



AGENDA
Spotsylvania County
Board of Supervisors Meeting
Board Room/Richard E Holbert Building

January 26, 2021
6:00 PM

Call to Order

Pledge of Allegiance, Invocation

Approval of Agenda Including Possible Agenda Additions

Presentation of Consent Agenda

1. Approval of the Minutes for the January 12, 2021 Board Meeting
2. Approval of Contract to Marion Enterprises, Inc. for the Merchants Square Building Renovation
3. Approval of Contract to Priority Dispatch Corp. for an Automated Call Tracking System for Emergency Medical & Fire Dispatching
4. Approval of Proposal for Wine Sales at the Visitors Center
5. Approval of Purchase Order #21050 to Unassailable Solutions LLC for Soft CODEC Conference Room Upgrades
6. Approval of Task Order to Samaha Associates, P.C. for Courthouse Phase II and Phase III Interiors Projects.
7. Authorize Public Hearings for Amendments to the County's Erosion and Sediment Control Ordinance
8. Resolution Approving Fully Funding the UPC 111456: Rte 2092/Rte 2087 Connector Road Project
9. Resolution Approving Spotsylvania County's I-395/95 Commuter Choice Program Applications

Public Comment on Consent Agenda

Vote on Consent Agenda

Public Presentations (3 minutes per speaker)

Board Reports

Public Hearings

1. R19-0013 Spotsylvania Mall Company (Bonaventure Investments, LLC)
Courtland District

Presentations Reports by Others

1. VDOT Report
2. FREM - ISO Rating Update
3. Budget Adjustment & Appropriation for Bonuses Stemming from State Requirement for Bonuses for Certain Sheriff's Office Positions

Closed Meeting

New Business

1. Next Board of Supervisors Meeting is February 9, 2021 at 4:30 p.m.

Adjournment

The finalized agenda may be found on the County website at www.spotsylvania.va.us under the Board of Supervisors tab on or before the Saturday preceding the meeting date. By order of the Spotsylvania County Board of Supervisors, the Board reserves the right to amend this agenda on the day of the Board meeting. The Board of Supervisors encourages the participation of all County citizens. For those with special needs, please notify the County Administrator's Office of any accommodation required prior to the meeting you wish to attend.

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date: January 26, 2021

Title: Approval of the Minutes for the January 12, 2021
Board Meeting

Agenda Title: Approval of the Minutes for the January 12, 2021
Board Meeting

Recommendation: Approve the minutes for the January 12, 2021 Board
meeting.

Summary: The minutes are attached.

Staff Contacts: Aimee Mann, Deputy Clerk to the Board of
Supervisors

Additional Background/Other Considerations: n/a

Consequence of Denial/Inaction: The minutes will not be approved.

ATTACHMENTS:

File Name	Description	Type
Min_011221.doc	January 12, 2021 Minutes	Minutes

PRESENT: Deborah H. Frazier, Salem District
Barry K. Jett, Livingston District
Kevin W. Marshall, Berkeley District
Timothy J. McLaughlin, Chancellor District
David Ross, Courtland District
Gary F. Skinner, Lee Hill District
Chris Yakabouski, Battlefield District

STAFF PRESENT: Ed Petrovitch, County Administrator
Mark L. Cole, Deputy County Administrator
Karl Holsten, County Attorney
Aimee R. Mann, Deputy Clerk

Mr. Petrovitch called the meeting to order at 4:30 p.m. Supervisor Skinner led the Pledge of Allegiance and Supervisor Frazier gave the invocation.

ORGANIZATION OF THE BOARD OF SUPERVISORS

Mr. Petrovitch asked for nominations for the Chairman of the Board.

Supervisor McLaughlin nominated Supervisor Marshall.

On a motion by Supervisor McLaughlin and passed 6 to 1 with Supervisor Yakabouski opposed, the Board elected Supervisor Marshall as Chairman of the Board of Supervisors for 2021.

VOTE:

Ayes:	6	Frazier, Jett, Marshall, McLaughlin, Ross, Skinner
Nays:	1	Yakabouski
Absent:	0	
Abstain:	0	

Chairman Marshall asked for nominations for Vice Chairman of the Board.

Supervisor Ross nominated Supervisor McLaughlin.

Supervisor Skinner nominated Supervisor Jett.

Supervisor Ross made a motion to elect Supervisor McLaughlin as Vice Chairman of the Board of Supervisors for 2021. The motion failed 3 to 4 with Supervisors Frazier, Jett, Skinner and Yakabouski opposed.

VOTE:

Ayes:	3	Marshall, McLaughlin, Ross,
Nays:	4	Frazier, Jett, Skinner, Yakabouski
Absent:	0	
Abstain:	0	

Supervisor Skinner made a motion to elect Supervisor Jett as Vice Chairman of the Board of Supervisors for 2021. The motion passed 4 to 3 with Supervisors Marshall, Ross and Yakabouski opposed.

VOTE:

Ayes:	4	Frazier, Jett, McLaughlin, Skinner
Nays:	3	Marshall, Ross, Yakabouski
Absent:	0	
Abstain:	0	

The Board recessed at 4:35 p.m. and reconvened at 4:38 p.m.

On a motion by Chairman Marshall and passed unanimously, the Board adopted the resolution for the Schedule of Meetings for 2021 as follows:

VOTE:

Ayes:	7	Frazier, Jett, Marshall, McLaughlin, Ross, Skinner, Yakabouski
Nays:	0	
Absent:	0	
Abstain:	0	

RESOLUTION NO. 2021-1

Adopting the Spotsylvania County Board of Supervisors' Schedule of Meetings for 2021

BE IT RESOLVED by the Spotsylvania County Board of Supervisors, that all Board of Supervisors meetings for 2021 shall be held in the Board Meeting Room of the Holbert Building, 9104 Courthouse Road, Spotsylvania, Virginia 22553, unless otherwise noted in the following schedule, and

BE IT FURTHER RESOLVED, that the dates and times for such meetings shall be in accordance with the following schedule:

Date	Time
January 12	4:30 p.m.

January 26 6 p.m.
February 9 4:30 p.m.
February 23 6 p.m.
March 9 4:30 p.m.
March 23 6 p.m.
March 30..... 6:30 p.m. at Courtland High School
April 6 6 p.m.
April 8 6 p.m.
April 13 4:30 p.m.
April 27 6 p.m.
May 11 4:30 p.m.
May 25 6 p.m.
June 22 4:30 p.m.
July 27 4:30 p.m.
August 10 4:30 p.m.
August 24 6 p.m.
September 14 4:30 p.m.
September 28 6 p.m.
October 12 4:30 p.m.
October 26 6 p.m.
November 9 4:30 p.m.
December 14 4:30 p.m.
January 11, 2022 4:30 p.m.

BOARD APPOINTMENTS TO BOARDS, COMMITTEES AND COMMISSIONS

Chairman Marshall made the following appointments:

Capital Construction Committee:

Vice Chairman Jett and Supervisor Yakabouski (primary); Supervisor Skinner (alternate)

Extension Leadership Council

Vice Chairman Jett (primary); Chairman Skinner (alternate)

Finance Committee

Chairman Marshall and Supervisor Skinner (primary); Supervisor Yakabouski (alternate)

On a motion by Chairman Marshall and passed unanimously, the Board made the following appointments:

VOTE:

Ayes:	7	Frazier, Jett, Marshall, McLaughlin, Ross, Skinner, Yakabouski
Nays:	0	
Absent:	0	
Abstain:	0	

CPMT

Supervisor Skinner

FAMPO

Supervisors McLaughlin, Ross and Yakabouski (primary); Supervisor Frazier, Chairman Marshall and Supervisor Skinner (alternate)

Fredericksburg Regional Alliance

Supervisor Yakabouski (primary); Chairman Marshall (alternate)

Joint Fleet Maintenance

Supervisor Skinner

Lake Anna Advisory Committee

Chairman Marshall (primary); Vice Chairman Jett (alternate)

Public Safety Committee

Chairman Marshall

Transportation Committee

Supervisors McLaughlin, Ross and Yakabouski; Supervisor Skinner (alternate)

Transportation Committee School Representative

Ms. Phelps

ADOPTION OF THE BOARD OF SUPERVISORS' BYLAWS AND CODE OF ETHICS

On a motion by Supervisor Skinner and passed unanimously, the Board approved the proposed changes to the bylaws except Section 4-5 and 7.1 and with the addition of language to Section 5.3 changing 9 a.m. to close of business the previous business day.

VOTE:

Ayes:	7	Frazier, Jett, Marshall, McLaughlin, Ross, Skinner, Yakabouski
Nays:	0	
Absent:	0	
Abstain:	0	

Supervisor Ross made a motion to approve the proposed bylaw changes to Section 4-5 and 7.1 as presented. Supervisor Skinner made a substitute motion to not approve the proposed bylaw changes to Section 4-5 and 7.1 as presented. The substitute motion failed 3 to 4 with Supervisors Jett, McLaughlin, Marshall and Ross opposed.

VOTE:

Ayes:	3	Frazier, Skinner, Yakabouski
Nays:	4	Jett, McLaughlin, Marshall, Ross
Absent:	0	
Abstain:	0	

On a motion by Supervisor Ross and passed 4 to 3 with Supervisors Frazier, Skinner and Yakabouski opposed, the Board approved the proposed bylaw changes

VOTE:

Ayes:	4	Jett, McLaughlin, Marshall, Ross
Nays:	3	Frazier, Skinner, Yakabouski
Absent:	0	
Abstain:	0	

On a motion by Chairman Marshall and passed unanimously, the Board adopted the Code of Ethics as presented.

VOTE:

Ayes:	7	Frazier, Jett, Marshall, McLaughlin, Ross, Skinner, Yakabouski
Nays:	0	
Absent:	0	
Abstain:	0	

APPROVAL OF AGENDA

On a motion by Supervisor McLaughlin and passed unanimously, the Board approved the agenda with the following additions:

- Direction Requested on \$2.0 Million Reserved for County Technology and Building Access Improvements;
- Request to Approve an Additional 1.0 FTE for a Child Protective Services Supervisor Position;
- Authorization to Advertise Public Hearing for Amendments to Spotsylvania County Code Chapter 14 Article 1 – Offenses and Miscellaneous, Section 10 – Camping and Use or Storage of Camping Equipment;
- MOU Agreement Between Health Department and the County for FREM to Assist in COVID Vaccine.

VOTE:

Ayes:	7	Frazier, Jett, Marshall, McLaughlin, Ross, Skinner, Yakabouski
Nays:	0	
Absent:	0	
Abstain:	0	

On a motion by Supervisor Skinner and passed 5 to 2 with Supervisors McLaughlin and Ross opposed, the Board added the following item to the agenda:

- Direction Requested on \$2.4 Million Reserved for Schools

VOTE:

Ayes:	5	Frazier, Jett, Marshall, Skinner, Yakabouski
Nays:	2	McLaughlin, Ross
Absent:	0	
Abstain:	0	

PUBLIC COMMENT ON CONSENT AGENDA

None

APPROVAL OF THE CONSENT AGENDA

The County Administrator read the synopsis as a brief preview of these agenda items for the public.

The following items were removed for separate consideration:

- Approval of Waiver of Protective Covenants of Spotsylvania County Industrial Park for Monument Fifteen, LLC;
- Approval of Letter Supporting a Limited Access Change for I-95 Exit 126 along U.S. Route 1 SB.

On a motion by Supervisor Skinner and passed unanimously, the Board approved the amended Consent Agenda as follows:

VOTE:

Ayes:	7	Frazier, Jett, Marshall, McLaughlin, Ross, Skinner, Yakabouski
Nays:	0	
Absent:	0	
Abstain:	0	

1. Approval of Minutes of the December 8, 2020 Board of Supervisors Meeting;
2. Appointment of Gerald Childress to the Planning Commission (Chancellor District);
3. Appointment of Nicole Cole to the Citizen Budget Review Committee (Salem District);
4. Approval of Contract to Mid-Atlantic Communications, Inc. for Mobile Equipment Installations Services for FREM;
5. Resolution to Authorize in Absence of the County Administrator as follows:

VOTE:

Ayes:	7	Frazier, Jett, Marshall, McLaughlin, Ross, Skinner, Yakabouski
Nays:	0	
Absent:	0	
Abstain:	0	

RESOLUTION NO. 2021-2

Authorization in the Absence of the County Administrator

WHEREAS as of this date the COVID-19 pandemic continues across the United States and the Commonwealth of Virginia;

WHEREAS in response to the pandemic, the County declared a local emergency by adopting Resolution 2020-32 on March 17, 2020;

WEHERAS it is the best interest of the County and its citizens to maintain the ability of the County to operate despite any time during which its administrative leadership is unavailable due to health restrictions or other absence;

WHEREAS the Board of Supervisors desires to authorize the County's administrators to act on behalf of the County Administrator should he be physically unavailable to execute documents and the like;

NOW THEREFORE BE IT RESOLVED that the Deputy County Administrator is hereby authorized to act on behalf of the County Administrator should the County Administrator be physically unavailable to act; and that the County's Assistant County Administrators are hereby designated to act on behalf of the County Administrator should the Deputy County Administrator be physically unavailable to act on his behalf and;

BE IT FURTHER RESOLVED that any document executed on behalf of the County Administrator due to the physical unavailability of the County Administrator prior to this authorization which the County Administrator would otherwise be lawfully able to execute directly, is hereby ratified.

6. US 17 Limited Access Break Request for New Post 7-Eleven as followsL

VOTE:

Ayes:	7	Frazier, Jett, Marshall, McLaughlin, Ross, Skinner, Yakabouski
Nays:	0	
Absent:	0	
Abstain:	0	

RESOLUTION NO. 2021-3

**A RESOLUTION ENDORSING NET LEASE DEVELOPMENT LIMITED ACCESS
WAIVER; TIDEWATER TRAIL AND MILLS DRIVE**

WHEREAS, pursuant to Virginia Department of Transportation (VDOT) Regulation 24 VAC 30-401-10, et al., Net Lease Development (Net Lease) has applied for a change of limited access control along U.S. Route 17 (i.e., Mills Drive) and an Access Management Exception (AM-E) along BUS-U.S. Route 17/State Route 2 (Tidewater Trail) for the purposes of developing a 7-Eleven convenience store with fuel services in the northwest quadrant of the Tidewater Trail at Mills Drive intersection (Project);

WHEREAS, Net Lease Development has prepared a conceptual site plan for the site access driveway locations, overarching access restrictions, and off-site improvements to efficiently and safely accommodate future traffic demand, and to the extent reasonably possible meet VDOT Access Management Policy standards; and

WHEREAS, to accommodate the proposed site access driveway along the north side of U.S. Route 17 (Mills Drive) a request for a break in the limited access boundary must be approved by

the Commonwealth Transportation Board (CTB) in order for VDOT to allow/permit the construction of the site access driveway improvements; and

WHEREAS, to accommodate the proposed site access driveway along the west side of BUS U.S. Route 17/State Route 2 (Tidewater Trail) an Access Management-Exception must be approved by the VDOT Fredericksburg District Land Use Engineer and VDOT Fredericksburg District Administrator in order allow/permit the construction of the site access driveway improvements; and

WHEREAS, Net Lease has requested the Board's support for the Project, the requested break in the limited access boundary along Mills Drive, and the access management exception along Tidewater Trail; and

WHEREAS, the Spotsylvania County planning and transportation staff have reviewed the Project details and concur with the proposed requests.

NOW, THEREFORE, BE IT RESOLVED, the Spotsylvania County Board of Supervisors endorses the Project, supports the request for the limited access control change along Mills Drive, and the access management exception along Tidewater Trail as submitted by Net Lease.

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Virginia Department of Transportation for inclusion with Net Lease's request for limited access control change application, and access management exception application.

Adopted this 12th day of January, 2021.

7. Request to Approve an Additional 1.0 FRE for a Child Protective Services Supervisor Position;
8. Authorization to Advertise Public Hearings for Amendments to Spotsylvania County Code 14-Article 1 – Offenses and Miscellaneous, Section 10 – Camping and Use or Storage of Camping Equipment as follows:

VOTE:

Ayes:	7	Frazier, Jett, Marshall, McLaughlin, Ross, Skinner, Yakabouski
Nays:	0	
Absent:	0	
Abstain:	0	

RESOLUTION NO. 2021-4

**A RESOLUTION DIRECTING STAFF TO ADVERTISE
AMENDMENTS TO SPOTSYLVANIA COUNTY CODE CHAPTER 14**

**ARTICLE 1 – OFFENSES-MISCELLANEOUS, SECTION 10 – CAMPING
AND USE OR STORAGE OF CAMPING EQUIPMENT**

WHEREAS, the Board of Supervisors of Spotsylvania County (hereinafter the “Board”) desires to consider amendments to Spotsylvania County Code Chapter 14 Article 1- Offenses and Miscellaneous, Section 10 – Camping and Use or Storage of Camping Equipment; and

WHEREAS, the Board desires to allow property owners to camp on their property; and

WHEREAS, based upon public necessity, safety, convenience, the general welfare, and good zoning and subdivision practices, consideration of County Code amendments is appropriate.

NOW, THEREFORE, BE IT RESOLVED that the Board does hereby direct staff to advertise for public hearings the draft amendments to Spotsylvania County Code Chapter 14 Article 1- Offenses and Miscellaneous, Section 10 – Camping and Use or Storage of Camping Equipment.

9. MOU Agreement Between Health Department and the County for FREM to Assist in COVID Vaccine.

CONSENT AGENDA ITEMS FOR SEPARATE CONSIDERATION

Approval of Waiver of Protective Covenants of Spotsylvania County Industrial Park for Monument Fifteen, LLC

Supervisor Yakabouski did not support this project and asked for this item to be removed from consent agenda so that he could vote in opposition. On a motion by Supervisor McLaughlin and passed 6 to 1 with Supervisor Yakabouski opposed, the Board approved the waiver of protective covenants as presented.

VOTE:

Ayes:	6	Frazier, Jett, Marshall, McLaughlin, Ross, Skinner
Nays:	1	Yakabouski
Absent:	0	
Abstain:	0	

**Approval of a letter Supporting a Limited Access Change for I-95 Exit 126 along U.S. Route 1
SB**

VDOT requested County support to extend the limited access for I-95 Exit 126 along US 1 SB and as part of the Exit 126 project VDOT would like to extend the limited access line along the existing right of way line of one parcel (TM 35-15-5). This limited access line extension would

include a 16' break for a gate for access to the parcel. After a brief discussion regarding the financial impacts, Supervisor Skinner made a motion to approve the letter supporting a limited access change for I-95 Exit 126 along U.S. Route 1 SB as presented. The motion passed unanimously.

VOTE:

Ayes:	7	Frazier, Jett, Marshall, McLaughlin, Ross, Skinner, Yakabouski
Nays:	0	
Absent:	0	
Abstain:	0	

PUBLIC PRESENTATIONS

Maureen Howell submitted comments that were read during public presentations.

BOARD OF SUPERVISORS REPORTS

During this time, Supervisors reported on items of interest and/or concern within their districts.

Chairman Marshall read the following statement:

I hereby disclose I have an interest in Presentations/Reports by Staff # 3, Budget Adjustment & Appropriation for Bonuses Stemming from State Requirement for Bonuses for Certain Sheriff's Office Positions, on the January 12, 2021 Agenda, to the extent the discussion now includes consideration of bonuses to be given to all employees, as an employee of Spotsylvania County earning over \$5,000 annually. My disclosure is on file with the clerk and is available to the public for review. Mark/Aimee, please record this disclosure in the minutes of this meeting as required by law.

Supervisor Frazier read the following statement:

I hereby disclose I have an interest in Approval of Agenda Including Possible Agenda Additions Item # 1, Direction Requested on \$2.4 Million Reserved for Schools, on the January 12, 2021 Agenda, as an employee of Spotsylvania County Schools earning over \$5,000 annually. My disclosure is on file with the clerk and is available to the public for review. Mark/Aimee, please record this disclosure in the minutes of this meeting as required by law.

PRESENTATIONS/REPORTS BY STAFF

Seeking Direction for Internal Audit Function

On February 25, 2020, County staff presented their recommendation to create and outsource the County's new internal audit function for approval by the Board. Normally the first task of a new internal auditor is to gain an understanding of the entity to guide the creation of a multi-year work plan. However, based on prior discussions with the Board, County staff made, and the Board approved, the recommendation for RSM to address two immediate needs in priority order, 1) establishing the County's first Fraud, Waste & Abuse Hotline (completed in August 2020) and 2) the inventory control project (in process).

RSM presented their status on the inventory control project and stood to answer any questions.

On a motion by Supervisor McLaughlin and passed unanimously, the Board voted to move forward with a multi-year detailed audit plan.

VOTE:

Ayes:	7	Frazier, Jett, Marshall, McLaughlin, Ross, Skinner, Yakabowski
Nays:	0	
Absent:	0	
Abstain:	0	

Department of Social Services (DSS) Advisory Board Presentation

Department of Social Services Advisory Board Chairman, Todd Rump gave an update to include successes, the state of the department and a budget overview.

Chairman Marshall requested that Sheriff Harris present to the Board what is being done to mitigate the substance abuse problem in the region.

PUBLIC PRESENTATIONS

Elise Anderson and Dawn Shelley addressed the Board during public presentations.

PRESENTATIONS/REPORTS BY STAFF (cont'd)

Budget Adjustment & Appropriation for Bonuses Stemming from State Requirement for Bonuses for Certain Sheriff's Office Positions

Actions taken by the Governor and General Assembly during the 2020 Special Session required that a one-time, \$500 bonus be paid in December 2020 to Compensation Board-funded sworn positions in the Sheriff's Office, all of which were full-time positions. Out of all 255 budgeted full-time Public Safety Pay Scale positions in the Sheriff's Office, only 87 of those were sworn positions funded through the Comp Board. As such, the county expected to receive a total of \$46,828 from the State to fund the required \$500 bonus (and related FICA benefits) for 87 full-

time, sworn Sheriff's Office employees. It is only these 87 employees to whom the county was required to pay the bonus in December 2020, and the Board voted on December 8 to move ahead first only with the 87 required bonuses and for staff to return with additional information at the first Board meeting in January 2021.

Though not required by State actions and now law, County Administration recommended that this bonus be extended to all position titles on the Public Safety Pay Scale approved by the Board last year. This would allow for all sworn positions – not just those funded by the Comp Board – as well as Communications Operators and Communications Officers to be included in the bonus payment. Further, staff recommend that regular part-time employees in positions with titles on the Public Safety Pay Scale receive a pro-rated bonus commensurate with their FTE.

A Board member asked what it would cost to extend the bonus to full-time and regular part-time FTEs beyond just those on the Public Safety Pay Scale and then requested that staff bring back information regarding the cost of a bonus for full-time and regular part-time FTEs making \$80,000 or less. The costs and number of employees affected are shown in the following table. It should be noted that 25 (29%) of the 87 Sheriff's Office employees who received the State-mandated bonus in December have salaries of \$80,000 or more. The 87 employees to whom the State-mandated bonus was paid in December are excluded from the figures in the table.

Scenario*	All		\$80,000 or Less	
	Cost	Count	Cost	Count
Public Safety (PS) Scale positions	\$212,312	403	\$187,553	357
All Employees (includes PS)	\$531,839	1,036	\$459,714	902

*Applicable to Full-Time and Regular Part-Time positions with an associated FTE.

After budget discussions, Chairman Marshall made a motion to table the budget adjustment and appropriation for bonuses to the next Board meeting. The motion passed unanimously.

VOTE:

Ayes: 7 Frazier, Jett, Marshall, McLaughlin,
Ross, Skinner, Yakabouski
Nays: 0
Absent: 0
Abstain: 0

Direction Requested om \$2.4 Million Reserved for Schools

The School Board requested \$2.5 million be allocated to the Schools' budget from available local funding as assistance in making individual electronic devices available to students, adding and providing hotspots, and otherwise making distance learning possible. Ultimately, the Board determined to appropriate \$100,000 of this \$2.5 million to the Schools for hotspots, and then reserved the \$2.4 million for consideration in conjunction with the Schools' carryover request.

Subsequently, the Schools received \$4.1 million in federal CARES funding through the State (this was in addition to two separate CARES allocation totaling \$2.9 million) and due to the fact that expenditures of that \$4.1 million had a very short turnaround time and had to be spent by the end of calendar year 2020, used the CARES funds for purchase of the individual electronic devices. The Schools have certain other pandemic-related needs for which they are requesting release of the \$2.4 million reserve:

General Description	Cost
Bipolar Ionization to Improve Air Quality in All Building Areas	\$1,430,133
Cleaning Materials & Supplies	603,313
Touchless Water Fountains in All Buildings	264,000
Personal Protective Equipment	102,554
Total	\$2,400,000

On a motion by Supervisor Yakabouski and passed 5 to 2 with Supervisors McLaughlin and Ross opposed, the Board approved the appropriation for bipolar ionization equipment as follows:

VOTE:

Ayes:	5	Frazier, Jett, Marshall, Skinner, Yakabouski
Nays:	2	McLaughlin, Ross
Absent:	0	
Abstain:	0	

RESOLUTION NO. 2021-5

BE IT RESOLVED by the Board of Supervisors of the County of Spotsylvania, Virginia, that the following appropriation be, and the same hereby are, made for the fiscal year beginning July 1, 2020, from the funds and for the functions or purposes indicated.

For support of the Schools' pandemic-related needs, to be expended only by order of the Board of Supervisors as follows:

GENERAL FUND: (\$1,430,133)

SCHOOL OPERATING FUND: \$1,430,133

Supervisor Yakabouski made a motion to approve the appropriation of \$603,313 for cleaning materials and supplies. Supervisor McLaughlin made a substitute motion to appropriate \$967,000 to small business tax relief in FY21. The substitute motion failed 3 to 4 with Supervisors Jett, Frazier, Skinner and Yakabouski opposed.

VOTE:

Ayes:	3	Marshall, McLaughlin, Ross
Nays:	4	Jett, Frazier, Skinner, Yakabouski
Absent:	0	
Abstain:	0	

The main motion made by Supervisor Yakabouski to approve the appropriation of \$603,313 for cleaning materials and supplies failed 3 to 4 with Supervisors Jett, Marshall, McLaughlin and Ross opposed.

VOTE:

Ayes:	3	Frazier, Skinner, Yakabouski
Nays:	4	Jett, Marshall, McLaughlin, Ross
Absent:	0	
Abstain:	0	

Supervisor Yakabouski made a motion to approve the appropriation of \$264,000 for touchless water fountains in all buildings. The motion failed 3 to 4 with Supervisors Jett, Marshall, McLaughlin and Ross opposed.

VOTE:

Ayes:	3	Frazier, Skinner, Yakabouski
Nays:	4	Jett, Marshall, McLaughlin, Ross
Absent:	0	
Abstain:	0	

On a motion by Supervisor Yakabouski and passed 5 to 2 with Supervisors McLaughlin and Ross opposed, the Board approved the appropriation for personal protective equipment as follows:

VOTE:

Ayes:	5	Frazier, Jett, Marshall, Skinner, Yakabouski
Nays:	2	McLaughlin, Ross
Absent:	0	
Abstain:	0	

RESOLUTION NO. 2021-6

BE IT RESOLVED by the Board of Supervisors of the County of Spotsylvania, Virginia, that the following appropriation be, and the same hereby are, made for the fiscal year beginning July 1, 2020, from the funds and for the functions or purposes indicated.

For support of the Schools' pandemic-related needs, to be expended only by order of the Board of Supervisors as follows:

GENERAL FUND: (\$102,554)

SCHOOL OPERATING FUND: \$102,554

FEMA Flood Insurance Rate Map (FIRM) Revisions

FEMA completed an update to the Flood Insurance Rate Map (FIRM) for Spotsylvania County. Spotsylvania's last update occurred in 1998. The map revision process was administered by FEMA and the County is responsible for participating through the review and comment of the collected flood hazard data, preliminary maps and public outreach.

With this update, some properties currently not in the floodplain would be mapped into the floodplain; some properties were already in the floodplain and would remain there; and some properties would be mapped out of the floodplain.

Staff presented information related to FEMA's FIRM revision process to include actions taken to date, statistics related to impacted property owners, timelines going forward and the County's public outreach and participation in the process.

Overview of GeoHub Site for Review and Comment on the Draft Comprehensive Plan

The Planning Commission and Planning staff completed a draft update to the Comprehensive Plan (Plan). County Planning staff, working closely with the GIS Division, translated the Plan update into an interactive web-based format. The Plan is currently available for public for review and comment. Staff provided a brief overview of the website in order to showcase its content. The website provides comment boxes for each Chapter and the ability to provide comment in interactive maps embedded within the site. Comments will be collected through January 31, 2021, which the Planning Commission will consider in finalizing the Plan for public hearings.

Residential Refuse Decal Presentation

Larry Pritchett, Treasurer, gave a brief presentation to the Board regarding the proposed implementation of a residential refuse decal.

On a motion by Supervisor McLaughlin and passed 6 to 1 with Supervisor Yakabouski opposed, the Board authorized the committee's guidance to issue a one-time residential refuse sticker to be placed on the windshield with a maximum of 5 stickers per house, each sticker requires a signature for person use only, with the program to begin May 1, 2021.

VOTE:

Ayes: 6 Frazier, Jett, Marshall, McLaughlin,
Ross, Skinner
Nays: 1 Yakabouski
Absent: 0
Abstain: 0

Direction Requested on \$2.0 Million Reserved for County Technology and Building Access Improvements

In September 2020, the Board allocated \$1.3 million in local funding made available through the County's use of CARES funding for public safety salaries for the purpose of purchasing and installing necessary equipment, licensing, and software improvements associated with the County's response to the coronavirus emergency. This \$1.3 million was part of a total requested amount of \$3.3 million. The \$2.0 million balance was then reserved by the Board for these improvements, and was to be considered until after the County's and Schools' FY 2020 operating results were known.

Staff was requesting that \$1.6 million of the reserved \$2.0 million be allocated now for the purposes originally requested, and as identified below. Due to revisions in costs and refinement of needs, \$0.4 million is no longer necessary and could be shifted to the General Fund balance.

Breakdown of Technology Improvements	Reserved	Request
Conference/training/Board room technology & sound attenuation upgrades for conferencing & remote interactions (10 conference rooms; 1 training room; 1 Board room; 11 F/R stations)	\$462,500	\$150,000
300 laptops & 150 camera/microphones for remote work	425,000	375,000
Building security/access improvements – 4 buildings/~22 access points	471,000	471,000
Licensing & security improvements for remote access	168,750	168,750
EOC upgrades to allow for social distancing, multiple specialized meetings, improved interactive displays	232,500	232,500
Security software – user training, monitoring, testing	150,000	150,000
Platform subscription for conferencing capabilities	100,000	100,000
Total	\$2,009,750	\$1,647,250

Supervisor Yakabouski made a motion to allocate \$1,294,133 to county for the items listed and allocate remaining \$705,867 to the school district for touchless water fountains. Mr. Ross requested a point of order regarding the allocation to the schools as it was previously voted down earlier in the meeting.

Supervisor McLaughlin made a substitute motion that passed 5 to 2 with Supervisors Frazier and Yakabouski opposed, to allocate \$1,647,250 with the remaining balance of \$362,500 to go to small business tax relief as follows:

VOTE:

Ayes:	5	Jett, Marshall, McLaughlin, Ross, Skinner
Nays:	2	Frazier, Yakabouski
Absent:	0	
Abstain:	0	

RESOLUTION NO. 2021-7

BE IT RESOLVED by the Board of Supervisors of the County of Spotsylvania, Virginia, that the following appropriation be, and the same hereby are, made for the fiscal year beginning July 1, 2020, from the funds and for the functions or purposes indicated.

For allocation of \$1.6 million of the \$2.0 million reserved for County technology, and of \$0.4 million for Small Business assistance, to be expended only by order of the Board of Supervisors as follows:

GENERAL FUND: (\$1,378,500)

CAPITAL PROJECTS FUND: \$1,378,500

PUBLIC HEARINGS

Public Hearing for Lease Office Space for Congresswoman Abigail Spanberger

Chairman Marshall opened the public hearing and when no one indicated an intention to speak, closed the public hearing.

On a motion by Supervisor Skinner and passed unanimously, the Board authorized the lease agreement as presented for Congresswoman Abigail Spanberger.

VOTE:

Ayes:	7	Frazier, Jett, Marshall, McLaughlin, Ross, Skinner, Yakabouski
Nays:	0	
Absent:	0	
Abstain:	0	

Public Hearing for the FY21-26 Secondary Six Year Transportation Improvement Plan

Mr. Agnello presented.

Chairman Marshall opened the public hearing and when no one indicated an intention to speak, closed the public hearing.

On a motion by Chairman Marshall and passed unanimously, the Board added Twilight Lane to the #3 spot at the cost of \$30,000 and adopted the resolution as follows:

VOTE:

Ayes:	7	Frazier, Jett, Marshall, McLaughlin, Ross, Skinner, Yakabouski
Nays:	0	
Absent:	0	
Abstain:	0	

RESOLUTION NO. 2021-8

AMENDED FY2021-2026 SECONDARY ROAD SIX-YEAR
TRANSPORTATION IMPROVEMENT PLAN

WHEREAS, Section 33.2-331 of the Code of Virginia, as amended, provides the opportunity for each county to work with the Virginia Department of Transportation in developing an amended Secondary Road Six-Year Transportation Improvement Plan, including the FY2021 Construction Budget; and

WHEREAS, the Spotsylvania County Board of Supervisors agreed to assist in the preparation of this Plan, in accordance with the Virginia Department of Transportation policies and procedures, and participated in a public hearing on the proposed FY2021-2026 Amended Secondary Road Six-Year Transportation Improvement Plan, duly advertised so that all citizens of Spotsylvania County had the opportunity to participate in said hearing and to make comments and recommendations concerning the proposed amended Plan; and

WHEREAS, the Virginia Department of Transportation, appeared before the Spotsylvania County Board of Supervisors and recommended approval of the amended FY2021-2026 Secondary Road Six-Year Transportation Improvement Plan; and

WHEREAS, that the County Administrator and/or his designee is authorized to execute all agreements and/or addendums for any approved projects with the Virginia Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED that since said Plan appears to be in the best interests of the citizens of Spotsylvania County, the Spotsylvania County Board of Supervisors does hereby approve the FY2021-2026 Secondary Road Six-Year Transportation Improvement Plan attached.

CLOSED MEETING

On a motion by Supervisor Skinner and passed unanimously, the Board adopted a resolution to adjourn into closed meeting as follows:

VOTE:

Ayes:	7	Frazier, Jett, Marshall, McLaughlin, Ross, Skinner, Yakabouski
Nays:	0	
Absent:	0	
Abstain:	0	

RESOLUTION NO. 2021-9

To Adjourn into a Closed Meeting

WHEREAS, the Spotsylvania County Board of Supervisors desires to adjourn into a Closed Meeting for consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body, specifically regarding the matter of *In re: May 19, 2020 Decisions of the Board of Zoning Appeals for the County of Spotsylvania, Virginia on Appeal Applications A19-0003 and A20-0001*, filed in the Circuit Court for the County of Spotsylvania, Virginia, Case Number CL20-208; and

WHEREAS, the Spotsylvania County Board of Supervisors desires to adjourn into a Closed Meeting for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, specifically regarding matters related to the County's cable franchise agreement; and

WHEREAS, the Spotsylvania County Board of Supervisors desires to adjourn into a Closed Meeting for a discussion of the award of a public contract involving the expenditure of public funds, including interviews of bidders or offerors, and discussion of the terms or scope of such contract, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the public body, matters related to a contract for legal services; and

WHEREAS, pursuant to Va. Code Ann. § 2.2-3711(A)(7), (8) and (29), such discussions may occur in Closed Meeting.

NOW, THEREFORE, BE IT RESOLVED that the Spotsylvania County Board of Supervisors does hereby authorize discussion of the aforestated matters.

RETURN TO OPEN MEETING AND CERTIFICATION

On a roll call vote, the Board returned to open meeting and adopted the following resolution:

VOTE:

Ayes:	7	Frazier, Jett, Marshall, McLaughlin, Ross, Skinner, Yakabouski
Nays:	0	
Absent:	0	
Abstain:	0	

RESOLUTION NO. 2021-10

Return to Open Meeting

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

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

NOW, THEREFORE, BE IT RESOLVED that the Spotsylvania County Board of Supervisors hereby returns to open session and certifies, by roll call vote, that to the best of each member's knowledge only public business matters lawfully exempted from the open meeting requirements of the Freedom of Information Act and identified in the motion to go into Closed Meeting were heard, discussed or considered in the Closed Meeting.

NEW BUSINESS

None

ADJOURNMENT

On a motion by Supervisor McLaughlin and passed unanimously, the Board adjourned its meeting at 10:03 p.m.

VOTE:

Ayes:	7	Frazier, Jett, Marshall, McLaughlin, Ross, Skinner, Yakabouski
Nays:	0	
Absent:	0	
Abstain:	0	

Aimee R. Mann
Deputy Clerk to the Board of Supervisors

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date: January 26, 2021

Title: Approval of Contract to Marion Enterprises, Inc. for the Merchants Square Building Renovation

Type: Action

Agenda Title: Approval of Contract to Marion Enterprises, Inc. for the Merchants Square Building Renovation

Recommendation: Approve the award of a contract to Marion Enterprises, Inc. in the total amount of \$1,372,891.00 for the Merchants Square Building Renovation. The contract has been reviewed and approved as to form by the County Attorney's Office.

An Invitation for Bid (IFB) was issued by the Spotsylvania County Procurement Division to solicit bids from qualified contractors for the Merchants Square Building Renovation project to include the additive alternate of a public restroom on the 3rd floor of the building. Eleven (11) bids were received for this procurement as follows:

Summary:	CONTRACTOR	TOTAL BID PRICE (including additive alternate)
	Dominion Construction Group, LLC	\$1,877,000.00
	A.D. Whittaker Construction, Inc.	\$1,813,000.00
	The Trent Corporation	\$1,745,000.00
	Barton Malow Builders	\$1,731,000.00
	Athena Construction Group, Inc.	\$1,682,427.00
	Loughridge & Company LLC	\$1,682,000.00
	Trinity Construction Group, Inc.	\$1,676,184.00
	DD&B Construction, Inc.	\$1,641,000.00
	Daniel & Company, Inc.	\$1,530,000.00
	Taft Construction, Inc.	\$1,479,000.00
	Marion Enterprises, Inc.	\$1,372,891.00

Financial Impact: Adequate funding is budgeted and appropriated within project GP1505 for award of this contract for this purpose.

Staff Contacts:

Ben Loveday, Assistant County Administrator –
Community Operations
Josh Knight, Deputy Director of Public Works &
Facilities
Brad Quann, Procurement Manager

Legal Counsel:

Will Moore, Senior Assistant County Attorney

Additional Background/Other Considerations:

This contract will provide construction services and materials for the renovation of the main lobby and three suites on the first floor at the Merchants Square building, for future use by the County. There is one additive alternate which is included, to provide a public restroom in the Department of Economic Development on the 3rd floor of the building.

Consequence of Denial/Inaction:

Denial of the construction contract award will delay the project management efforts made to date, including design plans to maximize the unoccupied space on the first floor of Merchants Square for office space needs. The programming and design efforts that have been completed thus far will not be executed.

ATTACHMENTS:

File Name	Description	Type
Project_Budget_Wrksht_Merchants_Square_Renov_GP1505.pdf	Project Budget Worksheet - Merchants Square Renovation	Backup Material
Contract_Merchants_Square_Building_Renovations_- _Marion_Enterprises_-_for_BOS.pdf	Contract - Merchants Square Renovation	Contract



SPOTSYLVANIA COUNTY

Merchant's Square Renovations

Project Budget Worksheet

Project #: GP1505

	Current Balance (as of Jan. 13, 2021)	Revisions (Jan. 26, 2021)	Revised Balance (Jan. 26, 2021)
<u>Project Costs:</u>			
Design	\$13,184	\$0	\$13,184
Construction	\$1,413,604	(\$1,372,891)	\$40,713
Marion Enterprises, Inc.	\$0	\$1,372,891	\$1,372,891
Total Project Costs	\$1,426,788	\$0	\$1,426,788
<u>Project Funding:</u>			
Cash	\$1,426,788	\$0	\$1,426,788
Total Project Funding	\$1,426,788	\$0	\$1,426,788

SPOTSYLVANIA COUNTY
CONTRACT AGREEMENT
FOR CONSTRUCTION SERVICES
Contract #21-05-TV

THIS AGREEMENT ("Agreement") is made this ____ day of _____, 2021, by and between the BOARD OF SUPERVISORS OF SPOTSYLVANIA COUNTY, a political subdivision of the Commonwealth of Virginia, ("COUNTY"); and, MARION ENTERPRISES, INC., a Virginia Corporation ("CONTRACTOR"), in good standing and duly licensed to do business in the Commonwealth of Virginia.

WITNESS:

WHEREAS, the COUNTY desires to obtain construction services for the Merchants Square Building Renovation in Spotsylvania County; and

WHEREAS, CONTRACTOR desires to provide construction services for the Merchants Square Building Renovation in Spotsylvania County.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises stated in this Agreement, the COUNTY and CONTRACTOR agree as follows:

ARTICLE 1

CONTRACT DOCUMENTS:

1.1. The documents listed in Section 1.2 of this Article shall constitute the Contract Documents. These Contract Documents shall represent the entire agreement and understanding between the parties. Any oral or written understanding not incorporated in these Contract Documents is not binding on either party. These Contract Documents shall be amended only by written instrument signed by both parties. The Contract Documents are presented in descending order of priority with the first document listed being of the highest priority and governing over subsequently listed documents, in case of ambiguity. In the case of conflict between the Contract Documents, or provisions therein, the most exacting performance standard shall be undertaken.

1.2. The Contract Documents consist of:

1. Spotsylvania County Contract Agreement for Construction Services, Contract #21-05-TV between COUNTY and CONTRACTOR; and
2. County of Spotsylvania, Virginia, Invitation for Bid (IFB) #21-05-TV, Merchants Square Building Renovation, dated October 21, 2020; including Attachments A and B; and
3. Addendums to Spotsylvania County IFB #21-05-TV for the Merchants Square Building

Renovation listed as follows: Addendum #3 to Spotsylvania County IFB #21-05-TV for Merchants Square Building Renovation, dated November 19, 2020, Addendum #2 to Spotsylvania County IFB #21-05-TV for Merchants Square Building Renovation, dated November 12, 2020 and Addendum #1 to Spotsylvania County IFB #21-05-TV for Merchants Square Building Renovation, dated November 2, 2020; and

4. ATTACHMENT B, Bid Form, IFB #21-05-TV, Merchants Square Building Renovation, submitted by Marion Enterprises, Inc., signed and dated on December 3, 2020; and

1.3. It is the intent of the Contract Documents to describe a functionally complete and whole understanding to be constructed in strict accordance with the Contract Documents. Any labor, services, documentation, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be provided by the CONTRACTOR without increase in the contract price or contract timelines whether or not specifically called for.

ARTICLE 2

THE WORK AND AGREEMENT TERM LIMITS:

- 2.1. CONTRACTOR shall provide all materials, labor, services, construction management, necessary tools, equipment, fuel, insurance, personnel and supervision to provide construction services for the Merchants Square Building Renovation.
- 2.2. A brief summary of the work includes construction services and materials for the construction services and materials for the renovation of the main lobby and three suites on the first floor at 9019 Old Battlefield Blvd (also known as the Merchants Square building), for future use by Spotsylvania County. In addition, there is an additive alternate to provide a public restroom in the Department of Economic Development on the 3rd floor of the building. The scope of work shall include all construction activities and all construction management, necessary tools, equipment, materials, fuel, insurance, personnel, supervision and other related items necessary to complete the Project.

ARTICLE 3

DATES OF COMMENCEMENT, SUBSTANTIAL AND FINAL COMPLETION:

- 3.1. The date of commencement shall be fixed in the Notice to Proceed issued by the COUNTY.
- 3.2. Time is of the essence.
- 3.3. CONTRACTOR shall commence work within ten (10) days of the date of the Notice to Proceed and shall continue without interruption until Substantial Completion occurs within 213 consecutive calendar days

from the date of the "Notice to Proceed". Substantial Completion has been achieved or occurs when the COUNTY agrees that the work is sufficiently complete, in accordance with the Contract Documents, so that it can be utilized by the COUNTY for the purposes for which it was intended. CONTRACTOR shall achieve Final Completion no later than 227 consecutive calendar days from the date of the Notice to Proceed. Final Completion has been achieved or occurs when the COUNTY is satisfied, based upon observation of the work during construction in addition to final inspection that the work has been completed and is deemed acceptable subject to applicable provisions set forth in the Contract Documents (which may include final inspection); and

Should the CONTRACTOR fail to complete the work and/or installation, or any part thereof, in the time specified in the Contract Documents, the CONTRACTOR shall reimburse Spotsylvania County for the additional expense and damage for each calendar day that substantial or final completion has not been achieved. The amount of such additional expense and damage incurred by reason of failure to achieve substantial completion is the per diem rate of \$200.00 as liquidated damages. The amount of such additional expense and damage incurred by reason of failure to achieve final completion is the per diem rate of \$400.00 as liquidated damages. It is understood and agreed by the CONTRACTOR that any liquidated damages payable in accordance with this Agreement are not a penalty and that such sums are reasonable under the circumstances existing as of the date of execution and delivery of this Agreement. The CONTRACTOR further acknowledges and agrees that liquidated damages may be owing even though no default has occurred or been declared.

3.4. Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, industry-wide material shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, pandemic flu, acts of God, war, governmental action or labor conditions. In the case of an industry-wide material shortage the CONTRACTOR shall provide to the COUNTY within 24 hours of CONTRACTOR's determination that there exists an industry-wide material shortage, the following: 1) a written description of the specific material alleged to be in short supply; 2) a written list of all manufacturers, wholesalers, contractors and/or retailers from which CONTRACTOR has attempted to obtain, and/or contracted to obtain, said material; 3) a written description detailing all actions taken by CONTRACTOR to obtain said materials; 4) a written statement, signed by an authorized representative of CONTRACTOR, that CONTRACTOR has used due diligence to secure said materials in the most expeditious manner; 5) a written time frame in which CONTRACTOR anticipates that it will obtain said materials. The COUNTY, or its authorized representative, must concur that there is an industry-wide shortage of the specific material so identified by CONTRACTOR.

ARTICLE 4

CONTRACT PRICE AND TERMS OF PAYMENT:

4.1. The COUNTY shall pay for services out of appropriated funds and the COUNTY's performance under these Contract Documents is expressly subject to appropriation of funds by the Board of Supervisors.

4.2. The COUNTY agrees to pay fees not to exceed One Million Three Hundred Seventy-Two Thousand Eight Hundred Ninety-One Dollars (\$1,372,891.00) for the Merchants Square Building Renovation to include Additive Alternate #1. The COUNTY agrees to pay fees at the rates contained in this provision of the Agreement, in accordance with any requirements and limitations specified, and as follows:

DESCRIPTION	TOTAL PRICE
BASE BID:	\$1,309,926.00
ALLOWANCE #1 – Interior Panel Signage:	\$4,000.00
TOTAL BID PRICE (BASE BID + ALLOWANCE #1): (NOT including Additive Alternate #1)	\$1,313,926.00
Additive Alternate #1:	\$58,965.00

4.3. Change Orders - The contract sum may be increased or decreased by additions to and/or reductions in the work only as affected by prior written change orders or amendment signed by both parties in advance unless otherwise directed by COUNTY. CONTRACTOR agrees not to initiate any additional work not called for in the Contract Documents for which CONTRACTOR intends to see additional compensation without first notifying COUNTY in writing and obtaining COUNTY's prior approval by a properly executed change order or contract amendment.

4.4. Retainage will be held in the amount of 5% of the contract price until final completion of the project and until the project is accepted by the COUNTY. Any payment made by the COUNTY to the CONTRACTOR shall be less a Five Percent (5%) retainage to assure faithful performance of the work required under the contract. All amounts retained under this provision shall be included in the final payment upon final completion made pursuant to section 3.3, Article 3.

4.5. Payments shall occur as follows:

1. No deposit nor advance sums shall be paid;

2. Payments are due net thirty (30) days after receipt by COUNTY of an accurate and properly submitted monthly invoice to the COUNTY for materials and services as described in Article 2. If a corrected invoice is requested, then the thirty (30) days begins to run upon receipt of corrected invoice;
3. All payments will be delivered through the US Postal Service. No request for special handling of checks will be honored.

4.6. Pursuant to Section 2.2-4354 of the Code of Virginia (1950, as amended), the CONTRACTOR covenants and agrees to:

1. Within seven (7) days after receipt of any amounts paid to the CONTRACTOR under this Agreement, (i) pay any subcontractor for its proportionate share of the total payment received from the COUNTY attributable to the work under the Contract Documents performed by such subcontractor, or (ii) notify the COUNTY and the subcontractor, in writing, of its intention to withhold all or part of the subCONTRACTOR's payment and the reason therefore;
2. Provide its federal employer identification number or social security number, as applicable, before any payment is made to the CONTRACTOR under the Agreement;
3. Pay interest, which shall accrue at the rate of one percent per month unless otherwise provided under the terms of this Contract Documents, on all amounts owed by the CONTRACTOR to any subcontractor that remain unpaid after seven (7) days following receipt by the CONTRACTOR of payment from the COUNTY for work performed by the subcontractor under this Agreement, except for amounts withheld as allowed in Section 4.6., subdivision 1 above; and
4. Include in its contracts with any and all subcontractors the requirements of 1, 2, and 3 above.

4.7. The parties hereby agree that any finance charge lawfully assessable against the COUNTY for failure to pay any payment(s) pursuant to the terms of this Agreement shall not exceed 2% per annum, and shall only accrue from the latest date such payment was due under the applicable provisions of this Agreement.

ARTICLE 5

RIGHTS AND RESPONSIBILITIES OF CONTRACTOR:

5.1. CONTRACTOR shall indemnify, defend and hold harmless the COUNTY and its employees, agents, and/or representatives from any and all claims, suits and actions for injury or damage sustained by any person or property from any act or omission by CONTRACTOR and/or its subcontractors or employees, or anyone else for

whom CONTRACTOR is or may be responsible. This section shall survive the termination of this Agreement.

5.2. CONTRACTOR agrees to obtain a business license from the Spotsylvania County Commissioner of Revenue if required by the Code of Virginia (1950, as amended) and/or Spotsylvania County Code and to present such license for inspection by the COUNTY if requested. CONTRACTOR also agrees to maintain as current all required business licenses and permits required by the Commonwealth of Virginia and to present such licenses and permits as may be required by the COUNTY.

5.3. CONTRACTOR shall maintain the following insurance coverage, naming COUNTY as additional insured, during the course of this Agreement, and provide the COUNTY with certificates of insurance for said coverage upon execution of this Agreement:

1. General Liability – in an amount not less than \$1,000,000 for any occurrence involving bodily injury, and not less than \$1,000,000 for any occurrence involving property damage. Coverage should be provided on a per project/per location basis.
2. Automobile Liability Policy – in an amount not less than \$1,000,000 combined single limit bodily injury and property damage. This coverage shall include liability for use of hired and non-owned vehicles; and
3. Workers' Compensation – in compliance with all states in which CONTRACTOR does business, including Coverage B Employer's liability in not less than the following amounts:
 - i. Bodily Injury by accident \$100,000 for each accident;
 - ii. Bodily Injury by disease, \$500,000 policy limit; and
 - iii. Bodily Injury by disease, \$100,000 for each employee.

5.4. Equal Opportunity Employment – During the performance of this Agreement, CONTRACTOR agrees that:

1. It will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the CONTRACTOR;
2. It will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and
3. It will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that such contractor is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement, and CONTRACTOR agrees it will include the provisions

of the foregoing paragraph in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

5.5. During the performance of this Agreement, the CONTRACTOR agrees to:

1. Provide a drug-free workplace for the CONTRACTOR's employees and comply with the Federal Drug Free Workplace Act;
2. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the CONTRACTOR's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
3. State in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR that the CONTRACTOR maintains a drug-free workplace;
4. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means any site at which the performance of work is done in connection with this contract awarded to the CONTRACTOR, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

5.6. CONTRACTOR acknowledges that the Spotsylvania County Procurement Policy is applicable to this Agreement.

5.7. Except as noted in the Contract Documents, neither this Agreement, nor any part hereof, may be assigned or subcontracted by CONTRACTOR to any other party without the express written permission of the COUNTY.

5.8. The CONTRACTOR providing goods or services to the COUNTY under this Agreement represents and warrants to the COUNTY that it is:

1. Conforming to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;
2. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986 and Virginia Code §2.2-4311.1.;
3. Complying with federal, state and local laws and regulations applicable to the performance of the services procured;

4. In full compliance with the Virginia Conflict of Interest Act; and
5. Authorized to transact business in the Commonwealth of Virginia, pursuant to Section 2.2-4311.2 of the Code of Virginia.

5.9. In the event of a termination under section 6.1 of this Agreement, CONTRACTOR acknowledges and agrees that it shall not be entitled to any compensation in excess of the value of the work performed. Under no circumstances shall CONTRACTOR, or any subcontractor, be entitled to anticipatory or unearned profits, unabsorbed overhead, opportunity costs or consequential or other damages as a result of a termination under this section. Payment to CONTRACTOR of any and all sums already earned by CONTRACTOR under the terms of Article 4 constitutes CONTRACTOR's exclusive remedy for a termination hereunder.

5.10. CONTRACTOR agrees that it shall keep confidential all photographs, digital imagery, reports, information, or data given to CONTRACTOR by the COUNTY as well as any photographs, digital imagery, reports, studies, analysis, data tables, or calculations prepared by the CONTRACTOR under these Contract Documents. No release of any such data by the CONTRACTOR shall be made to any individual or organization without the prior written approval of the COUNTY, which approval the COUNTY shall be under no obligation to grant.

5.11. The CONTRACTOR shall not employ any employee who is a registered sex offender and shall enforce the same restriction upon all subcontractors and agents of CONTRACTOR. Prior to starting work and quarterly during performance of the work, the CONTRACTOR shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of CONTRACTOR and sub-contractors who are employed by the CONTRACTOR or subcontractor. The CONTRACTOR shall furnish the COUNTY with evidence verifying compliance with the services. Notwithstanding any other provision of this Agreement, materially false statements by the CONTRACTOR about the sex offender status of its employees or agents shall be grounds for immediate termination of this Agreement.

ARTICLE 6

RIGHTS AND RESPONSIBILITIES OF COUNTY:

6.1. The COUNTY may cancel this Agreement and project for any reason upon ten (10) days' written notice in compliance with the notice procedure set forth in Article 7, Section 7.1 to the parties named therein. Anything contained in the Agreement to the contrary notwithstanding, a termination under this section shall not waive any right or claim to damages which COUNTY may have with respect to work performed or failed to be performed when it should have been by the CONTRACTOR. In either case, the COUNTY may pursue any cause

of action which it may have by law or under this Agreement on account of such damages claimed by the COUNTY.

6.2. In case of default by the CONTRACTOR for failure to deliver or perform in accordance with the Contract specifications or terms and conditions, the COUNTY may procure the articles or services from other sources and hold the defaulting CONTRACTOR responsible for any resulting additional purchase and administrative costs including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs. If the completion of the contract work results in increased costs to the COUNTY, a letter will be sent to the defaulted CONTRACTOR requiring payment for additional costs ("Repayment"). When Repayment is requested, the CONTRACTOR will be removed from future bidding until the Repayment has occurred, and the COUNTY reserves the right to debar CONTRACTOR from doing further business with the COUNTY. Failure of a CONTRACTOR's source to deliver is not considered to be an unavoidable cause upon which the CONTRACTOR may rely as to a delay in the work to be done under the terms of the Contract Documents, and the burden of proof rests with the CONTRACTOR to prove that any default was not related to CONTRACTOR's, or any subCONTRACTOR's or vendor's, acts or failure to act.

6.3. Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, the COUNTY does not discriminate against faith-based organizations.

"Faith-based Organization" means a religious organization that is or applies to be a CONTRACTOR to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

If CONTRACTOR is a faith-based organization, then CONTRACTOR shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

NOTICE

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the COUNTY and a faith-based organization, you are hereby notified as follows:

Neither the COUNTY's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been

violated, please discuss the complaint with your provider or notify the County Administrator.

ARTICLE 7

MISCELLANEOUS:

7.1. The following persons shall be contact persons for the parties, and notice given them, by certified return receipt requested mail to the addresses shown, shall constitute valid notice under the requirements of this Agreement:

1. For COUNTY:

County Administrator
P.O. Box 99
Spotsylvania, VA 22553

With a copy to:

Spotsylvania County Attorney
9105 Courthouse Road
P.O. Box 308
Spotsylvania, VA 22553

2. For CONTRACTOR:

Daniel Michaelson, Treasurer
Marion Enterprises, Inc.
1005 Vineyard Path Road
Barboursville, VA 22923

The parties may amend such addresses by written notice to the opposite party at the given address.

7.2. The parties agree that the Contract Documents are governed by and shall be interpreted in accordance with the laws of the Commonwealth of Virginia, and that proper venue, in the event of litigation concerning this matter, shall be in the state or federal Courts having jurisdiction in or over of Spotsylvania County, Virginia. The parties agree that any litigation involving these Contract Documents shall be brought only in such court.

7.3. In the event that any provision of this Agreement is unenforceable, then the parties agree that all other provisions of this Agreement have full force and effect and shall not be affected thereby.

7.4. The CONTRACTOR certifies that:

1. The bid or offer (1) was made without prior participation, understanding, agreement, or connection with any corporation, firm or person submitting a bid/offer for the same materials, supplies, equipment, or services with respect to the allocation of the business afforded by or resulting from the acceptance of the bid or proposal, (2) was in all respects fair and without

collusion or fraud, and (3) was or was intended to be competitive and free from any collusion with any person, firm or corporation;

2. The CONTRACTOR did not offer or receive any kickback from any other bidder or contractor, supplier, manufacturer, or subcontractor in connection with the bid/offer on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract;
3. The CONTRACTOR is not a party to nor has it participated in nor is it obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or conditions upon which the contract resulting from the acceptance of its bid proposal is to be performed;
4. The CONTRACTOR understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of these provisions; and
5. The CONTRACTOR or subcontractor has not and will not confer on any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

7.5. CONTRACTOR warrants to COUNTY that:

1. The work performed pursuant to these Contract Documents shall conform to all professional principles generally accepted as standards of the industry in the Commonwealth;
2. The CONTRACTOR's work performed shall be free of defects;
3. Any new materials and equipment furnished under these Contract Documents shall be of good quality and in working condition; and
4. The CONTRACTOR's work performed shall meet all of the requirements set forth in these Contract Documents.

7.6. Any reports, studies, photographs, negatives, drawings, or other documents prepared by CONTRACTOR in the performance of its obligations under these Contract Documents shall be remitted to the COUNTY by the CONTRACTOR upon completion, termination or cancellation of this Agreement.

CONTRACTOR shall not use, willingly allow or cause to have such materials used for any purpose other than performance of CONTRACTOR's obligations under this Agreement without the prior written consent of the COUNTY. The COUNTY shall own the intellectual property rights to all materials produced under this Agreement.

7.7. Any failure of the COUNTY to demand rigid adherence to one or more of the terms and provisions as set forth in this Agreement, on one or more occasions, shall not be construed as a waiver nor deprive the COUNTY of the right to insist upon strict compliance with the terms of this Agreement. Any waiver of a term of this Agreement, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

7.8. The bankruptcy, takeover, merger, outright purchase of a majority of the voting capital stock by another organization, or other change in ownership or status of CONTRACTOR, or any assignment for the benefit of creditors shall fully obligate the newly formed organization, corporation or legal entity to fulfill all terms and conditions of this Agreement, and to perform or supply items in accordance with the specifications or descriptions contained herein. Should such newly formed organization, corporation or legal entity fail to fulfill all the terms and conditions of this Agreement or fail to perform or supply items in accordance with the specifications or descriptions contained herein to the satisfaction of the COUNTY, the COUNTY shall have the right unilaterally to terminate this Agreement and/or to pursue any remedy for damages and otherwise which is available at law and in equity. The COUNTY reserves the right to enforce any subcontract directly against the subcontractor, CONTRACTOR or any newly formed organization, corporation or legal entity. Failure of any sub-contractor to perform shall not relieve CONTRACTOR of its obligation to fulfill the terms and conditions of this Agreement as set forth herein.

7.9. CONTRACTOR and COUNTY agree that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

7.10. Contractual claims and disputes shall be conducted and resolved pursuant to Section 4-7 of the current Spotsylvania County Procurement Policy.

7.11. Article and Paragraph headings are inserted for convenience only and are not a part of this Agreement.

(Remainder of Page Intentionally Left Blank)

WITNESS the following signatures and seals in agreement with the above terms for Contract #21-05-TV, Merchants Square Building Renovation:

SPOTSYLVANIA COUNTY, VIRGINIA

By: _____
EDWARD PETROVITCH Dated
COUNTY ADMINISTRATOR

MARION ENTERPRISES, INC.

By:  11/13/21
DANIEL MICHAELSON Dated
TREASURER

Approved as to form:

 1-14-21
COUNTY ATTORNEY Dated

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date: January 26, 2021

Title: Approval of Contract to Priority Dispatch Corp. for an Automated Call Tracking System for Emergency Medical & Fire Dispatching

Agenda Title: Approval of Contract to Priority Dispatch Corp. for an Automated Call Tracking System for Emergency Medical & Fire Dispatching

Recommendation: Approve the award of a contract to Priority Dispatch Corp. in the amount of \$225,812

Summary: A competitive Request for Proposals (RFP) was issued by Montgomery County, Virginia for an Emergency Medical Dispatch (EMD) system and related services. A cooperative contract was awarded to Priority Dispatch Corp. allowing other localities to utilize the contract.

Financial Impact: Adequate funding is budgeted and appropriated within the 310-9120-801.39-10 budget code for award of this contract for this purpose.

Staff Contacts: Jane Reeve, CIO
Brad Quann, Procurement Manager

Legal Counsel: Will Moore, Sr. Asst. County Attorney

Additional Background/Other Considerations: The proposed contract is to upgrade to the automated version of ProQA Emergency Medical Dispatching (EMD) and to implement Emergency Fire Dispatching (EFD). This solution integrates with the County's CAD system and will aid the dispatcher in defining what kind of response is needed by asking questions and focusing on the specifics of the call.

ATTACHMENTS:

File Name	Description	Type
Priority_Dispatch_Contract.pdf	Priority Dispatch Contract	Contract

SPOTSYLVANIA COUNTY
CONTRACT AGREEMENT
FOR GOODS AND SERVICES
Contract #17-30-Coop

THIS AGREEMENT ("Agreement") is made this _____ day of _____, 2021 by and between the BOARD OF SUPERVISORS OF SPOTSYLVANIA COUNTY, a political subdivision of the Commonwealth of Virginia, ("COUNTY"); and, Medical Priority Consultants Inc., dba Priority Dispatch Corp., a Virginia Corporation ("CONTRACTOR"), in good standing and duly licensed to do business in the Commonwealth of Virginia.

WITNESS:

WHEREAS, the COUNTY desires to implement a Priority Dispatch System for Emergency Medical Dispatching (EMD) and Emergency Fire Dispatching (EFD) in Spotsylvania County; and

WHEREAS, CONTRACTOR desires to provide the goods and services for implementing Priority Dispatch System.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises stated in this Agreement, the COUNTY and CONTRACTOR agree as follows:

ARTICLE 1

CONTRACT DOCUMENTS:

1.1. The documents listed in Section 1.2 of this Article shall constitute the Contract Documents ("Contract Documents"). These Contract Documents shall represent the entire agreement and understanding between the parties. Any oral or written understanding not incorporated in these Contract Documents is not binding on either party. These Contract Documents shall be amended only by written instrument signed by both parties. The Contract Documents are presented in descending order of priority with the first document listed being of the highest priority and governing over subsequently listed documents, in case of ambiguity. In the case of conflict between the Contract Documents, or provisions therein, the most exacting

performance standard shall be undertaken.

1.2. The Contract Documents consist of:

1. Spotsylvania County Contract Agreement for Goods and Services, #17-30-Coop between COUNTY and CONTRACTOR; and
2. Priority Dispatch System Implementation Agreement (including the End User License Agreement referenced within the Implementation Agreement); and
3. Request for Proposal Number 17-30 for Emergency Dispatch Program for New River Valley Emergency Communications Regional Authority dated February 1, 2017, together with all written modifications thereof ("Exhibit C") issued by Montgomery County, Virginia; and
4. Contractor's Proposal dated March 1, 2017 ("Exhibit D"); and
5. Letter dated April 6, 2017 issued by Montgomery County, Virginia and Contractor's response dated April 28, 2017 ("Exhibit E").

1.3. It is the intent of the Contract Documents to describe a functionally complete and whole understanding to be constructed in strict accordance with the Contract Documents. Any labor, services, documentation, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be provided by the CONTRACTOR without increase in the contract price or contract timelines whether or not specifically called for.

ARTICLE 2

THE WORK AND AGREEMENT TERM LIMITS:

2.1. CONTRACTOR shall provide all materials, services, necessary tools, equipment, fuel, insurance, personnel and supervision to provide the goods and services to implement a Priority Dispatch System.

2.2. This Agreement shall have an initial term of one (1) year from date of award and may continue under the terms of the Priority Dispatch System Implementation Agreement.

ARTICLE 3

DATES OF COMMENCEMENT

3.1. The date of commencement shall be concurrent with the execution of this Agreement.

3.2. Time is of the essence.

3.3. Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, industry-wide material shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, pandemic flu, acts of God, war, governmental action or labor conditions. In the case of an industry wide material shortage, the CONTRACTOR shall provide to the COUNTY within 24 hours of CONTRACTOR'S determination that there exists an industry-wide material shortage, the following: 1) a written description of the specific material alleged to be in short supply; 2) a written list of all manufacturers, wholesalers, contractors and/or retailers from which CONTRACTOR has attempted to obtain, and/or contracted to obtain, said material; 3) a written description detailing all actions taken by CONTRACTOR to obtain said materials; 4) a written statement, signed by an authorized representative of CONTRACTOR, that CONTRACTOR has used due diligence to secure said materials in the most expeditious manner; and, 5) a written time frame in which CONTRACTOR anticipates that it will obtain said materials. The County, or its authorized representative, must concur that there is an industry-wide shortage of the specific material so identified by CONTRACTOR.

ARTICLE 4

CONTRACT PRICE AND TERMS OF PAYMENT:

4.1. The COUNTY shall pay for services out of appropriated funds and the COUNTY's performance under these Contract Documents is expressly subject to appropriation of funds by the Board of Supervisors.

4.2. The COUNTY agrees to pay \$164,722.00 for the initial Priority Dispatch System implementation and training. This fee covers all of the quoted implementation activities and the first year of product licensing and maintenance. Continuing Annual Service and

Support Fees for Years 2-5 shall be as follows:

Year 2: \$14,900.00

Year 3: \$14,900.00

Year 4: \$15,645.00

Year 5: \$15,645.00

4.3. Payments shall occur as follows:

1. No deposit nor advance sums shall be paid;
2. Payments are due net thirty (30) days after receipt by COUNTY of an accurate and properly submitted monthly invoice to the COUNTY for materials and services as described in Article 2. If a corrected invoice is requested, then the thirty (30) days begins to run upon receipt of corrected invoice;
3. All payments will be delivered through the US Postal Service. No request for special handling of checks will be honored.

4.4. Pursuant to Section 2.2-4354 of the Code of Virginia (1950, as amended), the CONTRACTOR covenants and agrees to:

1. Within seven (7) days after receipt of any amounts paid to the CONTRACTOR under this Agreement, (i) pay any subcontractor for its proportionate share of the total payment received from the COUNTY attributable to the work under the Contract Documents performed by such subcontractor, or (ii) notify the COUNTY and the subcontractor, in writing, of its intention to withhold all or part of the subcontractor's payment and the reason therefore;
2. Provide its federal employer identification number or social security number, as applicable, before any payment is made to the CONTRACTOR under the Agreement;
3. Pay interest, which shall accrue at the rate of one percent per month unless otherwise provided under the terms of the Contract Documents, on all amounts owed by the CONTRACTOR to any subcontractor that remain unpaid after seven (7) days following receipt by the CONTRACTOR of payment from the COUNTY for work performed by the subcontractor under this Agreement, except for amounts withheld as allowed in Section 4.4.,

subdivision 1 above; and

4. Include in its contracts with any and all subcontractors the requirements of 1, 2, and 3 above.

4.5. The parties hereby agree that any finance charge lawfully assessable against the COUNTY for failure to pay any payment(s) pursuant to the terms of this Agreement shall not exceed 2% per annum, and shall only accrue from the latest date such payment was due under the applicable provisions of this Agreement.

ARTICLE 5

RIGHTS AND RESPONSIBILITIES OF CONTRACTOR:

5.1. INTENTIONALLY OMMITED

5.2. CONTRACTOR agrees to obtain a business license from the Spotsylvania County Commissioner of Revenue if required by the Code of Virginia (1950, as amended) and/or Spotsylvania County Code and to present such license for inspection by the COUNTY if requested. CONTRACTOR also agrees to maintain as current all required business licenses and permits required by the Commonwealth of Virginia and to present such licenses and permits as may be requested or required by the COUNTY.

5.3. CONTRACTOR shall maintain the following insurance coverage, naming COUNTY as additional insured, during the course of this Agreement, and provide the COUNTY with certificates of insurance for said coverage upon execution of this Agreement:

1. General Liability – in an amount not less than \$1,000,000 for any occurrence involving bodily injury, and not less than \$1,000,000 for any occurrence involving property damage. Coverage should be provided on a per project/per location basis.
2. Automobile Liability Policy – in an amount not less than \$1,000,000 combined single limit bodily injury and property damage. This coverage shall include liability for use of hired and non-owned vehicles; and
3. Workers' Compensation – in compliance with all states in which

CONTRACTOR does business, including Coverage B Employer's liability in not less than the following amounts:

- i. Bodily Injury by accident \$100,000 for each accident;
- ii. Bodily Injury by disease, \$500,000 policy limit; and
- iii. Bodily Injury by disease, \$100,000 for each employee.

5.4. During the performance of this Agreement, CONTRACTOR agrees that:

1. It will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the CONTRACTOR;
2. It will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and
3. It will state in all solicitations or advertisements for employees placed by or on behalf of the contractor that such contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement, and CONTRACTOR agrees it will include the provisions of the foregoing paragraph in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

5.5. During the performance of this Agreement, the CONTRACTOR agrees to:

1. Provide a drug-free workplace for the CONTRACTOR'S employees and comply with the Federal Drug Free Workplace Act;
2. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the CONTRACTOR'S workplace and specifying the actions that will be taken

- against employees for violations of such prohibition;
3. State in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR that the CONTRACTOR maintains a drug-free workplace;
 4. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means any site at which the performance of work is done in connection with this contract awarded to the CONTRACTOR, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

5.6. CONTRACTOR acknowledges that the Spotsylvania County Procurement Policy is applicable to this Agreement.

5.7. Except as noted in the Contract Documents, neither this Agreement, nor any part hereof, may be assigned or subcontracted by CONTRACTOR to any other party without the express written permission of the COUNTY.

5.8. The CONTRACTOR providing goods or services to the COUNTY under these Contract Documents represents and warrants to the COUNTY that it is:

1. Conforming to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;
2. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986 and Virginia Code §2.2-4311.1;
3. Not requiring, and shall not require, any employee or subcontractor to sign an internal confidentiality agreement or statement prohibiting or otherwise restricting, or purporting to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a department or agency authorized to receive such

information, or otherwise violate any federal and state laws and regulations protecting employees for reprisal against whistleblowing;

4. Complying with federal, state and local laws and regulations applicable to the performance of the services procured;
5. Complying fully with the Virginia Conflict of Interest Act; and
6. Authorized to transact business in the Commonwealth of Virginia.

Pursuant to Section 2.2-4311.2 of the Code of Virginia.

5.9. In the event of a termination under section 6.1 of this Agreement, CONTRACTOR acknowledges and agrees that it shall not be entitled to any compensation in excess of the value of the work performed. Under no circumstances shall CONTRACTOR, or any subcontractor, be entitled to anticipatory or unearned profits, unabsorbed overhead, opportunity costs or consequential or other damages as a result of a termination under this section. Payment to CONTRACTOR of any and all sums already earned by CONTRACTOR under the terms of Article 4 constitutes CONTRACTOR'S exclusive remedy for a termination hereunder.

5.10. CONTRACTOR agrees that it shall keep confidential all photographs, digital imagery, reports, information, or data given to CONTRACTOR by the COUNTY as well as any photographs, digital imagery, reports, studies, analysis, data tables, or calculations prepared by the CONTRACTOR under these Contract Documents. No release of any such data by the CONTRACTOR shall be made to any individual or organization without the prior written approval of the COUNTY, which approval the COUNTY shall be under no obligation to grant.

5.11. The CONTRACTOR shall not employ any employee who is a registered sex offender and shall enforce the same restriction upon all subcontractors and agents of CONTRACTOR. Prior to starting work and quarterly during performance of the work, the CONTRACTOR shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of CONTRACTOR and sub-contractors who are employed by the CONTRACTOR or sub-Contractor. The CONTRACTOR shall furnish the COUNTY with evidence verifying compliance with the services. Notwithstanding any other provision of this Agreement, materially false statements by the CONTRACTOR about the sex offender status of its employees or agents shall be grounds for immediate termination of this Agreement.

ARTICLE 6

RIGHTS AND RESPONSIBILITIES OF COUNTY:

6.1. The COUNTY may cancel this Agreement and project for any reason in accordance with Priority Dispatch System Implementation Agreement, Contract Document #2 and in compliance with the notice procedure set forth in Article 7, Section 7.1 to the parties named therein. Anything contained in the Agreement to the contrary notwithstanding, a termination under this section shall not waive any right or claim to damages which COUNTY may have with respect to work performed or failed to be performed when it should have been by the CONTRACTOR. In either case, the COUNTY may pursue any cause of action which it may have by law or under this Agreement on account of such damages claimed by the COUNTY.

6.2. In case of default by the CONTRACTOR for failure to deliver or perform in accordance with the Contract specifications or terms and conditions, the COUNTY may procure the articles or services from other sources and hold the defaulting CONTRACTOR responsible for any resulting additional purchase and administrative costs including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs. If the completion of the contract work results in increased costs to the COUNTY, a letter will be sent to the defaulted CONTRACTOR requiring payment for additional costs ("Repayment"). When Repayment is requested, the CONTRACTOR will be removed from future bidding until the Repayment has occurred, and the COUNTY reserves the right to debar CONTRACTOR from doing further business with the COUNTY. Failure of a CONTRACTOR'S source to deliver is not considered to be an unavoidable cause upon which the CONTRACTOR may rely as to a delay in the work to be done under the terms of the Contract Documents, and the burden of proof rests with the CONTRACTOR to prove that any default was not related to CONTRACTOR's, or any subcontractor's or vendor's, acts or failure to act.

6.3. Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, the COUNTY does not discriminate against faith-based organizations.

"Faith-based Organization" means a religious organization that is or applies to be a

CONTRACTOR to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

If CONTRACTOR is a faith-based organization, then CONTRACTOR shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

NOTICE

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the COUNTY and a faith-based organization, you are hereby notified as follows:

Neither the COUNTY'S selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the County Administrator.

ARTICLE 7

MISCELLANEOUS:

7.1. The following persons shall be contact persons for the parties, and notice given them, by certified return receipt requested mail to the addresses shown, shall constitute valid notice under the requirements of this Agreement:

1. For COUNTY:
Edward Petrovitch
County Administrator
P.O. Box 99
Spotsylvania, VA 22553

With a copy to:

Spotsylvania County Attorney
9105 Courthouse Road
P.O. Box 308
Spotsylvania, VA 22553

2. For CONTRACTOR:

Brent E. Hawkins, Vice President & General Counsel
Priority Dispatch Corp.
110 Regent Street, Suite 500
Salt Lake City, UT 84111

The parties may amend such addresses by written notice to the opposite party at the given address.

7.2. The parties agree that the Contract Documents are governed by and shall be interpreted in accordance with the laws of the Commonwealth of Virginia, and that proper venue, in the event of litigation concerning this matter, shall be in the state or federal Courts having jurisdiction in or over Spotsylvania County, Virginia. The parties agree that any litigation involving these Contract Documents shall be brought only in such court. County shall not pay for Contractor's attorney's fees regardless of the outcome of said litigation. This provision, in its entirety, shall take precedence over and supersede any provision to the contrary in any of the Contract Documents listed in Section 1.2.

7.3. In the event that any provision of this Agreement is unenforceable, then the parties agree that all other provisions of this Agreement have full force and effect and shall not be affected thereby.

7.4. The CONTRACTOR certifies that:

1. The bid or offer (1) was made without prior participation, understanding, agreement, or connection with any corporation, firm or person submitting a bid/offer for the same materials, supplies, equipment, or services with respect to the allocation of the business afforded by or resulting from the acceptance of the bid or proposal, (2) was in all respects fair and without collusion or fraud, and (3) was or was intended to be competitive and free from any collusion with any person, firm or corporation;

2. The CONTRACTOR did not offer or receive any kickback from any other bidder or contractor, supplier, manufacturer, or subcontractor in connection with the bid/offer on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract;
3. The CONTRACTOR is not a party to nor has it participated in nor is it obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or conditions upon which the contract resulting from the acceptance of its bid proposal is to be performed;
4. The CONTRACTOR understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of these provisions; and
5. The CONTRACTOR or subcontractor has not and will not confer on any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

7.5. CONTRACTOR warrants to COUNTY that:

1. The work performed pursuant to these Contract Documents shall conform to all professional principles generally accepted as standards of the industry in the Commonwealth;
2. The CONTRACTOR'S work performed shall be free of defects;

3. Any new materials and equipment furnished under these Contract Documents shall be of good quality and in working condition; and
4. The CONTRACTOR'S work performed shall meet all of the requirements set forth in these Contract Documents.

7.6. Any reports, studies, photographs, negatives, drawings, or other documents prepared by CONTRACTOR in the performance of its obligations under these Contract Documents shall be remitted to the COUNTY by the CONTRACTOR upon completion, termination or cancellation of this Agreement. CONTRACTOR shall not use, willingly allow or cause to have such materials used for any purpose other than performance of CONTRACTOR'S obligations under this Agreement without the prior written consent of the COUNTY. The COUNTY shall own the intellectual property rights to all materials produced under this Agreement.

7.7. Any failure of the COUNTY to demand rigid adherence to one or more of the terms and provisions as set forth in this Agreement, on one or more occasions, shall not be construed as a waiver nor deprive the COUNTY of the right to insist upon strict compliance with the terms of this Agreement. Any waiver of a term of this Agreement, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

7.8. The bankruptcy, takeover, merger, outright purchase of a majority of the voting capital stock by another organization, or other change in ownership or status of CONTRACTOR, or any assignment for the benefit of creditors shall fully obligate the newly formed organization, corporation or legal entity to fulfill all terms and conditions of this Agreement, and to perform or supply items in accordance with the specifications or descriptions contained herein. Should such newly formed organization, corporation or legal entity fail to fulfill all the terms and conditions of this Agreement or fail to perform or supply items in accordance with the specifications or descriptions contained herein to the satisfaction of the COUNTY, the COUNTY shall have the right unilaterally to terminate this Agreement and/or to pursue any remedy for damages and otherwise which is available at law and in equity. The COUNTY reserves the right to enforce any subcontract directly against the subcontractor, CONTRACTOR or any newly formed organization, corporation or legal entity. Failure of any sub-contractor to perform shall not relieve CONTRACTOR of its obligation to fulfill the terms and conditions of this Agreement as set forth

herein.

7.9. CONTRACTOR and COUNTY agree that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

7.10. Contractual claims and disputes shall be conducted and resolved pursuant to Section 4-7 of the current Spotsylvania County Procurement Policy.

7.11. Article and Paragraph headings are inserted for convenience only and are not a part of this Agreement.

7.12 Indemnification: In no event shall either party agree to Indemnify and hold harmless the other party. It is agreed that this section shall take precedence over and supersede any other provision to the contrary in any of the Contract Documents listed in Section 1.2.

(Remainder of Page Intentionally Left Blank)

WITNESS the following signatures and seals in agreement with the above terms for
Contract #17-30-Coop

SPOTSYLVANIA COUNTY, VIRGINIA

By: _____

Edward Petrovitch

Dated

County Administrator

MEDICAL PRIORITY CONSULTANTS INC., DBA
PRIORITY DISPATCH CORP.

By:  _____

Brent E. Hawkins

Dated January 8, 2021

Vice President & General Counsel

Approved as to form:

 1-15-21

County Attorney

Dated

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date: January 26, 2021

Title: Approval of Proposal for Wine Sales at the Visitors Center

Agenda Title: Approval of Proposal for Wine Sales at the Visitors Center

Recommendation: n/a

The Tourism Department is looking to increase the offerings at the Spotsylvania Visitors Center Gift Shop, located at 4704 Southpoint Pkwy, by adding inventory from local businesses, including wine & beer. The Tourism Department would like to purchase and re-sell bottled wine and beer from wineries & breweries located in Spotsylvania County including: Lake Anna Winery, Wilderness Run Winery, Bacchus Winery, Eden Try Winery, Mattaponi Winery, 1781 Brewery Maltese Brewing Co.

BENEFITS: Adding inventory to the Gift Shop will increase the number of patrons served at the Visitors Center, while also supporting local business and commerce. This will also be a convenience to local citizens and visitors, as it will allow buyers to purchase products from all of the local wineries/breweries in one location.

RESEARCH: If approved, the Spotsylvania Visitors Center would be the third locality in the Commonwealth to offer local wine/beer within their Gift Shop, following Winchester and Halifax. Both Winchester Visitors Center & Halifax Visitors Center have found success in the purchasing and re-selling of local bottled spirits. Winchester sells local wine, beer, cider and meads, while Halifax sells wine and beer. Both localities have found an increase in their visitation and have profited financially from the selling of these items (Winchester quoted their annual average income is \$30,000 on the selling of local spirits). Neither Winchester nor Halifax have recorded any negative

Summary:

instances in regards to the selling of spirits. In order to legally purchase and sell bottled wine/beer, the Visitors Center would need to obtain a Wine & Beer Off-premise License from the Virginia Alcoholic Beverage Control Authority. This license allows the Visitors Center to purchase wines/beers from a third-party distributor recognized by the ABC Authority (Virginia Wine Distribution Company & The Virginia Beer Co.) and re-sell the merchandise. THIS LICENSE DOES NOT ALLOW FOR UNBOTTLING, POURING OR CONSUMING OF ALCOHOLIC BEVERAGES ON THE VISITORS CENTER PREMISES. The ABC Authority requires a personal guaranty from a County Official for the license. All staff overseeing, handling, purchasing and selling alcohol will be over the age of 21 (ABC does allow the selling of alcohol by someone under the age of 21, if an ABC Manager is on-site). The Visitors Center will sell bottles at a profit in order to offset some of the costs of the licensing fees. All staff selling wine/beer will take an online training course from the ABC Authority.

ACTION: If approved, the Visitors Center will stock 1-2 cases of wine/beer from each winery/brewery (preferably the top selling red and white). Stock will be held at the Visitors Center in a locked, temperature controlled storage area. One bottle of each of the offerings will be on display in the Gift Shop. Signage will be purchased notifying patrons of valid ID checks. All Visitors Center counselors selling wine/beer will take an online training course from the ABC Authority.

Financial Impact:

\$195- one-time, non-refundable application fee to ABC
\$230- annual cost to hold the license, once application is approved. These fees are PER LOCATION and there will be a need for two licenses if sales extend to the Spotsylvania County Museum Gift Shop. This request does not require any additional funding and will not require a change to the Tourism Department Budget for FY21 or FY22.

Staff Contacts:

Lindsay Leach, Tourism Manager
Michelle McGinnis, Director of Community Engagement

Legal Counsel:

n/a

Additional Background/Other Considerations:

Board Communication was sent out 12/18/20.

The Visitors Center Gift Shop will not sell wine or

Consequence of Denial/Inaction: beer.

ATTACHMENTS:

File Name	Description	Type
No Attachments Available		

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date: January 26, 2021

Title: Approval of Purchase Order #21050 to Unassailable Solutions LLC for Soft CODEC Conference Room Upgrades

Type: Action

Agenda Title: Approval of Purchase Order #21050 to Unassailable Solutions LLC for Soft CODEC Conference Room Upgrades

Recommendation: Approve purchase order #21050 with Unassailable Solutions LLC for Soft CODEC Conference Room Upgrades.

Summary: The initial contract for these goods and services was approved by the Board of Supervisors on November 27, 2018. Though not required by State Code or the County's Procurement Policy, this purchase has been sent to the Board for approval as staff publicly committed to taking all pandemic-related technology needs to the Board for approval ahead of final purchase.

Financial Impact: Adequate funding is budgeted and appropriated within Budget Code 310-9120-802-8001 FL005.

Staff Contacts: Jane Reeve, CIO, Information Services
Brad Quann, Procurement Manager

Legal Counsel: n/a

Consequence of Denial/Inaction: Failure to approve this purchase order will result in the delay and incompleteness of multiple enhancements and upgrades to existing county-wide conference rooms, resulting in the ability to hold effective meetings, training, and other necessary county operations.

ATTACHMENTS:

File Name	Description	Type
PO_21050.pdf	Purchase Order #21050	Backup Material

Unassailable Solutions- Spotsy_Soft_CODEC_CONF_Rooms.pdf	Unassailable Solutions Quote	Backup Material
Project_Budget_Wrksht_FL-005.pdf	Project Worksheet	Backup Material



County of Spotsylvania
Procurement Division
8800 Courthouse Road (P.O. Box 215)
Spotsylvania, VA 22553
Ph. 540-507-7586

PURCHASE ORDER

P.O. NUMBER: 21050

P.O. number must appear on all related correspondence, shipping papers, and invoices:

PURSUANT TO
VIRGINIA CODE §2.2-4343.1,
SPOTSYLVANIA COUNTY DOES
NOT DISCRIMINATE AGAINST
FAITH-BASED ORGANIZATIONS

To: Unassailable Solutions
805 Princess Anne Street – Suite 5
Fredericksburg, VA 22401

Ship To: County of Spotsylvania
Information Services
9104 Courthouse Road
Spotsylvania, VA 22553

Attn: Jason Jaworski
Jason.jaworski@unassailablesolutions.com

Attn: Jane Reeve

P.O. DATE
December 30, 2020

SHIP VIA	F.O.B. POINT	TERMS
	Destination	NET 30 Days

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	LOT	Soft CODEC Conference Rooms Upgrades – Equipment and installation to be provided as indicated on attached Quote #072420-01, dated July 24, 2020. Work hours are to be coordinated by the Spotsylvania County Information Services Department. Contract documents consist of: 1. Spotsylvania County Purchase Order #21050 dated December 28, 2020; 2. Spotsylvania County Contract Agreement For Goods and Services, Contract #18-24-TV-02 dated November 28, 2018; and Contract Modification #2 dated December 2, 2020 and Contract Modification #1 dated December 11, 2019 for renewals; 3. Unassailable Solutions Quote #072420-01, dated July 23, 2020. In accordance with the Spotsylvania County Purchase Order General Terms and Conditions attached, dated February 25, 2019.		\$401,919.23
TOTAL				\$401,919.23

If there are any questions concerning this purchase order, please contact Andrew Sukeforth – Spotsylvania County Procurement Division. Ph. 540-507-7524.

1. Please send one copy of your invoice.
2. In accordance with the prices, terms, delivery method, and specifications, including warranties pursuant to the description above.
3. Delivery constitutes acceptance of all terms and conditions.
4. Please notify us immediately if you are unable to ship as specified.
5. Send all invoices to:
County of Spotsylvania
P.O. Box 865
Spotsylvania, VA 22553
Attn: Jane Reeves
6. Pursuant to Virginia Code §2.2-4311.1, seller warrants that during the performance of this contract, it will not employ unauthorized alien workers, as defined by the Immigration Reform and Control Act of 1986.

FOR OFFICIAL USE ONLY

Requisitioning Department: _____

Requisitioner: _____

Ed Petrovitch
County Administrator

This standard Purchase Order form has been previously APPROVED AS TO FORM by the Office of the Spotsylvania County Attorney for small purchases. Any deviations from the County's customary form must be reviewed and approved by the County Attorney.

Spotsylvania County
Jane Reeve
8800 Courthouse Rd
Spotsylvania VA 22553
(540) 507-7552
jreeve@spotsylvania.va.us

Spotsylvania Soft CODEC Conference Rooms

Contact: Jason Jaworski • jason.jaworski@unassailablesolutions.com • 540-903-3927

Item #	QTY	Manufacturer	Part Number	Description	Price	Extended Price
Displays						
1	17	Samsung	QM85N	85" 4K Commercial LCD	\$6,578.00	\$111,826.00
2	17	Chief	LTM1U	Wall Mount	\$217.06	\$3,690.02
3	17	Chief	FHB5147	Universal Flat Panel Mount Hardware k	\$8.96	\$152.32
Subtotal						\$115,668.34
Video Distribution						
4	17	AMX	FG1010-910 / CTC-1402	Conferencing Kit	\$1,470.64	\$25,000.88
5	17	AMX	FG4151-00BL-UA / ACV-5100	CAMERA /MIC/Speaker Bar	\$625.84	\$10,639.28
Subtotal						\$35,640.16
Control						
6	17	Netgear	GS418TPP-100NAS	16 Port POE+ Network Switch	\$343.85	\$5,845.45
7	17	Netgear	WAC-510	POE Wireless AP	\$91.99	\$1,563.83
8	17	Unassailable Solutions	US-WTP-KIT	Wireless Touch Tablet/Charging Sleeve/Charging dock	\$840.65	\$14,291.05
9	17	AMX	FG2263-06-00 / TPC-Apple	UI Application	\$407.95	\$6,935.15
10	17	AMX	FG2106-01 / NX-1200	Control Processor	\$648.17	\$11,018.89
11	17	AMX	FG1010-721 / AVB-VSTYLE-RMK	Controller Rack Mount	\$53.25	\$905.25
12	17	AMX	FG423-48 / PSR5.4	Control Processor PWR Supply	\$83.75	\$1,423.75
Subtotal						\$41,983.37
Sources						
13	17	AMX	FG559-93	Architectural multimedia table interface INSTALLATION ROUTER GUIDE	\$178.80	\$3,039.60
14	17	AMX	FG560-02-BL	Architectural multimedia table interface (9 module)	\$209.30	\$3,558.10
15	17	AMX	FG552-32	HDMI Module	\$160.68	\$2,731.56
16	17	AMX	FG552-35	VGA Module	\$160.68	\$2,731.56
17	17	AMX	FG552-37	USB Module	\$160.68	\$2,731.56
18	17	AMX	FG553-12	USB Charging Module	\$103.50	\$1,759.50
19	17	AMX	FG561-01	Power Outlet	\$76.26	\$1,296.42
20	17	AMX	FG558-02	AC Power Outlet Module, Single, US NEMA 5, Type B, w/2 Under-Table Cord (US)	\$8.72	\$148.24
Subtotal						\$17,996.54
RACK / Power / Track						
21	17	Middle Atlantic	C3C2D1MSTASZP001	Equipment Rack	\$910.80	\$15,483.60
22	17	Middle Atlantic	C3TECHKIT4-SO	4RU Slide Out Rack extending	\$332.27	\$5,648.59
23	17	Middle Atlantic	C3-SHELFKIT	C3 Wood Shelves and Shelf Mount Kit 1 Bay	\$111.12	\$1,889.04
24	17	Middle Atlantic	PD920R	PDU	\$182.25	\$3,098.25
25	17	Legrand	16141	OFR	\$400.20	\$6,803.40
26	17	Legrand	OFR48-2 / 16160	Two Gang OFR Device Box	\$111.46	\$1,894.82
27	17	Legrand	OFR47-U / 16153	OFR MAAP Device Plate	\$30.81	\$523.77
28	17	Extron	70-491-11	RJ 45 MAAP	\$28.75	\$488.75
29	51	Extron	70-315-11	Blank MAAP Single Space	\$11.50	\$586.50
Subtotal						\$36,416.72
Services						
				• Custom Onsite installation • Custom Programming • Shipping • Documentation Package, Training		
30	1	Unassailable Solutions	I&I			\$154,214.10
Services Subtotal						\$154,214.10
					Total	\$401,919.23
OPTIONS						
31	1	JBL	NCSA1300Z-0-US	Audio Amplifier	\$178.80	\$178.80
32	1	JBL	LCT 81C/T	LOW-PROFILE LAY-IN CEILING TILE SPEAKER	\$209.30	\$209.30
33	1	JBL	Control 64P/T	Pendenet Speaker Pair (For Open Ceiling)	\$331.20	\$331.20
34	1	Shure	P300-IMX	DSP	\$1,206.29	\$1,206.29
35	1	Shure	MXA910W-60CM	Beamforming Microphone Array (ceiling mount)	\$3,621.29	\$3,621.29
36	1	Shure	MXA310B	Beamforming Microphone Array (table Mount)	\$783.67	\$783.67
36	1	Shure	A310B-FM	MXA310 flush mount, black	\$62.79	\$62.79
37	1	Shure	MXA710	Beamforming Microphone Array (line array wall mount)	\$2,293.04	\$2,293.04
38	1	Huddly	IQ-RMKIT	USB Camera	\$809.30	\$809.30
39	1	Netgear	GSM4210P	Managed POE+ Switch	\$919.99	\$919.99

Business Information:

Socio Economic Status: 8(m) EDWOSB, 8(m) WOSB, HUBZone

DUNS: 079631757

CAGE Code: 7AE50

Certs & Reps: Listed on www.sam.gov

TERMS

Quote is Valid for 30 days

50% of Materials Due upon receipt of PO

50% of Materials Due Net30 from date of delivery to Customer facility

25% I&I due upon receipt of PO

65% I&I due upon significant completion Net30

10% I&I due upon final acceptance and delivery of closeout documents Net30

100 % Warranty & Maintenance due upon turnover to customer or customer is actively using the system Net30

Material held longer than 30 days past agreed upon delivery will be invoiced in full

Material held longer than 30 days past agreed upon delivery will be charged \$750/month storage fee

Late payments are subject to 1.5% late fee per month

Notes

1. Pricing is based on work performed during normal business hours, in an unoccupied space.
2. Project is expected to be complete within 90 days of contract award pending any supply chain disruptions due to COVID -19

Exclusions

1. Demolition of and/or labor to maintain any existing system.
2. Backboxes, conduit, cable tray, j-hooks, sleeves, penetrations, and core drilling
3. Painting & Patching. Unassailable will make a best effort to minimize new holes necessary for cable installation.
4. Permit, Bond, and applicable sales tax.
5. Electrical

Assumptions

1. There is an existing pathway to the table via conduit. If no pathway exists there will be an additional charge for necessary conveyance.



SPOTSYLVANIA COUNTY

Remote Conferencing Technology

Project Budget Worksheet

Project #: FL-005

	Current Balance (as of Jan. 14, 2021)	Revisions (Jan. 26, 2021)	Revised Balance (Jan. 26, 2021)
<u>Project Costs:</u>			
Machinery & Equipment	\$549,788	(\$401,919)	\$147,869
Unassailable Solutions	\$0	\$401,919	\$401,919
Total Project Costs	\$549,788	\$0	\$549,788
<u>Project Funding:</u>			
Cash	\$549,788	\$0	\$549,788
Total Project Funding	\$549,788	\$0	\$549,788

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date: January 26, 2021

Title: Approval of Task Order to Samaha Associates, P.C.
for Courthouse Phase II and Phase III Interiors
Projects

Type: Action

Agenda Title: Approval of Task Order to Samaha Associates, P.C.
for Courthouse Phase II and Phase III Interiors
Projects.

Recommendation: Approve Task Order to Samaha Associates, P.C., in
the amount of \$182,840.00 to provide architectural and
engineering services for the Courthouse Phase II and
Phase III interiors projects. Task Order has been
reviewed and approved as to form by the County
Attorney's Office.

Summary: Services under this Task Order are for the architectural
and engineering services to support the programming,
permitting and construction administration for the
interior design for the General District Court,
Commonwealth Attorney and Juvenile & Domestic
Relations Offices.

Financial Impact: Adequate funding is budgeted and appropriated within
project GP1308 for award of this contract for this
purpose.

Staff Contacts: Ben Loveday, Assistant County Administrator, Josh
Knight, Deputy Director of Public Works & Facilities,
Brad Quann, Procurement Manager

Legal Counsel: Will Moore, Senior Assistant County Attorney

Task Order is signed by vendor and County
Attorney's Office and is attached. This Task Order is
in compliance with current Contract #20-07-TV-01 for
professional services previously approved by the
Board.

Additional Background/Other Considerations:

County departments have utilized Task Order based agreements for the last several years. Task Order based agreements allow for increased efficiencies in terms of time and value to the tax payer. Procurement policy is followed in all task order based agreements and task orders valued at \$100,000 and greater are presented to the Board of Supervisors for approval.

Consequence of Denial/Inaction:

This project would be significantly delayed without utilizing the existing approved task order based contract agreement and would be required to be treated as a separate agreement requiring an independent RFP/IFB review process by the department issuing the RFP/IFB, the County Attorney’s office and the Procurement Department.

ATTACHMENTS:

File Name	Description	Type
Task_Order_to_Samaha_Associates_PC.pdf	Task Order to Samaha Associates, P.C.	Agreement
Project_Budget_Wrksht_GP1308.pdf	Project Budget Worksheet - Samaha Associates, P.C. task order	Backup Material

Contract #20-07-TV-01

In accordance with the Spotsylvania County Contract Agreement For Professional Services, Task Order and Proposal for Architectural and Engineering Design Services for Courthouse Phase II and Phase III Interiors Projects is made as of _____, 2021 by and between Spotsylvania County, a political subdivision of the Commonwealth of Virginia, ("COUNTY"); and SAMAHA ASSOCIATES, P.C. a Virginia professional corporation licensed to do business in the Commonwealth of Virginia ("CONSULTANT").

WITNESSETH:

WHEREAS the COUNTY and the CONSULTANT entered into an Agreement made as of September 23, 2020 to provide professional architectural and engineering services for Spotsylvania County (hereinafter the "AGREEMENT"), and

NOW, THEREFORE, the COUNTY and the CONTRACTOR, pursuant to the Agreement, and in consideration of the mutual promises herein contained, and intending to be legally bound, do hereby agree to accept this Task Order and the Proposal, dated November 2, 2020 and prepared by CONTRACTOR attached hereto, and made a part hereof. This Task Order and Proposal for Courthouse Phase II and Phase III Interiors Projects shall not exceed ONE HUNDRED EIGHTY- TWO THOUSAND EIGHT HUNDRED FORTY DOLLARS (\$182,840.00).

Except as provided herein, the AGREEMENT remains unchanged and in full force and effect. Any conflict which may exist between the terms of this Task Order and the underlying Agreement shall be resolved in favor of the terms in the AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Task Order and Proposal for Courthouse Phase II and Phase III Interiors Projects to be duly executed by their duly authorized officials as of the date first written above.

SPOTSYLVANIA COUNTY, VIRGINIA

By: _____
Edward Petrovitch _____ Dated _____
County Administrator

SAMAHA ASSOCIATES, P.C.

By:  1/13/2021
F. Thomas Lee Dated
President

Approved as to form:

 1-14-21

COUNTY ATTORNEY Dated



SAMAHA

service | design | success

November 2, 2020

Spotsylvania County Public Works
8960 Courthouse Rd.
Spotsylvania, VA 22553
Attn: Joshua Knight, Director
JKnight@spotsylvania.va.us

Re: Courthouse Phase II and Phase III Interiors Projects

Dear Mr. Knight:

We are pleased to submit the following proposal for architectural and engineering services to support the programming, design, permitting, and construction administration for interior office fit outs of the Courthouse. A summary of the projects is as follows:

Phase I - Courthouse Additions and Renovations are currently under construction and being completed under a separate contract.

Phase IIA - Courthouse Interiors - General District Court

Further develop the plan layout completed by Spotsylvania Public works into documents to be utilized for permit and bidding purposes. A majority of the hard walls are existing and existing spaces will be repurposed into new offices, break room, conference room types of spaces. The large open area will be utilized by open office work stations. An existing high density file storage system will remain in place and be utilized by this office staff. A public service counter area will be required to be designed. We will review and re-design the existing toilet to meet ADA requirements. Finishes and furniture and millwork storage systems are included as part of the scope. See attachments for further breakdown on fee.

Proposed Base Fee

Architectural \$ 35,590.00

MEP & FP \$ 18,500.00

Consultant OH&P @ 10% \$ 1,850.00

Total Proposed Base Fee \$ 55,940.00

Samaha Associates, PC
Architects

10521 Rosehaven Street, Suite 200
Fairfax, VA 22030
T | 703.691.3311
F | 703.691.3316

www.samaha-arch.com

Phase IIB - Courthouse Interiors - Commonwealth Attorney's Office

The space vacated by the General District Court will be reconfigured and incorporated into the Commonwealth Attorney's Offices. Samaha will further develop the layout completed by Spotsylvania Public Works into documents to be utilized for permit and bidding purposes. Spaces will be reconfigured into a corridor to access the additional space, individual offices, a new conference room. Finishes and furniture will be coordinated with the existing finishes in the existing Commonwealth Attorney's suite. Limited millwork for coffee counter will be incorporated.

Proposed Base Fee

Architectural	\$ 36,180.00
MEP & FP	\$ 11,200.00
Consultant OH&P @ 10%	\$ 1,120.00
Total Proposed Base Fee	\$ 48,500.00

Phase IIC - Courthouse Interiors - Juvenile & Domestic Relations Offices

The space is currently being constructed as a 'warm-dark shell' as part of the Phase I work. The scope for these spaces will be programming with the user group, design, permitting and bidding documents. The spaces will primarily be offices, a conference room, and a public service area. Finishes and furniture will be coordinated with adjacent finished offices. Limited millwork for coffee/break room and /or storage will be incorporated.

Proposed Base Fee

Architectural	\$ 47,200.00
MEP & FP	\$ 27,000.00
Consultant OH&P @ 10%	\$ 2,700.00
Total Proposed Base Fee	\$ 76,900.00

Reimbursable Allowance for Phase IIA, Phase IIB, and Phase IIC **\$ 1,500.00**

Total Proposed Fee **\$182,840.00**

Samaha Associates, PC
Architects

10521 Rosehaven Street, Suite 200
Fairfax, VA 22030
T | 703.691.3311
F | 703.691.3316

www.samaha-arch.com

Please see the attached summary of fees.

Thank You. We appreciate the opportunity to work together on this important new facility. If you have any questions or require any further information please do not hesitate to contact us.

Sincerely,
Samaha Associates, PC



F. Thomas Lee, AIA, LEED AP
Principal

S. Josh Knight
Joshua Knight, Director SCPW

12/10/2020
Date

GP1308

Samaha Associates, PC
Architects

10521 Rosehaven Street, Suite 200
Fairfax, VA 22030
T | 703.691.3311
F | 703.691.3316

www.samaha-arch.com

ARCHITECTURAL SERVICES BREAKDOWN
Courthouse Interiors - General District Court

11/2/2020

	PIC	QC/PM/ CA Mgr	Int. Design Mgr.	Proj. Arch.	BIM Tech	Admin.	
	\$260.00	\$175.00	\$110.00	\$135.00	\$90.00	\$75.00	
Phase IIA - General District Court							
	\$260.00	\$175.00	\$110.00	\$135.00	\$90.00	\$75.00	
1.0 Programming							
1.1 Develop Detailed Space Program Report	0	0	0	0	0	0	\$ -
Programming Completed by SCPW							
1.0 Space Program Report							\$ -
	\$260.00	\$175.00	\$110.00	\$135.00	\$90.00	\$75.00	
2.0 Conceptual Design							
2.1 Create Conceptual Designs for Building and Site	0	12	0	8	24	0	\$ 5,340.00
Concept Design Completed by SCPW							
Site visit to document existing conditions and Field Measure		8		8			
Draw existing conditions and concept design					24		
Coordinate designs with all current and applicable regulations and codes		4					
2.0 Conceptual Design							\$ 5,340.00
	\$260.00	\$175.00	\$110.00	\$135.00	\$90.00	\$75.00	
3.0 Design Development							
1.1 Design Development	0	0	0	0	0	0	\$ -
Design Development not anticipated							
3.0 Design Development							\$ -
	\$260.00	\$175.00	\$110.00	\$135.00	\$90.00	\$75.00	
4.0 Construction Documents							
4.1 User Agency Meetings	0	6	0	0	0	0	\$ 1,050.00
Attend up to (1) Meeting with the User Agency to refine the program, establish relationships, and present programs.		6					
4.2 Drawing Documents	3	28	0	0	48	0	\$ 10,000.00
Develop the Concept drawings for Permit and Bid	2	16			48		
Coordinate scope with Engineers		4			8		
Submit Permit Documents	1	8			2		
4.0 Construction Documents							\$ 11,050.00
	\$260.00	\$175.00	\$110.00	\$135.00	\$90.00	\$75.00	
5.0 Bid/Procurement							
5.1 Assist SCPW in Bidding/Procurement	0	8	0	0	0	0	\$ 1,400.00
SCPW will be procuring work through existing contractors term contracts, and/or putting out for public bid. Sameha scope is minimal to answer questions during the bid/procurement phase		8					
5.0 Bid/Procurement							\$ 1,400.00
	\$260.00	\$175.00	\$110.00	\$135.00	\$90.00	\$75.00	
6.0 Finishes/Fixtures and Furnishings (FF&E)							
6.1 Finishes	0	0	16	0	24	0	\$ 3,920.00
Selection of Finishes			16		8		
Incorporate finishes into documents					16		
6.2 Furnishings	0	0	88	0	0	0	\$ 9,680.00
Produce Furnishings schedule with all pieces tagged			24				
Selection of Furniture Pieces			32				
Selection of Finishes on Furnishings			8				
Coordination with Furniture Vendors			24				
6.0 Finished/Fixtures and Furnishings (FF&E)							\$ 13,600.00

\$260.00 \$175.00 \$110.00 \$135.00 \$90.00 \$75.00

7.0 Construction Administration								
7.1 Construction Administration	0	24	0	0	0	0	\$	4,200.00
Attend up to (2) Meetings with SCPW to review progress of construction and document and deficiencies.		12						
Respond to Contractors RFI's, PCO's, submittals, pay requisitions		8						
Punchlist inspection		4						
7.0 Construction Administration							\$	4,200.00

Total

\$ 35,590.00



5228 Valleypointe Parkway, Suite 4, Roanoke, Virginia 24019
T: 540.265.4444
www.ascenteg.com

November 4, 2020

Mr. Thomas Lee, AIA, LEED AP
Principal
Samaha Associates
10521 Rosehaven Street, Suite 200
Fairfax, VA 22030

Re: Spotsylvania County Courthouse Interiors – Phase IIA General District Court
Ascent Engineering Group Proposal

Dear Tom:

We are thankful for the opportunity to submit our proposal for providing Professional Engineering Services for the Courthouse Interiors – Phase IIA General District Court renovation project in Spotsylvania County, Virginia. In this proposal, we outline our understanding of the services desired and what is included with these services.

The scope of our work for this project as we understand it is to renovate an existing area of approximately 6,600 square feet to include a break room, renovated toilet, offices, conference room, storage, open office area, and other support spaces as indicated on the preliminary layout provided via email on 10.21.2020. It is our understanding that all major infrastructure already exists in this area of the building, so major systems' extension or new HVAC systems will not be required. Existing systems will be reconfigured as needed to accommodate the renovated space. The VAV boxes and lighting in the area of renovation have been recently replaced, so those items will be reconfigured to the extent possible (unless replacement is required to properly serve the space). The existing building systems will be extended as necessary to accommodate the renovation. This includes HVAC, power distribution, plumbing, fire protection, and low-voltage systems. This proposal does not include any major system upgrades, rooftop unit replacement or adding a unit, major sprinkler system modifications, or major electrical distribution upgrades (adding panelboards, transformers, etc.). It is also our understanding the Owner has a low-voltage vendor for communications systems. As such, our design will include pathways only for the communications systems to allow the Owner's vendor to install wiring, outlets, and other infrastructure as needed.

Building Information Modeling software (Revit) will be utilized to complete the design of this facility. However, this model will not be utilized by the Contractor for coordination drawings and construction use, such as prefabrication of piping and ductwork. At this time, clash detection software is not anticipated for this project.

Our scope of work is for full Mechanical and Electrical Engineering Services and will include the following:

- Progress Documents, which indicate the general design approach and locations of Mechanical and Electrical equipment and components. This phase indicates locations of our equipment and appurtenances, and requires coordination with architectural and structural components. Major equipment from each proposed system will be indicated on the plans and in the BIM model.



Mechanical • Electrical • Plumbing • Fire Protection • Information Technology • Construction Administration • Commissioning

- Construction Documents based on the approved Progress Documents. This includes Contract Drawings and Specifications describing the equipment, materials and workmanship required for the Mechanical and Electrical systems.
- Bid Assistance.
- Shop Drawing review for Mechanical and Electrical equipment and components proposed for installation by the Contractor to insure general compliance with the Contract Documents.
- Construction Administration Services including intermittent site visits to observe the construction progress, interpretations of the Contract Drawings and Specifications as requested by the Contractor, and assistance to the Architect in reviewing and approving Contractor's monthly request for payment. This proposal is based on the successful contractor completing the building construction within the time frame determined by the Architect's schedule. If construction is extended beyond the contractual date of completion, the continuation of our services for construction administration at that point will be considered additional services.

We propose to perform these Professional Engineering Services for a lump sum fee of \$18,500 (eighteen thousand, five hundred dollars) broken down per the below:

Progress Documents	\$ 6,475
Construction Documents	\$ 6,475
Permitting/Bidding	\$ 925
Construction Administration	\$ 4,625
Total Fee	\$18,500

The above fee is broken down per hourly rates as follows:

Position	Rate	Hours	Total
Principal	220	2	\$ 440
Project Manager	185	16	\$ 2,960
Professional Engineer	170	45	\$ 7,650
Senior Engineer	150	26	\$ 3,900
Construction Administrator	95	36	\$ 3,420
Administrative	70	2	\$ 140
Rounding credit			\$ (10)
Total Fee			\$18,500

Thank you for selecting Ascent Engineering Group as your Engineering Consultants on this project. We look forward to providing Professional Services for this project to Samaha Associates and Spotsylvania County.

Respectfully submitted,



Benjamin C. Linkous, PE
President



ARCHITECTURAL SERVICES BREAKDOWN
 Courthouse Interior - Commonwealth Attorney's Office

11/2/2020

	PIC	QC/PW/ CA Mar	Int. Design Mar	Proj. Arch.	BIM Tech	Admin.	
	\$260.00	\$175.00	\$110.00	\$135.00	\$90.00	\$75.00	
Phase IIB - Commonwealth Attorney's Offices							
	\$260.00	\$175.00	\$110.00	\$135.00	\$90.00	\$75.00	
1.0 Programming							
1.1 Develop Detailed Space Program Report	0	0	0	0	0	0	\$ -
Programming Completed by SCPW							
1.0 Space Program Report							\$ -
	\$260.00	\$175.00	\$110.00	\$135.00	\$90.00	\$75.00	
2.0 Conceptual Design							
2.1 Create Conceptual Designs for Building and Site	0	12	0	0	32	1	\$ 5,055.00
Concept Design Completed by SCPW							
Site visit to document existing conditions and Field Measure							
		8			8		
Draw existing conditions and concept design							
					24	1	
Coordinate designs with all current and applicable regulations and codes							
		4					
2.0 Conceptual Design							\$ 5,055.00
	\$260.00	\$175.00	\$110.00	\$135.00	\$90.00	\$75.00	
3.0 Design Development							
3.1 Design Development	0	0	0	0	0	0	\$ -
Design Development not anticipated							
3.0 Design Development							\$ -
	\$260.00	\$175.00	\$110.00	\$135.00	\$90.00	\$75.00	
4.0 Construction Documents							
4.1 User Agency Meetings	0	6	0	0	0	0	\$ 1,050.00
Attend up to (1) Meeting with the User Agency to refine the program, establish relationships, and present programs.							
		6					
4.2 Drawing Documents	5	26	0	0	48	1	\$ 10,245.00
Develop the Concept drawings for Permit and Bid							
	4	16			48	1	
Coordinate scope with Engineers							
		4			16		
Submit Permit Documents							
	1	6			2		
4.0 Construction Documents							\$ 11,295.00
	\$260.00	\$175.00	\$110.00	\$135.00	\$90.00	\$75.00	
5.0 Bid/Procurement							
5.1 Assist SCPW in Bidding/Procurement	0	8	0	0	0	0	\$ 1,400.00
SCPW will be procuring work through existing contractors term contracts, and/or putting out for public bid. Samaha scope is minimal to answer questions during the bid/procurement phase.							
		8					
5.0 Bid/Procurement							\$ 1,400.00
	\$260.00	\$175.00	\$110.00	\$135.00	\$90.00	\$75.00	
6.0 Finishes/Fixtures and Furnishings (FF&E)							
6.1 Finishes	0	12	16	0	8	0	\$ 4,580.00
Selection of Finishes							
		8	16				
Incorporate finishes into documents							
		4			8		
6.2 Furnishings	0	0	80	0	0	1	\$ 8,875.00
Produce Furnishings schedule with all pieces tagged							
			24			1	
Selection of Furniture Pieces							
			24				
Selection of Finishes on Furnishings							
			8				
Coordination with Furniture Vendors							
			24				
6.0 Finished/Fixtures and Furnishings (FF&E)							\$ 13,455.00

\$260.00 \$175.00 \$110.00 \$135.00 \$90.00 \$75.00

7.0 Construction Administration							
7.1 Construction Administration	0	28	0	0	0	1	\$ 4,975.00
Attend up to (2) Meetings with SCPW to review progress of construction and document and deficiencies.		12				1	
Respond to Contractors RFI's, PCO's, submittals, pay requisitions		12					
Punchlist Inspection		4					
7.0 Construction Administration							\$ 4,975.00

Total

\$ 36,180.00



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October 26, 2020

Mr. Thomas Lee, AIA, LEED AP
Principal
Samaha Associates
10521 Rosehaven Street, Suite 200
Fairfax, VA 22030

Re: Spotsylvania County Courthouse Interiors – Phase IIB Commonwealth Attorney’s Office
Ascent Engineering Group Proposal

Dear Tom:

We are thankful for the opportunity to submit our proposal for providing Professional Engineering Services for the Courthouse Interiors – Phase IIB Commonwealth Attorney’s Office renovation project in Spotsylvania County, Virginia. In this proposal, we outline our understanding of the services desired and what is included with these services.

The scope of our work for this project as we understand it is to renovate an existing area currently housing the General District Court, with revised spaces and other modifications as indicated on the preliminary layout provided via email on 10.21.2020. It is our understanding that all major infrastructure already exists in this area of the building, so major systems’ extension or new HVAC systems will not be required. Existing systems will be reconfigured as needed to accommodate the renovated space. It is likely, based on review of the scope document, that ductwork will need to be reconfigured and terminal boxes added in areas where new spaces are being created or existing areas are being reconfigured. Additionally, other building system infrastructure, such as sprinkler, electrical, lighting, fire alarm, etc. will need to be reconfigured in these spaces. The existing building systems will be extended as necessary to accommodate the renovation. This includes HVAC, power distribution, plumbing, fire protection, and low-voltage systems. It is also our understanding that this area will not be completely renovated, and that no changes will occur in areas not being reconfigured. This proposal does not include any major system upgrades, rooftop unit replacement or adding a unit, major sprinkler system modifications, or major electrical distribution upgrades (adding panelboards, transformers, etc.). It is also our understanding the Owner has a low-voltage vendor for communications systems. As such, our design will include pathways only for the communications systems to allow the Owner’s vendor to install wiring, outlets, and other infrastructure as needed.

Building Information Modeling software (Revit) will be utilized to complete the design of this facility. However, this model will not be utilized by the Contractor for coordination drawings and construction use, such as prefabrication of piping and ductwork. At this time, clash detection software is not anticipated for this project.

Our scope of work is for full Mechanical and Electrical Engineering Services and will include the following:

- Progress Documents, which indicate the general design approach and locations of Mechanical and Electrical equipment and components. This phase indicates locations of our equipment and



Mechanical • Electrical • Plumbing • Fire Protection • Information Technology • Construction Administration • Commissioning

appurtenances, and requires coordination with architectural and structural components. Major equipment from each proposed system will be indicated on the plans and in the BIM model.

- Construction Documents based on the approved Progress Documents. This includes Contract Drawings and Specifications describing the equipment, materials and workmanship required for the Mechanical and Electrical systems.
- Bid Assistance.
- Shop Drawing review for Mechanical and Electrical equipment and components proposed for installation by the Contractor to insure general compliance with the Contract Documents.
- Construction Administration Services including intermittent site visits to observe the construction progress, interpretations of the Contract Drawings and Specifications as requested by the Contractor, and assistance to the Architect in reviewing and approving Contractor's monthly request for payment. This proposal is based on the successful contractor completing the building construction within the time frame determined by the Architect's schedule. If construction is extended beyond the contractual date of completion, the continuation of our services for construction administration at that point will be considered additional services.

We propose to perform these Professional Engineering Services for a lump sum fee of \$11,200 (eleven thousand, two hundred dollars) broken down per the below:

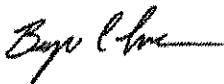
Progress Documents	\$ 3,920
Construction Documents	\$ 3,920
Permitting/Bidding	\$ 560
Construction Administration	\$ 2,800
Total Fee	\$11,200

The above fee is broken down per hourly rates as follows:

Position	Rate	Hours	Total
Principal	220	1	\$ 220
Project Manager	185	8	\$ 1,480
Professional Engineer	170	28	\$ 4,760
Senior Engineer	150	16	\$ 2,400
Construction Administrator	95	24	\$ 2,280
Administrative	70	1	\$ 70
Rounding credit			\$ (10)
Total Fee			\$ 11,200

Thank you for selecting Ascent Engineering Group as your Engineering Consultants on this project. We look forward to providing Professional Services for this project to Samaha Associates and Spotsylvania County.

Respectfully submitted,



Benjamin C. Linkous, PE
President



ARCHITECTURAL SERVICES BREAKDOWN
Courthouse Interior - Juvenile & Domestic Relations

11/2/2020

	PM/QC/ PIC	CA Mgr	Int. Design Mgr.	Proj. Arch.	BIM Tech	Admin.	
	\$260.00	\$175.00	\$110.00	\$135.00	\$90.00	\$75.00	
Phase IIC - Juvenile & Domestic Relations Build out							
	\$260.00	\$175.00	\$110.00	\$135.00	\$90.00	\$75.00	
1.0 Programming							
1.1 Develop Detailed Space Program Report	0	12	0	0	6	1	\$ 2,715.00
Programming: Attend up to (2) Meetings it SCPW and User Group to determine the program for the space. Meeting Minutes and Program Summary spreadsheet							
		12			6	1	
1.0 Space Program Report							\$ 2,715.00
	\$260.00	\$175.00	\$110.00	\$135.00	\$90.00	\$75.00	
2.0 Conceptual Design							
2.1 Create Conceptual Designs for Building and Site	0	36	0	0	72	1	\$ 12,855.00
Concept Design							
		24			40	1	
Site visit to document existing conditions and Field Measure							
		8			8		
Draw existing conditions and concept design							
					24		
Coordinate designs with all current and applicable regulations and codes							
		4					
2.0 Conceptual Design							\$ 12,855.00
	\$260.00	\$175.00	\$110.00	\$135.00	\$90.00	\$75.00	
3.0 Design Development							
1.1 Design Development	0	0	0	0	0	0	\$ -
Design Development not anticipated							
3.0 Design Development							\$ -
	\$260.00	\$175.00	\$110.00	\$135.00	\$90.00	\$75.00	
4.0 Construction Documents							
4.1 User Agency Meetings	0	12	0	0	6	0	\$ 2,640.00
Attend up to (2) Meetings with the SCPW and/or User Agency to review and refine scope of project.							
		12			6		
4.2 Drawing Documents	5	34	0	0	50	0	\$ 11,750.00
Develop the Concept drawings for Permit and Bid							
	4	24			40		
Coordinate scope with Engineers							
		4			8		
Submit Permit Documents							
	1	6			2		
4.0 Construction Documents							\$ 14,390.00
	\$260.00	\$175.00	\$110.00	\$135.00	\$90.00	\$75.00	
5.0 Bid/Procurement							
5.1 Assist SCPW in Bidding/Procurement	0	8	0	0	0	0	\$ 1,400.00
SCPW will be procuring work through existing contractors term contracts, and/or putting out for public bid. Samaha scope is minimal to answer questions during the bid/procurement phase							
		8					
5.0 Bid/Procurement							\$ 1,400.00
	\$260.00	\$175.00	\$110.00	\$135.00	\$90.00	\$75.00	
6.0 Finishes/Fixtures and Furnishings (FF&E)							
6.1 Finishes	0	0	16	0	12	0	\$ 2,840.00
Selection of Finishes							
			12		8		
Incorporate finishes into documents							
			4		4		
6.2 Furnishings	0	0	80	0	0	0	\$ 8,800.00
Produce Furnishings schedule with all pieces tagged							
			24				
Selection of Furniture Pieces							
			24				
Selection of Finishes on Furnishings							
			8				
Coordination with Furniture Vendors							
			24				
6.0 Finished/Fixtures and Furnishings (FF&E)							\$ 11,640.00

\$260.00 \$175.00 \$110.00 \$135.00 \$90.00 \$75.00

7.0 Construction Administration							
7.1 Construction Administration	0	24	0	0	0	0	\$ 4,200.00
Attend up to (2) Meetings with SCPW to review progress of construction and document and deficiencies.		12					
Respond to Contractors RFI's, PCO's, submittals, pay requisitions		8					
Punchlist inspection		4					
7.0 Construction Administration							\$ 4,200.00

Total

\$ 47,200.00



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October 26, 2020

Mr. Thomas Lee, AIA, LEED AP
Principal
Samaha Associates
10521 Rosehaven Street, Suite 200
Fairfax, VA 22030

Re: Spotsylvania County Courthouse Interiors – Phase IIC Juvenile & Domestic Relations
Ascent Engineering Group Proposal

Dear Tom:

We are thankful for the opportunity to submit our proposal for providing Professional Engineering Services for the Courthouse Interiors – Phase IIC Juvenile & Domestic Relations infill project in Spotsylvania County, Virginia. In this proposal, we outline our understanding of the services desired and what is included with these services.

The scope of our work for this project as we understand it is to renovate an existing shell space area of approximately 5,500 square feet with revised spaces and other modifications as indicated on the preliminary layout provided via email on 10.21.2020. Because this area is a shell space, it is anticipated that all major building systems will need to be designed and extended to provide for the space being renovated. As such, it is likely an HVAC system will need to be installed to serve the space. Additionally, lighting, power distribution, plumbing, sprinkler, and other building systems will need to be designed for this area. The sprinkler design will be based on a performance based specification with individual sprinkler head locations and branch line layouts not being indicated on our drawings. The fire alarm system will also be design and expanded in this area for proper coverage per code. It is also our understanding the Owner has a low-voltage vendor for communications systems. As such, our design will include pathways only for the communications systems to allow the Owner's vendor to install wiring, outlets, and other infrastructure as needed.

Building Information Modeling software (Revit) will be utilized to complete the design of this facility. However, this model will not be utilized by the Contractor for coordination drawings and construction use, such as prefabrication of piping and ductwork. At this time, clash detection software is not anticipated for this project.

Our scope of work is for full Mechanical and Electrical Engineering Services and will include the following:

- Progress Documents, which indicate the general design approach and locations of Mechanical and Electrical equipment and components. This phase indicates locations of our equipment and appurtenances, and requires coordination with architectural and structural components. Major equipment from each proposed system will be indicated on the plans and in the BIM model.



Mechanical • Electrical • Plumbing • Fire Protection • Information Technology • Construction Administration • Commissioning

- Construction Documents based on the approved Progress Documents. This includes Contract Drawings and Specifications describing the equipment, materials and workmanship required for the Mechanical and Electrical systems.
- Bid Assistance.
- Shop Drawing review for Mechanical and Electrical equipment and components proposed for installation by the Contractor to insure general compliance with the Contract Documents.
- Construction Administration Services including intermittent site visits to observe the construction progress, interpretations of the Contract Drawings and Specifications as requested by the Contractor, and assistance to the Architect in reviewing and approving Contractor's monthly request for payment. This proposal is based on the successful contractor completing the building construction within the time frame determined by the Architect's schedule. If construction is extended beyond the contractual date of completion, the continuation of our services for construction administration at that point will be considered additional services.

We propose to perform these Professional Engineering Services for a lump sum fee of \$27,000 (twenty seven thousand dollars) broken down per the below:

Progress Documents	\$ 9,450
Construction Documents	\$ 9,450
Permitting/Bidding	\$ 1,350
Construction Administration	\$ 6,750
Total Fee	\$27,000

The above fee is broken down per hourly rates as follows:

Position	Rate	Hours	Total
Principal	220	2	\$ 440
Project Manager	185	21	\$ 3,885
Professional Engineer	170	66	\$ 11,220
Senior Engineer	150	40	\$ 6,000
Construction Administrator	95	56	\$ 5,320
Administrative	70	2	\$ 140
Rounding credit			\$ (5)
Total Fee			\$ 27,000

Thank you for selecting Ascent Engineering Group as your Engineering Consultants on this project. We look forward to providing Professional Services for this project to Samaha Associates and Spotsylvania County.

Respectfully submitted,



Benjamin C. Linkous, PE
President



SPOTSYLVANIA COUNTY

Judicial Center Renovation & Expansion

Project Budget Worksheet

Project #: GP1308

	Current Balance (as of Jan. 14, 2021)	Revisions (Jan. 26, 2021)	Revised Balance (Jan. 26, 2021)
<u>Project Costs:</u>			
Design	\$567,995	(\$182,840)	\$385,155
Samaha Associates, PC	\$0	\$182,840	\$182,840
Construction	\$7,824,486	\$0	\$7,824,486
Total Project Costs	\$8,392,481	\$0	\$8,392,481
<u>Project Funding:</u>			
Cash	\$5,109,081	\$0	\$5,109,081
Bonds	\$3,283,400	\$0	\$3,283,400
Total Project Funding	\$8,392,481	\$0	\$8,392,481

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date:	January 26, 2021
Title:	Authorize Public Hearings for Amendments to the County's Erosion and Sediment Control Ordinance

Type:	Action, Resolution, Ordinance
Agenda Title:	Authorize Public Hearings for Amendments to the County's Erosion and Sediment Control Ordinance
Recommendation:	Staff recommends that the Board authorize advertisement of the proposed amendments to Chapter 8 of County Code for public hearing. Authorization of public hearings to consider amendments to the County Code, Chapter 8, Erosion and Sediment Control. The proposed amendments include definition and local program procedural updates consistent with the Code of Virginia Erosion and Sediment Control Law.
Non-Staff Name and Title of Presenters:	
Summary:	Amendments are proposed to the County Code, Chapter 8, Erosion and Sediment Control. The proposed amendments include definition and local program procedural updates consistent with the Code of Virginia, Title 62.1, Chapter 3.1, Article 2.4, known as the Virginia Erosion and Sediment Control Law.
Financial Impact:	N/A
Staff Contacts:	Benjamin Leach, Deputy of Environmental Codes
Legal Counsel:	Susan Cooke, Deputy County Attorney
Additional Background/Other Considerations:	The Planning Commission public hearing will be scheduled for February 17, 2021 and the Board's hearing will occur in March. The County needs to adopt an updated ordinance by the end of March 2021 in accordance with the County's Erosion and Sediment Control Program Corrective Action Agreement with DEQ.
Consequence of Denial/Inaction:	

Talking Points:

Authorization of public hearings to consider amendments to the County Code, Chapter 8, Erosion and Sediment Control. The proposed amendments include definition and local program procedural updates consistent with the Code of Virginia Erosion and Sediment Control Law.

ATTACHMENTS:

File Name	Description	Type
ESC_Ordinance_for_Authorization.pdf	Draft Ordinance Amendment	Ordinance
Resolution_Authorization_to_Ch_8_20210126.docx	Resolution to advertise	Resolution

At a meeting of the Spotsylvania County Board of Supervisors held on _____ on a motion by _____, seconded by _____ and passed _____, the Board adopts the following ordinance:

AN ORDINANCE No. 8-X

CA21-0001: Erosion and Sediment Control Ordinance Amendments

To amend the Code of the County of Spotsylvania, Virginia (“Code Amendments”) Chapter 8, Erosion and Sediment Control. The proposed amendments to the Ordinance include definition and local program procedural updates consistent with the Code of Virginia, Title 62.1, Chapter 3.1, Article 2.4, known as the Virginia Erosion and Sediment Control Law.

PUBLIC HEARING: _____

WHEREAS, staff has reviewed the Code Amendment and recommends approval as stated in the Executive Summary dated _____; and

WHEREAS, the Spotsylvania County Planning Commission held a public hearing on this item on _____, which was duly advertised in a local newspaper for a period of two weeks, and interested citizens were given an opportunity to be heard; and

WHEREAS, the Spotsylvania County Planning Commission recommended _____ of the Code Amendment with a vote of _____; and

WHEREAS, the Spotsylvania County Board of Supervisors held a public hearing on _____, which was duly advertised in a local newspaper for a period of two weeks, and interested citizens were given an opportunity to be heard; and

WHEREAS, good land use practice and general welfare are served by approval of the Code Amendments.

NOW, THEREFORE, THE BOARD OF SUPERVISORS FOR THE COUNTY OF SPOTSYLVANIA HEREBY ORDAINS:

§ 1. That Chapter 8 be and is hereby amended and reordained as follows:

Chapter 8 - EROSION AND SEDIMENT CONTROL^[1]

[Appendix A—Fees](#)

[Appendix B—Agreement in Lieu of a Plan and Checklist](#)

Footnotes:

--- (1) ---

Editor's note— Ord. No. 8-1, adopted July 27, 1993, amended and reordained chapter 8, erosion and sediment control, in its entirety. Previously, Ord. No. 8-1, adopted Nov. 28, 1989, enacted erosion and sediment control regulations which had been codified as superseding the provisions of former Ch. 8 which pertained to similar subject matter and which derived from Code 1980, §§ 7-1—7-6, 7-8—7-22; and ordinances adopted March 9, 1982; Oct. 9, 1984; Oct. 24, 1987; and Sept. 13, 1988.

Subsequently, Ord. No. 8-6, adopted Feb. 11, 2003, amended and reordained chapter 8, §§ 8-4—8-6, 8-17, 8-19, 8-20, 8-31, 8-34—8-36, 8-38(a), 8-39, 8-31, 8-42, 8-44, 8-45, 8-61—8-63 and 8-71, to read as herein set out.

Cross reference— Buildings and building regulations, Ch. 5; subdivisions, Ch. 20; water, sewers and sewage disposal, Ch. 22; erosion and sediment control at Ni River Reservoir, § 22-231; zoning, Ch. 23; erosion control in trailer camps generally, § 23-289; erosion control in recreational trailer camps, § 23-322.

State Law reference— This Chapter is authorized by the Code of Virginia, Title 62.1, Chapter 3.1, Article 2.4, known as the Virginia Erosion and Sediment Control Law.~~Erosion and Sediment Control Law, Code of Virginia, §§ 10.1-560—10.1-572; local control programs, § 10.1-562.~~

ARTICLE I. - IN GENERAL

Sec. 8-1. - Title.

This ~~chapter~~Chapter shall be known as the "Erosion and Sedimentation Control Ordinance of Spotsylvania County".

(Ord. No. 8-1, 11-28-89; Ord. No. 8-1, 7-27-93; Ord. No. X)

Sec. 8-2. - Purpose of ~~chapter~~Chapter.

The purpose of this ~~chapter~~Chapter is to prevent degradation of properties, stream channels, waters, and other natural resources of Spotsylvania County and to promote the public health and welfare of the people of the County by establishing requirements for the control of soil erosion, sediment deposition, and non-agricultural runoff and by establishing procedures whereby these requirements shall be administered and enforced.

~~conserve the land, water, air and other natural resources of the county and to promote the public health and welfare of the people of the county by establishing requirements for the control of erosion and sedimentation, and by establishing procedures whereby these requirements shall be administered and enforced.~~

(Ord. No. 8-1, 11-28-89; Ord. No. 8-1, 7-27-93; Ord. No. X)

Sec. 8-3. - Authorization for ~~chapter~~Chapter.

This Chapter is authorized by the Code of Virginia, Title 62.1, Chapter 3.1, Article 2.4, known as the Virginia Erosion and Sediment Control Law, that ~~This chapter is authorized by Title 10.1, Chapter 5, Article 4, of the Code of Virginia, known as "Erosion and Sediment Control Law". This article provides for a comprehensive statewide program with criteria, standards, and specifications to control soil erosion and sedimentation, which is implemented on the local level.~~

(Ord. No. 8-1, 11-28-89; Ord. No. 8-1, 7-27-93; Ord. No. X)

Sec. 8-4. - Definitions.

For the purposes of this ~~chapter~~Chapter, the following words and phrases shall have the meanings respectively ascribed to them in ~~this section~~Sec. 8-4, unless the context requires a different meaning:

~~Aggrieved landowner means any landowner whose property sustains pecuniary damage resulting from a violation of an approved plan or required permit or from the conduct of land-disturbing activities commenced without an approved plan or required permit.~~

~~Agreement in lieu of plan means a contract between the County and the Owner that specifies conservation measures that must be implemented in the construction of a single-family residence; this contract may be executed by the plan-approving authority in lieu of a formal site plan.~~the county, signed by the, program administrator and the owner which specifies conservation measures which must be implemented in the construction of a single family residence in lieu of a formal site plan. The ~~p~~Program ~~Administrator~~ executes said contract on behalf of the ~~county~~County if the contract meets the requirements of this ~~chapter~~Chapter.

~~Applicant means the owner~~Owner, or a person authorized by limited power of attorney or other acceptable document to sign on behalf of the ~~owner~~Owner, submitting an ~~erosion and sediment control plan~~Erosion and Sediment Control Plan for approval or requesting, by written application, the issuance of a permit authorizing ~~land-disturbing activities~~Land-Disturbing Activities to commence.

~~Board means the Virginia Soil and Water Conservation Board, as described in Section 10.1-502 of the Code of Virginia.~~State Water Control Board.

~~Certified inspector means an employee or agent of a VESCP program authority who (i) holds a certificate of competence from the board~~Board in the area of project inspection, or (ii) is enrolled in the ~~board's~~Board's training program for project inspection and successfully completes such program within one (1) year after enrollment.

~~Certified plan reviewer means an employee or agent of a program-VESCP authority who (i) holds a certificate of competence from the board~~Board in the area of plan review, (ii) is enrolled in the ~~board's~~Board's training program for plan review and successfully completes such program within one (1) year after enrollment, or (iii) is licensed as a professional engineer, architect, certified landscape architect, or land surveyor pursuant to Code of Virginia Article 1 (Sec. 54.1-400 et seq.) of Chapter 4 of Title 54.1 or a professional soil scientist as defined in Sec. 54.1-2200.~~article 1 (section 54.1-400 et seq.) of Chapter 4 of Title 54.1.~~

~~Certified program administrator~~or Program administrator means an employee or agent of a ~~program~~VESCP authority who (i) holds a certificate of competence from the ~~board~~Board in the area of program administration, or (ii) is enrolled in the ~~board's~~Board's training program for program administration and successfully completes such program within one (1) year after enrollment.

~~Clearing means any activity which removes the vegetative ground cover, including but not limited to, the removal of root mat and/or topsoil.~~

~~Conservation plan, erosion and sediment control plan or plan means a document containing material for the conservation of soil and water resources of a unit or group of units of land. It may include maps, an appropriate soil and water plan inventory and management information with needed interpretations, and a record of decisions contributing to conservation treatment. The plan shall contain all major conservation decisions to assure that the entire unit or units of land will be so treated to achieve the conservation objectives.~~

County means the County of Spotsylvania.

~~DGR means Virginia Department of Conservation and Recreation.~~Department of Environmental Quality or DEQ means the Virginia Department of Environmental Quality.

Development means a tract or parcel of land developed or to be developed as a single unit under single ownership or unified control which is to be used for any business or industrial purpose or is to contain three or more residential dwelling units or lots.

Director means the Director of the Virginia Department of Environmental Quality. Spotsylvania County erosion and sediment control director or any person designated by the director to act on his or her behalf.

District or ~~soil~~ Soil and water conservation district means a political subdivision of the state organized in accordance with the provisions of Chapter 5, Article 3 of Title 10.1 of the Code of Virginia, as amended, refers to the Tri-County/City Soil and Water Conservation District.

Erosion and sediment control plan or ESC plan means a document containing material for the conservation of soil and water resources of a unit or group of units of land. It may include appropriate maps, an appropriate soil and water plan inventory, and management information with needed interpretations, and a record of decisions contributing to conservation treatment. The plan shall contain all major conservation decisions and all information deemed necessary by the VESCP plan approving authority to assure that the entire unit or units of land will be so treated to achieve the conservation objectives and comply with the minimum standards set out in Title 9, Agency 25, Chapter 840, Section 40 of the Virginia Administrative Code (9VAC25-840-40).

Erosion impact area means an area of land not associated with current land-disturbing activity~~Land-Disturbing Activities~~ but subject to persistent soil erosion resulting in the delivery of sediment onto neighboring properties or into state waters~~State Waters~~. This definition shall not apply to any lot or parcel of land of ten thousand (10,000) square feet or less used for residential purposes or to shorelines where the erosion results from wave action or other coastal processes.

Excavating means any digging, scooping, or other methods of removing earth materials. ~~depositing or stockpiling of earth materials.~~

Exceptionally-large-scale land disturbance construction area means a land-disturbance activity area of Development four hundred (400) acres or larger.

Fee schedule means the County's Unified Fee Schedule for Land Use and Building.

Filling means any depositing or stockpiling of earth materials.

Governing body means the Spotsylvania County Board of Supervisors.

Grading means any ~~excavating~~Excavating or ~~filling~~Filling of earth materials or any combination thereof, including the land in its excavated or filled condition.

Land-disturbing activities~~y~~ means any land-man-made change to the land surface which that may result in soil erosion from water or wind and the movement of sediments into state waters~~State Waters~~ or onto lands in the commonwealth~~Commonwealth~~, including, but not limited to, clearing~~Clearing~~, grading~~Grading~~, excavating~~Excavating~~, transporting, and filling of land, including the covering of land with gravel, millings, or any material that changes the run off characteristics of the area, except that the following activities shall not be considered land-disturbing activities~~Land-Disturbing Activities~~ for the purpose of this chapter~~Chapter~~:

- (1) Minor land-disturbing activities~~Land-Disturbing Activities~~ such as home gardens and individual home landscaping, repairs and maintenance work;
- (2) Individual service connections;
- (3) Installation, maintenance or repair of any underground public utility lines when such activity occurs on an existing hard-surfaced road, street or sidewalk; provided, such land-disturbing activity~~Land-Disturbing Activities~~ are~~is~~ confined to the area of the road, street, or sidewalk which is hard-surfaced;
- (4) Septic tank lines or drainage fields unless included in an overall plan for land-disturbing activity~~Land-Disturbing Activities~~ relating to construction of the building to be served by the septic tank system;
- (5) Permitted ~~Surface~~ or deep mining operations and projects, or oil and gas operations and projects conducted pursuant to Code of Virginia Title 45.1;
- ~~(6) Exploration or drilling for oil and gas including the well site, roads and off-site disposal areas;~~

- (76) Tilling, planting, or harvesting of agricultural, horticultural, or forest crops or livestock feedlot operations; including engineering operations as follows: construction of terraces, terrace outlets, check dams, desilting basins, dikes, ponds, ditches, strip cropping, lister furrowing, contour cultivating, contour furrowing, land drainage, and land irrigation; however, this exception shall not apply to harvesting of forest crops unless the area on which harvesting occurs is reforested artificially or naturally in accordance with the provisions of Chapter 11 (Sec. 10.1-1100 et seq.) of Title 10.1 of the Code of Virginia or is converted to bona fide agricultural or improved pasture use as described in Subsection B of Sec. 10.1-1163 of this Title 10.1 of the Code of Virginia, as amended, or is converted to bona fide agricultural or improved pasture use as described in subsection B of section 10.1-1163 of the Code of Virginia, as amended;
- (87) Repair or rebuilding of the tracks, rights-of-way, bridges, communication facilities, and other related structures and facilities of a railroad company;
- (98) Agricultural engineering operations including, but not limited to, the construction of terraces, terrace outlets, check dams, desilting basins, dikes, ponds (not required to comply with the Dam Safety Act, Chapter 6, Article 2, of Title 10.1 of the Code of Virginia, as amended), ditches, strip cropping, lister furrowing, contour cultivating, contour furrowing, land drainage, and land irrigation;
- (109) Disturbed land areas of less than twenty-five hundred (2,500) square feet in size;
- (1110) Installation of fence and signposts or telephone and electric poles and other kinds of posts or poles;
- (1211) Shoreline erosion control projects on tidal waters when the projects are all of the Land-Disturbing Activities are within the regulatory authority of and approved by local wetland boards, the Marine Resources Commission, or the U.S. Army Corps of Engineers; however, any associated land that is disturbed outside of this exempted area shall remain subject to this ordinance; and
- (1312) Emergency work to protect life, limb or property, and emergency repairs; however, if the land disturbing activity would have required an approved erosion and sediment control plan Erosion and Sediment Control Plan, if the activity were not an emergency, then the land area disturbed shall be shaped and stabilized in accordance with the requirements of the local plan approving authority this Chapter.

Land-disturbing permit or approval means a permit or other form of approval issued by the eCounty for the Clearing, Filling, Excavating, Grading, or Transporting of land or for any combination thereof or for any other land Land-d Disturbing a Activities regulated by this chapter.

Local erosion and sediment control program or local control program means an outline or explanation of the various elements or methods employed by the county to regulate land-disturbing activities Land-Disturbing Activities and thereby minimize erosion and sedimentation in compliance with the state program and may include such items as a local ordinance, policies and guidelines, technical matters, inspection, enforcement and evaluation.

Natural channel design concepts mean the utilization of engineering analysis and fluvial geomorphic processes to create, rehabilitate, restore, or stabilize an open conveyance system for the purpose of creating or recreating a stream that conveys its bankfull storm event within its banks and allows larger flows to access its bankfull bench and its floodplain.

Owner means the owner or owners of the freehold of the premises or lesser estate therein, a mortgagee or vendee in possession, assignee of rents, receiver, executor, trustee, lessee or other person, firm, or corporation in control of property.

Peak flow rate means the maximum instantaneous flow from a given storm condition at a particular location.

Permit issuing authority ~~means the erosion and sediment control program administrator.~~

Permittee means the ~~owner~~Owner of the property and/or the person to whom the permit authorizing ~~land-disturbing activities~~Land-Disturbing Activities is issued and/or the person who certifies that the approved ~~erosion and sediment control plan~~Erosion and Sediment Control Plan will be followed.

Person means any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility cooperative, county, city, town or other political subdivision of this state, any interstate body or any other legal entity.

~~*Plan approving authority* means the erosion and sediment control program administrator.~~

~~*Program authority* means the locality which has adopted a soil erosion and sediment control program approved by the board.~~

Program Administrator means the person or persons responsible for administering and enforcing the erosion and sediment control program of Spotsylvania County.

Responsible land disturber or RLD means an individual holding a certificate issued by the DEQ who is responsible for carrying out the Land-Disturbing Activity in accordance with the approved ESC Plan. The RLD may be the Owner, Applicant, Permittee, designer, superintendent, project manager, contractor, or any other project or development team member. The RLD must be designated on the ESC Plan or permit as a prerequisite for engaging in land disturbance. ~~means an individual from the project or development team, who will be in charge or responsible for carrying out a land-disturbing activity covered by an approved plan or agreement in lieu of plan, who (i) holds a responsible land disturber certificate of competence, (ii) holds a current certificate of competence from the board in the areas of combined administration, program administration, inspection, or plan review, (iii) holds a current contractor certificate of competence for erosion and sediment control, or (iv) is licensed in Virginia as a professional engineer, architect, certified landscape architect or land surveyor pursuant to article I (section 54.1-400 et seq.) of Chapter 4 of Title 54.1.~~

Runoff volume means the volume of water that runs off the land Development project from a prescribed storm event.

Single family residence/home/dwelling means a noncommercial dwelling that is occupied exclusively by one family.

State permit means an approval to conduct Land-Disturbing Activities issued by the Board in the form of a state stormwater individual permit or coverage issued under a state general permit.

State waters mean all waters on the surface and under the ground wholly or partially within or bordering the ~~commonwealth~~Commonwealth or within its jurisdiction.

Subdivision has the same meaning in this chapter as the definition set forth in the Spotsylvania County Subdivision Ordinance (Chapter 20).

Transporting means any moving of earth materials from one place to another place other than such movement incidental to Grading, when such movement results in destroying the vegetative ground cover either by tracking or the buildup of earth materials to the extent that erosion and sedimentation will result from the soil or earth materials over which such transporting occurs.

Virginia Erosion and Sediment Control Program or VESCP means a program approved by the Board that has been established by a VESCP authority for the effective control of soil erosion, sediment deposition, and non-agricultural runoff associated with Land-Disturbing Activities to prevent the unreasonable degradation of properties, stream channels, waters, and other natural resources and shall include such items where applicable as local ordinances, rules, permit requirements, annual standards and specifications, policies and guidelines, technical materials, and requirements for plan review, inspection, enforcement where authorized in this article, and evaluation consistent with the requirements of this article and its associated regulations.

VESCP Permit-issuing authority means the Program Administrator or designee responsible for issuing permits for Land-Disturbing Activities.

VESCP Plan-approving authority means the Program Administrator or designee responsible for determining the adequacy of a plan submitted for Land-Disturbing Activities on a unit or units of lands and for approving plans.

VESCP authority or Program authority means the County which has adopted a soil erosion and sediment control program that has been approved by the Board.

Water quality volume means the volume equal to the first one-half inch of runoff multiplied by the impervious surface of the land Development project.

(Ord. No. 8-1, 11-28-89; Ord. No. 8-1, 7-27-93; Ord. No. 8-2, 7-12-94; Ord. No. 8-6, 2-11-03; Ord. No. 8-15, § 1, 11-15-18; Ord. No. X)

Sec. 8-5. - Violation; injunction and other legal actions by the ~~county~~County.

(a) Violators of this ordinance shall be guilty of a Class I misdemeanor.

(b) Any person who violates any provision of Code of Virginia Sec. 62.1-44.15:55, 62.1-44.15:56 shall, upon a finding of the District Court of Spotsylvania County, be assessed a civil penalty. The civil penalty for any one violation shall be not less than \$100 nor more than \$1,000, except that the civil penalty for commencement of Land-Disturbing Activities without an approved plan shall be \$1,000. Each day during which the violation is found to have existed shall constitute a separate offense. In no event shall a series of specified violations arising from the same operative set of facts result in civil penalties which exceed a total of \$10,000, except that a series of violations arising from the commencement of Land-Disturbing Activities without an approved plan for any site shall not result in civil penalties which exceed a total of \$10,000. Any such civil penalties shall be in lieu of criminal sanctions and shall preclude the prosecution of such violation as a misdemeanor under subsection A of Sec. 62.1-44.15:63.

(c) The Program Administrator, or the Owner or property which has sustained damage or which is in imminent danger of being damaged, may apply to the Circuit Court of Spotsylvania County to enjoin a violation or a threatened violation of Code of Virginia Sec. 62.1-44.15:55, 62.1-44.15:56, without the necessity of showing that an adequate remedy at law does not exist.

However, an Owner of property shall not apply for injunctive relief unless (i) he/she has notified in writing the person who has violated the local program, and the Program Authority, that a violation of the local program has caused, or creates a probability of causing, damage to his or hers property, and (ii) neither the person who has violated the local program nor the Program Authority has taken corrective action within fifteen (15) days to eliminate the conditions which have caused, or create the probability of causing, damage to his or hers property.

(d) In addition to any criminal or civil penalties provided under this ordinance, any person who violates any provision of the Erosion and Sediment Control Law may be liable to Spotsylvania County in a civil action for damages.

(e) Without limiting the remedies which may be obtained in this section, any person violating or failing, neglecting, or refusing to obey any injunction, mandamus or other remedy obtained pursuant to this section shall be subject, in the discretion of the court, to a civil penalty not to exceed \$2,000 for each violation. A civil action for such violation or failure may be brought by Spotsylvania County.

Any civil penalties assessed by a court shall be paid into the treasury of Spotsylvania County, except that where the violator is the locality itself, or its agent, the court shall direct the penalty to be paid into the state treasury.

(f) With the consent of any person who has violated or failed, neglected or refused to obey any regulation or condition of a permit or any provision of this ordinance, or order of the VESCP Authority the County may provide for the payment of civil charges for violations in specific sums, not to exceed the limit specified in Subsection E of this section. Such civil charges shall be instead of any appropriate civil penalty which could be imposed under Sec. 8-5 Subsection (b) or (e).

(g) The Commonwealth's Attorney shall, - upon request of the County, take legal action to enforce the provisions of this ordinance.

(h) Compliance with the provisions of this ordinance shall be prima facie evidence in any legal or equitable proceeding for damages caused by erosion, siltation, or sedimentation that all requirements of law have been met, and the complaining party must show negligence in order to recover any damages.

~~(a) Violations of this chapter, or of any code, standard or regulation incorporated by this chapter, or of the condition of a permit issued pursuant to this chapter, shall be subject to a civil penalty. The civil penalty for any one (1) violation shall be five hundred twenty-five dollars (\$525.00). Each day during which the violation is found to have existed shall constitute a separate offense. In no event shall a series of specified violations arising from the same operative set of facts result in civil penalties which exceed a total of ten thousand dollars (\$10,000.00).~~

~~(b) The program administrator may apply to the circuit court to enjoin a violation or a threatened violation of this chapter without the necessity of showing that an adequate remedy at law does not exist.~~

~~(c) In addition to any other penalties provided under this chapter, any person who violates any provision of this chapter may be liable to the county in a civil action for damages.~~

~~(d) Without limiting the remedies which may be obtained in this section, any person violating or failing, neglecting or refusing to obey any injunction, mandamus or other remedy obtained pursuant to this section shall be subject, in the discretion of the court, to a civil penalty not to exceed two thousand dollars (\$2,000.00) for each violation.~~

~~(e) With the consent of any person who has violated or failed, neglected, or refused to obey any order, notice or requirement of the program administrator, any condition of a permit issued pursuant to this chapter, any provision of this chapter, or any code, standard or regulation incorporated by this chapter, the program administrator may provide, in an order issued by him, against such person, for the payment of civil charges for violations in specific sums, not to exceed the limit specified in subsection (d) of this section. Such civil charges shall be instead of any appropriate civil penalty which could be imposed under subsection (a) or (d) of this section.~~

~~(f) Upon request of the program administrator, the county attorney or the commonwealth's attorney shall take appropriate legal action to enforce the provisions of this chapter.~~

~~(g) In addition to any other remedies provided for in this section, the program administrator may utilize a permittee's erosion bond to arrange for initiation or maintenance of appropriate conservation action when the permittee fails to do so after proper notice from the program administrator.~~

~~(h) Compliance with the provisions of this chapter shall be prima facie evidence in any legal or equitable proceeding for damages caused by erosion or sedimentation that all requirements of law have been met, and the complaining party must show negligence in order to recover any damages.~~

(Ord. No. 8-1, 11-28-89; Ord. No. 8-1, 7-27-93; Ord. No. 8-6, 2-11-03; Ord. No. 8-12, 11-13-07; Ord. No. 8-14, 11-14-13; Ord. No. X)

Secs. 8-6 Liability for damages.

Neither the approval of an erosion and sediment control plan under the provisions of this article nor the compliance with the conditions of such plan shall relieve any person from responsibility for damage to other persons or property or impose any liability upon the County from damage to other persons or property.

Sec. 8-6. -- Violation; action by aggrieved owner.

~~(a) An aggrieved owner of property sustaining pecuniary damage resulting from a violation of an approved plan or required permit, or from the conduct of land disturbing activities commenced without an approved plan or required permit, may give written notice of the alleged violation to the program administrator.~~

~~(b) Upon receipt of the notice from the aggrieved owner the program administrator shall conduct an investigation of the aggrieved owner's complaint.~~

~~(c) If the program administrator has not responded to the alleged violation in a manner which causes the violation to cease and abates the damage to the aggrieved owner's property within thirty (30) days following receipt of the notice from the aggrieved owner, the aggrieved owner may request that DCR require the violator to stop the violation and abate the damage to the property.~~

~~(d) If (i) DCR's investigation of the complaint indicates that the program administrator has not responded to the alleged violation as required by this chapter, (ii) the program administrator has not responded to the alleged violation within thirty (30) days from the date of the notice given pursuant to subsection (a) of this section; and (iii) DCR is requested by the aggrieved owner to require the violator to cease the violation, then the district shall give written notice to the program administrator that DCR will request the board to issue an order pursuant to subsection (e) of this section.~~

~~(e) If the program administrator, has not instituted action to stop the violation and abate the damage to the aggrieved owner's property within ten (10) days following the receipt of the notice from DCR, the board is authorized to issue an order requiring the owner, permittee, person responsible for carrying out an approved plan, or person conducting the land disturbing activities without an approved plan or required permit to cease all land disturbing activities until the violation of the plan or permit has ceased, or an approved plan and required permits are obtained, as appropriate, and specified correction measures have been taken.~~

~~(Ord. No. 8-1, 7-27-93; Ord. No. 8-6, 2-11-03)~~

Secs. 8-~~767~~—8-15. - Reserved.

ARTICLE II. - LOCAL EROSION AND SEDIMENTATION CONTROL PROGRAM

DIVISION 1. - GENERALLY

Sec. 8-16. - Regulations.

Pursuant to Code of Virginia Sec. 62.1-44.15:54 of the Code of Virginia, Spotsylvania County hereby establishes a VESCP Program and adopts the regulations promulgated by the Board (for the effective control of soil erosion and sediment deposition to prevent the unreasonable degradation of properties, stream channels, waters and other natural resources).

(a) In accordance with Code of Virginia Sec. 62.1-44.15:52, any plan approved prior to July 1, 2014 that provides for stormwater management that addresses any flow rate capacity and velocity requirements for natural or man-made channels shall satisfy the flow rate capacity and velocity requirements for natural or man-made channels if the practices are designed to:

(1) detain the Water Quality Volume and to release it over 48 hours;

(2) detain and release over a 24-hour period the expected rainfall resulting from the one year, 24-hour storm; and

(3) reduce the allowable peak flow rate resulting from the 1.5, 2, and 10-year, 24-hour storms to a level that is less than or equal to the peak flow rate from the site assuming it was in a good forested condition, achieved through multiplication of the forested peak flow rate by a reduction factor that is equal to the runoff volume from the site when it was in a good forested condition divided by the runoff volume from the site in its proposed condition, and shall be exempt from any flow rate capacity and velocity requirements for natural or man-made channels.

(b) For plans approved on and after July 1, 2014, the flow rate capacity and velocity requirements for natural and man-made channels shall be satisfied by compliance with water quantity requirements specified in Sec. 62.1-44.15:28 of the Virginia Stormwater Management Act and 9VAC25-870-66 of the Virginia Stormwater Management Program (VSMP) regulations, unless such Land-Disturbing Activities are in accordance with the grandfathering provisions of the Virginia Stormwater Management Program (VSMP) Regulations.

(c) Pursuant to Code of Virginia Sec. 62.1-44.15:53, an ESC Plan shall not be approved until it is reviewed by a Certified Plan Reviewer. Inspections of Land-Disturbing Activities shall be conducted by a Certified Inspector. The Erosion Control Program of Spotsylvania County shall contain a Certified Program Administrator, a Certified Plan Reviewer, and a Certified Inspector (who may be the same person).

(d) Spotsylvania County hereby designates the Program Administrator as the Plan-Approving Authority.

(e) The program and regulations provided for in this ordinance shall be made available for public inspection at the office of Environmental Codes.

~~The regulations promulgated by the Virginia Soil and Water Conservation Board, pursuant to section 10.1-561 of the Code of Virginia and the mandatory provisions of Chapter 5, Article 4, of Title 10.1 of the Code of Virginia, in their current form and as each is amended in the future, as they relate to the board and the district, hereby are made a part of the county's erosion and sediment control program and this chapter, as if such regulations were set forth herein. In addition to the provisions of this chapter, the county may adopt supplemental and substitute regulations, consistent with those of the board, which shall be a part of the county's erosion and sediment control program, as if such regulations were set forth herein.~~

(Ord. No. 8-1, 11-28-89; Ord. No. 8-1, 7-27-93; Ord. No. 8-2, 7-12-94; Ord. No. 8-4, 7-25-95;
Ord. No. X)

Sec. 8-17. - Consistency with state program.

The ~~county~~ County may adopt more stringent soil erosion and sediment control regulations than those necessary to ensure compliance with the ~~board's~~ Board's minimum regulations, however, the ~~county~~ County may not impose any more stringent regulations for plan approval or permit issuance than those specified in VESCL ~~10.1-563~~ 62.1-44.15:55 and ~~10.1-565~~ 62.1-44.15:57 (VESCL ~~10.1-570~~ 62.1-44.15:65(A)). Where provisions of this ~~chapter~~ Chapter are stricter than the state law and/or regulations, the provisions of this ~~chapter~~ Chapter shall govern.

(Ord. No. 8-1, 11-28-89; Ord. No. 8-1, 7-27-93; Ord. No. 8-6, 2-11-03; Ord. No. X)

Sec. 8-18. - Virginia Erosion and Sediment Control Handbook adopted.

The Virginia Erosion and Sediment Control Handbook, ~~third edition, in its current form~~ and as amended in the future, by reference, is adopted as the official handbook of the ~~local~~ County's VESCP program and incorporated by reference into this ~~chapter~~ Chapter.

(Ord. No. 8-1, 11-28-89; Ord. No. 8-1, 7-27-93; Ord. No. 8-2, 7-12-94; Ord. No. 8-4, 7-25-95;
Ord. No. X)

~~Sec. 8-19. — Use of guidelines and conservation standards.~~

~~The Virginia Erosion and Sediment Control Handbook, the regulations of the state soil and water conservation board and the provisions of this chapter shall be used by the applicant, in making a submittal under the provisions of this chapter, in preparing an erosion and sediment control plan. The~~

~~program administrator of erosion and sediment control, in considering the adequacy of such submitted plan, shall be guided by these same authorities.~~

~~(Ord. No. 8-1, 11-28-89; Ord. No. 8-1, 7-27-93; Ord. No. 8-6, 2-11-03)~~

~~Sec. 8-20. Ten-year frequency storm for man-made channels.~~

~~Notwithstanding section 1.5(19)(b)(2) of the board's regulations or any other provision of the board's regulations or the per 4 VAC 50-30-40 (19)(b)(2), natural channels shall be analyzed by the use of a ten-year frequency storm to verify that stormwater will not overtop channel banks nor cause erosion of channel bed, or banks.~~

~~(Ord. No. 8-3, 11-8-94; Ord. No. 8-6, 2-11-03)~~

~~Secs. 8-2119—8-3029. - Reserved.~~

DIVISION 2. - PLANS AND PERMITS

Sec. 8-30. Submission and approval of plans; contents of plans.

- (a) Except as provided herein, no person may engage in any Land-Disturbing Activity until he or she has submitted to the Program Administrator an ESC plan for the Land-Disturbing Activity and such plan has been approved by the VESCP Plan-Approving Authority. No approval to begin Land Disturbing Activities will be issued unless evidence of State Permit coverage is obtained where it is required. Where Land-Disturbing Activities involve lands under the jurisdiction of more than one VESCP, an ESC plan, at the option of the applicant, may be submitted to the DEQ for review and approval rather than to each jurisdiction concerned. Where the Land-Disturbing Activity results from the construction of a single-family residence, an Agreement in Lieu of Plan may be substituted for an ESC plan if executed by the Plan-Approving Authority.
- (b) The standards contained within the "Virginia Erosion and Sediment Control Regulations" (the Virginia Erosion and Sediment Control Handbook, as amended) and any local handbook or publication are to be used by the Applicant when making a submittal under the provisions of this ordinance and in the preparation of an ESC plan. The Plan-Approving Authority, in considering the adequacy of a submitted plan, shall be guided by the same standards, regulations, and guidelines. When the standards vary between the publications, the State regulations shall take precedence.
- (c) The VESCP Plan-Approving Authority shall review ESC plans submitted to it and grant written approval within sixty (60) days of the receipt of the plan if it determines that the plan meets the requirements of the Erosion and Sediment Control Law and the Board's regulations, and if the person responsible for carrying out the plan certifies that he or she will properly perform the measures included in the plan and will conform to the provisions of this ordinance. In addition, as a prerequisite to engaging in the Land-Disturbing Activities shown on the approved plan, the person responsible for carrying out the plan shall provide the name of the Responsible Land Disturber, to the Program Authority, as provided by Sec. 62.1-44.15:52, of the Virginia Erosion and Sediment Control Law, who will be in charge of and responsible for carrying out the Land-Disturbing Activity. Failure to provide the name of the Responsible Land Disturber, prior to engaging in Land-Disturbing Activities may result in revocation of the approval of the plan and the person responsible for carrying out the plan shall be subject to the penalties provided in this ordinance.
- (d) When the plan is determined to be inadequate, written notice of disapproval stating the specific reasons for disapproval shall be communicated to the Applicant within forty-five (45) days. The notice shall specify such modifications, terms, and conditions that will permit approval of the plan. If

no action is taken within forty-five (45) days, the plan shall be deemed approved and the person authorized to proceed with the proposed activity.

(e) The VESCP Authority shall act on any ESC Plan that has been previously disapproved within forty-five (45) days after the plan has been revised, resubmitted for approval, and deemed adequate.

(f) The VESCP Authority may require changes to an approved plan when:

(1) The inspection reveals that the plan is inadequate to satisfy applicable regulations; or

(2) The person responsible for carrying out the plan finds that because of changed circumstances or for other reasons the approved plan cannot be effectively carried out, and proposed amendments to the plan, consistent with the requirements of this ordinance, are agreed to by the Plan-Approving Authority and the person responsible for carrying out the plans.

(g) In order to prevent further erosion, the County may require an approved plan for any land identified in the VESCP Program as an Erosion Impact Area.

(h) When a Land-Disturbing Activity will be required of a contractor performing construction work pursuant to a construction contract, the preparation, submission, and approval of an ESC plan shall be the responsibility of the Owner.

(i) In accordance with the procedure set forth in Code of Va. Sec. 62.1-44.15:55 (E), any person engaging, in more than one jurisdiction, in the creation and operation of wetland mitigation or stream restoration banks, which have been approved and are operated in accordance with applicable federal and state guidance, laws, or regulations for the establishment, use, and operation of wetland mitigation or stream restoration banks, pursuant to a mitigation banking instrument signed by the Department of Environmental Quality, the Marine Resources Commission, or the U.S. Army Corps of Engineers, may, at the option of that person, file general erosion and sediment control specifications for wetland mitigation or stream restoration banks annually with the Board for review and approval consistent with guidelines established by the Board. Approval of general erosion and sediment control specifications does not relieve the Owner or operator from compliance with any other local ordinances and regulations including requirements to submit plans and obtain permits as may be required by such ordinances and regulations.

Sec. 8-31. - Plans and agreements in lieu of a plan—Permits—Activities prohibited without approved plan or agreement; exceptions.

(a) Except as provided in ~~§ 10.1-564~~Code of Virginia Sec. 62.1-44.15:56 of the Code of Virginia "state agency projects", or as otherwise expressly exempted by this ~~chapter~~Chapter, no person shall engage in any ~~land-disturbing activity~~Land-Disturbing Activity until ~~he~~he or she has submitted to the ~~program~~Program ~~an~~a ~~erosion and sediment control~~ESC ~~plan~~Plan for the ~~land-disturbing activity~~Land-Disturbing Activity and until that plan has been reviewed and approved by the ~~program~~Program ~~a~~A ~~Administrator~~, and a permit issued.

(b) ~~When land-disturbing activity results from the construction of a single family residence, an agreement in lieu of a plan may be substituted for an erosion and sediment control plan, if approved by the program administrator. An agreement in lieu of a plan may also be substituted for an erosion and sediment control if approved by the program administrator, for land disturbance of two thousand five hundred (2,500) square feet on parcels where there is an existing single family dwelling. Failure to comply with the terms of an agreement in lieu of a plan~~Agreement in Lieu of Plan shall constitute a violation of this ~~chapter~~Chapter. Requirements of this ~~chapter~~Chapter which ~~that~~ relate to plans shall also similarly relate to agreements in lieu of a plan.

(c) Plan review and inspection fees, ~~not to exceed an amount commensurate with the services rendered,~~ shall be paid to the ~~county~~ County at the time of filing applications for erosion and sediment control permits and at such other times, if specified in this ~~chapter~~ Chapter. The dollar amount of these fees shall be set out in the ~~county's~~ County's Unified Fee Schedule – Land Use ~~fee schedule,~~ reviewed and adopted by the ~~board~~ Spotsylvania County Board of ~~s~~Supervisors on a periodic basis.

~~(d) All permits issued pursuant to this chapter Chapter shall be signed by the applicant Applicant, as defined herein.~~

~~(e) The applicant, as an, option, may have the board review and approve plans for multi multi-jurisdictional projects per VESCL 10.1-563A.~~

~~(f)~~ (e) Electric, natural gas and telephone utility companies, interstate and intrastate natural gas pipeline companies and railroad companies shall file general ESC specifications annually with ~~the Virginia Soil & Water Conservation Board (VASWCB)~~ DEQ for review and written comments. Ref. ~~VESCL 10.1-563-D62.1-44.15:55(D).~~

(Ord. No. 8-1, 11-28-89; Ord. No. 8-1, 7-27-93; Ord. No. 8-5, 6-26-01; Ord. No. 8-6, 2-11-03; Ord. No. 8-9, 7-12-05; Ord. No. X)

Secs. 8-32- Installation of erosion control facilities.

In accordance with an approved ESC Plan all sediment basins and traps, perimeter dikes, sediment barriers and other measures intended to trap sediment shall be constructed as a first step in any land-disturbing activity and shall be made functional before upslope land disturbance takes place.

(Ord. No. 8-1, 7-27-93; Ord. No. X)

Sec. 8-33. – 8-36. - Reserved.

DIVISION 3. – SPECIAL REQUIREMENTS

Sec. 8-34. – Requirements within subdivisions.

~~In addition to all other requirements that may be set forth in this chapter, before any occupancy permit for any dwelling located in a section of a subdivision can be issued, the following must be completed:~~

- ~~(1) Where the subdivision is served by public water and/or sewer, the system within the section of the subdivision wherein the dwelling is located shall be completed.~~
- ~~(2) All drainage systems within the section of the subdivision wherein the dwelling is located shall be installed and completed in accordance with the engineer's or surveyor's design of such drainage system, and shall have been approved in writing by the program administrator.~~
- ~~(3) All streets within the section of the subdivision wherein the dwelling is located shall be completed to the point that all base material is in place.~~
- ~~(4) All seeding of street right of way and any areas disturbed during construction and development of the section of the subdivision wherein the dwelling is located shall be completed and approved in writing by the program administrator.~~

(Ord. No. 8-1, 7-27-93; Ord. No. 8-6, 2-11-03)

Sec. 8-35. – Requirements for rights-of-way, streets or drainage easements.

- (a) ~~No building materials shall be stored upon streets, rights-of-way, or drainage easements, or in any way that interferes with erosion control.~~
- (b) ~~No construction work shall be allowed within rights-of-way dedicated for roads or streets without the prior permission of the program administrator. In the event of a violation of this provision, a right-of-way inspection fee shall be imposed upon the permittee for inspection of said construction work within such right-of-way. No occupancy permit shall be issued until such inspection fee is paid.~~

(Ord. _____ No. _____ 8-1, _____ 7-27-93; _____ Ord. _____ No. _____ 8-6, _____ 2-11-03)

~~Sec. 8-36. Requirements for issuance of final erosion inspection.~~

~~The following requirements shall be met before a final erosion inspection or occupancy permit can be approved.~~

- ~~(1) Each lot or site shall have positive drainage away from dwelling structures with no ponding of water. Grade shall be 6"-10' Residential Ref. CABO Code 401.3, Commercial shall be 1"-12" Ref. BOCA 1813.7.~~
- ~~(2) Each lot shall be graded in such a manner as to direct drainage runoff to a designated drainage channel.~~
- ~~(3) Drainage ditches, channels and swales that are within drainage easements, or which are installed by the developer of subdivision shall not be disturbed during home construction. Damage to such facilities which is caused by building the dwelling structure or by grading the property shall be corrected by the permittee. Corrective action shall be in conformance with the original design of such drainage channel, ditch or swale.~~
- ~~(4) Any drainage swales that may be necessary to carry runoff water to its proper drainage channel shall be installed along the property line wherever possible.~~
- ~~(5) Driveway culverts shall be set at the elevation of the roadway ditch grade and be sized as set forth by the design plans of the subdivision. Culvert pipes which are damaged during construction shall be repaired or replaced.~~
- ~~(6) Water meter barrels shall be set in a manner to have no less than thirty-six (36) inches of ground cover on all sides around the meter barrel. The top of meter barrel lid shall be flush with finished grade of the yard. No excessive mounding of dirt will be allowed to enable the lid to become flush with the finished grade. It shall be the responsibility of the permittee to have the finished grade of the yard established at the time the plumber makes the water tie in at the meter site. Any adjusting of the meter or meter barrel shall be made at that time.~~
- ~~(7) Water meters shall be set eighteen (18) inches to twenty-two (22) inches from the top of meter barrel lid. The water line from the meter to the house shall have a minimum of thirty-six (36) inches of cover, except where said water line enters the building and then it shall be under the foundation. No water meter shall be set if these requirements are not met.~~
- ~~(8) All sanitary sewer cleanouts shall be set flush with the finished grade of the yard and must have a cast iron top with a brass plug.~~
- ~~(9) All loose roots, rocks and large dirt clods shall be raked and removed from the site, leaving a well-graded surface that can be mowed and maintained in a reasonable condition.~~
- ~~(10) All yards shall be limed at a rate of two (2) tons per acre or equal; fertilized at a rate of six hundred (600) pounds of 10-10-10 per acre or equal; seeded using Kentucky Fescue 31 at a rate of one hundred (100) pounds per acre or equal; and mulched using small grain straw at a rate of two (2) tons per acre or equal.~~
- ~~(11) A provisional erosion inspection in lieu of a final erosion inspection may be given on building lots or sites from December 1 to March 1. A provisional erosion inspection at any other time shall be given only upon approval of and in the discretion of the program administrator. On any~~

~~building lots or sites with a provisional erosion inspection shall have erosion control measures in place and maintained by the permittee until final grading and seeding of lot or site is complete. Any such, lots or sites having a provisional erosion inspection shall be required to pass a final erosion inspection by May 15 or such other time as determined by the program administrator. Owners, permittees or persons responsible for carrying out the plan who fail to pass the final erosion inspection by the specified deadline above shall be subject to the remedies provided for in this chapter. The program administrator may grant an extension of this deadline for a period of not more than thirty (30) days.~~

- ~~(12) Minimum yard sod requirement for subdivision lots served by public water and public sewer. Sod shall be installed in order to provide vegetative stabilization on residential building lots of twelve thousand (12,000) square feet or less. Such sod shall be installed in accordance with the standards and specifications for sodding found in the Virginia Erosion and Sediment Control Handbook.~~

~~(Ord. No. 8-1, 7-27-93; Ord. No. 8-6, 2-11-03; Ord. No. 8-8, 2-8-05)~~

Sec. 8-37. - ~~Fees for inspection of corrections of violations of the provisions of this chapter. Permits and fees.~~

~~(a) No Land-Disturbing Permit shall be issued until the Applicant submits with his or her application an approved ESC Plan or agreement in lieu of an approved ESC Plan, certification that the plan will be followed, and evidence of State Permit coverage where it is required.~~

~~(b) No person may engage in any Land-Disturbing Activity until he or she has acquired a Land-Disturbing Permit (unless the proposed Land-Disturbing Activity is specifically exempt from the provisions of this ordinance), and has paid the fees and posted the required bond.~~

~~(c) An administrative fee identified in the Fee Schedule shall be paid to the County at the time of submission of the ESC Plan.~~

~~(1) Fees for exceptionally-large-scale land disturbance construction fees area inspections shall be authorized by the board of supervisors from time to time to off-set erosion and sedimentation control departmental program administration and inspection costs and shall be designated in accordance to the unified fee schedule Fee Schedule and shall meet the following conditions. -~~

~~(1)a. In accordance with the unified fee schedule fee amount shall be and determined by based upon the total land disturbance acreage calculationated on the approved site plan in accordance to the Fee Schedule. -tThe applicantApplicant shall be billed for the monthly inspection fee on the first day of each month during the period of validity of the construction site plan. Thereafter, the applicant will continue to be billed for the required monthly fee on the first day of the month until the site receives a final bond release inspection and approval. The applicantApplicant shall must remit payment within fifteen (15) days of invoicing to the zoning and environmentalEnvironmental eCodes department division by check payable to the county County treasurerTreasurer. Failure to stay currentpay each invoice within fifteen days of the date of the invoice on construction fee billing shallis be cause for issuance of a project stop work order until such fees are paid current.~~

~~(2)b. If the monthly fee schedule amount received is more than the amount of billed third-party inspection costs required during any month, then the county collection overage amount will be discounted towards the next calculated county fee invoice to the applicant submitted on the subsequent first day of the next month's invoice equalized to the monthly fee per the fee schedule.~~

~~(3)be. If, in any month, the monthly amount billed for an Exceptionally-large-scale land disturbance construction fee schedule amount invoice is insufficient to cover-reimburse the County the for amounts billed to the County by third-party inspectors, inspection costs for any particular~~

~~monthly billing cycle, then the applicant unreimbursed balance will be added to the monthly fee on the Applicant's next or a subsequent invoice shall be invoiced for the county's fee collection underage on the subsequent month's invoicing in an equal amount totaling third-party inspections billing for that current month plus the previous month's collection underage and must be paid when invoiced.~~

~~(4)d. At the closure of the land disturbance permit by a final bond release inspection, the applicant shall be due any county fee collection overage compared to the last month's third-party billing cycle up to final bond release inspection.~~

- (d2) Where any violation of this ~~chapter~~ Chapter requires more than one (1) inspection to the site by the ~~erosion and sediment control department~~ County, there will be imposed a reinspection fee for each additional inspection. No occupancy permit shall be issued until such fees are paid.

(Ord. No. 8-1, 7-27-93; Ord. No. 8-15, § 2, 11-15-18; Ord. No. X)

Sec. 8-38. - Responsibility of owner for expense of control measures; performance bonds.

- (a) All control measures required by the provisions of this ~~chapter~~ Chapter shall be undertaken at the expense of the ~~owner~~ Owner. Pending such actual provision thereof, the ~~owner~~ Owner shall execute and file with the ~~program~~ Program ~~a~~ Administrator, prior to issuance of the ~~land~~ Land-~~disturbing~~ Disturbing ~~permit~~ Permit, a performance bond with surety, cash escrow, letter of credit, any combination thereof, or other legal arrangement as is acceptable to the ~~county attorney~~ Program Administrator. The performance bond shall be in an amount determined by the ~~program~~ Program ~~administrator~~ Administrator, equal to the approximate total cost of providing erosion and sedimentation control improvements and must include a reasonable allowance of twenty-five (25) percent contingency of the cost of the conservation action for estimated administrative costs and inflation. These documents shall be approved by the ~~county~~ County and are to ensure that measures could be taken by the ~~county~~ County, at the ~~applicant's~~ Applicant's expense, should the ~~applicant~~ Applicant fail, after proper notice, within the time specified to initiate or maintain appropriate conservation action. If the ~~county~~ County takes such conservation action upon such failure by the ~~permittee~~ Permittee, the ~~county~~ County shall be entitled to collect from the ~~owner~~ Owner for the difference should the amount of the reasonable cost of such action exceed the amount of the security held.
- (b) Within sixty (60) days of the achievement of adequate stabilization and completion of the ~~land~~ Land-~~disturbing activity~~ Disturbing Activity, as determined by a final inspection, such bond, cash escrow, letter of credit, or other legal arrangement, or the unexpended or unobligated portion thereof, shall be refunded to the ~~owner~~ Owner or terminated, as the case may be.
- (c) These requirements are in addition to all other provisions of law relating to the issuance of such permits and are not intended to otherwise affect the requirements for such permits.

(Ord. No. 8-1, 7-27-93; Ord. No. 8-6, 2-11-03; Ord. No. X)

Sec. 8-39. - Approval required for certain existing conditions.

- (a) It shall be unlawful for any owner of land in an erosion impact area to willfully permit erosion and sedimentation of his land to cause reasonably avoidable damage or harm to adjacent or downstream property, roads, streams, lakes or ponds.
- (b) When the Program Administrator determines that erosion and sedimentation is occurring in an erosion impact area, he or she shall give notice of the erosion and sedimentation to the land owner in writing at the address for the owner contained in the real estate assessor's records, and require the owner to obtain a land-disturbance permit for the purpose of engaging in land-

disturbing activity to control the erosion and sedimentation. If the owner fails or refuses to obtain a land-disturbance permit within five days after the notice is mailed, or if the owner fails or refuses to install or maintain the erosion and sediment controls required by the approved erosion and sediment control plan after the land-disturbance permit is issued and within five days after the Program Administrator has given him or her written notice of such failure or refusal, the owner shall be in violation of this chapter. The Program Administrator may extend the five-day period if the owner demonstrates good cause for an extension.

(c) In order to prevent further erosion, the Program Administrator may designate any land within the county as an erosion impact area.

When plan required in absence of land-disturbing activities.

In order to prevent further erosion, the program administrator may require submittal and approval of a conservation plan and application for and receipt of a permit as provided by this chapter, for any land identified by the program administrator as an erosion impact area.

(Ord. No. 8-1, 7-27-93; Ord. No. 8-6, 2-11-03; Ord. No. X)

Sec. 8-40. - Reserved.

DIVISION 4. - ACTION ON CONTROL PLAN

Sec. 8-41. - Approval of plan.

- (a) The ~~program~~ Program administrator ~~Administrator~~ shall review ~~conservation plan~~ Conservation Plan ~~the plan submitted to him~~ and grant written approval within ~~forty-five (45)~~ sixty (60) days of the receipt of the plan, if ~~he or she determines that~~ the plan meets the requirements of this ~~chapter~~ Chapter and if the person responsible for carrying out the plan certifies that he or she will properly perform the erosion and sediment control measures included in the plan.
- (b) All erosion control plans must have an ~~individual holding a certificate of competence, also known as a responsible land disturber, (RLD)~~, as a prerequisite for approval and the person responsible for the plan shall provide the name, certification number, and expiration date of the ~~(RLD)~~. Failure to provide the name of the responsible land disturber, prior to engaging in land-disturbing activities may result in revocation of the approval of the plan and the person responsible for carrying out the plan shall be subject to the penalties provided in this ordinance.
- (c) Notwithstanding subsection (b) above, a RLD shall not be required when ~~land-disturbing activity~~ Land-Disturbing Activity results from the construction of a ~~single-single~~ family residence and an ~~agreement in lieu of a plan~~ Agreement in Lieu of Plan has been approved in accordance with subsection 8-31(b) of this ~~chapter~~ Chapter.

This exception shall not apply where there is a resource protection area (RPA), as defined in Chapter 6A of ~~this the County~~ Code, or a flood plain located on the property where the ~~land-disturbing activity~~ Land-Disturbing Activity is to occur.

- (d) If a violation occurs during the ~~land-disturbing activity~~ Land-Disturbing Activity where there is an ~~agreement in lieu of a plan~~ Agreement in Lieu of Plan, then the person responsible for carrying out the ~~agreement in lieu of a plan~~ Agreement in Lieu of Plan (the signatory to the agreement) shall correct the violation and provide the name, certification number, and expiration date of an ~~individual holding a certificate of competence~~ RLD, ~~as provided by § 10.1-561 of the Code of Virginia.~~

(Ord. No. 8-1, 11-28-89; Ord. No. 8-1, 7-27-93; Ord. No. 8-6, 2-11-03; Ord. No. 08-13, 7-14-09; [Ord. No. X](#))

State Law reference— Code of Virginia §~~62.1-44.15:51 to :66 § 10.1-563(B), 10.1-566(A).~~

Sec. 8-42. - Inadequate plan; notice to applicant of changes; approval if no action taken.

When a plan is determined to be inadequate, written notice of disapproval stating the specific reasons for disapproval shall be communicated to the ~~applicant~~[Applicant within forty-five \(45\) days](#). The notice shall specify such modifications, terms and conditions that will permit approval of the plan. If no action is taken by the program administrator within the time specified above, the plan shall be deemed approved and the person shall be authorized to proceed with the proposed activity. [The Program Administrator shall act on any erosion and sediment control plan that has been previously disapproved within forty-five \(45\) days after the plan has been revised, resubmitted for approval, and deemed adequate.](#)

(Ord. No. 8-1, 11-28-89; Ord. No. 8-1, 7-27-93; Ord. No. 8-6, 2-11-03; [Ord. No. X](#))

Sec. 8-43. - Responsible party.

~~For the purposes of this chapter, when land-disturbing activity will be conducted by a contractor pursuant to a construction contract, the preparation, submission and approval of an erosion and sediment control plan shall be the responsibility of the owner. However, both the contractor and owner may be subject to the remedies provided for by this chapter for actions which constitute a violation of this chapter.~~

[The owner and responsible land disturber, as designated by the owner, are responsible for implementing and maintaining the approved erosion and sediment control plan and certify that they will perform the erosion and sediment control measures in accordance with the approved plan and any other erosion and sediment control measures deemed necessary by the Program Administrator or designee.](#)

(Ord. No. 8-1, 11-28-89; Ord. No. 8-1, 7-27-93; [Ord. No. X](#))

Sec. 8-44. - Change of approved plan in certain cases.

An approved ~~ESC p~~[Plan](#) may be changed by the ~~program~~[Program administrator](#)~~Administrator~~ in the following cases:

- (1) Where inspection has revealed the inadequacy of the plan to satisfy applicable regulations; or
- (2) Where the person responsible for carrying out the approved plan finds that because of changed circumstances or for other reasons the approved plan cannot be effectively carried out, and proposed amendments to the plan, consistent with the requirements of this ~~chapter~~[Chapter](#), are agreed to by the ~~director~~[Program Administrator](#) and the person responsible for carrying out the plan.

(Ord. No. 8-1, 11-28-89; Ord. No. 8-1, 7-27-93; Ord. No. 8-6, 2-11-03; [Ord. No. X](#))

Sec. 8-45. - Variances ~~per VESCR—Section 1.6.~~

The ~~program~~[Program administrator](#)~~Administrator~~ may waive or modify any of the regulations that are deemed inappropriate or too restrictive for site conditions, by granting a variance. A variance may be granted under these conditions:

- (1) At the time of plan submission an ~~applicant~~Applicant may request a variance to become part of the approved ~~erosion and sediment control plan~~ESC Plan. The ~~applicant~~Applicant shall explain the reasons for requesting variances in writing. Specific variances which are allowed by the ~~program~~Program administrator~~Administrator~~ shall be documented in the plan.
- (2) During construction, ~~the person responsible for implementing the approved plan may request a variance in writing from the program~~Program a~~Administrator. The Program Administrator shall respond in writing either approving or disapproving such a request. If the program~~Program administrator~~Administrator~~ does not approve a variance within ten (10) business days of receipt of the written request, the request shall be considered to be disapproved. Following disapproval, the applicantApplicant may submit a new application for variance request with additional documentation.
- (3) The ~~program~~Program administrator~~Administrator~~ shall consider each variance request judiciously, keeping in mind both the need of the ~~applicant~~Applicant to maximize cost effectiveness and the need to protect off-site properties and resources from drainage.

(Ord. No. 8-6, 2-11-03; Ord. No. X)

~~Sec. 8-46. — As-built site plans and grading requirement changes for subdivision lots served by public sewer and public water.~~

- ~~(a) — Residential as-built site plans shall be submitted to the ESC administrator and reviewed for conformity with the original approved site plans for the individual subdivision lot, or the residential subdivision site plan approval granted by the subdivision agent and/or ESC administrator. Additionally, all residential site plans shall require certification from an approved Virginia licensed professional at one (1) stage of the construction process prior to framing, as follows:~~
 - ~~(1) — A licensed professional certification shall be required at the completion of all structural foundations (primary dwellings), and the licensed professional shall certify lowest floor elevations, wall check locations, and provide electronic certification copy to the ESC administrator, on lots containing wetlands, resource protection areas, reservoir protection overlay district buffers, or flood plain areas.~~
 - ~~(2) — The approved and applicable erosion and sediment control plan shall be available on the construction site at the time of all erosion control inspections.~~

(Ord. _____ No. _____ 8-8, _____ 2-8-05)

~~Sec. 8-47. — Required yard—Established front, side, and rear yard slope criteria for subdivision lots served by public sewer and public water.~~

- ~~(a) — Before an erosion and sedimentation bond release inspection is conducted, each residential subdivision lot shall have, at a minimum, an established fifteen (15) foot front yard, and fifteen (15) foot rear yard, inspected and approved by ESC staff, or which remain consistent with all applicable zoning design setback standards from all structures (primary dwellings), exclusive of resource protection areas, wetland areas, reservoir protection overlay district buffer yard. Within the required established developed minimum fifteen (15) foot front, and fifteen (15) foot rear yards adjacent the primary dwelling, no slope shall be less than 20 to 1 ratio (i.e. 5% slope/6" every 10'), or greater than 10 to 1 ratio (i.e. 10% slope/12" every 10'), measured perpendicular to the foundation; provided however, a waiver or variance may be granted for slope requirements by the ESC administrator upon written request due to specific architectural design needs or scenic view considerations.~~
- ~~(b) — For purposes of this section, established yard is defined as an installed mature and living vegetative cover, or other nonerodable ground covering consistent with the slope requirements of (a) listed above, and all applicable zoning design setback standards from all structures (primary dwellings).~~

~~(c) Effective date: This section shall be effective for subdivision lots served by public water and sewer and approved by preliminary plan dated on or after July 1, 2005.~~

(Ord. No. 8-8, 2-8-05; Ord. No. X)

Secs. 8-~~4846~~—8-60. - Reserved.

DIVISION 5. - MONITORING OF LAND-DISTURBING ACTIVITIES

Sec. 8-61. - Inspections required periodically.

(a) The RLD shall be in charge of and responsible for carrying out the Land-Disturbing Activities and provide for inspections of the Land-Disturbing Activities as determined by the Program Administrator. The RLD will maintain records of these inspections and maintenance, to ensure compliance with the approved plan, and to determine whether the measures required in the plan are effective in controlling erosion and sedimentation.

(b) The ~~program~~ Program administrator Administrator shall provide for periodic inspections of ~~land-disturbing activity~~ Land-Disturbing Activity in accordance with 9VAC25-840-60 of the Virginia Erosion and Sediment Control Regulations, and may require monitoring and reports from the owner, permittee or person responsible for carrying out the plan, to ensure compliance with the approved plan and to determine whether the measures required in that plan are effective in controlling erosion and sediment. The ~~owner~~ Owner, ~~permittee~~ Permittee, or person responsible for carrying out the plan shall be given notice of the inspection.

(Ord. No. 8-1, 11-28-89; Ord. No. 8-1, 7-27-93; Ord. No. 8-5, 6-26-01; Ord. No. 8-6, 2-11-03; Ord. No. X)

Sec. 8-62. - Noncompliance with plan; notice to comply.

If the ~~program~~ Program administrator Administrator determines that there is a failure to comply with the plan, written notice shall be served upon the ~~owner~~ Owner, ~~permittee~~ Permittee, or person responsible for carrying out the plan by ~~registered or certified mail~~ mailing with confirmation of delivery to the address specified in the permit application or in the plan certification, or by delivery at the site of the ~~land-disturbing activities~~ Land-Disturbing Activities to the agent or employee supervising such activities. The notice shall specify the measures needed to comply with the plan and shall specify the time within which such measures shall be completed. Upon failure to comply within the time specified, the permit may be revoked and the owner, ~~permittee~~ Permittee, or person responsible for carrying out the plan shall be deemed to be in violation of this ~~article~~ Article and shall be subject to the remedies provided for in this ~~chapter~~ Chapter.

(Ord. No. 8-1, 11-28-89; Ord. No. 8-1, 7-27-93; Ord. No. 8-6, 2-11-03; Ord. No. X)

Sec. 8-63. - Stop work orders.

(a) Upon issuance of an inspection report denoting a violation of Code of Virginia Sec. 62.1-44.15:55, - 44.15:56, the Program Administrator may, in conjunction with or subsequent to a notice to comply as specified in this ordinance, issue an order requiring that all or part of the Land-Disturbing Activities permitted on the site be stopped until the specified corrective measures have been taken.

(b) If Land-Disturbing Activities have commenced without an approved plan, the Program Administrator may issue an order requiring that all of the Land-Disturbing Activities be stopped until an approved plan or any required permits are obtained.

- (c) Where the alleged noncompliance is causing or is in imminent danger of causing harmful erosion of lands or sediment deposition in waters within the watersheds of the Commonwealth, or where the Land-Disturbing Activities have commenced without an approved plan or any required permits, such an order may be issued without regard to whether the alleged violator has been issued a notice to comply as specified in this ordinance. Otherwise, such an order may be issued only after the alleged violator has failed to comply with such a notice to comply.
- (d) The order shall be served in the same manner as a notice to comply, and shall remain in effect for a period of seven (7) days from the date of service pending application by the County or permit holder for appropriate relief to the Circuit Court of Spotsylvania County. The County shall serve such order for disturbance without an approved plan or permits upon the Owner by mailing with confirmation of delivery to the address specified in the land records. Said order shall be posted on the site where the disturbance is occurring, and shall remain in effect until permits and plan approvals are secured, except in such situations where an agricultural exemption applies.
- (e) If the alleged violator has not obtained an approved plan or any required permits within seven (7) days from the date of service of the order, the Program Administrator may issue an order to the Owner requiring that all construction and other work on the site, other than corrective measures, be stopped until an approved plan and any required permits have been obtained. Such an order shall be served upon the Owner by mailing with confirmation of delivery to the address specified in the permit application or the land records of Spotsylvania County.
- (f) The Owner may appeal the issuance of an order to the Circuit Court of Spotsylvania County. Any person violating or failing, neglecting or refusing to obey an order issued by Program Administrator may be compelled in a proceeding instituted in the Circuit Court of Spotsylvania County to obey same and to comply therewith by injunction, mandamus, or other appropriate remedy.
- (g) Upon completion and approval of corrective action or obtaining an approved plan or any required permits, the order shall immediately be lifted.
- (h) Nothing in this section shall prevent the Program Administrator from taking any other action authorized by this ordinance.

~~Upon receipt of a sworn complaint of a violation, the program administrator or his designee may, in conjunction with or subsequent to a notice to comply as specified above, issue an order requiring that all or part of the land-disturbing activities permitted on the site be stopped until the specified corrective measures have been taken; or, if land-disturbing activities have commenced without an approved plan, requiring that all of the land-disturbing activities be stopped until an approved plan or any required permits are obtained. Where the alleged noncompliance is causing or is in imminent danger of causing harmful land-disturbance; or where land-disturbing activities have commenced without an approved plan or any required permits such an order may be issued without regard to whether the permittee has been issued a notice to comply as specified above. Otherwise, such an order may be issued only after the permittee has failed to comply with such a notice to comply. The order shall be served in the same manner as a notice to comply, and shall remain in effect until the terms of the order have been followed. Upon completion of corrective action, the order shall immediately be lifted. Where issuance of the initial stop work order does not result in compliance with the provisions of this chapter, a second stop work order may be issued which requires all construction activity on the site to stop. Nothing in this section shall prevent the county from taking any other action specified in this chapter.~~

(Ord. No. 8-1, 11-28-89; Ord. No. 8-1, 7-27-93; Ord. No. 8-6, 2-11-03; Ord. No. X)

~~Sec. 8-64. — Drainage improvement grant program — Purpose and effective date.~~

- ~~(a) — The board of supervisors finds that the forces of nature acting over time have degraded storm water channels and related facilities in our community that are, consequently, in need of corrective action in order to mitigate damage to property and/or adverse health or safety impacts. Degraded storm water channels and related facilities decrease water quality which adversely impacts the~~

~~Chesapeake Bay. To assist in improving the water quality of the Chesapeake Bay, the board of supervisors hereby establishes the drainage improvement grant program.~~

- ~~(b) The purpose of this section is to provide a grant program to promote the health, safety and welfare of our citizens by mitigating surface storm water impacts to real property where no construction bond or other financing exists to address storm water issues, where there is surface water run-off because of inadequate drainage infrastructure, and where slope or channel erosion is occurring. This program shall be administered and enforced by the environmental engineering office and shall be effective beginning on June 12, 2007.~~

~~(Ord. No. 8-7, 7-13-04; Ord. No. 8-10, 10-10-06; Ord. No. 8-11, 6-12-07; Ord. No. X)~~

~~Sec. 8-65. Same—Criteria for grant.~~

- ~~(a) Citizen applications for participation in the drainage improvement grant program shall be made to the erosion and sediment control (ESC) administratorProgram Administrator on forms provided, and shall demonstrate with narrative and/or photographic evidence, a need, pursuant to the program's criteria. Grants will only be awarded for reimbursement of costs on completed drainage improvement projects.~~
- ~~(b) Applicants shall demonstrate the following:~~
- ~~(1) The repair was performed since September 1, 2004 (the date on which the previous drainage repair program began); and~~
 - ~~(2) The repair was performed in a drainage easement that is recorded in the land records of the circuit court; and~~
 - ~~(3) Proof of the payment of funds along with a detailed invoice/contract for the work performed; and~~
 - ~~(4) The property on which the improvement was performed was in existence and had a water and/or sewer account as of February 28, 2006 (the last date on which funds were collected under the previous drainage repair program); and~~
 - ~~(5) The water and/or sewer account for the property is not in arrears; and~~
 - ~~(6) One of the following:~~
 - ~~a. Severe to moderate slope or channel erosion was occurring; or~~
 - ~~b. Significant damage to real property was occurring; or~~
 - ~~c. Imminent threat to property, conditions required immediate mitigation action, and potential adverse health conditions could have resulted if the condition was not repaired.~~
- ~~(c) The ESC administratorProgram Administrator shall review each application, evaluating the, feasibility, cost, and cost/benefit of mitigation. The ESC administratorProgram Administrator shall then make a recommendation on the award of the grant to the county County aAdministrator who shall present such recommendation to the board Board of supervisorsSupervisors.~~
- ~~(d) The amount of the grant shall equal the total expense incurred in performing the drainage repairs less three hundred dollars (\$300.00), which shall be the contribution by the property ownerOwner. The maximum amount of the grant shall not exceed nine thousand seven hundred dollars (\$9,700.00).~~

~~(Ord. No. 8-7, 7-13-04; Ord. No. 8-10, 10-10-06; Ord. No. 8-11, 6-12-07; Ord. No. X)~~

~~Sec. 8-66. Award of grant—Approval of board of supervisors.~~

~~(a) Award of the grant funds is subject to board Board of sSupervisors appropriation of funds and the availability of funding.~~

~~(b) The board Board of sSupervisors shall consider the application for the grant and the recommendation of staff.~~

~~(c) The board Board of sSupervisors shall award the grant and approve the disbursement of funds.~~

~~(Ord. No. 8-7, 7-13-04; Ord. No. 8-11, 6-12-07; Ord. No. X)~~

Secs. 8-~~6764~~—8-70. - Reserved.

DIVISION 6. - MISCELLANEOUS PROVISIONS

Sec. 8-71. - Administrative appeal; judicial review.

~~(a) Final decisions of the program administrator shall be subject to review by the board of supervisors, provided an appeal is filed within thirty (30) days from the date of any written decision by the program administrator which adversely affects the rights, duties, or privileges of the person engaging in or proposing to engage in land-disturbing activities.~~

(b) Final decisions of the ~~board of supervisors~~Program Administrator, under this chapter, shall be subject to review by the ~~court of record of the county~~Spotsylvania County Circuit Court, provided an appeal is filed within thirty (30) days from the date of any written decision by the ~~board~~Program Administrator which adversely affects the rights, duties or privileges of the person engaging in or proposing to engage in ~~land-disturbing activities~~Land-Disturbing Activities.

(c) Nothing in this section shall stay the enforcement of any violation of the provisions of this chapter.

(Ord. No. 8-1, 11-28-89; Ord. No. 8-1, 7-27-93; Ord. No. 8-6, 2-11-03; Ord. No. X)

~~Sec. 8-72. - Installation of erosion control facilities.~~

~~Erosion control facilities protecting the perimeter of any site and any sediment detention or retention facilities shall be functioning prior to disturbance of more than twenty-five hundred (2,500) square feet or larger of land beyond that necessary for constructing the perimeter and detention or retention facilities. Such perimeter facilities shall be identified on the approved plan.~~

~~(Ord. No. 8-1, 7-27-93; Ord. No. X)~~

DRAFT

At a meeting of the Spotsylvania County Board of Supervisors held on January 26, 2021 on a motion by _____, seconded by _____ and passed _____, the Board adopts the following resolution:

RESOLUTION NO. _____

A RESOLUTION DIRECTING STAFF TO ADVERTISE AMENDMENTS TO
SPOTSYLVANIA COUNTY CODE CHAPTER 8, EROSION AND SEDIMENT
CONTROL

WHEREAS, the Board of Supervisors of Spotsylvania County (hereinafter the "Board") desires to consider amendments to Spotsylvania County Code Chapter 8, Erosion and Sediment Control; and

WHEREAS, the proposed amendments include definition and local program procedural updates consistent with the Code of Virginia, Title 62.1, Chapter 3.1, Article 2.4, known as the Virginia Erosion and Sediment Control Law; and

WHEREAS, based upon public necessity, safety, convenience, the general welfare, and good land use practices, consideration of County Code amendments is appropriate.

NOW, THEREFORE, BE IT RESOLVED that the Board does hereby direct staff to advertise for public hearings the draft amendments to Spotsylvania County Code Chapter 8.

(SEAL)

A COPY TESTE:

Aimee Mann
Deputy Clerk to the Board of Supervisors

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date:	January 26, 2021
Title:	Resolution Approving Fully Funding the UPC 111456: Rte 2092/Rte 2087 Connector Road Project

Type:	Action, Resolution
Agenda Title:	Resolution Approving Fully Funding the UPC 111456: Rte 2092/Rte 2087 Connector Road Project
Recommendation:	Staff recommends that the Board of Supervisors approve fully funding the UPC 111456: Rte 2092/Rte 2087 Connector road project in Thornburg using available Revenue Sharing funding.
Non-Staff Name and Title of Presenters:	Approval of a resolution to fully fund the Connector Road associated with the Route 606 West widening project by shifting \$3,222,676 in Revenue Sharing funding to the Connector Road. This will allow both projects to advance to construction.
Summary:	The cost estimate for UPC 111456 Connector Road project unexpectedly increased by about \$1.5 Million in May, 2020 with this additional cost being the responsibility of the County. As a result, the project scope was reduced on July 28, 2020 to be within the budget of available funding. Following this action, VDOT informed the County that it would not begin work on the Rte 606 West project until it was sure that the County did not want to build the entire Connector Road project. This was a VDOT concern because it had combined the two projects together such that scaling back the Connector Road project would be challenging and potentially create additional costs for the Rte 606 West project. This led the County to work with VDOT to try to develop additional funding for the Connector Road project by using Secondary Six Year Plan (SSYP) and Revenue Sharing Funding. As a result of these efforts, \$3,222,676 in additional SSYP funding was found for the Rte 606 West project which enabled \$3,222,676 in Revenue Sharing funding to be available for transfer to the Connector

Road project. The SSYP funding for Rte 606 West was approved by the Board of Supervisors on January 12, 2021. The action scheduled for this Board meeting would approve the \$3,222,676 in Revenue Sharing shown on Attachment 1 for the Connector Road project needed to enable the project to be fully funded and to advance towards construction with the Rte 606 West project. This additional Revenue Sharing funding also decreases the Local funding needed for the Connector Road project even with the \$1.5 Million cost increase.

Committee/Commission Summary:

Other

Review Date:

11/19/2020

Status:

Approved

Financial Impact:

\$3,222,676 in Revenue Sharing funding would be used to fully fund the UPC 111456: Connector Road project.

Staff Contacts:

Paul Agnello, Assistant Director for Transportation Planning

Legal Counsel:

N/A

Additional Background/Other Considerations:

Consequence of Denial/Inaction:

If the Board of Supervisors does not approve the \$3,222,676 in Revenue Sharing funding for the Connector Road project there is some risk that some of this Revenue Sharing funding could be lost, the Connector project would not be fully funded and would be delayed, and the Rte 606 West project would be delayed and potentially cost more to complete.

Talking Points:

Approval of a resolution to fully fund the Connector Road associated with the Route 606 West widening project by shifting \$3,222,676 in Revenue Sharing funding to the Connector Road. This will allow both projects to advance to construction.

ATTACHMENTS:

File Name	Description	Type
Rte606West_ConnectorRd_Resolution_Jan26_21.docx	Resolution	Resolution
Attachment1_RevenueSharingTransfers_UPC111456-		

ConnectorRoad.docx

Attachment 1

Backup Material

Attachment2_Rte606West_ConnectorRoad_Project_Sketch.pdf Attachment 2

Backup Material

At a regular scheduled meeting of the Spotsylvania County Board of Supervisors held on January 26, 2021 on a motion by _____, seconded by _____ and passed _____, the Board adopted the following resolution:

RESOLUTION NO. 2021-

A RESOLUTION APPROVING FULLY FUNDING THE UPC 111456: RTE 2092/RTE 2087 CONNECTOR ROAD PROJECT

WHEREAS, UPC 111456 Rte 2092/Rte 2087 Connector Road is a Virginia Department of Transportation (VDOT) Six Year Plan project to provide a secondary access north of Route 606 West from South Roxbury Mill Road and Dan Bell Lane; and

WHEREAS, the estimated cost of the UPC 111456 project has increased above the \$6,480,000 project budget to approximately \$7,900,000; and

WHEREAS, County and VDOT staff have worked together to identify \$3,222,676 in additional Revenue Sharing funding available for the UPC 111456 project; and

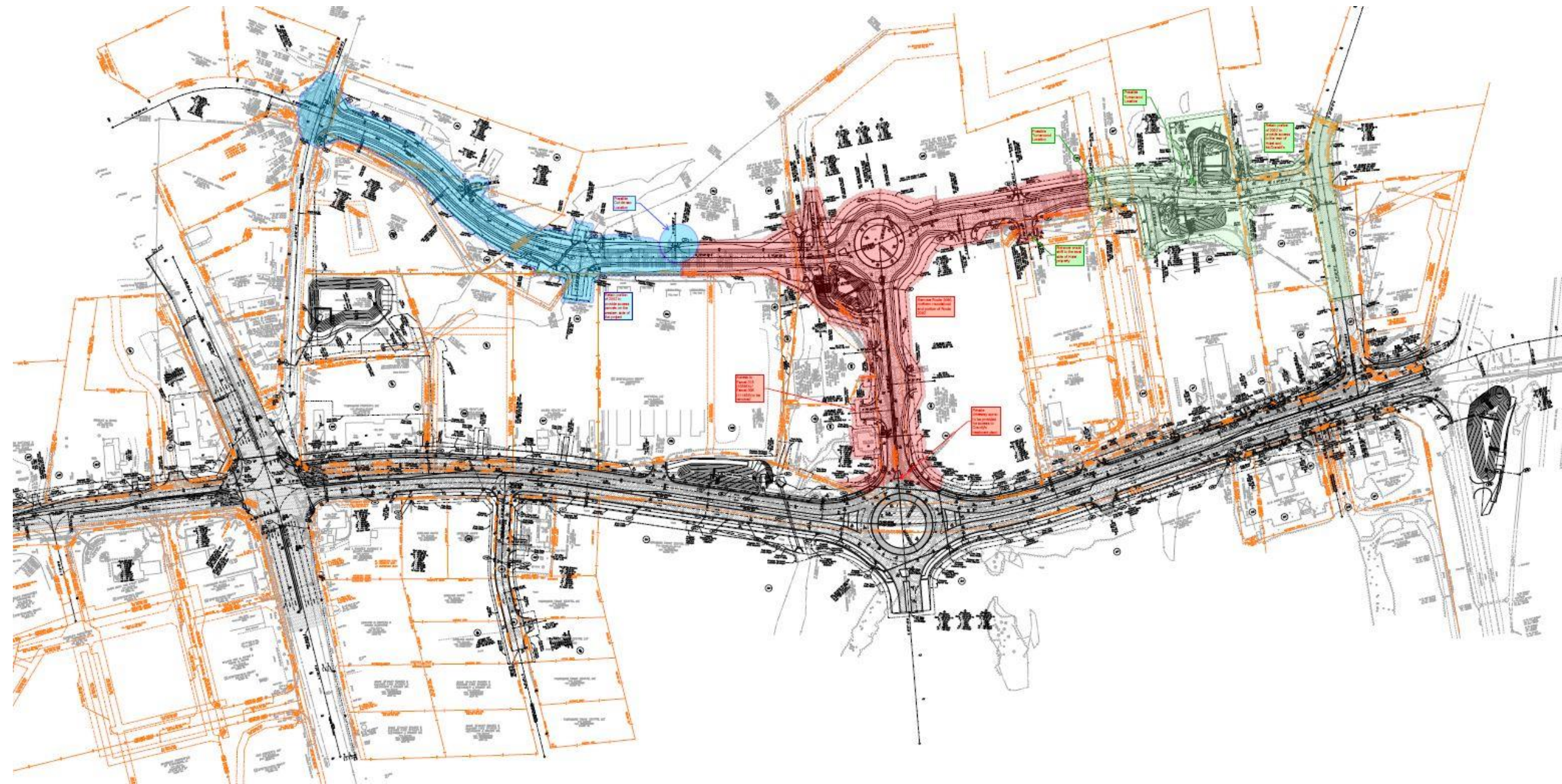
NOW, THEREFORE, BE IT RESOLVED that the Spotsylvania County Board of Supervisors does hereby approve the \$3,222,676 in Revenue Sharing transfers shown on attachment 2 and the additional local funding needed to fully fund the UPC 111456: Rte 2092/Rte 2087 Connector Road Project as shown in attachment 2.

(SEAL)

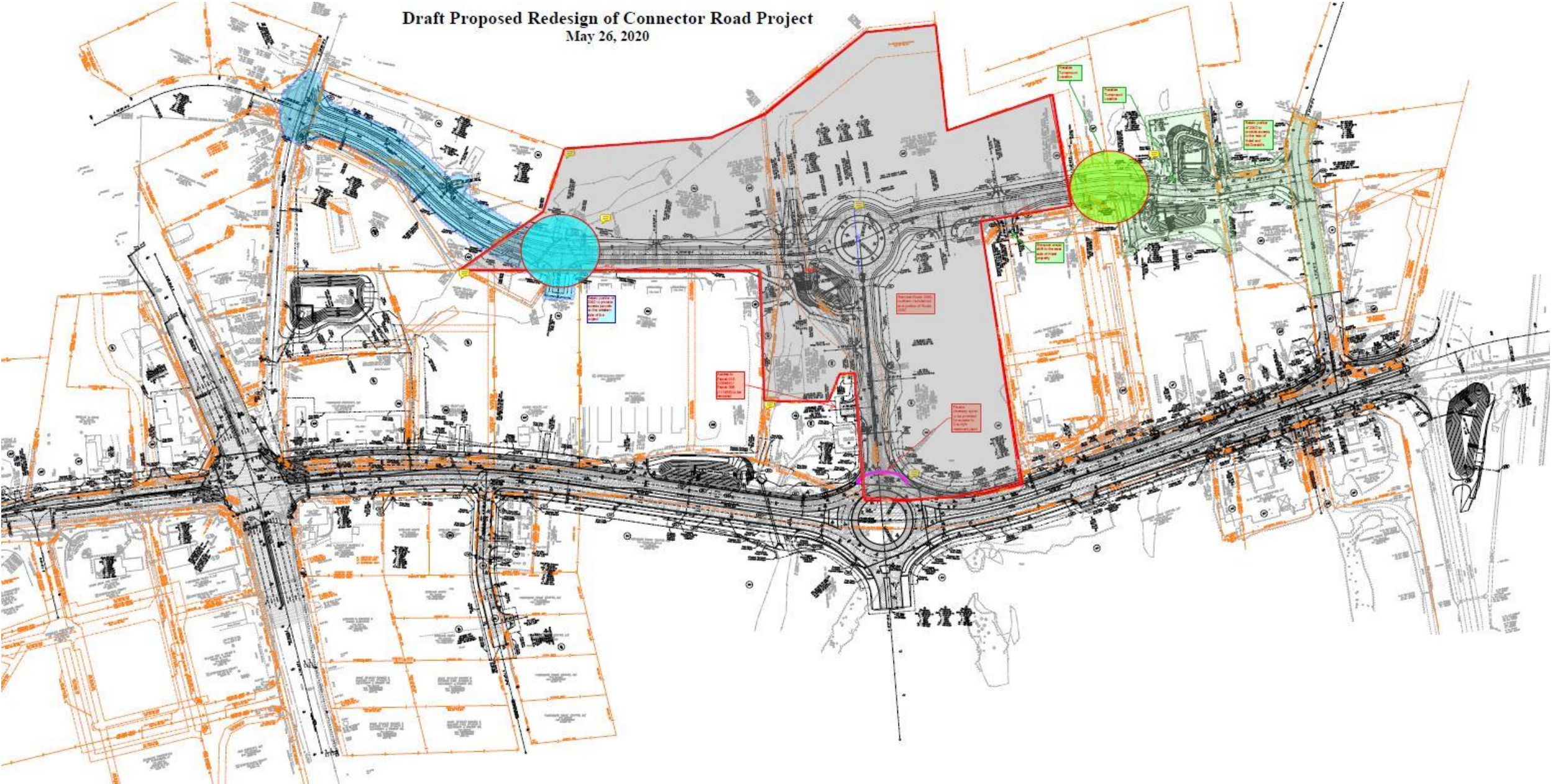
A COPY TESTE: _____
Aimee Mann, Deputy Clerk

DONOR			RECIPIENT/DONOR			RECIPIENT		
UPC	PROJECT	TYPE OF FUNDING	UPC	PROJECT	TYPE OF FUNDING	UPC	PROJECT	FUNDING AMOUNT
51845	Harrison Road	Telefees	105464	Route 606 West	Revenue Sharing	111456	Connector Road for Route 606 Project	\$1,200,000
114897	Spotsylvania Pwy/Hospital BLVD	Telefees (FY23)	105464	Route 606 West	Revenue Sharing	111456	Connector Road for Route 606 Project	\$405,000
T24427	Andora Drive Roundabout	Telefees (FY22)	105464	Route 606 West	Revenue Sharing	111456	Connector Road for Route 606 Project	\$358,699
T24426	Waverly Village Drainage	Telefees (Previous)	105464	Route 606 West	Revenue Sharing	111456	Connector Road for Route 606 Project	\$200,000
T24426	Waverly Village Drainage	Telefees (FY21)	105464	Route 606 West	Revenue Sharing	111456	Connector Road for Route 606 Project	\$208,509
117662	River Road	Telefees (Previous)	105464	Route 606 West	Revenue Sharing	111456	Connector Road for Route 606 Project	\$96,110
117662	River Road	Telefees (FY21)	105464	Route 606 West	Revenue Sharing	111456	Connector Road for Route 606 Project	\$153,890
105463	Route 606 Bridge over I-95	Telefees (Previous)	105464	Route 606 West	Revenue Sharing	111456	Connector Road for Route 606 Project	\$600,468
								\$3,222,676

Full Design Concept: Rte 606 West and Connector Road



Draft Proposed Redesign of Connector Road Project
May 26, 2020



**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date: January 26, 2021

Title: Resolution Approving Spotsylvania County's I-395/95 Commuter Choice Program Applications

Agenda Title: Resolution Approving Spotsylvania County's I-395/95 Commuter Choice Program Applications

Recommendation: Staff recommends that the Board of Supervisors approve the resolution for two I-395/95 Commuter Choice Program Applications.

Non-Staff Name and Title of Presenters: Approval of resolution supporting Spotsylvania County's I-395/95 Commuter Choice Program Applications for funding associated with US Rte 1/Commonwealth Drive Park and Ride Lot and the Rte 208 Park and Ride Lot FRED Feeder Bus to Fredericksburg AMTRAK/VRE

The I-395/95 Commuter Choice program invests a portion of the toll revenues from the 37-mile I-395/95 Express Lane facilities into transit and other multimodal enhancements that benefit toll road users and initiated a call for Round 2 projects in November, 2020 with an application deadline of January 29, 2021. The program is expected to have a little over \$30 million in funding to allocate for Round 2 projects.

Staff recommends that the Board approve the two I-395/95 Commuter Choice Program Applications:

Summary:

1. UPC 109474 US Rte 1/Commonwealth Drive PNR Lot
2. Rte 208 PNR Lot FRED Feeder Bus to Fredericksburg AMTRAK/VRE

If selected, these applications could reduce the local funding needed to support these projects by about \$2 Million dollars. The #1 project is an approved Smart Scale Round 1 project with a \$1.1 Million deficit. The

#2 project is part of two selected Smart Scale Round 4 projects. If the #2 project is selected in the I-395/95 Commuter Choice program, the local funding needed for the selected Smart Scale project could decrease by about \$600,000 and the estimated \$300,000 in transit operating costs for the service be covered using I-395/95 Commuter Choice Program funding instead by local funds.

Committee/Commission Summary:

Other

Review Date:

11/18/2020

Status:

Approved

Financial Impact:

About \$2 Million is still needed to fund these two projects. This resolution would support an application for \$1.1 Million for the #1 project for the US Rte 1/Commonwealth Drive PNR Lot and about \$900,000 for the #2 project for the Rte 208 PNR Lot FRED Feeder Bus.

Staff Contacts:

Paul Agnello, Assistant Director for Transportation Planning

Legal Counsel:

N/A

Additional Background/Other Considerations:

Consequence of Denial/Inaction:

If the Board of Supervisors does not approve the I-395/95 Commuter Choice applications for these two projects, the County would lose the opportunity to obtain I-395/95 Commuter Choice Program funding and likely need to use about \$2 Million in local funding to fully fund these two projects.

Talking Points:

Approval of resolution supporting Spotsylvania County's I-395/95 Commuter Choice Program Applications for funding associated with US Rte 1/Commonwealth Drive Park and Ride Lot and the Rte 208 Park and Ride Lot FRED Feeder Bus to Fredericksburg AMTRAK/VRE

ATTACHMENTS:

File Name	Description	Type
Resolution_2021__395_95_Commuter_Choice_Program_Jan26_21.docx	Resolution	Resolution
Attachment1_395_95_CommuterChoice_Project_Sketches.pdf	Attachment	Backup Material

At a regular scheduled meeting of the Spotsylvania County Board of Supervisors held on January 26, 2021 on a motion by _____, seconded by _____ and passed _____, the Board adopted the following resolution:

RESOLUTION NO. 2021-

**A RESOLUTION ENDORSING SPOTSYLVANIA COUNTY'S
I-395/95 COMMUTER CHOICE PROGRAM APPLICATIONS**

WHEREAS, the I-395/95 Commuter Choice program invests a portion of the toll revenues from the 37-mile I-395/95 Express Lane facilities into transit and other multimodal enhancements that benefit toll road users and initiated a call for Round 2 projects in November, 2020 with an application deadline of January 29, 2021; and

WHEREAS, the Spotsylvania County Transportation Committee reviewed and recommended submission of two project applications to Round 2 of the I-395/95 Commuter Choice program at its November 19, 2020 meeting: UPC 109474 US Rte 1/Commonwealth Drive PNR Lot and Rte 208 PNR Lot FRED Feeder Bus to Fredericksburg AMTRAK/VRE; and

WHEREAS, Fredericksburg Regional Transit (FRED) has agreed to submit the Rte 208 PNR Lot FRED Feeder Bus to Fredericksburg AMTRAK/VRE project on behalf of Spotsylvania County since it would be the implementing agency; and

WHEREAS, if the I-395/95 Commuter Choice program selects either of these projects, it would reduce the amount of local funding needed to fully fund these projects in the future; and

NOW, THEREFORE, BE IT RESOLVED, that the Spotsylvania County Board of Supervisors endorses two applications for Round 2 of the I-395/95 Commuter Choice Program:

1. UPC 109474 US Rte 1/Commonwealth Drive PNR Lot
2. Rte 208 PNR Lot FRED Feeder Bus to Fredericksburg AMTRAK/VRE project.

with County staff submitting the #1 project and FRED staff submitting the #2 project.

(SEAL)

A COPY TESTE: _____
Aimee Mann, Deputy Clerk

I-395/95 Commuter Choice Application Project Sketches

Two Project Applications:

1. **UPC 109474 US Rte 1/Commonwealth Drive PNR Lot**
 - Needs \$1.1 Million to fully fund \$18.6 Million project
2. **Rte 208 PNR Lot FRED Feeder Bus to Fredericksburg AMTRAK/VRE**
 - Draft cost is \$900,000

Application #1: UPC 109474 US Rte 1/Commonwealth Drive PNR Lot

Need \$1.1 Million in additional funding to fully fund \$18.6 Million Smart Scale project so that sections A & B can be built



Rte 208 PNR Lot Feeder Bus to Fredericksburg AMTRAK/VRE

Draft Cost: \$900,000

Included in Two Smart Scale Round 4 Candidate Projects

- Includes most of Smart Scale capitol costs with exception for 2 buses instead of 3 since less some additional VRE service will not start to 2026 and program funding starts in 2023
- Includes Operational Costs (Not covered by Smart Scale)
- Same Rte 208 PNR lot improvements as Smart Scale
 - New Transit Shelter w/ LED solar lighting
 - New signage
 - Bike Parking: 10 lockers and 10 covered bike racks
- 3 Planned Stops: Rte 208 PNR Lot, Lafayette Square, AMTRAK/VRE

Upgrade Rte 208 PNR Lot Shelter to be like Lee Hill Transfer Station Shelter

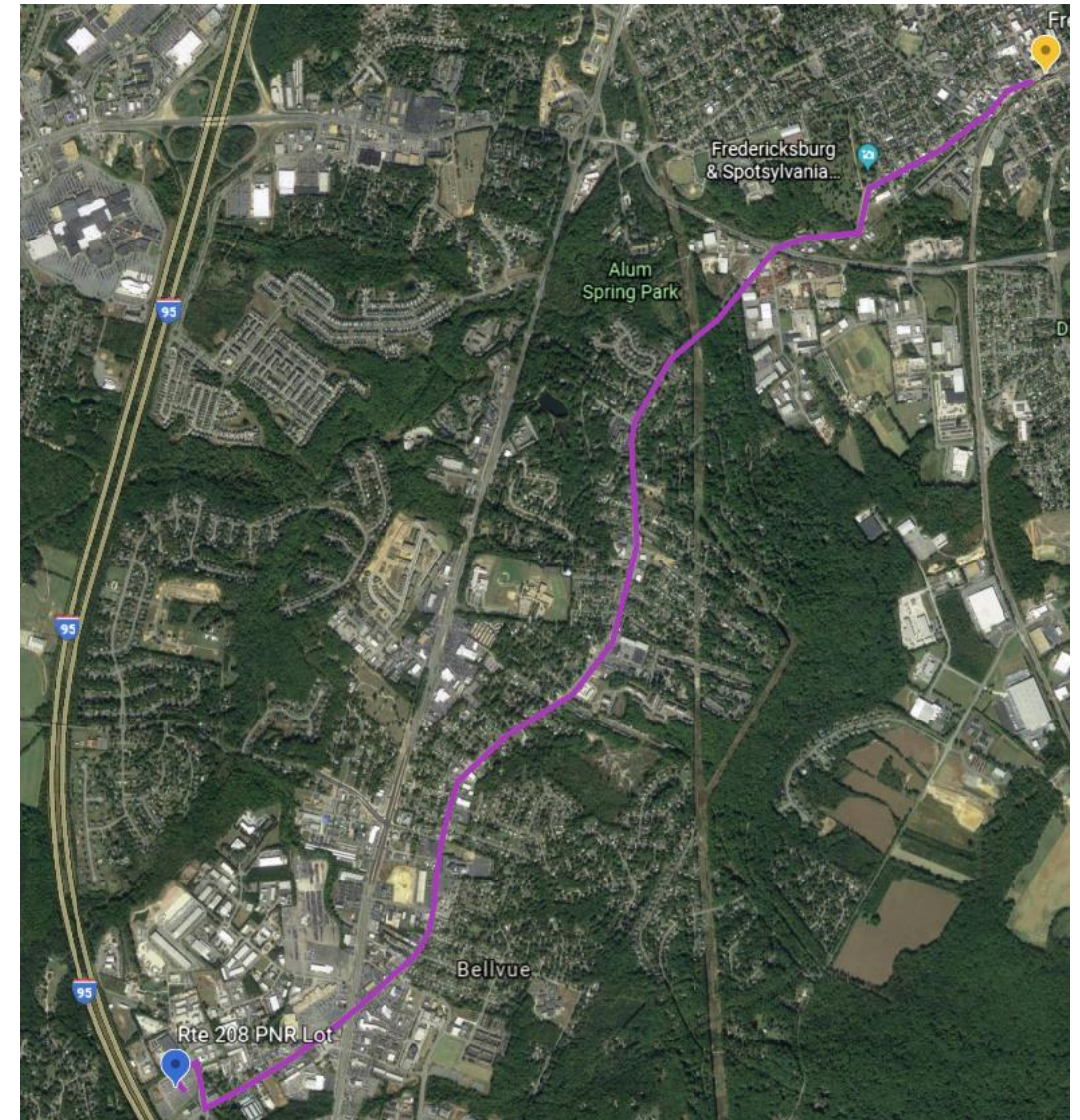
Lee Hill Transfer Station Shelter



Existing Rte 208 PNR Lot Shelter



New Feeder Bus Route



**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date:	January 26, 2021
Title:	R 19-0013 Spotsylvania Mall Company (Bonaventure Investments, LLC) Courtland District

Type:	Action, Public Hearing, Ordinance, Power Point Presentation
Agenda Title:	R 19-0013 Spotsylvania Mall Company (Bonaventure Investments, LLC) Courtland District
Recommendation:	The Planning Commission recommends approval of R 19-0013 with a vote of 4-3 with proffers amended as offered by the applicant to include an additional School proffer. Staff recommends approval of Rezoning Ordinance R 19-0013 with proffers dated December 7, 2020.
Summary:	Request to rezone 4.82 acres a portion of an approximately 110.74 acre parcel from Commercial 2 (C-2) to Mixed Use Low (MU-4) with proffers to allow two multi-family residential buildings containing no more than 271 units and one (1) commercial suite on the first floor of one of the buildings. The property is located at 100 Spotsylvania Mall Drive, adjacent to the site of the former Sears Department store. The property is located in the Primary Settlement Boundary. The property is designated for Commercial Land Use Development on the Future Land Use Map of the Comprehensive Plan and within in the Airport Overlay District. Tax parcel 13 (A) 107(part), Courtland Voting District. At the Planning Commission public hearing, the applicant offered to include a proffer for the schools. The December 7th proffer statement reflects that proffer.
Committee/Commission Summary:	Planning Commission
Review Date:	December 2, 2020
Status:	Approved

Financial Impact:	Based on the assessed value the County's model projects that the Aura at Spotsylvania Towne Centre development will generate annually a positive \$165,596 in tax revenues.
Staff Contacts:	Shannon D. Fennell, Planner III
Legal Counsel:	Alexandra Spaulding, Senior Assistant County Attorney
Consequence of Denial/Inaction:	The use will not be permitted.

ATTACHMENTS:

File Name	Description	Type
R19-0013_Aura_BOS_PP_wo_staff_notes.pptx	Presentation	Presentation
Aura_BOS_Staff_Report.docx	Staff Report	Staff Report
2020-12-04 - Proffer Statement - _Aura_STC.PDF	Applicant's Proffer Statement	Agreement
Exhibit B - 2019-07-03_STC_Color_Elevation.PDF	Proffered Elevations	Exhibit
Revised_App_Pages.PDF	Application	Backup Material
Jan_20_GDP_Narrative - _Aura_at_STC(1).DOC	Applicant's Narrative	Backup Material
413-1004_GDP_AURA.PDF	Applicant's GDP	GDP
Exhibit F - _Community_Mtg_sign_in_sheets.PDF	Community Meeting Sign In Sheet	Backup Material
Project_Summary_R19-0013.pdf	Project Summary	Backup Material
pcmin20_1202.docx	PC Minutes - December 2, 2020	Minutes
bos_20210126.doc	BOS Ad	Backup Material
Draft_Approval_Ordinance.docx	Draft Approval Ordinance	Ordinance
Denial_Resolution.doc	Draft Denial Resolution	Resolution
Citizens_Comments.pdf	Citizen Comments	Letter

R19-0013

Project: Aura at Spotsylvania Towne Centre

Owner: Spotsylvania Mall Company

Applicant: Bonaventure Investments, LLC

Courtland District

Board of Supervisors Public Hearing

January 26, 2021

Shannon D. Fennell, Planner III



R19-0013

Project: Aura at Spotsylvania Towne Centre

Applicant: Spotsylvania Mall Company (Bonaventure Investments, LLC)

Courtland District

Request

- The applicant requests the rezoning of 4.82 acres a portion of an approximately 110.74-acre parcel from Commercial 2 (C-2) to Mixed Use Low (MU-4) with proffers.

Recommendation

- The Planning Commission recommends approval with a vote of 4-3 with proffers amended as offered by the applicant to include an additional proffer for schools.
- Staff recommends approval of R19-0013 with proffers dated December 7, 2020.







Materials:

1. Architectural Fiberglass Shingles
2. Cementitious Lap Siding
3. Cementitious Panel Siding
4. Cementitious Vertical Siding
5. Modular Brick Veneer
6. Architectural Vinyl Window Systems
7. Storefront System
8. Standing Seam Metal Roof
9. Fabric Awning

Material Legend:

	Architectural Fiberglass Shingles on 30 LB felt Color: "Slate Gray"		Cementitious Panel Stucco Face with Metal Reveals
	Brick Veneer Glen-Gery, Sperryville Modular Size		Cementitious Lap Siding
	Brick Veneer Glen-Gery, Plymouth Modular Size		Cementitious Vertical Siding

A New Multi-Family Project for:
Aura at Spotsylvania Towne Center

July 3, 2019



R19-0013

Project: Aura at Spotsylvania Towne Centre

Applicant: Spotsylvania Mall Company (Bonaventure Investments, LLC)

Courtland District

Comprehensive Plan Analysis

Consistent:

- 6 of the 8 elements of the Comprehensive plan

Inconsistent:

- 2 of the 8 elements of the Comprehensive Plan



R19-0013

Project: Aura at Spotsylvania Towne Centre

Applicant: Spotsylvania Mall Company (Bonaventure Investments, LLC)

Courtland District

Transportation Analysis

VDOT and County Transportation Staff found:

- Level of Service projected to improve
- Proposal generates less traffic than the former commercial use

	Aura	Sears	Difference
Saturday Daily Trips	1309	1776	- 467
Saturday PM Peak Hour	57	90	-33
Weekday Daily Trips	144	1454	-10
Weekday PM Peak Hour	46	76	+30

- Improvements sufficient to support development
- Improvements minimize impacts on existing network



R19-0013

Project: Aura at Spotsylvania Towne Centre

Applicant: Spotsylvania Mall Company (Bonaventure Investments, LLC)

Courtland District

Applicant's Proffers:

- **Generalized Development Plan Conformance**
- **Land Use**
- **Architectural Features**
- **Cash Contributions**
- **Amenities**
- **Pedestrian Crosswalks**



R19-0013

Project: Aura at Spotsylvania Towne Centre

Applicant: Spotsylvania Mall Company (Bonaventure Investments, LLC)

Courtland District

Fiscal Impact Analysis

- The applicant has provided a Fiscal Impact Analysis (FIA) which asserts the project will have positive annual revenues of \$240,601 in real property tax at full build out based on the assessed values of the units.
- Staff completed a separate fiscal impact analysis utilizing the County's model which projects the Aura development will have a positive fiscal impact of \$165,596.



R19-0013

Project: Aura at Spotsylvania Towne Centre

Applicant: Spotsylvania Mall Company (Bonaventure Investments, LLC)

Courtland District

Findings In Favor

- Complements and supports commercial development
- Contributes diverse housing stock
- Consistent with the intent of the Primary Development Boundary,
- Positive annual fiscal benefit
- Decrease in trip generation
- Limited impact on in Levels of Service
- Cash contributions to mitigate impacts



R19-0013

Project: Aura at Spotsylvania Towne Centre

Applicant: Spotsylvania Mall Company (Bonaventure Investments, LLC)

Courtland District

Findings Against

- Inconsistency with land use designation
- Additional call volume to Fire & Rescue Station #6
- Additional impacts on Chancellor Middle School
- Lack of Mitigation for school impacts



R19-0013

Project: Aura at Spotsylvania Towne Centre

Applicant: Spotsylvania Mall Company (Bonaventure Investments, LLC)

Courtland District

Recommendation

- This project has the potential to serve as a catalyst to bring new activity and investment to this area within the County. The staff report identified several areas of concern. The applicant has submitted a draft proffer statement to address the concerns. Based on the Findings in Favor and reasons noted in the staff report, the Planning Commission with a voted of 4-3, and Staff recommends approval of R19-0013 with the proffer statement dated December 7, 2020.



R19-0013

Project: Aura at Spotsylvania Towne Centre

Owner: Spotsylvania Mall Company

Applicant: Bonaventure Investments, LLC

Courtland District

Board of Supervisors Public Hearing

January 26, 2020

Shannon D. Fennell, Planner III





County of Spotsylvania

Department of Planning

Staff Report

Rezoning # R19-0013
(Courtland Voting District)

Board of Supervisors

January 26, 2021

Planning Commission Recommendation:	Approval with proffers to include and additional proffer for Schools with a vote of 4-3.
Staff Recommendation:	Approval with the proffer statement dated December 7, 2020.
Project:	“Aura at Spotsylvania Towne Centre”
Owner/Applicant:	Spotsylvania Mall Company (Bonaventure Investments, LLC)
Request:	The applicant requests a rezoning of 4.82 acres a portion of an approximately 110.74-acre parcel from Commercial 2 (C-2) to Mixed Use Low (MU-4) with proffers.
Tax Map Parcel(s):	13-A-107(part)
Location:	The property is located at 100 Spotsylvania Mall Drive, adjacent to the site of the former Sears department store and in front of the Town Center. The property is located in the Primary Settlement Boundary.
Zoning Overlay:	Airport Overlay District
Future Land Use Designation:	The property is designated for Commercial Development on the Future Land Use Map of the Comprehensive Plan.
Historic Resources:	None
Date Application Deemed Complete:	October 29, 2019
Community Meeting:	A community meeting was held on July 11, 2019. There were over 50 citizens in attendance. Questions and concerns raised at the meeting were primarily related to road improvements along Route 3, increased traffic congestion during peak hours, and how this proposal would benefit the future viability of the Spotsylvania Towne Centre and other neighboring businesses.

Figure 1: Zoning Map

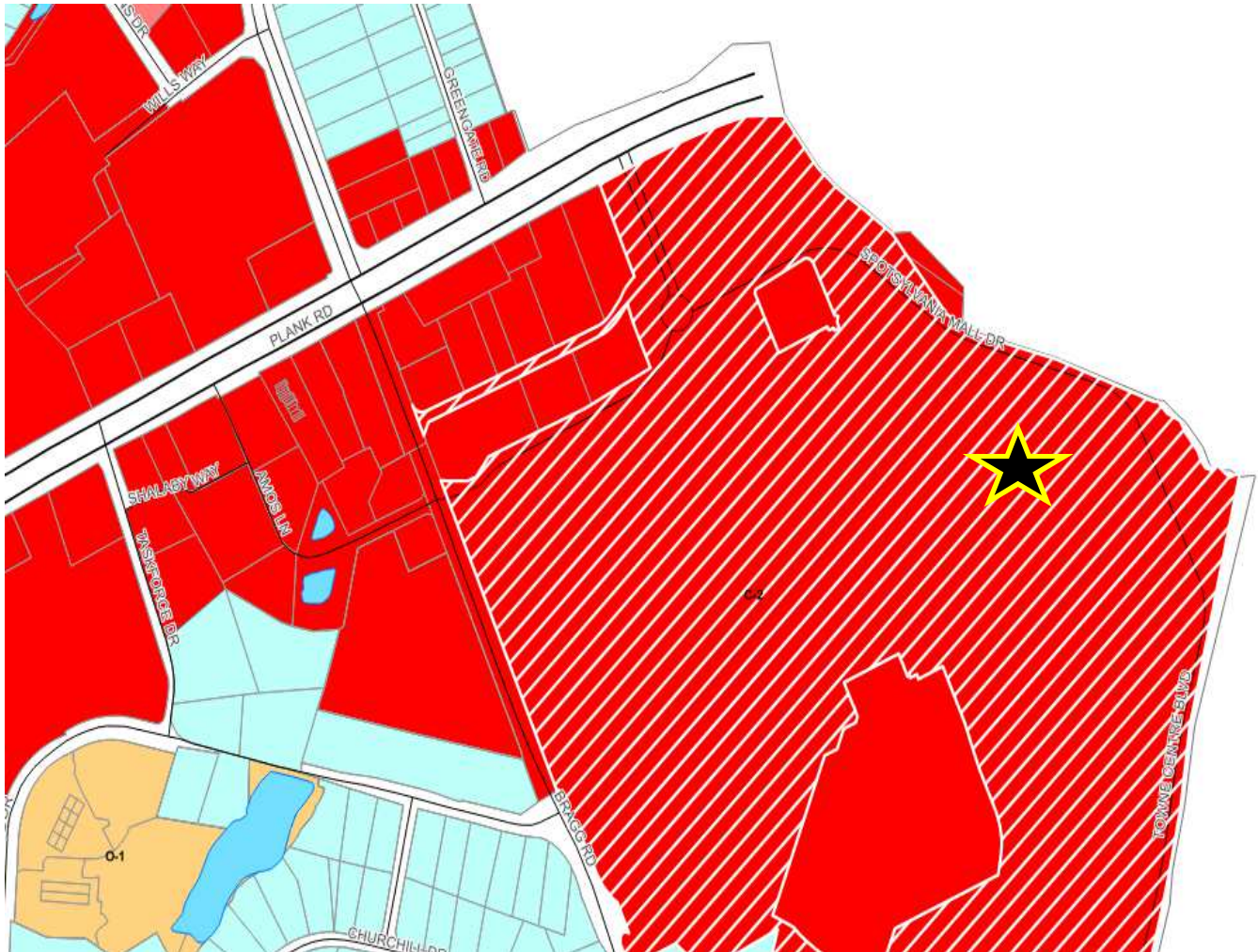
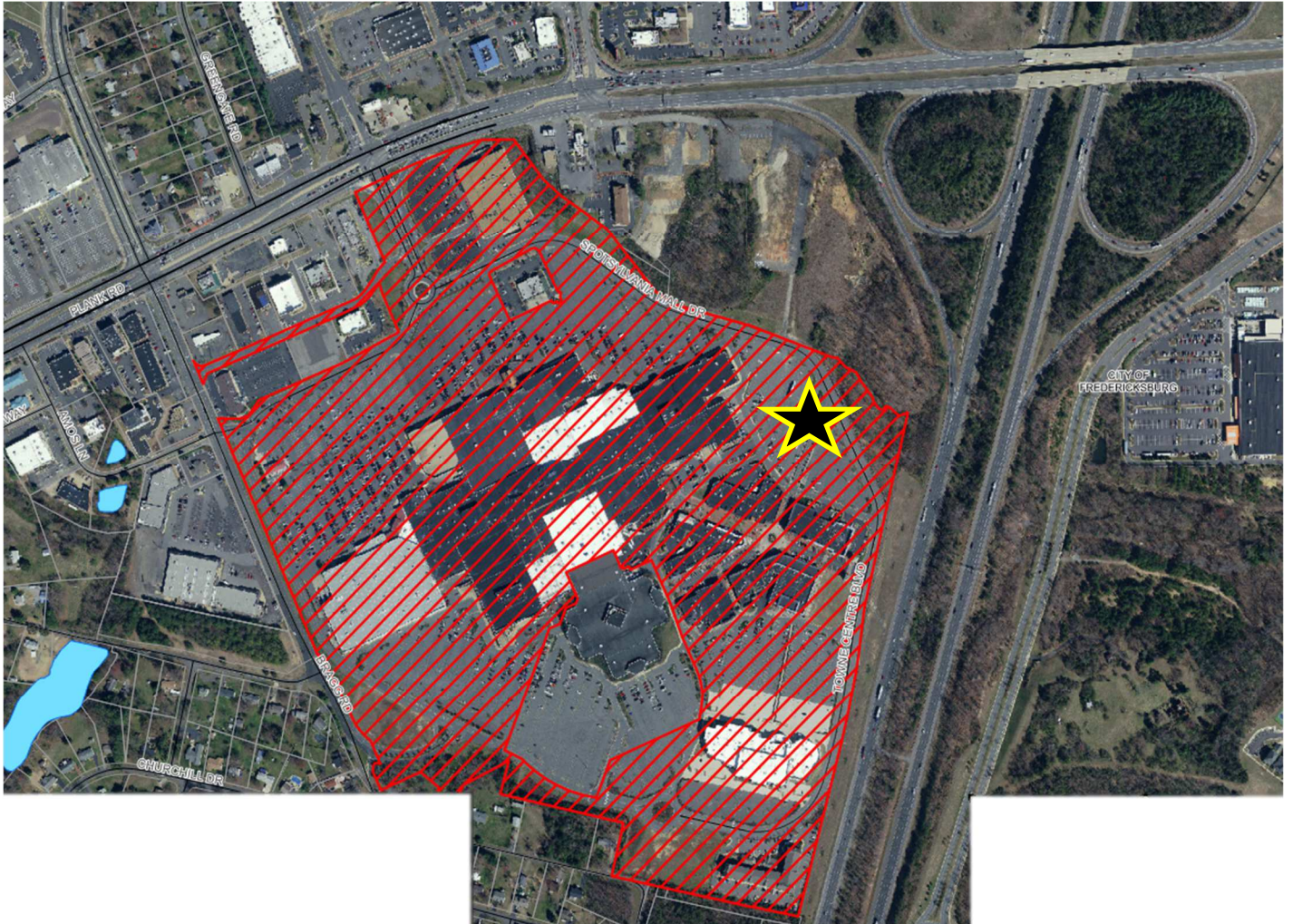


Figure 2: Aerial Map



I. The Site

The site is approximately 4.82-acres, a portion of an approximately 110-acre parcel identified as Tax Map number 13-A-107 and addressed as 100 Spotsylvania Mall Drive. The site is located near the former Sears Department store; if approved the project will be developed along Towne Centre Boulevard, within the Airport Overlay District and a portion is in the Highway Corridor Overlay District. The site is bordered on the East by a conservation easement across Towne Centre Boulevard and adjacent to Interstate 95, which is owned by Spotsylvania Mall Company and within the City of Fredericksburg. On the North is a vacant parcel zoned Commercial Highway, which is also located within the City of Fredericksburg. Adjacent to the South and West, is commercial zoned property which includes Spotsylvania Towne Centre, zoned C-2.

II. Project Proposal

If approved, this request will allow for the development of two 4-story multi-family buildings containing no more than 271 residential units and at least a 500 square foot commercial unit to be used for retail, a restaurant or another commercial use. The project site is located within the County's Primary Development Boundary. Parcels within the Primary Development Boundary are intended to develop with higher residential densities and more intensive non-residential uses. The proposed Aura at Spotsylvania Towne Centre multi-family project is consistent with the intent of the Primary Development Boundary. Staff notes that presently, the Comprehensive Plan does not consider residential uses in the location proposed. The project is located within an area designated for commercial land uses. With only the 500 sq. ft. of commercial space proposed, the project as proposed does not meet the intent of the commercial land use designation. Staff acknowledges that this project will complement the existing commercial development by adding potential customers nearby, which mirrors the intent of a true Mixed-Use Development. This project will exchange an 110,000 sq ft big box retail space (formerly Sears) into a live, work, and play community with residential units approximately 75 feet from multi-tenant retail buildings in the Towne Center.

Based on County projections the project will generate an estimated 404 new residents with 47 being school-aged children at full build out (20 elementary, 13 middle, and 14 high school students). The new students from the development will attend Salem Elementary, Chancellor Middle and Riverbend High schools. There is existing capacity in the elementary and high schools to accommodate the projected students. Staff notes that the projected middle school students exceed capacity by 4 students; however, the Capital Improvement Plan does not include any capital improvements to middle school facilities. Staff and the applicant have discussed this deficit and the applicant has amended the proffer document to include a cash contribution of \$28,000 to mitigate the impact on the schools.

The applicant hosted a community meeting on July 11, 2019 and questions and concerns raised at the meeting were primarily related to road improvements along Route 3, increased traffic congestion during peak hours. Someone expressed support noting the benefits of this and how this proposal would benefit the future viability of the Spotsylvania Towne Centre and other neighboring businesses.

To assess traffic impacts a Traffic Impact Analysis (TIA) was conducted by the applicant and has been reviewed by VDOT and the County's Traffic Engineer. The following four intersections were studied:

1. Route 3 (Plank Road) at Taskforce Drive
2. Route 3 (Plank Road) at Bragg Road
3. Route 3 (Plank Road) at Central Park Boulevard/Spotsylvania Mall Drive
4. Spotsylvania Mall Drive at Towne Centre Boulevard (Roundabout)

The analysis also determined that the redeveloped site would generate approximately 1,444 vehicle trips during the weekdays and 1,309 trips on Saturdays, 117 trips in the PM peak hour and 117 trips in the Saturday peak hour. However, upon the elimination of the existing Sears store (approximately 110,000 sq ft.), the site's trip generation is anticipated to decrease by 10 daily trips during the weekdays, 467 daily trips on Saturdays, 29 trips during the PM peak hour, and 56 trips during the Saturday peak hour. The analysis determined that the only improvements warranted were pavement marking modifications within the Spotsylvania Mall Drive at Towne Centre Boulevard (roundabout). Overall, the analysis indicates that the LOS at these four intersections will not decrease below a LOS D and there is no degradation of LOS due to traffic impacts from this development.

A. Generalized Development Plan (GDP) – The applicant's GDP depicts two 4-story multi-family building, a 500 square foot commercial unit within the ground floor of one of the multi-family buildings. Included within the two 4-story multi-family buildings are 91 one-bedroom units, 144 two-bedroom units and 36 three-bedroom units. The development will have one point of access from Towne Centre Boulevard, a 4-lane private road. The GDP also depict 352 parking spaces provided as required and pedestrian crosswalks throughout the site providing connections to the Towne Centre. Approximately 15% (0.72 acres) of the property will be maintained as open space and is more the 10% (0.48 acres) as required by the MU-4 Zoning Ordinance. The open space includes an artificial turf recreational area for each building, a swimming pool, a cabana with an outdoor kitchen, and outdoor seating with a fire pit. Transitional landscaping will be provided along Towne Centre Boulevard, and interior parking lot landscaping will be provided throughout the site. The development will be served by public water and sewer, and facilities will be provided on site to address storm-water management.

B. Fiscal Impact Analysis – The applicant has provided a Fiscal Impact Analysis (FIA) which asserts the Aura at Spotsylvania Towne Centre project will build out with one phase, subject to market conditions the applicant anticipates the project will be constructed within three to four years of rezoning approval. The Aura at Spotsylvania Towne Centre development will be a work force affordable market rate project that will rents that target new professionals like teachers, public safety persons... as identified by the applicant's narrative. The applicant's FIA notes the one-bedroom units will be approximately 845 sq ft, the two-bedroom units will be approximately 1,081 sq ft, and the three-bedroom units will be approximately 1,356 sq ft; and are estimated to be priced at \$1300 for one-bedroom units, \$1700 for two-bedroom units, and \$2000 for three-bedroom units. The applicants FIA projects, the total real property tax resulting from the project will be approximately \$240,601. In addition, the applicant's FIA projects the personal property tax resulting from the project

is estimated to be \$262,975 annually in current dollars. The sum of all the on-site tax revenues that could be expected to flow to the County from the project annually after build-out is over \$528,360 each year in current dollars. The applicant's FIA also projects in addition to the on-site fiscal impact, the project is estimated to generate \$39,079 in taxes and other revenue in the community annually after build-out and occupancy.

Staff completed a separate fiscal impact analysis utilizing the County's model, based on the assessed value the County's model projects the Aura at Spotsylvania Towne Centre development will generate annually a positive \$165,596 in tax revenues.

C. Proffer Statement Summary – The applicant has provided a proffer statement dated December 7, 2020 for the Board of Supervisors' consideration. Below is an itemized list of the submitted proffers including a summary and staff analysis in italics.

- 1. General Development-** The applicant commits to develop the subject property in conformance with the Generalized Development Plan (GDP) last revised July 30, 2020. Minor modifications may be made to address requirements to fulfill Federal, State, and local requirements.

Staff is supportive as the GDP complies with all county requirements.

- 2. Use-** The applicant commits that the property will be developed for 2 four-story multi-family buildings containing no more than 271 multi-family units and at least a 500 square foot commercial unit.

Staff is supportive of this proffer as the use complements existing commercial development by adding potential customers nearby, which mirrors the intent of a true Mixed-Use Development. Given the extent of commercial development in and around the Spotsylvania Towne Center, this residential heavy project is clearly subordinate to the overwhelming commercial character and uses already established in the area.

- 3. Architectural Features** – The applicant commits that the general design, architectural features, materials and improvements will be constructed as depicted on the architectural rendering titled Aura at Spotsylvania Towne Center and dated July 3, 2019.

Staff is supportive of the language as proposed.

- 4. Cash Proffers and Escalation Clause** – The applicant has committed to pay a total cash contribution of \$66,395.00 (\$245 per unit) in order to mitigate the project's impacts on Public Safety and Parks and Recreation. Additionally, the cash proffer will be adjusted annually to reflect any increase for the preceding year in Consumer Price Index.

A cash contribution is an "offsite proffer" which is a proffer addressing an impact outside the boundaries of the property to be developed. The applicant may mitigate the development's impacts on public on public facilities via a cash contribution if the facility meets the definition of "public facility" as defined in the Virginia Code and if the

development impacts capacity and levels of service and if the development will receive a material benefit from the proffer made.

Aura at Spotsylvania Towne Centre will generate additional demands on Public Safety. The call volume capacity for Fire Station #6 is 2,500 per year; the actual call volume for the station in Fiscal Year 2019 was 3,935, indicating that there is no access capacity at Fire and Rescue Station #6 to accommodate the projected calls associated with this development. Staff notes that Fire and Rescue Station #6 is under construction and the expansion will allow for increased call volume capacity. There is a Fire Training and Logistics Center and Company 6 Bunkroom Addition/Renovation identified in the CIP that will serve the County as a whole and for which a capacity need exists. In order to determine the impact of Aura at Spotsylvania Towne Centre on Public Safety that is specifically attributable to the new residential development, staff calculated the County's population inclusive of the projected Aura at Spotsylvania Towne Centre population in order to determine the per capita costs associated with this public facility. The applicant has proffered to contribute \$138.87 per unit for public safety which is reasonable and legally acceptable based on staff's analysis.

Lastly, Aura at Spotsylvania Towne Centre will have an impact on Chancellor Middle School for which is over capacity, the current enrollment of 866 students exceeds the capacity of 857 students by 9 students. Therefore 4 of the projected middle school students who will reside within the development add to the existing excess capacity and place an additional need for Spotsylvania County Public School facilities. Staff and the applicant have discussed this deficit in the applicant has proffered to contribute \$28,761 for schools which is reasonable and legally acceptable bases on staff's analysis.

- 5. Amenities-** The applicant commits to provide the following indoor amenities, a clubhouse for residents which includes a business center, gym, and gathering spaces. The applicant also commits to provide the following outdoor amenities, artificial turf recreational areas, a swimming pool, cabana and outdoor kitchen.

Staff is supportive of this proffer.

- 6. Pedestrian Crosswalks** – The applicant commits to construct pedestrian crosswalks to adjoining commercial developments.

Staff is supportive of the language as proposed.

III. Staff Analysis

- A. Transportation Analysis** – The proposed development will utilize the existing Towne Centre Boulevard for roadway access which is a multilane private roadway. The development's two entrances to the access road will be unsignalized intersections with three way stop control. The main entrance will also feature separate left and right turn lanes for access to the access road. The development will feature five-foot sidewalk around its

frontage and interior parking areas with crosswalks to the adjacent mall area to promote pedestrian connectivity. The proposed development's trip generation is a little lower than the former SEARS store which occupied the same space and therefore Level of Service improves slightly in the 2022 build scenarios versus the 2022 no build scenarios for each of the four intersections studied.

A VDOT 527 analysis was not required for this project as the trip generation potential was below 5,000 daily trips and a County Traffic Impact Analysis was not required as trip generation potential was below 750 daily trips. VDOT reviewed the project and found the level of improvements sufficient to support the development and minimize impacts on the existing network.

B. Comprehensive Plan – Please find below a summary of the Aura at Spotsylvania Towne Centre project's conformance with each component of the Comprehensive Plan. A complete Comprehensive Plan Analysis can be found in Appendix A.

A. Land Use –The proposed Aura at Spotsylvania Towne Centre multi-family project is consistent with the intent of the Primary Development Boundary; however, presently the Comprehensive Plan does not consider residential use in the location proposed. Therefore, the proposal is inconsistent with the commercial land use designation as envisioned. Staff does note that this project complements and helps to support commercial development in the area and to help give some support to Spotsylvania Towne Center and the Village at Towne Centre. Therefore, staff anticipates that the construction of this proposal would result in a favorable impact. Consumer demands are shifting, and some retailers struggle nationwide which causes mall closures; which in some cases lead to further retail decline and struggle, additional vacancy, negative perceptions and ultimately less foot traffic and financial viability of the area. This project if approved will exchange former commercial space and surface parking lot in commercial zoning for a primarily multi-family residential project. 110,000 sq. ft. of former Sears retail space which closed earlier this year.

1. Transportation –The County's Transportation Engineer concurs that there is no adverse impact to the Level of Service resulting from this project as determined by the Traffic Impact Analysis submitted by the applicant and sidewalk infrastructure will be developed along internal roads providing and interconnected pedestrian friendly network to the Spotsylvania Towne Centre.

2. Public Facilities

a) Public Schools – The Aura at Spotsylvania Towne Centre development is estimated to generate approximately 47 students (20 elementary, 13 middle, and 14 high school students). The students from this development will attend Harrison Road Elementary, Chancellor Middle and Riverbend High Schools. Based on student enrollment as of October 1, 2020 all schools have excess capacity except for Chancellor Middle School which will be over capacity by 4 students. The applicant has committed to a cash contribution to mitigate the impacts of their development

on this facility. Please refer to Section II.C.4 for the complete summary and analysis of the cash contribution.

- b) Fire, Rescue, and Emergency Services (FREM)** – The Aura at Spotsylvania Towne Centre development will be served by Fire and Rescue Station #6, located approximately 1.7 miles from the Development site. The call volume capacity for Fire Station #6 is 2,500 per year; the actual call volume for the station in Fiscal Year 2019 was 3,935, indicating it does not have excess capacity per the Comprehensive Plan’s goal of a maximum call capacity of 2,500 per station. The County Capital Improvements Plan includes an allocation for a new Fire Training and Logistics Center and Company 6 Bunkroom Addition/Renovation, which will serve all County Fires, Rescue, and Emergency Services. The applicant has committed to a cash contribution to mitigate the impacts of their development on these new facilities. Please refer to Section II.C.4 for the complete summary and analysis of the cash contribution.
- c) Sheriff** – For purposes of the Public Facilities Plan, the Level of Service indicator is to maintain a 1: 1,500 ratios of Deputies per capita. The County’s current ratio is 1:1,138 of Deputies per capita which exceeds the Level of Service standard. Consistent with the Code of Virginia, Sec. 15.2-2303.4, the applicant has not offered any proffer to offset the impact of their development on the Sheriff’s office nor is a facility planned.
- d) Solid Waste Collection & Disposal** – The Public Facilities Plan indicates a convenience site’s population should be within five (5) miles of the site. The Aura at Spotsylvania Towne Centre development is approximately 3 miles away from the Chancellor Convenience Center consistent with this requirement. The Chancellor Convenience Center has capacity to remain open until approximately (2083-2085) and is projected to accommodate additional residential development based on population projections. Consistent with the Code of Virginia, Sec. 15.2-2303.4, the applicant has not offered any proffer to offset the impact of their development on Solid Waste Collection.
- e) Water and Sewer Facilities** – The Aura at Spotsylvania Towne Centre development is located within the Primary Development Boundary and will be served by public water and sewer with existing connections in close proximity to the site.
- f) Library Facilities** – For purposes of the Public Facilities Plan, the Level of Service standard for library facilities is 0.3 square foot per capita which equates to a total of 39,603 square feet. The County’s total gross square footage of library facility floor space is 41,800 square which exceeds the Level of Service standard. Library facilities should be within a 10-minute to 15-minute drive with the Primary Development Boundary. The Aura at Spotsylvania Towne Centre development is within walking distance of the Central Rappahannock Regional Library Salem Church Branch which is located in the Spotsylvania Towne Centre.

g) Parks and Recreation Facilities – The Public Facilities Plan sets out a Level of Service standard for parks, open space, and recreation facilities per capita. Currently, the County is not meeting the identified ratio standards for 11 out of 13 recreation services including multi-purpose fields, tennis courts, playgrounds horseshoes, community centers, swimming pools indoor recreation centers, trails, passive recreation space, golf, and public meeting space. The projected population for the Aura at Spotsylvania Towne Centre development will have an impact on these facilities. The applicant has proffered a cash contribution to offset the impact of their development on Parks and Recreation Facilities; however, since the submission of the applicant’s proposal the Capital Improvements projects associated with Parks and Recreation has been completed. The applicant will revise the proffer document to reflect this change.

3. Historic Resources – The Virginia Department of Historic Resources Cultural Resource Information Service (VCRIS) and Department of Conservation and Recreation’s Natural Heritage Data Explorer Cultural Resource Preservation Index systems were consulted to determine likelihood of significant historic/cultural resources onsite. Results of the Study found no civil war earthworks or cemeteries.

4. Natural Resources – This rezoning request is not expected to negatively impact any sensitive environmental resources. Project development will be subject to regulatory protections concerning environmental quality. The 0.72 acres of open space will be used for amenities to include passive recreation.

I. Findings

In Favor:

- A.** The Aura at Spotsylvania Towne Centre proposal project complements and helps to support commercial development in the area and to Spotsylvania Towne Center and the Village at Towne Centre.
- B.** The proposal comports with this idea of contributing to the mix of units in support of a growing diverse housing stock to accommodate housing needs for all stages of life and affordability.
- C.** This project is consistent with the intent of the Primary Development Boundary, as it provides for more dense development.
- D.** The County’s model projects a positive annual fiscal benefit at build out.
- E.** The overall trip generation from the site is anticipated to decrease based on the trip generation of the existing uses compared to that of the proposed use.
- F.** The proposed project will not decrease Levels of Service on the transportation network.
- G.** The applicant has proffered cash contributions to mitigate the impacts of the development on public safety.

Against:

- A. The proposal is inconsistent with the strict definition of commercial land use designation in the current Comprehensive Plan.
- B. The proposed development will add additional call volume to Fire & Rescue Station #6, which is currently over capacity. The applicant has committed to a cash proffer to mitigate this impact.
- C. The proposed development will generate approximately 14 additional middle school students for Chancellor Middle School, which is currently over capacity. The applicant has committed to a cash proffer to mitigate this impact.

II. Conclusions & Recommendations

The Comprehensive Plan Guiding Principles and Policies support a diverse housing inventory that can accommodate the housing needs for all stages of life. And although the proposal is inconsistent with the strict commercial land use designation as defined, the residential component of the project is expected to complement and help support nearby retailers, restaurants and entertainment venues associated with the mall and Towne Centre development, providing an infusion of nearby residents in a walkable mixed use setting. Therefore, staff anticipates that the construction of this proposal would result in a favorable impact. Consumer demands are shifting, and some retailers struggle nationwide which causes mall closures, which in some cases lead to further retail decline and struggle, additional vacancy, negative perceptions and ultimately less foot traffic and financial viability of the area. This project if approved will exchange former commercial space and surface parking lot in commercial zoning for a primarily multi-family residential project. 110,000 sq. ft. of former Sears retail space which closed earlier this year. Staff also notes that this proposal is anticipated to yield a positive fiscal impact and decrease the trips generated from the site with the decrease in 110 square feet of retail space. Lastly, although the applicant has not offered any contribution to mitigate the impacts on the schools the applicant has proffered cash contributions to mitigate the development impacts on public safety, parks and recreation. Based on the Findings in Favor and reasons noted in the conclusion, Staff recommends approval of the rezoning request with the proffer document dated October 1, 2020.

Potsylvania County Government

Appendix A

Comprehensive Plan Analysis

Spotsylvania County Comprehensive Plan Analysis

Overview

The Spotsylvania County Comprehensive Plan presents a long range land use vision for the County. The Comprehensive Plan sets forth principles, goals, policies, and implementation techniques that will guide the development activity within the County and promote, preserve, and protect the health, safety, and general welfare of its citizens. Specifically, the Plan provides data and analysis on land use, transportation, housing, natural and historic resources, and public facilities and utilities. The purpose of this document is not to regulate, but rather guide land use, transportation, and infrastructure decisions. This guidance seeks to ensure continued economic and community vitality while ensuring necessary policies and infrastructure are in place to provide for the continuation of quality services to Spotsylvania's residents and businesses.

The Aura at Spotsylvania Towne Center proposed rezoning would reclassify the project area from Commercial 2 (C-2) to Mixed Use 4 (MU-4) zoning to result in 271 multi-family units and 500 sq. ft. of commercial space in close proximity to the Spotsylvania Towne Center. The residential component of the project is expected to complement and help support nearby retailers and restaurants associated with the mall and Towne Centre development, providing an infusion of nearby residents in a walkable mixed use setting. From the applicant's perspective, and as can be seen throughout the Country, malls and former mall sites are better positioned to diversify the land uses onsite, adding uses such as hotels and residential developments as a complement to nearby retailers. Malls have been struggling nationally due to shifts in the retail landscape, buyer behavior, and emergence of online retailing.

The proposal is located within the Primary Development Boundary. The Primary Development Boundary defines the area within which public water and sewer utilities will be provided. The Primary Development Boundary is shown on the Future Land Use Map of the Comprehensive Plan. Land within the boundary is intended to develop with higher residential densities and more intensive non- residential uses than outside of the boundary. By maintaining a Primary Development Boundary, the County encourages the most efficient use of the land while preserving the rural character. The proposed Aura at Spotsylvania Towne Centre multi-family project is consistent with the intent of the Primary Development Boundary.

At present the Comprehensive Plan does not consider residential use in the location proposed. Per the Comprehensive Plan future land use map, the project is located within a commercial land use area. As per the Comprehensive Plan Land Use Element, the commercial land use designation *consists of a variety of retail and office uses, examples of which include, but are not limited to: medical facilities, shopping centers, restaurants, automobile service and sales facilities, and similar uses.* Aside from the 500 sq ft of commercial space proposed, the project as proposed does not meet the intent of the commercial land use designation. Staff does acknowledge however that projects such as these help complement commercial development by adding potential customers nearby. Given the extent of commercial development in and around the Spotsylvania Towne Center, this residential heavy project is clearly subordinate to the overwhelming commercial character and uses already established in the area. This project does exchange former commercial space and surface parking lot in commercial zoning for a primarily multi-family residential project. 110,000 sq ft of former Sears retail space (now demolished). The Sears at Spotsylvania Towne Centre was set to close on February 2, 2020. Per Mall representatives, *based on current market demand there are no other users seeking 110k (sqft) retail. As can be seen with many examples nationwide, loss of large anchor tenants and dark empty spaces within malls lead to perceptions*

that the mall is “dead” or “dying”. Foot traffic wanes. Per mall representatives, there isn’t a lot of foot traffic during the weekdays. Overall sales volumes are actually quite strong for the national tenants, but this points to the perception of prospects. If you include the existence of a “dark box” (whether or not it directly impacts sales of the other tenants), it becomes difficult to lease to new tenants or retain existing ones over the estimated three years it could take to find a replacement. This ultimately results in increased vacancy. We have seen this in a number of our markets where we have lost an anchor. These are a verifiable chain of events seen in many malls throughout the Country.

Staff believes removal of the former Sears store and introduction of the project proposed will ultimately enhance visibility and wayfinding to the Village at Towne Centre, a 370,000 sq ft “lifestyle center” most recently constructed on the mall footprint. At four stories in height, the added vertical element will also enhance the prominence of the Village in relation to the mall. With the majority of customers coming via the Route 3 corridor to the mall, the mall itself acts as a wall or blocks visibility, ease of access, and wayfinding to the village portion of the commercial/retail center. It is good to note that in 2016, under special use permit Case SUP16-0004, wayfinding to the Village at Towne Center had been raised as an issue at that time to result in the proposed enhanced signage plan there (approved November 4, 2016). Per applicant narrative in 2016, *there are two blatant issues with The Village that this amendment request seeks to alleviate. The first issue is tenant awareness. Many local people and visitors are unaware of the shops and restaurants inside the Village. Much of this is due to the placement of the Towne Center at the back of the mall and the internal facing direction of the storefronts. The second issue is general traffic. There are many visitors to the mall daily that go directly to the mall interior, the anchor store of Costco, or the movie theater on the backside. After their primary visit they tend to exit the mall without visiting the Village. Without visiting, there is no opportunity for impulse purchases or new customer acquisition. Much of these issues are due to the way traffic flow is directed around the outside of the Village.*

This proposal is inconsistent with the commercial land use designation as envisioned. However, staff believes this project will complement and help support commercial development in the area to help give some strength to Spotsylvania Towne Center and the Village at Towne Centre. The result is more favorable than “holding the line” on prior established retail/ commercial expectations during an era of consumer demand shifts and retailer struggles nationwide, mall closures and demolitions. Expecting the same may lead to further retail decline and struggle, additional vacancy, negative perceptions and ultimately less foot traffic and financial viability of the area.

After conducting an analysis of applicable Comprehensive Plan Goals, staff has identified application strengths, deficiencies, and policy concerns worthy of consideration as outlined in the Comprehensive Plan policy analysis below:

Introduction and Vision:

Guiding Principles and Policies A. Spotsylvania County is a “business friendly” community and local job creation is a priority. This project will help diversify the land use mix associated with the Spotsylvania Towne Centre and Village at Towne Centre and is expected to add consumers and pedestrian activity to support existing commercial space in the nearby area. The proposal is business friendly, helping support tradesmen and suppliers throughout the construction phase. Following construction once occupancy occurs, additional residents in the area inevitably will help support commerce demand for goods and services, supporting business and employment. 500 sq ft of commercial space is also proposed. The applicant supplied Fiscal Impact Analysis

estimates one-time construction impacts of 226 direct, and 162 indirect jobs. Permanent employment impacts result in an equivalent 2.28 jobs (1.63 direct, 0.65 indirect).

Staff notes that the proposed rezoning to Mixed Use 4 (MU-4) does result in a loss of Commercial 2 (C-2) zoned land. This land was formerly occupied by a now demolished Sears store footprint and surface parking. As a land use consideration, the primarily residential proposal would result in a place of residence for employees locally, potential home occupations, and the associated economic “spin off” to local businesses resulting from increased demands in the market. The proposal also supports onsite project management and maintenance staffing.

Guiding Principles and Policies B. Spotsylvania County is fiscally sustainable. Guiding Principles and Policies B.2. Development projects seeking increased residential density and/or non-residential intensity should address impacts that are specifically attributable to the proposed development. The applicant provided fiscal impact analysis suggests this project will offset its costs to the County after build out. The fiscal impact analysis finds the project will be fiscally positive approximately \$39,079 annually following build-out. The County model is more favorable and estimates at build out the project will have a positive fiscal impact of approximately \$165,000 annually.

Guiding Principles and Policies B.3. Development projects seeking increased residential density and/or non-residential intensity should address its impacts on the infrastructure of the county. The proposal considers and mitigates impacts upon public facility demands and public infrastructure specifically attributable to the proposed development within the parameters established in VA Code Sec. 15.2-2303.4.

Guiding Principles and Policies B.3.a. The County should support alternative onsite transportation alternatives and recreational options such as transit, pedestrian and bicycle facilities that are able to, or will, connect to neighboring properties. As depicted on the Generalized Development Plan, sidewalk infrastructure will be developed along internal roads providing an interconnected pedestrian friendly network about the project area with linkages to nearby sidewalk infrastructure, uses, and development. This project expands the pedestrian network in proximity to the Village at Towne Center and is expected to enhance walkability and foot traffic in the area with introduction of new permanent residents nearby. FRED Bus operates Route S1 in the area with a stop at Spotsylvania Towne Centre. Per County Transportation, there is a shelter and bus stop in the front of the mall at the entrance that leads to the food court besides the former Sears location. There is also a bus stop in the rear adjacent to the movie theatre. The project is reasonably sited for access to both FRED locations.

Guiding Principles and Policies B.4. Preserve significant natural, historic, and cultural resources of the County to ensure the continued allure of the County as a tourism destination. There are no expected negative impacts to significant natural, historic, or cultural resources. This is a heavily developed area. The project footprint is proposed to be located upon existing paved parking areas and upon land occupied by former retail space associated with Spotsylvania Towne Centre.

Guiding Principles and Policies C. Spotsylvania County is a family friendly community. Guiding Principles and Policies C.1. The County should support a diverse housing inventory, providing a mix of units that can accommodate housing needs for all stages of life. This would involve a range of housing from affordable units for young families just entering the housing market in the form of condominiums, townhouses, and small single family homes to larger homes, and active adult and assisted care facilities. Guiding Principles and Policies C.2. The County should support mixed use communities with varied housing types, civic buildings,

shops, and active and passive recreation opportunities. The Proposal complements goals to provide a mix of units in support of growing a diverse housing stock to accommodate housing needs for all stages of life and affordability. Per the project narrative, rental rates are expected to range between \$1,300 and \$2,000/mo. With unit sizes ranging between 845 and 1,356 sq ft. The applicant has proffered to phase recreational amenities associated with the project tied to the certificate of occupancy for the first multi-family building, including the clubhouse for residents business center, gym and gathering spaces. Prior to the second building occupancy permit, the project will have added an artificial turf recreational area, pool, cabana, outdoor kitchen. Corresponding to the issuance of the last certificate of occupancy, the applicant has proffered pedestrian crosswalks to adjoining commercial developments. Staff expects this last proffer to be beneficial to the applicant and Spotsylvania Towne Centre as a whole because it promotes safe walkability.

Guiding Principles and Policies E.1. Protect environmental quality by promoting a comprehensive approach to air and water quality management. Examples of approaches to accomplish this could include: green space and tree preservation, stream restoration, and low impact development (LID). This rezoning request is not expected to negatively impact any sensitive environmental resources. Project development will be subject to regulatory protections concerning environmental quality. This project is expected to result in additional vegetation and open space than is now located within the project footprint.

Land Use:

Future Land Use Map Designation. This proposal is inconsistent with the commercial land use designation as envisioned. However, staff believes this project will complement and help support commercial development in the area to help give some strength to Spotsylvania Towne Center and the Village at Towne Centre. The result is more favorable than “holding the line” on prior established retail/ commercial expectations during an era of consumer demand shifts and retailer struggles nationwide, mall closures and demolitions. Expecting the same may lead to further retail decline and struggle, additional vacancy, negative perceptions and ultimately less foot traffic and financial viability of the area.

Land Use Policies Applicable to All Land Uses 1. Rezoning proposals should address impacts that are specifically attributable to the development. The proposal considers and mitigates impacts upon public facility demands and public infrastructure specifically attributable to the proposed development within the parameters established in VA Code Sec. 15.2-2303.4.

Land Use Policies Applicable to All Land Uses 8. Redevelopment and investment in existing developed areas should be encouraged provided that the development does not adversely impact adjoining properties. This project complements existing and planned development patterns in the area and is not expected to have an adverse impact on adjoining properties.

Commercial Land Use Policies 1. Street patterns for new development should follow an interconnected network to reduce congestion and provide routing alternatives for local traffic. Commercial Land Use Policies 2. New development should provide interparcel connections to adjoining properties, where appropriate, and should connect to existing interparcel access points. This project is overwhelmingly residential with a small commercial component. However, the proposed street layout does complement this commercial land use goal, fitting well within the transportation infrastructure already established within the Spotsylvania Towne Center and Village “campus”.

Commercial Land Use Policies 3. Sidewalks and paths between commercial and office buildings and through parking lots should be provided to ensure safe pedestrian routes and,

when possible, connect to FRED bus routes. This project is expected to enhance the walkability of the eastern side of the Spotsylvania Towne Centre and Village with outward connections (crosswalks) also proffered to occur with the development. Per County Transportation, there is a shelter and bus stop in the front of the mall at the entrance that leads to the food court besides the former Sears location. There is also a bus stop in the rear adjacent to the movie theatre. There is also a bus stop in the rear adjacent to the movie theatre. The project is reasonably sited for access to both FRED locations.

Commercial Land Use Policies 6. Encourage the retention and expansion of existing business operations, as well as the attraction of new businesses and investment. At present the Comprehensive Plan does not consider residential in the location proposed. Per the Comprehensive Plan future land use map, the project is located within a commercial land use area. As per the Comprehensive Plan Land Use Element, the commercial land use designation *consists of a variety of retail and office uses, examples of which include, but are not limited to: medical facilities, shopping centers, restaurants, automobile service and sales facilities, and similar uses.* Aside from the 500 sq ft of commercial space proposed, the project as proposed does not meet the intent of the commercial land use designation. Staff does acknowledge that projects such as these do help complement commercial development by adding potential customers nearby. Given the extent of commercial development in and around the Spotsylvania Towne Center, this residential heavy project is clearly subordinate to the overwhelming commercial character and uses already established in the area. This project does exchange former commercial space for multi-family residential space overall. 110,000 sq ft of former Sears retail space has been demolished. The Sears at Spotsylvania Towne Centre was set to close on February 2, 2020. Per Mall representatives, *based on current market demand there are no other users seeking 110k (sqft) retail. As can be seen with many examples nationwide, loss of large anchor tenants and dark empty spaces within malls lead to perceptions that the mall is “dead” or “dying”. Foot traffic wanes. Per mall representatives, there isn’t a lot of foot traffic during the weekdays. Overall sales volumes are actually quite strong for the national tenants, but this points to the perception of prospects. If you include the existence of a “dark box” (whether or not it directly impacts sales of the other tenants), it becomes difficult to lease to new tenants or retain existing ones over the estimated three years it could take to find a replacement. This ultimately results in increased vacancy. We have seen this in a number of our markets where we have lost an anchor.* These are a verifiable chain of events seen in many malls throughout the Country.

Staff believes removal of the former Sears store and introduction of the project proposed will ultimately enhance visibility and wayfinding to the Village at Towne Centre, a 370,000 sq ft “lifestyle center” most recently constructed on the mall footprint. At four stories in height, the added vertical element will also enhance the prominence of the Village in relation to the mall. With the majority of customers coming via the Route 3 corridor to the mall, the mall itself acts as a wall or blocks visibility, ease of access, and wayfinding to the village portion of the commercial/retail center. Its good to note that in 2016, under special use permit Case SUP16-0004, wayfinding to the Village at Towne Center had been raised as an issue at that time to result in the proposed enhanced signage plan there (approved November 4, 2016). Per applicant narrative in 2016, *there are two blatant issues with The Village that this amendment request seeks to alleviate. The first issue is tenant awareness. Many local people and visitors are unaware of the shops and restaurants inside the Village. Much of this is due to the placement of the Towne Center at the back of the mall and the internal facing direction of the storefronts. The second issue is general traffic. There are many visitors to the mall daily that go directly to the mall interior, the anchor*

store of Costco, or the movie theater on the backside. After their primary visit they tend to exit the mall without visiting the Village. Without visiting, there is no opportunity for impulse purchases or new customer acquisition. Much of these issues are due to the way traffic flow is directed around the outside of the Village.

Transportation:

Transportation Policy 1, Strategy 1. Achieve no less than a “D” Peak Hour Level of Service on 90% of County secondary roads within the Primary Development Boundary as shown in the Thoroughfare Plan. In the Primary Settlement District, levels of service are lower to encourage development and redevelopment to densities and intensities that maximize use of the existing infrastructure. Transportation Policy #2. Ensure that new development does not degrade Levels of Service and mitigates its impact on the transportation network. Per County Transportation review, *the number of trips generated by the new development is about the same as the SEARS which used to be there so there is not significant impact on LOS.*

Transportation Policy 2, Strategy 5. The County should support alternative onsite transportation alternatives and recreational options such as transit, pedestrian and bicycle facilities that are able to, or will, connect to neighboring properties. Transportation Policy #3. Promote alternative modes of transportation and multi-modal facilities to more effectively address demands on the transportation network. This project is expected to enhance the walkability of the eastern side of the Spotsylvania Towne Centre and Village with outward connections (crosswalks) also proffered to occur with the development. Per County Transportation, there is a shelter and bus stop in the front of the mall at the entrance that leads to the food court besides the former Sears location. There is also a bus stop in the rear adjacent to the movie theatre. There is also a bus stop in the rear adjacent to the movie theatre. The project is reasonably sited for access to both FRED locations.

Historic Resources:

Historic Resources Policy 1. Encourage and promote the voluntary protection and preservation of scenic, historic, cultural, architectural, and archaeological resources.

Historic Resources Policy 1, Strategy 2. Support the preservation of resources with local, state, or national significance. There are no expected negative impacts to significant natural, historic, or cultural resources. This is a heavily developed area. The project footprint is proposed to be located upon existing paved parking areas and upon land occupied by former retail space associated with Spotsylvania Towne Centre.

Natural Resources:

Natural Resources Policy 1. Balance the protection of environmental resources and natural wildlife habitats with development. Natural Resources Policy 1, Strategy 1. The County should support the mitigation of impacts upon unique and/ or endangered resources including rare species and their habitats. There are no expected negative impacts to significant natural, historic, or cultural resources.

Natural Resources Policy 1, Strategy 3. Encourage land development practices, which minimize impervious cover to promote groundwater recharge, and/ or tree preservation. This rezoning request is not expected to negatively impact any sensitive environmental resources. Project development will be subject to regulatory protections concerning environmental quality. This project is expected to result in additional vegetation and open space than is now located within the project footprint.

VOLUNTARY PROFFER STATEMENT

Applicant: Bonaventure Investments, LLC (“Applicant”)
104 Hume Avenue, Alexandria, Virginia 22301

Owner: Spotsylvania Mall Company (“Owner”)
5577 Youngstown Warren Road, Niles, OH 44446

Representative: Charles W. Payne, Jr., Hirschler Fleischer;
725 Jackson Street, Ste 200, Fredericksburg, VA 22401;
Phone: (540) 604-2108; Fax (540) 604-2101;
Email: cpayne@hirschlerlaw.com

Project Name: “Aura at Spotsylvania Towne Centre” (“Project”)

Property: Spotsylvania County Tax Parcel 13-A-107, consisting of approximately 110.74 acres, 4.82 acres of which are subject to this rezoning application, known as 100 Spotsylvania Mall Drive (collectively, the “Property”)

Date: December 7, 2020

GDP: Generalized Development Plan, entitled “Aura at Spotsylvania Towne Centre”, prepared by Fairbanks & Franklin, dated July 30, 2019, last revised March 4, 2020, attached hereto as Exhibit A (“GDP”)

Rezoning Request: From C-2 to MU-4

Rezoning File No.: R19-0013

I. General Information

The Applicant and Owner, their respective successors and assigns, hereby agree that the development of the Property, subsequent to approval of the rezoning application to which these proffers are attached, will be in conformance with the GDP and the following proffered conditions (“Proffers”) pursuant to Sections 15.2-2303 and 15.2-2303.4, et al. of the Code of Virginia (1950, as amended), and Section 23-4.6.3, et al. of the Zoning Ordinance of Spotsylvania County (1995, as amended). The Proffers are the only conditions offered in this rezoning application. The Proffers will be effective upon Spotsylvania County’s (“County”) full and final approval of rezoning application R19-0013 to reclassify the Property from C-2 to MU-4 to allow for the development of a mixed use development containing no more than 271 residential multifamily units (“MF Units”) plus certain commercial uses noted more particularly below. Any prior proffers affecting the Property, whether of record or not, are hereby superseded by these Proffers, and thus are void and of no further force and effect upon said approval.

II. Land Use

- A. **General Development.** The Property will be developed in conformance with the GDP. Notwithstanding the foregoing, all parcel lines, parcel and lot sizes, building envelopes, building or unit sizes, public road locations, private driveway and travelway locations, waste facilities, parking areas, utility locations, storm water management facilities, amenities, and dimensions of undeveloped areas shown on the GDP may be reasonably adjusted for purposes of the final site or subdivision plans to allow full compliance with the requirements of state and federal agency regulations including, but not limited to, DHR, VDOT, DEQ, DCR, Army Corps., etc., and the County's Zoning Ordinance, Subdivision Ordinance, and Design Standards Manual. Notwithstanding the foregoing, any material adjustments to the GDP shall be subject to the approval of the County's Zoning Administrator, and in no event shall approved adjustments to the GDP relieve the Applicant and Owner from providing any of the Proffers.
- B. **Use.** The Property shall be developed solely for purposes of developing a mixed use development under the County's MU-4 zoning district to include the following uses:
- (i) "Alternative Mixed Use Design Standards": As authorized under the County's Zoning Ordinance Sections 23-6.28.4(m), the Project includes alternative mixed use design standards ("Alternative Standards"). Specifically, the Project includes alternative standards modifying County Zoning Ordinance Sections 23-6.28.4(a)(6). The Alternative Standards govern the development of certain portions of the Project and are more particularly described on the attached Exhibit B and the GDP; and
 - (ii) two (2), four (4) story multifamily buildings, containing no more than 271 MF Units; and
 - (iii) at least 500 square feet of retail, restaurant or other commercial uses permitted under the MU-4 zoning district within one (1) of the multifamily buildings to be located on the first floor of the same, as depicted on the GDP (collectively with (i) above, the "Project"). Notwithstanding the foregoing, the following MU-4 uses shall be prohibited from being developed on the Property:
 - Dwelling, attached
 - Dwelling, townhouse
 - Assisted living facility
 - Convent, monastery, seminary and nunnery
 - Dormitory, fraternity or sorority house, rooming/boardinghouse or other residence hall
 - Nursing home
 - Civic, social or fraternal facility
 - Community center

- Cultural center, museum or similar facility
- Place of worship
- Public school
- Private school
- Quasi-public park, playground, community center, athletic fields and related facilities
- Religious retreat facility
- Adult day care center
- Amusement arcade
- Animal shelter
- Antique shop
- Auction establishment
- Billiard, pool hall
- Garden center
- Hospital
- Open air market
- Theater
- Veterinary hospital/service
- Bed and breakfast I
- Bed and breakfast II
- Hotel, motel
- Miniature golf
- Contractors office and shop
- Industrial/flex
- Repair service establishment
- Scientific research and development establishment
- Wholesale trade establishment
- Bus station/depot/terminal
- Fuel dispensing service
- Parking, commercial off-street surface parking
- Parking, structure off-street facility
- Railroad station/depot/terminal
- Vehicle service establishment, light
- Vehicle sale, rental and ancillary service establishment, small scale
- Vehicle sale, rental and ancillary service establishment, large scale
- Civic and sports arena
- College or university
- Public utility, light
- Equestrian event facility
- Funeral home
- Warehouse
- Helistop
- Vehicle service establishment, major

C. **General Architectural Features.**

(1) The general design, architectural features, materials and improvements for the Project will be as depicted on the attached architectural rendering marked as Exhibit C, dated July 3, 2019, titled “Aura at Spotsylvania Towne Center”, prepared by J. Price Architecture, Inc.

(2) The materials for the Project will include the following: architectural fiberglass shingles; cementitious lap, panel and vertical siding; modular brick veneer; architectural vinyl window systems; storefront system; standing seam metal roof; and fabric awning; or materials substantially similar in look and quality which may be substituted at the construction stage of development if any of the aforesaid materials are no longer manufactured, produced or available as confirmed by the County’s zoning administrator.

III. **Cash Proffers**

A. The following cash Proffers will be provided to mitigate the Project’s impacts. Cash Proffers are applicable to all MF Units and will total in the aggregate \$66,395.00. All cash proffers will be paid on a per unit basis (\$66,395.00 divided by 271 Units = \$245.00 per unit). Proffers will be paid after the final inspection and before the County’s approval of any certificate of occupancy for each building in which the MF Units are constructed.

CASH AND IN-KIND PROFFERS					
	SF Detached	SF Attached	Multi-Family	Age-Restricted	TOTAL
Per Unit Cash Proffer	\$0 x 0	\$0 x 0	\$245.00 x 271	\$0 x 0	
TOTAL	\$0	\$0	\$66,395.00	\$0	\$66,395.00
LUMP SUM AND IN-KIND CONTRIBUTIONS					
PUBLIC FACILITY CATEGORY					TOTAL VALUE
Schools	\$0.00 cash per Unit to Schools				\$0.00
Public Safety	\$138.87 cash per Unit to Public Safety				\$37,633.77
Transportation	\$0.00 cash per Unit to Transportation				\$0.00
Parks & Rec.	\$106.13 cash per Unit to Parks & Rec.				\$28,761.23
TOTAL CASH & IN KIND PROFFER VALUE					\$66,395.00

PROFFERED PHASING AND TIMING	
Phase or Contribution/Dedication	Timing
<i>Cash Contributions to Public Safety</i>	After the final inspection and before the County's approval of any certificate of occupancy for each building in which the MF Units are constructed.
<i>Cash Contributions to Parks & Recreation</i>	After the final inspection and before the County's approval of any certificate of occupancy for each building in which the MF Units are constructed.

- B. Escalation Clause. Commencing five (5) years after the approval of this rezoning application, the cash Proffers for each residential unit shall be adjusted annually on January 1 to reflect any increase for the preceding year in the Consumer Price Index, U.S. City Average, All Urban Consumers (the "CPI-U") prepared and reported monthly by the U.S. Bureau of Labor Statistics of the United States Department of Labor. The adjustment shall be made by multiplying the Cash Contributions for the preceding year by the CPI-U as of December 1st in the preceding year. If the CPI-U is discontinued by the United States Department of Labor, the Marshall and Swift Building Cost Index formula shall be used as defined by Section 15.2.2303.3b of the Code of Virginia.

IV. Additional Proffers

- A. The following amenities shall be provided for purposes of the Project, prior to the issuance of the certificate of occupancy for the first MF building: clubhouse for residents which includes a business center, gym and gathering spaces; and prior to the issuance of the certificate of occupancy for the second MF building an artificial turf recreational area; pool, cabana and outdoor kitchen, all as shown on the GDP.
- B. Prior to the issuance of the certificate of occupancy for the last MF Unit, pedestrian crosswalks to adjoining commercial developments shall be provided, as shown on the GDP.
- C. In addition to the above referenced cash proffers, the Applicant agrees to pay the sum of \$28,761.00 toward Schools ("Additional Cash Proffer"). The Additional Cash Proffer will be paid prior to the issuance of the first certificate of occupancy permit.

[AUTHORIZED SIGNATURES TO FOLLOW]

The Applicant and Owner makes these Proffers voluntarily, in support of their rezoning application.

WITNESS the following signatures:

APPLICANT:

Bonaventure Investments, LLC, a
Virginia limited liability company

By: 
Dwight D. Dunton, III, Manager

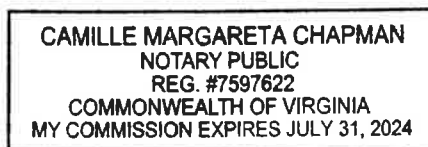
Date: 12-7-20

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Alexandria

The foregoing was subscribed, sworn to and acknowledged before me this 7 day of December, 2020, by Dwight D. Dunton, III, Manager of Bonaventure Investments, LLC, a Virginia limited liability company, on behalf of said company.


Notary Public

Print Name: Camille Margareta Chapman
My Commission Expires: July 31, 2024
Registration No. 7597622
[SEAL]



OWNER:

Spotsylvania Mall Company,
a general partnership

By: Anthony M. Cafaro Jr.
Anthony M. Cafaro Jr., Authorized Agent

Date: December 8, 2020

COMMONWEALTH/STATE OF Ohio
CITY/COUNTY OF Trumbull

The foregoing was subscribed, sworn to and acknowledged before me this 8th day of December, 2020, by Anthony M. Cafaro Jr., Authorized Agent of Spotsylvania Mall Company, a general partnership, on behalf of said partnership.

Cassidy Nicholson
Notary Public

Print Name: Cassidy Nicholson
My Commission Expires: 4/18/2021
Registration No. _____



CASSIDY NICHOLSON
Notary Public - State of Ohio
Commission Expires April 18, 2021

EXHIBIT A

Generalized Development Plan

EXHIBIT B

Alternative Design Standards

ORDINANCE / CODE SECTION	REQUESTED ALTERNATIVE DESIGN STANDARD / MODIFICATION
ZONING ORDINANCE SECTION 23-6.28.4 (DEVELOPMENT STANDARDS) (a) BUILDING TYPES (6) MIXED USE BUILDING	THIS SECTION REQUIRES MIXED USE BUILDINGS TO BE USED PRIMARILY FOR GROUND FLOOR COMMERCIAL USES WITH UPPER-STORY RESIDENTIAL OR OFFICE USES. THE APPLICANT AND OWNER HAVE MODIFIED THIS REQUIREMENT TO ALLOW LESS THAN 51% OF THE GROUND FLOOR IN A MIXED USE BUILDING TO BE COMMERCIAL SPACE.

13010160.1 040854.00001

Exhibit B



Materials:

1. Architectural Fiberglass Shingles
2. Cementitious Lap Siding
3. Cementitious Panel Siding
4. Cementitious Vertical Siding
5. Modular Brick Veneer
6. Architectural Vinyl Window Systems
7. Storefront System
8. Standing Seam Metal Roof
9. Fabric Awning

Material Legend:

	Architectural Fiberglass Shingles on 30 LB felt Color: "Slate Gray"		Cementitious Panel Stucco Face with Metal Reveals
	Brick Veneer Glen-Gery, Sperryville Modular Size		Cementitious Lap Siding
	Brick Veneer Glen-Gery, Plymouth Modular Size		Cementitious Vertical Siding

A New Multi-Family Project for:

Aura at Spotsylvania Towne Center

July 3, 2019





**REZONING
APPLICATION**
(Please type or
print)

07/01/2019

Date: _____	Case: _____	
110-0000-316-16-08 (395)	Mailing	\$ 33.00
110-0000-316-16-08 (395)	Planning	\$ 11,650.00
110-0000-316-16-10 (334)	GIS	\$ 190.00
260-0000-313-03-45	Zoning	\$ 605.00
260-0000-318-99-14	Intake	\$ 65.00
	Process Fee	
	Total Filing Fee:	\$12,543.00

Bonaventure Investments, LLC
Applicant's Name
104 Hume Avenue
Applicant's Address
Alexandria, VA 22301
City, State, Zip Code
jeremy.moss@bonaventure.com
Applicant's E-mail Address
703-373-0906
Applicant's Telephone No.

Charles W. Payne, Jr.
Agent's Name (Point of Contact for Application)
725 Jackson Street, Suite 200
Agent's Address
Fredericksburg, VA 22401
City, State, Zip Code
cpayne@hirschlerlaw.com
Agent's E-mail Address
540-604-2108
Agent's Telephone No.

Property Owner Information:

Spotsylvania Mall Company
Name

**If Applicant is not the owner, attach
documentation of owner's consent**

5577 Youngstown Warren Road Niles, OH 44446 330-747-2661
Address City, State, Zip Code Telephone No.

Parcel Location: 3102 Plank Road, along Towne Centre Boulevard

Tax Map Parcel Number: 13-A-107 (part) Acreage: 110.74 acres

Current Zoning: C-2 Acreage in Request: 4.82 acres

Proposed Zoning: MU-4 Overlay District: HCOD & Airport Protection

Proposed Use: Mixed use community containing no more than 271 multi-family units plus commercial uses

To: The Board of Supervisors of Spotsylvania County, Virginia. The above named Applicant(s) hereby petition(s) for the approval indicated above for the described property and as shown on the attached materials made a part of this Application.

I hereby certify by my signature below that I am the owner of record of the named property or that I am authorized to act on behalf of all the owners of record of the named property to execute this application. I further certify that all information I have provided thereon is complete and accurate. I agree on behalf of myself and all owners to conform to the Zoning Ordinance, Subdivision Ordinance, Virginia Uniform Statewide Building Code, Erosion Ordinance, Chesapeake Bay Preservation Ordinance, the Water and Sewer Construction Specifications of Spotsylvania County, and all other applicable laws and regulations of this jurisdiction.

By: [Signature] 10/17/19 Dwight D. Dunton, III, Manager
Signature of Owner (or Agent with POA*) Date Print Name
Spotsylvania Mall Company

By: _____
Signature of Owner (or Agent with POA*) Date Print Name

**I have read this Application, understand its intent and freely consent to its filing. Furthermore, I have the power to authorize and hereby grant permission for Spotsylvania County Officials and other authorized government agents on official business to enter the property to process this Application.*



**REZONING
APPLICATION**
(Please type or
print)

07/01/2019

Date: _____ Case: _____

110-0000-316-16-08 (395)	Mailing	\$ 33.00
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	Process Fee	
	Total Filing Fee:	\$12,543.00

Bonaventure Investments, LLC
Applicant's Name
104 Hume Avenue
Applicant's Address
Alexandria, VA 22301
City, State, Zip Code
jeremy.moss@bonaventure.com
Applicant's E-mail Address
703-373-0906
Applicant's Telephone No.

Charles W. Payne, Jr.
Agent's Name (Point of Contact for Application)
725 Jackson Street, Suite 200
Agent's Address
Fredericksburg, VA 22401
City, State, Zip Code
cpayne@hirschlerlaw.com
Agent's E-mail Address
540-604-2108
Agent's Telephone No.

Property Owner Information:

Spotsylvania Mall Company
Name

**If Applicant is not the owner, attach
documentation of owner's consent**

5577 Youngstown Warren Road Niles, OH 44446 330-747-2661
Address City, State, Zip Code Telephone No.

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Bonaventure Investments, LLC

By: _____ Dwight D. Dunton, III, Manager
Signature of Owner (or Agent with POA*) Date Print Name
Spotsylvania Mall Company

By: Anthony Cefaro Jr. 10-17-19 Anthony Cefaro Jr., Authorized Agent
Signature of Owner (or Agent with POA*) Date Print Name

*I have read this Application, understand its intent and freely consent to its filing. Furthermore, I have the power to authorize and hereby grant permission for Spotsylvania County Officials and other authorized government agents on official business to enter the property to process this Application.

GENERALIZED DEVELOPMENT PLAN - NARRATIVE

Applicant: Bonaventure Investments, LLC
104 Hume Avenue, Alexandria, Virginia 22301

Applicant/Owner: Spotsylvania Mall Company
5577 Youngstown Warren Road, Niles, OH 44446

**** (Applicant & Applicant/Owner are hereafter known as the “Applicant”) ****

Representative: Charles W. Payne, Jr., Hirschler Fleischer;
725 Jackson Street, Ste 200, Fredericksburg, VA 22401;
Phone: (540) 604-2108; Fax (540) 604-2101;
Email: cpayne@hirschlerlaw.com

Project Name: “Aura at Spotsylvania Towne Centre”

Property: Spotsylvania County Tax Parcel 13-A-107, consisting of approximately 110.74 acres, 4.82 acres of which are subject to this rezoning application, known as 100 Spotsylvania Mall Drive (collectively, the “Property”)

Date: January 22, 2020

GDP: Generalized Development Plan, entitled “Aura at Spotsylvania Towne Centre”, prepared by Fairbanks & Franklin, dated July 30, 2019, as last revised, attached hereto as Exhibit A (“GDP”)

Rezoning Request: From C-2 to MU-4

Rezoning File No.: R19-0013

1. Project Overview

The Applicant proposes rezoning the Property from the Commercial 2 District (“C-2”) to the Mixed Use Low District (“MU-4”). Section 23-6.28.1 of the Spotsylvania County (“County”) Zoning Ordinance states that the purpose of the MU zoning district is to create “a flexible approach to development, to include infill and redevelopment, by allowing a variety of interrelated and compatible commercial, office, residential, civic, recreational, and entertainment uses in a pedestrian-oriented neighborhood setting.

The MU-4 sub-district of MU and is defined as “a mixed use district that permits retail, office and residential uses in a variety of building types up to four (4) stories in height. Residential configurations include attached houses, townhouses, and apartments on upper floors of mixed use buildings.”

The purpose of the proposed rezoning is to allow a mixed use community containing no more than 271 residential multifamily units (“MF Units”), plus additional commercial uses within one of the multifamily residential buildings, all as authorized under the MU-4 district, and as generally shown on the GDP. The MU-4 district includes multifamily dwellings as a permitted use, along with retail and office uses. The GDP reflects a minimum of 15% open space (1.05 acres), which exceeds the 10% open space minimum for multifamily and commercial uses. Open space will be used for active and passive recreation and buffering. Further, the rendering attached hereto and marked as Exhibit B depicts the proposed general architectural design and building material features for the MF Units buildings (the “Rendering”).

As described in more detail below under Section 3 of this narrative, the Applicant’s proposal conforms to the policies established by the County’s Comprehensive Plan dated November 14, 2013, as last updated May 22, 2018 (the “Comp Plan”). Furthermore, the proposal will result in minimal impacts on public facilities and services, and impacts, if any, related to roads, schools, fire rescue and parks will be offset through improvements and cash proffers. In this regard, we have included with this application (as discussed in more detail below) a proffer analysis prepared by MuniCap, Inc., which is titled “Spotsylvania Towne Centre Spotsylvania County, VA SB 549 Proffer Analysis”, dated December 27, 2019, as may be revised, attached hereto and marked as Exhibit C (the “Proffer Analysis”). We have also enclosed a proffer statement, which reflects the findings of the Proffer Analysis.

The Applicant also conducted a traffic impact analysis, which was prepared by Davenport, dated January 9, 2020, and titled “Transportation Impact Analysis Spotsylvania Towne Centre Apartments Spotsylvania, VA”, which is attached hereto, marked as Exhibit D, and described in more detail below (“TIA”).

In addition, MuniCap, Inc. performed a fiscal impact analysis of the project (“FIA”). The FIA, dated December 27, 2019, and entitled “Spotsylvania Towne Center Spotsylvania County, VA Fiscal Impact Analysis”, is attached hereto and marked as Exhibit E, and included with this application. The FIA, as described in more detail below, provides that the project will generate positive net tax benefits of over \$39,079 on an annual basis at full build-out.

Across the country, hundreds of malls and thousands of mall-based stores have closed over the last several years, with many more to close over the next several. Spotsylvania Towne Center has not been immune to these changes, as several mall tenants have filed for bankruptcy protection or otherwise shuttered. As the retail landscape continues to evolve, traditional malls need to transform themselves to stay alive, and like other developers across the country, we need to find ways to attract shoppers by connecting the malls to adjacent neighborhoods. This is not just about adding residential components. This is about preventing further closures and stabilizing the existing retail. By adding a complementary adjacent residential use, the marketability of that space increases dramatically. These new components are critical for Spotsylvania Towne Center to re-establish its identity not as a destination shopping center, but instead as an integral neighborhood commercial and transportation hub, with a positive neighborhood identity and true sense of place and purpose.

Further, by locating these MF Units immediately adjacent to the Spotsylvania Towne Centre, it is anticipated the project will generate additional employment and tax revenues. In this regard, permanent employment impacts are estimated to be up to 111 new jobs (direct--82 and indirect--30) with up to \$3,744,485 in employee income. Cumulative projected net revenues (as generated via the Spotsylvania Towne Centre retail stabilization) to the County through fiscal year ending June 30, 2052, are estimated to be up to \$8,912,306 or approximately \$297,077 annually in additional net tax revenues to the County, as described in more detail below under Section 7 of this narrative.

2. Project Location

The Project will be developed on one (1) parcel of land (as subdivided from the current 110.74 acre parcel) totaling 4.82 acres. The Project is situated in the Courtland magisterial and voting districts. The Project is located along Towne Centre Boulevard, within the Airport Protection Overlay District and a portion of the parcel is within the Highway Corridor Overlay District. The Property is bordered on the east by Towne Centre Boulevard and across the road is a conservation easement area and then Interstate 95. The Property is bordered on the North by Towne Centre Boulevard and across the road is vacant land in the City of Fredericksburg, zoned CH (Commercial-Highway). To the south and west of the Property is commercial zoned property including Spotsylvania Towne Centre, zoned C-2.

Given the above, the Applicant's proposal is complementary to the existing uses in the area, and will provide a variety of available housing and enhance the commercial uses in this corridor. Additionally, the Applicant's proposal is in line with the Comprehensive Plan (as described below) and satisfies the purpose of the MU district which is to provide "a flexible approach to development, to include infill and redevelopment, by allowing a variety of interrelated and compatible commercial, office, residential, civic, recreational, and entertainment uses in a pedestrian-oriented neighborhood setting." The project will also support immediate commercial uses and enhance employment at the Towne Centre.

2.1 Site Access

Primary access to the Project Site will be provided via Towne Centre Boulevard, all as shown on the GDP. Please refer to the GDP for a depiction of site access location.

2.2 Environmental Characteristics

The Project's design will minimize the impact to the natural topography and mature vegetation located on the Property. There are no streams, wetlands or RPA within the Project. The Applicant will perform all applicable studies for endangered species as is typically necessary for state and federal permitting for the project prior to final site plan approval.

2.3 Cultural and Historic Resources

Based on review of the Comp Plan and information from the Virginia Department of Historic Resources, the Property does not have any cultural resources, including cemeteries. Additionally, the Property is not located in the County's Historic Overlay District.

3. Planning and Zoning

3.1 Zoning District and Ordinance

The Project Property is currently zoned Commercial 2 (C-2). The surrounding parcels are also zoned C-2. The Property currently has access to water and sewer. The proposed rezoning will enhance surrounding C-2 uses by generating new jobs and extensive new net tax revenues, all as provided more particularly below.

As mentioned above, the Property is within the Airport Protection Overlay District and will have no impact to the same.

3.2 Comprehensive Plan Analysis

Generally, the Comp Plan is a guide for future land use goals. By no means is it a requirement or County ordinance, and there is typically flexibility in how the County interprets highest and best uses for particular properties. Further, the Comp Plan encourages a diverse housing mix, including a variety of housing types and sizes that meet the needs of citizens throughout all stages of life and income levels.

The County's Comp Plan's Future Land Use Map classifies the Property as part of the "Commercial Land Use" designation. The Commercial Land Use category consists of a variety of retail and office uses, including: medical facilities, shopping centers, restaurants, automobile service and sales facilities, and similar uses. The Applicant wishes to develop the Property under MU-4 district for a mixed-use residential and commercial development.

The Comp Plan supports development that promotes job creation and benefits the economy. Further, the County generally expects residential developments to pay for themselves and demonstrate that they will not have a significant impact on the existing infrastructure or resources. The Project will generate new jobs within the County, along with positive tax revenues both onsite and offsite. The FIA, as described in more detail below, provides that the project will generate (onsite and offsite) positive net tax benefits exceeding \$39,079, on an annual basis at full build-out. In addition, by locating the MF Units immediately adjacent to the Spotsylvania Towne Centre (and integrating them within the same), it is anticipated the project will generate additional employment and tax revenues. In this regard, permanent employment impacts are estimated to be 111 new jobs (direct--82 and indirect--30) with \$3,744,485 in employee income and cumulative projected net revenues (as generated via the Spotsylvania Towne Centre retail stabilization) to the County through fiscal year ending June 30, 2052, are estimated to be to \$8,912,306 or approximately \$297,077 annually in additional net tax revenues to the County.

Thus, the proposed development will promote the County's economic development and positive tax generation goals. Further, the proposed use will improve and offer an alternative housing stock in the immediate area, which could be beneficial to both millennials and empty nesters.

This Project also addresses the following Guiding Principles and Policies as outlined in Chapter 1 of the Comp Plan:

- B. Spotsylvania County is fiscally sustainable.
 - 2. Development projects seeking increased residential density and/or non-residential intensity should address impacts that are specifically attributable to the proposed development.
 - 3. Development projects seeking increased residential density and/or non-residential intensity should address its impacts on the infrastructure of the county.
- C. Spotsylvania County is a family friendly community.
 - 1. The County should support a diverse housing inventory, providing a mix of units that can accommodate housing needs for all stages of life. This would involve a range of housing from affordable units for young families just entering the housing market in the form of condominiums, townhouses, and small single family homes to larger homes, and active adult and assisted care facilities.
 - 2. The County should support mixed use communities with varied housing types, civic buildings, shops, and active and passive recreation opportunities

For purposes of the above and this application, the proposed Project: (i) will enhance the area's housing stock while maintaining the area's character; (ii) will provide pedestrian interparcel connections and encourage pedestrian access to the Towne Centre; and (iii) as noted is fiscally positive.

Specifically, the proposed Project meets the following Mixed Land Use policies:

2. Appropriate transitions in scale of building and/or buffering should be provided from mixed land use developments to adjoining existing developments.

The project will consist of new housing surrounded by commercial development and vacant land. The new buildings' heights will conform to the applicable County zoning ordinance requirements. The project will also include adequate set-backs and buffering in the areas shown on the GDP.

3. Vehicular and pedestrian connections should be made to adjoining developments at appropriate locations, including at existing interparcel access points.

The Project will provide primary vehicular and pedestrian connections with Towne Centre Boulevard. Pedestrian connections will also be made to the adjoining shopping center properties, as shown on the GDP.

5. The County should support public open space and pedestrian accommodations integrated throughout the development.

Project will provide open space to include onsite active and passive recreational amenities and pedestrian accommodations, all as shown on the GDP.

6. Mixed Use developments should be designed so that multiple vehicle trips can be combined into one stop by providing several destinations within easy walking distance. This can be encouraged by closely monitoring the provision of parking and ensuring that there is not an excess supply that encourages additional auto trips. Drive-throughs should be limited and carefully designed to ensure integration into the character of the development.

By providing residential housing and additional commercial on the Property, residents can walk between the proposed uses and existing adjoining commercial uses and not need to make any additional vehicle trips.

9. The County should support a diverse housing mix with a range of housing sizes and types that meet the needs of citizens throughout all stages of life and income levels.

The project contributes to a diverse housing mix in an area ripe for redevelopment by providing new multifamily apartments.

11. Quality open spaces should be integrated into developments and may include passive and active areas, pavilions, walking paths, gardens, forested areas, and lakes, among other features.

The project will include open space with amenities to include: artificial turf recreational area, pool, cabana and outdoor kitchen, all as shown on the GDP.

The Property is also located within the County's Primary Development Boundary ("PDB"), which is the area within the County that is intended for future higher-density residential growth. The Comp Plan states that public water and sewer will be provided to properties within the PDB. Thus, the proposed rezoning from C-2 to MU-4 is consistent with the goal of locating higher-density residential growth within the PDB, as well as the Property's utilization of public utilities.

The County's Transportation Plan seeks to maintain an efficient transportation system using available and expected resources, while maintaining functional and effective transportation systems that keep pace with future growth. Policies include (1) maintaining acceptable levels of service on public roads; and (2) ensuring that new development does not degrade levels of service and mitigates its impact on the transportation network through ensuring connections within and between developments that offer alternative routing of traffic. The Thoroughfare Plan does not list any planned road improvement project in the immediate vicinity of the Property and all roads leading to and from the Property are private and maintained by the Owner.

The Project aligns with the County's transportation goals, as it will not further degrade the current transportation level of services. Roads constructed within the project will be private and the expected daily trips will not degrade the level of services at applicable intersections.

As noted above, the Applicant did perform a TIA. The following intersections were reviewed:

1. Route 3 (Plank Road) at Taskforce Drive
2. Route 3 (Plank Road) at Bragg Road
3. Route 3 (Plank Road) at Spotsylvania Mall Drive/Central Park Boulevard
4. Spotsylvania Mall Drive at Towne Centre Boulevard (roundabout)

This TIA was performed in order to assess transportation impacts of the proposed site as well as background traffic. Recommendations have been given to accommodate these impacts. The analysis documented here indicates that with the recommended improvements in place, the proposed site is not expected to have a detrimental effect on transportation capacity and mobility in the study area.

No improvements are recommended at the first three intersections. For Spotsylvania Mall Drive at Towne Centre Boulevard (Roundabout) the Recommended Improvement is pavement marking modifications, which have been made by Spotsylvania Mall Company, and are expected to improve traffic operations and safety.

As the redeveloped site will result in a net reduction of trips, the build results for the study intersections are slightly better than the no-build results. In this regard, the current by-right use of the Property (Sears retail store) would generate ten greater daily weekday trips and 467 Saturday trips than the proposed use, and with the MF Units being immediately integrated within the Towne Centre, it is more likely residents would remain on site after returning home from work or other for purposes of shopping, exercise, dining out or entertainment.

As noted above, the introduction of a new, modern multi-family home stock to this location is consistent with the Comp Plan as it will promote a more diverse housing inventory in this area. In addition, the Project will enhance current and future commercial uses at the Towne Centre and be fiscally positive. Therefore, we believe the Comp Plan's future land use policies support the proposed use of a mixed use residential plus commercial development at this location all as provided above.

3.3 Community Meeting

As part of the Rezoning Application process, Applicant attended a Pre-Application meeting with Spotsylvania County Staff on June 13, 2019. Additionally, Applicant and its representatives hosted a Community Meeting for the Project on July 11, 2019 at Salem Baptist Church to introduce and discuss the project with surrounding property owners. We addressed questions from members of our community and Exhibit F attached hereto provides a list of attendees.

4. Construction

Applicant anticipates close collaboration with Spotsylvania County during the permitting process to identify and manage environmental conditions and design criteria specific to the Project. Through the permitting process, Applicant will implement all required mitigation measures and Best Management Practices (BMPs) as determined by Spotsylvania County and regulatory agencies.

Should the County approve this rezoning request, construction is anticipated to begin in 2021. The Applicant anticipates construction will be completed within 3 to 4 years of any rezoning approval, subject to market conditions. Phasing of this project is not anticipated at this time.

4.1 Site Preparation

The Property is currently developed as a parking lot and Sears retail store, so it has been subject to previous land disturbance. Construction of the Project would begin with installation of erosion and sediment controls, and clearing and grading within the limits of construction.

4.2 Construction Workforce

The Applicant's goal is to retain local on-site workforce, which will consist of various skilled trades, supervisory personnel, support personnel, and construction management personnel.

Pursuant to the FIA, the Project is anticipated to generate a one-time influx of jobs estimated to be 388 new jobs during the construction phase, and \$16,130,322 in estimated new labor income.

5. Public Facilities

5.1 Fire and Rescue

The proposal will have minimal impact on the County's fire and rescue facilities. The proposed roads and building setbacks will allow for adequate travel space within the project for emergency access to the improvements. Fire and Rescue Station 6, located 1.7 miles southwest of this site, will provide the Property with necessary emergency services. As detailed on the attached proffer statement, cash proffers will also offset any impacts the project may have on public safety facilities.

5.2 Schools

The Property is located in the Salem Elementary, Chancellor Middle and Chancellor High school districts. The County's most recently adopted Capital Improvement Plan does not include any construction projects specific to these schools.

Based on County estimates of 0.1833 students per dwelling unit (for multi-family units), the Project's 271 dwelling units will generate a net of 50 school-age children at full build out. As there is existing capacity in all schools sufficient to accommodate the projected students, there is no impact that exceeds capacity in those schools and therefore no cash proffers for school facilities.

5.3 Parks, Buffers and Open Space

Portions of the Property will be maintained as open space. The open space will be used for active and passive recreational amenities, as well as buffering, all as shown on the GDP. As detailed on the attached proffer statement, cash proffers will also offset any impacts the project may have on parks and recreation facilities.

All buffers, landscaping, and setbacks will be as generally provided on the GDP and will conform to the applicable Zoning Ordinance requirements.

5.4 Water & Sewer

The Property will be serviced by the existing 12" water line located to the south west of the Property, as shown on the GDP. The Property will be serviced by the existing 12" sewer line and will connect at Towne Centre Boulevard, as shown on the GDP. Applicant will relocate or abandon the existing water and sewer lines that run through the Property.

5.5 Transportation

The Property abuts Towne Centre Boulevard, which is a 4 (four) lane private road. Access to the Property will be provided from Towne Centre Boulevard. Roads constructed within the project will be private.

The project will generate 1,444 vehicle trips on a daily weekday basis and 1,309 trips on a Saturday basis, including 117 vehicle trips during the p.m. peak hour and 117 vehicle trips during the Saturday peak hour. A VDOT 527 analysis was not required for this project because the trip generation potential was below 5,000 daily trips.

The current use traffic impact generates 1,454 vehicle trips on a daily weekday basis and 1,776 trips on a Saturday basis, including 146 vehicle trips during the p.m. peak hour and 173 vehicle trips during the p.m. peak hour.

We are proposing an alternative parking plan with less parking spaces located on the Property. There is more than adequate parking on the adjoining parcel and such additional parking would be shared pursuant to a private agreement.

6. Housing

The project will enhance the County's stock of apartments in this area of the County. With an anticipated average monthly rent between \$1,300 and \$2,000 and a size of 845 to 1,356 sq ft, per unit, as detailed below, the proposal meets market expectations for this area of the County.

The units will be contained in two multifamily buildings and will include 91 one-bedroom, 144 two-bedroom units and 36 three-bedroom units. The 1 bedrooms will be approximately 845 sq ft, the 2 bedrooms approximately 1,081 sq ft and the 3 bedrooms approximately 1,356 sq ft. Price

points would be consistent with similar properties: \$1,300 for one-bedroom units, \$1,700 for two-bedroom units, and \$2,000 for three-bedroom units. Additional features and amenities include an artificial turf recreational area, a swimming pool, cabana and outdoor kitchen.

Further, the projected value of the Project should enhance surrounding property values. We believe the Project will be developed within 3 to 4 years of any rezoning approval (subject to market conditions).

7. Fiscal Impact Analysis

The FIA includes an analysis for revenue projections of the project at full build-out, both for on site development and off-site expenditures from residents of the project (see Exhibit E). The total revenue generated from the project was then compared with expected County costs to provide services to the residents of the proposed development.

The total real property tax resulting from the project is estimated to be about \$240,601 annually in current dollars. The personal property tax resulting from the project is estimated to be \$262,975 annually in current dollars. The sum of all of the on-site tax revenues that could be expected to flow to the County from the project annually after build-out is over \$528,360 each year in current dollars.

In addition to the on-site fiscal impact, the project is estimated to generate \$124,310 in taxes off-site for the County annually after build-out and occupancy. As mentioned above, the Project would generate approximately 388 new jobs during the construction phase, resulting in about \$16,130,322 in employee income. With the commercial uses, the Project would generate approximately 3 permanent jobs and \$97,572 in employee income.

The project is expected to result in 271 new households with an estimated 1.49 persons per household for a total of 404 people. The total annual tax-supported cost of the project is estimated to be \$613,591 each year in current dollars.

After considering the tax revenues generated by the project and the costs to the County resulting from the project, it is anticipated that this project will generate annually a net revenue surplus (onsite and offsite) after full build-out of \$39,079 in current dollars.

Across the country, hundreds of malls and thousands of mall-based stores have closed over the last several years, with many more to close over the next several. Spotsylvania Towne Center has not been immune to these changes, as several mall tenants and former mall tenants have filed for bankruptcy protection or otherwise shuttered.

As the retail landscape continues to evolve, traditional malls need to transform themselves to stay alive, and many are making changes to attract more business - including Spotsylvania Towne Centre. With a saturated retail market in the Fredericksburg area, there are simply no large tenants to backfill a box left behind by a department store. Like other developers across the country, we need to find ways to attract shoppers by connecting the malls to adjacent neighborhoods, maximizing and reconfiguring traditional parking lots into more effective spaces.

Malls of the future have an opportunity to fulfill other community needs besides commerce, including the provision of apartment housing, pedestrian friendly areas, and the expansion of green space, lawn and recreational areas.

This is not just about adding residential components. This is about preventing further closures and to stabilize the existing retail. While this proposal is focusing on the redevelopment of a particular space, it is important to note that due to a lack of visibility to the south side of the mall, there is approximately 29,000 SF of existing retail space that has never been leased, resulting in a loss of about \$11,000,000 in sales revenue per year. What this mall does not need is more retail space to lease, more vacancy to give the appearance of a dying mall, making it less desirable to new tenants. By adding a complementary adjacent residential use, the marketability of that space increases dramatically. These new components are critical for Spotsylvania Towne Center to re-establish its identity not as a destination shopping center, but instead as an integral neighborhood commercial and transportation hub, with a positive neighborhood identity and true sense of place and purpose.

Further, by locating these MF Units immediately adjacent to the Spotsylvania Towne Centre, it is anticipated the project will generate additional employment and tax revenues through stabilization of vacant retail. Spotsylvania Towne Centre currently has seven vacant retail spaces totaling 48,018 square feet (the "Vacant Retail"). At 100% Vacant Retail occupancy, permanent employment impacts from the retail stabilization alone are estimated to be 111 new jobs (direct--82 and indirect--30) with \$3,744,485 in employee income and cumulative projected net revenues (as generated via the Spotsylvania Towne Centre retail stabilization) to the County through fiscal year ending June 30, 2052, are estimated to be to \$8,912,306 or approximately \$297,077 annually in additional net tax revenues to the County.

In addition, if we were to evaluate this project even at lesser retail stabilization rates, the project would generate positive employment and tax revenues to the County as provided in the FIA and shown below:

75% Vacant Retail Occupancy

Permanent Employment Impact	Jobs	Income
Direct Impacts	62	\$1,928,723
Indirect Impacts	<u>22</u>	<u>\$879,641</u>
Total Permanent Impacts	84	\$2,808,364

Projected Net Revenues

Gross Revenues	Expenditures	Net New Revenues
\$32,552,947	(\$25,418,800)	\$7,134,148

50% Vacant Retail Occupancy

Permanent Employment Impact	Jobs	Income
Direct Impacts	41	\$1,285,816
Indirect Impacts	<u>15</u>	<u>\$586,426</u>
Total Permanent Impacts	56	\$1,872,242

	<u>Projected Net Revenues</u>	
Gross Revenues	Expenditures	Net New Revenues
\$30,498,970	(\$25,142,981)	\$5,355,989
<u>25% Vacant Retail Occupancy</u>		
Permanent Employment Impact	Jobs	Income
Direct Impacts	21	\$642,908
Indirect Impacts	<u>7</u>	<u>\$293,213</u>
Total Permanent Impacts	28	\$936,121
	<u>Projected Net Revenues</u>	
Gross Revenues	Expenditures	Net New Revenues
\$28,444,993	(\$24,867,163)	\$3,577,830

EXHIBIT A

Generalized Development Plan

EXHIBIT B

Rendering

EXHIBIT C

Proffer Analysis

EXHIBIT D

Traffic Analysis

EXHIBIT E

Fiscal Impact Analysis

EXHIBIT F

Community Meeting Attendees

11884356.3 040854.00001

AURA AT SPOTSYLVANIA TOWNE CENTRE GENERALIZED DEVELOPMENT PLAN FOR REZONING

SPOTSYLVANIA MALL

TM 13-A-107 (PART)

100 SPOTSYLVANIA MALL DRIVE FREDERICKSBURG, VA 22407

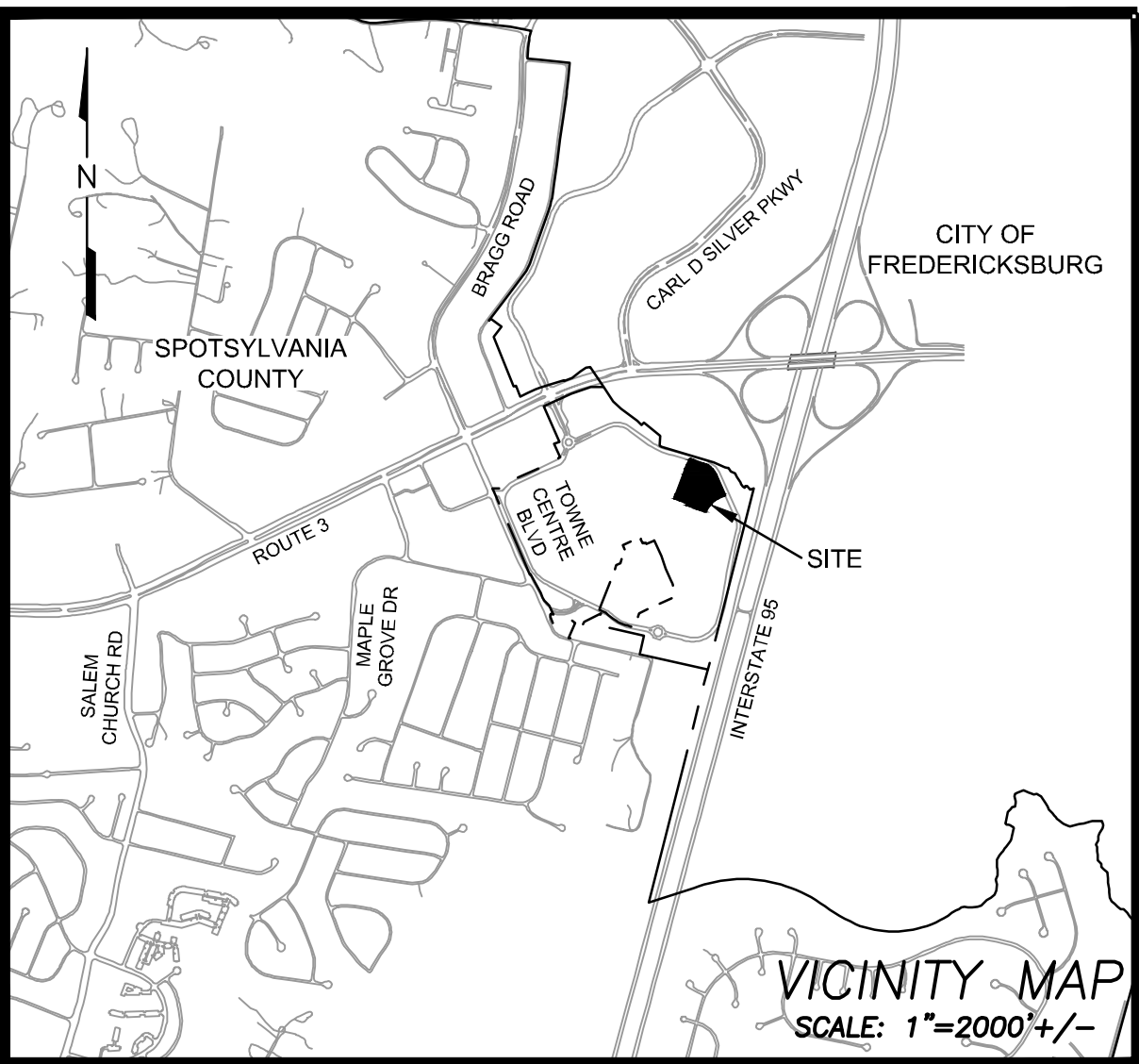
COURTLAND VOTING DISTRICT COURTLAND MAGISTERIAL DISTRICT SPOTSYLVANIA COUNTY, VIRGINIA

SHEET INDEX

SHEET	TITLE
SHEET 1	COVER SHEET
SHEET 2	EXISTING CONDITIONS
SHEET 3	EXISTING EASEMENTS
SHEET 4	PROPOSED CONDITIONS
SHEET 4A	PROPOSED CONDITIONS MALL DRIVE ROUNDABOUT
SHEET 5	ILLUSTRATIVE PLAN

NOTES:

1. MAPPING FOR PARCEL 13-A-107 WAS PROVIDED BY SULLIVAN DONAHOE & INGALLS, P.C. ADDITIONAL FEATURES ARE TAKEN FROM SPOTSYLVANIA COUNTY GIS.
2. THE PROPERTY WILL BE DEVELOPED IN CONFORMANCE WITH THE GDP. NOTWITHSTANDING THE FOREGOING, ALL PARCEL LINES, PARCEL AND LOT SIZES, BUILDING ENVELOPES, BUILDING OR UNIT SIZES, PUBLIC ROAD LOCATIONS, PRIVATE DRIVEWAY AND TRAVELWAY LOCATIONS, WASTE FACILITIES, PARKING AREAS, UTILITY LOCATIONS, STORM WATER MANAGEMENT FACILITIES, AMENITIES, AND DIMENSIONS OF UNDEVELOPED AREAS SHOWN ON THE GDP MAY BE REASONABLY ADJUSTED FOR PURPOSES OF THE FINAL SITE OR SUBDIVISION PLANS TO ALLOW THE APPLICANT TO ADDRESS AND BE FULLY COMPLIANT WITH THE REQUIREMENTS OF STATE AND FEDERAL AGENCY REGULATIONS INCLUDING, BUT NOT LIMITED TO, DHR, VDOT, DEQ, DCR, ARMY CORPS., ETC., AND COMPLIANCE WITH THE REQUIREMENTS OF THE COUNTY'S ZONING ORDINANCE, SUBDIVISION ORDINANCE AND DESIGN STANDARDS MANUAL. NOTWITHSTANDING THE FOREGOING, ANY MATERIAL ADJUSTMENTS TO THE GDP SHALL BE SUBJECT TO THE APPROVAL OF THE COUNTY'S ZONING ADMINISTRATOR, AND IN NO EVENT SHALL APPROVED ADJUSTMENTS TO THE GDP RELIEVE THE APPLICANT FROM PROVIDING ANY OF THE PROFFERS.
3. A DETAILED LANDSCAPING PLAN MEETING THE LANDSCAPING AND SCREENING REQUIREMENTS OF SECTION 23-5.5 OF THE SPOTSYLVANIA COUNTY CODE AND ARTICLES 6 OF THE SPOTSYLVANIA COUNTY DESIGN STANDARDS MANUAL SHALL BE PREPARED AS PART OF THE SITE PLAN. INTERIOR PARKING LOT LANDSCAPING, PERIPHERAL PARKING LOT LANDSCAPING, AND STREET BUFFER PLANTINGS SHALL SATISFY THESE REQUIREMENTS. REQUIRED LANDSCAPING SHALL NOT IMPEDE SIGHT DISTANCE.
4. THE SITE LIES WITHIN THE AIRPORT PROTECTION OVERLAY DISTRICT
5. THERE ARE NO RESOURCE PROTECTION AREAS LOCATED WITHIN THE PROJECT LIMITS.
6. THERE ARE NO WATERS OF THE U.S. OR WETLANDS LOCATED WITHIN THE PROJECT LIMITS.
7. THERE ARE NO STEEP SLOPES LOCATED ON THIS SITE.
8. THERE ARE NO KNOWN HISTORIC BUILDINGS OR FEATURES, PLACES OF BURIAL, OR DAM BREAK INUNDATION ZONES ON SITE.
9. STORMWATER MANAGEMENT FACILITIES ARE PROVIDED OFFSITE AS PART OF AN EXISTING REGIONAL SYSTEM LOCATED ON PARCEL TM 13-A-107 THAT INCLUDES THIS SITE. THE TOTAL IMPERVIOUS AREA ON SITE SHALL NOT EXCEED 85%.
10. PARKING WILL BE PROVIDED IN ACCORDANCE WITH SECTION 23-6.28.6 OF THE SPOTSYLVANIA ZONING ORDINANCE.
11. ALL PROPOSED STREETS SHALL BE PRIVATE AND SHALL BE MAINTAINED BY A PROPERTY OWNERS ASSOCIATION ESTABLISHED FOR THIS DEVELOPMENT.
12. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED DURING CONSTRUCTION IN ACCORDANCE WITH THE VA. EROSION AND SEDIMENT CONTROL HANDBOOK.
13. A SEPARATE ZONING PERMIT WILL BE REQUIRED FOR UNDERGROUND TANKS, SIGNS, AND RETAINING WALLS.
14. PARCELS LIE WITHIN FLOOD ZONE X AS SHOWN ON COMMUNITY PANEL 5103080075C DATED EFFECTIVE FEBRUARY 18, 1998. FLOOD ZONE X IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.
15. THE PORTION OF THE DEVELOPMENT WITH APARTMENTS SHALL CONTAIN COMMON OPEN SPACE FOR USE BY THE RESIDENTS OF THE APARTMENTS.
16. REFUSE COLLECTION SERVICE WILL BE PRIVATE. ALL REFUSE WILL BE COLLECTED AND STORED WITHIN THE APARTMENT BUILDING. COLLECTION SERVICE WILL BE PERFORMED REGULARLY NOT LESS THAN WEEKLY. REFUSE STORAGE INTERIOR TO THE APARTMENT BUILDING WILL REQUIRE A MODIFICATION TO THE DESIGN STANDARDS AS APPROVED BY THE ZONING ADMINISTRATOR.
17. THE PROPERTY WILL BE SERVICED BY THE EXISTING 12" WATER LINE LOCATED TO THE SOUTH WEST OF THE PROPERTY, AS SHOWN ON THE GDP. THE PROPERTY WILL BE SERVICED BY THE EXISTING 12" SEWER LINE AND WILL CONNECT AT TOWNE CENTRE BOULEVARD, AS SHOWN ON THE GDP. APPLICANT WILL RELOCATE OR ABANDON THE EXISTING WATER AND SEWER LINES THAT RUN THROUGH THE PROPERTY.
18. ALL IMPROVEMENTS WITHIN THE REDEVELOPMENT BOUNDARY SHALL BE COMPLETED PRIOR TO THE ISSUANCE OF THE OCCUPANCY CERTIFICATE OF THE LAST MULTI-FAMILY BUILDING. AS ILLUSTRATED, THESE ITEMS INCLUDE THE PARKING AREAS, STREETS, PAVEMENT MARKINGS, SIGNAGE, SIDEWALKS, OUTDOOR AMENITIES, THE MULTI-FAMILY BUILDINGS, AND ALL SUPPORTING UTILITIES.



0 2000 4000
SCALE IN FEET

AVERAGE DAILY TRAFFIC

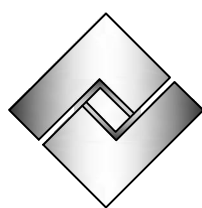
(FROM TRAFFIC STUDY PREPARED BY DAVENPORT DATED 06-7-2019)

LAND USE	ITE USE CODE	VPD
APARTMENTS	221	1501
COMMERCIAL	820	19
SUBTOTAL		1520
TOTAL WITH INTERNAL CAPTURE		1444

ESTIMATED WATER AND SANITARY SEWER USAGE

LAND USE	UNITS	DAILY USAGE	PEAK SANITARY SEWER USAGE
APARTMENTS	271	54,200 GPD	132 GPM
COMMERCIAL	-	625 GPD	1.5 GPM
TOTAL		54,825 GPD	133.5 GPM

APPROVAL



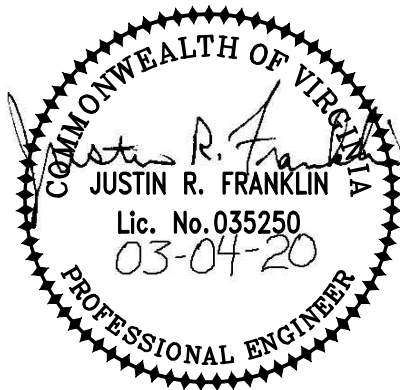
Fairbanks &
Franklin

Civil Engineering
Land Planning

1005 Mahone Street
Fredericksburg, VA 22401
(540) 899-3700

COVER SHEET

AURA AT SPOTSYLVANIA TOWNE CENTRE
GENERALIZED DEVELOPMENT PLAN
FOR REZONING



DATE : 07-30-19
DESIGNED: JRF
DRAWN : JRF
CHECKED : JDF

REVISIONS: 03-04-20
09-11-19
09-16-19
09-17-19
12-17-19

DOCUMENT NO.
413-1003

SHEET
1 OF 5

SITE INFORMATION:

APPLICANT: BONAVENTURE INVESTMENTS, LLC
104 HUME AVENUE
ALEXANDRIA, VA 22301
(703) 373-0906

APPLICANT/OWNER: SPOTSYLVANIA MALL COMPANY
5577 YOUNGSTOWN-WARREN ROAD
NILES, OHIO 44446
(330) 747-2661

PREPARED BY: FAIRBANKS & FRANKLIN
1005 MAHONE STREET
FREDERICKSBURG, VIRGINIA 22401
(540) 899-3700

TAX PARCEL: 13-A-107 PART (110.74 ACRES)
ADDRESS: 100 SPOTSYLVANIA MALL DRIVE FREDERICKSBURG, VA 22407
EXISTING ZONING: C-2, AIRPORT PROTECTION OVERLAY, HIGHWAY CORRIDOR OVERLAY DISTRICT
PROPOSED ZONING: MU-4, 4.82 ACRES
PRESENT USE: COMMERCIAL RETAIL
PROPOSED USE: HOUSING (APARTMENTS) WITH COMMERCIAL

REQUIREMENTS FOR DISTRICT MU-4, SECTION 23-6.28.3 THROUGH 23-6.28.7 PARKING APARTMENTS

- 1 BEDROOM: 0.75 PER UNIT + 1 VISITOR PER 5 UNITS
- 2 BEDROOMS: 1.5 PER UNIT + 1 VISITOR PER 5 UNITS
- 3 BEDROOMS: 2.0 PER UNIT + 1 VISITOR PER 5 UNITS

PARKING COMMERCIAL
RETAIL SALES, SERVICE, ENTERTAINMENT: 1 SPACE FOR FIRST 1,000 SF
OF GFA + 1 SPACE OF EACH ADDITIONAL 750 SF

MINIMUM REQUIRED OPEN SPACE
APARTMENTS AND COMMERCIAL: 10%

MAXIMUM ALLOWABLE IMPERVIOUS SURFACE RATIO
APARTMENTS AND COMMERCIAL: 0.90

MINIMUM REQUIRED BUILDING SETBACK
APARTMENTS AND COMMERCIAL:
PRIMARY STREET: 0 FT
SIDE STREET: 0 FT
SIDE YARD: 0 FT
REAR YARD: 0 FT

MINIMUM REQUIRED PARKING SETBACK
APARTMENTS AND COMMERCIAL:
PRIMARY STREET: 20 FT
SIDE STREET: 5 FT
SIDE YARD: 0 FT
REAR YARD: 0 FT

MAXIMUM ALLOWABLE BUILDING HEIGHT: 4 STORIES
*MAXIMUM ALLOWABLE BLOCK PERIMETER: 2,400 FT
*MAXIMUM ALLOWABLE BLOCK LENGTH: 700 FT

* BLOCK LENGTH AND PERIMETER REQUIREMENTS OF SECTION 23-6.28.7.(B)(3)
MAY BE EXTENDED IN ACCORDANCE WITH SECTION 23-6.28.7.(B)(4)

PARKING TABULATIONS

NUMBER OF UNITS	TYPE
91	1 BEDROOM
144	2 BEDROOM
36	3 BEDROOM

91 X 0.75/UNIT +1 PER 5 UNITS = 87 SPACES
144 X 1.5/UNIT +1 PER 5 UNITS = 245 SPACES
36 X 2.0 PER UNIT +1 PER 5 UNITS = 79 SPACES
500 SF X 1 SPACE FOR FIRST 1,000 SF = 1 SPACE

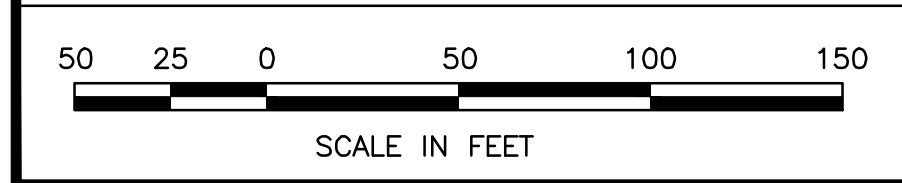
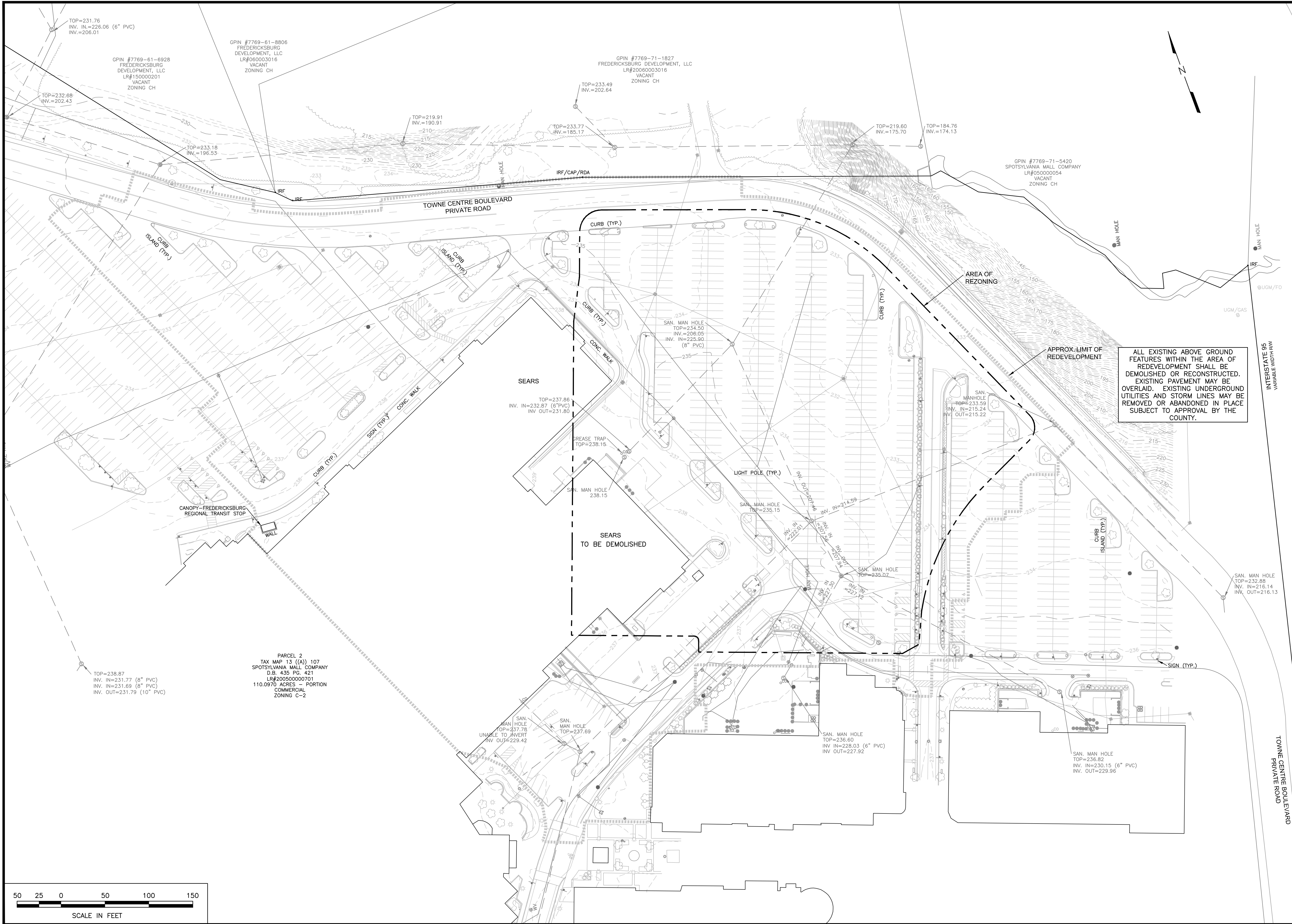
CREDIT FOR PROXIMITY TO TRANSIT: 15% REDUCTION WITH MAIN ENTRANCE WITHIN 2,640 FT
OF TRANSIT STOP. FRED TRANSIT STOP IS APPROXIMATELY 1,800 FT (WALKING DISTANCE
ALONG SIDEWALKS).

TOTAL PARKING REQUIRED = (412) X 0.85 = 350 SPACES
PARKING PROVIDED = 350 SPACES PROVIDED

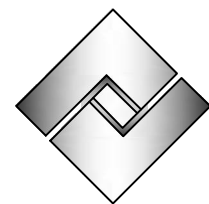
THE PARKING TABULATION PROVIDED HEREIN DEMONSTRATES THE MINIMUM REQUIRED PARKING
CAN BE PROVIDED. THE MIX OF DWELLING UNIT TYPES AND THE FINAL NUMBER AND
LOCATION OF PARKING SPACES WILL BE DETERMINED ON THE FINAL SITE PLAN FOR THE
PROPERTY AND SHALL BE IN CONFORMANCE WITH MINIMUM STANDARDS AND THE PROFFERED
CONDITIONS.

PROPOSED CONDITIONS

271 APARTMENTS
500 SF OF COMMERCIAL
MINIMUM OPEN SPACE: 15% (0.72 ACRES)
MAXIMUM IMPERVIOUS AREA: 85% (4.10 ACRES)
MAXIMUM IMPERVIOUS SURFACE RATIO: 0.85=(4.82-0.72)/4.82)
MAXIMUM BUILDING HEIGHT: 4 STORIES



PARCEL 2
TAX MAP 13 ((A)) 107
SPOTSYLVANIA MALL COMPANY
D.B. 435 PG. 421
LR#20050000701
110.0970 ACRES - PORTION
COMMERCIAL
ZONING C-2



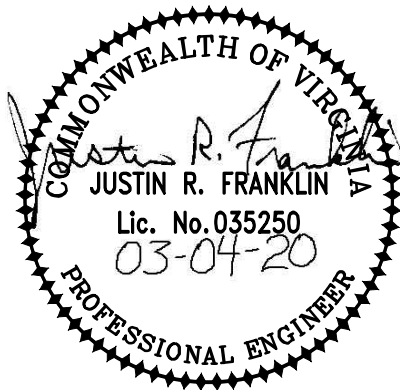
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EXISTING CONDITIONS

**AURA AT SPOTSYLVANIA TOWNE CENTRE
GENERALIZED DEVELOPMENT PLAN
FOR REZONING**

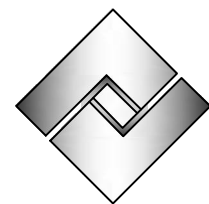
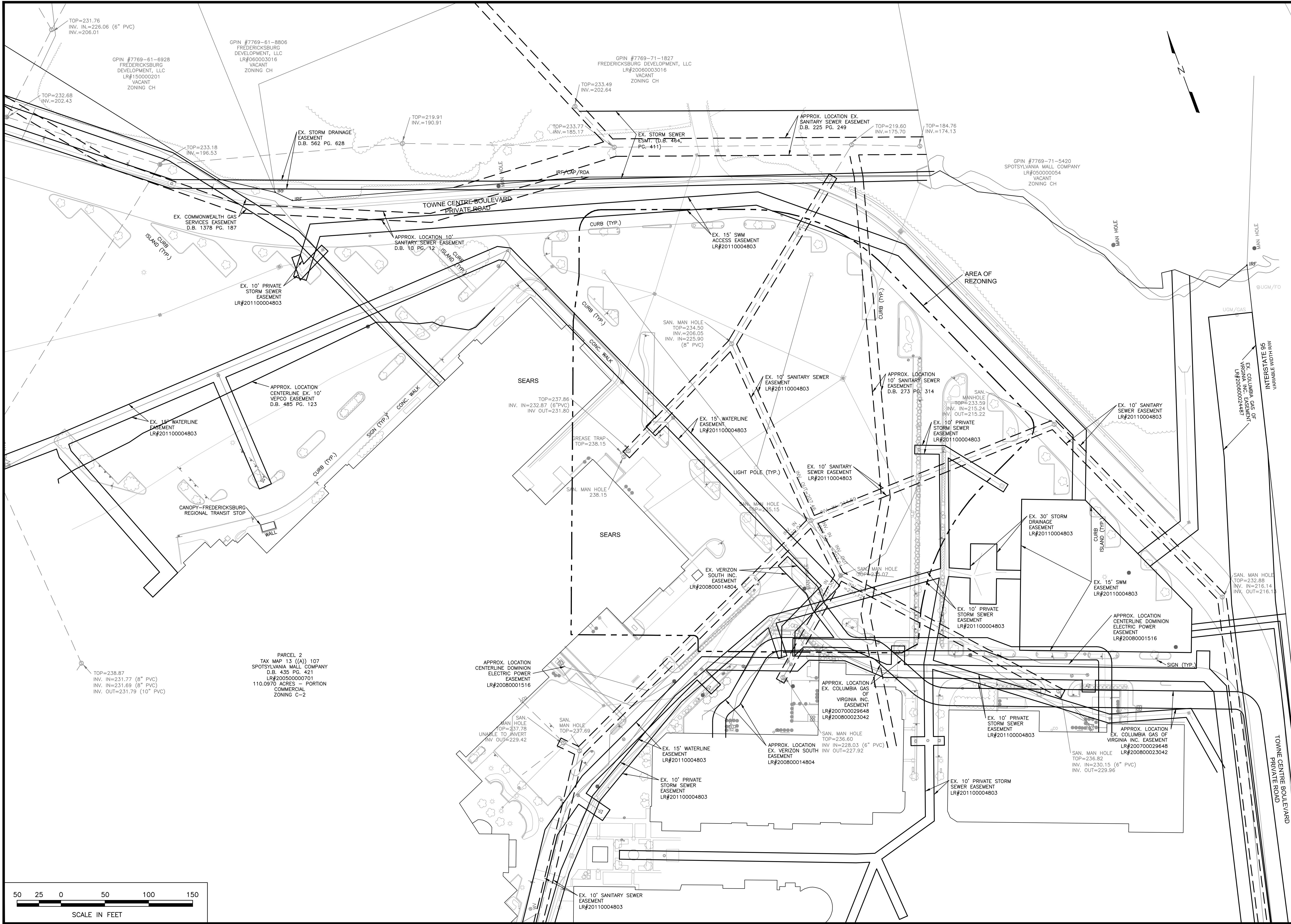


DATE : 07-30-19
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DRAWN : JRF
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REVISIONS: 03-04-20
09-11-19
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DOCUMENT NO.
413-1003

SHEET
2 OF **5**



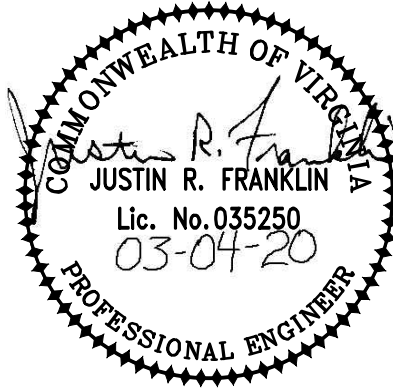
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EXISTING EASEMENTS

AURA AT SPOTSYLVANIA TOWNE CENTRE
GENERALIZED DEVELOPMENT PLAN
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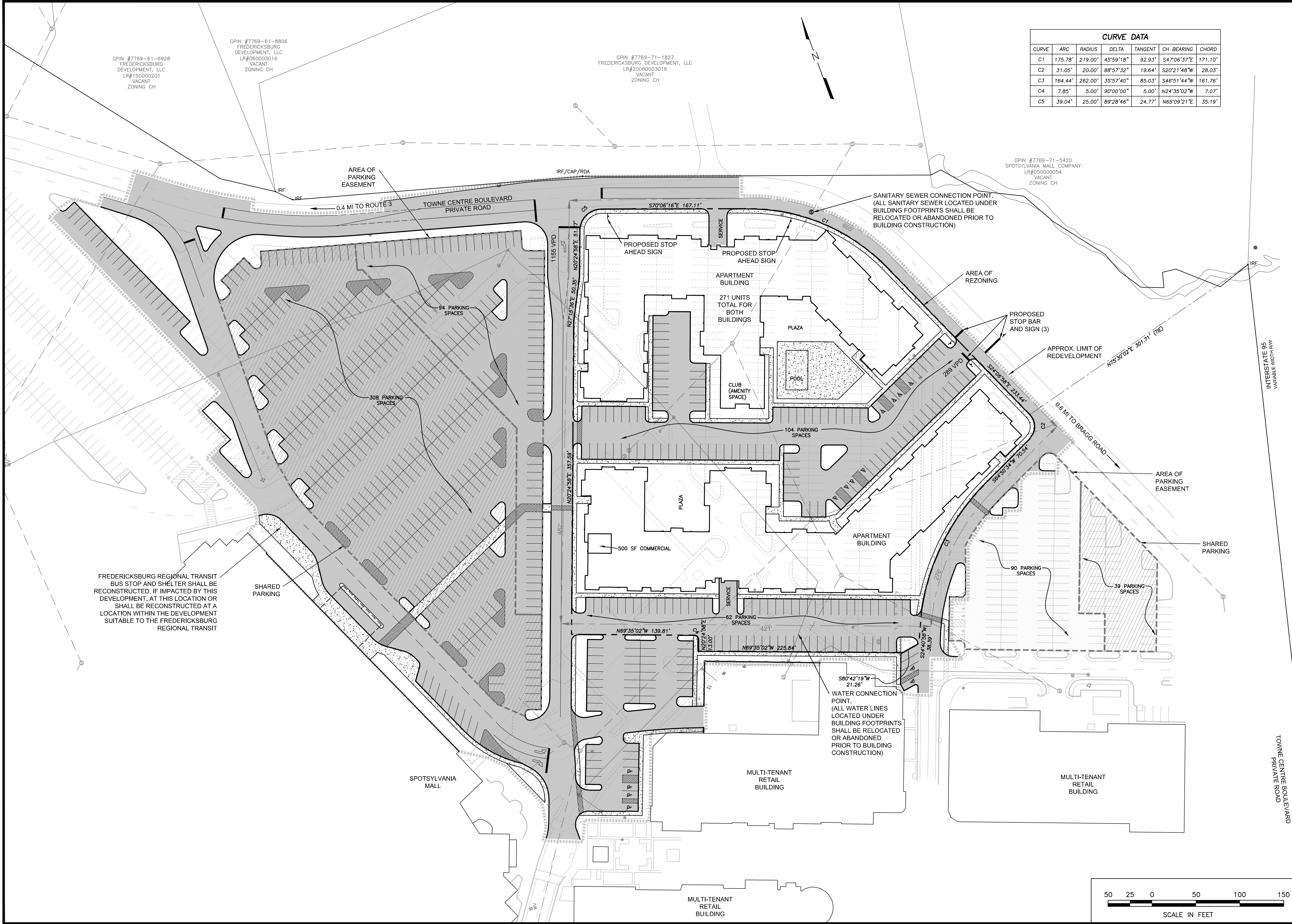


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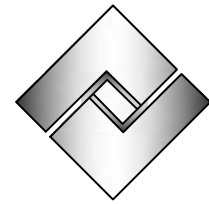
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DOCUMENT NO.
413-1003

SHEET
3 OF 5



CURVE DATA						
CURVE	ARC	RADIUS	DELTA	TANGENT	CH BEARING	CHORD
C1	175.78'	219.00'	45°59'18"	92.93'	S47°06'37"E	171.10'
C2	31.05'	20.00'	88°57'32"	19.64'	S20°21'48"W	28.03'
C3	164.44'	262.00'	35°57'40"	85.03'	S46°51'44"W	161.76'
C4	7.85'	5.00'	90°00'00"	5.00'	N24°35'02"W	7.07'
C5	39.04'	25.00'	89°28'46"	24.77'	N65°09'21"E	35.19'



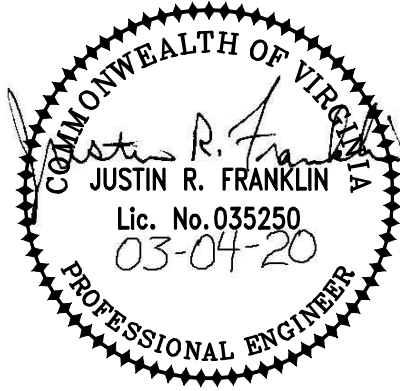
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PROPOSED CONDITIONS

AURA AT SPOTSYLVANIA TOWNE CENTRE
GENERALIZED DEVELOPMENT PLAN
FOR REZONING

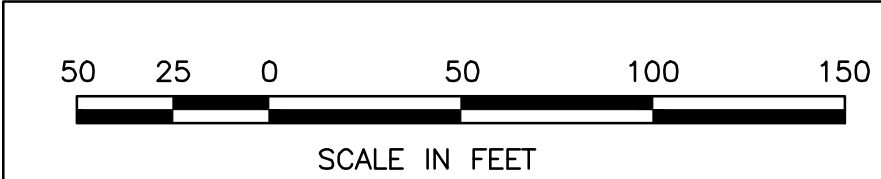


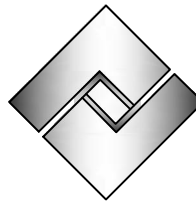
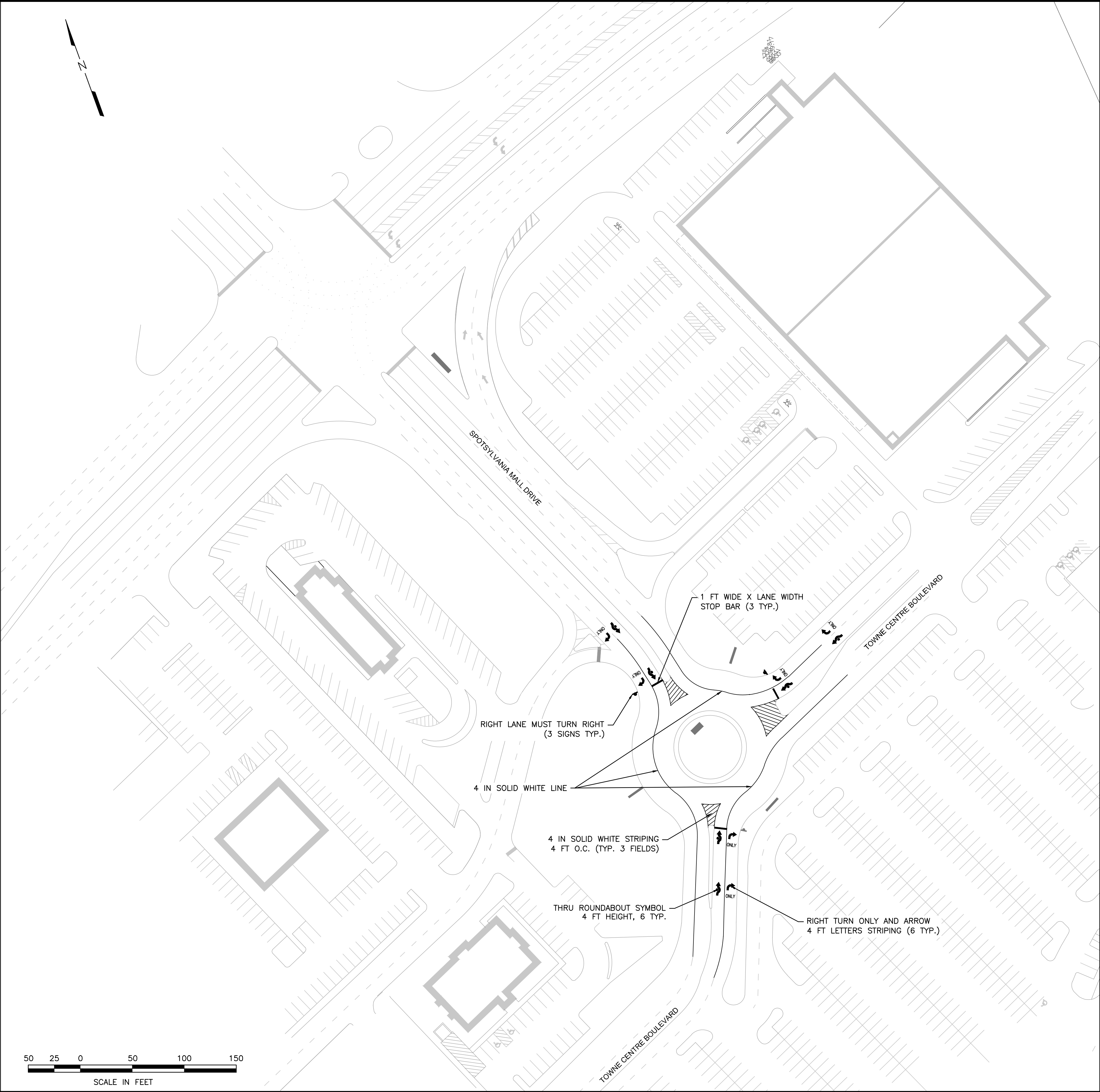
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DESIGNED: JRF
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CHECKED : JDF

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09-11-19
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SHEET
4 OF 5





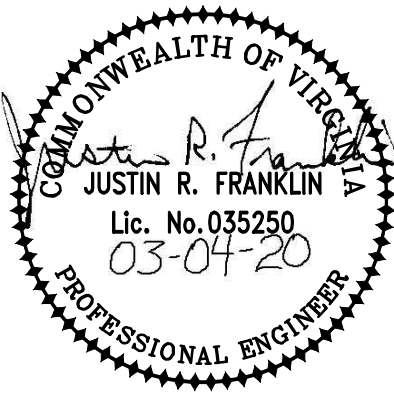
**Fairbanks &
Franklin**

Civil Engineering
Land Planning

1005 Mahone Street
Fredericksburg, VA 22401
(540) 899-3700

**PROPOSED CONDITIONS
MALL DRIVE ROUNDABOUT**

**AURA AT SPOTSYLVANIA TOWNE CENTRE
GENERALIZED DEVELOPMENT PLAN
FOR REZONING**

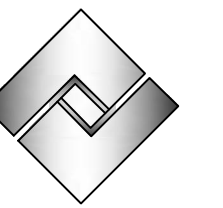


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4A OF **5**



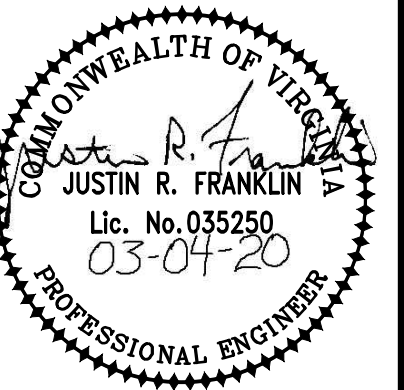
**Fairbanks &
Franklin**

Civil Engineering
Land Planning

1005 Mahone Street
Fredericksburg, VA 22401
(540) 899-3700

ILLUSTRATIVE PLAN

AURA AT SPOTSYLVANIA TOWNE CENTRE
GENERALIZED DEVELOPMENT PLAN
FOR REZONING



DATE : 07-30-19
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DOCUMENT NO.
413-1003

SHEET
5 OF **5**

Keynote Legend

- ① Artificial Turf Recreational Area
- ② Swimming Pool
- ③ Cabana & Outdoor Kitchen
- ④ Outdoor Seating & Fire Pit
- ⑤ Green Space
- ⑥ Street Trees
- ⑦ Lawn
- ⑧ Pool Deck
- ⑨ Parking



COMMUNITY MEETING for Aura at Spotsylvania Towne Centre
July 11, 2019

No.	NAME	PHONE NUMBER	EMAIL ADDRESS	MAILING ADDRESS
1	Jackie Williams		jacwms@hotmail.com	
2	Steve Williams		slwilliams@hotmail.com	
3	Richard Cooper	540 786-8063		805 CHURCHILL DR.
4	CHARLES BARTLEY	186-7183		848 CHURCHILL DR.
5	Va. Austin	786-6833		3399 Bragg Rd. Fred. VA.
6	Bob & CAROL WIDMAN	540 841-0211	WIDMAN@VERIZON.NET	5 WEBSTER CT 22407
7	JOHN SETLOCK	540 786-0206	SETLOCK@COMCAST.NET	515 LINCOLN DR 22407
8	Mike Armstrong	540-810-5533		11803 Hawn Ln Ft Lg. 22407
9	Tommy Nguyen	540-498-2543	Tommy.n.vietpride@gmail	
10	Mary J Pickren	540 903 2280	Pickrenj@yahoo.com	

COMMUNITY MEETING for Aura at Spotsylvania Towne Centre
July 11, 2019

No.	NAME	PHONE NUMBER	EMAIL ADDRESS	MAILING ADDRESS
1	Stephanie Weakley	786-4033	stevieaylor@gmail.com	3209 Waverly Dr. 22407
2	Judi Blalock	786-4359	blalocks@verizon.net	800 Lincoln Dr. 22407
3	JOSEPH CROWLEY	7036755847	JCROW82810@AOL.COM	
4	MARK FERROR	783-868- ~~78~~ 7987	mark.ferror@exit-fredericksburg.com	11928 Cherry Road Fredericksburg, VA 22407
5	Gayle Lake	540 ~~786~~ -8987	mnl+28@verizon.net	10418 Heather Greens Cir Spotsylvania, Va 22553
6	Dan and Kathy Huffman	540-786-3832	danhuffman84@gmail.com KathyLHuffman@gmail.com	3213-Waverly Dr. Fred., VA 22407
7	Tommy & Tina Stevenson	540 786 9816	tina-stevenson@ hotmail.com	3412 Hawthorne Rd Fred. VA 22407
8	AL-Flora Cuffreda	786-3861	Floradora39@Vgn.net	3816 Raynold Ct F'burg VA 22407
9	Alan & Amy Dowell	786 4218	804 ~~Barkley Dr.~~ Adowell8@msn.com	804 Barkley Dr.
10	Raymond B...	541-2874446	leevick987@gmail	

COMMUNITY MEETING for Aura at Spotsylvania Towne Centre
July 11, 2019

No.	NAME	PHONE NUMBER	EMAIL ADDRESS	MAILING ADDRESS
1	Carol Valencik		Ceejay1211@comcast.net	5812 Glen Eagles Dr Fburg 22407
2	Mark + Helen Bradley		m.hbradley@Verizon.net	11703 Grove Ct Fred. VA 22408
3	Raula Agate			11802 Clifton Park Fred. VA 22408
4	Mike & Betty Owens		mbyronowens1954@gmail.com	5830 Glen Eagles Dr, Fburg VA 22407
5	Bill Missell		bmissell@comcast.net	6 M. King CT Spotsy. 22551
6	Scott Smith Carroll Smith		diablomagik@comcast.net	3322 Bragg Rd Fburg VA
7	RICHARD PRUITT	763-409-6573	RICHARDPRUITT@HOTMAIL.COM	66 Buxley CT 22407 FREDERICKSBURG, VA
8	Demetrius D. Davis	540-359-(477)	davisest18@gmail.com	
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COMMUNITY MEETING for Aura at Spotsylvania Towne Centre
July 11, 2019

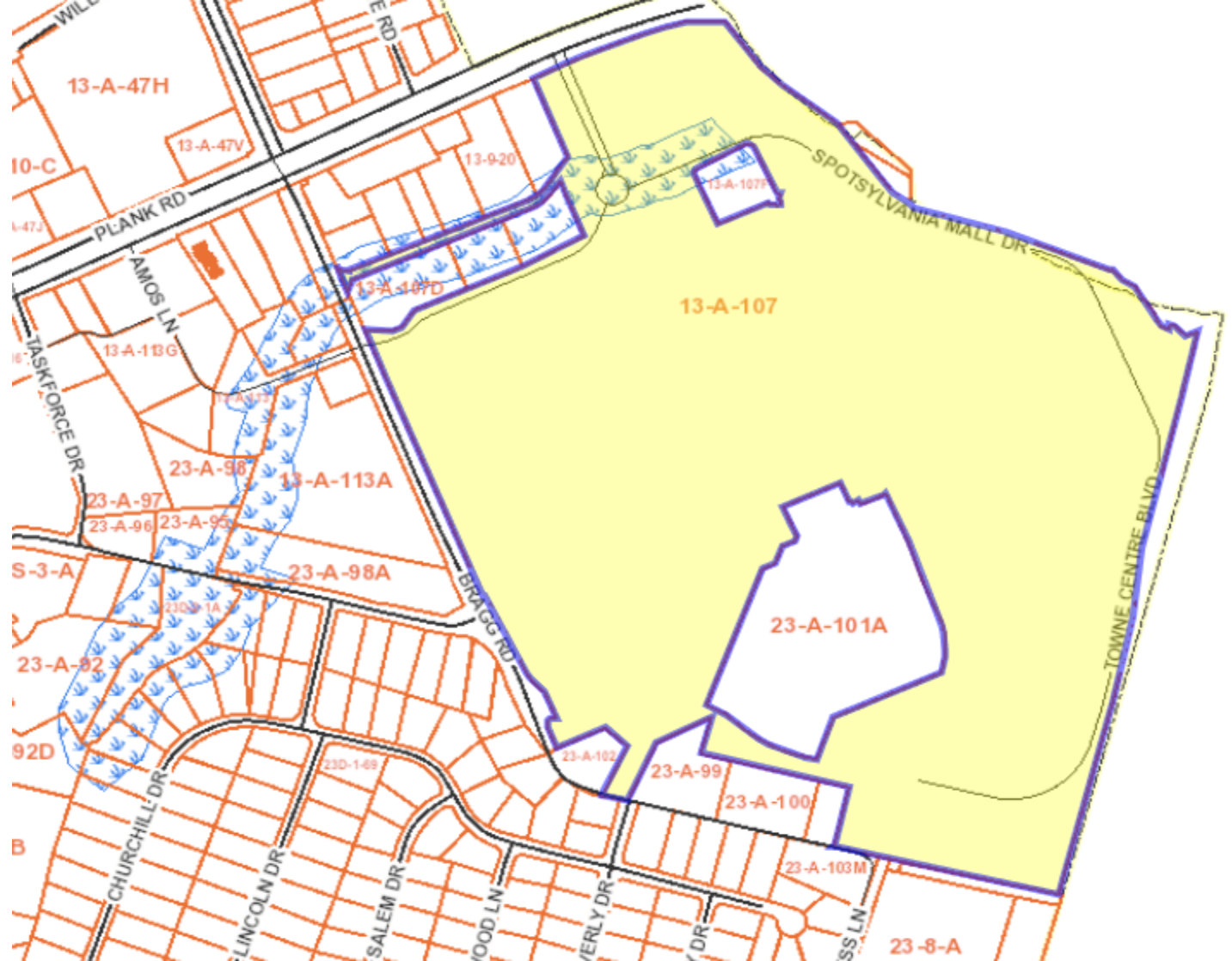
No.	NAME	PHONE NUMBER	EMAIL ADDRESS	MAILING ADDRESS
1	Tim & Donna Drewry	540-408-3299	donnadrewry82@gmail.com	910 Churchill Dr. Fburg Va 22407
2	Brooke & Steve Ferguson	540-786-2202		5610 Glen Eagles Ct Fburg VA 22407
3	Rupert Farley	785-7900	farley20@Verizon.net	
4	John Pruitt	786-3144	jep@pruittco.com	10501 Elys Ford RD FRED. VA 22407
5	Elaine Pruitt	540-255-1068	elaine.pruitt@icloud.com	↓
6	Douglas & Kathleen Marker	786-7568	—	12312 Willow Woods Dr Fred, VA 22407
7	Darhawn Edwards	540 704 0370	Darhawn Sellshomes@gmail	6017 Benevolent St. 22407
8				
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COMMUNITY MEETING for Aura at Spotsylvania Towne Centre
July 11, 2019

No.	NAME	PHONE NUMBER	EMAIL ADDRESS	MAILING ADDRESS
1	Amber Forestier	540 907 3474	Kifarv1@comcast.net	2 Wilson Ct. Pbg. 22407
2	Natalie McKinney	540 429 0857	nataliemck12567@yahoo.com	1003 Wythe Ct Fred Va 22405
3	Sherry H. Hayes	540.4556276	—	PMB #151 7124 Salem Fields Blvd 22407
4	Walter Pennino	540 786-7867	w.pennino@aol.com	4003 Hazel Ct Falm 22407
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**PROJECT
SUMMARY**
PLANNING DEPARTMENT
SPOTSYLVANIA COUNTY,
VIRGINIA

Application#: R19-0013
Date Submitted: 10/21/19
Case Planner: Shannon Fennell



Project Name: Aura at Towne Centre			
Applicant: Bonaventure Investments, LLC; 104 Hume Ave. Alexandria, VA 22301 Wk: 703-373-0906			
Owner: Spotsylvania Mall Co. C/O Warner Mngmnt Co.; 5577 Youngstown Warren Rd. Niles, OH 44446 Wk: 540-786-6660			
Plan Preparer: Fairbanks & Franklin, Inc.; 1005 Mahone St. Fredericksburg, VA 22401 Wk: 540-899-3700			
Zoning: C-2	Proposed Zoning/Use: MU-4/Dev. w/ multi-family&comm	Public Water: YES	Public Sewer: YES
New Bldg Sq Ftg: TBD	Total Site Acres: 110.74	Lots/Units Proposed: 1/2buildings	
Parcel # and Address; TM 13-A-107, 3102 Plank Rd.		Route #: 3	Voting: Courtland
Description: Add mixed use component to an existing commercial development; 271 multi-family units within two buildings. One building having approximately 500 sq ft of retail on the main floor.			

Cc: BOS, PC, County Admin, County Attorney, Economic Development, COE, NPS, Fredericksburg Post Office, REC, Press

Holbert Building Board Room, 9104 Courthouse Road, Spotsylvania VA 22553

MINUTES: December 2, 2020

Call to Order: Mr. Newhouse called the meeting to order at 7:02 p.m.

Members Present:	Mary Lee Carter	Lee Hill
	Jennifer Maddox	Berkeley
	Richard Thompson	Courtland
	Dr. Raymond Bell	Salem
	Jacob Lane	Livingston
	C. Travis Bullock	Battlefield
	Gregg Newhouse	Chancellor

Staff Present: Donna Mayfield, Office Technician, Planning Department
B. Leon Hughes, AICP, Director of Planning & Zoning
Alexandra Spaulding, Senior Assistant County Attorney
Shannon Fennell, Planner III
Paul Agnello, AICP, Traffic Engineer
Jacob Pastwik, AICP, Planner III
Brad Robinson, CZA, Planner II

Announcements:

Mr. Hughes stated that at the December 16th work session, he will be presenting The Crucible project, which is slated for public hearing on January 6, 2021. On December 16th, Kevin Brooks, from the Department of Parks and Rec will be giving a presentation. Mr. Hughes noted that there is a correction to the Planning update. Hazel Glen Run which was previously set to go before the Planning Commission on December 16th, will not be on the agenda that night. The Chancellor Ridge case will be on the agenda that night, instead.

Mr. Hughes stated that there have been a couple of new public hearings filed. There is a case on Mine Rd. which is age restricted, Thornburg Village which is single-family attached and detached project in Thornburg and Thornburg Commons which is another project in Thornburg for single-family attached and detached.

Mr. Hughes reviewed the projects that are going to be on the TRC agenda on December 3rd. The projects are 1) IEBW Training Center which is in the Lee Hill Voting District, 2) 131 Industrial Dr., a building expansion in the Courtland Voting District, 3) Capital Auto in the Battlefield Voting District and 4) Publix on Plank Rd. in the Chancellor Voting District.

Mr. Hughes informed the Commission that on December 16, Jacob Pastwik will be giving a report on the Comprehensive Plan roll out.

Review & Approval of Minutes from November 4, 2020

There were no minutes for the November 4 meeting provided to the Planning Commissioners. Mr. Newhouse stated they will review and vote on those minutes at the next meeting.

Unfinished Business:

Mr. Lane stated that in June the Planning Commission decided to let County Staff move forward on the

changes to the Comprehensive Plan. He asked if there was any update on that. Mr. Hughes stated that it is in process. He stated that Mr. Pastwik will give an update on the new website and its functionality to the Planning Commission on December 16, 2020.

Public Hearing(s):

Mr. Newhouse opened the public hearing.

R19-0013 Spotsylvania Mall Company (Bonaventure Investments, LLC): Requests a rezoning of 4.82 acres a portion of an approximately 110.74-acre parcel from Commercial 2 (C-2) to Mixed Use Low (MU-4) with proffers to allow two multi-family residential buildings containing no more than 271 units and one (1) commercial suite on the first floor of one of the buildings. The property is located at 100 Spotsylvania Mall Drive, near the site of the former Sears department store. The property is located in the Primary Settlement Boundary. The property is designated for Commercial Land Use Development on the Future Land Use Map of the Comprehensive Plan and within in the Airport Overlay District. Tax parcels 13 (A) 107(part). Courtland Voting District.

Ms. Fennell presented the case. She shared a map outlining the parcel, as well as, the project. This project is within in the Airport Overlay District and a portion of this project is in the Highway Corridor Overlay District. The site is bordered on the East by a conservation easement across Towne Centre Blvd. and adjacent to Interstate 95. On the North is a vacant parcel zoned Commercial Highway that is located within the City of Fredericksburg. On the South and West of the parcel are commercially zoned parcels that include Spotsylvania Towne Centre which is zoned C-2. The Generalized Development Plan that was shared shows 2 four story multi-family buildings, that include 91 one bedroom units, 144 two bedroom units, 36 three bedroom units and a 500 square foot commercial unit on the ground floor of one of the multi-family buildings. The development will have 2 points of access along Towne Centre Blvd.; a 4 lane private road. There will be 352 parking spaces provided as required, pedestrian crosswalks throughout the sight providing connections to the Towne Centre and approximately 0.72 acres of open space which is more than the Ordinance required 10%. The open space includes an artificial turf recreational area. There will be 2 swimming pools, a cabana with an outdoor kitchen and outdoor seating with a fire pit. Transitional screening will be provided along Towne Centre Blvd. and interior parking lot landscaping will be provided.

Ms. Fennell presented that the proposal is consistent with the following elements of the Comprehensive Plan:

- A. The proposal is consistent with 6 of the 8 elements of the Comprehensive Plan to include the intent of the primary development boundary.
- B. This project compliments and helps to support commercial development in the area, including to Spotsylvania Towne Centre and the Village at Towne Centre.
- C. Even with the proposed multi-family units, the majority of the land use will remain commercial.
- D. Even though there will be a loss of 4 commercially zoned acres, the greater visibility provided from I-95 will increase visibility for the Village at Towne Centre.
- E. The Transportation Analysis found Level of Service to improve with this development with less traffic than the former use. The improvements are sufficient to support the project and they minimize impacts on the existing network. The Level of Service is projected to move from B to A.

Ms. Fennell presented that the proposal is inconsistent with the following elements of the Comprehensive Plan:

- A. The project is inconsistent with the strict commercial definition of the Comprehensive Plan.
- B. The development is estimated generate approximately 50 students that impact Harrison Rd. Elementary, Chancellor Middle School and Riverbend High School with an estimated 24 elementary, 11 middle and 14 high school students. The project would put Chancellor Middle School over capacity by 4 students.

Ms. Fennell stated that upon review of the Transportation Analysis VDOT and County Transportation staff found:

- o Level of Service is projected to improve;
- o Proposal generates less traffic than the former commercial use;
- o Improvements are sufficient to support the proposed development; and
- o Improvements will minimize impacts on the existing network.

Ms. Fennell stated that the Applicant has submitted an amended Proffer Statement on October 1, 2020, where they committed to do the following:

- o Develop the property performance with the GDP
- o Development of no more than 271 multi-family units and at least 500 square feet of commercial space
- o Architectural features and the materials as shown on the rendering titled Spotsylvania Towne Centre and dated July 3, 2019
- o Cash contributions for Public Safety and Parks and Recreation,
- o Amenities and
- o Pedestrian crosswalks to the adjoining commercial developments

Staff is supportive of these proffers as they are in addition to the ordinance requirements. Since the issuance of the Staff Report, the Applicant has agreed to amend the Proffer Statement to address several concerns raised in the Staff Report. The amendment includes an additional proffer to mitigate the impacts on schools.

Ms. Fennell stated that the Applicant has submitted a Fiscal Impact Analysis which asserts that the project will have positive annual revenues of \$240,601 in real property tax at full build out based on the assessed values of the units. Staff completed a separate fiscal impact analysis utilizing the County's model which projects the Aura development will have a positive fiscal impact of \$165,596.

Staff Recommendation:

Ms. Fennell stated that this project has the potential to serve as a catalyst to bring new activity and investment to this area of the County. The Staff report identified several areas of concern. The Applicant has submitted a draft proffer statement to address the concerns. Based on the Findings in Favor and reasons noted in the staff report, Staff recommends approval of R19-0013 with the submission of a revised proffer statement prior to the Board of Supervisors hearing that address the concerns raised.

Mr. Lane asked if the traffic study was comparing the traffic from the proposed 271 units to the mall when Sears was operating. Mr. Agnello, Traffic Engineer, stated that the trip generation was determined by subtracting the commercial development that was previously occupied by the Sears, then adding the new development to that. The net out of that was a slight reduction in trip generation. Mr. Agnello then stated that the daily trips and the Saturday pm peak trips had a more significant decrease than the weekday. The distribution of traffic with the new development is more even across the week. Because of that you don't have a peak as with a commercial development. That is one of the main reasons the Level of Service increased a little.

Mr. Lane asked how do we know how many trips were in and out of the mall for Sears and what years were looked at for the study. Mr. Agnello stated that the ITE Trip Generation Manual was used for the calculations. There are specific rates for different types of developments. The rate for the Sears type of development was used to calculate the traffic that the Sears type of development would have produced for the 115,000 square feet. The apartments and a little bit of commercial development use the trip generation was calculated for that as well. The difference between the two resulted in a slight decrease with the new development. Saturdays had a more significant decrease than weekdays. Trip generation is not for the future but for existing traffic in an area. The traffic forecast was 2019. The forecast for the build condition was 2022. That was compared with the no build, which was also 2022. The Level of Service for the future was looking out at 2022.

Mr. Lane asked if the traffic study took its numbers from 2019. Mr. Agnello stated that trip generation isn't tied to a specific year. A manual is used that is based on studies from across the country from different years. There's an average of all of those to get the trip rate for different uses. That's how the trip generation was determined. For the traffic the base year was 2019. And 2022 was the build condition. Mr. Lane asked when Sears closed its doors. Ms. Fennell stated that it was early spring of this year, 2020. Mr. Newhouse asked if the traffic study take into account the future use of the Sears space. The traffic study looked at trip generation and then projected what the build situation for the development versus a no build situation and compared those two. The result was a slight decrease across the board in Level of Service.

Mr. Newhouse asked if the no build considered the use of the Sears space. Mr. Agnello stated "Right, by an equivalent commercial use". Mr. Newhouse if the build considered the Sears space. Mr. Agnello stated the build situation considered the Aura development. Mr. Newhouse wanted clarification on the idea that the traffic study that was based on the trip generation manual says that with this development the Level of Service improves. That's because you're taking out 100,000 square feet of the Sears building from the equation. Mr. Agnello stated yes. Mr. Newhouse asked what happens once Aura is built and someone comes and finds a use for the Sears building, what does the traffic look like then? Ms. Fennell state that the Sears building is to be demolished. Mr. Newhouse asked what will happen to that area once Sears is demolished. Ms. Fennell deferred the question to Mr. Charlie Payne, who represents the applicant. Mr. Newhouse stated Mr. Payne could address that when he speaks for the Applicant. Mr. Lane said the people in his district have a hard time believing that a failing, retail, big box chain store like Sears is going to produce more traffic than a 271unit development, some with multiple vehicles. Mr. Agnello stated that the comparison was the by-right commercial developments, which the Sears represented, compared to the Aura development. He stated that it would be a healthy commercial development.

Agent, Charlie Payne, representing the Applicant, stated that Anthony Cafaro, representing the Spotsylvania Mall Company, Jeremy Moss, representing the Applicant, Bonaventure, and Justin Franklin, representing the civil engineer, Fairbanks and Franklin, were also present to answer any questions. Mr. Payne stated that this project is not big enough to require a traffic study. In evaluating the traffic analysis, the VDOT ITE Study was used instead. The ITE study models what a 110,000 square foot commercial building would generate traffic wise. It also models how much traffic a 271unit apartment complex would generate. But, perhaps doesn't take into account what a failing commercial use. It also doesn't take into account a residential development that's right by a retail center where people don't have to get in their car to go out to eat or shop These studies typically are fair in the analysis. Mr. Payne stated that a good portion of the Sears building that's being demolished is going to be for parking.

Mr. Payne began his presentation. The rezoning request is for 4 acres from C-2 to MU-4. The project will include no more than 271 multi-family units, plus commercial uses. The multi-family units will consist of 91 1-bedroom units, 144 2-bedroom units, 36 3-bedroom units and a 500 square foot commercial unit on the ground floor of one of the multi-family units. Due to its proximity to Interstate 95 and the 1.4 Million square foot commercial space, it's not likely to generate many kids. But, the model says that a 271 multi-family units will generate 50 kids. Mr. Payne doesn't find that realistic. The proposed use is

supported by the Comprehensive Plan and conforms to the purposes of MU district. The proposed will generate business activity to the nearby commercial uses. It will expand tax revenue. There was 48,000 square feet of empty space, pre-Covid at the mall. Mr. Payne stated that one way to preserve retail footprint is to bring in residential projects to the area.

Mr. Payne stated that this project has minimal impact on public facilities and services. The project is a fiscally positive project.

Mr. Payne gave the following rezoning purposes:

Rezoning purposes:

- Located in Primary Development Boundary
- Proposed Rezoning: MU-4 District. Mixed use permits retail, office and residential uses
- Project satisfies the Comprehensive Plan policies
- Proposed use conforms to MU-4 District purposes

Mr. Payne stated that the project does have amenities like a cabana, clubhouse and pool. There are pedestrian walkways to the nearby retail spaces. He stated that the units will be high quality, high end units.

Mr. Payne gave the following information for Economic Development:

Fiscal Impact Analysis:

- \$240,601 annually in real property tax
- \$262,975 annually in personal property tax
- Over \$528,360 annually in onsite tax revenues
- \$124,310 annually in offsite taxes
- Approximately 388 new jobs during construction
- Approximately \$16,130,322 in new labor wages

Mr. Payne posed the question, "How will this project benefit the vacant and not vacant sites?" Employment impacts, at the minimum of just 25% occupancy would be \$936,121. Projected net revenue is \$3,577,830 at just 25% occupancy. Mr. Payne stated that this project could have a very positive spinoff fiscally.

Mr. Payne gave the following information on the Transportation Analysis:

- Transportation Analysis:
- Primary access to project via Towne Centre Blvd
- Traffic Impact Analysis (TIA) concludes project will result in net reduction of overall trips
- Recommended traffic improvements based on TIA findings:
 - Pavement marking modifications at Spotsylvania Mall Dr and Towne Centre Blvd roundabout
- No other traffic improvements recommended
- Pedestrian crosswalks will be installed to adjoining commercial developments

Mr. Payne gave the following information on Proffers:

Cash Proffers:

- Total of \$66,395 (paid on a per unit basis of \$245 x 271 units)

Transportation Improvements:

- Installation of pedestrian crosswalks to adjoining commercial developments and internal controls as shown on GDP

Mr. Thompson asked who the landlord was going to be of the rental units Mr. Payne stated that it will

be Bonaventure. Mr. Thompson asked who owns them. Mr. Payne deferred to Mr. Moss to answer that question. Mr. Moss, Vice President of Investments of Bonaventure, stated the The Cafaro Company and Bonaventure will be the co-owners of these units.

Dr. Bell asked what the advantages of this project versus another corporate entity such as Sears. Mr. Anthony Cafaro stated that there's a surplus of the large corporate entities, as well as, enclosed malls and brick and mortar retail stores in general. Dr. Bell asked if our Economic Development department was contacted before the project started and would they agree with that statement. Mr. Cafaro stated that that's not typically how it's done. He stated that the mall his family created 40 years ago is no longer the way things are done. Retailers and restaurants want to see what they are doing in other communities where other malls are successful. They see Spotsylvania Towne Centre as a mall having too many department stores. Mr. Cafaro believes that housing and apartments, especially at the highest level that the market can support.

Mr. Newhouse asked what the future plan for the mall is. He stated that it's going to be a problem if they continue to chop up the mall for additional residential housing. Mr. Newhouse would like to see more of a concept of what the Applicant would like to do with the mall. Mr. Cafaro stated that there are no plans to add additional residential housing to the mall. He stated that his company always strives to do the highest and the best for their properties and the community. He said that they would like to redevelop aspects of the property when appropriate based upon current market trends and demands. They would pursue higher end grocery stores and restaurants.

Mr. Thompson asked if they had considered bringing in a large hotel chain like The Radisson. Mr. Thompson believes the property should remain commercial. Mr. Cafaro stated that he's been in contact with several hotel chains and it's not likely that there will be any hotels built in the foreseeable future, 24-36 months, post Covid. And due to the hotel rates, there's just no interest from the large hotel chains.

Mr. Bell asked for clarification on there being more housing added to the mall area. Mr. Cafaro stated there are no plans in the future for additional housing on the mall site. He couldn't say there will never be any housing, but there are no plans for that at this time.

Mr. Payne readdressed Mr. Bell's concerns about the Cafaro Company approaching Economic Development. Mr. Payne stated that typically, Economic Development reaches out to developers to see if there is an opportunity to work with the developer to bring business' in to the county and not the other way around. Mr. Payne stated that the mall has been the number 1 tax generator in the county for over 40 years. It has helped build schools, fire stations and roads. Mr. Bell stated that he had just wondered if there had been any collaboration with Economic Development.

Mr. Newhouse opened the floor for public comment. Mr. Hughes read the rules for public comments.

Speaking in favor or opposition:

Public Comment Against:

Scott Smith from the Courtland District spoke against the project. He's concerned primarily with the addition of more traffic. Rt. 3 traffic hasn't decreased, even with Sears failing. Originally, they were promised a grocery store, but that never happened. Residents at Aura will have to drive out to get to a grocery store and offsite restaurants which will increase traffic even more. The property was originally residential. He doesn't feel that there's enough amenities on site to get potential renters of Aura to spend high rents in Spotsylvania County. He'd like to see a different project, like an office building, come in to the site where Aura is planned. He asked Planning Commissioners to vote no on this project.

Carroll Anne Smith from the Courtland District spoke against the project. She moved to Spotsylvania from Fairfax County 24 years ago. She saw Fairfax grow into something she wasn't happy with and she's seeing the same thing in Spotsylvania County now. She's against bringing in Whole Foods and Trader

Joe's because she doesn't believe residents of the county can afford to shop at those types of high end stores. She asked why condominiums aren't being considered instead of apartments. She believes apartments depreciate in value and eventually bring low income and crime. She stated that traffic is terrible around Christmas time trying to get in and out of her subdivision which is adjacent to the mall. She believes the rents for the project are way too high for anyone to realistically afford.

Public Comment in Favor:

Walter Pennino from the Courtland District spoke in favor of the project. He stated that he's been a resident of Waverly Village, directly behind the mall, since 1975. He states that the mall paid for his kid's schools and kept tax rates down. There's nothing that can fill the spot that Sears once held. The rents that will be charged for Aura are in the ballpark, or well below, rents of other complexes in the county.

Mr. Hughes read four (4) letters of opposition from Doug and Nancy Craig, Courtland district, John and Shirley Hall, Courtland District, Bobbi Schell, Courtland District, and Gordon and Marlene Bredel, Courtland District.

Mr. Payne that the mall site is a legacy development that needs a creative component in order to sustain the revenue on the mall site. The model has to change. Traffic is being reduced with the new project. New jobs are being created. The area is saturated with retail stores. Aura is a creative, sustainable solution to the problem.

Mr. Newhouse closed the public hearing and asked for a motion.

Mr. Thompson stated that this piece of property is too close to I-95 and it's a vital commercial space. Adding more people renting housing in the area isn't the answer. Mr. Thompson recommended denial of R19-0013 to the Board of Supervisors.

Mr. Lane stated that when you fail to change your business plan, you get left behind, like Blockbuster Video did. The \$245 per unit in proffers, makes it look like a bailout for the mall. Mr. Lane seconded Mr. Thompson's motion.

Mr. Newhouse stated that he is in support of the project. That a different model is needed.

Ms. Carter, speaking in favor of the project, stated that young people and seniors are choosing to live in rental properties these days. They are supporting the Central Park area. The mall has been a blessing to the county. It is sad that so many retailers and restaurants haven't been successful there. Ms. Carter recently learned that the county has a bond rating by AAA.

Dr. Bell asked Mr. Thompson on some clarification of why he isn't in support of the project. Mr. Thompson stated that rooftops aren't the answer. Mr. Thompson is looking for something that's going to bring the tax rate down.

Ms. Maddox, speaking in support of this project, stated she doesn't see this as a bailout of the mall. Rooftops are needed to bring in revenue at the mall. But, she believes young people are looking for rentals. And she believes the rental rates are in the right area. She'd support a grocery store at the mall. She was educated in Spotsylvania County because of the mall.

Motion and vote: On a motion by Mr. Thompson, seconded by Mr. Lane, he/she made a recommendation for denial of the rezoning request R19-0013.

VOTE:

Ayes: 3 Dr. Bell, Mr. Lane, and Mr. Thompson
Nays: 4 Ms. Carter, Mr. Bullock, Ms. Maddox and Mr. Newhouse
Absent: 0
Abstain: 0

Mr. Newhouse stated the motion is denied. Mr. Newhouse made a motion to approve R19-0013 with proffers updated prior to the Board of Supervisors hearing.

Motion and vote: On a motion by Mr. Newhouse, seconded by Mr. Bullock, he/she made a recommendation for approval of the rezoning request R19-0013 with proffers updated prior to the Board of Supervisors hearing.

VOTE:

Ayes: 4 Ms. Carter, Mr. Bullock, Ms. Maddox and Mr. Newhouse
Nays: 3 Dr. Bell, Mr. Lane, and Mr. Thompson
Absent: 0
Abstain: 0

Mr. Newhouse stated the motion passed.

New Business:

Mr. Hughes stated that Applicants for The Crucible have invited the Planning Commission Members to a site visit of the facility in Stafford prior to December 16th. If anyone has an interest, they need to reach out to Mr. Hughes.

Motion and vote: On a motion by Mr. Lane, seconded by Mr. Thompson, the Commission voted to adjourn.

Adjournment:

The meeting adjourned at 8:29 p.m.

Donna L. Mayfield
Donna L. Mayfield

December 2, 2020
Date

(To: Display Advertising (Classified Section))

Please run the following ad on **Tuesday January 12, 2021 and Tuesday, January 19, 2021** in the **Free Lance-Star**. with the usual format: bold border; Spotsylvania County seal; 2 columns wide; underline as shown; larger, darker print for underlined portions. (Ref. P O # 9518)

PUBLIC NOTICE

The Spotsylvania County Board of Supervisors will hold a public hearing at 6:00 p.m. on Tuesday, January 26, 2021 in the Holbert Building located at 9104 Courthouse Road, Spotsylvania, Va. 22553, to consider the following:

Rezoning

R19-0013 Spotsylvania Mall Company (Bonaventure Investments, LLC): Requests a rezoning of 4.82 acres a portion of an approximately 110.74 acre parcel from Commercial 2 (C-2) to Mixed Use Low (MU-4) with proffers to allow two multi-family residential buildings containing no more than 271 units and one (1) commercial suite on the first floor of one of the buildings. The property is located at 100 Spotsylvania Mall Drive, near the site of the former Sears department store. The property is located in the Primary Settlement Boundary. The property is designated for Commercial Land Use Development on the Future Land Use Map of the Comprehensive Plan and within in the Airport Overlay District. Tax parcels 13 (A) 107(part). Courtland Voting District.

Persons interested may appear and present their views at the public hearing described above or submit written comments in accordance with the Revised Public Hearing Procedures During the Coronavirus Emergency. Any public hearing cases, including any ordinances as applicable, are on file and available in the Planning Department, located at 9019 Old Battlefield Blvd, 3rd Floor, Spotsylvania, Virginia, 22553; (540) 507-7434, and may be inspected between 8:00 a.m. and 4:30 p.m., Monday through Friday. The Board of Supervisors encourages the participation of all interested County citizens. For those with special needs, please notify the Office of the County Administrator of any accommodations you may require at least five days before the meeting you wish to attend.

Revised Public Hearing Procedures During the Coronavirus Emergency

- For your safety and the safety of the community at large during this on-going coronavirus emergency, citizens wishing to comment are HIGHLY ENCOURAGED to submit written comments to be read into the public record by County staff in front of the Board at the televised hearings rather than attending in person.
- Those desiring to submit written comments to be read publically to the Board may do so immediately by going to the following website <https://www.spotsylvania.va.us/FormCenter/County-Administration-34/BOS-Public-Comments-92>, or by placing written comments in the Treasurer's Office drop box outside the Holbert Building at 9104 Courthouse Road, Spotsylvania, VA 22553. Comments submitted via the Treasurer's Office drop box should be in a sealed envelope which is clearly marked with the case number or case name.
- Additionally, comments may be mailed to the attention of Aimee Mann at PO Box 99, Spotsylvania, VA 22553. Mailed comments must be received by close of business on the Monday prior to the BOS meeting date in order for them to be read into the public record at the hearing.
- Submissions of written comments must include the citizen's name and voting district. Please construct your written comments in such manner that they are limited to three (3) minutes when read at a typical oral reading pace. For comments provided in representation of a group, the time limit is five (5) minutes.

- Citizens choosing to attend in person will be required to maintain recommended social distancing at all times and will be guided by County staff in accomplishing this. If you or a member of your family is sick, in the interest of public health, you are **STRONGLY ENCOURAGED** not to attend in person, but rather submit your comments in writing to be read aloud and heard by the Board during the public hearing.

By the Spotsylvania County Board of Supervisors

DRAFT APPROVAL

At a meeting of the Spotsylvania County Board of Supervisors held on January 26, 2021 on a motion by _____ and passed __-__, the Board adopts the following ordinance:

AN ORDINANCE No. RO19-0013

To amend the zoning map to rezone approximately 4.82 acres from Commercial 2 (C-2) to Mixed Use Low (MU-4)

PUBLIC HEARING: January 26, 2021

WHEREAS, Spotsylvania Mall Company (Bonaventure Investments, LLC), requests the rezoning of approximately 4.82 acres from Commercial 2 (C-2) to Mixed Use Low (MU-4) with proffers for a residential development of two multi-family residential buildings containing no more than 271 units and one (1) commercial suite on the first floor of one of the buildings. The parcel is addressed as 100 Spotsylvania Mall Drive. The property is located the Primary Settlement Boundary. The property is designated for Commercial Land Use Development on the Future Land Use Map of the Comprehensive Plan and within in the Airport Overlay District. Tax parcel 13 (A) 107(part), Courtland Voting District; and

WHEREAS, staff has reviewed the subject application and recommends approval of the rezoning as stated in the staff report and executive summary; and

WHEREAS, the Spotsylvania County Planning Commission held a public hearing on December 2, 2020, duly advertised in a local newspaper for a period of two weeks, and interested citizens were given an opportunity to be heard; and

WHEREAS, the Spotsylvania County Planning Commission recommended approval of the project, with proffers to include an additional \$28,000 for Schools as proffered by the owner at the public hearing with a vote of 4-3; and

WHEREAS, the Spotsylvania County Board of Supervisors held a public hearing on January 26, 2021, duly advertised in a local newspaper for a period of two weeks, and interested citizens were given an opportunity to be heard; and

WHEREAS, the general welfare and good zoning practice are served by approval of the rezoning application.

NOW, THEREFORE, THE SPOTSYLVANIA COUNTY BOARD OF SUPERVISORS

HEREBY ORDAINS:

§ 1. That the property known as Tax Parcel 13-A-107(part) currently zoned Commercial 2 (C-2) is rezoned to Mixed Use Low (MU-4) with the proffered conditions.

§ 2. The Spotsylvania County Board of Supervisors' approval and adoption of any conditions does not relieve the applicant and/or subsequent owners from compliance with the provisions of any applicable Spotsylvania County Ordinances, rules, regulations, or adopted standards. To the extent anything in this rezoning is less restrictive than the County's Ordinances, or its rules, regulations, or adopted standards, the lessened restriction shall be void and the County's Ordinances, or its rules, regulations, or adopted standards shall control and be applicable to the rezoning.

§ 3. This ordinance shall be in force and effect upon adoption.

AYES: _____ NOES: _____ ABSTAIN: _____

ADOPTED: _____ REJECTED: _____ STRICKEN: _____

DRAFT DENIAL

At a meeting of the Spotsylvania County Board of Supervisors held on January 26, 2021 on a motion by _____, seconded by _____ and passed _____, the Board adopted the following resolution:

RESOLUTION NO. 2021-_____

Denial – R19-0013

WHEREAS, Spotsylvania Mall Company (Bonaventure Investments, LLC), requests the rezoning of approximately 4.82 acres from Commercial 2 (C-2) to Mixed Use Low (MU-4) with proffers for a residential development of two multi-family residential buildings containing no more than 271 units and one (1) commercial suite on the first floor of one of the buildings. The parcel is addressed as 100 Spotsylvania Mall Drive. The property is located the Primary Settlement Boundary. The property is designated for Commercial Land Use Development on the Future Land Use Map of the Comprehensive Plan and within in the Airport Overlay District. Tax parcel 13 (A) 107(part), Courtland Voting District; and

WHEREAS, staff has reviewed the subject application and recommends approval of the rezoning as stated in the staff report and executive summary; and

WHEREAS, the Spotsylvania County Planning Commission held a public hearing on December 2, 2020, duly advertised in a local newspaper for a period of two weeks, and interested citizens were given an opportunity to be heard; and

WHEREAS, the Spotsylvania County Planning Commission recommended approval of the project, with proffers to include an additional \$28,000 for Schools as proffered by the owner at the public hearing with a vote of 4-3; and

WHEREAS, the Spotsylvania County Board of Supervisors held a public hearing on January 26, 2021, duly advertised in a local newspaper for a period of two weeks, and interested citizens were given an opportunity to be heard; and

WHEREAS, the general welfare and good zoning practice are served by denial of the rezoning application.

NOW, THEREFORE, BE IT RESOLVED that the Spotsylvania County Board of Supervisors does hereby deny rezoning application R19-0013.

(SEAL)

A COPY TESTE: _____

Aimee Mann

Deputy Clerk to the Board of Supervisors

Shannon D. Fennell

Subject: FW: [EXTERNAL]: Rezoning: R19-0013 Spotsylvania Mall Company

From: Gordon Bredele [\[mailto:gandmbredel@gmail.com\]](mailto:gandmbredel@gmail.com)
Sent: Monday, November 30, 2020 11:55 AM
To: Paulette Mann <PMann@spotsylvania.va.us>
Subject: [EXTERNAL]: Rezoning: R19-0013 Spotsylvania Mall Company

CAUTION: This email originated from an external source. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.

Paulette,

We live in Waverly Village behind the Towne Center. The traffic is bumper to bumper during both morning and evening rush hours on route three both ways east from west of Salem Church road to Fredericksburg and west bound from I95 to Salam Church Road. The traffic on the weekends look like rush hour all day Saturday and Sunday. Having 271 residential buildings will add an additional 271 to 542 or more vehicles to that area of the county which will bring route three to total grid lock for everyone.

We are totally opposed the rezounding fo all the reasons stated above. The County should be looking into how to create better access to this area as there is no viable infrastructure presently. You keep putting more and more subdivisions without creating viable infrastructure to get people to and from the Shopping areas in the county.

Gordon and Marlene Bredele
820 Churchill Drive

--

This email was Malware checked by Sophos <http://www.sophos.com>

November 30, 2020

John & Shirley Hall

1012 Dewberry Drive

Fredericksburg, VA 22407

Wilburn Farms Subdivision

As an owner of property in the Wilburn Farms subdivision, we are overly concerned regarding two multi-family residential buildings being built near the site of the former Sears department store. The traffic currently on Route 3 is overwhelmed with congestion every day. To contribute to this traffic with approximately 271 potential apartment units would add to an already overcrowded highway. On any weekend, traffic is bump to bump, whether it being headed east or west on Route 3. Holidays are even worse. You have traffic headed west on Route 3 that will turn right onto Bragg Road and make a U-turn at the Patriot Bank, to only get back on Route 3 to avoid the red light. There have been accidents at this traffic light (Bragg Rd and Wills Way) on several occasions. Property owners coming out of the subdivision must yield, even when they have a green light, to those making a U-turn to avoid a head on collision. In addition, traffic will cut through Wilburn Farms to avoid backups on Route 3 heading east to avoid the stream of traffic.

Therefore, for the safety of the community of Wilburn Farms and as a property owner for 33 years, what will Bonaventure Investments, LLC, being doing to assist in the additional traffic that will surly attribute to an already overwhelming highway?

Respectfully

John & Shirley Hall

Shannon D. Fennell

Subject: FW: [EXTERNAL]: Spotsylvania Mall Apartments

Begin forwarded message:

From: Bobbi Schell <gemsjim@yahoo.com>
Date: December 2, 2020 at 11:40:00 AM EST
To: Paulette Mann <PMann@spotsylvania.va.us>
Cc: David Ross <David.Ross@spotsylvania.va.us>, David Ross
<David.Ross@spotsylvania.va.us>
Subject: [EXTERNAL]: Spotsylvania Mall Apartments

CAUTION: This email originated from an external source. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.

I disapprove of the apartments being proposed where Sears was located because of the traffic added to Route 3, to the parking situation it will create, and having a three story building in the mall will be an eyesore.

Barbara Schell
Waverly Village
Courtland Voting District

--

This email was Malware checked by Sophos <http://www.sophos.com>

Shannon D. Fennell

Subject: FW: [EXTERNAL]: Rezoning Request R19-0013

From: DOUG CRAIG <DCRAIG3529@msn.com>

Date: December 1, 2020 at 11:29:45 PM EST

To: Paulette Mann <PMann@spotsylvania.va.us>

Subject: [EXTERNAL]: Rezoning Request R19-0013

CAUTION: This email originated from an external source. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.

Thank you so much for accepting comments for the Planning Commission meeting. Based on discussions with neighbors here in Waverly Village, we would like to advise the Committee

Members of the following concerns:

Traffic congestion. The current situation taxes the roads around the Spotsylvania Mall and is unacceptable at the circle, the outlet onto Bragg road, and the rear entrance. Last Sunday we saw motorists backed up from Route 3 into the circle and onto the ring road of the mall. The circle in particular is already outdated.

The roads need to be expanded and re-designed before more permanent residents and traffic are added.

Future Expansion. This request would open the door for requests to rezone more acreage at a later date. The area residents do not favor a decrease in shopping in this area. The requested area of 110.74 seems rather excessive. The rezoning would not stop the exodus from the mall. The owners of the mall made promises at the last request for expansion. Parking to date is also lacking in the Village area.

County Costs/Impact. The fact that the Mall is private property makes a different situation regarding fire, police, education, rescue and other County services. Actions by the applicant should address costs to the County to offset impact and the decrease in property taxes if approved. We pay for County Services . Bragg Road extended should be accepted into the state system since it is the prime exit from Waverly Village and Maple Grove, Avalon Woods and others to Route 3, Central Park and I95.. Just do a traffic count on Task Force Drive and the Mall private road during the

Christmas season. Then add Task Force Drive totals to the Mall road if there was an emergency on either road.

Current Flaws. The entry/exit road into the back of the mall was not designed as promised by the mall owners. The County allowed a state road (710) to terminate at a STOP sign. This allowed a private road to traverse a portion of route 710 (maintained by VDOT) into the ring road on the mall. The portion of Rt. 710 that passed by Waverly Drive and the private road was renamed Bragg Road. A STOP sign was install for traffic from Waverly Drive onto this ring road entry to allow direct access For mall traffic. This created a growing, exasperating backup for exiting from the subdivisions and others.. It also prohibits an exit from the rear of the mall road into Waverly Village. Motorists must go to Maple Grove Drive (Rt. 710) turn left after yielding to traffic on a private road and then take a left onto Lincoln Drive, again against traffic.

Past Rezoning. The last expansion request by the Mall company was filled with proffers and promises. Based on a faulty offer of a road to Harrison road noted by the Va. Attorney General, the expansion was grated without any proffers. Perhaps the prior request with past proffers COULD BE A BLUEPRINT FOR APPROVAL OR REJECTION OF R19-0013.

We have confidence that the Commission will fairly determine the value of this rezoning to the benefit to our County and its citizens.

Thank you for your attention

Doug/Nancy Craig
3529 Waverly Drive

--

This email was Malware checked by Sophos <http://www.sophos.com>

Shannon D. Fennell

Subject: FW: [EXTERNAL]: rezoning r19-0013 spotsy mall

Begin forwarded message:

From: "B. Jani" <brjani1@hotmail.com>
Date: December 20, 2020 at 2:39:31 PM EST
To: Paulette Mann <PMann@spotsylvania.va.us>
Cc: "B. Jani" <brjani1@hotmail.com>
Subject: RE: [EXTERNAL]: rezoning r19-0013 spotsy mall

CAUTION: This email originated from an external source. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.

Hi paulette,

As a concerned resident who patronizes the mall establishments and having my ophthalmology practice near the location of interest my concerns are :

1. How is the extra traffic going to be accounted for ? we will be adding multiple apartments with multiple cars with no new infrastructure to support this
2. I want to make sure patients of mine have the ability not to get stuck in traffic jams due to poor road infrastructure.

Thank you for including these comments for the hearing. If there is additional information, I can provide please let me know. If the concerns I raise have been addressed in the proposal please send to me for review.

Thanks

Dr jani

From: Paulette Mann <PMann@spotsylvania.va.us>
Sent: Wednesday, December 16, 2020 2:16 PM
To: B. Jani <brjani1@hotmail.com>
Subject: RE: [EXTERNAL]: rezoning r19-0013 spotsy mall

Hi there.

Yes the case is still open for comment. It will be going to the Board of Supervisors for a second hearing. The first hearing was with the Planning Commission and they voted 4-3 recommending approval to the Board of Supervisors, as they are an advisory board.

Paulette

Paulette Mann
Office Manager
Department of Planning & Zoning
9019 Old Battlefield Blvd, Suite 320
Spotsylvania, Virginia 22553
(540) 507-7447
pmann@spotsylvania.va.us



From: B. Jani [<mailto:brjani1@hotmail.com>]
Sent: Sunday, December 13, 2020 8:36 PM
To: Paulette Mann <PMann@spotsylvania.va.us>
Subject: [EXTERNAL]: rezoning r19-0013 spotsy mall

CAUTION: This email originated from an external source. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.

Hi Paulette,

I unfortunately missed the public hearing meeting. Is this case still open for comment and discussion. Has it been rezoned already ?

Thanks

Dr jani

Binoy Jani
Spotsylvania County

--

This email was Malware checked by Sophos <http://www.sophos.com>

Shannon D. Fennell

Subject: FW: [EXTERNAL]: rezoning r19-0013 spotsy mall

From: B. Jani [<mailto:brjani1@hotmail.com>]
Sent: Sunday, December 20, 2020 2:39 PM
To: Paulette Mann <PMann@spotsylvania.va.us>
Cc: B. Jani <brjani1@hotmail.com>
Subject: RE: [EXTERNAL]: rezoning r19-0013 spotsy mall

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Paulette

Paulette Mann
Office Manager
Department of Planning & Zoning
9019 Old Battlefield Blvd, Suite 320

Spotsylvania, Virginia 22553
(540) 507-7447
pmann@spotsylvania.va.us



From: B. Jani [<mailto:brjani1@hotmail.com>]
Sent: Sunday, December 13, 2020 8:36 PM
To: Paulette Mann <PMann@spotsylvania.va.us>
Subject: [EXTERNAL]: rezoning r19-0013 spotsy mall

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Thanks

Dr jani

Binoy Jani
Spotsylvania County

--

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Shannon D. Fennell

Subject: FW: [EXTERNAL]: FW: REZONING SPOTSYLVANIA MALL

From: elizabeth smith [mailto:lizzard07@msn.com]
Sent: Thursday, December 3, 2020 8:51 AM
To: Shannon D. Fennell <SFennell@spotsylvania.va.us>
Subject: [EXTERNAL]: FW: REZONING SPOTSYLVANIA MALL

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Lizz Smith <lizzymk07@gmail.com>
Date: 12/2/20 6:01 PM (GMT-05:00)
To: David.Ross@spotsylvania.va.us, Richard.Thompson@spotylvania.va.us
Subject: REZONING SPOTSYLVANIA MALL

To: Spotsylvania Planning Commission
From: Elizabeth W Smith
Waverly Village 7th District
5408406068

Dear Sir and or Madame,

First of all I did not even get your letter until late Friday Evening....so there was no way a letter would reach you by Monday. I had planned on coming in person but due to health concerns changed my mind.

I am adamantly against this. Anyone who lives close to the mall knows how bad the traffic can get now we are going to add a couple hundred more people to the mix?

It is very important you understand we do not want this for our community. This will be the death of the mall. Most of us like the convenience of shopping near by, if the mall owners are allowed to take commercial property and rezone for apartments that affects our tax base for the county. Our taxes are high enough , this county cannot afford to lose one inch of commercial property. A great deal of the country's tax revenues come from commercial property. Apartments at the mall is a very bad deal for the residents all the way around. I have lived in apartments and I will tell you when you have people living on top of each other it is a powder keg...domestic violence, drugs, gangs of kids, etc....these people don't have any financial investment in these properties thus can create issues with trash, loitering, vehicle abandonment, gangs etc.....which is not as likely in residential areas that are separate

from commercial property. I PAY TAXES FOR MY HOME THESE PEOPLE WON'T AND MINE WILL GO UP BECAUSE OF THEM, I have a 32 yr old son with Autism who walks to the mall daily to the book store and rarely sees others going to and from this area...but with the influx it will undoubtedly change...this impacts our safety how would you feel if we planted an apartment building in your back yard???

Sincerely

Elizabeth Smith

--

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**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date: January 26, 2021

Title: VDOT Report

Agenda Title: VDOT Report

Recommendation: n/a

Summary: VDOT will present their report to the Board.

Financial Impact: n/a

Staff Contacts: Paul Agnello, Assistant Director for Transportation Planning

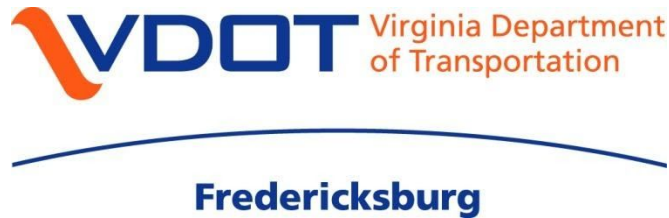
Legal Counsel: n/a

Additional Background/Other Considerations: The report is forth coming.

Consequence of Denial/Inaction: n/a

ATTACHMENTS:

File Name	Description	Type
VDOT_Report_-_January_2021.pdf	VDOT Report	Backup Material
Copy_of_SmartScale_Rnd4_Results_Summary-VDOT.xlsx	Copy of Smart Scale Results	Backup Material
Smart_Scale_Round4_Summary.pdf	Smart Scale Round 4	Backup Material
CTB_Results.pdf	CTB Results	Backup Material



**Spotsylvania County Board of Supervisors
January 2021 - VDOT Transportation Briefing**

Regional Projects of significance:

- **Construction –**
 - **I-95 Southbound River Crossing (UC 101595)**
 - Funding source: Smart Scale, RSTP, Interstate
 - Construct three new I-95 southbound lanes in the current median of I-95 for through traffic and convert existing southbound general-purpose lanes to collector-distributor lanes.
 - Bridge beams currently being set on the south side of the new Bridge
 - Construction by Wagman Heavy Civil ongoing
 - **I-95 Northbound River Crossing (UPC 105510)**
 - Construct CD Lanes and Bridges on Northbound I-95 over Rappahannock River from Exit 130 (RTE 3) to Exit 133 (RTE 17). Interchange improvements at Exit 133.
 - Project awarded to Wagman Heavy Civil
 - Construction has started (Stafford side)

Battlefield District, Christopher J. Yakabowski

- **Construction –** No active projects to report on
- **Preliminary Engineering –**
 - **I-95 Exit 126, Route 1 SB onto Southpoint Parkway (UPC 110914)**
 - Funding source: Smart Scale
 - Public hearing held Tuesday, March 19 at Spotswood Elementary School.
 - Right of Way acquisition underway.
 - **Begin construction early 2022**
 - **Route 711 Southpoint Parkway crossover conversion (UPC 109516)**
 - Funding source: HSIP
 - Project is being developed with UPC 110914 (above) and will be advertised with it.
 - **Route 1 Bus. Lafayette Blvd. turn lane ext. at Harrison Rd (UPC 110913)**
 - Funding source: HSIP, CMAQ
 - **Right of Way acquisition complete.**
 - **Project submitted for March Advertisement**

- **Route 636 208/Hood Drive Intersection improvements (UPC 110987)**

- Funding source: Smart Scale, CMAQ
- Design work ongoing
- Right of Way submittal anticipated in March
- Current advertisement is late 2022

Berkeley District, Kevin W. Marshall, Vice Chairman

- **Construction** – No active projects to report on
- **Preliminary Engineering**
 - **Route 606 (Mudd Tavern Road) Roadway Improvements West of I-95 (UPC 105464)**
 - Funding source: Smart Scale, Revenue Sharing
 - Working on funding scenarios to allow construction of complete access road with the Route 606 construction
 - Once we get commitment of funds and resolution from the county, 13 months out from advertisement

Chancellor District, Timothy J. McLaughlin

- **Construction** –
- **Preliminary Engineering** –
 - **Route 620 (Harrison Road) Reconstruction (UPC 107141)**
 - Funding source: Revenue Sharing
 - 60% plan design review this month
 - Right of Way authorization expected in June of 2021
 - **Old Plank at Ashleigh offset right turn lane (UPC 110898)**
 - Funding source: HSIP
 - Right of Way phase underway
 - **Route 610 - Old Plank Road/Andora Drive Round-a-bout (UPC t24427)**
 - Funding source: SSYP, Local
 - Right of Way acquisition underway
 - Current Ad is 2026

Courtland District, David Ross

- **Construction** – No active projects to report on
- **Preliminary Engineering** –
 - **Route 3 Operational improvements (UPC 113172)**
 - Funding source: Revenue Sharing
 - Project will eliminate the current turn lane bump outs on Route 3 west bound which will provide capacity and increase traffic flow
 - Virtual Public Hearing held January 6, 2021
 - Current Advertisement date is January 2024

Lee Hill District, Gary F. Skinner, Chairman

- **Construction –**
 - **Route 17 Bridge over the CSX (UPC 115729)**
 - Funding source: Bridge Maintenance
 - Bridge Rehab / Beam repairs
 - Construction is underway
 - Projected to be completed by Fall of 2021
- **Preliminary Engineering –**
 - **Route 17 (Mills Drive) Bridge replacement and Roadway widening (UPC 107140)**
 - Funding source: Smart Scale, Revenue Sharing
 - Project will replace structurally deficient Bridge over 95 and widen Route 17 to four lanes to Hospital Blvd
 - Project Awarded to Fielder's Choice Enterprises, Inc.
 - Construction is underway
 - **Commonwealth Drive Commuter Parking Lot (UPC 109474)**
 - Funding source: Smart Scale
 - Project to build a new a new Park & Ride lot near Route 1 and Commonwealth Drive
 - Current advertisement date is February 2021
 - **Route 1 and Market Street Turn Lane (UPC 115614)**
 - Funding source: RSTP, CMAQ
 - Project will address safety and mobility by adding turn lanes and improving the Intersection
 - Willingness just closed.
 - Current advertisement is November 2023

Livingston District, Barry K. Jett

- **Construction –** No active project to report on
- **Preliminary Engineering –**
 - Rural Rustic hard surfacing of Parker Lane. Prep work this winter in preparation for hard surfacing spring/early summer of 2021.
 - Rural Rustic Mallard Point Lane. Environmental clearance this winter, prep work and hard surfacing summer 2021.

Salem District, – Dr. Deborah H. Frazier

- **Construction –** No active project to report on
- **Preliminary Engineering –** No active project to report on

Maintenance Activities:

- **Pipe Replacement**
 - Appaloosa Rd - project complete
- **Special Projects**
 - Route 1 underdrain installation near Hickory Ridge Rd- Project now complete
 - Route 3 underdrain installation near Gordon Rd P&R- Marking utilities

Maintenance request/concerns can be reported by phone at 1-540-899-4300 or via the web at <https://my.vdot.virginia.gov/>

Contacts for questions or concerns:

Kyle S. Bates, P.E.
Fredericksburg Residency Engineer
(540) 899-4447
kyle.bates@vdot.virginia.gov

Carolyn Oster, P.E.
Asst. Residency Engineer, Land Use
(540) 654-1973
Carolyn.oster@vdot.virginia.gov

Jonathan Rumbaugh, EIT
Assistant Residency Administrator - Maintenance
(540) 654-3181
jonathan.rumbaugh@vdot.virginia.gov

SMART SCALE Round 4
Draft Staff Recommended Funding Scenario

District Rank	State Rank	DISPLAY_ID	DISTRICT	ORGANIZATION	DESCRIPTION	NEED	PROJECT_TYPE	DGP	HPP	Project Total Cost	SMART SCALE \$ Request	Project Benefit Score	SMART SCALE Score	(1) DGP	(2) HPP	(3) HPP	Comment
1	12	6867	Fredericksburg	Fredericksburg Area MPO	Route 208 Operational and Multimodal Improvements	RN	Highway		x	14,099,460	7,749,460	19.44	25.08		\$ 7,749,460		Top Score in the District & #12 in the State
2	25	6874	Fredericksburg	Fredericksburg City	U.S. Route 1 STARS - Augustine Avenue Intersection	CoSS	Highway	x	x	2,692,587	2,692,587	3.63	13.48	2,692,587			
3	29	7076	Fredericksburg	Caroline County	Town of Bowling Green US 301/Chase Street	CoSS	Highway	x	x	11,800,768	11,800,768	13.75	11.65	\$ 11,800,768			
4	30	6719	Fredericksburg	Fredericksburg Area MPO	Lafayette Boulevard Multimodal Improvements	RN	Bike/Pedestrian		x	11,781,801	11,781,801	13.63	11.57		\$ 11,781,801		No Local Funding Leverage
5	57	6872	Fredericksburg	Fredericksburg Area MPO	I-95 Exit 126 STARS Study Improvements	CoSS	Highway		x	22,434,592	10,834,592	10.05	9.28		\$ 10,834,592		Unsuccessful Rnd 3 Project
6	62	6806	Fredericksburg	Spotsylvania County	Rt 2 & 17 Widening from City Line to Shannon Airport Area	CoSS	Highway	x	x	40,884,763	19,948,505	18.04	9.05	\$ 19,948,505			Unsuccessful Rnd 3 Project
7	65	6747	Fredericksburg	George Washington Regional Commission	US-17 Business STARS Study Improvements	CoSS	Bike/Pedestrian		x	9,762,553	9,762,553	8.24	8.44			\$ 9,762,553	
8	67	6877	Fredericksburg	Spotsylvania County	Rte 1/208 Area Multimodal Improvements	CoSS	Highway	x	x	10,438,281	2,878,281	2.37	8.24	Skip		Skip	Unsuccessful Rnd 3 Project; Included in #11
9	109	6733	Fredericksburg	Fredericksburg City	Idlewild Boulevard to VCR Trail Connector	CoSS	Bike/Pedestrian	x	x	5,139,574	4,708,290	2.21	4.69	\$ 4,708,290			
10	136	6890	Fredericksburg	Stafford County	Route 1 and Layhill Road Improvements	CoSS	Highway	x	x	8,115,841	4,057,920	1.50	3.69	\$ 4,057,920			
11	149	7169	Fredericksburg	Spotsylvania County	Rte 1/208 Area Multimodal and Revitalization Improvements	RN	Highway	x	x	26,011,152	12,211,152	4.13	3.38	\$ 12,211,152			Includes #8
12	162	6869	Fredericksburg	Fredericksburg Area MPO	Garrisonville Road Widening	RN	Highway		x	50,622,340	25,311,170	7.64	3.02				
13	163	7164	Fredericksburg	Lancaster County	VSH 3 - VSH 605 Intersection Improvement	Safety	Highway	x		4,403,983	4,403,983	1.32	3.01	\$ 4,403,983			
14	168	6750	Fredericksburg	George Washington Regional Commission	Onville Road Improvements	RN	Highway		x	17,081,534	8,540,767	2.40	2.81				
15	173	6640	Fredericksburg	Stafford County	Shelton Shop Road Improvements	RN	Highway	x	x	29,828,710	14,914,355	4.07	2.73				
16	192	6739	Fredericksburg	Fredericksburg City	US Rte 1 STARS-Rte 3 off-ramp/Spotsylvania Ave improvements	CoSS	Highway	x	x	9,533,717	9,533,717	2.10	2.21				
17	205	7048	Fredericksburg	Gloucester County	Rte. 17B and TC Walker Intersection Improvements	UDA	Highway	x		2,642,254	2,642,254	0.51	1.92				
18	208	6905	Fredericksburg	King George County	Route 301 and Route 205 Median U-Turn	CoSS	Highway	x	x	7,728,139	7,728,139	1.41	1.82				
19	209	6775	Fredericksburg	George Washington Regional Commission	US-1 Turn Lane Extension & Shared Use Path (STARS)	CoSS	Bike/Pedestrian		x	8,588,465	8,588,465	1.53	1.78				
20	210	6981	Fredericksburg	Caroline County	207/639 Continuous Green-T Intersection Safety Improvements	CoSS	Highway	x	x	4,343,379	4,343,379	0.75	1.73				
21	212	6682	Fredericksburg	King George County	Route 206 and Route 610 Roundabout Intersection	Safety	Highway	x		15,365,076	15,365,076	2.56	1.67				
22	240	6732	Fredericksburg	Fredericksburg City	Gateway Boulevard, extended	RN	Highway	x	x	63,491,869	43,391,869	5.34	1.23				
23	244	6922	Fredericksburg	Spotsylvania County	Harrison Road VCR Trail	RN	Bike/Pedestrian	x	x	9,401,712	7,151,712	0.84	1.18				
24	252	7049	Fredericksburg	Gloucester County	Rte. 17 Widening from 17B South to Short Lane	CoSS	Highway	x	x	32,050,532	32,050,532	3.43	1.07				Only County project not selected
25	266	6683	Fredericksburg	King George County	Route 301 and Route 206 Quadrant Roadway	CoSS	Highway	x	x	14,447,294	14,447,294	1.26	0.87				
26	271	7045	Fredericksburg	Gloucester County	Rte. 17 / Providence Rd. (Rte. 636) Intersection Improvement	UDA	Highway	x		3,320,873	3,320,873	0.26	0.79				
27	281	6751	Fredericksburg	George Washington Regional Commission	US 301 Crossover Improvements in King George	CoSS	Highway		x	7,316,368	7,316,368	0.48	0.66				
28	292	7040	Fredericksburg	Stafford County	Mountain View Road (Stefaniga to Kellogg Mill)	RN	Highway	x	x	39,156,276	39,156,276	1.87	0.48				
29	303	6839	Fredericksburg	Stafford County	Mountain View Road Improvements (Choptank to Stefaniga)	RN	Highway	x	x	24,187,596	24,187,596	0.91	0.38				
30	318	6832	Fredericksburg	King William County	Rt. 30 Bicycle/Pedestrian Improvements	UDA	Bike/Pedestrian	x		10,770,030	10,770,030	0.17	0.16				
31	330	7041	Fredericksburg	Gloucester County	Rte. 17 and Hospital Drive Pedestrian Signal	UDA	Bike/Pedestrian	x		3,600,099	3,600,099	0.01	0.03				
32	340	6686	Fredericksburg	King George County	US 301 and Port Conway Lane Improvements	CoSS	Highway	x	x	2,983,776	2,983,776	0.00	0.00				
33	344	6772	Fredericksburg	Westmoreland County	Intersection Improvements at Route 205 and Ferry Landing	Safety	Highway	x		4,060,166	4,060,166	0.00	0.00				
34	365	6982	Fredericksburg	Caroline County	722/207 Continuous Green T Intersection Safety Improvements	CoSS	Highway	x	x	4,104,540	4,104,540	0.00	0.00				
35	377	7050	Fredericksburg	Richmond County	SMART SCALE: Route 360/624 - Richmond County	Safety	Highway	x		3,107,900	3,107,900	0.00	0.00				

Legend			Count
Green = Selected Projects			11
Gray = Project would have been selected, but included in another project			1
Blue = Projects that came close to being selected			2
White = Project was not close to being selected			24
Yellow = Spotsylvania Project			6

Summary Fredericksburg District Smart Scale Round 4 Results by Jurisdiction				
Jurisdiction	Projects	Selected	State Funding	Pct Funding
Spotsylvania County	6.5*	5.5**	56,634,609	56.7%
Stafford County	8	2	13,820,473	13.8%
Fredericksburg City	4.5*	2.5*	13,291,777	13.3%
Caroline County	3	1	11,800,768	11.8%
Lancaster County	1	1	4,403,983	4.4%
King George County	5	0	\$ -	\$ -
All Other District Jurisdictions	7	0	\$ -	\$ -
Total	35	12	99,951,610	

* Lafayette Blvd Project split 50-50 between County and City
** Rte 1/208 Project selected, but it was also included in larger Rte 1 Revitalization Project

SMART SCALE Round 4
Draft Staff Recommended Funding Scenario

District	DGP	HPP	Step 1		Step 2		Step 3		Total		Remaining		Pct of State Funding				Result	District
			# Projects	Amount DGP	# Projects	Amount HPP	# Projects	Amount HPP	# Projects	Funding	DGP	HPP	DGP- Total	DGP- Allocated	HPP	Total		
Bristol	\$72,874,917		14	\$62,193,221	1	\$16,816,599	0	\$0	15	\$79,009,820	\$10,681,696		8.2%	7.6%	3.6%	6.1%	Low	Bristol
Culpeper	\$114,263,855		12	\$108,832,672	6	\$43,758,643	2	\$14,354,094	20	\$166,945,409	\$5,431,183		12.9%	13.3%	12.4%	12.9%	Average	Culpeper
Fredericksburg	\$69,734,141		7	\$59,823,205	3	\$30,365,852	1	\$9,762,553	11	\$99,951,610	\$9,910,936		7.9%	7.3%	8.5%	7.8%	Average	Fredericksburg
Hampton Roads	\$120,056,782		15	\$118,724,711	2	\$1,229,498	2	\$28,554,894	19	\$148,509,103	\$1,332,071		13.6%	14.5%	6.3%	11.5%	Low	Hampton Roads
Lynchburg	\$113,536,033		8	\$103,413,635	1	\$38,659,408	0	\$0	9	\$142,073,043	\$10,122,399		12.8%	12.6%	8.2%	11.0%	Low	Lynchburg
Northern Virginia	\$111,051,954		8	\$106,947,403	0	\$0	3	\$113,921,809	11	\$220,869,211	\$4,104,551		12.6%	13.0%	24.3%	17.1%	High	Northern Virginia
Richmond	\$121,983,944		14	\$107,489,183	3	\$47,327,837	1	\$15,440,473	18	\$170,257,494	\$14,494,761		13.8%	13.1%	13.4%	13.2%	Average	Richmond
Salem	\$105,429,871		21	\$98,981,419	5	\$32,465,083	0	\$0	26	\$131,446,502	\$6,448,452		11.9%	12.1%	6.9%	10.2%	Low	Salem
Staunton	\$54,732,937		12	\$53,225,642	8	\$27,092,335	0	\$0	20	\$80,317,976	\$1,507,295		6.2%	6.5%	5.8%	6.2%	Average	Staunton
CTB-Multi			0	\$0	0	\$0	1	\$50,000,000	1	\$50,000,000	\$0		0.0%	0.0%	10.6%	3.9%	N/A	CTB-Multi
Total	\$883,664,434	\$490,693,722	111	\$819,631,090	29	\$237,715,255	10	\$232,033,823	150	\$1,289,380,169	\$64,033,344	\$20,944,643	100.0%	100.0%	100.0%	100.0%		

- Step 1 Fund top scoring projects within each district eligible for DGP funds using DGP funds until remaining funds are insufficient to fund the next highest scoring project.
- Step 2 Fund top scoring projects within each district that would have otherwise been funded with available DGP funds, but were not because they are only eligible for HPP funds, using HPP funds, as long as their SMART SCALE cost does not exceed the total amount of DGP funds available to be programmed based on their rank, including any other Step 2 projects ranked higher.
- Step 3 Fund remaining top scoring projects statewide eligible for HPP funds using HPP funds until remaining funds are insufficient to fund the next highest scoring project.

SMART SCALE Round 4
Draft Staff Recommended Funding Scenario

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Summary of Smart Scale Round 4 Results for Spotsylvania County

1. Six out of Seven Projects Selected including all 4 projects needed or related to the VA Health Care Clinic
2. \$56.6 Million in New State funding for Round 4 compared to \$6.1 Million in Round 3
3. Spotsylvania is scheduled to receive about 57% of all the Smart Scale Funding for Fredericksburg District
4. Projects Selected with State Funding Amounts:
 - Three Under FAMPO
 - Exit 126 NB Ramp Improvements (VA required) - \$10.8 Million
 - Rte 208 Operational and Multimodal Improvements (VA Related) - \$7.7 Million
 - Lafayette Boulevard Multimodal Improvements (50% in the County & 50% in the City) - \$11.8 Million
 - Three Under the County
 - Rte 1/208 Intersection Improvements (VA required) - \$2.9 Million
 - Rte 1 Revitalization (VA required) - \$9.3 Million
 - Rte 2/17 Widening: City Line to Shannon Airport - \$20 Million
5. Project Not Selected:
 - One Under the County
 - Harrison Road VCR Trail - \$7.1 Million

Summary Results for Fredericksburg District

Summary Fredericksburg District Smart Scale Round 4 Results by Jurisdiction

Jurisdiction	Projects	Selected	State Funding	Pct Funding
Spotsylvania County	6.5*	5.5**	56,634,609	56.7%
Stafford County	8	2	13,820,473	13.8%
Fredericksburg City	4.5*	2.5*	13,291,777	13.3%
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Lancaster County	1	1	4,403,983	4.4%
King George County	5	0	\$ -	\$ -
All Other District Jurisdictions	7	0	\$ -	\$ -
Total	35	12	99,951,610	

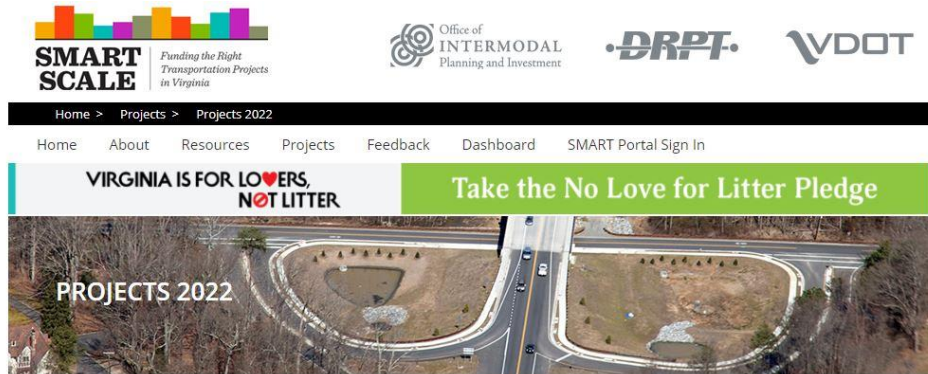
* Lafayette Blvd Project split 50-50 between County and City

** Rte 1/208 Project selected, but it was also included in larger Rte 1 Revitalization Project

For More Information on Smart Scale Results

2022 Smart Scale Results Available at this Website:

<http://vasmartscale.org/projects/fy-2022-projects.asp>



SMART SCALE is about investing limited tax dollars in the right projects that meet the most critical transportation needs in Virginia.

The project application submission period for Fiscal Year 2022 closed on August 17, 2020.

In accordance with the [SMART SCALE technical guide](#), the Office of Intermodal Planning and Investment, Virginia Department of Transportation and Department of Rail and Public Transportation have validated, screened, and scored all SMART SCALE applications.

Fiscal Year 2022 SMART SCALE Documents

- [Screened out project applications](#)
- [Staff recommended funding scenario](#) (PDF)
- [Staff recommended funding scenario](#) (Excel)
- [Project Scores](#) (PDF)
- [Project Scores](#) (Excel)
- [How to read a scorecard](#) (PDF)
- [Scorecards](#) (PDF - 32 MB)

[FISCAL YEAR 2020 PROJECT INFO »](#)

[FISCAL YEAR 2018 PROJECT INFO »](#)

[FISCAL YEAR 2017 PROJECT INFO »](#)

Funding the Right Transportation Projects in Virginia

HOW TO READ A SCORECARD

A project scorecard is prepared for each project that is evaluated and scored. The scorecard is a snapshot of project information and scoring. The following provides a brief overview of the information contained in the scorecard.

1. **Project Overview:** Includes the project name, a short description of the project, and the application ID.

2. **Score Summary:** Provides the SMART SCALE score, rank, project cost, and benefit.

3. **Project Information:** Provides information about the project, applicant, delivery status, requested funding, and project need.

4. **Project Map:** Helps identify the limits of the project and the location of the project within the Commonwealth of Virginia.

5. **Scoring Table:** Displays detailed information on how the SMART SCALE score was determined. Factor and measure values are shown to allow the reader to follow the calculation steps and better understand how the project performed in each area.

How to calculate the SMART SCALE Score using the Scoring Table:

1. The *Measure Value* is determined by assessing the data and characteristics of the project and is then normalized as a percentage of the highest *Measure Value* in that year's cohort of projects.
2. The *Normalized Measure Value* is then multiplied by the *Measure Weight*.
3. *Normalized Measure Values* are then summed to equal the *Factor Value*.
4. The *Factor Value* is then multiplied by the appropriate *Factor Weight* for the area type of the project.
5. *Project Benefit* is then calculated from the sum of the *Weighted Factor Values*.
6. The *SMART SCALE Score* is calculated by taking the *Project Benefit* and dividing by the *SMART SCALE Cost* (in tens of millions).



**SMART
SCALE**

*Funding the Right
Transportation Projects
in Virginia*

Staff Recommended Scenario - Fredericksburg

DISTRICT	APP ID	PROJECT	ORGANIZATION	SMART SCALE \$ Request	SMART SCALE Score
Fredericksburg	6867	Route 208 Operational and Multimodal Improvements	Fredericksburg Area Metropolitan Planning Organization	\$7,749,460	25.08
Fredericksburg	6874	U.S. Route 1 STARS - Augustine Avenue intersection	Fredericksburg City	\$2,692,587	13.48
Fredericksburg	7076	Town of Bowling Green US 301/Chase Street	Caroline County	\$11,800,768	11.65
Fredericksburg	6719	Lafayette Boulevard Multimodal Improvements	Fredericksburg Area Metropolitan Planning Organization	\$11,781,801	11.57
Fredericksburg	6872	I-95 Exit 126 STARS Study Improvements	Fredericksburg Area Metropolitan Planning Organization	\$10,834,592	9.28
Fredericksburg	6806	Rt 2 & 17 Widening from City Line to Shannon Airport Area	Spotsylvania County	\$19,948,505	9.05
Fredericksburg	6747	US-17 Business STARS Study Improvements	George Washington Regional Commission	\$9,762,553	8.44
Fredericksburg	6733	Idlewild Boulevard to VCR Trail Connector	Fredericksburg City	\$4,708,290	4.69
Fredericksburg	6890	Route 1 and Layhill Road Improvements	Stafford County	\$4,057,920	3.69
Fredericksburg	7169	Rte 1/208 Area Multimodal and Revitalization Improvements	Spotsylvania County	\$12,211,152	3.38
Fredericksburg	7164	VSH 3 - VSH 605 Intersection Improvement	Lancaster County	\$4,403,983	3.01

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date: January 26, 2021

Title: FREM - ISO Rating Update

Agenda Title: FREM - ISO Rating Update

Recommendation: Information only.

Summary: Chief Jay Cullinan will review the information on the new Insurance Services Office fire suppression rating for Spotsylvania, and what it means to County residents and businesses.

Staff Contacts: Jay Cullinan, Fire Chief

Legal Counsel: n/a

Additional Background/Other Considerations: n/a

Consequence of Denial/Inaction: n/a

ATTACHMENTS:

File Name	Description	Type
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No Attachments Available

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date: January 26, 2021

Title: Budget Adjustment & Appropriation for Bonuses
Stemming from State Requirement for Bonuses for
Certain Sheriff's Office Positions

Type: Action, Appropriation

Agenda Title: Budget Adjustment & Appropriation for Bonuses
Stemming from State Requirement for Bonuses for
Certain Sheriff's Office Positions

Recommendation: Staff recommends approval of the attached budget adjustment and appropriation which is consistent with staff's recommendation that the bonus be extended to all position titles on the Public Safety Pay Scale approved by the Board last year.

Actions taken by the Governor and General Assembly during the 2020 Special Session required that a one-time, \$500 bonus be paid in December 2020 to Compensation Board-funded sworn positions in the Sheriff's Office, all of which are full-time positions. Out of all 255 budgeted full-time Public Safety Pay Scale positions in the Sheriff's Office, only 87 of those are sworn positions funded through the Comp Board. As such, we can expect to receive a total of \$46,828 from the State to fund the required \$500 bonus (and related FICA benefits) for 87 full-time, sworn Sheriff's Office employees. It is only these 87 employees to whom we were required to pay the bonus in December 2020, and the Board voted on December 8 to move ahead first only with the 87 required bonuses and for staff to return with additional information at the first Board meeting in January 2021. The item was tabled at the first January meeting with instructions from the Board to bring the item back to the second January meeting.

Though not required by State actions and now law, County Administration recommends that this bonus be extended to all position titles on the Public Safety Pay

Summary:

Scale approved by the Board last year. This allows for all sworn positions – not just those funded by the Comp Board – as well as Communications Operators and Communications Officers to be included in the bonus payment. Further, we recommend that regular part-time employees in positions with titles on the Public Safety Pay Scale receive a pro-rated bonus commensurate with their FTE. For example, a part-time Sheriff's Deputy occupying a 0.63 FTE would receive a one-time \$315 bonus. Those in the Sheriff's Office and Fire/Rescue not receiving a bonus under this recommendation are those in administrative positions and/or who are temporary/other-than-regular part-time employees. The staff recommendation is reflected in the attached budget adjustment and appropriation.

To be consistent with the parameters of the State-mandated bonus, we are using December 1, 2020 as the date on which employees must have been employed in Public Safety Pay Scale positions to qualify for the bonus.

A Board member asked what it would cost to extend the bonus to full-time and regular part-time FTEs beyond just those on the Public Safety Pay Scale and then requested that staff bring back information regarding the cost of a bonus for full-time and regular part-time FTEs making \$80,000 or less. The costs and number of employees affected are shown in the following table. It should be noted that 25 (29%) of the 87 Sheriff's Office employees who received the State-mandated bonus in December have salaries of \$80,000 or more. The 87 employees to whom the State-mandated bonus was paid in December are excluded from the figures in the table.

Scenario*	All		\$80,000 or Less	
	Cost	Count	Cost	Count
Public Safety (PS) Scale positions	\$212,312	403	\$187,553	357
All Employees (includes PS)	\$531,839	1,036	\$459,714	902

*Applicable to Full-Time and Regular Part-Time positions with an associated FTE.

Please see the table above. The budget amendment and appropriation attached are consistent with staff's

Financial Impact:

recommendation to provide the bonus to all full-time and regular part-time employees in positions on the Public Safety Scale. Should the Board choose one of the other three alternatives shown in the table, staff will have the necessary budget adjustments and appropriations available for the Board's approval on January 26.

Staff Contacts:

Bonnie Jewell, Assistant County Administrator/Chief Financial Officer

Additional Background/Other Considerations:

Please be aware that the State's budget for FY 2022 currently includes a 1.5% bonus to be provided in September 2021 to all Constitutional Officers and the Compensation Board-funded staff positions within those offices so long as the State's year-end revenues meet or exceed the revenue forecast. It has generally been the case that we have extended State-required changes for Comp Board-funded staff to all employees within the affected Constitutional Office.

Consequence of Denial/Inaction:

If no action is taken on this matter, bonuses will not be provided to any employees beyond those 87 Sheriff's Office employees to whom the County was required by the State to pay \$500 bonuses in December.

ATTACHMENTS:

File Name	Description	Type
Public_Safety_Bonus_-_Budget_Adjustment_(P.S._FT___Reg_PT_FTEs).docx	Budget Adjustment	Budget Amendment
Bonuses_slide.pptx	Slide with Costs of Scenarios	Presentation
Public_Safety_Bonus_-_Appropriation_(P.S._FT___Reg_PT_FTEs).doc	Appropriation	Appropriation

FY 2021 Budget Amendment Request Form

Date: January 12, 2021

Department: County Administration

Contact person: Bonnie Jewell

Phone #: 540-507-7583

Explanation of need for budget amendment: Actions taken by the Governor and General Assembly during the 2020 Special Session required that a one-time, \$500 bonus be paid in December 2020 to Compensation Board-funded sworn positions in the Sheriff's Office, all of which are full-time positions. Out of all 255 budgeted full-time Public Safety Pay Scale positions in the Sheriff's Office, only 87 of those are sworn positions funded through the Comp Board. As such, we can expect to receive a total of \$46,828 from the State to fund the required \$500 bonus (and related FICA benefits) for 87 full-time, sworn Sheriff's Office employees. It is only these 87 employees to whom we were required to pay the bonus in December 2020, and the Board voted on December 8 to move ahead first only with the 87 required bonuses and for staff to return with additional information at the first Board meeting in January 2021.

Though not required by State actions and now law, County Administration recommends that this bonus be extended to all position titles on the Public Safety Pay Scale approved by the Board last year. This allows for all sworn positions – not just those funded by the Comp Board – as well as Communications Operators and Communications Officers to be included in the bonus payment. Further, we recommend that regular part-time employees in positions with titles on the Public Safety Pay Scale receive a pro-rated bonus commensurate with their FTE. For example, a part-time Sheriff's Deputy occupying a 0.63 FTE would receive a one-time \$315 bonus. Those in the Sheriff's Office and Fire/Rescue not receiving a bonus under this recommendation are those in administrative positions and/or who are temporary/other-than-regular part-time employees. The staff recommendation is reflected in the attached budget adjustment and appropriation.

To be consistent with the parameters of the State-mandated bonus, we are using December 1, 2020 as the date on which employees must have been employed in Public Safety Pay Scale positions to qualify for the bonus.

Reminder: Agenda item summary must be attached if BOS approval is required.

Revenue Accounts Adjusted		Amount	
Acct #	110-0000-341.05-01 – Use of Fund Balance	\$	212,312
	Total Revenue Adjustment	\$	212,312

Expenditure Accounts Adjusted		Amount	
Acct #	110-3160-421.11-01 – Regular	\$	43,500
Acct #	110-3160-421.13-01 – Part-Time	\$	2,640
Acct #	110-3160-421.21-01 – FICA	\$	2,862
Acct #	110-3160-421.21-02 – Medicare	\$	669
Acct #	110-2170-412.11-01 – Regular	\$	14,000
Acct #	110-2170-412.13-01 – Part-Time	\$	3,335
Acct #	110-2170-412.21-01 – FICA	\$	1,075
Acct #	110-2170-412.21-02 – Medicare	\$	251
Acct #	110-3140-421.11-01 – Regular	\$	14,500
Acct #	110-3140-421.13-01 – Part-Time	\$	250

Acct #	110-3140-421.21-01 – FICA	\$	915
Acct #	110-3140-421.21-02 – Medicare	\$	214
Acct #	110-3510-421.11-01 – Regular	\$	4,000
Acct #	110-3510-421-21.01 – FICA	\$	248
Acct #	110-3510-421.21-02 – Medicare	\$	58
Acct #	110-3210-421.11-01 – Regular	\$	115,000
Acct #	110-3210-421.21-01 – FICA	\$	7,130
Acct #	110-3210-421.21-02 - Medicare	\$	1,665
	Total Expenditure Adjustment	\$	212,312

Note: If amendment is between expenditure accounts only, net impact must be zero.

Position FTE Change		
Position Title	Existing FTE	Adjusted FTE

Transfer requests must be signed by the requestor(s). In the case of transfers between departments or capital projects, the transfer request must be signed by the director of each affected department, or by the project manager of each affected capital project. A typed signature will be accepted.

Name, Department

Name, Department

Recommendations

Budget: ☒ recommended ☐ not-recommended

Explanation if not recommended:

County Admin: ☒ recommended ☐ not-recommended

Explanation if not recommended:

Finance Committee: ☐ recommended ☐ not-recommended

Explanation if not recommended:

Scenario*	All**		\$80,000 or Less	
	Cost	Count	Cost	Count
Public Safety (PS) Scale positions – FT and Regular PT	\$212,312	403	\$187,553	357
All FT & Regular PT Employees (includes PS)	\$531,839	1,036	\$459,714	902

*Applicable to full-time and regular part-time positions with an associated FTE

**Excludes the previously approved \$46,828 for 87 sworn Sheriff's Office employees for which the bonuses were mandated by the State

**SPOTSYLVANIA COUNTY
Board of Supervisors**

FISCAL YEAR 2021 APPROPRIATION

Board of Supervisors

January 26, 2021

BE IT RESOLVED by the Board of Supervisors of the County of Spotsylvania, Virginia, that the following appropriation be, and the same hereby are, made for the fiscal year beginning July 1, 2020, from the funds and for the functions or purposes indicated.

For a one-time bonus for full-time and regular part-time FTEs in positions on the Public Safety Pay Scale, to be expended only by order of the Board of Supervisors as follows:

GENERAL FUND: \$212,312