo Legislative Day is scheduled on February 3, 2022. Should Board members plan to attend the event in Richmond an alternate date may need to be considered.

BUDGETARY IMPACT:

None.

RECOMMENDATION:

Per the Board's discussion.

ATTACHMENTS:

Description	Type	Upload Date
Proposed Meeting Schedule	Backup Material	11/30/2021

2022

Board of Supervisors'

Meeting/Invocation Schedule

<u>DATE</u>	<u>TIME</u>	<u>MEETING</u>	<u>INVOCATION</u>
Thursday, January 6 th	11:00 a.m.	Organizational	Acree
Thursday, January 6 th	Following Organizational	Work Session	
Thursday, January 20 th	5:00 p.m.	Regular Meeting	Grice
Thursday, February 3 rd	6:00 p.m.	Work Session	Rosie
Thursday, February 17 th	5:00 p.m.	Regular Meeting	Jefferson
Thursday, March 3 rd	6:00 p.m.	Work Session	McCarty
Thursday, March 17 th	5:00 p.m.	Regular Meeting	Acree
Thursday, April 7 th	6:00 p.m.	Work Session	Grice
Thursday, April 21 st	5:00 p.m.	Regular Meeting	Rosie
Thursday, May 5 th	6:00 p.m.	Work Session	Jefferson
Thursday, May 19 th	5:00 p.m.	Regular Meeting	McCarty
Thursday, June 2 nd	6:00 p.m.	Work Session	Acree
Thursday, June 16 th	5:00 p.m.	Regular Meeting	Grice
Thursday, July 14 ^h	3:00 p.m.	Work Session	Rosie
Thursdays, July 14 th	5:00 p.m.	Regular Meeting	Rosie
Thursday, August 4 th	6:00 p.m.	Work Session	Jefferson
Thursday, August 18 th	5:00 p.m.	Regular Meeting	McCarty
Thursday, September 1 st	6:00 p.m.	Work Session	Acree
Thursday, September 15 th	5:00 p.m.	Regular Meeting	Grice
Thursday, October 6 th	6:00 p.m.	Work Session	Rosie
Thursday, October 20 th	5:00 p.m.	Regular Meeting	Jefferson
Thursday, November 3 rd	6:00 p.m.	Work Session	McCarty
Thursday, November 17 th	5:00 p.m.	Regular Meeting	Acree
Thursday, December 8 th	3:00 p.m.	Work Session	Grice
Thursday, December 8 th	5:00 p.m.	Regular Meeting	Grice
Thursday, January 5, 2023	11:00 a.m.	Organizational	Rosie
Thursday, January 5, 2023	Following Organizational	Work Session	

ISSUE:

Consideration of a Lease of County owned Property Located within the Old Circuit Court Clerk's Office

BACKGROUND:

The Isle of Wight County Historical Society has proposed leasing of approximately 582 Square feet of office space in a County owned building commonly referred to as the Old Circuit Court Clerk's Office, located at 17140 Monument Circle, County of Isle of Wight, Virginia for use as a storage/office facility. The proposed lease has a term of 25 years.

The Board is required to hold a public hearing prior to leasing the property.

BUDGETARY IMPACT:

Should the lease amendment be approved, a nominal amount of revenue will be received.

RECOMMENDATION:

After the public hearing, authorize execution of lease amendment.

ATTACHMENTS:

Description	Type	Upload Date
Lease Agreement	Backup Material	11/22/2021

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter the "Agreement"), is made this ____ day of _____, 2021 by and between Board of Supervisors of Isle of Wight County, Virginia, a political subdivision of the Commonwealth of Virginia, having its main place of business at 17090 Monument Circle, Isle of Wight, Virginia 23397 (hereinafter the "Landlord") and Isle of Wight County Historical Society, a non-profit organization operating under the laws of the Commonwealth of Virginia, whose principal address is P.O. Box 121, Smithfield, Virginia 23431 (hereinafter referred to as the "Lessee") and the Landlord and Lessee may hereinafter be referred to individually as "Party" or jointly as the "Parties".

WITNESSETH

WHEREAS, Landlord is the sole owner of the premises more specifically described below, considers the premises available for lease; and

WHEREAS, Lessee desires to lease such premises from Landlord, the use of which shall be for the use of Lessee to provide services to the citizens of Isle of Wight County, Virginia; and

WHEREAS, the Parties desire to enter into this Agreement to define their respective rights, duties and liabilities relating to the premises.

NOW, THEREFORE, in consideration of the mutual covenants contained herein the Parties hereby agree as follows:

ARTICLE I DESCRIPTION OF THE PREMISES

Landlord leases to Lessee that certain portion of the building located at ____ Monument Circle, County of Isle of Wight, Virginia, commonly referred to as the Old Clerk's Office, consisting of approximately 582 Square feet, consisting of approximately 374 square feet, hereinafter referred to as the "Document Storage Area" and approximately 208 square feet hereinafter referred to as the "Office Area", and is more specifically shown on Exhibit "A" attached hereto and made a part hereof. For the purpose of this Agreement, all of the aforementioned shall be collectively referred to as the "Demised Property".

ARTICLE II TERM

The term of this Agreement shall be for twenty (25) years, to commence on ____ 1, 2021, and shall terminate on _____, 2046. In addition to the covenants herein contained, Lessee shall have the option to renew this Lease for an additional period of twenty-five (25) years, upon the same terms and conditions as herein provided. The option

to renew shall be exercised by the giving of notice, in writing, by Lessee at any time which is 90 days prior to the expiration of the initial term hereof.

ARTICLE III RENTAL

Lessee shall pay Landlord the sum of One Dollars (\$1.00) per year for term of this Agreement, payable in advance, due on the first day of _____ of each year for the term of this Agreement. Payments shall be made to the Landlord at the address set forth in Article XX below. Lessee, in its sole discretion, may prepay the total rent due for the full term of this lease (\$25.00) in advance.

ARTICLE IV USE OF DEMISED PROPERTY; RESTRICTIONS

Lessee shall not use or permit the Demised Property, or any part of the Demised Property, to be used for any purposes other than those set forth in this Agreement. Lessee shall neither permit on the Demised Property any act, sale, or storage that may be prohibited under standard forms of fire insurance policies, nor use the premises for any such purpose. In addition, no use shall be made or permitted to be made that shall result in (1) waste on the Demised Property, (2) a public or private nuisance that may disturb the quiet enjoyment of others around the building, (3) improper, unlawful, or objectionable uses, including the sale, storage, or preparation of food, alcoholic beverages, or materials generating an unreasonable odor on the premises, or (4) noises or vibrations that may disturb others around the building. Lessee shall comply with all governmental regulations and statutes relevant to its lease of the Demised Property either now or in the future.

Lessee shall not use or permit the Demised Property, or any part of the Demised Property, to be used for any purposes other than those set forth in this Agreement. The Demised Property is to be used solely and generally as Lessee's facility to hold meetings, to store its archives, to create, store and electronically distribute digital archives and related historical records, to facilitate and conduct research in proximity and in cooperation with public and digital records in the County Clerk's archives.

Tenant shall have access to the Demised Property twenty-four (24) hours per day, seven (7) days per week, 365 days per year, subject to reasonable security measures and except in the event of an emergency, casualty, force majeure or similar event which causes Landlord to limit access, which limitation of access shall be for the shortest duration as reasonably possible.

ARTICLE V TAXES

During the term of this Agreement, so long as the Lessee remains a 501(c)3 tax exempt organization, no real property taxes shall be imposed on the Demised Property nor any assessments imposed by Isle of Wight County and/or the Town of Smithfield, Virginia.

ARTICLE VI
ALTERATIONS AND MODIFICATIONS; REPAIRS

Lessee acknowledges and agrees that they have had an opportunity to inspect the Demised Property and find it to be in need of repair, but said Demised Property is in a condition which is acceptable to Lessee. Lessee accepts the Demised Property in its present condition. Landlord agrees to perform the following renovations within twelve (12) months from the execution of this lease, and following the completion of the below describe renovations, Lessee agrees to reimburse the Landlord within 30 days of receipt of an invoice, the sum not to exceed \$25,000, for said renovations:

1. Dedicated HVAC unit for the Document Storage Area (HVAC vendor shall provide Lessee an option to purchase a service/maintenance agreement, acceptable to Lessee within sixty (60) days of installation. Lessee reserves the right to use the vendor of its choice for any service, maintenance or repairs)
2. Cost of wall and cosmetic renovations for The Document Storage Area
3. Cost of renovating the Office Area

The Landlord agrees to finish and complete the above in accordance with the outline specifications attached hereto and made a part hereof, marked Exhibit "B". The space herein demised shall be constructed and completed in a good and workmanlike manner and in conformance with all applicable governmental laws, ordinances, rules and regulations.

Lessee shall be responsible to supply its own computers, scanners and other peripheral devices.

Landlord will provide locks and keys on the access doors to the Document Storage Area and Office Area, to provide Lessee exclusive access to the same. Lessee agrees that the Landlord's agents or other representatives shall have the right to enter into and upon the Demised Property, or any part thereof, at all reasonable hours without unduly disturbing the operations of the Lessee, for the purpose of examining the Demised Property or for making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

Lessee shall not affix any exterior sign of any size or character, without prior written approval of Landlord, which approval shall not be unreasonably withheld or delayed. Lessee shall remove all signs of Lessee upon the expiration or earlier termination of this Lease and immediately repair any damage caused by, or resulting from, such removal.

During the term of this Lease, and any renewal term hereof, Lessee shall have the right at any time, and from time to time, at its sole cost and expense, to make such alterations, additions and changes in and to the existing improvements on the Demised Property with the prior written consent of the Landlord, which shall not be unreasonably withheld, and to replace the trade fixtures, furnishings and equipment therein.

Lessee shall comply with any and all federal, state and local laws and regulations related to the alteration, modification or repair of the Demised Property.

ARTICLE VII MAINTENANCE

Lessee shall maintain the Demised Property and improvements in good condition at all times.

Subject to the provisions of Articles IX (Condemnation) and XVI (Heating and Air Conditioning) Landlord shall reasonably maintain the foundations, exterior walls, masonry, structural floors, and roof, the portions of the heating, ventilating and air conditioning systems serving the Old Clerk's Office; but in no event shall Landlord be obligated to repair or maintain any alterations installed by or on behalf of Lessee per Article VI(6) or to repair or restore any damage to the Common Areas caused by any act or omission of Lessee or Lessee's employees, agents, contractors or invitees.

Landlord may perform any maintenance or make any repairs as Landlord shall desire or deem necessary for the safety, operation, or preservation of the Old Clerk's Office, or as Landlord may be required or requested to do by any governmental authority or by the order or decree of any court or by any other proper authority.

ARTICLE VIII LESSEE'S PROPERTY

Furnishings, trade fixtures and equipment installed by Lessee shall be the property of Lessee and may be removed by Lessee at any time during the term of this Agreement, provided that Lessee is not in default under this Agreement. Upon termination of this Agreement, Lessee shall remove any such property. Lessee shall repair any damage to the Demised Property resulting from the installation or removal of such property.

ARTICLE IX CONDEMNATION

A condemnation of the entire building or a condemnation of a significant portion of the Demised Property occupied by Lessee shall result in the termination of this Agreement.

ARTICLE X ASSIGNMENT AND SUBLEASE

Lessee shall not assign any rights or duties under this Agreement nor sublet the Demised Property or any part of the Demised Property, or allow any other person to occupy or use the Demised Property without the prior, express and written consent of Landlord. Consent to one assignment, sublease, or occupation or use by any other person shall not be consent

to any subsequent assignment, sublease, or occupation or use by another person. Any assignment or subletting without consent shall be void. This Agreement shall not be assignable, as to the interest of Lessee, by operation of law, without the written consent of Landlord. Landlord shall not unreasonably withhold consent to an assignment or sublease of the Demised Property by Lessee if Lessee will provide evidence of the financial responsibility of the intended assignee or subleasee.

ARTICLE XI BREACH; DEFAULT

Lessee shall have breached this Agreement and shall be considered in default under this Agreement if (1) Lessee fails to pay any rent when due and owing and does not make the delinquent payment within five (5) business days after receipt of notice thereof from Landlord or (2) Lessee fails to perform or comply with any of the covenants or conditions of this Agreement and such failure continues for a period of thirty (30) days after receipt of notice thereof from Landlord.

ARTICLE XII EFFECT OF BREACH

In the event of a breach of this Agreement, pursuant to Article XI above, Landlord shall have the right to cancel and terminate this Agreement, as well as all of the right, title and interest of Lessee under this Agreement, by giving Lessee not less than thirty (30) days' notice of the cancellation and termination.

ARTICLE XIII SECURITY DEPOSIT

[Intentionally Left Blank]

ARTICLE XIV HOLDING OVER

[Intentionally Left Blank]

ARTICLE XV INSURANCE AND INDEMNIFICATION

Required insurance coverage. Lessee shall maintain throughout the lease term, with a company licensed to do business in the jurisdiction in which the Building is located, approved by the Landlord, broad form comprehensive general liability insurance (written on an occurrence basis, including contractual liability coverage insuring the obligations

assumed by Lessee pursuant to the following paragraph entitled "Indemnification of Landlord," and an endorsement for personal injury. Such liability insurance shall be in the minimum amount typically carried by prudent Lessees engaged in similar operations, but in no event shall be in an amount less than \$_____ combined single limit per occurrence. All such insurance shall name Landlord, contain an endorsement that such insurance shall remain in full force and effect notwithstanding that the insured may have waived its claim against any person prior to the occurrence of a loss, provide that the insurer waives all right of recovery by way of subrogation against Landlord, its officers, agents and employees, and, contain an endorsement prohibiting cancellation, failure to renew, reduction in amount of insurance or change of coverage (1) as to the interests of Landlord and the holder of any Mortgage by reason of any act or omission of Lessee, and (2) without the insurer's giving Landlord thirty (30) days' prior written notice of such action. Landlord reserves the right from time to time to require Lessee to obtain higher minimum amounts of insurance. Lessee shall deliver a certificate of such insurance and receipts evidencing payment of the premium for such insurance (and, upon request, copies of all required insurance policies, including endorsements and declarations) to Landlord on or before the lease commencement date and at least annually thereafter.

Indemnification of Landlord. Lessee shall reimburse Landlord for, and shall indemnify, defend and hold Landlord, its employees and agents harmless from and against, all costs, damages, claims, liabilities, expenses (including attorney's fees), losses and court costs suffered by or claimed against Landlord, directly or indirectly, based on or arising out of, in whole or in part from (a) use and occupancy of the premises or the business conducted therein by Lessee, (b) any act or omission of Lessee or any invitee, (c) any breach of Lessee's obligations under this lease, including failure to surrender the premises upon the expiration or earlier termination of the lease term, or (d) any entry by Lessee or any invitee upon the land prior to the lease commencement date.

ARTICLE XVI HEATING AND AIR CONDITIONING

Lessee shall maintain the dedicated HVAC system servicing the Document Storage Area referenced in Article VI in working order. Any maintenance, repair or replacement of such system shall be at the expense of Lessee.

ARTICLE XVII UTILITIES/SERVICES

During the term of this Agreement, Landlord shall be responsible for paying all costs of utilities assessed to the Demised Property. Additionally, Landlord shall provide normal and usual cleaning service after office hours, including trash removal to the common areas of the Old Clerk's Office.

ARTICLE XVIII LESSEE'S RIGHT TO USE COMMON AREAS

As part of this lease agreement Lessee may use so much of the parking lot as is needed by the Lessee for the use of the Demised Property and make use of the restroom facilities located in the Old Clerk's Office. Additionally, Lessee may make use of any other space located in the Old Clerk's Office which is not part of the Demised Property, with the prior written consent of the Landlord, which shall not be unreasonably withheld.

ARTICLE XIX DAMAGE OR DESTRUCTION

In the event the Demised Property is damaged by fire or other cause, Landlord, will work with Lessee to expedite county approvals to commence repairs, restoration, and reconstruction of the Demised Property.

ARTICLE XX NOTICE

Notices and other communications required or allowed by this Agreement shall be in writing and sent by U.S. mail, express carrier, by hand, or by email as follows:

If to Landlord, to: Isle of Wight County
 P.O. Box 80
 Isle of Wight, VA 23397
 Attn: County Attorney

Email: bjones@isleofwightus.net

If to Lessee, to: Isle of Wight County Historical Society
 P.O. Box 121
 Smithfield, VA 23431

Email: vahistorichouses@aol.com
 Jim@HendersonGroupLLC.biz

or such other addresses as either Party may specify by proper notice. Each notice so given shall be deemed delivered, if by mail, upon the third business day after mailing, if by carrier, upon delivery by the carrier, and otherwise upon receipt by the Party to whom notice is sent.

ARTICLE XXI DISPUTE RESOLUTION

Contractual claims shall be processed in accordance with the procedure in Section 2.2-4363 of the Code of Virginia (1950), as amended. The Lessee shall submit its claim, whether for money or other relief, in writing to the Board of Supervisors of Isle of Wight County no later than sixty (60) days after final payment. The Board of Supervisors of Isle of Wight County will meet at soon as practicable, after due notice, to discuss the claim.

The Board of Supervisors of Isle of Wight County shall issue its final decision on the claim in writing one hundred eighty (180) days after the Board meeting. Lessee shall not file suit unless and until it has first complied with this Article XXI.

ARTICLE XXII GOVERNING LAW

The Parties agree that this Agreement shall be deemed to have been made in Virginia and that the validity and construction of this Agreement shall be governed by the laws of the Commonwealth of Virginia. The Parties further agree that any legal action or proceeding arising out of this Agreement shall be commenced and tried in the Circuit Court of Isle of Wight County to the express exclusion of any otherwise permissible forum.

ARTICLE XXIII ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties relating to its subject matter, and supersedes all prior representations, understandings and agreements, written or oral, express or implied. This Agreement can be modified only by written agreement executed by authorized representatives of each Party.

ARTICLE XXIV TERMINATION OF AGREEMENT

Lessee may terminate this lease by giving Landlord ninety (90) days' written notice of the intention to terminate. Upon such termination, Lessee shall have ninety (90) days to vacate and remove all of Lessee's assets from the Demised Property and make all necessary repairs as provided herein.

ARTICLE XXV MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall only be binding if evidenced in a writing signed by each Party or an authorized representative of each Party.

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set forth below.

[SIGNATURE PAGE TO FOLLOW]

LANDLORD
ISLE OF WIGHT COUNTY, VIRGINIA

LESSEE
Isle of Wight County Historical Society

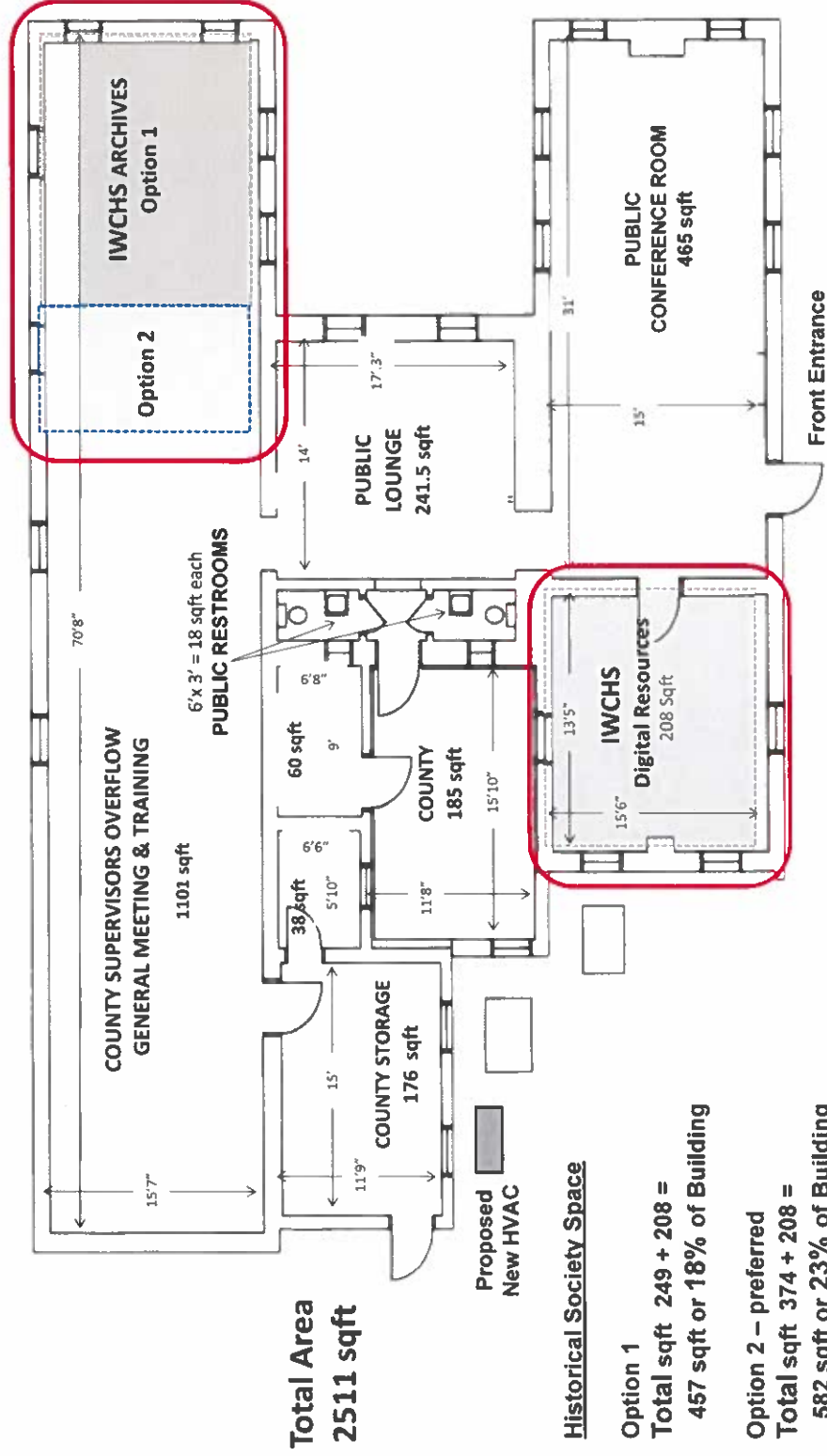
Randy R. Keaton
County Administrator

APPROVED AS TO FORM:

Robert W. Jones, Jr., County Attorney

APPENDIX A
OLD CLERK'S OFFICE
FLOOR PLAN WITH APPROXIMATE DIMENSIONS AND SQ. FT. OF INDICATED AREAS

APPENDIX A -- Old Clerk's Office



APPENDIX B
SPECIFICATIONS FOR ALTERATIONS AND REPAIRS IN ARTICLE VI

1. Document Storage Area shall have dedicated HVAC comparable in performance to quotation provided from Atlantic Shores Heating and Cooling.

Requirements for the installation include the following:

- stable cooling and heating in this area of about 500 sq. ft. so that room ambient temperatures can be maintained at no more than 70°F with stable relative humidity within the range 30% to 45% for room temperatures between 60 to 70°F
- a single 3x3 cassette-style air handler and Diuser grille in the drop-ceiling.
- a Trane/Mitsubishi Mini-Split Heat outdoor unit with new base pad.
- refrigerant lines that run through ceilings to the requested area near existing equipment, as indicated by "Proposed New HVAC Unit" exterior to the floor plan in Appendix A.
- a wired thermostat
- a drain line exiting the building closest to the air handler as discussed
- outdoor unit Model # TRUZA0121KA70NA
- indoor unit Model # TPLA0A0121EA70A
- Diuser Grille Model # TLP-41EAEU
- Wired Thermostat Model # TAR-40MAAU
- Landlord to provide for electrical circuit to the outdoor unit.
- OPTIONAL Kumo Cloud Wireless Interface for Wi-Fi controllability --- add \$100
This is not required by the Lessee.
- HVAC vendor shall provide Lessee an option to purchase a service/maintenance agreement, acceptable to Lessee, within sixty (60) days of installation.
- Lessee reserves the right to use the vendor of its choice for any service, maintenance or repairs

2. Wall and cosmetic renovations for the Document Storage Area (called IWCHS ARCHIVES in Appendix A) and the Office Area (called "IWCHS Digital Resources" in Appendix A) shall include:

- LED Luminaires on the ceiling or in drop-ceiling panels shall provide about 70 to 100 footcandles of general illumination over the work area outside the document storage shelving; these lights are to be controlled by a wall mounted switch. Lighting over the storage shelving area shall be switched separately with no more than about 5 fc of spill light falls over the storage shelving area from the general illumination in the work area. The moveable blinds should be functional so that light from the four windows in and adjacent to the storage shelves can be shut at the discretion of Lessee.
- Provide 120 VAC outlets with 4 receptacles per junction box that are spaced around the work areas of these rooms roughly every 6 feet.
- Ethernet cable receptacles to provide "broadband" internet access shall be similarly spaced around these rooms.
- Other cosmetic details may be as proposed by Landlord for consistency with other areas of this "Old Clerk's Office" space.

ISSUE:

Consideration of Lease of County Owned Land Located on Great Springs Road

BACKGROUND:

The County has previously lease approximately 13.7 acres of agricultural to Stallings Farms. The proprietor has decided to retire and did not renew the lease. Oliver Farms LLC had been tending the land for Stallings Farms and has proposed to lease the land for a three-year term at \$1,096 per year (\$80/acre).

The Board is required to hold a public hearing prior to leasing the property.

BUDGETARY IMPACT:

Acceptance of the offer will increase revenues to the General Fund.

RECOMMENDATION:

After the public hearing, authorize execution of the lease agreement with Oliver Farms LLC.

ATTACHMENTS:

Description	Type	Upload Date
Lease Agreement	Backup Material	11/22/2021

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this ____ day of _____, 2021, by and between the **ISLE OF WIGHT COUNTY, VIRGINIA**, owner, Grantor, herein referred to as “Landlord” and **OLIVER FARMS, LLC** of 18222 Longview Drive, Smithfield, VA, 23430 , Grantee, herein referred to as “Tenant”.

WITNESSETH:

That for and in consideration of the mutual covenants contained herein, the Landlord and Tenant hereby covenant and agree as follows:

PREMISES and TERM

Landlord agrees to lease to Tenant the hereinafter described premises solely for the purpose or purposes specified herein, and subject to the terms and conditions herein set forth for a term to commence on the 1st day of January, 2022, and to end on the 31st day of December, 2024:

Approximately 13.7 acres of farmland as is more specifically set forth in Exhibit A, reference to which is hereby made for a more complete description of the property to be used by the Tenant, said property being a portion of Tax Map Parcel Number 21-01-083

Tenant shall cultivate approximately 13.7 acres of the premises. Tenant shall not cultivate or otherwise disturb the residual of the premises.

RENT

In addition to the obligations and covenants contained herein, the Tenant agrees to pay to the Landlord the total sum of One Thousand Ninety-six Dollars and No Cents

(\$1,096.00) per year, which shall be due and payable upon execution of this lease and on the same date for each subsequent year.

RIGHT OF ENTRY

The Landlord reserves the right for itself, its agents, employees, and assigns to enter upon the premises at any reasonable time to consult with the Tenant; to make repairs, improvements, and inspections; and, after notice of termination of this Lease has been given, to plow, seed, fertilize, or perform such customary seasonal work, none of which shall interfere with the Tenant's farming operations. In doing so, Landlord shall not interfere with the Tenant's farming operations. In the event that Landlord terminates this Lease in order to develop the Premises as contemplated by the Landlord and such termination would result in the loss of Tenant's crop, Landlord agrees to compensate the Tenant for such crop loss at the then current market rate.

CONTINUOUS OCCUPANCY

The Tenant agrees that he or his agent will possess and occupy the farm continuously during the Term of this Lease.

TRANSFER OF PREMISES

If the Landlord should sell, devise, or otherwise transfer the title to the premises, such transfer shall be subject to the provisions of this Lease. However, such transfer shall constitute notice of termination effective at the end of the Lease year in which the title is transferred.

HUNTING AND FISHING PRIVILEGES

Tenant shall not permit the hunting of any animals or the discharge of any firearms on the premises without the Landlord's prior written consent. Tenant shall maintain "No Hunting or Fishing" signs around the perimeter of the property. Tenant shall not permit anyone, including Tenant, to fish in any ponds on the property.

GENERAL MAINTENANCE

Tenant shall maintain the premises in as good condition as the same are now, normal wear and tear and depreciation and damage from causes beyond the Tenant's control excepted.

SPECIFIC MAINTENANCE

The Tenant shall keep all ditches, banks and fencerows, and the roadsides adjoining the premises free and clear of weeds and brush. The Tenant agrees to mow the ditch banks, fence rows, and road sides once in June and once between August 15 and September 1, and as may be further necessary to keep the premises free and clear of weeds; and Tenant agrees to keep all weeds from growing and maturing in the pastures and in cultivated crops.

HUSBANDRY

The Tenant shall cultivate, fertilize, and manage the premises in a good husband like manner, according to the most recently approved course of husbandry in order to conserve the premises.

CROPPING PRACTICES

The Tenant shall **NOT**, without the prior written consent of the Landlord, do any of the following:

1. Plow permanent pasture or meadowland.
2. Cut live trees for sale or personal uses but will take for personal use only the dead or unmarketable timber designated by the Landlord.
3. Plant crops within two (2) feet of any ditchbank.
4. Plant legumes on the premises that are not properly inoculated.

CONSERVATION PRACTICES

The Tenant will control soil erosion as completely as practicable.

CONSERVATION STRUCTURES

The Tenant will keep in good repair all terraces, open ditches, and inlets and outlets of tile drains, preserve all established watercourses or ditches, including grass waterways, and the Tenant shall further refrain from any operation or practice that will injure them. The Tenant will keep in good repair all ponds and pond dams, if any.

PESTICIDES AND HAZARDOUS MATERIALS

The Tenant shall follow all Environmental Protection Agency and other applicable governmental regulations and guidelines, as to the labeling, use, storage and disposal of fungicides, herbicides, pesticides, and fertilizers. The Tenant shall not allow any hazardous waste, including, but not limited to, petroleum waste products, to be stored, used, or placed on or in the premises or in or near any adjoining waterways. The Tenant shall immediately notify the Landlord in the event of spillage or leakage of any

fungicide, herbicide, pesticide, fertilizer, petroleum produce, or hazardous substance, material, or waste on the premises. The Tenant shall not place any underground or aboveground storage tanks or containments on the property.

In the event of the spillage or leakage of any fungicides, herbicides, pesticides, fertilizers, petroleum products, or hazardous materials, substances, or waste on the property caused by the Tenant or the Tenant's employees, agents, or invitees, the Tenant shall immediately clean up said spillage or leakage and restore the premises to its prior condition at his own expense.

GOVERNMENT PROGRAMS

The premises will be operated in compliance with all State and Federal government programs.

GOVERNMENT RULES AND REGULATIONS

The Tenant shall comply with all applicable local, state, and federal laws and rules and regulations governing livestock and farming operations. The Tenant shall not permit the premises to be used for illegal activities.

FIRE PROTECTION

The Tenant shall not house any tractors, automobiles, or trucks without the prior written consent of the Landlord. No abandoned or inoperable motor vehicles shall be brought to or stored upon the premises. All combustible materials will be properly stored by the Tenant.

MATERIAL AND LABOR

Unless otherwise specified herein, all expenses for materials and/or labor incurred in the farming of the premises and the fulfillment of the terms of this Lease shall be the sole responsibility of the Tenant.

LIENS

The Tenant shall keep the crops grown on the premises during the term of this Lease free from all liens and encumbrances with the exception of the following: to secure the purchase of seed sown on the premises and fertilizers and herbicides applied thereto; the purchase by the Tenant of livestock to be kept upon the premises; and those running in favor of the Landlord.

ASSIGNMENT AND SUBLETTING

This Lease shall not be sold, assigned, or in any manner transferred or encumbered by the Tenant, nor shall the premises or any part thereof be sublet, without the Landlord's prior written consent.

DEFAULT

The Tenant agrees that if he fails to observe or perform any of the conditions or covenants on his part to be observed or performed, and such default continues for fifteen (15) days after the receipt of a written notice from the Landlord, or Landlord's attorney, such written notice to be mailed by registered mail to Tenant at the address provided above, the Landlord shall have the right to declare this Lease terminated, and upon so declaring the Landlord shall have the right to immediately enter and possess the premises.

TAXES

The Landlord shall pay all local real estate taxes due on the premises.

NO PARTNERSHIP

This Lease agreement shall not be deemed to give rise to a partnership or joint venture, and neither party shall have the authority to obligate the other without the other's written consent.

TERMINATION

Except as otherwise provided herein, the Landlord shall have the right to notify Tenant of its intent to terminate this Lease at any time prior to October 1st of the calendar year in which this Lease is effective. In the event that such termination is to take effect prior to the harvesting of a crop growing at the time of giving notice, the Tenant shall have the right to re-enter and tend and harvest such crop.

RETURN OF LAND TO ORIGINAL CONDITION

Upon the termination of this Lease for any reason whatsoever the Tenant shall return the land to its original condition, including, but not limited to, where necessary, liming, fertilizing, and sowing in small grain or hay as the Landlord may require. Further, the Tenant shall not prohibit, in any manner, the entry upon the land by any future tenant(s) for the sole purpose of taking necessary soil samples.

RENEWAL

Any renewal of this Lease agreement must be upon prior application of the Tenant made in writing to the Landlord not later than six (6) months before the date of

termination. The terms of any renewal lease shall be subject to renegotiation and the terms of this Lease shall not carry-over to any renewal unless expressly so provided.

Failure of the Tenant to apply for renewal shall be deemed notice of intent to vacate at the end of the Lease term.

SUBORDINATION OF LEASE

This Lease and Tenant's leasehold interest hereunder are and shall be subject, subordinate to, and inferior to any lien or encumbrance now or hereafter placed on the premises by the Landlord, all advances made under any such lien or encumbrance, the interest payable on any such lien or encumbrance, and any and all renewals or extensions of such liens or encumbrances.

INDEMNIFICATION

The Tenant shall assume all liability for any injury or damage to persons or property that may arise on or about the premises, or caused by any animal escaping from the premises, due to the breach of any of the terms or conditions of this Lease by the Tenant, or by the negligence of the Tenant or his employees, agents, or subcontractors. The Tenant shall indemnify the Landlord against all claims filed or made by parties so injured or damaged, and shall reimburse the Landlord for any legal fees and/or costs incurred in defense of any such claim.

INSURANCE

Tenant, at Tenant's sole expense, shall procure and maintain during the full term of this License such insurance as is generally required for farming operations with an insurance company satisfactory to Landlord and naming the Landlord as an additional

insured. A Certificate of Insurance evidencing such coverage shall be provided to Landlord and the Certificate of Insurance shall provide for a thirty (30) day advance notice of cancellation or material change to be given to Landlord.

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed in duplicate, each of which shall for all purposes be deemed an original, by their duly authorized agents on the day and year first herein above set forth.

Isle of Wight County, Virginia
(Landlord)

Oliver Farms LLCI
(Tenant)

By: _____

Its: Chairman

Date: _____

By: _____

Its: _____

Date: _____

Approved as to Form:

By: _____

Robert W. Jones, Jr., County Attorney

Exhibit
"A"

13.7 AC
Lease Area



ISSUE:

Staff Update on Hardy Water Tank Bids

BACKGROUND:

Staff will provide an update relative to the bids received for the water tank project adjacent to Hardy Elementary School.

Based on a Preliminary Engineering Report the anticipated costs for the water tank project were estimated to be \$1.6 million; however, the lowest bid recently received is over \$2.3 million not including sitework.

BUDGETARY IMPACT:

TBD

RECOMMENDATION:

For the Board's information and discussion.

ISSUE:

State and Local Fiscal Recovery Funds (SLFRF) through the American Recovery Plan Act (ARPA)

BACKGROUND:

Isle of Wight County Public Utilities anticipates receiving an additional \$52,873 in federal State and Local Fiscal Recovery Funds (SLFRF) through the American Recovery Plan Act (ARPA) for the COVID-19 ARPA SLFRF Municipal Utility Assistance Program. The County's award must be used to provide direct assistance to residential municipal utility customers of Isle of Wight County Public Utilities with arrearages greater than 60 days for the time period between March 12, 2020, and August 31, 2021.

Additionally, the Towns of Smithfield and Windsor received utility assistance funds and are required to work in cooperation with the County to disperse the funds.

BUDGETARY IMPACT:

There is no local match required for the grant.

RECOMMENDATION:

For the Board's information.

BACKGROUND:

The matters attached to this Board report are included as a means of providing information to the Board relative to matters of interest. These items do not require any action by the Board.

BUDGETARY IMPACT:

None

RECOMMENDATION:

For the Board's information.

ATTACHMENTS:

Description	Type	Upload Date
Delinquent Tax Collections - October 2021	Backup Material	11/22/2021
Delinquent Tax Collections - November 2021	Backup Material	12/9/2021
Cash Position - October 2021	Backup Material	12/6/2021
Statement of Treasurers Accountability - October 2021	Backup Material	12/6/2021
Website Statistics - November 2021	Backup Material	12/6/2021

COUNTY OF ISLE OF WIGHT

TAX BILLINGS & COLLECTIONS AS OF OCTOBER 2021

REAL ESTATE

TAX YEAR	TAX LEVY	SUPPLEMENTS	PUBLIC SERVICE	ADJUSTMENTS & ABATEMENTS	TOTAL TAX LEVIES	TAX COLLECTED	TAX OUTSTDG.	% COLLECTED	% UNC.
Prior 2015					\$ 145,377,199.78	\$ 145,374,936.55	\$ 2,263.23	100.00%	0.00%
2015-2016	\$ 36,001,746.53	\$ 252,305.40	\$ 1,286,485.55	\$ (713,176.92)	\$ 36,827,360.56	\$ 36,825,321.45	\$ 2,039.11	99.99%	0.01%
2016-2017	\$ 36,430,832.13	\$ 320,664.51	\$ 1,450,155.11	\$ (699,651.18)	\$ 37,502,000.57	\$ 37,497,430.87	\$ 4,569.70	99.99%	0.01%
2017-2018	\$ 37,210,991.03	\$ 221,802.41	\$ 1,499,216.98	\$ (790,813.95)	\$ 38,141,196.47	\$ 38,132,792.02	\$ 8,404.45	99.98%	0.02%
2018-2019	\$ 37,640,722.98	\$ 240,975.19	\$ 1,395,368.74	\$ (913,082.94)	\$ 38,363,983.97	\$ 38,345,631.98	\$ 18,351.99	99.95%	0.05%
2019-2020	\$ 39,703,728.23	\$ 233,017.88	\$ 1,455,114.04	\$ (1,125,369.63)	\$ 40,266,490.52	\$ 40,195,276.78	\$ 71,213.74	99.82%	0.18%
2020-2021	\$ 40,264,498.73	\$ 363,516.84	\$ 1,637,435.57	\$ (1,233,444.57)	\$ 41,032,006.57	\$ 40,631,410.03	\$ 400,596.54	99.02%	0.98%
Note	DELINQUENT REAL ESTATE =						\$ 507,438.76	99.87%	0.17%

2021 RE Prepay - \$1,343,228.70

PERSONAL PROPERTY

TAX YEAR	TAX LEVY	SUPPLEMENTS	PUBLIC SERVICE	ADJUSTMENTS & ABATEMENTS	TOTAL TAX LEVIES	TAX COLLECTED	TAX OUTSTDG.	% COLLECTED	% UNC.
prior 2015					\$ 133,391,155.48	\$ 133,381,294.35	\$ 9,861.13	99.99%	0.01%
2016	\$ 13,507,039.33	\$ 1,380,743.87	\$ 33,805.90	\$ (1,076,433.20)	\$ 13,845,155.90	\$ 13,801,386.25	\$ 43,769.65	99.68%	0.32%
LIC. FEE	\$ 922,063.00	\$ 172,022.00	\$ -	\$ (48,600.00)	\$ 1,045,485.00	\$ 1,036,493.70	\$ 8,991.30	99.14%	0.86%
2017	\$ 20,526,995.84	\$ 1,403,829.87	\$ 30,862.41	\$ (2,391,073.94)	\$ 19,570,614.18	\$ 19,513,189.69	\$ 57,424.49	99.71%	0.29%
LIC. FEE	\$ 953,161.00	\$ 175,816.00	\$ -	\$ (50,184.00)	\$ 1,078,793.00	\$ 1,066,216.71	\$ 12,576.29	98.83%	1.17%
2018	\$ 14,385,655.01	\$ 1,442,582.21	\$ 29,880.46	\$ (1,094,513.49)	\$ 14,763,604.19	\$ 14,685,357.86	\$ 78,246.33	99.47%	0.53%
LIC. FEE	\$ 995,518.00	\$ 172,297.00	\$ -	\$ (89,675.00)	\$ 1,078,140.00	\$ 1,061,928.13	\$ 16,211.87	98.50%	1.50%
2019	\$ 15,920,628.76	\$ 1,439,456.67	\$ 38,859.89	\$ (1,035,143.88)	\$ 16,363,801.44	\$ 16,192,257.99	\$ 171,543.45	98.95%	1.05%
LIC. FEE	\$ 986,732.00	\$ 153,940.00	\$ -	\$ (44,611.00)	\$ 1,096,061.00	\$ 1,066,952.30	\$ 29,108.70	97.34%	2.66%
2020	\$ 16,352,666.74	\$ 1,383,944.23	\$ 38,691.28	\$ (964,465.20)	\$ 16,810,837.05	\$ 16,484,221.47	\$ 326,615.58	98.06%	1.94%
LIC. FEE	\$ 942,740.00	\$ 129,367.00	\$ -	\$ (25,609.00)	\$ 1,046,498.00	\$ 994,440.79	\$ 52,057.21	95.03%	4.97%
2021	\$ 9,214,593.51	\$ 408,972.91	\$ -	\$ (1,126,379.45)	\$ 8,497,186.97	\$ 6,207,778.77	\$ 2,289,408.20	73.06%	26.94%
LIC. FEE	\$ 959,443.00	\$ 113,776.00	\$ -	\$ (25,409.00)	\$ 1,047,810.00	\$ 831,347.45	\$ 216,462.55	79.34%	20.66%

Notes:

Tax collected towards 2nd installment \$741,620.21

DELINQUENT PERSONAL PROP. = \$ 3,312,276.75 98.56% 1.44%
TOTAL DELINQUENT= \$ **3,819,715.51** 99.37% 0.67%

COUNTY OF ISLE OF WIGHT

TAX BILLINGS & COLLECTIONS AS OF NOVEMBER 2021

REAL ESTATE

TAX YEAR	TAX LEVY	SUPPLEMENTS	PUBLIC SERVICE	ADJUSTMENTS & ABATEMENTS	TOTAL TAX LEVIES	TAX COLLECTED	TAX OUTSTDG.	% COLLECTED	% UNC.
Prior 2015					\$ 145,377,199.78	\$ 145,374,936.55	\$ 2,263.23	100.00%	0.00%
2015-2016	\$ 36,001,746.53	\$ 252,305.40	\$ 1,286,485.55	\$ (713,176.92)	\$ 36,827,360.56	\$ 36,825,604.89	\$ 1,755.67	100.00%	0.00%
2016-2017	\$ 36,430,832.13	\$ 321,053.81	\$ 1,450,155.11	\$ (699,651.18)	\$ 37,502,389.87	\$ 37,498,070.92	\$ 4,318.95	99.99%	0.01%
2017-2018	\$ 37,210,991.03	\$ 222,191.71	\$ 1,499,216.98	\$ (790,813.95)	\$ 38,141,585.77	\$ 38,133,432.07	\$ 8,153.70	99.98%	0.02%
2018-2019	\$ 37,640,722.98	\$ 241,364.49	\$ 1,395,368.74	\$ (913,167.94)	\$ 38,364,288.27	\$ 38,346,469.51	\$ 17,818.76	99.95%	0.05%
2019-2020	\$ 39,703,728.23	\$ 233,441.18	\$ 1,455,114.04	\$ (1,125,977.10)	\$ 40,266,306.35	\$ 40,202,015.03	\$ 64,291.32	99.84%	0.16%
2020-2021	\$ 40,264,498.73	\$ 363,940.14	\$ 1,637,435.57	\$ (1,235,509.85)	\$ 41,030,364.59	\$ 40,677,765.27	\$ 352,599.32	99.14%	0.86%
Note	DELINQUENT REAL ESTATE =						\$ 451,200.95	99.88%	0.15%

2021 RE Prepay - \$14,074,821.48

PERSONAL PROPERTY

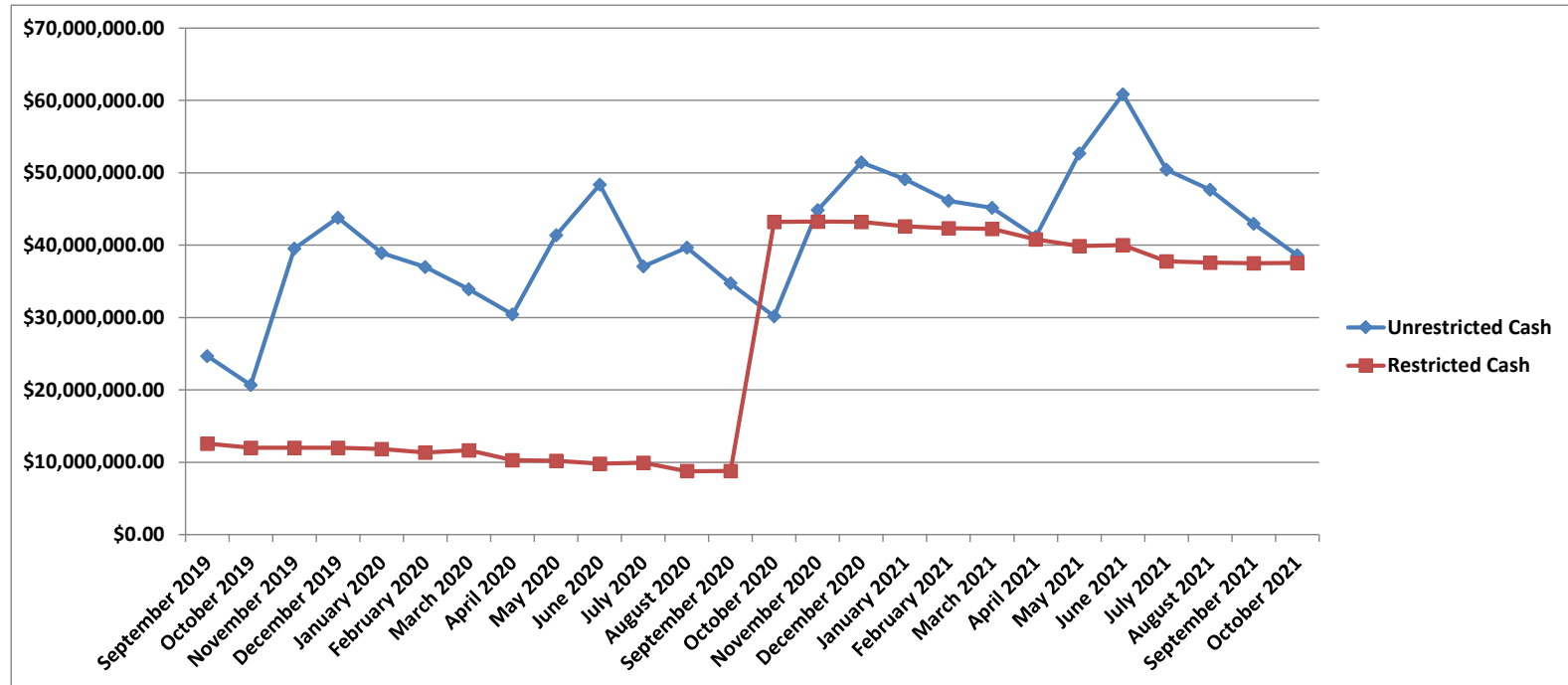
TAX YEAR	TAX LEVY	SUPPLEMENTS	PUBLIC SERVICE	ADJUSTMENTS & ABATEMENTS	TOTAL TAX LEVIES	TAX COLLECTED	TAX OUTSTDG.	% COLLECTED	% UNC.
prior 2015					\$ 133,391,155.48	\$ 133,381,294.35	\$ 9,861.13	99.99%	0.01%
2016	\$ 13,507,039.33	\$ 1,380,743.87	\$ 33,805.90	\$ (1,076,562.99)	\$ 13,845,026.11	\$ 13,801,532.22	\$ 43,493.89	99.69%	0.31%
LIC. FEE	\$ 922,063.00	\$ 172,022.00	\$ -	\$ (48,600.00)	\$ 1,045,485.00	\$ 1,036,559.70	\$ 8,925.30	99.15%	0.85%
2017	\$ 20,526,995.84	\$ 1,403,829.87	\$ 30,862.41	\$ (2,391,073.94)	\$ 19,570,614.18	\$ 19,514,199.62	\$ 56,414.56	99.71%	0.29%
LIC. FEE	\$ 953,161.00	\$ 175,816.00	\$ -	\$ (50,184.00)	\$ 1,078,793.00	\$ 1,066,421.66	\$ 12,371.34	98.85%	1.15%
2018	\$ 14,385,655.01	\$ 1,442,629.33	\$ 29,880.46	\$ (1,094,735.72)	\$ 14,763,429.08	\$ 14,686,203.95	\$ 77,225.13	99.48%	0.52%
LIC. FEE	\$ 995,518.00	\$ 172,297.00	\$ -	\$ (89,675.00)	\$ 1,078,140.00	\$ 1,062,153.75	\$ 15,986.25	98.52%	1.48%
2019	\$ 15,920,628.76	\$ 1,439,539.68	\$ 38,859.89	\$ (1,040,281.72)	\$ 16,358,746.61	\$ 16,211,440.06	\$ 147,306.55	99.10%	0.90%
LIC. FEE	\$ 986,732.00	\$ 153,940.00	\$ -	\$ (44,611.00)	\$ 1,096,061.00	\$ 1,069,186.62	\$ 26,874.38	97.55%	2.45%
2020	\$ 16,352,666.74	\$ 1,386,524.87	\$ 38,691.28	\$ (971,850.64)	\$ 16,806,032.25	\$ 16,510,460.21	\$ 295,572.04	98.24%	1.76%
LIC. FEE	\$ 942,740.00	\$ 130,027.00	\$ -	\$ (25,408.00)	\$ 1,047,359.00	\$ 998,349.21	\$ 49,009.79	95.32%	4.68%
2021	\$ 9,214,593.51	\$ 422,383.38	\$ -	\$ (341,993.78)	\$ 9,294,983.11	\$ 8,779,969.69	\$ 515,013.42	94.46%	5.54%
LIC. FEE	\$ 959,443.00	\$ 144,178.00	\$ -	\$ (26,645.00)	\$ 1,076,976.00	\$ 875,697.27	\$ 201,278.73	81.31%	18.69%

Notes:

Tax collected towards 2nd installment \$3,154,841.66

DELINQUENT PERSONAL PROP. = \$ 1,459,332.51 99.37% 0.63%
TOTAL DELINQUENT= \$ 1,910,533.46 99.69% 0.34%

CASH POSITION



COUNTY OF ISLE OF WIGHT



STATEMENT OF THE TREASURER'S ACCOUNTABILITY

October 2021

<u>Institution</u>	<u>Instrument</u>	<u>Rate</u>	<u>Earnings Credit</u>	<u>Balance</u>	<u>Previous Year Balance</u>
Cash					
	Petty Cash			\$2,050.00	\$2,050.00
SUB TOTAL					
Checking Accounts					
Bank of America	General Fund Checking		0.20%	\$5,932,559.97	\$605,741.25
Bank of America	School General Fund Checking		0.20%	\$5,549,630.57	\$5,602,533.14
Bank of America	DSS General Fund Checking		0.20%	\$2,552,710.04	\$2,414,030.62
Bank of America	County Payroll Account		0.20%	\$80,189.75	\$79,216.77
Bank of America	School Payroll Account		0.20%	\$0.00	\$0.00
Bank of America	DSS Payroll Account		0.20%	\$0.00	\$233.34
SUB TOTAL				<u>\$14,115,090.33</u>	<u>\$8,701,755.12</u>
Investments					
Bank of America	Emergency Fund Checking	0.18%		\$2,599.73	\$2,595.05
LGIP	General Fund Investment	0.06%		\$4,152,879.80	\$4,149,129.57
VIP	VIP Long Term	0.07%		\$81,201.24	\$81,447.54
VIP	VIP Short Term	0.07%		\$20,243,940.28	\$17,220,133.14
SUB TOTAL				<u>\$24,480,621.05</u>	<u>\$21,453,305.30</u>
Restricted Funds					
Bank of America	School Escrow Fund	0.18%		\$0.00	\$0.30
Bank of America	General Recoupment Funds	0.18%		\$28,103.95	\$17,231.81
Bank of America	Special Welfare Funds	0.18%		\$0.00	\$0.00
Bank of America	Special Welfare Donated Funds	0.18%		\$9,545.34	\$13,304.32
Bank of America	Special Welfare Child Support	0.19%		\$20.88	\$51.01
Bank of America	School's Camp Foundation	0.18%		\$24,888.64	\$24,843.91
Farmers Bank	School Food Service Funds	0.20%		\$687,941.82	\$660,140.29
BNY Mellon	Pace Funds			\$2,988,728.42	\$3,244,194.50
Bank of America	County Escrow Fund	0.18%		\$3,220.84	\$0.00
SUB TOTAL				<u>\$3,742,449.89</u>	<u>\$3,959,766.14</u>
Bond Proceeds--Invested in SNAP					
	2010B Bond Interest	0.06%		\$0.00	\$32.81
	2010C Bond Interest	0.06%		\$0.00	\$35.79
	2011A Bond Interest			\$0.00	\$41.85

	2011B Bond Interest	0.06%		\$0.00	\$20.77
	2012 Bond			\$0.00	\$1,290,336.58
	2012 Bond Interest	0.06%		\$0.00	\$113,865.86
	2012 Public UtilityBond			\$1,911,140.97	\$2,379,391.04
	2012 Public Utility Bond Interest	0.06%		\$332,637.63	\$330,117.30
	2016 Bond			\$359,739.15	\$414,890.34
	2016 Bond Interest	0.06%		\$200,104.35	\$199,496.35
	2017 Bond			\$0.00	\$0.00
	2017 Bond Interest	0.06%		\$0.00	\$28.35
	2020A Bond			\$30,969,027.96	\$34,532,327.41
	2020A Bond Interest	0.06%		\$36,192.66	\$845.69
<u>SUB TOTAL</u>				<u>\$33,808,842.72</u>	<u>\$39,261,430.14</u>
<u>TOTAL OF ALL FUNDS</u>				<u>\$76,149,053.99</u>	<u>\$73,378,306.70</u>

Isle of Wight Website Stats (1 - 30 November 2021)

Page	Rank	Pageviews	Unique Pageviews	Avg. Time on Page	Entrances	Bounce Rate	% Exit
/county_home_page	1	9,418	7,458	0:01:40	6,997	40.62%	39.81%
/i_want_to_pay_for/index.php	2	2,356	1,285	0:00:33	69	37.68%	9.80%
/government/treasurer/making_a_payment.php	3	2,245	1,611	0:03:27	377	57.56%	56.30%
/our_services/animal_services/index.php	4	1,874	1,364	0:01:13	1,166	54.63%	49.79%
/government/commissioner_of_the_revenue/real_estate_assessment	5	1,576	1,228	0:03:06	911	70.03%	64.21%
/departments/information_technology/mapping_and_gis.php	6	1,540	1,181	0:02:21	814	64.00%	59.42%
/our_community/farmers_market/index.php	7	1,516	1,304	0:02:30	1,293	82.37%	80.47%
/our_services/voter_registration/polling_places_in_isle_of_wight_cou	8	1,215	955	0:02:01	877	56.56%	53.33%
/departments/public_utilities/making_payments.php	9	1,057	866	0:03:07	275	70.91%	65.37%
/our_services/permits/index.php	10	939	715	0:00:58	153	40.52%	22.47%
/our_services/voter_registration/voter_information.php	11	929	821	0:02:20	654	62.54%	60.93%
/government/commissioner_of_the_revenue/index.php	12	865	652	0:00:49	96	36.46%	15.26%
/departments/human_resources/index.php	13	752	628	0:02:02	167	73.05%	66.22%
/departments/index.php	14	700	534	0:00:40	169	19.53%	13.43%
/departments/solid_waste/refuse_and_recycling_centers.php	15	607	560	0:04:49	535	86.54%	85.34%
/government/clerk_of_the_circuit_court/index.php	16	574	430	0:01:47	260	49.23%	39.02%
/our_services/voter_registration/sample_ballots_november_2_genera	17	567	499	0:04:47	318	80.50%	74.96%
/departments/parks_and_recreation/index.php	18	545	439	0:01:42	269	56.51%	46.24%
/i_want_to/index.php	19	538	410	0:00:36	14	35.71%	14.50%
/index.php	20	538	435	0:01:07	38	44.74%	24.54%
/government/commissioner_of_the_revenue/real_estate.php	21	498	353	0:00:18	20	25.00%	5.42%
/government/treasurer/personal_property_tax_information.php	22	471	383	0:01:21	299	43.48%	39.92%
/government/treasurer/real_estate_tax.php	23	433	328	0:01:00	238	36.55%	29.56%
/our_services/index.php	24	379	304	0:00:28	43	51.16%	24.01%
/departments/public_utilities/index.php	25	360	277	0:01:10	172	43.60%	33.06%
/government/county_board_of_supervisors/board_of_supervisors_ag	26	348	245	0:01:33	92	61.96%	46.84%
/departments/budget_and_finance/rfps_and_ifbs.php	27	323	283	0:00:46	254	89.37%	76.47%
/government/index.php	28	314	228	0:00:34	31	22.58%	10.19%
/government/commissioner_of_the_revenue/personal_property_tax_	29	312	258	0:02:01	42	61.90%	27.56%
/departments/building_inspections/online_inspection_requests_and_t	30	306	274	0:04:24	160	82.50%	80.72%

ISSUE:

Consideration of Adoption of the Proposed Redistricting Map

BACKGROUND:

After holding a public at its regular meeting on November 18, 2021, the Board held a work session with the Redistricting Task Force on November 22, 2021 to review and discuss several adjustments to the map previously recommended by the Task Force. By consensus a map chosen for further consideration that addressed previously identified areas of concern and the incumbency of newly appointed School Board members.

At its meeting on October 6, 2021, the Redistricting Task Force adopted a map for presentation to the Board of Supervisors in an effort to propose election districts that, as nearly as is practicable, provide fair and effective representation for all citizens of the County, including racial, ethnic, and language minorities, in a transparent process, in conformance with the requirements of the Constitutions of the United States and Virginia, as well as State and Federal law.

BUDGETARY IMPACT:

None.

RECOMMENDATION:

Adopt a map for the redrawn election districts for Isle of Wight County.

ATTACHMENTS:

Description	Type	Upload Date
Redistricting Ordinance	Ordinance	12/6/2021
Proposed Redistricting Map	Backup Material	11/12/2021

ORDINANCE TO AMEND AND REENACT
THE ISLE OF WIGHT COUNTY CODE
BY AMENDING AND REENACTING
CHAPTER 5. ELECTIONS.

WHEREAS, Article 1, Section 2 of the United States Constitution mandates that a full accounting of all United States citizens take place every ten (10) years; and

WHEREAS, Article VII, Section 5 of the Virginia Constitution and Section 24.1-304.1 of the Code of Virginia, 1950, as amended, requires Isle of Wight County in 2021 to reapportion representation among its election districts; and

WHEREAS, Article VII, Section 5 of the Virginia Constitution and Section 24.1-304.1 of the Code of Virginia, 1950, as amended, requires that such districts shall be composed of contiguous and compact territory and shall be so constituted as to give, as nearly as is practicable, representation in proportion to the population of the district; and

WHEREAS, §24.1-304.1 of the Code of Virginia, 1950, as amended, requires Isle of Wight County to use the most recent decennial population figures for the County from the United States Bureau of the Census in the reapportionment of such districts; and

WHEREAS, the 2020 decennial census has indicated a 9.5% increase in Isle of Wight County's population, which now requires the County to adjust its voting districts in conformance with the requirements of the Constitutions of the United States and Virginia, as well as state and federal law.

NOW, THEREFORE, BE IT ORDAINED by the Isle of Wight County Board of Supervisors, Virginia, that the following sections of Chapter 5. Elections. are hereby amended and reenacted as follows:

Sec. 5-7. Enumerated.

The election districts with populations set forth are as follows:

District 1	7613
District 2	7581
District 3	7614
District 4	8035
District 5	7952

(6-24-71, § 2; 5-20-81, § 2; 5-3-01, § 2; Ord. No. 2011-7-C, 4-21-11; 5-21-15, 12-9-21.)

Sec. 5-8. Boundaries.

The boundaries of the respective election districts are as set forth below:

- (a) District 1. Beginning at the intersection of U.S. Route 58 Business and the Blackwater River, the boundary line between Southampton County and Isle of Wight County; thence in a southeasterly direction down the Blackwater River, along the boundary line between Southampton County and Isle of Wight County to the intersection of the boundary line with the boundary line of Isle of Wight County and the City of Suffolk; thence in a northeasterly direction along the boundary line between Isle of Wight County and the City of Suffolk to the intersection of State Route 609 and the boundary line of Isle of Wight County and the City of Suffolk; thence in a northwesterly direction along State Route 609 to the intersection of State Route 609 and State Route 603; thence in a easterly direction along State Route 603 to the intersection of State Route 603 and State Route 657; thence in a northerly direction along State Route 657 to the intersection of State Route 657, U.S. Route 460 and State Route 638; thence in a northeasterly direction along State Route 638 to the intersection of State Route 638 and State Route 258; thence in a southeasterly direction a distance of approximately 1800 feet along State Route 258 to the intersection of State Route 258 and a private lane; thence in a northeasterly direction approximately 2.5 mile along said private lane to the intersection of said private lane and an electrical transmission line; thence in a southerly direction along said electrical transmission line to the intersection of said electrical transmission line and State Route 600; thence in an easterly direction along State Route 600 to the intersection of State Route 600 and State Route 637; thence in a northwesterly direction along State Route 637 to the intersection of State Route 637 and the run of Nuby Run; thence in a westerly direction along the run of Nuby Run to the intersection of Nuby Run and a private lane; thence in a northeasterly direction along said private lane to the intersection of the private lane and State Route 644; thence in a westerly direction along State Route 644 to the intersection of State Route 644 and U.S. Route 258; thence in a northerly direction along U.S. Route 258 to the intersection of U.S. Route 258 and Jolly Circle; thence in a northeasterly direction along Jolly Circle to the intersection of Jolly Circle and U.S. Route 258; thence in a northeasterly direction along U.S. Route 258 to the intersection of U.S. Route 258 and the Courthouse Mill Pond/Great Swamp; thence in a westerly direction along the run of the Courthouse Mill Pond/Great Swamp and continuing in a northerly direction until intersecting State Route 651; thence in a southerly direction along State Route 651 to the intersection of State Route 651 and a private lane located opposite from 17119 Trump Town Road; thence in a northwesterly direction and then continuing in a southwesterly direction along said private lane to the intersection of said private lane and State Route 637 ; thence in a northwesterly direction along State Route 637 to the intersection of State

Route 637 and Mt. Olive Avenue; thence in a southwesterly direction along Mt. Olive Avenue a distance of approximately 1725 feet; thence in a northwesterly direction approximately 155 feet to the intersection of Maryland Avenue; thence in a northerly direction along Maryland Avenue to the intersection of Maryland Avenue and State Route 637; thence in a northwesterly direction along State Route 637 to the intersection of State Route 637 and State Route 681; thence in a easterly direction along State Route 681 to the intersection of State Route 681 and State Route 682; thence in a easterly direction along State Route 682 to the intersection of State Route 682 and the run of Pouches Swamp; thence in a northerly direction and then turning southwesterly along the run of Pouches Swamp to the intersection of Pouches Swamp and State Route 625; thence in a northwesterly direction along State Route 625 to the intersection of State Route 625 and State Route 623; thence in a easterly direction along State Route 623 to the intersection of State Route 623 and the run of Pouches Swamp; thence in a northeasterly direction along the run of Pouches Swamp to the intersection of Pouches Swamp and State Route 683; thence in a northeasterly direction along State Route 683 to the intersection of State Route 683 and State Route 680; thence in a southeasterly direction along State Route 680 to the intersection of State Route 680 and an electrical transmission line; thence in a southerly direction along said electrical transmission line to the intersection of said electrical transmission line and the run of Stallings Creek; thence in a northeasterly direction along the run of Stallings Creek to the intersection of said Stallings Creek and State Route 680; thence in a easterly direction along State Route 680 to the intersection of State Route 680 and State Route 681; thence in a northeasterly direction along State Route 681 to the intersection of State Route 681 and an electrical transmission line; thence in a southeasterly direction along said electrical transmission line to the intersection of said electrical transmission line and State Route 708; thence in a northerly direction along State Route 708 and continuing along State Route 627 to the intersection of State Route 627, State Route 626 and State Route 678; thence in a northeasterly direction along State Route 678 to the intersection of State Route 678 and the run of Canal Run; thence in a southeasterly direction along the run of Canal Run to the intersection of said Canal Run and State Route 626; thence along State Route 626 to the intersection of State Route 626 and the corporate limit of the Town of Smithfield; thence in a westerly direction along the corporate limit of the Town of Smithfield to the intersection of the corporate limit of the Town of Smithfield and State Route 10; thence in a northerly direction along State Route 10 to the intersection of State Route 10 and the run of Lawson Creek; thence in a northeasterly direction along the run of Lawson Creek to the intersection of the run of Lawson Creek and State Route 10 Business (Old Stage Highway); in a northwesterly direction along State Route 10 Business to the intersection of State Route 10 Business and State Route 10; thence in a northerly direction along State Route 10 to the intersection of State Route 10 and State Route 677; thence in a southerly direction along State Route 677 to the intersection of State Route 677 and State Route 673; thence in a westerly direction along State Route 673 to the intersection of State 673 and a pipe line; thence in a northerly direction along said pipe line to the intersection

of said pipe line and the boundary line of Isle of Wight County and Surry County; thence in a southwesterly direction along the boundary line between Isle of Wight County and Surry County to the intersection of the boundary line between Isle of Wight County, Surry County and Southampton County; thence south along the boundary line of Isle of Wight County and Southampton County (Blackwater River) to the intersection of the boundary line of Isle of Wight County and Southampton County and U.S. Route 58 Business, the point of beginning.

- (b) District 2. Beginning intersection of State Route 644 and U.S. Route 258; thence in a northerly direction along U.S. Route 258 to the intersection of U.S. Route 258 and Jolly Circle; thence in a northeasterly direction along Jolly Circle to the intersection of Jolly Circle and U.S. Route 258; thence in a northeasterly direction along U.S. Route 258 to the intersection of U.S. Route 258 and the Courthouse Mill Pond/Great Swamp; thence in a westerly direction along the run of the Courthouse Mill Pond/Great Swamp and continuing in a northerly direction until intersecting State Route 651; thence in a southerly direction along State Route 651 to the intersection of State Route 651 and a private lane located opposite from 17119 Trump Town Road; thence in a northwesterly direction and then continuing in a southwesterly direction along said private lane to the intersection of said private lane and State Route 637; thence in a northwesterly direction along State Route 637 to the intersection of State Route 637 and Mt. Olive Avenue; thence in a southwesterly direction along Mt. Olive Avenue a distance of approximately 1725 feet; thence in a northwesterly direction approximately 155 feet to the intersection of Maryland Avenue; thence in a northerly direction along Maryland Avenue to the intersection of Maryland Avenue and State Route 637; thence in a northwesterly direction along State Route 637 to the intersection of State Route 637 and State Route 681; thence in a easterly direction along State Route 681 to the intersection of State Route 681 and State Route 682; thence in a easterly direction along State Route 682 to the intersection of State Route 682 and the run of Pouches Swamp; thence in a northerly direction and then turning southwesterly along the run of Pouches Swamp to the intersection of Pouches Swamp and State Route 625; thence in a northwesterly direction along State Route 625 to the intersection of State Route 625 and State Route 623; thence in a easterly direction along State Route 623 to the intersection of State Route 623 and the run of Pouches Swamp; thence in a northeasterly direction along the run of Pouches Swamp to the intersection of Pouches Swamp and State Route 683; thence in a northeasterly direction along State Route 683 to the intersection of State Route 683 and State Route 680; thence in a southeasterly direction along State Route 680 to the intersection of State Route 680 and an electrical transmission line; thence in a southerly direction along said electrical transmission line to the intersection of said electrical transmission line and the run of Stallings Creek; thence in a northeasterly direction along the run of Stallings Creek to the intersection of said Stallings Creek and State Route 680; thence in a northeasterly direction along State Route 681 to the intersection of State Route 681 and an electrical transmission line; thence in a southeasterly direction along said electrical transmission line to the intersection of

said electrical transmission line and State Route 708; thence in a northerly direction along State Route 708 and continuing along State Route 627 to the intersection of State Route 627, State Route 626 and State Route 678; thence in a northeasterly direction along State Route 678 to the intersection of State Route 678 and the run of Canal Run; Thence in a southeasterly direction along the run of Canal Run to the intersection of said Canal Run and State Route 626; thence along State Route 626 to the intersection of State Route 626 and the corporate limit of the Town of Smithfield; thence in a westerly direction along the corporate limit of the Town of Smithfield to the intersection of the corporate limit of the Town of Smithfield and State Route 10; thence in a northerly direction along State Route 10 to the intersection of State Route 10 and the run of Lawson Creek; thence in a northeasterly direction along the run of Lawson Creek to the intersection of the run of Lawson Creek and State Route 10 Business (Old Stage Highway); in a northwesterly direction along State Route 10 Business to the intersection of State Route 10 Business and State Route 10; thence in a northerly direction along State Route 10 to the intersection of State Route 10 and State Route 677; thence in a southerly direction along State Route 677 to the intersection of State Route 677 and State Route 673; thence in a westerly direction along State Route 673 to the intersection of State 673 and a pipe line; thence in a northerly direction along said pipe line to the intersection of said pipe line and he boundary line of Isle of Wight County and Surry County; thence in a northerly direction along the boundary line between Isle of Wight County and Surry County to the intersection of the boundary line between Isle of Wight County, Surry County, James City County and the City of Newport News; thence in a southeasterly direction along the boundary line between Isle of Wight County and the City of Newport News approximately 11.33 miles; thence in a southwesterly direction towards the mouth of the Pagan River approximately 2.19 miles; thence in a northwesterly direction across the mouth of the Pagan River towards the tidal flat of Days Point approximately .72 miles; thence in a southerly direction along the tidal flat of Days Point approximately .95 miles to the intersect of the tidal flat of Days Point and Williams Creek; thence in a northwesterly direction along the run of Williams Creek to the intersection of Williams Creek and a private paved airfield runway (FAA 31 VA); thence in a northerly direction along said private paved airfield runway (FAA 31 VA) for approximately 0.63 miles; thence in a northwesterly direction along a private road to the intersection of said private road and Farm Road; then in a westerly direction along farm road to the intersection of Farm Road, Day Point Road and State Route 673; thence in a westerly direction along State Route 673 to the intersection of State Route 673 and Morgarts Beach Lane; thence in a southerly direction along State Route 673 Road to the intersection of State Route 673 and Gurwen Drive; thence in a westerly direction along State Route 673 to the intersection of State Route 673 and State Route 674; thence in a southerly direction along State Route 674 to the intersection of State Route 674 and State Route 10 Business; thence in a southerly direction along State Route 10 Business to the intersection of State Route 10, the corporate limit of the Town of Smithfield and River Oak Lane; thence in a southeasterly direction along the corporate limit of the Town of Smithfield to the intersection of the corporate limit of

the Town of Smithfield and center point of the Pagan River; thence in a southerly direction and continuing westerly and then northerly along the Pagan River to the intersection of the Pagan River and State Route 10 Business; thence in a southerly direction along State Route 10 Business for approximately .27 miles; thence in a westerly direction between 103 Washington Street and 106 Washington Street to connect with Washington Street to the intersection of Washington Street and James Street; thence in a southeasterly direction along James Street to the intersection of James Street and Grace Street/U.S. 258 ALT; thence in a southwesterly direction along Grace Street/U.S. 258 ALT to the intersection of Grace Street/U.S. 258 ALT and U.S. 258; thence in a northeasterly direction along U.S. 258 Business to the intersection of U.S. 258 Business and Underwood Lane; thence in a southeasterly direction along Underwood Lane to the intersection of Underwood Lane and Cedar Street; thence in a northeasterly direction along Cedar Street to the intersection of Cedar Street and Drummonds Lane; thence in a southeasterly direction along Drummonds Lane and continuing to the center point of Little Creek; thence in southwesterly direction along the run of Little Creek to the intersection of Little Creek, State Route 655 and the corporate limit of the Town of Smithfield; thence in a southerly direction along State Route 655 to the intersection of State Route 665 and Stallings Lane; thence in a easterly direction a distance of 910 feet through Champion Swamp to the intersection of said Champion Swamp and the corporate limit of the Town of Smithfield; thence in a southeasterly direction along the corporate limit of the Town of Smithfield to the intersection of the corporate limit of the Town of Smithfield and State Route 10; thence in a southeasterly direction along State Route 10 to the intersection of State Route 10 and U.S. Route 32; thence in a easterly direction along U.S. Route 32 to the intersection of U.S. Route 32 and an electrical transmission line; thence in a northeasterly direction along said electrical transmission line to the intersection of said electrical transmission line and Northgate Drive; thence in a northwesterly direction along Northgate Drive to the intersection of Northgate Drive and Windsong Way; thence in a northerly direction along Windsong Way to the intersection of Windsong Way and Graystone Drive; thence in a northeasterly direction along Graystone Drive to the intersection of Graystone Drive and State Route 665; thence in a southeasterly direction along State Route 665 to the intersection of State Route 665 and Rockfish Way; thence in a southwesterly direction along Rockfish Way to the intersection of Rockfish Way, Northgate Drive and Bridgewater Circle; thence in a southwesterly direction along Bridgewater Way to the intersection of Bridgewater Way and James River Trail; thence in a southeasterly direction along James River Trail to the intersection of James River Trail and U.S. Route 17; thence in a southerly direction along U.S. Route 17 to the intersection of U.S. Route 17 and U.S. Route 32; thence in a southeasterly direction along U.S. Route 17 to the intersection of U.S. Route 17 and State Route 662; thence in a southerly direction approximately 1100 feet along State Route 662 to the intersection of State Route 662 and a private lane; thence in a southwesterly direction approximately 4940 feet along said private lane to the intersection of said private lane and State Route 701; thence in a northwesterly direction along State Route 701 to the intersection of State Route 701 and an

electrical transmission line; thence in a southwesterly direction along said electrical transmission line to the intersection of said electrical transmission line and State Route 620; thence in a southeasterly direction along State Route 620 to the intersection of State Route 620 and thence in a southeasterly direction along State Route 660 approximately 1.11 miles to the intersection of State Route 660 and an unnamed tributary of Brewers Creek; thence continuing in a southerly direction along said tributary to the intersection of said tributary and the boundary line between Tax Map Parcel Number 42-02-013 and 42-01-045; thence in a southerly direction along said boundary line to the intersection of said boundary line and State Route 660; thence in a southwesterly direction along State Route 660 to the intersection of State Route 660 and State Route 684; thence in a westerly direction along State Route 684 to the intersection of State Route 684 and State Route 10; thence in a northerly direction along State Route 10 to the intersection of State Route 10 and an electrical transmission line; thence in a southwesterly direction along said electrical transmission line approximately .48 miles to the intersection of said electrical transmission line and the run of Cypress Creek; thence in a northwesterly direction along the run of Cypress Creek to the intersection on the run of Cypress Creek and State Route 644; thence in a southwesterly direction along State Route 644 to the intersection of State Route 644 and State Route 620; thence in a northwesterly direction along State Route 620 approximately 2.27 miles to the intersection of State Route 620 and a private lane located between 16030 Scotts Factory Road and 16034 Scotts Factory Road; thence in a southerly direction along said private lane to the intersection of said private lane and an electrical transmission line; thence in a southeasterly direction along said electrical transmission line to the intersection of said electrical transmission line and State Route 602; thence in a southerly direction along State Route 602 approximately .65 miles to the intersection of State Route 602 and a private lane; thence in a northwesterly direction along said private lane to the intersection of said private lane and State Route 600; thence in a westerly direction along State Route 600 to the intersection of State Route 600 and State Route 654; then in a northwesterly direction along State Route 654 and State 692; thence in a southwesterly direction along State Route 692 to the intersection of State Route 692 and State Route 652; thence in a southerly direction approximately 2890 feet to the intersection of State Route 652 and a tree line; thence in a southwesterly direction approximately 1000 feet along said tree line, and then continuing in a northwesterly direction approximately 775 feet along said tree line to the intersection of the said tree line and a natural drainage way; thence in a southerly direction approximately 530 feet along said drainage way, then continuing in a westerly direction approximately 625 feet along said drainage way, and continuing further in a northwesterly direction approximately 1050 along said drainage way to the intersection of said drainage way and a tree line; thence in a northwesterly direction approximately 2930 feet along said tree line to the intersection of said tree line and a private lane; thence in a westerly direction approximately 500 feet along said private lane to the intersection of said private lane and a second private lane; thence in a northeasterly direction approximately 440 feet along said second private lane to the

intersection of said second private lane and an electrical transmission line; thence in a southwesterly direction approximately 2100 feet along the electrical transmission line to the intersection of the electrical transmission line and a tree line; thence in a northwesterly direction approximately 640 feet along the tree line to a point located approximately 136 feet from State Route 258; thence in a southwesterly direction approximately 245 feet from said point to the intersection of State Route 652; thence in a southerly direction along State Route 652 to the intersection of State Route 652 and State Route 644; thence in a westerly direction along State Route 644 to the intersection of State Route 644 and Great Swamp; thence in a southerly direction along the run of Great Swamp to the intersection of Great Swamp and State Route 600; Thence in a southwesterly direction along State Route 600 to the intersection of State Route 600 and State Route 637; thence in a northerly direction along State Route 637 to the intersection of State Route 637 and the run of Nuby Run; thence in a westerly direction along the run of Nuby Run to the intersection of Nuby Run and a private lane; thence in a northeasterly direction along said private lane to the intersection of the private lane and State Route 644; thence in a westerly direction along State Route 644 to the intersection of State Route 644 and U.S. Route 258, the point of beginning;

- (c) District 3. Beginning at the intersection of State Route 609 and the boundary line between the County of Isle of Wight and the City of Suffolk; thence in a northwesterly direction along State Route 609 to the intersection of State Route 609 and State Route 603; thence in a easterly direction along State Route 603 to the intersection of State Route 603 and State Route 657; thence in a northerly direction along State Route 657 to the intersection of State Route 657, U.S. Route 460 and State Route 638; thence in a northeasterly direction along State Route 638 to the intersection of State Route 638 and State Route 258; thence in a southeasterly direction a distance of approximately 1800 feet along State Route 258 to the intersection of State Route 258 and a private lane; thence in a northeasterly direction approximately 2.5 mile along said private lane to the intersection of said private lane and an electrical transmission line; thence in a southerly direction along said electrical transmission line to the intersection of said electrical transmission line and State Route 600; thence in an easterly direction along State Route 600 to the intersection of State Route 600 and State Route 637;; thence in a northeasterly direction along State Route 600 to the intersection of State Route 600 and the run of Great Swamp; thence in a northerly direction along the run of Great Swamp to the intersection of said Great Swamp and State Route 644; thence in a easterly direction along State Route 644 to the intersection of State Route 644 and State Route 652; thence in a northerly direction along State Route 652 to the intersection of State Route 652 and State Route 692; thence in a northwesterly direction along State Route 692 to the intersection of State Route 692 and a point located approximately 136 feet southwest of State Route 258 located between 16621 Courthouse Highway and 13047 Poor House Road; thence in a northeasterly direction a distance of approximately 245 feet to a tree line; thence in a southeasterly direction approximately 640 feet to the intersection of the tree line

and an electrical transmission line; thence in a northeasterly direction approximately 2100 feet along the electrical transmission line to the intersection of the electrical transmission line and a private lane; thence in a southwesterly direction approximately 440 feet along said private lane to the intersection of said private lane and another unnamed private lane; thence in an easterly direction approximately 500 feet along the second private lane to the intersection of said second private lane and a tree line; thence in a southeasterly direction approximately 2930 feet along the tree line to the intersection of the tree line and a natural drainage way; thence in a southeasterly direction approximately 1050 feet along the drainage way and continuing in an easterly direction approximately 625 feet along said drainage way and continuing further in a northerly direction approximately 530 feet along the drainage way to the intersection of said drainage way and a tree line; thence in a southeasterly direction approximately 775 feet along said tree line and then continuing in a northeasterly direction approximately 1000 feet along said tree line to the intersection of the tree line and State Route 652; thence in a northerly direction along State Route 652 to the intersection of State Route 652 and State Route 692; thence in a northeasterly direction along State Route 692 to the intersection of State Route 692 and State Route 654; thence in a southeasterly direction along State Route 654 to the intersection of State Route 654 and State Route 600; thence in a easterly direction of State Route 600 approximately 1.01 miles to the intersection of State Route 600 and private lane; thence in a southwesterly direction and continuing in a southeasterly direction along said private lane to the intersection of said private lane and State Route 602; thence in a northerly direction along State Route 602 to the intersection of State Route 602 and an electric transmission line; thence in a northerly and continuing in a northwesterly direction along said electric transmission line a distance of approximately 4.4 miles to the intersection of said electric transmission line and a private lane; thence in a northerly direction along said private lane to the intersection of said private lane and State Route 620; thence in a southeasterly direction along State Route 620 to the intersection of State Route 620 and State Route 644; thence in a northeasterly direction along State Route 644 to the intersection of State Route 644 and the run of Cypress Creek; thence in a southerly direction along the run of Cypress Creek to the intersection of the said run of Cypress Creek and; thence in a northeasterly direction along said electric transmission line to the intersection of said electric transmission line and State Route 10; thence in a southerly direction along State Route 10 to the intersection of State Route 10 and State Route 684; thence in an easterly direction along State Route 684 to the intersection of State Route 684 and State Route 660; thence in a northeasterly direction along State Route 660 to the intersection of State Route 660 and the boundary line between Tax Map Parcel Number 42-02-013 and 42-01-045; thence in a northerly direction along said boundary line to the intersection of said boundary line and an unnamed tributary of Brewers Creek; thence continuing in a northerly direction along said tributary to the intersection of said tributary and State Route 620; thence in a northwesterly direction along State Route 620 to the intersection of State Route 620 and an electrical transmission line; thence in a northeasterly direction

along said electric transmission line to the intersection of said electrical transmission line and State Route 695; thence in a northwesterly direction along State Route 695 to the intersection of State Route 695 and State Route 665; thence in a easterly direction along State Route 665 to the intersection of State Route 665 and 701; thence in a southeasterly direction along State Route 701 a distance of approximately .85 miles to the intersection of State Route 701 and a private lane; thence in a northeasterly direction along said private lane to the intersection of said private lane and State Route 662; thence in a northeasterly direction along State Route 662 to the intersection of State Route 662 and the run of Ragged Island Creek, said point being approximately 2950 feet from the intersection of State Route 662 and U.S. Route 17; thence in a northeasterly direction approximately 500 feet along said run of Ragged Island Creek, and then continuing in a southeasterly direction 3150 feet along said run of Ragged Island Creek, and then continuing in a southwesterly direction approximately 1.5 miles along the shoreline of an unnamed tributary of Ragged Island Creek; thence in a westerly direction approximately 475 feet to the terminus of Sundew Drive at 15070 Sundew Drive; thence in a southwesterly direction along Sundew Drive to the intersection of Sundew Drive and Spring Crest Drive; thence in a southerly direction along Spring Crest Drive to the intersection of Spring Crest Drive and State Route 661; thence in a southwesterly direction along State Route 661 to the intersection of State Route 661 and U.S. Route 17; thence in a southeasterly direction along U.S. Route 17 to the boundary line between Isle of Wight County and the City of Suffolk; thence in a southwesterly direction along the boundary line between Isle of Wight County and the City of Suffolk to the intersection of the boundary line between Isle of Wight County and the City of Suffolk and State Route 609, the point of beginning.

- (d) District 4. Beginning at the intersection of U.S. Route 32 and U.S. Route 17; thence in a southeasterly direction along U.S. Route 17 to the intersection of U.S. Route 17 and State Route 662; thence in a northeasterly direction along State Route 662 to the intersection of State Route 662 and the run of Ragged Island Creek; thence in a northeasterly direction along State Route 662 to the intersection of State Route 662 and the run of Ragged Island Creek, said point being approximately 2950 feet from the intersection of State Route 662 and U.S. Route 17; thence in a northeasterly direction approximately 500 feet along said run of Ragged Island Creek, and then continuing in a southeasterly direction 3150 feet along said run of Ragged Island Creek, and then continuing in a southwesterly direction approximately 1.5 miles along the shoreline of an unnamed tributary of Ragged Island Creek; thence in a westerly direction approximately 475 feet to the terminus of Sundew Drive at 15070 Sundew Drive; thence in a southwesterly direction along Sundew Drive to the intersection of Sundew Drive and Spring Crest Drive; thence in a southerly direction along Spring Crest Drive to the intersection of Spring Crest Drive and State Route 661; thence in a southwesterly direction along State Route 661 to the intersection of State Route 661 and U.S. Route 17; thence in a southeasterly direction along U.S. Route 17 to the boundary line between Isle of Wight County and the City of Suffolk;; thence in a

northeasterly direction along the boundary line between Isle of Wight County and the City of Suffolk to the intersection of the boundary line between Isle of Wight County, the City of Suffolk and the City of Newport News; thence in a northwesterly direction along the boundary between Isle of Wight County and the City of Newport News a distance of approximately 7.7 miles; thence in a southwesterly direction towards the mouth of the Pagan River and following the course of said Pagan River to the intersection of the Pagan River and the mouth of Jones Creek; thence in a southeasterly direction along Jones Creek to the intersection of Jones Creek and State Route 704; thence in a westerly direction along State Route 704 to the intersection of State Route 704 and River Avenue; thence in a northwesterly direction along River Avenue to its terminus at the Pagan River; thence in a westerly direction along the course of the Pagan River to the corporate limit of the Town of Smithfield; thence in a southerly direction along the corporate limits of the town of Smithfield to the intersection of the corporate limit of the Town of Smithfield and the run of Town Farm Creek at a point located at 20138 West Magnolia Court; thence in an southerly direction along the run of Town Farm Creek to the intersection of Town Farm Creek and Jones Creek; thence in a southwesterly direction along Jones Creek, and then along a natural drainage way to a point located on a dam which divides two small lakes; thence in a southeasterly direction approximately 170 feet; thence in a southwesterly direction approximately 315 feet; thence in a south-southwesterly direction approximately 450 feet; thence in a southerly direction approximately 150 feet to a point between 14519 Benns Church Boulevard and 19417 Brewers Neck Boulevard; thence in an easterly direction approximately 190 feet along a line between 14519 Benns Church Boulevard and 19417 Brewers Neck Boulevard to the intersection with State Route 10 at a point approximately 200 feet north of the intersection of State Route 10 and State Route 32; thence in a southeasterly direction along State Route 10 to the intersection of State Route 10 and U.S. Route 32; thence in a easterly direction along U.S. Route 32 to the intersection of U.S. Route 32 and an electrical transmission line; thence in a northeasterly direction along said electrical transmission line to the intersection of said electrical transmission line and Northgate Drive; thence in a northwesterly direction along Northgate Drive to the intersection of Northgate Drive and Windsong Way; thence in a northerly direction along Windsong Way to the intersection of Windsong Way and Graystone Drive; thence in a northeasterly direction along Graystone Drive to the intersection of Graystone Drive and State Route 665; thence in a southeasterly direction along State Route 665 to the intersection of State Route 665 and Rockfish Way; thence in a southwesterly direction along Rockfish Way to the intersection of Rockfish Way, Northgate Drive and Bridgewater Circle; thence in a southwesterly direction along Bridgewater Way to the intersection of Bridgewater Way and James River Trail; thence in a southeasterly direction along James River Trail to the intersection of James River Trail and U.S. Route 17; thence in a southerly direction along U.S. Route 17 to the intersection of U.S. Route 17 and U.S. Route 32, the point of beginning.

- (e) District 5. Beginning at the intersection of the western boundary line of the corporate limit of the Town of Smithfield, State Route 655 and the run of Little Creek; thence in a southerly direction along State Route 655 to the intersection of State Route 665 and Stallings Lane; thence in a easterly direction a distance of 910 feet through Champion Swamp to the intersection of said Champion Swamp and the corporate limit of the Town of Smithfield; thence in a southeasterly direction along the corporate limit of the Town of Smithfield to the intersection of the corporate limit of the Town of Smithfield and State Route 10; thence in a southeasterly direction along State Route 10 to a point approximately 200 feet north of the intersection of State Route 10 and State Route 32; thence in an easterly direction approximately 190 feet along a line between 14519 Benns Church Boulevard and 19417 Brewers Neck Boulevard; thence in a northerly direction for approximately 150 feet; thence in a north-northeasterly direction towards Historic Saint Luke's Church (14464 Benns Church Boulevard) approximately 450 feet; thence in a northeasterly direction approximately 315 feet; thence in a northwesterly direction approximately 170 feet to a dam dividing two small lakes; thence in a northeasterly direction following the lake and into a drainage way leading to Jones Creek; thence in a northeasterly direction along Jones Creek to the intersection of Jones Creek and Town Farm Creek; thence in a northerly direction along the run of Town Farm Creek to the intersection of Town Farm Creek and the corporate limit of the Town of Smithfield at a point located at 20138 West Magnolia Court; thence in a northerly direction along the corporate limit of the Town of Smithfield to the intersection of the corporate limit of the Town of Smithfield and the Pagan River; thence in an easterly direction along the Pagan River to the intersection of the Pagan River and the terminus of River Avenue; then in an southeasterly direction along River Avenue to the intersection of River Avenue and State Route 704; thence in an easterly direction along State Route 704 to the intersection of State Route 704 and Jones Creek; thence northwesterly direction along Jones Creek to the intersection of Jones Creek and the Pagan River; thence in a northeasterly direction along the Pagan River toward its mouth approximately 2150 feet; thence in a northwesterly direction across the mouth of the Pagan River towards the tidal flat of Days Point approximately .72 miles; thence in a southerly direction along the tidal flat of Days Point approximately .95 miles to the intersect of the tidal flat of Days Point and Williams Creek; thence in a northwesterly direction along the run of Williams Creek to the intersection of Williams Creek and a private paved airfield runway (FAA 31 VA); thence in a northerly direction along said private paved airfield runway (FAA 31 VA) for approximately 0.63 miles; thence in a northwesterly direction along a private road to the intersection of said private road and Farm Road; then in a westerly direction along farm road to the intersection of Farm Road, Day Point Road and State Route 673; thence in a westerly direction along State Route 673 to the intersection of State Route 673 and Morgarts Beach Lane; thence in a southerly direction along State Route 673 Road to the intersection of State Route 673 and Gurwen Drive; thence in a westerly direction along State Route 673 to the intersection of State Route 673 and State Route 674; thence in a southerly direction along State Route 674 to the intersection of State Route 674 and State Route 10 Business; thence in a southerly

direction along State Route 10 Business to the intersection of State Route 10 Business, the corporate limit of the Town of Smithfield and River Oak Lane; thence in a southeasterly direction along the corporate limit of the Town of Smithfield to the intersection of the corporate limit of the Town of Smithfield and the Pagan River; thence in a southerly direction and continuing westerly and then northerly along the Pagan River to the intersection of the Pagan River and State Route 10 Business; thence in a southerly direction along State Route 10 Business for approximately .27 miles; thence in a westerly direction between 103 Washington Street and 106 Washington Street to connect with Washington Street to the intersection of Washington Street and James Street; thence in a southeasterly direction along James Street to the intersection of James Street and Grace Street/U.S. 258 ALT; thence in a southwesterly direction along Grace Street/U.S. 258 ALT to the intersection of Grace Street/U.S. 258 ALT and U.S. 258; thence in a northeasterly direction along U.S. 258 Business to the intersection of U.S. 258 Business and Underwood Lane; thence in a southeasterly direction along Underwood Lane to the intersection of Underwood Lane and Cedar Street; thence in a northeasterly direction along Cedar Street to the intersection of Cedar Street and Drummonds Lane; thence in a southeasterly direction along Drummonds Lane and continuing to the center point of Little Creek; thence in a southwesterly direction along the run of Little Creek to the intersection of Little Creek, State Route 655 and the corporate limit of the Town of Smithfield, the point of beginning.

(6-24-71 , § 3; 5-20-81 , § 3; 4-25-91, § 3; 5-3-01, § 3; Ord. No. 2011-7-C, 4-21-11; 5-21-15, 12-9-21.)

Adopted this 9th day of December, 2021.

Richard L. Grice, Chairman
Board of Supervisors

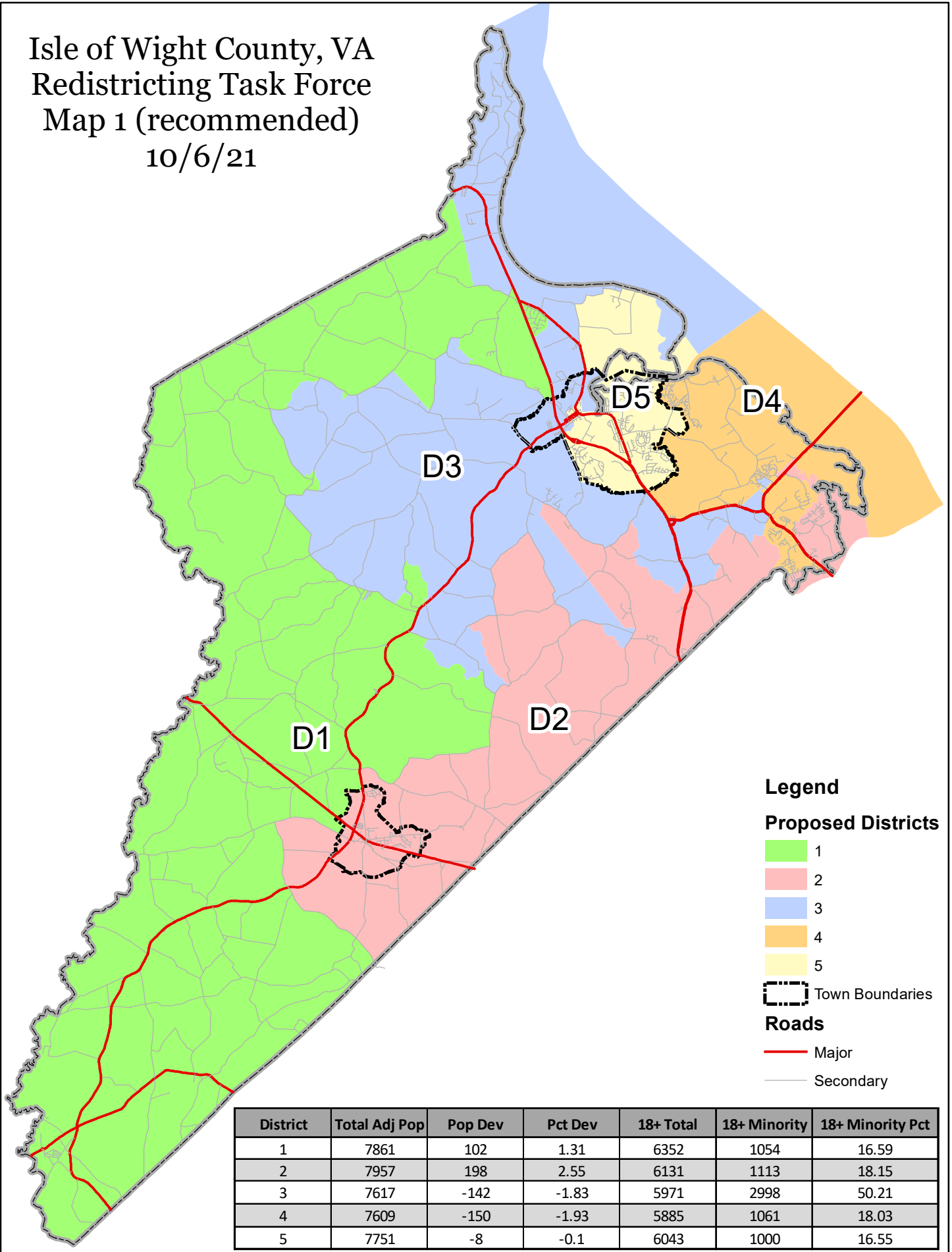
Attest:

Carey Mills-Storm, Clerk

Approved as to Form:

Robert W. Jones, Jr., County Attorney

Isle of Wight County, VA
 Redistricting Task Force
 Map 1 (recommended)
 10/6/21



ISSUE:

Discussion of Options for Financing Capital Projects

BACKGROUND:

At its regular meeting on November 18, 2021 the Board received a presentation from Davenport regarding the financing options including the potential issuance of general obligation bonds for construction of the new Hardy Elementary School and other upcoming capital projects.

The Board may wish to determine the specific projects, timing, and total funding needed for to address upcoming capital needs.

BUDGETARY IMPACT:

TBD

RECOMMENDATION:

Per the Board's discussion and direction.

ISSUE:

Discussion of Holding a Strategic Planning Retreat/Tour

BACKGROUND:

At its work session on September 2, 2021 the Board requested that staff return in October with potential dates; places and subject matters.

Chairman Grice voiced an interest in visiting the senior citizen apartments in the City of Franklin. Additionally, the Board has been invited to tour the IP facility.

The Board may wish to consider combining the visits into one full day to participate in the IP tour during the morning and a tour of the Hayden Village facility in the afternoon with a discussion to follow regarding programming for seniors and a regional transportation proposal from Senior Services.

BUDGETARY IMPACT:

None.

RECOMMENDATION:

Per the Board's discussion.

ISSUE:

Application of Benn's Grant Apartment Homes, LLC, Applicant and Owner, to Amend the Proffered Conditions for the Property Located at 15150 Benns Church Boulevard (Route 10), also Known as the Benn's Grant Apartment Parcel

BACKGROUND:

The applicant is seeking to amend the proffered conditions as they apply to the apartment parcel in order to clarify design requirements and remove items that are no longer applicable to the project. The proposed proffer amendment does not change the use or density of the project.

The Benn's Grant Apartment project was originally approved as part of the original Benn's Grant Master Planned Community approved by the Board of Supervisors in 2008. Proposed changes to the proffers include:

- New neighborhood plan book that is specific to the Apartment property. The plan book includes color elevations, proposed building materials, streetscape improvements, and landscaping materials. The proffers state that the Zoning Ordinance landscaping standards will be applied where more stringent.
- Removes the requirement to form a property owner's association when under single property ownership, but does retain this requirement should the property ever be subdivided.
- Removes the responsibility for a signal warrant analysis as well as providing a traffic signal when warranted from the Apartment Property Owner. The commercial property owner, Benns Church Properties, will be responsible for performing signal warrant analysis reports 50%, 80%, and 100% of the commercial, retail, and office development as well as the installation of a traffic signal when warranted.

The original proffered tap fee and cash proffer amounts remain the same. The original proffer statement and the new proposed proffer statement is attached to this staff report.

BUDGETARY IMPACT:

The original and proposed revised proffer statements retain a voluntary cash proffer of \$6,666.67 per unit, or a total of \$1,600,000.80 for 240 units, to be used to assist in offsetting the cost of the Benn's Grant area water tower.

RECOMMENDATION:

Because the proposed proffer changes do not impact the use or density of the original project and are generally consistent with the approved master plan for the community, staff recommends approval of the revised proffer conditions.

ATTACHMENTS:

Description	Type	Upload Date
Conditional Zoning Amendment Application	Backup Material	11/30/2021
Benns Grant Apartments Conceptual Plan	Backup Material	11/30/2021
May 2014 Benns Grant Proffer Statement	Backup Material	11/30/2021
BG Apartments Revised Proffer Statement	Backup Material	11/30/2021



Local Roots, Global Reach

ISLE OF WIGHT COUNTY, VIRGINIA

DEPARTMENT OF COMMUNITY DEVELOPMENT

MUNIS #

APPLICATION FOR REZONING/CONDITIONAL ZONING AMENDMENT

This application should be used to petition for a change to the Official Zoning Map or for an amendment of zoning conditions. The following application requirements are consistent with the procedures set forth in Section 1-1015, *Amendments*, of the Isle of Wight County Zoning Ordinance, as amended.

A. APPLICATION FOR (CHECK ALL THAT APPLY):

☐ Rezoning

☐ Conditional Rezoning (Are voluntary proffered conditions attached?): ☐ Yes ☐ No

Request to change the subject property(s) from the _____ to the _____ zoning district.

Proposed Use or Activity: _____

☒ Amendment to Conditional Zoning

Request to change conditional zoning as follows (Attach current and proposed conditions): _____

Consolidate Benn's Grant proffers for apartment parcel and amend as noted in the attached proposed conditions.

B. PROJECT DESCRIPTION:

Project Name: Benn's Grant Apartment Homes

Property Address (if any): 15150 BENNS CHURCH BLVD

Election District: Windsor

Comprehensive Plan Designation: Mixed Use

The rezoning will apply to 18.7498 acres out of 18.7498 total acres

Tax Parcel Identification # Portion 32-01-082 Number of Acres to be Rezoned: 18.7498

Requesting Zoning District Change from: **No change to density or use.**

Tax Parcel Identification # _____ Number of Acres to be Rezoned: _____

Requesting Zoning District Change from: _____ to _____

Tax Parcel Identification # _____ Number of Acres to be Rezoned: _____

Requesting Zoning District Change from: _____ to _____

Proposed Utilities (check all that apply): Public Water ☐ Private Well ☐

Public Sewer ☐ Private Septic ☐

C. APPLICATION INFORMATION:

Applicant(s) Name(s): Benn's Grant Apartment Homes, LLC

Address: 4400 Colley Avenue

City, State, Zip Code: Norfolk, Virginia 23508

Phone No.: 757-640-7212

Email: rstokes@stokeslg.com

Fax No.: 757-299-9895

Property Owner(s) Name(s): Same name and contact information as above.

Address: _____

City, State, Zip Code: _____

Phone No.: _____

Email: _____

Fax No.: _____

NOTICE: THE ATTACHED CHECKLIST MUST BE COMPLETED, CERTIFIED, AND SUBMITTED OR THE APPLICATION WILL BE CONSIDERED INCOMPLETE.

Remit Application to:

Isle of Wight County Central Permitting, 17140 Monument Circle, Suite 100
P. O. Box 80, Isle of Wight, Virginia 23397

FOR OFFICE USE ONLY:

Complete Application Received On: 9/22/2021

Fees Paid: \$500⁰⁰

Tax Query: ☒ Current ☐ Delinquent

Distribution Date: 9/24/2021

Posted/Date to Post: N/A

AGENCIES REFERRALS:

☐ Department of Conservation & Recreation

☐ Economic Development

☒ Emergency Services

☒ General Services

☐ Environmental Planner

☐ Health Department

☐ Transportation Manager

☐ Commission of Revenue

☐ Other _____

☐ Inspections

☐ Sheriff's Office

☐ Town of Smithfield

☐ Town of Windsor

☒ VDOT

☐ Schools

☐ Budget & Finance

☒ County Attorney

Verified By: Angie M. B...

Date: 9/24/2021



Local Roots, Global Reach

ISLE OF WIGHT COUNTY, VIRGINIA

DEPARTMENT OF COMMUNITY DEVELOPMENT

SUBMITTAL CHECKLIST FOR REZONING/CONDITIONAL ZONING AMENDMENT APPLICATIONS

In conjunction with Section 1-1015, *Amendments*, of the Isle of Wight County Zoning Ordinance, as amended, the following information shall be submitted for a Rezoning/Conditional Zoning Amendment Application. Please note that it is the applicant's responsibility to ensure that the application is in compliance with all Federal, State and County regulations.

No application for a rezoning shall be certified as complete unless the following information is provided; unless the required number of copies has been reduced by the Zoning Administrator.

- ☒ 1. Fifteen (15) copies of the original, executed application and one (1) original executed application. Both the applicant(s) and the property owner(s) must have their signature(s) notarized on page No. 2 of the application.
- ☒ 2. The appropriate fees have been submitted with the application. Checks should be made payable to: Treasurer, Isle of Wight County.
- ☒ 3. Fifteen (15) copies of a statement of the reasons for seeking such amendment, and if applicable, a statement of proffered conditions.
 - Any applicant proposing a conditional rezoning under the provisions of Section 1-1016, *Conditional Zoning*, of the Isle of Wight County Zoning Ordinance shall submit fifteen (15) copies of the signed proffer statement and one (1) original signed proffer statement. Proffered conditions shall be signed by the owner(s) of the property.
- ☒ 4. Fifteen (15) copies of a narrative description of the property which shall include the Tax Parcel Identification Number.
- ☒ 5. One (1) copy of the most recent deed of the property to be rezoned.
- ☒ 6. For residential subdivisions of five (5) or more lots, planned development, commercial, industrial, or miscellaneous rezoning/conditional zoning amendment applications, a concept plan of the property to be rezoned shall be submitted by the applicant. Such document shall be drawn to scale and shall include the following information:
 - A vicinity map at a scale of no less than one (1) inch equals two thousand (2,000) feet
 - Title of drawing
 - Date of drawing
 - Existing wood line
 - North arrow
 - Scale bar
 - Current zoning of parcel(s) to be rezoned, including tax map number(s) and owner(s)
 - Current zoning of adjacent parcel(s), including tax map number(s) and owner(s)
 - Street names including route number and width(s) of the right-of-way(s)
 - Fifteen (15) full size copies, with one (1) reduced 11-inch X 17 inch copy shall be submitted
 - Please note that additional information on the site layout may be requested by the Zoning Administrator during the review process in order to more effectively review the application and prepare the staff reports for the Planning Commission and Board of Supervisors.

- ☒ 7. Fifteen (15) copies of such supplemental material as may be necessitated by the proposal itself or the district in which located or proposed to be located, and in accordance with Section 5-5000, *Supplementary Use Regulations*, of the Isle of Wight County Zoning Ordinance.
- ☒ 8. For residential subdivisions of five (5) or more lots, planned development, commercial, industrial, or miscellaneous rezoning/conditional zoning amendment applications, a Community Impact Statement is required in accordance with Section 1-1015.F, *Community Impact Statement*, of the Isle of Wight County Zoning Ordinance as amended on January 6, 2011. Please refer to Section 1-1015.F for detailed requirements of the Community Impact Statement. Fifteen (15) copies of the Community Impact Statement are required and shall include the following:
- ☐ Adequacy of Existing Public Facilities and Services
 - ☐ Additional On-site and Off-site Public Facilities and Services
 - ☐ Traffic Impact Analysis for projects exceeding 200 ADT, or when requested by the Zoning Administrator
 - ☐ Fiscal Impact Analysis, if the project includes residential dwellings (optional for projects without a residential component)
- ☒ 9. Fifteen (15) copies of a Water Quality Impact Assessment shall be required for any rezoning in the Chesapeake Bay Preservation Area which:
- ☐ will disturb any portion of the 100-foot buffer area of a Resource Protection Area (RPA), or any component identified in Section 3000.B.1 of the Chesapeake Bay Preservation Area Ordinance;
 - ☐ contains ten (10) acres or more for any use, other than a development of single family detached residential lots;
 - ☐ contains twenty-five (25) acres or more for the development of single family detached residential lots; or,
 - ☐ any other development that may warrant such assessment due to the unique characteristics of the site or intensity of the proposed use or development, as may be required by the Zoning Administrator.
- ☒ 10. For Planned Development, fifteen (15) copies of the required supplemental information shall be submitted in accordance with Section 4-14005, *Submission Requirements*, of the Isle of Wight County Zoning Ordinance. Please refer to Section 4-14005 for a detailed list of the submission requirements.
- ☒ 11. All real estate taxes must be paid and current at the time of submittal; otherwise, the submittal will be refused at the counter. Proof of the most recent tax payment to the County must accompany the application.
- ☒ 12. Voluntary Proffer Statement See attached proffers
- ☒ 13. Estoppel Certifications

I, the undersigned, certify that this application is complete, accurate and contains all required and requested information, documents and other submittals, and that all statements made herein are, to the best of my knowledge, true and correct. I further certify that I have exercised due diligence to obtain the most recent, complete and correct information available. I understand that any section not completed in its entirety may delay processing of this application and the date of the Planning Commission public hearing and that the submittal of a complete application does not guarantee the application will be placed on the next available Planning Commission agenda.

Benn's Grant Apartment Homes, LLC by its Manager, Benn's Grant Development, LLC

Signature

Date

COUNTY OF ISLE OF WIGHT DISCLOSURE OF REAL ESTATE HOLDINGS

Applicant Benn's Grant Apartment Homes, LLCAddress 4400 Colley Avenue

Norfolk	Street	Virginia	23508
City	State	Zip	

REAL ESTATE HOLDINGS TO BE AFFECTED

Location or Address	Description
15150 BENNS CHURCH BLVD	Benn's Grant - Apartment Parcel

OTHER OWNERS OF AFFECTED REAL ESTATE

(Not Required for Corporation whose stock is traded on a national or local stock exchange or having more than 500 shareholders.)

Name of Individuals Corporation/Partnership Business Association	Address
Henry Morgan	P.O. Box 2038, Suffolk, Virginia, 23432
Richard Turner	P.O. Box 2038, Suffolk, Virginia, 23432
J. Randolph Stokes	4400 Colley Avenue, Norfolk, Virginia 23508

Does any member of the Isle of Wight County Planning Commission or governing body have any interest in such property, either individually, by ownership of stock in a corporation owning such land, partnership, as the beneficiary of a trust, or the settlor of a revocable trust, or whether a member of the immediate household of any member of the Planning Commission or governing body has any such interest? Yes ☒ No

If yes, names of members:

I do solemnly swear that the foregoing statement(s) and attachments(s), if any, are complete, correct and true.

Benn's Grant Apartment Homes, LLC by its Manager, Benn's Grant Development, LLC

Applicant: J. Randolph Stokes
Printed or Typed Name

Applicant: [Signature]
Signature

Date: 9/15/2021

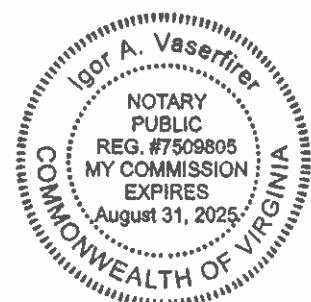
Commonwealth of Virginia

County of Isle of Wight City of Norfolk

Subscribed and sworn to before me Igor Vaserfirer
A Notary Public in and for the County of Isle of Wight, Commonwealth
of Virginia, this 15th day of September, 20 21.

[Signature]
Notary Public

My Commission Expires 8/31/2025



STATEMENT OF REASONS FOR APPLICATION

The reasons for seeking this amendment is to simplify and clarify the proffers that apply to the apartment property at Benn's Grant in order to provide for better administration of the proffers, to reflect requirements that have been satisfied or no longer apply, and to seek a reduction in cash proffers in exchange for a contribution of land. The owner is not seeking a change in the use or density of the existing zoning.

NARRATIVE DESCRIPTION OF THE PROPERTY

The subject site contains 18.7 acres of land in the Benn's Grant development at the southwest corner of Route 10 and Turner Landing Way. The property is zoned PDMX for the development of 240 multi-family units. The property is known as Parcel A as shown on that certain plat entitled "SUBDIVISION PLAT & BOUNDARY LINE ADJUSTMENT PLAT OF BENN'S GRANT PARCEL A", made by ATCS, dated May 10, 2021 and recorded in the Clerk's Office of the Circuit Court of Isle of Wight County, Virginia Instrument Number 210006500. The parcel is formerly a portion of TMP 32-01-082 with new TMP to be issued by the County shortly, as a result of recent subdivision. The property is cleared and rough-graded with no trees except those along the southern boundary line. All required utilities (including stormwater drainage and retention) are available at the site and were constructed pursuant to the master plans for the Benn's Grant development. The site contains no wetlands or other environmentally sensitive features.

210006551.001

Prepared by:
Igor A. Vaserfirer, Esq. (VSB #92961)
4400 Colley Avenue
Norfolk, Virginia 23508

Tax Identification No.:
Portion of TM 32-01-082

Consideration: \$0.00

Upon recordation please return to:
Stokes Law Group, PLC
4400 Colley Avenue
Norfolk, Virginia 23508

Assessed Value: \$759,316.42
(for portion conveyed)

Title Insurance: unknown to preparer

Exempt from recordation taxes pursuant to Va. Code § 58.1-811(A)(10).

DEED OF CONTRIBUTION

THIS DEED OF CONTRIBUTION (this "Deed") is made effective as of the 9 day of September, 2021 by and between, **BENNS CHURCH PROPERTIES**, a Virginia general partnership ("BCP" and "Grantor" for indexing purposes), **BENN'S GRANT DEVELOPMENT, LLC**, a Virginia limited liability company ("BGD" and "Grantor" for indexing purposes) and **BENN'S GRANT APARTMENT HOMES, LLC** ("Grantee"), having an address of 4400 Colley Avenue, Norfolk, Virginia 23508.

WITNESSETH:

As a contribution to the Grantee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BCP does hereby grant, bargain, sell and convey, in fee simple, with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE, unto Grantee, the following described property (the "Property"):

See **EXHIBIT A** attached hereto and incorporated herein by this reference for the legal description of the Property.

Further, and as a contribution to the Grantee, BGD does hereby grant, bargain, sell and convey to Grantee all of its rights and interests in those certain stormwater drainage improvements caused to be installed by BGD on the Property.

This conveyance is made subject to easements, conditions, and restrictions of record insofar as they may lawfully affect the Property.

[Signatures appear on following page.]

GRANTOR:

BENNS CHURCH PROPERTIES, a Virginia general partnership, by its partners

Henry W. Morgan
Henry W. Morgan

COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF Suffolk, VIRGINIA

The foregoing instrument was acknowledged before me this 10th day of March 2021 by Henry W. Morgan, General Partner of Benns Church Properties, a Virginia general partnership, on behalf of said partnership. He is personally known to me.

My commission expires:



Julie A. Darden
Notary Public [SEAL]

Turner Farms Carrollton, Inc., a Virginia corporation f/k/a
Turner Farms, Inc.

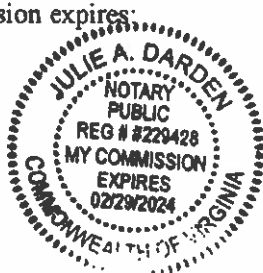
By: Richard L. Turner
Richard L. Turner
President

COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF Suffolk, VIRGINIA

The foregoing instrument was acknowledged before me this 10th day of March 2021 by Richard L. Turner, President of Turner Farms Carrollton, Inc., a Virginia corporation f/k/a Turner Farms, Inc., General Partner of Benns Church Properties, a Virginia general partnership, on behalf of said partnership. He is personally known to me.

My commission expires:



Julie A. Darden
Notary Public [SEAL]

210006551.003

GRANTOR:

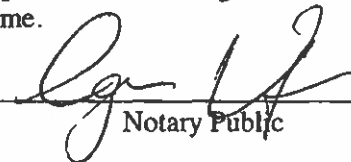
BENN'S GRANT DEVELOPMENT, LLC, a Virginia
limited liability company

By: _____


J. Randolph Stokes
Its Manager

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, VIRGINIA

The foregoing instrument was acknowledged before me this 9th day of September 2021 by J. Randolph Stokes, Manager of Benn's Grant Development, LLC, a Virginia limited liability company, on behalf of said company. He is personally known to me.



Notary Public

[SEAL]

My Commission Expires: 8/31/2025

My Registration Number: 7509805

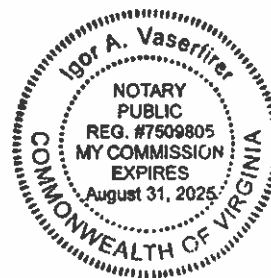


EXHIBIT A

THAT CERTAIN land, together with all improvements thereon and appurtenances thereto belonging, lying and being in Newport District, Isle of Wight County, Virginia, containing approximately 816,741 square feet (18.7498 acres) and being shown as "PARCEL A", on that certain plat entitled "SUBDIVISION PLAT & BOUNDARY LINE ADJUSTMENT PLAT OF BENN'S GRANT PARCEL A", made by ATCS, dated May 10, 2021 and recorded in the Clerk's Office of the Circuit Court of Isle of Wight County, Virginia in Instrument Number 210006500.

TOGETHER WITH all right, title and interest in and to any streets, alleys, passages, and other rights-of-way or appurtenances included in, adjacent to or used in connection with such land and all right, title and interest in all mineral and development rights appurtenant to such land.

IT BEING a portion of the property conveyed to Benns Church Properties by Deed from Henry Morgan and Richard L. Turner dated April 14, 2015 and recorded in the Clerk's Office of the Circuit Court of Isle of Wight County, Virginia in Instrument Number 150001543.

IT FURTHER BEING that certain property conveyed to Benns Church Properties by Deed of Bargain and Sale from EW- Benns's Grant, L.L.C. dated June 23, 2021 and recorded in the Clerk's Office of the Circuit Court of Isle of Wight County, Virginia in Instrument Number 210006531.

INSTRUMENT # 210006551
E-RECORDED IN THE CLERK'S OFFICE OF
ISLE OF WIGHT COUNTY ON
SEPTEMBER 13, 2021 AT 10:54AM

KATHLEEN S. TORRENCE, CLERK
RECORDED BY: DDS

CHECKLIST ITEMS 7, 8, 9, and 10

All reports, assessments and other documents requested in Application Checklist Items 7, 8, 9 and 10 have been previously provided. The owner is not proposing a change to the use or density. No amendment is requested that would alter the existing community impact statement or the water quality impact assessment. No supplemental materials are necessitated by Sections 5-5000 or 4-14005 except the following information:

Consultant Name	Address
TS3 Architects	1228 Perimeter Pkwy Ste 101, Virginia Beach, VA 23454
Kimley-Horn	4525 Main St Suite 1000, Virginia Beach, VA 23462
Stokes Law Group	4400 Colley Avenue, Norfolk, VA 23508
Beverly Walkup	P.O. Box 181, Bridgewater, VA 22812



Real Estate

[View Bill](#)

As of 9/7/2021

Bill Year 2021

Bill 1513

Owner BENNS CHURCH PROPERTIES

Parcel ID 32-01-082

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	12/6/2021	\$10,700.03	\$0.00	\$10,700.03	\$0.00	\$10,700.03
2	6/6/2022	\$10,700.02	\$0.00	\$10,700.02	\$0.00	\$0.00
TOTAL		\$21,400.05	\$0.00	\$21,400.05	\$0.00	\$10,700.03

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**AMENDED AND RESTATED APARTMENT PROPERTY PROFFERS
BEING THE SECOND AMENDMENT TO AMENDED AND RESTATED PROFFER
STATEMENT #4 WITH RESPECT TO THE PROFFERS AFFECTING THE
APARTMENT PROPERTY
September 21, 2021**

The proffers filed on May 8, 2009, amended on May 21, 2009, July 15, 2010, October 17, 2013, May 14, 2014 and January 18, 2018 ("Proffers")

Tax Map Number: 32-01-082B; Instrument Number 210006551

THIS AMENDED AND RESTATED APARTMENT PROPERTY PROFFERS, being the Second Amendment to Amended and Restated Proffer Statement #4 with respect to the Proffers Affecting the Apartment Property (this "Apartment Proffer Statement") made as of the 21st day of September, 2021, by Benn's Grant Apartment Homes, LLC ("Apartment Property Owner").

The Apartment Property Owner is the owner of the 18.7498 acres of land located in Isle of Wight County, Virginia (the "County"), known as Tax Map Parcel 32-01-082B and as "Parcel A" as shown on the subdivision plat entitled "SUBDIVISION PLAT & BOUNDARY LINE ADJUSTMENT PLAT OF BENN'S GRANT PARCEL A", made by ATCS, dated May 10, 2021 and recorded in the Clerk's Office of the Circuit Court of Isle of Wight County, Virginia as Instrument No. 210006500 ("Subdivision Plat"), as more particularly described on Exhibit A attached hereto (the "Apartment Property"). The Apartment Property is a portion of the Benn's Grant development, which is subject to the Proffers. The amendments set forth below amend the Proffers affecting the Apartment Property by collecting into this Apartment Proffer Statement all Proffers affecting the Apartment Property and clarifying the obligations of the Apartment Property Owner. This Apartment Proffer Statement supersedes the Proffers in entirety with respect to the Apartment Property. These amendments do not amend or alter the Proffers with respect to property outside of the Apartment Property (all such property outside of the boundaries of the Apartment Property, the "Other Property").

The following conditions amend and restate in their entirety all proffers with respect to the Apartment Property and are voluntarily proffered:

A. **GENERAL.**

1. **Residential Dwelling Units.** The number of apartment units permitted on the Apartment Property is two-hundred and forty (240).

2. **Yard and Plant Materials Requirements.** The Buffer Yard Requirements, Plant

Material Size Specifications and Tree Table for the Apartment Property are attached hereto as **Exhibit B**.

3. **Sidewalks and Trails**. The Apartment Property Owner shall design and construct a bicycle and pedestrian sidewalk along Route 10, a pedestrian sidewalk along Turner Landing Way, and a pedestrian trail along the southern boundary of the Apartment Property.

4. **Residential Apartment Association**. If the Apartment Property remains a single parcel or is owned in fee by a single owner, the Apartment Property Owner shall be responsible for regulating the use of and providing standards for the construction, landscaping and use of land and structures and for the maintenance of common facilities and amenities within the Apartment Property. If at any time the Apartment Property Owner wishes to divide the Apartment Property into separate parcels of land and transfer these parcels to more than one fee owner, then, prior to so subdividing, the Apartment Property Owner may create an apartments association (“RAA”) to regulate the use of and provide standards for the construction, landscaping and use of land and structures and for the maintenance of common facilities and amenities within the Apartment Property, and if an RAA is established, a Declaration of Covenants, Conditions, Restrictions and Easements mutually agreeable to the County Planning Department shall be recorded.

5. **Environmental Protection**. The Apartment Property shall be served by a low impact development measure, such as permeable pavement/pavers, rain gardens, bioretention filters, open space in excess of 22.03% of the total site acreage, or rainwater harvesting as enhanced stormwater management techniques appropriate for increasing groundwater recharge or decreasing stormwater runoff.

B. UTILITY IMPROVEMENTS.

1. **Public Water and Sewer Systems**. The Apartment Property shall be served by the Sanitary Sewer Facilities (as defined in the Proffers and Master Sewer Plan) and the Water Distribution Facilities (as defined in the Proffers and Master Water Plan) or other public water and sewer facilities available to the Apartment Property. If requested by the County, the Apartment Property Owner shall grant the County a twenty-five foot (25') wide public utility easement running parallel to Route 10 for the purpose of water and sewer lines.

2. **Apartment Connection Fees**. Apartment Property Owner shall pay \$6,666.67 per unit (for a total of \$1,600,000) in water and sewer connection/tap fees to the County payable in the amount of \$6,666.67 per unit upon each issuance of a final certificate of occupancy for each

residential apartment building. In addition, if requested by the County during the construction of the apartments on the Apartment Property, the Apartment Property Owner will install the sanitary sewer force main along the Apartment Property Owner's property line starting at the intersection of Route 10 and Turner Landing Way along Route 10 to the southernmost corner of the Apartment Property along Route 10, and all costs associated therewith shall be promptly reimbursed by the County to the Apartment Property Owner from the water and sewer connection/tap fees.

C. **CASH PROFFERS.** Apartment Property Owner shall contribute a voluntary cash proffer for up to 240 apartment units in the total amount of \$504,000 payable in the amount of \$2,100.00 per unit upon each issuance of a final certificate of occupancy for each residential apartment building. The County shall use the cash proffers to assist in offsetting the cost of the Benn's Grant water tower and to install signalization at the intersection of Route 10 and Turner Landing Way at such time as signalization is warranted under VDOT's then-current standards. This cash proffer satisfies all of the Apartment Property Owner's obligations related to signalization at Route 10 including any obligations arising under the Access Management Plan dated October 11, 2017.

D. **TRANSFER OF TITLE, RIGHTS AND OBLIGATIONS.** Anything herein contained to the contrary notwithstanding, upon a transfer of title of the Apartment Property by the Apartment Property Owner to another entity intending to develop or operate the Apartment Property, all rights and obligations of the transferor set forth in this Apartment Proffer Statement shall automatically be transferred to and/or assumed by such transferee, and the transferor shall be released of all such obligations related to the Apartment Property expressly set forth in this Apartment Proffer Statement. A violation of the Proffers with respect to property other than the Apartment Property shall not constitute a violation of the proffers affecting the Apartment Property.

E. **DEDICATION OF WATER TOWER PROPERTY.** Bennis Church Properties, a Virginia general partnership, ("BCP") shall convey one (1) acre of land within Tax Map Parcel 32-03-001 in a mutually-acceptable location in the area generally depicted on **Exhibit C** for the purpose of the County constructing a water tower to serve, among other properties, the Apartment Property ("Water Tower Land"). In addition, BCP shall grant mutually-acceptable access and waterline easements to serve the Water Tower Land. BCP's obligations to convey the Water Tower Land are conditioned on the County, at its expense, subdividing the Water Tower Land from BCP's other real property and covering all of the costs and expenses of subdivision and conveyance.

The undersigned Apartment Property Owner hereby represents that it is the sole owner of the Apartment Property, that it has full authority to bind the Apartment Property to these conditions, and that the Proffers are entered into voluntarily. The undersigned BCP joins herein to bind itself to the obligation to dedicate the Water Tower Land as provided above.

OWNER:

Benn's Grant Apartment Homes, LLC

By: Benn's Grant Development, LLC, Manager of Benn's Grant Apartment Homes, LLC

By: J. Randolph Stokes (SEAL)
Name: J. Randolph Stokes
Title: Manager

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

I, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that J. Randolph Stokes, Manager of Benn's Grant Development, LLC, a Virginia limited liability company, whose name as such is signed to the foregoing instrument, has acknowledged the same before me in my jurisdiction aforesaid, on behalf of such company in its capacity as manager of Benn's Grant Apartment Homes, LLC.

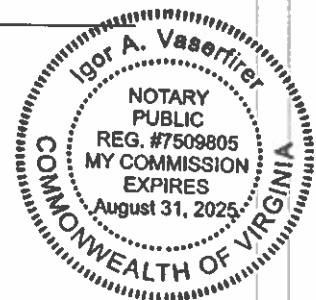
Given under my hand and seal this 30th day of September 2021.

(AFFIX SEAL)

Igor A. Vaserfirer
Notary Public

My commission expires:
Notary Registration No.:

7509805
8/31/2025



BCP:

Benns Church Properties, a Virginia general partnership

By: Turner Farms Carrollton, Inc., a Virginia corporation f/k/a Turner Farms, Inc., General Partner

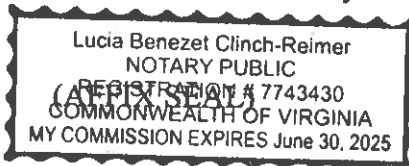
By: Richard L. Turner (SEAL)
Name: Richard L. Turner
Title: President

COMMONWEALTH OF VIRGINIA
COUNTY OF ISLE OF WIGHT, to-wit:

City of Norfolk

I, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard L. Turner, President of Turner Farms Carrollton, Inc., a Virginia corporation f/k/a Turner Farms, Inc., General Partner of Benn's Church Properties, a Virginia general partnership, whose name as such is signed to the foregoing instrument, has acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand and seal this 21st day of September 2021.



[Signature]
Notary Public

My commission expires: June 30, 2025
Notary Registration No.: 7743430

Benns Church Properties, a Virginia general partnership

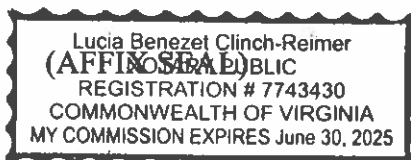
By: Henry W. Morgan (SEAL)
Name: Henry W. Morgan
Title: General Partner

COMMONWEALTH OF VIRGINIA
COUNTY OF ISLE OF WIGHT, to-wit:

City of Norfolk

I, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Henry W. Morgan, General Partner of Benn's Church Properties, a Virginia general partnership, whose name as such is signed to the foregoing instrument, has acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand and seal this 21st day of September 2021.



[Signature]
Notary Public

My commission expires: June 30, 2025
Notary Registration No.: 7743430

EXHIBIT A
Property Description

ALL THAT certain lot or parcel of land, with improvements thereon and appurtenances thereto belonging, lying and being in Newport District, Isle of Wight County, Virginia, and being shown as "PARCEL A 816,741 SQ. FT. 18.7498 ACRES", on that certain plat entitled "SUBDIVISION PLAT & BOUNDARY LINE ADJUSTMENT PLAT OF BENN'S GRANT PARCEL A", made by ATCS, dated May 10, 2021 and recorded in the Clerk's Office of the Circuit Court of Isle of Wight County, Virginia Instrument Number 210006500.

IT BEING the property conveyed to Benn's Grant Apartment Homes, LLC by Deed of Contribution from Benns Church Properties dated September 9, 2021 and recorded in the Clerk's Office of the Circuit Court of Isle of Wight County, Virginia in Instrument Number 210006551.

EXHIBIT B

Buffer Yard Requirements

Generally: Perimeter Buffer Areas, when possible, shall be left in natural state. If large deciduous or evergreen trees are removed, replacement trees shall be planted per Plant Material Size Specifications.

- A. 70' Wide Buffer along Benn's Grant Boulevard and Route 10:
 - 1. 1 large deciduous shade tree every 50 linear feet;
 - 2. 1 small shade tree every 50 linear feet;
 - 3. 1 evergreen tree every 1 00 linear feet; and
 - 4. masonry walls and entry features, perennials and ground cover shall be used where appropriate.
- B. 3' Southernmost Boundary Landscape Buffer:
 - 1. 1 evergreen tree every 35 linear feet.

The linear feet mentioned does not indicate spacing required, but the number and type of planting materials required for the site.

Plant Material Size Specifications

- Hardwood Trees (Street Trees)
 - 2 ½" – 3" minimum caliper
- Hardwood Trees (Yard Trees)
 - 2" - 2 ½" minimum caliper
- Flowering Trees (Yard Trees)
 - 1 ½" – 2" minimum caliper
- Screening Evergreens
 - 6' – 8' minimum height
- Columnar Evergreens
 - 6' – 8' minimum height
- Spreading Evergreens
 - 2' – 3' minimum height
- Broadleaf, Evergreens and Deciduous Shrubs
 - 18" – 24" minimum height

Tree Table

The following trees may be used on the Apartment Property:

Botanical Name	Common Name
<u><i>Large Deciduous Trees</i></u>	
<i>Acer rubrum</i>	Red Maple
<i>Betula nigra</i>	River Birch
<i>Fagus grandifolia</i>	American Beech
<i>Liriodendron tulipifera</i>	Tulip Poplar
<i>Magnolia grandiflora</i>	Bracken's Brown Beauty Magnolia
<i>Nyssa sylvatica</i>	Black Gum
<i>Quercus falcata</i>	Southern Red Oak
<i>Quercus nuttallii</i>	Nuttall Oak
<i>Quercus palustris</i>	Pin Oak
<i>Quercus phellos</i>	Willow Oak
<i>Quercus virginiana</i>	Live Oak
<i>Taxodium distichum</i>	Bald Cypress
<i>Tilia americana</i>	Basswood
<u><i>Evergreen Trees</i></u>	
<i>Ilex opaca</i>	American Holly
<i>Juniperus virginiana</i>	Eastern Red Cedar
<i>Magnolia grandiflora</i> 'Little Gem'	Little Gem Magnolia
<i>Magnolia grandiflora</i>	Southern Magnolia
<i>Pinus virginiana</i>	Virginia Pine
<i>Pinus taeda</i>	Loblolly Pine
<u><i>Ornamental/Small Deciduous Trees</i></u>	
<i>Amelanchier arborea</i>	Downy Serviceberry
<i>Amelanchier canadensis</i>	Canada Serviceberry
<i>Carpinus caroliniana</i>	Hornbeam
<i>Cercis canadensis</i>	Eastern Redbud
<i>Chionanthus virginiana</i>	Fringe Tree
<i>Cornus florida</i>	Flowering Dogwood
<i>Crataegus flava</i>	Flowering Hawthorne
<i>Lagerstroemia indica</i> 'Biloxi'	Biloxi Crape Myrtle
<i>Lagerstroemia indica</i> 'Muskogee'	Muskogee Crape Myrtle
<i>Lagerstroemia indica</i> 'Natchez'	Natchez Crape Myrtle
<i>Magnolia soulangiana</i>	Saucer Magnolia
<i>Prunus serrulata</i> 'Kwanzan'	Kwanzan Cherry

EXHIBIT C

Water Tower Parcel

[illegible][illegible]

The Student Loans will be partly forgiven.

The permeability of the Wadden Lagoon will be investigated. The conditions under seepage is kept.

U.S. FOREST AND STREAM, 20th, 22th & 34th Streets

the following is a list of the names of the persons who have been appointed to the various positions in the organization of the National Association of Manufacturers.

This is a very thick, somewhat irregularly shaped, and strongly lined shell, covered by a thin, translucent, yellowish membrane.

[illegible]

Similar results to the above have been obtained by other workers. For example, in the case of the *in vitro* polymerization of styrene, the rate of polymerization was found to be proportional to the square of the concentration of the initiator (Kelen and Tüdös, 1975). In the case of the *in vitro* polymerization of acrylonitrile, the rate of polymerization was found to be proportional to the square of the concentration of the initiator (Kelen and Tüdös, 1975). In the case of the *in vitro* polymerization of methyl methacrylate, the rate of polymerization was found to be proportional to the square of the concentration of the initiator (Kelen and Tüdös, 1975).

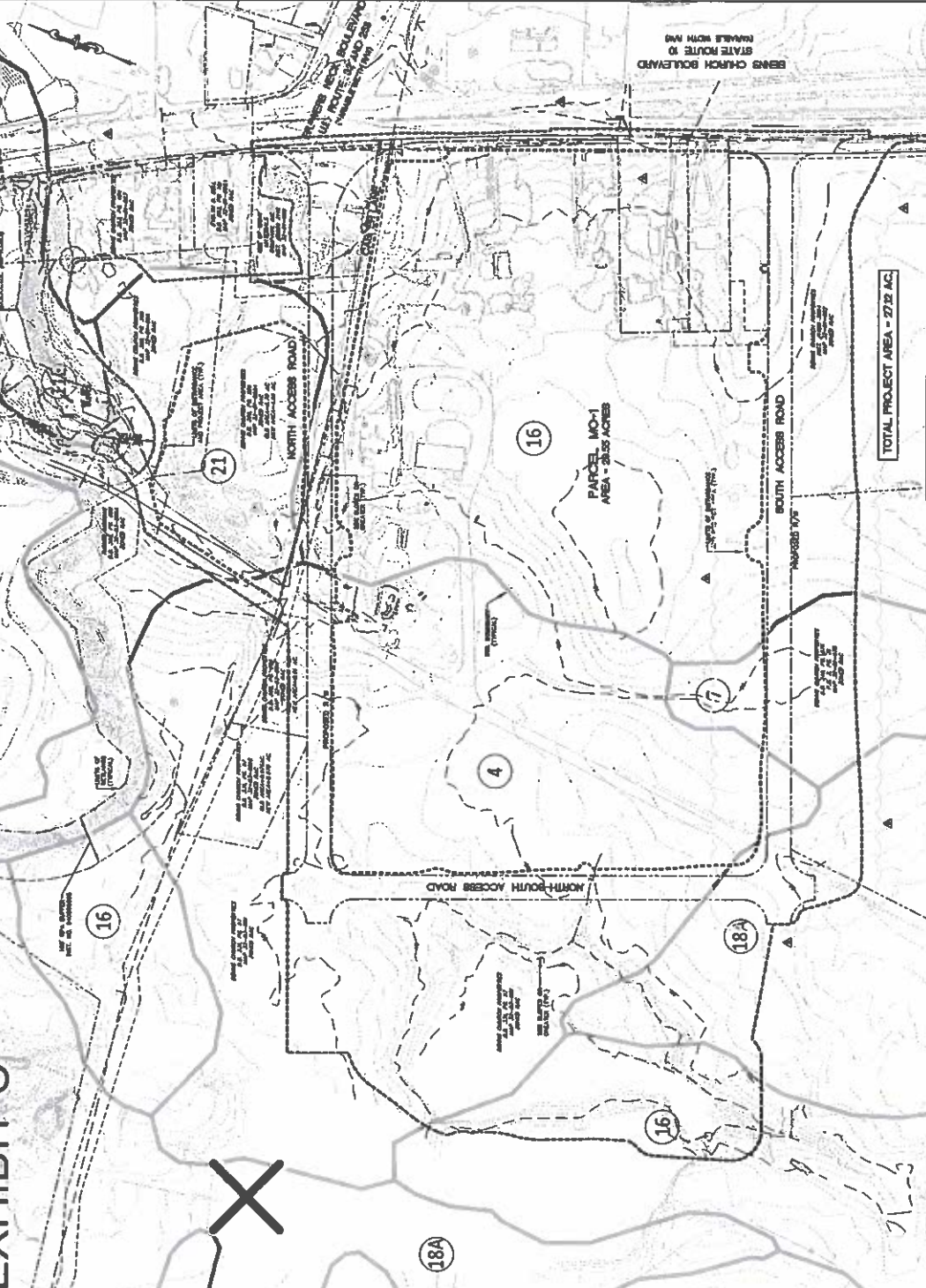
Life - Save The Single Leaf, & 2-leafed species

of 43 inches, left dry leaves, washed only once in a spray of 43 inches and was washed only once in a spray of 43 inches or more.

There only are very deep and well drained in moderately wet drained. They usually mainly at spring but have been deepened in some places. The waterfalls are usually 1 to 2 feet deep and have a strong side and nearly level floor. A few areas have been graded about the bottom of the mountain. The ground is generally gravelly or boulders in some of the deep runs. It is 20 to 30 feet deep in some of the deep runs. The water is cold and clear. A few areas are covered by rocks, and some of the deep runs are covered by rocks.

1. The first step is to identify the problem. This involves understanding the symptoms and the context in which they are occurring.

NOTE:
NO LAND DISTURBANCE IS ALLOWED IN THE BUFFER
AREA WITHOUT REVIEW AND APPROVAL BY THE
ZONING ADMINISTRATOR.



LEGEND

SOL TYPE DESIGNATION	(BA)
SOL BOUNDARY	—————
LIMITS OF WETLANDS	- - - - -
100' RPA BUFFER	- - - - -
LIMITS OF DISTURBANCE/ PROJECT AREA	=====

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Journal of Management Inquiry 22(1)

ACKNOWLEDGEMENT OF RESIDENTIAL REZONING PROFFERS

APPLICATION NUMBER: _____

PROPOSED PROJECT: Benn's Grant Apartments

APPLICANT: Benn's Grant Apartment Homes, LLC

OWNER (if different from applicant): Same as above.

PROJECT NAME: Benn's Grant Apartments

LOCATION: 15150 Benns Church Boulevard

TAX MAP NUMBER(S): Portion of 32-01-082

ELECTION DISTRICT: Windsor

As of the date set forth below, the undersigned party or parties hereby acknowledge and understand as follows with respect to the proposed project identified above:

1. The undersigned is either the current Owner of the property which is the subject of the abovenamed proposed project and/or the Applicant for the proposed project.
2. No change in density or use is requested.
3. The undersigned hereby acknowledges and understands the contents of Section 15.2-2303.4 of the Code of Virginia (1950, as amended) which is applicable to the above referenced proposed project.

In Witness Whereof, the undersigned has caused this Acknowledgement to be executed and delivered as of the 15th day of September, 2021.

APPLICANT(S):

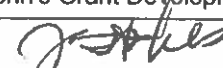
Benn's Grant Apartment Homes, LLC by its
Manager, Benn's Grant Development, LLC

Signature: 
as Manager

Printed Name J. Randolph Stokes
Manager

OWNER(S):

Benn's Grant Apartment Homes, LLC by its
Manager, Benn's Grant Development, LLC

Signature: 
as Manager

Printed Name J. Randolph Stokes
as Manager

APPLICANT(S):

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

OWNER(S):

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Received by: _____

Isle of Wight County Zoning Administrator

Date: _____

RESIDENTIAL REZONING CERTIFICATE

APPLICATION NUMBER: _____

PROJECT: Benn's Grant Apartments

APPLICANT: Benn's Grant Apartment Homes, LLC

OWNER (if different from applicant): Same as above.

PROJECT NAME: Benn's Grant Apartments

PROPOSED COMP PLAN DENSITY: 240 units

EXISTING COMP PLAN DENSITY: 240 units

LOCATION: 15150 BENNS CHURCH BLVD

TAX MAP NUMBER(S): Portion of 32-01-082

ELECTION DISTRICT: Windsor

As of the date set forth below, the undersigned party or parties hereby certify, warrant, represent and agree as follows with respect to the new residential development or new residential use application (the "Application") identified above:

1. The undersigned is either the current Owner of the property which is the subject of the Application and/or is the Applicant for said Application.
2. No change in density or use is requested.
3. All onsite proffers offered in the Application are voluntary, reasonable, specifically attributable to the new residential development or new residential use and are offered in accordance with all requirements of state law.
4. All offsite proffers, including cash proffers, offered in the Application are voluntary, reasonable, specifically attributable to the new residential development or new residential use, address an impact to an offsite public facility such that the new residential development or residential use creates a need, or identifiable portion of a need, for one or more public facility improvements in excess of existing public facility capacity at the time of the rezoning or proffer condition amendment and each new residential development or new residential use receives a direct and material benefit from the proffer made with respect to any public facility improvement, and are offered in accordance with all requirements of state law.
5. All onsite and offsite proffers included in the Application represent all of the proffers that were contemplated by the Applicant and Owner.

6. The undersigned hereby agrees that the County, including its officers, employees and agents, have not suggested, requested, required or accepted any unreasonable proffers for the rezoning or proffer condition amendment.
7. The undersigned state that they are duly authorized to sign and deliver this Certificate without the necessity of joinder of any other person or party.

In Witness Whereof, the undersigned has caused this Acknowledgement to be executed and delivered as of the 15th day of September, 2021.

APPLICANT(S):

Benn's Grant Apartment Homes, LLC by its
Manager, Benn's Grant Development, LLC

Signature: _____

J. Randolph Stokes
as Manager

Printed Name _____

J. Randolph Stokes
as Manager

OWNER(S):

Benn's Grant Apartment Homes, LLC by its
Manager, Benn's Grant Development, LLC

Signature: _____

J. Randolph Stokes
as Manager

Printed Name _____

J. Randolph Stokes
as Manager

Signature

Signature

Printed Name

Printed Name

Signature

Signature

Printed Name

Printed Name

Received by: _____

Isle of Wight County Zoning Administrator

Date: _____

ISLE OF WIGHT
BENNS GRANT
APARTMENTS
PREPARED FOR
B.G. APT. HOMES
VIRGINIA

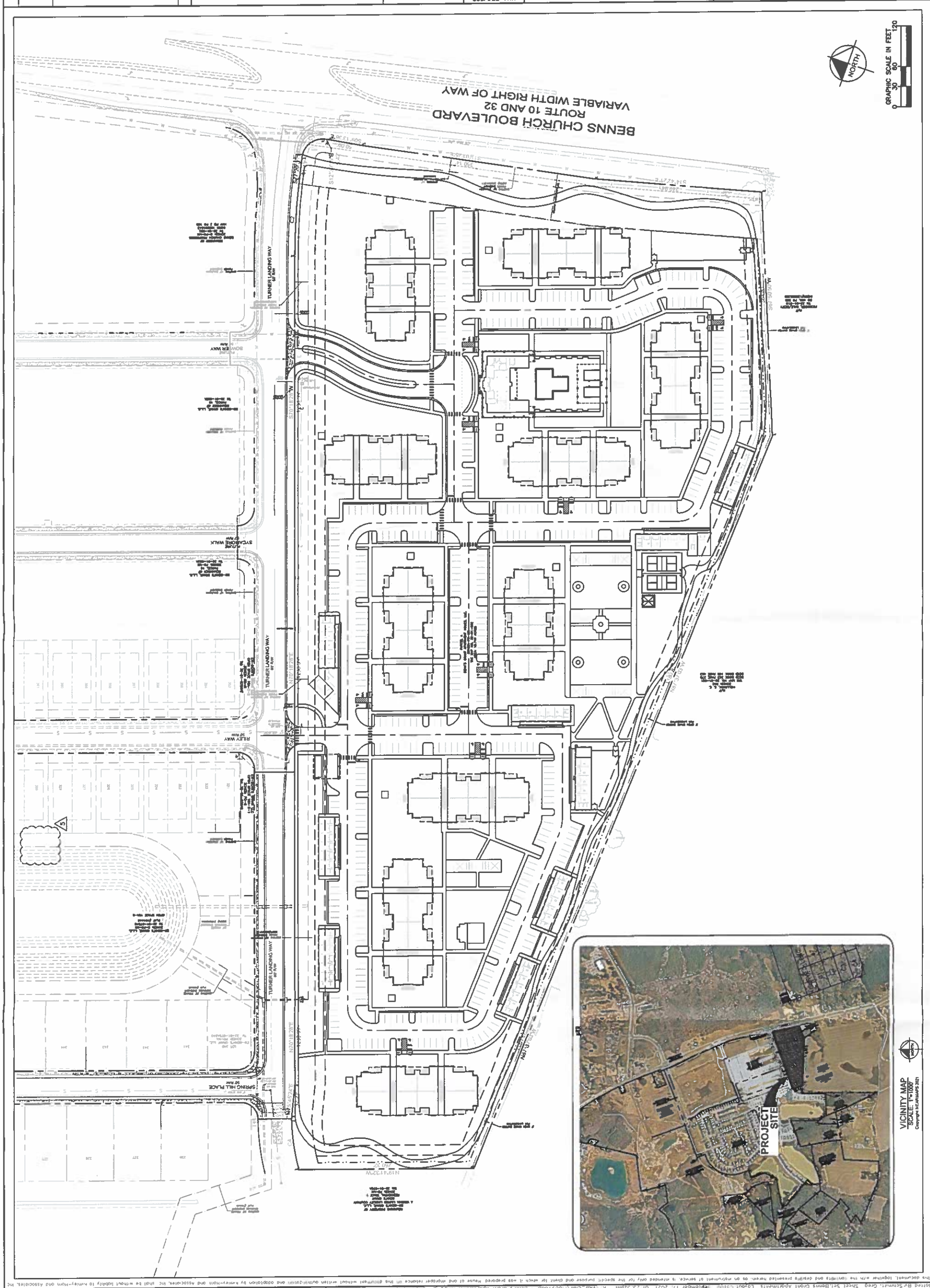
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PLAN

KHA PROJECT
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DATE
09/17/2021
SCALE AS SHOWN
DESIGNED BY
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NOT FOR
CONSTRUCTION

Kimley-Horn
© 2021 KIMLEY-HORN AND ASSOCIATES, INC.
4525 MAIN STREET, SUITE 1000, VIRGINIA BEACH, VA 23462
PHONE: 757-213-6600 FAX: 757-213-6601
WWW.KIMLEY-HORN.COM

NO.	REVISIONS	DATE	BY



**BENN'S GRANT REZONING APPLICATION ISLE OF WIGHT COUNTY
AMENDED PROFFER STATEMENT #4**

Filed May 8, 2009, amended on May 21, 2009, July 15, 2010, and October 17, 2013

Tax Parcel Numbers:

32-03-001 (portion) Deed Book 331, Page 97

32-01-075 (portion) Deed Book 349, Page 876

32-01-082 (portion) Deed Book 990003664, Page 108

RECEIVED

MAY 14 2014

DEPARTMENT OF
PLANNING AND ZONING

THIS AMENDED PROFFER STATEMENT #4 (this "Amended Proffer Statement") made as of the 13th day of May, 2014, by and among EAST WEST PARTNERS OF VIRGINIA, INCORPORATED, a Virginia corporation ("Applicant"), BENNS CHURCH PROPERTIES, a Virginia general partnership, TURNER FARMS, INC, a Virginia corporation, HENRY W. MORGAN and RICHARD L. TURNER (collectively, all of the foregoing parties other than the Applicant are hereinafter referred to as the "Owners").

The Owners, as the Owners of the property located in Isle of Wight County, Virginia (the "County") more particularly described on Exhibit A attached hereto and identified as all or a portion of Isle of Wight County Tax Map Parcels 32-01-075, 32-01-082 and 32-03-001 (collectively, the "Property"), as more particularly shown on the Benn's Grant Master Land Use Plan prepared by Land Planning Solutions and dated May 8, 2009, on file with the Department of Planning and Zoning of the County (the "Planning Department") and incorporated herein by reference (the "Benn's Grant Master Land Use Plan") on behalf of themselves and their respective successors in interest, hereby voluntarily proffer that the Property shall be developed in strict conformity with the conditions set forth below (collectively, the "Proffers"). The undersigned hereby waive any right to challenge, in any judicial or administrative

proceedings, the legality of such conditions or to assert a claim for compensation resulting from the Proffers (except where compensation is expressly provided for in the Proffers) under federal or Virginia law.

The following conditions are voluntarily proffered for the rezoning of the Property and constitute an amendment and restatement of the Proffers in zoning cases #ZA-01-09 and #ZA-03-10 in their entirety:

A. **GENERAL.**

1. **The Development.** The Property shall be developed in accordance with the Benn's Grant Master Land Use Plan as approved by the Board of Supervisors on May 21, 2009 and as further amended as to the "For Sale" Single Family and Townhouse portion of the Project by the "BENN'S GRANT MASTER LU. PLAN / SF & TH" plan dated April 8, 2014, prepared by Kimley-Horne & Associates, Inc. and attached hereto as Exhibit A (such Plan, as amended by Exhibit A, the "Amended Benn's Grant Master Land Use Plan"), or as may be amended by the Planning Commission and/or the Isle of Wight Board of Supervisors, including, without limitation, the related components submitted with the initial Rezoning Application and listed in Exhibit B attached thereto, provided that the Neighborhood Plan book referred to therein shall be deemed amended as set forth in Exhibit C attached hereto (the "Neighborhood Plan Book"), all of which are incorporated herein by reference (the "Related Components"), and the terms of the Proffers, and for purposes of this Amended Proffer Statement #4, shall be known as the "Benn's Grant Development." The Amended Benns Grant Master Land Use Plan and the Related Components are herein collectively referred to as the "Development Plan". Pursuant to the provisions of and procedures set forth in Section 4-14007 of the Zoning Ordinance for major and minor revisions, adjustments to the locations of the proposed uses, facilities and

improvements shown on the Development Plan shall be permitted to address grading, drainage, environmental and development ordinance requirements, and other final engineering considerations.

2. **Cultural/Historical Surveys.** The Owners have conducted the following studies of the Property: Cultural Resources Assessment Phase I, Phase I Cultural Resources Survey, Architectural Survey, Department of Historic Resources Intensive Level Survey, and Phase II Archeological Evaluation. To the extent permitted by all governmental agencies having jurisdiction, the Owners agree that prior to the issuance of a building permit and at the Owners' cost, a professional archaeological consultant shall conduct a Phase III Archeological Data recovery upon those portions of the Property identified for further study in the Phase II Archeological Evaluation in accordance with the Guidelines for Archeological Investigations in Virginia as established by the Virginia Department of Historic Resources. To the extent permitted by all governmental agencies having jurisdiction, the Owners shall perform further Phase III Archaeological Data recovery upon those portions of the property identified as site 44IW0240 as recommended in the Phase II Archaeological Evaluation, prepared by the Cultural Resources Inc., investigation as required and shall make reasonable modifications to the Development Plan to accommodate recommendations that may result from said investigations. Any historic artifacts discovered during the development of the Property shall be offered to the Isle of Wight County Division of Historic Resources. The Historic Architectural Review Committee ("HARC") will have review over the areas located in the St. Luke's Historic District. Areas of the development that are outside this District will be subject to a review by the proposed Benn's Grant Architectural Review Board made up of members, owners and

resident of the Property involved in the Benn's Grant owners' associations.

3. **Maintenance of Common Facilities.** The developer of the portion of the Property to be developed for commercial uses and the developer of the portion of the Property to be developed for residential uses shall enter into and record an agreement that provides for the maintenance of common facilities and amenities within the Benn's Grant Development, including an equitable apportionment of the costs of maintenance and repair of all stormwater management facilities serving the Property or any portion thereof. Such agreement shall be submitted to the County for approval prior to or as part of the approval of the first site plan or subdivision plat submitted to the County for approval.

4. **Timeframes.** Unless otherwise specified herein the timeframes within which any actions are to be taken or requirements are to be met shall commence on June 21, 2009 (the "Final Rezoning Date").

5. **Environmental Protection.** The Property shall be served by one or more Low Impact Development measures, such as permeable pavement/pavers, rain gardens, bio-retention filters and/or rainwater harvesting as enhanced stormwater management techniques appropriate for increasing opportunity through development for providing groundwater recharge to the degree feasible as agreed upon by the Owners and Isle of Wight County.

6. **Landscaping.** The Owners agree to install landscaping on the Property in accordance with the Neighborhood Plan Book or in accordance with the Zoning Ordinance requirements at the time of site plan submission, whichever is greater or as otherwise agreed upon by the County and the Owners.

B. **RESIDENTIAL PROPERTY.**

1. **Residential Property Homeowners Association.** All property owners in the Townhouses and Single Family residential parcels shown on the Development Plan shall be members of a homeowners association ("HOA") established to regulate use and provide standards for the construction, landscaping and use of privately owned land and structures and for the maintenance of common facilities and amenities within the Residential Property. Concurrent with the recordation of the first subdivision plat for residential development for the Townhouse or Single Family residential parcels within the Residential Property, a Declaration of Covenants, Conditions, Restrictions and Easements shall be submitted and approved by the County at the time of site plan approval or subdivision approval and shall be recorded to insure that all of the Residential Property owners in the above-referenced parcels shall be members of the HOA. The HOA shall be responsible for the maintenance of all common areas, open spaces, stormwater management facilities, private streets, and sidewalks and trails throughout the residential portions of the Residential Property, including an equitable apportionment of the costs of maintenance and repair of all stormwater management facilities serving the Property or any portion thereof.

2. **Architectural Guidelines for Residential Development.** Improvements on the Residential Property shall be constructed in substantial conformity with the Architectural and Landscaping Guidelines for Residential Development to be submitted by the developer of the Residential Property for approval by the Planning Commission, and the Isle of Wight County Board of Supervisors (the "Residential Guidelines"). A copy of the Residential Guidelines shall be maintained and available for copying or review in the Planning Department. The plans for any improvements on the Residential Property conforming to the Residential Guidelines shall be reviewed by the Architectural Review Board of the HOA having such authority and the

Planning Department for approval of compliance with the Residential Guidelines.

3. **Residential Apartment Association ("RAA")**. All property owners in the Residential Apartments parcel(s) shown on the Development Plan (the "Apartment Property") shall be members of an apartments association established to regulate use and provide standards for the construction, landscaping and use of land and structures and for the maintenance of common facilities and amenities within the Apartment Property. Concurrent with the recordation of the first subdivision plat for residential development for the apartments parcel(s) within the Apartment Property, a Declaration of Covenants, Conditions Restrictions and Easements shall be submitted and approved by the County at the time of site plan approval or subdivision plat approval and shall be recorded to insure that all of the Apartment Property owners in the above referenced parcels shall be members of the RAA. The RAA shall be responsible for the maintenance of all common areas, open spaces, stormwater management facilities, private streets, and sidewalks and trails throughout the residential portions of the Apartment Property, including an equitable apportionment of the costs of maintenance and repair of all stormwater management facilities serving the Property or any portion thereof.

4. **Architectural Guidelines for Residential Apartments**. Improvements on the Apartments Property shall be constructed in accordance with the Architectural and Landscaping Guidelines for Residential Apartment Development to be submitted by the developer of the Apartment Property for approval by the Planning Commission and the Isle of Wight County Board of Supervisors (the "Residential Apartment Guidelines"). A copy of the Residential Apartment Guidelines shall be maintained and available for copying or review in the Planning Department. The plans for any improvements on the Apartment

Property conforming to the Residential Apartment Guidelines shall be reviewed by the RAA architectural review committee and the Planning Department for approval of compliance with the Residential Apartment Guidelines.

5. **Residential Dwelling Units.** The number of residential units constructed on the Residential Property as shown on the Development Plan shall not exceed a total of 560 units, which includes 240 Multifamily units, 40 Townhouses and 280 Single Family Units, as shown on the Amended Benn's Grant Master Land Use Plan (each a "Dwelling Unit"). The County shall not be required to issue more than 240 building permits in the first 12-month period for the construction of Dwelling Units (the "Annual Residential Building Cap"). For every year thereafter the County shall not be required to issue more than 89 building permits plus any carryover from the initial year. If requested by the County, the Owners shall engage and pay for third party consultants acceptable to the County to perform on behalf of the County building inspections on Dwelling Units and improvements constructed on the Residential Property.

6. **Workforce Dwelling Units.** As used herein, "Workforce Dwelling Unit" shall mean any "For Sale" Residential Dwelling Unit that initially is sold to a purchaser that is pre-qualified within income limits of 80%-120% of the Area Median Income in Hampton Roads as reported from time to time by the U.S. Department of Housing and Urban Development. In addition Workforce Dwelling Units may include Rental Residential Dwelling Units that are available to prequalified individuals within income limits of 90%-105% of the Area Median Income in Hampton Roads. The Owners agree that up to seventeen percent (17%), to be approved by the Planning and Zoning Director, of the 560 Dwelling

Units shall be constructed as Workforce Dwelling Units to provide for affordable housing in the County, in accordance with the final report of the task force on Workforce housing dated April 2007.

a) Potential purchasers of Workforce Dwelling Units shall be prequalified and documentation provided to the County prior to closing on the "For Sale" units.

b) No Residential Cash Proffers (defined below) or other County fees levied on a per unit basis, including but not limited to, water and sewer fees, building and zoning permits and plat fees (collectively, "Other County Fees") shall be required to be paid initially for any Workforce Dwelling Units. Instead, at the time of closing to a first-time qualified purchaser of a Workforce Dwelling Unit, a Deed of Trust in favor of the County (a "Workforce Deed of Trust") shall be recorded against the Workforce Dwelling Unit in the amount of the Residential Cash Proffer and other County Fees that would otherwise be payable for such Dwelling Unit. In the event a subsequent purchaser of a Workforce Dwelling Unit is also pre-qualified and documentation provided to the County, the obligations under the Workforce Deed of Trust will transfer to the subsequent purchaser, and the transfer of the Workforce Dwelling Unit shall be subject to the Workforce Deed of Trust. If any subsequent purchaser of a Workforce Dwelling Unit is not pre-qualified, the Workforce Deed of Trust shall be satisfied in full from the proceeds of the sale of the Workforce Dwelling Unit.

7. **Age-Restricted Residential Dwelling Units.** If any owner of a portion of the Residential Property chooses to construct Age-Restricted Residential Dwelling units:

a) Such owner shall make a cash proffer to the County of \$1,548.00 for each "Age-Restricted Dwelling" owner-occupied unit built and offered for sale. Payment of

this proffer shall be made to the County at the time of the issuance of each individual certificate of occupancy.

b) The owner shall pay the water and sewer connection fee for any Age-Restricted Residential Dwelling unit.

c) Any residential units constructed that are designated as "Age Restricted" shall be available for purchase only by individuals that are 55 years old or older, or families in which at least one member of the household is 55 years old or older. No person under the age of 18 shall reside in an Age-Restricted Dwelling unit longer than 90 days within any 12-month period.

d) In addition a maximum of 54 residential dwelling units shall be "Age-Restricted Dwelling" units.

e) If any owner of a portion of the Residential Property chooses to construct Age-Restricted Residential Dwelling units" the locations and design of the units shall be approved through a major modification process of the Benn's Grant Master Land Use Plan as required by the Zoning Ordinance.

C. COMMERCIAL DEVELOPMENT.

1. **Commercial Property Owners Association.** All of the Commercial Property shall be subjected to a Declaration of Easements, Covenants and Restrictions (the "Commercial Declaration") which shall be recorded to regulate use of and provide for the preservation of values of privately owned land and structures and for the maintenance of common facilities and amenities within the Commercial Property. All property owners in the Commercial parcels ("Commercial Property") shown on the Development Plan shall be members of a Commercial Owners Association ("COA"). The COA shall be

responsible for the maintenance of all common areas, open spaces, stormwater management facilities, private streets, and sidewalks and trails throughout the commercial portions of the Commercial Property, including an equitable apportionment of the costs of maintenance and repair of all stormwater management facilities serving the Property or any portion thereof. The Commercial Declaration shall be submitted to the County for approval.

2. **Architectural & Site Plan Approvals for Commercial Development.**

Improvements on the Commercial Property shall be constructed in accordance with individual site plans and architectural elevations as approved by the Planning Commission and the Board of Supervisors of the County.

3. **Commercial Property Space Limitation.** The Commercial Property space limitation shall be no more than 650,225 square feet of retail space. Notwithstanding the preceding sentence, the Commercial Property space limitation shall be 486,691 square feet of such space until (i) a new traffic study is submitted to and approved by the Board of Supervisors stating that the then existing area roadways will support up to 163,534 square feet of additional Commercial Property space with a Level of Service not less than Level D in year 2029 OR (ii) improvements are made to the then-existing area roadways to support up to 163,534 square feet of additional Commercial Property space with Level of Service not less than Level of Service D in year 2029.

D. **UTILITY IMPROVEMENTS.**

1. **Public Water and Sewer Systems.** The Property shall be served by a public water system and a public sanitary sewer system, which has been, or will be constructed by the Owners, and offered for dedication to the County for its ownership, operation and maintenance at the time applicable phases of such systems are completed during site

development of the applicable phases of the Development. All public water and sewer systems shall be constructed in conformance with the Benn's Grant Master Water and Sewer plans and the Isle of Wight County Master Water and Sewer plan or as directed by the Board of Supervisors. The Sanitary Sewer Facilities (defined below) and the Water Distribution Facilities (defined below) shall be located within dedicated public street rights-of-way, public utility easements or other public property controlled by the County.

2. **Sanitary Sewer Facilities.** The Owners shall design and install or cause to be designed and installed a sanitary sewer force main, pump station, and related sanitary sewer facilities that shall connect to the existing Hampton Roads Sanitation District ("HRSD") force main at the existing intersection of Route 10 and Route 32/258 (the "Sanitary Sewer Facilities"). The Sanitary Sewer Facilities shall run from the existing intersection of Route 10 and Route 32/258 and shall terminate at the point designated "End of Sanitary Force Main Construction" on the Benn's Grant Master Utility Plan. The Sanitary Sewer Facilities shall run along the west side of Route 10, within the public right-of-way of Route 10 and/or within a twenty-five foot (25') wide public utility easement running parallel to Route 10 that shall be dedicated to the County (the "Public Utility Easement"). The Owners shall design and install or cause to be designed and installed the Sanitary Sewer Facilities based upon the Isle of Wight County Code; provided, however, that in no event shall the Owners be required to design and/or install the Sanitary Sewer Facilities exceeding sixteen inches (16") in diameter. The Sanitary Sewer Facilities shall be designed and constructed in phases in conjunction with construction plans that have been approved by the County.

3. **Water Distribution Facilities.** The Owners shall design and install or cause to be

designed and installed a water main, with water distribution facilities that shall connect to the existing County water main located at the existing intersection of Route 10 and Route 32/258 (the "Water Distribution Facilities"). The Water Distribution Facilities shall provide adequate flows to serve the project area. The water main shall run from the existing intersection of Route 10 and Route 32/258 and shall terminate at the point designated "End of Water Main Construction" on the Benn's Grant Master Utility Plan. The water main shall run along the west side of Route 10, within the public right-of-way of Route 10 and/or within a twenty-five foot (25') wide public utility easement running parallel to Route 10 that shall be dedicated to the County (the "Public Utility Easement"). The Owners shall design and install, or cause to be designed and installed, the Water Distribution Facilities based upon the of the Isle of Wight County Code pertaining to sizing of off-site utilities within Section 16.1-35 provided, however, that in no event shall the Owners be required to design and/or install the water main exceeding sixteen inches (16") in diameter.

4. **Apartment Connection Fees.** The Owners shall pay a total of \$1,600,000 in water and sewer connection/tap fees for the Multifamily (apartment) phase, which shall be reinvested into the project to fund the cost of the off-site public water and sewer system extensions to serve the site, totaling approximately \$1,400,000. Any remaining balance shall be paid to the County in water and sewer connection/tap fees, unless the Owners can provide documentation sufficient to the County to show that the installation costs for off-site utilities along Route 10 exceed the noted amount. Alternatively, the remaining balance may be utilized to cover overages in off-site transportation improvements, at the discretion of the County.

5. **"For Sale" Single Family and Townhouse Connection Fees.** The Owners shall pay a

total up to \$2,560,000 in water and sewer connection/tap fees for the Single Family phase, which shall be reinvested into the project to fund the cost of the off-site public water and sewer system extensions to serve the site, totaling approximately \$400,000. Any remaining balance shall be paid to the County in water and sewer connection/tap fees, unless the Owners can provide documentation sufficient to the County to show that the installation costs for off-site utilities along Route 10 exceeding \$400,000. Alternatively, the remaining balance may be utilized to cover overages in off-site transportation improvements, at the discretion of the County.

6. **Easements for Utility Extensions.** Upon the request of the County, the Owners shall provide any easements necessary to accommodate utility extensions along the entire Property frontage of Route 10.

E. ROAD IMPROVEMENTS.

1. **Public Roads.** The public road system contemplated by the Development Plan, the Access Management Plan and the Traffic Impact Analysis submitted as a Related Component shall be constructed by the Owners in accordance with VDOT standards and offered for dedication to the VDOT Secondary System of Roads at the time applicable phases of such road system are completed during site development of the applicable phases of the Development. Before the Development exceeds the 486,691 Commercial space limitation an amended TIA shall be required.

2. **Benn's Grant Boulevard.**

a) The Owners shall convey or cause to be conveyed to the Virginia Department of Transportation ("VDOT") a one hundred twenty foot (120) wide right-of-way for an east-west collector road to be known as Benn's Grant Boulevard that shall run between Route 10

and the western boundary of the Property as shown on the Development Plan and referred to in the Traffic Impact Analysis as Benn's Grant Boulevard (the "Benn's Grant Boulevard R/W"). The creation of the Benn's Grant Boulevard R/W shall occur prior to or in conjunction with the earliest to occur of County approval of the initial site plan for any portion of the Benn's Grant Development or the recordation of the first subdivision plat of any portion of the Benn's Grant Development.

b) The Owners shall cause to be designed and constructed the road improvements to the Benn's Grant Boulevard (the "Benn's Grant Boulevard Improvements"). The Benn's Grant Boulevard Improvements shall be designed and constructed in accordance with construction plans that have been approved by the County and VDOT. The Benn's Grant Boulevard Improvements shall be completed in phases as shown in Benn's Grant Tier 2 – Residential and Medical Office Development Traffic Analysis prepared by Kimley-Horne and Associates, Inc. and dated April 8, 2014.

3. Brewer's Neck Boulevard Extended.

a) The Owners shall acquire, convey or cause to be conveyed to VDOT a one hundred and forty foot (140') wide right-of-way known as Brewer's Neck Boulevard Extended to run between Route 10 and Route 32/258 as shown on the Development Plan and referred to in the Traffic Impact Analysis (the "Brewer's Neck Boulevard Extended R/W"). The recordation of the Brewer's Neck Boulevard Extended R/W shall occur prior to or in conjunction with the earliest to occur of County approval of the initial site plan for any portion of the Benn's Grant Development or the approval of the first subdivision plat of any portion of the Benn's Grant Development.

b) The Owners shall cause to be acquired, designed and constructed the road

improvements for Brewer's Neck Boulevard Extended (the "Brewer's Neck Boulevard Extended Improvements") as such improvements are identified in the Traffic Impact Analysis, as supplemented by the Benn's Grant Tier 1 Residential Development Traffic Analysis prepared by Kimley-Horne and Associates, Inc. dated April 8, 2014 and the Benn's Grant Tier 2 – Residential and Medical Office Development Traffic Analysis prepared by such firm and also dated April 8, 2014 (the "Traffic Impact Analyses"). Copies of the Traffic Impact Analyses are attached as Exhibit D. The Brewer's Neck Boulevard Extended Improvements shall be designed and constructed in accordance with construction plans approved by the County and VDOT prior to the issuance of the certificate of occupancy for any commercial structure or the 90th Certificate of Occupancy for a Single Family or Townhouse Dwelling Unit within any phase of the Development.

4. **Route 10 Improvements**. The Owners shall cause to be designed and constructed the road improvements for Route 10 as set forth in the Access Management Plan prepared by Kimley-Horne Associates, Inc. and dated May 8, 2009 (the "Access Management Plan"), and referred to in the Traffic Impact Analyses, known as Benn's Church Boulevard, excluding for purposes of this Proffer the road improvements described in Proffer E.6 below relating to Route 32/258 (the "Route 10 Improvements"). The Owners shall convey or cause to be conveyed to VDOT all rights-of-way required to construct the Route 10 Improvements. The Route 10 Improvements shall be designed and constructed in accordance with construction plans approved by the County and VDOT. The portion of the Route 10 Improvements along the entrances to and providing access to the commercial portion of the Benn's Grant Development depicted on the Development Plan shall be completed in phases prior to the issuance by the County of any Certificate of Occupancy

for commercial structures in the Benn's Grant Development consistent with the phasing plan.

5. **Signalization.** If future traffic analysis warrants, the Owners do hereby proffer to design and construct at their sole expense and convey to VDOT a traffic signalization or other traffic improvements at "John Upton Drive" as shown in the Neighborhood Plan Book and Route 10 intersection, mutually agreed upon by VDOT, the County and the Owners. This proffer shall remain in effect until the year 2029.

6. **Route 32/258 Improvements.** The Owners shall acquire, design and construct or cause to be designed and constructed the road improvements to Route 32/258 as set forth in the Access Management Plan and referred to in the Traffic Impact Analyses known as Brewer's Neck Boulevard, including as part of the proposed signal design for the new Benn's Church Boulevard/Benn's Grant Boulevard intersection a permanent count station (the "Count Station"), but excluding for purposes of this Proffer the Route 10 Improvements (the "Route 32/258 Improvements"). The Count Station will include four loops, one located in each lane between Benn's Grant Boulevard and the main entrance to the Development on Route 10 or at locations within the Route 32/258 Improvements to be determined by VDOT. The Owners shall acquire, convey, or cause to be conveyed to VDOT all rights-of-way required to construct the Route 32/258 Improvements. The Route 32/258 Improvements shall be designed and constructed in accordance with construction plans approved by the County and VDOT. Upon the determination pursuant to the proffers approved by the Board of Supervisors of the County in connection with the rezonings for St. Luke's Village [Cases #ZA-09-04/ZA-08-07 and AZ-07-13, O'Neil (Case #ZA-04-07) and Riverside (Case #ZA-09-08)] (the "Other Rezonings") of the amounts due from the applicants of the Other Rezonings for any portion of the Route 32/258 Improvements, such

amounts shall be applied to the Route 32/258 and Brewer's Neck Extended Improvements as identified in the Traffic Impact Analyses. The Route 32/258 Improvements shall be completed prior to the issuance by the County of any Certificate of Occupancy for any commercial structure, or the 90th Certificate of Occupancy for a Single Family or Townhouse Dwelling Unit within any phase of the Development.

7. **Benns United Methodist Church.** Upon the conveyance of all necessary land to Benn's United Methodist Church required for the improvement of this Proffer, the Owners shall request from VDOT a right-in/right-out on Brewer's Neck Boulevard Extended and shall upgrade the existing driveway on Brewer's Neck Boulevard to a right-in/right-out for access to and from Benn's United Methodist Church. The Owners shall, at their expense, design and construct both entrances and exits for the Church along with the necessary drive aisles constructed of an all-weather asphalt material with road specifications as approved by the County Engineering Department to accommodate two-way vehicular traffic from the proposed right-ins/right-outs to the existing church parking lot(s), if approved by VDOT.

F. **OPEN SPACE AND TRAILS.**

1. **Open Space and Recreation Facility.** The Owners shall cause to be constructed recreation areas and facilities for residents, to include at a minimum, community meeting room, outdoor pool and exercise facilities, and open space shall be sufficient to meet the requirements of the County ordinance, per the approval of the Planning and Zoning Director.

2. **Sidewalks and Trails.** The Owners shall design and construct a network of sidewalks, pedestrian's walkways and bike paths within the project per the approval of the Planning and Zoning Director.

G. CASH PROFFERS.

1. Residential Cash Proffers.

a) In order to offset capital costs incurred by the County as a result of residential development within the Property, voluntary cash payments ("Residential Cash Proffers") shall be made to the County. Payment of the Residential Cash Proffer for each "For Sale" Single Family and Townhouse shall be secured by a deed of trust (the "Cash Proffer Deed of Trust") subordinate to acquisition and development loan financing and recorded prior to the recordation of the first subdivision plat of any portion of the Residential Property creating residential lots on which Single Family or Townhouse Dwelling Units may be constructed. The Cash Proffer Deed of Trust shall be a lien against the portion of the Residential Property upon which it is intended that "For Sale" Single Family and Townhouse Dwelling Units are to be constructed, with the applicable Residential Cash Proffer to be paid at or before the date a certificate of occupancy is issued with respect to each such residential lot on which a "For Sale" Single Family or Townhouse is constructed (the "Dwelling Unit Closing"). In the case of Workforce Dwelling Units, the Cash Proffer Deed of Trust shall be released and replaced at the Dwelling Unit Closing with a Workforce Deed of Trust securing the Residential Cash Proffer and all Other County Fees otherwise applicable to any such Workforce Dwelling Unit.

b) The Owners shall contribute a voluntary cash proffer for the up to 320 Single Family units and Townhouses in the total amount of \$1,718,400 or \$5,370 per unit. This reduction is being proposed to compensate for the market reduction in per unit cost of land value from \$25,000 to \$15,000 for a total market value reduction of \$3,200,000. The voluntary cash proffer will be reinvested in the project to fund the cost of off-site road improvements, to include improvements to the existing Intersection of Benn's Church Boulevard and Brewer's

Neck Boulevard (Rt. 32/258), the construction of Brewer's Neck Boulevard Extended, and the Benn's Church Boulevard (Route 10) improvements, totaling approximately \$4,600,000. Pending approval of the County's request for \$2,500,000 under the VDOT Revenue Sharing Program to assist in funding the cost of the aforementioned off-site road improvements, the voluntary cash proffer contribution shall be utilized to satisfy the County's matching fund requirements, to include the cost of engineering. Additionally, the Owners further agree to fund the balance of the off-site road improvements as proffered in the Access Management Plan for Benn's Grant Mixed-Use Development, dated May 8, 2009, minus the portion proffered by the St. Luke's Development under Zoning Case #ZA-08-07, approved February 21, 2008. If the costs of the off-site improvements total less than \$4,600,000, any remaining balance shall be paid to the County in residential cash proffers for offsite capital costs incurred by the County as a result of residential development within the property.

c) The Owners shall contribute a voluntary cash proffer for the 240 Multifamily (apartment) units in the total amount of \$1,600,000 or \$6,666 per unit. This reduces the total original commitment of \$3,266,640 by \$1,666,640. This reduction is being proposed to compensate for the market reduction in per unit cost of land value from \$25,000 to \$15,000 for a total market value reduction of \$2,400,000. The voluntary cash proffer will be reinvested in the project to fund the cost of off-site road improvements, to include improvements to the existing intersection of Benns Church Boulevard and Brewer's Neck Boulevard (Rt. 32/258), the construction of Brewer's Neck Boulevard Extended, and the Benns Church Boulevard (Rt. 10) improvements, totaling approximately \$4,000,000. Pending approval of the County's request for \$1,000,000 under the VDOT Revenue

Sharing Program to assist in funding the cost of the aforementioned off-site road improvements, the voluntary cash proffer contribution shall be utilized to satisfy the County's matching fund requirement, to include the cost of engineering. Additionally, the Owners further agree to fund the balance of the off-site road improvements as proffered by the Access Management Plan, minus the portion proffered by the St. Luke's development under Zoning Case #ZA-08-07, approved February 21, 2008. If the costs of the off-site improvements total less than \$4,000,000, any remaining balance shall be paid to the County in residential cash proffers to offset capital costs incurred by the County as a result of residential development within the property.

d) After payment of the water and sewer connections fees for the first Workforce Housing rental unit, the Owners agree to make a cash proffer to the County of \$5,790.00 for each Workforce Housing rental unit constructed. The Owners shall not be required to pay any other Workforce Housing rental unit water and sewer connections fees. Payment of this proffer shall be made to the County at the time of the issuance of each individual certificate of occupancy. The Workforce Rental Housing acreage shall be secured by a Workforce Rental Housing Deed of Trust in favor of the County. The affected Workforce Rental Housing Deed of Trust shall be subordinate to all construction and permanent financing for the rental units. The Workforce Rental Housing Deed of Trust shall be a lien against the land developed as Workforce Rental housing. The lien amount shall be based upon the total of the Residential Cash Proffer plus any other County fees that would otherwise be payable for such Dwelling Unit. The Workforce Housing rental units shall be affordable for rental by households whose maximum income is 105% of the Area

Median Income and shall be made available for a range of households so that the average income shall not be less than 90% of the Area Median Income.

2. **Commercial Cash Proffers.** In order to offset capital costs incurred by the County as a result of commercial development within the Property, voluntary cash payments equal to \$632.00 per 1,000 square feet of gross floor area of each commercial building constructed on the Commercial Property (“Commercial Cash Proffers”) shall be made to the County. Notwithstanding the preceding sentence voluntary cash payments equal to \$596.00 per 1,000 square feet of gross floor area of each office building constructed on the Commercial Property (“Office Cash Proffers”) shall be made to the County. Payment of the Commercial Cash Proffers for a commercial building shall be made to the County prior to the the issuance of the first certificate of occupancy for any portion of any such commercial building.

H. **MISCELLANEOUS.**

1. **Transfer of Title, Rights and Obligations.** Anything herein contained to the contrary notwithstanding, upon a transfer of title to a portion of the Property by the Owners to a party intending to develop such portion of the Property in accordance with the Development Plan, all rights and obligations of the Owners hereunder related to such portion of the Property shall automatically be transferred to and/or assumed by such party and the Owners shall be released of all such obligations related to such portion of the Property.

2. **Charles Driver Jordan House.** The Owner will remove the Charles Driver Jordan House, salvaging all reusable building materials reasonably possible. The Owner will use a portion of such materials to create an appropriate monument memorializing the Charles Driver

Jordan House and will endeavor to use the balance of such materials either during the course of construction of "For Sale" Single Family and Townhouse Dwelling Units or during the course of construction of amenities to serve the portion of the Residential Property upon which such Dwelling Units are intended to be constructed.

* * * * *

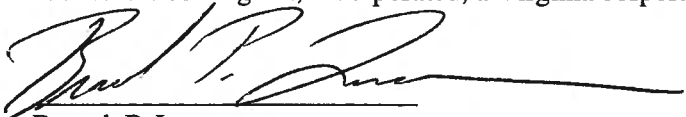
The undersigned hereby represent that all owners with a legal interest in the Property have signed this Amended Proffer Statement #4, that they have full authority to bind the Property to these conditions, and that the Proffers are entered into voluntarily.

[Signatures are on the following pages.]

APPLICANT:

East West Partners of Virginia, Incorporated, a Virginia corporation

By:

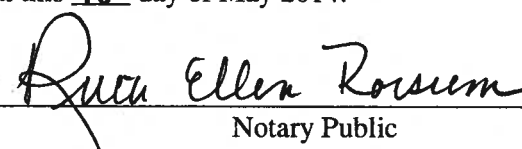

Branch P. Lawson
Authorized Representative

COMMONWEALTH OF VIRGINIA
CITY OF SUFFOLK, to-wit:

I, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Branch P. Lawson, Authorized Representative of East West Partners of Virginia, Incorporated, a Virginia corporation, whose name as such is signed to the foregoing instrument, has acknowledged the same before me in my jurisdiction aforesaid.

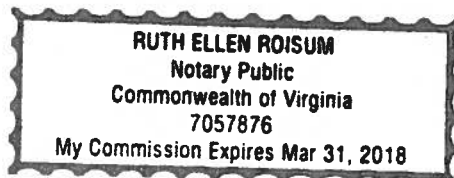
Given under my hand and seal this 13th day of May 2014.

(AFFIX SEAL)


Notary Public

My commission expires:
Notary Registration No.:

03-31-2018
7057876



[Signatures continue on the following pages.]

OWNER:

Benn's Church Properties, a Virginia general partnership

By:

(SEAL)

Name: Richard L. Turner

Title: General Partner

COMMONWEALTH OF VIRGINIA

COUNTY OF ISLE OF WIGHT, to-wit:

I, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard L. Turner, General Partner of Benn's Church Properties, a Virginia general partnership, whose name as such is signed to the foregoing instrument, has acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand and seal this 13th day of May 2014.

(AFFIX SEAL)

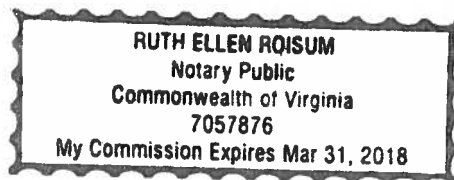
Ruth Ellen Roisum
Notary Public

My commission expires:

03-31-2018

Notary Registration No.:

7057876



[Signatures continue on following pages.]

OWNER:

Benn's Church Properties, a Virginia general partnership

By: (SEAL) Henry W. Morgan
Name: Henry W. Morgan
Title: General Partner

COMMONWEALTH OF VIRGINIA
COUNTY OF ISLE OF WIGHT, to-wit:

I, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Henry W. Morgan, General Partner of Benn's Church Properties, a Virginia general partnership, whose name as such is signed to the foregoing instrument, has acknowledged the same before me in my jurisdiction aforesaid.

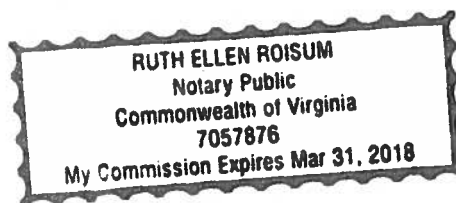
Given under my hand and seal this 13th day of May 2014.

(AFFIX SEAL)

Ruth Ellen Roisum
Notary Public

My commission expires:
Notary Registration No.:

03-31-2018
7057876



[Signatures continue on following pages.]

OWNER:

Turner Farms, Inc., a Virginia corporation

By: (SEAL) *Richard L. Turner*
Name: Richard L. Turner
Title: President

COMMONWEALTH OF VIRGINIA
COUNTY OF ISLE OF WIGHT, to-wit:

I, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard L. Turner, President of Turner Farms, Inc., a Virginia corporation, whose name as such is signed to the foregoing instrument, has acknowledged the same before me in my jurisdiction aforesaid.

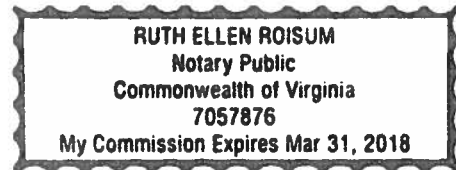
Given under my hand and seal this 13th day of May 2014.

(AFFIX SEAL)

Ruth Ellen Roisum
Notary Public

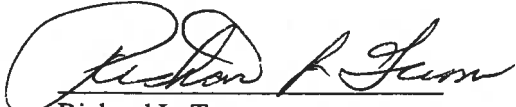
My commission expires:
Notary Registration No.:

03-31-2018
7057876



[Signatures continue on the following pages.]

OWNER:

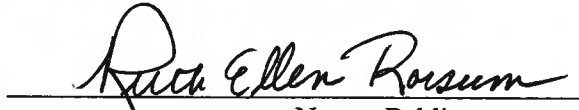

Richard L. Turner

COMMONWEALTH OF VIRGINIA
COUNTY OF ISLE OF WIGHT, to-wit:

I, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard L. Turner, whose name as such is signed to the foregoing instrument, has acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand and seal this 13th day of May 2014.

(AFFIX SEAL)

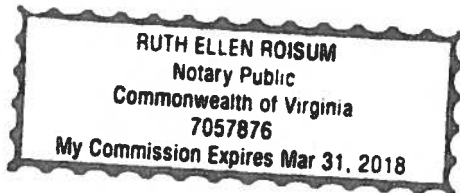

Notary Public

My commission expires:

03-31-2018

Notary Registration No.:

7057876



[Signatures conclude on following page.]

OWNER:

Henry W. Morgan
Henry W. Morgan

COMMONWEALTH OF VIRGINIA
COUNTY OF ISLE OF WIGHT, to-wit:

I, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Henry W. Morgan, whose name as such is signed to the foregoing instrument, has acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand and seal this 13th day of May 2014.

(AFFIX SEAL)

Ruth Ellen Roisum
Notary Public

My commission expires:
Notary Registration No.:

03-31-2018
7057876



**AMENDED AND RESTATED APARTMENT PROPERTY PROFFERS
BEING THE SIXTH AMENDMENT WITH RESPECT TO THE PROFFERS
AFFECTING THE APARTMENT PROPERTY
December 9, 2021**

The proffers filed on May 8, 2009, amended on May 21, 2009, July 15, 2010, October 17, 2013, May 14, 2014 and January 18, 2018 (“Proffers”)

Tax Map Number: 32-01-082B; Instrument Number 210006551

THIS AMENDED AND RESTATED APARTMENT PROPERTY PROFFERS, being the Sixth Amendment with respect to the Proffers Affecting the Apartment Property (this “Apartment Proffer Statement”) made as of the 9th day of December, 2021, by Benn’s Grant Apartment Homes, LLC (“Apartment Property Owner”) and Bennis Church Properties, a Virginia general partnership, (“BCP”).

The Apartment Property Owner is the owner of the 18.7498 acres of land located in Isle of Wight County, Virginia (the “County”), known as Tax Map Parcel 32-01-082B and as “Parcel A” as shown on the subdivision plat entitled “SUBDIVISION PLAT & BOUNDARY LINE ADJUSTMENT PLAT OF BENN’S GRANT PARCEL A”, made by ATCS, dated May 10, 2021 and recorded in the Clerk’s Office of the Circuit Court of Isle of Wight County, Virginia as Instrument No. 210006500 (“Subdivision Plat”), as more particularly described on Exhibit A attached hereto (the “Apartment Property”). The Apartment Property is a portion of the Benn’s Grant development, which is subject to the Proffers. The amendments set forth below amend the Proffers affecting the Apartment Property by collecting into this Apartment Proffer Statement all Proffers affecting the Apartment Property and clarifying (and where appropriate, amending) the obligations of the Apartment Property Owner. This Apartment Proffer Statement supersedes the Proffers in entirety with respect to the Apartment Property. Notwithstanding the foregoing, the Apartment Property remains a part of the Bennis Grant master planned community (subject only to the obligations contained herein) and is entitled to the benefits of the various master plans, utilities, open space and other amenities of the Bennis Grant Development as provided in the Proffers and the master plans and other documents referenced in the Proffers. These amendments do not amend or alter the Proffers with respect to property outside of the Apartment Property (all such property outside of the boundaries of the Apartment Property, the “Other Property”).

The following conditions amend and restate in their entirety all proffers with respect to the Apartment Property and are voluntarily proffered:

A. **GENERAL.**

1. **Residential Dwelling Units.** The number of apartment units permitted on the Apartment Property is two-hundred and forty (240).

2. **Apartment Neighborhood Plan Book.** The Buffer Yard Requirements, Plant Material Size Specifications, Tree Table, Residential Foundation and Screen Planting, Architectural Guidelines, Street Signage, and Apartment Property Entry Feature for the Apartment Property designed for consistency with the Bennis Grant Mater Development are contained in the Benn's Grant Apartment Neighborhood Plan Book attached hereto as **Exhibit B.** The Apartment Property shall comply with the Apartment Neighborhood Plan Book or the Zoning Ordinance landscaping requirements, whichever is more stringent, provided however that the open space provided by the Proffers and the Bennis Grant master plans shall satisfy the open space, and similar such requirements contained in the Zoning Ordinance.

3. **Sidewalks and Trails.** In connection with the development of the Apartment Property, the Apartment Property Owner shall design and construct a bicycle and pedestrian trail along Route 10 ("Route 10 Trail"), and a pedestrian trail along the southern boundary of the Apartment Property. The Route 10 Trail shall be an 8' wide asphalt trail within the 70' buffer along Route 10, and the Apartment Property Owner shall grant the County a 12' easement across said trail for pedestrian and bicycle use. In addition and in connection with the development of the Apartment Property, the Apartment Property Owner shall construct, in accordance with VDOT standards, a pedestrian sidewalk within the right of way along that portion of Turner Landing Way that abuts the Apartment Property. The Apartment Property Owner shall maintain the above referenced sidewalk at its sole cost and expense unless and until VDOT assumes such maintenance obligations, and this sidewalk shall be for use by the general public.

4. **Residential Apartment Association.** If the Apartment Property remains a single parcel or is owned in fee by a single owner, the Apartment Property Owner shall be responsible for the maintenance of common facilities and amenities within the Apartment Property. If at any time the Apartment Property Owner wishes to divide the Apartment Property into separate parcels of land and transfer these parcels to more than one fee owner, then, prior to so subdividing, subject to review and approval by the County, the Apartment Property Owner may create an apartments association ("RAA") to regulate the use of and provide standards for the construction, landscaping and use of land and structures and for the maintenance of common facilities and amenities within

the Apartment Property, and if an RAA is established, a Declaration of Covenants, Conditions, Restrictions and Easements as approved by the County Planning Department shall be recorded.

5. Environmental Protection. The Apartment Property shall be served by a low impact development measure, such as permeable pavement/pavers, rain gardens, bioretention filters, open space in excess of 40% of the total site acreage, or rainwater harvesting as enhanced stormwater management techniques appropriate for increasing groundwater recharge or decreasing stormwater runoff.

B. UTILITY IMPROVEMENTS.

1. Public Water and Sewer Systems. The Apartment Property shall be served by the Sanitary Sewer Facilities (as defined in the Proffers and Master Sewer Plan) and the Water Distribution Facilities (as defined in the Proffers and Master Water Plan) or other public water and sewer facilities available to the Apartment Property. If requested by the County, the Apartment Property Owner shall grant the County a twenty-five foot (25') wide public utility easement running parallel to Route 10 for the purpose of water and sewer lines.

2. Apartment Connection Fees. Apartment Property Owner shall pay \$6,666.67 per unit (for a total of \$1,600,000.80) in water and sewer connection/tap fees to the County payable in the amount of \$6,666.67 per unit upon each issuance of a final certificate of occupancy for each residential apartment building. In addition, if requested by the County during the construction of the apartments on the Apartment Property, the Apartment Property Owner will install the sanitary sewer force main along the Apartment Property Owner's property line starting at the intersection of Route 10 and Turner Landing Way along Route 10 to the southernmost corner of the Apartment Property along Route 10, and all costs associated therewith shall be promptly reimbursed by the County to the Apartment Property Owner from the water and sewer connection/tap fees.

C. CASH PROFFERS. Apartment Property Owner shall contribute a voluntary cash proffer for up to 240 apartment units in the total amount of \$1,600,000.80 payable in the amount of \$6,666.67 per unit upon each issuance of a final certificate of occupancy for each residential apartment building. The County shall use the cash proffers to assist in offsetting the cost of the Benn's Grant water tower.

D. SIGNALIZATION AT ROUTE 10 AND TURNER LANDING WAY. As owner of the commercial, retail and office property within the Benns Grant development (i.e., Tax Map

Parcel 32-01-082), BCP confirms that the owners of Tax Map Parcel 32-01-082 are bound under the Proffers by the following Proffer:

“Traffic signal analyses shall be conducted at 50%, 80% and 100% of commercial, retail and office development (i.e., Tax Map Parcel 32-01-082). Signal warrant analyses shall be prepared at the Owners' expense (excluding EWBG and the Apartment Property Owner) and consistent with VDOT and MUTCD standards for evaluating and considering the installation of a new traffic signal. If future traffic signal analysis warrants are met, the Owners (other than EWBG and the Apartment Property Owner) do hereby proffer to design and construct at their sole expense and convey to VDOT a traffic signal or other traffic improvements at the Southern Intersection with State Route 10 as shown in the Neighborhood Plan Book, the Benn's Grant Access Management Plan, and as mutually agreed upon by VDOT, the County and such Owners. This proffer shall remain in effect until the year 2029, or until full buildout, whichever occurs later.”

The Apartment Property Owner shall have no obligations related to signalization at Turner Landing Way and State Route 10 including any obligations arising under the Access Management Plan dated October 11, 2017.

E. **TRANSFER OF TITLE, RIGHTS AND OBLIGATIONS.** Anything herein contained to the contrary notwithstanding, upon a transfer of title of the Apartment Property by the Apartment Property Owner to another entity intending to develop or operate the Apartment Property, all rights and obligations of the transferor set forth in this Apartment Proffer Statement shall automatically be transferred to and/or assumed by such transferee, and the transferor shall be released of all such obligations related to the Apartment Property expressly set forth in this Apartment Proffer Statement. A violation of the Proffers with respect to property other than the Apartment Property shall not constitute a violation of the proffers affecting the Apartment Property.

[Signature pages to follow.]

APARTMENT PROPERTY OWNER:

Benn's Grant Apartment Homes, LLC

By: Benn's Grant Development, LLC, Manager of Benn's Grant Apartment Homes, LLC

By: [Signature] (SEAL)
Name: J. Randolph Stokes
Title: Manager

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

I, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that J. Randolph Stokes, Manager of Benn's Grant Development, LLC, a Virginia limited liability company, whose name as such is signed to the foregoing instrument, has acknowledged the same before me in my jurisdiction aforesaid, on behalf of such company in its capacity as manager of Benn's Grant Apartment Homes, LLC.

Given under my hand and seal this 30th day of November 2021.

(AFFIX SEAL)

[Signature]
Notary Public

My commission expires: 8/31/2025
Notary Registration No.: 750 9805

[Signature pages continue on next page.]



BCP:

Benns Church Properties, a Virginia general partnership

By: Turner Farms Carrollton, Inc., a Virginia corporation f/k/a Turner Farms, Inc., General Partner

By: *Richard L. Turner* (SEAL)
Name: Richard L. Turner
Title: President

Benns Church Properties, a Virginia general partnership

By: *Henry W. Morgan* (SEAL)
Name: Henry W. Morgan
Title: General Partner

COMMONWEALTH OF VIRGINIA
COUNTY OF ISLE OF WIGHT, to-wit:

I, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard L. Turner, President of Turner Farms Carrollton, Inc., on behalf of said corporation, and Henry W. Morgan, both General Partners of Benn's Church Properties, a Virginia general partnership, have acknowledged the same before me in my jurisdiction aforesaid, on behalf of said general partnership.

Given under my hand and seal this 28 day of November.

(AFFIX SEAL) *Julie A. Darden*
Notary Public

My commission expires: 2/29/2024
Notary Registration No.: 829428



EXHIBIT A
Property Description

ALL THAT certain lot or parcel of land, with improvements thereon and appurtenances thereto belonging, lying and being in Newport District, Isle of Wight County, Virginia, and being shown as "PARCEL A 816,741 SQ. FT. 18.7498 ACRES", on that certain plat entitled "SUBDIVISION PLAT & BOUNDARY LINE ADJUSTMENT PLAT OF BENN'S GRANT PARCEL A", made by ATCS, dated May 10, 2021 and recorded in the Clerk's Office of the Circuit Court of Isle of Wight County, Virginia Instrument Number 210006500.

IT BEING the property conveyed to Benn's Grant Apartment Homes, LLC by Deed of Contribution from Benns Church Properties dated September 9, 2021 and recorded in the Clerk's Office of the Circuit Court of Isle of Wight County, Virginia in Instrument Number 210006551.

EXHIBIT B
Apartment Neighborhood Plan Book

Buffer Yard Requirements

Generally: Perimeter Buffer Areas, when possible, shall be left in natural state. If large deciduous or evergreen trees are removed, replacement trees shall be planted per Plant Material Size Specifications.

- A. 70' Wide Buffer along Benn's Grant Boulevard and Route 10:
 - 1. 1 large deciduous shade tree every 50 linear feet;
 - 2. 1 small shade tree every 50 linear feet;
 - 3. 1 evergreen tree every 1 00 linear feet; and
 - 4. masonry walls and entry features, perennials and ground cover shall be used where appropriate.
- B. 3' Southermost Boundary Landscape Buffer:
 - 1. 1 evergreen tree every 35 linear feet.

The linear feet mentioned does not indicate spacing required, but the number and type of planting materials required for the site.

Plant Material Size Specifications

- Hardwood Trees (Street Trees)
 - 2 ½” – 3” minimum caliper
- Hardwood Trees (Yard Trees)
 - 2” - 2 ½” minimum caliper
- Flowering Trees (Yard Trees)
 - 1 ½” – 2” minimum caliper
- Screening Evergreens
 - 6’ – 8’ minimum height
- Columnar Evergreens
 - 6’ – 8’ minimum height
- Spreading Evergreens
 - 2’ – 3’ minimum height
- Broadleaf, Evergreens and Deciduous Shrubs
 - 18” – 24” minimum height

Tree Table

The following trees may be used on the Apartment Property:

Botanical Name	Common Name
<i>Large Deciduous Trees</i>	
Acer rubrum	Red Maple
Betula nigra	River Birch
Carpinus Carolina	American hornbeam
Fagus grandifolia	American Beech
Liriodendron tulipifera	Tulip Poplar
Magnolia grandiflora	Bracken's Brown Beauty Magnolia
Nyssa sylvatica	Black Gum
Platanus acerifolia	London Plane Tree
Quercus falcata	Southern Red Oak
Quercus nuttallii	Nuttall Oak
Quercus palustris	Pin Oak
Quercus phellos	Willow Oak
Quercus rubra	Red Oak
Quercus virginiana	Live Oak
Taxodium distichum	Bald Cypress
Tilia americana	Basswood
Zelkova serrata	Japanese Zelkova
<i>Evergreen Trees</i>	
Ilex opaca	American Holly
Juniperus virginiana	Eastern Red Cedar
Magnolia grandiflora 'Little Gem'	Little Gem Magnolia
Magnolia grandiflora	Southern Magnolia
Pinus virginiana	Virginia Pine
Pinus taeda	Loblolly Pine
<i>Ornamental/Small Deciduous Trees</i>	
Amelanchier arborea	Downy Serviceberry
Amelanchier canadensis	Canada Serviceberry
Carpinus caroliniana	Hornbeam
Cercis canadensis	Eastern Redbud
Chionanthus virginiana	Fringe Tree
Cornus florida	Flowering Dogwood
Crataegus flava	Flowering Hawthorne
Lagerstroemia indica 'Biloxi'	Biloxi Crape Myrtle
Lagerstroemia indica 'Muskogee'	Muskogee Crape Myrtle
Lagerstroemia indica 'Natchez'	Natchez Crape Myrtle
Magnolia soulangiana	Saucer Magnolia
Prunus serrulata 'Kwanzan'	Kwanzan Cherry

Prunus yedoensis

Yoshino Cherry

Residential Foundation and Screen Planting

Plant material should be chosen based on the relationship of the ultimate height and width with regard to the space in which they are planted. Layering of plant materials is encouraged. Taller plants should be placed behind lower plants.

Shrubs should be used to complement architectural features and not obstruct views from windows.

Shrubs should be planted in mulch beds a minimum of three feet from base of building foundation.

Architectural Guidelines

The following styles shall be acceptable for the buildings on the Apartment Property.

Building styles shall be imbued with a sense of tradition. Traditional architectural styles, such as, Federal, Georgian, Arts and Crafts, Classical and Victorian styles and styles reminiscent of Downtown Smithfield, as well as, other historic districts in Virginia shall be treated as "good" architectural style.

Building design shall be harmonious with the character of dwellings on adjacent lots through form, scale, color, materials, and proportions.

No dwelling on a corner lot adjacent to any major intersection shall be sited at an angle. Corner lot dwelling siting at secondary intersections may be angled if consistent with good land planning.

Slab on grade construction shall be limited to multifamily units to comply with handicap accessibility requirements. Foundations shall be masonry, and shall be brick form, brick or stone.

Stoops and exposed water tables on front elevations shall be treated with masonry finish (brick form, brick or stone).

Brick, wood, clapboard, vinyl, natural stone, smooth finish stucco, or other various sidings can all be used for exterior walls.

No more than 40% of the multifamily buildings on the Benn's Grant Apartment Property shall be all vinyl siding. All other multifamily buildings shall be a mixture of siding materials on all visible elevations.

All roofs must have at least 5 ½ Pitch or greater, unless an exception is granted.

Porch roofs may be of lesser pitch as appropriate to the architecture.

The following general architectural styles are acceptable:



BUILDING TYPE A - EXTERIOR ELEVATION

SCALE: 1/8" = 1'-0"

BUILDING TYPE A - EXTERIOR ELEVATION

SCALE: 1/8" = 1'-0"



BUILDING TYPE A - EXTERIOR ELEVATION

SCALE: 1/8" = 1'-0"



BUILDING TYPE B - EXTERIOR ELEVATION

SCALE: 1/8" = 1'-0"

BUILDING TYPE B - EXTERIOR ELEVATION

SCALE: 1/8" = 1'-0"



BUILDING TYPE B - EXTERIOR ELEVATION

SCALE: 1/8" = 1'-0"



BUILDING TYPE C - EXTERIOR ELEVATION

BUILDING TYPE C - EXTERIOR ELEVATION



BUILDING TYPE C - EXTERIOR ELEVATION

EXTERIOR FINISH LEGEND

UNIT MASONRY : 04 20 00

B-1
SIZE : MODULAR 3.9x16"
COLOR RANGE : CLEAR
MORTAR
COLOR : BURGUNDY ACCENT MOD
ASPHALT SHINGLES : 07 31 13

TIMBERLINE LIFETIME SHINGLE
COLOR: SADDLEWOOD RANCH

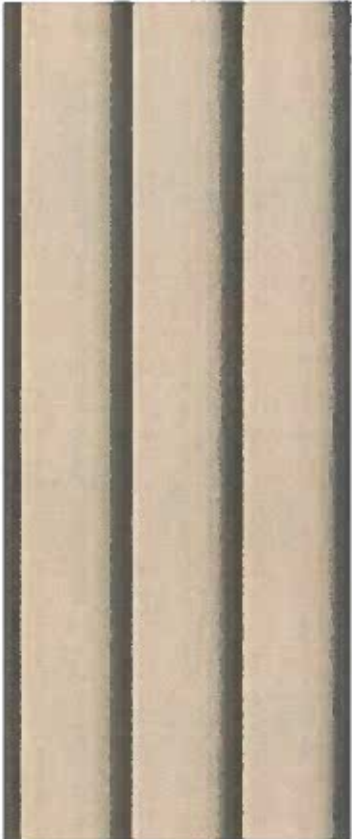
METAL ROOF PANELS : 07 41 13

MRP-1
SERIES: PC SYSTEM - 1" H. STANDING SEAM
FULL STRENGTH 70% KYNAR 500 ULTRA
COOL LOW GLOSS
COLOR: SIERRA TAN
LOCATION: BREEZEWAY ENTRY ROOF

PLASTIC SIDING : 07 46 33

LAP SIDING: (PSL)
SERIES: QUEST
SIZE: DOUBLE 4"
PSL-1 COLOR: WICKER
ACCESSORIES:
COLOR TO MATCH ADJACENT SIDING
4" CORNER POST - WOODGRAIN
INSIDE CORNER POST

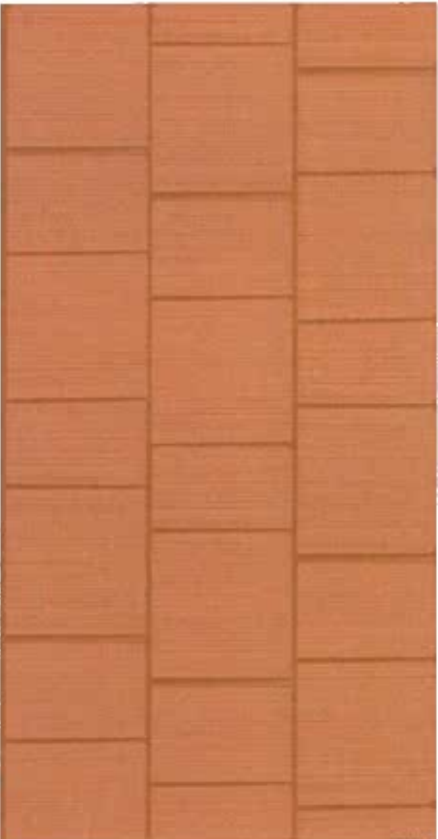
SHAKE SIDING: (PSS)
SERIES: CEDAR DISCOVERY
PERFECTION SHINGLE
SIZE: DOUBLE 7"
PSS-1 COLOR: AUTUMN HARVEST
PSS-2 COLOR: BRANDY WOOD
PSS-3 COLOR: MAHOGANY
ACCESSORIES:
COLOR TO MATCH ADJACENT SIDING
4" CORNER POST - WOODGRAIN
INSIDE CORNER POST
J-CHANNEL



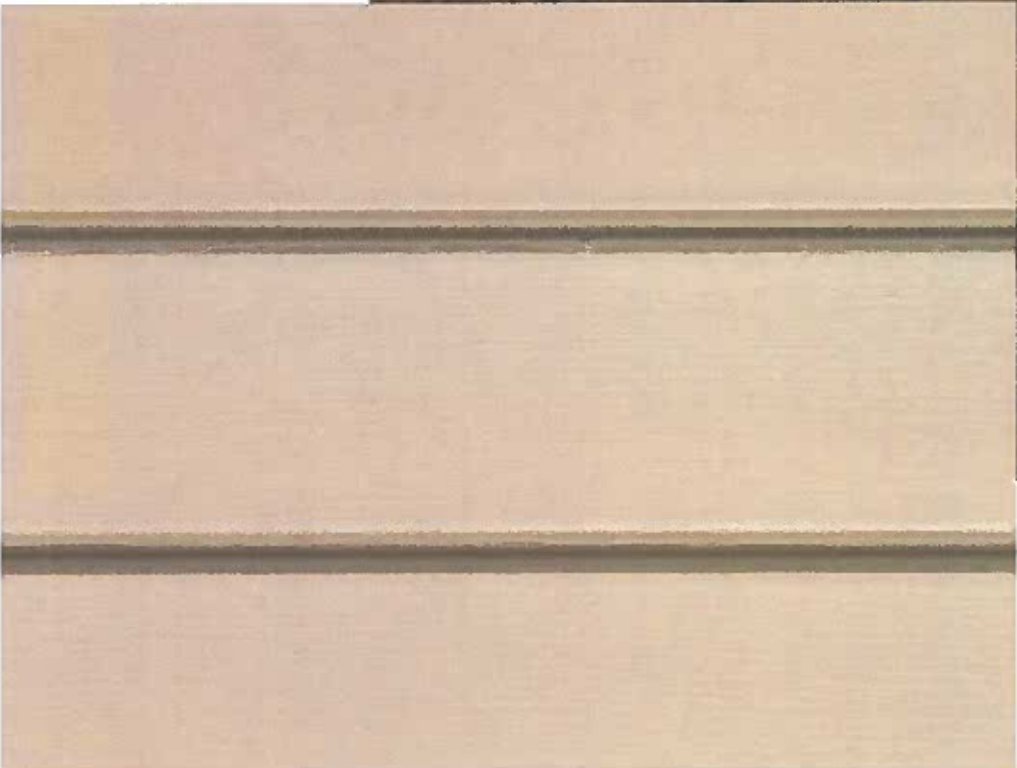
B-1



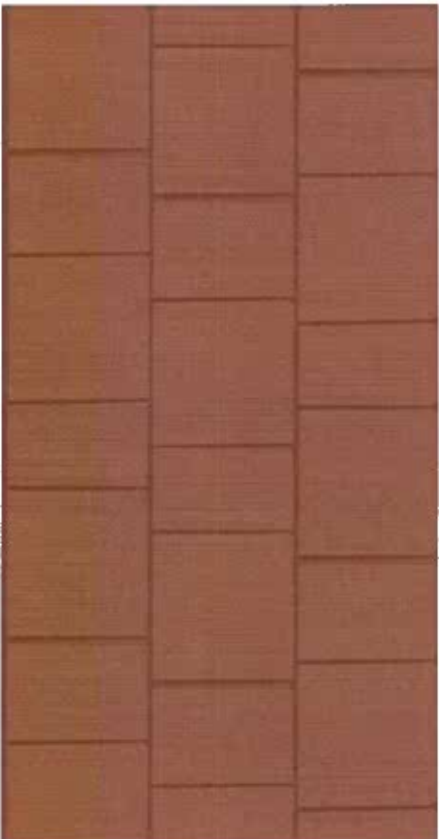
ASPHALT SHINGLES



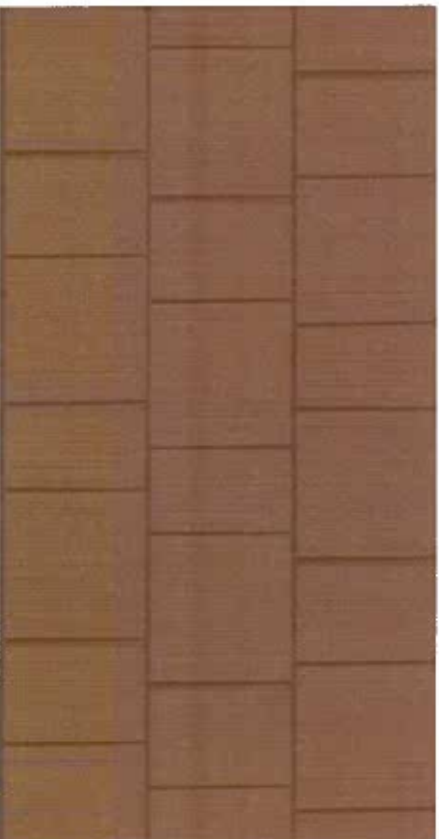
PSL-1



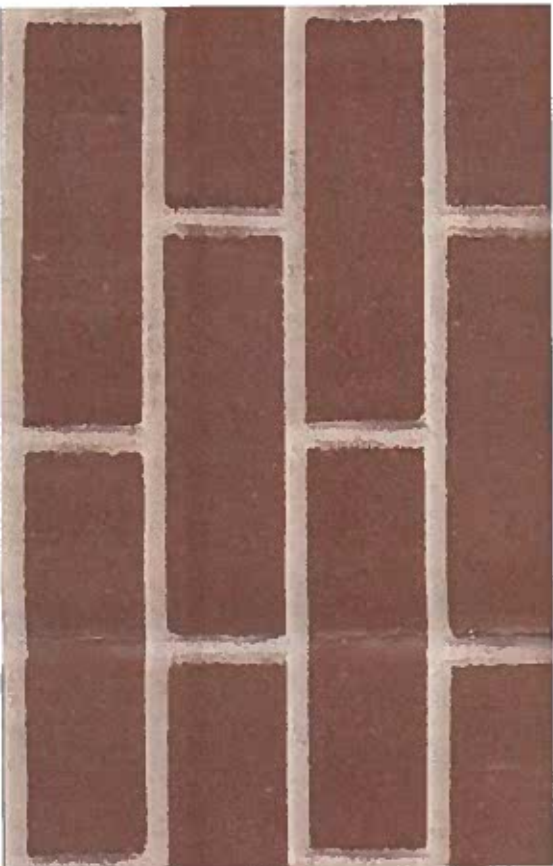
METAL ROOF PANELS



PSS-3



PSL-1



FIELD BRICK

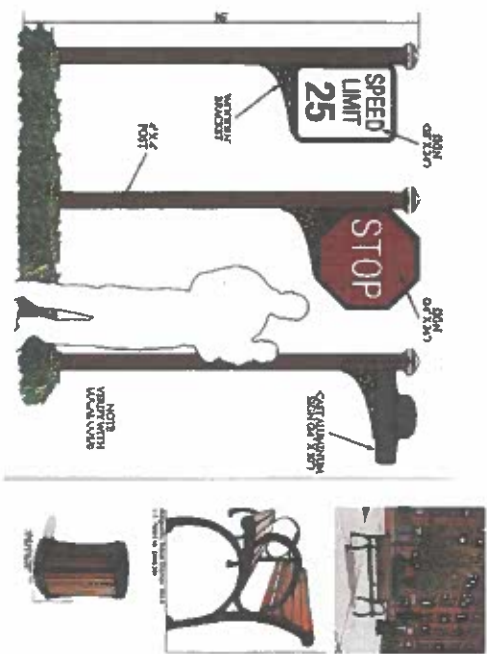
The colors and materials shown herein shall be acceptable.

Street Signage

Street signage, lighting, and hardscape elements shall be consistent throughout the project. Local Code and County input will help to determine the final selection.

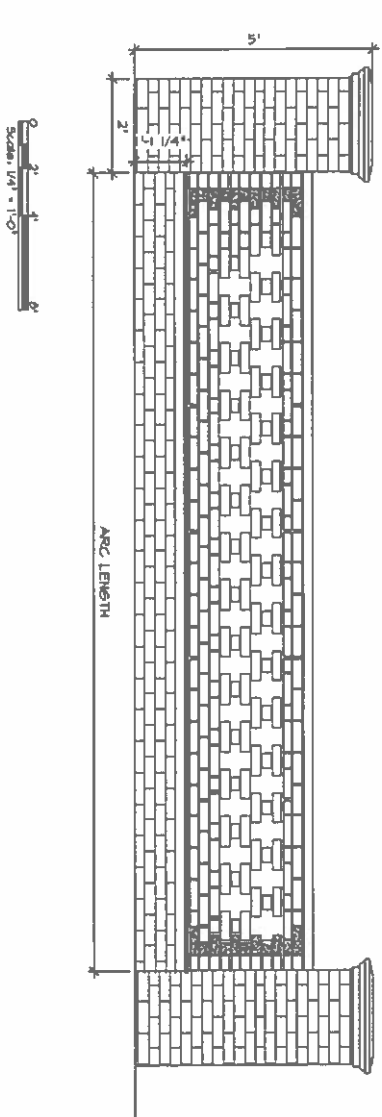
Site Furniture located along a public road or along the section of the multi-use trail located along Route 10, such as benches, lighting and trash receptacles shall be a carefully selected style to compliment the architecture. Site Furniture shall also compliment the style found in other parts of Isle of Wight and reflect the character of St. Luke’s Historic District.

The following general street signage and bench styles are acceptable:



Apartment Property Entry Feature

An entry feature such as the following (which may include a pierced design as shown below or not):



or an entry feature meeting the standards set forth on page 58 of the Neighborhood Plan Book shall be installed at the intersection of Route 10 and Turner Landing Way in the general location shown below:

