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

February 23, 2021
6:00 PM

Call to Order

Pledge of Allegiance, Invocation

Approval of Agenda Including Possible Agenda Additions

1. Grant Application Request for the FFY22 Highway Safety Grant Program Selective Enforcement for Alcohol
2. Grant Application Request for the FFY22 Highway Safety Grant Program Selective Enforcement for Speed
3. Resolution Urging the Governor to Ease Restrictions on Small Businesses

Award Presentations and Special Recognitions

1. Proclamation Honoring Black History Month in Spotsylvania County

Presentation of Consent Agenda

1. Approval of Contract Modification #1 for Renewal to Timmons Group, Inc. for GIS Support Services
2. Approval of Cost Share Agreement with Nirvi Enterprises, LLC, Chick-Fil-A, Inc, & W.H. Bass, Inc. for Water & Sewer Improvements and Up-Size
3. Approval of Purchase Order to Excel Trailer for Two Quad Axle Hydraulic Dump Trailers
4. Appointment of Lisa Phelps to the Social Services Advisory Board (Courtland District)

Public Comment on Consent Agenda

Vote on Consent Agenda

Public Presentations (3 minutes per speaker)

Board Reports

Presentations Reports by Others

1. School Board's FY 2022 Budget Presentation

Closed Meeting

1. Closed Meeting

New Business

1. Next Board of Supervisors Meeting is March 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:	February 23, 2021
Title:	Grant Application Request for the FFY22 Highway Safety Grant Program Selective Enforcement for Alcohol

Agenda Title:	Grant Application Request for the FFY22 Highway Safety Grant Program Selective Enforcement for Alcohol
Recommendation:	The Sheriff and staff recommend that the Board of Supervisors approve the request to submit a grant application for the Federal Fiscal Year (FFY) 2022 Highway Safety Grant Program for selective enforcement for alcohol. If approved, the application will seek $142,200 in grant funds. The County would be responsible for providing $71,100 in in-kind contributions and $12,298 in fringe benefit costs.

As the administrative agency for the U.S. Department of Transportation Federal Highway Safety Funds, the Virginia Department of Motor Vehicles has issued a sub-grant opportunity to meet strategic highway safety goals related to selective enforcement for alcohol. The application deadline is February 28, 2021.

If approved, the Sheriff's Office will request federal funds in the amount of $142,200 consisting of $130,000 in overtime for 2000 hours of selective enforcement for alcohol, $9,000 for twelve preliminary breath test machines, and $3,200 for training and travel for four individuals to attend DMV approved trainings. All grant funded travel under this program would need to comply with the Commonwealth of Virginia's Travel Policy. The application requires an in-kind service match of $71,100 that will be met through the use of the Sheriff's Office fuel and maintenance costs for enforcement vehicles from the FY 2022 and FY 2023 operational budgets. Furthermore, the grant will not pay for the associated FICA, Medicare, and workers' compensation associated with the overtime. It is estimated that these associated costs will be $12,298.

Summary:

It is anticipated that the Sheriff's Office will absorb these costs through their FY 2022 and FY 2023 operational budgets. If awarded, the grant award period will run from October 1, 2021 through September 30, 2022.

	Grant Request	**Costs that will be absorbed in the FY 2022 and FY 2023 Operational Budget**	**Total Budget**
2000 Hours of overtime at $65 per hour for selective enforcement of alcohol violations	$130,000	$0	$130,000
Training for 4 Deputies at $800 per training for conference fees, lodging and per diem. The dates and locations for these trainings have not yet been determined. All grant funded travel under this program would need to comply with the Commonwealth of Virginia's Travel Policy	$3,200	$0	$3,200
12 Preliminary Breath Test machines at $750 each	$9,000	$0	$9,000
Fringe benefits associated with the 2000 hours of overtime that are not eligible for grant reimbursement.	$0	$12,298	$12,298

Required in-kind match that will be met through fuel and vehicle maintenance costs for patrol vehicles in the FY 2022 and FY 2023 budgets.	$0	$71,100	$71,100
TOTALS	**$142,200**	**$83,398**	**$225,598**

Committee/Commission Summary: Finance Committee

Review Date: February 18, 2021

Financial Impact: There is no financial impact at this time. If awarded, the grant will still need to be reviewed and recommended by the County Attorney's Office, County Administration, and the Finance Committee, before being presented to the Board of Supervisors for their action.

Staff Contacts: Sheriff Roger L. Harris, Sheriff's Office
Captain Roger Harris II, Sheriff's Office
First Sergeant Franklin Belcher, Sheriff's Office
Sergeant Scott Lockard, Sheriff's Office
Annette D'Alessandro, Grants Manager

Additional Background/Other Considerations: n/a

Consequence of Denial/Inaction: This grant will enable the Sheriff's Office to target alcohol related crashes. Through this effort the Sheriff's Office will attempt to reduce the County's overall crash rate. If this grant application request is denied, it will eliminate an opportunity to increase the department's grant funded traffic enforcement abilities, training opportunities, and supplies.

ATTACHMENTS:

File Name	Description	Type
FY22_Highway_Safety_Grant_Application_for_Alcohol_-_Resolution.docx	Resolution	Resolution

At a meeting of the Spotsylvania County Board of Supervisors held on February 23, 2021, on a motion by _____ and passed _____to _____, the Board adopted the following resolution:

RESOLUTION NO. 2021-

Approving Grant Application Submission and Designation of Authorized Organizational Representatives for the FFY 2022 Selective Enforcement of Alcohol Violations Grant Opportunity Provided by the Department of Motor Vehicles

WHEREAS, the Spotsylvania County Sheriff's Office is seeking approval to apply for a federal sub-award grant from the Department of Motor Vehicles in the amount of $142,200 to be utilized by the Sheriff's Office for supplies, training and overtime for selective enforcement of alcohol violations; and

WHEREAS, the Spotsylvania County Sheriff's Office will need to provide approximately $12,298 in associated fringe benefit costs that are not reimbursable by the grant; and

WHEREAS, the Spotsylvania County Sheriff's Office is required to provide a local in-kind match of $71,100; and

WHEREAS, the Spotsylvania County Sheriff's Office will provide the local in-kind match through the use of their fuel and vehicle maintenance costs for their patrol vehicles from their FY 2022 and FY 2023 operational budgets; and

WHEREAS, the County will act as fiscal agent for the Spotsylvania County Sheriff's Office for the purposes of processing the funding of this grant.

NOW, THEREFORE, BE IT RESOLVED by the Spotsylvania County Board of Supervisors that the following individuals are designated as authorized organizational representatives for the submission and processing of this specific grant application:

Edward Petrovitch, County Administrator, or
Mark Cole, Deputy County Administrator, or
Bonnie Jewell, Assistant County Administrator for Finance & Services, or
First Sergeant Franklin Belcher, Sheriff's Office, or
Sergeant Scott Lockard, Sheriff's Office, or
Annette D'Alessandro, Grants Manager

(SEAL) A COPY TESTE: _____

Aimee R. Mann

Deputy Clerk to the Board of Supervisors

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	February 23, 2021
Title:	Grant Application Request for the FFY22 Highway Safety Grant Program Selective Enforcement for Speed

Agenda Title:	Grant Application Request for the FFY22 Highway Safety Grant Program Selective Enforcement for Speed
Recommendation:	The Sheriff and staff recommend that the Board of Supervisors approve the request to submit a grant application for the Federal Fiscal Year (FFY) 2022 Highway Safety Grant Program for selective enforcement for speed. If approved, the application will seek $114,100 in grant funds. The County would be responsible for providing $57,050 in in-kind contributions and $9,224 in fringe benefit costs.

As the administrative agency for the U.S. Department of Transportation Federal Highway Safety Funds, the Virginia Department of Motor Vehicles has issued a sub-grant opportunity to meet strategic highway safety goals related to selective enforcement for speed. The application deadline is February 28, 2021.

If approved, the Sheriff's Office will request federal funds in the amount of $114,100 consisting of $97,500 in overtime for 1,500 hours of selective enforcement for alcohol, $15,000 for five speed measuring devices, and $1,600 for training and travel for two individuals to attend DMV approved trainings. All grant funded travel under this program would need to comply with the Commonwealth of Virginia's Travel Policy. The application requires an in-kind service match of $57,050 that will be met through the use of the Sheriff's Office fuel and maintenance costs for enforcement vehicles from the FY 2022 and FY 2023 operational budgets. Furthermore, the grant will not pay for the associated FICA, Medicare, and workers' compensation associated with the overtime. It is estimated that these associated costs will be $9,224.

Summary:

It is anticipated that the Sheriff's Office will absorb these costs through their FY 2022 and FY 2023 operational budgets. If awarded, the grant award period will run from October 1, 2021 through September 30, 2022.

	Grant Request	**Costs that will be absorbed in the FY 2022 and FY 2023 Operational Budget**	**Total Budget**
1,500 Hours of overtime at $65 per hour for selective enforcement of speed violations	$97,500	$0	$97,500
Training for 2 Deputies at $800 per training for conference fees, lodging and per diem. The dates and locations for these trainings have not yet been determined. All grant funded travel under this program would need to comply with the Commonwealth of Virginia's Travel Policy	$1,600	$0	$1,600
5 speed measuring devices at $3,000 each	$15,000	$0	$15,000
Fringe benefits associated with the 1,500 hours of overtime that are not eligible for grant reimbursement.	$0	$9,224	$9,224

Required in-kind match that will be met through fuel and vehicle maintenance costs for patrol vehicles in the FY 2022 and FY 2023 budgets.	$0	$57,050	$57,050
TOTALS	**$114,100**	**$66,274**	**$180,374**

Committee/Commission Summary:

Finance Committee

Financial Impact:

There is no financial impact at this time. If awarded, the grant will still need to be reviewed and recommended by the County Attorney's Office, County Administration, and the Finance Committee, before being presented to the Board of Supervisors for their action.

Staff Contacts:

Sheriff Roger L. Harris, Sheriff's Office
Captain Roger Harris II, Sheriff's Office
First Sergeant Franklin Belcher, Sheriff's Office
Sergeant Scott Lockard, Sheriff's Office
Annette D'Alessandro, Grants Manager

Consequence of Denial/Inaction:

This grant will enable the Sheriff's Office to target speed related crashes. Through this effort the Sheriff's Office will attempt to reduce the County's overall crash rate. If this grant application request is denied, it will eliminate an opportunity to increase the department's grant funded traffic enforcement abilities, training opportunities, and equipment.

ATTACHMENTS:

File Name	Description	Type
FY22_Highway_Safety_Grant_Application_for_Speed_-_Resolution.docx	Resolution	Resolution

At a meeting of the Spotsylvania County Board of Supervisors held on February 23, 2021, on a motion by _____ and passed _____to _____, the Board adopted the following resolution:

RESOLUTION NO. 2021-

Approving Grant Application Submission and Designation of Authorized Organizational Representatives for the FFY 2022 Selective Enforcement of Speed Violations Grant Opportunity Provided by the Department of Motor Vehicles

WHEREAS, the Spotsylvania County Sheriff's Office is seeking approval to apply for a federal sub-award grant from the Department of Motor Vehicles in the amount of $114,100 to be utilized by the Sheriff's Office for equipment, training and overtime for selective enforcement of speed violations; and

WHEREAS, the Spotsylvania County Sheriff's Office will need to provide approximately $9,224 in associated fringe benefit costs that are not reimbursable by the grant; and

WHEREAS, the Spotsylvania County Sheriff's Office is required to provide a local in-kind match of $57,050; and

WHEREAS, the Spotsylvania County Sheriff's Office will provide the local in-kind match through the use of their fuel and vehicle maintenance costs for their patrol vehicles from their FY 2022 and FY 2023 operational budgets; and

WHEREAS, the County will act as fiscal agent for the Spotsylvania County Sheriff's Office for the purposes of processing the funding of this grant.

NOW, THEREFORE, BE IT RESOLVED by the Spotsylvania County Board of Supervisors that the following individuals are designated as authorized organizational representatives for the submission and processing of this specific grant application:

Edward Petrovitch, County Administrator, or
Mark Cole, Deputy County Administrator, or
Bonnie Jewell, Assistant County Administrator for Finance & Services, or
First Sergeant Franklin Belcher, Sheriff's Office, or
Sergeant Scott Lockard, Sheriff's Office, or
Annette D'Alessandro, Grants Manager

(SEAL) A COPY TESTE: _____

Aimee R. Mann

Deputy Clerk to the Board of Supervisors

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	February 23, 2021
Title:	Resolution Urging the Governor to Ease Restrictions on Small Businesses

Agenda Title:	Resolution Urging the Governor to Ease Restrictions on Small Businesses
Recommendation:	Approve the resolution.
Summary:	Supervisor McLaughlin requested a resolution supporting small businesses.
Financial Impact:	n/a
Staff Contacts:	Mark L. Cole, Deputy County Administrator
Additional Background/Other Considerations:	Resolution is attached.
Consequence of Denial/Inaction:	The resolution will not be approved.

ATTACHMENTS:

File Name	Description	Type
Small_Business_Resolution.doc	Resolution	Resolution

At a meeting of the Spotsylvania County Board of Supervisors held on February 23, 2021 on a motion by --------- and passed --------, the Board adopted the following resolution:

RESOLUTION NO. 2021-

RESOLUTION URGING THE GOVERNOR TO EASE RESTRICTIONS ON SMALL BUSINESSES

WHEREAS, small businesses have historically been responsible for the creation of three-fourths of new jobs; and

WHEREAS, many of the jobs provided by small businesses give young and unskilled people opportunities to enter the labor market and develop essential job skills; and

WHEREAS, emergency restrictions imposed by the Governor in response to the pandemic have disproportionately hurt small businesses and their employees; and

WHEREAS, these restrictions have caused many to lose their jobs, this coupled with the Virginia Employment Commission falling months behind in the processing of unemployment claims, is pushing Virginians into poverty; and

WHEREAS, the National Institutes of Health has estimated a death rate attributable to poverty of 4.5 percent, which is significantly higher than the death rate of COVID-19; and

WHEREAS, many larger businesses have continued to operate safely with minimal restrictions; and

WHEREAS, the economic, health, and social costs of the pandemic restrictions appear to have been born by small businesses and their employees; and

NOW, THEREFORE, BE IT RESOLVED, that the Spotsylvania County Board of Supervisors expresses its support of small business and urges the Governor to revise his pandemic restrictions to enable small businesses to conduct business and recall employees to work**,** and

BE IT FURTHER RESOLVED, that the Spotsylvania County Board of Supervisors Clerk shall transmit a copy of this resolution to the Governor of Virginia.

(SEAL) A COPY TESTE: _____

Aimee R. Mann
Deputy Clerk to the Board of Supervisors

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	February 23, 2021
Title:	Proclamation Honoring Black History Month in Spotsylvania County

Agenda Title:	Proclamation Honoring Black History Month in Spotsylvania County
Recommendation:	Approve the proclamation.
Summary:	Dr. Frazier requested the Board approve the attached proclamation honoring February as Black History Month.
Financial Impact:	n/a
Staff Contacts:	Ed Petrovitch, County Administrator
Additional Background/Other Considerations:	The proclamation is attached.
Consequence of Denial/Inaction:	The proclamation will not be approved.

ATTACHMENTS:

File Name	Description	Type
Black_History_Proclamation.docx	Proclamation	Proclamation

PROCLAMATION

Honoring Black History Month in Spotsylvania County

WHEREAS, Black History Month is observed each year across the United States in February to recognize the pivotal roles African Americans have played in our nation's history; and

WHEREAS, in 1926, Dr. Carter G. Woodson and the Association for the Study of African American Life and History sponsored a National Negro History Week; and

WHEREAS, in 1976, President Gerald Ford officially recognized February as Black History Month; and

WHEREAS, Spotsylvania has a rich legacy of African American History as depicted by the current exhibit in the John J. Wright Museum, "100 Years of African Education in Spotsylvania County"; and

WHEREAS, soldiers born in the county belonging to the 23rd US Colored Infantry fought against the Confederate Army of Northern Virginia at Alrich Farm in Spotsylvania during the Civil War"; and

WHEREAS, local educator John J. Wright organized the churches of the Spotsylvania Sunday School Union in 1908 to build a high school for African American children in the county; and

WHEREAS, in 1936, Alexander Livingston Scott was named principal of the Spotsylvania Training School later renamed John J. Wright School, and served for 23 years as a principal of the only school for African American children in Spotsylvania; and

WHEREAS, the National Association for the Advancement of Colored People opened the Spotsylvania Branch in 1939, with Reverend Fennell Terrell as the first president, and received its charter in 1950; and

WHEREAS, Deborah H. Frazier was the first African American elected to the Spotsylvania Board of Supervisors in November 2019, nearly three centuries after the county was established in 1721; and

WHEREAS, we are extremely proud of this history and thankful for the many sacrifices and contributions of African Americans in Spotsylvania as well as the Nation; and

NOW, THEREFORE, BE IT RESOLVED, that the Spotsylvania County Board of Supervisors do hereby proclaim February 2021 "Black History Month" and each February thereafter, in the County of Spotsylvania.

(SEAL) A COPY TESTE: _____

Aimee R. Mann
Deputy Clerk to the Board of Supervisors

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	February 23, 2021
Title:	Approval of Contract Modification #1 for Renewal to Timmons Group, Inc. for GIS Support Services
Type:	Action
Agenda Title:	Approval of Contract Modification #1 for Renewal to Timmons Group, Inc. for GIS Support Services
Recommendation:	Approve contract modification #1 for renewal with Timmons Group, Inc. for GIS Support Services on an as needed basis. The contract modification has been reviewed and approved as to form by the County Attorney's Office.
Summary:	The initial contract for these services was approved by the Board of Supervisors on February 13, 2018. This contract modification shall have a term limit of one year and may be renewed for two (2) additional one (1) year terms at the option of Spotsylvania County.
Financial Impact:	Adequate funding is budgeted and appropriated within Budgeted funds are within GL Code 110-1251-405-3180 and other various departmental budgets.
Staff Contacts:	Jane Reeve, CIO, Information Services Brad Quann, Procurement Manager
Legal Counsel:	Will Moore, Senior Assistant County Attorney
Consequence of Denial/Inaction:	GIS could potentially have a negative impact on the integration with new or existing county systems due to lack of available staff or lack of technical expertise to complete projects.

ATTACHMENTS:

File Name	Description	Type
Modification_#1_-_Timmons_-_GIS_Support_Services_-_for_BOS.pdf	Contract	Agreement

MODIFICATION #1
TO
SPOTSYLVANIA COUNTY CONTRACT AGREEMENT
FOR GOODS AND SERVICES
Contract #18-03-TV-01

THIS MODIFICATION #1 TO SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS AND SERVICES is made as of _____ ____, 2021 by and between BOARD OF SUPERVISORS OF SPOTSYLVANIA COUNTY, a political subdivision of the Commonwealth of Virginia, ("COUNTY"); and TIMMONS GROUP, INC., a Virginia Corporation ("CONTRACTOR"), in good standing and duly licensed to transact business in the Commonwealth of Virginia.

WITNESSETH:

WHEREAS, the COUNTY and the CONTRACTOR entered into an Agreement titled "SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS AND SERVICES Contract #18-03-TV-01", ("AGREEMENT") dated February 14, 2018, to obtain GIS support services for Spotsylvania County; and

WHEREAS, the COUNTY requires a continuation of these services for an additional one (1) year contract term, as is permitted under Article 2, subdivision 2.2., of the initial contract dated February 14, 2018; and

WHEREAS, the COUNTY and the CONTRACTOR have determined that it is to their mutual benefit to modify the AGREEMENT further by entering into this "Modification #1 to Spotsylvania County Contract Agreement for Goods and Services Contract #18-03-TV-01".

NOW, THEREFORE, the COUNTY and the CONTRACTOR in consideration of the mutual promises herein contained, and intending to be legally bound, do hereby modify terms and conditions of the AGREEMENT as follows:

A. ARTICLE 2, THE WORK AND AGREEMENT TERM LIMITS, subdivision 2.2., is hereby deleted in its entirety and replaced as follows:

2.3. This Agreement shall have a term limit of one (1) year effective from March 1, 2021 through February 28, 2022 and may be renewable for two (2) additional one (1) year terms at the

option of the COUNTY. Prices shall remain fixed during the initial term of the contract. Any adjustment to pricing for future years will be equal to or less than the unadjusted percent change of the latest twelve (12) months for which statistics are available as indicated in Table 1 of the Consumer Price Index for all Urban Consumers (CPI-U): U.S. city average, other goods and services category, as published by the Bureau of Labor Statistics, U.S. Department of Labor. Should this index be superseded, the COUNTY reserves the right to select another appropriate index.

B. ARTICLE 4, CONTRACT PRICE AND TERMS OF PAYMENT, subdivision 4.2., is hereby deleted in its entirety and replaced as follows:

4.2. The COUNTY agrees to pay fees at the rates for Year 3 and Year 3 Overtime as contained in Attachment C, Pricing Schedule of Timmons Group, Inc. proposal response signed and dated on August 23, 2017.

Except as hereby modified, the AGREEMENT remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties by agreement hereto have caused Modification #1 to Spotsylvania County Contract Agreement for Goods and Services Contract #18-03-TV-01 to be duly executed by their duly authorized officials, made as of the date first written above, and effective March 1, 2021.

SPOTSYLVANIA COUNTY, VIRGINIA

By: _____

EDWARD PETROVITCH Dated
COUNTY ADMINISTRATOR

TIMMONS GROUP, INC.

By: _____ 02/16/2021

VINCE DOHERTY Dated
TREASURER

Approved as to form:

2-17-21

COUNTY ATTORNEY Dated

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	February 23, 2021
Title:	Approval of Cost Share Agreement with Nirvi Enterprises, LLC, Chick-Fil-A, Inc, & W.H. Bass, Inc. for Water & Sewer Improvements and Up-Size
Agenda Title:	Approval of Cost Share Agreement with Nirvi Enterprises, LLC, Chick-Fil-A, Inc, & W.H. Bass, Inc. for Water & Sewer Improvements and Up-Size
Recommendation:	Approval of Cost Share Agreement with Nirvi Enterprises, LLC, Chick-Fil-A, Inc, & W.H. Bass, Inc. for Water & Sewer improvements and Up-Size. The Agreement has been approved as to form by the County Attorney's Office.
Summary:	Nirvi Enterprises, LLC (Owner), Chick-Fil-A, Inc., & W.H. Bass, Inc. (Developer) are constructing a new Chick-Fil-A restaurant in the County in the Lee's Hill area. The Utilities Department would like to up-size the originally proposed 8" water line to 12" to be consistent with the Spotsylvania County Water and Wastewater Master Plan. The up-sizing of the lines will also eliminate redundant connections, replacement of failing cast iron water main and increase the amount of fire flow and domestic demand for future development. This agreement also consists of an 8" gravity sewer extension that will provide reliable sewer service for the project and surrounding properties. Completing this work will also avoid the disturbance to the completed project that would be necessary in the future if the upgrades were not made as part of this project. The County's share of the cost to will be $237,040.00
Financial Impact:	Adequate funding is budgeted and appropriated within project WT1805 for award of this contract for this purpose.
Staff Contacts:	Ben Loveday, Assistant County Administrator Bradley Sacra, Division Director of Engineering & Construction Brad Quann, Procurement Manager

Legal Counsel:	Will Moore, Sr. Asst. County Attorney
Consequence of Denial/Inaction:	The consequence of denial would be that the County would have to bare all expenses for the 12" up-sizing and 8" sanitary sewer extension. In this case the County is paying for the difference between 8" and 12" water line. Constructing the improvements as part of this project prevents the County from disturbing the completed development in the future to accomplish this scope of work and failure to extend the water and sanitary sewer lines during the construction of the project would result in an exponential cost increase to the County due to the need to demolish and reconstruct infrastructure and improvements on the Property, including buildings, parking lots, landscaping buffers, sidewalks, curb/gutter, storm water facilities and dry utility infrastructure.

ATTACHMENTS:

File Name	Description	Type
Project_Budget_Wrksht_WT1805.pdf	Project Budget Worksheet	Backup Material
Chic-fil-A_Cost_Share_Agreement_Novus.pdf	Cost Share Agreement	Agreement

SPOTSYLVANIA COUNTY

Rt. 1 Waterline Improvements - Cosner to Massaponax

Project Budget Worksheet
Project # WT1805

	Current Balance (as of Feb. 10, 2021)	Revisions (Feb. 23, 2021)	Revised Balance (Feb. 23, 2021)
Project Costs:			
Construction	$1,195,173	($237,040)	$958,133
Chick-Fil-A	$0	$237,040	$237,040
Total Project Costs	**$1,195,173**	**$0**	**$1,195,173**
Project Funding:			
Cash	$1,195,173	$0	$1,195,173
Total Project Funding	**$1,195,173**	**$0**	**$1,195,173**

CHICK-FIL-A WATER AND SEWER
COST SHARE AGREEMENT

THIS AGREEMENT, made this ___ day of _____, 2021, by and between NIRVI ENTERPRISES, LLC, a Virginia registered entity with a principal office at 5324 Jefferson Davis Hwy, Fredericksburg, VA 22408 ("**OWNER**"), CHICK-FIL-A, INC., a Georgia Corporation, duly registered in Virginia with principal office at 5200 Buffington Road, Atlanta Georgia, 30349 ("CFA") W.H. Bass, Inc., a Georgia Corporation duly registered in Virginia ("**CONTRACTOR**") (CFA and CONTRACTOR shall be referred jointly as ("**DEVELOPER**") and the COUNTY OF SPOTSYLVANIA, VIRGINIA, a political subdivision of the Commonwealth of Virginia ("**COUNTY**"). CFA, CONTRACTOR, and the COUNTY shall be jointly referred to as the "**PARTIES**".

WHEREAS, the OWNER owns certain tracts of land located in Spotsylvania County, shown on the County Tax Map as Tax Map Parcel TM36-A-12G and TM36-A-12H (the "**Property**"), and joins this agreement for the limted purpose of consenting to and acknowledgement of said Agreement between the PARTIES; and,

WHEREAS, CFA intends to construct a Chick-fil-A restaurant and improvements benefitting same on the Property (the "**Project**"); and,

WHEREAS, Bohler Engineering prepared plans ("**Plans**"), dated November 1, 2019, with the latest revision dated January 20, 2021, titled "Overall Utility Plan" for the new Chick-fil-A location, "Store: Series 08-#4452 Lee's Hill 5322 Jeff Davis Highway, Fredericksburg, VA 22408". Said Plans are attached hereto as Exhibit A and incorporated into this Agreement by reference; and

WHEREAS, the Plans provide for certain water and sewer line work, including an up-size of waterline from 8" Ductile Iron Water Line to 12" Ductile Iron Water Line" for Four Hundred feet (400'), more or less, Three Hundred and Fifty feet (350') of 12" Ductile Iron Water Line, more or less, Fifty Nine feet (59') of 4" Ductile Iron Water Line, more or less, to be consistent with the COUNTY's Utilities Department Master Plan, provision for redundant connections, replacement of failing cast iron water main, and increase the amount of fire flow and domestic demand for future development. The Plans also include an extension of the sewer gravity main, One Hundred and Seventy Six feet (176'), more or less, of 8" SDR35 Sanitary

Sewer Line, One Hundred feet (100'), more or less, of 6" SDR26 Sanitary Sewer Line, 1-4' Diameter Sanitary Sewer Manhole and 1-6" Sanitary Sewer Cleanout. The further extension of the gravity main will provide reliable sewer service for the Project as well as surrounding properties; and

WHEREAS, said Plans, together with the sanitary sewer and water line construction project cost proposal entitled, "Chick-fil-A Sanitary Sewer & Water Line Construction," attached hereto as Exhibit B and made a part hereof, are collectively referred to herein as the "**Proposals**"; and

WHEREAS, as part of the development of the Project, CFA, with the consent of OWNER, has submitted an application for and received a site plan approval to construct the public facilities to serve the Project; and

WHEREAS, the COUNTY desires to enter into this Agreement to substantially upgrade the water and sewer facilities necessary for the Project so as to expand the COUNTY's water system and reduce long term maintenance within the sewer system, not only to the Project but to other public and private developments (residential and/or commercial) in the surrounding area pursuant to the COUNTY's approved Water/Sewer Master Plan; and

WHEREAS, constructing the waterline improvements as part of this Project prevents the COUNTY from disturbing the completed development in the future to accomplish this scope of work, and failure to extend the waterline during the construction of the Project would result in an exponential cost increase to Spotsylvania County due to the need to demolish and reconstruct infrastructure and improvements on the Property, including buildings, parking lots, landscaping buffers, sidewalks, stormwater facilities and dry utility infrastructure; and

WHEREAS, the waterline improvements remove from service the current 8" Cast Iron Water Main along Jefferson Davis Highway (Route 1); and

WHEREAS, the PARTIES desire to enter into this Agreement to avoid the disturbance to its completed Project that would be necessary in the future if the upgrades were not made as part of this Project.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the premises and the covenants and agreements set out herein, the PARTIES agree as follows:

A. Project and Costs:

The PARTIES set forth herein their respective obligations to obtain, perform, and bear the cost of the engineering, construction and installation of the sanitary sewer and water line utilities as shown in the Proposals. The phrase "Cost and Expense" shall include, without limitation, all direct and indirect costs of the engineering, construction, installation, and other work indicated, specifically to include all construction stakeout, permitting, and payment of all fees. The DEVELOPER and the COUNTY agree to promptly undertake and complete the following water and sewer service improvements:

1. The CONTRACTOR agrees to perform the required engineering, construction and installation, and COUNTY hereby agrees to permit the CONTRACTOR or its agents and contractors to construct the water and sanitary sewer line improvements, pursuant to the Proposals, which includes an up-size from 8" Ductile Iron Water Line to 12" Ductile Iron Water Line" for Four Hundred feet (400'), more or less, Three Hundred and Fifty feet (350') of 12" Ductile Iron Water Line, more or less, Fifty Nine feet (59') of 4" Ductile Iron Water Line, more or less , One Hundred and Seventy Six feet (176'), more or less, of 8" SDR35 Sanitary Sewer Line, One Hundred feet (100'), more or less, of 6" SDR26 Sanitary Sewer Line, 1-4' Diameter Sanitary Sewer Manhole and 1-6" Sanitary Sewer Cleanout.
2. The COUNTY's obligation with respect to the Cost and Expense for the COUNTY's improvements of the sanitary sewer and water lines pursuant to the Proposals shall be TWO-HUNDRED THIRTY-SEVEN THOUSAND FORTY DOLLARS ($237,040.00). The COUNTY's total contribution shall be TWO-HUNDRED THIRTY-SEVEN THOUSAND FORTY DOLLARS ($237,040.00). Said payment shall be made to CFA. The COUNTY's payment of the sanitary sewer and waterline cost as set forth hereinafter shall fully satisfy and discharge its obligation with respect to the sanitary sewer and water lines pursuant to the Proposals; provided however, if additional work is required beyond the Proposals, the COUNTY and the DEVELOPER, or any of them as may be required, shall enter into a mutually agreeable change order, and the COUNTY shall contribute and pay for the additional Cost and Expense as set forth in any such change order.

3. The COUNTY shall pay the Costs and Expense for the sanitary sewer line and the waterline improvements pursuant to the Proposals and as provided in this Agreement within thirty (30) days of the issuance of First Acceptance of dedication of the improvements.

4. CFA shall pay all of the Cost and Expense of the sanitary sewer and waterlines not paid by the COUNTY pursuant to the Proposals and this Agreement. The DEVELOPER shall be responsible for all connection and other fees that may be required.

5. All COUNTY payments are subject to appropriation.

6. The DEVELOPER'S obligations under this Agreement are contingent on CFA's closing upon its lease agreement with Owner and the commencement of construction pursuant to an approved site plan for the work that is the subject of this Agreement. In the event that CFA does not commence possession of the Property or incur rental obligations under its lease agreement with Owner or commence the work contemplated for completion of the Project, this Agreement shall become null and void.

B. General Provisions:

1. Upon execution of this AGREEMENT, CONTRACTOR shall furnish to the County performance and payment bonds in the amount of the of COUNTY's obligation under A.2 of this AGREEMENT.

2. All contractors utilized by the DEVELOPER in performing any work on the Project shall be approved by the COUNTY prior to issuance of the approved site plan for construction of the Project.

3. CONTRACTOR agrees to indemnify, protect and hold harmless the COUNTY, its officers, agents, and employees from and against all losses and damage to property and bodily injury or death to any person or persons, which may arise directly or consequentially from the construction, maintenance and presence of the public facilities constructed by DEVELOPER, its subcontractors, agents or employees, until such time as Final Acceptance is given bythe COUNTY.

4. DEVELOPER shall obtain general liability insurance in the amounts of $1,000,000.00 for bodily injury and $500,000.00 for property damage, including

liability coverage for underground property, except with respect to pollution events originating from underground storage tanks, per occurrence and in the aggregate, or other equivalent insurance coverage as approved by the COUNTY, and attach hereto a copy of the certificate demonstrating that the DEVELOPER is covered on this Project by such insurance. Developer or its insurance carriers of required policies shall provide thirty (30) days prior written notice of cancellation to COUNTY and/or of any reduction of policy limitations. In addition, CONTRACTOR's insurance certificate shall include a governmental endorsement thereto including the COUNTY, its officers and employees, as additional insureds and shall be issued by an insurance company licensed to do business within the Commonwealth of Virginia. DEVELOPER's insurance shall include Worker's Compensation and Employer's Liability as follows:

Coverage A - per Statutory Requirement;
Coverage B - minimum of $100,000.00 per occurrence
Coverage C - minimum of $100,000.00/$100,000.00 Accident and/or Disease.

If vehicles are to be used on COUNTY-owned property, the insurance shall include commerciale automobile coverage in the amount of $1,000,000.00 combined single limit bodily injury and property damage per accident. This coverage shall include liability for use of hired and non-owned vehicles. Lapse, cancellation or termination in any manner of required coverage prior to the completion and acceptance of the water facilities shall constitute a violation of this Agreement.

5. During the performance of this Agreement, the DEVELOPER agrees to (i) provide a drug-free workplace for the DEVELOPER'S employees; (ii) 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 DEVELOPER'S workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the DEVELOPER that the DEVELOPER maintains a drug-free workplace; and (iv)

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.

A. The requirements contained in Section B(5)(i)-(iv) of this Areement shall be limited in scope to the performance of this Agreement only and, where applicable, to the DEVELOPER employees directly involved in implementing the Plans for the Project contemplated by this Agreement.

6. Pursuant to Virginia Code Section 2.2-4354, as amended, the DEVELOPER covenants and agrees to:

A. Within seven (7) days after receipt of any amounts paid to the DEVELOPER under the Agreement, (i) pay any subcontractor who provides goods or services associated with this Agreement for its proportionate share of the total payment received from the COUNTY attributable to the work under the Agreement performed by such subcontractor, or (ii) notify the COUNTY and the subcontractor, in writing, of its intention to withheld all or part of the subcontractor's payment and the reason therefore;

B. Provide its federal employer identification number or social security number, as applicable, before any payment is made to the DEVELOPER under the Agreement;

C. Pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the DEVELOPER on all amounts owed by the DEVELOPER that remain unpaid after seven (7) days following receipt by the DEVELOPER of payment from the COUNTY for work performed by the subcontractor under the Agreement; and

D. Include in its contracts with any and all subcontractors the requirements of A, B, and C above.

E. The requirements contained in Section B(6)(A)-(D) of this Areement shall be limited in scope to the performance of this Agreement only and, where applicable, to the DEVELOPER employees directly involved in implementing the Plans for the Project contemplated by this Agreement.

7. The DEVELOPER providing services under this Agreement represents and warrants to the COUNTY that it is:

A. Conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginians with Disabilities Act, the Americans with Disabilities Act and Section 2.2-4311 of the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended.

B. 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, as amended;

C. Complying with federal, state and local laws and regulations applicable to the performance of the goods and services procured; and

D. In full compliance with the Virginia Conflict of Interests Act.

E. Not employing any employee who is a registered sex offender as may reasonably be determined by DEVELOPER'S standard background check proceedures, and shall enforce the same restriction upon all subontractors and agents of DEVELOPER. Prior to starting work and quarterly during performance of the work, the DEVELOPER shall conduct a background check of all employees and agents of DEVELOPER and subcontractors sho are employed by the DEVELOPER or subcontractor. Notwithstanding any other provision of this Agreement, materially false statements by CFA about the sex offender status of its employees or agents shall be grounds for immediate termination of this Agreement.

F. The requirements contained in Section B(7)(A)-(E) of this Areement shall be limited in scope to the performance of this Agreement only and, where applicable, to the DEVELOPER employees directly involved in implementing the Plans for the Project contemplated by this Agreement.

8. It is mutually understood and agreed that approval of the Plans shall not be deemed, by such approval alone, to be an acceptance by the COUNTY or other applicable agency of any public facility or other physical improvements for maintenance, repair or operation thereof, and that the DEVELOPER shall be fully

responsible therefor and assume all of the risks and liabilities therefor, until such time as the COUNTY or other applicable agency has given Final Acceptance of such facilities or other physical improvements. The Developer guarantees the materials and workmanship of the improvements for a minimum period of one year from the date of Final Acceptance by the County.

9. Any and all improvements constructed with regard to the Project on real property other than the Property shall be the property of the COUNTY without any requirement for dedication by the DEVELOPER.

10. All public improvements provided pursuant to the Proposals and this Agreement shall be fully warranted by the DEVELOPER to be free from defects and suitable for their particular purposes for a period of one (1) year from the date of their First Acceptance by the COUNTY.

11. This Agreement shall be binding upon the DEVELOPER, it successors and assigns.

12. In the event either party to this Agreement shall fail to comply with the provisions of this Agreement, the aggrieved party shall have available to it all remedies at law or in equity, to enforce the terms of the Agreement or to obtain compensation for damages resulting from any default.

13. The phrase "eight inch (8") sewer line" shall include, without limitation, eight inch (8") pipe material, casing material, manholes, cleanouts, fittings all installed to the satisfaction of the COUNTY in easements platted and dedicated to the COUNTY, in accordance with the Plans and pursuant the Proposals and this Agreement, the provisions of Chapter 22 of the Spotsylvania County Code, all standards and specifications for sewer systems required by Spotsylvania County, and the regulations and requirements of all other governmental agencies having jurisdiction over such facilities.

14. The phrase "twelve inch (12") waterline" shall include, without limitation, twelve inch (12") pipe material, casing material, valves, hydrants, hydrant laterals, blow-off assemblies, all installed to the satisfaction of the County in easements platted and dedicated to the County, in accordance with the Plans and pursuant to the Proposals and this Agreement, the provisions of Chapter 22 of the Spotsylvania

County Code, all standards and specifications for water distribution systems required by Spotsylvania County, and the regulations and requirements of all other governmental agencies having jurisdiction over such facilities.

15. First Acceptance shall be the agency approval process of the initial acceptance of the water and sanitary infrastructure. Reference is made to Spotsylvania's website https://www.spotsylvania.va.us/1563/First-Acceptance describing the standard requirements for First Acceptance, although depending on the project additional items may be required.

16 Final Acceptance: shall be the approval process that occurs during final inspection on the constructed water and sanitary sewer infrastructure and shall occur when final paving is complete. During Final Inspection, the County Inspector will witness and verify that all public utility infrastrucrure is operational, accessible, and conforms to all County, Department and any appropriate regulatory agency requirements. Reference is made to Spotsylvania's website https://www.spotsylvania.va.us/1579/Final-Acceptance for guidance of this process.

17. Subject to delay due to a Force Majeure Event (as hereinafter defined), the DEVELOPER and the COUNTY agree that the improvements described above shall be installed within one (1) year from the date of this Agreement. Time is of the essence. If DEVELOPER is delayed, hindered or prevented from the performance of any act required under this Agreement by reason of a Force Majeure Event, then the performance of the act will be excused for the period of the delay, hindrance or prevention and any deadline for the performance of any such act will be extended for the period of such delay, hindrance or prevention. Without limitation, "**Force Majeure Event**" means a substantial increase or change in the following conditions from the date of this AGREEMENT:

a) strikes, lock outs or other labor troubles;

a) inability to procure materials, including, without limitation, due to trade embargo, transportation interruptions and supply shortages;

b) failure of power, data services or other utility infrastructure;

c) restrictive governmental laws or regulations, including, without limitation, moratoriums on permissions granted;

d) widespread or material curtailment or unavailability of governmental services or functions;

e) a governmental authority's failure to act on a timely basis;

f) riots, terrorist acts, insurrection or war;

g) public health crises that materially interfere with commerce, the conduct of business, the ability to obtain or maintain supplies, materials or permits for, or to commence or complete, construction of improvements on the Land, including, without limitation, disease-related epidemics and pandemics;

h) Acts of God, including tornados, hurricanes, tsunamis, blizzards or other severe weather events;

i) the act, failure to act or default of the other party, or

j) any reason beyond a party's reasonable control, whether similar or dissimilar to any of the foregoing.

Notwithstanding anything to the contrary provided hereunder, including, without limitation, the listing of exemplary events or circumstances constituting a Force Majeure Event, nor anything to the contrary provided under applicable law, whether common, statutory, regulatory or administrative, the forgiveness and/or deadline extension of performance obligations shall in no event be conditioned upon nor affected by the foreseeability of an event or circumstance, it being agreed that certain events or circumstances though rare, remote or even far-fetched, may nevertheless be foreseen as a possibility. Instead, this provision shall apply to any event or circumstance not caused or controlled by DEVELOPER that would prevent or delay the required performance by a person similarly situated.

18. No change order or extra, to any work to be paid for by the COUNTY will be enforceable unless and until agreed to in writing by both parties. The COUNTY agrees to make all decisions and requests for change orders in a timely manner.

19. This Agreement may be executed in counterparts, and each counterpart, when executed, shall have the efficacy of a signed original. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

[Remainder of page intentionally blank; signatures to follow.]

IN WITNESS WHEREOF, the parties hereto have affixed their signatures:

"OWNER"

NIRVI ENTERPRISES, LLC, a Virginia limited liability company

By: _____ Date: 02/09/21

Name: Nirav Mehta

Its: Manager

[Remainder of page intentionally blank; signatures to follow.]

"CONTRACTOR"

W.H. Bass, Inc., a Geogia corporation

By: D E Carr Date: 2/9/2021

Name: David E Carr

Its: CFO

[Remainder of page intentionally blank; signatures to follow.]

CHICK-FIL-A, INC.:

By: _____ Date: 2/9/21
Name: Amy Rooks
Its: Executive Director

[Remainder of page intentionally blank; signatures to follow.]

COUNTY OF SPOTSYLVANIA, VIRGINIA

By: _____ Date: _____

EDWARD PETROVITCH
COUNTY ADMINISTRATOR

APPROVED AS TO FORM:


2-10-21

COUNTY ATTORNEY

EXHIBIT A

PLANS

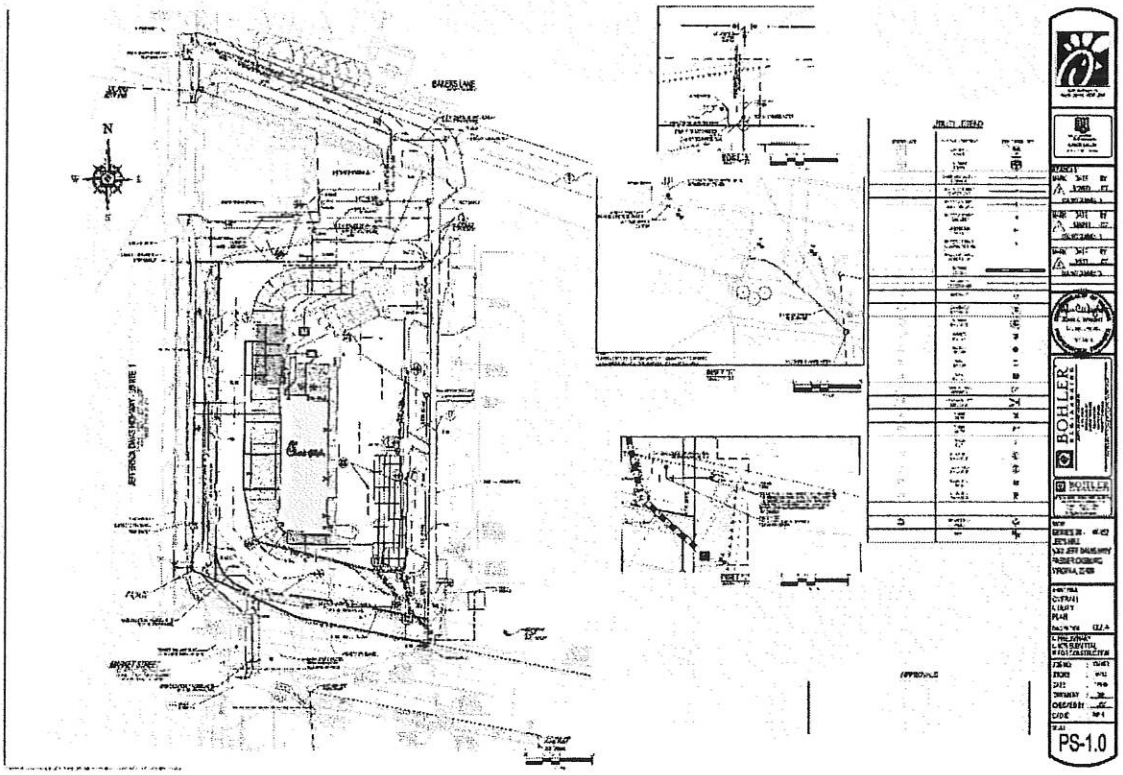


EXHIBIT B

SANITARY SEWER AND WATER LINE CONSTRUCTION PROJECT COST PROPOSAL

CHICK-FIL-A - SANITARY SEWER & WATER LINE CONSTRUCTION

Quantity	Item	Price		Cost	
2	Fire Hydrant Assembly	@ $8,000	EA	$	16,000.00
160	Paving / Asphalt	@ $40	SY	$	6,400.00
1	Erosion Control	@ (Lump Sum)		$	10,000.00
1	Mobilization, clearing	@ (Lump Sum)		$	15,000.00
1440	Asphalt Demolition	@ $3	SF	$	4,320.00
		Subtotal for Misc.		**$**	**51,720.00**

Water Main (Exclusive of Fire Hydrants)

Quantity	Item	Price		Cost	
30	6" DIP	@ $65	LF	$	1,950.00
330	12" DIP	@ $126	LF	$	41,580.00
4	4"0 or 6"0 RW Valve (with accessories)	@ $1,000	EA	$	4,000.00
6	8"0 or 12"0 RW Valve (with accessories)	@ $2,500	EA	$	15,000.00
2	Standard Meter Crock & Appurtenances (Angle valve, backflow preventer, yoke, frame & cover, and service line)	@ $2,000	EA	$	4,000.00
	Dead End Anchor System	@ $7,500	EA	$	-
		Subtotal for Water Main:		**$**	**66,530.00**

Sanitary Sewer Pipe Line (Exclusive of Manhole Structures)

Quantity	Item	Price		Cost	
230	8"0 PVC	@ $70	LF	$	16,100.00
1	4' Dia. Sanitary Sewer Manhole	@ $6,000	EA	$	6,000.00
1	5' Dia. Sanitary Sewer Manhole	@ $10,000	EA	$	10,000.00
1	Street Manhole Frame & Cover Assembly (Including rain bowl & chimney seal)	@ $1,000	EA	$	1,000.00
40	6"0 PVC Lateral (including clean-out stack)	@ $60	LF	$	2,400.00
		Subtotal for Sanitary Sewer Pipe:		**$**	**35,500.00**

WATER/SEWER MAIN CONSTRUCTION COST (PLUS 10% CONTINGENCY):		
CHICK-FIL-A	**$**	**169,125.00**

COUNTY - SANITARY SEWER & WATER LINE CONSTRUCTION

Quantity	Item	Price		Cost	
360	Paving / Asphalt	@ $40	SY	$	14,400.00
3240	Asphalt Demolition	@ $3	SF	$	9,720.00
1	Traffic Control	@ (Lump Sum)		$	10,000.00
		Subtotal for Misc.		**$**	**34,120.00**

Water Main (Exclusive of Fire Hydrants)

Quantity	Item	Price		Cost	
60	4" DIP	@ $65	LF	$	3,900.00
	6" DIP	@ $79	LF	$	-
420	12" DIP	@ $126	LF	$	52,920.00
1	4" or 6" RW Valve (with accessories)	@ $1,000	EA	$	1,000.00
6	8"0 or 12" RW Valve (with accessories)	@ $2,500	EA	$	15,000.00
1	Standard Meter Crock & Appurtenances (Angle valve, backflow preventer, yoke, frame & cover, and service line)	@ $2,000	EA	$	2,000.00
1	Jack Pit	@ $4,500	EA	$	4,500.00
60	Jack and Bore Casing	@ $600	LF	$	36,000.00
2	Dead End Anchor System	@ $7,500	EA	$	15,000.00
1	Misc. Tap incl. cut, patch	@ $12,500	EA	$	12,500.00
		Subtotal for Water Main:		**$**	**142,820.00**

Sanitary Sewer

Quantity	Item	Price		Cost	
180	8" PVC	@ $70	LF	$	12,600.00
1	4' Dia. Sanitary Sewer Manhole	@ $6,000	EA	$	6,000.00
	5' Dia. Sanitary Sewer Manhole	@ $10,000	EA	$	-
	Street Manhole Frame & Cover Assembly (Including rain bowl & chimney seal)	@ $1,000	EA	$	-
110	6" PVC Lateral (including clean-out stack)	@ $60	LF	$	6,600.00
		Subtotal for Sanitary Sewer:		**$**	**25,200.00**

WATER/SEWER MAIN CONSTRUCTION COST:		
SPOTSYLVANIA COUNTY	**$**	**202,140.00**

SHARED - WATER LINE CONSTRUCTION

Quantity	Item	Price	Cost
1	Traffic Control	@ (Lump Sum)	$ 7,500.00
		Subtotal for Misc.	**$ 7,500.00**

Water Main (Exclusive of Fire Hydrants)

Quantity	Item	Price		Cost
	6"0 DIP	@ $79	LF	$ -
400	12"0 DIP - 8" PVC (Δ)	@ $56	LF	$ 22,400.00
	4"0 or 6"0 RW Valve (with accessories)	@ $1,000	EA	$ -
2	8"0 or 12"0 RW Valve (with accessories)	@ $2,500	EA	$ 5,000.00
	16"0 or 24"0 RW Valve (with accessories)	@ $6,000	EA	$ -
	Standard Meter Crock & Appurtenances (Angle valve, backflow preventer, yoke, frame & cover, and service line)	@ $2,000	EA	$ -
	Dead End Anchor System	@ $7,500	EA	$ -
		Subtotal for Water Main:		**$ 27,400.00**

WATER/SEWER MAIN CONSTRUCTION COST:		
SHARED COSTS	**$**	**34,900.00**

TOTAL WATER/SEWER MAIN CONSTRUCTION COST:	**$ 406,165.00**

TOTAL COUNTY CONTRIBUTION	**$ 237,040.00**

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	February 23, 2021
Title:	Approval of Purchase Order to Excel Trailer for Two Quad Axle Hydraulic Dump Trailers
Type:	Action
Agenda Title:	Approval of Purchase Order to Excel Trailer for Two Quad Axle Hydraulic Dump Trailers
Recommendation:	Approve Purchase Order to Excel Trailer for Two Quad Axle Hydraulic Dump Trailers.
Summary:	An Invitation to Bid (IFB) was issued by the Spotsylvania County Procurement Division on December 15, 2020 to solicit bids from qualified contractors for Two Quad Axle Hydraulic Dump Trailers. The bids were opened on January 6, 2021. One bid was received for this procurement, with Excel Trailer submitting a bid for $165,096.
Financial Impact:	Adequate funding is budgeted and appropriated within SR2101, 520-9180-802-8001 for award of this contract for this purpose.
Staff Contacts:	Ben Loveday, Assistant County Administrator, Brad Quann, Procurement Manager
Legal Counsel:	Will Moore, Senior Assistant County Attorney
Consequence of Denial/Inaction:	The current sludge trailers are 16 years old and showing signs of failure due to wear and tear from daily usage. Failure to replace the units will lead to extensive and costly maintenance repairs which will require the units to be out of service during this time-frame. Since these trailers haul sewage sludge, finding an appropriate substitute hauler will lead to additional unforeseen costs to the County.

ATTACHMENTS:

File Name	Description	Type

Project_Budget_Wrksht_SR2101.pdf	Budget Worksheet	Backup Material
PO_21055_Excel_Trailer_for_Novus.pdf	Purchase Order	Purchase Order

SPOTSYLVANIA COUNTY

Replacement Equipment - Massaponax

Project Budget Worksheet

Project # SR2101

	Current Balance (as of Feb. 10, 2021)	Revisions (Feb. 23, 2021)	Revised Balance (Feb. 23, 2021)
Project Costs:			
Machinery & Equipment	$195,064	($165,096)	$29,968
Excel Trailer	$0	$165,096	$165,096
Total Project Costs	**$195,064**	**$0**	**$195,064**
Project Funding:			
Cash	$195,064	$0	$195,064
Total Project Funding	**$195,064**	**$0**	**$195,064**

County of Spotsylvania

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

PURCHASE ORDER

P.O. NUMBER: 21055

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: Virginia Truck Center of Richmond, Inc.
Dba Excel Trailer
901 W. Hundred Road
Chester, VA 23836

Ship To: Spotsylvania County Fleet Maintenance Facility
6921 North Roxbury Mill Road
Spotsylvania, VA 22551

Attn: Vicki Cromer – vcromer@exceltg.com

Attn: Brian Orrock - BOrrock@spotsylvania.va.us

P.O. DATE
February 24, 2021

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

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
2	EA	Two (2) Quad Hydraulic Dump Trailers for Spotsylvania County Utilities Department Contract documents in order of their legal precedence, consist of: 1. Spotsylvania County purchase Order #21055 dated February 24, 2021 and Spotsylvania County purchase Order General terms & Conditions dated February 25, 2019; 2. Virginia Trucker Center of Richmond, Inc. dba Excel Trailer Attachment C Bid Form signed and dated December 22, 2020 in response to IFB #21-10-AS Two (2) Quad Axle Hydraulic Dump Trailers 3. Spotsylvania County Invitation for Bids Two (2) Quad Axle Hydraulic Dump Trailers, IFB #21-10-AS dated December 15, 2020 and Addendum #1 to Spotsylvania County IFB #21-10-AS for Two (2) Quad Axle Hydraulic Dump Ytao;ers dated December 30, 2020.	$82,548.00	$165,096.00
			TOTAL	$165,096.00

If there are any questions concerning this purchase order, please contact Andrew Sukeforth – Spotsylvania County Procurement Division. Ph. 540-507-7599.

APPROVED AS TO FORM:
1-29-21
Sr. Assistant COUNTY ATTORNEY

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
   Attn: Brian Orrock
   10900 HCC Drive
   Fredericksburg, VA 22408
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: Utilities

Requisitioner: Brian Orrock

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
Board of Supervisors Agenda
Executive Summary

Meeting Date:	February 23, 2021
Title:	Appointment of Lisa Phelps to the Social Services Advisory Board (Courtland District)

Agenda Title:	Appointment of Lisa Phelps to the Social Services Advisory Board (Courtland District)
Recommendation:	Mr. Ross recommends the Board of Supervisors appoint Lisa Phelps to the Social Services Advisory Board representing the Courtland District. The appointment will fill an unexpired term. The term will commence immediately and expire January 31, 2024.
Non-Staff Name and Title of Presenters:	N/A
Summary:	Mr. Ross would like to appoint Lisa Phelps to the Social Services Advisory Board representing the Courtland District. The term will commence immediately and expire January 31, 2024.
Financial Impact:	N/A
Staff Contacts:	Niki Woodard, Assistant to County Administration
Additional Background/Other Considerations:	N/A
Consequence of Denial/Inaction:	The Courtland District position will remain vacant.
Talking Points:	N/A

ATTACHMENTS:

File Name	Description	Type
No Attachments Available		

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	February 23, 2021
Title:	School Board's FY 2022 Budget Presentation
Type:	No Action (Information Only)
Agenda Title:	School Board's FY 2022 Budget Presentation
Recommendation:	This agenda item is for information and discussion only at this time. No action is required.
Summary:	The School Board will present its FY 2022 Proposed Budget to the Board of Supervisors. No action is required at this time.
Staff Contacts:	Ed Petrovitch, County Administrator Bonnie Jewell, Assistant County Administrator

ATTACHMENTS:

File Name	Description	Type
School_Board_Presentation_to_BOS_-_FY22_Approved_School_Budget_-_02.23.2021.pdf	School Board Presentation	Presentation



Spotsylvania County School Board Approved Budget

Presented: February 23, 2021

Budget Fiscal Year 2022
School Board Presentation to Board of Supervisors

SPOTSYLVANIA COUNTY PUBLIC SCHOOLS

Agenda Outline

School Board Approved Budget Presentation

1. **Opening Statements**
   Schools Budget Process
   Strategic Plan & Budget Goals

2. **FY 2022 Budget Needs**
   Summary of Needs
   Side by Side Comparison
   Revenue & Expenditures Summary
   Budget GAP

3. **Why Invest in Spotsylvania's Schools?**
   Supporting Student Needs Though a High Quality Workforce

4. **Conclusion & Reflection**
   Building the future together

SPOTSYLVANIA COUNTY PUBLIC SCHOOLS

1. **Opening Statements**

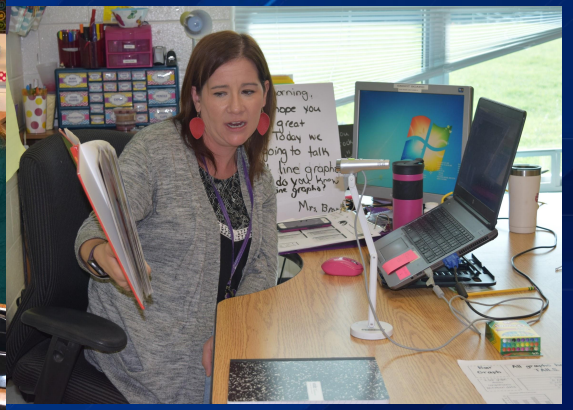
Schools Budget Process

Strategic Plan & Budget Goals



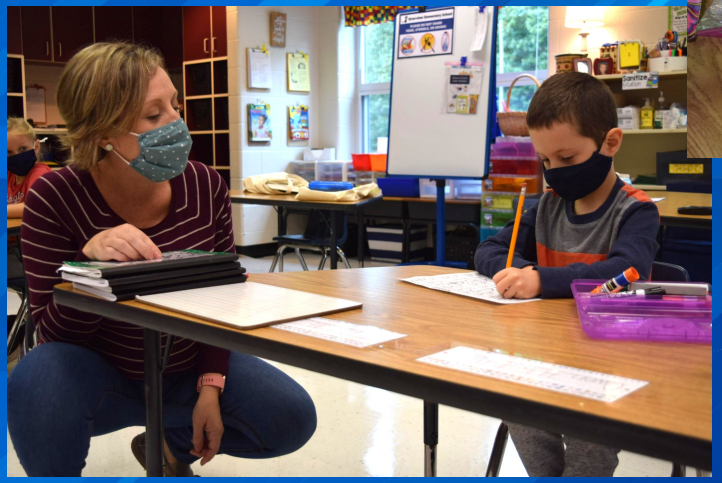


















SPOTSYLVANIA
COUNTY PUBLIC SCHOOLS

FY 2022 Budget Timeline

Nov 2020

Budget Development Process
- Position control and base budget established
- Budget analysis and cost-benefit of budget needs
- Alignment of strategic goals & instructional vision
- Resource allocations, market and benefits analysis
- Prioritization of needs with stakeholders
- Development of proposed budget presentation and executive summary
- SB Pre-Budget work session (11/16)
  - Draft CIP plan review
  - SB budget guidance

Dec 2020

- Governor's proposed budget (12/16)
- SB Approves Budget Calendar
- Continued budget development and analysis by staff

Jan 2021

- Superintendent presents FY 2022 Proposed Budget (1/26 @ 6:30pm)
- SB budget work session (1/28 @ 6:30pm)

Feb 2021

- SB budget work session and public budget hearing (2/3 @ 6:30pm)
- SB meeting – Approval of the FY 2022 Budget and CIP for 2022-2026 (2/8 @ 5:30pm)
- BOS meeting – County Administrator presents FY22 Recommend Budget (2/9 @4:30pm Holbert building)
- BOS meeting – Schools present FY22 Approved Budget (2/23 @ 6:00pm Holbert Building)

Mar 2021

- BOS Meeting – Advertised Tax Rate (3/9 @ 4:30pm Holbert Building)
- SB budget work session (3/22 @ 6:30 pm)
- BOS public hearing on budget, tax rate, and County CIP (3/30 @ 6:30pm Courtland HS)

Apr 2021

- BOS Meeting – Adoption of the FY 2022 County Budget and Tax Rate (4/13 @ 6:30pm Holbert Building)
- SB budget work session and possible adoption of FY 2022 Budget and CIP (4/26 @ 6:30pm)

May 2021

- SB meeting – latest possible budget adoption date to issue contracts to staff (5/10 @ 6:30pm)









Virginia School's Budget Process

School Board is responsible for planning and spending the budget

1. Superintendent is required to develop a Proposed Budget to meet the **needs** of the school division (VA 22.1-92).
2. School Board reviews, revises, approves, and submits a budget to the County which meets the **needs** of the school division.

----------BUT----------

Board of Supervisors (BOS) holds authority for funding the school division

1. BOS is responsible for setting local tax rates.
2. BOS may appropriate by lump-sum or by broad state categories, but does not have line item authority.
3. Today, the local contribution from the BOS is approximately 42% of the total school division budget (State is 49%).

SPOTSYLVANIA COUNTY PUBLIC SCHOOLS

Strategic Plan

ENGAGE 2025



Our
MISSION

Together, we prepare our students for their future.

Our
VISION

We inspire and empower each student to develop essential skills and access multiple pathways in pursuit of their dreams. Every day, each child yearns to come to school, excited about learning.

Our
CORE VALUES

- Quality
- Equity
- Innovation
- Inclusivity
- Collaboration
- Citizenship
- Stewardship

Our
GOALS

- Student Learning
- Student & Staff Well-Being
- Professional Growth & Organizational Resources
- Community Engagement





The budget is a financial reflection of our strategic plan

1. **STUDENT LEARNING** Engage all students in authentic, real-world learning experiences to become career, college, and life-ready.

2. **STUDENT & STAFF WELL-BEING** Promote a culture of safety, security, and wellness for all students and staff in their learning and work environments.

3. **PROFESSIONAL GROWTH & ORGANIZATIONAL RESOURCES** Cultivate a climate of professionalism and sustainable growth by maximizing resources to enhance student achievement.

4. **COMMUNITY ENGAGEMENT** Promote partnerships and engage families to maximize student learning and access to resources that support instruction and provide enhanced educational opportunities.

SPOTSYLVANIA COUNTY PUBLIC SCHOOLS

Just A Few Division Highlights

- On-time graduation rate three-year average of 92%
- 2020 NAMM Best Community for Music Education recipient for the third consecutive year
- 2021 Forbes Best Mid-Size Employer in America - Only six school divisions nationwide made the list
- 2020 Forbes Top 100 Employer in Virginia - Ranked 37th overall; fourth highest out 10 Virginia school systems who made the list
- One of the largest school systems in the state to implement preK-12 hybrid in-person instructional delivery model beginning in the Fall









SPOTSYLVANIA COUNTY PUBLIC SCHOOLS

SCPS Has Been One Of The Largest School Divisions Open Both In-person & Virtually During The Pandemic

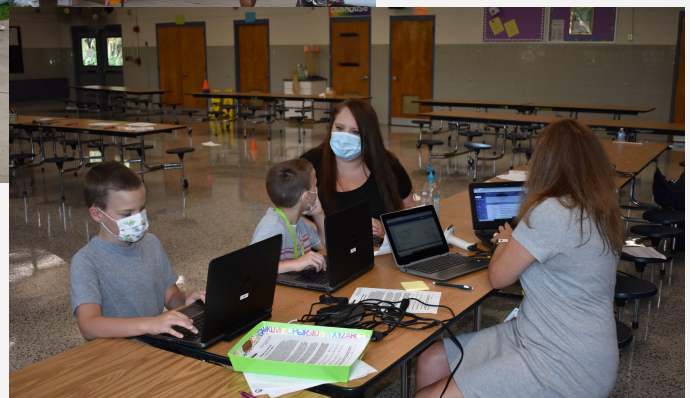
Spotsylvania schools: Serving during a global pandemic

- 1:1 device capacity for over 23,000 students to support equity in virtual learning experiences
- Weekly updates and Family Connection webinars
- Mobile and individual hotspots and internet hubs access
- Distribution of over 4,270,737 meals for students since March 13, 2020
- Whole child focus in supporting our students
- Professional Learning offerings and platforms expanded









SPOTSYLVANIA COUNTY PUBLIC SCHOOLS

SCPS Values Our Students And Families –

So We Invest In The Workforce Who Serves Them

SPOTSYLVANIA COUNTY PUBLIC SCHOOLS

Budget Priorities

- Attracting, Retaining, and Investing in High Quality Teachers and Staff
- Increasing Student Learning and Achievement
- Supporting Safe, Engaging, and Equitable Learning Environments







2. FY 2022 Budget Needs

Summary of Needs

Side by Side Comparison

Revenue & Expenditures Summary

Budget GAP

School Board Approved Needs

Description	Other	State	Federal	Local	FY22 $ Total	FY22 FTE
FY 2022 Supplemental Net Increase:	$ 1,169,890	$ 2,695,967	$ 1,454,540	$ 900,000	6,220,397	-
Base Budget & Compliance Adjustments						
Base Budget Reductions				(1,579,883)	**(1,579,883)**	-
Elimination of Holdback				(4,661,098)	**(4,661,098)**	-
Compliance (SOQ) -- 5.0 FTE Counselor		320,000			320,000	5.00
Supplemental (SOQ) -- 2.0 FTE Counselor				128,000	128,000	2.00
Compliance (SOQ) -- 5.0 FTE Teachers		290,000			290,000	5.00
Compliance (SOQ) -- 1.0 FTE ESOL Teachers		58,000			58,000	1.00
Subtotal:	$ -	$ 668,000	$ -	$ (6,112,981)	(5,444,981)	13.00

Base Budget and Compliance Needs

- **Base Budget:** This year, the school board is bringing $6.2 million to the table locally to help fund our division education needs.
- **Student Needs:** To continue to stay in compliance (required by the state) the schools are proposing the addition of 13.00 FTE in the base budget. Overall, the school division needs additional teachers to keep class sizes across the division within their respective ratios.

Note: "School Operating" = only funds 1, 2, 4, and 5. Thus, excludes, nutrition, capital, and fleet.

SPOTSYLVANIA COUNTY PUBLIC SCHOOLS

School Board Approved Needs

Description	Other	State	Federal	Local	FY22 $ Total	FY22 FTE
FY 2022 Supplemental Net Increase:	$ 1,169,890	$ 2,695,967	$ 1,454,540	$ 900,000	6,220,397	-
Grants and Restricted Funds						
Title I			1,096,729		1,096,729	-
Title II			3,985		3,985	-
Title III			105,128		105,128	-
Title IV Part A			145,456		145,456	-
Title VI-B/SPED			(44,857)		(44,857)	-
Headstart			99,957		99,957	-
Carl Perkins			7,260		7,260	-
Pre-School (SPED)			3,209		3,209	-
Interpreter grant			(1,500)		(1,500)	-
Other State/Federal Funds			(6,000)		(6,000)	-
VPI: Community Service Provider Expenses		147,500			147,500	-
E-rate related expenses	1,162,600				1,162,600	-
Additional Debt Service Payments				892,605	892,605	-
Other / Misc.	290				290	-
Governor's School ($32.8K state revenue increase)		32,875			32,875	-
Detention Center (-$8.4K State/Fed decrease)		(10,547)	2,186		(8,361)	-
Regional Adult Ed. ($44.2K State/Fed/Local net increase)	7,000	(20,164)	19,950	37,380	44,166	-
Subtotal:	**$ 1,169,890**	**$ 149,664**	**$ 1,431,503**	**$ 929,985**	**3,681,042**	-

Note: "School Operating" = only funds 1, 2, 4, and 5. Thus, excludes, nutrition, capital, and fleet.

SPOTSYLVANIA COUNTY PUBLIC SCHOOLS

Grants and Restricted Funds

- Grant funds are for a specific purpose defined legally between the grantor and grantee.
- Restricted funds are for a specific purpose. For example, since the school division has to pay back its lenders, debt service is restricted to that purpose.
- One-Time funds are not for ongoing Operating needs.

School Board Approved Needs

Description	Other	State	Federal	Local	FY22 $ Total
FY 2022 Supplemental Net Increase:	$ 1,169,890	$ 2,695,967	$ 1,454,540	$ 900,000	6,220,397
Required Benefit Increases					
SCPS Health Care Fund Cost (Employer) 10.52% Budget Increase From $43.0M to $47.6M				4,527,892	4,527,892
SCPS Health Care Fund Cost (Employer) Mitigation Strategy 1 -- Adjust Underwriting "COVID Adjustment"				(250,000)	(250,000)
SCPS Health Care Fund Cost (Employer) Mitigation Strategy 2 -- Change Stop-loss to $250K				(250,000)	(250,000)
SCPS Health Care Fund Cost (Employer) Mitigation Strategy 3 -- Shift to HealthKeepers HMO Network				(2,600,000)	(2,600,000)
SCPS Health Care Fund Cost (Employer) Mitigation Strategy 4 -- Use Health Reserve If Needed				(1,427,892)	(1,427,892)
Subtotal:	$ -	$ -	$ -	$ -	-
Workforce Investment					
6% Across the Board -- All Non-Administrative Staff				12,045,765	12,045,765
Admin Staff ONLY: 2% Across the Board (Directors, Supervisors, Senior Cabinet, Principals and Asst. Principals) - 110 FTE				-	-
Admin Staff ONLY: 6% Across the Board (Directors, Supervisors, Senior Cabinet, Principals and Asst. Principals) - 110 FTE				720,000	720,000
Teacher Tuition Reinbursement				75,000	75,000
Market Adjustments -- Evergreen 3rd Year				288,140	288,140
Bus Driver Longevity Bonus (one-time)				413,375	413,375
Hourly: Increase $.75 to the hourly rate				246,654	246,654
Increase ALL Stipends by 5.0% (Academic & Athletic)				441,810	441,810
Subtotal:	$ -	$ -	$ -	$ 14,230,744	14,230,744

Note: "School Operating" = only funds 1, 2, 4, and 5. Thus, excludes, nutrition, capital, and fleet.

SPOTSYLVANIA COUNTY PUBLIC SCHOOLS

Required Benefit Increases and Workforce Investment

- These investments support the workforce that serves our students and families. This means attracting, retaining, and investing in high quality teachers and staff.
- High quality workforce is essential for Increasing Student Learning and Achievement.

School Board Approved Needs

Description	Other	State	Federal	Local	FY22 $ Total
FY 2022 Supplemental Net Increase:	$ 1,169,890	$ 2,695,967	$ 1,454,540	$ 900,000	6,220,397
Classroom Instructional Needs					
Supplemental -- SPED Autism Teachers (2 Teachers, 4 Para)				228,000	228,000
Supplemental -- SPED Purchased Services Support				540,000	540,000
Subtotal:	$ -	$ -	$ -	$ 768,000	**768,000**
Instructional Technology Needs					
Supplemental -- 2.0 FTE Technology Field Technicians				136,000	136,000
Subtotal:	$ -	$ -	$ -	$ 136,000	**136,000**
School Infrastructure, Safety/Health, and Other Needs					
Deferred Budget Need -- Print Shop Equipment Replacement for outdated equipment that is no longer being supported.				28,000	28,000
Subtotal:	$ -	$ -	$ -	$ 28,000	**28,000**

Note: "School Operating" = only funds 1, 2, 4, and 5. Thus, excludes, nutrition, capital, and fleet.

SPOTSYLVANIA COUNTY PUBLIC SCHOOLS

Budget Priorities

- Attracting, Retaining, and Investing in High Quality Teachers and Staff
- Increasing Student Learning and Achievement
- Supporting Safe, Engaging, and Equitable Learning Environments

General Fund and Schools

Side-by-Side

Note: "School Operating" = only funds 1, 2, 4, and 5. Thus, excludes, nutrition, capital, and fleet.

SPOTSYLVANIA COUNTY PUBLIC SCHOOLS

County General Fund Budget & School's Operating Budget Side-by-Side

		Starting Budget:	$292,038,051	$300,010,257		
#	Description	Detail	County Proposed	School Board Approved	FTE County	FTE Schools
1	Workforce Investment	Costs of mid-year FY 2021 salary adjustments	$2,948,064			
2	Workforce Investment	1.2% COLA at mid-year FY 2022	$473,659			
3	Workforce Investment	Public Safety pay scale step at mid-year FY 2022	$405,450			
4	Workforce Investment	2% merits for other-than-Public Safety employees at mid-year FY 2022	$338,637			
5	Workforce Investment	Mandated mid-year minimum wage increase	$88,882			
6	Base Budget Adjustments	Added retiree health insurance claims costs	$157,883			
7	Base Budget Adjustments	Base Budget adjustments	$2,058,432			
8	Base Budget Adjustments	Restore certain FY 2021 budget reductions	$1,225,831			
9	Base Budget Adjustments	Jail/Juvenile Center/Library regional partnerships	$515,622			
10	Base Budget Adjustments	Additional and on-going OPEB contributions	$504,230			
11	Base Budget Adjustments	Net new debt service	$345,870			
12	New Initiatives	16 new Social Services positions	$1,078,744		16	
13	New Initiatives	2 new public safety positions.	$205,390		2	
14	New Initiatives	2 new IT positons	$212,686		2	
15	New Initiatives	1 new Solid Waste position & convenience staffing 1 new Solid Waste position & revision to convenience staffing (-1)	$178,993		0	
16	New Initiatives	Market/planning study	$110,000			
17	New Initiatives	Expansion of CityWorks asset management to add'l departments	$75,000			
18	Transfer Adjustment	Net Transfer to Capital Projects Fund	$3,379,025			
19	Transfer Adjustment	Transfer to Transportation Fund	$1,400,000			
21	Transfer Adjustment	Transfers to Other Funds	($49,841)			
20	Transfer Adjustment	Transfer to School Operating Fund	$900,000	$900,000		
22	Workforce Investment	Restore FY 2021 4% Proposed Increase		$8,510,510		
23	Workforce Investment	FY 2022 Required State 2% Increase		$4,255,255		
24	Workforce Investment	Teacher Tuition Reinbursement		$75,000		
25	Workforce Investment	Market Adjustments -- Evergreen 3rd Year		$288,140		
26	Workforce Investment	Bus Driver Longevity Bonus (one-time)		$413,375		
27	Workforce Investment	Hourly: Increase $.75 to the hourly rate		$246,654		
28	Workforce Investment	Increase ALL Stipends by 5.0% (Academic & Athletic)		$441,810		
29	Base Budget Adjustments	Budget Reductions		($1,579,883)		
30	Base Budget Adjustments	Elimination of Holdback		($4,661,098)		5
31	Base Budget Adjustments	Compliance (SOQ) -- 5.0 FTE Counselor		$320,000		2
32	Base Budget Adjustments	Supplemental (SOQ) -- 2.0 FTE Counselor		$128,000		5
33	Base Budget Adjustments	Compliance (SOQ) -- 5.0 FTE Teachers		$290,000		1
34	Base Budget Adjustments	Compliance (SOQ) -- 1.0 FTE ESOL Teachers		$58,000		
35	Grants & Restricted Funds	Expenses with Other Restricted/Commited Funds		$1,169,890		
36	Grants & Restricted Funds	Expenses with State Restricted/Commited Funds		$149,664		
37	Grants & Restricted Funds	Expenses with Federal Restricted/Commited Funds		$1,431,503		
38	Grants & Restricted Funds	Expenses with Local Restricted/Commited Funds		$29,985		
39	New Initiatives	Special Education -- Autism Support		$228,000		6
40	New Initiatives	Special Education -- Purchased Services Support		$540,000		2
41	New Initiatives	Technology Support		$136,000		
42	New Initiatives	Print Shop Equipment Replacement		$28,000		
		Additional $ Proposed/Requested Budget:	$16,552,557	$13,398,805	20	21
		Total Proposed/Requested Budget:	$308,590,608	$313,409,062	20	21

School Budget has a $7.1 million gap. *The next slide shows the funding shortfall*

Current Local Proposed Investment in our division's Public Education

County and Schools total proposed/requested additional dollars.

Let's Build Together

Schools Have A $7.1 M GAP

We need your help with local support for public education

SPOTSYLVANIA COUNTY PUBLIC SCHOOLS

Description	County Proposed	School Board Approved
Base Budget Adjustments	$4,807,868	($5,444,981)
Grants & Restricted Funds	$0	$2,781,042
New Initiatives	$1,860,813	$932,000
Transfer Adjustment	$5,629,184	$900,000
Workforce Investment	$4,254,692	$14,230,744
Grand Total	**$16,552,557**	**$13,398,805**

School Needs: $13.4M

(approved unanimously by School Board)

NEW Proposed Revenues by type:	County General Fund	Schools Operating Funds
Property Tax	$4,391,088	
Other Local Tax	$10,239,000	
Licenses & Permits	$2,000	
Charges for Services	$24,083	
Other Local Revenue	$722,195	
Other Revenue	$0	$1,169,890
Debt Proceeds	$0	
State Revenue	$633,889	$2,774,295
Federal Revenue	($39,238)	$1,454,540
Transfers In	($42,924)	$900,000
Use of Fund Balance	$622,464	
	$16,552,557	**$6,298,725**

New Local Dollars: Proposed Increase is $900K for debt service

Total Funded: Additional Funds: $6.3M

Budget GAP Explained

Additional Funds for Schools:	**$**	**6,298,725**
Total School Needs:	**-**	**13,398,805**
Budget GAP:	**$**	**(7,100,080)**

The School Budget:
INVESTMENT OPPORTUNITY

The percentage of local tax dollars for public education decreases each year.

2011: 58.6%
2021: 49.9%





SPOTSYLVANIA COUNTY PUBLIC SCHOOLS

General Fund and School's Local Transfer Side-by-Side

...

% increase / decrease over prior year

LEGEND:	COUNTY
	SCHOOLS

Fiscal Year	General Fund Increase/ Decrease	General Fund % Increase/ Decrease	School Division Local Increase/ Decrease	School Division % Increase/ Decrease	SCHOOL COUNTY TRANSFER % OF GENERAL FUND
2001	11,100,331	9.44%	7,224,946	10.06%	61.08%
2002	11,508,830	8.91%	4,151,281	5.46%	58.85%
2003	11,443,392	8.14%	6,358,795	7.72%	58.58%
2004	11,506,854	7.57%	5,852,216	6.64%	58.00%
2005	11,422,552	6.99%	7,050,307	7.40%	58.26%
2006	15,039,736	8.42%	5,919,727	5.85%	56.67%
2007	19,782,295	9.98%	7,997,092	7.33%	55.05%
2008	14,613,405	6.86%	8,776,386	7.44%	55.39%
2009	9,665,563	4.34%	2,000,000	1.67%	53.88%
2010	-9,887,075	-4.65%	-6,111,443	-5.37%	53.52%
2011	933,612	0.44%	0	0.00%	53.28%
2012	5,145,322	2.35%	1,000,000	0.87%	52.49%
2013	4,283,583	1.92%	0	0.00%	51.48%
2014	3,018,853	1.34%	0	0.00%	50.79%
2015	6,476,707	2.78%	1,585,000	1.36%	50.06%
2016	5,419,410	2.28%	17,408	0.01%	48.92%
2017	9,482,448	3.83%	4,942,568	4.07%	49.05%
2018	8,170,409	3.20%	2,366,778	1.91%	48.41%
2019	11,231,877	4.21%	3,881,123	3.04%	47.82%
2020	14,834,608	5.27%	3,558,200	2.71%	46.57%
2021	10,334,992	3.54%	200,000	0.15%	44.99%
2022	16,552,557	5.36%	900,000	0.68%	42.57%

Historical % Decline

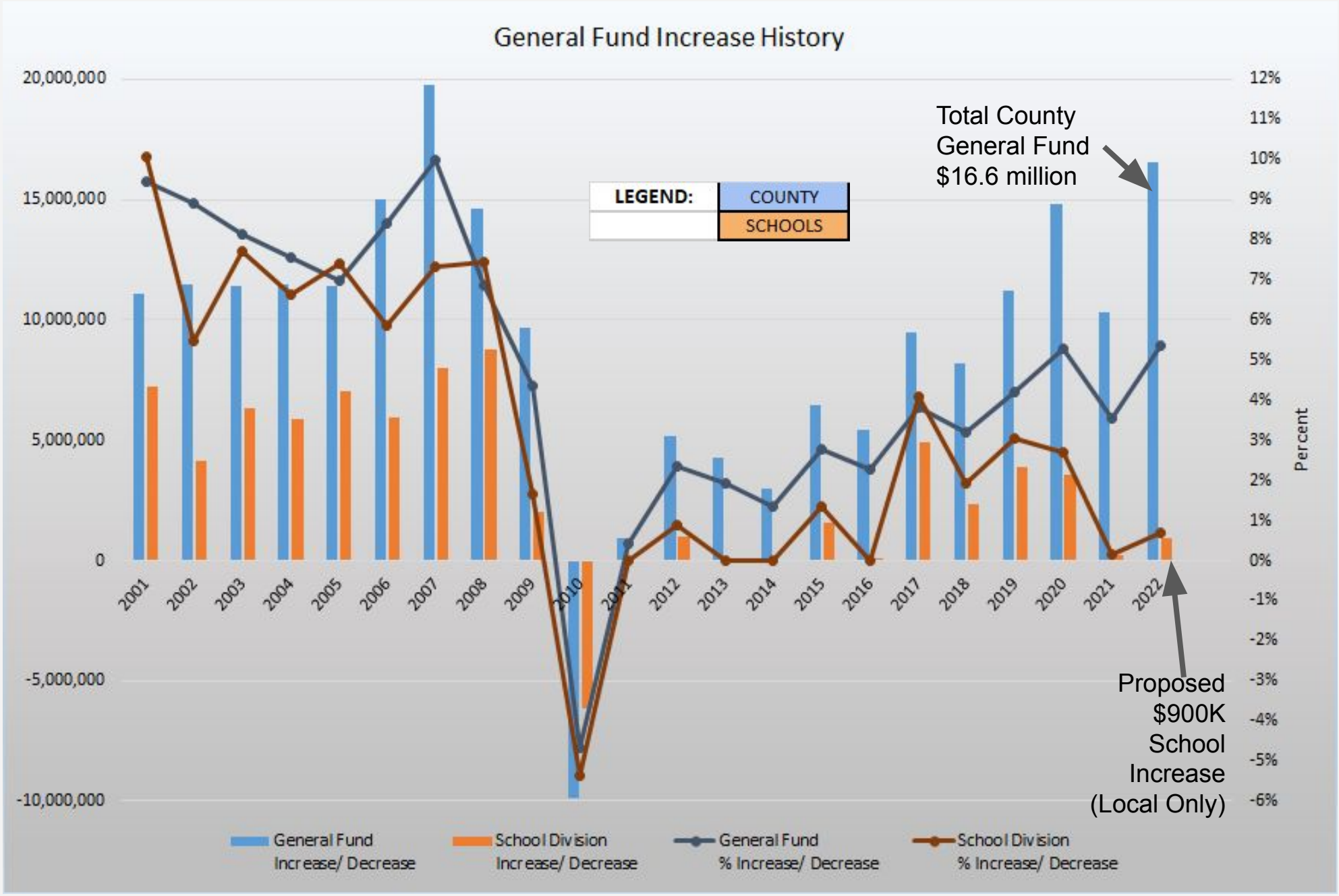
Total New GF Dollars Available This Year

Local Increase Proposed for Schools

LEGEND:	COUNTY
	SCHOOLS

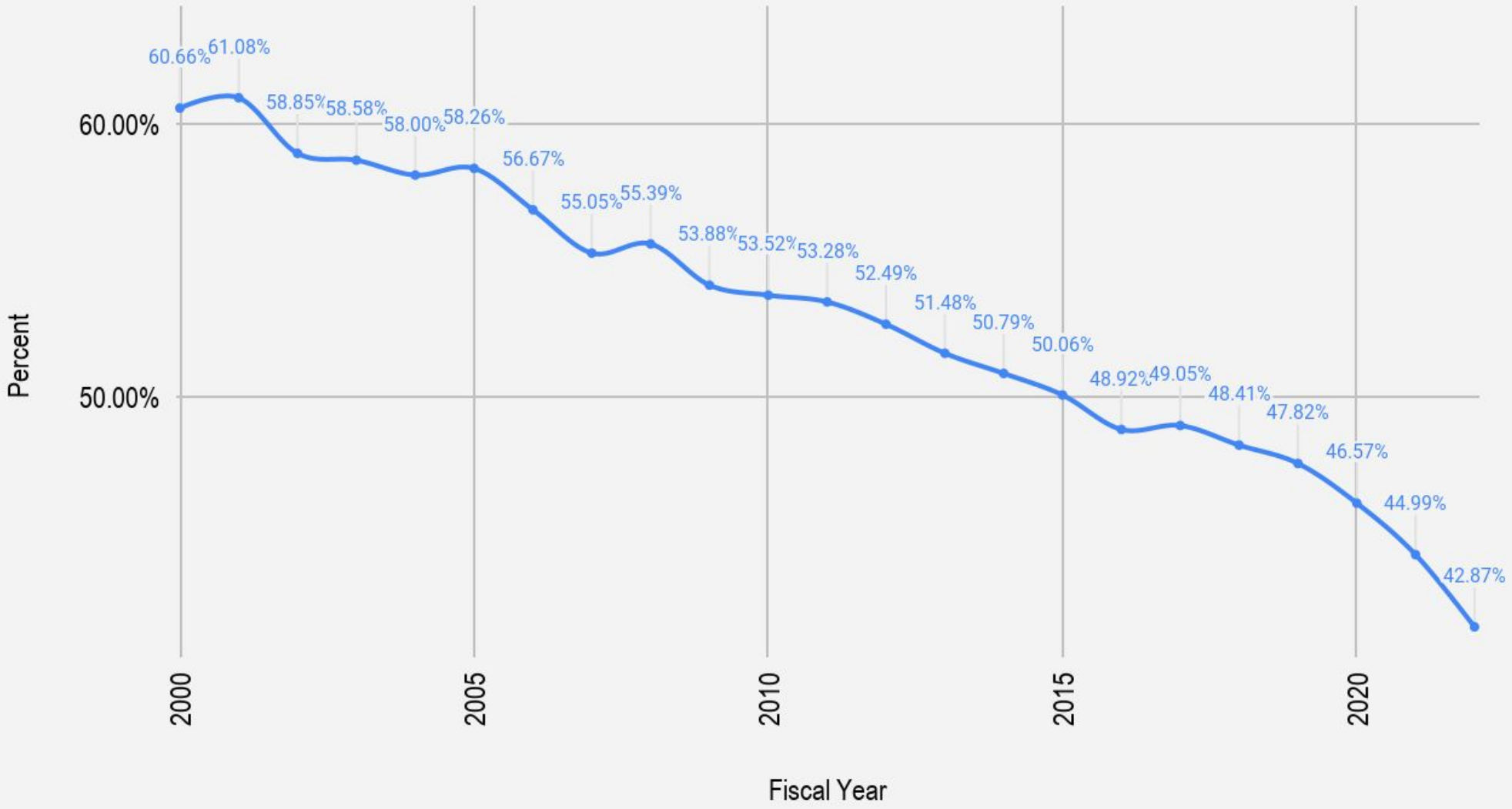
SPOTSYLVANIA COUNTY PUBLIC SCHOOLS

County and School General Fund Increase History $ and %



SPOTSYLVANIA COUNTY PUBLIC SCHOOLS

County Transfer to Schools as % of the County General Fund



SPOTSYLVANIA COUNTY PUBLIC SCHOOLS

History of NEW General Fund Revenue

Fiscal Year	General Fund (GF) Increase/ Decrease	School Division Local GF Increase/ Decrease	School Division % of New GF Revenue
2001	$ 11,100,331	$ 7,224,946	65.1%
2002	$ 11,508,830	$ 4,151,281	36.1%
2003	$ 11,443,392	$ 6,358,795	55.6%
2004	$ 11,506,854	$ 5,852,216	50.9%
2005	$ 11,422,552	$ 7,050,307	61.7%
2006	$ 15,039,736	$ 5,919,727	39.4%
2007	$ 19,782,295	$ 7,997,092	40.4%
2008	$ 14,613,405	$ 8,776,386	60.1%
2009	$ 9,665,563	$ 2,000,000	20.7%
2010	$ (9,887,075)	$ (6,111,443)	61.8%
2011	$ 933,612	$ -	0.0%
2012	$ 5,145,322	$ 1,000,000	19.4%
2013	$ 4,283,583	$ -	0.0%
2014	$ 3,018,853	$ -	0.0%
2015	$ 6,476,707	$ 1,585,000	24.5%
2016	$ 5,419,410	$ 17,408	0.3%
2017	$ 9,482,448	$ 4,942,568	52.1%
2018	$ 8,170,409	$ 2,366,778	29.0%
2019	$ 11,231,877	$ 3,881,123	34.6%
2020	$ 14,834,608	$ 3,558,200	24.0%
2021	$ 10,334,992	$ 200,000	1.9%
2022	$ 16,552,557	$ 900,000	5.4%



The history of local school funding in recent years

Ten Year Reflection		
Total New General Fund Dollars (2013 to 2022):	$89,805,444	19.40%
Schools General Fund Increase (2013 o 2022):	$17,451,077	
Five Year Reflection		
Total New General Fund Dollars (2018 to 2022):	$61,124,443	17.80%
Schools General Fund Increase (2018 o 2022):	$10,906,101	
FY2021-22 Biennium Reflection		
Total New General Fund Dollars (2021 to 2022):	$26,887,549	4.10%
Total New General Fund Dollars (2021 to 2022):	$1,100,000	

**FY 2022 is based on the Proposed Amount, not Adopted.*

SPOTSYLVANIA COUNTY PUBLIC SCHOOLS

Public Education Local Investment

Current Additional Local Investment

County Strategic Plan Breakdown

General Fund Increase of $16.6 M is allocated as follows:

- Commitment to Quality Government
  49.7%
- Commitment to Infrastructure Investment
  31.2%
- Commitment to Public Safety
  12.2%
- Commitment to Educational Opportunities
  6.6% (*$900K, OR 5.4% for Schools + $201K for Regional Library*).
- Commitment to Economic Prosperity
  0.3%

SPOTSYLVANIA COUNTY PUBLIC SCHOOLS

3. **Why invest in Spotsylvania's schools?** Supporting Student Needs Through a High-Quality Workforce

IMAGINE FULLY FUNDING THE SCHOOL BUDGET

WHAT WOULD A FULLY FUNDED SCHOOL BUDGET AFFORD?

Workforce Investment: Maintaining competitiveness in attracting and retaining highly skilled and dedicated employees by increasing compensation through a 6% salary increase investment for all staff and...

- Implementing the Evergreen Compensation Increases (Year 3 of 3)
- Increase of $.75 for hourly support positions
- Increase to Student Support Services Purchased Services
- Academic and Athletic Stipends investment increase of 5%

Supporting Student Needs: Adding 21 FTEs - Investments in staff to support student needs:

- 7 Counselors (5 Compliance, 2 Supplemental)
- 8 Teachers (5 Compliance, 1 ESOL, 2 Autism)
- 4 Paraeducators (Autism)
- 2 Technology Field Technicians

Maintaining Infrastructure, Restricted, and Required Needs

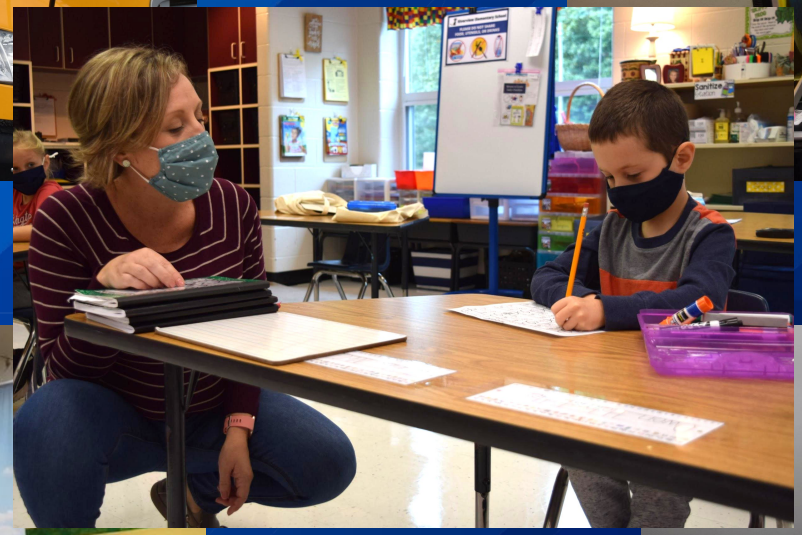
- Paying for Increased Debt Service with proposed local transfer
- Health Care Increase: Requires possibly moving the entire division to an HMO Network to mitigate the impending $2.6 million increase
- Grant Funded Programs

SPOTSYLVANIA COUNTY PUBLIC SCHOOLS

Please Help Fund Our School Heroes











4. Conclusion & Reflection

Building the Future Together

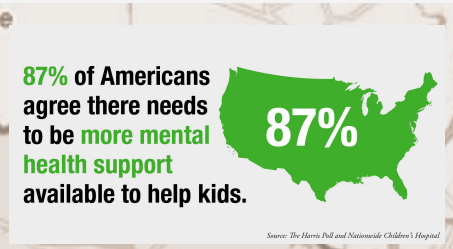
Our Students' Future is our Community's Future

We Serve the Same Community

Together (County & Schools), we prepare our students for their future.



71%
of SCPS Staff Live in Spotsylvania County













SPOTSYLVANIA COUNTY PUBLIC SCHOOLS











"SCTC is doing a fantastic job - great learning environment."

"I think the teachers, staff, admin, school are doing an amazing job with the tremendous load they are given. I want to say, thank you. Thank you for your time, support and guidance in a time like this."

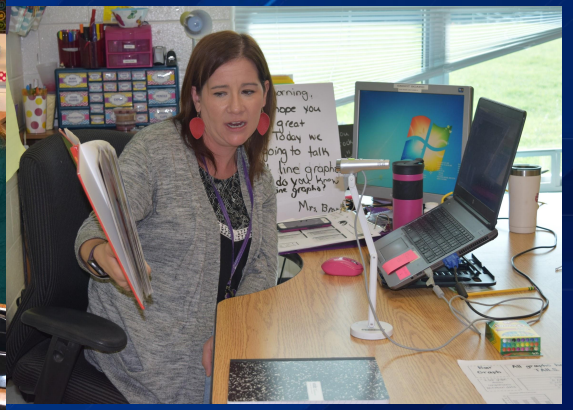
"As a whole it has been phenomenal - teachers are doing their best. There is no perfect scenario."

SPOTSYLVANIA COUNTY PUBLIC SCHOOLS





















SPOTSYLVANIA COUNTY PUBLIC SCHOOLS

End of Presentation

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	February 23, 2021
Title:	Closed Meeting
Type:	Action, Resolution, Closed Meeting
Agenda Title:	Closed Meeting
Recommendation:	Adopt the Closed Meeting Resolution prior to adjourning into Closed Meeting.
Legal Counsel:	Karl R. Holsten, County Attorney

ATTACHMENTS:

File Name	Description	Type
No Attachments Available		