



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

May 24, 2022
6:00 PM

Call to Order

Pledge of Allegiance, Invocation

Approval of Agenda Including Possible Agenda Additions

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

Presentation of Consent Agenda

1. Approval of the 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
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

Public Comment on Consent Agenda

Vote on Consent Agenda

Public Presentations (3 minutes per speaker)

Board Reports

Public Hearings

1. R21-0011 (RO21-0011) Arthur L. Tracy & Patricia B. Tracy, Trustees of The Tracy Family Trust: Linwood Estates
2. Public Hearing for Secondary Six Year Plan
3. Public Hearing for Amendment to County Code Chapter 1, General Provisions, in order to add new Section 1-20, Electronic Summons System Fee
4. 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

Presentations Reports by Others

1. Department of Social Services Update
2. Marshall Center Discussion

Closed Meeting

1. Closed Meeting

New Business

1. Next Board of Supervisors Meeting June 14, 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: May 24, 2022

Title: Approval of a Performance Agreement for Kalahari VA, LLC

Agenda Title: Approval of a Performance Agreement for Kalahari VA, LLC

Recommendation: Staff requests the Board of Supervisors to approve a Performance Agreement for Kalahari VA, LLC, also known as Kalahari Resorts and Convention Center.

Kalahari Resorts is a privately owned company that operates America's largest indoor waterparks and desires to locate on a 140-acre site in the Thornburg area. Kalahari will make a \$475,000,000 capital investment that will create 600+ job opportunities and significant tax revenue for the County.

Summary: The resort will feature a 770-room hotel, multiple on-site restaurants, unique retail shops, an indoor waterpark, entertainment and retail facilities, a fully-equipped fitness center and spa, and a state-of-the-art conference center with a planned opening no later than June 30, 2028.

To induce the location of Kalahari, the incentives provided will be in the form of grants based on taxes paid by Kalahari at the Spotsylvania location

Financial Impact: The economic impact over a ten (10) year period is estimated to generate \$3.5 billion in direct and indirect impact and earnings in excess of \$862 million.

Staff Contacts: Deborah Sanders, Interim Director of Economic Development

Additional Background/Other Considerations: In addition to the creation of new jobs, Kalahari's location will strengthen new investment opportunities and support existing businesses in the Thornburg area, add diversity to the commercial tax base and support tourism related commercial attractions.

Consequence of Denial/Inaction:

The Agreement will not move forward.

ATTACHMENTS:

File Name	Description	Type
Performance Agreement - _Kalahari_-_FINAL.pdf	Performance Agreement	Agreement

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** is made and entered this ____ day of _____, 2022 (the "Effective Date"), by and among the **COUNTY OF SPOTSYLVANIA, VIRGINIA** (the "County") a political subdivision of the Commonwealth of Virginia (the "Commonwealth"), **KALAHARI VA, LLC** (the "Company"), a Delaware limited liability company authorized to transact business in the Commonwealth, and the **ECONOMIC DEVELOPMENT AUTHORITY OF THE COUNTY OF SPOTSYLVANIA, VIRGINIA** (the "Authority"), a political subdivision of the Commonwealth. Each of the County, Company and Authority are sometimes referred to herein as a "Party" and, collectively, they are sometimes referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Company has been formed to develop, own and operate a Kalahari Resort (as defined below) in Thornburg, Spotsylvania County, Virginia on approximately 135 acres of land on U.S. Highway 1, just south of Mudd Tavern Road more specifically identified in the County's records as Tax Map Number (TM) 76-A-58 addressed as 6135 Patriot Highway, TM 76-A-56, TM 76-A-56A addressed as 6117 Patriot Highway, TM 76-A-56B addressed as 6109 Patriot Highway, TM 76-A-58C, TM 76-A-56D, and TM 76-A-56C hereinafter referred to in total as the "Property"; and

WHEREAS, the Company will incur significant costs associated with purchasing the Property, developing, constructing, and equipping the Kalahari Resort; and

WHEREAS, the Property is now substantially unimproved; and

WHEREAS, the County has determined that the promotion of commercial expansion and improvement of business, including but not limited to job creation and retention, results in significant direct and indirect economic, physical and social benefits to the County, is consistent with the Authority's objectives, and is in the best interest of the citizens of Spotsylvania County; and

WHEREAS, the Authority desires to provide to the Company economic incentives to induce the Company to locate the Kalahari Resort in the County which will in turn create numerous jobs and stimulate appropriate commercial growth near the Thornburg Interchange and along the U.S. Highway 1 corridor in the County; and

WHEREAS, the County is willing to appropriate and provide funds to the Authority, in support of a grant, with the expectation that the Authority will provide the funds to or for the use of the Company, provided that the Company meets certain criteria and commitments described herein; and

WHEREAS, the County is authorized by Section 15.2-953 of the Code of Virginia and other laws, and the Authority is authorized by the Industrial Development and Revenue Bond Act, contained in Chapter 49, Title 15.2 of the Code of Virginia and other laws to perform the activities contemplated in this Agreement; and

WHEREAS, the Parties desire to set forth their understanding and agreement as to the terms of the Grants (as defined below) and the obligations of the Company regarding the Company's Commitments (as defined below).

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

Section 1. Incorporation of Preamble.

The Preamble above and the statements made therein are fully incorporated herein by reference thereto and are hereby made part of this Agreement.

Section 2. Definitions.

For the purposes of this Agreement, the following terms shall have the following definitions:

"Affiliates" means any entity that controls, is controlled by, or is under common control with Company. "Control" means the direct or indirect ownership of more than fifty percent (50%) of the voting securities of an entity or possession of the right to vote more than fifty percent (50%) of the voting interest in the ordinary direction of the entity's affairs

"Capital Investment" means the capital expenditure by or on behalf of the Company and/or its Affiliates in taxable real property, taxable tangible personal property, or both at the Property and shall include the expenditures for or in connection with the purchase of real property or easements or other interests in land, for the Kalahari Resort itself, or for infrastructure to support the Kalahari Resort together with the design and "soft" costs associated with the construction of the Kalahari Resort, including expenditures for the purchase or lease of tangible personal property, including but not limited to furniture, fixtures, machinery and equipment. Capital Investment shall not include the "soft" costs of administrative fees taken by, or paid to, the Company

"Incentive Period" means the period of time commencing on the date that the Company receives a certificate of occupancy for the Kalahari Resort from the County and ending on the first day of the month following the twentieth anniversary of the date that the Company receives a certificate of occupancy for the Kalahari Resort from the County.

"Kalahari Resort" means a waterpark resort located upon the Property including at least the following: 770 guest room hotel, one full-service restaurant, additional food and beverage outlets, valet parking, bell and concierge service, a convention center, an indoor waterpark, entertainment and retail facilities and a spa or exercise facility or comparable facilities to the foregoing.

"Maintain" means to keep and operate the Kalahari Resort as a functional waterpark resort open to the public, and in keeping and operating the Kalahari Resort as a functional waterpark, doing so in a state and manner substantially similar to the other "Kalahari Resort" properties operated in North America, taking into account the sizes of each such resort.

“Permit Fees” means any local fees paid by or on behalf of the Company to the County for the purposes identified on the County’s unified fee schedule (as it may be amended, changed or supplemented from time to time) for local building; zoning; planning; GIS; permit center; transportation; utilities; fire and other public safety matters; environmental; stormwater management; and Chesapeake Bay reviews, tests and inspections related to the construction or development of the Kalahari Resort. “Permit Fees” does not include any fees identified on the County’s unified fee schedule related to enforcement actions by the County, does not include the actual bonds required (although bond reviews and inspections are included) and does not include fees paid by the County or by, or on behalf of, the Company to third parties.

“Repayment Event of Default” means an uncured (within the time required by Section 5.2) Event of Default set forth in:

- (i) Section 5.2(a),
- (ii) Section 5.2(b) or
- (iii) Section 5.2(c), but only if such Section 5.2(c) Event of Default is triggered by a failure of the Company to meet its commitments in Section 3.1(a), 3.1(b) or 3.1(c) (as this last commitment is modified by Section 5.2).

“Virginia Code” means the Code of Virginia of 1950, as amended.

“Water and Sewer Fees” means any fees paid by or on behalf of the Company to the County or County utilities to connect the Kalahari Resort to water, sewer, either, or both including meter, connection, and availability fees. “Water and Sewer Fees” does not include any fees related to enforcement actions by the County, does not include fees paid by the County or by, or on behalf of, the Company to third parties, and does not include any monthly service fees for water and sewer service. “Water and Sewer Fees” does not include any costs of the development or construction of infrastructure which is necessary for the Kalahari Resort to connect to water and sewer service.

Section 3. Company Commitments.

3.1 In exchange for the Grants (as defined below), the Company will fully comply with each and every one of the following commitments under the schedules set forth below, which shall collectively be referred to as the “Company Commitments”:

- (a) The Company will purchase the Property;
- (b) The Company will open the Kalahari Resort prior to June 30, 2028 and Maintain the Kalahari Resort for the duration of the Incentive Period;
- (c) The Company will make a Capital Investment of at least Four Hundred Seventy-Five Million Dollars (\$475,000,000.00) prior to June 30, 2029 and shall provide evidence of the Capital Investment to the Authority and the County promptly after the opening of the Kalahari Resort as required herein;

- (d) The Company will pay all taxes and fees owed to the County promptly and on time as required by the County or by applicable law or regulation, subject to the Company's right to review, dispute or appeal any assessments made by the County;
- (e) The Company will provide to the Authority and the County copies of all records related to: the value of its taxable property, the assessment of its taxable property by the County, the payment of taxes and fees to the County;
- (f) The Company will cooperate with the promotional programs of the County and the Authority that highlight Spotsylvania County as a place to do business and as a tourism destination. The Company will identify the location of the Kalahari Resort as being located in Spotsylvania or Virginia on its website and in other selected advertising materials. The Company will not identify the location of the Kalahari Resort as being located in any political subdivision of Virginia (other than Spotsylvania) on its website or in other advertising materials;
- (g) Upon written request, the Company will certify to the Authority and the County that it has made the Capital Investments required by this Agreement. Further, upon written request, the Company shall provide information, consistent with that it provides its lender, with evidence that such Capital Investment meet the requirements of this Agreement. Upon request, the Company shall provide the County with other related items.

3.2 Unless otherwise expressly stated herein, the Company will fully comply with each and every one of the Company Commitments at no cost or expense to the County or the Authority.

3.3 Unless otherwise expressly stated herein, the Company agrees that the Company's Commitments shall apply to the Company's Affiliates which are involved in the operation of the Kalahari Resort.

Section 4. Grants and Other Incentives.

4.1 To induce the Company to locate the Kalahari Resort in Spotsylvania County the Authority agrees to provide the Company with the following incentive grants ("Grants", or individually "Grant") during the Incentive Period, subject to the terms herein and the appropriation of sufficient funds to the Authority by the County for the purpose of funding the Authority's obligations under this agreement:

- (a) Tangible Personal Property Incentive Grant. For each full or partial year after the start of the Incentive Period, the Authority agrees to provide a grant equal to one hundred percent (100%) of the tangible personal property tax paid by the Company each year to the County (the "Tangible Personal Property Incentive Grant") for tangible personal property owned or leased by the Company located at the Property, and if leased only for the tangible personal property tax for which the Company is liable for under the terms of the lease. The Authority will disburse this Tangible Personal Property

Incentive Grant payment to the Company within thirty (30) days after the tangible personal property tax is paid by the Company provided that (i) the Company provides evidence satisfactory to the Authority and the County that the Company's tangible personal property taxes for the applicable tax year have been paid and trued up to the County and (ii) the Company has met the Company Commitments. *For example, the Tangible Personal Property Incentive Grant payment based upon the taxes paid on June 5, 2026 will be paid by July 5, 2026; the Tangible Personal Property Incentive Grant payment based upon the taxes paid on December 5, 2026 will be paid by January 4, 2027.*

- (b) Meals Tax Incentive Grant. For each full or partial year after the start of the Incentive Period, the Authority agrees to provide a grant equal to three (3) percentage points of the then current meals tax rate collected by the Company and turned over by the Company to the County from any and all local taxable sales of meals made by the Company and occurring on the Property for which an incentive grant has not already been paid (the "Meals Tax Incentive Grant"). *For example, the current meals tax rate levied by the County is 4.5% so the Meals Tax Incentive Grant will be equal to the amount at 3% with County "retaining" the amount equal to the remaining 1.5%. Should the meals tax rate increase to 5.5% during the Incentive Period, the Company will continue to receive the Meals Tax Incentive Grant equal to the amount at 3% with the County "retaining" 2.5%.* The Meals Tax Incentive Grant will be disbursed by the Authority within sixty (60) days after each quarter provided that (i) the Company provides evidence satisfactory to the Authority and the County that the meals tax taxes for the applicable quarter have been paid, collected, turned over, and trued up to the County and (ii) the Company has met the Company Commitments. *For example, if the Kalahari Resort is opened on February 1, 2025, the Authority will provide the Meals Tax Incentive Grant by May 30, 2025 (sixty (60) days after the end of the first quarter) for all any and all meals tax collected by the County from any and all taxable sale of meals made by the Company and occurring on the Property beginning on February 1, 2025 and ending on March 31, 2025.* The intent of this Meals Tax Incentive Grant is to provide the grant based upon every month the County collects the meals tax from any and all local taxable sales of meals made by the Company and occurring on the Property during the Incentive Period, but to not pay twice (allowing the Company to "double-dip") on any given month. Should the Board of Supervisors of Spotsylvania County (the "Board") reduce the County's meals tax rate to 3% or below, the Meals Tax Incentive Grant shall be equal to one hundred percent (100%) of the meals tax collected by the Company and turned over by the Company to the County from any and all local taxable sales of meals made by the Company and occurring on the Property for which an incentive grant has not already been paid.

- (c) Transient Occupancy Tax Incentive Grant. For each full or partial year after the start of the Incentive Period, the Authority agrees to provide a grant equal to five (5) percentage points of the then current transient occupancy tax rate collected by the Company and turned over by the Company to the County from any and all local taxable sales of occupancy made by the Company and occurring on the Property for which an incentive grant has not already been paid (the "Transient Occupancy Tax Incentive Grant"). *For example, the current transient occupancy tax rate levied by the County is 7% so the Transient Occupancy Tax Incentive Grant will be equal to the amount at 5% with County "retaining" the amount equal to the remaining 2%. Should the transient occupancy tax rate increase to 8% during the Incentive Period, the Company will continue to receive the Transient Occupancy Tax Incentive Grant equal to the amount at 5% with the County "retaining" 3%.* The Transient Occupancy Tax Incentive Grant will be disbursed by the Authority within sixty (60) days after each quarter provided that (i) the Company provides evidence satisfactory to the Authority and the County that the transient occupancy taxes for the applicable tax year have been paid, collected, turned over, and trued up to the County and (ii) the Company has met the Company Commitments. *For example, if the Kalahari Resort is opened on February 1, 2025, the Authority will provide the Transient Occupancy Tax Incentive Grant by May 30, 2025 (sixty (60) days after the end of the first quarter) for any and all occupancy tax collected by the County from any and all sales of taxable occupancy made by the Company and occurring on the Property beginning on February 1, 2025 and ending on March 31, 2025.* The intent of this Transient Occupancy Tax Incentive Grant is to provide the grant based upon every month the County collects the local transient occupancy tax from any and all taxable sales of occupancy made by the Company occurring on the Property during the Incentive Period, but to not pay twice (allowing the Company to "double-dip") on any given month. Should the Board reduce the County's transient occupancy tax rate to 5% or below, the Transient Occupancy Tax Incentive Grant shall be equal to one hundred percent (100%) of the transient occupancy tax collected by the Company and turned over by the Company to the County from any and all local taxable sales of occupancy made by the Company and occurring on the Property for which an incentive grant has not already been paid. Should any additional incentive program, financing program, or agreement offered by the Commonwealth to the Company require the County or the Authority to contribute a local match in excess of a one percentage point (1%) of the local sales tax rate, the amount of the local match will be deducted from the annual payments made to the Company as part of this Transient Occupancy Tax Incentive Grant. If such a program, finance program or agreement offered by the Commonwealth requires a local match equal to or less than a one percentage point (1%) of the local sales tax rate, the amount of the local match will not be deducted from any annual payments made to the Company as otherwise set forth herein.

- (d) Newly Adopted Taxes Incentive Grant. After the Effective Date of this Agreement, one or more new taxes, fees or similar payment requirements, not currently set forth in the County's ordinances, and uniquely applicable to the Company or its Affiliates, the Kalahari Resort, its employees, guests and customers at the Kalahari Resort, and no other company, its employees, guests, and customers, may be implemented by the County in the future, including a potential admissions tax ("Newly Adopted Taxes"). "Newly Adopted Taxes" shall not include service district taxes. For each full or partial year after the start of the Incentive Period, unless prohibited by applicable law, the Authority agrees to provide a grant equal to one hundred percent (100%) of any Newly Adopted Taxes collected by the Company and paid to the County (the "Newly Adopted Taxes Incentive Grant"). The Newly Adopted Taxes Incentive Grant will be disbursed by the Authority within sixty (60) days after each quarter provided that (i) the Company provides evidence satisfactory to the Authority and the County that the Newly Adopted Taxes for the applicable tax year have been paid, collected, turned over, and trued up to the County and (ii) the Company has met the Company Commitments. *For example, if the Kalahari Resort is opened on February 1, 2025, the Authority will provide the Newly Adopted Taxes Incentive Grant by May 30, 2025 (sixty (60) days after the end of the first quarter) for any and all Newly Adopted Taxes collected from any and all taxable sales of Newly Adopted Taxes made by the Company and occurring on the Property beginning on February 1, 2025 through March 31, 2025.* The intent of this Newly Adopted Taxes Incentive Grant is to provide the grant based upon every month the County collects the Newly Adopted Taxes made by the Company and occurring on the Property during the Incentive Period, but to not pay twice (allowing the Company to "double-dip") on any given month. The Parties acknowledge and agree that this Agreement shall in no way require the County to levy any Newly Adopted Taxes. The Parties acknowledge and agree that for as long as the County does not adopt any Newly Adopted Taxes, there will remain no Newly Adopted Taxes Incentive Grant owed to the Company.
- (e) Business, Professional and Occupational License Incentive Grant. For each of the tax years beginning with the first full tax year after the start of the Incentive Period, the Authority agrees to provide a grant equal to one hundred percent (100%) of the business, professional and occupational license ("BPOL") tax paid by the Company each year to the County upon gross receipts earned by the Company and attributable to the Property (the "BPOL Tax Incentive Grant"). The Authority will disburse this BPOL Tax Incentive Grant payment to the Company by June 30th of the year following the applicable tax year provided that (i) the Company provides evidence satisfactory to the Authority and the County that the Company's BPOL taxes for the applicable tax year have been paid and trued up to the County and (ii) the Company has met the Company Commitments. *For example, the BPOL Tax Incentive Grant payment for the taxes paid for the 2026 tax year will be disbursed by June 30, 2027.*

- (f) Permit Fees and Water and Sewer Fees Incentive Grant. Upon the opening of the Kalahari Resort, the Authority agrees to provide the Company a grant equal to the Permit Fees and Water and Sewer Fees. Such payment shall be made within thirty (30) days of the opening of the Kalahari Resort and be accompanied by an itemized list of the Permit Fees and Water and Sewer Fees.

4.2 Grants Associated with Affiliates and Third Parties.

- (a) Excluded. The Grants herein are not intended to incentivize investments by third parties that are not Affiliates if such investments are not associated with the Kalahari Resort. In recognition of this, no Grants will be paid to the Company if a third party that is not an Affiliate pays the tax or similar charge underlying the applicable Grant and the business giving rise to the tax or similar charge is not associated with the Kalahari Resort. *For example, should the Company sell a portion of the Property to a non-Affiliate third party that builds a chain restaurant or retail establishment that is not in, attached to or otherwise associated with an attraction or amenity of the Kalahari Resort, the taxes paid and collected for sales at such business shall not be included in the taxes on which the Grants are measured and based.*
- (b) Included. The Grants herein are intended to incentivize the investments associated with the Kalahari Resort at the Property as measured by the taxes paid above. In recognition of this and the fact that the Company does not make all such investments itself, except as set forth in Section 4.2(a), all Grants will be paid to the Company regardless of whether it, an Affiliate or a third party pays the tax or similar charge underlying the applicable Grant. *For example, should the Company allow a third party to own or operate a restaurant on the Property and that restaurant is associated with the Kalahari Resort (i.e., in it or outside it near one of the Kalahari Resort's amenities or attractions while still on the Property) (the "Restaurant Location"), the meals taxes paid and collected for the sale of meals at the Restaurant Location, the BPOL tax paid upon gross receipts attributed to the Restaurant Location, the tangible personal property tax paid for tangible personal property at the Restaurant Location, and any Newly Adopted Taxes paid and collected at the Restaurant Location shall be included in the taxes on which the Grants are measured and based. The Company shall identify to the County and Authority, in writing, all Affiliates and third parties that the Company believes this Section 4.2(b) applies to and cause such Affiliate or third party to cooperate with the County and Authority. The Parties shall cooperate to identify and calculate all such amounts.*

4.3 Should the Board repeal any of the local taxes identified above upon which a Grant is measured and based, then the corresponding Grant will thereafter not be owed to the Company for the corresponding tax year or years. If any amount of taxes upon which a Grant is measured

and based is subject to an ongoing statutorily provided appeal contesting the amount of taxes owed, the Authority will disburse the corresponding Grant based upon the amount of taxes which have been paid to the County pursuant to the schedule set forth herein and will not withhold the Grant due to the appeal. Should any taxes upon which a Grant is measured and based be refunded by the County to the Company as required by law after the corresponding Grant has been paid, the corresponding Grant for the next scheduled payment of the corresponding Grant after the refund, or the cumulative Grants, if necessary, will be reduced by the amount of the previous Grant corresponding to the tax refund. Should there, for any reason, be no future Grant or Grants to allow for a reduction corresponding to the tax refund, the Company will repay the amount of the previous Grant corresponding to the tax refund to the Authority pursuant to the terms of Section 6. This repayment requirement will survive any termination of this Agreement.

4.4 The Authority's obligation to undertake the activities herein is specially conditioned upon the County providing funding on a timely basis; provided, however, that any and all County financial obligations herein are subject to and conditioned upon appropriation by the Board and availability of funds,

4.5 The County agrees to require the County Administrator to include the Authority's financial obligation herein in the County Administrator's proposed budget for the Board's consideration each County budget year during the Incentive Period, and the County Administrator is hereby directed to do so without further direction needed. Should the County Administrator fail to include the Authority's financial obligation herein in any proposed budget, but the Board approves a budget to include the Authority's financial obligation herein, then the County shall have met this requirement. Subject to the terms and conditions herein, the County agrees to transfer to the Authority any and all funds appropriated by the Board for the purpose of meeting the Authority's obligations under this Agreement.

4.6 The Authority will use all funds transferred by the County to the Authority for the Grants only and exclusively to satisfy the obligations contained in this Agreement related to the Grants.

4.7 To induce the Company to locate the Kalahari Resort in Spotsylvania County the Authority agrees to provide the Company with the following incentive grant: upon the execution of this Agreement, as an incentive the Authority, the County, and the Company agree to execute the assignment and license attached hereto as "Exhibit A" for the right to paint and maintain the Thornburg Water Tower with the Company's signage subject to the terms and conditions therein.

4.8 The Grants will not be based upon or include any amounts paid or owed to the County by the Company for penalties, interest, either or both, on any amount of delinquent taxes. The County will retain all payments for penalties, interest, either or both. The County has the right apply funds intended for the Grants to any delinquent taxes, penalties, or interest owed to the County by the Company instead of disbursing those amounts to the Authority. Should the County apply funds intended for the Grants to any delinquent taxes, penalties, or interest owed to the County by the Company, the amount of the Grants owed to the Company will be reduced by the same amount.

Section 5. Reductions, Events of Default, Termination.

5.1 Reduction. Should the Company fail to make the Capital Investment committed to in Subsection 3.1 (c) herein, but make a Capital Investment of at least three hundred and fifty million dollars (\$350,000,000.00) it shall not be a default hereunder; however, all Grants set forth in Section 4.1 shall be reduced in an amount equal to the percentage reduction between the Capital Investment committed to in Subsection 3.1 (c) herein and the minimum Capital Investment required herein – three hundred and fifty million dollars (\$350,000,000.00). *For example, should the Capital Investment made by the Company be \$462,500,000.00, the total amount of each Grant owed by the Authority to the Company set forth in Section 4.1 shall be reduced by ten percent (10%) pro rata, because the reduction of the Capital Investment was \$12,500,000.00 which is 10% of the difference between the Capital Investment committed to in Section 3.1 (\$475,000,000.00) and the minimum Capital Investment committed to herein (\$350,000,000.00).*

5.2 Events of Default - Company.

Each of the following events shall be a default hereunder by the Company if occurring at any time prior to the end of the Incentive Period, as follows:

- (a) Failure by the Company to maintain its corporate existence or the declaration of bankruptcy by the Company;
- (b) Failure by the Company to make a Capital Investment of at least three hundred and fifty million dollars (\$350,000,000.00);
- (c) Failure by the Company to comply with any of the Company's Commitments described in Section 3 of this Agreement, except for Subsection 3.1(c) if the Capital Investment is at least three hundred and fifty million dollars (\$350,000,000.00), and, further, except for the right to cure such default within thirty (30) days after receiving written notice from the Authority or the County.

5.3 Events of Default –Authority.

Each of the following events shall be a default hereunder by the Authority as follows:

- (a) Failure to comply with any of the commitments described in Section 4 and to cure such default within thirty (30) days after receiving written notice from the Company or the County.
- (b) Failure to comply with any of the commitments in Section 7 and to cure such default within thirty (30) days after receiving written notice from the County.

5.4 Events of Default –County.

Each of the following events shall be a default hereunder by the County as follows:

- (a) Failure to comply with any of the commitments described in Section 4 and to cure such noncompliance within thirty (30) days after receiving written notice from the Company or the Authority.

5.5 Termination: Assumption – County and Authority.

The County and the Authority have the rights of termination and assumption as follows:

- (a) In the case of an occurrence of default by the Company under Subsection 5.2, the County or the Authority may terminate this Agreement by giving written notice to the other Parties. Any termination of this Agreement by the Authority or the County will not release the Company from, or otherwise void, the repayment obligations of the Company set forth in Section 6.
- (b) In the case of an occurrence of default by the Authority under Subsection 5.3, the County may, by giving written notice to the other Parties, immediately assume the obligations of the Authority and administer the Grants herein, and the Authority hereby agrees to take all steps requested by the County in order to effectuate this assumption; and the County shall further have any and all other rights available to it under law and equity.

5.6 Termination – Company.

At any time prior to opening the Kalahari Resort, Company may, by giving written notice to the other Parties, abandon such development and terminate this Agreement and the obligations of Company hereunder, if it determines, in its sole discretion, that such development is no longer economically feasible. Upon such termination, neither the County nor the Authority shall have any obligation to make any payments hereunder to Company. In the case of an occurrence of default under Subsections 5.3 (a) or 5.4 (a), the Company may terminate this Agreement in writing and shall thereafter have any and all rights under law and equity. Should the Authority or the County be in default under Subsections 5.3 (a) or 5.4 (a) respectively, and should the Company terminate this Agreement due to said default under those terms, then the Company shall not be subject to the repayment obligations of Section 6 herein and shall not otherwise be required to repay the Grants unless they are subject to reduction or repayment under Section 4.3.

Section 6. Repayment.

Upon any Repayment Event of Default, the Company will repay to the Authority any and all amounts paid up to it up to the time of the Repayment Event of Default pursuant to this Agreement upon written demand by the Authority or the County to the Company for such repayment. Repayment will be due from the Company to the Authority within thirty (30) days of the date of the written demand to the Company from the Authority or the County. The Authority and the County shall be entitled to recover from Company all of the Authority's and County's reasonable attorneys' fees and other costs related to litigation incurred in enforcing any Repayment

Event of Default by the Company. Any moneys repaid by the Company to the Authority hereunder will be repaid by the Authority to the County. The Authority will have no responsibility for the repayment of any sums hereunder unless said sums have been received by the Authority from the Company. Any termination of this Agreement by the County or the Authority, other than for a Repayment Event of Default, shall release the Company from any further obligations herein.

Section 7. Other Commitments of the Authority.

The Authority will provide the County Administrator, or the designee thereof, with copies of all documents related to this Agreement, including, but not limited to, documents related to the administration of this Agreement, and will keep the County Administrator or his designee fully and timely informed in writing of all matters related to the Agreement. If litigation involving the Grants is initiated or expected to be filed against the Authority, the Authority will immediately notify the County Attorney and County Administrator. The Authority will keep records of its financial transactions, if any, related to the Agreement in accordance with generally accepted accounting principles. The Authority will also retain any and all records related to this Agreement for the period of time required by the applicable retention schedules set by the Library of Virginia pursuant to the Virginia Public Records Act (VPR). In any event, the Authority shall retain any and all records related to this Agreement for three (3) years beyond the last day of the last year of the Incentive Period.

Section 8. Other Limitations of Liability.

In addition to the other limits set forth herein, the Parties' liability hereunder will be limited as follows:

8.1 Limitation of Liability – Authority.

Notwithstanding anything to the contrary in this Agreement, it is the intent of the Parties not to impose upon the Authority any responsibility, duty or obligation other than what may be required to implement the Grants. Accordingly, the Authority does not assume any responsibility or liability whatsoever except as specifically stated herein. All payments and other performances by the Authority under this Agreement are subject to, conditioned upon, and limited by, the appropriation of funds by the Board. It is understood and agreed among the Parties that the Authority will be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Agreement. Under no circumstances will the Authority's total liability under this Agreement exceed the total amount of funds appropriated by the Board for the payments hereunder for the performance of this Agreement.

8.2 Limitation of Liability – County.

Notwithstanding anything to the contrary in this Agreement, all payments and other performances by the County under this Agreement are subject to, conditioned upon, and limited by, the appropriation of funds by the Board. It is understood and agreed among the Parties that the County will be bound hereunder only to the extent of the funds appropriated by the Board for the purposes of this Agreement. Under no circumstances will the County's total liability under this Agreement exceed the total amount of funds appropriated by the Board for the payments hereunder

for the performance of this Agreement. Nothing shall be construed in this Agreement as requiring the Board to appropriate funds hereunder.

8.3 Limitation of Liability – Company.

Notwithstanding anything to the contrary in this Agreement, the Company's total liability to repay the Authority or the County hereunder will in no event exceed the total amount of funds actually received by the Company from the Authority or the County.

Section 9. Representations and Warranties.

Each Party hereby represents and warrants to the other Parties as follows: it is empowered and able to enter into this Agreement, to be bound hereby, and to perform according to the terms hereof; any and all actions necessary to enable it to enter into this Agreement, and to be bound hereby, have been duly taken; the person or persons executing or attesting the execution of this Agreement on behalf of it has or have been duly authorized and empowered to so execute or attest; the execution of this Agreement on behalf of it will bind and obligate it to the extent provided by the terms hereof; and as of the date of this Agreement, there exists no litigation pending against it which if determined adversely, would materially and adversely affect its ability to carry out its obligations under this Agreement or the transactions contemplated hereunder.

Section 10. Public Disclosure.

10.1 Applicable Law.

The Parties acknowledge that records maintained by or in the custody of the County and the Authority are subject to the provisions of the VPRA and the Virginia Freedom of Information Act (FOIA) and thus are subject to the records retention and public disclosure requirements set forth in those statutes. The County and the Authority shall, within two (2) business days, notify Company, in writing, of any disclosure requests under such statutes or other similar statutes. Such written notice shall be given even if the disclosure requests do not comply with applicable laws or are exempt from disclosure under FOIA.

10.2 Challenges to Nondisclosure.

If the Company submits records to the County or the Authority related to, or required by, this Agreement, and requests that those records not be disclosed under applicable law and the County or the Authority consequently denies a request for disclosure of such records based on the Company's request, and the County's or the Authority's denial of a request for disclosure of records is challenged in court, the Company will indemnify, hold harmless and defend the County and the Authority, their respective officers and employees from any and all costs, damages, fees and penalties relating thereto including, but not limited to, reasonable attorneys' fees and other costs related to litigation.

Section 11. Notices.

Formal notices and communications among the Parties shall be given either by (i) personal service, (ii) delivery by a reputable document delivery service that provides a receipt showing date

and time of delivery, (iii) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery or (iv) delivery by facsimile or electronic mail (email) with transmittal confirmation and confirmation of delivery if sent by facsimile, addressed as noted below. Notices and communications personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices and communications mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices and communications delivered by facsimile or email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient with confirmation only required if sent by facsimile. Such written notices and communications shall be addressed to:

if to the Company, to:

Kalahari VA, LLC
William Otto
P.O. Box 590
Wisconsin Dells, Wisconsin 53965
Email: botto@kalahariresorts.com

with a copy to:

Kalahari VA, LLC
Ralph Gundrum
P.O. Box 590
Wisconsin Dells, Wisconsin 53965
Email: rgundrum@kalahariresorts.com

and to:

McGuireWoods LLP
Gateway Plaza
800 E. Canal Street
Richmond, Virginia 23219
Attn: Chris Lloyd

Troutman Pepper, LLP
222 Central Park Avenue,
Suite 2000
Virginia Beach, Virginia 23462
Attn: RJ Nutter, II and Hannah Dowd
McPhelin

if to the County, to:

County of Spotsylvania, Virginia
P. O. Box 99
Spotsylvania, Virginia 22553
Facsimile: 540.507.7019
Email: coadmin@spotsylvania.va.us
Attention: County Administrator

with a copy to:

County of Spotsylvania, Virginia
P. O. Box 308
Spotsylvania, Virginia 22553
Facsimile: 540.507.7028
Email: attorney@spotsylvania.va.us
Attention: County Attorney

if to the Authority, to:

Economic Development Authority of
the County of Spotsylvania, Virginia
9019 Old Battlefield Boulevard
Suite 310
Spotsylvania, Virginia 22553
Facsimile: 540.710.7207
Email: dsanders@spotsylvania.va.us

with a copy to:

Economic Development Authority c/o
Hefty Wiley & Gore
100 West Franklin Street
Suite 310
Richmond, Virginia 23220
Facsimile: 804.225.8356
Email: brendan@heftywiley.com

Attention: EDA Chair

Attention: Brendan Hefty

Section 12. Miscellaneous.

12.1 Entire Agreement; Amendments; Assignment.

This Agreement constitutes the entire agreement among the Parties and may not be amended or modified, except in writing, signed by each of the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. The Company may not assign its rights and obligations under this Agreement to a non-Affiliate third party without the prior written consent of the County and the Authority. For avoidance of doubt, a change of control of Company is not an assignment of its rights and obligations under this Agreement.

12.2 Governing Law; Venue.

This Agreement is made, and is intended to be performed, in the Commonwealth and shall be construed and enforced by the laws of the Commonwealth. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the County of Spotsylvania, and such litigation shall be brought only in such court.

12.3 Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

12.4 Severability.

If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the Parties as nearly as possible in accordance with applicable law. However, if all payment obligations of the County or Authority are found to be invalid and/or unenforceable, then the Company shall have no further obligation to the County or Authority.

12.5 Attorney's Fees.

Attorney's fees shall be paid by the Party incurring such fees.

12.6 No Partnership or Joint Venture.

It is mutually understood and agreed that nothing contained in this Agreement is intended or will be construed in any manner or under any circumstance whatsoever as creating and establishing the relationship of copartners or creating or establishing a joint venture between or among any of the Parties or as designating any Party to the Agreement as the agent or representative of any other Party to the Agreement for any purpose.

12.7 No Third Party Beneficiaries.

Notwithstanding any other provision of this Agreement, the Parties agree that (i) no individual or entity will be considered, deemed or otherwise recognized to be a third-party beneficiary of this Agreement; (ii) the provisions of this Agreement are not intended to be for the benefit of any individual or entity other than the County, the Authority, or the Company; (iii) no other individual or entity will obtain any right to make any claim against the County, the Authority, or the Company under the provisions of this Agreement; and (iv) no provision of this Agreement will be construed or interpreted to confer third-party beneficiary status on any individual or entity.

12.8 No Pledge of Credit.

Notwithstanding anything herein to the contrary, nothing herein will be interpreted or operate as a pledge of the full faith and credit of the County, or will bind the County to appropriate funds for expenditures related to this agreement. The Authority cannot expend funds unless appropriated by the Board, and one Board cannot obligate a future Board. Therefore, notwithstanding any provision of this Agreement to the contrary, if the Board fails to appropriate funds for the continuance of this Agreement, all obligations hereunder will be automatically suspended upon depletion to the then currently appropriated or allocated funds until a subsequent Board appropriates additional funds or this Agreement is terminated. The Parties hereby agree that a subsequent Board will not be obligated in any way to appropriate funds hereunder. Notwithstanding the foregoing, the provisions of Section 6 above will survive the suspension of obligations hereunder and the termination of this Agreement until all of the Company's obligations have been satisfied.

12.9 Not Binding on Land Use Decisions.

Notwithstanding anything herein to the contrary, nothing herein will require or otherwise bind the County or the Board to make any land use decision related to the Company or the Property including, but not limited to, any decision on an application for rezoning or special use permit.

12.10 Force Majeure.

Notwithstanding anything to the contrary under this Agreement, no Party shall be liable to the others in any case for failure to perform any of its obligations under this Agreement due to any cause not within its control including without limitation, wars (whether declared or not), acts of terrorism, rebellion, civil commotion, strikes, lock-outs and industrial disputes, fire or explosion not caused by the Company, earthquake, acts of God, pandemics, outbreaks of infectious diseases or any other public health crisis, including quarantine, floods, droughts, or bad weather, discontinuation of public or private transportation or supply of energy, the unavailability of material or adequate personnel, or any acts or order of any other government or governmental authority or body, including but not limited to acts or orders taken or issued in response to the COVID-19 pandemic a ("Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the Party affected by the Force Majeure Event shall notify the other of its occurrence, its nature and its anticipated duration and shall use its commercially reasonable efforts to mitigate the effects of that Force Majeure Event. If notwithstanding such efforts the affected Party is unable to mitigate the effects of the Force Majeure Event within a reasonable time, it may terminate this Agreement

provided that said Party provides at least thirty (30) days prior written notice of termination to the other Parties.

[Remainder of Page Intentionally Left Blank. Separate Signature Pages to Follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

COUNTY OF SPOTSYLVANIA,
VIRGINIA

By: _____
Print Name: _____
Title: _____
Date: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA, to-wit:

The foregoing instrument was acknowledged before me this the ____ day of _____, 20 ____, by _____, County Administrator of Spotsylvania County.

Notary Public

My Commission Expires: _____
My Registration No.: _____

Approved as to Form:



County Attorney

ECONOMIC DEVELOPMENT
AUTHORITY OF THE COUNTY OF
SPOTSYLVANIA, VIRGINIA

By: [Signature]
Print Name: David S. Goosman
Title: Vice Chairman
Date: 4-27-2022

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Spotsylvania, to-wit:

The foregoing instrument was acknowledged before me this the 27th day of April, 20 22, by David S. Goosman (name), Vice Chairman (title) of the Economic Development Authority of Spotsylvania County.

[Signature]
Notary Public

My Commission Expires: 2-28-2023
My Registration No.: 171073

Approved as to Form:

[Signature]
Counsel for the Economic
Development Authority of
Spotsylvania, Virginia



KALAHARI VA, LLC

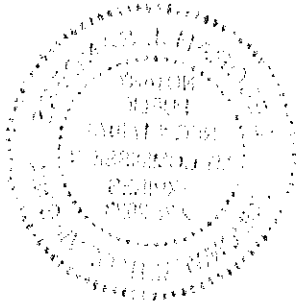
By: _____
Print Name: _____
Title: _____
Date: _____

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this the ____ day of _____, 20 ____, by _____ (name), _____ (title) of Kalahari VA, LLC.

Notary Public

My Commission Expires: _____
My Registration No.: _____



KALAHARI VA, LLC

By: Todd R. Nelson
Print Name: Todd B. Nelson
Title: Member/President
Date: 5/20/2022

STATE OF Wisconsin
CITY/COUNTY OF Sauk, to-wit:

The foregoing instrument was acknowledged before me this the 20th day of May, 20 22, by Mary Bonte Spath (name),
(title) of Kalahari VA, LLC.

Mary Bonte Spath
Notary Public

My Commission Expires: 9/4/2024
My Registration No.: 10470

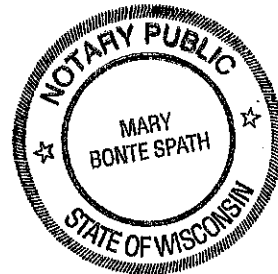


EXHIBIT A

TRI-PARTY ASSIGNMENT AND LICENSE AGREEMENT

THIS TRI-PARTY ASSIGNMENT AND LICENSE AGREEMENT ("Agreement") is made this ____ day of _____, 20____ (the "Effective Date"), by and among the **COUNTY OF SPOTSYLVANIA, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, having a mailing address of 9104 Courthouse Road, PO Box 99, Spotsylvania, Virginia 22553 ("County"); the **ECONOMIC DEVELOPMENT AUTHORITY OF SPOTSYLVANIA COUNTY**, a political subdivision of the Commonwealth of Virginia created pursuant to Virginia Code § 15.2-4900, *et seq.*, and Spotsylvania County Code § 2-81, *et seq.*, having a mailing address of 9019 Old Battlefield Boulevard, Suite 310, Spotsylvania, Virginia, 22553 ("EDA"), and **KALAHARI VA, LLC**, a Delaware Limited Liability Company, having a mailing address of P.O. Box 590, Wisconsin Dells, WI 53965. ("Licensee").

WHEREAS, County is the owner of certain real estate, commonly known as the Thornburg Water Tank, with a physical address of 5118 Mudd Tavern Drive, Thornburg, Virginia, real estate tax map number 63-A-43D in Spotsylvania, Virginia (the "Parcel"); and

WHEREAS, County owns and operates on the Property a water tank structure which includes the portions of the structure designed to hold water and the portions of the structure which support the structure both physically and through operational needs (the "Water Tank") (Parcel and Water Tank collectively referred to as the "Property"); and

WHEREAS, the Water Tank is critical County infrastructure in itself and serves as the platform for communications equipment utilized in County operations; and

WHEREAS, the height of the Water Tank renders it appropriate for use as water storage, as a location for transmission equipment, such as telecommunications antenna arrays ("Transmission Equipment"), and for conveying visual information for promotional purposes; and

WHEREAS, New Cingular Wireless PCS, LLC has Transmission Equipment on the Water Tank as of the time of signing this Agreement; and

WHEREAS, the County wishes to assign to the EDA the right to license the exterior surface of the Water Tank for the purpose of conveying visual information for promotional purposes (the "Promotional Area"), exclusive of the right to use the Water Tank for any other purpose, including but not limited to the right to access the Water Tank in the immediate vicinity of the Promotional Area, the right to use the Water Tank for water storage, and the right to lease, license or use space on the Water Tank or Property for Transmission Equipment; and

WHEREAS, the EDA wishes to receive the assigned right to license the Promotional Area on the Water Tank, exclusive of the right to use the Property for any other purpose; and

WHEREAS, County and EDA intend to license the Promotional Area on the Water Tank upon the understanding and so long as Signage on the Promotional Area is applied, maintained, and removed without interference with or interruption to third party Transmission Equipment on the Water Tank; and

WHEREAS, Licensee is the developer, owner, and operator of a theme-based amusement attraction located in Spotsylvania County (the "Attraction" or the "Kalahari Resort"); and

WHEREAS, Licensee's decision to locate its Attraction in Spotsylvania County was based, in part, on economic incentives offered by County and EDA (the "Incentives"); and

WHEREAS, County and EDA have offered Incentives to promote economic development in the County, including, but not limited to, promoting Spotsylvania County as a tourism destination; and

WHEREAS, Licensee wishes to license the use of the Promotional Area on the Water Tank to display its signage or other promotional words, colors, and images ("Signage"), exclusive of the right to use the Property for any other purpose; and

WHEREAS, the revocable license granted herein is exchanged for adequate consideration as part of the scope of Incentives;

WHEREAS, County plans to replace the Water Tank with another water tank (the "Replacement Water Tank"), possibly within the next five (5) to eight (8) years in an as-yet undetermined location, but which may, if approved by Licensee in its sole discretion, be located on Licensee's property, and the parties intend to negotiate in good faith in the hopes of entering into a new Tri-Party Assignment and License Agreement regarding the Replacement Water Tank as set forth in Section 2.3.w; and

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions, County, EDA, and Licensee agree as follows:

SECTION 1 – COUNTY ASSIGNMENT TO EDA

1.1. AGREEMENT DOCUMENTS

The provisions set forth in the preamble and the attached Exhibit 1, the site plan of the Property, are incorporated into and made part of this Assignment.

1.2. ASSIGNMENT OF RIGHT TO LICENSE

County hereby assigns to EDA the right to license the Promotional Area to Licensee for the sole purpose of displaying Signage for promoting or advertising the Attraction ("Signage License"). County's assignment to EDA of the right to grant the Signage License is exclusive, except as provided herein. Except for the right to grant the Signage License, County specifically reserves all rights with respect to the Property, including the right to work in the immediate vicinity of the Signage License, to conduct work that could result in damage to the Signage, and the right to locate Telecommunications Equipment in the immediate vicinity of the Signage.

County further assigns EDA the right to license ingress and egress to the Property to Licensee to allow the Licensee to paint the Promotional Area to cover existing visual images and otherwise prepare the Water Tank as necessary to receive the Signage, to apply the Signage, to maintain or repair the Signage as necessary during the duration of the License, and to remove the

Signage upon the revocation or termination of the license ("Ingress Egress License"). County's assignment to EDA of right to grant the Ingress Egress License is non-exclusive.

County's assignment to EDA of the right to grant a Signage License and an Ingress Egress License does not include the right to move, modify, or otherwise interfere with Telecommunications Equipment or other equipment, antennas, or devices on the Property, or to affect the function of the Water Tank or other equipment, structure, or utility on the Parcel. County specifically reserves the right to use the Property, as well as to lease, license or otherwise allow the Water Tank or Parcel to be used by other parties for purposes other than visual promotion or advertising.

1.3 TERMS OF ASSIGNMENT

a. County's assignment to EDA of the right to grant the Signage License and Ingress Egress License are revocable at will. Section 2.1.g. addresses the implications of the revocation of the Signage License and Ingress Egress License.

b. County's assignment to EDA is for economic development purposes and entails no charge or fee from EDA to County.

c. County's assignment to EDA is premised upon EDA's license to Licensee in accordance with the terms and conditions set forth in this Agreement.

SECTION 2 – EDA GRANT OF LICENSES

The provisions set forth in the preamble and Exhibit 1 are incorporated into and made part of hereof. All terms defined in Section 1 have the same definition herein.

2.1 SIGNAGE LICENSE

EDA hereby grants Licensee an exclusive Signage License, pursuant to the reservations and exceptions set forth in Section 1.2, and the terms and conditions in this Section 2.

a. Signage is prohibited from containing words or images that are not acceptable as commercial speech displayed on a County facility ("Prohibited Advertising Content"), including words or images not discernable from ground level without visual aid or magnification. To promote Spotsylvania as a tourism destination, any Signage reference to a geographical area of Virginia must be to Spotsylvania, to Virginia, or to both. Signage cannot refer to "Fredericksburg." Any reference to Fredericksburg constitutes Prohibited Advertising Content.

EDA must approve Signage before Licensee begins process of applying it to the Promotional Area. EDA's exercise of control over the content of the Signage is limited to its determination that proposed Signage is free of Prohibited Advertising Content. EDA has no authority to fail or refuse to approve proposed Signage that is free of Prohibited Advertising Content.

Licensee must submit to EDA in hard copy a scaled color rendering of the proposed Signage in a size and format that enables the EDA to discern without visual aid or magnification the entire content, which includes the overall image as well as the smallest individual detail. EDA must act upon submission within 60 days of receiving it.

County is not involved in the process of reviewing and approving the Signage, but as the owner of the Property reserves the right to compel Licensee to remove Signage or any element of Signage that, in its view, contains Prohibited Advertising Content.

b. Licensee, at its sole discretion, selects between paint and vinyl wrap as the medium to apply Signage to the Water Tank. Regardless of the chosen medium, Licensee must obtain from the County Director of Utilities specifications for cleaning and disinfecting the Water Tank prior to Signage application.

(i) If Licensee elects to apply Signage with paint, Licensee must obtain from the County Director of Utilities specifications for applying, protecting, maintaining, repairing, and removing paint to the Promotional Area, before performing any work. The Director of Utilities shall provide the required specifications within thirty (30) days after he receives Licensee's details of the desired scope and request for specifications. Licensee must pay all reasonable and customary engineering or inspection costs generated or incurred as result of the work related to the Signage. All work related to the Signage shall conform to specifications provided by the Director of Utilities.

(ii) If Licensee elects to apply Signage with a vinyl wrap, Licensee must obtain from County Director of Utilities specifications for applying, protecting, maintaining, repairing and removing the vinyl wrap before performing any work. Such specifications include, but are not limited to the following:

- (1) Vinyl wrap must be manufactured for large format exterior applications and utilized for at least three (3) years on liquid holding tanks over 100,000 gallons. County and EDA prefer 3M to be the manufacturer. Manufacturer must provide to County Director of Utilities a letter stating that it approves the selected material for installation on elevated liquid holding tanks in the proposed site's geographic location.
- (2) Installer must be certified by the vinyl wrap material manufacturer to install the selected material on an elevated liquid holding tank. County and EDA prefer a 3M Certified installer;
- (3) Installer must have a minimum of 3 years' experience in large outdoor applications with at least 5 projects on elevated storage tanks that each hold more than 100,000 gallons;
- (4) Installer must provide manufacturer's installation recommendations to the County for review and approval prior to start of installation and must strictly conform to manufacture's installation recommendations during the application, maintenance or repair, and removal of the Signage;
- (5) Licensee must verify that vinyl wrap does not void any tank coating warranty held by the County that covers the underlying surfaces of the Water Tank.

c. Licensee must comply with all local, state, and federal laws, ordinances, and regulations, including federal Occupational Safety and Health Administration ("OSHA") regulations as they apply to any aspect of this Agreement.

d. Licensee must at all times maintain Signage in good repair. When Signage is damaged, obscured, or modified from the approved content due to any cause, Licensee must repair damage within thirty (30) days; provided, however, this period shall be automatically extended, as needed, if the Licensee is diligently pursuing such repair but unable to complete it due to weather or other issues beyond its control. If Signage is damaged, obscured, or modified in such a manner as to cause it to display Prohibited Advertising Content, Licensee must cover or obscure so much of the damaged Signage as necessary to render the Prohibited Advertising Content not visible as soon as practical, but in no event later than seventy-two (72) hours, and must repair the Signage within thirty (30) days; provided, however, this period shall be automatically extended, as needed, if the Licensee is diligently pursuing such repair but unable to complete it due to weather or other issues beyond its control.

Licensee understands that County work from time to time requires County personnel to access the Water Tank in the vicinity of the Signage. Should the County work consist of non-invasive inspection work and the like whereby County personnel should, through care and diligence of the industry standard, be able to protect the Signage, and should the County personnel cause damage to the signage through an act of negligence related to said work, unless Licensee notifies County, in writing, that it wants to undertake such repairs at its own cost, County is responsible at its expense to repair any such damage in accordance with all terms and conditions of this Agreement within thirty (30) days of such damage; provided, however, this period shall be automatically extended, as needed, if the County is diligently pursuing such repair but unable to complete it due to weather or other issues beyond its control. Should the County work, pursuant to the industry standard, require that the Signage be damaged to the extent that it must be replaced in its entirety to continue to operate as intended (for example, cutting away or altering a portion of the Water Tank displaying Signage to access the interior of the Water Tank, or to otherwise repair the exterior of the Water Tank) then the Licensee is responsible at its expense to repair any such damage in accordance with all terms and conditions of this Agreement within thirty (30) days of the completion of the County's work as determined by the County; provided, however, this period shall be automatically extended, as needed, if the Licensee is diligently pursuing such repair but unable to complete it due to weather or other issues beyond its control. Should the County work consist of work beyond inspection and the like, and should the County work, pursuant to the industry standard and at reasonable cost, reasonable cost to be determined solely by the County, allow the Signage to be maintained without necessary replacement in its entirety (possibly, for example, bolting on a piece of equipment to the Water Tank) then the County shall include in its contract with its vendor for the work, a requirement that the vendor maintain and protect the Signage, and if the County includes that requirement in the contract, then the Licensee will release the County from any and all claims related to any and all damage caused to the Signage by the vendor and shall seek damages solely against the vendor.

Licensee understands that County has and in the future may lease, license, or otherwise permit third parties to access the Property for reasons not related to the Signage, but which may result in damage to the Signage. Licensee is responsible to repair any such damage in accordance with all terms and conditions of this Agreement within thirty (30) days of such damage; provided, however, this period shall be automatically extended, as needed, if the Licensee is diligently pursuing such repair but unable to complete it due to weather or other issues beyond its control. The third party whose access resulted in damage bears financial responsibility for such repair. The County shall fully cooperate with Licensee's efforts to collect from such third party.

e. Licensee has no obligation to pay EDA or County a fee for the Signage License.

f. Licensee cannot assign or transfer the Signage License to a third party without the EDA's prior written approval, except that Licensee can transfer the Signage License to a third party as part of Licensee's sale, conveyance, or transfer of ownership or operation of the Attraction, whether in whole or part, to a third party. Licensee is prohibited from using the Promotional Area to promote any other business or enterprise other than the Attraction, even if such other business or enterprise is owned or operated by the owners or operators of the Attraction, or part of the same franchise or brand.

g. The Signage License is revocable at will. Within thirty (30) days after EDA provides written notice to Licensee of the revocation of the Signage License for any reason except the removal of the Water Tank which is at the sole discretion of the County, the destruction of the Water Tank, or a material breach of the Signage License by Licensee that remains uncured after the time permitted by this the Signage License (an "Uncured Breach"), it shall pay Licensee an amount equal to \$1,000,000 as liquidated damages for such revocation. This amount of liquidated damages will be reduced by \$50,000 for every year this the Signage License is in effect. The parties hereto acknowledge and agree that the sums payable under this Section 2.1g. shall constitute liquidated damages and not penalties and are in addition to all other rights of the Licensee. The parties further acknowledge that (i) the amount of loss or damages likely to be incurred by Licensee upon a termination of the Signage License is incapable or is difficult to precisely estimate, (ii) the amounts specified in this Section 2.1g. bear a reasonable relationship to, and are not plainly or grossly disproportionate to, the probable loss likely to be incurred in connection with a termination of the Signage License, (iii) one of the reasons for the parties reaching an agreement as to such amounts was the uncertainty and cost of litigation regarding the question of actual damages, and (iv) the parties are sophisticated business parties and have been represented by sophisticated and able legal counsel and negotiated the Signage License at arm's length. Notwithstanding anything above, or anything herein, to the contrary, the parties specifically agree that the revocation of the Signage License, the Ingress Egress License, either, or both, is not, and shall not be interpreted as, a breach of the Signage License, the Ingress Egress License, or this Agreement and the payment described above is intended to provide an economic incentive to the Licensee. If the Signage License is terminated as a result of an Uncured Breach, Licensee must remove the Signage in a manner appropriate for the medium used to match the paint of the rest of the tank in condition, substance, and color (and only the Signage). To satisfy the foregoing, Licensee shall match the color as closely as practical; it shall not be required to repaint the entire Water Tank. In all other cases, Licensee shall have no such obligations.

2.2 INGRESS EGRESS LICENSE

EDA hereby grants Licensee a non-exclusive Ingress Egress License over the Property, pursuant to the reservations and exceptions set forth in Section 1.2, and the terms and conditions in this Section 2.

a. This Ingress Egress License allows Licensee's employees and duly authorized agents or contractors ("Authorized Persons") the right to access the Property. It does not grant, and Authorized Persons are hereby prohibited with respect to, access to any portion of the Parcel or Water Tank not necessary to carry out the purposes of the Signage License. It does not include,

and Authorized Persons are hereby specifically prohibited from, accessing, moving, modifying, or otherwise interfering with equipment, antenna, or other devices on the Property, or affecting the function of the Water Tank.

b. Licensee has no obligation to pay EDA or County a fee for the Ingress Egress License.

c. The Ingress Egress License is revocable at will. Section 2.1.g. addresses the implications of the revocation of the Signage License and Ingress Egress License.

2.3 GENERAL TERMS AND CONDITIONS

The Signage License and the Ingress Egress License (collectively the "Licenses") are also subject to and granted in accordance with the following terms and conditions.

a. The Licenses are contingent upon Licensee receiving its building permit (the "Permit") for the Kalahari Resort.

b. Prior to accessing the Property and Water Tank, Licensee must request such access from the Director of Utilities for the County. The Director of Utilities will issue access to the site by the Licensee or its agents at his discretion within ten (10) business days of the request, unless County work at the Water Tank is incompatible with preparation or painting of the Promotional Area. The Director of Utilities will assign a County employee or employees to provide access to the gated Property, to escort the Licensee or its contractor at all times, and to secure the gate each day after the Licensee's or its contractor's departure. While on the Property or Water Tank, Licensee must comply with all reasonable instructions regarding specific conditions or matters at the Property or Water Tank issued by the Director of Utilities. Neither the Director of Utilities, the County, or the EDA controls the activities of the Licensee or its contractor, except to provide specific instructions for the purpose of safeguarding County infrastructure and third party Transmission Equipment. Any dispute between the Licensee or its contractor and the Director of Utilities is resolved by the County Administrator.

c. When Licensee performs any work on or affecting the Property, either directly or through a contractor, it must, at its own expense, restore the Property to as good a condition as existed before the work was undertaken, reasonable wear and tear and damage from the elements excepted, unless otherwise directed by EDA. If Licensee fails to restore the Property, EDA may, after notice to Licensee and County and after affording Licensee thirty (30) days to correct the situation, restore the Property. Licensee must reimburse EDA the cost of such restoration within forty-five (45) days after receiving from EDA a reasonably detailed bill evidencing such work.

d. In the event EDA or County incurs any fee, cost, or charge to maintain the Property as a result of either of the Licenses, then upon notice from EDA, Licensee must pay all such fees, costs, or expenses within forty-five (45) days after receiving notice and a reasonably detailed invoice of such actual expenses, whether or not such expenses have been paid.

e. Subject to the conditions and allowances herein, the County will maintain the Property, including the painting of the Water Tank (other than the Signage) and the structural elements of the Water Tank, in compliance with all applicable laws, regulations, ordinances,

covenants, easements, zoning and land use regulations, restrictions of record, permits, building codes, and industry standards in effect. County's failure to maintain the Property or Water Tank (including the paint that it is responsible for) as set out and conditioned above in a manner that prevents interference with Signage or Promotional Area after written notification of said failure by the Licensee and after a reasonable time to cure constitutes its termination of the Licenses, in which case the payment contemplated by Section 2.1.g. shall be payable to Licensee.

f. Licensee understands that there is or may be County or third party Transmission Equipment installed on the Water Tank or the Property. Licensee must not operate equipment that causes harmful interference, measurable in accordance with then-existing industry standards, with any equipment of County or third parties with Transmission Equipment existing on the Property prior to the date Licensee commences work on the Signage. In the event Licensee installs any equipment which causes interference with existing equipment, and after EDA, County, or such third party has notified Licensee in writing of such interference, Licensee will take all steps necessary to correct and eliminate the interference.

g. Licensee must, at its expense, obtain and maintain during the life of the Licenses, insurance and security required herein. Any required insurance and security must be effective prior to the beginning of any work at the Property.

(1) Commercial General Liability: Licensee must maintain Commercial General Liability insurance coverage on an occurrence basis insuring against claims, loss, cost, damage, expense or liability from loss of life or damage or injury to persons or property arising out of any of the work or activity under or by virtue of the Licenses or arising out of the Licenses. The limits of liability for this coverage is \$2,000,000 combined single limit for any one occurrence and \$2,000,000 aggregate.

(2) Contractual Liability: Licensee must maintain Contractual Liability insurance consistent with the general liability insurance coverage.

(3) Workers' Compensation: Licensee must maintain Workers' Compensation insurance covering Licensee's statutory obligation under the laws of the Commonwealth of Virginia and Employer's Liability insurance for all its employees engaged in work under the Licenses. Limits of liability for Employer's Liability are \$100,000 bodily injury each occurrence; \$500,000 bodily injury by disease (Policy limit); and \$100,000 bodily injury by disease (each employee). With respect to the Workers' Compensation and Employer's Liability coverage, Licensee's insurance companies must waive rights of subrogation against EDA, County, their respective officers, employees and volunteers.

(4) Automobile Liability: Licensee must maintain Automobile Liability insurance. The limit of liability for such insurance is \$2,000,000 combined single limit applicable to owned or non-owned vehicles used in the performance of any work under the Licenses.

(5) Evidence of Insurance: All insurance must meet the following requirements:

1. Licensee must furnish EDA with a certificate or certificates of insurance showing the type, amount, effective dates and date of expiration of the policies.

2. Upon receipt of notice from its insurers, Licensee must use commercially reasonable efforts to provide EDA with thirty (30) days prior written notice of cancellation.

3. Except for Workers' Compensation coverage and Employer's Liability coverage, the required certificate or certificates of insurance must include the EDA, County, their respective officers, employees and volunteers as additional insureds as their interest may appear under this agreement, in connection with the Licenses.

4. Insurance coverage must be with an insurance company rated at least A Minus by AM Best (or its equivalent if AM Best is no longer in existence). Any insurance company providing coverage relevant to the Licenses that is underwritten by a company or companies authorized to do business in the Commonwealth of Virginia must be reasonably satisfactory to EDA and County.

h. While on or near the Property or in its performance pursuant to the Licenses, Licensee, its employees, contractors and agents, must not dispose of or release any hazardous substance, material, or waste, in performance of Licensee's work under the Licenses. Licensee, its employees, contractors and agents, must comply with all federal, state, and local laws, rules, regulations, and ordinances controlling air, water, noise, solid wastes, and other pollution, and relating to the storage, transport, release, or disposal of hazardous material, substances or waste on or near the Property.

Licensee indemnifies and holds EDA, County, and their respective officers, agents, employees and volunteers, harmless from all costs, claims, damages, causes of action, liabilities, fines or penalties, including reasonable attorney's fees, resulting from Licensee's, its employees', contractors' and agents' violation of this condition 2.3(h) (except to the extent caused by the negligence or willful misconduct of EDA or County) and agrees to reimburse EDA or County for all costs and expenses incurred by either of them in eliminating or remedying such violations by Licensee, its employees, contractors and agents except to the extent such violation is caused by EDA or County. Licensee also agrees to reimburse and hold EDA, County, and their respective officers, agents, employees and volunteers, harmless from any and all costs, expenses, fines, attorney's fees and all penalties or civil judgments incurred by or obtained against any of them as a result of Licensee's, its employees', contractors' and agents' use or release of any hazardous material, substance or waste (each as specified by federal, state, and/or local laws, rules, regulations, and ordinances) onto the ground or otherwise, or into the water or air from the Property or the property adjacent thereto, except to the extent caused by EDA or County. The indemnity, liabilities and responsibilities herein survives the expiration or termination of this Agreement.

Except as set forth in the previous paragraph, and only to the extent the same directly affects Licensee's access to or use of the Property, or directly affects Licensee's obligations under this Agreement, County will ensure that its actions undertaken upon the Property comply with all federal, state, and local laws, rules, regulations, and ordinances controlling air, water, noise, solid wastes, and other pollution, and relating to the storage, transport, release, or disposal of hazardous material, substances or waste on the Property. If, during Licensee's performance of work at the Property and except to the extent attributable to or caused by Licensee so as to violate the provisions herein, Licensee encounters contaminated groundwater, soil or other materials on or under the Property existing prior to Licensee's construction (a "Pre-Existing Environmental Condition") that must be disposed off-site pursuant to applicable federal or state laws controlling air, water, solid and hazardous waste, and other pollution, Licensee must cease work and no longer access the Property except as specifically authorized by EDA. Should Licensee encounter a Pre-Existing Environmental Condition set forth above, EDA or County may terminate this Agreement, and County may, at its sole discretion, agree to remediate the Pre-Existing Environmental

Condition. This does not, without more, impose any liability upon Licensee for a Pre-Existing Environmental Condition.

i. Licensee agrees and binds itself to indemnify, keep, and hold EDA, County, and their respective officers, employees, contractors and volunteers free and harmless from any and all claims, causes of action, damages, costs (including reasonable attorneys' fees), or any liability on account of injury or damage of any type to any persons or property to the extent growing out of or directly or indirectly related resulting from any act or omission of Licensee, including but not limited to: (1) Licensee's use of the public ways or other areas of the County in connection with the Licenses; (2) any work related to the Signage; (3) Licensee's exercise of any right or privilege granted by or under the Licenses; or (4) the failure, refusal, or neglect of Licensee to perform any duty imposed upon or assumed by Licensee by or under this Agreement. In the event that any suit or proceedings is brought against EDA or County, either independently or jointly with Licensee on account of anything set forth above, Licensee, upon written notice given to it by County or EDA, will defend (in consultation with the County Attorney) County and EDA in any such action or proceeding, at the Licensee's cost; and in the event of any settlement or final judgment awarded against County or EDA, either independently or jointly with Licensee, Licensee will pay any such settlement or final judgment or will comply with such decree, pay all reasonable costs and expenses of whatsoever nature, and hold EDA, County, and their respective officers, employees, contractors and volunteers free and harmless therefrom.

Licensee must protect, indemnify, and hold harmless EDA and County from any and all demands for fees, claims, suits, actions, causes of action, or judgments based on the alleged infringement or violation of any intellectual right, including but not limited to copyright, arising out of or related to the Signage.

j. Licensee must timely pay any and all taxes assessed upon or charged to Licensee by a taxing authority on or before the due date thereof as a result of this Agreement or the services or facilities provided by Licensee hereunder or that Licensee may be required by law or regulation to collect and pay, whether such tax is assessed or increased. Should County or EDA be assessed or charged by a taxing authority with any tax as a result of its obligations under this Agreement in excess of Ten Thousand Dollars (\$10,000.00) which excess Licensee does not pay within thirty (30) days of County or EDA presenting the tax assessment or charge to Licensee to make payment on behalf of EDA or County as applicable, County or EDA may terminate this Agreement without more and should County or EDA terminate this Agreement for this reason, County and EDA shall be collectively and individually not liable for any damages or liability accruing from this Agreement including, but not limited to, those set out in Section 2.1 (g).

Unless the assessment notices or tax bills are sent directly from the taxing authority to Licensee, EDA or County must promptly provide to Licensee all assessment notices or tax bills EDA or County receives from any taxing authority. Unless the assessment notices or tax bills are sent directly from the taxing authority to EDA or County, Licensee must promptly provide to County all assessment notices or tax bills Licensee receives from any taxing authority which purport to directly assess or charge EDA or County. Licensee, EDA, and County all have the individual right, at their sole options, and at their sole costs and expenses, to appeal, challenge or seek modification of any tax assessment or bill for which they are wholly or partially responsible for payment under this Agreement.

k. Licensee must obtain all required permits and authorizations from County, in accordance with all zoning ordinance regulations governing Licensee's use of the Property, prior to commencing any work under this Agreement. This Agreement must not be interpreted to bind the County hereunder to approve any of the above.

l. Licensee must obtain all required permits and authorizations from the Virginia Department of Transportation ("VDOT"), in accordance with all applicable laws and regulations governing Licensee's use of the Property, including, but not limited to, any permits and authorizations related to signage visible to highways of the Commonwealth, prior to commencing any work under this Agreement. The County shall assist all such efforts of Licensee.

m. All costs connected with the installation, maintenance and repair of the Signage are the sole responsibility of the Licensee. If this Agreement is revoked as a result of an Uncured Breach, Licensee must paint over the Signage (and only the Signage) to match the paint of the rest of the tank in condition, substance, and color. To satisfy the foregoing, Licensee shall match the color as closely as practical; it shall not be required to repaint the entire Water Tank. In all other cases, Licensee shall have no such obligations.

n. Licensee is responsible (i) to obtain the necessary property rights from County to locate and maintain the utilities necessary for serving the Signage; (ii) to obtain and maintain any utility service necessary for the Signage; (iii) for all the costs associated with the installation and maintenance of utilities serving the Signage; and (iv) to place the Signage utilities on a separate meter so as to allow for the utility consumption of Licensee to be measured and be paid by Licensee. Licensee is financially responsible for the utilities provided to Licensee and the Signage, agrees to be billed separately and directly for the utilities, and agrees to pay the utilities promptly upon demand by the utility provider or EDA.

Upon power review request by Licensee, if a service upgrade is required or desired by Licensee, County, if necessary, will submit a request to the appropriate authority or agency for a service upgrade. Licensee must pay the cost of any such upgrade.

o. County acknowledges that County, and not Licensee, is responsible for compliance with all Water Tank marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC. In the event Licensee is cited by either the FAA or FCC because the Water Tank is not in compliance and County fails to cure the conditions of noncompliance within the time frame allowed by the citing agency, Licensee may terminate this Agreement immediately upon written notice to the EDA.

p. Except for indemnification pursuant to Section 2.3(i) and as otherwise set forth in this Agreement, and subject to all immunity, limitations and protections afforded to EDA or County by virtue of the state tort claims act or other act, statute, law or regulation now or in the future, or a violation of law, no Party is liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

q. This Agreement is governed by the laws of the Commonwealth of Virginia. The parties agree that the sole proper venue for the hearing and adjudication of any dispute concerning this Agreement is in the Circuit Court of Spotsylvania County.

r. Except where the context otherwise requires, wherever used the singular must include the plural, the plural the singular; the use of any gender must be applicable to all genders; and the word "or" is used in the inclusive sense. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

s. The parties hereto acknowledge that County, as a subdivision of the Commonwealth of Virginia, is a sovereign entity, and, as to tort liability and as to the risk of property loss from casualty or other cause, is either constitutionally immune (or partially immune) from suit, judgment or liability, insured, or covered by a plan of risk management that is in the nature of self-insurance, all as determined by applicable laws, government policies and practices. No covenant, condition or agreement contained in this Agreement is deemed, in any manner, to be a waiver of the sovereign immunity of County from tort or other liability.

t. The financial liability of County herein, if any, is subject to the appropriation of the Spotsylvania County Board of Supervisors on a no less frequent basis than once every fiscal year.

u. The financial liability of EDA herein, if any, is subject to the appropriation of sufficient funds to the EDA made by the Spotsylvania County Board of Supervisors on a no less frequent basis than once every fiscal year.

v. The persons who have executed this Agreement represent and warrant that they are duly authorized to execute this Agreement in their representative capacities as indicated. The Board of Supervisors of Spotsylvania County authorizes the County Administrator, or his duly-appointed Deputy or Assistant County Administrator, to execute this Agreement. The Board of Supervisors of Spotsylvania County further authorizes the County Administrator or his designee to administer this Agreement, which includes without limitation the authority to send notices, grant extensions, and exercise termination provisions upon the conditions set forth in this Agreement.

w. If the County constructs the Replacement Water Tank, the parties shall in good faith negotiate in the hopes of entering a new Tri-Party Assignment and License Agreement with respect to the Replacement Water Tank.

x. If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

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SIGNATURES ON FOLLOWING PAGES

WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

COUNTY OF SPOTSYLVANIA, VIRGINIA

By: _____
Ed Petrovitch, in his capacity as its
COUNTY ADMINISTRATOR

Date: _____

APPROVED AS TO FORM:



COUNTY ATTORNEY

SIGNATURES CONTINUE ON FOLLOWING PAGES

ECONOMIC DEVELOPMENT AUTHORITY
OF SPOTSYLVANIA COUNTY

By: 
David S. Goodman (Name)
in his capacity as its

Vice Chairman
(Title)

Date: 5/23/2022

APPROVED AS TO FORM:


COUNSEL TO THE EDA

SIGNATURES CONTINUE ON FOLLOWING PAGE

LICENSEE:

KALAHARI VA, LLC

By: Todd R. Nelson (Name)
in his capacity as its

Member/President
(Title)

Date: 5/25/2022

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

Meeting Date: May 24, 2022

Title: Approval of the Minutes of the May 10, 2022 Board of Supervisors Meeting

Type: Action

Agenda Title: Approval of the Minutes of the May 10, 2022 Board of Supervisors Meeting

Recommendation: Approve the Minutes of the May 10, 2022 Board of Supervisors Meeting.

Summary: The minutes are attached.

Staff Contacts: Aimee Mann, Deputy Clerk

ATTACHMENTS:

File Name	Description	Type
Min_051022.doc	May 10, 2022 Minutes	Minutes

PRESENT: Deborah H. Frazier, Salem District
Lori Hayes, Lee Hill District
Jacob Lane, Livingston District
Kevin W. Marshall, Berkeley District
Timothy J. McLaughlin, Chancellor District
David Ross, Courtland 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 4:30 p.m. Supervisor Ross led the Pledge of Allegiance and Supervisor Frazier gave the invocation.

APPROVAL OF AGENDA

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

- Appointment of Crystal Sullivan to the Transportation Committee (Livingston District)
- Reappointment of David Goosman to the Economic Development Authority (Livingston District)
- Appointment of Courtney Gandy to the Parks and Recreation Commission (Livingston District)
- Proclamation Recognizing Business Appreciation Month

VOTE:

Ayes:	7	Frazier, Hayes, Lane, Marshall, McLaughlin, Ross, Yakabouski
Nays:	0	
Absent:	0	
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.

The following items were removed from the consent agenda for separate consideration:

- Proclamation Recognizing Business Appreciation Month

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

VOTE:

Ayes:	7	Frazier, Hayes, Lane, Marshall, McLaughlin, Ross, Yakabowski
Nays:	0	
Absent:	0	
Abstain:	0	

1. Approval of the Minutes of the April 26, 2022 Board of Supervisors Meeting;
2. Acceptance of Grant Award and Budget Amendment for FY 2022 Virginia Tourism Corporation's (VTC) American Rescue Plan Act (ARPA) Tourism Recovery Plan Funding as follows:

VOTE:

Ayes:	7	Frazier, Hayes, Lane, Marshall, McLaughlin, Ross, Yakabowski
Nays:	0	
Absent:	0	
Abstain:	0	

RESOLUTION NO. 2022-51

Approving Grant Award Agreement, Designation of Authorized Agents in the Execution and Administration of the Grant Award, and Acceptance and Appropriation of the FY 2022 Virginia Tourism Corporation's (VTC) American Rescue Plan Act (ARPA) Tourism Recovery Plan Grant Award

WHEREAS, the Virginia Tourism Corporation (VTC) has awarded Spotsylvania County \$180,000 in pass through grant funds from their ARPA funds to be used for Tourism Recovery Plan efforts; and

WHEREAS, VTC is offering these funds as a first-step in spurring economic activity and travel across the Commonwealth; and

WHEREAS, Tourism plans to use these funds for paid media, marketing production, and tourism product development to draw tourists to Spotsylvania County and aid local tourism entities negatively impacted by COVID-19; and

WHEREAS, to access these funds, the County is required to submit a spending plan detailing their planned expenditures; and

WHEREAS, these funds cannot supplant local funds; and

WHEREAS, there is no local match requirement and there will be no requirement to continue to fund the program once the grant award expires on June 30, 2024; and

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

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

BE IT FURTHER RESOLVED, by the Spotsylvania County Board of Supervisors that the following individuals are hereby designated as authorized organizational representatives any of whom may act in the acceptance and administration of the grant award:

Edward Petrovitch, County Administrator;
Mark Cole, Deputy County Administrator;
Bonnie Jewell, Assistant County Administrator/Chief Financial Officer;
Lindsey Leach, Community Engagement and Tourism Manager; and
Annette D'Alessandro, Grants Manager; and

BE IT FURTHER RESOLVED by the Spotsylvania County Board of Supervisors that the grant in the amount of \$180,000 is accepted and that the General Fund budget is hereby amended to reflect the increase in funds associated with the grant award; and

BE IT FURTHER RESOLVED by the Spotsylvania County Board of Supervisors that the following appropriations be, and the same hereby are, made for the fiscal year beginning July 1, 2021, for expenditures in the amount of \$180,000 to be used only for tourism expenses approved by VTC upon its review of the County's spending plan, to be expended only by order of the Board of Supervisors as follows:

GENERAL FUND: \$180,000

3. Approval of Revisions Chapter 1-5 Employee Policy and Procedures Manual;
4. Approval of Smart Scale Round 5 Final Applications as follows:

VOTE:

Ayes:	7	Frazier, Hayes, Lane, Marshall, McLaughlin, Ross, Yakabowski
Nays:	0	
Absent:	0	
Abstain:	0	

RESOLUTION NO. 2022-52

A RESOLUTION SUPPORTING SMART SCALE ROUND 5 FINAL APPLICATIONS

WHEREAS, Spotsylvania County Board of Supervisors herein by reference identify four local and six regional FAMPO/GWRC final applications to submit for Smart Scale Round 5 funding consideration, and

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

Four Local:

1. I-95/US Rte 1 Exit 126 SB Onramp Improvements (VA Required)
2. US Rte 1/Hood Drive/Mine Road Conventional Intersection Improvements (VA Required)
3. Rte 2/17/Benchmark Road Intersection Area Improvements
4. US Rte 1 Pipeline Study Recommendation for US Rte 1 SB Widening to 3 Lanes: Harrison Rd to Four Mile Fork Area

Six Regional Projects:

Four under FAMPO:

1. VCR Regional Bike/Ped Project: East of I-95 to Downtown Fredericksburg
2. I-95 Widening to 8 lanes: Exit 130 to Exit 126
3. US Rte 1 Pipeline Study Recommendation for Shared Use Path: Harrison Rd to the City line area
4. US Rte 1 Massaponax Corridor Study Improvements: Massaponax Church Rd and Guinea Station Rd intersections

Two under GWRC:

1. Lafayette Boulevard Multimodal Improvements
2. Route 2/17 Improvements: Rte 3 Bypass to Spotsylvania County Line

WHEREAS, the Spotsylvania County Board of Supervisors hereby support the four local and six regional final application projects for Smart Scale Round 5 funding consideration, and

NOW, THEREFORE, BE IT RESOLVED, this Board endorses the four local and six regional applications for consideration in the Smart Scale Round 5 process, and

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Transportation Committee and Virginia Department of Transportation (VDOT).

5. Authorization to Convert Three Part-Time Deputy Sheriff Positions to One Full-time Deputy Sheriff (Front Counter Desk) Position for FY 2023;
6. Budget Adjustment to Shift Sheriff's Office Insurance Reimbursements to Capital Projects for Vehicle Replacements as follows:

VOTE:

Ayes:	7	Frazier, Hayes, Lane, Marshall, McLaughlin, Ross, Yakabowski
Nays:	0	
Absent:	0	
Abstain:	0	

RESOLUTION NO. 2022-53

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

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

CAPITAL PROJECTS FUND: \$36,400

7. Budget Adjustment & Appropriation for Environmental Codes (Erosion) Division as follows:

VOTE:

Ayes:	7	Frazier, Hayes, Lane, Marshall, McLaughlin, Ross, Yakabowski
Nays:	0	
Absent:	0	
Abstain:	0	

RESOLUTION NO. 2022-54

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 contracted inspections and consultation services in support of the Environmental Codes Division, to be expended only by order of the Board of Supervisors as follows:

CODE COMPLIANCE FUND: \$878,969

8. Capital Projects Budget Adjustments as follows:

VOTE:

Ayes:	7	Frazier, Hayes, Lane, Marshall, McLaughlin, Ross, Yakabowski
Nays:	0	
Absent:	0	
Abstain:	0	

RESOLUTION NO. 2022-55

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.

To close out and reallocate funding on certain capital projects, to be expended only by order of the Board of Supervisors as follows:

CAPITAL PROJECTS FUND: (\$991,911)

9. County Public Comment Letter to the State on Draft FY23-28 SYIP;
10. Reappointment of Kenneth Crist to the Broadband, Telecommunications and Cable Commission (Berkeley District);
11. Appointment of Crystal Sullivan to the Transportation Committee (Livingston District);
12. Reappointment of David Goosman to the Economic Development Authority (Livingston District);
13. Appointment of Courtney Gandy to the Parks and Recreation Commission (Livingston District).

CONSENT AGENDA ITEM FOR SEPARATE CONSIDERATION

Proclamation Recognizing Business Appreciation Month

On a motion by Vice Chairman Ross and passed unanimously, the Board approved the Proclamation with the corrected typos as follows:

VOTE:

Ayes:	7	Frazier, Hayes, Lane, Marshall, McLaughlin, Ross, Yakabowski
Nays:	0	
Absent:	0	
Abstain:	0	

PROCLAMATION

Designating May as Business Appreciation Month in Spotsylvania County

WHEREAS, businesses play a pivotal role in strengthening our community by providing necessary products and services, embracing innovative technologies, and employing and training a workforce to preserve the economic well-being of all our citizens; and

WHEREAS, the Spotsylvania County Board of Supervisors is pleased to recognize the accomplishments of our entrepreneurs, in all sectors and all areas, who choose to call our county home and in so doing contribute greatly to the ongoing economic development of Spotsylvania County; and

WHEREAS, the Board of Supervisors seeks to demonstrate our commitment to and partnership with our county businesses who help power our local economic development efforts and to express our appreciation to them for this vital contribution; and

WHEREAS, the Board of Supervisors recognizes the many charitable, civic, and philanthropic contributions made by our county business partners and supports their involvement in helping to sustain such charitable efforts within our community; and

WHEREAS, the Board of Supervisors seeks to foster a business climate that encourages investment, job growth and community involvement; and

WHEREAS, it is fitting to offer the citizens of our great County a unique opportunity to recognize, celebrate, and support our county business partners for the essential role they play in moving Spotsylvania County forward;

NOW, THEREFORE, BE IT RESOLVED THAT, the Spotsylvania County Board of Supervisors does hereby recognize our existing businesses and proclaim May 2022 and each succeeding year, to be Business Appreciation month in Spotsylvania, VA.

PUBLIC PRESENTATIONS

Kevin O'Connor 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.

PRESENTATIONS/REPORTS BY OTHERS

Healthy Generations Area Agency on Aging Presentation

Pat Holland, Executive Director, gave an overview of the Healthy Generations Area Agency on Aging program and the community impact of their programs.

The Board recessed at 5:00 p.m. and reconvened at 6:30 p.m.

PUBLIC PRESENTATIONS

Roy Searles and Lorita Daniels addressed the Board during public presentations.

PUBLIC HEARING

Public Hearing to Consider Amendments to Chapter 22 – Water, Sewers, and Sewage Disposal

Ms. Jewell presented.

Staff recommended approval.

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 Yakabouski and passed 6 to 1 with Vice Chairman Ross opposed, the Board adopted the ordinance as follows:

VOTE:

Ayes:	6	Frazier, Hayes, Lane, Marshall, McLaughlin, Yakabouski
Nays:	1	Ross
Absent:	0	
Abstain:	0	

ORDINANCE No. 22-37

To amend and reordain Chapter 22, Article II, Water Service, Division 3, Connection and Availability Charges, Secs. 22-67 and 22-68; Division 5, Service Charges, Secs. 22-126, 22-128, 22-129 and 22-132; Division 6, Bulk Water and Construction Service, Secs. 22-159, 22-160, 22-161, and 22-162; Article IV, Sewer Service, Division 3, Connection and Availability Fees, Secs. 22-307 and 22-308; Division 4, Service Charges, Secs. 22-336, 22-337, 22-337.1, and 22-340; and Division 5, Discharge of Septic Tank Sewage Into County Treatment Plant, Sec. 22-364, of the Code of the County of Spotsylvania, Virginia, to amend utility rates and fees.

PUBLIC HEARING: May 10, 2022

WHEREAS, staff has reviewed the code amendments and recommends approval as stated in the executive summary dated May 10, 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 April 21, 2022 and April 28, 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 22, Water, Sewers and Sewage Disposal, Articles II, Division 3, Secs. 22-67 and 22-68; Division 5, Secs. 22-126, 22-128, 22-129, and 22-132; Division 6, Secs. 22-159, 22-160, 22-161, and 22-162; Article IV, Division 3, Secs. 22-307 and 22-308; Division 4, Secs. 22-336, 22-337, 22-337.1, and 22-340; and Division 5, Section 22-364 be and are hereby **amended and re-ordained** as follows:

Chapter 22 WATER, SEWERS AND SEWAGE DISPOSAL

ARTICLE II. WATER SERVICE

DIVISION 3. CONNECTION AND AVAILABILITY CHARGES

Sec. 22-67. Water availability fees.

Water availability fees shall be paid to the county for each meter for each new or altered water service as follows:

(a) *New residential services.*

- (1) The water service availability fees for single family detached dwelling units, residential attached dwellings and multi-family dwellings with four (4) or less residential units per building, and mobile homes shall be based upon water meter size as follows:

Nominal Meter Size (inches)	CURRENT until June 30, 2022	Effective July 1, 2022	Effective July 1, 2023	Effective July 1, 2024
$\frac{5}{8}$ or $\frac{5}{8} \times \frac{3}{4}$	\$4,920	\$5,290	\$5,396	\$5,504
$\frac{3}{4}$	5,800	7,218	7,362	7,510
1	8,660	16,239	16,564	16,895
1½	14,370	32,337	32,984	33,643
2	18,410	49,552	50,543	51,554

- (2) For each new residential multi-family dwelling containing five (5) or more residential units per building or for each new mixed use residential dwelling containing a combination of commercial and five (5) or more residential units which is not an institutional assisted living facility, the water service availability fee shall be based upon on the higher of (1) the meter size and the table given in subsection (b) below, or (2) the water service availability fee equal to fifty (50) percent of the water service availability fee charged for a $\frac{5}{8} \times \frac{3}{4}$ meter paid for each individual residential unit and commercial unit.
- (3) For institutional assisted living facilities, the water service availability fee shall be as set forth in the following table:

Current until June 30, 2022	Effective July 1, 2022	Effective July 1, 2023	Effective July 1, 2024
The greater of \$1,220 per bedroom or the amount based on the water meter size as given in the table with § 22-67(b)	The greater of \$1,325 per bedroom or the amount based on the water meter size as given in the table with § 22-67(b)	The greater of \$1,350 per bedroom or the amount based on the water meter size as given in the table with § 22-67(b)	The greater of \$1,375 per bedroom or the amount based on the water meter size as given in the table with § 22-67(b)

- (b) *Nonresidential domestic and process water service.* For nonresidential domestic and process water use a water service availability fee shall be charged for each water meter for new nonresidential users based upon nominal water meter size on each service line which provides the service as follows:

Nominal Meter Size (inches)	CURRENT until June 30, 2022	Effective July 1, 2022	Effective July 1, 2023	Effective July 1, 2024
$\frac{5}{8}$ or $\frac{5}{8} \times \frac{3}{4}$	\$4,920	\$5,290	\$5,396	\$5,504
$\frac{3}{4}$	5,800	7,218	7,362	7,510
1	8,660	16,239	16,564	16,895
1½	14,370	32,337	32,984	33,643
2	18,410	49,552	50,543	51,554
3	29,540	98,106	100,068	102,069
4	39,400	157,436	160,585	163,796
6	70,050	314,872	321,169	327,593
Greater than 6 inches	Determined by county administrator			

- (c) *Irrigation service.* For new irrigation services, availability shall be charged based upon nominal meter size on each service line which provides the service as follows:

Nominal Meter Size (inches)	CURRENT until June 30, 2022	Effective July 1, 2022	Effective July 1, 2023	Effective July 1, 2024
$\frac{5}{8}$ or $\frac{5}{8} \times \frac{3}{4}$	\$4,920	\$5,290	\$5,396	\$5,504
$\frac{3}{4}$	9,840	12,250	12,495	12,745
1	19,700	36,950	37,689	38,443
1½	49,230	110,790	113,006	115,266
2	73,860	198,810	202,786	206,842
Greater than 2 inches	Not available			

- (d) *Altered water service.* For altered water service an availability fees shall be charged as follows:
- (1) For altered service requiring an increase in either the number of water meters or the size of water meters, an availability fee equal to the difference in cost between the availability fee based upon the meter(s) required for the altered use and the availability fee that would be charged for the greater of existing water meter(s) or the water meter or meters that have previously existed.
 - (2) For altered services requiring a decrease in the either the number or size of water meter(s), there shall be no additional availability fee charged nor shall there be any refund or payment from the county to the user.
- (e) *Fire protection.* For water service to be used exclusively for fire protection or fire suppression, no water service availability fee shall be charged.

(Ord. No. 22-5, 2-8-94; Ord. No. 22-8, 6-13-95; Ord. No. 22-9, 6-25-96; Ord. No. 22-13, 10-13-98; Ord. No. 22-14, 12-8-98; Ord. No. 22-20, 8-10-04; Ord. No. 22-23, 12-13-05; Ord. No. 22-29, 1-26-10; Ord. No. 22-37, 5-10-22)

Sec. 22-68. Water connection fees.

For new, altered, or irrigation services requiring the installation of a new water service, a water connection fee to recover the costs of making the connection to an existing water main, extending a water service line to the water meter setting, and installing the water meter setting less the water meter shall be paid to the county as follows:

- (a) For water services no deeper than ten (10) feet at any point along their length, not requiring road crossings, directional drilling and having service lines less than forty-five (45) feet in length between the main and the meter setting water, service connection fees shall be based upon meter size

Nominal Meter Size (inches)	CURRENT until June 30, 2022	Effective July 1, 2022	Effective July 1, 2023	Effective July 1, 2024
$\frac{5}{8}$ or $\frac{5}{8} \times \frac{3}{4}$	\$1,290	1,790	\$2,290	\$2,790
$\frac{3}{4}$	1,540	2,040	2,540	3,040
1	1,900	2,400	2,900	3,400
1½	2,610	3,110	3,610	4,110
2	2,970	3,470	3,970	4,470
Greater than 2 inches and compound meters	125 percent of actual costs			

- (b) For new, altered or irrigation water services deeper than ten (10) feet, requiring road crossings, directional drilling or with service lines greater than forty-five (45) feet in

length between the main and the meter setting, water service connection fees shall be one hundred twenty-five (125) percent of the actual costs of the installation.

- (c) For those new, altered, or irrigation services where the water service is installed completely by the user, the developer, or other person, and not by the county, and the installation is approved by the county, there shall be no water connection fee charged.
- (d) For new water services, discounted connection fees shall be available for eligible residential dwellings that existed or have received a certificate of occupancy on or before July 1, 2004, as set forth below:
 - (1) To be eligible for this discount both of the following two (2) conditions must be met:
 - i. The residential dwelling is not located within any subdivision in which water facilities for that subdivision were initially installed by the developer of that subdivision.
 - ii. The residential dwelling is situated on property that abuts or that has a water service easement access to any public water line owned by Spotsylvania County.
 - (2) The customer securing a new water connection for an eligible residential dwelling may choose from among the following available discounts:
 - i. Twenty (20) percent discount on the connection fee, where payment is made in installments over a period not to exceed forty-eight (48) months, or
 - ii. Thirty (30) percent discount on the connection fee paid in a lump sum payment at the time of application.
 - (3) The discount shall not exceed an amount equal to the applicable percentages given in subsection 22-68(d)(2) applied to the connection fees for the appropriate meter size given in the table under subsection 22-68(a).
 - (4) No discount shall be offered for irrigation services.

(Ord. No. 22-5, 2-8-94; Ord. No. 22-13, 10-13-98; Ord. No. 22-20, 8-10-04; Ord. No. 22-21, 11-9-04; Ord. No. 22-23, 12-13-05; Ord. No. 22-37, 5-10-22)

Editor's note(s)—Ord. No. 22-20 provided for an effective date of Sept. 1, 2004.

DIVISION 5. SERVICE CHARGES

Sec. 22-126. Account transaction fee for establishing and re-establishing water service.

Consumers shall pay a non-refundable account transaction fee when establishing or re-establishing a water, irrigation or water and sewer account as set forth in the following table. This fee shall be charged on the first utility bill after service is initiated or re-established. Water service shall not commence unless all outstanding water and sewer bills pertaining to that customer have been paid in full. There shall be no charge for reinstating service where service was discontinued because of normal service operations for repairs or alterations to plumbing systems on private property.

Current until June 30, 2022	Effective July 1, 2022	Effective July 1, 2023	Effective July 1, 2024
\$16.90	\$24.55	\$25.53	\$26.55

(Code 1980, § 17-22; Ords. of 6-14-83(2); 5-8-84(1); Ord. No. 22-5, 2-8-94; Ord. No. 22-9, 6-25-96; Ord. No. 22-13, 10-13-98; Ord. No. 22-20, 8-10-04; Ord. No. 22-23, 12-13-05; Ord. No. 22-29, 1-26-10; Ord. No. 22-37, 5-10-22)

Editor’s note(s)—Ord. No. 22-29, adopted January 26, 2010, changed the title of section 22-126 from “Account transaction fee” to “Account transaction fee for establishing and re-establishing water service.” The historical notation has been preserved for reference purposes.

Sec. 22-128. Water rates.

The water service charges shall be as set forth in chart 22-128, below:

Chart 22-128

The following rates per one thousand (1,000) gallons shall be based on monthly consumption even if billing periods are quarterly or bimonthly:

Tier	Use in gallons	Current until first bill after June 30, 2022	Monthly Rates per 1000 gallons effective with the first bill after June 30, 2022	Monthly Rates per 1000 gallons effective with the first bill after June 30, 2023	Monthly Rates per 1000 gallons effective with the first bill after June 30, 2024
All Residential $\frac{5}{8}$ meter = 1 residential meter equivalent					
1	1—2,000	\$1.23	\$1.23	\$1.24	\$1.25
2	2,001—7,500	6.71	6.98	7.27	7.56
3	7,501—12,000	8.83	9.18	9.55	9.93
4	12,001—	10.94	11.38	11.83	12.31
Commercial—$\frac{5}{8}$-inch meter = 1 residential meter equivalent					
1	1—2,000	\$1.23	\$1.23	\$1.24	\$1.25
2	2,001—7,500	6.71	6.98	7.27	7.56
3	7,501—10,000	8.83	9.18	9.55	9.93
4	10,001—	10.94	11.38	11.83	12.31
Commercial—$\frac{3}{4}$-inch meter = 1.5 residential meter equivalent					
1	1—2,000	\$1.23	\$1.23	\$1.24	\$1.25
2	2,001—8,500	6.71	6.98	7.27	7.56
3	8,501—12,000	8.83	9.18	9.55	9.93
4	12,001—	10.94	11.38	11.83	12.31
Commercial—1-inch meter = 2.5 residential meter equivalent					

1	1—2,000	\$1.23	\$1.23	\$1.24	\$1.25
2	2,001—13,000	6.71	6.98	7.27	7.56
3	13,001—17,000	8.83	9.18	9.55	9.93
4	17,001—	10.94	11.38	11.83	12.31
Commercial—1½-inch meter = 5.0 residential meter equivalent					
1	1—2,000	\$1.23	\$1.23	\$1.24	\$1.25
2	2,001—15,000	6.71	6.98	7.27	7.56
3	15,001—18,500	8.83	9.18	9.55	9.93
4	18,501—	10.94	11.38	11.83	12.31
Commercial—2-inch meter = 8.1 residential meter equivalent					
1	1—2,000	\$1.23	\$1.23	\$1.24	\$1.25
2	2,001—20,000	6.71	6.98	7.27	7.56
3	20,001—23,500	8.83	9.18	9.55	9.93
4	23,501—	10.94	11.38	11.83	12.31
Commercial—3-inch meter = 15.9 residential meter equivalent					
1	1—2,000	\$1.23	\$1.23	\$1.24	\$1.25
2	2,001—27,000	6.71	6.98	7.27	7.56
3	27,001—50,000	8.83	9.18	9.55	9.93
4	50,001—	10.94	11.38	11.83	12.31
Commercial—4-inch meter = 25.0 residential meter equivalent					
1	1—2,000	\$1.23	\$1.23	\$1.24	\$1.25
2	2,001—33,500	6.71	6.98	7.27	7.56
3	33,501—75,000	8.83	9.18	9.55	9.93
4	75,001—	10.94	11.38	11.83	12.31
Commercial—6- and 8-inch meters					
6-inch meter = 50 residential meter equivalent					
8-inch meter = 80 residential meter equivalent					
1	1—2,000	\$1.23	\$1.23	\$1.24	\$1.25
2	2,001—57,000	6.71	6.98	7.27	7.56
3	57,001— 150,000	8.83	9.18	9.55	9.93
4	150,001—	10.94	11.38	11.83	12.31
Residential Irrigation Service—$\frac{5}{8}$-meter = 1 residential meter equivalent					
1	1—2,000	\$4.13	\$4.13	\$4.17	4.21
2	2,001—7,500	21.73	22.60	23.49	24.43
3	7,501—8,500	28.06	29.18	30.35	31.56
4	8,501—	34.83	36.22	37.66	39.17
Nonresidential Irrigation Service—$\frac{5}{8}$- or $\frac{5}{8} \times \frac{3}{4}$-inch meter = 1 residential meter equivalent					
1	1—2,000	\$2.25	\$2.25	\$2.27	\$2.30
2	2,001—7,500	9.75	10.14	10.55	10.97
3	7,501—8,500	11.12	11.56	12.02	12.50
4	8,501—	13.63	14.17	14.73	15.32

Nonresidential Irrigation Service—¾-inch meter = 1.5 residential meter equivalent					
1	1—8,500	\$9.75	\$10.14	\$10.55	\$10.97
2	8,501—12,000	11.12	11.56	12.02	12.50
3	12,001—	13.63	14.17	14.73	15.32
Nonresidential Irrigation Service—1-inch meter = 2.5 residential meter equivalent					
1	1—13,500	\$9.75	\$10.14	\$10.55	\$10.97
2	13,501—17,000	11.12	11.56	12.02	12.50
3	17,001—	13.63	14.17	14.73	15.32
Nonresidential Irrigation Service—1½-inch meter = 5.0 residential meter equivalent					
1	1—15,000	\$9.75	\$10.14	\$10.55	\$10.97
2	15,001—18,500	11.12	11.56	12.02	12.50
3	18,501—	13.63	14.17	14.73	15.32
Nonresidential Irrigation Service—2-inch meter = 8.1 residential meter equivalent					
1	1—20,000	\$9.75	\$10.15	\$10.55	\$10.97
2	20,001—23,500	11.12	11.56	12.02	12.50
3	23,501—	13.63	14.17	14.73	15.32

For any water service with a compound meter, the rates given herein shall be applied to each register on the meter.

(Code 1980, § 17-31; Ords. of 6-23-81; 6-24-86(4); Ord. No. 22-2, 10-9-90; Ord. No. 22-5, 2-8-94; Ord. No. 22-6, 1-10-95; Ord. No. 22-9, 6-25-96; Ord. No. 22-10, 6-10-97; Ord. No. 22-13, 10-13-98; Ord. No. 22-15, 8-14-01; Ord. No. 22-20, 8-10-04; Ord. No. 22-23, 12-13-05; Ord. No. 22-29, 1-26-10; Ord. No. 22-33, 2-12-13; Ord. No. 22-36, § 1, 2-14-17; Ord. No. 22-37, 5-10-22)

State law reference(s)—Va. Code, §§ 15.2-2119, 15.2-2121 and 15.2-2122.

Sec. 22-129. Debt service charge.

Each water service user shall be assessed a debt service charge per month per residential equivalent unit based on the meter size as indicated in the table in section 22-128. The fee per residential meter equivalent unit is set forth in the following table. This charge shall be shown on the water service bill.

Current until first bill after June 30, 2022	Monthly fees per residential meter equivalent unit effective with the first bill after June 30, 2022	Monthly fees per residential meter equivalent unit effective with the first bill after June 30, 2023	Monthly fees effective with the first bill after June 30, 2024
\$6.59	\$8.26	\$10.18	\$13.50

(Ord. No. 22-2, 10-9-90; Ord. No. 22-5, 2-8-94; Ord. No. 22-6, 1-10-95; Ord. No. 22-9, 6-25-96; Ord. No. 22-10, 6-10-97; Ord. No. 22-13, 10-13-98; Ord. No. 22-20, 8-10-04; Ord. No. 22-23,

12-13-05; Ord. No. 22-29, 1-26-10; Ord. No. 22-33, 2-12-13; Ord. No. 22-36, § 1, 2-14-17, ; Ord. No. 22-37, 5-10-22)

Sec. 22-132. Billing.

Water bills shall be rendered monthly. Each bill for water only, sewer only, irrigation, or water and sewer service will include an administrative fee as set forth in the following table.

Current until first bill after June 30, 2022	Monthly fees per residential meter equivalent unit effective with the first bill after June 30, 2022	Monthly fees per residential meter equivalent unit effective with the first bill after June 30, 2023	Monthly fees effective with the first bill after June 30, 2024
\$6.53	\$6.53	\$6.53	\$6.53

Bills for multiple connections shall include the administrative fee for each connection as set forth in the above table.

(Ord. No. 22-5, 2-8-94; Ord. No. 22-20, 8-10-04; Ord. No. 22-23, 12-13-05; Ord. No. 22-29, 1-26-10; Ord. No. 22-33, 2-12-13; Ord. No. 22-36, § 1, 2-14-17; Ord. No. 22-37, 5-10-22)

DIVISION 6. BULK WATER AND CONSTRUCTION SERVICE¹

Sec. 22-159. Fees and charges for bulk sales.

(a) For metered purchase the fees and charges shall be as follows:

- (1) An administrative fee of payable upon service initiation, shall be charged for each county-owned meter used by the metered purchase bulk water user as set forth in the following table:

Current until June 30, 2022	Monthly fees effective with the first bill after June 30, 2022; All others Effective July 1, 2022	Monthly fees effective with the first bill after June 30, 2023; All others Effective July 1, 2023	Monthly fees effective with the first bill after June 30, 2024; All others Effective July 1, 2024
\$56.25	\$58.50	\$60.84	\$63.27

- (2) Unless waived by the county administrator, a deposit shall be charged for each water meter issued to metered purchase bulk water users. The deposit shall be returned to the

¹Editor's note(s)—Ord. No. 22-13, adopted Oct. 13, 1998, repealed the former Div. 6, §§ 22-156—22-162, and enacted a new Div. 6 as set out herein. The former Div. 6 pertained to bulk water sales and derived from Code 1980, §§ 17-35, 17-35.1—17-35.5; an ordinance adopted June 2, 1981; Ord. No. 22-2, adopted Oct. 9, 1990; Ord. No. 22-5, adopted Feb. 8, 1994; Ord. No. 22-6, adopted Jan. 10, 1995; Ord. No. 22-9, adopted June 25, 1996; and Ord. No. 22-10, adopted June 10, 1997.

metered purchase bulk water user upon return of an undamaged water meter upon termination of the service. The deposits shall be as follows:

Nominal Meter Size (inches)	Deposit
$\frac{5}{8} \times \frac{3}{4}$	\$600
$\frac{3}{4}$	660
1	760
1½	1,200
2	1,540
3	1,700

- (3) Each metered purchase bulk water user shall be billed monthly administrative fee plus a fee per one thousand (1,000) gallons purchased as set forth in the following table:

Current until June 30, 2022	Monthly fees effective with the first bill after June 30, 2022; All others Effective July 1, 2022	Monthly fees effective with the first bill after June 30, 2023; All others Effective July 1, 2023	Monthly fees effective with the first bill after June 30, 2024; All others Effective July 1, 2024
Monthly Administrative Fee \$13.00 Monthly charge per 1,000 gals. \$13.00	\$18.00 18.00	\$18.72 18.72	\$19.46 19.46

- (b) Except as provided for in subsection (c), below, the fees and charges for purchases of bulk water by permit shall be as set forth in the following table. The minimum purchase shall be one thousand (1,000) gallons.

Current until June 30, 2022	Monthly fees effective with the first bill after June 30, 2022; All others Effective July 1, 2022	Monthly fees effective with the first bill after June 30, 2023; All others Effective July 1, 2023	Monthly fees effective with the first bill after June 30, 2024; All others Effective July 1, 2024
Bulk water by permit fixed fee \$39.40 Charge per 1,000 gallons \$13.00	\$40.98 18.00	\$42.62 18.72	\$44.32 19.46

- (c) For non-profit organizations, the fees and charges for purchases of bulk water by permit shall be plus fee per one thousand (1,000) gallons purchased as set forth in the following table. The minimum purchase shall be one thousand (1,000) gallons.

Current until June 30, 2022	Monthly fees effective with the first bill after June 30, 2022; All others	Monthly fees effective with the first bill after June 30, 2023; All others	Monthly fees effective with the first bill after June 30, 2024; All others
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	Effective July 1, 2022	Effective July 1, 2023	Effective July 1, 2024
Fixed Fee: \$13.00	\$18.00	\$18.72	\$19.46
Charge per 1,000 gals \$13.00	18.00	18.72	19.46

(Ord. No. 22-13, 10-13-98; Ord. No. 22-15, 8-14-01; Ord. No. 22-20, 8-10-04; Ord. No. 22-23, 12-13-05; Ord. No. 22-37, 5-10-22)

Sec. 22-160. Construction water service.

Temporary water service may be provided for either building construction or for other construction project sites as follows:

- (a) *Building construction.* For water required in construction or renovation of a building or structure to which county water service beyond the construction phase is to be provided, the owner of the property upon which the building construction is taking place may make application for construction water service by filing an application and paying an application fee per metered connection, as set forth in the following table, plus one hundred twenty-five (125) percent of the county's costs of the connection to the system. The manner and location of the connection shall be determined by the county. The period of service shall be limited to the time period for which the building permit is valid. No occupancy permit shall be issued for a building with construction water service. The manner and location of the connection shall be determined by the county.

Application Fee:

Current until June 30, 2022	Monthly fees effective with the first bill after June 30, 2022; All others Effective July 1, 2022	Monthly fees effective with the first bill after June 30, 2023; All others Effective July 1, 2023	Monthly fees effective with the first bill after June 30, 2024; All others Effective July 1, 2024
\$230	\$250	\$260	\$270

- (b) *Highway and utilities construction projects.* For water needed in construction of projects such as roads, bridges, parking lots, pipelines, etc, for which county water service beyond the construction phase is not to be provided, the contractor may make application for construction water service by filing an application and paying an application fee plus one hundred twenty-five (125) percent of the county's costs of the connections to the system in as set forth in the following table. The manner and location of the connections shall be determined by the county. The period of service shall be limited to the time period that construction, testing, cleanup or restoration is actually occurring. Such construction water service shall not be used for any long-term use.

Application Fee:

Current until June 30, 2022	Monthly fees effective with the first bill after June 30, 2022;	Monthly fees effective with the first bill after June 30, 2023;	Monthly fees effective with the first bill after June 30, 2024;
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	All others Effective July 1, 2022	All others Effective July 1, 2023	All others Effective July 1, 2024
\$230	\$250	\$260	\$270

(Ord. No. 22-13, 10-13-98; Ord. No. 22-20, 8-10-04; Ord. No. 22-23, 12-13-05; Ord. No. 22-37, 5-10-22)

Sec. 22-161. Deposits for construction meters.

Unless waived by the county administrator, a deposit shall be charged for each water meter issued for construction service. The deposit shall be returned to the construction service user upon return of an undamaged water meter upon termination of the service. The deposits shall be as follows:

Nominal Meter Size (inches)	Deposit
$\frac{5}{8} \times \frac{3}{4}$	\$600
$\frac{3}{4}$	660
1	720
1½	1,200
2	1,540
3	1,700

(Ord. No. 22-13, 10-13-98; Ord. No. 22-20, 8-10-04; Ord. No. 22-37, 5-10-22)

Sec. 22-162. Rate for construction service.

The monthly billing rate for construction service accounts shall be as set forth in the following table.

Current until June 30, 2022	Effective July 1, 2022	Effective July 1, 2023	Effective July 1, 2024
Monthly Fee \$11.25	\$15.00	\$16.00	\$17.00
Cost per 1,000 gallons \$11.25	15.00	16.00	17.00

(Ord. No. 22-13, 10-13-98; Ord. No. 22-15, 8-14-01; Ord. No. 22-20, 8-10-04; Ord. No. 22-23, 12-13-05; Ord. No. 22-37, 5-10-22)

§ 2. That Chapter 22, Water, Sewers and Sewage Disposal, Articles IV, Division 3, Connection and Availability Fees, Secs. 22-307 and 22-208; Division 4, Service Charges, Secs. 22-336, 22-337, 22-337.1, and 22-340 and Division 5, Discharge of Septic Tank Sewage into County Treatment Plant, Sec. 22-364 be and are hereby **amended and re-ordained** as follows:

ARTICLE IV. SEWER SERVICE

DIVISION 3. CONNECTION AND AVAILABILITY FEES

Sec. 22-307. Sewer availability fees.

A sewer availability fee based on the water meter sizing for each water service for each new or altered sewer service shall be paid to the county as follows:

(a) *Residential sewer service.*

- (1) For single family detached dwelling units, residential attached dwellings and multi-family dwellings with four (4) or less residential units per building, and mobile homes the sewer service availability fee shall be based upon water meter sizing as follows:

Nominal Meter Size (inches)	Current until June 30, 2022	Effective July 1, 2022	Effective July 1, 2023	Effective July 1, 2024
$\frac{5}{8}$ or $\frac{5}{8} \times \frac{3}{4}$	\$4,920	\$5,290	\$5,396	\$5,504
$\frac{3}{4}$	5,730	7,130	7,273	7,418
1	7,680	14,401	14,689	14,983
1½	13,010	29,276	29,862	30,459
2	14,960	40,266	41,071	41,893

- (2) For each new residential multi-family dwelling containing five (5) or more residential units per building or for each new mixed use residential dwelling containing a combination of commercial and five (5) or more residential units which is not an institutional assisted living facility, the sewer service availability fee shall be based upon on the higher of (1) the meter size and the table given in subsection (b) below, or (2) the sewer service availability fee equal to fifty (50) percent of the sewer service availability fee charged for a $\frac{5}{8} \times \frac{3}{4}$ meter paid for each individual residential unit and commercial unit.
- (3) For institutional assisted living facilities, the sewer service availability fee shall be as set forth in the following table:

Current until June 30, 2022	June 30, 2022; Effective July 1, 2022	June 30, 2023; Effective July 1, 2023	June 30, 2024; Effective July 1, 2024
The greater of \$910 per bedroom or the amount based on the water meter size as given in the table with § 22-307(b)	The greater of \$980 per bedroom or the amount based on the water meter size as given in the table with § 22-307(b)	The greater of \$1,000 per bedroom or the amount based on the water meter size as given in the table with § 22-307(b)	The greater of \$1,020 per bedroom or the amount based on the water meter size as given in the table with § 22-307(b)

- (b) *Nonresidential domestic and process wastewater.* For nonresidential domestic and process wastewater use, a sewer service availability fee shall be charged for each water meter sizing for new nonresidential users based upon nominal water meter sizing on each service line which provides the service as follows:

Nominal Meter Size (inches)	Current until June 30, 2022	Effective July 1, 2022	Effective July 1, 2023	Effective July 1, 2024
$\frac{5}{8}$ or $\frac{5}{8} \times \frac{3}{4}$	\$4,920	\$5,290	\$5,396	\$5,504
$\frac{3}{4}$	5,730	7,130	7,273	7,418
1	7,680	14,401	14,689	14,983
1½	13,010	29,276	29,862	30,459
2	14,960	40,266	41,071	41,893
3	22,990	76,353	77,880	79,437
4	30,190	120,634	123,047	125,508
6	51,830	232,974	237,633	242,386
8	73,530	330,514	337,125	343,867
Greater than 8 inches	Determined by county administrator			

- (c) *Altered services.* For altered sewer services availability fees shall be charged as follows:
- (1) For altered services requiring an increase in either the number of water meters or the size of water meters, an availability fee equal to the difference in cost between the availability fee based upon the meters required for the altered use and the availability fee that would be charged for the greater of existing water meter(s) or the water meter or meters that have previously existed.
 - (2) For altered services requiring a decrease in either the number or size of water meters, there shall be no additional availability fee charged nor shall there be any refund or payment from the county to the user.
- (d) *Consumptive uses.* For any nonresidential user whose quantity of wastewater is substantially less than the amount of water delivered from the county's water supply as result of consumptive use, the sewer service availability fee shall be adjusted to reflect that portion of the water supplied that is not returned to the county's sewerage works.
- (1) For purposes of this section, consumptive use shall be the water use that is not returned to the public sewer as a result of the water being all or part of the user's product, evaporative losses, other consumptive process use, or discharge or disposal of the non-returned water by means other than discharge into the county's sewerage works. Explicitly excluded from consumptive use is water used for irrigation as defined in subsection 22-66(b).
 - (2) The sewer service availability fee for a user with substantial consumptive use shall be based upon the meter sizing of the service providing the consumptive use multiplied by the proportion of the water consumption that is to be returned to the

county's sewerage works as it relates to the total water supplied by the water service.

(Ord. No. 22-5, 2-8-94; Ord. No. 22-13, 10-13-98; Ord. No. 22-14, 12-8-98; Ord. No. 22-15, 8-14-01; Ord. No. 22-20, 8-10-04; Ord. No. 22-23, 12-13-05; Ord. No. 22-29, 1-26-10; Ord. No. 22-37, 5-10-22)

Sec. 22-308. Sewer connection fees.

For new or altered service requiring the installation of a new sewer lateral the county shall charge a sewer connection fee to recover the costs of making the connection to an existing sewer, extending a sewer service line to the easement line or property line of the premises to be served, and installing a clean-out at the easement line or property line of the premises to be served.

- (a) For sewer services with inverts not more than ten (10) feet deep at all points along their length, not requiring new manholes, road crossings, directional drilling, and with laterals less than forty-five (45) feet in length between the sewer and easement line or property line of the premises to be served, and less than the connection fees shall be based on the lateral size as set forth in the following table:

Nominal Lateral Size (inches)	Current Until June 30, 2022	Effective July 1, 2022	Effective July 1, 2023	Effective July 1, 2024
4	\$2,220	\$2,545	\$2,870	\$3,195
6	2,545	2,650	2,975	3,300
Greater than 6 inches	125 percent of actual costs			

- (b) For new, or altered sewer services that either are deeper than ten (10) feet, require new manholes or road crossings, directional drilling, or have laterals greater than forty-five (45) feet in length between the main and the cleanout, sewer service connection fees shall be one hundred twenty-five (125) percent of the actual costs of the installation.
- (c) For those new or altered services where the sewer service is installed completely by the user, the developer, or other person, and not by the county, and the installation is approved by the county, there shall be no sewer connection fee charged.
- (d) For new sewer services, discounted connection fees shall be available for eligible residential dwellings that existed or have received a certificate of occupancy on or before July 1, 2004, as set forth below:
- (1) To be eligible for this discount both of the following two (2) conditions must be met:
- (i) The residential dwelling is not located within any subdivision in which sewer facilities for that subdivision were initially installed by the developer of that subdivision.
- (ii) The residential dwelling is situated on property that abuts or that has a sewer service easement access to any public sewer line owned by Spotsylvania County.

- (2) The customer securing a new sewer connection for an eligible residential dwelling may choose from among the following available discounts:
- (i) Twenty (20) percent discount on the connection fee, where payment is made in installments over a period not to exceed forty-eight (48) months, or
 - (ii) Thirty (30) percent discount on the connection fee, paid in a lump sum payment at the time of application.
- (e) The discount shall not exceed an amount equal to the applicable percentages given in subsection 22-308(d)(2) applied to the connection fees for the appropriate lateral size given in the table under subsection 22-308(a).
- (Ord. No. 22-5, 2-8-94; Ord. No. 22-13, 10-13-98; Ord. No. 22-20, 8-10-04; Ord. No. 22-21, 11-9-04; Ord. No. 22-23, 12-13-05; Ord. No. 22-24, 2-14-06; Ord. No. 22-37, 5-10-22)

DIVISION 4. SERVICE CHARGES

Sec. 22-336. Account transaction fee.

Consumers shall pay a non-refundable account transaction fee when establishing or re-establishing a water, irrigation or water and sewer account as set forth in the following table:

Current until June 30, 2022	Effective July 1, 2022	Effective July 1, 2023	Effective July 1, 2024
16.90	24.55	25.53	26.55

(Code 1980, § 17-82; Ords. of 6-14-83(2); 5-8-84(1); Ord. No. 22-5, 2-8-94; Ord. No. 22-9, 6-25-96; Ord. No. 22-13, 10-13-98; Ord. No. 22-20, 8-10-04; Ord. No. 22-23, 12-13-05; Ord. No. 22-36, § 1, 2-14-17; Ord. No. 22-37, 5-10-22)

State law reference(s)—Va. Code, §§ 15.2-2119, 15.2-2121 and 15.2-2122.

Sec. 22-337. Sewer rates.

For connections not served by county water, the minimum monthly charge shall be as set forth in the following table. If the sewer discharge includes water from a source other than or in addition to a metered county source, the county administrator may set a minimum monthly charge based on the calculated flows of equivalent residential connections or by using such other information determined by him to accurately demonstrate the monthly sewage flow into the system.

Current until first bill after June 30, 2022	Monthly rates effective with the first bill after June 30, 2022	Monthly rates effective with the first bill after June 30, 2023	Monthly rates effective with the first bill after June 30, 2024
\$25.55	\$26.57	\$27.63	\$28.74

For connections served by county water or other metered public water system, the sewer service charges shall be as set forth in chart 22-337, below:

Chart 22-337

The following rates per one thousand (1,000) gallons shall be based on monthly-metered water consumption even if billing periods are quarterly or bimonthly:

For Sewer Connections served by County water	Use in Gallons	Current until first bill after June 30, 2022	Monthly rates per 1,000 gallons effective with the first bill after June 30, 2022	Monthly rates per 1,000 gallons effective with the first bill after June 30, 2023	Monthly rates per 1,000 gallons effective with the first bill after June 30, 2024
All Residential $\frac{5}{8}$-meter = 1 residential meter equivalent					
	1—2,000	\$2.35	\$2.35	\$2.37	\$2.40
	2,001—7,500	5.72	5.95	6.18	6.42
	7,501—	6.14	6.39	6.64	6.91
Commercial $\frac{5}{8}$-inch meter = 1 residential meter equivalent					
	1—2,000	\$2.35	\$2.35	\$2.37	\$2.40
	2,001—7,500	5.72	5.95	6.18	6.42
	7,501—	6.14	6.39	6.64	6.91
Commercial $\frac{3}{4}$-inch meter = 1.5 residential meter equivalent					
	1—2,000	\$2.35	\$2.35	\$2.37	\$2.40
	2,001—8,500	5.72	5.95	6.18	6.42
	8,501—	6.14	6.39	6.64	6.91
Commercial 1-inch meter = 2.5 residential meter equivalent					
	1—2,000	\$2.35	\$2.35	\$2.37	\$2.40
	2,001—13,000	5.72	5.95	6.18	6.42
	13,001—	6.14	6.39	6.64	6.91
Commercial 1½-inch meter = 5.0 residential meter equivalent					
	1—2,000	\$2.35	\$2.35	\$2.37	\$2.40
	2,001—15,000	5.72	5.95	6.18	6.42
	15,001—	6.14	6.39	6.64	6.91
Commercial 2-inch meter = 8.1 residential meter equivalent					
	1—2,000	\$2.35	\$2.35	\$2.37	\$2.40
	2,001—20,000	5.72	5.95	6.18	6.42
	20,001—	6.14	6.39	6.64	6.91
Commercial 3-inch meter = 15.9 residential meter equivalent					
	1—2,000	\$2.35	\$2.35	\$2.37	\$2.40
	2,001—27,000	5.72	5.95	6.18	6.42

	27,001—	6.14	6.39	6.64	6.91
Commercial 4-inch meter = 25.0 residential meter equivalent					
	1—2,000	\$2.35	\$2.35	\$2.37	\$2.40
	2,001— 33,500	5.72	5.95	6.18	6.42
	33,501—	6.14	6.39	6.64	6.91
Commercial 6- and 8-inch					
6-inch meter = 50 residential meter equivalent					
8-inch meter = 80 residential meter equivalent					
	1—2,000	\$2.35	\$2.35	\$2.37	\$2.40
	2,001— 57,000	5.72	5.95	6.18	6.42
	57,001—	6.14	6.39	6.64	6.91

(Code 1980, § 17-92; Ords. of 6-2-81; 6-24-86(4); Ord. No. 22-2, 10-9-90; Ord. No. 22-5, 2-8-94; Ord. No. 22-6, 1-10-95; Ord. No. 22-9, 6-25-96; Ord. No. 22-10, 6-10-97; Ord. No. 22-15, 8-14-01; Ord. No. 22-20, 8-10-04; Ord. No. 22-23, 12-13-05; Ord. No. 22-29, 1-26-10; Ord. No. 22-33, 2-12-13; Ord. No. 22-36, § 1, 2-14-17; Ord. No. 22-37, 5-10-22)

State law reference(s)—Va. Code §§ 15.2-2119, 15.2-2121 and 15.2-2122.

Sec. 22-337.1. Debt service charge.

Each sewer service user shall be assessed a debt service charge per month per residential meter equivalent unit based on the meter size as indicated in Chart 22-337 in section 22-337. The fee per residential meter equivalent unit is set forth in the following table. This charge shall be shown on the sewer service bill.

Current until first bill after June 30, 2022	Monthly fees per residential meter equivalent unit effective with the first bill after June 30, 2022	Monthly fees per residential meter equivalent unit effective with the first bill after June 30, 2023	Monthly fees effective with the first bill after June 30, 2024
\$6.59	\$8.26	\$10.18	\$13.50

(Ord. No. 22-2, 10-9-90; Ord. No. 22-5, 2-8-94; Ord. No. 22-6, 1-10-95; Ord. No. 22-9, 6-25-96; Ord. No. 22-10, 6-10-97; Ord. No. 22-20, 8-10-04; Ord. No. 22-23, 12-13-05; Ord. No. 22-29, 1-26-10; Ord. No. 22-33, 2-12-13; Ord. No. 22-36, § 1, 2-14-17; Ord. No. 22-37, 5-10-22)

Sec. 22-340. Sewer service billing.

Sewer bills shall be rendered monthly. Each bill for sewer only, water only, irrigation, or water and sewer service will include an administrative fee as set forth in the following table. Bills for multiple connections shall include the administrative fee for each connection as set forth in the following table:

Current until first bill after June 30, 2022	Monthly fees effective with the first bill after June 30, 2022	Monthly fees effective with the first bill after June 30, 2023	Monthly fees effective with the first bill after June 30, 2024
\$6.53	\$6.53	\$6.53	\$6.53

(Code 1980, § 17-83; Ord. No. 22-2, 10-9-90; Ord. No. 22-5, 2-8-94; Ord. No. 22-20, 8-10-04; Ord. No. 22-23, 12-13-05; Ord. No. 22-29, 1-26-10; Ord. No. 22-36, § 1, 2-14-17; Ord. No. 22-37, 5-10-22)

Editor's note(s)—Ord. No. 22-20 provided this section will be effective with the first bill rendered after Sept. 30, 2004.

State law reference(s)—Va. Code §§ 15.2-2119, 15.2-2121 and 15.2-2122.

DIVISION 5. DISCHARGE OF SEPTIC TANK SEWAGE INTO COUNT

TREATMENT PLANT

Sec. 22-364. Permit—Fee.

An official permit to discharge domestic sewage from one (1) private septic tank or sewage system in the county into the county's Massaponax Sewage Treatment Plant may be obtained by any eligible user in such number as may be desired at the county treasurer's office upon payment of a fee as set forth in the following table for the first one thousand (1,000) gallons or fraction thereof plus fifteen dollars (\$15.00) for each additional one thousand (1,000) gallons of domestic septage to be delivered to the Massaponax plant for each permit. Eligible users whose residence or place of business was located in the county on December 31, 1983, but whose residence or place of business is now located in the City of Fredericksburg shall pay thirty dollars (\$30.00) for the first one thousand (1,000) gallons or fraction thereof plus thirty dollars (\$30.00) for each additional one thousand (1,000) gallons of domestic septage to be delivered to the Massaponax plant for each permit.

Current until June 30, 2022	Effective July 1, 2022	Effective July 1, 2023	Effective July 1, 2024
\$16.90	\$18.00	\$18.72	\$19.46

(Code 1980, § 17-96; Ord. of 5-8-84(1); Ord. No. 22-20, 8-10-04; Ord. No. 22-23, 12-13-05; Ord. No. 22-37, 5-10-22)

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

NEW BUSINESS

None

ADJOURNMENT

On a motion by Chairman McLaughlin and passed unanimously, the Board adjourned its meeting at 6:45 p.m.

VOTE:

Ayes:	7	Frazier, Hayes, Lane, Marshall, McLaughlin, Ross, Yakabowski
Nays:	0	
Absent:	0	
Abstain:	0	

Aimee R. Mann
Deputy Clerk to the Board of Supervisors

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

Meeting Date: May 24, 2022

Title: 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

Type: Action

Agenda Title: 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

Recommendation: Approve renewal of a contract to Computer Cabling & Telephone Services, Inc. for fiber optic cable outside plant installation and fiber optic and copper cable inside plant installation. The contract has been reviewed and approved as to form by the County Attorney's Office.

Summary: The initial contract for these services was approved by the Board of Supervisors on June 23, 2020. This contract modification shall have a term limit of one year and may be renewed for three (3) additional one (1) year terms at the option of Spotsylvania County.

Financial Impact: Adequate funding is budgeted and appropriated within various County budgets for award of this contract for this purpose.

Staff Contacts: Ed Dooley, Chief Information Officer
Toni Vaughan, Procurement Division Administrator

Legal Counsel: Will Moore, Senior Assistant County Attorney

Additional Background/Other Considerations: The renewal will allow the County to continue maintaining and expanding the fiber network. It also provides for repairs to wiring in county buildings and adding capacity when required for additional county employees in an office.

Consequence of Denial/Inaction:

Failure to approve this contract will jeopardize the public safety connection from the 911 center to the radio towers should repairs become necessary. The county would be unable to add phone or data drops in offices that require them in the future. Plans to fiber connect additional county facilities such as fire stations would halt.

ATTACHMENTS:

File Name	Description	Type
Modification_1_-_Renewal_1_CA_signed.pdf	Modification 1 - Renewal 1	Agreement
Contract_-_Fiber_Optic_Cabling_#20-05-TV_-_Computer_Cabling_-_fully_executed.pdf	Contract	Agreement

MODIFICATION #1
TO
SPOTSYLVANIA COUNTY
CONTRACT AGREEMENT
FOR GOODS AND SERVICES
Contract #20-05-TV

THIS MODIFICATION #1 to Spotsylvania County Contract Agreement for Goods and Services, Contract #20-05-TV is made as of _____, 2022 by and between BOARD OF SUPERVISORS OF SPOTSYLVANIA COUNTY, a political subdivision of the Commonwealth of Virginia, ("COUNTY"); COMPUTER CABLING & TELEPHONE SERVICES, INC., a Virginia Corporation, ("CONTRACTOR").

WITNESSETH:

WHEREAS, the COUNTY and the CONTRACTOR entered into an Agreement titled "SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS AND SERVICES, Contract #20-05-TV" ("AGREEMENT") dated June 24, 2020, to obtain fiber optic cable outside plant installation and fiber optic and copper cable inside plant installation for Spotsylvania County as needed; and

WHEREAS, the COUNTY requires a continuation of these services for an additional one (1) year contract term, as is permitted under Article 2, subdivision 2.2., of the initial contract dated June 24, 2020; and

WHEREAS, the COUNTY and the CONTRACTOR have determined that it is to their mutual benefit to modify the AGREEMENT further by entering into this "Modification #1 to Spotsylvania County Contract Agreement for Good and Services, Contract #20-05-TV".

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

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

2.2. This Agreement shall have a term limit of one (1) year effective from June 1,

2022 through May 31, 2023 and may be renewable for three (3) additional one (1) year terms at the option of Spotsylvania County. Any adjustment to pricing for future years will be equal to or less than the unadjusted percent change of the latest twelve (12) months for which statics are available as indicated in Table 1 of the Consumer Price Index for all Urban Consumers (CPI-U): U.S. city average, other goods and services category, as published by the Bureau of Labor Statistics, U.S. Department of Labor. Should this index be superseded, the County reserves the right to select another appropriate index.

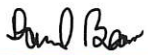
Except as hereby modified, the AGREEMENT remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused Modification #1 to Spotsylvania County Contract Agreement for Goods and Services, Contract #20-05-TV to be duly executed by their duly authorized officials, made as of the date first written above, and effective June 1, 2022.

SPOTSYLVANIA COUNTY, VIRGINIA

By: _____
EDWARD PETROVITCH
COUNTY ADMINISTRATOR Dated

COMPUTER CABLING & TELEPHONE SERVICES, INC.

By:  _____
Daniel Beam (May 13, 2022 08:04 EDT)
DANIEL M. BEAM Dated
PRESIDENT

Approved as to form:

 5-13-22

COUNTY ATTORNEY Dated

renewal pricing 6/1/22-5/31/23

1	Cable	Cat 5e	Foot	.18 CMR .28 CMP
2	Cable	Cat 6	Foot	.28 CMR .38 CMP
3	Jack	rj45 2 port Cat 6	Each	\$ 17.00
4	Jack	rj45 4 port Cat 6	Each	\$ 32.00
5	Jack	rj45 6 port Cat 6	Each	\$ 47.00
6	Jack	Coax	Each	\$ 4.00
7	Insert/Jack	Cat 5e insert	Each	\$ 6.00
8	Insert/Jack	Blank	Each	\$ 0.35
9	Face Plate	rj45 2 port	Each	\$ 2.25
10	Face Plate	rj45 4 port	Each	\$ 2.25
11	Face Plate	rj45 6 port	Each	\$ 2.25
12	Patch Panel	24 port patch panel cat 6	Each	\$ 200.00
13	Patch Panel	48 port patch panel Cat 6	Each	\$ 400.00
14	Patch Panel	72 port patch panel Cat 6	Each	\$ 600.00
15	Fiber Panel	Fiber connect panel	Each	
16	Cable	Coax RG6	Foot	.20 CMR .42 CMP
17	Connector	Coax RG6 male	Each	\$ 2.00
18	Connector	Coax RG6 female insert	Each	\$ 4.00
19	144 Strand	SOP 144 Strand Plenum Fiber- Single Mode	Foot	\$ 16.00
20	96 Strand	SOP 96 Strand Plenum Fiber- Single Mode	Foot	\$ 13.00
21	48 Strand	SOP 48 Strand Plenum Fiber- Single Mode	Foot	\$ 7.00
22	24 Strand	SOP 24 Strand Plenum Fiber- Single Mode	Foot	\$ 2.00
23	6 Strand	SOP 6 Strand Plenum Fiber- Single Mode	Foot	\$ 0.75
24	6 Port Panel	Panduit OptiCom 6 Port LC Duplex Panel	Each	\$ 105.00
25	12 Port Adapter Panel	Fiber Optic Adapter Panel 12 Port LC	Each	\$ 105.00
26	24 Port Adapter Panel	Fiber Optic Adapter Panel 24 Port LC	Each	\$ 200.00
27	48 Port Adapter Panel	Fiber Optic Adapter Panel 48 Port LC	Each	\$ 400.00
28	Cat 5e Single Station Drop: 1 Cable	Cable run including all labor and materials. 1 Cat 5e certified plenum cable up to 300 feet. Work Station Jack, Termination in wire closet and network interconnection.		\$ 275.00
29	Cat 5e Double Station Drop: 2 Cables	Cables run including all labor and materials. 2 Cat 5e certified plenum cable up to 300 feet. Work Station Jack, Termination in wire closet and network interconnections.		\$ 350.00
30	Cat 5e Additional Drops: Cables 3-6 per cable	Additional Cable runs including all labor and materials. Each additional cable run up to a total of 6 Cat 5e certified plenum cable up to 300 feet. Work Station Jack, Termination in wire closet and network interconnections.		\$ 100.00

31	Cat 6 Single Station Drop: 1 Cable	Cable run including all labor and materials. 1 Cat 6 certified plenum cable up to 300 feet. Work Station Jack, Termination in wire closet and network interconnection.		\$	300.00
32	Cat 6 Double Station Drop: 2 Cables	Cables run including all labor and materials. 2 Cat 6 certified plenum cable up to 300 feet. Work Station Jack, Termination in wire closet and network interconnections.		\$	450.00
33	Cat 6 Additional Drops: Cables 3-6 per cable	Additional Cable runs including all labor and materials. Each additional cable run up to a total of 6 Cat 6 certified plenum cable up to 300 feet. Work Station Jack, Termination in wire closet and network interconnections.		\$	125.00
34	Cat 6A Single Station Drop: 1 Cable	Cable run including all labor and materials. 1 Cat 6A certified plenum cable up to 300 feet. Work Station Jack, Termination in wire closet and network interconnection.		\$	400.00
35	Cat 6A Double Station Drop: 2 Cables	Cables run including all labor and materials. 2 Cat 6A certified plenum cable up to 300 feet. Work Station Jack, Termination in wire closet and network interconnections.		\$	625.00
36	Cat 6A Additional Drops: Cables 3-6 per cable	Additional Cable runs including all labor and materials. Each additional cable run up to a total of 6A Cat 6 certified plenum cable up to 300 feet. Work Station Jack, Termination in wire closet and network interconnections.		\$	225.00
37	RG 6 Single Station Drop: 1 Cable	Cable run including all labor and materials. 1 RG 6 certified plenum coaxial cable up to 300 feet. Work Station Jack, 2 F-type connectors, CT coupler faceplate and blank.		\$	250.00
38	RG 6 Double Station Drop: 2 Cables	Cable run including all labor and materials. 2 RG 6 certified plenum coaxial cable up to 300 feet. Work Station Jack, 4 F-type connectors, CT coupler faceplate and blank.		\$	350.00
39	RG 11 Single Station Drop: 1 Cable	Cable run including all labor and materials. 1 RG 11 certified plenum coaxial cable up to 300 feet. Work Station Jack, 2 F-type connectors, CT coupler faceplate and blank.		\$	400.00
40	RG 11 Double Station Drop: 2 Cables	Cable run including all labor and materials. 2 RG 11 certified plenum coaxial cable up to 300 feet. Work Station Jack, 4 F-type connectors, CT coupler faceplate and blank.		\$	650.00
41	Labor	Cabling Technician	Hour	\$	65.00
42	Labor	Fiber Optic Cabling Technician	Hour	\$	100.00

Fiber Optic Cable Outside Plant Installation					
Item No.	Item	Description	Measurement	Rate	
1	144 Strand	SOP 144 Strand Armored Fiber- Single Mode	Foot	\$	2.50
2	96 Strand	SOP 96 Strand Armored Fiber- Single Mode	Foot	\$	1.50

3	48 Strand	SOP 48 Strand Armored Fiber- Single Mode	Foot	\$	1.00
4	24 Strand	SOP 24 Strand Armored Fiber- Single Mode	Foot	\$	0.60
5	6 Strand	SOP 6 Strand Armored Fiber- Single Mode	Foot	\$	0.45
6	#12 Wire	Copper Tracer Wire	Foot	\$	0.20
7	2" Interduct	2" HDPE	Foot	\$	2.00
8	4" Interduct	4" HDPE	Foot		
9	1.25" Interduct	1.25" HDPE	Foot	\$	0.75
10	2" Conduit	2" HDPE	Foot	\$	2.00
11	4" Conduit	4" HDPE	Foot	\$	7.00
12	2" Conduit	2" Steel	Foot	\$	15.00
13	4" Conduit	4" Steel	Foot	\$	45.00
14	12 Port Enclosure	Wall-mount 12 Port Enclosure	Each	\$	100.00
15	24 Port Enclosure	Wall-mount 24 Port Enclosure	Each	\$	195.00
16	18 Port Enclosure	Rack-mount 18 Port Enclosure	Each	\$	195.00
17	36 Port Enclosure	Rack-mount 36ST Port Enclosure	Each	\$	195.00
18	6 Port Panel	Panduit OptiCom 6 Port SC Duplex Panel	Each	\$	85.00
19	12 Port Adapter Panel	Fiber Optic Adapter Panel 12 Port SC	Each	\$	130.00
20	24 Port Adapter Panel	Fiber Optic Adapter Panel 24 Port SC	Each	\$	200.00
21	Blank	Panduit OptiCom Blank Panel (FABP)	Each	\$	5.00
22	2" Bore	2" Directional Bore	Foot	\$	9.00
23	4" Bore	4" Directional Bore	Foot	\$	12.00
24	Trench/Plow	30+" Trench; cover & restoration	Foot	\$	5.00
25	Hand hole	Cable Splice/Pull Box w/ Lid	Each	\$	500.00
26	Splice Enclosure	Sealed multi entrance below grade enclosure	Each	\$	250.00
27	12 Splice Tray	12 Fiber Splice Tray	Each	\$	30.00
28	24 Splice Tray	24 Fiber Splice Tray	Each	\$	40.00
29	Pigtails (6 pack)	Fusion Splice Pigtails	Each	\$	70.00
30	Coupling Panel	12 SC Port Coupling Panel	Each	\$	120.00
31	Splicing Materials	Heat shrink tubes; List other required materials	Each	\$	0.50
32	Labor	Fiber Pull Technician	Foot	\$	1.25
33	Labor	Fiber Splice Technician (per slice)	Each	\$	20.00
34	Labor	Fiber Pull Existing Conduit	Foot	\$	1.50
35		Price to respond, locate and mark utility	Each	\$	50.00
36		3 Hour Emergency Locate	Each	\$	75.00
37		No conflict / No service in the work area	Each	\$	5.00
38		Permits, Drafting and Filing /ft	Each	\$	0.15
39		Drawings/Designs/ft.	Each	\$	0.25
40		As Built Drawings	Each	included	
41		Test Result Printouts	Each	included	

42	Locate and Repair	Each	\$	1,000.00
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AVERAGE INCREASE:

Binder1

Final Audit Report

2022-05-13

Created:	2022-05-12
By:	Sylvia Dyson (SDyson@spotsylvania.va.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3YeHWYmQvLEYKoh2V44yCK2nejokotw

"Binder1" History

-  Document created by Sylvia Dyson (SDyson@spotsylvania.va.us)
2022-05-12 - 7:59:07 PM GMT
-  Document emailed to Daniel Beam (daniel.beam@cctsi.com) for signature
2022-05-12 - 8:00:06 PM GMT
-  Email viewed by Daniel Beam (daniel.beam@cctsi.com)
2022-05-12 - 9:08:11 PM GMT
-  Document e-signed by Daniel Beam (daniel.beam@cctsi.com)
Signature Date: 2022-05-13 - 12:04:32 PM GMT - Time Source: server
-  Agreement completed.
2022-05-13 - 12:04:32 PM GMT

SPOTSYLVANIA COUNTY
CONTRACT AGREEMENT
FOR GOODS AND SERVICES
Contract #20-05-TV

THIS AGREEMENT ("Agreement") is made this 24th day of June, 2020 by and between the BOARD OF SUPERVISORS OF SPOTSYLVANIA COUNTY, a political subdivision of the Commonwealth of Virginia, ("COUNTY"); and, COMPUTER CABLING & TELEPHONE SERVICES, INC., a Virginia Corporation ("CONTRACTOR"), in good standing and duly licensed to do business in the Commonwealth of Virginia.

WITNESSES:

WHEREAS, the COUNTY desires to obtain fiber optic cable outside plant installation and fiber optic and copper cable inside plant installation for Spotsylvania County; and

WHEREAS, CONTRACTOR desires to provide fiber optic cable outside plant installation and fiber optic and copper cable inside plant installation to Spotsylvania County.

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

ARTICLE 1

CONTRACT DOCUMENTS:

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

1.2. The Contract Documents consist of:

1. Spotsylvania County Contract Agreement for Goods and Services, #20-05-TV between COUNTY and CONTRACTOR; and
2. County of Spotsylvania Request for Proposal (RFP) #20-05-TV for Fiber Optic Cable Installation, dated February 14, 2020; including Attachments A, B, C, D and E; and
3. Addendums to County of Spotsylvania Request for Proposal (RFP) #20-05-TV for Fiber Optic Cable Installation listed as follows: Addendum #2 to Spotsylvania County RFP #20-05-TV for Fiber Optic Cabling, dated February 28, 2020 and Addendum #1 to Spotsylvania County RFP #20-05-TV for Fiber Optic Cabling, dated March 4, 2020; and
4. Email from Daniel Beam of Computer Cabling & Telephone Services, Inc. to Toni Vaughan, dated May 1, 2020 clarifying response time and rapid maintenance and support; and
5. Computer Cabling & Telephone Services, Inc. Proposal for Fiber Optic Cable Installation RFP #20-05-TV, signed and dated on March 11, 2020; including Attachments A, B, C, D and E.

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

ARTICLE 2

THE WORK AND AGREEMENT TERM LIMITS:

2.1. CONTRACTOR shall provide all materials, services, necessary tools, equipment, fuel, insurance, personnel and supervision to provide fiber optic cable outside plant installation and fiber optic and copper cable inside plant installation at various locations in the COUNTY as set

forth in the contract documents. All work will be done in accordance with applicable local building codes and the Department of Transportation (DOT), US Department of Agriculture Rural Utilities Standards (RUS) and American Society for Testing and Materials ASTM standards.

2.2. This Agreement shall have an initial term from date of award through May 31, 2022 and may be renewable for four (4) additional one (1) year terms at the option of Spotsylvania County. Prices shall remain fixed during the initial term of the contract. Any adjustment to pricing for future years will be equal to or less than the unadjusted percent change of the latest twelve (12) months for which statistics are available as indicated in Table 1 of the Consumer Price Index for all Urban Consumers (CPI-U): U.S. city average, other goods and services category, as published by the Bureau of Labor Statistics, U.S. Department of Labor. Should this index be superseded, the County reserves the right to select another appropriate index.

ARTICLE 3

DATES OF COMMENCEMENT

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

3.2. Time is of the essence.

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

The County, or its authorized representative, must concur that there is an industry-wide shortage of the specific material so identified by CONTRACTOR.

ARTICLE 4

CONTRACT PRICE AND TERMS OF PAYMENT:

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

4.2. The COUNTY agrees to pay fees as delineated in Attachment D, Pricing Schedule, RFP #20-05-TV submitted in response to County of Spotsylvania Request for Proposal (RFP) #20-05-TV for Fiber Optic Cable Installation, signed by Daniel M. Beam and dated March 11, 2020.

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

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

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

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

ARTICLE 5

RIGHTS AND RESPONSIBILITIES OF CONTRACTOR:

5.1. CONTRACTOR shall indemnify, defend and hold harmless the COUNTY and its employees, agents, and/or representatives from any and all claims, suits and actions for injury or damage sustained by any person or property from any act or omission by CONTRACTOR and/or its subcontractors or employees, or anyone else for whom CONTRACTOR is or may be responsible. This section shall survive the termination of this Agreement.

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

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

1. General Liability – in an amount not less than \$1,000,000 for any occurrence involving bodily injury, and not less than \$1,000,000 for any occurrence involving property damage. Coverage should be provided on a per project/per location basis.
2. Automobile Liability Policy – in an amount not less than \$500,000 combined single limit bodily injury and property damage. This coverage shall include

liability for use of hired and non-owned vehicles; and

3. Workers' Compensation – in compliance with all states in which CONTRACTOR does business, including Coverage B Employer's liability in not less than the following amounts:

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

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

1. It will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the CONTRACTOR;
2. It will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and
3. It will state in all solicitations or advertisements for employees placed by or on behalf of the contractor that such contractor is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement, and CONTRACTOR agrees it will include the provisions of the foregoing paragraph in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

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

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

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

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

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

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

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

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

with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a department or agency authorized to receive such information, or otherwise violate any federal and state laws and regulations protecting employees for reprisal against whistleblowing;

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

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

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

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

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

statements by the CONTRACTOR about the sex offender status of its employees or agents shall be grounds for immediate termination of this Agreement.

ARTICLE 6

RIGHTS AND RESPONSIBILITIES OF COUNTY:

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

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

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

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

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

NOTICE

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

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

ARTICLE 7

MISCELLANEOUS:

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

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

With a copy to:

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

2. For CONTRACTOR:
Daniel M. Beam, President
Computer Cabling & Telephone Services, Inc.
3445 Lake Pointe Dr.
Harrisonburg, VA 22801

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

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

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

7.4. The CONTRACTOR certifies that:

1. The bid or offer (1) was made without prior participation, understanding, agreement, or connection with any corporation, firm or person submitting a bid/offer for the same materials, supplies, equipment, or services with respect to the allocation of the business afforded by or resulting from the acceptance of the bid or proposal, (2) was in all respects fair and without collusion or fraud, and (3) was or was intended to be competitive and free from any collusion with any person, firm or corporation;
2. The CONTRACTOR did not offer or receive any kickback from any other bidder or contractor, supplier, manufacturer, or subcontractor in connection with the bid/offer on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of

any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract;

3. The CONTRACTOR is not a party to nor has it participated in nor is it obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or conditions upon which the contract resulting from the acceptance of its bid proposal is to be performed;
4. The CONTRACTOR understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of these provisions; and
5. The CONTRACTOR or subcontractor has not and will not confer on any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

7.5. CONTRACTOR warrants to COUNTY that:

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

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

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

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

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

7.10. Contractual claims and disputes shall be conducted and resolved pursuant to Section

4-7 of the current Spotsylvania County Procurement Policy.

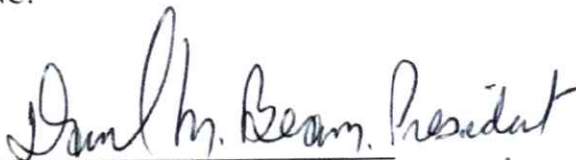
7.11. Article and Paragraph headings are inserted for convenience only and are not a part of this Agreement.

WITNESS the following signatures and seals in agreement with the above terms for Contract #20-05-TV:

SPOTSYLVANIA COUNTY, VIRGINIA

By:  6/24/2020
EDWARD PETROVITCH Dated
COUNTY ADMINISTRATOR

COMPUTER CABLING & TELEPHONE SERVICES,
INC.

By:  President
DANIEL M. BEAM Dated 6/2/2020
PRESIDENT

Approved as to form:

 6-2-2020
Sr. Assistant COUNTY ATTORNEY Dated

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

Meeting Date:	May 24, 2022
Title:	Approval of Contract Modifications to Renew Three (3) Contracts for Delivered Fuels

Type:	Action
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Agenda Title:	Approval of Contract Modifications to Renew Three (3) Contracts for Delivered Fuels
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Recommendation:	Approve the renewal of three contracts to Ferrellgas, L.P. for propane gas; James River Solutions, LLC for unleaded 87 octane gasoline, diesel highway low sulfur, diesel off road; and Quarles Petroleum, Inc. for #2 heating oil.
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Summary:	The initial contracts for these services were approved by the Board of Supervisors on May 14, 2019. These contract modifications shall have a term limit of one year and may be renewed for one (1) additional one (1) year term at the option of Spotsylvania County.
-----------------	--

Financial Impact:	Adequate funding is budgeted and appropriated in the various user departments.
--------------------------	--

Staff Contacts:	Ben Loveday, Assistant County Administrator Toni Vaughan, Procurement Division Administrator
------------------------	---

Legal Counsel:	Will Moore, Senior Assistant County Attorney
-----------------------	--

Consequence of Denial/Inaction:	Denial of the renewals for delivered fuels could result in interruption of essential County fuel delivery services.
--	---

ATTACHMENTS:

File Name	Description	Type
19-22-DB-02_Ferrell_Renewal_CA_signed.pdf	19-22-DB-01 Ferrell Renewal	Agreement
19-22-DB-02_Quarles_Renewal_CA_signed.pdf	19-22-DB-02 Quarles Renewal	Agreement
19-22-DB-03_James_River_Renewal_CA_signed.pdf	19-22-DB-03 James River Renewal	Agreement

MODIFICATION #1
TO
SPOTSYLVANIA COUNTY
CONTRACT AGREEMENT
FOR GOODS AND SERVICES
Contract #19-22-DB-01

THIS MODIFICATION #1 to Spotsylvania County Contract Agreement for Goods and Services, Contract #19-22-DB-01 is made as of _____, 2022 by and between BOARD OF SUPERVISORS OF SPOTSYLVANIA COUNTY, a political subdivision of the Commonwealth of Virginia, ("COUNTY"); and FERRELLGAS, L.P., a Delaware Corporation, ("CONTRACTOR").

WITNESSETH:

WHEREAS, the COUNTY and the CONTRACTOR entered into an Agreement titled "SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS AND SERVICES, Contract #19-22-DB-01" ("AGREEMENT") dated May 15, 2019, to provide delivered propane as needed; and

WHEREAS, the COUNTY requires a continuation of these services for an additional one (1) year contract term, as is permitted under Article 2, subdivision 2.2., of the initial contract dated May 15, 2019; and

WHEREAS, the COUNTY and the CONTRACTOR have determined that it is to their mutual benefit to modify the AGREEMENT further by entering into this "Modification #1 to Spotsylvania County Contract Agreement for Good and Services, Contract #19-22-DB-01".

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

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

2.2. This Agreement shall have a term limit of June 1, 2022 through May 31, 2023 and may be renewable for one (1) additional one (1) year term at the option of Spotsylvania County.

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

IN WITNESS WHEREOF, the parties hereto have caused Modification #1 to Spotsylvania County Contract Agreement for Goods and Services, Contract #19-22-DB-01 to be duly executed by their duly authorized officials, made as of the date first written above, and effective June 1, 2022.

SPOTSYLVANIA COUNTY, VIRGINIA

By: _____
Edward Petrovitch
County Administrator

Dated

FERRELLGAS, L.P.

By: Howard Davis
Howard Davis
General Manager

5/13/2022

Dated

Approved as to form:


County Attorney

5-13-22
Dated

MODIFICATION #1
TO
SPOTSYLVANIA COUNTY
CONTRACT AGREEMENT
FOR GOODS AND SERVICES
Contract #19-22-DB-02

THIS MODIFICATION #1 to Spotsylvania County Contract Agreement for Goods and Services, Contract #19-22-DB-02 is made as of _____, 2022 by and between BOARD OF SUPERVISORS OF SPOTSYLVANIA COUNTY, a political subdivision of the Commonwealth of Virginia, ("COUNTY"); and QUARLES PETROLEUM, INCORPORATED, a Virginia Corporation, ("CONTRACTOR").

WITNESSETH:

WHEREAS, the COUNTY and the CONTRACTOR entered into an Agreement titled "SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS AND SERVICES, Contract #19-22-DB-02" ("AGREEMENT") dated May 15, 2019, to provide #2 heating oil as needed; and

WHEREAS, the COUNTY requires a continuation of these services for an additional one (1) year contract term, as is permitted under Article 2, subdivision 2.2., of the initial contract dated May 15, 2019; and

WHEREAS, the COUNTY and the CONTRACTOR have determined that it is to their mutual benefit to modify the AGREEMENT further by entering into this "Modification #1 to Spotsylvania County Contract Agreement for Good and Services, Contract #19-22-DB-02".

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

A. ARTICLE 2, THE WORK AND AGREEMENT TERM LIMITS, subdivision 2.1., is hereby deleted in its entirety and replaced as follows:

2.1 CONTRACTOR shall provide all materials, services, necessary tools, equipment, fuel, insurance, personnel and supervision to deliver #2 heating oil to various Spotsylvania County locations as listed in the Specifications.

2.2., is hereby deleted in its entirety and replaced as follows:

2.2. This Agreement shall have a term limit of June 1, 2022 through May 31, 2023 and may be renewable for one (1) additional one (1) year term at the option of Spotsylvania County.

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

IN WITNESS WHEREOF, the parties hereto have caused Modification #1 to Spotsylvania County Contract Agreement for Goods and Services, Contract #19-22-DB-02 to be duly executed by their duly authorized officials, made as of the date first written above, and effective June 1, 2022.

SPOTSYLVANIA COUNTY, VIRGINIA

By: _____
Edward Petrovitch
County Administrator

Dated

QUARLES PETROLEUM, INCORPORATED

By: Steve Fowler
Steve Fowler
VP of Sales & Marketing

Dated

Approved as to form:

 _____
County Attorney

5-13-22
Dated

From: [Zach Fox](#)
To: [Sylvia Dyson](#); [Erin Rogalla](#)
Cc: [VA Bulk](#)
Subject: RE: [EXTERNAL]: RE: Contract 19-22-DB-02 - Renewal
Date: Wednesday, April 20, 2022 1:28:23 PM
Attachments: [image001.png](#)
[image005.png](#)

CAUTION: This email originated from an external source. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.

Yes ma'am. Confirming the same pricing for another year.

From: Sylvia Dyson <SDyson@spotsylvania.va.us>
Sent: Wednesday, April 20, 2022 1:26 PM
To: Zach Fox <zfox@quarlesinc.com>; Erin Rogalla <ebochert@quarlesinc.com>
Cc: VA Bulk <vabulk@quarlesinc.com>
Subject: RE: [EXTERNAL]: RE: Contract 19-22-DB-02 - Renewal

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Zach:

Excuse my ignorance, but are you saying you're keeping the same pricing?

Sylvia Dyson, VCO, VCCO
Senior Procurement Officer

Spotsylvania County
Procurement Division
8800 Courthouse Road
Spotsylvania, VA 22553
Phone: (540) 507-7596

spotsylvania.va.us

From: Zach Fox <zfox@quarlesinc.com>
Sent: Wednesday, April 20, 2022 1:20 PM
To: Erin Rogalla <ebochert@quarlesinc.com>; Sylvia Dyson <SDyson@spotsylvania.va.us>
Cc: VA Bulk <vabulk@quarlesinc.com>
Subject: [EXTERNAL]: RE: Contract 19-22-DB-02 - Renewal

CAUTION: This email originated from an external source. Do not click on any links

or open attachments unless you recognize the sender and know the content is safe.

Hi Sylvia,

We have confirmed the pricing to renew for another year. Apologies for the delay. Please let us know if you need anything else at this time.

Zach Fox

Manager, Delivered Fuels Client Services & Inside Sales

Phone: 877-444-3835



1701 Fall Hill Avenue
Fredericksburg, VA 22401



From: Erin Rogalla <ebochert@quarlesinc.com>
Sent: Thursday, April 7, 2022 1:47 PM
To: Sylvia Dyson <SDyson@spotsylvania.va.us>
Cc: Zach Fox <zfox@quarlesinc.com>
Subject: RE: Contract 19-22-DB-02 - Renewal

Hi Sylvia,

I received your email and your voicemail. I apologize that I did not respond to your email on Monday. I had forwarded your email to our team that is handling renewals going forward. They will respond to you once it has been reviewed and confirmed.

Thank you,

Erin Rogalla

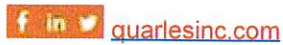
Client Relationship Manager-Government

Phone: 540-368-0104
Mobile: 540-809-2934



1701 Fall Hill Avenue

Fredericksburg, VA 22401



From: Sylvia Dyson <SDyson@spotsylvania.va.us>

Sent: Monday, April 4, 2022 2:10 PM

To: Erin Rogalla <ebochert@quarlesinc.com>

Subject: Contract 19-22-DB-02 - Renewal

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Erin:

This contract is coming up on its first renewal in May. Please confirm the price for renewal year 1.

Please let me know if you have any questions.

Sylvia Dyson, VCO, VCCO
Senior Procurement Officer

Spotsylvania County
Procurement Division
8800 Courthouse Road
Spotsylvania, VA 22553
Phone: (540) 507-7596

spotsylvania.va.us

IMPORTANT NOTICE: This e-mail message is intended to be received only by persons entitled to receive the confidential information it may contain. E-mail messages to clients of Quarles Petroleum, Inc. may contain information that is confidential and legally privileged. Please do not read, copy, forward, or store this message unless you are an intended recipient of it. If you have received this message in error, please forward it to the sender and delete it completely from your computer system.

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completely from your computer system.

This message was scanned by **Mimecast**.

Binder1

Final Audit Report

2022-05-13

Created:	2022-05-12
By:	Sylvia Dyson (SDyson@spotsylvania.va.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXBhZy4SILAzLwtJ3HcxrKecR3u4qYAGE

"Binder1" History



Document created by Sylvia Dyson (SDyson@spotsylvania.va.us)

2022-05-12 - 5:22:21 PM GMT



Document emailed to Steve Fowler (sfowler@quarlesinc.com) for signature

2022-05-12 - 5:22:50 PM GMT



Email viewed by Steve Fowler (sfowler@quarlesinc.com)

2022-05-13 - 5:24:16 PM GMT



Document e-signed by Steve Fowler (sfowler@quarlesinc.com)

Signature Date: 2022-05-13 - 5:24:48 PM GMT - Time Source: server



Agreement completed.

2022-05-13 - 5:24:48 PM GMT



Adobe Acrobat Sign

MODIFICATION #1
TO
SPOTSYLVANIA COUNTY
CONTRACT AGREEMENT
FOR GOODS AND SERVICES
Contract #19-22-DB-03

THIS MODIFICATION #1 to Spotsylvania County Contract Agreement for Goods and Services, Contract #19-22-DB-03 is made as of _____, 2022 by and between BOARD OF SUPERVISORS OF SPOTSYLVANIA COUNTY, a political subdivision of the Commonwealth of Virginia, ("COUNTY"); and JAMES RIVER SOLUTIONS, LLC, a Virginia Limited Liability Company, ("CONTRACTOR").

WITNESSETH:

WHEREAS, the COUNTY and the CONTRACTOR entered into an Agreement titled "SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS AND SERVICES, Contract #19-22-DB-03" ("AGREEMENT") dated May 15, 2019, to provide delivered unleaded 87 octane gasoline, diesel highway low sulfur, diesel off road as needed; and

WHEREAS, the COUNTY requires a continuation of these services for an additional one (1) year contract term, as is permitted under Article 2, subdivision 2.2., of the initial contract dated May 15, 2019; and

WHEREAS, the COUNTY and the CONTRACTOR have determined that it is to their mutual benefit to modify the AGREEMENT further by entering into this "Modification #1 to Spotsylvania County Contract Agreement for Good and Services, Contract #19-22-DB-03".

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

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

2.2. This Agreement shall have a term limit of June 1, 2022 through May 31, 2023 and may be renewable for one (1) additional one (1) year term at the option of Spotsylvania County.

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

IN WITNESS WHEREOF, the parties hereto have caused Modification #1 to Spotsylvania County Contract Agreement for Goods and Services, Contract #19-22-DB-03 to be duly executed by their duly authorized officials, made as of the date first written above, and effective June 1, 2022.

SPOTSYLVANIA COUNTY, VIRGINIA

By: _____
Edward Petrovitch
County Administrator

Dated

James River Solutions, LLC

By:  _____
Tracy Little (May 12, 2022 13:37 EDT)
Tracey Little
Managing Partner

Dated

Approved as to form:

 5-12-22
County Attorney

Dated

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

Meeting Date:	May 24, 2022
Title:	Approval of Purchase Order to Carter Machinery Company, Incorporated for 2023 Caterpillar D6 Waste Dozer and 2023 Caterpillar 730-04A Articulated Truck

Type:	Action
Agenda Title:	Approval of Purchase Order to Carter Machinery Company, Inc. for 2023 Caterpillar D6 Waste Dozer and 2023 Caterpillar 730-04A Articulated Truck
Recommendation:	Approve the award of a Purchase Order to Carter Machinery Company, Inc. in the amount of \$1,116,612.00 for a 2023 model year CAT D6 Waste Dozer and a 2023 model year CAT 730-04A Articulated Truck for the Livingston Landfill. The Purchase Order has been reviewed and approved by the County Attorney's Office.
Summary:	A Request for Proposal (RFP) was issued for Heavy Construction Equipment with related accessories, attachments and supplies by Sourcewell, a national cooperative organization, of which the County is a member. A cooperative contract was awarded to Caterpillar, Inc. on May 10, 2019. The County is purchasing a new 2023 model year CAT D6 Waste Dozer and a 2023 model year CAT 730-04A Articulated Truck from the local, authorized dealer, Carter Machinery Company, Incorporated.
Financial Impact:	Adequate funding is budgeted and appropriated within Account 310-9140-802.80-01, Project Code SW2301 for these purchases.
Staff Contacts:	Ben Loveday, Assistant County Administrator Jeff Jenkins, Division Director Solid Waste Toni Vaughan, Procurement Division Administrator
Legal Counsel:	Will Moore, Senior Assistant County Attorney The denial of this purchase will interrupt the heavy

Consequence of Denial/Inaction:

equipment replacement schedule. The schedule is developed based on the equipment's anticipated end of life and dependability and helps ensure high quality levels of service.

ATTACHMENTS:

File Name	Description	Type
PO_22059_CA_Signed_2.pdf	Purchase Order 22059	Agreement
Proposal_Art_Truck_2.pdf	Proposal 730-04A Articulated Truck	Backup Material
Proposal_Dozer_2.pdf	Proposal D6 Waste Dozer	Backup Material
Project_Budget_Worksheet_-_SW2301.pdf	Project Budget Worksheet	Exhibit



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 22059

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: Jeff Jenkins

PO DATE		SHIP VIA	F.O.B. POINT	TERMS
May 25, 2022			Destination	Net 30 Days
QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	Each	2023 CATERPILLAR D6 WASTE DOZER (D6 20 LGP TTT CFG2)	\$557,551.00	\$557,551.00
1	Each	2023 CATERPILLAR 730-04A ARTICULATED TRUCK	\$559,061.00	\$559,061.00
Contract documents consist of:				
1. Spotsylvania County Purchase Order #22059 dated May 25, 2022 and Spotsylvania County Purchase Order General Terms and Conditions dated February 25, 2019;				
2. Carter Machinery Company, Incorporated Quote 163633-02 dated April 15, 2022 and Quote 166010-02 dated April 8, 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				
TOTAL				\$1,116,612.00

If there are any questions concerning this purchase order, please contact Sylvia Dyson
– Spotsylvania County Procurement Division. Ph. 540/507-7596

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: Jeff Jenkins

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:
<http://www.spotsylvania.va.us/content/20925/20963/21966/20995/23291/default.aspx>



PROCUREMENT REQUISITION FORM
IFB - RFP - RFQ

PO # 22059
LO 22-056

Please fill in your department's information. In order for Procurement to proceed with the project, Department Director (or designee) approval is required.

Date: 4/18/22 Department: PW-Landfill

Project Manager: Jeff Jenkins

Project Name: Caterpillar 730

Budget Account & Project Number: FY23

Budget for Project: \$559,061

Desired Bidding Timeline: Now Unit has 40 Week Lead

Desired Construction Timeline: _____

Pre-Bid/Pre-Proposal Meeting Needed: Mandatory or Non-Mandatory (Circle One)

Scope of Work/Services/Detail Specifications attached: Yes

Construction Plans: Yes or No or N/A (Circle One) Number of Copies: _____

List of potential vendors to notify attached? Yes or No (Circle One)

Other Attached Information: Sourcewell Contract 032119-CAT

All *technology requests* require review by the Information Services Department. Please confirm that this proposed purchase has been reviewed by the Information Services Department, indicating name of staff member and date contacted. _____

Consequence of Denial for projects over \$100,000, Board of Supervisors approval is required. (This information will be submitted on the Executive Summary for the Board.)

Authorization:

*E-Mail Completed Form to Toni Vaughan, Procurement
Division Administrator - tvaughan@spotsylvania.va.us


Department Director (or Designee)

Procurement Use Only: Date completed information submitted to Procurement: _____

40 weeks



April 8, 2022 REVISED

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

Attention: STEVE MORRIS

RE: Quote 166010-02

Dear Steve:

Thanks for the opportunity to help with your equipment needs. Per our conversation, here's current revised purchase information for a new CAT 730 articulated dump truck with a tailgate.

CAT 730-04 truck with all standard equipment, plus these additional specifications:

ID# : 184670 **SERIAL NUMBER :** 03T302100 **YEAR :** 2023 **HOURS :**

MACHINE SPECIFICATIONS

Description	Reference No
730-04A ARTICULATED TRUCK	485-1709
ROW ENGINE ARRANGEMENT	563-9782
LANE 3 ORDER	0P-9003
CHASSIS, STANDARD	503-5009
BODY, STANDARD	571-8585
STANDARD CAB	462-5039
TANK, STANDARD FUEL	503-2045
EXHAUST, STANDARD	578-2329
AID, STARTING, STANDARD	502-9602
NO SOUND SUPPRESSION	502-7483
TIRES, 23.5R25 BS ** VLT E-3	380-3578
PRODUCT LINK, CELLULAR PLE641	481-8888
TAILGATE, SCISSOR	573-7897
NO MACHINE SECURITY SYSTEM	480-1971
NO ROOF LIGHTS	480-1973
MIRROR, STANDARD	500-5946
AM/FM RADIO (BLUETOOTH READY)	480-1980
SEAT, DELUXE	485-0331
SEAT BELT, W/ INDICATION	566-5659
NO REAR WIPER	497-9403
ANTIFREEZE, -36C (-33F)	381-0092
NO PAYLOAD	485-0336
HEATER, ENGINE COOLANT, 120V	381-0102

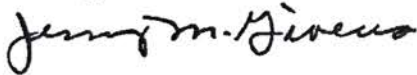
Description	Reference No
FILM GROUP, ANSI	488-0553
SERIALIZED TECHNICAL MEDIA KIT	421-8926
ROLL ON-ROLL OFF	0P-9902
CAT LIST PRICE	\$650,435.00
17% SOURCEWELL DISCOUNT	(\$110,574.00)
FREIGHT/DELIVERY	\$7,000.00
<u>EXT WARRANTY</u>	<u>\$12,200.00</u>
NET BALANCE DUE	\$559,061.00

WARRANTY/EXTENDED COVERAGE

Standard Warranty:	12 Months/Unlimited Hours
Extended Warranty:	36 Months/5000 Hours Powertrain + Hydraulics + Tech

FOB: Customer Site

This quotation is valid for 30 days. Delivery is subject to prior sale.
Let me know how I can help.
Sincerely,



Jerry Givens
Machine Sales Representative
Direct Dial - 540-538-2255

Three Axle Articulated Trucks

730

REQUEST A PRICE

FIND DEALER

KEY SPECS

Engine Model

Cat® C13

Rated Payload

28 t

Heaped (SAE 2:1)

17.5 m³





PROCUREMENT REQUISITION FORM
IFB - RFP - RFQ

PO# 22059
LO 22-056

Please fill in your department's information. In order for Procurement to proceed with the project, Department Director (or designee) approval is required.

Date: 4/18/22 Department: PW-Landfill

Project Manager: Jeff Jenkins

Project Name: Caterpillar D6 Waste Bull Dozer

Budget Account & Project Number: FY23

Budget for Project: \$557,551.00

Desired Bidding Timeline: Now Unit has 40 Week Lead

Desired Construction Timeline: _____

Pre-Bid/Pre-Proposal Meeting Needed: Mandatory or Non-Mandatory (Circle One)

Scope of Work/Services/Detail Specifications attached: Yes

Construction Plans: Yes or No or N/A (Circle One) Number of Copies: _____

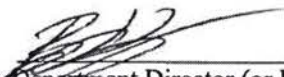
List of potential vendors to notify attached? Yes or No (Circle One)

Other Attached Information: Sourcewell Contract 032119-CAT

All *technology requests* require review by the Information Services Department. Please confirm that this proposed purchase has been reviewed by the Information Services Department, indicating name of staff member and date contacted. _____

Consequence of Denial for projects over \$100,000, Board of Supervisors approval is required. (This information will be submitted on the Executive Summary for the Board. _____

Authorization:



Department Director (or Designee)

*E-Mail Completed Form to Toni Vaughan, Procurement
Division Administrator - tvaughan@spotsylvania.va.us

Procurement Use Only: Date completed information submitted to Procurement: _____



40 weeks

April 15, 2022 REVISED

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

Attention: STEVE MORRIS

RE: Quote 163633-02

Dear Steve:

Thanks for the opportunity to help with your equipment needs. Per our conversation, here's current purchase information for a new CAT D6 waste dozer.

CAT D6 waste dozer with all standard equipment, plus these additional specifications:

ID# : **SERIAL NUMBER :** **YEAR : 2023** **HOURS :**

MACHINE SPECIFICATIONS

Description	Reference No
D6 20 LGP TTT CFG2	464-5808
WASTE HANDLING ARR, PUSHARM	464-5589
FINAL DRIVE, 82"(2083 MM), GRD	464-5184
ENGINE, LUC, THERMAL SHIELD	464-5202
OIL DRAIN, BASIC	460-4590
UNDERCARRIAGE, HDXL, WASTE	578-2385
TRACK, 30" ES TRAP HDXL	545-3936
FAN, REVERSING, PUSHARM	460-7149
HYDRAULICS, PUSHARM	464-5463
CONTROL, RIPPER	464-5459
LIGHTS, 6 LED, PUSHARM	571-6177
SEAT, STANDARD	470-7252
REAR CAMERA	577-8623
RADIO, AM/FM	579-5779
PREMIUM DISPLAY, NON ARO	587-7161
JOYSTICK, STANDARD, PA	435-5756
DOZER CTL, STANDARD, PA	594-7761
PROD LINK, PLE643/PLE743 RADIO	577-7697
FUEL TANK, BASIC	522-7680
GUARD, BTM, SEALED,HD, PUSHARM	471-7279
ENCLOSURE, ENGINE, PUSHARM	471-0416
STRIKER BOX	513-6215
WATER JACKET HEATER, 110V	472-5602

Description	Reference No
FLUIDS, STD OIL, -35F	464-5283
FILM, WARNING, ANSI	555-5500
RADIO, CB (READY)	589-3552
GUARD, FUEL TANK	522-7670
GUARD, LIGHTS, PREMIUM, PA	533-5463
SEALS, REAR	564-8431
COUNTERWEIGHT, REAR	528-4038
6SU LGP BULLDOZER, GUARDED	472-7313
CYLINDER LINES, PUSHARM	566-3144
BLADE, 6SU LGP, WASTE	472-7307

CAT LIST PRICE	\$675,126.00
23% SOURCEWELL DISCOUNT	(\$155,279.00)
FREIGHT/DELIVERY	\$9,041.00
FIRE SUPPRESSION	\$16,795.00
<u>EXT WARRANTY</u>	<u>\$11,868.00</u>
NET BALANCE DUE	\$557,551.00

WARRANTY/EXTENDED COVERAGE

Standard Warranty:	12 Months/Unlimited Hours
Extended Warranty:	36 Months/5000 Hours Powertrain + Hydraulics + Tech

FOB: Customer Site

This quotation is valid for 90 days. Pricing cannot be guaranteed past 8/1/2022.

Let me know how I can help.
Sincerely,



Jerry Givens
Machine Sales Representative
Direct Dial - 540-538-2255



KEY SPECS

Engine Model

Cat C9.3B

Power - Net

215 HP

Operating Weight

50733 lb

[FIND DEALER](#)



SPOTSYLVANIA COUNTY

Refuse Disposal Equipment Replacement

Project Budget Worksheet

Project # SW2301

	Current Budget*	Revisions	Revised Balance
	(as of May 10, 2022)	(May 24, 2022)	(May 24, 2022)
<u>Project Costs:</u>			
Machinery & Equipment	\$1,957,730	(\$1,116,612)	\$841,118
Carter Machinery Company, Inc.	\$0	\$1,116,612	\$1,116,612
Total Project Costs	\$1,957,730	\$0	\$1,957,730
<u>Project Funding:</u>			
Cash	\$1,957,730	\$0	\$1,957,730
Total Project Funding	\$1,957,730	\$0	\$1,957,730

*Note: The "Current Budget" amount includes funding for \$1,957,730 to be added to this project in FY 2023 as part of the FY 2023 Adopted CIP. The equipment is being ordered now due to an anticipated lengthy lead time in obtaining the equipment.

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

Meeting Date:	May 24, 2022
Title:	Approval of Purchase Order to Terex Utilities, Inc. for 2022 Ford F-550 Chassis, 4x4, SD Regular Cab 145” WB DRW XL (F5G) with new Terex Hi-Ranger LT40 Articulating / Telescoping Aerial Device

Type:	Action
Agenda Title:	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
Recommendation:	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.
Summary:	A Request for Proposal No. 110421 was issued by Sourcewell, formerly National Joint Powers Alliance (NJPA), on November 4, 2021 for Public Utility Equipment with Related Accessories and Supplies. The Sourcewell, formerly National Joint Powers Alliance (NJPA), Contract has a cooperative clause which allows other localities the use of this contract from the awarded vendor Terex Utilities, Inc.
Financial Impact:	Adequate funding is budgeted and appropriated within account 310-9120-802.80-05 and project code GP2204 for award of this contract for this purpose.
Staff Contacts:	Ben Loveday, Assistant County Administrator; Ryan Smith, Division Director Facilities Management, Brett Johnson, Facilities Maintenance Manager, 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:

Failure to purchase the 2022 Ford F-550 Chassis, 4x4, SD Regular Cab 145" WB DRW XL (F5G) with new Terex Hi-Ranger LT40 Articulating / Telescoping Aerial Device would result in a delay in the performance of critical elevated maintenance operations safely, resulting in outsourcing. This delay would cause additional delays and costs to the County.

ATTACHMENTS:

File Name	Description	Type
PO_22057_Terex_CA_signed.pdf	PO 22057 Terex	Purchase Order
02_Contract.pdf	Contract	Backup Material
Project_Budget_Wrksht_GP2204.pdf	Project Budget Worksheet - Terex Bucket Truck	Backup Material



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 22057

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

To: Terex Utilities, Inc.
3140 15th Avenue SE
Watertown, SD 57201

Attn: Jennifer Sexton
[Jennifer.Sexton@terex.com]

Ship To: Joint Fleet Services
6921 N. Roxbury Mill Road
Spotsylvania, VA 22551

Attn: Brett Johnson

PO DATE		SHIP VIA	F.O.B. POINT	TERMS	
May 11, 2022					Destination
QTY	UNIT	DESCRIPTION		UNIT PRICE	TOTAL
1	EA	2022 FORD F-550 CHASSIS 4X4 SD REGULAR CAB 145" WB DRW XL (F5G) WITH NEW TEREX HI-RANGER LT40 ARTICULATING / TELESCOPING AERIAL DEVICE IN ACCORDANCE WITH QUOTE NO. QU16840		\$147,266.00	\$147,266.00
1	EA	4x4 OPTION		\$3,680.00	\$3,680.00
Contract documents consist of:					
1. Spotsylvania County Purchase Order #22057 dated March 28, 2022 and Spotsylvania County Purchase Order General Terms and Conditions;					
2. Sourcewell Contract 110421-TER dated February 1, 2022, with term through December 27, 2025;					
3. Sourcewell RFP 110421 for Public Utility Equipment with Related Accessories and Supplies dated September 16, 2021, and Vendor's Response;					
4. Client Proposal prepared by Watertown Ford, Mike Johnson, dated March 27, 2021;					
5. Terex Utilities, Inc. Quote No. QU16840 dated March 22, 2022.					
TERM FEBRUARY 1, 2022 THROUGH DECEMBER 27, 2025					
TOTAL					\$150,946.00

If there are any questions concerning this purchase order, please contact Sylvia Dyson
– Spotsylvania County Procurement Division. Ph. 540/507-7596

1. Please send one copy of your invoice.
2. In accordance with the prices, terms, delivery method, and specifications, including warranties, pursuant to any RFP and Proposal 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 Facilities Management
P.O. Box 116
Spotsylvania, VA 22553
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: Facilities Management

Requisitioner: Ryan Smith

Edward Petrovitch
County Administrator

Approved as to form:

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 agree 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. Except to the extent of the negligence or willful misconduct of the COUNTY or its representatives, 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. Neither party shall be liable hereunder for incidental, indirect, special or consequential damages, even if advised of the possibility thereof.
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: <http://www.spotsylvania.va.us/content/20925/20963/21966/20995/23291/default.aspx>



TEREX®

CUSTOMER ORDER ACKNOWLEDGEMENT

Terex Utilities, Inc. - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

Date: 3/22/2022 Sourcewell 2022 Pricing 110421-TER
Quote Number: QU16840 Unit: LT40
County of Spotsylvania
8800 Courthouse Rd
Spotsylvania, Virginia, 22553
(540) 507-7714
Attention: Brett Johnson

Baseline Price: \$147,266

Total: \$150,946

Grand Total Each:

\$147,266

+ 4x4 option \$3,680

Prices are subject to change until shipment. Applicable taxes and surcharges will be added. Taxes, shipping & handling and lead times are estimates and subject to change. Quoted prices are based on total quoted package and subject to change if all items not purchased. All prices quoted are in U.S. dollars unless otherwise specified. Payment by cash or certified check only. Chassis payment is due upon chassis receipt at our facility. Quote withdrawn after 30 days.

Please ensure the accuracy of the specifications and drawings you provide. Changes made after receipt of order may incur additional charges. If you are trading equipment in, you warrant that: You have good title to the trade-in; it is free of all liens and encumbrances; all information you have provided related to the trade-in is true and correct.

Terex purchased chassis through Terex preferred International Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage to nearest International Dealership for a warrantable failure. Coverage limited to \$550 per incident. Roadside assistance call 1-800-448-7825

Terex purchased chassis through Terex preferred Freightliner Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage/KM extended towing coverage \$550 cap FEX applies. Roadside assistance call 1-800-FTL-HELP

Notes:

- 1) Delivery Terms are: DAP
- 2) Terms: Net 30 days
- 3) Delivery days from receipt of order shall be 360+

Buyer hereby agrees to purchase the products in this quotation, subject to acceptance by Seller.

Terex Utilities Inc.

Jay Meier
Sales Coordinator

Jennifer Sexton
Account Manager

WARNING Cancer and Reproductive Harm
www.P65Warnings.ca.gov

Accepted By: _____

PO Number: _____

Quantity: _____

Grand Total: _____

Date: _____

Options			
Date	3/22/22		
Quote(s) #	QU16840		
Customer Name	County of Spotsylvania		
Customer PO #			
No.	Description	Selling Price	Options:
1	4x4 chassis Option in lieu of 4x2 included in quote. (Ford F550)	\$3,680	☒ Add Option
2		\$0	☐ Add Option
3		\$0	☐ Add Option
4		\$0	☐ Add Option
5		\$0	☐ Add Option
6		\$0	☐ Add Option
7		\$0	☐ Add Option
8		\$0	☐ Add Option
9		\$0	☐ Add Option
10		\$0	☐ Add Option
		Total:	

22-051 PO 22057 Terex Utilities

Final Audit Report

2022-04-11

Created:	2022-04-08
By:	Sylvia Dyson (SDyson@spotsylvania.va.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYMPW1La0OH8kgPPjOEIU4CYJCr5AcxCn

"22-051 PO 22057 Terex Utilities" History

-  Document created by Sylvia Dyson (SDyson@spotsylvania.va.us)
2022-04-08 - 6:04:07 PM GMT
-  Document emailed to Toni Vaughan (tvaughan@spotsylvania.va.us) for signature
2022-04-08 - 6:05:29 PM GMT
-  Email viewed by Toni Vaughan (tvaughan@spotsylvania.va.us)
2022-04-11 - 6:39:06 PM GMT
-  Document e-signed by Toni Vaughan (tvaughan@spotsylvania.va.us)
Signature Date: 2022-04-11 - 6:45:47 PM GMT - Time Source: server
-  Agreement completed.
2022-04-11 - 6:45:47 PM GMT



Adobe Acrobat Sign

**Solicitation Number: RFP #110421****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Terex Utilities, Inc., 3140 15th Avenue SE, Watertown, SD 57201 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Utility Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 27, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity. Supplier's Limited Product Warranty is applicable to all Equipment, Products, and Services provided.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products within ten days after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will repair or replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities under this Contract. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the

circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Except to the extent of the negligence or willful misconduct of the respective indemnitee, Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. No party shall be liable hereunder for incidental, indirect, or consequential damages, even if advised of the possibility thereof.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.
- 5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or

2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any potential liability for damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

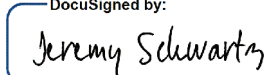
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

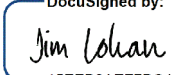
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

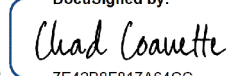
Sourcewell

Terex Utilities, Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 12/20/2021 | 2:15 PM CST

DocuSigned by:

By: 15EEB2AEF7BC437...
Jim Lohan
Title: VP Sales and Marketing
Date: 2/1/2022 | 5:37 AM PST

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 2/1/2022 | 7:41 AM CST

RFP 110421 - Public Utility Equipment with Related Accessories and Supplies

Vendor Details

Company Name: Terex Utilities

Does your company conduct business under any other name? If yes, please state: Terex Utilities, Inc., Terex Services, Terex USA LLC, Terex GmbH

Address: 3140 15th Avenue SE
Watertown, South Dakota 57201

Contact: Michael Lenling

Email: michael.lenling@terex.com

Phone: 940-704-9146

HST#:

Submission Details

Created On: Monday October 25, 2021 10:54:07

Submitted On: Thursday November 04, 2021 12:54:24

Submitted By: Michael Lenling

Email: michael.lenling@terex.com

Transaction #: bf572454-f3b5-451c-8873-bb6be1574db5

Submitter's IP Address: 165.225.217.48

Specifications**Table 1: Proposer Identity & Authorized Representatives**

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Terex Utilities, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Terex USA LLC, Terex GmbH	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Terex Utilities, Terex Services, Terex USA LLC, Terex GmbH	*
4	Proposer Physical Address:	3140 15th Avenue SE Watertown, SD 57201	*
5	Proposer website address (or addresses):	www.terex.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jim Lohan VP Sales and Marketing 3140 15th Ave SE, Watertown, SD 57201 jim.lohan@terex.com (612) 730-6927	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Michael Lenling Territory Sales Manager 3155 S Burleson Blvd, Burleson, TX 76028 michael.lenling@terex.com (940) 704-9146	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Stephanie Evans Sales Operations Manager 3140 15th Ave SE, Watertown, SD 57201 stephanie.evans@terex.com (605) 882-5604 Michele Laurie Technical Support Manager 3140 15th Ave SE, Watertown, SD 57201 michele.laurie@terex.com (605) 884-3837	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Terex Utilities, founded in 1945 with the advent of the groundbreaking Tel-E-lect digger derrick, has been rooted in the growth and maintenance of this nation's utility infrastructure for well over 70 years. We've seen the good times and the bad and through it all, we've been there for you. We've listened to you when you've approached us with problems that you run into during your daily operations and have turned them into workable solutions for you...throughout your good times and your bad times. Now, as we're traveling together into the 21st century, we are proud to be a part of the next exciting phase of providing you with state-of-the-art solutions steeped in the tradition of those people that built the power and communication grid...hard-working and inventive. Digger Derrick Development The 50's and 60's saw three innovations were introduced that are still in use today - the Rite-Way auger storage bracket. PG (pole grabbing) winch, and the hydraulic collector block. With the latter, for the first time digger derricks could rotate continuously and without restriction making them a much more versatile machine. The Telecon (TElect ECONomy) was introduced which allowed a digger to be mounted on a smaller, lighter and more maneuverable chassis. The Commander I Series digger derrick was developed featuring two innovations that are still used as the standard today, box constructed booms and dual lift cylinders. Also we developed and introduced the first fiberglass third section built to eliminate pin-on third sections. We can't rest on our laurels however, and we're continuing to lead innovations today. Aerial Device Development The 70's, 80's and early 90's saw us broadening our equipment offerings to include aerial devices. The first was named the "Zip Boom" family and consisted of a telescopic aerial and a articulated aerial. A unique fiberglass boom manufacturing process was developed resulting in the Tele-Glass boom. 1992 was a pretty big advancement for us in the aerial device product category as we added one of the best known names to our family - Hi-Ranger. The name still arouses passion and continues to be used as a model designation for all of our aerial devices today. Right on the heels of that announcement was the introduction of the hydraulic lift which allowed aerial devices to add height to the working envelope without adding additional boom length by elevating the complete aerial device 15' higher. We've since added different configurations and heights which gives our products exceptional flexibility. And, of course, we're not done! Auger Drills & Auger Tooling Development We continue to develop our business from the ground up. Not only product development but through research, design, safety and our service channels. As with the recent addition of Auger Drills and Auger Tooling, we continue to expand into markets for continued growth. Compact and powerful Terex Auger Drills offer a wide range of drill speeds and the highest drill torque per class. In addition, Terex offers a vast line of auger tools for hard rock, dirt, and high production drilling, as well as coring systems, pilots, bits, hubs, boring heads, and shank plates. Today, we operate around the globe and we are properly positioned to help you even more. With our products, our innovations and our commitment to being right beside you, we look to partner with you into the next century . . . and beyond! Terex Utilities works for you by listening, responding and delivering solutions with speed. We understand your challenges. We have a diverse team of people who are committed to delivering reliable equipment to you. We work to develop innovative technology and services quickly. All of this is in an effort to find solutions that allow you to work more efficiently. Terex Way Values Integrity Respect Improvement Servant Leadership Courage Citizenship
10	What are your company's expectations in the event of an award?	Terex will provide a quality product, with support and service after the sale.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	NYSE ticker symbol: TEX https://investors.terex.com/investor-relations/financial-reporting/annual-reports/default.aspx Terex-Corporation-2020-Annual-Report Form 8-K
12	What is your US market share for the solutions that you are proposing?	35%
13	What is your Canadian market share for the solutions that you are proposing?	30%
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	B. Manufacturer / Service Provider Terex Utilities is a leading manufacturer of utility equipment. We are also a large provider of service and parts for the utility equipment industry. We have a network of Account Managers across the majority of the United States with the exception of New England States and Florida. In these two areas we work through a third party distributor. The Account Managers covering the majority of the United States are our team members.

16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	None are required. ISO 9001:2015. We are certified through June of 2024.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	We do not have any.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Forbes' "The Just 100: America's Best Corporate Citizens in 2016!" Arbor Age A+ New Products Award for the XT PRO Series of Tree Trimmers Construction Equipment Top 100 Winner for the Hi-Ranger LTM Series	*
19	What percentage of your sales are to the governmental sector in the past three years	15%.	*
20	What percentage of your sales are to the education sector in the past three years	less than 5%.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We currently only hold a contract with Sourcwell but are exploring other cooperative purchasing options. While exact sales dollars is confidential, cooperative purchasing has increased incrementally each of the last 3 years. Over the last 3 years, our Sourcwell utilization has increased 68% from 2019-2020, and from 2020-2021 an increase of 59%. Total utilization increase from this period of 2019-2021 is almost 2.5x.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
North Texas Tollway Authority	Floyd Spencer - Fleet Manager	(214) 224-2268	*
CoServ	Tim Meyer - Fleet Manager	(940) 368-9294	*
Rusk County Electric Coop	Jim Dickeson - Operations Superintendent	(903) 646-3042	*
Seattle City Light	Dustin Atkin	(206) 459-3446	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Seattle City Light	Government	Washington - WA	Supplied and supplying distribution aerial and digger derrick devices.	undisclosed / confidential.	undisclosed / confidential.	*
Washington State DOT	Government	Washington - WA	Supplied and supplying distribution aerial devices.	undisclosed / confidential.	undisclosed / confidential.	*
Tennessee Valley Authority	Government	Tennessee - TN	Supplied transmission aerial devices.	undisclosed / confidential.	undisclosed / confidential.	*
City of Tallahassee	Government	Tennessee - TN	Supplied distribution aerial devices.	undisclosed / confidential.	undisclosed / confidential.	*
Los Angeles Department of Water and Power	Government	California - CA	Supplied distribution aerial devices.	undisclosed / confidential.	undisclosed / confidential.	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Terex Utilities, along with distributors and rental partners Commercial Truck Equipment, JA Kiley Company, NESCO, Ring Power, Scott Powerline, Custom Truck One Source (CTOS) and Wajax continue to create the most comprehensive sales, rental and service offerings across North America for electric utility customers.	*

26	Dealer network or other distribution methods.	Our combined investments have an expansive network with a footprint of 20 factories and final-stage manufacturing locations, 60 service centers and 240 mobile hydraulic technicians – all working together to support our customers with shorter lead times on new equipment, outstanding rental availability, and the right parts and service support when and where they need it. We are committed and engaged with our partners to listen, understand and quickly provide innovative solutions for electric utility customers.	*
27	Service force.	Terex Services offers a broad range of service solutions focused on keeping customers' equipment and their operators productive and safe. Terex Services has more than 200 factory-trained technicians and more than 20 factory branch locations to service Terex aerial devices, digger derricks, construction equipment, mobile cranes and Genie booms and lifts. From inspections for compliance regulations, preventative maintenance work and general repairs to reconditioning, refurbishment and replacement parts, Terex Services provides quality work performed by factory trained technicians that are dedicated to increasing the uptime of your aerial work platform, construction, mobile crane and utility equipment.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Direct orders will be handled by Terex. Once the opportunity has been quoted and the customer approves to move forward, the Terex Territory Sales Manager (TSM) will receive a PO and/or signed Coversheet (1st page of quote) from the customer. The TSM will then submit the order internally for processing. Once the order has been processed, a Sales Order Acknowledgement will be created internally and provided to the TSM who will then pass this document to the customer. If the order comes from a Terex Dealer Partner, the order will be processed thru that respective dealer and Terex will be notified that the Sourcewell contract was utilized	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Terex Services offers a broad range of service solutions focused on keeping customers' equipment and their operators productive and safe. Terex Services has more than 200 factory-trained technicians and more than 20 factory branch locations to service Terex aerial devices, digger derricks, construction equipment, mobile cranes and Genie booms and lifts. From inspections for compliance regulations, preventative maintenance work and general repairs to reconditioning, refurbishment and replacement parts, Terex Services provides quality work performed by factory trained technicians that are dedicated to increasing the uptime of your aerial work platform, construction, mobile crane and utility equipment.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Terex strives to continue to provide high-quality equipment and services (branch and field services) to all customers including both Sourcewell participating entities and non-participants in the United States and Canada. Terex TSM's, Field Service Technicians, and Service Branches, along with our dealer partner network and their service capabilities, are devoted to supporting our customers and providing top-notch customer service. We strive to be the most customer-responsive company in the industry as determined by our customers. We are driven by our mission to provide solutions to our customers that yield superior productivity and return on investment. It is Terex commitment to serve all customers with the highest level of integrity.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Terex strives to continue to provide high-quality equipment and services (branch and field services) to all customers including both Sourcewell participating entities and non-participants in the United States and Canada. Terex TSM's, Field Service Technicians, and Service Branches, along with our dealer partner network and their service capabilities, are devoted to supporting our customers and providing top-notch customer service. We strive to be the most customer-responsive company in the industry as determined by our customers. We are driven by our mission to provide solutions to our customers that yield superior productivity and return on investment. It is Terex commitment to serve all customers with the highest level of integrity. Our dealer network in Canada has been an extension of Terex Utilities for many years. In 2018, Terex added two new factory dealer representatives covering Canada. Both of these representatives are familiar with the Sourcewell process and have been instructed to promote Sourcewell for the Canadian market as well.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Our sales and service network covers from coast to coast in the US and all the population centers of Canada.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Terex will fully serve all Sourcewell participating entity sector customers throughout the entire United States and through our dealer partners both in the United States and Canada.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Third parties are utilized for both Hawaii and Alaska. Hawaii DMS Diesel Repair, LLC 24 Railroad Ave Hilo, HI 96720 Alaska Seaside Diesel Repair 5741 Concrete Way Juneau, AK	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our Marketing strategy would be to assign ownership to an Account Manager who would take the lead role and provide direction to other Sales people located in areas where we expect to have the most interaction.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Terex Utilities currently has a Twitter account (www.twitter.com/TerexUtilities), a Facebook account (www.Facebook.com/TerexUtilities), and also a LinkedIn account (www.linkedin.com/company/terexutilities/). Each outlet is used to post articles and information about our products and services. Another tool we use is Pardot, which allows us to create, deploy and manage online marketing campaigns. Through our utilization of Pardot and Salesforce, we are able to drive greater results from service and equipment marketing campaigns.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell is currently part of our municipal and coop sales strategy. In every case possible we promote the value and simplicity of using Sourcewell to speed up or eliminate the bid process. In many cases we can convert the customer from going out to bid and use Sourcewell as a resource. Due to Sourcewell flexibility we have converted opportunities from using other state contracts to Sourcewell as well.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Replacement Parts for Terex Utilities are available for purchase through an online e-commerce platform shared with our AWP (Genie) division. Customer's with (B2B) or without (B2C) an account for either product line can be setup with online access. This provides live price and availability and access to placing orders from our parts catalog through both of our North American distribution hubs (Southaven, MS & North Bend, WA). The system also offers access to shipment tracking and invoicing. Accounts can also be configured to receive email acknowledgements and shipping confirmations to the individual that placed the order. www.myparts.terex.com (B2C) www.parts.terex.com (B2B)	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Terex offers onsite unit specific mechanic training tailored to the needs of the customer. We also offer operator training ranging from unit in-services to our Digger Derrick and Aerial Device Edge Operator Safety Training Programs. We also offer an extensive online course selection which includes: Aerial Inspections, Digger Derrick Inspections, Dielectric Testing, Driver Safety Training, Hydraulic Troubleshooting, Aerial Edge Operator Safety Training and Digger Derrick Operator Safety Training programs. Additionally we also offer Tech-Tips which take a technician step-by-step through numerous maintenance procedures on our public website.
40	Describe any technological advances that your proposed products or services offer.	Terex builds its reputation on reliability and not just having technological advances but making those technologies robust enough for the environment they are applied into. It is easy to make technological advances it is harder to make them reliable able to stand over time. That is where Terex excels. Terex continues to offer product innovations for safety, performance, green energy, and maintenance.
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Terex has been down the road of high cost highly complex "Green" technology that provides very little theoretical payback and many times a net negative payback in actual practice. Terex has evolved in our outlook on "Green" Initiatives and in 2015 began developing the HyPower IM system. The HyPower IM system utilizes plug in battery power to do what batteries do best, eliminate idle, but relies on the engine for it to do what it does best and that is move the truck and booms. Terex realized a lower cost, lower weight, less complex system could be developed which eliminated a large part of the fuel burn and carbon emissions as well as noise in the duty cycle of equipment used in utility applications. It was developed around the simple idea of providing the customer the most advantages for the least cost and complexity and achieving a balance which would actually provide an economic benefit for the customer. In 2017 Terex made the decision that it would be the only "Green" system we would offer our customers going forward. In 2019, Terex partnered with Viatic to offer a new version of the HyPower system that operates completely independent from the chassis engine. The latest HyPower system can be upgraded with a variety of charge options and battery sizes. This new system provides real time feedback to the operator for idle hours mitigated, battery life, emissions saved. Terex opened a new manufacturing facility in 2020 that includes an onsite storm water treatment basin and drought resistant plantings, which include approximately 2,000 perennials and shrubs and prairie grass that is supportive of storm water infiltration and pollinator habitat. The new facility also utilizes LED fixtures, which have around 54% energy savings and LED Site poles, with around 70% energy savings. Terex works to meaningfully reduce waste and foster a culture of conservation. We continually work to identify waste reduction, recycling and re-use opportunities.
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A.
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Terex Utilities is committed to providing accredited diverse business enterprises ("DBEs"), such as women, minority and service-disabled veteran owned businesses, maximum practicable opportunity to participate in providing products and services to Terex Utilities. By diversifying our supplier base, we enhance competition and innovation among our suppliers, which helps us to provide our customers with safe, reliable, and market competitive products. Terex Utilities has set a 5% goal on average for spending with DBEs. Terex Utilities achieves this goal through a supplier selection process focusing on local businesses, businesses in close proximity to our manufacturing facility, national DBE public web sites, and those suggest by our customer base.
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Terex equipment is unique in that we traditionally have not cut corners when it comes to designing our equipment. Our welded derrick boom sections are the hardest boom in the industry to fabricate but provide the strongest strength to weight ratio. The same can be said for our rectangular, tapered fiberglass booms. All of our fiberglass booms are designed to maintain a strong bond with the steel which means they are many times stronger than required to meet industry required safety factors. This cost more money and takes more time but provides a much superior product that will maintain bonding and strength for the life of the equipment when used as designed. This has been the way our products have designed and built going back to the 1950's and a proud tradition we carry on today.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	Yes. See uploaded reference document, "TUFM 1050 Limited Product Warranty 1" and "Terex Utilities, Terms & Conditions of Sale, U.S". *
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	All of our models are designed with intended use. If damage looks to be outside of normal use/wear and tear, communication is started with the customer to come to a resolution. See uploaded reference document, "TUFM 1050 Limited Product Warranty 1" and "Terex Utilities, Terms & Conditions of Sale, U.S". *
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Standard warranty coverage includes 90 days of travel time and mileage, initiating at time of equipment delivery or vehicle in-service. *
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Terex has both certified field services technicians and service branches and leverages the field service and branch support of our dealer partners. *
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	See uploaded reference document, "TUFM 1050 Limited Product Warranty 1" and "Terex Utilities, Terms & Conditions of Sale, U.S". For equipment and install related items, Terex will cover the warranty. For chassis related issues, the OEM is responsible to provide warranty service. *
50	What are your proposed exchange and return programs and policies?	Terex does not accept returns or exchanges of equipment. If a situation arises where a potential issue occurs, the situation will be reviewed and resolved via offering product training, field service, branch service, technical assistance, and will work with the customer on a mutually beneficial solution. *
51	Describe any service contract options for the items included in your proposal.	Terex proposes a discounted hourly labor rate of services provided by Terex Branch and Field Service Technicians, included as an option in the RFP. Please see the uploaded document, "2022 Sourcewell Hourly Labor Rates_". *

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
52	Describe your payment terms and accepted payment methods?	For Products or Services purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products or Services to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller may charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Seller shall be entitled to an equitable adjustment in the price of Products or Services in order to account for increases in the cost to Seller of labor or materials, or in the event of unanticipated or unforeseen circumstances. *
53	Describe any leasing or financing options available for use by educational or governmental entities.	We offer Finance and Leasing solutions thru our Terex Financial Services. We can provide loans, fair market value leases, TRAC or Split TRAC Leases, Capital Leases. See uploaded "Financial Solutions" pdf. *
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Quote includes a coversheet to be executed with signature, date, and total dollar amount. This quote also includes the terms and conditions. For a new account, customers will be required to provide a W9 and fill out a Customer Information Form. See uploaded documents, "Cover Sheet Example" and "Terex Utilities, Terms & Conditions of Sale, U.S". *
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Terex does accept the P-card procurement and payment process. The Sourcewell participating entity would be subject to a 2% for most P-Cards, but 3.25% for AmEx. *

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	See provided pricing sheet for units and service.	*
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Percentage range of discount is 2-5% (not including chassis).	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	A Sourcewell discount has been applied to the sale price of the units indicated in the attached document.	*
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	We facilitate these requests by adding "open market items" based on cost plus percentage. A quote is provided for "open market items".	*
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Chassis pricing has been excluded from our pricing response due to challenges acquiring/availability of chassis and related chassis pricing in the current marketplace. PDI & FAI will be included in the "open market items" depending on when the request is made.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Delivery included in the Sourcewell contracted price with exception to Alaska, Hawaii, Canada, or any offshore delivery. These costs would be determined at time of final quote to customer.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Additional charges apply for delivery to Alaska, Hawaii, Canada, or any offshore delivery. These costs would be determined at time of final quote to customer.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	d. other than what the Proposer typically offers (please describe).	Terex pricing offered in this proposal is based on specifications developed specifically for Sourcewell participating entities.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	When an opportunity is first opened, the account manager selects "Sourcewell" when inputting in the information triggering the RFQ to use our contract pricing. Terex has one point of contact when it comes to Commercial Terms and another coordinator that tracks the invoicing thru our CRM system. Our system and process has been effective and reporting has been consistently provided to Sourcewell each month and quarterly under the current contract.	*
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Sourcewell metrics are tracked through our internal CRM system that provides us information such as past history, # of new opportunities, win rate, and more.	*
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Terex proposes a 1% administrative fee to Sourcewell.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Insulated Aerial Devices, Digger Derricks, Repair Service, and Inspections	*
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Terex Utilities can provide multiple types of equipment and services to Sourcewell members. We are a dealer for multiple service body manufactures and can upfit these at multiple locations across the US and Canada. We also tailor a service and inspection programs to maintain a safe operating fleet.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
70	Telescopic, articulated, mast, and boom, aerial lifts, towers, buckets, and platforms	☒ Yes ☐ No	Telescopic, articulated, and boom aerial lifts, buckets, and platforms.	*
71	Digger derricks, and cable placing, pulling, and tensioning equipment	☒ Yes ☐ No	Digger derricks	*
72	Directional drills, trenchless excavation equipment, thrust and boring machines, soil piercing tools, trenchers, rock wheels, and pile drivers	☒ Yes ☐ No	Digger derricks and auger tooling for various drilling conditions.	*
73	Utility locating equipment	☐ Yes ☒ No	N/A	*
74	Accessories, supplies, replacement or wear parts, and services related to the offering of equipment in Lines 69-72	☒ Yes ☐ No	Repair Services, Equipment Remounts	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

[Pricing](#) - Pricing.zip - Thursday November 04, 2021 11:50:37

[Financial Strength and Stability](#) - Financial Strength and Stability.zip - Monday November 01, 2021 14:01:06

[Marketing Plan/Samples](#) - Marketing Plan_Samples.zip - Monday November 01, 2021 14:02:47

[WMBE/MBE/SBE or Related Certificates](#) - DBE figures YTD 2021.xlsx - Wednesday November 03, 2021 10:08:31

[Warranty Information](#) - TUFM 1050 Limited Product Warranty 1.pdf - Sunday October 31, 2021 20:19:04

[Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Monday November 01, 2021 14:04:40

[Upload Additional Document](#) - Terex Supporting Documents.zip - Monday November 01, 2021 14:06:25

Addenda, Terms and Conditions**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Michael Lenling, Territory Sales Manager, Terex Utilities, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Public_Utility_Equipment_RFP_110421 Thu October 14 2021 04:33 PM	☒	2
Addendum_3_Public_Utility_Equipment_RFP_110421 Mon September 27 2021 05:28 PM	☒	1
Addendum_2_Public_Utility_Equipment_RFP_110421 Fri September 24 2021 03:55 PM	☒	1
Addendum_1_Public_Utility_Equipment_RFP_110421 Mon September 20 2021 02:54 PM	☒	1



SPOTSYLVANIA COUNTY

Replacement Vehicles - Facility Management

Project Budget Worksheet

Project # GP2204

	Current Balance (as of May 13, 2022)	Revisions (May 24, 2022)	Revised Balance (May 24, 2022)
<u>Project Costs:</u>			
Motor Vehicles and Equipment	\$161,000	(\$150,946)	\$10,054
Terex Utilities, Inc	\$0	\$150,946	\$150,946
Total Project Costs	\$161,000	\$0	\$161,000
<u>Project Funding:</u>			
Cash	\$161,000		\$161,000
Total Project Funding	\$161,000	\$0	\$161,000

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

Meeting Date:	May 24, 2022
Title:	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

Type:	Action
Agenda Title:	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
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 - Community Operations
Legal Counsel:	William Moore, Senior 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 Utility 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__TM_23Q-1-C_Deed.pdf	Deed of Easement	Exhibit
Exhibit_A_TM_23Q-1-C_Plat_signed.pdf	Plat of Proposed Easement	Exhibit
Advertisement_Notice_of_Public_Hearing_Final_Version.pdf	Public Hearing Notice	Backup Material

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'

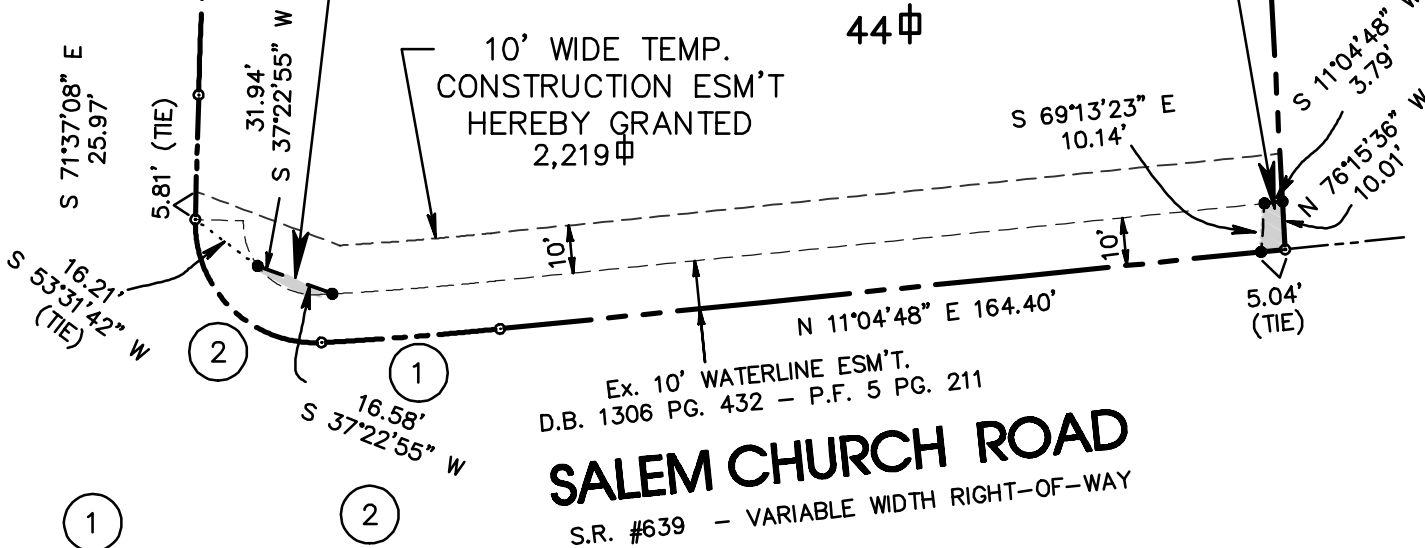
PUBLIC
UTILITY EASEMENT

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

(To: Display Advertising (Classified Section))

Please run the following ad 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.

SPOTSYLVANIA COUNTY BOARD OF SUPERVISORS

NOTICE OF PUBLIC HEARING

The Spotsylvania County Board of Supervisors will hold a public hearing at _____ p.m. on _____, 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**

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

Meeting Date: May 24, 2022

Title: Approval of the Kappler Special Entertainment Event Permit - Live at the Backyard 2022

Type: Action

Agenda Title: Approval of the Kappler Special Entertainment Event Permit - Live at the Backyard 2022

Recommendation: Staff recommends the Board approve the Special Entertainment Event with the following conditions:

1. Prior to the event, the Applicant will obtain all necessary Building Permits for the event.
2. Prior to the event, the Applicant will obtain any necessary Temporary Event Permit from the Virginia Department of Health (VDH) for any food to be cut, prepared, and/or assembled onsite for service to attendees of the event.

Summary: The Applicant, Robert Kappler, requests approval of a Special Entertainment Event Permit pursuant to Chapter 3, Article 2 of the County Code. The proposed event is called Live from the Backyard and will be held on June 11, 2022 at the applicant's property located at 9601 Fairview Rd in Partlow. The event will be from 5:00 p.m. to 11:00 p.m. The host expects approximately 150 attendees. The event will not be open to the public and will include live performances from 6 bands. The host states there will be no prepared food served onsite. However pre-packaged snack foods and water will be available for free to attendees. The Special Events Review Committee reviewed the request and did not identify any outstanding issues needed to be addressed, with the exception of a requirement for a VDH Temporary Event Permit for any food to be cut, prepared, and/or assembled onsite for attendees of the event. Two approval conditions are recommended to address the potential VDH permit requirement, as well as Building Permit requirements for any stage(s) or lighting to be used for the event.

Financial Impact: N/A

Staff Contacts: Josh Frederick, Zoning Administrator

Legal Counsel: N/A

Additional Background/Other Considerations: Application materials attached.

Consequence of Denial/Inaction: The proposed event is not permitted without Board approval pursuant to Chapter 3, Article 2 of the County Code (Outdoor Musical or Entertainment Festivals).

ATTACHMENTS:

File Name	Description	Type
SPE22-0001_application.pdf	Application	Agreement
SPE22-0001_supporting_information.pdf	Supporting Information	Agreement
SPE22-0001_site_plan.pdf	Site Plan	Agreement



County of Spotsylvania
SPECIAL ENTERTAINMENT EVENT
PERMIT APPLICATION

App/Permit # Assigned:

SPE22-0001

Community Development Division
9019 Old Battlefield Blvd. 3rd Floor
Spotsylvania, VA 22553
Phone (540)507-7222 Fax (540) 507-7281

Applicant

Name: Robert Kappler Address: 9601 Fairview Rd Portbva, VA 22534
Phone #: 540-850-4608 Fax #: _____ Email Address: Kappler76@yahoo.com

Property Owner

Name: Same Address: _____
Phone #: _____ Fax #: _____ Email Address: _____

Property Information

Property Address: 9601 Fairview Rd, Portbva, VA 22534
Tax Map ID: _____ Voting District: _____

Special Entertainment Event Information

Name of Event: The backyard presents Type of Event (ex. Circus, parade, fair): music event
Date of Event: June 11th Time of Event: _____ Rain Date (if applicable): rain or shine
Brief Description of the Event: Friends and Family event with 6 bands
that we hold annually
Anticipated # of Participants: Total 150 Total Per Day 150

Please note the following:

1. A complete application and response to all checklist items must be provided in order to process the Special Entertainment Permit Application for review. Submission of an application without all required information will be deemed incomplete and not reviewed until all required information is provided for a complete review packet.
2. The Special Entertainment Permit must be APPROVED AND ALL FEES PAID before the event is held on the designated site area.
3. Accepted Forms of Payment: Please be advised that the only forms of payment currently accepted by the Code Compliance Department are Check, Money order, *Debit, and *Credit. *If Debit/Credit is used there will be a 2.70% convenience fee added to the total amount due.

Robert Kappler
Property Owner Signature (Required)*

3/30/2022
Date

Robert Kappler
Print Name

**I have read this Application, understand its intent and freely consent to its filing. Furthermore, I have the power to authorize and hereby grant permission to Spotsylvania County Officials and other authorized government agents on official business to enter the property to process this application and determine compliance with all applicable County Code requirements and/or other federal, state and local regulations.*

FOR OFFICE USE ONLY

Zoning _____ Disapproved _____ Approval Date _____

Remarks:

Fees _____

Authorized Signature



County of Spotsylvania
Community Development Division
9019 Old Battlefield Blvd. 3rd Floor
Spotsylvania, VA 22553
Phone (540)507-7222 Fax (540) 507-7281

App/Permit # Assigned:

spe 22-0001

Special Entertainment Permit

Section I: Required Documents Checklist

- ☒ Provide a copy of the ticket or badge of admission to the festival, containing the date and time of the festival, together with a statement by the applicant of the total number of tickets to be offered for sale and the best reasonable estimate by the applicant of the number of persons expected to be in attendance. Is the event in cooperation with an organization?
- ☒ Provide a statement of the name and address of the promoters of the festival and the financial backing of the festival. Are you a professional/experienced planner?
- ☒ Provide a list of the names of all persons or groups who will perform at the festival.
- ☒ Provide a plan and narrative for adequate sanitation facilities and garbage, trash and sewage disposal for persons at the festival. This plan shall meet the requirements of all state and local statutes, ordinances and regulations.
- ☒ Provide a plan and narrative for providing food, water and lodging for the persons at the festival. This plan shall meet the requirements of all state and local statutes, ordinances and regulations
- ☒ Provide a plan and narrative for adequate medical facilities for persons at the festival.
- ☒ Provide a plan and narrative for adequate parking facilities and traffic control in and around the festival area.
- ☒ Provide a plan and narrative for adequate fire protection. This plan shall meet the requirements of all state and local statutes, ordinances and regulations
- ☒ Provide a plan and narrative identifying any outdoor lights or lighting to be utilized. The plan must identify the location of such lights and shielding devices or other equipment to prevent unreasonable glow beyond the property on which the festival is located, approved by the supplier of electrical power
- ☒ Provide a statement shall be included that no music shall be played, either by mechanical device or live performance, in such a manner that the sound emanating therefrom shall be unreasonably audible beyond the property on which the festival is located.

Section II: Supplemental Information

- Yes ☒ No ☐ Are you a professional/experienced planner? _____
- Yes ☐ No ☒ Is the event in cooperation with an organization? (ex. Town, Parks & Recreation, Mall) _____
- Yes ☒ No ☐ Will food be served? _____
- Yes ☐ No ☒ Will there be any portable stages? _____
- Yes ☐ No ☒ Will there be any amusement rides, bounce houses, inflatables, etc.? _____
- Yes ☐ No ☒ Will tents be erected larger than 900 sq. ft.? _____
- Yes ☒ No ☐ Will water be provided? _____

- Yes ☐ No ☒ Will any streets need to be closed? _____
- Yes ☐ No ☒ Will vehicular traffic be entering or exiting onto public road/roadways? _____
- Yes ☐ No ☒ Will traffic be blocked or rerouted? _____
- Yes ☐ No ☒ Will there be any use of fireworks, lasers, black powder or other pyrotechnics? _____
- Yes ☒ No ☐ Will there be alcoholic beverages? 5/4/06 _____
- Yes ☐ No ☒ Will there be onsite camping? _____
- Yes ☐ No ☒ Are animals involved in any aspect of your event? _____
- Yes ☐ No ☒ Will any sales activities be conducted? _____
- Yes ☐ No ☒ Do you have any Emergency Medical Services or police/Sheriff Services reserved or on standby?
If yes, please provide detailed plan and narrative as noted in Section I.
- Yes ☒ No ☐ Is there a plan for trash disposal?
If yes, please provide detailed plan and narrative as noted in Section I, including:
1) Number of trash cans
2) Number of dumpsters
3) Collection frequency
4) Contact information for trash collector
- Yes ☐ No ☒ Is there a plan for collecting recyclables?
If yes, please provide detailed plan and narrative as noted in Section I, including:
1) What will be collected for recycling
2) Number of recycling bins
3) Number of dumpsters
4) Collection frequency
5) Contact information for recycling collector

Statement of total amount of tickets

I Robert Kappler am the organizer of the event live at the back yard on June 11th 2022.

I have made 250 tickets for this event. The tickets are listed as a \$10 donation to pay for the entertainment, this is a nonprofit event. This is a private party invite only and we expect a total of 150 people.

See copy of ticket below

Organizers signature



Date

3/20/2022



Download PDF proof

\$10

JUNE 11TH

LIVE AT THE BACK YARD

3601 FAIRVIEW RD, FARTLOW, VA 22534

HALFCAST
FULLCAST



OD
OVERDRIVEN



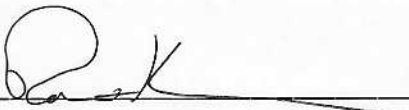
STANDARD
VERSION

ALL RIGHTS RESERVED

© 2000 OVERDRIVEN. ALL RIGHTS RESERVED. OVERDRIVEN

Statement of Organizer

I Robert Kappler am holding a party at my property 9601 Fairview Rd Partlow, VA 22534 on June 11th 2022. I am covering all expenses of the event and am the only one responsible for the cost of the event. I do not have a professional background in planning but am very experienced in the subject from throwing tons of events.

Organizers Signature  Date 3/20/2022

List of names of bands performing

Broken Past

The Senic Roots

Halfcast

Overdriven

Hot Buttered Elvis

Distant Memory

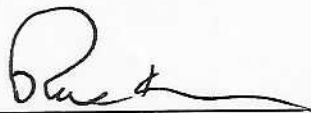
Organizers Signature  Date 3/30/2022

Plan for Sanitation and garbage

I will be providing 50-gal trash cans all over the property for waste and have individuals dump when needed. All the trash will be carried to a trailer which will then go to the landfill the following day.

We also provide hand washing stations to clean your hands at any time and provide hand sanitizer station also.

Organizers Signature

A handwritten signature in black ink, appearing to be "D. R. Smith", written over a horizontal line.

Date

3/30/2022

Plan for food, water, lodging.

For the topic of food there was a food truck on site (serve safe certified) last year, but we were not able to lock them in this year. We will have snack foods and vegetables available for hunger needs.

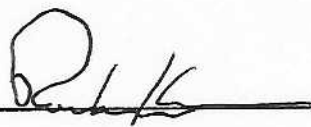
For the topic of water there will be coolers located at multiple points of the property and they will be filled with free water.

There will be no camping this time for this event due to county law, there is multiple hotels in the Thornburg area for lodging.

Organizers Signature  Date 3/30/2022

Plan for medical

We have first aid on site and experienced medical first aid providers that will assist. We also our great friends with the local fire and rescue department that is only a mile away from us in case of emergencies.

Organizers Signature  Date 3/30/2022

Plan for parking and traffic control

All our parking assistance are on a volunteer basis and have a clear understanding to keep space for a clear evacuation. All parking areas are coned and roped off clearly for others to be guided.

As far as traffic control my driveway is very long and allows people to wait off the roadways until the parking assistance have them parked.

Organizers Signature

A handwritten signature in black ink, appearing to be 'DK' or similar, written over a horizontal line.

Date 3/30/2022

Plan for fire protection

The event will have 20lb fire extinguishers on both sides of the stage and at several locations in ordinance with state and local codes. There will be no fireworks or open fires allowed that were not set up by the organizer.

Organizers Signature  Date 3/30/2022

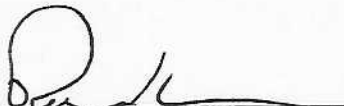
Plan for outdoor lighting

The only outdoor lighting being used is stage lighting for the entertainment which is in the back of the property and will not be seen. The other lighting will be led rope lighting to guide people's ways to parking, bathrooms facilities, and other areas people will need to see. We will have no major lighting sources that could spark up a complaint.

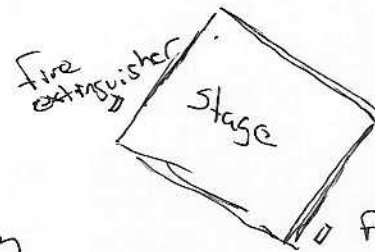
Organizers Signature  Date 3/30/2022

Statement for no loud music

We have been having these parties for over 5 years now and we do a great job of keeping the music down to a respective volume and end all loud noise by 11pm. In the last five years we have not had a single complaint, so I feel we do a great job of being respectful to others. We will not have any loud noise that you can hear off the property.

Organizers Signature  Date 3/30/2022

Band parking



Trash can

Fire extinguisher

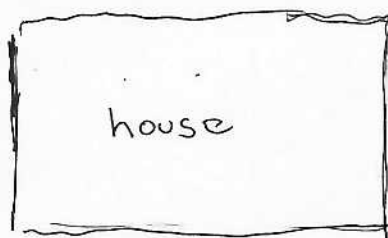
Trash can

Trash can

Trash can

water

overflow parking



medical



Shade

water

Trash

porta john

hand washer station

porta john

Drive way

Parking

Trash

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

Meeting Date:	May 24, 2022
Title:	Request Authorization to Operate Ambulance Services

Type:	Action
Agenda Title:	Request Authorization to Operate Ambulance Services

Recommendation:	FREM Staff recommend approval of this request.
------------------------	--

Summary:	FREM staff has received the attached letter from American Medical Response Mid-Atlantic, Inc. (AMR) requesting permission to operate within Spotsylvania County. Additionally, Spotsylvania Regional Medical Center has requested that Spotsylvania County authorize AMR to handle inter-facility ground transports for their facility. This authorization is required per the Office of Emergency Medical Services (OEMS) Regulations 12VA5-31-420 (item C). FREM staff supports this request and feels this additional service provider in our community would be beneficial if the County experienced an unusual or significant event that required a great number of EMS resources. This agency would not respond to 911 calls for service in the County unless specifically requested to do so through FREM.
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Financial Impact:	No
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Staff Contacts:	Jay Cullinan, Fire Chief, FREM
------------------------	--------------------------------

Additional Background/Other Considerations:	None.
--	-------

Consequence of Denial/Inaction:	If this request is denied, the available private ambulance services authorized to operate within Spotsylvania County will be limited to the two existing companies, limiting the available choices of customers within Spotsylvania County.
--	--

ATTACHMENTS:

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

FREM_PTS_Request_Letter.pdf	Request Letter	Backup Material
FREM_SRMC_PTS_Support_Letter.pdf	Letter of Support	Backup Material
FREM_ _LIS_Administrative_Code_12VAC5-31- 420.pdf	Administrative Code	Backup Material
FREM_Board_Resolution-PTS.DOCX	Reolution	Resolution

Monday, April 4, 2022

James M. Cullinan, Chief
Spotsylvania County Fire, Rescue, and Emergency Management

PO Box 818
Spotsylvania, VA 22553

Dear Chief Cullinan,

Virginia Medical Transport d/b/a Physicians Transport Service (PTS), a subsidiary of American Medical Response is a Virginia licensed Emergency Medical Services (EMS) Agency seeking to conduct business and position resources in Spotsylvania County.

The primary mission of PTS is to provide interfacility transportation, support medical standbys, as well as a variety of other non-emergency medical services. PTS does not respond to emergency calls in the community unless assistance is requested by the jurisdiction.

In accordance with the Virginia Office of EMS Regulation 12VAC5-31-420 "Application for EMS agency license" (*below*) I respectfully request your sponsorship in obtaining a Spotsylvania County Board of Supervisors resolution or ordinance approving PTS to provide the aforementioned services.

"C. An ordinance or resolution from the governing body of each locality where the agency maintains an office, stations an EMS vehicle for response within a locality or is a Designated Emergency Response Agency as required by § 15.2-955 of the Code of Virginia confirming approval. This ordinance or resolution must specify the geographic boundaries of the agency's primary service area within the locality."

Thank you for your consideration in this matter and assisting us in our support of the Spotsylvania Community.

Respectfully,



David Coullahan
Operations Manager
Physicians Transport Service

cc. Nathan Irwin, HCA Healthcare

Monday, April 4, 2022

James M. Cullinan, Chief
Spotsylvania County Fire, Rescue, and Emergency Management

PO Box 818
Spotsylvania, VA 22553

Dear Chief Cullinan,

Spotsylvania Regional Medical Center contracts with American Medical Response (AMR) to provide inter-facility transportation services. Recently, AMR has made the decision to assign the contract responsibilities to its subsidiary, Physicians Transport Service (PTS). We look forward to the expansion of services to our system.

The addition of PTS as our service partners introduces an additional level of depth, stability, and experience to not only our facility, but the community at large. PTS has successfully operated in Virginia for 24 years, is a progressive private agency, and holds itself to high standards. They currently hold resolutions in multiple counties.

I am writing you to provide our endorsement and support to PTS as they work towards your sponsorship for a county resolution to operate in accordance with the Virginia Office of EMS Regulation 12VAC5-31-420 "Application for EMS agency license".

Thank you for your consideration in this matter and assisting us in our support of the Spotsylvania Community.

A handwritten signature in black ink, appearing to read "Nathan Irwin", with a stylized flourish at the end.

Nathan Irwin
Chief Operations Officer
Spotsylvania Regional Medical Center

Part II. EMS Agency, EMS Vehicle and EMS Personnel Standards

Article 1. EMS Agency Licensure and Requirements

12VAC5-31-420. Application for EMS agency license.

A. An applicant for EMS agency licensure shall file a written application specified by the Office of EMS.

B. The Office of EMS may use whatever means of investigation necessary to verify any or all information contained in the application.

C. An ordinance or resolution from the governing body of each locality where the agency maintains an office, stations an EMS vehicle for response within a locality or is a Designated Emergency Response Agency as required by § 15.2-955 of the Code of Virginia confirming approval. This ordinance or resolution must specify the geographic boundaries of the agency's primary service area within the locality.

D. The Office of EMS will determine whether an applicant or licensee is qualified for licensure based upon the following:

1. An applicant or licensee must meet the personnel requirements of these regulations.
2. If the applicant is a company or corporation, as defined in § 12.1-1 of the Code of Virginia, it must clearly disclose the identity of its owners, officers and directors.
3. An applicant or licensee must provide information on any previous record of performance in the provision of emergency medical service or any other related licensure, registration, certification or endorsement within or outside Virginia.
4. The applicant must submit a written agreement with the local governing body that states the applicant agency will assist in mutual aid requests from the local government if EMS personnel, vehicles, equipment, and other resources are available.

E. An applicant agency and all places of operation shall be subject to inspection by the Office of EMS for compliance with these regulations. The inspection may include any or all of the following:

1. All fixed places of operations, including all offices, stations, repair shops or training facilities.
2. All applicable records maintained by the applicant agency.
3. All EMS vehicles and required equipment used by the applicant agency.

Statutory Authority

§§ 32.1-12 and 32.1-111.4 of the Code of Virginia.

Historical Notes

Derived from Virginia Register Volume 19, Issue 3 and Volume 19, Issue 9, eff. January 15, 2003; amended, Virginia Register Volume 29, Issue 1, eff. October 10, 2012.

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

RESOLUTION NO. 2022-

**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.

(SEAL)

A COPY TESTE: _____

Aimee Mann

Clerk to the Board of Supervisors

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

Meeting Date: May 24, 2022

Title: 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

Agenda Title: 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

Recommendation: The Sheriff's Office and staff recommend that the Board of Supervisors approve the request to apply for the FFY 2022 HSGP and adopt the attached resolution designating authorized organizational representatives.

The Virginia Department of Emergency Management (VDEM) is accepting grant applications for the FY 2022 HSGP. This competitive federal grant program provides funding in support of local efforts to prevent, protect against, respond to, and recover from terrorist attacks.

Summary: The Spotsylvania County Sheriff's Office has previously implemented an Unmanned Aerial System (UAS) program and would like to submit an application under the FY 2022 HSGP opportunity to update their current equipment and attend UAS trainings. UASs, also known as drones, are operated by a remote pilot and are often fitted with specialized cameras, GPS, and/or other sensors that collect and relay information via a communications link to a variety of destinations, including the remote pilot and/or a command center. 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.

The grant application will request \$130,320. There is no local match requirement; however, the Sheriff's Office will be responsible for all costs associated with licensing, registration fees, insurance, and all ongoing operational expenses for the UASs. If the application is awarded, it is estimated that the annual operational costs will be \$13,962 after the grant award expires. The grant application deadline is June 13, 2022.

The attached resolution will provide the Board of Supervisors' support for the grant application and will identify designated County staff as authorized organizational representatives in submitting the grant application.

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

Financial Impact:

Staff Contacts:

Major Carter Wells, Sheriff's Office
Captain Charles Carey, Sheriff's Office
Annette D'Alessandro, Office of Budget and Grants

Additional Background/Other Considerations:

n/a

Consequence of Denial/Inaction:

Denial of this request will mean that the Sheriff's Office will forego the opportunity to request federal funding to upgrade the UASs used for law enforcement purposes.

ATTACHMENTS:

File Name	Description	Type
FY22_HSGP_NOFO_GPD_Approved_clean_5_09_2022_508AB-_updated.pdf	Application	Backup Material
FFY_2022_SHSP_Application_Request_for_UAS_-_Resolution-_updated.docx	Resolution	Resolution

**The Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
Fiscal Year 2022 Homeland Security Grant
Program**

Effective April 4, 2022, the Federal Government transitioned from using the Data Universal Numbering System or DUNS number, to a new, non-proprietary identifier known as a Unique Entity Identifier or UEI. For entities that have an active registration in SAM.gov prior to the April 4 date, the UEI has automatically been assigned and no action is necessary. For all entities filing a new registration in SAM.gov on or after April 4, 2022, the UEI will be assigned to that Entity as part of the SAM.gov registration process.

Unique Entity Identifier registration information is available on GSA.gov at: [Unique Entity Identifier Update | GSA](#).

Grants.gov registration information can be found at: <https://www.grants.gov/web/grants/register.html>. Detailed information regarding UEI and SAM is also provided in Section D of this NOFO.

Additional Information can be found on Grants.gov:

<https://www.grants.gov/web/grants/forms/planned-uei-updates.html>

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A. Program Description**1. Issued By**

U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)

2. Assistance Listings Number

97.067

3. Assistance Listings Title

Homeland Security Grant Program

4. Funding Opportunity Title

Fiscal Year 2022 Homeland Security Grant Program (HSGP)

- State Homeland Security Program (SHSP)
- Urban Area Security Initiative (UASI)
- Operation Stonegarden (OPSG)

5. Funding Opportunity Number

DHS-22-GPD-067-000-02

6. Authorizing Authority for Program

Section 2002 of the Homeland Security Act of 2002 (Pub. L. No. 107-296, as amended) (6 U.S.C. § 603)

7. Appropriation Authority for Program

Department of Homeland Security Appropriations Act, 2022 (Pub. L. No. 117-103)

8. Announcement Type

Initial

9. Program Category

Preparedness: Community Security

10. Program Overview, Objectives, and Priorities**a. Overview**

The Fiscal Year (FY) 2022 Homeland Security Grant Program (HSGP) is one of three grant programs that constitute the DHS/FEMA focus on enhancing the ability of state, local, tribal, and territorial governments, as well as nonprofits, to prevent, protect against, respond to, and recover from terrorist attacks. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by DHS to help strengthen the Nation's communities against potential terrorist attacks. Among the five basic homeland security missions noted in the DHS Strategic Plan, the HSGP supports the goal to Strengthen National Preparedness and Resilience.

In FY 2022, there are three components of the HSGP:

- 1) ***State Homeland Security Program (SHSP)***: SHSP assists state, local, tribal, and territorial (SLTT) efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
- 2) ***Urban Area Security Initiative (UASI)***: UASI assists high-threat, high-density Urban Area efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
- 3) ***Operation Stonegarden (OPSG)***: OPSG supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and federal, state, local, tribal, and territorial law enforcement agencies to improve overall border security. OPSG provides funding to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. SLTT law enforcement agencies utilize their inherent law enforcement authorities to support the border security mission and do not receive any additional authority as a result of participation in OPSG.

The [2022-2026 FEMA Strategic Plan](#) outlines three goals designed to position FEMA to address the increasing range and complexity of disasters, support the diversity of communities we serve, and complement the nation's growing expectations of the emergency management community. The HSGP supports FEMA's efforts to achieve equitable outcomes for those we serve (Goal 1) and to promote and sustain a prepared nation (Goal 3). We invite our stakeholders and partners to also adopt these priorities and join us in building a more prepared and resilient nation.

Finally, for FY 2022, DHS is focused on the criticality of information sharing and collaboration to building a national culture of preparedness and protecting against terrorism and other threats to our national security. The threats to our nation have evolved during the past two decades. We now face continuous cyber threats by sophisticated actors, threats to soft targets and crowded places, and threats from domestic violent extremists who currently pose the greatest terrorism threat to the nation¹. Therefore, for FY 2022, DHS has identified six priority areas related to the most serious threats to the nation. Recipients are expected to address those priority areas with their HSGP funds.

b. *Objective*

The objective of the FY 2022 HSGP is to fund SLTT efforts to prevent terrorism and prepare the Nation for threats and hazards that pose the greatest risk to the security of the United States.

c. *Priorities*

SHSP and UASI Funding Priorities

Given the evolving national security threat landscape, DHS/FEMA has evaluated the national risk profile and set priorities that help inform appropriate allocation of scarce security dollars. In assessing the national risk profile for FY 2022, six priority areas attract the most concern. Due to the unique threats that the nation faces in 2022, DHS/FEMA has determined that

¹ Strategic Intelligence Assessment and Data on Domestic Terrorism, Federal Bureau of Investigation and Department of Homeland Security, May 2021.

recipients should allocate a total of 30 percent of their SHSP and UASI award funds across these six priority areas. As indicated below, four of the priorities have minimum spend requirements totaling 12 percent of SHSP and UASI awards. Recipients will have the flexibility to allocate the remaining 18 percent across the priorities. The following are the six priority areas for FY 2022, along with the minimum corresponding percentage of SHSP and UASI funds that each recipient will be required to allocate:

- 1) Enhancing the protection of soft targets/crowded places – 3 percent
- 2) Enhancing information and intelligence sharing and analysis – 3 percent
- 3) Combating domestic violent extremism – 3 percent
- 4) Enhancing cybersecurity – no minimum percent
- 5) Enhancing community preparedness and resilience – 3 percent
- 6) Enhancing election security – no minimum percent

Additional information about these priority areas and how they relate to achieving anti-terrorism capabilities is included in Section D.10.b.II of this NOFO. Failure by a recipient to propose investments and projects that align with the priority areas and spending requirements will result in a recipient having a portion of their SHSP and UASI funds (up to 30 percent) placed on hold until they provide projects that sufficiently align to the National Priority Areas, and total at least the minimum percentages per National Priority Area priority area (as applicable) and overall 30 percent of total SHSP and UASI funds.

A state or high-risk urban area must allocate the remaining 70 percent of their funding to gaps identified through their Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) process.

Likewise, there are several enduring security needs that crosscut the homeland security enterprise to which recipients should consider allocating funding across core capability gaps and national priorities. The following are enduring needs that help recipients implement a comprehensive approach to securing communities:

- 1) Effective planning²
- 2) Training and awareness campaigns
- 3) Equipment and capital projects
- 4) Exercises

The table below provides a breakdown of the FY 2022 SHSP and UASI priorities (the focus of OPSG remains unique to border security), showing the core capabilities enhanced and lifelines supported, as well as examples of eligible project types for each area. A detailed description of allowable investments for each project type is included in the [Preparedness Grants Manual](#). DHS/FEMA anticipates that in future years, national priorities will continue to be included and will be updated as the threats evolve and as capability gaps are closed. Applicants are strongly encouraged to begin planning to sustain existing capabilities through funding mechanisms other than DHS preparedness grants. The example project types in the table below are allowable to prepare for disasters unrelated to acts of terrorism as long as they also help

² Including assessment of critical infrastructure system vulnerabilities and plans to reduce consequences of disruptions, using the Infrastructure Resilience Planning Framework and Regional Resiliency Assessment Methodology produced by the Cybersecurity and Infrastructure Security Agency.

achieve target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.

FY 2022 SHSP and UASI Funding Priorities

Priority Areas	Core Capabilities	Lifelines	Example Project Types
National Priorities			
Enhancing Cybersecurity	• Cybersecurity • Intelligence and information sharing • Planning • Public information and warning • Operational coordination • Screening, search, and detection • Access control and identity verification • Supply chain integrity and security • Risk management for protection programs and activities • Long-term vulnerability reduction • Situational assessment • Infrastructure systems • Operational communications	• Safety and Security	• Cybersecurity risk assessments • Migrating online services to the “.gov” internet domain • Projects that address vulnerabilities identified in cybersecurity risk assessments ○ Improving cybersecurity of critical infrastructure to meet minimum levels identified by the Cybersecurity and Infrastructure Security Agency (CISA), and the National Institute of Standards and Technology Cybersecurity Framework ○ Cybersecurity training and planning
Enhancing the Protection of Soft Targets/ Crowded Places	• Operational coordination • Public information and warning • Intelligence and information sharing • Interdiction and disruption • Screening, search, and detection • Access control and identity verification • Physical protective measures • Risk management for protection programs and activities	• Safety and Security	• Operational overtime • Physical security enhancements ○ Closed-circuit television (CCTV) security cameras ○ Security screening equipment for people and baggage ○ Lighting ○ Access controls ○ Fencing, gates, barriers, etc. • Unmanned aircraft system detection technologies
Enhancing information and intelligence sharing and analysis	• Intelligence and information sharing • Interdiction and disruption • Planning • Public information and warning • Operational coordination • Risk management for protection programs and activities	• Safety and Security	• Fusion center operations (Fusion Center project will be required under this investment, no longer as a stand-alone investment) • Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic entities; and other federal law enforcement and intelligence entities • Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition, assessment, analysis, and mitigation

Priority Areas	Core Capabilities	Lifelines	Example Project Types
			• Identification, assessment, and reporting of threats of violence • Joint intelligence analysis training and planning with DHS officials and other entities designated by DHS
Combating Domestic Violent Extremism	• Interdiction and disruption • Intelligence and information sharing • Planning • Public information and warning • Operational coordination • Risk management for protection programs and activities	• Safety and Security	• Open-source analysis of disinformation and misinformation campaigns, targeted violence and threats to life, including tips/leads, and online/social media-based threats • Sharing and leveraging intelligence and information, including open-source analysis • Execution and management of threat assessment programs to identify, evaluate, and analyze indicators and behaviors indicative of domestic violent extremists • Training and awareness programs (e.g., through social media, suspicious activity reporting [SAR] indicators and behaviors) to help prevent radicalization • Training and awareness programs (e.g., through social media, SAR indicators and behaviors) to educate the public on misinformation and disinformation campaigns and resources to help them identify and report potential instances of domestic violent extremism
Enhancing Community Preparedness and Resilience	• Planning • Public Information and Warning • Community Resilience • Risk Management for Protection Programs and Activities • Mass Care Services • Intelligence and Information Sharing • Risk and Disaster Resilience Assessment • Long Term Vulnerability Reduction	• Safety and Security	• Establish, train, and maintain Community Emergency Response Teams (CERT) and Teen CERT, with a focus on historically underserved communities, including procurement of appropriate tools, equipment and training aides ◦ Local delivery of CERT Train-the-Trainer and CERT Program Manager to build local program training and maintenance capacity • Provide continuity training, such as FEMA's Organizations Preparing for Emergency Needs training, to faith-based organizations, local businesses, and community-based organizations such as homeless shelters, food pantries, nonprofit medical providers and senior care facilities to bolster their resilience to all hazards • Partner with local school districts to deliver the Student Tools for Emergency Planning curriculum or other educational programming to guide students on how to create emergency kits and family communications plans • Partner with key stakeholders to assist with completing the Emergency Financial First Aid Kit or a similar tool to bolster

Priority Areas	Core Capabilities	Lifelines	Example Project Types
			the disaster centric financial resilience of individuals and households • Execute You are the Help Until the Help Arrives workshops in concert with community-based organizations to bolster individual preparedness • Target youth preparedness using FEMA programing such as Prepare with Pedro resources and Ready2Help • Promote community planning, coordination, and integration of children's needs during emergencies through workshops like FEMA's Integrating the Needs of Children • Community Mapping: identify community resources and characteristics in order to identify gaps in resources, identify hazards and vulnerabilities, and inform action to promote resilience • Provide training and awareness programs with key stakeholders (e.g., through social media, community and civic organizations) to educate the public on misinformation and disinformation campaigns to increase individual and community resilience.
Enhancing Election Security	• Cybersecurity • Intelligence and information sharing • Planning • Long-term vulnerability reduction • Situational assessment • Infrastructure systems	• Safety and Security	• Physical security planning support • Physical/site security measures – e.g., locks, shatter proof glass, alarms, etc. • General election security navigator support • Cyber navigator support • Cybersecurity risk assessments, training, and planning • Projects that address vulnerabilities identified in cybersecurity risk assessments • Iterative backups, encrypted backups, network segmentation, software to monitor/scan, and endpoint protection • Distributed Denial Of Service protection • Migrating online services to the “.gov” internet domain
Enduring Needs			
Planning	• Planning • Risk management for protection programs and activities • Risk and disaster resilience assessment • Threats and hazards identification • Operational coordination • Community resilience	• Safety and Security	• Development of: ○ Security Risk Management Plans ○ Threat Mitigation Plans ○ Continuity of Operations Plans ○ Response Plans • Efforts to strengthen governance integration between/among regional partners • Joint training and planning with DHS officials and other entities designated by DHS • Cybersecurity training and planning

Priority Areas	Core Capabilities	Lifelines	Example Project Types
			• Revision of existing plans to strengthen community resilience in underserved communities
Training & Awareness	• Long-term vulnerability reduction • Public information and warning • Operational coordination • Situational assessment • Community resilience	• Safety and Security	• Active shooter training • Intelligence analyst training • SAR and terrorism indicators/behaviors training • Security training for employees • Public awareness/preparedness campaigns • Joint training and planning with DHS officials and other entities designated by DHS • Cybersecurity training and planning • Sharing and leveraging intelligence and information • Targeted outreach and preparedness training for underserved communities in conjunction with community-based organizations
Equipment & Capital Projects	• Long-term vulnerability reduction • Infrastructure systems • Operational communications • Interdiction and disruption • Screening, search and detection • Access control and identity verification • Physical protective measures	• Safety and Security	• Protection of high-risk, high-consequence areas or systems that have been identified through risk assessments • Physical security enhancements ◦ Security cameras (CCTV) ◦ Security screening equipment for people and baggage ◦ Lighting ◦ Access Controls ▪ Fencing, gates, barriers, etc. • Enhancing Weapons of Mass Destruction (WMD) and/or improvised explosive device (IED) prevention, detection, response and recovery capabilities ◦ Chemical/Biological/Radiological/Nuclear/Explosive (CBRNE) detection, prevention, response, and recovery equipment
Exercises	• Long-term vulnerability reduction • Operational coordination • Operational communications • Community resilience	• Safety and Security	• Response exercises, including exercise planning with community-based organizations

For FY 2022, each SHSP and UASI recipient is required to submit an Investment Justification (IJ) for the four National Priority Areas with associated minimum spend requirements. Each of these four investments must also account for at least the relevant minimum percentage (12 percent) of the applicant's SHSP and UASI allocation. State Administrative Agencies (SAAs) may submit complete project-level information at the time of application, including the National Priority Area IJs, but are not required to do so. **As a reminder, all SHSP- and UASI-funded projects must have a demonstrated nexus to achieving target capabilities related to preventing, preparing for, protecting against, and responding to acts of terrorism.** However, such projects may simultaneously support enhanced preparedness for disasters unrelated to acts of terrorism.

DHS/FEMA also requires SHSP and UASI recipients (states, territories, and high-risk urban areas) to complete a THIRA/SPR and prioritize grant funding to support closing capability gaps or sustaining capabilities that address national priorities and/or support enduring needs. Additional information on the THIRA/SPR process, including other National Preparedness System (NPS) tools and resources, can be found at <https://www.fema.gov/national-preparedness-system>. Detailed information on THIRA/SPR timelines and deadlines can be found in the [Preparedness Grants Manual](#).

OPSG Funding Priorities

The table below provides a breakdown of the FY 2022 OPSG funding priority, which remains focused on and unique to border security.

FY 2022 OPSG Funding Priority

Priority Areas	Core Capabilities	Lifelines	Example Project Types
National Priorities			
Enhancing information and intelligence sharing and analysis, and cooperation with federal agencies, including DHS	Intelligence and information sharing	Safety and Security	- Participation in the DHS/ICE 287(g) training program - Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic entities; and other federal law enforcement and intelligence entities - Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition, assessment, analysis, and mitigation - Identification, assessment, and reporting of threats of violence - Joint intelligence analysis training and planning with DHS officials and other entities designated by DHS

For FY 2022, each OPSG applicant is required to clearly articulate and identify how the Concept of Operations addresses the national priority identified above.

11. Performance Measures

Performance metrics for this program:

SHSP and UASI:

- Percentage of funding allocated by the recipient to core capabilities to build or sustain national priorities identified in the section above
- Percentage of funding and projects allocated by the recipient that align to capability gaps identified through the THIRA/SPR process
- Percentage of projects identified by the recipient that address a capability gap in a core capability that has a target(s) rated as high

FEMA will calculate and analyze the above metrics through a review of state/territory and urban area SPR submissions and required programmatic reports.

OPSG:

- Number of contacts that occurred as a result of OPSG deployments
 - Number of arrests that resulted from OPSG contacts
 - Value of drug seizures that resulted from OPSG contacts

B. Federal Award Information

1. Available Funding for the NOFO: \$1,120,000,000

HSGP Programs	FY 2022 Allocation
SHSP	\$415,000,000
UASI	\$615,000,000
OPSG	\$90,000,000
Total	\$1,120,000,000

SHSP Allocations

For FY 2022, DHS/FEMA will award SHSP funds based on DHS/FEMA's relative risk methodology and statutory minimums pursuant to the *Homeland Security Act of 2002*, as amended. **THIRA/SPR results do not impact grant allocations or awards.**

Each state and territory will receive a minimum allocation under the SHSP using thresholds established in the *Homeland Security Act of 2002*, as amended. All 50 States, the District of Columbia, and the Commonwealth of Puerto Rico will receive 0.35 percent of the total funds allocated for grants under Section 2003 and Section 2004 of the *Homeland Security Act of 2002*, as amended. Each of the four territories (American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands) will receive a minimum allocation of 0.08 percent of the total funds allocated for grants under Section 2003 and 2004 of the *Homeland Security Act of 2002*, as amended.

Each state must include a separate IJ for each of the four National Priority Areas with a minimum spend requirement. **All projects related to the minimum spend for the National Priority Area *must* be included in the IJ.** For the National Priority Areas that have a minimum spend percentage requirement, the funding level in each of those National Priority Area investments **must equal or exceed** the percentage for that respective National Priority Area, calculated as a percentage of the state's SHSP allocation in the table below. The funding levels across all six National Priority Areas **must equal or exceed 30 percent** of the total SHSP allocation.

FY 2022 SHSP ALLOCATIONS

State/Territory	FY 2022 Allocation	State/Territory	FY 2022 Allocation
Alabama	\$4,847,500	Montana	\$4,847,500
Alaska	\$4,847,500	Nebraska	\$4,847,500
American Samoa	1,108,000	Nevada	\$4,847,500
Arizona	\$4,847,500	New Hampshire	\$4,847,500
Arkansas	\$4,847,500	New Jersey	\$7,074,841
California	\$57,035,623	New Mexico	\$4,847,500
Colorado	\$4,847,500	New York	\$68,033,267
Connecticut	\$4,847,500	North Carolina	\$5,085,387

State/Territory	FY 2022 Allocation	State/Territory	FY 2022 Allocation
Delaware	\$4,847,500	North Dakota	\$4,847,500
District of Columbia	\$5,085,387	Northern Mariana Islands	\$1,108,000
Florida	\$9,343,905	Ohio	\$6,190,947
Georgia	\$5,288,656	Oklahoma	\$4,847,500
Guam	\$1,108,000	Oregon	\$4,847,500
Hawaii	\$4,847,500	Pennsylvania	\$8,136,252
Idaho	\$4,847,500	Puerto Rico	\$4,847,500
Illinois	\$13,894,910	Rhode Island	\$4,847,500
Indiana	\$4,847,500	South Carolina	\$4,847,500
Iowa	\$4,847,500	South Dakota	\$4,847,500
Kansas	\$4,847,500	Tennessee	\$4,847,500
Kentucky	\$4,847,500	Texas	\$18,210,451
Louisiana	\$4,847,500	U.S. Virgin Islands	\$1,108,000
Maine	\$4,847,500	Utah	\$4,847,500
Maryland	\$7,074,841	Vermont	\$4,847,500
Massachusetts	\$6,190,947	Virginia	\$8,136,252
Michigan	\$5,085,387	Washington	\$6,190,947
Minnesota	\$4,847,500	West Virginia	\$4,847,500
Mississippi	\$4,847,500	Wisconsin	\$4,847,500
Missouri	\$4,847,500	Wyoming	\$4,847,500
Total			\$415,000,000

UASI Allocations

Eligible candidates for the FY 2022 UASI program are identified in the table below. Eligibility has been determined through an analysis of relative risk of terrorism faced by the 100 most populous Metropolitan Statistical Areas (MSAs) in the United States, in accordance with the *Homeland Security Act of 2002*, as amended. Detailed information on MSAs is publicly available from the United States Census Bureau at <https://www.census.gov/programs-surveys/metro-micro.html>. **THIRA/SPR results do not impact grant allocations or awards.**

The following table identifies the UASI allocations for each high-risk urban area based on DHS/FEMA's relative risk methodology pursuant to the *Homeland Security Act of 2002*, as amended.

In its application, each high-risk urban area, through the state, must include a separate IJ for each of the four National Priority Areas with minimum spend requirements. **All projects related to the minimum spend for the National Priority Area *must* be included in the IJ.** For the National Priority Areas that have a minimum spend percentage requirement, the funding level in each of those National Priority Area investments **must equal or exceed** the percentage for that respective National Priority Area, calculated as a percentage of the urban area's UASI allocation in the table below. The funding levels across all six National Priority Areas **must equal or exceed 30 percent** of the total UASI allocation.

FY 2022 UASI ALLOCATIONS

State/Territory	Urban Area	FY 2022 UASI Allocation
Arizona	Phoenix Area	\$5,250,000
California	Anaheim/Santa Ana Area	\$5,250,000
	Bay Area	\$37,049,000
	Los Angeles/Long Beach Area	\$67,182,000
	Riverside Area	\$3,900,000
	Sacramento Area	\$3,800,000
	San Diego Area	\$16,696,000
Colorado	Denver Area	\$3,900,000
District of Columbia	National Capital Region	\$51,127,000
Florida	Miami/Fort Lauderdale Area	\$14,750,000
	Orlando Area	\$3,800,000
	Tampa Area	\$3,800,000
Georgia	Atlanta Area	\$6,700,000
Illinois	Chicago Area	\$67,182,000
Indiana	Indianapolis Area	\$1,500,000
Louisiana	New Orleans Area	\$1,500,000
Maryland	Baltimore Area	\$3,800,000
Massachusetts	Boston Area	\$16,900,000
Michigan	Detroit Area	\$5,250,000
Minnesota	Twin Cities Area	\$5,250,000
Missouri	Kansas City Area	\$1,500,000
	St. Louis Area	\$3,800,000
Nevada	Las Vegas Area	\$5,250,000
New Jersey	Jersey City/Newark Area	\$18,915,000
New York	New York City Area	\$176,599,000
North Carolina	Charlotte Area	\$3,800,000
Ohio	Cincinnati Area	\$1,500,000
	Cleveland Area	\$1,500,000
Oregon	Portland Area	\$3,800,000
Pennsylvania	Philadelphia Area	\$16,900,000
	Pittsburgh Area	\$1,500,000
Texas	Dallas/Fort Worth/Arlington Area	\$16,900,000
	Houston Area	\$24,600,000
	San Antonio Area	\$3,800,000
Virginia	Hampton Roads Area	\$3,800,000
Washington	Seattle Area	\$6,250,000
Total		\$615,000,000

OPSG Allocations

For FY 2022, DHS/FEMA will award OPSG funds based on risk and the anticipated effectiveness of the proposed use of grant funds upon completion of the application review process. The FY 2022 OPSG risk assessment is designed to identify the risk to border security

and to assist with the distribution of funds for the grant program. Funding under OPSG is distributed based on the risk to the security of the border and the effectiveness of the proposed projects. Entities eligible for funding are the state, local, and tribal law enforcement agencies that are located along the border of the United States. DHS/FEMA will make final award determinations based upon a review of the anticipated effectiveness of the state's application as described in Section D, below. **The THIRA/SPR process is not required for OPSG.**

For the purposes of OPSG, the risk is defined as the potential for an adverse outcome assessed as a function of threats, vulnerabilities, and consequences associated with an incident, event, or occurrence.

Based upon ongoing intelligence analysis and extensive security reviews, DHS/CBP continues to focus the bulk of OPSG funds based upon risk analyses. The risk model used to allocate OPSG funds considers the potential risk that certain threats pose to border security and estimates the relative risk faced by a given area. In evaluating risk, DHS/CBP considers intelligence, situational awareness, criminal trends, and statistical data specific to each of the border sectors, and the potential impacts that these threats pose to the security of the border area. For vulnerability and consequence, DHS/CBP considers the expected impact and consequences of successful border events occurring in specific areas.

Threat and vulnerability are evaluated based on specific operational data from DHS/CBP. Threat components present in each of the sectors are used to determine the overall threat score. These components are terrorism, criminal aliens, drug trafficking organizations, and alien smuggling organizations.

Effectiveness of the proposed investments will be evaluated based on the recipient's investment strategy, budget, collaboration, and past performance.

- 2. Projected Number of Awards: 56**
- 3. Period of Performance: 36 months**

Extensions to the period of performance are allowed. For additional information on period of performance extensions, please refer to Section H of this NOFO and the [Preparedness Grants Manual](#).

FEMA awards under most programs, including this program, only include one budget period, so it will be same as the period of performance. *See 2 C.F.R. § 200.1* for definitions of "budget period" and "period of performance."

- 4. Projected Period of Performance Start Date(s): September 1, 2022**
- 5. Projected Period of Performance End Date(s): August 31, 2025**
- 6. Funding Instrument Type: Grant**

C. **Eligibility Information**

1. **Eligible Applicants**

The SAA is the only entity eligible to submit HSGP applications to DHS/FEMA, including those applications submitted on behalf of UASI and OPSG applicants. All 56 states and territories, including any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands, are eligible to apply for SHSP funds. Tribal governments may not apply directly for HSGP funding; however, funding may be available to tribes under SHSP and OPSG through the SAA.

2. **Applicant Eligibility Criteria**

Eligible high-risk urban areas for the FY 2022 UASI program have been determined through an analysis of relative risk of terrorism faced by the 100 most populous MSAs in the United States. Subawards will be made by the SAAs to the designated high-risk urban areas.

In FY 2022, OPSG eligible subrecipients are local units of government at the county level or equivalent level of government and federally recognized tribal governments in states bordering Canada or Mexico and states and territories with international water borders. All applicants must have active ongoing USBP operations coordinated through a CBP sector office to be eligible for OPSG funding.

In FY 2022, OPSG subrecipients eligible to apply for and receive a subaward directly from the SAAs are divided into three Tiers. Tier 1 entities are local units of government at the county level or equivalent and federally recognized tribal governments that are on a physical border in states bordering Canada, states bordering Mexico, and states and territories with international water borders. Tier 2 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 1 county. Tier 3 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 2 eligible subrecipient. The tier structure is only applicable with regard to eligibility. OPSG funding allocations are based on the assessed border security risks as determined by the USBP.

An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: 1) a ***current employee, personnel, official, staff, or leadership*** of the non-federal entity; and 2) ***duly authorized to apply*** for an award on behalf of the non-federal entity at the time of application.

Further, the Authorized Organization Representative (AOR) must be a duly authorized current employee, personnel, official, staff, or leadership of the recipient and ***provide an email address unique to the recipient at the time of application and upon any change in assignment during the period of performance. Consultants or contractors of the recipient are not permitted to be the AOR of the recipient.***

3. **Other Eligibility Criteria**

a. ***National Incident Management System (NIMS) Implementation***

Prior to allocation of any federal preparedness awards, recipients must ensure and maintain adoption and implementation of NIMS. The list of objectives used for progress and achievement reporting is on FEMA's website at <https://www.fema.gov/emergency->

[managers/nims/implementation-training.](#)

Please see the [Preparedness Grants Manual](#) for more information on NIMS.

b. *Emergency Management Assistance Compact (EMAC) Membership*

In support of the National Preparedness Goal (the Goal), SHSP recipients must belong to, be in, or act as a temporary member of EMAC, except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time. All assets supported in part or entirely with FY 2022 HSGP funding must be readily deployable and NIMS-typed, when possible, to support emergency or disaster operations per existing EMAC agreements. In addition, funding may be used for the sustainment of core capabilities that, while they may not be physically deployable, support national response capabilities, such as Geographic/Geospatial Information Systems (GIS), interoperable communications systems, capabilities as defined under the Mitigation Mission Area of the Goal, and fusion centers.

c. *Law Enforcement Terrorism Prevention Activities (LETPA)*

Per section 2006 of the *Homeland Security Act of 2002*, as amended (6 U.S.C. § 607), DHS/FEMA is required to ensure that at least 25 percent of grant funding appropriated for grants awarded under HSGP's authorizing statute are used for LETPAs. ***For FY 2022, DHS/FEMA is requiring that at least 30 percent of grant funding appropriated under HSGP is used for LETPA.*** DHS/FEMA meets this requirement, in part, by requiring all recipients allocate at least **30 percent** of the combined HSGP funds allocated under SHSP and UASI towards LETPAs, as defined in 6 U.S.C. § 607. The LETPA allocation can be from SHSP, UASI, or both. The 30 percent LETPA allocation may be met by funding projects in any combination of the six National Priority Areas identified above and any other investments. The 30 percent LETPA allocation requirement is in addition to the 80 percent pass-through requirement to local units of government and tribes, referenced below. The [Preparedness Grants Manual](#) includes additional information on project selection considerations and allowable activities for LETPA investments.

The [National Prevention Framework](#) describes those activities that should be executed upon the discovery of intelligence or information regarding an imminent threat to the homeland, to thwart an initial or follow-on terrorist attack and provides guidance to ensure the Nation is prepared to identify, prevent, avoid, or stop a threatened or actual act of terrorism. Activities outlined in the National Prevention Framework are eligible for use as LETPA-focused funds. Also, where capabilities are shared with the protection mission area, the National Protection Framework activities are also eligible. All other terrorism prevention activities proposed for funding under LETPA must be approved by the FEMA Administrator.

4. Cost Share or Match

There is no cost share or match requirement for the FY 2022 HSGP.

D. Application and Submission Information

1. Key Dates and Times

a. *Application Start Date:*

May 13, 2022

b. *Application Submission Deadline:*

June 13, 2022 at 5 p.m. ET

All applications **must** be received by the established deadline. The Non-Disaster (ND) Grants System has a date stamp that indicates when an application is submitted. Applicants will receive an electronic message confirming receipt of their submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled “Timely Receipt Requirements and Proof of Timely Submission” in Section D of this NOFO.

FEMA will not review applications that are received after the deadline or consider these late applications for funding. FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant’s control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award. **Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline.** Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. “Timely notification” of FEMA means prior to the application deadline and within 48 hours after the applicant became aware of the issue.

A list of FEMA contacts can be found in Section G of this NOFO, “DHS Awarding Agency Contact Information.” For additional assistance using the ND Grants System, please contact the ND Grants Service Desk at (800) 865-4076 or NDGrants@fema.dhs.gov. The ND Grants Service Desk is available Monday through Friday, 9:00 AM – 6:00 PM Eastern Time (ET). For programmatic or grants management questions, please contact your Program Analyst or Grants Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the Centralized Scheduling and Information Desk (CSID) by phone at (800) 368-6498 or by e-mail at askcsid@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

- c. ***Anticipated Funding Selection Date:*** No later than August 17, 2022
- d. ***Anticipated Award Date:*** No later than September 30, 2022
- e. ***Other Key Dates:***

Event	Suggested Deadline for Completion
Obtaining UEI number	Four weeks before actual submission deadline
Obtaining a valid Employer Identification Number (EIN)	Four weeks before actual submission deadline
Creating an account with login.gov	Four weeks before actual submission deadline
Registering in SAM or Updating SAM registration	Four weeks before actual submission deadline
Registering in Grants.gov	Four weeks before actual submission deadline
Starting application in Grants.gov	One week before actual submission deadline
Submitting the final application in ND Grants	By the submission deadline

2. Agreeing to Terms and Conditions of the Award

By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

3. Address to Request Application Package

See the [Preparedness Grants Manual](#) for requesting and submitting an application.

Initial applications are processed through the [Grants.gov](#) portal. Final applications are completed and submitted through FEMA's Non-Disaster Grants (ND Grants) System. Application forms and instructions are available at Grants.gov. To access these materials, go to <http://www.grants.gov>.

Hard copies of the NOFO can be downloaded at [Grants.gov](#) or obtained via email from the Awarding Office points of contact listed in Section G of this NOFO, "DHS Awarding Agency Contact Information" or by TTY (800) 462-7585.

4. Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

To apply for an award under this program, all applicants must:

- a. Apply for, update, or verify their UEI number and Employer Identification Number (EIN) from the Internal Revenue Service;
- b. In the application, provide an UEI number;
- c. Have an account with [login.gov](#);
- d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
- e. Create a Grants.gov account;
- f. Add a profile to a Grants.gov account;
- g. Establish an Authorized Organizational Representative (AOR) in Grants.gov;
- h. Register in ND Grants
- i. Submit an initial application in Grants.gov;
- j. **Submit the final application in ND Grants, including electronically signing applicable forms; and**
- k. Continue to maintain an active SAM registration with current information at all times during which they have an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on their immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Specific instructions on how to apply for, update, or verify a UEI number or SAM registration or establish an AOR are included below in the steps for applying through Grants.gov.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(iii), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting askcsid@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain an UEI number, if applicable, and complete SAM registration within 30 days of the federal award date.

5. Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity.

For this funding opportunity, FEMA requires applicants to submit initial applications through Grants.gov and a final application through ND Grants.

6. How to Register to Apply through Grants.gov

For information on how to register to apply through Grants.gov, please see the [Preparedness Grants Manual](#).

7. How to Submit an Initial Application to FEMA via Grants.gov

Standard Form 424 (SF-424) is the initial application for this NOFO.

Grants.gov applicants can apply online using a workspace. A workspace is a shared, online environment where members of a grant team may simultaneously access and edit different web forms within an application. For each Notice of Funding Opportunity, applicants can create individual instances of a workspace. Applicants are encouraged to submit their initial applications in Grants.gov at least seven days before the application deadline.

In Grants.gov, applicants need to submit the following forms:

- SF-424, Application for Federal Assistance
- Grants.gov Lobbying Form, Certification Regarding Lobbying

For further information on how to submit an initial application via Grants.gov, please see the [Preparedness Grants Manual](#).

8. Submitting the Final Application in ND Grants

After submitting the initial application in Grants.gov, eligible applicants will be notified by FEMA and asked to proceed with submitting their complete application package in ND Grants. Applicants can register early with ND Grants and are encouraged to begin their ND Grants registration at the time of this announcement or, at the latest, seven days before the application deadline. Early registration will allow applicants to have adequate time to start and complete their applications.

Applicants needing assistance registering for the ND Grants system should contact ndgrants@fema.dhs.gov or (800) 865-4076. For step-by-step directions on using the ND Grants system and other guides, please see <https://www.fema.gov/grants/guidance-tools/non-disaster-grants-management-system>.

In ND Grants, applicants will be prompted to submit the standard application information and any program-specific information required as described in Section D.10 of this NOFO, “Content and Form of Application Submission.” The Standard Forms (SF) are auto generated in ND Grants, but applicants may access these forms in advance through the Forms tab under the [SF-424 family on Grants.gov](https://www.grants.gov/web/grants/forms/sf-424-family.html). Applicants should review these forms before applying to ensure they have all the information required.

For additional application submission requirements, including program-specific requirements, please refer to the subsection titled “Content and Form of Application Submission” under Section D of this NOFO.

9. Timely Receipt Requirements and Proof of Timely Submission

As application submission is a two-step process, the applicant with the AOR role who submitted the application in Grants.gov will receive an acknowledgement of receipt and a tracking number (GRANTXXXXXXXX) from Grants.gov with the successful transmission of its initial application. **This notification does not serve as proof of timely submission, as the application is not complete until it is submitted in ND Grants.** Applicants can also view the ND Grants Agency Tracking Number by accessing the Details tab in the submitted workspace section in Grants.gov, under the Agency Tracking Number column. Should the Agency Tracking Number not appear, the application has not yet migrated from Grants.gov into the ND Grants System. Please allow 24 hours for your ND Grants application tracking number to migrate.

All applications must be received in ND Grants by **5:00 PM ET** on the application deadline date. Proof of timely submission is automatically recorded by ND Grants. An electronic date/timestamp is generated within the system when the application is successfully received by ND Grants. Additionally, the applicant(s) listed as contacts on the application will receive a system-generated email to confirm receipt.

10. Content and Form of Application Submission

a. *Standard Required Application Forms and Information*

The following forms or information are required to be submitted in either Grants.gov or ND Grants. The Standard Forms (SF) are submitted either through Grants.gov, through forms generated in ND Grants, or as an attachment in ND Grants. Applicants may also access the SFs at <https://www.grants.gov/web/grants/forms/sf-424-family.html>.

I. GRANTS.GOV

- **SF-424, Application for Federal Assistance**, initial application submitted through Grants.gov
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**, submitted through Grants.gov

II. ND GRANTS

- **SF-424A, Budget Information (Non-Construction)**, submitted via the forms generated by ND Grants
 - **For construction under an award, submit SF-424C, Budget Information (Construction)**, submitted via the forms generated by ND Grants, in addition to or instead of SF-424A
 - To comply with 2 C.F.R. § 200.402 - 2 C.F.R. § 200.405, HSGP applicants must complete and submit an SF-424A or SF-424C, as appropriate, reflecting cost breakdown per budget cost categories per sub-program (SHSP, UASI, OPSG) and Management and Administration costs as applicable to align with the SHSP and UASI allocations and OPSG requests. The SF-424A or SF-424C with the pre-filled requirements can be found with the HSGP NOFO and associated attachments on grants.gov. Adjustments to the SF-424A or SF-424 C may be required after the FY 2022 OPSG allocations are finalized. GPD Grants Management Specialists will contact applicants for any necessary revisions.
- **SF-424B, Standard Assurances (Non-Construction)**, submitted via the forms generated by ND Grants
 - **For construction under an award, submit SF-424D, Standard Assurances (Construction)**, submitted via the forms generated by ND Grants, in addition to or instead of SF-424B
- **SF-LLL, Disclosure of Lobbying Activities**, submitted via the forms generated by ND Grants
- **Indirect Cost Agreement or Proposal**, submitted as an attachment in ND Grants if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an indirect cost rate agreement or proposal, please see Section D.13 of this NOFO, “Funding Restrictions and Allowable Costs,” for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal might be available or contact the relevant FEMA staff identified in Section G of this NOFO, “DHS Awarding Agency Contact Information” for further instructions.

Generally, applicants have to submit either the non-construction forms (i.e., SF-424A and SF-424B) or construction forms (i.e., SF-424C and SF-424D), meaning that applicants that only have construction work and do not have any non-construction work need only submit the construction forms (i.e., SF-424C and SF-424D) and not the non-construction forms (i.e., SF-424A and SF-424B), and vice versa. However, applicants who have both construction and non-construction work under this program need to submit both the construction and non-construction forms.

b. *Program-Specific Required Forms and Information*

I. IJ DEVELOPMENT: SHSP AND UASI

As part of the FY 2022 HSGP application process for SHSP and UASI funds, applicants must

develop formal IJs that address the proposed investments. Failure to fulfill all of the terms contained in this section will be considered by DHS/FEMA in its evaluation of the effectiveness of the IJs submitted to meet the minimum percent spend requirement for the National Priority Areas. Failure to sufficiently align projects to the National Priority Areas and meet the minimum percent spend requirement will result in funds being placed on hold until those issues are addressed.

FY 2022 SHSP and UASI applications must include one (1) IJ and at least one (1) respective project for each of the four National Priority Areas with a minimum spend requirement (Soft Targets/Crowded Places, Intelligence and Information Sharing, Countering Domestic Violent Extremism, and Community Preparedness and Resilience) identified in this NOFO. Each of these IJs must also meet or exceed the minimum percent spend requirement based on the applicant's SHSP and UASI allocation stated in this NOFO. **All projects associated with the minimum spend of a National Priority Area *must* be submitted in the same IJ.** SAAs may submit complete project-level information at the time of application but are not required to do so at the time of application. However, any SHSP or UASI application that does not include an IJ for each National Priority Area that meets the minimum spend requirement will have that funding placed on hold (up to the National Priority Area minimum percent and up to 30 percent of the total SHSP or UASI allocations) until those IJs and project-level details that sufficiently address the National Priority Areas are received and approved by DHS/FEMA.

Each IJ must *demonstrate* how proposed investments:

- Support terrorism preparedness; and
- Support closing capability gaps or sustaining capabilities identified in the community's THIRA/SPR process.

Each IJ must *explain* how the proposed investments will support the applicant's efforts to:

- Prevent a threatened or an actual act of terrorism;
- Prepare for all hazards and threats, while explaining the nexus to terrorism preparedness;
- Protect citizens, residents, visitors, and assets against the greatest threats and hazards, relating to acts of terrorism; and/or
- Respond quickly and equitably to save lives, protect property and the environment, and meet basic human needs in the aftermath of an act of terrorism or other catastrophic incidents.

If not included in the application, SHSP and UASI recipients must submit complete project-level information for each SHSP and UASI IJ as part of the Biannual Strategy Implementation Report (BSIR) due by January 30, 2022. This includes IJs for the National Priority Areas.

DHS/FEMA will evaluate the effectiveness of the projects submitted in support of the National Priority Areas, either at the time of application or as part of the December 2022 BSIR. DHS/FEMA will not reduce FY 2022 HSGP awards based on the effectiveness review but will work with recipients to ensure compliance with the National Priority Area requirements based on the results of the effectiveness review. Recipients and subrecipients will not be permitted to expend funding under the National Priority Areas until the

effectiveness of the proposed projects has been reviewed and confirmed by FEMA.

II. DEVELOPMENT OF INVESTMENTS AND PROJECTS: SHSP AND UASI

- Applicants must propose at least four and may include up to 12 investments.
- Within each investment, applicants must propose at least one project to describe the activities they plan to implement with SHSP and UASI funds. There is no limit to the number of projects that may be submitted.
- Required National Priority Area IJs must include the name of the priority in the investment name for easy identification.
- All requested funding must be associated with specific projects. For each project, several pieces of information must be provided to submit the project for consideration in the application, including:
 - Project name;
 - Project description;
 - Subrecipient name, if applicable;
 - Recipient type (e.g., state or local);
 - Project location (zip code of the primary location of the project);
 - Primary core capability the project supports;
 - Whether the project activities are shareable and deployable; and
 - Which National Priority Area (if any) the project supports.
- Projects should describe how the proposed investment supports closing capability gaps or sustaining capabilities identified in the THIRA/SPR process.
- FEMA encourages states to use any DHS provided assessments, such as those performed by DHS's Protective Security Advisors and Cybersecurity Advisors, when developing their IJs.

III. NATIONAL PRIORITY AREA INVESTMENTS: SHSP AND UASI

States are encouraged to review the [Strategic Framework for Countering Terrorism and Targeted Violence](#) when developing investments.

• Soft Targets/Crowded Places (3 percent)

Soft targets and crowded places are increasingly appealing to terrorists and other violent extremist actors because of their relative accessibility and the large number of potential targets. This challenge is complicated by the prevalent use of simple tactics and less sophisticated attacks. Segments of our society are inherently open to the general public, and by nature of their purpose do not incorporate strict security measures. Given the increased emphasis by terrorists and other violent extremist actors to leverage less sophisticated methods to inflict harm in public areas, it is vital that the public and private sectors collaborate to enhance security of locations such as transportation centers, parks, restaurants, shopping centers, special event venues, polling places, and similar facilities.

The malicious use of unmanned aircraft systems poses a threat to the safety and security of the American people, communities, and institutions. Technologies to detect or mitigate unmanned aircraft systems are an allowable use under the HSGP in accordance with the Domestic Counter-Unmanned Aircraft Systems (UAS) National Action Plan. Recipients should ensure that, prior to the testing, acquisition, installation, or use of UAS detection and/or mitigation systems, they seek the advice of counsel experienced with both federal and state criminal, surveillance, and communications laws which may apply to the use of such technologies.

Given the increased risk to soft targets and crowded places, at least one investment must be in support of the state's and high-risk urban area's efforts to protect soft targets/crowded places. Additionally, the proposed investment must meet or exceed the FY 2022 national priority percentage for soft targets/crowded places and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. States are also encouraged to engage DHS' Protective Security Advisors' security assessments of soft targets to ensure that recommendations from those assessments are taken into consideration when allocating grant funding.

Additional resources and information regarding securing soft targets and crowded places are available through the [Cybersecurity and Infrastructure Security Agency](#) and the [National Institute of Standards and Technology](#).

- **Information and Intelligence Sharing (3 percent)**

Effective homeland security operations rely on access to, analysis of, and the timely sharing of open source, unclassified, and classified information, suspicious activity reports, tips/leads, and actionable intelligence on indicators and behaviors to accurately identify, assess, and mitigate a wide array of threats against the United States, including terrorism, threats to life, targeted violence, and other threats within the DHS mission space.

Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and operations. A critical and statutorily charged mission of DHS is to deliver intelligence and information to federal, state, local, and tribal governments and private sector partners. Cooperation and information sharing among state, federal, and local partners across all areas of the homeland security enterprise, including counterterrorism – including both international and domestic terrorism, cybersecurity, border security, transnational organized crime, immigration enforcement, economic security, and other areas, while upholding privacy, civil rights and civil liberties protections, is critical to homeland security operations and the prevention of, preparation for, protection against, and response to acts of terrorism, and other threats to life and criminal acts of targeted violence.

Given the importance of information sharing and collaboration to effective homeland security solutions, at least one investment must be in support of the state's and high-risk urban area's efforts to enhance information sharing and cooperation with DHS and other federal agencies. As noted above, this requirement must include at least one dedicated fusion center project. Additional instructions on development of the fusion center project can be found below. Applicants must justify persuasively how they will contribute to the information sharing and collaboration purposes of the investment and a culture of national preparedness. Additionally, the proposed investment must meet or exceed the FY 2022 national priority percentage for information sharing and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Additional resources and information regarding collaboration and information sharing are available through the Department's [Office of Intelligence and Analysis](#).

- **Domestic Violent Extremism (3 percent)**

As stated in the October 2020 DHS Homeland Threat Assessment, domestic violent extremists, including ideologically motivated lone offenders and small groups, present the most persistent and lethal terrorist threat to the Homeland. These violent extremists capitalize on social and political tensions, which have resulted in an elevated threat environment. They utilize social media platforms and other technologies to spread violent extremist ideologies that encourage violence and influence action within the United States. The COVID-19 pandemic has further created an environment that may lead to accelerated mobilization to targeted violence and/or radicalization to domestic terrorism, including leveraging lawful protests to incite violence, intimidate targets, and promote their violent extremist ideologies.

Given the rise of domestic violent extremism in recent years, at least one investment must be in support of the state's and high-risk urban area's efforts to combat the rise, influence, and spread of domestic violent extremism. Additionally, the proposed investment must meet or exceed the FY 2022 national priority percentage for domestic violent extremism and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Additional resources and information regarding domestic violent extremism are available through [Center for Prevention Programs and Partnerships | Homeland Security \(dhs.gov\)](https://www.dhs.gov/center-for-prevention-programs-and-partnerships).

- **Cybersecurity (no minimum percent)**

Today's world is more interconnected than ever before, but with increased connectivity comes increased risk of our adversaries, including terrorists, exploiting cyber vulnerabilities and weaknesses to disrupt our way of life. While not required, applicants are encouraged to submit an investment related to their ongoing or near-term high priority cybersecurity projects. The investment will be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. Cybersecurity investments must support the security and functioning of critical infrastructure and core capabilities as they relate to preventing, preparing for, protecting against, or responding to acts of terrorism. Recipients and subrecipients of FY 2022 HSGP grant awards will be required to complete the 2022 [Nationwide Cybersecurity Review](#) (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO) or equivalent for each recipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2022 NCSR is estimated to be open from October 2022 – February 2023.

The NCSR is an annual requirement for recipients and subrecipients of HSGP funds. Additionally, FEMA recognizes that some subawards will not be issued until after the NCSR has closed. In such cases, such subrecipients will be required to complete the first available NCSR offered after the subaward has been issued by the pass-through entity. Although not required by SLTTs that did not receive HSGP funds, all SLTT agencies with preparedness responsibilities are highly encouraged to participate and complete the NCSR to evaluate their cybersecurity posture. For detailed information and background on the NCSR, please see [IB 439](#).

Additional resources and information regarding cybersecurity are available through the [Cybersecurity and Infrastructure Security Agency](#) and the [National Institute of Standards and Technology](#).

- **Community Preparedness and Resilience (3 percent)**

Community organizations are the backbones of American civic life, both during “blue skies” and in the aftermath of terrorist attacks. Community organizations, such as homeless shelters, food banks, public libraries, faith-based institutions, and nonprofit medical providers must have the capabilities to withstand acts of terrorism and provide essential services, especially to members of underserved communities, in the aftermath of an attack. In addition, individual citizens and volunteer responders, such as Community Emergency Response Teams, are often the first on the scene after a terrorist attack. The ability of these volunteers to provide assistance to their fellow citizens prior to the arrival of professional first responders is paramount to a community’s resilience. FEMA’s [2021 National Household Survey](#) recorded an 11% decline in the number of Americans that have taken at least three preparedness actions to bolster individual and household resilience. In addition, the COVID-19 pandemic has placed a significant burden on community-based organizations such as homeless shelters, food banks, public libraries, faith-based institutions, and nonprofit medical providers to continue to provide key services during and after disasters, including acts of terrorism. This National Priority Area will bolster community preparedness and resilience by investing in local, community-driven capabilities.

Additionally, equity in emergency management requires proactively prioritizing actions that reinforce cultural competency, accessibility, and inclusion, as well as reflect the historical context of specific groups of people. To that end, states, territories, and high-risk urban areas are strongly encouraged to explore how SHSP- and UASI-funded activities can address the needs of underserved, at-risk communities to help ensure consistent and systematic, fair, just, and impartial treatment of all individuals before, during, and after a disaster.

The focus on equity and investing in strategies that meet the needs of underserved communities will strengthen the whole of community system of emergency management. Substantial and ongoing prioritization of, and investment in, underserved communities is essential for the entire system to be effective and efficient. Engaging the whole community requires all members of the community to be part of the emergency management team, including representatives of underserved communities, diverse community members, social and community service groups and institutions, faith-based and disability advocacy groups, academia, professional associations, the private and nonprofit sectors, and government agencies that may not traditionally have been directly involved in emergency management. The whole community includes children; older adults; individuals with disabilities and others with access and functional needs; those from religious, racial, and ethnically diverse backgrounds; people with limited English proficiency; and owners of animals including household pets and service animals.

These factors underpin the requirement that at least one investment must be in support of the state’s and urban area’s efforts to address community preparedness and resilience. Additionally, the proposed investment must meet or exceed the FY 2022 national priority

percentage for community preparedness and resilience and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Additional resources and information regarding community preparedness and resilience are available through [Individuals and Communities | FEMA.gov](#).

- **Election Security (no minimum percent)**

In January 2017, DHS designated the infrastructure used to administer the Nation's elections as critical infrastructure. This designation recognizes that the United States' election infrastructure is of such vital importance to the American way of life that its incapacitation or destruction would have a devastating effect on the country. Securing election infrastructure and ensuring an election free from foreign interference are national security priorities. Threats to election systems are constantly evolving, so defending these systems requires constant vigilance, innovation, and adaptation. As such, while not required, applicants are encouraged to submit an investment related to their election security needs.

If submitted, the investment will be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. **Any activities proposed that could be used to suppress voter registration or turnout will not be approved.**

Additional resources and information regarding election security are available through the [Cybersecurity and Infrastructure Security Agency](#).

IV. DEVELOPMENT OF FUSION CENTER PROJECTS: SHSP AND UASI

Each applicant must identify a fusion center project that will:

- Indicate alignment to a designated Fusion Center; and
- Provide both a brief narrative description and funding itemization for the proposed project activities that directly support the designated fusion center.

The descriptive narrative and the financial itemization should align improvement or sustainment requests with fusion center activities as they relate to the Fusion Center Performance Measures found in the [Preparedness Grants Manual](#).

Sample Fusion Center Funding Itemization

A sample project description and funding itemization are below. For the itemized projects, clearly identify the anticipated fusion center performance improvement or sustainment as a result of the proposed funding.

The X Fusion enhancement project will fund:

- *Salaries, benefits, and training for X number of Fusion Center intelligence analysts*
- *Travel costs associated with fusion center analyst training*
- *This project will directly sustain the Center's current capabilities and performance and directly aligns with performance measures 2022.XXX*
- *We anticipate seeing an improvement in the quality and quantity of analytic production and responses to requests for information as a direct result of the funding of this project*

The funding itemization for a fusion center project should include the amount and percent of each relevant solution area. As an example:

<i>Solution Area and Amount of Proposed Funding</i>		<i>Percent of Proposed Funding</i>
<i>Planning:</i>	<i>\$10,000</i>	<i>2%</i>
<i>Organization:</i>	<i>\$200,000</i>	<i>48%</i>
<i>Equipment:</i>	<i>\$200,000</i>	<i>48%</i>
<i>Training:</i>	<i>\$10,000</i>	<i>2%</i>
<i>Exercises:</i>	<i>\$0</i>	<i>0%</i>
<i>Total:</i>	<i>\$420,000</i>	<i>100%</i>

V. COMPLETING IJS IN THE GRANT REPORTING TOOL (GRT): SHSP AND UASI

In the Related Documents section of the [Grants.gov](https://www.grants.gov) posting, applicants can find the IJ template and instructions for collecting the required information for investments and projects. Additionally, applicants should utilize the Project Worksheet located in [Grants.gov](https://www.grants.gov) posting to assemble the information required for each project, which will facilitate the input of that information into the GRT.

Applicants must ensure the appropriate National Priority Area “Investment Type” (*Overview Tab – Investment Information Section*) is selected for the corresponding National Priority Area.

VI. DEVELOPMENT OF CONCEPT OF OPERATIONS FOR OPSG

As part of the FY 2022 OPSG application process, each eligible local unit of government at the county or federally recognized tribal government level must develop a strategic plan called a Concept of Operations (CONOP)/Application, which is a formal proposal of action to address a specific situation and forms the basis for Operations Orders, in coordination with state and federal law enforcement agencies, to include, but not limited to CBP/USBP. CONOPs that are developed at the county level should be inclusive of city, county, tribal, and other local law enforcement agencies that are eligible to participate in OPSG operational activities, and the CONOP/Application should describe participating agencies in the Executive Summary.

CONOP/Application details should include the names of the agencies, points of contact, and individual funding requests. All CONOPs/Applications must be developed in collaboration with the local USBP sector office, the SAA, and the local unit of government. Requests for funding in CONOPs/Applications must be based on risks and the operational enforcement support requirements of its corresponding USBP Sector, as well as the national priorities identified below. USBP Sector offices will forward the CONOPs to USBP Headquarters for vetting and coordination. Applicants will forward corresponding OPSG Applications to the SAA for submission to FEMA. USBP Headquarters will reconcile all submitted CONOPs with the OPSG Applications. FEMA will review and evaluate all CONOPs and OPSG Applications and funding will be allocated based on the review and selection criteria identified in this NOFO.

OPSG Applicants will be required to clearly articulate and identify how the CONOPs will address the national priority identified below:

- **Information and Intelligence Sharing and Cooperation**

Effective border security operations rely on access to, analysis of, and the timely sharing of open source, unclassified, and classified information, suspicious activity reports, tips/leads, and actionable intelligence on indicators and behaviors to accurately identify, assess, and mitigate a wide array of threats against the United States, including terrorism, threats to life, targeted violence, and other threats within the DHS mission space. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and operations. One critical, statutorily required mission of DHS is to deliver intelligence and information to federal, state, local, and tribal governments and private sector partners. Cooperation and information sharing among state, federal, and local partners across all areas of the homeland security enterprise, including both international and domestic terrorism, cybersecurity, transnational organized crime, economic security, border security, immigration enforcement, and other areas, while upholding privacy, civil rights and civil liberties protections, is critical to homeland security operations and the prevention of, preparation for, protection against, and responding to acts of terrorism, and other threats to life and criminal acts of targeted violence.

Given the importance of information sharing and collaboration to effective homeland security solutions, the CONOP must support the recipient's efforts to enhance information sharing and cooperation with DHS and other federal agencies. Applicants must justify persuasively how they will contribute to the information sharing and collaboration purposes of the OPSG program and a culture of national preparedness.

Additional resources and information regarding collaboration and information sharing are available through the Department's [Office of Intelligence and Analysis](#).

VII. DETAILED Budget

Applicants must provide budget summary worksheets for all funds requested at the time of application. The budget summary worksheets must be complete, reasonable, and cost-effective in relation to the proposed project and should provide the basis of computation of all project-related costs (including management and administrative costs) and any appropriate narrative. FEMA must be able to thoroughly evaluate the projects being submitted based on the information provided. FEMA must be able to determine how much funding is being passed through to subrecipients for each sub-program (UASI, SHSP, OPSG). Consequently, applicants must provide an appropriate level of detail within the budget summary worksheets to clarify what will be purchased and spent. Sample budget summary worksheets are available on the [grants.gov](#) posting for the HSGP in the Related Documents tab and may be used as a guide to assist applicants in the preparation of budgets and budget narratives.

11. Other Submission Requirements

Fusion Center Investments

Of the proposed SHSP- and UASI-funded investments, one single project must be in support of a designated fusion center. Recipients must coordinate with the fusion center when developing a fusion center project prior to submission. See additional information on how to develop the fusion center projects below and in the [Preparedness Grants Manual](#).

Emergency Communications Investments

All emergency communications investments must describe how such activities align with needs identified in their Statewide Communication Interoperability Plan (SCIP). Recipients must coordinate with their Statewide Interoperability Coordinator (SWIC) and/or Statewide Interoperability Governing Body (SIGB) when developing an emergency communications investment prior to submission to ensure the project supports the statewide strategy to improve emergency communications and is compatible and interoperable with surrounding systems. Effective project alignment will require advance coordination with the SWIC and consultation with governing bodies such as the SIGB or Statewide Interoperability Executive Committee (SIEC), as they serve as the primary steering group for the statewide interoperability strategy. Additionally, recipients should consult subject matter experts serving on governance bodies, such as broadband experts, chief information officers, representatives from utilities, or legal and financial experts, when developing proposals. The investment name must include the words “emergency communications” to easily identify any emergency communications investments.

12. Intergovernmental Review

An intergovernmental review may be required. Applicants must contact their state’s Single Point of Contact (SPOC) to comply with the state’s process under Executive Order 12372 (See <https://www.archives.gov/federal-register/codification/executive-order/12372.html>; <https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf>).

13. Funding Restrictions and Allowable Costs

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO, the terms and conditions of the award, or the Preparedness Grants Manual. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. See 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards under most programs, including this program, is the same as the period of performance).

Federal funds made available through this award may be used for the purpose set forth in this NOFO, the [Preparedness Grants Manual](#), and the terms and conditions of the award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other federal awards, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the Federal Government or any other government entity. See the [Preparedness Grants Manual](#) for more information on funding restrictions and allowable costs.

a. *Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services*

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the [John S. McCain National Defense Authorization Act for Fiscal Year 2019 \(FY 2019 NDAA\)](#), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Guidance is available at [Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services \(Interim\) FEMA Policy #405-143-1, or superseding document](#).

Additional guidance is available [Contract Provisions Guide: Navigating Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards \(fema.gov\)](#).

Effective August 13, 2020, FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards to:

- (1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- (3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

I. REPLACEMENT EQUIPMENT AND SERVICES

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO and the [Preparedness Grants Manual](#).

II. DEFINITIONS

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video

surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of “covered telecommunications equipment or services.” *See* 2 C.F.R. § 200.471.

b. *Pre-Award Costs*

Pre-award costs are allowable only with the prior written approval of DHS/FEMA and as included in the award agreement. To request pre-award costs, a written request must be included with the application, signed by the AOR of the entity. The letter must outline what the pre-award costs are for, including a detailed budget break-out of pre-award costs from the post-award costs, and a justification for approval.

c. *Management and Administration (M&A) Costs*

M&A costs are allowed. Recipients may use a maximum of up to 5% of HSGP funds awarded for their M&A, and any funds retained are to be used solely for M&A purposes associated with the HSGP award. Subrecipients may also use a maximum of up to 5% of the funding passed through by the state solely for M&A purposes associated with the HSGP award. M&A activities are those directly relating to the management and administration of HSGP funds, such as financial management and monitoring. M&A expenses must be based on actual expenses or known contractual costs. M&A requests that are simple percentages of the award, without supporting justification, will not be allowed or considered for reimbursement. A maximum of up to five percent of HSGP funds awarded may be retained by the state, and any funds retained are to be used solely for M&A purposes associated with the HSGP award. Subrecipients may also retain a maximum of up to five percent of the funding passed through by the state solely for M&A purposes associated with the HSGP award.

M&A costs are not operational costs. They are the necessary costs incurred in direct support of the grant or as a consequence of the grant and should be allocated across the entire lifecycle of the grant. Examples include preparing and submitting required programmatic and financial reports, establishing and/or maintaining equipment inventory, documenting operational and equipment expenditures for financial accounting purposes, responding to official informational requests from state and federal oversight authorities, including completing the Civil Rights Evaluation Tool as required by DHS, and grant performance measurement or evaluation activities. Please see the [Preparedness Grants Manual](#) for additional information on direct costs.

Recipients or subrecipients may apply or credit M&A funding toward the recipient’s requirement to allocate funding toward the five National Priority Areas. For example, if a recipient spends \$5,000 to manage or administer its funding dedicated toward its soft targets/crowded places investment, the recipient may credit that funding toward its requirement to allocate at least 3 percent of its award to the enhancing the protection of soft targets and crowded places National Priority Area.

A state’s HSGP funds for M&A calculation purposes includes the total of its SHSP, UASI, and OPSG awards. While the SAA may retain up to five percent of this total for M&A, the state must still ensure that all subrecipient award amounts meet the mandatory minimum pass-through requirements that are applicable to each HSGP program. To meet this requirement, the percentage of SHSP and UASI funds passed through to local or tribal jurisdictions must be based on the state’s total HSGP award prior to withholding any M&A.

In retaining these funds, states may retain a maximum of 2.5 percent of the OPSG allocation,

which must be withheld from the pass-through to each subrecipient county or tribe in an equal percentage. The SAA may also retain additional funding from its SHSP award to manage and administer the OPSG award, but that additional amount is also capped at an amount equal to 2.5 percent of the OPSG award. Examples applying this principle:

SAA 1:

Total award: \$6,000,000

SHSP: \$1,000,000 OPSG: \$2,500,000 UASI: \$2,500,000

M&A Maximum: \$300,000 (5 percent of \$6,000,000)

Maximum M&A for SHSP = \$50,000

Maximum M&A for OPSG = \$125,000. Of that amount, \$62,500 (2.5 percent) may be retained from the OPSG allocation, and the other \$62,500 would come from the SHSP allocation. Any amount used to manage and administer OPSG that is charged to SHSP may be above and beyond the \$50,000 available to manage the SHSP allocation.

Maximum M&A for UASI = \$125,000

SAA 2:

Total award: \$4,500,000

SHSP: \$3,500,000 OPSG: \$1,000,000

M&A Maximum: \$225,000 (5 percent of \$4,500,000)

Maximum M&A for SHSP = \$175,000

Maximum M&A for OPSG = \$50,000. Of that amount, \$25,000 (2.5 percent) may be retained from the OPSG allocation, and the other \$25,000 would come from the SHSP allocation. Any amount used to manage and administer OPSG that is charged to SHSP may be above and beyond the \$175,000 available to manage the SHSP allocation.

HSGP recipients are also reminded that any M&A charged to a recipient's or subrecipient's UASI funding must be directly allocable to administration of the UASI grant program and cannot be used to cover M&A costs that are directly allocable to SHSP or OPSG funding. Similarly, any M&A charged to a recipient's or subrecipient's SHSP or OPSG funding cannot be used to cover M&A costs directly allocable to UASI funding.

Please note, [IB 365: Management and Administration Costs in the Homeland Security Grant Program](#) and DHS/FEMA [Policy 207-087-1](#) **do not apply to awards made in FY 2022 under this NOFO**. Please also reference [IB 416](#) for additional clarification on OPSG M&A, but to the extent that there is any conflict between IB 416 and this NOFO, the requirements of this NOFO will apply to FY 2022 awards made under this NOFO.

d. Indirect Facilities & Administrative (F&A) Costs

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the FEMA Grants Management Specialist for further instructions. Applicants who wish to use a cost allocation

plan in lieu of an indirect cost rate must also reach out to the FEMA Grants Management Specialist for further instructions. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon the de minimis rate or cost allocation plan, as applicable.

e. *Funds Transfer Restriction*

The recipient is prohibited from transferring funds between programs (includes SHSP, UASI, and OPSG). Recipients can submit an investment/project where funds come from multiple funding sources (e.g., SHSP and UASI), however, recipients are not allowed to divert funding from one program to another due to the risk-based funding allocations, which were made at the discretion of DHS/FEMA.

f. *Other Direct Costs*

I. PLANNING

Planning costs are allowed under this program. Please see the [Preparedness Grants Manual](#) for more information.

II. ORGANIZATION

Organization costs are allowed under this program. Please see the [Preparedness Grants Manual](#) for more information.

III. EQUIPMENT

Equipment costs are allowed under this program. Please see the [Preparedness Grants Manual](#) for more information.

- **General Purpose Equipment**

HS GP allows expenditures on general purpose equipment if it aligns to and supports one or more core capabilities identified in the Goal and has a nexus to terrorism preparedness. General purpose equipment, like all equipment funded under the HSGP, must be sharable through the EMAC³ and allowable under 6 U.S.C. § 609, and any other applicable provision of the *Homeland Security Act of 2002*, as amended. Examples of such general-purpose equipment may include:

- Law enforcement vehicles;
- Emergency medical services (EMS) equipment and vehicles;
- Fire service equipment and vehicles, to include hose, pump accessories, and foam concentrate for specialized CBRNE response;
- Interoperability of data systems, such as computer aided dispatch (CAD) and record management systems (RMS); and
- Office equipment for staff⁴ engaged in homeland security program activity.

- **Controlled Equipment**

For decades, the federal government has provided equipment to state, local, and tribal law enforcement agencies (LEAs) through federal grants. Some federal grant programs have

³ Except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time.

⁴ This applies to all homeland security personnel and is not limited to M&A staff, and costs are to be captured outside the cap on M&A costs

assisted LEAs as they carry out their critical missions to keep the American people safe. The equipment acquired by LEAs through these programs includes administrative equipment, such as office furniture and computers. Some federal grant programs also may include military and military-styled equipment, firearms, and tactical vehicles provided by the federal government, including property covered under 22 C.F.R. Part 121 and 15 C.F.R. Part 774 (collectively, "controlled equipment").

However, not all equipment that is considered controlled equipment is allowable under the HSGP. As discussed below, certain equipment is "prohibited" and is not allowable under HSGP. For some controlled equipment that is allowable under the HSGP, additional documentation, justifications, reviews, and approvals are required, including but not limited to proof of policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties.

DHS/FEMA will continue to collaborate with federal agency partners to ensure that there is a consistent and reasonable approach to the restrictions placed on controlled equipment expenditures while continuing to support these investments when there is a justifiable need. Further, DHS/FEMA will continue to maintain an awareness of the evolving policy developments related to controlled equipment expenditures and keep grant recipients up to date on future developments.

Grant funds under this program may not be used for the purchase of equipment not approved by DHS/FEMA. The purchase of tracked armored vehicles, camouflage uniforms, weapons and weapons accessories, including ammunition, is not allowed with HSGP funds. Grant funds under this program must also comply with [IB 426](#) and may not be used for the purchase of the following equipment: 1) firearms; 2) ammunition; 3) grenade launchers; 4) bayonets; or 5) weaponized aircraft, vessels, or vehicles of any kind with weapons installed.

IV. TRAINING

Training costs are allowed under this program. Please see the [Preparedness Grants Manual](#) for more information.

V. EXERCISES

Exercise costs are allowed under this program. Please see the [Preparedness Grants Manual](#) for more information.

VI. PERSONNEL

Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, organization, training, exercise, and equipment activities. Under OPSG, overtime costs are allowable only in so far as they meet the intent of the program. All recipients and subrecipients of HSGP funds, including SHSP, UASI, and OPSG allocations, may not use more than 50 percent of their awards to pay for personnel activities unless a waiver is approved by FEMA. For more information on the 50 percent personnel cap, please see FEMA [IB 421b](#), Clarification on the *Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008* (Public Law 110-412) – the PRICE Act. Please see the [Preparedness Grants Manual](#) for more information.

VII. OPERATIONAL OVERTIME

Operational overtime costs are allowed under this program. Prior to use of funds for

operational overtime, recipients must receive approval from DHS/FEMA. Operational overtime costs are also subject to the 50 percent personnel cap. Please see the [Preparedness Grants Manual](#) for more information.

VIII. TRAVEL

Domestic travel costs are allowed under this program, as provided for in this NOFO and in the [Preparedness Grants Manual](#). International travel is not an allowable cost under this program unless approved in advance by DHS/FEMA.

IX. CONSTRUCTION AND RENOVATION

Construction and renovation costs to achieve capability targets related to preventing, preparing for, protecting against, or responding to acts of terrorism are allowed under this program. For construction and renovation costs to be allowed, they must be specifically approved by DHS/FEMA in writing prior to the use of any program funds. Applicants must use the Environmental Planning and Historical Preservation (EHP) approval process. Limits on the total amount of grant funding that may be used for construction or renovation may apply. Additionally, recipients are required to submit [SF-424C and SF-424D](#). Please see the [Preparedness Grants Manual](#) for more information.

X. MAINTENANCE AND SUSTAINMENT

Maintenance- and sustainment-related costs, such as maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees, are allowable. Please see the [Preparedness Grants Manual](#) for more information.

XI. CRITICAL EMERGENCY SUPPLIES

Critical emergency supplies are allowed under this program. Please see the [Preparedness Grants Manual](#) for more information.

XII. SECURE IDENTIFICATION

Secure Identification costs are allowed under this program. Please see the [Preparedness Grants Manual](#) for more information.

Allowable Cost Matrix

The following matrix provides allowable cost activities that fall under each of the cost categories noted above. Recipients and subrecipients must follow all applicable requirements in 2 C.F.R. Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. HSGP funds may be used to cover the costs for evaluating the impact of these grants on the state or urban area's core capabilities and capability gaps. This list is not exhaustive, therefore, if there are any questions regarding allowable costs, please contact the appropriate HQ FEMA Preparedness Officer. For additional information on allowable costs, see the [Preparedness Grants Manual](#).

Allowable Program Activities	SHSP	UASI	OPSG
Allowable Planning Costs			
Developing hazard/threat-specific annexes	Y	Y	N
Developing and implementing homeland security support programs and adopting ongoing DHS/FEMA national initiatives	Y	Y	N
Developing related terrorism and other catastrophic event prevention activities	Y	Y	N

Allowable Program Activities	SHSP	UASI	OPSG
Developing and enhancing plans and protocols	Y	Y	N
Developing or conducting assessments	Y	Y	N
Hiring of full- or part-time staff or contract/consultants to assist with planning, engagement, and volunteer management activities	Y	Y	N
Materials required to conduct planning, engagement, and volunteer management activities	Y	Y	N
Travel/per diem related to planning, engagement, and volunteer management activities	Y	Y	Y
Overtime and backfill costs (in accordance with operational Cost Guidance)	Y	Y	Y
Issuance of Western Hemisphere Travel Initiative-compliant Tribal identification cards	Y	N	N
Activities to achieve planning inclusive of people with disabilities and others with access and functional needs and limited English proficiency.	Y	Y	N
Coordination with Citizen Corps Councils for public information/education and development of volunteer programs	Y	Y	N
Coordination and material support to Citizen Corps Councils and local firehouses for the establishment, training and maintenance of CERTs	Y	Y	N
Update governance structures and processes and plans for emergency communications	Y	Y	N
Development, and review and revision of continuity of operations plans	Y	Y	N
Development, and review and revision of the THIRA/SPR continuity of operations plans	Y	Y	N
Developing or conducting equity assessments to address planning and preparedness disparities for historically underserved communities	Y	Y	N
Allowable Organizational Activities			
Note: Personnel hiring, overtime, and backfill expenses are permitted under this grant only to the extent that such expenses are for the allowable activities within the scope of the grant.			
Program management	Y	Y	N
Development of whole community partnerships	Y	Y	N
Structures and mechanisms for information sharing between the public and private sector	Y	Y	N
Implementing models, programs, and workforce enhancement initiatives	Y	Y	N
Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors	Y	Y	N
Operational support	Y	Y	N
Utilization of standardized resource management concepts	Y	Y	N
Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS), or needs in resulting from a National Special Security Event	Y	Y	N
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50 percent of the allocation)	Y	Y	Y
Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)	Y	Y	Y
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50 percent of the allocation).	Y	Y	Y
Hiring or maintaining staff positions/contractors/consultants at SLTT levels to deliver community preparedness training, resources and material to schools, community-based organizations, faith-based institutions and local businesses.	Y	Y	N
Hiring or maintaining staff positions/contractors/consultants to create, support and maintain CERT or Teen CERT	Y	Y	N
Cost of migrating online services to the “.gov” domain	Y	Y	N

Allowable Program Activities	SHSP	UASI	OPSG
Allowable Equipment Categories			
Personal Protective Equipment	Y	Y	Y
Allowable Equipment Categories			
Explosive Device Mitigation and Remediation Equipment	Y	Y	N
CBRNE Operational Search and Rescue Equipment	Y	Y	N
Information Technology	Y	Y	Y
Cybersecurity Enhancement Equipment	Y	Y	N
Interoperable Communications Equipment	Y	Y	Y
Detection	Y	Y	Y
Decontamination	Y	Y	N
Medical countermeasures	Y	Y	Y
Power (e.g., generators, batteries, power cells)	Y	Y	Y
CBRNE Reference Materials	Y	Y	N
CBRNE Incident Response Vehicles	Y	Y	N
Terrorism Incident Prevention Equipment	Y	Y	Y
Physical Security Enhancement Equipment	Y	Y	Y
Inspection and Screening Systems	Y	Y	Y
Animal Care and Foreign Animal Disease	Y	Y	N
CBRNE Prevention and Response Watercraft	Y	Y	N
CBRNE Prevention and Response Unmanned Aircraft	Y	Y	N
CBRNE Aviation Equipment	Y	Y	N
CBRNE Logistical Support Equipment	Y	Y	N
Intervention Equipment (e.g., tactical entry, crime scene processing)	Y	Y	Y
Critical emergency supplies	Y	Y	N
Vehicle acquisition, lease, and rental	N	N	Y
Other Authorized Equipment	Y	Y	Y
Allowable Training Costs			
Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes	Y	Y	N
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training	Y	Y	N
Training workshops and conferences	Y	Y	Y
Activities to achieve training inclusive of people with disabilities and others with access and functional needs and limited English proficiency	Y	Y	N
Full- or part-time staff or contractors/consultants	Y	Y	Y
Travel	Y	Y	Y
Supplies	Y	Y	N
Instructor certification/re-certification	Y	Y	N
Coordination with Citizen Corps Councils and CERT in conducting training exercises	Y	Y	N
Preparedness training for community preparedness initiatives and programs	Y	Y	N
Interoperable communications training	Y	Y	N
Activities to achieve planning inclusive of people with limited English proficiency	Y	Y	N
Immigration enforcement training	Y	Y	Y
Allowable Exercise Related Costs			
Design, Develop, Conduct, and Evaluate an Exercise	Y	Y	N
Full- or part-time staff or contractors/consultants	Y	Y	N
Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA exercises	Y	Y	N
Implementation of HSEEP	Y	Y	N
Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs	Y	Y	N

Allowable Program Activities	SHSP	UASI	OPSG
Travel	Y	Y	N
Supplies	Y	Y	N
Interoperable communications exercises	Y	Y	N
Allowable Exercise Related Costs			
Activities to achieve planning inclusive of people with limited English proficiency	Y	Y	N
Allowable M&A Costs			
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, and compliance with reporting and data collection requirements	Y	Y	Y
Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls	Y	Y	Y
Overtime and backfill costs	Y	Y	Y
Travel	Y	Y	Y
Meeting related expenses	Y	Y	Y
Authorized office equipment	Y	Y	Y
Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program	Y	Y	N
Leasing or renting of space for newly hired personnel during the period of performance of the grant program	Y	Y	N
Completing the Civil Rights Evaluation Tool	Y	Y	Y
Conducting activities related to evaluating project effectiveness for HSGP-funded projects	Y	Y	Y
LETPA Costs			
Integration and interoperability of systems and data, such as CAD and RMS, to facilitate the collection,	Y	Y	N
Maturation, enhancement, and sustainment of designated state and major Urban Area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and intelligence analyst training and salaries (subject to certain conditions)	Y	Y	N
Regional counterterrorism training programs for small, medium, and large jurisdictions to exchange information and discuss the current threat environment, lessons learned, and best practices to help prevent, protect against, and mitigate acts of terrorism	Y	Y	N
Coordination of regional full-scale training exercises (federal, state, and local law enforcement participation) focused on terrorism-related events	Y	Y	N
Law enforcement Chemical, Biological, Radiological, Nuclear, and high yield Explosives detection and response capabilities, such as bomb detection/disposal capability development, sustainment, or enhancement, including canine teams, robotics platforms, and x-ray technology	Y	Y	N
Coordination between fusion centers and other operational analytic, and investigative efforts	Y	Y	N
Implementation, maintenance, and sustainment of the Nationwide Suspicious Activity Reporting Initiative	Y	Y	N
Implementation of the "If You See Something, Say Something®" campaign	Y	Y	N
Increase physical security, through law enforcement personnel and other protective measures, by implementing preventive and protective measures at critical infrastructure locations	Y	Y	N

E. Application Review Information

1. Application Evaluation Criteria

a. Programmatic Criteria

I. RISK METHODOLOGY

The risk methodology determines the relative risk of terrorism faced by a given area considering the potential risk of terrorism to people, critical infrastructure, and economic security. The analysis includes, but is not limited to, threats from violent domestic extremists, international terrorist groups, and individuals inspired by terrorists abroad. See the [Preparedness Grants Manual](#) for additional information on the risk methodology.

NOTE: The THIRA/SPR process is separate from the risk methodology and its results do not affect grant allocations.

The Risk Methodology is used to inform allocations under HSGP. For more information on the SHSP, UASI, and OPSG allocation processes, please see Section B.1 of this NOFO, “Available Funding for the NOFO.”

II. APPLICATION EVALUATION CRITERIA

FEMA will evaluate the FY 2022 HSGP applications for completeness, adherence to programmatic guidelines, and anticipated effectiveness of the proposed investments. FEMA’s review will include verification that each IJ and project:

- Aligns with at least one core capability identified in the Goal;
- Demonstrates how investments support closing capability gaps or sustaining capabilities identified in the THIRA/SPR process; and
- Supports a NIMS-typed resource and whether those assets are deployable/shareable to support emergency or disaster operations per existing EMAC agreements.

In addition to the above, FEMA will evaluate whether proposed projects are: 1) both feasible and effective at reducing the risks for which the project was designed; and 2) able to be fully completed within the three-year period of performance. FEMA will use the information provided in the application and after the submission of the first BSIR to determine the feasibility and effectiveness of a grant project. To that end, IJs should include:

- An explanation of how the proposed project(s) will achieve objectives as identified in the SPR, including expected long-term impact where applicable, and which core capability gap(s) it helps to close and how;
- A summary of the status of planning and design efforts accomplished to date (e.g., included in a capital improvement plan); and
- A project schedule with clear milestones.

Recipients are expected to conform, as applicable, with accepted engineering practices, established codes, standards, modeling techniques, and best practices, and participate in the development of case studies demonstrating the effective use of grant funds, as requested.

FEMA will also review any submitted National Priority Area-aligned IJs and projects to ensure they meet the minimum spend requirements. Additional information on how the National Priority Area IJs and projects will be reviewed for effectiveness is included in the Review and Selection Process section below.

b. *Financial Integrity Criteria*

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as enacted by the

Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or financial integrity information, including whether the applicant is suspended or debarred. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

- i. Financial stability.
- ii. Quality of management systems and ability to meet management standards.
- iii. History of performance in managing federal award.
- iv. Reports and findings from audits.
- v. Ability to effectively implement statutory, regulatory, or other requirements.

c. *Supplemental Financial Integrity Criteria and Review*

Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently \$250,000:

- i. FEMA is required to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the [Federal Awardee Performance and Integrity Information System](#) (FAPIIS).
- ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
- iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

2. Review and Selection Process

a. *SHSP and UASI*

All proposed investments will undergo a federal review by DHS/FEMA to verify compliance with all administrative and eligibility criteria identified in the NOFO. The federal review will be conducted by FEMA HQ Preparedness Officers. FEMA HQ Preparedness Officers will use a checklist to verify compliance with all administrative and eligibility criteria identified in the NOFO. Recipients must be able to demonstrate how investments support closing capability gaps or sustaining capabilities identified in the THIRA/SPR process. IJs will be reviewed at both the investment and project level.

Emergency communications investments will be jointly reviewed by FEMA and the DHS Emergency Communications Division (ECD) to verify compliance with SAFECOM guidance. FEMA and ECD will coordinate directly with the recipient on any compliance concerns and will provide technical assistance as necessary to help ensure full compliance.

Additional Effectiveness Evaluation Criteria for the National Priority Areas

FEMA will evaluate the FY 2022 HSGP IJs and projects submitted in support of the National Priority Areas for anticipated effectiveness. FEMA's review will include verification that each IJ or project meets the National Priority Area required spend percentages.

Cybersecurity investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

Soft Targets/Crowded Places investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

Information Sharing and Cooperation Investments will be reviewed by DHS/FEMA, DHS Office of Intelligence and Analysis, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

For additional information on Fusion Center requirements, please see the [Preparedness Grants Manual](#).

Domestic violent extremism investments will be reviewed by DHS/FEMA, DHS Office of Intelligence and Analysis, DHS Center for Prevention Programs and Partnerships, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the scoring criteria set forth in this NOFO.

Community preparedness and resilience investments will be reviewed by DHS/FEMA and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the scoring criteria set forth in this NOFO.

Election security investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the scoring criteria set forth in this NOFO.

FEMA will determine whether the proposed approach is clear, logical, and reasonable to address the priority areas of interest and contribute to a culture of national preparedness. This includes factors such as the objectives and strategies proposed to address the priority area, how the objectives and strategies overcome legal, political, or practical obstacles to reduce overall risk, the process and criteria to select additional relevant projects, and the approach to monitor awards to satisfy the funding percentage allocations.

For applicants that elect to submit IJs and project-level details for the National Priority Areas at the time of application, effectiveness will be evaluated prior to award. If the projects are found to not sufficiently align with the National Priority Area(s), applicants may have funds placed on hold (up to 30 percent) until the projects are revised to satisfactorily address the

National Priority Areas.

For applicants that elect to submit IJs and project-level details for the National Priority Areas as part of the December 2022 BSIR, they will have funds placed on hold in the amount of 30 percent. The hold will be released only after their December 2022 BSIR submission has been reviewed, and projects related to the National Priority Areas deemed in alignment by DHS/FEMA.

SAAs are still required to meet pass-through requirements even if funds are on hold related to the National Priority Areas.

To that end, IJs should include:

- How the proposed investment addresses the National Priority Area;
- An explanation of how the proposed projects were selected and will achieve objectives and strategies to build or sustain the core capability gaps identified in the SPR, including expected long-term impact where applicable;
- A summary of the collaboration efforts to prevent, prepare for, protect against, and respond to acts of terrorism as well as anticipated outcomes of the project.

For FY 2022 SHSP and UASI investments and projects related to the National Priority Areas, effectiveness will be evaluated based on the following five factors:

- Investment Strategy (40%): Proposals will be evaluated based on the quality and extent to which applicants describe an effective strategy that demonstrates that proposed projects support the program objective of preventing, preparing for, protecting against, and responding to acts of terrorism, to meet its target capabilities, and otherwise reduce the overall risk to the high-risk urban area, the state, or the Nation.
- Budget (20%): Proposals will be evaluated based on the extent to which applicants describe a budget plan for each investment demonstrating how the applicant will maximize cost effectiveness of grant expenditures.
- Impact/Outcomes (40%): Proposals will be evaluated on how this investment helps the jurisdiction close capability gaps identified in its SPR and addresses the relevant National Priority Area outlined in this NOFO. Further, proposals will be evaluated on their identification and estimated improvement of core capability(ies), the associated standardized target(s) that align with their proposed investment, and the ways in which the applicant will measure and/or evaluate improvement.
- Past Performance (additional consideration): Proposals will be evaluated based on the applicants demonstrated capability to execute the proposed investments. In evaluating applicants under this factor FEMA will consider the information provided by the applicant and may also consider relevant information from other sources.

b. *OPSG*

Applications will be reviewed by the SAA and USBP Sector Headquarters for completeness and adherence to programmatic guidelines and evaluated for anticipated feasibility, need, and impact of the Operations Orders. For more information on Operations Orders and other requirements of OPSG, see the [Preparedness Grants Manual](#).

DHS/FEMA will verify compliance with all administrative and eligibility criteria identified in the NOFO and required submission of Operations Orders and Inventory of Operations Orders by the established due dates. DHS/FEMA and USBP will use the results of both the risk analysis and the federal review by DHS/FEMA to make recommendations for funding to the Secretary of Homeland Security.

FY 2022 OPSG funds will be allocated among the eligible jurisdictions based on risk-based prioritization using the OPSG Risk Assessment described above. Final funding allocations are determined by the Secretary of Homeland Security, who may consider information and input from various law enforcement offices or subject-matter experts within the Department. Factors considered include, but are not limited to threat, vulnerability, miles of the border, and other border-specific law enforcement intelligence, as well as the feasibility of FY 2022 Operations Orders to designated localities within border states and territories.

F. Federal Award Administration Information

1. Notice of Award

Before accepting the award, the AOR and recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all conditions in this NOFO and the [Preparedness Grants Manual](#) as well as any specific terms and conditions in the Notice of Award to receive an award under this program.**

See the [Preparedness Grants Manual](#) for information on Notice of Award.

2. Pass-Through Requirements

Awards made to the SAA for HSGP carry additional **statutorily mandated** pass-through requirements. Pass-through is defined as an obligation on the part of the SAA to make funds available to local units of government, combinations of local units, tribal governments, or other specific groups or organizations. These entities are defined at 6 U.S.C. § 101(13) as:

- A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government.
- An Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation.
- A rural community, unincorporated town or village, or other public entity.

Four criteria must be met to pass-through grant funds:

- The SAA must make a firm written commitment to passing through grant funds to subrecipients;
- The SAA's commitment must be unconditional (i.e., no contingencies for the availability of SAA funds);
- There must be documentary evidence (i.e., award document, terms, and conditions) of the commitment; and
- The award terms must be communicated to the subrecipient.

Timing and Amount

The SAA must pass-through at least 80 percent of the funds awarded under SHSP and UASI to the above-defined local or tribal units of government within 45 calendar days of receipt of the funds. “Receipt of the funds” occurs either when the SAA accepts the award or 15 calendar days after the SAA receives notice of the award, whichever is earlier.

SAAAs are sent notification of HSGP awards via the GPD’s ND Grants system. If an SAA accepts its award within 15 calendar days of receiving notice of the award in the ND Grants system, the 45 calendar days pass-through period will start on the date the SAA accepted the award. Should an SAA not accept the HSGP award within 15 calendar days of receiving notice of the award in the ND Grants system, the 45 calendar days pass-through period will begin 15 calendar days after the award notification is sent to the SAA via the ND Grants system.

It is important to note that the period of performance start date does not directly affect the start of the 45 calendar days pass-through period. For example, an SAA may receive notice of the HSGP award on August 25, 2022, while the period of performance dates for that award are September 1, 2022, through August 31, 2025. In this example, the 45-day pass-through period will begin on the date the SAA accepts the HSGP award or September 9, 2022 (15 calendar days after the SAA was notified of the award), whichever date occurs first. The period of performance start date of September 1, 2022, would not affect the timing of meeting the 45-calendar day pass-through requirement.

Other SHSP and UASI Pass-Through Requirements

The signatory authority of the SAA must certify in writing to DHS/FEMA that pass-through requirements have been met. **A letter of intent (or equivalent) to distribute funds is not considered sufficient.** A letter of intent is not a firm commitment and if issued before FEMA makes the award, then a letter of intent is also not unconditional since it is inherently conditioned on receipt of funds.

The pass-through requirement does not apply to SHSP awards made to the District of Columbia, Guam, American Samoa, the U.S. Virgin Islands, or the Commonwealth of the Northern Mariana Islands. **The Commonwealth of Puerto Rico is required to comply with the pass-through requirement**, and its SAA must also obligate at least 80 percent of the funds to local units of government within 45 calendar days of receipt of the funds.

Under SHSP, the SAA may retain more than 20 percent of funding for expenditures made by the state on behalf of the local unit(s) of government, such as expenditures by the state in order to pass through goods or services to local unit(s) of government in lieu of cash. This may occur only with the written consent, such as a Memorandum of Understanding, between the SAA and the local unit(s) of government. Separate written consent is necessary for each local unit of government in which more than 20 percent of funding is retained on their behalf by the state. The written consent must specify the amount of funds to be retained and the intended use of funds, including whether any goods or services will be passed through in lieu of cash. It must also be signed by authorized representatives of both the state and the local unit of government.

States shall review their written consent agreements yearly and ensure that they are still valid. If a written consent agreement is already in place from previous fiscal years, DHS/FEMA will continue to recognize it for FY 2022, unless the written consent review indicates the local government is no longer in agreement. If modifications to the existing agreement are

necessary, the SAA should contact their assigned FEMA HQ Preparedness Officer.

However, even if a written consent agreement is in place from previous fiscal years, **the SAA must still initially carry out the pass-through documentation for its FY 2022 award and comply with the four pass-through criteria described above before the written consent agreement can take effect for purposes of the FY 2022 funding.**

Additional OPSG Requirements

The recipient is prohibited from obligating or expending funds provided through this award until each unique and specific county-level or equivalent Operational Order/Fragmentary Operations Order budget has been reviewed and approved through an official electronic mail notice issued by DHS/FEMA removing this special programmatic condition.

3. Administrative and National Policy Requirements

In addition to the requirements in this section and elsewhere in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

In addition to the information regarding DHS Standard Terms and Conditions and Ensuring the Protection of Civil Rights, see the [Preparedness Grants Manual](#) for additional information on administrative and national policy requirements, including the following:

- Environmental Planning and Historic Preservation (EHP) Compliance
- FirstNet
- National Incident Management System (NIMS) Implementation
- [SAFECOM Guidance on Emergency Communications Grants](#)

a. *DHS Standard Terms and Conditions*

All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at: [DHS Standard Terms and Conditions](#).

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. What terms and conditions will apply for the award will be clearly stated in the award package at the time of award.

b. *Ensuring the Protection of Civil Rights*

As the Nation works towards achieving the [National Preparedness Goal](#), it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving [federal financial assistance](#) from FEMA.

Recipients must complete the [DHS Civil Rights Evaluation Tool](#) within 30 days of receipt of the Notice of Award. Information about this requirement and a fuller list of the civil rights

provisions that apply to recipients can be found in the [DHS Standard Terms and Conditions of Award](#). Additional information on civil rights provisions is available at <https://www.dhs.gov/civil-rights-resources-recipients-dhs-financial-assistance> and <https://www.fema.gov/about/offices/equal-rights/civil-rights>.

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7.

In accordance with civil rights laws and regulations, recipients and subrecipients must ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

c. *Environmental Planning and Historic Preservation (EHP) Compliance*

As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, Executive Orders, regulations, and policies, as applicable.

FEMA grant funding for new construction or substantial improvement must comply with [Executive Order \(EO\) 14030, Climate-Related Financial Risk](#) and applicable FEMA implementing policies in place at the time of disbursement, including [FEMA Policy #-206-21-0003, Partial Implementation of the Federal Flood Risk Management Standard for Hazard Mitigation Assistance Programs \(Interim\) \(fema.gov\)](#) or superseding policies.

Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description along with any supporting documentation requested by FEMA in order to determine whether the proposed project has the potential to impact environmental resources or historic properties.

In some cases, FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not in compliance with applicable EHP laws, Executive Orders, regulations, and policies.

DHS and FEMA EHP policy is found in directives and instructions available on the [FEMA.gov EHP page](#), the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP regulations and Executive Orders.

The GPD EHP screening form is located at <https://www.fema.gov/media-library/assets/documents/90195>. Additionally, all recipients under this funding opportunity are required to comply with the FEMA GPD EHP Policy Guidance, FEMA Policy #108-023-1, available at <https://www.fema.gov/media-library/assets/documents/85376>.

d. *Emergency Communications Investments*

If an entity uses HSGP funding to support emergency communications investments, the following requirements shall apply to all such grant-funded communications investments in support of the emergency communications priorities and recognized best practices:

- The signatory authority for the SAA must certify in writing to DHS/FEMA their compliance with the [SAFECON Guidance on Emergency Communications Grants](#). The certification letter should be coordinated with the SWIC for each state and must be uploaded to ND Grants at the time of the first Program Performance Report submission.
- All states and territories must designate a full-time SWIC who has the authority and resources to actively improve interoperability with emergency management and response agencies across all levels of government, to include establishing statewide plans, policies, and procedures, and coordinating decisions on communications investments funded through federal grants. Note that the designated full-time SWIC may also be the state's or territory's cybersecurity point of contact. SWIC status information will be maintained by CISA and will be verified by FEMA GPD through programmatic monitoring activities.
- By the period of performance end date, all states and territories must update the SCIP, with a focus on communications resilience/continuity, to include assessment and mitigation of all potential risks identified in the SCIP: natural disasters, accidental damage (human failures), intentional damage (sabotage, terrorism), cybersecurity, etc. Following the initial update, the SCIP should be updated on an annual basis. SCIP status information will be maintained by CISA and will be verified by FEMA GPD through programmatic monitoring activities.

All states and territories must test their emergency communications capabilities and procedures (as outlined in their operational communications plans) in conjunction with regularly planned exercises (separate/addition emergency communications exercises are not required). Exercises should be used to both demonstrate and validate skills learned in training and to identify gaps in capabilities. Resilience and continuity of communications should be tested during training and exercises to the greatest extent possible. Further, exercises should include participants from multiple jurisdictions, disciplines, and levels of government and include emergency management, emergency medical services, law enforcement, interoperability coordinators, public health officials, hospital officials, officials from colleges and universities, and other disciplines and private sector entities, as appropriate. Findings from exercises should be used to update programs to address gaps in emergency communications as well as emerging technologies, policies, and partners. Recipients are encouraged to increase awareness and availability of emergency communications exercise opportunities across all levels of government.

States, territories, and other eligible grant recipients are advised that HSGP funding may be used to support communications planning (including the cost of hiring a SWIC, participation in governance bodies and requirements delineated above), training, exercises, and equipment costs. Costs for transitioning to the FirstNet network may also be eligible. More information regarding FirstNet can be found in the [Preparedness Grants Manual](#).

4. Reporting

Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports

are delinquent.

See the [Preparedness Grants Manual](#) for information on reporting requirements.

5. Monitoring and Oversight

Per 2 C.F.R. § 200.337, FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or desk reviews, FEMA will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients must respond in a timely and accurate manner to FEMA requests for information relating to the award.

See the [Preparedness Grants Manual](#) for information on monitoring and oversight.

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information

a. *Program Office Contact*

FEMA has assigned state-specific Preparedness Officers for the HSGP. If you do not know your Preparedness Officer, please contact the Centralized Scheduling and Information Desk (CSID) by phone at (800) 368-6498 or by email at askcsid@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

b. *Centralized Scheduling and Information Desk (CSID)*

CSID is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. CSID provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. When necessary, recipients will be directed to a federal point of contact who can answer specific programmatic questions or concerns. CSID can be reached by phone at (800) 368-6498 or by e-mail at askcsid@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

c. *Grant Programs Directorate (GPD) Award Administration Division*

GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. Additional guidance and information can be obtained by contacting the AAD's Help Desk via e-mail at ASK-GMD@fema.dhs.gov.

d. *Equal Rights*

The FEMA Office of Equal Rights (OER), in coordination with the DHS Office for Civil Rights and Civil Liberties, is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to FEMA-CivilRightsOffice@fema.dhs.gov.

e. *Environmental Planning and Historic Preservation*

GPD's EHP Team provides guidance and information about the EHP review process to

recipients and subrecipients. All inquiries and communications about projects under this NOFO or the EHP review process, including the submittal of EHP review materials, should be sent to gpdehpinfo@fema.dhs.gov.

2. Systems Information

a. *Grants.gov*

For technical assistance with [Grants.gov](https://www.grants.gov), call the customer support hotline 24 hours per day, 7 days per week (except federal holidays) at (800) 518-4726 or e-mail at support@grants.gov.

b. *Non-Disaster (ND) Grants*

For technical assistance with the ND Grants system, please contact the ND Grants Helpdesk at ndgrants@fema.dhs.gov or (800) 865-4076, Monday through Friday, 9:00 AM – 6:00 PM ET. User resources are available at <https://www.fema.gov/grants/guidance-tools/non-disaster-grants-management-system>

c. *Payment and Reporting System (PARS)*

FEMA uses the [Payment and Reporting System \(PARS\)](#) for financial reporting, invoicing, and tracking payments. FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. To enroll in the DD/EFT, recipients must complete a Standard Form 1199A, Direct Deposit Form. If you have questions about the online system, please call the Customer Service Center at (866) 927-5646 or email ask-GMD@fema.dhs.gov.

H. Additional Information

GPD has developed the [Preparedness Grants Manual](#) to guide applicants and recipients of grant funding on how to manage their grants and other resources. Recipients seeking guidance on policies and procedures for managing preparedness grants should reference the Preparedness Grants Manual for further information. Examples of information contained in the [Preparedness Grants Manual](#) include:

- Actions to Address Noncompliance
- Audits
- Case Studies and Use of Grant-Funded Resources During Real-World Incident Operations
- Community Lifelines
- Conflicts of Interest in the Administration of Federal Awards and Subawards
- Disability Integration
- National Incident Management System
- Payment Information
- Period of Performance Extensions
- Procurement Integrity
- Record Retention
- Whole Community Preparedness
- Other Post-Award Requirements

1. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. §

200.340 for additional information on termination regarding subawards.

a. *Noncompliance*

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also the section on Actions to Address Noncompliance in this NOFO or in the [Preparedness Grants Manual](#).

b. *With the Consent of the Recipient*

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

c. *Notification by the Recipient*

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

2. Program Evaluation

Recipients and subrecipients are encouraged to incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting an agency priority goal(s). Title I of the Foundations for Evidence-Based Policymaking Act of 2018 ([Evidence Act](#)), [Pub. L. No. 115-435 \(2019\)](#) urges federal awarding agencies and federal assistance recipients and subrecipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means “an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency.” Evidence Act § 101 (codified at 5 U.S.C. § 311). Evaluation costs are allowable costs (either as direct or indirect), unless prohibited by statute or regulation.

3. Period of Performance Extensions

Extensions to the period of performance (POP) for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests to the recipient's FEMA Preparedness Officer and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with the FEMA Preparedness Officer as needed when preparing an extension request. Please see the [Preparedness Grants Manual](#) for more information.

At a meeting of the Spotsylvania County Board of Supervisors held on May 24, 2022 on a motion by _____ and passed _____, the Board adopted the following resolution:

RESOLUTION NO. 2022-

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.

(SEAL)

A COPY TESTE: _____

Aimee R. Mann

Deputy Clerk to the Board of Supervisors

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

Meeting Date:	May 24, 2022
Title:	R21-0011(RO21-0011) Arthur L. Tracy & Patricia B. Tracy, Trustees of The Tracy Family Trust: Linwood Estates(Chancellor District)

Type:	Action, Resolution, Public Hearing, Power Point Presentation
Agenda Title:	R21-0011 (RO21-0011) Arthur L. Tracy & Patricia B. Tracy, Trustees of The Tracy Family Trust: Linwood Estates
Recommendation:	The Planning Commission held a public hearing on April 6, 2022 and voted to recommend approval with proffers 5-1.
Non-Staff Name and Title of Presenters:	N/A
Summary:	This is a request for 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. This project is consistent with the existing development patterns of single-family detached subdivisions north and south of Old Plank Road and on Chancellor Road. The proposed density is similar to the density of Ashley Park and neighboring subdivisions. Tax Parcel 21-10-1. Chancellor Voting District.
Committee/Commission Summary:	Planning Commission
Review Date:	April 6, 2022
Status:	Approved

Financial Impact:	Based on the anticipated assessed values of the homes the project will have an annual positive impact at build out.
Staff Contacts:	B. Leon Hughes, AICP, Director of Planning and Zoning
Legal Counsel:	Alexandra Spaulding, Senior Assistant County Attorney
Additional Background/Other Considerations:	N/A
Consequence of Denial/Inaction:	The property may be developed in accordance with the current RU zoning designation.
Talking Points:	N/A

ATTACHMENTS:

File Name	Description	Type
Linwood_Estates_BOS_Staff_Report_5_13_2022_combined.pdf	Staff Report	Staff Report
2022-02-28 - _Fully_Executed_Proffer_Statement_(Linwood_Estates).pdf	Applicant's Proffer Statement	Agreement
17-SP-0660_Linwood_Estates_GDP_2022-01-06.pdf	Applicant's GDP	GDP
GDP_Narrative_Revised_10-14-2021.pdf	Applicant's GDP Narrative	Backup Material
Fiscal_Impact_Analysis_(Exhibit_D).PDF	Applicant's Fiscal Impact Analysis	Backup Material
pcmin22_0406.pdf	PC Minutes 4-6-2022	Minutes
Approval_Ordinance_R21-0011.docx	Approval Ordinance	Ordinance
Denial_Resolution_R21-0011.doc	Resolution of Denial	Resolution
Staff_Linwood_Estates_PP_5_24_22.pdf	Staff Presentation	Presentation
Ad_bos_20220524.pdf	Advertisement	Backup Material



County of Spotsylvania

Department of Planning

Staff Report

Rezoning # R21-0011
(Chancellor Voting District)

Board of Supervisors

May 24, 2022

Planning Commission Recommended:	Approval with proffers
Staff Recommendation:	Approval with proffers
Project:	R21-0011 “Linwood Estates”
Owner/Applicant:	Tracy Family Trust/ Old Plank Partners, LLC
Request:	Request 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.
Tax Map Parcel(s):	21-10-2
Location:	The properties are located at 7611 Old Plank Road on the north side of Old Plank Road (Route 610) approximately 329 feet east of the intersection with Chancellor Road (Route 674).
Zoning Overlay:	Reservoir Protection Overlay District
Future Land Use Designation:	Low Density Residential
Historic Resources:	DHR ID 088-0278 Chalmers House has been identified as potentially eligible for NRHP Designation. The historic house was demolished in June, 2014.
Date Application Deemed Complete:	August 17, 2021
Community Meeting:	A community meeting was held in 2018. Approximately 30 individuals were in attendance. Concerns raised at the meeting were primarily related to traffic on Old Plank Road.

Figure 1: Zoning Map

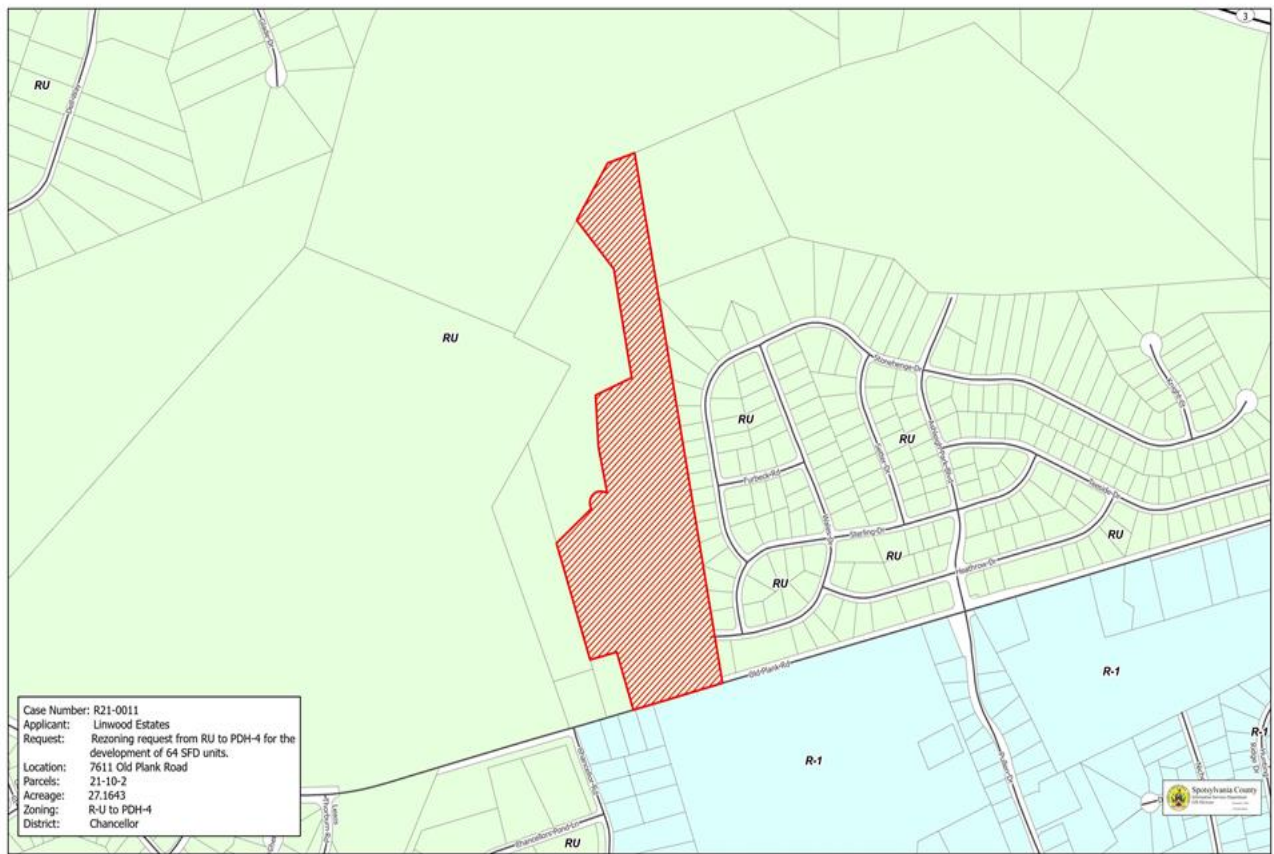
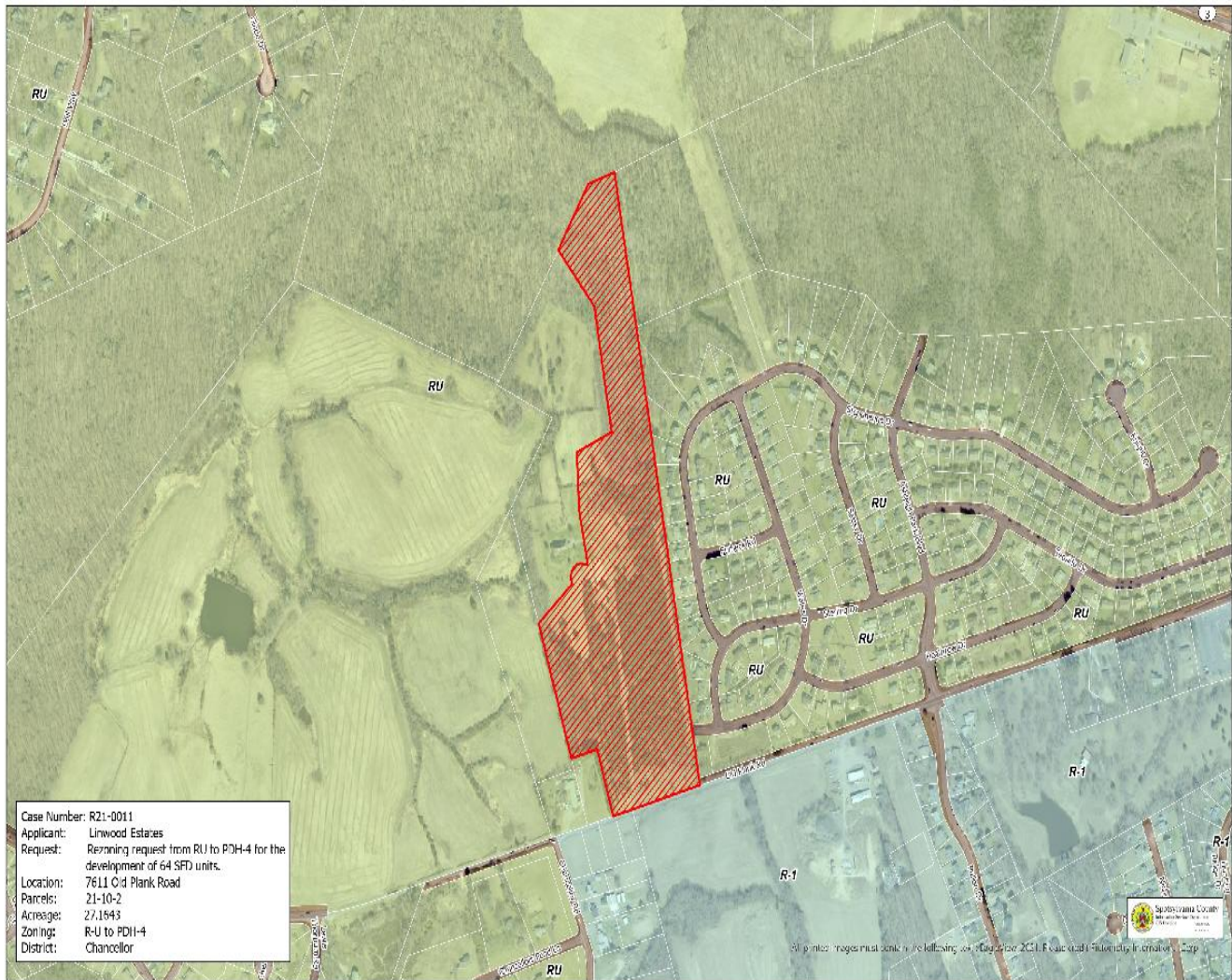


Figure 2: Zoning/Aerial Map



I. The Site

The Project site is located on the north side of Old Plank Road approximately 350 east of the intersection of Old Plank Road and Chancellor Road adjacent to the Ashley Park Subdivision and approximately one mile west of the intersection of Old Plank Road and Andora Drive. The adjacent properties immediately to the west are vacant and zoned Rural RU, the property to the south is occupied with a business and zoned Residential 1 (R-1). The subject parcels are currently zoned Rural (RU) and are adjacent to the Ashleigh Park subdivision that has access onto Old Plank Road. Under existing RU Zoning, the project has a by-right potential of 8 single family detached lots. Ashleigh Park was approved in the mid-1990s with the allowance for 255 homes. It currently has 243 homes with the average lot size of 15,000 square feet and the smallest lot size of 10,000 square feet. As developed, the Ashleigh Park subdivision would not be possible today to develop under its current Rural (Ru) Zoning. The subdivision is considered legally non-conforming, established prior to the County downzoning. Ashleigh Park South is on the south side of Old Plank adjacent to Ashleigh Park east of the subject parcels has 79 lots with a density of 2.2 units per acre with an average lot size of 21,000 square feet. The Grantwood subdivision is 85 lots with a density of 2.7 units per acre with an average lot size of 16,000 square feet with a single entrance approximately 450 east of the intersection of Andora and Old Plank approximately one mile east of the subject parcels. Falcon Ridge adjacent on the south side of Old Plank and adjacent to Grantwood is 191 lots with a density of 2.3 units per acre and an average lot size of 14,000 square feet. This area is designated on the Future Land Use Map in the Comprehensive Plan as Low Density Residential (supportive of up to 4 units/acre) and is within the Reservoir Protection Overlay District.

II. Project Proposal

This is a request for 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 with a density of 2.3 units per acre and thirty percent open space which meets the ordinance requirements for open space. The project is adjacent to Ashleigh Park and represents a continuing of single-family detached homes along the north line of Old Plank Road between Andora Drive and Chancellor Road. This project is consistent with the existing development patterns of single-family detached subdivisions on the north and south of Old Plank Road and on Chancellor Road. The proposed density is similar to the density of Ashleigh Park and neighboring subdivisions.

Generalized Development Plan (GDP) - The GDP shows 64 lots, open space and transportation improvements. The lot sizes will range from a minimum approximately 5,000 square feet and the largest is approximately 17,000 square feet with an average lot size in the project of approximately 9,000 square feet. The project will be served with public water and sewer. The project will have a main access on Old Plank Road with the opportunity for inter-parcel connection to Ashleigh Park at Wales Drive to the east and continuing to the west to allow access for any future development that may occur to the west the subject parcel. This connectivity may extend onward to the Comprehensive Plan Thoroughfare planned Chancellor Road Extension between Old Plank Road and Rt. 3 (Plank Rd), intended to relieve traffic along Old Plank Road. The GDP also shows the installation of a 100-foot right turn taper with 100 feet of storage for

west bound traffic entering the site and a 177 foot left turn taper with 100 feet of storage for west bound traffic on Old Plank Road and right of way dedication along Old Plank Road. The project will have pedestrian accommodations on the internal streets and along the frontage of Old Plank Road as required by the County code. The GDP also shows the existing line of mature trees that will remain during construction, when construction is concluded the property owners will have the authority to remove the trees if desired.

Fiscal Impact Analysis –

A. The applicant has provided a Fiscal Impact Analysis (FIA) which asserts the tax revenues generated by the project and the costs to the County resulting from the project, it is anticipated that this project will generate annually a net revenue surplus (onsite and offsite) after full build-out of \$143,201 in current dollars.

Staff completed a review of the applicants FIA and based on the anticipated assessed value the Linwood Estates project will generate a positive annual tax benefit.

B. Proffer Statement Summary – The applicant has provided a proffer statement dated February 22, 2022 for the Planning Commission and Board of Supervisors’ consideration. The applicant agreed to be under the 2019 proffer law; therefore, staff evaluated the proffers according to the parameters established in VA Code Section 15.2-2303.4, consistency with Comprehensive Plan Levels of Service and identified projects within the County’s FY2022 Capital Improvements Plan (CIP). With adequate existing capacity within the schools to serve this project (elementary, middle, high school), the project proffer statement notes that no school related proffer is proposed.

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 properties in conformance with the Generalized Development Plan (GDP), as last revised. Minor modifications may be made in order to address requirements to fulfill Federal, State, and local requirements.

Staff is supportive as the GDP complies with all county requirements and exceeds open space requirements for the PDH-4 District.

- 2. Use-** The applicant commits that the property will be developed for no more than 64 single family detached units and shall not be developed for any other uses allowed under the PDH-4 district, except for any allowable accessory and home occupation uses authorized under the PDH-4 district.

Staff supports this proffer as it limits the number of new units which allows the project to have a positive annual benefit at build out.

- 3. Transportation** – The applicant has committed to dedicate 0.4132 acres of right of way along Old Plank Rd to include a phasing commitment, construct a 100 foot right turn taper and 100

foot storage lane for westbound traffic at the entrance and a left turn lane with 177-foot taper and 100 feet of storage for eastbound traffic along Old Plank Road. The applicant has also proffered a cash contribution valued at \$200,000 towards the construction of the roundabout at the intersection of Andora and Old Plank or other County CIP transportation projects. In addition the applicant is also proffering \$7,400 for future improvements at the entrance of the project for an improvement that will restrict future left turning movements onto Old Plank Road.

Staff is supportive of this proffer, because it is above what is required, and will assist with a planned improvement at the Andora and Old Plank intersection or other CIP transportation projects.

- 4. Open Space** - The applicant has committed to five (5) areas in the project totaling approximately 8.39 acres of open space to be owned and maintained by the homeowners association.

Staff is supportive of this proffer, as these five areas are in addition to a larger six (6) acre area of open space. The smaller areas of open space integrated into the project design are an additional community amenity.

- 5. Cash Proffers and Escalation/De-Escalation Clause** – The applicant has committed to pay a total cash and in-kind contribution of \$428,700.80 (\$6,698.45 per unit) in order to mitigate the project’s impacts on Schools, Public Safety, and Parks and Recreation. The applicant has also proffered an additional cash contribution of \$207,400 towards Transportation improvements. The total cash contribution is \$636,100. The proffers do include an escalation clause that will adjusted annually to reflect any increase or decrease for the preceding year in Consumer Price Index commencing five (5) years after approval of the case.

A cash contribution is an “offsite proffer” which is a proffer addressing an impact outside the boundaries of the property to be developed. The applicant may mitigate the development’s impacts on public on public facilities via a cash contribution if the facility meets the definition of “public facility” as defined in the Virginia Code and if the development impacts capacity and levels of service and if the development will receive a material benefit from the proffer made.

Linwood Estates will generate approximately thirty eight (38) additional students. Currently there is capacity for additional students at the elementary and high school level while the middle school level exceeds capacity. The applicant proffered to contribute \$6,058.22 per unit for schools.

Linwood Estates will generate additional demands on Public Safety however they will not result in demands in excess of capacity. There is excess capacity at F&R Station 5 to accommodate the projected calls associated with this development. The call volume benchmark per the Comprehensive Plan Public Facilities Chapter is 2,500 per year for all Fire Stations, including Fire Station #5 that would serve this project. In order to determine

the impact of Chancellor Ridge on Public Safety that is specifically attributable to the new residential development, staff calculated the County's population inclusive of the projected project population in order to determine the per capita costs associated with this public facility. The applicant proffered to contribute \$247.70 per unit for public safety which is reasonable and legally acceptable based on staff's analysis. This value was tied to a CIP allocation for a Fire Training and Logistics Center to serve all County fire stations.

Additionally, Linwood Estates will have an impact on Parks and Recreation facilities for which capacity needs exist as identified by Level of Service Standards in the Public Facilities Element of the Comprehensive Plan and for which there are capital projects identified in the CIP. These facilities include the public park improvements. In order to determine the impact of Linwood Estates on Parks and Recreation that is specifically attributable to the new residential development, staff calculated the County's population inclusive of the projected Linwood Estates population in order to determine the per capita costs associated with this public facility. Staff calculated the project's expected impact based on current capacity of the Parks and Recreation facilities and the Level of Service Standards identified in the County's Comprehensive Plan. The applicant has proffered to contribute \$392.53 per unit for Parks and Recreation which is reasonable and legally acceptable based on staff's analysis.

6. Additional Proffers- The applicant has proffered a historical marker or interpretive signage on Parcel to commemorating the Chalmers House. The Chalmers House was a documented historic structure whose report is housed with the Virginia Department of Historic Resources (DHR ID 088-0278). The Chalmers House and its unique history was identified as potentially eligible for NRHP Designation. The historic house was demolished in June, 2014.

The applicant has also proffered to contribute \$7,400 towards entrance improvements to limit left turn movements in the future.

The applicant has proffered \$200,000 towards transportation improvements at the intersection of Andora Drive and Old Plank Road and or CIP transportation projects in accordance with VA Code Section 15.2-2303.2.C.

The applicant also proffered that a fifteen foot natural vegetation buffer along the rear of lots 43 thru 59 during the construction activities. This buffer may be modified by the individual lot owners following occupancy of each lot.

II. Staff Analysis

- A. Transportation Analysis** – Old Plank Road is classified in the Virginia Secondary Road System with a Major Collector Functional Classification. Transportation staff has verified the number of vehicle trips generated from an application of this type and size will not significantly impact the existing level-of-service. The County and VDOT recognize the transportation issues in the area

and efforts are underway to advance a new roundabout at the Old Plank and Andora Drive intersection. This project is currently in preliminary engineering and is in the process of being fully funded by the County and VDOT. The Old Plank and Chancellor Road roundabout project is advancing and is currently in the right-of-way phase and is anticipated to be completed by 2024.

B. Comprehensive Plan – Please find below a summary of the Linwood Estates 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 low-density land use pattern as established in the land use map. Development transition is appropriate considering the proposed density, types of land use and character of development established density land use designation complementary to project proposed.

2. Transportation – Old Plank Road is classified in the Virginia Secondary Road System with a Major Collector Functional Classification. Transportation staff has verified the number of vehicle trips generated from an application of this type and size will not significantly impact the existing level-of-service. The County and VDOT recognize transportation related issues in the area and efforts are underway to improve the traffic situation at the Old Plank Road and Andora Drive intersection.

3. Public Facilities

a) Public Schools – Using the latest student generation rates (elementary-0.2577 per SFD, middle-0.1307 per SFD, high school-0.1832 per SFD) the Linwood Estates development is estimated to generate a total of approximately 38 students (17 elementary, 9 middle, and 12 high school students). This development is districted for Wilderness Elementary, Chancellor Middle and Riverbend High Schools. Based on student enrollment as of October 1, 2021, the elementary and high schools have excess capacity, while Chancellor Middle exceeds capacity. The current proffer statement offers \$6,058.22 per unit in mitigation for schools impact.

b) Fire, Rescue, and Emergency Services (FREM) – The Linwood Estates development will be served by Fire and Rescue Station #5, located less than two miles from the proposed project site. Linwood Estates will generate additional demands on Public Safety however they will not result in demands in excess of capacity. There is excess capacity at F&R Station 5 to accommodate the projected calls associated with this development. The call volume benchmark per the Comprehensive Plan Public Facilities Chapter is 2,500 per year for all Fire Stations, including Fire Station #5 that would serve this project. The applicant proffered to contribute \$247.70 per unit for public safety which is reasonable and legally acceptable based on staff’s analysis. This

value was tied to a CIP allocation for a Fire Training and Logistics Center to serve all County fire stations and the expansion of the Public Safety Building.

- c) **Sheriff** – For purposes of the Public Facilities Plan, the Level of Service indicator is to maintain a 1: 1,500 ratio of Deputies per capita. The County’s current ratio is 1:1,138 of Deputies per capita which exceeds the Level of Service standard. Consistent with the Code of Virginia, Sec. 15.2-2303.4, the applicant has offered a proffer contribution to offset the impact of their development on the expansion of the Public Safety Building.
- d) **Solid Waste Collection & Disposal** –The Public Facilities Plan indicates a convenience site’s population should be within five (5) miles of the site. The Chancellor site is approximately 3 miles away from Chancellor Ridge (as the crow flies). The Livingston Landfill has capacity to remain open until approximately 2083-2085 and is projected to accommodate additional residential development based on population projections. Consistent with the Code of Virginia, Sec. 15.2-2303.4, the applicant has not offered any proffer to offset the impact of their development on Solid Waste Collection.
- e) **Water and Sewer Facilities** – The Chancellor Ridge development is located within the Primary Development Boundary and will be served by public water and sewer.
- f) **Library Facilities** – For purposes of the Public Facilities Plan, the Level of Service standard for library facilities is 0.3 square foot per capita which equates to a total of 39,603 square feet. The County’s total gross square footage of library facility floor space is 41,800 square feet which exceeds the Level of Service standard. Library facilities should be within a 10-minute to 15-minute drive within the Primary Development Boundary. The Linwood Estates development is an approximate (4.7 miles by road) from the Salem Church Branch Library which falls within the acceptable range. Consistent with the Code of Virginia, Sec. 15.2-2303.4, the applicant has not offered any proffer to offset the impact of their development of Libraries. Library facilities do not meet the definition of “public facility” as defined in the Virginia Code and would therefore be deemed “unreasonable” for the applicant to provide any mitigation.
- g) **Parks and Recreation Facilities** – The Public Facilities Plan sets out a Level of Service standard for parks, open space and recreation facilities per capita. Currently, the County is not meeting the identified ratio standards for 11 out of 13 recreation services including multi-purpose fields, tennis courts, playgrounds horseshoes, community centers, swimming pools indoor recreation centers, trails, passive recreation space, golf and public meeting space. The projected population for the Linwood Estates development will have an impact on these facilities. Consistent with the Code of Virginia, Sec. 15.2-2303.4, the applicant has proffered a cash contribution

to offset the impact of their development on Parks and Recreation Facilities. The applicant calculations were based on a September, 2021 proffer analysis.

4. Historic Resources – The Virginia Department of Historic Resources Cultural Resource Information Service (VCRIS) and Department of Conservation and Recreation’s Natural Heritage Data Explorer Cultural Resource Preservation Index systems were consulted to determine likelihood of significant historic/cultural resources onsite. The site and surroundings are located within DHR identified lands associated with the Chancellorsville Battlefield (DHR ID 088-5180). Additionally, DHR ID 088-0278 Chalmers House has been identified as potentially eligible for NRHP Designation. The historic house was demolished in June, 2014 per the narrative. Considerate of the history of the property and the home that once stood there, the applicant has proffered to install a historic marker on Parcel D.

5. Natural Resources – This rezoning request to the Planned Development Housing (PDH-4) zoning district requires a minimum 30% open space of gross area. The project proposal exceeds this slightly with 30.7% open space identified as per the GDP. The majority of these open space areas are outside of sensitive areas of steep slopes, Resource Protection Areas, Wetlands, consistent with the intent of the open space requirement and as calculated as “non-impacted” areas per GDP Sheet 6. A landscape street buffer will appear along the Old Plank Road frontage consistent with Design Standards Manual requirements.

III. Findings

In Favor:

- A. 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.
- B. The applicant has proffered cash contributions of \$6,698.45 per unit towards mitigating impacts on Schools (\$387,726.32), Public Safety (15,852.87), Parks and Recreation (\$25,121.61) and an additional \$207,400 towards Transportation.
- C. The proposed project is consistent with the existing development pattern and density of single-family homes of the surrounding neighborhoods.
- D. The applicant has proffered the dedication of right of way and a cash contribution towards future transportation improvements at the entrance and the intersection of Andora Drive and Old Plank Road (\$207,400).

- E. The additional traffic will have minimal impact on the transportation network.
- F. At build out the project will have a positive annual fiscal benefit.
- G. The applicant has proffered to recognize the historical site of the Chalmers House.

Against:

- A. The project will increase enrollment to Chancellor Middle school which is currently above capacity.
- B. The applicant has not committed to preserving in perpetuity the existing vegetation along the eastern boundary adjacent to the Ashleigh Park subdivision.

IV. Conclusions & Recommendations

The proposal is consistent with the existing development patterns in the area. The proposal is consistent with County's Land Use and Comprehensive Plan goals and policies and the project design exceeds minimum requirements for the preservation of open space. The residential project is appropriately sited within the Primary Development Boundary and the applicant has proffered cash contributions in accordance with the Code of VA to help mitigate impacts on public facilities that are reasonable and acceptable. The applicant is offering right of way dedication and a cash contribution towards the intersection improvements at Andora and Old Plank Road.

Based on the proposal's consistency with the Comprehensive Plan and the findings in favor, staff recommends approval of R21-0011 with proffers dated February 22, 2022.

Planning Commission Update:

The Planning Commission held a public hearing on April 6, 2022, four (4) citizens appeared and spoke in opposition of the case. The citizens expressed concerns regarding potential impacts of additional traffic, and impacts on the quality of life of the existing residents. The Commission concluded the public hearing and voted to recommend approval with the proffers 5-1.

Spotsylvania County Government

Appendix A

Comprehensive Plan Analysis

R21-0011: Linwood Estates 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 proposed Linwood Estates rezoning (R21-0011) is located within the Primary Development Boundary (PDB); area within which public water and sewer utilities will be provided. Lands within the limits of the Primary Development Boundary are 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 viability of those portions of the County outside the boundary. The Linwood Estates proposal is consistent with the intent of the Primary Development Boundary.

The project footprint includes Tax Map #21-10-1 and TM #21-10-2 representing approximately 39 acres total however approximately 27-acres associated with TM #21-10-2 specifically are subject to this rezoning request. The site is along the north side of Old Plank Road and immediately adjacent to the western limits of the Ashleigh Park subdivision that is comprised of single family detached residential units. Per the Future Land Use Chapter this area has a Low-Density Residential land use designation. As per the Comprehensive Plan the Low Density Residential designation is reserved for single family attached and detached residences typical in a suburban area. The overall density can be as high as four units per acre, but lower densities are also appropriate.

As outlined in the proposed proffers, narrative, and depicted in the generalized development plan, the Linwood Estates project proposes rezoning of approximately 27 acres from Rural (Ru) to Planned Development Housing 4 (PDH-4) in order to enable construction of 64 single family detached units. It is good to acknowledge that the proposed zoning designation of Planned Development Housing 4 (PDH-4) with a proposed density of 2.35 units per acre (as noted in GDP, Narrative) is well suited to the Low-Density Residential land use designation. As per Spotsylvania County Code Sec. 23-6.12.1. Purpose and Intent, The Planned Development Housing district (PDH) is established to encourage innovative and creative design in the development of land for residential and other selected secondary uses. The district regulations are designed to ensure ample provision and efficient use of open space, to promote high standards in the layout, design and construction of residential development, to promote balanced developments in mixed housing types. The PDH-4 zoning district is more consistent with the intent of the low-density residential land use category than the existing Rural (Ru) zoning currently designated on the property (density of 1 unit per 3 acres conventionally). Rural Zoning tends to be found outside of the Primary Development Boundary in areas identified as Rural Residential on the Future Land Use Map.

R21-0011: Linwood Estates Comprehensive Plan Analysis

The proposal considering use and density is consistent with the Low-Density Residential land use designation envisioned for the area.

After conducting an analysis of applicable Comprehensive Plan Goals, staff has identified application strengths, deficiencies, and policy concerns worthy of consideration as outlined in the Comprehensive Plan policy analysis below:

Introduction and Vision:

Guiding Principles and Policies A. Spotsylvania County is a “business friendly” community and local job creation is a priority. Proposal is business friendly, helping support tradesmen and suppliers throughout the construction phase. Following construction once occupancy occurs, additional residents in the area inevitably will help support commerce demand for goods and services, supporting business and employment.

Guiding Principles and Policies B. Spotsylvania County is fiscally sustainable. Guiding Principles and Policies 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%. Guiding Principles and Policies B.2. Development projects seeking increased residential density and/ or non-residential intensity should address impacts that are specifically attributable to the proposed development (i.e. natural resources, historic resources, fiscal impacts, land use transitions, etc). The applicant supplied fiscal impact projects annual fiscal benefits of \$143,201 (revenues minus expenditures) at project build-out. The analysis is based on a subject to change development scenario assuming 64 single family detached units.

The County runs a conservative fiscal impact model to gauge whether projects are predicted to trend to a positive impact or a negative one. The County model projects \$16,290 annually, a positive annual benefit in tax revenues. The County model does not include as many potential revenue stream assumptions. Historically comparison between applicant supplied fiscal impact models and the more conservative County model has sought similar trending results (either positive or negative). In this case both analysis’ result in expected positive fiscal impacts after build-out.

On balance the proposal is consistent with nearby surrounding development patterns that meet the intent of the low-density land use pattern as established in the land use map. Development transition is appropriate considering the proposed density, types of land use and character of development established nearby, low density land use designation complementary to project proposed. As depicted on the project generalized development plan, a strip of preserved landscape buffering is proposed along the rear lot lines of lots 43-59 that are located adjacent to Ashleigh Park lots 13-25. Transportation system impacts have been considered and necessary improvements identified to offset impacts of the project upon the transportation system. Additionally, the project provides an interparcel connector stub (via Wales Drive) that may not only serve future development, but also to provide an additional point of access and traffic distribution via a Comprehensive Plan Thoroughfare Plan supported future Chancellor Road extension between Old Plank Road and Route 3. The project has considered impacts to historic and natural resources as part of this rezoning. Details are outlined further in this analysis.

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 public infrastructure consistent with the levels of service standards in this Plan and as allowed in the Code of Virginia. Guiding Principles and Policies B.3.a. A rezoning proposal that is expected to result in demands in excess of current capacity or that would diminish level of service standards below the County's standard for any public facility should mitigate its impacts to the extent allowed in the Code of Virginia. Mitigation for projects may take the form of voluntary reasonable proffers that seek to address an impact that is specifically attributable to the proposed new development. Such proffers may include, but not be limited to: 1. Cash contributions toward capital improvements, 2. Land dedication for public facility needs, 3. Public facility improvements constructed by the applicant, or 4. Other onsite or offsite proffers that the applicant deems reasonable and appropriate. 5. Phasing of proffered improvements or other proffered mitigations. The proposal considers and mitigates impacts upon public facility demands and public infrastructure specifically attributable to the proposed development within the parameters established in VA Code Sec. 15.2-2303.4.

In kind transportation proffers include a phasing commitment to right-of-way dedication along Old Plank Road consistent with Thoroughfare Plan identified improvements. Project entrance improvements including eastbound left-turn lane with storage and taper, westbound taper with storage along Old Plank Rd. A cash proffer is also proposed to benefit transportation improvements at the Old Plank Rd and Andora Drive intersection.

Proposed mitigations to schools, parks and recreation and public facilities impacts are proposed via cash proffer. Staff notes for both fire and parks and recreation the applicant calculations were based on a September 2021 proffer analysis.

Guiding Principles and Policies B.3.c. 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. Sidewalks are required for this project. As depicted on the Generalized Development Plan typical road section, sidewalk infrastructure will be developed along internal roads (within the 52' of ROW). Sidewalks are also a required frontage improvement along Old Plank Road consistent with sidewalk requirements existing within the Design Standards Manual. Sidewalks are depicted as part of the projects Route 610 (Old Plank Rd) Street Buffer cross section detail. These improvements are consistent with the Comprehensive Plan Chapter 3A- Trailways Master Plan.

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. Respecting this site appears *has been previously cleared and tilled over many years* (as noted in the project narrative), the site and surroundings are located within DHR identified lands associated with the Chancellorsville Battlefield (DHR ID 088-5180). Additionally, DHR ID 088-0278 Chalmers House had been identified as potentially eligible for NRHP Designation. The historic house was demolished in June 2014 per the narrative. Considerate of the history of the property and the home that once stood there, the applicant has proffered to install a historic marker on Parcel D. The acknowledgement of historic resource through

R21-0011: Linwood Estates Comprehensive Plan Analysis

historic/ interpretive signage is beneficial to historic and cultural resource goals. A picture of the Chalmers House as it appeared in 1986 is below:

Chalmers House

Circa 1986



Guiding Principles and Policies C. Spotsylvania County is a family friendly community. Guiding Principles and Policies C.1. The County should support a diverse housing inventory, providing a mix of units that can accommodate housing needs for all stages of life. This would involve a range of housing from affordable units for young families just entering the housing market such as condominiums, townhouses, and small single family homes to larger homes to larger homes, manufactured homes, and active adult and assisted care facilities. The proposal is consistent with countywide housing diversification goals and the type of single family detached residential density envisioned by the low density residential land use. Per the project narrative, the applicant suggests average sales prices between \$400,000 and \$475,000.

Guiding Principles and Policies E. Spotsylvania County values its environmental resources. 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 but are not limited to: green space and tree preservation, stream restoration, and low impact development (LID). The Planned Development Housing (PDH-4) zoning district requires a minimum 30% open space of gross area. The project proposal exceeds this slightly with 30.7% open space identified as per the GDP. The majority of these open space areas are outside of sensitive areas of steep slopes, Resource Protection Areas, Wetlands, consistent with the intent of the open space requirement and as calculated as “non-impacted” areas per GDP Sheet 6. A landscape street buffer will appear along the Old Plank Road frontage consistent with Design Standards Manual requirements. Limits of clearing and areas where tree preservation is proposed are not certain across the project as they are not depicted in the GDP. However, staff notes dedicated open space includes environmentally sensitive areas with existing tree cover. Threatened and endangered species have also been considered with areas of potential presence protected as open space. Via additional proffers the applicant has committed to maintain natural vegetation at the rear of lots 43 through 59 to provide a minimum fifteen feet in width of buffering for

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construction activities. The future of the buffer will be left to individual lot owners after the certificate of occupancy is issued for each unit. Via additional proffers the applicant has committed to maintain natural vegetation at the rear of lots 43 through 59 to provide a minimum fifteen feet in width of buffering for construction activities. The future of the buffer will be left to individual lot owners after the certificate of occupancy is issued for each unit.

Land Use:

Future Land Use Map Designation. 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.

This project is consistent with the intent of the Primary Development Boundary and the Low Density Residential land use designation. PDH-4 zoning as proposed within a Low Density Residential land use area is consistent with the Land Use to Zoning compatibility table.

Land Use Policies Applicable to All Land Uses #1. Rezoning proposals should address public facilities impacts that are specifically attributable to the development. The proposal considers and mitigates impacts upon public facility demands and public infrastructure specifically attributable to the proposed development within the parameters established in VA Code Sec. 15.2-2303.4.

In kind transportation proffers include a phasing commitment to right-of-way dedication along Old Plank Road consistent with Thoroughfare Plan identified improvements. Project entrance improvements including eastbound left-turn lane with storage and taper, westbound taper with storage along Old Plank Rd. A cash proffer is also proposed to benefit transportation improvements at the Old Plank Rd and Andora Drive intersection.

Proposed mitigations to schools, parks and recreation and public facilities impacts are proposed via cash proffer.

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. Limits of clearing and areas where tree preservation is proposed are not certain across the project as they are not depicted in the GDP. However, staff notes dedicated open space includes environmentally sensitive areas with existing tree cover. Via additional proffers the applicant has committed to maintain natural vegetation at the rear of lots 43 through 59 to provide a minimum fifteen feet in width of buffering for construction activities. The future of the buffer will be left to individual lot owners after the certificate of occupancy is issued for each unit.

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.

Per County Building review staff, the accessibility requirements are enforced through Chapter 11 of the Virginia Construction Code which also references ICC A117.1 for design requirements.

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In addition to building review requirements that will occur if the rezoning and subsequent site plan and plats are approved, as noted elsewhere the project expands accessibility within and to points outside of the project area via its sidewalk network.

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. Residential Land Use Policies #3. Residential infill development should maintain the neighborhood character (massing, bulk, height, density) established by the existing adjacent subdivisions in relation to the adjacent residential subdivision edge only. On balance the proposal is consistent with nearby surrounding development patterns that meet the intent of the low-density land use pattern as established in the land use map. Development transition is appropriate considering the proposed density, types of land use and character of development established density land use designation complementary to project proposed. Transportation system impacts have been considered and necessary improvements identified to offset impacts of the project upon the transportation system. Additionally, the project provides an interparcel connector stub that may not only serve future development, but also to provide an additional point of access and traffic distribution via a Comprehensive Plan Thoroughfare Plan supported future Chancellor Road extension to Route 3. Proposed preserved landscape buffering to the rear of proposed lots 43-59 and adjacent to Ashleigh Ridge subdivision lots 13-25 is not required by County regulation and has been proposed as a means to provide a landscape screen between the two single-family detached developments and preserve an existing tree line.

Residential Land Use Policies #1. Residential subdivisions should provide interparcel connections to adjoining undeveloped properties and connect to developments at existing interparcel access points, where possible, to help improve the connectivity of the transportation network and more efficient distribution of traffic. The project provides an interparcel connector stub that may not only serve future development, but also to provide an additional point of access and traffic distribution via a Comprehensive Plan Thoroughfare Plan supported future Chancellor Road extension to Route 3.

Residential Land Use Policies #2. Residential uses within the Primary Development Boundary should provide inter-and intra-development pedestrian paths to link adjoining subdivisions and form a cohesive residential area and alternative transportation and recreational opportunities. Sidewalks are required for this project. As depicted on the Generalized Development Plan typical road section, sidewalk infrastructure will be developed along internal roads (within the 52' of ROW). Sidewalks are also a required frontage improvement along Old Plank Road consistent with sidewalk requirements existing within the Design Standards Manual. Sidewalks are depicted as part of the projects Route 610 (Old Plank Rd) Street Buffer cross section detail.

Residential Land Use Policies #7. Promote the provision of a diverse housing mix by encouraging a range of housing sizes and types that meet the needs of citizens at all income levels throughout all stages of life. The proposal is consistent with countywide housing diversification goals and the type of single family detached residential density envisioned by the low density residential land use.

Transportation:

Transportation #1.1., Achieve no less than a “D” Peak Hour Level of Service on 90% of County secondary roads within the Primary Development Boundary as shown in the Thoroughfare Plan. In the Primary Settlement District, levels of service are lower to encourage development and redevelopment to densities and intensities that maximize use of the existing infrastructure. Transportation #2. Ensure that new development does not degrade Levels of Service and mitigates its impact on the transportation network. Old Plank Road is classified as a Virginia Secondary Road with Urban Minor Arterial Functional Classification. Transportation staff has verified the number of vehicle trips generated from an application of this type and size will not significantly impact the existing level-of-service. The County and VDOT recognize transportation related issues in the area and efforts are underway to improve the traffic situation at the Old Plank Road and Andora Drive intersection. Design work is also underway for intersection improvements at Old Plank and Chancellor Road. The nearby roundabout there is a positive as well for transportation in the area and will help take traffic away from the entrance when Chancellor Rd is extended and the interparcel connection from Wales Drive can be made to it. The Comprehensive Plan ultimately plans to improve Old Plank Road to a four-lane divided section between Gordon and Catharpin Road to help alleviate traffic volume impacts on levels of service. Proposed right-of-way dedication along Old Plank Road as proffered and depicted on the generalized development plan will help ease implementation of road improvements in the future to the benefit of the larger travelling public. Per Transportation staff the application includes has good turn lanes improvements (WB Right in and EB Left in included in proffers) which is a positive.

Transportation proffers include dedication of 0.4132 acres of right-of way along Old Plank Road including a phasing commitment; Old Plank Road improvements including a full movement drive aisle with one ingress land and one egress lane, eastbound left turn lane with at least a 177-foot taper and 100 feet of storage, 100-foot westbound right turn taper and 100 feet of storage on Old Plank Rd; proffers are forward looking and include a \$7,400 cash proffer with phasing commitment for the future construction of improvements at the entrance of the project to prohibit left turn movements onto Old Plank Road once the project is able to directly connect via Wales Drive to the future round-a-bout to be located at Old Plank and Chancellor Rd intersection; an additional \$200,000 proffer toward transportation improvements at Andora Drive and Old Plank Rd and/or other County CIP transportation projects , including phasing commitment.

The applicant has mitigated transportation impacts as warranted for their specific project impacts, gaining VDOT approval through project review.

Transportation #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 #3. Promote alternative modes of transportation and multi-modal facilities to more effectively address demands on the transportation network. Transportation #3.2. Promote design and construction of appropriate bicycle and pedestrian facilities meant to enhance safety and avoid conflicts with motorized vehicles. Trailways Plan Goal #1. Improve and expand the existing public-access non-vehicular trails network to create a comprehensive system of

interconnected recreational and/ or commuter trails and sidewalks throughout the County. Trailways Plan Goal 1.a. Develop infrastructure in accordance with the Trailways Master Plan. Trailways Plan Goal 2.c. Develop sidewalk facilities along roadways consistent with Article 5, Streets, Parking and Driveways, of the Spotsylvania County Design Standards Manual. Sidewalks are required for this project. As depicted on the Generalized Development Plan typical road section, sidewalk infrastructure will be developed along internal roads (within the 52' of ROW). Sidewalks are also a required frontage improvement along Old Plank Road consistent with sidewalk requirements existing within the Design Standards Manual. Sidewalks are depicted as part of the projects Route 610 (Old Plank Rd) Street Buffer cross section detail. These improvements are consistent with the Comprehensive Plan Chapter 3A- Trailways Master Plan.

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 #1.2. Support the preservation of resources with local, state, or national significance. Historic Resources 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 process. Historic Resources Policy #2.1. Development applications and staff reports should identify historic and cultural resources in proximity to proposed rezoning, special use, or capital project, and evaluate the impacts of the project on the resources in question. Historic Resources Policy #2.3. The County should support efforts to preserve important scenic and historic lands through easements or dedicated open space. Historic Resources Policy 4. Enhance public understanding and appreciation of the unique nature of Spotsylvania County's history, culture and character. Historic Resources Policy #4.8. Where appropriate, support projects that incorporate historic markers and/or signage documenting historic figures, groups, events, or architecture of local, state, or national significance associated with the project area. Respecting this site appears *has been previously cleared and tilled over many years* (as noted in the project narrative), the site and surroundings are located within DHR identified lands associated with the Chancellorsville Battlefield (DHR ID 088-5180). Additionally, DHR ID 088-0278 Chalmers House had been identified as potentially eligible for NRHP Designation. The historic house was demolished in June 2014 per the narrative. Considerate of the history of the property and the home that once stood there, the applicant has proffered to install a historic marker on Parcel D. The acknowledgement of historic resource through historic/ interpretive signage is beneficial to historic and cultural resource goals. A picture of the Chalmers House as it appeared in 1986 is below:

Chalmers House

Circa 1986



Natural Resources:

Natural Resources Policy #1. Balance the protection of environmental resources and natural wildlife habitats with development. Policy #1.1. The County should support the mitigation of impacts upon unique and/or endangered resources including rare species and their habitats as part of the development review process. Natural Resources Policy #1.3. Encourage land development practices, which minimize impervious cover to promote groundwater recharge, and/or tree preservation. The Planned Development Housing (PDH-4) zoning district requires a minimum 30% open space of gross area. The project proposal exceeds this slightly with 30.7% open space identified as per the GDP. The majority of these open space areas are outside of sensitive areas of steep slopes, Resource Protection Areas, Wetlands, consistent with the intent of the open space requirement and as calculated as “non-impacted” areas per GDP Sheet 6. A landscape street buffer will appear along the Old Plank Road frontage consistent with Design Standards Manual requirements. Limits of clearing and areas where tree preservation is proposed are not certain across the project as they are not depicted in the GDP. However, staff notes dedicated open space includes environmentally sensitive areas with existing tree cover. Threatened and endangered species have also been considered with areas of potential presence protected as open space. Via additional proffers the applicant has committed to maintain natural vegetation at the rear of lots 43 through 59 to provide a minimum fifteen feet in width of buffering for construction activities. The future of the buffer will be left to individual lot owners after the certificate of occupancy is issued for each unit. Via additional proffers the applicant has committed to maintain natural vegetation at the rear of lots 43 through 59 to provide a minimum fifteen feet in width of buffering for construction activities. The future of the buffer will be left to individual lot owners after the certificate of occupancy is issued for each unit.

Spotsylvania County Government

Appendix B

Future Development Analysis

		Residential Projects with Future Buildout																			
Voting District	CP Dev_Dist	Date Approved	Project Name	Enabled Residential Units				Unbuilt Residential Units				Future Anticipated Residents, Students and Fire & Rescue Calls					Elementary School	Middle School	High School	F&R Station	
				SFD	SFA	MF	AR	SFD	SFA	MF	AR	Residents	Elem.	Middle	High	F&R Calls					
Livingston	RD		Fawn Lake	Byright and pre-2002 subdivisions				328	0	0	0	997	85	43	60	138	Brock Rd	Ni River	Riverbend	7	
Chancellor	RD		Estates of Chancellorsville*					9	0	0	0	27	2	1	2	4	Chancellor	Ni River	Riverbend	5	
Chancellor	RD		Estates of Elys Ford*					231	0	0	0	702	60	30	42	97	Chancellor	Ni River	Riverbend	5	
Berkeley	RD	1/16/2008	Estates of Buckingham*					13	0	0	0	40	3	2	2	5	Berkeley	Post Oak	Spotsylvania	3	
Livingston	RD	2/20/2013	Whitehall*					60	0	0	0	182	15	8	11	25	Brock Rd	Ni River	Riverbend	7	
Battlefield	PSD	10/2/2013	The Estates at Kingswood*					1	0	0	0	3	0	0	0	0	Battlefield	Chancellor	Chancellor	4	
Courtland	PSD	1/12/2016	Avalon Woods*					1	0	0	0	3	0	0	0	0	Salem	Chancellor	Chancellor	6	
Berkeley	RD	4/22/2009	Anna Vista Sec 2*					5	0	0	0	15	1	1	1	2	Livingston	Post Oak	Spotsylvania	2	
Livingston	RD	8/13/2002	Pamunkey Point	47	0	0	0	15	0	0	0	46	4	2	3	6	Livingston	Post Oak	Spotsylvania	9	
Battlefield/Lee Hill	PSD	11/26/2002	Lee's Parke	1437	0	0	795	41	0	0	0	125	11	5	8	17	Parkside	Spotsylvania	Courtland	4	
Livingston	RD	2/25/2003	Sunrise Bay	89	0	0	0	28	0	0	0	85	7	4	5	12	Livingston	Post Oak	Spotsylvania	9	
Courtland	PSD	11/9/2004	Regency at Chancellorsville	0	0	0	294	0	0	0	50	75	0	0	0	10	-	-	-	5	
Courtland	RD	12/14/2004	Glenhaven/River Glen	74	0	0	0	6	0	0	0	18	2	1	1	3	Chancellor	Chancellor	Riverbend	5	
Lee Hill	PSD	7/14/2009	Mallard Landing	0	150	0	0	0	8	0	0	19	2	1	1	3	Cedar Forest	Thornburg	Massaponax	11	
Battlefield	PSD	12/8/2009	Summerfield	83	44	0	0	3	0	0	0	9	1	0	1	1	Spotswood	Battlefield	Chancellor	4	
Livingston	PSD	4/12/2011	Keswick	150	90	240	184	112	90	0	14	578	57	26	33	80	RE Lee	Spotsylvania	Spotsylvania	1	
Berkeley	PSD	10/11/2011	Ni Village	0	164	773	0	0	164	773	0	1547	107	57	63	213	Riverview	Spotsylvania	Massaponax	8	
Lee Hill	PSD	8/14/2012	Brooks	0	4	0	0	0	2	0	0	5	1	0	0	1	Cedar Forest	Thornburg	Massaponax	11	
Livingston	RD	10/9/2012	Estates at Terry's Run	10	0	0	0	10	0	0	0	30	3	1	2	4	Livingston	Post Oak	Spotsylvania	9	
Berkeley/Livingston	PSD	7/9/2013	Spotsylvania Cthse Village	395	205	900	50	192	112	719	50	1999	136	73	125	276	RE Lee	Spotsylvania	Spotsylvania	1	
Berkeley	PSD	8/13/2013	Crossroads Station Apt	0	0	610	0	0	0	423	0	630	31	20	22	87	Cedar Forest	Thornburg	Massaponax	11	
Lee Hill	PSD	9/10/2013	New Post	219	104	102	0	112	25	0	0	401	37	18	24	55	Cedar Forest	Thornburg	Massaponax	11	
Livingston	RD	9/24/2013	Fortune's Landing	49	0	0	0	26	0	0	0	79	7	3	5	11	Wilderness	Ni River	Spotsylvania	5	
Courtland	PSD	1/14/2014	Villas at Harrison Crossing (Barley Woods)	0	0	0	130	0	0	0	15	22	0	0	0	3	-	-	-	6	
Lee Hill	PSD	1/28/2014	Heritage Woods	697	180	183	0	697	180	183	0	2825	248	123	163	390	Parkside	Spotsylvania	Court/Mass	1/4/8	
Berkeley	PSD	6/24/2014	Ni River Comm. Church/Courtland Park	89	0	0	0	4	0	0	0	12	1	1	1	2	Courtland	Spotsylvania	Courtland	1	
Battlefield	PSD	6/24/2014	Southpoint Landing	0	0	830	0	0	0	310	0	462	23	15	16	64	Parkside	Battlefield	Courtland	4	
Chancellor	RD	9/9/2014	Legends of Cville/Hunting Run Landing	218	0	0	0	218	0	0	0	663	56	28	40	91	Brock Rd/Chan.	Ni River	Riverbend	5	
Chancellor	PSD	12/9/2014	Thornburn Estates	59	0	0	0	42	0	0	0	128	11	5	8	18	Wilderness	Freedom	Riverbend	10	
Lee Hill	PSD	6/23/2015	Jackson Village	0	596	1289	385	0	596	706	385	3062	235	110	123	422	Parkside	Spotsylvania	Massaponax	4	
Courtland	PSD	11/12/2015	Retreat at C'ville	0	0	0	192	0	0	0	185	276	0	0	0	38	-	-	-	5	
Berkeley	PSD	12/8/2015	Alexander's Crossing	518	971	888	230	518	971	888	230	5581	497	234	281	770	Riverview	Thornburg	Massaponax	11	
Berkeley	RD/PSD	1/26/2016	Plantation Woods/Woodberry Manor	132	0	0	0	103	0	0	0	313	27	13	19	43	Courtland	Spotsylvania	Spotsylvania	1	
Livingston	RD	5/24/2016	Goodwin Cove	35	0	0	0	35	0	0	0	106	9	5	6	15	Livingston	Post Oak	Spotsylvania	9	
Berkeley	PSD	3/14/2017	Cedar Forest	29	0	0	0	6	0	0	0	18	2	1	1	3	Cedar Forest	Thornburg	Massaponax	11	
Berkeley	PSD	3/14/2017	Summit Crossing Estates	70	0	0	0	70	0	0	0	213	18	9	13	29	Riverview	Thornburg	Massaponax	11	
Courtland	RD	9/12/2017	Barrington	39	0	0	0	27	0	0	0	82	7	4	5	11	Chancellor	Chancellor	Riverbend	5	
Battlefield	PSD	6/12/2018	Roseland	0	14	0	0	0	6	0	0	14	2	1	1	2	Spotswood	Battlefield	Massaponax	4	
Chancellor	PSD	8/14/2018	Ashleigh Ridge Subdivision	19	0	0	0	19	0	0	0	58	5	2	3	8	Wilderness	Freedom	Riverbend	5	
Courtland	PSD	8/14/2018	The Villas at Salem Church	0	0	0	45	0	0	0	26	39	0	0	0	5	-	-	-	6	
Lee Hill	PSD	9/9/2018	Palmer's Creek	0	0	400	0	0	0	400	0	596	29	19	20	82	Parkside	Spotsylvania	Massaponax	8	
Courtland	PSD	4/28/2020	Harrison Village	73	0	0	0	73	0	0	0	222	19	10	11	31	Battlefield	Chancellor	Chancellor	6	
Lee Hill	PSD	7/28/2020	Foxcroft	0	68	0	0	0	68	0	0	164	21	9	10	23	Lee Hill	Thornburg	Massaponax	11	
Lee Hill	PSD	10/13/2020	Afton Villas	2	0	0	77	2	0	0	77	115	1	0	0	16	Spotswood	Battlefield	Massaponax	4	
Courtland	RD	10/27/2020	Springhaven	0	30	0	0	0	30	0	0	72	9	4	4	10	Harrison Road	Chancellor	Riverbend	6	
Lee Hill	PSD	12/8/2020	Upper Spotsylvania Redevelopment	0	0	525	0	0	0	525	0	782	38	25	27	108	Cedar Forest	Battlefield	Massaponax	11	
Courtland	PSD	1/26/2021	Aura at Towne Centre	0	0	271	0	0	0	271	0	404	20	13	14	56	Salem	Chancellor	Riverbend	6	
		4/27/2021	Aspire at Lee's Hill	0	0	0	197	0	0	0	197	294	0	0	0	41	-	-	-	4	
		6/22/2021	Hazel Run Glen	110	0	0	0	110	0	0	0	334	28	14	20	46	Courtland	Battlefield	Chancellor	6	
		7/27/2021	Saddle Creek	101	0	0	0	101	0	0	0	307	26	13	19	42	Battlefield	Chancellor	Chancellor	6	
*By-right subdivisions								TOTALS	3218	2252	5198	1229	24,139	1846	927	1177	3331				
Total unbuilt residential units								11,897													

KEY: SFD = Single Family Detached; SF = Single Family Attached; MF = Multi- Family (apartments); AR = Age Restricted Units (any type)

Unbuilt units updated 1/1/2022
Projects added through 1/1/2022

Notes: Does not include new by-right subdivisions of fewer than 10 lots, family divisions, or annual divisions
Does not include existing by-right lots outside of subdivisions

Generation Rates	SFD	SFA	MF	
Persons Per Unit	3.04	2.41	1.49	
Students Per Unit			MF Mkt	MF TC
Elementary	0.2577	0.3072	0.073	0.291
Middle	0.1307	0.1286	0.047	0.134
High	0.1832	0.1453	0.051	0.139
Fire and Rescue	0.138 calls per capita			

2020 Census140,032TC = Tax Credit

Current Estimate140,623Mkt = Market Rate

VOLUNTARY PROFFER STATEMENT

Applicant: Old Plank Partners LLC ("Applicant")
433 E Monroe Ave, Alexandria, VA 22301

Owner: Arthur L. Tracy and Patricia B. Tracy, Trustees of The Tracy Family Trust
dated September 26, 2006 ("Owner")

Representative: Charles W. Payne, Jr., Hirschler Fleischer
725 Jackson Street, Ste. 200, Fredericksburg, VA 22401
Phone: (540) 604-2108; Fax (540) 604-2101
Email: cpayne@hirschlerlaw.com

Project Name: "Linwood Estates" (the "Project")

Property: Spotsylvania County Tax Parcels 21-10-2 consisting of approximately
27.1643 acres, known as 7611 Old Plank Road (the "Property")

Date: February 24, 2022

GDP: Zoning Map Amendment Generalized Development Plan, entitled
"Linwood Estates" prepared by Sullivan, Donahoe & Ingalls, dated May
17, 2021, and as last revised January 6, 2022, attached hereto as Exhibit A
("GDP")

Rezoning Request: From RU to PDH-4

Rezoning File No.: R21-0011

I. General Information

The Applicant and Owner, their respective successors and assigns, hereby agree that the development of the Property, subsequent to approval of the rezoning application to which these proffers are attached, will be in conformance with the GDP and the following proffered conditions ("Proffers") pursuant to Sections 15.2-2303 and 15.2-2303.4, et al. of the Code of Virginia (1950, as amended), and Section 23-4.6.3, et al. of the Zoning Ordinance of Spotsylvania County (1995, as amended). The Proffers are the only conditions offered in this rezoning application, and any prior proffers affecting the Property, whether of record or not, are hereby superseded by these Proffers. The Proffers will be effective upon Spotsylvania County's ("County") full and final approval of rezoning application R21-0011 to reclassify the Property from R-U to PDH-4 to allow for the development of no more than sixty-four (64) single-family detached units.

II. Land Use

- A. **General Development.** The Property will be developed in conformance with the GDP. Notwithstanding the foregoing, all parcel lines, parcel and lot sizes, building envelopes, building or home sizes, public road locations, private driveway and travelway locations, utility locations, 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 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 etc., and with the County's Zoning Ordinance, Subdivision Ordinance, and Design Standards Manual. Notwithstanding the foregoing, any material adjustments to the GDP shall be subject to the approval of the County's Zoning Administrator, and in no event shall approved adjustments to the GDP relieve the Applicant and Owner from providing any of the Proffers.
- B. **Use.** The Property shall be developed solely for no more than sixty-four (64) residential single-family detached dwelling units (each individually, a "Unit," and collectively, the "Units") as shown on the GDP, and the Property shall not be developed for any other secondary uses allowed under the PDH-4 district, except for any accessory or home occupation use authorized under said district.

III. **Transportation**

The Applicant and Owner shall provide the following in kind transportation proffers:

- A. Dedication of 0.4132 acres of right-of-way area along Old Plank Road, all as generally shown on the GDP;
- B. Construction of the following improvements at Old Plank Road and entrance of the Project, all as generally shown on the GDP, which improvements will be made prior to or upon the County's issuance of the first (temporary or final) Unit certificate of occupancy:
1. full-movement drive aisle with one ingress lane and one egress lane;
 2. eastbound left-turn lane on Old Plank Road with at least a 177-foot taper and 100 feet of storage; and
 3. 100-foot westbound right-turn taper and 100 feet of storage on Old Plank Road.
- C. All right-of-way dedications along Old Plank Road as shown on the GDP and described herein shall be conveyed to the County prior to or upon the first subdivision plan approval, except in the event the County requests that all or part of the said right of way be dedicated sooner. In this event and within thirty (30) days of the County's request, the Applicant will submit the right of way dedication plat application for approval and diligently pursue plat approval and record said right of way within sixty (60) days of original plat application submission.

IV. Open Space

As shown on the GDP, the following areas will be retained as open space: Parcel A 0.3233 acre.; Parcel B 0.7437 acre; Parcel C 0.1819 acre; Parcel D 0.1657 acre; Parcel E 0.6695 acre; and Parcel F 6.3137 acre-- for a total of approximately 8.3978 acres of open space. The open space area shown on the GDP will be owned and maintained by the homeowners' association, which will be created prior to the first subdivision plan approval.

V. Cash Proffers

- A. The following cash proffers under this Section V. will be provided to mitigate the Project's impacts. Cash proffers are applicable to all Units and will be paid on a per Unit basis of \$6,698.45 (\$428,700.80 divided by 64 Units = \$6,698.45) per Unit (the "Cash Contributions") upon the County's approval of a (temporary or final) certificate of occupancy for each Unit.

CASH AND IN-KIND PROFFERS					
	SF Detached	SF Attached	Multi-Family	Age-Restricted	TOTAL
Per Unit Cash Proffer	\$6,698.45 x 64	\$0 x 0	\$0 x 0	\$0 x 0	\$428,700.80
TOTAL	\$428,700.80	\$0	\$0	\$0	\$428,700.80
LUMP SUM AND IN-KIND CONTRIBUTIONS					
PUBLIC FACILITY CATEGORY					TOTAL VALUE
Schools	\$6,058.22 in cash per Unit towards Schools				\$387,726.32
Public Safety	\$247.70 in cash per Unit towards Public Safety				\$15,852.87
Transportation	\$0.00 in cash per Unit towards Transportation (see below cash proffers)				\$0.00
Parks & Rec.	\$392.53 in cash per Unit to Parks & Rec.				\$25,121.61
TOTAL CASH & IN KIND PROFFER VALUE					\$428,700.80

PROFFERED PHASING AND TIMING	
Phase or Contribution/Dedication	Timing
Cash Contributions to Public Safety	Upon the County's approval of a (temporary or final) certificate of occupancy for each Unit

<i>Cash Contributions to Parks & Rec.</i>	Upon the County's approval of a (temporary or final) certificate of occupancy for each Unit
---	---

- B. Escalation Clause. Commencing five (5) years after the approval of this rezoning application, the cash proffer for each Unit shall be adjusted annually on January 1st to reflect any increase for the preceding year in the Consumer Price Index, U.S. City Average, All Urban Consumers (the "CPI-U") prepared and reported monthly by the U.S. Bureau of Labor Statistics of the United States Department of Labor. The adjustment shall be made by multiplying the Cash Contributions for the preceding year by the CPI-U as of December 1st in the preceding year. If the CPI-U is discontinued by the United States Department of Labor, the Marshall and Swift Building Cost Index formula shall be used as defined by Section 15.2-2303.3B of the Code of Virginia.

VI. Additional Proffers

- A. The Applicant and Owner proffer that a historic marker or interpretive signage will be provided for the Chalmers House on Parcel D. This marker or signage will be installed prior to or upon the County's issuance of the first (temporary or final) Unit certificate of occupancy. The signage will be maintained by the Project's homeowners' association
- B. The Applicant and Owner proffer that the natural vegetation along the rear of lots 43 thru 59, as shown on the GDP, shall be maintained for a minimum fifteen feet (15') in width to provide a buffer to construction activities. Notwithstanding the forgoing, this buffer may be modified by the individual lot owners following occupancy of each individual lot.
- C. The Applicant and Owner agree to contribute the sum of \$7,400 towards Project entrance improvements reflected on Sheet 7 of the GDP or other County transportation purposes. This proffer payment will be paid to the County upon the County's issuance of a certificate of occupancy permit, whether temporary or final, for the first Unit.
- D. The Applicant and Owner agree to pay an additional cash proffer of \$200,000.00 towards Transportation Improvements at Andora Drive and Old Plank Road and/or other County CIP transportation projects in accordance with Section 15.2-2303.2.C of the code of Virginia. This Proffer will be paid to the County upon the County's issuance of a certificate of occupancy permit, whether temporary or final, for each Unit, at \$3,125.00 per Unit.

The Applicant and Owner make these Proffers voluntarily, in support of their rezoning application.

WITNESS the following signatures:

APPLICANT:

OLD PLANK PARTNERS LLC, a
Virginia limited liability company

By: _____

1/3, Manager

Date: _____

2/25/22

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Alexandria

The foregoing was subscribed, sworn to and acknowledged before me this 25th day of February, 2022, by David Tray, Manager of Old Plank Partners LLC, a Virginia limited liability company, on behalf of said company.

Notary Public

Print Name: Charles Taylor
My Commission Expires: 04/30/24
Registration No. 7520227
[SEAL]



OWNER:

The Tracy Family Trust dated September 26, 2006

By: Arthur L. Tracy
Arthur L. Tracy, Trustee

By: Patricia B. Tracy
Patricia B. Tracy, Trustee

Date: 2/27/22

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Alexandria

The foregoing was subscribed, sworn to and acknowledged before me this 27th day of February, 2022, by Arthur L. Tracy, Trustee of The Tracy Family Trust dated September 26, 2006.

Charles Taylor
Notary Public

Print Name: Charles Taylor
My Commission Expires: 04/30/24
Registration No. 7520227
[SEAL]



COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Alexandria

The foregoing was subscribed, sworn to and acknowledged before me this 27th day of February, 2022, by Patricia B. Tracy, Trustee of The Tracy Family Trust dated September 26, 2006.

Charles Taylor
Notary Public

Print Name: Charles Taylor
My Commission Expires: 04/30/24
Registration No. 7520227
[SEAL]



EXHIBIT A

Generalized Development Plan

14595427.1 043424.00003

ZONING MAP AMENDMENT GENERALIZED DEVELOPMENT PLAN LINWOOD ESTATES

T.M. 21 ((10)) 2 - 7611 OLD PLANK ROAD FREDERICKSBURG, VA.

PDH-4 DEVELOPMENT

CHANCELLOR MAGISTERIAL AND VOTING DISTRICT

SPOTSYLVANIA COUNTY, VIRGINIA

SHEET INDEX

- COVER SHEET
- MAP & DETAILS
- EXISTING CONDITIONS AND ZONING AREA EXHIBIT
- GENERAL LAYOUT AND UTILITY PLAN
- OTHER SPACE PLAN
- GENERALIZED DEVELOPMENT PLAN
- GENERALIZED TRANSPORTATION IMPROVEMENTS PLAN



VICINITY MAP



SITE AND ZONING DATA

TAX MAP: T.M. 21 ((10)) 2
TOTAL REGION AREA: 27.1643 AC
EXISTING ZONE: RU
PROPOSED ZONE: PDH-4
OVERLAY DISTRICT(S): REDEVELOPMENT PROTECTION OVERLAY & QIND
EXISTING USE: VACANT
PROPOSED USE: DOWNSIDE SINGLE FAMILY, DETACHED
HYDRAULIC UNIT CODE: RMAS, RAS7
WATER: EIS, EXO
SEWER: PUBLIC
ESTIMATED VPD: 750 VPD (QAS) USE CODE (D10) SEE TRAFFIC STUDY
VOT. MOT. OR BTD (QAS): 11,000 VPD
HISTORIC BUILDING, ARCHAEOLOGICAL FEATURES, HISTORIC DISTRICTS: NONE KNOWN
KNOWN PLACES OF BURIAL: NONE KNOWN
WETLANDS ON SITE: YES
SOILS WHITE COLLECTION: PRIVATE
UNDESIRABLE AREA OF LAND: 18 AC +/-

TRIP CALCULATIONS:

TRIP STUDY DAILY TRAFFIC: 750 VPD
AM PEAK HOUR: 55 VPH (14 ENTERING, 41 EXITING)
PM PEAK HOUR: 72 VPH (40 ENTERING, 27 EXITING)
FROM TRAFFIC STUDY BY RIMLEY KEAP & ASSOCIATES, DATED JUNE 3, 2021

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 F. PROXIMATE SITE EXTENSIVE TREATMENT TO BRING THE SOILS ABOVE/AT LEVEL TO AN ACCEPTABLE LEVEL TO SUSTAIN ANY FORM OF PLANT GROWTH MAY BE REQUIRED.

APPLICANT:

OLD PLANK PARTNERS, LLC
470 N. DAVID P. TRACY
433 E. INNOVATION AVE.
FREDERICKSBURG, VA 22401
PHONE: 703-988-4480
EMAIL: oldplank@comcast.net

OWNER:

ARTHUR L. & PATRICIA B. TRACY, TRUSTEES
THE TRACY FAMILY TRUST
10000 N. DAVID P. TRACY
FREDERICKSBURG, VA 22407

TAX MAP 21 ((10)) 2
L.S. 71002653

LAND USE SUMMARY

ZONE, PDH-4	ZONING REQUIREMENT	PER THIS PROJECT
MIN. LOT AREA	NOT SPECIFIED	5,600 S.F.
MIN. LOT WIDTH	NOT SPECIFIED	WALKS & FRONT SETBACK
DENSITY	4 D.U. PER ACRE	2.33 D.U. PER ACRE
AVERAGE LOT AREA	NOT SPECIFIED	9,812 S.F.
FRONT	NOT SPECIFIED	20'
REAR	NOT SPECIFIED	25'
SIDE	NOT SPECIFIED	10'
ACCESSORY REBARS:		
REAR	NOT SPECIFIED	10'
SIDE	NOT SPECIFIED	10'
MAX. BUILDING HEIGHT	NOT SPECIFIED	30'
MIN. PAVEMENT WIDTH	NOT SPECIFIED	40'
OPEN SPACE	NOT SPECIFIED	20.7%
PARKING	2 PER UNIT	2 * 64 = 128 (MIN.)

DENSITY COMPARISON TABLE

ZONE	AREA	DENSITY	MINIMUM UNIT YIELD
RU (Residential)	27.1643 AC	1.187 D.U. PER ACRE (MIN. 10 PER ACRE)	32 UNITS PER ACRE (MIN. 10 PER ACRE)
PDH-4 (PROPOSED)	27.1643 AC	4.187 D.U. PER ACRE	128 UNITS PER ACRE

WATER / SEWER ESTIMATE

NUMBER OF LOTS	WATER	SEWER
124	2,600 GPD	2,600 GPD

APPROVAL

SULLIVAN, DONAHOE & INGALLS
ENGINEERS, SURVEYORS, AND ENVIRONMENTAL SERVICES

P.O. BOX 614
FREDERICKSBURG, VIRGINIA 22404
PHONE 540-886-0573



DATE	REVISIONS
10-10-2023	1.0 - INITIAL DESIGN
10-10-2023	1.1 - REVISED DESIGN
10-10-2023	1.2 - REVISED DESIGN
10-10-2023	1.3 - REVISED DESIGN
10-10-2023	1.4 - REVISED DESIGN
10-10-2023	1.5 - REVISED DESIGN
10-10-2023	1.6 - REVISED DESIGN
10-10-2023	1.7 - REVISED DESIGN
10-10-2023	1.8 - REVISED DESIGN
10-10-2023	1.9 - REVISED DESIGN
10-10-2023	1.10 - REVISED DESIGN
10-10-2023	1.11 - REVISED DESIGN
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10-10-2023	1.15 - REVISED DESIGN
10-10-2023	1.16 - REVISED DESIGN
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10-10-2023	1.95 - REVISED DESIGN
10-10-2023	1.96 - REVISED DESIGN
10-10-2023	1.97 - REVISED DESIGN
10-10-2023	1.98 - REVISED DESIGN
10-10-2023	1.99 - REVISED DESIGN
10-10-2023	2.00 - REVISED DESIGN

ENGINEERS, SURVEYORS & ENVIRONMENTAL SERVICES
SULLIVAN, DONAHOE & INGALLS, INC.
10700 COLLEGE DRIVE
FREDERICKSBURG, VIRGINIA 22404
TELEPHONE: 540-886-0573
FAX: 540-886-0574

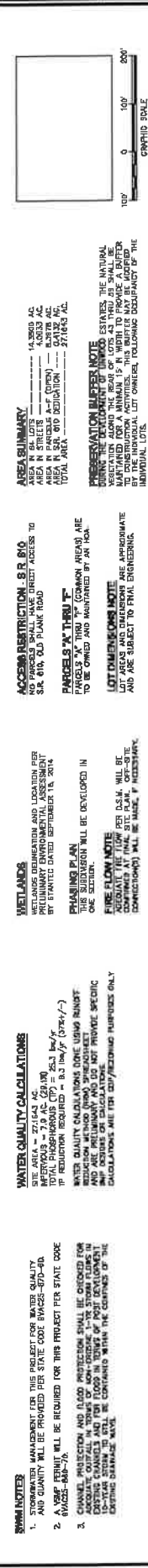
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SULLIVAN, DONAHOE & INGALLS

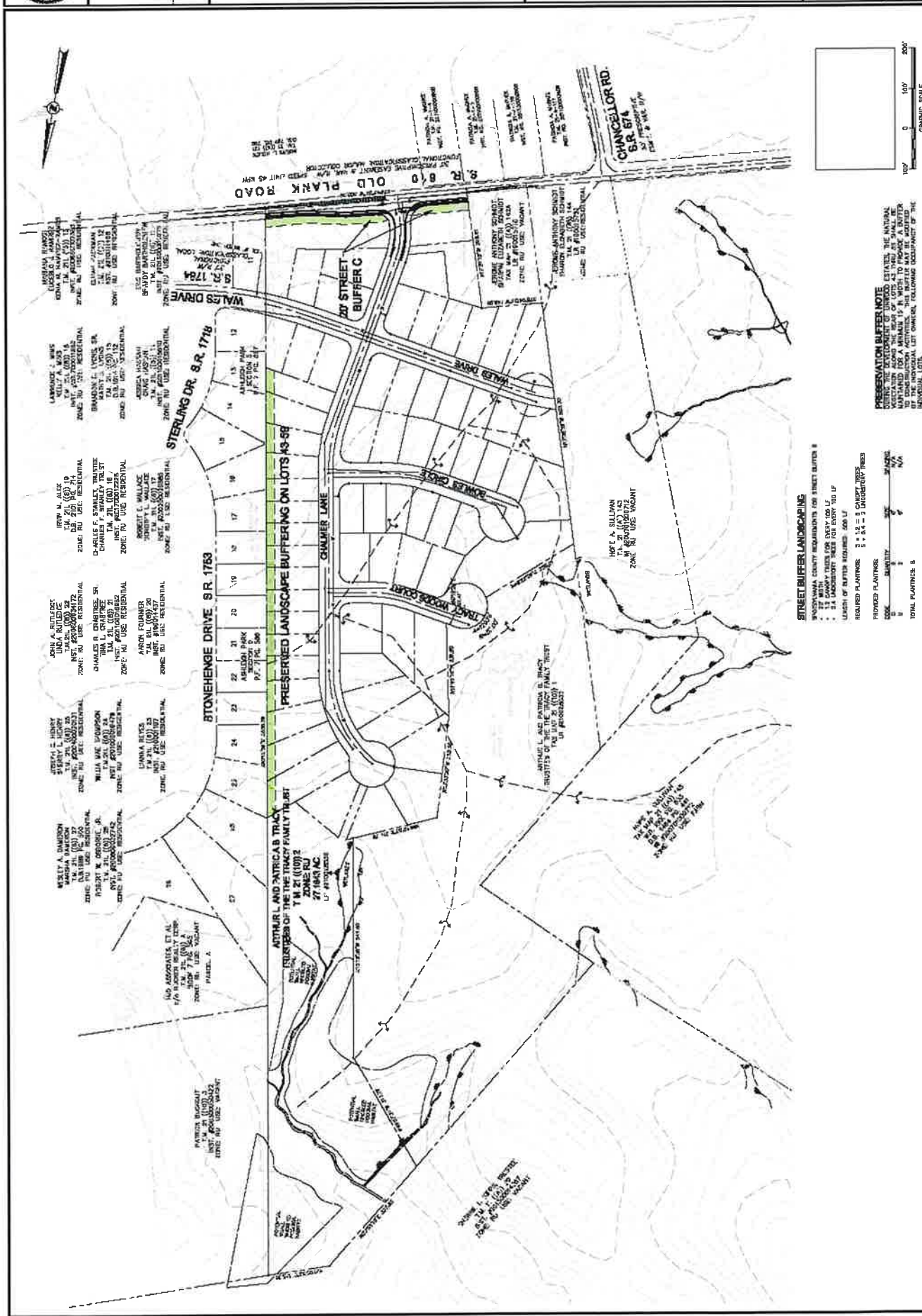
LINWOOD ESTATES
SPOTSYLVANIA COUNTY, VIRGINIA
COVER SHEET

DISTRICT: 1ST DISTRICT
APPROVED: [Signature]
DATE: 2023-10-17
SCALE: NONE

SHEET 1
OF 7
SHEETS

TYPE OF USE	NO. OF UNITS OR TOTAL AREA	ESTIMATED IMPERVIOUS AREA ASSUME 100% PAVEMENT OR 80% PAVED R/W
PAVED R/W ROADS	84 LOTS 4.5 AC.	4.5 AC.
—	—	—
TOTAL IMPERVIOUS AREA IMPERVIOUS RATE	—	4.5 / 31.3 = 14%





PRESERVATION BUFFER NOTE
DURING THE DEVELOPMENT OF UNDEVELOPED ESTATE, THE NATURAL VEGETATION ALONG THE REAR OF LOTS 43, 44 AND 45 SHALL BE MAINTAINED FOR A MINIMUM 15' IN WIDTH TO PROVIDE A BUFFER TO CONSTRUCTION ACTIVITIES. THIS BUFFER MAY BE MODIFIED BY THE INDIVIDUAL LOT OWNER, FOLLOWING OCCUPANCY OF THE INDIVIDUAL LOTS.

STREET BUFFER LANDSCAPING

MINIMUM PLANTING DENSITY REQUIREMENTS FOR STREET BUFFER: 8 PLANTS PER 100 LF

- 12' WIDE
- 1.2 CANOPY TREES FOR EVERY 100 LF
- 3.4 UNDERSTORY TREES FOR EVERY 100 LF

LENGTH OF BUFFER REQUIRED: 600 LF

REQUIRED PLANTINGS: 2 x 1.2 = 2 CANOPY TREES
3 x 3.4 = 10 UNDERSTORY TREES

PROVIDED PLANTINGS:		PLANTING
CODE	QUANTITY	
U	2	N/A
U	2	N/A
TOTAL PLANTINGS: 8		

TRANSFORMED (P)

ZONING MAP AMENDMENT GENERALIZED DEVELOPMENT PLAN LINWOOD ESTATES

T.M. 21 ((10)) 2 - 7611 OLD PLANK ROAD FREDERICKSBURG, VA.
PDH-4 DEVELOPMENT
CHANCELLOR MAGISTERIAL AND VOTING DISTRICT
SPOTSYLVANIA COUNTY, VIRGINIA

OWNER:

ARTHUR L. & PATRICIA B. TRACY, TRUSTEES
THE TRACY FAMILY TRUST
7613 OLD PLANK ROAD
FREDERICKSBURG, VA. 22407

TAX MAP 21 ((10)) 2
LR: 210028559

APPLICANT:

OLD PLANK PARTNERS LLC
c/o MR. DAVID P. TRACY
433 E MONROE AVE.
ALEXANDRIA, VA 22301
PHONE: 703-898-6486
EMAIL: dpt@cottages.com

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 SULPHATE SOILS AS WELL AS OTHER SOILS THAT PRODUCE A PH OF 4 ARE PRESENT ON THE PROJECT SITE EXTENSIVE TREATMENT TO BRING THE SOILS ACID/PH LEVEL TO AN ACCEPTABLE LEVEL TO SUSTAIN ANY FORM OF PLANT GROWTH MAY BE REQUIRED.

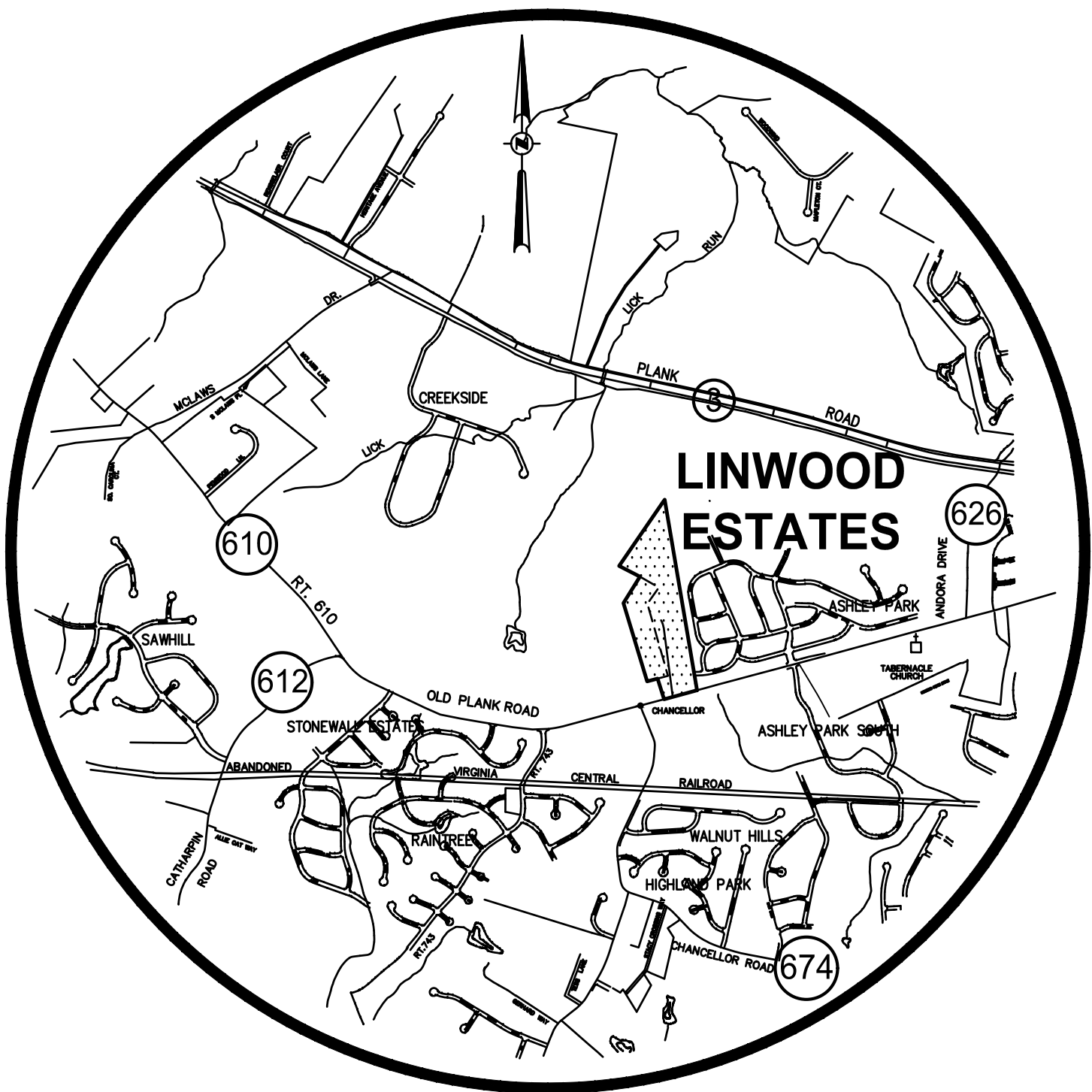
SITE AND ZONING DATA

TAX MAP:	T.M. 21 ((10)) 2
TOTAL REZONE AREA:	27.1643 AC.
EXISTING ZONE:	RU
PROPOSED ZONE:	PDH-4
OVERLAY DISTRICT(S):	RESERVOIR PROTECTION OVERLAY & CBPO
EXISTING USE:	VACANT
PROPOSED USE	DWELLING SINGLE FAMILY, DETACHED
HYDRAULIC UNIT CODE:	RA45, RA47
WATERSHED:	E19, E20
WATER:	PUBLIC
SEWER:	PUBLIC
ESTIMATED VPD:	750 VPD (MAX.) ITE USE CODE (210) SEE TRAFFIC STUDY BY RAMEY KEMP & ASSOCIATES DATED JUNE 3, 2021
VDOT ADT, SR 610 (2019)	11,000 VPD
HISTORIC BUILDING, ARCHAEOLOGICAL FEATURES, HISTORIC DISTRICTS	NONE KNOWN
KNOWN PLACES OF BURIAL:	NONE KNOWN
WETLANDS ON SITE:	YES
SOLID WASTE COLLECTION:	PRIVATE
APPROXIMATE AREA OF LAND DISTURBANCE	18 AC. +/-

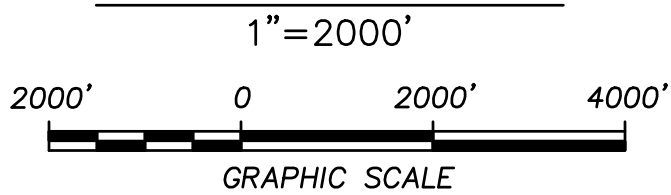
TRIP CALCULATIONS:

WEEKDAY DAILY TRAFFIC: 750 VPD
AM PEAK HOUR: 55 VPH (14 ENTERING, 41 EXITING)
PM PEAK HOUR: 72 VPH (45 ENTERING, 27 EXITING)

FROM TRAFFIC STUDY BY RAMEY KEMP & ASSOCIATES, DATED JUNE 3, 2021



VICINITY MAP



SHEET INDEX

- 1 COVER SHEET
- 2 NOTES & DETAILS
- 3 EXISTING CONDITIONS & REZONING AREA EXHIBIT
- 4 GENERAL LAYOUT AND UTILITY PLAN
- 5 OPEN SPACE PLAN
- 6 GENERALIZED LANDSCAPING PLAN
- 7 GENERALIZED TRANSPORTATION IMPROVEMENTS PLAN

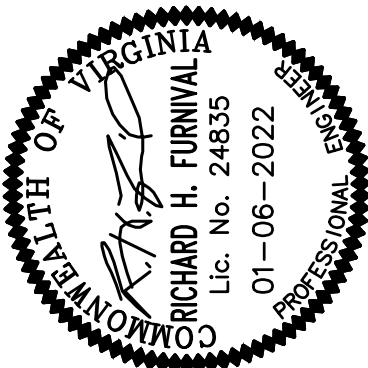
LAND USE SUMMARY		
ZONE: PDH-4	ZONING REQUIREMENT	PER THIS PROJECT
MIN. LOT AREA	NOT SPECIFIED	5,000 S/F
MIN. LOT WIDTH	NOT SPECIFIED	VARIES @ FRONT SETBACK
DENSITY	4 D.U. PER ACRE	2.35 D.U. PER ACRE
AVERAGE LOT AREA	NOT SPECIFIED	9,812 S/F
SETBACKS:		
FRONT	NOT SPECIFIED	20'
REAR	NOT SPECIFIED	25'
SIDE	NOT SPECIFIED	6'
ACCESSORY SETBACKS:		
REAR	NOT SPECIFIED	5'
SIDE	NOT SPECIFIED	5'
MAX. BUILDING HEIGHT	NOT SPECIFIED	35'
MIN. PUBLIC ROAD FRONTAGE	NOT SPECIFIED	40'
OPEN SPACE	30%	30.7%
PARKING	2 PER UNIT	2 x 64 = 128 (MIN.)

DENSITY COMPARISON TABLE			
ZONE	AREA	DENSITY	MAXIMUM UNIT YIELD
RU (EXISTING)	27.1643 AC.	1 UNIT PER 3 AC. (MAX 10 PER PARCEL)	8 UNITS (1 PARCEL 1, 7 PARCEL 2)
PDH-4 (PROPOSED)	27.1643 AC.	4 UNITS PER 1 AC.	108 UNITS

WATER / SEWER ESTIMATE		
NUMBER OF LOTS	WATER	SEWER
64	25,600 GPD	25,600 GPD

APPROVAL

SULLIVAN, DONAHOE & INGALLS
ENGINEERS, SURVEYORS, AND ENVIRONMENTAL SERVICES
P.O. BOX 614
FREDERICKSBURG, VIRGINIA 22404
PHONE 540-898-5878



DATE	REVISIONS
10-08-2021	PER COUNTY COMMENTS
12-16-2021	PER VDOT COMMENTS
01-06-2022	PER VDOT COMMENTS

ENGINEERS, SURVEYORS & ENVIRONMENTAL SERVICES
P.O. BOX 614
10720 COLUMBIA DRIVE
FREDERICKSBURG, VIRGINIA 22404
TELEPHONE 540-898-5878

SDI
SULLIVAN
DONAHOE &
INGALLS

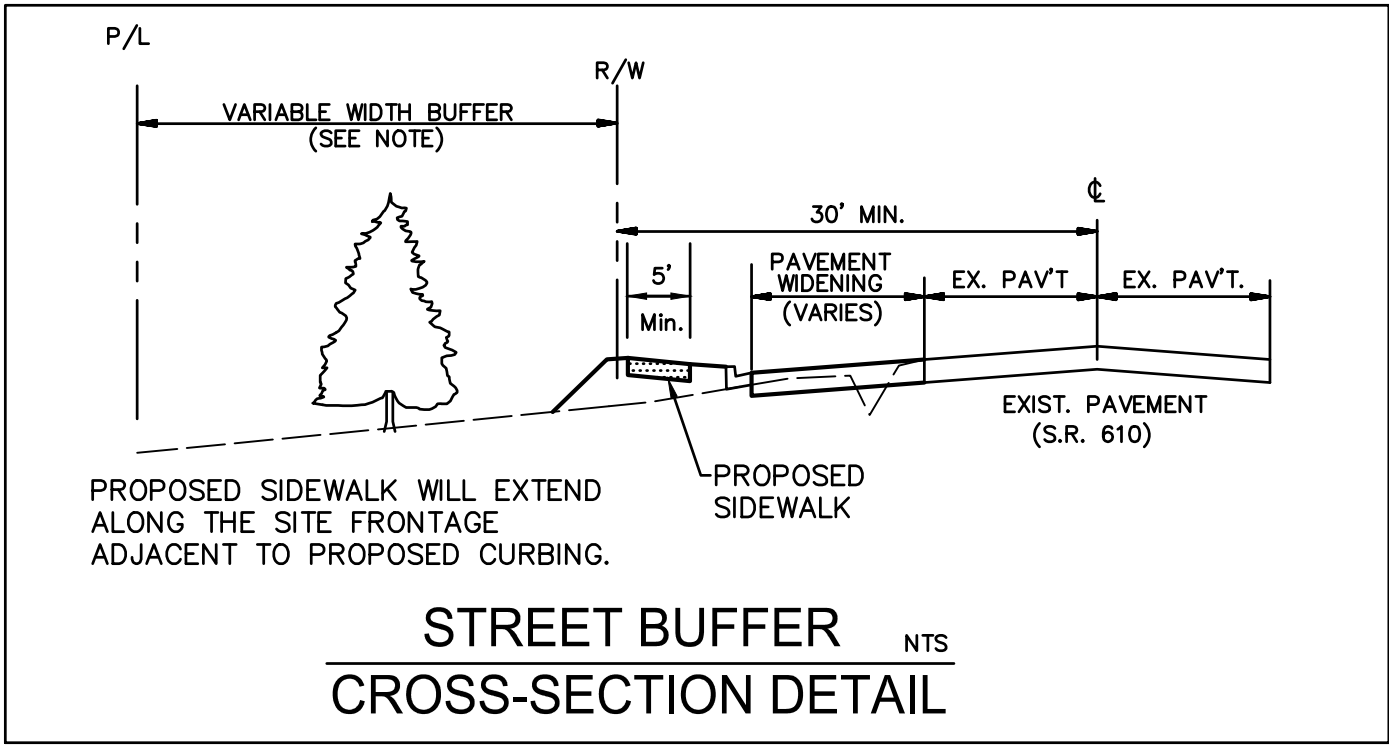
LINWOOD ESTATES
CHANCELLOR MAGISTERIAL DISTRICT
SPOTSYLVANIA COUNTY, VIRGINIA

COVER SHEET

DES/DRFT: RGF/MBD
CHECKED: KLO
APPROVED: RHF
JOB NO.: 17-SP-0660
DATE: 2021-05-17
SCALE: NONE

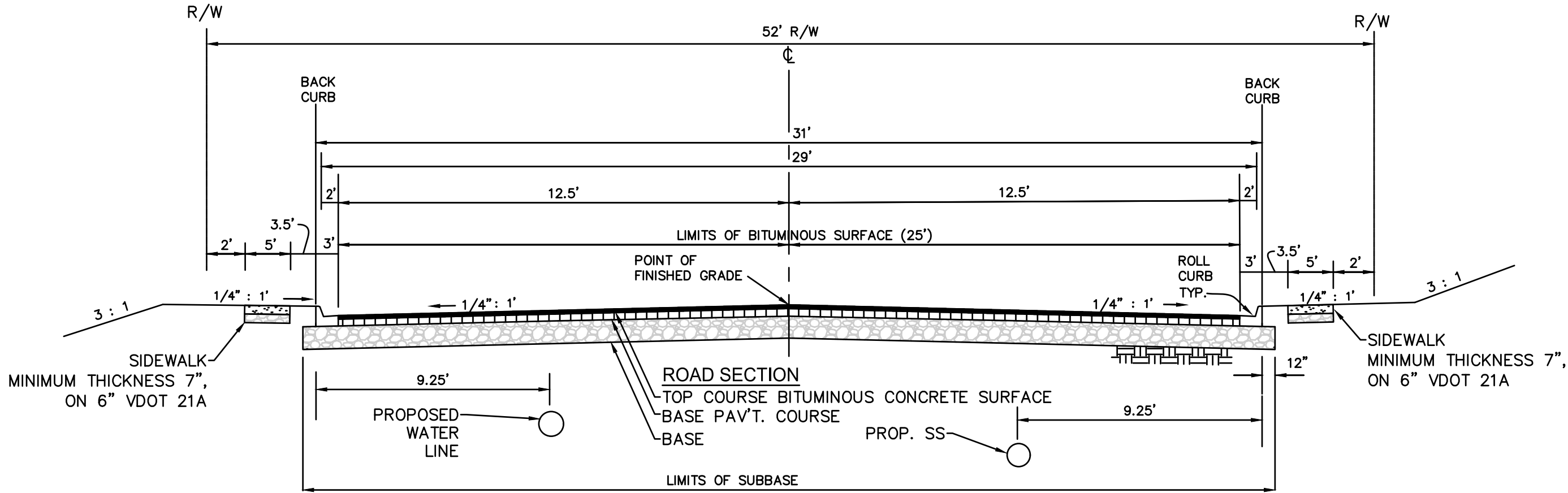
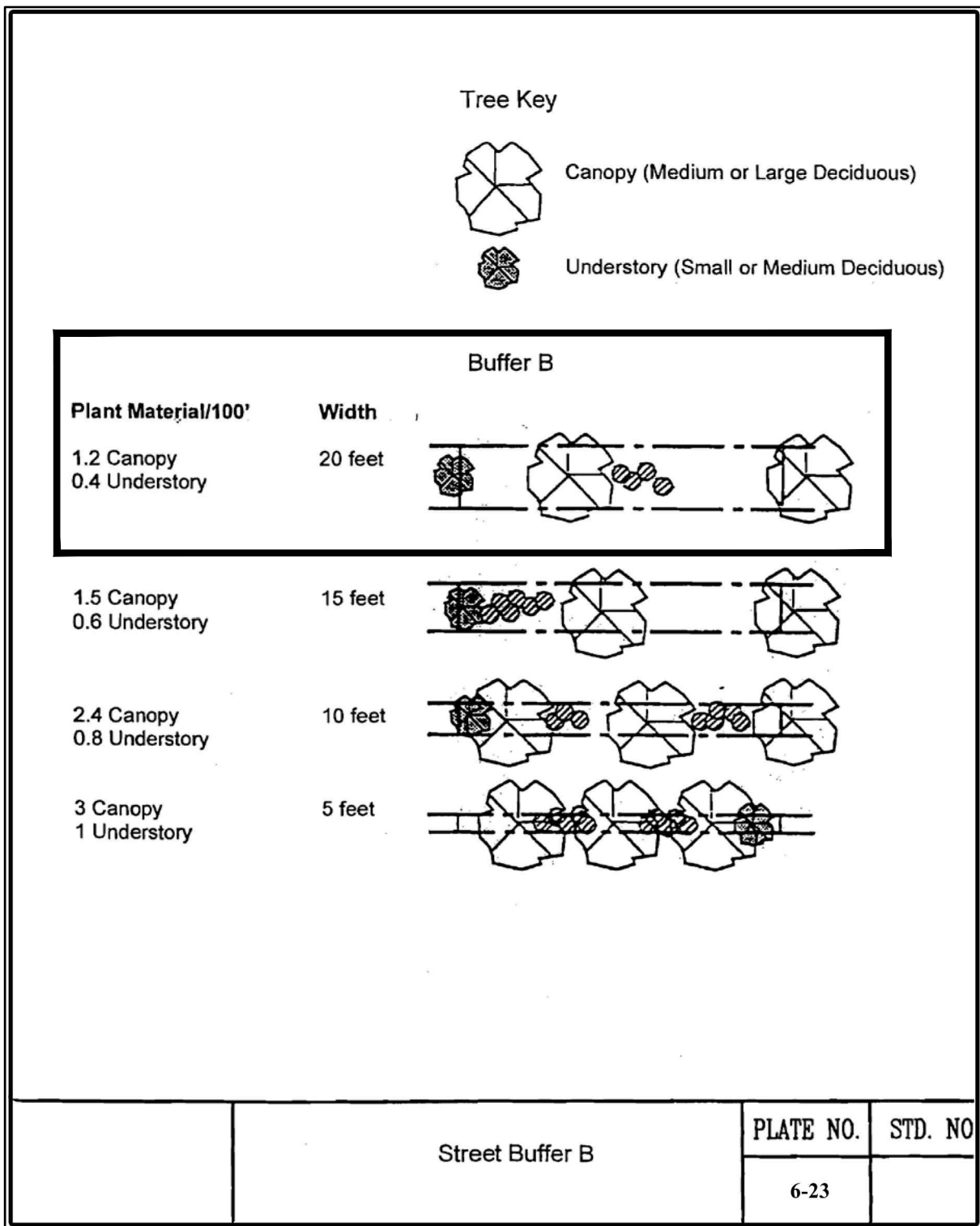
GENERAL NOTES:

1. THESE PLANS WERE PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF VDOT SUBDIVISION STREET REQUIREMENTS.
2. ALL PUBLIC AND PRIVATE STREETS SHALL BE DESIGNED AND CONSTRUCTED TO THE REQUIREMENTS AND SPECIFICATIONS OF VDOT AND/OR SPOTSYLVANIA COUNTY.
3. ALL EASEMENTS FOR PUBLIC WATER, SANITARY SEWER, AND STORM DRAINAGE SHALL BE SHOWN ON FINAL PLANS AND PLATS, AND DEDICATED TO PUBLIC USE.
4. FINAL DESIGN PLANS SHALL SATISFY ALL EROSION AND SEDIMENT CONTROL REQUIREMENTS.
5. NO LAND SHOWN HEREON IS LOCATED IN THE 100 YEAR FLOOD PLAIN IN ZONE "A" AS SCALED FROM FLOOD INSURANCE RATE MAP, COMMUNITY-PANEL NO. 510308 0075 C; DATED FEB. 18, 1998. THE REMAINDER OF THE SITE IS LOCATED IN ZONE "X", AREAS OUTSIDE THE 500 YR. FLOOD PLAIN.
6. THIS DEVELOPMENT SHALL MEET ALL C.B.P.O. REQUIREMENTS. C.B.P.O. SITE PLAN APPROVAL IS REQUIRED PRIOR TO FINAL PLAT APPROVAL.
7. ALL COMMON AREAS ARE PRIVATE AND SHALL BE OWNED AND MAINTAINED BY A HOMEOWNER'S ASSOCIATION.
8. FINAL UTILITY DESIGNS TO BE APPROVED BY THE FIRE MARSHAL AND UTILITIES DEPARTMENT PRIOR TO FINAL PLAT APPROVAL.
9. THERE ARE NO KNOWN PLACES OF BURIAL ON THIS SITE.
10. SOLID WASTE SHALL BE STORED BY INDIVIDUAL LOT OWNERS, PICKED UP BY COMMERCIAL HAULER AND DISPOSED OF IN A LOCATION APPROVED BY SPOTSYLVANIA COUNTY.
11. ALL WETLAND FILLS & DISTURBANCES WILL BE PERMITTED BY THE U.S. ARMY CORPS OF ENGINEERS.
12. PUBLIC WATER PROVIDED BY CONNECTING TO SPOTSYLVANIA COUNTY SYSTEM. (SEE SHEET 4 FOR POINT OF CONNECTION)
13. PUBLIC SEWER PROVIDED BY CONNECTING TO SPOTSYLVANIA COUNTY SYSTEM. (SEE SHEET 4 FOR POINT OF CONNECTION)
14. FINAL DESIGN PLAN TO INCLUDE STORM SEWER SYSTEM DESIGNS.
15. ALL PUBLIC STREET SIGNS SHALL BE IN ACCORDANCE WITH VDOT AND SPOTSYLVANIA COUNTY STANDARDS (ARTICLE 5.6, S.C.D.S.M.).
16. TYPICAL ROAD SECTIONS ARE FOR PRIMARY ROADS ONLY AND DO NOT INCLUDE ALLEYS OR LOW-TRAFFIC TRAVELWAYS.
17. BOUNDARY INFORMATION TAKEN FROM PLATS BY S.D.I., TOPOGRAPHY TAKEN FROM AERIAL MAPS BY OTHERS.
18. LIGHTING SHALL BE PROVIDED IN ACCORDANCE WITH THE STANDARDS IDENTIFIED IN ARTICLE 5 (5-7) OF THE SPOTSYLVANIA COUNTY DESIGN STANDARDS MANUAL AND THE ASSOCIATED PROFFER STATEMENT. THE APPLICANT RESERVES THE RIGHT TO DEVELOP A COMPREHENSIVE LIGHTING PLAN, SUBJECT TO THE APPROVAL OF SPOTSYLVANIA COUNTY.
19. PROPERTY OWNERS ARE RESPONSIBLE FOR PRESERVING DRAINAGE EASEMENTS ON/ACROSS THEIR PROPERTY. SUCH EASEMENTS SERVING ROADWAYS MAINTAINED BY VDOT WILL BE MAINTAINED BY VDOT ONLY AS REQUIRED TO PROTECT THE ROADWAY FROM DAMAGE OR FLOODING.
20. ANY WELLS FOUND WILL BE ABANDONED PER HEALTH DEPARTMENT REQUIREMENTS.
21. FINAL RECORD PLAT TO BE ON VIRGINIA STATE PLANE COORDINATES (GPS).
22. VDOT PERMIT REQUIRED FOR ENTRANCE IMPROVEMENTS WITHIN VDOT R.O.W.
23. COUNTY UTILITIES WITHIN THE ROADWAY ARE SUBJECT TO THE INSTALLATION AND INSPECTION REQUIREMENTS OF SPOTSYLVANIA COUNTY UTILITIES DESIGN STANDARDS MANUAL (SECTION 1.12 WATER AND SEWER LINES IN VDOT ROADWAYS - NEW CONSTRUCTION).
24. PRIVATE ENTRANCES IN CONJUNCTION WITH ROLLTOP CURB MUST BE CONSTRUCTED PER FIGURES 7 AND 8 OF APPENDIX B (1) OF THE VDOT ROAD DESIGN MANUAL.



TRANSPORTATION CORRIDOR BUFFER NOTE

TRANSPORTATION CORRIDOR BUFFER SHALL PROVIDED ALONG OLD PLANK ROAD FRONTAGE. MINIMUM WIDTH OF BUFFER SHALL BE 100' AS MEASURED FROM CENTER OF EXISTING ROAD.



TYPICAL SECTION - ROLL CURB

STREETS OLD PLANK SUBD - PUBLIC
52' PUBLIC R/W
N.T.S.

BASE AND PAVEMENT DESIGN

0-400 VPD
1-1/2" OF SM-9.5A, 2" OF IM-19.0, 6" 21A BASE

401-1000 VPD
2" OF SM-9.5A, 2" OF IM-19.0, 10" 21A BASE

PAVEMENT NOTE:
THE FINAL PAVEMENT DESIGN SHALL BE BASED ON A GEOTECHNICAL REPORT WHICH SHOWS THE PAVEMENT DESIGN. THE PAVEMENT DESIGN FOR ROADS INTENDED TO BE DEDICATED TO THE PUBLIC SHALL BE REVIEWED AND APPROVED BY VDOT PRIOR TO PLACEMENT

Road Design Manual

Appendix B

Page B(1)-7

GEOMETRIC DESIGN STANDARDS FOR RESIDENTIAL AND MIXED USE SUBDIVISION STREETS (GS- SSAR)

HORIZONTAL AND VERTICAL CONTROLS						CURB AND GUTTER ROADWAYS			
PROJECTED TRAFFIC VOLUME (ADT)	MINIMUM DESIGN SPEED (MPH)	CURVE DATA				MINIMUM SIGHT DISTANCE			
		MINIMUM CENTERLINE RADIUS (5)	SUPER-ELEV.	MAXIMUM % GRADE	STOPPING (3)	INTERSECTIONS (4)	NO PARKING (6)	PARKING 1 SIDE (2)	PARKING BOTH SIDES (2)
UP TO 2000	25	200'	NONE	NOTE (7)	155'	280'	24' (1)	24' (1)	29' (1)
2001 TO 4000	30	335'	NONE	NOTE (8)	200'	335'	26' (9)	31' (9)	36' (9)

Notes:

For streets with volumes over 4000 or serving heavy commercial or industrial traffic, use the appropriate geometric design standard. (See VDOT's Road Design Manual).

The roadway with the highest volume will govern the sight distance.

Right of Way requirements can be found in [Section 4.M Right Of Way](#).

For volumes 2001 - 4000 vpd, design criteria for the Collector functional class was utilized to determine minimum design values.

Lower design speeds (and street widths) may be utilized provided they are designed in accordance with the AASHTO Green Book or AASHTO's Guidelines for Geometric Design of Low-Volume Roads. The designer should coordinate with VDOT in advance of design (e.g. sketch plan stage) if this alternative criteria is being utilized.

If 20 mph minimum design speed is utilized, a 20 mph advisory speed limit sign shall be posted along with any other horizontal or vertical curve warning signs as warranted.

An engineering speed study sealed and signed by a licensed professional engineer, using VDOT's standard speed study report, must be provided by the developer and approved by VDOT for any roads posted at other than the statutory speed limit and planned for acceptance into the state system.

1. If the Local Street has 1 point of access and ADT>400 vpd, then the roadway width must meet design values (2001 to 4000 vpd).
2. With parking lanes, the horizontal clearance (measured from face of curb) is 1.5' (Min). 2018 AASHTO Green Book Chapter 5 (Section 5.3.4). However, VDOT has established a 3' minimum setback requirement behind the curb (This Manual, Section 5, Figure B(1)-18).
3. 2018 AASHTO Green Book Chapter 3 (Table 3-1)
4. 2018 AASHTO Green Book Chapter 9 (Table 9-7). For grades greater than 3%, the time gap must be adjusted and required sight distance recalculated.
5. 2018 AASHTO Green Book Chapter 3 (Page 3-55, Table 3-13)
6. Lateral offset (measured from face of curb) should be a minimum of 1.5' (Min) 2018 AASHTO Green Book Chapter 5 (Page 4-20). Curb plan is not a portion of the travelway, but is a portion of the parking lane.
7. 2018 AASHTO Green Book Chapter 5 (Section 5.3).
8. 2018 AASHTO Green Book Chapter 6 (Section 6.3).
9. Lane widths may vary between 10'-12' feet for collectors with 2001-4000 ADT. Widths shown may be decreased by 2 feet (26 feet to 24 feet), (31 feet to 29 feet) and (36 feet to 34 feet) based upon engineering judgment subject to VDOT approval.

TABLE B(1)-1 CURB AND GUTTER SECTION

*Rev. 1/21

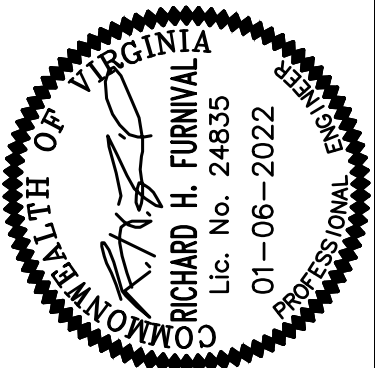
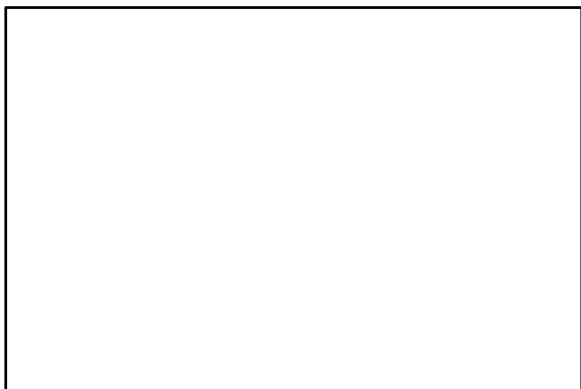
LOT COVERAGE TABULATION

TYPE OF USE	# UNIT	MAX LOT COVERAGE %
S.F.D.	64	60%

S.F.D. ---- SINGLE FAMILY DETACHED

IMPERVIOUS AREA TABLE - POST DEVELOPMENT

TYPE OF USE	NO. OF UNITS OR TOTAL AREA	ESTIMATED IMPERVIOUS AREA ASSUME 3000 S/F (S.F.D. RES.) 0.80% x PAVED R/W
S.F.D.	64 LOTS	4.5 AC.
PAVED R/W ROADS	4.3 AC.	3.4 AC.
-	-	-
TOTAL IMPERVIOUS AREA		7.9 AC.
IMPERVIOUS RATIO		7.9 / 27.2 = 29%



DATE	REVISIONS
10-08-2021	PER COUNTY COMMENTS
12-16-2021	PER VDOT COMMENTS
01-06-2022	PER VDOT COMMENTS

ENGINEERS, SURVEYORS & ENVIRONMENTAL SERVICES
P.O. BOX 614
10720 COLUMBIA DRIVE
FREDERICKSBURG, VIRGINIA 22404
TELEPHONE 540-898-5876

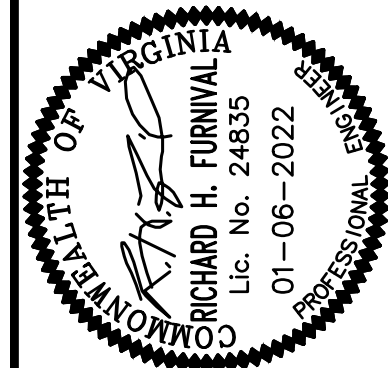
SULLIVAN
DONAHOE &
INGALLS

LINWOOD ESTATES
CHANCELLOR MAGISTERIAL DISTRICT
SPOTSYLVANIA COUNTY, VIRGINIA

NOTES & DETAILS

DES/DRFT: RGF/MBD
CHECKED: KLO
APPROVED: RHF
JOB NO.: 17-SP-0660
DATE: 2021-05-17
SCALE: NONE

SHEET 2
OF 7 SHEETS



DATE	REVISIONS
10-08-2021	PER COUNTY COMMENTS
12-16-2021	PER VDOT COMMENTS
01-06-2022	PER VDOT COMMENTS

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10720 COLUMBIA DRIVE
FREDERICKSBURG, VIRGINIA 22404
TELEPHONE 540-898-5876

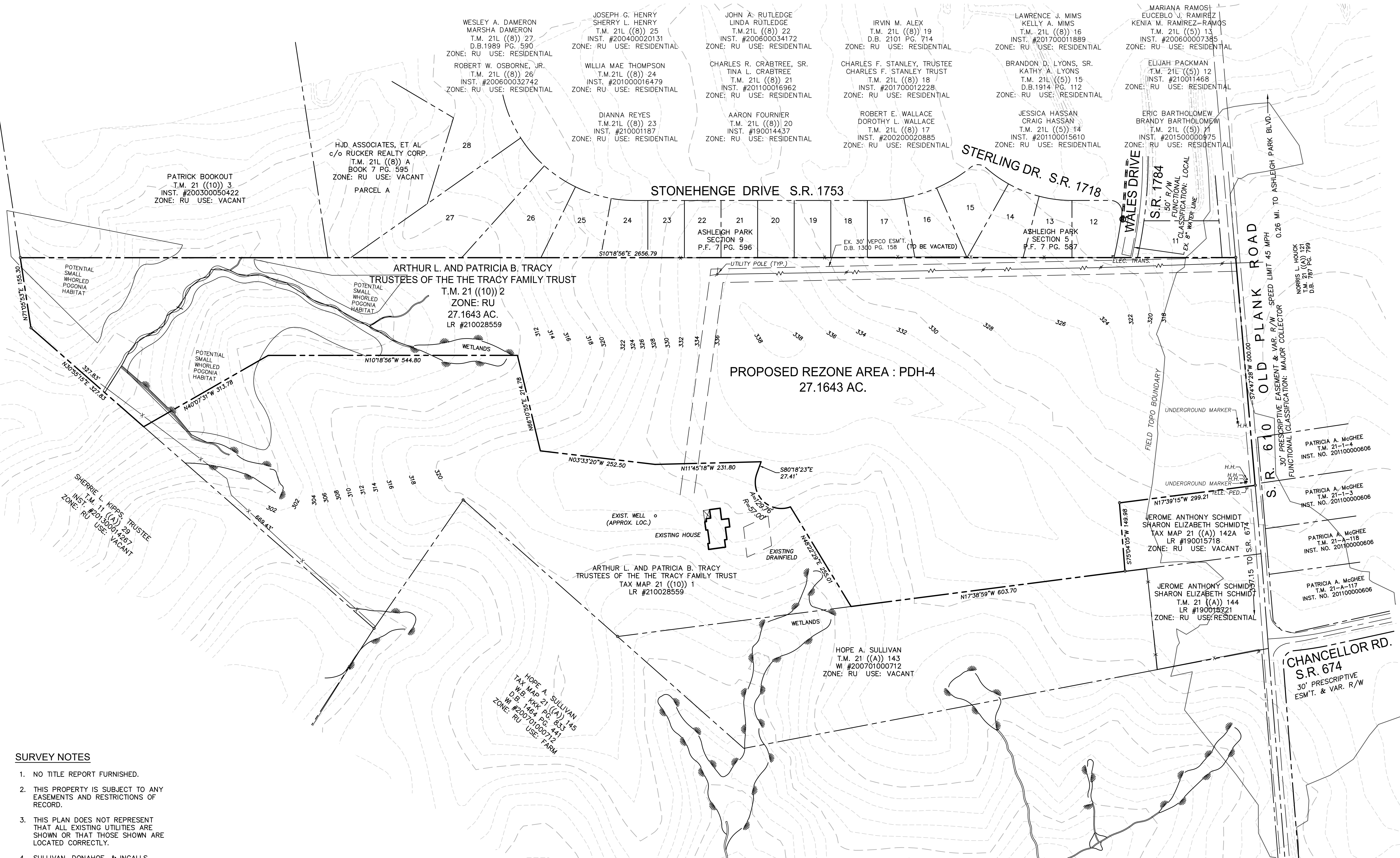
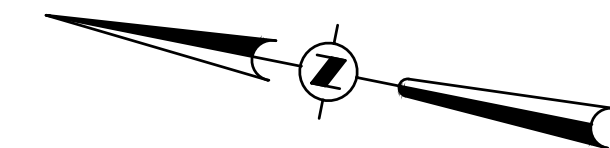
SDI
SULLIVAN
DONAHOE &
INGALLS

LINWOOD ESTATES
CHANCELLOR MAGISTERIAL DISTRICT
SPOTSYLVANIA COUNTY, VIRGINIA

EXISTING CONDITIONS &
REZONING AREA EXHIBIT

DES/DRFT: RGF/MBD
CHECKED: KLO
APPROVED: RHF
JOB NO.: 17-SP-0660
DATE: 2021-05-17
SCALE: 1" = 100'

SHEET **3**
OF **7** SHEETS



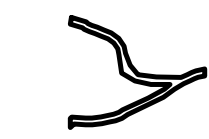
SURVEY NOTES

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 SPOTSYLVANIA COUNTY GIS . DATED 2008.
6. MERIDIAN IS VIRGINIA STATE PLANE N.A.D. 1983. BOUNDARY BASED ON SURVEY BY THIS FIRM DATED OCTOBER 23, 2014.

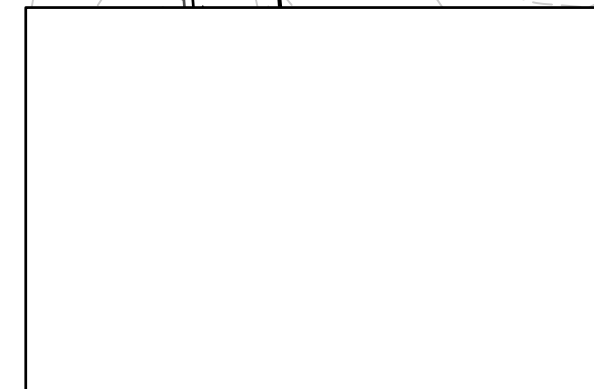
LEGEND:



APPROXIMATE WETLAND LIMITS



APPROXIMATE STREAM CHANNEL LIMITS



GRAPHIC SCALE

WETLANDS

WETLANDS DELINEATION AND LOCATION PER PRELIMINARY ENVIRONMENTAL ASSESSMENT BY STANTEC DATED SEPTEMBER 18, 2014



DATE	REVISIONS
10-08-2021	PER COUNTY COMMENTS
12-16-2021	PER VDOT COMMENTS
01-06-2022	PER VDOT COMMENTS

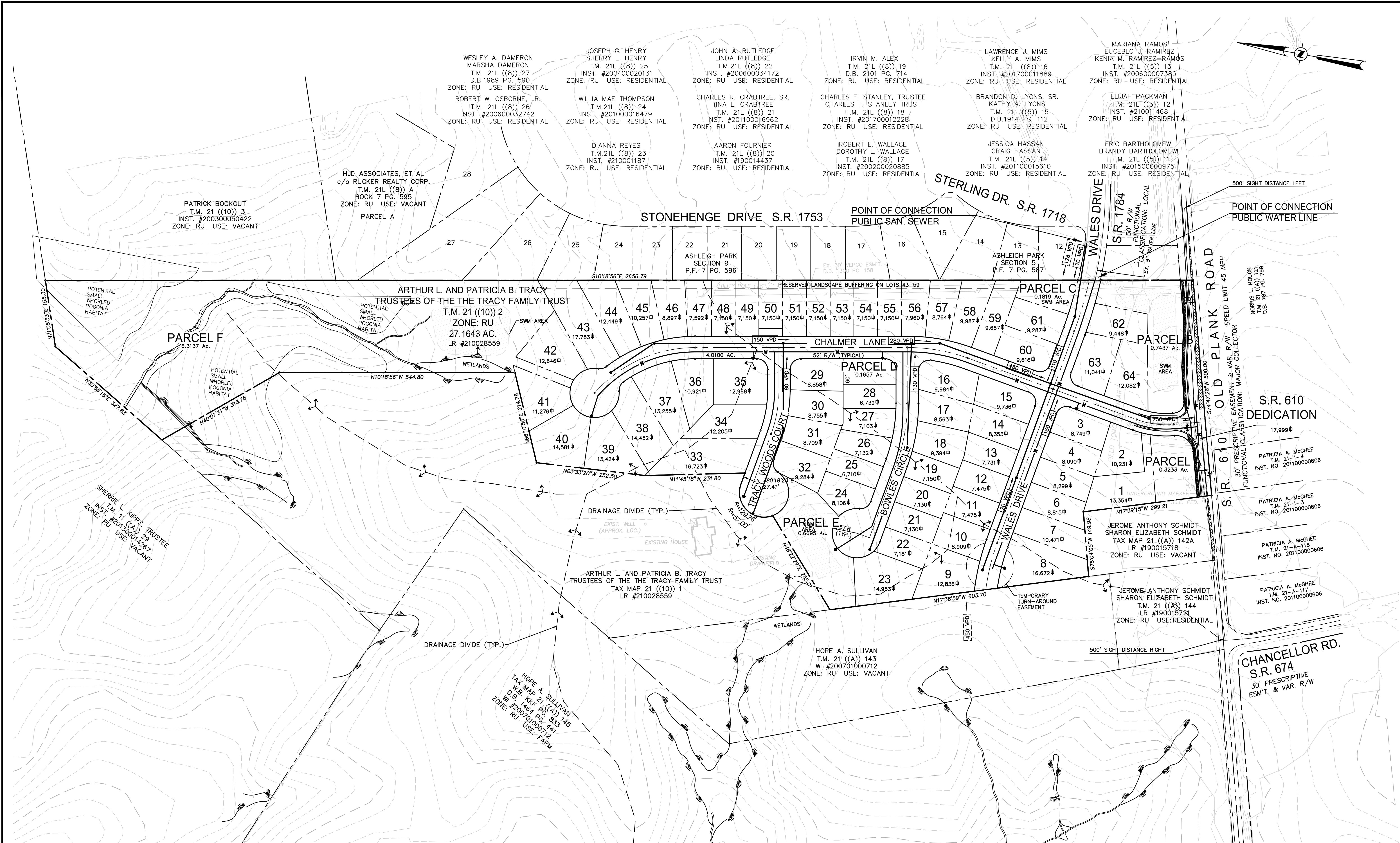
ENGINEERS, SURVEYORS & ENVIRONMENTAL SERVICES
SULLIVAN DONAHOE & INGALLS
P.O. BOX 614
10720 COLUMBIA DRIVE
FREDERICKSBURG, VIRGINIA 22404
TELEPHONE 540-898-5876

SDI

GENERAL LAYOUT AND UTILITY PLAN

DES/DRFT: RGF/MBD
CHECKED: KLO
APPROVED: RHF
JOB NO.: 17-SP-0660
DATE: 2021-05-17
SCALE: 1" = 100'

SHEET 4
OF 7 SHEETS



SWM NOTES

- STORMWATER MANAGEMENT FOR THIS PROJECT FOR WATER QUALITY AND QUANTITY WILL BE PROVIDED PER STATE CODE 9VAC25-870-60.
- A VSPM PERMIT WILL BE REQUIRED FOR THIS PROJECT PER STATE CODE 9VAC25-880-70.
- CHANNEL PROTECTION AND FLOOD PROTECTION SHALL BE CHECKED FOR ADEQUATE OUTFALL IN TERMS OF NON-EROSIVE 1-YR STORM FLOWS IN EXISTING CHANNELS AND FOR FLOOD IN TERMS OF POST DEVELOPMENT 10-YEAR STORM TO STILL BE CONTAINED WITHIN THE CONFINES OF THE EXISTING DRAINAGE WAYS.

WATER QUALITY CALCULATIONS

SITE AREA = 27.1643 AC.
IMPERVIOUS = 7.9 AC. (29.1%)
TOTAL PHOSPHOROUS (TP) = 25.3 lbs/yr
TP REDUCTION REQUIRED = 9.3 lbs/yr (37%+/-)

WATER QUALITY CALCULATIONS DONE USING RUNOFF REDUCTION METHOD (RRM) SPREADSHEET AND ARE PRELIMINARY AND DO NOT PROVIDE SPECIFIC BMP DESIGNS OR CALCULATIONS.
CALCULATIONS ARE FOR GDP/REZONING PURPOSES ONLY

WETLANDS

WETLANDS DELINEATION AND LOCATION PER PRELIMINARY ENVIRONMENTAL ASSESSMENT BY STANTEC DATED SEPTEMBER 18, 2014

PHASING PLAN

THIS SUBDIVISION WILL BE DEVELOPED IN ONE SECTION.

FIRE FLOW NOTE

ADEQUATE FIRE FLOW PER D.S.M. WILL BE CONFIRMED AT FINAL SITE PLAN. OFF-SITE CONNECTION(S) WILL BE MADE, IF NECESSARY.

ACCESS RESTRICTION - S.R. 610

NO PARCELS SHALL HAVE DIRECT ACCESS TO S.R. 610, OLD PLANK ROAD

PARCELS "A" THRU "F"

PARCELS "A" THRU "F" (COMMON AREAS) ARE TO BE OWNED AND MAINTAINED BY AN HOA.

LOT DIMENSIONS NOTE

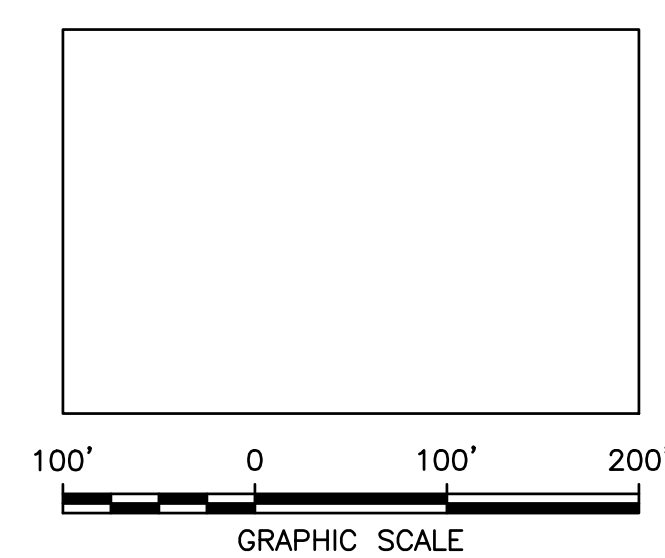
LOT AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO FINAL ENGINEERING.

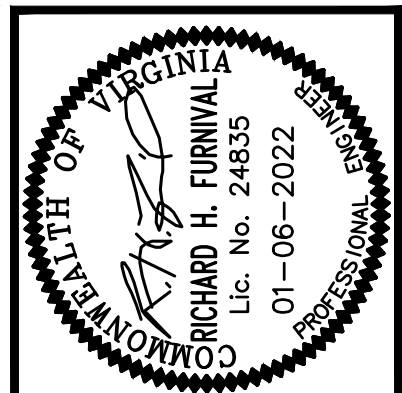
AREA SUMMARY

AREA IN 64 LOTS	14.3500 AC.
AREA IN STREETS	4.0033 AC.
AREA IN PARCELS A-F (OPEN)	8.3978 AC.
AREA IN S.R. 610 DEDICATION	0.4132 AC.
TOTAL AREA	27.1643 AC.

PRESERVATION BUFFER NOTE

DURING THE DEVELOPMENT OF LINWOOD ESTATES, THE NATURAL VEGETATION ALONG THE REAR OF LOTS 43 THRU 59 SHALL BE MAINTAINED FOR A MINIMUM 15' IN WIDTH TO PROVIDE A BUFFER TO CONSTRUCTION ACTIVITIES. THIS BUFFER MAY BE MODIFIED BY THE INDIVIDUAL LOT OWNERS, FOLLOWING OCCUPANCY OF THE INDIVIDUAL LOTS.





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P.O. BOX 614
10720 COLUMBIA DRIVE
FREDERICKSBURG, VIRGINIA 22404
TELEPHONE 540-898-5876

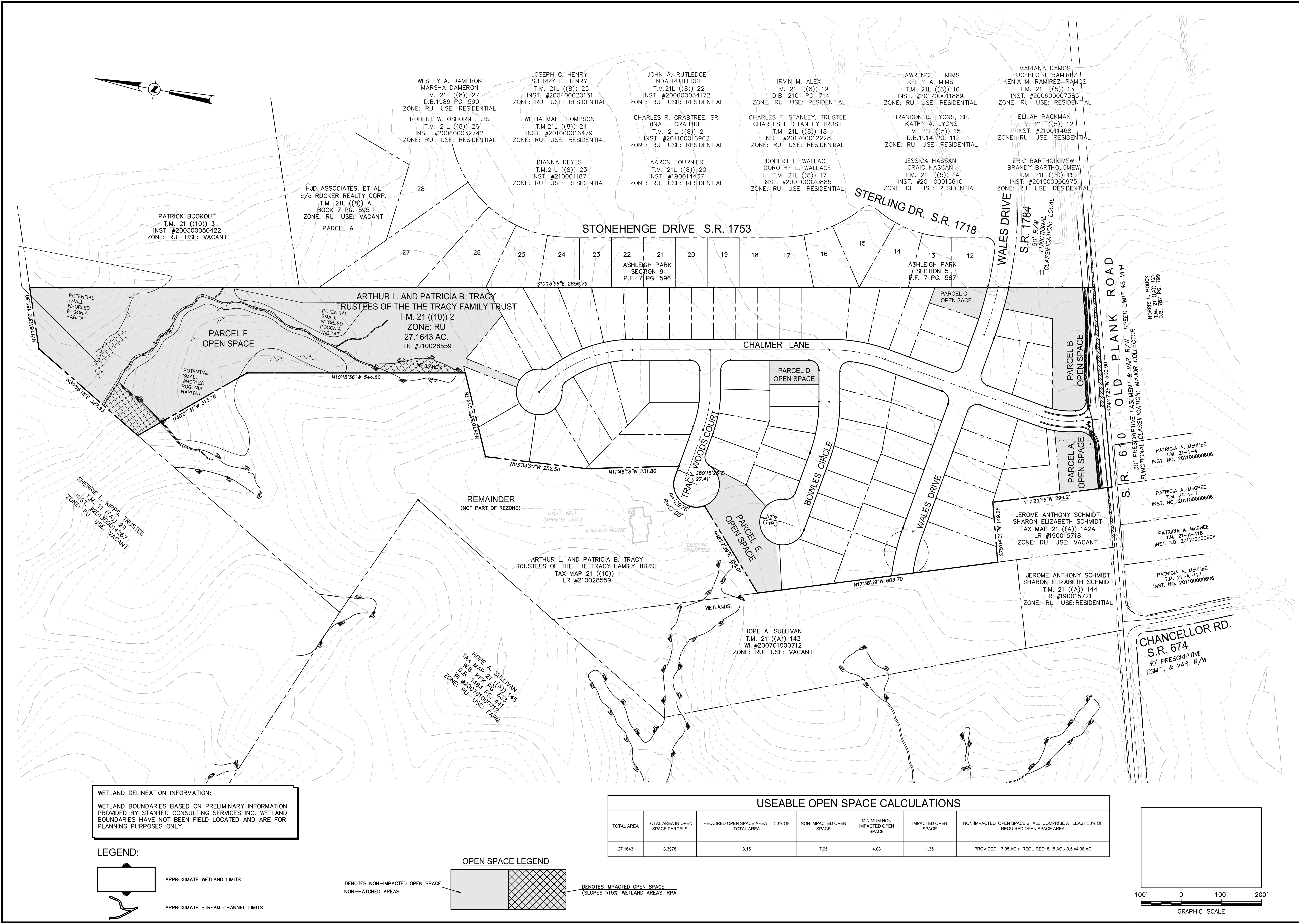
SDI
SULLIVAN
DONAHOE &
INGALLS

LINWOOD ESTATES
CHANCELLOR MAGISTERIAL DISTRICT
SPOTSYLVANIA COUNTY, VIRGINIA

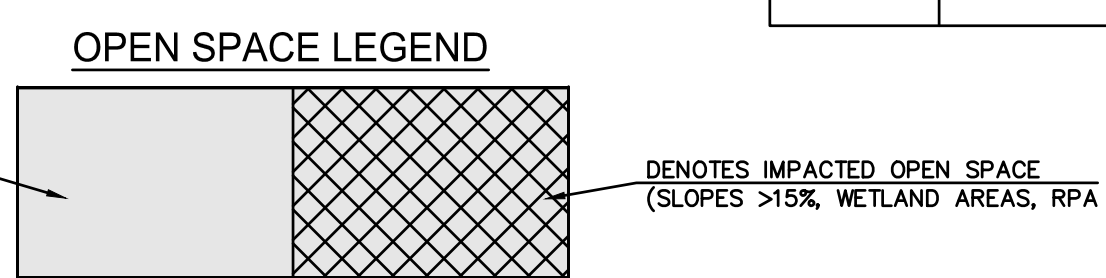
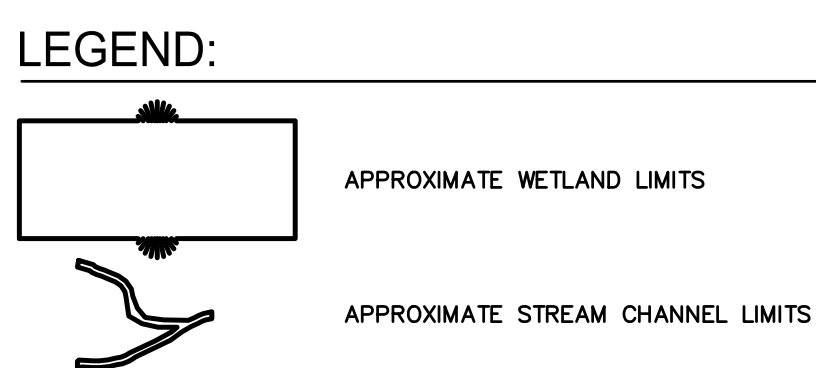
OPEN SPACE PLAN

DES/DRFT: RGF/MBD
CHECKED: KLO
APPROVED: RHF
JOB NO.: 17-SP-0660
DATE: 2021-05-17
SCALE: 1" = 100'

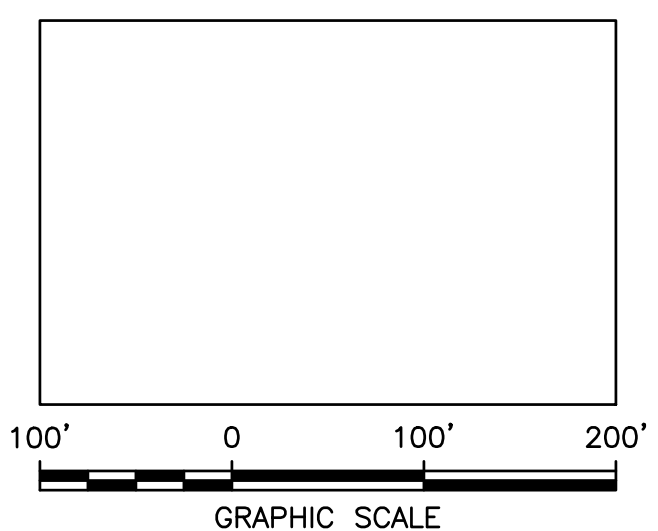
SHEET **5**
OF **7** SHEETS

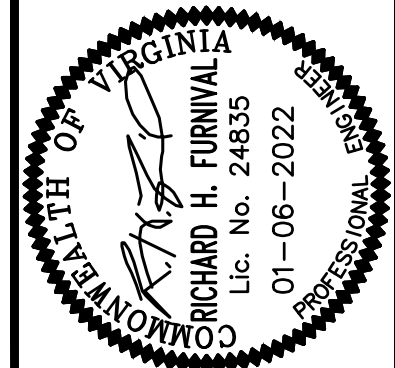


WETLAND DELINEATION INFORMATION:
WETLAND BOUNDARIES BASED ON PRELIMINARY INFORMATION PROVIDED BY STANTEC CONSULTING SERVICES INC. WETLAND BOUNDARIES HAVE NOT BEEN FIELD LOCATED AND ARE FOR PLANNING PURPOSES ONLY.



USEABLE OPEN SPACE CALCULATIONS						
TOTAL AREA	TOTAL AREA IN OPEN SPACE PARCELS	REQUIRED OPEN SPACE AREA = 30% OF TOTAL AREA	NON IMPACTED OPEN SPACE	MINIMUM NON IMPACTED OPEN SPACE	IMPACTED OPEN SPACE	NON-IMPACTED OPEN SPACE SHALL COMPRISE AT LEAST 50% OF REQUIRED OPEN SPACE AREA
27.1643	8.3978	8.15	7.05	4.08	1.35	PROVIDED: 7.05 AC > REQUIRED: 8.15 AC x 0.5 = 4.08 AC





DATE	REVISIONS
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12-16-2021	PER VDOT COMMENTS
01-06-2022	PER VDOT COMMENTS

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P.O. BOX 614
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TELEPHONE 540-898-5876

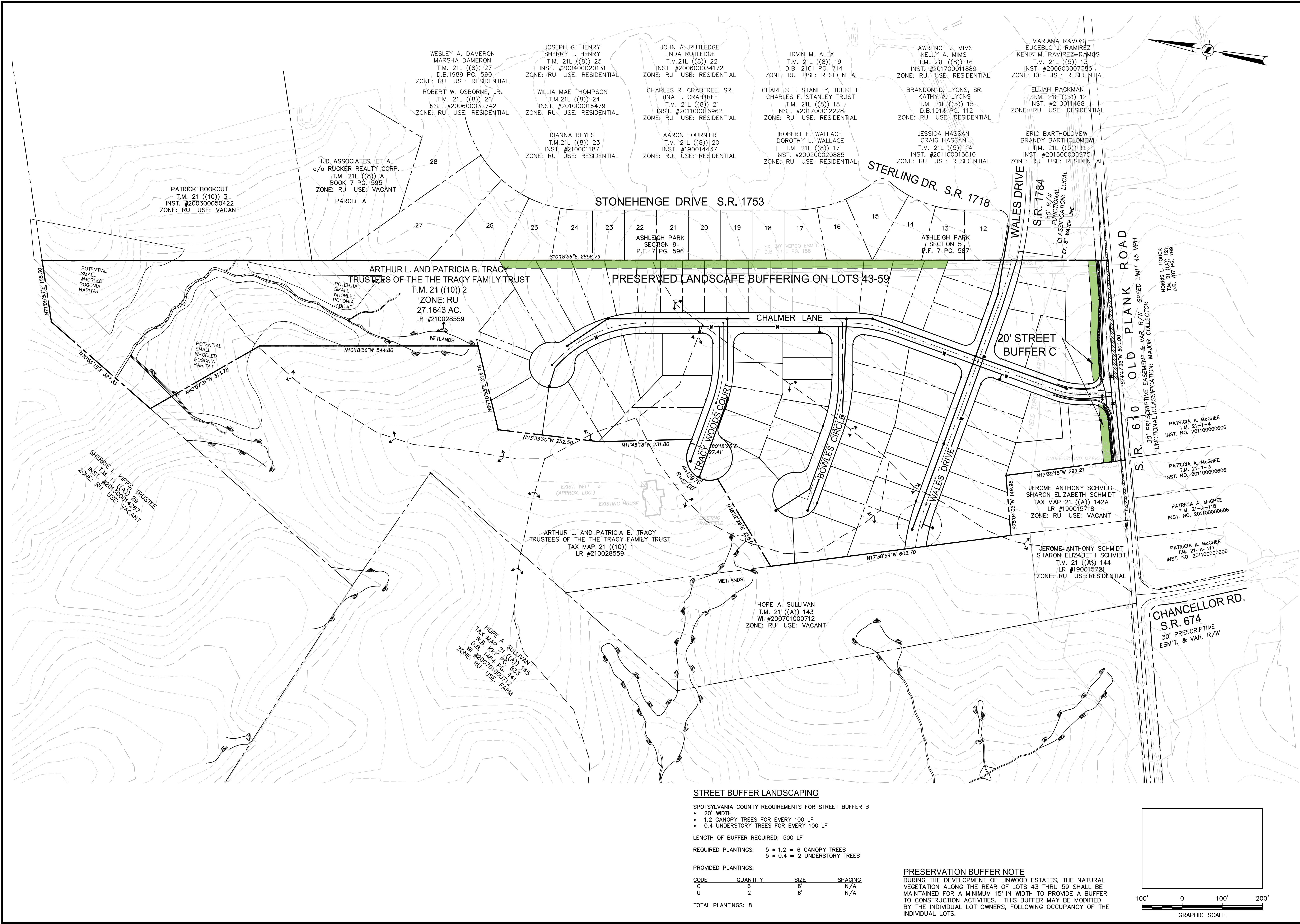
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SULLIVAN
DONAHOE &
INGALLS

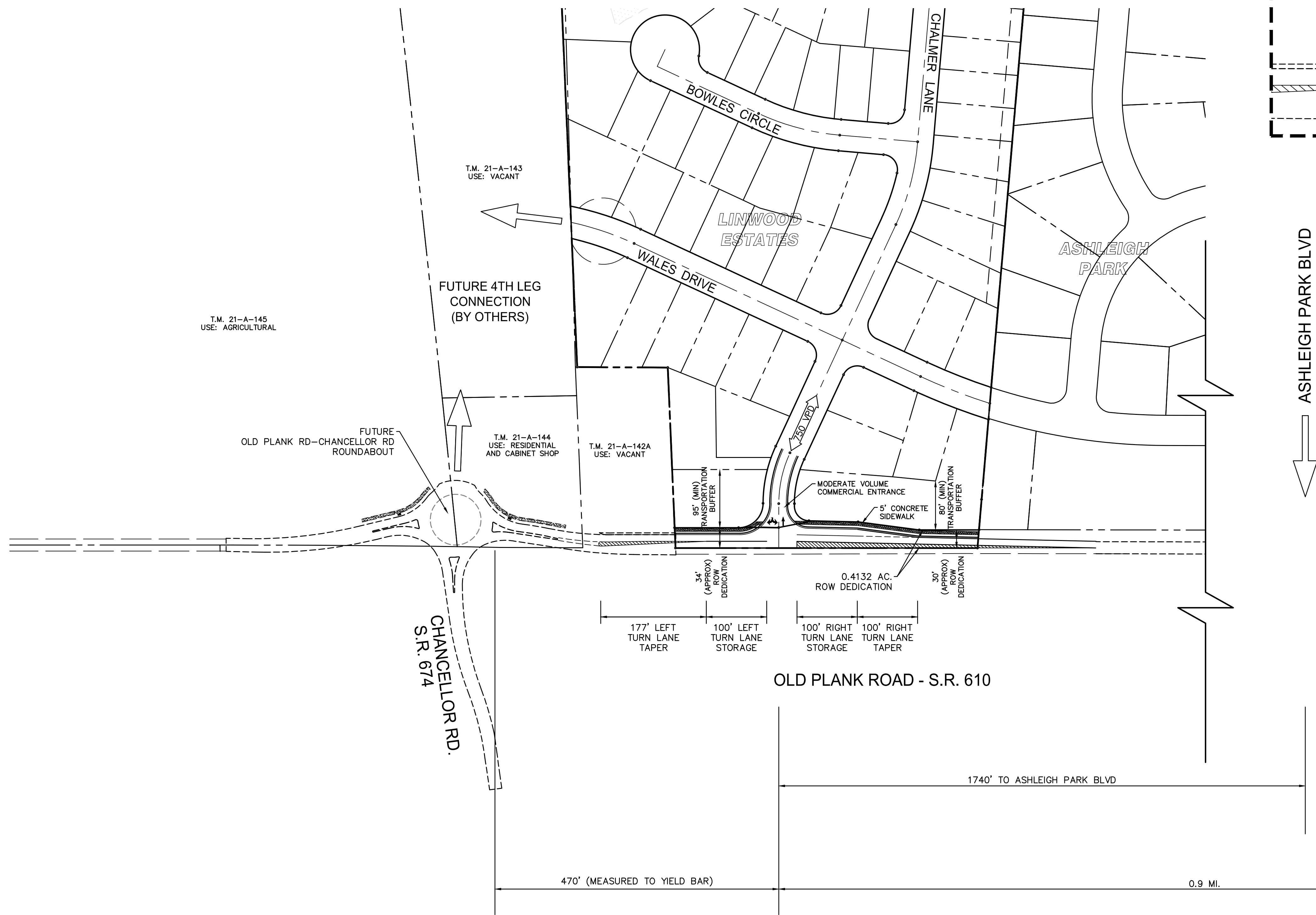
LINWOOD ESTATES
CHANCELLOR MAGISTERIAL DISTRICT
SPOTSYLVANIA COUNTY, VIRGINIA

GENERALIZED LANDSCAPING PLAN

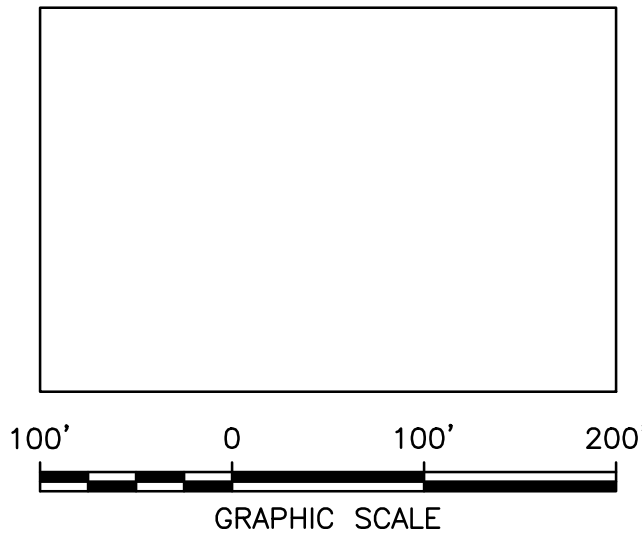
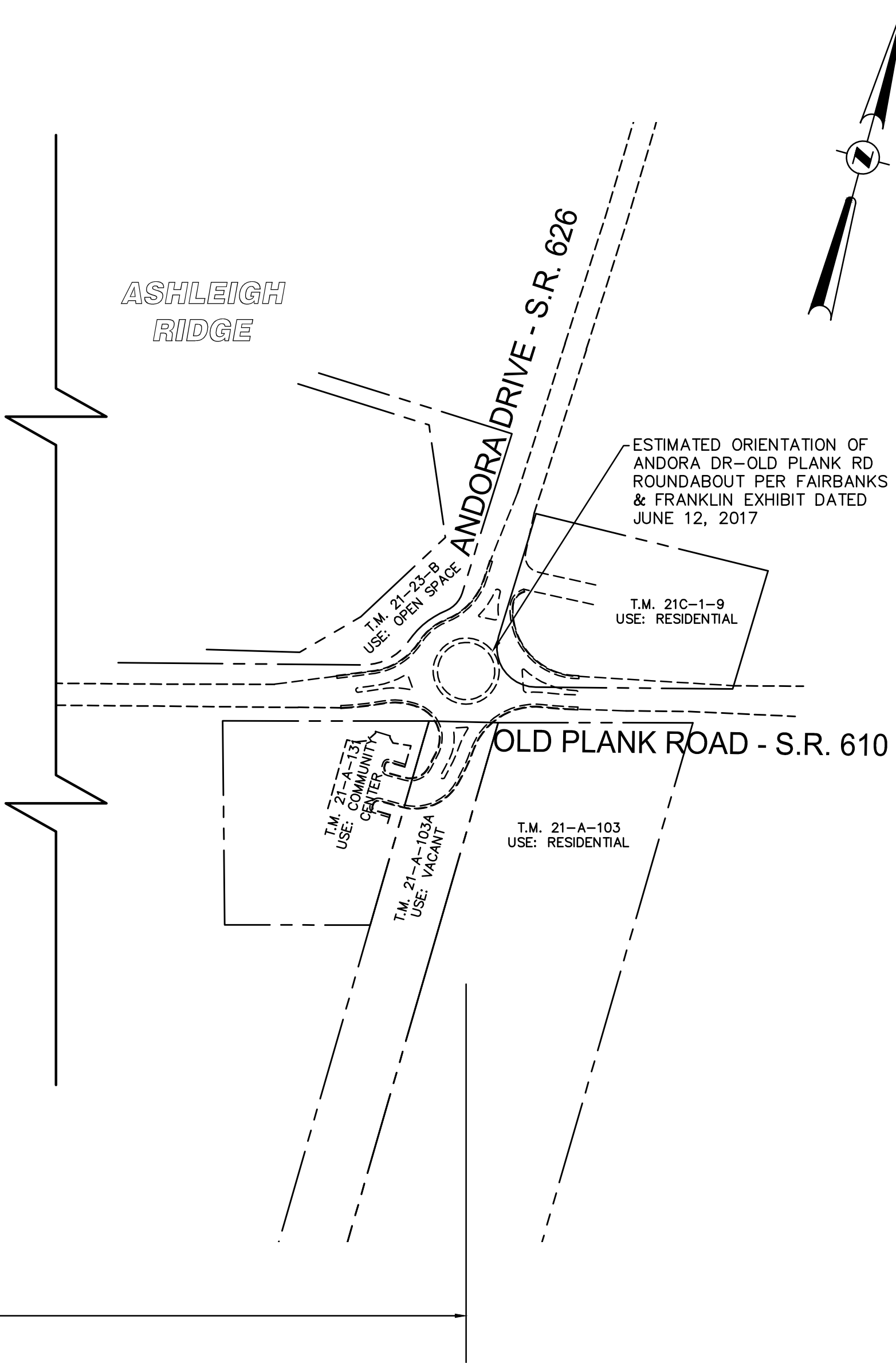
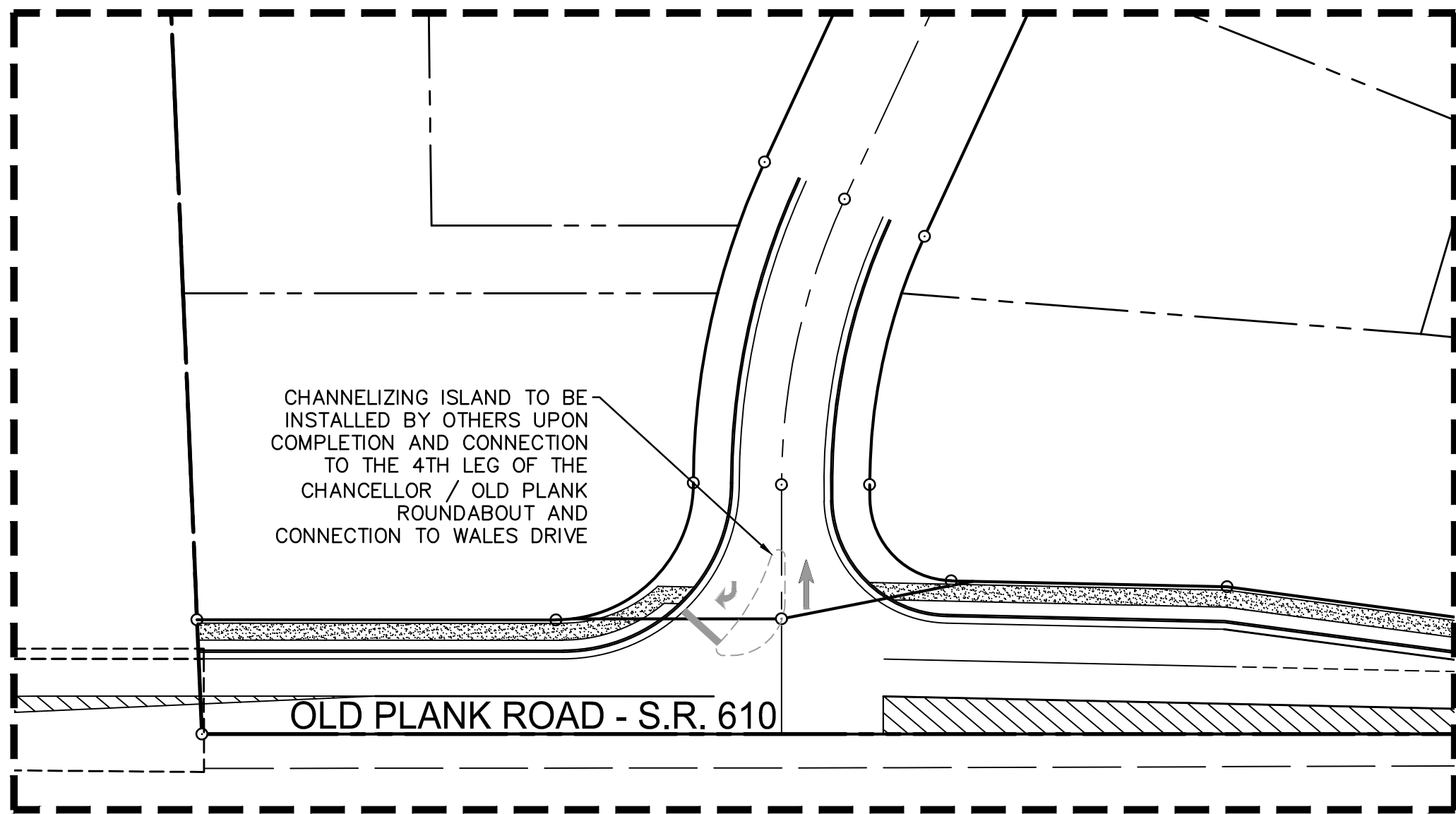
DES/DRFT: RGF/MBD
CHECKED: KLO
APPROVED: RHF
JOB NO.: 17-SP-0660
DATE: 2021-05-17
SCALE: 1" = 100'

SHEET 6
OF 7 SHEETS





FUTURE RESTRICTED ACCESS
VDOT RESERVES THE RIGHT TO REQUIRE A RESTRICTIVE ACCESS MEDIAN WITHIN OLD PLANK ROAD AT THE SITE ENTRANCE FOLLOWING CONSTRUCTION OF THE 4TH LEG OF THE OLD PLANK ROAD/CHANCELLOR ROAD ROUNDABOUT.



DATE	REVISIONS
10-08-2021	PER COUNTY COMMENTS
12-16-2021	PER VDOT COMMENTS
01-06-2022	PER VDOT COMMENTS

ENGINEERS, SURVEYORS & ENVIRONMENTAL SERVICES
SDI SULLIVAN DONAHOE & INGALLS
P.O. BOX 614
10720 COLUMBIA DRIVE
FREDERICKSBURG, VIRGINIA 22404
TELEPHONE 540-898-5876

GENERALIZED TRANSPORTATION IMPROVEMENTS PLAN
LINWOOD ESTATES
CHANCELLOR MAGISTERIAL DISTRICT
SPOTSYLVANIA COUNTY, VIRGINIA

DES/DRFT: RGF/MBD
CHECKED: KLO
APPROVED: RHF
JOB NO.: 17-SP-0660
DATE: 2021-05-17
SCALE: 1" = 100'

GENERALIZED DEVELOPMENT PLAN - NARRATIVE

Applicant: Old Plank Partners LLC
433 E Monroe Avenue, Alexandria, VA 22301

Owner: Arthur L. Tracy and Patricia B. Tracy, Trustees of The Tracy Family Trust
dated September 26, 2006

****(Applicant & Owner are hereafter known collectively as the “Applicant”)****

Representative: Charles W. Payne, Jr., Hirschler Fleischer;
725 Jackson Street, Ste 200, Fredericksburg, VA 22401;
Phone: (540) 604-2108; Fax (540) 604-2101;
Email: cpayne@hirschlerlaw.com

Project Name: “Linwood Estates”

Property: Spotsylvania County Tax Parcels 21-10-2, consisting of approximately
27.1643 acres, known as 7611 Old Plank Road (collectively, the
“Property”).

Date: October 15, 2021

GDP: Zoning Map Amendment Generalized Development Plan, entitled
“Linwood Estates”, prepared by Sullivan, Donahoe & Ingalls, dated May
17, 2021, as last revised October 8, 2021 attached hereto as Exhibit A
 (“GDP”)

Rezoning Request: From RU to PDH-4

Rezoning File No.: R21-0011

1. Project Overview

The Applicant proposes rezoning the Property from the Rural District (“RU”) to the Planned Development Housing 4 District (“PDH-4”). Section 23-6.12.1 of the Spotsylvania County (“County”) Zoning Ordinance states that the purpose of the PDH district is to “encourage innovative and creative design in the development of land for residential and other selected secondary uses.” The PDH district is “designed to ensure ample provision and efficient use of open space, to promote high standards in the layout, design and construction of residential development, to promote balanced developments of mixed housing types.” The PDH-4 district allows four (4) dwelling units per acre and requires thirty (30) percent of the gross area be provided as open space.

The purpose of the proposed rezoning is to allow a residential development consisting of sixty-four (64) new single family detached dwelling units, all as shown on the GDP. The PDH-4 district

includes single-family detached dwellings as a permitted use. The proposed development has a density of 2.35 dwelling units per acre, which is well below the maximum density for the PDH-4 sub-district of four (4) dwelling units per acre. The GDP reflects approximately 8.3411 acres of open space, which accounts for 30.71% of the Property. This meets the 30% open space minimum required for the PDH-4 district. The open space will be used for natural areas, passive recreation, 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 May 22, 2018 (the "Comp Plan"). Furthermore, the proposal will address impacts on public facilities and services, including roads, schools, fire rescue and parks. In this regard, we have included with this application (as discussed in more detail below) a proffer analysis prepared by MuniCap, Inc., which is entitled "Linwood Estates Spotsylvania County, VA SB 549 Proffer Analysis", dated September 28, 2021, attached hereto and marked as Exhibit B ("Proffer Analysis").

Because the project is only sixty-four (64) units, a VDOT 527 transportation impact analysis is not required. However, because the project is located off of Old Plank Road, the County did request a County traffic impact analysis, which was prepared by Ramey Kemp & Associates, dated June 3, 2021, and titled "Linwood Estates – Traffic Impact Analysis (TIA) Spotsylvania, Virginia", which is attached hereto and marked as Exhibit C, and described in more detail below ("TIA").

In addition, MuniCap, Inc. performed a fiscal impact analysis of the project ("FIA"). The FIA dated June 14, 2021, and entitled "Linwood Estates Spotsylvania County, VA Fiscal Impact Analysis", is attached hereto and marked as Exhibit D, and included with this application. The FIA, as described in more detail below, provides that the project will generate (onsite and offsite) positive net tax benefits of over \$145,000.00 on an annual basis.

2. Project Location

The Project will be developed on one (1) parcel of land, totaling approximately 27.1643 acres. The Project is situated in the Chancellor magisterial and voting districts. The Project is also located along Old Plank Road, west of the intersection of Old Plank Road and Ashleigh Park Blvd, in the Reservoir Protection Overlay District. The Project is bordered on the South by Old Plank Road. To the South of the site is vacant undeveloped land and some scattered single family detached homes, zoned R-1. To the West of the Project is vacant land and a few single family detached homes, zoned RU. To the North of the Project is vacant land and to the East is single family detached home subdivision known as "Ashleigh Park" zoned RU, which includes a density of 1.97 single family detached units per acre.

The Applicant's proposal is compatible with existing uses in the area and will enhance the area's housing stock while maintaining the area's character. Additionally, the Applicant's proposal is in line with the purpose of the PDH-4 district which is to provide low density detached, single family dwelling units at a density of 4 units or less per acre.

2.1 *Site Access*

Primary access to the Project Site will be provided via Old Plank Road, with secondary access in accordance with County interparcel connection requirements from Wales Drive. All site access locations and driveway entrances will be coordinated with Spotsylvania County and the Virginia Department of Transportation. Please refer to the GDP for a depiction of site access location.

2.2 Environmental Characteristics

The Project's design will minimize the impact to the natural topography and mature vegetation located on the Property. Based on a preliminary Environmental Assessment by Stantec Consulting Services, Inc., there are no perennial streams or RPAs on the site. There are approximately 0.32 acres of wetlands within the Project, and there are approximately 976 linear feet of non-perennial streams. The Applicant will perform all applicable studies for endangered species as is typically necessary for state and federal permitting for the project prior to final site plan approval.

2.3 Cultural and Historic Resources

Based on review of the Comp Plan and information from the Virginia Department of Historic Resources and the United States Department of the Interior, the Property does not have any cultural resources, including civil war era works or cemeteries. According to the County, the Property and surroundings are located within DHR identified lands associated with the Chancellorsville Battlefield (DHR ID 088-5180). Additionally, DHR ID 0880278 Chalmers House has been identified as potentially eligible for NRHP Designation. The historic house was demolished in June 2014. As the Property has been previously cleared and tilled over many years, no historic resources remain. Applicant will provide a marker or interpretive signage regarding Chalmers House. 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 Rural (RU). The surrounding parcels are also zoned RU. The Property currently has access to water and sewer. Thus, by-right the Property could yield eight (8) single family detached dwelling units.

3.2 Comprehensive Plan Analysis

The County's Comp Plan's Future Land Use Map classifies the Property as part of the "Low Density Residential" designation.

3.2.1 County's Overarching Development Goals

The County has outlined its goals for future development and land use in its Comprehensive Plan ("Comp Plan"), which is designed to encourage the most appropriate use of land, water, and resources within the County, consistent with citizens' interests. The Comp Plan sets forth the goals, objectives, policies, and implementation techniques that

will guide development activity, while preserving and protecting the health, safety, and general welfare of its citizens.

According to the Comp Plan, future development proposals should, among other things, promote a diverse and vibrant economic base, maximize the use of existing infrastructure and public facilities, accommodate residential growth in a fiscally responsible manner as described in more detail in Section 7 below, and provide safe and affordable housing for people of all ages. The Project's road network has been coordinated with the existing road network, as well as the proposed Old Plank Road – Chancellor Road Roundabout project. This Project will enhance access to the existing Ashleigh Park subdivision by providing an alternative means of entering and exiting this subdivision. Further, as development proceeds west of Chancellor Ridge in the future, residents will be able to access the proposed roundabout.

The Comp Plan stresses that the County is a business friendly community that prizes job creation. While it encourages growth, it requires residential development to be executed in a fiscally responsible way that remains mindful of the existing infrastructure.

3.2.2 Property's Future Land Use Designation

The County's Comp Plan's Future Land Use Map classifies the Property as "Low Density Residential." Low density residential districts permit up to four (4) dwelling units per acre. The Applicant wishes to develop the property as a PDH-4 district, which allows four dwellings per acre, but the Applicant's density is 2.35 units to the acre, all as shown on the GDP, which is actually much less than 4 units to the acre as allowed under the applicable zoning district. Thus, the Applicant's proposed development aligns with the County's future land use goals.

3.2.3 Proposed development contributes to growth within the Primary Development Boundary

Although the Property is currently zoned RU, it also lies within the County's Primary Development Boundary, which is the area within the County that is intended for future higher-density residential growth. Thus, the proposed rezoning from RU to PDH-4 is consistent with the goal of locating higher-density residential growth within the Primary Development Boundary.

Further, the fact that the Property lies within the Primary Development Boundary, despite its RU zoning, indicates that the County anticipates that Property and its surrounding area, will be developed at a higher density than is currently permitted.

3.2.4 Proposed development meets the Comp Plan's goals for Residential Land Use

The County has set forth general, overarching policies for residential development, which the owner must remain mindful of in order to garner the County's support for the proposed rezoning.

First, residential communities should preserve at least 30% open space in their developments, and should provide interparcel connections, both vehicular and pedestrian, to adjoining undeveloped and developed properties, in order to form a cohesive residential area. These interparcel connections help improve the connectivity of transportation networks, which is another factor the County considers when assessing a rezoning proposal.

Finally, the Comp Plan encourages new developments to preserve, wherever possible, existing trees and tree buffers, rather than replacing them with new vegetation.

In addition to the general development principles articulated above, the Comp Plan also directs that projects seeking increased residential densities should pay for themselves. Given the County's sensitivity to the fiscal impact of new residential developments, as well as its emphasis on job creation and business development, the owner must be prepared to adequately address those concerns in its rezoning application.

For purposes of the above and this application, (i) the proposed development is already compatible with the existing uses in the area, specifically, the subdivisions to the east and west of the Property, (ii) will enhance the area's housing stock while maintaining the area's character, and (iii) as you will note below is fiscally positive.

3.2.4 Proposed development must demonstrate that it promotes County's economic goals

The Comp Plan supports development that promotes job creation and benefits the economy. The County considers itself a business friendly community and appears to give preference to projects that promote job growth. Further, the County expects residential developments to pay for themselves and demonstrate that they will not have a significant impact on the existing infrastructure or resources. Thus, the proposed rezoning must demonstrate that it will not negatively impact or strain the County's existing infrastructure.

From an economic development perspective, the proposed rezoning will generate new jobs within the County and positive tax revenues both onsite and offsite. The FIA, as described in more detail below, provides that the project will generate (onsite and offsite) positive net tax benefits exceeding \$145,000.00, on an annual basis at full build-out. Further, the proposed use also advances the County's goal of supporting a diverse housing mix, including a variety of housing types and sizes that meets the needs of citizens throughout all stages of life and income levels. In addition, given the price points for the homes within the project, the owners will have disposable income, which will benefit local businesses. Thus, the development will promote the County's economic goals.

3.2.5 Proposed development aligns with County's transportation goals

The proposed development also aligns with the County's transportation goals, as it will not degrade the current transportation level of services.

The County's overarching transportation goal is "to develop a sustainable transportation network that supports the County's Comprehensive Plan and achieves a level of service that promotes safe and efficient operation and movement of people and goods." The County's Transportation Plan seeks to maintain an efficient transportation system using available and expected resources, while maintaining functional and effective transportation systems that keep pace with future growth.

Policies include (1) maintaining acceptable levels of service on public roads; and (2) ensuring that new development does not degrade levels of service and mitigates its impact on the transportation network through encouraging joint-use access points for multiple developments, ensuring connections within and between developments that offer alternative routing of traffic, and encouraging alternative land development and site design techniques such as mixed use and planned unit developments that provide residential, employment, and recreational opportunities connected by a network of internal streets.

As noted above, the Applicant did perform a TIA. The TIA studied four intersections and concluded the following:

- Unsignalized intersection of Old Plank Road at Chancellor Road: Capacity analysis indicates the minor street left-turn movement currently operates with moderate delays (between 25 and 50 seconds) during the AM and PM peak hours. The County is planning to install a one-lane roundabout at this intersection by the year 2023, which will function at LOS A under the projected no-build and build traffic conditions. No improvements are warranted or recommended at this intersection at build-out of Linwood Estates.
- Unsignalized intersection of Old Plank Road at Ashleigh Park Boulevard / Pullen Drive: Capacity analysis indicates that the minor street left-turn movement currently operates with moderate delays (between 25 and 50 seconds) during the AM and PM peak hours. Under no-build conditions, the minor street left-turn movement is expected to operate with long delays (greater than 50 seconds) during the AM peak hour and with moderate delays (between 25 and 50 seconds) during the PM peak hour. Under build conditions, the minor street left-turn movement is expected to operate with long delays (greater than 50 seconds) during the AM and PM peak hours. Long delays are typical for minor street left-turn movements at intersections with major thoroughfares. The projected traffic volumes at this intersection do not meet any Manual on Uniform Traffic Control Devices (MUTCD) traffic signal devices. No improvements are warranted or recommended at this intersection at build-out of the Linwood Estates.
- Unsignalized intersection of Old Plank Road at Andora Drive: Capacity analysis indicates this three-way Stop intersection currently operates at LOS D during the AM peak hour and at LOS C during the PM peak hour. The County is planning to install a one-lane roundabout at this intersection by the year 2023, which will function at LOS A under the projected no-build and build traffic conditions. No improvements are warranted or recommended at this intersection at build-out of the Tracy subdivision.

- Unsignalized intersection of Old Plank Road at Site entrance: Capacity analysis indicates that the minor street left-turn movement is expected to operate with short delays (less than 25 seconds) during the AM and PM peak hours with queue lengths less than one vehicle. See recommendations below.

The Project will improve Old Plank Road in this area. This Project will add approximately 0.4078 acres of new dedicated right of way along Old Plank Road. Based on the TIA, the Applicant is also proposing to make additional improvements accessing the site including:

1. Construct full-movement driveway with one ingress lane and one egress lane;
2. Construct an eastbound left-turn lane on Old Plank Road with at least a 177-foot taper and 100 feet of storage; &
3. Construct a 100-foot westbound right-turn taper and 100 feet of storage on Old Plank Road.

The Applicant has also proffered \$200,000 in cash transportation proffers for benefit of Andora and Old Plank Roads.

Again, these improvements and dedications further the transportation goals of the County's Comp Plan. The Applicant's proposed roadway improvements will mitigate the impacts of the development such that it does not have a negative impact on the area transportation network.

3.2.6 *Summary*

The Applicant's proposal to develop single family detached residences is in line with the Comp Plan. Thus, we believe the Comp Plan's future land use policies support the proposed use of single family detached residential dwellings at this location all as provided above.

3.3 *Community Meeting*

As part of the Rezoning Application process, Applicant participated in an initial Pre-Application meeting with Spotsylvania County Staff on April 12, 2021. Given the most recent public hearings on the Applicant's prior application, it was determined no additional community meetings were required.

4. **Construction**

Applicant anticipates close collaboration with Spotsylvania County during the permitting process to identify and manage environmental conditions and design criteria specific to the Project. Through the permitting process, Applicant will implement all required mitigation measures and Best Management Practices (BMPs) as determined by Spotsylvania County and regulatory agencies.

Construction is anticipated to begin in 2022 and we believe all lots will be constructed within 2 to 3 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 one existing dwelling, which will remain and is not a part of this rezoning. 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 (if required). Access to the Project Site would be improved to appropriate construction standards. Road corridors would be surveyed, cleared, and graded to bring equipment, materials, and workers to the areas under construction. Buried electrical lines, and the locations of other facilities may be flagged and staked to guide construction activities. BMPs for stormwater and erosion control would be installed during the site preparation phase and prior to significant grading activities.

4.2 Construction Workforce

Our goal is to retain local on-site workforce, which will consist of various skilled trades, supervisory personnel, support personnel, and construction management personnel.

Pursuant to the FIA, the Project is anticipated to generate an estimated 244 new jobs during the construction phase, and \$15,917,601.00 in new labor wages.

5. Public Facilities

5.1 Fire and Rescue

The proposal will have minimal impact on the County's fire and rescue facilities. The proposed roads and building setbacks will allow for adequate travel space within the project for emergency access to the improvements. Fire and Rescue Station 5, located approximately 3 miles northwest of this site, will provide the Property with necessary emergency services. As detailed on the attached proffer statement, cash proffers will also offset any impacts the project may have on fire and rescue facilities.

5.2 Schools

The Property is located in the Wilderness Elementary, Chancellor Middle and Riverbend High school districts. The County's most recently adopted Capital Improvement Plan does not include any construction projects specific to these schools.

Based on County estimates of 0.572 students per dwelling unit (for single family detached), the Project's 64 dwelling units will generate a net of 32 school-age children above the by-right (e.g. 64 less 8 by right unit = 56 units evaluated) units at full build out. Proffer Analysis-shows that capacity at Chancellor Middle School is reaching full enrollment. As detailed on the attached proffer statement, cash proffers are proposed to offset any impacts the Project may have on school facilities.

5.3 Parks, Buffers and Open Space

Approximately 30.7% of the Property will be maintained as open space. The open space will be used for natural areas, passive recreational amenities and stormwater facilities. As detailed on the attached proffer statement, cash proffers will offset any additional impacts the project may have 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" gravity sewer line that serves the neighboring Ashleigh Park development and the existing 8" water main located along Wales Drive, as shown on the GDP, with access to both in the street to be constructed during buildout. These utility lines will be extended throughout the proposed development.

5.5 Transportation

The Property abuts Old Plank Road, which is a two (2) lane public road classified as a local road. Access to the Property will be provided from Old Plank Road and Wales Drive. Roads constructed within the project will be public.

The project will generate 750 vehicle trips on a daily basis, including 55 vehicle trips during the a.m. peak hour and 72 vehicle trips during the p.m. peak hour. A VDOT 527 analysis was not required for this project because the trip generation potential was below 5,000 daily trips.

6. Housing

The project will enhance the County's stock of new, single family detached dwelling units in this area of the County. Also, as noted above this will provide a new diversity of housing stock to the immediate area. With an anticipated average sales price of \$400,000.00 per unit with the ability to upgrade to \$475,000.00, the proposal meets market expectations for this area of the County. Further, the projected value for units should enhance surrounding property values. We believe that all 64 lots will be developed within 2 to 3 years of any rezoning approval (subject to market conditions).

7. Fiscal Impact Analysis

The FIA includes an analysis for revenue projections of the project at full build-out, both for on site development and off-site expenditures from residents of the project (see Exhibit D). The total revenue generated from the project was then compared with expected County costs to provide services to the residents of the proposed development.

For the 64 new homes at the site, the total real property tax resulting from the project is estimated to be about \$222,543 annually in current dollars. In addition, the personal property tax resulting from the project is estimated to be \$100,964 annually in current dollars. The sum of all of the on-site tax revenues that could be expected to flow to the County from the project annually after build-out is over \$368,035.00 each year in current dollars.

In addition to the on-site fiscal impact, the project is estimated to generate \$36,278.00 in taxes off-site for the County annually after build-out and occupancy. As mentioned above, the Project would generate approximately 244 new jobs during the construction phase, resulting in about \$15,917,601.00 in employee earnings.

The project is expected to result in 64 new households with an estimated 3.04 persons per household for a total of 195 people, with 37 school pupils. The total annual tax-supported cost of the project is estimated to be \$224,834.00 each year in current dollars.

After considering the tax revenues generated by the project and the costs to the County resulting from the project, it is anticipated that this project will generate annually a net revenue surplus (onsite and offsite) after full build-out of \$143,201.00 in current dollars.

EXHIBIT A

Generalized Development Plan

EXHIBIT B

Proffer Analysis

EXHIBIT C

Traffic Impact Analysis

EXHIBIT D

Fiscal Impact Analysis

**LINWOOD ESTATES
SPOTSYLVANIA COUNTY, VA**

FISCAL IMPACT ANALYSIS

JUNE 14, 2021

PREPARED BY:

MUNICAP, INC.
— PUBLIC FINANCE —

NON-PROFFER FISCAL IMPACTS

This report provides estimates of non-proffered fiscal impacts to Spotsylvania County resulting from the Linwood Estates Residential Development (the “Development”). The fiscal impacts include one-time construction impacts, one-time fees, and recurring revenues. This report also provides an estimate of the additional tax revenues and expenses that Spotsylvania County may receive or incur as a result of the Development and contrasts the expected costs with expected revenues. Detailed calculations related to the fiscal impacts are included in the schedules appended hereto.

Development

The Development is situated on two parcels within Spotsylvania County. As of 2021, the County Real Estate Office assessed the value of the parcels as \$723,000. The planned Development is 64 new, single-family detached residential units. Table A below shows the projected assessed value and real property taxes that will result from the completed Development.

TABLE A
Summary of Development

<i>Development Type</i>	<i>Property Area^(a)</i>		<i>Estimated Assessed Value^(b)</i>		
	<i>Units</i>	<i>GSF</i>	<i>Per Unit</i>	<i>Per GSF</i>	<i>Total</i>
Residential					
Single-family detached	64	183,411	\$429,606	\$150	\$27,494,789
Total projected assessed value at full buildout					\$27,494,789
County real property tax rate (per \$100)					\$0.8094
Total projected real property tax at full buildout (current dollars)					\$222,543
^(a) Based on information provided by Old Plank Partners LLC and research of comparable properties.					
^(b) Based on MuniCap's research of comparable properties. Represents projected assessed value at full buildout, excluding inflation.					

As shown in Table A, the total projected incremental real property tax revenues are estimated to be \$222,543 at full buildout.

Projection of Impacts

In estimating future fiscal and economic impacts on Spotsylvania County, MuniCap employed a combination of accepted approaches for such forecasts.

To calculate construction employment and economic impacts, MuniCap used IMPLAN Professional 3.0 software developed by IMPLAN Group, LLC. IMPLAN is an industry-accepted economic impact assessment software system with which trained users can create local area *Social Accounting Matrices* and develop *Multiplier Models* that can be used to estimate detailed economic impacts.

For the inputs used in developing the models, such as density and cost, MuniCap relied on a variety of sources, which are noted in the schedules appended to this report. MuniCap analyzed current commuting trends among employees in Spotsylvania County to estimate the percentage of non-resident employees that represent an increase to the County’s current service population.

To estimate population increases, MuniCap utilized Spotsylvania County's proffer guidelines.

For the calculation of economic benefits, primarily those in the form of increased tax revenue, MuniCap applied the actual taxing methodology by multiplying the applicable tax rate by the estimated taxable item in question whenever possible. For instance, MuniCap estimated real property taxes by multiplying projected assessed value by the current applicable real property tax rate. Other revenues calculated in this manner include personal property taxes levied upon vehicles, vehicle license fees, consumer utility taxes, and recordation taxes. In some instances, MuniCap estimated revenues on a per capita basis, typically when the revenue source was not in the form of a tax. In other cases, MuniCap dismissed revenues that will likely increase as a result of the Development outright, as they represent charges for services that will likely be offset by the cost of providing said services.

To calculate fiscal impacts in the form of additional costs to Spotsylvania County, MuniCap reviewed the approved budgets of various County departments to determine the most appropriate approach to estimating potential increases. As with revenues, MuniCap estimated some expenses on a per capita basis using residents or service population, while in other cases MuniCap prorated expenses on an alternative basis, such as tax revenues. Finally, in cases when MuniCap dismissed charges for services from estimates of revenues, MuniCap also disregarded the corresponding costs for services from the estimation of expenses.

MuniCap assumed a net annual increase in both revenues and expenses of two percent in future years, except for utility taxes due to the County's cap on these taxes. Tax rates are current as of the date of this report.

The schedules appended hereto provide specific calculations of impacts, along with the sources of the underlying assumptions.

Results of the Study

A. Employment Impacts and Economic Output

Table B summarizes the projected one-time employment impacts and economic impacts resulting from the construction of the Development. Direct jobs are jobs at the development site; indirect jobs are jobs created within Spotsylvania County but not at the Development. Total jobs represent full-time equivalent ("FTE") positions, converting both part-time and full-time employees to the equivalent number of full-time employees. Total wages are derived from total employee compensation, which includes salary, benefits, payroll taxes, and proprietor's income. Impacts assume a one-year duration.

TABLE B
Construction-Related Impacts^(a)

<i>Construction (One-Time) Impacts^(a)</i>		
<u>Employment and Income</u>	<u>Jobs</u>	<u>Income</u>
Direct impacts	171	\$11,982,071
Indirect and induced impacts	73	\$3,935,530
Total	244	\$15,917,601
<u>Economic Output</u>		
Direct impacts (construction cost)		\$18,730,000
Indirect and induced impacts		\$10,118,410
Total		\$28,848,410
Average annual labor income per full-time employee		\$70,070
^(a) Employment, wages, and economic outputs are calculated using IMPLAN software based on industry multipliers derived from national income and product accounts data published by the U.S. Bureau of Economic Analysis. Detailed calculations are provided in the attached projections.		

B. Population Impacts

Table C summarizes the projected residential population increase resulting from the Development.

TABLE C
Population Impacts – Residents

<i>Projected Residents</i>	<i>Development</i>
Owner-occupied units ^(a)	64
Persons per owner-occupied unit ^(b)	3.04
Total projected resident increase	195
^(a) Source: Old Plank Partners, LLC. ^(b) Source: Spotsylvania County Proffer Guidelines (2015.) https://www.spotsylvania.va.us/DocumentCenter/View/2105/Proffer-Guidelines-PDF , accessed May 7, 2021.	

C. Fiscal Impacts

Table D on the following page summarizes the projected revenues to Spotsylvania County through the fiscal year ending June 30, 2052 based on projected development under the current plan. Annual revenues are shown at full buildout in current dollars. The thirty-year cumulative revenues reflect projected absorption and inflation.

TABLE D
Projected Revenues
(Cumulative through Fiscal Year Ending June 30, 2052)

<i>Spotsylvania County Gross Tax Revenues - Full Buildout</i>	<i>Annual (Current Dollars at Full Buildout)</i>	<i>Cumulative Through Fiscal Year Ending June 30, 2052</i>
Real property tax revenues	\$222,543	\$8,447,821
Personal property tax revenues (vehicles)	\$100,964	\$4,048,340
Vehicle license fees	\$3,499	\$140,298
Utility tax revenues	\$1,696	\$88,320
Recordation fees	\$3,055	\$157,634
Additional tax revenues	\$36,278	\$1,454,630
Spotsylvania County Gross Revenues	\$368,035	\$14,337,042

Table E summarizes the projected County expenditures and resultant net tax revenues generated by the Development both annually and cumulatively over a thirty-year period.

TABLE E
Projected Net Revenues
Cumulative Through Fiscal Year Ending June 30, 2052

<i>Spotsylvania County Projected Net Revenues</i>	<i>Annual (Current Dollars/ Full Buildout)</i>	<i>Cumulative Through Fiscal Year Ending June 30, 2052</i>
Spotsylvania County projected gross revenues	\$368,035	\$14,337,042
Less: projected expenditures for public services:		
Spotsylvania County projected operating expenditures	(\$224,834)	(\$8,966,539)
Projected Net County Revenues	\$143,201	\$5,370,503

The projected revenues and expenditures from the Development translate to an approximate 0.13 percent revenue increase and 0.08 percent expenditure increase over the current County budget as shown in Table F on the following page.

TABLE F
Projected Increase to Current County Revenues and Expenditures

<i>Comparison of Projected Revenues and Expenditures</i>	<i>Revenues</i>	<i>Expenditures</i>
Spotsylvania County current revenues and expenditures ^(a)	\$283,497,859	\$282,403,594
Proposed Development projected revenues and expenditures	\$368,035	\$224,834
Overall increase in projected revenues and expenditures	0.13%	0.08%
^(a) Source: Spotsylvania County, Virginia FY 2021 Adopted Budget. https://www.spotsylvania.va.us/DocumentCenter/View/13471/FY-2021-Adopted-Budget---full-file-size--102-MB , accessed May 24, 2021.		

Sources

Construction and permanent employment impacts for the proposed Development were calculated using IMPLAN software developed by IMPLAN Group, LLC. The software calculated labor income and the number of jobs based on industry multipliers derived from national income and product accounts data published by the U.S. Bureau of Economic Analysis. This data was then indexed to local industry data compiled in the U.S. Economic Census. Project information was provided by Old Plank Partners LLC. MuniCap estimated assessed values using information available from Spotsylvania County. Budget information comes from the Spotsylvania County, Virginia FY 2021 Adopted Budget. While these sources are believed to be reliable, MuniCap did not independently verify any of the information used in this report.

Limitations

Projecting fiscal and employment impacts is inherently imprecise, particularly when results are extrapolated over several years. Furthermore, there are different methods of projecting fiscal and employment impacts and different analysts will arrive at different conclusions. The conclusions in this study are not intended to be precise results; they are intended to represent reasonable estimates of the potential fiscal and employment impacts to Spotsylvania County from the Development.

**Linwood Estates
Spotsylvania County, Virginia**

Fiscal Impact Analysis

Prepared By:

MUNICAP, INC.
— PUBLIC FINANCE —

June 14, 2021

Linwood Estates Spotsylvania County, Virginia

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Linwood Estates
Spotsylvania County, Virginia

Schedule S-1: Summary of Fiscal Impacts

<i>Fiscal Impacts to Spotsylvania County</i>	Annual Impacts ¹	Cumulative Impacts 30 Years ²	Schedule
Real property tax revenues	\$222,543	\$8,447,821	Schedule III
Personal property tax revenues (vehicles)	\$100,964	\$4,048,340	Schedule IV
Vehicle license fees	\$3,499	\$140,298	Schedule IV
Utility tax revenues	\$1,696	\$88,320	Schedule V
Recordation tax revenues	\$3,055	\$157,634	Schedule VI
Additional tax revenues	\$36,278	\$1,454,630	Schedule VII
Total projected tax revenues to Spotsylvania County	\$368,035	\$14,337,042	
Projected Spotsylvania County expenditures	(\$224,834)	(\$8,966,539)	Schedule IX
Net new revenues to Spotsylvania County	\$143,201	\$5,370,503	

<i>Temporary Construction Employment Impacts:</i>	(Full Time Equivalents and Income)		
	Temporary Jobs ³	Annual Income	Income per Employee
Temporary:			
Direct impacts (full time equivalents) ⁴	171	\$11,982,071	\$70,070
Indirect and induced impacts (full time equivalents)	73	\$3,935,530	\$54,061
Total temporary impacts	244	\$15,917,601	

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14-Jun-21

¹Represents stabilized annual impacts, excluding inflation.

²Represents cumulative impacts over the period shown, including inflation.

³Temporary jobs reflect the projected development at full buildout and are based on one-year full time equivalents. See Appendix F.

⁴Direct impact jobs represent full time equivalent positions. Annual compensation includes wages and salary, benefits, payroll taxes, and proprietor's income. See Appendix F.

Linwood Estates
Spotsylvania County, Virginia

Development Summary

Linwood Estates
Spotsylvania County, Virginia

Schedule I: Summary of Proposed Development

Property Type	Property Area ¹			Estimated Assessed Value ³		Total Estimated Assessed Value
	Units	GSF Per Unit ²	GSF	Per Unit	Per SF	
<u>Residential</u>						
Single-family detached	64	2,866	183,411	\$429,606	\$150	\$27,494,789
Total	64		183,411			\$27,494,789

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14-Jun-21

¹Based on information provided by Old Plank Partners, LLC.

²Estimated property GSF based on research of comparable properties based on project information provided by Old Plank Partners LLC. See Appendix D.

³See Appendix D.

Linwood Estates
Spotsylvania County, Virginia

Schedule II: Projected Construction Schedule¹

Development Year Ending	Fiscal Year Ending ³	Residential			
		Single-Family Detached			
		Units	Cumulative	GSF	Cumulative
31-Dec-21	30-Jun-22	0	0	0	0
31-Dec-22	30-Jun-23	8	8	22,926	22,926
31-Dec-23	30-Jun-24	32	40	91,706	114,632
31-Dec-24	30-Jun-25	24	64	68,779	183,411
31-Dec-25	30-Jun-26	0	64	0	183,411
31-Dec-26	30-Jun-27	0	64	0	183,411
31-Dec-27	30-Jun-28	0	64	0	183,411
31-Dec-28	30-Jun-29	0	64	0	183,411
31-Dec-29	30-Jun-30	0	64	0	183,411
31-Dec-30	30-Jun-31	0	64	0	183,411
31-Dec-31	30-Jun-32	0	64	0	183,411
31-Dec-32	30-Jun-33	0	64	0	183,411
31-Dec-33	30-Jun-34	0	64	0	183,411
31-Dec-34	30-Jun-35	0	64	0	183,411
31-Dec-35	30-Jun-36	0	64	0	183,411
31-Dec-36	30-Jun-37	0	64	0	183,411
31-Dec-37	30-Jun-38	0	64	0	183,411
31-Dec-38	30-Jun-39	0	64	0	183,411
31-Dec-39	30-Jun-40	0	64	0	183,411
31-Dec-40	30-Jun-41	0	64	0	183,411
31-Dec-41	30-Jun-42	0	64	0	183,411
31-Dec-42	30-Jun-43	0	64	0	183,411
31-Dec-43	30-Jun-44	0	64	0	183,411
31-Dec-44	30-Jun-45	0	64	0	183,411
31-Dec-45	30-Jun-46	0	64	0	183,411
31-Dec-46	30-Jun-47	0	64	0	183,411
31-Dec-47	30-Jun-48	0	64	0	183,411
31-Dec-48	30-Jun-49	0	64	0	183,411
31-Dec-49	30-Jun-50	0	64	0	183,411
31-Dec-50	30-Jun-51	0	64	0	183,411
31-Dec-51	30-Jun-52	0	64	0	183,411
Total		64		183,411	

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14-Jun-21

¹Based on information provided Old Plank Partners LLC.

²Real property in Spotsylvania County is assessed as of January 1. Real property taxes are paid in two installments, on June 5 and on December 5.

Source: Spotsylvania County Code of Ordinances, Chapter 21, Article 3.

https://library.municode.com/va/spotsylvania_county/codes/code_of_ordinances?nodeId=COCO_CH21TA_ARTIIIIEESTA#TOPTITLE:%2F%2F, accessed May 27, 2021.

³The Spotsylvania County fiscal year occurs from July 1 to June 30. Therefore, the final real property tax payment date of December 5 corresponds with the fiscal year ending June 30 of the following year.

Source: Spotsylvania County 2021 Adopted Budget,

<https://www.spotsylvania.va.us/DocumentCenter/View/13471/FY-2021-Adopted-Budget---full-file-size--102-MB>, accessed June 2, 2021.

Linwood Estates
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Projected Fiscal Impacts

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Schedule III-A: Projected Real Property Tax - Projected Assessed Value

Development Year Ending	Assessed As Of ¹	Tax Due Date ¹	Fiscal Year Ending ²	Inflation Factor ^{3,4}	Residential		
					Single-Family Detached		Total Assessed Value
					Units ⁵	Value Per Unit ⁶	
31-Dec-21	1-Jan-22	5-Dec-22	30-Jun-23	100.0%	0	\$429,606	\$0
31-Dec-22	1-Jan-23	5-Dec-23	30-Jun-24	100.0%	8	\$429,606	\$3,436,849
31-Dec-23	1-Jan-24	5-Dec-24	30-Jun-25	104.0%	40	\$446,962	\$17,878,486
31-Dec-24	1-Jan-25	5-Dec-25	30-Jun-26	104.0%	64	\$446,962	\$28,605,578
31-Dec-25	1-Jan-26	5-Dec-26	30-Jun-27	108.2%	64	\$465,019	\$29,761,244
31-Dec-26	1-Jan-27	5-Dec-27	30-Jun-28	108.2%	64	\$465,019	\$29,761,244
31-Dec-27	1-Jan-28	5-Dec-28	30-Jun-29	112.6%	64	\$483,806	\$30,963,598
31-Dec-28	1-Jan-29	5-Dec-29	30-Jun-30	112.6%	64	\$483,806	\$30,963,598
31-Dec-29	1-Jan-30	5-Dec-30	30-Jun-31	117.2%	64	\$503,352	\$32,214,527
31-Dec-30	1-Jan-31	5-Dec-31	30-Jun-32	117.2%	64	\$503,352	\$32,214,527
31-Dec-31	1-Jan-32	5-Dec-32	30-Jun-33	121.9%	64	\$523,687	\$33,515,994
31-Dec-32	1-Jan-33	5-Dec-33	30-Jun-34	121.9%	64	\$523,687	\$33,515,994
31-Dec-33	1-Jan-34	5-Dec-34	30-Jun-35	126.8%	64	\$544,844	\$34,870,040
31-Dec-34	1-Jan-35	5-Dec-35	30-Jun-36	126.8%	64	\$544,844	\$34,870,040
31-Dec-35	1-Jan-36	5-Dec-36	30-Jun-37	131.9%	64	\$566,856	\$36,278,790
31-Dec-36	1-Jan-37	5-Dec-37	30-Jun-38	131.9%	64	\$566,856	\$36,278,790
31-Dec-37	1-Jan-38	5-Dec-38	30-Jun-39	137.3%	64	\$589,757	\$37,744,453
31-Dec-38	1-Jan-39	5-Dec-39	30-Jun-40	137.3%	64	\$589,757	\$37,744,453
31-Dec-39	1-Jan-40	5-Dec-40	30-Jun-41	142.8%	64	\$613,583	\$39,269,329
31-Dec-40	1-Jan-41	5-Dec-41	30-Jun-42	142.8%	64	\$613,583	\$39,269,329
31-Dec-41	1-Jan-42	5-Dec-42	30-Jun-43	148.6%	64	\$638,372	\$40,855,810
31-Dec-42	1-Jan-43	5-Dec-43	30-Jun-44	148.6%	64	\$638,372	\$40,855,810
31-Dec-43	1-Jan-44	5-Dec-44	30-Jun-45	154.6%	64	\$664,162	\$42,506,385
31-Dec-44	1-Jan-45	5-Dec-45	30-Jun-46	154.6%	64	\$664,162	\$42,506,385
31-Dec-45	1-Jan-46	5-Dec-46	30-Jun-47	160.8%	64	\$690,994	\$44,223,643
31-Dec-46	1-Jan-47	5-Dec-47	30-Jun-48	160.8%	64	\$690,994	\$44,223,643
31-Dec-47	1-Jan-48	5-Dec-48	30-Jun-49	167.3%	64	\$718,911	\$46,010,278
31-Dec-48	1-Jan-49	5-Dec-49	30-Jun-50	167.3%	64	\$718,911	\$46,010,278
31-Dec-49	1-Jan-50	5-Dec-50	30-Jun-51	174.1%	64	\$747,955	\$47,869,093
31-Dec-50	1-Jan-51	5-Dec-51	30-Jun-52	174.1%	64	\$747,955	\$47,869,093

MuniCap, Inc.

14-Jun-21

¹Real property in Spotsylvania County is assessed as of January 1. Real property taxes are paid in two installments, on June 5 and on December 5.

Source: Spotsylvania County Code of Ordinances, Chapter 21, Article 3.

https://library.municode.com/va/spotsylvania_county/codes/code_of_ordinances?nodeId=COCO_CH21TA_ARTHIREESTA#TOPTITLE:%2F%2F
 F, accessed May 27, 2021.

²The Spotsylvania County fiscal year occurs from July 1 to June 30. Therefore, the final real property tax payment date of December 5 corresponds with the fiscal year ending June 30 of the following year.

Source: Spotsylvania County 2021 Adopted Budget, <https://www.spotsylvania.va.us/DocumentCenter/View/13471/FY-2021-Adopted-Budget---full-file-size--102-MB>, accessed June 2, 2021.

³Assumes an annual inflation rate of 2%.

⁴Property in Spotsylvania County is reassessed every even year; as a result, the inflation factor is set to adjust in years of the biennial revaluation.

Source: Spotsylvania County Code of Ordinances, Chapter 21, Article 3.

https://library.municode.com/va/spotsylvania_county/codes/code_of_ordinances?nodeId=COCO_CH21TA_ARTHIREESTA#TOPTITLE:%2F%2F
 F, accessed May 27, 2021.

⁵See Schedule II.

⁶See Schedule I.

Linwood Estates
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Schedule III-B: Projected Real Property Tax - Projected Tax Revenues

Development Year Ending	Assessed As Of ¹	Tax Due Date ¹	Fiscal Year Ending ²	Inflation Factor ^{3,4}	Estimated Assessed Value			County Tax Rate Per \$100 A.V. ⁷	Estimated Real Property Tax Revenues
					New Development ⁵	Residual Value ⁶	Total Assessed Value		
31-Dec-21	1-Jan-22	5-Dec-22	30-Jun-23	100.0%	\$0	\$723,000	\$723,000	\$0.8094	\$5,852
31-Dec-22	1-Jan-23	5-Dec-23	30-Jun-24	100.0%	\$3,436,849	\$632,625	\$4,069,474	\$0.8094	\$32,938
31-Dec-23	1-Jan-24	5-Dec-24	30-Jun-25	104.0%	\$17,878,486	\$271,125	\$18,149,611	\$0.8094	\$146,903
31-Dec-24	1-Jan-25	5-Dec-25	30-Jun-26	104.0%	\$28,605,578	\$0	\$28,605,578	\$0.8094	\$231,534
31-Dec-25	1-Jan-26	5-Dec-26	30-Jun-27	108.2%	\$29,761,244	\$0	\$29,761,244	\$0.8094	\$240,888
31-Dec-26	1-Jan-27	5-Dec-27	30-Jun-28	108.2%	\$29,761,244	\$0	\$29,761,244	\$0.8094	\$240,888
31-Dec-27	1-Jan-28	5-Dec-28	30-Jun-29	112.6%	\$30,963,598	\$0	\$30,963,598	\$0.8094	\$250,619
31-Dec-28	1-Jan-29	5-Dec-29	30-Jun-30	112.6%	\$30,963,598	\$0	\$30,963,598	\$0.8094	\$250,619
31-Dec-29	1-Jan-30	5-Dec-30	30-Jun-31	117.2%	\$32,214,527	\$0	\$32,214,527	\$0.8094	\$260,744
31-Dec-30	1-Jan-31	5-Dec-31	30-Jun-32	117.2%	\$32,214,527	\$0	\$32,214,527	\$0.8094	\$260,744
31-Dec-31	1-Jan-32	5-Dec-32	30-Jun-33	121.9%	\$33,515,994	\$0	\$33,515,994	\$0.8094	\$271,278
31-Dec-32	1-Jan-33	5-Dec-33	30-Jun-34	121.9%	\$33,515,994	\$0	\$33,515,994	\$0.8094	\$271,278
31-Dec-33	1-Jan-34	5-Dec-34	30-Jun-35	126.8%	\$34,870,040	\$0	\$34,870,040	\$0.8094	\$282,238
31-Dec-34	1-Jan-35	5-Dec-35	30-Jun-36	126.8%	\$34,870,040	\$0	\$34,870,040	\$0.8094	\$282,238
31-Dec-35	1-Jan-36	5-Dec-36	30-Jun-37	131.9%	\$36,278,790	\$0	\$36,278,790	\$0.8094	\$293,641
31-Dec-36	1-Jan-37	5-Dec-37	30-Jun-38	131.9%	\$36,278,790	\$0	\$36,278,790	\$0.8094	\$293,641
31-Dec-37	1-Jan-38	5-Dec-38	30-Jun-39	137.3%	\$37,744,453	\$0	\$37,744,453	\$0.8094	\$305,504
31-Dec-38	1-Jan-39	5-Dec-39	30-Jun-40	137.3%	\$37,744,453	\$0	\$37,744,453	\$0.8094	\$305,504
31-Dec-39	1-Jan-40	5-Dec-40	30-Jun-41	142.8%	\$39,269,329	\$0	\$39,269,329	\$0.8094	\$317,846
31-Dec-40	1-Jan-41	5-Dec-41	30-Jun-42	142.8%	\$39,269,329	\$0	\$39,269,329	\$0.8094	\$317,846
31-Dec-41	1-Jan-42	5-Dec-42	30-Jun-43	148.6%	\$40,855,810	\$0	\$40,855,810	\$0.8094	\$330,687
31-Dec-42	1-Jan-43	5-Dec-43	30-Jun-44	148.6%	\$40,855,810	\$0	\$40,855,810	\$0.8094	\$330,687
31-Dec-43	1-Jan-44	5-Dec-44	30-Jun-45	154.6%	\$42,506,385	\$0	\$42,506,385	\$0.8094	\$344,047
31-Dec-44	1-Jan-45	5-Dec-45	30-Jun-46	154.6%	\$42,506,385	\$0	\$42,506,385	\$0.8094	\$344,047
31-Dec-45	1-Jan-46	5-Dec-46	30-Jun-47	160.8%	\$44,223,643	\$0	\$44,223,643	\$0.8094	\$357,946
31-Dec-46	1-Jan-47	5-Dec-47	30-Jun-48	160.8%	\$44,223,643	\$0	\$44,223,643	\$0.8094	\$357,946
31-Dec-47	1-Jan-48	5-Dec-48	30-Jun-49	167.3%	\$46,010,278	\$0	\$46,010,278	\$0.8094	\$372,407
31-Dec-48	1-Jan-49	5-Dec-49	30-Jun-50	167.3%	\$46,010,278	\$0	\$46,010,278	\$0.8094	\$372,407
31-Dec-49	1-Jan-50	5-Dec-50	30-Jun-51	174.1%	\$47,869,093	\$0	\$47,869,093	\$0.8094	\$387,452
31-Dec-50	1-Jan-51	5-Dec-51	30-Jun-52	174.1%	\$47,869,093	\$0	\$47,869,093	\$0.8094	\$387,452
Total									\$8,447,821
<i>MuniCap, Inc.</i>									<i>14-Jun-21</i>

¹Real property in Spotsylvania County is assessed as of January 1. Real property taxes are paid in two installments, on June 5 and on December 5.

Source: Spotsylvania County Code of Ordinances, Chapter 21, Article 3.

https://library.municode.com/va/spotsylvania_county/codes/code_of_ordinances?nodeId=COCO_CH21TA_ARTHIREESTA#TOPITITLE:%2F%2F, accessed May 27, 2021.

²The Spotsylvania County fiscal year occurs from July 1 to June 30. Therefore, the final real property tax payment date of December 5 corresponds with the fiscal year ending June 30 of the following year.

Source: Spotsylvania County 2021 Adopted Budget, <https://www.spotsylvania.va.us/DocumentCenter/View/13471/FY-2021-Adopted-Budget--full-file-size--102-MB>, accessed June 2, 2021.

³Assumes an annual inflation rate of 2%.

⁴Property in Spotsylvania County is reassessed every even year; as a result, the inflation factor is set to adjust in years of the biennial revaluation.

Source: Spotsylvania County Code of Ordinances, Chapter 21, Article 3.

https://library.municode.com/va/spotsylvania_county/codes/code_of_ordinances?nodeId=COCO_CH21TA_ARTHIREESTA#TOPITITLE:%2F%2F, accessed May 27, 2021.

⁵See Schedule III-A.

⁶See Appendix E.

⁷Represents the rate for tax year 2021. Source: Spotsylvania County Commissioner of the Revenue. <https://www.spotsylvania.va.us/695/Tax-Rate>, accessed May 27, 2021.

Linwood Estates
Spotsylvania County, Virginia

Schedule IV: Projected Personal Property Taxes and Fees from Vehicles

Table 1: Estimated Personal Property Tax Revenues - Vehicles

Development Type	Number of Vehicles			Property Tax per Vehicle					Total Personal Property Tax Revenue from Vehicles ⁸
	Estimated No. of Units ¹	Estimated Vehicles Per Household ²	Estimated No. of Vehicles	Assessed Value Per Vehicle ^{3,4}	County Personal Property Tax Rate (Per \$100) ⁵	Projected Personal Property Tax Prior to Relief	PPTRA Tax Relief (36%) ^{6,7}	Estimated Effective Personal Property Tax	
Single-family detached	64	2.19	140	\$11,014	\$6.55	\$721	\$0	\$721	\$100,964

Table 2: Estimated Vehicle License Fees

Development Type	Estimated No. of Units ¹	Estimated Vehicles Per Household ²	Estimated No. of Vehicles	Annual Vehicle License Fees ⁹	Total Estimated Vehicle License Fees ⁸
Single-family detached	64	2.19	140	\$25.00	\$3,499

Table 3: Total Vehicle Related Revenues

Development Type	Total Personal Property Tax Revenue	Total Estimated Vehicle License Fees	Total Taxes and Fees
Single-family detached	\$100,964	\$3,499	\$104,463

MuniCap, Inc. 14-Jun-21

¹See Schedule I.
²Based on average number of vehicles per owner-occupied units in the County. Source: U.S. Census Bureau, 2019 American Community Survey 5-Year Estimates. https://data.census.gov/cedsci/table?q=renter%20occupied&g=0400000US51_0500000US51179&tid=ACST5Y2019.S2504, accessed May 23, 2021.
³Spotsylvania County assesses the value of vehicles at 50% of the clean retail value from National Auto Dealers Association (NADA) guide. Source: Spotsylvania County FY 2021 Adopted Budget. <https://www.spotsylvania.va.us/DocumentCenter/View/13471/FY-2021-Adopted-Budget---full-file-size--102-MB>, accessed May 24, 2021.
⁴Represents 50% of the average retail selling price (\$22,027) of used vehicles sold in 2020. Source: NADA Data 2020 Annual Financial Profile of America's Franchised New-Car Dealerships. <https://www.nada.org/WorkArea/DownloadAsset.aspx?id=21474861098>, accessed May 17, 2021.
⁵Represents the Fiscal Year 2021 tax rate. Source: Spotsylvania County FY 2021 Adopted Budget. <https://www.spotsylvania.va.us/DocumentCenter/View/13471/FY-2021-Adopted-Budget---full-file-size--102-MB>, accessed May 24, 2021.
⁶Pursuant to Title 58, Chapter 35.1 of the Code of Virginia, tax relief, set by the taxing jurisdiction, is provided on qualifying vehicles with an assessed value under \$20,000. The taxing jurisdiction is ultimately reimbursed for this relief by the State of Virginia and therefore this relief is not included as a deduction in revenue generation. Source: <https://law.lis.virginia.gov/vacode/title58.1/chapter35.1/>, accessed June 1, 2021.
⁷Spotsylvania County PPTRA rate was 36% for calendar year 2020. It is assumed that this rate remains static in future years. Source: Spotsylvania County FY 2021 Adopted Budget. <https://www.spotsylvania.va.us/DocumentCenter/View/13471/FY-2021-Adopted-Budget---full-file-size--102-MB>, accessed May 24, 2021.
⁸Figure assumes full buildout and is expressed in current dollars.
⁹Vehicle License Fee is \$25. Source: Spotsylvania County FY 2021 Adopted Budget. <https://www.spotsylvania.va.us/DocumentCenter/View/13471/FY-2021-Adopted-Budget---full-file-size--102-MB>, accessed May 24, 2021.

Linwood Estates
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Schedule V-A: Projected Utility Tax Revenues - Annual

Table 1: Annual Electric Utility Tax Revenue - Consumption Utility Tax Revenue

Property Use	Estimated No. of Units ¹	Average Annual Electric Consumption Per Unit ² (<i>kWh</i>)	Total Annual Electric Consumption (<i>kWh</i>)	County Electric Utility Tax Rate ³	Annual County Electric Utility Tax Revenue	Months Per Year	Monthly County Electric Utility Tax Revenue Per Unit
Single-family detached	64	12,606	806,784	\$0.015105	\$12,186	12	\$15.87

Table 2: Annual Electric Utility Tax Revenue - Determination of Maximum

Property Use	Total Monthly County Electric Tax Revenue Per Unit			
	Flat Rate Fee Per Unit ³	Monthly County Electric Utility Tax Revenue Per Unit	Total	Residential Cap Per Unit ³
Single-family detached	\$1.40	\$15.87	\$17.27	\$2.00

Table 3: Annual Electric Utility Tax Revenue - Projected Total Annual Electric Utility Tax Revenue

Property Use	Monthly County Electric Utility Tax Revenue Per Unit	New Units ¹	Total Monthly County Electric Utility Tax Revenue Per Unit	Months Per Year	Total Annual County Electric Utility Tax Revenue ⁴
Single-family detached	\$2.00	64	\$128	12	\$1,536

MuniCap, Inc.

14-Jun-21

¹See Schedule I.

²Source: U.S. Energy Information Administration. 2015 Residential Energy Consumption Survey, Table CE4.6 Annual household site end-use consumption by fuel in the U.S. - averages, 2015.
<https://www.eia.gov/consumption/residential/data/2015/c&e/pdf/ce4.6.pdf>, accessed May 24, 2021.

³Residential consumers are subject to an electric utility tax of \$1.40 plus a rate of \$0.015105 on each kWh delivered monthly, not to exceed a maximum of two dollars (\$2.00). Source: Spotsylvania County Code of Ordinances, Chapter. 21, Article 7.
https://library.municode.com/va/spotsylvania_county/codes/code_of_ordinances?nodeId=COCO_CH21TA_ARTVIIITAPUUTSE, accessed May 24, 2021.

⁴Figure assumes full buildout and is expressed in current dollars.

Linwood Estates
Spotsylvania County, Virginia

Schedule V-A: Projected Utility Tax Revenues - Annual, continued

Table 4: Annual Natural Gas Service Utility Tax Revenue - Determination of Maximum

Property Use	Residential Tax Per Unit ¹
Single-family detached	\$2.00

Table 5: Annual Natural Gas Service Utility Tax Revenue - Total Projected Annual Natural Gas Service Utility Tax Revenue

Property Use	Monthly County Natural Gas Utility Tax Revenue Per Unit	New Units ²	Total Monthly County Natural Gas Utility Tax Revenue	Months Per Year	Total Annual County Natural Gas Utility Tax Revenue ³
Single-family detached	\$2.00	64	\$128	12	\$1,536

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Table 6: Annual Utility Tax Revenues - Total

Property Type	County Utility Tax Revenue		
	Electric	Natural Gas	Total ³
<i>Residential</i> Single-family detached	\$1,536	\$1,536	\$3,072
Total			\$3,072

MuniCap, Inc.

14-Jun-21

¹Residential units are subject to a monthly tax of \$2 per unit. Source: Spotsylvania County Code of Ordinances, Chapter 21, Article 7.

https://library.municode.com/va/spotsylvania_county/codes/code_of_ordinances?nodeId=COCO_CH21TA_ARTVIIITAPUUTSE, accessed May 24, 2021.

²See Schedule I.

³Figure assumes full buildout and is expressed in current dollars.

Linwood Estates
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Schedule V-B: Projected Utility Tax Revenues - 30 Years

Development Year Ending	Fiscal Year Ending	Inflation Factor ¹	Total Projected Utility Tax Revenues ²
31-Dec-21	30-Jun-22	100.0%	\$0
31-Dec-22	30-Jun-23	100.0%	\$384
31-Dec-23	30-Jun-24	100.0%	\$1,920
31-Dec-24	30-Jun-25	100.0%	\$3,072
31-Dec-25	30-Jun-26	100.0%	\$3,072
31-Dec-26	30-Jun-27	100.0%	\$3,072
31-Dec-27	30-Jun-28	100.0%	\$3,072
31-Dec-28	30-Jun-29	100.0%	\$3,072
31-Dec-29	30-Jun-30	100.0%	\$3,072
31-Dec-30	30-Jun-31	100.0%	\$3,072
31-Dec-31	30-Jun-32	100.0%	\$3,072
31-Dec-32	30-Jun-33	100.0%	\$3,072
31-Dec-33	30-Jun-34	100.0%	\$3,072
31-Dec-34	30-Jun-35	100.0%	\$3,072
31-Dec-35	30-Jun-36	100.0%	\$3,072
31-Dec-36	30-Jun-37	100.0%	\$3,072
31-Dec-37	30-Jun-38	100.0%	\$3,072
31-Dec-38	30-Jun-39	100.0%	\$3,072
31-Dec-39	30-Jun-40	100.0%	\$3,072
31-Dec-40	30-Jun-41	100.0%	\$3,072
31-Dec-41	30-Jun-42	100.0%	\$3,072
31-Dec-42	30-Jun-43	100.0%	\$3,072
31-Dec-43	30-Jun-44	100.0%	\$3,072
31-Dec-44	30-Jun-45	100.0%	\$3,072
31-Dec-45	30-Jun-46	100.0%	\$3,072
31-Dec-46	30-Jun-47	100.0%	\$3,072
31-Dec-47	30-Jun-48	100.0%	\$3,072
31-Dec-48	30-Jun-49	100.0%	\$3,072
31-Dec-49	30-Jun-50	100.0%	\$3,072
31-Dec-50	30-Jun-51	100.0%	\$3,072
31-Dec-51	30-Jun-52	100.0%	\$3,072
Total			\$88,320

MuniCap, Inc.

14-Jun-21

¹ Assumes an annual inflation rate of 0% because County utility taxes are capped and caps have not been raised since at least 2012.
Source: Spotsylvania County Code of Ordinances, Chapter 21, Article 7. "Compare versions" tool.
https://library.municode.com/va/spotsylvania_county/codes/code_of_ordinances?nodeId=COCO_CH21TA_ARTVIIITAPUU
TSE, accessed June 14, 2021.

² See Schedule V-B.

Linwood Estates
Spotsylvania County, Virginia

Schedule VI-A: Projected Recordation Tax - Projected Assessed Value

Development Year Ending	Fiscal Year Ending	Inflation Factor ¹	Single-Family Detached			
			Value Per Unit ²	Initial Unit Sale ³	Initial Unit Resales ^{3,4,5}	Projected Assessed Value of Transaction
31-Dec-21	30-Jun-22	100.0%	\$429,606	0	0	\$0
31-Dec-22	30-Jun-23	102.0%	\$438,198	8	0	\$3,505,586
31-Dec-23	30-Jun-24	104.0%	\$446,962	32	1	\$14,600,764
31-Dec-24	30-Jun-25	106.1%	\$455,901	24	3	\$12,461,305
31-Dec-25	30-Jun-26	108.2%	\$465,019	0	5	\$2,480,104
31-Dec-26	30-Jun-27	110.4%	\$474,320	0	5	\$2,529,706
31-Dec-27	30-Jun-28	112.6%	\$483,806	0	5	\$2,580,300
31-Dec-28	30-Jun-29	114.9%	\$493,482	0	5	\$2,631,906
31-Dec-29	30-Jun-30	117.2%	\$503,352	0	5	\$2,684,544
31-Dec-30	30-Jun-31	119.5%	\$513,419	0	5	\$2,738,235
31-Dec-31	30-Jun-32	121.9%	\$523,687	0	5	\$2,793,000
31-Dec-32	30-Jun-33	124.3%	\$534,161	0	5	\$2,848,860
31-Dec-33	30-Jun-34	126.8%	\$544,844	0	5	\$2,905,837
31-Dec-34	30-Jun-35	129.4%	\$555,741	0	5	\$2,963,953
31-Dec-35	30-Jun-36	131.9%	\$566,856	0	5	\$3,023,233
31-Dec-36	30-Jun-37	134.6%	\$578,193	0	5	\$3,083,697
31-Dec-37	30-Jun-38	137.3%	\$589,757	0	5	\$3,145,371
31-Dec-38	30-Jun-39	140.0%	\$601,552	0	5	\$3,208,279
31-Dec-39	30-Jun-40	142.8%	\$613,583	0	5	\$3,272,444
31-Dec-40	30-Jun-41	145.7%	\$625,855	0	5	\$3,337,893
31-Dec-41	30-Jun-42	148.6%	\$638,372	0	5	\$3,404,651
31-Dec-42	30-Jun-43	151.6%	\$651,139	0	5	\$3,472,744
31-Dec-43	30-Jun-44	154.6%	\$664,162	0	5	\$3,542,199
31-Dec-44	30-Jun-45	157.7%	\$677,446	0	5	\$3,613,043
31-Dec-45	30-Jun-46	160.8%	\$690,994	0	5	\$3,685,304
31-Dec-46	30-Jun-47	164.1%	\$704,814	0	5	\$3,759,010
31-Dec-47	30-Jun-48	167.3%	\$718,911	0	5	\$3,834,190
31-Dec-48	30-Jun-49	170.7%	\$733,289	0	5	\$3,910,874
31-Dec-49	30-Jun-50	174.1%	\$747,955	0	5	\$3,989,091
31-Dec-50	30-Jun-51	177.6%	\$762,914	0	5	\$4,068,873
31-Dec-51	30-Jun-52	181.1%	\$778,172	0	5	\$4,150,250

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14-Jun-21

¹ Assumes an annual inflation rate of 2%.

² See Schedule I.

³ See Schedule II.

⁴ Assumes properties are closed with buyers in the same year as they are completed.

⁵ The median duration of home ownership in Spotsylvania County is estimated to be twelve years, based on statistics available for the DC-VA-MD-WV metropolitan area. Accordingly, calculations herein assume that after initial sales, one-twelfth of all units are resold annually.

Source: National Association of Realtors. <https://www.nar.realtor/blogs/economists-outlook/how-long-do-homeowners-stay-in-their-homes>, accessed May 20, 2021.

Linwood Estates
Spotsylvania County, Virginia

Schedule VI-B: Projected Recordation Tax - Projected Tax Revenues

Development Year Ending	Fiscal Year Ending	Inflation Factor ¹	Total Projected Assessed Value of Transactions ²	Grantee Tax		Grantor Tax		Total Projected Recordation Tax Revenues
				Recordation Tax Rate (Per \$100) ^{3,4}	Total Projected Recordation Tax Revenues	Recordation Tax Rate (Per \$500) ⁵	Total Projected Recordation Tax Revenues	
31-Dec-21	30-Jun-22	100.0%	\$0	\$0.0833	\$0	\$0.250	\$0	\$0
31-Dec-22	30-Jun-23	102.0%	\$3,505,586	\$0.0833	\$2,921	\$0.250	\$1,753	\$4,674
31-Dec-23	30-Jun-24	104.0%	\$14,600,764	\$0.0833	\$12,167	\$0.250	\$7,300	\$19,468
31-Dec-24	30-Jun-25	106.1%	\$12,461,305	\$0.0833	\$10,384	\$0.250	\$6,231	\$16,615
31-Dec-25	30-Jun-26	108.2%	\$2,480,104	\$0.0833	\$2,067	\$0.250	\$1,240	\$3,307
31-Dec-26	30-Jun-27	110.4%	\$2,529,706	\$0.0833	\$2,108	\$0.250	\$1,265	\$3,373
31-Dec-27	30-Jun-28	112.6%	\$2,580,300	\$0.0833	\$2,150	\$0.250	\$1,290	\$3,440
31-Dec-28	30-Jun-29	114.9%	\$2,631,906	\$0.0833	\$2,193	\$0.250	\$1,316	\$3,509
31-Dec-29	30-Jun-30	117.2%	\$2,684,544	\$0.0833	\$2,237	\$0.250	\$1,342	\$3,579
31-Dec-30	30-Jun-31	119.5%	\$2,738,235	\$0.0833	\$2,282	\$0.250	\$1,369	\$3,651
31-Dec-31	30-Jun-32	121.9%	\$2,793,000	\$0.0833	\$2,327	\$0.250	\$1,396	\$3,724
31-Dec-32	30-Jun-33	124.3%	\$2,848,860	\$0.0833	\$2,374	\$0.250	\$1,424	\$3,798
31-Dec-33	30-Jun-34	126.8%	\$2,905,837	\$0.0833	\$2,422	\$0.250	\$1,453	\$3,874
31-Dec-34	30-Jun-35	129.4%	\$2,963,953	\$0.0833	\$2,470	\$0.250	\$1,482	\$3,952
31-Dec-35	30-Jun-36	131.9%	\$3,023,233	\$0.0833	\$2,519	\$0.250	\$1,512	\$4,031
31-Dec-36	30-Jun-37	134.6%	\$3,083,697	\$0.0833	\$2,570	\$0.250	\$1,542	\$4,112
31-Dec-37	30-Jun-38	137.3%	\$3,145,371	\$0.0833	\$2,621	\$0.250	\$1,573	\$4,194
31-Dec-38	30-Jun-39	140.0%	\$3,208,279	\$0.0833	\$2,674	\$0.250	\$1,604	\$4,278
31-Dec-39	30-Jun-40	142.8%	\$3,272,444	\$0.0833	\$2,727	\$0.250	\$1,636	\$4,363
31-Dec-40	30-Jun-41	145.7%	\$3,337,893	\$0.0833	\$2,782	\$0.250	\$1,669	\$4,451
31-Dec-41	30-Jun-42	148.6%	\$3,404,651	\$0.0833	\$2,837	\$0.250	\$1,702	\$4,540
31-Dec-42	30-Jun-43	151.6%	\$3,472,744	\$0.0833	\$2,894	\$0.250	\$1,736	\$4,630
31-Dec-43	30-Jun-44	154.6%	\$3,542,199	\$0.0833	\$2,952	\$0.250	\$1,771	\$4,723
31-Dec-44	30-Jun-45	157.7%	\$3,613,043	\$0.0833	\$3,011	\$0.250	\$1,807	\$4,817
31-Dec-45	30-Jun-46	160.8%	\$3,685,304	\$0.0833	\$3,071	\$0.250	\$1,843	\$4,914
31-Dec-46	30-Jun-47	164.1%	\$3,759,010	\$0.0833	\$3,133	\$0.250	\$1,880	\$5,012
31-Dec-47	30-Jun-48	167.3%	\$3,834,190	\$0.0833	\$3,195	\$0.250	\$1,917	\$5,112
31-Dec-48	30-Jun-49	170.7%	\$3,910,874	\$0.0833	\$3,259	\$0.250	\$1,955	\$5,214
31-Dec-49	30-Jun-50	174.1%	\$3,989,091	\$0.0833	\$3,324	\$0.250	\$1,995	\$5,319
31-Dec-50	30-Jun-51	177.6%	\$4,068,873	\$0.0833	\$3,391	\$0.250	\$2,034	\$5,425
31-Dec-51	30-Jun-52	181.1%	\$4,150,250	\$0.0833	\$3,459	\$0.250	\$2,075	\$5,534
Total					\$98,521		\$59,113	\$157,634

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¹ Assumes an annual inflation rate of 2%.

² See Schedule VI-A.

³ Virginia state recordation tax is \$0.25 for every \$100. Source: Code of Virginia, Title 58.1 Chapter 8. <https://law.lis.virginia.gov/vacode/title58.1/chapter8/>, accessed May 20, 2021.

⁴ Local recordation tax rate is equal to one-third of the amount of the state recordation tax. Therefore, the County rate is \$0.0833 per \$100.

Source: Spotsylvania County 2021 Adopted Budget, <https://www.spotsylvania.va.us/DocumentCenter/View/13471/FY-2021-Adopted-Budget---full-file-size--102-MB>, accessed June 3, 2021.

⁵ Within Virginia, the recordation tax on the grantor is \$0.50 per \$500. Half of this is returned to the state and the other half to the locality.

Source: Code of Virginia, Title 58.1 Chapter 102. <https://law.lis.virginia.gov/vacode/title58.1/chapter8/section58.1-802/>, accessed June 2, 2021.

Schedule VII-A: Projected Additional Revenues to Spotsylvania County - Annual

Annual Revenue Sources ¹	Current County Revenues ²	Basis for Projecting Revenues ³	Current County Service Factors ⁴	Revenues by Factor ³			Projected Increase in Service Factor ⁵	Total Additional Revenues ⁶
				Per Resident	Service Population	Per Employee		
Real property tax	\$139,758,581	Schedule III	-	-	-	-	-	-
Personal property tax	\$45,074,442	Schedule IV	-	-	-	-	-	-
Other property taxes	\$1,124,655	not impacted	-	-	-	-	-	-
Sales tax	\$19,000,000	service population	159,761	-	\$118.93	-	195	\$23,139
Consumer utility tax	\$2,550,000	Schedule V	-	-	-	-	-	-
Business license tax	\$4,500,000	not impacted	-	-	-	-	-	-
Daily rental tax	\$50,000	not impacted	-	-	-	-	-	-
Utility gross receipts tax	\$650,000	Schedule V	-	-	-	-	-	-
Local vehicle license fee	\$3,100,000	Schedule IV	-	-	-	-	-	-
Bank stock tax	\$800,000	not impacted	-	-	-	-	-	-
Recordation tax	\$2,100,000	Schedule VI	-	-	-	-	-	-
Transient occupancy tax	\$1,000,000	service population	159,761	-	\$6.26	-	195	\$1,218
Meals tax	\$8,000,000	service population	159,761	-	\$50.07	-	195	\$9,743
License & permits	\$216,200	not impacted	-	-	-	-	-	-
Charges for services	\$4,860,071	not impacted	-	-	-	-	-	-
Other local revenue	\$1,789,282	service population	159,761	-	\$11.20	-	195	\$2,179
Miscellaneous	\$3,370,293	not impacted	-	-	-	-	-	-
State and Federal revenue	\$43,204,335	not impacted	-	-	-	-	-	-
Penalties & interest on taxes	\$2,350,000	not impacted	-	-	-	-	-	-
Total budget	\$283,497,859			\$0.00	\$186.46	\$0.00		\$36,278

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14-Jun-21

¹Not all sources of revenues are expected to be impacted as a result of the project. Revenues shown represent general fund revenues only. In addition, some fees are assumed to directly offset specific expenditures also not included in this analysis.

²Source: Spotsylvania County FY 2021 Adopted Budget. <https://www.spotsylvania.va.us/DocumentCenter/View/13471/FY-2021-Adopted-Budget---full-file-size--102-MB>, accessed May 24, 2021.

³Method of apportioning revenues: Per resident revenues are calculated by taking current revenues and apportioning them among current resident population. Per service population revenues are calculated by taking current revenues and apportioning them among current service population. Per employee revenues are calculated by taking current revenues and apportioning them among current employees.

⁴Represents current statistics for the County. See Appendix A.

⁵Represents projected service population increase to County as a result of the proposed development. See Appendix A.

⁶Represents total increase in revenues as a result of proposed project on an annual basis. Figures assume full buildout and are expressed in current dollars.

Linwood Estates
Spotsylvania County, Virginia

Schedule VII-B: Projected Additional Revenues to Spotsylvania County - 30 Years

Development Year Ending	Fiscal Year Ending	Inflation Factor ¹	Projected Additional Revenues to Spotsylvania County			
			Service Population Revenues			Total Projected Additional Revenues
			Revenues Per Service Population ²	Anticipated Service Population ³	Total Service Population Revenues	
31-Dec-21	30-Jun-22	100.0%	\$186	0	\$0	\$0
31-Dec-22	30-Jun-23	102.0%	\$190	24	\$4,625	\$4,625
31-Dec-23	30-Jun-24	104.0%	\$194	122	\$23,590	\$23,590
31-Dec-24	30-Jun-25	106.1%	\$198	195	\$38,498	\$38,498
31-Dec-25	30-Jun-26	108.2%	\$202	195	\$39,268	\$39,268
31-Dec-26	30-Jun-27	110.4%	\$206	195	\$40,054	\$40,054
31-Dec-27	30-Jun-28	112.6%	\$210	195	\$40,855	\$40,855
31-Dec-28	30-Jun-29	114.9%	\$214	195	\$41,672	\$41,672
31-Dec-29	30-Jun-30	117.2%	\$218	195	\$42,505	\$42,505
31-Dec-30	30-Jun-31	119.5%	\$223	195	\$43,356	\$43,356
31-Dec-31	30-Jun-32	121.9%	\$227	195	\$44,223	\$44,223
31-Dec-32	30-Jun-33	124.3%	\$232	195	\$45,107	\$45,107
31-Dec-33	30-Jun-34	126.8%	\$236	195	\$46,009	\$46,009
31-Dec-34	30-Jun-35	129.4%	\$241	195	\$46,929	\$46,929
31-Dec-35	30-Jun-36	131.9%	\$246	195	\$47,868	\$47,868
31-Dec-36	30-Jun-37	134.6%	\$251	195	\$48,825	\$48,825
31-Dec-37	30-Jun-38	137.3%	\$256	195	\$49,802	\$49,802
31-Dec-38	30-Jun-39	140.0%	\$261	195	\$50,798	\$50,798
31-Dec-39	30-Jun-40	142.8%	\$266	195	\$51,814	\$51,814
31-Dec-40	30-Jun-41	145.7%	\$272	195	\$52,850	\$52,850
31-Dec-41	30-Jun-42	148.6%	\$277	195	\$53,907	\$53,907
31-Dec-42	30-Jun-43	151.6%	\$283	195	\$54,985	\$54,985
31-Dec-43	30-Jun-44	154.6%	\$288	195	\$56,085	\$56,085
31-Dec-44	30-Jun-45	157.7%	\$294	195	\$57,207	\$57,207
31-Dec-45	30-Jun-46	160.8%	\$300	195	\$58,351	\$58,351
31-Dec-46	30-Jun-47	164.1%	\$306	195	\$59,518	\$59,518
31-Dec-47	30-Jun-48	167.3%	\$312	195	\$60,708	\$60,708
31-Dec-48	30-Jun-49	170.7%	\$318	195	\$61,922	\$61,922
31-Dec-49	30-Jun-50	174.1%	\$325	195	\$63,161	\$63,161
31-Dec-50	30-Jun-51	177.6%	\$331	195	\$64,424	\$64,424
31-Dec-51	30-Jun-52	181.1%	\$338	195	\$65,712	\$65,712
Total					\$1,454,630	\$1,454,630

MuniCap, Inc.

14-Jun-21

¹ Assumes an annual inflation rate of 2%.

² See Schedule VII-A.

³ See Appendix B.

Linwood Estates
Spotsylvania County, Virginia

Schedule VIII: Total Projected Revenues to Spotsylvania County

Fiscal Year Ending	Projected Real Property Tax (Schedule III-B)	Projected Vehicle Personal Property Tax (Schedule IV) ¹	Projected Vehicle License Fee (Schedule IV) ¹	Projected Utility Tax Revenues (Schedule V-B)	Projected Recordation Tax (Schedule VI)	Projected Additional Tax Revenues (Schedule VII-B)	Estimated Total Revenues
30-Jun-22	\$0	\$0	\$0	\$0	\$0	\$0	\$0
30-Jun-23	\$5,852	\$12,873	\$446	\$384	\$4,674	\$4,625	\$28,855
30-Jun-24	\$32,938	\$65,652	\$2,275	\$1,920	\$19,468	\$23,590	\$145,843
30-Jun-25	\$146,903	\$107,144	\$3,713	\$3,072	\$16,615	\$38,498	\$315,946
30-Jun-26	\$231,534	\$109,287	\$3,787	\$3,072	\$3,307	\$39,268	\$390,255
30-Jun-27	\$240,888	\$111,473	\$3,863	\$3,072	\$3,373	\$40,054	\$402,722
30-Jun-28	\$240,888	\$113,702	\$3,940	\$3,072	\$3,440	\$40,855	\$405,897
30-Jun-29	\$250,619	\$115,976	\$4,019	\$3,072	\$3,509	\$41,672	\$418,868
30-Jun-30	\$250,619	\$118,296	\$4,100	\$3,072	\$3,579	\$42,505	\$422,171
30-Jun-31	\$260,744	\$120,662	\$4,182	\$3,072	\$3,651	\$43,356	\$435,666
30-Jun-32	\$260,744	\$123,075	\$4,265	\$3,072	\$3,724	\$44,223	\$439,103
30-Jun-33	\$271,278	\$125,536	\$4,351	\$3,072	\$3,798	\$45,107	\$453,143
30-Jun-34	\$271,278	\$128,047	\$4,438	\$3,072	\$3,874	\$46,009	\$456,719
30-Jun-35	\$282,238	\$130,608	\$4,526	\$3,072	\$3,952	\$46,929	\$471,326
30-Jun-36	\$282,238	\$133,220	\$4,617	\$3,072	\$4,031	\$47,868	\$475,046
30-Jun-37	\$293,641	\$135,885	\$4,709	\$3,072	\$4,112	\$48,825	\$490,243
30-Jun-38	\$293,641	\$138,602	\$4,803	\$3,072	\$4,194	\$49,802	\$494,114
30-Jun-39	\$305,504	\$141,374	\$4,899	\$3,072	\$4,278	\$50,798	\$509,925
30-Jun-40	\$305,504	\$144,202	\$4,997	\$3,072	\$4,363	\$51,814	\$513,952
30-Jun-41	\$317,846	\$147,086	\$5,097	\$3,072	\$4,451	\$52,850	\$530,402
30-Jun-42	\$317,846	\$150,027	\$5,199	\$3,072	\$4,540	\$53,907	\$534,591
30-Jun-43	\$330,687	\$153,028	\$5,303	\$3,072	\$4,630	\$54,985	\$551,706
30-Jun-44	\$330,687	\$156,089	\$5,409	\$3,072	\$4,723	\$56,085	\$556,065
30-Jun-45	\$344,047	\$159,210	\$5,518	\$3,072	\$4,817	\$57,207	\$573,871
30-Jun-46	\$344,047	\$162,395	\$5,628	\$3,072	\$4,914	\$58,351	\$578,406
30-Jun-47	\$357,946	\$165,642	\$5,740	\$3,072	\$5,012	\$59,518	\$596,931
30-Jun-48	\$357,946	\$168,955	\$5,855	\$3,072	\$5,112	\$60,708	\$601,649
30-Jun-49	\$372,407	\$172,334	\$5,972	\$3,072	\$5,214	\$61,922	\$620,923
30-Jun-50	\$372,407	\$175,781	\$6,092	\$3,072	\$5,319	\$63,161	\$625,832
30-Jun-51	\$387,452	\$179,297	\$6,214	\$3,072	\$5,425	\$64,424	\$645,884
30-Jun-52	\$387,452	\$182,883	\$6,338	\$3,072	\$5,534	\$65,712	\$650,991
Total	\$8,447,821	\$4,048,340	\$140,298	\$88,320	\$157,634	\$1,454,630	\$14,337,042

MuniCap, Inc.

14-Jun-21

¹Revenues were phased in with absorption. Assumes annual inflation factor of 2%

Linwood Estates
Spotsylvania County, Virginia

Schedule IX-A: Projected Additional Expenditures to Spotsylvania County - Annual

Annual Expenditure Sources ¹	Current County Expenditures ²	Basis for Projecting Expenditures ³	Current County Service Factors ⁴	Expenditures by Factor ³				\$1,000s of Real Property Tax Revenues	\$1,000s of Tax Revenues	Projected Increase in Service Factor ⁵	Total Additional Expenditures ⁶
				Per Resident	Service Population	Per Employee	Per Student				
Board of Supervisors	\$282,722	not impacted	-	-	-	-	-	-	-	-	-
County Administration	\$865,440	not impacted	-	-	-	-	-	-	-	-	-
County Attorney	\$1,049,019	not impacted	-	-	-	-	-	-	-	-	-
Non-Departmental	\$2,264,426	not impacted	-	-	-	-	-	-	-	-	-
Human Resources	\$898,155	not impacted	-	-	-	-	-	-	-	-	-
Commissioner of Revenue ⁷	\$1,255,424	\$1,000s of tax revenues	\$283,498	-	-	-	-	-	\$4	\$651	\$2,883
Assessment ⁷	\$1,008,220	\$1,000s of real property tax revenue:	\$139,759	-	-	-	-	\$7	-	\$387	\$2,795
Treasurer	\$2,009,489	not impacted	-	-	-	-	-	-	-	-	-
Office of Accounting & Procurement	\$2,490,548	not impacted	-	-	-	-	-	-	-	-	-
Office of Budget & Grants	\$873,006	not impacted	-	-	-	-	-	-	-	-	-
Information Services	\$6,663,868	not impacted	-	-	-	-	-	-	-	-	-
Voter Services	\$544,501	not impacted	-	-	-	-	-	-	-	-	-
Circuit Court	\$296,693	not impacted	-	-	-	-	-	-	-	-	-
General District Court	\$33,125	not impacted	-	-	-	-	-	-	-	-	-
Magistrate	\$4,184	not impacted	-	-	-	-	-	-	-	-	-
Juvenile & Domestic Relations Court	\$44,877	not impacted	-	-	-	-	-	-	-	-	-
Clerk of the Circuit Court	\$1,623,782	not impacted	-	-	-	-	-	-	-	-	-
Commonwealth's Attorney	\$2,735,195	not impacted	-	-	-	-	-	-	-	-	-
Sheriff ⁷	\$22,233,524	service population	159,761	-	\$139.17	-	-	-	-	195	\$27,076
Fire, Rescue, and Emergency Management ⁷	\$24,740,238	service population	159,761	-	\$154.86	-	-	-	-	195	\$30,129
Fire/EMS Service Fee	\$2,592,800	not impacted	-	-	-	-	-	-	-	-	-
Regional Detention Facilities	\$7,484,950	not impacted	-	-	-	-	-	-	-	-	-
Court Services Unit	\$402,227	not impacted	-	-	-	-	-	-	-	-	-
Medical Examiner	\$1,000	not impacted	-	-	-	-	-	-	-	-	-
Building Division	\$2,666,418	not impacted	-	-	-	-	-	-	-	-	-
Facilities Management	\$4,606,834	not impacted	-	-	-	-	-	-	-	-	-
Refuse Management ⁷	\$1,236,076	service population	159,761	-	\$7.74	-	-	-	-	195	\$1,505
Water & Sewer	\$35,670,221	not impacted	-	-	-	-	-	-	-	-	-
Local Health Department	\$647,569	not impacted	-	-	-	-	-	-	-	-	-
Rappahannock Area Community Services Board	\$427,593	not impacted	-	-	-	-	-	-	-	-	-
Social Services	\$14,104,157	not impacted	-	-	-	-	-	-	-	-	-
Children's Services Act	\$12,361,322	not impacted	-	-	-	-	-	-	-	-	-
Germanna Community College	\$189,171	not impacted	-	-	-	-	-	-	-	-	-
Parks & Recreation	\$2,806,512	residents	137,200	\$20.46	-	-	-	-	-	195	\$3,980
County Museum	\$81,564	not impacted	-	-	-	-	-	-	-	-	-
Regional Library	\$4,307,827	not impacted	-	-	-	-	-	-	-	-	-
Community Development	\$6,539,857	not impacted	-	-	-	-	-	-	-	-	-
Transportation	\$11,069,419	not impacted	-	-	-	-	-	-	-	-	-
Transfer to schools ⁸	\$103,291,641	per student	24,167	-	-	-	\$4,274	-	-	37	\$156,465
Total budget	\$282,403,594			\$20	\$302	\$0	\$4,274	\$7	\$4		\$224,834

MuniCap, Inc.

14-Jun-21

¹ Not all expenditures are expected to be impacted as a result of the project. In addition, some expenditures are expected to be directly offset by fees, also excluded from estimates of revenues herein, as noted on Schedule VII-A.

²Source: Spotsylvania County FY 2021 Adopted Budget. <https://www.spotsylvania.va.us/DocumentCenter/View/13471/FY-2021-Adopted-Budget---full-file-size--102-MB>, accessed May 24, 2021.

³Method of apportioning expenditures: Per resident costs are calculated by taking current expenditures and apportioning them among current resident population. Service population costs are calculated by taking current expenditures and apportioning them among the current service population (i.e. total permanent population and employees who do not reside in the County). Per employee costs are calculated by taking current expenditures and apportioning them among current employees. Per student costs are calculated by taking current expenditures and apportioning them among the current student population. Per \$1,000's of tax revenue costs are calculated by taking current expenditures and apportioning them among current total tax revenues. Per \$1,000's of real property tax revenue costs are calculated by taking current expenditures and apportioning them among current total real property tax revenues.

⁴See Appendix A.

⁵Represents the projected increase to the County resulting from the new development. See Appendix A.

⁶Represents the total increase in costs as a result of the proposed development on an annual basis. Figures assume full buildout and are expressed in current dollars.

⁷Includes only appropriated expenditures funded by local taxes. Does not include capital expenditures.

⁸Does not include debt service.

Linwood Estates
Spotsylvania County, Virginia

Schedule IX-B: Projected Additional Expenditures to Spotsylvania County - 30 Years

Development Year Ending	Fiscal Year Ending	Inflation Factor ¹	Resident Costs			Service Population Costs			Employee Costs			Student Costs		
			Cost Per Resident ²	Anticipated Residents ³	Total Resident Cost	Cost Per Service Population ²	Anticipated Service Population ³	Total Service Population Expenditures	Cost Per Employee ²	Anticipated Employees ³	Total Employee Expenditures	Cost per Student ²	Anticipated Students ⁴	Total Student Cost
31-Dec-21	30-Jun-22	100.0%	\$20	0	\$0	\$302	0	\$0	\$0	0	\$0	\$4,274	0	\$0
31-Dec-22	30-Jun-23	102.0%	\$21	24	\$507	\$308	24	\$7,486	\$0	0	\$0	\$4,360	5	\$19,949
31-Dec-23	30-Jun-24	104.0%	\$21	122	\$2,588	\$314	122	\$38,177	\$0	0	\$0	\$4,447	23	\$101,742
31-Dec-24	30-Jun-25	106.1%	\$22	195	\$4,223	\$320	195	\$62,304	\$0	0	\$0	\$4,536	37	\$166,042
31-Dec-25	30-Jun-26	108.2%	\$22	195	\$4,308	\$327	195	\$63,551	\$0	0	\$0	\$4,626	37	\$169,363
31-Dec-26	30-Jun-27	110.4%	\$23	195	\$4,394	\$333	195	\$64,822	\$0	0	\$0	\$4,719	37	\$172,750
31-Dec-27	30-Jun-28	112.6%	\$23	195	\$4,482	\$340	195	\$66,118	\$0	0	\$0	\$4,813	37	\$176,206
31-Dec-28	30-Jun-29	114.9%	\$23	195	\$4,572	\$347	195	\$67,440	\$0	0	\$0	\$4,910	37	\$179,730
31-Dec-29	30-Jun-30	117.2%	\$24	195	\$4,663	\$354	195	\$68,789	\$0	0	\$0	\$5,008	37	\$183,324
31-Dec-30	30-Jun-31	119.5%	\$24	195	\$4,756	\$361	195	\$70,165	\$0	0	\$0	\$5,108	37	\$186,991
31-Dec-31	30-Jun-32	121.9%	\$25	195	\$4,851	\$368	195	\$71,568	\$0	0	\$0	\$5,210	37	\$190,731
31-Dec-32	30-Jun-33	124.3%	\$25	195	\$4,948	\$375	195	\$73,000	\$0	0	\$0	\$5,314	37	\$194,545
31-Dec-33	30-Jun-34	126.8%	\$26	195	\$5,047	\$383	195	\$74,460	\$0	0	\$0	\$5,421	37	\$198,436
31-Dec-34	30-Jun-35	129.4%	\$26	195	\$5,148	\$390	195	\$75,949	\$0	0	\$0	\$5,529	37	\$202,405
31-Dec-35	30-Jun-36	131.9%	\$27	195	\$5,251	\$398	195	\$77,468	\$0	0	\$0	\$5,640	37	\$206,453
31-Dec-36	30-Jun-37	134.6%	\$28	195	\$5,356	\$406	195	\$79,017	\$0	0	\$0	\$5,752	37	\$210,582
31-Dec-37	30-Jun-38	137.3%	\$28	195	\$5,463	\$414	195	\$80,597	\$0	0	\$0	\$5,867	37	\$214,794
31-Dec-38	30-Jun-39	140.0%	\$29	195	\$5,573	\$423	195	\$82,209	\$0	0	\$0	\$5,985	37	\$219,089
31-Dec-39	30-Jun-40	142.8%	\$29	195	\$5,684	\$431	195	\$83,854	\$0	0	\$0	\$6,104	37	\$223,471
31-Dec-40	30-Jun-41	145.7%	\$30	195	\$5,798	\$440	195	\$85,531	\$0	0	\$0	\$6,227	37	\$227,941
31-Dec-41	30-Jun-42	148.6%	\$30	195	\$5,914	\$448	195	\$87,241	\$0	0	\$0	\$6,351	37	\$232,499
31-Dec-42	30-Jun-43	151.6%	\$31	195	\$6,032	\$457	195	\$88,986	\$0	0	\$0	\$6,478	37	\$237,149
31-Dec-43	30-Jun-44	154.6%	\$32	195	\$6,153	\$467	195	\$90,766	\$0	0	\$0	\$6,608	37	\$241,892
31-Dec-44	30-Jun-45	157.7%	\$32	195	\$6,276	\$476	195	\$92,581	\$0	0	\$0	\$6,740	37	\$246,730
31-Dec-45	30-Jun-46	160.8%	\$33	195	\$6,401	\$485	195	\$94,433	\$0	0	\$0	\$6,875	37	\$251,665
31-Dec-46	30-Jun-47	164.1%	\$34	195	\$6,529	\$495	195	\$96,321	\$0	0	\$0	\$7,012	37	\$256,698
31-Dec-47	30-Jun-48	167.3%	\$34	195	\$6,660	\$505	195	\$98,248	\$0	0	\$0	\$7,152	37	\$261,832
31-Dec-48	30-Jun-49	170.7%	\$35	195	\$6,793	\$515	195	\$100,213	\$0	0	\$0	\$7,295	37	\$267,069
31-Dec-49	30-Jun-50	174.1%	\$36	195	\$6,929	\$525	195	\$102,217	\$0	0	\$0	\$7,441	37	\$272,410
31-Dec-50	30-Jun-51	177.6%	\$36	195	\$7,068	\$536	195	\$104,261	\$0	0	\$0	\$7,590	37	\$277,858
31-Dec-51	30-Jun-52	181.1%	\$37	195	\$7,209	\$547	195	\$106,347	\$0	0	\$0	\$7,742	37	\$283,415
Total					\$159,579			\$2,354,117			\$0			\$6,273,762

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¹Assumes an annual inflation rate of 2%.

²See Schedule IX-A.

³See Appendix B.

⁴See Appendix C.

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Schedule IX-B: Projected Additional Expenditures to Spotsylvania County - 30 Years, continued

Development Year Ending	Fiscal Year Ending	Inflation Factor	Real Property Tax Revenue Costs			Total Tax Revenue Costs			Total Projected Additional Expenditures
			Cost Per \$1,000 Real Property Tax Revenue ¹	Anticipated Real Property Revenues ²	Total Revenue Cost Per \$1,000	Cost Per \$1,000 Revenue ¹	Anticipated Revenues ³	Total Revenue Costs Per \$1,000	
31-Dec-21	30-Jun-22	100.0%	\$7	\$0	\$0	\$4	\$0	\$0	\$0
31-Dec-22	30-Jun-23	102.0%	\$7	\$5,852	\$43	\$5	\$28,855	\$130	\$28,116
31-Dec-23	30-Jun-24	104.0%	\$8	\$32,938	\$247	\$5	\$145,843	\$672	\$143,425
31-Dec-24	30-Jun-25	106.1%	\$8	\$146,903	\$1,125	\$5	\$315,946	\$1,485	\$235,180
31-Dec-25	30-Jun-26	108.2%	\$8	\$231,534	\$1,808	\$5	\$390,255	\$1,871	\$240,900
31-Dec-26	30-Jun-27	110.4%	\$8	\$240,888	\$1,919	\$5	\$402,722	\$1,969	\$245,854
31-Dec-27	30-Jun-28	112.6%	\$8	\$240,888	\$1,957	\$5	\$405,897	\$2,024	\$250,787
31-Dec-28	30-Jun-29	114.9%	\$8	\$250,619	\$2,077	\$5	\$418,868	\$2,131	\$255,949
31-Dec-29	30-Jun-30	117.2%	\$8	\$250,619	\$2,118	\$5	\$422,171	\$2,190	\$261,085
31-Dec-30	30-Jun-31	119.5%	\$9	\$260,744	\$2,248	\$5	\$435,666	\$2,306	\$266,466
31-Dec-31	30-Jun-32	121.9%	\$9	\$260,744	\$2,293	\$5	\$439,103	\$2,370	\$271,813
31-Dec-32	30-Jun-33	124.3%	\$9	\$271,278	\$2,433	\$6	\$453,143	\$2,495	\$277,421
31-Dec-33	30-Jun-34	126.8%	\$9	\$271,278	\$2,482	\$6	\$456,719	\$2,565	\$282,990
31-Dec-34	30-Jun-35	129.4%	\$9	\$282,238	\$2,634	\$6	\$471,326	\$2,700	\$288,836
31-Dec-35	30-Jun-36	131.9%	\$10	\$282,238	\$2,687	\$6	\$475,046	\$2,776	\$294,634
31-Dec-36	30-Jun-37	134.6%	\$10	\$293,641	\$2,851	\$6	\$490,243	\$2,922	\$300,728
31-Dec-37	30-Jun-38	137.3%	\$10	\$293,641	\$2,908	\$6	\$494,114	\$3,004	\$306,766
31-Dec-38	30-Jun-39	140.0%	\$10	\$305,504	\$3,086	\$6	\$509,925	\$3,162	\$313,119
31-Dec-39	30-Jun-40	142.8%	\$10	\$305,504	\$3,148	\$6	\$513,952	\$3,251	\$319,407
31-Dec-40	30-Jun-41	145.7%	\$11	\$317,846	\$3,340	\$6	\$530,402	\$3,422	\$326,031
31-Dec-41	30-Jun-42	148.6%	\$11	\$317,846	\$3,407	\$7	\$534,591	\$3,518	\$332,579
31-Dec-42	30-Jun-43	151.6%	\$11	\$330,687	\$3,616	\$7	\$551,706	\$3,703	\$339,486
31-Dec-43	30-Jun-44	154.6%	\$11	\$330,687	\$3,688	\$7	\$556,065	\$3,807	\$346,306
31-Dec-44	30-Jun-45	157.7%	\$11	\$344,047	\$3,914	\$7	\$573,871	\$4,007	\$353,508
31-Dec-45	30-Jun-46	160.8%	\$12	\$344,047	\$3,992	\$7	\$578,406	\$4,120	\$360,611
31-Dec-46	30-Jun-47	164.1%	\$12	\$357,946	\$4,236	\$7	\$596,931	\$4,337	\$368,122
31-Dec-47	30-Jun-48	167.3%	\$12	\$357,946	\$4,321	\$7	\$601,649	\$4,458	\$375,520
31-Dec-48	30-Jun-49	170.7%	\$12	\$372,407	\$4,586	\$8	\$620,923	\$4,693	\$383,354
31-Dec-49	30-Jun-50	174.1%	\$13	\$372,407	\$4,677	\$8	\$625,832	\$4,825	\$391,059
31-Dec-50	30-Jun-51	177.6%	\$13	\$387,452	\$4,964	\$8	\$645,884	\$5,079	\$399,230
31-Dec-51	30-Jun-52	181.1%	\$13	\$387,452	\$5,063	\$8	\$650,991	\$5,222	\$407,256
Total					\$87,867			\$91,213	\$8,966,539

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14-Jun-21

¹See Schedule IX-A.

²See Schedule III-B.

³See Schedule VIII.

Linwood Estates
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Schedule X: Comparison of Projected Revenues and Expenditures

Fiscal Year Ending	Total Estimated Revenues (Schedule VIII)	Total Estimated Expenditures (Schedule IX-B)	Net Impact to Spotsylvania County
30-Jun-22	\$0	\$0	\$0
30-Jun-23	\$28,855	(\$28,116)	\$739
30-Jun-24	\$145,843	(\$143,425)	\$2,417
30-Jun-25	\$315,946	(\$235,180)	\$80,766
30-Jun-26	\$390,255	(\$240,900)	\$149,355
30-Jun-27	\$402,722	(\$245,854)	\$156,868
30-Jun-28	\$405,897	(\$250,787)	\$155,111
30-Jun-29	\$418,868	(\$255,949)	\$162,919
30-Jun-30	\$422,171	(\$261,085)	\$161,086
30-Jun-31	\$435,666	(\$266,466)	\$169,200
30-Jun-32	\$439,103	(\$271,813)	\$167,290
30-Jun-33	\$453,143	(\$277,421)	\$175,721
30-Jun-34	\$456,719	(\$282,990)	\$173,729
30-Jun-35	\$471,326	(\$288,836)	\$182,490
30-Jun-36	\$475,046	(\$294,634)	\$180,412
30-Jun-37	\$490,243	(\$300,728)	\$189,515
30-Jun-38	\$494,114	(\$306,766)	\$187,348
30-Jun-39	\$509,925	(\$313,119)	\$196,805
30-Jun-40	\$513,952	(\$319,407)	\$194,545
30-Jun-41	\$530,402	(\$326,031)	\$204,370
30-Jun-42	\$534,591	(\$332,579)	\$202,012
30-Jun-43	\$551,706	(\$339,486)	\$212,220
30-Jun-44	\$556,065	(\$346,306)	\$209,759
30-Jun-45	\$573,871	(\$353,508)	\$220,362
30-Jun-46	\$578,406	(\$360,611)	\$217,795
30-Jun-47	\$596,931	(\$368,122)	\$228,809
30-Jun-48	\$601,649	(\$375,520)	\$226,130
30-Jun-49	\$620,923	(\$383,354)	\$237,569
30-Jun-50	\$625,832	(\$391,059)	\$234,773
30-Jun-51	\$645,884	(\$399,230)	\$246,654
30-Jun-52	\$650,991	(\$407,256)	\$243,735
Total	\$14,337,042	(\$8,966,539)	\$5,370,503

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Appendices

Linwood Estates
Spotsylvania County, Virginia

Appendix A: Revenues and Costs to Spotsylvania County (Allocation Factors)

Spotsylvania County permanent population ¹	137,200
Spotsylvania County labor force ²	37,784
Non-resident workers ²	22,561
Employee population equivalent	22,561
Total service population (permanent population plus non-resident workers)	159,761
Service Percentage ³	59.71%
Service population rates:	
Resident	1.00
Employee ⁴	1.00
Expected resident increase:	
Owner-occupied units ⁵	64
Persons per owner-occupied unit ⁶	3.04
Assumed occupancy	100%
Projected owner-occupied resident increase	194.56
Total resident increase	194.56
Total projected service population increase	195
Projected students:	
Owner-occupied units ⁵	64
Student generation factor ⁶	0.572
Assumed occupancy	100%
Total projected students	36.61
Current students enrolled in public school system (K-12) ⁷	24,167
Current countywide real property tax revenues (per \$1,000) ⁷	\$139,759
Projected increase in countywide real property tax revenues (per \$1,000) ⁸	\$387
Current countywide tax revenues (per \$1,000) ⁷	\$283,498
Projected increase in countywide general tax revenues (per \$1,000) ⁹	\$651

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¹Source: Spotsylvania County 2020 Comprehensive Annual Financial Report.

<https://www.spotsylvania.va.us/DocumentCenter/View/14924/2020-Comprehensive-Annual-Financial-Report-PDF?bidId=>, accessed May 11, 2021.

²Source: U.S.Census Bureau, Center for Economic Studies, LEHD (OnTheMap application, 2018 data). <https://onthemap.ces.census.gov/>, accessed May 28, 2021.

³Represents the percentage of employees assumed to work, but not live, within Spotsylvania County. See Appendix A.

⁴Service rate assumes full-time employees generate costs at the same rate as full-time residents.

⁵See Schedule I.

⁶Source: Spotsylvania County Proffer Guidelines (2015). <https://www.spotsylvania.va.us/DocumentCenter/View/2105/Proffer-Guidelines-PDF>, accessed May 7, 2021.

⁷Source: Spotsylvania County FY 2021 Adopted Budget.

<https://www.spotsylvania.va.us/DocumentCenter/View/13471/FY-2021-Adopted-Budget---full-file-size--102-MB>, accessed May 24, 2021.

⁸See Schedule III-B.

⁹See Schedule VIII.

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Appendix B: Projected Residents and Service Population

Development Year Ending	Projected Resident Increase			Service Population Increase			
	Projected Units ¹	Residents Per Unit ²	Total Residents	Projected Service Employees			Service Population Increase ⁶
				Employees ³	Service Percentage ⁴	Service Employees ⁵	
31-Dec-21	0	3.04	0	0	59.7%	0	0
31-Dec-22	8	3.04	24	0	59.7%	0	24
31-Dec-23	40	3.04	122	0	59.7%	0	122
31-Dec-24	64	3.04	195	0	59.7%	0	195
31-Dec-25	64	3.04	195	0	59.7%	0	195
31-Dec-26	64	3.04	195	0	59.7%	0	195
31-Dec-27	64	3.04	195	0	59.7%	0	195
31-Dec-28	64	3.04	195	0	59.7%	0	195
31-Dec-29	64	3.04	195	0	59.7%	0	195
31-Dec-30	64	3.04	195	0	59.7%	0	195
31-Dec-31	64	3.04	195	0	59.7%	0	195
31-Dec-32	64	3.04	195	0	59.7%	0	195
31-Dec-33	64	3.04	195	0	59.7%	0	195
31-Dec-34	64	3.04	195	0	59.7%	0	195
31-Dec-35	64	3.04	195	0	59.7%	0	195
31-Dec-36	64	3.04	195	0	59.7%	0	195
31-Dec-37	64	3.04	195	0	59.7%	0	195
31-Dec-38	64	3.04	195	0	59.7%	0	195
31-Dec-39	64	3.04	195	0	59.7%	0	195
31-Dec-40	64	3.04	195	0	59.7%	0	195
31-Dec-41	64	3.04	195	0	59.7%	0	195
31-Dec-42	64	3.04	195	0	59.7%	0	195
31-Dec-43	64	3.04	195	0	59.7%	0	195
31-Dec-44	64	3.04	195	0	59.7%	0	195
31-Dec-45	64	3.04	195	0	59.7%	0	195
31-Dec-46	64	3.04	195	0	59.7%	0	195
31-Dec-47	64	3.04	195	0	59.7%	0	195
31-Dec-48	64	3.04	195	0	59.7%	0	195
31-Dec-49	64	3.04	195	0	59.7%	0	195
31-Dec-50	64	3.04	195	0	59.7%	0	195
31-Dec-51	64	3.04	195	0	59.7%	0	195

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¹See Schedule II.

²Source: Spotsylvania County Proffer Guidelines (2015.) <https://www.spotsylvania.va.us/DocumentCenter/View/2105/Proffer-Guidelines-PDF>, accessed May 7, 2021.

³As the Development is entirely residential, this study does not include a separate calculation of projected employees at the site.

⁴See Appendix A.

⁵Represents the increase in employees who work but do not live in the County as a result of the proposed development.

⁶Represents the increase in service employees and residents as a result of the proposed development.

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Appendix C: Projected Students

Development Year Ending	Projected Units ¹	Students per Unit ²	Total
31-Dec-21	0	0.572	0
31-Dec-22	8	0.572	5
31-Dec-23	40	0.572	23
31-Dec-24	64	0.572	37
31-Dec-25	64	0.572	37
31-Dec-26	64	0.572	37
31-Dec-27	64	0.572	37
31-Dec-28	64	0.572	37
31-Dec-29	64	0.572	37
31-Dec-30	64	0.572	37
31-Dec-31	64	0.572	37
31-Dec-32	64	0.572	37
31-Dec-33	64	0.572	37
31-Dec-34	64	0.572	37
31-Dec-35	64	0.572	37
31-Dec-36	64	0.572	37
31-Dec-37	64	0.572	37
31-Dec-38	64	0.572	37
31-Dec-39	64	0.572	37
31-Dec-40	64	0.572	37
31-Dec-41	64	0.572	37
31-Dec-42	64	0.572	37
31-Dec-43	64	0.572	37
31-Dec-44	64	0.572	37
31-Dec-45	64	0.572	37
31-Dec-46	64	0.572	37
31-Dec-47	64	0.572	37
31-Dec-48	64	0.572	37
31-Dec-49	64	0.572	37
31-Dec-50	64	0.572	37
31-Dec-51	64	0.572	37

¹See Appendix B.

²See Appendix A.

Linwood Estates
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Appendix D: Projected Assessed Value (Comparables)¹

Property	GPIN	Address	Year Built	Area			Assessed Value			Total Assessed Value		
				Units	Rooms	GSF	Land	Improvement	Total	Per Unit	Per Room	Per GSF
Residential												
Single-family detached												
	35M12-123	5837 Deep Creek Drive	2012	1	-	2,654	\$120,000	\$293,100	\$413,100	\$413,100	-	\$156
	11L-5-196	12616 Old Guard Court	2016	1	-	2,799	\$95,000	\$311,100	\$406,100	\$406,100	-	\$145
	22C-5-9	11901 Ziyad Drive	2010	1	-	2,319	\$100,000	\$308,300	\$408,300	\$408,300	-	\$176
	34F-4-20	10312 Litchfield Drive	2010	1	-	3,073	\$95,000	\$319,000	\$414,000	\$414,000	-	\$135
	33B-2-13	10213 Darden Court	2011	1	-	2,824	\$81,900	\$305,000	\$386,900	\$386,900	-	\$137
	35M-17-359	6130 W Greenbrier River Road	2008	1	-	2,852	\$90,000	\$356,600	\$446,600	\$446,600	-	\$157
	4D-12-290	13501 General Hancock Court	2015	1	-	3,088	\$132,800	\$335,200	\$468,000	\$468,000	-	\$152
	34F-4-51	5817 E Copper Mountain Drive	2010	1	-	3,061	\$95,000	\$364,400	\$459,400	\$459,400	-	\$150
	4D-12-291	13505 General Hancock Court	2015	1	-	2,972	\$132,600	\$328,900	\$461,500	\$461,500	-	\$155
	22C-5-11	11905 Ziyad Drive	2012	1	-	3,016	\$100,000	\$313,300	\$413,300	\$413,300	-	\$137
Average per SF/unit						2,866				\$427,720		\$150

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¹ Source: Spotsylvania County GIS. <https://gis.spotsylvania.va.us/Spotsylvania/#/mwl>, accessed May 28, 2021.

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Appendix E: Project Parcels¹

GPIN	Address	Owner	Assessment (Effective 2021) ²		
			Land	Building	Total Value
<i>Project parcels:</i>					
21-10-1	7613 Old Plank Road	Private Citizen Trust	\$114,200	\$363,500	\$477,700
21-10-2	7611 Old Plank Road	Private Citizen Trust	\$245,300	\$0	\$245,300
Total			\$359,500	\$363,500	\$723,000

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¹Parcels provided by Old Plank Partners LLC.

²Source: Spotsylvania County GIS. <https://gis.spotsylvania.va.us/Spotsylvania/#/mwl>, accessed May 28, 2021.

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Appendix F-1: Jobs and Indirect and Induced Impacts - Construction (Temporary)

	<u>Total</u>
Residential hard cost ¹	\$16,000,000
Site construction cost ¹	\$2,730,000
Total estimated construction costs:	\$18,730,000
Total construction jobs ²	176
Construction full-time equivalent factor ³	0.9694
Total construction full-time equivalent employees ("FTEs")	171
Multiplier for construction jobs ²	1.3821
Total construction jobs (one year full time equivalent)	244
Indirect and induced jobs (one year full time equivalent)	73
Multiplier for construction wages ²	1.3285
Total income	\$15,917,601
Indirect and induced income	\$3,935,530
Total construction labor income ²	\$11,982,071
Labor income to wage factor ⁴	1.1840
Total wages	\$10,119,871
Average labor income per construction FTE -- annual	\$70,070
Average wage per construction FTE -- annual	\$59,180
Multiplier for construction output ²	1.5402
Total economic output	\$28,848,410
Indirect and induced output	\$10,118,410

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14-Jun-21

¹Construction costs provided by Old Plank Partners LLC.

²Construction wages, indirect jobs and output were calculated using the IMPLAN software by IMPLAN Group LLC. The software calculates labor income and the number of jobs based on industry multipliers derived from National Income and Product Accounts data published by the U.S. Bureau of Economic Analysis. This data is then indexed to local industry data compiled by the U.S. Census Bureau. For ease of interpretation, multipliers are shown to illustrate the effects retail development within the development will have in Spotsylvania County, Virginia. The multiplier for jobs is 1.3821, meaning that for each job at the development, 1.3821 jobs will be created in Spotsylvania County, including the job at the new development. Similarly, the multiplier for wages is 1.3285, meaning that for every \$1.00 paid in wages at the development, \$1.3285 will be paid in Spotsylvania County, including the \$1.00 at the development. The multiplier for output is 1.5402, meaning that for each dollar of economic activity at the development, the economic activity in Spotsylvania County will be \$1.5402, including the \$1.00 at the development.

³Total jobs include all full-year employees, including part-time and full-time employees. This factor, provided by IMPLAN Group LLC, converts total jobs into total full-time equivalent employees ("FTEs").

⁴Total labor income includes wages and salary, benefits, payroll taxes, and proprietor's income. This factor, provided by IMPLAN Group LLC, converts total labor income into direct wages and salary.

Spotsylvania County Planning Commission

Board Room, Holbert Building - 9104 Courthouse Road, Spotsylvania VA 22553

MINUTES: April 6, 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

Announcements: Mr. Hughes updated the Commission on upcoming cases, what is on the TRC agendas and community meetings.

Mr. Childress mentioned that the July 6, 2022 meeting would now be canceled due to the Board Room being worked on during that period.

Reports of Standing Committees: None

Review and Approval of Minutes:

March 16, 2022 Minutes

Motion and vote: Dr. Bell made a motion, seconded by Mr. Phelps to approve the minutes of March 16, 2022. The motion passed 6-0.

Unfinished Business: None

Public Hearing(s):

R21-0011 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.

Mr. Childress opened the public hearing.

Mr. Hughes presented the case. He stated that staff is recommending approval with proffers dated February 24, 2022.

He presented an overview of the case and discussed the following findings:

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 applicant has proffered cash contributions of \$6,698.45 per unit to mitigate impacts on capital facilities.
- The proposed project is consistent with the existing development pattern and density of single-family homes of the surrounding neighborhoods.
- The applicant has proffered the dedication of right of way and a cash contribution towards future transportation improvements.
- The additional traffic will have minimal impact on the transportation network.
- At build out the project will have a positive annual fiscal benefit.
- The applicant has proffered to recognize the historical site of the Chalmers House.

Findings Against:

- The project will increase enrollment to Chancellor Middle school, which is currently above capacity.
- The applicant has not committed to preserving in perpetuity the existing vegetation along the eastern boundary adjacent to the Ashleigh Ridge subdivision.

Mr. Hughes discussed that the proposal is consistent with the exiting single family residential development patterns in the area. The proposal is consistent with the County's and Use and Comprehensive Plan goals and policies and the project design exceeds minimum requirements for the preservation of open space. The residential project is appropriately sited within the Primary Development Boundary and the applicant has proffered cash contributions in accordance with the Code of VA to help mitigate impacts on public facilities that are reasonable and acceptable. The applicant is offering right of way dedication and a cash contribution towards the intersection improvements at Andora and Old Plank Road. Based on the proposal's consistency with the Comprehensive Plan, consistency with the current development pattern and the findings in favor, Staff recommends approval of R21-0011 with the proffers dated February 22, 2022.

Mr. Phelps inquired about Chancellor Middle being over capacity and what could be done to mitigate the overcrowding.

Mr. Hughes stated that they met with schools and redistricting will have to occur to alleviate the capacity issue and staff does not have a timeline on when new boundaries would be set.

Mr. Phelps also inquired about the proffer statement and whether all of the money would go to FREM or also to the Sheriff's office.

Mr. Hughes stated that the facility expansion is outlined in the CIP and will go to both divisions.

Applicant, Charlie Payne: He presented a PowerPoint outlining the revised project and asked the Commission for their favorable recommendation to the Board of Supervisors.

Speaking in favor or opposition:

Aaron Fournaur, Chancellor Park resident: He stated that he has concerns that the connection will cause cut through traffic and isn't happy about that.

Charles Stanely: He stated that the County has already voted no to this proposal and he has concerns about increased traffic on Old Plank Road and about quality of life due to the proposed 64 new homes.

Rupert Farley: He stated his is in opposition of the proposal due to it is just more sprawl and would like to see more UDAs.

Mason Thomas: He stated that he only wants the byright development to occur and nothing greater. His concerns are traffic and noise.

Applicant, Charlie Payne: He stated he appreciates the comments from the community and that this is a small infill development with a responsible approach with highest per unit proffers. The traffic level of service would remain at A or B and they are offering an additional \$200,000 in additional proffers. This case was turned down last year but the Board allowed them to reapply when they came back with something substantially different.

Mr. Childress closed the public hearing.

Dr. Bell inquired if people would be able to cut through to get to Route 3 through the development.

Mr. Hughes stated there would be no access to Route 3 through the interparcel connection. Asheigh Parke would be connected to the proposed Linwood Estates.

Motion and vote: Mr. Childress made a motion, seconded by Ms. Bullock to approve the rezoning with proffers dated February 24, 2022. The motion passed 5-1, with Mr. Phelps voting no and Mr. Thompson absent.

Public Comment:

Rupert Farley stated that when an Commissioner gets up during a speakers testimony, the timekeeper should stop the clock from running. He also made suggestions regarding advertisements.

New Business: None

Adjournment

Motion and vote: On a motion by Mr. Phelps, seconded by Mr. Childress, the Commission voted to adjourn. The motion passed 6-0.

The meeting adjourned at 6:25 p.m.

Minutes approved May 4, 2022

Paulette L. Mann

At a meeting of the Spotsylvania County Board of Supervisors held on May 24, 2022 on a motion by _____ and passed _____, the Board adopts the following ordinance:

AN ORDINANCE No. RO21-0011

To amend the zoning map to rezone one parcel consisting of approximately 27.16 acres from Rural (RU) to Planned Development Housing 4 (PDH-4) with proffers.

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.

AYES: _____ NOES: _____ ABSTAIN: _____

ADOPTED: _____ REJECTED: _____ STRICKEN: _____

DRAFT DENIAL

At a meeting of the Spotsylvania County Board of Supervisors held on May 24, 2022 on a motion by _____, seconded by _____ and passed _____, the Board adopted the following resolution:

RESOLUTION NO. 2022-_____

Denial – R21-0011

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 denial of the rezoning application.

NOW, THEREFORE, BE IT RESOLVED that the Spotsylvania County Board of Supervisors does hereby deny rezoning application R21-0011.

(SEAL)

A COPY TESTE: _____

Aimee Mann

Deputy Clerk to the Board of Supervisors

R21-0011

*Applicant: Tracy Family Trust – Linwood Estates
Chancellor District*

Board of Supervisors Public Hearing

May 24, 2022

B. Leon Hughes, AICP
Director of Planning and Zoning



R21-0011

Linwood Estates

Chancellor *District*

Request

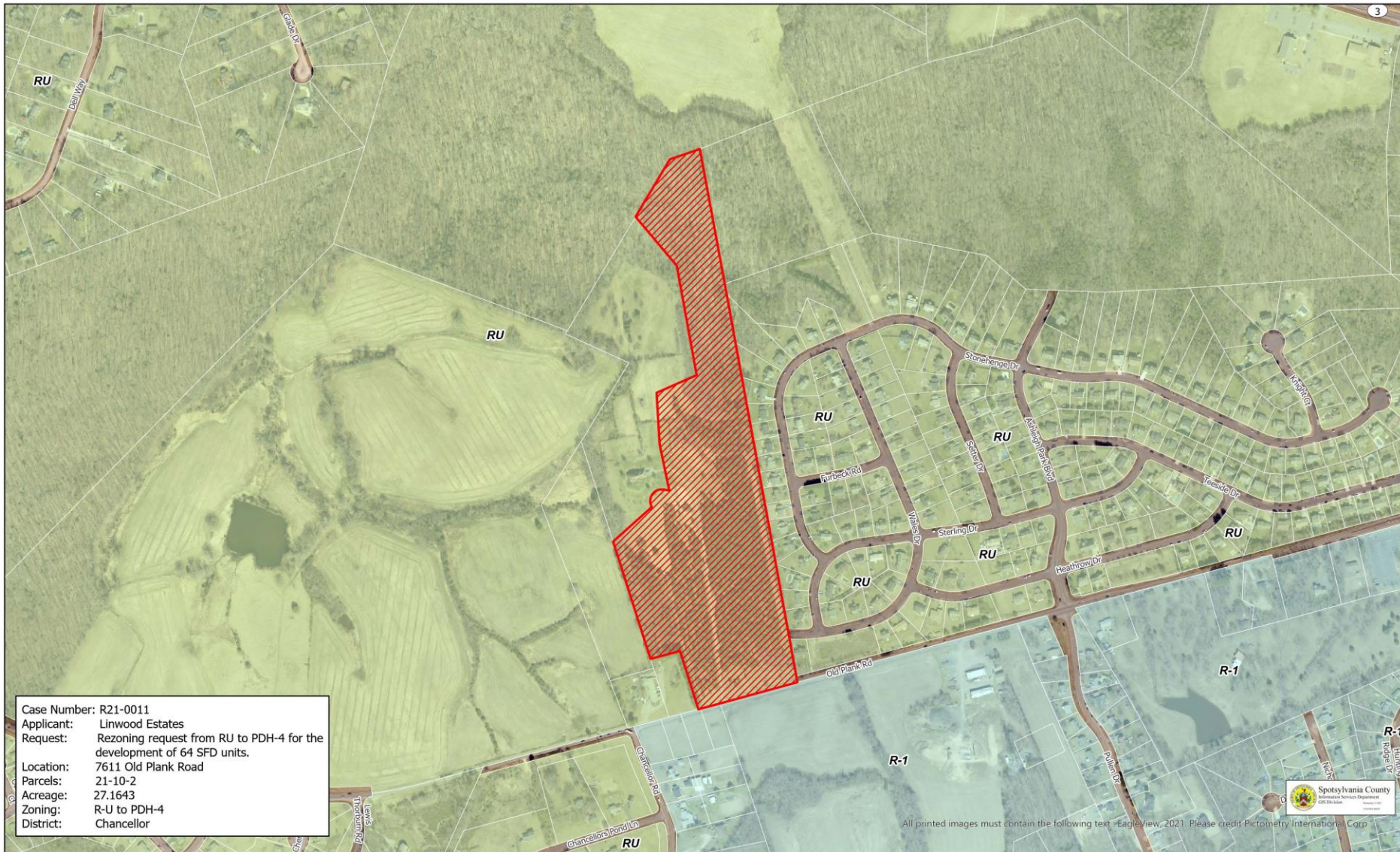
- Request a rezoning of approximately 27.16 acres from Rural (RU) to Planned Development Housing 4 (PDH-4) with proffers to allow for 64 single family detached homes.

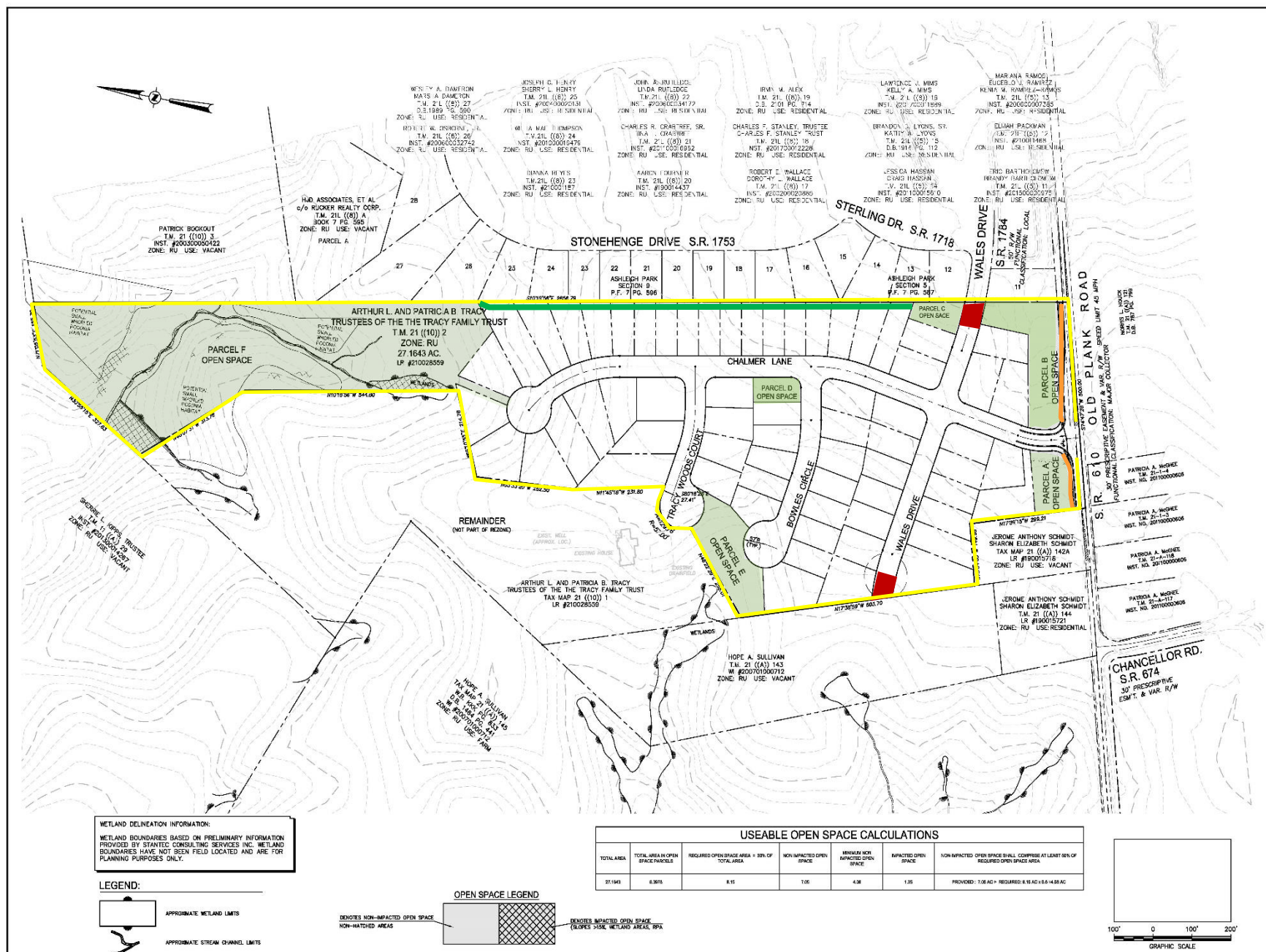
R21-0011
Linwood Estates
Chancellor District

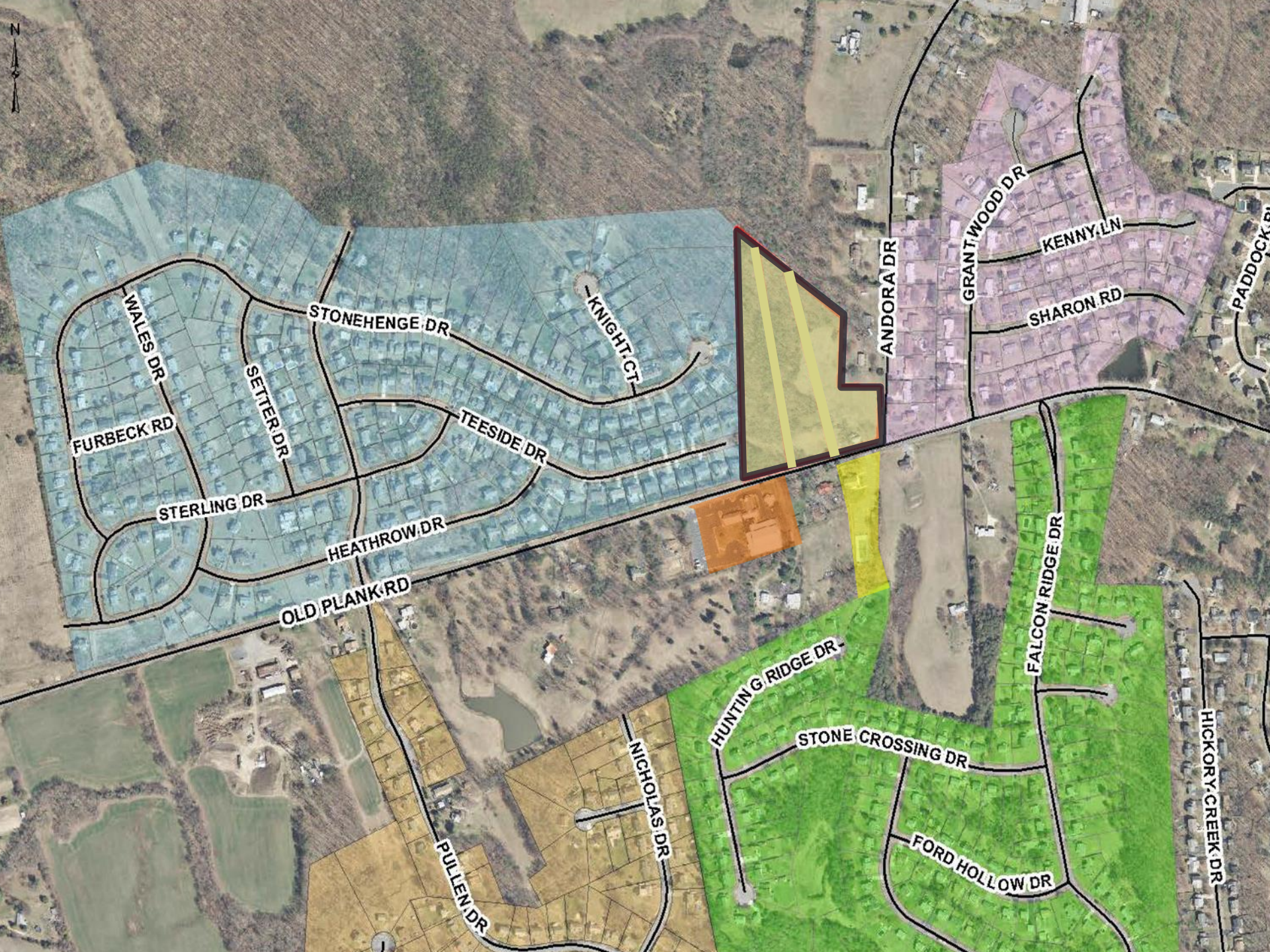
Recommendation

- Planning Commission recommended approval with the proffers dated February 24, 2022









WALE'S DR

FURBECK RD

SEITER DR

STONEHENGE DR

KNIGHT CT

TEESIDE DR

STERLING DR

HEATHROW DR

OLD PLANK RD

ANDORA DR

GRANT WOOD DR

KENNY LN

SHARON RD

PADDOCK RD

NICHOLAS DR

PULLEN DR

HUNTIN G RIDGE DR

STONE CROSSING DR

FORD HOLLOW DR

FALCON RIDGE DR

HICKORY CREEK DR



R21-0011
Linwood Estates
Chancellor District

Transportation Analysis

- The project will generate 750 additional daily trips
- Level of service is not degraded in either the AM (A-B) or PM(B-A)
- VDOT and County Transportation Staff found:
 - ❖ The proposed improvements do provide sufficient mitigation.



R21-0011
Linwood Estates
Chancellor District

Comprehensive Plan Analysis

- The project is consistent with the goals of the Comprehensive Plan



R21-0011
Linwood Estates
Chancellor District

Applicant's Proffers:

- **Generalized Development Plan Conformance**
- **Land Use**
- **Transportation**
- **Cash Contributions**



R21-0011
Linwood Estates
Chancellor District

Fiscal Impact Analysis

- The applicant has provided a Fiscal Impact Analysis (FIA) which asserts the Linwood Estates project development will have positive annual revenues of \$ 124,200 at full build out based on the assessed values of the units.
- Staff completed a separate fiscal impact analysis utilizing the County's model which projects the development will have a positive annual fiscal impact.



R21-0011
Linwood Estates
Chancellor 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 applicant has proffered cash contributions of \$6,698.45 per unit to mitigate impacts on capital facilities.
- The proposed project is consistent with the existing development pattern and density of single-family homes of the surrounding neighborhoods.
- The applicant has proffered the dedication of right of way and a cash contribution towards future transportation improvements.
- The additional traffic will have minimal impact on the transportation network.
- At build out the project will have a positive annual fiscal benefit.
- The applicant has proffered to recognize the historical site of the Chalmers House.



R21-0011
Linwood Estates
Chancellor District

Findings Against:

- The project will increase enrollment to Chancellor Middle school which is currently above capacity.
- The applicant has not committed to preserving in perpetuity the existing vegetation along the eastern boundary adjacent to the Ashleigh Park subdivision.



R21-0011*Linwood Estates*

Chancellor District

Recommendation

- Based on the proposal's consistency with the Comprehensive Plan, consistency with the current development pattern and the findings in favor, Staff recommends approval of RO21-0011 with proffers dated February 24, 2022.

R21-0011

Applicant: Tracy Family Trust
Chancellor District

Board of Supervisors Public Hearing

May 24, 2022

B. Leon Hughes, AICP
Director of Planning and Zoning



(To: Display Advertising (Classified Section))

Please run the following ad on **Tuesday, May 10, 2022 and Tuesday, May 17, 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 6:00 p.m. on Tuesday, May 24, 2022 in the Holbert Building located at 9104 Courthouse Road, Spotsylvania, Va. 22553, to consider the following:

Rezoning

R21-0011 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

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:	May 24, 2022
Title:	Public Hearing for Secondary Six Year Plan

Type:	Action, Resolution, Public Hearing, Power Point Presentation, Appropriation
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Agenda Title:	Public Hearing for Secondary Six Year Plan
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Recommendation:	Staff recommends that the Board of Supervisors approve the FY 23-28 Secondary Six Year Plan (SSYP).
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Non-Staff Name and Title of Presenters:	N/A
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Summary:	The County transportation staff have worked with VDOT to identify approximately \$2.8 million in Secondary Six Year Plan funding. This funding can be used for eligible SSYP projects. The Draft SSYP is helping fund the following construction and unpaved road projects listed in priority order: 1. UPC 105464 – Rte 606 West Widening 2. UPC 110860 – Rural Rustic Hardsurfacing of Unpaved Roads (Twilight/Parker Lane) 3. UPC 119136 – Rte 664 – Reconstruction & Surface Treatment for Granite Springs Road 4. UPC 110861 – Rural Rustic Hardsurfacing of Unpaved Roads (Mallard/Ryland Payne/Wigglesworth) 5. UPC 114897 – Spotsylvania Parkway/Hospital Blvd Paving 6. UPC 119476 – Waverly Village Drainage Improvements 7. UPC 119137 – Rural Rustic Hardsurfacing of Unpaved Roads (Lavue/Houston Lane) 8. UPC 110859 – Rural Rustic Hardsurfacing of Unpaved Roads (Spotswood Furnace/Woolfolk Road)
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Committee/Commission Summary:	Other
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Review Date:	04/21/2022
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Status:	Approved
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About \$2.8 million in additional funding for local transportation projects: about \$2.3 million for

Financial Impact:	construction projects and about \$500,000 for unpaved road projects.
Staff Contacts:	Paul Agnello, Assistant Director for Transportation Planning
Legal Counsel:	N/A
Additional Background/Other Considerations:	N/A
Consequence of Denial/Inaction:	If the Board of Supervisors does not authorize a public hearing for the FY 23-28 SSYP, the additional \$2.8 Million in SSYP funding will not be available to advance local transportation projects.
Talking Points:	N/A

ATTACHMENTS:

File Name	Description	Type
Attachment1_SSYP_SPOTSYLVANIA__SSYP_Draft_05_24_22.xlsx	Funding Allocation Spreadsheet	Appropriation
Attachment_2_Spotsylvania_SSYP_FY23-28_Supervisor_Budget_Report.xlsx	VDOT Supervisor Budget Report	Agreement
Resolution_2022_FY23-28_SSYP_May24_22.docx	Resolution of Support	Resolution
SSYP_Presentation.pptx	PowerPoint Presentation	Presentation
SSYP_Presentation.pdf	PDF Presentation	Presentation

SPOTSYLVANIA COUNTY - SSYP / FY-2023 THRU FY 2028

PRIORITY	105464	#HB2.FY17 RTE. 606 WEST - RECONSTRUCTION MUDD TAVERN ROAD				ACTIVITY DATES SET						CN START: 03/08/2022
1	ESTIMATE	Fund Source	Allocation Code	Previous	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	TOTAL	
		Revenue Sharing	6030201	\$13,277,434	\$0	\$0	\$0	\$0	\$0	\$0	\$13,277,434	
		Local Project Contributions	9090623	\$381,535	\$0	\$0	\$0	\$0	\$0	\$0	\$381,535	
		HB1887 - DGP	3132100 / 3132111	\$3,649,900	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$4,649,900	
		Formula - Secondary	6030601	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	
		Telecommunications	6030606	\$2,841,187	\$381,489	\$0	\$0	\$0	\$0	\$0	\$3,222,676	
		\$21,631,545	Total		\$20,250,056	\$1,381,489	\$0	\$0	\$0	\$0	\$0	\$21,631,545
				EXPENDED	(\$8,306,072)							(\$8,306,072)
			AVAILABLE	\$11,943,984	\$1,381,489	\$0	\$0	\$0	\$0	\$0	\$13,325,473	

PRIORITY		110860				RURAL RUSTIC - HARDSURFACING OF UNPAVED ROADS (Twilight and Parker Lane)						CONSTRUCTION STARTED						CN START: 4/29/2021	
2	ESTIMATE	Fund Source		Allocation Code		Previous	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	TOTAL						
		Accounts Receivable		6030622		\$599,009	\$0	\$0	\$0	\$0	\$0	\$0	\$599,009						
		Telecommunications		6030606		\$39,766	\$0	\$0	\$0	\$0	\$0	\$0	\$39,766						
		HB1887 - DGP		6071700		\$44,237	\$0	\$0	\$0	\$0	\$0	\$0	\$44,237						
	\$683,012	Total				\$683,012	\$0	\$0	\$0	\$0	\$0	\$0	\$683,012						
				EXPENDED		(\$601,402)							(\$601,402)						
				AVAILABLE		\$81,610	\$0	\$0	\$0	\$0	\$0	\$0	\$81,610						

PRIORITY	119136	RTE 664 - RECONSTRUCTION & SURFACE TREAT GRANITE SPRINGS ROAD										NO DATES SET YET									
3	ESTIMATE	Fund Source	Allocation Code	Previous	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	TOTAL										
		CTB Formula	3001500	\$73,980	\$0	\$0	\$0	\$0	\$0	\$0	\$73,980										
		Telecommunications	6030606	\$53,932	\$22,619	\$0	\$0	\$0	\$0	\$0	\$76,551										
		HB1887 - DGP	6071700	\$117,792	\$108,102	\$0	\$0	\$0	\$0	\$0	\$225,894										
	\$376,425	Total		\$245,704	\$130,721	\$0	\$0	\$0	\$0	\$0	\$376,425										
			EXPENDED	\$0							\$0										
			AVAILABLE	\$245,704	\$130,721	\$0	\$0	\$0	\$0	\$0	\$376,425										

[illegible]

PRIORITY	114897	SPOTSYLVANIA PARKWAY/HOSPITAL BLVD		NO DATES SET YET							CN START: 8/25/2022
5	ESTIMATE	Fund Source	Allocation Code	Previous	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	TOTAL
		Local Project Contributions	6030623	\$0	\$405,000	\$0	\$0	\$0	\$0	\$0	\$405,000
		Telecommunications	6030606	\$22,069	\$721	\$382,210	\$0	\$0	\$0	\$0	\$405,000
	\$810,000	Total		\$22,069	\$405,721	\$382,210	\$0	\$0	\$0	\$0	\$810,000
			EXPENDED	\$0							\$0
			AVAILABLE	\$22,069	\$405,721	\$382,210	\$0	\$0	\$0	\$0	\$810,000

PRIORITY	119476	WAVERLY VILLAGE DRAINAGE IMPROVEMENTS		NO DATES SET YET							CN START: 11/5/2024
6	ESTIMATE	Fund Source	Allocation Code	Previous	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	TOTAL
		Telecommunications	6030606	\$0	\$0	\$0	\$382,210	\$317,790	\$0	\$0	\$700,000
	\$700,000	Total		\$0	\$0	\$0	\$382,210	\$317,790	\$0	\$0	\$700,000
			EXPENDED	\$0							\$0
			AVAILABLE	\$0	\$0	\$0	\$382,210	\$317,790	\$0	\$0	\$700,000

PRIORITY	119137	Lavue Lane (Rte 608 to Deadend) and Houston Lane (Rte 601 to Dead End)									
7	ESTIMATE	Fund Source	Allocation Code	Previous	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	TOTAL
		HB1887 - DGP	6071700	\$0	\$0	\$53,932	\$53,932	\$49,634	\$49,634	\$0	\$207,132
	\$207,132	Total		\$0	\$0	\$53,932	\$53,932	\$49,634	\$49,634	\$0	\$207,132
			EXPENDED	\$0							\$0
			AVAILABLE	\$0	\$0	\$53,932	\$53,932	\$49,634	\$49,634	\$0	\$207,132

PRIORITY		110859		RURAL RUSTIC - HARDSURFACING OF UNPAVED ROADS / (Spotswood Furnace & Woolfolk Rd)				WAITING FINANCIAL CLOSURE				CN START: 01/26/2018	
8	ESTIMATE	Fund Source	Allocation Code	Previous	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	TOTAL		
		Accounts Receivable	6030622	\$580,413	\$0	\$0	\$0	\$0	\$0	\$0	\$580,413		
		Local Contributions	9090623	\$177,709	\$0	\$0	\$0	\$0	\$0	\$0	\$177,709		
	\$758,122	Total		\$758,122	\$0	\$0	\$0	\$0	\$0	\$0	\$758,122		
			EXPENDED	(\$758,122.00)							(\$758,122.00)		
			AVAILABLE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		

PRIORITY		99962		COUNTYWIDE ENGINEERING & SURVEY				MONITORING FUNDS					
9	ESTIMATE	Fund Source	Allocation Code	Previous	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	TOTAL		
		Telecommunications	6030606	\$56,583	\$0	\$3,902	\$30,566	\$19,986	\$337,776	\$337,776	\$786,589		
		HB1887 - DGP	6071700	\$0	\$0	\$0	\$13,483	\$0	\$0	\$49,634	\$63,117		
		Total		\$56,583	\$0	\$3,902	\$44,049	\$19,986	\$337,776	\$387,410	\$849,706		
			EXPENDED	(\$56,583.00)							(\$56,583.00)		
			AVAILABLE	\$0	\$0	\$3,902	\$44,049	\$19,986	\$337,776	\$387,410	\$793,123		

PRIORITY		99747		COUNTYWIDE TRAFFIC SERVICES				MONITORING FUNDS					
10	ESTIMATE	Fund Source	Allocation Code	Previous	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	TOTAL		
		Telecommunications	6030606	\$30,813	\$0	\$0	\$0	\$0	\$0	\$0	\$30,813		
		Formula - Secondary	6030601	\$7,672	\$0	\$0	\$0	\$0	\$0	\$0	\$7,672		
		Total		\$38,485	\$0	\$0	\$0	\$0	\$0	\$0	\$38,485		
			EXPENDED	(\$38,485)							(\$38,485)		
			AVAILABLE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		

PRIORITY		99964		COUNTYWIDE RURAL ADDITIONS				MONITORING FUNDS					
12	ESTIMATE	Fund Source	Allocation Code	Previous	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	TOTAL		
		Telecommunications	6030606	\$0	\$0	\$0	\$0	\$75,000	\$75,000	\$75,000	\$139,420		
		Total		\$0	\$0	\$0	\$0	\$75,000	\$75,000	\$75,000	\$225,000		
			EXPENDED	\$0							\$0		
			AVAILABLE	\$0	\$0	\$0	\$0	\$75,000	\$75,000	\$75,000	\$225,000		

Secondary System
Spotsylvania County
Construction Program
Estimated Allocations

Fund	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	Total
TeleFee	\$412,776	\$412,776	\$412,776	\$412,776	\$412,776	\$412,776	\$2,476,656
District Grant - Unpaved	\$108,105	\$67,415	\$67,415	\$49,634	\$49,634	\$49,634	\$391,837
Total	\$520,881	\$480,191	\$480,191	\$462,410	\$462,410	\$462,410	\$2,868,493

Board Approval Date:

Residency Administrator

Date

County Administrator

Date

At a regular scheduled meeting of the Spotsylvania County Board of Supervisors held on May 24, 2022 on a motion by _____, seconded by _____ and passed _____, the Board adopted the following resolution:

RESOLUTION NO. 2022-

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

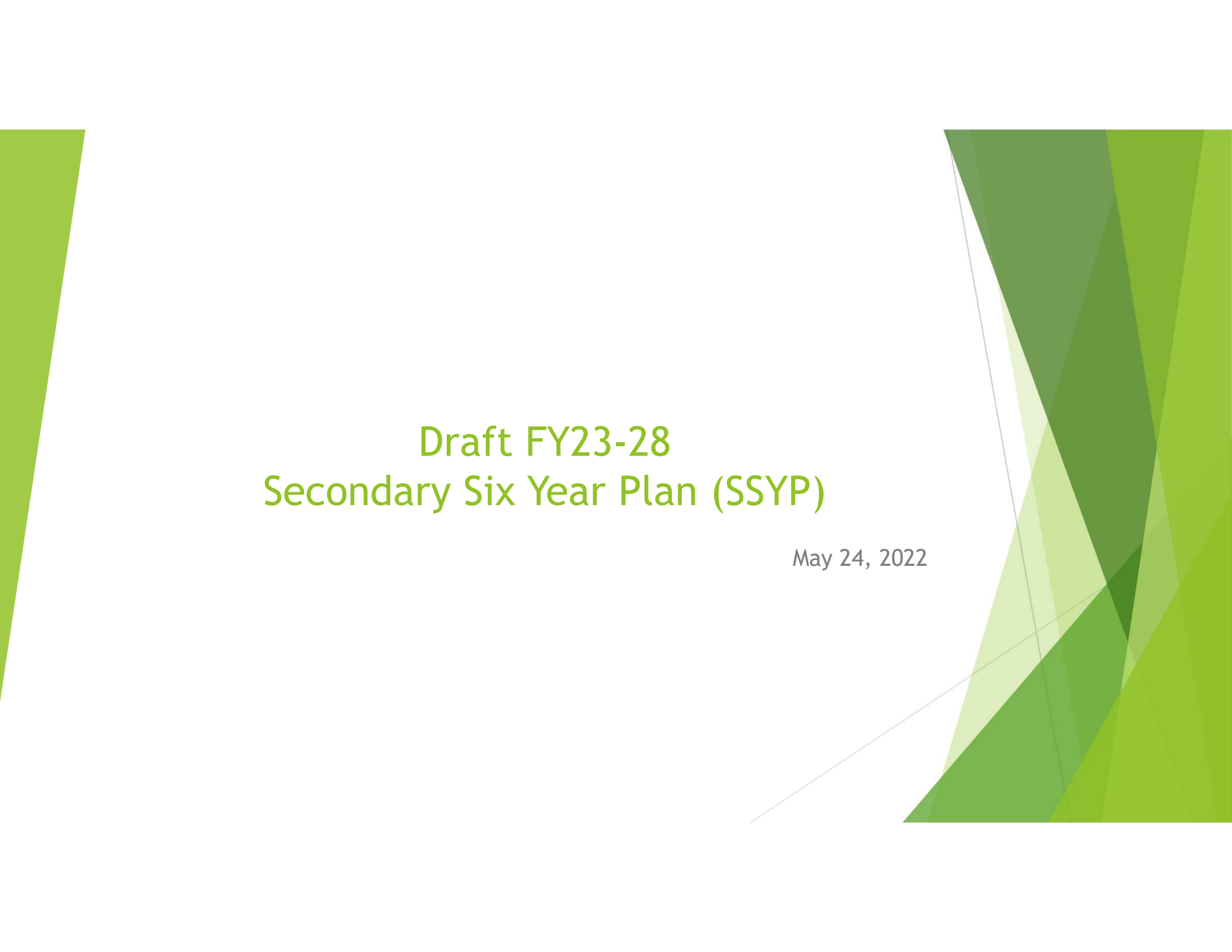
WHEREAS, Section 33.2-331 of the Code of Virginia, as amended, provides the opportunity for each county to work with the Virginia Department of Transportation in developing a Secondary Six-Year Transportation Improvement Plan (SSYP); and

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.

(SEAL)

A COPY TESTE: _____
Aimee Mann, Deputy Clerk

The background features abstract, overlapping green geometric shapes, primarily triangles and polygons, in various shades of green, creating a modern and dynamic visual effect.

Draft FY23-28 Secondary Six Year Plan (SSYP)

May 24, 2022

SSYP Overview

► Funding for Secondary Road Projects:

- Typically updated Annually in the Spring
- Funding timeframe: FY23-28 Based on VDOT Six Year Plan (SYIP)
- Funding types
 - Telefees - Can generally be used on any existing secondary road project or a rural addition
 - Rural Rustic - Can only be used for paving Unpaved public roads

► FY23-28 Funding Increased Slightly compared to FY22-27:

- Increase of about \$30K/year in telefee funding and rural rustic remained about the same
- Total funding increased to \$2.8 Million from \$2.6 Million

► Schedule:

- Transportation Committee Recommendation - 4/21
- Request for a public hearing at BOS - 4/26
- BOS Public hearing and Action - 5/24 (PH is Joint County/VDOT)

SSYP Overview

- ▶ **For \$2.8 Million in Available funding for FY23-28:**
 - ▶ Telefees - About \$2.3 Million
 - ▶ Rural Rustic - About \$500K
- ▶ **Most funding allocated to existing projects:**
 1. UPC 105464 - Rte 606 West Widening
 2. UPC 110860 - Rural Rustic Hardsurfacing of Unpaved Roads (Twilight/Parker Lane)
 3. UPC 119136 - Rte 664 - Reconstruction & Surface Treatment for Granite Springs Road
 4. UPC 110861- Rural Rustic Hardsurfacing of Unpaved Roads (Mallard/Ryland Payne/Wigglesworth)
 5. UPC 114897 - Spotsylvania Parkway/Hospital Blvd Paving
 6. UPC 119476 - Waverly Village Drainage Improvements
 7. UPC 119137 - Rural Rustic Hardsurfacing of Unpaved Roads (Lavue/Houston Lane)
 8. UPC 110859 - Rural Rustic Hardsurfacing of Unpaved Roads (Spotswood Furnace/Woolfolk Road)
- ▶ **No new projects:**
- ▶ **One project removed: Old Plank Rd/Andora Dr Roundabout**

Rural Rustic Paving Project Summary

- ▶ VDOT developed a plan to cover an existing project deficit of around \$728K
- ▶ All projects will be completed:
 1. UPC 110860 - Twilight Lane and Parker Lane (Berkley and Livingston): Completion FY-22
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 3. UPC 110861 - Mallard Road, Ryland Payne Road, and Wigglesworth Road: Completion FY-25
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 5. Note: UPC 110859 is completed in 2019 for Spotswood Furnace Road and Woolfolk Road
- ▶ No State funds to start new projects until FY-28
 - ▶ Available State funding: About \$50K

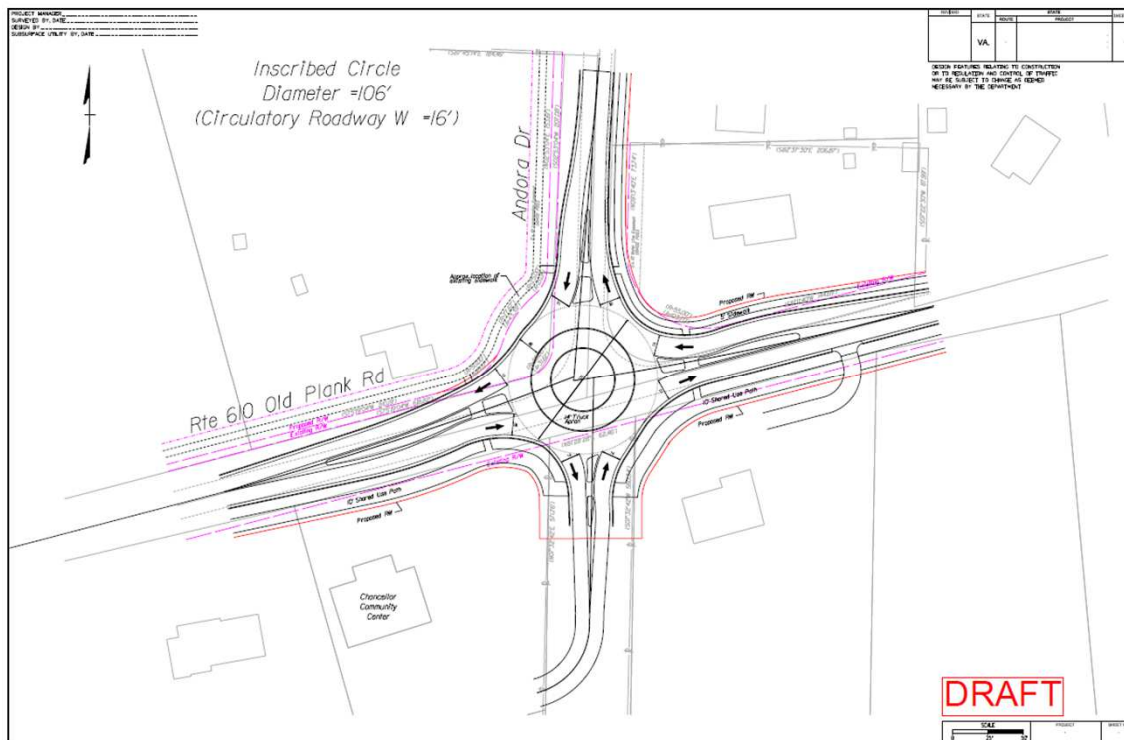


Construction Project Summary

- ▶ **Most funding allocated to existing projects:**
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 2. UPC 114897 - Spotsylvania Parkway/Hospital Blvd Paving - No Change
 3. UPC 119476 - Waverly Village Drainage Improvements - No Change
- ▶ **Rural Additions: \$214,420 currently set aside:**
 - FY-26: \$64,420
 - FY-27: \$75,000
 - FY-28: \$75,000
- ▶ **Available Funding: Mostly in FY-27 and FY-28:**
 - FY-23: None
 - FY-24: \$3,902
 - FY-25: \$44,049
 - FY-26: \$30,566
 - FY-27: \$337,776
 - FY-28: \$337,726 (Full Allocation)
 - **Total: \$754,069**
- ▶ **Available Future Year Funding does not need to be fully allocated to projects for this update**

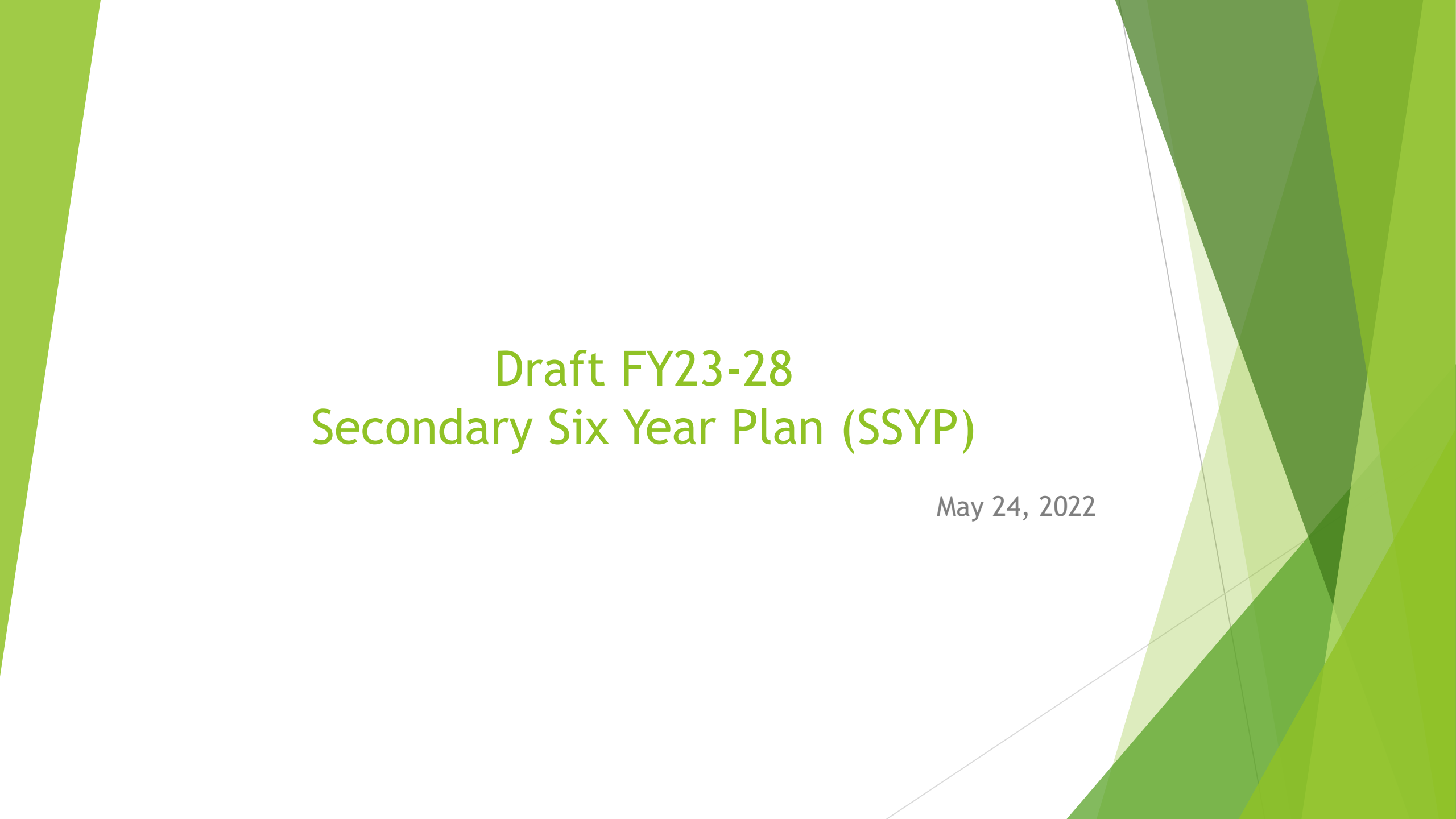
Andora Drive/Old Plank Roundabout

- ▶ County Bond Referendum Project with Draft Cost Estimate of \$3 Million
- ▶ Removing project from the SSYP does not adversely impact the ability to advance this project
- ▶ County Feasibility Study underway looking at Right of Way needed. Completion expected by Fall, 2022.
- ▶ VDOT is not in a position to construct in the near term due to other commitments
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Questions?

SPOTSYLVANIA COUNTY - SSYP / FY-2023 THRU FY 2028											
PRIORITY	105464	#HB2.FY17 RTE. 606 WEST - RECONSTRUCTION MUDD TAVERN ROAD			ACTIVITY DATES SET						CN START: 03/08/2022
1	ESTIMATE	Fund Source	Allocation Code	Previous	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	TOTAL
		Revenue Sharing	6030201	\$13,277,434	\$0	\$0	\$0	\$0	\$0	\$0	\$13,277,434
		Local Project Contributions	9090623	\$381,535	\$0	\$0	\$0	\$0	\$0	\$0	\$381,535
		HB1887 - DGP	3132100 / 3132111	\$3,649,900	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$4,649,900
		Formula - Secondary	6030601	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
		Telecommunications	6030606	\$2,841,187	\$381,489	\$0	\$0	\$0	\$0	\$0	\$3,222,676
	\$21,631,545	Total		\$20,250,056	\$1,381,489	\$0	\$0	\$0	\$0	\$0	\$21,631,545
			EXPENDED	(\$8,306,072)							(\$8,306,072)
			AVAILABLE	\$11,943,984	\$1,381,489	\$0	\$0	\$0	\$0	\$0	\$13,325,473
PRIORITY	110860	RURAL RUSTIC - HARDSURFACING OF UNPAVED ROADS (Twilight and Parker Lane)			CONSTRUCTION STARTED						CN START: 4/29/2021
2	ESTIMATE	Fund Source	Allocation Code	Previous	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	TOTAL
		Accounts Receivable	6030622	\$599,009	\$0	\$0	\$0	\$0	\$0	\$0	\$599,009
		Telecommunications	6030606	\$39,766	\$0	\$0	\$0	\$0	\$0	\$0	\$39,766
		HB1887 - DGP	6071700	\$44,237	\$0	\$0	\$0	\$0	\$0	\$0	\$44,237
	\$683,012	Total		\$683,012	\$0	\$0	\$0	\$0	\$0	\$0	\$683,012
			EXPENDED	(\$601,402)							(\$601,402)
			AVAILABLE	\$81,610	\$0	\$0	\$0	\$0	\$0	\$0	\$81,610

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Draft FY23-28 Secondary Six Year Plan (SSYP)

May 24, 2022

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- Increase of about \$30K/year in telefee funding and rural rustic remained about the same
- Total funding increased to \$2.8 Million from \$2.6 Million

► Schedule:

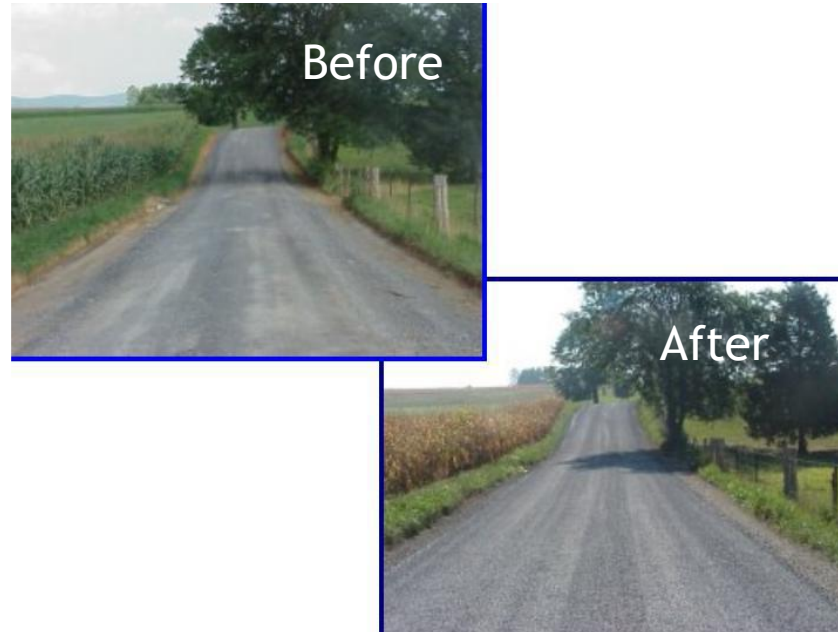
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- Request for a public hearing at BOS - 4/26
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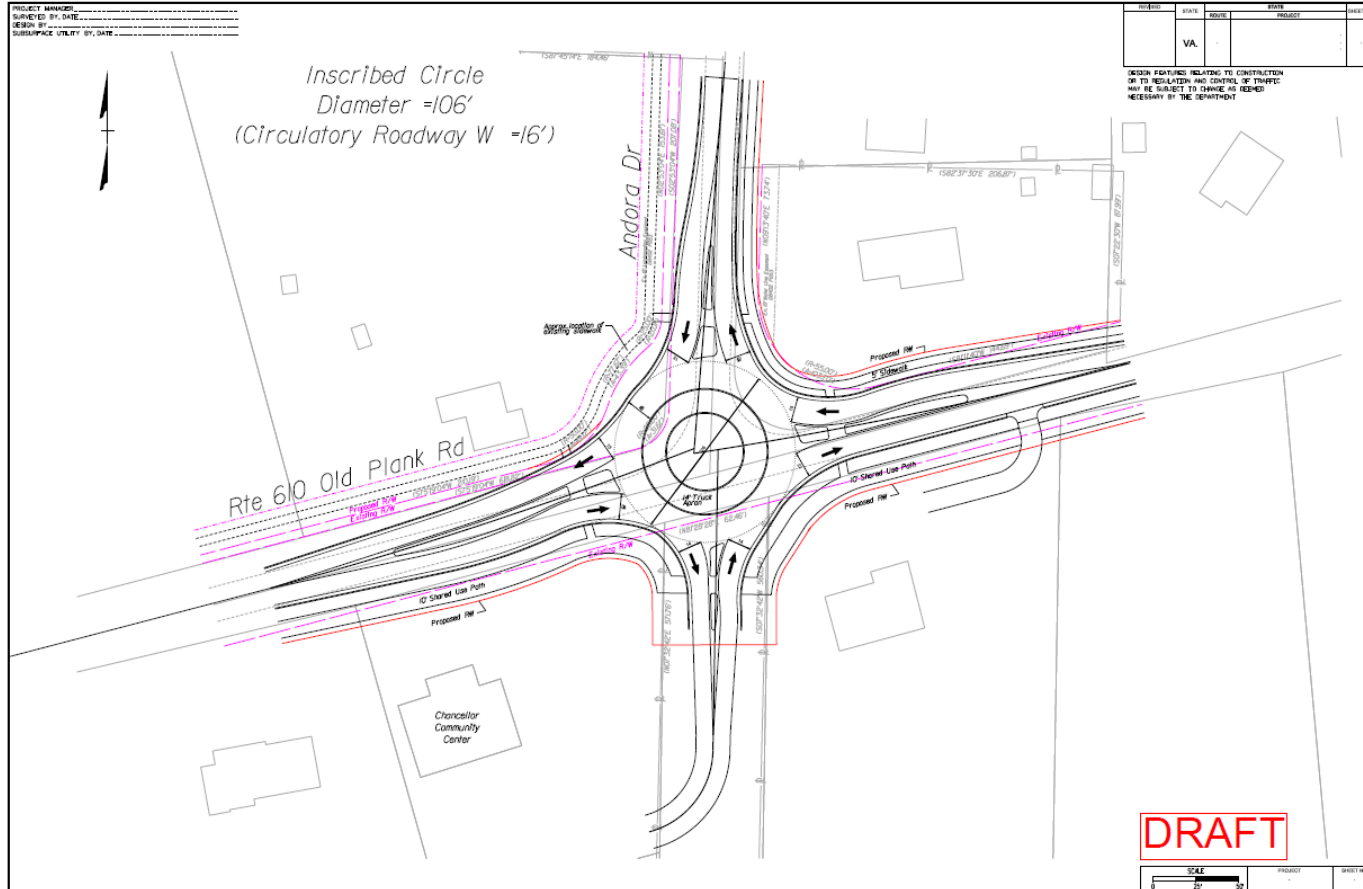
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**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date: May 24, 2022

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

Type: Action, Public Hearing, Ordinance

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

Recommendation: Adopt a a new county ordinance to collect a fee in the amount of \$5.00 on criminal and traffic convictions filed by the Spotsylvania County Sheriff's Office. This change is being requested pursuant to Virginia Code Section 17.1-279.1.

Summary: Spotsylvania County is considering instituting a county ordinance that authorizes the county to collect an additional sum 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. The proceeds of this assessment that are held by the Spotsylvania County Treasurer are subject to disbursements by the governing body to the Spotsylvania Sheriff's Office solely to fund software, hardware, and associated equipment costs for the implementation and maintenance of an electronic summons system.

Spotsylvania County is already working toward implementing an electronic summons program, which is following the implementing of the new CAD/Mobile and RMS system that took place in October 2021. The county will be looking at incurring costs from this program that would need to be funded out of future budgets.

This is a request to institute a county ordinance that authorizes the county to collect an additional sum of \$5.00 as part of the costs in each criminal or traffic case in the district or circuit courts in Spotsylvania

Financial Impact:

County pursuant to Virginia Code Section 17.1-279.1. By instituting this ordinance an additional revenue stream can be created to offset the cost of the electronic summons program in the future. At this time there is no financial impact from implementing this ordinance. The financial impacts will be borne in future budgets once the electronic summons program is implemented and operational.

Staff Contacts:

Sheriff Roger Harris, Sheriff's Office
Major Carter Well, Sheriff's Office
Lieutenant Timothy Bryner, Sheriff's Office
Bobbie MaGee, Information Services
Robin Edenton, General District Court
Susan Klingensmith, Juvenile and Domestic Relations Court
Christy Jett, Circuit Court
Larry Pritchett, Treasurer

Legal Counsel:

Jessica M. DesNoyer, Assistant County Attorney

Additional Background/Other Considerations:

The Treasurer's Office is aware of the Sheriff's Office's request for this new ordinance, which will require a new account for the proceeds to be deposited and disbursed from, once authorized. Additionally, the clerks for the district courts and circuit court are also aware of the the implementation of an electronic summons program in Spotsylvania. Finally, the Finance Department is also aware that this ordinance is being proposed.

Consequence of Denial/Inaction:

By not enacting this ordinance the total cost of the electronic summons program will be borne solely by the county budget, while not utilizing a potential source of revenue authorized by state law to help offset these costs.

ATTACHMENTS:

File Name	Description	Type
DRAFT_Ord_No_1-8_-_Electronic_Summons_System_Fee_-_REDLINE.pdf	DRAFT Ord No 1-8 - Electronic Summons System Fee - REDLINE	Ordinance
DRAFT_Ord_No_1-8_-_Electronic_Summons_System_Fee_-_CLEAN.pdf	DRAFT Ord No 1-8 - Electronic Summons System Fee - CLEAN	Ordinance
Ad_from_FLS.pdf	Ad from FLS	Backup Material
E-Citation_Fee_Ordinance_Condensed.pdf	Presentation - Bryner	Presentation

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, xx-xx-22)

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

Board of Supervisors of Spotsylvania County
Adopted _____

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(Ord. No. 1-8, xx-xx-22)

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

Board of Supervisors of Spotsylvania County
Adopted _____



SPOTSYLVANIA COUNTY BOARD OF SUPERVISORS NOTICE OF PUBLIC NOTICE

The Spotsylvania County Board of Supervisors will hold a public hearing at **6:00 p.m. on Tuesday, May 24, 2022** in the Holbert Building located at 9104 Courthouse Road, Spotsylvania, Va. 22553, to consider Ordinance No. 1-8, a proposed amendment to Spotsylvania County Code Chapter 1, General Provisions, to add Section 1-20, Electronic Summons System Fee. Adding

this section allows the county to collect an additional sum of \$5.00 as part of the costs in each criminal or traffic case filed by the Spotsylvania County Sheriff's Office in the district or circuit courts in Spotsylvania County pursuant to Virginia Code Section 17.1-279.1.

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**

Assessment for Electronic Summons Ordinance

Code Section Authorizing Ordinance

- **§ 17.1-279.1. Additional assessment for electronic summons system.**
- Any county, city, or town, through its governing body, may assess an additional sum not in excess of \$5 as part of the costs in each criminal or traffic case in the district or circuit courts located where such cases are brought in which the defendant is charged with a violation of any statute or ordinance, which violation in the case of towns arose within the town, and where the defendant is charged with a violation of any such statute or ordinance by a local law-enforcement agency. The imposition of such assessment shall be by ordinance of the governing body ...

Costs Associated With Electronic Summons

- Set up
- Configurations (courts, interfaces)
- Printers and DL mag readers or barcode readers
- Paper, ink, and eventual equipment replacement

Present Situation

- Presently, all costs associated with the electronic summons program will be borne by the county through future budget funding.

What if ordinance is adopted?

- The county could offset some of the costs of the electronic summons program through the anticipated reimbursement generated through the fee imposed.

Assumptions to Forecasted Reimbursement

- Non-guilty verdict would not impose a fee on the accused.
- A 65% conviction rate in Circuit Court was utilized as the conviction rate when figuring out a reimbursement projection for all courts.
- Average citations issued per year by the Spotsylvania Sheriff's Office from 2018 through 2020 was 7,650.
- This does not take into account criminal cases that could also be a potential source of reimbursement.

Forecasted Reimbursement

- With a proposed \$5 fee being added to each traffic or criminal case, the projected potential reimbursement stream is \$24,865.
- This was based off the following figures:
 - 7,650 citations at a 65 % conviction rate, which would result in approximately 4,973 convictions;
 - 4,973 convictions at \$5 each could potentially result in reimbursement of \$24,865 per year (excluding some potential criminal cases).

Potential Cost Savings

- Within the court clerks' offices due to added efficiencies
- Within the Sheriff's Office:
 - Citation information will no longer need to be manually entered. It is estimated that this resulted in 735 hours to enter these items in 2020.
 - Legibility issues with reading handwriting will no longer be an issue.

Questions?

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

Meeting Date:	May 24, 2022
Title:	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

Type:	Action, Public Hearing, Ordinance
Agenda Title:	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
Recommendation:	Public Hearing for amendment to Spotsylvania County, Virginia - Code of Ordinances, Chapter 14 – OFFENSES - MISCELLANEOUS, ARTICLE I. – IN GENERAL, to add Section 14-19, Jumping from bridges that span lakes, rivers, and creeks.
Summary:	The proposed amendment will add Section to 14-19 to Spotsylvania County, Virginia - Code of Ordinances to prohibit individuals from jumping from bridges that span lakes, rivers, and creeks.
Staff Contacts:	Sheriff Roger Harris, Sheriff's Office Lieutenant Timothy Bryner, Sheriff's Office
Legal Counsel:	Jessica M. DesNoyer, Assistant County Attorney
	Spotsylvania County does not have a county ordinance that specifically addresses prohibiting individuals from jumping from bridges into a lake, river, or creek. Therefore, when Marine Unit deputies are dispatched to calls relating to this type of behavior at Lake Anna, enforcement can be problematic. Enforcement of this type of activity has been attempted through other state and county codes but these code sections do not specifically address the issue at hand.
	Louisa County has a county ordinance that appears to have been in place for quite some time that addresses

Additional Background/Other Considerations:

this issue. This county ordinance is 54-14 – Jumping from bridges that span lakes, rivers, and creeks. Due to the danger that this type of behavior poses, not only to those jumping from bridges, but also to those operating vessels on Lake Anna, or other waterways, the Spotsylvania Sheriff's Office feels that it is appropriate for Spotsylvania County to finally enact an ordinance prohibiting this type of behavior.

The Marine Unit for the Spotsylvania Sheriff's Office periodically handles calls dealing with individuals jumping from bridges into Lake Anna. This activity potentially creates a hazardous situation for not only the jumper, but also boating public.

Not enacting this ordinance has the potential of negatively impacting the Sheriff's Department's ability to prevent individuals from engaging in the dangerous activity of jumping from bridges that span the County's lakes, rivers, and creeks.

Consequence of Denial/Inaction:**ATTACHMENTS:**

File Name	Description	Type
DRAFT_Ord_No_14-19_-_Jumping_from_Bridges_-_REDLINE.pdf	DRAFT Ord No 14-19 - Jumping from Bridges - REDLINE	Ordinance
DRAFT_Ord_No_14-19_-_Jumping_from_Bridges_-_CLEAN.pdf	DRAFT Ord No 14-19 - Jumping from Bridges - CLEAN	Ordinance
Ad_from_FLS.pdf	Ad from FLS	Backup Material
Bridge_Jumping_Ordinance_Presentation.pdf	Presentation - Bryner	Presentation

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, xx-xx-xx)

Secs. 14-~~19~~20 – 14-49. – Reserved.

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

Board of Supervisors of Spotsylvania County
Adopted

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.

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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, xx-xx-xx)

Secs. 14-20 – 14-49. – Reserved.

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

Board of Supervisors of Spotsylvania County
Adopted _____



SPOTSYLVANIA COUNTY BOARD OF SUPERVISORS NOTICE OF PUBLIC NOTICE

The Spotsylvania County Board of Supervisors will hold a public hearing at 6:00 p.m. on Tuesday, May 24, 2022 in the Holbert Building located at 9104 Courthouse Road, Spotsylvania, Va. 22553, to consider proposed Ordinance No.14-19, amendments to Spotsylvania County Code of Ordinances, Chapter 14, Offenses, Miscellaneous, Article I. – in General, to add Section 14-19, Jumping from bridges that span lakes, rivers, and creeks. Adding this section makes jumping from bridges in Spotsylvania County that span lakes, rivers, and creeks unlawful and a class 4 misdemeanor.

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

Bridge Jumping Ordinance

Spotsylvania vs. Louisa County

- Spotsylvania County does not have a county ordinance that specifically addresses prohibiting individuals from jumping from bridges into a lake, river, or creek.
 - This makes enforcement problematic.
- Louisa County has a county ordinance that appears to have been in place for quite some time that addresses the issue of jumping from bridges. This county ordinance is 54-14 – Jumping from bridges that span lakes, rivers, and creeks.

Proposed Spotsylvania County Ordinance

- Would mirror Louisa County's verbiage.
- 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.

Real Life Examples

1. Male subject climbing from boat on to a bridge.
2. Family attempting to jump from a bridge.
3. Male jumping from a bridge and almost lands in boat.
4. Male jumps off bridge and passes away.

Additional things to consider

- Spotsylvania Sheriff's Office receives complaints during the summer months about people jumping from bridges.
- Dangers below the surface cannot be seen.
- Lake Anna is a busy waterway in general for incidents not even bridge jumping related.
- Failure to enact an ordinance will have a negative impact on preventing individuals from engaging in this dangerous type of activity.

Questions?

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

Meeting Date: May 24, 2022

Title: Department of Social Services Update

Agenda Title: Department of Social Services Update

Recommendation: Information only.

Summary: Mark Cole, Deputy County Administrator will give a brief update regarding the Department of Social Services.

Staff Contacts: Mark Cole, Deputy County Administrator

Additional Background/Other Considerations: n/a

Consequence of Denial/Inaction: n/a

ATTACHMENTS:

File Name	Description	Type
DSS_Report_May_24_2022.pdf	Presentation	Presentation



Department of Social Services Report

May 24, 2022



DSS Organization

DSS Administrative Board Required by Virginia Code

- Appointed by local governing body (Board of Supervisors)
- Oversees the administration of the Local DSS, duties include:
 - Administer the applicable provisions of law
 - Receive and disburse funds from public grants or private sources
 - Report to DSS Commissioner and Board of Supervisors
 - Submit annual DSS budget to the Board of Supervisors
 - Employ DSS counsel and director
 - Provide child welfare and other services
 - Direct activities of the DSS director, cooperate with JDR court and other agencies
 - Authorized to hold hearings and issue subpoenas
 - Issue emergency payments for public assistance and social services



DSS Administrative Board

Two Types of DSS Administrative Boards

- Local governing body determines which type
 - Single member Administrative Board
 - Local government official (currently Deputy County Administrator)
 - May designate a senior DSS staff person to act on his behalf
 - Must establish Advisory Board
 - Multi-member Administrative Board
 - Residents appointed by Board of Supervisors
 - Three or more members
 - One Supervisor may serve on the Board
 - Appointed to four year terms
 - May serve only two full terms
 - Must receive annual training
 - Members may be suspended or removed for cause by Board of Supervisors



DSS Administrative Board

Most Agencies Use Multi-member Administrative Boards (Data as of 2019)

- 78 Multi-member Administrative Boards
- 42 Single Member Administrative Boards with Advisory Boards

Most Larger Agencies Use Single Member Administrative Boards (Data as of 2019)

- 6 Multi-member Administrative Boards
- 22 Single Member Administrative Boards with Advisory Boards
 - Includes Spotsylvania DSS



DSS Administrative Board

Advantages and Disadvantages of Multi-member Boards

- Advantages
 - Each member has the ability to be briefed on cases
 - Multiple perspectives or viewpoints
 - Public may have higher confidence in decisions of a group
- Disadvantages
 - May take longer to make decisions or take action
 - Greater potential of protected information being disclosed (disclosure to unauthorized persons is a crime)



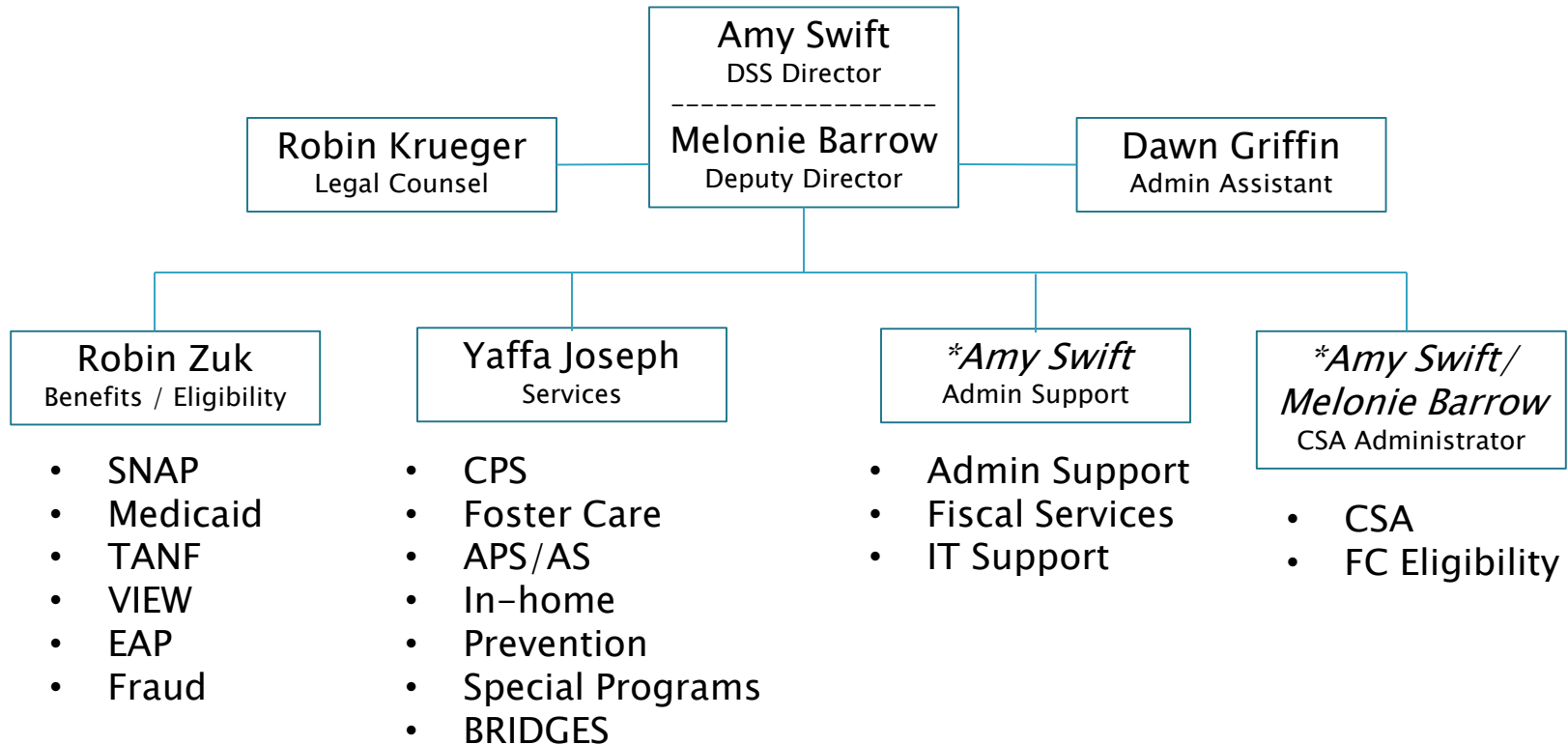
DSS Advisory Board

Duties of DSS Advisory Board

- Appointed by local governing body (Board of Supervisors)
- Advise in matters pertaining to public assistance and social services
- Monitor the formulation and implementation of public assistance and social services programs
- Make recommendations on policy matters
- Annually report to the Board of Supervisors on the administration of public assistance and social services programs
- Provide other reports to the Board of Supervisors as needed
- Gives public a forum to seek redress of grievances



DSS Organization



** Acting, position is vacant*



DSS Status Report

Accomplishments:

- Improved culture and communication.
- Prevention Services and kinship placement efforts.
 - Reduction in children in Foster Care
 - 2018 Peak of 178, currently down to 73
- Quality service delivery during Public Health Emergency (PHE)

Challenges:

- Shortage in administrative support staff.
- Shortage in DSS specific IT support.
- High Benefits Supervisor to Staff ratio
- Public Health Emergency
- Staff recruitment/retention
 - FY22 filled 47 vacancies.



DSS Status Report

Questions?

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

Meeting Date:	May 24, 2022
Title:	Marshall Center Discussion

Agenda Title:	Marshall Center Discussion
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Recommendation:	Information only.
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Summary:	Ben Loveday, Assistant County Administrator will provide options regarding renovation of the Marshall Center.
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Staff Contacts:	Ben Loveday, Assistant County Administrator
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Additional Background/Other Considerations:	n/a
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Consequence of Denial/Inaction:	n/a
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ATTACHMENTS:

File Name	Description	Type
No Attachments Available		

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

Meeting Date: May 24, 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) (5)_5.24.2022.docx	Closed Meeting Resolution	Resolution
Return_to_Open_Meeting_Resolution_5.24.2022.doc	Return to Open Meeting Resolution	Resolution

DRAFT

At a meeting of the Spotsylvania County Board of Supervisors held on May 24, 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 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.

(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 May 24, 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