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

October 26, 2021
6:00 PM

Call to Order

Pledge of Allegiance, Invocation

Approval of Agenda Including Possible Agenda Additions

1. Letter of Opposition to House of Delegates Transportation Committee in Creating a Fredericksburg Regional Transportation Authority or Regional Transportation Improvement Committee for PD 16
2. Approval of Lease Agreement with CERESLEEINDUSTRIAL, LLC
3. Authorization for Public Hearing Regarding Lease of Space on the County's Wilderness Tower
4. Proclamation Recognizing November 27, 2021 as Small Business Saturday

Presentation of Consent Agenda

1. Approval of the Minutes of the October 12, 2021 Board of Supervisors Meeting
2. Acceptance of the Water Quality Improvement Fund Grant Award for Thornburg Wastewater Treatment Plant Expansion
3. Approval of Contract Modification #1 for Renewal to Associates in Emergency Care, LLC to Provide Advanced Life Support Training Programs
4. Approval of Contract to VetEvolve VA, LLC dba Spotsylvania Animal Hospital, LLC to provide Veterinarian Services
5. Approval of Resolution Extending the Term of the Cable Television Franchise Held by Verizon Virginia LLC for the Purpose of Completing Franchise Renewal Discussions
6. Approval of the Spotsylvania County Museum Strategic Plan
7. Approval of Task Order to AECOM Technical Services, Inc. for Leavells

Road 24-inch Water Main

8. Approval of Task Order to AECOM Technical Services, Inc. for Route 1 Sewer Replacement
9. Budget Adjustment and Appropriation for the Acceptance of the FY 2022 Virginia State Police Internet Crimes Against Children Task Force Sub-Award for the Sheriff's Office
10. Resolution for Approval of Participation in Proposed Opioid Litigation Settlements — McKesson, Cardinal Health, AmerisourceBergen, and Janssen Pharmaceuticals, Inc.
11. Spotsylvania County Redistricting Criteria and Policies

Public Comment on Consent Agenda

Vote on Consent Agenda

Public Presentations (3 minutes per speaker)

Board Reports

Public Hearings

1. Public Hearing: Conveyance of Private Utility Easement to Sandra G. Baxter Revocable Trust Through Tax Map 23-A-49A
2. Budgeting of 2021 General Obligation Improvement & Refunding and 2021 EDA Lease Revenue Refunding Bond Sale Proceeds
3. Public Hearing to Amend Ordinance, Delay the Effective Date of the Cigarette Tax

Presentations Reports by Others

1. Central Rappahannock Regional Library - Presentation
2. Direction Requested on Implementation of State-Required $3,000 Hazard Pay Bonuses to Certain Public Safety Employees
3. FY 2021 Preliminary End of Year Financial Report and Recommended Carryover Requests

Closed Meeting

1. Closed Meeting

New Business

1. Next Board of Supervisors Meeting November 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:	October 26, 2021
Title:	Letter of Opposition to House of Delegates Transportation Committee in Creating a Fredericksburg Regional Transportation Authority or Regional Transportation Improvement Committee for PD 16
Agenda Title:	Letter of Opposition to House of Delegates Transportation Committee in Creating a Fredericksburg Regional Transportation Authority or Regional Transportation Improvement Committee for PD 16
Recommendation:	n/a
Summary:	Staff would like the Board's consideration on the attached letter to the House of Delegate Transportation to convey our opposition to proposals to advance legislation similar to HB 1910 from the 2021 General Assembly that sought to create a Fredericksburg Regional Transportation Authority (RTA) or Regional Transportation Committee for PD 16. Some of concerns with this proposed legislation are: 1. Creating a RTA would create another layer of regional taxation that would further burden both the local and regional economy as they struggle to recover from the impacts of the COVID-19 pandemic and rising energy prices. 2. Creating a Fredericksburg Regional Transportation Committee would duplicate transportation planning efforts already being done by FAMPO and the George Washington Regional Commission and therefore create an unnecessary third regional body requiring locality support. 3. Creating a Fredericksburg RTA or Regional Transportation Committee would transfer transportation decision making power away from localities and give it a regional body which

may not represent locality interests.

We request that each of the localities within PD 16 be consulted before considering any new legislation related to creating a Fredericksburg RTA or Regional Transportation Committee.

Financial Impact: n/a

Staff Contacts: Ed Petrovitch, County Administrator; Paul Agnello, Assistant Director to Transportation Planning

Additional Background/Other Considerations: The draft letter is attached.

Consequence of Denial/Inaction: The letter will not be approved for distribution.

ATTACHMENTS:

File Name	Description	Type
HB1910_21103104.pdf	HB Information	Backup Material
Spotsylvania_County_RTA_Letter_10_26_2021_Draft_V1.docx	Draft Letter	Backup Material

SUBCOMMITTEE:

HOUSE BILL NO. 1910

AMENDMENT IN THE NATURE OF A SUBSTITUTE

(Proposed by the House Committee on Transportation

on _____)

(Patron Prior to Substitute--Delegate Cole, J.G.)

A BILL to amend the Code of Virginia by adding in Title 33.2 a chapter numbered 38, consisting of sections numbered 33.2-3800 through 33.2-3803, relating to the creation of a Fredericksburg Regional Transportation Improvement Committee.

Be it enacted by the General Assembly of Virginia:

1. That the Code of Virginia is amended by adding in Title 33.2 a chapter numbered 38, consisting of sections numbered 33.2-3800 through 33.2-3803, as follows:

CHAPTER 38.

FREDERICKSBURG REGIONAL TRANSPORTATION IMPROVEMENT COMMITTEE.

§ 33.2-3800. Definitions.

"Committee" means the Fredericksburg Regional Transportation Improvement Committee created pursuant to this chapter.

"Plan" means the regional transportation improvement plan created pursuant to this chapter.

§ 33.2-3801. Creation of the Fredericksburg Regional Transportation Improvement Committee.

A. There is hereby established a Fredericksburg Regional Transportation Improvement Committee, comprised of the localities located in Planning District 16, which is established pursuant to Chapter 42 (§ 15.2-4200 et seq.) of Title 15.2.

B. The Committee shall hold at least four meetings annually and consult with interested stakeholders. The location of the Committee's meetings shall rotate among the localities in Planning District 16.

C. The Committee shall be composed of the following members:

1. The chairman of the Planning District Commission in Planning District 16, or in the discretion of the chairman, his designee, who shall be a current elected official serving on the Planning District Commission;

2. Two members of the House of Delegates, who shall reside in different localities in Planning District 16, to be appointed by the Speaker of the House of Delegates;

3. One member of the Senate, who shall reside in a locality in Planning District 16, shall be appointed by the Senate Committee on Rules;

4. The member of the Board representing the Fredericksburg Construction District;

5. The chief elected officer of each locality located in Planning District 16; and

6. The Commissioner of Highways, the Director of the Department of Rail and Public Transportation, the director of Fredericksburg Regional Transit, and the director of the Virginia Railway Express, or their designees, who shall serve ex officio without voting privileges.

D. The Committee shall elect a chairman and vice-chairman from among its membership. A majority of the members shall constitute a quorum.

E. All members of the Committee shall serve terms coincident with their terms in office or position. Vacancies shall be filled in the same manner as the original appointment.

F. Funding for support of the Committee shall be provided by the participating localities. Each locality's share of funding shall be based on the relative population of each locality.

§ 33.2-3802. Regional transportation improvement plan.

A. The Committee, in consultation with the Board, the Office of Intermodal Planning and Investment, the Department, and the Department of Rail and Public Transportation, shall develop and update at least every five years a regional transportation improvement plan. In developing or updating the plan, the Committee shall, at a minimum:

1. Analyze existing conditions of transportation infrastructure in Planning District 16 and identify key transportation needs;

2. Identify potential improvements to address the needs identified in subdivision 1, including roadway improvements; multimodal improvements, including improvements to public transit, commuter

rail, and bicycle and pedestrian infrastructure; carbon emission reduction strategies; strategies to reduce automobile dependency in intraregional transit; operational strategies; and upgrades to transportation facilities. In the plan, the Committee shall prioritize the identified improvements in a manner consistent with § 33.2-214.1 and identify the amount of additional revenues needed to implement such improvements. In its discretion, the Committee may identify prioritized projects based on a conservative and aggressive revenue model;

3. Consider the environmental impact of any potential improvements and alternative options;

4. Identify and prioritize improvements to reduce vehicle miles traveled in order to reduce traffic congestion and transportation-related emissions;

5. Identify potential local, regional, or state funding sources for the improvements included in the plan;

6. Hold public meetings throughout the region, including at least one public hearing and 30-day public comment period on the plan, or any subsequent updates, prior to approval; and

7. Consider any other items deemed appropriate by the Board or the Committee.

B. Prior to the approval of the plan, or any subsequent updates, the Committee shall consult with the Board regarding the impact and interplay of potential improvements on state and local transportation infrastructure and ensure that the plan, or any updates thereto, reflect the Board's input.

C. Technical assistance shall be provided to the Committee by the Board upon request. All agencies of the Commonwealth shall provide assistance to the Committee to fulfill the requirements of this section, upon request.

§ 33.2-3803. Report.

The Committee shall submit to the Secretary an interim plan no later than July 1, 2022, and a plan no later than July 1, 2023. The Committee shall update the plan at least every five years, or more often at the discretion of the Committee.

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Board of Supervisors
DEBORAH H. FRAZIER
BARRY K. JETT
KEVIN W. MARSHALL
TIMOTHY J. MCLAUGHLIN
DAVID ROSS
GARY F. SKINNER
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County Administrator
ED PETROVITCH
Deputy County Administrator
MARK L. COLE
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Voice: (540) 507-7010
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October 26, 2021

House of Delegates Transportation Committee
900 E. Main Street
Richmond, VA 23219
Via email: https://virginiageneralassembly.gov/house/members/members.php?committee=H19

RE: Concerns with creating a Fredericksburg Regional Transportation Authority or Regional Transportation Improvement Committee for PD 16

Dear Delegates:

On behalf of the Board of Supervisors, I am writing to convey our opposition to proposals to advance legislation similar to HB 1910 from the 2021 General Assembly that sought to create a Fredericksburg Regional Transportation Authority (RTA) or Regional Transportation Committee for PD 16.

Some of our concerns with this proposed legislation are:

1. Creating a RTA would create another layer of regional taxation that would further burden both the local and regional economy as they struggle to recover from the impacts of the COVID-19 pandemic and rising energy prices.
2. Creating a Fredericksburg Regional Transportation Committee would duplicate transportation planning efforts already being done by FAMPO and the George Washington Regional Commission and therefore create an unnecessary third regional body requiring locality support.
3. Creating a Fredericksburg RTA or Regional Transportation Committee would transfer transportation decision making power away from localities and give it a regional body which may not represent locality interests.

We request that each of the localities within PD 16 be consulted before considering any new legislation related to creating a Fredericksburg RTA or Regional Transportation Committee.

Respectfully,

Honorable Mr. Kevin Marshall, Chairman

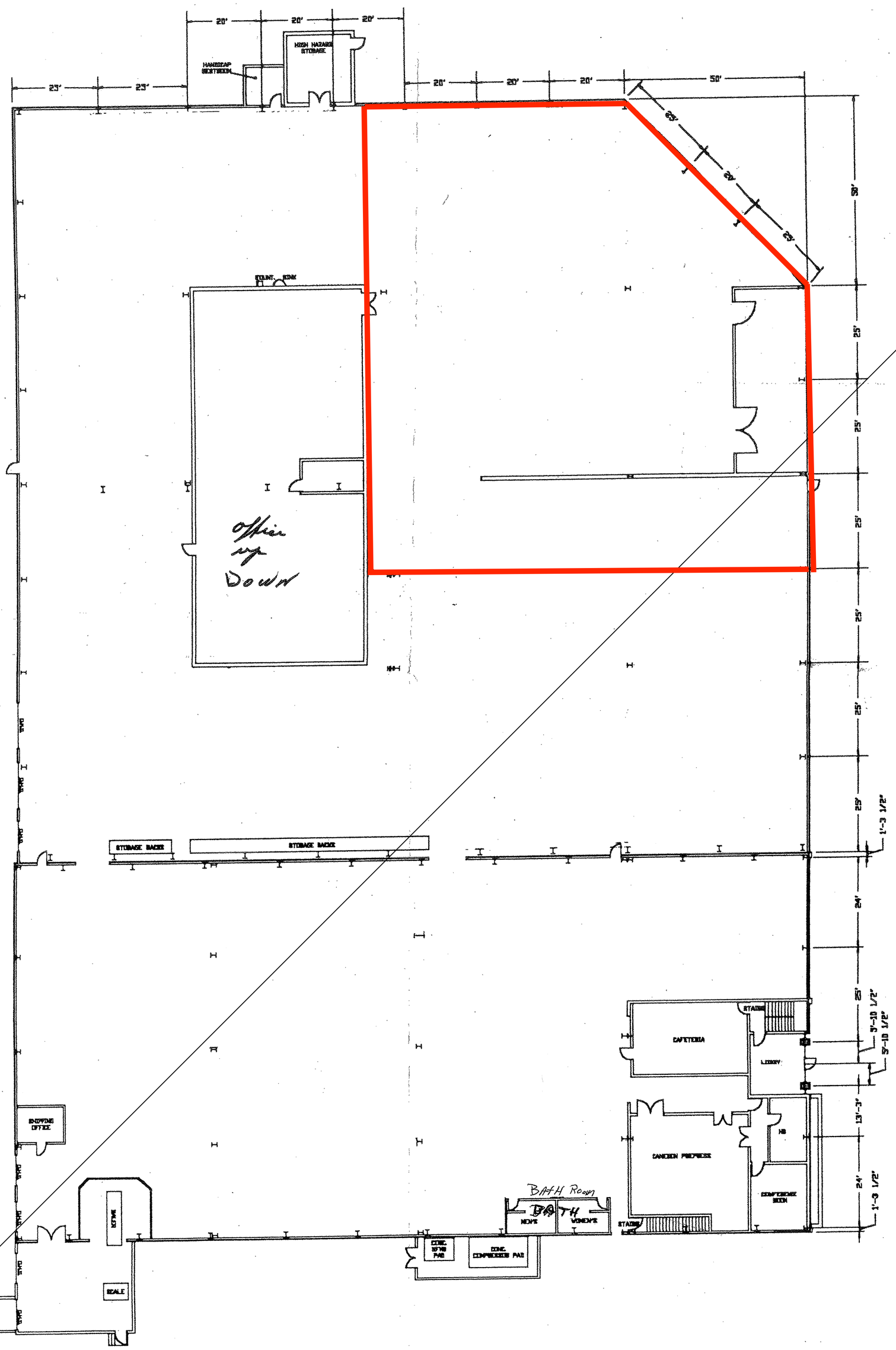
Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	October 26, 2021
Title:	Approval of Lease Agreement with CERESLEEINDUSTRIAL, LLC
Agenda Title:	Approval of Lease Agreement with CERESLEEINDUSTRIAL, LLC
Recommendation:	Staff recommends that the Board enter into a short-term lease with CERESLEEINDUSTRIAL, LLC for use by the Department of Fire, Rescue, and Emergency Management.
Summary:	FREM uses the nationally recognized Candidate Physical Ability Test (CPAT) to evaluate the physical ability of applicants to perform the physical functions of the job of a Firefighter. This certified and accredited test requires specific criteria and parameters for the test set up and the environment that it is conducted within. FREM has been unable to identify and secure a County-owned facility or a privately-owned facility at which to hold the test that meets the criteria and parameters required that would be free of charge. An evaluation of the limited number of potential lease spaces that will meet the requirements of the test was conducted, most of which were not agreeable to a short-term lease, while others had excessive prices associated with the lease. A suitable 15,000 square foot area has been identified at a property located at 3591 Lee Hill Drive, which is controlled by CERESLEEINDUSTRIAL, LLC. Anticipated Costs The intent is to lease this available space for a period of three months, in order to conduct the required setup of the test components, orientation and training, testing, and teardown of the test components. The fixed rental rate is $11,250.00 per month, totaling $33,750 for the entire three-month period. FREM intends to utilize already budgeted Aid-To-Locality (ATL) funding to pay for the lease, as leasing training space is an allowable expense under the requirements of the Virginia Department of Fire Programs.

Staff Contacts:	Jay Cullinan, Fire Chief; Bonnie Jewell, Assistant County Administrator/Chief Financial Officer
Legal Counsel:	Susan Cooke, Deputy County Attorney
Additional Background/Other Considerations:	
Consequence of Denial/Inaction:	If this request is denied, FREM will not be able to conduct the CPAT that is required for the current hiring process, delaying the hiring of recruits for the next academy. This delay in hiring recruits could negatively impact the ability of the County to benefit from the $4.3 million in federal funds available through the recently approved SAFER grant, as it would exceed the allowable timeline established by the Department of Homeland Security.

ATTACHMENTS:

File Name	Description	Type
Exhibit_A_to_County_Lease_-_LO-21-0319.pdf	Exhibit A to County Lease	Backup Material
Lease_Spotsylvania_Fire_and_Rescue_10.22.21_v5_Clean.docx	Lease Agreement	Agreement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HANDICAP RESTROOM
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5'-10 1/2"
13'-3"
24'
1'-9 1/2"
Office up Down
STORAGE RACKS
STORAGE RACKS
SHIPPING OFFICE
SCALE
RAMP
BATH Room
BATH
MEN'S
WOMEN'S
CONC. SLAB PAD
CONC. COMPRESSOR PAD
CAFETERIA
LOBBY
CANCER PROCESS
CONFERENCE ROOM
STAIRS
STAIRS

COMMERCIAL LEASE

THIS LEASE, dated as of the ___ day of _____, 2021, between **CERESLEEINDUSTRIAL, LLC**, a Virginia limited liability company ("Landlord") and **SPOTSYLVANIA COUNTY**, a political subdivision of the Commonwealth of Virginia _____ ("Tenant");

WITNESSETH:

1. **PREMISES.**
Landlord hereby leases unto Tenant exclusively and Tenant leases from Landlord a portion of the real property and improvements known as 3591 Lee Hill Drive, Fredericksburg, VA, containing approximately 15,000 net rentable square feet, together with non-exclusive use of the parking and outdoor area more particularly shown on Exhibit "A" attached hereto and incorporated herein (the "Premises"). To the extent the perimeter of the Premises does not include a demising wall, a tape line on the floor in the location shown on Exhibit A delineates the exclusive limits of the Premises. Tenant has the right of quiet enjoyment of the Premises during the Term and any renewal thereof. The Premises is a part of a larger building consisting of approximately 74,572 net rentable square feet (the "Building"), located on a parcel of land consisting of approximately six (6) acres (the "Property").

2. **TERM.**
   2.1 **Lease Term.** The initial term of this Lease (the "Term") is for three (3) months beginning the October 27th, 2021 (the "Commencement Date") and expiring on January 31st, 2022, unless terminated prior to that date under this Lease or by law.
   2.2 **Renewal Term.** Tenant has the option to extend the Term of this lease by one (1) period lasting thirty (30) days in duration. In the event Tenant elects to renew the Term of this Lease, it must provide written notification of its intention to do so no later than thirty (30) days prior to the expiration of the Initial Term of this Lease.
   2.3 **Holding Over.** If the Tenant remains in possession of the Premises after the expiration or termination of this Lease, such occupancy will be a tenancy from month to month upon all of the provisions of this Lease, except that the Rent for such holdover period shall be 150% of the Rent in effect immediately prior to the expiration or termination of this Lease.

3. **RENT.**

Rent. Tenant agrees to pay Landlord, without notice, demand, offset or deduction, fixed minimum rent (the "Rent") of $11,250.00 ($0.75 per square foot per month of Premises leased exclusively to Tenant) per month, during each month of the Term. All Rent

payments shall be paid to Landlord at the address stated in Section 16, or at such other place as Landlord designates in writing, or at Tenant's request may be paid electronically by ACH transfer or other means of electronic transfer. Rent shall be payable monthly in advance on the first day of each month and on the Commencement Date. If the Term of this Lease commences or expires on a day other than the first day of a calendar month, the Rent for any partial month is prorated.

4. **USE OF PREMISES.**

4.1 **Permitted Uses.** Tenant agrees to use the Premises only for the training, operation, and maintenance of a fire and rescue department (excluding training exercises involving live fires), but for no other purpose without Landlord's prior written consent.

4.2 **Prohibited Uses.** Tenant may not use or occupy the Premises, or permit them to be used or occupied, in any manner which (i) creates a nuisance (ii) unreasonably disturbs other occupants of the Property, (iii) violates applicable governmental laws or regulations, or (iv) violates the provisions of any insurance policy insuring the Premises or property located in the Premises. Landlord affirms that Tenant's use for physical training of fire and emergency personnel does not create a nuisance.

4.3 **Inspection.** Landlord and its representatives may enter the Premises at any reasonable time upon at least three (3) hours prior notice to inspect the Premises, to perform any work required or permitted to be performed by Landlord under this Lease, and to exhibit the Premises to prospective mortgages, purchasers and tenants. Landlord agrees that it will not to interfere with or disrupt the operation of Tenant's business in the exercise of Landlord's rights under this Section.

5. **COMPLIANCE WITH LAWS.**

5.1 **Environmental Laws.** Tenant, at all times during the term of this Lease, agrees: (i) to conduct all of Tenant's activities at the Premises in compliance with all applicable environmental laws and regulations.

5.2 **Other Laws.** Except for compliance with environmental laws and regulations, which are governed by the provisions of the preceding Section, Tenant agrees at Tenant's sole expense to comply with all applicable laws, ordinances, regulations and codes affecting or relating to Tenant's use of the Premises or the physical condition of the portions of the Premises which Tenant is required to maintain and repair under Section 7.2.

6. **ASSIGNMENT AND SUBLETTING.**

Subject to terms hereof, Tenant shall not mortgage or assign this Lease, in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of

Landlord, which approval and consent Landlord shall not unreasonably be withheld. The consent by Landlord to any such mortgage, assignment or subletting by Tenant does not waive the necessity for such consent to any subsequent mortgage, assignment, or subletting. In the event that this Lease is assigned or the Premises or any part thereof is sublet or occupied by any party other than Tenant, Landlord may collect such Rent from such assignee, subtenant or occupant and apply the gross amount collected to the payment of Rent in accordance with the provisions hereof; provided, however, that no such assignment, subletting, occupancy or collection constitutes a waiver of the prohibition against assignment or subletting without the prior written consent of Landlord or the acceptance of any assignee, subtenant or occupant as a tenant or a release of Tenant from the terms and conditions hereof. Notwithstanding any assignment or sublease, Tenant remains liable in accordance with the terms and conditions hereof, and Tenant shall not be released from performing any of the terms, covenants and conditions of this Lease.

7. **REPAIRS AND MAINTENANCE.**

7.1 **Acceptance.** Tenant has examined the Premises and accepts them in their present condition, without any representation on the part of Landlord as to the present or future conditions of the Premises.

7.2 **Tenant's Obligations.**

a. Tenant agrees at Tenant's expense to keep and maintain in as good a state of repair and condition as exists on the Commencement Date, except for ordinary wear and tear, the portions of the Premises which are not the responsibility of the Landlord to maintain, including but not limited to: (i) the interior walls, floors, windows, and doors of the interior of the Premises, and (ii) all plumbing fixtures, appliances, and utility lines to the extent they are inside the Premises. Tenant is not responsible to clean or maintain the Building or Property outside of the Premises, but agrees to cooperate in keeping the exterior and interior of the Premises in a neat and orderly condition, free from trash and debris. Tenant shall at its expense contract with reputable firms selected by Tenant in its reasonable discretion for disposal of trash and rubbish from the Premises.

b. At the expiration or termination of this Lease, Tenant agrees to quit and surrender the Premises to Landlord in "broom clean" condition, and in as good a condition as when received, reasonable wear and tear and damage by fire or other casualty excepted.

7.3 **Landlord's Obligations.** Landlord is responsible at its sole cost and expense to maintain the portion of the Property that is not included in the Premises in good condition and repair, or to cause other tenants or occupants to so maintain said portion of the Property, including but not limited to all parking areas and

landscaping features. In addition, Landlord is responsible for all maintenance and repair obligations which are not specifically the responsibility of Tenant including but not limited to the roof of the Premises and Building, the structural features of the Premises and Building, all utility lines and sprinkler systems serving the Premises and Building, any and all capital repairs to the Premises, Building or Property (including repaving of the parking lots and drive aisles whether or not located within the Premises), and repair and replacement of the HVAC systems serving the Premises. Landlord is also responsible for cutting the grass and maintaining the landscaping on the entire Property, and keeping the drive aisles and parking lots free of snow on the entire Property.

7.4 **Landlord's Alterations.** The Premises are demised in their "as is" condition, with all faults.

7.5 **ADA Compliance.** Notwithstanding anything to the contrary contained in this Lease, Landlord and Tenant agree that responsibility for compliance with the Americans With Disabilities Act of 1990 (the "ADA") is allocated as follows: (i) Landlord is responsible for compliance with the provisions of Title III of the ADA for all areas of the Building not included in the Premises, including exterior and interior areas of the Building not included within the Premises or the premises of other tenants; (ii) Landlord is responsible for compliance with the provisions of Title III of the ADA for any construction, renovations, alterations and repairs made within the Premises if such construction, renovations, alterations or repairs are made by Landlord for the purpose of improving the Building generally, the repairs are ordered by a governmental authority, or are done as Landlord's Work and the plans and specifications for the Landlord's Work were prepared by Landlord's architect or space planner and were not provided by Tenant's architect or space planner; (iii) Tenant is responsible for compliance with the provisions of Title III of the ADA only with respect to any construction, renovations, alterations and repairs made within the Premises by Tenant at Tenant's option to improve or change the layout of the Premises.

8. **TENANT'S PROPERTY; ALTERATIONS AND IMPROVEMENTS.**

8.1 **Tenant's Property**. All machinery, equipment, and other unattached movable property placed in the Premises by Tenant remains the property of Tenant, and Tenant may remove such property, provided (i) no Event of Default has occurred and is continuing and (ii) Tenant repairs any damage to the Premises caused by such removal. Notwithstanding the foregoing, all electrical wiring, lighting fixtures and carpeting attached to the Premises by Tenant are Alterations and Improvements within the meaning of the following Section.

8.2 **Alterations and Improvements**. Tenant is entitled to make alterations, additions, and improvements (including exterior signs) to the Premises, provided

Tenant first obtains Landlord's written consent, not to be unreasonably withheld or delayed. Any alterations, addition, improvement made by Tenant (including, without limitation, electrical wiring, lighting fixtures, and carpeting) become the property of Landlord upon the expiration or termination of this Lease, and Tenant is not obligated to remove the same, unless Landlord, as condition to granting Landlord's consent to such alteration or addition, has elected to require Tenant to remove such items at the expiration of the Lease term.

9. **TAXES**

Landlord's Taxes. Landlord agrees to pay on or before the last date such taxes can be paid without penalty all ad valorem taxes and assessments levied, assessed or charged against the Premises.

10. **UTILITIES.**

Landlord agrees (i) to apply for and connect all utilities in Landlord's name only, and (ii) to pay for all water, gas, heat, light, power, garbage removal and other utilities and services supplied to the Premises specifically excluding Tenant's Separate Utilities. The term "Tenant's Separate Utilities" shall mean phone, internet, and janitorial services for the Premises.

11. **INSURANCE.**

11.1 **Landlord's Insurance.** Landlord shall maintain (i) fire and general casualty insurance in such amounts and with such coverage as Landlord determines is commercially prudent, not to exceed Four Million Dollars ($4,000,000.00); and (ii) such other insurance as Landlord determines is commercially prudent and appropriate (all the foregoing are collectively referred to as "Landlord's Insurance"). Notwithstanding anything herein to the contrary, Tenant acknowledges that landlord is not responsible for carrying insurance of any kind on Tenant's furniture and furnishings or its equipment, improvements or trade fixtures and that Landlord is not obligated to repair or replace the same in the event of a fire or other casualty affecting the Premises.

11.2 **Tenant's Insurance.** At all times during the Term, Tenant, at its sole cost and expense, will maintain in effect its coverage provided by VaCorp or its equivalent as follows:

a. Liability Insurance. A comprehensive policy of general liability insurance in the minimum amount of One Million Dollars ($1,000,000) combines single limit per occurrence with Two Million Dollars ($2,000,000.00) annual aggregate.

11.3 **Increases in Insurance Rates.** Tenant shall not permit anything in the Premises that causes an increase in the rate of fire insurance on the Building, or the property therein, or conflict with the regulations of the Fire Department or the fire laws, or with the terms of any insurance policy upon the building, or any part thereof, or which may make void or voidable any fire insurance on the Premises or the Building. Notwithstanding anything to the contrary contained in this Section 11.3, nothing set forth in this Section 11.3 prohibits, limits or in any way restricts Tenant's ability to continue to conduct training in the normal course as it has prior to the commencement of this Lease.

11.4 **Indemnities; Liability of Landlord Limited.**

Except with respect to any damages resulting solely from the gross negligence or willful misconduct of Landlord, its agents and employees, Landlord is not liable to Tenant, its employees, agents, business invitees, licensees, customers, clients, guests or trespassers for any damage, loss, compensation, accident, injury, death, or claims whatsoever as to persons or property;; use or operation (by Landlord, Tenant or any other person or persons whatsoever) of any elevators, escalators, heating, cooling, electrical, or plumbing equipment or apparatus; fire, robbery, theft, or any other criminal or tortious activity whatsoever, or any other casualty whatsoever; acts or omissions of any occupant of any space adjoining all or any part of the Premises, parking areas or Building; any water, gas, steam, fire, explosion, electrical problem or falling plaster; the bursting, stoppage or leakage of any pipes, sewer pipes, drains, conduits, appliances or plumbing works; or any other cause whatsoever. Neither Landlord, not its agents, employees or guests, is liable to Tenant for loss or damage caused by any risk required to be covered in such insurance hereunder.

12. REIMBURSEMENT OF OPERATING EXPENSES

INTENTIONALLY DELETED

13. DAMAGE OR DESTRUCTION.

If the Premises are partially damaged by fire or other casualty, the damage to the structure of the Premises (but not personal property of Tenant) will be repaired by landlord, and, until substantial completion thereof, if the undamaged portion remains suitable and adequate for Tenant's purposes, the Rent is apportioned according to the part of the Premises which is usable by the Tenant. However, to the extent such repairs are necessary due to the gross negligence or willful misconduct of Tenant, Rent is not apportioned and Rent remains in full force and effect, notwithstanding the provisions of the first sentence of this section. If the Premises are rendered unfit for Tenant's purposes,

the terms of this Lease expire upon the third day after Tenant's notice to Landlord of Tenant's termination. However, to the extent such repairs are necessary due to negligence, intentional acts, or omission of Tenant or any individual or entity acting at the direction of or on behalf of Tenant or any invitee or guest of Tenant, Tenant is not entitled to apportionment and Landlord is under no obligation to terminate this Lease. In none of the foregoing contingencies in this Section is Landlord liable to Tenant, its successors or assigns, in respect of any period during which occupancy of the Premises by Tenant may not be possible. All damage to Tenant's Personal property shall be repaired by Tenant, at its expense.

14. **CONDEMNATION.**

If all or any part of the Premises or Building is taken as a result of the exercise of the power of eminent domain or agreement in lieu thereof, this Lease terminates as to the part so taken as of the date of taking, and, in the case of a partial taking of the Premises, either Landlord or Tenant has the right to terminate this Lease as to the balance of the Premises by giving written notice to the other within thirty (30) days after such date; provided, however, that Tenant can only exercise such right to terminate if the portion of the Premises taken is of such extent and nature as to impair Tenant's use of the balance of the Premises. If this Lease is terminated under the provisions of this Section, Rent is apportioned and adjusted as the date of termination. In the event of any taking, Tenant has no claim against Landlord or against the condemning authority for the value of any leasehold estate or for the value of the unexpired Lease Term (and Tenant hereby assigns to Landlord any right or interest to any award applicable thereto), provided that the foregoing does not preclude any claim that Tenant may have against the condemning authority for the unamortized cost of leasehold improvements, to the extent the same were installed at Tenant's expense, or for moving expenses. In the event of a partial taking of the Premises which does not result in a termination of this Lease, the monthly Rent thereafter to be paid is equitably reduced based upon balance of the square feet of the Premises.

15. **DEFAULT.**

15.1 **Events of Default.** Tenant is in default under this Lease if Tenant (i) fails to pay any installment of rent within ten (10) days of Notice from Landlord; (ii) fails to pay any charge (other than rent) due under the Lease within ten (10) days after Notice of nonperformance; (iii) repudiates or, within 30 days after Notice of nonperformance, fails to comply with or perform any provisions of this Lease (or, if performance of an affirmative non-monetary obligation cannot reasonably be made within 30 days after such Notice, the Tenant fails to commence performance within that period and diligently proceed to completion of performance); (iv) abandons the Premises; (v) is dissolved, fails to maintain its

legal existence, or fails to maintain its authority to conduct business in the Commonwealth of Virginia; or (vi) becomes insolvent, executes an assignment for the benefit of creditors, or commences (or becomes the subject of) bankruptcy or receivership proceedings.

15.2 **Remedies.** If an event of default occurs, Landlord at its option and without further notice to Tenant, except as otherwise provided in this Section, may (i) recover any amount due from Tenant under this Lease, and (ii) pursue any other remedy available to the Landlord under the laws of the Commonwealth of Virginia, including without limitation reentering the Premises and either terminating Tenant's right of possession without terminating this Lease, or terminating the lease by Notice to Tenant and recovering from Tenant all damages resulting from Tenants breach of the Lease.

15.3 **Remedies Cumulative.** Landlord's remedies are cumulative and not exclusive of other remedies to which Landlord may be legally entitled. No waiver of any breach of a provision of this Lease may be constructed to be a waiver of any succeeding breach of the same or any other provision. No payment by Tenant of a smaller amount than the rest reserved is deemed other than a payment on account of the earliest Rent due, nor is any endorsement or statement on any check or letter accompanying payment deemed an accord and satisfaction, except as provided at Virginia statutory law, and Landlord may accept payment without prejudice to its rights to recover the balance of the rent due or pursue any other remedy provided for in this Lease.

15.4 **Late Charges.** If any installment of rent or any other amount due under this Lease is not received by Landlord within 10 days after Tenant's receipt of a written notice of failure to pay, then Tenant is obligated to pay, in addition to the amount due, a late charge equal to 5% of the overdue amount. Tenant agrees that the late charge imposed by this Section represents a fair and reasonable estimate of the costs the Landlord incurs by reason of late payment by the Tenant.

15.5 **Security Deposit.** No deposit shall be required.

15.6 **Attorney Fees.** If any delinquent amount due either party under this Lease is collected by or through an attorney, the party obligated to pay the same agrees to pay the other party's reasonable attorneys' fees and expenses. Further, in any suit brought by either party for any failure of the other party to perform any of the covenants and conditions of this Lease, the prevailing party has the right to recover all costs incurred in connection with such suit, including reasonable attorneys' fees.

16. **NOTICES.**

Each notice ("Notice") required or permitted to be given by a party by the terms of this Lease is deemed given only when received by the addressee via United Stated Certified

Mail, Postage Prepaid, at the address of such party states as set forth below. Either party may change the address to which Notices must be sent by giving Notice to the other party in accordance with this Paragraph.

If to Landlord, to:

CERESLEEINDUSTRIAL, LLC
201 N. Union Street, Suite 110
Alexandria, VA 22314
Attention: Martin Kamm

If to Tenant, to:

Spotsylvania County Administrator
9104 Courthouse Road
Spotsylvania, Virginia 22553

With a copy to

Spotsylvania County Attorney
9105 Courthouse Road
Spotsylvania, Virginia 22553

17. **SUBORDINATION AND ATTORNMENT**

This Lease is subject and subordinate to all deeds of trust, ground leases and other security instruments (collectively, "Mortgages", the holder or ground lessor of which is referred to herein as a "Mortgagee") which may now or hereafter affect the Building or the Premises. Within ten (10) days of Landlord's request thereof, Tenant shall execute any certificate confirming such subordination and any estoppel certificate reasonably requested by Landlord. If requested by any Mortgagee after foreclosure or termination of any ground lease, Tenant agrees that the Lease transfers to such Mortgagee or purchaser as the case may be. Tenant shall not mortgage this Lease or any interest under it.

18. **WAIVER OF TRIAL BY JURY.**

THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR INCIDENT TO THIS LEASE, TENANT'S USE AND OCCUPANCY OF THE PREMISES OR ANY CLAIM OF DAMAGES.

19. **BROKERS.**

Each party represents and warrants that it has not engaged the services of or dealt with any broker, salesperson or other entity who may claim a commission or other payment in conjunction with this Lease.

20. **MISCELLANEOUS.**

20.1 **Interpretation.** This Lease: (i) is governed, constructed, and enforced under the laws of the Commonwealth of Virginia and the parties submit to the jurisdiction of the courts of Spotsylvania County, Virginia for the purpose of all controversies which may arise under this Lease; (ii) contains the entire understanding of the parties and there are no conditions precedent to its effectiveness or collateral understandings with respect to its subject matter; (iii) cannot be modified except by writing signed by both parties; (iv) is not construed strictly against either party, but fairly in accordance with their intent as expressed in this Lease; and (v) binds the parties, their perspective heirs, personal representatives, successors and permitted assigns. The individual executing this Lease on behalf of Landlord warrants his authority to do so. The Board of Supervisors of Spotsylvania County authorizes the County Administrator, or his duly appointed Deputy County Administrator, to execute this Lease on behalf of Tenant and to administer the Lease during its Term, including to extend or terminate the Lease in accordance with the provisions set out in the Lease.

20.2 **Time.** Time is of the essence in every particular.

20.3 **Titles.** The titles and section headings used herein are for purposes of convenience only and are not construed to limit or extend the meaning of any part of this Lease.

20.4 **Partial Invalidity.** If any provision of this Lease is invalid or unenforceable to any extent, then if the invalid provision is not material to Lease, the remainder of this Lease continues in full force and effect and is enforceable to the fullest extent permitted by law.

20.5 **Non-Waiver.** No waiver of any covenant or condition by either party is deemed to imply or constitute a further waiver of the same covenant or condition or a waiver of any other covenant or condition of this Lease.

20.6 **Counterparts.** This Lease may be executed in two or more counterparts, each of which shall be deemed an original and which together constitute one and the same instrument.

20.7 **Subject to Appropriations.** Any term or condition of this Lease that requires or contemplates that Tenant expend funds is subject to Tenant's appropriation of such funds. Tenant acknowledges that funds for the three-month term of this lease have already been appropriated. Failure or refusal to appropriate funds is not, in itself, a breach of this Lease, but causes it to terminate.

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Lease as the date first stated above.

LANDLORD:

CERESLEEINDUSTRIAL, LLC
a Virginia limited liability company:

By: _____
Richard Boales, Manager of Boales Manager, LLC,
Manager of Ceresleeindustrial, LLC
Date:

TENANT:

SPOTSYLVANIA COUNTY, a political subdivision of the Commonwealth of Virginia

By: _____
(print name and title): _____
Date: _____

Approved as to Form:

_____
Susan E. Cooke, Deputy County Attorney

Exhibit "A" – Outline of Premises

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	October 26, 2021
Title:	Authorization for Public Hearing Regarding Lease of Space on the County's Wilderness Tower
Type:	Action
Agenda Title:	Authorization for Public Hearing Regarding Lease of Space on the County's Wilderness Tower
Recommendation:	Staff recommends that the Board authorizes a future public hearing to be held to receive citizen comment on a new lease with Verizon for space on the County's Wilderness tower.
Summary:	Verizon is seeking a lease with the County to locate equipment on the Wilderness tower on Orange Plank Road. The lease would have an initial term of 10 years, with three additional 5-year terms. For the initial 10 years, the total tower rent paid to the County would be $192,000 paid in equal $1,600 monthly installments. Approval of the lease may occur only after a public hearing has been held to receive citizen comment on the matter. Staff recommends that the Board authorize a future public hearing to be held to receive such comment.
Financial Impact:	If the lease is approved following a future public hearing, the monthly tower rent to the County would be $1,600 for the initial 10-year lease. The monthly rent would increase for each of the 5-year terms thereafter.
Staff Contacts:	Rich Maidenbaum Deputy CIO
Legal Counsel:	Susan Cooke, Deputy County Attorney
Consequence of Denial/Inaction:	If the request for authorization of a public hearing is denied, the lease agreement cannot be considered by the Board.

ATTACHMENTS:

File Name	Description	Type
No Attachments Available		

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	October 26, 2021
Title:	Proclamation Recognizing November 27, 2021 as Small Business Saturday

Agenda Title:	Proclamation Recognizing November 27, 2021 as Small Business Saturday
Recommendation:	Staff recommends approval.
Summary:	Supervisor Marshall would like the Board of Supervisors to approve the attached proclamation in declaring Saturday, November 27th Small Business Day.
Staff Contacts:	Ed Petrovitch, County Administrator
Legal Counsel:	n/a
Additional Background/Other Considerations:	The proclamation is attached.
Consequence of Denial/Inaction:	The proclamation will be denied.

ATTACHMENTS:

File Name	Description	Type
Small_Business_Saturday-_proclamation.docx	Proclamation	Proclamation

PROCLAMATION

Recognizing November 27, 2021 as Small Business Saturday

WHEREAS, the government of Spotsylvania, Virginia, celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are 31.7 million small businesses in the United States, they represent 99.7% of firms with paid employees, and they are responsible for 65.1% of net new jobs created from 2000 to 2019; and

WHEREAS, small businesses employ 47.1% of the employees in the private sector in the United States, 88% of U.S. consumers feel a personal commitment to support small businesses in the wake of the pandemic, and 92% of small business owners have pivoted the way they do business to stay open during the pandemic; and

WHEREAS, 97% of Small Business Saturday® shoppers recognize the impact they can make by shopping small, 85% of them also encouraged friends and family to do so, too; and

WHEREAS, 56% of shoppers reported they shopped online with a small business on Small Business Saturday in 2020; and more than 50% of consumers who reported shopping small endorsed a local business on social media or shopped at a local business because of a social media recommendation; and

WHEREAS, Spotsylvania, Virginia supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

WHEREAS, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW THEREFORE BE IT RESOLVED, that the Spotsylvania Board of Supervisors does hereby proclaim, November 27, 2021, as ***SMALL BUSINESS SATURDAY*** and urges the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

(SEAL) A COPY TESTE: _____

Aimee R. Mann
Deputy Clerk to the Board of Supervisors

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	October 26, 2021
Title:	Approval of the Minutes of the October 12, 2021 Board of Supervisors Meeting
Type:	Action
Agenda Title:	Approval of the Minutes of the October 12, 2021 Board of Supervisors Meeting
Recommendation:	Approve the Minutes of the October 12, 2021 Board of Supervisors Meeting.
Summary:	The minutes are attached.
Staff Contacts:	Aimee Mann, Deputy Clerk to the Board

ATTACHMENTS:

File Name	Description	Type
Min_101221.doc	October 12, 2021 Minutes	Minutes

PRESENT:	Deborah H. Frazier, Salem 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
ABSENT:	Barry K. Jett, Livingston District
STAFF PRESENT:	Ed Petrovitch, County Administrator Mark L. Cole, Deputy County Administrator Karl Holsten, County Attorney Aimee R. Mann, Deputy Clerk

Chairman Marshall called the meeting to order at 4:30 p.m. Supervisor McLaughlin led the Pledge of Allegiance and Supervisor Ross gave the invocation.

APPROVAL OF AGENDA

On a motion by Supervisor Skinner and passed 6 to 0 with Vice Chairman Jett absent, the Board approved the agenda to include the addition of the following items:

- Appointment of Micah Cunningham to the Citizens Transportation Advisory Committee (Salem District)
- Appointment of Nolan Didonato to the Parks and Recreation Commission (Salem District)

VOTE:

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

PUBLIC COMMENT ON CONSENT AGENDA

None

Chairman Marshall made a motion to add the following to the public speaker guidelines:

The Board asks members of the public to conduct themselves civilly in their interactions with each other and to respect the time of the speaker who has the floor. Interruptions from those who

do not have the floor, including interruptions and noises that interfere with the speaker's ability to address the Board, and any actual threats or intimidation toward a speaker or a member of the public will not be tolerated by the Board and may lead to expulsion from the meeting.
The motion passed 6 to 0 with Vice Chairman Jett absent.

VOTE:

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

APPROVAL OF THE CONSENT AGENDA

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

On a motion by Chairman Marshall and passed 6 to 0 with Vice Chairman Jett absent, the Board approved the amended Consent Agenda as follows:

VOTE:

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

1. Approval of the Minutes of the September 28, 2021 Board of Supervisors Meeting;
2. Approval of Smart Scale Pre-Pre-Applications for FY-22 as follows:

VOTE:

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

RESOLUTION NO. 2021-126

A RESOLUTION SUPPORTING SMART SCALE PRE-PRE-APPLICATIONS FOR FY22

WHEREAS, Spotsylvania County Board of Supervisors herein by reference identify Five Local Pre-Pre-applications and seven regional FAMPO/GWRC pre-applications for consideration for application during the FY 22 Smart Scale Pre-Pre-application period, and

WHEREAS, the Transportation Committee has reviewed and recommends the following projects:

Five Local:

1. I-95/US Rte 1 Exit 126 SB Onramp Improvements (VA Required)
2. US Rte 1/Hood Drive/Mine Road Conventional Intersection Improvements (VA Required Alt. 1)
3. US Rte 1/Hood Drive/Mine Road NW Quadrant Intersection Improvements (VA Required Alt. 2)
4. Harrison Road Widening to 4 Lanes: Salem Church Rd to West of I-95 Bridge
5. Rte 2/17 Improvements: Shannon Airport to Benchmark Rd & East Coast Greenway Bike/Ped Improvements

Seven Regional Projects:

Five under FAMPO:

1. VCR Regional Bike/Ped Project: Rte 3 to Salem Church Rd
2. I-95 Widening to 8 lanes: Exit 130 to Exit 126
3. Rte 3 Operational Improvements: Andora Drive to I-95 West Ramps
4. US Rte 1 Operational Improvements: Lassen Lane to Idlewild Blvd
5. US Rte 1 Massaponax Corridor Study Improvements

Two under GWRC:

1. Lafayette Boulevard Roadway and Bike/Ped Improvements
2. Route 2/17 Improvements: Rte 3 Bypass to Spotsylvania County Line

WHEREAS, the Spotsylvania County Board of Supervisors herby support the five local and seven regional Pre-Pre-application projects for the Smart Scale Program for FY22, and

NOW, THEREFORE, BE IT RESOLVED, this Board endorses the Five Local and Seven Regional applications for consideration in the FY 22 Smart Scale Pre-Pre-application period, and

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Transportation Committee.

3. Approval of Special Entertainment Event Permit – 2021 Live from the Backyard 10/23/21 (Berkeley District);
4. Appointment of Bonnie Jewell as Representative to the Northern Virginia Cigarette Tax Board;
5. Grant Application Request and Designation of Authorized Organizations Representatives for the FY 2022 Edward Byrne Justice Assistance Grant Program for Physicals for Sworn Law Enforcement Personnel as follows:

VOTE:

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

RESOLUTION NO. 2021-127

Approving Grant Application Request and Designation of Authorized Organizational Representatives for the FY 2022 Edward Byrne Justice Assistance Grant Program for Physicals for Sworn Law Enforcement Personnel

WHEREAS, the Spotsylvania County Sheriff's Office wishes to apply for a federal pass through grant from the Virginia Department of Criminal Justice Services in the amount of $25,000 for one-time comprehensive physicals for all sworn law enforcement personnel in the Patrol Division; and

WHEREAS, the Sheriff's Office will provide the local match and additional funds in the amount of $41,000 to fully fund the proposed project costs.

NOW, THEREFORE, BE IT RESOLVED by the Spotsylvania County Board of Supervisors, that the grant application request is approved and has the support of the Spotsylvania County Board of Supervisors; and

BE IT FURTHER RESOLVED by the Spotsylvania County Board of Supervisors that the following individuals are hereby designated as authorized agents any of whom may act in the execution and administration of the grant award agreement: Edward Petrovitch, County Administrator; Mark Cole, Deputy County Administrator; Bonnie Jewell, Assistant County Administrator/Chief Financial Officer; and Annette D'Alessandro, Grants Manager.

6. Recommendation for the 2022 Board of Equalization (BOE);
7. Shift of Sheriff's Office Insurance Reimbursement to Capital Projects for Vehicle Replacements as follows:

VOTE:

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

RESOLUTION NO. 2021-128

BE IT RESOLVED by the Board of Supervisors of the County of Spotsylvania, Virginia, that the following appropriations be, and the same hereby are, made for the fiscal year beginning July 1, 2021, from the funds and for the functions or purposes indicated.

For purchase of a new patrol vehicle to be partially funded with insurance reimbursement funds, to be expended only by order of the Board of Supervisors as follows:

CAPITAL PROJECTS FUND: $23,115

8. Appointment of Micah Cunningham to the Citizens Transportation Advisory Committee (Salem District);
9. Appointment of Nolan Didonato to the Parks and Recreation Commission (Salem District);
10. Senator Bryce Reeve's Presentation of Senate Joint Resolution No. 295 Commending Spotsylvania County on its 300th Anniversary;
11. Proclamation Recognizing October 2021 as Domestic Violence Awareness Month as follows:

VOTE:

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

PROCLAMATION

Recognizing October 2021 as Domestic Violence Awareness Month

WHEREAS, in 2020, in the state of Virginia, during COVID-19, a world-wide pandemic, nearly 70,252 survivors received hotline services, 25,061 adults and 6,406 children of domestic violence received advocacy services and 5,762 adults and children received shelter services culminating in 216,968 nights of shelter provided; and

WHEREAS, 1 in 4 women and 1 in 7 men have been victims of severe physical violence (e.g. beating, burning, strangling) by an intimate partner in their lifetime; and

WHEREAS, 1 in 15 children are exposed to intimate partner violence each year, and 90% of these children are eyewitnesses to this violence. Children exposed are more likely to attempt suicide, abuse drugs and alcohol, run away from home, engage in teenage prostitution, and commit sexual assault crimes; and

WHEREAS, victims of intimate partner violence lose a total of 8.0 million days of paid work each year; and

WHEREAS, the cost of intimate partner violence exceeds $8.3 billion per year.[6]

WHEREAS, racism, homophobia, transphobia, ageism and discrimination based on physical ability, nationality or other factors help to perpetuate domestic violence and make finding safety even more difficult for some victims; and

WHEREAS, Spotsylvania County joins with others across Virginia and the nation in supporting victims of domestic violence, as well as local programs, state coalitions, national organizations, and other agencies nationwide who are committed to increasing public awareness of domestic violence and sending a clear message to abusers that domestic violence is not tolerated in Spotsylvania County; and

WHEREAS, domestic violence impacts 10 million people each year, but it can be prevented. Preventing domestic violence requires the collective voice and power of individuals, families, institutions, and systems –to transform our communities; and

WHEREAS, during the month of October, in the County of Spotsylvania, EmpowerHouse, Spotsylvania Commonwealth's Attorney Office, Victim Witness Program Office, Spotsylvania Sheriff's Office, victim-serving organizations, system-partners, community organizations and allies come together to unify and support those working to end violence, support survivors, raise community awareness of the devastating effects of domestic violence, honor and support those that have survived, and mourn those we have lost;

NOW, THEREFORE BE IT RESOLVED that the Spotsylvania Board of Supervisors does hereby proclaim October as Domestic Violence Awareness Month.

PUBLIC PRESENTATIONS

Empower House, Harold Brooks, Dawn Napper, and Carlos Moore addressed the Board during public presentations.

BOARD OF SUPERVISORS REPORTS

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

VDOT REPORT

Kyle Bates, resident engineer, reviewed the October VDOT Report presented to the Board.

CLOSED MEETING

On a motion by Supervisor Skinner and passed 6 to 0 with Vice Chairman Jett absent, the Board adopted a resolution to adjourn into closed meeting as follows:

VOTE:

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

RESOLUTION NO. 2021-129

To Adjourn into a Closed Meeting

WHEREAS, the Spotsylvania County Board of Supervisors desires to adjourn into Closed Meeting for discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community, specifically, a recreational and entertainment business; 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 a national opioid settlement, appropriation of funds, and matters related to the Virginia Freedom of Information Act; and

WHEREAS, pursuant to Va. Code Ann. § 2.2-3711(A)(5) and (8), 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	6	Frazier, Marshall, McLaughlin Ross, Skinner, Yakabouski
Nays:	0	
Absent:	1	Jett
Abstain	0	

RESOLUTION NO. 2021-130

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 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 meeting 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 Virginia Freedom of Information Act and identified in the motion to convene into Closed Meeting were heard, discussed or considered in the Closed Meeting.

PUBLIC PRESENTATIONS

Wanua Casuan addressed the Board during public presentations.

PUBLIC HEARINGS

CPA17-0002 Spotsylvania County Planning Commission – draft 2021 Comprehensive Plan Update

Jacob Pastwik presented.

Chairman Marshall declared the public hearing opened.

The following citizen spoke with concerns or in opposition: David Mackalhene.

Chairman Marshall closed the public hearing.

On a motion by Supervisor McLaughlin and passed 6 to 0 with Vice Chairman Jett absent, the Board tabled CPA17-0002 to the Board meeting in December.

VOTE:

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

NEW BUSINESS

Supervisor McLaughlin requested a breakdown by approved mixed use plan to include had been built.

ADJOURNMENT

On a motion by Chairman Marshall and passed 6 to 0 with Vice Chairman Jett absent, the Board adjourned its meeting at 8:09 p.m.

VOTE:

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

Aimee R. Mann
Deputy Clerk to the Board of Supervisors

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	October 26, 2021
Title:	Acceptance of the Water Quality Improvement Fund Grant Award for Thornburg Wastewater Treatment Plant Expansion
Type:	Action, Resolution, Appropriation
Agenda Title:	Acceptance of the Water Quality Improvement Fund Grant Award for Thornburg Wastewater Treatment Plant Expansion
Recommendation:	Staff recommends that the Board accepts the award and approves the attached budget adjustment, appropriation, and resolution pending the outcome of the required public comment period.
Summary:	Spotsylvania County submitted a grant application to the Department of Environmental Quality (DEQ) for the Water Quality Improvement Fund (WQIF) for components of the Thornburg Wastewater Treatment Plant (WWTP) expansion project. The application was submitted in September 2020 requesting funding for Enhanced Nutrient Removal (ENR) technology to be installed at the Thornburg WWTP. The County has been notified of award of the grant by DEQ. Through this grant funded project, the existing Thornburg WWTP will be upgraded and expanded with ENR technology capable of achieving annual average effluent levels for nitrogen of 4.0 mg/l and phosphorus at 0.3 mg/l. The total project costs for the grant eligible portions of the plant expansion project are estimated at $14,415,687 with the grant providing up to $2,984,047. The grant operates under a reimbursement basis. It is important to note that the funds allocated to the WQIF are subject to appropriation by the General Assembly and that at times there may be insufficient balances in the Fund to permit prompt disbursement of funds owed to the County. The grant will terminate 20 years after the agreement has been fully executed. Beginning with the first full calendar year of operation of the project,

	Utilities must provide DEQ with the annual average concentration levels for total nitrogen and phosphorus. The award provides for monetary assessments for a breach in the terms and conditions of the agreement. Monetary assessments may be incurred for exceeding the agreed upon annual average effluent levels for nitrogen and/or phosphorus or if the Thornburg WWTP is not operated and maintained in a manner consistent with the DEQ Approved Operation and Maintenance Manual. Grant agreements will be available for public review and comment for a period of no less than 30 days prior to execution. DEQ is currently advertising the draft WQIF grant agreement on its website for public comment.
Committee/Commission Summary:	Finance Committee
Review Date:	Sept. Mtg. was Canceled
Financial Impact:	Please see the attached budget adjustment. The existing budget approved and appropriated for this project assumes WQIF grant funding in the amount of $2,000,000. The attached budget adjustment adds $984,047 to get to the total $2,984,047 approved for this project.
Staff Contacts:	Ben Loveday, Assistant County Administrator, Community Operations Julia Monat, Deputy Director, Utilities/Public Works Annette D'Alessandro, Grants Manager
Legal Counsel:	William Moore, Sr. Assistant County Attorney and AquaLaw
Additional Background/Other Considerations:	N/A
Consequence of Denial/Inaction:	The ENR upgrade and capacity expansion will allow the County to respond to increasing wastewater processing demands while complying with the Water Quality Management Planning Regulations adopted by the State Water Control Board. Denial of the Virginia WQIF Point Source Grant and Operation and Maintenance Agreement will result in the County paying for the entire costs associated with installing ENR technology at the Thornburg WWTP.

ATTACHMENTS:

File Name	Description	Type
WQIF_Grant_-_Thornburg_WWTP_-_Operation_and_Maintenance_Agreement.pdf	WQIF Grant - Thornburg WWTP - Point Source Grant and Operation and Maintenance Agreement	Agreement

WQIF_Grant_-_Thornburg_WWTP_-_Budget_Adjustment.docx	WQIF Grant - Thornburg WWTP - Budget Adjustment	Budget Amendment
WQIF_Grant_-_Thornburg_WWTP_-_Appropriation_Resolution.docx	WQIF Grant - Thornburg WWTP - Appropriation Resolution	Resolution

VIRGINIA WATER QUALITY IMPROVEMENT FUND
POINT SOURCE GRANT AND
OPERATION AND MAINTENANCE AGREEMENT
Contract #440-S-20-02

THIS AGREEMENT is made as of this ___ day of _____, 2021, by and between the Director of the Virginia Department of Environmental Quality in his official capacity, or his designee (the "Director"), and the County of Spotsylvania (the "Grantee").

Pursuant to the Virginia Water Quality Improvement Act of 1997, Chapter 21.1, Title 10.1 of the Code of Virginia (1950), as amended (the "Act"), the General Assembly created the Virginia Water Quality Improvement Fund (the "Fund"). The Director, in coordination with the Director of the Department of Conservation and Recreation, is authorized by the Act to make Water Quality Improvement grants related to point source pollution control, in accordance with guidelines established pursuant to Section 10.1-2129 of the Code, and enter into agreements with grantees under the Act which shall, in accordance with Sections 10.1-2130 and 10.1-2131, provide for the payment of the total amount of the grant and require proper long-term operation, monitoring and maintenance of funded projects.

The Grantee has been approved by the Director to receive a Grant from the Fund subject to the terms and conditions herein to finance forty-five percent (45%) of the cost of the Eligible Project, which consists of the design and installation of Nutrient Removal Technology as described herein. The Grantee will use the Grant to finance that portion of the Eligible Project Costs not being paid for from other sources as set forth in the Total Project Budget in Exhibit B to this Agreement. Such other sources may include, but are not limited to, the Virginia Water Facilities Revolving Fund, Chapter 22, Title 62.1 of the Code of Virginia (1950), as amended.

As required by the Act, this Agreement provides for payment of the Grant, design and construction of the Project, and proper long-term operation, monitoring, and maintenance of the Project. This Agreement is supplemental to the State Water Control Law, Chapter 3.1, Title 62.1 of the Code of Virginia (1950), as amended, and it does not limit in any way the other water quality restoration, protection and enhancement, or enforcement authority of the Director, the State Water Control Board (the "Board") or the Department of Environmental Quality (the "Department").

ARTICLE I
DEFINITIONS

1. The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise and any capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Act:

(a) "Agreement" means this Virginia Water Quality Improvement Fund Point Source Grant and Operation and Maintenance Agreement between the Director and the Grantee, together with any amendments or supplements hereto.

(b) "Authorized Representative" means any member, official or employee of the Grantee authorized by resolution, ordinance or other official act of the governing body of the Grantee to perform the act or sign the document in question.

(c) "Eligible Project" means the particular Nutrient Removal Technology described in Exhibit A to this Agreement to be designed and constructed by the Grantee with, among other monies, the Grant, with such changes thereto as may be approved in writing by the Director and the Grantee.

(d) "Eligible Project Costs" means costs of the individual items comprising the Eligible Project as permitted by the Act with such changes thereto as may be approved in writing by the Director and the Grantee.

(e) "Extraordinary Conditions" means unforeseeable or exceptional conditions resulting from causes beyond the reasonable control of the Grantee such as, but not limited to fires, strikes, acts of God, and acts of third parties that singly or in combination cause material breach of this Agreement.

(f) "Facility" means all plants, systems, unit processes, equipment or property related to the Project, and owned, operated, or maintained by the Grantee and used in connection with the treatment of wastewater.

(g) "Grant" means the particular grant described in Section 4.0 of this Agreement, with such changes thereto as may be approved in writing by the Director and the Grantee.

(h) "Monetary Assessment" means a contractual or stipulated penalty as described in Section 10.1-2130 of the Code.

(i) "Nutrient Removal Technology" means state-of-the-art nutrient removal technology, biological nutrient removal technology, or other nutrient removal technology, as further described in Section 10.1-2117 of the Code.

(j) "Preliminary Engineering Proposal" means the engineering report and preliminary plans for the Project as described in 9 VAC 25-790-110, as modified by the final engineering design approved by the Department.

(k) "Total Eligible Project Budget" means the sum of the Eligible Project Costs as set forth in Exhibit B to this Agreement, with such changes thereto as may be approved in writing by the Director and the Grantee.

(l) "Total Project Budget" means the sum of the Eligible Project Costs and any ineligible costs that are solely the responsibility of the Grantee, as set forth in Exhibit B to this Agreement, with such changes thereto as may be approved in writing by the Director and the Grantee.

(m) "Project Engineer" means the Grantee's engineer who must be a licensed professional engineer registered to do business in Virginia and designated by the Grantee as the Grantee's engineer for the Project in a written notice to the Department.

(n) "Project Schedule" means the schedule for the Project as set forth in Exhibit C to this Agreement, with such changes thereto as may be approved in writing by the Director and the Grantee.

ARTICLE II
SCOPE OF PROJECT

2. The Grantee will cause the Project to be designed, constructed and placed in operation as described in Exhibit A to this Agreement to meet effluent concentration limitations of 4.0 mg/l for total nitrogen, and 0.30 mg/l for total phosphorus, both on an annual average basis.

ARTICLE III
SCHEDULE

3. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation in accordance with the Project Schedule in Exhibit C to this Agreement.

ARTICLE IV
COMPENSATION

4.0. Grant Amount. The total grant award from the Fund under this Agreement is $2,984,047 and represents the Commonwealth's forty-five percent (45%) share of the Total Eligible Project Budget. Any material changes made to the Eligible Project after execution of this Agreement, which alters the Total Eligible Project Budget, will be submitted to the Department for review of grant eligibility. The amount of the grant award set forth herein may be modified from time to time by agreement of the parties to reflect changes to the Eligible Project or the Total Eligible Project Budget.

4.1. Payment of Grant. Payment of the Grant is subject to the availability of monies in the Fund allocated to point source pollution control and Section 4.4 herein. Disbursement of the Grant will be in accordance with the payment provisions set forth in Section 4.2 herein and the eligibility determinations made in the Total Project Budget (Exhibit B).

4.2. Disbursement of Grant Funds. The Department will disburse the Grant to the Grantee not more frequently than once each calendar month upon receipt by the Department of the following:

(a) A requisition for approval by the Department, signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices or other evidence that costs in the Total Project Budget, including the applicable local share for the portion of the project covered by such requisition, have been incurred or expended and all other information called for by, and otherwise being in the form of, Exhibit D to this Agreement.

(b) If any requisition includes an item for payment for labor or to contractors, builders or material men, a certificate, signed by the Project Engineer, stating that such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the construction of the Eligible Project.

Upon receipt of each such requisition and accompanying certificate(s) and schedule(s), the Director shall request the Comptroller to issue a warrant directing the State Treasurer to disburse the Grant to the Grantee in accordance with such requisition to the extent approved by the Department.

Except as may otherwise be approved by the Department, disbursements shall be held at ninety-five percent (95%) of the total grant amount to ensure satisfactory completion of the Eligible Project. Upon receipt from the Grantee of the certificate specified in Section 4.5 and a final requisition detailing all retainage to which the Grantee is then entitled, the Director, subject to the provisions of this section and Section 4.3 herein, shall request the Comptroller to issue a warrant directing the State Treasurer to disburse to the Grantee the final payment from the Grant.

4.3 Application of Grant Funds. The Grantee agrees to apply the Grant solely and exclusively to the reimbursement of Eligible Project Costs.

4.4. Availability of Funds. The Director and Grantee recognize that the availability of monies in the Fund allocated to point source pollution control is subject to appropriation by the General Assembly and allocations made by the Secretary of Natural Resources, and that at times there may not be sufficient monies in the Fund to permit prompt disbursement of grant funds due and owing the Grantee pursuant to this Agreement. To minimize the potential for such disruption in disbursements of grant funds and in satisfaction of its obligations under the Act, the Department covenants and agrees to (1) manage the allocation of grants from the Fund to ensure full funding of executed grant agreements, (2) forecast the estimated disbursements from the Fund in satisfaction of approved grants and make this forecast publicly available each year for use in the Commonwealth's budgetary process, and (3) promptly disburse to the Grantee any grant funds due and owing the Grantee pursuant to this Agreement when sufficient monies are available in the Fund to make such disbursements. The Department may determine that monies are not sufficient to promptly disburse grant funds when there are competing grant requests. To assist the Department in forecasting estimated disbursements, prior to September 30 of each year the Grantee will provide the Department with a written estimate of its projected expenditures on the Project during the next fiscal year using the same line item cost categories in the Project Budget.

4.5. Agreement to Complete Project. The Grantee agrees to cause the Project to be designed and constructed, as described in Exhibit A to this Agreement, and in accordance with (i) the schedule in Exhibit C to this Agreement and (ii) plans and specifications prepared by the Project Engineer and approved by the Department.

4.6 Notice of Substantial Completion. When the Project has been completed, the Grantee shall promptly deliver to the Department a certificate signed by the Authorized Representative and by the Project Engineer stating (i) that the Project has been completed substantially in accordance with the approved plans and specifications and addenda thereto, and in substantial compliance with all material applicable laws, ordinances, rules, and regulations; (ii) the date of such completion; (iii) that all certificates of occupancy and operation necessary for start-up for the Project have been issued or obtained; and (iv) the amount, if any, to be released for payment of the final Project Costs.

ARTICLE V
PERFORMANCE

5.0 The Grantee's Facility shall meet a total nitrogen effluent concentration limitation of 4.0 mg/l, and a total phosphorus effluent concentration limitation of 0.30 mg/l, both on an annual average basis, except as provided in paragraph 5.1 and Article VIII of this Agreement.

5.1 If, pursuant to Section 10.1-1187.6 of the Code, the State Water Control Board approves an alternative compliance method to technology-based concentration limitations in Virginia Pollutant Discharge Elimination System permits, the concentration limitations in Section 5.0 above shall be suspended subject to the terms of such approval. The terms of approval shall include requirements for operation of the installed Nutrient Removal Technology at the treatment levels for which it was designed.

ARTICLE VI
OPERATION AND MAINTENANCE

6.0 No later than ninety (90) days after issuance of a Certificate to Operate for the Project, the Grantee shall submit to the Department, for review and approval, an operation and maintenance manual for the Project. As required by the Grantee's VPDES permit, the Facility shall be operated and maintained in a manner consistent with the operation and maintenance manual as approved by the Department.

ARTICLE VII
MONITORING AND REPORTING

7.0. Monitoring. The Grantee shall monitor compliance with the numerical concentrations in Article V of this Agreement. Monitoring will be conducted at the final effluent from the facility and immediately prior to discharge. Sampling frequency and type shall be in accordance with VPDES permit requirements. In the absence of total nitrogen or total phosphorus VPDES permit monitoring requirements, monitoring shall consist of a sample type and collection frequency as specified in the Chesapeake Bay General Watershed Permit Regulation (9 VAC 25-820-70.Part 1.E.). Each sample will be analyzed for total nitrogen and total phosphorus using EPA-approved test methods and reported to the Department.

7.1. Reporting. Beginning with the Project's first full calendar year of operation and each year thereafter, the Grantee will calculate the annual average concentration for total nitrogen and total phosphorus for the calendar year just ended by dividing the sum of the monthly average concentrations by twelve, and submit the results to the Department using the form attached as Exhibit E to this Agreement on or before February 1 of each year. Data excluded from the average based on the occurrence of extraordinary conditions will be identified in the report.

ARTICLE VIII
MATERIAL BREACH

8.0. Material Breach. Any failure or omission by the Grantee to perform its obligations under this Agreement, unless excused by the Department, is a material breach.

8.1. Notice of Material Breach. If at any time the Grantee determines that it is unable to perform its obligations under this Agreement, the Grantee shall promptly provide written notification to the Department. This notification shall include a statement of the reasons it is unable to perform, any actions to be taken to secure future performance and an estimate of the time necessary to do so.

8.2. Monetary Assessments for Breach. In no event shall total Monetary Assessments pursuant to this Agreement exceed (i) $239,321 annually or (ii) $4,786,420 during the life of this Agreement. Monetary Assessments will be paid into the State Treasury and credited to the Fund. The Director's right to collect Monetary Assessments does not affect in any way the Director's right to secure specific performance of this Agreement using such other legal remedies as may otherwise be available. Within 90 days of receipt of written demand from the Director, the Grantee shall pay the following Monetary Assessments for the corresponding material breaches of this Agreement unless the Grantee asserts a defense pursuant to the requirements of Section 8.3 herein.

(a) Beginning with the Project's first full calendar year of operation following issuance of a Certificate to Operate for the Project, for exceedance of one or both of the numerical concentration limitations applicable under Article V of this Agreement, except where the exceedance is no greater than 0.8 mg/L for total nitrogen or no more than 10%, whichever is greater, or no greater than 0.1 mg/L for total phosphorus or no more than 10%, whichever is greater, an assessment calculated as follows:

(i) For noncompliance with the total nitrogen effluent limitation in Article V, an assessment calculated using the formula in Exhibit F to this Agreement for each one-tenth of a milligram per liter of total nitrogen in excess of the limitation in Article V.

(ii) For noncompliance with the total phosphorus effluent limitation in Article V, an assessment calculated using the formula in Exhibit F to this Agreement for each one-tenth of a milligram per liter of total phosphorus in excess of the limitation in Article V.

(b) For noncompliance with any deadline in Exhibit C to this Agreement, Article VII of this Agreement, or the failure to submit the operations and maintenance manual in accordance with Article VI of this Agreement, an assessment in the amount of $500 per day for the first 10 days of noncompliance, and $1,000 for each day of noncompliance thereafter. Noncompliance with interim deadlines shall be excused where the Grantee complies with the final deadline in Exhibit C to this Agreement.

(c) For noncompliance with the obligation to operate and maintain the Project in a manner consistent with the manual pursuant to Article VI of this Agreement, an assessment in the amount of $1,000 for each day of noncompliance.

8.3 Extraordinary Conditions.

(a) The Grantee may assert and it shall be a defense to any action by the Director to collect a Monetary Assessment or otherwise secure performance of this Agreement that the alleged non-performance was due to Extraordinary Conditions, provided that the Grantee:

(1) takes reasonable measures to effect a cure or to minimize any non-performance with the Agreement, and

(2) provides written notification to the Department of the occurrence of Extraordinary Conditions, together with an explanation of the events or circumstances contributing to such Extraordinary Conditions, no later than 5 days after the discovery of the Extraordinary Conditions and the resulting impacts on performance.

(b) If the Department disagrees that the events or circumstances described by the Grantee constitute Extraordinary Conditions, the Department must provide the Grantee with a written objection within sixty (60) days of Grantee's notice under paragraph 8.3(a)(2), together with an explanation of the basis for its objection.

8.4 Resolution and Remedy. If no resolution is reached by the parties, the Director or Department may immediately pursue any remedy available at law or equity. In any such action, the Grantee shall have the burden of proving that the alleged noncompliance was due to Extraordinary Conditions. In addition to any other remedy that may be available to the Director or the Department, the Director or Department may bring an action in the Circuit Court of the City of Richmond to enforce this Agreement by injunction or mandamus or stipulated penalties or to recover part or all of the grant funds. No such remedy of the Director or Department shall be deemed to be exclusive or to stop any other such remedy or the bringing of an action to enforce this Agreement. The Grantee agrees to venue to any such action in the Circuit Court of the City of Richmond, either north or south of the James River in the option of the Director. The Grantee further agrees that, in light of the public purpose of nutrient removal, any failure of the Grantee to perform its duties under this Agreement and any failure of the Project to meet the requirements of this Agreement or the requirements of any permit that may be issued by the Board regarding the Project constitutes irreparable harm to the Commonwealth for which the Director or Department lacks an adequate remedy at law.

ARTICLE IX
GENERAL PROVISIONS

9.0. Effect of the Agreement on Virginia Pollutant Discharge Elimination System (VPDES) Permit. This Agreement shall not be deemed to relieve the Grantee of its obligations to comply with the terms of its VPDES permit issued by the Board.

9.1. Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the covenants contained herein.

9.2. Non-Waiver. No waiver by the Director of any one or more defaults by the Grantee in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults of whatever character.

9.3. Integration and Modification. This Agreement constitutes the entire Agreement between the Grantee and the Director. No alteration, amendment or modification of the provisions of this Agreement shall be effective unless reduced to writing, signed by both the parties and attached hereto. The Department and the Grantee shall confer within six months after each reissuance of the Grantee's VPDES permit for the purpose of determining whether this Agreement should be modified or terminated. This Agreement may be modified by agreement of the parties for any purpose, provided that any significant modification to this Agreement must be preceded by public notice of such modification.

9.4. Collateral Agreements. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements which are made a part of this Agreement by reference, the provisions of this Agreement shall control.

9.5. Non-Discrimination. In the performance of this Agreement, the Grantee warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin or other non-job related factors. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

9.6. Conflict of Interest. The Grantee warrants that it has fully complied with the Virginia Conflict of Interest Act as it may apply to this Agreement.

9.7. Applicable Laws. This Agreement shall be governed in all respects whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia. The Grantee further agrees to comply with all laws and regulations applicable to the Grantee's performance of its obligations pursuant to this Agreement.

9.8. Records Availability. The Grantee agrees to maintain complete and accurate books and records of the Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for three (3) years after final payment. The Department, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period. Additionally, the Department and/or its representatives will have the right to access work sites during normal business hours, after reasonable notice to the Grantee, for the purpose of ensuring that the provisions of this Agreement are properly carried out.

9.9. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

9.10. Notices. All notices given hereunder shall be in writing and shall be sent by United States certified mail, return receipt requested, postage prepaid, and shall be deemed to have been received at the earliest of: (a) the date of actual receipt of such notice by the addressee, (b) the date of the actual delivery of the notice to the address of the addressee set forth below, or (c) five (5) days after the sender deposits it in the mail properly addressed. All notices required or permitted to be served upon either party hereunder shall be directed to:

Department: Virginia Department of Environmental Quality
CWFAP
P.O. Box 1105
Richmond, VA 23218
Attn: WQIF Program Manager

Grantee: County of Spotsylvania
5225 Mudd Tavern Road
Woodford, VA 22580
Attn: Julia Monat

9.11. Successors and Assigns Bound. This Agreement shall extend to and be binding upon the parties hereto, and their respective legal representatives, successors and assigns.

9.12. Exhibits. All exhibits to this Agreement are incorporated herein by reference.

9.13. Termination. This Agreement shall terminate 20 years after the Agreement is executed by both parties or by an earlier date by agreement of the parties; provided, however, that except for termination for cause due to Material Breach, the Director's obligation under Section 4.1 herein to pay the Grant amount shall survive termination if such amount has not been paid in full as of the termination date.

ARTICLE X
COUNTERPARTS

10. This Agreement may be executed in any number of Counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

ARTICLE XI
NUTRIENT CREDITS TO BE MADE AVAILABLE FOR EXCHANGE

11. To aid in implementing the Nutrient Credit Exchange Program, the Grantee shall make all Point Source Nitrogen and Phosphorus Credits generated in a calendar year available for nutrient allocation compliance. "Point Source Nitrogen Credit" and "Point Source Phosphorus Credit" shall have the meaning as defined in Virginia Code §62.1-44.19:13. The amount of Credits and facilities authorized to generate Credits shall be governed by the Watershed General Permit Regulation for Total Nitrogen and Total Phosphorus Discharges and Nutrient Trading (9 VAC 25-820). The Department shall control Credits not otherwise used by the Grantee for waste load allocations or compliance purposes and will make such Credits reasonably available to other dischargers for nutrient allocation compliance through the Water Quality Improvement Fund. For purposes of this Agreement, "used by the Grantee" shall include any use whereby the Credits are applied to any compliance obligation of the Grantee, included within an individual compliance plan or basin-level compliance plan of the Virginia Nutrient Credit Exchange Association, or traded to and used by the owner or operator of another facility for nutrient allocation compliance.

WITNESS the following signatures, all duly authorized.

DIRECTOR OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY

By: _____

Date: _____

GRANTEE'S AUTHORIZED REPRESENTATIVE

By: _____

Date: _____

APPROVED AS TO FORM:

_____

Sr. Assistant COUNTY ATTORNEY

EXHIBIT A
PROJECT DESCRIPTION

Grantee: County of Spotsylvania
Grant: #440-S-20-02

The County of Spotsylvania proposes to replace the existing Thornburg Wastewater Treatment Plant with an expanded plant with Enhanced Nutrient Removal (ENR) technology. This undertaking includes the construction and installation of a headworks, Plug Flow Activated Sludge (PFAS) Biological Treatment, Membrane BioReactor (MBR) equipment, an aeration system, UV Disinfection, Membrane Thickening Sludge Storage & Sludge Dewatering equipment, and chemical feed, along with associated site work, appurtenances, preliminary engineering, and design work.

EXHIBIT B
TOTAL PROJECT BUDGET

Grantee: County of Spotsylvania
Grant: #440-S-20-02

The following budget reflects the "as-bid" costs associated with eligible project components.

Project Component	Total Cost	Percent Eligible (%)	Eligible Project Cost
Headworks (excluding Fine Screens and Installation)	$1,231,155	0%	$0
Fine Screens	$1,504,745	46%	$690,678
PFAS Biological Treatment	$4,917,500	50%	$2,458,750
MBR Equipment	$4,906,800	46%	$2,252,221
Aeration System	$1,290,400	50%	$645,200
UV Disinfection	$900,100	0%	$0
Membrane Thickening/Sludge Storage & Sludge Dewatering	$3,394,900	40%	$1,357,960
Chemical Feed	$2,705,300	100%	$2,705,300
Construction Subtotal	**$20,850,900**	**48.49%**	**$10,110,109**
NPW (Utility Water System)	$351,814	48.49%	$170,586
Admin, Control, Lab	$829,900	48.49%	$402,399
Site Work	$2,555,400	48.49%	$1,239,053
Construction Contingency	$1,229,401	48.49%	$596,108
Total Construction	**$25,817,415**	**48.49%**	**12,518,255**
Membrane Filtration Systems Procurement	$1,320,300	48.49%	$640,182
MBR Pre Purchase Contingency	$66,015	48.49%	$32,009
Prelim Engineering Report	$99,421	48.49%	$48,207
Design and Bid Services for MBR	$973,269	48.49%	$471,915
Bidding Assistance for GC Contract	$65,632	48.49%	$31,823
Construction Management/Inspection	$1,388,593	48.49%	$673,296
Total Project Cost =	**$29,730,645**	**48.49%**	**$14,415,687**
		Grant Percentage	45%
		Proration Based on "Reasonable and Necessary" Flow	46%
		Grant Amount	**$2,984,047**

EXHIBIT C
PROJECT SCHEDULE

Grantee: County of Spotsylvania
Grant: #440-S-20-02

The Grantee has proposed the following schedule of key activities/milestones as a planning tool which may be subject to change. In particular, the Grantee acknowledges that the appropriate approval (Certificate to Construct) must be issued by the Department prior to proceeding with construction. Unless authorized by a grant modification, it is the responsibility of the Grantee to adhere to the anticipated schedule for the project as follows:

Activity	Date/Duration
a. Commence Construction	November 2020
b. Certificate to Operate	December 2023

EXHIBIT D
REQUISITION FOR REIMBURSEMENT
(To be on Grantee's Letterhead)

Department of Environmental Quality
Clean Water Financing and Assistance Program
P.O. Box 1105
Richmond, VA 23218
Attn.: WQIF Program Manager

RE: **Virginia Water Quality Improvement Fund Grant**
County of Spotsylvania WQIF Contract #440-S-20-02

Dear Program Manager:

This requisition, Number ____, is submitted in connection with the referenced Grant Agreement between the Director of the Virginia Department of Environmental Quality and County of Spotsylvania (The County). The effective date of the grant agreement is [insert date of grant agreement].

Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Grant Agreement. The undersigned Authorized Representative of the Grantee hereby requests disbursement of grant proceeds under the Grant Agreement in the amount of $_____ for the purposes of payment of the Eligible Project Costs as set forth on Schedule I attached hereto.

Copies of invoices relating to the items for which payment is requested are attached.

The undersigned certifies that the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Grantee for the payment of Eligible Project Costs.

This requisition includes (if applicable) an accompanying Certificate of the Project Engineer as to the performance of the work.

Sincerely,

_____
(Authorized Representative of the Grantee)

Attachments

SCHEDULE 1
VIRGINIA WATER QUALITY IMPROVEMENT FUND
FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT

REQUISITION # _____
Grantee: County of Spotsylvania
Grant: #440-S-20-02

CERTIFYING SIGNATURE: _____

TITLE: _____

Cost Category	Total Project Budget	Eligible Project Cost	20.7% WQIF Grant Share (45% x 46%)	Total Expenditures This Period	Previous Grant Disbursements	Grant Disbursement This Period	Grant Balance
		48.49%	20.7%				
Construction	$ 24,588,014	$11,922,147	$2,467,884	$0.00	$0.00	$0.00	$2,467,884
		48.49%	20.7%	$0.00	$0.00	$0.00	
Construction Contingency (5%)	$1,229,401	$596,108	$123,394				$123,394
		48.49%	20.7%	$0.00	$0.00	$0.00	
Engineering Services	$1,138,322	$551,945	$114,253				$114,253
		48.49%	20.7%	$0.00	$0.00	$0.00	
Construction Management/Inspection	$1,388,593	$673,296	$139,372				$139,372
		48.49%	20.7%	$0.00	$0.00	$0.00	
Equipment Procurement	$1,320,300	$640,182	$132,518				$132,518
		48.49%	20.7%	$0.00	$0.00	$0.00	
Equipment Procurement Contingency	$66,015	$32,009	$6,626				$6,626
TOTALS:	$29,730,645	$14,415,687	$2,984,047	$0.00	$0.00	$0.00	$2,984,047

Total Grant Amount:	$2,984,047
Previous Grant Disbursements:	$0.00
This Grant Request:	$0.00
Total Grant Requested to Date:	$0.00
Grant Proceeds Remaining:	$2,984,047

CERTIFICATE OF THE PROJECT ENGINEER
FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT

Grantee: County of Spotsylvania
Grant: #440-S-20-02

This Certificate is submitted in connection with Requisition Number _____, dated _____, 20__, submitted by the County of Spotsylvania (the "Grantee") to the Virginia Department of Environmental Quality. Capitalized terms used herein shall have the same meanings set forth in Article I of the Grant Agreement referred to in the Requisition.

The undersigned Project Engineer for _____ hereby certifies that insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or material men, such work was actually performed or such materials, supplies, or equipment were actually furnished to or installed in the Project.

_____
(Project Engineer)

_____
(Date)

EXHIBIT E
REPORTING OF ANALYTICAL RESULTS

Grantee: County of Spotsylvania
Grant: #440-S-20-02
Year: _____

MONTH	PARAMETER	CONCENTRATION (monthly average)	UNITS	FREQUENCY OF ANALYSIS	SAMPLE TYPE
January	Total Nitrogen		mg/l		
	Total Phosphorus		mg/l		
February	Total Nitrogen		mg/l		
	Total Phosphorus		mg/l		
March	Total Nitrogen		mg/l		
	Total Phosphorus		mg/l		
April	Total Nitrogen		mg/l		
	Total Phosphorus		mg/l		
May	Total Nitrogen		mg/l		
	Total Phosphorus		mg/l		
June	Total Nitrogen		mg/l		
	Total Phosphorus		mg/l		
July	Total Nitrogen		mg/l		
	Total Phosphorus		mg/l		
August	Total Nitrogen		mg/l		
	Total Phosphorus		mg/l		
September	Total Nitrogen		mg/l		
	Total Phosphorus		mg/l		
October	Total Nitrogen		mg/l		
	Total Phosphorus		mg/l		
November	Total Nitrogen		mg/l		
	Total Phosphorus		mg/l		
December	Total Nitrogen		mg/l		
	Total Phosphorus		mg/l		
Annual Average	**Total Nitrogen**		**mg/l**		
	Total Phosphorus		**mg/l**		

EXHIBIT E
REPORTING OF ANALYTICAL RESULTS
(continued)

Grantee: County of Spotsylvania
Grant: #440-S-20-02

Data Excluded Due to the Occurrence of Extraordinary Conditions: (if applicable; attach explanation)

Date(s): _____

Operator Responsible for Samples: _____ Date: _____

Telephone: _____ Certificate Number: _____

EXHIBIT F

FORMULA FOR CALCULATING MONETARY ASSESSMENT FOR EXCEEDANCE OF NUMERICAL NITROGEN CONCENTRATIONS

Grantee: County of Spotsylvania
Grant: #440-S-20-02

Section 2: Nitrogen Exceedances

$$CN = (TNe/TNr) \times AnPay \times PerGrant$$

where:

CN	=	Assessment for Nitrogen Exceedance.
TNe	=	Exceedance in tenths of a milligram per liter.
TNr	=	Expected nitrogen removal (difference between "pre-nutrient removal" annual average concentration and 4.0 mg/l limitation) in tenths of a milligram per liter.
AnPay	=	Annual Payment on grant; assumes principal payments amortized over 20 years and an interest rate of 5 percent. Using these assumed values leads to a "cost recovery factor" of 0.0802. The "cost recovery factor" times the grant amount yields the Annual Payment amount.
PerGrant	=	Percentage of grant received by year of exceedance.

Values used for Grant #440-S-20-02:

Pre-Nutrient Removal TN Concentration	= 30.4 mg/l
Effluent TN Concentration Limitation	= 4.0 mg/l
Total Grant Amount for TN Removal	= $1,540,960
Useful Service Life	= 20 years
Interest Rate	= 5 percent

Calculated (assumes grant paid 100%):

Expected Removal (TNr)	= 26.4 mg/l
AnPay	= $123,585
CN	= $468 (for each 0.1 mg/l TN exceedance)

EXHIBIT F

FORMULA FOR CALCULATING MONETARY ASSESSMENT FOR EXCEEDANCE OF NUMERICAL PHOSPHORUS CONCENTRATIONS

Grantee: County of Spotsylvania
Grant: #440-S-20-02

Section 2: Phosphorus Exceedances

$$CP = (TPe/TPr) \times AnPay \times PerGrant$$

where:

CP	=	Assessment for Phosphorus Exceedance.
TPe	=	Exceedance in tenths of a milligram per liter.
TPr	=	Expected phosphorus removal (difference between "pre-nutrient removal" annual average concentration and 0.3 mg/l limitation) in tenths of a milligram per liter.
AnPay	=	Annual Payment on grant; assumes principal payments amortized over 20 years and an interest rate of 5 percent. Using these assumed values leads to a "cost recovery factor" of 0.0802. The "cost recovery factor" times the grant amount yields the Annual Payment amount.
PerGrant	=	Percentage of grant received by year of exceedance.

Values used for Grant #440-S-20-02:

Pre-Nutrient Removal TP Concentration	= 2.2 mg/l
Effluent TP Concentration Limitation	= 0.3 mg/l
Total Grant Amount for TP Removal	= $1,443,088
Useful Service Life	= 20 years
Interest Rate	= 5 percent

Calculated (assumes grant paid 100%):

Expected Removal (TPr)	= 1.9 mg/l
AnPay	= $115,736
CP	= $6,091 (for each 0.1 mg/l TP exceedance)

FY 2022 Budget Amendment Request Form

Date: September 16, 2021

Department: Utilities/Public Works

Contact person: Ben Loveday **Phone #:** 507-7307

Explanation of need for budget amendment: The County has been notified of award of the grant by DEQ. Through this grant funded project, the existing Thornburg WWTP will be upgraded and expanded with an expanded plant with ENR technology capable of achieving annual average effluent levels for nitrogen of 4.0 mg/l and phosphorus at 0.3 mg/l. The total project costs for the grant eligible portions of the plant expansion project are estimated at $14,415,687 with the grant providing up to $2,984,047.

The existing budget approved and appropriated for this project assumes WQIF grant funding in the amount of $2,000,000. This budget adjustment adds $984,047 to get to the total $2,984,047 approved for this project.

Reminder: **Agenda item summary must be attached if BOS approval is required.**

Revenue Accounts Adjusted			**Amount**
Acct #	520-0000-324.03-01 (SR1802) – WQIF Grant	**$**	984,047
	Total Revenue Adjustment	**$**	**984,047**

Expenditure Accounts Adjusted			**Amount**
Acct #	520-9180-803.89-03 (SR1802) – Construction	**$**	984,047
	Total Expenditure Adjustment	**$**	**984,047**

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: _X__recommended _____ not-recommended
Explanation if not recommended:
_____
_____

County Admin: __X__recommended _____ not-recommended
Explanation if not recommended:
_____
_____

Finance Committee: ___ recommended ____not-recommended
Explanation if not recommended: The September 2021 Finance Committee meeting was cancelled and all agenda items are proceeding to the Board of Supervisors for consideration.
_____
_____

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

RESOLUTION NO. 2021-

Approving Grant Award Agreement, Designation of Authorized Agents in the Execution and Administration of the Grant Award and Acceptance and Appropriation of Water Quality Improvement Fund Grant for Thornburg WWTP

WHEREAS, Spotsylvania County has applied for and received a Water Quality Improvement Fund (WQIF) grant through the Virginia Department of Environmental Quality (DEQ) in the amount of $2,984,047 to upgrade and expand the Thornburg Wastewater Treatment Plant (WWTP) with Enhanced Nutrient Removal (ENR) technology; and

WHEREAS, DEQ is currently advertising the draft WQIF grant agreement on its website for public comment over a period of no less than 30 days; and

WHEREAS, the County and Utilities will administer the grant in accordance with the terms and conditions as set forth in the grant award agreement.

NOW, THEREFORE, BE IT RESOLVED by the Spotsylvania County Board of Supervisors, that the grant award agreement between Spotsylvania County and the Virginia Department of Environmental Quality is approved; and

BE IT FURTHER RESOLVED by the Spotsylvania County Board of Supervisors that the following individuals are hereby designated as authorized agents any of whom may act in the execution and administration of the grant award agreement: Edward Petrovitch, County Administrator; Mark Cole, Deputy County Administrator; Ben Loveday, Assistant County Administrator; Bonnie Jewell, Assistant County Administrator; and Annette D'Alessandro, Grants Manager; and

BE IT FURTHER RESOLVED by the Spotsylvania County Board of Supervisors that the full grant amount of $2,984,047 is accepted and the FY 2022 Utilities Capital Projects Fund budget for the Thornburg WWTP project is hereby amended to reflect the $984,047 increase in funds not previously assumed associated with the grant award; and

BE IT FURTHER RESOLVED by the Spotsylvania County Board of Supervisors that the following appropriations be, and the same hereby are, made for the fiscal year beginning July 1, 2021, for expenditures in the amount of $984,047 to be used only for ENR technology for the Thornburg WWTP, to be expended only by order of the Board of Supervisors as follows:

UTILITIES CAPITAL PROJECTS FUND: $984,047

(SEAL) A COPY TESTE: _____

Aimee R. Mann

Deputy Clerk to the Board of Supervisors

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	October 26, 2021
Title:	Approval of Contract Modification #1 for Renewal to Associates in Emergency Care, LLC to Provide Advanced Life Support Training Programs
Type:	Action
Agenda Title:	Approval of Contract Modification #1 for Renewal to Associates in Emergency Care, LLC to Provide Advanced Life Support Training Programs
Recommendation:	Approve contract modification #1 for renewal with Associates in Emergency Care, LLC to provide Advanced Life Support (ALS) Training Programs. The contract has been reviewed and approved as to form by the County Attorney's Office.
Summary:	The initial contract for services was approved by the Board of Supervisors on October 23, 2018 for the period through October 31, 2021. This contract modification shall have a term limit of three (3) years through October 31, 2024 at which point we will resolicit the procurement.
Financial Impact:	Adequate funding is budgeted and appropriated within project FRTRNG, account 110-3210-422-55-40 for award of this contract for this purpose.
Staff Contacts:	Jay Cullinan, Chief, FREM Jason Irby, Deputy Fire Chief, Support & Services, FREM Toni Vaughan, Procurement Division Administrator
Legal Counsel:	Jessica DesNoyer, Assistant County Attorney
Consequence of Denial/Inaction:	FREM employees are contractually obligated to obtain their ALS certification (Paramedic) within four (4) years of recruit school graduation. This contract will provide the framework for initial ALS Training programs and make these jobs required programs available in-county for career and volunteer members. Failure to approve this contract will result

in increased cost and logistical challenges to assure these employees meet their contractual training obligations.

ATTACHMENTS:

File Name	Description	Type
Modification_to_Renew_ALS_Training_Contract_-_#18-32-TV.pdf	Modification # 1 to Contract 18-32-TV	Agreement

MODIFICATION #1
TO
SPOTSYLVANIA COUNTY CONTRACT AGREEMENT
FOR GOODS & SERVICES
Contract #18-32-TV

THIS MODIFICATION #1 TO SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS & 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 ASSOCIATES IN EMERGENCY CARE, LLC a Maryland Limited Liability Company ("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 #18-32-TV", ("AGREEMENT") dated October 29, 2018, to obtain advanced life support training programs for Spotsylvania County; and

WHEREAS, Article 2, subdivision 2.2 of the initial contract dated October 29, 2018, includes an initial term from date of award through October 31, 2021, and permits renewal for three (3) additional one (1) year terms at the option of the COUNTY.

WHEREAS, the COUNTY requires a continuation of these services for an additional three (3) year contract term rather than three (3) separate one (1) year terms. The CONTRACTOR agrees to such continuation.
; 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 #18-32-TV".

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:

2.2 This Agreement shall have an initial term from date of award through October 31, 2021 and may be renewable for one (1) additional three (3) year term at the option of the COUNTY. Prices shall remain fixed and as indicated in Paragraph 4.2.

2.3 This Agreement shall have a term limit of three (3) years effective November 1, 2021 through October 3, 2024.

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 for advanced life support training program services at the rates contained in the contract documents and as indicated below:

PROGRAM OFFERED	COST PER STUDENT
Advanced Placement Online Hybrid	$5,499.00 + $449.00 fees
Advanced Placement Shift Option	$5,799.00 + 449.00 fees
Advanced Placement Academy Style	$5,699.00 + $449.00 fees
Advanced Placement Traditional	$5,699.00 + $449.00 fees
Paramedic Online Hybrid	$7,499.00 + $449.00 fees
Paramedic Shift Option	$7,799.00 + $449.00 fees
Paramedic Academy Style	$7,699.00 + $449.00 fees
Paramedic Traditional	$7,699.00 + $449.00 fees
AHA ACLS Renewal	$145.00 without book $185.00 with book
AHA ACLS Initial Certification	$205.00 without book $245.00 with book
AHA PALS Renewal	$145.00 without book $185.00 with book
AHA PALS Initial Certification	$205.00 without book $245.00 with book
Heartcode ACLS or PALS	$195.00 for key code and skills session
Cadaver Labs with AEC Instructors	$320.00 (with 15 students & 3 instructors)
PHTLS	$275.00 with book
TECC	$275.00 with book
AMLS	$265.00 with book
ACLS – EP	$275.00 with book

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 #18-32-TV to be duly executed by their duly authorized officials, made as of the date first written above, and effective November 1, 2021.

SPOTSYLVANIA COUNTY, VIRGINIA

By: _____
EDWARD PETROVITCH Dated
COUNTY ADMINISTRATOR

ASSOCIATES IN EMERGENCY CARE, LLC

By: _____ 10/14/21
SHAUN MARINI Dated
EXECUTIVE DIRECTOR

Approved as to form:

_____
COUNTY ATTORNEY Dated

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	October 26, 2021
Title:	Approval of Contract to VetEvolve VA, LLC dba Spotsylvania Animal Hospital, LLC to provide Veterinarian Services
Type:	Action
Agenda Title:	Approval of Contract to VetEvolve VA, LLC dba Spotsylvania Animal Hospital, LLC to provide Veterinarian Services
Recommendation:	Approve the award of a contract to VetEvolve VA, LLC dba Spotsylvania Animal Hospital, LLC to provide veterinarian services, equipment and medicine necessary for the medical care of the animals in the Sheriff's K-9 Unit and the animal shelter animals. The contract has been reviewed and approved as to form by the County Attorney's Office.
Summary:	A Request for Proposal (RFP) was issued by the Spotsylvania County Procurement Division to solicit proposals from qualified contractors to provide veterinarian services, equipment and medicine necessary for the medical care of the animals in the Sheriff's K-9 Unit and the animal shelter animals. One (1) proposal was received for this procurement and the selection committee recommended an award to Spotsylvania Animal Hospital, LLC.
Financial Impact:	Adequate funding is budgeted and appropriated within the Sheriff's Office budgets for award of this contract for this purpose.
Staff Contacts:	Roger Harris, Sheriff; Willie Tydings, Captain, Sheriff's Department; Toni Vaughan, Procurement Division Administrator
Legal Counsel:	Will Moore, Senior Assistant County Attorney
Additional Background/Other Considerations:	The services authorized under the contract shall provide veterinarian services, equipment and medicine necessary for the medical care of the animals in the

Sheriff's K-9 Unit and the Animal Shelter animals on an as needed basis.

Consequence of Denial/Inaction: Failure to approve this contract would result in the animals not getting mandatory medical treatment as directed by state law.

ATTACHMENTS:

File Name	Description	Type
Contract_-_Vet_Services_-_Spotsylvania_Animal_Hospital_-_for_BOS.pdf	Contract Vet Services	Contract

SPOTSYLVANIA COUNTY
CONTRACT AGREEMENT
FOR PROFESSIONAL SERVICES
Contract #21-12-AS

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, VETEVOLVE VA, LLC dba SPOTSYLVANIA ANIMAL HOSPITAL, LLC, a Virginia Limited Liability Company, (**"CONTRACTOR"**), in good standing and duly licensed to do business in the Commonwealth of Virginia.

W I T N E S S:

WHEREAS, the COUNTY desires to obtain veterinarian services, equipment and medicine necessary for the medical care of the animals in the Sheriff's K-9 Unit and the Animal Shelter animals for Spotsylvania County; and

WHEREAS, CONTRACTOR desires to provide those same services.

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 Professional Services, Contract #21-12-AS between COUNTY and CONTRACTOR; and

2. County of Spotsylvania Request for Proposal (RFP) #21-12-AS, Veterinarian Services, dated April 12, 2021, including Attachments A, B, C, D, E, F and G; and

3. VetEvolve VA, LLC dba Spotsylvania Animal Hospital, LLC proposal dated April 30, 2021 submitted in response to RFP #21-12-AS to include Attachments A, B, C, D, E and F; and

4. Email from Nick Lodestro of VetEvolve VA, LLC dba Spotsylvania Animal Hospital, LLC to Toni Vaughan, dated September 3, 2021 clarifying contractual questions.

1.3. It is the intent of the CONTRACT DOCUMENTS to describe a functionally complete and whole understanding of the s to be performed 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 licensed and certified veterinarian services, equipment, and medicine as necessary for the medical care of animals in the custody of the Sheriff's office K-9 Unit and the Division of Animal Control to include the Animal Shelter in Spotsylvania County as set forth in the CONTRACT DOCUMENTSs.

2.2. This AGREEMENT shall have an initial term from the date of award through September 30, 2024 and may be extended by the COUNTY for two (2) additional one year terms at the same prices, terms, and conditions set forth in this AGREEMENT, each additional year referred to individually as a **"RENEWAL PERIOD"**. Said RENEWAL PERIOD shall occur automatically unless written notice is given by the COUNTY no later than ten (10) days before the expiration of the current period. Said notice shall be given pursuant to the procedure set forth in Article 7, Section 7.1, to the parties named therein.

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 in this AGREEMENT. CONTRACTOR expressly acknowledges that in the performance of its obligations the COUNTY is relying on timely performance and will schedule operations and incur obligations to third parties in reliance upon timely performance by CONTRACTOR and may sustain substantial losses by reason of untimely performance.

3.2. The CONTRACTOR's services shall be performed as expeditiously as possible and consistent with professional skill and care of a veterinary services provider.

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 this AGREEMENT is expressly subject to appropriation of funds by the Board of Supervisors.

4.2. The COUNTY agrees to pay fees at the rates contained in the AGREEMENT and as follows:

K-9 Unit		
Description	**Unit of Measure**	**Price**
Office Visit and Physical Exam	Each/Hourly	$33.60
Radiology – 2 views	Visit	$114.96
Adult Wellness Screen/Lab Canine Standard	Each	$89.70
Distemper Canine 3 Year (DA2PP)	Each	$22.39
Leptospira 4 – Way Canine – 1 Year	Each	$13.96
Rabies Canine 3 Year	Each	$8.23
Interceptor 23.0 mg	Each	$8.67
Lyme Annual Vaccination	Each	$25.74
Doxycycline Tabs 100 mg 60 tabs	Each	$25.34
Carprofen 75mg #14	Each	$16.46
Mini blood panel (NSAID panel)	Per panel	$69.03
Full blood panel (Canine Advanced)	Per panel	$154.28
Testify in court	Per hour	$103.00
Surgery (surgical time only)	Per hour	$211.37
Spay the K-9 dogs	Per procedure	$374.46
Neuter the K-9 dogs	Per procedure	$327.61

Animal Shelter and Animal Control		
Description	**Unit of Measure**	**Price**
Office Visit and Wellness Physical Exam shall include examinations, prescriptions, Documentation of visits and findings/ Recommendations rabies vaccinations	Each/hourly	$37.10
Radiology	Per visit	$114.96
Adult Wellness Screen/Lab (Canine Standard)	Each	$89.70
Prescription medications	% discount from retail	30%

Animal Shelter and Animal Control		
Description	**Unit of Measure**	**Price**
Prescription food	% discount from retail	15%
Mini blood panel CBC/Chem10/Elec In House	Per panel	$80.91
Full blood panel CBC/Chem17/Elec In House	Per panel	$101.75
HW Test In House	Each	$37.72
Fecal Test In House	Each	$21.34
Testify in court	Per hour	$103.00
Surgery (excludes spay/neuter) surgical time only, does not include meds, fluids, anesthesia	Per procedure/hourly	$211.37
Regular Daily Care 0-29 lb.	Each	$23.81
Regular Daily Care 30-60 lb.	Each	$29.97
Regular Daily Care 60-90 lb.	Each	$38.54
Day Patient Care	Per Hour	$21.00

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 invoice to the COUNTY for materials and services as described in Article 2; if a corrected invoice is requested, then the thirty (30) days starts over at 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. In no event shall any interest penalty or late fee accrue against COUNTY for any delayed payment under this provision or any other provision.

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 this AGREEMENT 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 AGREEMENT, 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.

5. CONTRACTOR'S obligation to pay any interest charge to a subcontractor pursuant to this AGREEMENT shall not be construed to be an obligation of the COUNTY.

6. No modifications to this AGREEMENT shall be allowed for the purpose of providing reimbursement for such interest charges.

7. No cost reimbursement claim shall include any amount for reimbursement for such interest charges.

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 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 All policies of insurance shall be written by insurance companies licensed to conduct the business of insurance in Virginia and shall carry the provision that the insurance will not be cancelled or materially modified by CONTRACTOR without thirty (30) days prior written notice to the COUNTY:

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.

4. Professional Liability Insurance in an amount not less than $2,000,000 per occurrence and $6,000,000 in the aggregate. The amount of coverage may increase according to the project value.

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.

4. 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.

5. 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 AGREEMENT, 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. 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; and

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 this AGREEMENT. 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. CONTRACTOR further agrees that it shall fully obtain all rights and releases to photographs, digital imagery, reports, information, or data utilized in CONTRACTOR's final report and/or digital photo library before submission of the report and library to the COUNTY.

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.

5.12 Audit: The COUNTY shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this AGREEMENT (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of CONTRACTOR, including, but not limited to those kept by CONTRACTOR, it's employees, agents, assigns, successors and subcontractors. CONTRACTOR shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three (3) years following the completion of this AGREEMENT, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to the COUNTY'S employees, agents, representatives, Contractors or other designees, during normal business hours at CONTRACTOR'S office or place of business in Spotsylvania, Virginia. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Spotsylvania, County chosen by the COUNTY.

5.13 Security Certification: CONTRACTOR will at all times use the industry standards and best efforts to protect all information related to this AGREEMENT. In the event of a data or other security breach, CONTRACTOR will make every effort to stop the breach and recover all lost information, at its sole cost. In the event of a data or other security breach, CONTRACTOR will immediately notify COUNTY of the nature and scope of the breach and will keep COUNTY notified of all security and recovery efforts to cure the breach. In addition, CONTRACTOR agrees to require all other persons and entities who have access to information under this AGREEMENT,

including any subcontractors, to follow these security procedures.

5.14 Anti-Disparagement: CONTRACTOR agrees that at no time shall it disparage or detract from COUNTY, even in the event that a dispute may arise from this AGREEMENT. Violation of this provision shall be considered a material breach and the terms of this provision shall survive the termination of this AGREEMENT, indefinitely.

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 this AGREEMENT, resulting in the COUNTY procuring the products or services from other sources, the defaulting CONTRACTOR shall be responsible for any additional purchase and administrative costs, including, but not limited to, fees and charges of engineers, architects, attorneys, 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 AGREEMENT, 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
   Spotsylvania County Administrator
   P.O. Box 99
   Spotsylvania, VA 22553

   With a copy to:
   Spotsylvania County Attorney
   P.O. Box 308
   Spotsylvania, VA 22553

2. For CONTRACTOR:
   Nicholas Lodestro, Officer
   VetEvolve VA, LLC dba Spotsylvania Animal Hospital, LLC
   9133 Courthouse Road
   Spotsylvania, VA 22553

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

7.2. The parties agree that this AGREEMENT is governed by and shall be interpreted in accordance with the laws of the Commonwealth of Virginia. In the event of litigation concerning this matter, all suits shall be maintained in the appropriate court of competent jurisdiction in the County of Spotsylvania, or, if applicable, in the United States District Court for the Eastern District of Virginia, Richmond Division.

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, 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 this AGREEMENT 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 this AGREEMENT shall be of good quality and in working condition; and

4. The CONTRACTOR's work performed shall meet all the requirements set forth in this AGREEMENT.

7.6. Copyright. CONTRACTOR acknowledges that COUNTY will be the sole and exclusive owner of all goods and services produced under this AGREEMENT, including but not limited to tangible items, information, works, derivative works, results, strategies, taxonomies, writing, drawings, plans, images, intellectual property and data compilations of any form whatsoever (**"WORKS"**); and such shall be the exclusive and sole property of COUNTY and shall not be otherwise reproduced, disclosed or used by CONTRACTOR, elsewhere, for any reason. All such WORKS accepted and paid for by COUNTY are and shall remain the exclusive property of COUNTY and CONTRACTOR shall neither have nor will make claim of ownership of any such. CONTRACTOR agrees that it has no right, title and/or interest in such WORKS and will not give,

sell, rent, license or otherwise distribute or share such WORKS with any party other than COUNTY, without COUNTY'S express, written consent.

This AGREEMENT constitutes a current assignment of any such ownership rights that CONTRACTOR may have in law or otherwise: CONTRACTOR hereby irrevocably grants and assigns to COUNTY all rights, title, and interest in and to the WORKS, and all property therein, including all copyrights as well as all renewals and extensions of copyright throughout the world, now or hereafter provided. COUNTY'S rights will thus include, but not be limited to, the Use Ownership, and exclusive right to publish, adapt, license, copy, transmit, republish, distribute, and sell the WORKS in whole or in part in any channels and by any method or means currently available or developed in the future. The copyright shall be in the name of COUNTY or its designee.

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 subcontractor to perform shall not relieve CONTRACTOR of its obligation to fulfill the terms and conditions of this AGREEMENT as set forth herein.

7.9. Proprietary Information/Non-Disclosure. Contractor is advised that the Virginia Public Procurement Act (Section 2.2-4342, Code of Virginia, 1950 as amended) shall govern public inspection of all documents submitted by Contractor. Contractor may invoke the protections of §2.2-4342 of the Code of Virginia to protect trade secrets, proprietary information, and information or documents pertaining to security equipment and systems provided that the CONTRACTOR:

1. Invoke the protections of this Section prior to, or upon submission of, the data or other materials.

2. Provide a statement that identifies the data or other materials to be protected and that states the reasons why protection is necessary.

3. Submit proprietary or security information under separate cover in a sealed envelope clearly marked "PROPRIETARY".

4. An all-inclusive statement that the entire proposal is proprietary is unacceptable. A statement that CONTRACTOR'S costs and/or proposal pricing are to be protected is unacceptable. Contractor will be requested to remove any such statement(s) in order to be eligible for further consideration.

5. COUNTY reserves the right to submit such information to the COUNTY Attorney for concurrence of the CONTRACTOR'S claim that it is in fact proprietary. Information submitted that does not meet the above requirements will

be considered public information in accordance with the Virginia Freedom of Information Act.

7.10. CONTRACTOR and COUNTY agree that the provisions of this AGREEMENT are binding upon the parties, their employees, agents, heirs, successors and assigns.

7.11. Non-exclusivity. The COUNTY reserves the right to procure goods and services covered under this AGREEMENT from a third party when, in the COUNTY'S sole discretion, it is deemed to be in the COUNTY'S best interest.

7.12. No Construction Against Drafting Party. Each party to this AGREEMENT expressly recognizes that this AGREEMENT results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this AGREEMENT. Given this fact, no legal or other presumptions against the party drafting this AGREEMENT concerning its construction, interpretation or otherwise accrue to the benefit of any party to the AGREEMENT, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this AGREEMENT.

7.13. Attorney Fees. CONTRACTOR agrees that in the event of litigation arising from this AGREEMENT any judgement awarded to the COUNTY against CONTRACTOR shall include all litigation expenses, including actual attorney's fees, appellate attorney's fees, and court costs. CONTRACTOR further agrees that the COUNTY shall not be responsible for CONTRACTOR'S litigation expenses, regardless of the outcome.

7.14. Environmental Consideration. Any costs or expenses associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or releases of hazardous substances, including, but not limited to, the costs of any cleanup activities, removals, remediations, responses, damages, fines, administrative or civil penalties, or charges imposed on the CONTRACTOR, whether because of actions or suits by any governmental or regulatory

agency or by any private party, as a result of the storage, accumulation, or release of any hazardous substances, or any noncompliance with or failure to meet any federal, State or local standards, requirements, laws, statutes, regulations or the law of nuisance by CONTRACTOR (or by its agents, officers, employees, Subcontractors, consultants, sub consultants, or any other persons, Corporations or legal entities employed, utilized, or retained by CONTRACTOR) in the performance of this AGREEMENT or related activities, shall be paid by CONTRACTOR. This Section shall survive the termination, cancellation or expiration of this AGREEMENT.

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

7.16. 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 #21-12-AS, Veterinarian Services:

SPOTSYLVANIA COUNTY, VIRGINIA

By: _____
EDWARD PETROVITCH Dated
COUNTY ADMINISTRATOR

VETEVOLVE VA, LLC
dba SPOTSYLVANIA ANIMAL HOSPITAL, LLC

By: _____ 10.12.2021
NICHOLAS LODESTRO Dated
OFFICER

Approved as to form:

10-13-21
COUNTY ATTORNEY Dated

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	October 26, 2021
Title:	Approval of Resolution Extending the Term of the Cable Television Franchise Held by Verizon Virginia LLC for the Purpose of Completing Franchise Renewal Discussions
Type:	Action
Agenda Title:	Approval of Resolution Extending the Term of the Cable Television Franchise Held by Verizon Virginia LLC for the Purpose of Completing Franchise Renewal Discussions
Recommendation:	Staff recommends approval of the attached resolution.
Summary:	Cable television franchise renewal negotiations with Verizon were delayed due to the pandemic. The existing agreement expires on October 26, 2021. Adoption of the attached resolution will extend the agreement to July 26, 2022, allowing the parties more time to complete the negotiation of the next agreement. Verizon has provided the attached letter consenting to the extension of the terms and conditions of the existing Cable Franchise.
Staff Contacts:	Richard Maidenbaum, Deputy CIO
Legal Counsel:	Matt Ames- Hubacher & Ames; Karl Holsten County Attorney
Consequence of Denial/Inaction:	The County and Verizon would be out of compliance of the existing Cable Franchise Agreement.

ATTACHMENTS:

File Name	Description	Type
Verizon_extension_resolution__10-14-21_corrected.pdf	Resolution to Extend Verizon Cable Franchise Agreement	Agreement
Verizon_Fios_TV_franchise_extension_consent_101421.pdf	Verizon Letter	Letter

RESOLUTION EXTENDING THE TERM OF THE CABLE TELEVISION FRANCHISE HELD BY VERIZON VIRGINIA LLC FOR THE PURPOSE OF COMPLETING FRANCHISE RENEWAL DISCUSSIONS

WHEREAS, on October 26, 2006, the Board of Supervisors of Spotsylvania County, Virginia (the "Board"), entered into a Cable Franchise Agreement with Verizon Virginia, Inc. (the "Franchise"); and

WHEREAS, the Franchise is now held by Verizon Virginia LLC ("Verizon"); and

WHEREAS, the Franchise expires on October 26, 2021; and

WHEREAS, County staff and Verizon have initiated discussions concerning the renewal of the Franchise but have not completed negotiation of a new agreement; and

WHEREAS, the Board wishes to extend the term of the Franchise to allow time for the parties to complete negotiations; and

WHEREAS, by letter from Christopher D. Childs to Ed Petrovich dated October 14, 2021, a copy of which is attached to this Resolution, Verizon has provided its consent to the proposed extension of the Franchise; and

WHEREAS, the Board and Verizon both desire to reserve their respective rights under state and federal law, including, without limitation, 47 U.S.C. § 546.

NOW, THEREFORE, BE IT RESOLVED THAT the term of the Franchise is hereby extended from October 26, 2021, until July 26, 2022.

This Resolution shall be effective immediately upon adoption.

verizon

309 International Circle
Hunt Valley, Maryland 21030

By Electronic Mail

October 14, 2021

Mr. Ed Petrovich
Spotsylvania County Administrator
9104 Courthouse Road
Spotsylvania, Virginia 22553

Re: *Resolution Extending the Term of the Cable Television Franchise held by Verizon Virginia LLC for the Purpose of Completing Franchise Renewal Discussions*

Dear Mr. Petrovich:

By this letter, Verizon Virginia LLC ("Verizon") confirms its consent to extend the term of the Cable Franchise Agreement (the "Cable Franchise") by and between Verizon and the Spotsylvania County Board of Supervisors (the "Board") for the period commencing on October 26, 2021 and expiring on July 26, 2022, as memorialized in the Board's "Resolution Extending the Term of the Cable Television Franchise held by Verizon LLC for the Purpose of Completing Franchise Renewal Discussions" which resolution is to be considered for adoption by the Board on October 26, 2021. Except as expressly set forth in this letter, the parties to the Cable Franchise agree that the existing Cable Franchise, and all terms and conditions thereof, shall remain in full force and effect until the earlier of the expiration of the extended term or the execution of a cable franchise renewal agreement between Verizon and the Board.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Christopher D. Childs
Region President

cc: County Attorney
Matt Ames, Esq.
Adrian Copiz
Louise Anderson
Brendon Pinkard
Paul Trane

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	October 26, 2021
Title:	Approval of the Spotsylvania County Museum Strategic Plan

Agenda Title:	Approval of the Spotsylvania County Museum Strategic Plan
Recommendation:	Staff requests approval.
Summary:	The Spotsylvania County Museum is a free, local museum that collects, preserves, interprets and displays the history of Spotsylvania County from pre-establishment in 1721 to current, notable events. The Spotsylvania County Museum houses a collection of approximately 5,000 artifacts including textiles, photographs, art, weaponry, and furnishings. The Spotsylvania County Museum displays these pieces through permanent museum displays, special limited-time museum displays, special events and local programming.
Staff Contacts:	Michelle McGinnis, Community Engagement Director
Legal Counsel:	n/a
Additional Background/Other Considerations:	Strategic Plan is attached.
Consequence of Denial/Inaction:	n/a

ATTACHMENTS:

File Name	Description	Type
Spotsylvania_County_Museum_Strategic_Plan.doc	Strategic Plan	Backup Material

Strategic Plan

EXECUTIVE SUMMARY: The Spotsylvania County Museum is a free, local museum that collects, preserves, interprets and displays the history of Spotsylvania County from pre-establishment in 1721 to current, notable events. The Spotsylvania County Museum houses a collection of approximately 5,000 artifacts including textiles, photographs, art, weaponry, and furnishings. The Spotsylvania County Museum displays these pieces through permanent museum displays, special limited-time museum displays, special events and local programming.

MISSION STATEMENT: The mission of the Spotsylvania County Museum is to collect, preserve, interpret and share Spotsylvania County's cultural and natural history with local citizens and area guests through a variety of innovative and creative medias, educational programming, and local events, while continuously striving to ensure inclusive accessibility for all visitors.

VISION: The Spotsylvania County Museum's vision is to share the county's history using innovative, engaging, and progressive methods to ensure each visitor has a unique experience that expands their knowledge of Spotsylvania's founding, infrastructure, industries, major events, and citizens. The Spotsylvania County Museum strives to provide a means for all visitors to learn about Spotsylvania County in a way that is tailored to the individual, despite physical or intellectual disabilities.

CORE VALUES: The Core Values of the Spotsylvania County Museum are-

- **Integrity:** The Spotsylvania County Museum strives to collect, preserve, interpret and display the history of Spotsylvania County in its entirety with the highest of moral principles, while providing a trusted, reliable source of information to the public.
- **Community:** The Spotsylvania County museum works diligently to provide safe, clean, friendly facilities, programs and special events to the community while providing a valuable education of our community's diverse past.
- **Education:** The Spotsylvania County Museum educates visitors about Spotsylvania County and hopes to do so using different methods that are inclusive of all learning types and intellectual abilities.
- **Progress:** The Spotsylvania County Museum strives to display local history using progressive and innovative methods to ensure inclusivity both in the exhibit content and in visitation experience. The museum vows to continuously learn, grow, and adapt to provide an educational resource that challenges visitors to learn from local history and work towards a better future.

STRATEGIC PLAN FRAMEWORK:

The Spotsylvania County Museum continuously pursues ways to share the county's history using innovative, engaging and progressive methods ensuring each visitor has a unique experience that expands their knowledge of Spotsylvania's founding, infrastructure, industries, major events, and citizens. The Spotsylvania County Museum strives to provide a means for all visitors to gain knowledge of Spotsylvania County in a way that works for each individual despite age, prior knowledge, and physical or intellectual ability. While the Spotsylvania County Museum currently has a strong framework for telling the history of Spotsylvania County through major events such as the Civil War, it lacks inclusivity of the broader range of the county's 300 year history as well as variety in methods that information is shared with the public. With steadily rising visitation numbers, increased opportunities to invite school-aged children to the facility, and a new, highly visible location, the Spotsylvania County Museum is in a perfect place to begin implementing programs that will assist in better accommodating children/families, individuals with learning disabilities and visually or hearing impaired guests.

Though there are many challenges faced in funding projects, creative resources are often utilized such as community partner sponsorships, local, state and federal grant opportunities, and visitor donations. Utilizing these resources, the Spotsylvania County Museum hopes to implement several specific projects over the next two to four years that will directly help in reaching the museum's current vision. Projects include:

- updating existing museum exhibitions to tell a more complete and inclusive history of Spotsylvania County and its people, specifically expanding on the county's history post-1860s;

- creating a Spotsylvania County children's book using the "Spot" county tourism mascot and adding a Story Walk to the museum property for young visitors and their families to enjoy and engage with the property while visiting the museum and the First Day of Chancellorsville Battlefield;

- implementing the use of augmented reality to bring displays and informational panels "to life" by embedding videos with captions, graphics, audio and animation into already existing museum displays, ultimately transforming the visitor experience into an interactive experience for guests of all ages, as well as those that are tactile or auditory learners;

- creating a voice recorded tour of the museum and utilizing individual headsets for auditory learners and visually impaired guests;

- increasing special event and program offerings to provide hands-on, interactive historical displays for all ages.

The Spotsylvania County Museum will follow specific, methodical processes to achieve and implement each of these projects. These processes include securing funding, following county guidelines to secure materials and equipment needed, utilizing staff knowledge and skills to create project essentials, marketing and promoting projects to ensure success, executing public events for project openings and continued evaluation and assessment of achievements of projects.

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	October 26, 2021
Title:	Approval of Task Order to AECOM Technical Services, Inc. for Leavells Road 24-inch Water Main
Type:	Action
Agenda Title:	Approval of Task Order to AECOM Technical Services, Inc. for Leavells Road 24-inch Water Main
Recommendation:	Approve Task Order to AECOM Technical Services, Inc. in the amount of $578,330.99 for design, bidding and award and construction administration services for the Leavells Road 24-inch water main project. The Task Order has been reviewed and approved as to form by the County Attorney's Office.
Summary:	Services under this Task Order are for engineering design services for approximately 10,000 LF of new 24-inch water main along Leavells Road from Courthouse Road to Tipperary Trail. The proposed project is to deliver flow to the southern portion of the Battlefield Zone and Thornburg area by providing a strong connection from the existing 24-inch and 16-inch water mains at the intersection of Leavells Road and Courthouse Road to the existing 24-inch water main near Waterman Drive. The work authorized by this contract shall be for engineering services related to the Leavells Road 24-inch Water Main Project. Procurement Policy for individual Task Orders was followed and the details concerning the Consultant's responsibilities for this particular task are included in the attached Task Order and AECOM Technical Services, Inc. Proposal.
Financial Impact:	Adequate funding is budgeted and appropriated within project WT2204, for award of this contract for this purpose.
Staff Contacts:	Ben Loveday, Assistant County Administrator, Toni Vaughan, Procurement Division Administrator

Legal Counsel:	Will Moore, Senior Assistant County Attorney The Task Order is signed by vendor and County Attorney's Office and is attached. This Task Order is in compliance with current Contract #21-07-TV-01 for professional engineering 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:	Failure to approve this task order may impact the County's ability to adequately distribute water throughout the system and meet usage demands and fire flow requirements for existing and approved development. Failure to approve this task order may also impact the County's ability to serve future expected growth.

ATTACHMENTS:

File Name	Description	Type
Project_Budget_Wrksht_-_Leavells_Rd_Waterline.pdf	Project Budget Worksheet - AECOM Task Order Leavells Road	Backup Material
Task_Order__AECOM_Technical_Services_Inc_leavels_rd_for_novus.pdf	Task Order AECOM Leavells Road	Agreement

SPOTSYLVANIA COUNTY

Leavells Road Waterline

Project Budget Worksheet
Project # WT2204

	Current Balance (as of Oct. 13, 2021)	Revisions (Oct. 26, 2021)	Revised Balance (Oct. 26, 2021)
Project Costs:			
Design	$0	$0	$0
AECOM Technical Services, Inc.	$0	$578,331	$578,331
Construction	$1,000,000	($578,331)	$421,669
Total Project Costs	**$1,000,000**	**$0**	**$1,000,000**
Project Funding:			
Cash	$1,000,000	$0	$1,000,000
Total Project Funding	**$1,000,000**	**$0**	**$1,000,000**

TASK ORDER FOR
SPOTSYLVANIA COUNTY CONTRACT AGREEMENT
FOR PROFESSIONAL SERVICES
Contract #21-07-TV-01

In accordance with the Spotsylvania County Contract Agreement for Professional Services this Task Order and Proposal for Leavells Road 24-inch Water Main is made as of _____ ____, 2021 by and between Spotsylvania County, a political subdivision of the Commonwealth of Virginia, ("COUNTY"); and AECOM TECHNICAL SERVICES, INC., a California 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 May 26, 2021 to provide professional engineering services as necessary to support certain Spotsylvania County Utilities/Public Works Department projects (hereinafter the "AGREEMENT"), and

NOW, THEREFORE, the COUNTY and the CONSULTANT, 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 August 20, 2021 and revised on September 17, 2021 and prepared by CONSULTANT attached hereto, and made a part hereof. This Task Order and Proposal for Leavells Road 24-inch Water Main shall not exceed FIVE HUNDRED SEVENTY-EIGHT THOUSAND THREE HUNDRED THIRTY DOLLARS AND NINETY-NINE CENTS ($578,330.99).

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 Leavells Road 24-inch Water Main 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

AECOM TECHNICAL SERVICES, INC.

By: _____ 10/13/21
Ronald Smith — Dated
Vice President

Approved as to form:

_____ 10-15-21
County Attorney — Dated

SPOTSYLVANIA COUNTY DEPARTMENT OF UTILITIES
LEAVELLS ROAD 24-INCH WATER MAIN
DESIGN, BIDDING AND AWARD, AND CONSTRUCTION ADMINISTATION SERVICES

SCOPE OF WORK
August 20, 2021 (revised September 17, 2021)

I. Project Descriptions and Objectives

This project includes the investigation, survey, design, bidding and award, and construction administration services for approximately 10,000 LF of new 24-inch water main along Leavells Road from Courthouse Road to Tipperary Trail (hereinafter referred to as the "PROJECT"). This PROJECT correlates to CIP project *BF-20: Proposed 24-inch along Leavells Road from Courthouse Road to Waterman Drive*. The project area is illustrated on the attach figure.

The County has determined that this project is to deliver flow to the southern portion of the Battlefield Zone and Thornburg area by providing a strong connection from the existing 24-inch and 16-inch water mains at the intersection of Leavells Road and Courthouse Road to the existing 24-inch water main near Watermain Drive. The County has determined the pipe size to be 24-inches, there will not be any hydraulic modeling effort for this PROJECT. This project will make service connections to Oak Tree Drive/Waterman Drive and Tipperary Trail, only. No other interconnects between the main north and south connections are anticipated. The alignment and the determination if additional fire hydrants are needed will be finalized through coordination with the County during this project and documented in the Preliminary Engineering Report.

For the purposes of this scope of work AECOM Technical Services, Inc. and its subcontractors will be known as "ENGINEER", and the Spotsylvania County Department of Utilities will be known as "OWNER".

II. Project Management Services

A. Project Management and Administration

1. Manage design efforts per scope, schedule, and budget.
2. Prepare monthly invoices and corresponding progress reports detailing accomplishments, future milestones, and any outstanding issues.
3. Coordinate with the Owner to provide updates and progress details.
4. The ENGINEER shall conduct a kick-off meeting with the OWNER to review project objectives and coordination requirements. Subsequent coordination and associated design review/progress meetings will be held throughout the design effort to provide updates and discuss outstanding needs. Minutes will be prepared and distributed for each meeting. A total of up to five (5) in-person meetings are anticipated

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III. Preliminary Design Services

A. Collect existing data and documentation.

Perform follow-up research and review of available updated records and other related data within the project area as may be applicable to the PROJECT. The ENGINEER will obtain records from the OWNER, public and private utility companies, other County departments and agencies to determine locations of existing and/or newly installed utilities and associated facilities and ascertain locations and new plans of proposed development within the project area.

It is anticipated that the OWNER will provide all available records and/or updated documents to those developed during the Preliminary Engineering Report (PER) phase, including but not limited to record drawings, GIS mapping, reports, studies, and/or associated technical memoranda, and other relevant data.

B. Survey and Mapping.

The survey limits for this project will generally extended to approximately 25 feet outside the right of way (ROW) on each side the roadway along the water line route. This project will be referenced horizontally to the Virginia State Plane Coordinate System, South Zone, NAD83/1993 (HARN) and vertically to the North American Vertical Datum of 1988 (NAVD88) utilizing County control disks.

The ENGINEER will use data from the County GIS to prepare a list of properties falling within the survey limits. The ENGINEER will prepare and mail OWNER approved notification letters a minimum of 15 days prior to entry onto private property per Virginia Code Subsection 33.1-5. The ENGINEER'S field personnel will carry copies of the owner notification letter

Horizontal control points will be established along the length of the project corridor. Control points will be iron rods, PK nails, or other material most appropriate for resisting removal or destruction.

Benchmarks will be established along the length of the project corridor at approximate 1,000-foot intervals.

1. Pre-Design Services Phase I
    a. Property research
        - Review title reports provided by the acquisition team member.
        - Obtain utility construction plans from the County Utility Department for water and sewer infrastructure within the corridor.
        - Obtain record drawings of any utilities that were recently constructed.
        - Research and obtain Right of Way information from VDOT.
        - Obtain subdivision plans of record along the corridor from County Land Records.
    b. Initiate Owner Outreach
        - Prepare a letter of introduction addressed to each property owner of record.

- Mail to Owner of Record based on Spotsylvania County Tax records. Mail an additional informational copy to any known tenants of the property based on available mailing addresses.
- Written permission to enter upon the property will not be sought at this time, but rather will serve as notification that our staff will be entering upon the property for the purpose of survey work.

c. Control survey

- Locate any known monuments near both ends of the survey and at intermediate locations along the alignment. This would include GPS points.
- Clear lines along control survey baseline. Establish survey control points along the alignment using iron rods, PK nails, or other forms of permanent control survey monumentation. Tie all control points.
- Run a control survey along the entire alignment for horizontal and vertical control.
- Complete baseline computations to ensure acceptable closure.
- Establish GPS coordinates to all survey control points along the survey baseline.
- Establish permanent vertical benchmarks along the control survey alignment at intervals of not more than 1000-foot spacings.
- Locate and tie any existing boundary line monuments found along the alignment to the survey control baseline.
- Prepare baseline control survey plan.
- Overlay County GIS data on baseline control survey.

d. Property Line Computations

- Using plats and deeds of record, including title reports, compile property line information for properties along the survey alignment.
- Tie property line information to control baseline and existing monumentation found along the alignment.
- Using property line compilation, establish ties to baseline and return to field to determine if additional points can be located along the control baseline.
- Add additional property line points to the base plan and complete property line information in base plan.

e. Existing Conditions Survey

- Survey existing conditions along the entire alignment in accordance with the limits of work.
- Locate and dip all manholes along the alignment. Horizontal location and vertical elevation at each structure will be determined.
- Locate paint marks for all utilities that have been marked on the ground by others at the time of the survey.

- Locate other visible features on the ground including handholes, valves, hydrants, utility poles, curb, pavement, sidewalks, bollards, entrances, culvert pipes and signposts.
- Locate Wetland flags, if any, placed on the ground by other members of the team, if any are within 100 feet of the proposed construction.
- Process all field data and prepare a base sheet of existing conditions at a scale of 1 inch equal to 40 feet.

2. Pre-Design Services Phase II

   a. Property Line Computations

      - Using plats and deeds of record, including title reports, compile property line information for properties along the survey alignment.
      - Tie property line information to control baseline and existing monumentation found along the alignment.
      - Using property line compilation, establish ties to baseline and return to field to determine if additional points can be located along the control baseline.
      - Add additional property line points to the base plan and complete property line information in base plan.

   b. Right of Way Survey

      - Using VDOT information our team will search for right of way monumentation that may establish the limits of Leavells Road and any of the intersecting roadways.
      - Tie right of way monumentation found to the survey baseline and add to the base plan.

3. Post Design Services

   a. Easement Exhibit Preparation

      Based on a review of the GIS easement layer, the ENGINEER will prepare up to 62 Easement Exhibits.

      - Superimpose CAD information provided by the design team on the base plans prepared as part of Pre-Design services.
      - In coordination with the design team, establish where easements and/or land takings will be required. Easements may be in the form of temporary construction easements and/or permanent easements.
      - Prepare Easement Exhibits for each individual easement required. The easement exhibits will include adequate information for the County Attorney to prepare a deed to accompany the easement exhibit.
      - Provide easement areas for each easement to be secured by the County for use in preparation of compensation agreements.
      - Submit the easement documents to the team for presentation to each individual property owner by our team's acquisition group.

- Exhibits will not be subject to full County planning staff review as an Easement Plat would, but rather to review only by the Utility Department staff tasked with that responsibility.
- Following receipt of County comments, the Exhibits will be modified as required and signed and sealed by a Licensed Professional Land Surveyor with original copies provided to the acquisition team for final review and approval by the property owner.

4. Construction Phase Services (not included in these Design Services, but available as additional services)
   a. Easement limit stakeout
   b. Refresh Wetland limits / RPA Limits
   c. Construction Stakeout

C. Project Stakeholder Coordination

The ENGINEER shall contact and conduct and/or assist the OWNER with coordination meetings with private and public utility companies, property owners and other agencies potentially impacted by the PROJECT to determine design and construction criteria for work within and around existing facilities and confirm availability or needs for private utilities to serve the proposed pump station site.

The ENGINEER shall submit two copies each of updated design plans to each utility company and other stakeholders at each submittal stage (60% and 90%) to allow them to review proposed improvements, verify locations of existing facilities, identify possible impacts and provide/return mark-ups to the ENGINEER. This effort will include follow-up coordination and/or meetings as required with potentially affected stakeholders (including but not limited to: Virginia Department of Health (VDH), , Dominion Power, Verizon, VNG, Cox Communications) to discuss the project, seek information of planned development and/or projects, evaluate other potential impacts within the project area.

The ENGINEER shall conduct field coordination meetings with regulatory agency representatives as required and shall submit documents necessary for approval of other permits from the appropriate local, state and federal agencies, including but not limited to: VDH. Three sets each of documents will be submitted to VDH.

D. Utility Location

Utility Designation and Location: The ENGINEER will designate and locate all known underground utilities of available records to a Utility Quality Level B (QL-B) subsurface utility designation within the Detailed and Comprehensive Survey Corridors only.

E. Easement Coordination

Easement Coordination services will not be provided with these Design Services. If these services are determined to be necessary, the OWNER will issue a separate task order or change order for this Work.

F. Geotechnical Services

Geotechnical services will not be provided with these Design Services. The soils for this project will be unclassified. If soil testing is determined be necessary, the OWNER will issue a separate task order for this Work.

G. Soil Corrosion Review

Soil corrosion services will not be provided with these Design Services. Zinc coated ductile iron pipe wrapped in polywrap is the assumed material for this project. Alternative pipe material options will be discussed in the Preliminary Engineering Report

H. Environmental Services

It is assumed that no state or federal funding is associated with this project, and therefore, no NEPA or state environmental reviews will be necessary. If NEPA and state environmental reviews are required, they will be provided as additional services.

1. Wetland Delineation and WOUS

   The ENGINEER will review readily available, published information including aerial photography, USGS topographic maps, the NRCS Soil Survey, and USFWS National Wetland Inventory Maps. The ENGINEER will prepare a GIS-based exhibit based on the forgoing information to facilitate and expedite the fieldwork. The ENGINEER will conduct the necessary fieldwork to delineate (flag the physical boundaries) all wetlands and Waters of the U.S. (WOUS) within the sewer project corridors pursuant to the USACE *Wetlands Delineation Manual* (1987) and subsequent USACE guidance including applicable *Regional Supplement*. Data sheets and an exhibit of the flagging will be prepared to document the wetland and upland communities as required for USACE review.

   Based upon the delineation, a 100-foot RPA buffer will be created and shown on the plan sheets. The RPA will not be delineated but estimated from the wetland and WOUS delineation.

2. Natural Resources Evaluation

   a. All desktop evaluations and database searches will be performed through publicly available systems. Private or fee-based reviews will be passed along to the OWNER.

   b. The ENGINEER will conduct a database search to determine the presence or absence of Threatened/Endangered Species (T&E) within the project area.

   c. This statement of work does not include provisions for the ENGINEER to prepare additional Section 7 Informal Consultation (e.g. preparation of Biological Assessments),

Section 7 Formal Consultation, and species-specific field surveys. However, if the agencies identify the presence of RTE Species within the project area, the ENGINEER can provide additional services for continuing into either the informal or formal Section 7 consultation process. As such, such work will be considered an additional service.

d. The ENGINEER will conduct a database search to determine the presence or absence of known cultural resources within the project area. No significant cultural resources are expected and no additional archaeological, historical, or cultural field surveys are included in the scope of work. If required, cultural and historic surveys can be provided as additional services.

e. All appropriate Flood Insurance Rate Maps (FIRM) and Flood Boundary and Floodway Maps (FBFM) for the project area will be evaluated by and included in the permit application package developed for the project. No floodplain impacts are expected, and scope does not include hydrologic and hydraulic engineering analysis.

f. Other than adherence to standard practice for erosion controls and stormwater management, utility projects are generally exempt from water quality impact assessments per the Chesapeake Bay Act. It is not anticipated that the ENGINEER will be required to evaluate baseline water quality conditions and the potential environmental consequences on affected watersheds and surface waters for compliance with Resource Protection Areas (RPA).

g. This proposal does not include costs for a Phase I Environmental Site Assessment per ASTM 1527-13 or retrieval of an Environmental Data Resources (EDR) report for the proposed project alignment. However, if deemed a project requirement, the ENGINEER can provide Phase I ESA(s) as an additional service.

h. As part of the regulatory permit applications, potential construction impacts (permanent and temporary) will be reviewed in detail to evaluate and identify mitigation measures required for the project, if appropriate.

i. A concise letter report outlining the findings from the above natural resource evaluations and associated agency discussions will be prepared to support a subsequent permit application.

3. Historic Resources Evaluation

   The ENGINEER shall conduct a search of archival records from the Virginia Department of Historic Resources (VDHR) for archaeological sites, historic structures, or historic districts within or in close proximity of the PROJECT.

4. Environmental Permitting

   a. The ENGINEER will evaluate regulatory permit requirements and conditions that will need to be established in order to identify and apply for required federal, state and/or local environmental permits for the referenced project. The resulting information will be evaluated with results included in the appropriate permit applications and submitted to the appropriate agencies. It is anticipated that one (1) field meeting with the aforementioned agencies will be required to evaluate resources within the project area as part of the permit process to adhere to applicable state, federal, and local regulatory requirements. As part of this effort,

the ENGINEER will track the status of the permit applications throughout the review process.

b. The ENGINEER will coordinate the field meetings with the resource agencies and appropriate team members. The purpose of these field site visits is to obtain comments from the resource agencies on possible design revisions based on environmental or engineering areas of concern. Following all field trips and regulatory and resource agency meetings, the ENGINEER will summarize regulatory and resource agency comments and will prepare an action plan and respond to comments as necessary.

5. Joint Permit Application

Based on available project area information, this proposal anticipates that an Individual Department of the Army Permit will not be required for the project and that the submittal of a Joint Permit Application (JPA) will be sufficient for the relative agencies (such as USACE and VMRC) to verify the project qualifies for a Nationwide Permit 58. Because we anticipate a permit from USACE and VMRC, we do not anticipate a permit from the VWPP Program. While we anticipate a VWP waver, VDEQ may request a 401 individual permit review. Additional information requests to satisfy an individual permit review and not included in the proposal. Information including a summary alternatives analysis, avoidance and minimization measures and environmental impact information must be included in the permit application. Processing time usually takes 60 to 120 days. The application will be prepared based on the surveyed drawings of the wetland limits as confirmed by the USACE and site plans of the proposed project. This proposal assumes the OWNER will pay all JPA permit fees and compensatory mitigation fees associated with the project, if applicable.

A maximum of two (2) meetings will be attended in conjunction with this task. In addition,

a. Following all field trips and regulatory agency meetings, the ENGINEER will summarize regulatory agency comments and will prepare an action plan and response to comments as appropriate.

b. Submittal of an electronic copy of the DRAFT Joint Permit Application for the Owner's review and signature.

c. Submittal of three (3) hardcopies of the FINAL Joint Permit Application for the OWNER's project files. The FINAL Joint Permit Application will be submitted to the resource agencies electronically.

6. Construction General Permit for Stormwater and Stormwater Pollution Prevention Plan (SWPPP)

The ENGINEER will prepare a template SWPPP for the Contractor to update during construction. Contractor will be responsible for the CGP, SWPPP, E&SC measures, and associated inspections.

I. VDOT Coordination

The PROJECT is located along VDOT owned roadways. It is anticipated that VDOT may have plans to widen this road in the future. Based on this, it is assumed that coordination (and at least three meetings) with VDOT will be necessary. Roadway related issues will be coordinated with VDOT. It is assumed the ENGINEER will have three meetings with VDOT to discuss this project, including future road and right-of-way widening, utility location, traffic control, erosion and sediment control requirements, etc. As-built roadway drawings will be obtained, if available. The ENGINEER will also determine if there is any scheduled VDOT work in the project area and coordinate accordingly. If required, additional review meetings with VDOT can be provided as additional services.

J. Preliminary Engineering Report

The ENGINEER shall prepare and submit one electronic copy in .pdf format (via email) and two hard copies of an abridged Draft Preliminary Engineering Report (PER), which will document the data collected and evaluated, and will include a Design Criteria Memorandum that will serve as the basis of design for the PROJECT. The Draft PER will include the following design assumptions, calculations and recommendations, based on consultation with OWNER staff and Wastewater:

- Project Description
- Results of Preliminary Environmental Investigations
- Results of Preliminary Historic/Cultural Resources Research
- Pipe route, connections to existing water line, and fire hydrant connections
- Alternative pipe materials options
- Preliminary opinion of probable construction cost

The ENGINEER will conduct a Draft Preliminary Engineering Report (with Design Criteria Memorandum) review/coordination meeting with OWNER. The ENGINEER will provide meeting minutes to document the review meeting.

IV. Design Services

A. 60% Design

Utilizing the survey information provided by the ENGINEER's Subconsultant, the ENGINEER shall prepare plans, a specification table of contents (TOC), and opinion of probable construction cost for the PROJECT. Prepared sheets at the 60% design stage shall include cover, notes, proposed site plan, preliminary connection diagram, demolition plan, pipe alignment, preliminary ESC and traffic plan.

The ENGINEER shall submit one (1) copy of the plan set and specification TOC and one (1) electronic copy at the 60% submittal for the OWNER and update the preliminary engineer's opinion of probable construction cost for the project. The ENGINEER will participate in a 60% design review meeting to receive and discuss OWNER comments. The ENGINEER will provide meeting minutes to document the review meeting.

B. 90% Design

Based upon the OWNER's comments on the 60% submittal, the ENGINEER shall prepare 90% plans, detailed specification, and updated opinion of probable construction cost for the PROJECT. Prepared sheets at the 90% design stage shall include cover, notes, proposed site plan, connection plan, demolition plan, pipe alignment, detailed ESC and traffic plan.

The ENGINEER shall submit one (1) copy and one (1) electronic copy of the plan set and specifications at the 90% submittal for the OWNER and update the preliminary engineer's opinion of probable construction cost for the project. The ENGINEER will prepare and submit an application to Spotsylvania County Planning. The Engineer will participate in a 90% design review meeting with Planning and Utilities to receive and discuss OWNER comments. The ENGINEER will provide meeting minutes to document the review meeting.

C. Final Design

Based on review comments of the 90% design documents provided by the OWNER, the ENGINEER shall revise and complete the design, and submit one (1) set each of the 100% contract documents and one (1) electronic copy for review and approval.

V. Bidding and Award Services

The ENGINEER understands that all bid document modifications and coordination shall be approved through the Purchasing Department.

A. Bid Advertisement

The ENGINEER will assist and coordination with OWNER to develop the bid advertisement. It is assumed the OWNER will prepare and place advertisements for the construction of the project.

B. Bid Distribution

The ENGINEER will distribute all bid documents to the potential bidders. Potential bidders will purchase the bid documents directly from the ENGINEER and will make their payment to the ENGINEER. This will be described in the Invitation to Bid. The ENGINEER will coordinate with the reproduction company to deliver the drawings and specifications to the Plan Rooms and the OWNER.

C. Pre-Bid Conference

The OWNER will coordinate and lead the pre-bid construction conference. The ENGINEER will attend if requested.

D. Addenda

The ENGINEER will assist the County with up to three (3) addenda for the OWNER'S approval. Upon the OWNER'S approval, the ENGINEER will distribute the addenda to all plan holders.

E. Bid Opening

The ENGINEER will attend the bid opening.

F. Bid Review and Recommendation

The ENGINEER will tabulate the bids and review the two lowest apparent bidder qualifications. Based on the review, the ENGINEER will prepare and submit a recommendation to the OWNER, in accordance with the OWNER'S recommendation requirements.

G. Conformed Documents

The ENGINEER will prepare an electric copy of the conformed documents for the OWNER.

VI. Construction Administration Services

This task consists of day-to-day supervision of the project staff, communication and coordination with the OWNER attendance at meetings, shop submittal reviews, start-up services, budget and schedule monitoring and control, and project documentation.

A. Project Management:

This task consists of coordination with the OWNER, day-to-day supervision of project staff, communication, project documentation, budget and schedule monitoring and control.

B. Pre-construction meeting:

Conduct pre-construction meeting and prepare minutes for the project. It is anticipated that there will be only one contractor for the PROJECT.

C. Monthly Progress meetings:

Conduct monthly progress meetings with the Contractor prepare minutes.

D. Shop submittals:

Establish a system to track the status of shop submittals. Review approximately 20 to 25 individual shop (product) submittals for conformance to the contract documents. Our fee is based upon on one (1) review for each shop drawing only. Any packages that do not conform to specified requirements will be returned without being reviewed.

E. Contractor requested change orders and request for information:

Review change order requests, requests for information, and provide recommendations to the OWNER. Our fee is based on assisting with up to two (2) change orders and four (4) request of information.

F. Record Drawings:

Prepare record drawings based on as-built information provided by the Contractor.

G. Coordinate Start-up Services:

Assist the Contractor and OWNER during start-up of the line.

H. Close-out Services:

Prepare a final punch-list of deficient items identified during start-up services and associated final inspection of project area. Review punch-list items with the Contractor to confirm completion and provide recommendation on final payment if requested by the OWNER.

VII. Schedule

The ENGINEER shall submit the documents at the milestones set below.

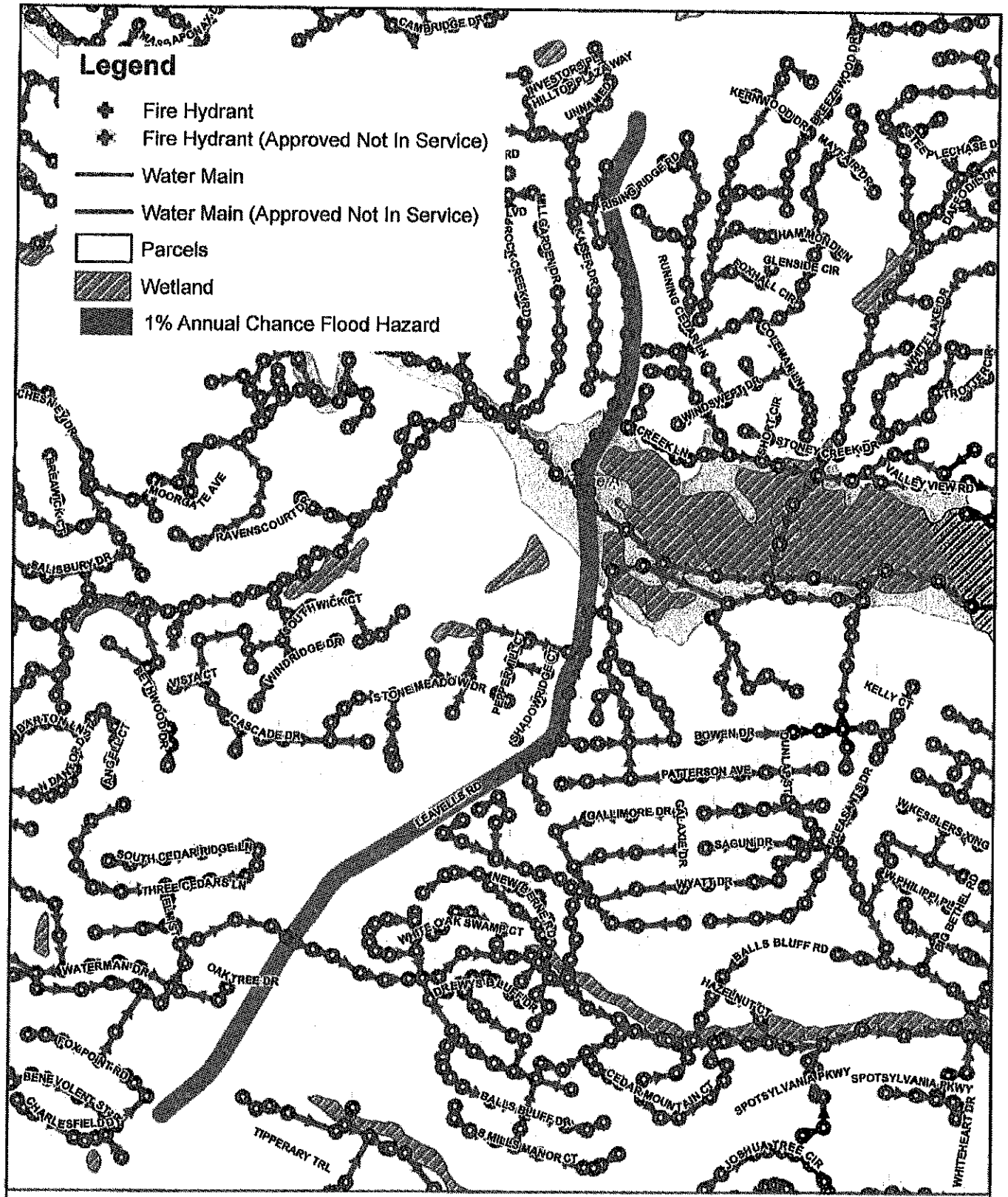
Deliverable	Milestone Completion
Preliminary Engineering Report	18 weeks from receipt of data and information
60% Submittal	12 weeks from Notice to proceed for Design phase services
90% Submittal	8 weeks from receipt of 60% and site plan review comments
100% Submittal	4 weeks from receipt of 90% and site plan review comments and accompanying permits

VIII. Fee Estimate

See attached Fee Summary

Ronald B. Smith, P.E.
Vice President

Stephen T. Crowe, P.E.
Project Manager


Legend
Fire Hydrant
Fire Hydrant (Approved Not In Service)
Water Main
Water Main (Approved Not In Service)
Parcels
Wetland
1% Annual Chance Flood Hazard
CAMBRIDGE DR
INVESTORS PL
HILLTOP PLAZA WAY
UNNAMED
KERNWOOD DR
BREEZEWOOD DR
STEEPLECHASE D
MAYTAG DR
DARTFORD DR
RISING RIDGE RD
ROCK CREEK RD
BELLGARDEN DR
CLASSER DR
RUNNING CEDAR LN
HAMMOR DWN
GLENSIDE CIR
FOXHALL CIR
COLEMAN LN
WHITE LAKE DR
TROTTER CIR
WINDSWEPT DR
CREEK LN
SHORT CIR
STONEY CREEK DR
VALLEY VIEW RD
CHESNEY DR
BRIARWICK CT
MOORGATE AVE
RAVENSCOURT DR
SALISBURY DR
SOUTHWICK CT
WINDRIDGE DR
VISTA CT
CASCADE DR
STONEMEADOW DR
PEBBLEBROOK CT
SHADOWRIDGE CT
KELLY CT
BOWEN DR
PATTERSON AVE
GUINEVERE ST
CALEDONIA DR
CALAIS DR
SAGUN DR
WYATT DR
WAKEFIELD DR
WAKEFIELD KING
PHILIPPI PL
BETHEL CT
LEAVELLE RD
SOUTH CEDAR RIDGE LN
THREE CEDARS LN
NEW BERNE RD
WHITE OAK SWAMP CT
BALLS BLUFF RD
HAZELNUT CT
OAK TREE DR
WATERMAN DR
DREWYS BLUFF DR
FOX POINT RD
BENEVOLENT WAY
CHARLESFIELD DR
TIPPERARY TRL
BALLS BLUFF DR
CEDAR MOUNTAIN CT
SPOTSYLVANIA PKWY
SPOTSYLVANIA PKWY
WHITEHEART DR
JOSHUA TREE CIR
N
0
550
1,100
2,200
Feet
Spotsylvania County
August 2021
AECOM

FEE SUMMARY
LEAVELLS ROAD 24-INCH WATER MAIN
DESIGN, BIDDING AND AWARD, AND CONSTRUCTION ADMINISTRATION SERVICES
SEPTEMBER 2021

	Task	Fee
II	**PROJECT MANAGEMENT SERVICES**	**$39,338.00**
III	**PRELIMINARY DESIGN SERVICES**	**$258,138.59**
	Preliminary Design Services	$89,860.00
	Survey Subcontractor	$63,488.00
	Utility Subcontractor	$43,736.59
	Easement Subcontractor	$0.00
IV	**DESIGN SERVICES**	**$185,532.00**
	60% Design	$50,212.00
	90% Design	$93,362.00
	Final Design	$41,958.00
V	**BIDDING AND AWARD SERVICES**	**$16,004.00**
VI	**CONSTRUCTION ADMINISTRATION SERVICES**	**$79,318.40**

TOTAL PROJECT FEE **$578,330.99**

FEE BREAKDOWN
LEAVELLS ROAD 24-INCH WATER MAIN
DESIGN, BIDDING AND AWARD, AND CONSTRUCTION ADMINISTRATION SERVICES
SEPTEMBER 2021

	Staff Category	Principal	Project Manager	Value Engineer/ Senior Technical Advisor	Operations Engineer	Senior Architect/ Engineer (IV)	Quality Control/ Department Head	Project Architect/ Engineer (III)	Staff Architect/ Engineer (II)	Engineering Designer/ Engineer (I)	Project Representative	CAD Technician	Administrative Assistant	Survey Crew	Survey Coordinator	Senior Environmental Scientist/ GIS Specialist	Environmental Engineer/ GIS Specialist	Construction Engineer	Resident Project Engineer	Resident Project Representative	Cost Estimator	Labor Cost Summary	Other Direct Costs (ODCs)	Subcontractor Cost Summary	Task Cost Summary
	Billing Rate	$225	$170	$240	$190	$160	$150	$127	$97	$90	$114	$78	$70	$145	$103	$123	$78	$170	$123	$96	$120				
	Task																								
II	PROJECT MANAGEMENT SERVICES	0	180	27	0	0	0	0	0	10	0	0	15	0	0	0	0	0	0	0	0				
A	Project Management and Administration	0	160	27	0	0	0	0	0	10	0	0	15	0	0	0	0	0	0	0	0	$39,030.00	$308.00	$0.00	$39,338.00
	Project Management (130 wks)		130																						
	Invoicing and Progress Reports (30 mos)		30	15									15												
	Meetings (5)		20	12						10															
																							$ 308.00		
III	PRELIMINARY DESIGN SERVICES	0	138	24	0	84	0	72	0	112	0	40	16	0	0	88	104	0	0	0	40	$89,860.00	$200.00	$168,078.59	$258,138.59
A	Collect Existing Data		4			4				8															
B	Survey and Mapping		16							8		16	4											$60,854.00	
	Survey Subcontractor - Pre-Design Services																							$63,448.00	
	Survey Subcontractor - Post-Design Services																								
C	Project Stakeholder Coordination		16			40							4											$43,736.59	
D	Utility Location		16			40							4												
	Utility Subcontractor																								
E	Easement Coordination /Acquisition/Plats		16										4												
	Easement Subcontractor (additional services)																								
F	Geotechnical Services (additional services)																								
G	Soil Corrosion Review (additional services)																								
H	Environmental Services																								
	Wetland Desktop Review		2									4				8	8								
	Wetland Field Delineation											4				16	16								
	Develop Wetland Findings and submit to the Corps and VDEQ							32								16	24								
	Conduct Pre-Application Meeting with Corp / VDEQ		8													8	8								
	Prepare Joint Permit Application		2									8				24	40								
	Prepare CBPA and RPA Applications		2													8	8								
I	VDOT Coordination		16	4						16		8													
J	Preliminary Engineering Report		40	20				40		80						8					40		$200.00		

	Staff Category	Principal	Project Manager	Value Engineer/ Senior Technical Advisor	Operations Engineer	Senior Architect/ Engineer (IV)	Quality Control/ Department Head	Project Architect/ Engineer (III)	Staff Architect/ Engineer (II)	Engineering Designer/ Engineer (I)	Project Representative	CAD Technician	Administrative Assistant	Survey Crew	Survey Coordinator	Senior Environmental Scientist/ GIS Specialist	Environmental Engineer/ GIS Specialist	Construction Engineer	Resident Project Engineer	Resident Project Representative	Cost Estimator	Labor Cost Summary	Other Direct Costs (ODCs)	Subcontractor Cost Summary	Task Cost Summary
IV	DESIGN SERVICES	0	339	10	0	46	72	0	0	365	0	600	68	0	0	104	0	0	0	0	64	$185,232.00	$ 300.00	$0.00	$185,532.00
A	60% Design	0	102	4	0	0	24	0	0	114	0	162	0	0	0	12	0	0	0	0	32	$50,112.00	$ 100.00	$0.00	$50,212.00
	Site Walk		8							8		4				8									
	Develop preliminary alignment plans		4	2						4		4				4									
	Evaluate connections		2							4															
	Cover Sheet		4							4		8													
	Key Sheet		4							4		8													
	General Notes		4							4		8													
	Plan & Profile		8							8		16													
	Plan & Profile		8							8		16													
	Plan & Profile		8							8		16													
	Plan & Profile		8							8		16													
	Plan & Profile		8							8		16													
	Plan & Profile		8							8		16													
	Plan & Profile		8							8		16													
	Standard Details		2							2		4													
	Standard Details		2							2		4													
	Miscellaneous Details		0							0		0													
	Miscellaneous Details		0							0		0													
	Miscellaneous Details		0							0		0													
	E&S Plan		0							0		0													
	E&S Plan		0							0		0													
	E&S Plan		0							0		0													
	E&S Plan		0							0		0													
	E&S Plan		0							0		0													
	E&S Plan		0							0		0													
	E&S Plan		0							0		0													
	E&S Notes		0							0		0													
	E&S Details		0							0		0													
	E&S Details		0							0		0													
	Pollution Prevention Plan		0							0		0													
	Traffic Control Plan		0							0		0													
	Traffic Control Plan		0							0		0													
	Traffic Control Plan		0							0		0													
	Traffic Control Plan		0							0		0													
	Traffic Control Details and Notes		0							0		0													
	Traffic Control Details and Notes		0							0		0													
	Specification TOC		2							8															
	Cost Estimate		4	2						8											32				
	Quality Review		8				24			8		8													
	Submit to Client		2							2		2											5100.00		

	Staff Category	Principal	Project Manager	Value Engineer/ Senior Technical Advisor	Operations Engineer	Senior Architect/ Engineer (iv)	Quality Control/ Department Head	Project Architect/ Engineer (iii)	Staff Architect/ Engineer (ii)	Engineering Designer/ Engineer (i)	Project Representative	CAD Technician	Administrative Assistant	Survey Crew	Survey Coordinator	Senior Environmental Scientist/ GIS Specialist	Environmental Engineer/ GIS Specialist	Construction Engineer	Resident Project Engineer	Resident Project Representative	Cost Estimator	Labor Cost Summary	Other Direct Costs (ODCs)	Subcontractor Cost Summary	Task Cost Summary
B	90% Design	0	164	10	0	40	24	0	0	166	0	334	16	0	0	56	0	0	0	0	16	$83,282.00	$ 100.00	$0.00	$83,382.00
	Address Client Comments		8	4						16		32													
	Detail tie-in connections		4	4						8		16													
	Develop site restoration requirements		4							4		16													
	Cover Sheet		1							1		2				5									
	Key Sheet		1							1		2													
	General Notes		2							2		4													
	Plan & Profile		4							4		8													
	Plan & Profile		4							4		8													
	Plan & Profile		4							4		8													
	Plan & Profile		4							4		8													
	Plan & Profile		4							4		8													
	Plan & Profile		4							4		8													
	Plan & Profile		4							4		8													
	Standard Details		1							1		2													
	Standard Details		1							1		2													
	Miscellaneous Details		2							2		4													
	Miscellaneous Details		2							2		4													
	Miscellaneous Details		2							2		4													
	E&S Plan		6							0		12				6									
	E&S Plan		6							0		12				6									
	E&S Plan		6							0		12				6									
	E&S Plan		6							0		12				6									
	E&S Plan		6							0		12				6									
	E&S Plan		6							0		12				6									
	E&S Plan		6							0		12				6									
	E&S Notes		2							2		4													
	E&S Details		2							2		4													
	E&S Details		2							2		4													
	Pollution Prevention Plan		2							2		4													
	Traffic Control Plan		2			8				8		16													
	Traffic Control Plan		2			8				8		16													
	Traffic Control Plan		2			8				8		16													
	Traffic Control Plan		2			8				8		16													
	Traffic Control Details and Notes		2			4				4		8													
	Traffic Control Details and Notes		2			4				4		8													
	Develop Division 0 Documents		8							4			16												
	Develop Division 1 Documents		8							4			16												
	Develop Technical Specifications		16							24			24												
	Cost Estimate		4	2						8															
	Quality Review		8				24			8		8									16				
	Submit to Client		2							2		2											$100.00		

	Staff Category	Principal	Project Manager	Value Engineer/ Senior Technical Advisor	Operations Engineer	Senior Architect/ Engineer (IV)	Quality Control/ Department Head	Project Architect/ Engineer (III)	Staff Architect/ Engineer (II)	Engineering Designer/ Engineer (I)	Project Representative	CAD Technician	Administrative Assistant	Survey Crew	Survey Coordinator	Senior Environmental Scientist/ GIS Specialist	Environmental Engineer/ GIS Specialist	Construction Engineer	Resident Project Engineer	Resident Project Representative	Cost Estimator	Labor Cost Summary	Other Direct Costs (ODCs)	Subcontractor Cost Summary	Task Cost Summary
C	Final Design	0	73	5	0	6	24	0	0	85	0	104	12	0	0	42	0	0	0	0	16	$41,858.00	$ 100.00	$0.00	$41,958.00
	Address Client Comments		8	4						16		32													
	Cover Sheet		1							1		2													
	Key Sheet		1							1		2													
	General Notes		1							1		2													
	Plan & Profile		1							1		2													
	Plan & Profile		1							1		2													
	Plan & Profile		1							1		2													
	Plan & Profile		1							1		2													
	Plan & Profile		1							1		2													
	Plan & Profile		1							1		2													
	Plan & Profile		1							1		2													
	Standard Details		0							0		0													
	Standard Details		0							0		0													
	Miscellaneous Details		1							1		2													
	Miscellaneous Details		1							1		2													
	Miscellaneous Details		1							1		2													
	E&S Plan		1							1		2													
	E&S Plan		1							1		2				6									
	E&S Plan		1							1		2				6									
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	E&S Plan		1							1		2				6									
	E&S Notes		1							1		2				6									
	E&S Details		1							1		2													
	E&S Details		1							1		2													
	Pollution Prevention Plan		1							1		2													
	Traffic Control Plan		1			1				1		2													
	Traffic Control Plan		1			1				1		2													
	Traffic Control Plan		1			1				1		2													
	Traffic Control Plan		1			1				1		2													
	Traffic Control Details and Notes		1			1				1		2													
	Traffic Control Details and Notes		1			1				1		2													
	Develop Division 0 Documents		8							4			4												
	Develop Division 1 Documents		8							4			4												
	Develop Technical Specifications		8							16			4												
	Cost Estimate		1	1						4															
	Quality Review		8				24			8		8									16				
	Submit to Client		2							2		2													
V	BIDDING AND AWARD SERVICES	0	36	13	0	0	0	0	0	62	0	8	8	0	0	0	0	0	0	0	0	$16,004.00	$100.00		
A	Bid Advertisement		2	1						2												$0.00	$0.00	$0.00	$16,004.00
B	Bid Distribution		8							20			8												
C	Pre-Bid Conference		8	8						8															
D	Addenda		8	4						16															
E	Bid Opening		4							4															
F	Bid Review and Recommendations		4							4															
G	Conformance Documents		2							8		8													
VI	CONSTRUCTION ADMINISTRATION SERVICES	0	285	16	0	0	0	0	0	196	0	96	8	0	0	0	0	0	0	0	8	$78,148.00	$ 1,170.60	$0.00	$79,318.60
A	Project Management (18 mos)		144																				$ 61.60		
B	Pre-Construction Meeting		8	8						8															
C	Monthly Progress Meetings (18 mos)		72							72													$ 1,108.80		
D	Shop Submittals (assume 20 submittals)		10	8						40															
E	Contractor Requested Change Orders and RFIs (assume 2 COs, 4 RFIs)		12							12															
F	Record Drawings (32 sheets)		16							48		96													
G	Coordinate Start-up Services		8							8															
H	Close-out Services		25							8			8												
																					TOTALS	$408,274.00	$1,578.40	$168,078.59	$578,330.99

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	October 26, 2021
Title:	Approval of Task Order to AECOM Technical Services, Inc. for Route 1 Sewer Replacement
Type:	Action
Agenda Title:	Approval of Task Order to AECOM Technical Services, Inc. for Route 1 Sewer Replacement
Recommendation:	Approve Task Order to AECOM Technical Services, Inc. in the amount of $559,671.31 for design, bidding and award and construction administration services for the Route 1 Sewer Replacement project. The Task Order has been reviewed and approved as to form by the County Attorney's Office.
Summary:	Services under this Task Order are for engineering design services for replaclement of approximately 5,000 LF of existing 18-inch gravity sewer with new 30-inch gravity main from near the intersection of Spotsylvania Parkway, north along unnamed tributary west of Jefferson Davis Highway. The work authorized by this contract shall be for engineering services related to the Route 1 Sewer Replacement Project. Procurement Policy for individual Task Orders was followed and the details concerning the Consultant's responsibilities for this particular task are included in the attached Task Order and AECOM Technical Services, Inc. Proposal.
Financial Impact:	Adequate funding is budgeted and appropriated within project SR2202, for award of this contract for this purpose.
Staff Contacts:	Ben Loveday, Assistant County Administrator, Toni Vaughan, Procurement Division Administrator
Legal Counsel:	Will Moore, Senior Assistant County Attorney
	The Task Order is signed by vendor and County Attorney's Office and is attached. This Task Order is

in compliance with current Contract #21-07-TV-01 for professional engineering 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:

Failure to approve this task order may impact the County's ability to adequately collect and convey sanitary sewer flow from existing and approved development as well as future expected growth. Failure to approve this task order may also result in potential impacts to public health and the environment as a result of limited sanitary sewer capacity.

ATTACHMENTS:

File Name	Description	Type
Project_Budget_Wrksht_-_Rt._1_Sewerline.pdf	Project Budget Worksheet AECOM task order Rt. 1 Sewer Replacement	Backup Material
Task_Order__AECOMTechnical_Services_Inc_for_novus.pdf	Task Order AECOM Rt. 1 Sewer Replacement	Agreement

SPOTSYLVANIA COUNTY

Rt. 1 18" Line Upgrade

Project Budget Worksheet
Project # SR2202

	Current Balance (as of Oct. 13, 2021)	Revisions (Oct. 26, 2021)	Revised Balance (Oct. 26, 2021)
Project Costs:			
Design	$996,538	($559,671)	$436,867
AECOM Technical Services, Inc.	$0	$559,671	$559,671
Construction	$0	$0	$0
Total Project Costs	**$996,538**	**$0**	**$996,538**
Project Funding:			
Cash	$996,538	$0	$996,538
Total Project Funding	**$996,538**	**$0**	**$996,538**

TASK ORDER FOR
SPOTSYLVANIA COUNTY CONTRACT AGREEMENT
FOR PROFESSIONAL SERVICES
Contract #21-07-TV-01

In accordance with the Spotsylvania County Contract Agreement for Professional Services this Task Order and Proposal for Route 1 Sewer Replacement is made as of _____ ____, 2021 by and between Spotsylvania County, a political subdivision of the Commonwealth of Virginia, ("COUNTY"); and AECOM TECHNICAL SERVICES, INC., a California 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 May 26, 2021 to provide professional engineering services as necessary to support certain Spotsylvania County Utilities/Public Works Department projects (hereinafter the "AGREEMENT"), and

NOW, THEREFORE, the COUNTY and the CONSULTANT, 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 August 20, 2021 and revised on September 17, 2021 and prepared by CONSULTANT attached hereto, and made a part hereof. This Task Order and Proposal for Route 1 Sewer Replacement shall not exceed FIVE HUNDRED FIFTY-NINE THOUSAND SIX HUNDRED SEVENTY-ONE DOLLARS AND THIRTY-ONE CENTS ($559,671.31).

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 Route 1 Sewer Replacement 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

AECOM TECHNICAL SERVICES, INC.

By:_____ 10/13/21
Ronald Smith — Dated
Vice President

Approved as to form:

_____ 10-18-21
County Attorney — Dated

SPOTSYLVANIA COUNTY DEPARTMENT OF UTILITIES
ROUTE 1 SEWER REPLACEMENT
DESIGN, BIDDING AND AWARD, AND CONSTRUCTION ADMINISTATION SERVICES

SCOPE OF WORK
August 20, 2021 (revised September 17, 2021)

I. Project Descriptions and Objectives

This project includes the investigation, survey, design, bidding and award, and construction administration services for the replacement of approximately 5,000 LF of existing 18-inch gravity sewer with new 30-inch gravity main from near the intersection of Spotsylvania Parkway, north along an unnamed tributary west of Jefferson Davis Highway (hereinafter referred to as the "PROJECT"). This PROJECT correlates to CIP projects:

- MIS-2 Replace 18-inch gravity main with 30-inch gravity main from near Spotsylvania Parkway, along an unnamed tributary to near Jefferson Davis Highway;
- MIS-3 This project includes replacement of the existing 18-inch gravity main with a new 30-inch gravity main from Mills Drive, north along Jefferson Davis Highway to Southpoint Drive (1902 ft). The purpose of this project is to serve rezoned parcels and future projected residential growth located south and west of the area. The timing for construction of this project is dependent on growth projections for the residential areas located upstream of the project area; and
- MIS-7 This project includes replacement of the existing 18-inch gravity main with a new 30-inch gravity main from behind Onyx Court, north along an unnamed tributary to near Spotsylvania Parkway (922 ft). The purpose of this project is to serve future customers and growth stemming from rezoned parcels and projected development south of the project area. The timing for construction of this project is dependent on growth projections for areas located upstream of the project area.

The project area is illustrated on the attach figure.

The County has determined that the capacity of this gravity main needs to be increased. The upstream and downstream connection manholes are approximated and will be finalized through the coordination with the County during this project and documented in a Preliminary Engineering Report (PER).

For the purposes of this scope of work AECOM Technical Services, Inc. and its subcontractors will be known as "ENGINEER", and the Spotsylvania County Department of Utilities will be known as "OWNER".

Julie Monat 9/17/21
SR2202

II. Project Management Services

A. Project Management and Administration

1. Manage design efforts per scope, schedule, and budget.
2. Prepare monthly invoices and corresponding progress reports detailing accomplishments, future milestones, and any outstanding issues.
3. Coordinate with the Owner to provide updates and progress details.
4. The ENGINEER shall conduct a kick-off meeting with the OWNER to review project objectives and coordination requirements. Subsequent coordination and associated design review/progress meetings will be held throughout the design effort to provide updates and discuss outstanding needs. Minutes will be prepared and distributed for each meeting. A total of up to five (5) in-person meetings are anticipated

III. Preliminary Design Services

A. Collect existing data and documentation.

Perform follow-up research and review of available updated records and other related data within the project area as may be applicable to the PROJECT. The ENGINEER will obtain records from the OWNER, public and private utility companies, other County departments and agencies to determine locations of existing and/or newly installed utilities and associated facilities and ascertain locations and new plans of proposed development within the project area.

It is anticipated that the OWNER will provide all available records and/or updated documents including but not limited to record drawings, GIS mapping, reports, studies, flow data, hydraulic modeling results and/or associated technical memoranda, and other relevant data.

B. Survey and Mapping.

The survey limits for this project will be generally reference from the existing sanitary sewer line and approximately 150 ft wide in order to allow for possible alternative routing to avoid the wetlands and creek near the existing sewer line. This project will be referenced horizontally to the Virginia State Plane Coordinate System, South Zone, NAD83/1993 (HARN) and vertically to the North American Vertical Datum of 1988 (NAVD88) utilizing County control disks. The project area and general survey limits are illustrated on the attached figure.

The ENGINEER will use data from the County GIS to prepare a list of properties falling within the survey limits. The ENGINEER will prepare and mail OWNER approved notification letters a minimum of 15 days prior to entry onto private property per Virginia Code Subsection 33.1-5. The ENGINEER'S field personnel will carry copies of the owner notification letter

Horizontal control points will be established along the length of the project corridor. Control points will be iron rods, PK nails, or other material most appropriate for resisting removal or destruction.

Benchmarks will be established along the length of the project corridor at approximate 1,000-foot intervals.

1. Pre-Design Services
   a. Property research
      - Review title reports provided by the acquisition team member.
      - Obtain utility construction plans from the County Utility Department for water and sewer infrastructure within the corridor.
      - Obtain record drawings of any utilities that were recently constructed.
      - Research and obtain Right of Way information from VDOT.
      - Obtain subdivision plans of record along the corridor from County Land Records.
   b. Initiate Owner Outreach
      - Prepare a letter of introduction addressed to each property owner of record.
      - Mail to Owner of Record based on Spotsylvania County Tax records. Mail an additional informational copy to any known tenants of the property based on available mailing addresses.
      - Written permission to enter upon the property will not be sought at this time, but rather will serve as notification that our staff will be entering upon the property for the purpose of survey work.
   c. Control survey
      - Locate any known monuments near both ends of the survey and at intermediate locations along the alignment. This would include GPS points.
      - Clear lines along control survey baseline. Establish survey control points along the alignment using iron rods, PK nails, or other forms of permanent control survey monumentation. Tie all control points.
      - Run a control survey along the entire alignment for horizontal and vertical control.
      - Complete baseline computations to ensure acceptable closure.
      - Establish GPS coordinates to all survey control points along the survey baseline.
      - Establish permanent vertical benchmarks along the control survey alignment at intervals of not more than 1000-foot spacings.
      - Locate and tie any existing boundary line monuments found along the alignment to the survey control baseline.
      - Prepare baseline control survey plan.
      - Overlay County GIS data on baseline control survey.
   d. Property Line Computations
      - Using plats and deeds of record, including title reports, compile property line information for properties along the survey alignment.

- Tie property line information to control baseline and existing monumentation found along the alignment.
- Using property line compilation, establish ties to baseline and return to field to determine if additional points can be located along the control baseline.
- Add additional property line points to the base plan and complete property line information in base plan.

e. Existing Conditions Survey (Within Full Survey Area Limits)

- Survey existing conditions along the alignment in accordance with the limits of work.
- Locate and dip all manholes along the alignment. Horizontal location and vertical elevation at each structure will be determined.
- Locate paint marks for all utilities that have been marked on the ground at the time of the survey.
- Locate other visible features on the ground including handholes, valves, hydrants, utility poles, curb, pavement, sidewalks, bollards, and signposts.
- Locate Wetland flags placed on the ground by other members of the team.
- Process all field data and prepare a base sheet of existing conditions at a scale of 1 inch equal to 20 feet.

f. Existing Conditions Survey (Within Additional MH Survey Area Limits)

- Locate and dip all manholes within the survey area. Horizontal location and vertical elevation at each structure will be determined.
- Process all field data and add to the base plan prepared under the previous survey task at a scale of 1 inch equal to 20 feet.

g. Alignment Adjustment Survey

- Following completion of the base survey and preparation of a base plan, our team will attend an alignment walk through with the County and other members of the team to make field adjustments to the improvement alignment.
- Survey alignment adjustments following a field walk with the design team. It is expected that these adjustments will be to structure locations thereby changing the alignment of the improvements.
- Revise the base plans and provide to the design team for their use in final design.

2. Post Design Services

a. Easement Exhibit Preparation

Based on a review of the GIS easement layer, the ENGINEER will prepare up to 16 Easement Exhibits.

- Superimpose CAD information provided by the design team on the base plans prepared as part of Pre-Design services.

- In coordination with the design team, establish where easements and/or land takings will be required. Easements may be in the form of temporary construction easements and/or permanent easements.
- Prepare Easement Exhibits for each individual easement required. The easement exhibits will include adequate information for the County Attorney to prepare a deed to accompany the easement exhibit.
- Provide easement areas for each easement to be secured by the County for use in preparation of compensation agreements.
- Submit the easement documents to the team for presentation to each individual property owner by our team's acquisition group.
- Exhibits will not be subject to full County planning staff review as an Easement Plat would, but rather to review only by the Utility Department staff tasked with that responsibility.
- Following receipt of County comments, the Exhibits will be modified as required and signed and sealed by a Licensed Professional Land Surveyor with original copies provided to the acquisition team for final review and approval by the property owner.

C. Project Stakeholder Coordination

The ENGINEER shall contact and conduct and/or assist the OWNER with coordination meetings with private and public utility companies, property owners and other agencies potentially impacted by the PROJECT to determine design and construction criteria for work within and around existing facilities and confirm availability or needs for private utilities to serve the proposed pump station site.

The ENGINEER shall submit two copies each of updated design plans to each utility company and other stakeholders at each submittal stage (60% and 90%) to allow them to review proposed improvements, verify locations of existing facilities, identify possible impacts and provide/return mark-ups to the ENGINEER. This effort will include follow-up coordination and/or meetings as required with potentially affected stakeholders (including but not limited to: Virginia Department of Environmental Quality (DEQ), Dominion Power, Verizon, VNG, Cox Communications) to discuss the project, seek information of planned development and/or projects, evaluate other potential impacts within the project area.

The ENGINEER shall conduct field coordination meetings with regulatory agency representatives as required and shall submit documents necessary for approval of other permits from the appropriate local, state and federal agencies, including but not limited to: DEQ. Three sets each of documents will be submitted to DEQ.

D. Utility Location

Utility Designation and Location: The ENGINEER will designate and locate all known underground utilities of available records to a Utility Quality Level B (QL-B) subsurface utility designation within the Detailed and Comprehensive Survey Corridors only.

E. Easement Coordination

1. Title and Valuation

   a. Property value to be determined, reviewed and approved. Determination will be either through completion of property valuation worksheet or via formal appraisal to determine property value and proposed companion to landowner. ENGINEER will review and approve any values provided. Any external costs associated with appraisal or property valuation is an extra cost passed through to Owner.

   b. A 30-year title search to the last conveyance of General Warranty title for each parcel in the easement areas. Title will be reviewed, and any encumbrances confirmed by outside reviewer. Cost of title research and review passed through to OWNER. Engineer will review and approve prior to commencement of work. Title will be forwarded to surveyor for use in compilation of survey.

2. Easement Negotiation

   a. Negotiations: Engineer will include all necessary activities to obtain voluntary conveyance from each property owner in accordance with the client's guidelines. The following tasks are included:

      1. Pre-Negotiations: includes preparation of all necessary documents for the offer package, review of the title report, initial contact with landowner.

      2. Negotiations: Includes contacting the property owner to present and explain easement offer, title report, construction plans, including phone calls, emails and personal visits; all necessary steps to obtain the partial executed easement agreement including gathering all necessary notarized signatures; confirmation of title objections with the property owner.

   b. Title Clearing: Engineer will work to clear any title encumbrances revealed through title work on an as needed basis at an extra cost billed hourly not included in standard pricing. This would include but not limited to the obtaining of a Subordination and Non-Disturbance Agreement from any lien holder on the property. In the event the lien holder delays or will not execute the SNDA, Engineer will contact the county to discussing whether to move forward without the executed document.

3. Closing and Recordation (30 to 45 days)

   Post Negotiations: Engineer will compile all paperwork for processing/signature for the County. Engineer will perform the recording of the plat/memorandum of easement; final report of all parcels as per County's directive.

   Properties that are unable to be acquired through standard easement acquisition process and proceed to eminent domain will be charged at an hourly rate for assistance provided that falls outside of current scope of work. Legal services are not included.

   Approved sample documents to be present to landowners for execution are to be provided by the County prior to commencement of work. In the event Engineer is to draft documents the costs of documents will be pass through expense.

F. Geotechnical Services

Geotechnical services will not be provided with these Design Services. The soils for this project will be unclassified. If soil testing is determined be necessary, the OWNER will issue a separate task order for this Work.

G. Soil Corrosion Review

Soil corrosion services will not be provided with these Design Services. PVC is the assumed material for this project. Alternative pipe material options will be discussed in the Preliminary Engineering Report.

H. Environmental Services

It is assumed that no state or federal funding is associated with this project, and therefore, no NEPA or state environmental reviews will be necessary. If NEPA and state environmental reviews are required, they will be provided as additional services.

1. Wetland Delineation and WOUS

   The ENGINEER will review readily available, published information including aerial photography, USGS topographic maps, the NRCS Soil Survey, and USFWS National Wetland Inventory Maps. The ENGINEER will prepare a GIS-based exhibit based on the forgoing information to facilitate and expedite the fieldwork. The ENGINEER will conduct the necessary fieldwork to delineate (flag the physical boundaries) all wetlands and Waters of the U.S. (WOUS) within the sewer project corridors pursuant to the USACE *Wetlands Delineation Manual* (1987) and subsequent USACE guidance including applicable *Regional Supplement*. Data sheets and an exhibit of the flagging will be prepared to document the wetland and upland communities as required for USACE review.

   Based upon the delineation, a 100-foot RPA buffer will be created and shown on the plan sheets. The RPA will not be delineated but estimated from the wetland and WOUS delineation.

2. Natural Resources Evaluation

   a. All desktop evaluations and database searches will be performed through publicly available systems. Private or fee-based reviews will be passed along to the OWNER.

   b. The ENGINEER will conduct a database search to determine the presence or absence of Threatened/Endangered Species (T&E) within the project area.

   c. This statement of work does not include provisions for the ENGINEER to prepare additional Section 7 Informal Consultation (e.g. preparation of Biological Assessments), Section 7 Formal Consultation, and species-specific field surveys. However, if the agencies identify the presence of RTE Species within the project area, the ENGINEER can

provide additional services for continuing into either the informal or formal Section 7 consultation process. As such, such work will be considered an additional service.

d. The ENGINEER will conduct a database search to determine the presence or absence of known cultural resources within the project area. No significant cultural resources are expected and no additional archaeological, historical, or cultural field surveys are included in the scope of work. If required, cultural and historic surveys can be provided as additional services.

e. All appropriate Flood Insurance Rate Maps (FIRM) and Flood Boundary and Floodway Maps (FBFM) for the project area will be evaluated by and included in the permit application package developed for the project. No floodplain impacts are expected, and scope does not include hydrologic and hydraulic engineering analysis.

f. Other than adherence to standard practice for erosion controls and stormwater management, utility projects are generally exempt from water quality impact assessments per the Chesapeake Bay Act. It is not anticipated that the ENGINEER will be required to evaluate baseline water quality conditions and the potential environmental consequences on affected watersheds and surface waters for compliance with Resource Protection Areas (RPA).

g. This proposal does not include costs for a Phase I Environmental Site Assessment per ASTM 1527-13 or retrieval of an Environmental Data Resources (EDR) report for the proposed project alignment. However, if deemed a project requirement, the ENGINEER can provide Phase I ESA(s) as an additional service.

h. As part of the regulatory permit applications, potential construction impacts (permanent and temporary) will be reviewed in detail to evaluate and identify mitigation measures required for the project, if appropriate.

i. A concise letter report outlining the findings from the above natural resource evaluations and associated agency discussions will be prepared to support a subsequent permit application.

3. Historic Resources Evaluation

The ENGINEER shall conduct a search of archival records from the Virginia Department of Historic Resources (VDHR) for archaeological sites, historic structures, or historic districts within or in close proximity of the PROJECT.

4. Environmental Permitting

a. The ENGINEER will evaluate regulatory permit requirements and conditions that will need to be established in order to identify and apply for required federal, state and/or local environmental permits for the referenced project. The resulting information will be evaluated with results included in the appropriate permit applications and submitted to the appropriate agencies. It is anticipated that one (1) field meeting with the aforementioned agencies will be required to evaluate resources within the project area as part of the permit process to adhere to applicable state, federal, and local regulatory requirements. As part of this effort, the ENGINEER will track the status of the permit applications throughout the review process.

b. The ENGINEER will coordinate the field meetings with the resource agencies and appropriate team members. The purpose of these field site visits is to obtain comments from the resource agencies on possible design revisions based on environmental or engineering areas of concern. Following all field trips and regulatory and resource agency meetings, the ENGINEER will summarize regulatory and resource agency comments and will prepare an action plan and respond to comments as necessary.

5. Joint Permit Application

Based on available project area information, this proposal anticipates that an Individual Department of the Army Permit will not be required for the project and that the submittal of a Joint Permit Application (JPA) will be sufficient for the relative agencies (such as USACE and VMRC) to verify the project qualifies for a Nationwide Permit 58. Because we anticipate a permit from USACE and VMRC, we do not anticipate a permit from the VWPP Program. While we anticipate a VWP waver, VDEQ may request a 401 individual permit review. Additional information requests to satisfy an individual permit review and not included in the proposal. Information including a summary alternatives analysis, avoidance and minimization measures and environmental impact information must be included in the permit application. Processing time usually takes 60 to 120 days. The application will be prepared based on the surveyed drawings of the wetland limits as confirmed by the USACE and site plans of the proposed project. This proposal assumes the OWNER will pay all JPA permit fees and compensatory mitigation fees associated with the project, if applicable.

A maximum of two (2) meetings will be attended in conjunction with this task. In addition,

a. Following all field trips and regulatory agency meetings, the ENGINEER will summarize regulatory agency comments and will prepare an action plan and response to comments as appropriate.
b. Submittal of an electronic copy of the DRAFT Joint Permit Application for the Owner's review and signature.
c. Submittal of three (3) hardcopies of the FINAL Joint Permit Application for the OWNER's project files. The FINAL Joint Permit Application will be submitted to the resource agencies electronically.

6. Construction General Permit for Stormwater and Stormwater Pollution Prevention Plan (SWPPP)

The ENGINEER will prepare a template SWPPP for the Contractor to update during construction. Contractor will be responsible for the CGP, SWPPP, E&SC measures, and associated inspections.

I. VDOT Coordination

The PROJECT is located adjacent and possibly under VDOT owned roadways. Based on this, it is assumed that coordination (and at least one meeting) with VDOT will be necessary. Roadway related issues will be coordinated with VDOT. It is assumed the ENGINEER will have one meeting with VDOT to discuss this project, including traffic control, boring/tunneling, erosion and sediment control requirements, etc. As-built roadway drawings will be obtained, if available. The ENGINEER will also determine if there is any scheduled VDOT work in the project area and coordinate accordingly. If required, additional review meetings with VDOT can be provided as additional services.

J. Preliminary Engineering Report

The ENGINEER shall prepare and submit one electronic copy in .pdf format (via email) and two hard copies of an Draft Preliminary Engineering Report (PER), which will document the data collected and evaluated, and will include a Design Criteria Memorandum that will serve as the basis of design for the PROJECT. The Draft PER will include the following design assumptions, calculations and recommendations, based on consultation with OWNER staff and Wastewater:

- Project Description
- Results of Preliminary Environmental Investigations
- Results of Preliminary Historic/Cultural Resources Research
- Pipe route, diameter and connection options to the existing sewer system (specifically whether to connect near SMMH009888-trunk sewer or near SMMH11721-Starbucks/Chick-fil-A)
- Alternative pipe materials options
- Preliminary opinion of probable construction cost

The ENGINEER will conduct a Draft Preliminary Engineering Report (with Design Criteria Memorandum) review/coordination meeting with OWNER. The ENGINEER will provide meeting minutes to document the review meeting.

IV. Design Services

A. 60% Design

Utilizing the survey information provided by the ENGINEER's Subconsultant, the ENGINEER shall prepare plans, a specification table of contents (TOC), and opinion of probable construction cost for the PROJECT. Prepared sheets at the 60% design stage shall include cover, notes, proposed site plan, bypass plan, demolition plan, pipe alignment, preliminary ESC and traffic plan.

The ENGINEER shall submit one (1) copy of the plan set and specification TOC and one (1) electronic copy at the 60% submittal for the OWNER and update the preliminary engineer's opinion of probable construction cost for the project. The ENGINEER will participate in a

60% design review meeting to receive and discuss OWNER comments. The ENGINEER will provide meeting minutes to document the review meeting.

B. 90% Design

Based upon the OWNER's comments on the 60% submittal, the ENGINEER shall prepare 90% plans, detailed specification, and updated opinion of probable construction cost for the PROJECT. Prepared sheets at the 90% design stage shall include cover, notes, proposed site plan, bypass plan, demolition plan, pipe alignment, detailed ESC and traffic plan.

The ENGINEER shall submit one (1) copy and one (1) electronic copy of the plan set and specifications at the 90% submittal for the OWNER and update the preliminary engineer's opinion of probable construction cost for the project. The ENGINEER will prepare and submit an application to Spotsylvania County Planning. The Engineer will participate in a 90% design review meeting with Planning and Utilities to receive and discuss OWNER comments. The ENGINEER will provide meeting minutes to document the review meeting.

C. Final Design

Based on review comments of the 90% design documents provided by the OWNER, the ENGINEER shall revise and complete the design, and submit one (1) set each of the 100% contract documents and one (1) electronic copy for review and approval.

V. Bidding and Award Services

The ENGINEER understands that all bid document modifications and coordination shall be approved through the Purchasing Department.

A. Bid Advertisement

The ENGINEER will assist and coordinate with OWNER to develop the bid advertisement. It is assumed the OWNER will prepare and place advertisements for the construction of the project.

B. Bid Distribution

The ENGINEER will distribute all bid documents to the potential bidders. Potential bidders will purchase the bid documents directly from the ENGINEER and will make their payment to the ENGINEER. This will be described in the Invitation to Bid. The ENGINEER will coordinate with the reproduction company to deliver the drawings and specifications to the Plan Rooms and the OWNER.

C. Pre-Bid Conference

The OWNER will coordinate and lead the pre-bid construction conference. The ENGINEER will attend if requested.

D. Addenda

The ENGINEER will assist the County with up to three (3) addenda for the OWNER'S approval. Upon the OWNER'S approval, the ENGINEER will distribute the addenda to all plan holders.

E. Bid Opening

The ENGINEER will not attend the bid opening.

F. Bid Review and Recommendation

If requested by the OWNER, the ENGINEER will tabulate the bids and review the two lowest apparent bidder qualifications. Based on the review, the ENGINEER will prepare and submit a recommendation to the OWNER, in accordance with the OWNER'S recommendation requirements.

G. Conformed Documents

The ENGINEER will prepare an electric copy of the conformed documents for the OWNER.

VI. Construction Administration Services

This task consists of day-to-day supervision of the project staff, communication and coordination with the OWNER attendance at meetings, shop submittal reviews, start-up services, budget and schedule monitoring and control, and project documentation.

A. Project Management:

This task consists of coordination with the OWNER, day-to-day supervision of project staff, communication, project documentation, budget and schedule monitoring and control.

B. Pre-construction meeting:

Conduct pre-construction meeting and prepare minutes for the project. It is anticipated that there will be only one contractor for the PROJECT.

C. Monthly Progress meetings:

Conduct monthly progress meetings with the Contractor and prepare minutes.

D. Shop submittals:

Establish a system to track the status of shop submittals. Review approximately 30 to 35 individual shop (product) submittals for conformance to the contract documents. Our fee is based upon on one (1) review for each shop drawing only. Any packages that do not conform to specified requirements will be returned without being reviewed.

E. Contractor requested change orders and request for information:

Review change order requests, requests for information, and provide recommendations to the OWNER. Our fee is based on assisting with up to two (2) change orders and four (4) request of information.

F. Record Drawings:

Prepare record drawings based on as-built information provided by the Contractor.

G. Coordinate Start-up Services:

This effort is not required on this project.

H. Close-out Services:

This effort is not required on this project.

VII. Schedule

The ENGINEER shall submit the documents at the milestones set below.

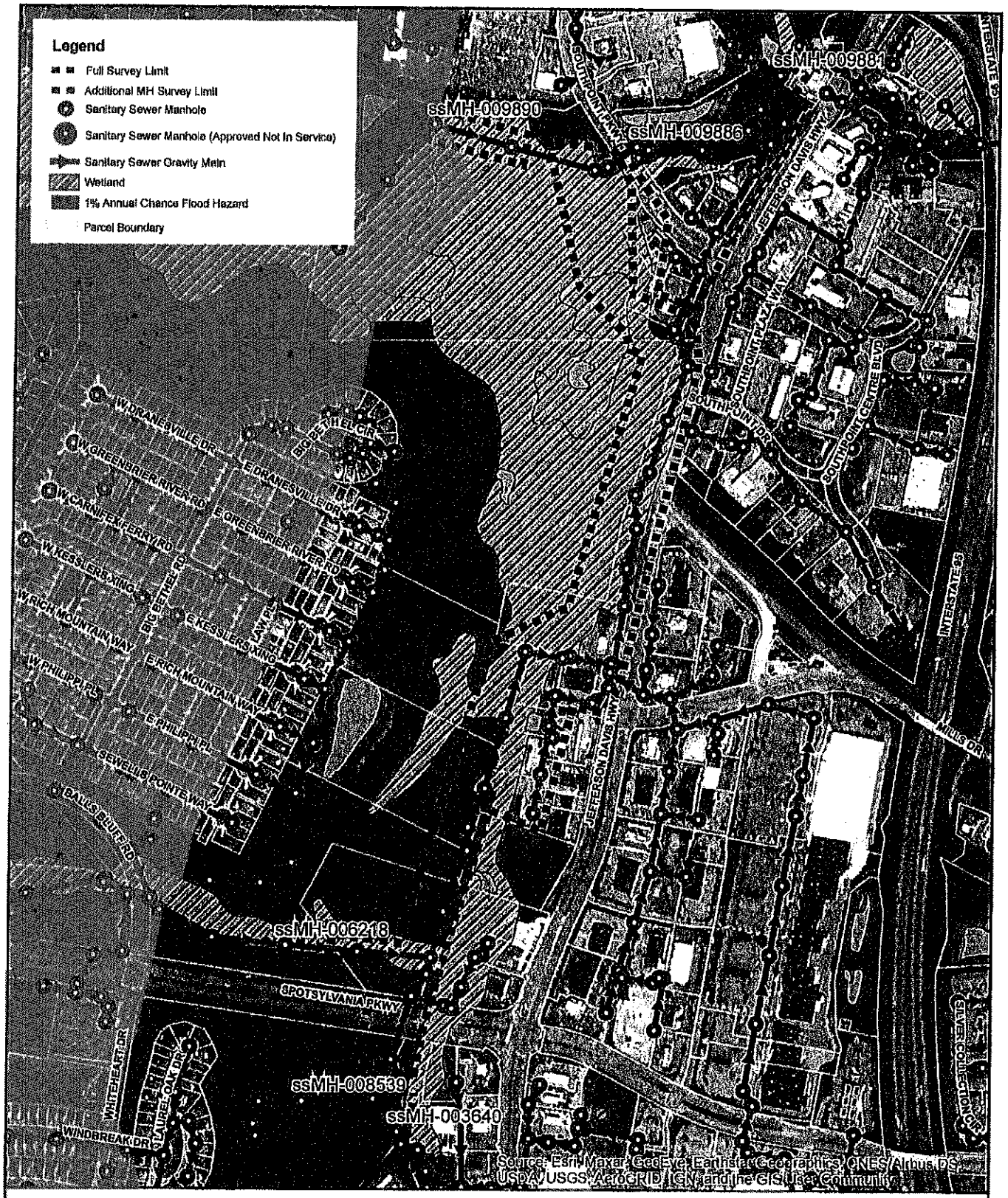
Deliverable	Milestone Completion
Preliminary Engineering Report	18 weeks from receipt of data and information
60% Submittal	8 weeks from Notice to proceed for Design phase services
90% Submittal	8 weeks from receipt of 60% and site plan review comments
100% Submittal	4 weeks from receipt of 90% and site plan review comments and accompanying permits

VIII. Fee Estimate

See attached Fee Summary

Ronald B. Smith, P.E.
Vice President

Stephen T. Crowe, P.E.
Project Manager



Spotsylvania County
Route 1 Sewer Replacement
August 2021

AECOM

FEE SUMMARY
ROUTE 1 SEWER REPLACEMENT
DESIGN, BIDDING AND AWARD, AND CONSTRUCTION ADMINISTRATION SERVICES
SEPTEMBER 2021

	Task	Fee
II	**PROJECT MANAGEMENT SERVICES**	**$39,338.00**
III	**PRELIMINARY DESIGN SERVICES**	**$286,240.91**
	Preliminary Design Services	$84,100.00
	Survey Subcontractor	$48,559.00
	Utility Subcontractor	$24,097.91
	Easement Subcontractor	$112,900.00
IV	**DESIGN SERVICES**	**$151,044.00**
	60% Design	$36,800.00
	90% Design	$78,658.00
	Final Design	$35,486.00
V	**BIDDING AND AWARD SERVICES**	**$11,644.00**
VI	**CONSTRUCTION ADMINISTRATION SERVICES**	**$71,404.40**

TOTAL PROJECT FEE **$559,671.31**

FEE BREAKDOWN
ROUTE 1 SEWER REPLACEMENT
DESIGN, BIDDING AND AWARD, AND CONSTRUCTION ADMINISTRATION SERVICES
SEPTEMBER 2021

Staff Category	Principal	Project Manager	Value Engineer/ Senior Technical Advisor	Operations Engineer	Senior Architect/ Engineer (IV)	Quality Control/ Department Head	Project Architect/ Engineer (III)	Staff Architect/ Engineer (II)	Engineering Designer/ Engineer (I)	Project Representative	CAD Technician	Administrative Assistant	Survey Crew	Survey Coordinator	Senior Environmental Scientist/ GIS Specialist	Environmental Engineer/ GIS Specialist	Construction Engineer	Resident Project Engineer	Resident Project Representative	Cost Estimator	Labor Cost Summary	Other Direct Costs (ODCs)	Subcontractor Cost Summary	Task Cost Summary
Billing Rate	$225	$170	$240	$190	$160	$150	$127	$97	$90	$114	$78	$70	$145	$103	$123	$78	$170	$123	$86	$120				
Task																								
PROJECT MANAGEMENT SERVICES	0	180	27	0	0	0	0	0	10	0	0	15	0	0	0	0	0	0	0	0	$39,030.00	$308.00	$0.00	$39,338.00
Project Management and Administration	0	130	27	0	0	0	0	0	10	0	0	15	0	0	0	0	0	0	0	0				
Project Management (130 wks)		130																						
Invoicing and Progress Reports (30 mos)		30	15									15												
Meetings (5)		20	12						10															
																						$ 308.00		
PRELIMINARY DESIGN SERVICES	0	138	24	0	48	0	72	0	112	0	40	16	0	0	88	104	0	0	0	40	$84,100.00	$200.00	$201,940.91	$286,240.91
Collect Existing Data		4			4				8															
Survey and Mapping		16							8		16	4												
Survey Subcontractor - Pre-Design Services																								
Survey Subcontractor - Post-Design Services																								
Project Stakeholder Coordination		16			40							4											$48,559.00	
Utility Location		16			4							4											$16,384.00	
Utility Subcontractor																								
Easement Coordination /Acquisition/Plats		16																					$24,097.91	
Easement Subcontractor												4												
Geotechnical Services (additional services)																							$112,900.00	
Soil Corrosion Review (additional services)																								
Environmental Services																								
Wetland Desktop Review		2									4				8	8								
Wetland Field Delineation											4				16	16								
Develop Wetland Findings and submit to the Corps and VDEQ							32								16	24								
Conduct Pre-Application Meeting with Corp / VDEQ		8													8	8								
Prepare Joint Permit Application		2									8				24	40								
Prepare CBPA and RPA Applications		2													8	8								
VDOT Coordination		16	4						16		8													
Preliminary Engineering Report		40	20				40		80						8					40				
																						$200.00		

Staff Category	Principal	Project Manager	Value Engineer/ Senior Technical Advisor	Operations Engineer	Senior Architect/ Engineer (V)	Quality Control/ Department Head	Project Architect/ Engineer (III)	Staff Architect/ Engineer (II)	Engineering Designer/ Engineer (I)	Project Representative	CAD Technician	Administrative Assistant	Survey Crew	Survey Coordinator	Senior Environmental Scientist/ GIS Specialist	Environmental Engineer/ GIS Specialist	Construction Engineer	Resident Project Engineer	Resident Project Representative	Cost Estimator	Labor Cost Summary	Other Direct Costs (ODCs)	Subcontractor Cost Summary	Task Cost Summary
DESIGN SERVICES	0	255	47	0	28	72	0	0	305	0	432	68	0	0	56	0	0	0	0	64	$150,744.00	$ 300.00	$0.00	$151,044.00
60% Design	0	70	4	0	0	24	0	0	92	0	98	0	0	0	12	0	0	0	0	32	$36,800.00	$100.00	$0.00	$36,800.00
Site Walk		8							8		4				8									
Develop preliminary alignment plans		4	2						4		4				4									
Calculate pipe slopes and MH sizes		2							4															
Cover Sheet		4							4		8													
Key Sheet		4							4		8													
General Notes		4							4		8													
Plan & Profile		8							8		16													
Plan & Profile		8							8		16													
Plan & Profile		8							8		16													
Standard Details		2							2		4													
Standard Details		2							2		4													
Bore Details		0							0		0													
Miscellaneous Details		0							0		0													
Miscellaneous Details		0							0		0													
E&S Plan		0							0		0													
E&S Plan		0							0		0													
E&S Plan		0							0		0													
E&S Notes		0							0		0													
E&S Details		0							0		0													
E&S Details		0							0		0													
Pollution Prevention Plan		0							0		0													
Traffic Control Plan		0							0		0													
Traffic Control Plan		0							0		0													
Traffic Control Details and Notes		0							0		0													
Traffic Control Details and Notes		0							0		0													
Specification TOC		2							8															
Cost Estimate		4	2						8															
Quality Review		8				24			8		8									32				
Submit to Client		2							2		2											$100.00		

Staff Category	Principal	Project Manager	Value Engineer/ Senior Technical Advisor	Operations Engineer	Senior Architect/ Engineer (IV)	Quality Control/ Department Head	Project Architect/ Engineer (III)	Staff Architect/ Engineer (II)	Engineering Designer/ Engineer (I)	Project Respresentative	CAD Technician	Administrative Assistant	Survey Crew	Survey Coordinator	Senior Environmental Scientist/ GIS Specialist	Environmental Engineer/ GIS Specialist	Construction Engineer	Resident Project Engineer	Resident Project Representative	Cost Estimator	Labor Cost Summary	Other Direct Costs (ODCs)	Subcontractor Cost Summary	Task Cost Summary
90% Design	0	122	36	0	24	24	0	0	152	0	250	56	0	0	26	0	0	0	0	16	$78,558.00	$100.00	$0.00	$78,658.00
Address Client Comments		8	4						16		32													
Develop bore design		2	16						16		24													
Detail tie-in connection		4	4						8		16													
Develop site restoration requirements		4							4		16				8									
Cover Sheet		1							1		2													
Key Sheet		1							1		2													
General Notes		2							2		4													
Plan & Profile		4							4		8													
Plan & Profile		4							4		8													
Plan & Profile		4							4		8													
Standard Details		1							1		2													
Standard Details		1							1		2													
Bore Details		2	8						4		8													
Miscellaneous Details		2							2		4													
Miscellaneous Details		2							2		4													
E&S Plan		6							0		12				6									
E&S Plan		6							0		12				6									
E&S Plan		6							0		12				6									
E&S Notes		2							2		4													
E&S Details		2							2		4													
E&S Details		2							2		4													
Pollution Prevention Plan		2							2		4													
Traffic Control Plan		2			8				8		16													
Traffic Control Plan		2			8				8		16													
Traffic Control Details and Notes		2			4				4		8													
Traffic Control Details and Notes		2			4				4		8													
Develop Division 0 Documents		8							4			16												
Develop Division 1 Documents		8							4			16												
Develop Technical Specifications		16							24			24												
Cost Estimate		4	2						8											16				
Quality Review		8				24			8		8													
Submit to Client		2							2		2													
																						$100.00		

Staff Category	Principal	Project Manager	Value Engineer/ Senior Technical Advisor	Operations Engineer	Senior Architect/ Engineer (IV)	Quality Control/ Department Head	Project Architect/ Engineer (III)	Staff Architect/ Engineer (II)	Engineering Designer/ Engineer (I)	Project Representative	CAD Technician	Administrative Assistant	Survey Crew	Survey Coordinator	Senior Environmental Scientist/ GIS Specialist	Environmental Engineer/ GIS Specialist	Construction Engineer	Resident Project Engineer	Resident Project Representative	Cost Estimator	Labor Cost Summary	Other Direct Costs (ODCs)	Subcontractor Cost Summary	Task Cost Summary
Final Design	0	83	9	0	4	24	0	0	75	0	84	12	0	0	18	0	0	0	0	16	$35,386.00	$100.00	$0.00	$35,486.00
Address Client Comments		8	4						16		22													
Cover Sheet		1							1		2													
Key Sheet		1							1		2													
General Notes		1							1		2													
Plan & Profile		1							1		2													
Plan & Profile		1							1		2													
Plan & Profile		1							1		2													
Standard Details		0							0		0													
Standard Details		0							0		0													
Bore Details		1	4						1		2													
Miscellaneous Details		1							2		4													
Miscellaneous Details		1							1		2													
E&S Plan		1							1		2													
E&S Plan		1							1		2				6									
E&S Plan		1							1		2				6									
E&S Notes		1							1		2				6									
E&S Details		1							1		2													
E&S Details		1							1		2													
Pollution Prevention Plan		1							1		2													
Traffic Control Plan		1			1				1		2													
Traffic Control Plan		1			1				1		2													
Traffic Control Details and Notes		1			1				1		2													
Traffic Control Details and Notes		1			1				1		2													
Develop Division 0 Documents		8							4			4												
Develop Division 1 Documents		8							4			4												
Develop Technical Specifications		8							16			4												
Cost Estimate		1	1						4											16				
Quality Review		8				24			8		8													
Submit to Client		2							2		2													
BIDDING AND AWARD SERVICES	0	28	5	0	0	0	0	0	50	0	8	8	0	0	0	0	0	0	0	0	$11,644.00	$100.00 $0.00	$0.00	$11,644.00
Bid Advertisement		2	1						2															
Bid Distribution		8							20			8												
Pre-Bid Conference		4																						
Addenda		8	4						16															
Bid Opening																								
Bid Review and Recommendations		4							4															
Conformance Documents		2							8		8													
CONSTRUCTION ADMINISTRATION SERVICES	0	257	16	0	0	0	0	0	176	0	88	0	0	0	0	0	0	0	0	0	$70,234.00	$1,170.40	$0.00	$71,404.40
Project Management (18 mos)		144																						
Pre-Construction Meeting		8	8						8															
Monthly Progress Meetings (18 mos)		72							72													$ 61.60		
Shop Submittals (assume 20 submittals)		10	8						40													$ 1,108.80		
Contractor Requested Change Orders and RFIs (assume 2 COs, 4 RFIs)		12							12															
Record Drawings (22 sheets)		11							44		88													
Coordinate Start-up Services																								
Close-out Services																								
																				TOTALS	$355,752.00	$1,978.40	$201,540.91	$559,671.31

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	October 26, 2021
Title:	Budget Adjustment and Appropriation for the Acceptance of the FY 2022 Virginia State Police Internet Crimes Against Children Task Force Sub-Award for the Sheriff's Office
Type:	Action, Resolution, Appropriation
Agenda Title:	Budget Adjustment and Appropriation for the Acceptance of the FY 2022 Virginia State Police Internet Crimes Against Children Task Force Sub-Award for the Sheriff's Office
Recommendation:	The Sheriff and staff recommend that the Board of Supervisors accept the attached budget adjustment and appropriation for the Virginia State Police Internet Crimes Against Children sub-award
Summary:	The Department of Criminal Justice Services (DCJS) has selected the Virginia State Police (VSP) to oversee the Northern Virginia/District of Columbia (NOVA/DC) Internet Crimes Against Children (ICAC) Task Force. The program requires existing task forces to develop multijurisdictional, multiagency responses to internet crimes against children and provides funding and other support to law enforcement agencies as a means to help them acquire and develop specialized knowledge, personnel, and equipment. VSP received funding through DCJS to provide for reimbursement of expenses associated with investigations and prosecutions of internet crimes against children. The VSP has appropriated a sub-award of $14,000 to the Spotsylvania County Sheriff's Office. The Sheriff's Office has opted to spend these funds on overtime and associated fringe benefits. All expenses associated with this project are specifically and exclusively related to the NOVA/ICAC Task Force's overall mission of combating internet crimes against children. There is

	no local match requirement and no requirement to continue to fund the program after the grant award expires.
Committee/Commission Summary:	Finance Committee
Review Date:	October 21, 2021
Status:	Approved
Financial Impact:	See attached budget adjustment form
Staff Contacts:	Captain Charles Carey, Sheriff's Office Captain Liz Scott, Sheriff's Office Annette D'Alessandro, Office of Budget and Grants
Legal Counsel:	The award document was not reviewed by the County Attorneys office as the award was accepted by the
Additional Background/Other Considerations:	Although these are state funds, DCJS has adopted the federal standards of the Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP) for internet crimes against children task force. As such, the Spotsylvania County Sheriff's Office will need to comply with all primary measures as identified in the OJJDP Internet Crimes Against Children Task Force Program Grant Solicitation
Consequence of Denial/Inaction:	Denial of the sub-award will mean that the Spotsylvania County Sheriff's Office will lose the ability to utilize $14,000 in state funds for overtime and associated fringe benefits for internet crimes against children investigations conducted by the Spotsylvania County Sheriff's Office

ATTACHMENTS:

File Name	Description	Type
FY22_ICAC_Award_-_Budget_Adjustment.pdf	Budget Adjustment	Agreement
FY22_ICAC_Award_-_Resolution.docx	Resolution	Agreement
FY22_ICAC_Award_Letter-corrected.pdf	Award Document	Agreement

FY 2022 Budget Amendment Request Form

Date: October 05, 2021

Department: Sheriff's Office

Contact person: Captain Scott **Phone #:** 540-507-7200

Explanation of need for budget amendment: The Department of Criminal Justice Services (DCJS) has selected the Virginia State Police (VSP) to oversee the Northern Virginia/District of Columbia (NOVA/DC) Internet Crimes Against Children (ICAC) Task Force. The program requires existing task forces to develop multijurisdictional, multiagency responses to internet crimes against children and provides funding and other support to law enforcement agencies as a means to help them acquire and develop specialized knowledge, personnel, and equipment. VSP received funding through DCJS to provide for reimbursement of expenses associated with investigations and prosecutions of internet crimes against children. The VSP has appropriated a sub-award of $14,000 to the Spotsylvania County Sheriff's Office. The Sheriff's Office has opted to spend these funds on overtime and associated fringe benefits. All expenses associated with this project are specifically and exclusively related to the NOVA/ICAC Task Force's overall mission of combating internet crimes against children. There is no local match requirement and no requirement to continue to fund the program after the grant award expires.

Reminder: **Agenda item summary must be attached if BOS approval is required.**

Revenue Accounts Adjusted			**Amount**
Acct #	110-0000-324.04-65 ICAC State Grant Revenue	**$**	14,000
	Total Revenue Adjustment	**$**	**14,000**

Expenditure Accounts Adjusted			**Amount**
Acct #	110-3160-421.12-01 Overtime	**$**	12,817
Acct #	110-3160-421.21-01 FICA	**$**	795
Acct #	110-3160-421.21-02 Medicare	**$**	186
Acct #	110-3160-421.27-10 Workers' Compensation	**$**	202
	Total Expenditure Adjustment	**$**	**14,000**

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: __X__recommended _____ not-recommended
Explanation if not recommended:
_____
_____

County Admin: __X__recommended _____ not-recommended
Explanation if not recommended:
_____
_____

Finance Committee: _X__ recommended ____not-recommended
Explanation if not recommended:
_____
_____

At a meeting of the Spotsylvania County Board of Supervisors held on October 26, 2021 on a motion by _____ and passed _____ to _____, the Board adopted the following resolution:

RESOLUTION APPROVING
APPROPRIATION OF FY 2022 FUNDS

BOARD OF SUPERVISORS **October 26, 2021**

WHEREAS, the Spotsylvania County Sheriff's Office has received approval for a state sub-award from the Virginia Department of State Police in the amount of $14,000 to be utilized by the Sheriff's Office for overtime and associated fringe benefits related to investigations for internet crimes against children; and

WHEREAS, the Spotsylvania County Sheriff's Office is not required to provide a local match for the grant award; and

WHEREAS, the Spotsylvania County Sheriff's Office has approved the award agreement; and

WHEREAS, the Sheriff's Office and to the extent required, the County will administer the sub-award in accordance with the terms as set forth in the award agreement; and

WHEREAS, the County is acting as fiscal agent for the Spotsylvania County Sheriff's Office for the purposes of processing the funding of this sub-award.

NOW, THEREFORE, BE IT RESOLVED by the Spotsylvania County Board of Supervisors that since the award agreement in the amount of $14,000 has been accepted by the Sheriff's Office that the General Fund budget is hereby amended to reflect the increase in funds associated with the sub-award agreement; and

BE IT FURTHER RESOLVED by the Spotsylvania County Board of Supervisors that the following appropriations be, and the same hereby are, made for the fiscal year beginning July 1, 2021, for expenditures in the amount of $14,000 to be utilized by the Spotsylvania County Sheriff's Office only for overtime and associated fringe benefits related to investigating internet crimes against children, to be expended only by order of the Board of Supervisors as follows:

GENERAL FUND: $14,000

(SEAL) A COPY TESTE: _____

Aimee R. Mann

Colonel Gary T. Settle
Superintendent

(804) 674-2000

COMMONWEALTH OF VIRGINIA

Lt. Colonel Tracy S. Russillo
Deputy Superintendent

DEPARTMENT OF STATE POLICE
P.O. Box 27472 Richmond, Virginia 23261
(804) 674-2000

September 23, 2021

Sheriff Roger L. Harris
Spotsylvania County Sheriff's Office
P.O. Box 124
Spotsylvania, VA 22553

Dear Sheriff Harris:

We sincerely appreciate your continued partnership as an affiliate of the Northern Virginia/District of Columbia Internet Crimes Against Children (NOVA/DC ICAC) Task Force. Fortunately, we have received Fiscal Year 2022 funding from the Virginia Department of Criminal Justice Services (DCJS) that enables us to further allocate monies to our task force affiliates who are in good standing. As stated in our Inter-Agency Agreement dated July 30, 2013:

> Should additional funds become available during the agreed upon period, this agreement may be amended by written correspondence from the NOVA/DC ICAC Commander to permit the Spotsylvania County Sheriff's Office to expend the additional funds in accordance with this established IA.

As such, we are able to allocate additional funds to your agency in the amount of **$14,000.00**. It should be noted that this funding is NOT grant-related. These are NOVA/DC ICAC funds that have been identified to support your ICAC work. Your allocation may be used towards expenses that include: salary, overtime, equipment, software, and for training that is specifically and exclusively related to the NOVA/DC ICAC Task Force's overall mission of combating Internet crimes against children. Please see the attachment to this letter for examples of in-scope and out of scope expenses *All expenditures, except payroll expenses, require prior approval via email to SSA Michael J. Brown (**michael.brown@vsp.virginia.gov**) and must be made in accordance with your agency's financial procedures and regulations. Reimbursement requests may also include ICAC expenses incurred between July 1, 2021 and the date of this letter.*

In order for reimbursement to be made to your locality, your staff will be asked to complete a reimbursement invoice, to provide proof of payment for the expense, and include the email granting approval of the expense. Proof of payment may be copies of checks, credit card receipts or statements, or accounting ledger reports showing the obligation of funds. Proof of payment is also copies of payroll records and timesheets if the reimbursement request is for salary or overtime. Please send your reimbursement requests via email with scanned attachments to Jackie Casey (**jackie.casey@vsp.virginia.gov**).

To allow sufficient time for processing, we ask that all reimbursement requests be received in our office by **May 1, 2022** unless the request involves payroll reimbursement. Payroll reimbursement requests should be submitted no later than June 10, 2022.

Additionally, we have begun the process of distributing Cybertips through Virginia's new iCritt state wide system. If your agency has not already done so, we require at least one person from your agency attend an iCritt training session. If this requires travel from your representative, we can assist with any costs associated with the training.

Your continued partnership with the NOVA/DC ICAC Task Force is vital to the task force's overall success and we hope you find this additional funding beneficial to your efforts to combat child sexual predators and child pornography.

Note: Please respond to us no later than November 1, 2021 via *postal or electronic mail* to verify that you will take receipt of the funds. Should we not receive verification, the respective funds must be reallocated to another affiliate to permit timely expenditures.

Again, I thank you for all you do in support of the NOVA/DC ICAC Task Force. Should you have any questions please do not hesitate to contact me at (804) 674-2767.

Sincerely,

Captain Alan C. Worsham
Division Commander
Bureau of Criminal Investigation
High Tech Crimes Division

ACW/jbc

Attachment

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	October 26, 2021
Title:	Resolution for Approval of Participation in Proposed Opioid Litigation Settlements — McKesson, Cardinal Health, AmerisourceBergen, and Janssen Pharmaceuticals, Inc.
Type:	Action, Resolution
Agenda Title:	Resolution for Approval of Participation in Proposed Opioid Litigation Settlements — McKesson, Cardinal Health, AmerisourceBergen, and Janssen Pharmaceuticals, Inc.
Recommendation:	Adopt the attached Resolution for Approval of Participation in Proposed Opioid Litigation Settlements — McKesson, Cardinal Health, AmerisourceBergen, and Janssen Pharmaceuticals, Inc., in order to participate in the proposed settlements, and to authorize the County Attorney to act as necessary to execute any and all documents necessary to effectuate the County's participation in the settlements, including, but not limited to, any required release of claims against the settling entities, and the attached Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding.
Summary:	Litigation was instituted nationally against various pharmaceutical manufacturers, distributors, and others to recover damages arising from the opioid epidemic. Three pharmaceutical distributors, McKesson, Cardinal Health, and AmerisourceBergen, and one manufacturer, Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson, are defendants in the litigation and have negotiated proposed settlements regarding the liabilities they face as a result of their involvement in the marketing and sale of opioids. The proposed settlements provide for payments to the Commonwealth of Virginia to be allocated to localities and others in accordance with the Virginia Opioid Abatement Fund Memorandum of Understanding previously approved by the plaintiffs including the Commonwealth of Virginia. The proposed settlements also include provisions regarding the marketing, sale, and distribution of opioids as well as safeguards to prevent the diversion of prescription opioids. The proposed settlements would only resolve the

outstanding claims against the parties to the settlements and would not end the pending litigation against the other defendants.

The plaintiffs in the litigation and localities that are not plaintiffs are required to vote on participation in the proposed settlements by January 2, 2022. The Commonwealth of Virginia has elected to participate in the proposed settlements and recommends that localities participate as well.

Financial Impact: The County would benefit from a portion of a national $26 Billion settlement ($22.7 Billion earmarked for states and localities).

Staff Contacts: Bonnie Jewell, Assistant County Administrator

Legal Counsel: Karl R. Holsten, County Attorney

Consequence of Denial/Inaction: The County will not be able to participate in the settlement or join the Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding.

ATTACHMENTS:

File Name	Description	Type
Resolution_for_Approval_of_Participation_in_Proposed_Opioid_Litigation_Settlement.docx	Resolution	Resolution
VA_Opioid_Abatement_Fund_and_Settlement_Allocation_MOU.pdf	MOU	Memorandum

DRAFT

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

RESOLUTION NO. 2021 –

Approval of Participation in Proposed Opioid Litigation Settlements — McKesson, Cardinal Health, AmerisourceBergen, and Janssen Pharmaceuticals, Inc.

WHEREAS, litigation was instituted nationally against various pharmaceutical manufacturers, distributors, and others to recover damages arising from the opioid epidemic; and

WHEREAS, three pharmaceutical distributors, McKesson, Cardinal Health, and AmerisourceBergen, and one manufacturer, Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson, are defendants in the litigation and have negotiated proposed settlements regarding the liabilities they face as a result of their involvement in the marketing and sale of opioids; and

WHEREAS, the proposed settlements provide for payments to the Commonwealth of Virginia to be allocated to localities and others in accordance with the Virginia Opioid Abatement Fund Memorandum of Understanding previously approved by the plaintiffs including the Commonwealth of Virginia; and

WHEREAS, the proposed settlements also include provisions regarding the marketing, sale, and distribution of opioids as well as safeguards to prevent the diversion of prescription opioids; and

WHEREAS, the proposed settlements would only resolve the outstanding claims against the parties to the settlements and would not end the pending litigation against the other defendants; and

WHEREAS, the plaintiffs in the litigation and localities that are not plaintiffs are required to vote on participation in the proposed settlements by January 2, 2022; and

WHEREAS, the Commonwealth of Virginia has elected to participate in the proposed settlements and recommends that localities participate as well; and

WHEREAS, the County desires to participate in the proposed settlements so that the County and its citizens affected by the opioid crisis benefit from the funds paid out by the defendants to the Commonwealth and affected localities;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Spotsylvania County approves the County's participation in the proposed settlements and authorizes and directs the County Attorney to act as necessary to execute any and all documents necessary to effectuate

the County's participation in the settlements, including, but not limited to, any required release of claims against the settling entities, and the attached Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding.

(SEAL) A COPY TESTE: _____

Aimee Mann
Deputy Clerk of the Board of Supervisors

VIRGINIA OPIOID ABATEMENT FUND AND SETTLEMENT ALLOCATION MEMORANDUM OF UNDERSTANDING

WHEREAS, the people of the Commonwealth of Virginia and its communities have been harmed through the national and statewide epidemic caused by licit and illicit opioid use and distribution within the Commonwealth of Virginia;

WHEREAS, the Commonwealth of Virginia, through the Office of Attorney General Mark R. Herring, and certain Political Subdivisions, through their elected representatives and counsel, are separately engaged in litigation seeking to hold those entities in the Pharmaceutical Supply Chain accountable for the damage caused;

WHEREAS, the Commonwealth of Virginia and its Political Subdivisions share a common desire to abate and alleviate the impacts of the opioid epidemic throughout Virginia; and now

THEREFORE, the Commonwealth of Virginia and certain of its Political Subdivisions, subject to completing formal documents effectuating the Parties' agreements, enter into this Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of any Settlements as described herein.

A. Definitions

As used in this Virginia Term Sheet:

1. "The Commonwealth" shall mean the Commonwealth of Virginia acting through its Attorney General.
2. "Political Subdivision(s)" shall mean the Virginia counties and independent cities represented by Counsel.
3. "Participating Political Subdivisions" shall mean the Political Subdivisions, along with all Virginia counties and independent cities who agree to become signatories to this MOU and to be bound by the terms of future Settlements.

4. "Counsel" shall mean the undersigned private attorneys representing the Political Subdivisions.

5. "The Parties" shall mean the Commonwealth of Virginia, the Political Subdivisions, and Counsel.

6. "Negotiating Committee" shall mean a three-member representative group of the Parties. The Commonwealth shall be represented by the Virginia Attorney General or his designees. The Political Subdivisions and Counsel shall be represented by W. Edgar Spivey of Kaufman & Canoles, P.C. or his designee, and J. Burton LeBlanc of Baron & Budd, P.C. or his designee.

7. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant named in Complaints filed by all the Political Subdivisions in court on or before April 30, 2020 when that resolution has been jointly entered into by the Commonwealth, the Political Subdivisions, and Counsel. "Settlement" also shall include the approval by a United States Bankruptcy Court of a plan of reorganization or liquidation of a Pharmaceutical Supply Chain Participant, or any other determination, ruling, or decision by a United States Bankruptcy Court, in which legal or equitable claims against the Pharmaceutical Supply Chain Participant by the Commonwealth and the Political Subdivisions are settled, adjudicated, released, or otherwise resolved.

8. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this MOU.

9. "Approved Abatement Purposes" shall mean efforts to treat, prevent, or reduce opioid use disorder or the misuse of opioids or to otherwise abate or remediate the

opioid epidemic, including but not limited to those efforts described in Section C(4)(a) through (j) of this MOU. In addition, "Approved Abatement Purposes" shall include the types of efforts approved for funding by the Authority that is defined in Section C(1). "Approved Abatement Purposes" also shall include any other abatement or remediation purposes to the extent such purposes are described in a Settlement.

10. "Pharmaceutical Supply Chain" shall mean the process and channels through which opioids or opioid products are manufactured, marketed, promoted, distributed or dispensed.

11. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.

B. Allocation of Settlement Proceeds

1. All Opioid Funds shall be initially divided with fifteen percent (15%) going to the Participating Political Subdivisions ("Subdivision Share"), seventy percent (70%) going to the Virginia Opioid Abatement Fund and to other Approved Abatement Purposes as further described herein ("Opioid Abatement Share"), and fifteen percent (15%) going to the Commonwealth of Virginia ("Commonwealth Share").

2. The Subdivision Share shall be allocated and paid to the Participating Political Subdivisions in accordance with the division of proceeds referenced in the schedule attached hereto as Exhibit A. The shares of Virginia counties and independent cities who elect not to become Participating Political Subdivisions, if any, shall be reallocated ratably to the Participating Political Subdivisions.

3. In the event a Participating Political Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that Participating Political Subdivision shall be redistributed equitably based on the composition of the successor subdivision.

4. The Commonwealth Share shall be deposited to the Attorney General's Regulatory, Consumer Advocacy, Litigation, and Enforcement Revolving Trust Fund with moneys transferred to the Commonwealth's General Fund as provided by law. To the extent a Settlement requires that all Opioid Funds be used only for abatement or similar purposes, then the Commonwealth Share shall be deposited and distributed accordingly.

5. The Opioid Abatement Share of 70% of the Opioid Funds shall be allocated and paid as follows:

   a. Fifty-five percent (55%) of the Opioid Funds shall be allocated and paid to the Virginia Opioid Abatement Fund ("Fund").

   b. Fifteen percent (15%) of the Opioid Funds shall be allocated and paid to the Participating Political Subdivisions and shall be used for Approved Abatement Purposes ("Direct Subdivision Abatement Share"). Upon request, a Participating Political Subdivision shall make publicly available information showing the purposes for which the Participating Political Subdivision used Direct Subdivision Abatement Share funds. The Direct Subdivision Abatement Share shall be allocated and paid to the Participating Political Subdivisions in accordance with the division of proceeds referenced in the schedule attached hereto as Exhibit A. The shares of Virginia counties and independent cities who

elect not to become Participating Political Subdivisions, if any, shall be reallocated ratably to the Participating Political Subdivisions.

6. To the extent a Settlement requires that all Opioid Funds be used only for abatement or similar purposes, then the Subdivision Share and the Commonwealth Share shall be used for Approved Abatement Purposes.

7. To receive funds allocated under this MOU from any Settlement, the Commonwealth and the Participating Political Subdivisions will comply with the terms of any such Settlement, including, among other things, any reporting requirements or restrictions on the use of funds for administrative purposes.

C. Virginia Opioid Abatement Fund and Virginia Opioid Abatement Authority

1. The Parties have sought creation of a Virginia Opioid Abatement Authority ("Authority") through legislation submitted to the Virginia General Assembly, which passed in the form attached hereto as Exhibit B. The Authority shall administer the Fund, which also shall be created through the legislation. The Authority shall seek to abate and remediate the opioid epidemic in Virginia through financial support from the Fund in the form of grants, donations, or other assistance, for efforts to treat, prevent, and reduce opioid use disorder and the misuse of opioids in Virginia.

2. The Authority shall be governed by a Board of Directors consisting of 11 members as follows: (i) the Secretary of Health and Human Resources, or his designee; (ii) the Chair of the Senate Committee on Finance and Appropriations or his designee and the Chair of the House Committee on Appropriations or his designee; (iii) an elected member of the governing body of a Participating Political Subdivision, to

be selected from a list of three submitted jointly by the Virginia Association of Counties and the Virginia Municipal League; (iv) one representative of a community services board or behavioral health authority of an urban or suburban region containing Participating Political Subdivisions and one representative of a community services board or behavioral health authority of a rural region containing Participating Political Subdivisions, each to be selected from lists of three submitted by the Virginia Association of Community Services Boards; (v) one sheriff of a Participating Political Subdivision, to be selected from a list of three submitted by the Virginia Sheriffs' Association; (vi) one licensed, practicing City or County Attorney of a Participating Political Subdivision, to be selected from a list of three submitted by the Local Government Attorneys of Virginia; (vii) two medical professionals with expertise in public and behavioral health administration or opioid use disorders and their treatment; and (viii) one representative of the addiction and recovery community.

a. The members appointed pursuant to clause (i) shall serve ex officio, and the members appointed pursuant to clauses (iii) through (viii) shall be appointed by the Governor.

b. After an initial staggering of terms, members of the Board shall serve terms of four years. No member shall be eligible to serve more than two terms. Any appointment to fill a vacancy shall be for the unexpired term. A person appointed to fill a vacancy may be appointed to serve two additional terms. Ex officio members shall serve terms coincident with their terms of office.

c. The Board shall elect annually a chairman and vice-chairman from among its membership. The chairman, or in his absence the vice-chairman, shall preside at all meetings of the Board. A majority of the members of the Board serving at any one time shall constitute a quorum for the transaction of business. The Board shall meet annually or more frequently at the call of the chairman.

3. The Authority shall establish specific criteria and procedures for awards from the Fund; establish requirements for the submission of funding requests; evaluate funding requests in accordance with the criteria established by the Authority; make awards from the Fund in a manner that distributes funds equitably among all community services board regions of the Commonwealth, including the establishment of minimum percentages of funds that must be awarded to each Participating Political Subdivision; and evaluate the implementation and results of all efforts receiving support from the Authority.

4. The Authority may make grants and disbursements from the Fund that support efforts to treat, prevent, or reduce opioid use disorder or the misuse of opioids or otherwise abate or remediate the opioid epidemic. Such efforts may include but shall not be limited to the following:

a. Support treatment of opioid use disorder and any co-occurring substance use disorder or mental health conditions through evidence-based or evidence-informed methods, programs, or strategies.

b. Support people in recovery from opioid use disorder and any co-occurring substance use disorder or mental health conditions through evidence-based or evidence-informed methods, programs, or strategies;

c. Provide connections to care for people who have, or are at risk of developing, opioid use disorder and any co-occurring substance use disorder or mental health conditions through evidence-based or evidence-informed methods, programs, or strategies;

d. Support efforts, including law-enforcement programs, to address the needs of persons with opioid use disorder and any co-occurring substance use disorder or mental health conditions who are involved, or are at risk of becoming involved, in the criminal justice system through evidence-based or evidence-informed methods, programs, or strategies;

e. Support drug treatment and recovery courts that provide evidence-based or evidence-informed options for people with opioid use disorder and any co-occurring substance use disorder or mental health conditions;

f. Support efforts to address the needs of pregnant or parenting women with opioid use disorder and any co-occurring substance use disorder or mental health conditions, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based or evidence-informed methods, programs, or strategies;

g. Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed methods, programs, or strategies;

h. Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed methods, programs, or strategies;

i. Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed methods, programs, or strategies; and

j. Support efforts to provide comprehensive resources for patients seeking opioid detoxification, including detoxification services.

5. The Authority shall provide financial support only for efforts that satisfy the following conditions:

a. The efforts shall be conducted or managed by a Virginia state agency or Participating Political Subdivision;

b. No support provided by the Authority shall be used by the recipient to supplant funding for an existing program or continue funding an existing program at its current amount of funding;

c. No support provided by the Authority shall be used by the recipient for indirect costs incurred in the administration of the financial support or for any other purpose proscribed by the Authority; and

d. Recipients of support provided by the Authority shall agree to provide the Authority with such information regarding the implementation of the effort and allow such monitoring and review of the effort as may be required by the Authority to ensure compliance with the terms under which the support is provided.

6. The Authority shall give priority to applications for financial support for efforts that:

a. Collaborate with an existing program or organization that has an established record of success treating, preventing or reducing opioid use disorder or the misuse of opioids;

b. Treat, prevent, or reduce opioid use disorder or the misuse of opioids in a community with a high incidence of opioid use disorder or opioid death rate relative to population;

c. Treat, prevent or reduce opioid use disorder or the misuse of opioids in a historically economically disadvantaged community, as that term is defined in Va. Code § 56-576; or

d. Include a monetary match from or on behalf of the applicant, with higher priority given to an effort with a larger matching amount.

7. For every deposit to the Fund, the Authority shall allocate a portion to the following purposes:

a. Fifteen percent (15%) shall be restricted for use by state agencies;

b. Fifteen percent (15%) shall be restricted for use by Participating Political Subdivisions with these funds distributed in accordance with the division of proceeds referenced in the schedule attached hereto as Exhibit A. The shares of Virginia counties and independent cities who elect not to become Participating Political Subdivisions, if any, shall be reallocated ratably to the Participating Political Subdivisions.

c. Thirty-five percent (35%) shall be restricted for use for regional efforts (a partnership of at least two Participating Political Subdivisions within a community services board region); and

d. Thirty-five percent (35%) shall be unrestricted and may be used to fund the Authority's staffing and administrative costs and may be distributed for use by state agencies, by the Participating Political Subdivisions, or for regional efforts in addition to the amounts set forth in subparagraphs 7(a)-(c), provided that the Authority shall ensure that such funds are used to accomplish the purposes described above or invested as described immediately below.

8. In distributing money from the Fund, the Authority shall balance immediate and anticipated needs with projected receipts of funds in order to best accomplish the purposes for which the Authority is established.

9. The Board may designate any amount from the Fund to be invested, reinvested, and managed by the Board of the Virginia Retirement System.

D. Payment of Counsel and Litigation Expenses

1. The Parties anticipate that any national Settlement will provide for payment of all or a portion of the attorneys' fees and litigation expenses of named plaintiff Participating Political Subdivisions. Counsel for any named plaintiff Participating Political Subdivision that seeks to recover attorneys' fees and litigation expenses from Settlement funds shall first seek to recover such fees and expenses from any national Settlement fund established to pay such fees and expenses. For such purposes, the Parties agree that the monetary recoveries obtained via Settlement are attributable to the Commonwealth and the Political Subdivisions 50% each.

2. In addition, the Parties agree that a supplemental attorneys' fees and costs fund (the "Deficiency Fund") will be created; provided, however, that such Deficiency Fund may not violate the terms of any national Settlement. In such event, the Parties

agree to exert diligent efforts to accomplish an alternate arrangement that preserves the payment of counsel and litigation expenses outlined hereunder. Administration of the Deficiency Fund shall be the responsibility of the Political Subdivisions, and the costs of administration may be paid out of the Deficiency Fund.

3. The Deficiency Fund is to be used to compensate counsel for the Participating Political Subdivisions that filed suit on or prior to April 30, 2020. Eligible contingent fee contracts shall have been executed on or before April 30, 2020.

4. The Deficiency Fund shall be funded as follows: from any national Settlement, the funds deposited in the Deficiency Fund shall be 25% of the Subdivision Share and 25% of the Direct Subdivision Abatement Share of each payment (annual or otherwise) that is allocated to the Commonwealth of Virginia (including its political subdivisions) for that Settlement. These funds shall be deposited to the Deficiency Fund prior to distribution to the Participating Political Subdivisions. No portion of the Deficiency Fund shall be drawn from the Commonwealth Share or the Fund.

5. The maximum percentage of any contingency fee agreement permitted for compensation shall be 25% of the portion of the Subdivision Share and the Direct Subdivision Abatement Share attributable to the named plaintiff Participating Political Subdivision that is a party to the contingency fee agreement, plus expenses attributable to that named plaintiff Participating Political Subdivision. Under no circumstances may counsel collect more for its work on behalf of a named plaintiff Participating Political Subdivision than it would under its contingency agreement with that named plaintiff Participating Political Subdivision.

6. To the extent that funds available in the designated amounts or percentages set forth in this Section D are inadequate to fully pay amounts due under contingent fee contracts, funds shall be distributed to private counsel for named plaintiff Participating Political Subdivisions who filed suit and entered into contingent fee contracts prior to April 30, 2020 on a pro rata basis based on the percentage of the total population of named plaintiff Participating Political Subdivisions contained in the named plaintiff Participating Political Subdivision that private counsel represents.

7. Any funds remaining in the Deficiency Fund in excess of the amounts needed to cover private counsel's representation agreements shall revert to the Participating Political Subdivisions and be allocated to the sources from which they derived.

8. Any attorneys' fees related to representation of the Commonwealth of Virginia shall not be paid from the Subdivision Share, the Direct Subdivision Abatement Share, or the Fund but shall be drawn directly from the Commonwealth Share or through other sources. Any payments of attorneys' fees related to representation of the Commonwealth of Virginia from such other sources shall not be deemed Opioid Funds subject to allocation under this MOU.

E. Settlement Negotiations

1. The Negotiating Committee members agree to inform each other in advance of any negotiations relating to any Virginia-only Settlement with a Pharmaceutical Supply Chain Participant that includes both the Commonwealth and its Political Subdivisions and shall provide each other the opportunity to participate in such negotiations.

2. The Parties further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants. Neither this provision, nor any other, shall be construed to state or imply that the Commonwealth or the Political Subdivisions are unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the Commonwealth's and the Political Subdivisions' efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.

3. As this is a Virginia-specific effort, the Negotiating Committee shall be chaired by the Attorney General or his designee.

4. The Commonwealth of Virginia, the Political Subdivisions, or Counsel may withdraw from coordinated Settlement discussions detailed in this Section upon 5 days' written notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section E.

5. The obligations in this Section E shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case-specific resolution with that particular Pharmaceutical Supply Chain Participant.

6. Nothing in this MOU alters or changes the right of the Commonwealth or any Political Subdivision to pursue its own claim. The intent of this MOU is to join the Parties to reach a Settlement or Settlements.

Acknowledgment of Agreement

We, the undersigned, have participated in the drafting of the above MOU, including comments solicited from client Political Subdivisions. This document has been collaboratively drafted to maintain all individual claims while allowing the Commonwealth and its Political Subdivisions to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to any specific outcome. Any resolution under this document will require acceptance by the Commonwealth of Virginia and the Participating Political Subdivisions.

We, the undersigned, hereby accept the VIRGINIA OPIOID ABATEMENT FUND AND SETTLEMENT ALLOCATION MEMORANDUM OF UNDERSTANDING. We understand that the purpose of this MOU is to permit collaboration between the Commonwealth of Virginia and Political Subdivisions to explore and potentially effectuate earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants. We also understand that an additional purpose is to create an effective means of distributing any potential Settlement funds obtained under this MOU between the Commonwealth of Virginia and the Participating Political Subdivisions in a manner that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Virginia.

Executed this 20th day of August, 2021.

FOR THE COMMONWEALTH OF VIRGINIA:

Mark R. Herring

MARK R. HERRING
ATTORNEY GENERAL

Executed this 20th day of August, 2021

Signature: _____

Printed Name: W. Edgar Spivey

KAUFMAN & CANOLES, P.C.
W. Edgar Spivey (VSB No. 29125)
Patrick H. O'Donnell (VSB No. 29637)
150 W. Main Street, Suite 2100
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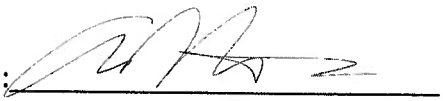
Signature: 

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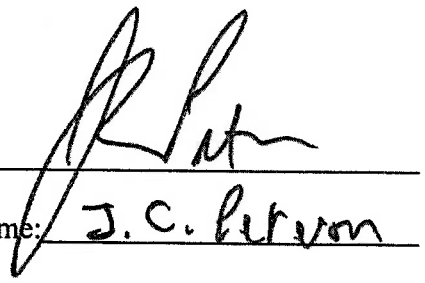
Signature: 

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EXHIBIT A

Table 1: Opioid Settlement Allocations to Counties and Independent Cities

Location	%	Location	%	Location	%
Accomack	0.348%	Franklin City	0.079%	Norton City	0.110%
Albemarle	0.863%	Frederick	1.277%	Nottoway	0.133%
Alexandria City	1.162%	Fredericksburg City	0.524%	Orange	0.638%
Alleghany	0.213%	Galax City	0.139%	Page	0.410%
Amelia	0.100%	Giles	0.409%	Patrick	0.329%
Amherst	0.299%	Gloucester	0.424%	Petersburg City	0.395%
Appomattox	0.133%	Goochland	0.225%	Pittsylvania	0.750%
Arlington	1.378%	Grayson	0.224%	Poquoson City	0.186%
Augusta	0.835%	Greene	0.178%	Portsmouth City	1.937%
Bath	0.037%	Greensville	0.124%	Powhatan	0.262%
Bedford	0.777%	Halifax	0.353%	Prince Edward	0.190%
Bland	0.147%	Hampton City	1.538%	Prince George	0.351%
Botetourt	0.362%	Hanover	1.079%	Prince William	3.556%
Bristol City	0.434%	Harrisonburg City	0.523%	Pulaski	1.061%
Brunswick	0.107%	Henrico	4.473%	Radford City	0.247%
Buchanan	0.929%	Henry	1.220%	Rappahannock	0.091%
Buckingham	0.127%	Highland	0.023%	Richmond	0.084%
Buena Vista City	0.078%	Hopewell City	0.344%	Richmond City	4.225%
Campbell	0.456%	Isle of Wight	0.356%	Roanoke	1.498%
Caroline	0.318%	James City	0.612%	Roanoke City	1.859%
Carroll	0.440%	King George	0.306%	Rockbridge	0.235%
Charles City	0.073%	King William	0.178%	Rockingham	0.614%
Charlotte	0.138%	King and Queen	0.072%	Russell	1.064%
Charlottesville City	0.463%	Lancaster	0.135%	Salem City	0.786%
Chesapeake City	2.912%	Lee	0.556%	Scott	0.421%
Chesterfield	4.088%	Lexington City	0.093%	Shenandoah	0.660%
Clarke	0.125%	Loudoun	2.567%	Smyth	0.592%
Colonial Heights City	0.283%	Louisa	0.449%	Southampton	0.137%
Covington City	0.100%	Lunenburg	0.088%	Spotsylvania	1.417%
Craig	0.070%	Lynchburg City	0.816%	Stafford	1.443%
Culpeper	0.790%	Madison	0.163%	Staunton City	0.440%
Cumberland	0.100%	Manassas City	0.452%	Suffolk City	0.710%
Danville City	0.637%	Manassas Park City	0.095%	Surry	0.058%
Dickenson	0.948%	Martinsville City	0.494%	Sussex	0.081%
Dinwiddie	0.196%	Mathews	0.088%	Tazewell	1.606%
Emporia City	0.050%	Mecklenburg	0.344%	Virginia Beach City	4.859%
Essex	0.101%	Middlesex	0.108%	Warren	0.766%
Fairfax	8.672%	Montgomery	1.205%	Washington	0.996%

Fairfax City	0.269%	Nelson	0.147%	Waynesboro City	0.363%
Falls Church City	0.102%	New Kent	0.156%	Westmoreland	0.223%
Fauquier	1.210%	Newport News City	2.047%	Williamsburg City	0.086%
Floyd	0.182%	Norfolk City	3.388%	Winchester City	0.649%
Fluvanna	0.194%	Northampton	0.122%	Wise	1.756%
Franklin	0.954%	Northumberland	0.129%	Wythe	0.642%
				York	0.561%

EXHIBIT B

Va. Code Ann. § 2.2-2365

Current through the 2021 Regular Session and Special Session I of the General Assembly

VA - Code of Virginia (Annotated) > TITLE 2.2. ADMINISTRATION OF GOVERNMENT > SUBTITLE I. ORGANIZATION OF STATE GOVERNMENT > PART D. STATE AUTHORITIES, BOARDS, COMMISSIONS, COUNCILS, FOUNDATIONS AND OTHER COLLEGIAL BODIES > CHAPTER 22. AUTHORITIES > ARTICLE 12. OPIOID ABATEMENT AUTHORITY

§ 2.2-2365. Definitions

As used in this article, unless the context requires a different meaning:

"Authority" means the Opioid Abatement Authority.

"Board" means the board of directors of the Authority.

"Community services board region" means a region as determined by the Department of Behavioral Health and Developmental Services for purposes of administering Chapter 5 (§ 37.2-500 et seq.) of Title 37.2.

"Fund" means the Opioid Abatement Fund.

"Historically economically disadvantaged community" means the same as such term is defined in § 56-576.

"Local apportionment formula" means any formula submitted to the Attorney General by participating localities pursuant to the provisions of subsection B of § 2.2-507.3.

"Participating locality" means any county or independent city that agrees to be bound by the terms of a settlement agreement entered into by the Attorney General relating to claims regarding the manufacturing, marketing, distribution, or sale of opioids, and that releases its own such claims.

"Regional effort" means any effort involving a partnership of at least two participating localities within a community services board region.

History

2021, Sp. Sess. I, cc. 306, 307.

Annotations

Notes

EFFECTIVE DATE. --

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§ 2.2-2366. Opioid Abatement Authority established

The Opioid Abatement Authority is established as an independent body. The purpose of the Authority is to abate and remediate the opioid epidemic in the Commonwealth through financial support from the Fund, in the form of grants, donations, or other assistance, for efforts to treat, prevent, and reduce opioid use disorder and the misuse of opioids in the Commonwealth. The Authority's exercise of powers conferred by this article shall be deemed to be the performance of an essential governmental function and matters of public necessity for which public moneys may be spent and private property acquired.

History

2021, Sp. Sess. I, cc. 306, *307*.

Annotations

Notes

EFFECTIVE DATE. --

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Va. Code Ann. § 2.2-2367

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§ 2.2-2367. Board of directors; members

A. The Authority shall be governed by a board of directors consisting of 11 members as follows: (i) the Secretary of Health and Human Resources or his designee; (ii) the Chair of the Senate Committee on Finance and Appropriations or his designee and the Chair of the House Committee on Appropriations or his designee; (iii) an elected member of the governing body of a participating locality, to be selected from a list of three submitted jointly by the Virginia Association of Counties and the Virginia Municipal League; (iv) one representative of a community services board or behavioral health authority serving an urban or suburban region containing participating localities and one representative of a community services board or behavioral health authority serving a rural region containing participating localities, each to be selected from lists of three submitted by the Virginia Association of Community Services Boards; (v) one sheriff of a participating locality, to be selected from a list of three submitted by the Virginia Sheriffs' Association; (vi) one licensed, practicing county or city attorney of a participating locality, to be selected from a list of three submitted by the Local Government Attorneys of Virginia; (vii) two medical professionals with expertise in public and behavioral health administration or opioid use disorders and their treatment; and (viii) one representative of the addiction and recovery community.

The member appointed pursuant to clause (i) shall serve ex officio, and the members appointed pursuant to clauses (iii) through (viii) shall be appointed by the Governor. If the term of the office to which a member appointed pursuant to clause (iii) or (v) was elected expires prior to the expiration of his term as a member of the board, the Governor may authorize such member to complete the remainder of his term as a member or may appoint a new member who satisfies the criteria of clause (iii) or (v), as applicable, to complete the remainder of the term.

B. 1. After an initial staggering of terms, members of the Board shall serve terms of four years. No member shall be eligible to serve more than two terms. Any appointment to fill a vacancy shall be for the unexpired term. A person appointed to fill a vacancy may be appointed to serve two additional terms.

2. Ex officio members shall serve terms coincident with their terms of office.

C. The Board shall elect annually a chairman and vice-chairman from among its membership. The chairman, or in his absence the vice-chairman, shall preside at all meetings of the Board.

D. A majority of the members of the Board serving at any one time shall constitute a quorum for the transaction of business.

E. The Board shall meet annually or more frequently at the call of the chairman.

History

2021, Sp. Sess. I, cc. 306, 307.

Annotations

Notes

EDITOR'S NOTE. --

Acts *2021, Sp. Sess. I, cc. 306* and *307* , cl. 2 provides: "That the initial appointments of nonlegislative citizen members to the board of directors of the Opioid Abatement Authority shall be staggered as follows: (i) two nonlegislative citizen members appointed by the Governor shall be appointed for a term of one year, (ii) two nonlegislative citizen members appointed by the Governor shall be appointed for a term of two years, (iii) two nonlegislative citizen members appointed by the Governor shall be appointed for a term of three years, and (iv) two nonlegislative citizen members appointed by the Governor shall be appointed for a term of four years. For purposes of this enactment, "nonlegislative citizen member" means any member identified in clauses (iii) through (viii) of § *2.2-2367 of the Code of Virginia*, as created by this act. Any nonlegislative citizen member appointed to an initial term of less than four years shall be eligible to serve two additional full four-year terms."

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Va. Code Ann. § 2.2-2368

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§ 2.2-2368. Duties of the Authority

The Authority shall:

1. Establish specific criteria and procedures for awards from the Fund;

2. Establish requirements for the submission of funding requests;

3. Evaluate funding requests in accordance with the criteria established by the Authority and the provisions of this article;

4. Make awards from the Fund in a manner that distributes funds equitably among all community services board regions of the Commonwealth, including the establishment of mandatory minimum percentages of funds to be awarded from the Commonwealth to each participating locality;

5. Evaluate the implementation and results of all efforts receiving support from the Authority; and

6. Administer the Fund in accordance with the provisions of this article.

History

2021, Sp. Sess. I, cc. 306, *307*.

Annotations

Notes

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§ 2.2-2369. Powers of the Authority

In order to carry out its purposes, the Authority may:

1. Make grants and disbursements from the Fund that support efforts to treat, prevent, and reduce opioid use disorder and the misuse of opioids or otherwise abate or remediate the opioid epidemic;

2. Pay expenditures from the Fund that are necessary to carry out the purposes of this article;

3. Contract for the services of consultants to assist in the evaluation of the efforts funded by the Authority;

4. Contract for other professional services to assist the Authority in the performance of its duties and responsibilities;

5. Accept, hold, administer, and solicit gifts, grants, bequests, contributions, or other assistance from federal agencies, the Commonwealth, or any other public or private source to carry out the purposes of this article;

6. Enter into any agreement or contract relating to the acceptance or use of any grant, assistance, or support provided by or to the Authority or otherwise in furtherance of the purposes of this article;

7. Perform any lawful acts necessary or appropriate to carry out the purposes of the Authority; and

8. Employ such staff as is necessary to perform the Authority's duties. The Authority may determine the duties of such staff and fix the salaries and compensation of such staff, which shall be paid from the Fund. Staff of the Authority shall be treated as state employees for purposes of participation in the Virginia Retirement System, health insurance, and all other employee benefits offered by the Commonwealth to its classified employees. Staff of the Authority shall not be subject to the provisions of Chapter 29 (*§ 2.2-2900* et seq.) of Title 2.2.

History

2021, Sp. Sess. I, cc. 306, *307*.

Annotations

Notes

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Va. Code Ann. § 2.2-2370

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§ 2.2-2370. Conditions and restrictions on financial assistance

A. The Authority shall provide financial support only for efforts that satisfy the following conditions:

1. The efforts shall be designed to treat, prevent, or reduce opioid use disorder or the misuse of opioids or otherwise abate or remediate the opioid epidemic, which may include efforts to:

a. Support treatment of opioid use disorder and any co-occurring substance use disorder or mental health conditions through evidence-based or evidence-informed methods, programs, or strategies;

b. Support people in recovery from opioid use disorder and any co-occurring substance use disorder or mental health conditions through evidence-based or evidence-informed methods, programs, or strategies;

c. Provide connections to care for people who have, or are at risk of developing, opioid use disorder and any co-occurring substance use disorder or mental health conditions through evidence-based or evidence-informed methods, programs, or strategies;

d. Support efforts, including law-enforcement programs, to address the needs of persons with opioid use disorder and any co-occurring substance use disorder or mental health conditions who are involved in, or are at risk of becoming involved in, the criminal justice system through evidence-based or evidence-informed methods, programs, or strategies;

e. Support drug treatment and recovery courts that provide evidence-based or evidence-informed options for people with opioid use disorder and any co-occurring substance use disorder or mental health conditions;

f. Support efforts to address the needs of pregnant or parenting women with opioid use disorder and any co-occurring substance use disorder or mental health conditions and the needs of their families, including infants with neonatal abstinence syndrome, through evidence-based or evidence-informed methods, programs, or strategies;

g. Support efforts to prevent overprescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed methods, programs, or strategies;

h. Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed methods, programs, or strategies;

i. Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed methods, programs, or strategies; and

j. Support efforts to provide comprehensive resources for patients seeking opioid detoxification, including detoxification services;

2. The efforts shall be conducted or managed by any agency of the Commonwealth or participating locality;

3. No support provided by the Authority shall be used by the recipient to supplant funding for an existing program or continue funding an existing program at its current amount of funding;

4. No support provided by the Authority shall be used by the recipient for indirect costs incurred in the administration of the financial support or for any other purpose proscribed by the Authority; and

5. Recipients of support provided by the Authority shall agree to provide the Authority with such information regarding the implementation of the effort and allow such monitoring and review of the effort as may be required by the Authority to ensure compliance with the terms under which the support is provided.

B. The Authority shall give priority to applications for financial support for efforts that:

1. Collaborate with an existing program or organization that has an established record of success treating, preventing, or reducing opioid use disorder or the misuse of opioids;

2. Treat, prevent, or reduce opioid use disorder or the misuse of opioids in a community with a high incidence of opioid use disorder or opioid death rate, relative to population;

3. Treat, prevent, or reduce opioid use disorder or the misuse of opioids in a historically economically disadvantaged community; or

4. Include a monetary match from or on behalf of the applicant, with higher priority given to an effort with a larger matching amount.

History

2021, Sp. Sess. I, cc. 306, *307*.

Annotations

Notes

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Va. Code Ann. § 2.2-2371

Current through the 2021 Regular Session and Special Session I of the General Assembly

VA - Code of Virginia (Annotated) > TITLE 2.2. ADMINISTRATION OF GOVERNMENT > SUBTITLE I. ORGANIZATION OF STATE GOVERNMENT > PART D. STATE AUTHORITIES, BOARDS, COMMISSIONS, COUNCILS, FOUNDATIONS AND OTHER COLLEGIAL BODIES > CHAPTER 22. AUTHORITIES > ARTICLE 12. OPIOID ABATEMENT AUTHORITY

§ 2.2-2371. Cooperation with other agencies

All agencies of the Commonwealth shall cooperate with the Authority and, upon request, assist the Authority in the performance of its duties and responsibilities.

History

2021, Sp. Sess. I, cc. 306, 307.

Annotations

Notes

EFFECTIVE DATE. --

This section is effective July 1, 2021.

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Va. Code Ann. § 2.2-2372

Current through the 2021 Regular Session and Special Session I of the General Assembly

VA - Code of Virginia (Annotated) > TITLE 2.2. ADMINISTRATION OF GOVERNMENT > SUBTITLE I. ORGANIZATION OF STATE GOVERNMENT > PART D. STATE AUTHORITIES, BOARDS, COMMISSIONS, COUNCILS, FOUNDATIONS AND OTHER COLLEGIAL BODIES > CHAPTER 22. AUTHORITIES > ARTICLE 12. OPIOID ABATEMENT AUTHORITY

§ 2.2-2372. Form and audit of accounts and records

A. The accounts and records of the Authority showing the receipt and disbursement of funds from whatever source derived shall be in such form as the Auditor of Public Accounts prescribes.

B. The accounts and records of the Authority are subject to an annual audit by the Auditor of Public Accounts or his legal representative.

History

2021, Sp. Sess. I, cc. 306, *307*.

Annotations

Notes

EFFECTIVE DATE. --

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Va. Code Ann. § 2.2-2373

Current through the 2021 Regular Session and Special Session I of the General Assembly

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§ 2.2-2373. Annual report

The Authority shall submit to the Governor and the General Assembly an annual executive summary of the interim activity and work of the Authority no later than the first day of each regular session of the General Assembly. The executive summary shall be submitted as a report document as provided in the procedures of the Division of Legislative Automated Systems for the processing of legislative documents and reports and shall be posted on the General Assembly's website. The executive summary shall include information regarding efforts supported by the Authority and expenditures from the Fund.

History

2021, Sp. Sess. I, cc. 306, 307.

Annotations

Notes

EFFECTIVE DATE. --

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Va. Code Ann. § 2.2-2374

Current through the 2021 Regular Session and Special Session I of the General Assembly

VA - Code of Virginia (Annotated) > TITLE 2.2. ADMINISTRATION OF GOVERNMENT > SUBTITLE I. ORGANIZATION OF STATE GOVERNMENT > PART D. STATE AUTHORITIES, BOARDS, COMMISSIONS, COUNCILS, FOUNDATIONS AND OTHER COLLEGIAL BODIES > CHAPTER 22. AUTHORITIES > ARTICLE 12. OPIOID ABATEMENT AUTHORITY

§ 2.2-2374. Opioid Abatement Fund

A. There is hereby created in the state treasury a special, nonreverting fund to be known as the Opioid Abatement Fund, referred to in this section as "the Fund," to be administered by the Authority. All funds appropriated to the Fund, all funds designated by the Attorney General under § 2.2-507.3 from settlements, judgments, verdicts, and other court orders relating to claims regarding the manufacturing, marketing, distribution, or sale of opioids, and any gifts, donations, grants, bequests, and other funds received on the Fund's behalf shall be paid into the state treasury and credited to the Fund. Interest earned on moneys in the Fund shall remain in the Fund and be credited to it. Any moneys remaining in the Fund at the end of each fiscal year, including interest thereon, shall not revert to the general fund but shall remain in the Fund. Expenditures and disbursements from the Fund, which may consist of grants or loans, shall be authorized by majority vote of the Board.

B. Moneys in the Fund shall be used to provide grants and loans to any agency of the Commonwealth or participating locality for the purposes determined by the Authority in accordance with this article and in consultation with the Office of the Attorney General. The Authority shall develop guidelines, procedures, and criteria for the application for and award of grants or loans in consultation with the Office of the Attorney General. Such guidelines, procedures, and criteria shall comply with the terms of any applicable settlement, judgment, verdict, or other court order, or any agreement related thereto between the Attorney General and participating localities.

C. The Authority shall fund all staffing and administrative costs from the Fund. Its expenditures for staffing and administration shall be limited to those that are reasonable for carrying out the purposes of this article.

D. For every deposit to the Fund, the Authority shall allocate a portion to the following purposes:

1. Fifteen percent shall be restricted for use by state agencies;

2. Fifteen percent shall be restricted for use by participating localities, provided that if the terms of a settlement, judgment, verdict, or other court order, or any agreement related thereto between the Attorney General and participating localities, require this portion to be distributed according to a local apportionment formula, this portion shall be distributed in accordance with such formula;

3. Thirty-five percent shall be restricted for use for regional efforts; and

4. Thirty-five percent shall be unrestricted. Unrestricted funds may be used to fund the Authority's staffing and administrative costs and may be distributed for use by state agencies, by participating localities, or for regional efforts in addition to the amounts set forth in subdivisions 1, 2, and 3, provided that the Authority shall ensure that such funds are used to accomplish the purposes of this article or invested under subsection F.

E. In distributing money from the Fund under subsection D, the Authority shall balance immediate and anticipated needs with projected receipts of funds to best accomplish the purposes for which the Authority is established.

F.The Board may designate any amount from the Fund to be invested, reinvested, and managed by the Board of the Virginia Retirement System as provided in § 51.1-124.40. The State Treasurer is not liable for losses suffered by the Virginia Retirement System on investments made under the authority of this section.

History

2021, Sp. Sess. I, cc. 306, 307.

Annotations

Notes

EFFECTIVE DATE. --

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Va. Code Ann. § 2.2-2375

Current through the 2021 Regular Session and Special Session I of the General Assembly

VA - Code of Virginia (Annotated) > TITLE 2.2. ADMINISTRATION OF GOVERNMENT > SUBTITLE I. ORGANIZATION OF STATE GOVERNMENT > PART D. STATE AUTHORITIES, BOARDS, COMMISSIONS, COUNCILS, FOUNDATIONS AND OTHER COLLEGIAL BODIES > CHAPTER 22. AUTHORITIES > ARTICLE 12. OPIOID ABATEMENT AUTHORITY

§ 2.2-2375. Exemption from taxes or assessments

The exercise of the powers granted by this article shall be in all respects for the benefit of the people of the Commonwealth, for the increase of their commerce and prosperity, and for the improvement of their health and living conditions, and as the operation and maintenance of projects by the Authority and the undertaking of activities in furtherance of the purpose of the Authority constitute the performance of essential governmental functions, the Authority shall not be required to pay any taxes or assessments upon any project or any property acquired or used by the Authority under the provisions of this article or upon the income therefrom, including sales and use taxes on tangible personal property used in the operations of the Authority, and shall at all times be free from state and local taxation. The exemption granted in this section shall not be construed to extend to persons conducting on the premises of a facility businesses for which local or state taxes would otherwise be required.

History

2021, Sp. Sess. I, cc. 306, *307*.

Annotations

Notes

EFFECTIVE DATE. --

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Va. Code Ann. § 2.2-2376

Current through the 2021 Regular Session and Special Session I of the General Assembly

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§ 2.2-2376. Exemption of Authority from personnel and procurement procedures

The provisions of the Virginia Personnel Act (*§ 2.2-2900* et seq.) and the Virginia Public Procurement Act (*§ 2.2-4300* et seq.) shall not apply to the Authority in the exercise of any power conferred under this article.

History

2021, Sp. Sess. I, cc. 306, *307*.

Annotations

Notes

EFFECTIVE DATE. --

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Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	October 26, 2021
Title:	Spotsylvania County Redistricting Criteria and Policies

Agenda Title:	Spotsylvania County Redistricting Criteria and Policies
Recommendation:	The Board should adopt redistricting criteria and policies in order to guide the establishment of new district lines for the Board of Supervisors and School Board.
Summary:	The attached criteria and policies have been prepared by the County Attorney's office after reviewing criteria adopted by the Virginia General Assembly, other localities, federal law, state law, and applicable court decisions.
Financial Impact:	None
Staff Contacts:	Mark Cole, Deputy County Administrator
Legal Counsel:	Jessica M. DesNoyer, Assistant County Attorney
Additional Background/Other Considerations:	The County is required to redraw district lines every 10 years after the national census in order to ensure that district populations are approximately equal. Due to the pandemic, the receipt of census data was delayed so that districts could not be redrawn in time for 2021 elections; however, they must be redrawn in time for 2022 elections.
Consequence of Denial/Inaction:	Drawing of new district lines may be done contrary to law and may be more likely to be challenged in court.

ATTACHMENTS:

File Name	Description	Type
Spotsylvania_County_Redistricting_Criteria_2021.docx	Spotsylvania County Redistricting Criteria and Policies	Memorandum

Spotsylvania County 2021 Redistricting Criteria

Legal Criteria:

1. The governing body of the County shall be a Board of Supervisors ("the Board") composed of seven members, one elected from each of the seven election districts in the County. All seven members serve staggered terms of four years.

2. The election districts will be composed of contiguous and compact territory and constituted as to give, as nearly as is practicable, representation in proportion to the population of the district.

3. The election districts must have boundaries that are clearly defined and clearly observable, as defined by Virginia law.

4. The election districts will be drawn in accordance with the requirements of the Constitution of the United States, including the Equal Protection Clause of the Fourteenth Amendment, and the Constitution of Virginia; federal and state laws, including the federal Voting Rights Act of 1965, as amended; and relevant judicial decisions relating to racial and ethnic fairness.

5. Changes in district boundaries to meet the tests of equitable population distribution among the districts will be made with a minimum disruption of the then existing district pattern of service.

6. Precincts must be wholly contained within single congressional, state and local election districts.

Policies:

1. The Board will consider redistricting plans that maintain the seven existing election districts as well as any other plans that propose a lawful number of election districts.

2. As district populations must be as equal as possible, the Board will not consider redistricting plans that would result in a maximum population deviation (i.e., the sum of the percentage deviations from population equality of the most- and least-populated districts) that is greater than ten percent.

3. The Board will not consider redistricting plans that result in any district population exceeding five percent less or five percent more than the ideal district population.

4. The Board will not consider redistricting plans that result in the denial or abridgement of the rights of any racial or language minority group to participate in the political process.

5. The Board will consider existing geographical and political boundaries.

6. The Board will consider established communities of interest. A community of interest is defined as a neighborhood or geographically defined group of people living in an area who share similar social, cultural, and economic interests. Present and planned use of land and public facilities are relevant to defining communities of interest. A community of interest does not include a community based upon political affiliation or relationship with a political party.

7. The Board will consider existing districts and incumbent representation on local public bodies that may be affected by reapportionment.

8. The Board encourages redistricting plans that are based on existing voting precinct boundaries, and where changes are necessary, precincts shall be divided along census block boundaries.

9. The Board encourages interested persons to submit redistricting plans to the County. Proponents of any plan shall submit appropriate maps of proposed election districts and statistical summaries and analyses. The statistical analyses shall show the deviation of each election district from the target district population, the maximum population deviation, and the population counts for each district by race and ethnicity.

10. The Board encourages interested persons to submit proposals for amending or revising any redistricting plan that has been submitted to the County. Proponents of any such amendment or revision shall submit appropriate maps showing the proposed changes and statistical summaries and analyses. The statistical analyses shall show the deviation of each election district from the target district population, the maximum population deviation, and the population counts for each district by race and ethnicity.

11. In addition to the public participation encouraged by Policies 9 and 10 above, the Board encourages public comments or recommendations from interested persons on any plan or change to a plan that has been submitted.

12. All of the foregoing criteria shall be considered in the redistricting and reapportionment process, but population equality among districts and compliance with federal and state constitutional and statutory requirements, including the federal Voting Rights Act of 1965, as amended, shall be given priority in the event of conflict among the criteria.

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	October 26, 2021
Title:	Public Hearing: Conveyance of Private Utility Easement to Sandra G. Baxter Revocable Trust Through Tax Map 23-A-49A

Type:	Public Hearing
Agenda Title:	Public Hearing: Conveyance of Private Utility Easement to Sandra G. Baxter Revocable Trust Through Tax Map 23-A-49A
Recommendation:	Authorize the County Administrator to execute the related easement documents pending the results of the Public Hearing.
Summary:	The Sandra G. Baxter Revocable Trust is requesting a private utility easement across the County parcel Tax Map 23-A-49A. The easement will serve the Age-wise development as previously approved by the Board. The easement as requested does not impact the County's future use of the property. The developer will compensate the County $400.00 for conveyance of the easement.
Financial Impact:	$400.00 Compensation package paid to County
Staff Contacts:	Benjamin Loveday, PE Assistant County Administrator Wanda Parrish, Assistant County Administrator
Legal Counsel:	Alexandra Spaulding, Senior Assistant County Attorney
Additional Background/Other Considerations:	This easement is associated with the Age-wise Development located on Harrison Road that was previously approved by the Board.
Consequence of Denial/Inaction:	The developer would not be able to serve the property with sewer.

ATTACHMENTS:

File Name	Description	Type

Plat-_Auth_for_PH_TM_23-A-49A_(1).pdf	Plat	Agreement
Deed_of_Easement_-_TM_23-A-49A.pdf	Deed of Easement	Backup Material
PH-_Baxter_Tear_Sheet.pdf	FLS- Ad	Backup Material

OWNER'S CONSENT AND DEDICATION

THE EASEMENT SHOWN ON THIS PLAT FOR TAX MAP 23-A-49A AND TAX MAP 22E-8-A, OPEN SPACE, CHANCELLOR GREEN, SITUATED IN THE CHANCELLOR AND COURTLAND MAGISTERIAL DISTRICTS, SPOTSYLVANIA COUNTY, VIRGINIA IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS THEREOF; THE NON-PRIVATE EASEMENT SHOWN ON SAID PLAT ARE HEREBY DEDICATED TO THE PUBLIC USE. THE UNDERSIGNED OWNERS CERTIFY THAT THE EASEMENT SHOWN HEREON IS NECESSARY FOR THE REASONABLE DEVELOPMENT AND USE OF THE PROPERTY.

THE SAID TAX MAP 23-A-49A HEREBY HAVING BEEN CONVEYED TO COUNTY OF SPOTSYLVANIA, VIRGINIA, BY SILVER COMMUNITIES, INC., BY DEED DATED AUGUST 14, 1992, AND RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF SPOTSYLVANIA COUNTY, VIRGINIA, IN DEED BOOK 1056, PAGE 609.

THE SAID TAX MAP 22E-8-A, OPEN SPACE, CHANCELLOR GREEN HEREBY HAVING BEEN CONVEYED TO CHANCELLOR GREEN CIVIC ASSOCIATION, INCORPORATED, BY MICHAEL R. LAVINGTON AND C. JUNE LAVINGTON, BY DEED DATED JUNE 11, 1990, AND RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF SPOTSYLVANIA COUNTY, VIRGINIA, IN DEED BOOK 918, PAGE 531.

GIVEN UNDER MY HAND THIS _____ DAY OF _____, 2020.

_____(SEAL)
ED PETROVITCH
COUNTY ADMINISTRATOR
COUNTY OF SPOTSYLVANIA, VIRGINIA

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA, TO WIT:
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY
ED PETROVITCH, COUNTY ADMINISTRATOR
COUNTY OF SPOTSYLVANIA, VIRGINIA

THIS _____ DAY OF _____, 2020
MY COMMISSION EXPIRES:
MY REGISTRATION NUMBER IS:

_____ NOTARY PUBLIC

_____(SEAL)
JON REED
CHAIRMAN
CHANCELLOR GREEN CIVIC ASSOCIATION, INCORPORATED

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA, TO WIT:
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY
JON REED, CHAIRMAN
CHANCELLOR GREEN CIVIC ASSOCIATION, INCORPORATED

THIS 2nd DAY OF March, 2020
MY COMMISSION EXPIRES: November 30, 2020
MY REGISTRATION NUMBER IS:
277870
NOTARY PUBLIC

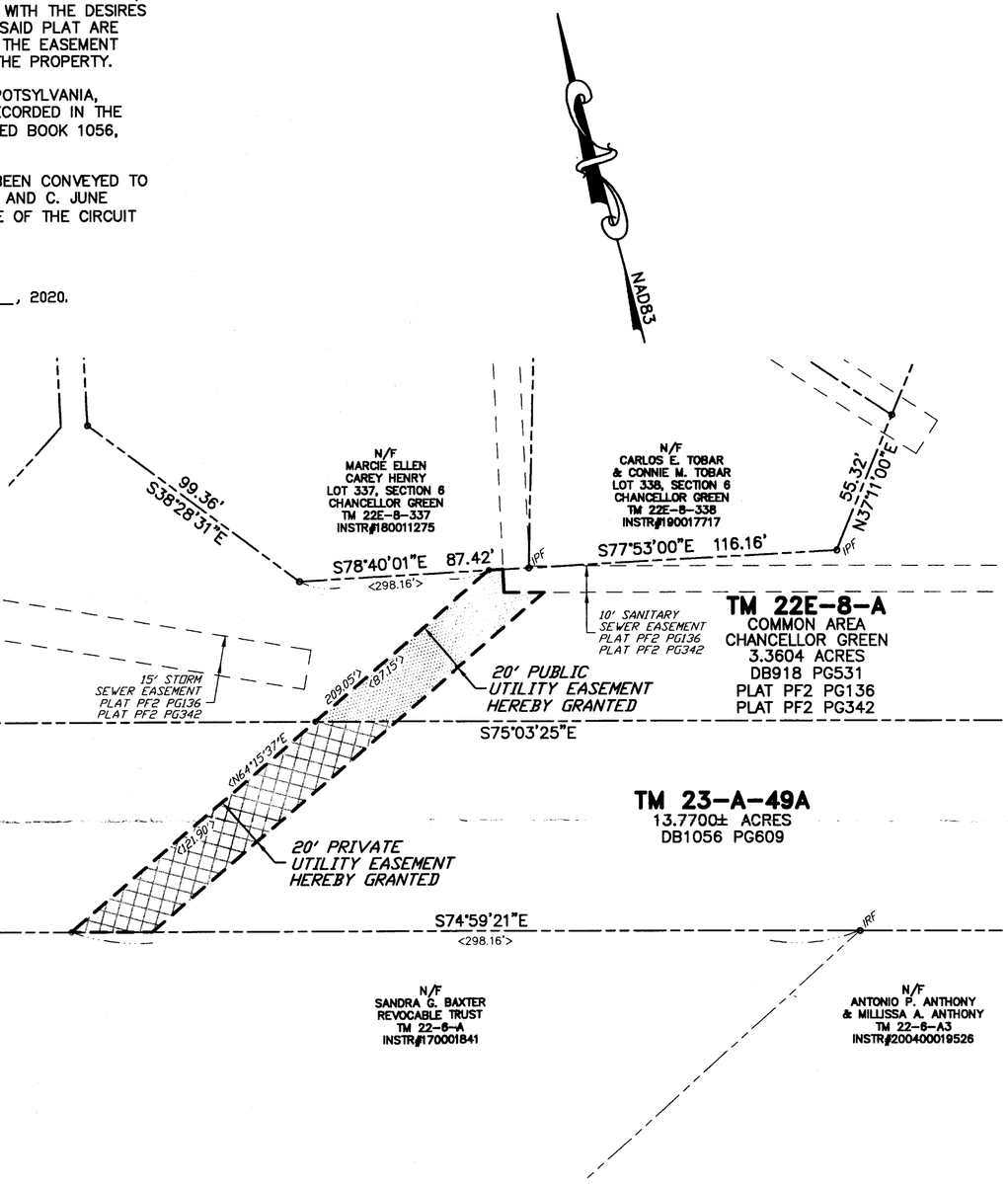
STEPHEN G. JUDY NOTARY PUBLIC MY COMMISSION NUMBER 277870 COMMONWEALTH OF VIRGINIA

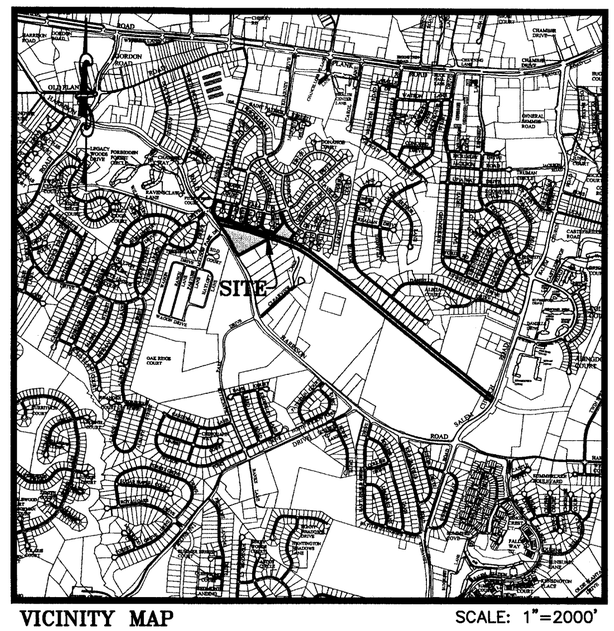
GENERAL NOTES

1. TAX MAP PARCEL: 23-A-49A, 22E-8-A
2. PARCEL ZONING: R1
3. THIS PROPERTY WILL BE SERVICED BY PUBLIC WATER AND SEWER
4. THIS PLAT IS SUBJECT TO ANY EASEMENTS AND RESTRICTIONS OF RECORD.
5. THIS SURVEY DOES NOT ADDRESS TOXIC OR CONTAMINATED WASTE OR SOIL CONDITIONS NOR HAVE ANY REPORTS, STUDIES, ETC... BEEN FURNISHED TO THIS SURVEYOR OTHER THAN THOSE NOTED.
6. NO PORTION OF THE LAND HEREON IS LOCATED IN THE F.I.R.M. 100 YEAR SPECIAL FLOOD HAZARD AREA ZONE "A", AS INDICATED ON FEMA MAP 510308 0075C DATED FEBRUARY 18, 1998. HOWEVER, THE LAND IS LOCATED IN ZONE "X".
7. LANDOWNER:

23-A-49A	22E-8-A
SPOTSYLVANIA COUNTY, VIRGINIA	CHANCELLOR GREEN CIVIC
ATTN: ED PETROVITCH	ASSOCIATION, INCORPORATED
9104 COURTHOUSE ROAD	ATTN: JON REED
SPOTSYLVANIA, VA 22553	816 KILARNEY DRIVE
	FREDERICKSBURG, VA 22407

8. CBPA IS AN OVERLAY DISTRICT FOR THE ENTIRE SPOTSYLVANIA COUNTY AND THE PARCEL DESCRIBED WITHIN THIS PLAN LIES WITHIN THE RMA FEATURES AND DOES NOT CONTAIN RPA FEATURES WITHIN THE CHESAPEAKE BAY PRESERVATION AREA OVERLAY DISTRICT.
9. PORTIONS OF THE PROPERTIES ARE LOCATED IN THE PRIMARY ZONE OF THE HIGHWAY CORRIDOR OVERLAY DISTRICT. HOWEVER, THESE PORTIONS ARE IN AREAS OF THE PROPERTY NOT SHOWN ON THE PLAT.





VICINITY MAP SCALE: 1"=2000'

CERTIFICATE OF APPROVAL

BASED ON THE REPRESENTATIONS CONTAINED IN THE OWNER'S CONSENT, THE NON-PRIVATE EASEMENT SHOWN HEREON IS APPROVED AS A NECESSARY CHANGE AND THE COUNTY ACCEPTS ALL DEDICATIONS.

_____
COUNTY ADMINISTRATOR OR DATE
AGENT OF THE COUNTY BOARD OF SUPERVISORS

NOTICE: THIS PLAT SHALL BECOME NULL AND VOID AND BE OF NO FURTHER FORCE AND EFFECT IF THE PLAT IS NOT RECORDED IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF SPOTSYLVANIA COUNTY WITHIN SIX (6) MONTHS OF THE DATE OF APPROVAL.

THE FOREGOING PLAT IS NOT APPROVED UNTIL ALL SIGNATURES HAVE BEEN OBTAINED.

NOTICE: APPROVAL AND/OR RECORDING OF THIS PLAT DOES NOT CONSTITUTE ASSURANCE THAT THE PUBLIC SEWER OR PUBLIC WATER SERVICE WILL BE AVAILABLE TO SERVE THE LAND DESCRIBED ON THIS PLAT AT ANY PARTICULAR TIME.

0' 40' 80' 120'

COMMONWEALTH OF VIRGINIA
CHAD LEWIS WEBB
Lic. No. 3131
2-24-20
LAND SURVEYOR

REVISION BLOCK

DATE	REVISION
1-3-20	COUNTY COMMENTS
2-24-20	COUNTY COMMENTS

EASEMENT PLAT

TM 23-A-49A &
TM 22E-8-A OPEN SPACE
CHANCELLOR GREEN
CHANCELLOR MAGISTERIAL DISTRICT
& COURTLAND MAGISTERIAL DISTRICT
SPOTSYLVANIA CO., VA.

WEBB AND ASSOCIATES
11903 BOWMAN DRIVE, SUITE 106
FREDERICKSBURG, VA. 22408
(540)371-1209 • "FAX"(540)371-4650

DATE: DEC. 6, 2019
SCALE: 1" = 40'
DESIGNED BY: DWR
DRAWN BY: PSM
CHECKED BY: CLW
SHEET NO. 1 OF 1 SHEETS

<19C135P>ACAD/PSM

Prepared by: Alexandra Spaulding, Sr. Asst. Co. Attorney, VSB #48800
Address: Office of the County Attorney,
9105 Courthouse Road
Spotsylvania Courthouse, VA 22553

EXEMPT FROM TAXES PURSUANT TO VIRGINIA CODE SECTION 58.1-811(3) Tax Map No. 23-A-49A

THIS DEED OF EASEMENT ("Deed"), is made this____day of_____2021, by and between the COUNTY OF SPOTSYLVANIA, Virginia, a political subdivision of the Commonwealth of Virginia ("County" or "Landowner"), Grantor, and SANDRA G. BAXTER REVOCABLE TRUST ("Trust"), Grantee, by and through Sandra G. Baxter, Trustee ("Trustee"), and any heirs, successors, or assigns (collectively "Grantee").

THIS DEED WITNESSETH THAT for and in consideration of Four Hundred Dollars and 00/100 ($400.00) cash in hand paid to the County by the Trust, and other good and valuable consideration, the receipt of which is hereby acknowledged, the County does hereby grant and convey a non-exclusive 20-foot private utility easement ("Easement") with General Warranty of title, all of that certain property identified as a "20' PRIVATE UTILITY EASEMENT HEREBY GRANTED, as shown and designated on the plat dated Dec. 6, 2019, and last revised on Feb. 24, 2020, entitled "EASEMENT PLAT TM 23-A-49A AND TM 22E-8-A OPEN SPACE CHANCELLOR GREEN CHANCELOR MAGISTERIAL DISTRICT AND COURTLAND MAGISTERIAL DISTRICT SPOTSYLVANIA CO., VA." ("Plat") (formerly titled "EASEMENT PLAT TM 23-A-49A and TM 22E-8-A OPEN SPACE CHANCELLOR GREEN SALEM DISTRICT SPOTSYLVANIA CO., VA"), which is recorded simultaneously herewith and which is incorporated herein by this reference, for the purpose of installation, inspection, maintenance, operation, repair, and replacement of private utility lines, pipes, and facilities ("Private Facilities") beneath, upon, and over the strip of land shown and designated on the Plat. Such Easement, which shall run with the land, is subject to the following:

1. All Private Facilities and appurtenances installed in or on said Easement now or in the future by or for the Grantee shall be and remain the property of the Grantee.
2. The Grantee shall have the right to inspect, maintain, operate, repair and replace its installed Private Facilities within the Easement and will have such rights and privileges as may be reasonably necessary for the full use for any of the aforesaid purposes of the Easement and rights herein granted.
3. The Grantee, and its contractors, agents, and employees, for the purpose of installing, inspecting, maintaining, repairing and replacing the Private Facilities and appurtenances thereto shall have the right and easement of ingress and egress over any lands of the Grantor

immediately adjacent to the described Easement in such manner as shall occasion the least practicable damage and inconvenience to the Grantor and to the public.

4. To the extent proper installation, inspection, maintenance or other act related to the Private Facilities would require the Grantee (and/or any other permitted on the property at the request of the Grantee) to block all public access to the Easement area, the Grantee shall provide to the County, through its County Administrator, the Building Director, and the Planning Director, written notice no less than 20 business days in advance before blocking all access. The Grantee for the purpose of installation, inspection, maintenance, repair or replacement of the Private Facilities will post notice in the area with multiple signage of the proper nature as well as put safety measures in place, as determined by the County in its sole discretion for the safety of the general public.
5. Along with any other requirements of the County's Site Plan approval process, prior to Grantee, its employees, agents, contractors, and any or all others accessing the Easement for the purpose of installation, inspections that involve land disturbance, maintenance, repairs, and replacement of the Private Facilities, Grantee shall provide the following to the County Administrator, the Utilities Director, the Building Director, and the Planning Director for approval, said approval being a condition of the rights herein granted: 1) A set of detailed plans and profile design drawings setting out the design of the Private Facilities and any attendant facilities and appurtenances thereto. The plans will show on the same sheet the plan and design of the contiguous sections of easements and the proposed Private Facilities. The design and detailed plans required by this section and all subsequent revisions thereof shall be prepared in accordance with all applicable, federal, State and County laws and standards. 2) A timeline for accomplishing the work intended, which timeline shall be approved by the County through its County Administrator, the Utilities Director, the Building Director, and the Planning Director based upon a reasonable standard for the type of work being done. Should the work not be able to be accomplished in the time approved by the County, the Grantee will request an extension, in writing, such request being sent to the County Administrator and the three department directors and state the reasons for such request. 3) The proposed signage and safety measures to be taken based upon the nature of the work being done.
6. If the Grantee desires to deviate from the plans and/or specifications, which have been

approved, or to make any changes or revisions thereto, the Grantee shall make such request to the County, in writing, such request being sent to the County Administrator, the Utilities Director, the Building Director, and the Planning Director, and state the reasons for such request. Revised plans, specifications, and other data required in Paragraph 5, shall accompany the request.

7. When any work on the private utility facility is done, the Grantee will immediately and completely restore any area it disturbs on the County's property within or without the Easement to its condition prior to such disturbance, utilizing the same type materials as found prior to such disturbance, as determined by the County in its sole discretion. If the County is required to undertake any restoration work related to Grantee's use of the Easement, the Grantee agrees to reimburse the County in full for the County's expended cost, to include materials and labor, immediately upon written demand by the County for such sums.
8. The Grantee agrees to maintain the Private Facilities in good working order at all times and for as long as the Private Facilities are privately owned and being used for the purposes for which they are intended.
9. Should the use of or need for the Private Facilities ever cease to exist for whatever reason, or should the Grantee ever abandon the Private Facilities, the Grantee will, solely at its own expense, remove the Private Facilities and, as required herein, restore the County's property fully. The exception to this requirement would be if the County specially agrees in writing to allow the Grantee to abandon the private facilities in place.
10. The Grantee, its successors or assigns, its agents, contractors and employees, have no authority to grant any other party the right to use, and will not themselves use any part of the area within such Easement for any purpose or in any manner other than for the purpose for which this Easement was granted.
11. The County reserves the right to make use of the land subject to the rights herein granted, which use shall not be inconsistent with the rights herein conveyed or interfere with the use of the Easement by the Grantee for the purposes aforesaid.
12. Notwithstanding the County's sole discretion related to various provisions in this Easement, the Grantee releases, acquits, waives, and forever discharges Spotsylvania County, Virginia, the Board of County Supervisors of Spotsylvania County, Virginia, any

and all its officers, agents, employees, and volunteers, and their heirs, executors and assigns from any liability now accrued or hereafter to accrue on account of any and all claims or causes of action which may now or may hereafter accrue for bodily injuries, personal injuries, damage to property, loss of services, medical expenses, lost wages, pain and suffering, economic losses, contribution, indemnity, and losses or damages of any and every kind or nature whatsoever, now known or unknown or that may hereafter develop, sustained or received in connection with the installation, inspection, maintenance, operation, repair, replacement, or any action taken related to the aforementioned Private Facilities by the Grantee, its employees, contractors, agents, heirs, successors, or assigns.

13. Nothing herein shall be deemed to prohibit the placement of anything, including but not limited to: structures, roads, and fences by the County within the Easement.
14. The County Administrator or his/her designee is empowered by the Board of Supervisors to review all subsequent submissions and grant approval, which will be demonstrated by his/her notarized signature on items submitted as required herein.
15. Nothing herein will impose any duty upon the County owed to any private party or the public generally to enforce any of the provisions herein.
16. This instrument covers all the agreements between the parties.

The County of Spotsylvania, Virginia, acting by and through its Board of Supervisors, on October 26, 2021, did adopt the attached Resolution No._____by which the Board approved and authorized the granting of the Private Facilities easement over and upon TM #23-A-49A to Sandra G. Baxter Revocable Trust.

SIGNATURES ON THE FOLLOWING PAGE

WITNESS the following signatures and seals:

SANDRA G. BAXTER REVOCABLE TRUST

By: _____
Sandra G. Baxter, Trustee

COMMONWEALTH OF _____
CITY/COUNTY OF_____, to-wit:

The foregoing document was acknowledged before me this____day of_____, 2021, by Sandra G. Baxter who is the Trustee of Sandra G. Baxter Revocable Trust.

_____
Notary Public

My Commission Expires: _____
Registration number: _____

COUNTY OF SPOTSYLVANIA, VIRGINIA

By: _____
Ed Petrovitch, County Administrator

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA, to-wit:

The foregoing document was acknowledged before me this_____day of_____, 2021, by Ed Petrovitch, who is the County Administrator of Spotsylvania County.

_____
Notary Public

My Commission Expires: _____
Registration number: _____

APPROVED AS TO FORM:

_____
COUNTY ATTORNEY

Panel's preliminary congressional map draws Spanberger out of 7th

BY ANDREW CAIN
RICHMOND TIMES-DISPATCH

Spanberger

Virginia's redistricting commission is assessing a proposed unified map of the state's congressional districts that would draw Rep. Abigail Spanberger, D-7th, out of the district and would split Henrico County into three congressional districts.

The commission, which has a week to reach an agreement on a congressional map, appears far from consensus, and members said the proposal is far from a finished product. The panel of eight Democrats and eight Republicans would need a supermajority—12 of its 16 members—to send a map to the General Assembly for its consideration. If the commission or the legislature fails to agree on a map, the state Supreme Court will draw the new boundaries.

The proposed division of Henrico did not sit well with Democratic legislators and public commenters at Monday's meeting, or with dozens of people who left online comments for the commission.

"It is absolutely outrageous that Henrico County is being split into three congressional districts," Brittany Rose, a resident of western Henrico, told the panel.

Western Henrico resident Christina Vida told the commissioners that the community is tied to the Richmond area economically and culturally and "has no particular affinity to the Northern Neck or coastal Virginia." She said the map does not account for political proportionality and that adjustments to the 7th "appear to gerrymander Abigail Spanberger out of her congressional seat."

Elizabeth Thurman, among dozens who criticized the map in the commission's online comments section, wrote that there is no reason Henrico should "have parts that run to the Eastern Shore and NC line. These groups have little in common in terms of community OR geography."

Sen. George Barker, D-Fairfax, told fellow commissioners: "We have a map that ... in effect ... gutted a district that has been held for the last two elections by a Democrat."

In 2018 and 2020, Spanberger narrowly won elections in the 7th District by carrying the western portions of Chesterfield and Henrico counties by sufficient margins to overcome her losses in the district's eight rural counties: Amelia, Culpeper, Goochland, Louisa, Nottoway, Orange, Powhatan and Spotsylvania.

Under the proposed map, the new 7th would no longer be a Richmond-area district, but an outer Northern Virginia district that stretches from Frederick County south to Greene County and east to the counties of Prince William and Stafford.

The proposed state map would balkanize Spanberger's political base.

It would move nearly 258,000 voters in western Chesterfield and nearly 25,000 voters in western Henrico into a redrawn 5th District that stretches from the counties of Chesterfield and Goochland southwest to Halifax County and Danville on the North Carolina line.

That proposed district, based on 2016 election results, voted 55% for Republican Donald Trump and 40.5% for Democrat Hillary Clinton, according to the Virginia Public Access Project. Republican Rep. Bob Good now represents the 5th.

The map would move nearly 200,000 voters in western Henrico into a redrawn 1st District, now represented by Republican Rep. Rob Wittman. That redrawn district would range from the counties of Orange and Louisa southeast to the counties of James City, Gloucester and Mathews.

The new 1st would retain Hanover and New Kent counties and would add 140,000 voters from Spotsylvania, currently in the 7th. In 2016, the newly proposed 1st District voted 56.7% for Trump and 38.2% for Clinton, according to VPAP.

The proposed 4th District, currently represented by Democratic Rep. Don McEachin, would remain largely intact. The district would continue to include eastern Chesterfield and eastern Henrico as well as the cities of Richmond and Petersburg, and extend southeast to Chesapeake. It would gain about 17,500 voters from the 7th District.

At least three of the commission's eight Democrats indicated they consider the map's current version a nonstarter, citing its split of Henrico into three districts, its division of Prince William County among the proposed 7th, 10th and 11th districts, its division of Lynchburg between the proposed 5th and 6th districts, and its split of Northern Virginia's Dulles corridor between the 10th and 11th districts.

Some online commenters also have objected to the proposed move of Albemarle County and Charlottesville from the 5th into a more conservative 6th District, and the proposed move of the city of Roanoke and more of Roanoke County from the 6th to a new 9th District in Southwest Virginia.

Sen. Bill Stanley, R-Franklin, said Monday that the commission members and the mapmakers have to make tough choices.

"You can't do much with the population shifts in the west," he said, "so a lot of 9 and a lot of 6 and a lot of 5 are going to be the same ... whomever draws them."

The proposed congressional map, a mashup of districts proposed by Democratic and Republican map drawers, would result in five strong or leaning Democratic districts, five strong or leaning Republican districts, and a competitive proposed 2nd District based in Virginia Beach. Democrats now hold seven of the state's 11 U.S. House seats.

Sen. Ryan McDougle, R-Hanover, said that as the commission takes into consideration population shifts, voting rights issues and compactness of districts, the panel still must try to reach consensus on what constitutes political fairness.

Andrew Cain: (804) 649-6645
acain@timesdispatch.com

U.S. HOUSE OF REP. STAFFER FACES CHILD PORN CHARGES

BURKE (AP)—A man who works for the sergeant-at-arms of the U.S. House of Representatives has been charged with possession of child pornography, according to police.

Stefan Bieret, 41, of Burke was arrested on Wednesday and charged with 10 felonies related to possessing child pornography, Fairfax County police said.

The Washington Post reported that he was being held without bond and is expected back in court next month. Bieret's attorney did not return calls seeking comment.

The investigation began when the National Center for Missing and Exploited Children was notified of a potentially illicit image uploaded to a Dropbox account, police said. The matter was reported to a task force on internet crimes against children.

Legal Services Legal Services Legal Services

SPOTSYLVANIA COUNTY
NOTICE OF PUBLIC HEARING

The Spotsylvania County Board of Supervisors will hold a public hearing at 6:30 p.m. on Tuesday, October, 26, 2021, in the Board of Supervisors Meeting Room in the Richard E. Holbert Building, 9104 Courthouse Road, Spotsylvania, Virginia, to consider the following amendments to the current FY 2022 Budget:

Adjustment to the FY 2022 Budget for a) payoff of refunded bonds; b) final debt service stemming from issuance of the 2021 General Obligation (GO) and 2021 Lease Revenue Refunding bonds; c) project budgets funded by these bonds; and d) costs of bond issuance.

	Current Budget	Proposed Adjustment	Revised Budget
General Fund			
Revenues			
Bond Proceeds	$0	$9,509,134	$9,509,134
Use of Fund Balance	$8,301,581	($143,719)	$8,157,862
Expenditures			
Issuance Costs & Bond Payoff	$0	$9,509,134	$9,509,134
Debt Service	$9,916,653	($143,719)	$9,772,934
Transportation Fund			
Revenues			
Bond Proceeds	$0	$1,884,996	$1,884,996
Use of Fund Balance	($929,803)	($12,349)	($942,152)
Expenditures			
Issuance Costs & Bond Payoff	$0	$1,884,996	$1,884,996
Debt Service	$5,250,370	($12,349)	$5,238,021
Capital Projects Fund			
Revenues			
Bond Proceeds	$0	$14,610,995	$14,610,995
Expenditures			
Issuance & Project Costs	$19,372,478	$14,610,995	$33,983,473
School Operating Fund			
Revenues			
Bond Proceeds	$0	$28,085,831	$28,085,831
Expenditures			
Issuance Costs & Bond Payoff	$0	$28,085,831	$28,085,831
School Capital Projects Fund			
Revenues			
Bond Proceeds	$18,109,528	$164,145	$18,273,673
Expenditures			
Issuance Costs	$0	$164,145	$164,145

Information concerning this amendment is available in the Office of Budget & Grants, located in the Marshall Center at 8800 Courthouse Road, Spotsylvania, Virginia, between 8:00 a.m. and 4:30 p.m., Monday through Friday. Please call ahead to (540) 507-7575 to arrange a time to view the materials. Additionally, information will be available online for viewing on October 19, 2021 as part of the agenda for the October 26, 2021 meeting which can be accessed here: https://www.spotsylvania.va.us/1547/Meeting-Agendas.

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 at (540) 507-7010 of any accommodations you may require at least five days before the meeting.

Those desiring to submit written comments to be read publically to the Board may do so immediately through www.spotsylvania.va.us/comments, 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 drop box should be in a sealed envelope which is clearly marked with *"Bond budget adjustment."* Written comments not received by County staff by 12:00 P.M. on the day of a meeting are not required to be presented to the Board.

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 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.

BY ORDER OF THE SPOTSYLVANIA COUNTY
BOARD OF SUPERVISORS
ED PETROVITCH, COUNTY ADMINISTRATOR

Legal Services

NOTICE OF PUBLIC HEARING

The Spotsylvania County Board of Supervisors will hold a public hearing at 6:30 pm on Tuesday, October 26, 2021, located at the Holbert Building, Board of Supervisors Board Room, 9104 Courthouse Road, Spotsylvania, Virginia 22553, **to receive public comment on a proposed amendment to Spotsylvania County Code, Chapter 21, Taxation, Article XV, Sec. 21-362, to establish and levy a local tax upon the sale of cigarettes within Spotsylvania County.**

The proposed amendment to Section 21-362 delays authorization to levy and impose the cigarette excise tax from October 1, 2021, until on or after January 1, 2022.

A copy of the full text of the ordinance is on file in the Office of the County Administrator, located at 9104 Courthouse Road, Spotsylvania, Virginia, 22553, (please call 540-507-7010 to arrange a time to view); and will be available online for viewing on October 19, 2021 as part of the agenda for the October 26, 2021 meeting which can be accessed here: https://www.spotsylvania.va.us/1547/Meeting-Agendas.

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 at (540) 507-7010 of any accommodations you may require at least five days before the meeting you wish to attend.

Those desiring to submit written comments to be read publically to the Board may do so immediately by going to the following website www.spotsylvania.va.us/comments, 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 "Cigarette tax delay." Written comments not received by County staff by 12:00 P.M. on the day of a meeting are not required to be presented to the Board, so please plan accordingly.

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.

BY ORDER OF THE SPOTSYLVANIA COUNTY BOARD OF SUPERVISORS

ED PETROVITCH, COUNTY ADMINISTRATOR

NOTICE OF PUBLIC HEARING

The Spotsylvania County Board of Supervisors will hold a public hearing at **6:30 pm** on **October 26**, **2021** located at the **Holbert Building, Board of Supervisors Board Room, 9104 Courthouse Road, Spotsylvania, Virginia 22553**, to receive public comment on a proposed grant of permanent utility easement to the Sandra G. Baxter Revocable Trust set forth as follows:

The easement being considered is to allow the Sandra G. Baxter Revocable Trust to install, construct, operate, and maintain private utility lines, pipes, and facilities across County property. The easement includes a 20 feet wide private utility easement extending across County Property (TM 23-A-49A) to connect Tax Maps 22-6-A and 22E-8-A. The property to be served by this private utility easement is located at 6425 Harrison Road, Fredericksburg, Virginia, County Tax Map 22-6-A, located in the Chancellor Magisterial District. The easement also contains other terms and conditions setting forth the rights and responsibilities of the parties.

A copy of the full text of the proposed easement including the plat is on file in the Office of the County Administrator, located at 9104 Courthouse Road, Spotsylvania, Virginia, 22553, (please call 540-507-7010 to arrange a time to view); and will be available online for viewing on October 27, 2021 as part of the agenda for the October 26, 2021 meeting which can be accessed here: https://www.spotsylvania.va.us/1547/Meeting-Agendas.

All interested individuals are invited to present comments per the Revised Public Hearing Procedures noted below. 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 at (540) 507-7010 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: www.spotsylvania.va.us/comments 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 *Public Hearing:* Conveyance of Private Utility Easement to Sandra G. Baxter Revocable Trust Through Tax Map 23-A-49A Written comments not received by County staff by 12:00 P.M. on the day of a meeting are not required to be presented to the Board, so please plan accordingly.
- 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 ORDER OF THE SPOTSYLVANIA COUNTY BOARD OF SUPERVISORS

ED PETROVITCH, COUNTY ADMINISTRATOR

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	October 26, 2021
Title:	Budgeting of 2021 General Obligation Improvement & Refunding and 2021 EDA Lease Revenue Refunding Bond Sale Proceeds
Type:	Action, Public Hearing, Appropriation
Agenda Title:	Budgeting of 2021 General Obligation Improvement & Refunding and 2021 EDA Lease Revenue Refunding Bond Sale Proceeds
Recommendation:	After the public hearing required by State Code section §15.2-2507, staff recommends that the Board approves the FY 2022 budget adjustments and the related appropriations attached.
Summary:	On August 24, the County closed on $35.46 million in General Obligation (GO) bonds to fund: • Fire/Rescue equipment replacements; • Public Safety Building addition; • Replacement of Co. 3 (Partlow); • Rt. 3 safety improvements (removal of bumpouts); • Improvements at Exit 118; and • School technology, bus replacements, and capital maintenance. Additionally, the 2021 GO bonds refund the 2022 - 2032 maturities of the 2011A, 2011B and 2012A GO bonds resulting in $1.1 million in debt service savings over the remaining term of the originally issued bonds. The life of the bonds was not extended to achieve this savings. An all-in true interest cost of 1.487% was obtained on this issue. Then, on September 8, the County closed on $26.0 million in Economic Development Authority (EDA) Lease Revenue Refunding bonds at an all-in true interest cost of 0.740%. This issuance refunded the outstanding 2011, 2012 and 2013 EDA bonds at a

debt service savings of $3.4 million over the remaining life of the refunded bonds. The life of the bonds was not extended to achieve this savings.

The attached budget adjustment allocates the bond proceeds among the projects, payoff of refunded bonds, and to the payment of the costs associated with issuance of the bonds. It also adjusts budgeted debt service to be in line with that expected to be incurred in FY 2022 now that the bond sales have been finalized. Because this budget adjustment exceeds 1% of the originally adopted budget, a public hearing is required.

Financial Impact:

See summary above, attached budget adjustments, and attached appropriation.

Staff Contacts:

Bonnie Jewell, Assistant County Administrator/Chief Financial Officer

Consequence of Denial/Inaction:

If the budget adjustments and appropriations are not approved, the County and the Schools will not be able to move forward with the projects and the debt service payments for which the bond proceeds were intended.

ATTACHMENTS:

File Name	Description	Type
Budget_Adjustment.pdf	Budget Adjustment	Budget Amendment
Appropriations.doc	Appropriation	Appropriation

Project #	Account	Account Description	Adjustment
		GENERAL FUND	
Revenue			
	110-0000-341.04-01	Bond Proceeds	8,088,391
	110-0000-341.04-12	Bond Premiums	1,420,743
	110-0000-341.05-01	Use of Fund Balance	-143,719
			9,365,415
Expenditures			
	110-9510-494.91-98	Payoff Refunded 2011 & 2013 EDA Bonds	4,694,224
	110-9510-494.91-98	Payoff Refunded 2011A, 2011B & 201A GO Bonds	4,733,890
	110-9510-494.90-01	Bond Issuance Expenses	81,020
	110-9510-494.91-37	2011 EDA Principal	-555,000
	110-9510-494.92-37	2011 EDA Interest	-150,550
	110-9510-494.91-22	2013 EDA Principal	-98,000
	110-9510-494.92-22	2013 EDA Interest	-5,880
	110-9510-494.91-71	2021 EDA Principal	501,964
	110-9510-494.92-71	2021 EDA Interest	228,476
	110-9510-494.91-35	2011A GO Principal	-333,160
	110-9510-494.92-35	2011A GO Interest	-66,059
	110-9510-494.91-36	2011B GO Principal	-450,000
	110-9510-494.92-36	2011B GO Interest	-28,200
	110-9510-494.91-70	2021 GO Principal	740,086
	110-9510-494.92-70	2021 GO Interest	72,603
			9,365,415
		TRANSPORTATION FUND	
Revenue			
	280-0000-341.04-01	Bond Proceeds	1,608,991
	280-0000-341.04-12	Bond Premiums	276,005
	280-0000-341.05-01	Use of Fund Balance	-12,349
			1,872,647
Expenditures			
	280-9510-494.91-98	Payoff Refunded 201A GO Bonds	1,866,557
	280-9510-494.90-01	Bond Issuance Expenses	18,439
	280-9510-494.92-38	2012A GO Interest	-53,750
	280-9510-494.92-70	2021 GO Interest	41,401
			1,872,647
		CAPITAL PROJECTS FUND	
Revenue			
	310-0000-341.04-01	Bond Proceeds	12,365,000
	310-0000-341.04-12	Bond Premiums	2,245,995
			14,610,995
Expenditures			
	310-9510-494.90-01	Bond Issuance Expenses	134,020
FR2203	310-9130-801.80-01	EMS Equipment Replacement	703,776
FR2202	310-9130-801.80-01	Fire Equipment Replacement	1,704,362
GP2206	310-9120-801.89-02	Public Safety Building Addition	810,229
FR1906	310-9130-801.89-03	Replacement of Co. 3 Facility	4,316,210
TR2203	310-9160-801.89-03	Four Mile Fork Improvements	1,024,163
TR2202	310-9160-801.89-03	Exit 126 STARS Study Improvements	1,177,841
TR2104	310-9160-801.89-03	Exit 126 SB Ramp Improvements	2,186,016
TR1902	310-9160-801.89-03	Rt. 3 Bumpouts	1,622,608
TR1401	310-9160-801.89-03	Improvements at Exit 118	931,770
			14,610,995

Project #	Account	Account Description	Adjustment
		SCHOOL OPERATING FUND	
Revenue			
	210-0000-341.04-01	Bond Proceeds	23,817,618
	210-0000-341.04-12	Bond Premiums	4,268,213
			28,085,831
Expenditures			
	210-6100-452.61-07	Payoff Refunded 2012 & 2013 EDA Bonds	25,759,390
	210-6100-452.61-07	Payoff Refunded 2011A & 2012A GO Bonds	2,117,546
	210-6100-452.61-07	Debt Service -Bond Issuance Expenses	208,895
			28,085,831
		SCHOOL CAPITAL PROJECTS FUND	
Revenue			
	320-0000-341.04-01	Bond Proceeds	-2,529,528
	320-0000-341.04-12	Bond Premium	2,693,673
			164,145
Expenditures			
	320-9199-493.90-01	Debt Service - Bond Issuance Expenses	164,145
			164,145

SPOTSYLVANIA COUNTY
Board of Supervisors

FISCAL YEAR 2022 APPROPRIATION

Board of Supervisors **October 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, 2021, from the funds and for the functions or purposes indicated.

For the projects, debt service, cost of issuance, and pay-off adjustments associated with the 2021 sale of General Obligation Public Improvement & Refunding Bonds, and Lease Revenue & Refunding Bonds to be expended only by order of the Board of Supervisors as follows:

GENERAL FUND: $9,365,415
TRANSPORTATION FUND: $1,872,647
CAPITAL PROJECTS FUND: $14,610,995
SCHOOL OPERATING FUND: $28,085,831
SCHOOL CAPITAL PROJECTS FUND: $164,145

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	October 26, 2021
Title:	Public Hearing to Amend Ordinance, Delay the Effective Date of the Cigarette Tax
Type:	Action, Public Hearing
Agenda Title:	Public Hearing to Amend Ordinance, Delay the Effective Date of the Cigarette Tax
Recommendation:	Staff recommends that the Board adopt the modifications to amend Chapter 21, Article XV, Sec. 21-362 to delay the effective date of the County cigarette tax from October 1, 2021 to January 1, 2022.
Summary:	Staff was notified on September 9, 2021 that the Northern Virginia Cigarette Tax Board (NVCTB) is not prepared to begin collecting and enforcing Spotsylvania's Cigarette Tax on October 1, 2021 as called for in County Code Chapter 21, Article XV. As such, an amendment is necessary to the County Code to delay the effective date to January 1, 2022. The NVCTB full anticipates being ready to move ahead with the January 1, 2022 date. An amendment to the County Code must occur through a public hearing and the County must advertise notice of such public hearing twice ahead of the public hearing date. The attached ad appeared in the Free Lance-Star on October 12 and October 19.
Financial Impact:	A conservative estimate of $310,000 was assumed for Cigarette Tax revenue for the FY 2022 budget. Staff fully expects that any loss in revenue from the delayed effective date of the Cigarette Tax will be offset by increases in other revenue line items relative to projections.
Staff Contacts:	Bonnie Jewell, Assistant County Administrator
Legal Counsel:	Susan Cooke, Deputy County Attorney
	If denied, the ordinance will remain with an effective

Consequence of Denial/Inaction:	date of October 1, 2021, but there will be no way to collect and enforce the Cigarette Tax at this time.

ATTACHMENTS:

File Name	Description	Type
Ordinance_-_Sec._21-362.pdf	Draft Ordinance	Ordinance
Ordinance_-_21-362_-_Redline.pdf	Redline Draft Ordinance	Ordinance
Cigarette_Ordinance_Amendment_Ad_-_FINAL_to_FLS.pdf	Newspaper Ad	Backup Material

Draft

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

ORDINANCE NO. 21-94

To amend Chapter 21, Taxation, Article XV, Section 21-362, to establish and levy a local tax upon the sale of cigarettes within Spotsylvania County, as follows:

PUBLIC HEARING: October 26, 2021

WHEREAS, the Spotsylvania Board of Supervisors adopted the Spotsylvania County Cigarette Tax Ordinance on June 22, 2021; and

WHEREAS, the Spotsylvania Board of Supervisors adopted uncodified Ordinance No. 2021-01 on June 22, 2021, authorizing Spotsylvania County to join the Northern Virginia Cigarette Tax Board (the "NVCTB") for the administration and collection of the cigarette tax in Spotsylvania County; and

WHEREAS, at the time the ordinances were adopted, the NVCTB anticipated initiating administration and collection of Spotsylvania County's cigarette tax as of October 1, 2021; and

WHEREAS, the NVCTB has determined that it is not able to initiate the administration and collection of Spotsylvania County's cigarette tax until on or after December 1, 2021; and

WHEREAS, the Spotsylvania County Board of Supervisors finds it necessary and appropriate to amend the date to commence administration and collection of the Spotsylvania County cigarette tax to on or after January 1, 2022;

WHEREAS, the Spotsylvania Board of Supervisors held a public hearing, duly advertised in a local newspaper for a period of two weeks, on October 12,, 2021 and October 19,, 2021, and interested citizens were offered an opportunity to be heard; and

WHEREAS, the general welfare is served by approval of the code amendment.

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

§ 1. That Chapter 21, Article XV, Sec. 21-362, is hereby **amended** and **re-ordained** as follows:

Sec. 21-362. Levy and rate.

In addition to all other taxes of every kind now or hereafter imposed by law, there is hereby levied and imposed by the County upon every person who sells or uses cigarettes within the County an excise tax at a rate of thirty cents ($0.30) for each package containing twenty cigarettes and two cents ($0.02) for each cigarette contained in packages of fewer or more than twenty cigarettes sold or used within the County on or after January 1, 2022. The tax must be paid and collected in the manner and at the time hereinafter prescribed; provided, that the tax payable for each cigarette or cigarette package sold or used within the County must be paid but once.

§ 2. This ordinance shall be in force and effect upon adoption.

(Ord. No. 21-93, 6-22-21; Ord. No. 21-94, 10-26-21)

Board of Supervisors of Spotsylvania County
Adopted _____

Draft

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

ORDINANCE NO. 21-94

To amend Chapter 21, Taxation, Article XV, Section 21-362, to establish and levy a local tax upon the sale of cigarettes within Spotsylvania County, as follows:

PUBLIC HEARING: October 26, 2021

WHEREAS, the Spotsylvania Board of Supervisors adopted the Spotsylvania County Cigarette Tax Ordinance on June 22, 2021; and

WHEREAS, the Spotsylvania Board of Supervisors adopted uncodified Ordinance No. 2021-01 on June 22, 2021, authorizing Spotsylvania County to join the Northern Virginia Cigarette Tax Board (the "NVCTB") for the administration and collection of the cigarette tax in Spotsylvania County; and

WHEREAS, at the time the ordinances were adopted, the NVCTB anticipated initiating administration and collection of Spotsylvania County's cigarette tax as of October 1, 2021; and

WHEREAS, the NVCTB has determined that it is not able to initiate the administration and collection of Spotsylvania County's cigarette tax until on or after December 1, 2021; and

WHEREAS, the Spotsylvania County Board of Supervisors finds it necessary and appropriate to amend the date to commence administration and collection of the Spotsylvania County cigarette tax to on or after January 1, 2022;

WHEREAS, the Spotsylvania Board of Supervisors held a public hearing, duly advertised in a local newspaper for a period of two weeks, on October 12,, 2021 and October 19,, 2021, and interested citizens were offered an opportunity to be heard; and

WHEREAS, the general welfare is served by approval of the code amendment.

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

§ 1. That Chapter 21, Article XV, Sec. 21-362, is hereby **amended** and **re-ordained** as follows:

Sec. 21-362. Levy and rate.

In addition to all other taxes of every kind now or hereafter imposed by law, there is hereby levied and imposed by the County upon every person who sells or uses cigarettes within the County an excise tax at a rate of thirty cents ($0.30) for each package containing twenty cigarettes and two cents ($0.02) for each cigarette contained in packages of fewer or more than twenty cigarettes sold or used within the County on or after ~~October 1, 2020~~January 1, 2022. The tax must be paid and collected in the manner and at the time hereinafter prescribed; provided, that the tax payable for each cigarette or cigarette package sold or used within the County must be paid but once.

§ 2. This ordinance shall be in force and effect upon adoption.

(Ord. No. 21-93, 6-22-21; Ord. No. 21-94, 10-26-21)

Board of Supervisors of Spotsylvania County
Adopted _____

This ad ran in the Free Lance-Star on October 12, 2021 and October 19, 2021.

NOTICE OF PUBLIC HEARING

The Spotsylvania County Board of Supervisors will hold a public hearing at 6:30 pm on Tuesday, October 26, 2021, located at the Holbert Building, Board of Supervisors Board Room, 9104 Courthouse Road, Spotsylvania, Virginia 22553, **to receive public comment on a proposed amendment to Spotsylvania County Code, Chapter 21, Taxation, Article XV, Sec. 21-362, to establish and levy a local tax upon the sale of cigarettes within Spotsylvania County.**

The proposed amendment to Section 21-362 delays authorization to levy and impose the cigarette excise tax from October 1, 2021, until on or after January 1, 2022.

A copy of the full text of the ordinance is on file in the Office of the County Administrator, located at 9104 Courthouse Road, Spotsylvania, Virginia, 22553, (please call 540-507-7010 to arrange a time to view); and will be available online for viewing on October 19, 2021 as part of the agenda for the October 26, 2021 meeting which can be accessed here: https://www.spotsylvania.va.us/1547/Meeting-Agendas.

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 at (540) 507-7010 of any accommodations you may require at least five days before the meeting you wish to attend.

Those desiring to submit written comments to be read publically to the Board may do so immediately by going to the following website www.spotsylvania.va.us/comments, 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 "*Cigarette tax delay.*" Written comments not received by County staff by 12:00 P.M. on the day of a meeting are not required to be presented to the Board, so please plan accordingly.

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.

BY ORDER OF THE SPOTSYLVANIA COUNTY BOARD OF SUPERVISORS

ED PETROVITCH, COUNTY ADMINISTRATOR

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	October 26, 2021
Title:	Central Rappahannock Regional Library - Presentation

Agenda Title:	Central Rappahannock Regional Library - Presentation
Recommendation:	Information only.
Summary:	The CRRL Director, Martha Hutzel will be provide information to the Board of Supervisors.
Financial Impact:	n/a
Staff Contacts:	Ed Petrovitch, County Administrator
Legal Counsel:	n/a
Additional Background/Other Considerations:	Presentation is attached.

ATTACHMENTS:

File Name	Description	Type
CRRL_Presentation_102621.pdf	Presentation	Presentation

Central Rappahannock Regional

Library

INSPIRING LIFELONG LEARNING

How Library Funds Support the Community

Spotsylvania County Board of Supervisors Session

October 26, 2021

Summer Reading

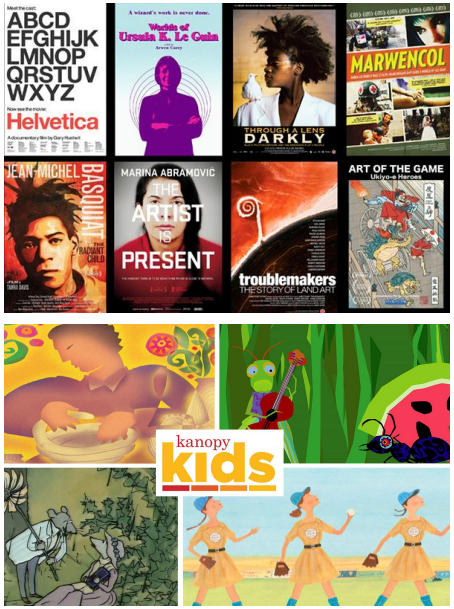
From June 1-August 1, **4,273 customers** signed up for CRRL's annual summer reading program.

In Spotsylvania County, participating **adults** logged **1,998 books. Children and teens** logged **621,834 minutes** reading.

Available for Checkout or Download

505,229 books and other physical materials

105,178 eBooks, eAudios, and eMagazines



26,891 streaming films on Kanopy

Lifelong Learning

144,000+ training videos on LinkedIn Learning

Live Online Tutoring powered by Brainfuse HelpNow

40+ databases for research and homework help

Busy Spotsylvania Branches!

132,916 customers visited branches.

93,300 items checked out.

431 customers reserved **860** meeting and study rooms.

68 customers used Talking Books.

5,212 customers used public access computers and printers.

27,708 research questions answered.

28 Lobby Stop visits served **328** customers.

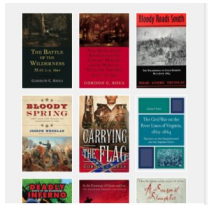
Statistics: June-August 2021 at Salem Church, Snow, and Towne Centre branches

Spotsylvania 300th Partners

Spotsylvania County Administration

Spotsylvania County Community Engagement

Celebrating Spotsylvania's 300th



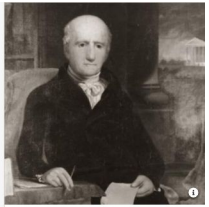
CRRL History: The Battles of the Wilderness & Spotsylvania

The Smoothbore Volley That Doomed the Confederacy, Chapter 1

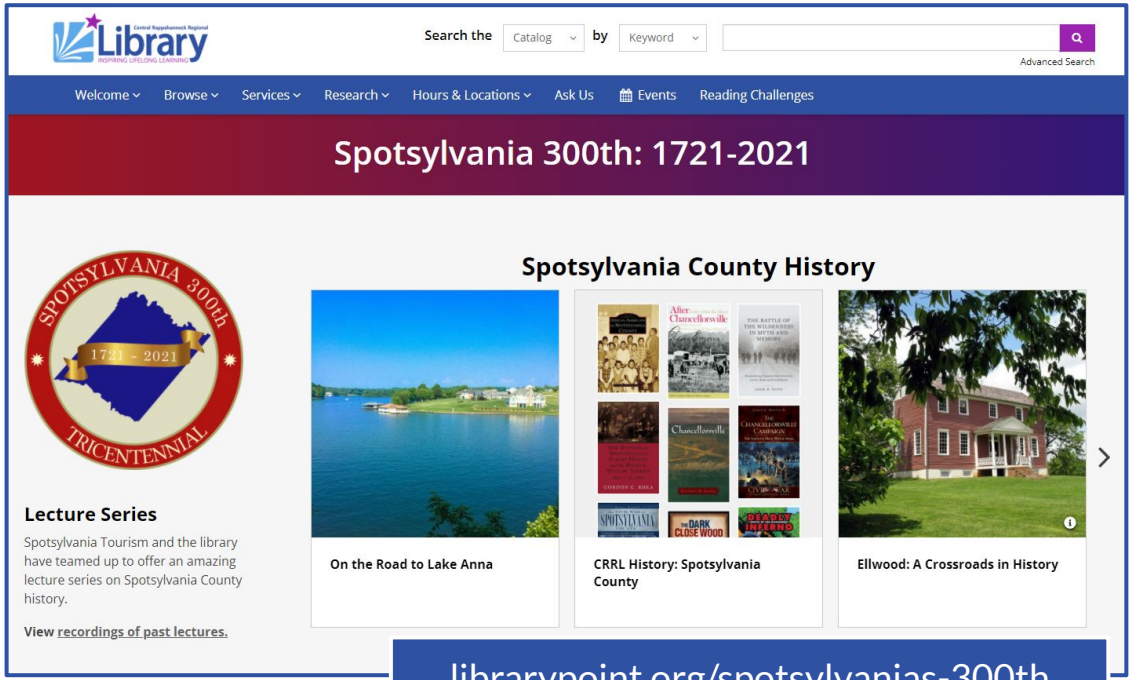
Medal of Honor Winner Was Spotsylvania Native

Local Doctor's Hours of Heroism

Fredericksburg's Battlefield Granite

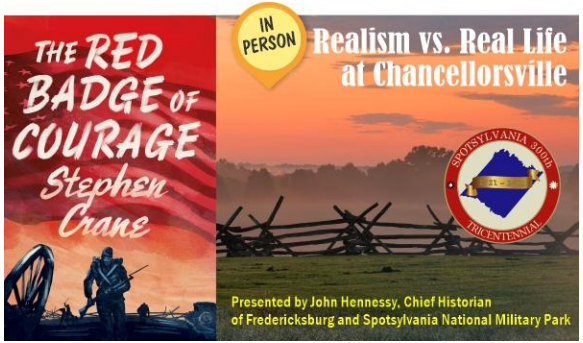


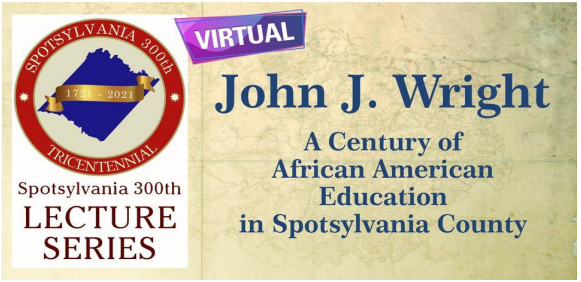
A Family Narrative of a Revolutionary Officer



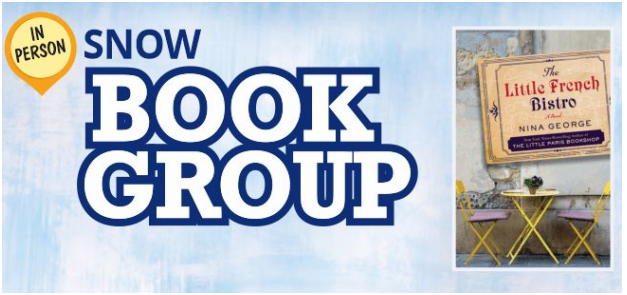
librarypoint.org/spotsylvanias-300th

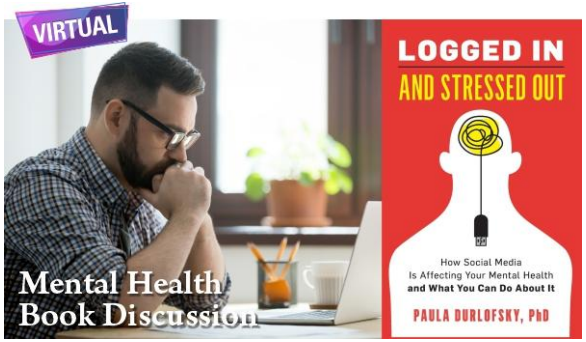
Spotsylvania 300th Virtual Events

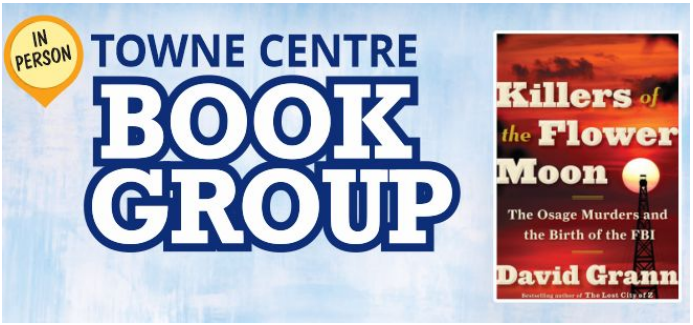




In-Person and Virtual Events







Remembering 9/11

Poster exhibition at all branches

Interactive Timeline: Ground Zero Recovery

Within hours of the September 11, 2001 attacks, millions of people across the world felt compelled to respond to the crisis. Volunteers and trained professionals from near and far rushed to help in the rescue and recovery efforts at the World Trade Center, Pentagon, and Flight 93 crash sites.

Learn more

Inside the Collection: Faces of Ground Zero

In the weeks after September 11, LIFE Magazine photographer Joe McNally photographed rescuers, recovery workers, survivors, and family members of victims in his Manhattan studio. McNally titled this collection, *Faces of Ground Zero: Portraits of Heroes of September 11, 2001.*

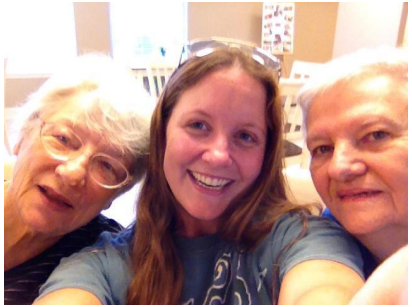
Learn more

Learning resources for all ages

In partnership with Fredericksburg Regional Food Bank and Fredericksburg City Public Schools Mobile Cafe, Lunch on the Go provided **7,289 meals (6,224 at Salem Church Branch)** to youth 18 and under at multiple branches throughout the summer.

Lobby Stops

Library on the Go brings browsing materials and requested items to customers in assisted living facilities, tailoring selections and services to these special audiences.



Spotsylvania County Locations

- Asbury Manor
- Alexander Heights
- Enoch George Manor
- Carriage Hill Health & Rehab Center
- Fredericksburg Health & Rehab
- Greenfield Senior Living of Spotsylvania
- Fredericksburg Assisted Living
- Cardinal Village

Customer Kudos

Always enjoy going to the library!

Salem Church Branch Customer

I always come to this branch because it's the best. You all are just always so helpful and nice.

Snow Branch Customer

Love this library!! Always super quiet and relaxing! Tons of activities for families!

Salem Church Branch Customer

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	October 26, 2021
Title:	Direction Requested on Implementation of State-Required $3,000 Hazard Pay Bonuses to Certain Public Safety Employees

Type:	Action
Agenda Title:	Direction Requested on Implementation of State-Required $3,000 Hazard Pay Bonuses to Certain Public Safety Employees
Recommendation:	Staff seeks the Board's direction as to how to move forward with implementation of hazard pay bonuses.

Summary:

Action taken by the General Assembly during its most recent Special Session requires that a one-time, $3,000 hazard pay bonus be paid to Compensation Board-funded sworn positions in the Sheriff's Office not later than November 30, 2021. Out of all 257 full-time Public Safety Scale positions in the Sheriff's Office, only 95 of those are funded through the Comp Board. Of the 95 funded through the Comp Board, 5 are not sworn, and 3 are vacant.

As such, we can expect to receive $280,967 from the State to fund the $3,000 bonus (and related FICA and Medicare benefits) for 87 full-time, sworn Sheriff's Office employees to whom the County must pay the bonus. Staff has confirmed with the Comp Board that the County may not opt out of the bonuses approved by the General Assembly and may not take credit towards the bonus for the salary adjustments previously approved for these same positions in FY 2022.

The following table shows the costs and funding for various bonus options the Board may wish to consider. Consistent with the merit/step adjustments previously funded for FY 2022, the figures include employees who had completed at least a full year of service with Spotsylvania as of June 30, 2021:

- "State Funding" represents the amount to be received from the Comp Board for the 87 sworn positions.
- "ARPA Funding" represents the expenditures that could be matched to the requirements of the federal America Rescue Plan Act stimulus funding the County has received.
- "Local Funding" is the balance of the costs that staff does not reasonably expect to be ARPA-eligible, and would come from each respective Fund's fund balance.

To assure we receive the maximum allotted Comp Board revenue from the State each year, it is generally the case that employees with higher salaries are those reported in the Comp Board slots. It is also generally the case that employees are not aware that they are in a Comp Board slot. When considering bonuses based solely on being in a Comp Board-funded position, it is really a "luck of the draw" situation for an employee. For that reason, it would be detrimental to morale to limit the payment of a hazard pay bonus to only those in the Comp Board-funded positions. Although staff advises against the option where only 87 of the Sheriff's Office employees would receive the bonus, the cost/funding information is provided for reference in the table below.

Option	# EEs Affected	State Funding (A)	ARPA Funding (B)	Local Funding (C)	Total Cost (D) = (A+B+C)
Sheriff's Office Full-Time Public Safety Scale Positions*	224	$280,967	$426,294	$16,148	$723,408
Sheriff's Office and Fire/Rescue Full-Time Public Safety Scale Positions*	430	$280,967	$923,637	$184,082	$1,388,685
All Regular Full-Time and Part-Time Public Safety Positions, Including Positions Not on Public Safety Scale*	488	$280,967	$1,077,716	$184,082	$1,542,764
All Regular Full-Time and Part-Time Employees*	973	$280,967	$2,335,445	$406,917	$3,023,329
Comp Board Sworn Only; Limited to Sheriff's Office	87	$280,967	$0	$0	$280,967

*Includes employees who had completed at least a full year of service with Spotsylvania as of June 30, 2021.

Financial Impact: The financial impact is shown in the table provided above

Staff Contacts: Bonnie Jewell, Assistant County Administrator/Chief Financial Officer

Consequence of Denial/Inaction: The last pay date ahead of the State's November 30 deadline for payment to sworn Compensation Board-supported employees in the Sheriff's Office is November 19. A final decision on the bonus implementation is needed from the Board no later than the November 9 Board meeting.

ATTACHMENTS:

File Name	Description	Type

No Attachments Available

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	October 26, 2021
Title:	FY 2021 Preliminary End of Year Financial Report and Recommended Carryover Requests
Type:	Action, Appropriation
Agenda Title:	FY 2021 Preliminary End of Year Financial Report and Recommended Carryover Requests
Recommendation:	Approve the budget adjustments and appropriations associated with the recommended carryover requests.
Summary:	Staff will make a presentation reviewing the County's financial position at the close of FY 2021 and will request the Board's approval of budget adjustments and appropriations related to the attached recommended carryover request list. Staff from each department will be available to address questions concerning carryover requests. A draft carryover listing was to be reviewed by the Finance Committee on September 23, but that meeting was cancelled due to lack of quorum. A public hearing is not necessary since the total of the budget adjustment for the recommended carryover requests is less than the legal threshold required for a public hearing. Budget staff continues its work on the preliminary end-of-year report at the time of release of this agenda item. Staff will seek the Board's approval only on the FY 2021 carryover on October 26, and all information associated with the carryover is attached hereto. Other end-of-year report documents will be uploaded as they are completed. Following is the financial impact/adjustments necessary for the recommended carryover items: **<u>General Fund</u>** Increase Use of Fund Balance ..... $3,665,127 Increase Grant/Offsetting Revenues .....

Financial Impact:

$550,155
Increase Expenditures .....
$4,090,282
Increase Transfer to EDA Fund
..... $125,000

Capital Projects Fund
Increase Use of Fund Balance .....…
$1,551,167
Increase Transfer to EDA Fund
..... $1,551,167

EDA Fund
Increase Transfer from General Fund
..... $125,000
Increase Transfer from Capital Projects .....……
$1,551,167
Increase Expenditures
..... $1,676,167

Utilities Operating Fund
Increase Use of Fund Balance
..... $119,022
Increase Grant/Offsetting Revenues .....
……..... $29,673
Increase Expenditures .....
….. $148,695

Staff Contacts:

Bonnie Jewell, Assistant County Administrator/Chief Financial Officer
Barbara Verhaalen, Budget Analyst

Additional Background/Other Considerations:

At the close of each fiscal year, departments submit requests to carry forward funding from the previous Fiscal Year (FY 2021) to the current Fiscal Year (FY 2022). The carryover process is not meant to be a second budget process, create contingency funding within a department budget, or be used for ongoing expenses such as personnel or general operating expenses. Carryover requests must meet at least one of the two following criteria and should be for specific goods, services, or equipment acquisitions.

1. **Obligated in FY 2021 –**
   The request reflects an expenditure that was included in the FY 2021 Budget **and** was obligated (encumbered via a contract, purchase order, or equivalent) but not expended before the close of FY 2021.

2. **Grant Funded, Restricted, Committed –**

The request reflects an expenditure that was **grant** funded, restricted, or committed.

Consequence of Denial/Inaction:

Denial of carryover requests related to grant and/or other obligated funding would negatively impact the County's ability to meet the requirements associated with those obligations, potentially resulting in the need to return grant funding and impacting future grant requests.

ATTACHMENTS:

File Name	Description	Type
Memo.pdf	Memo - Preliminary FY 2021 End of Year Financial Report	Memorandum
Attachment_1.pdf	All Funds Revenue, Expenditures & Fund Balance Summaries	Backup Material
Attachment_2.pdf	All Funds Revenue Detail	Backup Material
Attachment_3.pdf	All Funds Expenditures Detail	Backup Material
Attachment_4.pdf	FY 2021 Budget Adjustments Greater Than $50K	Backup Material
Carryover_Requests_FY_2021.pdf	FY 2021 Recommended Carryover	Backup Material
Carryover_Requests_FY_2021_-_Appropriation.doc	Appropriation Resolution for Recommended Carryover	Appropriation
EOY_Preliminary_Report___Carryover_(Oct.pdf	Presentation - Preliminary Summary of Year-End Financials	Backup Material

County of Spotsylvania
Office of Budget & Grants
8800 Courthouse Road
P O Box 215
Spotsylvania, VA 22553
(540) 507-7575

MEMORANDUM

TO: Board of Supervisors

CC: Ed Petrovitch, County Administrator
Departmental Directors and Constitutional Officers

FROM: Bonnie Jewell, Assistant County Administrator/Chief Financial Officer

DATE: October 26, 2021

SUBJECT: **Preliminary** FY 2021 End of Year Financial Report & FY 2021 Carryover Recommendations

Budget staff has completed its preliminary review of final FY 2021 General Fund revenue and expenditures. As a result of revenue receipts and expenditure savings that were greater than anticipated and factoring funding of reserves at the policy-required levels and planned use of the fund balance in FY 2021, **we now expect the available fund balance to exceed required reserve levels by $15.3 million.** This $15.3 million is net of the County's carryover funding recommended for your approval (shown in Attachment 5) and net of $14.5 million in Schools' carryover for your future consideration.

Revenue & Transfers In

General Fund year-end revenue collections and transfers into the General Fund exceed FY 2021 budget estimates by approximately $13.1 million (4.2%). $11.3 million or 86% of this increased revenue stems from consumption-based and other local taxes performing far better than expected when the FY 2021 Budget was adopted in April 2020 at the outset of the continuing pandemic. For meals, sales, transient occupancy, recordation, and business license taxes, the following table shows the FY 2019 actual revenue (as FY 2019 was the last full fiscal year before the pandemic); the FY 2021 Adopted budget estimates from April 2020; staff's internal mid-year projections for FY 2021 revenues made in conjunction with development of FY 2022 revenue projections; and the FY 2021 actual receipts. Note the comparison of actuals to the budget that was adopted in Spring 2020 at the outset of the pandemic.

FY 2021 Estimate	Meals	Sales	Transient Occupancy	Record-ation	Business License
	($ in millions)				
Pre-Pandemic FY 2019 actuals	$9.5	$18.9	$1.5	$2.7	$4.8
FY 2021 Adopted (outset of pandemic)	$8.0	$19.0	$1.0	$2.1[1]	$4.5
FY 2021 Mid-Year (internal projection)	$8.8	$22.0[2]	$1.3	$2.8	$4.8
FY 2021 Actuals	**$10.4**	**$24.1**	**$1.5**	**$4.3**	**$5.3**
Compare Actuals to Adopted	**+$2.4**	**+$5.1**	**+$0.5**	**+$2.2**	**+$0.8**
Compare Actuals to Mid-Year	+$1.6	+$2.1	+$0.2	+$1.5	+$0.5

While Attachment 2 shows the actuals to budgeted projections for each revenue and transfer into the General Fund, the bulk of the variances is summarized in the following table:

General Fund Revenue & Transfers	Expected Increase/(Decrease) (in millions)
Sales Tax	$5.1
Personal Property	$2.6
Meals Tax	$2.4
Recordation	$2.2
Business License	$0.8
Transient Occupancy	$0.5
Delinquent Real Estate & Personal Property	$0.4
Penalties & Interest	$0.3
Grantors Tax	$0.3
Bank Stock	$0.3
Compensation Board	($0.3)
Communications Sales Tax	($0.3)
Interest Earnings & Unrealized Loss	($0.7)
DSS/CSA	($0.9)
Grants	($1.1)
Real Estate Tax	($1.4)
Miscellaneous (net of +/-)	$1.3
Transfers from Other Funds	$0.5
Transfer from School Operating – HI	$1.1
Total Revenue & Transfer In Change	**+$13.1 million**

[1] Revenue projection was reduced in FY 2021 primarily due to the State ending its distribution of a portion of State recordation fees back to localities. The very strong housing market has resulted in local recordation revenues that more than offset the loss of the County's share of State recordation fees.

[2] Effective July 1, 2019, Virginia sales tax is charged by online retailers and remitted to the State. The State then remits the County's 1% local sales tax on those sales to the County. As online commerce increased during the pandemic, we saw an increase in local sales tax revenue, as well.

Note that $1.1 million was transferred from the School Operating Fund as a further distribution of funds previously held by a third party provider on the Schools' behalf. As was the situation for the past two fiscal years, this $1.1 million transfer is being added to the Schools' Health Insurance Reserve balance within the County's General Fund at year-end close.

Expenditures & Transfers Out

Attachment 3 shows both budgeted and actual FY 2021 expenditures and transfers for all funds. Overall, General Fund expenditures and transfers out to other funds are expected to be $11.0 million (3.3%) less than budget. This reduction factors in $1.9M in annual OPEB contributions that are never expenditures, but are instead budget savings that are then added to OPEB reserves at year-end. Expenditures savings are summarized in the table below:

General Fund Expenditures & Transfer Savings – net of carryover	Expected Savings/(Overrun) (in millions)
OPEB (to be reserved at year's end)	$1.9
Health Insurance	$1.1
Other Personnel	($0.2)
DSS/CSA*	$4.2
CARES Residual & Contingency	$0.9
Fire/Rescue*	$0.6
Sheriff's Office*	$0.4
Parks & Recreation*	$0.4
Human Resources*	$0.3
Miscellaneous (net of +/-)*	$1.0
Transfer to EDA Fund	$0.5
Transfer to Code Compliance	($0.1)
Total Net Expenditure & Transfer Savings	**+$11.0 million**

*Excludes personnel already factored above in the "Other Personnel" line item.

As shown in the preceding table, the total General Fund health insurance budget savings is $1.1 million. Analysis shows that $0.8 million (73%) of this amount is pure budget savings while $0.3 million (27%) is plan savings. As part of year-end close, staff has added the $0.3 million in plan savings to the County's Health Insurance Reserve.

General Fund Balance Summary

The unassigned General Fund balance was estimated at $6.6 million at the close of FY 2020. During the course of FY 2021, the Board approved budget adjustments making use of $5.5 million of the unassigned fund balance and the OPEB reserve held for the Schools. The starting figure and the approved adjustments net together to yield a revised starting point of $1.1 million for the available fund balance.

When we then:

- add the $13.1 million in additional revenue and transfers in for FY 2021;
- add the $11.0 million in expenditures savings and transfers out savings for FY 2021;

- account for the planned $8.3 million use of fund balance consistent with the FY 2022 Adopted Budget and subsequent uses approved by the Board;
- reserve the $1.9 million OPEB budget savings for the OPEB reserve;
- reserve the $1.1 million transferred from the School Operating Fund for the Schools' Health Insurance Reserve; and
- make final adjustments totaling a decrease of $1.4 million to policy-level reserves (is an add to the fund balance) based on the FY 2022 Adopted Budget,

we expect to end FY 2021 with fully funded reserves and **an undesignated General Fund balance of $15.3 million** as shown on Attachment 1.

Budget Adjustments Greater than $50,000 Between Departments –
The budget amendment policy requires that we report to the Board each quarter the budget transfers completed during the quarter that were greater than $50,000 occurring between departments. Attachment 4 shows the transfers of $50,000 or more between departments occurring during FY 2021. All transfers between capital projects, regardless of the amount, are reported to the Board as part of the quarterly reports on capital projects which are sent to the Board in a separate communication and which are posted to the County's website.

Recommendations
Staff recommends that the Board approve the attached carryover requests (Attachment 5) and related appropriation (Attachment 6). Carryover requests recommended for approval total $5.9 million for all funds, excluding Schools funds. Once the audit is complete in December, Schools' staff will submit their request to the Board of Supervisors to carryover unspent FY 2021 local funding, which totals $14.5 million.

Spotsylvania County
Preliminary End-of-Year Report
FY 2021

	FY 2021 Adopted Budget	FY 2021 Revised Budget	FY 2021 Actuals	Actuals Over/(Under) Revised
	(1)	(2)	(3)	(4)
GENERAL FUND				
SOURCES:				
Property Taxes	188,882,678	187,757,678	189,606,066	1,848,388
Other Local Taxes	45,550,000	45,550,000	56,867,168	11,317,168
Other Local Revenue	9,660,846	9,782,306	9,451,148	(331,158)
State	38,799,266	39,142,378	32,122,842	(7,019,536)
Federal	605,069	15,759,461	21,498,829	5,739,368
Debt Proceeds	0	8,582,430	8,582,430	0
Transfer from Other Funds	3,511,413	3,511,413	5,085,229	1,573,816
Use of (addition to) Fund Balance	5,028,779	28,582,684	(13,732,881)	(42,315,565)
Total Sources	292,038,051	338,668,350	309,480,831	(29,187,519)
USES:				
Gen Govt Admin	18,230,654	20,555,002	17,408,744	(3,146,258)
Judicial Admin (incl. Courts Div. of Sheriff's Off.)	9,168,474	9,511,457	8,884,044	(627,413)
Public Safety	61,660,823	65,169,661	63,302,267	(1,867,394)
Public Works	8,803,871	9,079,149	8,560,243	(518,906)
Health & Welfare	29,234,204	29,887,660	24,745,729	(5,141,931)
Parks, Rec & Cultural	7,809,378	7,847,490	7,099,780	(747,710)
Community Development	3,171,582	3,434,215	2,718,663	(715,552)
General Debt	9,570,783	17,959,235	17,960,710	1,475
Non Departmental	2,264,426	2,760,445	1,401,729	(1,358,716)
Subtotal	149,914,195	166,204,314	152,081,909	(14,122,405)
Transfers	142,123,856	172,464,036	157,398,922	(15,065,114)
Total Uses	292,038,051	338,668,350	309,480,831	(29,187,519)
General Fund Balance - 6/30/20				118,759,634
Add: Add to General Fund Balance - FY 2021				13,732,881
Less: Recommended Carryover Requests (Attachment 5)				(3,629,302)
Less: Potential Schools Carryover Request (consideration for Board approval at future meeting)				(14,525,533)
Less: Budgeted Use of Fund Balance - FY 2022				(8,301,581)
Estimated General Fund Balance, 6/30/21 (before reservations)				106,036,099
Reservations of General Fund balance				
Health insurance reserve				(5,197,864)
Reservation for Line of Duty Act				(500,000)
General Fund OPEB reservation				(6,847,000)
Donation fund reservations				(461,050)
Tourism revenue (Transient Occupancy excess)				(807,156)
Earmark for replacement community center				(629,800)
Assessment contingency				(900,000)
School health insurance reserve				(13,943,710)
				(29,286,580)

Spotsylvania County
Preliminary End-of-Year Report
FY 2021

	FY 2021 Adopted Budget	FY 2021 Revised Budget	FY 2021 Actuals	Actuals Over/(Under) Revised
	(1)	(2)	(3)	(4)
Adjusted Undesignated General Fund balance (before policy reservations)				**76,749,519**
				15.5%
Less: FY 2022 Fiscal Stability Reserve (11%)		$54,374,462		
Less: FY 2022 Budget Stabilization Reserve		$5,000,000		
Less: Economic Opportunities Reserve		$2,000,000		
Estimated Undesignated Fund Balance at 6/30/21 (after policy reservations)				**15,375,058**

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Preliminary End-of-Year Report
FY 2021

	FY 2021 Adopted Budget	FY 2021 Revised Budget	FY 2021 Actuals	Actuals Over/(Under) Revised
	(1)	(2)	(3)	(4)
CAPITAL PROJECTS FUND				
SOURCES:				
Other Local Revenue	518,002	777,058	525,051	(252,007)
Debt Proceeds & Bond Interest Earnings	0	1,469,457	1,505,005	35,548
State	0	807,552	142,169	(665,383)
Federal	164,185	1,279,667	676,315	(603,352)
Transfer from General Operating Fund	8,398,599	25,735,900	25,735,900	0
Transfer from Utilities Operating Fund	0	0	94,969	94,969
Transfer from Other Funds	0	0	0	0
Use of (Addition To) Fund Balance	5,351,305	37,237,249	(1,854,900)	(39,092,149)
Total Sources	14,432,091	67,306,883	26,824,509	(40,482,374)
USES:				
General	14,192,906	65,502,738	26,420,905	(39,081,833)
Transfer to General Fund	142,924	142,924	72,033	(70,891)
Transfer to EDA Fund	0	1,564,960	252,501	(1,312,459)
Transfer to Utilities Operating Fund	75,000	75,000	58,934	(16,066)
Transfer to Transportation Fund	21,261	21,261	20,136	(1,125)
Total Uses	14,432,091	67,306,883	26,824,509	(40,482,374)
Capital Projects Fund Balance - 6/30/20				51,155,615
Plus: Add to Capital Projects Fund Balance - FY 2021				1,854,900
Less: Budgeted Use of Fund Balance - FY 2022				(6,379,806)
Less: Use of Fund Balance - Rollover Unexpended Capital Projects Balances				(38,586,341)
Less: Recommended Carryover Requests (Attachment 5)				(1,551,167)
Reservations of Capital Projects Fund balance				
Donations for projects				(46,616)
P&R concessions revenue				(677,914)
Future use of interest earnings				(1,028,620)
Potential arbitrage liability				(16,249)
Capital Projects Fund OPEB reservation				(78,478)
				(1,847,877)
Estimated Capital Projects Fund Balance at 6/30/21				**4,645,324**

Spotsylvania County
Preliminary End-of-Year Report
FY 2021

	FY 2021 Adopted Budget	FY 2021 Revised Budget	FY 2021 Actuals	Actuals Over/(Under) Revised
	(1)	(2)	(3)	(4)
SCHOOL OPERATING FUND				
SOURCES:				
Local Revenue	2,700,603	2,700,603	2,589,147	(111,456)
State and Federal	165,928,238	178,606,722	174,349,474	(4,257,248)
Debt Proceeds & Bond Interest Earnings		0	0	0
Transfer from General Fund	131,381,416	143,904,911	129,379,378	(14,525,533)
Use of (addition to) Fund Balance	0	0	1,372,714	1,372,714
Total Sources	300,010,257	325,212,236	307,690,713	(17,521,523)
USES:				
Operation & Maint	271,920,482	297,125,251	278,858,161	(18,267,090)
Debt Service	28,089,775	28,031,761	27,662,806	(368,955)
Transfers to Other Funds	0	55,224	1,169,746	1,114,522
Total Uses	300,010,257	325,212,236	307,690,713	(17,521,523)
School Operating Fund Balance - 6/30/20				1,629,213
Less: Use of School Operating Fund Balance - FY 2021				(1,372,714)
Less: Budgeted Use of Fund Balance - FY 2022				0
Reservations of School Operating Fund balance				
Health Insurance reserve - HealthSmart				(256,499)
Estimated School Operating Fund Balance at 6/30/21				**0**
SCHOOL EXPENDITURES				
INSTRUCTION	209,390,419	218,723,585	212,505,449	(6,218,136)
ADMINISTRATION	12,103,446	21,531,951	13,454,112	(8,077,839)
TRANSPORTATION	18,569,982	20,530,046	16,014,205	(4,515,841)
MAINTENANCE	22,193,629	23,514,868	22,863,777	(651,091)
EDUCATIONAL TECHNOLOGY	9,663,006	12,824,801	14,020,618	1,195,817
DEBT SERVICE	28,089,775	28,031,761	27,662,806	(368,955)
TRANSFER TO JOINT FLEET FUND	0	18,408	18,408	0
TRANSFER TO SCHOOL FOOD SERVICE	0	36,816	36,816	0
TRANSFER TO GENERAL FUND	0	0	1,114,522	1,114,522
TOTAL SCHOOL EXPENDITURES	300,010,257	325,212,236	307,690,713	(17,521,523)

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	FY 2021 Adopted Budget	FY 2021 Revised Budget	FY 2021 Actuals	Actuals Over/(Under) Revised
	(1)	(2)	(3)	(4)
SCHOOL FOOD SERVICE FUND				
SOURCES:				
Local Revenue	4,618,000	133,000	199,211	66,211
State and Federal	6,259,986	15,388,244	21,607,298	6,219,054
Transfer from School Operating Fund	0	36,816	36,816	0
Use of (Addition to) Fund Balance	1,373,966	1,373,966	(7,580,086)	(8,954,052)
Total Sources	12,251,952	16,932,026	14,263,239	(2,668,787)
USES:				
Operation & Maintenance	12,251,952	16,932,026	14,263,239	(2,668,787)
Total Uses	12,251,952	16,932,026	14,263,239	(2,668,787)
School Food Service Fund Balance - 6/30/20				4,780,963
Plus: Add to Fund Balance - FY 2021				7,580,086
Less: Budgeted Use of Fund Balance - FY 2022				(2,002,963)
Estimated School Food Service Fund Balance at 6/30/21				**10,358,086**

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	FY 2021 Adopted Budget	FY 2021 Revised Budget	FY 2021 Actuals	Actuals Over/(Under) Revised
	(1)	(2)	(3)	(4)
SCHOOL CAPITAL PROJECTS FUND				
SOURCES:				
State & Federal	0	0	0	0
Debt Proceeds & Bond Interest Earnings	13,500,916	13,079,772	13,107,503	27,731
Transfer from Other Funds	0	0	0	0
Use of (Addition to) Fund Balance	0	5,934,218	(2,789,359)	(8,723,577)
Total Sources	13,500,916	19,013,990	10,318,144	(8,695,846)
USES:				
Facilities	13,500,916	19,013,990	10,318,144	(8,695,846)
Total Uses	13,500,916	19,013,990	10,318,144	(8,695,846)
School Capital Projects Fund Balance - 6/30/20				7,093,277
Plus: Add to Fund Balance - FY 2021				2,789,359
Less: Budgeted Use of School Capital Projects Fund Balance - FY 2022				(400,000)
Less: Use of Fund Balance - Rollover Unexpended Capital Projects Balances				(8,695,846)
Estimated School Capital Projects Fund Balance at 6/30/21				**786,790**

Spotsylvania County
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FY 2021

	FY 2021 Adopted Budget	FY 2021 Revised Budget	FY 2021 Actuals	Actuals Over/(Under) Revised
	(1)	(2)	(3)	(4)
ECONOMIC DEVELOPMENT AUTHORITY FUND				
SOURCES:				
Local Revenues	4,000	4,000	7,475	3,475
Transfers from Other Funds	1,413,000	3,415,460	1,440,450	(1,975,010)
Use of (Addition to) Fund Balance	42,050	42,050	30,125	(11,925)
Total Sources	1,459,050	3,461,510	1,478,050	(1,983,460)
USES:				
Operations	1,459,050	1,971,550	1,225,549	(746,001)
Capital	0	1,489,960	252,501	(1,237,459)
Debt Service	0	0	0	0
Total Uses	1,459,050	3,461,510	1,478,050	(1,983,460)
Economic Development Authority Fund Balance - 6/30/20				298,149
Less: Use of Economic Development Authority Fund Balance - FY 2021				(30,125)
Less: Budgeted Use of Fund Balance - FY 2022				(42,150)
Estimated Economic Development Authority Fund Balance at 6/30/21				**225,874**

Spotsylvania County
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	FY 2021 Adopted Budget	FY 2021 Revised Budget	FY 2021 Actuals	Actuals Over/(Under) Revised
	(1)	(2)	(3)	(4)
FIRE/EMS SERVICE FEE FUND				
SOURCES:				
Local Revenues	2,600,000	2,600,000	2,789,183	189,183
Federal Revenues	0	0	0	0
Use of (addition to) Fund Balance	0	0	16,633	16,633
Total Sources	2,600,000	2,600,000	2,805,816	205,816
USES:				
Transfers to Other Funds	2,600,000	2,600,000	2,805,816	205,816
Total Uses	2,600,000	2,600,000	2,805,816	205,816
Fire/EMS Service Fee Fund Balance - 6/30/20				486,688
Less: Use of Fire/EMS Service Fee Fund Balance - FY 2021				(16,633)
Less: Budgeted Use of Fund Balance - FY 2022				0
Estimated Fire/EMS Service Fee Fund Balance at 6/30/21				**470,055**

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	FY 2021 Adopted Budget	FY 2021 Revised Budget	FY 2021 Actuals	Actuals Over/(Under) Revised
	(1)	(2)	(3)	(4)
CODE COMPLIANCE FUND				
SOURCES:				
Local Revenue	4,703,979	6,464,877	6,933,445	468,568
State Revenue	0	2,000	0	(2,000)
Transfer from Other Funds	930,841	940,260	1,094,718	154,458
Use of (addition to) Fund Balance	(290,688)	60,149	(567,007)	(627,156)
Total Sources	5,344,132	7,467,286	7,461,156	(6,130)
USES:				
Code Compliance Expenses	4,575,643	6,698,797	6,368,298	(330,499)
Transfer to General Fund	768,489	768,489	1,092,858	324,369
Transfer to Capital Projects Fund	0	0	0	0
Total Uses	5,344,132	7,467,286	7,461,156	(6,130)
Code Compliance Fund Balance - 6/30/20				5,479,274
Plus: Add to Code Compliance Fund Balance - FY 2021				567,007
Plus: Budgeted Add to Fund Balance - FY 2022				(349,782)
Less: Recommended Carryover Requests (Attachment 5)				0
Reservations of Code Compliance Fund balance				
OPEB Reserve				(1,548,536)
				(1,548,536)
Estimated Code Compliance Fund Balance at 6/30/21				**4,147,963**

Spotsylvania County
Preliminary End-of-Year Report
FY 2021

	FY 2021 Adopted Budget	FY 2021 Revised Budget	FY 2021 Actuals	Actuals Over/(Under) Revised
	(1)	(2)	(3)	(4)
TRANSPORTATION FUND				
SOURCES:				
Property Taxes	1,386,036	1,386,036	1,327,027	(59,009)
Local Revenue	4,646,000	4,646,000	5,791,222	1,145,222
Debt Proceeds & Bond Interest Earnings		0	0	0
Transfer from Other Funds	21,261	22,238	21,113	(1,125)
Use of (addition to) Fund Balance	2,155,223	2,110,861	70,762	(2,040,099)
Total Sources	8,208,520	8,165,135	7,210,124	(955,011)
USES:				
Operations	3,116,240	3,126,958	2,168,425	(958,533)
Debt Service	5,072,280	5,018,177	5,018,125	(52)
Transfer to Utilities Fund	20,000	20,000	23,574	3,574
Transfer to Capital Projects Fund	0	0	0	0
Total Uses	8,208,520	8,165,135	7,210,124	(955,011)
Transportation Fund Balance - 06/30/20				9,831,731
Less: Use of Transportation Fund Balance - FY 2021				(70,762)
Plus: Budgeted Add to Fund Balance - FY 2022				929,803
Reservations of Transportation Fund balance				
OPEB Reserve				(174,110)
				(174,110)
Estimated Transportation Fund Balance at 6/30/21				**10,516,662**

Spotsylvania County
Preliminary End-of-Year Report
FY 2021

	FY 2021 Adopted Budget	FY 2021 Revised Budget	FY 2021 Actuals		Actuals Over/(Under) Revised
	(1)	(2)	(3)		(4)
JOINT FLEET MAINTENANCE FUND *(Proprietary Fund)*					
SOURCES:					
Charges for Services	2,880,899	2,880,899	2,191,386		(689,513)
Use of (addition to) Fund Balance	0	18,408	(26,210)		(44,618)
Total Sources	2,880,899	2,899,307	2,165,176		(734,131)
USES:					
Operations	2,880,899	2,899,307	2,165,176		(734,131)
Total Uses	2,880,899	2,899,307	2,165,176		(734,131)
Joint Fleet Fund Balance - 6/30/20					636,633
Plus: Add to Joint Fleet Fund Balance - FY 2021					26,210
Less: Budgeted Use of Fund Balance - FY 2022					0
Estimated Joint Fleet Fund Balance at 6/30/21*				*	**662,843**

**Does not factor in accumulated depreciation*

Spotsylvania County
Preliminary End-of-Year Report
FY 2021

	FY 2021 Adopted Budget	FY 2021 Revised Budget	FY 2021 Actuals	Actuals Over/(Under) Revised
	(1)	(2)	(3)	(4)
UTILITIES OPERATING FUND *(Proprietary Fund)*				
SOURCES:				
User Fees	33,929,282	33,929,282	36,099,736	2,170,454
Miscellaneous	1,924,413	1,951,447	1,252,349	(699,098)
State & Federal	483,658	970,330	479,860	(490,470)
Transfer from Other Funds	95,000	126,488	82,508	(43,980)
Use of (Addition to) Fund Balance	(762,132)	(3,068,204)	(8,694,847)	(5,626,643)
Total Sources	35,670,221	33,909,343	29,219,606	(4,689,737)
USES:				
Operations	21,955,229	23,176,353	20,198,953	(2,977,400)
Debt Service	13,714,992	10,732,990	8,925,684	(1,807,306)
Transfer to Utilities Capital Projects Fund	0	0	0	0
Transfer to Capital Projects Fund	0	0	94,969	94,969
Total Uses	35,670,221	33,909,343	29,219,606	(4,689,737)

Utilities Operating Fund Balance - 6/30/20	53,472,326
Plus: Add to Utilities Operating Fund Balance - FY 2021	8,694,847
Less: Budgeted Use of Fund Balance - FY 2022	(4,375,202)
Less: Recommended Carryover Requests (Attachment 5)	(119,022)
Reservations of Code Compliance Fund balance	
OPEB Reserve	(5,422,222)
Total uses of Fund Balance for reservations	(5,422,222)
Estimated Utilities Operating Fund Balance at 6/30/21	**52,250,727**

Spotsylvania County
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FY 2021

	FY 2021 Adopted Budget	FY 2021 Revised Budget	FY 2021 Actuals	Actuals Over/(Under) Revised
	(1)	(2)	(3)	(4)
UTILITIES CAPITAL FUND *(Proprietary Fund)*				
SOURCES:				
Connection Fees	4,113,970	4,113,970	6,427,780	2,313,810
Miscellaneous	19,694,825	29,621,349	1,481,497	(28,139,852)
State	0	2,610,000	0	(2,610,000)
Transfer from Utilities Operating	0	0	0	0
Use of (Addition to) Fund Balance	4,736,030	71,681,005	13,357,712	(58,323,293)
Total Sources	28,544,825	108,026,324	21,266,989	(86,759,335)
USES:				
Capital Projects	28,544,825	108,026,324	21,266,989	(86,759,335)
Total Uses	28,544,825	108,026,324	21,266,989	(86,759,335)

Utilities Capital Projects Fund Balance - 6/30/20	64,560,154
Plus: 2020 Utilities Bonds Proceeds	17,337,564
Less: Use of Utilities Capital Projects Fund Balance - FY 2021	(13,357,712)
Less: Budgeted Use of Fund Balance - FY 2022	(20,261,233)
Less: Use of Fund Balance - Rollover Unexpended Capital Projects Balances	(80,557,405)
Estimated Utilities Capital Projects Fund Balance at 6/30/21	**(32,278,632)**

Revenues - FY 2021 Preliminary End-of-Year Report

Account	Account Description	FY 2021 Adopted Budget	FY 2021 Adjusted Budget	Actual FY 2021 Revenue	Variance (act to adj)
GENERAL FUND					
Real Property Taxes					
110-0000-311.01-01	CURRENT	$134,208,592	$134,208,592	$132,766,881	-$1,441,711
110-0000-311.01-02	DELINQUENT	$1,200,000	$1,200,000	$1,346,081	$146,081
110-0000-311.01-03	TAX LAND SALE/UNCLAIMED		$0	$65,386	$65,386
110-0000-311.01-10	DEFERRED	$280,000	$280,000	$214,270	-$65,730
		$135,688,592	**$135,688,592**	**$134,392,618**	**-$1,295,974**
Public Service Corporation Taxes					
110-0000-311.02-01	REAL PROP CURRENT	$4,069,989	$4,069,989	$4,094,279	$24,290
110-0000-311.02-02	REAL PROP DELINQUENT	$0	$0	-$9,643	-$9,643
		$4,069,989	**$4,069,989**	**$4,084,636**	**$14,647**
Personal Property Taxes					
110-0000-311.03-01	CURRENT	$41,700,000	$40,456,786	$43,062,715	$2,605,929
110-0000-311.03-02	DELINQUENT	$3,294,442	$3,294,442	$3,619,594	$325,152
110-0000-311.03-03	MOB HOME CURRENT	$60,000	$60,000	$57,772	-$2,228
110-0000-311.03-04	MOB HOME DELINQUENT	$20,000	$20,000	$10,562	-$9,438
110-0000-311.03-05	DEL TAX PRIOR YRS	$0	$0	$88	$88
110-0000-311.03-06	HEAVY EQUIP CURRENT	$424,824	$482,326	$417,234	-$65,092
110-0000-311.03-07	HEAVY EQUIP DELINQUENT	$15,000	$15,000	$4,552	-$10,448
		$45,514,266	**$44,328,554**	**$47,172,517**	**$2,843,963**
Machinery & Tools Taxes					
110-0000-311.04-01	MACH & TOOLS CURRENT	$639,831	$700,543	$739,548	$39,005
110-0000-311.04-02	MACH & TOOLS DELINQUENT	$45,000	$45,000	$50,390	$5,390
		$684,831	**$745,543**	**$789,938**	**$44,395**
Penalties & Interest on Taxes					
110-0000-311.06-01	PENALTIES	$1,600,000	$1,600,000	$1,938,576	$338,576
110-0000-311.06-02	INTEREST	$750,000	$750,000	$753,659	$3,659
110-0000-318.99-13	ADMIN COLLECTION FEE	$575,000	$575,000	$474,122	-$100,878
		$2,925,000	**$2,925,000**	**$3,166,357**	**$241,357**
Total Property Taxes		**$188,882,678**	**$187,757,678**	**$189,606,066**	**$1,848,388**
Sales Tax					
110-0000-312.01-01	LOCAL SALES TAX	$19,000,000	$19,000,000	$24,148,206	$5,148,206
110-0000-322.13-00	COMMUNICATION SALES TAX	$3,800,000	$3,800,000	$3,534,975	-$265,025
		$22,800,000	**$22,800,000**	**$27,683,181**	**$4,883,181**
Utility Taxes					
110-0000-312.02-01	UTILITY CONSUMER TAX	$2,550,000	$2,550,000	$2,773,048	$223,048
110-0000-312.04-01	UTILITY GROSS REC TAX	$650,000	$650,000	$600,872	-$49,128
		$3,200,000	**$3,200,000**	**$3,373,920**	**$173,920**
Other Taxes					
110-0000-312.03-01	BUSINESS LICENSE TAX	$4,500,000	$4,500,000	$5,262,119	$762,119
110-0000-312.03-10	DAILY RENTAL TAX	$50,000	$50,000	$70,310	$20,310
110-0000-312.05-01	LOCAL VEHICLE LICENSE FEE	$3,100,000	$3,100,000	$3,208,711	$108,711
110-0000-312.06-01	BANK STOCK TAXES	$800,000	$800,000	$1,072,683	$272,683
110-0000-312.07-01	RECORDATION TAX	$2,100,000	$2,100,000	$4,287,072	$2,187,072
110-0000-312.10-01	TRANSIENT OCCUPANCY TAX	$1,000,000	$1,000,000	$1,544,968	$544,968
110-0000-312.11-01	MEALS TAX	$8,000,000	$8,000,000	$10,364,204	$2,364,204
		$19,550,000	**$19,550,000**	**$25,810,067**	**$6,260,067**

Revenues - FY 2021 Preliminary End-of-Year Report

Account	Account Description	FY 2021 Adopted Budget	FY 2021 Adjusted Budget	Actual FY 2021 Revenue	Variance (act to adj)
Total Other Local Taxes		**$45,550,000**	**$45,550,000**	**$56,867,168**	**$11,317,168**
Permits/Fees/Regulatory Licenses					
110-0000-313.01-01	DOG TAG LICENSE	$60,000	$60,000	$81,376	$21,376
110-0000-313.03-04	LAND USE APPL FEES	$1,000	$1,000	$773	-$227
110-0000-313.03-05	TRANSFER FEES	$5,000	$5,000	$6,986	$1,986
110-0000-313.03-18	WELL/SEPTIC PMT FEES	$40,000	$40,000	$67,125	$27,125
110-0000-313.03-25	COMM REFUSE HAULER FEES	$18,000	$18,000	$16,050	-$1,950
110-0000-313.03-27	SOLICITOR PERMITS	$1,200	$1,200	$1,200	$0
110-0000-313.03-28	GUN PERMITS	$18,000	$18,000	$0	-$18,000
110-0000-313.03-31	OPEN AIR BURNING PERMIT	$6,000	$6,000	$5,990	-$10
110-0000-313.03-32	FIRE & SAFETY INSP FEE	$60,000	$60,000	$69,339	$9,339
110-0000-313.03-33	TOWING APPL/INSP FEE	$5,000	$5,000	$4,600	-$400
110-0000-313.03-34	MASSAGE PARLOR PERMITS	$2,000	$2,000	$3,200	$1,200
		$216,200	**$216,200**	**$256,639**	**$40,439**
Fines & Forfeitures					
110-0000-314.01-01	COUNTY COURT FINES	$400,000	$400,000	$238,899	-$161,101
110-0000-314.01-03	FALSE FIRE ALARMS	$5,000	$5,000	$0	-$5,000
110-0000-314.01-04	DNA LOCAL FEE (CLK CT)	$2,500	$2,500	$5,713	$3,213
110-0000-314.01-05	JAIL ADM FEE (CLK OF CT)	$16,000	$16,000	$12,889	-$3,111
110-0000-314.01-06	CTHSE SEC FEE (CLK OF CT)	$130,000	$130,000	$69,812	-$60,188
		$553,500	**$553,500**	**$327,313**	**-$226,187**
Use of Money & Property					
110-0000-315.01-01	INTEREST ON INVESTMENTS	$800,000	$800,000	$1,136,049	$336,049
110-0000-315.01-06	INTEREST TRIGON STOCK INV	$5,000	$5,000	$0	-$5,000
110-0000-315.01-99	UNREALIZED G/L ON INVESTM	$0	$0	-$1,030,904	-$1,030,904
110-0000-315.02-01	RENTAL OF GENERAL PROP	$61,828	$61,828	$72,334	$10,506
110-0000-315.02-06	ANTENNA/WATER TOWER RENTL	$304,204	$304,204	$318,196	$13,992
110-0000-318.99-20	INSURANCE RECOVERY REV	$55,000	$125,460	$189,094	$63,634
		$1,226,032	**$1,296,492**	**$684,769**	**-$611,723**
Charges for Services					
110-0000-315.02-02	USE OF PARK FACILITIES	$45,000	$45,000	$40,137	-$4,863
110-0000-315.02-03	LORIELA PK CONC/TAXABLE	$19,750	$19,750	$7,201	-$12,549
110-0000-315.02-04	LORIELA PK CONC/NON-TAXBL	$0	$0	$45	$45
110-0000-316.01-02	EXCESS FEES OF CLERKS	$110,000	$110,000	$308,907	$198,907
110-0000-316.01-03	SHERIFF'S FEES	$4,099	$4,099	$8,198	$4,099
110-0000-316.01-04	CLK OF CT SUBSCRIPTIONS	$44,000	$44,000	$69,527	$25,527
110-0000-316.01-05	COURTHOUSE MAINT FEES	$43,000	$43,000	$30,183	-$12,817
110-0000-316.01-06	CLERK COPY FEES	$11,000	$11,000	$15,114	$4,114
110-0000-316.01-08	CSU PROGRAM/CLASS FEE	$500	$500	$360	-$140
110-0000-316.02-01	COMMONWEALTH'S ATTY FEES	$25,000	$25,000	$16,585	-$8,415
110-0000-316.03-02	OTHER SHERIFF FEES	$95,000	$95,000	$113,165	$18,165
110-0000-316.04-01	EM RESCUE SVC FEES	$16,000	$16,000	$12,074	-$3,926
110-0000-316.05-01	ANIMAL SHELTER FEES	$206,000	$206,000	$186,991	-$19,009
110-0000-316.05-02	RABIES VACCINATIONS	$7,500	$7,500	$0	-$7,500
110-0000-316.07-01	STREET LIGHTS	$6,200	$6,200	$6,250	$50
110-0000-316.08-02	REFUSE DISPOSAL FEES	$2,500,000	$2,500,000	$2,568,477	$68,477
110-0000-316.08-03	WEED & DEBRIS FEE	$10,000	$10,000	$3,702	-$6,298
110-0000-316.08-05	RECYCLING REVENUES	$400,000	$400,000	$352,906	-$47,094
110-0000-316.13-01	REC REGISTRATION FEES	$286,265	$286,265	$107,292	-$178,973
110-0000-316.13-02	ADMISSION LORIELLA PARK	$49,125	$49,125	$33,475	-$15,650
110-0000-316.13-04	NI RIVER RESERVOIR FEES	$20,670	$20,670	$29,357	$8,687

Revenues - FY 2021 Preliminary End-of-Year Report

Account	Account Description	FY 2021 Adopted Budget	FY 2021 Adjusted Budget	Actual FY 2021 Revenue	Variance (act to adj)
110-0000-316.13-05	HUNTING RUN RESRVIOR FEES	$23,900	$23,900	$31,771	$7,871
110-0000-316.13-06	SELF SUPP ACTIVITIES	$167,765	$167,765	$128,934	-$38,831
110-0000-316.13-12	TOUR COMM VENDOR REVENUE	$0	$0	$400	$400
110-0000-316.16-01	PLANNING DEPT PUBLICATONS	$700	$700	$219	-$481
110-0000-316.16-03	PLAT FILING FEES	$223,347	$223,347	$240,365	$17,018
110-0000-316.16-08	PLANNING REVIEW FEES	$275,000	$275,000	$402,952	$127,952
110-0000-316.16-10	GIS FEES	$150,000	$150,000	$120,678	-$29,322
110-0000-316.16-11	ANNUAL PEG FEE GRT	$185,000	$185,000	$175,774	-$9,226
110-0000-318.99-05	TAXABLE TOURISM MISC	$3,500	$3,500	$3,289	-$211
110-0000-318.99-07	P/R SALE ITEMS	$1,000	$1,000	$163	-$837
110-0000-318.99-17	W/S ADMIN FEE	$2,276,168	$2,276,168	$2,201,036	-$75,132
110-0000-318.99-18	OTHER LOCAL REV SOURCES	$12,000	$12,000	$12,600	$600
110-0000-318.99-33	FOIA REIMBURSEMENT	$3,500	$3,500	$12,261	$8,761
110-0000-318.99-45	SHERIFF LOCAL SERVICES	$300,000	$300,000	$401,244	$101,244
		$7,520,989	**$7,520,989**	**$7,641,632**	**$120,643**
Donations					
110-0000-318.99-23	DONATIONS	$0	$51,000	$109,760	$58,760
110-0000-318.99-30	TOUR COMM EVENT DONATIONS	$41,425	$41,425	-$25	-$41,450
		$41,425	**$92,425**	**$109,735**	**$17,310**
Miscellaneous					
110-0000-318.03-02	RECRUIT COST RECOVERY	0	$0	$4,741	$4,741
110-0000-318.03-03	VOPEX EXERCISES	$30,000	$30,000	$30,000	$0
110-0000-318.03-04	GEN SVCS CT RESTITUTION	$0	$0	$316	$316
110-0000-318.03-05	SHERIFF CT RESTITUTION	$0	$0	$2,668	$2,668
110-0000-318.03-06	ANML CNTRL CT RESTITUTION	$0	$0	$2,771	$2,771
110-0000-318.03-07	FREM RESTITUTION	$0	$0	$1,000	$1,000
110-0000-318.99-06	SALE SURPLUS PROPERTY	$70,000	$70,000	$300,642	$230,642
110-0000-318.99-15	MISCELLANEOUS	$2,500	$2,500	$61,193	$58,693
110-0000-318.99-40	DSS LOCAL REVENUE	$0	$0	$27,713	$27,713
110-0000-318.99-49	MUSEUM -SALE OF ORNAMENTS	$200	$200	$16	-$184
		$102,700	**$102,700**	**$431,060**	**$328,360**
Total Other Local Revenue		**$9,660,846**	**$9,782,306**	**$9,451,148**	**-$331,158**
Non-Categorical State Aid					
110-0000-322.03-00	MOT VEH CAR TX ROLLG STCK	$52,000	$52,000	$67,444	$15,444
110-0000-322.05-00	MOBILE HOME TITLING TAXES	$75,000	$75,000	$105,414	$30,414
110-0000-322.06-00	TAX ON DEEDS GRANTORS TAX	$575,000	$575,000	$907,020	$332,020
110-0000-322.10-00	DMV RENTAL TAX	$500,000	$500,000	$595,299	$95,299
110-0000-322.11-00	PERS PROP TAX RELIEF ACT	$14,509,422	$14,509,422	$14,509,422	$0
110-0000-322.99-01	SKILLS GAME TAX	$0	$0	$193,680	$193,680
		$15,711,422	**$15,711,422**	**$16,378,279**	**$666,857**
Shared Expenses					
110-0000-323.01-00	COMMONWEALTH ATTORNEY	$942,022	$942,022	$927,552	-$14,470
110-0000-323.02-00	SHERIFF	$3,802,233	$3,849,061	$3,688,630	-$160,431
110-0000-323.03-00	COMMISSIONER OF REVENUE	$285,762	$285,762	$281,410	-$4,352
110-0000-323.04-00	TREASURER	$249,799	$249,799	$245,467	-$4,332
110-0000-323.06-00	REGISTRAR/ELECTORAL BOARD	$73,696	$83,942	$66,766	-$17,176
110-0000-323.07-00	CLERK OF CIRCUIT COURT	$765,449	$765,449	$698,927	-$66,522
110-0000-324.04-30	REIMB EXTRDITN PRISONERS	$10,000	$10,000	$44,677	$34,677
		$6,128,961	**$6,186,035**	**$5,953,429**	**-$232,606**

Revenues - FY 2021 Preliminary End-of-Year Report

Account	Account Description	FY 2021 Adopted Budget	FY 2021 Adjusted Budget	Actual FY 2021 Revenue	Variance (act to adj)
Social Services Revenues					
110-0000-324.01-02	PUBLIC ASST & WELFARE ADM	$9,882,769	$10,114,554	$3,315,318	-$6,799,236
110-0000-324.01-05	COMPREHENSIVE SVCS ACT	$5,676,020	$5,676,020	$4,991,029	-$684,991
		$15,558,789	**$15,790,574**	**$8,306,347**	**-$7,484,227**
Other Categorical Reimbursement					
110-0000-324.04-02	EMERGENCY SERVICES	$35,000	$35,000	$0	-$35,000
110-0000-324.04-07	NONCOMPETITIVE LITTER GRT	$16,961	$19,481	$19,481	$0
110-0000-324.04-12	STATE FIRE PROGRAM FUND	$400,000	$400,000	$466,457	$66,457
110-0000-324.04-13	GRANT REVENUES	$310,179	$361,912	$210,142	-$151,770
110-0000-324.04-15	VEH REG DOG/CAT STERILIZN	$3,250	$3,250	$630	-$2,620
110-0000-324.04-16	MOTOR VEH REG 2 4 LIFE $	$130,000	$130,000	$141,361	$11,361
110-0000-324.04-22	VJCCCA REVENUE	$84,641	$84,641	$40,424	-$44,217
110-0000-324.04-50	FORF/SEIZURE C/W ATTORNEY	$0	$0	$9,563	$9,563
110-0000-324.04-51	VICTIM/WITNESS GRANT	$65,063	$65,063	$68,033	$2,970
110-0000-324.04-52	FORF/SEIZURE SHERIFF	$0	$0	$104,204	$104,204
110-0000-324.04-60	WIRELESS E-911 SURCHARGE	$355,000	$355,000	$424,492	$69,492
		$1,400,094	**$1,454,347**	**$1,484,787**	**$30,440**
Total State Revenues		**$38,799,266**	**$39,142,378**	**$32,122,842**	**-$7,019,536**
Federal Revenues					
110-0000-331.01-00	PAYMENTS IN LIEU OF TAXES	$22,000	$22,000	$18,735	-$3,265
110-0000-333.01-08	OTHER FEDERAL GRANTS	$40,579	$670,927	$256,149	-$414,778
110-0000-333.01-14	SHERIFF OVERTIME GRANT	$0	$179,015	$0	-$179,015
110-0000-333.01-15	F&R SAFER GRANT	$347,300	$347,300	$0	-$347,300
110-0000-333.01-51	VICTIM WITNESS GRANT	$195,190	$195,190	$204,099	$8,909
110-0000-333.05-10	PUBLIC ASST/WELFARE ADM	$0	$0	$6,414,134	$6,414,134
110-0000-333.05-15	TANF - BRIDGES	$0	$0	$156,819	$156,819
110-0000-333.06-02	CARES STATE PASS THRU	$0	$13,522,669	$13,522,669	$0
110-0000-333.06-03	CARES HELP AMERICA VOTE ACT	$0	$0	$89,535	$89,535
110-0000-333.06-04	CARES BROADBAND	$0	$822,360	$822,360	$0
110-0000-333.06-06	DJJ CESF GRANT	$0	$0	$14,329	$14,329
Total Federal Revenues		**$605,069**	**$15,759,461**	**$21,498,829**	**$5,739,368**
Debt Proceeds					
110-0000-341.04-01	BOND PROCEEDS	$0	$7,080,000	$7,080,000	$0
110-0000-341.04-12	BOND PREMIUMS	$0	$1,502,430	$1,502,430	$0
Total Debt Proceeds		**$0**	**$8,582,430**	**$8,582,430**	**$0**
Transfers from Other Funds					
110-0000-341.06-04	TRANSFER FROM CAP PROJS	$142,924	$142,924	$72,033	-$70,891
110-0000-341.06-06	FROM SCHOOL OPERATING FD	$0	$0	$1,114,522	$1,114,522
110-0000-341.06-07	FROM CODE COMPLIANCE FUND	$768,489	$768,489	$1,092,858	$324,369
110-0000-341.06-11	FROM FIRE/EMS SVC FEE FND	$2,600,000	$2,600,000	$2,805,816	$205,816
Total Transfers from Other Funds		**$3,511,413**	**$3,511,413**	**$5,085,229**	**$1,573,816**
Total General Fund Revenues		**$287,009,272**	**$310,085,666**	**$323,213,712**	**$13,128,046**

Revenues - FY 2021 Preliminary End-of-Year Report

Account	Account Description	FY 2021 Adopted Budget	FY 2021 Adjusted Budget	Actual FY 2021 Revenue	Variance (act to adj)
School Operating Fund					
Local Revenues					
210-0000-316.12-01	SCHOOL OTHER REVENUE	$2,700,603	$2,700,603	$2,589,147	-$111,456
Total Local Revenues		**$2,700,603**	**$2,700,603**	**$2,589,147**	**-$111,456**
State & Federal Revenues					
	COMBINED STATE & FEDERAL REV	$165,928,238	$178,606,722	$174,349,474	-$4,257,248
Total State & Federal Revenues		**$165,928,238**	**$178,606,722**	**$174,349,474**	**-$4,257,248**
Debt Proceeds & Bond Interest Earnings					
Total Debt Proceeds & Bond Interest Earnings		**$0**	**$0**	**$0**	**$0**
Transfers from Other Funds					
210-0000-341.06-01	TRANSFER FROM GENERAL FD	$131,381,416	$143,904,911	$129,379,378	-$14,525,533
Total Transfers from Other Funds		**$131,381,416**	**$143,904,911**	**$129,379,378**	**-$14,525,533**
Total School Operating Fund		**$300,010,257**	**$325,212,236**	**$306,317,999**	**-$18,894,237**
School Food Service Fund					
Local Revenues					
212-0000-316.12-01	SCHOOL OTHER REVENUE	$4,618,000	$133,000	$199,211	$66,211
Total Local Revenues		**$4,618,000**	**$133,000**	**$199,211**	**$66,211**
State & Federal Revenues					
	COMBINED STATE & FEDERAL REV	$6,259,986	$15,388,244	$21,607,298	$6,219,054
Total State & Federal Revenues		**$6,259,986**	**$15,388,244**	**$21,607,298**	**$6,219,054**
Transfers from Other Funds					
212-0000-341.06-06	FROM SCHOOL OPERATING FD	$0	$36,816	$36,816	$0
Total Transfers from Other Funds		**$0**	**$36,816**	**$36,816**	**$0**
Total School Food Service Fund Revenues		**$10,877,986**	**$15,558,060**	**$21,843,325**	**$6,285,265**

Revenues - FY 2021 Preliminary End-of-Year Report

Account	Account Description	FY 2021 Adopted Budget	FY 2021 Adjusted Budget	Actual FY 2021 Revenue	Variance (act to adj)
Economic Development Authority Fund					
Local Revenues					
221-0000-315.01-01	INTEREST ON INVESTMENTS	$4,000	$4,000	$2,139	-$1,861
221-0000-318.99-15	MISCELLANEOUS	$0	$0	$2,836	$2,836
221-0000-341.02-01	LAND SALE SURPLUS	$0	$0	$2,500	$0
Total Local Revenues		**$4,000**	**$4,000**	**$7,475**	**$975**
Transfers from Other Funds					
221-0000-341.06-01	TRANSFER FROM GENERAL FD	$1,413,000	$1,850,500	$1,187,949	-$662,551
221-0000-341.06-04	TRANSFER FROM CAP PROJS	$0	$1,564,960	$252,501	-$1,312,459
Total Transfers from Other Funds		**$1,413,000**	**$3,415,460**	**$1,440,450**	**-$1,975,010**
Total Economic Development Opportunity Fund Revenues		**$1,417,000**	**$3,419,460**	**$1,447,925**	**-$1,974,035**
Fire/EMS Service Fee Fund					
Local Revenues					
240-0000-316.04-01	EM RESCUE SVC FEES	$2,600,000	$2,600,000	$2,789,183	$189,183
Total Local Revenues		**$2,600,000**	**$2,600,000**	**$2,789,183**	**$189,183**
Total Fire/EMS Service Fee Fund Revenue		**$2,600,000**	**$2,600,000**	**$2,789,183**	**$189,183**
Code Compliance Fund					
Local Revenues					
260-0000-313.03-40	BUILDING FEES	$2,728,085	$2,728,085	$3,208,598	$480,513
260-0000-313.03-45	ZONING FEES	$338,072	$338,072	$367,304	$29,232
260-0000-313.03-50	ENVIRONMENTAL ENG FEES	$850,000	$1,469,476	$1,397,006	-$72,470
260-0000-313.03-55	CHESAPEAKE BAY FEES	$100,000	$254,327	$223,607	-$30,720
260-0000-313.03-60	STORMWATER MGMT LOCAL FEE	$438,000	$537,376	$528,520	-$8,856
260-0000-313.03-65	LARGE SITE INSPECTION FEE	$0	$887,719	$881,224	-$6,495
260-0000-318.99-14	CODE COMPL ADM CHARGES	$249,822	$249,822	$327,186	$77,364
Total Local Revenues		**$4,703,979**	**$6,464,877**	**$6,933,445**	**$468,568**
State & Federal Revenues					
260-0000-324.04-13	GRANT REVENUES	$0	$2,000	$0	-$2,000
Total State & Federal Revenues		**$0**	**$2,000**	**$0**	**-$2,000**
Transfers from Other Funds					
260-0000-341.06-01	TRANSFER FROM GENERAL FD	$930,841	$940,260	$1,094,718	$154,458
Total Transfers from Other Funds		**$930,841**	**$940,260**	**$1,094,718**	**$154,458**
Total Code Compliance Fund		**$5,634,820**	**$7,407,137**	**$8,028,163**	**$621,026**

Revenues - FY 2021 Preliminary End-of-Year Report

Account	Account Description	FY 2021 Adopted Budget	FY 2021 Adjusted Budget	Actual FY 2021 Revenue	Variance (act to adj)
Transportation Fund					
Property Taxes					
280-0000-311.01-01	CURRENT	$1,386,036	$1,386,036	$1,316,989	-$69,047
280-0000-311.06-01	PENALTIES	$0	$0	$9,223	$9,223
280-0000-311.06-02	INTEREST	$0	$0	$815	$815
Total Property Taxes		**$1,386,036**	**$1,386,036**	**$1,327,027**	**-$59,009**
Local Revenues					
280-0000-312.17-01	GAS TAX	$4,600,000	$4,600,000	$5,720,405	$1,120,405
280-0000-313.03-35	SITE PLAN REVIEW FEES	$16,000	$16,000	$19,060	$3,060
280-0000-315.01-01	INTEREST ON INVESTMENTS	$30,000	$30,000	$51,757	$21,757
Total Local Revenues		**$4,646,000**	**$4,646,000**	**$5,791,222**	**$1,145,222**
Transfers from Other Funds					
280-0000-341.06-01	TRANSFER FROM GENERAL FD	$0	$977	$977	$0
280-0000-341.06-04	TRANSFER FROM CAP PROJS	$21,261	$21,261	$20,136	-$1,125
Total Transfers from Other Funds		**$21,261**	**$22,238**	**$21,113**	**-$1,125**
Total Transportation Fund		**$6,053,297**	**$6,054,274**	**$7,139,362**	**$1,085,088**

Revenues - FY 2021 Preliminary End-of-Year Report

Account	Account Description	FY 2021 Adopted Budget	FY 2021 Adjusted Budget	Actual FY 2021 Revenue	Variance (act to adj)
Capital Projects Fund					
Debt Proceeds & Bond Interest Earnings					
310-0000-341.04-01	BOND PROCEEDS	$0	$1,240,000	$1,240,000	$0
310-0000-341.04-08	INTEREST GO/IDA/EDA BONDS	$0	$0	$35,548	$35,548
310-0000-341.04-12	BOND PREMIUMS	$0	$229,457	$229,457	$0
Total Debt Proceeds & Bond Interest Earnings		**$0**	**$1,469,457**	**$1,505,005**	**$35,548**
Other Local Revenue					
310-0000-315.01-01	INTEREST ON INVESTMENTS	$100,000	$100,000	$203,438	$103,438
310-0000-315.02-05	FIELD RENTAL/CONC (CAPTL)	$100,000	$100,000	$73,100	-$26,900
310-0000-318.99-18	OTHER LOCAL REV SOURCES	$0	$74,982	$167,205	$92,223
310-0000-318.99-19	PROFFERS	$278,402	$462,476	$36,600	-$425,876
310-0000-318.99-46	SPECIAL ASSESSMENTS	$39,600	$39,600	$44,708	$5,108
Total Other Local Revenue		**$518,002**	**$777,058**	**$525,051**	**-$252,007**
State Revenue					
310-0000-324.04-13	GRANT REVENUES	$0	$768,018	$0	-$768,018
310-0000-324.04-71	PSAP-NG911 CALL HANDLING	$0	$39,534	$38,168	-$1,366
310-0000-324.04-99	OTHER REIMB COMMONWEALTH	$0	$0	$50,000	$50,000
Total State Revenue		**$0**	**$807,552**	**$142,169**	**-$719,384**
Federal Revenue					
310-0000-333.01-08	OTHER FEDERAL GRANTS	$0	$206,292	$28,196	-$178,096
310-0000-333.04-03	BAB SUBSIDY (ARRA)	$142,924	$142,924	$72,033	-$70,891
310-0000-333.04-04	QECB SUBSIDY	$21,261	$21,261	$20,136	-$1,125
310-0000-333.04-10	HWY PLANNING & STREETSCAPE	$0	$909,190	$555,950	-$353,240
Total Federal Revenue		**$164,185**	**$1,279,667**	**$676,315**	**-$603,352**
Transfers from Other Funds					
310-0000-341.06-01	TRANSFER FROM GENERAL FD	$8,398,599	$25,735,900	$25,735,900	$0
310-0000-341.06-03	FROM UTILITY OPERATING	$0	$0	$94,969	$94,969
Total Transfers from Other Funds		**$8,398,599**	**$25,735,900**	**$25,830,869**	**$94,969**
Total General Capital Projects Revenue		**$9,080,786**	**$30,069,634**	**$28,679,409**	**-$1,444,226**
School Capital Projects Fund					
Debt Proceeds & Bond Interest Earnings					
320-0000-341.04-01	BOND PROCEEDS	$13,500,916	$11,030,000	$11,030,000	$0
320-0000-341.04-08	INTEREST GO/IDA/EDA BONDS	$0	$0	$27,731	$27,731
320-0000-341.04-12	BOND PREMIUMS	$0	$2,049,772	$2,049,772	$0
Total Debt Proceeds & Bond Interest Earnings		**$13,500,916**	**$13,079,772**	**$13,107,503**	**$27,731**
Total School Capital Projects Fund Revenues		**$13,500,916**	**$13,079,772**	**$13,107,503**	**$27,731**

Revenues - FY 2021 Preliminary End-of-Year Report

Account	Account Description	FY 2021 Adopted Budget	FY 2021 Adjusted Budget	Actual FY 2021 Revenue	Variance (act to adj)
Utilities Operating Fund					
User Fees					
510-0000-316.20-01	WATER USER FEES	$13,442,274	$13,442,274	$14,713,490	$1,271,216
510-0000-316.20-02	SEWER USER FEES	$10,109,026	$10,109,026	$10,671,277	$562,251
510-0000-316.20-03	FRBURG USER FEES FMC	$700,000	$700,000	$631,755	-$68,245
510-0000-316.20-04	FRBURG USER FEES MOTTS	$1,200,000	$1,200,000	$1,523,035	$323,035
510-0000-316.20-08	SPOTSY SCH BRD O&M SEW SY	$100,000	$100,000	$123,221	$23,221
510-0000-316.20-11	DEBT SERVICE FEES	$5,884,306	$5,884,306	$5,868,642	-$15,664
510-0000-316.20-12	ADMINISTRATIVE FEES	$2,493,676	$2,493,676	$2,568,316	$74,640
Total User Fees		**$33,929,282**	**$33,929,282**	**$36,099,736**	**$2,170,454**
Miscellaneous					
510-0000-315.01-01	INTEREST ON INVESTMENTS	$225,000	$225,000	$581,847	$356,847
510-0000-316.08-06	COMPOST SALE REVENUES	$200,000	$200,000	$132,483	-$67,517
510-0000-315.01-99	UNREALIZED G/L ON INVESTM	$0	$0	-$467,750	-$467,750
510-0000-315.02-06	ANTENNA/WATER TOWER RENTL	$173,413	$173,413	$133,400	-$40,013
510-0000-316.20-05	PENALTIES W/S USER FEES	$575,000	$575,000	-$631	-$575,631
510-0000-316.20-10	ACCOUNT TRANSACTION FEE	$80,000	$80,000	$88,910	$8,910
510-0000-316.21-01	WATER CONNECTIONS	$25,000	$25,000	$23,043	-$1,957
510-0000-316.21-02	SEWER CONNECTIONS	$30,000	$30,000	$43,864	$13,864
510-0000-316.21-03	METER/OTHER CONNECTIONS	$250,000	$250,000	$352,315	$102,315
510-0000-318.20-01	DISPOSAL TICKETS	$75,000	$75,000	$78,527	$3,527
510-0000-318.20-02	UTILITY INSP FEES	$45,000	$45,000	$43,800	-$1,200
510-0000-318.20-03	MISCELLANEOUS REVENUE	$0	$0	$35,723	$35,723
510-0000-318.20-04	RECONNECTION FEES	$80,000	$80,000	-$50	-$80,050
510-0000-318.20-07	MULTI-VISIT METER SET FEE	$1,000	$1,000	$350	-$650
510-0000-318.20-09	W/S PLANT ASSISTANCE	$20,000	$20,000	$23,015	$3,015
510-0000-318.20-10	CCTV INSPECTION FEES	$20,000	$20,000	$62,232	$42,232
510-0000-318.99-06	SALE SURPLUS PROPERTY	$25,000	$25,000	$53,305	$28,305
510-0000-318.99-13	ADMIN COLLECTION FEE	$0	$0	$10,175	$10,175
510-0000-318.99-15	MISCELLANEOUS	$100,000	$100,000	$18,448	-$81,552
510-0000-318.99-20	INSURANCE RECOVERY REV	$0	$27,034	$39,343	$12,309
Total Miscellaneous		**$1,924,413**	**$1,951,447**	**$1,252,349**	**-$699,098**
State & Federal Revenue					
510-0000-324.04-03	FEMA PUBLIC ASST GRANT	$0	$0	-$11,414	-$11,414
510-0000-333.01-10	FEMA EMERGENCY FUND	$0	$0	-$54,541	-$54,541
510-0000-333.04-03	BAB SUBSIDY (ARRA)	$483,658	$207,338	$208,430	$1,092
510-0000-333.06-05	CARES UT ASSISTANCE FUNDING	$0	$762,992	$337,385	-$425,607
Total State & Federal Revenue		**$483,658**	**$970,330**	**$479,860**	**-$490,470**
Transfers from Other Funds					
510-0000-341.06-01	TRANSFER FROM GENERAL FD	$0	$31,488	$0	$0
510-0000-341.06-04	TRANSFER FROM CAP PROJS	$75,000	$75,000	$58,934	-$16,066
510-0000-341.06-10	FROM TRANSPORTATION FUND	$20,000	$20,000	$23,574	$3,574
Total Transfers from Other Funds		**$95,000**	**$126,488**	**$82,508**	**-$12,492**
Total Utilities Operating Fund Revenues		**$36,432,353**	**$36,977,547**	**$37,914,453**	**$968,394**

Revenues - FY 2021 Preliminary End-of-Year Report

Account	Account Description	FY 2021 Adopted Budget	FY 2021 Adjusted Budget	Actual FY 2021 Revenue	Variance (act to adj)
Utilities Capital Projects Fund					
Connection Fees					
520-0000-316.21-04	AVAILABILITY SEWER FEES	$2,052,590	$2,052,590	$3,148,250	$1,095,660
520-0000-316.21-05	AVAILABILITY WATER FEES	$2,061,380	$2,061,380	$3,279,530	$1,218,150
Total Connection Fees		**$4,113,970**	**$4,113,970**	**$6,427,780**	**$2,313,810**
Miscellaneous					
520-0000-315.01-99	UNREALIZED G/L ON INVESTM	$0	$0	-$630,069	-$630,069
520-0000-315.01-01	INTEREST ON INVESTMENTS	$150,000	$150,000	$704,009	$554,009
520-0000-315.01-02	INTEREST W/S REV BOND	$0	$0	$73,458	$73,458
520-0000-341.07-01	CONTRIBUTED CAPITAL	$19,544,825	$29,471,349	$1,334,099	-$28,137,250
Total Miscellaneous		**$19,694,825**	**$29,621,349**	**$1,481,497**	**-$28,139,852**
State Revenues					
520-0000-324.03-01	WQIF GRANT	$0	$2,610,000	$0	$0
Total State Revenues		**$0**	**$2,610,000**	**$0**	**$0**
Total Utilities Capital Project Fund Revenue		**$23,808,795**	**$36,345,319**	**$7,909,277**	**-$25,826,042**
Joint Fleet Maintenance Fund					
Charges for Services					
610-0000-316.30-01	SERVICE CHARGES JFMF	$2,880,899	$2,880,899	$2,188,802	-$692,097
610-0000-318.99-15	MISCELLANEOUS	$0	$0	$2,584	$2,584
Total Charges for Services		**$2,880,899**	**$2,880,899**	**$2,191,386**	**-$689,513**
Transfers from Other Funds					
610-0000-341.06-06	FROM SCHOOL OPERATING FUND	$0	$18,408	$18,408	$0
Total Transfers from Other Funds		**$0**	**$18,408**	**$18,408**	**$0**
Total Joint Fleet Maintenance		**$2,880,899**	**$2,899,307**	**$2,209,794**	**-$689,513**
Total Revenues & Transfers In, All Funds		**$699,306,381**	**$789,708,412**	**$760,600,105**	**-$26,523,320**

Expenditures - FY 2021 Preliminary End-of-Year Report

Attachment 3

Account	FY 2021 Adopted Budget	FY 2021 Adjusted Budget	Actual FY 2021 Expenditures	Variance (act to adj)
GENERAL FUND				
Board of Supervisors				
PERSONNEL	$224,088	$224,088	$208,942	$15,146
OPERATING	$58,634	$67,871	$71,049	-$3,178
CAPITAL	$0	$0	$0	$0
Board of Supervisors Total	$282,722	$291,959	$279,991	$11,968
County Administration				
PERSONNEL	$825,919	$706,142	$692,072	$14,070
OPERATING	$43,021	$32,300	$33,054	-$754
CAPITAL	$0	$283	$283	$0
County Administration Total	$868,940	$738,725	$725,409	$13,316
County Attorney				
PERSONNEL	$993,592	$1,013,148	$983,079	$30,069
OPERATING	$55,427	$177,396	$123,181	$54,215
CAPITAL	$0	$913	$913	$0
County Attorney Total	$1,049,019	$1,191,457	$1,107,173	$84,284
Human Resources				
PERSONNEL	$716,642	$780,324	$697,037	$83,287
OPERATING	$181,513	$344,513	$87,686	$256,827
CAPITAL	$0	$0	$0	$0
Human Resources Total	$898,155	$1,124,837	$784,723	$340,114
Independent Auditor				
OPERATING	$192,040	$232,040	$151,451	$80,589
Independent Auditor Total	$192,040	$232,040	$151,451	$80,589
Internal Auditor				
OPERATING	$177,160	$177,160	$96,709	$80,451
Internal Auditor Total	$177,160	$177,160	$96,709	$80,451
Commissioner of Revenue				
PERSONNEL	$1,471,541	$1,499,852	$1,241,204	$258,648
OPERATING	$70,645	$70,140	$66,455	$3,685
CAPITAL	$0	$563	$3,563	-$3,000
Commissioner of Revenue Total	$1,542,186	$1,570,555	$1,311,222	$259,333

Expenditures - FY 2021 Preliminary End-of-Year Report

Attachment 3

Account	FY 2021 Adopted Budget	FY 2021 Adjusted Budget	Actual FY 2021 Expenditures	Variance (act to adj)
Assessment				
PERSONNEL	$974,003	$993,636	$873,950	$119,686
OPERATING	$32,717	$31,572	$25,366	$6,206
CAPITAL	$1,500	$2,645	$1,278	$1,367
Assessment Total	$1,008,220	$1,027,853	$900,594	$127,259
Treasurer				
PERSONNEL	$1,645,398	$1,677,048	$1,531,479	$145,569
OPERATING	$361,591	$355,041	$343,470	$11,571
CAPITAL	$2,500	$10,900	$10,802	$98
Treasurer Total	$2,009,489	$2,042,989	$1,885,751	$157,238
Accounting				
PERSONNEL	$1,286,749	$1,301,202	$1,064,937	$236,265
OPERATING	$272,488	$295,153	$278,627	$16,526
CAPITAL	$2,050	$2,243	$2,311	-$68
Accounting Total	$1,561,287	$1,598,598	$1,345,875	$252,723
Budget & Grants				
PERSONNEL	$816,829	$832,412	$640,144	$192,268
OPERATING	$56,177	$103,171	$25,877	$77,294
CAPITAL	$0	$0	$0	$0
Budget & Grants Total	$873,006	$935,583	$666,021	$269,562
Procurement				
PERSONNEL	$448,636	$456,818	$365,127	$91,691
OPERATING	$8,228	$12,119	$3,311	$8,808
CAPITAL	$0	$0	$0	$0
Procurement Total	$456,864	$468,937	$368,438	$100,499
Information Services				
PERSONNEL	$3,333,413	$3,403,574	$3,204,747	$198,827
OPERATING	$3,313,655	$4,130,443	$2,951,671	$1,178,772
CAPITAL	$16,800	$839,160	$847,823	-$8,663
Information Services Total	$6,663,868	$8,373,177	$7,004,241	$1,368,936
Central Supplies				
OPERATING	$20,397	$20,397	$12,622	$7,775
Central Supplies Total	$20,397	$20,397	$12,622	$7,775

Expenditures - FY 2021 Preliminary End-of-Year Report

Attachment 3

Account	FY 2021 Adopted Budget	FY 2021 Adjusted Budget	Actual FY 2021 Expenditures	Variance (act to adj)
Risk Management				
PERSONNEL	$25,000	$25,000	$43,002	-$18,002
OPERATING	$57,800	$57,800	$51,714	$6,086
Risk Management Total	$82,800	$82,800	$94,716	-$11,916
Registrar/Electoral Board				
PERSONNEL	$293,300	$343,150	$345,880	-$2,730
OPERATING	$214,901	$273,357	$266,400	$6,957
CAPITAL	$36,300	$61,428	$61,528	-$100
Registrar/Electoral Board Total	$544,501	$677,935	$673,808	$4,127
Circuit Court - 1				
PERSONNEL	$110,428	$112,463	$110,462	$2,001
OPERATING	$8,280	$8,280	$4,488	$3,792
CAPITAL	$0	$0	$0	$0
Circuit Court - 1 Total	$118,708	$120,743	$114,950	$5,793
Circuit Court - 2				
PERSONNEL	$168,791	$172,071	$146,146	$25,925
OPERATING	$9,194	$9,194	$4,879	$4,315
CAPITAL	$0	$0	$0	$0
Circuit Court - 2 Total	$177,985	$181,265	$151,025	$30,240
General District Court				
OPERATING	$33,125	$33,125	$15,825	$17,300
CAPITAL	$0	$0	$0	$0
General District Court Total	$33,125	$33,125	$15,825	$17,300
Magistrates				
OPERATING	$4,184	$4,184	$3,335	$849
CAPITAL	$0	$3,000	$2,915	$85
Magistrates Total	$4,184	$7,184	$6,250	$934
Juvenile & Domestic Court				
OPERATING	$44,877	$44,877	$33,028	$11,849
CAPITAL	$0	$0	$0	$0
Juvenile & Domestic Court Total	$44,877	$44,877	$33,028	$11,849
Clerk of the Circuit Court				
PERSONNEL	$1,411,576	$1,440,564	$1,424,440	$16,124
OPERATING	$212,206	$239,411	$148,438	$90,973
CAPITAL	$0	$528	$528	$0
Clerk of the Circuit Court Total	$1,623,782	$1,680,503	$1,573,406	$107,097

Expenditures - FY 2021 Preliminary End-of-Year Report

Account	FY 2021 Adopted Budget	FY 2021 Adjusted Budget	Actual FY 2021 Expenditures	Variance (act to adj)
Sheriff - Courts/Civil Process				
PERSONNEL	$4,376,570	$4,469,926	$4,291,087	$178,839
OPERATING	$51,648	$48,574	$39,440	$9,134
CAPITAL	$2,400	$5,796	$7,014	-$1,218
Sheriff - Courts/Civil Process Tot	$4,430,618	$4,524,296	$4,337,541	$186,755
Victim/Witness Program				
PERSONNEL	$317,434	$323,713	$302,645	$21,068
OPERATING	$46,573	$49,907	$29,763	$20,144
CAPITAL	$300	$300	$0	$300
Victim/Witness Program Total	$364,307	$373,920	$332,408	$41,512
Commonwealth's Attorney				
PERSONNEL	$2,208,969	$2,251,717	$2,215,488	$36,229
OPERATING	$161,919	$165,659	$101,308	$64,351
CAPITAL	$0	$0	$0	$0
Commonwealth's Attorney Total	$2,370,888	$2,417,376	$2,316,796	$100,580
Comm Attny - Forfeiture/Seizure				
OPERATING	$0	$128,168	$2,815	$125,353
Comm Attny - Forfeiture/Seizure	$0	$128,168	$2,815	$125,353
Communications				
PERSONNEL	$3,109,829	$3,303,888	$2,872,304	$431,584
OPERATING	$342,998	$342,998	$92,820	$250,178
CAPITAL	$10,000	$10,000	$13,936	-$3,936
Communications Total	$3,462,827	$3,656,886	$2,979,060	$677,826
Sheriff				
PERSONNEL	$17,499,887	$18,184,173	$17,846,002	$338,171
OPERATING	$2,150,121	$2,326,238	$1,919,232	$407,006
CAPITAL	$146,533	$320,323	$347,269	-$26,946
Sheriff Total	$19,796,541	$20,830,734	$20,112,503	$718,231
Sheriff - Forfeiture/Seizure				
OPERATING	$40,000	$655,618	$129,800	$525,818
CAPITAL	$65,000	$65,000	$43,710	$21,290
Sheriff - Forfeiture/Seizure Total	$105,000	$720,618	$173,510	$547,108

Expenditures - FY 2021 Preliminary End-of-Year Report

Attachment 3

Account	FY 2021 Adopted Budget	FY 2021 Adjusted Budget	Actual FY 2021 Expenditures	Variance (act to adj)
Fire, Rescue & Emer Svcs				
PERSONNEL	$24,019,791	$24,543,336	$26,490,507	-$1,947,171
OPERATING	$1,251,190	$1,381,823	$1,015,082	$366,741
CAPITAL	$160,192	$382,936	$270,671	$112,265
Fire, Rescue & Emer Svcs Total	$25,431,173	$26,308,095	$27,776,260	-$1,468,165
Volunteer Fire & Rescue Svcs				
PERSONNEL	$100,000	$100,000	$147,000	-$47,000
OPERATING	$23,996	$23,996	$23,996	$0
Volunteer Fire & Rescue Svcs Tot	$123,996	$123,996	$170,996	-$47,000
Consolidated Fire & Rescue				
PERSONNEL	$22,507	$22,507	$18,814	$3,693
OPERATING	$2,997,433	$3,746,499	$2,471,140	$1,275,359
Consolidated Fire & Rescue Tota	$3,019,940	$3,769,006	$2,489,954	$1,279,052
Regional Detention Facilities				
OPERATING	$7,484,950	$7,484,950	$7,430,060	$54,890
Regional Detention Facilities Tot	$7,484,950	$7,484,950	$7,430,060	$54,890
Court Services Unit				
OPERATING	$18,624	$18,624	$18,568	$56
CAPITAL	$2,000	$2,000	$1,971	$29
Court Services Unit Total	$20,624	$20,624	$20,539	$85
CSU - Outreach Detention				
PERSONNEL	$66,259	$67,664	$66,598	$1,066
OPERATING	$14,571	$14,571	$2,962	$11,609
CAPITAL	$0	$0	$0	$0
CSU - Outreach Detention Total	$80,830	$82,235	$69,560	$12,675
CSU - VJCCCA Crime Ctrl Prgs				
OPERATING	$93,796	$93,796	$57,692	$36,104
CSU - VJCCCA Crime Ctrl Prgs Tot	$93,796	$93,796	$57,692	$36,104
CSU - Correction & Detention				
PERSONNEL	$59,925	$61,202	$60,321	$881
OPERATING	$147,052	$147,052	$145,484	$1,568
CSU - Correction & Detention To	$206,977	$208,254	$205,805	$2,449

Expenditures - FY 2021 Preliminary End-of-Year Report

Attachment 3

Account	FY 2021 Adopted Budget	FY 2021 Adjusted Budget	Actual FY 2021 Expenditures	Variance (act to adj)
Animal Control				
PERSONNEL	$1,553,939	$1,590,237	$1,578,137	$12,100
OPERATING	$279,230	$279,230	$234,456	$44,774
CAPITAL	$0	$0	$2,395	-$2,395
Animal Control Total	$1,833,169	$1,869,467	$1,814,988	$54,479
Medical Examiner				
OPERATING	$1,000	$1,000	$1,340	-$340
Medical Examiner Total	$1,000	$1,000	$1,340	-$340
Facilities Management				
PERSONNEL	$642,837	$596,086	$574,971	$21,115
OPERATING	$17,097	$19,081	$8,152	$10,929
CAPITAL	$0	$0	$0	$0
Facilities Management Total	$659,934	$615,167	$583,123	$32,044
Refuse Collection				
PERSONNEL	$1,712,459	$1,672,528	$1,644,476	$28,052
OPERATING	$645,735	$742,332	$730,062	$12,270
CAPITAL	$16,000	$275	$275	$0
Refuse Collection Total	$2,374,194	$2,415,135	$2,374,813	$40,322
Refuse Disposal				
PERSONNEL	$1,021,653	$1,055,898	$1,015,352	$40,546
OPERATING	$801,190	$792,490	$847,133	-$54,643
CAPITAL	$0	$857	$857	$0
Refuse Disposal Total	$1,822,843	$1,849,245	$1,863,342	-$14,097
Maintenance				
PERSONNEL	$839,742	$930,144	$868,336	$61,808
OPERATING	$1,303,997	$1,460,797	$1,202,477	$258,320
CAPITAL	$3,500	$9,000	$7,189	$1,811
Maintenance Total	$2,147,239	$2,399,941	$2,078,002	$321,939
General Buildings & Grounds				
OPERATING	$1,799,661	$1,799,661	$1,660,963	$138,698
General Buildings & Grounds Tot	$1,799,661	$1,799,661	$1,660,963	$138,698

Expenditures - FY 2021 Preliminary End-of-Year Report

Attachment 3

Account	FY 2021 Adopted Budget	FY 2021 Adjusted Budget	Actual FY 2021 Expenditures	Variance (act to adj)
Health Department				
OPERATING	$647,569	$647,569	$647,569	$0
Health Department Total	$647,569	$647,569	$647,569	$0
RACSB				
OPERATING	$427,593	$427,593	$427,593	$0
RACSB Total	$427,593	$427,593	$427,593	$0
Social Services				
PERSONNEL	$8,244,935	$8,552,041	$7,670,453	$881,588
OPERATING	$5,786,353	$5,953,311	$5,176,770	$776,541
CAPITAL	$72,869	$100,876	$88,863	$12,013
Social Services Total	$14,104,157	$14,606,228	$12,936,086	$1,670,142
CSA				
PERSONNEL	$54,885	$56,065	$55,167	$898
OPERATING	$12,306,437	$12,306,642	$8,859,258	$3,447,384
CSA Total	$12,361,322	$12,362,707	$8,914,425	$3,448,282
Tax Relief				
OPERATING	$1,284,718	$1,284,718	$1,261,211	$23,507
Tax Relief Total	$1,284,718	$1,284,718	$1,261,211	$23,507
Regional Agencies				
OPERATING	$219,674	$369,674	$369,674	$0
Regional Agencies Total	$219,674	$369,674	$369,674	$0
Germanna Community College				
OPERATING	$189,171	$189,171	$189,171	$0
Germanna Community College T	$189,171	$189,171	$189,171	$0
Parks and Recreation				
PERSONNEL	$2,354,840	$2,401,682	$2,009,386	$392,296
OPERATING	$984,027	$978,419	$649,895	$328,524
CAPITAL	$81,120	$81,120	$56,419	$24,701
Parks and Recreation Total	$3,419,987	$3,461,221	$2,715,700	$745,521
Museum				
PERSONNEL	$37,119	$37,997	$37,857	$140
OPERATING	$44,445	$34,466	$31,616	$2,850
CAPITAL	$0	$5,979	$5,328	$651
Museum Total	$81,564	$78,442	$74,801	$3,641

Expenditures - FY 2021 Preliminary End-of-Year Report

Attachment 3

Account	FY 2021 Adopted Budget	FY 2021 Adjusted Budget	Actual FY 2021 Expenditures	Variance (act to adj)
Regional Library				
OPERATING	$4,307,827	$4,307,827	$4,309,279	-$1,452
Regional Library Total	$4,307,827	$4,307,827	$4,309,279	-$1,452
Planning				
PERSONNEL	$1,188,724	$1,210,291	$1,077,229	$133,062
OPERATING	$84,579	$108,780	$112,165	-$3,385
CAPITAL	$0	$270	$270	$0
Planning Total	$1,273,303	$1,319,341	$1,189,664	$129,677
Planning Commission				
PERSONNEL	$56,526	$56,526	$56,549	-$23
OPERATING	$440	$3,748	$101	$3,647
Planning Commission Total	$56,966	$60,274	$56,650	$3,624
Planning Comm/Committees				
OPERATING	$300	$1,674	$0	$1,674
Planning Comm/Committees Tot	$300	$1,674	$0	$1,674
Economic Development				
PERSONNEL	$644,951	$593,085	$393,455	$199,630
OPERATING	$303,785	$248,900	$183,388	$65,512
CAPITAL	$0	$54,885	$6,000	$48,885
ED GRANTS/RESERVES	$0	$0	$0	$0
Economic Development Total	$948,736	$896,870	$582,843	$314,027
Tourism				
OPERATING	$140,590	$150,590	$138,910	$11,680
Tourism Total	$140,590	$150,590	$138,910	$11,680
Visitor Center's				
PERSONNEL	$309,978	$393,492	$230,419	$163,073
OPERATING	$29,664	$29,664	$18,037	$11,627
CAPITAL	$0	$0	$0	$0
Visitor Center's Total	$339,642	$423,156	$248,456	$174,700
Tourism Projects - ED				
OPERATING	$42,750	$42,750	$27,985	$14,765
Tourism Projects - ED Total	$42,750	$42,750	$27,985	$14,765

Expenditures - FY 2021 Preliminary End-of-Year Report

Account	FY 2021 Adopted Budget	FY 2021 Adjusted Budget	Actual FY 2021 Expenditures	Variance (act to adj)
Tourism Projects - P&R				
OPERATING	$68,750	$68,750	$445	$68,305
Tourism Projects - P&R Total	$68,750	$68,750	$445	$68,305
Community Engagement				
PERSONNEL	$108,273	$249,946	$249,775	$171
OPERATING	$0	$26,899	$44,017	-$17,118
Community Engagement Total	$108,273	$276,845	$293,792	-$16,947
Extension Office				
PERSONNEL	$92,991	$94,684	$89,620	$5,064
OPERATING	$99,281	$99,281	$90,298	$8,983
Extension Office Total	$192,272	$193,965	$179,918	$14,047
Non-Departmental				
PERSONNEL	$1,815,952	$1,815,952	$1,318,225	$497,727
OPERATING	$448,474	$944,493	$83,504	$860,989
Non-Departmental Total	$2,264,426	$2,760,445	$1,401,729	$1,358,716
General Fund Transfers				
TRANSFERS	$142,123,856	$172,464,036	$157,398,922	$15,065,114
General Fund Transfers Total	$142,123,856	$172,464,036	$157,398,922	$15,065,114
General County Debt				
DEBT SERVICE	$9,570,783	$17,959,235	$17,960,710	-$1,475
General County Debt Total	$9,570,783	$17,959,235	$17,960,710	-$1,475
Total General Fund				
PERSONNEL	$87,206,880	$89,616,272	$86,752,821	$2,863,451
OPERATING	$52,517,468	$56,667,527	$45,584,267	$11,083,260
CAPITAL	$619,064	$1,961,280	$1,784,111	$177,169
ED GRANTS/RESERVES	$0	$0	$0	$0
TRANSFERS	$142,123,856	$172,464,036	$157,398,922	$15,065,114
DEBT SERVICE	$9,570,783	$17,959,235	$17,960,710	-$1,475
Total General Fund	$292,038,051	$338,668,350	$309,480,831	$29,187,519

Expenditures - FY 2021 Preliminary End-of-Year Report

Account	FY 2021 Adopted Budget	FY 2021 Adjusted Budget	Actual FY 2021 Expenditures	Variance (act to adj)
School Operating Fund				
School Operating Fund				
OPERATING	$300,010,257	$325,157,012	$306,520,967	$18,636,045
TRANSFERS	$0	$55,224	$1,169,746	-$1,114,522
School Operating Fund Total	$300,010,257	$325,212,236	$307,690,713	$17,521,523
School Food Service Fund				
School Food Service Fund				
OPERATING	$12,251,952	$16,932,026	$14,263,239	$2,668,787
School Food Service Fund Total	$12,251,952	$16,932,026	$14,263,239	$2,668,787
Economic Development Authority Fund				
EDA Fund				
OPERATING	$1,459,050	$1,971,550	$1,225,549	$746,001
CAPITAL	$0	$1,489,960	$252,501	$1,237,459
DEBT SERVICE	$0	$0	$0	$0
EDA Fund Total	$1,459,050	$3,461,510	$1,478,050	$1,983,460
Fire/EMS Service Fee Fund				
Fire/EMS Service Fee Fund				
TRANSFERS	$2,600,000	$2,600,000	$2,805,816	-$205,816
Fire/EMS Service Fee Fund Total	$2,600,000	$2,600,000	$2,805,816	-$205,816
Code Compliance Fund				
Code Compliance - Building				
PERSONNEL	$2,411,003	$2,457,012	$2,322,075	$134,937
OPERATING	$98,611	$103,658	$88,879	$14,779
CAPITAL	$23,250	$49,954	$50,793	-$839
TRANSFERS	$492,979	$492,979	$712,011	-$219,032
Code Compliance - Building Tota	$3,025,843	$3,103,603	$3,173,758	-$70,155

Expenditures - FY 2021 Preliminary End-of-Year Report

Attachment 3

Account	FY 2021 Adopted Budget	FY 2021 Adjusted Budget	Actual FY 2021 Expenditures	Variance (act to adj)
Code Compliance - Zoning				
PERSONNEL	$669,852	$682,062	$598,376	$83,686
OPERATING	$36,869	$35,583	$29,825	$5,758
CAPITAL	$23,119	$23,939	$23,600	$339
TRANSFERS	$142,947	$142,947	$204,303	-$61,356
Code Compliance - Zoning Total	$872,787	$884,531	$856,104	$28,427
Code Compliance - Erosion				
PERSONNEL	$554,098	$515,158	$497,337	$17,821
OPERATING	$508,046	$2,594,019	$2,756,876	-$162,857
CAPITAL	$44,900	$31,517	$537	$30,980
TRANSFERS	$132,563	$132,563	$176,544	-$43,981
Code Compliance - Erosion Total	$1,239,607	$3,273,257	$3,431,294	-$158,037
Code Compliance - General				
PERSONNEL	$186,681	$186,681	$0	$186,681
OPERATING	$19,214	$19,214	$0	$19,214
Code Compliance - General Tota	$205,895	$205,895	$0	$205,895
Total Code Compliance Fund				
PERSONNEL	$3,821,634	$3,840,913	$3,417,788	$423,125
OPERATING	$662,740	$2,752,474	$2,875,580	-$123,106
CAPITAL	$91,269	$105,410	$74,930	$30,480
TRANSFERS	$768,489	$768,489	$1,092,858	-$324,369
Total Code Compliance Fund	$5,344,132	$7,467,286	$7,461,156	$6,130

Account	FY 2021 Adopted Budget	FY 2021 Adjusted Budget	Actual FY 2021 Expenditures	Variance (act to adj)
Transportation Fund				
Transportation				
PERSONNEL	$397,381	$404,383	$353,188	$51,195
OPERATING	$2,075,381	$2,079,097	$1,814,593	$264,504
CAPITAL	$0	$0	$644	-$644
Transportation Total	$2,472,762	$2,483,480	$2,168,425	$315,055
Massaponax Special Service District				
DEBT SERVICE	$341,450	$341,450	$341,450	$0
Massaponax Special Service Dist	$341,450	$341,450	$341,450	$0
Harrison Crossing Special Service District				
DEBT SERVICE	$417,600	$417,600	$417,600	$0
Harrison Crossing Special Service	$417,600	$417,600	$417,600	$0
Lee Hill East Special Service District				
DEBT SERVICE	$174,089	$174,089	$174,089	$0
Lee Hill East Special Service Distr	$174,089	$174,089	$174,089	$0
Lee Hill West Special Service District				
DEBT SERVICE	$295,103	$295,103	$295,102	$1
Lee Hill West Special Service Dist	$295,103	$295,103	$295,102	$1
Debt Service				
DEBT SERVICE	$3,844,038	$3,789,935	$3,789,884	$51
Debt Service Total	$3,844,038	$3,789,935	$3,789,884	$51
Reservation of Service District Funds				
ED GRANTS/RESERVES	$643,478	$643,478	$0	$643,478
Reservation of Service District Fu	$643,478	$643,478	$0	$643,478
Transportation Fund Transfers				
Transportation Fund Transfers T	$20,000	$20,000	$23,574	-$3,574
Total Transportation Fund				
PERSONNEL	$397,381	$404,383	$353,188	$51,195
OPERATING	$2,075,381	$2,079,097	$1,814,593	$264,504
CAPITAL	$0	$0	$644	-$644
ED GRANTS/RESERVES	$643,478	$643,478	$0	$643,478
TRANSFERS	$20,000	$20,000	$23,574	-$3,574
DEBT SERVICE	$5,072,280	$5,018,177	$5,018,125	$52
Total Transportation Fund	$8,208,520	$8,165,135	$7,210,124	$955,011

Account	FY 2021 Adopted Budget	FY 2021 Adjusted Budget	Actual FY 2021 Expenditures	Variance (act to adj)
Capital Projects Fund				
Capital Projects - Construction Management				
PERSONNEL	$171,679	$175,188	$168,146	$7,042
OPERATING	$105,912	$105,912	$2,765	$103,147
CAPITAL	$1,000	$1,000	$0	$1,000
Capital Projects - Construction M	$277,591	$282,100	$170,911	$111,189
Capital Projects				
PERSONNEL		$50,368	$0	$50,368
OPERATING	$1,230,000	$5,088,814	$868,304	$4,220,510
CAPITAL	$12,684,315	$60,067,222	$25,375,815	$34,691,407
DEBT SERVICE	$0	$14,234	$5,875	$8,359
Capital Projects Total	$13,914,315	$65,220,638	$26,249,994	$38,970,644
Capital Projects - Fund Transfers				
TRANSFERS	$239,185	$1,804,145	$403,604	$1,400,541
Capital Projects - Funds Transfer	$239,185	$1,804,145	$403,604	$1,400,541
Total Capital Projects Fund				
PERSONNEL	$171,679	$225,556	$168,146	$57,410
OPERATING	$1,335,912	$5,194,726	$871,069	$4,323,657
CAPITAL	$12,685,315	$60,068,222	$25,375,815	$34,692,407
TRANSFERS	$239,185	$1,804,145	$403,604	$1,400,541
DEBT SERVICE	$0	$14,234	$5,875	$8,359
Total Capital Projects Fund	$14,432,091	$67,306,883	$26,824,509	$40,482,374
School Capital Projects Fund				
Schools Capital Projects Fund				
CAPITAL	$13,500,916	$18,898,350	$10,202,504	$8,695,846
DEBT SERVICE	$0	$115,640	$115,640	$0
Schools Capital Projects Fund To	$13,500,916	$19,013,990	$10,318,144	$8,695,846

Account	FY 2021 Adopted Budget	FY 2021 Adjusted Budget	Actual FY 2021 Expenditures	Variance (act to adj)
Utilities Operating Fund				
Utilities - Administration				
PERSONNEL	$2,626,301	$2,674,191	$2,397,998	$276,193
OPERATING	$2,597,266	$3,363,112	$2,037,779	$1,325,333
CAPITAL	$0	$667	$667	$0
Utilities - Administration Total	$5,223,567	$6,037,970	$4,436,444	$1,601,526
Utilities - Garage Operations				
PERSONNEL	$0	$0	$0	$0
OPERATING	$16,830	$16,830	$0	$16,830
Utilities - Garage Operations Tot	$16,830	$16,830	$0	$16,830
Utilities - Customer Service				
PERSONNEL	$290,194	$297,289	$292,028	$5,261
OPERATING	$749,872	$748,771	$811,217	-$62,446
CAPITAL	$0	$0	$0	$0
Utilities - Customer Service Tota	$1,040,066	$1,046,060	$1,103,245	-$57,185
Utilities - Ni River Water Plant				
PERSONNEL	$1,021,314	$1,042,076	$1,038,994	$3,082
OPERATING	$1,024,187	$1,023,487	$956,931	$66,556
CAPITAL	$70,700	$95,700	$29,383	$66,317
Utilities - Ni River Water Plant T	$2,116,201	$2,161,263	$2,025,308	$135,955
Utilities - Motts Run WTP				
PERSONNEL	$1,120,935	$1,142,381	$1,114,385	$27,996
OPERATING	$1,433,944	$1,433,285	$1,205,821	$227,464
CAPITAL	$94,891	$123,330	$74,871	$48,459
Utilities - Motts Run WTP Total	$2,649,770	$2,698,996	$2,395,077	$303,919
Utilities - Water Conservation				
OPERATING	$25,000	$25,000	$13,700	$11,300
Utilities - Water Conservation Tc	$25,000	$25,000	$13,700	$11,300
Utilities - Massaponax WWTP				
PERSONNEL	$1,539,596	$1,580,955	$1,584,083	-$3,128
OPERATING	$1,183,318	$1,187,645	$1,234,844	-$47,199
CAPITAL	$31,567	$52,427	$2,747	$49,680
Utilities - Massaponax WWTP Tc	$2,754,481	$2,821,027	$2,821,674	-$647

Expenditures - FY 2021 Preliminary End-of-Year Report

Account	FY 2021 Adopted Budget	FY 2021 Adjusted Budget	Actual FY 2021 Expenditures	Variance (act to adj)
Utilities - FMC WWTP				
PERSONNEL	$659,305	$676,233	$640,634	$35,599
OPERATING	$646,178	$568,297	$582,361	-$14,064
CAPITAL	$900	$900	$741	$159
Utilities - FMC WWTP Total	$1,306,383	$1,245,430	$1,223,736	$21,694
Utilities - Thornburg WWTP				
PERSONNEL	$315,134	$320,875	$281,283	$39,592
OPERATING	$84,248	$64,248	$59,916	$4,332
CAPITAL	$33,682	$33,682	$741	$32,941
Utilities - Thornburg WWTP Tota	$433,064	$418,805	$341,940	$76,865
Utilities - Composting Operations				
PERSONNEL	$528,221	$551,566	$382,472	$169,094
OPERATING	$429,646	$516,496	$454,782	$61,714
CAPITAL	$40,667	$40,667	$477	$40,190
Utilities - Composting Operation	$998,534	$1,108,729	$837,731	$270,998
Utilities - W/S Transmissions				
PERSONNEL	$1,212,574	$1,254,858	$1,199,611	$55,247
OPERATING	$1,061,529	$1,062,652	$1,059,984	$2,668
CAPITAL	$43,300	$87,794	$27,784	$60,010
Utilities - W/S Transmissions Tot	$2,317,403	$2,405,304	$2,287,379	$117,925
Utilities - Infiltration & Inflow				
PERSONNEL	$830,532	$853,055	$694,457	$158,598
OPERATING	$230,367	$219,679	$192,822	$26,857
CAPITAL	$0	$45,605	$44,952	$653
Utilities - Infiltration & Inflow To	$1,060,899	$1,118,339	$932,231	$186,108
Utilities - Line Location				
PERSONNEL	$510,797	$520,778	$511,021	$9,757
OPERATING	$69,549	$70,549	$69,526	$1,023
CAPITAL	$0	$0	$0	$0
Utilities - Line Location Total	$580,346	$591,327	$580,547	$10,780
Utilities - Pump Station Maintenance				
PERSONNEL	$301,100	$306,424	$221,706	$84,718
OPERATING	$481,630	$481,630	$436,163	$45,467
CAPITAL	$10,000	$10,000	$0	$10,000
Utilities - Pump Station Mainten	$792,730	$798,054	$657,869	$140,185

Account	FY 2021 Adopted Budget	FY 2021 Adjusted Budget	Actual FY 2021 Expenditures	Variance (act to adj)
Utilities - Laboratory Services				
PERSONNEL	$410,105	$417,955	$377,056	$40,899
OPERATING	$207,350	$213,231	$133,743	$79,488
CAPITAL	$22,500	$52,033	$31,273	$20,760
Utilities - Laboratory Services To	$639,955	$683,219	$542,072	$141,147
Utilities Fund Transfers				
TRANSFERS	$0	$0	$94,969	-$94,969
Utilities Fund Transfers Total	$0	$0	$94,969	-$94,969
Debt Service				
DEBT SERVICE	$13,714,992	$10,732,990	$8,925,684	$1,807,306
Debt Service Total	$13,714,992	$10,732,990	$8,925,684	$1,807,306
Total Utilities Fund				
PERSONNEL	$11,366,108	$11,638,636	$10,735,728	$902,908
OPERATING	$10,240,914	$10,994,912	$9,249,589	$1,745,323
CAPITAL	$348,207	$542,805	$213,636	$329,169
TRANSFERS	$0	$0	$94,969	-$94,969
DEBT SERVICE	$13,714,992	$10,732,990	$8,925,684	$1,807,306
Total Utilities Fund	$35,670,221	$33,909,343	$29,219,606	$4,689,737
Utilities Capital Projects Fund				
Utilities Capital Projects Fund				
OPERATING	$750,000	$888,862	$259,164	$629,698
CAPITAL	$27,794,825	$107,137,462	$21,007,825	$86,129,637
Utilities Capital Projects Fund To	$28,544,825	$108,026,324	$21,266,989	$86,759,335
Joint Fleet Maintenance Fund				
Joint Fleet Maintenance Fund				
OPERATING	$2,880,899	$2,899,307	$2,165,176	$734,131
Joint Fleet Maintenance Fund To	$2,880,899	$2,899,307	$2,165,176	$734,131
Total Expenditures & Transfers (	$716,940,914	$933,662,390	$740,184,353	$193,478,037

FY 2021 budget adjustments greater than $50K

Date	Amount	Reason
7/10/2020	$57,692	Transfer funding for position change in Public Works. Vacant Offfce Manager 1 was changed to Custodial Supervisor. **Budget Adjustment is a net zero adjustment.**
9/11/2020	$50,000	Shift between Utilities projects. **Budget Adjustment is a net zero adjustment.**
9/18/2020	$163,994	Shift funds from County Admin and IS for new Community Engagement division. **Budget Adjustment is a net zero adjustment.**
10/29/2020	$62,064	Shift funds from Economic Development to Tourism division to move the vacant ED & Tourism program Coordinator. **Budget Adjustment is a net zero adjustment.**
11/13/2020	$50,000	Shift funds between Utilities projects for Ni WTP Mixer. **Budget Adjustment is a net zero adjustment.**
4/16/2021	$118,214	Adjust Business Tax Relief. **Budget Adjustment is a net zero adjustment.**
5/20/2021	$54,885	Shift funds within Economic Development for purchase of a vehicle, utility trailer and gator. **Budget Adjustment is a net zero adjustment.**
6/30/2021	$178,003	Utilities Operating Fund budget adjustment to cover overages within various division operational accounts. **Budget Adjustment is a net zero adjustment.**
6/30/2021	$258,349	Utilities Operating Fund budget adjustment to cover overages within various division operational accounts. **Budget Adjustment is a net zero adjustment.**

Note : Policy requiring reporting to BOS of items greater than $50K was adopted in November 2010

Spotsylvania County
FY 2021 Carryover Requests

Carryover Item	Criteria 1 - Obligated in FY 21 but not expended before close of FY 21	Criteria 2 - Grant Funded; Restricted; Committed	Requests not recommended for carryover process	Total Recommended Carryover
General Fund				
County Attorney				
Additional Legal Fees	78,500			78,500
County Attorney Total	**$78,500**	**$0**	**$0**	**$78,500**
Human Resources				
Education Tuition Assistance	14,822			14,822
Human Resources Total	**$14,822**	**$0**	**$0**	**$14,822**
Independent Auditor				
Audit of CARES Act Funds	40,000			40,000
Independent Auditor Total	**$40,000**	**$0**	**$0**	**$40,000**
Assessment				
Education & Training	2,700			2,700
Assessment Total	**$2,700**	**$0**	**$0**	**$2,700**
Budget & Grants				
Budget Document Printing	1,408			1,408
Budget & Grants Total	**$1,408**	**$0**	**$0**	**$1,408**
Information Services				
Remote Access for CISCO Webex	56,688			56,688
Remote Access Improvements	237,423			237,423
GIS Aerials	37,790			37,790
Active Directory Security Assessment	26,732			26,732
Cable Franchise Renegotiation	46,100			46,100
VGIN Aerials	56,049			56,049
Microsoft Enterprise Agreement	402,963			402,963
Information Security & Assurance	38,500			38,500
Trackit Software Annual Maintenance	6,647			6,647
Relocation of Servers to Data Center	8,720			8,720
Text Messaging Software	28,415			28,415
Information Services Total	**$946,027**	**$0**	**$0**	**$946,027**

Spotsylvania County
FY 2021 Carryover Requests

Carryover Item	Criteria 1 - Obligated in FY 21 but not expended before close of FY 21	Criteria 2 - Grant Funded; Restricted; Committed	Requests not recommended for carryover process	Total Recommended Carryover
Clerk of Circuit Court				
Records Preservation Grant		13,505		13,505
				0
Clerk of Circuit Court	**$0**	**$13,505**	**$0**	**$13,505**
Commonwealth's Attorney				
Federal Forfeiture and Seizure		6,768		6,768
State Forfeiture and Seizure		128,149		128,149
Commonwealth's Attorney Total	**$0**	**$134,917**	**$0**	**$134,917**
Sheriff				
Federal Forfeiture and Seizure		6,518		6,518
State Forfeiture and Seizure		644,794		644,794
Selective Enforcement for Alcohol Violations Grant		97,834		97,834
Domestic Violence Grant		130,693		130,693
Coronavirus Emergency Supplemental Funding Program		71,482		71,482
Selective Enforcement for Speed Violations Grant		59,281		59,281
Project Lifesaver Program Grant		12,755		12,755
JAG Gang & Drug Related Crime Grant		26,517		26,517
Selective Enforcement for Occupant Protection		3,871		3,871
JAG Grant for Dive Team Equipment		25,064		25,064
SWAT Vests	4,000			4,000
SWAT Rifle Shields	11,985			11,985
SWAT Pepper Balls	3,375			3,375
SWAT Chemical Munitions	4,990			4,990
SWAT Rifles	3,996			3,996
Patrol Shields	13,860			13,860
SWAT Equipment	8,543			8,543
Civil Defense Team Shields	8,250			8,250
Specialty Teams - Bicycles	2,146			2,146
Specialty Teams - Chairs	1,425			1,425
Neighborhood Watch Shirts	1,300			1,300
Animal Shelter Operating Supplies	6,000			6,000
Body Armor	20,296			20,296
Education & Training	27,000			27,000
Subsistence & Lodging	27,000			27,000
Sheriff Total	**$144,166**	**$1,078,809**	**$0**	**$1,222,975**

Spotsylvania County
FY 2021 Carryover Requests

Carryover Item	Criteria 1 - Obligated in FY 21 but not expended before close of FY 21	Criteria 2 - Grant Funded; Restricted; Committed	Requests not recommended for carryover process	Total Recommended Carryover
Fire, Rescue, and Emergency Management				
Fire Programs		609,730		609,730
Four for Life		390,048		390,048
VOPEX Funding (VA Operations Plan Exercise)		9,360		9,360
Regional Training Center		22,069		22,069
Swift Water Rescue Team Grant		62,974		62,974
Fidelity Charitable Donation for Underwater Camera		1,000		1,000
DJJ CESF Grant		5,035		5,035
Fire Station Water Fountain Upgrade		33,000		33,000
Carbon Monoxide Detectors	8,841			8,841
NFPA 1975 Compliant Uniforms	51,300			51,300
Work Boots	6,170			6,170
ClimbMill	7,100			7,100
Swift Water Rescue Team Drysuits	11,082			11,082
Fire, Rescue and Emergency Management Total	**$84,493**	**$1,133,216**	**$0**	**$1,217,709**
Parks & Recreation/Litter Control				
Litter Grant		781		781
Parks& Recreation/Litter Control Total	**$0**	**$781**	**$0**	**$781**
Facilities Management				
General Grounds Mantenance	211,899			211,899
Median Mowing	75,000			75,000
General Bldgs & Grounds Total	**$286,899**	**$0**	**$0**	**$286,899**
Social Services				
Lobby Conference Room Furniture	6,154			6,154
Social Services Total	**$6,154**	**$0**	**$0**	**$6,154**

Spotsylvania County
FY 2021 Carryover Requests

Carryover Item	Criteria 1 - Obligated in FY 21 but not expended before close of FY 21	Criteria 2 - Grant Funded; Restricted; Committed	Requests not recommended for carryover process	Total Recommended Carryover
Economic Development				
Vehicle & UTV	48,885			48,885
Small Business Reimbursement Program	50,000			50,000
idX Permit Incentives (COF #2 - Local Match)		75,000		75,000
Economic Development Total	**$98,885**	**$75,000**	**$0**	**$173,885**
Tourism				
Spotsy 300th Anniversary	74,000			74,000
Wine Sales	1,000			1,000
Tourism Total	**$75,000**	**$0**	**$0**	**$75,000**
TOTAL GENERAL OPERATING REQUESTS	**$1,779,054**	**$2,436,228**	**$0**	**$4,215,282**

Economic Development Authority (EDA) Fund

Sitework at EDA property at idX		1,226,167		1,226,167
Rt. 1 VA Entrance & Turn Lanes		250,000		250,000
idX Permit Incentives (COF #2 - State Grant)		75,000		75,000
TOTAL EDA FUND REQUESTS	**$0**	**$1,551,167**	**$0**	**$1,551,167**

Spotsylvania County
FY 2021 Carryover Requests

Carryover Item	Criteria 1 - Obligated in FY 21 but not expended before close of FY 21	Criteria 2 - Grant Funded; Restricted; Committed	Requests not recommended for carryover process	Total Recommended Carryover
Utilities Fund				
Utilities Administration				
Utilities Customer Relief - CARES Act		29,673		29,673
Utilities Administration	**$0**	**$29,673**	**$0**	**$29,673**
Massaponax WWTP				
Vehicle	30,667			30,667
Massaponax WWTP Total	**$30,667**	**$0**	**$0**	**$30,667**
Thornburg WWTP				
Vehicle	30,667			30,667
				0
Thornburg WWTP Total	**$30,667**	**$0**	**$0**	**$30,667**
Composting Operations				
Vehicle	30,667		0	30,667
Composting Operations Total	**$30,667**	**$0**	**$0**	**$30,667**
Pump Station Maintenance				
Dustless Blaster	10,108			10,108
				0
Pump Station Maintenance	**$10,108**	**$0**	**$0**	**$10,108**
Laboratory Services				
Peltier Incubator	8,450			8,450
Analyzers	8,463			8,463
Laboratory Services Total	**$16,913**	**$0**	**$0**	**$16,913**
TOTAL UTILITIES FUND REQUESTS	**$119,022**	**$29,673**	**$0**	**$148,695**
TOTAL ALL CARRYOVER REQUESTS	**$1,898,076**	**$4,017,068**	**$0**	**$5,915,144**

SPOTSYLVANIA COUNTY
Board of Supervisors

FISCAL YEAR 2022 APPROPRIATION

Board of Supervisors **October 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, 2021, from the funds and for the functions or purposes indicated.

For the funding of the carryover expenses for various departments in the General, EDA and Utilities Operating funds, to be expended only by order of the Board of Supervisors as follows:

GENERAL FUND: $4,090,282
EDA FUND: $1,676,167
UTILITIES OPERATING FUND: $148,695

Spotsylvania County

FY 2021 End of Year Report
Preliminary, Unaudited Data
October 26, 2021

FY 2021 General Fund

Available Fund Balance

- Fund balance – 6/30/20 $6.6m
- Fund balance – 6/30/21 $15.3m

FY 2021 General Fund

Walk-Through

• Fund balance – 6/30/20	$6.6m
• Uses authorized during FY 2021	($5.5m)
• Revenues/Transfers > projections	$13.1m
• Expenditures/Transfers < projections	$11.0m
• Uses authorized for FY 2022	($8.3m)
• Reserve FY 2021's OPEB contribution	($1.9m)
• Reserve Schools' transfer in for HI	($1.1m)
• Adj. to policy-levels reserves to fund	$1.4m
	$15.3m

FY 2021 General Fund

FY 2021 Estimate	Meals	Sales	T.O.	Record-ation	BPOL
	($ in millions)				
Pre-Pandemic FY 2019 actuals	$9.5	$18.9	$1.5	$2.7	$4.8
FY 2021 Adopted (outset of pandemic)	$8.0	$19.0	$1.0	$2.1	$4.5
FY 2021 Mid-Year (internal projection)	$8.8	$22.0	$1.3	$2.8	$4.8
FY 2021 Actuals	**$10.4**	**$24.1**	**$1.5**	**$4.3**	**$5.3**
Compare Actuals to Adopted	**+$2.4**	**+$5.1**	**+$0.5**	**+$2.2**	**+$0.8**
Compare Actuals to Mid-Year	+$1.6	+$2.1	+$0.2	+$1.5	+$0.5
FY 2022 Budget	$9.0	$23.7	$1.5	$3.8	$5.3

FY 2021 General Fund

Revenues Relative to Projections

• Sales Tax	$5.1m
• Personal Property	$2.6m
• Meals Tax	$2.4m
• Recordation	$2.2m
• Business License	$0.8m
• Transient Occupancy	$0.5m
• Delinquent Real & Personal Property	$0.4m
• Penalties & Interest	$0.3m
• Grantors Tax	$0.3m
• Bank Stock	$0.3m

FY 2021 General Fund

Revenues Relative to Projections

• Compensation Board	($0.3m)
• Communications Sales Tax	($0.3m)
• Interest Earnings & Unrealized Loss	($0.7m)
• DSS/CSA	($0.9m)
• Grants	($1.1m)
• Real Estate Tax	($1.4m)
• Miscellaneous (net of +/-)	$1.3m
• Transfers in from Other Funds	$0.5m
• Transfer from School Operating – HI	$1.1m
	$13.1m

FY 2021 General Fund

Expenditures Relative to Projections

• OPEB (to be reserved at year's end	$1.9m
• Health Insurance	$1.1m
• Other Personnel	($0.2m)
• DSS/CSA (primarily CSA)*	$4.2m
• CARES Act Residual & Contingency	$0.9m
• Fire/Rescue*	$0.6m
• Sheriff's Office*	$0.4m
• Parks & Recreation*	$0.4m
• Human Resources*	$0.3m

*Excludes personnel factored into "Other Personnel)

FY 2021 General Fund

Expenditures Relative to Projections

• Miscellaneous (net of +/-)	$1.0m
• Transfer to EDA Fund	$0.5m
• Transfer to Code Compliance	($0.1m)
	$11.0m

FY 2021 General Fund

Reserve Changes

• Increase County's OPEB reserve	$1.9m
• Increase Schools' HI reserve	$1.1m
• Xfer Schools' OPEB reserve to trust	($5.2m)
• Other adjustments per policies	$3.9m
	$1.7m

General Fund Balance

Policy Reserves at End of FY 2021 -

General -	
Fiscal Stability Reserve (11%)	$54.4m
Budget Stabilization Reserve	5.0m
Specific -	
Health Insurance Reserve	5.2m
Economic Opp. Reserve	2.0m
County OPEB Reserve	6.8m
Schools OPEB Reserve	-
Schools Health Insurance Reserve	13.9m
	$87.4m
Amount > Reserve Requirements	15.3m
	$102.7m

Carryover Process

- Process through which departments submit requests to carry over unexpended funding.

- Carryover is not meant to:
  - be a second “bite” at the budget process;
  - create contingency within a dept. budget;
  - serve as a “reward” to be spent in the subsequent year for having saved funds during the course of the prior year.

- Intent is to allow for the carryover and re-appropriation of obligations and/or restricted funds

Action Needed

- Approval of budget adjustment and appropriation for FY 2021 recommended carryover - County government funds only ($5.9m; GF only = $4.1m)
- Schools' carryover typically is requested after the audit is presented to the Board ($14.5m)

Category	Total (all funds)	% of Total
Obligated in FY 2021	$1,898,076	32.1%
Grant Funded or Restricted	$4,017,068	67.9%
Total – All County Gov't Funds	**$5,915,144**	

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	October 26, 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
Closed_Meeting_Resolution_-_2.2-3711(A)(1)(8)_10.26.2021.docx	Closed Meeting Resolution	Resolution
Return_to_Open_Meeting_Resolution_10.26.2021.doc	Return to Open Meeting Resolution	Resolution

DRAFT

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

RESOLUTION NO. 2021 –

To Adjourn into a Closed Meeting

WHEREAS, the Spotsylvania County Board of Supervisors desires to adjourn into a Closed Meeting for discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of the County, specifically, members of the Public Safety Committee and the position of Director of Information Services; 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 environmental matters and election matters; and

WHEREAS, pursuant to Va. Code Ann. § 2.2-3711(A)(1) and (8), 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.

(SEAL) A COPY TESTE: _____

Aimee Mann
Deputy Clerk to the Board of Supervisors

DRAFT

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

RESOLUTION NO. 2021 -

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 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 meeting 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 Virginia Freedom of Information Act and identified in the motion to convene into Closed Meeting were heard, discussed or considered in the Closed Meeting.

(SEAL) A COPY TESTE: _____

Aimee Mann
Deputy Clerk to the Board of Supervisors