



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

June 14, 2022
4:30 PM

Call to Order

Pledge of Allegiance, Invocation

Approval of Agenda Including Possible Agenda Additions

1. Approval of Lease Agreement Between FREM and DRBC Fredericksburg, LLC
2. Approval of Resolution for Scheduling of a Joint Public Hearing with the Planning Commission
3. Approval of Proclamation Recognizing Juneteenth and Designating June 19th as Freedom Day in Spotsylvania County

Presentation of Consent Agenda

1. Approval of the Minutes of the May 24, 2022 Board of Supervisors Meeting
2. Appropriation of the FY 2023 Adopted Budget
3. Approval of Contract to Suburban Contractors, LLC for the Rehabilitation of Gordon Road Ground Water Storage Reservoir
4. Approval of eight (8) Contract Renewals to Provide Professional Engineering Services
5. Approval of Contract Modification #4 for Renewal of (2) Contracts for Business Consulting Services
6. Approval of Contract Modification 2 to Galls, LLC for Sheriff's Uniforms
7. Approval of Purchase Order to Carter Machinery Company, Inc. for a New Diesel-Fueled Generator Set for the Massaponax WWTP
8. Approval of Purchase Order to Carter Machinery for a Wheel Loader for the Livingston Landfill
9. Approval of Purchase Order to Mid-Atlantic Waste Systems for Refuse and Recycle Container Replacement for the Chancellor Landfill
10. Approval of Resolution by the Economic Development Authority for the Issuance of Revenue Bonds for The Heights at Jackson Village Phase I Housing Facility
11. Authorize Advertisement of Public Hearing on Amendments to Business License Ordinance

12. Authorize Advertisement of Public Hearing for Amendment to County Code Chapter 12, Motor Vehicles and Traffic, Article VII – Towing
13. Authorization for the Sale of 2022 General Obligation Bonds and Authorization of Future Public Hearing for Associated Budget Adjustment
14. Authorizing Letter of Support for the Development of a Lake Anna Special License Plate
15. Support to Spotsy Dog Park, Inc. for Water Connection Costs
16. Technical Adjustment to County's Budget for Additional Federal Grant Funds to Schools in FY 2023

Public Comment on Consent Agenda

Vote on Consent Agenda

Public Presentations

Board Reports

Presentations/Reports by Staff

County Administrator/County Attorney Reports

1. Informational Matters

Recess

Closed Meeting

1. Closed Meeting

Public Presentations - Cont. 6:30 PM (3 minutes per speaker)

Public Hearings

1. R21-0009 (RO21-0009): All American Mobility
2. Public Hearing – To Consider the Condemnation of Property at Tax Map No. 23Q-1-C for the Construction of a 16” Waterline on Salem Church Road
3. CA22-0001: Board of Supervisors - Unified Fee Schedule - Land Use and Building (Ord 2022-01)

New Business

1. Next Board of Supervisors Meeting is July 12, 2022 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: June 14, 2022

Title: Approval of Lease Agreement Between FREM and
DRBC Fredericksburg, LLC

Agenda Title: Approval of Lease Agreement Between FREM and
DRBC Fredericksburg, LLC

Recommendation: Staff recommends that the Board enter into a three
year lease with DRBC Fredericksburg, 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
space has been identified at a property located at
11905 Bowman Drive, Suite 505, which is controlled
by DRBC Fredericksburg, LLC. The intent is to lease
this space for a period of three years, in order to
conduct the required test. The rental rate is \$7,336.13
per month for the first year, \$7,556.21 per month for
the second year and \$7,782.90 for the final year.
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.

Jay Cullinan, Fire Chief, FREM; Bonnie Jewell,

Staff Contacts: Assistant County Administrator/Chief Financial Officer

Legal Counsel: Susan Cooke, Deputy County Attorney

Additional Background/Other Considerations: The lease is attached.

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.

ATTACHMENTS:

File Name	Description	Type
Lease_Agreement_-_FREM.pdf	Lease Agreement	Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into as of _____ (Date), by and between DRBC FREDERICKSBURG, LLC., a Virginia limited liability company (the "Landlord"); and the County of Spotsylvania, Virginia, a political subdivision of the Commonwealth of Virginia (the "Tenant").

WITNESSETH:

In consideration of the rents hereinafter agreed to be paid and the mutual covenants and agreements hereinafter recited, Landlord does hereby lease and demise unto Tenant, and Tenant does hereby lease and take as tenant from Landlord, the following described premises (the "Premises") located in the building (the "Building") on Landlord's 3.2472 acre parcel of land known as Parcel C, Deep Run Office Park, 11905 Bowman Drive, Spotsylvania County, Virginia (the "Project"): Suite 505 shown on the exhibit attached hereto as **Exhibit "A"**.

1. **Term.** The term of this Lease commences on **July 15, 2022** (the "Commencement Date") and ends on the last day of the month completing three Lease Years. "Lease Year" means a period of 12 consecutive full calendar months. If the Commencement Date is not the first day of a calendar month, the first Lease Year begins on the first day of the calendar month next following the Commencement Date. Notwithstanding anything to the contrary contained herein, the lease does not Commence until Landlord completes the work outlined in Exhibit B attached hereto ("Landlord's Work"). Landlord's Work must be completed at Landlord's expense. In the event Landlord's Work is not complete on or before July 15th, 2022, the Commencement Date is the next business day after Landlord notifies Tenant that Landlord's Work is substantially complete. In either case, Landlord and Tenant shall complete the Lease Commencement Agreement attached hereto as Exhibit C.

2. **Rent.** Commencing on the Commencement Date, Tenant must pay Rent in the following amounts during the Term of this Lease:

Lease Year	Annual Rent	Monthly Rent
1	\$88,034.00	\$7,336.13
2	\$90,674.51	\$7,556.21
3	\$93,394.74	\$7,782.90

Rent is payable in advance, without offset of any kind. The first **monthly installment** is due and payable

on Lease Commencement and each subsequent installment is due and payable on the first day of each calendar month thereafter during the term.

If the Commencement Date is not the first day of a calendar month, the first monthly installment of Rent includes a proportionate amount of rent, based on the first monthly installment of Rent for the period of time from the Commencement Date to the first day of the calendar month next following the Commencement Date.

If Landlord has not received a monthly installment of Rent on or before the close of business of the fifth day of the calendar month for which it is due, Tenant must pay Landlord additional rent equal to five percent (5%) of the amount of the late monthly installment in order to compensate Landlord for Landlord's added expense.

Payment by Tenant of a lesser amount than the Rent or other charges herein stipulated is deemed to be on account of the earliest due stipulated rent or other charges, and no endorsement or statement on any check or any letter accompanying any check in payment of rent or other charges is deemed an accord and satisfaction, and Landlord accepts such check or payment without prejudice to Landlord's right to recover the balance of such rent or other charges or pursue any other remedy in this Lease.

3. **Tenant Build-out.** Tenant must not make or perform, or permit the making or performance of, any alterations, installations, improvements, additions or other physical changes in or about the Premises ("Alterations") without Landlord's prior written consent and approval of reasonably detailed plans and specifications submitted by Tenant in advance, with Landlord's approval not to be withheld or delayed unreasonably. Notice is hereby given that Landlord is not liable for any labor or materials furnished or to be furnished to Tenant upon credit, and that no mechanic's, material men's or other lien for any such labor or materials attaches to or affects the estate or interest of Landlord. If any mechanics or materialmen's lien, or any security interest with respect to such work, is asserted against the Premises as a result of any Tenant maintenance, repair, change, alteration or remodeling, or otherwise, Tenant must remove or satisfy such lien by bonding, deposit or otherwise payment in full within sixty (60) days after written notice from Landlord.

4. **Surrender of Premises.** At the termination of this Lease, Tenant must surrender the Premises and all keys, if any, to Landlord. Tenant must deliver the Premises in good condition, excepting normal wear and tear. Any Tenant property remaining on the Premises ten (10) days after termination or earlier surrender of the Premises may be deemed abandoned, and Landlord may dispose of same without notice or accountability to Tenant or others.

5. **Holding Over.** If Tenant remains in possession of the Premises after expiration of the Term with Landlord's consent, the tenancy continues month-to-month, terminable thereafter by either party upon thirty (30) days written notice to the other. The amount of the Rent payable each month during the

holdover is one hundred twenty-five percent (125%) of the monthly installment of Rent payable for the last month of the Lease term.

6. Use. The Tenant will use and occupy the Premises, subject to the terms and conditions hereof, as a **training facility** and only such other operations and services as are normally and necessarily incidental thereto. The Tenant further agrees to use and occupy the Premises in a lawful manner and in compliance with applicable laws, ordinances and regulations. Tenant has satisfied itself that applicable zoning and land use laws and regulations permit these uses of the Premises.

Tenant must not use or store, and must not permit or condone the use or storage, on or about the Premises of any substance classified by Federal or State regulatory provisions as a hazardous substance.

7. Subletting and Assignment. Tenant may not assign this Lease or sublet all or any part of the Premises without the prior written consent of Landlord, which consent will not be unreasonably withheld or delayed. Under no circumstance will any permitted assignment or subletting by Tenant relieve Tenant of any of its obligations under the terms of this Lease. Provided however, without limiting the generality of the foregoing, Tenant may assign the Lease at any time, or sublease all or part of the Premises, without receipt of Landlord's consent, to any entity which acquires all or part of Tenant, or which is acquired in whole or in part by Tenant, or which is controlled directly or indirectly by Tenant, or which entity controls, directly or indirectly, Tenant ("Affiliate"), or which owns or is owned by the Affiliate, so long as such transaction was not entered into as a subterfuge to avoid the obligations and restrictions of the Lease.

8. Utilities. Water, sewer, electric and gas utilities are paid by the Landlord and included in the Rent. Telephone, internet, security, janitorial are the responsibility of the Tenant.

9. Condition; Maintenance and Repairs. Tenant acknowledges that the Premises are being leased in their present AS IS condition, without representation or warranty of any kind, except for Landlord's Work outlined in Exhibit B.

During the term of this Lease, Tenant, at its expense, must keep the Premises clean, in good order and repair, and perform all repairs, maintenance to the heating and air conditioning, the electrical, mechanical and plumbing systems, whether the build out was constructed by Landlord or by Tenant. Tenant must establish a service contract to provide semi-annual maintenance of the heating and air-conditioning systems and provide copy of completed service tickets to Landlord. In addition, Tenant, at its expense, must repair or replace any doors or windows directly or indirectly damaged by Tenant. Landlord reserves the right, upon reasonable advance notice and in the presence of a Tenant representative, except in an emergency when no notice or Tenant presence is required, to enter the Premises and inspect and maintain fixtures and equipment for the heating, air conditioning, electrical, mechanical, and plumbing systems (the "Fixtures"). If Landlord reasonably determines that repair or other maintenance of the Fixtures is required to render them in normal operating condition, Landlord must

make such repair, replacement or maintenance within ten (10) days thereafter; or, if such repair, replacement or maintenance cannot reasonably be made within ten (10) days, Landlord must commence repair, replacement or maintenance within ten (10) days after being so notified and complete same as soon thereafter as is reasonably possible.

Landlord, at Landlord's expense, must maintain, repair and replace the roof, the foundation and exterior walls of the Building and the Premises and all service and utility pipes, wires and lines leading to the Premises. Landlord has no obligation to make any such repairs until notified by Tenant of the need for such repair.

Notwithstanding any other provision hereof, Tenant, at Tenant's expense, must make any repairs to and replacements of the Premises, and any portion thereof, made necessary as a result of the violation of the terms, conditions, and covenants hereof to be performed by Tenant or by the negligence or willful misconduct of Tenant, its agents, servants, employees or customers. Except as otherwise provided in this Lease or later agreed in writing, all Tenant improvements of the Premises become a part of the Landlord's ownership, including those under section 9 hereof.

10. Waste. Tenant covenants that it will not commit or permit to be committed any waste whatsoever in connection with the Premises and that it will be responsible for any such waste.

11. Tenant Furniture, Fixtures and Equipment. Tenant must, at its own expense, provide and maintain all shelving, racking, furniture, fixtures and other equipment necessary for its business operations except as provided herein. It is specifically agreed that such furniture, fixtures and equipment provided by Tenant is and remains the property of Tenant and may be removed by Tenant at the termination of this Lease, provided, that the removal of any such property is completed and all damage caused to the Premises by such removal repaired by Tenant within ten (10) business days after the expiration or termination of the term of this Lease.

All property of Tenant kept or stored on the Premises is at the sole risk of Tenant, and Landlord is not liable for any loss of or damage to said property, or any other property, from any cause whatsoever. Tenant must not store any property outside.

12. Signs. Tenant must not place or suffer to be placed or maintained on any exterior door, wall or window of the Premises or Building any sign, awning or canopy, or advertising matter without obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times.

13. Common Area Maintenance; CAM Fees (including insurance). All automobile parking areas, driveways, entrances and exits thereto, and other facilities furnished by Landlord on the Project, including employee parking areas, truck service ways, loading docks, pedestrian sidewalks and ramps, landscaped

areas and other areas and improvements, for the general use, in common, of tenants, their officers, agents, employees and customers, are at all times subject to the exclusive control and management of Landlord. Landlord has the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all such common areas and facilities. In addition, Landlord has the right to construct, maintain and operate lighting facilities in or on all such common areas and facilities; to police such areas and facilities; from time to time to change the area, level, location and arrangement of parking areas and other facilities; to restrict parking by tenants, their officers, agents and employees to employee parking areas; to discourage noncustomer parking; to close all or any portion of such areas and facilities and to such extents as, in the opinion of counsel for Landlord, may be required to prevent a dedication thereof to public use or the accrual of any rights therein to any person or the public; to close temporarily all or any portion of such areas or facilities; and to do and perform such other acts in and to such areas and facilities as Landlord, in its sole discretion, deems advisable. Landlord must operate and maintain such common areas and facilities in a manner consistent with that of other comparable buildings in the area. Tenant has a license to use all such common areas and facilities of the Project subject to reasonable changes from time to time at the election of Landlord, both in the size and character of such areas and facilities. In the event of any diminution of such areas or facilities, Landlord is not subject to any liability nor is Tenant entitled to any compensation or diminution or abatement in the payment of rent, and any such diminution of such areas or facilities is not deemed to be either a constructive or actual eviction, so long as Tenant's use of and access to the Premises is not materially affected by any such diminution.

Landlord shall maintain, or cause to be maintained, all common areas and facilities in the Project at Landlord's sole expense.

14. Insurance and Damage to Premises. During the term of this Lease, Landlord must maintain in force at its own expense insurance against loss or damage by fire and other hazards with respect to the Premises and the Building in an amount equal to the full replacement cost thereof. During the term of this Lease the Tenant must maintain in force at its own expense such separate insurance as it deems advisable to protect its interest in its property in and about the Premises. Tenant must maintain the commercial general liability insurance required under section 15 hereof.

Tenant must give immediate notice to Landlord in the event of any fire or casualty on the Premises. If during the term of this Lease the Leased Premises, or any part thereof, are damaged or destroyed by fire, the elements, accidents or other casualty, or if up to fifty (50) percent or more of the rentable area of the Building is so damaged or destroyed. Landlord agrees to rebuild or repair such damaged or destroyed portions within six (6) months after the date of the damage or destruction so that they will contain as much floor space, be constructed to substantially the same specifications and be of substantially equal value as prior to the damage or destruction, unless within sixty (60) days after such

occurrence, Landlord notifies Tenant that Landlord has elected not to restore the Leased Premises or the Project, in which case this Lease terminates effective the date of such damage or destruction; provided, that if the Premises is not damaged by such casualty Landlord may only terminate if Landlord terminates leases of all tenants in the Project similarly affected by the casualty. Rent is abated during any period of time that Tenant is unable to carry on its usual and customary business because of a fire or other casualty and during the period of the repair of the damage.

Such policy must name Landlord, any mortgagee of the Premises and Tenant as insureds and shall contain a clause that the insurer must not cancel or change the terms of such insurance policy without first giving Landlord and such mortgagee fifteen (15) days prior written notice.

15. General Liability Insurance.

The Tenant must keep in force at its own expense at all times during the term of this Lease, in companies of recognized sound standing qualified to do business in Virginia, commercial general liability insurance (covering the Tenant and, as additional insureds, the Landlord and any mortgagee of the Premises of whom Landlord notifies Tenant) with minimum limits of \$1,000,000.00 on account of bodily injuries or death to one (1) person and \$2,000,000.00 on account of bodily injuries or death to more than one (1) person as the result of any one (1) accident or incident and \$250,000.00 on account of damage to property. Tenant must provide Landlord certificates showing that such insurance is in force and effect, and all such policies shall contain a clause that the insurer shall not cancel or change the terms thereof without first giving the Landlord and such mortgagee fifteen (15) days prior written notice.

Each party hereto must require its insurers to include in its insurance policies a waiver of subrogation clause (providing that such waiver of right of recovery against the other party shall not impair the effectiveness of such policy or the insured's ability to recover there under), and promptly notify the other in writing if such clause cannot be included in any such policy.

16. Eminent Domain. In the event that all or substantially all of the Premises is appropriated or taken under the power of eminent domain, or any purchase in lieu thereof, with the result that the Tenant cannot continue its operations on the Premises, then this Lease terminates and expires as of the date of such taking and the Landlord and Tenant will thereupon be relieved from any further liability hereunder.

In the event that a part of the Premises is appropriated or taken under the power of eminent domain, or by purchase in lieu thereof, but enough of the Premises remains for the Tenant to reasonably and economically continue operation of its business, Landlord may by notice to Tenant to, and thereafter must, restore at its expense as promptly as practicable the remaining portion of the Premises to a satisfactory condition so that the Tenant is able to continue operations as nearly as possible in the same manner as before such taking, with an equitable abatement of fixed annual rent. If Landlord does not elect to restore the Premises by notice to Tenant within 45 days after Landlord receives the certificate of

such taking, either Landlord or Tenant may terminate this Lease effective the date of the taking.

Any termination or equitable abatement is without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage to such party caused by the condemnation. Neither party has any rights in or to any award made to the other by the condemning authority.

17. Reserved.

18. Quiet Enjoyment. Landlord covenants that Tenant shall quietly have, hold and enjoy the Premises for the term aforesaid, provided that no Event of Default is in existence.

19. Notices. Any notice or demand which by any provision of this Lease is required or permitted to be given by either party is deemed to have been sufficiently given for all purposes when made in writing and hand-delivered or, if sooner, upon depositing same with a nationally recognized overnight delivery service, prepaid for next business day delivery, addressed as follows:

To Landlord:
DRBC FREDERICKSBURG, LLC
c/o Protector Property Management, LLC
1500 Huguenot Road Suite 108
Midlothian, VA 23113

To Tenant: County of Spotsylvania, Virginia
Chief James M. Cullinan
9119 Dean Ridings Lane
Spotsylvania, Virginia 22553
(540) 507-7900 Office
(540) 582-6957 Facsimile

With Copy to:

Spotsylvania County Attorney's Office
Karl R. Holsten, County Attorney
P.O. Box 308
9105 Courthouse Road
Spotsylvania, Virginia 22553
(540) 507-7020 Office
(540) 507-7028 Facsimile

20. Default. The occurrence of any of the following events constitutes an "Event of Default" by the Tenant:

a) Any monthly installment of Rent or any other sum described herein as additional rent or as a Tenant reimbursement or contribution is not received by Landlord at the time and place due as provided herein and Tenant fails to cure such matter within ten (10) days after Landlord gives written notice thereof to Tenant.

b) Tenant fails to comply with any term, provision, condition or covenant of the Lease (other than the payment of Rent or additional rent), and does not cure such failure within thirty (30) days after written notice from Landlord or, if cure cannot be completed within thirty (30) days, if Tenant fails to commence cure within fifteen (15) days after such written notice or, having commenced, fails to diligently pursue cure to a conclusion.

c) Tenant files (or has filed against it) any petition or action for relief under any creditor's law (including bankruptcy, reorganization, or similar actions), either in state or federal court and same has not been dismissed within thirty (30) days thereafter.

d) Tenant becomes insolvent or makes a general assignment for the benefit of its creditors;

e) A receiver is appointed for Tenant and is not removed within thirty (30) days following appointment;

f) The leasehold interest of Tenant is attached or levied upon, and such attachment or levy is not released, dismissed, or bonded off within thirty (30) days after Tenant is notified of the same.

21. Landlord's Remedies Upon Default by Tenant. Upon the occurrence of an Event of Default, Landlord may, at its option and without further notice or demand to Tenant, in addition to all other rights and remedies provided in this Lease, at law or in equity:

a) Terminate this Lease and Tenant's right to possession of the Premises. If Landlord elects to terminate the Lease, every obligation of the parties shall cease as of the date of such termination, except for those obligations of Tenant that survive the expiration or earlier termination of this Lease and except as provided in subsections (d) and (e) of this section.

b) Terminate Tenant's right to possession of the Premises without terminating this Lease, in which event Landlord shall use commercially reasonable efforts to relet the Premises, or any part thereof, for such terms or terms (whether shorter or longer than the term of this Lease) and at such rent or rentals and upon such other conditions as are reasonably acceptable to Landlord. For purposes of such reletting, Landlord may redecorate, repair, alter and improve the Premises to the extent necessary in Landlord's discretion. Landlord is under no obligation to show preference to the leasing of the Premises over any other space in the Building. Tenant remains liable for and must pay all Rent and all other amounts and charges payable hereunder, whether accrued or to come due and payable in accordance with the terms of this Lease, less the net proceeds, if any, of any reletting of the Premises, after deducting all expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, advertising and marketing costs, expenses of employees, alteration, redecorating, tenant improvement costs, other expenses of preparation for such reletting and tenant concessions in connection with such reletting. No suit brought by Landlord to enforce collection of sums owed by Tenant for any one or more months prejudices Landlord's right to enforce the collection of any other sums payable under this Lease. Notwithstanding any election by Landlord to terminate Tenant's right to possession of the Premises without terminating this Lease, Landlord may at any time thereafter elect to terminate this Lease for any previous default by Tenant, unless Tenant has remedied such default prior to the termination.

c) Re-enter and repossess the Premises by any lawful means, with or without legal process, and remove Tenant and other occupants and property, storing such property at the cost of Tenant. Landlord has the right to take such action without service of notice or resort to legal process and without being deemed guilty of trespass. No re-entry or taking possession of the Premises by Landlord is construed as an election by Landlord to terminate this Lease unless notice thereof is given

by Landlord or this Lease is terminated by order of a court of competent jurisdiction.

d) Cure the Tenant default and add the cost thereof, with interest at the rate of nine percent per annum (or, if less, the maximum lawful amount), to the amount of the next monthly payment of Rent to be paid by Tenant hereunder, but it is expressly agreed that such curing of any default or payment of any indebtedness by the Landlord is not deemed a waiver or release of any default hereunder or remedy provided herein.

e) In the event that either party retains or uses the services of an attorney to enforce or protect its rights under this Lease, whether or not suit is brought, the other party must reimburse the reasonable attorney's fees and costs incurred by the prevailing party.

The failure of Landlord to re-enter or repossess the Premises, or to exercise any of its rights hereunder upon the occurrence of any Event of Default, is not deemed a waiver of any of the terms and conditions of this Lease and does not preclude the Landlord from exercising any such rights upon any subsequent default or defaults, unless otherwise specifically set forth herein. All of the Landlord's rights are cumulative and do not preclude the Landlord from exercising any other rights which it may have under law.

22. Rules. Tenant agrees to comply with the reasonable rules and regulations adopted by Landlord from time to time during the term of this Lease (the "Rules"). Landlord must give Tenant a copy of the Rules, and modifications thereto, as and when promulgated. Landlord agrees that all Rules are applied and enforced in a uniform and non-discriminatory manner to all tenants in the Project.

23. Successors and Assigns. Subject to Section 7, the provisions of this Lease bind and inure to the benefit of Landlord and Tenant, and their respective successors, heirs, legal representatives and assigns. In the event that Landlord, or any successor landlord, sells and transfers its fee simple interest in the Premises, Landlord or such successor landlord, as the case may be, is thereby released from any further obligation hereunder to the extent that such successor assumes Landlord's obligations under this Lease, and Tenant agrees to look solely to the successor in interest of Landlord or the successor landlord for the performance of such obligations.

24. Subordination. This Lease and Tenant's rights to occupy the Premises are subject and subordinate to the lien of any existing and any future deed of trust conveyed by Landlord, conditioned, however, upon the holder of any such deed of trust executing an agreement, at Tenant's request, that Tenant's occupancy under this Lease will not be disturbed so long as no Event of Default is in existence. This subordination provision shall be self-operative, but Tenant agrees to confirm it on request of any Landlord lender secured by a deed of trust. In addition, Tenant and Landlord must, at the other's request, provide the other with a written estoppel certificate in form reasonably requested. In the event of (a) a transfer of Landlord's interest in the Premises or (b) the purchase of the Premises or Landlord's interest therein at a foreclosure sale or by deed in lieu of foreclosure under any deed of trust or mortgage or pursuant to a power of sale contained in any deed of trust, then in any such events Tenant must, at

Landlord's request or the request of Landlord's transferee, attorn to and recognize the transferee or purchaser of Landlord's interest under this Lease for the balance then remaining of the Term of this Lease, and thereafter this Lease continues as a direct Lease between such person, as "Landlord" and Tenant, but such transferee or purchaser is not liable for any act or omission of Landlord prior to such person's succession to title nor be subject to any offset, defense or counterclaim accruing prior to such person's succession to title, nor be bound by any payment of Rent or additional charges prior to such person's succession to title for more than one month in advance. Tenant and Landlord agree that it will, from time to time, and within fifteen (15) days after written request from the other, execute and deliver any instrument or other document required by this section 24 to confirm such attornment and/or such obligation to attorn.

25. **Security Deposit.** **Tenant must deposit with Landlord the sum of \$7,336.13 (the "Security Deposit")** (one month's Rent) prior to signing this Lease. The Security Deposit is held by Landlord as security for the performance of Tenant's obligations hereunder. Following an Event of Default, Landlord may apply all or such portion of the Security Deposit as necessary to reimburse Landlord for any amounts due from and not paid by Tenant under this Lease. To the extent that Landlord has not applied the Security Deposit toward Tenant obligations after an Event of Default, Landlord must refund same to Tenant, without interest, one month after conclusion of the term of this Lease. During the term hereof, Tenant must upon demand restore any part of the Security Deposit applied by Landlord to any Tenant obligations following an Event of Default.

26. **Landlord Liability.** Notwithstanding anything to the contrary contained herein, there is absolutely no personal liability on persons, firms or entities who are members of Landlord, with respect to any of the terms, covenants, conditions and provisions of this Lease, and Tenant must look solely to Landlord, its successors and assigns, for the satisfaction of each and every remedy of Tenant in the event of default by Landlord hereunder. This exculpation of personal liability is absolute and without any exception whatsoever.

27. **Outside Storage.** Other than Tenant's business vehicles, Tenant must not store anything outside of the Premises.

28. **Entire Agreement.** This Lease contains the entire understanding of the parties and no representations or agreements; oral or written, not set forth herein are of any force or effect.

29. **Assignment of Landlord's Interest.** If the Landlord should assign this Lease or the rents hereunder to a creditor as security for a debt, the Tenant must, after notice of such assignment and upon demand by the Landlord or the assignee, pay all sums thereafter becoming due to the Landlord hereunder

to the assignee and give all notices required to be given the Landlord hereunder both to the Landlord and the assignee, provided, and Landlord agrees, that any payments made by Tenant to such assignee must be credited towards Tenant's obligations under this Lease.

30. Construction of Agreement. This Lease is construed under the laws of the Commonwealth of Virginia and the parties submit to the jurisdiction of the courts of Spotsylvania County, Virginia, for the adjudication of all cases and controversies related to or arising from this Lease.

31. Guarantee of Lease. None.

32. Tenant must make all Rent Payments via electronic funds transfer, but due to Tenant's internal restrictions, cannot make them through Landlord's Payment Portal.

33. 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.

34. 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, other than Wilson Greenlaw of Cushman & Wakefield | Thalhimer who shall be paid by Landlord pursuant to separate agreement. Tenant has no obligation to Wilson Greenlaw of Cushman & Wakefield | Thalhimer or any other broker, salesperson or other entity.

35. 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 appointee, 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.

36. Time. Time is of the essence in every particular.

37. 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.

38. 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.

39. 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.

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

41. 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. Failure or refusal to appropriate funds is not, in itself, a breach of this Lease, but causes it to terminate.

Signatures appear on the following page.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease and have hereunto set their hands and seals as of the day and year first above written.

LANDLORD:

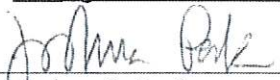
DRBC FREDERICKSBURG, LLC

By: Carka American Fund I Manager, LLC

Title: Member-Manager of DRBC Fredericksburg, LLC

By: Peck Properties, LLC

Title: Manager of Carka American Fund I Manager, LLC

By: 

Print: Joshua S. Peck

Title: Managing Member of Peck Properties, LLC

Date: 6/14/22

TENANT:

COUNTY OF SPOTSYLVANIA, VIRGINIA

By: _____ (SEAL)

Print: _____

Title: _____

Date: _____

Approved as to form:



Susan E. Cooke, Deputy County Attorney

Exhibits:

A: Project

B: Landlord's Work

C: Lease Commencement Agreement

EXHIBIT A
THE PROJECT

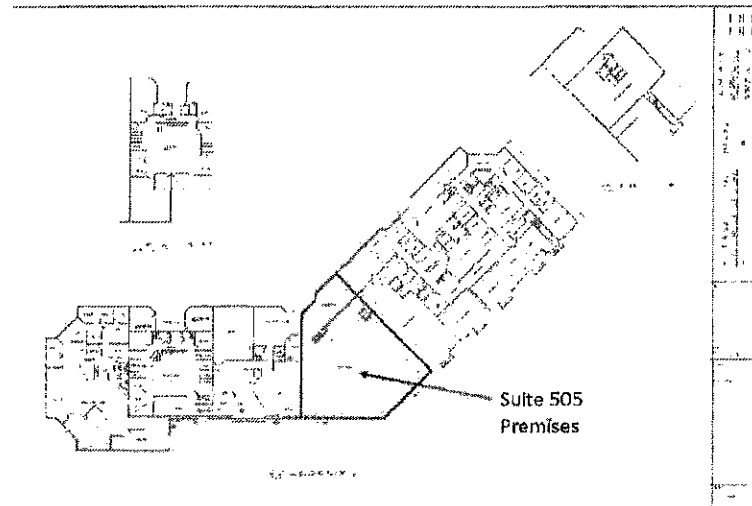


EXHIBIT B

LANDLORD'S WORK

- Removal of the wall creating the small office in the front area. Make floor level match.
- Install a wall to split the front area. Wall to have a standard 3-0 door.
- Relocate the mini split
- Install a cased-opening to the back/warehouse.
 - Min 8 ft wide / prefer 10' wide.
 - OK if a post is required in the cased opening

Exhibit C

LEASE COMMENCEMENT AGREEMENT

To be completed after Landlord's Work is completed and Lease Commencement has occurred.

This declaration is hereby attached to and made part of the Deed of Lease dated _____, 2022 (the "Lease") entered into by and between **DRBC FREDERICKSBURG, LLC**, a Virginia limited liability company ("Landlord"), and **The County of Spotsylvania, Virginia**, a political subdivision of the Commonwealth of Virginia ("Tenant"). Tenant, hereby confirms as of _____, 20__ the following:

1. Tenant has accepted possession of the Premises (as defined in the Lease) on _____, 20__ and is currently able to occupy the same.
2. The Commencement Date (as defined in the Lease) is _____, 20__.
3. The Expiration Date (as defined in the Lease) is _____, 20__.
4. The Lease is in full force and effect and has not been modified, altered, or amended, except pursuant to any instruments described above, if any.

LANDLORD:

DRBC FREDERICKSBURG, LLC

By: Carka American Fund I Manager, LLC

Title: Member-Manager of DRBC Fredericksburg, LLC

By: Peck Properties, LLC

Title: Manager of Carka American Fund I Manager, LLC

By: _____

Print: Joshua S. Peck

Title: Managing Member of Peck Properties, LLC

Date: _____

TENANT:

County of Spotsylvania, Virginia

By: _____ (SEAL)

Print: _____

Title: _____

Date: _____

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

Meeting Date:	June 14, 2022
Title:	Approval of Resolution for Scheduling of a Joint Public Hearing with the Planning Commission

Agenda Title:	Approval of Resolution for Scheduling of a Joint Public Hearing with the Planning Commission
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Recommendation:	Staff recommends approval.
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Summary:	Staff recommends the approval the resolution for a joint public hearing with the Planning Commission at the July 12, 2022 Board of Supervisors to discuss multiple matters.
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The resolution is attached.

Committee/Commission Summary:	Planning Commission
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Staff Contacts:	Ed Petrovitch, County Administrator Mark Cole, Deputy County Administrator Wanda Parrish, Assistant County Administrator
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Legal Counsel:	Alexandra Spaulding, Senior Assitant County Attorney
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Additional Background/Other Considerations:	The resolution is attached.
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Consequence of Denial/Inaction:	The resolution will not be approved.
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ATTACHMENTS:

File Name	Description	Type
Resolution_for_Joint_Public_Hearings_Updated.pdf	Resolution	Resolution

At a meeting of the Spotsylvania County Board of Supervisors held on June 14, 2022, on a motion by _____ and passed _____, the Board adopted the following resolution:

RESOLUTION NO. 2022-

**SCHEDULE JOINT PUBLIC HEARINGS WITH THE
PLANNING COMMISSION**

WHEREAS, the Spotsylvania County Board of Supervisors (“Board”) has a regularly scheduled meeting on July 12, 2022, at which public hearings are part of the agenda; and

WHEREAS, the Code of Virginia, Sec. 15.2-2204.A allows that a local planning commission and governing body may hold a joint public hearing after public notice as set forth in this code section;

WHEREAS, the Code of the County of Spotsylvania, Chapter 23, Zoning, Article 4.2.2(a) allows the Planning Commission and the Board to hold a joint public hearing as an alternative to separately scheduled hearings; and

WHEREAS, the Board would like to hold a joint public hearing with the Planning Commission to consider rezoning R22-0003: Kalahari VA, LLC, (“R22-0003”) at its July 12, 2022, meeting; and

WHEREAS, amendments to the Code of the County of Spotsylvania (“CA”) have been drafted for compliance with the Chesapeake Bay Act, including CA22-0002: Chapter 6A – Chesapeake Bay, CA22-0003: Chapter 20 - Subdivision, and CA22-0004: Chapter 23 – Zoning; and

WHEREAS, the Planning Commission has scheduled a vote to authorize public hearings to consider each of CA22-0002, CA22-0003, and CA22-2004 at its June 15, 2022, meeting; and

WHEREAS, pending Planning Commission authorization, the Board would like to hold joint public hearings with the Planning Commission to consider CA22-0002, CA22-0003, and CA22-0004 at its July 12, 2022, meeting; and

WHEREAS, pending Planning Commission authorization for a public hearing to consider rezoning R22-0003 and agreement to hold a joint public hearing on the matter, the Board intends to waive the policy applicable to public hearings involving rezoning matters, which requires a 25-day waiting period between public hearings of the Planning Commission and the Board.

NOW, THEREFORE, BE IT RESOLVED that the Spotsylvania County Board of Supervisors does hereby invite the Spotsylvania County Planning Commission to the Board’s July 12, 2022, meeting at 6:30 p.m. and requests the Planning Commission schedule a special meeting for the purpose of conducting joint public hearings to consider rezoning R22-0003 and ordinance amendments CA22-0002, CA22-0003, and CA22-0004.

BE IT FURTHER RESOLVED, that if the Planning Commission authorizes a public hearing to

consider rezoning R22-0003 and the accepts the invitation of the Board to a joint public hearing, the normal 25-day waiting period policy between public hearings of the Planning Commission and the Board involving matters of rezoning is hereby waived so that a joint public hearing can be held to consider rezoning R22-0003.

BE IT FURTHER RESOLVED that the Board directs staff to provide notice of the joint public hearings in accordance with the Code of Virginia, Sec. 15.2-2204 and the Code of the County of Spotsylvania Sec. 23-4.2.

(SEAL)

A COPY TESTE:

Aimee R. Mann
Deputy Clerk to the Board of Supervisors

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

Meeting Date:	June 14, 2022
Title:	Approval of Proclamation Recognizing Juneteenth and Designating June 19th as Freedom Day in Spotsylvania County

Agenda Title:	Approval of Proclamation Recognizing Juneteenth and Designating June 19th as Freedom Day in Spotsylvania County
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Recommendation:	Approve proclamation.
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Summary:	Supervisors Frazier would like the Board's consideration for the attached proclamation recognizing Juneteenth and designating June 19th as Freedom Day in Spotsylvania County.
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Staff Contacts:	Mark L. Cole, Deputy County Administrator
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Additional Background/Other Considerations:	The proclamation is attached.
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Consequence of Denial/Inaction:	The proclamation will not be approved.
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ATTACHMENTS:

File Name	Description	Type
Proclamation- _Juneteenth_2022.docx	Proclamation	Proclamation

PROCLAMATION

**Recognizing Juneteenth and Designating
June 19th as Freedom Day in
Spotsylvania County**

WHEREAS, Juneteenth is the oldest recognized celebration observing the freedom of African Americans from slavery in the United States. The celebration honors those who survived inhumane bondage and their legacy of perseverance through tremendous trials and adversity; and

WHEREAS, The Emancipation Proclamation was issued on September 22, 1862, with an effective date of January 1, 1863, but it had minimal immediate effect on the majority of slaves who remained in captivity and oppression by slave owners; and

WHEREAS, On June 19, 1865, Union General Gordon Grangers and 2,000 federal troops arrived in Confederate-controlled Texas to take possession of the state and to enforce the emancipation of slaves throughout the state. More than two years after President Lincoln signed the Emancipation Proclamation, the last of those enslaved within the borders of the Confederate States were freed, which resulted in an eruption of celebration and festivity; and

WHEREAS, The ratification of the 13th Amendment to the United States Constitution in December, 1865 freed slaves throughout the United States, and the passage of Padrone Act of 1874, in response to the exploitation of immigrant children, criminalized the practice of enslaving, buying, selling, or holding any person in involuntary servitude; and

WHEREAS, Throughout Spotsylvania County, community organizations, institutions, and individuals commemorate the significance of this day on June 19th, which is recognized across the Commonwealth of Virginia and United States of America as National Juneteenth Day and most appropriately as Freedom Day; and

WHEREAS, it is fitting to offer the citizens of our great County a unique opportunity to recognize and celebrate individual freedom in general and specifically honor emancipation from bondage;

NOW, THEREFORE, BE IT RESOLVED THAT, the Spotsylvania County Board of Supervisors does hereby recognize the significance of Juneteenth in our County, State and Nation and proclaim June 19, 2022 and each in succeeding year, to be Freedom Day in Spotsylvania County, Virginia.

(SEAL)

A COPY TESTE:

Aimee R. Mann
Deputy Clerk to the Board of Supervisors

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

Meeting Date: June 14, 2022

Title: Approval of the Minutes of the May 24, 2022 Board of Supervisors Meeting

Type: Action

Agenda Title: Approval of the Minutes of the May 24, 2022 Board of Supervisors Meeting

Recommendation: Approve the Minutes of the May 24, 2022 Board of Supervisors Meeting.

Summary: The minutes are attached.

Staff Contacts: Aimee Mann, Deputy Clerk

ATTACHMENTS:

File Name	Description	Type
Min_052422_draft.doc	May 24, 2022 Minutes	Minutes

PRESENT: Lori Hayes, Lee Hill District
Jacob Lane, Livingston District
Kevin W. Marshall, Berkeley District
Timothy J. McLaughlin, Chancellor District
David Ross, Courtland District

ABSENT: Deborah H. Frazier, Salem District
Chris Yakabouski, Battlefield District

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

Chairman McLaughlin called the meeting to order at 6:00 p.m. Supervisor Lane led the Pledge of Allegiance and Vice Chairman Ross gave the invocation.

APPROVAL OF AGENDA

On a motion by Supervisor Hayes and passed 5 to 0 with Supervisors Frazier and Yakabouski absent, the Board approved the agenda with the following addition:

- Approval of a Performance Agreement for Kalahari VA, LLC

VOTE:

Ayes:	5	Hayes, Lane, Marshall, McLaughlin, Ross
Nays:	0	
Absent:	2	Frazier, Yakabouski
Abstain:	0	

PUBLIC COMMENT ON CONSENT AGENDA

None

APPROVAL OF THE CONSENT AGENDA

The County Administrator presented a brief preview of these agenda items for the public.

On a motion by Supervisor Marshall and passed 5 to 0 with Supervisors Frazier and Yakabouski absent, the Board approved the Consent Agenda as follows:

VOTE:

Ayes:	5	Hayes, Lane, Marshall, McLaughlin, Ross
Nays:	0	
Absent:	2	Frazier, Yakabouski
Abstain:	0	

1. Approval of Minutes of the May 10, 2022 Board of Supervisors Meeting;
2. Approval of Contract Modification No. 1 for Renewal to Computer Cabling & Telephone Services, Inc. to Provide Fiber Optic Cable Outside Plant Installation and Fiber Optic and Copper Cable Inside Plant Installation;
3. Approval of Contract Modifications to Renew Three (3) Contracts for Delivered Fuels;
4. Approval of Purchase Order to Carter Machinery Company, Inc. for 2023 Caterpillar D6 Waste Dozer and 2023 Caterpillar 730-04A Articulated Truck ;
5. Approval of a Purchase Order in the amount of \$150,946 for the purchase of a 2022 Ford F-550 Chassis, 4x4, SD Regular Cab 145" WB DRW XL (F5G) with new Terex Hi-Ranger LT40 Articulating / Telescoping Aerial Device;
6. Authorization to Advertise for Public Hearing - Consider the Condemnation of Tax Map No. 23Q-1-C for Construction of a 16" Water Line on Salem Church Rd;
7. Approval of the Kappler Special Entertainment Event Permit – Live at the Backyard 2022;
8. Request Authorization to Operate Ambulance Services as follows:

VOTE:

Ayes:	5	Hayes, Lane, Marshall, McLaughlin, Ross
Nays:	0	
Absent:	2	Frazier, Yakabouski
Abstain:	0	

RESOLUTION NO. 2022-56

**A RESOLUTION AUTHORIZING VIRGINIA MEDICAL TRANSPORT D/B/A
PHYSICIANS TRANSPORT SERVICE TO OPERATE AMBULANCE SERVICES
WITHIN SPOTSYLVANIA COUNTY**

WHEREAS, Virginia Medical Transport d/b/a Physicians Transport Service (PTS), a subsidiary of American Medical Response operates a medical transport service licensed by the Virginia Department of Health – Office of Emergency Medical Services; and

WHEREAS, Physicians Transport Service desires to expand its services to include Spotsylvania County, and

WHEREAS, Physicians Transport Service proposes to provide routine transportation of dialysis patients, hospital discharges, other stretcher-based, nonemergency EMS transports, as well as emergency inter-facility transports, standby services for events; and

WHEREAS, Physicians Transport Service would not respond to calls for emergency 9-1-1 services within the County unless requested by the County through its EMS system; and

WHEREAS, Physicians Transport Service has advised the County of its desire to operate within the County but, before it may do so, the Board of Supervisors of the County must adopt a resolution approving its operation within the County pursuant to the Code of Virginia §15.2-955 and 12VAC5-31-420.

NOW, THEREFORE, BE IT RESOLVED by the Spotsylvania County Board of Supervisors:

1. Physicians Transport Service is approved to provide a medical transport service within the entire geographical area of the County.
 2. This approval does not authorize Physicians Transport Service to respond to calls for emergency 9-1-1 services from the general public unless requested by the County through its EMS System.
9. Request to Submit a Grant Application under the Federal Fiscal Year (FFY) 2022 Homeland Security Grant Program (HSGP) for the Sheriff's Office and Designation of Authorized Organizational Representatives as follows:

VOTE:

Ayes:	5	Hayes, Lane, Marshall, McLaughlin, Ross
Nays:	0	
Absent:	2	Frazier, Yakabouski
Abstain:	0	

RESOLUTION NO. 2022-57

**A RESOLUTION AUTHORIZING THE APPLICATION FOR THE FFY 2022
HOMELAND SECURITY GRANT PROGRAM (HSGP) AND DESIGNATION OF
AUTHORIZED ORGANIZATIONAL REPRESENTATIVES**

WHEREAS, the Virginia Department of Emergency Management (VDEM) is accepting grant applications for the Federal Fiscal Year (FFY) 2022 Homeland Security Grant Program (HSGP); and

WHEREAS, this competitive federal grant program provides funding in support of local efforts to prevent, protect against, respond to, and recover from terrorist attacks; and

WHEREAS, the Spotsylvania County Sheriff's Office has previously implemented an Unmanned Aerial System (UAS) program; and

WHEREAS, the Sheriff's Office would like to submit an application under the FFY 2022 HSGP opportunity to update their current equipment and to attend UAS trainings; and

WHEREAS, in law enforcement UASs are used in a variety of ways, including crowd control, traffic and accident reporting, search and rescue, crime scene reconstruction, and pre-operational situational awareness to optimize officer and individual safety by gathering information for bomb threats, hostage situations, and terrorist attacks; and

WHEREAS, the County is not required to provide a local match; and

WHEREAS, the Sheriff's Office will be responsible for all costs associated with licensing, registration fees, insurance, and all ongoing operational expenses for the UASs.

NOW, THEREFORE, BE IT RESOLVED by the Spotsylvania County Board of Supervisors that Spotsylvania County will submit a grant application under the FFY 2022 HSGP; 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 submission of the grant application: Ed Petrovitch, County Administrator; Mark Cole, Deputy County Administrator; Bonnie Jewell, Assistant County Administrator/Chief Financial Officer; and Annette D'Alessandro, Grants Manager.

10. Approval of a Performance Agreement for Kalahari VA, LLC.

PUBLIC PRESENTATIONS

Katherine Huffman, Rich Lieberman and Dawn Shelley 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.

PUBLIC HEARING

R21-011 (RO21-0011) Arthur L. Tracy & Patricia B. Tracy, Trustees of The Tracy Family Trust: Linwood Estates

Mr. Hughes presented.

The Planning Commission recommended approval with proffers dated February 24, 2022.

Charlie Payne, on behalf of the applicant, gave an overview of the project and stood to answer any questions.

Chairman McLaughlin declared the public hearing opened.

The following citizens spoke in opposition or with concerns: Dawn Shelley and Katherine Dennis.

Chairman McLaughlin closed the public hearing.

Charlie Payne, on behalf of the applicant, addressed the concerns raised by the citizens.

On a motion by Chairman McLaughlin and passed 4 to 1 with Supervisor Lane opposed and Supervisors Frazier and Yakabouski absent, the Board adopted the ordinance as follows:

VOTE:

Ayes:	4	Hayes, Marshall, McLaughlin, Ross
Nays:	1	Lane
Absent:	2	Frazier, Yakabouski
Abstain:	0	

PUBLIC HEARING: May 24, 2022

WHEREAS, Arthur L. Tracy & Patricia B. Tracy, Trustees of The Tracy Family Trust: Requests a rezoning of approximately 27.16 acres from Rural (RU) to Planned Development Housing 4 (PDH-4) with proffers to allow for 64 single family detached homes. The property is located at 7611 Old Plank Road on the north side of Old Plank Road (Route 610) approximately 337 feet east of the intersection with Chancellor Road (Route 674). The property is located within the Primary Development Boundary. The property is identified for Low Density Residential development on the Future Land Use Map of the Comprehensive Plan. Tax Parcel 21-10-2. Chancellor Voting District; and

WHEREAS, staff has reviewed the subject application and recommends approval of the rezoning as stated in the staff report and executive summary; and

WHEREAS, the Spotsylvania County Planning Commission held a public hearing on April 6, 2022, duly advertised in a local newspaper for a period of two weeks, and interested citizens were given an opportunity to be heard; and

WHEREAS, on April 6, 2022 the Spotsylvania County Planning Commission recommended approval of the project, with proffers at the public hearing with a vote of 5-1; and

WHEREAS, the Spotsylvania County Board of Supervisors held a public hearing on May 24, 2022, duly advertised in a local newspaper for a period of two weeks, and interested citizens were given an opportunity to be heard; and

WHEREAS, the general welfare and good zoning practice are served by approval of the rezoning application.

NOW, THEREFORE, THE SPOTSYLVANIA COUNTY BOARD OF SUPERVISORS

HEREBY ORDAINS:

§ 1. That the property known as Tax Parcel 21-10-2 currently zoned Rural (RU) is rezoned to Planned Development Housing 4 (PDH-4) with the proffered conditions.

§ 2. The Spotsylvania County Board of Supervisors' approval and adoption of any conditions does not relieve the applicant and/or subsequent owners from compliance with the provisions of any applicable Spotsylvania County Ordinances, rules, regulations, or adopted standards. To the extent anything in this rezoning is less restrictive than the County's Ordinances, or its rules, regulations, or adopted standards, the lessened restriction shall be void and the County's Ordinances, or its rules, regulations, or adopted standards shall control and be applicable to the rezoning.

§ 3. This ordinance shall be in force and effect upon adoption.

Public Hearing for Secondary Six Year Plan

Mr. Agnello presented.

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

On a motion by Supervisor Lane and passed 5 to 0 with Supervisors Frazier and Yakabouski absent, the Board adopted the ordinance as follows:

VOTE:

Ayes:	5	Hayes, Lane, Marshall, McLaughlin, Ross
Nays:	0	
Absent:	2	Frazier, Yakabouski
Abstain:	0	

RESOLUTION NO. 2022-58

**A RESOLUTION APPROVING SPOTSYLVANIA COUNTY'S
SECONDARY SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN FOR FY23-28**

WHEREAS, Section 33.2-331 of the Code of Virginia, as amended, provides the opportunity for each county to work with the Virginia Department of Transportation in developing a Secondary Six-Year Transportation Improvement Plan (SSYP); and

WHEREAS, the Spotsylvania County Board of Supervisors had previously agreed to assist in the preparation of this SSYP, in accordance with the Virginia Department of Transportation policies and procedures, and participated in a public hearing on the proposed FY23-28 SSYP after duly advertised so that all citizens of Spotsylvania County had the opportunity to participate in said hearing and to make comments and recommendations concerning the proposed Plan; and

NOW, THEREFORE, BE IT RESOLVED, that since said SSYP appears to be in the best interests of the citizens of Spotsylvania County, the Spotsylvania County Board of Supervisors does hereby approve the FY23-28 SSYP as presented at the public hearing.

Public Hearing for Amendment to County Code Chapter 1, General Provisions, in order to add new Section 1-20, Electric Summons System Fee

Lieutenant Bryner presented.

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

On a motion by Supervisor Hayes and passed 4 to 1 with Vice Chairman Ross opposed and Supervisors Frazier and Yakabouski absent, the Board adopted the ordinance as follows:

VOTE:

Ayes:	4	Hayes, Lane, Marshall, McLaughlin
Nays:	1	Ross
Absent:	2	Frazier, Yakabouski
Abstain:	0	

AN ORDINANCE No. 1-8

To amend the Spotsylvania County Code by adding to Chapter 1, General Provisions, Section 1-20, Electronic Summons System Fee, to allow the County to collect a fee in the amount of \$5.00 as part of the costs in each criminal or traffic case in the district or circuit courts in Spotsylvania County pursuant to Virginia Code Section 17.1-279.1.

PUBLIC HEARING: May 24, 2022

WHEREAS, staff has reviewed the code amendments and recommends approval as stated in the executive summary dated May 24, 2022; and

WHEREAS, the Spotsylvania Board of Supervisors held a public hearing, duly advertised in a local newspaper for a period of two weeks, on May 10, 2022 and May 17, 2022, and interested citizens were offered an opportunity to be heard; and

WHEREAS, the general welfare is served by approval of the code amendments.

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

§ 1. That Chapter 1, General Provisions, Section 1-20, Electronic Summons System Fee, be and is hereby **enacted** as follows:

Section 1-20. Electronic summons system fee.

(a) A fee of five dollars (\$5.00) shall be assessed and imposed as part of the costs in each criminal or traffic case in the district or circuit courts in which the defendant is charged with a violation of any such statute or ordinance. This fee shall be in addition to all other fees prescribed by law.

(b) The clerk of the court in which the action is filed shall collect and remit fees collected under this section to the treasurer of the county. The treasurer shall hold such funds in a separate account subject to disbursement by the board of supervisors to the sheriff's office solely to fund software, hardware, and associated equipment costs for the implementation and maintenance of an electronic summons system.

(Ord. No. 1-8, 5-24-22)

§ 2. This ordinance shall be in force and effect upon adoption.

Public Hearing for Amendment to County Code Chapter 14 in order to add new Section 14-19, Jumping from Bridges that span Lakes, Rivers, and Creeks

Lieutenant Bryner presented.

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

On a motion by Supervisor Hayes and passed 5 to 0 with Supervisors Frazier and Yakabouski absent, the Board adopted the ordinance as follows:

VOTE:

Ayes:	5	Hayes, Lane, Marshall, McLaughlin, Ross
Nays:	0	
Absent:	2	Frazier, Yakabouski
Abstain:	0	

AN ORDINANCE No. 14-19

To amend Chapter 14, Offenses-Miscellaneous, Article 1. - In General, to add Section 14-19, Jumping from bridges that span lakes, rivers, and creeks. Adding this section makes jumping from bridges that span lakes, rivers, and creeks unlawful and a class 4 misdemeanor.

PUBLIC HEARING: May 24, 2022

WHEREAS, staff has reviewed the code amendments and recommends approval as stated in the executive summary dated May 24, 2022; and

WHEREAS, the Spotsylvania Board of Supervisors held a public hearing, duly advertised in a local newspaper for a period of two weeks, on May 10, 2022 and May 17, 2022, and interested citizens were offered an opportunity to be heard; and

WHEREAS, the general welfare is served by approval of the code amendments.

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

§ 1. That Chapter 14, Offenses-Miscellaneous, Article 1. - In General, Section 14-19, Jumping from bridges that span lakes, rivers, and creeks, be and is hereby **enacted** as follows:

Section 14-19. Jumping from bridges that span lakes, rivers, and creeks.

It shall be unlawful for any person to stand on or jump from a bridge into a lake, river or creek located in the county. Nothing in this section shall be construed to prohibit pedestrians from walking across bridges. Any person who violates this section will be guilty of a class 4 misdemeanor.

(Ord. No. 14-19, 5-24-22)

Secs. 14-20 – 14-49. – Reserved.

§ 2. This ordinance shall be in force and effect upon adoption.

PRESENTATIONS REPORTS BY OTHERS

Department of Social Services Update

Mark Cole, Deputy County Administrator gave a brief update regarding the Department of Social Services.

Marshall Center Discussion

Ben Loveday, Assistant County Administrator provided options regarding renovation of the Marshall Center.

CLOSED MEETING

On a motion by Supervisor Marshall and passed 5 to 0 with Supervisors Frazier and Yakabouski absent, the Board adopted a resolution to adjourn into closed meeting as follows:

VOTE:

Ayes:	5	Hayes, Lane, Marshall, McLaughlin, Ross
Nays:	0	
Absent:	2	Frazier, Yakabouski
Abstain:	0	

RESOLUTION NO. 2022-59

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 warehousing and storage business; and

WHEREAS, pursuant to Va. Code Ann. § 2.2-3711(A)(5), 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:	5	Hayes, Lane, Marshall, McLaughlin, Ross
Nays:	0	
Absent:	2	Frazier, Yakabouski
Abstain:	0	

RESOLUTION NO. 2022-60

Return to Open Meeting

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

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

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

NEW BUSINESS

None

ADJOURNMENT

On a motion by Chairman McLaughlin and passed 5 to 0 with Supervisors Frazier and Yakabouski absent, the Board adjourned its meeting at 8:52 p.m.

VOTE:

Ayes:	5	Hayes, Lane, Marshall, McLaughlin, Ross
Nays:	0	
Absent:	2	Frazier, Yakabouski
Abstain:	0	

Aimee R. Mann
Deputy Clerk to the Board of Supervisors

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

Meeting Date:	June 14, 2022
Title:	Appropriation of the FY 2023 Adopted Budget

Type:	Action, Appropriation
Agenda Title:	Appropriation of the FY 2023 Adopted Budget

Recommendation:	Staff recommends approval of the appropriations for the FY 2023 Adopted Budget to include withholding \$2.2M from the School Capital Projects Fund pending further review and balancing of that Fund in light of apparent State funding reductions.
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The Board of Supervisors is required to appropriate the FY 2023 Adopted Budget before expenditures can begin occurring on July 1, 2022. Recommended appropriations for FY 2023 are attached and, with exception of the School Capital Projects Fund, are consistent with the FY 2023 Adopted Budget.

Please note that the appropriation for the General Fund is \$1,400,000 less than the total General Fund budget because there is no need to appropriate tax relief.

Summary:	Please also note that the State budget for FY 2023 was approved by both the House and Senate on June 1 but remains subject to the Governor's veto at this time. As it currently stands, the State budget reduces by \$2.2M the amount that had been designated to the Spotsylvania County Public Schools for capital expenditures in FY 2023. Consequently, staff recommends and the attached resolution reflects holding \$2.2M in appropriations from the School Capital Projects Fund. County and Schools' financial staff members have discussed this matter. Once final figures have been received from the State; Schools staff has a chance to review and determine if \$2.2M in projects may be deferred and/or if the Schools' carryover is sufficient to fund the State reduction; and the School Board has a chance to consider any such
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action, further action may be needed to appropriate all or a portion of the \$2.2M at a later date.

Financial Impact:

With exception of the situation with the School Capital Projects Fund described above, amounts recommended for appropriation are consistent with the FY 2023 Adopted Budget approved by the Board on April 12, 2022.

Staff Contacts:

Bonnie Jewell, Assistant County Administrator/Chief Financial Officer

Consequence of Denial/Inaction:

If the appropriations are not approved, the County will not be able to continue operations beyond June 30, 2022 without approval of at least partial FY 2023 appropriations prior to June 30, 2022.

ATTACHMENTS:

File Name	Description	Type
FY_2023_Appropriations.docx	Appropriation Resolution	Appropriation

RESOLUTION NO. 2022 - ____

A RESOLUTION TO APPROPRIATE THE FISCAL YEAR (FY) 2023 BUDGET

WHEREAS, it is the responsibility of the Spotsylvania County Board of Supervisors to approve and control the County's fiscal plan for FY 2023; and

WHEREAS, the Board of Supervisors adopted the FY 2023 County Budget on April 12, 2022; and

WHEREAS, it is the intent of the Board of Supervisors that departments and agencies shall adhere to the funds appropriated in accordance with departmental budgets presented by the County Administrator and adjusted by the Board of Supervisors; be it

RESOLVED, by the Spotsylvania County Board of Supervisors this 14th day of June, 2022, that the FY 2023 appropriations be, and are hereby approved effective July 1, 2022, as set forth below; and, be it

RESOLVED FURTHER, that as part of the \$8.1 million Transportation Fund appropriation, the Board does hereby appropriate the FY 2023 PRTC subsidy of \$61,000, the FY 2023 VRE subsidy of \$1,112,905, and does hereby authorize the payment of these subsidies during FY 2023 from the County's motor fuels tax revenue account; and, be it

RESOLVED FURTHER, that \$2,200,000 of the amount budgeted for the School Capital Projects Fund is excluded at this time from the appropriations below pending further review and balancing of the School Capital Projects Fund in light of apparent State funding reductions; and, be it

RESOLVED FINALLY, that all financial activities, purchases, travel, personnel actions, etc., shall be in accordance with the policies and procedures established by the Board of Supervisors and administered by the County Administrator.

General Fund	\$178,915,879
Capital Projects Fund	\$27,075,669
Economic Development Opportunities Fund	\$1,152,300
Code Compliance Fund	\$7,743,096
Transportation Fund	\$8,106,982
Joint Fleet Maintenance Fund	\$3,161,023
School Operating Fund	\$358,957,212
School Food Service Fund	\$31,713,924
School Capital Projects Fund	\$36,543,386
Utilities Operating Fund	\$40,336,875
Utilities Capital Projects Fund	<u>\$18,612,722</u>
Total	<u>\$712,319,068</u>

(Seal)

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Aimee Mann, Deputy Clerk

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

Meeting Date:	June 14, 2022
Title:	Approval of Contract to Suburban Contractors, LLC for the Rehabilitation of Gordon Road Ground Water Storage Reservoir

Type:	Action
Agenda Title:	Approval of Contract to Suburban Contractors, LLC for the Rehabilitation of Gordon Road Ground Water Storage Reservoir
Recommendation:	Approve the award of a contract to Suburban Contractors, LLC in the total amount of \$154,000.00 for the Rehabilitation of Gordon Road Ground Water Storage Reservoir. The contract has been reviewed and approved as to form by the County Attorney's Office.
Summary:	An Invitation for Bid (IFB) was issued by the Spotsylvania County Procurement Division on March 30, 2022 to solicit bids from qualified contractors for the Rehabilitation of Gordon Road Ground Water Storage Reservoir. One (1) bid was received on April 28, 2022 from Suburban Contractors, LLC for this procurement in the amount of \$154,000.000.
Financial Impact:	Adequate funding is budgeted and appropriated within account 520-9170-802.89-02, project code WT0901 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
Additional Background/Other Considerations:	This contract will provide for cleaning, repair, and painting services for the Gordon Road Concrete Ground Storage Reservoir (capacity of 2,000,000 gallons).
Consequence of Denial/Inaction:	Failure to maintain the water storage reservoir may impact its ability to adequately meet the County's

usage and fire flow demands.

ATTACHMENTS:

File Name	Description	Type
22-18-SD_Contract_Suburban_Contractors_- Contract_signed.pdf	Contract	Agreement
Project_Budget_Wrksht_WT0901.pdf	Project Budget Worksheet	Backup Material



SPOTSYLVANIA COUNTY

Tank Maintenance

Project Budget Worksheet

Project # WT0901

	Current Budget (as of May 24, 2022)	Revisions (June 14, 2022)	Revised Balance (June 14, 2022)
<u>Project Costs:</u>			
Machinery & Equipment	\$2,429	\$0	\$2,429
Construction	\$533,416	(\$154,000)	\$379,416
Suburban Contractors	\$0	\$154,000	\$154,000
Total Project Costs	\$535,845	\$0	\$535,845
<u>Project Funding:</u>			
Cash	\$535,845	\$0	\$535,845
Total Project Funding	\$535,845	\$0	\$535,845

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

Meeting Date:	June 14, 2022
Title:	Approval of Eight (8) Contract Renewals to Provide Professional Engineering Services

Type:	Action
Agenda Title:	Approval of eight (8) Contract Renewals to Provide Professional Engineering Services
Recommendation:	Approval of eight (8) Contract Renewals to AECOM Technical Services, Inc., Bowman Consulting Group LTD, CDM Smith, Inc., Hazen & Sawyer, P.C., Ramboll Americas Engineering Solutions, Sullivan, Donahoe and Ingalls, Stantec Consulting Services, and Wetlands Studies and Solutions, Inc. for Professional Engineering Services.
Summary:	A Request for Proposal was issued by the County on October 22, 2020 for Professional Engineering Services. Approval of this contract renewal will provide the County departments to utilize task order based agreements for professional engineering services routinely throughout the year.
Financial Impact:	Adequate funding is budgeted and appropriated for professional engineering services within specific capital improvement plan projects.
Staff Contacts:	Ben Loveday, Assistant County Administrator Toni Vaughan, Procurement Division Administrator
Legal Counsel:	Will Moore, Senior Assistant County Attorney
Additional Background/Other Considerations:	County departments utilize task order based agreements for professional engineering services routinely throughout the year. Task order based agreements allow for increased efficiencies in terms of time and value to the tax payer. These contracts can be terminated at any time if funds are not approved by the Board of Supervisors. The contracts have been approved as to form by the County Attorney's Office.

Consequence of Denial/Inaction:

Projects are significantly delayed without task order based agreements. Without task order based agreements each task currently done under a task order based agreement would be required to be treated as a separate agreement requiring an independent RFP review process by the department issuing the RFP, the County Attorney's office and the Procurement Department.

ATTACHMENTS:

File Name	Description	Type
21-07-TV-01_Modification_#1_-_signed.pdf	Modification 4 AECOM Technical Services, Inc.	Contract
21-07-TV-02_Modification_#1_-_signed.pdf	Modification 4 Bowman Consulting Group	Contract
21-07-TV-03_Modification_#1_-_signed.pdf	Modification 4 CDM Smith, Inc.	Contract
21-07-TV-05_Modification_#1_-_signed.pdf	Modification 4 Ramboll Americas Engineering Solutions, Inc.	Contract
21-07-TV-06_Modification_#1_-_signed.pdf	Modification 4 Stantec Consulting Services	Contract
21-07-TV-07_Modification_#1_-_signed.pdf	Modification 4 Sullivan, Danahoe, and Ingalls	Contract
21-07-TV-08_Modification_#1_-_signed.pdf	Modification 4 Wetlands Studies and Solutions, Inc.	Contract
21-07-TV-04_Modification_1_-_signed-_Hazel.pdf	Modification Hazen	Contract

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

Meeting Date:	June 14, 2022
Title:	Approval of Contract Modification #4 for Renewal of (2) Contracts for Business Consulting Services

Type:	Action
Agenda Title:	Approval of Contract Modification #4 for Renewal of (2) Contracts for Business Consulting Services
Recommendation:	Approval of Contract Renewals to K.L. Scott & Associates and SC&H Group for the purchase of business consulting services for the County.
Summary:	A Request for Proposal (RFP) was issued by the County on October 6, 2017 for Business Consulting Services. Approval of this contract will provide tasking, when needed, to support the County's efforts to upgrade and modernize the County's software systems as well as drive internal process improvements (where applicable). Tasking may include supporting services for project planning, implementation, and integrations with new and/or existing systems.
Financial Impact:	Adequate funding is budgeted and appropriated within various project accounts when needed for award of this contract for this purpose.
Staff Contacts:	Ed Dooley, Chief Information Officer; Rich Maidenbaum, Deputy Chief Information Officer; Beckie Forry, Chief Accounting Officer; Toni Vaughan, Procurement Division Administrator
Legal Counsel:	Will Moore, Senior Assistant County Attorney
Additional Background/Other Considerations:	The contract modifications have been approved as to form by the County Attorney's Office.
Consequence of Denial/Inaction:	If not approved, the County will be unable to outsource critical project tasking as needed to facilitate improvements to the County's software infrastructure.

ATTACHMENTS:

File Name	Description	Type
18-06-TV-03_Modification_#4_-_signed.pdf	Modification 4 SC&H Group	Contract
Modification_#4_-_K.L._Scott_Assoc_-_Business_Consulting_Services_-_signed.pdf	Modification 4 K.L. Scott & Associates	Contract

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

Meeting Date:	June 14, 2022
Title:	Approval of Contract Modification 2 to Galls, LLC for Sheriff's Uniforms

Type:	Action
Agenda Title:	Approval of Contract Modification 2 to Galls, LLC for Sheriff's Uniforms
Recommendation:	Approval of modification #2 for renewal with Galls, LLC to provide uniforms to Sheriff's Department staff.
Summary:	On March 8, 2018 an Invitation for Bid (IFB) was issued to solicit bids from qualified vendors to provide uniforms for Sheriff's Department staff. Galls, LLC was determined to be the lowest responsive and responsible bidder and was awarded Contract 18-16-DB on May 1, 2018 for with an initial three year term and an option to renew the contract for two additional on-year terms. This is the second renewal year of the two possible one-year renewals.
Financial Impact:	Funds have been budgeted in accounts 110-3160-421.60-11, 110-3140-421.60-11, 110-2170-412.60-11, and 110-3510-425.60-11 for award of this contract for this purpose.
Staff Contacts:	Major Carter Wells, Jr., Sheriff's Department Toni Vaughan, Procurement Division Administrator
Legal Counsel:	Will Moore, Senior Assistant County Attorney
Additional Background/Other Considerations:	The contract modification has been reviewed and approved as to form by the County Attorney's Office.
Consequence of Denial/Inaction:	Sheriff's Uniforms would not be under a County contract for use by Sheriff personnel. This would delay delivery and would likely result in higher cost for the uniforms.

ATTACHMENTS:

File Name	Description	Type
Modification_2_-_CA_signed.pdf	Modification 2	Agreement

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

Meeting Date:	June 14, 2022
Title:	Approval of Purchase Order to Carter Machinery Company, Inc. for a New Diesel-Fueled Generator Set for the Massaponax WWTP

Type:	Action
Agenda Title:	Approval of Purchase Order to Carter Machinery Company, Inc. for a New Diesel-Fueled Generator Set for the Massaponax WWTP
Recommendation:	Approval of a Purchase Order to Carter Machinery Company, Inc. in the amount of \$1,574,152.57 for the purchase of a new outdoor diesel-fueled packaged 3000kW, 3 phase standby generator set to be used at the Massaponax WWTP.
Summary:	A Request for Proposal (RFP) was issued for Electrical Energy Power Generation with related parts, supplies and services by Sourcewell of which the County is a member. The County is purchasing a new model year outdoor Caterpillar diesel-fueled packaged generator from the authorized dealer Carter Machinery Company, Inc.
Financial Impact:	Adequate funding is budgeted and appropriated within project SR1804 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
Additional Background/Other Considerations:	The purchase order has been approved as to form by the County Attorney's Office.
Consequence of Denial/Inaction:	If not approved then the Massaponax WWTP would not meet the requirements for emergency power supply to maintain plant operations.

ATTACHMENTS:

File Name	Description	Type
C175- 16_Spotsylvania_County_Massaponax_WTP- Quote 31005200_R4_No_Terms.pdf		Backup Material
PO_22072.pdf	Purchase Order	Purchase Order
Project_Budget_Worksheet_SR1804.pdf	Project Budget Worksheet Gen Set MWWTP	Backup Material

Carter Machinery Company, Inc.

8362 Richfood Road; Mechanicsville, VA 23116

Gary Ouellette Phone (804) 823-1163

Wannie Cook Phone (757) 995-7530

May 9, 2022**Quotation No.: 31005200-R4**

Project: Massaponax Wastewater Treatment Plant Expansion
(This proposal is based on utilizing Sourcewell Contract #120617-CAT)

GENERATOR SET – BILL OF MATERIALS

One (1) New Outdoor Caterpillar Diesel-Fueled Packaged Generator Set Model C175-16 with Brushless Generator, 3000kW Standby Rated, 0.8P.F., 13200V (WYE), 3 Phase, Four-Wire, 60 HZ at 1800 RPM

Includes the following attachments and accessories:

- **Certifications**
 - EPA Stationary Emergency Certified (Tier 2 Emissions Levels)
 - Standby Power Application
- **Engine**
 - CI Engine
 - 84.7 L V16, 4-cycle Turbocharged SCAC
 - Electrical System, 24 VDC
 - ADEM A4 Electronic Governor
 - Air Cleaner with service indicator
 - Primary & Secondary Fuel Filters w/ water separator
 - Fuel Priming Pump
 - Lube Oil
- **Generator**
 - Insulation System, Class H
 - Drip Proof Generator Air Intake (NEMA 2,IP23)
 - Electrical design in accordance with BS5000 Part 99, EN61000-6, IEC60034-1, NEMA MG-1.33
 - 3042/2B Frame 2/3P FW Alternator, rated 105°C Temperature Rise over 40°C Ambient
 - Permanent Magnet (PMG) Excitation System
 - Integrated Voltage Regulator (IVR) (Digital)
 - Anti-Condensation Space Heater
- **Mounting System**
 - Heavy-duty fabricated Steel Skid Base Rail with Lifting Points
 - Complete OSHA guarding
 - Vibration Isolator Set
 - Lube Oil and Coolant Drains extended to the edge of base
- **Cooling System**
 - Engine Mounted Radiator with Blower Fan and protective guards
 - High Ambient Radiator ambient capability at 300M (984ft), up to 43°C (110°F) at 3000kW
 - 50/50 Ethylene Glycol Extended Life Coolant Mix
 - Remote Fuel Cooler, 24VDC

- Starting System
 - Quadruple Electric Starting Motor, 24V_{DC}
 - Battery Charging Alternator, engine mounted
 - Battery Set, 24VDC System, (12) 12V Lead Acid Type, to include Battery Rack and Cables
 - Battery Charger, Auto-Equalize, 24VDC, 50 Amp Output, 120 or 208-240VAC Single-Phase Input
 - Jacket Water Heater with circulating pump, (1) 9000W, 208-240VAC Three-Phase Input
- Control Panel
 - EMCP 4.3 Series Digital Generator Set Control Panel, Micro-processor controlled, NFPA Compliant, NEMA 1 enclosure
 - The Cat® EMCP 4 offers fully featured power metering, protective relaying and engine and generator control and monitoring.
 - Engine and generator controls, diagnostics, and operating information are accessible via the control panel keypads; diagnostics from the EMCP 4 optional modules can be viewed and reset through the EMCP 4
 - Inputs & Outputs:
 - Two Dedicated Digital Inputs; Twelve Programmable Digital Inputs; Three Programmable Analog Inputs; Sixteen Programmable Digital Outputs; Three Programmable Analog Outputs
 - Communications:
 - Primary & Accessory CAN Data Links; RS-485 Annunciator Data Link; Modbus RTU (RS-485 Half Duplex, Modbus TCP (10BT Ethernet)
 - Local Mounted NFPA 99/110 Alarm Annunciator
 - Local Mounted Emergency Stop Switch
 - Remote Wall-mount MV/HV configuration
- Power Termination Equipment (No Circuit Breaker)
 - Right Hand mounted Extension Box with Load Take-off Buss Bar:
 - NEMA standard hole configuration
- Packaged Generator Set
 - Complete system designed and built at ISO 9001:2000 certified facilities
 - Factory tested to design specifications at full load conditions and all protective devices and control functions simulated and checked.
 - Equipment Finish
 - All electroplated hardware or stainless steel
 - Anticorrosive paint protection
 - High gloss polyurethane paint for durability and scuff resistance
 - Quality Standards
 - BS4999,BS5000,BS5514,EN61000-6,IEC60034,NEMA MG-1.33,NFPA 110 (with optional equipment)
- Enclosure
 - Custom Sound Attenuated, Weather Proof Enclosure. Walk-In Type. Constructed from Steel, paint choice from standard color chart
 - Sound levels of 78dBA @33FT operating at 100% load.
 - Rear air intake plenum w/fixed intake louvers, screen, and sound packs
 - Motorized intake dampers
 - Radiator vertical air discharge plenum w/screen & access door
 - Gravity discharge dampers
 - Lockable enclosure doors- one double door and one single door per side of enclosure
 - Exhaust system w/ hospital grade silencer, mounted inside enclosure
 - 208/120V shore power load center w/main breaker and branch breaker
 - AC LED lighting package with GFCI receptacle(s) and switch(es)
 - LED emergency battery lights w/120V supply
 - Enclosure space heater(s) and vent fan Assembly

- Generator accessories installed and wired to load center
 - Lube oil and coolant drains extended to exterior of the enclosure
 - External E-Stop station with cover
 - 120 MPH Wind Rated
- Custom 24-Hour at 100% Load, 5075 Usable Gallon Sub-base Tank. UL142 Listed, Double Walled. Constructed from Steel, Painted Black
 - Primary and secondary vent package per UL/NFPA
 - Fuel Tank Fill with Lockable Cap
 - Direct Read Fuel Gauge
 - Low Fuel Level and Leak Detection Alarm
 - 90% High Level Alarm
- Custom Access Stair & Platform Assembly, one set per side of enclosure to cover entry doors only, built to OSHA standard. Ships loose for Contractor Installation
- Generator Switchgear
 - Provide 1200A Free-standing MV Metal-Clad Switchgear to be mounted and wired inside generator enclosure.
 - Structural Configuration:
 - Generator Breaker, 1 section line-up
 - Nominal System Voltage: 13200VAC, 3PH, 3W
 - Gear Certification: UL MV
 - Main Bus Rating: 1200 A
 - Short Circuit Rating: 25kA
 - Enclosure Rating: NEMA 1
 - Cable Access: Rear Access, Incoming Top Entry, Outgoing Bottom Exit
 - Breaker Control Power: 125VDC Charge, Close, Trip
 - Seismic Certification: IBC/CBC
 - Accessories:
 - Standard Breaker Accessory Kit
 - Breaker Lifting Device
 - Test Cabinet
 - Generator Power Section:
 - 1200A Frame EO Circuit Breaker
 - Current Transformers
 - Generator Differential Current Transformers
 - MOC Contacts: 9-pole
 - TOC Contacts: 9-pole
 - 86 Lockout Device
 - Protective Relaying:
 - Multilin Model 889 Generator Management Relay
 - Battery System:
 - (1) 125VDC Battery System
 - Flooded Lead Calcium
 - Battery Rack
 - Wall-Mounted Charger
 - Accessories:
 - Hydrometer & Thermometer
- Dimensions and Weights
 - Generator Set and Enclosure. Overall Dimensions 588”L x 160”W x 190”H. Weight 98,000 lbs.
 - Access Stair & Platform Assembly. 42”W x 18”H each.
 - Design Note: Unit to ship in two sections for assembly at site by others.
 - Generator Set with Sub-base Tank. 588”L x 160”W x 163”H. Weight 78,000 lbs.
 - Enclosure. 588”L x 160”W x 172”H. Weight 20,000 lbs.

- Ship Loose Generator Accessories
 - One (1) Remote NFPA 99/110 Alarm Annunciator
 - One (1) Set Operation and Maintenance Manuals
 - Spare Parts Set- Fuses, Filters, Touchup Paint
- Factory Certified Test Reports
 - STD 0.8PF Load Test Report
- Warranty
 - 5 Year Factory Warranty from ship date
- Site Field Services
 - Standard On-Site Generator Set Start-Up Procedures with 2HR Load Test at 1.0PF
 - Acceptance Testing Support
 - Owner / Operator Training
 - 12 Month Initial Maintenance Service

Total Base Model List Price (C175-16 PGAL Generator Set) \$1,345,608.00*
 Less Sourcewell Member Discount (29%) (\$390,226.32)

Total Sourcewell Member Base Model Price (C175-16 PGAL Generator Set) \$955,381.68*
***Price does not include State or Local Sales Taxes (To be added if applicable)**

Total Base Model List Price (Cat Switchgear) \$205,678.00*
 Less Sourcewell Member Discount (12%) (\$24,681.36)

Total Sourcewell Member Base Model Price (Cat Switchgear) \$180,996.64*
***Price does not include State or Local Sales Taxes (To be added if applicable)**

Total Sourced Goods and Support Services List Price \$460,815.00*
 Less Sourcewell Member Discount (5%) (\$23,040.75)

Total Sourced Goods and Support Services Price \$437,774.25*
***Price does not include State or Local Sales Taxes (To be added if applicable)**

PLANS AND SPECIFICATON COMMENTS

- Generator Set Package is certified to U.S. EPA Stationary Emergency standards, to be used in Emergency applications only.
- This configuration is optimized for fast starting and standard altitude.
- This configuration accepts 100% block load in one step and facilitates compliance with NFPA 110, Type 10 starting and loading requirements.
- This configuration conforms to ISO 8528-5 G3 load acceptance criteria.

263213	2.3.C.	Deviation	Predicted Transient Voltage Performance: 0-50 step load VDip 11%. Recovery time less than 3 seconds.
263213	2.3.F.	Deviation	Predicted Transient Frequency Performance: 0-50 step load FDip 5.7%. Recovery time less than 3 seconds.
263213	2.4.F.	Deviation	Specification calls for 480V <i>single phase</i> Jacket Water Heater. Our proposal includes a 208V <i>single phase</i> Jacket Water Heater to match enclosure accessories panelboard 2.13.C. Please contact Carter if a 480V heater is required.
263213	2.5.A.	Deviation	Specification calls for an <i>engine mounted radiator</i> with ambient rating of 122F

			(50C). Our proposal includes an <i>engine mounted radiator</i> with ambient capability 110F (43C). A remote radiator solution would be needed to meet specification. Please contact Carter if 122F (50C) ambient rating is required.
263213	2.6.E.	Clarification	Our proposal includes exhaust thermal insulation blankets.
263213	2.11.D.	Clarification	Our proposal includes an alternator with 105 degree C maximum temperature rise per specification. We can offer a VE DEDUCT Option of \$15,505.69 for a 130 degree C temperature rise alternator.
263213	2.13.6	Deviation	Our proposed generator enclosure includes 3" 14 GA galvaneal panel construction.
263213	2.13.7.	Deviation	Our proposed generator enclosure roof is comprised of multiple sections.
263213	Part 3	Exception	Part 3- Execution to be performed by others. Carter has included our standard Manufacturer Field Services to include equipment start-up procedures, load test, and operator training.
261319	2.1.G.	Clarification	Our proposed switchgear utilizes Eaton VCP-W circuit breaker and components.
261319	2.2.E.	Clarification	Our proposed switchgear bus insulation is fluidized bed alied epoxy, not sleeving.
261319	2.3.C.3.	Exception	Our proposed switchgear VCP-W breaker does not have a "slow close" provision, contacts are contained within vacuum interrupter which prevents inspection.
261319	2.4.B.3	Exception	GE Multilin descriptive information does not indicate functions 50S or 60FL.
261319	2.4.B.12	Clarification	Our proposed switchgear includes a GE Multilin 889 generator protective relay. This is the current version of the specified Multilin Model 489.
261319	2.5.E.5.	Clarification	Our proposed battery system utilizes cable connections, not bus bars.
261319	2.13.A.	Exception	Switchgear will not be tested at 13200 rated voltage.
261319	2.7.A.	Clarification	No special testing is included. Standard circuit breaker test reports only will be provided.
261319	Part 3	Exception	Part 3- Execution to be performed by others. Carter has included installation and connection of the generator switchgear inside the generator enclosure and operator training in conjunction with the generator set.

GENERAL NOTES AND COMMENTS

- This proposal is based on utilizing Sourcewell Contract #120617-CAT.
- Sourcewell Contract #120617-CAT and Member's ID# must be referenced on the purchase order.
- Nameplates and Identification plates to be provided by others
- Any Coordination Studies to be provided by others
- All On-Site 3rd Party Agency test requirements such as NETA Acceptance Testing, Exhaust Emissions Testing, Infrared Scanning, Harmonic-Content Tests, Noise Level Tests, ect. to be provided by others
- Any Startup / Commissioning / Load Testing / Demonstrations / and Training to be performed during normal business hours M-F 7:30 AM – 4:00 PM unless otherwise noted.
- Dimensions and Weights are estimates for reference only. Do not use for installation design or construction.

RELATED ITEMS NOT INCLUDED:

- Customer is responsible for off-loading of equipment at site including any necessary crane & rigging.
- Customer is responsible for installation of equipment and compliance with all City or Local Codes including any applicable permits and licenses.
- Customer is responsible for all fuel in order to complete commissioning, testing and final fill.
- This Quote does not include any applicable State or Local Sales Taxes

LEAD TIMES

- Generator Submittals for Approval: 4-6 weeks – After Receipt of Customer Purchase Order
- Generator Set and Enclosure Production: **60-63 weeks** – After Final Approval & Release to Manufacturer
- Add 3 weeks for any special or witness testing
- Mobilization to Jobsite: 1-2 weeks – After Factory Ready to Ship Date
- Switchgear Long Lead Submittals for Approval: 4-6 weeks – After Receipt of Customer Purchase Order
- Switchgear Standard Submittal Drawings: 8-10 weeks – After Receipt of Customer Purchase Order

- Switchgear Production: **28-30 weeks** – After Final Approval & Release to Manufacturer
- Mobilization to Jobsite: 1-2 weeks – After Factory Ready to Ship Date

TERMS

- Net Thirty (30) Days with Approved Credit
- Quotation is Valid for Thirty (30) Days from date of this Proposal

CARTER MACHINERY CO., INC.

By:

Gary Ouellette

Gary Ouellette – Power Systems Sales Representative

Wannie V. Cook

Wannie V. Cook – Power Systems Sales Engineer

Carter Machinery Company, Inc., is quoting this project as a material supplier only and is, therefore, exempt from provisions in the contract documents, if any, pertaining to subcontractor performance bonds and retainages. The equipment and services listed in this quotation are being offered as our interpretation of the specification and application requirements. We have included herein a complete listing of the equipment and services we propose to supply.



County of Spotsylvania
Procurement Division
8800 Courthouse Road (P.O. Box 215)
Spotsylvania, VA 22553
Ph. 540/507-7596

**PURCHASE
ORDER**

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

P.O. NUMBER 22072

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

To: Carter Machinery Company, Incorporated
8362 Richfood Road
Mechanicsville, VA 23116

Ship To: Massaponax Wastewater Treatment Plant
3308 Dill Smith Drive
Fredericksburg, VA 22408

Attn: Gary Ouellette
Gary.Ouellette@cartermachinery.com

Attn: Julia Monat

PO DATE		SHIP VIA	F.O.B. POINT	TERMS	
June 15, 2022			Destination	Net 30 Days	
QTY	UNIT	DESCRIPTION		UNIT PRICE	TOTAL
1	Each	New Outdoor Caterpillar Diesel-Fueled Packaged Generator Set Model C175-16 with Brushless Generator, 3000kW Standby Rated, 0.8P.F., 13200V (WYE), 3 Phase, Four-Wire, 60 HZ at 1800RPM		\$955,381.68	\$955,381.68
1	Each	Cat Switch gear		\$180,996.64	\$180,996.64
1	Each	Sourced Goods and Support Services		\$437,774.25	\$437,774.25
Contract documents consist of:					
1. Spotsylvania County Purchase Order #22072 dated June 15, 2022 and Spotsylvania County Purchase Order General Terms and Conditions dated February 25, 2019;					
2. Carter Machinery Company, Incorporated Quote 31005200-R4 dated May 9, 2022;					
3. Contract Acceptance and Award between Sourcewell and Caterpillar, Incorporated, Sourcewell Contract No. 120617-CAT dated January 29, 2018, effective January 29, 2018 through January 29, 2023;					
4. Sourcewell Request for Proposal No. 120617 for the procurement of Electrical Energy Power Generation with related Parts, Supplies and Services, Attachments and Supplies dated December 7, 2017.					
TERM MAY 13, 2019 THROUGH MAY 13, 2023					
TOTAL					\$1,574,152.57

If there are any questions concerning this purchase order, please contact Katie Baird
– Spotsylvania County Procurement Division. Ph. 540/507-7586

1. Please send one copy of your invoice.
2. In accordance with the prices, terms, delivery method, and specifications, including warranties, pursuant to any IFB and bid documents, or referenced Terms & Conditions delineated above.
3. Delivery constitutes acceptance of all terms and conditions.
4. Please notify us immediately if you are unable to ship as specified.
5. Send all invoices to:
Spotsylvania County Utilities
600 Hudgins Road
Fredericksburg, VA 22408
6. Pursuant to Virginia Code §2.2-4311.1, seller warrants that during the performance of this contract, it will not employ unauthorized alien workers, as defined by the Immigration Reform and Control Act of 1986.

FOR OFFICIAL USE ONLY

Requisitioning Department: Utilities

Requisitioner: Julia Monat

Edward Petrovitch
County Administrator

County Attorney

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



SPOTSYLVANIA COUNTY PURCHASE ORDER GENERAL TERMS AND CONDITIONS

1. All prices unless otherwise specified are F.O.B. Destination with transportation charges prepaid.
2. If shipment is made by freight or express and charges added to invoice, the original bill of lading properly receipted shall accompany invoice. All charges must be prepaid.
3. Deliveries against this order must be free of excise, transportation, or state sales taxes. State sales and use tax certificate of exemption form will be issued upon request.
4. Purchase Order number shall be shown by Contractor on all related invoices, delivery memoranda, bills of lading, packages and/or correspondence.
5. Invoice terms are Net 30 days.
6. The CONTRACTOR providing services to the County under this Purchase Order Agreement represents and warrants to the County that it is:
 - A. Conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act, and where applicable, to the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended.
 - B. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986 and Virginia Code§ 2.2-4311.1;
 - C. 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;
 - D. Complying with federal, state and local laws and regulations applicable to the performance of the goods and services procured, the work performed pursuant to the Agreement shall conform to all professional principles generally accepted as standards of the industry in the Commonwealth, the CONTRACTOR'S work performed shall be free of defects, and any new materials and equipment furnished under this Agreement shall be of good quality and in working condition; and
 - E. Complying fully with the Virginia Conflict of Interest Act.
 - F. Authorized to transact business in the Commonwealth of Virginia, pursuant to Section 2.2-4311.2 of the Code of Virginia.
7. CONTRACTOR'S performing work for the County shall maintain at a minimum, the following insurance coverage, if the work is performed by any type of corporation, partnership, or licensed business. An Automobile liability policy may be under a personal policy for a sole proprietor.
MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:
 - A. Worker's Compensation – Statutory requirements and benefits
 - B. Employers Liability - \$100,000
 - C. Commercial General Liability - \$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence. These coverages are to include Products/Completed Operations, Personal & Advertising Injury, and Independent Contractor's Liability
 - D. Automobile Liability \$1,000,000.
 - E. Professional Liability, if required, under Professional Services.The County, Board of Supervisors and employees, shall be named as additional insured on Auto and General liability Policies. The County reserves the right to require the Contractor to provide evidence of required insurance coverage.
8. During the performance of this Agreement, CONTRACTOR agrees that:
 - A. 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; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor that such Contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement; and

- B. 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 sub-CONTRACTOR or CONTRACTOR.
9. During the performance of this Agreement, the CONTRACTOR agrees to:
 - A. Provide a drug-free workplace for the CONTRACTOR'S employees; and comply with the Federal Drug Free Workplace Act.
 - B. 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;
 - C. State in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR that the CONTRACTOR maintains a drug-free workplace; and
 - D. 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 CONTRACTOR.
 - E. 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.
10. The parties agree that this Agreement is governed by and shall be interpreted in accordance with the laws of the Commonwealth of Virginia, and that proper venue, in the event of litigation concerning this matter, shall be in the Circuit Court of Spotsylvania County, Virginia. The parties agree that any litigation involving this Agreement shall be brought only in such court. In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall pay their own attorney's fees, costs and expenses.
11. Pursuant to Section 2.2-4354 of the Code of Virginia, (1950, as amended), the CONTRACTOR covenants and agrees to:
 - A. Within seven (7) days after receipt of any amounts paid to the CONTRACTOR under the Agreement, (i) pay any subcontractor for its proportionate share of the total payment received from the COUNTY attributable to the work under the Contract 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;
 - B. Provide its federal employer identification number or social security number, as applicable, before any payment is made to the CONTRACTOR under the Agreement;
 - C. Pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the CONTRACTOR on all amounts owed by the CONTRACTOR that remain unpaid after seven (7) days following receipt by the CONTRACTOR of payment from the COUNTY for work performed by the subcontractor under the Agreement; and
 - D. Include in its contracts with any and all subcontractors the requirements of 1, 2, and 3 above.
12. CONTRACTOR shall indemnify, defend and hold harmless the COUNTY and its 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 CONTRACTORS or employees, or anyone else for whom CONTRACTOR is or may be responsible. This section shall survive the termination of this Agreement.
13. Spotsylvania County reserves its rights of ownership to all material given to the Contractor by Spotsylvania County and to all background information, documents, and computer software and documentation developed by the Contractor in performing any Contract resulting from this procurement.
14. Spotsylvania County shall have the right to terminate at Spotsylvania County's convenience, with or without cause, any contract resulting from this Purchase Order by specifying the date of termination in a written notice. In this event, the Contractor shall be entitled to just and equitable compensation for any authorized satisfactory work done or any items/materials accepted by Spotsylvania County.
15. CONTRACTOR acknowledges that the Spotsylvania County Procurement Policy is applicable to this Agreement. The Spotsylvania County Procurement Policy governing this Agreement may be accessed at:
<https://www.spotsylvania.va.us/377/Spotsylvania-County-Policies>



SPOTSYLVANIA COUNTY

Massaponax WWTP Improvements/Expansion

Project Budget Worksheet

Project #: SR1804

	Current Budget (as of June 3, 2022)	Revisions (June 14, 2022)	Revised Balance (June 14, 2022)
<u>Project Costs:</u>			
Machinery & Equipment	\$0	\$0	\$0
Carter Machinery Co., Inc	\$0	\$1,574,153	\$1,574,153
Design	\$3,496,905	\$0	\$3,496,905
Construction	\$24,966,342	(\$1,574,153)	\$23,392,189
Total Project Costs	\$28,463,247	\$0	\$28,463,247
<u>Project Funding:</u>			
Cash	\$26,539,407	\$0	\$26,539,407
State Grant	\$610,000	\$0	\$610,000
Bonds	\$1,313,840	\$0	\$1,313,840
Total Project Funding	\$28,463,247	\$0	\$28,463,247

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

Meeting Date:	June 14, 2022
Title:	Approval of Purchase Order to Carter Machinery for a Wheel Loader for the Livingston Landfill

Type:	Action
Agenda Title:	Approval of Purchase Order to Carter Machinery for a Wheel Loader for the Livingston Landfill
Recommendation:	Approval of a Purchase Order to Carter Machinery in the amount of \$379,915.03 for the purchase of a wheel loader for the Livingston Landfill.
Summary:	A Request for Proposal (RFP) was issued for Heavy Construction Equipment with related accessories, attachments, and supplies by Sourcewell of which the County is a member. The County is purchasing a new model year CAT wheel loader from the authorized dealer Carter Machinery Company, Inc.
Financial Impact:	Adequate funding is budgeted and appropriated within project SR1502 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
Additional Background/Other Considerations:	The purchase order has been approved as to form by the County Attorney's Office.
Consequence of Denial/Inaction:	If not approved then the potential exists for the current unit to sustain a mechanical failure which could be extremely costly to repair. The current unit has over 12,000 hours of service and has exceeded its working life expectancy. We are looking to be proactive and to replace this unit before it incurs costly repair work. Additionally, we will recoup money by salvaging the existing unit because it still has value.

ATTACHMENTS:

File Name	Description	Type
Project_Budget_Wrksht_SR1502.pdf	Project Budget Worksheet	Backup Material
Spotsylvania_950_QT173645R1S1_2_(002).pdf	Quote	Backup Material
PO_22071.pdf	Purchase Order	Purchase Order



SPOTSYLVANIA COUNTY

Replacement Equipment - Composting

Project Budget Worksheet

Project # SR1502

	Current Budget (as of May 31, 2022)	Revisions (June 14, 2022)	Revised Balance (June 14, 2022)
<u>Project Costs:</u>			
Machinery & Equipment	\$680,579	(\$379,915)	\$300,664
Carter Machinery	\$0	\$379,915	\$379,915
Total Project Costs	\$680,579	\$0	\$680,579
<u>Project Funding:</u>			
Cash	\$680,579	\$0	\$680,579
Total Project Funding	\$680,579	\$0	\$680,579

The Carter logo consists of the word "Carter" in a bold, black, sans-serif font, centered within a yellow rectangular background.The CAT logo features the letters "CAT" in a bold, white, sans-serif font, positioned to the right of a stylized yellow triangle that points upwards. The entire logo is set against a black rectangular background.

April 6, 2022 REVISED

SPOTSYLVANIA COUNTY
(LIVINGSTON LANDFILL)
SPOTSYLVANIA, Virginia 22553-0116

Atten: David Blizzard

RE: Quote 173645-01

Dear David:

Thanks for the opportunity to help with your equipment needs. Per our conversation, here's current purchase information for a new Cat 950 high lift with a fusion coupler and high dump bucket.

CAT 950M wheel loader with all standard equipment, plus these additional specifications:

ID# : **SERIAL NUMBER :** **YEAR : 2022** **HOURS :**

MACHINE SPECIFICATIONS

Description	Reference No
950M WHEEL LOADER	464-2600
LANE 2 ORDER	0P-9002
REGIONAL PKG, AM-N	543-3587
STANDARD PKG WITH AD/CPM RDY	513-5389
LINKAGE, HIGH LIFT	538-2777
COUNTERWEIGHT, 1460KG	393-0072
AIR INLET PRECLEANER, TRASH	365-0121
AXLES, MANUAL/OPEN, ED	609-2318
HYDRAULICS, 3V RC HL	500-2570
HYDRAULIC OIL, STANDARD	366-9912
STARTING, COLD (120V)	373-3911
LIGHTS, LED	522-3605
WINDOWS, STANDARD, FRONT GUARD	493-9619
STEERING SYST, STD, JOY	538-2794
JOYSTICK 3V, STEERING JOYSTICK	539-6046
MANUAL DIFF, STEERING JOYSTICK	384-7004
FILTRATION, STD, PRECLEANER	505-1520
CAB TRIM, DELUXE (LHD)	538-2774
PREMIUM CORP RADIO (12V)	600-3625
PRODUCT LINK, CELLULAR PLE641	434-0691
COOLING CORES, 6 FPI	521-9359
FAN, REVERSING, VPF, ANSI	513-5393
ANTIFREEZE, -34C (-29F)	371-7064

Description	Reference No
TIRES, 23.5R25 MX XHA2 * L3	373-4052
FENDERS, BASIC +	464-6672
HOOD, NON-METALLIC	336-0000
SOUND SUPPRESSION, STANDARD	465-6576
AUTOLUBE, HL	538-2793
SERIALIZED TECHNICAL MEDIA KIT	421-8926
RADIO, CB (READY)	372-1603
LIGHT, WARNING BEACON	491-7467
GUARD, TILT CYLINDER	360-8835
GUARD, HINGED, POWERTRAIN	399-4332
WHEEL CHOCKS	506-4369
QUICK COUPLER READY, HL	373-3904
LINES GP-IMPLEMENT 3V (QC)	378-8421
QUICK COUPLER, FUSION	349-5246
TRANSPORT GROUP, NO WORKTOOL	361-1437
BKTA HD ST 115" 8.0 YD3 FUS	384-0756

CAT LIST PRICE	\$497,025.00
SOURCEWELL DISCOUNT 18%	(\$89,465.00)
ADDITIONAL DISCOUNT	(\$34,926.97)
FREIGHT, DELIVERY, PREP	\$7,282.00
SELL PRICE	\$379,915.03
EXT WARRANTY	Included
NET BALANCE DUE	\$379,915.03
AFTER TAX BALANCE	\$379,915.03

WARRANTY/EXTENDED COVERAGE

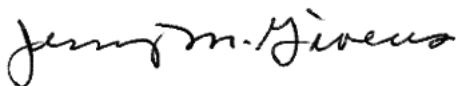
Standard Warranty:	12 Months/Unlimited Hours
Extended Warranty:	36-Months/5,000 Hours Power Train + Hydraulics + Technology

FOB: Customer Site

This quotation is valid for 30 days. This is current pricing. CAT price increases may impact final purchase price. Delivery is subject to prior sale.

Let me know how I can help.

Sincerely,



Jerry Givens
Account Manager
Direct Dial - 540-538-2255



County of Spotsylvania
Procurement Division
8800 Courthouse Road (P.O. Box 215)
Spotsylvania, VA 22553
Ph. 540/507-7596

PURCHASE ORDER

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

P.O. NUMBER 22071

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

To: Carter Machinery Company, Incorporated
50 Commerce Parkway
Fredericksburg, VA 22408

Ship To: Livingston Landfill
6241 Massey Road
Spotsylvania, VA 22551

Attn: Jerry Givens
jerry_givens@cartermachinery.com

Attn: Brian Orrock

PO DATE		SHIP VIA	F.O.B. POINT	TERMS
June 15, 2022			Destination	Net 30 Days
QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	Each	2022 CATERPILLAR 950M Wheel Loader Contract documents consist of: 1. Spotsylvania County Purchase Order #22071 dated June 15, 2022 and Spotsylvania County Purchase Order General Terms and Conditions dated February 25, 2019; 2. Carter Machinery Company, Incorporated Quote 173645-01 dated April 6, 2022 (revised); 3. Contract Acceptance and Award between Sourcewell and Caterpillar, Incorporated, Sourcewell Contract No. 032119-CAT dated May 10, 2019, effective May 13, 2019 through May 13, 2023; 4. Sourcewell Request for Proposal No. 032119 for the procurement of Heavy Construction Equipment with Related Accessories, Attachments and Supplies dated January 31, 2019. TERM MAY 13, 2019 THROUGH MAY 13, 2023	\$379,915.03	\$379,915.03
TOTAL				\$379,915.03

If there are any questions concerning this purchase order, please contact Katie Baird
- Spotsylvania County Procurement Division. Ph. 540/507-7586

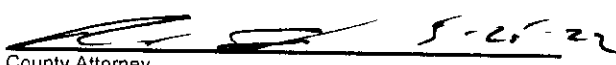
1. Please send one copy of your invoice.
2. In accordance with the prices, terms, delivery method, and specifications, including warranties, pursuant to any IFB and bid documents, or referenced Terms & Conditions delineated above.
3. Delivery constitutes acceptance of all terms and conditions.
4. Please notify us immediately if you are unable to ship as specified.
5. Send all invoices to:
Spotsylvania County Utilities
600 Hudgins Road
Fredericksburg, VA 22408
6. Pursuant to Virginia Code §2.2-4311.1, seller warrants that during the performance of this contract, it will not employ unauthorized alien workers, as defined by the Immigration Reform and Control Act of 1986.

FOR OFFICIAL USE ONLY

Requisitioning Department: Landfill

Requisitioner: Brian Orrock

Edward Petrovitch
County Administrator


County Attorney

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



SPOTSYLVANIA COUNTY PURCHASE ORDER GENERAL TERMS AND CONDITIONS

1. All prices unless otherwise specified are F.O.B. Destination with transportation charges prepaid.
2. If shipment is made by freight or express and charges added to invoice, the original bill of lading properly receipted shall accompany invoice. All charges must be prepaid.
3. Deliveries against this order must be free of excise, transportation, or state sales taxes. State sales and use tax certificate of exemption form will be issued upon request.
4. Purchase Order number shall be shown by Contractor on all related invoices, delivery memoranda, bills of lading, packages and/or correspondence.
5. Invoice terms are Net 30 days.
6. The CONTRACTOR providing services to the County under this Purchase Order Agreement represents and warrants to the County that it is:
 - A. Conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act, and where applicable, to the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended.
 - B. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986 and Virginia Code § 2.2-4311.1;
 - C. 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;
 - D. Complying with federal, state and local laws and regulations applicable to the performance of the goods and services procured, the work performed pursuant to the Agreement shall conform to all professional principles generally accepted as standards of the industry in the Commonwealth, the CONTRACTOR'S work performed shall be free of defects, and any new materials and equipment furnished under this Agreement shall be of good quality and in working condition; and
 - E. Complying fully with the Virginia Conflict of Interest Act.
 - F. Authorized to transact business in the Commonwealth of Virginia, pursuant to Section 2.2-4311.2 of the Code of Virginia.
7. CONTRACTOR'S performing work for the County shall maintain at a minimum, the following insurance coverage, if the work is performed by any type of corporation, partnership, or licensed business. An Automobile liability policy may be under a personal policy for a sole proprietor.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

 - A. Worker's Compensation – Statutory requirements and benefits
 - B. Employers Liability - \$100,000
 - C. Commercial General Liability - \$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence. These coverages are to include Products/Completed Operations, Personal & Advertising Injury, and Independent Contractor's Liability
 - D. Automobile Liability \$1,000,000.
 - E. Professional Liability, if required, under Professional Services.

The County, Board of Supervisors and employees, shall be named as additional insured on Auto and General liability Policies. The County reserves the right to require the Contractor to provide evidence of required insurance coverage.
8. During the performance of this Agreement, CONTRACTOR agrees that:
 - A. 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; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor that such Contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement; and

- B. 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 sub-CONTRACTOR or CONTRACTOR.
9. During the performance of this Agreement, the CONTRACTOR agrees to:
 - A. Provide a drug-free workplace for the CONTRACTOR'S employees; and comply with the Federal Drug Free Workplace Act.
 - B. 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;
 - C. State in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR that the CONTRACTOR maintains a drug-free workplace; and
 - D. 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 CONTRACTOR.
 - E. 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.
10. The parties agree that this Agreement is governed by and shall be interpreted in accordance with the laws of the Commonwealth of Virginia, and that proper venue, in the event of litigation concerning this matter, shall be in the Circuit Court of Spotsylvania County, Virginia. The parties agree that any litigation involving this Agreement shall be brought only in such court. In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall pay their own attorney's fees, costs and expenses.
11. Pursuant to Section 2.2-4354 of the Code of Virginia, (1950, as amended), the CONTRACTOR covenants and agrees to:
 - A. Within seven (7) days after receipt of any amounts paid to the CONTRACTOR under the Agreement, (i) pay any subcontractor for its proportionate share of the total payment received from the COUNTY attributable to the work under the Contract 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;
 - B. Provide its federal employer identification number or social security number, as applicable, before any payment is made to the CONTRACTOR under the Agreement;
 - C. Pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the CONTRACTOR on all amounts owed by the CONTRACTOR that remain unpaid after seven (7) days following receipt by the CONTRACTOR of payment from the COUNTY for work performed by the subcontractor under the Agreement; and
 - D. Include in its contracts with any and all subcontractors the requirements of 1, 2, and 3 above.
12. CONTRACTOR shall indemnify, defend and hold harmless the COUNTY and its 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 CONTRACTORS or employees, or anyone else for whom CONTRACTOR is or may be responsible. This section shall survive the termination of this Agreement.
13. Spotsylvania County reserves its rights of ownership to all material given to the Contractor by Spotsylvania County and to all background information, documents, and computer software and documentation developed by the Contractor in performing any Contract resulting from this procurement.
14. Spotsylvania County shall have the right to terminate at Spotsylvania County's convenience, with or without cause, any contract resulting from this Purchase Order by specifying the date of termination in a written notice. In this event, the Contractor shall be entitled to just and equitable compensation for any authorized satisfactory work done or any items/materials accepted by Spotsylvania County.
15. CONTRACTOR acknowledges that the Spotsylvania County Procurement Policy is applicable to this Agreement. The Spotsylvania County Procurement Policy governing this Agreement may be accessed at:
<https://www.spotsylvania.va.us/377/Spotsylvania-County-Policies>

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

Meeting Date:	June 14, 2022
Title:	Approval of Purchase Order to Mid-Atlantic Waste Systems for Refuse and Recycle Container Replacement for the Chancellor Landfill

Type:	Action
Agenda Title:	Approval of Purchase Order to Mid-Atlantic Waste Systems for Refuse and Recycle Container Replacement for the Chancellor Landfill
Recommendation:	Approval of a Purchase Order to Mid-Atlantic Waste Systems in the amount of \$364,800.00 for the purchase of compaction containers to be used at the Chancellor Landfill.
Summary:	A Request for Proposal (RFP) was issued for Bulk Solid Waste and Recycling Equipment by Sourcewell of which the County is a member. The County is purchasing Marathon compaction containers from the authorized dealer Mid-Atlantic Waste Systems.
Financial Impact:	Adequate funding will be available within project SW2302 for award of this contract for this purpose once the FY 2023 budget is appropriated by the Board.
Staff Contacts:	Ben Loveday, Assistant County Administrator; Toni Vaughan, Procurement Division Administrator
Legal Counsel:	Will Moore, Senior Assistant County Attorney
Additional Background/Other Considerations:	The purchase order has been approved as to form by the County Attorney's Office.
Consequence of Denial/Inaction:	If not approved then the County will not be able to provide service at the convenience centers as the existing containers will not safely function and will have to be removed from service.

ATTACHMENTS:

File Name	Description	Type
-----------	-------------	------

PO_22074.pdf

Purchase Order

Purchase Order

RSSQ37395(2).pdf

Quote

Backup Material

Project_Budget_Worksheet_SW2302.pdf Project Budget Worksheet

Backup Material



County of Spotsylvania
Procurement Division
8800 Courthouse Road (P.O. Box 215)
Spotsylvania, VA 22553
Ph. 540/507-7586 Fax 540/582-6304

PURCHASE ORDER

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

P.O. NUMBER 22074

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

To: Mid-Atlantic Waste Systems
10641 Cordova Road
Easton, MD 21601

Ship To: Spotsylvania County Chancellor Landfill
5917 Harrison Road
Fredericksburg, VA 22407

Attn: Dennis Velez

Attn: Michael Gorham

		SHIP VIA	F.O.B. POINT	TERMS	
June 15, 2022			Destination	Net 30 Days	
QTY	UNIT	DESCRIPTION		UNIT PRICE	TOTAL
10	EA	Marathon RJ-40-OC 40 Yard Octagon Compaction Container;7 Gauge Sides; Universal 37" Understructure; rear ground rollers; front ground skids; rear container hold downs (specify location); standard door opening 46 3/8" H x 64" W and claw hookup; painted dark green		\$16,150.00	\$161,500.00
2	EA	Marathon RJ-40-OC 40 Yard Octagon Compaction Container;7 Gauge Sides; Universal 37" Understructure; rear ground rollers; front ground skids; rear container hold downs (specify location); standard door opening 46 3/8" H x 64" W and claw hookup; painted blue		\$16,150.00	\$32,300.00
12	EA	NE #2282 HD 40 Yard Refuse Container; ¼" floor; crossmembers on 14" centers; four (4) ground grease rollers; 6"x2"x.220" main rails; 1"x23"x15" hook plate; 10 GA 24" center sides and side posts; 3/16" 4-way bend rear corner posts; 3"x4" tubing .3/16" top rails; standard duty side swing tailgate; designed over floor; wear strips on rails; inverted angle on top rail, painted dark green Contract documents consist of: 1. Spotsylvania County Purchase Order #22074 dated June 15, 2022 and Spotsylvania County Purchase Order General Terms & Conditions dated February 25, 2019; 2. Mid Atlantic Waste Systems Quote #RSSQ373935 dated April 27, 2022; 3. Contract Acceptance and Award between Sourcewell and Marathon Equipment Company, Sourcewell Contract No. 040621-MEC dated May 25, 2021, effective May 25, 2021 through June 2, 2025; 4. Sourcewell Request for Proposal No. 040621 for the procurement of Bulk Solid Waste and Recycling Equipment dated April 6, 2021		\$14,250.00	\$171,000.00
				TOTAL	\$364,800.00

If there are any questions concerning this purchase order, please contact Katie Baird
- Spotsylvania County Procurement Division. Ph. 540/507-7586;

1. Please send one copy of your invoice.
2. In accordance with the prices, terms, delivery method, and specifications, including warranties, pursuant to any IFB and bid documents, or referenced Terms & Conditions delineated above.
3. Delivery constitutes acceptance of all terms and conditions.
4. Please notify us immediately if you are unable to ship as specified.
5. Send all invoices to:
County of Spotsylvania Utilities/Public Works Department
600 Hudgins Road
Fredericksburg, VA 22408
6. Pursuant to Virginia Code §2.2-4311.1, seller warrants that during the performance of this contract, it will not employ unauthorized alien workers, as defined by the Immigration Reform and Control Act of 1986.

FOR OFFICIAL USE ONLY

Requisitioning Department: Public Works

Requisitioner: Michael Gorham

Ed Petrovitch
County Administrator

County Attorney

5-31-22

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



SPOTSYLVANIA COUNTY PURCHASE ORDER GENERAL TERMS AND CONDITIONS

1. All prices unless otherwise specified are F.O.B. Destination with transportation charges prepaid.
2. If shipment is made by freight or express and charges added to invoice, the original bill of lading properly receipted shall accompany invoice. All charges must be prepaid.
3. Deliveries against this order must be free of excise, transportation, or state sales taxes. State sales and use tax certificate of exemption form will be issued upon request.
4. Purchase Order number shall be shown by Contractor on all related invoices, delivery memoranda, bills of lading, packages and/or correspondence.
5. Invoice terms are Net 30 days.
6. The CONTRACTOR providing services to the County under this Purchase Order Agreement represents and warrants to the County that it is:
 - A. Conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act, and where applicable, to the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended.
 - B. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986 and Virginia Code § 2.2-4311.1;
 - C. 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;
 - D. Complying with federal, state and local laws and regulations applicable to the performance of the goods and services procured, the work performed pursuant to the Agreement shall conform to all professional principles generally accepted as standards of the industry in the Commonwealth, the CONTRACTOR'S work performed shall be free of defects, and any new materials and equipment furnished under this Agreement shall be of good quality and in working condition; and
 - E. Complying fully with the Virginia Conflict of Interest Act.
 - F. Authorized to transact business in the Commonwealth of Virginia, pursuant to Section 2.2-4311.2 of the Code of Virginia.
7. CONTRACTOR'S performing work for the County shall maintain at a minimum, the following insurance coverage, if the work is performed by any type of corporation, partnership, or licensed business. An Automobile liability policy may be under a personal policy for a sole proprietor.
MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:
 - A. Worker's Compensation – Statutory requirements and benefits
 - B. Employers Liability - \$100,000
 - C. Commercial General Liability - \$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence. These coverages are to include Products/Completed Operations, Personal & Advertising Injury, and Independent Contractor's Liability
 - D. Automobile Liability \$1,000,000.
 - E. Professional Liability, if required, under Professional Services.The County, Board of Supervisors and employees, shall be named as additional insured on Auto and General liability Policies. The County reserves the right to require the Contractor to provide evidence of required insurance coverage.
8. During the performance of this Agreement, CONTRACTOR agrees that:
 - A. 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; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor that such Contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement; and

- B. 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 sub-CONTRACTOR or CONTRACTOR.
9. During the performance of this Agreement, the CONTRACTOR agrees to:
 - A. Provide a drug-free workplace for the CONTRACTOR'S employees; and comply with the Federal Drug Free Workplace Act.
 - B. 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;
 - C. State in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR that the CONTRACTOR maintains a drug-free workplace; and
 - D. 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 CONTRACTOR.
 - E. 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.
10. The parties agree that this Agreement is governed by and shall be interpreted in accordance with the laws of the Commonwealth of Virginia, and that proper venue, in the event of litigation concerning this matter, shall be in the Circuit Court of Spotsylvania County, Virginia. The parties agree that any litigation involving this Agreement shall be brought only in such court. In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall pay their own attorney's fees, costs and expenses.
11. Pursuant to Section 2.2-4354 of the Code of Virginia, (1950, as amended), the CONTRACTOR covenants and agrees to:
 - A. Within seven (7) days after receipt of any amounts paid to the CONTRACTOR under the Agreement, (i) pay any subcontractor for its proportionate share of the total payment received from the COUNTY attributable to the work under the Contract 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;
 - B. Provide its federal employer identification number or social security number, as applicable, before any payment is made to the CONTRACTOR under the Agreement;
 - C. Pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the CONTRACTOR on all amounts owed by the CONTRACTOR that remain unpaid after seven (7) days following receipt by the CONTRACTOR of payment from the COUNTY for work performed by the subcontractor under the Agreement; and
 - D. Include in its contracts with any and all subcontractors the requirements of 1, 2, and 3 above.
12. CONTRACTOR shall indemnify, defend and hold harmless the COUNTY and its 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 CONTRACTORS or employees, or anyone else for whom CONTRACTOR is or may be responsible. This section shall survive the termination of this Agreement.
13. Spotsylvania County reserves its rights of ownership to all material given to the Contractor by Spotsylvania County and to all background information, documents, and computer software and documentation developed by the Contractor in performing any Contract resulting from this procurement.
14. Spotsylvania County shall have the right to terminate at Spotsylvania County's convenience, with or without cause, any contract resulting from this Purchase Order by specifying the date of termination in a written notice. In this event, the Contractor shall be entitled to just and equitable compensation for any authorized satisfactory work done or any items/materials accepted by Spotsylvania County.
15. CONTRACTOR acknowledges that the Spotsylvania County Procurement Policy is applicable to this Agreement. The Spotsylvania County Procurement Policy governing this Agreement may be accessed at:
<https://www.spotsylvania.va.us/377/Spotsylvania-County-Policies>



Division of THC Enterprises, Inc.

Easton, MD * Baltimore, MD * Chesapeake, VA Chester, PA *
Clinton, MD * Cheswick, PA * Salem, VA

Phone 800-338-7274 Fax 410-820-9916

Visit us on the web! www.mawaste.com



PROPOSAL

Remittance Address for Deposits:

10641 Cordova Road
Easton, MD 21601

SOLD TO

Michael Gorham
Spotsylvania County
5917 Harrison Road
Fredericksburg, VA 22407

+1 540-207-0108

mgorham@spotsylvania.va.us

SHIP TO

Quote #: RSSQ37395

Account: 10055

Terms:

Date: 04/27/22

Sales Rep Dennis Velez

QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
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*This quote is offered in accordance with the pricing structure of
SOURCEWELL/NJPA CONTRACT ENVIRONMENTAL SOLUTIONS GROUP -
#040621-MEC*

10.00	Marathon RJ-40-OC 40 Yard Octagon Compaction Container; 7 Gauge Sides; Universal 37" Understructure; Rear Ground Rollers; Front Ground Skids; Rear Container Hold Downs (Specify Location); Standard Door Opening 46 3/8" H x 64" W and Claw Hookup; Painted Dark Green	\$16,150.00	\$161,500.00
10.00	Full Door Seal with Ratchet Latch		
10.00	Front Ground Rollers		
2.00	Marathon RJ-40-OC 40 Yard Octagon Compaction Container; 7 Gauge Sides; Universal 37" Understructure; Rear Ground Rollers; Front Ground Skids; Rear Container Hold Downs (Specify Location); Standard Door Opening 46 3/8" H x 64" W and Claw Hookup; Painted Blue	\$16,150.00	\$32,300.00
2.00	Full Door Seal with Ratchet Latch		
2.00	Front Ground Rollers		
12.00	NE #2282 HD 40 Yard Refuse Container; 1/4" Floor; Crossmembers on 14" Centers; Four-(4) Ground Grease Rollers; 6"x2"x.220" Main Rails; 1"x23"x15" Hook Plate; 10 GA 24" Center Sides and Side Posts; 3/16" 4-Way Bend Rear Corner Posts; 3"x4" Tubing .3/16" Top Rails; Standard Duty Side Swing Tailgate; Designed Over Floor; Wear Strips On Rails; Inverted Angle On Top Rail, Painted Dark Green	\$14,250.00	\$171,000.00

All built per manufacturer's standard specifications.

Due to the volatility of the fuel and steel markets, prices are subject to change without notice.

Price does not include any local, state, or federal excise tax.

Terms: Net 30 Days

QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
		Subtotal	\$364,800.00
		Federal Excise Tax	\$0.00
		Sales Tax	
		TOTAL *	\$364,800.00

*Total does not include optional items

*F.E.T will be charged on all applicable items unless
current F.E.T Exemption form is on file.*

X

Customer Approval to Process Order
Thank you for the opportunity to earn your business!

Date



SPOTSYLVANIA COUNTY

FY 2023 Refuse Collection Equipment Replacement

Project Budget Worksheet

Project # SW2302

	Current Budget*	Revisions	Revised Balance
	(as of June 1, 2022)	(June 14,2022)	(June 14,2022)
<u>Project Costs:</u>			
Machinery & Equipment	\$1,546,400	(\$364,800)	\$1,181,600
Mid-Atlantic Waste Systems	\$0	\$364,800	\$364,800
Total Project Costs	\$1,546,400	\$0	\$1,546,400

<u>Project Funding:</u>			
Cash	\$1,546,400	\$0	\$1,546,400
Total Project Funding	\$1,546,400	\$0	\$1,546,400

***Note:** The "Current Budget" amount includes \$1,546,400 to be added to this project in FY 2023 as part of the FY 2023 Adopted CIP.

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

Meeting Date:	June 14, 2022
Title:	Approval of Resolution by the Economic Development Authority for the Issuance of Revenue Bonds for the Heights at Jackson Village Phase I Housing Facility

Type:	Action, Resolution
Agenda Title:	Approval of Resolution by the Economic Development Authority for the Issuance of Revenue Bonds for The Heights at Jackson Village Phase I Housing Facility
Recommendation:	Staff recommends the Board of Supervisors' adoption of a resolution to approve Revenue Bond Financing for the The Heights at Jackson Village Phase 1 Housing Facility in the amount of \$3,950,000.
Non-Staff Name and Title of Presenters:	Adoption of a resolution approving the EDA's upcoming The Heights at Jackson Village Phase I revenue bond issuance for the issuance of Revenue Bond Financing in the amount of \$3,950,000 for The Heights at Jackson Village, LP, consisting of completion of the approximately 187 residential units located at 9301 Patriot Highway, Fredericksburg, in Spotsylvania County.
Summary:	The bonds are for final completion costs related to the approximately 187 affordable apartments at the The Heights at Jackson Village Phase I development at 9301 Patriot Highway. The Heights at Jackson Village Phase I has requested that the EDA and the Board of Supervisors approve these bonds to help finance the completion of the project. The bonds are not obligations of the EDA or the County and have no impact on the County's debt ratings. They are "pass through" or conduit revenue bonds payable solely from the The Heights at Jackson Village Phase I project. When issued by a governmental entity like the EDA, the bonds carry a tax-advantaged, lower rate of interest and allow the project to qualify for federal housing tax credits (another incentive available to workforce housing development at no cost to the EDA or the County). The EDA charges a fee to revenue bond

program applicants for facilitating their qualification for tax-exempt bonds. For the The Heights at Jackson Village Phase I financing, it is anticipated the EDA's fee will be (i) a one-time \$5,000 application fee and (ii) approximately \$32,125 paid at the financial closing before the end of this calendar year.

Committee/Commission Summary:

Economic Development Authority

Review Date:

May 26, 2022

Status:

Approved

Financial Impact:

No financial impact on the County. The EDA Bonds will be payable solely from revenue generated by The Heights at Jackson Village, LP. The County and the EDA have no responsibility for payment of these EDA Bonds, and the County has no responsibility for debt issued by the EDA. The EDA Bonds have no impact on the County's debt capacity or credit ratings. The EDA Bonds shall provide that neither the Commonwealth of Virginia nor the County nor the EDA shall be obligated to pay the EDA Bonds or the interest thereon or other costs incident thereto except from the revenues and funds pledged thereto and that neither the faith and credit nor the taxing power of the Commonwealth of Virginia nor the County is pledged to the payment of the principal of the EDA Bonds or the interest thereon or other costs incident thereto.

Staff Contacts:

Deborah Sanders, Interim Director, Economic Development

Legal Counsel:

John Badman, McGuire Woods LLP; EDA Bond Counsel

Additional Background/Other Considerations:

The initial issuance of Housing Revenue Bonds was approved by the Board of Supervisors on October 18, 2019, for the acquisition, construction and equipping of the approximately 187 unit The Heights at Jackson Village Phase I Multifamily Housing Facility.

Consequence of Denial/Inaction:

The revenue bonds would not be issued to finance the completion of the The Heights at Jackson Village Phase I project.

Adoption of a resolution approving the EDA's upcoming The Heights at Jackson Village Phase I

revenue bond issuance for the issuance of Revenue

Talking Points:

REVENUE BOND ISSUANCE FOR THE ISSUANCE OF REVENUE Bond Financing in the amount of \$3,950,000 for The Heights at Jackson Village, LP, consisting of completion of the approximately 187 residential units located at 9301 Patriot Highway, Fredericksburg, in Spotsylvania County.

ATTACHMENTS:

File Name	Description	Type
BOS_Approval_Resolution_for_The_Heights_at_Jackson_Village_Phase_1_(2).pdf	Approval Resolution for The Heights at Jackson Village	Resolution
Active_160043923_1_Spotsylvania_EDA_Heights_-_TEFRA_Package_(EXECUTED).pdf	Supplemental Request to EDA - Heights at Jackson Village	Backup Material

RESOLUTION APPROVING THE ISSUANCE BY THE ECONOMIC DEVELOPMENT AUTHORITY OF THE COUNTY OF SPOTSYLVANIA, VIRGINIA OF ITS REVENUE BONDS FOR THE COMPLETION OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF THE APPROXIMATELY 187 UNIT THE HEIGHTS AT JACKSON VILLAGE PHASE I MULTIFAMILY HOUSING FACILITY LOCATED IN THE COUNTY OF SPOTSYLVANIA, VIRGINIA

WHEREAS, the Economic Development Authority of the County of Spotsylvania, Virginia (the “Authority”) is authorized to advertise and hold public hearings relative to the issuance of private activity bonds; and

WHEREAS, the Authority has considered the application of The Heights at Jackson Village, LP, a Virginia limited partnership (the “Borrower”), requesting that the Authority issue up to \$3,950,000 of its revenue bonds (the “Bonds”) to assist the Borrower in (a) financing and refinancing certain of the costs of the completion of the acquisition, construction and equipping of a multifamily residential rental housing facility (the “Facility”) to be known as The Heights at Jackson Village Phase I to be owned by the Borrower, consisting of two multi-story buildings containing approximately 187 residential units and including a swimming pool, community center and woodshop, all located on approximately 4.2 acres of land at 9301 Patriot Highway, Fredericksburg, VA 22407 in Spotsylvania County and (b) financing costs of issuance, funding of any required reserves and other financeable expenditures (collectively, the “Project”) and has held a public hearing in connection therewith on May 26, 2022; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), provides that the applicable elected representatives of the governmental unit having jurisdiction over the issuer of private activity bonds must approve the issuance of such bonds;

WHEREAS, the Authority issues its bonds on behalf of the County of Spotsylvania, Virginia (the “County”); and

WHEREAS, the Authority, as the issuing governmental unit with respect to the Bonds, has no applicable elected representative, the County constitutes the next highest governmental unit with such a representative, and the members of the Board of Supervisors of the County (the “Board”) constitute the applicable elected representatives of the County; and

WHEREAS, the Authority has previously held a public hearing regarding the Project and adopted a resolution authorizing in principle the issuance of the Bonds; and

WHEREAS, the Authority has recommended that the Board approve the issuance of the Bonds; and

WHEREAS, a copy of the Authority's resolution authorizing the issuance of the Bonds, subject to the terms to be agreed upon, a Fiscal Impact Statement complying with the requirements of Section 15.2-4907 of the Virginia Code, a certificate of publication of the public hearing, and a reasonably detailed summary of the statements made at the public hearing have been filed with the Board; and

WHEREAS, the Bonds, as exempt facility bonds issued under Section 142(d) of the Code will necessitate that the Authority, on behalf of the Borrower, apply for and secure an allocation of private activity housing bond cap (the "Allocation") for the Project in order for interest on the Bonds to be exempt from the imposition of federal income tax.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SPOTSYLVANIA, VIRGINIA THAT:

1. The Board approves the issuance of the Bonds by the Authority for the benefit of the Borrower, as required by Section 147(f) of the Code, Section 15.2-4906 of the Code of Virginia of 1950, as amended (the "Virginia Code") to permit the Authority to assist in the financing of the Project. Each of the County Administrator and any Deputy County Administrator are hereby authorized to take such further actions and execute and deliver such other documents, instruments, or certificates as are not inconsistent with this resolution and may be necessary or appropriate to secure the Allocation and otherwise for the issuance of the Bonds by the Authority.

2. The approval of the issuance of the Bonds does not constitute an endorsement to a prospective purchaser of the Bonds of the creditworthiness of the Project or the Borrower.

3. The Bonds shall provide that neither the Commonwealth of Virginia nor the County nor the Authority shall be obligated to pay the Bonds or the interest thereon or other costs incident thereto except from the revenues and monies pledged thereto and that neither the faith and credit nor the taxing power of the Commonwealth of Virginia nor the County or the Authority is pledged to the payment of the principal of the Bonds or the interest thereon or other costs incident thereto.

4. In adopting this resolution, the County, including its elected representatives, officers, employees and agents, shall not be liable for, and hereby disclaim all liability for, any damages to any person, direct or consequential, resulting from the Authority's failure to issue the Bonds for any reason.

5. This resolution shall take effect immediately upon its adoption.

Adopted by the Board of Supervisors of the County of Spotsylvania, Virginia this ___ day of _____, 2022.

Record of the roll-call vote by the Board of Supervisors of the County of Spotsylvania, Virginia, (the “Board”) upon reading on a resolution titled “**RESOLUTION APPROVING THE ISSUANCE BY THE ECONOMIC DEVELOPMENT AUTHORITY OF THE COUNTY OF SPOTSYLVANIA, VIRGINIA OF ITS REVENUE BONDS FOR THE COMPLETION OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF THE APPROXIMATELY 187 UNIT THE HEIGHTS AT JACKSON VILLAGE PHASE I MULTIFAMILY HOUSING FACILITY LOCATED IN THE COUNTY OF SPOTSYLVANIA, VIRGINIA,**” taken at a meeting of the Board held on _____, 2022:

	AYE	NAY	ABSTAIN	ABSENT
Chris Yakabouski				
Kevin Marshall				
Timothy J. McLaughlin				
David Ross				
Dr. Deborah H. Frazier				
Lori Hayes				
Jacob Lane				

The undersigned Clerk of the Board of Supervisors of the County of Spotsylvania, Virginia, hereby certifies that the foregoing is a true, correct, and complete copy of a resolution adopted by the Board at its meeting duly called and held on _____, 2022, in accordance with law, and that such resolution has not been repealed, revoked, rescinded, or amended, but is in full force and effect as of the date hereof.

WITNESS my hand and the seal of the County of Spotsylvania, Virginia this ___ day of _____, 2022.

[SEAL]

Clerk, Board of Supervisors of the
County of Spotsylvania, Virginia

County Board of Supervisors
9104 Courthouse Road
Spotsylvania, Virginia 22553

**Economic Development Authority of the County of Spotsylvania, Virginia
Proposed Financing for The Heights at Jackson Village, LP**

The Heights at Jackson Village, LP, a Virginia limited partnership (the “Borrower”), has requested that the Economic Development Authority of the County of Spotsylvania, Virginia (the “Authority”), issue up to \$3,950,000 of its revenue bonds (the “Bonds”) to assist the Borrower in financing and refinancing certain costs of the completion of the acquisition, construction and equipping of a multifamily age restricted residential rental housing facility to be known as The Heights at Jackson Village Phase I (the “Project”), consisting of two multi-story buildings containing approximately 187 residential units. The Project includes a swimming pool, community center and woodshop, all located on approximately 4.2 acres of land at 9301 Patriot Highway, Fredericksburg, VA 22407 in Spotsylvania County.

As set forth in the resolution of the Authority attached hereto (the “Inducement Resolution”), the Authority has agreed to issue the Bonds as requested. The Authority has conducted a public hearing (the “Public Hearing”) on the proposed financing of the Project and has recommended that you approve the issuance of the Bonds as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, Section 15.2-4906 of the Code of Virginia of 1950, as amended (the “Virginia Code”).

Attached hereto is (1) a certificate evidencing the conduct of the public hearing and the action taken by the Authority, including a reasonably detailed summary of the comments expressed at the public hearing, (2) the fiscal impact statement required pursuant to Virginia Code Section 15.2-4907 and (3) the form of resolution suggested by counsel to evidence your approval.



Secretary, Economic Development Authority of
the County of Spotsylvania, Virginia

CERTIFICATE

The undersigned Secretary of the Economic Development Authority of the County of Spotsylvania, Virginia (the "Authority") certifies as follows:

1. A meeting of the Board of the Authority (the "Board") was duly called and held at 8:00 a.m. on May 26, 2022 before the Authority at the Authority's offices located at 9019 Old Battlefield Boulevard, Suite 310, Spotsylvania, Virginia 22553, pursuant to proper notice given to each member of the Authority before such meeting. The meeting was open to the public. The time of the meeting and the place at which the meeting was held provided a reasonable opportunity for persons of differing views to appear and be heard.
2. The Chairman of the Board announced the commencement of a public hearing on the application of The Heights at Jackson Village, LP, and a notice of the hearing was published once a week for two successive weeks in a newspaper having general circulation in the County of Spotsylvania, Virginia (the "Notice"), with the second publication appearing not less than seven days nor more than twenty-one days prior to the hearing date. A copy of the Notice has been filed with the records of the Authority and is attached as Exhibit A.
3. A reasonably detailed summary of the statements made at the public hearing is attached as Exhibit B.
4. Attached as Exhibit C is a true, correct and complete copy of a resolution ("Resolution") adopted at such meeting of the Authority by a majority of the Directors present at such meeting. The Resolution constitutes all formal action taken by the Authority at such meeting relating to the matters referred to in the Resolution. The Resolution has not been repealed, revoked, rescinded or amended and is in full force and effect on this date.

WITNESS my hand and the seal of the Authority, this 26th day of May, 2022.



Exhibits:


Secretary, Economic Development Authority of
the County of Spotsylvania, Virginia

- A – Copy of Certified Notice of Public Hearing
- B – Summary of Statements
- C – Inducement Resolution

EXHIBIT A

CERTIFICATE OF PUBLICATION OF NOTICE OF PUBLIC HEARING

(See Attached)

The Free Lance-Star

Advertising Affidavit

THE FREE LANCE-STAR
1340 Central Park Blvd
Suite 100
Fredericksburg, Va 22401

Account Number

6128062

MCGUIRE WOODS LLP
GATEWAY PLAZA
800 EAST CANAL STREET
RICHMOND, VA 23219

Date

May 20, 2022

Date	Category	Description	Ad Size	Total Cost
05/20/2022	Meetings and Events	NOTICE OF PUBLIC HEARING BEFORE THE ECONOMIC DEVE	2 x 45 L	912.60

Proof of Publication

I hereby certify that the attached notice was published in
The Free Lance-Star, a newspaper published daily in
Fredericksburg, Va. on the following date(s);

05/13, 05/20/2022

____ Listed additionally on-line @ Fredericksburg.com

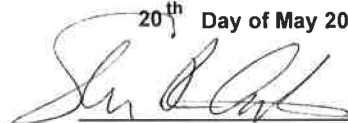
Newspaper reference: 0001334726



Billing Administrator

Sworn to and subscribed before me this

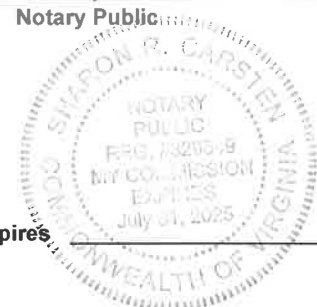
20th Day of May 2022



Notary Public

State of Virginia
County of Hanover

My Commission expires



**NOTICE OF PUBLIC HEARING BEFORE THE
ECONOMIC DEVELOPMENT AUTHORITY
OF THE COUNTY OF SPOTSYLVANIA, VIRGINIA
ON PROPOSED PRIVATE ACTIVITY BOND FINANCING FOR
THE HEIGHTS AT JACKSON VILLAGE, LP**

Notice is hereby given that the Economic Development Authority of the County of Spotsylvania, Virginia (the "Authority"), whose address is 9019 Old Battlefield Boulevard, Suite 310, Spotsylvania, Virginia 22553, will hold a public hearing at the request of The Heights at Jackson Village, LP, a Virginia limited partnership ("The Heights"), whose address is c/o KCG Companies, LLC, 9311 North Meridian Street, Suite 100, Indianapolis, Indiana 46260, for the issuance by the Authority of up to \$3,950,000 of its revenue bonds to finance a portion of the cost of completion of acquiring, constructing and equipping a multifamily age restricted residential rental housing facility to be known as The Heights at Jackson Village Phase I ("The Heights Project"), consisting of two multi-story buildings containing approximately 187 residential units. The Heights Project includes a swimming pool, community center and woodshop, all located on approximately 4.2 acres of land at 9301 Patriot Highway, Fredericksburg, VA 22407 in Spotsylvania County.

The Heights Project will meet the requirements of a qualified residential rental project within the meaning of Section 142(d) of the Internal Revenue Code of 1986, as amended. The Heights Project will be owned by The Heights or an entity related to The Heights. The public hearing, which may be continued or adjourned, will be held beginning at 8:00 a.m. on May 26, 2022 before the Authority at the Authority's offices located at 9019 Old Battlefield Boulevard, Suite 310, Spotsylvania, Virginia 22553.

The proposed private activity bonds will not pledge the credit or the taxing power of the Commonwealth of Virginia, Spotsylvania County, Virginia or the Authority but will be payable solely from the revenues derived from The Heights and pledged therefor.

The public hearing will provide an opportunity for interested persons to be heard and communications and writings to be received and considered. The hearing shall provide the fullest opportunity for the expression of opinions, for arguments on the merits, and for the introduction of documentary evidence pertinent to the issuance of the proposed private activity bonds.

ECONOMIC DEVELOPMENT AUTHORITY OF THE
COUNTY OF SPOTSYLVANIA, VIRGINIA
Published May 13 and May 20, 2022

EXHIBIT B

SUMMARY OF STATEMENTS

Representatives of The Heights at Jackson Village, LP and McGuireWoods LLP, bond counsel, appeared before the Authority to explain the proposed plan of financing. No one appeared in opposition to the proposed bond issue.

EXHIBIT C

INDUCEMENT RESOLUTION

(See Attached)

RESOLUTION OF
THE ECONOMIC DEVELOPMENT AUTHORITY OF THE COUNTY OF SPOTSYLVANIA,
VIRGINIA AUTHORIZING THE ISSUANCE OF UP TO \$3,950,000 IN PRINCIPAL
AMOUNT OF REVENUE BONDS FOR THE COMPLETION OF THE ACQUISITION,
CONSTRUCTION AND EQUIPPING OF THE APPROXIMATELY 187-UNIT THE
HEIGHTS AT JACKSON VILLAGE PHASE I MULTIFAMILY HOUSING FACILITY
LOCATED IN SPOTSYLVANIA COUNTY, VIRGINIA

WHEREAS, the Industrial Development and Revenue Bond Act, Chapter 49, Title 15.2, Code of Virginia of 1950, as amended (the “Act”) empowers industrial development authorities such as the Economic Development Authority of the County of Spotsylvania, Virginia, a political subdivision of the Commonwealth of Virginia (the “Authority”) created by municipalities whose housing authorities have not been activated pursuant to the Housing Authorities Law, Chapter 1, Title 36 of the Code of Virginia of 1950, as amended (the “Virginia Code”) to issue bonds to make loans for the purpose of financing certain facilities used primarily for single and multifamily residences in order to promote safe and affordable housing in the Commonwealth of Virginia (the “Commonwealth”) and to benefit thereby the safety, health, welfare and prosperity of the inhabitants of the Commonwealth; and

WHEREAS, the Authority has received a request from The Heights at Jackson Village, LP, a Virginia limited partnership (the “Borrower”), requesting that the Authority issue its revenue bonds to assist the Borrower in (a) financing and refinancing certain of the costs of the completion of the acquisition, construction and equipping of a multifamily residential rental housing facility (the “Facility”) to be known as The Heights at Jackson Village Phase I to be owned by the Borrower, consisting of two multi-story buildings containing approximately 187 residential units and including a swimming pool, community center and woodshop, all located on approximately 4.2 acres of land at 9301 Patriot Highway, Fredericksburg, VA 22407 in Spotsylvania County and (b) financing costs of issuance, funding of any required reserves and other financeable expenditures (collectively, the “Project”); and

WHEREAS, such assistance will induce the Borrower to construct and maintain the Project in Virginia and benefit the inhabitants of the County of Spotsylvania, Virginia (the “County”) and the Commonwealth through the promotion of their safety, health, welfare, convenience or prosperity; and

WHEREAS, preliminary plans for the Project have been described to the Authority and, on May 26, 2022, a public hearing has been held as required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), and Section 15.2-4906 of the Act; and

WHEREAS, the Borrower has represented that the estimated cost of the Project, including all expenses of issue, will require an issue of revenue bonds in the aggregate principal amount not to exceed \$3,950,000 (the “Bonds”); and

WHEREAS, (a) no member of the Board of Directors of the Authority (the “Board”) is an officer or employee of the County, (b) each member of the Board has, before entering upon his or her duties during his or her present term of office, taken and subscribed to the oath prescribed by Section 49-1 of the Virginia Code, and (c) at the time of their appointments and at all times thereafter, including the date hereof, all of the members of the Board have satisfied the residency requirements of the Act;

WHEREAS, no member of the Board has any personal interest or business interest in the Borrower, the Bonds or any of the transactions contemplated therein or has otherwise engaged in conduct prohibited under the State and Local Government Conflict of Interests Act, Chapter 31, Title 2.2 of the Virginia Code in connection with this resolution or any other official action of the Authority in connection therewith; and

WHEREAS, the foregoing arrangements will be reflected in a Bond Purchase and Loan Agreement to be dated as of June 1, 2022 (or the first day of the month of its execution and delivery) (the “Agreement”) among the Authority, the Borrower and the purchaser (the “Purchaser”), including forms of the Bonds and the promissory note (the “Note”) attached thereto (the Agreement and the Note to be hereinafter referred to as the “Basic Documents”), such Basic Documents to be prepared or reviewed by the Authority’s counsel.

NOW, THEREFORE, BE IT RESOLVED BY THE ECONOMIC DEVELOPMENT AUTHORITY OF THE COUNTY OF SPOTSYLVANIA, VIRGINIA:

1. It is hereby found and determined that the financing of the Project will be in the public interest and will promote the commerce, safety, health, welfare, convenience or prosperity of the Commonwealth, the County and their citizens.

2. To induce the Borrower to construct and maintain the Facility in the Commonwealth, and particularly in the County, the Authority hereby agrees to assist the Borrower in financing the Project, including the financing of reserve funds and costs of issuance of the Bonds as permitted by applicable law, by undertaking the issuance of the Bonds in a principal amount not to exceed \$3,950,000 upon terms and conditions set forth herein and in the Basic Documents. The Bonds will be issued pursuant to documents satisfactory to the Authority. The Bonds may be issued in one or more series at one time or from time to time.

3. The Bonds and the Basic Documents are approved in substantially the forms prepared or reviewed by the Authority’s counsel, with such changes, insertions or omissions (including, without limitation, changes of the dates thereof) and do not adversely affect the interests of the Authority as may be approved by the Chairman or the Vice Chairman of the Authority, whose approval will be evidenced conclusively by the execution and delivery of the Bonds. The Bonds shall be issued on such terms as set forth in the Agreement; provided, however, that the aggregate principal amount of the Bonds shall not exceed \$3,950,000, the final maturity of the Bonds shall be no later than thirty-five (35) years following the date of issuance of the Bonds, and the Bonds shall bear interest at a rate per annum not to exceed the maximum rate permitted under the laws of the Commonwealth of Virginia.

4. The execution, delivery and performance by the Authority of the Basic Documents to which it is a party is authorized. The execution of the Bonds, its delivery against payment therefor, and the amount of such payment to be disbursed in accordance with the terms of the Agreement, are hereby authorized.

5. It having been represented to the Authority that it is necessary to proceed immediately with the financing of the Project, the Authority agrees that the Borrower may proceed with plans for the Project, enter into contracts for land, construction, materials and equipment for the Project, and take such other steps as it may deem appropriate in connection with the Project, provided, however, that nothing in this resolution shall be deemed to authorize the Borrower to obligate the Authority without its consent in each instance to the payment of any moneys or the performance of any acts in connection with the Project. The Authority agrees that the Borrower may be reimbursed from the proceeds of the Bonds for all expenditures and costs so incurred by it, provided such expenditures and costs are properly reimbursable under the Act and applicable federal laws.

6. At the request of the Borrower, the Authority approves McGuireWoods LLP, Tysons, Virginia as bond counsel ("Bond Counsel") in connection with the issuance of the Bonds.

7. All costs and expenses in connection with the financing of the Project, including the fees and expenses of the Authority, Bond Counsel and counsel to the Authority, shall be paid by the Borrower or, to the extent permitted by applicable law, from the proceeds of the Bonds. If for any reason the Bonds are not issued, it is understood that all such expenses shall be paid by the Borrower and that the Authority shall have no responsibility therefor.

8. In adopting this resolution the Authority intends to take "official action" toward the issuance of the Bonds and to evidence its "official intent" to reimburse from the proceeds of the Bonds any expenditures paid by the Borrower to finance the Project before the issuance of the Bonds, all within the meaning of regulations issued by the Internal Revenue Service pursuant to Sections 103 and 141 through 150 and related sections of the Code.

9. The Authority recommends that the Board of Supervisors of the County approve the issuance of the Bonds.

10. Each of the Chair, the Vice Chair, the Treasurer and the Secretary of the Authority, any of whom may act alone, is hereby authorized to request an allocation or allocations of the State Ceiling (as defined in Section 15.2-5000 of the Virginia Code) in accordance with the applicable provisions of the Virginia Code and any regulations or executive orders issued thereunder. All costs incurred by the Authority, if any, in connection with such proceeding shall be paid for by the Borrower.

11. No Bonds may be issued pursuant to this resolution until such time as (a) the issuance of the Bonds has been approved by the Board of Supervisors of the County and (b) the Bonds have received an allocation or allocations of the State Ceiling in accordance with the applicable provisions of the Virginia Code and any regulations or executive orders issued thereunder.

12. The approval of the issuance of the Bonds does not constitute an endorsement to a prospective purchaser of the Bonds of the creditworthiness of the Project or the Borrower. The issuance of revenue bonds as requested by the Borrower will not constitute a debt or pledge of the faith and credit of the Commonwealth or the County, and neither the faith and credit nor the taxing power of the Commonwealth or any political subdivision of the Commonwealth, including the County, will be pledged to the payment of such Bonds. Neither the County nor the Authority shall be obligated to pay the Bonds or the interest thereon or other costs incident thereto except from revenues and money pledged therefor.

13. Any obligation of the Authority to exercise its powers to issue the Bonds as requested by the Borrower is contingent upon the satisfaction of all legal requirements, and the Authority (including its officers, directors, employees and agents) shall not be liable and hereby disclaims all liability to the Borrower and all other persons or entities for any damages, direct or consequential, resulting from the issuance of the Bonds or failure of the Authority to issue the Bonds for any reason, including but not limited to, the failure of the Board of Supervisors of the County to approve the issuance of the Bonds. Neither the directors, officers, agents or employees of the Authority, past, present and future shall be personally liable on the Bonds.

14. The Borrower agrees to indemnify and save harmless the Authority and its officers, directors, employees and agents (hereinafter the "Indemnitees") jointly and severally from and against all liabilities, obligations, claims, damages, penalties, fines, losses, costs and expenses (hereinafter referred to as "Damages"), including but not limited to the following:

- (a) all amounts paid in settlement of any litigation commenced or threatened against any of the Indemnitees, if such settlement is effected with the written consent of the Borrower;
- (b) all expenses reasonably incurred in the investigation of, preparation for or defense of any litigation, proceeding or investigation of any nature whatsoever, commenced or threatened against the Borrower, the Project or any of the Indemnitees;
- (c) Any judgments, penalties, fines, damages, assessments, indemnities or contributions; and
- (d) The reasonable fees of legal counsel, auditors, and consultants;

provided that the Damages arise out of:

- (i) failure by the Borrower, or its officers or agents, to comply with the terms of the documents related to the Bonds and any agreements, covenants, obligations or prohibitions set forth therein;
- (ii) any action, suit, claim or demand contesting or affecting the title of the Project;
- (iii) any action, suit, claim, proceeding or investigation of a judicial, legislative, administrative or regulatory nature arising from or in connection with the construction, acquisition, ownership, operation, occupation or use of the Project;

(iv) any breach of any representation or warranty set forth in the documents related to the Bonds or any certificate delivered pursuant thereto, and any claim that any representation or warranty of the Borrower contains or contained any untrue or misleading statement or omits or omitted to state any material facts necessary to make the statements made therein not misleading in light of the circumstances under which they were made; or

(iv) any suit, action, administrative proceeding, enforcement action or governmental or private action of any kind whatsoever commenced against the Borrower, the Project or any of the Indemnitees which might adversely affect the validity or enforceability of the Bonds, the documents related to the Bonds or the performance by the Borrower or any Indemnitee of any of their respective obligations thereunder.

15. The Borrower has represented to the Authority that the Borrower will pay to the Authority an origination fee equal to equal to the sum of the following (in each case expressed as a percentage of the original maximum stated principal amount of the Bonds (the "Original Principal")) payable on the date of issuance of the Bonds: (i) one percent (1.00%) of the Original Principal up to and including one million dollars (\$1,000,000), (ii) plus three fourths of one percent (0.75%) of the Original Principal in excess of one million dollars (\$1,000,000) up to and including five million dollars (\$5,000,000), (iii) plus one half of one percent (0.50%) of the Original Principal in excess of five million dollars (\$5,000,000).

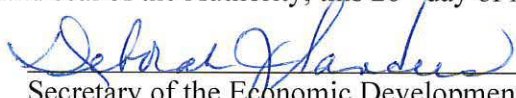
16. This resolution shall take effect immediately upon its adoption.

CERTIFICATE

The undersigned Secretary of the Economic Development Authority of the County of Spotsylvania, Virginia (the "Authority") certifies that the foregoing is a true, correct and complete copy of a resolution adopted by a majority of the Directors of the Authority present and voting at a meeting duly called and held on May 26, 2022, in accordance with law, and that such resolution has not been repealed, revoked, rescinded or amended but is in full force and effect on this date.

WITNESS the following signature and seal of the Authority, this 26th day of May, 2022.




Secretary of the Economic Development Authority
of the County of Spotsylvania, Virginia

FISCAL IMPACT STATEMENT
FOR PROPOSED BOND FINANCING

Date: May 26, 2022

To the County Board of Supervisors
of the County of Spotsylvania, Virginia

Applicant: The Heights at Jackson Village, LP

Facility: Multifamily Housing Facilities known as The Heights at Jackson Village Phase I

- | | | | |
|----|---|--|------------|
| 1. | Maximum amount of financing sought. | \$ | 3,950,000 |
| 2. | Estimated taxable value of the facility's real property to be constructed in the locality. | \$ | 52,300,000 |
| 3. | Estimated real property tax per year using present tax rates. | \$ | 530,000 |
| 4. | Estimated personal property tax per year using present tax rates. | \$ | N/A |
| 5. | Estimated merchants' capital tax per year using present tax rates. | \$ | N/A |
| 6. | (a) Estimated dollar value per year of goods that will be purchased from Virginia companies within the locality. | \$20 million during construction; \$105,000 thereafter, escalating 3% annually | |
| | (b) Estimated dollar value per year of goods that will be purchased from non-Virginia companies within the locality. | \$5.35 million during construction; nominal during operations | |
| | (c) Estimated dollar value per year of services that will be purchased from Virginia companies within the locality. | \$47.9 million during construction; \$580,000 thereafter, escalating 3% annually | |
| | (d) Estimated dollar value per year of services that will be purchased from non-Virginia companies within the locality. | Nominal during construction; \$40,000 thereafter, escalating 3% annually | |
| 7. | Estimated number of regular employees on year round basis. | | 6 |
| 8. | Average annual salary per employee. | \$ | 60,000 |


Chairman, Economic Development Authority of the
County of Spotsylvania, Virginia

RESOLUTION APPROVING THE ISSUANCE BY THE ECONOMIC DEVELOPMENT AUTHORITY OF THE COUNTY OF SPOTSYLVANIA, VIRGINIA OF ITS REVENUE BONDS FOR THE COMPLETION OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF THE APPROXIMATELY 187 UNIT THE HEIGHTS AT JACKSON VILLAGE PHASE I MULTIFAMILY HOUSING FACILITY LOCATED IN THE COUNTY OF SPOTSYLVANIA, VIRGINIA

WHEREAS, the Economic Development Authority of the County of Spotsylvania, Virginia (the “Authority”) is authorized to advertise and hold public hearings relative to the issuance of private activity bonds; and

WHEREAS, the Authority has considered the application of The Heights at Jackson Village, LP, a Virginia limited partnership (the “Borrower”), requesting that the Authority issue up to \$3,950,000 of its revenue bonds (the “Bonds”) to assist the Borrower in (a) financing and refinancing certain of the costs of the completion of the acquisition, construction and equipping of a multifamily residential rental housing facility (the “Facility”) to be known as The Heights at Jackson Village Phase I to be owned by the Borrower, consisting of two multi-story buildings containing approximately 187 residential units and including a swimming pool, community center and woodshop, all located on approximately 4.2 acres of land at 9301 Patriot Highway, Fredericksburg, VA 22407 in Spotsylvania County and (b) financing costs of issuance, funding of any required reserves and other financeable expenditures (collectively, the “Project”) and has held a public hearing in connection therewith on May 26, 2022; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), provides that the applicable elected representatives of the governmental unit having jurisdiction over the issuer of private activity bonds must approve the issuance of such bonds;

WHEREAS, the Authority issues its bonds on behalf of the County of Spotsylvania, Virginia (the “County”); and

WHEREAS, the Authority, as the issuing governmental unit with respect to the Bonds, has no applicable elected representative, the County constitutes the next highest governmental unit with such a representative, and the members of the Board of Supervisors of the County (the “Board”) constitute the applicable elected representatives of the County; and

WHEREAS, the Authority has previously held a public hearing regarding the Project and adopted a resolution authorizing in principle the issuance of the Bonds; and

WHEREAS, the Authority has recommended that the Board approve the issuance of the Bonds; and

WHEREAS, a copy of the Authority's resolution authorizing the issuance of the Bonds, subject to the terms to be agreed upon, a Fiscal Impact Statement complying with the requirements of Section 15.2-4907 of the Virginia Code, a certificate of publication of the public hearing, and a reasonably detailed summary of the statements made at the public hearing have been filed with the Board; and

WHEREAS, the Bonds, as exempt facility bonds issued under Section 142(d) of the Code will necessitate that the Authority, on behalf of the Borrower, apply for and secure an allocation of private activity housing bond cap (the "Allocation") for the Project in order for interest on the Bonds to be exempt from the imposition of federal income tax.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SPOTSYLVANIA, VIRGINIA THAT:

1. The Board approves the issuance of the Bonds by the Authority for the benefit of the Borrower, as required by Section 147(f) of the Code, Section 15.2-4906 of the Code of Virginia of 1950, as amended (the "Virginia Code") to permit the Authority to assist in the financing of the Project. Each of the County Administrator and any Deputy County Administrator are hereby authorized to take such further actions and execute and deliver such other documents, instruments, or certificates as are not inconsistent with this resolution and may be necessary or appropriate to secure the Allocation and otherwise for the issuance of the Bonds by the Authority.

2. The approval of the issuance of the Bonds does not constitute an endorsement to a prospective purchaser of the Bonds of the creditworthiness of the Project or the Borrower.

3. The Bonds shall provide that neither the Commonwealth of Virginia nor the County nor the Authority shall be obligated to pay the Bonds or the interest thereon or other costs incident thereto except from the revenues and monies pledged thereto and that neither the faith and credit nor the taxing power of the Commonwealth of Virginia nor the County or the Authority is pledged to the payment of the principal of the Bonds or the interest thereon or other costs incident thereto.

4. In adopting this resolution, the County, including its elected representatives, officers, employees and agents, shall not be liable for, and hereby disclaim all liability for, any damages to any person, direct or consequential, resulting from the Authority's failure to issue the Bonds for any reason.

5. This resolution shall take effect immediately upon its adoption.

Adopted by the Board of Supervisors of the County of Spotsylvania, Virginia this ___ day of _____, 2022.

Record of the roll-call vote by the Board of Supervisors of the County of Spotsylvania, Virginia, (the “Board”) upon reading on a resolution titled “**RESOLUTION APPROVING THE ISSUANCE BY THE ECONOMIC DEVELOPMENT AUTHORITY OF THE COUNTY OF SPOTSYLVANIA, VIRGINIA OF ITS REVENUE BONDS FOR THE COMPLETION OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF THE APPROXIMATELY 187 UNIT THE HEIGHTS AT JACKSON VILLAGE PHASE I MULTIFAMILY HOUSING FACILITY LOCATED IN THE COUNTY OF SPOTSYLVANIA, VIRGINIA,**” taken at a meeting of the Board held on _____, 2022:

	AYE	NAY	ABSTAIN	ABSENT
Chris Yakabouski				
Kevin Marshall				
Timothy J. McLaughlin				
David Ross				
Dr. Deborah H. Frazier				
Lori Hayes				

The undersigned Clerk of the Board of Supervisors of the County of Spotsylvania, Virginia, hereby certifies that the foregoing is a true, correct, and complete copy of a resolution adopted by the Board at its meeting duly called and held on _____, 2022, in accordance with law, and that such resolution has not been repealed, revoked, rescinded, or amended, but is in full force and effect as of the date hereof.

WITNESS my hand and the seal of the County of Spotsylvania, Virginia this ___ day of _____, 2022.

[SEAL]

Clerk, Board of Supervisors of the
County of Spotsylvania, Virginia

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

Meeting Date: June 14, 2022

Title: Authorize Advertisement of Public Hearing on
Amendments to Business License Ordinance

Type: Action

Agenda Title: Authorize Advertisement of Public Hearing on
Amendments to Business License Ordinance

Recommendation: Staff recommends that the Board authorizes
advertisement of a future public hearing.

Summary: During discussions on the FY 2023 Budget, the Board directed staff to assume revenues consistent with a potential amendment of the Business License ordinance to:

- Increase the gross receipts threshold at which businesses must apply for a license and pay a license tax from \$1,000,000 to \$2,000,000; and
- Eliminate the \$150,000 cap on the Business License tax per individual or business.

Before an ordinance may be amended, staff must advertise descriptive notice of an intention to propose the ordinance for passage once a week for two successive weeks prior to its passage. As such, staff requests the Board's authorization to advertise for a public hearing to be held on this matter at a future Board meeting once such amendments to the ordinance have been drafted by Budget staff, reviewed by the County Attorney's office, and advertised in accordance with law.

If the Board were to approve amendments to the ordinance following a future public hearing on the matter, the effective date of such changes would be January 1, 2023.

Financial Impact: The FY 2023 Budget was adopted to assume a \$393,471 reduction in Business License revenue associated with the assumed threshold increase, and a

\$348,537 increase in Business License revenue associated with assumed elimination of the cap.

Staff Contacts:

Bonnie Jewell, Assistant County Administrator/Chief Financial Officer

Consequence of Denial/Inaction:

If the Board were to deny this request, the current Business License ordinance will remain in effect with no change to the existing \$1,000,000 threshold and the \$150,000 tax cap.

ATTACHMENTS:

File Name

Description

Type

No Attachments Available

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

Meeting Date: June 14, 2022

Title: Authorize Advertisement of Public Hearing for
Amendment to County Code Chapter 12, Motor
Vehicles and Traffic, Article VII – Towing

Type: Action, Ordinance

Agenda Title: Authorize Advertisement of Public Hearing for
Amendment to County Code Chapter 12, Motor
Vehicles and Traffic, Article VII – Towing

Recommendation: Authorize Advertisement of a Public Hearing for
Amendment to County Code Chapter 12, Motor
Vehicles and Traffic, Article VII. –Towing.

Summary: The towing advisory board proposes amendments to Spotsylvania County Code Chapter 12, Motor Vehicles and Traffic, Article VII. – Towing, Sections: 12-226, Purpose; board; towers are independent contractors, 12-227, Definitions, 12-231, Duties and requirements of authorized towers and authorized heavy-duty towers, 12-235, Responsibilities and records of authorized towers and authorized heavy-duty towers and sheriff's office, 12-236, Compensation to authorized towers and authorized heavy-duty towers, 12-237, Law enforcement tow requirements, 12-238, Rotation System, and 12-239, Solicitation of business by authorized towers or authorized heavy-duty towers. These amendments reflect the recommended changes to Section 12-226 amending the definition of "Law enforcement officer or Law-enforcement personnel" to mean the Sheriff and those deputies, employees and agents of the Sheriff authorized to direct or regulate traffic within the County or to make arrests within the County for violations of this Chapter or Title 46.2 of the Code of Virginia, as amended. For purposes of Spotsylvania County Code Chapter 12, Virginia State Troopers fall within this amended definition only if an active Memorandum of understanding exists between the County and Virginia Department of State Police for

the latter to request law enforcement tows within the County. The addition to Section 12-226 of a definition of “Memorandum of understanding or MOU”, meaning a written agreement between two or more parties working in conjunction to achieve the purposes of Chapter 12, is likewise recommended. A public hearing must take place in order to adopt the recommended changes.

Committee/Commission Summary:

Other

Review Date:

6/2/2022

Status:

Approved

Financial Impact:

No impact on the county, but citizens/drivers will be charged higher rates for law enforcement tows.

Staff Contacts:

First Sgt. Franklin C. Belcher, Sheriff’s Office
Master Deputy Steve A. Noakes, Sheriff’s Office

Legal Counsel:

Jessica DesNoyer, Assistant County Attorney

Consequence of Denial/Inaction:

A public hearing advertisement will not be ran and no public hearing will take place. Therefore, the code will remain unchanged.

ATTACHMENTS:

File Name	Description	Type
DRAFT_Ord_No_12-57_-_Amend_Towing_Ordinance_(Ch_12_Article_VII)_-_revised_6.2.2022_-_REDLINE.pdf	DRAFT Ord No 12-57 - Amend Towing Ordinance (Ch 12 Article VII) - revised 6.2.2022 - REDLINE	Ordinance
DRAFT_Ord_No_12-57_-_Amend_Towing_Ordinance_(Ch_12_Article_VII)_-_revised_6.2.2022_-_CLEAN.pdf	DRAFT Ord No 12-57 - Amend Towing Ordinance (Ch 12 Article VII) - revised 6.2.2022 - CLEAN	Ordinance
PH_Ad_-Towing_Ordinance_No_12-57_DRAFT_-_revised_6.2.2022.pdf	Draft Ad for Public Hearing	Backup Material

AN ORDINANCE No. 12-57

To amend the following sections of Spotsylvania County Code Chapter 12, Motor Vehicles and Traffic, Article VII, Towing, Section 12-226, Purpose; board; towers are independent contractors, to amend ordinance language to clarify that provisions of the article are only applicable to tows requested by authorized law enforcement officers, Section 12-227, Definitions, to amend the definition of “Law enforcement officer or Law-enforcement personnel” and add a definition of “Memorandum of understanding or MOU”, Section 12-231, Duties and requirements of authorized towers and authorized heavy-duty towers, to amend ordinance language to reflect changes to the definition of “Law enforcement officer or Law-enforcement personnel”, Section 12-235, Responsibilities and records of authorized towers and authorized heavy-duty towers and sheriff’s office, to amend ordinance language to reflect changes to the definition of “Law enforcement officer or Law-enforcement personnel”, Section 12-236, Compensation to authorized towers and authorized heavy-duty towers, to amend compensation rates to those recommended by the towing advisory board, Section 12-237, Law enforcement tow requirements, to amend Authorized requester requirements and clarify that law enforcement tow requests shall be made only by Law enforcement personnel, pursuant to the amended definition in Section 12-226, Section 12-238, Rotation System, to amend ordinance language to reflect changes to the definition of “Law enforcement officer or Law-enforcement personnel”, and Section 12-239, Solicitation of business by authorized towers or authorized heavy-duty towers, to amend ordinance language to reflect changes to the definition of “Law enforcement officer or Law-enforcement personnel”.

PUBLIC HEARING: _____, 20____

WHEREAS, staff has reviewed the code amendments and recommends approval as stated in the executive summary dated _____, 20____; and

WHEREAS, the Spotsylvania Board of Supervisors held a public hearing, duly advertised in a local newspaper for a period of two weeks, on _____ and _____, 20____, and interested citizens were offered an opportunity to be heard; and

WHEREAS, the general welfare is served by approval of the code amendments.

THE COUNTY OF SPOTSYLVANIA HEREBY ORDAINS:

§ 1. That Chapter 12, Article VII, Sections 12-226, 12-227, 12-231, 12-235, 12-236, 12-237, 12-238, and 12-239, be and are hereby **amended** and reordained as follows:

Sec. 12-226. - Purpose; board; towers are independent contractors.

- (a) This article is promulgated by the board of supervisors of the county, pursuant to authority provided in the Virginia Code § 46.2-1217, to ensure storage, availability and

service by persons and firms authorized to provide towing services at the request of ~~the sheriff's office or other~~ law enforcement personnel. The provisions of this article are only ~~not~~ applicable to tows requested by ing not at the request of official authorized law enforcement ~~personnel~~officers.

- (b) On February 24, 1998, pursuant to the authority set forth in Virginia Code § 46.2-1217, the board of supervisors of the county established a towing advisory board, and made appointments to same, for the purpose of making a recommendation regulating towing services in the county.
- (c) Towing advisory board members shall be appointed in accordance with Virginia Code § 46.2-1217, by the county board of supervisors for a term of two (2) years beginning on April 1st of each odd-numbered year and ending on March 31st of the following odd-numbered year. The towing advisory board shall consist of: three (3) law enforcement representatives, one (1) citizen of the county and three (3) tower representatives (at least one (1) from each zone with at least one (1) being a heavy-duty tower). A chairman shall be elected by the towing advisory board biennially from the membership during the first meeting of each elected term.
- (d) Notwithstanding this article or any agreement executed pursuant to it, all authorized towers and authorized heavy-duty towers shall remain independent contractors and shall not be deemed to be employees of the county.

(Ord. No. 12-55, § 1, 6-28-18; Ord. No. 12-57, _____)

Sec. 12-227. - Definitions.

The following definitions shall be used in the interpretation and administration of this article. The definitions of various terms as presented herein do not necessarily represent the same definitions as may be found for the same terms in other articles of the Code.

ABC fire extinguisher is a fire extinguisher classified by fire type. The A, B, C rating system defines the kinds of burning materials each fire extinguisher is designed to fight. The number in front of the A, B, or C indicates the rating size of fire the unit can extinguish.

Application means the initial forms to be completed and submitted by a tower or heavy-duty tower to become an authorized tower or authorized heavy-duty tower in the county pursuant to this article.

Authorized tower or authorized heavy-duty tower means a towing business which meets the requirements of the towing ordinance and has entered into a towing service agreement to provide towing services and/or heavy-duty towing at the request of the sheriff's office or other law enforcement personnel.

Auxiliary tow lights are stop, tail and turn signal lights attached to the trailing end of the towed vehicle and operated as part of the towing vehicle lighting system.

Boom is a structural member, extending from a mast, that supports the load and is used to hold, extend or lift a load free of the ground and clear of the tow truck body.

Box trailer is a type of trailer that has walls and a roof to completely enclose the cargo and keep it protected from the elements during travel.

Brake caging is an emergency procedure used to move a truck or trailer off of a traveled portion of the roadway when there is a complete failure of the air brake system. This procedure releases the spring tension within the brake chamber, which will render the wheels with no brakes when completed.

County means the County of Spotsylvania.

Deck rating means maximum weight capacity for the ramp of a rollback.

Dump trailer or dump container is a bucket-like trailer or container with an open top for loading, commonly used for hauling bulk quantities of loose materials. One end may be raised for the load to slide out.

Dump truck is a truck used for transporting loose material, which is typically equipped with an open-box bed hinged at the rear and equipped with hydraulic rams to lift the front.

Emergency means a critical traffic problem, snowstorm, ice storm, hurricane or other extreme weather conditions; parade or other similar public event or a riot, disaster or similar event not ordinarily or usually occurring.

Forklift is a machine used to move items loaded on pallets or skids.

Gross weight or gross vehicle weight is the aggregate weight of a vehicle or combination of vehicles and the load thereon.

GVWR means gross vehicle weight rating as specified by the manufacturer (loaded weight of a single vehicle).

Heavy-duty tow, heavy-duty tows or heavy-duty towing means the act of removing an unattended, abandoned, wrecked or immobile vehicle, having a GVWR of greater than ten thousand (10,000) pounds, by heavy duty towing and recovery truck, within the county. The preparation of a vehicle for removal by a heavy-duty towing and recovery truck or the attachment of a vehicle to a heavy-duty towing and recovery truck, or both, does not, for purposes of this article, constitute a heavy-duty tow or heavy-duty towing.

Heavy-duty road tractor is a commercial, rear-wheel drive road tractor used for hauling semi-trailers and is heavy-duty off road capable.

Heavy-duty tow rotation list means the list maintained by the sheriff of those authorized heavy-duty towers meeting the requirements of subsection 12-232(b) herein, who are authorized to respond county-wide to the sheriff's or other law enforcement personnel's requests for heavy-duty towing.

Heavy-duty towed vehicle is any vehicle having a GVWR exceeding ten thousand (10,000) pounds, towed by an authorized heavy-duty tower pursuant to their towing service agreement and all heavy-duty towing requirements set forth in this article.

Heavy-duty tower is a person who 1) drives a heavy duty towing and recovery truck for a towing business, or 2) is engaged in the business of a) removing disabled vehicles, parts of vehicles, their cargoes, and other objects, having a GVWR of greater than ten thousand (10,000) pounds, to facilities for repair and safekeeping, and b) restoring to the highway or other location, where they either can be operated or removed to other locations for repair and safekeeping, vehicles that have come to rest in places where they cannot be operated.

Heavy-duty towing and recovery truck or heavy-duty tow truck is a truck for hire, with a manufacturers GVWR of at least thirty-two thousand (32,000) pounds, designed to lift, pull or carry another vehicle with a GVWR of greater than ten thousand (10,000) pounds, by means of a hoist or other mechanical apparatus.

Heavy-duty towing and recovery unit is any towing vehicle meeting the requirements set forth in subsection 12-232(b) herein, used by authorized towers on the heavy-duty tow rotation list to perform heavy-duty tows pursuant to law enforcement requested towing in the county.

Heavy-duty towing fees are amounts which may be charged by authorized heavy-duty towers on the heavy-duty tow rotation list, for law enforcement tows of vehicles, parts of vehicles, their cargoes, and other objects, having a GVWR of greater than ten thousand (10,000) pounds, and made with the heavy-duty towing and recovery units and equipment, each meeting the requirements set forth in subsection 12-232(b).

Highway means the entire width between the boundary lines of every way or place open to the use of the public for purposes of vehicular travel in the county, including the streets and alleys, and, for law enforcement purposes, (i) the entire width between the boundary lines of all private roads or private streets that have been specifically designated "highways" by this Code, and (ii) the entire width between the boundary lines of every way or place used for purposes of vehicular travel on any property owned, leased, or controlled by the United States government and located in the county.

Hoist is an apparatus designed, manufactured and used to lift a load vertically over inclines greater than forty-five (45) degrees.

Hydraulic wheel-lift is a hydraulic device that tows a vehicle by lifting one end of the towed vehicle by the wheels to minimize the risk of damage, air foils and other aerodynamic styling features.

Law enforcement officer ~~means any officer authorized to direct or regulate traffic within the county or to make arrests for violations of Title 46.2 of the Code of Virginia or this article, as authorized by law.~~ *agency* means the County Sheriff's Office. The Virginia Department of State Police falls within this definition only when entered into a memorandum of understanding with the County to provide towing services.

Law enforcement personnel ~~or law enforcement agency means a law enforcement officer of the county or a Virginia State Police officer within the county pursuant to this chapter or Title 46.2, Article 2 (§ 46.2-1209 et seq.) of the Code of Virginia.~~ *officer or Law-enforcement personnel* means the Sheriff and those deputies, employees and agents of the Sheriff authorized to direct or regulate traffic within the County or to make arrests within the County for violations of this Chapter or Title 46.2 of the Code of Virginia, as amended. For purposes of this chapter, Virginia State Troopers fall within this definition only when if the an active Memorandum of understanding exists between the County and Virginia Department of State Police for the latter to request law enforcement tows within the County. Virginia Department of State Police enter into a memorandum of understanding with the County to provide for towing services.

Law enforcement requested towing scene means the specific place where an authorized tower or authorized heavy-duty tower is directed to respond to provide towing services and/or heavy-duty towing at the request of ~~the sheriff's office or other~~ law enforcement personnel pursuant to the towing service agreement.

Law enforcement tow or *law enforcement requested towing* ~~means~~ is a request made by law enforcement personnel or a law enforcement agency pursuant to this article and/or the towing service agreement, and towing and/or heavy-duty towing requests made by a law enforcement officer at the request of the owner or operator of an unattended, abandoned, or immobile vehicle, when no specific service provider is requested by such owner or operator.

Lienholder means a creditor having a legal right or financial interest in a vehicle.

Lift arms are devices that attach to the lift bar for engaging the tires of towed vehicles.

Lift bar is a transverse, horizontally pivoting member attached to the boom of a wheel-lift or underlift, to which towing accessories may be attached.

Log means a list of vehicles towed by an authorized tower or authorized heavy-duty tower at the request of ~~the sheriff's office or other~~ law enforcement personnel, which shall be maintained by each authorized tower or authorized heavy-duty tower.

Memorandum of understanding or MOU means a written agreement between two or more parties working in conjunction to achieve the purposes of this chapter.

Minor traffic infraction means a driving-related violation of a section within Virginia Code, Title 46.2 or a substantially similar statute or ordinance the United States federal government, or a state or local government within the United States, which is classified as neither a felony nor a misdemeanor, and is punishable by a fine of not more than that provided for the lowest-level misdemeanor in that jurisdiction. No violation listed in Virginia Code § 46.2-341.20, or substantially similar violations in other jurisdictions, shall be considered a minor traffic infraction.

Motor carrier inspector is an individual who performs safety inspections on commercial vehicles for the Commonwealth of Virginia.

Motor vehicle means every vehicle as defined in this section that is self-propelled or designed for self-propulsion except as otherwise provided in this chapter.

National Fire Protection Association (NFPA) 10 means requirements to ensure that portable fire extinguishers will work as intended to provide a first line of defense against fires of limited size.

Off road recovery unit means any towing vehicles and/or towing equipment necessary to effectuate the safe and proper towing of a vehicle from an area in which the towing vehicle must leave the boundaries of the designated highway or roadway, including, but not limited to: fields, ditches, ravines, woods, or bodies of water. Recovery services include winching, hoisting, and any other necessary efforts to position the towed vehicle so the towing vehicle may hook up or load the towed vehicle, as well as any necessary removal and clean-up services.

Operator means any person who 1) either drives or is in actual physical control of a vehicle on a highway, or 2) is exercising control over or steering a vehicle being towed by a motor vehicle.

Owner means a person who holds the legal title to a vehicle, along with all other definitions for "owner" set forth in Virginia Code § 46.2-100.

Pickup truck or panel truck means (i) every motor vehicle designed for the transportation of property and having a registered gross weight of seven thousand five hundred (7,500) pounds or less or (ii) every motor vehicle registered for personal use, designed to transport property on its own structure independent of any other vehicle, and having a registered gross weight in excess of seven thousand five hundred (7,500) pounds but not in excess of ten thousand (10,000) pounds.

Receipt means a printed, numerated, dated receipt which includes company name, company address and business number, and receipt signed by vehicle owner, operator,

lienholder, or another person authorized by the vehicle owner via his or her written and signed permission.

Road tractor is a high-powered truck designed to pull box trailers or semi-trailers.

Roadway means that portion of a highway improved, designed, or ordinarily used for vehicular travel, exclusive of the shoulder. A highway may include two (2) or more roadways if divided by a physical barrier or barriers or an unpaved area.

Rollback is a motor vehicle that is designed with a ramp on wheels and a hydraulic lift with a capacity to haul and tow another vehicle, used to move disabled, improperly parked, impounded, or otherwise indisposed motor vehicles.

Rotator is a rotating recovery boom built, manufactured and certified as a tow truck or heavy-duty towing and recovery truck.

Safety chains are used to connect the towing and towed vehicles as a secondary coupling system to prevent separation of a vehicle trailer, converter dolly, or towed vehicle, should the primary coupling become detached.

SCC means the Virginia State Corporation Commission.

Sheriff means the Spotsylvania County Sheriff or his designee.

Shoulder means that part of a highway between the portion regularly traveled by vehicular traffic and the lateral curb line or ditch.

Skid steer loader is a small, rigid-frame, engine-powered machine with lift arms used to attach a wide variety of labor-saving tools and attachments.

Suspension means temporary removal from the towing rotation list and/or heavy-duty tow rotation list for a violation of the towing ordinance or breach of the towing service agreement.

SHRP2 means Strategic Highway Research Program 2 training, which is traffic incident management responder training offered free of charge by the Virginia State Police.

Standard towing fees are amounts which may be charged by authorized towers on the towing rotation list, for law enforcement tows of vehicles, parts of vehicles, their cargoes, and other objects, having a GVWR of less than ten thousand (10,000) pounds, and made with the required towing vehicles and equipment as required in subsection 12-232(a).

Storage site means a secured location required to be kept by authorized towers and authorized heavy-duty towers for storage of towed vehicles. May consist of an outside lot or a building, facility, or service bay dedicated to the inside storage of towed vehicles.

Termination means permanent removal from the towing rotation list and rescission of the towing service agreement.

Tow, tows, towing or towed means the act of removing a vehicle, by tow truck, from public highways, roadways, shoulders and other public property within the county. The preparation of a vehicle for removal by a tow truck or the attachment of a vehicle to a tow truck, or both, does not, for purposes of this article, constitute a tow or towing.

Tow sling is a device used for lifting and towing vehicles with a partial load supported on rubber straps.

Tow truck or regular wrecker means a truck for hire 1) designed and equipped to lift, pull or carry another vehicle by means of a hoist or other mechanical apparatus, and 2) having a manufacturer's GVWR of at least ten thousand (10,000) pounds.

Tow truck operator means a person who drives a towing vehicle and performs tows and/or heavy-duty tows for an authorized tower and/or authorized heavy-duty tower.

Towed vehicle is any vehicle towed by an authorized tower pursuant to the towing service agreement and this article.

Tower means a person who is engaged in the business of a) removing disabled vehicles, parts of vehicles, their cargoes, and other objects to facilities for repair and safekeeping and b) restoring to the highway or other location, where they either can be operated or removed to other locations for repair and safekeeping, vehicles that have come to rest in places where they cannot be operated.

Towing advisory board means the Spotsylvania County towing advisory board.

Towing business means towing operation(s) owned, controlled and/or operated by an individual, corporation, partnership or firm having legal or equitable title in said operation(s) at one (1) location within the county for a minimum of one (1) year, along with meeting all of the requirements set forth in subsection 12-230(b).

Towing equipment means apparatus needed to perform safe and proper towing according to the industry tow standards.

Towing ordinance means Spotsylvania County Code, chapter 12, article VII.

Towing rotation list means the list maintained by the sheriff of those towers authorized to respond in each zone of operation to ~~the sheriff's or other~~ law enforcement personnel's requests for the towing of vehicles. The towing advisory board may recommend and the board of supervisors may determine, by resolution, how many authorized towers shall be on the list. However, in no event shall the sheriff remove existing authorized towers on the list due to more restrictive limits on the number of authorized towers set by the board of supervisors.

Towing service agreement is the written contract between the sheriff's office and an authorized tower or authorized heavy-duty tower regarding towing services and/or heavy-duty towing services. Only one (1) towing service agreement shall be executed by any one (1) towing business, which shall encompass all of the tow truck operators who are employed by, or perform law enforcement requested tows for, that towing business.

Towing vehicle is any tow truck, regular wrecker, rollback, heavy-duty towing and recovery unit, road tractor, and dump truck used by authorized towers and authorized heavy-duty towers to tow vehicles pursuant to the towing service agreement and this article.

Tractor truck means every motor vehicle designed and used primarily for drawing other vehicles and not so constructed as to carry a load other than a part of the load and weight of the vehicle attached thereto.

Trailer means every vehicle without motive power designed for carrying property or passengers wholly on its own structure and for being drawn by a motor vehicle.

Truck means every motor vehicle designed to transport property on its own structure independent of any other vehicle and having a registered gross weight in excess of seven thousand five hundred (7,500) pounds. Truck does not include any pickup or panel truck.

Vehicle means every device in, on or by which any person or property may be transported or drawn on a highway, except electric personal delivery devices and devices moved by human power or used exclusively on stationary rails or tracks.

VSA-41 is an application to request a mechanic's or storage lien, as provided in Virginia Code §§ 46.2-644.01, 46.2-644.02 and 46.2-644.03.

Wheel loader is a versatile piece of equipment used to handle and transport material, transfer material to and from trucks, and to excavate at or above wheel level.

Wheel straps are devices used to tie down the wheels of the towed vehicle, when using wheel-lift, car carrier, or dolly towing equipment, to limit the potential for separation of the towed vehicle from the towing apparatus. Two (2) must be installed.

Winch or *winching* is a device, or using such device, for winding and unwinding cable.

Zone of operation means the geographical areas of the county as designated from time to time by the sheriff or his designee as operating areas for authorized towers and authorized heavy-duty towers within the county.

(Ord. No. 12-55, § 1, 6-28-18; ~~Ord. No. 12-57,~~ _____)

Sec. 12-231. - Duties and requirements of authorized towers and authorized heavy-duty towers.

- (a) Authorized towers and authorized heavy-duty towers shall, at the request of, and as directed by, ~~the sheriff's office or other~~ law enforcement personnel as defined in this Article, tow vehicles in the county in a manner that is damage-free to the towed vehicle or heavy-duty towed vehicle and by the most safe and direct route.
- (b) Authorized towers and authorized heavy-duty towers shall comply with all applicable federal, state and local laws, including but not limited to, the securing of all necessary federal, state and local licenses and registration fees. All authorized towers and authorized heavy-duty towers shall display a tag (tow truck for hire) or a Virginia-apportioned tag. All authorized towers and authorized heavy-duty towers must remain current in all financial obligations to the county.
- (c) All authorized towers and authorized heavy-duty towers shall provide service twenty-four (24) hours/day, three hundred sixty-five (365) days/year.
- (d) Authorized towers and authorized heavy-duty towers shall have available sufficient qualified personnel to receive calls and execute all requested towing and/or heavy-duty towing at all times.
- (e) Authorized towers shall have at least one (1) tow truck and one (1) rollback to perform towing services under this article.
- (f) Authorized towers and authorized heavy-duty towers shall give the sheriff twenty-four (24) hours-notice prior to a change in their phone number and/or address. No beepers or voice transfer devices will be allowed.
- (g) Time is of the essence in the performance of towing services. The authorized tower shall arrive at the law enforcement requested towing scene within thirty (30) minutes of receiving a call, with a grace period of ten (10) minutes if the tower contacts the requesting law enforcement agency within the first twenty-five (25) minutes after receiving the call. If such time limit is not met, the sheriff's office or any other law enforcement personnel will notify a second authorized tower and service from the first authorized tower is considered canceled. Neither the sheriff's office, other law enforcement personnel, nor the vehicle owner shall be liable for any payment to the first authorized tower notified. Authorized heavy-duty towers are exempt from the 30-minute time limit, so long as they contact the requesting law enforcement agency

within the first twenty-five (25) minutes of receiving the call and they arrive on the scene within one (1) hour after receiving the call. If such time limit is not met, the sheriff's office or any other law enforcement personnel will notify a second authorized heavy-duty tower and service from the first authorized heavy-duty tower is considered canceled. Neither the sheriff's office, other law enforcement personnel, nor the vehicle owner shall be liable for any payment to the first authorized heavy-duty tower notified.

- (h) Authorized tower or authorized heavy-duty tower will not be held responsible for unavoidable delays caused by circumstances beyond its control such as natural disasters or acts of God. However, if excessive delays are caused by circumstances within the authorized tower or authorized heavy-duty tower's control such as negligence, lack of manpower, poorly conditioned equipment, etc., ~~the sheriff and other~~ law enforcement personnel may recommend to the towing advisory board that the authorized tower or authorized heavy-duty tower be suspended/terminated from the towing rotation list and/or heavy-duty tow rotation list. Such matters shall be decided by the towing advisory board pursuant to the provisions of sections 12-240 through 12-243 of this article.
- (i) Authorized towers and authorized heavy-duty towers shall respond to calls for towing and/or heavy-duty towing using only their own towing vehicles, equipment and personnel. Calls shall not be passed on to another tower or heavy-duty tower, including an authorized tower or authorized heavy-duty tower, except by a law enforcement agency pursuant to this article.
- (j) If a towing vehicle is not available or the authorized tower or authorized heavy duty tower cannot, for whatever reason, respond within the time required by this article, that authorized tower or authorized heavy-duty tower shall immediately indicate to the dispatcher that they cannot respond and the reason why. The dispatcher shall then notify the next authorized tower or authorized heavy-duty tower on the towing rotation list or heavy-duty tow rotation list for that zone of operation.
- (k) If upon arrival at the law enforcement requested towing scene, the authorized tower or authorized heavy-duty tower determines that the towing equipment he has brought will not be sufficient, he or she will be permitted by ~~the sheriff's deputy or other~~ law enforcement personnel to notify his or her towing business to get the necessary additional towing equipment, which shall arrive at the scene within thirty (30) minutes of his or her call.
- (l) Initial response to calls for towing equipment from another towing business, regardless of ownership, is prohibited. The initial authorized tower or authorized heavy-duty tower may, however contract with another authorized tower or authorized heavy-duty tower to assist at the scene if specialized towing equipment not normally owned by a towing company is needed, and he or she reasonably believes that

additional assistance is necessary in order to effectuate a safe and damage-free tow or heavy-duty tow.

- (m) All towing equipment used by authorized towers and authorized heavy-duty towers must be in good working order.
- (n) Authorized towers and authorized heavy-duty towers may use crossovers located on the interstate only when directed to do so by the sheriff's office or any other law enforcement agency pursuant to § 46.2-920.1 of the Code of Virginia.
- (o) All authorized towers and authorized heavy-duty towers shall have the towing business' name, address (as required by state law), and telephone number printed on both sides of the towing vehicle in letters and numbers of such size, shape and color as to be readily legible during daylight hours from a distance of fifty (50) feet while the towing vehicle is not in motion.
- (p) Authorized towers and authorized heavy-duty towers may use any towing equipment they own to assist them at the scene and to tow the vehicle as long as the authorized tower or authorized heavy-duty tower is initially on the scene within the allotted time frame.
- (q) All authorized towers and authorized heavy-duty towers shall have business cards which contain the following information: name of the towing business, address of business (no P.O. Box numbers), a telephone number, and an after-hours telephone number if necessary. All tow vehicles shall be stocked with a supply of such business cards sufficient to ensure that cards are available for distribution to citizens whose vehicles are towed and to other interested parties.
- (r) All tow truck operators shall possess a valid Virginia driver's license or commercial driver's license (as may be required by law) and shall be qualified to operate the tow vehicle and its equipment. Authorized towers shall ensure that all of their employees meet these requirements.
- (s) Fifty (50) percent of the tow truck operators of every towing business for authorized towers and authorized heavy-duty towers will be required to attend a nationally accredited towing course, which may be taken online, within one (1) year of initial acceptance to the towing rotation list and/or heavy-duty tow rotation list, and maintain all of their current towing certifications. Authorized heavy-duty towers must additionally be certified in all services they provide (i.e. hazardous materials, heavy recovery, etc.). In addition, all authorized towers and authorized heavy-duty towers registered with the county after July 1, 2018 will be required to attend SHRP2 (Strategic Highway Research Program 2) training. SHRP 2 training is traffic incident management responder training, which if offered free of charge by the Virginia State Police.

- (t) Authorized towers and authorized heavy-duty towers shall remove all litter, glass and debris caused by the incident which necessitated towing and/or heavy-duty towing.

(Ord. No. 12-55, § 1, 6-28-18; Ord. No. 12-57, _____)

Sec. 12-235. - Responsibilities and records of authorized towers and authorized heavy-duty towers and sheriff's office.

- (a) If an owner or lienholder fails to claim any vehicle; or if an authorized tower or authorized heavy-duty tower wants to satisfy any lien which it has on a vehicle, it shall be the authorized tower or authorized heavy-duty tower's responsibility to dispose of or sell the vehicle in compliance with the Virginia Code.
- (b) Authorized tower or authorized heavy-duty tower shall be reasonably responsible for vehicle(s) towed and any contents from the time the vehicle is towed until one (1) of the following events occurs:
 - (1) The vehicle is delivered to a location specified by the owner or a person authorized in a written and signed statement from the owner.
 - (2) The vehicle and its contents are released to and accepted by the owner, lienholder or a person authorized in a written and signed statement from the owner or lienholder, in the same condition as originally towed. A facsimile of the written and signed authorization shall be acceptable as a form of release from the owner or lienholder of the vehicle along with a photocopy of the owner's or lienholder's and authorized person's photo identifications.
 - (3) The vehicle is otherwise disposed of according to law.
- (c) The authorized tower and/or authorized heavy-duty tower shall keep records of all vehicles which have been towed pursuant to the towing service agreement. These records shall include, at a minimum, the date and time of the tow or heavy-duty tow, the vehicle's license plate number and state of issue, the model and color of the vehicle, the location from which it was towed, the charges for towing or heavy-duty towing and storage, the disposition of the vehicle, and date of disposition.
 - (1) Such records Such records shall be available for inspection by the sheriff or his designee during the authorized tower and/or authorized heavy-duty tower's normal business hours
 - (2) The towing business shall retain a copy of these records for at least twelve (12) months from the date of tow or heavy-duty tow.
- (d) Authorized towers and/or authorized heavy-duty towers shall promptly arrange for the release of vehicles towed or stored pursuant to this article. There must be an attendant on

duty from the hours of 8:00 a.m. through 5:00 p.m., except on weekends and state holidays, for the purpose of permitting inspection or release of towed vehicles from storage sites. After hours, authorized towers, authorized heavy-duty towers or storage site attendants must be available by telephone, as well as available twenty-four (24) hours a day each day of the year to go to the storage site for the purpose of releasing towed vehicles.

- (e) Authorized towers and/or authorized heavy-duty towers, upon receiving a request to release or permit an inspection of a towed vehicle from the owner, operator, lienholder or a person authorized in a written and signed statement from the owner or lienholder, shall release that vehicle to the owner, lienholder or other authorized person between the hours of 8:00 a.m. and 5:00 p.m. upon full payment being paid to the authorized tower or authorized heavy-duty tower.
- (f) Authorized towers and/or authorized heavy-duty towers, upon receiving a request to release or permit an inspection of a towed vehicle by an owner, lienholder or a person authorized in a written and signed statement from the owner or lienholder during non-business hours, shall allow and otherwise require two (2) hours-notice for the release of such vehicle.
- (g) Authorized towers and/or authorized heavy-duty towers shall not release any vehicle designated as "seized" or "seized for forfeiture" by ~~the sheriff's office or other~~ a law enforcement agency until the authorized tower or authorized heavy-duty tower obtains permission from the requesting agency. The authorized tower or authorized heavy-duty tower shall bill the requesting agency for the cost of the tow, or heavy-duty tow, and storage.

(Ord. No. 12-55, § 1, 6-28-18; Ord. No. 12-57, _____)

Sec. 12-236. Compensation to authorized towers and authorized heavy-duty towers.

- (a) All costs incident to towing and storage shall be paid to the authorized tower and authorized heavy-duty tower by the owner or lienholder of the towed and stored vehicle or a person authorized in a written and signed statement from the owner or lienholder.
- (b) The towing and storage fees charged by the authorized tower or authorized heavy-duty tower shall comply with its towing service agreement and shall not exceed the maximum rates set forth below. There shall be no additional charges for mileage within a single zone. Storage charges shall be charged daily after the towed vehicle had been at the storage site a minimum of twenty-four (24) hours, based on a 24-hour period, with day hours being Monday through Friday, from 8:00 a.m. to 5:00 p.m., and after hours from 5:00 p.m. to 7:59 a.m. every day, and all day on weekends and holidays:

(1) *Standard towing fees.*

a. Basic law enforcement tow (accident and clean up).	\$275 <u>325</u> .00/day
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Spotsylvania County Board of Supervisors
Adopted

Includes, but not limited to, sweeping up and removing glass and vehicle and its parts from roadway.	\$300 <u>375</u> .00/after hours
b. Basic law enforcement tow (non-accident) <u>(impound, disabled)</u> . Requires vehicle to be towed to tower's storage site.	\$200.00/day \$225.00/after hours
c. Law enforcement required second tow (vehicle is towed to law enforcement agency, then released to authorized tower to tow to their storage site).	\$75.00
d. Disabled vehicles.	\$150.00/day \$175.00/after hours
ec. Additional cleanup. Including but not limited to, a need for more than five (5) gallons of absorbent, or removal of trees or other excessively large items.	\$25 <u>50</u> .00 Per extra five (5) gallons.
fd. After hours release/gate fee.	\$45 <u>65</u> .00
ge. Third/subsequent visit to vehicle (first two (2) free).	\$20.00 per visit
hf. Second tow truck required. Exception: Second tow truck is for a second vehicle requiring an additional VSA-41.	\$100 <u>175</u> .00/day \$200.00/after hours
ig. Daily vehicle storage fee, calculated per 24-hour period No charge if pick up within twenty-four (24) hours of arrival at storage site.	\$50 <u>75</u> .00 per unit
jh. Cutting off locks (boat/trailer).	\$25 <u>35</u> .00
ki. Tarp fee.	\$35 <u>55</u> .00
lj. Administrative fees—After third business day with proof of work	\$150 <u>250</u> .00
mk. Winching/recovery fees:	
1. Winching/recovery 20—74 feet:	\$85 <u>125</u> .00
2. Advanced winching/recovery seventy-five (75) feet and up. (Overturned vehicles/cutting of trees)	\$150 <u>200</u> .00
nl. Law enforcement out-of-zone towing mileage (from border of assigned zone to drop-off point).	\$3.50 <u>4.50</u> per mile
om. Standby fee (after first hour).	\$75 <u>100</u> .00 per hour (\$300.00 max)
pn. Off-road recovery fee	Prices set at reasonable rate compared to other local towers.
o. Extra manpower (laborer) recovery (per non-operator employee)	\$65.00 per hour
p. Authorized tower may sub-contract (must have receipt)	Cost + 35%

(2) *Heavy-duty towing fee.*

a. Basic law enforcement heavy-duty tow (HDT)	
First two (2) hours	\$450 <u>800</u> .00
Each subsequent hour (same HDT vehicle)	\$200 <u>400</u> .00

Each subsequent hour, per HDT vehicle (when multiple)	\$125.00
b. Daily vehicle storage fee—Calculated per 24-hour period and no charge if picked up within 24 hours of arrival at storage site.	\$75 <u>100</u> .00
c. Administrative fees (after third business day with proof of work).	\$150 <u>250</u> .00
d. After hours release/gate fee. Fee begins when gate opens.	\$45 <u>65</u> .00 per hour
e. Brake caging fee.	\$65.00
f. Extra manpower (laborer) recovery (per non-operator employee):	\$65 <u>95</u> .00 per hour
g. Air bags—Authorized tower may sub-contract but not exceed maximum rate at minimum rate.	\$1,200.00 max <u>minimum</u>
h. Land-all style trailer fee.	\$450.00 per hour
i. Other equipment standby fee.	\$150.00 per hour
j. Recovery unit (HDT) standby fee (not to be charged for first two (2) hours).	\$150.00 per hour
jk. Recovery price per pound.	Based on acceptable industry standards.
lk. Specialized equipment.	Based on acceptable industry standards.

- (c) Authorized towers and authorized heavy-duty towers may charge a fee for the use of credit cards which complies with federal and Virginia law.
- (d) An itemized numbered receipt for payment shall be issued to the owner, owner-authorized operator, lienholder, or a person authorized in a written and signed statement from the owner or lienholder making payment. Said receipt shall also include a signature line for the owner, owner-authorized operator, lienholder or other owner or lienholder-authorized person acknowledging receipt of the vehicle.
- (e) Additional fees may be charged for extraordinary conditions, including when there is a declared state of emergency for the county. All additional fees must be documented.
- (f) The current Tow Board shall review towing and recovery charge rates under Section 12-236 at least once every two years on or about January 1st before a new Tow Board is appointed by the Board of Supervisors to ensure fees are properly adjusted to the economy.

(Ord. No. 12-55, § 1, 6-28-18; Ord. No. 12-57, _____)

Sec. 12-237. - Law enforcement tow requirements.

(a) Authorized requester requirements. Law enforcement tow requests shall be made only by Law enforcement personnel, as defined in Section 12-226.

(1) The County and Virginia Department of State Police may enter into a Memorandum of understanding for the latter to provide for towing services within the County; and

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(2) During the duration of such MOU, the Virginia Department of State Police shall be considered a Law enforcement agency, as defined in this Chapter; and

(3) During the duration of such MOU, those troopers, employees and agents of the Virginia Department of State Police, who are authorized to direct or regulate traffic or make arrests within the County for violations of this Chapter or Title 46.2 of the Code of Virginia, shall be considered Law enforcement personnel, as defined in this Chapter; and

(4) During the duration of such MOU, those personnel described in subsection (a)(3) above, shall be authorized to request Law enforcement tows within the County.

(5) Upon termination, revocation or expiration of such MOU, the designations conferred upon the Virginia Department of State Police and its personnel in this subsection, and the authority of same to request Law enforcement tows within the County, shall cease.

(b) Safety requirements.

(1) No authorized tower, authorized heavy-duty tower or tow truck operator shall participate in a law enforcement tow unless the towing vehicle being used is equipped with the following equipment:

- a. A power winch, winch line, and boom, with factory-rated lifted capacity of not less than eight thousand (8,000) pounds, single line capacity or a hydraulic wheel-lift with a lifting capacity of not less than two thousand five hundred (2,500) pounds;
- b. A hydraulic lift sufficient to prevent swinging of any towing equipment and/or vehicle being transported and/or towed. This subsection does not apply to a rollback unless the wheels of a towed vehicle are in contact with the ground. In the event that a self-contained non-propelled towing device, or some other form of auxiliary device is used, the vehicle to which that device is attached and which is providing the motive and braking forces, does not need to provide this equipment;
- c. Five-sixteenths-inch link steel safety chains for towing a vehicle with a gross vehicle weight of ten thousand (10,000) pounds or less and three-eighths-inch highest steel chains or their equivalent for towing vehicles with a gross vehicle weight over ten thousand (10,000) pounds. These link sizes are minimums.
- d. One (1) five-pound ABC fire extinguisher. All fire extinguishers shall be properly filled, operable, and located so as to be readily accessible for use. Fire extinguishers shall meet the minimum requirements of the National Fire Protection Handbook 10, and shall be so labeled;
- e. One crowbar or wrecking bar that is not less than thirty-six (36) inches in length with a wedge head;

- f. One broom of a type designed for pushing with an eighteen (18) inch head, and a handle of not less than thirty-six (36) inches;
- g. One flat-edged shovel of at least nine (9) inches, with a handle of not less than thirty-six (36) inches;
- h. A box or bucket to carry glass and/or debris removed from accident scenes;
- i. Rope or wire suitable for securing doors, hoods, trunks, etc.;
- j. A functioning spotlight or flashlight;
- k. Outside rearview mirrors on both sides of the towing vehicle;
- l. Emergency lights;
- m. Three (3) portable red emergency triangle reflectors, orange cones at least eighteen (18) inches tall, or flares;
- n. Auxiliary tow lights;
- o. A high mounted stop lamp shall be mounted on any towing vehicle if its overall width is less than eighty (80) inches, or its GVWR is ten thousand (10,000) pounds or less and is manufactured on or after September 1, 1993; and
- p. Work lights shall be wired to a separate switch and shall not be illuminated when the towing vehicle is in motion. These lights must be steady burning white lights that project light to the rear of the towing vehicle.

(2) No authorized tower, heavy-duty tower or tow truck operator shall use or operate a towing vehicle to tow a vehicle without using auxiliary tow lights unless the towed vehicle or heavy-duty towed vehicle is loaded on a rollback.

(3) No authorized tower or tow truck operator shall equip a towing vehicle with a two-way radio or scanner, any two-way radio that can transmit on any law enforcement frequency, or any other such devices. Any authorized tower or authorized heavy-duty tower found transmitting on any law enforcement frequency shall be subject to suspension or revocation in accordance with this article.

(4) No authorized tower, authorized heavy-duty tower or tow truck operator shall equip a towing vehicle with any device designed to detect or monitor radar, laser, or any other speed-measuring instrument or perform a law enforcement tow using a towing vehicle so equipped.

(5) No authorized tower, authorized heavy-duty tower or tow truck operator shall perform a law enforcement tow without using safety chains or two (2) wheeled straps per recommended guidelines from the manufacturer of the towing vehicle or equipment.

(6) No authorized tower, authorized heavy-duty tower or tow truck operator shall use a towing vehicle to lift more than its factory-rated lifting capacity allows.

(7) An authorized tower, authorized heavy-duty tower or tow truck operator shall ensure that while lifting a vehicle in preparation for a law enforcement tow, all nonessential persons are a safe distance from the towing vehicle and towed vehicle. A safe distance is at least twice the distance between the end of the boom and the point of hook-up on the vehicle being winched or twice the distance the vehicle is being lifted, whichever is greater. If a hydraulic lift is being used, a safe distance is twice the distance to which the lift arm is extended. A tow truck operator is responsible for maintaining safe conditions around the towing vehicle during any preparation for towing and winching of the vehicle.

(8) If a towing vehicle or towed vehicle or heavy-duty towed vehicle is in a lane of traffic, the tow truck operator shall ensure that the flow of traffic is diverted. A tow truck operator shall not place or operate a towing vehicle cable across a lane or lanes of traffic, unless the traffic is stopped or diverted by law enforcement personnel, or in the event law enforcement personnel have not yet arrived on scene and there is imminent danger or actual risk of fire or explosion, the fire chief or fire officer in charge of the scene, in person or by deputy, may permit safe winching or lifting of the vehicle to be towed.

(9) An authorized tower, authorized heavy-duty tower and tow truck operators shall maintain and keep in good working order all safety mechanisms of the towing vehicles they own and operate, respectively, including, but not limited to, all headlights, tail lights, turn signals, brakes, brake lights, hazard lights, flashing warning lights, windshield wipers, wiper blades, handles opening doors and windows, and tires.

(10) All towing vehicles shall operate within the applicable recommended towed vehicle and heavy-duty towed vehicle manufacturer's safety policies and procedures.

(11) Each towing vehicle shall meet the safety requirements of all other applicable statutes in addition to meeting the safety requirements of this article.

~~(b)~~ (c) *Law enforcement requested towing scenes.* The following rules apply to law enforcement requested towing scenes:

(1) Except in an emergency or at the direction of a law enforcement officer, tow truck operators shall park all towing vehicles at least one hundred (100) feet from any law enforcement scene. A tow truck operator may only use beacon lights as directed by state law.

(2) The tow truck operator shall park the towing vehicle on the same side of the road as the vehicle to be towed.

(3) The tow truck operators of the authorized tower(s) and or authorized heavy-duty tower(s) selected to perform the law enforcement tow shall remove all debris from the law enforcement requested towing scene, and taking care to avoid any areas which contain evidence pertinent to an investigation as directed by law enforcement officers.

(4) Any tow truck operator soliciting a vehicle operator at the scene after law enforcement officers arrive, or soliciting any injured operator at any time, shall not be allowed to perform the law enforcement tow. An injured party will be defined as a person who has visible injuries or who claims injuries.

(5) The owner and/or operator of a vehicle to be towed will be allowed to determine who will tow the vehicle and, if any, the trailer connected to same and the load thereon and therein to safety from a law enforcement requested towing scene, except if the owner and/or operator is under arrest or the vehicle is an immediate traffic hazard.

~~(6) No person shall operate a towing vehicle at a law enforcement requested towing scene if not in possession of a valid tower ID card issued by the sheriff, unless specifically requested to do so by the owner of a vehicle to be towed. For consent to be valid, the owner must be physically present at the time of the authorization.~~

~~(7)~~ All towing vehicles are subject to on-scene inspections by any law enforcement officer designated as towing vehicle inspector, any motor carrier inspector, or any sheriff's office designee.

~~(8)~~ Authorized towers, authorized heavy-duty towers and tow truck operators shall obey all federal, state, and county laws and ordinances. Violators are subject to arrest, and penalties authorized by law, including the suspension or revocation of any.

~~(9)~~ Once a towed vehicle or heavy-duty towed vehicle has been fully hooked up and a law enforcement tow has been initiated, the authorized tower or authorized heavy-duty tower may charge for the tow or heavy-duty tow only as authorized pursuant to this article.

~~(10)~~ At any law enforcement requested towing scene, any law enforcement officer may inspect any towing vehicle and towing equipment for violations of this article.

~~(11)~~ Unless otherwise directed by a law enforcement officer, vehicles towed from law enforcement scenes shall be taken directly to the storage site for the authorized tower or authorized heavy-duty tower with whom the tow truck operator is employed or sponsored.

(Ord. No. 12-55, § 1, 6-28-18; Ord. No. 12-57, _____)

Sec. 12-238. - Rotation system.

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- (a) The sheriff and his designees shall ensure that authorized towers are called on a rotating basis according to the towing rotation list for the zones of operation to which they are assigned. When heavy-duty towing is required, the sheriff or his designees shall ensure that authorized heavy-duty towers are called on a rotating basis according to the heavy-duty tow rotation list, which applies county-wide.
- (b) The owner or operator of a vehicle to be towed shall be allowed to specify the tower or heavy-duty tower of his or her choice, whether or not the tower or heavy-duty tower is an authorized tower or authorized heavy-duty tower, unless the vehicle to be towed constitutes a traffic hazard and the requested tower or heavy-duty tower will have an unacceptable response time.
- (c) ~~The sheriff or other~~ Law enforcement personnel shall not call a tower or heavy-duty tower who does not have a towing service agreement with the sheriff's office unless all authorized towers on the towing rotation list or, if heavy-duty towing is needed, authorized heavy-duty towers on the heavy-duty tow rotation list are unavailable or an emergency exists.
- (d) The senior patrol supervisor on duty may temporarily suspend the towing rotation list and/or heavy-duty tow rotation list for reasons such as, but not limited to, bad weather and any emergency events. However, any towers and heavy-duty towers who are randomly used at the request of law enforcement officers, during suspensions of either list, must be reported to the sheriff's office communications office for record purposes. In the event an authorized tower or authorized heavy-duty tower responding to a law enforcement tow is not used, for reasons not the fault of the authorized tower or authorized heavy-duty tower, that authorized tower or authorized heavy-duty tower will be placed back on top of their respective list.
- (e) The law enforcement personnel at a law enforcement requested towing scene may reject the services of the authorized tower or authorized heavy-duty tower dispatched if tow the truck operator arrives unfit to perform the tow. Unfitness shall include, but is not limited to, possession of an improper or inadequate towing vehicle or equipment according to provisions and requirements of this article, and/or operation by personnel who, due to obvious signs of intoxication or other incapacity, are not able to perform the tow or heavy-duty tow safely. In the event that the tow truck operator is determined to be unfit, law enforcement personnel shall notify the sheriff's office communications office to dispatch the next authorized tower or authorized heavy-duty tower on the appropriate list, shall report said decision to the senior patrol supervisor on duty, and shall file a written report with the sheriff. Any representation of an authorized tower or authorized heavy-duty tower who law enforcement personnel deems unfit to perform the tow, will, at a minimum, cause the authorized tower or authorized heavy-duty tower to lose that turn in the rotation, and fall to the bottom of their respective list. Additional violations may cause the tow truck operator and authorized tower or authorized heavy-duty tower to be suspended or terminated pursuant to sections 12-240 through 12-243 of this article.
- (f) ~~The sheriff's office or other~~ Law enforcement personnel will call another authorized tower or authorized heavy-duty tower if the first authorized tower or authorized heavy-duty tower

fails to answer the telephone or a busy signal is received after two (2) attempts within five (5) minutes.

- (g) This is an equal call system, giving each authorized tower in a zone, and each authorized heavy-duty tower in the county, equal opportunity to respond. If an authorized tower or authorized heavy-duty tower does not answer his/her telephone or refuses the call, that authorized tower or authorized heavy-duty tower loses that turn in rotation, falls to the bottom of their respective list, and will not be called until their list rotates again.

(Ord. No. 12-55, § 1, 6-28-18; Ord. No. 12-57, _____)

Sec. 12-239. - Solicitation of business by authorized towers or authorized heavy-duty towers.

- (a) No authorized tower or authorized heavy-duty tower shall respond to an accident scene for the purpose of towing the involved vehicles unless specifically called there by ~~the sheriff's office, other authorized~~ law enforcement personnel or a person involved in the accident or emergency. Violation of this section shall result in suspension from the towing rotation list and/or heavy-duty tow rotation list for thirty (30) days for the first offense, sixty (60) days for the second offense, and termination from the towing rotation list and/or heavy-duty tow rotation list for a third offense. Violations of this section shall be punishable as Class 3 misdemeanors.
- (b) Law enforcement personnel may direct an authorized tower to provide necessary towing services in such instances when immediate assistance is necessary to protect persons or property.
- (c) Authorized towers and authorized heavy-duty towers are prohibited from soliciting towing business at the scene of accidents; however, authorized towers and authorized heavy-duty towers are not otherwise prohibited from contracting with any person, firm or corporation.

(Ord. No. 12-55, § 1, 6-28-18; Ord. No. 12-57, _____)

§ 2. This ordinance shall be in force and effect upon adoption.

AN ORDINANCE No. 12-57

To amend the following sections of Spotsylvania County Code Chapter 12, Motor Vehicles and Traffic, Article VII, Towing, Section 12-226, Purpose; board; towers are independent contractors, to amend ordinance language to clarify that provisions of the article are only applicable to tows requested by authorized law enforcement officers, Section 12-227, Definitions, to amend the definition of “Law enforcement officer or Law-enforcement personnel” and add a definition of “Memorandum of understanding or MOU”, Section 12-231, Duties and requirements of authorized towers and authorized heavy-duty towers, to amend ordinance language to reflect changes to the definition of “Law enforcement officer or Law-enforcement personnel”, Section 12-235, Responsibilities and records of authorized towers and authorized heavy-duty towers and sheriff’s office, to amend ordinance language to reflect changes to the definition of “Law enforcement officer or Law-enforcement personnel”, Section 12-236, Compensation to authorized towers and authorized heavy-duty towers, to amend compensation rates to those recommended by the towing advisory board, Section 12-237, Law enforcement tow requirements, to amend Authorized requester requirements and clarify that law enforcement tow requests shall be made only by Law enforcement personnel, pursuant to the amended definition in Section 12-226, Section 12-238, Rotation System, to amend ordinance language to reflect changes to the definition of “Law enforcement officer or Law-enforcement personnel”, and Section 12-239, Solicitation of business by authorized towers or authorized heavy-duty towers, to amend ordinance language to reflect changes to the definition of “Law enforcement officer or Law-enforcement personnel”.

PUBLIC HEARING: _____, 20____

WHEREAS, staff has reviewed the code amendments and recommends approval as stated in the executive summary dated _____, 20____; and

WHEREAS, the Spotsylvania Board of Supervisors held a public hearing, duly advertised in a local newspaper for a period of two weeks, on _____ and _____, 20____, and interested citizens were offered an opportunity to be heard; and

WHEREAS, the general welfare is served by approval of the code amendments.

THE COUNTY OF SPOTSYLVANIA HEREBY ORDAINS:

§ 1. That Chapter 12, Article VII, Sections 12-226, 12-227, 12-231, 12-235, 12-236, 12-237, 12-238, and 12-239, be and are hereby **amended** and reordained as follows:

Sec. 12-226. - Purpose; board; towers are independent contractors.

- (a) This article is promulgated by the board of supervisors of the county, pursuant to authority provided in the Virginia Code § 46.2-1217, to ensure storage, availability and

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service by persons and firms authorized to provide towing services at the request of law enforcement personnel. The provisions of this article are only applicable to tows requested by authorized law enforcement officers.

- (b) On February 24, 1998, pursuant to the authority set forth in Virginia Code § 46.2-1217, the board of supervisors of the county established a towing advisory board, and made appointments to same, for the purpose of making a recommendation regulating towing services in the county.
- (c) Towing advisory board members shall be appointed in accordance with Virginia Code § 46.2-1217, by the county board of supervisors for a term of two (2) years beginning on April 1st of each odd-numbered year and ending on March 31st of the following odd-numbered year. The towing advisory board shall consist of: three (3) law enforcement representatives, one (1) citizen of the county and three (3) tower representatives (at least one (1) from each zone with at least one (1) being a heavy-duty tower). A chairman shall be elected by the towing advisory board biennially from the membership during the first meeting of each elected term.
- (d) Notwithstanding this article or any agreement executed pursuant to it, all authorized towers and authorized heavy-duty towers shall remain independent contractors and shall not be deemed to be employees of the county.

(Ord. No. 12-55, § 1, 6-28-18; Ord. No. 12-57, _____)

Sec. 12-227. - Definitions.

The following definitions shall be used in the interpretation and administration of this article. The definitions of various terms as presented herein do not necessarily represent the same definitions as may be found for the same terms in other articles of the Code.

ABC fire extinguisher is a fire extinguisher classified by fire type. The A, B, C rating system defines the kinds of burning materials each fire extinguisher is designed to fight. The number in front of the A, B, or C indicates the rating size of fire the unit can extinguish.

Application means the initial forms to be completed and submitted by a tower or heavy-duty tower to become an authorized tower or authorized heavy-duty tower in the county pursuant to this article.

Authorized tower or authorized heavy-duty tower means a towing business which meets the requirements of the towing ordinance and has entered into a towing service agreement to provide towing services and/or heavy-duty towing at the request of the sheriff's office or other law enforcement personnel.

Auxiliary tow lights are stop, tail and turn signal lights attached to the trailing end of the towed vehicle and operated as part of the towing vehicle lighting system.

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Boom is a structural member, extending from a mast, that supports the load and is used to hold, extend or lift a load free of the ground and clear of the tow truck body.

Box trailer is a type of trailer that has walls and a roof to completely enclose the cargo and keep it protected from the elements during travel.

Brake caging is an emergency procedure used to move a truck or trailer off of a traveled portion of the roadway when there is a complete failure of the air brake system. This procedure releases the spring tension within the brake chamber, which will render the wheels with no brakes when completed.

County means the County of Spotsylvania.

Deck rating means maximum weight capacity for the ramp of a rollback.

Dump trailer or *dump container* is a bucket-like trailer or container with an open top for loading, commonly used for hauling bulk quantities of loose materials. One end may be raised for the load to slide out.

Dump truck is a truck used for transporting loose material, which is typically equipped with an open-box bed hinged at the rear and equipped with hydraulic rams to lift the front.

Emergency means a critical traffic problem, snowstorm, ice storm, hurricane or other extreme weather conditions; parade or other similar public event or a riot, disaster or similar event not ordinarily or usually occurring.

Forklift is a machine used to move items loaded on pallets or skids.

Gross weight or *gross vehicle weight* is the aggregate weight of a vehicle or combination of vehicles and the load thereon.

GVWR means gross vehicle weight rating as specified by the manufacturer (loaded weight of a single vehicle).

Heavy-duty tow, heavy-duty tows or *heavy-duty towing* means the act of removing an unattended, abandoned, wrecked or immobile vehicle, having a GVWR of greater than ten thousand (10,000) pounds, by heavy duty towing and recovery truck, within the county. The preparation of a vehicle for removal by a heavy-duty towing and recovery truck or the attachment of a vehicle to a heavy-duty towing and recovery truck, or both, does not, for purposes of this article, constitute a heavy-duty tow or heavy-duty towing.

Heavy-duty road tractor is a commercial, rear-wheel drive road tractor used for hauling semi-trailers and is heavy-duty off road capable.

Heavy-duty tow rotation list means the list maintained by the sheriff of those authorized heavy-duty towers meeting the requirements of subsection 12-232(b) herein, who are authorized to respond county-wide to the sheriff's or other law enforcement personnel's requests for heavy-duty towing.

Heavy-duty towed vehicle is any vehicle having a GVWR exceeding ten thousand (10,000) pounds, towed by an authorized heavy-duty tower pursuant to their towing service agreement and all heavy-duty towing requirements set forth in this article.

Heavy-duty tower is a person who 1) drives a heavy duty towing and recovery truck for a towing business, or 2) is engaged in the business of a) removing disabled vehicles, parts of vehicles, their cargoes, and other objects, having a GVWR of greater than ten thousand (10,000) pounds, to facilities for repair and safekeeping, and b) restoring to the highway or other location, where they either can be operated or removed to other locations for repair and safekeeping, vehicles that have come to rest in places where they cannot be operated.

Heavy-duty towing and recovery truck or *heavy-duty tow truck* is a truck for hire, with a manufacturers GVWR of at least thirty-two thousand (32,000) pounds, designed to lift, pull or carry another vehicle with a GVWR of greater than ten thousand (10,000) pounds, by means of a hoist or other mechanical apparatus.

Heavy-duty towing and recovery unit is any towing vehicle meeting the requirements set forth in subsection 12-232(b) herein, used by authorized towers on the heavy-duty tow rotation list to perform heavy-duty tows pursuant to law enforcement requested towing in the county.

Heavy-duty towing fees are amounts which may be charged by authorized heavy-duty towers on the heavy-duty tow rotation list, for law enforcement tows of vehicles, parts of vehicles, their cargoes, and other objects, having a GVWR of greater than ten thousand (10,000) pounds, and made with the heavy-duty towing and recovery units and equipment, each meeting the requirements set forth in subsection 12-232(b).

Highway means the entire width between the boundary lines of every way or place open to the use of the public for purposes of vehicular travel in the county, including the streets and alleys, and, for law enforcement purposes, (i) the entire width between the boundary lines of all private roads or private streets that have been specifically designated "highways" by this Code, and (ii) the entire width between the boundary lines of every way or place used for purposes of vehicular travel on any property owned, leased, or controlled by the United States government and located in the county.

Hoist is an apparatus designed, manufactured and used to lift a load vertically over inclines greater than forty-five (45) degrees.

Hydraulic wheel-lift is a hydraulic device that tows a vehicle by lifting one end of the towed vehicle by the wheels to minimize the risk of damage, air foils and other aerodynamic styling features.

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Law enforcement agency means the County Sheriff's Office. The Virginia Department of State Police falls within this definition only when entered into a memorandum of understanding with the County to provide towing services.

Law enforcement officer or *Law-enforcement personnel* means the Sheriff and those deputies, employees and agents of the Sheriff authorized to direct or regulate traffic within the County or to make arrests within the County for violations of this Chapter or Title 46.2 of the Code of Virginia, as amended. For purposes of this chapter, Virginia State Troopers fall within this definition only if an active Memorandum of understanding exists between the County and Virginia Department of State Police for the latter to request law enforcement tows within the County.

Law enforcement requested towing scene means the specific place where an authorized tower or authorized heavy-duty tower is directed to respond to provide towing services and/or heavy-duty towing at the request of law enforcement personnel pursuant to the towing service agreement.

Law enforcement tow or *law enforcement requested towing* is a request made by law enforcement personnel or a law enforcement agency pursuant to this article and/or the towing service agreement, and towing and/or heavy-duty towing requests made by a law enforcement officer at the request of the owner or operator of an unattended, abandoned, or immobile vehicle, when no specific service provider is requested by such owner or operator.

Lienholder means a creditor having a legal right or financial interest in a vehicle.

Lift arms are devices that attach to the lift bar for engaging the tires of towed vehicles.

Lift bar is a transverse, horizontally pivoting member attached to the boom of a wheel-lift or underlift, to which towing accessories may be attached.

Log means a list of vehicles towed by an authorized tower or authorized heavy-duty tower at the request of law enforcement personnel, which shall be maintained by each authorized tower or authorized heavy-duty tower.

Memorandum of understanding or *MOU* means a written agreement between two or more parties working in conjunction to achieve the purposes of this chapter.

Minor traffic infraction means a driving-related violation of a section within Virginia Code, Title 46.2 or a substantially similar statute or ordinance the United States federal government, or a state or local government within the United States, which is classified as neither a felony nor a misdemeanor, and is punishable by a fine of not more than that provided for the lowest-level misdemeanor in that jurisdiction. No violation listed in Virginia Code § 46.2-341.20, or substantially similar violations in other jurisdictions, shall be considered a minor traffic infraction.

Motor carrier inspector is an individual who performs safety inspections on commercial vehicles for the Commonwealth of Virginia.

Motor vehicle means every vehicle as defined in this section that is self-propelled or designed for self-propulsion except as otherwise provided in this chapter.

National Fire Protection Association (NFPA) 10 means requirements to ensure that portable fire extinguishers will work as intended to provide a first line of defense against fires of limited size.

Off road recovery unit means any towing vehicles and/or towing equipment necessary to effectuate the safe and proper towing of a vehicle from an area in which the towing vehicle must leave the boundaries of the designated highway or roadway, including, but not limited to: fields, ditches, ravines, woods, or bodies of water. Recovery services include winching, hoisting, and any other necessary efforts to position the towed vehicle so the towing vehicle may hook up or load the towed vehicle, as well as any necessary removal and clean-up services.

Operator means any person who 1) either drives or is in actual physical control of a vehicle on a highway, or 2) is exercising control over or steering a vehicle being towed by a motor vehicle.

Owner means a person who holds the legal title to a vehicle, along with all other definitions for "owner" set forth in Virginia Code § 46.2-100.

Pickup truck or panel truck means (i) every motor vehicle designed for the transportation of property and having a registered gross weight of seven thousand five hundred (7,500) pounds or less or (ii) every motor vehicle registered for personal use, designed to transport property on its own structure independent of any other vehicle, and having a registered gross weight in excess of seven thousand five hundred (7,500) pounds but not in excess of ten thousand (10,000) pounds.

Receipt means a printed, numerated, dated receipt which includes company name, company address and business number, and receipt signed by vehicle owner, operator, lienholder, or another person authorized by the vehicle owner via his or her written and signed permission.

Road tractor is a high-powered truck designed to pull box trailers or semi-trailers.

Roadway means that portion of a highway improved, designed, or ordinarily used for vehicular travel, exclusive of the shoulder. A highway may include two (2) or more roadways if divided by a physical barrier or barriers or an unpaved area.

Rollback is a motor vehicle that is designed with a ramp on wheels and a hydraulic lift with a capacity to haul and tow another vehicle, used to move disabled, improperly parked, impounded, or otherwise indisposed motor vehicles.

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Rotator is a rotating recovery boom built, manufactured and certified as a tow truck or heavy-duty towing and recovery truck.

Safety chains are used to connect the towing and towed vehicles as a secondary coupling system to prevent separation of a vehicle trailer, converter dolly, or towed vehicle, should the primary coupling become detached.

SCC means the Virginia State Corporation Commission.

Sheriff means the Spotsylvania County Sheriff or his designee.

Shoulder means that part of a highway between the portion regularly traveled by vehicular traffic and the lateral curb line or ditch.

Skid steer loader is a small, rigid-frame, engine-powered machine with lift arms used to attach a wide variety of labor-saving tools and attachments.

Suspension means temporary removal from the towing rotation list and/or heavy-duty tow rotation list for a violation of the towing ordinance or breach of the towing service agreement.

SHRP2 means Strategic Highway Research Program 2 training, which is traffic incident management responder training offered free of charge by the Virginia State Police.

Standard towing fees are amounts which may be charged by authorized towers on the towing rotation list, for law enforcement tows of vehicles, parts of vehicles, their cargoes, and other objects, having a GVWR of less than ten thousand (10,000) pounds, and made with the required towing vehicles and equipment as required in subsection 12-232(a).

Storage site means a secured location required to be kept by authorized towers and authorized heavy-duty towers for storage of towed vehicles. May consist of an outside lot or a building, facility, or service bay dedicated to the inside storage of towed vehicles.

Termination means permanent removal from the towing rotation list and rescission of the towing service agreement.

Tow, tows, towing or towed means the act of removing a vehicle, by tow truck, from public highways, roadways, shoulders and other public property within the county. The preparation of a vehicle for removal by a tow truck or the attachment of a vehicle to a tow truck, or both, does not, for purposes of this article, constitute a tow or towing.

Tow sling is a device used for lifting and towing vehicles with a partial load supported on rubber straps.

Tow truck or regular wrecker means a truck for hire 1) designed and equipped to lift, pull or carry another vehicle by means of a hoist or other mechanical apparatus, and 2) having a manufacturer's GVWR of at least ten thousand (10,000) pounds.

Tow truck operator means a person who drives a towing vehicle and performs tows and/or heavy-duty tows for an authorized tower and/or authorized heavy-duty tower.

Towed vehicle is any vehicle towed by an authorized tower pursuant to the towing service agreement and this article.

Tower means a person who is engaged in the business of a) removing disabled vehicles, parts of vehicles, their cargoes, and other objects to facilities for repair and safekeeping and b) restoring to the highway or other location, where they either can be operated or removed to other locations for repair and safekeeping, vehicles that have come to rest in places where they cannot be operated.

Towing advisory board means the Spotsylvania County towing advisory board.

Towing business means towing operation(s) owned, controlled and/or operated by an individual, corporation, partnership or firm having legal or equitable title in said operation(s) at one (1) location within the county for a minimum of one (1) year, along with meeting all of the requirements set forth in subsection 12-230(b).

Towing equipment means apparatus needed to perform safe and proper towing according to the industry tow standards.

Towing ordinance means Spotsylvania County Code, chapter 12, article VII.

Towing rotation list means the list maintained by the sheriff of those towers authorized to respond in each zone of operation to law enforcement personnel's requests for the towing of vehicles. The towing advisory board may recommend and the board of supervisors may determine, by resolution, how many authorized towers shall be on the list. However, in no event shall the sheriff remove existing authorized towers on the list due to more restrictive limits on the number of authorized towers set by the board of supervisors.

Towing service agreement is the written contract between the sheriff's office and an authorized tower or authorized heavy-duty tower regarding towing services and/or heavy-duty towing services. Only one (1) towing service agreement shall be executed by any one (1) towing business, which shall encompass all of the tow truck operators who are employed by, or perform law enforcement requested tows for, that towing business.

Towing vehicle is any tow truck, regular wrecker, rollback, heavy-duty towing and recovery unit, road tractor, and dump truck used by authorized towers and authorized heavy-duty towers to tow vehicles pursuant to the towing service agreement and this article.

Tractor truck means every motor vehicle designed and used primarily for drawing other vehicles and not so constructed as to carry a load other than a part of the load and weight of the vehicle attached thereto.

Trailer means every vehicle without motive power designed for carrying property or passengers wholly on its own structure and for being drawn by a motor vehicle.

Truck means every motor vehicle designed to transport property on its own structure independent of any other vehicle and having a registered gross weight in excess of seven thousand five hundred (7,500) pounds. Truck does not include any pickup or panel truck.

Vehicle means every device in, on or by which any person or property may be transported or drawn on a highway, except electric personal delivery devices and devices moved by human power or used exclusively on stationary rails or tracks.

VSA-41 is an application to request a mechanic's or storage lien, as provided in Virginia Code §§ 46.2-644.01, 46.2-644.02 and 46.2-644.03.

Wheel loader is a versatile piece of equipment used to handle and transport material, transfer material to and from trucks, and to excavate at or above wheel level.

Wheel straps are devices used to tie down the wheels of the towed vehicle, when using wheel-lift, car carrier, or dolly towing equipment, to limit the potential for separation of the towed vehicle from the towing apparatus. Two (2) must be installed.

Winch or *winching* is a device, or using such device, for winding and unwinding cable.

Zone of operation means the geographical areas of the county as designated from time to time by the sheriff or his designee as operating areas for authorized towers and authorized heavy-duty towers within the county.

(Ord. No. 12-55, § 1, 6-28-18; Ord. No. 12-57, _____)

Sec. 12-231. - Duties and requirements of authorized towers and authorized heavy-duty towers.

- (a) Authorized towers and authorized heavy-duty towers shall, at the request of, and as directed by law enforcement personnel as defined in this Article, tow vehicles in the county in a manner that is damage-free to the towed vehicle or heavy-duty towed vehicle and by the most safe and direct route.
- (b) Authorized towers and authorized heavy-duty towers shall comply with all applicable federal, state and local laws, including but not limited to, the securing of all necessary federal, state and local licenses and registration fees. All authorized towers and authorized heavy-duty towers shall display a tag (tow truck for hire) or a Virginia-

apportioned tag. All authorized towers and authorized heavy-duty towers must remain current in all financial obligations to the county.

- (c) All authorized towers and authorized heavy-duty towers shall provide service twenty-four (24) hours/day, three hundred sixty-five (365) days/year.
- (d) Authorized towers and authorized heavy-duty towers shall have available sufficient qualified personnel to receive calls and execute all requested towing and/or heavy-duty towing at all times.
- (e) Authorized towers shall have at least one (1) tow truck and one (1) rollback to perform towing services under this article.
- (f) Authorized towers and authorized heavy-duty towers shall give the sheriff twenty-four (24) hours-notice prior to a change in their phone number and/or address. No beepers or voice transfer devices will be allowed.
- (g) Time is of the essence in the performance of towing services. The authorized tower shall arrive at the law enforcement requested towing scene within thirty (30) minutes of receiving a call, with a grace period of ten (10) minutes if the tower contacts the requesting law enforcement agency within the first twenty-five (25) minutes after receiving the call. If such time limit is not met, the sheriff's office or any other law enforcement personnel will notify a second authorized tower and service from the first authorized tower is considered canceled. Neither the sheriff's office, other law enforcement personnel, nor the vehicle owner shall be liable for any payment to the first authorized tower notified. Authorized heavy-duty towers are exempt from the 30-minute time limit, so long as they contact the requesting law enforcement agency within the first twenty-five (25) minutes of receiving the call and they arrive on the scene within one (1) hour after receiving the call. If such time limit is not met, the sheriff's office or any other law enforcement personnel will notify a second authorized heavy-duty tower and service from the first authorized heavy-duty tower is considered canceled. Neither the sheriff's office, other law enforcement personnel, nor the vehicle owner shall be liable for any payment to the first authorized heavy-duty tower notified.
- (h) Authorized tower or authorized heavy-duty tower will not be held responsible for unavoidable delays caused by circumstances beyond its control such as natural disasters or acts of God. However, if excessive delays are caused by circumstances within the authorized tower or authorized heavy-duty tower's control such as negligence, lack of manpower, poorly conditioned equipment, etc., law enforcement personnel may recommend to the towing advisory board that the authorized tower or authorized heavy-duty tower be suspended/terminated from the towing rotation list and/or heavy-duty tow rotation list. Such matters shall be decided by the towing advisory board pursuant to the provisions of sections 12-240 through 12-243 of this article.

- (i) Authorized towers and authorized heavy-duty towers shall respond to calls for towing and/or heavy-duty towing using only their own towing vehicles, equipment and personnel. Calls shall not be passed on to another tower or heavy-duty tower, including an authorized tower or authorized heavy-duty tower, except by a law enforcement agency pursuant to this article.
- (j) If a towing vehicle is not available or the authorized tower or authorized heavy duty tower cannot, for whatever reason, respond within the time required by this article, that authorized tower or authorized heavy-duty tower shall immediately indicate to the dispatcher that they cannot respond and the reason why. The dispatcher shall then notify the next authorized tower or authorized heavy-duty tower on the towing rotation list or heavy-duty tow rotation list for that zone of operation.
- (k) If upon arrival at the law enforcement requested towing scene, the authorized tower or authorized heavy-duty tower determines that the towing equipment he has brought will not be sufficient, he or she will be permitted by law enforcement personnel to notify his or her towing business to get the necessary additional towing equipment, which shall arrive at the scene within thirty (30) minutes of his or her call.
- (l) Initial response to calls for towing equipment from another towing business, regardless of ownership, is prohibited. The initial authorized tower or authorized heavy-duty tower may, however contract with another authorized tower or authorized heavy-duty tower to assist at the scene if specialized towing equipment not normally owned by a towing company is needed, and he or she reasonably believes that additional assistance is necessary in order to effectuate a safe and damage-free tow or heavy-duty tow.
- (m) All towing equipment used by authorized towers and authorized heavy-duty towers must be in good working order.
- (n) Authorized towers and authorized heavy-duty towers may use crossovers located on the interstate only when directed to do so by the sheriff's office or any other law enforcement agency pursuant to § 46.2-920.1 of the Code of Virginia.
- (o) All authorized towers and authorized heavy-duty towers shall have the towing business' name, address (as required by state law), and telephone number printed on both sides of the towing vehicle in letters and numbers of such size, shape and color as to be readily legible during daylight hours from a distance of fifty (50) feet while the towing vehicle is not in motion.
- (p) Authorized towers and authorized heavy-duty towers may use any towing equipment they own to assist them at the scene and to tow the vehicle as long as the authorized tower or authorized heavy-duty tower is initially on the scene within the allotted time frame.

- (q) All authorized towers and authorized heavy-duty towers shall have business cards which contain the following information: name of the towing business, address of business (no P.O. Box numbers), a telephone number, and an after-hours telephone number if necessary. All tow vehicles shall be stocked with a supply of such business cards sufficient to ensure that cards are available for distribution to citizens whose vehicles are towed and to other interested parties.
- (r) All tow truck operators shall possess a valid Virginia driver's license or commercial driver's license (as may be required by law) and shall be qualified to operate the tow vehicle and its equipment. Authorized towers shall ensure that all of their employees meet these requirements.
- (s) Fifty (50) percent of the tow truck operators of every towing business for authorized towers and authorized heavy-duty towers will be required to attend a nationally accredited towing course, which may be taken online, within one (1) year of initial acceptance to the towing rotation list and/or heavy-duty tow rotation list, and maintain all of their current towing certifications. Authorized heavy-duty towers must additionally be certified in all services they provide (i.e. hazardous materials, heavy recovery, etc.). In addition, all authorized towers and authorized heavy-duty towers registered with the county after July 1, 2018 will be required to attend SHRP2 (Strategic Highway Research Program 2) training. SHRP 2 training is traffic incident management responder training, which if offered free of charge by the Virginia State Police.
- (t) Authorized towers and authorized heavy-duty towers shall remove all litter, glass and debris caused by the incident which necessitated towing and/or heavy-duty towing.

(Ord. No. 12-55, § 1, 6-28-18; Ord. No. 12-57, _____)

Sec. 12-235. - Responsibilities and records of authorized towers and authorized heavy-duty towers and sheriff's office.

- (a) If an owner or lienholder fails to claim any vehicle; or if an authorized tower or authorized heavy-duty tower wants to satisfy any lien which it has on a vehicle, it shall be the authorized tower or authorized heavy-duty tower's responsibility to dispose of or sell the vehicle in compliance with the Virginia Code.
- (b) Authorized tower or authorized heavy-duty tower shall be reasonably responsible for vehicle(s) towed and any contents from the time the vehicle is towed until one (1) of the following events occurs:
 - (1) The vehicle is delivered to a location specified by the owner or a person authorized in a written and signed statement from the owner.

- (2) The vehicle and its contents are released to and accepted by the owner, lienholder or a person authorized in a written and signed statement from the owner or lienholder, in the same condition as originally towed. A facsimile of the written and signed authorization shall be acceptable as a form of release from the owner or lienholder of the vehicle along with a photocopy of the owner's or lienholder's and authorized person's photo identifications.
 - (3) The vehicle is otherwise disposed of according to law.
- (c) The authorized tower and/or authorized heavy-duty tower shall keep records of all vehicles which have been towed pursuant to the towing service agreement. These records shall include, at a minimum, the date and time of the tow or heavy-duty tow, the vehicle's license plate number and state of issue, the model and color of the vehicle, the location from which it was towed, the charges for towing or heavy-duty towing and storage, the disposition of the vehicle, and date of disposition.
- (1) Such records Such records shall be available for inspection by the sheriff or his designee during the authorized tower and/or authorized heavy-duty tower's normal business hours
 - (2) The towing business shall retain a copy of these records for at least twelve (12) months from the date of tow or heavy-duty tow.
- (d) Authorized towers and/or authorized heavy-duty towers shall promptly arrange for the release of vehicles towed or stored pursuant to this article. There must be an attendant on duty from the hours of 8:00 a.m. through 5:00 p.m., except on weekends and state holidays, for the purpose of permitting inspection or release of towed vehicles from storage sites. After hours, authorized towers, authorized heavy-duty towers or storage site attendants must be available by telephone, as well as available twenty-four (24) hours a day each day of the year to go to the storage site for the purpose of releasing towed vehicles.
- (e) Authorized towers and/or authorized heavy-duty towers, upon receiving a request to release or permit an inspection of a towed vehicle from the owner, operator, lienholder or a person authorized in a written and signed statement from the owner or lienholder, shall release that vehicle to the owner, lienholder or other authorized person between the hours of 8:00 a.m. and 5:00 p.m. upon full payment being paid to the authorized tower or authorized heavy-duty tower.
- (f) Authorized towers and/or authorized heavy-duty towers, upon receiving a request to release or permit an inspection of a towed vehicle by an owner, lienholder or a person authorized in a written and signed statement from the owner or lienholder during non-business hours, shall allow and otherwise require two (2) hours-notice for the release of such vehicle.

- (g) Authorized towers and/or authorized heavy-duty towers shall not release any vehicle designated as "seized" or "seized for forfeiture" by a law enforcement agency until the authorized tower or authorized heavy-duty tower obtains permission from the requesting agency. The authorized tower or authorized heavy-duty tower shall bill the requesting agency for the cost of the tow, or heavy-duty tow, and storage.

(Ord. No. 12-55, § 1, 6-28-18; Ord. No. 12-57, _____)

Sec. 12-236. Compensation to authorized towers and authorized heavy-duty towers.

- (a) All costs incident to towing and storage shall be paid to the authorized tower and authorized heavy-duty tower by the owner or lienholder of the towed and stored vehicle or a person authorized in a written and signed statement from the owner or lienholder.
- (b) The towing and storage fees charged by the authorized tower or authorized heavy-duty tower shall comply with its towing service agreement and shall not exceed the maximum rates set forth below. There shall be no additional charges for mileage within a single zone. Storage charges shall be charged daily after the towed vehicle had been at the storage site a minimum of twenty-four (24) hours, based on a 24-hour period, with day hours being Monday through Friday, from 8:00 a.m. to 5:00 p.m., and after hours from 5:00 p.m. to 7:59 a.m. every day, and all day on weekends and holidays:

(1) *Standard towing fees.*

a. Basic law enforcement tow (accident and clean up). Includes, but not limited to, sweeping up and removing glass and vehicle and its parts from roadway.	\$325.00/day \$375.00/after hours
b. Basic law enforcement tow non-accident (impound, disabled).	\$200.00/day \$225.00/after hours
c. Additional cleanup. Including but not limited to, a need for more than five (5) gallons of absorbent, or removal of trees or other excessively large items.	\$50.00
d. After hours release/gate fee.	\$65.00
e. Third/subsequent visit to vehicle (first two (2) free).	\$20.00 per visit
f. Second tow truck required. Exception: Second tow truck is for a second vehicle requiring an additional VSA-41.	\$175.00/day \$200.00/after hours
g. Daily vehicle storage fee, calculated per 24-hour period No charge if pick up within twenty-four (24) hours of arrival at storage site.	\$75.00 per unit
h. Cutting off locks (boat/trailer).	\$35.00
i. Tarp fee.	\$55.00
j. Administrative fees—After third business day with proof of work	\$250.00
k. Winching/recovery fees:	

1. Winching/recovery 20—74 feet:	\$125.00
2. Advanced winching/recovery seventy-five (75) feet and up. (Overturned vehicles/cutting of trees)	\$200.00
l. Law enforcement out-of-zone towing mileage (from border of assigned zone to drop-off point).	\$4.50 per mile
m. Standby fee (after first hour).	\$100.00 per hour
n. Off-road recovery fee	Prices set at reasonable rate compared to other local towers.
o. Extra manpower (laborer) recovery (per non-operator employee)	\$65.00 per hour
p. Authorized tower may sub-contract (must have receipt)	Cost + 35%

(2) *Heavy-duty towing fee.*

a. Basic law enforcement heavy-duty tow (HDT)	
First two (2) hours	\$800.00
Each subsequent hour (same HDT vehicle)	\$400.00
b. Daily vehicle storage fee—Calculated per 24-hour period and no charge if picked up within 24 hours of arrival at storage site.	\$100.00
c. Administrative fees (after third business day with proof of work).	\$250.00
d. After hours release/gate fee. Fee begins when gate opens.	\$65.00 per hour
e. Brake caging fee.	\$65.00
f. Extra manpower (laborer) recovery (per non-operator employee):	\$95.00 per hour
g. Air bags—Authorized tower may sub-contract at minimum rate.	\$1,200.00 minimum
h. Land-all style trailer fee.	\$450.00 per hour
i. Other equipment standby fee.	\$150.00 per hour
j. Recovery price per pound.	Based on acceptable industry standards.
k. Specialized equipment.	Based on acceptable industry standards.

- (c) Authorized towers and authorized heavy-duty towers may charge a fee for the use of credit cards which complies with federal and Virginia law.
- (d) An itemized numbered receipt for payment shall be issued to the owner, owner-authorized operator, lienholder, or a person authorized in a written and signed statement from the owner or lienholder making payment. Said receipt shall also include a signature line for the owner, owner-authorized operator, lienholder or other owner or lienholder-authorized person acknowledging receipt of the vehicle.

- (e) Additional fees may be charged for extraordinary conditions, including when there is a declared state of emergency for the county. All additional fees must be documented.
- (f) The current Tow Board shall review towing and recovery charge rates under Section 12-236 at least once every two years on or about January 1st before a new Tow Board is appointed by the Board of Supervisors to ensure fees are properly adjusted to the economy.

(Ord. No. 12-55, § 1, 6-28-18; Ord. No. 12-57, _____)

Sec. 12-237. - Law enforcement tow requirements.

- (a) *Authorized requester requirements.* Law enforcement tow requests shall be made only by Law enforcement personnel, as defined in Section 12-226.
 - (1) The County and Virginia Department of State Police may enter into a Memorandum of understanding for the latter to provide for towing services within the County; and
 - (2) During the duration of such MOU, the Virginia Department of State Police shall be considered a Law enforcement agency, as defined in this Chapter; and
 - (3) During the duration of such MOU, those troopers, employees and agents of the Virginia Department of State Police, who are authorized to direct or regulate traffic or make arrests within the County for violations of this Chapter or Title 46.2 of the Code of Virginia, shall be considered Law enforcement personnel, as defined in this Chapter; and
 - (4) During the duration of such MOU, those personnel described in subsection (a)(3) above, shall be authorized to request Law enforcement tows within the County.
 - (5) Upon termination, revocation or expiration of such MOU, the designations conferred upon the Virginia Department of State Police and its personnel in this subsection, and the authority of same to request Law enforcement tows within the County, shall cease.
- (b) *Safety requirements.*
 - (1) No authorized tower, authorized heavy-duty tower or tow truck operator shall participate in a law enforcement tow unless the towing vehicle being used is equipped with the following equipment:
 - a. A power winch, winch line, and boom, with factory-rated lifted capacity of not less than eight thousand (8,000) pounds, single line capacity or a hydraulic wheel-lift with a lifting capacity of not less than two thousand five hundred (2,500) pounds;
 - b. A hydraulic lift sufficient to prevent swinging of any towing equipment and/or vehicle being transported and/or towed. This subsection does not apply to a rollback unless the wheels of a towed vehicle are in contact with the ground. In the event that a self-contained non-propelled towing device, or some other form of auxiliary device is used,

the vehicle to which that device is attached and which is providing the motive and braking forces, does not need to provide this equipment;

- c. Five-sixteenths-inch link steel safety chains for towing a vehicle with a gross vehicle weight of ten thousand (10,000) pounds or less and three-eighths-inch highest steel chains or their equivalent for towing vehicles with a gross vehicle weight over ten thousand (10,000) pounds. These link sizes are minimums.
- d. One (1) five-pound ABC fire extinguisher. All fire extinguishers shall be properly filled, operable, and located so as to be readily accessible for use. Fire extinguishers shall meet the minimum requirements of the National Fire Protection Handbook 10, and shall be so labeled;
- e. One crowbar or wrecking bar that is not less than thirty-six (36) inches in length with a wedge head;
- f. One broom of a type designed for pushing with an eighteen (18) inch head, and a handle of not less than thirty-six (36) inches;
- g. One flat-edged shovel of at least nine (9) inches, with a handle of not less than thirty-six (36) inches;
- h. A box or bucket to carry glass and/or debris removed from accident scenes;
- i. Rope or wire suitable for securing doors, hoods, trunks, etc.;
- j. A functioning spotlight or flashlight;
- k. Outside rearview mirrors on both sides of the towing vehicle;
- l. Emergency lights;
- m. Three (3) portable red emergency triangle reflectors, orange cones at least eighteen (18) inches tall, or flares;
- n. Auxiliary tow lights;
- o. A high mounted stop lamp shall be mounted on any towing vehicle if its overall width is less than eighty (80) inches, or its GVWR is ten thousand (10,000) pounds or less and is manufactured on or after September 1, 1993; and
- p. Work lights shall be wired to a separate switch and shall not be illuminated when the towing vehicle is in motion. These lights must be steady burning white lights that project light to the rear of the towing vehicle.

(2) No authorized tower, heavy-duty tower or tow truck operator shall use or operate a towing vehicle to tow a vehicle without using auxiliary tow lights unless the towed vehicle or heavy-duty towed vehicle is loaded on a rollback.

(3) No authorized tower or tow truck operator shall equip a towing vehicle with a two-way radio or scanner, any two-way radio that can transmit on any law enforcement frequency, or any other such devices. Any authorized tower or authorized heavy-duty tower found transmitting on any law enforcement frequency shall be subject to suspension or revocation in accordance with this article.

(4) No authorized tower, authorized heavy-duty tower or tow truck operator shall equip a towing vehicle with any device designed to detect or monitor radar, laser, or any other speed-measuring instrument or perform a law enforcement tow using a towing vehicle so equipped.

(5) No authorized tower, authorized heavy-duty tower or tow truck operator shall perform a law enforcement tow without using safety chains or two (2) wheeled straps per recommended guidelines from the manufacturer of the towing vehicle or equipment.

(6) No authorized tower, authorized heavy-duty tower or tow truck operator shall use a towing vehicle to lift more than its factory-rated lifting capacity allows.

(7) An authorized tower, authorized heavy-duty tower or tow truck operator shall ensure that while lifting a vehicle in preparation for a law enforcement tow, all nonessential persons are a safe distance from the towing vehicle and towed vehicle. A safe distance is at least twice the distance between the end of the boom and the point of hook-up on the vehicle being winched or twice the distance the vehicle is being lifted, whichever is greater. If a hydraulic lift is being used, a safe distance is twice the distance to which the lift arm is extended. A tow truck operator is responsible for maintaining safe conditions around the towing vehicle during any preparation for towing and winching of the vehicle.

(8) If a towing vehicle or towed vehicle or heavy-duty towed vehicle is in a lane of traffic, the tow truck operator shall ensure that the flow of traffic is diverted. A tow truck operator shall not place or operate a towing vehicle cable across a lane or lanes of traffic, unless the traffic is stopped or diverted by law enforcement personnel, or in the event law enforcement personnel have not yet arrived on scene and there is imminent danger or actual risk of fire or explosion, the fire chief or fire officer in charge of the scene, in person or by deputy, may permit safe winching or lifting of the vehicle to be towed.

(9) An authorized tower, authorized heavy-duty tower and tow truck operators shall maintain and keep in good working order all safety mechanisms of the towing vehicles they own and operate, respectively, including, but not limited to, all headlights, tail lights, turn signals, brakes, brake lights, hazard lights, flashing warning lights, windshield wipers, wiper blades, handles opening doors and windows, and tires.

(10) All towing vehicles shall operate within the applicable recommended towed vehicle and heavy-duty towed vehicle manufacturer's safety policies and procedures.

(11) Each towing vehicle shall meet the safety requirements of all other applicable statutes in addition to meeting the safety requirements of this article.

(c) *Law enforcement requested towing scenes.* The following rules apply to law enforcement requested towing scenes:

(1) Except in an emergency or at the direction of a law enforcement officer, tow truck operators shall park all towing vehicles at least one hundred (100) feet from any law enforcement scene. A tow truck operator may only use beacon lights as directed by state law.

(2) The tow truck operator shall park the towing vehicle on the same side of the road as the vehicle to be towed.

(3) The tow truck operators of the authorized tower(s) and or authorized heavy-duty tower(s) selected to perform the law enforcement tow shall remove all debris from the law enforcement requested towing scene, and taking care to avoid any areas which contain evidence pertinent to an investigation as directed by law enforcement officers.

(4) Any tow truck operator soliciting a vehicle operator at the scene after law enforcement officers arrive, or soliciting any injured operator at any time, shall not be allowed to perform the law enforcement tow. An injured party will be defined as a person who has visible injuries or who claims injuries.

(5) The owner and/or operator of a vehicle to be towed will be allowed to determine who will tow the vehicle and, if any, the trailer connected to same and the load thereon and therein to safety from a law enforcement requested towing scene, except if the owner and/or operator is under arrest or the vehicle is an immediate traffic hazard.

(6) All towing vehicles are subject to on-scene inspections by any law enforcement officer designated as towing vehicle inspector, any motor carrier inspector, or any sheriff's office designee.

(7) Authorized towers, authorized heavy-duty towers and tow truck operators shall obey all federal, state, and county laws and ordinances. Violators are subject to arrest, and penalties authorized by law, including the suspension or revocation of any.

(8) Once a towed vehicle or heavy-duty towed vehicle has been fully hooked up and a law enforcement tow has been initiated, the authorized tower or authorized heavy-duty tower may charge for the tow or heavy-duty tow only as authorized pursuant to this article.

(9) At any law enforcement requested towing scene, any law enforcement officer may inspect any towing vehicle and towing equipment for violations of this article.

(10) Unless otherwise directed by a law enforcement officer, vehicles towed from law enforcement scenes shall be taken directly to the storage site for the authorized tower or authorized heavy-duty tower with whom the tow truck operator is employed or sponsored.

(Ord. No. 12-55, § 1, 6-28-18; Ord. No. 12-57, _____)

Sec. 12-238. - Rotation system.

- (a) The sheriff and his designees shall ensure that authorized towers are called on a rotating basis according to the towing rotation list for the zones of operation to which they are assigned. When heavy-duty towing is required, the sheriff or his designees shall ensure that authorized heavy-duty towers are called on a rotating basis according to the heavy-duty tow rotation list, which applies county-wide.
- (b) The owner or operator of a vehicle to be towed shall be allowed to specify the tower or heavy-duty tower of his or her choice, whether or not the tower or heavy-duty tower is an authorized tower or authorized heavy-duty tower, unless the vehicle to be towed constitutes a traffic hazard and the requested tower or heavy-duty tower will have an unacceptable response time.
- (c) Law enforcement personnel shall not call a tower or heavy-duty tower who does not have a towing service agreement with the sheriff's office unless all authorized towers on the towing rotation list or, if heavy-duty towing is needed, authorized heavy-duty towers on the heavy-duty tow rotation list are unavailable or an emergency exists.
- (d) The senior patrol supervisor on duty may temporarily suspend the towing rotation list and/or heavy-duty tow rotation list for reasons such as, but not limited to, bad weather and any emergency events. However, any towers and heavy-duty towers who are randomly used at the request of law enforcement officers, during suspensions of either list, must be reported to the sheriff's office communications office for record purposes. In the event an authorized tower or authorized heavy-duty tower responding to a law enforcement tow is not used, for reasons not the fault of the authorized tower or authorized heavy-duty tower, that authorized tower or authorized heavy-duty tower will be placed back on top of their respective list.
- (e) The law enforcement personnel at a law enforcement requested towing scene may reject the services of the authorized tower or authorized heavy-duty tower dispatched if tow the truck operator arrives unfit to perform the tow. Unfitness shall include, but is not limited to, possession of an improper or inadequate towing vehicle or equipment according to provisions and requirements of this article, and/or operation by personnel who, due to obvious signs of intoxication or other incapacity, are not able to perform the tow or heavy-duty tow safely. In the event that the tow truck operator is determined to be unfit, law enforcement personnel shall notify the sheriff's office communications office to dispatch the next authorized tower or authorized heavy-duty tower on the appropriate list, shall report said decision to the senior patrol supervisor on duty, and shall file a written report with the

sheriff. Any representation of an authorized tower or authorized heavy-duty tower who law enforcement personnel deems unfit to perform the tow, will, at a minimum, cause the authorized tower or authorized heavy-duty tower to lose that turn in the rotation, and fall to the bottom of their respective list. Additional violations may cause the tow truck operator and authorized tower or authorized heavy-duty tower to be suspended or terminated pursuant to sections 12-240 through 12-243 of this article.

- (f) Law enforcement personnel will call another authorized tower or authorized heavy-duty tower if the first authorized tower or authorized heavy-duty tower fails to answer the telephone or a busy signal is received after two (2) attempts within five (5) minutes.
- (g) This is an equal call system, giving each authorized tower in a zone, and each authorized heavy-duty tower in the county, equal opportunity to respond. If an authorized tower or authorized heavy-duty tower does not answer his/her telephone or refuses the call, that authorized tower or authorized heavy-duty tower loses that turn in rotation, falls to the bottom of their respective list, and will not be called until their list rotates again.

(Ord. No. 12-55, § 1, 6-28-18; Ord. No. 12-57, _____)

Sec. 12-239. - Solicitation of business by authorized towers or authorized heavy-duty towers.

- (a) No authorized tower or authorized heavy-duty tower shall respond to an accident scene for the purpose of towing the involved vehicles unless specifically called there by authorized law enforcement personnel or a person involved in the accident or emergency. Violation of this section shall result in suspension from the towing rotation list and/or heavy-duty tow rotation list for thirty (30) days for the first offense, sixty (60) days for the second offense, and termination from the towing rotation list and/or heavy-duty tow rotation list for a third offense. Violations of this section shall be punishable as Class 3 misdemeanors.
- (b) Law enforcement personnel may direct an authorized tower to provide necessary towing services in such instances when immediate assistance is necessary to protect persons or property.
- (c) Authorized towers and authorized heavy-duty towers are prohibited from soliciting towing business at the scene of accidents; however, authorized towers and authorized heavy-duty towers are not otherwise prohibited from contracting with any person, firm or corporation.

(Ord. No. 12-55, § 1, 6-28-18; Ord. No. 12-57, _____)

§ 2. This ordinance shall be in force and effect upon adoption.

(To: Display Advertising (Classified Section))

Please run the following ad **in display or classifieds on _____ and _____** in the **Free Lance-Star**. with the usual format: bold border; Spotsylvania County seal; 2 columns wide; underline as shown; larger, darker print for underlined portions.

NOTICE OF PUBLIC HEARING

The Spotsylvania County Board of Supervisors will hold a public hearing at _____ **p.m.** on **Tuesday, _____ 2022**, in the Holbert Building located at 9104 Courthouse Road, Spotsylvania, Va. 22553, to consider proposed Ordinance No.12-57, amendments to Spotsylvania County Code Chapter 12, Motor Vehicles and Traffic, Article VII. – Towing, Sections: 12-226, Purpose; board; towers are independent contractors, 12-227, Definitions, 12-231, Duties and requirements of authorized towers and authorized heavy-duty towers, 12-235, Responsibilities and records of authorized towers and authorized heavy-duty towers and sheriff's office, 12-236, Compensation to authorized towers and authorized heavy-duty towers, 12-237, Law enforcement tow requirements, 12-238, Rotation System, and 12-239, Solicitation of business by authorized towers or authorized heavy-duty towers. The proposed amendments to these sections reflect recommended changes to Section 12-226, Purpose; board; towers are independent contractors, to amend ordinance language to clarify that provisions of the article are only applicable to tows requested by authorized law enforcement officers, Section 12-227, Definitions, to amend the definition of "Law enforcement officer or Law-enforcement personnel" and add a definition of "Memorandum of understanding or MOU", Section 12-231, Duties and requirements of authorized towers and authorized heavy-duty towers, to amend ordinance language to reflect changes to the definition of "Law enforcement officer or Law-enforcement personnel", Section 12-235, Responsibilities and records of authorized towers and authorized heavy-duty towers and sheriff's office, to amend ordinance language to reflect changes to the definition of "Law enforcement officer or Law-enforcement personnel", Section 12-236, Compensation to authorized towers and authorized heavy-duty towers, to amend compensation rates to those recommended by the towing advisory board, Section 12-237, Law enforcement tow requirements, to amend Authorized requester requirements and clarify that law enforcement tow requests shall be made only by Law enforcement personnel, pursuant to the amended definition in Section 12-226, Section 12-238, Rotation System, to amend ordinance language to reflect changes to the definition of "Law enforcement officer or Law-enforcement personnel", and Section 12-239, Solicitation of business by authorized towers or authorized heavy-duty towers, to amend ordinance language to reflect changes to the definition of "Law enforcement officer or Law-enforcement personnel". For purposes of Spotsylvania County Code Chapter 12, Virginia State Troopers fall within this amended definition only if an active Memorandum of understanding exists between the County and Virginia Department of State Police for the latter to request law enforcement tows within the County. The proposed amendments likewise include addition of a definition of "Memorandum of understanding or MOU", meaning a written agreement between two or more parties working in conjunction to achieve the purposes of Chapter 12.

Persons interested may appear and present their views at the public hearing described above. The proposed amendments are available in County Administration, located at 9104 Courthouse, 2nd Floor, Spotsylvania, Virginia, 22553; (540) 507-7010, and may be inspected between 8:00 a.m. and

4:30 p.m., Monday through Friday. Additionally, information will be available online as part of the agenda for the 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 of any accommodations you may require at least five days before the meeting you wish to attend.

BY ORDER OF THE SPOTSYLVANIA COUNTY BOARD OF SUPERVISORS

ED PETROVITCH, COUNTY ADMINISTRATOR

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

Meeting Date:	June 14, 2022
Title:	Authorization for the Sale of 2022 General Obligation Bonds and Authorization of Future Public Hearing for Associated Budget Adjustment

Type:	Action, Resolution
Agenda Title:	Authorization for the Sale of 2022 General Obligation Bonds and Authorization of Future Public Hearing for Associated Budget Adjustment
Recommendation:	1) Approve the attached resolution and related documents authorizing the issuance of up to \$37,500,000 in 2022 General Obligation (GO) Public Improvement Bonds for the purpose of financing certain FY 2023 capital projects. 2) Authorize a public hearing to be held following the sale of the bonds (date TBD) to receive comment on the adjustment that will be necessary to the FY 2023 Budget to reflect these bond proceeds and issuance costs. During the FY 2023 Budget and CIP processes, staff discussed the need to issue bonds to accomplish certain FY 2023 capital projects planned in the FY 2023 CIP and Budget. Projects for which borrowed funds are anticipated to be used are as follows: • School technology, bus replacements, and capital maintenance projects; • Fire replacement equipment; • Replacement of Co. 3; • Rural road safety improvements; • Hood Drive improvements at VA Clinic entrance; and • Rt. 1 improvements at VA Clinic entrance.
Summary:	Debt service related to this GO issuance is included in the FY 2023 Adopted Budget. A future budget adjustment will be necessary to record the bond

proceeds and issuance costs once the transaction is finalized. Due to the dollar amount of the future budget adjustment, a public hearing will be required.

Staff requests that the Board approve the attached resolution and related documents for the GO issuance to occur this summer. As is always the case when we request Board approval of bond documents, the documents are subject to further edits as we finalize the bond transaction. The documents are substantially complete at this time. Additionally, staff requests that a public hearing to budget the bond proceeds be authorized to follow the closing of the bond sale, the timing of which is to be determined.

FY 2023 debt service costs related to this GO bond issuance are included in the FY 2023 Adopted Budget. Once the bond issuance is complete, we will request the Board's approval to adjust the FY 2023 Budget for the actual bond proceeds and related issuance expenses.

Financial Impact:

Staff Contacts:

Bonnie Jewell, Assistant County Administrator/Chief Financial Officer

Legal Counsel:

Richard L. Hurlbert, Jr., Bond Counsel

Consequence of Denial/Inaction:

If approval is denied, the bonds will not be issued and the projects will not take place as planned and approved in the FY 2023 Budget and CIP.

ATTACHMENTS:

File Name	Description	Type
BOS_Resolution_-_Series_2022_GO_Bonds_(v4).doc	Resolution	Resolution
NOS_v3.doc	Notice of Sale	Backup Material
POS_v2.docx	Preliminary Official Statement	Backup Material
Appendix_A_-_Draft_Substantially_Complete.docx	Appendix A	Backup Material

RESOLUTION NO. 2022-

**RESOLUTION PROVIDING FOR THE ISSUANCE, SALE AND AWARD
OF SPOTSYLVANIA COUNTY, VIRGINIA, GENERAL OBLIGATION
PUBLIC IMPROVEMENT BONDS, SERIES 2022, IN THE MAXIMUM
AGGREGATE PRINCIPAL AMOUNT OF \$37,500,000, AND PROVIDING
FOR THE FORM, DETAILS AND PAYMENT THEREOF**

WHEREAS, the issuance of \$241,422,467 in general obligation public improvement bonds of the County was authorized by a resolution adopted by the Board on July 8, 2014, and was approved by the qualified voters of the County at an election held on November 4, 2014 (the “2014 Referendum”), of which \$141,724,876 was authorized for the financing of school projects, \$36,388,641 was authorized for public safety projects, and \$63,308,950 was authorized for transportation projects;

WHEREAS, under the 2014 Referendum, (1) \$15,901,960 in principal amount of bonds authorized for public school projects remains authorized and unissued on the date hereof, (2) \$17,173,641 in principal amount of bonds authorized for public safety projects remains authorized and unissued on the date hereof, and (3) \$48,043,950 in principal amount of bonds authorized for transportation projects remains authorized and unissued on the date hereof;

WHEREAS, the issuance of \$340,704,983 in general obligation public improvement bonds of the County was authorized by resolutions adopted by the Board on July 27, 2021, and was approved by the qualified voters of the County at an election held on November 2, 2021 (the “2021 Referendum”), of which \$206,800,000 was authorized for the financing of school projects, \$32,162,474 was authorized for public safety projects, and \$101,742,509 was authorized for transportation projects;

WHEREAS, under the 2021 Referendum, (1) \$206,800,000 in principal amount of bonds authorized for public school projects remains authorized and unissued on the date hereof, (2) \$32,162,474 in principal amount of bonds authorized for public safety projects remains authorized and unissued on the date hereof, and (3) \$101,742,509 in principal amount of bonds authorized for transportation projects remains authorized and unissued on the date hereof;

WHEREAS, County administration, in consultation with the Financial Advisor, has recommended to the Board a plan of finance under which the County would issue and sell (1) general obligation public improvement bonds in the maximum aggregate principal amount of \$37,500,000 pursuant to the above-described authority given in the 2014 Referendum and the 2021 Referendum, including (a) up to \$27,935,000 in general obligation public improvement bonds to finance or reimburse the County for costs associated with public school projects in the County, (b) up to \$3,250,000 in general obligation public improvement bonds to finance or reimburse the County for costs associated with public safety projects in the County, and (c) up to \$6,315,000 in general obligation public improvement bonds to finance or reimburse the County

for costs associated with transportation projects in the County (collectively, the “Plan of Finance”); and

WHEREAS, the Board has determined that it would benefit the County to issue and sell such bonds and that either the County Administrator of the County (hereinafter, the “County Administrator”) or the Assistant County Administrator/Chief Financial Officer of the County (hereinafter, “Chief Financial Officer”) should be authorized to implement the Plan of Finance and to finalize and approve the final terms of the bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SPOTSYLVANIA COUNTY, VIRGINIA:

1. Issuance of Bonds. There shall be issued and sold, pursuant to the Constitution and statutes of the Commonwealth of Virginia, including the Public Finance Act of 1991, general obligation public improvement bonds of the County in the maximum aggregate principal amount of \$37,500,000 (the “Bonds”) to provide funds to pay all or a portion of the costs of the Plan of Finance and the costs of issuing the Bonds.

2. Bond Details. The Bonds shall be designated as “General Obligation Public Improvement Bonds, Series 2022,” with such series or subseries designations as may be determined to be advisable by the County Administrator or the Chief Financial Officer, shall be in registered form, shall be dated such date or dates not later than December 31, 2022 as may be determined by the County Administrator or the Chief Financial Officer, shall be in denominations of \$5,000 and integral multiples thereof, and shall be numbered R-1 upward. Subject to the provisions of Section 8, the issuance and sale of the Bonds are authorized on terms as shall be satisfactory to the County Administrator or the Chief Financial Officer; provided, however, that the Bonds (a) shall have a “true” or “Canadian” interest cost not to exceed 5.50%, (b) shall be sold at a price not less than 98% of the original aggregated principal amount thereof (inclusive of original issue premium, original issue discount and underwriter’s discount), and (c) shall mature, or be subject to mandatory sinking fund redemption, in annual installments beginning no later than December 31, 2023 and ending no later than December 31, 2042. The Bonds may be issued as tax-exempt or taxable bonds, on such date or dates, in one or more series for one or more of the purposes included in the Plan of Finance, all as may be determined by the County Administrator or the Chief Financial Officer.

Each Bond shall bear interest from its date at such rate as shall be determined at the time of sale, calculated on the basis of a 360-day year of twelve 30-day months, and payable semiannually on dates determined by the County Administrator or the Chief Financial Officer. Principal and premium, if any, shall be payable to the registered owners upon surrender of Bonds as they become due at the office of the Registrar (as defined in Section 7 hereof). Interest shall be payable by check or draft mailed to the registered owners at their addresses as they appear on the registration books kept by the Registrar on the date 15 days prior to each interest payment date (the “Record Date”) or as otherwise determined by the County Administrator or the Chief Financial Officer. Principal, premium, if any, and interest shall be payable in lawful money of the United States of America.

Initially, one Bond certificate for each maturity of the Bonds shall be issued to and registered in the name of The Depository Trust Company, New York, New York (“DTC”), or its nominee. The County has heretofore entered into a Letter of Representations relating to a book-entry system to be maintained by DTC with respect to the Bonds. “Securities Depository” shall mean DTC or any other securities depository for the Bonds appointed pursuant to this Section. In the event that the Bonds are sold by direct private placement with one or more financial institutions, the Bonds shall be issued to and registered in the name of such institution(s) at the request of such institution(s).

In the event that (a) the Securities Depository determines not to continue to act as the securities depository for the Bonds by giving notice to the Registrar, and the County discharges its responsibilities hereunder, or (b) the County in its sole discretion determines (i) that beneficial owners of Bonds shall be able to obtain certificated Bonds or (ii) to select a new Securities Depository, then the Chief Financial Officer of the County shall, at the direction of the County, attempt to locate another qualified securities depository to serve as Securities Depository and authenticate and deliver certificated Bonds to the new Securities Depository or its nominee, or authenticate and deliver certificated Bonds to the beneficial owners or to the Securities Depository participants on behalf of beneficial owners substantially in the form provided for in Section 5; provided, however, that such form shall provide for interest on the Bonds to be payable (A) from the date of the Bonds if they are authenticated prior to the first interest payment date, or (B) otherwise from the interest payment date that is or immediately precedes the date on which the Bonds are authenticated (unless payment of interest thereon is in default, in which case interest on such Bonds shall be payable from the date to which interest has been paid). In delivering certificated Bonds, the Chief Financial Officer shall be entitled to rely on the records of the Securities Depository as to the beneficial owners or the records of the Securities Depository participants acting on behalf of beneficial owners. Such certificated Bonds will then be registrable, transferable and exchangeable as set forth in Section 7.

So long as there is a Securities Depository for the Bonds (1) it or its nominee shall be the registered owner of the Bonds, (2) notwithstanding anything to the contrary in this Resolution, determinations of persons entitled to payment of principal, premium, if any, and interest transfers of ownership and exchanges and receipt of notices shall be the responsibility of the Securities Depository and shall be effected pursuant to rules and procedures established by such Securities Depository, (3) the Registrar and the County shall not be responsible or liable for maintaining, supervising or reviewing the records maintained by the Securities Depository, its participants or persons acting through such participants, (4) references in this Resolution to registered owners of the Bonds shall mean such Securities Depository or its nominee and shall not mean the beneficial owners of the Bonds, and (5) in the event of any inconsistency between the provisions of this Resolution and the provisions of the above-referenced Letter of Representations such provisions of the Letter of Representations, except to the extent set forth in this paragraph and the next preceding paragraph, shall control.

3. Redemption Provisions. The Bonds may be subject to redemption prior to maturity at the option of the County on or after the dates, if any, determined by the County Administrator or the Chief Financial Officer, in whole or in part (in \$5,000 integrals), at any time, at a redemption price equal to the principal amount of the Bonds, together with any interest

accrued to the redemption date, plus (if and as necessary) either (a) a redemption premium in an amount not to exceed 2% of the principal amount of the Bonds, or (b) a “make whole” redemption premium, in either case in such amount as may be determined by the County Administrator or the Chief Financial Officer.

Any Bonds designated and sold as term bonds may be subject to mandatory sinking fund redemption upon terms determined by the County Administrator or the Chief Financial Officer.

If less than all of the Bonds are called for redemption, the maturities of the Bonds to be redeemed shall be selected by the Chief Financial Officer of the County in such manner as she may determine to be in the best interests of the County. If less than all the Bonds of a particular maturity are called for redemption, the Bonds within such maturity to be redeemed shall be selected by the Securities Depository pursuant to its rules and procedures or, if the book-entry system is discontinued, shall be selected by the Registrar by lot in such manner as the Registrar in its discretion may determine. In either case, (a) the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or some integral multiple thereof and (b) in selecting Bonds for redemption, each Bond shall be considered as representing that number of Bonds that is obtained by dividing the principal amount of such Bond by \$5,000. The County shall cause notice of the call for redemption identifying the Bonds or portions thereof to be redeemed to be sent by facsimile or electronic transmission, registered or certified mail or overnight express delivery, not less than 30 nor more than 60 days prior to the redemption date, to the registered owner of the Bonds. The County shall not be responsible for giving notice of redemption to anyone other than DTC or another qualified securities depository then serving or its nominee unless no qualified securities depository is the registered owner of the Bonds. If no qualified securities depository is the registered owner of the Bonds, notice of redemption shall be mailed to the registered owners of the Bonds. If a portion of a Bond is called for redemption, a new Bond in principal amount equal to the unredeemed portion thereof will be issued to the registered owner upon the surrender thereof.

In the case of an optional redemption, the notice may state that (1) it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, no later than the redemption date or (2) the County retains the right to rescind such notice on or prior to the scheduled redemption date (in either case, a “Conditional Redemption”), and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded as described herein. Any Conditional Redemption may be rescinded at any time. The County shall give prompt notice of such rescission to the affected Bondholders. Any Bonds subject to Conditional Redemption where redemption has been rescinded shall remain outstanding, and the rescission shall not constitute an event of default. Further, in the case of a Conditional Redemption, the failure of the County to make funds available on or before the redemption date shall not constitute an event of default, and the County shall give immediate notice to all organizations registered with the Securities and Exchange Commission as securities depositories or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

4. Execution and Authentication. The Bonds shall be signed by the manual or facsimile signature of the Chairman or Vice Chairman of the Board, shall be countersigned by

the manual or facsimile signature of the Clerk or Deputy Clerk of the Board and the Board's seal shall be affixed thereto or a facsimile thereof printed thereon; provided, however, that if both of such signatures are facsimiles, no Bond shall be valid until it has been authenticated by the manual signature of an authorized officer or employee of the Registrar and the date of authentication noted thereon.

5. Bond Form. The Bonds shall be in substantially the form attached hereto, and incorporated herein by this reference, as Exhibit A, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the officers signing the Bonds, whose approval shall be evidenced conclusively by the execution and delivery of the Bonds.

6. Pledge of Full Faith and Credit. The full faith and credit of the County are irrevocably pledged for the payment of principal of and premium, if any, and interest on the Bonds. Unless other funds are lawfully available and appropriated for timely payment of the Bonds, the Board shall levy and collect an annual ad valorem tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all locally taxable property in the County sufficient to pay when due the principal of and premium, if any, and interest on the Bonds.

7. Registration, Transfer and Owners of Bonds. In the event that the Bonds are sold by competitive or negotiated public sale, U.S. Bank Trust Company, National Association, Richmond, Virginia, shall be and is hereby appointed as paying agent and registrar for the Bonds (the "Registrar"). The County may at any time replace the Registrar with another qualified bank or trust company. The Registrar shall maintain registration books for the registration and registration of transfers of Bonds. Upon presentation and surrender of any Bonds at the corporate trust office of the Registrar, together with an assignment duly executed by the registered owner or his duly authorized attorney or legal representative in such form as shall be satisfactory to the Registrar, the County shall execute and the Registrar shall authenticate, if required by Section 4, and deliver in exchange, a new Bond or Bonds having an equal aggregate principal amount, in authorized denominations, of the same form, right of redemption and maturity, bearing interest at the same rate, and registered in names as requested by the then registered owner or his duly authorized attorney or legal representative. Any such exchange shall be at the expense of the County, except that the Registrar may charge the person requesting such exchange the amount of any tax or other governmental charge required to be paid with respect thereto.

The Registrar shall treat the registered owner as the person exclusively entitled to payment of principal, premium, if any, and interest and the exercise of all other rights and powers of the owner, except that interest payments shall be made to the person shown as owner on the registration books on the Record Date.

In the event that the Bonds are sold by direct, private placement with one or more financial institutions, the Treasurer of the County is hereby appointed to serve as paying agent and registrar for the Bonds.

8. Sale of Bonds. The Board authorizes the sale of the Bonds upon the following terms. The Bonds may be sold by competitive bid, by negotiated sale, or by direct private placement with one or more financial institutions, as the County Administrator or the Chief Financial Officer, in collaboration with the Financial Advisor, determines to be in the best interests of the County. The County Administrator or the Chief Financial Officer, in collaboration with the Financial Advisor, is authorized and directed to determine (a) the aggregate principal amount of the Bonds, subject to the limitations set forth in Section 1, (b) the maturity dates, interest rates and purchase prices of the Bonds, subject to the limitations set forth in Section 2, (c) the redemption provisions of the Bonds, subject to the limitations set forth in Section 3, and (d) the dated date, the principal and interest payment dates and the Record Date of the Bonds, all as the County Administrator or the Chief Financial Officer determines to be in the best interests of the County.

If the County Administrator or the Chief Financial Officer determines to sell the Bonds by competitive bid, the County Administrator or the Chief Financial Officer shall receive bids for the Bonds using such bidding platform program and/or software as the County Administrator or the Chief Financial Officer determines to be in the best interests of the County, and shall award the Bonds to the bidder providing the lowest “True” or “Canadian” interest cost, subject to the limitations set forth in Section 2. Following a competitive sale of the Bonds, the County Administrator, as Clerk of the Board, shall file a certificate setting forth the final terms of the Bonds with the County's permanent records. The actions of the County Administrator or the Chief Financial Officer in selling the Bonds by competitive sale shall be conclusive, and no further action with respect to the sale and issuance of the Bonds shall be necessary on the part of the Board.

If the County Administrator or the Chief Financial Officer determines to sell the Bonds by negotiated sale, the County Administrator or the Chief Financial Officer is authorized, in collaboration with the Financial Advisor, to choose any investment bank or firm to serve as underwriter for the Bonds and to execute and deliver to each such underwriter a bond purchase agreement (the “Bond Purchase Agreement”) in a form approved by the County Administrator or the Chief Financial Officer to reflect the final terms of the Bonds, and as approved as to form and correctness by the County Attorney. The execution thereof by the County Administrator or the Chief Financial Officer shall constitute conclusive evidence of his approval of the final form of the Bond Purchase Agreement. Following a negotiated sale, the County Administrator, as Clerk of the Board, shall file a copy of the Bond Purchase Agreement with the County's permanent records. The actions of the County Administrator or the Chief Financial Officer in selling the Bonds by negotiated sale to any underwriter shall be conclusive, and no further action with respect to the sale and issuance of the Bonds shall be necessary on the part of the Board.

If the County Administrator or the Chief Financial Officer determines to sell the Bonds through a direct private placement with one or more financial institutions, the County Administrator, as Clerk of the Board, shall file a certificate setting forth the final terms of the Bonds with the County's permanent records. The actions of the County Administrator or the Chief Financial Officer in selling the Bonds by direct, private placement with one or more financial institutions shall be conclusive, and no further action with respect to the sale and issuance of the Bonds shall be necessary on the part of the Board.

9. Notice of Sale; RFP for Private Placement of Bonds. If the Bonds are sold by competitive sale, the County Administrator or the Chief Financial Officer, in collaboration with the Financial Advisor, is authorized and directed to take all proper steps to advertise the Bonds for sale substantially in accordance with the form of Notice of Sale, a draft of which has been provided to the members of the Board, which is hereby approved; provided that the County Administrator or the Chief Financial Officer, in collaboration with the Financial Advisor, may make such changes in the Notice of Sale not inconsistent with the provisions of this Resolution as he may consider to be in the best interests of the County. The distribution of the Notice of Sale shall constitute conclusive evidence of the approval of the County Administrator or the Chief Financial Officer of any such changes.

If the Bonds are sold by direct private placement with one or more financial institutions, the County Administrator or the Chief Financial Officer, in collaboration with the Financial Advisor, is authorized and directed to take all proper steps to solicit proposals from qualified financial institutions for the purchase of the Bonds through a request for proposals or other process to be instituted by the Financial Advisor on behalf of the County.

10. Official Statement. The form of Preliminary Official Statement describing the Bonds, a draft of which has been provided to the members of the Board, is approved as the form of the Preliminary Official Statement by which the Bonds will be offered for sale, with such completions, omissions, insertions and changes not inconsistent with this Resolution as the County Administrator or the Chief Financial Officer, in collaboration with the Financial Advisor, may consider appropriate, including changes as necessary to reflect a competitive sale or a negotiated sale. After the Bonds have been sold, the County Administrator or the Chief Financial Officer, in collaboration with the Financial Advisor, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this Resolution as are necessary or desirable to complete it as a final Official Statement, execution thereof by the County Administrator or the Chief Financial Officer to constitute conclusive evidence of his approval of any such completions, omissions, insertions and changes. The County shall arrange for the delivery to the underwriters of the Bonds of a reasonable number of copies of the final Official Statement, within seven business days after the Bonds have been sold, for delivery to each potential investor requesting a copy of the Official Statement and to each person to whom the underwriters initially sell Bonds.

11. Official Statement Deemed Final. The County Administrator or the Chief Financial Officer is authorized, on behalf of the County, to deem the Preliminary Official Statement and the Official Statement in final form to be final as of their dates within the meaning of Rule 15c2-12, as amended (the "Rule"), of the Securities and Exchange Commission, except for the omission from the Preliminary Official Statement of certain pricing and other information permitted to be omitted pursuant to the Rule. The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed final as of its date by the County, except for the omission in the Preliminary Official Statement of such pricing and other information permitted to be omitted pursuant to the Rule.

12. Preparation and Delivery of Bonds. After the Bonds have been awarded, the Chairman or Vice Chairman and the Clerk or Deputy Clerk of the Board are authorized and directed to take all proper steps to have the Bonds prepared and executed in accordance with their terms and to deliver the Bonds to the purchasers thereof upon payment therefor.

13. Deposit of Bond Proceeds. The County Treasurer is authorized and directed to provide for the deposit of the proceeds of the Bonds in one or more special accounts to be used to pay or reimburse the County for the costs of the public school projects, public safety projects and road transportation projects to be financed with the proceeds of the Bonds, and to pay the costs of issuing the Bonds.

14. Arbitrage Covenants. The County covenants that it shall not take or omit to take any action the taking or omission of which will cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and the regulations issued pursuant thereto (the “Code”), or otherwise cause interest on the Bonds to be includable in the gross income of the registered owners thereof under existing law. Without limiting the generality of the foregoing, the County shall comply with any provision of law which may require the County at any time to rebate to the United States any part of the earnings derived from the investment of the gross proceeds of the Bonds, unless the County receives an opinion of nationally recognized bond counsel that such compliance is not required to prevent interest on the Bonds from being includable in the gross income of the registered owners thereof under existing law. The County shall pay any such required rebate from its legally available funds.

15. Non-Arbitrage Certificate and Elections. Such officers of the County as may be requested are authorized and directed to execute an appropriate certificate setting forth the expected use and investment of the proceeds of the Bonds in order to show that such expected use and investment will not violate the provisions of Section 148 of the Code, and any elections such officers deem desirable regarding rebate of earnings to the United States for purposes of complying with Section 148 of the Code. Such certificate and elections shall be in such form as may be requested by bond counsel for the County.

16. Limitation on Private Use. The County covenants that it shall not permit the proceeds of the Bonds or the facilities financed or refinanced with the proceeds of the Bonds to be used in any manner that would result in (a) 5% or more of such proceeds or the facilities financed or refinanced with such proceeds being used in a trade or business carried on by any person other than a governmental unit, as provided in Section 141(b) of the Code, (b) 5% or more of such proceeds or the facilities financed or refinanced with such proceeds being used with respect to any output facility (other than a facility for the furnishing of water), within the meaning of Section 141(b)(4) of the Code, or (c) 5% or more of such proceeds being used directly or indirectly to make or finance loans to any persons other than a governmental unit, as provided in Section 141(c) of the Code; provided, however, that if the County receives an opinion of nationally recognized bond counsel that any such covenants need not be complied with to prevent the interest on the Bonds from being includable in the gross income for federal income tax purposes of the registered owners thereof under existing law, the County need not comply with such covenants.

17. Continuing Disclosure Agreement. The Chairman or Vice Chairman of the Board and the County Administrator and such officer or officers of the County as either may designate are hereby authorized and directed to execute a continuing disclosure agreement (the “Continuing Disclosure Agreement”) setting forth the reports and notices to be filed by the County and containing such covenants as may be necessary to assist the purchasers of the Bonds in complying with the provisions of the Rule. The Continuing Disclosure Agreement shall be substantially in the form attached as Appendix D to the draft Preliminary Official Statement circulated to the Board prior to this meeting, with such completions, omissions, insertions and changes that are not inconsistent with this Resolution.

18. SNAP Investment Authorization. The Board has previously received and reviewed an Information Statement describing the State Non-Arbitrage Program of the Commonwealth of Virginia (“SNAP”) and the Contract Creating the State Non-Arbitrage Program Pool I (the “Contract”), and the Board has determined to authorize the County Treasurer to utilize SNAP in connection with the investment of the proceeds of the Bonds, if the County Administrator or the Chief Financial Officer determines that the utilization of SNAP is in the best interests of the County. The Board acknowledges that the Treasury Board of the Commonwealth of Virginia is not, and shall not be, in any way liable to the County in connection with SNAP, except as otherwise provided in the Contract.

19. Official Intent. The County intends that the adoption of this resolution be considered as “official intent” within the meaning of the Treasury Regulations, Section 1.150-2, promulgated under the Code.

20. Other Actions. All other actions of officers of the County and the Board in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the Bonds are approved and confirmed. The officers of the County are authorized and directed to execute and deliver all certificates and instruments and to take all such further action as may be considered necessary or desirable in connection with the issuance, sale and delivery of the Bonds.

21. Repeal of Conflicting Resolutions. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

22. Filing of Resolution with Circuit Court. The County Administrator or the Chief Financial Officer is hereby directed to file a certified copy of this Resolution with the Circuit Court of Spotsylvania County, Virginia, promptly following its adoption.

23. Effective Date. This Resolution shall take effect immediately.

* * *

Approved as to form:

Karl R. Holsten, Esq., County Attorney

CERTIFICATE

The undersigned Clerk of the Board of Supervisors (the “Board”) of the County of Spotsylvania, Virginia (the “County”) hereby certifies that:

1. A meeting of the Board was duly called and held on June 14, 2022 (the “Meeting”).

2 Attached hereto is a true, correct and complete copy of a resolution (the “Resolution”) of the Board entitled “Resolution Providing for the Issuance, Sale and Award of Spotsylvania County, Virginia, General Obligation Public Improvement Bonds, Series 2022, in a Maximum Aggregate Principal Amount of \$37,500,000, and Providing for the Form, Details and Payment Thereof,” as recorded in full in the minutes of the Meeting and duly adopted by a majority of the members of the Board present and voting during the Meeting.

3. A summary of the members of the Board present or absent at the Meeting, and the recorded vote with respect to the Resolution, is set forth below:

Member Name	Voting				
	Present	Absent	Yes	No	Abstaining
Timothy J. McLaughlin - Chairman	_____	_____	_____	_____	_____
David Ross - Vice Chairman	_____	_____	_____	_____	_____
Deborah H. Frazier	_____	_____	_____	_____	_____
Lori Hayes	_____	_____	_____	_____	_____
Jacob Lane	_____	_____	_____	_____	_____
Kevin Marshall	_____	_____	_____	_____	_____
Chris Yakabowski	_____	_____	_____	_____	_____

4. The Resolution has not been repealed, revoked, rescinded or amended, and is in full force and effect on the date hereof.

WITNESS MY HAND and the seal of the Board of Supervisors of the County of Spotsylvania, Virginia, this ____ day of _____, 2022.

Clerk, Board of Supervisors of
the County of Spotsylvania, Virginia

[SEAL]

EXHIBIT A

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate is registered in the name of Cede & Co., or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

REGISTERED

REGISTERED

No. R-____

\$ _____

UNITED STATES OF AMERICA

COMMONWEALTH OF VIRGINIA

SPOTSYLVANIA COUNTY

General Obligation
Public Improvement Bonds,
Series 2022

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
____%	January 15, _____	_____, 2022	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ AND NO/100 DOLLARS

Spotsylvania County, Virginia (the "County"), for value received, promises to pay, upon surrender hereof to the registered owner hereof, or registered assigns or legal representative, the principal sum stated above on the maturity date stated above, subject to prior redemption as hereinafter provided, and to pay interest hereon from its date semiannually on each January 15 and July 15, beginning January 15, 2023, at the annual rate stated above, calculated on the basis of a 360-day year of twelve 30-day months. Principal, premium, if any, and interest are payable in lawful money of the United States of America by U.S. Bank Trust Company, National Association, Richmond, Virginia, which has been appointed paying agent and registrar for this bond (the "Registrar"). If any payment date with respect to this bond is not a Business Day (as hereinafter defined), such payment will be made on the next succeeding Business Day with the same effect as if made on the payment date and no additional interest shall accrue. "Business Day" shall mean a day on which banking business is transacted, but not including a Saturday,

Sunday or legal holiday, or any other day on which banking institutions are authorized by law to close in the Commonwealth of Virginia.

Notwithstanding any other provision hereof, this bond is subject to a book-entry system maintained by The Depository Trust Company, New York, New York (“DTC”), and the payment of principal, premium, if any, and interest, the providing of notices and other matters shall be made as described in the County's Letter of Representations to DTC.

This bond is one of an issue of \$37,500,000 General Obligation Public Improvement Bonds, Series 2022 (the “Series 2022 Bonds”), of like date and tenor, except as to number, denomination, rate of interest, privilege of redemption and maturity. The issuance of the Series 2022 Bonds is authorized by (1) a resolution adopted by the Board on July 8, 2014, and approved by the qualified voters of the County at an election held on November 4, 2014, and (2) resolutions adopted by the Board on July 27, 2021, and approved by the qualified voters of the County at an election held on November 2, 2021.

The Series 2022 Bonds are issued pursuant to the Constitution and statutes of the Commonwealth of Virginia, including the Public Finance Act of 1991, and a resolution adopted by the Board on June 14, 2022, to provide funds to finance or refinance various capital improvements for the County and to pay the costs of issuing the Series 2022 Bonds.

Optional Redemption. The Series 2022 Bonds may be redeemed at the option of the County prior to their respective maturities in whole or in part (in integral multiples of \$5,000) at any time, following requisite notice, on or after [July 15, 2031], upon payment of 100% of the principal amount of the Series 2022 Bonds to be redeemed, together with accrued interest to the redemption date.

[Mandatory Redemption. The Series 2022 Bonds maturing on [_____ 1, 20[___]] are subject to mandatory sinking fund redemption, in part, on _____, 20[___] and on each June 1 thereafter, at a redemption price equal to the principal amount to be redeemed (less any principal amount retired by optional redemption or otherwise as provided in the Resolution) plus accrued interest thereon to the date fixed for redemption, in the years set forth below and in the following amounts:

<u>Year</u>	<u>Amount</u>
-------------	---------------

(final maturity)]

If less than all of the bonds are called for redemption, the maturities of the bonds to be redeemed shall be selected by the Chief Financial Officer of the County in such manner as may be determined to be in the best interest of the County. If less than all of the bonds of a particular maturity are called for redemption, the bonds within such maturity to be redeemed shall be

selected by DTC or any successor securities depository pursuant to its rules and procedures or, if the book entry system is discontinued, shall be selected by the Registrar by lot in such manner as the Registrar in its discretion may determine. In either case, (a) the portion of any bond to be redeemed shall be in the principal amount of \$5,000 or some integral multiple thereof and (b) in selecting bonds for redemption, each bond shall be considered as representing that number of bonds that is obtained by dividing the principal amount of such bond by \$5,000. The County shall cause notice of the call for redemption identifying the bonds or portions thereof to be redeemed to be sent by facsimile or electronic transmission, registered or certified mail or overnight express delivery, not less than 30 nor more than 60 days prior to the redemption date, to DTC or its nominee as the registered owner of the bonds. If a portion of this bond is called for redemption, a new bond in the principal amount of the unredeemed portion hereof shall be issued to the registered owner upon surrender hereof.

The County may give a notice of redemption prior to a deposit of redemption moneys if such notice states that the redemption is to be funded with the proceeds of a refunding bond issue and is conditioned on the deposit of such proceeds. Provided that moneys are deposited on or before the redemption date, such notice shall be effective when given. If such proceeds are not available on the redemption date, such bonds will continue to bear interest until paid at the same rate they would have borne had they not been called for redemption. On presentation and surrender of the bonds called for redemption at the place or places of payment, such bonds shall be paid and redeemed.

The full faith and credit of the County are irrevocably pledged for the payment of principal of and premium, if any, and interest on this bond. Unless other funds are lawfully available appropriated for timely payment of this bond, the Board shall levy and collect an annual ad valorem tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all locally taxable property in the County sufficient to pay when due the principal of and premium, if any, and interest on this bond.

The Registrar shall treat the registered owner of this bond as the person exclusively entitled to payment of principal of and premium, if any, and interest on the bond and the exercise of all rights and powers of the owner, except that interest payments shall be made to the person shown as the owner on the registration books on the date 15 days prior to each interest payment date.

All acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia to happen, exist or be performed precedent to and in the issuance of this bond have happened, exist and have been performed, and the issue of bonds of which this bond is one, together with all other indebtedness of the County, is within every debt and other limit prescribed by the Constitution and statutes of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Spotsylvania, Virginia, has caused this bond to be issued in the name of the County of Spotsylvania, Virginia, to be signed by its Chairman, its seal to be affixed hereto and countersigned by the Clerk of the Board, and this bond to be dated the date first above written.

COUNTY OF SPOTSYLVANIA, VIRGINIA

Chairman, Board of Supervisors of the
County of Spotsylvania, Virginia

(SEAL)

COUNTERSIGNED:

Clerk, Board of Supervisors of the
County of Spotsylvania, Virginia

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sell(s), assign(s) and transfers unto

(Please print or type name and address, including postal zip code, of Transferee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF TRANSFeree:

the within Bond and all rights hereunder, hereby irrevocably constituting and appointing
_____,
Attorney, to transfer the within Bond on the books kept for registration hereof, with full power of
substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed
by an Eligible Guarantor Institution such as
a Commercial Bank, Trust Company,
Securities Broker/Dealer, Credit Union or
Savings Association who is a member of a
medallion program approved by The
Securities Transfer Association, Inc.

(Signature of Registered Owner)

NOTICE: The signature above must
correspond with the name of the
registered owner as it appears on the
front of this Bond in every particular,
without alteration or enlargement or
any change whatsoever.

OFFICIAL NOTICE OF SALE
COUNTY OF SPOTSYLVANIA, VIRGINIA

\$ _____*
General Obligation
Public Improvement Bonds,
Series 2022

Notice is hereby given that electronic all-or-none ("AON") bids will be received by the County of Spotsylvania, Virginia (the "County"), in accordance with this Official Notice of Sale, for the purchase of the County's \$ _____* General Obligation Public Improvement Bonds, Series 2022 (the "Series 2022 Bonds"). All bids must be submitted on Grant Street Group's MuniAuction website ("MuniAuction") [or insert BIDCOMP/PARITY platform in discretion of Chief Financial Officer], accessible at [www. GrantStreet.com](http://www.GrantStreet.com), on August 9, 2022 (the "Date of Sale") between 10:30 a.m. and 10:45 a.m., eastern standard time, unless extended in accordance with the two-minute rule described herein.

Registration

To bid, bidders must first visit the MuniAuction website at www.grantstreet.com where, if they have never registered with either MuniAuction or any municipal debt auction website powered by Grant Street Group, they can register to participate in the County's auction. Only FINRA registered broker dealers and dealer banks with DTC clearing arrangements will be eligible to bid. Bidders who have previously registered with MuniAuction may call auction support at (412) 391-5555 to confirm their ID or password. Each bidder submitting an electronic bid agrees (i) that it is solely responsible for all arrangements with MuniAuction, (ii) that MuniAuction is not acting as the agent of the County, and (iii) that the County is not responsible for ensuring or verifying bidder compliance with any of the procedures of MuniAuction.

Bid Submission; Two Minute Rule

Solely as an accommodation to bidders, electronic bids via MuniAuction will be accepted in accordance with this Official Notice of Sale. The County is using MuniAuction as a communication mechanism to conduct the electronic bidding for the sale of the Series 2022 Bonds, as described herein. To the extent any instructions or directions set forth in MuniAuction conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control.

All bids must be unconditional and submitted on the MuniAuction website. No other provider of electronic bidding services, and no other means of delivery (i.e., telephone, telefax, physical delivery, etc.) will be accepted. Bidders may change and submit bids as many times as they wish during the auction; provided, however, that each bid submitted subsequent to a bidder's initial bid must result in a lower true or "Canadian" interest cost ("TIC"), when compared to the immediately preceding bid of such bidder. The last bid submitted by a bidder before the end of the auction will be compared to all other final bids submitted by others to determine the winning bidder. During the bidding, no bidder will see any other bidder's bid but each bidder will be able to see its ranking (i.e., "Leader", "Cover", "3rd", etc.).

If any bid becomes a leading bid two (2) minutes prior to the end of the auction, then the auction will be automatically extended by two (2) minutes from the time such new leading bid was received by MuniAuction. The auction end time will continue to be extended, indefinitely, until a single leading bid remains the leading bid for at least two (2) minutes.

* Preliminary, subject to change.

Rules of MuniAuction

The “Rules of MuniAuction” can be viewed on the MuniAuction website at “www.grantstreet.com” and are incorporated by reference in this Official Notice of Sale. Bidders must comply with the Rules of MuniAuction in addition to the requirements of this Official Notice of Sale. In the event the Rules of MuniAuction conflict with this Official Notice of Sale, this Official Notice of Sale shall prevail.

The County assumes no responsibility for, and each bidder expressly assumes the risks of and responsibility for, any incomplete, inaccurate or untimely bid submitted by such bidder through MuniAuction. Each bidder shall be solely responsible for making necessary arrangements to access MuniAuction for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Official Notice of Sale. Neither the County nor MuniAuction shall have any duty or obligation to provide or assure such access to any bidder, and neither the County nor MuniAuction shall be responsible for proper operation of, or have any liability for, any delays or interruptions of, or any damages caused by, MuniAuction. For further information about MuniAuction, potential bidders may call (412) 391-5555.

In the event of a malfunction of MuniAuction on the morning of the Date of Sale, bidding will be rescheduled at the discretion of the County in coordination with its financial advisor, PFM Financial Advisors, LLC (the “Financial Advisor”). To the extent possible, the rescheduled bid time will be communicated to the bidders. Each bid must be unconditional.

Change of Date and Time for Receipt of Bids

The County expects to take bids on the Series 2022 Bonds on August 9, 2022. However, the County reserves the right to postpone the date and time established for the receipt of bids. Any such postponement will be announced by MuniAuction (www.GrantStreet.com) or by TM3 newswire (www.tm3.com), or any other such service. If the receipt of bids is postponed, any alternative date for receipt of bids will be announced via MuniAuction or TM3 newswire, or any other such service. Any bidder must submit a sealed bid for the purchase of the Series 2022 Bonds on such alternative sale date in conformity with the provisions of this Official Notice of Sale, except for any changes announced via MuniAuction or TM3 newswire, or any other such service, as described therein.

Principal Redemption

The Series 2022 Bonds will be dated the date of their issuance (the “Dated Date”), and will mature, or be subject to mandatory sinking fund redemption, on January 15 in years and amounts as follows:

Series 2022 Bonds

<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2023	\$	2033	\$
2024		2034	
2025		2035	
2026		2036	
2027		2037	
2028		2038	
2029		2039	
2030		2040	
2031		2041	
2032		2042	

**Preliminary, subject to change. The County reserves the right, after bids are opened and prior to award, to increase or reduce the principal amount of the Series 2022 Bonds offered for sale. Any such increase or reduction will be made in multiples of \$5,000 in any of the maturities. Any such increase or decrease in the principal amount of particular maturities of the Series 2022 Bonds will be communicated to the winning bidder no later than 11:59 A.M., Eastern Time, on the Date of Sale. The dollar amount bid for the principal of the Series 2022 Bonds by the winning bidder will be adjusted as necessary to reflect any increase or decrease in the principal amount of the applicable maturities of the Series 2022 Bonds so adjusted, but the interest rates specified by the winning bidder for each maturity will not be altered. Such adjusted dollar amount bid will not change the amount of the good faith deposit described herein or the winning bidder's compensation per \$1,000 of par amount of the Series 2022 Bonds from that which would have resulted from the bid submitted. The winning bidder may not withdraw its bid as a result of any change made within the foregoing limits.*

Serial Bonds, Term Bonds and Mandatory Sinking Fund Redemptions

Bidders may provide for all of the Series 2022 Bonds to be issued as serial bonds or may designate consecutive annual principal amounts of the Series 2022 Bonds maturing on or after January 15, 2032 to be combined into Term Bonds. In the event that a bidder chooses to specify a Term Bond, each such Term Bond shall be subject to mandatory sinking fund redemption commencing on January 15 of the first year which has been combined to form such Term Bond and continuing on January 15 in each year thereafter until the stated maturity of such Term Bond. The amount redeemed in any year shall be equal to the principal amount for such year set forth in the amortization schedule above. Series 2022 Bonds to be redeemed in any year by mandatory sinking fund redemption shall be redeemed at par and shall be selected by lot from among the Series 2022 Bonds of the maturity being redeemed.

[Remainder of Page Intentionally Left Blank – Bid Parameters Table Follows]

BID PARAMETERS TABLE FOR THE SERIES 2022 BONDS*

INTEREST		PROCEDURAL	
Dated Date:	Date of Delivery	Sale Date and Time:	Bids due August 9, 2022, at 10:45 A.M. Local Time
Anticipated Delivery/Closing Date:	August 23, 2022	Bid Submission:	Electronic bids through MuniAuction Only
Interest Payments Dates:	January 15 and July 15	All or None?	Yes
First Interest Payment Date:	January 15, 2023	Bid Award Method:	Lowest TIC
Coupon Multiples:	1/8 or 1/20 of 1%	Good Faith Deposit:	1% of the Bid Maturity Schedule, as more fully described on page 6, under "Good Faith Deposit"
Zero Coupons:	Not Permitted		
Split Coupons:	Not Permitted		
PRINCIPAL		PRICING	

Optional Redemption:	Due on and after January 15, 2032, callable on July 15, 2031, and thereafter at par	Max. Aggregate Bid Price:	124%
Post-bid Principal Increases in Aggregate:	10%	Min. Aggregate Bid Price:	110%
Post-bid Principal Reductions in Aggregate:	10%	Max. Price per Maturity:	No Limit
Term Bonds:	Any two or more consecutive maturities on or after January 15, 2032**, may be designated as Term Bonds	Min. Price per Maturity:	No Limit
		High Coupon per Maturity:	Not to exceed 5%
		Low Coupon per Maturity:	1/15/2023 – 1/15/2031: No Limit 1/15/2032 – 1/15/2042: 3%

*Subject to the detailed provisions of this Notice of Sale.

**Preliminary, subject to change.

Book-Entry-Only System

The Series 2022 Bonds will be issued by means of a book-entry system with no distribution of physical Bond certificates made to the public. One Bond certificate for each maturity of the Series 2022 Bonds will be issued to The Depository Trust Company, New York, New York (“DTC”), or its nominee, and immobilized in its custody (or in the custody of a “FAST” agent of DTC). The book-entry system will evidence beneficial ownership of the Series 2022 Bonds in principal amounts of \$5,000 or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. Bond certificates registered in the name of Cede & Co. will be deposited with DTC. Interest on the Series 2022 Bonds will be payable from their date semiannually on each January 15 and July 15, beginning January 15, 2023, and principal of the Series 2022 Bonds will be paid annually as set forth above to DTC or its nominee as registered owner of the Series 2022 Bonds. Transfer of principal, premium and interest payments to beneficial owners by participants of DTC will be the responsibility of such participants and other nominees of beneficial owners. The County will not be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2022 Bonds at any time by giving reasonable notice to the County. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be prepared, executed and delivered.

The County may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that case, either a successor depository will be selected by the County or Bond certificates will be prepared, executed and delivered.

Optional Redemption

The Series 2022 Bonds will be subject to redemption beginning July 15, 2031*, in whole or in part (in any multiple of \$5,000) at any time, at the option of the County, upon payment of 100% of the principal amount of the Series 2022 Bonds to be redeemed plus interest accrued to the date fixed for redemption.

If less than all of the Series 2022 Bonds are called for redemption, the Series 2022 Bonds to be redeemed shall be selected by the County's Chief Financial Officer in such manner as is determined to be in the best interests of the County. If less than all of the Series 2022 Bonds of a particular maturity are called for redemption, DTC or any successor securities depository will select the Series 2022 Bonds to be redeemed pursuant to its rules and procedures or, if the book-entry system is discontinued, the Series 2022 Bonds to be redeemed will be selected by U.S. Bank National Association, Richmond, Virginia, as paying agent and registrar (the “Registrar”) by lot in such manner as the Registrar in its discretion may determine. In either case, each portion of the \$5,000 principal amount

is counted as one Bond for such purpose. Notice of redemption will be given by the County by facsimile or electronic transmission, registered or certified mail or overnight express delivery to the registered owner of the Series 2022 Bonds. Such notice will be given not less than 30 nor more than 60 days prior to the date fixed for redemption. The County will not be responsible for giving notice of redemption to anyone other than DTC or its nominee unless no qualified securities depository is the registered owner of the Series 2022 Bonds. If no qualified securities depository is the registered owner of the Series 2022 Bonds, notice of redemption shall be mailed to the registered owners of the Series 2022 Bonds. If a portion of a Bond is called for redemption, a new Bond in principal amount equal to the unredeemed portion shall be issued to the registered owner upon the surrender thereof.

The County may give or cause to be given notice of redemption prior to a deposit of redemption moneys if such notice states that the redemption is to be funded with the proceeds of a refunding bond issue and is conditioned on the deposit of such proceeds. Provided that moneys are deposited on or before the redemption date, such notice shall be effective when given. If such proceeds are not available on the redemption date, the Series 2022 Bonds will continue to bear interest until paid at the same rate they would have borne had they not been called for redemption and principal will continue to be payable as scheduled. On presentation and surrender of the Series 2022 Bonds called for redemption at the place or places of payment, such Series 2022 Bonds shall be paid and redeemed.

The Issue; Authorizing Resolutions; Security

The issuance of the Bonds is authorized by a resolution adopted by the Board on July 8, 2014, and was approved by the qualified voters of the County at an election held on November 4, 2014 (the “2014 Referendum”), of which \$141,724,876 was authorized for the financing of school projects, \$36,388,641 was authorized for public safety projects, and \$63,308,950 was authorized for transportation projects.

Under the 2014 Referendum, \$15,901,960 in principal amount of the bonds authorized for public school projects remains authorized and unissued on the date hereof.

Under the 2014 Referendum, \$17,173,641 in principal amount of bonds authorized for public safety projects remains authorized and unissued on the date hereof.

Under the 2014 Referendum, \$48,043,950 in principal amount of the bonds authorized for transportation projects remains authorized and unissued on the date hereof.

The issuance of the Bonds is further authorized by resolutions adopted by the Board on July 27, 2021, and was approved by the qualified voters of the County at an election held on November 2, 2021 (the “2021 Referendum”), of which \$206,800,000 was authorized for the financing of school projects, \$32,162,474 was authorized for public safety projects, and \$101,742,509 was authorized for transportation projects. All bonds authorized under the 2021 Referendum remain unissued on the date hereof.

The Series 2022 Bonds are being issued pursuant to the 2014 Referendum, the 2021 Referendum, the Constitution and statutes of the Commonwealth of Virginia, including the Public Finance Act of 1991 (the “Act”), and a bond resolution adopted by the County Board of Supervisors on June 14, 2022 (the “Bond Resolution”).

The proceeds of the Series 2022 Bonds will be used to finance or reimburse the County for costs associated with public safety projects, public school projects and transportation projects in the County, and to pay costs of issuance of the Series 2022 Bonds.

The Series 2022 Bonds will be general obligations of the County, secured by an irrevocable pledge of its full faith and credit. The County Board of Supervisors is authorized and required, unless other funds are lawfully available and appropriated, for timely payment of the Series 2022 Bonds, to levy and collect an annual ad valorem tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, upon all locally taxable property in the County sufficient to pay principal of and premium, if any, and interest on the Series 2022 Bonds as the same respectively become due and payable, all as more fully described in the County's Preliminary Official Statement dated July 29, 2022 (the “Preliminary Official Statement”).

Bidding Rules; Award of Bonds

BIDDERS MAY BID ONLY TO PURCHASE ALL OF THE SERIES 2022 BONDS. Bidders are invited to name the rate or rates of interest per annum that the Series 2022 Bonds are to bear in multiples of one-twentieth (1/20) or one-eighth (1/8) of one percent. All Series 2022 Bonds maturing on the same date must bear interest at the same rate. Revocable bids are not permitted. By submitting a bid for the Bonds, each underwriter certifies it has an established industry reputation for underwriting new issuances of municipal bonds. The County will not accept bids from firms without an established industry reputation for underwriting new issuances of municipal bonds.

The County reserves the right to reject any or all bids (regardless of the interest rate bid), to reject any bid not complying with this Official Notice of Sale and, so far as permitted by law, to waive any irregularity or informality with respect to any bid or the bidding process.

As promptly as reasonably possible after the bids are received, the County will notify each bidder to whom the Series 2022 Bonds will be awarded, if and when such awards are made. Such bidder or bidders, upon such notice, shall advise the County of the initial reoffering prices or yields to the public of each maturity of the Series 2022 Bonds, as applicable. Bids will remain firm until 5:00 P.M. Eastern Time, on the date of receipt of bids. An award of the Series 2022 Bonds, if made, will be made by the County Administrator or the Chief Financial Officer within such six and one-quarter hour period (10:45 A.M. – 5:00 P.M.) or, with the express consent of the winning bidder, such longer time period as deemed necessary. The County shall not be responsible for any mistake made by a bidder in submitting a bid to purchase the Series 2022 Bonds, including without limitation any mistake in the pricing information included in the bid, or any malfunction or mistake resulting from the use of the facilities of MuniAuction; the submission of such bid and the use of such facilities being the sole risk of the bidder.

Unless all bids are rejected, the Series 2022 Bonds will be awarded to the bidder complying with the terms of this Official Notice of Sale and submitting a bid which provides the lowest “true” or “Canadian” interest cost to the County. True interest cost shall be determined for each bid by doubling the semiannual interest rate, compounded semiannually, necessary to discount the debt service payments to the Dated Date and to the price bid. If more than one bid offers the same lowest true interest cost, the successful bid will be selected by the County Administrator or the Chief Financial Officer by lot.

Good Faith Deposit

The successful bidder or bidders, as indicated on MuniAuction, shall submit a good faith deposit in the amount of \$_____ for the Series 2022 Bonds (individually or collectively, the “good faith deposit”) to the County as provided below. The good faith deposit will secure the County against any loss resulting from the failure of a successful bidder to comply with the terms of its bid. The successful bidder or bidders shall transfer the good faith deposit by wire transfer directly to the County upon notification of the preliminary award of the Series 2022 Bonds, as indicated on MuniAuction (the “Preliminary Award”), but in any case, not later than 3:00 p.m., prevailing Eastern Time, on the date of the Preliminary Award.

Wire instructions for the transfer of such good faith deposit will be provided by the Financial Advisor.

The successful bidder shall provide the County's Financial Advisor, as quickly as it is available, evidence of the completion of such wire transfer by providing to the Financial Advisor the federal funds reference number. The formal award of the Series 2022 Bonds shall not be made until the Financial Advisor has confirmation of receipt of the good faith deposit, and if the successful bidder fails to so deliver the good faith deposit by the time designated above, the County will have the option to withdraw the Preliminary Award and the successful bidder shall be responsible to the County for all consequential damages arising from such withdrawal.

At the time of the delivery of the Series 2022 Bonds, the good faith deposit will be credited toward the purchase price for such Series 2022 Bonds, or will be retained by the County as liquidated damages, or at the County's further option, as partial payment of actual damages or a security for any other remedy available to the County upon the failure of the successful bidder to accept delivery of and pay for such Series 2022 Bonds in full for

any reason whatsoever. No interest will be credited on the good faith deposit to the successful bidder. Should a successful bidder fail to accept delivery of and pay for such Series 2022 Bonds at the price and on the date agreed upon, the County retains the right to seek further compensation for damages sustained as a result of such failure.

Delivery of the Bonds

The Series 2022 Bonds will be delivered at the expense of the County in New York, New York, through the facilities of DTC on or about August 23, 2022.

Concurrently with the delivery of the Series 2022 Bonds, the County will furnish to the successful bidder (1) a certificate dated the date of delivery of such Series 2022 Bonds, signed by the appropriate County officials and stating that no litigation of any kind is then pending or, to the best of their information, knowledge and belief, threatened against the County to restrain or enjoin the issuance or delivery of such Series 2022 Bonds or the levy or collection of ad valorem taxes, over and above all other taxes authorized and without limitation as to rate or amount on all locally taxable property within the County sufficient to pay when due principal of or interest on such Series 2022 Bonds or in any manner questioning the proceedings and authority under which such Series 2022 Bonds are issued, and (2) a certificate dated the date of delivery of such Series 2022 Bonds, stating that the descriptions and statements in the Official Statement (except in the sections entitled “Book-Entry System,” “Litigation” and “Tax Matters” and the information as to yields and CUSIP numbers on the inside cover page) on the date of the Official Statement and on the date of delivery of such Series 2022 Bonds were and are true and correct in all material respects, did not and do not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make such descriptions and statements, in light of the circumstances under which they were made, not misleading. Such certificate will also state however, that such County officials did not independently verify the information indicated in the Official Statement as having been obtained or derived from sources other than the County and its officers but that they have no reason to believe that such information is not accurate.

The County Attorney will also furnish to the successful bidder concurrently with the delivery of such Series 2022 Bonds a certificate dated the date of delivery of such Series 2022 Bonds, stating that the statements in the section entitled “Litigation” on the date of the Official Statement and on the date of delivery of the Series 2022 Bonds were and are true and correct in all material respects and did not and do not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make such statements, in light of the circumstances under which they were made, not misleading.

Certificate of Winning Bidder

The successful bidder must, by electronic transmission or overnight delivery received by the County within 24 hours after receipt of bids for the Series 2022 Bonds, furnish the following information to complete the Official Statement in final form, as described below:

- A. The offering prices for such Series 2022 Bonds (expressed as the price or yield per maturity).
- B. Selling compensation (aggregate total anticipated compensation to the underwriters expressed in dollars, based on the expectation that all such Series 2022 Bonds are sold at the prices or yields described in Subpart A above).
- C. The identity of the underwriters if the successful bidder is a part of a group or syndicate.
- D. Any other material information necessary to complete the Official Statement in final form but not known to the County.

Establishment of Issue Price and Certificate of Successful Bidder; Hold-the-Offering-Price Rule to Apply if Competitive Sale Requirements are Not Satisfied

The successful bidder will be required to provide to the County within one-half (½) hour after the verbal award of the Series 2022 Bonds the initial offering price/yields of the Series 2022 Bonds to the public (as defined hereinbelow) (the “Initial Public Offering Prices”).

The successful bidder shall assist the County in establishing the issue price of the Series 2022 Bonds and shall execute and deliver to the County at closing an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Series 2022 Bonds, together with the supporting pricing wires or equivalent communications, and otherwise in form and substance consistent and compliant with the final regulations related to the determination of the issue price of tax-advantaged bonds promulgated by the Department of Treasury and the Internal Revenue Service, in the reasonable judgment of the successful bidder, the County and bond counsel to the County.

The County intends that the provisions of Treasury Regulations Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Series 2022 Bonds) will apply to the initial sale of the Series 2022 Bonds (the “competitive sale requirements”) because: (1) the County shall disseminate this Official Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters; (2) all bidders shall have an equal opportunity to bid; (3) the County may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and (4) the County anticipates awarding the sale of the Series 2022 Bonds to the bidder who submits a firm offer to purchase the Series 2022 Bonds at the highest price (or lowest interest cost), as set forth in this Official Notice of Sale. Any bid submitted pursuant to this Official Notice of Sale shall be considered a firm offer for the purchase of the Series 2022 Bonds, as specified in the bid.

Bids will not be subject to cancellation in the event that the competitive sale requirements described above are not satisfied. In the event that the competitive sale requirements described above are not satisfied, the County shall so advise the successful bidder. In such event, the County intends to treat the Initial Public Offering Price of each maturity of the Series 2022 Bonds as the issue price of that maturity (the “hold-the-offering-price rule”). Consequently, each bidder should assume for purposes of making its bid that for each maturity of the Series 2022 Bonds, the County will treat the Initial Public Offering Prices as of the sale date of the Series 2022 Bonds as the issue price of such Series 2022 Bonds. The County will advise the apparent winning bidder within one hour of receipt of bids if the hold-the-offering-price rule will apply. Attached hereto as Exhibit A is a form of the issue price certificate to be provided by the successful bidder to the County prior to the date on which the Series 2022 Bonds are issued (the “Closing Date”) if the competitive sale requirements are not satisfied and the hold-the-offering-price rule is applied. Exhibit A is provided in form only and may be modified as may be appropriate or necessary in the reasonable judgment of the successful bidder, the County or Bond Counsel.

By submitting a bid, the successful bidder shall, on behalf of the underwriters participating in the purchase of the Series 2022 Bonds, (i) confirm that the underwriters have offered or will offer each maturity of the Series 2022 Bonds to the public on or before the sale date at the Initial Public Offering Prices set forth in the bid submitted by the winning bidder, and (ii) agree, on behalf of the underwriters participating in the purchase of the Series 2022 Bonds, that the underwriters will neither offer nor sell any maturity of the Series 2022 Bonds to any person at a price that is higher than the Initial Public Offering Price for such maturity during the period starting on the sale date and ending on the earlier of (1) the close of the fifth (5th) business day after the sale date, and (2) the date on which the underwriters have sold at least 10% of that maturity of the Series 2022 Bonds to the public at a price that is no higher than the Initial Public Offering Price for such maturity. The winning bidder shall promptly advise the County when the underwriters have sold 10% of that maturity of the Series 2022 Bonds to the public at a price that is no higher than the Initial Public Offering Price if that occurs prior to the fifth (5th) business day after the sale date.

The County acknowledges that, in making the representation set forth above, the successful bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Series 2022 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the

related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Series 2022 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The County further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Series 2022 Bonds.

By submitting a bid, each bidder further confirms that: (i) any agreement among underwriters, any selling group agreement and any third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Series 2022 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to any such third-party distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Series 2022 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until it is notified by the successful bidder that either all Series 2022 Bonds of that maturity allocated to it have been sold to the public, or the 10% test has been satisfied as to the Series 2022 Bonds of that maturity; provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the successful bidder, and (B) comply with the hold-the-offering-price rule, if and for so long as directed by the successful bidder and in the related pricing wires; and (ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Series 2022 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2022 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2022 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until it is notified by the successful bidder that either all Series 2022 Bonds of that maturity allocated to it have been sold to the public, or the 10% test has been satisfied as to the Series 2022 Bonds of that maturity, and (B) comply with the hold-the-offering-price rule, if and for so long as directed by the successful bidder or such underwriter and as set forth in the related pricing wires; provided that the reporting obligation after the Closing Date may be at reasonable intervals or otherwise upon request of the successful bidder or such underwriter.

Sales of any Series 2022 Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2022 Bonds to the public shall not constitute sales to the public for purposes of this Official Notice of Sale. Further, for purposes of this Official Notice of Sale: (i) “public” means any person other than an underwriter or a related party, (ii) “underwriter” means (A) the successful bidder, (B) any person that agrees pursuant to a written contract with the successful bidder to form an underwriting syndicate to participate in the initial sale of the Series 2022 Bonds to the public and (C) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (B) to participate in the initial sale of the Series 2022 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2022 Bonds to the public), (iii) “related party” means any entity if an underwriter and such entity are subject, directly or indirectly, to (I) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (II) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another) or (III) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and (iv) “sale date” means the date that the Series 2022 Bonds are awarded by the County to the successful bidder.

CUSIP Numbers

It is anticipated that CUSIP identification numbers will be printed on the Series 2022 Bonds, but neither the failure to print such numbers on any Series 2022 Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the successful bidder for the Series 2022 Bonds to accept delivery and pay for the Series 2022 Bonds in accordance with the terms of its proposal. No CUSIP identification number shall constitute or be deemed to constitute a part of any Series 2022 Bond or a part of the contract evidenced thereby and no liability shall attach

to the County or any officer or agent thereof (including the Registrar and Paying Agent) because of or on account of any such number or any use made thereof (including any use thereof made by the County or any such officer or agent) or by reason of any inaccuracy, error or omission with respect thereto or in such use. The County will request CUSIP numbers prior to the sale date for the Series 2022 Bonds. The County's Financial Advisor will be responsible for obtaining the CUSIP numbers for the Series 2022 Bonds. The successful bidder will be obligated to pay the fee of the CUSIP Service Bureau for assigning the CUSIP numbers to the Series 2022 Bonds.

Official Statement

The County will furnish to each successful bidder, at the expense of the County, up to 50 copies of the final Official Statement within seven business days from the date of the award of the Series 2022 Bonds, as specified in Rule 15c2-12, as amended (the "Rule"), of the Securities and Exchange Commission (the "SEC") and the rules of the MSRB; provided that minor delays in furnishing such final Official Statements will not be a basis for failure to pay for and accept delivery of the Series 2022 Bonds. Additional copies will be made available at the successful bidder's request and expense. The County assumes no responsibility or obligation for the distribution or delivery of the Official Statement to anyone other than the successful bidder.

The successful bidder, by executing a bid, agrees to file a copy of the Official Statement with the MSRB's Electronic Municipal Market Access System upon receipt of the Official Statement from the County and to otherwise comply with MSRB rules relative to disclosure documents for primary offerings, including, without limitation, MSRB Rule G-32. The successful bidder shall notify the County as soon as practicable of (1) the date which is the end of the underwriting period (such "underwriting period" is described in the Rule) and (2) the date of filing of the Official Statement with the MSRB or its designee.

If the Series 2022 Bonds are awarded to a syndicate, the County will designate the senior managing underwriter of the syndicate as its agent for purposes of distributing copies of the Official Statement to each participating underwriter. Any underwriter executing and delivering a bid with respect to such Series 2022 Bonds agrees thereby that if its bid is accepted it shall accept such designation and shall enter into a contractual relationship with all participating underwriters for the purposes of assuring the receipt and distribution by each such participating underwriter of the Official Statement, unless another firm is so designated by the syndicate in writing and approved by the County.

Legal Opinion

The approving opinion of Haneberg Hurlbert PLC ("Bond Counsel"), will be furnished to each successful bidder at the expense of the County. The opinion will state that the Series 2022 Bonds constitute valid and binding obligations of the County for the payment of which the County's full faith and credit are irrevocably pledged and that the County is authorized and required by law, unless funds are lawfully available and appropriated for timely payment of the Series 2022 Bonds, to levy and collect an annual ad valorem tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all locally taxable property in the County sufficient to pay when due the principal of and interest on the Series 2022 Bonds.

Tax Matters

The opinion of Bond Counsel with respect to the Series 2022 Bonds will state, subject to certain conditions and assumptions, that interest on the Series 2022 Bonds (1) is not included in gross income for Federal income tax purposes, and (2) is not an item of tax preference for purposes of the Federal alternative minimum income tax imposed on individuals and corporations.

The opinion of Bond Counsel will also state that interest on the Series 2022 Bonds is exempt from income taxation by the Commonwealth of Virginia.

Federal and State Securities Laws

No action has been taken to qualify the Series 2022 Bonds under the federal securities laws.

Continuing Disclosure

The County will agree, pursuant to a Continuing Disclosure Agreement, to provide certain annual financial information and operating data and notices of the occurrence of certain events, if material. A description of these undertakings is set forth in the Preliminary Official Statement for the Series 2022 Bonds and will also be set forth in the final Official Statement for the Series 2022 Bonds (see Appendix D in the Preliminary Official Statement).

Additional Information

For further information relating to the Series 2022 Bonds and the County, reference is made to the County's Preliminary Official Statement. The County has deemed the Preliminary Official Statement to be final as of its date within the meaning of the Rule, except for the omission of certain pricing and other information permitted to be omitted pursuant to the Rule. The Preliminary Official Statement may be obtained from the County's Financial Advisor, PFM Financial Advisors, LLC (telephone: 703-741-0175).

**BOARD OF SUPERVISORS,
COUNTY OF SPOTSYLVANIA, VIRGINIA**

/s/ Edward Petrovitch
By: Edward Petrovitch, County Administrator

Dated: July 29, 2022

EXHIBIT A

County of Spotsylvania, Virginia
\$ _____
General Obligation
Public Improvement Bonds,
Series 2022

ISSUE PRICE CERTIFICATE
(if Hold-the-Offering-Price Rule applies)

The undersigned, on behalf of _____, as underwriter (the “Underwriter”) with respect to the sale and issuance of the above-captioned obligations (the “Bonds”) hereby certifies as set forth below based upon the information available to it:

1. Purchase Price of the Bonds. The Underwriter purchased the Bonds from the Issuer at a price of \$ _____.

2. Initial Offering Price of the Hold-the-Offering-Price Maturities.

(a) The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Official Notice of Sale, the Underwriter, by submitting its bid on the Bonds, has agreed that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. Defined Terms.

(a) “Hold-the-Offering-Price Maturities” means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) “Holding Period” means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date of August 9, 2022, or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) “Issuer” means the County of Spotsylvania, Virginia.

(e) “Maturity” means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) “Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) “Sale Date” means August 9, 2022.

(h) “Underwriter” means (i) _____ and (ii) any person that agrees pursuant to a written contract directly or indirectly with the underwriter described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The Underwriter understands and acknowledges that the foregoing information will be relied upon by (i) the Issuer in establishing, among other things, the “issue price” of the Bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended (the “Code”), and certain other expectations with respect to the Bonds for purposes of Section 148 of the Code set forth in the Tax Certificate with respect to the Bonds and (ii) Haneberg Hurlbert PLC, Richmond Virginia, in connection with rendering its opinion to the Issuer that the interest on the Bonds is not includable in gross income of the owners thereof for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give the Issuer from time to time relating to the Bonds. The Underwriter is certifying only as to facts in existence on the date hereof. Nothing herein represents the Underwriter’s interpretation of any laws, in particular Sections 103 and 148 of the Code and the regulations under the Code or the application of any laws to these facts. Furthermore, the Underwriter is not engaged in the practice of law, and makes no representation as to the legal sufficiency of the factual matters set forth herein. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose

[UNDERWRITER]

By: _____
Name: _____
Title: _____

Dated: August ___, 2022

SCHEDULE A
Initial Offering Prices of Hold-the-Offering-Price Maturities

SCHEDULE B
Pricing Wire or Equivalent Communication

PRELIMINARY OFFICIAL STATEMENT DATED JULY __, 2022

NEW ISSUE
BOOK-ENTRY ONLY

Ratings: Moody's: "Aa1"
Standard & Poor's: "AAA"
Fitch: "AAA"
(See "Ratings" herein)

In the opinion of Bond Counsel, under current law and subject to conditions described in the subsection "Tax Matters" in the section entitled "MISCELLANEOUS", interest on the Series 2022 Bonds (1) is not included in gross income for Federal income tax purposes, and (2) is not an item of tax preference for purposes of the Federal alternative minimum income tax imposed on individuals and corporations. Holders may be subject to other Federal tax consequences as described in "Tax Matters." Bond Counsel is also of the opinion that interest on the Series 2022 Bonds is exempt from income taxation by the Commonwealth of Virginia. See the subsection entitled "Tax Matters."

COUNTY OF SPOTSYLVANIA, VIRGINIA

\$ _____ *
General Obligation
Public Improvement Bonds,
Series 2022

Dated: Date of Delivery

Due: January 15, as shown on the inside cover

This Official Statement has been prepared by the County of Spotsylvania, Virginia (the "County"), to provide information on its General Obligation Public Improvement Bonds, Series 2022 (the "Series 2022 Bonds"), the security therefor, the County and other relevant information. Selected information is presented on this cover page for the convenience of the user. To make an informed decision regarding the Series 2022 Bonds, a prospective investor should read this Official Statement in its entirety.

Security THE SERIES 2022 BONDS WILL BE GENERAL OBLIGATIONS OF THE COUNTY, SECURED BY AN IRREVOCABLE PLEDGE OF ITS FULL FAITH AND CREDIT. THE COUNTY BOARD OF SUPERVISORS IS AUTHORIZED AND REQUIRED, UNLESS OTHER FUNDS ARE LAWFULLY AVAILABLE AND APPROPRIATED FOR TIMELY PAYMENT OF THE SERIES 2022 BONDS, TO LEVY AND COLLECT AN ANNUAL AD VALOREM TAX, OVER AND ABOVE ALL OTHER TAXES AUTHORIZED OR LIMITED BY LAW AND WITHOUT LIMITATION AS TO RATE OR AMOUNT, UPON ALL LOCALLY TAXABLE PROPERTY IN THE COUNTY SUFFICIENT TO PAY PRINCIPAL OF AND PREMIUM, IF ANY, AND INTEREST ON THE SERIES 2022 BONDS, RESPECTIVELY, AS THE SAME BECOME DUE AND PAYABLE.

Purpose The proceeds of the Series 2022 Bonds will be used to finance or reimburse the County for costs of the public school projects, public safety projects, and transportation projects to be financed with such proceeds of the Series 2022 Bonds, and to pay the costs of issuing the Series 2022 Bonds. See "Use of Proceeds" in "THE SERIES 2022 BONDS."

Interest Payment Dates January 15 and July 15, commencing January 15, 2023

Record Date June 15 and December 15

Redemption The Series 2022 Bonds are subject to redemption as set forth herein.

Denominations \$5,000 and integral multiples thereof

Sale Date and Time 10:30 a.m. Eastern Time, August 9, 2022

Closing/Delivery Date On or about August 23, 2022

Registration Full book-entry only; The Depository Trust Company, New York, New York

Registrar and Paying Agent U.S. Bank Trust Company, National Association, Richmond, Virginia

Bond Counsel Haneberg Hurlbert PLC, Richmond, Virginia

Financial Advisor PFM Financial Advisors, LLC, Arlington, Virginia

The Series 2022 Bonds are offered for delivery when, as and if issued, subject to the approving opinion of Haneberg Hurlbert PLC, Bond Counsel, as described herein. Certain legal matters will be passed upon for the County by the County Attorney, Karl R. Holsten, Esquire.

Dated: August __, 2022

* Preliminary, subject to change.

COUNTY OF SPOTSYLVANIA, VIRGINIA

\$_____*

General Obligation
Public Improvement Bonds,
Series 2022

<u>Year</u> <u>(January 15)</u>	<u>Amount*</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>CUSIP</u>	<u>Year</u> <u>(January 15)</u>	<u>Amount*</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>CUSIP</u>
2023	\$				2033	\$			
2024					2034				
2025					2035				
2026					2036				
2027					2037				
2028					2038				
2029					2039				
2030					2040				
2031					2041				
2032					2042				

* Preliminary, subject to change.

COUNTY OF SPOTSYLVANIA, VIRGINIA

COUNTY BOARD OF SUPERVISORS

Timothy J. McLaughlin, Chairperson
David Ross, Vice-Chairperson
Deborah H. Frazier
Lori Hayes
Jacob Lane
Kevin Marshall
Chris Yakabouski

COUNTY OFFICIALS

Edward Petrovitch, *County Administrator*
Karl R. Holsten, Esq., *County Attorney*
Mark L. Cole, *Deputy County Administrator*
Bonnie L. Jewell, *Assistant County Administrator/Chief Financial Officer*
Larry K. Pritchett, *Treasurer*
Deborah F. Williams, *Commissioner of the Revenue*
Dr. Carol E. Flenard, *Interim School Superintendent*

BOND COUNSEL

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1111 East Main Street, Suite 2010
Richmond, Virginia 23219

FINANCIAL ADVISOR

PFM FINANCIAL ADVISORS, LLC
4350 North Fairfax Drive, Suite 580
Arlington, Virginia 22203

AUDITORS

CliftonLarsonAllen LLP
901 North Glebe Road, Suite 200
Arlington, Virginia 22203

The Series 2022 Bonds will be exempt from registration under the Securities Act of 1933. As obligations of a political subdivision of the Commonwealth of Virginia, the Series 2022 Bonds will also be exempt from registration under the securities laws of the Commonwealth of Virginia.

No dealer, broker, salesman or other person has been authorized by the County to give any information or to make any representations, other than those contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by the County. This Official Statement does not constitute an offer to sell or the solicitation of any offer to buy, nor shall there be any sale of the Series 2022 Bonds by any person, in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

This Official Statement is not to be construed as a contract or agreement between the County and the purchasers or owners of any of the Series 2022 Bonds. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the County since the date hereof.

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OFFICIAL STATEMENT

COUNTY OF SPOTSYLVANIA, VIRGINIA

\$ _____ *

**General Obligation
Public Improvement Bonds,
Series 2022**

INTRODUCTION

The purpose of this Official Statement, which includes the cover page and appendices hereto, is to provide information in connection with the issuance by the County of Spotsylvania (the “County”), a political subdivision of the Commonwealth of Virginia (the “Commonwealth”), of its \$ _____ * General Obligation Public Improvement Bonds, Series 2022 (the “Series 2022 Bonds”). The following introductory material is qualified in its entirety by the detailed information and financial statements appearing elsewhere in this Official Statement, reference to which is hereby made for all purposes.

The Issuer

The issuer of the Series 2022 Bonds is the County of Spotsylvania, a political subdivision of the Commonwealth of Virginia.

The Series 2022 Bonds

The Series 2022 Bonds will be dated the date of their delivery and will mature on January 15 in the years 2023* through 2042* in the amounts set forth on the inside cover of this Official Statement. Interest on the Series 2022 Bonds will be payable on each January 15 and July 15, beginning January 15, 2023, until the earlier of maturity or redemption, at the rates set forth on the inside cover of this Official Statement.

The proceeds of the Series 2022 Bonds will be used to finance or reimburse the County for costs associated with public school projects, public safety projects and transportation projects in the County, and to pay costs of issuance of the Series 2022 Bonds.

Optional Redemption

The Series 2022 Bonds are subject to redemption at the option of the County at any time, following requisite notice, on or after July 15, 2031*.

Delivery

The Series 2022 Bonds are offered for delivery, when, as and if issued, subject to the approval of their validity by Haneberg Hurlbert PLC, Bond Counsel, and to certain other conditions referred to herein. It is expected that the Series 2022 Bonds will be available for delivery, at the expense of the County, in New York, New York, through the facilities of The Depository Trust Company, New York, New York (“DTC”), on or about August 24, 2022.

Auditors

The County’s general purpose financial statements for the fiscal year ended June 30, 2021, have been audited by the independent public accounting firm of CliftonLarsonAllen LLP, Arlington, Virginia, and are included as Appendix B. CliftonLarsonAllen LLP will not be reviewing this Official Statement or any other matters in connection

* Preliminary, subject to change.

with the issuance of the Series 2022 Bonds. The County's audited financial statements for prior fiscal years are available for inspection at the Office of the County Administrator, 9104 Courthouse Road, Spotsylvania, Virginia 22553, or at <https://www.spotsylvania.va.us/286/Annual-Financial-Reports>.

Ratings

The Series 2022 Bonds have been rated as shown on the cover page hereto by Moody's Investors Service, 7 World Trade Center, 250 Greenwich Street, 23rd Floor, New York, New York 10007 ("Moody's"); Standard & Poor's Global Ratings, 55 Water Street, New York, New York 10041 ("Standard & Poor's"); and Fitch Ratings, 33 Whitehall Street, New York, New York 10004 ("Fitch"). A more complete description of the ratings is provided in the subsection "Ratings" in the section entitled "MISCELLANEOUS."

Continuing Disclosure

The County has agreed to execute a Continuing Disclosure Agreement at closing to assist the purchaser of the Series 2022 Bonds in complying with the provisions of Rule 15c2-12, as amended ("Rule 15c2-12"), promulgated by the Securities and Exchange Commission ("SEC") by providing annual financial information and event notices required by the Rule. See the subsection "Continuing Disclosure" in the section entitled "MISCELLANEOUS."

Financial Advisor

PFM Financial Advisors, LLC, Arlington, Virginia, is employed as Financial Advisor to the County and has advised the County in connection with the planning, structuring and issuance of the Series 2022 Bonds. A portion of the Financial Advisor's fee for services rendered with respect to the sale of the Series 2022 Bonds is contingent upon the issuance and delivery of the Series 2022 Bonds.

Additional Information

Any questions concerning the content of this Official Statement should be directed to the attention of Edward Petrovitch, County Administrator, 9104 Courthouse Road, Spotsylvania, Virginia 22553 (540-507-7010) or Bonnie L. Jewell, Assistant County Administrator/Chief Financial Officer, Spotsylvania County, 8800 Courthouse Road, Spotsylvania, Virginia 22553 (540-507-7590), or the County's Financial Advisor, PFM Financial Advisors, LLC (703-741-0175).

[Remainder of Page Intentionally Left Blank]

THE SERIES 2022 BONDS

Authorization of the Series 2022 Bonds

The issuance of the Bonds is authorized by a resolution adopted by the Board on July 8, 2014, and was approved by the qualified votes of the County at an election held on November 4, 2014 (the “2014 Referendum”), of which \$141,724,876 was authorized for the financing of school projects, \$36,388,641 was authorized for public safety projects, and \$63,308,950 was authorized for transportation projects.

Under the 2014 Referendum, \$15,901,960 in principal amount of the bonds authorized for public school projects remains authorized and unissued on the date hereof.

Under the 2014 Referendum, \$17,173,641 in principal amount of bonds authorized for public safety projects remains authorized and unissued on the date hereof.

Under the 2014 Referendum, \$48,043,950 in principal amount of the bonds authorized for transportation projects remains authorized and unissued on the date hereof.

The issuance of the Bonds is further authorized by resolutions adopted by the Board on July 27, 2021, and was approved by the qualified voters of the County at an election held on November 2, 2021 (the “2021 Referendum”), of which \$206,800,000 was authorized for the financing of school projects, \$32,162,474 was authorized for public safety projects, and \$101,742,509 was authorized for transportation projects. All bonds authorized under the 2021 Referendum remain unissued on the date hereof.

The Series 2022 Bonds are being issued pursuant to the 2014 Referendum, the 2021 Referendum, the Constitution and statutes of the Commonwealth of Virginia, including the Public Finance Act of 1991 (the “Act”), and a bond resolution adopted by the County Board of Supervisors on June 14, 2022 (the “Bond Resolution”).

Use of Proceeds of the Series 2022 Bonds

The proceeds of the Series 2022 Bonds will be used to finance or reimburse the County for costs associated with public safety projects, public school projects and transportation projects in the County.

The following table sets forth the anticipated application of proceeds of the Series 2022 Bonds for the purposes described above:

Sources of Funds:

Face Amount of Series 2022 Bonds	\$ _____ *
[Plus] [Net] Original Issue [Premium][Discount]	_____
Total Sources	\$ _____

Uses of Funds:

Deposit to Construction Fund	\$ _____ *
Deposit to School Board	_____ *
Estimated Costs of Issuance (including Underwriters’ fees)	_____
Total Uses	\$ _____

* Preliminary, subject to change.

Description of the Series 2022 Bonds

The Series 2022 Bonds will be issued in fully registered form in the denominations of \$5,000 and multiples thereof and will be held by The Depository Trust Company, New York, New York (“DTC”), or its nominee, as securities depository with respect to the Series 2022 Bonds. See the subsection “Book-Entry System” below. Purchases of beneficial ownership interests in the Series 2022 Bonds will be made only in book-entry form and individual purchasers will not receive physical delivery of Bond certificates. The Series 2022 Bonds will be dated the date of their issuance, will bear interest at the rates per annum set forth on the inside cover page hereof, calculated on the basis of a 360-day-year of twelve 30-day months, payable on January 15, 2023, and semi-annually thereafter on July 15 and January 15 of each year (an “Interest Payment Date”), and will mature on January 15 in the years and in the principal amounts set forth on the inside cover page hereof.

As long as the Series 2022 Bonds are held by DTC or its nominee, interest will be paid to Cede & Co., as nominee of DTC, in next day funds on each Interest Payment Date. If the book-entry system is discontinued, Bond certificates will be delivered as described in the Bond Resolution, and Beneficial Owners (as hereinafter defined) will become registered owners of the Series 2022 Bonds (“Bondholders”). Interest on the Series 2022 Bonds shall be payable on each Interest Payment Date by check or draft of U.S. Bank Trust Company, National Association, Richmond, Virginia, as paying agent and registrar (the “Paying Agent” or “Registrar”), mailed to the registered owner at his address as it appears on the June 15 and December 15 immediately preceding the respective Interest Payment Date. If any Interest Payment Date is not a business day, such payment will be made on the next succeeding business day with the same effect as if made on the Interest Payment Date and no additional interest shall accrue.

Redemption

Optional Redemption. The Series 2022 Bonds may be redeemed at the option of the County prior to their respective maturities in whole or in part (in integral multiples of \$5,000) at any time, following requisite notice, on or after July 15, 2030* upon payment of 100% of the principal amount of the Series 2022 Bonds to be redeemed, together with accrued interest to the redemption date.

Manner of Redemption. If less than all of the Series 2022 Bonds are called for redemption, the Series 2022 Bonds to be redeemed shall be selected by the County’s Chief Financial Officer in such a manner as he or she may determine to be in the best interest of the County. If less than all of the Series 2022 Bonds of a particular maturity of a series are called for redemption, the Series 2022 Bonds to be redeemed shall be selected by DTC or any successor securities depository pursuant to its rules and procedures or, if the book-entry system is discontinued, by the Registrar by lot in such manner as the Registrar in its discretion may determine. In either case, (a) the portion of any Bond to be redeemed shall be in a minimum principal amount of \$5,000 or some multiple thereof and (b) in selecting Series 2022 Bonds for redemption, each Bond shall be considered as representing that number of Series 2022 Bonds which is obtained by dividing the principal amount of such Bond by \$5,000.

Notice of Redemption. The County will cause notice of the call for redemption, identifying the Series 2022 Bonds or the portions thereof to be redeemed, to be sent by facsimile or electronic transmission, registered or certified mail or overnight express delivery not less than 30 nor more than 60 days prior to the redemption date, to DTC or its nominee as the registered owner thereof. The County shall not be responsible for mailing notice of redemption to anyone other than DTC or another qualified securities depository or its nominee unless no qualified securities depository is the registered owner of the Series 2022 Bonds. If no qualified securities depository is the registered owner of the Series 2022 Bonds, notice of redemption shall be mailed to the registered owners of the Series 2022 Bonds being redeemed.

* Preliminary, subject to change.

The County may give or cause to be given notice of redemption prior to a deposit of redemption moneys if such notice states that the redemption is to be funded with the proceeds of a refunding bond issue and is conditioned on the deposit of such proceeds. Provided that moneys are deposited on or before the redemption date, such notice shall be effective when given. If such proceeds are not available on the redemption date, the Series 2022 Bonds will continue to bear interest until paid at the same rate they would have borne had they not been called for redemption and principal will continue to be payable as scheduled. On presentation and surrender of the Series 2022 Bonds called for redemption at the place or places of payment, such Series 2022 Bonds shall be paid and redeemed.

During the period that DTC or the DTC nominee is the registered holder of the Series 2022 Bonds, the County will not be responsible for mailing notices of redemption to the beneficial owners of the Series 2022 Bonds. See the subsection “Book-Entry System” below.

Book-Entry System

The description which follows of the procedures and recordkeeping with respect to beneficial ownership interests in the Series 2022 Bonds, payments of principal of and interest on the Series 2022 Bonds to DTC, its nominee, Direct Participants (as hereinafter defined) or Beneficial Owners, confirmation and transfer of beneficial ownership interests in the Series 2022 Bonds and other bond-related transactions by and between DTC, the Direct Participants and Beneficial Owners is based solely on information furnished by DTC.

DTC will act as securities depository for the Series 2022 Bonds. The Series 2022 Bonds will be issued as fully-registered securities registered in the name of Cede & Co., DTC’s partnership nominee, or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Series 2022 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of New York Banking Law, member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (the “Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the “Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2022 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2022 Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (the “Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2022 Bonds are to be accomplished by entries made on the books of Direct or Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive

certificates representing their ownership interests in the Series 2022 Bonds, except in the event that use of the book-entry system for the Series 2022 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2022 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2022 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2022 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2022 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Series 2022 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2022 Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the County as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2022 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the Series 2022 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Paying Agent on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Direct or Indirect Participant and not of DTC (nor its nominee), the Paying Agent, or the County, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the County or the Paying Agent, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2022 Bonds at any time by giving reasonable notice to the County or the Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates will be printed and delivered.

The County may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered.

The information in this subsection concerning DTC and DTC's book-entry system has been obtained from sources that the County believes to be reliable, but the County takes no responsibility for the accuracy thereof.

Neither the County nor the Paying Agent has any responsibility or obligation to the Direct or Indirect Participants or the Beneficial Owners with respect to (a) the accuracy of any records maintained by DTC or any Direct or Indirect Participant; (b) the payment by any Direct or Indirect Participant of any amount due to any Beneficial Owner in respect of the principal of and interest on the Series 2022 Bonds; (c) the delivery or timeliness of delivery by any Direct or Indirect Participant of any notice to any Beneficial Owner that is required or permitted under the terms of the Bond Resolution to be given to Bondholders; or (d) any other action taken by DTC, or its nominee, Cede & Co., as Bondholder, including the effectiveness of any action taken pursuant to an Omnibus Proxy.

So long as Cede & Co. is the registered owner of the Series 2022 Bonds, as nominee of DTC, references in this Official Statement to the Owners of the Series 2022 Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners, and Cede & Co. will be treated as the only holder of Series 2022 Bonds for all purposes under the Bond Resolution.

The County may enter into amendments to the agreement with DTC or successor agreements with a successor securities depository, relating to the book-entry system to be maintained with respect to the Series 2022 Bonds without the consent of Beneficial Owners or Bondholders.

CUSIP Numbers

It is anticipated that CUSIP identification numbers will be printed on the Series 2022 Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal to accept delivery of and payment of the purchase price for the Series 2022 Bonds. All expenses in connection with the assignment and printing of CUSIP numbers shall be paid by the winning bidder, as described in the notice of Sale for the Series 2022 Bonds.

Security for the Series 2022 Bonds

The Series 2022 Bonds will be general obligations of the County secured by an irrevocable pledge of its full faith and credit. The County Board of Supervisors is authorized and required, unless other funds are lawfully available and appropriated for timely payment of the Series 2022 Bonds, to levy and collect an annual ad valorem tax, unlimited as to rate or amount, upon all locally taxable property in the County sufficient to pay principal of and interest on the Series 2022 Bonds, respectively, as the same become due and payable.

Bondholders' Remedies in the Event of Default

Section 15.2-2659 of the Code of Virginia of 1950, as amended, provides that upon affidavit filed by or on behalf of any owner of a general obligation bond, or by any paying agent therefor, that a political subdivision of the Commonwealth of Virginia is in default as to payment of principal, premium or interest, the Governor shall forthwith conduct a summary investigation and, if such default is established to the Governor's satisfaction, the Governor shall immediately order the State Comptroller to withhold all funds appropriated and payable by the Commonwealth of Virginia (the "Commonwealth") to the political subdivision so in default and apply the amount so withheld to payment of the defaulted principal, premium, if any, and interest.

Section 15.2-2659 also provides for notice to registered owners of such Series 2022 Bonds of the default and the availability of withheld funds. The State Comptroller advises that, to date, no order to withhold funds pursuant to Section 15.1-227.61 or Section 15.1-225, the predecessor provisions of Section 15.2-2659, has ever been issued with respect to the County. Although neither the scope, the constitutionality nor the enforceability of Section 15.2-2659 or its predecessor provisions has been comprehensively addressed by a Virginia court, the Attorney General of Virginia has issued an opinion that appropriated funds may be withheld by the Commonwealth pursuant to Section 15.1-227.61. In the fiscal year ending June 30, 2019, the Commonwealth appropriated \$179,722,810 to the County, of which \$37,170,764 accrued to the County's General Fund.

Neither the Series 2022 Bonds nor the proceedings with respect thereto specifically provide any remedies to Bondholders if the County defaults in the payment of principal thereof or premium or interest thereon, nor do they contain any provision for the appointment of a trustee to enforce the interests of the Bondholders upon the occurrence of such default. Upon any default in the payment of principal, premium or interest, a Bondholder could, among other things, seek from an appropriate court a writ of mandamus requiring the Board to levy and collect taxes as described above. The mandamus remedy, however, may be impracticable and difficult to enforce. Furthermore, the right to enforce payment of the Series 2022 Bonds may be limited by bankruptcy, insolvency, reorganization, moratorium, and similar laws and equitable principles, which may limit the specific enforcement of certain remedies.

Chapter 9 of the United States Bankruptcy Code (the "Bankruptcy Code") permits a municipality such as the County, if insolvent or otherwise unable to pay its debts as they become due, to file a voluntary petition for the adjustment of debts provided that such municipality is "specifically authorized, in its capacity as a municipality or by

name, to be a debtor....” Bankruptcy Code, § 109(c)(2). Current Virginia statutes do not expressly authorize the County or municipalities generally to file for bankruptcy under Chapter 9, although it is unclear if the lack of express authorization under state law would be a successful defense to a claim that federal bankruptcy law preempts any Commonwealth of Virginia limitation on the exercise by the County of rights under the Bankruptcy Code. Chapter 9 does not authorize the filing of involuntary petitions against municipalities such as the County.

Bankruptcy proceedings by the County could have adverse effects on Bondholders including, (a) delay in the enforcement of their remedies, (b) subordination of their claims to claims of those supplying goods and services to the County after the initiation of bankruptcy proceedings and to the administrative expenses of bankruptcy proceedings, and (c) imposition without their consent of a reorganization plan reducing or delaying payment of the Series 2022 Bonds. The Bankruptcy Code contains provisions intended to ensure that, in any reorganization plan not accepted by at least a majority of a class of creditors such as the holders of general obligation Series 2022 Bonds, such creditors will have the benefit of their original claims or the “indubitable equivalent” thereof, although such plan may not provide for payment of the Series 2022 Bonds in full. The effect of these and other provisions of the Bankruptcy Code cannot be predicted and may be significantly affected by judicial interpretations.

SPOTSYLVANIA COUNTY

Located in the northeastern section of Virginia, the County is bounded on the north by the Rappahannock and Rapidan Rivers, on the south by the North Anna River, on the west by Orange County, and on the east by Caroline County. The City of Fredericksburg borders the County to the northeast. The County is approximately 55 miles north of Richmond and 55 miles south of Washington, D.C.

The Board of Supervisors (the “Board”) is the governing body of the County. The Board is comprised of seven members, who are elected for four-year terms. The Board members select from themselves a Chairperson and a Vice-Chairperson for one-year terms. The Board is elected to staggered terms, with three members elected in one election cycle and the remaining four members elected in a different election cycle.

The County functions under a traditional form of government with a County Administrator, as is common throughout Virginia. Under this form of government, the elected officials include the members of the Board, the Treasurer, the Commissioner of the Revenue, the Sheriff, the Clerk of the Circuit Court and the Commonwealth’s Attorney. Mental Health/Mental Retardation Services are provided by the Community Services Board. The Health Department and the Court System are under the control of the Commonwealth of Virginia. All other functions of the County government are managed by department directors that in turn report to the County Administrator. The County Administrator also serves as the head of the Social Services Administrative Board.

The County Administrator is appointed by the Board to act as the Board’s agent in the administration and operation of the departments and agencies. All departments directly responsible to the Board report to the County Administrator, and he or she acts as the Board’s liaison to all other departments and agencies. The County Administrator serves at the pleasure of the Board, carries out its policies and directs business procedures.

Appendix A contains additional financial, economic and demographic information concerning the County. The financial and operating data contained in Appendix A are as of the dates and for the periods indicated therein, which in many cases were prior to the declaration of a global pandemic as a result of the outbreak of the novel coronavirus known as “COVID-19” (the “COVID-19 Pandemic”). Such financial and operating data have not been updated to reflect any potential impacts of the COVID-19 Pandemic on the County’s general economic and financial condition. See “RECENT DEVELOPMENTS - *Response to Coronavirus (COVID-19) – Spotsylvania County*” in Appendix A. The County’s audited financial statements for the fiscal year ended June 30, 2021, are contained in Appendix B.

MISCELLANEOUS

Ratings

As noted on the cover page of this Official Statement, Moody's, Standard & Poor's and Fitch have assigned the Series 2022 Bonds a rating of "Aa1," "AAA" and "AAA," respectively, based upon the creditworthiness of the County.

Reference should be made to Moody's, Standard & Poor's and Fitch for a more complete explanation of the significance of the ratings assigned by such rating agencies. There is no assurance that the ratings will remain in effect for any given period of time or that they will not be downgraded, changed, suspended or withdrawn entirely by such rating agencies if, in the judgment of such rating agencies, changes in or unavailability of, information so warrant. A revision, suspension or withdrawal of a rating may have an adverse effect on the market price of the Series 2022 Bonds.

Litigation

The County and its employees have been named from time to time as defendants in claims that are being defended by the County Attorney and associated counsel. The County's potential liability exposure is limited partially by sovereign immunity, indemnification agreements and insurance policies. In addition, the County Attorney is aware of potential claims that are unasserted at this time. The County Attorney is of the opinion that none of the litigation currently pending or threatened against the County can reasonably be expected to have a material adverse effect on the County's financial condition.

The County Attorney is of the opinion that there is no litigation pending or, to the best of his information, knowledge and belief, threatened in the Circuit Court of Spotsylvania County or the United States District Court for the Eastern District - Richmond Division that would in any way affect the validity of the Series 2022 Bonds or the ability of the County to levy or collect ad valorem taxes for payment of the Series 2022 Bonds or the interest thereon.

Legal Matters

Certain legal matters relating to the authorization and validity of the Series 2022 Bonds will be subject to the approving opinion of Haneberg Hurlbert PLC, Bond Counsel, which will be furnished at the expense of the County upon delivery of the Series 2022 Bonds, in substantially the form set forth as Appendix C (the "Bond Opinion"). Certain legal matters will be passed upon for the County by the County Attorney, Karl R. Holsten, Esquire.

The Bond Opinion will be limited to matters relating to authorization and validity of the Series 2022 Bonds and to the tax status of interest thereon as described in the subsections "Tax Matters." Bond Counsel has not been engaged to investigate the financial resources of the County or its ability to provide for payment of the Series 2022 Bonds, and the Bond Opinion will make no statement as to such matters or as to the accuracy or completeness of this Official Statement or any other information that may have been relied on by anyone in making the decision to purchase Series 2022 Bonds.

Tax Matters

Opinion of Bond Counsel. In the opinion of Bond Counsel, under current law, interest, [including accrued original issue discount ("OID"),] on the Series 2022 Bonds (a) is not included in gross income for Federal income tax purposes, and (b) is not an item of tax preference for purposes of the Federal alternative minimum income tax imposed on individuals and corporations. Bond Counsel is also of the opinion that interest on the Series 2022 Bonds is exempt from income taxation by the Commonwealth of Virginia. [Except as discussed below regarding OID,] no other opinion is expressed by Bond Counsel regarding the tax consequences of the ownership or the receipt or accrual of interest on the Series 2022 Bonds.

Bond Counsel's opinion is given in reliance upon certifications by representatives of the County as to certain facts relevant to both the opinion and requirements of the Internal Revenue Code of 1986, as amended (the "Code"), and is subject to the condition that there is compliance subsequent to the issuance of the Series 2022 Bonds with all

requirements of the Code that must be satisfied in order for interest thereon to remain excludable from gross income for Federal income tax purposes. The County has covenanted to comply with the current provisions of the Code regarding, among other matters, the use, expenditure and investment of the proceeds of the Series 2022 Bonds and the timely payment to the United States of any arbitrage rebate amounts with respect to the Series 2022 Bonds. Failure by the County to comply with such covenants, among other things, could cause interest, [including accrued OID,] on the Series 2022 Bonds to be included in gross income for Federal income tax purposes retroactively to their date of issue.

[Original Issue Discount. The initial offering prices of each maturity of the Series 2022 Bonds maturing in the years 20__ and 20__ (the “OID Bonds”), will be less than their stated principal amount. In the opinion of Bond Counsel, under current law, the difference between the stated principal amount and the initial offering price of each maturity of OID Bonds to the public (excluding bond houses and brokers) at which a substantial amount of such maturity of such Series 2022 Bonds is sold will constitute OID. The offering prices set forth on the inside cover of this Official Statement for the OID Bonds are expected to be the initial offering prices to the public at which a substantial amount of each maturity of such Series 2022 Bonds are sold.

Under the Code, for purposes of determining the holder’s adjusted basis in an OID Bond, OID treated as having accrued while the holder holds the Bond will be added to the holder’s basis. OID will accrue on a constant yield-to-maturity method. The adjusted basis will be used to determine taxable gain or loss upon the sale or other disposition (including redemption or payment at maturity) of an OID Bond.

Prospective purchasers of the OID Bonds should consult their own tax advisors with respect to the calculation of accrued OID and the state and local tax consequences of owning or disposing of such Series 2022 Bonds.]

Original Issue Premium. Series 2022 Bonds purchased, whether upon issuance or otherwise, for an amount (excluding any amount attributable to accrued interest) in excess of their principal amount will be treated for Federal income tax purposes as having amortizable bond premium. A holder’s basis in such a Bond must be reduced by the amount of premium which accrues while such Bond is held by the holder. No deduction for such amount will be allowed, but it generally will offset interest on the Series 2022 Bonds while so held. Purchasers of such Series 2022 Bonds should consult their own tax advisors as to the calculation, accrual and treatment of amortizable bond premium and the state and local tax consequences of holding such Series 2022 Bonds.

Other Tax Matters. In addition to the matters addressed above, prospective purchasers of the Series 2022 Bonds should be aware that the ownership of tax-exempt obligations may result in collateral Federal income tax consequences to certain taxpayers, including without limitation financial institutions, property and casualty insurance companies, S corporations, foreign corporations subject to the branch profits tax, recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations. Prospective purchasers of the Series 2022 Bonds should consult their tax advisors as to the applicability and impact of such consequences.

Prospective purchasers of the Series 2022 Bonds also should consult their own tax advisors as to the status of interest on the Series 2022 Bonds under the tax laws of any state other than Virginia.

The Internal Revenue Service (the “Service”) has a program to audit state and local government obligations to determine whether the interest thereon is includible in gross income for Federal income tax purposes. If the Service does audit the Series 2022 Bonds, under current Service procedures, the Service will treat the County as the taxpayer and the owners of the Series 2022 Bonds will have only limited rights, if any, to participate.

Bond Counsel’s opinion represents its legal judgment based in part upon the representations and covenants referenced therein and its review of current law, but is not a guarantee of result or binding on the Service or the courts. Bond Counsel assumes no duty to update or supplement its opinion to reflect any facts or circumstances that may come to Bond Counsel’s attention after the date of its opinion or to reflect any changes in law or the interpretation thereof that may occur or become effective after such date.

There are many events which could affect the value and liquidity or marketability of the Series 2022 Bonds after their issuance, including but not limited to public knowledge of an audit of the Series 2022 Bonds by the Service,

a general change in interest rates for comparable securities, a change in Federal or state income tax rates, Federal or state legislative or regulatory proposals affecting state and local government securities and changes in judicial interpretation of existing law. In addition, certain tax considerations relevant to owners of Series 2022 Bonds who purchase Series 2022 Bonds after their issuance may be different from those relevant to purchasers upon issuance. Neither the opinion of Bond Counsel nor this Official Statement purports to address the likelihood or effect of any such potential events or such other tax considerations, and purchasers of the Series 2022 Bonds should seek advice concerning such matters as they deem prudent in connection with their purchase of Series 2022 Bonds.

Financial Advisor

PFM Financial Advisors, LLC, Arlington, Virginia (the “Financial Advisor”), serves as Financial Advisor to the County. The Financial Advisor has advised the County in matters relating to the planning, structuring and issuance of the Series 2022 Bonds and has assisted in the review of this Official Statement, but the Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume any responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement. The Financial Advisor is a financial advisory, investment management and consulting organization and is not engaged in the business of underwriting municipal securities. A portion of the Financial Advisor’s fee for services rendered with respect to the sale of the Series 2022 Bonds is contingent upon the issuance and delivery of the Series 2022 Bonds.

Sale at Competitive Bidding

The Series 2022 Bonds will be offered for sale at competitive bidding at 10:30 a.m. Eastern Time, August 9, 2022. After the Series 2022 Bonds have been awarded, the County will issue an Official Statement in final form. A copy of the Official Notice of Sale and the Official Bid Form is attached as Appendix E. The County will deem the Official Statement final as of its date, and the Official Statement in final form will be a “Final Official Statement” within the meaning of Rule 15c2-12. The Official Statement in final form will include, among other matters, the identity of the winning bidder, the expected selling compensation to such winning bidder and other information on the interest rates and offering prices for yields of the Series 2022 Bonds, all as supplied by the winning bidder.

Continuing Disclosure

To permit compliance by the purchasers of the Series 2022 Bonds with the continuing disclosure requirements of Rule 15c2-12, the County will execute a Continuing Disclosure Agreement (the “CDA”) at closing, by which it will agree to provide certain annual financial information and event notices required by Rule 15c2-12. Such information will be filed through the Electronic Municipal Market Access System (“EMMA”) maintained by the Municipal Securities Rulemaking Board and may be accessed through the Internet at emma.msb.org. Prior to July 1, 2009, filings by the County were made through the then existing national recognized municipal securities information repositories. As described in Appendix D, the CDA requires the County to provide only limited information at specific times, and the information provided may not be all the information necessary to value the Series 2022 Bonds at any particular time. The County may from time to time disclose certain information and data in addition to that required by the CDA. If the County chooses to provide any additional information, the County will have no obligation to continue to update such information or to include it in any future disclosure filing. On or about February 24, 2021, the County filed a Continuing Disclosure Notice on EMMA, in which it provided notice of a late filing of its Annual Disclosure (Comprehensive Annual Financial Report) for its Fiscal Year ended June 30, 2021, and notice of late cross-linkage of its Fiscal Year 2018 Annual Disclosure to one base CUSIP number for certain lease revenue bonds of the County’s Economic Development Authority, as to which the County is the obligated party. Except to the extent that such circumstances or other circumstances previously disclosed on EMMA and/or in prior Official Statements of the County with respect to the County’s prior filings of its Annual Disclosure, all of which are available on EMMA and incorporated herein by reference, are deemed material, (1) the County has not failed in the last five years to comply in all material respects with any previous continuing disclosure undertakings under Rule 15c2-12, and (2) the County’s previous statements in this regard have been materially accurate.

Failure by the County to comply with the CDA is not an event of default under the Series 2022 Bonds or the Bond Resolution. The sole remedy for a default under the CDA is to bring an action for specific performance of the County’s covenants thereunder, and no assurance can be provided as to the outcome of any such proceeding.

Approval of Official Statement

So far as any statements made in this Official Statement involve matters of opinion or estimates, whether or not expressly stated, they are set forth as such and not as representations of fact. No representation is made that any of the statements will be realized. Neither this Official Statement nor any statement which may have been made verbally or in writing is to be construed as a contract with the holder of the Series 2022 Bonds.

The distribution of this Preliminary Official Statement has been duly authorized by the Board. This Preliminary Official Statement is in a form deemed final as of its date within the meaning of Rule 15c2-12, except for the omission of certain pricing and other information permitted to be omitted pursuant to Rule 15c2-12.

SPOTSYLVANIA COUNTY, VIRGINIA

By: _____
Edward Petrovitch, County Administrator

APPENDIX A
INFORMATION REGARDING
SPOTSYLVANIA COUNTY, VIRGINIA

APPENDIX B

AUDITED FINANCIAL STATEMENTS OF

SPOTSYLVANIA COUNTY, VIRGINIA

FOR THE FISCAL YEAR ENDED JUNE 30, 2021

APPENDIX C
FORM OF BOND COUNSEL OPINION

FORM OF BOND COUNSEL OPINION – SERIES 2022 BONDS

*Set forth below is the proposed form of opinion of
Haneberg Hurlbert PLC, Bond Counsel, with respect to the Series 2022 Bonds.
It is preliminary and subject to change prior to delivery of the Series 2022 Bonds.*

August __, 2022

Board of Supervisors
County of Spotsylvania, Virginia

County of Spotsylvania, Virginia
\$ _____^{*}
General Obligation
Public Improvement Bonds,
Series 2022

Ladies and Gentlemen:

We have examined the applicable law and certified copies of proceedings and documents relating to the issuance and sale by the County of Spotsylvania, Virginia (the “County”), of its \$ _____^{*} General Obligation Public Improvement Bonds, Series 2022 (the “Series 2022 Bonds”). Reference is made to the forms of the Series 2022 Bonds for information concerning their details, including payment and redemption provisions, their purpose and the proceedings pursuant to which they are issued.

Without undertaking to verify the same by independent investigation, we have relied on certifications by representatives of the County as to certain facts relevant to both our opinion and requirements of the Internal Revenue Code of 1986, as amended (the “Code”). The County has covenanted to comply with the current provisions of the Code regarding, among other matters, the use, expenditure and investment of the proceeds of the Series 2022 Bonds and the timely payment to the United States of any arbitrage rebate amounts with respect to the Series 2022 Bonds, all as set forth in the proceedings and documents relating to the issuance of the Series 2022 Bonds (the “Covenants”). In rendering the following opinions, we have assumed the genuineness of all signatures, the authenticity of all documents tendered to us as originals and the conformity to original documents of all documents submitted to us as certified copies.

Based on the foregoing, we are of the opinion that:

1. The Series 2022 Bonds have been authorized and issued in accordance with the Constitution and statutes of the Commonwealth of Virginia, including the Public Finance Act of 1991, and constitute valid and binding obligations of the County, and the County Board of Supervisors is authorized and required by law, unless other funds are lawfully available and appropriated for timely payment of the Series 2022 Bonds, to levy and collect an annual ad valorem tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all locally taxable property in the County sufficient to pay when due the principal of and interest on the Series 2022 Bonds.

2. The rights of the holders of the Series 2022 Bonds and the enforceability of such rights may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium and other laws affecting the rights of creditors generally, and (b) principles of equity, whether considered at law or in equity.

^{*} Preliminary, subject to change.

3. Under current law, interest [, including accrued original issue discount (“OID”),] on the Series 2022 Bonds (a) is not included in gross income for Federal income tax purposes and (b) is not an item of tax preference for purposes of the Federal alternative minimum income tax imposed on individuals and corporations. The opinion in the preceding sentence is subject to the condition that there is compliance subsequent to the issuance of the Series 2022 Bonds with all requirements of the Code that must be satisfied in order that interest thereon not be included in gross income for Federal income tax purposes. Failure by the County to comply with the Covenants, among other things, could cause interest [, including accrued OID,] on the Series 2022 Bonds to be included in gross income for Federal income tax purposes retroactively to their date of issue. [In the case of the Series 2022 Bonds maturing in the years 20__ and 20__ (the “OID Bonds”), the difference between (i) the stated principal amount of each maturity of the OID Bonds and (ii) the initial offering prices to the public (excluding bond houses and brokers) at which a substantial amount of such maturity is sold will constitute OID; OID will accrue for Federal income tax purposes on a constant yield-to-maturity method; and a holder’s basis in such a Bond will be increased by the amount of OID treated for Federal income tax purposes as having accrued on the Bond while the holder holds the Bond.] We express no opinion regarding other Federal tax consequences of the ownership of or receipt or accrual of interest on the Series 2022 Bonds.

4. Under current law, interest [, including accrued OID,] on the Series 2022 Bonds is exempt from income taxation by the Commonwealth of Virginia.

Our services as bond counsel to the County have been limited to delivering the foregoing opinion based on our review of such proceedings and documents as we deem necessary to approve the validity of the Series 2022 Bonds and the tax-exempt status of the interest thereon. We express no opinion herein as to the financial resources of the County, its ability to provide for payment of the Series 2022 Bonds or the accuracy or completeness of any information, including the County’s Preliminary Official Statement dated July __, 2022, and its Official Statement dated August __, 2022, that may have been relied upon by anyone in making the decision to purchase Series 2022 Bonds.

The opinions expressed herein are for your benefit and the benefit of your successors and assigns and may not, without our prior written consent, be distributed to or relied upon by any other person. Our opinions are expressed as of the date hereof, and we do not assume any obligation to update or supplement our opinions to reflect any fact or circumstance subsequently arising or any change in law subsequently occurring. Our opinions expressed herein are limited to the matters expressly stated, and no opinion is implied or may be inferred beyond such matters.

Very truly yours,

APPENDIX D

FORM OF CONTINUING DISCLOSURE AGREEMENT

FORM OF CONTINUING DISCLOSURE AGREEMENT

This CONTINUING DISCLOSURE AGREEMENT dated as of August __, 2022 (the “Disclosure Agreement”), is executed and delivered by the Board of Supervisors of Spotsylvania County, Virginia, on behalf of Spotsylvania County, Virginia (the “County”), in connection with the issuance of its General Obligation Public Improvement Bonds, Series 2022, (the “Series 2022 Bonds”). The County hereby covenants and agrees as follows:

Section 1. Purpose. This Disclosure Agreement is being executed and delivered by the County for the benefit of the holders of the Series 2022 Bonds (the “Bondholders”) and in order to assist the original purchasers of the Series 2022 Bonds in complying with the provisions of Section (b)(5)(i) of Rule 15c2-12, as amended (the “Rule”), promulgated by the Securities and Exchange Commission (the “SEC”) by providing certain annual financial information and event notices required by the Rule.

Section 2. Annual Disclosure. (a) The County shall provide annually financial information and operating data in accordance with the provisions of Section (b)(5)(i) of the Rule as follows:

(i) audited financial statements of the County, prepared in accordance with generally accepted accounting principles, which contain certain financial and operating data with respect to the County, some of which are included, as noted, in Appendix A of the County’s Official Statement dated August __, 2022, under the caption “Operating Data.”

If the financial statements filed pursuant to Section 2(a)(i) are not audited, the County shall file such statements as audited when available.

(b) The County shall file annually with the Municipal Securities Rulemaking Board (“MSRB”) the financial information and operating data described in subsection (a) above (collectively, the “Annual Disclosure”) within 210 days after the end of the County’s fiscal year, commencing with the County’s fiscal year ending June 30, 2022.

(c) Any Annual Disclosure may be included by specific reference to other documents previously provided to the MSRB or filed with the SEC; provided, however, that any final official statement incorporated by reference must be available from the MSRB.

(d) The County shall file with the MSRB in a timely manner notice specifying any failure of the County to provide the Annual Disclosure by the date specified.

Section 3. Event Disclosure. The County shall file with the MSRB in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the Series 2022 Bonds:

- (a) principal and interest payment delinquencies;
- (b) non-payment related defaults, if material;
- (c) unscheduled draws on debt service reserves reflecting financial difficulties;
- (d) unscheduled draws on any credit enhancement reflecting financial difficulties;
- (e) substitution of credit or liquidity providers, or their failure to perform;
- (f) adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or

determinations with respect to the tax status of the Series 2022 Bonds, or other material events affecting the tax status of the Series 2022 Bonds;

- (g) modifications to rights of Bondholders, if material;
- (h) bond calls, if material, and tender offers;
- (i) defeasance of all or any portion of the Series 2022 Bonds;
- (j) release, substitution, or sale of property securing repayment of the Series 2022 Bonds, if material;
- (k) rating changes;
- (l) bankruptcy, insolvency, receivership or similar event of the County;
- (m) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (n) appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (o) incurrence by the County of a Financial Obligation (as hereinafter defined), if material, or an agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County, any of which affect Bondholders, if material. "Financial Obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term "Financial Obligation" does not include municipal securities at to which a final official statement has been otherwise provided o the MSRB under the Rule; and
- (p) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.

Section 4. Termination. The obligations of the County hereunder will terminate upon the redemption, defeasance (within the meaning of the Rule) or payment in full of all the Series 2022 Bonds.

Section 5. Amendment. The County may modify its obligations hereunder without the consent of Bondholders, provided that this Disclosure Agreement as so modified complies with the Rule as it exists at the time of modification. The County shall within a reasonable time thereafter file with the MSRB a description of such modification(s).

Section 6. Defaults. (a) If the County fails to comply with any covenant or obligation regarding Continuing Disclosure specified in this Disclosure Agreement, any holder (within the meaning of the Rule) of Series 2022 Bonds then outstanding may, by notice to the County, proceed to protect and enforce its rights and the rights of the holders by an action for specific performance of the County's covenant to provide the Continuing Disclosure.

(b) Notwithstanding anything herein to the contrary, any failure of the County to comply with any obligation regarding Continuing Disclosure specified in this Disclosure Agreement (i) shall not be deemed to constitute an event of default under the Series 2022 Bonds or the resolution providing for the issuance of the Series 2022 Bonds and (ii) shall not give rise to any right or remedy other than that described in Section 6(a) above.

Section 7. Filing Method. Any filing required hereunder shall be made by transmitting such disclosure, notice or other information in electronic format to the MSRB through the MSRB's Electronic Municipal Market Access (EMMA) system pursuant to procedures promulgated by the MSRB.

Section 8. Additional Disclosure. The County may from time to time disclose certain information and data in addition to the Continuing Disclosure. Notwithstanding anything herein to the contrary, the County shall not incur any obligation to continue to provide, or to update, such additional information or data.

Section 9. Counterparts. This Disclosure Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10. Governing Law. This Disclosure Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia.

**BOARD OF SUPERVISORS OF
SPOTSYLVANIA COUNTY, VIRGINIA**

By: _____
Chairperson

By: _____
Edward Petrovitch, County Administrator

APPENDIX E
NOTICE OF SALE AND BID FORM

NOTICE OF SALE AND BID FORM

APPENDIX A
INFORMATION REGARDING
SPOTSYLVANIA COUNTY, VIRGINIA

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INFORMATION REGARDING SPOTSYLVANIA COUNTY, VIRGINIA

INTRODUCTION

Located in the northeastern section of Virginia, Spotsylvania County (the “County”) is bounded on the north by the Rappahannock and Rapidan Rivers, on the south by the North Anna River, on the west by Orange County, and on the east by Caroline County. The City of Fredericksburg borders the County to the northeast. The County is approximately 55 miles north of Richmond, Virginia and 55 miles south of Washington, D.C.

The County was formed in 1721 from sections of the Counties of Essex, King William and King and Queen. It was named for Alexander Spotswood, who was Royal Colonial Governor of Virginia from 1710 to 1722. A fort had been built at the falls of the Rappahannock River in 1676 and settlement started around 1700. Germanna was established as the first county seat in 1722. It had been settled in 1714 by a colony of Germans who were brought to the area by Governor Spotswood. The county seat was moved to Fredericksburg in 1732, to “Old Court House” in 1788, and to Spotsylvania in 1839, where it has remained.

RECENT DEVELOPMENTS

Response to Coronavirus (COVID-19) – Commonwealth of Virginia

On March 12, 2020, Ralph Northam, then-Governor of the Commonwealth, declared a state of emergency in the Commonwealth as a result of the COVID-19 pandemic (which declaration was reaffirmed and continued on May 26, 2020). Since the start of the COVID-19 pandemic, Governor Northam imposed a series of restrictions designed to mitigate the spread of COVID-19 in the Commonwealth, including, at various times, statewide mask-wearing and social distancing guidelines, limitations on public and private in-person gatherings, the closure of certain businesses, a statewide stay at home order, and the cancellation of in-person instruction at schools. Under the auspices of the federal government's program called Operation Warp Speed, vaccines were developed to combat COVID-19. Currently, vaccinations are available for all Virginians age 12 and older. As reported by the Virginia Department of Health as of July 1, 2022, approximately [] people had been vaccinated with at least one dose of a COVID-19 vaccine in the Commonwealth, with an average of [] doses being administered each day.

As vaccination rates increased and cases declined, Governor Northam gradually lifted many of the restrictions. On May 14, 2021, Governor Northam lifted the Commonwealth's mask mandate, with the exception of K-12 public schools, as well as giving businesses the right to require masks. Under Executive Order 79, Governor Northam lifted distancing and capacity restrictions on May 28, 2021.

Shortly following his inauguration on January 15, 2022, Governor Glenn Youngkin released his administration's COVID Action Plan. The Governor's COVID Action Plan encourages individuals to get vaccinated through public service announcements, expands vaccination event efforts, disperses rapid tests and provides flexibility and support to the Commonwealth's healthcare facilities while also empowering individuals to make health care decisions that are beneficial to them and their families. Due to the changing nature of the COVID-19 situation, it is possible additional action from Governor Youngkin and the Virginia Legislature could occur.

Response to Coronavirus (COVID-19) – Spotsylvania County

General. The County's methods of service delivery were significantly impacted by the outbreak and continued spread of COVID-19. Beginning March 16, 2020 employees were encouraged to work from home and in-person transactions with citizens were discontinued. Further, citizens were encouraged to transact County business by mail, phone, or internet; however, operations of the County continued to the safest extent possible. The County instituted measures to reduce the likelihood that the County would encounter financial stress, including (among other measures), requiring that all County departments curtail non-essential expenditures, discontinue travel for educational purposes, and freeze hiring for any non-essential vacancies; but the County did not layoff or furlough any of its

personnel, nor did it increase its real or personal property tax rates. The Spotsylvania Schools initially were closed at the onset of the pandemic, then transitioned to online learning, and then to a hybrid model.

Though, like other communities, staff expected the County would experience significant declines in FY 2020 and FY 2021 revenues – particularly in consumption-based taxes such as meals, sales, and transient occupancy – the community remained resilient in its transactions, and the County did not experience overall declines. In fact, thanks to online shopping and a new law ensuring the receipt of local sales tax from the online sales generated by Spotsylvania residents, sales tax revenue increased year over year in FY 2020 and in FY 2021. Likewise, as a result of restaurants reworking their business models around drive-throughs and curbside pickup, year over year meals tax declined by only 1% in FY 2020, and outpaced FY 2019 revenues in FY 2021. Transient occupancy tax receipts on hotel stays did, of course, suffer in FY 2020 as travel was limited, but fully rebounded in FY 2021. For the current FY 2022, receipts from each of these consumption-based taxes will exceed budgeted projections.

As of June 2022, the vast majority of County employees are back working in-person, though the option of occasional telecommute is still in place. Citizens transact business in person, but have the option of online and mail transactions, as well. Citizens wishing to make public comments at Board of Supervisors meetings may once again do so in person, but as a result of accommodations made during the pandemic, now have the continued option of submitting written comments online or via mail to be read into the public record.

Federal Funding. The County received \$23.76 million in allocated funds made available to the Commonwealth under the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”), which the County deployed prior to the original spending deadline of December 30, 2020 to the permitted use of funding for public safety personnel costs. Additionally, the County received \$26.5 million directly from the U.S. Treasury as its allocation of Coronavirus State and Local Fiscal Recovery Funds (SLFRF) pursuant to the 2021 American Rescue Plan Act. The Board of Supervisors has taken action to allocate this most recent federal funding largely to funding of broadband and water treatment plant capital projects. Unlike the CARES funds that originally had a very short timeframe in which the funds were to be spent, the SLFRF allocation has a generous timeframe for expenditure – funds must be obligated by December 31, 2024 and must then be spent by December 31, 2026.

GOVERNMENT

The Board is the governing body of the County. The Board is comprised of seven members elected from seven voting districts in the County: Battlefield, Berkeley, Chancellor, Courtland, Lee Hill, Livingston and Salem. Each member is elected for a four-year term. The Board members select from among themselves a Chair and a Vice-Chair for one-year terms. The Board is elected to staggered terms, with three members elected in one election cycle and the remaining four members elected in a different election cycle. Terms of three current members expire on December 31, 2025. Terms of the remaining four current members expire on December 31, 2023.

The County functions under a traditional form of government with a County Administrator. Under this form of government, the elected officials include the members of the Board, the Treasurer, the Commissioner of the Revenue, the Sheriff, the Clerk of the Circuit Court and the Commonwealth’s Attorney. Mental health, developmental disability, and substance abuse services are provided by the Community Services Board. The Health Department and the Court System are under the control of the Commonwealth of Virginia. All other functions of the County government are managed by department directors that in turn report to the County Administrator. The Deputy County Administrator serves as head of the Social Services Administrative Board.

The County Administrator is appointed by the Board to act as the Board’s agent in the administration and operation of the departments and agencies. All departments directly responsible to the Board report to the County Administrator, and he or she acts as the Board’s liaison to all other departments and agencies. The County Administrator serves at the pleasure of the Board, carries out its policies and directs business procedures.

[Remainder of page intentionally left blank]

PRINCIPAL EXECUTIVE OFFICERS

<u>Official</u>	<u>Name</u>	<u>Term and Manner of Selection</u>	<u>Length of Service with County</u>	<u>Expiration of Term</u>
Chairman and Board Member (Chancellor District)	Timothy J. McLaughlin	4 Years (Elected)	10-½ Years	12/31/23
Vice Chairman and Board Member (Courtland District)	David Ross	4 Years (Elected)	10-½ Years	12/31/23
Board Member (Berkeley District)	Kevin Marshall	4 Years (Elected)	19-½ Years ¹	12/31/25
Board Member (Livingston District)	Jacob Lane	4 Years (Elected)	1/2 Year	12/31/25
Board Member (Battlefield District)	Chris Yakabouski	4 Years (Elected)	12-½ Years	12/31/25
Board Member (Salem District)	Deborah H. Frazier	4 Years (Elected)	24 Years ²	12/31/23
Board Member (Lee Hill District)	Lori Hayes	4 Years (Elected)	1/2 Year	12/31/25
County Administrator	Edward Petrovitch	Appointed by Board	16 Years ³	Pleasure of Board
County Attorney	Karl R. Holsten	Appointed by Board	9 Years ⁴	Pleasure of Board
Deputy County Administrator	Mark L. Cole	Appointed by County Administrator	9-½ Years	Pleasure of County Administrator
Commissioner of the Revenue	Deborah F. Williams	4 Years (Elected)	35 Years	12/31/23
Treasurer	Larry K. Pritchett	4 Years (Elected)	48 Years	12/31/23
Superintendent of Schools	Dr. S. Scott Baker	Appointed by School Board	10 Years	Pleasure of School Board
Assistant County Administrator/Chief Financial Officer	Bonnie L. Jewell	Appointed by County Administrator	15 Years ⁵	Pleasure of County Administrator

Source: Office of the County Administrator, Spotsylvania County.

¹ Served as a Firefighter from 2002 to May, 2019, joined the Board of Supervisors in 2018, and was named Business Development Manager in May, 2019.

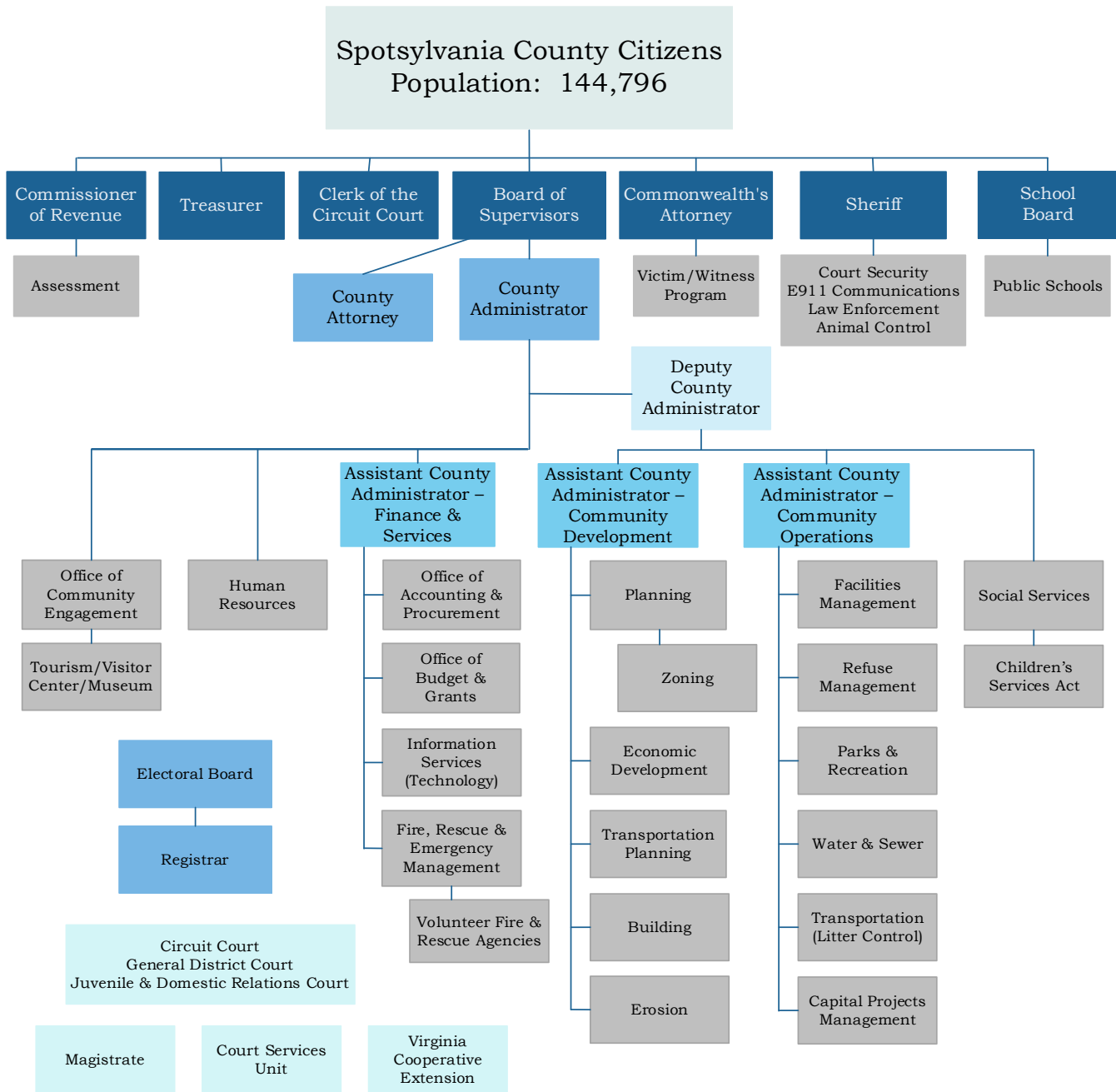
² Has been employed by Spotsylvania County Public Schools for 24 years, including as an Assistant Principal for one year and as Principal in several County schools. Currently, is Principal at Chancellor Middle School. Joined the Board of Supervisors in 2020.

³ Served as Deputy Director of Utilities since 2006 and Deputy County Administrator from 2008 through 2019. Appointed to serve as County Administrator, effective June, 2019.

⁴ Served as Deputy County Attorney since 2013, Interim County Attorney, effective March 31, 2016, and County Attorney effective September 27, 2016.

⁵ Previously served as Senior Financial Analyst from 2007 to 2015 and Budget Manager from 2015 to 2019. Appointed to serve as Chief Financial Officer, effective November, 2019 and to the combined Assistant County Administrator/Chief Financial Officer role in January 2020.

SPOTSYLVANIA COUNTY ORGANIZATIONAL CHART



Legend

Elected Official/Constitutional Officer

Appointed Official

CERTAIN COUNTY ADMINISTRATIVE AND FINANCIAL STAFF MEMBERS

Edward Petrovitch, E.M.B.A., County Administrator, was appointed County Administrator in June 2019. Prior to his appointment as County Administrator, he served as Interim County Administrator beginning in April 2019, and prior to that appointment, he served as Deputy County Administrator beginning in March 2015. Mr. Petrovitch was initially hired by the County in August 2006, serving as Deputy Director of Utilities until July 2008, when he was promoted to Director of Utilities. Prior to his employment with the County, he was employed by Fairfax County Water Authority for 29 years. In his tenure with Fairfax County Water Authority he held several positions of increasing responsibility and last served as the Manager of Water Production and Quality. He holds a Bachelor of Science degree and an Executive Master's degree in Business Administration from Virginia Commonwealth University. He is a life member of the Beta Gamma Sigma Honor Society for accredited business school graduates. His professional affiliations include the American Water Works Association and the Water Environment Federation. He also served as an adjunct professor for Germanna Community College, where he taught courses in strategic planning and quality management.

Karl R. Holsten, Esq., County Attorney, was appointed to his current position on September 27, 2016 after serving as either a Deputy County Attorney or the Interim County Attorney for a total of three years. He earned a Bachelor of Arts (Political Science) degree and a Juris Doctor degree from the University of Richmond. After graduating from law school, Mr. Holsten worked in the City Attorney's office for the City of Richmond for approximately 10 years, rising to the position of Senior Assistant City Attorney, before joining the Spotsylvania County Attorney's Office in 2013 as a Deputy County Attorney.

Mark L. Cole, Deputy County Administrator, was appointed effective January 2, 2013. Prior to this appointment, he was a Program Manager and Systems Analyst for a major defense contractor for more than 27 years. From 1980 to 1985 he served as an officer in the US Navy and continued to serve in the Navy Reserve before retiring as a Commander in 2004. He is currently a member of the Virginia House of Delegates and previously served as a member of the Spotsylvania County Board of Supervisors. He holds bachelor's degrees in computer science and Civil Engineering Technology from Mary Washington College and Western Kentucky University, and is a member of the American Legion and the Veterans of Foreign Wars.

Bonnie L. Jewell, Assistant County Administrator/Chief Financial Officer, was appointed to the Chief Financial Officer position effective November 2019 and was assigned the Assistant County Administrator responsibility in January 2020. Immediately prior, Ms. Jewell served in the interim position of Deputy Director of Finance for Budget. She was the County's Budget Manager from May 2015 to April 2019 and served as Senior Financial Analyst from August 2007 through April 2015. Prior to her employment with the County, Ms. Jewell was employed for eight years by Arlington Public Schools where the last position she held was Budget Director. She earned a Bachelor of Arts degree in Economics from Mary Washington College and a Master of Business Administration degree from the University of Mary Washington. She is a member of the Government Finance Officers Association.

Larry K. Pritchett, Treasurer, has served as Treasurer since January 1988. He was an accountant with the County from July 1974 to January 1975 and from July 1978 to January 1979 served as Interim County Administrator. He also served as Finance Officer of the County from February 1975 to December 1987. He holds an Associate degree in Business Administration from Germanna Community College and a Bachelor of Science degree in Accounting from Virginia Polytechnic Institute and State University. He is a member and past president of the Virginia Treasurers Association, and is a member of the National Association of County Treasurers and Finance Officers. He holds the certification of Master Governmental Treasurer and the Treasurer's Office is accredited through the Virginia Treasurers Association and the Weldon Cooper Center for Public Service of the University of Virginia.

Deborah F. Williams, Commissioner of Revenue, has served in that capacity since January 1, 1996. Prior to this date, Ms. Williams was the Assistant to the Commissioner and Meals Tax Administrator for eight years. She holds a Bachelor of Science degree in Education from Radford University. She is currently a member of the Northern Virginia League of Commissioners of the Revenue, the Virginia Association for Local Executive Constitutional Officers, the Virginia Association of Assessing Officers, the International Association of Assessing Officers and the Commissioners of the Revenue Association. In 1998, she received certification as a Certified Commissioner of the Revenue by the University of Virginia, Weldon Cooper Center for Public Service and the Division of Continuing Education.

Dr. Carol E. Flenard, Interim Superintendent of Schools, [UPDATE PENDING].

SERVICES PROVIDED BY THE COUNTY

The County provides general governmental services for its citizens including but not limited to emergency medical services and fire protection, collection and disposal of refuse, water and sewer services, parks and recreation, libraries/culture, health and social services. Other services provided by the County, which receive partial funding from the State, include public education in grades kindergarten through twelve and certain technical, vocational and special education, mental health assistance, agricultural services, law enforcement and judicial activities.

Public Schools

The County school system (the “School System”) is governed by an elected seven-member School Board. The School Board appoints a school superintendent who serves at the pleasure of the School Board (as he has no right to automatic contract approval) and is responsible for the operation of the School System in accordance with Virginia laws, regulations of the Virginia Board of Education, and the policies and regulations of the School Board. The superintendent recommends and the School Board appoints a staff that directs the School System.

The School Board presents an annual budget to the Board. The Board makes annual appropriations for school operations, but has limited authority over how the appropriations are spent. For FY 2022, the school system’s non-capital expenses are funded by the Commonwealth of Virginia (approximately 49.7%), federal funds (approximately 5.8%), fees charged for services (approximately 3.5%) use of prior years’ School Food Service Fund balance (approximately 0.6%), and a transfer of revenues from the County’s General Fund (approximately 40.4%).

Summary of Certain School Statistics

	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>
Kindergarten	1,567	1,545	1,623	1,379	1,646
Elementary (Grades 1-7)	12,325	12,219	12,368	11,743	11,905
Secondary (Grades 8-12)	9,521	9,478	9,482	9,582	9,853
Special Education*	<u>401</u>	<u>432</u>	<u>462</u>	<u>383</u>	<u>483</u>
Total Enrollment	23,814	23,674	23,935	23,087	23,887
Teachers & Administrators	1,958	2,001	2,032	2,032	2,046
Other Employees	<u>1,137</u>	<u>1,196</u>	<u>1,214</u>	<u>1,208</u>	<u>1,238</u>
Total Employees	3,095**	3,197	3,246	3,240	3,284
Elementary & Intermediate	24	24	24	24	24
Secondary (Includes Vocational)	<u>7</u>	<u>7</u>	<u>7</u>	<u>7</u>	<u>7</u>
Total Buildings	31	31	31	31	31

Source: Superintendent of Schools, Spotsylvania County.

As of September 30 of each school year.

* Includes pre-kindergarten and Head Start.

** The reduction in employees in Fiscal Year 2018 was largely due to attrition after maintenance and food service positions were outsourced.

Data on Existing Public Schools

<u>School</u>	<u>Grade</u>	<u>Site Size</u>	<u>Original Construction Date</u>	<u>Date of Additions</u>	<u>Institutional Capacity</u>	<u>2021-22 Enrollment</u>
Elementary:						
Battlefield	K-5	30.0 Acres	1974	2000	833	676
Berkeley	K-5	17.0 Acres	1961	1971, 1979, 2000, 2005	353	277
Brock Road	K-5	24.4 Acres	1992	2004	907	658
Cedar Forest	K-5	52.4 Acres	2008	---	936	759
Chancellor	K-5	12.0 Acres	1940	1948, 1961, 2000	455	432
Courthouse Road	K-5	25.0 Acres	1994	2005	907	763
Courtland ⁽¹⁾	K-5	-----	1989	2000	789	510
Harrison Road ⁽²⁾	K-5	-----	2001	2006	936	715
Lee Hill	K-5	21.0 Acres	1977	1990, 1999	807	629
Livingston	K-5	15.5 Acres	1961	1971, 1992	504	400
Parkside	K-5	26.8 Acres	1994	2007	936	953
Riverview	K-5	25.0 Acres	1994	2005	907	674
Salem	K-5	20.0 Acres	1979	1989, 1999	815	608
Smith Station	K-5	23.0 Acres	1991	1999, 2004	986	682
Spotswood	K-5	20.0 Acres	1965	1971, 2000	641	515
Spotsylvania	K-5	14.1 Acres	1952	1977	585	562
Wilderness	K-5	25.0 Acres	1998	2003	936	652
Middle:						
Battlefield	6-8	30.0 Acres	1978	2003	807	830
Chancellor ⁽²⁾	6-8	-----	1989	---	857	859
Freedom	6-8	76.7 Acres	2003	---	948	774
Ni River	6-8	75.0 Acres	1999	---	774	720
Post Oak ⁽³⁾	6-8	-----	2007	---	948	698
Spotsylvania	6-8	41.7 Acres	1968	1973	907	973
Thornburg	6-8	50.0 Acres	1994	---	790	673
Secondary:						
Chancellor	9-12	100.0 Acres	1988	---	1,427	1,383
Courtland	9-12	100.0 Acres	1980	2019	1,565	1,540
Massaponax	9-12	100.0 Acres	1998	2005	1,830	1,696
Riverbend	9-12	90.7 Acres	2004	---	1,995	1,923
Spotsylvania	9-12	100.0 Acres	1994	---	1,611	1,293
Spotsylvania Vocational Center ⁽¹⁾⁽⁴⁾	---	-----	1980	1993	---	---
Alternative:						
John J. Wright ⁽⁵⁾	K-12	20.0 Acres	1952	1962, 1982, 2008	n/a	n/a
Pre-K						⁽⁵⁾
Alt Education					90	60
<u>Total</u>					<u>27,782</u>	<u>23,887</u>

Source: Superintendent of Schools, Spotsylvania County.

⁽¹⁾ On same site as Courtland High School.

⁽²⁾ On same site as Chancellor High School.

⁽³⁾ On same site as Spotsylvania High School.

⁽⁴⁾ Included in high school enrollments.

⁽⁵⁾ Pre-K enrollment is counted at the home elementary schools above. However, such enrollment for the 2021–2022 school year was 483 students as of October 1, 2021.

Actual and Projected Daily Student Enrollment by Grade⁽¹⁾

<u>Grade</u>	<u>Actual Daily Student Enrollment by Grade</u>				<u>Projected Daily Student Enrollment by Grade⁽²⁾</u>				
	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2025-26</u>
Pre-K	432	462	383	483					
K	1,545	1,623	1,379	1,646					
1	1,599	1,614	1,569	1,562					
2	1,721	1,641	1,557	1,694					
3	1,698	1,758	1,606	1,611					
4	1,688	1,747	1,680	1,696					
5	1,866	1,747	1,720	1,773					
6	1,841	1,924	1,702	1,781					
7	1,806	1,937	1,909	1,788					
8	1,899	1,844	1,915	1,958					
9	2,025	2,118	1,986	2,247					
10	1,874	1,947	2,029	1,914					
11	1,820	1,775	1,817	1,885					
12	1,860	1,798	1,835	1,849					
Total	23,674	23,935	23,087	23,887					

Source: Superintendent of Schools, Spotsylvania County.

⁽¹⁾ As of September 30 or October 1 of each school year.

⁽²⁾ The School Board has contracted for a large-scale demographic study, the findings of which are due to be available later in 2022. At this time, no enrollment projections are available.

Higher Education

Local opportunities for higher education are Germanna Community College, the University of Mary Washington and Strayer University. Germanna Community College, a unit of the Virginia Community College System, offers technical, arts and sciences, and business courses leading to an associate degree. Strayer University enrolls students each quarter from an eight-county service region. The local campus, one of nine campuses in the metropolitan Washington D.C., Maryland and Northern Virginia areas, offers associate, bachelor, and master degrees in a variety of fields. The University of Mary Washington is a state-supported residential and co-educational liberal arts institution with an undergraduate enrollment of approximately 4,000 and more than 300 enrolled in professional studies and graduate programs. The college offers a broad range of academic programs, including bachelor degrees in arts and science and also master degrees in business administration, education and information systems.

In addition, a number of public and private institutions are within 100 miles of the County. To the west and north are the University of Virginia in Charlottesville, George Mason University in Fairfax, and Northern Virginia Community College in Northern Virginia. To the south in Ashland is Randolph-Macon College and in Richmond are the University of Richmond, Virginia Union University, and Virginia Commonwealth University and its medical sciences division, the Medical College of Virginia. Other schools within the City of Richmond offer specialized secretarial and/or technical training.

Water and Sewer System

Prior to 1971, water and sewer services were provided through a service authority, a sanitary district and the City of Fredericksburg. In 1975, the Department of Utilities was established as an enterprise fund and took over the assets of the service authority and the sanitary district. The Department of Utilities became financially self-supporting in 1981. The Department is managed by the Director of Utilities, who reports to the County Administrator, with ultimate authority resting with the Board. The Department has a staff of 128 employees, who are responsible for operating and maintaining the System.

The County water and sewer system currently serves over 33,000 residential and non-residential customers within the County and includes over 1,200 miles of water and sewer mains and laterals. The County's waterworks also provides the City of Fredericksburg with water and up to 1.5 million gallons per day ("MGD") of wastewater treatment. The water system consists of the 6 MGD Ni River Reservoir Water Treatment Plant, the 15 MGD Motts Run Water Treatment Plant and eight water storage tanks with a total storage capacity of 7 million gallons. The sewer system consists of the 9.4 MGD Massaponax Wastewater Treatment Plant, the 4 MGD FMC Wastewater Treatment Plant, and a 0.345 MGD plant at Thornburg. All biosolids generated by the wastewater treatment facilities are composted at the County owned and operated Livingston's Blend compost facility.

Solid Waste Management

The waste management needs of County residents are currently met by the Livingston Sanitary Landfill, a 565-acre multi-phase site located in the southwestern part of the County. The County is currently in Phase I, which consists of 65 acres, and has a life expectancy of approximately 3 more years. The facility has an EPA approved composite liner and leachate collection system and an operating permit from the Department of Environmental Quality. Approximately 500 tons per day are disposed of at the site, and the facility meets or exceeds all Department of Environmental Quality standards. An extensive groundwater and methane monitoring program facilitates sound environmental protection.

The residents of the County are also served by 13 staffed convenience centers which integrate residential waste collection with recycling, yard waste mulching operation at two locations and a biosolid composting facility. The County enjoys a residential recycling rate of approximately 35%. The County currently recycles glass, lead acid batteries, aluminum, antifreeze, oil, tires, appliances, propane tanks, wood waste, plastic bottles, steel cans, cardboard, magazines, phonebooks and newsprint at various sites.

Health Care

Health care in the County is provided through the local office of the State Health Department and by private institutions. Spotsylvania Regional Medical Center ("SRMC"), the County's first hospital and the region's third hospital, employs over 500. SRMC is part of the HCA hospital chain, the nation's largest, with HCA's Virginia network consisting of 13 other hospitals and more than 30 outpatient centers, freestanding clinics, and urgent care centers. SRMC operates a 7,000 square foot Cancer Center through partnership with Virginia Commonwealth University Massey Cancer Center in Richmond, VA. Mary Washington Healthcare, formerly Mary Washington Hospital, provides primary and advanced health care in the City of Fredericksburg, Spotsylvania, Stafford and Caroline Counties. Mary Washington Hospital also has a cancer treatment center in the County, along with a free-standing emergency room and trauma center. In addition, there are a number of private walk-in clinics that serve the County, and the Medical College of Virginia, the University of Virginia and a number of Washington, D.C. metropolitan area hospitals are located within 75 miles.

Public Library

The County participates as a member jurisdiction of the Rappahannock Regional Library and provides economic support with two other counties and the City of Fredericksburg for library services. The main library is located in Fredericksburg and provides a complete range of services including a law library and a historical collection. Two branch library facilities serve the County directly. The Salem Church Branch Library opened in 1994 and serves the northern part of the County. The C. Melvin Snow Branch Library is located at Spotsylvania Courthouse. Additionally, two satellite library branches opened in the County during 2018, one of which occupies space in The Spotsylvania Towne Centre and is a catalyst for trips to the shopping facilities at the Towne Centre.

Parks and Recreation

The County Parks and Recreation Department provides and manages a variety of leisure activities and facilities that promote personal growth and physical fitness and serve the recreational needs of County residents. The department maintains 13 parks throughout the County, each with a number of athletic fields, playgrounds and picnic shelters and all are available for public enjoyment. The department offers a variety of programs, including youth sports, leisure classes for children and adults, summer camps and special events. Boating and fishing opportunities exist at the Ni River Reservoir Recreational Area and Hunting Run Park. The Senior Citizens Association is sponsored

by the Parks and Recreation Department, providing a social outlet for the County's senior population. County residents and organizations also have access, for meetings and social gatherings, to four community centers maintained by the department, and the Senior Center, which provides activities for senior citizens. Four major Civil War battlefields in the County are managed by the National Park Service, and the 2,000-acre Lake Anna State Park is located on the southern border of the County. The County's central location allows residents easy access to mountains and beaches located within an hour's drive of the County.

Transportation

Centrally located in the mid-Atlantic region between Washington, D.C. and Richmond, Virginia, the County is served by an established transportation network. Interstate 95 runs north-south through the County with connectors east and west on Interstate 66 near Washington, D.C., and Interstate 64 in Richmond. U.S. Route 1 and St. Route 208 provide alternative north and south routes and State Route 3 offers east-west access on a four-lane divided highway.

The CSX Railroad passes through the County connecting rail yards in Washington, D.C. and Richmond. Commuter rail service between Washington, D.C. and the City of Fredericksburg, Virginia, began in July 1992. The County joined the Virginia Railway Express (VRE), which provides commuter rail service connecting Northern Virginia suburbs to Union Station in Washington, D.C., in February 2010. Spotsylvania's first commuter rail station has been operational since September 2015.

Shannon Airport, a privately-owned general aviation facility, provides charter, corporate and commuter services and facilities. The airport has a 3,000-foot paved runway and FAA approved lighting. The Stafford Regional Airport facility includes a 5,000 foot by 100-foot instrument runway with full parallel taxiways. The facilities can accommodate 75,000 annual operations and 100 based aircraft, including corporate business jets, with gross weights up to 70,000 pounds and wingspans up to 80 feet. Washington Dulles International Airport and Reagan National Airport are each within 75 miles of the County.

Regional bus service is provided by Fredericksburg Regional Transit (FRED) within the northern portions of the County and the City of Fredericksburg. Thirteen-passenger buses operate along Route 3, Four Mile Fork, Massaponax, and Spotsylvania Courthouse, and connect with routes into the City of Fredericksburg.

ECONOMIC AND RELATED DATA

Population Figures

The following table presents County population figures for selected years:

<u>Year</u>	<u>Population</u>
1990	57,403
2000	91,504
2010	122,397
2014	128,881
2015	130,042
2016	131,401
2017	132,889
2018	134,227
2019	136,447
2020	140,475
2021	143,676
2022	144,796

Sources: U.S. Census Bureau for years 2021 and prior; Spotsylvania County Planning Department for 2022 estimate.

Income Profile

Median Household Income

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Spotsylvania County	\$81,065	\$85,743	\$86,695	\$90,262	\$94,299
Commonwealth of Virginia	68,127	71,518	72,600	76,471	79,154

Sources : U.S. Census Bureau. Latest information available.

Per Capita Income

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Spotsylvania County + City of Fredericksburg	\$47,547	\$48,951	\$50,627	\$52,157	\$55,077
Commonwealth of Virginia	53,792	55,631	57,964	59,657	61,958

Source: U.S. Bureau of Economic Analysis. Latest information available.

Construction Activity

The following data is presented to illustrate construction activity in the County:

Building Permits and Value

Fiscal Year	Number				Value ⁽⁴⁾			
	Commercial ⁽¹⁾	Residential ⁽²⁾	Accessory Permits ⁽³⁾	Total	Commercial	Residential	Accessory Permits	Total
2013 ⁽⁵⁾	290	464	2,314	3,068	\$ 404,014,490	\$102,557,927	\$23,016,560	\$529,588,977
2014	298	429	2,384	3,111	57,939,747	99,272,843	23,497,438	180,710,028
2015	304	442	2,250	2,996	74,394,943	112,494,521	39,905,998	226,795,462
2016 ⁽⁶⁾	390	510	2,689	3,589	268,671,597	131,377,317	47,341,882	447,390,796
2017	310	640	2,805	3,755	93,178,917	169,340,263	69,390,729	331,909,909
2018 ⁽⁷⁾	309	715	2,999	4,023	667,146,793	186,182,287	108,323,303	961,652,383
2019	295	730	2,977	4,002	159,698,790	194,007,855	41,686,747	395,393,392
2020	217	796	2,596	3,609	203,352,245	187,811,766	51,371,965	442,535,976
2021	213	942	2,978	4,133	201,978,993	177,002,036	78,882,048	457,863,077

Source: Code Compliance Department, Spotsylvania County.

⁽¹⁾ Commercial includes all new construction, renovations, additions, accessories, tenant build-outs, and site plans.

⁽²⁾ Residential includes all dwelling unit permits for single family dwellings, townhouses, apartments, singlewides, doublewides, and triplewides.

⁽³⁾ Accessory permits include all commercial and residential trade work (mechanical, electrical, plumbing), fire permits, residential accessories, over-the-counter permits, and all miscellaneous permit transactions.

⁽⁴⁾ Values are taken from permit applications as provided by the applicants. These values do not represent the value assigned by Spotsylvania's Assessment Office.

⁽⁵⁾ There were multiple site plans for which the stated values were unusually large. Additionally, there were a number of large commercial building/renovation projects for which the stated value of each project was \$3 million or more.

⁽⁶⁾ Includes submissions of several large commercial applications with sizeable stated values, including a substantial site plan for the 900,000 sq. ft. Lidl grocery distribution center.

⁽⁷⁾ Includes submission of one large commercial application with a stated value of \$500 million.

Housing

The following data is presented to illustrate the character of housing in the County:

Housing Units By Type of Structure

Type of Structure	<u>1990</u> ⁽¹⁾		<u>2000</u> ⁽¹⁾		<u>2010</u> ⁽²⁾		<u>2020</u> ⁽²⁾	
	<u>Number</u>	<u>%</u>	<u>Number</u>	<u>%</u>	<u>Number</u>	<u>%</u>	<u>Number</u>	<u>%</u>
Single Family:								
Detached ⁽³⁾	18,355	90.2%	28,804	86.5%	37,476	86.5%	41,776	80.1%
Attached ⁽⁴⁾	1,313	6.5	2,522	7.6	2,730	6.3	4,756	9.1
Multi Family:								
Apartments ⁽⁵⁾	<u>682</u>	<u>3.3</u>	<u>1,983</u>	<u>5.9</u>	<u>3,136</u>	<u>7.2</u>	<u>5,629</u>	<u>10.8</u>
Total	20,350	100.0%	33,309	100.0%	43,342	100.0%	52,161	100.0%

Source: Planning Department and Assessment Office, Spotsylvania County.

⁽¹⁾ As of April 1, for 1990 and 2000.

⁽²⁾ As of December 31, for 2010 and 2020.

⁽³⁾ Includes trailers, manufactured homes and mobile homes.

⁽⁴⁾ Consists of duplexes and townhouses.

⁽⁵⁾ Represents the total number of apartments and condominiums (age-restricted included) and assisted living housing units per County building permit data.

Business and Labor

The County's primary economic development mission is to attract new businesses and capital investment, and to provide a supportive climate for the growth of existing businesses in order to stimulate the creation of jobs and tax revenues. The County has implemented numerous new initiatives and specific programs to accomplish this mission:

The County continues to be a prime business location due to Spotsylvania's geographical location along interstate 95, proximity to military installations and academic institutions, and nearby northern Virginia, D.C., and Richmond, but with a much lower cost-of-living. Due to the County's low tax rates, quality education system, and desirable location, the County has become a leader in job creation in the Commonwealth. The County's pro-business, low regulatory environment has succeeded in the attraction of companies that have created local job opportunities, invested in their properties and in the community, and enhanced the quality of life for our citizens.

The Department of Economic Development and the Economic Development Authority (EDA) continue to jointly embark on a vigorous effort to remain abreast of changes in the local economy, as well as evaluate the potential for future growth of new and existing industries. The EDA has generated over \$350,000 in fee revenue through its Bond Financing Program and plans to invest these funds in infrastructure, site development, or other programs to further economic development opportunities in the County.

The County remains a partner with the Fredericksburg Regional Alliance (FRA), a public-private partnership which promotes and markets the region while focusing on targeted industries; assesses and forwards leads to localities from the Virginia Economic Development Partnership (VEDP); and works in many other ways to create and promote opportunities for business growth in the region. In Fall 2015, FRA partnered with the University of Mary Washington and the Fredericksburg Regional Chamber of Commerce in establishing the Center for Economic Research enabling the Fredericksburg Region to join Virginia's other three major metropolitan areas along the "Urban Crescent" in providing local university research services related to the region's economy. FRA is one of four regions in Virginia with universities in their communities that provide excellent research products dealing with our regions' economies.

Economic Development Programs & Initiatives:

- The County participates in the Virginia Business Ready Sites Program (VBRSP) administered by the Virginia Economic Development Partnership. The VBRSP is a discretionary program to promote development and

characterization of large sites (minimum of 100 contiguous, developable acres) to enhance the Commonwealth's infrastructure and promote a competitive business environment. The program's goal is to identify, assess, and improve the readiness of potential industrial sites for prospective investment. The County currently has 11 sites that have undergone characterization studies.

- GO Virginia is a statewide economic development initiative intended to create more higher-paying jobs in Virginia through business-led, regional collaboration. The state is split into nine GO Virginia regions, each with its own Regional Council and funding to allocate to qualified projects. Through an application process, applicants must meet certain economic growth and diversification requirements. The County is included in Region 6 which includes Caroline, Fredericksburg, King George, and Stafford along with Northern Neck and Middle Peninsula communities.
- The County has three Opportunity Zones designated by the U.S. Department of Treasury. Opportunity zones are an important federal tool to spur vitality in economic growth in communities across Virginia. The Federal Tax Cuts and Jobs Act of 2017 allows investors to receive tax benefits on currently unrealized capital gains by investing those gains in census tracts designated as Opportunity Zones. The designations are effective until December 31, 2028.
- Technology and Tourism Zone Programs serve both new and existing qualified businesses. The Technology Zone covers the County's primary settlement district encompassing the County's fully-serviced business corridors to encourage growth in Spotsylvania's high-technology sector. Qualifying businesses located within the Technology and Tourism zones are afforded local tax rebates on Business, Professional and Occupational License and Machinery and Tools taxes, and are placed in the County's Targeted Industries Program.
- There are four census tracts designated by the Small Business Administration as Qualified HUBZones that offer businesses an advantage when applying for federal contracts. Two adjacent HUBZones are located in the northern portion of the County on the Route 3 corridor, and the remaining two adjoining tracts are located near Lake Anna.

The County continues to attract businesses that provide a diverse economic base with above average annual salaries. Target market sectors consisting of distribution/manufacturing, professional services, information technology/defense contractors, data centers and destination tourism venues continue to remain strong and out-perform other areas of the state due to Spotsylvania's location and versatile workforce. High-tech service, distribution centers and data center clusters have been identified as the top industry clusters to target due to the on-going changes the pandemic has presented. There will be increased need for businesses enabling workers to work from home.

The County is experiencing certain previously vacant locations being entirely repurposed. For example, the now closed Sears location at Spotsylvania Towne Centre that had served as an anchor tenant since 1980 has been demolished to make room for a mixed-use development at the site which will increase daily traffic in and around the shopping area, continuing the mall as a prime retail location.

Major Economic Development Announcements: [TO BE UPDATED]

Veterans Administration Clinic – Currently under development, the nation's largest Veterans Administration Clinic will occupy 400,000 square feet on a 48-acre site in Spotsylvania. The nearly \$400 million development has an estimated completion date of late 2023. The facility will be privately owned by and, upon completion, will be leased to the United States government for a minimum of 20 years. The new facility is expected to provide jobs to more than 600 healthcare and administrative employees. Significant public transportation improvements are necessary and will soon be underway in the area of the clinic construction.

DataStream Broadband – The County partnered with DataStream, a Virginia-based, rural-focused broadband service provider, to locate 5G equipment on two County-owned towers in the western portion of the County. This effort is helping to bridge the last-mile gap for a portion of the rural area within the county to ensure residents have access to the internet for work and for school.

Kaeser Compressors – Spotsylvania is the location for Kaeser’s U.S. headquarters. This third expansion of the facility will be 30,000 square feet. The project will create the space necessary for 100 new jobs at the facility and provide advanced amenities for all employees, specifically a café, kitchen, and dining space with an outdoor terrace.

Greenline – Spotsylvania’s John Deere distributor expanded its dealership by 20,000 square feet.

Flatter & Associates – This defense contractor relocated from the City of Fredericksburg to Spotsylvania County in 2017. The company recently expanded into an existing 5,880 square foot building to accommodate new defense contracts the company has been awarded.

New Industrial Construction – Several new flex space buildings are either under construction or in the planning phases. Combined, these facilities will offer 329,000 square feet of new industrial space to tenants.

Tourism: [TO BE UPDATED]

One of the primary markets due to its relative size and importance within the County’s economy is tourism. According to the Virginia Tourism Corporation 2019 report, Spotsylvania County ranked 17th out of 133 counties and incorporated cities within the Commonwealth for tourism expenditures, continuing to remain within the top 20 in the state. The tourism “industry” is actually a cluster of industries. Tourism provides revenue for the County through sales to visitors who come for various attractions, accommodations, shopping, dining, and to experience recreation and entertainment. Hotels reported an occupancy rate of 65% for the County in 2018 and more than 1 million visits were recorded at local attractions, including the Civil War battlefields, Lake Anna and other popular visitor sites and special events. According to the Virginia Tourism Corporation, visitors to the County in 2019 generated approximately \$303 million in overall economic value, up from \$295 million in 2018. Following are examples of the many tourism opportunities that have been available in Spotsylvania:

Virginia Renaissance Faire – The Faire currently is held at the Lake Anna Winery for four weekends each year, averaging 20,000 visitors each season. The primary activity of the cast consists of presenting a series of events that will both educate and entertain audiences.

Trolley Tours – The popular Trolley Wine Tour occurs on Sundays during the summer is usually fully booked, and includes increased retail sales for the wineries. The five-hour tour begins and ends at Spotsylvania Towne Centre with visits to four Spotsylvania wineries. The trolley company also offers tours to groups requesting a special tour during the week. Additionally, private whiskey, winery, and brewery tours are available.

Virginia Youth Soccer Association (VYSA) – VYSA, a nonprofit devoted to promoting youth soccer in Virginia and D.C., at the Publix Sportsplex, is situated on 80 acres in Spotsylvania. The facility boasts eight Federation International Football Association (FIFA) regulation fields including a small stadium. VYSA hosted the 2017/2018 U.S. Youth Soccer Region 1 Championships. The Championships used 4,000 hotel rooms in the region from Alexandria to Glen Allen and provided ample opportunities for tourism exposure and retail sales for the County.

The County continues to grow in the Agritourism Industry with the addition of breweries and wineries to our inventory. Lake Anna Winery, Wilderness Run Vineyard and Mattaponi Winery are large farm wineries that grow much of their own grapes or fruit. Eden Try Winery is a boutique winery that grows only a small amount of grapes with all production and bottling being done elsewhere, and the product is sold only onsite at special occasions. Bacchus Winery is a micro-winery that purchases grape juice and creates the wine in their facility. Additionally, multiple breweries exist in the County. Maltese and 1781 Breweries have expanded and have seen increased visitation, also offering events that draw large crowds.

A. Smith Bowman Distillery is located in the Bowman Center and continues to win awards for their special blends of bourbon. They have added an additional still and several new staff members and expanded their production capabilities. John J. Bowman Single Barrel Virginia Straight Bourbon Whiskey was recognized as the world’s best bourbon by Whiskey Magazine in 2017, and they also received several gold medals at other competitions. During the pandemic, visits to the distillery have been available by appointment only. At this time, the distillery is continuing this practice of appointment only visits. Plans are in place to continue to market the distillery as a destination to out-of-state markets in the future.

Lake Anna State Park continues to expand their program offerings and to host events that draw large crowds such as Iron Man competitions, Lake Anna Brewfest, and a wine festival. Two 16-person lodges were recently dedicated and opened at the park, and work has been completed on several yurts.

Shannon Air Museum continued to see an increase in visitation and has expanded the gift shop and seating area for the Robin's Nest Café. The Virginia Aeronautical Historical Society is headquartered at Shannon Air Museum. There was a special event held in 2019 at the airport that included the Tuskegee Air Museum and the Berlin Air Drop with local school groups in attendance.

The Spotsylvania Arts Festival debuted in August 2018 and was held again in 2019 with over 50 artists from around the nation selling, demonstrating, and displaying their work for two days on the County's historic courthouse lawn. Food vendors rounded out the event with a steady crowd attending both days of the Festival. The County has been awarded the Virgo Award for Niche Tourism by the Virginia Association of Destination Marketing Organizations for the Arts Festival two years in a row. After not being able to hold the festival in 2020 due to the pandemic, staff is excited for the 2021 festival scheduled for August 14 & 15 on the courthouse lawn.

Fishing University, a television series that airs on sports networks, recorded a show at Lake Anna in 2018. It aired on three major sporting channels over 40 times, reaching more than 63 million households across all 50 states. As part of the County's agreement with Fishing University, a 90-second commercial for local attractions was produced and shown during each episode.

Principal Employers Within Spotsylvania

<u>Name</u>	<u>Nature of Business</u>	<u>Employee Range</u>
Spotsylvania County Schools	Education	1,000+
Spotsylvania County Government	Local Government	1,000+
HCA Virginia Health System	Hospital – Spotsylvania Regional	500-999
Wal-Mart	Retail	250-499
PAE Shared Services, LLC	Government Services & Support	250-499
Lidl US Operations	Grocery Distribution Center	250-499
CVS Pharmacy	Pharmacy Distribution Warehouse	250-499
Alorica	Administrative Support Services	250-499
Germanna Community College	Education	250-499
Weis Markets	Grocery	250-499
Kaeser Compressors	Air Compressor Manufacturer	250-499
McDonald's	Restaurant	100-249
United Parcel Service	Package Delivery Service	100-249
Costco	Retail	100-249
Carmax	Automobile Dealer	100-249
Giant Food	Grocery	100-249
Compass Counseling Center	Social Assistance	100-249
Wawa	Convenience Stores	100-249
Target Corp	Retail	100-249
Lowe's Home Center	Retail	100-249

Source: Virginia Employment Commission, as of 3rd quarter 2021.

Additional major employers located in the surrounding area (but not located in the County) include:

<u>Name</u>	<u>Nature of Business</u>	<u>Employee Range</u>
U.S. Department of Defense	Federal Government Agency	1,000+
GEICO	Insurance Customer Service Center	1,000+
Stafford County Schools	Education	1,000+
Federal Bureau of Investigation	Federal Government Agency	1,000+
Mary Washington Hospital	Hospital	1,000+
County of Stafford	Local Government	1,000+
University of Mary Washington	Education	500-999
Medicorp Health System	Physician Recruiting	500-999
King George County Schools	Education	500-999
Fredericksburg City Schools	Education	500-999
McLane Mid Atlantic	Distributor for Convenience Centers	500-999
Caroline County Schools	Education	500-999
City of Fredericksburg	Local Government	500-999
Rappahannock Area Community Services Board	Social Advocacy Organization	500-999
United States Postal Service	Federal Government Agency	250-499
Mary Washington Healthcare	Ambulatory Health Care Services	250-499
The Home Depot	Retail	250-499
YMCA	Social Advocacy Organization	250-499
Snowden Services	Ambulatory Health Care Services	250-499
Stafford Hospital Center	Hospital	250-499

Source: Virginia Employment Commission, as of 3rd quarter 2021.

Unemployment Rate

The following table illustrates the unemployment rate for the County, the Commonwealth of Virginia and the United States for selected years.

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Spotsylvania County	6.0%	5.7%	5.3%	4.6%	4.0%	3.7%	3.0%	2.8%	6.0%	3.9%
Commonwealth of Virginia	5.9	5.6	5.1	4.4	4.0	3.7	3.0	2.8	6.2	3.9
United States	8.1	7.4	6.2	5.3	4.9	4.4	3.9	3.7	8.1	5.3

Source: Bureau of Labor Statistics.

Taxable Retail Sales

The table below is a summary of recent County taxable retail sales and per capita taxable retail sales.

Taxable Retail Sales and Taxable Retail Sales Per Capita

<u>Calendar Year</u>	<u>Taxable Retail Sales</u>	<u>Taxable Retail Sales Per Capita</u>
2012	\$1,459,932,298	\$11,599
2013	1,475,776,919	11,579
2014	1,506,373,874	11,688
2015	1,547,887,315	11,903
2016	1,590,677,800	12,106
2017	1,634,908,083	12,303
2018	1,696,332,232	12,638
2019	1,745,970,012	12,796
2020	1,822,004,763	12,970
2021	2,125,657,058	14,795

Source: Department of Taxation, Commonwealth of Virginia. Latest available information.

ACCOUNTING SYSTEM AND ANNUAL AUDIT

The accounts of the County are organized on the basis of funds, each of which is considered to be a separate accounting and reporting entity. Operations are accounted for by a separate set of self-balancing accounts which comprise its assets, liabilities, fund equity, revenues and expenditures or expenses.

The modified accrual basis of accounting is followed for the governmental funds. Revenue is recorded when received, except for revenue deemed to be available and of a material amount which is accrued. Expenditures are recorded when liabilities are incurred.

An annual audit is made of the various funds of the County, and the most recently completed financial statement submitted by CliftonLarsonAllen, LLP, independent certified public accountants, is presented as Appendix B to this Official Statement. CliftonLarsonAllen, LLP will not review this Official Statement or any other matters in connection with the issuance of the Bonds. For years prior to fiscal year 2020, the County's audit was prepared by Cherry Bekaert, LLP.

Note 1 of the financial statements in Appendix B gives a more detailed summary of significant accounting policies.

BUDGET

General. Prior to March 30 of each year, the County Administrator submits to the Board a proposed operating and capital budget for the Fiscal Year commencing the following July 1. The operating and capital budget includes proposed expenditures and the means of financing them. Public hearings are conducted to obtain citizen comments. Prior to June 30, the budget is enacted by resolution of the Board. Thereafter, appropriations are approved annually by the Board. Additions to the budget must be approved and appropriated by the Board. The County Administrator is authorized to transfer budgeted amounts within general government departments and has limited authority to transfer budgeted amounts between departments.

Formal budgetary integration is employed as a management control device during the year for the General Fund, Special Revenue Funds, Capital Projects Funds, and Enterprise Fund. The School Funds are integrated only at the level of legal adoption.

Appropriations lapse on June 30 for all County units except for the Capital Projects Funds which carry unexpended balances into the following year on a continuing appropriation basis.

The Code of Virginia requires that the School Board's requested budget be submitted in its entirety to the Board. Legislation passed in the 1978 General Assembly requires the County to approve an annual budget for education purposes by May 1 or within 30 days of the receipt of estimates of educational funds to the County. The County budget document includes the school system's adopted budget. Once adopted by the County, the School Board's budget is controlled by the School Board. The County and the School Board have adopted their respective budgets for Fiscal Year 2023, which began July 1, 2022.

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Set forth in the table below is a summary of the FY 2023 Adopted General Fund Budget.

	FY 2023 ADOPTED BUDGET
Sources:	
Revenues:	
Property Taxes	\$200,401,112
Other Local Taxes	61,182,566
Licenses & Permits	228,200
Charges for Services	5,104,034
Other Local Revenue	5,078,754
State	44,321,793
Federal	3,365,101
Transfer from Fire/EMS Service Fee Fund	2,700,000
Transfer from Code Compliance Fund	<u>1,092,858</u>
Total Revenues & Transfers In	323,474,418
Use of (Addition to) Fund Balance	<u>17,881,374</u>
Total Sources	<u>\$341,355,792</u>
Uses:	
Executive Services	\$7,287,216
Administrative Services	18,801,762
Voter Services	885,788
Judicial Administration	5,990,230
Public Safety	81,376,079
Public Works	10,886,431
Health & Human Services	31,542,014
Parks, Recreation & Cultural	8,423,694
Community Development	3,950,004
Debt Service	<u>9,772,661</u>
Subtotal	178,915,879
Tax Relief	1,400,000
Transfer to School Operating Fund	138,081,416
Transfers to Other Funds	<u>22,958,497</u>
Total Uses	<u>\$341,355,792</u>

FISCAL POLICY GUIDELINES

In March 1992, the Board of Supervisors adopted a series of fiscal policies designed to provide target parameters and goals that will influence and guide the financial management practices of the County. These policies relate to: Financial Planning and Budgeting; Revenues; Expenditures, including Debt Management and Reserves; Utilities and Code Compliance Funds; and Virginia Railway Express Funding. Updates to the guidelines have been approved by the Board periodically, most recently in 2017 to support the County's goal maintaining its superior credit ratings, and in 2019 to incorporate policies associated with the school health insurance and school OPEB reserves held by the County.

CAPITAL IMPROVEMENT PLAN

The County makes annual appropriations for capital projects on a continuing basis. These appropriations cover projects until completed unless amended or superseded by action of the Board.

The Capital Improvement Plan (“CIP”) represents a five-year program of capital outlays for general County, water and sewer and school improvements. It is reviewed and updated annually but does not represent a legislative commitment to expend capital funds for the projects indicated. It is a plan for future spending and establishes priorities for the orderly development of the County. The CIP is subject to continuing examination and revision and is reviewed and adopted by the Board on an annual basis. The most recent CIP adopted by the Board of Supervisors appears on the following page.

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FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM
Capital Improvement Plan

SUMMARY OF PROJECT ESTIMATES⁽¹⁾

	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2023-2027 Estimated Cost</u>
GENERAL CAPITAL PROJECTS						
General Government Facilities	\$15,034,640	\$12,635,692	\$10,559,310	\$6,340,000	\$6,303,900	\$50,873,542
Solid Waste	5,792,037	6,013,429	8,956,229	5,373,183	865,300	27,000,178
Parks and Recreation	820,700	3,658,500	1,247,000	1,290,000	1,242,500	8,258,700
Fire/Rescue Services	7,801,315	11,991,954	12,179,174	8,435,618	4,259,488	44,667,549
Transportation	7,065,000	11,190,562	16,580,369	33,141,848	36,531,789	104,509,568
TOTAL	\$36,513,692	\$45,490,137	\$49,522,082	\$54,580,649	\$49,202,977	\$235,309,537
SCHOOL CAPITAL PROJECTS	\$38,743,386	\$36,798,973	\$36,798,973	\$31,450,000	\$15,000,000	\$158,791,332
UTILITIES CAPITAL PROJECTS	\$86,263,852	\$89,495,000	\$58,120,000	\$25,155,000	\$17,560,000	\$276,593,852
TOTAL	\$161,520,930	\$171,784,110	\$144,441,055	\$111,185,649	\$81,762,977	\$670,694,721

SUMMARY OF FUNDING ESTIMATES⁽¹⁾

	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2022-2027 Estimated Cost</u>
GENERAL CAPITAL PROJECTS						
Use of (Add to) CIP Fund Balance	(\$1,015,465)	\$5,285,105	\$269,680	\$62,088	(\$569,734)	\$4,031,674
General Fund Revenues	18,674,065	10,843,247	15,847,009	12,870,603	14,601,322	72,836,246
Bond/Lease Issues	9,413,582	27,661,336	33,009,543	40,468,119	34,831,789	145,384,369
Other Sources	9,441,510	1,700,449	395,850	1,179,839	339,600	13,057,248
TOTAL GENERAL PROJECTS	\$36,513,692	\$45,490,137	\$49,522,082	\$54,580,649	\$49,202,977	\$235,309,537
SCHOOL CAPITAL PROJECTS						
Bond/Lease Issues	\$25,184,535	\$36,798,973	\$36,798,973	\$31,450,000	\$15,000,000	\$145,232,481
Other Sources	13,558,851	-	-	-	-	13,558,851
TOTAL SCHOOL PROJECTS	\$38,743,386	\$36,798,973	\$36,798,973	\$31,450,000	\$15,000,000	\$158,791,332
UTILITIES CAPITAL PROJECTS						
Connection Fees	\$7,239,689	\$6,844,903	\$5,881,058	\$5,998,679	\$6,118,652	\$32,082,981
Bond Issues	67,651,130	73,974,582	42,599,582	12,300,000	0	196,525,294
Other Sources	19,312,722	16,220,418	16,220,418	6,287,709	700,000	58,741,267
Use of (Add to) Util. Fund Balance	(7,939,689)	(7,544,903)	(6,581,058)	568,612	10,741,348	(10,755,690)
TOTAL UTIL. CAP. PROJECTS	\$86,263,852	\$89,495,000	\$58,120,000	\$25,155,000	\$17,560,000	\$276,593,852
TOTAL	\$161,520,930	\$171,784,110	\$144,441,055	\$111,185,649	\$81,762,977	\$670,694,721

Source: Office of Budget & Grants, Spotsylvania County.

⁽¹⁾ Some of the columns and rows may not add exactly due to rounding.

SELECTED FINANCIAL INFORMATION

The financial data shown in the following tables present a summary for the last five fiscal years of the County's General Fund revenues, expenditures and fund balances, the Proprietary Fund revenues, expenses and changes in retained earnings, the School Operating Fund revenues and expenditures and changes in fund balances.

Five - Year Summary of Revenues, Expenditures and Changes in Fund Balances General Fund Fiscal Year Ended June 30

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Fund Balance at Beginning of Year	\$ 73,018,972	\$ 76,559,831	\$ 87,116,708 ⁽³⁾	\$ 93,859,805 ⁽⁵⁾	\$118,759,634
Revenues:					
General property taxes ⁽¹⁾	\$166,388,967	\$171,066,503	\$176,930,157	\$184,706,333	\$189,606,067
Other taxes	41,830,371	42,903,023	44,231,599	46,963,078	53,332,192
Permits, privilege fees and regulatory license	315,939	377,411	383,399	271,722	256,638
Fines and Forfeitures	558,004	529,585	549,846	356,918	327,313
Use of money and property	954,893	1,119,795	3,737,335	3,494,644	684,768
Charges for Services	4,781,097	5,197,426	5,617,482	4,787,180	5,468,326
Gifts and donations	133,646	167,352	171,234	196,642	109,734
Miscellaneous	105,475	213,829	259,594	206,364	367,575
Intergovernmental	39,286,317	42,974,684	44,644,969	53,185,280	57,192,402
Total revenues	<u>\$254,354,709</u>	<u>\$264,549,608</u>	<u>\$276,525,615</u>	<u>\$294,168,161</u>	<u>\$307,345,015</u>
Expenditures:					
Current:					
General government administration	\$ 12,740,875	\$ 12,657,779	\$13,199,943	\$13,856,733	\$15,207,705
Judicial administration	7,059,536	7,508,648	7,743,719	7,944,601	8,884,041
Public safety	46,230,001	49,635,232	53,934,435	58,974,210	63,302,261
Public works	7,871,561	8,161,166	8,399,612	8,284,639	8,560,241
Health and welfare	20,692,124	23,781,266	26,510,533	25,735,332	24,556,558
Education	120,472,661	124,350,214	124,574,067	122,806,912	113,680,175
Parks, recreation and cultural	7,077,085	7,503,395	8,007,414	7,271,230	7,099,779
Community development	2,381,984	2,466,484	4,048,241	3,504,373	3,906,612
General debt service	35,069,485	35,310,192	34,750,285	37,891,564	37,230,625
Non-departmental	<u>1,206,801</u>	<u>1,219,696</u>	<u>2,042,174</u>	<u>1,541,446</u>	<u>1,401,727</u>
Total expenditures	<u>\$260,802,113</u>	<u>\$272,594,072</u>	<u>\$283,210,423</u>	<u>\$287,811,040</u>	<u>\$283,829,724</u>
Excess of revenues over expenditures	<u>\$ (6,447,404)</u>	<u>\$ (8,044,464)</u>	<u>\$ (6,684,808)</u>	<u>\$6,357,121</u>	<u>\$23,515,291</u>
Other financing sources (uses):					
Bond proceeds	19,615,000	24,440,000	28,465,000	36,357,131	18,110,000
Debt issuance premiums (discounts)	2,898,821	3,106,621	2,594,020	6,686,378	3,552,202
Payment for refunded debt	-	-	-	(13,892,905)	(8,508,531)
Transfers in (out)	<u>(12,525,558)</u>	<u>(9,456,891)</u>	<u>(15,998,087)</u>	<u>(10,607,896)</u>	<u>(22,860,888)</u>
Total other financing sources (uses):	<u>\$ 9,988,263</u>	<u>\$ 18,089,730</u>	<u>\$15,060,933</u>	<u>\$18,542,708</u>	<u>(\$9,707,217)</u>
Excess (deficiency) of revenues & other sources over expenditures & other uses	3,540,859	10,045,266	8,376,125	24,899,829	13,808,074
Special revenue	<u>≡</u>	<u>≡</u>	<u>≡</u>	<u>≡</u>	<u>≡</u>
Fund balance at end of year	<u>\$ 76,559,831⁽⁴⁾</u>	<u>\$86,605,097⁽²⁾</u>	<u>\$95,492,833</u>	<u>\$118,759,634</u>	<u>\$132,567,708</u>

Source: Spotsylvania County Annual Comprehensive Financial Report, Fiscal Year 2017 through Fiscal Year 2021.

⁽¹⁾ See footnote (1) in the table entitled "Tax Revenues by Source" on page A-26 for additional information regarding general property taxes.

⁽²⁾ Difference from Annual Comprehensive Financial Report is due to Economic Development Opportunities Fund and the LOSAP trust included in Annual Comprehensive Financial Report to satisfy GASB 54 requirements.

⁽³⁾ Effective July 1, 2019, the Economic Development Opportunities (EDO) Fund is consolidated into the General Fund. The General Fund beginning balance has been adjusted to reflect the \$511,581 in fund balance previously held by the EDO Fund.

⁽⁴⁾ Difference due to rounding.

⁽⁵⁾ The FY 2019 ending/FY 2020 beginning balance was restated to properly account for prior years' pre-paid tax revenue.

**Summary of
Revenues, Expenditures and Fund Balances
School Funds
Fiscal Year Ended June 30**

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021⁽¹⁾</u>
Fund balance at beginning of year	\$ 19,528,221	\$ 15,579,781	\$ 22,603,016	\$13,745,782	\$13,503,453
Revenues:					
Use of money and property	\$ 97,061	\$ 278,394	\$ 418,101	\$ 466,621	\$89,995
Charges for services	8,039,886	8,795,223	7,520,796	5,790,933	361,644
Miscellaneous	284,246	366,645	264,427	461,034	650,292
Gifts and donations	-	-	-	-	-
Intergovernmental	146,684,659	153,577,679	159,596,917	167,413,113	199,887,509
Payments from primary government	<u>120,243,266</u>	<u>124,119,694</u>	<u>124,484,896</u>	<u>122,617,741</u>	<u>113,491,004</u>
Total Revenues	<u>\$275,349,118</u>	<u>\$287,137,635</u>	<u>\$292,285,137</u>	<u>\$296,749,442</u>	<u>\$314,480,444</u>
Expenditures:					
Education	\$252,711,284	\$255,857,805	\$263,264,111	\$274,613,845	\$293,121,400
Capital projects	26,586,274	24,256,595	37,878,260	22,377,926	10,586,828
Total Expenditures:	<u>\$279,297,558</u>	<u>\$280,114,400</u>	<u>\$301,142,371</u>	<u>\$296,991,771</u>	<u>\$303,708,228</u>
Revenues over (under) expenditures	<u>\$ (3,948,440)</u>	<u>\$ 7,023,235</u>	<u>\$ (8,857,234)</u>	<u>\$ (242,329)</u>	<u>\$10,772,216</u>
Transfers in (out)	\$-	\$-	\$-	\$-	(\$18,408)
Fund balance at end of year	<u>\$ 15,579,781</u>	<u>\$ 22,603,016</u>	<u>\$ 13,745,782</u>	<u>\$13,503,453</u>	<u>\$24,257,261</u>

Source: Spotsylvania County Annual Comprehensive Financial Report Fiscal Year 2017 through Fiscal Year 2021.

⁽¹⁾ Beginning in FY 2021, the County implemented GASB Statement 84, "Fiduciary Activities" and reclassified School Activity Funds as funds within the School Board component unit. The display above excludes the School Activity Funds, and therefore will differ from the Annual Comprehensive Financial Report for FY 2021 and forward.

DEBT MANAGEMENT

Pursuant to the Constitution of Virginia and the Public Finance Act of 1991, a county in Virginia is authorized, subject to certain limitations, to issue general obligation bonds secured by a pledge of its full faith and credit and for which the County is authorized and required to levy on all taxable property within the County such ad valorem taxes as may be necessary to pay principal and interest. Although the issuance of bonds by Virginia counties is not subject to any limitation on amount, counties are prohibited from issuing general obligation bonds unless the issuance of such bonds has been approved by public referendum except for certain bonds issued for school purposes.

Counties may, with voter approval, elect to be treated as cities for the purpose of incurring debt. This election allows a county to issue bonds in a principal amount up to 10% of the assessed value of real estate subject to taxation by the county without voter approval. The County has not elected to be treated as a city for this purpose.

**Statement of Debt Service Charges on Outstanding
General Governmental Long-Term Obligations to Maturity
At June 30, 2022^{(1), (2)}**

Annual requirements to amortize general governmental long-term obligations (consisting of school bonds, Literary Fund loans and capital leases and other subject-to-appropriation obligations) and related interest are as follows:

General Governmental Long-Term Debt									
Year Ending June 30	<u>General Government</u>			<u>Schools</u>			<u>Total Debt Service</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2023	\$10,006,959	\$3,726,006	\$13,732,965	\$19,683,041	\$6,410,787	\$26,093,828	\$29,689,999	\$10,136,794	\$39,826,793
2024	9,901,612	3,221,138	13,122,750	16,683,388	5,519,534	22,202,922	26,585,000	8,740,672	35,325,672
2025	9,643,073	2,733,051	12,376,124	16,126,927	4,741,046	20,867,973	25,770,000	7,474,097	33,244,097
2026	9,761,403	2,335,650	12,097,054	15,723,597	4,025,247	19,748,844	25,485,000	6,360,898	31,845,898
2027	10,010,843	1,956,389	11,967,231	15,134,158	3,356,608	18,490,766	25,145,000	5,312,997	30,457,997
2028	6,368,773	1,547,404	7,916,177	12,326,226	2,576,390	14,902,616	18,695,000	4,123,794	22,818,793
2029	5,951,421	1,265,120	7,216,541	11,098,578	2,035,067	13,133,645	17,050,000	3,300,186	20,350,186
2030	5,698,270	1,004,141	6,702,411	9,571,730	1,562,357	11,134,087	15,270,000	2,566,498	17,836,498
2031	3,810,511	755,421	4,565,932	8,414,489	1,184,981	9,599,471	12,225,000	1,940,403	14,165,403
2032	3,479,369	598,501	4,077,870	4,525,631	870,831	5,396,462	8,005,000	1,469,332	9,474,332
2033	3,322,014	482,043	3,804,057	4,117,985	712,272	4,830,257	7,440,000	1,194,314	8,634,314
2034	2,954,814	370,123	3,324,937	3,605,186	564,823	4,170,009	6,560,000	934,946	7,494,945
2035	2,449,456	270,352	2,719,808	3,170,544	443,159	3,613,703	5,620,000	713,511	6,333,511
2036	1,375,000	188,863	1,563,863	2,820,000	338,740	3,158,740	4,195,000	527,603	4,722,603
2037	1,160,000	146,381	1,306,381	2,635,000	245,378	2,880,378	3,795,000	391,759	4,186,759
2038	1,130,000	108,938	1,238,938	2,065,000	157,320	2,222,320	3,195,000	266,258	3,461,258
2039	1,130,000	71,400	1,201,400	2,065,000	83,400	2,148,400	3,195,000	154,800	3,349,800
2040	670,000	38,400	708,400	525,000	25,650	550,650	1,195,000	64,050	1,259,050
2041	610,000	18,300	628,300	330,000	9,900	339,900	940,000	28,200	968,200
2042	0	0	0	0	0	0	0	0	0
Total	<u>\$89,433,518</u>	<u>\$20,837,620</u>	<u>\$110,271,138</u>	<u>\$150,621,480</u>	<u>\$34,863,490</u>	<u>\$185,484,970</u>	<u>\$240,054,998</u>	<u>\$55,701,110</u>	<u>\$295,756,108</u>

Source: Office of Budget & Grants, Spotsylvania County.

⁽¹⁾ Some of the columns and rows may not add up exactly because of the effect of rounding.

⁽²⁾ Excludes bonds issued for transportation projects for which Special Service District taxes are in place to fully fund debt service.

**Statement of Debt Service Charges on Outstanding
General Governmental Long-Term Obligations to Maturity^{(1), (2)}
Subsequent to June 30, 2022**

Year Ending June 30	Existing Governmental Debt Service Total	Principal	Series 2022 Bonds			Principal	Total Debt Service		Total
			Interest	Total			Interest		
2023	\$39,826,793	\$	\$	\$		\$	\$		\$
2024	35,325,672								
2025	33,244,097								
2026	31,845,898								
2027	30,457,997								
2028	22,818,793								
2029	20,350,186								
2030	17,836,498								
2031	14,165,403								
2032	9,474,332								
2033	8,634,314								
2034	7,494,945								
2035	6,333,511								
2036	4,722,603								
2037	4,186,759								
2038	3,461,258								
2039	3,349,800								
2040	1,259,050								
2041	968,200								
2042	0								
Total	<u>\$295,756,108</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>		<u>\$</u>	<u>\$</u>		<u>\$</u>

Source: Office of Budget & Grants, Spotsylvania County.

⁽¹⁾ Some of the columns and rows may not add up exactly because of the effect of rounding.

⁽²⁾ Excludes bonds issued for transportation projects for which Special Service District taxes are in place to fully fund debt service.

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**Ratio of Net Bonded Debt to Assessed Valuation
and Net Bonded Debt per Capita**

Fiscal Year	Population⁽¹⁾	Assessed Value of Real Property⁽²⁾	Net⁽³⁾ Bonded Debt	Percentage of Net Bonded Debt to Assessed Value	Net Bonded Debt Per Capita
2013	127,449	\$11,944,871,476	\$276,359,298	2.31%	\$2,168
2014	128,881	12,465,541,474	271,637,694	2.18	2,108
2015	130,042	12,641,335,473	263,795,039	2.09	2,029
2016	131,401	13,441,945,734	266,867,938	1.99	2,031
2017	132,889	13,778,110,158	267,604,097	1.94	2,014
2018	134,227	14,849,064,873	266,018,023	1.79	1,982
2019	136,447	15,138,224,874	273,673,161	1.81	2,006
2020	140,475	16,514,732,942	268,082,997	1.62	1,908
2021	143,676	16,875,047,298	248,819,998	1.47	1,732
2022	144,796	19,470,140,981	240,054,998	1.23	1,658

Source: Office of Budget & Grants, Spotsylvania County.

⁽¹⁾ U.S. Census Bureau for 2021 and prior, Spotsylvania County Planning Department for 2022 estimate.

⁽²⁾ Assessed value net of tax deferrals and tax relief. Reflects main book value only; no supplemental books.

⁽³⁾ Represents debt outstanding at year's end. There are no incorporated municipalities within the County. Thus, there is no overlapping debt. Excludes bonds issued for transportation projects for which Special Service District taxes are in place to fully fund the debt service.

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OPERATING DATA

The following tables present operating data with respect to the County, some of which, as noted, will be updated in the County's Annual Comprehensive Financial Report, and posted on the Electronic Municipal Market Access system of the Municipal Securities and Rulemaking Board in connection with the County's continuing disclosure obligations. See the subsection "Continuing Disclosure" in Section Four of the front part of this Official Statement.

Tax Revenues By Source

Last Ten Fiscal Years

<u>Fiscal Year</u>	<u>Property Taxes</u> ⁽¹⁾	<u>Sales Taxes</u>	<u>Utilities Taxes</u>	<u>Other Taxes</u>	<u>Total Taxes</u>
2012	\$145,533,200	\$15,110,445	\$2,446,630	\$18,324,183	\$181,414,458
2013	146,393,586	15,355,413	2,404,781	19,186,113	183,339,893
2014	150,750,977	15,778,707	2,530,703	19,208,252	188,268,639
2015	155,425,369	16,437,035	2,552,040	19,755,059	194,169,503
2016	160,136,405	17,123,500	2,547,905	20,491,125	200,298,935
2017	165,784,448	17,707,867	2,601,318	21,521,186	207,614,859
2018	170,465,838	18,105,300	2,518,953	22,278,770	213,368,861
2019	176,416,351	18,933,735	2,731,219	22,566,645	220,647,950
2020	184,127,074	20,731,314	2,624,828	23,606,936	231,090,152
2021	189,131,945	24,148,206	2,773,048	26,410,938	242,464,137

Source: Office of Budget & Grants, Spotsylvania County.

⁽¹⁾ In 1998, the General Assembly of the Commonwealth enacted legislation that reduced the personal property taxes applicable to the first \$20,000 in assessed value of certain individually owned motor vehicles. Such legislation provided a formula for the Commonwealth generally to reimburse localities, including the County, for up to 100% of the decrease in revenues attributable to such tax; however, the timing and the amount of such reimbursements are subject to annual appropriation and further modification by the General Assembly. Implementation of such reimbursements began with Fiscal Year 1998, with the level of reimbursement reaching 70%. Beginning in 2006, reimbursement by the Commonwealth to all localities was capped at \$950 million. In addition to the property taxes shown here, the County receives \$14,509,422 million each fiscal year in reimbursements from the Commonwealth.

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Assessed Value of All Taxable Property

Last Ten Calendar Years (\$ in thousands)

<u>Calendar Year</u>	<u>Real Property⁽¹⁾</u>	<u>Personal Property⁽²⁾</u>	<u>Machinery and Tools</u>	<u>Mobile Homes</u>	<u>Heavy Construction</u>	<u>Public Service⁽³⁾</u>	<u>Total</u>
2013	\$12,415,275	\$1,570,267	\$21,097	\$12,815	\$11,202	\$300,789	\$14,331,446
2014	12,930,409	1,604,441	28,908	11,730	14,169	309,858	14,899,515
2015	13,095,404	1,628,072	26,695	11,407	13,926	338,190	15,113,694
2016	13,920,390	1,685,432	28,975	11,283	15,116	352,055	16,013,251
2017	14,259,034	1,738,036	25,145	10,633	16,332	390,161	16,439,341
2018	15,358,064	1,737,814	27,943	8,792	17,157	383,376	17,533,146
2019	15,648,765	1,811,151	27,679	9,261	21,409	416,736	17,935,001
2020	17,043,131	1,862,180	28,398	11,232	21,881	413,003	19,379,825
2021	17,389,570	2,000,747	25,205	10,768	21,957	454,444	19,902,691
2022	20,036,651	TBD	TBD	20,386	TBD	TBD	TBD

Source: Commissioner of the Revenue, Spotsylvania County. Annual original property books.

⁽¹⁾ Locally assessed real estate at 100% of estimated fair market value. Amount is net of tax relief and deferred taxes. The calendar year 2022 assessment became effective January 1, 2022.

⁽²⁾ Locally assessed personal property tax is levied on all cars and trucks (100% assessment value shown here; currently taxed at 50% value).

⁽³⁾ Based on valuations as established by State Corporation Commission.

Ten Largest Taxpayers December 31, 2021

<u>Name</u>	<u>Type of Business</u>	<u>Assessed Valuation⁽¹⁾</u> (000s omitted)	<u>Amount of Tax</u>	<u>Percent of Total Tax Billed</u>
Dominion Virginia Power	Public Utility	\$188,954	\$1,529,390	1.03%
Spotsylvania Mall Company	Shopping Mall	179,569	1,465,311	0.97
Lidl US Operations	Grocery Distribution	108,668	1,093,508	0.59
Spotsylvania Regional Medical Center	Hospital	82,646	916,763	0.45
Rappahannock Electric	Public Utility	88,353	761,324	0.48
Columbia Gas of VA	Public Utility	58,562	473,998	0.32
Comcast	Public Utility	9,153	416,469	0.05
Allure 1, LLC	Apartments	48,998	401,027	0.27
Verizon VA	Public Utility	40,490	340,362	0.22
CVS VA Distribution	Distribution	6,923	315,007	0.04

Source: Treasurer, Spotsylvania County.

⁽¹⁾ Includes real and personal property taxes. This schedule is sorted by tax paid. Due to varying rates for real and personal property and public service corporations, assessed values may appear to be out of order.

**General Government Revenues By Source
All Governmental Fund Types**

Last Ten Fiscal Years

<u>Fiscal Year</u>	<u>General Property Taxes</u>	<u>Other Local Taxes</u>	<u>Permits, Privilege Fees and Regulatory Licenses</u>	<u>Fines And Forfeitures</u>	<u>Revenues From Use of Money And Property</u>	<u>Charges For Services</u>	<u>Miscellaneous</u>	<u>Inter- Governmental⁽¹⁾</u>	<u>Total</u>
2012	\$147,205,885	\$40,825,793	\$2,387,611	\$ 834,900	\$1,086,961	\$12,728,380	\$1,465,681	\$163,648,342	\$370,183,553
2013	147,829,247	42,360,777	2,654,404	642,498	743,743	13,618,541	1,606,764	184,382,796	393,838,770
2014	151,945,820	46,939,533	2,685,169	544,449	1,108,352	14,808,265	1,687,726	178,014,581	397,733,895
2015	156,655,140	43,526,116	3,184,983	634,822	1,172,402	15,049,360	1,051,706	184,768,422	406,042,951
2016	161,724,970	43,557,610	4,338,229	516,791	1,957,329	15,016,889	1,693,088	184,319,566	413,124,472
2017	167,521,135	45,574,161	3,781,794	558,004	1,573,898	15,870,501	1,210,728	187,046,968	423,137,189
2018	172,314,525	47,175,486	4,845,487	529,585	2,278,172	16,672,709	2,182,187	197,846,373	443,844,524
2019	178,186,133	49,731,885	5,166,301	549,846	5,259,056	16,245,358	2,494,232	204,969,764	462,602,575
2020	186,098,542	52,570,914	5,545,355	356,918	5,281,748	13,651,154	3,216,692	220,901,621	487,622,944
2021	190,977,802	59,052,597	6,881,956	327,313	1,138,605	8,946,338	1,331,405	257,898,395	526,554,411

Source: Audited Financial Statements 2012 – 2021.

⁽¹⁾ Effective July 1, 2009, all communications sales and use taxes, formerly remitted directly to localities by the provider and defined as local funding, was reclassified as State noncategorical funding and removed from this table. For ease of presentation, any communications sales and use taxes received as local funding prior to July 1, 2009 has also been reclassified to State noncategorical funding and removed from this table.

General Property Tax Rates Per \$100 of Assessed Value

<u>Last Ten Calendar Years</u>					
<u>Calendar Year</u>	<u>Real Estate and Mobile Home</u>	<u>Personal Property⁽¹⁾</u>	<u>Business Furniture and Fixtures</u>	<u>Machinery And Tools</u>	<u>Heavy Construction Equipment</u>
2013	\$ 0.88	\$ 6.37	\$ 5.95	\$ 2.50	\$ 2.00
2014	0.86	6.78	5.95	2.50	2.00
2015	0.86	6.73/6.25	5.95	2.50	2.00
2016	0.85	6.55/6.25	5.95	2.50	2.00
2017	0.85	6.55/6.25	5.95	2.50	2.00
2018	0.8330	6.55/6.25	5.95	2.50	2.00
2019	0.8474	6.55/6.25/1.25	5.95	2.50	2.00
2020	0.8094	6.55/6.25/1.25	5.95	2.50	2.00
2021	0.8094	6.35/6.25/1.25	4.55	1.90	1.55
2022	0.7377	6.35/6.25/1.25/5.42	4.55	1.90	1.55

Source: Office of Budget & Grants, Spotsylvania County.

- (1) For 2013 and 2014, the rate shown includes all personal property types. Beginning in 2015, a separate tax rate was established for boats and boat trailers. Beginning in 2019, a third tax rate was established for data center equipment and peripherals. Then in 2022, in response to significant increases in the book values for used vehicles, a fourth tax rate was established to separate automobiles, certain trucks and other vehicles, motorcycles, mopeds, all-terrain vehicles, campers, and other recreational vehicles.

Property Tax Levies and Collections

Last Ten Fiscal Years (\$ in thousands)

<u>Fiscal Year</u>	<u>Total Tax Levy⁽²⁾</u>	<u>Current Tax Collections⁽²⁾</u>	<u>Percent of Levy Collected⁽³⁾</u>	<u>Collections in Subsequent Years^(1,2)</u>	<u>Total Tax Collections</u>	<u>Total Tax Collection to Tax Levy⁽³⁾</u>
2012	\$141,539	\$132,979	93.95%	\$6,704	\$139,683	98.69%
2013	141,272	134,557	95.25	6,272	140,829	99.69
2014	145,709	137,564	94.41	6,898	144,462	99.14
2015	147,956	141,151	95.40	6,561	147,712	99.84
2016	152,497	145,122	95.16	6,717	151,839	99.57
2017	158,338	151,128	95.45	6,533	157,661	99.57
2018	163,819	155,695	95.04	6,339	162,035	98.91
2019	172,121	161,306	93.72	7,093	168,399	97.84
2020	179,151	167,880	93.71	6,772	174,652	97.49
2021	183,615	172,041	93.70	-	172,041	93.70

Source: Treasurer, Spotsylvania County.

(1) Does not include land redemptions.

(2) Exclusive of penalties and interest.

(3) Percentages are calculated using levy for applicable fiscal year.

PENSION PLAN

All permanent full-time employees of the County and the non-professional employees of the Spotsylvania School Board are automatically enrolled in the Virginia Retirement System (“VRS”), which provides retirement and disability benefits. The VRS maintains separate accounts for each participating locality based on contributions made by the locality and its employees and the benefits being paid to former employees.

The VRS Basic Benefit is a lifetime monthly benefit based on a formula using the member’s average final compensation, a retirement multiplier and total service credit at retirement. For members hired before July 1, 2010, the monthly benefit is based on 1.7% (1.85% for hazardous duty employees) of the member’s 36 consecutive months of highest compensation. For non-hazardous duty members hired or rehired on or after July 1, 2010 and members who were not vested on January 1, 2013, the monthly benefit is based on 1.65% of the member’s 60 consecutive months of highest compensation. Effective January 1, 2014, all new employees without prior VRS service are required to enroll in the VRS Hybrid Plan except for sworn personnel, a combination of defined benefit and defined contribution plans. The Hybrid Plan, introduced to address future affordability, lowered the retirement multiplier to 1.0% and increased the number of months used to calculate the average final compensation.

The plan is funded through annual required contributions, actuarially determined every two years, at rates that provide for both normal and accrued funding liability. Plan members are required by Virginia law to contribute 5.0% of their creditable compensation toward their retirement. The County and schools are required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

As reported in the County’s Annual Comprehensive Financial Report for Fiscal Year 2021, the County and School Board’s net pension liabilities were \$31.5 million and \$228.9 million, respectively. Details on the pension liability for each entity can be found in the County’s Annual Comprehensive Financial Report for Fiscal Year 2021.

POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS

The County and School Board Other Postemployment Benefit Plans are each a single-employer, defined plan, providing health and dental care to retired employees upon meeting certain eligibility requirements. The provisions of each plan may be amended by the Board of each respective entity. In addition, pursuant to Virginia law, the School Board has joined the Virginia Pooled OPEB Trust Fund, an irrevocable trust to receive, invest, and disburse OPEB funds. For additional information on plan descriptions, actuarial methods and assumptions please see Note 12 in the County’s Annual Comprehensive Financial Report for Fiscal Year 2021.

At a minimum both the County and School Board fund retiree health benefits on a pay-as-you-go basis. For Fiscal Year 2021, the County contributed \$1,490,000 or 38% of the County’s annual OPEB expense, and the School Board contributed \$4,481,000 or 27% of the School Board’s annual OPEB expense. Over the past few years, the County developed OPEB reserves through the assignment of \$6,847,000 of the County’s General Fund balance, and \$5,422,222 of the Utilities Funds’ unrestricted net position, totaling \$12,269,222 as of June 30, 2021. The County anticipates increasing its total OPEB reserves to \$17,328,747 across all funds at the close of FY 2022. Additionally, the School Board has \$11,727,000 in assets held in an irrevocable OPEB trust.

Additional information on each plan’s funded status and funding progress can be found in the County’s Annual Comprehensive Financial Report for Fiscal Year 2021.

LABOR RELATIONS

There are presently no strikes or work stoppages by employees of the County, or independent contractors that provide essential government services, either in progress or threatened. Pursuant to the ruling of the Supreme Court of Virginia in *Commonwealth of Virginia v. County Board of Arlington County, et al.*, 217 VA 558, 232 SE 2d 30 (1977), the County is not empowered to recognize a labor organization as the exclusive representative of its public employees and cannot negotiate or enter into binding contracts with any such organization concerning the terms and conditions of employment of its employees. The County has neither negotiated nor bargained with its employees in any manner concerning any aspect of the terms and conditions of the employment of its employees. The County does provide, pursuant to Virginia law, a grievance procedure for the resolution of various personnel complaints.

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

Meeting Date:	June 14, 2022
Title:	Authorizing Letter of Support for the Development of a Lake Anna Special License Plate

Type:	Action
Agenda Title:	Authorizing Letter of Support for the Development of a Lake Anna Special License Plate
Recommendation:	Authorize the County Administrator to sign a letter of support for the development of a special license plate for Lake Anna.
Non-Staff Name and Title of Presenters:	The residents are working with Delegate John McGuire and DMV to develop and authorize a special license plate recognizing Lake Anna. They are seeking letters of support from all three localities that border Lake Anna.
Summary:	A group of Lake Anna residents are working with DMV and area legislators to develop and authorize a special license plate recognizing the Lake Anna area. In order to promote community pride and awareness of the Lake Anna region, as sponsored through the Lake Anna Business Partnership and as legislatively sponsored by Delegate John McGuire, Spotsylvania County agrees to have the county names of Louisa, Orange and Spotsylvania displayed as part of the overall design of the Lake Anna Special License Plate, as approved by the Virginia Department of Motor Vehicles Commissioner. We understand that the issuance fee will be the standard \$10.00 per license plate and it will be nonrevenue sharing.
Financial Impact:	None
Staff Contacts:	Mark Cole, Deputy County Administrator
Additional Background/Other Considerations:	The letter of support is attached.
Consequence of Denial/Inaction:	A license plate may be developed without Spotsylvania County's involvement

Talking Points:

The residents are working with Delegate John McGuire and DMV to develop and authorize a special license plate recognizing Lake Anna. They are seeking letters of support from all three localities that border Lake Anna.

ATTACHMENTS:

File Name	Description	Type
LakeAnna_DMV_Letter_of_Support_06.14.22.doc	Letter of Support	Backup Material

June 14, 2022

Ms. Carolyn Wade-Easley
Virginia Department of Motor Vehicles
Special License Plate Development - Room 322
P.O. Box 26668
Richmond, VA 23261-6668

Dear Ms. Wade-Easley:

In order to promote community pride and awareness of the Lake Anna region, as sponsored through the Lake Anna Business Partnership and as legislatively sponsored by Delegate John McGuire, Spotsylvania County agrees to have the county names of Louisa, Orange and Spotsylvania displayed as part of the overall design of the Lake Anna Special License Plate, as approved by the Virginia Department of Motor Vehicles Commissioner. We understand that the issuance fee will be the standard \$10.00 per license plate and it will be nonrevenue sharing.

If you have any questions or concerns regarding this matter, please feel free to contact me.

Sincerely,

Ed Petrovitch
Spotsylvania County Administrator

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

Meeting Date: June 14, 2022

Title: Support to Spotsy Dog Park, Inc. for Water Connection Costs

Type: Action

Agenda Title: Support to Spotsy Dog Park, Inc. for Water Connection Costs

Recommendation: Staff recommends that the Board consider approval of the attached budget amendment and appropriation.

Several Board members have requested that the Board consider financial support to Spotsy Dog Park, Inc. in an amount equal to the water connection costs. Such cost through the end of June 2022 is \$6,540. Consistent with the updated Utilities fees approved by the Board for FY 2023, if Spotsy Dog Park, Inc. delays until July 2022 or later in FY 2023 to obtain its 5/8" meter, the connection costs will increase to \$7,410.

Water Connection Costs	Through June 30, 2022	Effective July 1, 2022
Availability Fee	\$4,920	\$5,290
Connection Fee	\$1,290	\$1,790
Meter Fee	\$330	\$330
Total Connection Costs	\$6,540	\$7,410

Summary:

The long-standing covenants legally binding the bonds issued for water and sewer infrastructure prohibit the County from waiving fees for connection to or use of the water and sewer system.

The attached FY 2022 budget adjustment allocates the \$404 that has been accumulated

over the years in donations for the dog park, and \$6,136 from the budgeted General Fund contingency for purposes of this payment to Spotsy Dog Park, Inc. The attached appropriation includes only the \$404 in donations not previously budgeted. There is no need to appropriate the funding being shifted from the contingency as the contingency was appropriated when the original FY 2022 budget was appropriated.

If the budget adjustment and appropriation are approved by the Board, staff will obtain the appropriate tax documentation from Spotsy Dog Park, Inc. to make this payment to the organization immediately.

Financial Impact:

Please see the attached budget adjustment and appropriation.

Staff Contacts:

Bonnie Jewell, Assistant County Administrator/Chief Financial Officer

Consequence of Denial/Inaction:

If denied, there will be no payment from the County's General Fund to Spotsy Dog Park, Inc. in support of water connection costs. The organization will, instead, make such payment for water connection costs from funds raised/to be raised through its fundraising activities.

ATTACHMENTS:

File Name	Description	Type
Dog_Park_Water_Sewer_Connection_Fees_-_Budget_Adjustment.docx	Budget Adjustment	Budget Amendment
Dog_Park_Water_Sewer_Connection_Fees_-_Appropriation.docx	Appropriation	Appropriation

FY 2022 Budget Amendment Request Form

Date: June 14, 2022

Department: Office of Budget & Grants

Contact person: Bonnie Jewell **Phone #:** 540-507-7583

Explanation of need for budget amendment: Several Board members have requested that the Board consider financial support to Spotsy Dog Park, Inc. in an amount equal to the water connection costs. Such cost through the end of June 2022 is \$6,540. Consistent with the updated Utilities fees approved by the Board for FY 2023, if Spotsy Dog Park, Inc. delays until July 2022 or later in FY 2023 to obtain its 5/8" meter, the connection costs will increase to \$7,410.

Water Connection Costs	Through June 30, 2022	Effective July 1, 2022
Availability Fee	\$4,920	\$5,290
Connection Fee	\$1,290	\$1,790
Meter Fee	\$330	\$330
Total Connection Costs	\$6,540	\$7,410

The long-standing covenants legally binding the bonds issued for water and sewer infrastructure prohibit the County from waiving fees for connection to or use of the water and sewer system.

This FY 2022 budget adjustment allocates the \$404 that has been accumulated over the years in donations for the dog park, and \$6,136 from the budgeted General Fund contingency for purposes of this payment to Spotsy Dog Park, Inc. The attached appropriation includes only the \$404 in donations not previously budgeted. There is no need to appropriate the funding being shifted from the contingency as the contingency was appropriated when the original FY 2022 budget was appropriated.

If the budget adjustment and appropriation are approved by the Board, staff will obtain the appropriate tax documentation from Spotsy Dog Park, Inc. (a 501(c)3) to make this payment to the organization immediately.

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

Revenue Accounts Adjusted		Amount	
Acct #	110-0000-318.99-23 – Donations	\$	404
	Total Revenue Adjustment	\$	404

Expenditure Accounts Adjusted		Amount	
Acct #	110-9110-491.59-01 – Contingency	\$	(6,136)
Acct #	110-5390-444.56-01 – Contribution to Other Entity	\$	6,540
	Total Expenditure Adjustment	\$	404

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.

Bonnie Jewell, Assistant County Administrator/CFO

Name, Department

Name, Department

Recommendations

Budget: ____ recommended ____ not-recommended

Explanation if not recommended:

County Admin: ____ recommended ____ not-recommended

Explanation if not recommended:

Finance Committee: ____ recommended ____ not-recommended

Explanation if not recommended:

SPOTSYLVANIA COUNTY
Board of Supervisors

FISCAL YEAR 2022 APPROPRIATION

Board of Supervisors

June 14, 2022

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 support to Spotsy Dog Park, Inc. for payment of water connection costs, to be expended only by order of the Board of Supervisors as follows:

GENERAL FUND: \$404

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

Meeting Date: June 14, 2022

Title: Technical Adjustment to County's Budget for
Additional Federal Grant Funds to Schools in FY
2023

Type: Action, Appropriation

Agenda Title: Technical Adjustment to County's Budget for
Additional Federal Grant Funds to Schools in FY
2023

Recommendation: Staff recommends approval of the attached budget
amendment and appropriation.

Summary: The County Administrator's Recommended Budget for FY 2023 assumed federal and State revenue for Schools based on the Superintendent's Proposed Budget from January 2022. Subsequently, in February 2022, the School Board presented its budget to the Board of Supervisors, and that budget, as presented, included an additional \$1.8 million in federal grant revenue to fund 45 paraeducators to address unfinished learning needs in the areas of reading, math, Specially Designed Instruction (SDI), English Language Learners (ELL), and Social and Emotional Learning (SEL). These positions will assist teachers by providing intentional, high-dose tutoring to struggling students in an attempt to close learning gaps.

County staff missed including this \$1.8 million in added grant revenue and associated expenditures in the final FY 2023 Budget adopted by the Board of Supervisors on April 12. This technical error did not in any way change the local funding that was being discussed and which the Board of Supervisors ultimately approved to support the School Board's teacher scale modernization initiative. The attached budget adjustment corrects County staff's oversight and aligns the County's and Schools' budgets for the start of FY 2023. The \$1.8 million in federal grant

revenue fully supports the \$1.8 million cost of the 45 paraeducators specifically approved by the Virginia Department of Education for this purpose.

Financial Impact:

Please see the attached budget adjustment.

Staff Contacts:

Bonnie Jewell, Assistant County Administrator/Chief Financial Officer

Additional Background/Other Considerations:

This item was scheduled for review by the Finance Committee on May 19, 2022. However, because a quorum of the Committee membership was not physically present, no formal action/recommendation could be taken/made.

Consequence of Denial/Inaction:

The School Operating Fund budget will be out of line with anticipated grant receipts/expenditures for FY 2023, and appropriations will not be in place to support such expenditures.

ATTACHMENTS:

File Name	Description	Type
Schools__FY_2023_Grant_Funds_-_Budget_Adjustment.docx	Budget Adjustment	Budget Amendment
Schools__FY_2023_Grant_Funds_-_Appropriation.docx	Appropriation	Appropriation

FY 2023 Budget Amendment Request Form

Date: June 14, 2022

Department: Office of Budget & Grants

Contact person: Bonnie Jewell **Phone #:** 540-507-7583

Explanation of need for budget amendment: The County Administrator's Recommended Budget for FY 2023 assumed federal and State revenue for Schools based on the Superintendent's Proposed Budget from January 2022. Subsequently, in February 2022, the School Board presented its budget to the Board of Supervisors, and that budget, as presented, included an additional \$1.8 million in federal grant revenue to fund 45 paraeducators to address unfinished learning needs in the areas of reading, math, Specially Designed Instruction (SDI), English Language Learners (ELL), and Social and Emotional Learning (SEL). These positions will assist teachers by providing intentional, high-dose tutoring to struggling students in an attempt to close learning gaps.

County staff missed including this \$1.8 million in added grant revenue and associated expenditures in the final FY 2023 Budget adopted by the Board of Supervisors on April 12. This technical error did not in any way change the local funding that was being discussed and which the Board of Supervisors ultimately approved to support the School Board's teacher scale modernization initiative. This budget adjustment corrects County staff's oversight and aligns the County's and Schools' budgets for the start of FY 2023. The \$1.8 million in federal grant revenue fully supports the \$1.8 million cost of the 45 paraeducators specifically approved by the Virginia Department of Education for this purpose.

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

Revenue Accounts Adjusted		Amount	
Acct #	210-0000-333.02-10 – Federal Funds	\$	1,793,975
	Total Revenue Adjustment	\$	1,793,975

Expenditure Accounts Adjusted		Amount	
Acct #	210-6100-452.61-01 - Instruction	\$	1,793,975
	Total Expenditure Adjustment	\$	1,793,975

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.

Bonnie Jewell, Assistant County Administrator/CFO

Name, Department

Name, Department

Recommendations

Budget: ☒ recommended ☐ not-recommended

Explanation if not recommended:

County Admin: ☒ recommended ☐ not-recommended

Explanation if not recommended:

Finance Committee: ☐ recommended ☐ not-recommended

Explanation if not recommended: ☐ There was not a quorum of the membership physically present for the May 19, 2022 Finance Committee meeting. As such, no recommendation was acted upon.

**SPOTSYLVANIA COUNTY
Board of Supervisors**

FISCAL YEAR 2023 APPROPRIATION

Board of Supervisors

June 14, 2022

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, 2022, from the funds and for the functions or purposes indicated.

For expenditures associated with additional federal grant funding for instructional purposes, to be expended only by order of the Board of Supervisors as follows:

SCHOOL OPERATING FUND: \$1,793,975

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

Meeting Date: June 14, 2022

Title: Informational Matters

Agenda Title: Informational Matters

Recommendation: n/a

Summary: Information only.

Financial Impact: n/a

Staff Contacts: Ed Petrovitch, County Administrator

Additional Background/Other Considerations: Information is attached.

Consequence of Denial/Inaction: n/a

ATTACHMENTS:

File Name	Description	Type
Vacancy_List.docx	Vacancy List	Backup Material
Contingency_2022.pdf	Contingency Fund	Backup Material

**COUNTY BOARDS AND COMMISSIONS
CURRENT OR UPCOMING VACANCIES
Through July 2022**

Appointments by Voting District:

Battlefield

- Board of Building Code Appeals
- Historic Preservation Commission
- Transportation Committee
- Broadband, Telecommunications and Cable Commission
- CBRC- Alternate
- Minority Affairs Committee

Berkeley

- CBRC
- CBRC-Alternate
- Board of Building Code Appeals
- CBRC
- Minority Affairs Committee
- Board of Zoning Appeals- Expires July 12, 2022

Chancellor

No vacancies at this time

Courtland

- Minority Affairs Committee
- Citizens Transportation Advisory Committee (CTAC)
- Parks and Recreation Commission

Lee Hill

- CBRC
- CBRC- Alternate
- Citizens Transportation Advisory Committee (CTAC)
- Board of Building Code Appeals

Livingston

- Citizens Transportation Advisory Committee (CTAC)
- CBRC-Alternate

Salem

- Board of Building Code Appeals
- CBRC
- CBRC-Alternate
- Citizens Transportation Advisory Committee (CTAC)
- Transportation Committee

Non-District Appointments:

- Agricultural/ Forestal District Review Committee- 4 Farmer or Forester and 3 Landowner Appointments
- Fort A.P. Hill Joint Land Use Study- 1 Vacancy (appointment for phase 2-recommendations)
- Minority Affairs Committee-NAACP affiliated member
- CPMT- Parent Rep- 1 Vacancy
- Rappahannock Area Youth Services & Group Home Commission- 1 Vacancy- Spotsylvania Representative (the next representative will be from Stafford-we will be contacted regarding recommendation)
- Rappahannock Area Alcohol Safety Action Program Policy Board- 1 Vacancy
- Rappahannock EMS Council- 1 Vacancy- Expires June 30, 2022

Board Member Appointments:

- **Deborah Frazier**- FAMPO (alternate), PRTC (primary), Rappahannock Area Youth Services & Group Home Commission (primary), VRE Operations Board (alternate), Capital Construction Committee (primary), Minority Affairs Committee, Public Safety Committee, Transportation Committee (primary)
- **Lori Hayes**- CPMT, GWRC (alternate), FAMPO (alternate), Healthy Generations Area Agency on Aging, PRTC (primary), Rappahannock Area Youth Services & Group Home Commission (alternate), VRE Operations Board (primary), Capital Construction Committee (alternate), Finance Committee (primary), Transportation Committee (primary)
- **Jacob Lane**- Ag/Forestal Committee, Rappahannock River Basin Commission (alternate), Lake Anna Advisory Committee (alternate), Transportation Committee (primary), Extension Leadership Council (alternate)
- **Kevin Marshall**- Rappahannock River Basin Commission (primary), FAMPO (alternate), Lake Anna Advisory Committee (primary), Finance Committee (primary), Minority Affairs Committee, Public Safety Committee, Extension Leadership Council (primary)
- **Timothy McLaughlin**- GWRC (primary), FAMPO (primary), Fredericksburg Regional Alliance (primary), PRTC (alternate)
- **David Ross**- GWRC (alternate), FAMPO (primary), PRTC (alternate)
- **Chris Yakabowski**- GWRC (primary), FAMPO (primary), Fredericksburg Regional Alliance (alternate), Capital Construction Committee (primary), Finance Committee (alternate), Fleet Services Steering Committee, YMCA Board of Directors

**Please note, as a reminder, the Board has not decided whether or not they want participate in the Government & Military Affairs Council

**FY 2022 BUDGETED CONTINGENCY ACCOUNT
STATUS REPORT**

TOTAL BUDGETED CONTINGENCY

\$393,750

CONTINGENCY USES

DATE	PURPOSE	AMOUNT
7/1/2021	Local cost for an additional Assistant Commonwealth's Attorney position.	45,178
9/29/2021	Local operating costs for physicals related to approval of SAFER grant.	24,696

TOTAL USED

\$69,874.00

UNRESTRICTED CONTINGENCY REMAINING

\$323,876

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

Meeting Date: June 14, 2022

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) (8)_6.14.2022.pdf	Closed Meeting Resolution	Resolution
Return_to_Open_Meeting_Resolution_6.14.2022.pdf	Return to Open Meeting Resolution	Resolution

DRAFT

At a meeting of the Spotsylvania County Board of Supervisors held on June 14, 2022, on a motion by _____, seconded by _____, and passed _____, the Board adopted the following resolution:

RESOLUTION NO. 2022 –

To Adjourn into a Closed Meeting

WHEREAS, the Spotsylvania County Board of Supervisors desires to adjourn into Closed Meeting for discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body; specifically, discussion of real property in the Berkeley voting district; and

WHEREAS, the Spotsylvania County Board of Supervisors desires to adjourn into a Closed Meeting for consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body, specifically a utility matter; and

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

WHEREAS, pursuant to Va. Code Ann. § 2.2-3711(A)(3)(7) 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 June 14, 2022, on a motion by _____, seconded by _____, and passed _____, the Board adopted the following resolution:

RESOLUTION NO. 2022 -

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

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

Meeting Date:	June 14, 2022
Title:	R21-0009 (RO21-0009): All American Mobility (Courtland District)

Type:	Action, Resolution, Public Hearing, Ordinance, Power Point Presentation
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Agenda Title:	R21-0009 (RO21-0009): All American Mobility
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Recommendation:	The Planning Commission recommended approval with the proffers dated October 14, 2021 be amended prior to the Board of Supervisors meeting. The applicant in accordance with the recommendation of the Planning Commission's amend the proffer document to correct a Scribner's error.
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Non-Staff Name and Title of Presenters:	N/A
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Summary:	The applicant requests the rezoning of approximately 2.36 acres from Residential 1 (R-1) to Commercial 2 (C-2) with proffers to allow for the development of a retail, office or other commercial use. The applicant is proposing to develop a 10,000 square foot retail and warehouse building for the sale of specialty medical products and services. The front 4,558 square feet of the building will accommodate the retail area and the rear 5,473 square feet will serve as the warehouse area. Tax Parcel 35-A-119 in the Courtland Voting District.
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Committee/Commission Summary:	Planning Commission
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Review Date:	May 4, 2022
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Status:	Approved
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Financial Impact:	If approved the project will have a positive fiscal impact.
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Staff Contacts:	B. Leon Hughes, AICP, Director of Planning and Zoning
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Legal Counsel:	Alexandra Spaulding, Senior Assistant County
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Attorney

Additional Background/Other Considerations: N/A

Consequence of Denial/Inaction: The residential use of the property will continue in accordance with the requirements of the Residential 1 (R-1) District.

Talking Points: N/A

ATTACHMENTS:

File Name	Description	Type
BOS_Staff_Report_CMB.pdf	Staff Report	Staff Report
Applicant_s_Proffer_Statment.pdf	Applicant's Proffer Statement	Agreement
All_American_Mobility_GDP_May_4.pdf	Applicant's GDP	GDP
Narrative_-_5.10.2021.pdf	Applicant's GDP Narrative	Backup Material
AllAmericanMobility-MATERIALS-REV-16FEB2022_(1).pdf	Applicant's Building Elevation	Backup Material
Draft_Approval_Ordinance_R21-0009.docx	Approval Ordinance	Ordinance
Denial_Resolution_R21-0009.doc	Resolution of Denial	Resolution
pcmin22_0504.pdf	PC Minutes	Minutes
All_Americant_Mobility_PP_BOS.pdf	Presentation	Presentation
Ad_All_American_Mobility.pdf	Advertisement	Backup Material



County of Spotsylvania

Department of Planning

Staff Report

Rezoning # RO21-0009
(Courtland Voting District)

Board of Supervisors

June 14, 2022

Recommendation:

Planning Commission:	Recommends Approval
Staff:	Recommends Approval
Project:	R21-0009 “All American Mobility”
Owner/Applicant:	All American Mobility, LLC
Request:	The rezoning of approximately 2.36 acres from Residential 1 (R-1) to Commercial 2 (C-2) with proffers to allow for the development of a retail, office or other commercial use.
Tax Map Parcel(s):	35-A-119
Location:	The property is located at 10726 Courthouse Road on the north side of Courthouse Road (Route 208) approximately 321 feet east of the intersection Courthouse Road (Route 208) and Rollingwood Drive (Route 711). The property is located within the Primary Development Boundary.
Zoning Overlay:	The parcel is in the Highway Corridor Overlay and Airport Overlay Districts
Future Land Use Designation:	Commercial
Historic Resources:	None
Date Application Deemed Complete:	June 29, 2021
Community Meeting:	Due to the pandemic, the applicant did a mailing that included a link to a video description of the project in April of 2021.

Figure 1: Zoning Map

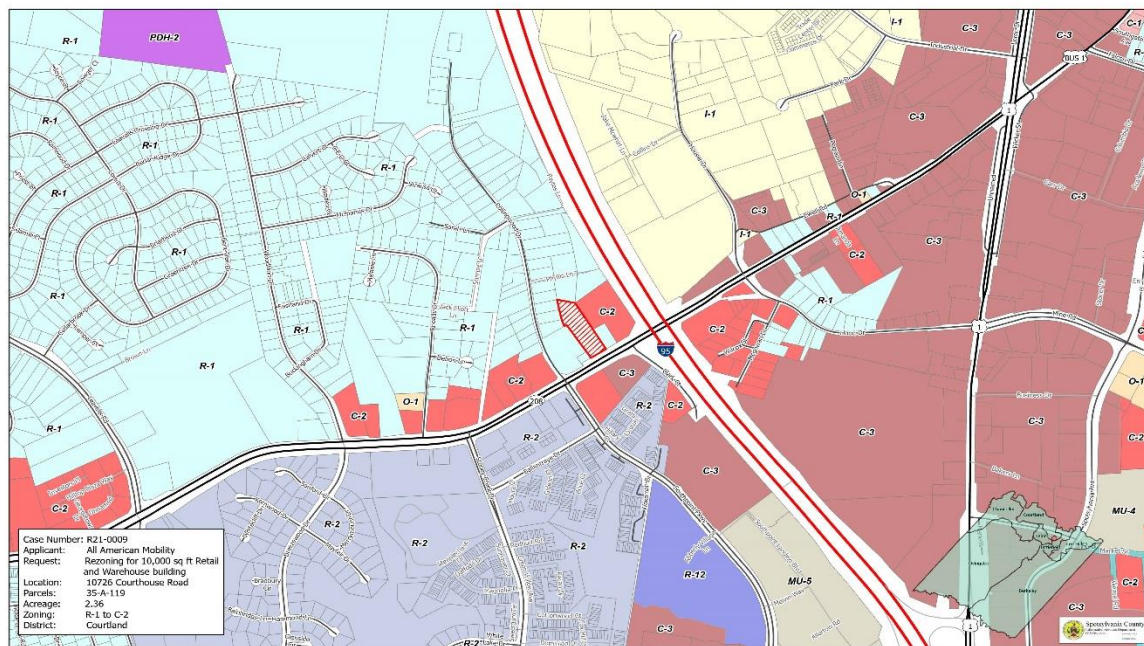
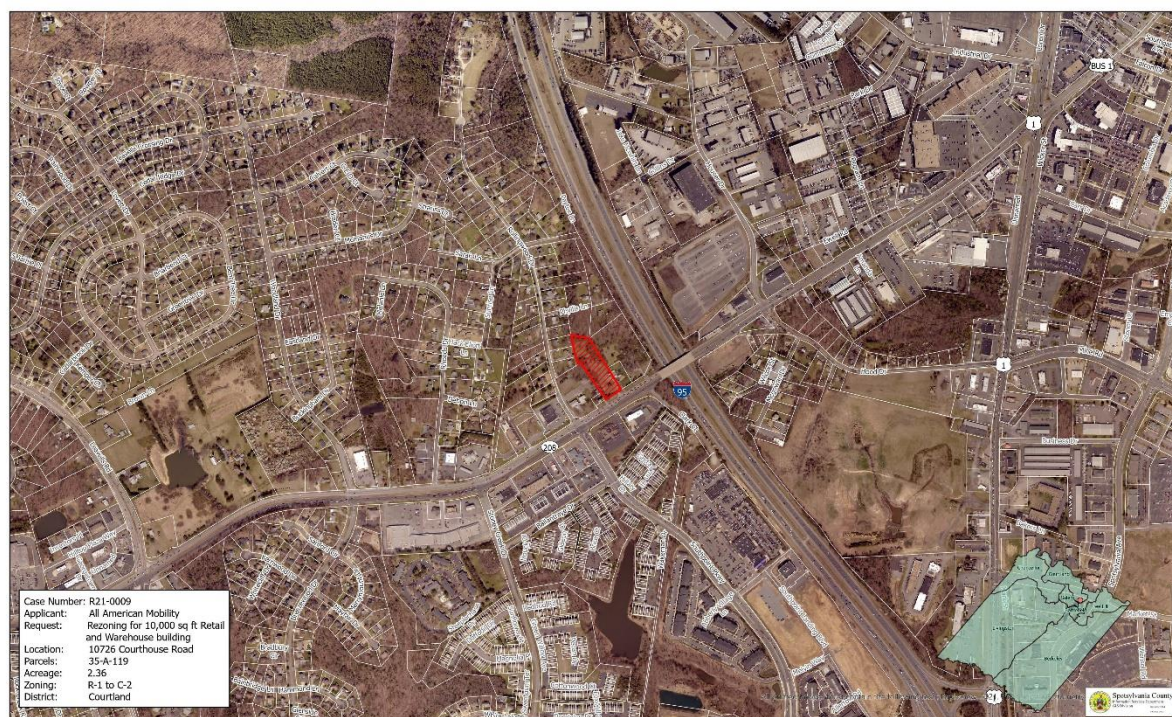


Figure 2: Zoning/Aerial Map



I. The Site

The project site is located on the north side of Courthouse Road (Route 208) approximately 321 feet east of the intersection of Courthouse Road (Route 208) and Rollingwood Drive (Route 711). The adjacent properties immediately to the east are zoned Residential 1(R-1) and Commercial 2(C-2) with Interstate I-95 forming the boundary of the adjacent C-2 zoned parcel. Both parcels currently have occupied single family detached dwellings with several out buildings on the parcels. The adjacent parcel zoned R-1 is approximately .6 acres and the adjacent C-2 parcel is approximately 3.83 acres. The Eastland Methodist Church is immediately adjacent to the west on an approximately 2.7 acre parcel that is zoned R-1. The subject parcel is a linear shape approximately 2.36 acres extending north. There are residential uses that range from .5 to 1 acre in size zoned Residential 1, R-1 adjacent on the north and west and sides of the subject parcel. There are mature trees and vegetation on the subject parcel that provide screening to the adjacent residential uses to the north and west. The adjacent residential parcels are accessed via Rollingwood Drive and Phyllis Lane. The parcels with the residential uses are designated on the Future Land Use Map as Low Density Residential while the area fronting along Courthouse Road is designated as Commercial. There was a rezoning application filed on the subject parcel for a car sales use that was denied in May of 2017. Commercial land uses are the dominant development pattern along this segment of Courthouse Road and the Comprehensive Plan anticipates the north side of the corridor will transition to commercial uses.

II. Project Proposal

The applicant requests the rezoning of approximately 2.36 acres from Residential 1 (R-1) to Commercial 2 (C-2) with proffers to allow for the development of a retail, office or other commercial use. The applicant is proposing to develop a 10,000 square foot retail and warehouse building for the sale of specialty medical products and services. The front 4,558 square feet of the building will accommodate the retail area and the rear 5,473 square feet will serve as the warehouse area.

Generalized Development Plan (GDP) - The GDP identifies an approximately 10,000 square foot building setback approximately 200 feet from Courthouse Road with parking in the front and on the east side of the building. The rear of the building includes a loading ramp, dumpster enclosure and an area large enough to accommodate safe turning movements on the site for large delivery vehicles. The GDP also includes the depiction of an area that is 30x40 (1,200 square feet) for future expansion on the rear of the building. The building will be setback approximately 340 feet from the rear property boundary. The GDP also depicts the proposed stormwater management facility and open space between the paved delivery area and the northern parcel boundary. The GDP shows a proposed 35 foot transitional screening buffer along the north boundary and adjacent to the residential uses to the west. Adjacent to the Eastland Methodist Church the GDP depicts a Transitional Screening 1 comprised of existing mature trees and vegetation that the applicant will ask to be reduced from the required width of 25' to 12.5 feet. Transitional Screening will be provided on the on the east boundary Transitional Screening Buffer 2 of thirty-five feet (35) in width a row of hedge shrubs from the frontage of the parcel for a distance of approximately 111 feet north and then transition to trees for a distance of approximately 114 feet to provide screening the right of way. A vegetated Street Buffer B will be installed along the frontage. The GDP also shows the installation of sidewalk along the

frontage of the parcel. The GDP shows the installation of a 100 foot right turn taper on Courthouse Road to accommodate west bound traffic on Courthouse Road that will enter the site. There is a median on Courthouse Road that prevents any left turn movements into the site from Courthouse Road.

Fiscal Impact Analysis –The proposed project will increase the County’s commercial tax base.

Proffer Statement Summary – The applicant has provided a proffer statement dated October 14, 2021 for the Planning Commission and Board of Supervisors’ consideration

Below is an itemized list of the submitted proffers including a summary and staff analysis in italics.

- 1. General Development-** The applicant commits to develop the subject property in conformance with the Generalized Development Plan (GDP), as last revised on April 1, 2022. Minor modifications may be made in order to fulfill Federal, State, and local requirements.

Staff is supportive as the GDP complies with all county requirements of the Commercial 2, C-2 District.

- 2. Use-** The property will be developed for retail, office, or other commercial uses permitted under the C-2 zoning district and shall collectively not exceed more than 10,031 square feet as shown on the GDP and will prohibit the thirty-nine (39) uses identified in the proffer document

Staff supports this proffer as it limits the size of the building that may be constructed on the property and prohibits uses that may not be compatible with the neighborhood. Staff does note the applicant amended the proffer document in accordance with the Planning Commission’s recommendation to correct a Scribner’s error in the proffer document related to the size of the building that may be constructed. The original proffers note a building/uses collectively shall not be more than 10,031 square feet. However, the GDP notes an area for possible expansion on the rear of the building of possibly an additional 2,000 square feet which totals 12,031 square feet of building area that may be constructed.

- 3. Transportation** – The applicant has committed to the installation of a 100 foot west bound right turn taper.

Staff is supportive of this proffer, because it is above what is required, and will improve ingress and egress onto the site for the westbound traffic.

- 4. Additional Proffers** – The Applicant will allow access to Property for construction of interparcel connection and vehicular access to Tax Map 35-A-117 at such time said adjoining parcel develops or redevelops.

Staff is supportive of this proffer as it provides for future development and will assist with maintaining capacity along Courthouse Road when development of the adjacent parcel occurs.

- 5. Architectural** – Architectural renderings submitted shall apply only to the initial construction and shall not run with the land in perpetuity.

Staff is supportive of this proffer as it commits to the construction type and architecture of the All American Mobility building. Further the proffer does not limit or constrain future development or architecture of future buildings on the parcel.

III. Staff Analysis

- A. Transportation Analysis** – Transportation Analysis – This stretch of Rt. 208 is classified as a minor arterial and has a 40 mph speed limit and had a 2019 VDOT Traffic Count of 41,000 vehicles per day. This stretch of Rt. 208 is also a high accident area and has an unusually high number of fatal and injured crashes in the vicinity of the Rt. 208/Southpoint Pkwy/Rollingwood intersection. There is a funded Smart Scale project to make this intersection safer which is scheduled for completion by 2026. The applicant's Turn Lane warrant analysis indicated the project's traffic volume requires a right turn taper and is on the cusp of requiring a full right turn lane with a taper. The applicant's TIS indicates that the site will produce 90 vehicles per day and that the highest percentage of traffic will be in the PM Peak traffic hour with 38 vehicles entering and exiting the site. The AM Peak traffic hour will have 23 vehicles entering and exiting the site. Rt. 208 Westbound operates at Level of Service (LOS) E for 2021 based on a recent VDOT study conducted for the Smart Scale project. When the Smart Scale project is completed, LOS for Westbound Rt. 208 is projected to improve from E to D. The amount of traffic from the site is not significant enough to change the LOS for Rt. 208 since the 2019 VDOT traffic count estimate is 2,003 for WB Rt. 208 and the site would only increase this by about 1.9% to 2,041 during the PM peak hour. As a result, WB Rt. 208 would continue to operate at LOS E when the site opens in 2023 and would improve to LOS D when the Smart Scale project is completed in 2026.
- B. Comprehensive Plan** – Please find below a summary of the All American Mobility project's conformance with each component of the Comprehensive Plan. A complete Comprehensive Plan Analysis can be found in Appendix A.
- 1. Land Use** – On balance the proposal is consistent with nearby surrounding development patterns that meet the intent of the Commercial 2, C-2 land use pattern as established in the land use map. This project is consistent with the intent of the Primary Development Boundary and the commercial land use designation.
 - 2. Transportation** – The project will enhance sidewalk infrastructure along the Rt. 208 corridor. Frontage sidewalks will develop as depicted in the proffered generalized development plan consistent with Design Standards Manual requirements. The amount of traffic from the site is not significant enough to change the LOS for Rt. 208 since the 2019 VDOT traffic count estimate is 2,003 for WB Rt. 208 and the site would only increase this by about 1.9% to 2,041 during the PM peak hour.
 - 3. Public Facilities-** As a commercial project there are no level of service impacts upon County schools or parks associated with this proposal. The Comprehensive

Plan Thoroughfare Plan identifies this stretch of Courthouse Rd as a 6-lane divided section. Right-of-way in place will accommodate the ultimate capacity build-out. Frontage sidewalks will develop as depicted in the proffered generalized development plan consistent with Design Standards Manual requirements. Physical improvements include a proffered west-bound right-turn taper. An interparcel connector is also proffered consistent with transportation goals.

4. Water and Sewer Facilities – The development is located within the Primary Development Boundary and will be served by public water and sewer.

5. Historic Resources – There are no expected negative impacts to significant natural, historic, or cultural resources in this location. Staff notes an architectural survey of existing structures onsite has been documented in the Virginia Department of Historic Resources Cultural Resources Information System (V-CRIS). Architectural surveys of the project location as well as adjacent properties had been conducted as part of I-95 HOT Lanes exploration. The study found nothing of historical or cultural significance.

6. Natural Resources – This rezoning request is not expected to negatively impact any sensitive environmental resources. Project development will be subject to regulatory protections concerning environmental quality. Open space provided exceeds the Commercial-2 minimum open space requirement (15%) by providing over 45% open space with abundant peripheral and frontage plantings. Where reduced transitional screening has been proposed, it applies to properties within the Commercial land use designation. Spotsylvania County Design Standards Manual Article 6 allows for transitional screening modifications in instances where adjacent parcels fall under a common Comprehensive Plan land use designation, in this case commercial (DSM 6-7.4.E).

IV. Findings

In Favor:

- A. The proposed project is appropriately located in the Primary Development Boundary of the County, is consistent with the existing development pattern of the corridor and is consistent with the Future Land Use goals identified in the Comprehensive Plan.
- B. The applicant has proffered installation of a right turn taper along Courthouse Road.
- C. The additional traffic will have minimal impact on the transportation network.
- D. The project will increase the commercial tax base of the County.

Against:

- A. The TIS submitted by the applicant indicates the majority of the vehicle trips will be during the PM peak traffic hours.
- B. The project will increase vehicle trips into the Rollingwood/Southpoint Parkway intersection.

V. Conclusions & Recommendations

The proposal is consistent with the existing commercial development patterns in the area and adds to the commercial tax base of the County. The proposal is consistent with County's Land Use and Comprehensive Plan goals and policies. The applicant's proffers do prohibit thirty-nine Commercial 2, C-2 uses that may not be compatible with the neighborhood and the adjacent residential uses. The applicant's GDP commits to vegetative screening adjacent to the residential uses and considers future development with a commitment to an interparcel connection to the adjacent C-2 zoned parcel to the east. Based on the findings in favor staff recommends approval of RO21-0009 with the proffers dated May 5, 2022.

Planning Commission Update:

The Planning Commission held a public hearing on May 4, 2022, one (1) citizen appeared and expressed concern about potential water run off after the project is constructed. The Commission concluded the public hearing and voted 6-1 to recommend approval with the applicant amending the proffers prior to the Board of Supervisors meeting. The applicant did amend to the proffer document to reflect the potential expansion of the building.

Spotsylvania County Government

Appendix A

Comprehensive Plan Analysis

The Spotsylvania County Comprehensive Plan presents a long range land use vision for the County. The Comprehensive Plan sets forth principles, goals, policies, and implementation techniques that will guide the development activity within the County and promote, preserve, and protect the health, safety, and general welfare of its citizens. Specifically, the Plan provides data and analysis on land use, transportation, housing, natural and historic resources, and public facilities and utilities. The purpose of this document is not to regulate, but rather guide land use, transportation, and infrastructure decisions. This guidance seeks to ensure continued economic and community vitality while ensuring necessary policies and infrastructure are in place to provide for the continuation of quality services to Spotsylvania's residents and businesses.

The applicant, All American Mobility, LLC proposes to rezone the property at 10726 Courthouse Rd (Tax Map 35-A-119) from Residential 1 (R-1) to Commercial 2 (C-2) zoning in order to establish a showroom with warehouse and receiving space. The project would expand the footprint of an existing business within the region consistent with Comprehensive Plan job creation, fiscal sustainability, and business attraction and expansion guiding principles and policies (Comprehensive Plan Introduction and Vision Guiding Principles and Policies A & B, Commercial Land Use Policy 6)

The proposal is located within the Primary Development Boundary. The Primary Development Boundary defines the area within which public water and sewer utilities will be provided. The Primary Development Boundary (PDB) is shown on the Primary Development Boundary Map and the Future Land Use Map. Land within the boundary is intended to develop with higher residential densities and more intensive non-residential uses than outside of the boundary. By maintaining a PDB, the County encourages the most efficient use of the land while preserving the rural character and agricultural and forestal viability of those portions of the County outside the boundary. The All American Mobility proposal is consistent with the intent of the Primary Development Boundary.

The proposed All American Mobility site is located within a commercial land use designation per the Future Land Use Map. The commercial land use designation is consistent with development use and character along the Courthouse Road corridor in proximity to Interstate 95, Southpoint Pkwy, the Four Mile Fork areas. The proposal is a typical land use that appears along road corridors with high visibility and traffic volumes to support operations. Staff notes the proposed use is in close proximity to the VA Hospital now in development. As per the Comprehensive Plan Land Use Element, the commercial land use designation *consists of a variety of retail and office uses, examples of which include, but are not limited to: medical facilities, shopping centers, restaurants, hotels, automobile service and sales facilities, personal service establishments, office parks, entertainment facilities, and similar uses.* On balance the proposal is consistent with the commercial land use designation envisioned for the area. Staff notes a low density residential land use designation appears to the north of the subject parcel, reflective of existing residential development adjacent to the rear of the site. This is not an atypical condition along the Courthouse Rd corridor with commercial oriented along the corridor with residential development set behind. Land use transitions are addressed via County Design Standards Manual based transitional screening buffering. Staff finds no land use conflict with the proposal.

The project also falls within the Rt 208 scenic road designation. Per Comprehensive Plan Land Use Policies Applicable to All Land Uses #15, *Protect viewsheds and the natural, historic, and scenic integrity of the County's scenic byways, scenic roads, and Civil War Trails*. As a commercial use and development, the County's existing Highway Corridor Overlay District site design and architectural design standards apply along this corridor and complement the intent of the scenic road designation. Architectural renderings have been provided in support of the initial development of the site subject to this approval. The project favorably considers the scenic road designation along a segment of road characterizes and identified for commercial development.

After conducting an analysis of applicable Comprehensive Plan Goals, staff has identified application strengths, deficiencies, and policy concerns worthy of consideration as outlined in the Comprehensive Plan policy analysis below:

Introduction and Vision:

Guiding Principles and Policies A. Spotsylvania County is a "business friendly" community and local job creation is a priority; A.1. Encourage business investment in the County and promote the relocation of federal and state agencies to the County, providing more opportunities for Spotsylvania County residents to work in the County. This proposal is business friendly and supports the creation of local jobs.

Guiding Principles and Policies B. Spotsylvania County is fiscally sustainable; B.1. Achieve a 70/30 mix of residential to commercial/industrial development (based on assessed value), and the annual growth of the industrial and commercial tax base at a rate greater than 2%; B.1.c. Diversify the non-residential tax base by encouraging a wide variety of businesses to locate in the County. As a commercial project this proposal is expected to be fiscally beneficial to the County. This project positively contributes to the County's commercial growth rate and business diversification goals.

Guiding Principles and Policies B.3. Any development project seeking increased residential density compared to existing zoning and by-right potential or non-residential intensity should address the project's impacts on the County's public infrastructure consistent with the levels of service standards in this Plan and as allowed in the Code of Virginia; B.3.c. The County should support onsite transportation alternatives such as pedestrian and bicycle facilities that connect to neighboring properties; Land Use Policies Applicable to All Land Uses 1. Rezoning proposals should address public facilities impacts that are specifically attributable to the development.

As a commercial project there are no level of service impacts upon County schools or parks associated with this proposal. The Comprehensive Plan Thoroughfare Plan identifies this stretch of Courthouse Rd as a 6-lane divided section. Right-of-way in place will accommodate the ultimate capacity build-out. Frontage sidewalks will develop as depicted in the proffered generalized development plan consistent with Design Standards Manual requirements. Physical improvements include a proffered west-bound right-turn taper. An interparcel connector is also proffered consistent with transportation goals.

Guiding Principles and Policies B.4. Preserve significant natural, historic, and cultural resources of the County to ensure the continued allure of the County as a tourism destination. There are no expected negative impacts to significant natural, historic, or cultural resources.

Guiding Principles and Policies C.2. The County should support mixed use communities with varied housing types, civic buildings, shops, and active and passive recreation opportunities. This project complements the mixed use communities' goal and is well suited to the Route 208 commercial corridor as proposed.

Guiding Principles and Policies E.1. Protect environmental quality by promoting a comprehensive approach to air and water quality management. Examples of approaches to accomplish this could include: green space and tree preservation, stream restoration, and low impact development (LID). This rezoning request is not expected to negatively impact any sensitive environmental resources. Project development will be subject to regulatory protections concerning environmental quality. Open space provided exceeds the Commercial-2 minimum open space requirement (15%) by providing over 45% open space with abundant peripheral and frontage plantings. Where reduced transitional screening has been proposed, it applies to properties within the commercial land use designation. Spotsylvania County Design Standards Manual Article 6 allows for transitional screening modifications in instances where adjacent parcels fall under a common Comprehensive Plan land use designation, in this case commercial (DSM 6-7.4.E).

Per the generalized development plan (Sheet 4) existing tree note, *existing trees within the proposed landscaping areas shall only be removed as necessary to accommodate construction limits of clearing to be defined in final site plan.* The applicant has exhibited intent to maintain existing vegetation onsite as much as possible within defined screening and buffer areas. New plantings will supplement existing vegetation onsite as can be seen in Sheet 4 landscaping plan.

Land Use:

Future Land Use Map Designation. This project is consistent with the intent of the Primary Development Boundary and the commercial land use designation.

Land Use Policies Applicable to All Land Uses 3. Wherever possible, existing trees and tree buffers should be preserved rather than replacing mature vegetation with new plantings. Per the generalized development plan (Sheet 4) existing tree note, *existing trees within the proposed landscaping areas shall only be removed as necessary to accommodate construction limits of clearing to be defined in final site plan.* The applicant has exhibited intent to maintain existing vegetation onsite as much as possible within defined screening and buffer areas. New plantings will supplement existing vegetation onsite as can be seen in Sheet 4 landscaping plan.

Land Use Policies Applicable to All Land Uses 6. Encourage consideration of disabled and elderly citizens in the design and implementation of both new development and redevelopment. The proposed use complements the land use goal by providing a commercial service for disabled persons within the community and surrounding region.

Land Use Policies Applicable to All Land Uses 8. Redevelopment and investment in existing developed areas should be encouraged provided that the development does not adversely impact adjoining properties, especially adjoining residential properties; 8.b. Encourage projects to submit design details such as project visualizations/renderings or 3D modeling. This project complements the land use vision and provides setback and screening buffering to reduce impacts upon surrounding properties, including residential ones. The project positively complements sidewalk connectivity goals. Site lighting will be subject to the County outdoor lighting ordinance that requires downward directed night sky friendly lighting. Lighting must also meet VDOT safety standards considering the Rt 208 corridor. Acknowledging the site already falls within the County Highway Corridor Overlay District subject to enhanced design standards, architectural renderings help establish an expectation for the project proposed and how it will be constructed. On balance this project mitigates its impacts upon adjoining properties.

Land Use Policies Applicable to All Land Uses 18. Refer to the Table of Zoning Districts Complementary to Land Use Designations Inside, and Outside of the Primary Development Boundary to identify appropriate zoning districts associated with the land use category. C-2 zoning is an appropriate zoning designation in the commercial land use area.

Transportation:

Transportation Goal 1: Maintain acceptable Levels of Service on public roads; Transportation Goal 1, Strategy 2. Achieve no less than a “D” Peak Hour Level of Service on the VDOT Primary Street System. Transportation Goal #2. Ensure that new development does not degrade Levels of Service and mitigates its impact on the transportation network. See staff report transportation analysis for more information. Per County Transportation, this stretch of Rt. 208 is classified as a minor arterial and has a 40 mph speed limit and had a 2019 VDOT Traffic Count of 41,000 vehicles per day. This stretch of Rt. 208 is also a high accident area and has an unusually high number of fatal and injured crashes in the vicinity of the Rt. 208/Southpoint Pkwy/Rollingwood intersection. There is a funded Smart Scale project to make this intersection safer which is scheduled for completion by 2026. The applicant’s Turn Lane warrant analysis indicated the project’s traffic volume requires a right turn taper and is on the cusp of requiring a full right turn lane with a taper. The applicant’s TIS indicates that the site will produce 90 vehicles per day and that the highest percentage of traffic will be in the PM Peak traffic hour with 38 vehicles entering and exiting the site. The AM Peak traffic hour will have 23 vehicles entering and exiting the site. Rt. 208 Westbound operates at Level of Service (LOS) E for 2021 based on a recent VDOT study conducted for the Smart Scale project. When the Smart Scale project is completed, LOS for Westbound Rt. 208 is projected to improve from E to D. The amount of traffic from the site is not significant enough to change the LOS for Rt. 208 since the 2019 VDOT traffic count estimate is 2,003 for WB Rte 208 and the site would only increase this by about 1.9% to 2,041 during the PM peak hour. As a result, WB Rt. 208 would continue to operate at LOS E when the site opens and would improve to LOS D when the Smart Scale project is completed in 2026.

Transportation Goal 2.6. The County should support alternative onsite transportation alternatives and recreational options such as transit, pedestrian and bicycle facilities that are able to, or will, connect to neighboring properties. Transportation Goal #3. Promote alternative modes of transportation and multi-modal facilities to more effectively address demands on the transportation network. The project will enhance sidewalk infrastructure along the Rt 208 corridor. Frontage sidewalks will develop as

depicted in the proffered generalized development plan consistent with Design Standards Manual requirements.

Historic Resources:

Historic Resources Policy 1: Encourage and promote the voluntary protection and preservation of scenic, historic, cultural, architectural, and archaeological resources. Historic Resources Policy 1, Strategy 2. Support the preservation of resources with local, state, or national significance. Historic Policy 2: The County should support projects that consider and mitigate the impact of development projects on historic and cultural resources during the rezoning, special use, and capital project planning processes. There are no expected negative impacts to significant natural, historic, or cultural resources in this location.

Staff notes an architectural survey of existing structures onsite has been documented in the Virginia Department of Historic Resources Cultural Resources Information System (V-CRIS). Architectural surveys of the project location as well as adjacent properties had been conducted as part of I-95 HOT Lanes exploration. The study found nothing of historical or cultural significance.

Natural Resources:

Natural Resources Policy 1. Balance the protection of environmental resources and natural wildlife habitats with development. Natural Resources Policy 1, Strategy 1. The County should support the mitigation of impacts upon unique and/ or endangered resources including rare species and their habitats. There are no expected negative impacts to significant natural, historic, or cultural resources. Project development will be subject to regulatory protections concerning environmental quality, threatened and endangered species. The Virginia Department of Conservation and Recreation's Natural Heritage Data Explorer system designates the site and the majority of the County as having low probability for those rare species and habitats. Staff notes the site and surroundings have an established development character including commercial, office, residential land uses. Habitat areas are limited. Much of the site as it exists presently has been previously cleared but for peripheral areas where existing tree canopy exists. As noted earlier in the analysis, efforts are being employed to preserve existing vegetation as is feasible within delineated tree buffer areas.

Natural Resources Policy 1, Strategy 3. Encourage land development practices, which minimize impervious cover to promote groundwater recharge, and/ or tree preservation. This rezoning request is not expected to negatively impact any sensitive environmental resources. Project development will be subject to regulatory protections concerning environmental quality. Open space provided exceeds the Commercial-2 minimum open space requirement (15%) by providing over 45% open space with abundant peripheral and frontage plantings. Where reduced transitional screening has been proposed, it applies to properties within the commercial land use designation. Spotsylvania County Design Standards Manual Article 6 allows for transitional screening modifications in instances where adjacent parcels fall under a common Comprehensive Plan land use designation, in this case commercial (DSM 6-7.4.E).

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D R A F T
For Discussion Purposes
Only

VOLUNTARY PROFFER STATEMENT

Applicant/Owner: All American Mobility, LLC
1273 Central Park Boulevard, Fredericksburg, VA 22401

****(Applicant/Owner is hereafter known as the “Applicant”)****

Representative: Molly K. Flurry, Esq., PARRISH SNEAD FRANKLIN SIMPSON, PLC
910 Princess Anne St., 2nd Floor, P.O. Box 7166,
Fredericksburg, Virginia 22404
Phone: 540-373-3500; Fax: 540-899-6394;
Email: flurry@parrishsnead.com

Project Name: “All American Mobility”

Property: Spotsylvania County Tax Parcel 35-A-119, consisting of approximately
2.36 acres, known as 10726 Courthouse Road (the “Property”)

Date: May 5, 2022

GDP: Generalized Development Plan, entitled “All American Mobility”,
prepared by Sullivan, Donahoe & Ingalls, PC, dated April 1, 2021, as
revised April 1, 2022, attached hereto as Exhibit A (the “GDP”)

Rezoning Request: From R-1 to C-2

Rezoning File No.: R21-0009

I. General Information

The Applicant, its successors and assigns, hereby agrees that the development of the Property, subsequent to approval of the rezoning application to which these proffers are attached, will be in conformance with the GDP and the following proffered conditions (“Proffers”) pursuant to Sections 15.2-2303 and 15.2-2303.4, et al. of the Code of Virginia (1950, as amended), and Section 23-4.6.3, et al. of the Zoning Ordinance of Spotsylvania County (1995, as amended). The Proffers are the only conditions offered in this rezoning application, and any prior proffers affecting the Property are hereby superseded by these Proffers. All previous proffers associated with the Property, whether of record or not, are hereby void and of no further force and effect. The Proffers will be enforceable only upon Spotsylvania County’s (“County”) full and final approval

of rezoning application R21-0009 submitted by the Applicant to reclassify the Property from R-1 to C-2 to allow for the development of no more than 12,031 sq. ft. of retail, office or other commercial uses.

II. Land Use

- A. General Development. The Property will be developed in conformance with the GDP. Notwithstanding the foregoing, all parcel lines, parcel sizes, building envelopes, building sizes, public road locations, private driveway and travelway locations, utility locations, waste management facilities, storm water management facilities, and dimensions of undeveloped areas shown on the GDP may be reasonably adjusted for purposes of the final site or subdivision plans to allow full compliance with the requirements of state and federal agency regulations including, but not limited to, Virginia Department of Historical Resources (“DHR”), Virginia Department of Transportation (“VDOT”), Virginia Department of Environmental Quality (“DEQ”), Virginia Department of Conservation and Recreation (“DCR”), U.S. Army Corps of Engineers, and other state or federal applicable governmental approvals, and the County’s Zoning Ordinance, Subdivision Ordinance, and Design Standards Manual. Notwithstanding the foregoing, any material adjustments to the GDP shall be subject to the approval of the County’s Zoning Administrator, and in no event shall approved adjustments to the GDP relieve the Applicant and Owner from providing any of the Proffers.
- B. Use. The Property shall be developed for retail, office or other commercial uses (except as noted below) permitted under the C-2 zoning district, which shall total collectively no more than 12,031 square feet, as shown on the GDP.

The following uses shall not be permitted:

1. Amusement arcade;
2. Animal shelter;
3. Billiards/pool hall;
4. Car wash;
5. Convenience store;
6. Convent, monastery, seminary and nunnery;
7. Funeral home;
8. Hospital;
9. Hotel, motel;
10. Indoor commercial recreation/athletic facilities;
11. Live entertainment, indoor;
12. Miniature golf;
13. Nursing home;
14. Public facility/use;
15. Public school;
16. Quasi-public park, playground, athletic field and related facilities;
17. Repair service establishment;

18. Theater;
19. Vehicle light service establishment;
20. Above ground fuel storage tanks exceeding one-thousand (1,000) gallons;
21. Building materials yard;
22. Bus station/depot/terminal;
23. Civic and sports arena;
24. College or university;
25. Dormitory, fraternity, sorority houses, or other similar residence halls;
26. Fuel dispensing service;
27. Heavy equipment and specialized vehicle sale, rental and/ or service establishments;
28. Helistops;
29. Live entertainment, outdoor;
30. Outdoor sports and recreation, commercial;
31. Parking, commercial off-street, as a principal use;
32. Public utility, light;
33. Railroad station/depot/terminal;
34. Rooming/boarding houses;
35. Telecommunications tower;
36. Vehicle major service establishment;
37. Vehicle sale, rental and ancillary service establishment, small scale;
38. Vehicle sale, rental and ancillary service establishment, large scale;
39. Wetland mitigation bank.

III. Transportation

The Applicant, subject to necessary County and VDOT approvals for the development of the project, agrees to provide the following transportation Proffers, all as generally shown on the GDP:

- A. Construct a 100-foot westbound right-turn taper.

IV. Additional Proffers

- A. The Applicant shall allow access to Property for construction of interparcel connection, along with vehicular access to Property from adjoining Tax Map Number 35-A-117, at such time as said adjoining parcel develops or redevelops.
- B. Architectural Renderings submitted with this rezoning request shall apply only to the initial construction of the Project and shall not run with the land in perpetuity.

[AUTHORIZED SIGNATURES TO FOLLOW]

The Applicant makes these Proffers voluntarily, in support of their rezoning application.

WITNESS the following signatures:

APPLICANT:

**All American Mobility, LLC, a
Virginia limited liability company**

By: _____

Chris Hawkins
Chris Hawkins, Manager

Date: May 5, 2022

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Fredericksburg

The foregoing was subscribed, sworn to and acknowledged before me this 5th day of May, 2022, by Chris Hawkins, Manager of All American Mobility, LLC, a Virginia limited liability company, on behalf of said company.

Taylor Ann Jacobs
Notary Public

Print Name: Taylor Jacobs
My Commission expires: 03/31/2024
Registration Number: 7906008
[SEAL]

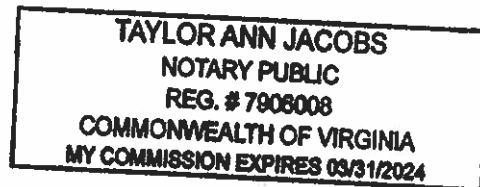


EXHIBIT A

Generalized Development Plan

ZONING MAP AMENDMENT
GENERALIZED DEVELOPMENT PLAN
ALL AMERICAN MOBILITY

APPLICANT/OWNER
ALL AMERICAN MOBILITY, LLC
1273 CENTRAL PARK BLVD
FREDERICKSBURG, VA 22401
PHONE: (540) 361-1679

SITE DATA

TAX MAP:	35-A-119	
TOTAL AREA:	2.36 AC	
DISTURBED AREA:	2.07 AC (90,000 SF)	
EXISTING ZONE:	R-1	
PROPOSED ZONE:	C-2	
OVERLAY DISTRICT(S):	AIRPORT OVERLAY DISTRICT HIGHWAY CORRIDOR OVERLAY DISTRICT	
EXISTING USE:	RESIDENTIAL	
PROPOSED USE:	RETAIL BUILDING	
SETBACKS:	REQUIRED:	PROVIDED:
	FRONT: 30'	161'
	SIDE: 0'	19.5'
	REAR: 20'	271.5'
OPEN SPACE REQUIREMENT:	REQUIRED: 15%	PROVIDED: 46.6% (1.08 AC)
MAXIMUM BUILDING HEIGHT:	55'	
GROSS FLOOR AREA RATIO:	0.097 (10,031 / 102,999; 0.70 MAXIMUM)	
HYDRAULIC UNIT CODE:	RA46	
WATERSHED:	RAPPAHANNOCK RIVER-HAZEL RUN	
WATER:	PUBLIC	
SEWER:	PUBLIC	
ESTIMATED VPD:	90 TRIPS (SEE CALCULATIONS ON SHEET 5)	
HISTORIC FEATURES:	NONE KNOWN	
KNOWN PLACES OF BURIAL:	NONE KNOWN	
WETLANDS ON SITE:	NONE	
SOLID WASTE COLLECTION:	PRIVATE	
IMPERVIOUS SURFACE RATIO:	53.4%	
LOT COVERAGE RATIO:	9.8%	

PASS NOTE
DUE TO RECENT FINDINGS OF POSSIBLE ACID SULPHATE SOILS (PASS) WITHIN SPOTSYLVANIA COUNTY, IT IS RECOMMENDED THAT THE DEVELOPER, BUILDERS AND ENGINEERS BE AWARE THAT IF ACID SULFATE SOILS AS WELL AS OTHER SOILS THAT PRODUCE A pH OF 4 OR LESS ARE PRESENT ON THE PROJECT SITE, EXTENSIVE TREATMENT TO BRING THE SOIL'S ACID/pH LEVEL TO AN ACCEPTABLE LEVEL TO SUSTAIN ANY FORM OF PLANT GROWTH MAY BE REQUIRED.

CBPA NOTE
CBPA IS AN OVERLAY DISTRICT OF THE ENTIRE SPOTSYLVANIA COUNTY AND THE PARCEL DESCRIBED WITHIN THIS PLAN LIES WITHIN THE RMA FEATURES AND DOES NOT CONTAIN RPA FEATURES WITH THE CHESAPEAKE BAY PRESERVATION AREA OVERLAY DISTRICT. THE RPA IS A 100 FOOT WIDE BUFFER AREA THAT SHALL REMAIN UNDISTURBED AND VEGETATED IN ACCORDANCE WITH SPOTSYLVANIA COUNTY CODE CHAPTER 6A, CHESAPEAKE BAY PRESERVATION.

PARKING TABLE				
	REQUIREMENT	CALCULATION	REQUIRED	PROVIDED
RETAIL SERVICE ESTABLISHMENT	1 SPACE PER 250 GFA	4,558 SF / 250	18	36
LOADING SPACE	1 SPACE PER 5,000 SF GFA PLUS 1 PER ADDITIONAL 30,000 SF (OR MAJOR FRACTION OF)	4,558 SF / 5,000	1	2

PARKING NOTE
THE PARKING RATIO ASSOCIATED WITH THIS USE/USER REPRESENTS THE PLANNED UTILIZATION OF THE INTERNAL SPACE. THE PROVIDED PARKING IS CAPABLE OF SERVING A NUMBER OF POTENTIAL "WHOLE BUILDING" USES THAT WOULD BENEFIT FROM THE PROVIDED LOADING DOCK, SUCH AS OFFICE OR BUSINESS SERVICE AND SUPPLY SERVICE ESTABLISHMENT. SHOULD A FUTURE "WHOLE BUILDING" USE EXCEED THE PROVIDED 36 SPACES, A PORTION OF THE TRUCK TURNAROUND AREA CAN BE STRIPED TO SUIT ADDITIONAL PARKING AS NECESSARY.

ENGINEER'S CERTIFICATE
I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLAN IS CORRECT AND COMPLIES WITH CHAPTER 6A OF THE SPOTSYLVANIA COUNTY CODE, AND THAT I AM A QUALIFIED PROFESSIONAL LICENSED IN VIRGINIA.

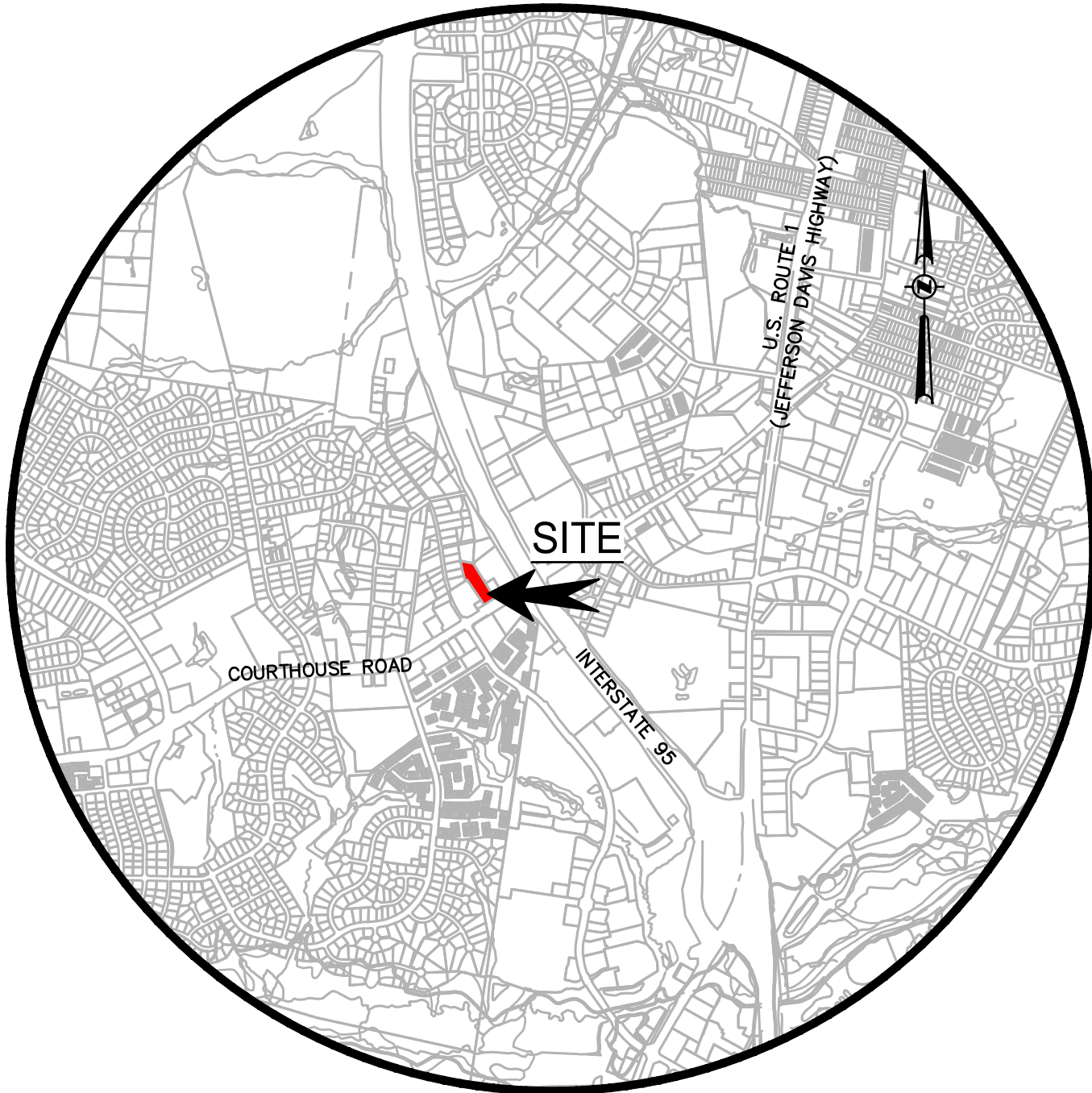
04-01-2022
DATE
KEITH LUC OSTER, P.E.

RESPONSIBLE LAND DISTURBER

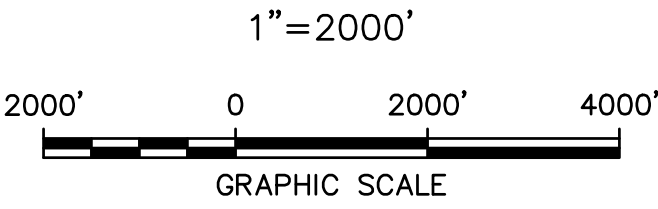
RESPONSIBLE LAND DISTURBER (RLD) CERTIFICATION NUMBER

NAME
TELEPHONE NUMBER

RETAIL BUILDING
10726 COURTHOUSE ROAD
TAX MAP 35 ((A)) 119
COURTLAND VOTING DISTRICT
COURTLAND MAGISTERIAL DISTRICT
SPOTSYLVANIA COUNTY, VIRGINIA



VICINITY MAP



SHEET INDEX

- COVER SHEET
- EXISTING CONDITIONS
- GENERALIZED DEVELOPMENT PLAN
- LANDSCAPING PLAN
- TRANSPORTATION IMPROVEMENTS
- STORMWATER MANAGEMENT CONCEPT PLAN

REFERENCE SHEETS

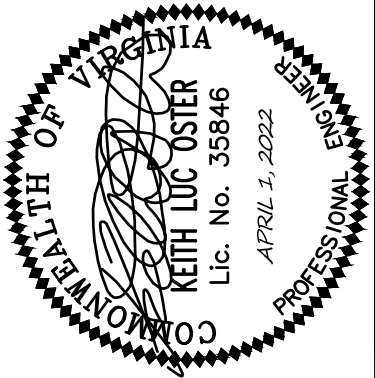
- R-1 ARCHITECTURAL ELEVATIONS

WATER AND SEWER USAGE

USAGE	SQUARE FT	TOTAL
250 GAL/DAY/1,000 SF	10,031	2,600 GAL/DAY

SULLIVAN, DONAHOE & INGALLS
ENGINEERS, SURVEYORS & ENVIRONMENTAL SERVICES
P.O. BOX 614
FREDERICKSBURG, VIRGINIA 22404
PHONE 540-898-5878

APPROVAL



DATE	REVISIONS
8-30-2021	COUNTY COMMENTS
11-23-2021	COUNTY COMMENTS
02-10-2022	COUNTY COMMENTS
04-01-2022	CLARIFIED TAPER DESCRIPTIONS

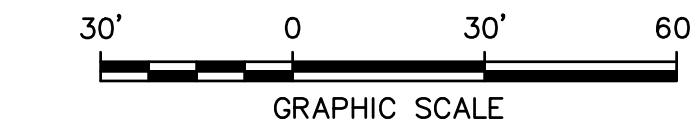
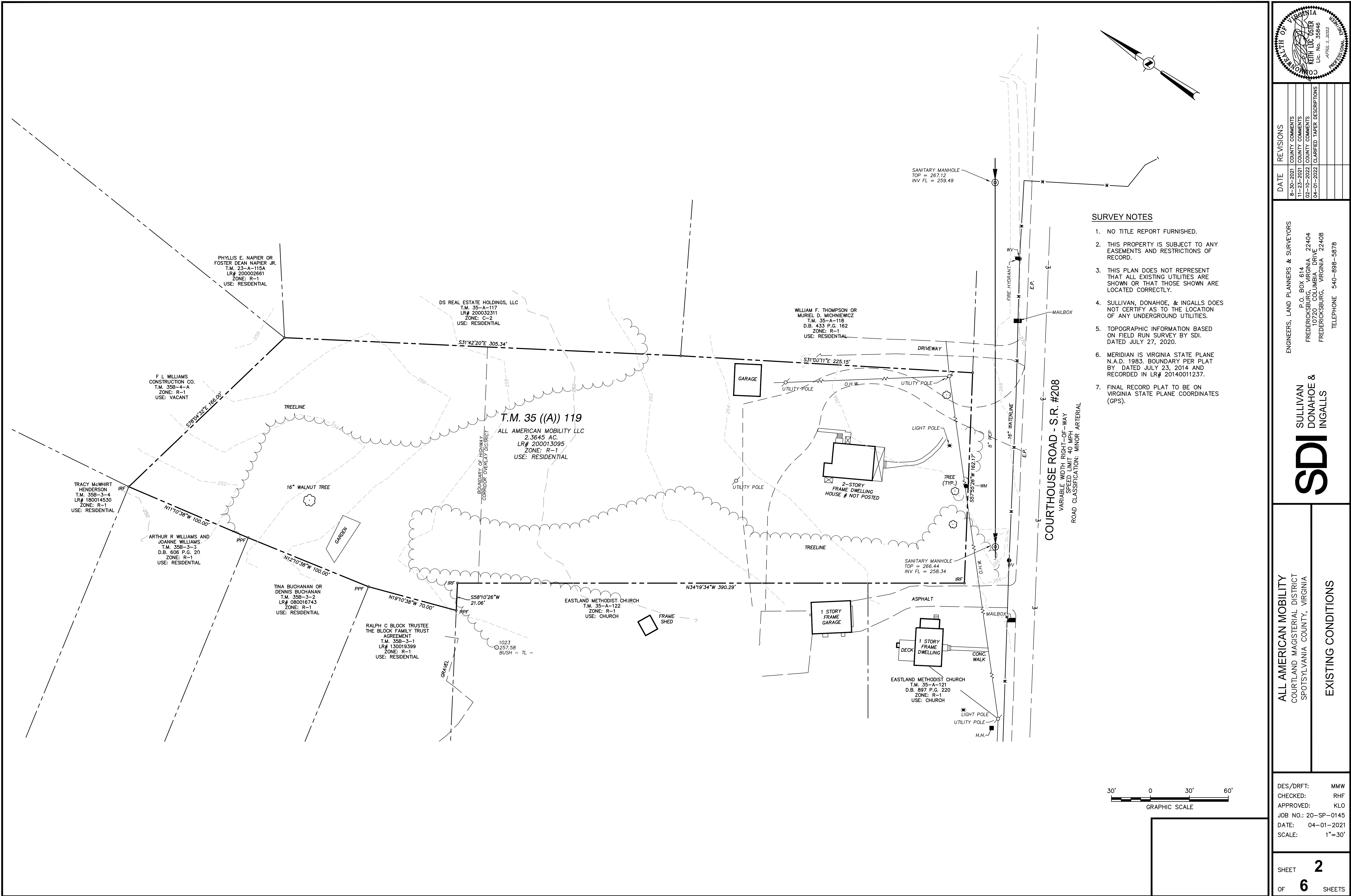
ENGINEERS, LAND PLANNERS & SURVEYORS
P.O. BOX 614
FREDERICKSBURG, VIRGINIA 22404
10720 COLUMBIA DRIVE
FREDERICKSBURG, VIRGINIA 22408
TELEPHONE 540-898-5878

SULLIVAN
DONAHOE &
INGALLS
SDI

ALL AMERICAN MOBILITY
COURTLAND MAGISTERIAL DISTRICT
SPOTSYLVANIA COUNTY, VIRGINIA
COVER SHEET

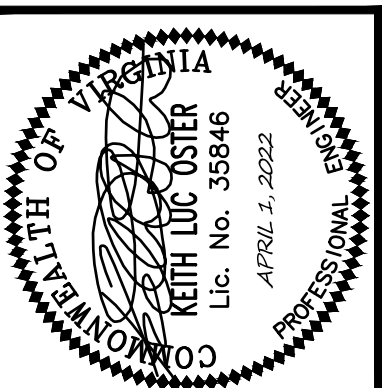
DES/DRFT: MMW
CHECKED: RHF
APPROVED: KLO
JOB NO.: 20-SP-0145
DATE: 04-01-2021
SCALE: NONE

SHEET 1
OF 6 SHEETS



SURVEY NOTES

1. NO TITLE REPORT FURNISHED.
2. THIS PROPERTY IS SUBJECT TO ANY EASEMENTS AND RESTRICTIONS OF RECORD.
3. THIS PLAN DOES NOT REPRESENT THAT ALL EXISTING UTILITIES ARE SHOWN OR THAT THOSE SHOWN ARE LOCATED CORRECTLY.
4. SULLIVAN, DONAHOE, & INGALLS DOES NOT CERTIFY AS TO THE LOCATION OF ANY UNDERGROUND UTILITIES.
5. TOPOGRAPHIC INFORMATION BASED ON FIELD RUN SURVEY BY SDI. DATED JULY 27, 2020.
6. MERIDIAN IS VIRGINIA STATE PLANE N.A.D. 1983. BOUNDARY PER PLAT BY DATED JULY 23, 2014 AND RECORDED IN LR# 20140011237.
7. FINAL RECORD PLAT TO BE ON VIRGINIA STATE PLANE COORDINATES (GPS).



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02-10-2022	COUNTY COMMENTS
04-01-2022	CLARIFIED TAPER DESCRIPTIONS

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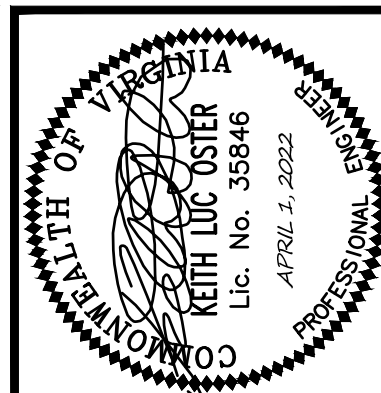
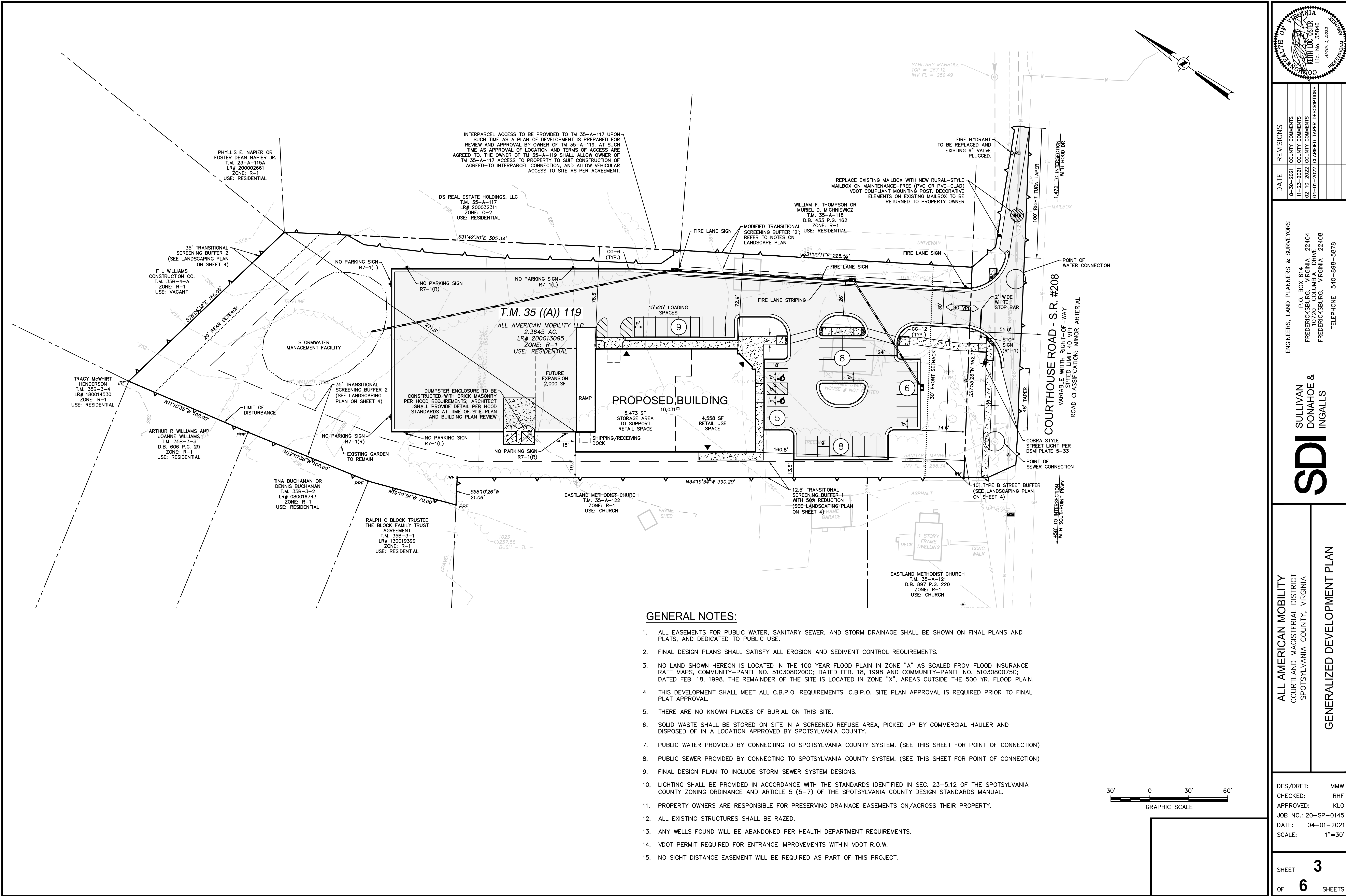
SDI
SULLIVAN
DONAHOE &
INGALLS

ALL AMERICAN MOBILITY
COURTLAND MAGISTERIAL DISTRICT
SPOTSYLVANIA COUNTY, VIRGINIA

EXISTING CONDITIONS

DES/DRFT: MMW
CHECKED: RHF
APPROVED: KLO
JOB NO.: 20-SP-0145
DATE: 04-01-2021
SCALE: 1"=30'

SHEET 2
OF 6 SHEETS



DATE	REVISIONS
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02-10-2022	COUNTY COMMENTS
04-01-2022	CLARIFIED TAPER DESCRIPTIONS

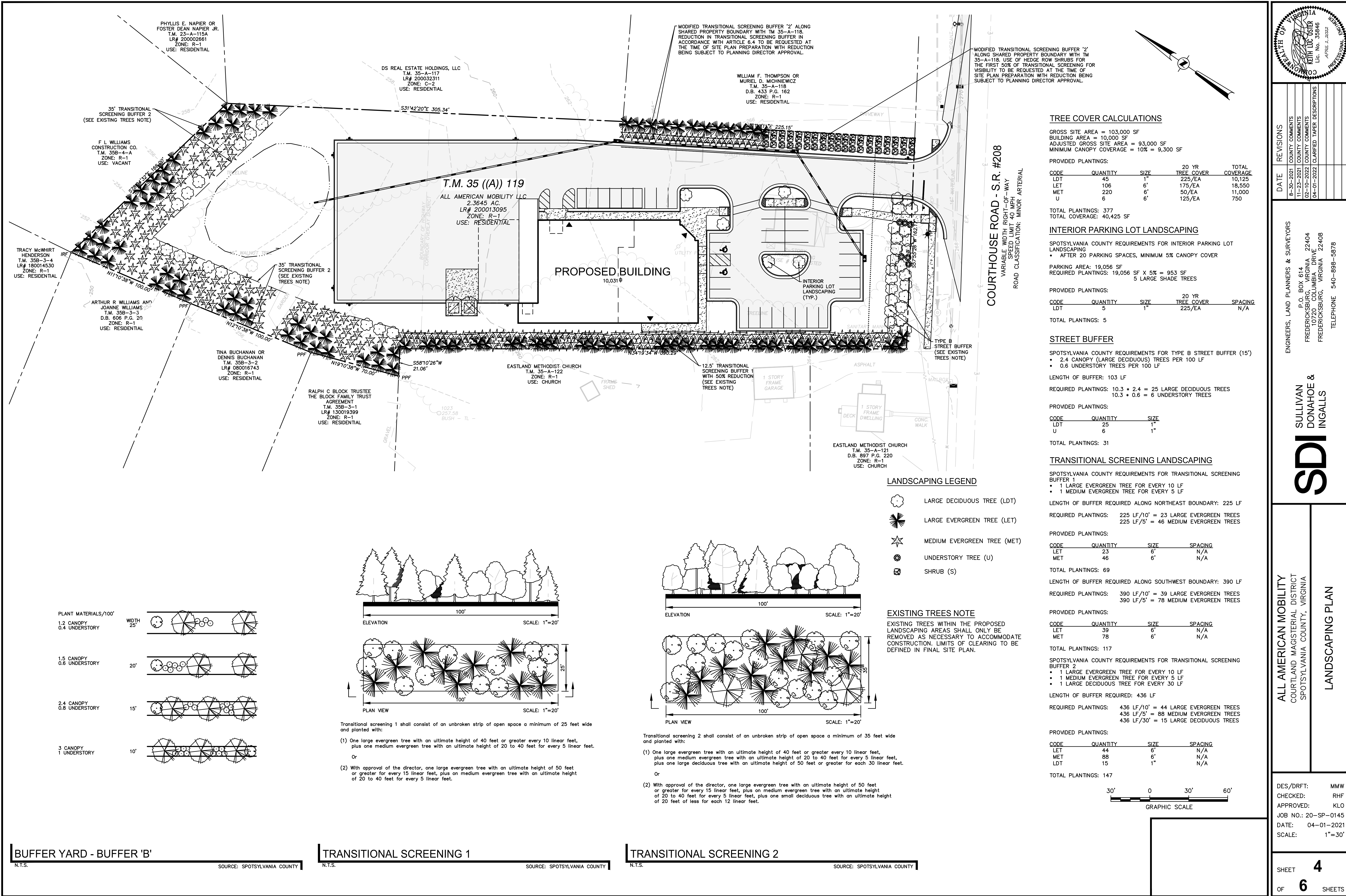
ENGINEERS, LAND PLANNERS & SURVEYORS
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SDI
SULLIVAN
DONAHOE &
INGALLS

ALL AMERICAN MOBILITY
COURTLAND MAGISTERIAL DISTRICT
SPOTSYLVANIA COUNTY, VIRGINIA
GENERALIZED DEVELOPMENT PLAN

DES/DRFT: MMW
CHECKED: RHF
APPROVED: KLO
JOB NO.: 20-SP-0145
DATE: 04-01-2021
SCALE: 1"=30'

SHEET 3
OF 6 SHEETS



REVISIONS

DATE

8-30-2021

11-23-2021

02-10-2022

04-01-2022

COUNTY COMMENTS

COUNTY COMMENTS

COUNTY COMMENTS

CLARIFIED PAPER DESCRIPTIONS

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TELEPHONE 540-898-5878

ALL AMERICAN MOBILITY

COURTLAND MAGISTERIAL DISTRICT

SPOTSYLVANIA COUNTY, VIRGINIA

LANDSCAPING PLAN

DES/DRFT: MMW

CHECKED: RHF

APPROVED: KLO

JOB NO.: 20-SP-0145

DATE: 04-01-2021

SCALE: 1"=30'

SHEET 4

OF 6 SHEETS

BUFFER YARD - BUFFER 'B'

N.T.S.

SOURCE: SPOTSYLVANIA COUNTY

TRANSITIONAL SCREENING 1

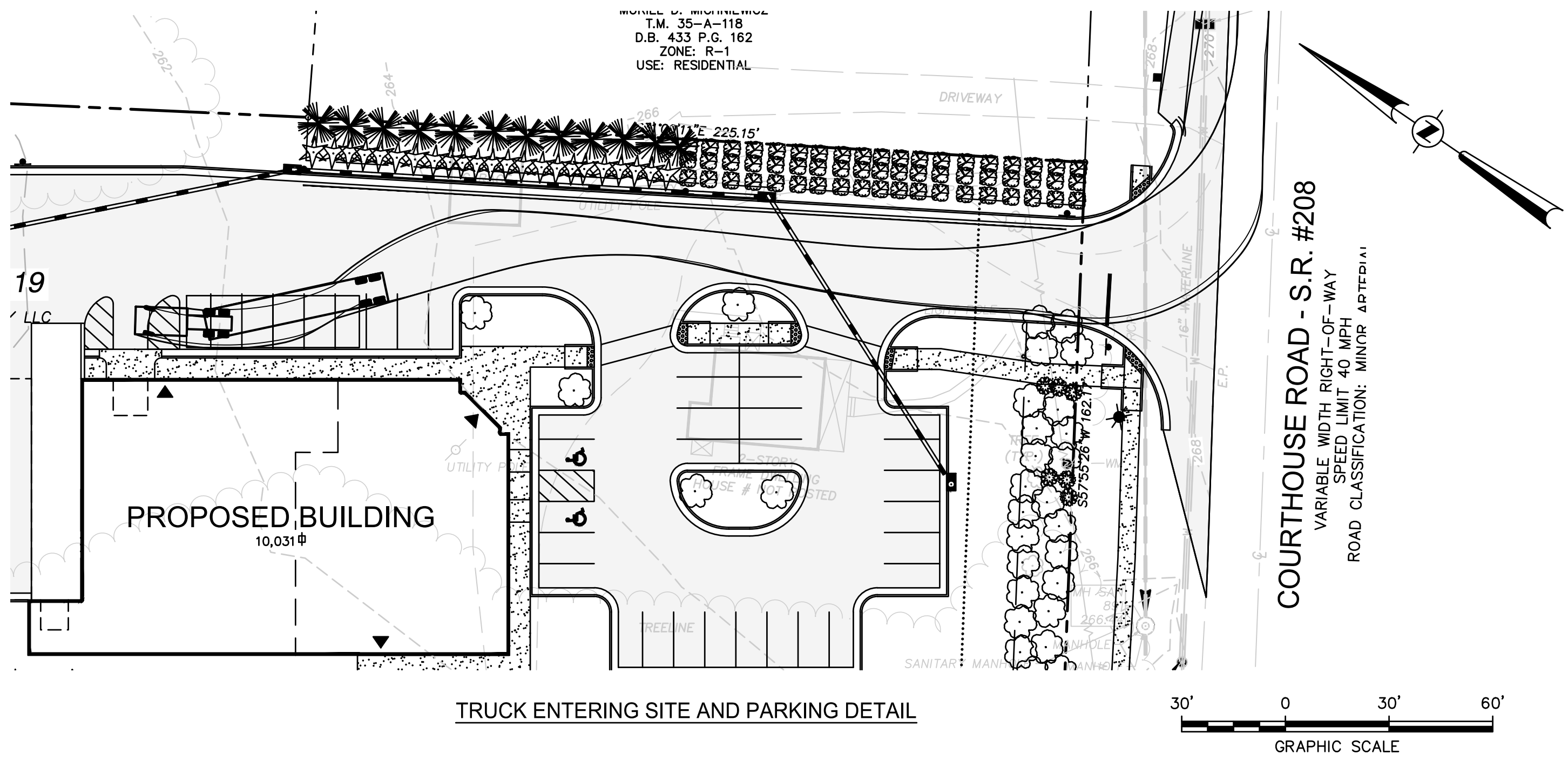
N.T.S.

SOURCE: SPOTSYLVANIA COUNTY

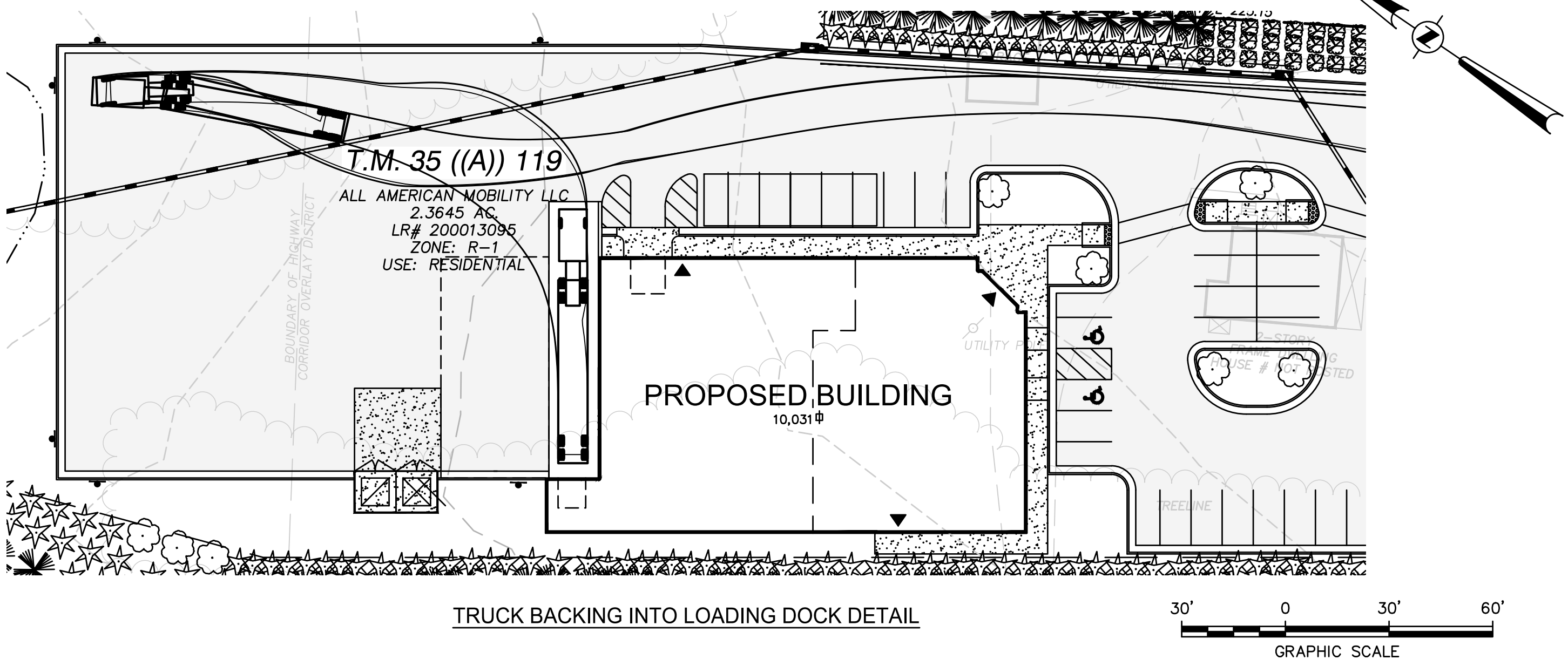
TRANSITIONAL SCREENING 2

N.T.S.

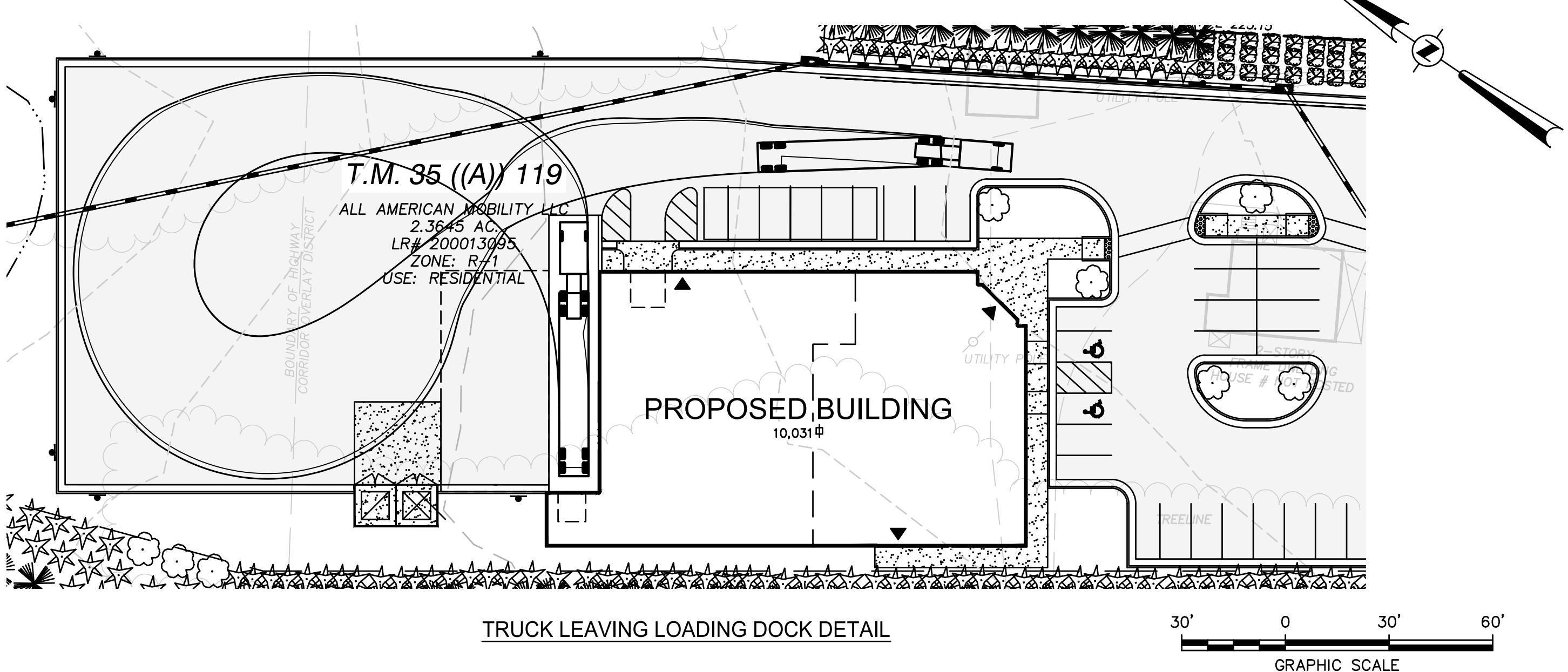
SOURCE: SPOTSYLVANIA COUNTY



TRUCK ENTERING SITE AND PARKING DETAIL



TRUCK BACKING INTO LOADING DOCK DETAIL

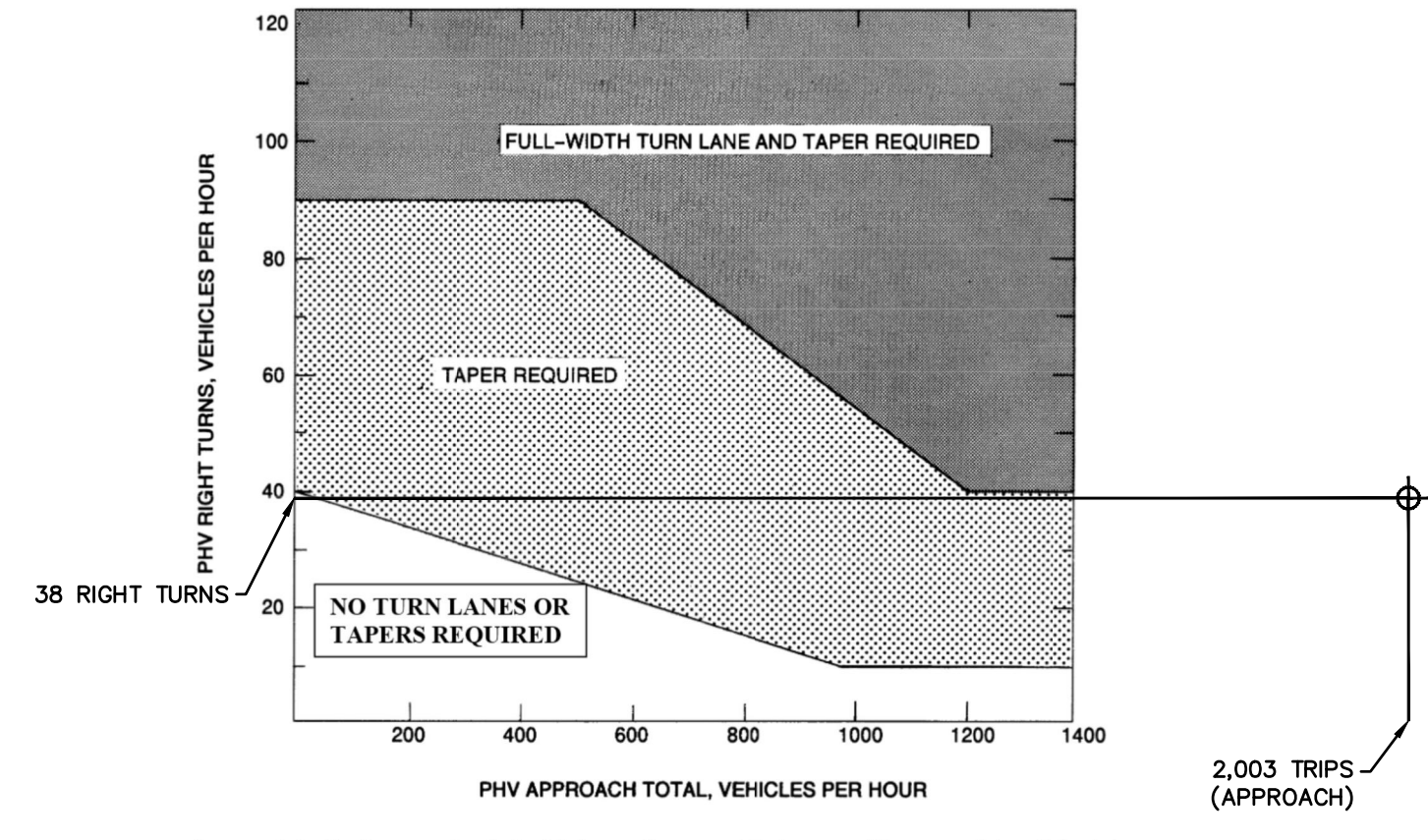


TRUCK LEAVING LOADING DOCK DETAIL

Virginia Department of Transportation Traffic Engineering Division 2019 Annual Average Daily Traffic Volume Estimates By Section of Route Primary and Interstate Routes																	
Route	Jurisdiction	Length	AADT	QA	4Tire	Bus	-----Truck----- 2Axle 3+Axle 1Trail 2Trail				QC	K Factor	QK	Dir Factor	AAWDT	QW	
208 Courthouse Rd	Spotsylvania County	SR 423 South Station Rd	3.74	41000	G	97%	0%	1%	1%	1%	0%	F	0.081	F	0.603	44000	G
208 Ramp	Louisa County	SR 208 Courthouse Rd	0.22	960	G								0.133	F		960	G
208 Ramp	Louisa County	SR 208 Courthouse Rd	0.23	3200	G								0.138	F		3200	G
Bus 208 Courthouse Rd	Spotsylvania County	SR 208: SR 648 Block House Rd	2.43	3300	G	93%	1%	1%	1%	4%	0%	C	0.106	F	0.654	3300	G
Bus 208 Courthouse Rd	Spotsylvania County	SR 606 Morris Rd; SR 738 Parlow Rd	3.41	3400	G	93%	1%	1%	1%	4%	0%	F	0.092	F	0.520	3400	G
Bus 208 Courthouse Rd	Spotsylvania County	SR 608 Massaponax Church Rd	0.54	8000	G	93%	1%	1%	1%	4%	0%	F	0.092	F	0.520	8400	G
Bus 208 Courthouse Rd	Spotsylvania County	SR 613 Brock Rd	0.71	5200	G	93%	1%	1%	1%	4%	0%	F	0.083	F	0.501	5500	G
208	Louisa County	SR 208	0.07	1400	N	98%	0%	1%	0%	0%	0%	N	0.11	F	0.669	1300	N
208 Elm Ave	Town of Louisa (Maint: 54)	SR 22 US 33 Louisa C.H.	0.40	1400	F	96%	0%	1%	0%	0%	0%	C	0.11	F	0.669	1300	F
209 Innovation Ave	Loudoun County	SR 28 Sally Rd	0.88	2200	G	98%	0%	1%	0%	0%	0%	C	0.109	F	0.835	2400	G
210 Colony Rd	Amherst County	SR 163 Amherst Hwy	0.54	4600	F	96%	0%	1%	1%	2%	0%	C	0.103	F	0.719	4900	F
210 Colony Rd	Amherst County	Bus US 29 Lynchburg Hwy	0.19	11000	F	97%	0%	1%	1%	2%	0%	C	0.099	F	0.741	12000	F
210	Amherst County	SR 423 CVT Rd	2.44	7400	F	97%	0%	1%	1%	2%	0%	F	0.105	F	0.567	7800	F
211 W Old Cross Rd	Town of New Market (Maint: 85)	SR 11 West of New Market	0.26	11000	G	91%	1%	1%	3%	5%	0%	F	0.085	F	0.560	11000	G
211 11 Congress St	Town of New Market (Maint: 85)	US 11 N. Congress St; South Congress St	0.27	7000	G	96%	0%	1%	1%	2%	0%	F	0.086	F	0.505	7300	G

TURN LANE ANALYSIS:

PEAK HOUR VOLUME = AADT * K * D
 AADT = 41,000
 K = 0.081
 D = 0.603
 PHV = 2,003 TRIPS
 PHV RIGHT TURNS:
 ITE TRIP GENERATION (10TH ED.)
 VARIETY STORE AREA: 10,000 SF
 DAILY
 VARIETY STORE (814)
 9 TRIPS / 1,000 GFA
 9 * 10 = 90 VPD
 AM PEAK HOUR GENERATOR
 VARIETY STORE (814)
 4.52 TRIPS / 1,000 GFA
 50% ENTERING; 50% EXITING
 0.50 * (4.52 * 10) = 23 VPH ENTERING
 PM PEAK HOUR GENERATOR
 VARIETY STORE (814)
 7.42 TRIPS / 1,000 GFA
 50% ENTERING; 50% EXITING
 0.50 * (7.42 * 10) = 38 VPH ENTERING



Appropriate Radius required at all Intersections and Entrances (Commercial or Private).

LEGEND

PHV - Peak Hour Volume (also Design Hourly Volume equivalent)

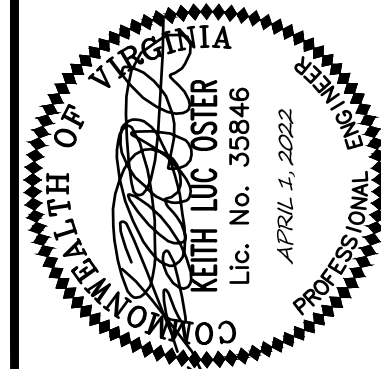
Adjustment for Right Turns

If PHV is not known use formula: PHV = ADT * K * D

K = the percent of AADT occurring in the peak hour

D = the percent of traffic in the peak direction of flow

Note: An average of 11% for K x D will suffice.



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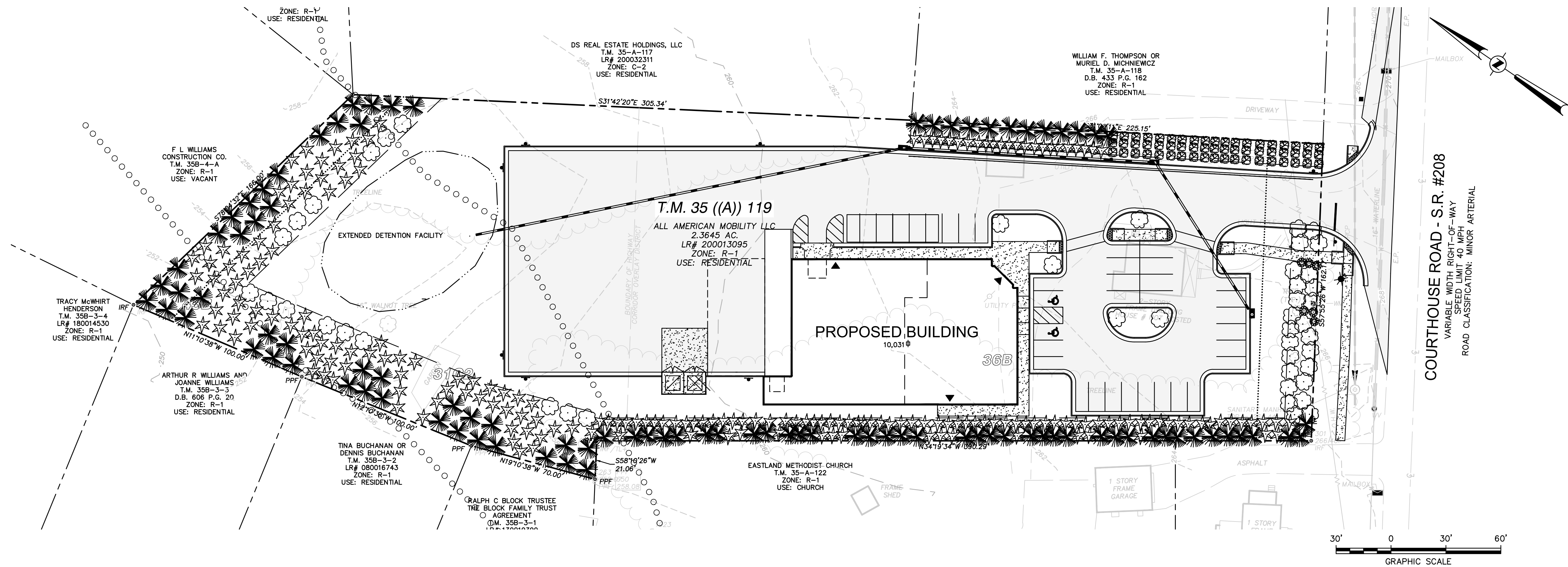
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SDI
 SULLIVAN
 DONAHOE &
 INGALLS

ALL AMERICAN MOBILITY
 COURTLAND MAGISTERIAL DISTRICT
 SPOTSYLVANIA COUNTY, VIRGINIA
 TRANSPORTATION IMPROVEMENTS

DES/DRFT: MMW
 CHECKED: RHF
 APPROVED: KLO
 JOB NO.: 20-SP-0145
 DATE: 04-01-2021
 SCALE: 1"=30'

SHEET 5
 OF 6 SHEETS



DEQ Virginia Runoff Reduction Method New Development Compliance Spreadsheet - Version 3.0

2011 BMP Standards and Specifications 2013 Draft BMP Standards and Specifications

Project Name: All American Mobility
Date: 1/15/2021

BMP Design Specifications List: 2013 Draft Stds & Specs

Site Information

Post-Development Project (Treatment Volume and Loads)

Land Cover (acres)	A Soils	B Soils	C Soils	D Soils	Totals
Forest/Open Space (acres) -- undisturbed, protected forest/open space					0.00
Managed Turf (acres) -- disturbed, graded for yards or other turf to be		0.05	1.05		1.10
Impervious Cover (acres)			1.26		1.26
					2.36

Constants	
Annual Rainfall (inches)	43
Target Rainfall Event (inches)	1.00
Total Phosphorus (TP) EMC (mg/L)	0.26
Total Nitrogen (TN) EMC (mg/L)	1.86
Target TP Load (lb/acre/yr)	0.41
Pi (unitless correction factor)	0.90

Runoff Coefficients (Rv)	A Soils	B Soils	C Soils	D Soils
Forest/Open Space	0.02	0.03	0.04	0.05
Managed Turf	0.15	0.20	0.22	0.25
Impervious Cover	0.95	0.95	0.95	0.95

Post-Development Requirement for Site Area

TP Load Reduction Required (lb/yr)	
	2.31

PRELIMINARY STORMWATER NARRATIVE

THE EXISTING SITE IS CLEARED AND CONTAINS B & C SOILS. THE PROJECT PROPOSES TO CONSTRUCT A 10,000 SF RETAIL/WAREHOUSE BUILDING WITH ASSOCIATED PARKING AND TRUCK TURNAROUND AREA.

WATER QUANTITY NARRATIVE

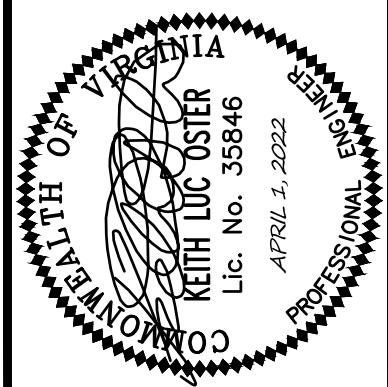
THE SITE GENERALLY DRAINS TO THE NORTHWEST CORNER OF THE PROPERTY. STORMWATER DETENTION IS PROPOSED THROUGH THE USE OF AN EXTENDED DETENTION TO DETAIN STORMWATER FROM THE POST DEVELOPMENT CONDITION TO PRE-DEVELOPMENT CONDITIONS. PER 9VAC25-970-66, CHANNEL AND FLOOD PROTECTION WILL BE PROVIDED BY THE ENERGY BALANCE EQUATION AND DETAINING THE POST DEVELOPMENT 10-YEAR STORM TO PRE-DEVELOPMENT FLOWS. BY COMPLYING WITH THESE MEASURES, DOWNSTREAM CHANNEL ADEQUACY WILL BE MET.

WATER QUALITY NARRATIVE

THE ADDITIONAL IMPERVIOUS COVERAGE IS PROPOSED TO BE TREATED WITH THE PURCHASE OF OFF-SITE NUTRIENT CREDITS.

CONCEPTUAL STORMWATER NOTE

THE STORMWATER MANAGEMENT DESIGN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE BASED ON FINAL ENGINEERING. THE DEVELOPER WILL BE RESPONSIBLE FOR ALL FUTURE MAINTENANCE OF STORMWATER MANAGEMENT AND DRAINAGE FACILITIES.



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ALL AMERICAN MOBILITY
COURTLAND MAGISTERIAL DISTRICT
SPOTSYLVANIA COUNTY, VIRGINIA

STORMWATER MANAGEMENT CONCEPT PLAN

DES/DRFT: MMW
CHECKED: RHF
APPROVED: KLO
JOB NO.: 20-SP-0145
DATE: 04-01-2021
SCALE: 1"=30'

SHEET 6
OF 6 SHEETS

GENERALIZED DEVELOPMENT PLAN - NARRATIVE

Applicant/Owner: All American Mobility, LLC
1273 Central Park Boulevard, Fredericksburg, VA 22401

(Applicant/Owner is hereafter known as the “Applicant”)

Representative: Molly K. Flurry, Esq., PARRISH SNEAD FRANKLIN SIMPSON, PLC
910 Princess Anne St., 2nd Floor, P.O. Box 7166,
Fredericksburg, Virginia 22404
Phone: 540-373-3500; Fax: 540-899-6394;
Email: flurry@parrishsnead.com

Project Name: “All American Mobility”

Property: Spotsylvania County Tax Parcel 35-A-119, consisting of approximately 2.36 acres, known as 10726 Courthouse Road (the “Property”)

Date: May 10, 2021

GDP: Generalized Development Plan, entitled “All American Mobility”, prepared by Sullivan, Donahoe & Ingalls, PC, dated April 1, 2021, attached hereto as Exhibit A (the “GDP”)

Rezoning Request: From R-1 to C-2

Rezoning File No.: R21-00____

1. Project Overview

The Applicant proposes rezoning the Property from the Residential 1 District (“R-1”) to the Commercial 2 District (“C-2”). Section 23-6.18.1 of the Spotsylvania County (the “County”) Zoning Ordinance states that the purpose of the C-2 district is to “provide for areas of general commercial activity in the county to meet local and regional commercial needs of the county at medium intensity.” The C-2 district allows a maximum floor area ratio of 0.70 and requires that fifteen (15) percent of the gross area be provided as landscaped open space.

The purpose of the proposed rezoning is to allow for the development of no more than 11,500 sq. ft. of retail, office or other commercial uses, all as shown on the GDP (the “Project”). The C-2 district includes retail sales establishments and offices, as well as certain other commercial uses as permitted uses. The proposed development has a FAR of 0.09, which is far below the maximum FAR for the C-2 district of 0.70.

All American Mobility, LLC is a local, veteran-owned senior mobility products and services company, which was founded in Fredericksburg in 2006 and currently leases a 2,750 square-foot showroom at 1273 Central Park Blvd. The new facility, which will be located in close proximity to the new veteran's healthcare center in the County, will allow the Applicant to relocate and expand to include a 5,000-square-foot interactive showroom as well as 5,000 sq. ft. of warehouse and receiving space.

This Project will allow the Applicant to have a much larger space filled with tangible, interactive displays of the products and services they currently offer, plus simulated bedrooms, bathrooms, walk-in showers, and lots of product displays to allow potential clients to experience the mobility products in a hands-on environment before they commit so they can have a better understanding and greater peace of mind about their investment. The new facility will also allow the company to "put everything under one roof" as well as streamline many of its current processes. The new location will also feature a guest lounge and space for dedicated walk-in service calls for maintenance on products like scooters and vehicle lifts. The move will also open up opportunities for a few new full-time positions, including a new in-house service technician dedicated for walk-in customers.

The GDP reflects approximately 1.08 acres of open space, which accounts for 46.6% of the Property. This greatly exceeds the 15% landscaped open space minimum required for the C-2 district. The open space will be used for buffering and stormwater facilities.

As described in more detail below under Section 3 of this narrative, the Applicant's proposal conforms to the policies established by the County's Comprehensive Plan dated November 14, 2013, as last updated July 28, 2020 (the "Comp Plan"). Furthermore, the proposal will result in minimal impacts on public facilities and services, and impacts, if any, related to roads, schools, public safety and parks will be offset through on-site improvements and cash proffers.

In addition, as described in more detail below, the Project will add jobs to the local economy and generate positive tax benefits to the County on an annual basis.

Because the Project will only generate 90 trips per day, a VDOT 527 transportation impact analysis is not required.

2. Project Location

The Project will be developed on one (1) parcel of land, totaling approximately 2.63 acres. The Project is situated in the Courtland magisterial district and the Courtland voting district. The Project is located along Courthouse Road, near the I-95 overpass, and is within the Airport Protection and Highway Corridor Overlay Districts. The Project is bordered on the North and East by a single-family residence, a vacant commercial parcel (also zoned C-2) and a vacant residential parcel of land. Immediately past these parcels is Interstate 95. To the South, the Project is bordered by Courthouse Road and across the street are commercial parcels (zoned C-2 and C-3), which include a church and a funeral home. To the West of the Project is a church and a residential parcel owned by the church (both zoned R-1), along with a small subdivision of single-family homes, known as "Rollingwood" (also zoned R-1). Further southwest along this section of Courthouse

Road are additional commercial uses, including Walgreens, a car wash, Wawa, retail sales, and a fast food restaurant. Further northeast along this section of Courthouse Road is Interstate 95 and on the other side of that are office, retail and car repair uses.

The Applicant's proposal is compatible with and will provide an appropriate transition between existing uses in the area, while enhancing the area's character. Further, a small commercial development provides an appropriate buffer between the existing commercial and residential uses. Additionally, the Applicant's proposal is in line with the purpose of the C-2 district which is to "provide for areas of general commercial activity in the county to meet local and regional commercial needs of the county at medium intensity."

2.1 Site Access

Access to the Project site will be provided via Courthouse Road. All site access locations are depicted on the GDP and they will be coordinated with the County and the Virginia Department of Transportation, as necessary.

2.2 Environmental Characteristics

To the extent practicable, the Project's design will minimize the impact to the natural topography and mature vegetation located on the Property. Based on a preliminary environmental assessment, there are no wetlands, streams or RPA on the site.

2.3 Cultural and Historic Resources

Based on a review of the Comp Plan, along with information from the Virginia Department of Historic Resources and the United States Department of the Interior, and our personal assessment after walking the Property and reviewing all features, Applicant does not believe the Property contains any identifiable cultural resources, including civil war era works or cemeteries. Additionally, the Property is not located in the County's Historic Overlay District.

3. Planning and Zoning

3.1 Zoning District and Ordinance

The Project Property is currently zoned Residential 1 (R-1). The surrounding parcels are zoned R-1, C-2 and C-3. The Property currently has access to water and sewer. Thus, by-right the Property could yield one (1) single-family detached dwelling unit.

3.2 Comprehensive Plan Analysis

The County's Comp Plan's Future Land Use Map classifies the Property as part of the "Commercial Land Use" designation. The Commercial Land Use category typically "consists of a variety of retail and office uses, examples of which include, but are not limited to: medical facilities, shopping centers, restaurants, automobile service, sales facilities, and similar uses." The Comp Plan guides future land use goals and encourages flexible, innovative land use planning

designs and uses which enhance good planning practices and generate positive benefits for the County. Not only is this Project consistent with the future land use, but due to the Property location and mix of surrounding land uses, we believe this proposal is consistent with those good planning practices and goals, and acts as a proper transitional development between the existing surrounding commercial and residential uses.

The Property is zoned R-1, which appears to be inconsistent with the other established uses along this corridor, and appears not to be the highest and best use for the Property. In this regard, across Courthouse Road are commercial parcels (zoned C-2 and C-3), which include a church and a funeral home. Further along this section of Courthouse Road are additional commercial uses, including Walgreens, a car wash, Wawa, retail sales, fast food restaurants, office, retail and car repair uses. A few surrounding parcels are zoned R-1, but those are further bordered by additional commercial uses along Courthouse Road and/or by Interstate 95.

The Comp Plan's Future Land Use Map establishes a Primary Development Boundary (the "PDB"). The Comp Plan states that public water and sewer will be provided to properties within the PDB. The Property is located within the PDB and will utilize public utilities.

The Project's proposed use furthers multiple objectives of the Comp Plan, including creating local jobs and being fiscally sustainable. Specifically, the Project addresses the following Guiding Principles and Policies of the Comp Plan:

A. Spotsylvania County is a "business friendly" community and local job creation is a priority.

1. Encourage business investment in the County and promote the relocation of federal and state agencies to the County, providing more opportunities for Spotsylvania County residents to work in the County

B. Spotsylvania County is fiscally sustainable.

2. Development projects seeking increased residential density and/or non-residential intensity should address impacts that are specifically attributable to the proposed development.

As noted above, the Comp Plan supports development that promotes job creation and benefits the economy. From an economic development perspective, the proposed rezoning will generate new jobs within the County, along with positive tax revenues. Thus, the development will promote the County's economic goals.

The Project also meets the following Commercial Land Use Policies outlined in the Comp Plan:

3. Sidewalks and paths between commercial and office buildings and through parking lots should be provided to ensure safe pedestrian routes and, when possible, connect to FRED bus routes.

Project will provide a sidewalk system along the front of the Property, through the parking lot and around the building, all as shown on the GDP. This also helps to further the Trailways Master Plan vision of sidewalks along this section of Courthouse Road.

6. Encourage the retention and expansion of existing business operations, as well as the attraction of new businesses and investment.

Project will attract a new business from a surrounding locality, who will then invest in the County's economy, as shown below.

For purposes of the above and this application, (i) the proposed Project is already compatible with the existing uses in the area, providing an appropriate transition and (ii) as you will note below, has positive fiscal benefits to the County. Further, the Project intends to mitigate any impact on existing residences by the use of appropriate buffering.

The County's Transportation Plan seeks to maintain an efficient transportation system using available and expected resources, while maintaining functional and effective transportation systems that keep pace with future growth. Policies include (1) maintaining acceptable levels of service on public roads; and (2) ensuring that new development does not degrade levels of service. The Project aligns with the County's transportation goals, as it will not further degrade the current transportation level of services.

The County's Thoroughfare Plan includes a project along Courthouse Road between Jefferson Davis Highway and Smith Station Road, which will widen the road from four to six lanes. The Project will improve Courthouse Road in this area by adding a westbound right taper lane into the Property. Roads constructed within the Project will be private and the expected daily trips will not degrade the level of services at applicable intersections.

The Applicant's proposal to develop no more than 11,500 sq. ft. of retail, office or other commercial uses is in line with the Comp Plan. Thus, we believe the Comp Plan's future land use policies support the proposed use of no more than 11,500 sq. ft. of retail, office or other commercial uses at this location, all as provided above.

3.3 Community Meeting

As part of the rezoning application process, Applicant attended a virtual Pre-Application meeting with Spotsylvania County Staff on October 1, 2020. Due to the ongoing Covid-19 pandemic, the Applicant was not able to host a Community Meeting for the Project. In lieu of a meeting, Applicant sent out informational letters with resources on April 9, 2021 to introduce the Project and encourage discussion about the Project with surrounding property owners. Exhibit B attached hereto provides a list of surrounding property owners who were sent the above-referenced letter.

4. Construction

Applicant anticipates close collaboration with the County during the permitting process to identify and manage environmental conditions and design criteria specific to the Project. Through the permitting process, Applicant will implement all required mitigation measures and Best Management Practices (BMPs) as determined by Spotsylvania County and regulatory agencies.

Construction is anticipated to begin in the Fall/Winter of 2021 and we believe the Project will be constructed within two years of any rezoning approval, subject to market conditions. Phasing of this Project is not anticipated at this time.

4.1 Site Preparation

The Property has an existing dwelling, which will be removed prior to construction. The rest of the site is currently undeveloped, but has been subject to previous land disturbance. Construction of the Project would begin with initial clearing and grading as necessary. Access to the Project site would be improved to meet current VDOT access management standards. The Property will be prepared for construction with appropriate perimeter controls and downstream erosion and sediment control features as approved by the County. Once approved for clearing, the site will be prepared to suit construction of the building and other improvements including the storm drainage, stormwater management, utility connections, parking areas, and frontage improvements. Upon completion of the improvements associated with the Project, the site will be permanently stabilized and the erosion and sediment control features removed, as permitted by the County. The improvements within the Courthouse Road right-of-way will be subject to the approval of VDOT and the stormwater management facility will be subject to an as-built and certification by an Engineer for approval by the County.

4.2 Construction Workforce

Our goal is to retain a local, on-site workforce, which will consist of various skilled trades, supervisory personnel, support personnel, and construction management personnel.

5. Public Facilities

5.1 Fire and Rescue

The proposal will have minimal impact on the County's fire and rescue facilities. The proposed driveway and building setbacks will allow for adequate travel space within the Project for emergency access to the improvements. Fire and Rescue Station 4, located 1.4 miles northeast of this site, will provide the Property with necessary emergency services.

5.2 Schools

The Property is located within the Courthouse Road Elementary, Battlefield Middle and Courtland High school districts. The Project will have no impact on schools.

5.3 Parks, Buffers and Open Space

Approximately 46.6% of the Property will be maintained as open space. The open space will be used for buffering along many of the property lines, as well as stormwater management. The Project will not have any impact on park facilities.

All buffers, landscaping, and setbacks will be as generally provided on the GDP and will conform

to the applicable Zoning Ordinance requirements.

5.4 Water & Sewer

The Property will be serviced by the existing 8" sewer line and the existing 16" water main, both located along Courthouse Road, as shown on the GDP.

5.5 Transportation

The Property abuts Courthouse Road, which is a four (4) lane public road classified as a minor arterial road. Access to the Property will be provided from Courthouse Road.

The Project will generate 90 vehicle trips on a daily basis, including 23 vehicle trips during the a.m. peak hour and 38 vehicle trips during the p.m. peak hour. Neither a full County traffic impact analysis nor VDOT 527 analysis is required for this Project as it is projected to cause minimal impacts based on VDOT traffic generating models.

6. Housing

Impacts on existing residences in the vicinity of the Property will be mitigated through appropriate buffering, as depicted on the GDP.

7. Fiscal Impact

Currently, the total assessment on the Property is \$188,100. The estimated cost of the new building is expected to be over \$1.5 million, which will greatly increase the assessed value and therefore, the annual real property tax paid to the County.

The Project will necessitate the need for approximately \$100,000 in new machinery and equipment, in addition to the current equipment and vehicles (currently there are ten vehicles) being moved into the County. Annual business personal property tax would be paid to the County for all this machinery, equipment and vehicles. Also, the Project will generate business license tax revenue for the County annually.

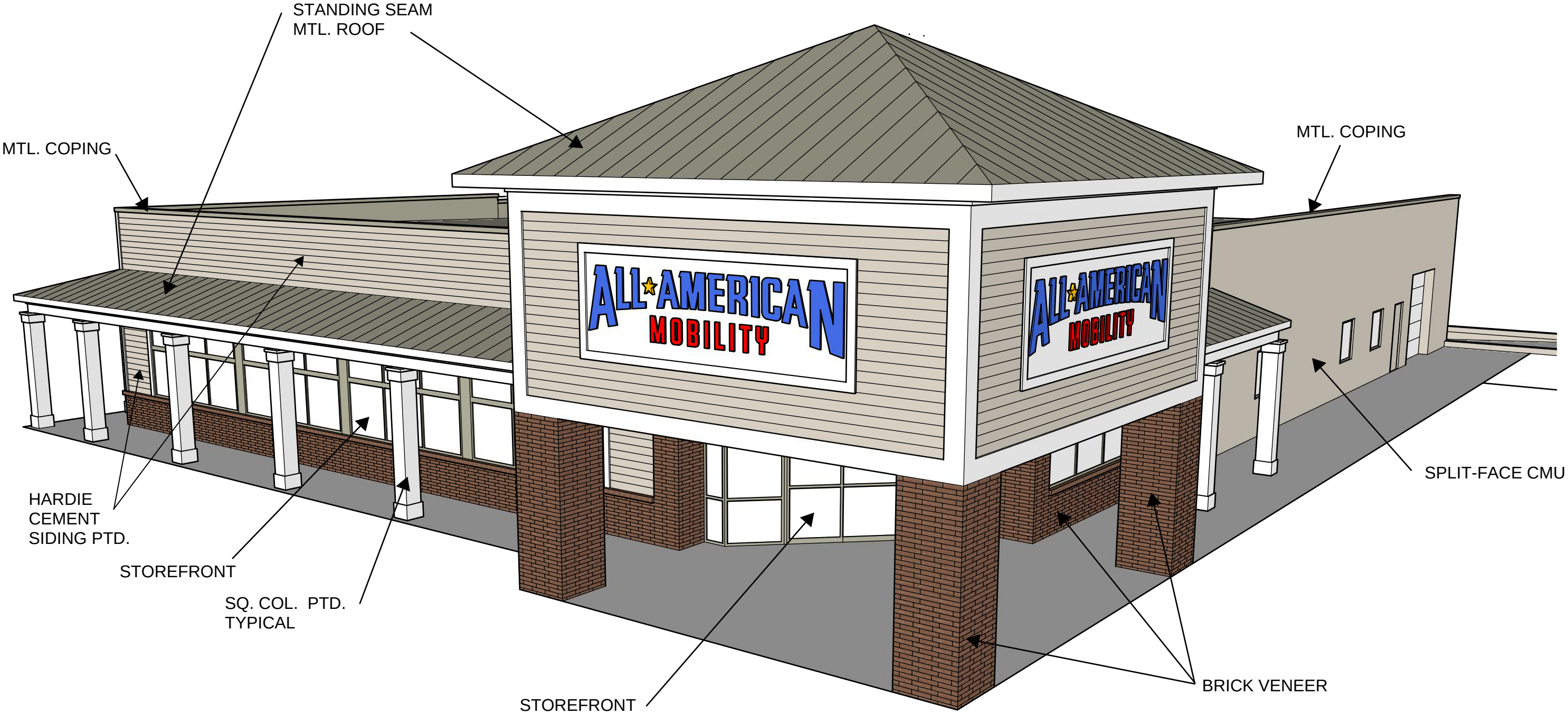
The Project will lead to the creation of approximately two new jobs, in addition to the ten existing jobs, which will be moved to the County.

EXHIBIT A

Generalized Development Plan

EXHIBIT B

Notice Letter Mailing List



STANDING SEAM
MTL. ROOF

MTL. COPING

MTL. COPING

ALL-AMERICAN
MOBILITY

ALL-AMERICAN
MOBILITY

HARDIE
CEMENT
SIDING PTD.

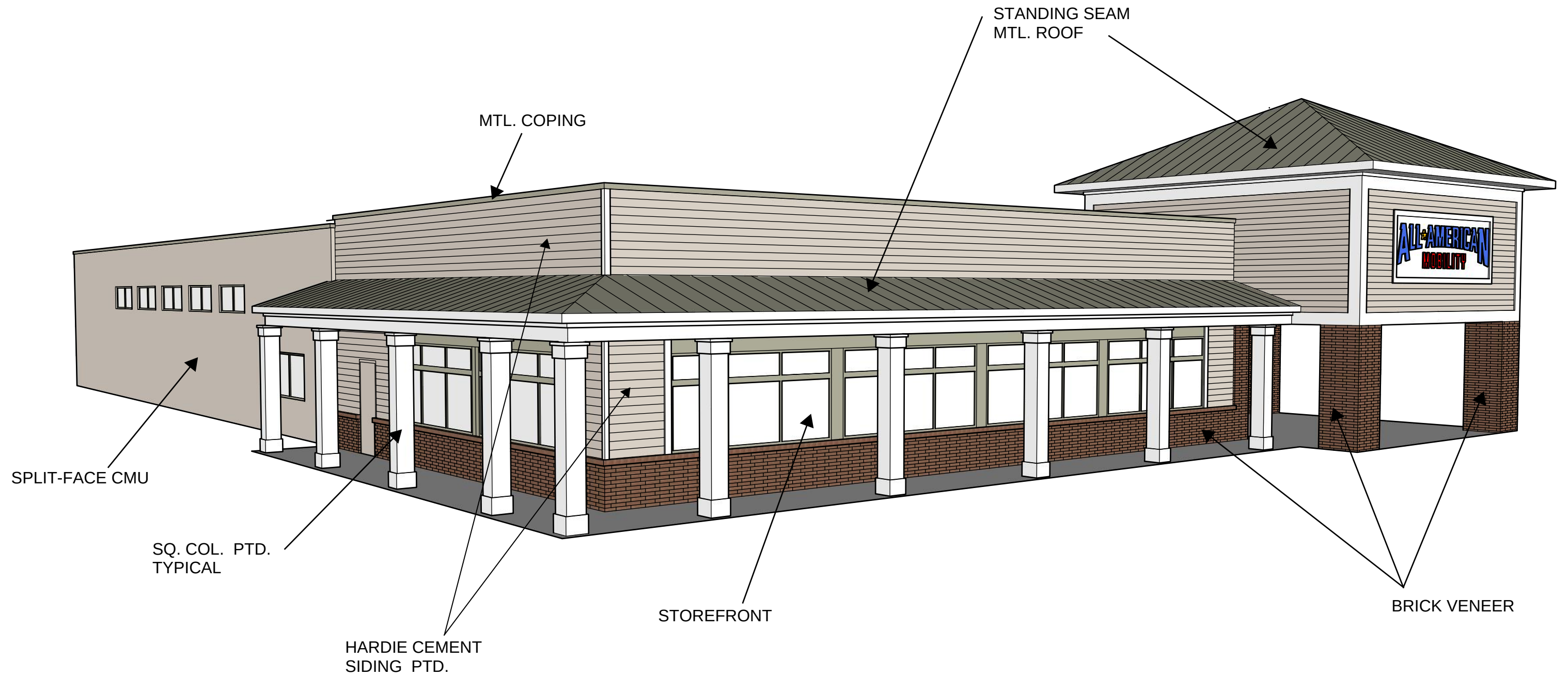
STOREFRONT

SQ. COL. PTD.
TYPICAL

STOREFRONT

SPLIT-FACE CMU

BRICK VENEER



At a meeting of the Spotsylvania County Board of Supervisors held on June 14, 2022 on a motion by _____ and passed _____, the Board adopts the following ordinance:

AN ORDINANCE No. RO21-0009

To amend the zoning map to rezone one parcel consisting of approximately 2.36 acres from Residential 1 (R-1) to Commercial 2 (C-2) with proffers.

PUBLIC HEARING: June 14, 2022

WHEREAS, All American Mobility, LLC: Requests a rezoning of approximately 2.36 acres from Residential 1 (R-1) to Commercial 2 (C-2) with proffers to allow for the development of a retail, office or other commercial use. The property is located at 10726 Courthouse Road on the north side of Courthouse Road (Route 208) approximately 321 feet east of the intersection Courthouse Road (Route 208) and Rollingwood Drive (Route 711). The property is located within the Primary Development Boundary. The property is identified for Commercial development on the Future Land Use Map of the Comprehensive Plan. Tax Parcel 35-A-119. Courtland Voting District; and

WHEREAS, staff has reviewed the subject application and recommends approval of the rezoning as stated in the staff report and executive summary; and

WHEREAS, the Spotsylvania County Planning Commission held a public hearing on May 4, 2022, duly advertised in a local newspaper for a period of two weeks, and interested citizens were given an opportunity to be heard; and

WHEREAS, on May 4, 2022 the Spotsylvania County Planning Commission recommended approval of the project, with proffers at the public hearing with a vote of 6-1; and

WHEREAS, the Spotsylvania County Board of Supervisors held a public hearing on June 14, 2022, duly advertised in a local newspaper for a period of two weeks, and interested citizens were given an opportunity to be heard; and

WHEREAS, the general welfare and good zoning practice are served by approval of the rezoning application.

NOW, THEREFORE, THE SPOTSYLVANIA COUNTY BOARD OF SUPERVISORS

HEREBY ORDAINS:

§ 1. That the property known as Tax Parcel 35-A-119 currently zoned Residential 1 (R-1) is rezoned to Commercial 2 (C-2) with the proffered conditions.

§ 2. The Spotsylvania County Board of Supervisors' approval and adoption of any conditions does not relieve the applicant and/or subsequent owners from compliance with the provisions of any applicable Spotsylvania County Ordinances, rules, regulations, or adopted standards. To the extent, anything in this rezoning is less restrictive than the County's Ordinances, or its rules, regulations, or adopted standards, the lessened restriction shall be void and the County's Ordinances, or its rules, regulations, or adopted standards shall control and be applicable to the rezoning.

§ 3. This ordinance shall be in force and effect upon adoption.

AYES: _____ NOES: _____ ABSTAIN: _____

ADOPTED: _____ REJECTED: _____ STRICKEN: _____

DRAFT DENIAL

At a meeting of the Spotsylvania County Board of Supervisors held on June 14, 2022 on a motion by _____, seconded by _____ and passed _____, the Board adopted the following resolution:

RESOLUTION NO. 2022-_____

Denial – RO21-0009

WHEREAS, All American Mobility, LLC: Requests a rezoning of approximately 2.36 acres from Residential 1 (R-1) to Commercial 2 (C-2) with proffers to allow for the development of a retail, office or other commercial use. The property is located at 10726 Courthouse Road on the north side of Courthouse Road (Route 208) approximately 321 feet east of the intersection Courthouse Road (Route 208) and Rollingwood Drive (Route 711). The property is located within the Primary Development Boundary. The property is identified for Commercial development on the Future Land Use Map of the Comprehensive Plan. Tax Parcel 35-A-119. Courtland Voting District; and

WHEREAS, staff has reviewed the subject application and recommends approval of the rezoning as stated in the staff report and executive summary; and

WHEREAS, the Spotsylvania County Planning Commission held a public hearing on May 4, 2022, duly advertised in a local newspaper for a period of two weeks, and interested citizens were given an opportunity to be heard; and

WHEREAS, on May 4, 2022 the Spotsylvania County Planning Commission recommended approval of the project, with proffers at the public hearing with a vote of 6-1; and

WHEREAS, the Spotsylvania County Board of Supervisors held a public hearing on June 14, 2022, duly advertised in a local newspaper for a period of two weeks, and interested citizens were given an opportunity to be heard; and

WHEREAS, the general welfare and good zoning practice are served by denial of the rezoning application.

NOW, THEREFORE, BE IT RESOLVED that the Spotsylvania County Board of Supervisors does hereby deny rezoning application RO21-0009.

(SEAL)

A COPY TESTE: _____

Aimee Mann

Deputy Clerk to the Board of Supervisors

Spotsylvania County Planning Commission

Board Room, Holbert Building - 9104 Courthouse Road, Spotsylvania VA 22553

MINUTES: May 4, 2022

Call to Order: Mr. Childress called the meeting to order at 6:00 p.m.

Members Present:

Scott Phelps	Lee Hill
Jennifer Maddox	Berkeley
Dr. Raymond Bell	Salem
Gerald Childress	Chancellor
Travis Bullock	Battlefield
Debbie Fregoso	Livingston

Members Absent: Richard Thompson Courtland

Staff Present: Paulette Mann, Planning Commission Secretary
B. Leon Hughes, AICP, Director of Planning & Zoning
Alexandra Spaulding, Senior Assistant County Attorney
Mohamed Benomar, Associate Transportation Planner

Announcements: Mr. Hughes updated the Commission on upcoming cases, what is on the TRC agendas and community meetings.

Reports of Standing Committees: None

Review and Approval of Minutes:

April 6, 2022 Minutes

Motion and vote: Ms. Maddox made a motion, seconded by Mr. Childress to approve the minutes of April 6, 2022. The motion passed 6-0.

Unfinished Business: None

Public Hearing(s):

R21-0009 All American Mobility, LLC: Requests a rezoning of approximately 2.36 acres from Residential 1 (R-1) to Commercial 2 (C-2) with proffers to allow for the development of a retail, office or other commercial use. The property is located at 10726 Courthouse Road on the north side of Courthouse Road (Route 208) approximately 321 feet east of the intersection Courthouse Road (Route 208) and Rollingwood Drive (Route 711). The property is located within the Primary Development Boundary. The property is identified for Commercial development on the Future Land Use Map of the Comprehensive Plan. Tax Parcel 35-A-119. Courtland Voting District.

Mr. Childress opened the public hearing.

Mr. Hughes presented the case. He mentioned that there would be a clerical change to correct the potential total square footage in the proffer document prior to moving to the Board of Supervisors. The project site is located on the north side of Courthouse Road (Route 208) approximately 321 feet east of the intersection of Courthouse Road (Route 208) and Rollingwood Drive (Route 711). The adjacent properties immediately to the east are zoned Residential 1(R-1) and Commercial 2(C-2) with Interstate I-95 forming the boundary of the adjacent C-2 zoned parcel. Both parcels currently have occupied single-family detached dwellings with several out buildings on the parcels. The adjacent parcel zoned R-1 is approximately .6 acres and the adjacent C-2 parcel is approximately 3.83 acres. The Eastland Methodist Church is immediately adjacent to the west on an approximately 2.7 acre parcel that is zoned R-1. The subject parcel is a linear shape approximately 2.36 acres extending north. There are residential uses that range from .5 to 1 acre in size zoned Residential 1, R-1 adjacent on the north and west and sides of the subject parcel. There are mature trees and vegetation on the subject parcel that provide screening to the adjacent residential uses to the north and west. The adjacent residential parcels are accessed via Rollingwood Drive and Phyllis Lane. The parcels with the residential uses are designated on the Future Land Use Map as Low Density Residential while the area fronting along Courthouse Road is designated as Commercial. There was a rezoning application filed on the subject parcel for a car sales use that was denied in May of 2017. Commercial land uses are the dominant development pattern along this segment of Courthouse Road and the Comprehensive Plan anticipates the north side of the corridor will transition to commercial uses.

Transportation Analysis – This stretch of Rt. 208 is classified as a minor arterial and has a 40 mph speed limit and had a 2019 VDOT Traffic Count of 41,000 vehicles per day. This stretch of Rt. 208 is also a high accident area and has an unusually high number of fatal and injured crashes in the vicinity of the Rt. 208/Southpoint Pkwy/Rollingwood intersection. There is a funded Smart Scale project to make this intersection safer which is scheduled for completion by 2026. The applicant's Turn Lane warrant analysis indicated the project's traffic volume requires a right turn taper and is on the cusp of requiring a full right turn lane with a taper. The applicant's TIS indicates that the site will produce 90 vehicles per day and that the highest percentage of traffic will be in the PM Peak traffic hour with 38 vehicles entering and exiting the site. The AM Peak traffic hour will have 23 vehicles entering and exiting the site. Rt. 208 Westbound operates at Level of Service (LOS) E for 2021 based on a recent VDOT study conducted for the Smart Scale project. When the Smart Scale project is completed, LOS for Westbound Rt. 208 is projected to improve from E to D. The amount of traffic from the site is not significant enough to change the LOS for Rt. 208 since the 2019 VDOT traffic count estimate is 2,003 for WB Rt. 208 and the site would only increase this by about 1.9% to 2,041 during the PM peak hour. As a result, WB Rt. 208 would continue to operate at LOS E when the site opens in 2023 and would improve to LOS D when the Smart Scale project is completed in 2026.

Mr. Hughes discussed the following findings:

In Favor:

- A. The proposed project is appropriately located in the Primary Development Boundary of the County, is consistent with the existing development pattern of the corridor and is consistent with the Future Land Use goals identified in the Comprehensive Plan.
- B. The applicant has proffered installation of a right turn taper along Courthouse Road.
- C. The additional traffic will have minimal impact on the transportation network.
- D. The project will increase the commercial tax base of the County.

Against:

- A. The TIS submitted by the applicant indicates the majority of the vehicle trips will be during the PM peak traffic hours.
- B. The project will increase vehicle trips into the Rollingwood/Southpoint Parkway intersection.

Mr. Hughes explained the proposal is consistent with the existing commercial development patterns in the area and adds to the commercial tax base of the County. The proposal is consistent with County's Land Use and Comprehensive Plan goals and policies. The applicant's proffers do prohibit thirty-nine Commercial 2, C-2 uses that may not be compatible with the neighborhood and the adjacent residential uses. The applicant's GDP commits to vegetative screening adjacent to the residential uses and considers future development with a commitment to an interparcel connection to the adjacent C-2 zoned parcel to the east. Based on the findings in favor staff recommends approval of R21-0009 with the proffers dated October 14, 2021 to be amended prior to the Board of Supervisors meeting to correct the potential total square footage of the building noted in the proffer statement.

Mr. Bullock inquired about the Smart Scale project and when it would be completed.

Mr. Benomar stated it is slated to be complete in 2026.

Mr. Phelps inquired about the intended hours of operation.

Mr. Hawkins stated the hours would be 7:30- 5 p.m. with the peak volume being 9-12 a.m.

Applicant, Molly Flurry: She stated her client has been in business since 2006, located in Central Park. Her client would like to relocate to Spotsylvania County, closer to the new VA Medical Center. The new location will have an interactive showroom and create additional jobs in the County. The request is Comp Plan compliant.

Mr. Keith Oster, Project Engineer: He stated the use is a continuation of C-3 and respects the future Smart Scale project. Sufficient parking has been added should the use change in the future. Most of the business is earlier than peak hours. The building mass was designed to be respectful of the surrounding residential uses.

Mr. Bullock inquired when deliveries would be made by 18 wheelers.

Mr. Hawkins stated prior to closing at 5 p.m.

Speaking in favor or opposition:

Art Williams, Rollingwood Drive: He stated he is not opposed to the development but does have concerns about the runoff that may be caused by additional asphalt and that the property grade drains to his property. He also expressed concerns about ingress/egress. He suggested the turn lane should be longer. He further discussed concerns about light pollution and thanked the applicant for speaking to the neighbors before submitting his application.

Mr. Oster stated that the drainage will be handled and that is something he is very passionate about when he designs plans. The Smart Scale project will increase the capacity and the applicant will be using dark sky lighting.

Mr. Childress closed the public hearing.

Ms. Maddox inquired about the Smart Scale project and the turn lane.

Mr. Hughes state that the warrants for the right turn lane were just under so therefore the taper is appropriate.

Mr. Hawkins stated that they usually only have 4-5 appointments per day and is not opposed to making the entrance safer. He stated that they are providing what has been asked of them.

Ms. Fregoso inquired about deliveries and when they would occur.

Mr. Hawkins stated that 9 a.m. would be the earliest but most are made between the hours of 9-2.

There was additional discussion about drainage.

Mr. Oster stated he will assure the Commission that it would control the 10 year storm and the 100 year storm. He stated that the entrance will be a third turn lane and serves as a turn lane to Rollingwood Drive.

Mr. Hughes stated that the stormwater review will occur at the time of site plan.

Motion and vote: Ms. maddox made a motion, seconded by Ms. Bullock to approve the rezoning with the amended proffers. The motion passed 6-0.

Public Comment: None

New Business: None

Adjournment

Motion and vote: On a motion by Ms. Maddox, seconded by Mr. Childress, the Commission

voted to adjourn. The motion passed 6-0.

The meeting adjourned at 6:25 p.m.

Approved May 18, 2022

Paulette L. Mann, Commission Secretary

R21-0009

*Applicant: All American Mobility
Courtland District*

Board of Supervisors Public Hearing

June 14, 2022

B. Leon Hughes, AICP
Director of Planning and Zoning



R21-0009

*All American Mobility
Courtland District*

Request

- Requests a rezoning of approximately 2.36 acres from Residential 1 (R-1) to Commercial 2 (C-2) with proffers to allow for the development of a retail, office or other commercial use.

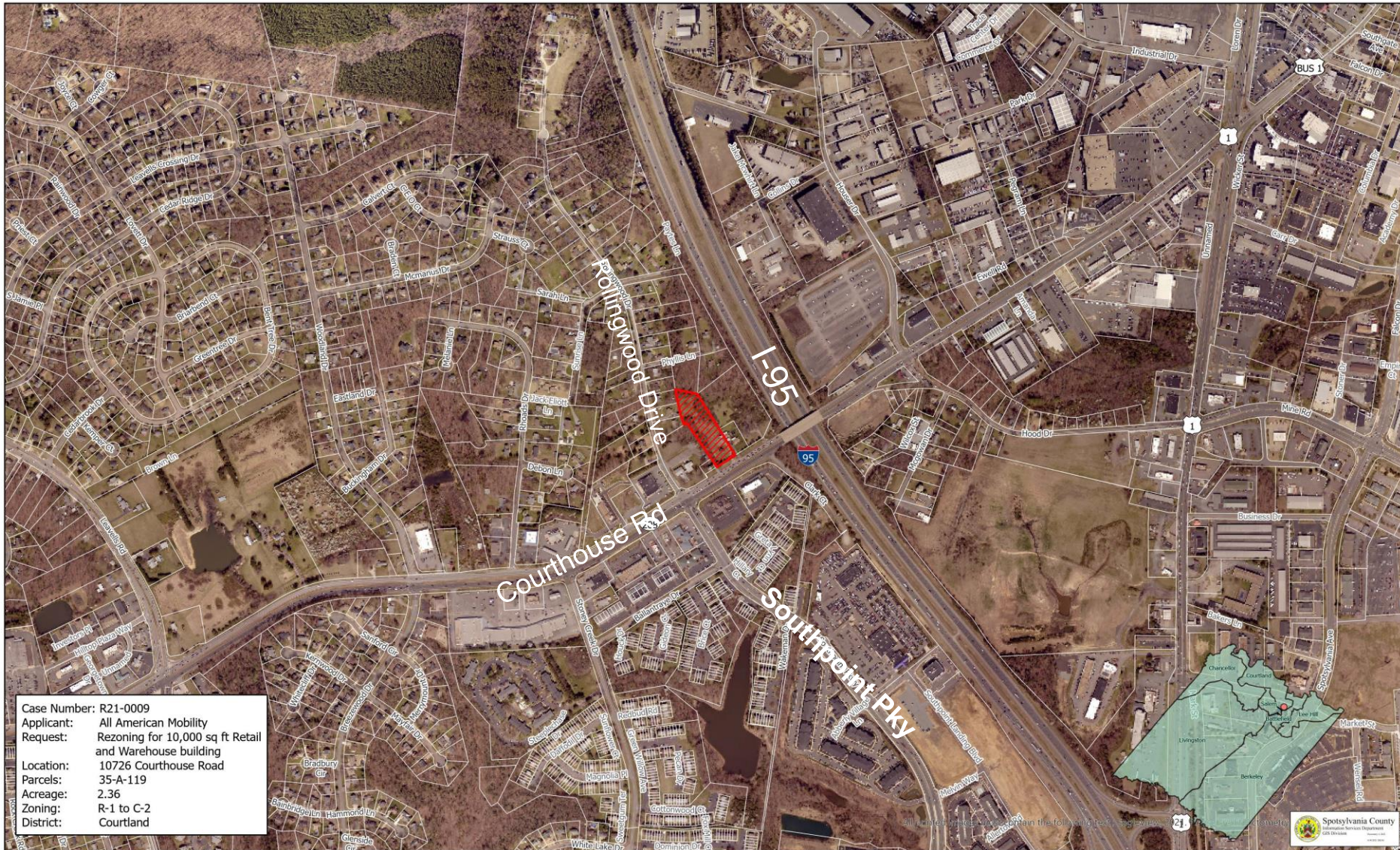
R21-0009

*All American Mobility
Courtland District*

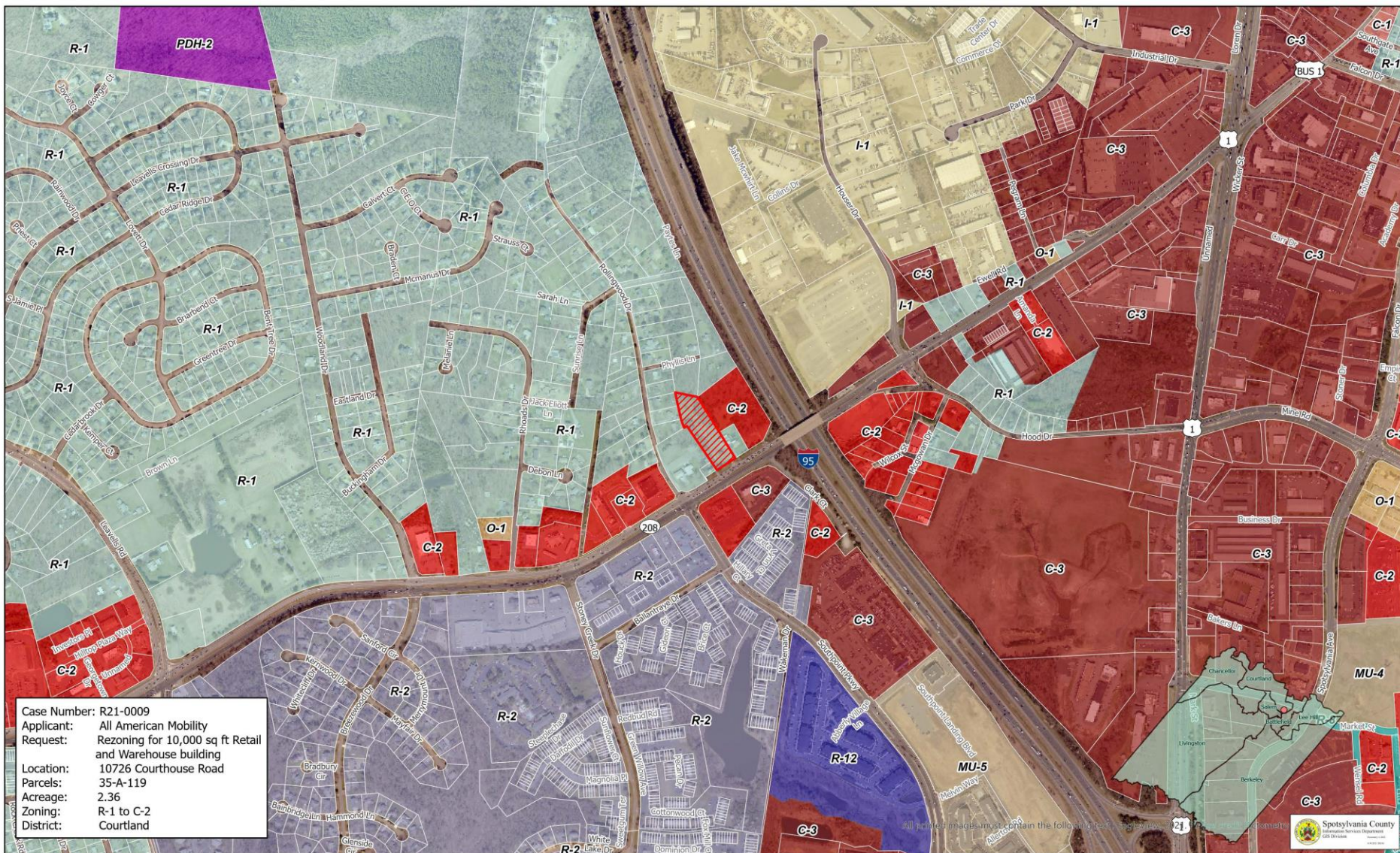
Recommendation

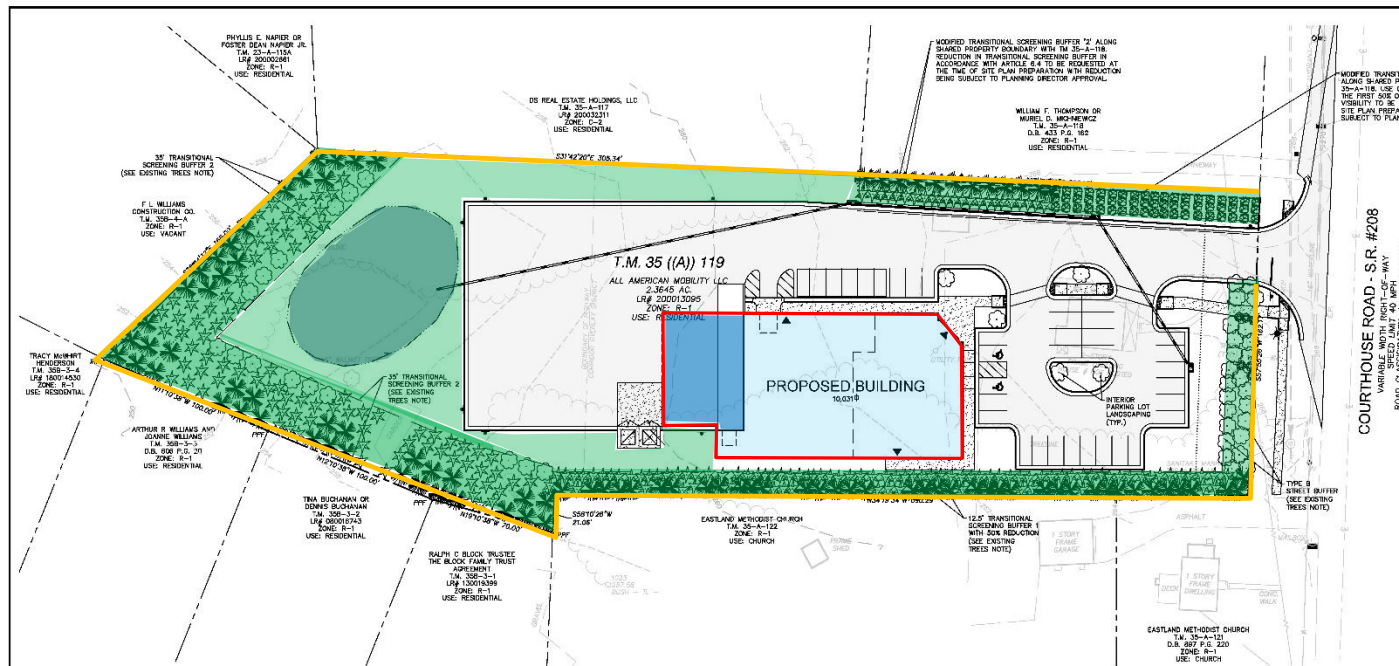
- The Planning Commission recommends approval with the revised proffers dated May 5, 2022.











GROSS SITE AREA = 103,000 SF
BUILDING AREA = 10,000 SF
ADJUSTED GROSS SITE AREA = 93,000 SF
MINIMUM CANOPY COVERAGE = 10% = 9,300 SF

CODE	QUANTITY	SIZE	TR
LDT	45	1"	2
LET	106	6'	1
MET	220	8"	5
U	6	6'	1

SPOTSYLVANIA COUNTY REQUIREMENTS FOR INTERIOR PARKING LOT LANDSCAPING

PARKING AREA: 18,056 SF
REQUIRED PLANTINGS: 18,056 SF X 5% = 953 SF
5 LARGE SHADE TREES

CODE	QUANTITY	SIZE	20 YR TREE COVER	SPACING
LDT	5	1"	225/EA	N/A

SPOTSYLVANIA COUNTY REQUIREMENTS FOR TYPE B STREET BUFFER (15')
 • 2.4 CANOPY (LARGE DECIDUOUS) TREES PER 100 LF

0.6 UNDERSTORY TREES PER 100 LF

LENGTH OF BUFFER: 103 LF

REQUIRED PLANTINGS: $10.3 \times 2.4 = 25$ LARGE DECIDUOUS TREES
 $10.3 \times 0.6 = 6$ UNDERSTORY TREES

CODE	QUANTITY	SIZE
LDT	25	1"
..	*	1"

SPOTSYLVANIA COUNTY REQUIREMENTS FOR TRANSITIONAL SCREENING BUFFER 1

- 1 LARGE EVERGREEN TREE FOR EVERY 10 LF
- 1 MEDIUM EVERGREEN TREE FOR EVERY 5 LF

- REQUIRED PLANTINGS: 225 LF/10' = 23 LARGE EVERGREEN TREES
225 LF/5' = 46 MEDIUM EVERGREEN TREES

CODE	QUANTITY	SIZE	SPACING
LET	23	6'	N/A

REQUIRED PLANTINGS: 390 LF/10' = 39 LARGE EVERGREEN TREES
390 LF/5' = 78 MEDIUM EVERGREEN TREES

CODE	QUANTITY	SIZE	SPACING
LET	30	6"	N/A
SAP	00	0"	N/A

SPOTSYLVANIA COUNTY REQUIREMENTS FOR TRANSITIONAL SCREENING BUFFER 2

- 1 LARGE EVERGREEN TREE FOR EVERY 10 LF
- 1 MEDIUM EVERGREEN TREE FOR EVERY 5 LF
- 1 LARGE DECIDUOUS TREE FOR EVERY 30 LF

- REQUIRED PLANTINGS: 436 LF/10' = 44 LARGE EVERGREEN TREES
436 LF/5' = 88 MEDIUM EVERGREEN TREES

436 LF/30' = 15 LARGE DECIDUOUS TREES

PROVIDED PLANTINGS:

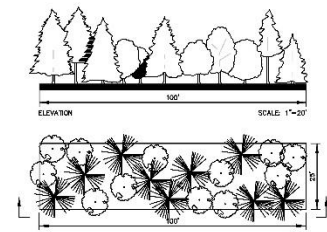
CODE	QUANTITY	SIZE	SPACING
------	----------	------	---------

LET	44	6'	N/A
MET	68	6"	N/A
LDT	15	1"	N/A
TOTAL PLANTINGS: 147			



 LARGE DECIDUOUS TREE (LDT)
 LARGE EVERGREEN TREE (LET)
 MEDIUM EVERGREEN TREE (MET)
 UNDERSTORY TREE (U)
 SHRUB (S)

EXISTING TREES WITHIN THE PROPOSED LANDSCAPING AREAS SHALL ONLY BE REMOVED AS NECESSARY TO ACCOMMODATE CONSTRUCTION. LIMITS OF CLEARING TO BE DEFINED IN FINAL SITE PLAN.

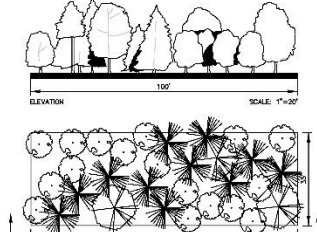


Transitional screening 1 well consist of: of an unbroken strip of open space a minimum of 25 feet wide and planted with:

- (1) One large evergreen tree with an ultimate height of 40 feet or greater every 10 linear feet, plus one medium evergreen tree with an ultimate height of 20 to 40 feet for every 5 linear feet.

Or

- (2) With approval of the director, one large evergreen tree with an ultimate height of 50 feet or greater for every 10 linear feet, plus one medium evergreen tree with an ultimate height



and planted with:

(1) One large evergreen tree with an ultimate height of 40 feet or greater every 10 linear feet, plus one medium evergreen tree with an ultimate height of 20 to 40 feet for every 5 linear feet, plus one large deciduous tree with an ultimate height of 50 feet or greater for each 30 linear feet. Or

(2) With approval of the director, one large evergreen tree with an ultimate height of 50 feet or greater for every 15 linear feet, plus one medium evergreen tree with an ultimate height of 20 to 40 feet for every 5 linear feet, plus one small deciduous tree with an ultimate height of 20 feet or less for every 15 linear feet.

1 BUFFER YARD - BUFFER 'B'

N.T.S.

TRANSITIONAL SCREENING 1

N.T.S.

TRANSITIONAL SCREENING 2

N.T.S.

R21-0009

*All American Mobility
Courtland District*

Transportation Analysis

- The project will generate 90 additional daily trips
- Level of service will not change
- VDOT and County Transportation Staff found:
 - ❖ The additional trips generated will not negatively impact the network.



R21-0009

*All American Mobility
Courtland District*

Comprehensive Plan Analysis

The project is consistent with the goals of the
Comprehensive Plan



R21-0009

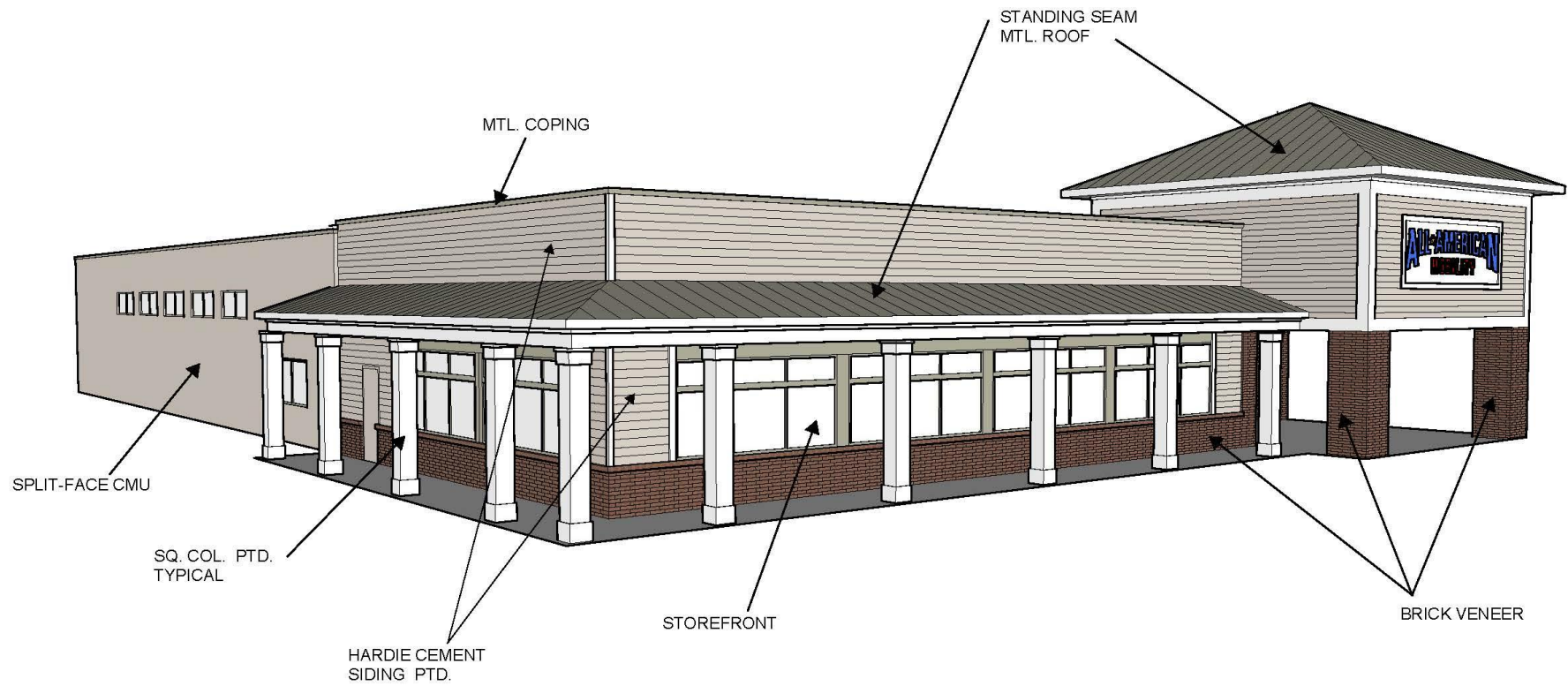
*All American Mobility
Courtland District*

Applicant's Proffers:

- **Generalized Development Plan Conformance**
- **Limits on Land Uses**
- **Transportation**







R21-0009

*All American Mobility
Courtland District*

Findings In Favor:

- The proposed project is appropriately located in the Primary Development Boundary of the County and is consistent with the Future Land Use goals identified in the Comprehensive Plan.
- The proposed project is consistent with the existing development pattern.
- The additional traffic will have minimal impact on the transportation network.
- At build out the project will have a positive annual fiscal benefit.



R21-0009

*All American Mobility
Courtland District*

Findings Against:

- The majority of the vehicle trips will be in the PM Peak.
- The project will increase the number of vehicle trips into the Rollingwood/Southpoint Pkwy intersection.



R21-0009

*All American Mobility
Courtland District*

Recommendation

Based on the finding in favor staff recommends approval of RO21-0009 with the proffers dated May 5, 2022.



R21-0009

Applicant: All American Mobility
Courtland District

Board of Supervisors Public Hearing

June 14, 2022

B. Leon Hughes, AICP
Director of Planning and Zoning



PUBLIC NOTICE

The Spotsylvania County Board of Supervisors will hold a public hearing at 6:30 p.m. on Tuesday, June 14, 2022, in the Board of Supervisors Meeting Room in the R. E. Holbert Memorial Building, 9104 Courthouse Road, Spotsylvania, Va. 22553, to consider the following:

REZONING(S):

R21-0009 All American Mobility, LLC: Requests a rezoning of approximately 2.36 acres from Residential 1 (R-1) to Commercial 2 (C-2) with proffers to allow for the development of a retail, office or other commercial use. The property is located at 10726 Courthouse Road on the north side of Courthouse Road (Route 208) approximately 321 feet east of the intersection Courthouse Road (Route 208) and Rollingwood Drive (Route 711). The property is located within the Primary Development Boundary. The property is identified for Commercial development on the Future Land Use Map of the Comprehensive Plan. Tax Parcel 35-A-119. Courtland Voting District.

Additional information is on file with the Planning and Zoning Department, located at 9019 Old Battlefield Blvd, 1st Floor, Spotsylvania, Virginia 22553, and may be inspected between 8:00 a.m. and 4:30 p.m., Monday through Friday. Please call ahead to (540) 507-7434 to arrange a time to view the materials. Additionally, the agenda materials will be available online as part of the agenda for this meeting, which will be available here:

<https://spotsylvania.novusagenda.com/agendapublic/>.

Persons interested may appear and present their views at the public hearing described above. Any public hearing cases, including any ordinances as applicable, are on file and available in the Planning Department, located at 9019 Old Battlefield Blvd, 1st Floor, Spotsylvania, Virginia, 22553; (540) 507-7434, and may be inspected between 8:00 a.m. and 4:30 p.m., Monday through Friday. The Board of Supervisors encourages the participation of all interested County citizens. For those with special needs, please notify the Office of the County Administrator of any accommodations you may require at least five days before the meeting you wish to attend.

BY ORDER OF THE SPOTSYLVANIA COUNTY BOARD OF SUPERVISORS

ED PETROVITCH, COUNTY ADMINISTRATOR

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

Meeting Date:	June 14, 2022
Title:	Public Hearing – To Consider the Condemnation of Property at Tax Map No. 23Q-1-C for the Construction of a 16” Waterline on Salem Church Road

Type:	Action, Resolution, Public Hearing, Power Point Presentation
Agenda Title:	Public Hearing – To Consider the Condemnation of Property at Tax Map No. 23Q-1-C for the Construction of a 16” Waterline on Salem Church Road
Recommendation:	Staff recommends that the Board of Supervisors conduct a Public Hearing to consider the condemnation of property at Tax Map No. 23Q-1-C for the installation of a 16” water main. The condemnation will comprise of 2,219 square foot variable temporary easement and 70 square foot permanent utility easement.
Summary:	The condemnation of the easements are necessary for the installation of the 16” water main along Salem Church Rd. This project is part of the Utilities Master Plan to deliver water flow to the eastern side of the County and not sacrifice water delivery to other areas of the County.
Financial Impact:	N/A
Staff Contacts:	Ben Loveday, Assistant County Administrator Ronnie Baker, Jr., Engineer
Legal Counsel:	William Moore, Jr., Senior Assistant County Attorney
Additional Background/Other Considerations:	The proposed deed of easement has been approved as to form by the County Attorney’s office.
Consequence of Denial/Inaction:	If denied, the Utilities Department will not be able to deliver water efficiently to the eastern portion of the County and other areas of the County will not have the

optimal water flow to serve our customers.

ATTACHMENTS:

File Name	Description	Type
Exhibit_A1_Deed_TM_23Q-1-C_Approved_as_to_Form.docx	Deed of Easement	Backup Material
Exhibit_A__Plat_TM_23Q-1-C_Signed.pdf	Plat of Proposed Easement	Plat
Notice_of_PH_Tear_Sheet_TM_23Q-1-C_May31_2022_Ad#3785357.pdf	Public Hearing Notice	Backup Material
Pubic_Hearing_Presentation_TM_23Q-1-C_June_14_2022.pptx	Powerpoint Presentation	Presentation
Resolution_Draft_TM_23Q-1-C.doc	Resolution Draft	Resolution

Prepared by: Spotsylvania County Attorney
P. O. Box 308
Spotsylvania, VA 22553

EXEMPT FROM TAXES PURSUANT TO VA CODE ANN. 58.1-811(3)
Tax Map No. 23Q ((1)) C

THIS DEED OF EASEMENT and TEMPORARY CONSTRUCTION EASEMENT, is made this ____ day of _____, 20____, by and between SALEM RUN SHOPPES, LLC,
(date to be inserted by the County Administrator)
a Virginia Limited Liability Company, (hereinafter referred to as “Landowner”), Grantor, and the COUNTY OF SPOTSYLVANIA, VIRGINIA, a political subdivision of the Commonwealth of Virginia, (hereinafter referred to as “County”), Grantee.

W I T N E S S E T H:

THAT for and in consideration of Ten Dollars (\$10.00) cash in hand paid to the Landowner by the County and other good and valuable consideration, the receipt of which is hereby acknowledged, the Landowner does hereby grant and convey to the County, its successors and assigns, a non-exclusive permanent utility easement for the installation, maintenance, operation, and repair of public utility facilities, and a temporary construction easement, for the installation, maintenance, operation, and repair of utilities. Said easements are shown and identified as “PUBLIC UTILITY EASEMENT HEREBY GRANTED 44 SF”, “PUBLIC UTILITY EASEMENT HEREBY GRANTED 26 SF”, and “10’ WIDE TEMP. CONSTRUCTION ESM’T HEREBY GRANTED 2,219 SF” on a certain plat entitled “EXHIBIT PLAT SHOWING A PUBLIC UTILITY EASEMENT THRU THE LAND OF SALEM RUN SHOPPES, LLC TAX MAP 23Q ((1)) C CHANCELLOR MAGISTERIAL DISTRICT SPOTSYLVANIA COUNTY, VIRGINIA”, prepared by Sullivan, Donahoe and Ingalls, dated May 5, 2021 (hereinafter the “Plat”), to be recorded contemporaneously herewith in the Clerk’s Office of the Circuit Court of Spotsylvania County, Virginia, to which Plat reference is hereby made for a more particular description of the easement hereby conveyed.

The easements conveyed herein run through part of the land conveyed to the Landowner by deed recorded as Instrument No. 201100020370 among the land records of the Spotsylvania County Circuit Court.

Landowner further understands and agrees as follows:

1. All facilities, public works, and appurtenances which are installed in or on said property now or in the future by or for the County shall be and remain the property of the County and no charge shall, at any time, be made by the Landowner for the use of the property occupied by the County or for the privilege of constructing, maintaining and operating said facilities and the necessary or appropriate appurtenances.

2. The County and its agents and employees, for the purpose of inspecting, maintaining or operating its facilities, shall have the right and easement of ingress and egress over any lands of the Landowner adjacent to the described easement between any public or private roads and the described easement in such manner as shall occasion the least practicable damage and inconvenience to Landowner.

3. The County shall have the right to inspect, rebuild, repair, change, alter and install all lines or facilities within the easement herein granted as the County may, from time to time, deem advisable or expedient, and shall have such rights and privileges as may be reasonably necessary for the full enjoyment or use for any of the aforesaid purposes of the easement and rights herein granted.

4. The County shall have the right to trim, cut, and remove all trees, limbs, undergrowth, shrubbery, landscape plantings of any kind, fences, buildings, structures, paving, or other obstructions or facilities within said easement which it deems in any way to interfere with the proper and efficient construction, operation, and maintenance of the facilities in or on said easement.

5. The County shall repair or replace any ground cover on the said easement which may be disturbed, damaged, or removed as a result of the construction, repair, replacement or maintenance of any of the County's facilities, and shall remove all trash and other debris of construction or repair from the easement, and shall restore the surface thereof to its original condition as nearly as reasonably possible, all subject, however, to this exception, to-wit: that the County shall not be so obligated when it would be inconsistent with the proper operation, maintenance or use of its facilities.

6. Landowner 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 said easement by the County for the purposes aforesaid; provided, however, that all such use shall be at Landowner's risk unless prior written approval of County is obtained and provided further that this paragraph shall not apply to property conveyed in fee simple.

7. Whether or not the easement herein conveyed is exclusive, no other party shall be granted

the right to use or shall use any part of the area within such easement for any purpose or in any manner until after a review and a finding by the County in writing that such use will not be in conflict with, or inconvenient to, the County's use thereof or the purpose for which such easement was granted.

8. Nothing herein shall be deemed to prohibit the placement of structures including fences within the easement by property owners of the underlying fee without prior approval of the County; provided that any such improvements shall be placed at the risk of the property owner and the County shall have the right to remove any such improvements should they interfere with the rights granted the County herein; and further provided that any such improvements shall be in conformance with all other County ordinances.

9. Landowner has seen and carefully examined a copy of the hereinabove-described plat, is entirely familiar with the quantity of the land covered by this conveyance, and fully understands the effect that it will or might have on the value of the remaining property.

10. Any easement or right granted the County hereunder is intended to be and shall be usable by and for the benefit of the County as such and also any sanitary district, authority, or any other County agency or entity operated solely or partially for the benefit of the citizens of Spotsylvania County or any portion thereof, which such other agency or entity shall enjoy all of the privileges herein granted to the County as such.

11. The County may, from time to time, grant the right to third parties to locate facilities serving the County or the public within the public utility easement hereby conveyed, including but not limited to electric, telecommunications or gas utility facilities. If the right being granted to third parties is to locate facilities designed to serve County-owned public facilities infrastructure being installed, maintained, operated, repaired, or replaced, then no consent from the landowner is required. Otherwise, the Landowner's written consent will also be required before third-party facilities may be located within the public utility easement.

12. The temporary construction easement granted herein shall automatically terminate and extinguish upon completion of initial construction of the public utility.

13. This instrument covers all the agreements between the parties with respect to the easements being granted herein.

The Landowner further covenants that they have the right to convey said easement, the

County shall have quiet and peaceful possession of said easement, and the Landowner will execute such further assurances of said grant and easement herein contained as may be requisite.

The County of Spotsylvania, Virginia, acting by and through its County Administrator, he being hereto duly authorized by Resolution No. 91-32, adopted by the Spotsylvania County Board of Supervisors on the 23rd day of April, 1991, does hereby accept the conveyance of the interest in real estate made by this deed.

WITNESS the following signatures and seals:

GRANTOR:
SALEM RUN SHOPPES, LLC

By: _____
Its: _____

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing deed of easement was acknowledged before me on this the _____ day of _____, 20____, by _____(name), _____(title), of Salem Run Shoppes, LLC, Grantor.

Notary Public

Commission Number: _____
My Commission Expires: _____

COUNTY OF SPOTSYLVANIA, VIRGINIA

By: _____(SEAL)
ED PETROVITCH
COUNTY ADMINISTRATOR

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA, to-wit:

The foregoing instrument was acknowledged before me this the ____ day of _____, 20____, by Ed Petrovitch, County Administrator of Spotsylvania County.

Notary Public

My Commission Expires: _____
My Registration No.: _____

APPROVED AS TO FORM:

County Attorney

TAX MAP 23Q ((1)) G
THE BOARD OF SUPERVISORS
OF SPOTSYLVANIA COUNTY, VIRGINIA
D.B. 1296 PG. 304

N.A.D. 1983

SALEM RUN BOULEVARD
S.R. #1431 - 75' R/W

SALEM RUN SHOPPES, LLC
TAX MAP 23Q ((1)) C

LR# 201100020370

PUBLIC
UTILITY EASEMENT

HEREBY GRANTED

26'

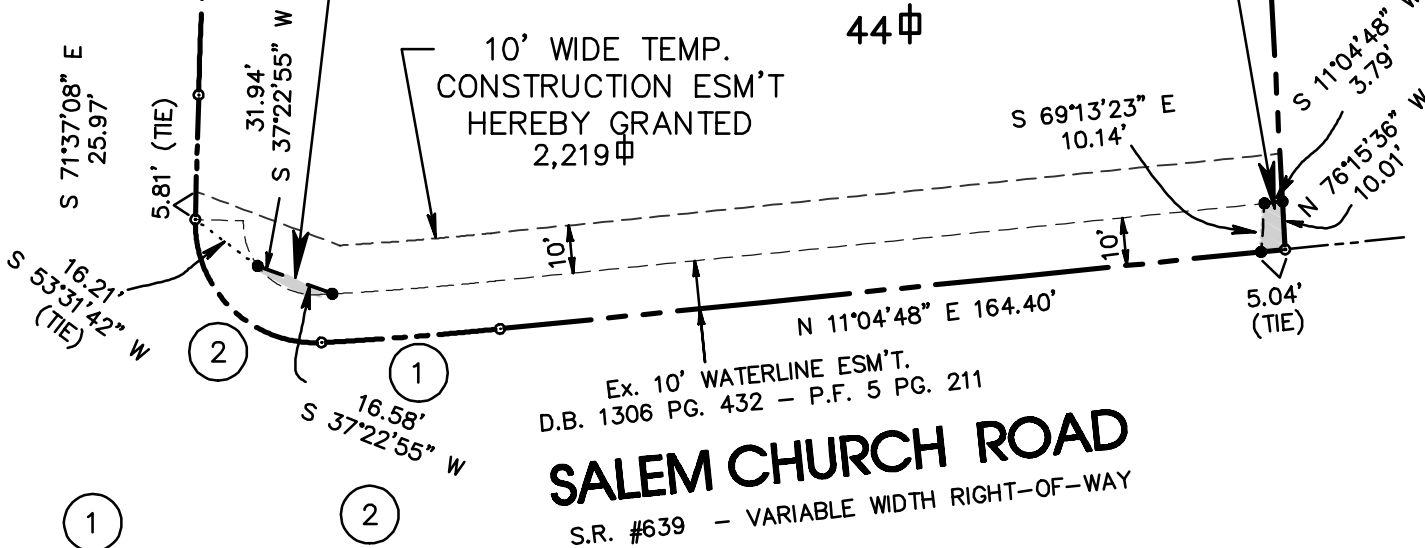
PUBLIC
UTILITY EASEMENT

HEREBY GRANTED

44'

10' WIDE TEMP.
CONSTRUCTION ESM'T
HEREBY GRANTED
2,219'

T.M. 23 ((A)) 69C
THE BOARD OF SUPERVISORS
OF SPOTSYLVANIA COUNTY, VIRGINIA
D.B. 949, PG. 196



Δ = 2°48'45"	Δ = 94°29'19"
T = 18.67'	T = 27.04'
R = 760.51'	R = 25.00'
A = 37.33'	A = 41.23'
C = 37.33'	C = 36.71'
CB = S12°28'20"W	CB = N61°08'13"E



EXHIBIT PLAT
SHOWING A PUBLIC EASEMENT
THRU THE LAND OF
SALEM RUN SHOPPES, LLC

TAX MAP 23Q ((1)) C

CHANCELLOR MAGISTERIAL DISTRICT
SPOTSYLVANIA COUNTY, VIRGINIA

DATE: MAY 5, 2021



GRAPHIC SCALE

SCALE : 1" = 40'

NOTES :

1. NO TITLE REPORT FURNISHED.
2. THIS PLAT IS SUBJECT TO ANY EASEMENTS AND RESTRICTIONS OF RECORD.
3. BOUNDARY BASED ON PLAT BY SULLIVAN, DONAHOE AND INGALLS DATED FEBRUARY 5, 1999 AND RECORDED IN P.F. 7 PG. 258

SULLIVAN, DONAHOE AND INGALLS

ENGINEERS, SURVEYORS & ENVIRONMENTAL SERVICES
P.O. BOX 614
FREDERICKSBURG, VIRGINIA 22404

EU leaders OK partial Russian oil embargo

BY SAMUEL PETREQUIN
AND LORNE COOK
ASSOCIATED PRESS

BRUSSELS—European Union leaders reached a compromise Monday to impose a partial oil embargo on Russia at a summit focused on helping Ukraine with a long-delayed package of sanctions that was blocked by Hungary.

The watered-down embargo covers only Russian oil brought in by sea, allowing a temporary exemption for imports delivered by pipeline.

EU Council President Charles Michel said on Twitter the agreement covers more than two-thirds of oil imports from Russia, “cutting a huge source of financing for its war machine. Maximum pressure on Russia to end the war.”

The EU had already imposed five previous rounds of sanctions on Russia over its war. It has targeted more than 1,000 people individually, including Russian President Vladimir Putin and top government officials as well as pro-Kremlin oligarchs, banks, the coal sector and more.

But the sixth package of measures announced May 4 had been held up by concerns over oil supplies.

Hungarian Prime Minister Viktor Orban had made clear he could support the new sanctions only if his country’s oil supply security was guaranteed. The landlocked country gets more than 60% of its oil from Russia and depends on crude that comes through the Soviet-era Druzhba pipeline.

Ursula Von der Leyen, the head of the EU’s ex-



OLIVIER MATTHYS / ASSOCIATED PRESS

EU leaders discuss Ukraine, energy and food security in Brussels on Monday.

ecutive branch, had played down the chances of a breakthrough at the summit. But leaders reached a compromise after Ukrainian President Volodymyr Zelenskyy urged them to end “internal arguments that only prompt Russia to put more and more pressure on the whole of Europe.”

Von der Leyen said the punitive move will “effectively cut around 90% of oil imports from Russia to the EU by the end of the year.”

The EU gets about 40% of its natural gas and 25% of its oil from Russia, and divisions over the issue exposed the limits of the 27-nation trading bloc’s ambitions.

In his 10-minute video address, Zelenskyy told leaders to end “internal arguments that only prompt Russia to put more and more pressure on the whole of Europe.”

He said the sanctions

package must “be agreed on, it needs to be effective, including (on) oil,” so that Moscow “feels the price for what it is doing against Ukraine” and the rest of Europe. Only then, Zelenskyy said, will Russia be forced to “start seeking peace.”

It was not the first time he had demanded that the EU target Russia’s lucrative energy sector and deprive Moscow of billions of dollars each day in supply payments.

But Hungary, leading a group of EU countries including Slovakia, the Czech Republic and Bulgaria, relies heavily on Russia for energy and can’t afford to turn off the pumps. In addition to its need for Russian oil, Hungary gets 85% of its natural gas from Russia.

Orban had been adamant on arriving at the two-day summit that a deal was not in sight, stressing that Hungary need its energy supply

secured.

French officials said the decision by Germany and Poland to phase out Russian oil by the end of the year and to forgo oil from the Druzhba pipeline will help reach the 90% threshold announced by von der Leyen.

The summit will also focus on continued EU financial support to Ukraine—probably the endorsement of a 9 billion-euro (\$9.7 billion) tranche of assistance—and on military help and war crimes investigations.

The issue of food security will be on the table Tuesday, with the leaders set to encourage their governments to speed up work on “solidarity lanes” to help Ukraine export grain and other produce.

Some protesters gathered outside EU buildings Monday before the summit, holding signs such as “No to Russian oil and gas.”

aid while others began securing the scene, the statement said.

The shooting involved two groups of people that appeared to be advancing toward each other at the beginning of an altercation when two individuals in one group pulled guns and fired at the other group, police said.

Authorities believe one or more teens were targeted, but that some victims were hit unintentionally.

3 MORE BODIES FOUND AFTER BOAT CRASH

SAVANNAH, Ga.—Searchers recovered the bodies of three missing boaters Sunday after two vessels collided on a Georgia river, bringing the crash’s death toll to five people. One of the surviving boaters was charged with boating under the influence.

Two people were found dead shortly after the Saturday collision on the Wilmington River near Savannah, authorities said. The bodies of the three missing people were recovered Sunday morning, Georgia Department of Natural Resources Sgt. Cindy Miller told WTOCTV. They were found in water about 14 feet deep, and in close proximity to each other, authorities said.

One of the boats had six people aboard and the other carried three people, the U.S. Coast Guard said in a statement. At least four people were taken to hospitals, authorities said.

—Associated Press

2 KILLED AFTER CAR BARRELS INTO CROWD

LINCOLN, Neb.—Two people were killed and 20 others were injured after a crash that sent two cars careening into a crowd of bystanders while an annual Memorial Day weekend “cruise” night was wrapping up in Nebraska’s capital, police said Monday.

Two women, ages 20 and 22, had been inside one of the cars and died in the Sunday night crash on O Street in Lincoln. Of the injured bystanders, one person was listed in critical condition and the others were treated at hospitals for injuries not believed to be life-threatening, police said.

“We do not believe nor is there any evidence this was an intentional act,” Lincoln police said in a statement.

POLICE: 6 KIDS WOUNDED IN SHOOTING

CHATTANOOGA, Tenn.—Six people wounded in weekend gunfire in a downtown Chattanooga, Tennessee, business district were all children, police said Monday.

Five of the victims were 15 and one was 13, Chattanooga Police said in a statement.

Officers were patrolling the area Saturday night when they heard gunfire and responded to find multiple people shooting weapons and numerous people fleeing the area. Some officers provided first

TODAY IN HISTORY

BY THE ASSOCIATED PRESS

Today is Tuesday, May 31, the 151st day of 2022. There are 214 days left in the year.

Today’s Highlight in History: On May 31, 1889, some 2,200 people in Johnstown, Pennsylvania, perished when the South Fork Dam collapsed, sending 20 million tons of water rushing through the town.

On this date: In 1790, President George Washington signed into law the first U.S. copyright act.

In 1859, the Big Ben clock tower in London went into operation, chiming for the first time.

In 1921, a race riot erupted in Tulsa, Oklahoma, as white mobs began looting and leveling the affluent Black district of Greenwood over reports a Black man had assaulted a white woman in an elevator; hundreds are believed

to have died.

In 1949, former State Department official and accused spy Alger Hiss went on trial in New York, charged with perjury (the jury deadlocked, but Hiss was convicted in a second trial).

In 1962, former Nazi official Adolf Eichmann was hanged in Israel a few minutes before midnight for his role in the Holocaust.

In 1970, a magnitude 7.9 earthquake in Peru claimed an estimated 67,000 lives.

In 1977, the Trans-Alaska oil pipeline, three years in the making despite objections from environmentalists and Alaska Natives, was completed. (The first oil began flowing through the pipeline 20 days later.)

In 1989, House Speaker Jim Wright, dogged by questions about his ethics, announced he would resign. (Tom Foley later succeeded him.)

In 2009, Dr. George Tiller, a rare provider of late-term abortions, was shot and killed in a Wichita, Kansas, church. (Gunman Scott Roeder was later convicted of first-degree murder and sentenced to life in prison with no possibility of parole for 50 years.) Millvina Dean, the last survivor of the 1912 sinking of the RMS Titanic, died in Southampton, England at 97.

In 2014, Sgt. Bowe Bergdahl, the only American soldier held prisoner in Afghanistan, was freed by the Taliban in exchange for five Afghan detainees from the U.S. prison at Guantanamo Bay, Cuba. (Bergdahl, who’d gone missing in June 2009, later pleaded guilty to endangering his comrades by walking away from his post in Afghanistan; his sentence included a dishonorable discharge, a reduction in rank and a fine, but no prison time.)

In 2019, a longtime city employee opened fire in a municipal building in Virginia Beach, killing 12 people on three floors before

police shot and killed him; officials said DeWayne Craddock had resigned by email hours before the shooting.

In 2020, tens of thousands of protesters again took to the streets across America, with peaceful demonstrations against police killings overshadowed by unrest; officials deployed thousands of National Guard soldiers and enacted strict curfews in major cities.

Ten years ago: Democrat John Edwards’ campaign finance fraud case ended in a mistrial when jurors in Greensboro, North Carolina, acquitted him on one of six charges but were unable to decide whether he’d misused money from two wealthy donors to hide his pregnant mistress while he ran for president. (Prosecutors declined to retry Edwards on the five unresolved counts.) President Barack Obama welcomed his predecessor back to the White House for the unveiling of the official portraits of former President

George W. Bush and former first lady Laura Bush.

Five years ago: President Donald Trump welcomed Vietnamese Prime Minister Nguyen Xuan Phuc to the White House for talks focusing on the American trade deficit. A suicide attacker struck the fortified heart of the Afghan capital Kabul with a massive truck bomb that killed more than 150 people.

One year ago: Four-time Grand Slam champion Naomi Osaka withdrew from the French Open before her second-round match and said she would be taking a break from competition; she said she experienced “huge waves of anxiety” before speaking to the media, and that she had “suffered long bouts of depression.” (Osaka had been fined for skipping the postmatch news conference after her first-round victory.) China’s ruling Communist Party announced that all couples would be allowed to have three children instead of two.

The Free Lance—Star

Published daily at 1340 Central Park Blvd., Suite 100, Fredericksburg, Va., 22401. Telephone: 540/374-5000; fax: 373-8450.

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FOR THE VISUALLY IMPAIRED

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Periodical postage paid at Fredericksburg, Va. USPS 209-160.

CONTACT US

The Free Lance—Star / fredericksburg.com
1340 Central Park Blvd. Suite 100 Fredericksburg, VA 22401
Main number: 540/374-5000

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SPOTSYLVANIA COUNTY BOARD OF SUPERVISORS NOTICE OF PUBLIC HEARING

The Spotsylvania County Board of Supervisors will hold a public hearing at 4:30 p.m. on June 14, 2022, in the Board of Supervisors Meeting Room of the R.E. Holbert Memorial Building, 9104 Courthouse Road, Spotsylvania, Virginia, to receive public comment on the condemnation of property required for the construction of a 16” water line along Salem Church Road, and to consider approval of the public use and necessity therefore. The subject property is comprised of a 2,219 square foot variable width temporary construction easement, and a 70 square foot permanent utility easement, both being part of Tax Map No. 23Q-1-C, said property being owned by Salem Run Shoppes, LLC.

The proposed acquisition is depicted on a plat entitled “Exhibit Plat Showing a Public Utility Easement Thru the Land of Salem Run Shoppes, LLC. Tax Map 23Q(1)C Chancellor Magisterial District Spotsylvania County, Virginia”, prepared by Sullivan, Donahoe and Ingalls dated May 5, 2021.

Persons affected may appear and present their views at the public hearing described above. A copy of the full text of the proposed resolution is on file in the Office of the County Administrator, located at 9104 Courthouse Road, Spotsylvania, Virginia, 22553, and may be inspected between 8:00 a.m. and 4:30 p.m., Monday through Friday. Additionally, information will be available online as part of the agenda for the 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 County Administrator of any accommodations you may require at least five days before the meeting you wish to attend.

BY THE ORDER OF THE SPOTSYLVANIA COUNTY BOARD OF SUPERVISORS
ED PETROVITCH, COUNTY ADMINISTRATOR

The Betty J. Hunter Bazemore Scholarship Fund
Host
Shred Day
Social Distancing and Masks Enforced
On-site shredding

Saturday, June 11 • 9:00 AM - 12:00PM
Classic Iron, 4907 Jefferson Davis HWY.
Fredericksburg, VA, 22408 • Rain or Shine.

Donations are WELCOME & ENCOURAGED

Benefit To raise funds for community education, The Betty J. Hunter Bazemore Scholarship Committee and Iron Mountain will host a shred day.

\$5/box of paper, standard copy paper boxes or banker's boxes
Larger trash bags of paper will cost \$8/bag.

The industry average is currently \$30/box for shredding, making this Shred Day a cost-effective way to have large amounts of paper shredded securely.

The following may NOT be shredded: VHS tapes, CDs, and binders.

Payments:
Cash or check made out to
The Betty J. Hunter Bazemore
Scholarship Fund

The Betty J. Hunter Bazemore
Scholarship Fund
PO Box 427 • Spotsylvania, VA, 22553
(540) 845-5103 • www.bjhsbscholarship.org

Legal Services



STAFFORD COUNTY REAL ESTATE AND PERSONAL PROPERTY TAXES NOW DUE

10% penalty will be added to unpaid first half 2022 taxes after June 6, 2022 and 10% interest starts July 1, 2022. If you failed to receive your bill please call the Treasurer’s Office at 540-658-8700. Also, call if you received a real estate bill when it should be paid by your mortgage company.

OFFICE HOURS:
Monday-Friday 8am-4:00pm
Laura M. Rudy, Treasurer



PUBLIC HEARING STAFFORD COUNTY PLANNING COMMISSION

The Stafford County Planning Commission will hold a Public Hearing on Wednesday, June 8, 2022, beginning at 6:00 PM, or as soon thereafter as the matter may be heard, in the Board of Supervisors Chambers, George L. Gordon, Jr., Government Center, 1300 Courthouse Road, Stafford, Virginia, on the item(s) listed below.

1. Amendment to the Subdivision Ordinance – Proposed Ordinance 022-16 would amend the Subdivision Ordinance, Stafford County Code Sec. 22-4, “Definitions” and Sec. 22-152, “Lots for stormwater management facilities,” to clarify requirements for stormwater management facilities and best management practices.

The public hearing(s) may be continued or adjourned. Copies of the above item(s) and related materials are on file in the Department of Planning and Zoning, 1300 Courthouse Road, and may be examined Monday through Friday between the hours of 8:00 AM and 4:30 PM. In addition, you may review the staff report(s) and related materials from the Planning Commission agenda on the County website at <https://staffordcountyva.gov/agendacenter> the Friday before the meeting date. All interested individuals are invited to attend and present oral or written comments. Persons in need of assistance to access the materials or participate in the public hearing should contact the Department of Planning and Zoning at (540) 658-8668 so that assistance can be provided. Additional information, materials, and guidance are available on the County’s website: www.staffordcountyva.gov.

BY ORDER OF THE STAFFORD COUNTY PLANNING COMMISSION

The background features abstract, overlapping green geometric shapes, primarily triangles and polygons, in various shades of green, creating a modern and dynamic visual effect.

Pubic Hearing

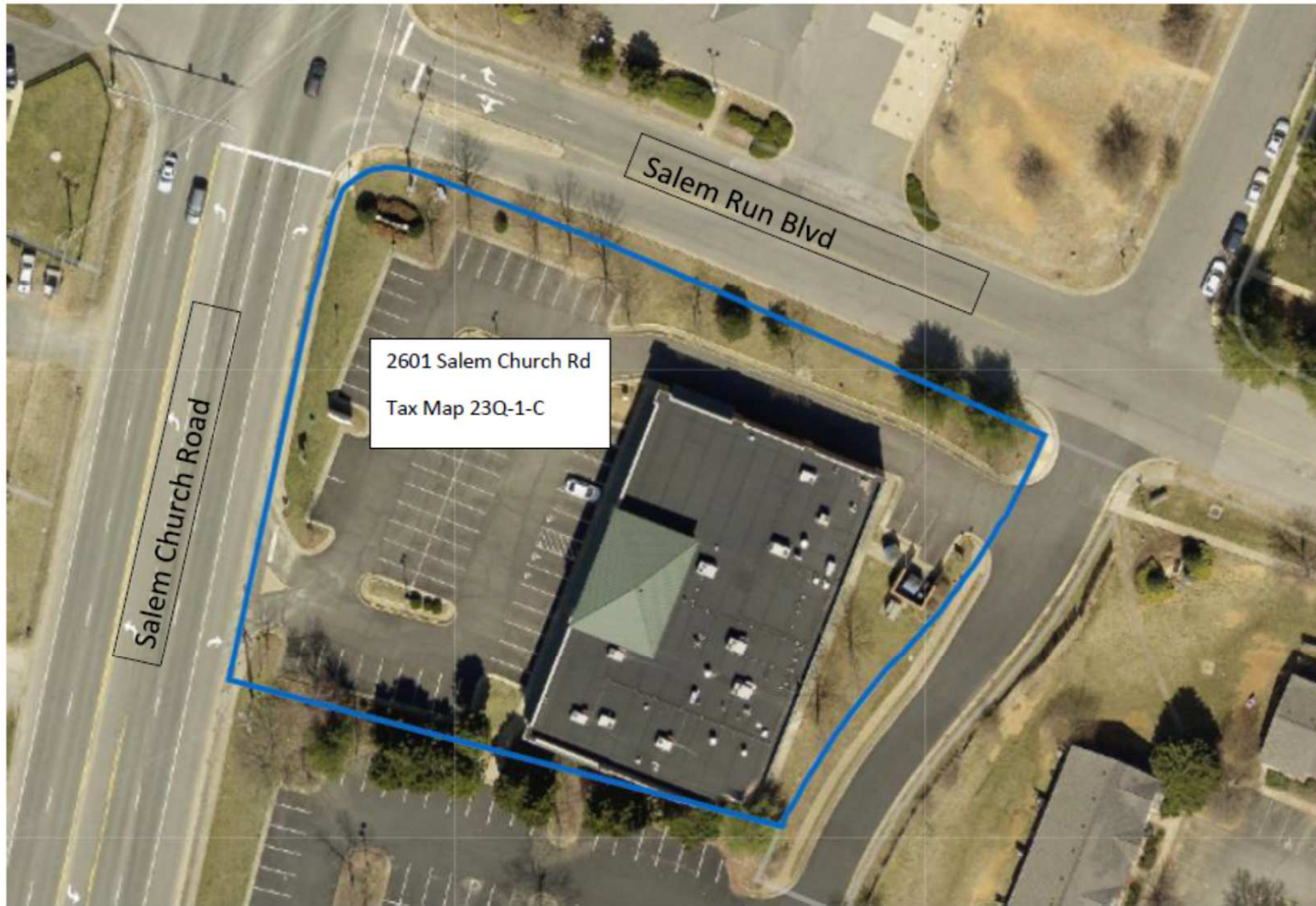
Condemnation of property on Tax Map 23Q-1-C

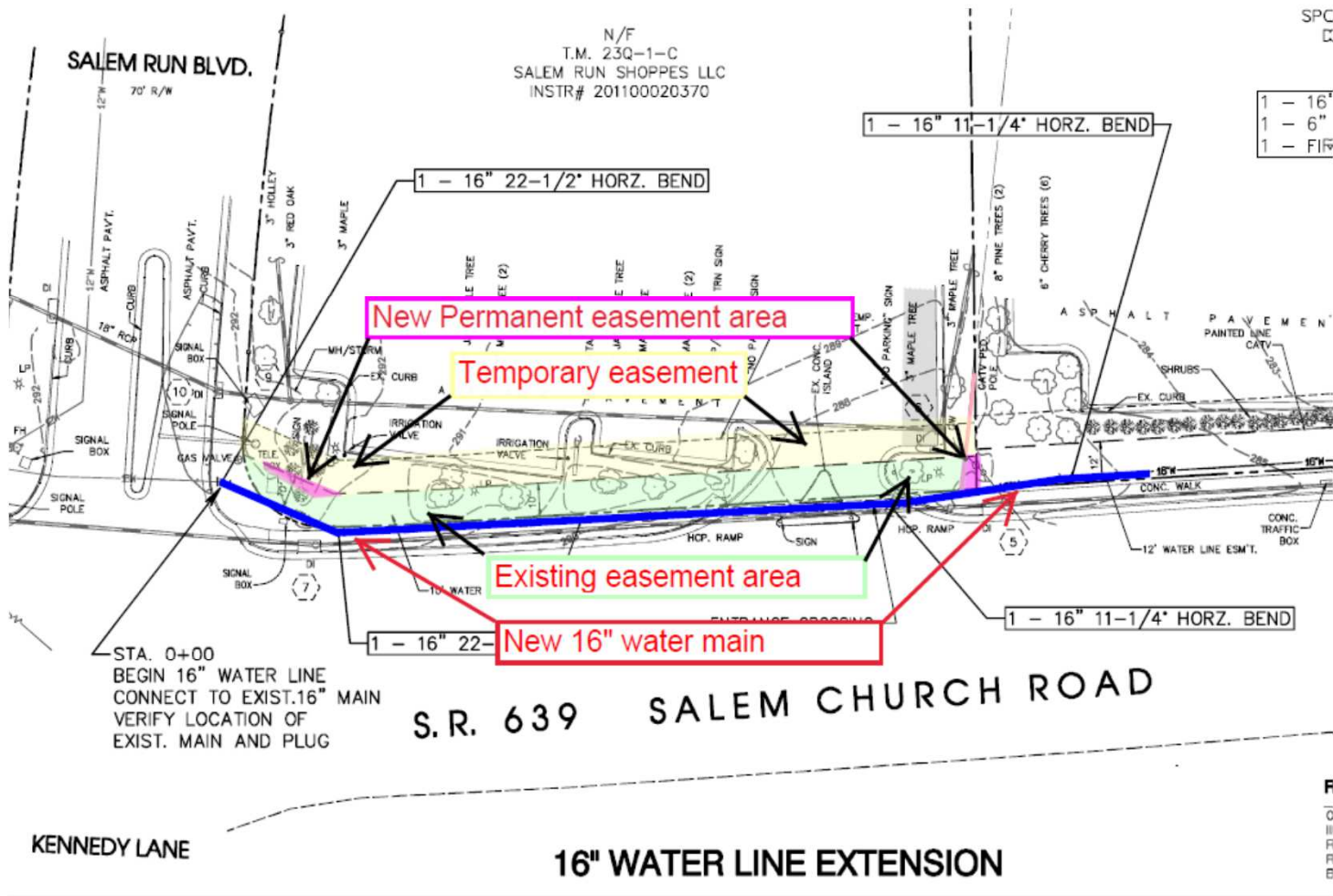
June 14, 2022

Tax Map 23Q-1-C

- ▶ Property Address - 2601 Salem Church Rd
- ▶ Voting District - Courtland
- ▶ Zoning - C-2
- ▶ Land Area - 1.36 acres
- ▶ Use - Strip shopping center
- ▶ Owner - Salem Run Shoppes LLC







SPC
C

- 1 - 16'
- 1 - 6"
- 1 - FIF

F
C
I
L
E
D

Tax Map 23Q-1-C

► County Assessment

- Building Assessment 2022 - \$1,933,800
- Land Assessment 2022 - \$918,300
- County assessed square footage value - \$15.50

► Appraisal

- Prepared by Christian P. Kaila & Associates Real Estates Consultants
- Appraised land value - \$1,062,000
- Appraised square footage value- \$18.00

County's compensation offer

- ▶ Proposed Permanent Water Line Easement
 - ▶ 70 square feet x \$18.00/sf x 25% = \$315
- ▶ Proposed Temporary Construction Easement
 - ▶ 2219 square feet x \$18.00/sf x 10% = \$3,994
- ▶ Total Permanent and temporary easement
 - ▶ \$315 + \$3,994 = \$4,309
- ▶ County's compensation offer
 - ▶ \$5,000

Questions



DRAFT

At a meeting of the Spotsylvania County Board of Supervisors held on _____, 2022, on a motion by _____, seconded by _____, and passed _____, the Board adopted the following resolution:

RESOLUTION NO. 2022 – [insert number]

RESOLUTION

A RESOLUTION TO AUTHORIZE THE ACQUISITION BY CONDEMNATION OF CERTAIN PERMANENT AND TEMPORARY PROPERTY INTERESTS ON PORTIONS OF TAX MAP 23Q-1-C. FOR THE PURPOSE OF CONSTRUCTING THE SALEM CHURCH ROAD 16” WATERLINE EXTENTION, AND TO ENTER UPON THE PROPERTY TO BE ACQUIRED AND INITIATE CONSTRUCTION BEFORE THE CONCLUSION OF THE CONDEMNATION PROCEEDINGS PURSUANT TO VIRGINIA CODE SECTIONS 15.2-1904 AND 15.2-1905(C) AND CHAPTER 3 OF TITLE 25.1 (SECTIONS 25.1-300 *ET SEQ.*)

WHEREAS Spotsylvania County has proposed certain watermain improvements in the Courtland District as part of the Salem Church Road 16 Waterline Extension in order to increase capacity and improve system resiliency; and

WHEREAS the Salem Church Road Waterline Extension project is identified in the Spotsylvania County Utility’s Capital Improvement Plan; and

WHEREAS the Salem Church Road Waterline Extension Project is necessary to the public health, safety, peace, good order, comfort, convenience, and welfare of the County; and

WHEREAS the project design for the Salem Church Road 16” Water Line Extension Project requires the acquisition of certain right-of-way and easement interests for the construction of public utilities required as a result of the proposed improvements; and

WHEREAS the County has reviewed the acquisitions for purpose of complying with Section 1-219.1 of the Virginia Code and has certified that the acquisitions are for the possession, ownership, occupation, and enjoyment of the property by the public, for the purpose of construction and maintenance of public facilities including public utilities and other improvements; and

WHEREAS the County has made bona fide but ineffectual effort to purchase the necessary right-of-way and easements for public utilities and other improvements at fair market value as determined by a licensed appraiser, and the County and the landowners, described

below, have been unable to reach an agreement because the County and the landowners cannot agree on the compensation to be paid; and

WHEREAS it is now necessary to enter upon the property to install the facilities and improvements prior to the completion of condemnation proceedings;

NOW, THEREFORE, BE IT RESOLVED BY THE SPOTSYLVANIA COUNTY BOARD OF SUPERVISORS:

1. That the property rights described in Paragraphs 3 and 6 are to be acquired for construction and maintenance of public utility improvements and other related improvements, required as a result of the proposed improvements for the purpose of increasing the capacity and resiliency of the Salem Church Waterline.
2. That the Board approves the proposed public use of the property.
3. That the acquisitions of the right-of-way and easements shown in the following chart along with the referenced plats and deeds describing the terms and conditions of the property interests to be acquired, are for the public utilities and related facilities and declared to be necessary for a public use and an authorized public undertaking pursuant to Chapter 19 of Title 15.2 (15.2-1900, *et seq.*) of the Code of Virginia (1950), as amended.

Landowner	Tax Map	Referenced Plat Showing Property Interests to be Acquired	Referenced Deed Describing Property Interests Acquired
Salem Run Shoppes, LLC	23Q-1-C	“Exhibit Plat Showing a Public Easement Thru the Land of SALEM SUN SHOPPES,LLC Tax Map 23Q((1)) C” attached hereto and labeled Exhibit “A.”	Spotsylvania County Deed of Easement (Exhibit A1)

4. That it is necessary to enter upon the properties to begin construction of the public utilities and other improvements prior to the completion of condemnation proceedings in order to adhere to the project schedule.
5. That for each of the acquisitions described in paragraphs 3 and 6, Spotsylvania County shall, upon the deposit of compensation in the respective amounts of the County’s appraisals and in compliance with all statutory requirements, including the recordation of

certificates of take with the Clerk of the Circuit Court of Spotsylvania County, enter upon the properties of the landowners named herein and take possession of the property interests prior to the conclusion of condemnation proceedings.

6. That, based upon the appraisals by a licensed appraiser, Spotsylvania County has determined that the just compensation due to each of the landowners for the property interests to be acquired for public purposes is as follows:

Landowner	TAX MAP	Property Interests to be Acquired	Appraised Value Including Damage
Salem Run Shoppes, LLC	23Q-1-C	Temporary Construction Easement 2,219 square feet; Permanent Utility Easement 70 square feet;	\$5,000 (includes compensation for certain site improvements)

7. That the ownership of the property interests to be acquired are as stated in paragraph 6 herein.
8. That the County Administrator or his designee shall deposit with the Clerk of the Circuit Court of Spotsylvania County, to the credit of the landowners named above, the applicable appraised just compensation for the property interests, as listed in paragraph 6 herein and simultaneously record certificates of take for each of the aforementioned acquisitions with the Clerk of the Circuit Court of Spotsylvania County.
9. That the County Administrator or his designee shall mail a certified copy of this resolution to the landowners.
10. That the County Attorney or his designee is authorized and directed to acquire the property interests for public use by condemnation or other means, and to institute and conduct condemnation proceedings to acquire the property interests from the landowners named herein in the manner authorized and provided by Chapter 19 of Title 15.2 (Sections 15.2-1900 *et seq.*), and Chapters 2 and 3 of Title 25.1 (Sections 25.1-200 *et seq.* and 25.1-300 *et seq.*) of the Code of Virginia (1950) as amended.

11. That the County Administrator or his designee may also continue to negotiate acquisition of the property interests, subject to approval by the Board of Supervisors.

(SEAL)

A COPY TESTE:

Aimee Mann
Deputy Clerk of the Board of Supervisors

Exhibits

Exhibit A – “Exhibit Plat Showing a Public Easement thru the land of SALEM RUN SHOPPES, LLC”

Exhibit A1 – Deed of Easement

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

Meeting Date: June 14, 2022

Title: CA22-0001 Board of Supervisors - Unified Fee Schedule for Land Use and Building (Ord 2022-01)

Type: Action, Public Hearing, Ordinance

Agenda Title: CA22-0001: Board of Supervisors - Unified Fee Schedule - Land Use and Building (Ord 2022-01)

Recommendation: The Planning Commission recommends approval, 6-0 vote.
Staff recommends approval of Ordinance No. 2022-01, attached.

Summary: The Unified Fee Schedule for land use and building was last approved for update effective July 2016. The fee schedule was implemented over a four year span at a 25 percent adjustment each year so that in year 2019, the fees equaled the 2016 recommendation calculated based on 2016 inputs. No update was proposed in 2020 or 2021 due to COVID. Staff is proposing an update to be effective July 1, 2022, pending public hearing and Board approval. The FY23 Budget assumed revenues based on the proposed fees to offset costs within the Code Compliance Fund. This fee update follows methodology used in the past that captures work effort associated with various applications, permits, reviews, and inspections, as well as direct and indirect costs. The Code Compliance divisions of Building, Environmental, and Zoning are fee supported with Core and Administrative functions paid for by the General Fund through a transfer. The Planning Department is General Fund supported, but fees are set to cover the cost of applications reviewed by the department. The Unified Fee Schedule also offsets the cost of reviews and inspections related to development that are performed by Transportation, FIRE, GIS, and Utilities. The attached fee schedule shows the current and the proposed fees. New fees can be identified with the N/A in the current fee column. These fees capture either processes that were

previously not charged a fee or a reduced fee for a redefined process/application type.

Committee/Commission Summary:

Planning Commission

Review Date:

May 18, 2022

Status:

Approved

Financial Impact:

The fee update is factored into the FY23 budget for the Code Compliance Fund estimated revenues.

Staff Contacts:

Wanda Parrish, Assistant County Administrator - Community Development

Legal Counsel:

Susan Cooke, Deputy County Attorney

Consequence of Denial/Inaction:

The fee schedule will remain as is.

ATTACHMENTS:

File Name	Description	Type
Fee_PresentationBOS.ppt	Presentation	Presentation
Fee_Schedule_Ordinance_No_2022-01.pdf	Ord No 2022-01	Ordinance
pcmin22_0518.pdf	Planning Commission Minutes	Minutes
Revised_Ad_2__bos_20220614_includes_fee_schedule.pdf	Ad	Backup Material

CA22-0001 Proposed Unified Fee Schedule for Land Use and Building (Ord. No. 2022-01)

1

June 14, 2022

Board of Supervisors Public Hearing

Purpose of Fee Schedule

- Establishes fees to offset costs for permits and processes related to building and development
- Code Compliance budgets are fee supported
 - Includes Building, Zoning, & Environmental
 - Exception – Core and Basic functions are offset by transfer from General Fund
- Planning is General Fund supported, but fees are collected to cover applicant-driven processes
- Other Divisions have review/inspection roles related to building and development, including Transportation, GIS, FREM, and Utilities

Constraints

- State Law (In General Terms)
 - Fees shall not exceed an amount commensurate with the services rendered
- County Goal
 - Fee based processes in Building, Zoning, Environmental, & Planning should be self-sufficient

Current Fee Schedule

- FY2017 Fee Schedule implemented over a 4 year period
- Fee adjusted by 25% each year to reach the FY2017 recommended amount in FY2020
- FY2021 & FY2022, no update due to Covid-19
- 6 years since fees last calculated

Code Compliance Fund

Are the fees supporting the permit functions?

Office	FY 2020 Actual	FY 2021 Actual	FY 2022 Amended Budget	FY 2023 Adopted Budget
Building	\$706,300	\$703,397	\$2,735	(\$211,892)
Zoning	(\$145,326)	(\$98,606)	(\$146,290)	(\$66,260)
Erosion	\$39,422	(\$224,463)	(\$981,694)	\$126,159

Methodology

- Determine Fully Loaded Cost per Staff Position
 - Salary, Benefits, Overhead, Capital expenses, Vehicle depreciation, OPEB, etc.
- Determine time spent on each task for a typical application
- Includes added costs, such as advertising for public hearings

Task 1	\$ 25
Task 2	\$ 50
Task 3	\$ 37
...	...
...	...
<u>Task 20</u>	<u>\$ 73</u>
TOTAL	\$ 745

Comparison of Current Fees to Proposed Fees – Family Division

	Current	Proposed	Increase
Intake	\$65	\$75	15%
Planning	\$1,255	\$1,309	4%
Zoning	\$50	\$70	40%
GIS	\$580	\$945	63%
Environmental	\$0	\$120	100%
Total	\$1,950	\$2,519	29%

Comparison of Current Fees to Proposed Fees – Environmental

SFH with RPA Review No Mitigation 0.5 Ac

Plan Review with three inspections:	\$975	Plan Review:	\$145
SWM Fee for land disturbance under an acre:	\$290	SWM Fee for land disturbance under an acre:	\$290
Ches Bay Non-Mitigation:	<u>\$80</u>	Ches Bay Non-Mitigation:	\$95
Current Permit Total	\$1,345	Inspections for 1 yr	<u>\$1,350</u>
		Proposed Permit Total	\$1,880

40% Increase
 ESC Bond remains \$2,500
 Annual fee: \$50 + \$100/mo

Comparison of Current Fees to Proposed Fees - Building

Type	Current	Proposed	Increase
Single Family Dwelling	\$0.46	\$0.53	15%
Doublewide	\$465	\$560	20%
Basement Renovation	\$0.33	\$0.34	3%
OTC Deck	\$135	\$160	18.5%
In ground Pool	\$365	\$430	18%

Example: New construction 5,000 sf 2-story house with basement, garage, deck, and porch building plan review and inspections -

\$2,300 Current

\$2,650 Proposed

Also, Zoning review fee increases from \$95 to \$115

Comparison of Current Fees to Proposed Fees - Rezoning

➤ Rezoning of 100 ac for Mixed Use Development

		Current		Proposed
Planning		\$15,700		\$17,950
GIS		\$190		\$330
Zoning		\$605		\$605
W&S Util.		\$0		\$575
Transp.		\$0	TIA Scoping	\$250
		\$0	GDP/Proffer	\$750
		<u>\$250</u>	TIA Review*	<u>\$1,050</u>
		\$16,745		\$21,510

28% Increase

*1,000 – 4,999 daily trips

New Fees

- Processes with no fees
- To meet Code of VA requirements
 - Telecommunications
- Lumped with other fees, but fee either too high or too low
 - Lower fee created:
 - SUP Condition Amendment, Home Enterprise, Sign, de minimus rezoning, and SUP with rezoning

Recommendation

- Planning Commission recommends approval, 6-0
- Staff recommends approval of Ord. No. 2022-01 effective July 1, 2022
 - FY23 Budget revenues assume implementation of the fee schedule

Questions?

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

AN ORDINANCE No. 2022-01

To amend and reordain CA22-0001: Unified Fee Schedule (Land Use and Building) to update Land Use and Building fees.

An amendment to the unified fee schedule for land use and building related to Chapter 23, Zoning, of the Code of the County of Spotsylvania, Sec. 23-4.1.3, Processing and review fees, Sec. 23-7A.4.3, Fees, and Sec. 23-7A.4.4, Consultant Inspection Services, as authorized by Sec. 15.2-2286(6), Sec. 15.2-2292.1, Sec. 15.2-2311, and Sec. 15.2-2316.4:1 of the Code of Virginia; Chapter 20, Subdivisions, of the Code of the County of Spotsylvania, Sec. 20-4.1.1, Who may file; Payment of fees, as authorized by Sec. 15.2-2241(5) and (9) of the Code of Virginia; Chapter 19A, Stormwater Management, of the Code of the County of Spotsylvania, Sec. 19A-34, Conditions of approval and Sec. 19A-40, Fees, as authorized in Sec. 62.1-44.15:6, Sec. 62.1-44.15:27, Sec. 62.1-44.15:34, Sec. 62.1-44.15:48 of the Code of Virginia; Chapter 6A, Chesapeake Bay Preservation, of the Code of the County of Spotsylvania, Sec. 6A-12, Site plan review process and Sec. 6A-14, Review of site plan, Sec. 6A-15, Installation, bonding and maintenance, as authorized in Sec. 62.1-44.15:74 and Sec. 15.2-2286(6) of the Virginia Code; Chapter 8, Erosion, of the Code of the County of Spotsylvania, Sec. 8-5, Violation; Injunction and other legal actions by the County, Sec. 8-37, Permits and fees, and the Virginia Erosion and Sediment Control Handbook adopted, as authorized by Sec. 62.1-44.15:54, Sec. 62.1-44.15:57, and Sec. 62.1-44.15:63 of the Code of Virginia; Chapter 5, Buildings and Building Regulations, of the Code of the County of Spotsylvania, Sec. 5-71, Issuance of permit; payment of fee to treasurer prerequisite, Sec. 5-74, Other fees, as authorized in Sec. 36-105 of the Code of Virginia and Sec. 107.1 of the Uniform Statewide Building Code; and Chapter 9, Fire Prevention Code, of the Code of the County of Spotsylvania, Sec. 9-103, County permit, as authorized in Sec. 27-98 of the Code of Virginia and Sec. 107.1 of the Uniform Statewide Building Code.

PUBLIC HEARING: June 14, 2022

WHEREAS, staff has reviewed the ordinances and recommends approval as stated in the Executive Summary dated June 14, 2022 and

WHEREAS, the Spotsylvania County Planning Commission held a public hearing on this item on May 18, 2022, which was duly advertised in a local newspaper for a period of two weeks, on May 3, 2022, and May 10, 2022, and interested citizens were given an opportunity to be heard; and

WHEREAS, the Spotsylvania County Planning Commission recommended approval of the ordinance amendments with a vote of 6-0; and

WHEREAS, the Spotsylvania County Board of Supervisors held a public hearing on June 14, 2022, which was duly advertised in a local newspaper for a period of two weeks, on May 31, 2022, and June 7, 2022, and interested citizens were given an opportunity to be heard; and

WHEREAS, good building, planning, and zoning practice and general welfare are served by approval of the ordinance amendments.

Board of Supervisors of Spotsylvania County
Adopted _____

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

THE COUNTY OF SPOTSYLVANIA HEREBY ORDAINS:

§ 1. That the Unified Fee Schedule (Land Use and Building), be and is hereby **repealed and reordained** as follows:

Fee Schedule (Land Use & Building) Effective July 1, 2022			
Division	Name of Fee	Current Fee	New Fee
PERMIT CENTER FEES			
Permit Center	Processing Fee (including re-packaging)	\$65	\$75
Permit Center	Processing Fee for Accessories without Review	\$45	\$60
Permit Center	Over-the- Counter Permit and Processing	\$30	\$40
Permit Center	Weekly or Monthly Permit Issuance Report	\$20	\$20
Permit Center	Application Extension Fee	\$25	\$30
Permit Center	Permit Extension Fee	\$30	\$35
Permit Center	Permit Transfer	\$20	\$25
Permit Center	Mechanics Lien Agent Changes	\$20	\$25
Permit Center	General Contractor Changes	\$20	\$25
Permit Center	Tradesman Certificate Changes	\$20	\$25
BUILDING - RESIDENTIAL FEES			
Building	Single Family Homes (New Construction)	\$0.46 per sq. ft. Gross Building Area -includes all trades, construction & plan review, \$230 minimum charge	\$0.53 per sq. ft. Gross Building Area -includes all trades, construction & plan review, \$265 minimum charge
Building	Addition/Accessories - Plan Review, Electrical, Plumbing, Mechanical	\$0.46 per sq ft Gross Building Area-includes all trades, construction & plan review; \$230 minimum charge	\$0.53 per sq. ft. Gross Building Area -includes all trades, construction & plan review, \$265 minimum charge
Building	Residential Amendment Plan Review	\$160	\$270
Building	Residential Structural Re-review	\$330	\$415
Building	Single Wide	\$340	\$415
Building	Double & Triple Wide	\$465	\$560
Building	Re-Review for Residential Plan Review	\$70 per letter	\$75 per letter
Building	Code Modification Request - Residential	\$205	\$270
Building	Home Use or Home Occupancy	N/A	\$105
Building	Backflow Preventer - Residential	\$80	\$100

Board of Supervisors of Spotsylvania County
Adopted _____

Building	Change Electric Service - Residential	\$80	\$100
Building	Minimum Building Over The Counter	\$80	\$100
Building	Minimum Mechanical Over The Counter	\$80	\$100
Building	Minimum Plumbing Over The Counter	\$80	\$100
Building	Minimum Electrical Over The Counter	\$80	\$100
Building	Interior Renovations/Alterations/Basement (All non-structural work)	\$0.33 per sq. ft. - Gross Building Area - includes all trades, construction & plan review	\$0.34 per sq. ft. - Gross Building Area
		\$165 minimum charge	\$180 minimum charge
BUILDING - COMMERCIAL FEES			
Building	Commercial New Construction and Commercial Alteration Inspection	See: Commercial New Construction/Alterations	See: Comm New Construction/Alterations
		\$150 minimum charge	\$160 minimum charge
Commercial New Construction/ Alterations			
Group	Factor - Use Description		
1	1 - S,U,H,F,shell	\$0.13	\$0.13
2	1.2 - B,M	\$0.15	\$0.16
3	1.3 - A2,3,4,E,I4,R2	\$0.16	\$0.18
4	1.4 - R1,A1	\$0.18	\$0.19
5	1.75 - I1,2,3	\$0.22	\$0.24
Building	Commercial New Construction Plan Review	See: Commercial New Construction Plan Review	See: Commercial New Construction Plan Review
		\$150 minimum charge	\$180 minimum charge
Commercial New Construction Plan Review			
Group	Factor - Use Description		
1	1 - S,U,H,F,shell	\$0.11	\$0.13
2	1.2 - B,M	\$0.13	\$0.16
3	1.3 - A2,3,4,E,I4,R2	\$0.14	\$0.17
4	1.4 - R1,A1	\$0.15	\$0.19
5	1.75 - I1,2,3	\$0.19	\$0.23
Building	Commercial Amendment Plan Review	See: Commercial Amendment Plan Review	See: Commercial Amendment Plan Review
		\$150 minimum charge	\$180 minimum charge
Commercial Amendment Plan Review			
Group	Factor - Use Description		
1	1 - S,U,H,F,shell	\$0.04	\$0.05
2	1.2 - B,M	\$0.05	\$0.06
3	1.3 - A2,3,4,E,I4,R2	\$0.06	\$0.07
4	1.4 - R1,A1	\$0.06	\$0.07
5	1.75 - I1,2,3	\$0.07	\$0.09

Building	Commercial - Plumbing	\$170 + \$30 per fixture	\$185 + \$30 per fixture
Building	Commercial - Mechanical	\$0.05 per sq. ft. gross bldg. area or \$170 minimum, plus \$30 per Fire Damper	\$0.06 per sq. ft. gross bldg. area or \$180 minimum, plus \$30 per Fire Damper
Building	Commercial - Electric	\$1.15 per amp. \$170 minimum	\$1.23 per amp. \$180 minimum
Building	Commercial - Electric R1 and R2 Dwelling units	\$85 per unit	\$90 per unit
Building	Commercial Hoods Type I	\$425	\$525
Building	Commercial Hoods Type II	\$335	\$435
Building	Commercial Building TRC Review	\$400	\$485
Building	Re-Review for Commercial Plan Review	\$110 per letter	\$135 per letter
Building	Building Use Review	\$60	\$100
Building	Code Modification Request - Commercial	\$480	\$640
Building	Backflow Preventer - Commercial	\$80	\$100
Building	Commercial Signs – Wall (with or w/o electric)	\$135	\$185
Building	Commercial Signs – Freestanding (with or w/o electric)	\$205	\$260
Building	Change Electric Service - Commercial	\$170	\$190
BUILDING - OTHER FEES			
Building	Temporary Electric on Pole	\$80	\$100
Building	Water and Sewer Lines (each)	\$80	\$100
Building	Footing and Foundation (By approved request only)	\$265	\$345
Building	Residential Elevator Installation	\$195	\$220
Building	Commercial Elevator Installation	\$415	\$480
Building	Elevator/Escalator/Annual Certifications	\$80	\$100
Building	Building / Structure Relocation	\$545	\$625
Building	Demolition	\$80	\$100
Building	Construction Trailer	\$255	\$285
Building	Sales Trailer	\$340	\$375
Building	Early Phase Tenant Build-out	\$120	\$170
Building	Targeted Industry	\$490	Delete Fee
Building	Carports (Pre-Manufactured Metal Free-Standing Only-Intake only)	\$70	\$75
Building	Open/Uncovered Handicap Ramp	\$80	\$100
Building	Decks (with or without electric)	\$135	\$160
	(No Plan Review)		
Building	Decks (with plan review)	\$170	\$250
Building	Residential Above Ground Pools and Hot Tubs	\$120	\$150
Building	Residential Above Ground Pool w/ Deck	\$145	\$240
Building	Residential In-ground Pools	\$365	\$430
Building	Commercial In-ground Pools	\$475	\$555
Building	Kiosks, Tents, Tanks - Building Fee	\$80	\$100

Building	Kiosks, Tents, Tanks - Electrical Fee	\$80	\$100
Building	Tanks Removal	\$80	\$100
Building	Asbestos Abatement	\$80	\$100
Building	Permits not covered in this fee schedule. Consult with CBO on a case by case basis.	\$65/hour	At cost - \$100 minimum
Building	Amusement Devices: Fees set Commonwealth in 13VAC5-31-75		
BUILDING - ADMINISTRATIVE FEES			
Building	Notice Violation Fee - Charged for failure to obtain a required permit prior to performing construction work.	\$130	\$145
Building	Notice To Comply - Charged if permits have been obtained but a code violation is discovered.	\$170	\$185
Building	Stop Work Order	\$150	\$165
Building	Building Board Code Appeal (BBCA) Filing	\$245	\$300
BUILDING - INSPECTION FEES			
Building	Residential Temp. Certificate of Occupancy	\$55	\$90
Building	Commercial Temp. Certificate of Occupancy	\$55	\$105
Building	Re-Inspection Fee (Residential/Commercial)	\$85	\$100
Building	Commercial Special Inspection	\$0.07 per sq. ft. \$150 minimum	\$0.08 per sq. ft. \$155 minimum
Building	Third Party County Certification	\$460	\$560
Building	Third Party Inspection Review	\$10 per inspection	\$13 per inspection
Building	After Hours Inspection (When approved by CBO)	\$170 per hour (2 hr. minimum)	\$180 per hour (2 hr. minimum)
BUILDING - FIRE REVIEW FEES			
Building	Bldg. Shell Sprinkler Syst Plan Review	\$0.02 per sq. ft., \$185 minimum	\$0.03 per sq. ft., \$190 minimum
Building	Sprinkler Head Add/Reloc Plan Review	\$0.02 per sq. ft., \$90 minimum	\$0.02 per sq. ft., \$95 minimum
Building	New Bldg Sprinkler Syst Plan Review	\$0.03 per sq. ft., \$230 minimum	\$0.03 per sq. ft., \$240 minimum
Building	Standpipe System Plan Review	\$150	\$160
Building	Fire Pump System Plan Review	\$225	\$235
Building	Alternative Syst. Plan Review	\$2.50 per device over 30	\$2.50 per device over 30
		\$150 minimum	\$200 minimum
Building	Underground Fire Service Plan Review	\$140	\$150
Building	Range Hood Plan Review	\$200 for the first hood, \$35 for each additional hood	\$210 for the first hood, \$40 for each additional hood
Building	Smoke Removal Plan Review	\$225	\$235
Building	Fire Alarm Sys. Plan Review	\$2.50 per device over 30	\$2.50 per device over 30
		\$150 minimum	\$160 minimum
Building	Limited Area Sprinkler Plan Review	\$150	\$160

Board of Supervisors of Spotsylvania County
Adopted _____

Building	Fire Protection Amendment	N/A	\$125
Building	Spray Booths Plan Review and Inspection	\$380	\$390
FIRE - ADMINISTRATIVE FEES			
Fire	Building Shell Sprinkler System	\$.03 per sq. ft. > 10,000 sq. ft. w/hydro test; \$350 min	\$.03 per sq. ft. > 10,000 sq. ft. w/hydro test; \$350 min
Fire	Sprinkler Head Addition/Relocation	\$100 for 5 heads or less; \$10 per head over 5; \$300 min (includes hydro test)	\$100 for 5 heads or less; \$10 per head over 5; \$300 min (includes hydro test)
Fire	Standpipe System	\$100 per riser; \$100 min	\$100 per riser; \$100 min
Fire	Fire Pump System	\$50 per riser; \$150 min	\$50 per riser; \$150 min
Fire	Fire Pump	\$200	\$200
Fire	Specialized Detection System	\$5 per device; \$50 min	\$5 per device; \$50 min
Fire	Fire Dampers	\$10 per device; \$100 min	\$10 per device; \$100 min
Fire	Underground Fire Service Line Inspection/Flush	\$200 (includes hydro test)	\$200 (includes hydro test)
Fire	Range Hood Test/Inspection	\$175 per hood	\$175 per hood
Fire	Smoke Removal Performance Test	\$175	\$175
Fire	Fire Alarm System Test	\$5 per device; \$100 min	\$5 per device; \$100 min
Fire	Inspection of Dry Pipe, Valve Trip Test	\$125 Valve Trip Test	\$125 Valve Trip Test
Fire	Limited Area Sprinkler	\$125	\$125
Fire	Spray Booths	\$175	\$175
Fire	Elevator Testing	\$125 per car	\$125 per car
Fire	Emergency Generator Testing/Fire Protection Equip.	\$150 per generator	\$150 per generator
Fire	Kiosks, Tent, Tank Fee	\$70	\$70
Fire	Re-Inspection for New Construction (Residential/Commercial)	\$85	\$85
Fire	After Hours Inspection (Approved By DFM)	\$170 per hr (2 hour Min)	\$170 per hr (2 hour Min)
FIRE			
Fire	Open Burn Permits	\$200	\$200
Fire	Residential Site Plan Review 1-6 Dwelling units	\$125	\$125
Fire	Residential Site Plan Review 7-30 Dwelling units	\$175	\$175
Fire	Residential Site Plan Review 31-100 Dwelling units	\$225	\$225
Fire	Residential Site Plan Review 101-300 Dwelling units	\$325	\$325
Fire	Residential Site Plan Review 301 + Dwelling units	\$350.00 + \$2 per unit over 301 dwelling units	\$350.00 + \$2 per unit over 301 dwelling units
Fire	Commercial Site Plan Review less than 1 disturbed acre	\$325	\$325
Fire	Commercial Site Plan Review greater than 1 disturbed acre but less than 5AC	\$425	\$425

Fire	Commercial Site Plan Review greater than 5 disturbed acres	\$525	\$525
Fire	Fire Lane Plan Review	\$150	\$150
Fire	FREM Permit for Storage of Explosives	\$250	\$250
Fire	FREM Permit for Off-Site Storage of Fireworks	\$250	\$250
Fire	FREM Permit for Blasting	\$250	\$250
Fire	FREM Permit for Retail Sales of Consumer Fireworks	\$275	\$275
Fire	FREM Permit for Fireworks Display (Also requires \$1M Certificate of Insurance)	\$120 per hour	\$120 per hour
Fire	FREM Permit for Amusement Buildings	\$120 per hour billed by the quarter hour (\$30 for each 15-minute interval) \$50 Minimum	\$120 per hour billed by the quarter hour (\$30 for each 15-minute interval) \$50 Minimum
Fire	FREM Existing Occupancy Inspection for a Business of 1,200 sq ft or less	Flat Rate Small Business Inspection Fee of \$50.00	Delete Fee
Fire	FREM Existing Occupancy Inspection for a Business of More Than 1,200 sq ft	\$120 per hour billed by the quarter hour (\$30 for each 15-minute interval) \$50 Min.	Delete Fee
Fire	FREM Re-Inspection Fee if all noted violations are corrected at the time of inspection	No Charge	Delete Fee
Fire	FREM Re-Inspection if some or all noted violations are NOT corrected at the time of inspection	\$120 per hour billed by the quarter hour (\$30 for each 15-minute interval) \$50.00 min	Delete Fee
Fire	Origin and Cause Report	\$15	\$15
Fire	FREM Fire Report	\$5	\$5
ENVIRONMENTAL - CHESAPEAKE BAY			
Ches. Bay Div.	Non-Residential Plan Review (Ches Bay and SWM) - Minor Site Plan Review	Combined existing fees into one: includes plan review and inspections	*\$2,500 + \$150/hr for review over 4 hours
Ches. Bay Div.	Non-Residential Plan Review (Ches Bay and SWM) - Major Site Plan Review		*\$5,000 plus \$95 per acre >10 disturbed acres
Ches. Bay Div.	Non-Residential (Erosion Only) < 5 Dist. Acres	\$960	Included above (*)
Ches. Bay Div.	Non-Residential (Erosion Only) 5 -10 Dist. Acres	\$1,280	
Ches. Bay Div.	Non-Residential (Erosion Only) > 10 Dist. Acres	\$1,280 + \$80 per acre > 10 dist. acres	
Ches. Bay Div.	SFH & Additions/Accessories No Mitigation	\$80	\$95
Ches. Bay Div.	SFH & Additions/Accessories W/ Mitigation	\$160	\$215 + \$95 per re-review
Ches. Bay Div.	RPA Encroachment waivers	\$600	\$625
Ches. Bay Div.	RPA Encroachment waivers (requiring Planning Commission Public Hearing)	\$1,525	\$1,600
Ches. Bay Div.	BMP Agreement	\$645	\$650
Ches. Bay Div.	As-built Plans reviews	\$285	\$225 + \$95/hr exceeding 2 hours
Ches. Bay Div.	Minor Site Plans :		Included above (*)
	Erosion Review Only	\$1,095	
	Storm Water Management Required	\$1,415	

Ches. Bay Div.	RPA/Wetland Determinations	\$160 per hour	\$325 + \$160/hr exceeding 2 hours
Ches. Bay Div.	Major Water Quality Impact Review	N/A	\$325 Base Fee + \$120/hr for any review time exceeding two hours
Ches. Bay Div.	Flood Plain Studies	\$960	Moved Under Zoning
Ches. Bay Div.	Storm Water Management Plans	\$160 per hour	Included above (*)
Ches. Bay Div.	Early Clearing & Grading / Clearing & Grading Only	\$595	
Ches. Bay Div.	1-5 Dist. Acres -		
	5.1-10 Dist. Acres -	\$915	
	>10 Dist. Acres -	\$915 + \$80 per acre > 10acres	
Ches. Bay Div.	Linear Projects (all per 10sf of disturbed acreage)		
	Pervious surface in an RPA	\$0.04	0.05 per linear sf
	Impervious surface in an RPA	\$0.06	
	Pervious surface outside an RPA	\$0.02	
	Impervious Surface outside an RPA	\$0.04	
	Minimum charge for Linear Projects	\$80	\$80
Ches. Bay Div.	Plat Review	N/A	Exempt Plat - \$120; Final Plat - \$225 Base Fee + \$120/hr for any review time exceeding 1 hour
Ches. Bay Div.	Plat Resubmittal	N/A	Final Plat - \$225 Base Fee + \$120/hr for any review time exceeding 1 hr
Ches. Bay Div.	Residential and Commercial VDPES and Ches Bay Verification Reviews	N/A	\$25
Ches. Bay Div.	SWM Bond - Commercial/Residential Subdivisions	Per Engineered Cost Estimate + 25%	Per Engineering Cost Estimate + 25%
Ches. Bay Div.	Commercial/Residential Subdivision SWM Bond Management Fee (Fee includes Bond Release Processing Fee)	N/A	\$550
ENVIRONMENTAL - EROSION RESIDENTIAL			
ESC	E&S Residential Permit (Includes Plan Review and three required inspections -first erosion, final erosion, bond release)	Revised to include plan review, first, occupancy, bond release, and first year of bi-weekly inspections.	
ESC	Detached SFH	\$975	Broken up into fees below(**):
ESC	Residential Clearing and Grading Permit Plan Review	Separated the Plan Review and Inspection Fees	**\$145
ESC	Single Family Detached Residential Inspections	Separated the Plan Review and Inspection Fees	**\$1,350 includes first, occupancy, bond release and first year of bi-weekly inspections.
ESC	Attached SFH - 2 Units Inspections	\$1,060	**\$1,435 includes first, occupancy, bond

			release and first year of bi-weekly inspections.
ESC	Attached SFH - 3 to 5 Units Inspections	\$1,100	**\$1,475 includes first, occupancy, bond release and first year of bi-weekly inspections.
	Attached SFH - 6 to 10 Units Inspections	\$1,180	**\$1,555 includes first, occupancy, bond release and first year of bi-weekly inspections.
ESC	E&S RPA Mitigation Inspection (Residential)	\$810	\$825
ESC	E&S Plan Review Revision/Amendment Fee (Single Family)	\$95	\$145 + \$125 per additional review
ESC	E&S Site Plan Permit Extension (Residential)	\$95	\$100/ month
ESC	E&S Residential Site Plan - Resubmittal	\$95	\$145
ESC	Demolition/Stabilization (Land Disturbance 2,500sq ft or more) (Residential)	\$390	Delete, based on type of review residential or commercial
ESC	E&S Temporary Final Erosion (Requested - Residential)	\$125	\$135
ESC	ESC Administrator Decision Appeal (Residential)	\$95	See Appeal below
ENVIRONMENTAL - EROSION COMMERCIAL			
ESC	E&S RPA Mitigation Inspection (Commercial)	\$1,125	\$1,150
ESC	Bond Reduction or Release Inspection Request	\$375	\$385
ESC	E&S Site Bond Release Inspection (Commercial)	\$375	\$550
ESC	E&S Linear Project Inspection (per linear foot)	\$0.07	\$0.08
ESC	Minimum charge for Linear Project Inspection	\$90	\$100
ESC	E&S Site Plan Permit Extension (Commercial)	\$2,209	\$2,225
ESC	Demolition/Stabilization (Land Disturbance 2,500sq ft or more) (Commercial)	\$565	Delete
ESC	Non-Residential Plan Review (ESC) - Minor Site Plan Review	Combined existing fees into one: includes plan review and pre-construction meeting, first year inspections	***\$2500 + \$150/hr for review over 4 hours
ESC	Non-Residential Plan Review (ESC) - Major Site Plan Review		***\$5,000 plus \$95 per acre >10 disturbed acres
ESC	Site Plans (Commercial/Industrial): Environmental	< 2 Acres = \$2810	Combined to Fees above(***)
ESC		2 - < 5 Acres = \$4920	
ESC		5 - 10 Acres = \$6295	
ESC		10 + acres \$7355 + \$80 per acre > 10 acres	
ESC	E&S Temporary Final Erosion (Requested - Commercial)	\$210	\$225
ESC	ESC Administrator Decision Appeal (Commercial)	\$95	\$100
ESC	OTHER ENVIRONMENTAL FEES		
ESC	E&S BMP Initial Certification (All types)	\$80	\$125
ESC	E&S Annual BMP Re-Cert. (any type) (Maint)	\$95	\$100 no inspection; \$200 w/ inspection
ESC	Flood Plain Determination (Written Confirmation)	\$120	Zoning Fee

ESC	E&S Variance	\$185	\$195
ESC	E&S Re-inspection Fee	\$120	\$125
ESC	Notice of Violation/Notice to Comply	\$725	\$725
ESC	RPA - Notice of Violation/Notice to Comply	\$725	\$725
ESC	Notice of Violation/Notice to Comply Re-Inspect.	\$205	\$225
ESC	RPA Encroachment Violation Fee	\$885	\$900
ESC	Environmental Investigation Fee (for disturbance without permit)	\$885	\$900
ESC	Illicit Discharge Violation Fee (discharge flowing from construction site directly into waterway(s))	N/A	\$885
ESC	VDPES Violation Fee (No SWPPP onsite, or any violation of the CGP permit)	N/A	\$885
ESC	Large Scale Land Disturbance Fees:		
ESC	400 to < 1000 ac	\$7,000 per month	\$7,000 per month
ESC	1000 to <2000 ac	\$11,000 per month	\$11,000 per month
ESC	2000 to <3000 ac	\$22,000 per month	\$22,000 per month
ESC	3000 ac and greater	\$44,000 per month	\$44,000 per month
ESC	ENVIRONMENTAL BONDING		
ESC	Erosion Bond - Residential - Townhouses	\$1,000 ea	\$1,000 ea
ESC	Erosion Bond - Residential - 1/4 acre or less	\$1,500	\$1,500
ESC	Erosion Bond - Residential - >. 1/4 to 1/2 acre	\$2,500	\$2,500
ESC	Erosion Bond - Residential - >. 1/2 to 1 acre	\$3,000	\$3,000
ESC	Erosion Bond - Residential - 1 acre Plus	\$3,000 per acre + the cost of any additional acreage	\$3,000 per ac + the cost of any additional partial acre as noted above
ESC	Residential Bond Transfer Request	N/A	\$50
ESC	Commercial Bond Transfer Request	N/A	\$150
ESC	Erosion Bond - Commercial/Residential Subdivisions	Per Engineered Cost Estimate + 25%	Per Engineering Cost Estimate + 25%
ESC	ADMINISTRATIVE CHARGES		
ESC	Information Request	Staff Time/Hr	Staff Time/Hr
ENVIRONMENTAL - STORMWATER FEES			
	Local SWM Fees		
SWM	Sfh cbpa 1 ac to 5 ac	\$209	No Change in Fees
SWM	Less than 1 ac	\$290	
SWM	Greater than 1 ac less than 5 acre	\$1,944	
SWM	Equal to or greater than 5 ac less 10 ac	\$2,448	
SWM	Equal to or greater than 10 ac less 50 ac	\$3,240	
SWM	Equal to or greater than 50 ac less than 100 ac	\$4,390	
SWM	Equal to or than 100 ac	\$6,912	
SWM	Phase 1 clearing equal to or greater 5 ac	\$750	
SWM	Phase ii clearing = to or >1ac less 5 ac	\$450	

SWM	Modification less than 1 ac	\$20	
SWM	Modification equal to or greater than 1 ac less 5 ac	\$200	
SWM	Modification = or > 5 ac less than 10 ac	\$250	
SWM	Modification = or > 10 ac less than 50 ac	\$300	
SWM	Modification = or > 50 ac less than 100 ac	\$450	
SWM	Modification equal to or > 100 ac	\$700	
SWM	Modification individual permit discharge	\$5,000	
SWM	Maintenance less than 1 acre	\$50	
SWM	Maintenance greater than 1 ac less than 5 ac	\$400	
SWM	Maintenance= or > 5 ac less than 10 ac	\$500	
SWM	Maintenance = or > 10 ac less than 50 ac	\$650	
SWM	Maintenance = or > 50 ac less than 100 ac	\$900	
SWM	Maintenance equal to or > 100 ac	\$1,400	
SWM	Maintenance individual discharge	\$3,000	
STATE MANDATED FEES	State SWM Fees		
SWM	Greater than 1 ac less than 5 acre	\$756	No Change in Fees
SWM	Equal to or greater than 5 ac less 10 ac	\$952	
SWM	Equal to or greater than 10 ac less 50 ac	\$1,260	
SWM	Equal to or greater than 50 ac less than 100 ac	\$1,708	
SWM	Equal to or than 100 ac	\$2,688	
GIS FEES			
GIS	Exhibit Easements	\$460	\$460
GIS	Residential Site Plan Review	\$260 + \$5 per lot > 10 lots	\$435 + \$5 per lot > 10 lots
GIS	Commercial Site Plan Review		
GIS	Minor Site Plan Review		
GIS	Site Plan Amendment		
GIS	Record Plat Review (Minor)	\$815 + \$10 per lot > 3 lots	\$1,390 + \$12 per lot > 3 lots
GIS	Record Plat Review (Major)		
GIS	Preliminary Plat Review	\$280 + \$5 per lot > 10 lots	\$435 + \$6 per lot > 10 lots
GIS	Annual Division Review	\$580	\$945
GIS	Family Exempt Plat Review	\$580	\$945
GIS	Consolidation & Lot Line Adjustment Plat Review	\$580	\$945
GIS	Right of Way Dedication & Easement Plat Review	\$580	\$945
GIS	Rezoning Review	\$190	\$330
GIS	Special Use Permit Review	\$190	\$330
GIS	Special Use Permit Telecommunication Tower	\$190	Delete Fee
GIS	Road Name Change	\$750 + \$250 per sign + \$5 per affected lot	\$750 + \$250 per sign + \$5 per affected lot

PLANNING FEES			
Planning	Residential Site Plan Review	\$3,210 + \$25 per each 5 lots or portion > 10	\$3,635 + \$25 per each 5 lots or portion > 10 lots
Planning	Commercial Site Plan Review	\$3,210 + \$65 per dist acre > 2 AC	\$3,635 + \$150 per dist acre > 2 AC
Planning	Minor Site Plan Review	\$1,345	\$1,600
Planning	Infrastructure Plan	\$1,750 + \$45 per dist. Acre > 5 AC	\$1955 + \$60 per dist acre > 5 AC
Planning	Trail Review	\$590	\$780
Planning	Preliminary Plat Review (50 lots or less)	\$1,840	\$1,905
Planning	Preliminary Plat Review (51 or more lots)	\$3,020 + \$15 per each 5 lots or portion >55	\$3,310 + \$20 per each 5 lots or portion >55 lots
Planning	Preliminary Plat Technical Change	\$50	\$65
Planning	Record/Final Plat Review (3 lots or less and no infrastructure surety required)	\$1,755	\$2,015
Planning	Record/Final Plat Review (4 lots or more and/or infrastructure surety required)	\$3,200 + \$15 per lot > 10 lots	\$3,935 + \$15 per lot > 10 lots
Planning	Article 13 Plat Review	\$1,500 + \$15 per lot > 10 lots	\$1,750 + \$20 per lot > 10 lots + \$500 if includes legal documents
Planning	Article 13 Infrastructure Plan Review	\$1,455 + \$45 per acre > 5 dist. AC	\$1,700 + \$55 per acre > 5 dist. Acre
Planning	Family Division Plat Review	\$1,255	\$1,390
Planning	Consolidation & Lot Line Adjustment Plat Review	\$1,145	\$1,145
Planning	Annual Division Plat Review	\$1,145	\$1,285
Planning	Right of Way Dedication & Easement Plat Review	\$1,480	\$1,995
Planning	Easement Exhibit Plat	\$865	\$975
Planning	Easement Exhibit Plat (No Legal Review Required)	\$480	\$590
Planning	Rezoning	\$11,650 + \$45 per acre > 10 dist AC+ mailing fees	\$13,000 + \$55 per acre > 10 dist AC + mailing fees
Planning	Rezoning GDP & Proffer Amendment	\$7,175 + mailing fees	\$7,565 + mailing fees
Planning	Rezoning Proffer Amendment - Text Only	\$4,180 + mailing fees	\$5,345 + mailing fees
Planning	Special Use Permit (New Development)	\$6,560 + mailing fees	\$6,825 + mailing fee
Planning	Special Use Permit (No New Development)	\$4,035 + mailing fees	\$4,205 + mailing fee
Planning	Special Use Condition Amendment, Home Enterprise or Sign SUP, Deminimus rezoning, and SUP with a rezoning	\$2,385 + mailing fees	\$2,545 + mailing fee
Planning	Special Use Permit for Telecommunications Tower	\$11,010 + mailing fees	Delete Fee
Planning	Right of Way Vacation or Alteration (15.2-2006)	\$100 plus advertising cost	\$600 (includes advertising)
Planning	Development Rights Determination Letter	\$25	\$30
Planning	Site Plan or Infrastructure Plan Amendment	\$1,335	\$1,425
Planning	Waiver/Exception Request heard by Planning Commission	\$200	\$210
Planning	3rd and subsequent Site Plan Review	\$300	\$360
Planning	3rd and subsequent Minor Site Plan Review	\$160	\$230
Planning	3rd and subsequent Infrastructure or Trail Review	\$160	\$230
Planning	3rd and subsequent Preliminary Plat Review	\$190	\$350

Board of Supervisors of Spotsylvania County
Adopted _____

Planning	3rd and subsequent Major Record Plat Review	\$585	\$650
Planning	3rd and subsequent Minor Record Plat Review	\$285	\$320
Planning	3rd and subsequent Article 13 Plat Review	\$190	\$250; \$500 if includes legal documents
Planning	3rd and subsequent Article 13 Infrastructure Plan Review	\$205	\$275
Planning	3rd and subsequent Family Division Plat Review	\$195	\$250
Planning	3rd and subsequent Consolidation, & Lot Line Adjustment Plat Review	\$195	\$230
Planning	3rd and subsequent Annual Division Review	\$195	\$230
Planning	3rd and subsequent Right-of-way dedication & Easement Plat Review	\$215	\$305
Planning	3rd and subsequent Easement Exhibit Plat Review	\$205	\$235
Planning	3rd and subsequent Site Plan Amendment/ Infrastructure Plan Amendment Review	\$205	\$235
Planning	Comprehensive Plan Amendment/ 2232	\$1,000	\$1,000
Planning	Agricultural/Forestal District Applications	\$300	\$300
TRANSPORTATION FEES			
Transportation	Site Plan Review (Commercial & Residential)	\$285	\$640 + \$115 3rd+ submission review
Transportation	<u>Preliminary Plat Review</u>	N/A	\$405
Transportation	<u>Rezoning and SUP Review</u>	N/A	\$750
Transportation	<u>TIA Scoping</u>	N/A	\$250
Transportation	Traffic Study Review 500 to 999 daily trips	\$250 per review	\$600 + \$250 3rd+ review
Transportation	Traffic Study Review 1,000 to 4,999 daily trips	\$250 per review	\$1,050 + \$400 3rd+ review
Transportation	Traffic Study Review 5000+ daily trips	\$250 per review	\$1,550 + \$600 3rd+ review
Transportation	Letter of Credit or Bond	110% of the approved Engineer's estimate	110% of the approved Engineer's estimate
Transportation	<u>Bond/Subdivision Agreement Extension</u>	N/A	\$400
Transportation	<u>Inspection (not assoc with process in fee sch.)</u>	N/A	\$150
Transportation	Engineer's Estimate Review (per review)	\$115	\$225
Transportation	Bond/Letter of Credit Substitution	N/A	\$250
Transportation	Inspection for Bond or Letter of Credit Review/Reduction (per request)	\$270	\$390
Transportation	Final Inspection for Bond/Letter of Credit Release	\$340	\$485
Transportation	<u>Bond Default Action</u>	N/A	\$1,520
Transportation	Snow Removal Bond	\$500 + \$20 per lot	\$750 + \$30 per lot
UTILITIES FEES			
Utilities	Water and Sewer Site Plan Review (Residential)	\$500 + \$50 per lot inspection fee	\$525 + \$50 per lot inspection fee
Utilities	Off-Site Water & Sewer Plan Review (Residential)	\$200 + \$.25 per In. ft. inspection fee	\$210 + \$.25 per In. ft. inspection fee
Utilities	Water and Sewer Site Plan Review (Commercial)	\$258 + \$.40 per In. ft	\$271 + \$.40 per In. ft.
Utilities	Off-Site Water & Sewer Plan Review (Commercial)	\$200 + \$.25 per In. ft. inspection fee	\$210 + \$.25 per In. ft. inspection fee

Utilities	Sanitary Sewer Lateral CCTV & Water Meter Inspection	\$150	\$150
Utilities	Sanitary Sewer Main CCTV Inspection	\$1.95 per ln. ft.	\$1.95 per ln. ft
Utilities	Water Main Bacteriological Sample Collection Fee	\$25 per event	\$55 per event
Utilities	Water Main Bacteriological Sample Testing Fee	\$20 per sample	\$35 per sample
Utilities	<u>Rezoning (GDP) or Feasibility (W&S)</u>	N/A	\$575
Utilities	<u>Major Site Plan Modeling (W&S)</u>	N/A	\$575
Utilities	<u>Minor Site Plan, SUP, Amendment, & Infrastructure Modeling (W&S)</u>	N/A	\$250
ZONING REVIEW FEES			
Zoning	Review fee for process not in fee schedule. Consult with Zoning Official on a case by case basis.	\$50/hour	\$90/hr
Zoning	Single Family Regular Review ^{1, 3}	\$95	\$115 + \$45 if proffers
Zoning	Multi-family Review	Formerly included in Commercial	\$345 + \$85 if proffers
Zoning	Residential Amendment Fee ^{1, 3}	\$50	\$100 + \$45 if proffers
Zoning	Non-Residential Principal Structure	Formerly identified as Certificate & Inspection	\$330 + \$85 if proffers
Zoning	Agricultural/Forestal District Applications	\$200.00 Surcharge to base fee	Delete Fee
Zoning	Single Family Addition or Accessory (fee for either Addition or first Accessory only) ^{1, 3}	\$40 + \$15 per accessory on permit	\$95 + \$15 per accessory on permit
Zoning	Single Family Addition or Accessory w/ proffer or located in RPA (fee for either Addition or first Accessory only) ^{1, 3}	\$125 + \$15 per additional accessory on permit	\$145 + \$15 per accessory on permit
Zoning	Zoning Home Occupations	\$55	\$60
Zoning	Zoning Home Enterprise	\$95	\$100
Zoning	Farm Exempt	\$90	\$55
Zoning	Zoning Board Of Appeals Residential	\$500	\$685 + mailing fee
Zoning	Commercial Use Certificate ^{1, 3}	\$90	\$120 + \$30 if proffers
Zoning	Commercial Use Certificate - Fast Track	\$200.00 Surcharge to base fee	Delete Fee
Zoning	Commercial Use Owner Change	\$90	\$70
Zoning	Major Site Plan Review ^{2, 4}	\$405 + \$115 per building	\$645 + \$85 if proffers + \$165 if overlay district
Zoning	Minor Site Plan Review ^{2, 4}	\$205	\$470 + \$85 if proffers + \$45 if overlay district
Zoning	Site Plan Resubmittal	\$165	\$140
Zoning	Site Plan Amendment	\$140	\$150 + \$65 if proffers
Zoning	Site Plan Permit Extension	\$150	\$160
Zoning	Signs without Proffers	\$180 + \$110 per sign	\$230 + \$110 per sign
Zoning	Signs with Proffers	\$260 + \$110 per sign	\$280 + \$110 per sign
Zoning	Commercial Addition ^{2, 4} and renovation	\$115	\$275 + \$65 if proffers
Zoning	Comm. Detached Access Structure	\$75	\$240 + \$65 if proffers
Zoning	<u>Small Cell facility review</u>	\$75	\$100 each for up to 5 small cell facilities plus \$50 for each additional small cell facility on a permit

Zoning	Zoning Confirmation Letters	\$200	\$260
Zoning	Zoning Board Of Appeals Commercial + Mailing Variance	\$650	\$690 + mailing fee
Zoning	Certificate & Inspection (No Proffers)	\$355	Deleted and replaced with Non-Res. Principal Structure
Zoning	Certificate & Inspection (Proffers Attached)	\$670	
Zoning	Commercial Amendment and Inspection (No Proffers)	\$235	\$260
Zoning	Commercial Amendment and Inspection (Proffers Attached)	\$390	\$420
Zoning	¹ Minor Proffer Surcharge	\$80	Included with fees as "if proffers"
Zoning	² Major Proffer Surcharge	\$190	
	³ Minor Overlay District Surcharge	\$40	Included with fees as "if overlay district"
Zoning	⁴ Major Overlay District Surcharge	\$150	
Zoning	Special Use Permit	\$455	\$490
Zoning	Special Use Permit Minor	\$455	\$385
Zoning	Special Use Permit Amendment, de minimis rezoning, home enterprise, and SUP with rezoning	\$55	\$195
Zoning	Rezoning	\$605	\$605
Zoning	Proffer Amendment Fee	\$605	\$405
Zoning	Preliminary Plats	\$50	\$315 + \$85 if proffers
Zoning	Record/Final Plats	\$50	\$110 + \$85 if proffers
Zoning	Exempt Plat Review	\$50	\$70 + \$30 if proffers
Zoning	Special Event Permit < 1,000 participants est.	\$365	\$370
Zoning	Special Event Permit > 1,000 participants est.	\$515	\$525
Zoning	Division Of Motor Vehicle Certification Letters	\$185	\$330
Zoning	Division of Motor Vehicle Certification Update	\$185	\$60
Zoning	Temporary Zoning Approvals	\$65	\$225
Zoning	Temporary Zoning Renewal	\$65	\$70
Zoning	Temp Family Health Structure	Formerly under Temp Zoning Appr	\$55
Zoning	Administrative Reduction In Yard	\$110	\$115
Zoning	Early Phase Permit	\$110	Delete
Zoning	Zoning - Temporary Electric	\$35	Delete
Zoning	Buoy Application	\$40	\$470
Zoning	Floodplain LOMR	\$960	\$250 + \$115/hr per additional hour
Zoning	Chicken Coop	\$30	\$65
Zoning	<u>Sheriff Tow Operator</u>	N/A	\$50
ZONING INSPECTION FEES			
Zoning	Commercial Site Plan Re-Inspection	\$135	\$180
Zoning	Zoning Proffer Inspection	\$220	\$220
Zoning	Zoning Proffer Reinspection	\$110	\$180
Zoning	Special Use (Conditions) Inspection	\$220	\$220
Zoning	Special Use (Conditions) Reinspection	\$110	\$180

CONTACT INFORMATION

Spotsylvania County Community Development
9019 Old Battlefield Blvd., Suite 100
Spotsylvania, VA 22553
540-507-7222 Fax: 540-507-7282

Abbreviations and Symbols		Notes:
AC	acre	* Virginia State levy on all permits for the purpose of continued education and training (2% of building permit fee).
bldg.	building	
CBO	Chief Building Official	
CO	Certificate of Occupancy	
com.	commercial	* Deposits - All deposits collected are non-refundable.
ERU	equivalent residential units	
est.	estimated	* Document requests / FOIA - Staff Salary/Hr. + cost of copies
gpd	gallons per day	
ind.	industrial	*Hourly rates at full or partial hour
min.	minimum	*Special fees - applicant will be charged at cost for consultant/expert review in special circumstances.
SUP	Special Use Permit	
Definitions:		Refunds:
* BMP-Best Management Practices: "...effective, practical means of preventing or reducing the amount of pollution generated by non-point sources to a level compatible with water quality goals." Spotsylvania County Code, Section 6A-4. Definitions		* Refunds (Building & Zoning) - All refunds need to be requested in writing to the Department Directors. 70% refund of amount paid minus the deposit, if no inspections have been made; or 70% refund minus the deposit and a percentage based on the number of inspections. Refund request must be within 6 months of permit issuance.
* Permit Applications - Awaiting issuance or additional information are voided after six months and deposits are forfeited.		
* Riser: sprinkler system water main.		
* Mechanical inspections: inspections of heating, ventilation, and air conditioning systems.		* Refunds (Planning): All refunds must be requested in writing to the Planning Director. Refunds will be issued in the following circumstances: 95% of Planning fees if application is withdrawn within three (3) business days of submission; 80% of Planning fees if application is withdrawn during the initial review period (time varies depending on application type); 40% of Planning fees if application is withdrawn within ten (10) business days after initial review comments are issued.
* Gross Building Area: The total area of each floor including the basement and all exterior structures, (such as decks, porches, garages, sheds, etc.)		
* Head: sprinkler head.		
* For permitting and review purposes: townhouses are considered residential; apartments and churches are considered commercial.		
* Permit transfer: would apply, for example, in the sale of a house.		

** Plumbing Fixture: A receptacle or device that is either permanently or temporarily connected to the water distribution system of the premises and demands a supply of water there from; discharges wastewater, liquid-borne waste materials or sewage either directly or indirectly to the drainage system of the premises; or requires both a water supply connection and a discharge to the drainage system of the premises. (Examples but not limited to: dishwasher, eye wash station, water heater, floor drain, sink, urinal, toilet, tub, shower, service sink, drinking fountain, clothes washer, water purifier, separator, interceptor)*

§ 2. This ordinance shall be in force and effect upon adoption.

(Ord. 22-01)

Spotsylvania County Planning Commission

Board Room, Holbert Building - 9104 Courthouse Road, Spotsylvania VA 22553

MINUTES: May 18, 2022

Call to Order: Mr. Childress called the meeting to order at 6:00 p.m.

Members Present:

Scott Phelps	Lee Hill
Jennifer Maddox	Berkeley
Dr. Raymond Bell	Salem
Gerald Childress	Chancellor
Travis Bullock	Battlefield
Debbie Fregoso	Livingston

Members Absent: Richard Thompson Courtland

Staff Present:

Paulette Mann, Planning Commission Secretary
B. Leon Hughes, AICP, Director of Planning & Zoning
Kimberly Pomatto, CZA, Deputy Director of Planning & Zoning
Shannon Fennell, Planner II
Alexandra Spaulding, Senior Assistant County Attorney
Paul Agnello, AICP, Traffic Engineer
Vanessa Stiles, Acting Planning Commission Secretary
Wanda Parrish, AICP, Asst. County Administrator – CDG
Matthew Decatur, Long Range Planner

Announcements: Mr. Hughes updated the Commission on upcoming cases, what is on the TRC agendas and community meetings.

He also introduced Ms. Vanessa Stiles, Paulette's backup and new Long Range Planner, Matthew Decatur.

Mr. Hughes discussed that the Crossroads case has been moved to the June 15, 2022 meeting per the applicant's request.

Reports of Standing Committees: None

Review and Approval of Minutes:

May 4, 2022 Minutes

The minutes were accepted and the motion passed 6-0.

Unfinished Business: None

Public Hearing(s):

Mr. Childress opened the public hearing.

CA22-0001 Spotsylvania County Board of Supervisors: An amendment to the unified fee schedule for land use and building related to Chapter 23, Zoning, of the Code of the County of Spotsylvania, Sec. 23-4.1.3, Processing and review fees, Sec. 23-7A.4.3, Fees, and Sec. 23-7A.4.4, Consultant Inspection Services, as authorized by Sec. 15.2-2286(6), Sec. 15.2-2292.1, Sec. 15.2-2311, and Sec. 15.2-2316.4:1 of the Code of Virginia; Chapter 20, Subdivisions, of the Code of the County of Spotsylvania, Sec. 20-4.1.1, Who may file; Payment of fees, as authorized by Sec. 15.2-2241(5) and (9) of the Code of Virginia; Chapter 19A, Stormwater Management, of the Code of the County of Spotsylvania, Sec. 19A-34, Conditions of approval and Sec. 19A-40, Fees, as authorized in Sec. 62.1-44.15:6, Sec. 62.1-44.15:27, Sec. 62.1-44.15:34, Sec. 62.1-44.15:48 of the Code of Virginia; Chapter 6A, Chesapeake Bay Preservation, of the Code of the County of Spotsylvania, Sec. 6A-12, Site plan review process and Sec. 6A-14, Review of site plan, Sec. 6A-15, Installation, bonding and maintenance, as authorized in Sec. 62.1-44.15:74 and Sec. 15.2-2286(6) of the Virginia Code; Chapter 8, Erosion, of the Code of the County of Spotsylvania, Sec. 8-5, Violation; Injunction and other legal actions by the County, Sec. 8-37, Permits and fees, and the Virginia Erosion and Sediment Control Handbook adopted, as authorized by Sec. 62.1-44.15:54, Sec. 62.1-44.15:57, and Sec. 62.1-44.15:63 of the Code of Virginia; Chapter 5, Buildings and Building Regulations, of the Code of the County of Spotsylvania, Sec. 5-71, Issuance of permit; payment of fee to treasurer prerequisite, Sec. 5-74, Other fees, as authorized in Sec. 36-105 of the Code of Virginia and Sec. 107.1 of the Uniform Statewide Building Code; and Chapter 9, Fire Prevention Code, of the Code of the County of Spotsylvania, Sec. 9-103, County permit, as authorized in Sec. 27-98 of the Code of Virginia and Sec. 107.1 of the Uniform Statewide Building Code, as follows:

Fee Schedule (Land Use & Building) Proposed Effective July 1, 2022			DRAFT
Division	Name of Fee	Current Fee (since 7/1/2019)	Proposed Fee
PERMIT CENTER FEES			
Permit Center	Processing Fee (including re-packaging)	\$65	\$75
Permit Center	Processing Fee for Accessories without Review	\$45	\$60
Permit Center	Over-the- Counter Permit and Processing	\$30	\$40
Permit Center	Weekly or Monthly Permit Issuance Report	\$20	\$20
Permit Center	Application Extension Fee	\$25	\$30
Permit Center	Permit Extension Fee	\$30	\$35
Permit Center	Permit Transfer	\$20	\$25
Permit Center	Mechanics Lien Agent Changes	\$20	\$25
Permit Center	General Contractor Changes	\$20	\$25
Permit Center	Tradesman Certificate Changes	\$20	\$25
BUILDING - RESIDENTIAL FEES			

Building	Single Family Homes (New Construction)	\$0.46 per sq. ft. Gross Building Area -includes all trades, construction & plan review, \$230 minimum charge	\$0.53 per sq. ft. Gross Building Area -includes all trades, construction & plan review, \$265 minimum charge
Building	Addition/Accessories - Plan Review, Electrical, Plumbing, Mechanical	\$0.46 per sq ft Gross Building Area-includes all trades, construction & plan review; \$230 minimum charge	\$0.53 per sq. ft. Gross Building Area -includes all trades, construction & plan review, \$265 minimum charge
Building	Residential Amendment Plan Review	\$160	\$270
Building	Residential Structural Re-review	\$330	\$415
Building	Single Wide	\$340	\$415
Building	Double & Triple Wide	\$465	\$560
Building	Re-Review for Residential Plan Review	\$70 per letter	\$75 per letter
Building	Code Modification Request - Residential	\$205	\$270
Building	Home Use or Home Occupancy	N/A	\$105
Building	Backflow Preventer - Residential	\$80	\$100
Building	Change Electric Service - Residential	\$80	\$100
Building	Minimum Building Over The Counter	\$80	\$100
Building	Minimum Mechanical Over The Counter	\$80	\$100
Building	Minimum Plumbing Over The Counter	\$80	\$100
Building	Minimum Electrical Over The Counter	\$80	\$100
Building	Interior Renovations/Alterations/Basement (All non-structural work)	\$0.33 per sq. ft. - Gross Building Area - includes all trades, construction & plan review	\$0.34 per sq. ft. - Gross Building Area
		\$165 minimum charge	\$180 minimum charge
BUILDING - COMMERCIAL FEES			
Building	Commercial New Construction and Commercial Alteration Inspection	See: Commercial New Construction/Alterations	See: Comm New Construction/Alterations
		\$150 minimum charge	\$160 minimum charge
Commercial New Construction/ Alterations			
Group	Factor - Use Description		
1	1 - S,U,H,F,shell	\$0.13	\$0.13
2	1.2 - B,M	\$0.15	\$0.16
3	1.3 - A2,3,4,E,I4,R2	\$0.16	\$0.18
4	1.4 - R1,A1	\$0.18	\$0.19
5	1.75 - I1,2,3	\$0.22	\$0.24
Building	Commercial New Construction Plan Review	See: Commercial New Construction Plan Review	See: Commercial New Construction Plan Review
		\$150 minimum charge	\$180 minimum charge
Commercial New Construction Plan Review			

Group	Factor - Use Description		
1	1 - S,U,H,F,shell	\$0.11	\$0.13
2	1.2 - B,M	\$0.13	\$0.16
3	1.3 - A2,3,4,E,I4,R2	\$0.14	\$0.17
4	1.4 - R1,A1	\$0.15	\$0.19
5	1.75 - I1,2,3	\$0.19	\$0.23
Building	Commercial Amendment Plan Review	See: Commercial Amendment Plan Review	See: Commercial Amendment Plan Review
		\$150 minimum charge	\$180 minimum charge
Commercial Amendment Plan Review			
Group	Factor - Use Description		
1	1 - S,U,H,F,shell	\$0.04	\$0.05
2	1.2 - B,M	\$0.05	\$0.06
3	1.3 - A2,3,4,E,I4,R2	\$0.06	\$0.07
4	1.4 - R1,A1	\$0.06	\$0.07
5	1.75 - I1,2,3	\$0.07	\$0.09
Building	Commercial - Plumbing	\$170 + \$30 per fixture	\$185 + \$30 per fixture
Building	Commercial - Mechanical	\$0.05 per sq. ft. gross bldg. area or \$170 minimum, plus \$30 per Fire Damper	\$0.06 per sq. ft. gross bldg. area or \$180 minimum, plus \$30 per Fire Damper
Building	Commercial - Electric	\$1.15 per amp. \$170 minimum	\$1.23 per amp. \$180 minimum
Building	Commercial - Electric R1 and R2 Dwelling units	\$85 per unit	\$90 per unit
Building	Commercial Hoods Type I	\$425	\$525
Building	Commercial Hoods Type II	\$335	\$435
Building	Commercial Building TRC Review	\$400	\$485
Building	Re-Review for Commercial Plan Review	\$110 per letter	\$135 per letter
Building	Building Use Review	\$60	\$100
Building	Code Modification Request - Commercial	\$480	\$640
Building	Backflow Preventer - Commercial	\$80	\$100
Building	Commercial Signs – Wall (with or w/o electric)	\$135	\$185
Building	Commercial Signs – Freestanding (with or w/o electric)	\$205	\$260
Building	Change Electric Service - Commercial	\$170	\$190
BUILDING - OTHER FEES			
Building	Temporary Electric on Pole	\$80	\$100
Building	Water and Sewer Lines (each)	\$80	\$100
Building	Footing and Foundation (By approved request only)	\$265	\$345
Building	Residential Elevator Installation	\$195	\$220
Building	Commercial Elevator Installation	\$415	\$480

Building	Elevator/Escalator/Annual Certifications	\$80	\$100
Building	Building / Structure Relocation	\$545	\$625
Building	Demolition	\$80	\$100
Building	Construction Trailer	\$255	\$285
Building	Sales Trailer	\$340	\$375
Building	Early Phase Tenant Build-out	\$120	\$170
Building	Targeted Industry	\$490	Delete Fee
Building	Carports (Pre-Manufactured Metal Free-Standing Only-Intake only)	\$70	\$75
Building	Open/Uncovered Handicap Ramp	\$80	\$100
Building	Decks (with or without electric)	\$135	\$160
	(No Plan Review)		
Building	Decks (with plan review)	\$170	\$250
Building	Residential Above Ground Pools and Hot Tubs	\$120	\$150
Building	Residential Above Ground Pool w/ Deck	\$145	\$240
Building	Residential In-ground Pools	\$365	\$430
Building	Commercial In-ground Pools	\$475	\$555
Building	Kiosks, Tents, Tanks - Building Fee	\$80	\$100
Building	Kiosks, Tents, Tanks - Electrical Fee	\$80	\$100
Building	Tanks Removal	\$80	\$100
Building	Asbestos Abatement	\$80	\$100
Building	Permits not covered in this fee schedule. Consult with CBO on a case by case basis.	\$65/hour	At cost - \$100 minimum
Building	Amusement Devices: Fees set Commonwealth in 13VAC5-31-75		
BUILDING - ADMINISTRATIVE FEES			
Building	Notice Violation Fee - Charged for failure to obtain a required permit prior to performing construction work.	\$130	\$145
Building	Notice To Comply - Charged if permits have been obtained but a code violation is discovered.	\$170	\$185
Building	Stop Work Order	\$150	\$165
Building	Building Board Code Appeal (BBCA) Filing	\$245	\$300
BUILDING - INSPECTION FEES			
Building	Residential Temp. Certificate of Occupancy	\$55	\$90
Building	Commercial Temp. Certificate of Occupancy	\$55	\$105
Building	Re-Inspection Fee (Residential/Commercial)	\$85	\$100
Building	Commercial Special Inspection	\$0.07 per sq. ft. \$150 minimum	\$0.08 per sq. ft. \$155 minimum
Building	Third Party County Certification	\$460	\$560
Building	Third Party Inspection Review	\$10 per inspection	\$13 per inspection

Building	After Hours Inspection (When approved by CBO)	\$170 per hour (2 hr. minimum)	\$180 per hour (2 hr. minimum)
BUILDING - FIRE REVIEW FEES			
Building	Bldg. Shell Sprinkler Syst Plan Review	\$0.02 per sq. ft., \$185 minimum	\$0.03 per sq. ft., \$190 minimum
Building	Sprinkler Head Add/Reloc Plan Review	\$0.02 per sq. ft., \$90 minimum	\$0.02 per sq. ft., \$95 minimum
Building	New Bldg Sprinkler Syst Plan Review	\$0.03 per sq. ft., \$230 minimum	\$0.03 per sq. ft., \$240 minimum
Building	Standpipe System Plan Review	\$150	\$160
Building	Fire Pump System Plan Review	\$225	\$235
Building	Alternative Syst. Plan Review	\$2.50 per device over 30	\$2.50 per device over 30
		\$150 minimum	\$200 minimum
Building	Underground Fire Service Plan Review	\$140	\$150
Building	Range Hood Plan Review	\$200 for the first hood, \$35 for each additional hood	\$210 for the first hood, \$40 for each additional hood
Building	Smoke Removal Plan Review	\$225	\$235
Building	Fire Alarm Sys. Plan Review	\$2.50 per device over 30	\$2.50 per device over 30
		\$150 minimum	\$160 minimum
Building	Limited Area Sprinkler Plan Review	\$150	\$160
Building	Fire Protection Amendment	N/A	\$125
Building	Spray Booths Plan Review and Inspection	\$380	\$390
FIRE - ADMINISTRATIVE FEES			
Fire	Building Shell Sprinkler System	\$.03 per sq. ft. > 10,000 sq. ft. w/hydro test; \$350 min	\$.03 per sq. ft. > 10,000 sq. ft. w/hydro test; \$350 min
Fire	Sprinkler Head Addition/Relocation	\$100 for 5 heads or less; \$10 per head over 5; \$300 min (includes hydro test)	\$100 for 5 heads or less; \$10 per head over 5; \$300 min (includes hydro test)
Fire	Standpipe System	\$100 per riser; \$100 min	\$100 per riser; \$100 min
Fire	Fire Pump System	\$50 per riser; \$150 min	\$50 per riser; \$150 min
Fire	Fire Pump	\$200	\$200
Fire	Specialized Detection System	\$5 per device; \$50 min	\$5 per device; \$50 min
Fire	Fire Dampers	\$10 per device; \$100 min	\$10 per device; \$100 min
Fire	Underground Fire Service Line Inspection/Flush	\$200 (includes hydro test)	\$200 (includes hydro test)
Fire	Range Hood Test/Inspection	\$175 per hood	\$175 per hood
Fire	Smoke Removal Performance Test	\$175	\$175
Fire	Fire Alarm System Test	\$5 per device; \$100 min	\$5 per device; \$100 min
Fire	Inspection of Dry Pipe, Valve Trip Test	\$125 Valve Trip Test	\$125 Valve Trip Test
Fire	Limited Area Sprinkler	\$125	\$125

Fire	Spray Booths	\$175	\$175
Fire	Elevator Testing	\$125 per car	\$125 per car
Fire	Emergency Generator Testing/Fire Protection Equip.	\$150 per generator	\$150 per generator
Fire	Kiosks, Tent, Tank Fee	\$70	\$70
Fire	Re-Inspection for New Construction (Residential/Commercial)	\$85	\$85
Fire	After Hours Inspection (Approved By DFM)	\$170 per hr (2 hour Min)	\$170 per hr (2 hour Min)
FIRE			
Fire	Open Burn Permits	\$200	\$200
Fire	Residential Site Plan Review 1-6 Dwelling units	\$125	\$125
Fire	Residential Site Plan Review 7-30 Dwelling units	\$175	\$175
Fire	Residential Site Plan Review 31-100 Dwelling units	\$225	\$225
Fire	Residential Site Plan Review 101-300 Dwelling units	\$325	\$325
Fire	Residential Site Plan Review 301 + Dwelling units	\$350.00 + \$2 per unit over 301 dwelling units	\$350.00 + \$2 per unit over 301 dwelling units
Fire	Commercial Site Plan Review less than 1 disturbed acre	\$325	\$325
Fire	Commercial Site Plan Review greater than 1 disturbed acre but less than 5AC	\$425	\$425
Fire	Commercial Site Plan Review greater than 5 disturbed acres	\$525	\$525
Fire	Fire Lane Plan Review	\$150	\$150
Fire	FREM Permit for Storage of Explosives	\$250	\$250
Fire	FREM Permit for Off-Site Storage of Fireworks	\$250	\$250
Fire	FREM Permit for Blasting	\$250	\$250
Fire	FREM Permit for Retail Sales of Consumer Fireworks	\$275	\$275
Fire	FREM Permit for Fireworks Display (Also requires \$1M Certificate of Insurance)	\$120 per hour	\$120 per hour
Fire	FREM Permit for Amusement Buildings	\$120 per hour billed by the quarter hour (\$30 for each 15-minute interval) \$50 Minimum	\$120 per hour billed by the quarter hour (\$30 for each 15-minute interval) \$50 Minimum
Fire	FREM Existing Occupancy Inspection for a Business of 1,200 sq ft or less	Flat Rate Small Business Inspection Fee of \$50.00	Delete Fee
Fire	FREM Existing Occupancy Inspection for a Business of More Than 1,200 sq ft	\$120 per hour billed by the quarter hour (\$30 for each 15-minute interval) \$50 Min.	Delete Fee
Fire	FREM Re-Inspection Fee if all noted violations are corrected at the time of inspection	No Charge	Delete Fee
Fire	FREM Re-Inspection if some or all noted violations are NOT corrected at the time of inspection	\$120 per hour billed by the quarter hour (\$30 for each 15-minute interval) \$50.00 min	Delete Fee
Fire	Origin and Cause Report	\$15	\$15

Fire	FREM Fire Report	\$5	\$5
ENVIRONMENTAL - CHESAPEAKE BAY			
Ches. Bay Div.	Non-Residential Plan Review (Ches Bay and SWM) - Minor Site Plan Review	Combined existing fees into one: includes plan review and inspections	*\$2,500 + \$150/hr for review over 4 hours
Ches. Bay Div.	Non-Residential Plan Review (Ches Bay and SWM) - Major Site Plan Review		*\$5,000 plus \$95 per acre >10 disturbed acres
Ches. Bay Div.	Non-Residential (Erosion Only) < 5 Dist. Acres	\$960	Included above (*)
Ches. Bay Div.	Non-Residential (Erosion Only) 5 -10 Dist. Acres	\$1,280	
Ches. Bay Div.	Non-Residential (Erosion Only) > 10 Dist. Acres	\$1,280 + \$80 per acre > 10 dist. acres	
Ches. Bay Div.	SFH & Additions/Accessories No Mitigation	\$80	\$95
Ches. Bay Div.	SFH & Additions/Accessories W/ Mitigation	\$160	\$215 + \$95 per re-review
Ches. Bay Div.	RPA Encroachment waivers	\$600	\$625
Ches. Bay Div.	RPA Encroachment waivers (requiring Planning Commission Public Hearing)	\$1,525	\$1,600
Ches. Bay Div.	BMP Agreement	\$645	\$650
Ches. Bay Div.	As-built Plans reviews	\$285	\$225 + \$95/hr exceeding 2 hours
Ches. Bay Div.	Minor Site Plans :		Included above (*)
	Erosion Review Only	\$1,095	
	Storm Water Management Required	\$1,415	
Ches. Bay Div.	RPA/Wetland Determinations	\$160 per hour	\$325 + \$160/hr exceeding 2 hours
Ches. Bay Div.	Major Water Quality Impact Review	N/A	\$325 Base Fee + \$120/hr for any review time exceeding two hours
Ches. Bay Div.	Flood Plain Studies	\$960	Moved Under Zoning
Ches. Bay Div.	Storm Water Management Plans	\$160 per hour	Included above (*)
Ches. Bay Div.	Early Clearing & Grading / Clearing & Grading Only	\$595	
Ches. Bay Div.	1-5 Dist. Acres -		
	5.1-10 Dist. Acres -	\$915	
	>10 Dist. Acres -	\$915 + \$80 per acre > 10acres	
Ches. Bay Div.	Linear Projects (all per 10sf disturbed acreage)		
	Pervious surface in an RPA	\$0.04	0.05 per linear sf
	Impervious surface in an RPA	\$0.06	
	Pervious surface outside an RPA	\$0.02	
	Impervious Surface outside an RPA	\$0.04	
	Minimum charge for Linear Projects	\$80	\$80

Ches. Bay Div.	Plat Review	N/A	Exempt Plat - \$120; Final Plat - \$225 Base Fee + \$120/hr for any review time exceeding 1 hour
Ches. Bay Div.	Plat Resubmittal	N/A	Final Plat - \$225 Base Fee + \$120/hr for any review time exceeding 1 hr
Ches. Bay Div.	Residential and Commercial VDPES and Ches Bay Verification Reviews	N/A	\$25
Ches. Bay Div.	SWM Bond - Commercial/Residential Subdivisions	Per Engineered Cost Estimate + 25%	Per Engineering Cost Estimate + 25%
Ches. Bay Div.	Commercial/Residential Subdivision SWM Bond Management Fee (Fee includes Bond Release Processing Fee)	N/A	\$550
ENVIRONMENTAL - EROSION RESIDENTIAL			
ESC	E&S Residential Permit (Includes Plan Review and three required inspections -first erosion, final erosion, bond release)	Revised to include plan review, first, occupancy, bond release, and first year of bi-weekly inspections.	
ESC	Detached SFH	\$975	Broken up into fees below(**):
ESC	Residential Clearing and Grading Permit Plan Review	Separated the Plan Review and Inspection Fees	**\$145
ESC	Single Family Detached Residential Inspections	Separated the Plan Review and Inspection Fees	**\$1,350 includes first, occupancy, bond release and first year of bi-weekly inspections.
ESC	Attached SFH - 2 Units Inspections	\$1,060	**\$1,435 includes first, occupancy, bond release and first year of bi-weekly inspections.
ESC	Attached SFH - 3 to 5 Units Inspections	\$1,100	**\$1,475 includes first, occupancy, bond release and first year of bi-weekly inspections.
	Attached SFH - 6 to 10 Units Inspections	\$1,180	**\$1,555 includes first, occupancy, bond release and first year of bi-weekly inspections.
ESC	E&S RPA Mitigation Inspection (Residential)	\$810	\$825
ESC	E&S Plan Review Revision/Amendment Fee (Single Family)	\$95	\$145 + \$125 per additional review
ESC	E&S Site Plan Permit Extension (Residential)	\$95	\$100/ month
ESC	E&S Residential Site Plan - Resubmittal	\$95	\$145
ESC	Demolition/Stabilization (Land Disturbance 2,500sq ft or more) (Residential)	\$390	Delete, based on type of review residential or commercial
ESC	E&S Temporary Final Erosion (Requested - Residential)	\$125	\$135
ESC	ESC Administrator Decision Appeal (Residential)	\$95	See Appeal below

ENVIRONMENTAL - EROSION COMMERCIAL			
ESC	E&S RPA Mitigation Inspection (Commercial)	\$1,125	\$1,150
ESC	Bond Reduction or Release Inspection Request	\$375	\$385
ESC	E&S Site Bond Release Inspection (Commercial)	\$375	\$550
ESC	E&S Linear Project Inspection (per linear foot)	\$0.07	\$0.08
ESC	Minimum charge for Linear Project Inspection	\$90	\$100
ESC	E&S Site Plan Permit Extension (Commercial)	\$2,209	\$2,225
ESC	Demolition/Stabilization (Land Disturbance 2,500sq ft or more) (Commercial)	\$565	Delete
ESC	Non-Residential Plan Review (ESC) - Minor Site Plan Review	Combined existing fees into one: includes plan review and pre-construction meeting, first year inspections	***\$2500 + \$150/hr for review over 4 hours
ESC	Non-Residential Plan Review (ESC) - Major Site Plan Review		***\$5,000 plus \$95 per acre >10 disturbed acres
ESC	Site Plans (Commercial/Industrial): Environmental	< 2 Acres = \$2810	Combined to Fees above(***)
ESC		2 - < 5 Acres = \$4920	
ESC		5 -10 Acres = \$6295	
ESC		10 + acres \$7355 + \$80 per acre > 10 acres	
ESC	E&S Temporary Final Erosion (Requested - Commercial)	\$210	\$225
ESC	ESC Administrator Decision Appeal (Commercial)	\$95	\$100
ESC	OTHER ENVIRONMENTAL FEES		
ESC	E&S BMP Initial Certification (All types)	\$80	\$125
ESC	E&S Annual BMP Re-Cert. (any type) (Maint)	\$95	\$100 no inspection; \$200 w/ inspection
ESC	Flood Plain Determination (Written Confirmation)	\$120	Zoning Fee
ESC	E&S Variance	\$185	\$195
ESC	E&S Re-inspection Fee	\$120	\$125
ESC	Notice of Violation/Notice to Comply	\$725	\$725
ESC	RPA - Notice of Violation/Notice to Comply	\$725	\$725
ESC	Notice of Violation/Notice to Comply Re-Inspect.	\$205	\$225
ESC	RPA Encroachment Violation Fee	\$885	\$900
ESC	Environmental Investigation Fee (for disturbance without permit)	\$885	\$900
ESC	Illicit Discharge Violation Fee (discharge flowing from construction site directly into waterway(s))	N/A	\$885
ESC	VDPPES Violation Fee (No SWPPP onsite, or any violation of the CGP permit)	N/A	\$885
ESC	Large Scale Land Disturbance Fees:		
ESC	400 to < 1000 ac	\$7,000 per month	\$7,000 per month
ESC	1000 to <2000 ac	\$11,000 per month	\$11,000 per month

ESC	2000 to <3000 ac	\$22,000 per month	\$22,000 per month
ESC	3000 ac and greater	\$44,000 per month	\$44,000 per month
ESC	ENVIRONMENTAL BONDING		
ESC	Erosion Bond - Residential - Townhouses	\$1,000 ea	\$1,000 ea
ESC	Erosion Bond - Residential - 1/4 acre or less	\$1,500	\$1,500
ESC	Erosion Bond - Residential - >. 1/4 to 1/2 acre	\$2,500	\$2,500
ESC	Erosion Bond - Residential - >. 1/2 to 1 acre	\$3,000	\$3,000
ESC	Erosion Bond - Residential - 1 acre Plus	\$3,000 per acre + the cost of any additional acreage	\$3,000 per ac + the cost of any additional partial acre as noted above
ESC	Residential Bond Transfer Request	N/A	\$50
ESC	Commercial Bond Transfer Request	N/A	\$150
ESC	Erosion Bond - Commercial/Residential Subdivisions	Per Engineered Cost Estimate + 25%	Per Engineering Cost Estimate + 25%
ESC	ADMINISTRATIVE CHARGES		
ESC	Information Request	Staff Time/Hr	Staff Time/Hr
ENVIRONMENTAL - STORMWATER FEES			
	Local SWM Fees		
SWM	Sfh cbpa 1 ac to 5 ac	\$209	No Change in Fees
SWM	Less than 1 ac	\$290	
SWM	Greater than 1 ac less than 5 acre	\$1,944	
SWM	Equal to or greater than 5 ac less 10 ac	\$2,448	
SWM	Equal to or greater than 10 ac less 50 ac	\$3,240	
SWM	Equal to or greater than 50 ac less than 100 ac	\$4,390	
SWM	Equal to or than 100 ac	\$6,912	
SWM	Phase 1 clearing equal to or greater 5 ac	\$750	
SWM	Phase ii clearing = to or >1ac less 5 ac	\$450	
SWM	Modification less than 1 ac	\$20	
SWM	Modification equal to or greater than 1 ac less 5 ac	\$200	
SWM	Modification = or > 5 ac less than 10 ac	\$250	
SWM	Modification = or > 10 ac less than 50 ac	\$300	
SWM	Modification = or > 50 ac less than 100 ac	\$450	
SWM	Modification equal to or > 100 ac	\$700	
SWM	Modification individual permit discharge	\$5,000	
SWM	Maintenance less than 1 acre	\$50	
SWM	Maintenance greater than 1 ac less than 5 ac	\$400	
SWM	Maintenance= or > 5 ac less than 10 ac	\$500	
SWM	Maintenance = or > 10 ac less than 50 ac	\$650	
SWM	Maintenance = or > 50 ac less than 100 ac	\$900	
SWM	Maintenance equal to or > 100 ac	\$1,400	
SWM	Maintenance individual discharge	\$3,000	

STATE MANDATED FEES	State SWM Fees		
SWM	Greater than 1 ac less than 5 acre	\$756	No Change in Fees
SWM	Equal to or greater than 5 ac less 10 ac	\$952	
SWM	Equal to or greater than 10 ac less 50 ac	\$1,260	
SWM	Equal to or greater than 50 ac less than 100 ac	\$1,708	
SWM	Equal to or than 100 ac	\$2,688	
GIS FEES			
GIS	Exhibit Easements	\$460	\$460
GIS	Residential Site Plan Review	\$260 + \$5 per lot > 10 lots	\$435 + \$5 per lot > 10 lots
GIS	Commercial Site Plan Review		
GIS	Minor Site Plan Review		
GIS	Site Plan Amendment		
GIS	Record Plat Review (Minor)	\$815 + \$10 per lot > 3 lots	\$1,390 + \$12 per lot > 3 lots
GIS	Record Plat Review (Major)		
GIS	Preliminary Plat Review	\$280 + \$5 per lot > 10 lots	\$435 + \$6 per lot > 10 lots
GIS	Annual Division Review	\$580	\$945
GIS	Family Exempt Plat Review	\$580	\$945
GIS	Consolidation & Lot Line Adjustment Plat Review	\$580	\$945
GIS	Right of Way Dedication & Easement Plat Review	\$580	\$945
GIS	Rezoning Review	\$190	\$330
GIS	Special Use Permit Review	\$190	\$330
GIS	Special Use Permit Telecommunication Tower	\$190	Delete Fee
GIS	Road Name Change	\$750 + \$250 per sign + \$5 per affected lot	\$750 + \$250 per sign + \$5 per affected lot
PLANNING FEES			
Planning	Residential Site Plan Review	\$3,210 + \$25 per each 5 lots or portion > 10	\$3,635 + \$25 per each 5 lots or potion > 10 lots
Planning	Commercial Site Plan Review	\$3,210 + \$65 per dist acre > 2 AC	\$3,635 + \$150 per dist acre > 2 AC
Planning	Minor Site Plan Review	\$1,345	\$1,600
Planning	Infrastructure Plan	\$1,750 + \$45 per dist. Acre > 5 AC	\$1955 + \$60 per dist acre > 5 AC
Planning	Trail Review	\$590	\$780
Planning	Preliminary Plat Review (50 lots or less)	\$1,840	\$1,905
Planning	Preliminary Plat Review (51 or more lots)	\$3,020 + \$15 per each 5 lots or portion >55	\$3,310 + \$20 per each 5 lots or portion >55 lots
Planning	Preliminary Plat Technical Change	\$50	\$65
Planning	Record/Final Plat Review (3 lots or less and no infrastructure surety required)	\$1,755	\$2,015
Planning	Record/Final Plat Review (4 lots or more and/or infrastructure surety required)	\$3,200 + \$15 per lot > 10 lots	\$3,935 + \$15 per lot > 10 lots

Planning	Article 13 Plat Review	\$1,500 + \$15 per lot > 10 lots	\$1,750 + \$20 per lot > 10 lots + \$500 if includes legal documents
Planning	Article 13 Infrastructure Plan Review	\$1,455 + \$45 per acre > 5 dist. AC	\$1,700 + \$55 per acre > 5 dist. Acre
Planning	Family Division Plat Review	\$1,255	\$1,390
Planning	Consolidation & Lot Line Adjustment Plat Review	\$1,145	\$1,145
Planning	Annual Division Plat Review	\$1,145	\$1,285
Planning	Right of Way Dedication & Easement Plat Review	\$1,480	\$1,995
Planning	Easement Exhibit Plat	\$865	\$975
Planning	Easement Exhibit Plat (No Legal Review Required)	\$480	\$590
Planning	Rezoning	\$11,650 + \$45 per acre > 10 dist AC+ mailing fees	\$13,000 + \$55 per acre > 10 dist AC + mailing fees
Planning	Rezoning GDP & Proffer Amendment	\$7,175 + mailing fees	\$7,565 + mailing fees
Planning	Rezoning Proffer Amendment - Text Only	\$4,180 + mailing fees	\$5,345 + mailing fees
Planning	Special Use Permit (New Development)	\$6,560 + mailing fees	\$6,825 + mailing fee
Planning	Special Use Permit (No New Development)	\$4,035 + mailing fees	\$4,205 + mailing fee
Planning	Special Use Condition Amendment, Home Enterprise or Sign SUP, Deminimus rezoning, and SUP with a rezoning	\$2,385 + mailing fees	\$2,545 + mailing fee
Planning	Special Use Permit for Telecommunications Tower	\$11,010 + mailing fees	Delete Fee
Planning	Right of Way Vacation or Alteration (15.2-2006)	\$100 plus advertising cost	\$600 (includes advertising)
Planning	Development Rights Determination Letter	\$25	\$30
Planning	Site Plan or Infrastructure Plan Amendment	\$1,335	\$1,425
Planning	Waiver/Exception Request heard by Planning Commission	\$200	\$210
Planning	3rd and subsequent Site Plan Review	\$300	\$360
Planning	3rd and subsequent Minor Site Plan Review	\$160	\$230
Planning	3rd and subsequent Infrastructure or Trail Review	\$160	\$230
Planning	3rd and subsequent Preliminary Plat Review	\$190	\$350
Planning	3rd and subsequent Major Record Plat Review	\$585	\$650
Planning	3rd and subsequent Minor Record Plat Review	\$285	\$320
Planning	3rd and subsequent Article 13 Plat Review	\$190	\$250; \$500 if includes legal documents
Planning	3rd and subsequent Article 13 Infrastructure Plan Review	\$205	\$275
Planning	3rd and subsequent Family Division Plat Review	\$195	\$250
Planning	3rd and subsequent Consolidation, & Lot Line Adjustment Plat Review	\$195	\$230
Planning	3rd and subsequent Annual Division Review	\$195	\$230
Planning	3rd and subsequent Right-of-way dedication & Easement Plat Review	\$215	\$305
Planning	3rd and subsequent Easement Exhibit Plat Review	\$205	\$235

Planning	3rd and subsequent Site Plan Amendment/ Infrastructure Plan Amendment Review	\$205	\$235
Planning	Comprehensive Plan Amendment/ 2232	\$1,000	\$1,000
Planning	Agricultural/Forestral District Applications	\$300	\$300
TRANSPORTATION FEES			
Transportation	Site Plan Review (Commercial & Residential)	\$285	\$640 + \$115 3rd+ submission review
Transportation	<u>Preliminary Plat Review</u>	N/A	\$405
Transportation	<u>Rezoning and SUP Review</u>	N/A	\$750
Transportation	<u>TIA Scoping</u>	N/A	\$250
Transportation	Traffic Study Review 500 to 999 daily trips	\$250 per review	\$600 + \$250 3rd+ review
Transportation	Traffic Study Review 1,000 to 4,999 daily trips	\$250 per review	\$1,050 + \$400 3rd+ review
Transportation	Traffic Study Review 5000+ daily trips	\$250 per review	\$1,550 + \$600 3rd+ review
Transportation	Letter of Credit or Bond	110% of the approved Engineer's estimate	110% of the approved Engineer's estimate
Transportation	<u>Bond/Subdivision Agreement Extension</u>	N/A	\$400
Transportation	<u>Inspection (not assoc with process in fee sch.)</u>	N/A	\$150
Transportation	Engineer's Estimate Review (per review)	\$115	\$225
Transportation	Bond/Letter of Credit Substitution	N/A	\$250
Transportation	Inspection for Bond or Letter of Credit Review/Reduction (per request)	\$270	\$390
Transportation	Final Inspection for Bond/Letter of Credit Release	\$340	\$485
Transportation	<u>Bond Default Action</u>	N/A	\$1,520
Transportation	Snow Removal Bond	\$500 + \$20 per lot	\$750 +\$30 per lot
UTILITIES FEES			
Utilities	Water and Sewer Site Plan Review (Residential)	\$500 + \$50 per lot inspection fee	\$525 + \$50 per lot inspection fee
Utilities	Off-Site Water & Sewer Plan Review (Residential)	\$200 + \$.25 per ln. ft. inspection fee	\$210 + \$.25 per ln. ft. inspection fee
Utilities	Water and Sewer Site Plan Review (Commercial)	\$258 + \$.40 per ln. ft	\$271 + \$.40 per ln. ft.
Utilities	Off-Site Water & Sewer Plan Review (Commercial)	\$200 + \$.25 per ln. ft. inspection fee	\$210 + \$.25 per ln. ft. inspection fee
Utilities	Sanitary Sewer Lateral CCTV & Water Meter Inspection	\$150	\$150
Utilities	Sanitary Sewer Main CCTV Inspection	\$1.95 per ln. ft.	\$1.95 per ln. ft
Utilities	Water Main Bacteriological Sample Collection Fee	\$25 per event	\$55 per event
Utilities	Water Main Bacteriological Sample Testing Fee	\$20 per sample	\$35 per sample
Utilities	<u>Rezoning (GDP) or Feasibility (W&S)</u>	N/A	\$575
Utilities	<u>Major Site Plan Modeling (W&S)</u>	N/A	\$575
Utilities	<u>Minor Site Plan, SUP, Amendment, & Infrastructure Modeling (W&S)</u>	N/A	\$250
ZONING REVIEW FEES			

Zoning	Review fee for process not in fee schedule. Consult with Zoning Official on a case by case basis.	\$50/hour	\$90/hr
Zoning	Single Family Regular Review ^{1, 3}	\$95	\$115 + \$45 if proffers
Zoning	Multi-family Review	Formerly included in Commercial	\$345 + \$85 if proffers
Zoning	Residential Amendment Fee ^{1, 3}	\$50	\$100 + \$45 if proffers
Zoning	Non-Residential Principal Structure	Formerly identified as Certificate & Inspection	\$330 + \$85 if proffers
Zoning	Agricultural/Forestral District Applications	\$200.00 Surcharge to base fee	Delete Fee
Zoning	Single Family Addition or Accessory (fee for either Addition or first Accessory only) ^{1, 3}	\$40 + \$15 per accessory on permit	\$95 + \$15 per accessory on permit
Zoning	Single Family Addition or Accessory w/ proffer or located in RPA (fee for either Addition or first Accessory only) ^{1, 3}	\$125 + \$15 per additional accessory on permit	\$145 + \$15 per accessory on permit
Zoning	Zoning Home Occupations	\$55	\$60
Zoning	Zoning Home Enterprise	\$95	\$100
Zoning	Farm Exempt	\$90	\$55
Zoning	Zoning Board Of Appeals Residential	\$500	\$685 + mailing fee
Zoning	Commercial Use Certificate ^{1, 3}	\$90	\$120 + \$30 if proffers
Zoning	Commercial Use Certificate - Fast Track	\$200.00 Surcharge to base fee	Delete Fee
Zoning	Commercial Use Owner Change	\$90	\$70
Zoning	Major Site Plan Review ^{2, 4}	\$405 + \$115 per building	\$645 + \$85 if proffers + \$165 if overlay district
Zoning	Minor Site Plan Review ^{2, 4}	\$205	\$470 + \$85 if proffers + \$45 if overlay district
Zoning	Site Plan Resubmittal	\$165	\$140
Zoning	Site Plan Amendment	\$140	\$150 + \$65 if proffers
Zoning	Site Plan Permit Extension	\$150	\$160
Zoning	Signs without Proffers	\$180 + \$110 per sign	\$230 + \$110 per sign
Zoning	Signs with Proffers	\$260 + \$110 per sign	\$280 + \$110 per sign
Zoning	Commercial Addition ^{2, 4} and renovation	\$115	\$275 + \$65 if proffers
Zoning	Comm. Detached Access Structure	\$75	\$240 + \$65 if proffers
Zoning	<u>Small Cell facility review</u>	\$75	\$100 each for up to 5 small cell facilities plus \$50 for each additional small cell facility on a permit
Zoning	Zoning Confirmation Letters	\$200	\$260
Zoning	Zoning Board Of Appeals Commercial + Mailing Variance	\$650	\$690 + mailing fee
Zoning	Certificate & Inspection (No Proffers)	\$355	Deleted and replaced with Non-Res. Principal Structure
Zoning	Certificate & Inspection (Proffers Attached)	\$670	
Zoning	Commercial Amendment and Inspection (No Proffers)	\$235	\$260
Zoning	Commercial Amendment and Inspection (Proffers Attached)	\$390	\$420

Zoning	¹ Minor Proffer Surcharge	\$80	Included with fees as "if proffers"
Zoning	² Major Proffer Surcharge	\$190	
	³ Minor Overlay District Surcharge	\$40	Included with fees as "if overlay district"
Zoning	⁴ Major Overlay District Surcharge	\$150	
Zoning	Special Use Permit	\$455	\$490
Zoning	Special Use Permit Minor	\$455	\$385
Zoning	Special Use Permit Amendment, de minimis rezoning, home enterprise, and SUP with rezoning	\$55	\$195
Zoning	Rezoning	\$605	\$605
Zoning	Proffer Amendment Fee	\$605	\$405
Zoning	Preliminary Plats	\$50	\$315 + \$85 if proffers
Zoning	Record/Final Plats	\$50	\$110 + \$85 if proffers
Zoning	Exempt Plat Review	\$50	\$70 + \$30 if proffers
Zoning	Special Event Permit < 1,000 participants est.	\$365	\$370
Zoning	Special Event Permit > 1,000 participants est.	\$515	\$525
Zoning	Division Of Motor Vehicle Certification Letters	\$185	\$330
Zoning	Division of Motor Vehicle Certification Update	\$185	\$60
Zoning	Temporary Zoning Approvals	\$65	\$225
Zoning	Temporary Zoning Renewal	\$65	\$70
Zoning	Temp Family Health Structure	Formerly under Temp Zoning Appr	\$55
Zoning	Administrative Reduction In Yard	\$110	\$115
Zoning	Early Phase Permit	\$110	Delete
Zoning	Zoning - Temporary Electric	\$35	Delete
Zoning	Buoy Application	\$40	\$470
Zoning	Floodplain LOMR	\$960	\$250 + \$115/hr per additional hour
Zoning	Chicken Coop	\$30	\$65
Zoning	<u>Sheriff Tow Operator</u>	N/A	\$50
ZONING INSPECTION FEES			
Zoning	Commercial Site Plan Re-Inspection	\$135	\$180
Zoning	Zoning Proffer Inspection	\$220	\$220
Zoning	Zoning Proffer Reinspection	\$110	\$180
Zoning	Special Use (Conditions) Inspection	\$220	\$220
Zoning	Special Use (Conditions) Reinspection	\$110	\$180
CONTACT INFORMATION			
Spotsylvania County Community Development 9019 Old Battlefield Blvd., Suite 100 Spotsylvania, VA 22553 540-507-7222 Fax: 540-507-7282			
Abbreviations and Symbols		Notes:	

AC	acre	* Virginia State levy on all permits for the purpose of continued education and training (2% of building permit fee).
bldg.	building	
CBO	Chief Building Official	
CO	Certificate of Occupancy	
com.	commercial	* Deposits - All deposits collected are non-refundable.
ERU	equivalent residential units	
est.	estimated	* Document requests / FOIA - Staff Salary/Hr. + cost of copies
gpd	gallons per day	
ind.	industrial	*Hourly rates at full or partial hour
min.	minimum	*Special fees - applicant will be charged at cost for consultant/expert review in special circumstances.
SUP	Special Use Permit	
Definitions:		Refunds:
* BMP-Best Management Practices: "...effective, practical means of preventing or reducing the amount of pollution generated by non-point sources to a level compatible with water quality goals." Spotsylvania County Code, Section 6A-4. Definitions		* Refunds (Building & Zoning) - All refunds need to be requested in writing to the Department Directors. 70% refund of amount paid minus the deposit, if no inspections have been made; or 70% refund minus the deposit and a percentage based on the number of inspections. Refund request must be within 6 months of permit issuance.
* Permit Applications - Awaiting issuance or additional information are voided after six months and deposits are forfeited.		
* Riser: sprinkler system water main.		
* Mechanical inspections: inspections of heating, ventilation, and air conditioning systems.		* Refunds (Planning): All refunds must be requested in writing to the Planning Director. Refunds will be issued in the following circumstances: 95% of Planning fees if application is withdrawn within three (3) business days of submission; 80% of Planning fees if application is withdrawn during the initial review period (time varies depending on application type); 40% of Planning fees if application is withdrawn within ten (10) business days after initial review comments are issued.
* Gross Building Area: The total area of each floor including the basement and all exterior structures, (such as decks, porches, garages, sheds, etc.)		
* Head: sprinkler head.		
* For permitting and review purposes: townhouses are considered residential; apartments and churches are considered commercial.		
* Permit transfer: would apply, for example, in the sale of a house.		

** Plumbing Fixture: A receptacle or device that is either permanently or temporarily connected to the water distribution system of the premises and demands a supply of water there from; discharges wastewater, liquid-borne waste materials or sewage either directly or indirectly to the drainage system of the premises; or requires both a water supply connection and a discharge to the drainage system of the premises. (Examples but not limited to: dishwasher, eye wash station, water heater, floor drain, sink, urinal, toilet, tub, shower, service sink, drinking fountain, clothes washer, water purifier, separator, interceptor)*

Ms. Parrish presented the case. She explained the purpose of the fee schedule is to establish fees to offset costs for permits and processes related to building and development. Code Compliance budgets are fee supported which includes Building, Zoning, and Environmental. There is an exception for core and basic functions. They are offset by transfer from the General Fund. Planning is General Fund supported, but fees are collected to cover applicant-driven processes. Other division have review/inspections roles related to building and development, including Transportation, GIS, FREM, and Utilities.

Ms. Parrish discussed the following constraints:

- State Law (In General Terms)
 - Fees shall not exceed an amount commensurate with services rendered.
- County Goal
 - Fee based processes in Building, Zoning, Environmental, & Planning should be self-sufficient.

She stated it is important to note that the Building Department fees have been provided for informational purposes, but they are not under the purview of the Planning Commission.

Ms. Parrish discussed that the FY2017 (current) fee schedule was implemented over a four year period where the fees were adjusted by 25% each year to reach the FY2017 recommended amount in FY2020. There wasn't an update in FY2021-22 due to Covid-19, so it has been six years since.

She explained the methodology for calculating fees and provided several comparisons showing the percentage of increase or decrease. Ms. Parrish stated that there are also several processes that staff does that currently have no fee associated with them and so those processes now have a proposed fee.

Ms. Parrish stated that staff recommends approval of CA22-0001. She further stated that the FY2023 Budget revenues assume implementation of the fee schedule and staff is seeking to implement July 1, 2022 following the Board of Supervisors public hearing and vote.

There was discussion about how some very larger projects can add a great amount of revenue which is then banked in a reserve due to certain applications spanning multiple years.

Ms. Parrish discussed that staff vacancies result in savings. She also discussed the difficulty in getting county vehicles due to the shortages.

A question was also raised about how the County compares to Stafford & Fredericksburg.

Ms. Parrish stated that the City Departments are all general fund supported but that Stafford follows more closely to us. She discussed that it is very difficult to compare apples to apples, especially since Stafford has not adjusted fees in several years either.

Speaking in favor or opposition: None

Mr. Childress closed the public hearing.

Motion and vote: Mr. Childress made a motion, seconded by Mr. Phelps to recommend approval the fee schedule. The motion passed 6-0.

Mr. Childress opened the public hearing.

R21-0007 “FAIRCHILD COMMONS” BRENDA BUNDY AND JANE D DABNEY (FAIRCHILD MANOR, LLC): Requests a rezoning of two (2) parcels consisting of approximately 13.86 acres from Rural (RU) to Mixed Used (MU-2) with proffers for the development of 37 single family detached dwelling units and 18 single family attached units. The parcels are addressed as 8601 Courthouse Road, located on the east side of Courthouse Road (Route 208) approximately 365 feet from its intersection with Massaponax Church Road (Route 608), and 7204 Massaponax Church Road, located on the south side of Massaponax Church Road (Route 608) approximately 425 feet from the intersection with Courthouse Road (Route 208). The properties are located within the Primary Development Boundary. The properties are designated for Mixed Use Light on the Future Land Use Map of the Comprehensive Plan. Tax parcels 47 (6) 1A, 47 (6) 2. Berkeley Voting District.

Ms. Fennell presented the case. The applicant proposes to rezone the subject parcels from Rural (RU) to Mixed Use (MU-2) with proffers. If approved, the proposal will allow for the development of 37 single family detached dwelling units and 18 single family attached dwelling units with a density of approximately 3.9 dwelling units per acre. The properties are located within the County’s Primary Development Boundary which is intended to develop with higher residential densities. The project site and the surrounding area to the north and west is designated on the Future Land Use Map in the Comprehensive Plan as Mixed Use Light with nearby Institutional land use and Open Space land use to the east and south of the subject parcel. Per the Comprehensive Plan the Mixed Use Light designation is reserved for a mix of single-family detached and attached residential development at densities of 4 to 8 dwelling units per acre. The project as proposed is slightly less than density envisioned within the Mixed Use Light designation with 3.9 dwelling units per acre, which falls on the low end of the Mixed Use light designation. Although the proposal’s density is consistent with the Mixed Use Light designation, the proposed lot sizes (6,000 sq. ft.), scale, and housing type is not consistent with the existing residential development pattern immediately adjacent to the subject parcels and the surrounding area. The project sits on the outer edge of the Primary Development Boundary and serves as the gateway to

the County's more rural area to the south. The proposed development does not provide an appropriate transition from the rural area into the Courthouse mixed use area. The proposal is more suited as an infill project, and would be more appropriate near the center of the Courthouse mixed use area. The proposed Mixed Use District does not meet the purpose nor the intent of the Mixed Use Zoning District which supports a variety of compatible interrelated uses such as commercial, office, and residential within the district. While a solely residential development is consistent with the Mixed Use Light land use designation, a different zoning classification would have been more appropriate. Staff identified early in the review process that the Mixed Use District was not the appropriate zoning designation for a solely residential project, and the Planned Development Housing District was a more appropriate option supportive of a residential development and allows for an increased density in accordance with the land use designation. The applicant chose to pursue the Mixed Use District to allow for the maximum lot yield by utilizing private roads, which are not permitted for single family detached developments in any other zoning district. As designed, the road geometrics do not meet public road standards. With public roads, it is reasonable to expect the lot yield may be less. It is important to note, staff is not against a solely residential project with an increased density. A solely residential project comports with the Mixed Use Light land use designation and serves as a piece of the puzzle to the larger Courthouse mixed use area.

The project will be served by a private street network, which will include on-street parking, and sidewalks providing pedestrian accommodations throughout the site which will extend along Courthouse Road to Marshall Park. The site is projected to produce 447 vehicles per day including 34 AM Peak Hour and 45 PM Peak Hour trips. County Transportation's analysis determined that traffic from the development is not significant enough to degrade Level of Service (LOS).

Based on County projections the development will generate an estimated 144 new residents (above the by-right use) with 31 being school-aged children at full build out (15 elementary school students, 7 middle school students, and 9 high school students). The new students from the development will attend Spotsylvania Elementary or Riverview Elementary, Spotsylvania Middle School and Spotsylvania High School. As of October 1, 2021 and current school district boundaries, there is existing capacity in the elementary and high schools to accommodate the projected students. Currently, Spotsylvania Middle School is over capacity by 66 students and would be overcapacity by 73 students with the projected 7 additional middle school students. Staff notes that there is a project in the Capital Improvements Plan to renovate and expand Spotsylvania Middle School which would increase the schools capacity by approximately 300 students. The site design for the Spotsylvania Middle School expansion project is set to begin in August of 2022, with construction anticipated to be completed within 2 ½ years. To mitigate the projected impact of the 7 additional middle school students, the applicant has offered a total cash contribution of \$197,500.02 towards the school expansion project.

In Favor:

- A. The proposal is consistent with the intent of the Primary Development Boundary (PDB) by having more intense development occur within the PDB and in close proximity to existing public facilities. The project proposal and public park are complementary to one another, providing easy pedestrian accessibility to an existing park which provides additional green space and recreational amenities for the residents.
- B. The proposed density of 3.9 dwelling units per acre is consistent with the Mixed Use Light land use designation's recommended density of 4 to 8 dwelling units per acre.
- C. The proposed enhanced landscaping along Massaponax Church Rd and Courthouse Rd includes a three-foot berm with larger caliper initial plantings that exceed County minimums. The enhanced landscaped buffer will assist in providing viewshed protection and promote scenic integrity of the County's scenic byways, scenic roads, and Civil War Trails.
- D. The applicant has proffered architectural materials attempting to address concerns regarding front facades of each unit and side facing facades of attached units facing Massaponax Church Rd.
- E. Estimated traffic generated by the development is not significant enough to degrade Levels of Service (LOS). The LOS for Massaponax Church Road near the un-signalized site entrance will remain at a level of service "C".
- F. The \$300,000 cash proffer and right of way dedication, will assist in advancing the Route 208 Business/Massaponax Church re-alignment and intersection improvements and provide a cost savings to the County.
- G. The applicant has committed to provide an extension of the project's required sidewalk network beyond the project limits to reach the Marshall Park entrance along Courthouse Rd. This sidewalk extension is shown as part of the Courthouse Road Sidewalk Plan and relieves the County of the cost of construction.
- H. The proposal supports affordable housing goals and provides incentives using the Hometown Heroes program.
- I. The project is estimated to produce a net positive annual fiscal benefit at build out to the County.
- J. The applicant has proffered cash contributions to mitigate impacts to the following public facilities; \$21,183.84 to Parks and Recreation, \$27,702.94 to Public Safety, and \$197,500.02 to Public Schools.

Against:

- A. The proposed lot sizes, scale, and housing types is not consistent with the existing adjacent and surrounding residential development pattern, which consists of single family detached dwelling units with lot sizes ranging from 0.50 acres to 5.41 acres on the southern boundary/edge of the Primary Development Boundary.
- B. The scale of the proposed single family attached units is not consistent with the dominant land use of single family detached homes. Given that the property serves as a gateway between the County's rural areas and the Courthouse mixed use area Historic District, the appearance of dense stacking of units on small lots with little spacing between units is not appropriate.
- C. The site is projected to produce a higher traffic volume for dwelling units than the by-right use of only 4 dwelling units.

- D. Within the proposed project limits and as a standalone Mixed Use District, the proposal does not meet the purpose and intent of the Mixed Use Zoning District, which is to provide a variety of uses. The proposal is solely residential project.
- E. It appears the request for the Mixed Use District is based on the on the ability to utilize private roads which allows for greater lot yield creates the incompatibility noted.
- F. Traffic safety concerns regarding this project remain, specifically at the Massaponax Church Road and Courthouse Road intersection. The applicant has proffered cash contributions to this intersection; however, the re-alignment of Massaponax Church Road and Courthouse Road currently has no funding and any proffered cash contributions will not serve as an immediate remedy for this concern.

Ms. Fennell stated that per the Comprehensive Plan, the Mixed Use Light designation is reserved for a mix of single-family detached and attached residential development at densities of 4 to 8 dwelling units per acre. The project as proposed is slightly less than density envisioned within the Mixed Use Light designation with 3.9 dwelling units per acre, which falls on the low end of the Mixed Use light designation. Although the proposal's density is consistent with the Mixed Use Light designation, the proposed lot sizes (6,000 sq. ft), scale, and housing type is not consistent with the existing residential development pattern immediately adjacent to the subject parcels and the surrounding area. The project sits on the outer edge of the Primary Development Boundary and serves as the gateway to the County's more rural area to the south. The proposed development does not provide an appropriate transition from the rural area into the Courthouse mixed use area. Additionally, the proposed/requested Mixed Use District does not meet the purpose nor the intent of the Mixed Use Zoning District which supports a variety of compatible interrelated uses such as commercial, office, and residential within the district. While a solely residential development is consistent with the Mixed Use Light land use designation, a different zoning classification would have been more appropriate. It is important to note, staff is not against a solely residential project with an increased density. A residential project comports with the Mixed Use Light land use designation and serves as a piece of the puzzle to the larger Courthouse mixed use area. However, the Planned Development Housing District is a more appropriate option supportive of a solely residential development and would allow for an increased density in accordance with the land use designation and provide a consistent lot size and scale. While the project proposes mitigation towards public facilities, traffic safety concerns remain at the Massaponax Church Road and Courthouse Road intersection. The cash transportation proffer and right of way dedication will assist in advancing the re-alignment of Massaponax Church Road and Courthouse Road and provide a cost savings to the County; however currently there is no other funding or projects in place to provide immediate remedy for this concern. Given the finding against and reasons noted in the conclusion, staff recommends denial of the rezoning request.

Applicant, Samer Shalaby: He stated that they have been working on his for two years and there are a lot of sensitive issues. Two community meetings have been held and they have met with staff several times to alleviate and solve potential issues. He explained that they chose to request rezoning to MU because that is what is designated in the Comprehensive Plan. He stated that they are providing a mix of single-family homes, townhomes and private roads. The lots are 7000 – 8000 sq. ft. and two lots are approximately 6800 sq. ft. He stated they shrunk their project from what was originally proposed and we had to make sure we leave enough room for the road

improvements. They first came in requesting 100 units, then reduced to 80, and now they are at 75 total units. They are also offering right-of-way and \$300k toward road improvements. The townhomes against the convenience center would have screening. The townhomes are proposed to see for the low \$200,000's and the single-family homes are proposed to be around \$400,000.

There was discussion about three homes in the wedge shape and whether they would access Massaponax Church Road.

Mr. Shalaby explained that it would be blocked off and they would be using that portion of the roadway as a driveway serving those three homes.

Speaking if favor or opposition:

Herb Galyen, Berkeley Voting District: He raised concerns about water runoff and water pollution. He further discussed how difficult it is for him to get out of his driveway because of current traffic volume. Lastly, he raised concerns about housing values.

Mark Gardner, Berkeley Voting District: He stated he is in favor of the proposal and he cannot help but note the rigorous, strict process involved with development. He stated that he travels Massaponax Church road every day and the road improvement need to happen and that what is being proposed would be a radical improvement.

Aviv Goldsmith, Berkeley Voting District: He stated that he is speaking on behalf of his mother-in-law. He stated that the Fairchild's are good neighbors and believes this to be a good project. He stated that the traffic at the west end of Massaponax Church road is in need of improvement. He stated that most homes in the area are on wells and the county water will not be extended even though it's across the roadway.

Fred Watkins, Livingston District: He stated that he loves that the applicant is doing the Hometown Heroes project and is in full support of the proposal.

Debra Evans, 8428 Courthouse Road: She raised concerns about the water and sewer not being extended across the road. She stated she is in support of the proposal because of the road situation and the serious need for improvement.

The Coleman Family, Route 208/608 intersection: They discussed that the applicant paid a lot of attention to detail and the improvements would be beneficial for the entire community. They did express that they'd like to see water and sewer extended to allow for hookups.

William Yager, Berkeley District: He stated that the current zoning of RU is to protect citizens like him that moved here from Fairfax. He expressed concerns about additional concrete and asphalt as well as wells of nearby properties.

Applicant, Samer Shalaby: He stated the water on site currently drains toward Marshall park and it would continue to do so after the proposed development. He stated the traffic issues that were

raised, their improvements would fix the issues. He further discussed that should a neighboring property owner's well fail, they are then provided the opportunity to hookup at their cost.

Mr. Childress closed the public hearing.

Dr. Bell stated he would like to see staff and the applicant work together to bridge the gap.

Mr. Shalaby stated they are happy to meet with staff again in hopes of coming to a favorable recommendation.

Ms. Maddox stated that she attended the community meetings and that developer has been willing to meet the needs of the adjacent properties. She stated that the right-of-way dedication is not a small contribution and appreciates that but the lot size is very concerning to her. She further discussed that she likes the Hometown Heroes proffer. She stated that she believes in property rights and that the Fairchilds are trying to provide a good development but this is just not a fit to her. She reminded the applicant that the Commission is only advisors to the Board of Supervisors and appreciates all the work the applicant has done.

Mr. Shalaby stated he is happy to try to meet with staff again and discuss the density.

Motion and vote: Mr. Bullock made a motion, seconded by Ms. Maddox to delay the vote to the June 1, 2022 meeting to allow the applicant and staff to meet again. The motion passed 6-0.

Public Comment: None

New Business:

Mr. Bullock thanked Mr. Gardner for coming out this evening.

Adjournment

Motion and vote: On a motion by Mr. Phelps, seconded by Mr. Bullock, the Commission voted to adjourn. The motion passed 6-0.

The meeting adjourned at 7:25p.m.

Paulette Mann

Approved June 1, 2022

(To: Display Advertising (Classified Section))

Please run the following ad on **Tuesday, May 31, 2022 & Tuesday, June 7, 2022 in the Free Lance-Star**. with the usual format: bold border; Spotsylvania County seal; 2 columns wide; underline as shown; larger, darker print for underlined portions. (Ref. P O # 9518)

PUBLIC NOTICE

The Spotsylvania County Board of Supervisors will hold a public hearing at 6:30 p.m. on Tuesday, June 14, 2022, in the Board of Supervisors Meeting Room in the R. E. Holbert Memorial Building, 9104 Courthouse Road, Spotsylvania, Va. 22553, to consider the following:

REZONING(S):

R21-0009 All American Mobility, LLC: Requests a rezoning of approximately 2.36 acres from Residential 1 (R-1) to Commercial 2 (C-2) with proffers to allow for the development of a retail, office or other commercial use. The property is located at 10726 Courthouse Road on the north side of Courthouse Road (Route 208) approximately 321 feet east of the intersection Courthouse Road (Route 208) and Rollingwood Drive (Route 711). The property is located within the Primary Development Boundary. The property is identified for Commercial development on the Future Land Use Map of the Comprehensive Plan. Tax Parcel 35-A-119. Courtland Voting District.

AMENDMENT(S):

CA22-0001 Spotsylvania County Board of Supervisors: An amendment to the unified fee schedule for land use and building related to Chapter 23, Zoning, of the Code of the County of Spotsylvania, Sec. 23-4.1.3, Processing and review fees, Sec. 23-7A.4.3, Fees, and Sec. 23-7A.4.4, Consultant Inspection Services, as authorized by Sec. 15.2-2286(6), Sec. 15.2-2292.1, Sec. 15.2-2311, and Sec. 15.2-2316.4:1 of the Code of Virginia; Chapter 20, Subdivisions, of the Code of the County of Spotsylvania, Sec. 20-4.1.1, Who may file; Payment of fees, as authorized by Sec. 15.2-2241(5) and (9) of the Code of Virginia; Chapter 19A, Stormwater Management, of the Code of the County of Spotsylvania, Sec. 19A-34, Conditions of approval and Sec. 19A-40, Fees, as authorized in Sec. 62.1-44.15:6, Sec. 62.1-44.15:27, Sec. 62.1-44.15:34, Sec. 62.1-44.15:48 of the Code of Virginia; Chapter 6A, Chesapeake Bay Preservation, of the Code of the County of Spotsylvania, Sec. 6A-12, Site plan review process and Sec. 6A-14, Review of site plan, Sec. 6A-15, Installation, bonding and maintenance, as authorized in Sec. 62.1-44.15:74 and Sec. 15.2-2286(6) of the Virginia Code; Chapter 8, Erosion, of the Code of the County of Spotsylvania, Sec. 8-5, Violation; Injunction and other legal actions by the County, Sec. 8-37, Permits and fees, and the Virginia Erosion and Sediment Control Handbook adopted, as authorized by Sec. 62.1-44.15:54, Sec. 62.1-44.15:57, and Sec. 62.1-44.15:63 of the Code of Virginia; Chapter 5, Buildings and Building Regulations, of the Code of the County of Spotsylvania, Sec. 5-71, Issuance of permit; payment of fee to treasurer prerequisite, Sec. 5-74, Other fees, as authorized in Sec. 36-105 of the Code of Virginia and Sec. 107.1 of the Uniform Statewide Building Code; and Chapter 9, Fire Prevention Code, of the Code of the County of Spotsylvania, Sec. 9-103, County permit, as authorized in Sec. 27-98 of the Code of Virginia and Sec. 107.1 of the Uniform Statewide Building Code, as follows:

Fee Schedule (Land Use & Building) Proposed Effective July 1, 2022			DRAFT
Division	Name of Fee	Current Fee (since 7/1/2019)	Proposed Fee
PERMIT CENTER FEES			
Permit Center	Processing Fee (including re-packaging)	\$65	\$75
Permit Center	Processing Fee for Accessories without Review	\$45	\$60
Permit Center	Over-the- Counter Permit and Processing	\$30	\$40
Permit Center	Weekly or Monthly Permit Issuance Report	\$20	\$20
Permit Center	Application Extension Fee	\$25	\$30
Permit Center	Permit Extension Fee	\$30	\$35
Permit Center	Permit Transfer	\$20	\$25
Permit Center	Mechanics Lien Agent Changes	\$20	\$25
Permit Center	General Contractor Changes	\$20	\$25
Permit Center	Tradesman Certificate Changes	\$20	\$25
BUILDING - RESIDENTIAL FEES			
Building	Single Family Homes (New Construction)	\$0.46 per sq. ft. Gross Building Area -includes all trades, construction & plan review, \$230 minimum charge	\$0.53 per sq. ft. Gross Building Area -includes all trades, construction & plan review, \$265 minimum charge
Building	Addition/Accessories - Plan Review, Electrical, Plumbing, Mechanical	\$0.46 per sq ft Gross Building Area-includes all trades, construction & plan review; \$230 minimum charge	\$0.53 per sq. ft. Gross Building Area -includes all trades, construction & plan review, \$265 minimum charge
Building	Residential Amendment Plan Review	\$160	\$270
Building	Residential Structural Re-review	\$330	\$415
Building	Single Wide	\$340	\$415
Building	Double & Triple Wide	\$465	\$560
Building	Re-Review for Residential Plan Review	\$70 per letter	\$75 per letter
Building	Code Modification Request - Residential	\$205	\$270
Building	Home Use or Home Occupancy	N/A	\$105
Building	Backflow Preventer - Residential	\$80	\$100
Building	Change Electric Service - Residential	\$80	\$100
Building	Minimum Building Over The Counter	\$80	\$100
Building	Minimum Mechanical Over The Counter	\$80	\$100
Building	Minimum Plumbing Over The Counter	\$80	\$100
Building	Minimum Electrical Over The Counter	\$80	\$100
Building	Interior Renovations/Alterations/Basement (All non-structural work)	\$0.33 per sq. ft. - Gross Building Area - includes all trades, construction & plan review	\$0.34 per sq. ft. - Gross Building Area
		\$165 minimum charge	\$180 minimum charge

BUILDING - COMMERCIAL FEES			
Building	Commercial New Construction and Commercial Alteration Inspection	See: Commercial New Construction/Alterations	See: Comm New Construction/Alterations
		\$150 minimum charge	\$160 minimum charge
Commercial New Construction/ Alterations			
Group	Factor - Use Description		
1	1 - S,U,H,F,shell	\$0.13	\$0.13
2	1.2 - B,M	\$0.15	\$0.16
3	1.3 - A2,3,4,E,I4,R2	\$0.16	\$0.18
4	1.4 - R1,A1	\$0.18	\$0.19
5	1.75 - I1,2,3	\$0.22	\$0.24
Building	Commercial New Construction Plan Review	See: Commercial New Construction Plan Review	See: Commercial New Construction Plan Review
		\$150 minimum charge	\$180 minimum charge
Commercial New Construction Plan Review			
Group	Factor - Use Description		
1	1 - S,U,H,F,shell	\$0.11	\$0.13
2	1.2 - B,M	\$0.13	\$0.16
3	1.3 - A2,3,4,E,I4,R2	\$0.14	\$0.17
4	1.4 - R1,A1	\$0.15	\$0.19
5	1.75 - I1,2,3	\$0.19	\$0.23
Building	Commercial Amendment Plan Review	See: Commercial Amendment Plan Review	See: Commercial Amendment Plan Review
		\$150 minimum charge	\$180 minimum charge
Commercial Amendment Plan Review			
Group	Factor - Use Description		
1	1 - S,U,H,F,shell	\$0.04	\$0.05
2	1.2 - B,M	\$0.05	\$0.06
3	1.3 - A2,3,4,E,I4,R2	\$0.06	\$0.07
4	1.4 - R1,A1	\$0.06	\$0.07
5	1.75 - I1,2,3	\$0.07	\$0.09
Building	Commercial - Plumbing	\$170 + \$30 per fixture	\$185 + \$30 per fixture
Building	Commercial - Mechanical	\$0.05 per sq. ft. gross bldg. area or \$170 minimum, plus \$30 per Fire Damper	\$0.06 per sq. ft. gross bldg. area or \$180 minimum, plus \$30 per Fire Damper
Building	Commercial - Electric	\$1.15 per amp. \$170 minimum	\$1.23 per amp. \$180 minimum
Building	Commercial - Electric R1 and R2 Dwelling units	\$85 per unit	\$90 per unit
Building	Commercial Hoods Type I	\$425	\$525
Building	Commercial Hoods Type II	\$335	\$435
Building	Commercial Building TRC Review	\$400	\$485

Building	Re-Review for Commercial Plan Review	\$110 per letter	\$135 per letter
Building	Building Use Review	\$60	\$100
Building	Code Modification Request - Commercial	\$480	\$640
Building	Backflow Preventer - Commercial	\$80	\$100
Building	Commercial Signs – Wall (with or w/o electric)	\$135	\$185
Building	Commercial Signs – Freestanding (with or w/o electric)	\$205	\$260
Building	Change Electric Service - Commercial	\$170	\$190
BUILDING - OTHER FEES			
Building	Temporary Electric on Pole	\$80	\$100
Building	Water and Sewer Lines (each)	\$80	\$100
Building	Footing and Foundation (By approved request only)	\$265	\$345
Building	Residential Elevator Installation	\$195	\$220
Building	Commercial Elevator Installation	\$415	\$480
Building	Elevator/Escalator/Annual Certifications	\$80	\$100
Building	Building / Structure Relocation	\$545	\$625
Building	Demolition	\$80	\$100
Building	Construction Trailer	\$255	\$285
Building	Sales Trailer	\$340	\$375
Building	Early Phase Tenant Build-out	\$120	\$170
Building	Targeted Industry	\$490	Delete Fee
Building	Carports (Pre-Manufactured Metal Free-Standing Only-Intake only)	\$70	\$75
Building	Open/Uncovered Handicap Ramp	\$80	\$100
Building	Decks (with or without electric)	\$135	\$160
	(No Plan Review)		
Building	Decks (with plan review)	\$170	\$250
Building	Residential Above Ground Pools and Hot Tubs	\$120	\$150
Building	Residential Above Ground Pool w/ Deck	\$145	\$240
Building	Residential In-ground Pools	\$365	\$430
Building	Commercial In-ground Pools	\$475	\$555
Building	Kiosks, Tents, Tanks - Building Fee	\$80	\$100
Building	Kiosks, Tents, Tanks - Electrical Fee	\$80	\$100
Building	Tanks Removal	\$80	\$100
Building	Asbestos Abatement	\$80	\$100
Building	Permits not covered in this fee schedule. Consult with CBO on a case by case basis.	\$65/hour	At cost - \$100 minimum
Building	Amusement Devices: Fees set Commonwealth in 13VAC5-31-75		
BUILDING - ADMINISTRATIVE FEES			

Building	Notice Violation Fee - Charged for failure to obtain a required permit prior to performing construction work.	\$130	\$145
Building	Notice To Comply - Charged if permits have been obtained but a code violation is discovered.	\$170	\$185
Building	Stop Work Order	\$150	\$165
Building	Building Board Code Appeal (BBCA) Filing	\$245	\$300
BUILDING - INSPECTION FEES			
Building	Residential Temp. Certificate of Occupancy	\$55	\$90
Building	Commercial Temp. Certificate of Occupancy	\$55	\$105
Building	Re-Inspection Fee (Residential/Commercial)	\$85	\$100
Building	Commercial Special Inspection	\$0.07 per sq. ft. \$150 minimum	\$0.08 per sq. ft. \$155 minimum
Building	Third Party County Certification	\$460	\$560
Building	Third Party Inspection Review	\$10 per inspection	\$13 per inspection
Building	After Hours Inspection (When approved by CBO)	\$170 per hour (2 hr. minimum)	\$180 per hour (2 hr. minimum)
BUILDING - FIRE REVIEW FEES			
Building	Bldg. Shell Sprinkler Syst Plan Review	\$0.02 per sq. ft., \$185 minimum	\$0.03 per sq. ft., \$190 minimum
Building	Sprinkler Head Add/Reloc Plan Review	\$0.02 per sq. ft., \$90 minimum	\$0.02 per sq. ft., \$95 minimum
Building	New Bldg Sprinkler Syst Plan Review	\$0.03 per sq. ft., \$230 minimum	\$0.03 per sq. ft., \$240 minimum
Building	Standpipe System Plan Review	\$150	\$160
Building	Fire Pump System Plan Review	\$225	\$235
Building	Alternative Syst. Plan Review	\$2.50 per device over 30	\$2.50 per device over 30
		\$150 minimum	\$200 minimum
Building	Underground Fire Service Plan Review	\$140	\$150
Building	Range Hood Plan Review	\$200 for the first hood, \$35 for each additional hood	\$210 for the first hood, \$40 for each additional hood
Building	Smoke Removal Plan Review	\$225	\$235
Building	Fire Alarm Sys. Plan Review	\$2.50 per device over 30	\$2.50 per device over 30
		\$150 minimum	\$160 minimum
Building	Limited Area Sprinkler Plan Review	\$150	\$160
Building	Fire Protection Amendment	N/A	\$125
Building	Spray Booths Plan Review and Inspection	\$380	\$390
FIRE - ADMINISTRATIVE FEES			
Fire	Building Shell Sprinkler System	\$.03 per sq. ft. > 10,000 sq. ft. w/hydro test; \$350 min	\$.03 per sq. ft. > 10,000 sq. ft. w/hydro test; \$350 min

Fire	Sprinkler Head Addition/Relocation	\$100 for 5 heads or less; \$10 per head over 5; \$300 min (includes hydro test)	\$100 for 5 heads or less; \$10 per head over 5; \$300 min (includes hydro test)
Fire	Standpipe System	\$100 per riser; \$100 min	\$100 per riser; \$100 min
Fire	Fire Pump System	\$50 per riser; \$150 min	\$50 per riser; \$150 min
Fire	Fire Pump	\$200	\$200
Fire	Specialized Detection System	\$5 per device; \$50 min	\$5 per device; \$50 min
Fire	Fire Dampers	\$10 per device; \$100 min	\$10 per device; \$100 min
Fire	Underground Fire Service Line Inspection/Flush	\$200 (includes hydro test)	\$200 (includes hydro test)
Fire	Range Hood Test/Inspection	\$175 per hood	\$175 per hood
Fire	Smoke Removal Performance Test	\$175	\$175
Fire	Fire Alarm System Test	\$5 per device; \$100 min	\$5 per device; \$100 min
Fire	Inspection of Dry Pipe, Valve Trip Test	\$125 Valve Trip Test	\$125 Valve Trip Test
Fire	Limited Area Sprinkler	\$125	\$125
Fire	Spray Booths	\$175	\$175
Fire	Elevator Testing	\$125 per car	\$125 per car
Fire	Emergency Generator Testing/Fire Protection Equip.	\$150 per generator	\$150 per generator
Fire	Kiosks, Tent, Tank Fee	\$70	\$70
Fire	Re-Inspection for New Construction (Residential/Commercial)	\$85	\$85
Fire	After Hours Inspection (Approved By DFM)	\$170 per hr (2 hour Min)	\$170 per hr (2 hour Min)
FIRE			
Fire	Open Burn Permits	\$200	\$200
Fire	Residential Site Plan Review 1-6 Dwelling units	\$125	\$125
Fire	Residential Site Plan Review 7-30 Dwelling units	\$175	\$175
Fire	Residential Site Plan Review 31-100 Dwelling units	\$225	\$225
Fire	Residential Site Plan Review 101-300 Dwelling units	\$325	\$325
Fire	Residential Site Plan Review 301 + Dwelling units	\$350.00 + \$2 per unit over 301 dwelling units	\$350.00 + \$2 per unit over 301 dwelling units
Fire	Commercial Site Plan Review less than 1 disturbed acre	\$325	\$325
Fire	Commercial Site Plan Review greater than 1 disturbed acre but less than 5AC	\$425	\$425
Fire	Commercial Site Plan Review greater than 5 disturbed acres	\$525	\$525
Fire	Fire Lane Plan Review	\$150	\$150
Fire	FREM Permit for Storage of Explosives	\$250	\$250
Fire	FREM Permit for Off-Site Storage of Fireworks	\$250	\$250
Fire	FREM Permit for Blasting	\$250	\$250
Fire	FREM Permit for Retail Sales of Consumer Fireworks	\$275	\$275

Fire	FREM Permit for Fireworks Display (Also requires \$1M Certificate of Insurance)	\$120 per hour	\$120 per hour
Fire	FREM Permit for Amusement Buildings	\$120 per hour billed by the quarter hour (\$30 for each 15-minute interval) \$50 Minimum	\$120 per hour billed by the quarter hour (\$30 for each 15-minute interval) \$50 Minimum
Fire	FREM Existing Occupancy Inspection for a Business of 1,200 sq ft or less	Flat Rate Small Business Inspection Fee of \$50.00	Delete Fee
Fire	FREM Existing Occupancy Inspection for a Business of More Than 1,200 sq ft	\$120 per hour billed by the quarter hour (\$30 for each 15-minute interval) \$50 Min.	Delete Fee
Fire	FREM Re-Inspection Fee if all noted violations are corrected at the time of inspection	No Charge	Delete Fee
Fire	FREM Re-Inspection if some or all noted violations are NOT corrected at the time of inspection	\$120 per hour billed by the quarter hour (\$30 for each 15-minute interval) \$50.00 min	Delete Fee
Fire	Origin and Cause Report	\$15	\$15
Fire	FREM Fire Report	\$5	\$5
ENVIRONMENTAL - CHESAPEAKE BAY			
Ches. Bay Div.	Non-Residential Plan Review (Ches Bay and SWM) - Minor Site Plan Review	Combined existing fees into one: includes plan review and inspections	*\$2,500 + \$150/hr for review over 4 hours
Ches. Bay Div.	Non-Residential Plan Review (Ches Bay and SWM) - Major Site Plan Review		*\$5,000 plus \$95 per acre >10 disturbed acres
Ches. Bay Div.	Non-Residential (Erosion Only) < 5 Dist. Acres	\$960	Included above (*)
Ches. Bay Div.	Non-Residential (Erosion Only) 5 -10 Dist. Acres	\$1,280	
Ches. Bay Div.	Non-Residential (Erosion Only) > 10 Dist. Acres	\$1,280 + \$80 per acre > 10 dist. acres	
Ches. Bay Div.	SFH & Additions/Accessories No Mitigation	\$80	\$95
Ches. Bay Div.	SFH & Additions/Accessories W/ Mitigation	\$160	\$215 + \$95 per re-review
Ches. Bay Div.	RPA Encroachment waivers	\$600	\$625
Ches. Bay Div.	RPA Encroachment waivers (requiring Planning Commission Public Hearing)	\$1,525	\$1,600
Ches. Bay Div.	BMP Agreement	\$645	\$650
Ches. Bay Div.	As-built Plans reviews	\$285	\$225 + \$95/hr exceeding 2 hours
Ches. Bay Div.	Minor Site Plans :		Included above (*)
	Erosion Review Only	\$1,095	
	Storm Water Management Required	\$1,415	
Ches. Bay Div.	RPA/Wetland Determinations	\$160 per hour	\$325 + \$160/hr exceeding 2 hours
Ches. Bay Div.	Major Water Quality Impact Review	N/A	\$325 Base Fee + \$120/hr for any review time exceeding two hours
Ches. Bay Div.	Flood Plain Studies	\$960	Moved Under Zoning
Ches. Bay Div.	Storm Water Management Plans	\$160 per hour	Included above (*)
Ches. Bay Div.	Early Clearing & Grading / Clearing & Grading Only	\$595	

Ches. Bay Div.	1-5 Dist. Acres -		
	5.1-10 Dist. Acres -	\$915	
	>10 Dist. Acres -	\$915 + \$80 per acre > 10acres	
Ches. Bay Div.	Linear Projects (all per 10sf disturbed acreage)		
	Pervious surface in an RPA	\$0.04	0.05 per linear sf
	Impervious surface in an RPA	\$0.06	
	Pervious surface outside an RPA	\$0.02	
	Impervious Surface outside an RPA	\$0.04	
	Minimum charge for Linear Projects	\$80	\$80
Ches. Bay Div.	Plat Review	N/A	Exempt Plat - \$120; Final Plat - \$225 Base Fee + \$120/hr for any review time exceeding 1 hour
Ches. Bay Div.	Plat Resubmittal	N/A	Final Plat - \$225 Base Fee + \$120/hr for any review time exceeding 1 hr
Ches. Bay Div.	Residential and Commercial VDPES and Ches Bay Verification Reviews	N/A	\$25
Ches. Bay Div.	SWM Bond - Commercial/Residential Subdivisions	Per Engineered Cost Estimate + 25%	Per Engineering Cost Estimate + 25%
Ches. Bay Div.	Commercial/Residential Subdivision SWM Bond Management Fee (Fee includes Bond Release Processing Fee)	N/A	\$550
ENVIRONMENTAL - EROSION RESIDENTIAL			
ESC	E&S Residential Permit (Includes Plan Review and three required inspections -first erosion, final erosion, bond release)	Revised to include plan review, first, occupancy, bond release, and first year of bi-weekly inspections.	
ESC	Detached SFH	\$975	Broken up into fees below(**):
ESC	Residential Clearing and Grading Permit Plan Review	Separated the Plan Review and Inspection Fees	**\$145
ESC	Single Family Detached Residential Inspections	Separated the Plan Review and Inspection Fees	**\$1,350 includes first, occupancy, bond release and first year of bi-weekly inspections.
ESC	Attached SFH - 2 Units Inspections	\$1,060	**\$1,435 includes first, occupancy, bond release and first year of bi-weekly inspections.
ESC	Attached SFH - 3 to 5 Units Inspections	\$1,100	**\$1,475 includes first, occupancy, bond release and first year of bi-weekly inspections.
	Attached SFH - 6 to 10 Units Inspections	\$1,180	**\$1,555 includes first, occupancy, bond release and first year of bi-weekly inspections.
ESC	E&S RPA Mitigation Inspection (Residential)	\$810	\$825

ESC	E&S Plan Review Revision/Amendment Fee (Single Family)	\$95	\$145 + \$125 per additional review
ESC	E&S Site Plan Permit Extension (Residential)	\$95	\$100/ month
ESC	E&S Residential Site Plan - Resubmittal	\$95	\$145
ESC	Demolition/Stabilization (Land Disturbance 2,500sq ft or more) (Residential)	\$390	Delete, based on type of review residential or commercial
ESC	E&S Temporary Final Erosion (Requested - Residential)	\$125	\$135
ESC	ESC Administrator Decision Appeal (Residential)	\$95	See Appeal below
ENVIRONMENTAL - EROSION COMMERCIAL			
ESC	E&S RPA Mitigation Inspection (Commercial)	\$1,125	\$1,150
ESC	Bond Reduction or Release Inspection Request	\$375	\$385
ESC	E&S Site Bond Release Inspection (Commercial)	\$375	\$550
ESC	E&S Linear Project Inspection (per linear foot)	\$0.07	\$0.08
ESC	Minimum charge for Linear Project Inspection	\$90	\$100
ESC	E&S Site Plan Permit Extension (Commercial)	\$2,209	\$2,225
ESC	Demolition/Stabilization (Land Disturbance 2,500sq ft or more) (Commercial)	\$565	Delete
ESC	Non-Residential Plan Review (ESC) - Minor Site Plan Review	Combined existing fees into one: includes plan review and pre-construction meeting, first year inspections	***\$2500 + \$150/hr for review over 4 hours
ESC	Non-Residential Plan Review (ESC) - Major Site Plan Review		***\$5,000 plus \$95 per acre >10 disturbed acres
ESC	Site Plans (Commercial/Industrial): Environmental	< 2 Acres = \$2810	Combined to Fees above(***)
ESC		2 - < 5 Acres = \$4920	
ESC		5 -10 Acres = \$6295	
ESC		10 + acres \$7355 + \$80 per acre > 10 acres	
ESC	E&S Temporary Final Erosion (Requested - Commercial)	\$210	\$225
ESC	ESC Administrator Decision Appeal (Commercial)	\$95	\$100
ESC	OTHER ENVIRONMENTAL FEES		
ESC	E&S BMP Initial Certification (All types)	\$80	\$125
ESC	E&S Annual BMP Re-Cert. (any type) (Maint)	\$95	\$100 no inspection; \$200 w/ inspection
ESC	Flood Plain Determination (Written Confirmation)	\$120	Zoning Fee
ESC	E&S Variance	\$185	\$195
ESC	E&S Re-inspection Fee	\$120	\$125
ESC	Notice of Violation/Notice to Comply	\$725	\$725
ESC	RPA - Notice of Violation/Notice to Comply	\$725	\$725
ESC	Notice of Violation/Notice to Comply Re-Inspect.	\$205	\$225
ESC	RPA Encroachment Violation Fee	\$885	\$900
ESC	Environmental Investigation Fee (for disturbance without permit)	\$885	\$900

ESC	Illicit Discharge Violation Fee (discharge flowing from construction site directly into waterway(s))	N/A	\$885
ESC	VDPEs Violation Fee (No SWPPP onsite, or any violation of the CGP permit)	N/A	\$885
ESC	Large Scale Land Disturbance Fees:		
ESC	400 to < 1000 ac	\$7,000 per month	\$7,000 per month
ESC	1000 to <2000 ac	\$11,000 per month	\$11,000 per month
ESC	2000 to <3000 ac	\$22,000 per month	\$22,000 per month
ESC	3000 ac and greater	\$44,000 per month	\$44,000 per month
ESC	ENVIRONMENTAL BONDING		
ESC	Erosion Bond - Residential - Townhouses	\$1,000 ea	\$1,000 ea
ESC	Erosion Bond - Residential - 1/4 acre or less	\$1,500	\$1,500
ESC	Erosion Bond - Residential - >. 1/4 to 1/2 acre	\$2,500	\$2,500
ESC	Erosion Bond - Residential - >. 1/2 to 1 acre	\$3,000	\$3,000
ESC	Erosion Bond - Residential - 1 acre Plus	\$3,000 per acre + the cost of any additional acreage	\$3,000 per ac + the cost of any additional partial acre as noted above
ESC	Residential Bond Transfer Request	N/A	\$50
ESC	Commercial Bond Transfer Request	N/A	\$150
ESC	Erosion Bond - Commercial/Residential Subdivisions	Per Engineered Cost Estimate + 25%	Per Engineering Cost Estimate + 25%
ESC	ADMINISTRATIVE CHARGES		
ESC	Information Request	Staff Time/Hr	Staff Time/Hr
ENVIRONMENTAL - STORMWATER FEES			
	Local SWM Fees		
SWM	Sfh cbpa 1 ac to 5 ac	\$209	No Change in Fees
SWM	Less than 1 ac	\$290	
SWM	Greater than 1 ac less than 5 acre	\$1,944	
SWM	Equal to or greater than 5 ac less 10 ac	\$2,448	
SWM	Equal to or greater than 10 ac less 50 ac	\$3,240	
SWM	Equal to or greater than 50 ac less than 100 ac	\$4,390	
SWM	Equal to or than 100 ac	\$6,912	
SWM	Phase 1 clearing equal to or greater 5 ac	\$750	
SWM	Phase ii clearing = to or >1ac less 5 ac	\$450	
SWM	Modification less than 1 ac	\$20	
SWM	Modification equal to or greater than 1 ac less 5 ac	\$200	
SWM	Modification = or > 5 ac less than 10 ac	\$250	
SWM	Modification = or > 10 ac less than 50 ac	\$300	
SWM	Modification = or > 50 ac less than 100 ac	\$450	
SWM	Modification equal to or > 100 ac	\$700	
SWM	Modification individual permit discharge	\$5,000	
SWM	Maintenance less than 1 acre	\$50	

SWM	Maintenance greater than 1 ac less than 5 ac	\$400	
SWM	Maintenance= or > 5 ac less than 10 ac	\$500	
SWM	Maintenance = or > 10 ac less than 50 ac	\$650	
SWM	Maintenance = or > 50 ac less than 100 ac	\$900	
SWM	Maintenance equal to or > 100 ac	\$1,400	
SWM	Maintenance individual discharge	\$3,000	
STATE MANDATED FEES	State SWM Fees		
SWM	Greater than 1 ac less than 5 acre	\$756	No Change in Fees
SWM	Equal to or greater than 5 ac less 10 ac	\$952	
SWM	Equal to or greater than 10 ac less 50 ac	\$1,260	
SWM	Equal to or greater than 50 ac less than 100 ac	\$1,708	
SWM	Equal to or than 100 ac	\$2,688	
GIS FEES			
GIS	Exhibit Easements	\$460	\$460
GIS	Residential Site Plan Review	\$260 + \$5 per lot > 10 lots	\$435 + \$5 per lot > 10 lots
GIS	Commercial Site Plan Review		
GIS	Minor Site Plan Review		
GIS	Site Plan Amendment		
GIS	Record Plat Review (Minor)	\$815 + \$10 per lot > 3 lots	\$1,390 + \$12 per lot > 3 lots
GIS	Record Plat Review (Major)		
GIS	Preliminary Plat Review	\$280 + \$5 per lot > 10 lots	\$435 + \$6 per lot > 10 lots
GIS	Annual Division Review	\$580	\$945
GIS	Family Exempt Plat Review	\$580	\$945
GIS	Consolidation & Lot Line Adjustment Plat Review	\$580	\$945
GIS	Right of Way Dedication & Easement Plat Review	\$580	\$945
GIS	Rezoning Review	\$190	\$330
GIS	Special Use Permit Review	\$190	\$330
GIS	Special Use Permit Telecommunication Tower	\$190	Delete Fee
GIS	Road Name Change	\$750 + \$250 per sign + \$5 per affected lot	\$750 + \$250 per sign + \$5 per affected lot
PLANNING FEES			
Planning	Residential Site Plan Review	\$3,210 + \$25 per each 5 lots or portion > 10	\$3,635 + \$25 per each 5 lots or potion > 10 lots
Planning	Commercial Site Plan Review	\$3,210 + \$65 per dist acre > 2 AC	\$3,635 + \$150 per dist acre > 2 AC
Planning	Minor Site Plan Review	\$1,345	\$1,600
Planning	Infrastructure Plan	\$1,750 + \$45 per dist. Acre > 5 AC	\$1955 + \$60 per dist acre > 5 AC
Planning	Trail Review	\$590	\$780
Planning	Preliminary Plat Review (50 lots or less)	\$1,840	\$1,905

Planning	Preliminary Plat Review (51 or more lots)	\$3,020 + \$15 per each 5 lots or portion >55	\$3,310 + \$20 per each 5 lots or portion >55 lots
Planning	Preliminary Plat Technical Change	\$50	\$65
Planning	Record/Final Plat Review (3 lots or less and no infrastructure surety required)	\$1,755	\$2,015
Planning	Record/Final Plat Review (4 lots or more and/or infrastructure surety required)	\$3,200 + \$15 per lot > 10 lots	\$3,935 + \$15 per lot > 10 lots
Planning	Article 13 Plat Review	\$1,500 + \$15 per lot > 10 lots	\$1,750 + \$20 per lot > 10 lots + \$500 if includes legal documents
Planning	Article 13 Infrastructure Plan Review	\$1,455 + \$45 per acre > 5 dist. AC	\$1,700 + \$55 per acre > 5 dist. Acre
Planning	Family Division Plat Review	\$1,255	\$1,390
Planning	Consolidation & Lot Line Adjustment Plat Review	\$1,145	\$1,145
Planning	Annual Division Plat Review	\$1,145	\$1,285
Planning	Right of Way Dedication & Easement Plat Review	\$1,480	\$1,995
Planning	Easement Exhibit Plat	\$865	\$975
Planning	Easement Exhibit Plat (No Legal Review Required)	\$480	\$590
Planning	Rezoning	\$11,650 + \$45 per acre > 10 dist AC+ mailing fees	\$13,000 + \$55 per acre > 10 dist AC + mailing fees
Planning	Rezoning GDP & Proffer Amendment	\$7,175 + mailing fees	\$7,565 + mailing fees
Planning	Rezoning Proffer Amendment - Text Only	\$4,180 + mailing fees	\$5,345 + mailing fees
Planning	Special Use Permit (New Development)	\$6,560 + mailing fees	\$6,825 + mailing fee
Planning	Special Use Permit (No New Development)	\$4,035 + mailing fees	\$4,205 + mailing fee
Planning	Special Use Condition Amendment, Home Enterprise or Sign SUP, Deminimus rezoning, and SUP with a rezoning	\$2,385 + mailing fees	\$2,545 + mailing fee
Planning	Special Use Permit for Telecommunications Tower	\$11,010 + mailing fees	Delete Fee
Planning	Right of Way Vacation or Alteration (15.2-2006)	\$100 plus advertising cost	\$600 (includes advertising)
Planning	Development Rights Determination Letter	\$25	\$30
Planning	Site Plan or Infrastructure Plan Amendment	\$1,335	\$1,425
Planning	Waiver/Exception Request heard by Planning Commission	\$200	\$210
Planning	3rd and subsequent Site Plan Review	\$300	\$360
Planning	3rd and subsequent Minor Site Plan Review	\$160	\$230
Planning	3rd and subsequent Infrastructure or Trail Review	\$160	\$230
Planning	3rd and subsequent Preliminary Plat Review	\$190	\$350
Planning	3rd and subsequent Major Record Plat Review	\$585	\$650
Planning	3rd and subsequent Minor Record Plat Review	\$285	\$320
Planning	3rd and subsequent Article 13 Plat Review	\$190	\$250; \$500 if includes legal documents
Planning	3rd and subsequent Article 13 Infrastructure Plan Review	\$205	\$275
Planning	3rd and subsequent Family Division Plat Review	\$195	\$250
Planning	3rd and subsequent Consolidation, & Lot Line Adjustment Plat Review	\$195	\$230
Planning	3rd and subsequent Annual Division Review	\$195	\$230

Planning	3rd and subsequent Right-of-way dedication & Easement Plat Review	\$215	\$305
Planning	3rd and subsequent Easement Exhibit Plat Review	\$205	\$235
Planning	3rd and subsequent Site Plan Amendment/ Infrastructure Plan Amendment Review	\$205	\$235
Planning	Comprehensive Plan Amendment/ 2232	\$1,000	\$1,000
Planning	Agricultural/Forestral District Applications	\$300	\$300
TRANSPORTATION FEES			
Transportation	Site Plan Review (Commercial & Residential)	\$285	\$640 + \$115 3rd+ submission review
Transportation	<u>Preliminary Plat Review</u>	N/A	\$405
Transportation	<u>Rezoning and SUP Review</u>	N/A	\$750
Transportation	<u>TIA Scoping</u>	N/A	\$250
Transportation	Traffic Study Review 500 to 999 daily trips	\$250 per review	\$600 + \$250 3rd+ review
Transportation	Traffic Study Review 1,000 to 4,999 daily trips	\$250 per review	\$1,050 + \$400 3rd+ review
Transportation	Traffic Study Review 5000+ daily trips	\$250 per review	\$1,550 + \$600 3rd+ review
Transportation	Letter of Credit or Bond	110% of the approved Engineer's estimate	110% of the approved Engineer's estimate
Transportation	<u>Bond/Subdivision Agreement Extension</u>	N/A	\$400
Transportation	<u>Inspection (not assoc with process in fee sch.)</u>	N/A	\$150
Transportation	Engineer's Estimate Review (per review)	\$115	\$225
Transportation	Bond/Letter of Credit Substitution	N/A	\$250
Transportation	Inspection for Bond or Letter of Credit Review/Reduction (per request)	\$270	\$390
Transportation	Final Inspection for Bond/Letter of Credit Release	\$340	\$485
Transportation	<u>Bond Default Action</u>	N/A	\$1,520
Transportation	Snow Removal Bond	\$500 + \$20 per lot	\$750 +\$30 per lot
UTILITIES FEES			
Utilities	Water and Sewer Site Plan Review (Residential)	\$500 + \$50 per lot inspection fee	\$525 + \$50 per lot inspection fee
Utilities	Off-Site Water & Sewer Plan Review (Residential)	\$200 + \$.25 per ln. ft. inspection fee	\$210 + \$.25 per ln. ft. inspection fee
Utilities	Water and Sewer Site Plan Review (Commercial)	\$258 + \$.40 per ln. ft	\$271 + \$.40 per ln. ft.
Utilities	Off-Site Water & Sewer Plan Review (Commercial)	\$200 + \$.25 per ln. ft. inspection fee	\$210 + \$.25 per ln. ft. inspection fee
Utilities	Sanitary Sewer Lateral CCTV & Water Meter Inspection	\$150	\$150
Utilities	Sanitary Sewer Main CCTV Inspection	\$1.95 per ln. ft.	\$1.95 per ln. ft
Utilities	Water Main Bacteriological Sample Collection Fee	\$25 per event	\$55 per event
Utilities	Water Main Bacteriological Sample Testing Fee	\$20 per sample	\$35 per sample
Utilities	<u>Rezoning (GDP) or Feasibility (W&S)</u>	N/A	\$575
Utilities	<u>Major Site Plan Modeling (W&S)</u>	N/A	\$575
Utilities	<u>Minor Site Plan, SUP, Amendment, & Infrastructure Modeling (W&S)</u>	N/A	\$250
ZONING REVIEW FEES			

Zoning	Review fee for process not in fee schedule. Consult with Zoning Official on a case by case basis.	\$50/hour	\$90/hr
Zoning	Single Family Regular Review ^{1, 3}	\$95	\$115 + \$45 if proffers
Zoning	Multi-family Review	Formerly included in Commercial	\$345 + \$85 if proffers
Zoning	Residential Amendment Fee ^{1, 3}	\$50	\$100 + \$45 if proffers
Zoning	Non-Residential Principal Structure	Formerly identified as Certificate & Inspection	\$330 + \$85 if proffers
Zoning	Agricultural/Forestral District Applications	\$200.00 Surcharge to base fee	Delete Fee
Zoning	Single Family Addition or Accessory (fee for either Addition or first Accessory only) ^{1, 3}	\$40 + \$15 per accessory on permit	\$95 + \$15 per accessory on permit
Zoning	Single Family Addition or Accessory w/ proffer or located in RPA (fee for either Addition or first Accessory only) ^{1, 3}	\$125 + \$15 per additional accessory on permit	\$145 + \$15 per accessory on permit
Zoning	Zoning Home Occupations	\$55	\$60
Zoning	Zoning Home Enterprise	\$95	\$100
Zoning	Farm Exempt	\$90	\$55
Zoning	Zoning Board Of Appeals Residential	\$500	\$685 + mailing fee
Zoning	Commercial Use Certificate ^{1, 3}	\$90	\$120 + \$30 if proffers
Zoning	Commercial Use Certificate - Fast Track	\$200.00 Surcharge to base fee	Delete Fee
Zoning	Commercial Use Owner Change	\$90	\$70
Zoning	Major Site Plan Review ^{2, 4}	\$405 + \$115 per building	\$645 + \$85 if proffers + \$165 if overlay district
Zoning	Minor Site Plan Review ^{2, 4}	\$205	\$470 + \$85 if proffers + \$45 if overlay district
Zoning	Site Plan Resubmittal	\$165	\$140
Zoning	Site Plan Amendment	\$140	\$150 + \$65 if proffers
Zoning	Site Plan Permit Extension	\$150	\$160
Zoning	Signs without Proffers	\$180 + \$110 per sign	\$230 + \$110 per sign
Zoning	Signs with Proffers	\$260 + \$110 per sign	\$280 + \$110 per sign
Zoning	Commercial Addition ^{2, 4} and renovation	\$115	\$275 + \$65 if proffers
Zoning	Comm. Detached Access Structure	\$75	\$240 + \$65 if proffers
Zoning	<u>Small Cell facility review</u>	\$75	\$100 each for up to 5 small cell facilities plus \$50 for each additional small cell facility on a permit
Zoning	Zoning Confirmation Letters	\$200	\$260
Zoning	Zoning Board Of Appeals Commercial + Mailing Variance	\$650	\$690 + mailing fee
Zoning	Certificate & Inspection (No Proffers)	\$355	Deleted and replaced with Non-Res. Principal Structure
Zoning	Certificate & Inspection (Proffers Attached)	\$670	
Zoning	Commercial Amendment and Inspection (No Proffers)	\$235	\$260
Zoning	Commercial Amendment and Inspection (Proffers Attached)	\$390	\$420
Zoning	¹ Minor Proffer Surcharge	\$80	Included with fees as "if proffers"
Zoning	² Major Proffer Surcharge	\$190	

	³ Minor Overlay District Surcharge	\$40	Included with fees as "if overlay district"
Zoning	⁴ Major Overlay District Surcharge	\$150	
Zoning	Special Use Permit	\$455	\$490
Zoning	Special Use Permit Minor	\$455	\$385
Zoning	Special Use Permit Amendment, de minimis rezoning, home enterprise, and SUP with rezoning	\$55	\$195
Zoning	Rezoning	\$605	\$605
Zoning	Proffer Amendment Fee	\$605	\$405
Zoning	Preliminary Plats	\$50	\$315 + \$85 if proffers
Zoning	Record/Final Plats	\$50	\$110 + \$85 if proffers
Zoning	Exempt Plat Review	\$50	\$70 + \$30 if proffers
Zoning	Special Event Permit < 1,000 participants est.	\$365	\$370
Zoning	Special Event Permit > 1,000 participants est.	\$515	\$525
Zoning	Division Of Motor Vehicle Certification Letters	\$185	\$330
Zoning	Division of Motor Vehicle Certification Update	\$185	\$60
Zoning	Temporary Zoning Approvals	\$65	\$225
Zoning	Temporary Zoning Renewal	\$65	\$70
Zoning	Temp Family Health Structure	Formerly under Temp Zoning Appr	\$55
Zoning	Administrative Reduction In Yard	\$110	\$115
Zoning	Early Phase Permit	\$110	Delete
Zoning	Zoning - Temporary Electric	\$35	Delete
Zoning	Buoy Application	\$40	\$470
Zoning	Floodplain LOMR	\$960	\$250 + \$115/hr per additional hour
Zoning	Chicken Coop	\$30	\$65
Zoning	<u>Sheriff Tow Operator</u>	N/A	\$50
ZONING INSPECTION FEES			
Zoning	Commercial Site Plan Re-Inspection	\$135	\$180
Zoning	Zoning Proffer Inspection	\$220	\$220
Zoning	Zoning Proffer Reinspection	\$110	\$180
Zoning	Special Use (Conditions) Inspection	\$220	\$220
Zoning	Special Use (Conditions) Reinspection	\$110	\$180
CONTACT INFORMATION			
Spotsylvania County Community Development 9019 Old Battlefield Blvd., Suite 100 Spotsylvania, VA 22553 540-507-7222 Fax: 540-507-7282			
<i>Abbreviations and Symbols</i>		<i>Notes:</i>	
AC	acre	* Virginia State levy on all permits for the purpose of continued education and training (2% of building permit fee).	
bldg.	building		

CBO	Chief Building Official	
CO	Certificate of Occupancy	
com.	commercial	* Deposits - All deposits collected are non-refundable.
ERU	equivalent residential units	
est.	estimated	* Document requests / FOIA - Staff Salary/Hr. + cost of copies
gpd	gallons per day	
ind.	industrial	*Hourly rates at full or partial hour
min.	minimum	*Special fees - applicant will be charged at cost for consultant/expert review in special circumstances.
SUP	Special Use Permit	
Definitions:		Refunds:
* BMP-Best Management Practices: "...effective, practical means of preventing or reducing the amount of pollution generated by non-point sources to a level compatible with water quality goals." Spotsylvania County Code, Section 6A-4. Definitions		* Refunds (Building & Zoning) - All refunds need to be requested in writing to the Department Directors. 70% refund of amount paid minus the deposit, if no inspections have been made; or 70% refund minus the deposit and a percentage based on the number of inspections. Refund request must be within 6 months of permit issuance.
* Permit Applications - Awaiting issuance or additional information are voided after six months and deposits are forfeited.		
* Riser: sprinkler system water main.		
* Mechanical inspections: inspections of heating, ventilation, and air conditioning systems.		* Refunds (Planning): All refunds must be requested in writing to the Planning Director. Refunds will be issued in the following circumstances: 95% of Planning fees if application is withdrawn within three (3) business days of submission; 80% of Planning fees if application is withdrawn during the initial review period (time varies depending on application type); 40% of Planning fees if application is withdrawn within ten (10) business days after initial review comments are issued.
* Gross Building Area: The total area of each floor including the basement and all exterior structures, (such as decks, porches, garages, sheds, etc.)		
* Head: sprinkler head.		
* For permitting and review purposes: townhouses are considered residential; apartments and churches are considered commercial.		
* Permit transfer: would apply, for example, in the sale of a house.		
* Plumbing Fixture: A receptacle or device that is either permanently or temporarily connected to the water distribution system of the premises and demands a supply of water there from; discharges wastewater, liquid-borne waste materials or sewage either directly or indirectly to the drainage system of the premises; or requires both a water supply connection and a discharge to the drainage system of the premises. (Examples but not limited to: dishwasher, eye wash station, water heater, floor drain, sink, urinal, toilet, tub, shower, service sink, drinking fountain, clothes washer, water purifier, separator, interceptor)		

Additional information is on file with the Planning and Zoning Department, located at 9019 Old Battlefield Blvd, 1st Floor, Spotsylvania, Virginia 22553, and may be inspected between 8:00 a.m. and 4:30 p.m., Monday through Friday. Please call ahead to (540) 507-7434 to arrange a

time to view the materials. Additionally, the agenda materials will be available online as part of the agenda for this meeting, which will be available here:

<https://spotsylvania.novusagenda.com/agendapublic/>.

Persons interested may appear and present their views at the public hearing described above. Any public hearing cases, including any ordinances as applicable, are on file and available in the Planning Department, located at 9019 Old Battlefield Blvd, 1st Floor, Spotsylvania, Virginia, 22553; (540) 507-7434, and may be inspected between 8:00 a.m. and 4:30 p.m., Monday through Friday. The Board of Supervisors encourages the participation of all interested County citizens. For those with special needs, please notify the Office of the County Administrator of any accommodations you may require at least five days before the meeting you wish to attend.

BY ORDER OF THE SPOTSYLVANIA COUNTY BOARD OF SUPERVISORS

ED PETROVITCH, COUNTY ADMINISTRATOR