



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

**July 27, 2021
4:30 PM**

Call to Order

Pledge of Allegiance, Invocation

Approval of Agenda Including Possible Agenda Additions

Award Presentations and Special Recognitions

1. Proclamation for First Responders Appreciation Day on August 18, 2021

Presentation of Consent Agenda

1. Approval of the Minutes of the June 22, 2021 Board of Supervisors Meeting
2. Appointment of Travis King to the Citizen Budget Review Committee (Battlefield District)
3. Approval of Contract Modification #4 to Marion Enterprises, Inc. & Related Budget Adjustment for the Change Order to Merchants Square Building Renovation Project
4. Approval of Contract to Atlantic Constructors, Inc. for Plumbing Services
5. Approval of Contract Modification #4 for Renewal #3 to Univar USA, Inc. for Wastewater Treatment Chemicals
6. Approval of Letter Requesting a Certain Waiver Associated with the FY 2022 Virginia Sexual and Domestic Violence Victim Fund Grant Award
7. Approval of Purchase Orders to Atlantic Emergency Solutions, Inc. for 2022 Pierce Enforcer Tanker for Brokenburg Fire Station #2 and 2022 Pierce Enforcer Pumper for Partlow Fire Station #3
8. Approval of Purchase Order to Carter Machinery Company, Inc. for CAT 963 Track Loader for Livingston Landfill
9. Approval of Purchase Order to Columbia Gas of Virginia, Inc. to Relocate Gas Main for the Olde Greenwich Village Project
10. Approval of Purchase Order to Dominion Energy Virginia, Inc. to Relocate Power Line for the Olde Greenwich Village Project

11. Approval of Task Order #1 to Hazen and Sawyer, P.C. for Thornburg Booster Pump Station Design Services
12. Approval of Two (2) Contract Modifications for Renewal to Kemira Water Solutions, Inc. and Univar USA, Inc. for Water Treatment Chemicals
13. Budget Adjustment & Appropriation of Sheriff's Office Forfeiture and Seizure Funding
14. Consideration of Resolution Regarding Critical Race Theory
15. Resolution for Support for Broadband Grant Application - FiberLync
16. Shift of Funding from the Capital Projects Fund Balance for Installation of a Gated Security Fence at the Circuit Court Parking Lot
17. VA-Related Transportation Project Budget Adjustments & Appropriations

Public Comment on Consent Agenda

Vote on Consent Agenda

Public Presentations

Board Reports

Presentations/Reports by Staff

1. Presentation of Proposed Internal Audit Multi-Year Work Plan
2. Discussion of County Employees - Cost to Advance COLA, Merit, Public Safety Step to July 2021
3. Approval of Resolution to Petition Circuit Court for Bond Referendum
4. FY 2021 Mandates Overview

County Administrator/County Attorney Reports

1. Informational Matters

Recess

Closed Meeting

1. Closed Meeting

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

Public Hearings

1. Public Hearing for Schools' Budget Adjustment & Appropriation for Federal Elementary and Secondary School Emergency Relief (ESSER II & ESSER III) Funds
2. R20-0008 (RO20-0008) Linda C. Curtis & Leigh Ann Curtis-Chapman (Rappahannock Development Group, LLC) Saddle Creek (Salem District)
3. Condemnation Agreement - Saddle Creek Rezoning (R20-0008) (No Public Hearing Is Required)
4. CA21-0003: Ordinance No. 23-181- Mixed Use Streets and Residential Parking Standards
5. CA21-0002: Ordinance No. 14-18 Section 14-10 Camping Code Amendment
6. SUP21-0002 Claiborne Verizon Cell Tower/Gilman Land and Timber LLC (Cellco Partnership) (Berkeley District)

New Business

1. Next Board of Supervisors Meeting is August 10, 2021 at 4:30 p.m.

Adjournment

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

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

Meeting Date:	July 27, 2021
Title:	Proclamation for First Responders Appreciation Day August 18, 2021

Agenda Title:	Proclamation for First Responders Appreciation Day on August 18, 2021
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Recommendation:	Approve the resolution.
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Summary:	On August 18, 2021, the Fredericksburg Regional Chamber of Commerce will be hosting its 5th Annual First Responders Appreciation Breakfast. Each year, they host about 250 first responders and give them awards based on their heroism, valor, and investigative skills. They would like to have a proclamation from the Board of Supervisors expressing gratitude and appreciation to first responders. They recommend August 18, 2021 to be the County's First Responders Appreciation Day.
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Financial Impact:	None
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Staff Contacts:	Mark Cole, Deputy County Administrator
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Legal Counsel:	n/a
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Additional Background/Other Considerations:	n/a
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Consequence of Denial/Inaction:	First responders appreciation day will not be designated.
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ATTACHMENTS:

File Name	Description	Type
First_Responders_Day_-_Proclamation.docx	Proclamation	Proclamation

PROCLAMATION

**RECOGNIZING FIRST RESPONDER APPRECIATION DAY
AS AUGUST 18, 2021**

WHEREAS, individuals, both career and volunteer, including police, firefighters, emergency medical technicians, search and rescue professionals, as well as other organizations in the public safety sector, come together as first responders during emergencies to provide services that can make the difference between life and death; and

WHEREAS, members of first responder organizations undergo significant education, training and personal sacrifice in order to achieve the expertise required to respond to emergency situations; and;

WHEREAS, first responders are ready to respond 24 hours a day, seven days a week, and are our first and best defense against emergencies that threaten our communities; and

WHEREAS, first responders are vital in every community to maintain order as they risk their own lives and safety in the performance of their duties to provide crucial services in times of crisis.

NOW, THEREFORE, BE IT RESOLVED that the Spotsylvania County Board of Supervisors, this 18th day of August 2021, publicly recognizes first responders and extends on behalf of its members and the residents of Spotsylvania, appreciation for their service to the County.

(SEAL)

A COPY TESTE: _____

Aimee R. Mann

Deputy Clerk to the Board of Supervisors

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

Meeting Date: July 27, 2021

Title: Approval of the Minutes of the June 22, 2021 Board of Supervisors Meeting

Agenda Title: Approval of the Minutes of the June 22, 2021 Board of Supervisors Meeting

Recommendation: Approve the Minutes of the June 22, 2021 Board of Supervisors Meeting.

Summary: The minutes are attached.

Staff Contacts: Aimee Mann, Deputy Clerk to the Board

Additional Background/Other Considerations: n/a

Consequence of Denial/Inaction: n/a

ATTACHMENTS:

File Name	Description	Type
Min_062221.doc	June 22, 2021 Minutes	Minutes

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

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

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

Chairman Marshall announced that Supervisor Yakabouski requested to participate remotely in the meeting from a resort in Orlando, Florida due to a preplanned family vacation and was unable to physically attend.

On a motion by Chairman Marshall and passed 6 to 0 with Supervisor Yakabouski absent, the Board authorized Supervisor Yakabouski to participate in the meeting remotely.

VOTE:

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

Chairman Marshall also noted the suspension of section 2-5.B of the Boards' bylaws to allow voice voting so that Supervisor Yakabouski could participate remotely.

APPROVAL OF AGENDA

On a motion by Chairman Skinner and passed unanimously, the Board approved the agenda with the following addition:

- Appointment of Timothy Welsh to the Economic Development Authority (Lee Hill District)

VOTE:

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

Supervisor Frazier read the following statement:

I hereby declare that I have an interest in Consent Agenda item number 24 – Authorization for Public Hearing for Budget Adjustment for Schools’ Federal Grants Funding, on the June 22, 2021 meeting of the Spotsylvania County Board of Supervisors as an employee of Spotsylvania County School earning over \$5,000 annually. My disclosure is on file with the clerk and is available to the public for review. Ed/Aimee, please record this disclosure in the minutes of this meeting as required by law.

PUBLIC COMMENT ON CONSENT AGENDA

None

APPROVAL OF THE CONSENT AGENDA

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

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

- Approval of an Additional Assistant Commonwealth’s Attorney Position for FY 2022
- Approval of Contract to IMEC Group, LLC for the Fire Station Co. 6 Bunkroom Addition
- Approval of Resolution for the Ending COVID-19 Local Emergency Declaration
- Budget Adjustment & Appropriation Associated with Sheriff’s Office Career Development Program Implementation
- Budget Adjustment & Appropriation Associated with Reclassifications of Social Services Positions to Align with Market Conditions and Job Responsibilities

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

VOTE:

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

1. Approval of the Minutes of the May 25, 2021 Board of Supervisors Meeting;
2. Acceptance and Appropriation of Bridges Grant Renewal (BEN-19-113-24) for July 1, 2021 – June 30, 2022 as follows:

VOTE:

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

RESOLUTION NO. 2021-76

Approving Grant Award Agreement, Designation of Authorized Agents in the Execution and Administration of the Grant Award and Acceptance and Appropriation of FY 2022 Funds

WHEREAS, Spotsylvania County has applied for and received approval for a federal pass through grant from the Virginia Department of Social Services in the amount of \$197,557 to be utilized by the Department of Social Services and Spotsylvania County Schools for the Bridge to the Future – Employment Advancement for Temporary Assistance for Needy Families Participants Program; and

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

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

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

BE IT FURTHER RESOLVED by the Spotsylvania County Board of Supervisors that the following individuals are hereby designated as authorized agents any of whom may act in the execution and administration of the grant award agreement: Edward Petrovitch, County Administrator; Mark Cole, Deputy County Administrator; Bonnie Jewell, Assistant County Administrator; and Amy Swift, Director of Social Services; and

BE IT FURTHER RESOLVED by the Spotsylvania County Board of Supervisors that the grant in the amount of \$197,557 is accepted and that the General Fund and School Operating Fund budgets are 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 \$197,557 to be utilized only for the Bridge to the Future Program, to be expended only by order of the Board of Supervisors as follows:

GENERAL FUND: \$39,418

SCHOOL OPERATING FUND: \$158,139

3. Acceptance of Award Terms & Conditions for Federal Coronavirus Local Fiscal Recovery Fund;
4. Appointment of Rhonda Fortune to the Cable Television and Telecommunications Commission (Salem District);
5. Approval of Agreement with Rappahannock Development Group, LLC and Pruitt Contracting for Harrison Village Development 24" Waterline Up-Size;
6. Approval of Contract to Crown Construction Service, Inc. for Madeline & Stratford Avenue Waterline Extension;
7. Approval of Contract Extension to Johnson, Mirmiran & Thompson, Inc. (JMT) to Provide Professional Engineering Design Services for Transportation Projects;
8. Approval of Contract Modification #1 for Renewal to Advanced Media Solutions of Virginia, LLC for Broadcasting Services;
9. Approval of Contract Modification #1 for Renewal to Telephone Answering Service of Fredericksburg, Inc. to Provide Transportation Services for DSS Clients;
10. Approval of FY22 Revenue Sharing Pre-Applications as follows:

VOTE:

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

RESOLUTION NO. 2021-78

**A RESOLUTION SUPPORTING
THE REVENUE SHARING PRE-APPLICATIONS FOR FY22**

WHEREAS, Spotsylvania County Board of Supervisors herein by reference identify two pre-applications for consideration for application during the FY22 Revenue Sharing program pre-application period; and

WHEREAS, the Commonwealth of Virginia is providing an opportunity for up to \$10,000,000 in revenue sharing funding per locality evenly split between the FY-27 and FY-28 years for eligible projects that are selected for this FY22 round of Revenue Sharing; and

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

1. Germanna Point Drive 2-Lane Extension to Spotsylvania Avenue
2. US Rte. 1/Hood Drive/Mine Road Northwest Quadrant Roadway

WHEREAS, the Spotsylvania County Board of Supervisors hereby support these two pre-application projects for the Revenue Sharing Program Application Process for FY22; and

NOW, THEREFORE, BE IT RESOLVED, this Board endorses these two pre-applications for consideration for application during the FY22 Revenue Sharing application period, and

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

11. Approval of FY22 Transportation Alternatives (TAP) Pre-Applications as follows:

VOTE:

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

RESOLUTION NO. 2021-79

A RESOLUTION SUPPORTING THE TRANSPORTATION ALTERNATIVES PROGRAM PRE-APPLICATIONS FOR FY22

WHEREAS, Spotsylvania County Board of Supervisors herein by reference identify two pre-applications for consideration for application during the FY22 Transportation Alternatives Program (TAP) pre-application period; and

WHEREAS, the Commonwealth of Virginia is providing an opportunity for up to \$2,000,000 in TAP funding for Fredericksburg District evenly split between the FY-23 and FY-24 years for eligible projects that are selected for this FY22 round of TAP; and

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

1. VCR Trail Shared Use Path along Harrison Road
2. Germanna Point Drive Shared Use Path: GCC to Lee Hill School Drive/US 17
3. Spotsylvania Pkwy Extension to Smith Station Road
4. Chancellor Park Drive Sidewalk

WHEREAS, the Spotsylvania County Board of Supervisors hereby support these four pre-application projects for the TAP Application Process for FY22; and

NOW, THEREFORE, BE IT RESOLVED, this Board endorses these four pre-applications for consideration for application during the FY22 TAP application period, and

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

12. Approval of Mutual Automatic Aid Agreement for Fire and EMS between Spotsylvania County and Louisa County;
13. Approval of Purchase Order to L3 Harris Technologies for Mobile and Portable Radios and Accessories for the Sheriff's Department;
14. Approval of Purchase Order to American Office of Richmond, LLC for Purchase of the Furniture for the Merchant's Square Renovation Project;
15. Approval of Purchase Order to National Auto Fleet Group for Kenworth T-370 14' Dump Truck;
16. Approval of Purchase Order to SHI International Corporation for Microsoft Enterprise Agreement Licenses;
17. Approval of Purchase Order to McClung-Logan Equipment Company, Inc. for New Volvo L70H Wheel Loader;
18. Approval of Grant Application Request for Federal RAISE Transportation Funds as follows:

VOTE:

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

RESOLUTION NO. 2021-80

**Approving Grant Application Submission and Designation of
Authorized Organizational Representatives for the FFY 2021
Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grants
Program**

WHEREAS, Spotsylvania County is seeking approval to apply for a federal grant from the United States Department of Transportation (USDOT) in the amount of \$6,250,000 for preliminary engineering for the I-95 Exit 126/US Rte. 1 Revitalization project to provide additional turn lanes and pedestrian accommodations to the Four Mile Fork intersection, a new VRE feeder bus from the new VA Health Care Clinic (VA) site and Rte. 208 PNR lot to Fredericksburg AMTRAK/VRE, additional Route S4 transit service from the new VA site to Lee Hill Transfer Station and Spotsylvania Courthouse Village, sidewalk along US Rte. 1 between Four Mile Fork and Market Street, US Rte. 1/Hood Drive/Mine Road intersection improvements, and Exit 126 Southbound Onramp Improvements; and

WHEREAS, once constructed, the project will help reduce traffic congestion and improve safety along the I-95 and US Rte. 1 corridor; and

WHEREAS, Spotsylvania County is committed to provide a local match of \$1,250,000 for the project if the project is selected for RAISE Grant funding.

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

Edward Petrovitch, County Administrator, or
Mark Cole, Deputy County Administrator, or
Bonnie Jewell, Assistant County Administrator for Finance & Services, or
Paul Agnello, Assistant Director for Transportation Planning,
Rodney White, Transportation Planner, or
Annette D'Alessandro, Grants Manager

19. Approval of Task Order to Johnson Mirmiran & Thompson, Inc. for Route 751 Momentum Drive within the Pierson Drive Industrial Park;
20. Authorization for the Sale of 2021 EDA Public Facilities Revenue Refunding Bonds and Authorization of Future Public Hearing as follows:

VOTE:

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

RESOLUTION NO. 2021-82

**RESOLUTION APPROVING A PLAN OF FINANCING WITH THE
ECONOMIC DEVELOPMENT AUTHORITY OF THE COUNTY OF
SPOTSYLVANIA FOR THE ISSUANCE OF PUBLIC FACILITIES
REVENUE REFUNDING BONDS**

WHEREAS, the Board of Supervisors (the "Board") of Spotsylvania County, Virginia (the "County"), desires to undertake, in conjunction with the Economic Development Authority of the County of Spotsylvania (the "Authority"), to the extent that the debt service savings threshold described herein is satisfied, the refunding of all or a portion of the outstanding maturities of the Authority's (a) \$11,275,000 Public Facility Revenue Bonds (Public Building and Equipment Project), Series 2011 (the "2011 Bonds"), which were issued by the Authority on October 12, 2011, to assist the County in financing the costs of certain public building facilities and equipment, (b) \$33,785,000 Public Facility Revenue and Refunding Bonds (Spotsylvania School Facilities Projects), Series 2012 (the "2012 Bonds"), which were issued by the Authority on July 18, 2012, to assist the County in financing the costs of refunding certain revenue and refunding bonds of the Authority that were issued in 2003 and 2004 to assist the County in financing the costs of certain public school facilities, and (c) the Authority's \$13,383,000 Public Facility Revenue and Refunding Bonds (Spotsylvania School Facilities Projects and Fire & Rescue Equipment), Series 2013 (the "2013 Bonds" and collectively with the 2011 Bonds and the 2012 Bonds, the "Refunded Bonds"), which were issued by the Authority on August 8, 2013 to assist the County in financing (1) the costs of refunding certain revenue bonds of the Authority that were issued in 2004 to assist the County in financing the costs of certain public school facilities and (2) the costs of certain fire and rescue equipment (collectively, the "Plan of Refunding"); and

WHEREAS, the Authority, pursuant to the Industrial Development and Revenue Bond Act (the "Act") under which it is created, is authorized to exercise all of the powers set forth in the Act, which include, among other things, the power to make loans to, among others, a county in furtherance of the Act, to finance or refinance facilities for use by, among others, a county, to issue its revenue bonds, notes and other obligations from time to time for such purposes, and to pledge all or any part of its revenues and receipts derived from payments received by the Authority in connection therewith as security for the payment of principal of and interest on any such obligations; and

WHEREAS, in furtherance of the purposes of the Act, the County has requested that the Authority undertake the Plan of Refunding, and the Authority has determined to issue its public facility revenue refunding bonds and to use the proceeds thereof to finance costs incurred in connection with the Plan of Refunding for the benefit of the County; and

WHEREAS, the Authority proposes to issue its Public Facilities Revenue Refunding Bonds, Series 2021 (the "Bonds"), in the aggregate principal amount not to exceed \$31,000,000 to finance the Plan of Refunding, to fund a debt service reserve account for the Bonds, if necessary, and to pay the costs of issuing the Bonds; and

WHEREAS, the Bonds will be secured by payments appropriated from time to time by the Board and payable to the Authority in accordance with the terms of the Financing Agreement (defined below); and

WHEREAS, drafts of the following documents (collectively, the "Documents"), proposed to be executed and delivered in connection with the undertaking of the Plan of Refunding and the issuance and sale of the Bonds, have been presented to the Board:

(a) Tenth Supplemental Agreement of Trust (draft dated as of September 1, 2021), supplementing an Agreement of Trust dated as of August 1, 2000, as previously supplemented (collectively, the "Trust Agreement"), between the Authority and U.S. Bank National Association, as successor trustee (the "Trustee"), including the form of the Bonds, pursuant to which the Bonds are to be issued and which is to be acknowledged and consented to by the County;

(b) Ninth Supplemental Financing Agreement (draft dated as of September 1, 2021), supplementing a Financing Agreement dated as of August 1, 2000, as previously supplemented (collectively, the "Financing Agreement"), between the Authority and the County pursuant to which the Authority will loan the proceeds of the Bonds to the County and the County, subject to annual appropriation by the Board, will make payments to the Authority in amounts sufficient to pay the principal of and interest on the Bonds and certain other related costs;

(c) Preliminary Official Statement (draft dated as of August __, 2021), of the Authority relating to the public offering of the Bonds (the "Preliminary Official Statement");

(d) Notice of Sale (draft dated August __, 2021) (the "Notice of Sale"), pursuant to which the Bonds will be advertised for sale if the Bonds are sold by competitive bid;

(e) Continuing Disclosure Agreement (draft dated as of September 1, 2021), pursuant to which the County will agree to undertake certain continuing disclosure obligations with respect to the Bonds;

(f) Second Amendment to Prime Lease (draft dated as of September 1, 2021), between the County, the Authority and the School Board of Spotsylvania County, Virginia (the "School Board"); Second Amendment to Lease Agreement (draft dated as of September 1, 2021), between the Authority, the County and the School Board; and Second Amendment to Assignment Agreement (draft dated as of September 1, 2021), between the Authority, the Trustee and the School Board, all relating to the Courtland High School property securing repayment of the 2012 Bonds (the "Courtland Property");

WHEREAS, the Amendments described in item (f) above are hereinafter collectively referred to as the "Lease Modification Agreements," and the Courtland Property is hereinafter referred to as the "Collateral Property."

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

1. The Plan of Refunding is hereby approved subject to the terms and conditions set forth in this paragraph. The Authority will issue the Bonds and use the proceeds thereof to finance the costs of the Plan of Refunding and finance the costs of issuing the Bonds. Pursuant to the Financing Agreement, the County will agree, subject to annual appropriation by the Board, to make Annual Payments and Additional Payments (each as defined in the Financing Agreement) to the Authority in amounts sufficient to amortize the Bonds, to pay the fees or expenses of the Authority and the Trustee and to pay certain other related costs. The obligation of the Authority to pay principal of and premium, if any, and interest on the Bonds will be limited to amounts received under the Trust Agreement. The Bonds will be secured by the assignment of the Annual Payments and certain Additional Payments due under the Financing Agreement, all for the benefit of the holders of the Bonds. The obligation of the County to make Annual Payments and Additional Payments will be subject to annual appropriation by the Board of sufficient amounts for such purposes. The Collateral Property currently providing additional security for the Refunded Bonds will become additional security for the Bonds upon execution and delivery of the Lease Modification Agreements. The Plan of Refunding shall contain such additional requirements and provisions as may be approved by the County Administrator of the County (the "County Administrator") or the Assistant County Administrator/Chief Financial Officer of the County (the "Chief Financial Officer").

2. The Board, while recognizing that it is not empowered to make any binding commitment to make appropriations beyond the current fiscal year, hereby states its intention to make appropriations in future fiscal years in amounts sufficient to make all payments due under the Financing Agreement and hereby recommends that future Boards of Supervisors do likewise during the terms of the Financing Agreement and the Lease Modification Agreements. The Collateral Property is hereby declared to be essential to the efficient operation of the County and the Board anticipates that the Collateral Property will continue to be essential to the operation of the County during the terms of the Financing Agreement and the Lease Modification Agreements.

3. The County Administrator or the Chief Financial Officer is hereby authorized and directed to execute the Documents to which the County is a signatory, which shall be in substantially the forms submitted to this meeting, all of which are hereby approved, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the County Administrator or the Chief Financial Officer, his or her execution to constitute conclusive evidence of approval of any such completions, omissions, insertions and changes.

4. (a) In completing the Financing Agreement, the County Administrator or the Chief Financial Officer, in collaboration with PFM Financial Advisors LLC, the County's financial advisor (the "Financial Advisor"), shall provide for Annual Payments in amounts sufficient to make required principal and interest payments on the Bonds, which shall be sold to the purchaser or underwriter(s) thereof on such terms as shall be satisfactory to the County Administrator or the Chief Financial Officer; provided that (i) the principal amount of the Bonds

does not exceed \$31,000,000, (ii) the Bonds mature in installments or are subject to mandatory sinking fund redemption ending not later than December 1, 2030, (iii) the Bonds have a true or "Canadian" interest cost not exceeding 4.50%, (iv) the Bonds are subject to optional redemption, if at all, at a premium not to exceed 2% of their principal amount, (v) the Bonds are sold to the purchaser thereof at a price not less than 98% of the aggregate principal amount thereof (inclusive of original issue premium, original issue discount and underwriter's discount), and (vi) the issuance and sale of the Bonds shall result in realization of an aggregate net present value debt service savings of at least 3% as compared to the aggregated debt service payable on the Refunded Bonds. The County Administrator or the Chief Financial Officer is also authorized to approve (x) a lesser principal amount for the Bonds, (y) a maturity schedule, including serial maturities and term maturities for the Bonds, and (z) redemption provisions of the Bonds, all as the County Administrator or the Chief Financial Officer shall determine to be in the best interests of the County.

(b) If the County Administrator or the Chief Financial Officer determines to sell the Bonds by competitive bid, the County Administrator or the Chief Financial Officer shall, subject to the limitations set forth in Section 4(a) above, receive bids for the Bonds and award the Bonds to the bidder providing the lowest "true" or "Canadian" interest cost. Following the sale of the Bonds, the County Administrator or the Chief Financial Officer shall file a certificate with the Authority and the Board setting forth the final terms of the Bonds. The actions of the County Administrator or the Chief Financial Officer in selling the Bonds by competitive sale shall be conclusive, and no further action with respect to the sale and issuance of the Bonds shall be necessary on the part of the Board.

(c) If the County Administrator or the Chief Financial Officer determines to sell the Bonds in a negotiated sale with one or more underwriters, the County Administrator or the Chief Financial Officer is authorized to execute and deliver to such underwriter(s) a bond purchase agreement (the "Bond Purchase Agreement") in a form approved by the County Administrator or the Chief Financial Officer to reflect the final terms of the Bonds and their sale as determined in accordance with Section 4(a) hereof. The execution thereof by the County Administrator or the Chief Financial Officer shall constitute conclusive evidence of his approval of the final form of the Bond Purchase Agreement. Following a negotiated sale, the County Administrator, as Clerk of the Board, shall file a copy of the Bond Purchase Agreement with the County's permanent records. The actions of the County Administrator or the Chief Financial Officer in selling the Bonds by negotiated sale to any underwriter shall be conclusive, and no further action with respect to the sale and issuance of the Bonds shall be necessary on the part of the Board.

5. If the Bonds are sold by competitive bid, the County Administrator or the Chief Financial Officer, in collaboration with the Financial Advisor, is authorized and directed to take all proper steps to advertise the Bonds for sale substantially in accordance with the form of Notice of Sale presented to this meeting, which is approved, provided that the County Administrator or the Chief Financial Officer, in collaboration with the Financial Advisor, the County Attorney and the County's Bond Counsel, may make such changes to the Notice of Sale, not inconsistent with this Resolutions, as he may consider to be in the best interests of the County.

6. The Preliminary Official Statement in the form presented to this meeting is approved with respect to the information contained therein pertaining to the County. The County authorizes distribution of the Preliminary Official Statement in form deemed to be "near final," within the meaning of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), to prospective purchasers of the Bonds, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the County Administrator or the Chief Financial Officer. Such distribution shall constitute conclusive evidence that the County has deemed the Preliminary Official Statement to be final as of its date within the meaning of the Rule, with respect to the information therein pertaining to the County. The County Administrator or the Chief Financial Officer is authorized and directed to approve such completions, omissions, insertions and other changes to the Preliminary Official Statement that are necessary to reflect the terms of the sale of the Bonds, determined as set forth in paragraph 4, and the details thereof and that are appropriate to complete it as an official statement in final form (the "Official Statement") and distribution thereof by the purchaser of the Bonds shall constitute conclusive evidence that the County has deemed the Official Statement final as of its date within the meaning of the Rule.

7. If determined to be necessary by the County Administrator or the Chief Financial Officer, the County Administrator or the Chief Financial Officer, or either of them, is authorized and directed to execute an escrow agreement (the "Escrow Agreement") between the Authority, the County and U.S. Bank National Association, Richmond, Virginia, which is hereby appointed Escrow Agent (the "Escrow Agent"). The Escrow Agreement shall be in a form acceptable to the County Administrator or the Chief Financial Officer, the Financial Advisor, the County Attorney and the County's Bond Counsel, and shall provide for the deposit and investment of a portion of the Bond proceeds for the defeasance of the Refunded Bonds. The Escrow Agreement shall provide for the irrevocable deposit of a portion of the Bond proceeds in an escrow fund which shall be sufficient, when invested in noncallable, direct obligations of the United States Government (the "Government Obligations"), to provide for payment of principal of and premium, if any, and interest on the Refunded Bonds.

8. The County covenants that it shall not take or omit to take any action the taking or omission of which shall cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and regulations thereunder, or otherwise cause interest on the Bonds to be includable in the gross income for Federal income tax purposes of the registered owners thereof under existing law. Without limiting the generality of the foregoing, the County shall comply with any provision of law that may require the County at any time to rebate to the United States of America any part of the earnings derived from the investment of the gross proceeds of the Bonds. The County shall pay from its legally available general funds any amount required to be rebated to the United States of America pursuant to the Code.

9. All costs and expenses in connection with the undertaking of the Plan of Refunding and the issuance of the Bonds, including the Authority's fees and expenses and the fees and expenses of the County's Bond Counsel and counsel for the Authority, shall be paid from the proceeds of the Bonds or other legally available funds of the County. If for any reason

the Bonds are not issued, it is understood that all such expenses shall be paid by the County from its legally available funds and that the Authority shall have no responsibility therefor.

10. Any authorization herein to execute a document shall include authorization to deliver it to the other parties thereto and to record such document where appropriate.

11. All other acts of the County Administrator, the Chief Financial Officer and other officers of the County that are in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the Bonds and the undertaking of the Plan of Refunding are hereby approved and ratified.

12. This Resolution shall take effect immediately.

21. Authorization for Public Hearing for Budget Adjustment for Schools' Federal Grants Funding;

22. Authorization for the Sale of 2021 General Obligation Bonds and Authorization of Future Public Hearing as follows:

VOTE:

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

RESOLUTION NO. 2021-83

RESOLUTION PROVIDING FOR THE ISSUANCE, SALE AND AWARD OF SPOTSYLVANIA COUNTY, VIRGINIA, GENERAL OBLIGATION PUBLIC IMPROVEMENT AND REFUNDING BONDS, SERIES 2021, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$43,590,000, AND PROVIDING FOR THE FORM, DETAILS AND PAYMENT THEREOF

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

WHEREAS, under the 2014 Referendum, (1) \$31,481,960 in principal amount of bonds authorized for public school projects remains authorized and unissued on the date hereof, (2)

\$23,643,641 in principal amount of bonds authorized for public safety projects remains authorized and unissued on the date hereof, and (3) \$53,938,950 in principal amount of bonds authorized for transportation projects remains authorized and unissued on the date hereof;

WHEREAS, among other issues of general obligation bonds, the County issued its (i) \$10,915,000 General Obligation Public Improvement Bonds, Series 2011A on July 27, 2011 (the “2011A Bonds”), of which \$4,780,000 in principal amount remains outstanding as of the date hereof; (ii) \$5,650,000 General Obligation Refunding Bonds, Series 2011B on July 27, 2011 (the “2011B Bonds”), of which \$1,410,000 in principal amount remains outstanding as of the date hereof; and (iii) \$16,205,000 General Obligation Public Improvement Bonds, Series 2012A (Tax-Exempt) on July 26, 2012 (the “2012A Bonds”), of which \$3,895,000 in principal amount remains outstanding as of the date hereof;

WHEREAS, County administration, in consultation with the County’s Financial Advisor (the “Financial Advisor”), has determined that the County can effect considerable debt service savings by issuing its general obligation refunding bonds in an aggregate principal amount not to exceed \$11,000,000 to refund those maturities of the outstanding 2011A Bonds, 2011B Bonds, 2012A Bonds, and any other series of general obligation bonds previously issued by the County that may be designated based on exigent market conditions for refunding by the County Administrator or the Chief Financial Officer as provided herein (collectively, all such maturities and series are hereinafter referred to as the “Refunded Bonds”);

WHEREAS, County administration, in consultation with the Financial Advisor, has recommended to the Board a plan of finance and refunding under which the County would issue and sell (1) general obligation public improvement bonds in the maximum aggregate principal amount of \$32,590,000 pursuant to the above-described authority given in the 2014 Referendum, including (a) up to \$18,110,000 in general obligation public improvement bonds to finance or reimburse the County for costs associated with public school projects in the County, (b) up to \$7,535,000 in general obligation public improvement bonds to finance or reimburse the County for costs associated with public safety projects in the County, and (c) up to \$6,945,000 in general obligation public improvement bonds to finance or reimburse the County for costs associated with transportation projects in the County (collectively, the “Plan of Finance”), and (2) up to \$11,000,000 in general obligation refunding bonds to refund the Refunded Bonds (collectively, the “Plan of Finance and Refunding”); and

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

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

1. Issuance of Bonds. There shall be issued and sold, pursuant to the Constitution and statutes of the Commonwealth of Virginia, including the Public Finance Act of 1991, general

obligation public improvement and refunding bonds of the County in the maximum aggregate principal amount of \$43,590,000 (the “Bonds”) to provide funds to pay all or a portion of the costs of the Plan of Finance and Refunding and the costs of issuing the Bonds.

2. Bond Details. The Bonds shall be designated as “General Obligation Public Improvement and Refunding Bonds, Series 2021,” with such series or subseries designations as may be determined to be advisable by the County Administrator or the Chief Financial Officer, shall be in registered form, shall be dated such date or dates not later than December 31, 2021 as may be determined by the County Administrator or the Chief Financial Officer, shall be in denominations of \$5,000 and integral multiples thereof, and shall be numbered R-1 upward. Subject to the provisions of Section 8, the issuance and sale of the Bonds are authorized on terms as shall be satisfactory to the County Administrator or the Chief Financial Officer; provided, however, that the Bonds (a) shall have a “true” or “Canadian” interest cost not to exceed 4.50%, (b) shall be sold at a price not less than 98% of the original aggregated principal amount thereof (inclusive of original issue premium, original issue discount and underwriter’s discount), (c) shall result in an aggregate net present value debt service savings to the County on the Refunded Bonds of at least 3.0%, and (d) shall mature, or be subject to mandatory sinking fund redemption, in annual installments beginning no later than December 31, 2022 and ending no later than December 31, 2041. The Bonds may be issued as tax-exempt or taxable bonds, on such date or dates, in one or more series for one or more of the purposes included in the Plan of Finance and Refunding, all as may be determined by the County Administrator or the Chief Financial Officer.

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

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

In the event that (a) the Securities Depository determines not to continue to act as the securities depository for the Bonds by giving notice to the Registrar, and the County discharges its responsibilities hereunder, or (b) the County in its sole discretion determines (i) that beneficial

owners of Bonds shall be able to obtain certificated Bonds or (ii) to select a new Securities Depository, then the Chief Financial Officer of the County shall, at the direction of the County, attempt to locate another qualified securities depository to serve as Securities Depository and authenticate and deliver certificated Bonds to the new Securities Depository or its nominee, or authenticate and deliver certificated Bonds to the beneficial owners or to the Securities Depository participants on behalf of beneficial owners substantially in the form provided for in Section 5; provided, however, that such form shall provide for interest on the Bonds to be payable (A) from the date of the Bonds if they are authenticated prior to the first interest payment date, or (B) otherwise from the interest payment date that is or immediately precedes the date on which the Bonds are authenticated (unless payment of interest thereon is in default, in which case interest on such Bonds shall be payable from the date to which interest has been paid). In delivering certificated Bonds, the Chief Financial Officer shall be entitled to rely on the records of the Securities Depository as to the beneficial owners or the records of the Securities Depository participants acting on behalf of beneficial owners. Such certificated Bonds will then be registrable, transferable and exchangeable as set forth in Section 7.

So long as there is a Securities Depository for the Bonds (1) it or its nominee shall be the registered owner of the Bonds, (2) notwithstanding anything to the contrary in this Resolution, determinations of persons entitled to payment of principal, premium, if any, and interest transfers of ownership and exchanges and receipt of notices shall be the responsibility of the Securities Depository and shall be effected pursuant to rules and procedures established by such Securities Depository, (3) the Registrar and the County shall not be responsible or liable for maintaining, supervising or reviewing the records maintained by the Securities Depository, its participants or persons acting through such participants, (4) references in this Resolution to registered owners of the Bonds shall mean such Securities Depository or its nominee and shall not mean the beneficial owners of the Bonds, and (5) in the event of any inconsistency between the provisions of this Resolution and the provisions of the above-referenced Letter of Representations such provisions of the Letter of Representations, except to the extent set forth in this paragraph and the next preceding paragraph, shall control.

3. Redemption Provisions. The Bonds may be subject to redemption prior to maturity at the option of the County on or after the dates, if any, determined by the County Administrator or the Chief Financial Officer, in whole or in part (in \$5,000 integrals) at any time, at a redemption price equal to the principal amount of the Bonds, together with any interest accrued to the redemption date, plus (if and as necessary) either (a) a redemption premium in an amount not to exceed 2% of the principal amount of the Bonds, or (b) a “make whole” redemption premium, in either case in such amount as may be determined by the County Administrator or the Chief Financial Officer.

Any Bonds designated and sold as term bonds may be subject to mandatory sinking fund redemption upon terms determined by the County Administrator or the Chief Financial Officer.

If less than all of the Bonds are called for redemption, the maturities of the Bonds to be redeemed shall be selected by the Chief Financial Officer of the County in such manner as she may determine to be in the best interests of the County. If less than all the Bonds of a particular maturity are called for redemption, the Bonds within such maturity to be redeemed shall be

selected by the Securities Depository pursuant to its rules and procedures or, if the book-entry system is discontinued, shall be selected by the Registrar by lot in such manner as the Registrar in its discretion may determine. In either case, (a) the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or some integral multiple thereof and (b) in selecting Bonds for redemption, each Bond shall be considered as representing that number of Bonds that is obtained by dividing the principal amount of such Bond by \$5,000. The County shall cause notice of the call for redemption identifying the Bonds or portions thereof to be redeemed to be sent by facsimile or electronic transmission, registered or certified mail or overnight express delivery, not less than 30 nor more than 60 days prior to the redemption date, to the registered owner of the Bonds. The County shall not be responsible for giving notice of redemption to anyone other than DTC or another qualified securities depository then serving or its nominee unless no qualified securities depository is the registered owner of the Bonds. If no qualified securities depository is the registered owner of the Bonds, notice of redemption shall be mailed to the registered owners of the Bonds. If a portion of a Bond is called for redemption, a new Bond in principal amount equal to the unredeemed portion thereof will be issued to the registered owner upon the surrender thereof.

In the case of an optional redemption, the notice may state that (1) it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, no later than the redemption date or (2) the County retains the right to rescind such notice on or prior to the scheduled redemption date (in either case, a "Conditional Redemption"), and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded as described herein. Any Conditional Redemption may be rescinded at any time. The County shall give prompt notice of such rescission to the affected Bondholders. Any Bonds subject to Conditional Redemption where redemption has been rescinded shall remain outstanding, and the rescission shall not constitute an event of default. Further, in the case of a Conditional Redemption, the failure of the County to make funds available on or before the redemption date shall not constitute an event of default, and the County shall give immediate notice to all organizations registered with the Securities and Exchange Commission as securities depositories or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

4. Execution and Authentication. The Bonds shall be signed by the manual or facsimile signature of the Chairman or Vice Chairman of the Board, shall be countersigned by the manual or facsimile signature of the Clerk or Deputy Clerk of the Board and the Board's seal shall be affixed thereto or a facsimile thereof printed thereon; provided, however, that if both of such signatures are facsimiles, no Bond shall be valid until it has been authenticated by the manual signature of an authorized officer or employee of the Registrar and the date of authentication noted thereon.

5. Bond Form. The Bonds shall be in substantially the form attached hereto, and incorporated herein by this reference, as Exhibit A, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the officers signing the Bonds, whose approval shall be evidenced conclusively by the execution and delivery of the Bonds.

6. Pledge of Full Faith and Credit. The full faith and credit of the County are irrevocably pledged for the payment of principal of and premium, if any, and interest on the Bonds. Unless other funds are lawfully available and appropriated for timely payment of the Bonds, the Board shall levy and collect an annual ad valorem tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all locally taxable property in the County sufficient to pay when due the principal of and premium, if any, and interest on the Bonds.

7. Registration, Transfer and Owners of Bonds. In the event that the Bonds are sold by competitive or negotiated public sale, U.S. Bank National Association, Richmond, Virginia, shall be and is hereby appointed as paying agent and registrar for the Bonds (the "Registrar"). The County may at any time replace the Registrar with another qualified bank or trust company. The Registrar shall maintain registration books for the registration and registration of transfers of Bonds. Upon presentation and surrender of any Bonds at the corporate trust office of the Registrar, together with an assignment duly executed by the registered owner or his duly authorized attorney or legal representative in such form as shall be satisfactory to the Registrar, the County shall execute and the Registrar shall authenticate, if required by Section 4, and deliver in exchange, a new Bond or Bonds having an equal aggregate principal amount, in authorized denominations, of the same form, right of redemption and maturity, bearing interest at the same rate, and registered in names as requested by the then registered owner or his duly authorized attorney or legal representative. Any such exchange shall be at the expense of the County, except that the Registrar may charge the person requesting such exchange the amount of any tax or other governmental charge required to be paid with respect thereto.

The Registrar shall treat the registered owner as the person exclusively entitled to payment of principal, premium, if any, and interest and the exercise of all other rights and powers of the owner, except that interest payments shall be made to the person shown as owner on the registration books on the Record Date.

In the event that the Bonds are sold by direct, private placement with one or more financial institutions, the Treasurer of the County is hereby appointed to serve as paying agent and registrar for the Bonds.

8. Sale of Bonds. The Board authorizes the sale of the Bonds upon the following terms. The Bonds may be sold by competitive bid, by negotiated sale, or by direct private placement with one or more financial institutions, as the County Administrator or the Chief Financial Officer, in collaboration with the Financial Advisor, determines to be in the best interests of the County. The County Administrator or the Chief Financial Officer, in collaboration with the Financial Advisor, is authorized and directed to determine (a) the aggregate principal amount of the Bonds, subject to the limitations set forth in Section 1, (b) the maturity dates, interest rates and purchase prices of the Bonds, subject to the limitations set forth in Section 2, (c) the redemption provisions of the Bonds, subject to the limitations set forth in Section 3, and (d) the dated date, the principal and interest payment dates and the Record Date of the Bonds, all as the County Administrator or the Chief Financial Officer determines to be in the best interests of the County.

If the County Administrator or the Chief Financial Officer determines to sell the Bonds by competitive bid, the County Administrator or the Chief Financial Officer shall receive bids for the Bonds and award the Bonds to the bidder providing the lowest “True” or “Canadian” interest cost, subject to the limitations set forth in Section 2. Following a competitive sale of the Bonds, the County Administrator, as Clerk of the Board, shall file a certificate setting forth the final terms of the Bonds with the County's permanent records. The actions of the County Administrator or the Chief Financial Officer in selling the Bonds by competitive sale shall be conclusive, and no further action with respect to the sale and issuance of the Bonds shall be necessary on the part of the Board.

If the County Administrator or the Chief Financial Officer determines to sell the Bonds by negotiated sale, the County Administrator or the Chief Financial Officer is authorized, in collaboration with the Financial Advisor, to choose any investment bank or firm to serve as underwriter for the Bonds and to execute and deliver to each such underwriter a bond purchase agreement (the “Bond Purchase Agreement”) in a form approved by the County Administrator or the Chief Financial Officer to reflect the final terms of the Bonds, and as approved as to form and correctness by the County Attorney. The execution thereof by the County Administrator or the Chief Financial Officer shall constitute conclusive evidence of his approval of the final form of the Bond Purchase Agreement. Following a negotiated sale, the County Administrator, as Clerk of the Board, shall file a copy of the Bond Purchase Agreement with the County's permanent records. The actions of the County Administrator or the Chief Financial Officer in selling the Bonds by negotiated sale to any underwriter shall be conclusive, and no further action with respect to the sale and issuance of the Bonds shall be necessary on the part of the Board.

If the County Administrator or the Chief Financial Officer determines to sell the Bonds through a direct private placement with one or more financial institutions, the County Administrator, as Clerk of the Board, shall file a certificate setting forth the final terms of the Bonds with the County's permanent records. The actions of the County Administrator or the Chief Financial Officer in selling the Bonds by direct, private placement with one or more financial institutions shall be conclusive, and no further action with respect to the sale and issuance of the Bonds shall be necessary on the part of the Board.

9. Notice of Sale; RFP for Private Placement of Bonds. If the Bonds are sold by competitive sale, the County Administrator or the Chief Financial Officer, in collaboration with the Financial Advisor, is authorized and directed to take all proper steps to advertise the Bonds for sale substantially in accordance with the form of Notice of Sale, a draft of which has been provided to the members of the Board, which is hereby approved; provided that the County Administrator or the Chief Financial Officer, in collaboration with the Financial Advisor, may make such changes in the Notice of Sale not inconsistent with the provisions of this Resolution as he may consider to be in the best interests of the County. The distribution of the Notice of Sale shall constitute conclusive evidence of the approval of the County Administrator or the Chief Financial Officer of any such changes.

If the Bonds are sold by direct private placement with one or more financial institutions, the County Administrator or the Chief Financial Officer, in collaboration with the Financial Advisor, is authorized and directed to take all proper steps to solicit proposals from qualified

financial institutions for the purchase of the Bonds through a request for proposals or other process to be instituted by the Financial Advisor on behalf of the County.

10. Official Statement. The form of Preliminary Official Statement describing the Bonds, a draft of which has been provided to the members of the Board, is approved as the form of the Preliminary Official Statement by which the Bonds will be offered for sale, with such completions, omissions, insertions and changes not inconsistent with this Resolution as the County Administrator or the Chief Financial Officer, in collaboration with the Financial Advisor, may consider appropriate, including changes as necessary to reflect a competitive sale or a negotiated sale. After the Bonds have been sold, the County Administrator or the Chief Financial Officer, in collaboration with the Financial Advisor, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this Resolution as are necessary or desirable to complete it as a final Official Statement, execution thereof by the County Administrator or the Chief Financial Officer to constitute conclusive evidence of his approval of any such completions, omissions, insertions and changes. The County shall arrange for the delivery to the underwriters of the Bonds of a reasonable number of copies of the final Official Statement, within seven business days after the Bonds have been sold, for delivery to each potential investor requesting a copy of the Official Statement and to each person to whom the underwriters initially sell Bonds.

11. Official Statement Deemed Final. The County Administrator or the Chief Financial Officer is authorized, on behalf of the County, to deem the Preliminary Official Statement and the Official Statement in final form to be final as of their dates within the meaning of Rule 15c2-12, as amended (the "Rule"), of the Securities and Exchange Commission, except for the omission from the Preliminary Official Statement of certain pricing and other information permitted to be omitted pursuant to the Rule. The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed final as of its date by the County, except for the omission in the Preliminary Official Statement of such pricing and other information permitted to be omitted pursuant to the Rule.

12. Preparation and Delivery of Bonds. After the Bonds have been awarded, the Chairman or Vice Chairman and the Clerk or Deputy Clerk of the Board are authorized and directed to take all proper steps to have the Bonds prepared and executed in accordance with their terms and to deliver the Bonds to the purchasers thereof upon payment therefor.

13. Escrow Agreement. The County Administrator, the County Treasurer and the Chief Financial Officer, or any of them, are authorized and directed to execute an escrow agreement (the "Escrow Agreement") between the County and U.S. Bank National Association, Richmond, Virginia, which is hereby appointed Escrow Agent (the "Escrow Agent"). The Escrow Agreement shall be in substantially the form of the draft of such agreement which has been provided to the members of the Board, and shall provide for the deposit and investment of a portion of the Bond proceeds for the defeasance of the Refunded Bonds. The Escrow Agreement shall be in such final form as approved by the County Administrator, the County Treasurer and the Chief Financial Officer, or any of them, in collaboration with the County Attorney and the County's bond counsel, the execution thereof by the County Administrator, the County Treasurer

and the Chief Financial Officer, or any of them, to constitute conclusive evidence of their approval of the Escrow Agreement. The Escrow Agreement shall provide for the irrevocable deposit of a portion of the Bond proceeds in an escrow fund which shall be sufficient, when invested in noncallable, direct obligations of the United States Government (the "Government Obligations"), to provide for payment of principal of and premium, if any, and interest on the Refunded Bonds; provided, however, that such Bond proceeds shall be invested in such a manner that none of the Bonds will be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and regulations issued pursuant thereto (the "Code"). The Escrow Agent is authorized and directed to execute an initial and final subscription form for the purchase of the Government Obligations.

14. Deposit of Bond Proceeds. The County Treasurer is authorized and directed (a) to provide for the delivery of the refunding portion of the Bond proceeds to the Escrow Agent for deposit in the escrow fund established by the Escrow Agreement, in an amount that will be sufficient, together with the interest thereon when invested as provided in the Escrow Agreement, (i) to pay when due the interest on the Refunded Bonds to the earliest practicable date on which they may be redeemed at the option of the County and (ii) to pay upon the earlier of maturity or redemption the principal of the Refunded Bonds, plus any interest accrued and unpaid to such redemption date, plus any applicable redemption premium, and (b) to provide for the deposit of the remaining proceeds of the Bonds in one or more special accounts to be used to pay or reimburse the County for the costs of the public school projects, public safety projects and road transportation projects to be financed with such portion of the proceeds of the Bonds, and to pay the costs of refunding the Refunded Bonds and issuing the Bonds.

15. Redemption of Refunded Bonds. The Chief Financial Officer and the County Treasurer, or either of them, is further authorized and directed to take all such further action as may be necessary or desirable in connection with the payment and refunding of the Refunded Bonds. The County Administrator or the Chief Financial Officer is authorized and directed to determine which maturities, if any, of the 2011A Bonds, the 2011B Bonds and the 2012A Bonds will constitute the Refunded Bonds. The Refunded Bonds are to be specifically and irrevocably called for redemption on, or on the earliest practicable date after, the date of issuance of the Bonds. The Escrow Agreement shall provide for notice of redemption to be given in accordance with the resolutions providing for the issuance of the Refunded Bonds to the registered owners of such Refunded Bonds.

16. Arbitrage Covenants. The County covenants that it shall not take or omit to take any action the taking or omission of which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and the regulations issued pursuant thereto (the "Code"), or otherwise cause interest on the Bonds to be includable in the gross income of the registered owners thereof under existing law. Without limiting the generality of the foregoing, the County shall comply with any provision of law which may require the County at any time to rebate to the United States any part of the earnings derived from the investment of the gross proceeds of the Bonds, unless the County receives an opinion of nationally recognized bond counsel that such compliance is not required to prevent interest on the Bonds from being includable in the gross income of the registered owners thereof

under existing law. The County shall pay any such required rebate from its legally available funds.

17. Non-Arbitrage Certificate and Elections. Such officers of the County as may be requested are authorized and directed to execute an appropriate certificate setting forth the expected use and investment of the proceeds of the Bonds in order to show that such expected use and investment will not violate the provisions of Section 148 of the Code, and any elections such officers deem desirable regarding rebate of earnings to the United States for purposes of complying with Section 148 of the Code. Such certificate and elections shall be in such form as may be requested by bond counsel for the County.

18. Limitation on Private Use. The County covenants that it shall not permit the proceeds of the Bonds or the facilities financed or refinanced with the proceeds of the Bonds to be used in any manner that would result in (a) 5% or more of such proceeds or the facilities financed or refinanced with such proceeds being used in a trade or business carried on by any person other than a governmental unit, as provided in Section 141(b) of the Code, (b) 5% or more of such proceeds or the facilities financed or refinanced with such proceeds being used with respect to any output facility (other than a facility for the furnishing of water), within the meaning of Section 141(b)(4) of the Code, or (c) 5% or more of such proceeds being used directly or indirectly to make or finance loans to any persons other than a governmental unit, as provided in Section 141(c) of the Code; provided, however, that if the County receives an opinion of nationally recognized bond counsel that any such covenants need not be complied with to prevent the interest on the Bonds from being includable in the gross income for federal income tax purposes of the registered owners thereof under existing law, the County need not comply with such covenants.

19. Continuing Disclosure Agreement. The Chairman or Vice Chairman of the Board and the County Administrator and such officer or officers of the County as either may designate are hereby authorized and directed to execute a continuing disclosure agreement (the "Continuing Disclosure Agreement") setting forth the reports and notices to be filed by the County and containing such covenants as may be necessary to assist the purchasers of the Bonds in complying with the provisions of the Rule. The Continuing Disclosure Agreement shall be substantially in the form attached as Appendix D to the draft Preliminary Official Statement circulated to the Board prior to this meeting, with such completions, omissions, insertions and changes that are not inconsistent with this Resolution.

20. SNAP Investment Authorization. The Board has previously received and reviewed an Information Statement describing the State Non-Arbitrage Program of the Commonwealth of Virginia ("SNAP") and the Contract Creating the State Non-Arbitrage Program Pool I (the "Contract"), and the Board has determined to authorize the County Treasurer to utilize SNAP in connection with the investment of the non-refunding portion of the proceeds of the Bonds, if the County Administrator or the Chief Financial Officer determines that the utilization of SNAP is in the best interests of the County. The Board acknowledges that the Treasury Board of the Commonwealth of Virginia is not, and shall not be, in any way liable to the County in connection with SNAP, except as otherwise provided in the Contract.

21. Official Intent. The County intends that the adoption of this resolution be considered as “official intent” within the meaning of the Treasury Regulations, Section 1.150-2, promulgated under the Code.

22. Other Actions. All other actions of officers of the County and the Board in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the Bonds are approved and confirmed. The officers of the County are authorized and directed to execute and deliver all certificates and instruments and to take all such further action as may be considered necessary or desirable in connection with the issuance, sale and delivery of the Bonds.

23. Repeal of Conflicting Resolutions. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

24. Filing of Resolution with Circuit Court. The County Administrator or the Chief Financial Officer is hereby directed to file a certified copy of this Resolution with the Circuit Court of Spotsylvania County, Virginia, promptly following its adoption.

25. Effective Date. This Resolution shall take effect immediately.

- 23. Reappointment of Jacob Pastwik to the FAMPO Bicycle and Pedestrian Advisory Committee;
- 24. Reappointment of Mark Cole as an Alternate to the Rappahannock Regional Jail Authority;
- 25. Reappointment of Travis Bird to the Rappahannock Regional Jail Authority;
- 26. Shift of Sheriff’s Office Insurance Reimbursements to Capital Projects for Vehicle Replacements;
- 27. Appointment of Timothy Welsh to the Economic Development Authority (Lee Hill District)

CONSENT AGENDA ITEMS FOR SEPARATE CONSIDERATION

Approval of an Additional Assistant Commonwealth’s Attorney Position for FY 2022

On a motion by Supervisor Yakabouski and passed unanimously, the Board adopted the resolution as follows:

VOTE:

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

RESOLUTION NO. 2021-77

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.

Funding for one additional Assistant Commonwealth's Attorney position, to be expended only by order of the Board of Supervisors as follows:

GENERAL FUND: \$76,498

Approval of Contract to IMEC Group, LLC for the Fire Station Co. 6 Bunkroom Addition

On a motion by Supervisor Yakabouski and passed unanimously, the Board approved the award of a contract to IMEC Group, LLC in the total amount of \$2,615,000.00 for the Fire Station Co. 6 Bunkroom Addition project.

VOTE:

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

Approval of Resolution for the Ending COVID-19 Local Emergency Declaration

On a motion by Supervisor Skinner and passed unanimously, the Board adopted the resolution as follows:

VOTE:

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

RESOLUTION NO. 2021-81

ENDING THE COVID-19 LOCAL EMERGENCY DECLARATION

WHEREAS, in December 2019, a novel coronavirus, designated COVID-19, was detected in China. Since that time, the disease spread to more than 180 locations worldwide, including the United States, the Commonwealth of Virginia, and Spotsylvania County; and

WHEREAS, the World Health Organization declared COVID-19 a “public health emergency of international concern,” and on January 31, 2020, the United States Department of Health and Human Services declared a national public health emergency; and

WHEREAS, Virginia Governor Ralph Northam declared a state of emergency in the Commonwealth of Virginia in response to the continued spread of COVID-19 on March 12, 2020; and

WHEREAS, the Spotsylvania County Board of Supervisors, in response to the continued spread of COVID-19 and pursuant to the “Commonwealth of Virginia Emergency Services and Disaster Law of 2000,” Virginia Code § 44-146.13, et seq., declared a state of emergency existed in Spotsylvania County, Virginia, effective March 1, 2020; and

WHEREAS, commonsense public health restrictions have kept many Virginians safe during the last year, and with vaccines now widely available – over three million Virginians are fully vaccinated and safe from serious illness or death caused by COVID-19;

NOW, THEREFORE, BE IT RESOLVED that the Spotsylvania County Board of Supervisors does hereby, pursuant to the requirements of Virginia Code § 44-146.21 (A), DECLARE that the local state of emergency existing in Spotsylvania County, Virginia, effective March 1, 2020, due to COVID-19 shall hereby END contemporaneously on the date an executive order is issued by the Governor of Virginia ending the state of emergency in the Commonwealth of Virginia declared in response to the continued spread of COVID on March 12, 2020.

Budget Adjustment & Appropriation Associated with Sheriff’s Office Career Development Program Implementation

On a motion by Supervisor Yakabouski and passed unanimously, the Board adopted the resolution as follows:

VOTE:

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

RESOLUTION NO. 2021-84

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 salaries and benefits associated with the full-year implementation of the Sheriff's Office Career Development program, to be expended only by order of the Board of Supervisors as follows:

GENERAL FUND: \$667,382

Budget Adjustment & Appropriation Associated with Reclassifications of Social Services Positions to Align with Market Conditions and Job Responsibilities

On a motion by Supervisor Yakabouski and passed unanimously, the Board adopted the resolution as follows:

VOTE:

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

RESOLUTION NO. 2021-85

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 DSS salaries and benefits related to reclassification and regrading of positions, to be expended only by order of the Board of Supervisors as follows:

GENERAL FUND: \$480,609

Chairman Marshall read the following statement:

I hereby declare that I have an interest in an item on the June 22, 2021 meeting agenda of the Spotsylvania County Board of Supervisors related to proposed raises for all County employees, as an employee of Spotsylvania County's Department of Economic Development and Tourism earning over \$5,000 annually. My disclosure is on file with the clerk and is available to the public for review. Ed/Aimee, please record this disclosure in the minutes of this meeting as required by law.

Chairman Marshall made a motion to add discussion of implementing full year raises for all county employees to the agenda. The motion passed unanimously.

VOTE:

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

On a motion by Supervisor McLaughlin and passed unanimously, the Board tabled discussion of implementing full year raises for all county employees until the July Board of Supervisors meeting.

VOTE:

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

PUBLIC PRESENTATIONS

Vincent Burchett addressed the Board during public presentations.

BOARD OF SUPERVISORS REPORTS

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

VDOT REPORT

Kyle Bates reviewed the June VDOT Report presented to the Board.

PRESENTATIONS/REPORTS BY OTHERS

VOTE – R19-0014 (RO19-0014) Hazel Run Glen / Patricia P. Preston (CeresHarrisonLand LLC) Courtland District

On a motion by Supervisor Ross and passed 5 to 2 with Supervisors Jett and Yakabouski opposed, the Board adopted the ordinance as follows:

VOTE:

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

AN ORDINANCE No. RO19-0014

To amend the zoning map to rezone approximately 58.61 acres from Residential 1 (R-1) to Planned Development Housing District 2 (PDH-2) with proffers.

PUBLIC HEARING: May 25, 2021

WHEREAS, Patricia P. Preston (CeresHarrisonLand LLC), requests the rezoning for a residential development consisting of not more than one hundred ten (110) single-family detached dwellings, with a maximum density of approximately 2 units per acre. The parcel is addressed as 5430 Harrison Road (RT. 620) and is approximately 1835 feet east of the intersection with Twin Springs Drive (RT. 1299). The parcel is located in the Primary Development Boundary. The property is in an area identified as Mixed Use on the Future Land Use Map of the Comprehensive Plan. Tax parcel 23 (A) 64A. Courtland Voting District; and

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

WHEREAS, the Spotsylvania County Planning Commission held a public hearing on February 17, 2021, duly advertised in a local newspaper for a period of two weeks, and interested citizens were given an opportunity to be heard, and which was continued to March 17, 2021; and

WHEREAS, on March 17, 2021 the Spotsylvania County Planning Commission recommended approval of the project, with proffers at the public hearing with a vote of 5-2; and

WHEREAS, the Spotsylvania County Board of Supervisors held a public hearing on May 25, 2021, duly advertised in a local newspaper for a period of two weeks, and interested citizens were given an opportunity to be heard. The Board of Supervisors voted 7-0 to close the public hearing and table the vote until June 22, 2021; 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 23-A-64A currently zoned Residential 1 (R-1) is rezoned to Planned Development Housing District 2 (PDH-2) with the proffered conditions dated April 19, 2021.

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

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

PUBLIC PRESENTATIONS

None

PRESENTATIONS/REPORTS BY OTHERS (cont'd)

Bond Referendum Update

Staff presented the projects/amounts to be included in the bond referendum on November 2, 2021. The categories and amounts recommended are as follows:

- Schools (\$206,800,000)
- Public Safety (\$32,162,474)
- Transportation (\$101,742,509)
- Parks & Recreation (\$58,000,000)

On a motion by Supervisor Skinner and passed unanimously, the Board approved the bond referendum as presented.

VOTE:

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

PUBLIC HEARINGS

Public Hearing on Ordinance to Establish Levy, Administer and Enforce a Local Cigarette Tax

Ms. Jewell presented.

Chairman Marshall opened the public hearing.

Name inaudible, Thornburg Citgo owner, spoke with concerns.

Chairman Marshall closed the public hearing.

On a motion by Supervisor and passed 5 to 2 with Supervisors McLaughlin and Yakabouski opposed, the Board adopted the ordinance as follows:

VOTE:

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

ORDINANCE NO. 21-93

To amend Chapter 21, Taxation, to add Article XV to establish, levy, administer and enforce a local tax upon the sale of cigarettes within Spotsylvania County and reordained, as follows:

PUBLIC HEARING: June 22, 2021

WHEREAS, staff has reviewed the code amendments and recommends approval as stated in the executive summary dated June 22, 2021; and

WHEREAS, the Spotsylvania Board of Supervisors held a public hearing, duly advertised in a local newspaper for a period of two weeks, on June 8, 2021 and June 15, 2021, 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:**

WHEREAS, Virginia Code § 58.1-3830 provides that effective on July 1, 2021, “[a]ny county, city, or town is authorized to levy taxes upon the sale or use of cigarettes;” and

WHEREAS, the County did not have any tax upon cigarettes as of January 1, 2020, and therefore Virginia Code § 58.1-3830(c)(1) sets the maximum rate at “two-cents (\$0.02) per cigarette sold;” and

WHEREAS, Virginia Code § 58.1-3832 provides that “[a]ny county, city, or town having a tax upon the sale or use of cigarettes may by ordinance, provide for the administration and enforcement of any such cigarette tax;” and

WHEREAS, the Board carefully considered the recommendations of the Commissioner of the Revenue, staff, Northern Virginia Cigarette Tax Board and the public testimony, if any, at the public hearing; and

WHEREAS, the Board desires to adopt this Ordinance No. 21-93 into the County Code and further finds that it will secure and promote the public health, safety, and general welfare of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Spotsylvania County Board of Supervisors on this the 22nd day of June, 2021, that Spotsylvania County Code Chapter 21, Article XV, be and it hereby is amended and reordained as follows, with all other portions remaining unchanged:

§ 1. That Chapter 21, is hereby **amended** and reordained as follows:

ARTICLE XV. –CIGARETTE TAX

Sec. 21-360. Short title.

This article shall be known and may be cited as the Spotsylvania County Cigarette Tax Ordinance.

(Ord. No. 21-93, 6-22-21)

Sec. 21-361. Definitions.

For the purposes of this article, the following words and phrases have the meanings respectively ascribed to them by this section, except in those instances where the context clearly indicates a different meaning:

Administrator means the person appointed by the NVCTB to exercise the authority provided herein.

Carton means any container, regardless of material used in its construction, in which packages of cigarettes are placed.

Cigarette means and includes any roll of any size or shape for smoking, whether filtered or unfiltered, with or without a mouthpiece, made wholly or partly of cut, shredded or crimped tobacco or other plant or substitute for tobacco, whether the same is flavored, adulterated or mixed with another ingredient, if the wrapper or cover is made of any material other than leaf tobacco or homogenized leaf tobacco, regardless of whether the roll is labeled or sold as a cigarette or by any other name.

Cigarette Machine Operator means any individual, partnership or corporation engaged in the sale of packages of cigarettes from vending machines.

County means Spotsylvania County, Virginia.

Dealer means and includes every manufacturer's representative, wholesaler, retailer, cigarette machine operator, public warehouseman or other person who sells, receives, stores, possesses, distributes or transports cigarettes within or into the County.

NVCTB means the Northern Virginia Cigarette Tax Board.

Package means and includes any container, regardless of the material used in its construction, in which separate cigarettes are placed without such cigarettes being placed into any container within the package. Packages are those containers of cigarettes from which they are consumed by their ultimate user. Ordinarily a package contains twenty cigarettes; however, "package" includes those containers in which fewer or more than twenty cigarettes are placed.

Person means and includes any individual, firm, unincorporated association, company, corporation, joint stock company, group, agency, syndicate, trust or trustee, receiver, fiduciary, partnership and conservator. The word "person" as applied to a partnership, unincorporated association or other joint venture means the partners or members thereof, and as applied to a corporation, includes all the officers and directors thereof.

Place of business means and includes any place where cigarettes are sold, placed, stored, offered for sale or displayed for sale or where cigarettes are brought or kept for the purpose of sale, consumption or distribution, including vending machines, by a dealer within the County.

Registered agent means and includes every dealer and other person required to report and collect the tax on cigarettes under the provisions of this article.

Retail dealer means and includes every person who, in the usual course of business, purchases or receives cigarettes from any source whatsoever for the purpose of sale within the County to the ultimate consumer; or any person who, in the usual course of business, owns, leases or otherwise operates within his own place of business, one or more cigarette vending machines for the purpose of sale within the County of cigarettes to the ultimate consumer; or any person who, in any manner, buys, sells, stores, transfers or deals in cigarettes for the purpose of sale within the County to the ultimate consumer, who is not licensed as a wholesaler or vending machine operator.

Sale or sell means and includes every act or transaction, regardless of the method or means employed, including barter, exchange or the use of vending machines or other mechanical devices or a criminal or tortious act whereby either ownership or possession, or both, of any cigarettes shall be transferred within the County from a dealer as herein defined to any other person for a consideration.

Stamp means a small gummed piece of paper or decal used to evidence provision for payment of the tax as authorized by the NVCTB, required to be affixed to every package of cigarettes sold, distributed, or used within the County.

Store or storage means and includes the keeping or retention of cigarettes in this County for any purpose except sale in the regular course of business.

Use means and includes the exercise of any right or power over any cigarettes or packages of cigarettes incident to the ownership or possession of those cigarettes or packages of cigarettes including any transaction where possession is given or received or otherwise transferred, other than a sale.

User means any person who exercises any right or power over any cigarettes or packages of cigarettes subject to the provisions of this Article incident to the ownership or possession of those cigarettes or packages of cigarettes or any transaction where possession is given or received or otherwise transferred, other than a sale.

Wholesale Dealers means any individual, partnership or corporation engaged in the sale of packages of cigarettes for resale into or within the County.

(Ord. No. 21-93, 6-22-21)

Sec. 21-362. Levy and rate.

In addition to all other taxes of every kind now or hereafter imposed by law, there is hereby levied and imposed by the County upon every person who sells or uses cigarettes within the County an excise tax at a rate of thirty cents (\$0.30) for each package containing twenty cigarettes and two cents (\$0.02) for each cigarette contained in packages of fewer or more than twenty cigarettes sold or used within the County on or after October 1, 2021. The tax must be paid and collected in the manner and at the time hereinafter prescribed; provided, that the tax

payable for each cigarette or cigarette package sold or used within the County must be paid but once.

(Ord. No. 21-93, 6-22-21)

Sec. 21-363. Methods of collection.

(a) The tax imposed by this section is evidenced by the use of a tax stamp and must be paid by each dealer or other person liable for the tax under a reporting method deemed by the NVCTB to carry out the provisions of this article. The stamps must be affixed in such a manner that their removal requires continued application of water or steam. Each dealer or other person liable for the tax is hereby required, and it shall be his duty, to collect, pay the tax and report the following as it relates to all packages of cigarettes on forms prescribed for this purpose by the NVCTB:

(1) The quantity of NVCTB-stamped cigarettes sold or delivered to:

(A) Each registered agent appointed by the NVCTB for which no tax was collected;

(B) Each manufacturer's representative; and

(C) Each separate person and place of business during the preceding calendar or fiscal month; and

(2) The quantity of NVCTB stamps on hand, both affixed and unaffixed, on the first and the last day of the preceding calendar or fiscal month and the quantity of NVCTB stamps or NVCTB stamped cigarettes received during the preceding calendar or fiscal month; and

(3) The quantity of cigarettes on hand to which the NVCTB stamp had not been affixed on the first and last day of the preceding calendar or fiscal month and the quantity of cigarettes received during the preceding calendar or fiscal month to which the NVCTB stamp had not been affixed; and

(4) Such further information as the Administrator may require for the proper administration and enforcement of this article for the determination of the exact number of cigarettes in the possession of each dealer or user.

(b) Each dealer or other person liable for the tax must file such reports with the NVCTB and pay the tax due to the NVCTB on, or prior to, the due date, and must furnish copies of all cigarette tax reports submitted to the Virginia Department of Taxation.

(c) When, upon examination and audit of any invoices, records, books, cancelled checks or other memoranda touching on the purchase, sale, receipt, storage or possession of tobacco products taxed herein, any dealer or other person liable for the tax is unable to furnish evidence to the NVCTB of sufficient tax payments and stamp purchases to cover cigarettes which were sold,

used, stored, received, purchased or possessed by him, the prima facie presumption arises that such cigarettes were received, sold, used, stored, purchased or possessed by him without the proper tax having been paid. The NVCTB must, from the results of such examination and audit based upon such direct or indirect information available, assess the tax due, impose a penalty of ten percent (10 %) and may impose interest of three-quarters per cent ($3/4$ %) per month of the gross tax due.

- (d) When any dealer or other person liable for the tax files a false or fraudulent report or fails to file a report or fails to perform any act or performs any act to evade payment of the tax, the NVCTB must administratively assess the tax due and impose a penalty not to exceed fifty percent (50 %) of the tax due and interest of three-quarters percent ($3/4$ %) per month of the gross tax due.
- (e) The dealer or other person liable for the tax must be notified by certified mail of such deficiency and such tax. Penalty and interest assessed is due and payable within ten (10) days after notice of such deficiency has been issued. Every dealer or other person liable for the tax is required examine each package of cigarettes to insure that the NVCTB stamp has been affixed thereto prior to offering them for sale.
- (f) Any dealer or other person liable for the tax who receives cigarettes not bearing the NVCTB stamp must, within one hour of receipt of such cigarettes, commence and with all reasonable diligence continue to affix the NVCTB stamp to each and every package of cigarettes until all unstamped packages of cigarettes have been stamped and before offering such cigarettes for sale. Any dealer or other person liable for the tax who has notified the NVCTB that he is engaged in interstate or intrastate business is permitted to set aside such part of his stock as may be legally kept for the conduct of such interstate or intrastate business (that is, cigarettes held for sale outside the jurisdiction of the NVCTB) without affixing the stamps required by this article. Any such interstate or intrastate stock must be kept entirely separate and apart from the NVCTB-stamped stock, in such a manner as to prevent the commingling of the interstate or intrastate stock with the NVCTB stock. Any dealer or other person liable for the tax found to have had untaxed cigarettes which have been lost, whether by negligence, theft or any other unaccountable loss, is liable for and must pay the tax due thereon.
- (g) It is also the duty of each dealer or other person liable for the tax to maintain and keep for a period of three years, not including the current calendar year, records of all cigarettes received, sold, stored, possessed, transferred or handled by him in any manner whatsoever, whether the same were stamped or unstamped, to make all such records available for audit, inspection and examination at all reasonable times, as well as the means, facilities and opportunity for making such audit, inspection or examination upon demand of the NVCTB.

(Ord. No. 21-93, 6-22-21)

Sec. 21-364. Registered agents.

- (a) Any dealer or other person liable for the tax who sells, uses, stores, possesses, distributes or transports cigarettes within or into the County must first make application to the NVCTB to

qualify as a registered agent. Such application blank, which shall be supplied upon request, shall require such information relative to the nature of the business engaged in by said applicant, as the NVCTB deems necessary for the administration and enforcement of this article. There is a yearly Registration Fee for all Wholesale Dealers and all Cigarette Machine Operators. Applicant must provide a surety bond to the NVCTB of 150 percent (150 %) of his average monthly tax liability with a surety company authorized to do business in the Commonwealth of Virginia. Such bond must be so written that, on timely payment of the premium thereon, it continues in force from year to year. Any applicant whose place of business is outside the County automatically, by filing his application, submits himself to the NVCTB's legal jurisdiction and appoints the Administrator for the NVCTB as his agent for any service of lawful process.

- (b) Upon receipt of the properly completed required application forms, and the required surety bond executed, the NVCTB shall determine whether the said applicant qualifies to be a registered agent. The NVCTB issues to each qualified applicant a yearly registered agent permit to qualify him to purchase, sell, use, store, possess, distribute or transport within or into the County, NVCTB-stamped cigarettes.
- (c) Registered agents agree to the reporting and payment requirements placed upon them by this article and the rules and regulations as from time to time may be promulgated by the NVCTB. When any registered agent's monthly report and payment of the tax is not received within the dates prescribed, the NVCTB must impose a late reporting penalty of ten percent (10 %) of the gross tax due or ten dollars (\$10.00) whichever is greater, but in no event more than \$1,000. The NVCTB also may require such registered agent to provide proof that he has complied with all applicable laws of the Commonwealth of Virginia to legally conduct such business and to file financial statements showing all assets and liabilities. The NVCTB may revoke or suspend any registered agent's permit due to failure to file tax reports in a timely manner, non-payment of taxes due, or if the cigarette tax surety bond should become impaired for any reason.
- (d) All money collected as cigarette taxes under this ordinance are deemed to be held in trust by the dealer collecting the same until remitted to the NVCTB.
- (e) Registered agents must account for all NVCTB authorized tax stamps purchased. Periodic audits may be conducted to determine any unaccounted variance between the number of stamps purchased and the number of stamps reported and an assessment made for all unaccounted for stamps. Any assessment of registered agents located outside the jurisdictions of the NVCTB is based upon the average sales of packages of cigarettes by jurisdiction during the audit period. For registered agents located within the jurisdictions of the NVCTB, any assessment is based upon the tax rate of the jurisdiction in which they are located. In addition, there is a penalty for non-reporting of ten per cent (10%) of the gross tax due.

(Ord. No. 21-93, 6-22-21)

Sec. 21-365. Requirements for retail dealers.

- (a) Retail dealers who sell, offer for sale, store, possess, distribute, purchase, receive or transport cigarettes for the purpose of sale within the County must purchase cigarettes only from registered agents giving or supplying the business trade name and business address of the location where the cigarettes will be placed for sale to the public. Cigarettes purchased for personal use cannot be brought into a business for resale. Only properly registered and licensed retail stores may sell cigarettes to the public. To be properly registered and licensed, a retail store must first have a valid Virginia state sales and use tax certificate and valid retail business license. Cigarettes must be purchased and stored separately for each business location. All copies of cigarette purchase invoices/receipts must be retained by the retailer for a period of three years and must be made available to Agents of the NVCTB upon request for use in conducting audits and investigations. All copies of cigarette purchase invoices/receipts must be stored at the business retail location for a period of one year from date of purchase. Failure to provide cigarette invoices/receipts may result in confiscation of cigarettes until receipts can be reviewed by the NVCTB to verify the proper tax has been paid. It is the responsibility of each retail location to insure that all cigarettes placed for sale or stored at that location be properly taxed and stamped. Cigarettes found without the NVCTB stamp or the proper jurisdictional tax paid will be seized by the Agents of the NVCTB.
- (b) Retail dealers must make their place of business available for inspection by Tobacco Revenue Agents to insure that all cigarettes are properly tax-stamped and all cigarette taxes are properly paid.

(Ord. No. 21-93, 6-22-21)

Sec. 21-366. Presumption of illegality; seizure of contraband goods, sealing/seizing of machines.

- (a) If any cigarette machine operator or other person liable for the tax imposed by this article is found to possess any cigarettes without the jurisdictional tax paid or the proper tax stamp affixed, there shall be a rebuttable presumption that any such operator or other person shall be in possession of untaxed cigarettes in violation of this section.
- (b) If any cigarettes are placed in any vending machines within the County, then there is a rebuttable presumption that such cigarettes were placed in that machine for sale within the County. If any vending machine located within the County contains cigarettes upon which the NVCTB tax stamp has not been affixed or on which the jurisdictional tax has not been paid or containing cigarettes placed so as to not allow visual inspection of the NVCTB tax stamp through viewing area as provided for by the vending machine manufacturer, then there is a rebuttable presumption that the machine contains untaxed cigarettes in violation of this article.
- (c) Any cigarettes, vending machines, cigarette tax stamps or other property found in violation of this Article must be declared contraband goods and may be seized by the NVCTB. In addition to any tax due, the dealer or other person liable for the tax possessing such untaxed cigarettes or tax stamps is subject to civil and criminal penalties herein provided.

- (d) In lieu of seizure, the NVCTB may seal such vending machines to prevent continued illegal sale or removal of such cigarettes. The removal of such seal from a vending machine by any unauthorized person is a violation of this Article. Nothing in this Article prevents the seizure of any vending machine at any time after it is sealed.
- (e) All cigarette vending machines must be plainly marked with the name, address and telephone number of the owner of said machine.

(Ord. No. 21-93, 6-22-21)

Sec. 21-367. Illegal acts.

- (a) It is unlawful and a violation of the Article for any dealer or other person liable for the tax:
 - (1) To perform any act or fail to perform any act for the purpose of evading the payment of any tax imposed by this article or of any part thereof, or to fail or refuse to perform any of the duties imposed upon him under the provisions of this Article or to fail or refuse to obey any lawful order which may be issued under this Article; or
 - (2) To falsely or fraudulently make, or cause to be made, any invoices or reports, or to falsely or fraudulently forge, alter or counterfeit any stamp, or to procure or cause to be made, forged, altered or counterfeited any such stamp, or knowingly and willfully to alter, publish, pass or tender as true any false, altered, forged or counterfeited stamp or stamps; or
 - (3) To sell, offer for sale, or distribute any cigarettes upon which the NVCTB tax stamp has not been affixed or upon which the jurisdictional tax has not been paid; or
 - (4) To possess, store, use, authorize or approve the possession, storage or use of any cigarette packages upon which the NVCTB tax stamp has not been affixed or upon which the jurisdictional tax has not been paid; or
 - (5) To transport, authorize or approve the transportation of any cigarette packages in quantities of more than sixty (60) packages into or within the county upon which the NVCTB tax stamp has not been affixed or upon which the jurisdictional tax has not been paid, if they are:
 - (A) Not accompanied by a receipt/bill of lading or other document indicating the true name and address of the consignor or seller and the consignee or purchaser and the brands and quantity of cigarettes transported; or
 - (B) Accompanied by a receipt/bill of lading or other document which is false or fraudulent in whole or part; or
 - (C) Accompanied by a receipt/bill of lading or other document indicating:

- (i) A consignee or purchaser in another state or the District of Columbia who is not authorized by the law of such other jurisdiction to receive or possess such tobacco products on which the taxes imposed by such other jurisdiction have not been paid unless the tax on the jurisdiction of destination has been paid and said cigarettes bear the tax stamps of that jurisdiction; or
 - (ii) A consignee or purchaser in the Commonwealth of Virginia but outside the taxing jurisdiction who does not possess a Virginia Sales and Use Tax Certificate and, where applicable, any licenses issued by the Commonwealth or local jurisdiction of destination; or
- (6) To reuse or refill with cigarettes any package from which cigarettes have been removed, for which the tax imposed has been theretofore paid; or
- (7) To remove from any package any stamp with intent to use or cause the same to be used after same has already been used or to buy, sell, or offer for sale or give away any used, removed, altered or restored stamps to any person, or to reuse any stamp which had theretofore been used for evidence of the payment of any tax prescribed by this Article or to sell, or offer to sell, any stamp provided for herein; or
- (8) To sell, offer for sale or distribute any loose or single cigarettes; or
- (9) To perform any act that violates the resolutions promulgated by the NVCTB.
- (b) It is unlawful and a violation of the Article for any person or individual to transport, possess, store, use, authorize or approve the possession, storage or use of any cigarette in quantities of more than sixty (60) packages upon which the NVCTB tax stamp has not been affixed or upon which the jurisdictional tax has not been paid.

(Ord. No. 21-93, 6-22-21)

Sec. 21-368. Powers of the Northern Virginia Cigarette Tax Board.

The NVCTB may delegate any of its powers to its Administrator or employees and may adopt regulations regarding the administration and enforcement of the provisions of this Article.

- (a) The County acknowledges that the NVCTB possesses the following powers in member jurisdictions and grants the NVCTB such powers in the County:
 - (1) To assess, collect and disburse the cigarette tax;
 - (2) To audit sales of cigarettes;
 - (3) To provide information to Commonwealth's attorneys or County attorney for the County;

- (4) To designate an Administrator whose authority extends to the County;
 - (5) To manage the Northern Virginia Cigarette Tax Funds;
 - (6) To retain a certified public accountant to audit the NVCTB books;
 - (7) To designate a depository bank or banks;
 - (8) To contract with member jurisdictions for administrative services;
 - (9) To hold and convey real and personal property;
 - (10) To enter into contracts;
 - (11) To hire, supervise and discharge its own employees;
 - (12) To sue and be sued in its own name;
 - (13) To prescribe the design of a stamp(s) and to issue and sell said stamps to authorized dealers;
 - (14) To establish different classes of taxpayers;
 - (15) To promulgate resolutions for the assessment and collection of cigarette taxes and the enforcement of this ordinance; and
 - (16) To conduct inspections of any place of business in order to enforce the provisions of this ordinance and all resolutions of the NVCTB.
- (b) The NVCTB may employ legal counsel, bring appropriate court action in its own name to enforce payment of the cigarette tax or penalties owed and file tax liens against property of taxpayers hereunder.
- (c) The NVCTB is authorized to enter into an agreement with the Virginia Department of Taxation under which a registered agent with the NVCTB who is also qualified to purchase Virginia Revenue Stamps, may qualify to purchase Dual Virginia-NVCTB stamps from the Virginia Department of Taxation. Authority to purchase dual Virginia-NVCTB stamps is granted solely by the NVCTB and may be revoked or suspended for violations of this ordinance or resolutions adopted by the NVCTB.
- (d) The NVCTB may appoint certain employees as Tobacco Revenue Agents, who are required to carry proper identification while performing their duties. Tobacco Revenue Agents are further authorized to conduct inspections of any place of business and have the power to seize or seal any vending machines, seize any cigarettes, counterfeit stamps or other property found in violation of this Article and have the power of arrest upon reasonable and probable cause that a violation of this Article has been committed. The NVCTB is authorized to

provide its tobacco revenue agents with (1) firearms for their protection; (2) emergency equipped vehicles while on duty; and (3) other equipment deemed necessary and proper.

- (e) The NVCTB may exchange information relative to the sale, use, transportation or shipment of cigarettes with an official of any other jurisdiction entrusted with the enforcement of the cigarette tax laws of said other jurisdiction.

(Ord. No. 21-93, 6-22-21)

Sec. 21-369. Jeopardy assessment.

If the Administrator determines that the collection of any tax or any amount of tax required to be collected and paid under this Article will be jeopardized by delay, he must make an assessment of the tax or amount of tax required to be collected and mail or issue a notice of such assessment to the taxpayer together with a demand for immediate payment of the tax or of the deficiency in tax declared to be in jeopardy, including penalties and interest. In the case of a current period, for which the tax is in jeopardy, the Administrator may declare the taxable period of the taxpayer immediately terminated and shall cause notice of such finding and declaration to be mailed or issued to the taxpayer together with a demand for immediate payment of the tax based on the period declared terminated and such tax will be immediately due and payable, whether or not the terms otherwise allowed by this Article for filing a return and paying the tax has expired.

(Ord. No. 21-93, 6-22-21)

Sec. 21-370. Erroneous assessment: notices and hearings in event of sealing of vending machines or seizure of contraband property.

- (a) Any person assessed by the NVCTB with a cigarettes tax, penalties and interest or any person whose cigarettes, vending machines and other property have been sealed or seized under processes of this Article, who has been aggrieved by such assessment, seizure or sealing may file a request for a hearing before the Administrator for the NVCTB for a correction of such assessment and the return of such property seized or sealed.
- (b) Where holders of property interest in cigarettes, vending machines or other property are known at time of seizure or sealing, notice of seizure or sealing must be sent to them by certified mail within twenty-four (24) hours. Where such holders of property interests are unknown at time of seizure or sealing, it is sufficient notice to such unknown interest holders to post such notice to a door or wall of the room or building which contained such seized or sealed property. Any such notice of seizure or sealing must include procedures for an administrative hearing for return of such property seized or sealed as well as affirmative defenses set forth in this section which may be asserted.
- (c) Such hearing must be requested within ten (10) days of the notice of such assessment, seizure or sealing and must set forth the reasons why said tax, penalties and interest, cigarettes, vending machines or other property should be returned or released. Within five (5) days after receipt of such hearing request the Administrator must notify the petitioner by certified mail

of a date and time for the informal presentation of evidence at a hearing to be held within fifteen (15) days of the date notification is mailed. Any such request for hearing must be denied if the assessed tax, penalties and interest have not been paid as required or if the request is received more than ten (10) days from first notice to the petitioner of such seizure or sealing. Within five (5) days after the hearing, the Administrator must notify the petitioner, by registered mail, whether his request for a correction has been granted or refused.

- (d) Appropriate relief shall be given by the Administrator if he is convinced by the preponderance of the evidence that said seized cigarettes were in the possession of a person other than the petitioner without the petitioner's consent at the time said cigarettes, vending machines or other property were seized or sealed or that petitioner was authorized to possess such untaxed cigarettes. If the Administrator is satisfied that the tax was erroneously assessed, he must refund the amount erroneously assessed together with any interest and penalties paid thereon and return any cigarettes, vending machines or other property seized or sealed to the petitioner. Any petitioner who is dissatisfied with the written decision of the NVCTB may within thirty (30) days of the date of such decision, appeal such decision to the Circuit Court in and for the County.

(Ord. No. 21-93, 6-22-21)

Sec. 21-371. Disposal of seized property.

Any seized and confiscated cigarettes, vending machines or other property used in the furtherance of any illegal evasion of the tax may be disposed of by sale or other method deemed appropriate by the NVCTB after any petitioner has exhausted all administrative appeal procedures. No credit from any sale of cigarettes, vending machines, or other property seized is allowed toward any tax and penalties assessed.

(Ord. No. 21-93, 6-22-21)

Sec. 21-372. Extensions.

The Administrator, upon written application and a finding of good cause, may grant an extension of time for a period not exceeding thirty (30) days to file a tax report. Except as hereinafter provided, no interest or penalty may be charged, assessed or collected by reason of the granting of such an extension.

(Ord. No. 21-93, 6-22-21)

Sec. 21-373. Penalty for violation of article.

Any person violating any of the provisions of this Article is guilty of a Class 1 misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than \$2,500.00 or imprisonment for not more than twelve (12) months or by both such fine and imprisonment. Such fine and/or

imprisonment does not relieve any such person from the payment of any tax, penalty or interest imposed by this Article.

(Ord. No. 21-93, 6-22-21)

Sec. 21-374. Violations of Ordinance.

The sale, storage, or transportation of any quantity of cigarettes upon which the NVCTB tax stamp has not been affixed or the proper jurisdictional tax has not paid, or the possession of more than sixty (60) packages of cigarettes upon which the NVCTB tax stamp has not been affixed or the proper jurisdictional tax has not been paid, constitutes a violation of this Article.

(Ord. No. 21-93, 6-22-21)

Sec. 21-375. Severability.

If any section, phrase, or part of this Article should for any reason be held invalid by a Court of competent jurisdiction, such decision shall not affect the remainder of the Article; and every remaining section, clause, phrase or part thereof shall continue in full force and effect.

(Ord. No. 21-93, 6-22-21)

BE IT FURTHER ORDAINED that this Ordinance shall be effective on July 1, 2021, after acceptance of Spotsylvania County as a member locality to the NVCTB and the Board authorizes the execution of an agreement with the NVCTB and its member localities, as applicable.

(Ord. No. 21-93, 6-22-21)

State Law reference – Authority for above tax, Code of Virginia § 58.1-3830, et seq. and 15.2-1300

§ 2. This ordinance shall be in force and effect on July 1, 2021.

Public Hearing on Ordinance Approving County's Membership in the Northern Virginia Cigarette Tax Board and the Associated Agreement

Ms. Jewell presented.

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

On a motion by Chairman Marshall and passed 5 to 2 with Supervisors McLaughlin and Yakabouski opposed, the Board adopted the ordinance as follows:

VOTE:

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

ORDINANCE NO. 2021-01

**AN ORDINANCE TO APPROVE THE
NORTHERN VIRGINIA CIGARETTE TAX AGREEMENT**

WHEREAS, Virginia Code § 58.1-3830 provides that effective on July 1, 2021, “[a]ny county, city, or town is authorized to levy taxes upon the sale or use of cigarettes;” and

WHEREAS, Virginia Code § 58.1-3832 provides that “[a]ny county, city, or town having a tax upon the sale or use of cigarettes may by ordinance, provide for the administration and enforcement of any such cigarette tax;” and

WHEREAS, the Northern Virginia Cigarette Tax Board (“NVCTB”) has been established pursuant to Virginia Code § 15.2-1300 for the joint administration, collection, and enforcement of the cigarette tax ordinances of its member jurisdictions; and

WHEREAS, Spotsylvania County is within the territorial jurisdiction of the NVCTB; and

WHEREAS, membership in the NVCTB requires the Board of Supervisors to approve by ordinance a substantially similar form of the NVCTB agreement attached hereto as Exhibit 1 and fully incorporated herein by reference; and

WHEREAS, the Board of Supervisors carefully considered the recommendations of the Commissioner of the Revenue, staff, Northern Virginia Cigarette Tax Board and the public testimony, if any, at the public hearing; and

WHEREAS, the Board of Supervisors desires to adopt this uncodified Ordinance No. 2021-01 and further finds that it will secure and promote the public health, safety, and general welfare of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Spotsylvania County Board of Supervisors on this the 22nd day of June, 2021, that the Northern Virginia Cigarette Tax Agreement in substantially similar form to Exhibit 1 is approved and the County Administrator authorized, as of July 1, 2021, to execute it on behalf of Spotsylvania County, and to take other such administrative action as necessary to effectuate this approval.

Public Hearing for the Conveyance of Utility Easement to Dominion Energy Tax Map 47-A-152

Mr. Loveday presented.

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

On a motion by Supervisor McLaughlin and passed unanimously, the Board approved conveyance of a utility easement to Dominion Energy on the County owned parcel Tax Map 47-A-152.

VOTE:

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

CLOSED MEETING

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

VOTE:

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

RESOLUTION NO. 2021-86

To Adjourn into a Closed Meeting

WHEREAS, the Spotsylvania County Board of Supervisors desires to adjourn into a Closed Meeting for discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of the County, specifically, the County Attorney; and

WHEREAS, the Spotsylvania County Board of Supervisors desires to adjourn into a Closed Meeting for consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body, specifically

regarding the matter of *The Board of Supervisors of the County of Orange, Virginia v. Sustainable Property Holdings, LLC, et al.*, filed in the Circuit Court for the County of Orange, Virginia, Case No. CL20-275; and

WHEREAS, pursuant to Va. Code Ann. § 2.2-3711(A)(1) and (7), 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 aforesated matters.

RETURN TO OPEN MEETING AND CERTIFICATION

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

VOTE:

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

RESOLUTION NO. 2021-87

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.

On a motion by Supervisor Skinner and passed unanimously, the Board approved the employment contract for Karl Holsten, County Attorney.

VOTE:

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

NEW BUSINESS

None

ADJOURNMENT

On a motion by Supervisor Ross and passed unanimously, the Board adjourned its meeting at 8:03 p.m.

VOTE:

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

Aimee R. Mann
Deputy Clerk to the Board of Supervisors

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

Meeting Date:	July 27, 2021
Title:	Appointment of Travis King to the Citizen Budget Review Committee (Battlefield District)

Type:	Action
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Agenda Title:	Appointment of Travis King to the Citizen Budget Review Committee (Battlefield District)
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Recommendation:	Mr. Yakabouski recommends the Board of Supervisors appoint Travis King to the Citizen Budget Review Committee (CBRC) representing the Battlefield District. Per the bylaws, the terms shall coincide with the appointing Board member. The term will commence immediately and expire December 31, 2021.
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Non-Staff Name and Title of Presenters:	N/A
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Summary:	Mr. Yakabouski would like to appoint Travis King to the CBRC representing the Battlefield District. The term will commence immediately and expire December 31, 2021.
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Financial Impact:	N/A
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Staff Contacts:	Niki Woodard, Assistant to County Administration
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Additional Background/Other Considerations:	N/A
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Consequence of Denial/Inaction:	The Battlefield position will remain vacant.
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Talking Points:	N/A
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ATTACHMENTS:

File Name	Description	Type
Travis_King_Resume.docx	Resume	Resume

TRAVIS KING

4630 Alliance Way, Fredericksburg, VA 2240 (540) 841-5538 trking@aol.com

SUPPLY CHAIN MANAGEMENT | CONTRACTS | LOGISTICS | OPERATIONS

Strategic, resourceful operations leader with extensive experience in procurement, contract management, and supply chain operations. Served as a trusted advisor to a C-suite leader and senior executives on all supply chain initiatives, trusted partner in project management, resource allocation, and cost performance—expert at assessing problems, identifying alternatives, and making decisions to allocate resources to meet objectives. Utilizes Lean/Kaizen and various other operational excellence initiatives to boost performance. Proven leadership/influencing skills, influence organizations' highest levels, and shape business outcomes.

- High-quality research and problem-solving skills.
- Strong ability to collect and analyze quantitative and qualitative data.
- Excellent analytical, interpersonal, and oral and written communication skills.
- Experience managing financial analysis, budget formulation, and overseeing contracts.
- Microsoft Office (Word, Excel, Access, PowerPoint), Lawson, ECRI, GHX, Oracle, PeopleSoft
- **Areas of Expertise:** Logistics Management, Process Improvement, Workflow Optimization, Operations Management, Team Building / Training, Integrated Supply Chain, Quality Management / QA, Procedures Development, Troubleshooting & Strategizing, Lean Processes & Six Sigma, Project Management, Risk Management, Risk Analysis, Contracting, Acquisition, Business Process Management, Change Management, Business Process Improvement, Strategic Planning, Procurement, Supply Chain Management, Contingency Operations, Budgeting, Leadership, Business Development, Customer Relationship Management, Negotiations Communication, Territory Management, Problem Resolution, Project Management, Cost Analysis, Process Improvement, Strategic / Tactical Planning, Budgets, DOD Acquisition, Contract Administration

SUMMARY OF QUALIFICATIONS

Project Management: Participated in developing project plans, operating plans, and supporting budgets: determining scope, methods, and resource requirements and schedules for projects. Provided input to requirements statements for acquisition and participated in technical evaluations.

Administrative Operations: Managed a variety of training programs for staff. Tracked performances, handled timekeeping, work completions, and customer surveys. Monitored costs and records. Trained staff on customer service operations, customer service points, issues, and resolutions. Managed budgets, approving purchase requests, managing a variety of financial systems: managed procurement and purchasing requests.

Logistics Management: Demonstrated experience of advanced management systems, organizational practices and principles; comprehensive and thorough knowledge and understanding of acquisition, and operations of logistical, maintenance, and supply support, and the interrelationships among these programs to have an effective logistics program. Implemented program requirements, manpower, material, facilities, and services for support designated programs.

Contract & Acquisition: Possess extensive knowledge of various contract types, methods of contracting, and selection factors in planning appropriate strategies to procure complex requirements and to conduct negotiations in the pre-award and post-award phases of contracting. Program objectives, technical terminology, and uses of equipment or services procured sufficient to participate in planning, negotiating, and contract administration.

PROFESSIONAL EXPERIENCE

Director of Materials Management

Charles E. Smith Life Communities (CESLC)

11/2019--Present

Hours Per Week: 40

Directs the day-to-day cost, quality for outsourced Clinical Engineering, Imaging, Supply Chain, laboratory, and Pharmacy services. Exercises oversight, stewardship, and program management on all supply chain and logistics functions to ensure compliance with statutes, regulations, governing policies, and directives; manages and transforms logistics operations.

Leadership & Management

- Leads a team of Supply Chain Professionals who support the Largest Nursing Home in the state of Maryland.
- Reviews all Purchase orders, and invoices for contract price verification.
- Manages the Supply Chain Database to ensure accurate data was imported.
- Implemented and managed the Medical Supply Distribution agreement, which improved service and provided savings of 20%
- Actively participated in the organization's Safety and Emergency Management Committees.
- Partnered with IT to improved access to contract pricing for all equipment or software licenses.

Operations Management

- Managed the preparation and tracking of departmental budgets—sustained & prepared payment processing for outside contractors and vendors.
- Composes, designs, edits, and prepares various correspondence, documents, and reports for the department, including spreadsheets, graphs, and charts. Identified computer applications to perform required duties most effectively.
- Prioritizes and coordinated projects and followed through on any issues on time.

Process Improvement

- Assist clients in determining business issues and recommending solutions to drive business value using Lean Six Sigma methodology. Identifies waste in processes and drive a culture of continuous improvement. Saved \$35k a year utilizing lean methods.
- Utilizes business knowledge aligned to business objectives, processes, measurements, and tools to analyze client business issues, formulate hypotheses and testing conclusions to determine appropriate solutions, and collaborate with and advise improvement project sponsors, managers, and leaders to prioritize, shape, and deliver continuous process improvement projects.

Assistant Operations Director

Med Star Georgetown, Washington DC

05/2017-11/2019

Hours Per Week: 40

Managed a staff of 24 with 4 direct reports within a 24/7 operation, including the following areas of responsibility: Vendor management, Receiving; Distribution Center; Equipment management, Linen management, distribution to over 60 + clinical units. Directly managed a \$12M annual medical supply spend. Optimized Medical products/services while minimizing resource requirements, risk, and cost by implementing standardization, reducing duplication, and leveraging resources such as people, technology, and communication. Assessed and planned for risk identification and mitigation. Identified/resolves all program issues and monitors/reports progress.

Leadership & Management

- Co-chaired the Value Analysis Committee and communicates product conversions to clinical staff and ensures product availability.
- Participate in the recruitment of the supply chain staff and annual appraisal.
- Presented and collaborated with senior leadership, managers, and directors to develop supply chain strategies that best service the customer's needs while applying lean management principles.
- Led teams of warehouse personnel to ensure appropriate levels of stock are held to meet the normal operational requirement and safety stock to cover unanticipated spikes in demand.

People Operations

- Maintained staffing plans and personnel actions. Provide input to performance evaluations. Recommend training to enhance skills. Implement Equal Employment Opportunity (EEO) and diversity standards. Established professional development activities to drive performance and to improve business services.

Process Improvement

- Managed all Physical Inventories and cycles counts, which led to a 10% inventory reduction.
- Reviewed purchase history and identified areas for product standardization, which led to a 5% savings.
- Identified and implemented actions to maximize customer service, minimize the logistic costs, and inventories and accelerate the physical flows from suppliers to customers.

Logistics/Inventory Leadership

- Continually drove down operating costs, eliminate waste and non-value-added activities by utilizing various methodologies such as 5S, and Lean
- Lead teams of warehouse personnel to ensure appropriate stock levels are held to meet normal operational requirements and safety stock to cover unanticipated spikes in demand.
- Served as the Logistic Chief during all Emergency preparedness Drills.
- Collaborate with key vendors to ensure that vendor maintains appropriate levels of stock on high use products.

Director Materials Management

Birmingham Green, Manassas, Virginia

08/2013-05/2017

Hours Per Week: 40

Provided leadership to the Purchasing and Materials Management departments daily operations. Evaluated, selected, and negotiated all terms and conditions with vendors, including all legal and business terms and conditions, to reduce the risk for a 340-bed Nursing Home /Assisted Living. Managed staff to optimize material flow from vendors to maximize service levels to operating units and efficiency of product handling. Managed team to ensure optimization of material flow from vendors to optimize service levels to operating units and product handling efficiency.

- Managed contract negotiation, termination, and administration of complex awards over \$150,000; advising management on procurement/contracting policy, regulations, and processes; processing requirements from acquisition planning through contract closeout. Led a team responsible for planning, negotiating, and managing various aspects of the procurement process, working with a wide range of contracting methods and contracts to plan and carry out pre-award and post-award procurement actions.
- Simplified and Standardized routine sourcing activities to enable focus on value-added strategic sourcing activities.
- Negotiate favorable sourcing terms with Suppliers, including returns and payment terms.
- Identify opportunities for bundling group spend and supplier relationships for cost savings and demonstrate P&L impact.
- Coordinated and managed construction projects. Coached buyers in their negotiation skills.
- Assists Buyers with any issues associated with vendor delivery and product damage.
- Source special or unique products for customers and negotiate pricing.
- Managed outsources service contracts For Environmental/Laundry Services, Safety and Security services, and ensured contract compliance.

- Partnered with the facilities/Nursing Department during the annual Capital and Budget planning process to obtain the lowest equipment purchases and services.
- Managed the Group Purchasing Organization diverse portfolio, which resulted in a 30 percent cost reduction in the medical and non-medical categories within 24 months.
- Provided vendor management, including out-sourced IT support. Conducted data-driven analysis and purchased, standardized, and streamline Organizational IT products, which improved product life cycle by 20%. Managed Print Services with a unified fleet of printers; Secure the Visitor Badge Management System.

Contract Analyst

Inova Health System, Falls Church, Virginia

08/2011-08/2013

Hours Per Week: 40

Coordinated, organized, and administered all phases of contract management, including supervising contract-related activities. Led negotiations for contracts and ensured contracts were processed on a timely basis. Reviewed contracts and negotiated with provider/contractor simple contract language changes to ensure compliance with appropriate laws and regulations.

- Benchmark pricing and perform complex analysis of enterprise data to identify and present savings opportunities.
- Tracked the progress of contract activities, providing status updates to internal and external parties, compiling and analyzing contract data, and maintaining historical contract information.
- Supported contract audit request with documentation and pricing eligibility data to support the GPO.
- Assist in problem-solving relative to pricing and contract compliance.
- Validated final cost to target cost through market research and benchmarking.
- Analyzed cost increase requests and work with the contracting team to mitigate the increases.
- Tracked supply prices and analyze business impact. Participated in tactical vendor relationship & discussions.
- Tracked vendor performance and scorecard results, execute follow-up actions as a result when required.

Buyer

Wake Med Cary Hospital, Cary, North Carolina

02/2008 -08/2011

Hours Per Week: 40

Managed orders with suppliers, monitored backlog, and daily order status report. Adjusted schedules as needed, executed/modified Pos with overdue shipments and open orders Ensured that all requirements for purchasing, storage, and transportation of materials adhere to hospital, federal, and state laws.

- Prepared and obtained quotations from qualified suppliers.
- Comply with all purchasing policies, procedures, and processes.
- Manage the cost of goods through skilled negotiations and optimizing purchase quantities.
- Track delivery schedule and assure proper materials arrive on-time.
- Communicate proactively with internal customers on issues with specifications, price, delivery, and quality. Participated in qualifying new suppliers.
- Expedited materials for shortage management. Coordinate returns to the vendor for discrepant material from receiving inspection.

Operation Manager (Purchasing and Warehouse Management)

US Navy

10/2000- 01/2008

Hours Per Week: 40

Oversaw, managed and directed the day-to-day logistics functions to meet program goals. Manage strategic planning and enhanced performance accountability to improve business procedures and practices. Managed and execute office support functions, including purchasing, inventory control, contracting, space management, information technology support, records maintenance, and human capital. Provided advice, guidance, and consultation to officials concerning the interpretation and application of analyses.

Received the following awards for exemplary performance: Deputy Commander's Certificate of Highest Recognition, Navy and Marine Corps Achievement Medal Gold Star (Awarded twice), and a Letter of Commendation.

- Reviewed purchase requisitions for clarity, compliance, detail, completeness, and obtain additional information considered necessary. Placed, monitored, and maintained purchase orders that met quality, delivery, and cost
- Operated and maintained control over operation maintenance, spaces, equipment, supplies, and provisions for 300 bed living quarters. Managed contracted maintenance services and reduced services call by 10%
- Ordered supplies and equipment for 1000 service members and prepared purchase orders and reduced cost by 20%
- Managed inventory valued at 450K ensured cost reductions.
- Provided monthly training to staff on purchasing and contract methods, which increased customer's satisfaction by 30%

EDUCATION

Bachelor of Arts – University of Phoenix

Major- Management

MHA- University of Phoenix -Jul 2021

Major- Business Administration

Lean Six Sigma Black Belt 2013

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

Meeting Date: July 27, 2021

Title: Approval of Contract Modification #4 to Marion Enterprises, Inc. & Related Budget Adjustment for the Change Order to Merchants Square Building Renovation Project

Type: Action

Agenda Title: Approval of Contract Modification #4 to Marion Enterprises, Inc. & Related Budget Adjustment for the Change Order to Merchants Square Building Renovation Project

Recommendation: Approval of contract modification #4 to Marion Enterprises, Inc. in the total amount of \$215,168.85, and related budget adjustment for the Merchants Square Building Renovation change order to modify the existing plan for the third floor restroom layout.

The initial contract for the Merchants Square Building Renovation project was previously approved by the Board on January 26, 2021. This change order is increasing the amount of the current contract by an additional \$215,168.85 (15.1%) in order to modify the initial plan of the third floor. This contract modification will provide construction services and materials for three private restroom facilities, two private offices, and improving an emergency egress corridor. These improvements allow for Social Services and Economic Development operations to each make use of the third floor spaces. It is anticipated that the third floor renovations will take approximately eight weeks to complete.

Summary: The current funding in the Merchants Square project is insufficient to cover this change order in addition to paying the balance of the existing contract costs and security/technology work anticipated in the building. Staff has reviewed the available balances in other existing capital projects and determined that the \$250,000 originally budgeted for the FY 2021 Security

Camera Replacement Program (an on-going, annual program) was not needed in FY 2021 and may be used to fund this Merchants Square project change order. The attached budget adjustment shifts the full \$250,000 from the FY 2021 Security Camera Replacement Program project to the Merchants Square project. Upon completion of the Merchants Square project, any remaining balance will be presented to the Board for return to the Capital Projects Fund balance as is usual practice.

Committee/Commission Summary:

Finance Committee

Review Date:

July 22, 2021

Status:

Approved

Financial Impact:

The attached budget adjustment shifts \$250,000 available within the FY 2021 Security Camera Replacement Program project to the Merchants Square project to allow for funding of this change order.

Staff Contacts:

Ben Loveday, Assistant County Administrator – Community Operations
Josh Knight, Division Director of Public Works
Toni Vaughan, Procurement Division Administrator

Consequence of Denial/Inaction:

Denial of the contract modification and budget adjustment will suspend the efforts to provide operational and facility improvements to the Social Services and Economic Development departments occupying the third floor of Merchants Square.

ATTACHMENTS:

File Name	Description	Type
Modification_#4_Merchants_Square_Renovation_-_for_BOS.pdf	Contract Mod #4 - Marion Enterprises	Contract
Project_Budget_Wrksht.pdf	Project Budget Worksheet - CO for Merchants Square	Backup Material
Merchants_Square_Building_Renovation_-_Budget_Adjustment.pdf	Budget Adjustment - CO Merchants Square	Budget Amendment

MODIFICATION #4
TO
SPOTSYLVANIA COUNTY
CONTRACT AGREEMENT FOR CONSTRUCTION SERVICES
Merchants Square Building Renovation
Contract #21-05-TV

In accordance with the Spotsylvania County Contract Agreement for Construction Services, Contract #21-05-TV, Modification #4 is made as of _____, 2021 by and between Spotsylvania County, a political subdivision of the Commonwealth of Virginia, ("COUNTY"); and MARION ENTERPRISES, INC., a Virginia Corporation, ("CONTRACTOR").

WITNESSETH:

WHEREAS the COUNTY and the CONTRACTOR entered into an agreement titled "Spotsylvania County Contract Agreement for Construction Services Contract #21-05-TV" made as of January 27, 2021, to obtain construction services for the Merchants Square building renovation for Spotsylvania County ("AGREEMENT"), and

WHEREAS the COUNTY and the CONTRACTOR have determined that it is to their mutual benefit to modify the AGREEMENT, dated January 27, 2021, by entering into this "Modification #4 to Spotsylvania County Contract Agreement for Construction Services Contract #21-05-TV".

NOW, THEREFORE, the COUNTY and the CONTRACTOR, in consideration of the mutual promises herein contained, and intending to be legally bound, do hereby agree to accept Marion Enterprises, Inc. change order request incorporated into Moseley Architects Change Order as follows:

- Change Order No. 003 for Modification to the Third Floor Restroom Layout, PCO signed by Contractor on July 7, 2021, Contract increase of \$215,168.85 and a fifty-six (56) day time extension

Modification #4 shall increase the contract amount by TWO HUNDRED FIFTEEN THOUSAND ONE HUNDRED SIXTY-EIGHT DOLLARS AND EIGHTY-FIVE CENTS (\$215,168.85), and extend the substantial completion to 270 calendar days and extend the final completion to 284 calendar days from the date of the Notice to Proceed. Substantial and final completion dates are now slated for November 12, 2021 and November 26, 2021, respectively.

Original Contract Amount: January 27, 2021	\$1,372,891.00
Modification #1 (Increase)	\$34,402.55
Modification #2 (Increase)	\$16,545.28
Modification #3 (Increase)	\$3,873.71
Modification #4 (Increase)	<u>\$215,168.85</u>
Contract Amount Incorporating Modification #4	\$1,642,881.39

Except as provided herein, the AGREEMENT remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Modification #4 to be duly executed by their duly authorized officials as of the date first written above.

SPOTSYLVANIA COUNTY, VIRGINIA

MARION ENTERPRISES, INC.

By: _____
EDWARD PETROVITCH Dated
COUNTY ADMINISTRATOR

By: *Daniel E. Michaelson*
DANIEL MICHAELSON Dated
TREASURER



SPOTSYLVANIA COUNTY

Merchants Square Renovations

Project Budget Worksheet

Project #: GP1505

	Current Balance*	Revisions	Revised Balance
	(as of July 16, 2021)	(July 27, 2021)	(July 27, 2021)
<u>Project Costs:</u>			
Construction	\$563,908	(\$215,169)	\$348,739
Marion Enterprises, Inc.	\$0	\$215,169	\$215,169

Total Project Costs	\$563,908	\$0	\$563,908
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Project Funding:

Cash*	\$563,908	\$0	\$563,908
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Total Project Funding	\$563,908	\$0	\$563,908
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Note:

*Excludes the \$288,770 balance of the existing construction contract and \$360,332 approved for replacement furniture for the project on June 22, 2021. Includes the \$250,000 requested to be shifted from the FY 2021 Security Camera Replacement Program project (no longer needed) as part of this agenda item.

FY 2022 Budget Amendment Request Form

Date: July 19, 2021

Department: Public Works/Budget

Contact person: Ben Loveday/Bonnie Jewell

Phone #: 540-507-7307 / 540-507-7583

Explanation of need for budget amendment: The current funding in the Merchants Square project is insufficient to cover this change order in addition to the paying the balance of the existing contract costs and security/technology work anticipated in the building. Staff has reviewed the available balances in other existing capital projects and determined that the \$250,000 originally budgeted for the FY 2021 Security Camera Replacement Program (an on-going, annual program) was not needed in FY 2021 and may be used to fund this Merchants Square project change order. The attached budget adjustment shifts the full \$250,000 from the FY 2021 Security Camera Replacement Program project to the Merchants Square project. Upon completion of the Merchants Square project, any remaining balance will be presented to the Board for return to the Capital Projects Fund balance as is usual practice.

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

Revenue Accounts Adjusted		Amount	
Acct #		\$	
	Total Revenue Adjustment	\$	

Expenditure Accounts Adjusted		Amount	
Acct #	310-9120-802.80-01 (GP2111) – Machinery & Equipment	\$	(250,000)
Acct #	310-9120-802.89-03 (GP1505) – Construction	\$	250,000
	Total Expenditure Adjustment	\$	0

Note: If amendment is between expenditure accounts only, net impact must be zero.

Position FTE Change		
Position Title	Existing FTE	Adjusted FTE

Transfer requests must be signed by the requestor(s). In the case of transfers between departments or capital projects, the transfer request must be signed by the director of each affected department, or by the project manager of each affected capital project. A typed signature will be accepted.

Ben Loveday, Assistant County Administrator

Bonnie Jewell, Assistant County Administrator

Name, Department

Name, Department

Recommendations

Budget: ☒ recommended ☐ not-recommended

Explanation if not recommended:

County Admin: ☒ recommended ☐ not-recommended

Explanation if not recommended:

Finance Committee: ☒ recommended ☐ not-recommended

Explanation if not recommended:

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

Meeting Date: July 27, 2021

Title: Approval of Contract to Atlantic Constructors, Inc.
for Plumbing Services

Type: Action

Agenda Title: Approval of Contract to Atlantic Constructors, Inc.
for Plumbing Services

Recommendation: Approve the award of a contract to Atlantic Constructors, Inc. to provide on-call plumbing services. This contract will allow for as needed plumbing services, as well as small scale improvement projects, not to exceed \$100,000 per project. The contract has been reviewed and approved as to form by the County Attorney's Office.

An Invitation for Bid (IFB) was issued by the Spotsylvania County Procurement Division to solicit bids from qualified contractors to provide plumbing services. Two (2) bids were received for this procurement and the average hourly rate for all positions for each response is as follows:

Summary:

CONTRACTOR	AVERAGE OF ALL YEAR 1 REGULAR HOURLY RATE POSITIONS
Gainesville Plumbing, LLC	\$106.15
Atlantic Constructors, Inc.	\$87.60

Financial Impact:

Adequate funding is budgeted and appropriated within the Utilities/Public Works FY22 budget for award of this contract for this purpose.

Staff Contacts:

Ben Loveday, Assistant County Administrator –
Community Operations
Ryan Smith, Division Director of Facilities
Management

Toni Vaughan, Procurement Division Administrator

Legal Counsel:

Will Moore, Senior Assistant County Attorney

Additional Background/Other Considerations:

This contract shall have an initial term limit of one (1) year and will automatically renew for two (2) additional one year terms at the option of Spotsylvania County at the pricing identified in the contract.

Consequence of Denial/Inaction:

Ongoing plumbing services needed for county facilities, as well as small scale improvement projects will be significantly delayed if this contract is not approved. This contract will provide readily available services to expedite response actions for plumbing services to assure timely response and continuity of operations.

ATTACHMENTS:

File Name	Description	Type
Contract_- _Atlantic_Constructors_Inc._- _Plumbing_Services_- _for_BOS.pdf	Contract - Atlantic Constructors - Plumbing	Contract

SPOTSYLVANIA COUNTY
CONTRACT AGREEMENT
FOR GOODS AND SERVICES
Contract #21-29-TV

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

WITNESS:

WHEREAS, the COUNTY desires to obtain goods and services required for plumbing services for Spotsylvania County; and

WHEREAS, CONTRACTOR desires to provide goods and services required for plumbing services for 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, #21-29-TV between COUNTY and CONTRACTOR; and
2. County of Spotsylvania Invitation for Bid (IFB) #21-29-TV, dated May 27, 2021; including Attachments A and B; and
3. Attachment B, Bid Form, IFB #21-29-TV, Plumbing Services, submitted by Atlantic Constructors, Inc., signed and dated on June 14, 2021.

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 plumbing services for the COUNTY.

2.2. This Agreement shall have an initial term from date of award through July 31, 2022 and shall automatically renew for two (2) additional one (1) year terms at the option of the COUNTY. Prices shall remain fixed as identified herein.

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 at the rates contained in this provision of the Agreement, in accordance with any requirements and limitations specified and as follows:

PLUMBING SERVICES							
JOB TITLE/POSITION	Unit	Year 1 Date of Award – July 31, 2022 Regular	Year 1 Date of Award – July 31, 2022 Emergency	Year 2 August 1, 2022 – July 31, 2023 Regular	Year 2 August 1, 2022 – July 31, 2023 Emergency	Year 3 August 1, 2023 – July 31, 2024 Regular	Year 3 August 1, 2023 – July 31, 2024 Emergency
Project Manager	HOUR	\$95.00	\$142.50	\$97.00	\$145.50	\$99.00	\$148.50
Plumbing Supervisor	HOUR	\$100.00	\$150.00	\$102.00	\$153.00	\$104.00	\$156.00
Plumbing Master Tech	HOUR	\$95.00	\$142.50	\$97.00	\$145.50	\$99.00	\$148.50

PLUMBING SERVICES							
JOB TITLE/POSITION	Unit	Year 1 Date of Award – July 31, 2022 Regular	Year 1 Date of Award – July 31, 2022 Emergency	Year 2 August 1, 2022 – July 31, 2023 Regular	Year 2 August 1, 2022 – July 31, 2023 Emergency	Year 3 August 1, 2023 – July 31, 2024 Regular	Year 3 August 1, 2023 – July 31, 2024 Emergency
Plumbing Tech	HOUR	\$90.00	\$138.00	\$92.00	\$138.00	\$94.00	\$141.00
Plumbing Apprentice	HOUR	\$58.00	\$87.00	\$60.00	\$90.00	\$62.00	\$93.00

4.3. Payments shall occur as follows:

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

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

1. Within seven (7) days after receipt of any amounts paid to the CONTRACTOR under this Agreement, (i) pay any subcontractor for its proportionate share of the total payment received from the COUNTY attributable to the work under the Contract Documents performed by such subcontractor, or (ii) notify the COUNTY and the subcontractor, in writing, of its intention to withhold all or part of the subcontractor's payment and the reason therefore;
2. Provide its federal employer identification number or social security number, as applicable, before any payment is made to the CONTRACTOR under this 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 \$1,000,000 combined single limit bodily injury and property damage. This coverage shall include liability for use of hired and non-owned vehicles; and
3. Workers' Compensation – in compliance with all states in which CONTRACTOR does business, including Coverage B Employer's liability in not less than the following amounts:
 - i. Bodily Injury by accident \$100,000 for each accident;
 - ii. Bodily Injury by disease, \$500,000 policy limit; and
 - iii. Bodily Injury by disease, \$100,000 for each employee.

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

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

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

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

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

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

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

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

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

1. Conforming to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;
2. Not employing illegal alien workers or otherwise violating the provisions

of the Immigration Reform and Control Act of 1986 and Virginia Code §2.2-4311.1;

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

Pursuant to Section 2.2-4311.2 if 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:
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:

Shawn Fellin, Manager, Services and Special Projects
Atlantic Constructors, Inc.
1401 Battery Brooke Pkwy.
Richmond, VA 23237

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 #21-29-TV:

SPOTSYLVANIA COUNTY, VIRGINIA

By: _____
EDWARD PETROVITCH Dated
COUNTY ADMINISTRATOR

ATLANTIC CONSTRUCTORS, INC.

By:  _____
SHAWN FELLIN Dated 7/19/2021
MANAGER, SERVICES AND SPECIAL PROJECTS

Approved as to form:

 7-19-21
COUNTY ATTORNEY Dated

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

Meeting Date:	July 27, 2021
Title:	Approval of Contract Modification #4 for Renewal #3 to Univar USA, Inc. for Wastewater Treatment Chemicals

Type:	Action
Agenda Title:	Approval of Contract Modification #4 for Renewal #3 to Univar USA, Inc. for Wastewater Treatment Chemicals
Recommendation:	Approval of contract modification #4 for renewal with Univar USA, Inc. to provide wastewater treatment chemicals for the Utilities/Public Works Department. The contract modification has been approved as to form by the County Attorney's Office.
Summary:	The initial contract with Univar USA, Inc. to provide wastewater treatment chemicals was approved by the Board of Supervisors on June 26, 2018. This is the third renewal year of a five-year renewable contract at the option of the County.
Financial Impact:	Adequate funding is budgeted and appropriated within the Utilities/Public Works FY22 budget for award of this contract modification for this purpose.
Staff Contacts:	Ben Loveday, Assistant County Administrator Toni Vaughan, Procurement Division Administrator
Legal Counsel:	Will Moore, Senior Assistant County Attorney
Additional Background/Other Considerations:	Wastewater Treatment Chemicals under this contract with Univar USA, Inc. are purchased on an as needed basis and delivered to the following locations: Massaponax Wastewater Treatment Plant, FMC Wastewater Treatment Plant and Thornburg Wastewater Treatment Plant.
Consequence of Denial/Inaction:	Failure to approve these contracts will leave the designated facilities without a service provider to deliver the Wastewater Treatment Chemicals required

to treat water at the Wastewater Treatment Plants.

ATTACHMENTS:

File Name	Description	Type
Modification_#4_Renewal_#3_-_Univar_-_WWTC_-_for_BOS.pdf	Contract Modification - Univar - WWTC	Contract

MODIFICATION #4
TO
SPOTSYLVANIA COUNTY CONTRACT AGREEMENT
FOR GOODS AND SERVICES
Contract #18-19-TV-01

THIS MODIFICATION #4 TO SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS AND SERVICES is made as of _____, 2021 by and between BOARD OF SUPERVISORS OF SPOTSYLVANIA COUNTY, a political subdivision of the Commonwealth of Virginia, ("COUNTY"); and UNIVAR USA INC., a Washington Corporation, ("CONTRACTOR") in good standing and duly licensed to transact business in Virginia.

WITNESSETH:

WHEREAS, the COUNTY and the CONTRACTOR entered into an Agreement titled "SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS AND SERVICES Contract #18-19-TV-01", ("AGREEMENT") dated June 28, 2018, to obtain wastewater treatment chemicals for Spotsylvania County; and

WHEREAS, the AGREEMENT was subsequently renewed and/or modified by "Modification #1 to Spotsylvania County Contract Agreement for Goods and Services, Contract #18-19-TV-01" dated and executed on July 11, 2019, "Modification #2 to Spotsylvania County Contract Agreement for Goods and Services, Contract #18-19-TV-01" dated and executed on November 4, 2019 and "Modification #3 to Spotsylvania County Contract Agreement for Goods and Services, Contract #18-19-TV-01" dated and executed on July 28, 2020 ("MODIFIED AGREEMENTS"); 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 28, 2018 and subsequent MODIFIED AGREEMENTS; 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 #4 to Spotsylvania County Contract Agreement for Goods and Services Contract #18-19-TV-01".

NOW, THEREFORE, the COUNTY and the CONTRACTOR in consideration of the mutual promises herein contained, and intending to be legally bound, do hereby modify terms and conditions of the AGREEMENT and MODIFIED AGREEMENTS 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 August 1, 2021 through July 31, 2022 and may be renewable for two (2) additional one (1) year terms at the option of the COUNTY. Any adjustment to pricing for future years shall be equal to or less than the unadjusted percent change of the latest twelve (12) months for which statistics are available as indicated in Industrial Commodities/Chemicals and Allied Products category of the PPI, Table 8, of the Producer Price Index of the United States Bureau of Labor Statistics, U.S. Department of Labor. Should this index be superseded, the COUNTY reserves the right to select another appropriate index.

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

4.2. The COUNTY agrees to pay fees at the rates contained in this provision of the AGREEMENT, in accordance with any requirements and limitations specified, as follows:

Item #	Description	Name of Manufacturer of Product	Delivery Location(s)	Unit of Measure	Unit Price
1	Sodium Hypochlorite (12.5% Liquid)	BleachTech	FMC & Massaponax	Gallon	\$0.8600
2	Soda Ash (Light) - truckload	Genesis	FMC, Massaponax, & Thornburg	Pounds	\$0.3200
3	*Soda Ash (Light) – 1 pallet (54 bags)	Genesis	Thornburg	Pounds	\$0.4800
4	*Soda Ash (Light) – 3 pallets (162 bags)	Genesis	Thornburg	Pounds	\$0.4200
5	*Soda Ash (Light) – 4 pallets (216 bags)	Genesis	Thornburg	Pounds	\$0.3900
6	Caustic Soda (50% Liquid)	Univar	Massaponax	Gallons	\$2.080

*Note – 1 pallet contains 54 bags

Except as hereby modified, the AGREEMENT and MODIFIED AGREEMENTS remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties by agreement hereto have caused Modification #4 to Spotsylvania County Contract Agreement for Goods and Services Contract #18-19-TV-01 to be duly executed by their duly authorized officials, made as of the date first written above and effective August 1, 2021.

SPOTSYLVANIA COUNTY, VIRGINIA

By: _____
EDWARD PETROVITCH Dated
COUNTY ADMINISTRATOR

UNIVAR USA, INC.

By:  7/16/2021
MICHAEL CREA Dated
MUNICIPAL SPECIALIST

Approved as to form:

 7-16-21

COUNTY ATTORNEY Dated

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

Meeting Date: July 27, 2021

Title: Approval of Letter Requesting a Certain Waiver
Associated with the FY 2022 Virginia Sexual and
Domestic Violence Victim Fund Grant Award

Type: Action

Agenda Title: Approval of Letter Requesting a Certain Waiver
Associated with the FY 2022 Virginia Sexual and
Domestic Violence Victim Fund Grant Award

Recommendation: Staff recommends that the Board of Supervisors
approve the attached letter to the Virginia Criminal
Justice Services Board (CJSB) requesting a waiver
from the non-supplanting requirement for the FY 2022
Virginia Sexual and Domestic Violence Victim Fund
(VSDVVF) Grant Award.

Spotsylvania County has been a grant recipient of VSDVVF for the past 16 years. Throughout this time, these funds have been primarily used to partially pay the salary of a full-time Assistant Commonwealth Attorney while working on VSDVVF-eligible cases. As part of the development of the FY 2022 budget, the Office of Budget and Grants included the anticipated grant revenue of \$45,000 to assist in paying for this position. However, on March 1, 2021 the County was notified by Department of Criminal Justice Services (DCJS) staff that due to decreases in federal and state victim services funding, the County could submit a continuation grant application in the amount of only one-half of our FY 2021 VSDVVF award – a \$22,500 reduction. DCJS further advised that if funding were approved for FY 2022, it would be available only for the first six months of the fiscal year. Grantees were encouraged to find additional funding streams as it was likely that the VSDVVF grant program was not sustainable beyond FY 2022's 50% funding level.

Having received this communication from DCJS

Summary:

during the course of the FY 2022 budget development process, the County's Budget staff reduced the assumed FY 2022 grant revenue from the original estimate of \$45,000 to \$22,500 and included an additional \$22,500 of local funds to maintain the full-time Assistant Commonwealth Attorney position within the budget. On May 20, 2021, after the County had adopted its FY 2022 budget, the County received notification that the CJSB approved the reallocation of federal funds to supplement the state funds to provide full (100%) continuation VSDVVF funding in FY 2022 at \$45,000.

However, Special Condition 7 of the award has a non-supplanting requirement. County staff have discussed the request for a waiver of this requirement with DCJS personnel and have been advised that this request cannot be approved. The attached letter requests that the CJSB consider this matter and take action which would allow the County to use the now available additional funding for support of the salary for the full-time Assistant Commonwealth Attorney working on VSDVVF eligible as it has been used for each of the past 16 years and as it would have been used had we not been officially notified by DCJS that 50% of the funding was to be reduced for FY 2022.

Financial Impact:

None at this time as this is a request for a waiver from the non-supplanting requirement for the FY 2022 VSDVVF grant award. If approved by the CJSB, \$22,500 of local funds can be replaced with state grant funds.

Staff Contacts:

Bonnie Jewell, Assistant County Administrator/Chief Financial Officer
Annette D'Alessandro, Grants Manager

Consequence of Denial/Inaction:

If this request is denied, the County will forego the opportunity to request replacing \$22,500 of local funds with state funds.

ATTACHMENTS:

File Name	Description	Type
CJSB_Letter_for_Nonsupplanting_Waiver.docx	Letter	Letter
March_1_Memo_-_Reduced_Funding.pdf	Memo 1	Backup Material
May_20_Memo.pdf	Memo 2	Backup Material
July_15_-_Response_No_Waiver.pdf	Memo 3	Backup Material

July 27, 2021

Criminal Justice Services Board
c/o Virginia Department of Criminal Justice Services
Attn: Laureen Hyman
1100 Bank Street
Richmond, VA 23219

Reference: FY 2022 Virginia Sexual and Domestic Violence Victim Fund Request for Waiver of Non-supplanting Requirement for Grant Award 1284

Dear Mr. Chairman/Madam Chairwoman,

On behalf of the Spotsylvania County Board of Supervisors, I respectfully request that the Criminal Justice Services Board (CJSB) consider the removal of Grant Special Condition 7 for the FY 2022 Virginia Domestic Violence Victims Fund (VSDVVF) Grant Program award. Specifically, Special Condition 7 states, "Funds made available through this award will not be used to replace State or local funds that would, in the absence of this grant, be made available for the same purposes."

Spotsylvania County is pleased and grateful to have been a grant recipient of VSDVVF for the past 16 years. Throughout this time, these funds have been primarily used to partially pay the salary of a full-time Assistant Commonwealth Attorney while working on VSDVVF-eligible cases. As part of the development of the FY 2022 budget, the Spotsylvania County Office of Budget and Grants originally included the anticipated continuing grant revenue of \$45,000 to assist in paying for this position. However, on March 1, 2021, the County was notified by Department of Criminal Justice Services (DCJS) staff that due to decreases in federal and state victim services funding, the County could submit a continuation grant application in the amount of only one-half of our FY 2021 VSDVVF award – a \$22,500 reduction. DCJS further advised that if funding were approved for FY 2022, it would be available only for the first six months of the fiscal year. Grantees were encouraged to find additional funding streams as it was likely that the VSDVVF grant program was not sustainable beyond FY 2022's 50% funding level.

Having received this communication from DCJS during the course of the FY 2022 budget development process, the County's Budget staff reduced the assumed FY 2022 grant revenue from the original estimate of \$45,000 to \$22,500 and backfilled the DCJS-informed reduction in grant revenue with \$22,500 of local funds to maintain the full-time Assistant Commonwealth Attorney position within the budget. On May 20, 2021, *after having adopted its FY 2022 budget*, the County received notification that the CJSB approved the reallocation of federal funds to supplement the state funds to provide full (100%) continuation VSDVVF funding in FY 2022 at \$45,000.

Although the County is appreciative of this additional funding as well as past years' funding, Special Condition 7 precludes the County from using this \$22,500 funding where it is most needed to pay for the salary of the Assistant Commonwealth Attorney that is tasked with prosecuting VSDVVF-eligible cases. County staff members have discussed the request for a waiver from the non-supplanting requirement with DCJS personnel and have been advised that this request cannot be approved. I am requesting that the CJSB consider this matter and take action to allow the County to use this now available additional funding as it has been used for each of the past 16 years.

Thank you in advance for your consideration of our request to waive the non-supplanting requirement for the FY 2022 VSDVVF grant award.

Sincerely,

Kevin Marshall
Chairman
Spotsylvania County Board of Supervisors



MEMORANDUM

TO: All Virginia Sexual and Domestic Violence Victim Fund Sub-Recipients

FROM: Tierra Smith, VSTOP and VSDVVF Grant Program Coordinator

DATE: March 1, 2021

SUBJECT: Fiscal Year 2022 Virginia Sexual and Domestic Violence Victim Fund Grant Awards

The current funding cycle for the Virginia Sexual and Domestic Violence Victim Fund (VSDVVF) grant program expires on June 30, 2021. As you are aware, earlier this year, we notified grantees of our decision to restructure the awarding process in an effort to promote the sustainability of the funding source. We had anticipated that the FY 2022-2024 grant application guidelines would offer a continuation application process for current VSDVVF Prosecution Grantees, and a competitive application process for all other program types.

However, as we continue to monitor VSDVVF revenue, deposits into the state special fund that support this grant are precipitously declining. While the Appropriations Act includes \$3 million per year for the VSDVVF, the revenues collected from fees deposited into the special fund for the grant program are significantly less than the appropriated amount. Between FY 2019 and FY 2020, there was an approximately \$600,000 decrease in revenue into the fund (from approximately \$2.4 million to \$1.8 million). Based on revenue for the first six months of FY 2021, we anticipate an additional \$500,000 to \$600,000 decrease in revenue this year. Considering these significant declines, the current grant program is not sustainable.

DCJS has made the decision to **continue existing grant awards for the first six (6) months of FY 2022** (July-December 2021) for all current VSDVVF sub-recipients. The grant continuation will provide level funding to VSDVVF sub-recipients using the current FY 2021 approved budget amounts. **During this six-month extension, we strongly encourage programs to secure other funding and to prepare your programs for an end to your current grants.** Please understand that due to the shortfall in revenue, the VSDVVF grant program will look significantly different and many, if not most, current grants will likely not continue in calendar year 2022.

DCJS will continue to monitor revenue levels as well as assess the projects currently supported by these grant funds. These efforts will allow us to better estimate the expected deposits into the fund and its capacity for supporting future grants.

To ensure that your organization receives the FY 2022 six-month continuation, all current VSDVVF grantees will be required to complete a face sheet, budget and budget narrative, and applicable attachments via the new [On-line Grant Management System \(OGMS\)](#) by March 22, 2021. Your

submitted budget for FY 2022 may not exceed one-half of your current (FY 2021) total award amount in GMIS. To locate your current budget, log into [GMIS](#) under your FY 2021 VSDVVF grant number, go to View Budgets, and select Current Budget.

Instructions for completing these tasks as well as additional resources can be found at the [OGMS Training & Resources Page](#). For questions regarding OGMS please email ogmssupport@dcjs.virginia.gov (and include your grant name and grant number). The VSDVVF Grant Program Coordinator is also available to provide technical assistance and support during the continuation process via email at tierra.smith@dcjs.virginia.gov.

Importantly, due to staff attrition or other factors, sub-recipients may also opt to terminate their VSDVVF projects prior to the end of the six-month continuation period **without penalty to any current or future grant opportunities**. For additional information on the early termination process please do not hesitate to contact me. No extensions to the six-month continuation period will be permitted.

I aim to provide timely and accurate assistance that helps you to offer the best victim services. I look forward to working with you during this continuation period. Please contact me at tierra.smith@dcjs.virginia.gov if you have any questions or concerns. Your support is greatly appreciated in this time of transition.



COMMONWEALTH of VIRGINIA

Department of Criminal Justice Services

Shannon Dion
Director

Megan Peterson
Chief Deputy Director

Washington Building
1100 Bank Street
Richmond, Virginia 23219
(804) 786-4000
www.dcjs.virginia.gov

TO: Virginia Sexual and Domestic Violence Victim Fund Grant Program Recipients

FROM: Thomas Okuda Fitzpatrick, Division Director, Division of Programs and Services

DATE: May 20, 2021

SUBJECT: Fiscal Year 2022 Virginia Sexual and Domestic Violence Victim Fund Grant Awards

The Virginia Sexual and Domestic Violence Victim Fund (VSDVVF) is a state special fund that was established to provide grants for services to victims of and children affected by sexual violence, domestic violence, stalking, and family abuse. Funding from this grant program supports projects in prosecutors' offices and in other victim-serving organizations. Over the course of several years, there has been a significant reduction in the revenues generated for the VSDVVF. Earlier this year, we notified grantees of our decision to restructure the awards to be only for six months in an effort to promote the sustainability of the funding source. We also shared that we would be working diligently to identify additional methods to allow for continuation of the program.

We are pleased to report that we recently received approval to utilize funds from our federal Byrne/Justice Assistance Grant (JAG) awards. As such, when the Criminal Justice Services Board met today, it approved supplementing the VSDVVF grant program. You will soon receive an award package for a one-year award at an amount double the six-month budget you submitted.

During this one-year continuation award period, we still encourage programs to seek other funding options. We will continue to monitor revenue levels as well as assess the projects currently supported by these grant funds. These efforts will allow us to better estimate the expected deposits into the fund and its capacity for supporting future grants.

All grant recipients will receive training and technical assistance related to the conditions and requirements of the supplemental funds. Please ensure that the appropriate program staff are registered within the On-line Grant Management System (OGMS) to ensure receipt of training notices and program announcements.

DCJS is committed to ensuring that all grant recipients are in a position to continue to provide services to the best of their ability. I look forward to working with you during this continuation period. Please contact Tierra Smith at tierra.smith@dcjs.virginia.gov if you have any questions or concerns.



COMMONWEALTH of VIRGINIA

Department of Criminal Justice Services

Shannon Dion
Director

Megan Peterson
Chief Deputy Director

Washington Building
1100 Bank Street
Richmond, Virginia 23219
(804) 786-4000
www.dcjs.virginia.gov

To: Annette D'Alessandro, Grants Manager, Spotsylvania County

From: Kristina Vadas, DCJS Victims Services Manager

Date: July 15, 2021

Subject: Virginia Sexual and Domestic Violence Victim Fund Fiscal Year 2022 Award
Request for Waiver of Non-Supplanting Requirement

This memo is in response to your request of a waiver of the non-supplanting requirement for your Fiscal Year 2022 Virginia Sexual and Domestic Violence Victim Fund (VSDVVF) Award. Following email correspondence and a conference call on July 13, 2021, DCJS staff were able to obtain additional details regarding your request and your office's financial situation. At the conclusion of the conference call, we advised that we would assess the information provided to determine if this constituted supplanting.

After reviewing the information provided, it was determined that the proposal to re-allocate Spotsylvania County funds already designated/allocated to your FY 2022 VSDVVF Award would be a form of supplantation.

As advised in May 2021, we are not able to waive the non-supplanting requirement for grant funds administered by DCJS. VSDVVF recipients were advised that if you had already secured other funds, you can decline the grant award (without penalty to any current or future grant opportunities) or you can accept the portion of the grant award that is not supplanted. You may also choose to supplement (increase the services offered by) your current project with the additional funds.

We appreciated the opportunity to further discuss this matter with you. DCJS is committed to ensuring that all grant recipients are in a position to continue to provide services to the best of their ability. If you have any other questions, please contact me, Tierra Smith, or your Grant Monitor, Erin Osiol. Thank you.

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

Meeting Date: July 27, 2021

Title: Approval of Purchase Orders to Atlantic Emergency Solutions, Inc. for 2022 Pierce Enforcer Tanker for Brokenburg Fire Station #2 and 2022 Pierce Enforcer Pumper for Partlow Fire Station #3

Type: Action

Agenda Title: Approval of Purchase Orders to Atlantic Emergency Solutions, Inc. for 2022 Pierce Enforcer Tanker for Brokenburg Fire Station #2 and 2022 Pierce Enforcer Pumper for Partlow Fire Station #3

Recommendation: Approval of a purchase orders to Atlantic Emergency Solutions, Inc. for the purchase of a 2022 model year Pierce Enforcer Tanker – Purchase Order #21096 in the amount of \$913,680.00 and a 2022 model year Pierce Enforcer Pumper – Purchase Order #21097 in the amount of \$759,526.00. Both pieces of equipment are replacements for aging apparatus.

Summary: A Request for Proposal was issued by Sourcewell formerly National Joint Powers Alliance (NJPA) on January 11, 2018 for Firefighting Apparatus, with Related Equipment, 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 Atlantic Emergency Solutions, Inc.

The County is purchasing a 2022 model year Pierce Enforcer Tanker for Brokenburg Fire Station #2 and a 2022 model year Pierce Enforcer Pumper for Partlow Fire Station #3.

Financial Impact: Adequate funding is budgeted and appropriated within project FR2202, for award of this contract for this purpose.

Staff Contacts: Jay Cullinan, FREM Chief, Steve Cooper, FREM Deputy Chief, Operations, Toni Vaughan, Procurement Division Administrator

Legal Counsel: Will Moore, Senior Assistant County Attorney

Additional Background/Other Considerations: The purchase orders have been approved as to form by the County Attorney’s Office and are attached.

Consequence of Denial/Inaction: Failure to purchase the replacement tanker and pumper will result in continued increased maintenance and repair costs associated with keeping the much older apparatus in a response-ready status. This would jeopardize the reliability of the emergency response apparatus.

ATTACHMENTS:

File Name	Description	Type
Atlantic_Emergency_Solutions_PO#21096_Tanker.pdf	PO #21096 Atlantic Emergency Solutions - Pierce Enforcer Tanker	Purchase Order
Atlantic_Emergency_Solutions_PO#21097_Pumper.pdf	PO #21097Atlantic Emergency Solutions - Pierce Enforcer Pumper	Purchase Order
Project_Budget_Wrksht_FR2202.pdf	Project Budget Worksheet - Atlantic Emergency Solutions purchase orders	Backup Material



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

PURCHASE ORDER

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

P.O. NUMBER 21096

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

To: Atlantic Emergency Solutions, Inc.
12351 Randolph Ridge Lane
Manassas, VA 20109

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

Attn: Michael Yancey – myancey@atlanticemergency.com

Attn: Steve Cooper/Craig Greenlaw

		SHIP VIA	F.O.B. POINT	TERMS	
July 28, 2021			Destination	Net 30 Days	
QTY	UNIT	DESCRIPTION		UNIT PRICE	TOTAL
1	EA	2022 Pierce Enforcer Tanker as per Atlantic Emergency Solutions Letter and Proposal for County of Spotsylvania, Virginia dated May 4, 2021. Contract documents consist of and are incorporated herein: 1. County of Spotsylvania Purchase Order #21096 dated July 28, 2021 and Spotsylvania County Purchase Order General Terms & Conditions dated February 25, 2019; 2. Atlantic Emergency Solutions Letter and Proposal for County of Spotsylvania to Chief Cullinan dated May 4, 2021; 3. Sourcewell (formerly NJPA) Request For Proposal (RFP #022818) for Firefighting, Apparatus, With Related Equipment, Accessories and Supplies dated January 11, 2018; 4. Pierce Manufacturing, Inc. Contract Acceptance and Award for Contract #022818-PMI executed on April 20, 2018 with effective date of Contract April 16, 2018 through April 16, 2022		\$913,680.00	\$913,680.00
				TOTAL	\$913,680.00

If there are any questions concerning this purchase order, please contact Elaine Guinn - Spotsylvania County Procurement Division. Ph. 540/507-7599;

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 FREM
P O Box 818
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: FREM
Requisitioned By: Steve Cooper

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 received 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>



May 4, 2021

County of Spotsylvania, Virginia
P.O. Box 215
8800 Courthouse Road
Spotsylvania, Virginia 22553

Chief Cullinan,

Atlantic Emergency Solutions is proud to offer proposals for a 2022 Pierce Enforcer Pumper and a 2022 Pierce Enforcer Tanker. Sourcewell Contract 022818-PMI was awarded to Pierce Manufacturing, Inc., and will be utilized for this sale. Spotsylvania County is a registered member of Sourcewell (Member #7455).

Pierce Enforcer Pumper: \$759,526.00

Pierce Enforcer Tanker: \$913,680.00

Total Purchase Price: \$1,673,206.00

Build Interval: 375 Days to 465 Days

I appreciate the opportunity to have worked with you and your committee on the design of this piece of apparatus. On behalf of everyone at Atlantic, thanks for the consideration and we look forward to working with all of you in the future.

Sincerely,

Michael Yancey

Michael Yancey
Regional Account Manager
Atlantic Emergency Solutions
540.661.2778
myancey@atlanticemergency.com



Proposal Option List

5/4/2021

Customer:	Spotsylvania County Fire, Rescue & Emergency Mgt	Bid Number:	627
Representative:	Yancey, Michael	Job Number:	
Organization:	Atlantic Emergency Solutions, Inc	Number of Units:	1
Requirements Manager:		Bid Date:	06/01/2021
Description:	Spotsylvania FY22 Tanker	Stock Number:	
Body:	Tanker/Pumper, Aluminum Body, Tandem Rear Axle, Custom Chassis	Price Level:	40 (Current: 40)
Chassis:	Enforcer Chassis, Aerials/Tankers, Tandem Axle	Lane:	

Line	Option	Type	Option Description	Qty
1	0766677		Boiler Plate, Tanker	1
			Fire Department/Customer - County of Spotsylvania, Virginia	
			Operating/In conjunction W-Service Center - Operating	
			Miles - 75 Miles	
			Number of Fire Dept/Municipalities - 5	
			Bidder/Sales Organization - Atlantic Emergency Solutions	
			Delivery - Delivery representative	
			Dealership/Sales Organization, Service - Atlantic Emergency Solutions	
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0670275		Unit to be Similar in some Aspects, Excluding Pump Panel	1
			Fill in Blank - 34107 & 34352	
7	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
8	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
9	0588611		Vehicle Certification, Pumper	1
10	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
11	0766110		Consortium, Sourcewell	1
12	0537375		Unit of Measure, US Gallons	1
13	0030006		Bid Bond Not Requested	1
14	0540326		Performance Bond, Not Requested	1
15	0000007		Approval Drawing	1
16	0002928		Electrical Diagrams	1
17	0624539		Enforcer Chassis, Aerials/Tankers, Tandem Axle	1
18	0000110		Wheelbase	1
			Wheelbase - 221.5"	
19	0000070		GVW Rating	1
			GVW rating - 70,800	
20	0729280		Frame Rails, 13.38 x 3.50 x .375, Enforcer	1
21	0756525		Frame Liner, Internal "C" 12.50" x 3.00" x .25", XT/Vel/Imp,Enf Full Lgth, 56"Qv	1
22	0629940		Axle, Front, Oshkosh TAK-4, Non Drive, 22,800 lb, Enforcer	1
23	0010427		Suspension, Front TAK-4, 22,800 lb, Qtm/AXT/Imp/Vel/DCF/Enf	1
24	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
25	0000322		Oil Seals, Front Axle	1
26	0594821		Tires, Front, Goodyear, G296 MSA, 425/65R22.50, 20 ply	1
27	0019611		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1
28	0603821		Axle, Rear, Meritor RT46-160, 48,000 lb, Saber FR/Enforcer	1
29	0544244		Top Speed of Vehicle, 60 MPH	1
30	0553804	SP	Suspen, Rear, Dynalastic 202S, 48,000 lb	1
31	0000485		Oil Seals, Rear Axle	1
32	0619118		Switch, Locking Rocker, Differential Lock, IPOS, MUX	1
33	0595200		Driver Controlled Differential Lock, Tandem, Rear, Interlocked to Interaxle Lock	1
34	0587016		Tires, Rear, Goodyear, G622 RSD, 12R22.50, 16 ply, Tandem	1
35	0019639		Wheels, Rear, Alcoa, 22.50" x 8.25", Aluminum, Hub Pilot, Tandem	1
36	0568081		Tire Balancing, Counteract Beads	1
37	0620569		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Tandem Axle	1
			Qty, Tire Pressure Ind - 10	
38	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
39	0013241		Axle Hub Covers, Rear, S/S High Hat (Tandem)	1

Line	Option	Type	Option Description	Qty
40	0691196		Extender, Valve Stem, 180 Degree, Tandem Axle, Two Pair	1
41	0057936		Covers, Lug Nut, Chrome	1
42	0742343		Mud Flap, Full Width, Rear, Custom Logo	1
43	0002045		Mud Flap, Front and Rear, Pierce Logo	1
44	0031931		Valve, Extension Stabilizer System, Rear Duals	1
45	0544802		Chocks, Wheel, SAC-44-E, Folding	1
			Qty, Pair - 01	
46	0544806		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal	1
			Qty, Pair - 01	
			Location, Wheel Chocks - Left Side Rear Tire, Forward and Rearward	
47	0593759		ESC/ABS/ATC Wabco Brake System, Tandem Rear Axle, 2010	1
48	0652082		Brakes, Meritor, EX225, 17", Disc Plus, TAK-4	1
49	0509207		Brakes, Meritor, EX225, Disc Plus, Rear, Tandem Axle	1
50	0731553		Air Compressor, Brake, Cummins/Wabco 25.9 CFM	1
51	0637583		Brake Reservoirs, 6,408 Cubic Inch Minimum Capacity, Saber FR/Enforcer	1
52	0617092		Air Dryer, Wabco System Saver 1200, With Wet Tank, Heated, Saber FR/Enforcer	1
53	0070790		Brake Lines, Nyl w/Wire Reinf At Ea Brake Chamber	1
54	0000858		Inlet/Outlet, Air, w/Disconnect Fitting	1
			Location, Air Coupling(s) - a) DS Step Well, Forward	
			Qty, Air Coupling (s) - 1	
55	0586772		Box, Recessed, Alum Treadplate, for Air Fitting	1
			Location - forward in the DS step well for fitting	
			Qty, Air Coupling (s) - 1	
56	0004200		Hose, Air 25' length, w/air chuck	1
			Qty, - 1	
57	0656908		All Wheel Lock-up, Single Prk Brk Control	1
58	0014130		Air Tank, Additional for Extra Air Horn Capacity	1
59	0532965		Compressor, Air, Kussmaul 091-9B-1-AD, Auto Drain, 120V Brake Sys	1
			Location - behind the driver's seat	
60	0000820		Moisture Ejector, Automatic, w/Heat	6
			Qty, Auto. Moisture Eject - 6	
			Location, Moisture Ejector - Wet Tank, Primary and Secondary and Additional Tank	
61	0612549		Fittings, Compression Type, Entire Apparatus, Tandem Rear Axle	1
62	0736410		Engine, Cummins X12, 500 hp, 1695 lb-ft, W/OBD, EPA 2021, Enforcer	1
63	0730962		Filters, Remote Mounted, Oil, Fuel, X12, VEL/AXT, ENF, QTM	1
64	0001244		High Idle w/Electronic Engine, Custom	1
65	0687994		Engine Brake, Jacobs Compression Brake, Cummins Engine	1
			Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo	
66	0644227		Clutch, Fan, Air Actuated, Saber FR/Enforcer	1
67	0640477		Air Intake, Metal Screen, Saber FR/Enforcer	1
68	0794743		Exhaust System, 5", X12/X15, MX13, Engine, Horizontal, Right Side	1
69	0683310		Diffuser, Exhaust, Modified For Extraction, 5"x7"x5", Flush With Rub Rail, CARE	1
70	0788765		Radiator, Saber FR/Enforcer	1
71	0001090		Cooling Hoses, Rubber	1
72	0001125		Fuel Tank, 65 Gallon, Left Side Fill	1
73	0001129		Lines, Fuel	1
74	0618791		DEF Tank, 4.5 Gallon, DS Fill, Forward of Axle, Common Air Bottle Door	1
75	0723716		Fuel Priming Pump, Electronic, Automatic, Cummins	1
76	0582243		Shutoff Valves, Fuel Line @ Primary Filter, Cummins	1
77	0553019		Cooler, Engine Fuel, Imp/Vel, AXT/Qtm/Sab/DCF/SFR/Enf	1
78	0578959		Fuel/Water Separator, Racor Inline	1
79	0642533		Trans, Allison 5th Gen, 4500 EVS P, w/Prognostics, Imp/Vel/DCF/Enf	1
80	0512762		Transmission, Shifter, 6-Spd, Push Button, 4500, Imp/Vel/Qtm/DCF/Enf	1
			Trans, ratio - 4500 EVS, 6Spd	
81	0684459		Transmission Oil Cooler, Modine, External	1
82	0522824		Mode, Downshift, Aggressive downshift to 3rd, w/engine brake, 6 speed	1
83	0559012		Program, Transmission, Shift To Neutral, With Prk Brk	1
84	0027844		Fluid, 4000 Series Trans, Allison Approved TES-295 Synthetic, IPOS, Custom	1
85	0001375		Driveline, Spicer 1810	1
86	0669988		Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
87	0605356		Steering Wheel, 4 Spoke without Controls, Saber FR/Enforcer	1

Line	Option	Type	Option Description	Qty
88	0690274		Logo/Emblem, on Dash	1
			Text, Row (1) One - *	
			Text, Row (2) Two - SPOTSYLVANIA	
			Text, Row (3) Three - COUNTY F&R	
89	0606432		Bumper, 19" Extended, Steel Painted, Reinforced, Saber FR/Enforcer	1
90	0640197		Tray, Hose, Center, 19" Bumper, Outside Air Horns	1
			Grating, Bumper extension - Grating, Rubber	
			Capacity, Bumper Tray - 20) 125' of 1.75"	
91	0604865	SP	Hose Restraint, Bumper Tray, Velcro Straps, Pair, Location at Final Inspection	1
			Qty, Pair - 01	
92	0620614		Tray, (1) Hose Right Side of Bumper, 13" Deep	1
			Grating, Bumper extension - Grating, Rubber	
			Capacity, Bumper Tray - 31) 10' of 6.00"	
93	0602233	SP	Hose Restraint, Bumper Tray, Velcro Straps, Pair, Mount at Final Inspection	1
			Qty, Pair - 01	
94	0778092		Lift & Tow Package, Enforcer	1
95	0628336		Tow Eyes, Painted, Below Deck, Color Feature	1
			Paint, Color - #268 red	
96	0558109		Notch, Front For Recessing Of Q2B, Painted Bumper	1
			Location - left	
97	0532853		Recess, Side Zone Warning Light, In Side of Extended Bumper	1
			Material, Brkt, Recess Lt Bumper - Stainless Steel D/A Finish	
98	0692444		Recess, Front/Side Warning Light, In Angled Corner of Extended Bumper	1
			Material, Brkt, Recess Lt Bumper - Stainless Steel D/A Finish	
99	0516238		Partition, Adjustable, Aluminum in Hose Tray, Qty, Location	1
			Location - center tray, front to back (to divide left/right), adjustable from side to side (and removable)	
			Qty, - 01	
100	0698960		Coating, Top Flange, Front Bumper, Outside Exterior, Line-X Coating, Black	1
101	0648332		Cab, Enforcer, 7010	1
102	0747442		Engine Tunnel, X12, MX13, Enforcer	1
103	0610508		Rear Wall, Interior, Adjustable Seating, Not Available	1
104	0632103		Rear Wall, Exterior, Cab, Saber FR/Enforcer	1
			Material, Exterior Rear Wall - Aluminum Treadplate	
105	0639727		Cab Lift, Elec/Hyd, Manual Override, Saber FR/Enforcer	1
106	0695930		Grille, Bright Finished, Front of Cab, Dash CF/Enforcer	1
107	0002224		Scuffplates, S/S At Cab Door Jambs, 4-Door Cab	1
			Material Trim/Scuffplate - c) S/S, Polished	
108	0647932		Not Required, Trim, S/S Band, Across Cab Face, AXT/Dash CF/Saber/Enforcer	1
109	0015440		No Chrome Molding, On side of cab	1
110	0521669		Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	1
111	0639071		Cover, S/S, Bottom Mounting, Retractable Mirrors	1
112	0517525		Mirrors, 8" K-10 Eyeball, PS Cab Front, Front Cross View	1
113	0648172		Door, Full Height, Saber FR/Enforcer 4-Door Cab, Raised Roof	1
			Key Model, Cab Doors - 1041	
			Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	
114	0655543		Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1
115	0630636		Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer	1
116	0638310		Steps, 4-Door Cab, Saber FR/Enforcer	1
			Step Well Material - Aluminum Treadplate	
117	0770194		Handrail, Exterior, Knurled, Alum, 4-Door Cab	1
118	0634786		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts	1
119	0583698		Fenders, S/S on cab, Extra Wide, Saber/Enf	1
120	0557023		Handrail, 10", Below Cab Windshield, Pair	1
121	0586968		Handrail, Interior, Crew Cab Doors, Angled	1
122	0660261		Grab Hole Red Webbed, Added to Front Cab Door Webstrap	1
123	0637984		Window, Side of C/C, Fixed, Saber FR/Enforcer	1
124	0012090		Not Required, Windows, Front/Side of raised roof	1
125	0779033		Not Required, Windows Rear of Crew Cab, Saber FR/Enforcer	1
126	0786299		Window Tint, Behind Cab Door, Left Side, Privacy Dark Gray	1
127	0786290		Window Tint, Crew Cab Door, Left Side, Privacy Dark Gray	1
128	0786279		Window Tint, Crew Cab Door, Right Side, Privacy Dark Gray	1

Line	Option	Type	Option Description	Qty
129	0786284		Window Tint, Behind Cab Door, Right Side, Privacy Dark Gray	1
130	0786294		Window Tint, Upper Crew Cab Door, Left Side, Privacy Dark Gray	1
131	0786286		Window Tint, Upper Crew Cab Door, Right Side, Privacy Dark Gray	1
132	0784217	SP	Compt, Storage, 12.75 W x 26 H x 15 D,(1) Ea Side CC,Dbl Pan,Rev Hng,70" SFR/Enf	1
			Light, Aux Cab Compartments - Amdor, Red Stiker Side	
			Finish, Exterior Cab Compt - D/A Finish	
			Door, Exterior Stop - 2-Bumper	
133	0765000	SP	Dust Filter, Compt Louvers	2
			Qty, - 02	
			location - each rear of crew cab compt	
134	0604171		Scuffplate, Brushed S/S, Bottom of Door Frame, Each	2
			Qty, - 02	
			location - LS5/RS3	
135	0745808		Scuffplate, Inner Door Pan, Aux Cab Compts, Pair	1
			Material Trim/Scuffplate - b) S/S, Brushed	
136	0771571	SP	Louvers, Auxiliary Compartment	2
			Qty, - 02	
			location - each rear of crew cab compt	
137	0776419		Lettering, Laser Cut, S/S Screen, Below Grille, SFR/Enf	1
			Fill in Blank - SPOTSYLVANIA	
138	0797070		Recess Windshield Washer Fill, SFR/Enf	1
139	0644019		Holder, Cup, 4" Diameter x 4" High x 1" Slit on Side, Matting, Alum, Each	5
			Location - mount at final	
			Qty, - 05	
140	0725063		Dash, Heavy Duty Metal, Enforcer	1
141	0721818	SP	Work Surface, 3/16" Alum, Full Eng Tnt, Lip, Encl Rear, Enf Big Block	1
			Mounting Provision Spacing - .75"	
			Material Finish, Cab Interior - Painted	
142	0724578	SP	Computer Mount, Gamber Johnson 6" Locking Slide Arm	1
			Location - on dash in front of officer	
			Qty, - 01	
143	0797221		Cab Interior, Turnout Tuff Headliner, Saber FR/Enforcer	1
			Color, Cab Interior Vinyl/Fabric - c) Black	
			Engine Tunnel Cover - Black Turnout Tuff	
			Cab Interior Rear Wall Material - Painted Aluminum	
144	0753903		Cab Interior, Paint Color, Saber FR/Enforcer	1
			Color, Cab Interior Paint - b) black	
145	0052100		Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer	1
146	0722696		HVAC, Enforcer, CARE	1
			HVAC System, Filter Access - Removable Panel	
			Auxiliary Cab Heater - Both	
			HVAC System, Control Loc. - Panel Position #12	
			Plenum Cover Material - Metal, Painted	
147	0639675		Sun Visor, Smoked Lexan, AXT, Dash CF, Imp/Vel, Saber FR/Enforcer	1
			Sun Visor Retention - Thumb Latch	
148	0634328		Grab Handles, Driver and Officer Door Posts, Saber FR/Enforcer	1
149	0583938		Lights, Engine Compt, Custom, Auto Sw, Wln 3SC0CDCR, 3" LED, Trim	1
			Qty, - 01	
150	0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT	1
151	0605791	SP	Map box, 4 bin/30 Deg Slant - Any Pierce Custom Ch, w/(1) 4" H	1
			Location - mount at final	
152	0583042		Side Roll and Frontal Impact Protection	1
153	0622618		Seating Capacity, 5 Seats	1
154	0752821	SP	Seat, Driver, Bostrom, Sierra, Air Ride, High Back, Safety, Sp Ctrl Loc, SFR/Enf	1
			Bostrom, Zip Clean Cover - (0) None	
155	0632914		Seat, Officer, Bostrom 450, Fixed, SCBA, Safety, Saber FR/Enforcer	1
			Bostrom, Zip Clean Cover - (0) None	
156	0620420		Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer	1
157	0633758		Seat, Rear Facing C/C, DS Outboard, Bostrom 450, SCBA, Safety, Saber FR/Enf	1
			Bostrom, Zip Clean Cover - (0) None	
158	0102783		Not Required, Seat, Rr Facing C/C, Center	1

Line	Option	Type	Option Description	Qty
159	0633756		Seat, Rear Facing C/C, PS Outboard, Bostrom 450, SCBA, Safety, Saber FR/Enf	1
			Bostrom, Zip Clean Cover - (0) None	
160	0108189		Not Required, Seat, Forward Facing C/C, DS Outboard	1
161	0741496	SP	Cabinet, Fwd Fcng, Ctr, 44 W x 54 H x 28 D, Lwr 2" Web, Liftup, Sp	1
			Swt, Chmf, SFR/Enf	
			Light, Short Cabinet - Amdor, Interior, White, Right Side, Amdor, Interior, White, Left Side and Amdor, Interior, White, Horizontal	
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (2) Shelves, Adjustable, 0.75" Up-Turned Lip	
			Louvers, Cabinet - 0-No Louvers	
162	0632583		Seat, Fwd Facing C/C, PS Outboard, Bostrom Sierra, Hi-Back, Foldup, Safety, SFR/Enf	1
			Bostrom, Zip Clean Cover - (0) None	
163	0042359		Upholstery, Seats In Cab, All Vinyl, Bostrom, CARE	5
			Color, Cab Interior Vinyl/Fabric - c) Black	
			Qty, - 05	
164	0677039		Bracket, Air Bottle, Bostrom "SecureAll", Cab Seats, Bostrom Only	3
			Qty, - 03	
165	0585586	SP	Seat Mounting, Forward Facing CC, As Far Rearward As Possible	1
166	0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer	1
			Seat Belt Color - Red	
167	0543914		Helmet Storage, In Body Compartment	1
168	0622090	SP	Lights, Dome, WIn 60C*EGCS Dual LED 4 Lts, Location	1
			Location - one each side in crew cab centered overhead between the forward and rear facing seats (w/switch facing seats) on each side	
			Color, Dome Lt - Red & White	
			Control, Dome Lt White - Lens Switch	
			Control, Dome Lt Color - Door Switches and Lens Switch	
169	0628471		Light, Map, Overhead, Peterson M371S LED, Rectangula w/Switch	2
			Location - over the right shoulder of the driver and over the left shoulder of the officer	
			Qty, - 02	
			12vdc power from - Battery switched	
170	0556186		Handlts, (4) Streamlight, Survivor C4 LED, 12v, Orange, 90503 Steady Charge	1
			Location, Lights - mount at final	
171	0554191		Handlight, Streamlight, Fire Vulcan, 44451, C4 LED, Tail Lights, 12v, Orange	4
			Qty, Lights - 04	
			Location, Lights - mount at final	
172	0603606		Cab Instruments, Ivory Gauges, Chrome Bezels, Enf MUX	1
			Emergency Switching - Individual Switches	
173	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
174	0683556		Light, Do Not Move Apparatus, WIn M2R Red LED	1
			Alarm, Do Not Move Truck - Steady Alarm	
175	0509042		Messages, Open Dr/DNMT, Color Dsply,	1
176	0611683		Switching, Cab Instrument Lower Console & Overhead, Membrane, Enforcer WIFI	1
			MUX	
177	0622921		Wiper Control, 2-Speed with Intermittent, Wired to Prk Brk, MUX, Enforcer	1
178	0797189		Wiring, Spare, 4.8 A 12V DC, USB Termination Blue Sea 1045 1st	3
			Qty, - 03	
			12vdc power from - Battery direct	
			Location - (1) on the officer side of the dash, (1) recessed in the rear crew cab, to the left of the fluid access panel, and (1) recessed in the rear crew cab to the right of the fluid access panel	
179	0548004		Wiring, Spare, 15 A 12V DC 1st	3
			Qty, - 03	
			12vdc power from - Battery direct	
			Wire termination - 15 amp power point plug	
			Location, Spare Wiring - (1) on the officer side of the dash, (1) recessed in the rear crew cab to the left of the fluid access panel, and (1) recessed in the rear crew cab to the right of the fluid access panel	
180	0547960		Wiring, Spare, 40 A 12V DC 1st	1
			Qty, - 01	
			12vdc power from - Battery direct	
			Wire termination - Butt Splice	
			Location - under the officer seat in the radio compt	

Line	Option	Type	Option Description	Qty
181	0548006		Wiring, Spare, 15 A 12V DC 2nd Qty, - 01 12vdc power from - Battery direct Wire termination - Butt Splice Location - coiled up with 6' of slack in the top of the LS4 compartment	1
182	0548009		Wiring, Spare, 20 A 12V DC 1st Qty, - 02 12vdc power from - Battery direct Wire termination - Butt Splice Location, Spare Wiring - behind the driver seat and behind the officer seat with 6' coil	2
183	0697394		Instrument Panel Layout, Match Existing Fill in Blank - 34107	1
184	0615386		Vehicle Information Center, 7" Color Display, Touchscreen, MUX System Of Measurement - US Customary	1
185	0734857		Collision Mitigation, HAAS Alert (R2V), HA5 Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription	1
186	0606247		Vehicle Data Recorder w/CZ Display Seat Belt Monitor	1
187	0606226		Signal, Recordable, VDR, Silence Alarm, AXT MUX, DCF, SFR/Enf, Imp/Vel, Qtm	1
188	0734229		Intercom, David Clark, 5-Pos, 2-Radio, (D,O,RPTT), 3obC, U3805 Location - Each side per the IP Location, Intercom, C Cab - 3) 2 rear 1 forward facing	1
189	0637058		David Clark Universal Radio Interfaces Included with Single/Dual System Location, Radio Interface - emergency radio	1
190	0597914		Headset, David Clark, H3442 Under Helmet, Flex Mic Qty, - 05 Location - all cab and crew cab seating positions	5
191	0681408		Hangers For Headsets, NFPA, Each Qty, - 05 Location, Headset Hangers - Driver Seat, Officer Seat, DS Outbrd, Rear Fcng Seat, PS Outbrd, Fwrdr Fcng Seat and PS Outbrd, Rear Fcng Seat	5
192	0698805		Bracket, Johnny Ray, Heavy Duty Swivel, 14 lb. Rating Location - centered and mounted as far rearward (toward the back of cab) on the underside of the overhead console as possible	1
193	0597940		Install Customer Provided Two-Way Radio Speaker(s) Location - one (1) in the LS4 compt on the left/forward wall and high and outboard, and one (1) in the cab per the IP layout Qty, - 02	2
194	0559156		Install Customer Provided Two-Way Radio(s) Location - one in the LS4 compt high on the left/forward wall and one in the cab on the overhead swivel Qty, - 02	2
195	0696438		Antenna Mount, Custom Chassis, Cable Routed to Radio Box Location - (1) on the left and (1) on the right Qty, - 02	2
196	0723430	SP	Antenna, Panorama, 5 in 1, Low Profile Dome Antenna Location - Cable to be coiled up in headliner at the driver's side rear portion of the cab. Qty, - 01 Color, Antenna - White	1
197	0699116		Camera, Zone Defense, Driver Mux, Multiple Cameras Camera System Audio - Speaker Behind Driver Location, Camera, Zone Defense - Three (3), Rear, Right and Left Side Cab	1
198	0523921		Recess, Rear Vision Camera Location, Camera, Recessed - Center Rear	1
199	0615111		Pierce Command Zone, Advanced Electronics & Control System, Diag LEDs, Enf, WiFi	1
200	0624253		Electrical System, Enforcer MUX	1
201	0079211		Batteries, (6) Exide Grp 31, 950 CCA each, Threaded Stud	1
202	0008621		Battery System, Single Start, All Custom Chassis	1
203	0002698		Battery Compartment, Saber/Enforcer	1
204	0676606	SP	Charger, Sngl Sys, Kussmaul, 1200, 091-187-12	1
205	0662220		Location, Charger, Cab Behind Driver Seat, Dash CF/Saber FR/Enf	1

Line	Option	Type	Option Description	Qty
206	0530960		Not Required, Remote Battery Charger Indicator	1
207	0770145		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, 091-55-194X-XXX Cover Color, Kussmaul Cover - b) red Shoreline Connection - the battery charger, AC compressor, and any shoreline powered receipts	1
208	0026800		Shoreline Location Location, Shoreline(s) - DS Cab Side	1
209	0647728		Alternator, 430 amp, Delco Remy 55SI	1
210	0745458	SP	Programming, Elect Horn, Cab Drs Prk Brk Released	1
211	0698237		Override Switch, Prk Brk Interlock for Windshield Wipers Location - Panel #9, the second position, per the IP layout	1
212	0092582		Load Manager/Sequencer, MUX Enable/Disable Hi-Idle - e)High Idle enable	1
213	0783153		Headlights, Rect LED, JW Spkr Evo 2, AXT/DCF/Entf/Imp/Sab/Vel Color, Headlight Bez - Chrome Bezel	1
214	0625953		Light, Directional, WIn 600 Cmb, Cab Crn, Wrp Bzl Out HD Lts, Enf, Sab FR Color, Lens, LED's - c)clear	1
215	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
216	0736083		Lights, Clearance/Marker, Side, P25 LED 2 Lts, Others With Visor Lt	1
217	0796064		Lights, Directional/Marker, Cab Front Side, Truck-Lite 19036YLED, Saber FR	1
218	0563675		Lights, Clearance/Marker/ID, Rear, Truck-Lite 33050R LED 7Lts	1
219	0551870		Lights, Tail, WIn M6BTT* Red LED Stop/Tail & M6T* Amber LED Dir w/Flange Color, Lens - Clear	1
220	0551758		Lights, Backup, WIn M6BUW, LED, Flange Feature Flange Kit - w)with flange	1
221	0650608	SP	Bracket, License Plate & Light, P25 LED, Recessed	1
222	0744331	SP	Light, Brake/Tail/Turn, TecNiq T10-R*00-1 Brk/Tail/Tum, Recessed in Tailboard Location - One each side, in the rear tail board flange, as was done on 33573 Qty, - 02 Color, Lens, LED's - Clear	2
223	0681444		Instruction, Order of Tail Lt Instl, Stop, Dir, BU, Warn	1
224	0589905		Alarm, Back-up Warning, PRECO 1040	1
225	0686972		Light, Marker, Britax Rubber Arm, Model L427.203.L12 LED, Red/Amb, Qty/Loc, Dir Location, Lights - (1) each side, low, at the rear body corners Qty, Lights (pair) - 1	1
226	0760445		Lights, TecNiq Eon E03-*001-1 LED, Steady Burn, Behind Cab Grille 6lts Color, Light,One - Red Control, Light - i) park brake	1
227	0769420		Lights, Perimeter Cab, Amdor AY-LB-12HW020 LED 4Dr	1
228	0734765	SP	Lights, Perimeter Pump House, Centered, Amdor AY-LB-12HW020 LED 2lts	1
229	0770056		Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear Step Control, Perimeter Lts - DS Switch Panel, Parking Brake Applied and Reverse Signal Activation	1
230	0769570		Lights, Perimeter, Amdor AY-LB-12HW020 20" LED, Brkt Qty, Lights - 05 Location, Additional Perimeter Lights - Under Front Bumper, Centered, 1lt	5
231	0566799		Lights, Step, P25 LED 4lts, Ign, Prk Brk Activated	1
232	0784152	SP	Light, Step, Additional, Amdor H2O, AY-9502-020 Red LED 20" Location, Lights - under front of cab, rear of bumper, directed upward for the purpose of illuminating the reverse cut vanity panel under the front grille Qty, - 01 Control, Scene Lts - Park Brake	1
233	0754532	SP	Light, Step, Additional, Amdor H2O, AY-9502-012 Red LED 12" Location, Lights - under front of cab, rear on bumper, directed upward for the purpose of illuminating the reverse cut vanity panel under the front grille Qty, - 01 Control, Scene Lts - Park Brake	1
234	0640941		Light, WIn, 12V PCPSM2* Pioneer LED Fld/Spt, Surface Mnt 2nd Location, Lights - (1) RS centered over crew cab window and (1) high on the body at rear Qty, - 02 Switch, Lt Control 1 DC, 1 - a) DS Switch Panel	2

Line	Option	Type	Option Description	Qty
234			Switch, Lt Control 2 DC,2 - g) PS Switch Panel Switch, Lt Control 3 DC,3 - DS Pump Panel Switch, Lt Control 4 DC,4 - d) No Control Color, Wln Lt Housing - Chrome Flange	
235	0640991		Light, Wln, 12V PCPSM2* Pioneer LED Fld/Spt, Surface Mnt 1st Location, Lights - (1) LS, centered over crew cab window, and (1) high on the body at rear Qty, - 02 Switch, Lt Control 1 DC,1 - a) DS Switch Panel Switch, Lt Control 2 DC,2 - g) PS Switch Panel Switch, Lt Control 3 DC,3 - DS Pump Panel Switch, Lt Control 4 DC,4 - d) No Control Color, Wln Lt Housing - Chrome Flange	2
236	0749661		Light, Roof Mt, Wln S72M**, 72" Cnt Feature Color, Wln Lt Housing - White Paint Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw DS and Cab Sw Panel PS LED Module Type - 4 White Spot	1
237	0774336		Lights, Wln, P*H1* Pioneer, 12 VDC, 1st Location - each side on the rear mounted below each rear warning light bracket Qty, - 02 Color, Wln Lt Housing - White Paint Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw DS, Cab Sw Panel PS and Body Switch, DS Rear Bulkhead Scene Light Optics - Flood/Spot Mount, Wln II - Universal Bail P**1	2
238	0532358		Not Required, Deck Lights, Other Hose Bed & Rear Lighting	1
239	0768508		Lights, Hose Bed, Sides, Dual LED Light Strips, Amdor AY-LB-12HW0** Control, Hose Bed Lts - Cup Switch At Rear	1
240	0768541		Light, Hose Bed, Amdor AY-LB-12HW040, 40" LED Location - under the wind deflector/platform to shine down when open Qty, - 01 Control, Hose Bed Lts - With Other Hosebed Lts	1
241	0645677		Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	1
242	0763248		Lights, Walk Surf, Amdor AY-LB-12HW0**, LED, Cargo Areas Location - under the lip/flange in the cargo area Qty, Cargo Lts - 2	2
243	0540873		Switch, For Tank Dump Valve, Additional, Qty & Loc Location - rear dump switch, at the rear of the body, on whichever side the included switch isn't installed on Qty, - 1 Fill in Blank - rear	1
244	0070113		Tanker/Pumper, Aluminum Body, Tandem Rear Axle, Custom Chassis	1
245	0554271		Body Skirt Height, 20"	1
246	0651489	SP	Tank, Water, 2000 Gallon, Poly/Tanker, New York Style	1
247	0033407		Overflow, 6.00" Water Tank, Tanker, Poly	1
248	0028104		Foam Cell Required	1
249	0611003		Fill Dome, Special Height, As Low As Possible	1
250	0652613		Aluminum Treadplate Covering Top of Water Tank	1
251	0795983		Modified Poly Tank & Cradle, Ext'd To Rear, Tanker	1
252	0022553		Modified Poly Tank, Dump Valve Btwn Tandems, Ea Side, Tanker	1
253	0022556		Special Cradle, Modified For Dump Btwn Tandems, Tanker	1
254	0553725		Restraint, Water Tank, Heavy Duty, Special Type Tank, 4x4, or Export	1
255	0752274	SP	Tank Fill, Direct, Rear, 4.00", Fireman Friend, FFE4040, Semi-Auto Qty, - 1 Location, driver's/passenger's/center - Right Adapter, Elbow - 4.00"NST x 4.0" Storz	1
256	0621624		Dumps, Crane Centerline, 10" Air Btwn Tandems, 10" Air Rear	1
257	0048710		Not Required, Jet Assist	1
258	0543908		Chute, Dump, Telescopic, 3 Valves, Air, Top Hinged, Painted Doors	1
259	0664645	SP	Switch, Tank Dump Master, Cab Instrument Panel, Locking Rocker Switch	1
260	0664303	SP	Hose Bed, Aluminum, Tanker, Low Hose Bed Material Trim/Scuffplate - b) S/S, Brushed	1

Line	Option	Type	Option Description	Qty
260			Finish, Inside of Hose Bed - Painted	
			Finish, Inside of Cargo Area - Painted	
261	0003481		Hose Bed Capacity, Special	1
			Capacity, Hosebed - 300' of 1.88" DJ double stack ~ 400' of 1.88" DJ double stack ~ 1000' of 4" DJ ~ 300' of 3" DJ ~ 200' of 1.88" DJ single stack ~ 200' of 2.5" single stack	
262	0652742		Divider, Hose Bed, .25" Unpainted, Special Height	5
			Qty, Hosebed Dividers - 5	
			Height, Hosebed Divider - heights to be just taller than stacks on each side	
263	0648736		Cross Tube, Reinforcement, Above Hose Bed	1
			Location - rear above hosebed	
264	0775700		Hose Restraint, HB, 2" HeavyWeb, Velcro Strap Top, Split, Seat Belts, Bungee, Tether	1
			Location - center of net	
			Nylon Web Color - Black	
			Color, Strap - Red	
265	0620895		Cutout, Handhold, in Hose Bed Divider, Location	5
			Location - TBD at approval (need to be same height from hose bed floor on all)	
			Qty, - 05	
266	0776843	SP	Deflector, Hose Bed, Flat, Reinforced, 24" Long, Alum Treadplate, Gas Struts	1
267	0013512		Running Boards, 12.75" Deep	1
268	0743102	SP	Tailboard, 14" Deep, Full Width, Extended Substructure, Special Angled Corners **	1
			Fill in Blank - 38 degree's	
269	0690027		Wall, Rear, Smooth Aluminum/Body Material, Flush Rear Wall	1
270	0003541		Tow Eyes, Chrome (2) (Tanker/Rescue)	1
271	0777391		Hose Restraint, Running Board, Velcro Straps, Strap Location	2
			Location - mount at final	
			Location, Hose Tray, Running Board - a) both sides	
			Qty, Tray, Hose - 2	
272	0695614		Tray, Hose, Running Board, Free Floating, Special Capacity, Tapered	2
			Location, Hose Tray, Running Board - a) both sides	
			Qty, Tray, Hose - 2	
			Capacity, Hose Tray - 25' of 4"	
273	0063560		Construction, Compt, Alum., Tanker	1
274	0746313	SP	LS, 211" Tanker, Lap, 3/4 Height Front & Rear, (2) Liftup, FDLER, Dump Btwn Axles	1
275	0768343		RS 211" Tanker, Lap, Low, FDLER, 38" Panel, Dump Btwn Axles	1
276	0033911		Doors, Lap w/ "D" Handles, Tanker, Side Compartments	1
277	0670639		Compt, Flush Rear, Tool, Tanker	1
278	0036707		Door, Tanker, Rear Tool Compt, Smooth Aluminum	1
			Latch, Door, Storage - "D" Handle Latch	
279	0014609		Scuffplate, S/S For Steps	4
			Location - rear bulkhead folding steps	
			Qty, Scuffplates - 04	
280	0021603		Scuffplate, Brushed S/S Bottom of Door Frame	6
			Location, Door Accessory - LS1, LS2, LS3, LS4, RS1, RS2	
			Qty, Scuffplates - 06	
281	0074012		Scuffplate, Brushed S/S, Inside Each Compt Door	10
			Qty, Door Accessory - 10	
			Location, Door Accessory - LS1, LS2, LS3, LS4, RS1, RS2	
282	0680510		Lights, Compt, Amdor AY-9250 Red LED, Dual Lt Strips, Each Side of Door	4
			Location - LS1, LS4, RS1, RS2	
			Qty, - 04	
283	0764497	SP	Lights, Compt, Amdor, AY-9250 Red LED, Horizontal. Additional	2
			Location, Lights - LS2, LS3	
			Qty, - 02	
284	0687135		Shelf Tracks, Unpainted	4
			Qty, Shelf Track - 04	
			Location, Shelf Track - LS1, LS4, RS1 and RS2	
285	0600350		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations	7
			Qty, Shelf - 07	
			Material Finish, Shelf - DA Finish	

Line	Option	Type	Option Description	Qty
285			Location, Shelves/Trays, Predefined - LS1-Transition Point, RS2-Centered, RS1-Lower Third Left of Partition, LS4-Centered, LS1-Lower Third, LS4-Lower Third and LS4-Transition Point	
286	0746072	SP	Beavertails, Tanker	1
287	0773568		Beavertails, Angled	1
288	0003934		Dust Filter, Compt Louvers	6
289	0600281		Location - LS1, LS2/3, LS4, RS1, RS2, B1 Qty, - 06 Partition, Vertical Compartment, Predefined Locations Qty, Partition - 01 Location, Partition/Toolboard, Predefined - RS1- 14.00" From Forward Door Frame	1
290	0645109		Material Finish, Partition - DA Finish Rack, Zico Quic-Lift, PTS-HA, Hydraulic Tank Rack, LS , Cover Size, Folding Tank - 2500 gallon aluminum Husky ALF-2500EX/QD/QD Cover Material, Rack, Folding Tank or HSH - Painted Smooth Aluminum - Job Color	1
291	0004016		Rub Rail, Aluminum Extruded, Side of Body	1
292	0004027		Fender Crowns, Rear, S/S, Two Pair	1
293	0602346		Hose, Hard Suction, Provided by Dealer, Pumper NFPA 2016 Classification Qty, Hard Suction Hose - 2 Brand, Model, Age of Tool - Kocheck Length, Hard Suction Hose - 10' Diameter, Hard Suction Hose - 6.00" Type of Hose Ends, Couplings, Hard Suction Hose - rocker lug make and long handle female	2
294	0724209		Trough, HSH, Top of Zico Portable Tank Rack Location, Hose Trough/Compartment - b) right side Trough, Material - Alum - Painted Trough, Latch Type - velcro	1
295	0612957		Trough, HSH, (1), Side Sheet Mount Qty, - 01 Location, Hose Trough/Compartment - i) above ladders RS Trough, Material - Alum - Painted Trough, Latch Type - clamps	1
296	0626229		Handrails, Side Pump Panels, Per Print	1
297	0004126		Handrails, Beavertail, Standard	1
298	0004135		Handrail, Rear, Above Hose Bed, Tanker	1
299	0064150		Handrail, Extra - 20-30" Long Location, Handrails - Both under rear hose bed with 8" gap, centered, between the two Qty, Handrails - 02	2
300	0591343	SP	Matting, Rubber, Glued in Place in Air Bottle Compartment Qty, - 04	4
301	0637781		Compt, Air Bottle, Single, Round, Fender Panel, Tandem Axle Qty, Air Bottle Comp - 2 Door Finish, Fender Compt - Painted Location, Fender Compt - Single - RS Fwd and Single - RS Rear Latch, Air Bottle Compt - D-Ring Latch Insert, Air Bottle Compt - Strap	2
302	0617153	SP	Compt, Air Bottle, Single, Round, Fender Panel, Common Triangular Door, Tanker Qty, Air Bottle Comp - 2 Door Finish, Fender Compt - Painted Location, Fender Compt - Single - LS Fwd - DEF Combo - Tanker and Single - LS Rear - Fuel Fill Combo - Tanker Latch, Air Bottle Compt - D-Ring Latch Insert, Air Bottle Compt - Strap	2
303	0004225		Ladder, 24' Duo-Safety 900A 2-Section	1
304	0004230		Ladder, 14' Duo-Safety 775A Roof	1
305	0044302		Brackets, Adjustable, RS, Tanker	1
306	0014245		Ladder, 10' Duo-Safety Folding 585A, w/Mounting Location, Folding Ladder - Behind Ladders on Side Sheet - RS	1
307	0602877		Pike Pole, Pumper, Provided by Fire Department, NFPA 2016 Pike Pole Make/Model - Duo-Safety 10' Pike Pole	1

Line	Option	Type	Option Description	Qty
308	0602875		Pike Pole, 6', Pumper, Provided by Fire Department, NFPA 2016	1
			Pike Pole Make/Model - Duo-Safety 6' Pike Pole	
309	0790282	SP	Tube, Foam Pick-up, Storage, Stop, Painted	1
			Location - inboard of ladders on the PS above the 10' pike pole tube	
310	0004361		Tubes, Alum, Pike Pole Storage	1
			Qty, Pike Pole Tubes - 01	
			Location, Pike Pole Tube - Ladder Storage and Behind Ladders on Side	
			Sheet - PS	
311	0744396	SP	Not Required, Holders For Pike Poles, Fire Department/Dealer Furnished	1
			Fill in Blank - The CTF tube or holder for the 6' pike pole	
312	0593072		Steps, Folding, Front of Body, One Each Side, w/LED, Trident	1
			Coating, Step - luminescent	
313	0592994		Steps, Folding, Rear of Body, w/LED, Trident	1
			Coating, Step - luminescent	
314	0724153		Step, Folding - Extra, Body Only, w/LED, Trident	3
			Qty, Folding Step - 03	
			Location, Additional Step - (2) on the DS front bulkhead, for access to the cargo area, and an additional on the PS	
			Coating, Step - luminescent	
315	0004425		Pump, Waterous, CSU, 1500 GPM, Single Stage	1
316	0004482		Seal, Mechanical, Waterous	1
317	0559769		Trans, Pump, Waterous C20 Series	1
318	0635600		Pumping Mode, Stationary Only	1
319	0605126		Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Waterous	1
320	0003148		Transmission Lock-up, EVS	1
321	0004547		Auxiliary Cooling System	1
322	0014486		Not Required, Transfer Valve, Stage Pump	1
323	0746501		Valve, Relief Intake, Elkhart	1
			Qty - 1	
			Pressure Setting - 125 psig	
			Intake Relief Valve Control - Behind Right Side Pump Panel	
324	0692045		Controller, Pressure, FRC, Pump Boss, PBA400	1
325	0072170		Primer, Trident, Air Prime, Air operated, w/(1) Additional Priming Valve	1
			Inlet Extra Primer - Front Inlet	
326	0658361		Thermal Relief Valve, OPM, w/Red Warning Light and Audible Alarm, Waterous Pump	1
			Location, Thermal Relief Discharge - Ground	
327	0780364		Manuals, Pump, (2) Total, Electronic Copies	1
328	0603129		Plumbing, Stainless Steel and Hose, Single Stage Pump	1
329	0795135		Plumbing, Stainless Steel, w/Foam System	1
330	0004645		Inlets, 6.00" - 1250 GPM or Larger Pump	1
331	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
332	0014650		Pump Suction Tube(s), Short, All	1
333	0084610		Valves, Akron 8000 series- All	1
334	0055600		Not Required, Auxiliary Inlet, Left Side	1
335	0004680		Inlet, Right Side, 2.50"	1
336	0004686		Valve, Inlet(s) Recess Behind Panel, Side Cntrl	1
			Qty, Inlets - 1	
337	0539172		Anodes, Zinc, (3), Pump, 2-Inlet & 1 Discharge Side	1
338	0004700		Control, Inlet, at Valve	1
339	0544957		Inlet, 4" to 6" Front, 5" S/S Plumbing, w/Bleeder Valve, Saber, AXT, Imp, Vel	1
			Inlet, Size - Six	
			Drain, Suction - Swing Handle	
340	0727572		Control, Front Inlet, Elec, Elk Apex Cont, w/O-ride, Access Door	1
341	0755136		Valve, Relief Intake, Front Inlet, Elkhart	1
			Pressure Setting - 125 psig	
342	0521688		Not Required, Cap, Long Handle, Front Inlet, Pre-connected Hose	1
343	0732444		Swivel, Front Inlet, 4.00" to 6.00", w/Drain	1
			Inlet, Size - 6.00" inlet	
			Inlet Bleeder - Petcock/Snubber Style Bleeder	
			Finish, Cap - Chrome	
			Finish, Front Inlet Elbow/Adapter - Chrome	
344	0092569		No Rear Inlet (Large Dia) Requested	1

Line	Option	Type	Option Description	Qty
345	0092696		Not Required, Cap, Rear Inlet	1
346	0064116		No Rear Inlet Actuation Required	1
347	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
348	0038167		Interlock, Cab Lift and Front Suction	1
349	0092568		No Rear Auxiliary Inlet Requested	1
350	0563738		Valve, .75" Bleeder, Aux. Side Inlet, Swing Handle	1
351	0004752		Tank to Pump, (1) 3.00" Valve, 4.00" Plumbing	1
352	0004910		Outlet, Tank Fill, 2"	1
353	0004940		Outlet, Left Side, 2.50"	1
			Qty, Discharges - 01	
354	0092570		Not Required, Outlets, Left Side Additional	1
355	0004945		Outlet, Right Side, 2.50"	1
			Qty, Discharges - 01	
356	0092571		Not Required, Outlets, Right Side Additional	1
357	0005047		Outlet, 4" w/4" Right, Handwheel	1
			Valve, Brand - Akron	
358	0648906		Outlet, Front, 2.50" w/2.50" Plumbing	1
			Fitting, Outlet - 2.50" NST with 90 degree swivel	
			Drain, Front Outlet - Automatic	
			Location, Front, Single - top of left bumper	
359	0092575		Not Required, Outlet, Rear	1
360	0092574		Not Required, Outlet, Rear, Additional	1
361	0004990		Outlet, Front HB, 2.50" w/2.50" Plumbing	3
			Location - two on the left side and one on the right (Beds 1, 2, and 6) route atop the water tank, no pipe guard, rearward to the hose beds specified	
			Qty, Discharges - 03	
362	0752097		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1
363	0563739		Valve, 0.75" Bleeder, Discharges, Swing Handle	1
364	0005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
365	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
366	0025091		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
367	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
368	0045099		Not Required, Elbow, Rear Outlets	1
369	0085695		Not Required, Elbow, Rear Outlets, Large, Additional	1
370	0776148	SP	Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST-LH x 4.00" Storz	1
371	0092504		Reducer, 2.50" FNST x 1.50" MNST, No Cap	3
			Qty, Adapter for Outlets - 03	
			Location, Adapter(s) - front bumper and two rear DS pre-connects	
372	0062133		Control, Outlets, Manual, Pierce HW if applicable	1
373	0095958		Deluge Outlet, Special Height/Location	1
			Fill in Blank - as low as possible to bring down the stow height to a minimum	
374	0753326	SP	Outlet, 3.00" Deluge w/Dual Ctrl, LG HW's, Akron Valve	1
375	0563671		Monitor, Akron 3431 Hi-Riser- No Ground Base	1
			Monitor Finish - Painted by OEM	
376	0501504		Nozzle, Akron 2499, Quad Tips, 3488 and 5160 Manual Fog	1
377	0005070		Deluge Mount, NPT	1
378	0723726		Speedlay Module Not Required	1
379	0722473		Hose Restraint Not Required, No Spdly Module	1
380	0723395		Speedlays, Not Required	1
381	0723394		Speedlays, Not Required	1
382	0029210		Crosslays Sngl Sheet, (2+) 1.50", Spl. Cap/Arrangement	2
			Capacity, Special Xlay - 8.25" wide beds for 1.88" hose in 200' double stacks	
			Qty, Crosslays - 2	
383	0029196		Not Required, 2.50" Crosslay	1
384	0029260		Not Required, Speedlays	1
385	0623374		Hose Restraint, Crosslays, 2" Nylon Web, Seat Belt Buckle, Tether, Bar, Sides	2
			Qty, - 02	
			Color, Strap - Orange	
386	0750536		Hose Restr, Spdly, Not Required, No Spdly	1

Line	Option	Type	Option Description	Qty
387	0615255		Cover, Crosslay, 3/16" Alum Treadplate, Front Hinge	1
			Stay arm, Tray Cover - f) Rubber Latch	
388	0094467	SP	Crosslays, 12.00" Lower Than Standard	1
389	0095358		Foam Sys, Husky 12, Single Agent	1
			Discharge - front bumper, both crosslays, and all three rear pre-connects	
			Amount of Disc. W/Foam - 6	
390	0012126		Not Required, CAF Compressor	1
391	0552481		Refill, Foam Tank, Single Tank, Husky 12, Class A Foam	1
392	0031896		Demonstration, Foam System, Dealer Provided	1
393	0005447		Foam Cell, 30 Gallon, Not Reduce Water	1
			Type of Foam - Class "A"	
394	0505016		Drain, 1.00", Foam Tank #1, Husky 12 Foam System	1
395	0091079		Not Required, Foam Tank #2	1
396	0091112		Not Required, Foam Tank #2 Drain	1
397	0005497		Pump House, Side Control, 48"	1
398	0746445		Approval Dwg, Pump Operator's Panel, Includes Color And Label Tags	1
			Num Of Truck(s) or Sim Unit, OPER Pump Pnl, Dwg - 34107	
399	0615641		Pump Panel Configuration, Similar to Control Zone	1
400	0635355		Material, Pump Panels, Side Control Painted FormCoat Black	1
			Material Finish, Pump Panel, Side Control - Painted FormCoat Black	
			Material, Pump Panel, Side Control - Aluminum	
401	0005578		Panel, Pump Access - Right Side Only	1
402	0035500		Raised Pump House Structure, Side Control	1
403	0583824		Light, Pump Compt, WIn 3SC0CDCR LED White	1
			Qty, - 01	
404	0586382		Gauges, Engine, Included With Pressure Controller	1
405	0005601		Throttle, Engine, Incl'd w/Press Controller	1
406	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle, Green	1
407	0549333		Indicators, Engine, Included with Pressure Controller	1
408	0745568		Indicator Light, Pump Panel, Ok To Pump, Green	1
409	0080713		Control, Air Horn At Pmp Pnl, Red Button, Labeled "Evacuation"	1
410	0533671		Gauge Panel, Hinged at Bottom	1
411	0721901	SP	Label, Vinyl, Pump Engaged	1
			Location - on step lightshield light that illuminates when the pump is engaged	
			Qty, - 1	
412	0009666		Pump Master Gauge Panel Mounted @ Angle	1
413	0005690		Gauges, 6.00" Master, Class 1, 30"-0-600psi	1
414	0038070		Gauge, 2.50" Pressure, Class 1, 30"-0-400psi	1
415	0604123		Gauge, Water Level, FRC, WLA 300-A00, TankVision Pro, w/Remote Light Driver **	1
416	0604059		Gauge, Water Level, FRC, WLA 205-A00, TankVision, Remote Mini Display(s)	1
			Qty, - 01	
			Location, Water Level Gau - a) Cab	
			Activation, Water Level G - b) battery switched	
417	0741076		Water Level Gauge, WIn M4**, 4 Lts, Feature	2
			Location - (1) each side high, rearward, of each crew cab door	
			Qty, - 02	
			Activation, Water Level G - pb) parking brake is applied	
			Color, Lens, LED's - Clear	
			Color, Lt Lvl Full - Green	
			Color, Lt Lvl 3/4 - Blue	
			Color, Lt Lvl 1/2 - Amber	
			Color, Lt Lvl 1/4 - Red	
			Mounting, Water Level - Vertical Mount	
			Color, Trim - Chrome Trim	
418	0750438		Water Level Gauge, WIn PSTANK2, LED 1-Light, 4-Level	1
			Qty, - 01	
			Activation, Water Level G - pb) parking brake is applied	
			Location, Water Level Gauge - Rear Body - RS	
			Color, Trim - Chrome Trim	
419	0604354		Gauge, Foam Level, FRC, Tank Vision Pro, WLA 360-A00, Class "A"	1
420	0663944		Light Shield/Step 8", LED, P25 LED Stp Lt, Prk Brk Activation	1
421	0652533		Light Shield, S/S, LS LED, Under Xlays	1

Line	Option	Type	Option Description	Qty
422	0758319	SP	Light Shield/Step 8" & S/S Under Xlays, LED, PS, P25 LED Stp Lt, Prk Brk **	1
423	0606697		Air Horns, (2) Grover, In Bumper	1
424	0606834		Location, Air Horns, Bumper, Each Side, Outside Frame, Inboard (Pos #2 & #6)	1
425	0540673		Control, Air Horn, DS & PS Ft Sw, Location Feature	1
			Location 1 - passenger side far outboard	
			location - driver side far outboard	
426	0533071		Siren, Wln 295SLSC1, 100 or 200 Watt, w/Plug-in/Detachable Microphone Cord	1
427	0510206		Location, Elect Siren, Recessed Overhead In Console	1
			Location, Elec Siren - Overhead, PS Inside Sw Pnl	
428	0076156		Control, Elec Siren, Head Only	1
429	0601306		Speaker, (1) Wln, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	1
			Connection, Speaker - siren head	
430	0601551		Location, Speaker, Frt Bumper, Recessed, Right Side, Outside Frame, Outbrd(Pos 1)	1
431	0731098		Siren, Federal Q2B Prk Brk Interlock	1
432	0006097		Location of Siren, Recessed in Bumper	1
			Location, Siren, Mech - a) Left	
433	0511550		Control, Mech Siren, DS & PS Foot Sw, Location Feature	1
			Location - driver side outboard, inboard of the air horn switch and passenger side outboard, inboard of the air horn switch	
434	0736164		Sw, Siren Brake, Momentary, LS Overhead Sw Pnl	1
435	0736165		Sw, Siren Brake, Momentary, RS Overhead Sw Pnl	1
436	0746353		Not Required, Warning Lights Intensity	1
437	0603793	SP	Lightbar, Wln, Freedom IV-D, 81", RRRRRRRRRROptRRRRRRRRR	1
			Opticom Priority - b) High	
			Opticom Activation - E-Master	
			Momentary Opticom Activation - No Activation	
			Filter, Whl Freedom Ltbrs - No Filters	
438	0016380		No Additional Lights Req'd, Side Zone Upper	1
439	0773447	SP	Lights, Front Zone, Wln M6** LED, Wrap Hdlr Bzl, 4lts	1
			Color, Lens, LED's - Clear	
			Color, Lt DS Fmt Outside - DS Front Outside Red	
			Color, Lt PS Fmt Outside - PS Front Outside Red	
			Color, Lt DS Front Inside - r) DS Front Inside Red	
			Color, Lt PS Front Inside - r) PS Front Inside Red	
440	0000000	STF	Light, Front, Roto Ray 4000W, PAR46 LED, Btw Grl & Wndshd, Crm Hsng, W FI Sab/Enf	1
			Color, Roto Ray LED, 1 - Red/Clear	
			Color, Roto Ray LED, 2 - Red/Clear	
			Color, Roto Ray LED, 3 - Red/Clear	
441	0752137	SP	Mount & Wrg for Cust Sup, Roto Ray, Enf/Sab AXT, PB Flash	1
442	0672682	SP	Light, Front, Wln M6*C LED, Clear Lens Cab Corner	2
			Location, Lights - (1) each side outside of the warning light bezel on the front (match headlight/signal bezel below)	
			Qty, - 02	
			Color, Lights, Warning - gla) red	
			Control, Light - h) front warning	
443	0554452		Light, Front, Wln M6*C LED, Clear Lens 1st	2
			Location, Lights - in the angled recess on each side of the front bumper	
			Qty, - 02	
			Color, Lights, Warning - gla) red	
			Control, Light - h) front warning	
444	0540692		Lights, Side Zone Lower, Wln M6*C LED, Clear Lens, 3pr, Ovr 25	1
			Location, Lights Front Side - b)each side bumper	
			Color, Lt Side Front - Red	
			Color, Lt Side Middle - Red	
			Color, Lt Side Rear - Red	
			Location, Lights Mid Side - Over Front Wheels	
			Location, Lights Rear Side - Rear Fender Panel	
445	0669155		Lights, Door Interior Flash, 4 Dr Cab, Wln M2* LED	1
			Color, Lights, Warning - c) amber	
			Color, Lens, LED's - c)clear	
446	0680983		Lights, Door Interior Flash, 4 Dr Cab, Weldon 8401-0000-20 LED Strip Light Ovr W	1

Line	Option	Type	Option Description	Qty
447	0653165		Lights, Side, WIn WION* LED, Recessed In Cab Steps, 4lts, AXT/DCF/Enf/Imp/Vel Color, Lights, Warning - gla) red Control, Light - b) side warning	1
448	0679341		Lights, Side, WIn M6*C LED, Clear Lens Location, Lights - (1) each side, forward, over the rear tandem and centered above it Qty, - 02 Color, Lights, Warning - gla) red	2
449	0599570		Lights, Side, WIn M6*C LED, Clear Lens, 2nd Location, Lights - (1) each side, centered rear of the crew cab doors, in alignment with warning lights that are positioned over the front wheels Qty, - 02 Color, Lights, Warning - gla) red	2
450	0540769		Lights, Side, WIn M6*C LED, Clear Lens, 1st Location, Lights - (1) each side, forward and high, on both of the rear body panels Qty, - 02 Color, Lights, Warning - gla) red	2
451	0600877	SP	Lights, Side, WIn WIONSMC* LED, Recessed Into Runningboard Flange, 1st Location, Lights - pump panel running board centered on both sides Qty, - 02 Color, Lights, Warning - gla) red	2
452	0672937		Lights, Side, WIn WIONSMC* LED, Chrome Flange, Mounted In Rub Rail, 1st Location, Lights - centered under LS1, LS4, RS1, RS2 Qty, - 04 Color, Lights, Warning - gla) red Control, Light - b) side warning	4
453	0552092		Mounting, Light, Aluminum Enclosure, Painted, Each Location, Lights - (2) each side high, with one forward and one rearward, on the rear body panels for the M6 and side scene lights Qty, - 04	4
454	0540783		Lights, Rear Zone Lower, WIn M6*C LED Color, Lt DS Rear - r) DS Rear Lt Red Color, Lt PS Rear - r) PS Rear Lt Red	1
455	0729798		Lights, Rear, WIn WIONSM* LED, Recessed In Tailboard, 1st Location - in the rear tailboard spaced evenly from side to side Qty, - 04 Color, Lights, Warning - Red Flashing Control, Light - c) rear lower warning Color, Lens, LED's - c)clear Color, Trim - Chrome Housing	4
456	0754220		Lights, Rear, WIn M6** LED, Features 1st Location - above the tail lights each side of the rear Qty, - 02 Color, Lights, Warning - Amber Flashing Control, Light - c) rear lower warning Color, Lens, LED's - Clear Color, Trim - Chrome Trim	2
457	0749914		Light, Rear Zone Upper, WIn B63M7**, Rota-Beam & M7** LED Lt Color, Lens, LED's - Clear Color, Beacon, DS LED's - Red Color, Beacon, PS LED's - Red Color, Lt, Rear Lower DS - DS Rear Lower Red Color, Lt, Rear Lower PS - PS Rear Lower Red	1
458	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
459	0086618		Rear Warning Brackets, Low Mount, S/S, Tanker	1
460	0780350		Receptacle Strip, 15A 120V 6-Place, Interior Cab Qty, - 01 Location 1 - lower centered FF EMS compartment, high on the rear wall AC Power Source - Shoreline	1
461	0779722		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Body Qty, - 01 Location 1 - RS1, right wall, as far outboard as possible and the top of the receptacle should be 24" off the floor AC Power Source - Shoreline	1

Line	Option	Type	Option Description	Qty
461			Cover, Receptacle - Interior SS Wall Plate(s)	
462	0519934		Not Required, Brand, Hydraulic Tool System	1
463	0649736		Not Required, Hydraulic Tools	1
464	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
465	0766730		Speed Wrench, Electric Valve Override	1
466	0602516		NFPA Required Loose Equipment, Pumper, NFPA 2016, Provided by Fire Department	1
467	0602407		Soft Suction Hose, Provided by Fire Department, Pumper NFPA 2016 Classification	1
468	0602390		Strainer, Provided by Fire Department, Pumper NFPA 2016 Classification	1
469	0602538		Extinguisher, Dry Chemical, Pumper NFPA 2016 Class, Provided by Fire Department	1
470	0602360		Extinguisher, 2.5 Gal. Pressurized Water, Pumper NFPA 2016, Provided by Fire Dept	1
471	0602679		Axe, Flathead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
472	0741569		Paint Process / Environmental Requirements, Appleton	1
473	0709567		Paint, Single Color, Enforcer	1
			Paint Color, Cab - #268 red	
474	0709845		Paint, Single Color, Body	1
			Paint, Body - Match Lower Cab	
475	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard	1
			Paint Color, Frame Assembly, Predefined - Lower Job Color	
476	0693797		No Paint Required, Aluminum Front Wheels	1
477	0693792		No Paint Required, Aluminum Rear Wheels	1
478	0733739		Paint, Axle Hubs	1
			Paint, Axle Hub - Lower Job Color	
479	0007234		Compartment, Unpainted, D/A Finished	1
480	0544129		Reflective Band, 1"-6"-1"	1
			Color, Reflect Band - A - e) black	
			Color, Reflect Band - B - l) white	
			Color, Reflect Band - C - za) black	
481	0680703		Reflective Stripe Across Cab Face	1
482	0764367	SP	Stripe, Chevron, Rear, Oralite, Tanker/Pumper	1
483	0027341		Jog, In Reflective Stripe, Single or Multiple	1
			Qty, - 1	
484	0669643		Stripe, Reflective, Inside Aluminum Rub Rail	4
			Color, Reflect Band - A - a) white	
			Qty, - 04	
485	0763983		Stripe, Oralite, Chevron, Front Bumper	1
			Size, Chevron Striping - 06	
			Color, Oralite Band - A - Red V98-12	
			Color, Oralite Band - B - Fluorescent Lime V98-112	
486	0763939		Stripe, Reflective, Chevron, Cab and Crew Cab Doors Interior, Oralite/Reflexite	1
			Size, Chevron Striping - 06	
			Color, Oralite Band - A - Red V98-12	
			Color, Oralite Band - B - Fluorescent Lime V98-112	
487	0594559		Lettering Specifications, (Sign Gold Process)	1
488	0685887		Lettering, Sign Gold, 7.00", Each	18
			Qty, Lettering - 18	
			Outline, Lettering - Outline and Shade	
489	0685826		Lettering, Sign Gold, 2.00", Each	22
			Qty, Lettering - 22	
			Outline, Lettering - Outline and Shade	
490	0685849		Lettering, Sign Gold, 3.00", Each	22
			Qty, Lettering - 22	
			Outline, Lettering - Outline and Shade	
491	0685817		Lettering, Sign Gold, 4.00", Each	11
			Qty, Lettering - 11	
			Outline, Lettering - Outline and Shade	
492	0686002		Lettering, Reflective, 8.00", Each	1
			Qty, Lettering - 01	
			Outline, Lettering - Outline and Shade	
493	0057028		Lettering, Reflective, "Dial 911 Emergency", Pair	1
			Color, Lettering - a) white	

Line	Option	Type	Option Description	Qty
493			Location, Lettering - LS1 and RS1 per the LP Size, -Dial 911- - 06	
494	0741840		Lettering, Reflective, Full Width Mud Flap, 2 Colors Fill in Blank - TAN KER (ref 34107) Configuration - TAN2KER per the LP Fill in Blank 2 - 2 per the LP Font, Lettering, Mud Flap - Helvetica Outline, Lettering, Mud Flap - Ruby Red Outline Color, Lettering, Mud Flap - White Color, Lettering, Mud Flap, 2nd - White Outline, Lettering, Mud Flap, 2nd - Ruby Red Outline Font, Lettering, Mud Flap, 2nd - Full Block	1
495	0622132	SP	Emblem Per Quote, Sign Gold, Number, w/Ribbon, Pair Location, Emblem - crew cab doors	1
496	0684135		Emblem, Monogram w/Scrolling, Sign Gold, 15"-17", Pair Qty, - 01	1
497	0654570		Emblem, Vinyl, Per Dept. Submittal, Each Qty, - 02 Location, Emblem - crew cab windows Size, Dept Seal, Vinyl - 10"-12"	2
498	0769753		Emblem, American Flag Painted on Cab Grille, All Custom Chassis	1
499	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom Qty, - 01	1
500	0772037		Manual, Chassis Service, USB Flash Drive, Custom Qty, - 01	1
501	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
502	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
503	0696698		Warranty, Engine, Cummins, 5 Year, WA0181	1
504	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
505	0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
506	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
507	0733305		Warranty, Tandem Axle, 5 Year, Meritor, General Service, WA0384	1
508	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
509	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
510	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
511	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
512	0708760		Warranty, Not Applicable, LED Strip Lights	1
513	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
514	0685945		Warranty, Transmission Cooler, WA0216	1
515	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
516	0596026		Warranty, Structure, 5 Year, Tanker/Pumper, WA0005	1
517	0690936		Warranty, Roll up Doors, Not Required	1
518	0734463		Warranty, Pump, Waterous, 7 Year Parts, WA0382	1
519	0648675		Warranty, 10 Year S/S Pumping, WA0035	1
520	0657846		Warranty, Foam System, Husky 12, WA0231	1
521	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
522	0595412		Warranty, Graphics Lamination, 1 Year, Apparatus, WA0168	1
523	0683627		Certification, Vehicle Stability, CD0156	1
524	0736243		Certification, Engine Installation, Enforcer, Cummins X12, 2021	1
525	0686786		Certification, Power Steering, CD0098	1
526	0631980		Certification, Cab Integrity, Saber FR/Enforcer, CD0130	1
527	0631973		Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
528	0631978		Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1
529	0631974		Certification, Electric Window Durability, Saber FR/Enforcer, CD0133	1
530	0631977		Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1
531	0735949		Certification, Cab HVAC System Performance, SFR/Enf, CD0165/CD0167/CD0174/CD0175	1
532	0545073		Amp Draw Report, NFPA Current Edition	1
533	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
534	0799248		Appleton/Florida BTO	1
535	0000019		TANKER	1

Line	Option	Type	Option Description	Qty
536	0000012		PIERCE CHASSIS	1
537	0004713		ENGINE, OTHER	1
538	0046396		EVS 4000 Series TRANSMISSION	1
539	0020011		WATEROUS PUMP	1
540	0020009		POLY TANK	1
541	0028048		FOAM SYSTEM	1
542	0020006		SIDE CONTROL	1
543	0020007		AKRON VALVES	1
544	0020014		FRONT SUCTION	1
545	0020015		ABS SYSTEM	1
546	0658751		PUMPER BASE	1



County of Spotsylvania

Procurement Division

8800 Courthouse Road (P.O. Box 215)

Spotsylvania, VA 22553

Ph. 540/507-7586 Fax 540/582-6304

PURCHASE ORDER

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

P.O. NUMBER 21097

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

To: Atlantic Emergency Solutions, Inc.
12351 Randolph Ridge Lane
Manassas, VA 20109

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

Attn: Michael Yancey – myancey@atlanticemergency.com

Attn: Steve Cooper/Craig Greenlaw

		SHIP VIA	F.O.B. POINT	TERMS	
July 28, 2021			Destination	Net 30 Days	
QTY	UNIT	DESCRIPTION		UNIT PRICE	TOTAL
1	EA	2022 Pierce Enforcer Pumper as per Atlantic Emergency Solutions Letter and Proposal for County of Spotsylvania, Virginia dated May 4, 2021. Contract documents consist of and are incorporated herein: 1. County of Spotsylvania Purchase Order #21097 dated July 28, 2021 and Spotsylvania County Purchase Order General Terms & Conditions dated February 25, 2019; 2. Atlantic Emergency Solutions Letter and Proposal for County of Spotsylvania to Chief Cullinan dated May 4, 2021; 3. Sourcewell (formerly NJPA) Request For Proposal (RFP #022818) for Firefighting, Apparatus, With Related Equipment, Accessories and Supplies dated January 11, 2018; 4. Pierce Manufacturing, Inc. Contract Acceptance and Award for Contract #022818-PMI executed on April 20, 2018 with effective date of Contract April 16, 2018 through April 16, 2022		\$759,526.00	\$759,526.00
				TOTAL	\$759,526.00

If there are any questions concerning this purchase order, please contact Elaine Guinn - Spotsylvania County Procurement Division. Ph. 540/507-7599;

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 FREM
P O Box 818
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: FREM
Requisitioned By: Steve Cooper

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 received 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>



May 4, 2021

County of Spotsylvania, Virginia
P.O. Box 215
8800 Courthouse Road
Spotsylvania, Virginia 22553

Chief Cullinan,

Atlantic Emergency Solutions is proud to offer proposals for a 2022 Pierce Enforcer Pumper and a 2022 Pierce Enforcer Tanker. Sourcewell Contract 022818-PMI was awarded to Pierce Manufacturing, Inc., and will be utilized for this sale. Spotsylvania County is a registered member of Sourcewell (Member #7455).

Pierce Enforcer Pumper: \$759,526.00

Pierce Enforcer Tanker: \$913,680.00

Total Purchase Price: \$1,673,206.00

Build Interval: 375 Days to 465 Days

I appreciate the opportunity to have worked with you and your committee on the design of this piece of apparatus. On behalf of everyone at Atlantic, thanks for the consideration and we look forward to working with all of you in the future.

Sincerely,

Michael Yancey

Michael Yancey
Regional Account Manager
Atlantic Emergency Solutions
540.661.2778
myancey@atlanticemergency.com



Proposal Option List

5/4/2021

Customer:	Spotsylvania County Fire, Rescue & Emergency Mgt	Bid Number:	626
Representative	Yancey, Michael	Job Number:	
Organization:	Atlantic Emergency Solutions, Inc	Number of Units:	1
Requirements Manager:		Bid Date:	06/01/2021
Description:	Spotsylvania FY22 Pumper	Stock Number:	
Body:	Pumper, Short, Aluminum, 2nd Gen	Price Level:	40 (Current: 40)
Chassis:	Enforcer Chassis	Lane:	

Line	Option	Type	Option Description	Qty
1	0766611		Boiler Plates, Pumper	1
			Fire Department/Customer - County of Spotsylvania, Virginia	
			Operating/In conjunction W-Service Center - Operating	
			Miles - 75 Miles	
			Number of Fire Dept/Municipalities - 5	
			Bidder/Sales Organization - Atlantic Emergency Solutions	
			Delivery - Delivery representative	
			Dealership/Sales Organization, Service - Atlantic Emergency Solutions	
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0670275		Unit to be Similar in some Aspects, Excluding Pump Panel	1
			Fill in Blank - 34108	
7	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
8	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
9	0588611		Vehicle Certification, Pumper	1
10	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
11	0536644		Customer Service Website	1
12	0766110		Consortium, Sourcewell	1
13	0537375		Unit of Measure, US Gallons	1
14	0030006		Bid Bond Not Requested	1
15	0540326		Performance Bond, Not Requested	1
16	0000007		Approval Drawing	1
17	0002928		Electrical Diagrams	1
18	0649754		Enforcer Chassis	1
19	0000110		Wheelbase	1
			Wheelbase - 177.5"	
20	0000070		GVW Rating	1
			GVW rating - 45,000#	
21	0649713		Frame Rails, 10.25" x 3.50" x .375", Saber FR/Enf	1
22	0020018		Frame Liner Not Req'd	1
23	0633906		Axle, Front, Oshkosh TAK-4, Non Drive, 18,000 lb, Enforcer	1
24	0633905		Suspension, Front TAK-4, 18,000 lb, Enforcer	1
25	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
26	0000322		Oil Seals, Front Axle	1
27	0677584		Tires, Front, Goodyear, G296 MSA, 385/65R22.50, 18 ply, Fire Service Load Rating	1
28	0019611		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1
29	0530460		Axle, Rear, Meritor RS26-185, 27,000 lb, Saber/Enforcer	1
30	0544253		Top Speed of Vehicle, 68 MPH	1
31	0565380		Suspen, Rear, Single Slipper Spring, 27,000 lb, Saber/Enforcer	1
32	0000485		Oil Seals, Rear Axle	1
33	0587216		Tires, Rear, Goodyear, G622 RSD, 12R22.50, 16 ply, Single	1
34	0019625		Wheels, Rear, Alcoa, 22.50" x 8.25", Aluminum, Hub Pilot, Single	1
35	0568081		Tire Balancing, Counteract Beads	1
36	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle	1
			Qty, Tire Pressure Ind - 6	
37	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
38	0001960		Axle Hub Covers, Rear, S/S, High Hat (Pair)	1
39	0057936		Covers, Lug Nut, Chrome	1
40	0691200		Extender, Valve Stem, 180 Degree, Single Axle, Pair	1

Line	Option	Type	Option Description	Qty
41	0742343		Mud Flap, Full Width, Rear, Custom Logo	1
42	0002045		Mud Flap, Front and Rear, Pierce Logo	1
43	0767032	SP	Valve, Extension Stabilizer System, Rear Inside Tires Only	1
44	0756882	SP	Chains, Onspot, Automatic Tire, Custom, Short Body, Locking Switch, Eng Approval	1
45	0544802		Chocks, Wheel, SAC-44-E, Folding	1
			Qty, Pair - 01	
46	0544806		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal	1
			Qty, Pair - 01	
			Location, Wheel Chocks - Left Side Rear Tire, Forward and Rearward	
47	0593760		ESC/ABS/ATC Wabco Brake System, Single Rear Axle, 2010	1
48	0652082		Brakes, Meritor, EX225, 17", Disc Plus, TAK-4	1
49	0509206		Brakes, Meritor, EX225, Disc Plus, Rear, Single Axle	1
50	0020784		Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1
51	0644232		Brake Reservoirs, 4,272 Cubic Inch Minimum Capacity, Saber FR/Enforcer	1
52	0617092		Air Dryer, Wabco System Saver 1200, With Wet Tank, Heated,Saber FR/Enforcer	1
53	0070790		Brake Lines, Nyl w/Wire Reinf At Ea Brake Chamber	1
54	0000858		Inlet/Outlet, Air, w/Disconnect Fitting	1
			Location, Air Coupling(s) - a) DS Step Well, Forward	
			Qty, Air Coupling (s) - 1	
55	0586772		Box, Recessed, Alum Treadplate, for Air Fitting	1
			Location - DS forward stepwell for air fitting	
			Qty, Air Coupling (s) - 1	
56	0004200		Hose, Air 25' length, w/air chuck	1
			Qty, - 1	
57	0014130		Air Tank, Additional for Extra Air Horn Capacity	1
58	0532965		Compressor, Air, Kussmaul 091-9B-1-AD, Auto Drain, 120V Brake Sys	1
			Location - behind the driver's seat - same as 32289	
59	0000820		Moisture Ejector, Automatic, w/Heat	4
			Qty, Auto. Moisture Eject - 4	
			Location, Moisture Ejector - Wet Tank, Primary and Secondary and Additional Tank	
60	0615609		Fittings, Compression Type, Entire Apparatus, Single Rear Axle	1
61	0736437		Engine, Cummins L9, 450 hp, 1250 lb-ft, W/OBD, EPA 2021, Saber FR/Enforcer	1
62	0001244		High Idle w/Electronic Engine, Custom	1
63	0687994		Engine Brake, Jacobs Compression Brake, Cummins Engine	1
			Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo	
64	0644227		Clutch, Fan, Air Actuated, Saber FR/Enforcer	1
65	0640477		Air Intake, Metal Screen, Saber FR/Enforcer	1
66	0794761		Exhaust System, 4", 2017 L9 Engine, Horizontal, Right Side	1
67	0606409	SP	Diffuser, Exhaust, Modified For Extraction, 4"x5"x7"x5", Flush w/Rub Rail	1
68	0788765		Radiator, Saber FR/Enforcer	1
69	0001090		Cooling Hoses, Rubber	1
70	0001125		Fuel Tank, 65 Gallon, Left Side Fill	1
71	0001129		Lines, Fuel	1
72	0692516		DEF Tank, 4.5 Gallon, DS Fill, Rear of Axle, Common Door, Spring Flip Door	1
			Door, Material & Finish, DEF Tank - Painted	
73	0723716		Fuel Priming Pump, Electronic, Automatic, Cummins	1
74	0552712		Not Required, Shutoff Valve, Fuel Line	1
75	0699437		Cooler, Chassis Fuel, Not Req'd.	1
76	0690880		No Selection Required From This Category	1
77	0642572		Trans, Allison 5th Gen, 3000 EVS P, w/Prognostics, Imp/Vel/DCF/SFR/Enf	1
78	0625329		Transmission, Shifter, 5-Spd, Push Button, 3000 EVS	1
79	0684459		Transmission Oil Cooler, Modine, External	1
80	0090176		Mode, Downshift, Aggressive downshift to 3rd, w/engine brake, 5 speed	1
81	0027843		Fluid, 3000 Series Trans, Allison Approved TES-295 Synthetic, IPOS, Custom	1
82	0001370		Driveline, Spicer 1710	1
83	0669988		Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
84	0605356		Steering Wheel, 4 Spoke without Controls, Saber FR/Enforcer	1
85	0690274		Logo/Emblem, on Dash	1
			Text, Row (1) One - ---	
			Text, Row (2) Two - SPOTSYLVANIA	
			Text, Row (3) Three - COUNTY F&R	

Line	Option	Type	Option Description	Qty
86	0606432		Bumper, 19" Extended, Steel Painted, Reinforced, Saber FR/Enforcer	1
87	0640197		Tray, Hose, Center, 19" Bumper, Outside Air Horns	1
			Grating, Bumper extension - Grating, Rubber	
			Capacity, Bumper Tray - 20) 125' of 1.75"	
88	0604865	SP	Hose Restraint, Bumper Tray, Velcro Straps, Pair, Location at Final Inspection	1
			Qty, Pair - 01	
89	0742209	SP	Tray, (1) Hose Right Side of Bumper, 13" Deep, Size	1
			Capacity, Hose Tray - as wide x long as space permits	
			Grating, Bumper extension - Grating, Rubber	
90	0602233	SP	Hose Restraint, Bumper Tray, Velcro Straps, Pair, Mount at Final Inspection	1
			Qty, Pair - 01	
91	0778092		Lift & Tow Package, Enforcer	1
92	0628336		Tow Eyes, Painted, Below Deck, Color Feature	1
			Paint, Color - #268 red	
93	0558109		Notch, Front For Recessing Of Q2B, Painted Bumper	1
			Location - left	
94	0692444		Recess, Front/Side Warning Light, In Angled Corner of Extended Bumper	1
			Material, Brkt, Recess Lt Bumper - Painted Smooth Aluminum	
95	0532853		Recess, Side Zone Warning Light, In Side of Extended Bumper	1
			Material, Brkt, Recess Lt Bumper - Painted Smooth Aluminum	
96	0516238		Partition, Adjustable, Aluminum in Hose Tray, Qty, Location	1
			Location - center tray, front to back (to divide left/right), adjustable from side to side (and removable)	
			Qty, - 01	
97	0698960		Coating, Top Flange, Front Bumper, Outside Exterior, Line-X Coating, Black	1
98	0625650		Cab, Enforcer, 7000	1
99	0647919		Engine Tunnel, ISL, Saber FR/Enforcer	1
100	0610508		Rear Wall, Interior, Adjustable Seating, Not Available	1
101	0632103		Rear Wall, Exterior, Cab, Saber FR/Enforcer	1
			Material, Exterior Rear Wall - Aluminum Treadplate	
102	0639727		Cab Lift, Elec/Hyd, Manual Override, Saber FR/Enforcer	1
103	0695930		Grille, Bright Finished, Front of Cab, Dash CF/Enforcer	1
104	0002224		Scuffplates, S/S At Cab Door Jambs, 4-Door Cab	1
			Material Trim/Scuffplate - c) S/S, Polished	
105	0647932		Not Required, Trim, S/S Band, Across Cab Face, AXT/Dash CF/Saber/Enforcer	1
106	0015440		No Chrome Molding, On side of cab	1
107	0521669		Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	1
108	0639071		Cover, S/S, Bottom Mounting, Retractable Mirrors	1
109	0517525		Mirrors, 8" K-10 Eyeball, PS Cab Front, Front Cross View	1
110	0648173		Door, Full Height, Saber FR/Enforcer 4-Door Cab, Level Roof	1
			Key Model, Cab Doors - 1041	
			Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	
111	0655543		Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1
112	0630636		Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer	1
113	0638310		Steps, 4-Door Cab, Saber FR/Enforcer	1
			Step Well Material - Aluminum Treadplate	
114	0770194		Handrail, Exterior, Knurled, Alum, 4-Door Cab	1
115	0634786		Lights, Cab & Crew Cab Accs Stps, P25, LED w/Bezel, 6lts	1
116	0583698		Fenders, S/S on cab, Extra Wide, Saber/Enf	1
117	0557023		Handrail, 10", Below Cab Windshield, Pair	1
118	0586968		Handrail, Interior, Crew Cab Doors, Angled	1
119	0660261		Grab Hole Red Webbed, Added to Front Cab Door Webstrap	1
120	0637984		Window, Side of C/C, Fixed, Saber FR/Enforcer	1
121	0786290		Window Tint, Crew Cab Door, Left Side, Privacy Dark Gray	1
122	0786284		Window Tint, Behind Cab Door, Right Side, Privacy Dark Gray	1
123	0786299		Window Tint, Behind Cab Door, Left Side, Privacy Dark Gray	1
124	0786279		Window Tint, Crew Cab Door, Right Side, Privacy Dark Gray	1
125	0784217	SP	Compt, Storage, 12.75 W x 26 H x 15 D,(1) Ea Side CC,DBl Pan,Rev Hng,70" SFR/Enf	1
			Light, Aux Cab Compartments - Amdor, Red Sticker Side	
			Finish, Exterior Cab Compt - D/A Finish	
			Door, Exterior Stop - 2-Bumper	

Line	Option	Type	Option Description	Qty
126	0771571	SP	Louvers, Auxiliary Compartment Qty, - 02 location - one in each aux cab compartment	2
127	0745808		Scuffplate, Inner Door Pan, Aux Cab Compts, Pair Material Trim/Scuffplate - b) S/S, Brushed	1
128	0765000	SP	Dust Filter, Compt Louvers Qty, - 02 location - one in each aux cab compartment	2
129	0604171		Scuffplate, Brushed S/S, Bottom of Door Frame, Each Qty, - 02 location - LS4 and RS3	2
130	0776419		Lettering, Laser Cut, S/S Screen, Below Grille, SFR/Enf Fill in Blank - SPOTSYLVANIA	1
131	0797070		Recess Windshield Washer Fill, SFR/Enf	1
132	0644019		Holder, Cup, 4" Diameter x 4" High x 1" Slit on Side, Matting, Alum, Each Location - mount at final Qty, - 05	5
133	0725063		Dash, Heavy Duty Metal, Enforcer	1
134	0740050	SP	Work Surface, 3/16" Alum, Full Eng Tnl, Lip, Encl Rear, SFR/Enf L9 Mounting Provision Spacing - .75" Material Finish, Cab Interior - Painted	1
135	0724578	SP	Computer Mount, Gamber Johnson 6" Locking Slide Arm Location - dash in front of the officer's seat Qty, - 01	1
136	0797221		Cab Interior, Turnout Tuff Headliner, Saber FR/Enforcer Color, Cab Interior Vinyl/Fabric - c) Black Engine Tunnel Cover - Black Turnout Tuff Cab Interior Rear Wall Material - Painted Aluminum	1
137	0753903		Cab Interior, Paint Color, Saber FR/Enforcer Color, Cab Interior Paint - b) black	1
138	0052100		Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer	1
139	0722696		HVAC, Enforcer, CARE HVAC System, Filter Access - Removable Panel Auxiliary Cab Heater - Both HVAC System, Control Loc. - Panel Position #12 Plenum Cover Material - Metal, Painted	1
140	0639675		Sun Visor, Smoked Lexan, AXT, Dash CF, Imp/Vel, Saber FR/Enforcer Sun Visor Retention - Thumb Latch	1
141	0634328		Grab Handles, Driver and Officer Door Posts, Saber FR/Enforcer	1
142	0583938		Lights, Engine Compt, Custom, Auto Sw, Wln 3SC0CDCR, 3" LED, Trim Qty, - 01	1
143	0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT	1
144	0605791	SP	Map box, 4 bin/30 Deg Slant - Any Pierce Custom Ch, w/(1) 4" H Location - mount at final	1
145	0583042		Side Roll and Frontal Impact Protection	1
146	0622618		Seating Capacity, 5 Seats	1
147	0752821	SP	Seat, Driver, Bostrom, Sierra, Air Ride, High Back, Safety, Sp Ctrl Loc, SFR/Enf Bostrom, Zip Clean Cover - (0) None	1
148	0632914		Seat, Officer, Bostrom 450, Fixed, SCBA, Safety, Saber FR/Enforcer Bostrom, Zip Clean Cover - (0) None	1
149	0620420		Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer	1
150	0633758		Seat, Rear Facing C/C, DS Outboard, Bostrom 450, SCBA, Safety, Saber FR/Enf Bostrom, Zip Clean Cover - (0) None	1
151	0102783		Not Required, Seat, Rr Facing C/C, Center	1
152	0633756		Seat, Rear Facing C/C, PS Outboard, Bostrom 450, SCBA, Safety, Saber FR/Enf Bostrom, Zip Clean Cover - (0) None	1
153	0108189		Not Required, Seat, Forward Facing C/C, DS Outboard	1
154	0776670	SP	Cabinet, Fwd Fcng, Ctr, 44 W x 54 H x 28 D, Lwr 2" Web, Liftup, Sp Swt, Chmf, SFR/Enf Light, Short Cabinet - Amdor, Interior, White, Right Side, Amdor, Interior, White, Left Side and Amdor, Interior, White, Horizontal Material Finish, Shelf - Painted - Cab Interior Shelf/Tray, Cabinet - (2) Shelves, Adjustable, 0.75" Up-Turned Lip	1

Line	Option	Type	Option Description	Qty
154			Louvers, Cabinet - 0-No Louvers	
155	0632583		Seat, Fwd Facing C/C, PS Outboard, Bostrom Sierra, Hi-Back,Foldup,Safety,SFR/Enf	1
156	0042359		Bostrom, Zip Clean Cover - (0) None Upholstery, Seats In Cab, All Vinyl, Bostrom, CARE	5
			Color, Cab Interior Vinyl/Fabric - c) Black Qty, - 05	
157	0677039		Bracket, Air Bottle, Bostrom "SecureAll", Cab Seats, Bostrom Only	3
			Qty, - 03	
158	0585586	SP	Seat Mounting, Forward Facing CC, As Far Rearward As Possible	1
159	0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer	1
			Seat Belt Color - Red	
160	0543914		Helmet Storage, In Body Compartment	1
161	0622090	SP	Lights, Dome, WIn 60C*EGCS Dual LED 4 Lts, Location	1
			Location - one each side in crew cab centered overhead between the forward and rear facing seats (w/switch facing seats) on each side	
			Color, Dome Lt - Red & White	
			Control, Dome Lt White - Lens Switch	
			Control, Dome Lt Color - Door Switches and Lens Switch	
162	0628471		Light, Map, Overhead, Peterson M371S LED, Rectangula w/Switch	2
			Location - over the right shoulder of the driver and over the left shoulder of the officer	
			Qty, - 02	
			12vdc power from - Battery switched	
163	0556186		Handlits, (4) Streamlight, Survivor C4 LED, 12v, Orange, 90503 Steady Charge	1
			Location, Lights - mount at final	
164	0554191		Handlight, Streamlight, Fire Vulcan, 44451, C4 LED, Tail Lights, 12v, Orange	4
			Qty, Lights - 04	
			Location, Lights - mount at final	
165	0603606		Cab Instruments, Ivory Gauges, Chrome Bezels, Enf MUX	1
			Emergency Switching - Individual Switches	
166	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
167	0683556		Light, Do Not Move Apparatus, WIn M2R Red LED	1
			Alarm, Do Not Move Truck - Steady Alarm	
168	0509042		Messages, Open Dr/DNMT, Color Dsply,	1
169	0611683		Switching, Cab Instrument Lower Console & Overhead, Membrane, Enforcer WiFi MUX	1
170	0622921		Wiper Control, 2-Speed with Intermittent, Wired to Prk Brk, MUX, Enforcer	1
171	0797189		Wiring, Spare, 4.8 A 12V DC, USB Termination Blue Sea 1045 1st	3
			Qty, - 03	
			12vdc power from - Battery direct	
			Location - one (1) in the rear crew cab recessed to the right of the fluid access panel, one (1) in the rear crew cab recessed to the left of the fluid access panel, and one (1) at the officer side of the instrument panel	
172	0547960		Wiring, Spare, 40 A 12V DC 1st	1
			Qty, - 01	
			12vdc power from - Battery direct	
			Wire termination - Butt Splice	
			Location - radio compt below the officer's seat	
173	0560535		Wiring, Spare, 15 A 12V DC 4th	3
			Qty, - 03	
			12vdc power from - Battery direct	
			Wire termination - 15 amp power point plug	
			Location - one (1) in the rear crew cab recessed to the right of the fluid access panel, one (1) in the rear crew cab recessed to the left of the fluid access panel, and one (1) at the officer side of the instrument panel	
174	0548009		Wiring, Spare, 20 A 12V DC 1st	2
			Qty, - 02	
			12vdc power from - Battery direct	
			Wire termination - Butt Splice	
			Location, Spare Wiring - behind the driver seat and behind the officer's seat	
175	0548007		Wiring, Spare, 15 A 12V DC 3rd	1
			Qty, - 01	
			12vdc power from - Battery direct	

Line	Option	Type	Option Description	Qty
175			Wire termination - Butt Splice	
			Location - coiled up with 6' of slack in the top of LS3	
176	0697394		Instrument Panel Layout, Match Existing	1
			Fill in Blank - match 34108	
177	0615386		Vehicle Information Center, 7" Color Display, Touchscreen, MUX	1
			System Of Measurement - US Customary	
178	0734857		Collision Mitigation, HAAS Alert (R2V), HA5	1
			Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription	
179	0606247		Vehicle Data Recorder w/CZ Display Seat Belt Monitor	1
180	0606226		Signal, Recordable, VDR, Silence Alarm, AXT MUX, DCF, SFR/Enf, Imp/Vel, Qtm	1
181	0734229		Intercom, David Clark, 5-Pos, 2-Radio, (D,O,RPTT), 3obC, U3805	1
			Location - Each side per the IP	
			Location, Intercom, C Cab - 3) 2 rear 1forward facing	
182	0637058		David Clark Universal Radio Interfaces Included with Single/Dual System	1
			Location, Radio Interface - By the emergency radio under the PS seat.	
183	0597914		Headset, David Clark, H3442 Under Helmet, Flex Mic	5
			Qty, - 05	
			Location - all cab and crew cab seating positions	
184	0681408		Hangers For Headsets, NFPA, Each	5
			Qty, - 05	
			Location, Headset Hangers - Driver Seat, Officer Seat, DS Outbrd, Rear	
			Fcng Seat, PS Outbrd, Fwrd Fcng Seat and PS Outbrd, Rear Fcng Seat	
185	0698805		Bracket, Johnny Ray, Heavy Duty Swivel, 14 lb. Rating	1
			Location - centered and mounted as far rearward on the underside of the	
			ovehead console as possible	
186	0559156		Install Customer Provided Two-Way Radio(s)	2
			Location - one in LS3, to the bottom of the upper shelf on the left, and	
			one in the cab on the Johnny Ray swivel	
			Qty, - 02	
187	0597940		Install Customer Provided Two-Way Radio Speaker(s)	2
			Location - one in the L3 compartment above the radio on left wall and	
			one in the cab, officer side overhead, per the IP layout	
			Qty, - 02	
188	0723430	SP	Antenna, Panorama, 5 in 1, Low Profile Dome Antenna	1
			Location - Cable to be coiled up in headliner at the driver's side rear	
			portion of the cab.	
			Qty, - 01	
			Color, Antenna - White	
189	0696438		Antenna Mount, Custom Chassis, Cable Routed to Radio Box	2
			Location - (1) each on the DS and PS cab roof	
			Qty, - 02	
190	0615112		Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi	1
191	0624253		Electrical System, Enforcer MUX	1
192	0079211		Batteries, (6) Exide Grp 31, 950 CCA each, Threaded Stud	1
193	0008621		Battery System, Single Start, All Custom Chassis	1
194	0002698		Battery Compartment, Saber/Enforcer	1
195	0676606	SP	Charger, Sngl Sys, Kussmaul, 1200, 091-187-12	1
196	0515703		Location, Charger, Cab Behind Driver Seat	1
197	0530960		Not Required, Remote Battery Charger Indicator	1
198	0770145		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, 091-55-194X-XXX	1
			Cover	
			Color, Kussmaul Cover - b) red	
			Shoreline Connection - the battery charger, air compressor, and shoreline	
			powered receipts	
199	0026800		Shoreline Location	1
			Location, Shoreline(s) - DS Cab Side	
200	0647729		Alternator, 320 amp, Delco Remy 40SI	1
201	0745458	SP	Programming, Elect Horn, Cab Drs Prk Brk Released	1
202	0698237		Override Switch, Prk Brk Interlock for Windshield Wipers	1
			Location - Panel #9 per the IP layout	
203	0092582		Load Manager/Sequencer, MUX	1
			Enable/Disable HI-Idle - e)High Idle enable	
204	0783153		Headlights, Rect LED, JW Spkr Evo 2, AXT/DCF/Enf/Imp/Sab/Vel	1
			Color, Headlight Bez - Chrome Bezel	

Line	Option	Type	Option Description	Qty
205	0625953		Light, Directional, Wln 600 Cmb, Cab Crn, Wrp Bzl Out HD Lts, Enf, Sab FR Color, Lens, LED's - c)clear	1
206	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
207	0736083		Lights, Clearance/Marker, Side, P25 LED 2 Lts, Others With Visor Lt	1
208	0796064		Lights, Directional/Marker, Cab Front Side, Truck-Lite 19036YLED, Saber FR	1
209	0563675		Lights, Clearance/Marker/ID, Rear, Truck-Lite 33050R LED 7Lts	1
210	0551870		Lights, Tail, Wln M6BTT* Red LED Stop/Tail & M6T* Amber LED Dir w/Flange Color, Lens - Clear	1
211	0551758		Lights, Backup, Wln M6BUW, LED, Flange Feature Flange Kit - w)with flange	1
212	0650608	SP	Bracket, License Plate & Light, P25 LED, Recessed	1
213	0744331	SP	Light, Brake/Tail/Turn, TecNiq T10-R*00-1 Brk/Tail/Turn, Recessed in Tailboard Location - One each side, in the rear tail board flange, as was done on 34107 & 34352 Qty, - 02 Color, Lens, LED's - Clear	2
214	0681444		Instruction, Order of Tail Lt Instl, Stop, Dir, BU, Warn	1
215	0589905		Alarm, Back-up Warning, PRECO 1040	1
216	0760445		Lights, TecNiq Eon E03-*001-1 LED, Steady Burn, Behind Cab Grille 6lts Color, Light,One - Red Control, Light - i) park brake	1
217	0769420		Lights, Perimeter Cab, Amdor AY-LB-12HW020 LED 4Dr	1
218	0769572		Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 2lts	1
219	0770056		Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear Step Control, Perimeter Lts - Parking Brake Applied and Reverse Signal Activation	1
220	0769570		Lights, Perimeter, Amdor AY-LB-12HW020 20" LED, Brkt Qty, Lights - 04 Location, Additional Perimeter Lights - Under Front Bumper, Centered, 1lt	4
221	0769567		Lights, Perimeter, Amdor AY-LB-12HW012 12" LED, Brkt Qty, Lights - 01 Location, Additional Perimeter Lights - Under Compt D3, 1lt	1
222	0566799		Lights, Step, P25 LED 4lts, Ign, Prk Brk Activated	1
223	0784152	SP	Light, Step, Additional, Amdor H2O, AY-9502-020 Red LED 20" Location, Lights - underside of front of cab rear of bumper directed upward for the purpose of illuminating the reverse cut vanity panel under the front grille Qty, - 01 Control, Scene Lts - Park Brake	1
224	0754532	SP	Light, Step, Additional, Amdor H2O, AY-9502-012 Red LED 12" Location, Lights - underside of front of cab rear of bumper directed upward for the purpose of illuminating the reverse cut vanity panel under the front grille Qty, - 01 Control, Scene Lts - Park Brake	1
225	0640941		Light, Wln, 12V PCPSM2* Pioneer LED Fld/Spt, Surface Mnt 2nd Location, Lights - PS rear of crew cab doors Qty, - 01 Switch, Lt Control 1 DC,1 - a) DS Switch Panel Switch, Lt Control 2 DC,2 - g) PS Switch Panel Switch, Lt Control 3 DC,3 - DS Pump Panel Switch, Lt Control 4 DC,4 - d) No Control Color, Wln Lt Housing - Chrome Flange	1
226	0640991		Light, Wln, 12V PCPSM2* Pioneer LED Fld/Spt, Surface Mnt 1st Location, Lights - DS rear of crew cab doors Qty, - 01 Switch, Lt Control 1 DC,1 - a) DS Switch Panel Switch, Lt Control 2 DC,2 - g) PS Switch Panel Switch, Lt Control 3 DC,3 - DS Pump Panel Switch, Lt Control 4 DC,4 - d) No Control Color, Wln Lt Housing - Chrome Flange	1
227	0532358		Not Required, Deck Lights, Other Hose Bed & Rear Lighting	1
228	0645677		Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	1

Line	Option	Type	Option Description	Qty
229	0749661		Light, Roof Mt, Wln S72M**, 72" Cnt Feature Color, Wln Lt Housing - White Paint Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw DS and Cab Sw Panel PS LED Module Type - 4 White Spot	1
230	0774336		Lights, Wln, P*H1* Pioneer, 12 VDC, 1st Location - rear of the truck mounted to the underside of the S/S rear upper warning light brackets on each side Qty, - 02 Color, Wln Lt Housing - White Paint Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw DS, Cab Sw Panel PS and Body Switch, DS Rear Bulkhead Scene Light Optics - Flood/Spot Mount, Wln II - Universal Bail P**1	2
231	0768508		Lights, Hose Bed, Sides, Dual LED Light Strips, Amdor AY-LB-12HW0** Control, Hose Bed Lts - Cup Switch At Rear	1
232	0768541		Light, Hose Bed, Amdor AY-LB-12HW040, 40" LED Location - under the wind deflector/platform to shine down when open Qty, - 01 Control, Hose Bed Lts - With Other Hosebed Lts	1
233	0763248		Lights, Walk Surf, Amdor AY-LB-12HW0**, LED, Cargo Areas Location - in the cargo to adequately light up the area Qty, Cargo Lts - 2	2
234	0060101		Pumper, Short, Aluminum, 2nd Gen	1
235	0554271		Body Skirt Height, 20"	1
236	0637084		Tank, Water, 750 Gallon, Poly, Short, New York Style	1
237	0003405		Overflow, 4.00" Water Tank, Poly	1
238	0028104		Foam Cell Required	1
239	0010011		Fill Dome Special Location Location, Tank Dome - both foam and water tank domes to the PS and forward	1
240	0611003		Fill Dome, Special Height, As Low As Possible	1
241	0652613		Aluminum Treadplate Covering Top of Water Tank	1
242	0635329		Modified Poly Tank & Cradle, Ext'd To Rear, Pumper	1
243	0553725		Restraint, Water Tank, Heavy Duty, Special Type Tank, 4x4, or Export	1
244	0003429		Not Required, Direct Tank Fill	1
245	0003424		Not Required, Dump Valve	1
246	0048710		Not Required, Jet Assist	1
247	0030007		Not Required, Dump Valve Chute	1
248	0514778		Not Required, Switch, Tank Dump Master	1
249	0618241		Hose Bed, Aluminum, Pumper, New York Style Material Trim/Scuffplate - b) S/S, Brushed	1
250	0003481		Hose Bed Capacity, Special Capacity, Hosebed - 300' of 1.88" DJ double stack ~ 400' of 1.88" DJ double stack ~ 1200' of 4" DJ ~ 400' of 3" DJ ~ 200' of 1.88" single stack (dead load) ~ 200' of 2.5" DJ single stack	1
251	0652742		Divider, Hose Bed, .25" Unpainted, Special Height Qty, Hosebed Dividers - 5 Height, Hosebed Divider - L to R: 25" - 30" - 30" - 25" - 25"	5
252	0648736		Cross Tube, Reinforcement, Above Hose Bed Location - rear above hosebed	1
253	0775700		Hose Restraint, HB, 2" HeavyWeb, Velcro Strap Top, Split, Seat Belts, Bungee, Tether Location - center of net Nylon Web Color - Black Color, Strap - Red	1
254	0089471		Cutout, Handhold, in Hose Bed Divider Qty, - 05	5
255	0776843	SP	Deflector, Hose Bed, Flat, Reinforced, 24" Long, Alum Treadplate, Gas Struts	1
256	0013512		Running Boards, 12.75" Deep	1
257	0655093		Tailboard, 14" Deep, Full Width, Extended Substructure, Angled Corners	1
258	0690027		Wall, Rear, Smooth Aluminum/Body Material, Flush Rear Wall	1
259	0003531		Tow Bar, Under Tailboard	1

Line	Option	Type	Option Description	Qty
260	0777391		Hose Restraint, Running Board, Velcro Straps, Strap Location Location - mount at final Location, Hose Tray, Running Board - a) both sides Qty, Tray, Hose - 2	2
261	0695614		Tray, Hose, Running Board, Free Floating, Special Capacity, Tapered Location, Hose Tray, Running Board - a) both sides Qty, Tray, Hose - 2 Capacity, Hose Tray - 30' of 4"	2
262	0003561		Construction, Compt, Alum, Pumper	1
263	0592086		LS 145" Lap, Full Height Front & Rear, FDLER, 5" Longer than Std Short Body	1
264	0630101		RS 145" Lap, Low, FDLER, 5" Longer than Std Short Body	1
265	0063911		Doors, Lap w/ "D" Handles - Side Compartments	1
266	0582094		Compt, Flush Rear, Double Dr, 30.75" FF, 25.88" D	1
267	0073914		Doors, Lap w/"D" Handles-Alum, Rear Compt	1
268	0554995		No Body Modification Required	1
269	0014609		Scuffplate, S/S For Steps Location - Each rear bulkhead folding step Qty, Scuffplates - 02	2
270	0731558		Pull Strap for Liftup Doors Qty, Door Accessory - 01 Location, Door Accessory - LS2 Color, Strap - Black Length, Pull Strap - 10.00"	1
271	0003919		Reverse Hinge Compartment Door Qty, Door Accessory - 01 Location, Door Accessory - LS3	1
272	0021603		Scuffplate, Brushed S/S Bottom of Door Frame Location, Door Accessory - LS1, LS2, LS3, RS1 RS2, and B1 Qty, Scuffplates - 06	6
273	0074012		Scuffplate, Brushed S/S, Inside Each Compt Door Qty, Door Accessory - 09 Location, Door Accessory - all double pan body compt doors	9
274	0680510		Lights, Compt, Amdor AY-9250 Red LED, Dual Lt Strips, Each Side of Door Location - each body compt Qty, - 06	6
275	0687135		Shelf Tracks, Unpainted Qty, Shelf Track - 06 Location, Shelf Track - LS1, LS2, LS3, RS1, RS2 and B1	6
276	0600350		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations Qty, Shelf - 10 Material Finish, Shelf - DA Finish Location, Shelves/Trays, Predefined - RS1-Centered, RS2-Centered, LS2-Centered, B1-Centered, LS3-Lower Third (2nd), LS3-Upper Third, LS3-Upper Third (2nd), LS1-Upper Third, LS1-Upper Third (2nd) and LS1-Lower Third Right of Partition	10
277	0768515	SP	Access Panel, Rear Wall/Rear Compt, Modified Cone Storage Recess, 9.75" Location - B1	1
278	0773568		Beavertails, Angled	1
279	0561817		Beavertails	1
280	0003934		Dust Filter, Compt Louvers Location - all body compts Qty, - 06	6
281	0058270		No Horizontal Tracks On Back Wall, Over Wheel Compts	1
282	0003908		Partition, Trans Rear Compt Qty, Partition - 02 Location, Partition - c) both sides	2
283	0096116		Partition, Vertical Compartment, Special Height Location - LS1 - 14" from the forward door when open (14" clear opening) Qty, Partition - 01 Finish - DA Finish Fill in Blank - 24"	1
284	0004016		Rub Rail, Aluminum Extruded, Side of Body	1
285	0784811		Fender Crowns, Rear, Stainless, w/Removable Liner Material Finish, Fender Liner - Painted	1

Line	Option	Type	Option Description	Qty
286	0602346		Hose, Hard Suction, Provided by Dealer, Pumper NFPA 2016 Classification Qty, Hard Suction Hose - 2 Brand, Model, Age of Tool - Kocheck Length, Hard Suction Hose - 10' Diameter, Hard Suction Hose - 6.00" Type of Hose Ends, Couplings, Hard Suction Hose - LH female and rocker lug male	2
287	0612961		Trough, HSH, (2), Side Sheet Mount, Angle Bracket Location, Hose Trough/Compartment - i) above ladders RS Trough, Material - Alum - Painted (2) Trough, Latch Type - clamps	1
288	0626229		Handrails, Side Pump Panels, Per Print	1
289	0004126		Handrails, Beavertail, Standard	1
290	0004136		Handrail, Rear, Above Hose Bed Handrail Finish - Knurled	1
291	0519354		Handrail, Extra - 12" Location, Handrails - (2) at the rear of the body, between the hosebed and top of B1, centered, with a 8" gap between the two in the middle and (1) forward atop the DS forward rear body sheet Qty, Handrails - 03	3
292	0636301		Compt, Extinguisher (2) in Fender Panel, Triangular Door Location, Bracket/comp. - PS rear Qty, - 1 Door Finish, Fender Compt - Painted Latch, Air Bottle Compt - D-Ring Latch Insert, Air Bottle Compt - Rubber Matting	1
293	0657522		Compt, Air Bottle, Triple, Fender Panel Qty, Air Bottle Comp - 1 Door Finish, Fender Compt - Painted Location, Fender Compt - Triple - LS Fwd Latch, Air Bottle Compt - D-Ring Latch Insert, Air Bottle Compt - Rubber Matting	1
294	0648325		Compt, Air Bottle, Double, Common Triple Door, Fender Panel Qty, Air Bottle Comp - 1 Door Finish, Fender Compt - Painted Location, Fender Compt - Double - RS Fwd Latch, Air Bottle Compt - D-Ring Latch Insert, Air Bottle Compt - Strap	1
295	0004225		Ladder, 24' Duo-Safety 900A 2-Section	1
296	0004230		Ladder, 14' Duo-Safety 775A Roof	1
297	0004300		Brackets, Adjustable, RS	1
298	0014245		Ladder, 10' Duo-Safety Folding 585A, w/Mounting Location, Folding Ladder - Behind Ladders on Side Sheet - RS	1
299	0636772		Pike Pole, Pumper, Provided by Dealer, Additional Location - tube storage rear Qty, Pike Poles - 1 Pike Pole Make and Model - NY roof hook	1
300	0602690		Pike Pole, Pumper, Provided by Dealer, NFPA 2016 Pike Pole Make/Model - Fire Hooks Unlimited 10' All Purpose Hook	1
301	0602868		Pike Pole, 6', Pumper, Provided by Dealer, NFPA 2016 Pike Pole Make/Model - Fire Hooks Unlimited New York Roof Hook, RH-6	1
302	0004361		Tubes, Alum, Pike Pole Storage Qty, Pike Pole Tubes - 01 Location, Pike Pole Tube - Ladder Storage	1
303	0790282	SP	Tube, Foam Pick-up, Storage, Stop, Painted Location - inboard of ladders on the PS above the 10' pike pole tube	1
304	0744396	SP	Not Required, Holders For Pike Poles, Fire Department/Dealer Furnished Fill in Blank - All other pike poles, holder tubes or mounts will be provided by customers after delivery	1
305	0785102		Steps, Folding, Front of Body, Cargo Bed Access, w/LED, Trident Coating, Step - luminescent Location, Steps - Full Height Left Side w/LED Light	1
306	0592994		Steps, Folding, Rear of Body, w/LED, Trident Coating, Step - luminescent	1

Line	Option	Type	Option Description	Qty
307	0724153		Step, Folding - Extra, Body Only, w/LED, Trident	1
			Qty, Folding Step - 01	
			Location, Additional Step - RS front compt wall	
			Coating, Step - luminescent	
308	0004425		Pump, Waterous, CSU, 1500 GPM, Single Stage	1
309	0004482		Seal, Mechanical, Waterous	1
310	0559769		Trans, Pump, Waterous C20 Series	1
311	0635600		Pumping Mode, Stationary Only	1
312	0605126		Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Waterous	1
313	0003148		Transmission Lock-up, EVS	1
314	0004547		Auxiliary Cooling System	1
315	0014486		Not Required, Transfer Valve, Stage Pump	1
316	0746501		Valve, Relief Intake, Elkhart	1
			Qty - 1	
			Pressure Setting - 125 psig	
			Intake Relief Valve Control - Behind Right Side Pump Panel	
317	0692045		Controller, Pressure, FRC, Pump Boss, PBA400	1
318	0072170		Primer, Trident, Air Prime, Air operated, w/(1) Additional Priming Valve	1
			Inlet Extra Primer - Front Inlet	
319	0658361		Thermal Relief Valve, OPM, w/Red Warning Light and Audible Alarm, Waterous Pump	1
			Location, Thermal Relief Discharge - Ground	
320	0780364		Manuals, Pump, (2) Total, Electronic Copies	1
321	0603129		Plumbing, Stainless Steel and Hose, Single Stage Pump	1
322	0795135		Plumbing, Stainless Steel, w/Foam System	1
323	0004645		Inlets, 6.00" - 1250 GPM or Larger Pump	1
324	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
325	0014650		Pump Suction Tube(s), Short, All	1
326	0084610		Valves, Akron 8000 series- All	1
327	0055600		Not Required, Auxiliary Inlet, Left Side	1
328	0004680		Inlet, Right Side, 2.50"	1
329	0004686		Valve, Inlet(s) Recess Behind Panel, Side Cntrl	1
			Qty, Inlets - 1	
330	0539172		Anodes, Zinc, (3), Pump, 2-Inlet & 1 Discharge Side	1
331	0004700		Control, Inlet, at Valve	1
332	0544957		Inlet, 4" to 6" Front, 5" S/S Plumbing, w/Bleeder Valve, Saber, AXT, Imp, Vel	1
			Inlet, Size - Six	
			Drain, Suction - Swing Handle	
333	0727572		Control, Front Inlet, Elec, Elk Apex Cont, w/O-ride, Access Door	1
334	0755136		Valve, Relief Intake, Front Inlet, Elkhart	1
			Pressure Setting - 125 psig	
335	0521688		Not Required, Cap, Long Handle, Front Inlet, Pre-connected Hose	1
336	0732444		Swivel, Front Inlet, 4.00" to 6.00", w/Drain	1
			Inlet, Size - 6.00" inlet	
			Inlet Bleeder - Petcock/Snubber Style Bleeder	
			Finish, Cap - Chrome	
			Finish, Front Inlet Elbow/Adapter - Chrome	
337	0007671	SP	Inlet, Rear, 4"-6" w/4" S/S Plmb, Below Tee, RS, w/Bleeder Valve	1
			Inlet, Size - Four	
338	0068728		Elbow & Cap, Rear Inlet, 4" FNST x 4" Storz	1
339	0749603		Control, Rear Inlet, Elec, Elk Apex Cont	1
340	0746865		Valve, Relief Intake, Rear Inlet, Elkhart	1
			Pressure Setting - 125 psig	
341	0776150	SP	Adapter, 6" (FNST-LH) x 4" Storz, Rigid, w/Cap, Front Inlet	1
342	0692181	SP	Inlet, Bleeder Discharge, Special Location(s)	1
			Fill in Blank - on the rear bulkhead wall below the rear inlet with the drain dumping to the ground behind the wall at the rear of the vehicle - same as 32289	
343	0038167		Interlock, Cab Lift and Front Suction	1
344	0092568		No Rear Auxiliary Inlet Requested	1
345	0563738		Valve, .75" Bleeder, Aux. Side Inlet, Swing Handle	1
346	0004752		Tank to Pump, (1) 3.00" Valve, 4.00" Plumbing	1
347	0004910		Outlet, Tank Fill, 2"	1

Line	Option	Type	Option Description	Qty
348	0004940		Outlet, Left Side, 2.50"	1
			Qty, Discharges - 01	
349	0092570		Not Required, Outlets, Left Side Additional	1
350	0004945		Outlet, Right Side, 2.50"	1
			Qty, Discharges - 01	
351	0092571		Not Required, Outlets, Right Side Additional	1
352	0005047		Outlet, 4" w/4" Right, Handwheel	1
			Valve, Brand - Akron	
353	0648906		Outlet, Front, 2.50" w/2.50" Plumbing	1
			Fitting, Outlet - 2.50" NST with 90 degree swivel	
			Drain, Front Outlet - Automatic	
			Location, Front, Single - top of left bumper	
354	0004995		Outlet, Rear, 2.50"	2
			Qty, Discharges - 02	
			Location, Outlet - f) two (2) left side	
355	0092574		Not Required, Outlet, Rear, Additional	1
356	0004990		Outlet, Front HB, 2.50" w/2.50" Plumbing	1
			Location - right side (for bed 6)	
			Qty, Discharges - 01	
357	0752097		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1
358	0563739		Valve, 0.75" Bleeder, Discharges, Swing Handle	1
359	0005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
360	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
361	0025091		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
362	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
363	0602431		Elbow, Rear Outlets, 2.50", Provided by Fire Department, NFPA 2016	1
364	0085695		Not Required, Elbow, Rear Outlets, Large, Additional	1
365	0776148	SP	Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST-LH x 4.00" Storz	1
366	0092504		Reducer, 2.50" FNST x 1.50" MNST, No Cap	3
			Qty, Adapter for Outlets - 03	
			Location, Adapter(s) - front bumper and both rear of body discharges	
367	0062133		Control, Outlets, Manual, Pierce HW if applicable	1
368	0095958		Deluge Outlet, Special Height/Location	1
			Fill in Blank - as low as possible to bring down cargo area height	
369	0753326	SP	Outlet, 3.00" Deluge w/Dual Ctrl, LG HW's, Akron Valve	1
370	0563671		Monitor, Akron 3431 Hi-Riser- No Ground Base	1
			Monitor Finish - Painted by OEM	
371	0501504		Nozzle, Akron 2499, Quad Tips, 3488 and 5160 Manual Fog	1
372	0005070		Deluge Mount, NPT	1
373	0723726		Speedlay Module Not Required	1
374	0722473		Hose Restraint Not Required, No Spdly Module	1
375	0723395		Speedlays, Not Required	1
376	0723394		Speedlays, Not Required	1
377	0029210		Crosslays Sngl Sheet, (2+) 1.50", Spl. Cap/Arrangement	2
			Capacity, Special Xlay - 8.25" wide beds for 1.88" hose in 200' double stacks	
			Qty, Crosslays - 2	
378	0029196		Not Required, 2.50" Crosslay	1
379	0029260		Not Required, Speedlays	1
380	0623374		Hose Restraint, Crosslays, 2" Nylon Web, Seat Belt Buckle, Tether, Bar, Sides	2
			Qty, - 02	
			Color, Strap - Orange	
381	0750536		Hose Restr, Spdly, Not Required, No Spdly	1
382	0615255		Cover, Crosslay, 3/16" Alum Treadplate, Front Hinge	1
			Stay arm, Tray Cover - f) Rubber Latch	
383	0094467	SP	Crosslays, 12.00" Lower Than Standard	1
384	0095358		Foam Sys, Husky 12, Single Agent	1
			Discharge - front bumper, both crosslays, and (2) rear discharges and (1) rear pre-connect	
			Amount of Disc. W/Foam - 6	
385	0012126		Not Required, CAF Compressor	1
386	0552481		Refill, Foam Tank, Single Tank, Husky 12, Class A Foam	1

Line	Option	Type	Option Description	Qty
387	0031896		Demonstration, Foam System, Dealer Provided	1
388	0559077		Foam Cell, 30 Gallon, Not Reduce Water	1
			Type of Foam - Class "A"	
			Foam, Brand Name - FireAide	
389	0505016		Drain, 1.00", Foam Tank #1, Husky 12 Foam System	1
390	0091079		Not Required, Foam Tank #2	1
391	0091112		Not Required, Foam Tank #2 Drain	1
392	0005496		Pump House, Side Control, 45"	1
393	0746445		Approval Dwg, Pump Operator's Panel, Includes Color And Label Tags	1
			Num Of Truck(s) or Sim Unit, OPER Pump Pnl, Dwg - 34108	
394	0615641		Pump Panel Configuration, Similar to Control Zone	1
395	0635355		Material, Pump Panels, Side Control Painted FormCoat Black	1
			Material Finish, Pump Panel, Side Control - Painted FormCoat Black	
			Material, Pump Panel, Side Control - Aluminum	
396	0005578		Panel, Pump Access - Right Side Only	1
397	0035500		Raised Pump House Structure, Side Control	1
398	0583824		Light, Pump Compt, Wln 3SC0CDCR LED White	1
			Qty, - 01	
399	0586382		Gauges, Engine, Included With Pressure Controller	1
400	0005601		Throttle, Engine, Incl'd w/Press Controller	1
401	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle,Green	1
402	0549333		Indicators, Engine, Included with Pressure Controller	1
403	0745568		Indicator Light, Pump Panel, Ok To Pump, Green	1
404	0080713		Control, Air Horn At Pmp Pnl, Red Button, Labeled "Evacuation"	1
405	0533671		Gauge Panel, Hinged at Bottom	1
406	0721901	SP	Label, Vinyl, Pump Engaged	1
			Location - on step lightshield light that illuminates when the pump is engaged	
			Qty, - 1	
407	0009666		Pump Master Gauge Panel Mounted @ Angle	1
408	0005690		Gauges, 6.00" Master, Class 1, 30"-0-600psi	1
409	0038070		Gauge, 2.50" Pressure, Class 1, 30"-0-400psi	1
410	0604127		Gauge, Water Level, FRC, WLA 300-A00, TankVision Pro, w/(1) Mini Slave	1
411	0604354		Gauge, Foam Level, FRC, Tank Vision Pro, WLA 360-A00, Class "A"	1
412	0663944		Light Shield/Step 8", LED, P25 LED Stp Lt, Prk Brk Activation	1
413	0652533		Light Shield, S/S, LS LED, Under Xlays	1
414	0606697		Air Horns, (2) Grover, In Bumper	1
415	0606834		Location, Air Horns, Bumper, Each Side, Outside Frame, Inboard (Pos #2 & #6)	1
416	0540673		Control, Air Horn, DS & PS Ft Sw, Location Feature	1
			Location 1 - passenger side far outboard	
			location - driver side far outboard	
417	0533071		Siren, Wln 295SLSC1, 100 or 200 Watt, w/Plug-in/Detachable Microphone Cord	1
418	0510206		Location, Elect Siren, Recessed Overhead In Console	1
			Location, Elec Siren - Overhead, PS Inside Sw Pnl	
419	0076156		Control, Elec Siren, Head Only	1
420	0601306		Speaker, (1) Wln, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	1
			Connection, Speaker - siren head	
421	0601551		Location, Speaker, Frt Bumper, Recessed, Right Side, Outside Frame,Outbrd(Pos 1)	1
422	0731098		Siren, Federal Q2B Prk Brk Interlock	1
423	0006097		Location of Siren, Recessed in Bumper	1
			Location, Siren, Mech - a) Left	
424	0511550		Control, Mech Siren, DS & PS Foot Sw, Location Feature	1
			Location - driver side outboard yet inboard of the air horn switch and passenger side outboard yet inboard of the air horn switch	
425	0736164		Sw, Siren Brake, Momentary, LS Overhead Sw Pnl	1
426	0736165		Sw, Siren Brake, Momentary, RS Overhead Sw Pnl	1
427	0746353		Not Required, Warning Lights Intensity	1
428	0603793	SP	Lightbar, Wln, Freedom IV-D, 81", RRRRRRRRROptRRRRRRRRR	1
			Opticom Priority - b) High	
			Opticom Activation - E-Master	
			Momentary Opticom Activation - No Activation	

Line	Option	Type	Option Description	Qty
428			Filter, Whl Freedom Ltbrs - No Filters	
429	0605598		Lightbars, Wln, Freedom IV-Q, 2-21.5", RRRRR RRRRR	1
			Lightbar Location, Cab/Crew Cab - cc)over the crew cab doors	
430	0773447	SP	Filter, Whl Freedom Ltbrs - No Filters	
			Lights, Front Zone, Wln M6** LED, Wrap Hdlit Bzl, 4lts	1
			Color, Lens, LED's - Clear	
			Color, Lt DS Frnt Outside - DS Front Outside Red	
			Color, Lt PS Frnt Outside - PS Front Outside Red	
			Color, Lt DS Front Inside - r) DS Front Inside Red	
			Color, Lt PS Front Inside - r) PS Front Inside Red	
431	0000000	STF	Light, Front, Roto Ray 4000W, PAR46 LED, Btw Grl & Wndshd, Crm Hsng, W FI Sab/Enf	1
			Color, Roto Ray LED, 1 - Red/Clear	
			Color, Roto Ray LED, 2 - Red/Clear	
			Color, Roto Ray LED, 3 - Red/Clear	
432	0752137	SP	Mount & Wrg for Cust Sup, Roto Ray, Enf/Sab AXT, PB Flash	1
433	0554452		Light, Front, Wln M6*C LED, Clear Lens 1st	2
			Location, Lights - angled recess in the front bumper each side	
			Qty, - 02	
			Color, Lights, Warning - gla) red	
			Control, Light - h) front warning	
434	0672682	SP	Light, Front, Wln M6*C LED, Clear Lens Cab Corner	2
			Location, Lights - corner bezels outside of the warning bezels	
			Qty, - 02	
			Color, Lights, Warning - gla) red	
			Control, Light - h) front warning	
435	0540692		Lights, Side Zone Lower, Wln M6*C LED, Clear Lens, 3pr, Ovr 25	1
			Location, Lights Front Side - b)each side bumper	
			Color, Lt Side Front - Red	
			Color, Lt Side Middle - Red	
			Color, Lt Side Rear - Red	
			Location, Lights Mid Side - Over Front Wheels	
			Location, Lights Rear Side - Over Rear Wheels	
436	0669155		Lights, Door Interior Flash, 4 Dr Cab, Wln M2* LED	1
			Color, Lights, Warning - c) amber	
			Color, Lens, LED's - c)clear	
437	0680983		Lights, Door Interior Flash, 4 Dr Cab, Weldon 8401-0000-20 LED Strip Light Ovr W	1
438	0653165		Lights, Side, Wln WION* LED, Recessed in Cab Steps, 4lts, AXT/DCF/Enf/Imp/Vel	1
			Color, Lights, Warning - gla) red	
			Control, Light - b) side warning	
439	0679341		Lights, Side, Wln M6*C LED, Clear Lens	2
			Location, Lights - centered rear of crew cab doors in alignment with warning lights that are positioned over the front wheels	
			Qty, - 02	
			Color, Lights, Warning - gla) red	
440	0600877	SP	Lights, Side, Wln WIONSMC* LED, Recessed into Runningboard Flange, 1st	2
			Location, Lights - pump panel running board centered on both sides	
			Qty, - 02	
			Color, Lights, Warning - gla) red	
441	0672937		Lights, Side, Wln WIONSMC* LED, Chrome Flange, Mounted In Rub Rail, 1st	4
			Location, Lights - centered under LS1, LS3, RS1, and RS2	
			Qty, - 04	
			Color, Lights, Warning - gla) red	
			Control, Light - b) side warning	
442	0540783		Lights, Rear Zone Lower, Wln M6*C LED	1
			Color, Lt DS Rear - r) DS Rear Lt Red	
			Color, Lt PS Rear - r) PS Rear Lt Red	
443	0729798		Lights, Rear, Wln WIONSM* LED, Recessed In Tailboard, 1st	1
			Location - in the rear tailboard evenly spaced from side to side (match 34108)	
			Qty, - 01	
			Color, Lights, Warning - Red Flashing	
			Control, Light - c) rear lower warning	
			Color, Lens, LED's - c)clear	
			Color, Trim - Chrome Housing	

Line	Option	Type	Option Description	Qty
444	0754220		Lights, Rear, Wln M6** LED, Features 1st Location - each side above the tail lights Qty, - 02 Color, Lights, Warning - Amber Flashing Control, Light - c) rear lower warning Color, Lens, LED's - Clear Color, Trim - Chrome Trim	2
445	0749914		Light, Rear Zone Upper, Wln B63M7**, Rota-Beam & M7** LED Lt Color, Lens, LED's - Clear Color, Beacon, DS LED's - Red Color, Beacon, PS LED's - Red Color, Lt, Rear Lower DS - DS Rear Lower Red Color, Lt, Rear Lower PS - PS Rear Lower Red	1
446	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
447	0056610		Mtg, Rear Warn Lts, Low Mount, S/S brkts	1
448	0780350		Receptacle Strip, 15A 120V 6-Place, Interior Cab Qty, - 1 Location 1 - lower EMS compt, high on the rear wall AC Power Source - Shoreline	1
449	0779722		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Body Qty, - 01 Location 1 - compartment LS1, left wall and outboard as far as possible and the top of the receptacle will be 24" off the compartment floor AC Power Source - Shoreline Cover, Receptacle - Interior SS Wall Plate(s)	1
450	0519934		Not Required, Brand, Hydraulic Tool System	1
451	0649753		Not Required, PTO Driven Hydraulic Tool System	1
452	0649738		Not Required, Hydraulic Tools	1
453	0007150		Bag of Nuts and Bolts Qty, Bag Nuts and Bolts - 1	1
454	0766730		Speed Wrench, Electric Valve Override	1
455	0602516		NFPA Required Loose Equipment, Pumper, NFPA 2016, Provided by Fire Department	1
456	0602407		Soft Suction Hose, Provided by Fire Department, Pumper NFPA 2016 Classification	1
457	0602389		Strainer, Provided by Dealer, Pumper NFPA 2016 Classification	1
458	0602538		Extinguisher, Dry Chemical, Pumper NFPA 2016 Class, Provided by Fire Department	1
459	0602360		Extinguisher, 2.5 Gal. Pressurized Water, Pumper NFPA 2016, Provided by Fire Dept	1
460	0602679		Axe, Flathead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
461	0602667		Axe, Pickhead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
462	0741569		Paint Process / Environmental Requirements, Appleton	1
463	0709567		Paint, Single Color, Enforcer Paint Color, Cab - #268 red	1
464	0709845		Paint, Single Color, Body Paint, Body - Match Lower Cab	1
465	0646897		Paint Chassis Frame Assy, E-Coat, Standard Paint Color, Frame Assembly, Predefined - Lower Job Color	1
466	0693797		No Paint Required, Aluminum Front Wheels	1
467	0693792		No Paint Required, Aluminum Rear Wheels	1
468	0733739		Paint, Axle Hubs Paint, Axle Hub - Lower Job Color	1
469	0007234		Compartment, Unpainted, D/A Finished	1
470	0544129		Reflective Band, 1"-6"-1" Color, Reflect Band - A - e) black Color, Reflect Band - B - l) white Color, Reflect Band - C - za) black	1
471	0007356		Reflective across Cab Face	1
472	0763904		Stripe, Chevron, Rear, Oralite, Pumper Color, Oralite Band - A - Red V98-12 Color, Oralite Band - B - Fluorescent Lime V98-112	1
473	0669643		Stripe, Reflective, Inside Aluminum Rub Rail Color, Reflect Band - A - a) white Qty, - 04	4

Line	Option	Type	Option Description	Qty
474	0763983		Stripe, Oralite, Chevron, Front Bumper Size, Chevron Striping - 06 Color, Oralite Band - A - Red V98-12 Color, Oralite Band - B - Fluorescent Lime V98-112	1
475	0642732	SP	Stripe, Chevron, Oralite, Rear Compartment, Lap	1
476	0763939		Stripe, Reflective, Chevron, Cab and Crew Cab Doors Interior, Oralite/Reflexite Size, Chevron Striping - 06 Color, Oralite Band - A - Red V98-12 Color, Oralite Band - B - Fluorescent Lime V98-112	1
477	0033179		Lettering Specifications, Reflective	1
478	0686106		Lettering, Reflective, 14.00", Each Qty, Lettering - 02 Outline, Lettering - Outline and Shade	2
479	0686007		Lettering, Reflective, 7.00", Each Qty, Lettering - 01 Outline, Lettering - Outline and Shade	1
480	0685826		Lettering, Sign Gold, 2.00", Each Qty, Lettering - 22 Outline, Lettering - Outline and Shade	22
481	0685849		Lettering, Sign Gold, 3.00", Each Qty, Lettering - 22 Outline, Lettering - Outline and Shade	22
482	0057028		Lettering, Reflective, "Dial 911 Emergency", Pair Color, Lettering - a) white Location, Lettering - D1 and P1 per LP Size, -Dial 911- - 06	1
483	0741840		Lettering, Reflective, Full Width Mud Flap, 2 Colors Fill in Blank - ENG INE Configuration - ENG3INE per the LP Fill in Blank 2 - 3 Font, Lettering, Mud Flap - Helvetica Outline, Lettering, Mud Flap - White Outline Color, Lettering, Mud Flap - Ruby Red Color, Lettering, Mud Flap, 2nd - White Outline, Lettering, Mud Flap, 2nd - Ruby Red Outline Font, Lettering, Mud Flap, 2nd - Full Block	1
484	0684135		Emblem, Monogram w/Scrolling, Sign Gold, 15"-17", Pair Qty, - 01 Location, Emblem - cab doors	1
485	0654570		Emblem, Vinyl, Per Dept. Submittal, Each Qty, - 02 Location, Emblem - LS and RS crew cab windows Size, Dept Seal, Vinyl - 10"-12"	2
486	0769753		Emblem, American Flag Painted on Cab Grille, All Custom Chassis	1
487	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom Qty, - 01	1
488	0772037		Manual, Chassis Service, USB Flash Drive, Custom Qty, - 01	1
489	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
490	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
491	0696698		Warranty, Engine, Cummins, 5 Year, WA0181	1
492	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
493	0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
494	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
495	0733306		Warranty, Single Axle, 5 Year, Meritor, General Service, WA0384	1
496	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
497	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
498	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
499	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
500	0708760		Warranty, Not Applicable, LED Strip Lights	1
501	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
502	0685945		Warranty, Transmission Cooler, WA0216	1
503	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1

Line	Option	Type	Option Description	Qty
504	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
505	0690936		Warranty, Roll up Doors, Not Required	1
506	0734463		Warranty, Pump, Waterous, 7 Year Parts, WA0382	1
507	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
508	0657846		Warranty, Foam System, Husky 12, WA0231	1
509	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
510	0595412		Warranty, Graphics Lamination, 1 Year, Apparatus, WA0168	1
511	0683627		Certification, Vehicle Stability, CD0156	1
512	0736238		Certification, Engine Installation, Saber FR/Enf, Cummins L9, 2021	1
513	0686786		Certification, Power Steering, CD0098	1
514	0631980		Certification, Cab Integrity, Saber FR/Enforcer, CD0130	1
515	0631973		Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
516	0631978		Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1
517	0631974		Certification, Electric Window Durability, Saber FR/Enforcer, CD0133	1
518	0631977		Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1
519	0735949		Certification, Cab HVAC System Performance, SFR/Enf, CD0165/CD0167/CD0174/CD0175	1
520	0545073		Amp Draw Report, NFPA Current Edition	1
521	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
522	0799248		Appleton/Florida BTO	1
523	0000018		PUMPER, 2ND GEN	1
524	0000012		PIERCE CHASSIS	1
525	0004713		ENGINE, OTHER	1
526	0046395		EVS 3000 Series TRANSMISSION	1
527	0020011		WATEROUS PUMP	1
528	0020009		POLY TANK	1
529	0028048		FOAM SYSTEM	1
530	0020006		SIDE CONTROL	1
531	0020007		AKRON VALVES	1
532	0020014		FRONT SUCTION	1
533	0020015		ABS SYSTEM	1
534	0658751		PUMPER BASE	1



SPOTSYLVANIA COUNTY

FY 2022 Replacement Fire Equipment

Project Budget Worksheet

Project #: FR2202

	Current Budget (as of July 13, 2021)	Revisions (July 27, 2021)	Revised Balance (July 27, 2021)
<u>Project Costs:</u>			
Machinery & Equipment*	\$1,824,207	(\$1,673,206)	\$151,001
Atlantic Emergency Solution	\$0	\$1,673,206	\$1,673,206
Total Project Costs	\$1,824,207	\$0	\$1,824,207

<u>Project Funding:</u>			
Cash	\$1,824,207	\$0	\$1,824,207
Total Project Funding	\$1,824,207	\$0	\$1,824,207

*Note: The "Current Budget" amount assumes \$1,704,362 is added to this project as part of the summer 2021 bond issuance.

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

Meeting Date: July 27, 2021

Title: Approval of Purchase Order to Carter Machinery Company, Inc. for CAT 963 Track Loader for Livingston Landfill

Type: Action

Agenda Title: Approval of Purchase Order to Carter Machinery Company, Inc. for CAT 963 Track Loader for Livingston Landfill

Recommendation: Approve the award of a Purchase Order to Carter Machinery Company, Inc. in the amount of \$352,334.00 for a new 2021 model year CAT 963 track loader for the Livingston Landfill. The Purchase Order has been reviewed and approved by the County Attorney's Office.

Summary: A Request for Proposal was issued by Sourcewell formerly National Joint Powers Alliance (NJPA) on January 31, 2019 for Heavy Construction Equipment with Related Accessories, Attachments, 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 Caterpillar, Inc. from the local authorized dealer, Carter Machinery Company, Inc.

Financial Impact: Adequate funding is budgeted and appropriated within project SW2201 for award of this contract for this purpose.

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

Legal Counsel: Will Moore, Senior Assistant County Attorney

Additional Background/Other Considerations: The purchase order has been approved as to form by the County Attorney's Office and is attached.

Consequence of Denial/Inaction:

The denial of this purchase will interrupt the heavy 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
Carter_Machinery_PO21098_for_Novus.pdf	Purchase Order to Carter Machinery Company	Purchase Order
Project_Budget_Worksheet_-_SW2201.pdf	Project Budget Worksheet - Carter Machinery Company	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 21098

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: Steve Morris

		SHIP VIA		F.O.B. POINT		TERMS	
July 28, 2021				Destination		Net 30 Days	
QTY	UNIT	DESCRIPTION				UNIT PRICE	TOTAL
1	EA	Furnish and deliver new 2021 CAT 963 Track Loader with the waste package and GP bucket in accordance with Carter Machinery, Incorporated Quote 162678-01 dated June 10, 2021 Contract documents consist of: 1. Spotsylvania County Purchase Order #21098 dated July 28, 2021 and Spotsylvania County Purchase Order General Terms and Conditions dated February 25, 2019; 2. Carter Machinery Company, Incorporated Quote 162678-01 dated June 10, 2021; 3. Contract Acceptance and Award between Sourcewell and Caterpillar, Incorporated, Sourcewell Contract # 032119-CAT dated May 10, 2019 effective May 12, 2019 through May 13, 2023; 4. Sourcewell Request for Proposal #032119 for the procurement of Heavy Construction Equipment with Related Accessories, Attachments and Supplies dated January 31, 2019.				\$352,334.00	\$352,334.00
						TOTAL	\$352,334.00

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

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

FOR OFFICIAL USE ONLY

Requisitioning Department: Utilities

Requisitioner: Steve Morris

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 received 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>



June 10, 2021

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

Attention: STEVE MORRIS

RE: Quote 162678-01

Dear Steve:

Thanks for the opportunity to help with your equipment needs. Per our conversation, here's purchase information for a new CAT 963 with the waste package and GP bucket.

CAT 963 track loaders with all standard equipment, plus these additional specifications:

ID# : **SERIAL NUMBER :** **YEAR :** 2021 **HOURS :**

MACHINE SPECIFICATIONS

Description	Reference No
963 TRACK LOADER	561-4700
LANE 3 ORDER	0P-9003
REGIONAL PACKAGE, AM-N	575-0671
WASTE ES / DEMOLITION PKG 12A	568-0998
ENGINE	566-7533
FAN, DEMAND, REVERSING	573-8266
PRECLEANER, TURBINE, W/SCREEN	566-0323
GUARD, IDLER	3W-8578
TRACK 22" DG, HD, CTR-HOLE	513-0456
HYDRAULIC OIL, STANDARD	571-1185
LINES IMPLEMENT, STANDARD	574-4239
NO LIGHTS, ADDITIONAL	584-3836
CAB	561-9174
SEAT, DELUXE	578-7640
RADIO, AM/FM/AUX/USB/BLUETOOTH	590-3290
KIT, VISIBILITY, SINGLE CAMERA	574-7874
TRANSMISSION CONTROL, V-LEVER	576-3200
HYDRAULIC 2V,GP JOYSTICK, PACK	572-6399
SERVICE PACKAGE, EXTENDED	454-9489
PRODUCT LINK, CELLULAR PLE643	575-0729
TANK, FUEL, STANDARD	386-2801
BUMPER, STANDARD	577-3459
LINKAGE, STANDARD	569-6228

Description	Reference No
BUCKET-GP, 3.7 CYD, PERF	468-1862
COLD WEATHER, 120V	589-6993
BEACON, LED FLASHING	593-4672
AIR PRECLEANER, CAB	577-4087
AFEX ULTRA FIRE SUPPRESSION SYSTEM	
CAT SERVICE MANUAL	

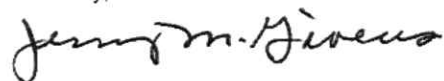
CAT LIST PRICE	\$434,075.00
GOVENMENTAL SOURCEWELL 2021 22% CAT LIST DICOUNT	(\$95,497.00)
DISCOUNTED CAT TOTAL	\$338,578.00
EXT WARRANTY	Included
AFEX ULTRA FIRE SUPPRESSION SYSTEM	\$13,756.00
SERVICE MANUAL	Included
FREIGHT AND DELIVERY	Included
NET BALANCE DUE	\$352,334.00

WARRANTY/EXTENDED COVERAGE

Standard Warranty:	12 Months/Unlimited Hours
Extended Warranty:	GOVERNMENT 60-MONTHS / 5,000-HOURS POWER TRAIN + HYDRAULICS

FOB: Livingston Landfill

This quotation is valid for 90 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



SPOTSYLVANIA COUNTY

Refuse Disposal Equipment Replacement

Project Budget Worksheet

Project # SW2201

	Current Budget (as of July 13, 2021)	Revisions (July 27, 2021)	Revised Balance (July 27, 2021)
<u>Project Costs:</u>			
Machinery & Equipment	\$450,000	(\$352,334)	\$97,666
Carter Machinery Company, Inc.	\$0	\$352,334	\$352,334
Total Project Costs	\$450,000	\$0	\$450,000
<u>Project Funding:</u>			
Cash	\$450,000	\$0	\$450,000
Total Project Funding	\$450,000	\$0	\$450,000

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

Meeting Date: July 27, 2021

Title: Approval of Purchase Order to Columbia Gas of Virginia, Inc. to Relocate Gas Main for the Olde Greenwich Village Project

Type: Action

Agenda Title: Approval of Purchase Order to Columbia Gas of Virginia, Inc. to Relocate Gas Main for the Olde Greenwich Village Project

Recommendation: Approve the award of a purchase order to Columbia Gas of Virginia, Inc. in the amount of \$101,472.00 to relocate their existing 2” steel gas main so the County can continue work on the sewer replacement in the vicinity of Olde Greenwich Circle. The purchase order has been approved as to form by the County Attorney’s Office.

Summary: Approval of this purchase order will allow the County to continue with plans for sewer replacement in the Olde Greenwich Circle vicinity. The gas line needs to be relocated prior to moving forward with those plans.

Financial Impact: Adequate funding is budgeted and appropriated within account SR-1809 for award of this contract for this purpose.

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

Legal Counsel: Will Moore, Senior Assistant County Attorney

Additional Background/Other Considerations: This is a sole source purchase order as Columbia Gas of Virginia, Inc. owns the gas line and is therefore the only source who can relocate the line.

Consequence of Denial/Inaction: If the gas line is not relocated the sewer line will not be able to be replaced. The existing sewer line has reached its useful life, and health, safety and environmental issues occur without proper maintenance and replacement. Sanitary sewer

overflows and backups may occur creating potential liabilities against the County as well as violations of regulatory policy. The aging sanitary sewer infrastructure will be replaced after the relocation of the existing utilities in the area.

ATTACHMENTS:

File Name	Description	Type
PO_22002_Columbia_Gas_of_Virginia__Inc._-_for_BOS.pdf	Purchase Order - Columbia Gas	Purchase Order
Project_Budget_Wrksht_SR1809.pdf	Project Budget Worksheet - Columbia Gas	Backup Material



PURCHASE ORDER

County of Spotsylvania

Procurement Division

8800 Courthouse Road (P.O. Box 215)
Spotsylvania, VA 22553
Ph. 540/507-7524

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

P.O. NUMBER 22002

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

To: **Columbia Gas of Virginia, Inc.**
60 Commerce Parkway
Fredericksburg, VA 22406

Ship To: **Spotsylvania County Utilities/Public Works**
600 Hudgins Road
Fredericksburg, VA 22408

Attn: Robert Molnar rmolnar@nisource.com

Attn: Ronnie Baker rbaker@spotsylvania.va.us

		SHIP VIA	F.O.B. POINT	TERMS	
July 28, 2021			Destination	Net 30 Days	
QTY	UNIT	DESCRIPTION		UNIT PRICE	TOTAL PRICE
1	LOT	Columbia Gas of Virginia, Inc. is to relocate its existing 2" steel gas main for the Olde Greenwich Village project for Spotsylvania County. This relocation is needed for sanitary sewer replacement in the vicinity of Olde Greenwich Circle. Contract documents consist of: 1. Spotsylvania County Purchase Order #22002 dated July 28, 2021 and Spotsylvania County Purchase Order General Terms and Conditions dated February 25, 2019; 2. Letter from Robert Molnar of Columbia Gas of Virginia to Ronnie Baker regarding relocation of the gas main, dated June 17, 2021.		\$101,472.00	\$101,472.00
				TOTAL	\$101,472.00

If there are any questions concerning this purchase order, please contact Toni Vaughan – Spotsylvania County Procurement Division. Ph. 540/507-7524, tvaughan@spotsylvania.va.us

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

FOR OFFICIAL USE ONLY

Requisitioning Department: Utilities/Public Works

Requisitioner: Ronnie Baker

Ed Petrovitch
County Administrator

 7-19-21
Spotsylvania County Attorney

Robert Molnar

Robert Molnar, Field Engineering
Columbia Gas of Virginia, Inc.

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>



SPOTSYLVANIA COUNTY

Old Greenwich Sewer Replacement - Phase III

Project Budget Worksheet

Project #: SR1809

	Current Balance (as of July 19, 2021)	Revisions (July 27, 2021)	Revised Balance (July 27, 2021)
<u>Project Costs:</u>			
Design	\$0	\$0	\$0
Construction	\$1,361,884	(\$255,807)	\$1,106,077
Dominion Energy Virginia, Inc.	\$0	\$154,335	\$154,335
Columbia Gas of Virginia, Inc	\$0	\$101,472	\$101,472
Total Project Costs	\$1,361,884	\$0	\$1,361,884
<u>Project Funding:</u>			
Cash	\$1,361,884	\$0	\$1,361,884
Total Project Funding	\$1,361,884	\$0	\$1,361,884

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

Meeting Date: July 27, 2021

Title: Approval of Purchase Order to Dominion Energy Virginia, Inc. to Relocate Power Line for the Olde Greenwich Village Project

Type: Action

Agenda Title: Approval of Purchase Order to Dominion Energy Virginia, Inc. to Relocate Power Line for the Olde Greenwich Village Project

Recommendation: Approve the award of a purchase order to Dominion Energy of Virginia, Inc. in the amount of \$154,335.05 to relocate their existing power line so the County can continue work on the sewer replacement in the vicinity of Olde Greenwich Circle. The purchase order has been approved as to form by the County Attorney's Office.

Summary: Approval of this purchase order will allow the County to continue with plans for sewer replacement in the Olde Greenwich Circle vicinity. The power line needs to be relocated prior to moving forward with those plans.

Financial Impact: Adequate funding is budgeted and appropriated within account SR-1809 for award of this contract for this purpose.

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

Legal Counsel: Will Moore, Senior Assistant County Attorney

Additional Background/Other Considerations: This is a sole source purchase order as Dominion Energy of Virginia, Inc. owns the power line and is therefore the only source who can relocate the line.

If the power line is not relocated the sewer line will not be able to be replaced. The existing sewer line has reached its useful life, and health, safety and environmental issues occur without proper

Consequence of Denial/Inaction:

maintenance and replacement. Sanitary sewer overflows and backups may occur creating potential liabilities against the County as well as violations of regulatory policy. The aging sanitary sewer infrastructure will be replaced after the relocation of the existing utilities in the area.

ATTACHMENTS:

File Name	Description	Type
PO_22001_Dominion_Energy__Inc._-_for_BOS.pdf	Purchase Order - Dominion Energy	Purchase Order
Old_Greenwich_-_Dominion_LOA_for_Ed_s_Signature.pdf	LOA - Dominion Energy	Agreement
Project_Budget_Wrksht_-_Ph_III.pdf	Project Budget Worksheet	Backup Material



PURCHASE ORDER

County of Spotsylvania

Procurement Division

8800 Courthouse Road (P.O. Box 215)
Spotsylvania, VA 22553
Ph. 540/507-7524

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

P.O. NUMBER 22001

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

To: Dominion Energy Virginia, Inc.
P.O. Box 27206
Richmond, VA 23261

Ship To: Spotsylvania County Utilities/Public Works
600 Hudgins Road
Fredericksburg, VA 22408

Attn: Tom Hicks tom.hicks@dominionenergy.com
Rick McDonald rick.mcdonald@dominionenergy.com

Attn: Ronnie Baker rbaker@spotsylvania.va.us

		SHIP VIA	F.O.B. POINT	TERMS
July 28, 2021			Destination	Net 30 Days
QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	LOT	Dominion Energy Virginia, Inc. is to relocate its cable/power line for the Olde Greenwich Village project for Spotsylvania County. This relocation is needed for sanitary sewer replacement in the vicinity of Olde Greenwich Circle. Contract documents consist of: 1. Spotsylvania County Purchase Order #22001 dated July 28, 2021 and Spotsylvania County Purchase Order General Terms and Conditions dated February 25, 2019; 2. Letter from Tom Hicks of Dominion Energy Virginia to Ronnie Baker regarding relocation of the power line, dated May 27, 2021; 3. Sheets 1 & 2 of the Electric Service replacement Work Request # 10356905, Drawn By Tom Hicks, Dated 6-19-2021.	\$154,335.05	\$154,335.05
TOTAL				\$154,335.05

If there are any questions concerning this purchase order, please contact Toni Vaughan – Spotsylvania County Procurement Division. Ph. 540/507-7524, tvaughan@spotsylvania.va.us

1. Please send one copy of your invoice.
2. In accordance with the prices, terms, delivery method, and specifications, including warranties, pursuant to any IFB and bid documents, or referenced Terms & Conditions delineated above.
3. Delivery constitutes acceptance of all terms and conditions.
4. Please notify us immediately if you are unable to ship as specified.
5. Send all invoices to:
County of Spotsylvania Utilities Department
600 Hudgins Road
Fredericksburg, VA 2240
6. Pursuant to Virginia Code §2.2-4311.1, seller warrants that during the performance of this contract, it will not employ unauthorized alien workers, as defined by the Immigration Reform and Control Act of 1986.

FOR OFFICIAL USE ONLY

Requisitioning Department: Utilities/Public Works

Requisitioner: Ronnie Baker

Ed 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>

7/19/2021

**County of Spotsylvania
Attention: Ronald Baker
600 Hudgins Road
Fredericksburg, Virginia 22408**

**RE: Cable replacement in conflict with sewer behind Old Greenwich Subdivision,
Fredericksburg, VA.**

Project WBS # 10356905

Dear Mr. Baker:

The estimated cost for the above work is \$154,335.05. This cost estimate is valid for 120 days from the date of this letter. In the event the actual cost varies from this, final billing will be rendered upon completion of the work. If payment is not received by the invoice due date a late payment charge of 1.5% will apply.

If the County of Spotsylvania desires Dominion Energy Virginia to proceed with the work, please have an authorized representative of the County of Spotsylvania provide authorization to proceed by reviewing the attached construction plans, reading, completing and executing the following and returning this authorization within 120 days from 5/28/2021. Once we have received the Authorization below, and after any additional requirements have been satisfied, e.g. right of way agreements; we will begin procurement of the material and equipment, and the work scheduling necessary to accomplish this project.

AUTHORIZATION TO PROCEED

I understand the estimated cost of the requested work will be \$154,335.05 and will be performed on an actual cost basis with final billing rendered upon completion of work. As an authorized representative of the County of Spotsylvania, I hereby provide authorization for Dominion Energy Virginia to proceed with the work and confirm the County of Spotsylvania agreement to reimburse Dominion Energy Virginia the total cost referenced above upon completion of the work. In the event the requested work is canceled, the County of Spotsylvania agrees to reimburse Dominion Energy Virginia its costs incident to implementing this authorization.

The County of Spotsylvania requests the bill for the non-service project work described above should be mailed to the following address for payment:

Entity Name: Spotsylvania County Utilities
Attention Name: Ronnie Baker
Purchase Order #: PO #22001
Street Address/P.O. Box: 600 Hudgins Road
City, State; Zip: Fredericksburg, VA 22408

I confirm with my signature below that the information contained and provided within this Authorization to Proceed is true and correct.

Signature: _____

Print Name: Edward Petrovitch

Entity: Spotsylvania County

Title: County Administrator

Date: _____

Should you have any further questions, please call me at 804-755-5028. In my absence, please call Rick McDonald at 804-755-5623.

Sincerely,


Tom Hicks (at 10:20:11 AM ET)

Tom Hicks
Electric Distribution Design Specialist



SPOTSYLVANIA COUNTY

Old Greenwich Sewer Replacement - Phase III

Project Budget Worksheet

Project #: SR1809

	Current Balance (as of July 19, 2021)	Revisions (July 27, 2021)	Revised Balance (July 27, 2021)
<u>Project Costs:</u>			
Design	\$0	\$0	\$0
Construction	\$1,361,884	(\$154,335)	\$1,207,549
Dominion Energy Virginia, Inc.	\$0	\$154,335	\$154,335
Total Project Costs	\$1,361,884	\$0	\$1,361,884
<u>Project Funding:</u>			
Cash	\$1,361,884		\$1,361,884
Total Project Funding	\$1,361,884	\$0	\$1,361,884

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

Meeting Date:	July 27, 2021
Title:	Approval of Task Order #1 to Hazen and Sawyer, PC for Thornburg Booster Pump Station Design

Type:	Action
Agenda Title:	Approval of Task Order #1 to Hazen and Sawyer, P.C. for Thornburg Booster Pump Station Design Services
Recommendation:	Approve Task Order #1 to Hazen and Sawyer, P.C. in the amount of \$415,592.00 to develop an updated conceptual design for the Thornburg Booster Pump Station. The Task Order has been reviewed and approved as to form by the County Attorney's Office. Services under this Task Order are for developing an updated conceptual design for the Thornburg Booster Pump Station in order to meet the fire flow requirements at the Thornburg Wastewater Treatment Plant and future demands for the development and growth in the Thornburg area.
Summary:	The work authorized by this contract shall be for engineering services related to the Thornburg Booster Pump Station. Procurement Policy for individual Task Orders was followed and the details concerning the Consultant's responsibilities for this particular task are included in the attached Task Order #1 and Hazen and Sawyer's Proposal.
Financial Impact:	Adequate funding is budgeted and appropriated within project WT1803, for award of this contract for this purpose.
Staff Contacts:	Ben Loveday, Assistant County Administrator, Toni Vaughan, Procurement Division Administrator
Legal Counsel:	Will Moore, Senior Assistant County Attorney
	Task Order #1 is signed by vendor and County Attorney's Office and is attached. This Task Order is

in compliance with current Contract #21-07-TV-04 for professional engineering services previously approved by the Board.

Additional Background/Other Considerations:

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

Consequence of Denial/Inaction:

Failure to approve this task order may result in the County not being able to meet fire flow requirements and may not accommodate or allow for future growth and development in the Thornburg area.

ATTACHMENTS:

File Name	Description	Type
TO1_Hazen_Sawyer_for_Novus.pdf	Task Order #1 Hazen & Sawyer - Thornburg Booster Pump Station	Agreement
Project_Budget_Wrksht_WT1803.pdf	Project Budget Worksheet - Hazen Sawyer Task Order	Backup Material

TASK ORDER FOR
SPOTSYLVANIA COUNTY CONTRACT AGREEMENT
FOR PROFESSIONAL SERVICES
Contract #21-07-TV-04

In accordance with the Spotsylvania County Contract Agreement for Professional Services this Task Order #1 and Proposal for Thornburg Booster Pump Station Design Services is made as of _____, 2021 by and between Spotsylvania County, a political subdivision of the Commonwealth of Virginia, ("COUNTY"); and HAZEN AND SAWYER, P.C. a New York professional corporation licensed to do business in the Commonwealth of Virginia ("CONSULTANT").

WITNESSETH:

WHEREAS the COUNTY and the CONSULTANT entered into an Agreement made as of May 26, 2021 to provide professional engineering services as necessary to support certain Spotsylvania County Utilities/Public Works Department projects (hereinafter the "AGREEMENT"), and

NOW, THEREFORE, the COUNTY and the CONSULTANT, pursuant to the Agreement, and in consideration of the mutual promises herein contained, and intending to be legally bound, do hereby agree to accept this Task Order #1 and the Proposal, dated June 6, 2021 and prepared by CONSULTANT attached hereto, and made a part hereof. This Task Order #1 and Proposal for Thornburg Booster Pump Station Design Services shall not exceed FOUR HUNDRED FIFTEEN THOUSAND FIVE HUNDRED NINETY-TWO DOLLARS (\$415,592.00).

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

IN WITNESS WHEREOF, the parties hereto have caused this Task Order #1 and Proposal for Thornburg Booster Pump Station Design Services to be duly executed by their duly authorized officials as of the date first written above.

SPOTSYLVANIA COUNTY, VIRGINIA

HAZEN AND SAWYER, P.C.

By: _____
Edward Petrovitch Dated
County Administrator

By:  7/15/21
Aaron Duke Dated
Associate Vice President

Approved as to form:

 7-7-21

COUNTY ATTORNEY Dated



Hazen and Sawyer
4035 Ridge Top Road, Suite 500
Fairfax, VA 22030 • 703.218.2034

June 6, 2021

Ms. Julia Monat
Deputy Director
Spotsylvania County Utilities
600 Hudgins Road
Fredericksburg, VA 22408

Re: On-Call Services Contract 21-07-TV-04: Task Order #1 Thornburg Booster Pump Station Design Services

Dear Ms. Monat:

We are pleased to submit this proposal for preparation of a revised conceptual design for the proposed Thornburg Booster Pump Station (BPS) along with detailed design, permitting and bid-phase services support. The paragraphs below present details on the proposed scope of work.

Project Understanding and Background. Thornburg is a local community located at the southern end of the County's water service area, and is currently served as part of the Battlefield Zone via a single 12-inch water main along Route 1. Elevated storage for the Thornburg community is provided via a 0.25 million gallon (MG) water storage tank (Thornburg Tank) with an overflow elevation of 431.5 feet.

Based on the preliminary engineering report (PER) titled "Thornburg Booster Pumping Station" submitted by O'Brien and Gere Engineers, Inc. (OBG, Part of Ramboll) in February 2020, the Thornburg area is expected to undergo rapid growth. The Thornburg Wastewater Treatment Plant (TWWTP) is in the process of beginning construction on major facility upgrades to accommodate the new developments in the vicinity of the Thornburg interchange on Interstate Highway 95. These WWTP upgrades will require a sustained fire flow that exceeds the capability of the County's current water distribution system.

To meet the fire flow requirement at the TWWTP and future demands of the Thornburg area, OBG proposed a new Thornburg Booster Pumping Station (BPS) near the intersection of Route 1 and North Roxbury Mill Road. The Thornburg BPS was proposed to be designed and constructed in two phases: Phase I will include the construction of a new 1-MGD BPS designed to boost pressures and flow in the new "Thornburg Zone"; Phase II will include the upgrade of the 1-MGD BPS to an ultimate pumping capacity of 4-MGD to meet future buildout demand conditions. Phase II will also involve replacing the existing 0.25 MG tank with a new 1 MG elevated tank in the same location, but at a lower elevation (HGL of 400 ft).

Scope of Services. The purpose of this task order is to develop an updated conceptual design for the Thornburg BPS (approximately 30% design completion level) followed by detailed design, permitting and bid-phase support. Construction-phase engineering services will be addressed under a separate task order. The specific services to be provided under this task order are described further below.

Task 1 – Conceptual (30%) Design for the Thornburg BPS

Hazen will develop an updated conceptual design (30% design level) for the Thornburg BPS that provides additional design level detail for the BPS and site to facilitate input from Spotsylvania County prior to proceeding into detailed design. Activities to be performed in support of the conceptual design are as follows:

1. Hazen will work with Spotsylvania County to perform and review updated hydraulic analyses related to sizing the proposed BPS (both Phase 1 and Phase 2), including evaluating the potential need for variable frequency drives (VFDs) to aid in system operations under varying demand conditions and occasions when the Thornburg Tank may be out of service (existing or proposed new). The latter analyses will include understanding the requirements related to fire flow for the Thornburg Area, including the Thornburg WWTP. A technical memorandum summarizing the hydraulic analysis and design recommendations will be developed as an update to the OBG PER, which will be assumed sufficient for use by VDH in securing preliminary approval for the project provided the tech memo is supplemented with the conceptual design plans.
2. Perform a site planimetric and topographic survey of the BPS site. This survey will define the extents of the proposed and adjacent properties, easements or other encumbrances, and visible features to be incorporated into the site plans. The survey effort will also include identification of buried utilities (Quality Level B). Subsurface utility information will be corroborated with information from utility companies to the extent possible, and that information will be reflected on the plans. The site survey will also include staking the locations of borings to be collected as part of the geotechnical engineering analysis described in step 2 below as well as identification of individual trees within the project limits with calipers of six inches or greater in wooded areas.
3. Perform a geotechnical engineering analysis at the BPS site. A total of five (5) borings are planned at the site. Two of the borings will be taken at the proposed location of the pump station, one will be at the generator support pad, and one will be taken in support of potential stormwater management facilities. The fifth boring will be for the design of the access driveway. All BPS borings will be taken to a depth of 20 feet below ground surface (or until refusal), the stormwater management boring will be taken to a depth of 6 feet below grade, and the access driveway boring will be taken to a depth of 10 feet. Soil samples will be collected and analyzed to determine bearing capacity for foundations and lateral earth pressures for below grade construction. One of the pump station borings will include rock coring (if encountered) for an additional 5 feet. Rock core samples will be tested and analyzed for engineering properties (rock quality designation, recovered length, etc.). Observation of groundwater level in the borings will also be made.

The geotechnical engineering report will describe the nature of the site geology, foundation design recommendations, earthwork requirements for the BPS, and the extent of dewatering necessary in the excavations. The geotechnical analysis will also include identification of soil properties necessary for stormwater management design, if required (see item 3, below). These properties would include soil classification, water table, indication of seasonal water table, and soil permeability.

The fees for geotechnical engineering include allowances for one day of tree clearing at the BPS site, including erosion and sediment control and tree removal permitting.

4. Develop a preliminary stormwater management concept based on the initial site survey, geotechnical engineering effort, amount of disturbed area estimated during construction and increase in impervious area at the conclusion of construction. An initial evaluation of the local and State regulations on stormwater management required at the site will be conducted. A preliminary investigation of the site topography will be made using survey information to determine a potential location (or locations) for stormwater management measures. A conceptual stormwater management design approach will be depicted on the conceptual site plan.
5. Develop the conceptual design for the BPS pumping equipment and related appurtenances and incorporate into preliminary (30%) design plans. The following key assumptions have been made based on the initial concept included in the OBG PER for the station:
 - a. The initial firm design capacity of the pump station will be 1 mgd assuming two pumps are installed (one duty, one spare); however, the station mechanical design will be based on the ultimate buildout capacity of the station to facilitate future expansion construction. This approach includes piping and valving design (size and spacing) and pump station layout requirements. Preliminary pump selections will be made for both Phase 1 and Phase 2 of the station to facilitate development of the conceptual design.
 - b. The pump configuration will be laid out in accordance with the latest version of the Hydraulic Institute (HI) standards for the Phase 2 configuration and back-checked for compliance under Phase 1 operation. It is assumed that the station discharge magnetic flow meter will be sized to facilitate both Phase 1 and Phase 2 flows, with a bypass provided for meter maintenance.
 - c. Isolation valving and pump control valving shall be accomplished via butterfly valves and standard swing check valves.
 - d. It is assumed that the pumps and all other equipment will be competitively procured, and that no equipment pre-selection will be required.
6. Develop the conceptual structural and architectural design approach for the BPS and incorporate onto preliminary (30%) design plans:
 - a. The foundation is based on an assumed slab on grade with spread footings. If the geotechnical engineering investigation identifies that a deep foundation system is required (e.g., pile foundation), revisions to the project scope will be required.
 - b. Equipment will be supported on pads design by the engineer as will pipe supports for areas subjected to high forces / thrust. Remaining pipe supports will be designed by the contractor subject to the requirements of the pipe support performance specification.

- c. The architectural concept is based on a precast concrete building with one common space housing the pumps, piping and valves, flow meter, HVAC equipment, and all electrical gear. Personnel door access shall be provided on either end of the building, and a roll-up door will be provided for large equipment removal.
 - d. Pump and major equipment removal is proposed to be via bridge crane, with the hoisted equipment brought to the overhead door area for removal. The use of a bridge crane precludes the use of a pre-packaged architectural precast building, but precast wall panels and roof members can be used. An independent support frame would be designed and constructed inside the station to support the bridge crane and wall/roof panel system. Alternative means of future pump removal can be discussed which may reduce the need for an independent frame.
 - e. It is assumed that no bathroom is required given that this is an industrial, unoccupied facility, with periodic visits to the site for maintenance.
 - f. It is assumed that public input on the station architecture will not be required, and accordingly photorealistic renderings will not be necessary.
7. Develop a preliminary loads list for the facility and begin coordination with the serving electric utility. The position of the utility transformer will be identified on the proposed site plan in consultation with the serving electric utility as will the preliminary easement for the primary conductors/power feed to the site. A conceptual single line diagram will be developed for the proposed loads for Phase 1 and Phase 2, including the emergency generator and automatic transfer switch. Based on the OBG PER, the generator will be sized to operate two future pumps, assuming constant speed units, as well as miscellaneous building loads (HVAC, lights, etc.), and will be furnished with a diesel fuel tank suitable for 48 hours of emergency operation.
8. Develop a preliminary process and instrumentation diagram (P&IDs) for the pump station along with a written summary control narrative. Key control functions to be represented include:
- a. Starting and stopping of the constant speed pumps via level in the Thornburg Tank (via SCADA).
 - b. Hardwired interlocks to prevent pumps from starting or for stopping operating pumping units upon low suction pressure.
 - c. Supplemental discharge pressure switch for pump starting and stopping if the SCADA signal from the Thornburg Tank is lost.
9. Identify and incorporate building mechanical concepts into the conceptual pump station interior plan. It is assumed that the interior will be served via combination of exhaust fans/louvers and unit heaters. The design assumes that the building will be designed to prevent freezing and provide ventilation, not for human comfort. Non-potable water for washdown will be provided via backflow preventer and hose bibbs around the mechanical room as will pump seal water (if required). Floor drains will be provided to collect and discharge washdown and drain flows.

10. A surge model will be developed and performed for the pump station to identify surge protection devices that may be required in the design. Two total runs will be performed - pumps operating on average day and pumps operating on max day, each based on sudden power loss that trips the operating pumps. It is assumed for the purposes of conceptual plan development that the surge relief valve configuration depicted in the OBG PER will be acceptable for surge mitigation / control.
11. A conceptual site plan will be developed for the Lot 63-A-126A parcel that depicts the entrance road to the BPS site, parking/turnaround, yard piping and other buried utility infrastructure, the BPS, utility transformer, emergency generator, sediment and erosion control and stormwater management. It is assumed that a new isolation valve will need to be cut into the existing finished water transmission main serving the site as well as suction and discharge piping connections with associated isolation valving. It is also assumed that tree preservation planning and landscaping architecture are not necessary for site plan approval.
12. Submit the conceptual plans, pump selections, written control narrative and other supporting information to Spotsylvania County for review. It is assumed the information will be provided electronically. After receipt of consolidated review comments from the County, attend a two-hour review workshop to discuss the comments and agree on a path forward for final design. The workshop will be attended in person by Hazen's project manager and lead engineer with other staff participating via Microsoft Teams or similar virtual platform.

Task 2 – Detailed Design of the Thornburg BPS

- a. Following receipt of County approval on the conceptual design plans and VDH approval of the PER, Hazen will develop final design documents for the booster pump station. Key tasks related to the detailed design development are as follows:
 - i. Prepare plans and specifications to define the scope of the project for bidding and construction.
 - a) Plans will include necessary structure and foundation details, site grading, drainage, piping, and equipment details, structural, mechanical, electrical, instrumentation, and other disciplines to fully describe the work. The list of plans to be prepared for the Thornburg BPS design are identified below.

List of Project Plan Sheets

General

Cover Sheet

G-1 – Index of Drawings, Abbreviations, and General Notes

G-2 – Code Summary Sheet – Booster Pump Station

Site/Civil

Cover Sheet (for Spotsylvania County site plan permitting submittal only)

C-1 – General Notes and Tabulations
C-2 – Overall Site Plan
C-3 – Existing Conditions / Demolition Plan
C-4 – Grading Plan
C-5 – Utility Plan and Profiles
C-6 – Paving Plan
C-7 – Erosion and Sediment Control Plan - Phase 1
C-8 – Erosion and Sediment Control Plan - Phase 2
C-9 – Erosion and Sediment Control Plan Narrative
C-10 – Erosion and Sediment Control Plan Notes & Details
C-11 – SWM Map
C-12 – SWM Computations and Narrative
C-13 – SWM Details
C-14 – BMP Map
C-15 – BMP Computations and Narrative
C-16 – BMP Notes and Details
C-17 – Existing Vegetation Map, Tree Inventory and Condition Analysis
C-18 – Yard Piping – Plan
C-19 – Yard Piping – Details

Mechanical

M-1 – Pump Station – Foundation Plan and Bottom Plan
M-2 – Pump Station – Sections
M-3 – Pump Station – Sections and Details

Structural

S-1 – General Structural Notes – Sheet I
S-2 – Pump Station – Bottom Plan and Roof Plan
S-3 – Pump Station – Bridge Crane Framing Plan
S-4 – Pump Station – Sections
S-5 – Pump Station – Section and Details
S-6 – Generator – Plan, Sections, and Details
S-7 – Structural Standard Details
S-8 – Structural Standard Details

Architectural

A-1 – Schedules and General Notes
A-2 – Life safety plan and code notes.
A-3 – Pump Station – Top Plan and Roof Plan
A-4 – Pump Station – Elevations
A-5 – Pump Station Wall Sections and Roof Details

HVAC

H-1 – Abbreviations, Symbols and Notes
H-2 – HVAC Schedules

H-3 – HVAC Control Narratives
H-4 – Pump Station Bottom Plan and Roof Plan
H-5 – Pump Station Details

Plumbing

P-1 – Symbols and Abbreviations
P-2 – Riser Diagrams
P-3 – Pump Station Plan, Schedules, and Details

Electrical

E-1 – Legend, Symbols, and General Notes
E-2 – Electrical Site Plan and Ductbank Schedule
E-3 – Pump Station – Bottom Plan and Top Plan
E-4 – Single Line Diagram and Elevation
E-5 – Panel Schedules and Riser Diagrams
E-6 – Electrical Details
E-7 – Elementary Control Schematics
E-8 – Conduit and Wire Schedules

Instrumentation

I-1 – Legend, Symbols and Abbreviation
I-2 – Control Network System Architecture
I-3 – Pump Station P&ID

- b) Specifications will be prepared in CSI 2004 edition format (50 Division) with applicable section numbers and fully coordinated with the drawings. A combination of County standard specifications and Hazen specifications will be used as the basis for the contract documents, modified as appropriate for this project. These documents include the Instructions to Bidders, Bid Form, Agreement, General and Supplementary Conditions, and other related front-end documents.
 - c) Draft plans and specifications shall be provided to the County at the 60% and 90% design milestones for review and comment. One round of consolidated comments shall be provided by the County for each milestone submittal. Hazen will provide written responses to the County's comments with each subsequent submittal and will incorporate the comments as appropriate into the design documents.
- ii. Hazen will provide opinions of probable construction cost at the 60% and final design project milestones. The cost opinions shall be prepared in accordance with the guidelines provided by the Association for the Advancement of Cost Engineering (AACE), commensurate with the level of effort and subsequent accuracy prescribed for the design detail provided at each project milestone.

- | Design Milestone | Specifications | Drawings | Cost Estimate | Quantity |
|------------------|-------------------------------|------------------|---------------|----------|
| 60% | X ¹ | X ² | X | 4 |
| 90% | X (All Sections) ³ | X (All Drawings) | | 4 |
| Final | X (Bid-Ready) | X (Bid-Ready) | X | 4 |

1. Major sections included for all equipment and critical components of discipline specifications. All Division 1 specifications include. Does not include Division 0 with exception of Bid Form and Supplementary Conditions.
2. Includes all site/civil plans, process mechanical and building mechanical plans, and structural and architectural plans. Electrical plans will include the preliminary electrical site plan, one-line diagram, and panel elevations and schedules. Instrumentation plans will include the control block diagram and preliminary Process & Instrumentation Diagrams (P&IDs).
3. Includes Division 0 specifications.

- a. Prepare contract documents for public bidding of the project. It is assumed that the County will be responsible for contract document distribution and plan holder list maintenance.
- b. Attend the pre-bid meeting for prospective contractors. It is assumed that the County will lead the pre-bid meeting / record minutes and that Hazen will be in attendance to answer formal questions raised during the meeting.

- c. Assist with responding to comments and questions from prospective bidders on the project and prepare responses as necessary to interpret, clarify, or expand the bidding documents. Where changes to plans and specifications warrant reissuing, said documents shall be sealed by the Hazen and provided to the County for distribution. It is assumed that three addenda will be required for this project.
- d. Hazen will conform the contract documents at the conclusion of the bid phase incorporating changes by addenda and issue conformed documents to the County for distribution.

Task 4 – Meetings

- a. Meetings:
 - i. Hazen will coordinate a kick-off meeting to review project scope, schedule and key milestones, design team and roles, pertinent contacts, lines of communication, and other County project requirements.
 - ii. Hazen will coordinate and attend design review meetings at the preliminary plan, 60% and 90% design milestones.
 - iii. The intent of the meetings is to review the progress to date of the design, obtain County feedback and discuss next steps. Hazen will be responsible for the preparation of materials to facilitate meeting discussion, including but not limited to, presentations, drawings, specifications, and cost estimates. Draft agendas for meetings shall be provided to the County not less than 7 days in advance of the meetings.
 - iv. Hazen is responsible for preparation of meeting minutes documenting discussion and design decisions. Minutes for each of these meetings shall be provided electronically within seven (7) days of said meetings.

Schedule. The scope of services will be completed within 12 months of Notice to Proceed assuming timely input and reviews as needed from Spotsylvania County and receipt of permit approvals from applicable regulatory agencies.

Milestone	Delivery
Kick Off Meeting	Within 2 weeks of NTP
Conceptual Plan Review Workshop	Within 3 months after the NTP
60% Design Review Workshop	Within 5 months after receipt of comments on the Conceptual Plan submission
90% Design Review Workshop	Within 3 months after receipt of comments on the 60% design submission
Bid-Ready Plans Submission	Timing is tied to receipt of necessary permit approvals

Fee. The proposed not-to-exceed fee is \$415,592.



Additional Services. Any work or services that are not listed above or are not expressly provided for in this proposal may be performed by the Engineer upon the request or prior approval of the Owner. All additional services will be performed on an hourly basis utilizing the hourly rates listed below:

Principal	\$266.70/hour
Senior Associate	\$227.90/hour
Associate	\$195.70/hour
Senior Principal Engineer / Scientist / Architect	\$178.10/hour
Principal Engineer / Scientist / Architect	\$164.00/hour
Engineer / Scientist / Architect	\$134.80/hour
Assistant Engineer	\$116.70/hour
Principal Designer / Designer	\$133.00/hour

The scope of services will be performed on an hourly rate times a multiplier basis using a multiplier of 3.07 for office-based personnel. For approved services of consultants engaged to perform or furnish services to Hazen and Sawyer, a factor of 1.05 will be applied to the amount billed to Hazen and Sawyer.

General Conditions. The terms and conditions outlined in Contract 21-07-TV-04 shall apply to this task order. This proposal constitutes all of the terms and conditions under which work will be performed. The proposal may not be amended except by written agreement signed by both parties. A signed copy of this proposal letter will serve as acceptance and authorization to proceed with the work.

We appreciate the opportunity to work with the County on this project. If you have any questions regarding this proposal, please contact this office at (703) 218-2034.

Very truly yours,

Aaron W. Duke, PE. BCCE
Associate Vice President

WT1803

Enclosures

cc: File

SPOTSYLVANIA COUNTY, VIRGINIA
Thornburg Booster Pump Station Design Services
Attachment A
Engineering Fee Estimate

LABOR COSTS		STAFFING HOURS									
TASK DESCRIPTION	Employee Classification Average Hourly Rate	Vice President	Sr. Associate	Associate	Senior Principal Engineer	Principal Engineer	Engineer	Principal Designer	Assistant Engineer	Subtotal Hours	
		\$268.70	\$227.50	\$185.70	\$178.10	\$184.00	\$134.89	\$133.00	\$118.70		
Task 1: Conceptual (30%) Design for the Thornburg BPT											
1a. Updated Hydraulic Analysis and Technical Memorandum											
1b. Survey			4	18			24		2	48	
1c. Geotechnical Engineering				1						1	
1d. Stormwater Management				2						2	
1e. Process Mechanical Conceptual Design		2		12						14	
1f. Structural and Architectural Conceptual Design		16	6	6	18			40	10	70	
1g. Electrical Conceptual Design			12	6	12			18		64	
1h. Preliminary Control Design			6	5	6			12		30	
1i. Building Mechanical Conceptual Design			2	6				6		12	
1j. Single Rectangular			2		30					32	
1k. Conceptual Site Plan		1		6	8			12		28	
Task 2: Detailed Design of the Thornburg BPT											
2a. Structural		4		116				76		190	
2b. Architectural			6			42		84		116	
2c. Process Mechanical			28	6	30	30		54	24	117	
2d. Building Mechanical			18		36			60		118	
2e. Electrical			12					138		220	
2f. ILC			12					30		80	
2g. Prepare Engineer's Cost Estimate			12	36	24					72	
2h. Permitting, Euphon											
2i. Spotsylvania County Site Plan				4						4	
2j. Eastern Central Plan and Stormwater Plan		2	6	2				6		2	
2k. Spotsylvania County Building Permit			4	4						8	
2l. VDOT			4	4		8			18	28	
Task 3: Bid Phase Services											
3a. Attend the Pre-Bid Meeting										6	
3b. Prepare Addenda		2	4	8				18	32	82	
3c. Confirmed Documents				16				32		48	
Task 4: Project Management and Meetings											
4a. Meetings											
4b. Kickoff Meeting		4		4					4	12	
4c. Preliminary Plan Review Meeting		4		8					16	28	
4d. 60% Design Review Meeting		4		8		12			10	34	
4e. 90% Design Review Meeting		4		8					10	34	
Subtotal Hours											
		43	158	308	123	184	24	565	130	1533	
Loaded Labor Costs for Field Services (1)											
		11,468.10	36,009.20	59,884.20	21,606.30	30,176.00	3,235.20	76,145.00	15,171.00	252,694	
Loaded Labor Costs for Office-Based Services (1)											
OTHER DIRECT COSTS											
Travel							Qty	Unit Cost	Cost		
Meals							0	\$ 350	\$		
Auto Fee							600	\$ 0.375	\$ 225		
							0	\$ 400	\$		
Total Direct Cost											
Total Direct Cost											
SUBCONSULTANT SERVICES											
Site Survey							Qty	Unit Cost	Cost		
Soils/Utility Work							1	\$ 12,265	\$ 12,265		
Basic Civil Design							1	\$ 2,485	\$ 2,485		
Geotechnical Analysis							1	\$ 114,700	\$ 114,700		
							1	\$ 32,620	\$ 32,620		
Total Direct Cost											
Total Direct Cost											
Total for Heeren Labor											
Other Direct Costs											
Total Estimated Project Cost											



SPOTSYLVANIA COUNTY

Thornburg Distribution Improvements

Project Budget Worksheet

Project # WT1803

	Current Balance (as of July 13, 2021)	Revisions (July 27, 2021)	Revised Balance (July 27, 2021)
<u>Project Costs:</u>			
Design	\$441,718	(\$415,592)	\$26,126
Hazen & Sawyer	\$0	\$415,592	\$415,592
Construction	\$7,623,565	\$0	\$7,623,565
Total Project Costs	\$8,065,283	\$0	\$8,065,283
<u>Project Funding:</u>			
Cash	\$3,916,631	\$0	\$3,916,631
Bonds	\$4,148,652	\$0	\$4,148,652
Total Project Funding	\$8,065,283	\$0	\$8,065,283

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

Meeting Date:	July 27, 2021
Title:	Approval of Two (2) Contract Modifications for Renewal to Kemira Water Solutions, Inc. and Univar USA, Inc. for Water Treatment Chemicals

Type:	Action
Agenda Title:	Approval of Two (2) Contract Modifications for Renewal to Kemira Water Solutions, Inc. and Univar USA, Inc. for Water Treatment Chemicals

Recommendation:	Approval of modification #2 for renewal #2 with Kemira Water Solutions, Inc. and approval of modification #4 for renewal #2 with Univar USA, Inc. to provide water treatment chemicals for the Utilities/Public Works Department. The contract modifications have been approved as to form by the County Attorney's Office.
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Summary:	The initial contracts with Kemira Water Solutions, Inc. and Univar USA, Inc. to provide water treatment chemicals were approved by the Board of Supervisors on April 23, 2019. This is the second renewal year of a five-year renewable contract at the option of the County.
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Financial Impact:	Adequate funding is budgeted and appropriated within the Utilities/Public Works FY22 budget for award of these contract modifications for this purpose.
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Staff Contacts:	Ben Loveday, Assistant County Administrator Toni Vaughan, Procurement Division Administrator
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Legal Counsel:	Will Moore, Senior Assistant County Attorney
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Additional Background/Other Considerations:	Water Treatment Chemicals under this contract with Kemira Water Solutions, Inc. and Univar USA, Inc. are purchased on an as needed basis and delivered to the Ni River Water Treatment Plant and Motts Run Water Treatment Plant.
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Failure to approve these contracts will leave the

Consequence of Denial/Inaction:

designated facilities without a service provider to deliver the Water Treatment Chemicals required to treat water at the Water Treatment Plants.

ATTACHMENTS:

File Name	Description	Type
Modification_#4_-_Renewal_#2_-_Univar_-_for_BOS.pdf	Contract Mod - Univar - WTC	Contract
Modification_#2_-_Kemira_-_for_BOS.pdf	Contract Mod - Kemira - WTC	Contract

MODIFICATION #4
TO SPOTSYLVANIA COUNTY
CONTRACT AGREEMENT
FOR GOODS AND SERVICES
Contract #19-08-TV-01

THIS MODIFICATION #4 TO SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS AND SERVICES, Contract #19-08-TV-01 is made as of _____, 2021 by and between Spotsylvania County, a political subdivision of the Commonwealth of Virginia, ("COUNTY"); and UNIVAR USA INC., a Washington Corporation ("CONTRACTOR") in good standing and duly licensed to transact business in Virginia.

WITNESSETH:

WHEREAS, the COUNTY and the CONTRACTOR entered into an Agreement titled "SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS AND SERVICES Contract #19-08-TV-06", ("AGREEMENT") dated April 24, 2019, to obtain water treatment chemicals for Spotsylvania County; and

WHEREAS, the AGREEMENT was subsequently renewed and/or modified by "Modification #1 to Spotsylvania County Contract Agreement for Goods and Services, Contract #19-08-TV-01" dated and executed on May 13, 2019, "Modification #2 to Spotsylvania County Contract Agreement for Goods and Services, Contract #19-08-TV-01" dated and executed on December 13, 2019 and "Modification #3 to Spotsylvania County Contract Agreement for Goods and Services, Contract #19-08-TV-01 dated and executed on July 28, 2020 ("MODIFIED AGREEMENTS"); 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 April 24, 2019 and subsequent MODIFIED AGREEMENTS; 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 #4 to Spotsylvania County Contract Agreement for Goods and Services Contract #19-08-TV-01".

NOW, THEREFORE, the COUNTY and the CONTRACTOR, in consideration of the mutual promises herein contained, and intending to be legally bound, do hereby modify terms and conditions of the AGREEMENT and MODIFIED AGREEMENTS 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 August 1, 2021 through July 31, 2022 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 shall be equal to or less than the unadjusted percent change of the latest twelve (12) months for which statics are available as indicated in the Industrial Commodities/Chemicals and Allied Products category of the PPI, Table 8, of the Producer Price Index of the United States Bureau of Labor Statistics. Should this index be superseded, the County reserves the right to select another appropriate index.

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

4.2. The COUNTY agrees to pay fees at the rates contained in this provision of the AGREEMENT, in accordance with any requirements and limitations specified, as follows:

ITEM #	DESCRIPTION	NAME OF MANUFACTURER OF PRODUCT	DELIVERY TIME IN DAYS	DELIVERY LOCATION(S)	UNIT OF MEASURE	UNIT PRICE
1	Ammonia Hydroxide (55 Gallon Drums)	Univar	3 days	Ni River WTP	Gallon	\$3.28
2	Caustic Soda 50%	Univar	3 days	Motts Run WTP	Gallon	\$2.08
3	Caustic Soda 50%	Univar	3 days	Ni River WTP	Gallon	\$2.08
4	Hydrated Lime (50 lb. Bag)	Greer	3 days	Motts Run WTP	Pound	\$0.23
5	Hydrated Lime (bulk)	Greer	3 days	Ni River WTP	Pound	\$0.115
6	Sodium Hypochlorite (12.5% Purity Liquid)	Bleachtec	3 days	Ni River WTP	Gallon	\$0.86
7	Sodium Hypochlorite (12.5% Purity Liquid)	Bleachtec	3 days	Motts Run WTP	Gallon	\$0.86
8	Potassium Permanganate (330 lb. Drum)	Carus	3 days	Motts Run WTP	Pound	\$3.26
9	Potassium Permanganate (330 lb. Drum)	Carus	3 days	Ni River WTP	Pound	\$3.26
10	Sulfur Dioxide (150 lb. cylinder)	Univar	3 days	Motts Run WTP	150 lb. Cylinders	\$184.50

ITEM #	DESCRIPTION	NAME OF MANUFACTURER OF PRODUCT	DELIVERY TIME IN DAYS	DELIVERY LOCATION(S)	UNIT OF MEASURE	UNIT PRICE
11	Sulfur Dioxide (150 lb.cylinder)	Univar	3 days	Ni River WTP	150 lb. Cylinders	\$157.50
12	Sodium Bicarbonate (50 lb. Bag)	Natrium	3 days	Ni River WTP	Pound	\$0.49
13	Copper Sulfate (50 lb. Bags)	Chem One	3 days	Ni River WTP	Dry Pound	\$2.64
14	Hydrofluosilicic Acid 23%	Mosaic Global Sales	2 – 4 days	Ni River WTP	Gallon	\$2.86

Except as hereby modified, the AGREEMENT and MODIFIED AGREEMENTS remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties by agreement hereto have caused Modification #4 to Spotsylvania County Contract Agreement for Goods and Services, Contract #19-08-TV-01 to be duly executed by their duly authorized officials, made as of the date first written above and effective August 1, 2021.

SPOTSYLVANIA COUNTY, VIRGINIA

By: _____
EDWARD PETROVITCH Dated
COUNTY ADMINISTRATOR

UNIVAR USA, INC.

By:  7/16/2021
MICHEAL CREA Dated
MUNICIPAL SPECIALIST

Approved as to form:

 7-16-21
COUNTY ATTORNEY Dated

MODIFICATION #2
TO SPOTSYLVANIA COUNTY
CONTRACT AGREEMENT
FOR GOODS AND SERVICES
Contract #19-08-TV-06

THIS MODIFICATION #2 TO SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS AND SERVICES, Contract #19-08-TV-06 is made as of _____, 2021 by and between Spotsylvania County, a political subdivision of the Commonwealth of Virginia, ("COUNTY"); and KEMIRA WATER SOLUTIONS, INC., a Delaware Corporation ("CONTRACTOR") in good standing and duly licensed to transact business in Virginia.

WITNESSETH:

WHEREAS, the COUNTY and the CONTRACTOR entered into an Agreement titled "SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS AND SERVICES Contract #19-08-TV-06", ("AGREEMENT") dated April 24, 2019, to obtain water treatment chemicals for Spotsylvania County; and

WHEREAS, the AGREEMENT was subsequently renewed and/or modified by "Modification #1 to Spotsylvania County Contract Agreement for Goods and Services, Contract #19-08-TV-06" dated and executed on July 28, 2020; 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 April 24, 2019 and Modification #1 executed on July 29, 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 #2 to Spotsylvania County Contract Agreement for Goods and Services Contract #19-08-TV-06".

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 August 1, 2021 through July 31, 2022 and may be renewable for three (3) additional one (1) year terms at the option of Spotsylvania County. All prices for the current year shall be at the amounts as described in Article 4, subdivision 4.2., of the initial Agreement. Any adjustment to pricing for future years shall be equal to or less than the unadjusted percent change of the latest twelve (12) months for which statics are available as indicated in the Industrial Commodities/Chemicals and Allied Products category of the PPI, Table 8, of the Producer Price Index of the United States Bureau of Labor Statistics. Should this index be superseded, the County reserves the right to select another appropriate index.

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

4.2. The COUNTY agrees to pay fees at the rates contained in this provision of the Agreement, in accordance with any requirements and limitations specified, as follows:

ITEM #	DESCRIPTION	NAME OF MANUFACTURER OF PRODUCT	DELIVERY TIME IN DAYS	DELIVERY LOCATION(S)	UNIT OF MEASURE	UNIT PRICE
1	Liquid Ferric Sulfate (Dry Pound)	Kemira Water	3 days	Ni River WTP	Dry Pound Fe+3	\$0.8924

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

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties by agreement hereto have caused Modification #2 to Spotsylvania County Contract Agreement for Goods and Services, Contract #19-08-TV-06 to be duly executed by their duly authorized officials, made as of the date first written above and effective August 1, 2021.

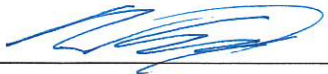
SPOTSYLVANIA COUNTY, VIRGINIA

By: _____
EDWARD PETROVITCH Dated
COUNTY ADMINISTRATOR

KEMIRA WATER SOLUTIONS, INC.

By: 
Christina Imbrogno ~~GAYLA WALKER~~ Dated 7/16/21
COMMERCIAL SUPPORT SPECIALIST
Manager

Approved as to form:

 7.16.21

COUNTY ATTORNEY Dated

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

Meeting Date:	July 27, 2021
Title:	Budget Adjustment & Appropriation of Sheriff's Office Forfeiture and Seizure Funding

Type:	Action, Appropriation
Agenda Title:	Budget Adjustment & Appropriation of Sheriff's Office Forfeiture and Seizure Funding
Recommendation:	Staff recommends that the Board of Supervisors approves the budget adjustment and the appropriation attached.
Summary:	The Sheriff's Office is requesting a budget adjustment to shift a portion (\$16,255) of existing forfeiture and seizure funds from the General Fund to the Capital Projects Fund to cover the costs associated with improvements made to the shooting range.
Committee/Commission Summary:	Finance Committee
Review Date:	July 22, 2021
Status:	Approved
Financial Impact:	This is a net-\$0 budget adjustment where a portion of the existing forfeiture and seizure budget is being shifted from the General Fund to the Capital Projects Fund. Please see the attached budget amendment.
Staff Contacts:	Bonnie Jewell, Assistant County Administrator Carter Wells, Sheriff's Office Major
Consequence of Denial/Inaction:	Denial of this budget adjustment will result in the budget being out of alignment with incurred expenses.

ATTACHMENTS:

File Name	Description	Type
SO_Forfeiture_and_Seizure_-_Budget_Adjustment.pdf	Budget Adjustment	Budget Amendment
SO_Forfeiture_and_Seizure-_Appropriation.doc	Appropriation	Appropriation

FY 2021 Budget Amendment Request Form

Date: July 7, 2021

Department: Sheriff's Office

Contact person: Major Carter Wells

Phone #: 540-507-7195

DRAFT

Explanation of need for budget amendment: The Sheriff's Office is requesting a budget adjustment to shift a portion (\$16,255) of existing forfeiture and seizure funds from the General Fund to the Capital Projects Fund to cover the costs associated with improvements made to the shooting range.

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

Revenue Accounts Adjusted		Amount	
Acct #	310-0000-341.06-01 Transfer from General Fund	\$	16,255
	Total Revenue Adjustment	\$	16,255

Expenditure Accounts Adjusted		Amount	
Acct #	110-3180-421.58-56 Miscellaneous/Forfeit/Seizure - FSSHER	\$	(16,255)
Acct #	110-9210-492.99-31 Transfer to Capital Projects	\$	16,255
Acct #	310-9120-802.80-05 Motor Vehicles & Equipment - FSSHER	\$	(33,950)
Acct #	310-9120-802.80-01 Machinery & Equipment - FSSHER	\$	50,205
	Total Expenditure Adjustment	\$	16,255

Note: If amendment is between expenditure accounts only, net impact must be zero.

Position FTE Change		
Position Title	Existing FTE	Adjusted FTE

Transfer requests must be signed by the requestor(s). In the case of transfers between departments or capital projects, the transfer request must be signed by the director of each affected department, or by the project manager of each affected capital project. A typed signature will be accepted.

Name, Department

Name, Department

Recommendations

Budget: ☒ recommended ☐ not-recommended

Explanation if not recommended:

County Admin: ☒ recommended ☐ not-recommended

Explanation if not recommended:

Finance Committee: ☒ recommended ☐ not-recommended

Explanation if not recommended:

DRAFT

**SPOTSYLVANIA COUNTY
Board of Supervisors**

FISCAL YEAR 2021 APPROPRIATION

Board of Supervisors

July 27, 2021

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

For the purpose of shifting Sheriff's Office forfeiture and seizure funds to cover expenses associated with improvements to the shooting range.

GENERAL FUND: (\$16,252)

CAPITAL PROJECTS FUND: \$16,252

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

Meeting Date:	July 27, 2021
Title:	Consideration of Resolution Regarding Critical Race Theory

Agenda Title:	Consideration of Resolution Regarding Critical Race Theory
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Recommendation:	n/a
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Non-Staff Name and Title of Presenters:	n/a
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Summary:	Spotsylvania County Board of Supervisors supports education policy and curriculum which, while understanding and studying the past, moves the county and its students forward when it comes to teaching the ideals of civil rights, diversity, non-discrimination, tolerance, and equality.
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Supervisors Yakabouski would like the Board to consider the attached resolution regarding "Critical Race Theory".

Staff Contacts:	Mark L. Cole, Deputy County Administrator
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Additional Background/Other Considerations:	The resolution is attached.
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Consequence of Denial/Inaction:	The resolution will be denied.
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Talking Points:	n/a
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ATTACHMENTS:

File Name	Description	Type
Critical_Race_Theory- _Resolution.doc	Resolution	Resolution

At a meeting of the Spotsylvania County Board of Supervisors held on July 27, 2021, on a motion by ----- and passed -----, the Board adopted the following resolution:

RESOLUTION NO. 2021-

WHEREAS, the subject of “Critical Race Theory” has come into focus as a matter of debate nationally and across the Commonwealth of Virginia; and

WHEREAS, the Spotsylvania County Board of Supervisors supports education policy and curriculum which, while understanding and studying the past, moves the county and its students forward when it comes to teaching the ideals of civil rights, diversity, non-discrimination, tolerance, and equality; and

WHEREAS, the Spotsylvania County Board of Supervisors established its support of the ideals of civil rights, diversity, non-discrimination, tolerance, and equality in adopting a proclamation on October 13, 2020 supporting non-discrimination in Spotsylvania County in which the Board committed to the equal opportunity and fair treatment of all its citizens under all circumstances and a just and unbiased environment in all interactions between county representatives and the community; and

WHEREAS, the Spotsylvania County Board of Supervisors understands that the concept of “Critical Race Theory” will fail to move the County and its students forward in the ideals of civil rights, diversity, non-discrimination, tolerance, and equality and will not provide fair treatment of all its citizens under all circumstances in a just and unbiased environment, and instead will create a divisive culture within the county’s schools which the Spotsylvania County Board of Supervisors does not support and wants to avoid; and

WHEREAS, the Spotsylvania County Board of Supervisors does not have the authority to directly control the education policy and curriculum of county schools; and

WHEREAS, the Spotsylvania County Board of Supervisors encourages the Virginia General Assembly, the Virginia Department of Education, and the Spotsylvania School Board to instead establish education policy and curriculum which will support the Spotsylvania County Board of Supervisors’ ideals as established in its proclamation of October 13, 2020 which it again incorporates and supports herein;

NOW THEREFORE the Spotsylvania County Board of Supervisors hereby RESOLVES to call upon the Virginia General Assembly, the Virginia Department of Education, and the Spotsylvania School Board to take all necessary steps to not adopt, not fund, and to further prohibit, to the fullest extent of their authority, the teaching of “Critical Race Theory” in the schools of the Commonwealth and in Spotsylvania County; and that the County Administrator shall forward a copy of this resolution to those legislative, administrative, and governing bodies.

(SEAL)

A COPY TESTE:

Aimee R. Mann
Deputy Clerk to the Board of Supervisors

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

Meeting Date: July 27, 2021

Title: Resolution for Support for Broadband Grant Application - FiberLync

Type: Action, Resolution

Agenda Title: Resolution for Support for Broadband Grant Application - FiberLync

Recommendation: Staff recommends approval of the resolution to collaborate on a regional initiative between the County and the Orange County Wireless Authority, dba FiberLync, on a federal grant application for high speed broadband services in Spotsylvania County.

Summary: The County, in collaboration with Orange County Wireless Authority, dba FiberLync, plans to participate in a federal grant application to provide high speed wireless services to certain portions of Spotsylvania County, where unserved and underserved premises exist. This grant will require in-kind funding for the County; however, no actual financial funding is required for this grant submission. Grant applications that propose a match receive higher consideration, and the final application will address this as needed. A map of the proposed preliminary areas for this federal grant is attached for reference.

Financial Impact: none

Staff Contacts: Jane Reeve, Director, Information Services

Consequence of Denial/Inaction: County residents will continue to be unserved or under-served with high speed broadband services.

ATTACHMENTS:

File Name	Description	Type
Resolution_-_DOC_Fiberlync_V2.pdf	Resolution	Resolution
DOCFiberToPremiseProposedBuildPlan.pdf	Map	Backup Material

At a meeting of the Spotsylvania County Board of Supervisors held on July 27, 2021 a motion by _____ and passed _____ to _____, the Board adopted the following resolution:

RESOLUTION NO. 2021-

**RESOLUTION OF SUPPORT FOR A REGIONAL FFY 2021 NATIONAL
TELECOMMUNICATIONS AND INFORMATION ADMINISTRATION BROADBAND
INFRASTRUCTURE PROGRAM GRANT APPLICATION AND DESIGNATION OF
AUTHORIZED AGENTS**

WHEREAS, the Spotsylvania County Board of Supervisors recognizes the need for quality internet access and its benefits to the families and businesses in Spotsylvania County; and

WHEREAS, the Spotsylvania County Broadband Committee is always seeking providers who are willing to provide coverage to underserved areas; and

WHEREAS, the Orange County Wireless Authority, dba Fiberlync, is submitting a regional grant application for the U.S. Department of Commerce's National Telecommunications and Information Administration (NTIA) FFY 2021 Broadband Infrastructure Program to provide broadband access to hundreds of premises in rural areas of Spotsylvania County, primarily in the Livingston, Berkley and Chancellor districts; and

WHEREAS, the County will provide an in-kind match if the grant is awarded; and

WHEREAS, this area in Spotsylvania County is currently unserved by broadband carriers impacting the ability of Spotsylvania County residents to participate in remote work, school, and communication.

NOW, THEREFORE, BE IT RESOLVED that the Spotsylvania County Board of Supervisors supports Fiberlync's grant application for the National Telecommunications and Information Administration (NTIA), FFY 2021 Broadband Infrastructure Program in order to provide broadband options for the premises in Spotsylvania County; and

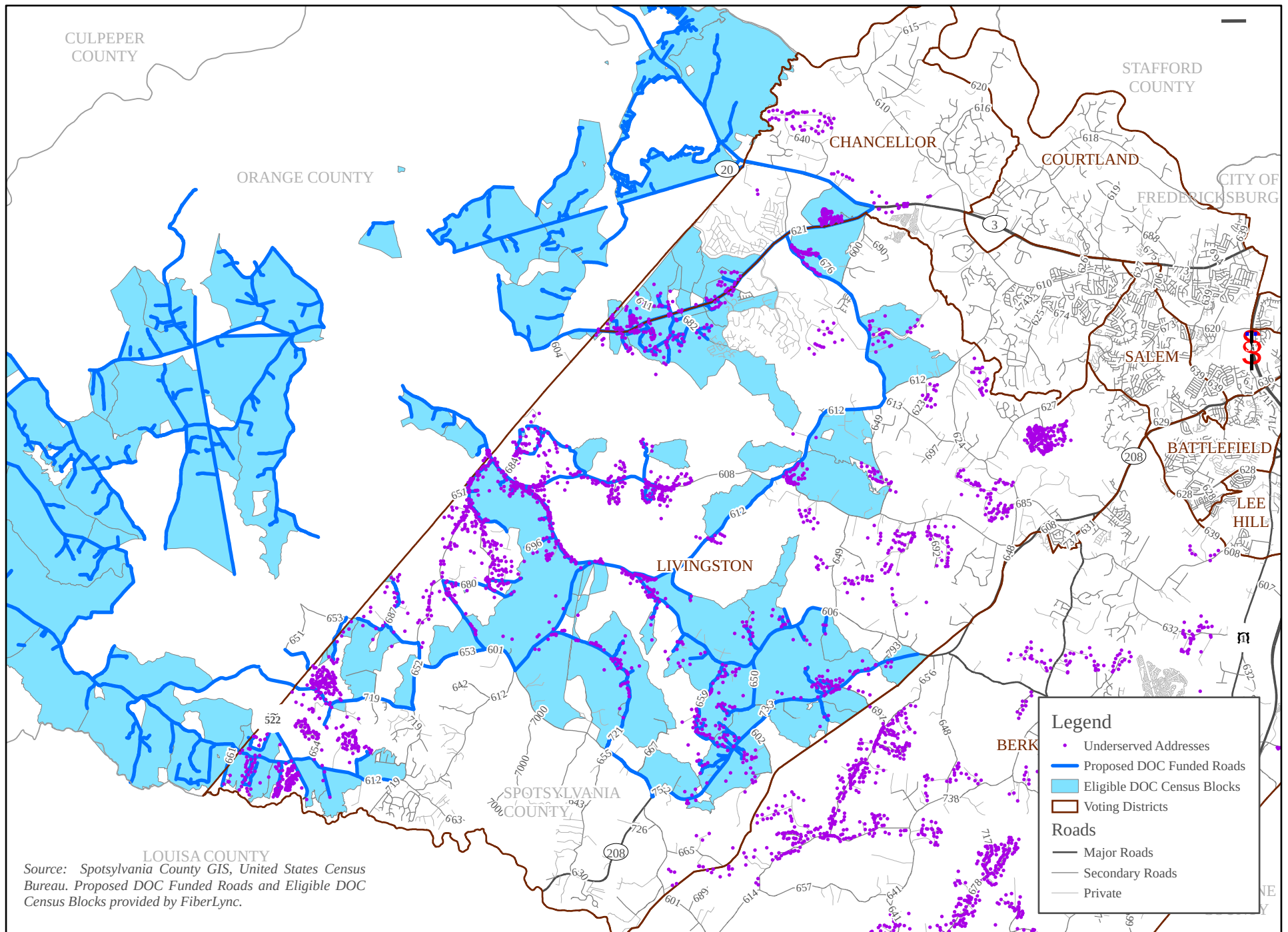
BE IT FURTHER RESOLVED by the Spotsylvania County Board of Supervisors that the following individuals are hereby designated as authorized agents any of whom may act in the execution and administration of the grant application: Edward Petrovitch, County Administrator; Mark Cole, Deputy County Administrator;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

**Kevin Marshall, Chairman
Spotsylvania County Board of
Supervisors**

ATTEST:

Aimee Mann, Clerk
Spotsylvania County Board of Supervisors

DOC FIBER-TO-THE-PREMISE PROPOSED BUILD PLAN



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

Meeting Date:	July 27, 2021
Title:	Shift of Funding from the Capital Projects Fund Balance for Installation of a Gated Security Fence at the Circuit Court Parking Lot

Type:	Action, Appropriation
Agenda Title:	Shift of Funding from the Capital Projects Fund Balance for Installation of a Gated Security Fence at the Circuit Court Parking Lot

Recommendation:	That the Board of Supervisors approves a budget amendment and appropriation to cover the cost of installation of a gated security fence at the Circuit Court parking lot.
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Summary:	Staff requests that \$125,592 be appropriated from the Capital Projects Fund balance to establish a new project to install a gated security fence at the Circuit Court parking lot. The project was identified via an internal security assessment of the Circuit Court facilities. Staff entrances, parking areas, and some inmate areas are unsecured and open to full public view. The current selected solution is an 8' commercial grade vinyl privacy fence and fob/keypad activated gates.
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Committee/Commission Summary:	Finance Committee
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Review Date:	July 22, 2021
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Status:	Approved
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Financial Impact:	Please see the attached budget amendment.
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Staff Contacts:	Ben Loveday, Assistant County Administrator
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Additional Background/Other Considerations:	Staff will work with Historic Preservation Commission as part of this project for fence material approval. Additional fence material types were considered but proved to be either cost prohibitive or did not address the security concern. In particular,
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wood fencing would not provide adequate visual impairment and can be easily removed to achieve access.

Consequence of Denial/Inaction:

Denial or inaction would result in this project not being completed leaving staff vulnerable to an existing security threat.

ATTACHMENTS:

File Name	Description	Type
Circuit_Court_Security_Fence_Budget_Adjustment.pdf	Budget Adjustment	Budget Amendment
Circuit_Court_Security_Fence_Appropriation.doc	Appropriation	Appropriation

FY 2022 Budget Amendment Request Form

Date: June 21, 2021

Department: County Administration

Contact person: Ben Loveday

Phone #: 540-507-7300

DRAFT

Explanation of need for budget amendment: Staff requests that \$125,592 be appropriated from the Capital Projects Fund balance to a new project to install a gated security fence at the Circuit Court parking lot. The project was identified via an internal security assessment of the Circuit Court facilities. Staff entrances, parking areas, and some inmate areas are unsecured and open to full public view. The current selected solution is an 8' commercial grade vinyl privacy fence and fob/keypad activated gates.

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

Revenue Accounts Adjusted		Amount	
Acct #	310-0000-341.05-01 Use of Fund Balance	\$	125,592
	Total Revenue Adjustment	\$	125,592

Expenditure Accounts Adjusted		Amount	
Acct #	310-9120-802.31-90 (GP2120) - Other Professional Services	\$	2,610
Acct #	310-9120-802.89-03 (GP2120) – Construction	\$	122,982
	Total Expenditure Adjustment	\$	125,592

Note: If amendment is between expenditure accounts only, net impact must be zero.

Position FTE Change		
Position Title	Existing FTE	Adjusted FTE

Transfer requests must be signed by the requestor(s). In the case of transfers between departments or capital projects, the transfer request must be signed by the director of each affected department, or by the project manager of each affected capital project. A typed signature will be accepted.

Ben Loveday, Assistant County Administrator

Name, Department

Name, Department

Recommendations

Budget: ☒ recommended ☐ not-recommended

Explanation if not recommended:

County Admin: ☒ recommended ☐ not-recommended

Explanation if not recommended:

Finance Committee: ☒ recommended ☐ not-recommended

Explanation if not recommended:

DRAFT

**SPOTSYLVANIA COUNTY
Board of Supervisors**

FISCAL YEAR 2022 APPROPRIATION

Board of Supervisors

July 27, 2021

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

To establish a new project to install a gated security fence at the Circuit Court parking lot, to be expended only by order of the Board of Supervisors as follows:

CAPITAL PROJECTS FUND: \$125,592

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

Meeting Date:	July 27, 2021
Title:	VA-Related Transportation Project Budget Adjustments & Appropriations

Type:	Action, Appropriation
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Agenda Title:	VA-Related Transportation Project Budget Adjustments & Appropriations
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Recommendation:	Staff recommends that the Board of Supervisors approve the attached budget adjustment and appropriation.
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Freed local funding stemming from the County's use of federal CARES money was allocated by the Board to a Capital Projects Fund reserve for VA-related transportation projects. The attached budget adjustment shifts \$2,395,002 of that reserve to the Exit 126 Stars Study Improvements project and the Rt. 1 VA Entrance & Turn Lanes project consistent with the Adopted CIP.

Summary:	The Rt. 1 VA Entrance & Turn Lanes project is being accomplished through an Economic Development Performance Agreement with the VA clinic developer as previously approved by the Economic Development Authority (EDA) and the Board. As such, the costs need to flow through the EDA Fund, and the attached budget adjustment and appropriation arrange the funding to allow for that proper cost accounting to occur. The net impact to the overall budget and appropriations is \$0.
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Committee/Commission Summary:	Finance Committee
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Review Date:	July 22, 2021
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Status:	Approved
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Financial Impact:	Please see the attached budget amendment. The net impact to the overall budget and appropriations is \$0.
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Staff Contacts:

Bonnie Jewell, Assistant County Administrator

Consequence of Denial/Inaction:

Budgeted expenditures and appropriations will be out of line with expected project expenses.

ATTACHMENTS:

File Name	Description	Type
Transportation_Project_Budget_Adjustment_-_Budget_Amendment_(FY_2021).pdf	Budget Adjustment - FY 2021	Budget Amendment
Transportation_Project_Budget_Adjustment_-_Budget_Amendment_(FY_2022).pdf	Budget Adjustment - FY 2022	Budget Amendment
Transportation_Project_Budget_Adjustment_-_Appropriation_(FY_2021).doc	Appropriation - FY 2021	Appropriation
Transportation_Project_Budget_Adjustment_-_Appropriation_(FY_2022).doc	Appropriation - FY 2022	Appropriation

Date: July 19, 2021

Department: Office of Budget & Grants

Contact person: Bonnie Jewell

Phone #: x7583

Explanation of need for budget amendment: Freed local funding stemming from the County's use of federal CARES money was allocated by the Board to a reserve for VA-related transportation projects. The attached budget adjustment shifts \$2,395,002 of that reserve to the Exit 126 Stars Study Improvements project and the Rt. 1 VA Entrance & Turn Lanes project consistent with the Adopted CIP.

The Rt. 1 VA Entrance & Turn Lanes project is being accomplished through an Economic Development Performance Agreement with the VA clinic developer as previously approved by the Economic Development Authority (EDA) and the Board. As such, the costs need to flow through the EDA Fund, and the attached budget adjustment and appropriation arrange the funding to allow for that proper cost accounting to occur. The net impact to the overall budget and appropriations is \$0.

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

Revenue Accounts Adjusted		Amount	
Acct #	221-0000-341.06-04 – Transfer from Capital Projects Fund	\$	250,000
	Total Revenue Adjustment	\$	250,000

Expenditure Accounts Adjusted		Amount	
Acct #	310-9160-802.89-03 (TR2105) – Construction, Reserve for VA-Related Projects	\$	(2,395,002)
Acct #	310-9160-802.89-03 (TR2202) – Construction, Exit 126 Stars Study Improvements	\$	1,445,002
Acct #	310-9160-802.89-03 (TR2205) – Construction, Rt. 1 VA Entrance & Turn Lanes	\$	950,000
Acct #	310-9160-802.89-03 (TR2205) – Construction, Exit 126 Stars Study Improvements	\$	(250,000)
Acct #	310-9110-492.99-23 – Transfer to EDA Fund	\$	250,000
Acct #	221-8151-471.89-03 (ED2101) – Construction, Rt. 1 VA Entrance & Turn Lanes	\$	250,000
	Total Expenditure Adjustment	\$	250,000

Note: If amendment is between expenditure accounts only, net impact must be zero.

Position FTE Change		
Position Title	Existing FTE	Adjusted FTE

Transfer requests must be signed by the requestor(s). In the case of transfers between departments or capital projects, the transfer request must be signed by the director of each affected department, or by the project manager of each affected capital project. A typed signature will be accepted.

Bonnie Jewell, Assistant County Administrator

Name, Department

Name, Department

Recommendations

Budget: ☒ recommended ☐ not-recommended

Explanation if not recommended:

County Admin: ☒ recommended ☐ not-recommended

Explanation if not recommended:

Finance Committee: ☒ recommended ☐ not-recommended

Explanation if not recommended:

Date: July 19, 2021

Department: Office of Budget & Grants

Contact person: Bonnie Jewell

Phone #: x7583

Explanation of need for budget amendment: Freed local funding stemming from the County's use of federal CARES money was allocated by the Board to a reserve for VA-related transportation projects. The attached budget adjustment shifts \$2,395,002 of that reserve to the Exit 126 Stars Study Improvements project and the Rt. 1 VA Entrance & Turn Lanes project consistent with the Adopted CIP.

The Rt. 1 VA Entrance & Turn Lanes project is being accomplished through an Economic Development Performance Agreement with the VA clinic developer as previously approved by the Economic Development Authority (EDA) and the Board. As such, the costs need to flow through the EDA Fund, and the attached budget adjustment and appropriation arrange the funding to allow for that proper cost accounting to occur. The net impact to the overall budget and appropriations is \$0.

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

Revenue Accounts Adjusted		Amount	
Acct #	221-0000-341.06-04 – Transfer from Capital Projects Fund	\$	1,250,000
	Total Revenue Adjustment	\$	1,250,000

Expenditure Accounts Adjusted		Amount	
Acct #	310-9160-802.89-03 (TR2205) – Construction, Rt. 1 VA Entrance & Turn Lanes	\$	550,000
Acct #	310-9160-802.89-03 (TR2106) – Construction, VA Offsite Transportation Preliminary Engineering	\$	(550,000)
Acct #	310-9160-802.89-03 (TR2205) – Construction, Rt. 1 VA Entrance & Turn Lanes	\$	(1,250,000)
Acct #	310-9110-492.99-23 – Transfer to EDA Fund	\$	1,250,000
Acct #	221-8151-471.89-03 (ED2101) – Construction, Rt. 1 VA Entrance & Turn Lanes	\$	1,250,000
	Total Expenditure Adjustment	\$	1,250,000

Note: If amendment is between expenditure accounts only, net impact must be zero.

Position FTE Change		
Position Title	Existing FTE	Adjusted FTE

Transfer requests must be signed by the requestor(s). In the case of transfers between departments or capital projects, the transfer request must be signed by the director of each affected department, or by the project manager of each affected capital project. A typed signature will be accepted.

Bonnie Jewell, Assistant County Administrator

Name, Department

Name, Department

Recommendations

Budget: ☒ recommended ☐ not-recommended

Explanation if not recommended:

County Admin: ☒ recommended ☐ not-recommended

Explanation if not recommended:

Finance Committee: ☒ recommended ☐ not-recommended

Explanation if not recommended:

DRAFT

**SPOTSYLVANIA COUNTY
Board of Supervisors**

FISCAL YEAR 2021 APPROPRIATION

Board of Supervisors

July 27, 2021

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

To appropriately allocate the funding for certain VA-related transportation projects, to be expended only by order of the Board of Supervisors as follows:

CAPITAL PROJECTS FUND: (\$250,000)

EDA FUND: \$250,000

DRAFT

**SPOTSYLVANIA COUNTY
Board of Supervisors**

FISCAL YEAR 2022 APPROPRIATION

Board of Supervisors

July 27, 2021

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

To appropriately allocate the funding for certain VA-related transportation projects, to be expended only by order of the Board of Supervisors as follows:

CAPITAL PROJECTS FUND: (\$1,250,000)

EDA FUND: \$1,250,000

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

Meeting Date: July 27, 2021

Title: Presentation of Proposed Internal Audit Multi-Year Work Plan

Type: Action

Agenda Title: Presentation of Proposed Internal Audit Multi-Year Work Plan

Recommendation: Staff recommends approval of the proposed multi-year internal audit work plan as presented by RSM US, LLP (RSM).

RSM conducted a broad-based risk assessment to support the development of a multi-year internal audit work plan for the County. The risk assessment included interviews with each member of the Board of Supervisors to gain an understanding of their perspective of risk, focusing on their objectives in order to identify potential risks. Interviews were also conducted with the County Administrator, as well as the County Administrator's Leadership Team, and various department heads and other personnel within the County to identify risks, vulnerabilities and potential opportunities. In addition, RSM reviewed the Fiscal Year (FY) Adopted Budget, the FY 2022 Recommended Budget, the Annual Comprehensive Financial Report for fiscal year ended June 30, 2020, the FY 2022 Recommended Capital Improvement Plan, as well as media coverage and Board meeting agendas, minutes, and other available documentation.

Summary: Using information gathered through the risk assessment process, RSM identified 10 recommended processes to be included in the proposed work plan. The 10 processes were prioritized, in coordination with Management, based on level of risk and correlation to the County's current process oversight work being performed.

The Proposed Top 10 will be consistently presented

in draft form because it is a living document. As factors change and situations arise, this Proposed Top 10 can and will change.

Prior to the commencement of each process audit, RSM will work with the County to develop the expected statement of work, timeline, and projected cost.

The County has allocated \$167,160 in the FY22 budget for internal audit project services. Planned process audits performed beyond FY22 will be subject to the availability of future appropriated funds.

Financial Impact:

Staff Contacts:

Beckie Forry, Chief Accounting Officer

ATTACHMENTS:

File Name	Description	Type
Draft_Summary_Multi-Year_Internal_Audi_Work_Plan.xlsx	Draft Summary Multi-Year Internal Audit Work Plan	Backup Material
Spotsylvania_Cty_-_RA_and_Audit_Plan_-_Final.pdf	RSM Proposed Work Plan- Final	Agreement

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

Meeting Date:	July 27, 2021
Title:	Discussion for County Employee - Cost to Advance COLA, Merit, Public Safety Step to July 2021

Agenda Title:	Discussion of County Employees - Cost to Advance COLA, Merit, Public Safety Step to July 2021
Recommendation:	n/a
Non-Staff Name and Title of Presenters:	n/a
Summary:	The Board requested further discussion on the cost to advance COLA and merit for County Employees and Public Safety Step to July 2021.
Staff Contacts:	Ed Petrovitch, County Administrator
Additional Background/Other Considerations:	Previous Board Communication is attached to this item.
Consequence of Denial/Inaction:	n/a
Talking Points:	n/a

ATTACHMENTS:

File Name	Description	Type
BOS_Communication_-_Cost_to_Advance_COLA_Merit_PS_step_to_July_070221.pdf	Board Communication	Backup Material
Mid-Year_Salary_Adjustments_-_Budget_Adjustment.pdf	Budget Amendment	Budget Amendment
Mid-Year_Salary_Adjustments_-_Appropriation.pdf	Appropriation	Appropriation

COUNTY OF SPOTSYLVANIA



BOARD OF SUPERVISORS COMMUNICATION

Date: July 2, 2021

Purpose:

☐ BOS Follow-Up	☐ Schedule Notes *
☐ Future BOS Meeting	☒ Information Only *
☐ Emerging Issue	☐ Other: _____

* May be combined

Title: Cost to Advance COLA, Merit, Public Safety Step to July 2021

Summary/Analysis: As you know, the FY 2022 Budget includes funding for a mid-year 1.2% cost of living adjustment (COLA), a 2.0% merit for employees not on the Public Safety pay scale, and a step increase for employees who are on the Public Safety pay scale. If the pay increases were to become effective in July 2021 instead of January 2022, the cost would be as follows and would come from each fund's respective fund balance:

Fund	Added Cost for July 2021 Implementation
General Fund	\$1,217,746
Code Compliance Fund	\$50,838
Transportation Fund	\$5,340
Capital Projects Fund	\$2,632
Utilities Capital Projects Fund	\$155,398
Total	1,431,954

If the Board were to take action at the July 27 Board meeting to move ahead with advancing the implementation, the effective date would be July 26 and employees would see the increase on their August 13 paychecks. These dates are one pay cycle behind the dates that would have been in place had the FY 2022 Budget included full-year increases, but are 11 pay cycles ahead of the currently budgeted mid-year FY 2022 implementation.

The following table shows the recent history of the July effective dates/August paycheck dates when full-year raises were approved:

Recent History of July Effective Dates		
FY	Effective Date	1 st Seen on Paychecks
FY 2018	July 17, 2017	August 4, 2017
FY 2019	July 16, 2018	August 3, 2018
FY 2020	July 15, 2019	August 2, 2019
FY 2021	Mid-year adjustments approved	
FY 2022	July 26, 2021	August 13, 2021

Conclusion/Recommended Action: This data is provided in response to Board members' request for the information.

Prepared By: Bonnie Jewell, Assistant County Administrator/CFO

Reviewed By: Mark Cole, Deputy County Administrator

FY 2022 Budget Amendment Request Form

Date: July 22, 2021

Department: County Administration

Contact person: Bonnie Jewell **Phone #:** 540-507-7583

Explanation of need for budget amendment: The FY 2022 Budget includes funding for a mid-year 1.2% cost of living adjustment (COLA) for all employees, a 2.0% merit for employees not on the Public Safety pay scale, and a step increase for employees who are on the Public Safety pay scale.

At the July 27, 2021 meeting, the Board approved the mid-year FY 2022 pay adjustments to be funded on July 26, 2021, with the cost coming from each fund's respective fund balance (amounts listed below in the first table). These adjustments will be administered as follows:

- A 1.2% cost of living adjustment (COLA) for all employees.
- A step for those employees on the Public Safety Pay Scale who had completed at least a full year of service with Spotsylvania as of June 30, 2021.
- A 2.0% performance merit for full-time and regular part-time employees not on the Public Safety Pay Scale, who had completed at least a full year of service with Spotsylvania as of June 30, 2021, and who earned a 2.0 or better on their performance evaluation for the period through June 30, 2021.

To align with VRS reporting dates, these adjustments will be effective with the pay period that begins July 26, 2021 and will first appear in paychecks on August 13, 2021. These dates are one pay cycle behind the dates that would have been in place had the FY 2022 Budget included full-year increases, but are 11 pay cycles ahead of the originally budgeted mid-year FY 2022 implementation.

This budget adjustment and the attached appropriation are necessary to effectuate the Board's action on this matter.

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

Revenue Accounts Adjusted		Amount	
Acct #	110-0000-341.05-01 – Use of General Fund Balance	\$	1,217,746
Acct #	260-0000-341.05-01 – Use of Code Compliance Fund Balance	\$	50,838
Acct #	280-0000-341.05-01 – Use of Transportation Fund Balance	\$	5,340
Acct #	310-0000-341.05-01 – Use of Capital Projects Fund Balance	\$	2,632
Acct #	510-0000-341.05-01 – Use of Utilities Operating Fund Balance	\$	155,398
	Total Revenue Adjustment	\$	1,431,954

Expenditure Accounts Adjusted		Amount	
Acct #	Various General Fund accounts – 1.2% COLA	\$	473,659
Acct #	Various General Fund accounts – 2.0% merit	\$	338,637
Acct #	Various General Fund accounts – Public Safety step	\$	405,450
Acct #	Various Capital Projects Fund accounts – 1.2% COLA	\$	1,000
Acct #	Various Capital Projects Fund accounts – 2.0% merit	\$	1,632
Acct #	Various Code Compliance Fund accounts – 1.2% COLA	\$	19,301
Acct #	Various Code Compliance Fund accounts – 2.0% merit	\$	31,537
Acct #	Various Transportation Fund accounts – 1.2% COLA	\$	2,027

Acct #	Various Transportation Fund accounts – 2.0% merit	\$	3,313
Acct #	Various Utilities Operating Fund accounts – 1.2% COLA	\$	58,993
Acct #	Various Utilities Operating Fund accounts – 2.0% merit	\$	96,405
	Total Expenditure Adjustment	\$	1,431,954

Note: If amendment is between expenditure accounts only, net impact must be zero.

Position FTE Change		
Position Title	Existing FTE	Adjusted FTE

Transfer requests must be signed by the requestor(s). In the case of transfers between departments or capital projects, the transfer request must be signed by the director of each affected department, or by the project manager of each affected capital project. A typed signature will be accepted.

Name, Department

Name, Department

Recommendations

Budget: ☒ recommended ☐ not-recommended

Explanation if not recommended:

County Admin: ☒ recommended ☐ not-recommended

Explanation if not recommended:

Finance Committee: ☐ recommended ☐ not-recommended

Explanation if not recommended:

**SPOTSYLVANIA COUNTY
Board of Supervisors**

FISCAL YEAR 2022 APPROPRIATION

Board of Supervisors

July 27, 2021

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

To advance the FY 2022 pay adjustments to take effect July 26, 2021 as opposed to January 1, 2022 as originally budgeted, to be expended only by order of the Board of Supervisors as follows:

GENERAL FUND: \$1,217,746
CODE COMPLIANCE FUND: \$50,838
TRANSPORTATION FUND: \$5,340
CAPITAL PROJECTS FUND: \$2,632
UTILITIES OPERATING FUND: \$155,398

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

Meeting Date: July 27, 2021

Title: Approval of Resolution to Petition Circuit Court for Bond Referendum

Type: Action, Resolution, Power Point Presentation

Agenda Title: Approval of Resolution to Petition Circuit Court for Bond Referendum

Recommendation: Staff recommends that the Board of Supervisors approves the attached resolution.

Summary: Based on the Board's consensus at its June 22 meeting concerning the projects and amounts to include in a bond referendum, staff is presenting for the Board's approval a resolution by which the Circuit Court will be petitioned to order a bond referendum be held on November 2, 2021. This resolution identifies the four categories of projects for which questions will be on the ballot and the amount of each category:

Transportation - \$101,742,509
Public Safety - \$32,162,474
Schools - \$206,800,000
Parks & Recreation - \$58,000,000

As noted at the June 22 Board meeting, upon issue of the bonds, the potential gross and net tax rate impact of each category is as follows:

Financial Impact:

Category	Amount	Potential Tax Rate Impact	
		Gross Debt Service	Net Debt Service
Transportation	\$101.7M	\$0.05	\$0.04
Public Safety	\$32.2M	\$0.02	<\$0.01
Schools	\$206.8M	\$0.11	\$0.03
Parks & Recreation	\$58.0M	\$0.03	\$0.03

Total	\$398.7M	\$0.21	<\$0.11
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Staff Contacts:

Bonnie Jewell, Assistant County Administrator/Chief Financial Officer

Legal Counsel:

Susan Cooke, Deputy County Attorney; Richard Hurlbert, Bond Attorney

Consequence of Denial/Inaction:

If the Board denies approval of this resolution, there will be no bond referendum on November 2, 2021.

ATTACHMENTS:

File Name	Description	Type
Referendum_(7-27-2021).pptx	Presentation	Presentation
BOS_Resolution_-_2021_Referendum_v3.doc	Resolution to Petition Circuit Court	Resolution
Project_Summary_Sheets.pdf	Project Summary Sheets	Backup Material
School_Board_Presentation_(5-24-2021)_-_compressed.pdf	School Board Presentation	Backup Material

2021 Bond Referendum

Presentation to Board of Supervisors
June 27, 2021



Timeline:

- ▶ July 27 – BOS adopts resolution requesting referendum
- ▶ July 30 – Counsel/staff finalize bond questions
- ▶ August 4 – County Attorney files order with Circuit Court
- ▶ By August 31 – Court orders election
- ▶ Sept. 15 – Counsel to finalize explanation of each question
- ▶ Ongoing – Community updates/education on referendum
- ▶ By Oct. 23 – Clerk of the Circuit Court to advertise election
- ▶ Nov. 2 – Election day

Action Needed:

- ▶ Decision on resolution requesting referendum; specific category/type of projects and amount to include in questions:
 - Transportation (\$101.7M)
 - Public Safety (\$32.2M)
 - Schools (\$206.8M)
 - Parks & Recreation (\$58.0M)
- ▶ Approval by Board and voters doesn't guarantee issuance
 - Will come to the Board in advance of each issuance in future
 - Projects will be included in future budgets and CIPs, both of which are subject to annual public hearings
 - Will depend upon affordability (referendum authorization, debt capacity within ratios, ability to pay annual debt service)

2021 Referendum:

Transportation	Amount
Exit 126 Southbound Ramp Improvements	\$12,559,372
Rt. 1/Hood Drive/Mine Road Intersection & Traffic Flow Improvements	\$25,000,000
Germanna Point Drive Extension	\$25,000,000
Rt. 2/17 Widening	\$19,921,258
Harrison Road Widening	\$10,000,000
Roundabout – Old Plank & Andora	\$661,879
Transportation Alternatives Program	\$600,000
Rural Road Safety Improvements	\$8,000,000
Total	\$101,742,509

2021 Referendum:

Public Safety	Amount
Fire Training & Logistics Center	\$3,134,540
Replacement of Co. 3 - Partlow	\$2,500,000
New Fire/Rescue (Co. 12) – Massaponax	\$6,590,000
Fire Equipment Replacements	\$14,673,772
EMS Equipment Replacements	\$5,264,162
Total	\$32,162,474

2021 Referendum:

Schools	Amount
Technology Upgrades & Replacements	\$45,086,707
Capital Maintenance & Additions	\$127,978,372
New & Replacement Buses	\$33,734,921
Total	\$206,800,000

2021 Referendum:

Parks & Recreation	Amount
Competition pool & fitness/wellness center	\$58,000,000
Total	\$58,000,000

Action Needed:

- ▶ Decision on resolution requesting referendum; specific category/type of projects and amount to include in questions:
 - Transportation (\$101.7M)
 - Public Safety (\$32.2M)
 - Schools (\$206.8M)
 - Parks & Recreation (\$58.0M)
- ▶ Approval by Board and voters doesn't guarantee issuance
 - Will come to the Board in advance of each issuance in future
 - Projects will be included in future budgets and CIPs, both of which are subject to annual public hearings
 - Will depend upon affordability (referendum authorization, debt capacity within ratios, ability to pay annual debt service)

RESOLUTION NO. 2021-

**RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF SPOTSYLVANIA**

WHEREAS, the Board of Supervisors of the County of Spotsylvania, Virginia (the “Board of Supervisors”) deems it necessary and desirable to petition the Circuit Court of Spotsylvania County (the “Circuit Court”) to Order that a special election be held on November 2, 2021, on the question of authorizing the County of Spotsylvania, Virginia (the “County”) to contract a debt and issue general obligation bonds of the County for public school, transportation, public safety, and parks and recreation purposes; and

WHEREAS, by Resolution adopted on June 14, 2021 and delivered to the Board of Supervisors, the School Board of the County has requested that the Board of Supervisors petition the Circuit Court to order an election on the question of authorizing the County to contract a debt and issue its general obligation bonds for public school purposes in an amount not to exceed \$206,800,000;

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

1. Authorization of Petition and Description of Public Improvement Projects.

In accordance with the provisions of Section 15.2-2640 of the Code of Virginia of 1950, as amended (the “Virginia Code”), the Board of Supervisors hereby resolves to petition the Circuit Court on the question of authorizing the County to contract a debt and issue the County’s general obligation bonds in the amounts and for the purposes further described below.

A. Proposed general obligation bonds in an amount not to exceed \$206,800,000 to fund public school projects, including without limitation, (1) the acquisition of real property for future public school sites, construction and equipping of new public schools and additions to existing public schools; (2) public school capital maintenance purposes, including HVAC and roof replacements, asphalt/sidewalk construction and replacement, and other public school capital maintenance projects; (3) school transportation purposes including acquisition of new and replacement school buses; (4) school technology purposes including upgrades to and replacements of existing equipment; and (5) acquisition, construction and equipping or rehabilitation of such other capital school assets as may be required to address the actual educational needs of the residents of the County.

B. Proposed general obligation bonds in an amount not to exceed \$101,742,509 to fund transportation projects, including without limitation (1) improvements to certain on-ramps to and intersections of Route 1 near and around the Veterans Administration Clinic; (2) extension and improvements to Germanna Point Drive to provide an alternate travel route for traffic; (3) widening of portions of Route 2 and Route 17 to four lanes; (4) widening of a portion of Harrison Road to include a shared-use path and a pedestrian sidewalk; (5) acquisition, design and construction of a roundabout at the

intersection of Old Plank Road and Andora Drive; (6) acquisition, design and construction of improvements to the County's rural roads, including intersection improvements, construction of shoulders to rural roads, and paving of unpaved public roads; and (7) funding of the County's share of other pedestrian, bicycle and shared-use paths and "Safe Routes to School" sidewalk projects so that the County may receive matching funds under the Federal aid highway program known as the Transportation Alternatives Program, or any substantially similar or replacement federal or state highway financing program.

C. Proposed general obligation bonds in an amount not to exceed \$32,162,474 to fund public safety projects, including without limitation (1) the construction and equipping of (a) a fire training and logistics center, including classrooms, office and storage space and related facilities, (b) a replacement fire/rescue station in the area of Partlow and Wallers Roads, and (c) a new fire/rescue station in the area of Massaponax Church Road and Route 1; and (2) replacements of fire and EMS equipment, including new fire trucks and ambulances.

D. Proposed general obligation bonds in an amount not to exceed \$58,000,000 to fund all or a portion of the costs of construction and equipping of an indoor swimming and fitness facility to include an Olympic-sized competition swimming pool, a warm-up/therapy pool, fitness and wellness facilities, and related facilities including locker rooms, food and beverage areas and storage, and related incidental improvements such as parking lots, lighting and landscaping.

2. Date of Special Election. The Board of Supervisors hereby finds and determines that, inasmuch as it is the same day as a scheduled General Election, November 2, 2021 would be a particularly convenient and cost-effective day on which to hold the Special Election at which the matters described in paragraph 1 shall be presented to the citizens of the County.

3. Authorization to Proceed with Petition and Related Matters. The Board of Supervisors hereby authorizes and directs the County Attorney to promptly prepare and file an appropriate Petition with the Clerk of the Circuit Court requesting that the the Circuit Court order the Special Election in which the matters described in paragraph 1 above shall be placed on the ballot in the form of referendum questions in connection with the General Election scheduled to be held on November 2, 2021, and further authorizes and directs the Assistant County Administrator/Chief Financial Officer and the County Attorney to take all further actions necessary to present such matters to the citizens of the County under applicable law.

4. Effectiveness and Use of Resolution. This Resolution shall be effective immediately upon its adoption. The Board of Supervisors hereby authorizes the County Attorney to attach a certified copy of this Resolution to the Petition described in paragraph 3.

* * *

Approved as to form:

Karl R. Holsten, Esq., County Attorney

CERTIFICATE

The undersigned Clerk of the Board of Supervisors (the "Board") of the County of Spotsylvania, Virginia (the "County") hereby certifies that:

1. A meeting of the Board was duly called and held on July 27, 2021 (the "Meeting").

2 Attached hereto is a true, correct and complete copy of a resolution (the "Resolution") of the Board entitled "Resolution of the Board of Supervisors of the County of Spotsylvania" as recorded in full in the minutes of the Meeting and duly adopted by a majority of the members of the Board present and voting during the Meeting.

3. A summary of the members of the Board present or absent at the Meeting, and the recorded vote with respect to the Resolution, is set forth below:

Member Name	Voting				
	Present	Absent	Yes	No	Abstaining
Kevin Marshall - Chairperson	_____	_____	_____	_____	_____
Barry K. Jett - Vice Chairperson	_____	_____	_____	_____	_____
Chris Yakabowski	_____	_____	_____	_____	_____
Deborah H. Frazier	_____	_____	_____	_____	_____
David Ross	_____	_____	_____	_____	_____
Timothy J. McLaughlin	_____	_____	_____	_____	_____
Gary F. Skinner	_____	_____	_____	_____	_____

4. The Resolution has not been repealed, revoked, rescinded or amended, and is in full force and effect on the date hereof.

WITNESS MY HAND and the seal of the Board of Supervisors of the County of Spotsylvania, Virginia, this ____ day of July, 2021.

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

[SEAL]

November 2021 Bond Referendum

Transportation Project Justifications:

Project	Estimated Cost	Justification
Exit 126 Southbound Ramp Improvements	\$12,559,372	This project would improve the intersection of Rt. 1 southbound and southbound on-ramps to add an additional left turn lane and widen the on-ramp to two lanes. This project is necessary to mitigate traffic capacity and safety issues in the area of the VA Clinic development.
Rt. 1/Hood Dr./Mine Rd. Intersection & Traffic Flow Improvements	\$25,000,000	This project will improve the Rt. 1/Hood Drive/Mine Road intersection and Rt. 1 traffic flow. The project is necessary to mitigate traffic capacity and safety issues in the area of the VA Clinic development.
Germanna Point Drive Extension	\$25,000,000	This project would extend Germanna Point Drive to Spotsylvania Avenue as a two-lane road with bike and pedestrian accommodations. The project is expected to be an alternative to Rt. 1 between Rt. 17 and the Lafayette Boulevard area. This project is necessary to mitigate traffic capacity and safety issues in the area of the VA Clinic development.
Rt. 2/17 Widening	\$19,921,258	This project would widen Rt. 2/Rt. 17 to four lanes from the City of Fredericksburg line to the south side of Shannon Airport. Once complete, the project would eliminate a major traffic chokepoint and safety problems, and would provide the transportation infrastructure necessary to support economic development opportunities at the Spotsylvania Industrial Park, Shannon Airport area, and along the Rt. 2/Rt. 17 corridor.
Harrison Road Widening	\$10,000,000	This project would widen Harrison Road from Salem Church/Leavells roads at least to the bridge over I-95, and potentially to Kingswood Boulevard. The project is anticipated to include a shared-use path along the north side of the road and a sidewalk along the south side. This project would improve traffic flow.
Roundabout - Old Plank & Andora	\$661,879	This project includes design, right of way, and construction of a roundabout at the current 3-way stop at Old Plank Road/Andora Drive. The project enables more continuous traffic flow at this intersection. Additionally, the project improves access to the County's Chancellor Community Center and will be aligned to accept future development at this location.
Transportation Alternatives Program (TAP)	\$600,000	The Transportation Alternatives Program (TAP) is part of the Federal-aid highway program which allows a maximum 80% federal reimbursement of eligible project costs and requires a minimum 20% local match contribution. The program is intended to help fund local projects that focus on providing pedestrian and bike facilities to expand non-motorized travel choices and to include Safe Routes to School sidewalk and trail projects. This funding would be used as Spotsylvania's local match for the grant program. Currently contemplated TAP projects include a shared-use path along the existing Germanna Point Drive, a shared-use path along a portion of Harrison Road, sidewalks on the northeast side of Chancellor Park Drive, and connection of multiple pieces of sidewalks on Spotsylvania Parkway/Leavells Road.

November 2021 Bond Referendum

Transportation Project Justifications:

Project	Estimated Cost	Justification
Rural Road Safety Improvements	<u>\$8,000,000</u>	This project would address safety and operational concerns on the County's rural roads. Funding could be used for intersection safety improvements such as improving what is currently limited site distance at Brock Road/Piney Branch, Rt. 3/Orange Plank, and Belmont/Days Bridge roads. Funding could also be used to address residents' concerns of limited/no shoulders as a complement to VDOT's paving projects, and paving of currently unpaved public roads. This funding cannot be used for paving of private roads.
	\$101,742,509	
Gross Potential Tax Rate Impact	\$0.05	
Net Potential Tax Rate Impact	\$0.04	

November 2021 Bond Referendum

Public Safety Project Justifications:

Project	Estimated Cost	Justification
Fire Training & Logistics Center	\$3,134,540	This project will provide fire training facilities for Fire, Rescue & Emergency Management personnel and will ensure a reliable facility for various required apparatus and equipment testing. The project is anticipated to include the construction of an approximately 8,500 square foot training facility to include two classrooms for 30 people each, two breakout rooms, a kitchen, bunkroom, showers, locker rooms, restrooms, SCBA compressor, ice machine, security system, fiber connection, and office space. It has been recommended that an additional 3 bay, 5,000 sq. ft. space and a 5,000 sq. ft. logistics center be constructed with the project. Colocation of the logistics center and classroom facility will allow for efficient use of dual use equipment and infrastructure.
Replacement of Company 3 - Partlow	\$2,500,000	This project will construct a new fire/rescue station in the area of Partlow/Wallers roads to replace the aging Company 3 building. In the 1980s, the Spotsylvania Volunteer Fire Department (SVFD) purchased a metal building to house apparatus and other fire/rescue equipment. This metal structure has now reached the end of its useful life and a 15,000 square foot replacement station is planned. This project is supported by SVFD.
New Fire/Rescue (12) - Massaponax	\$6,590,000	This project will construct a new fire station in the area of Massaponax Church Road and Rt. 1. With the threshold of 2,500 total calls per station identified as a benchmark in the County's Comprehensive Plan, the stations that surround the proposed new station (Co. 12) are already at or approaching maximum call volume. As the call volume increases, the reliability of units from those stations to respond decreases, while they are committed to other calls for service throughout the County. The addition of a new Co. 12 station would provide relief to the surrounding districts, provide some stability and reliability measures for the area as future developments are built, and would provide a more rapid response of resources to multi-company incidents.
Fire Equipment Replacements	\$14,673,772	The County currently operates 11 fire and/or rescue stations throughout the County. Fire trucks and ambulances are kept at the stations to be available when calls for service are dispatched. Each year, a number of ambulances and fire trucks are replaced due to mileage on existing equipment and expected life cycles. Typically, three ambulances and two fire trucks are replaced each year throughout the County. Ambulances tend to have a lifespan of 7 years, while fire trucks tend to run for about 12 years before being replaced.
EMS Equipment Replacements	<u>\$5,264,162</u>	
	\$32,162,474	
Gross Potential Tax Rate Impact	\$0.02	
Net Potential Tax Rate Impact	<\$0.01	

November 2021 Bond Referendum**School Project Justifications:**

Project	Estimated Cost	Justification
Technology Upgrades & Replacements	\$45,086,707	Projects include but are not limited to the upgrading and/or replacing of systems, switches, servers, blade servers, routers, laptops, printers, controllers, wireless systems, disk expansion, and technology-based instructional solutions throughout the division. Also includes building access controls and security cameras. This project enables the school division to accommodate the changes in technology that are necessary to support the dynamic needs of students and staff.
Capital Maintenance & Additions	\$127,978,372	Projects include but are not limited to major maintenance in school facilities, mechanical (HVAC) and roofing replacements, flooring replacements, asphalt replacement, the addition of special education classrooms, learning cottages (modulars), playground expansions/replacements, and renovation and modernization of learning spaces.
New & Replacement Buses	<u>\$33,734,921</u>	Purchase school buses to accommodate student enrollment growth and the periodic replacement of aged-out buses. This will include passenger buses, buses for special needs students, Head Start buses, and major component replacements (i.e. engines). All components of this project enable the provision of safe and efficient student transportation.
	\$206,800,000	
Gross Potential Tax Rate Impact	\$0.11	
Net Potential Tax Rate Impact	\$0.03	

See attached for more detailed justifications from the Schools.

November 2021 Bond Referendum

Parks & Recreation Project Justifications:

Project	Estimated Cost	Justification
Competition pool and fitness/ wellness center	<u>\$58,000,000</u>	This project would construct an indoor swimming facility with Olympic-size competition pool, warm-up/therapy pool, and fitness/wellness amenities. The primary 8-lane pool would be 50 meters x 25 yards with a depth of 6'7" to 13'0" to allow for diving. A secondary warmup/therapy pool would be 25-yards. Other components of the 75,000 - 80,000 sq. ft. facility would be fitness spaces, locker rooms, food & beverage areas, storage, circulation and back of the house areas. The facility would be on 6 to 8 acres with a minimum of 300 parking spaces. Various local and regional swimming programs have noted difficulties in reserving times at the one 50-meter competition pool in the area and in attracting larger invitational meets. Results of a market study suggest that strong unmet demand exists among local and non-local segments for a new competition pool facility in the Fredericksburg/Spotsylvania area. Upon stabilization, a new pool is estimated to annually accommodate 114,000 participants with a total annual attendance (swimmers/coaches/spectators) of approximately 193,100, 57% of which would be locals.
	\$58,000,000	
Gross Potential Tax Rate Impact	\$0.03	
Net Potential Tax Rate Impact	\$0.03	

2021 Proposed Bond Referendum

May 24, 2021
School Board Meeting

Agenda

- Opening Comments: Dr. Baker
- Background: the 2014 Referendum & Maximizing the Investment
- Current Situation
 - The Infrastructure Needs Continue
 - The Most Fiscally Prudent Financing Option
 - Bond: Definition, Scope and Planning Factors
 - Process Timeline
- Instructional Vision: The Process Compass
- 2021 Proposed Bond Referendum Investment Overview by Category





Opening Comments

Dr. Baker



Strategic Plan

ENGAGE 2025

Our MISSION

Together, we prepare our students for their future.

Our VISION

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

Goal 1: Student Learning

Goal 2: Student & Staff Well-Being

Goal 3: Professional Growth & Organizational Resources

Goal 4: Community Engagement



**Quality ■ Equity ■ Innovation ■ Inclusivity ■ Collaboration ■
Citizenship ■ Stewardship**



Background

Background: 2014 Bond Referendum

- 2014 Bond Referendum \$141,724,876
 - Facilities
 - Courtland HS renovation
 - Security upgrades (Access controls, outdoor lighting, fire and security alarms, hardware replacements)
 - Lighting retrofit projects
 - Resurfacing/repair to parking lots and bus loops
 - Roof replacement/repairs at 12 schools
 - HVAC/Plumbing renovations and update of controls
 - Civil improvements to facilities such as concrete work, restroom improvements, auditorium seating improvements, door replacements
 - Turf Fields at all High Schools
 - Indoor/Outdoor bleacher replacement and upgrades
 - Auditorium seating replacement (Chancellor HS and Spotsylvania HS)
 - Flooring replacements
 - Renovation of the center of early childhood development
 - ADA enhancements and upgrades
 - Additional wells and water treatment plant



Background: 2014 Bond Referendum

- **2014 Bond Referendum \$141,724,876**
 - **Transportation**
 - Replacement buses for general education and special education
 - New additional buses to support student growth in both general education and special education
 - New technology including GPS and cameras
 - **Technology**
 - Fiber optic network improvements, WAN/LAN infrastructure updates
 - Multimedia classroom upgrades: projectors, document cameras, computer devices, stem lab equipment and other improvements to allow for versatile system updates to meet today's learning needs
 - School safety and security enhancements; Voice over IP system, cameras at school doors
 - Financial and Human Resources system replacement



2014 Bond Project Highlights: Maximizing the Investment

Courtland HS Renovation



2014 Bond Project Highlights: Maximizing the Investment

Improvements to Athletic Facilities



SHS Turf Fields



SHS Gym Bleachers



COHS Gym



MHS Tennis Courts



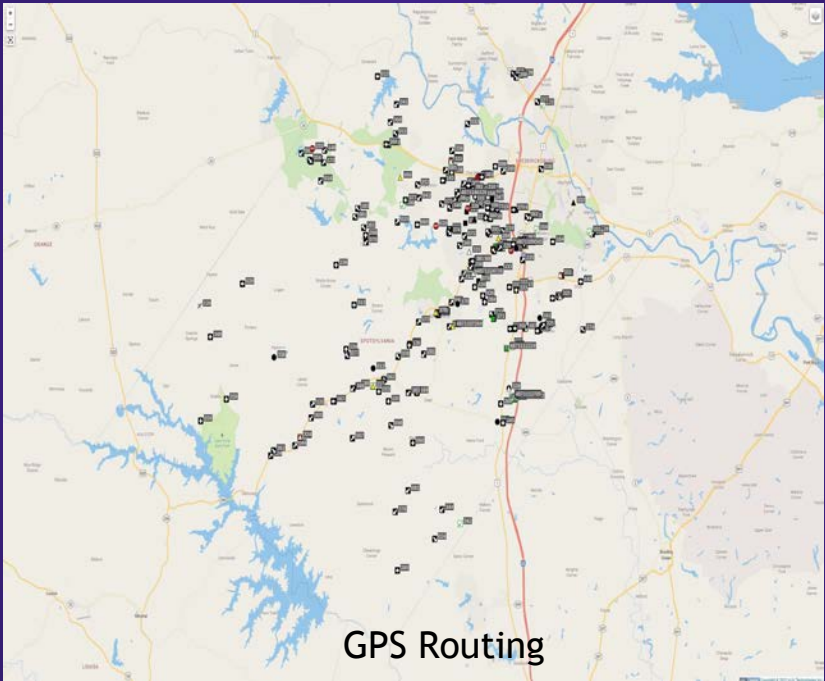
CHHS Gym Bleachers



RHS Turf Fields

2014 Bond Project Highlights: Maximizing the Investment

Transportation



2014 Bond Project Highlights: Maximizing the Investment

Technology



2014 Bond Project Highlights: Maximizing the Investment

Berkeley ES Renovations



Chancellor MS Entrance



Thornburg MS Entrance



2014 Bond Project Highlights: Maximizing the Investment

Growth & Program Enhancements



2014 Bond Project Highlights: Maximizing the Investment

Roof Repairs



Infrastructure Improvements



Parking Lot Improvements



Background: 2014 Bond Referendum

- Remaining Bond Authority: There will be an additional \$13.7M Available Bond Authority at the end of FY 2022.
 - Debt Service Ratio
 - COVID-19 - hold
- Value Added to School Community
 - Infrastructure Improvements
 - Best Practice (i.e. Life cycle, systems)
 - Technology
 - Growth
 - Access to Programs and Support
 - Safety and Security
 - Maximizing and Leveraging Existing Investment



Background: 2014 Bond Referendum

Supports the
Division's
Strategic Plan





Current Situation

Current Situation

- Schools Division's Capital Improvement Needs Continue
- General Obligation Debt (GO): fiscally prudent option
 - Secured by the full faith and credit of an issuer with taxing power
 - Low Interest Rate
 - AAA Bond Rating
 - Local Government will issue and sell GO bonds directly in the markets after receiving voter approval to secure GO pledge
- If not approved, other methods must be explored



Definition: What is a Bond Referendum?

- General Obligation Bonds are a way for the County/Schools to finance capital projects
- Projects are presented to the Board of Supervisors who vote to place them on a Referendum ballot
- Public information sessions are held to communicate with the community the need for the proposed project investments
- County citizens then vote via a ballot on which category of projects should be approved
- Bond payments do not start until the debt is issued
- Bonds can be issued up to eight years after the Referendum

What is the Scope?

- School Division works in conjunction with the County to develop a list of capital projects
 - Cost over \$50,000
 - Minimum lifespan of five years
- 3 major areas for projects
 - Facilities
 - Technology
 - Transportation
- School Board Annually Approves Plan



Bond Referendum: Major Planning Factors

Growth



How will future student growth impact our schools

Strategic Plan



The division's Strategic Plan guides all decisions and choices

Instructional Vision



Blueprint for the selection and prioritization of infrastructure improvements

Workforce Constraints



Human resource and logistical limitations of project management

Fiscal Constraints



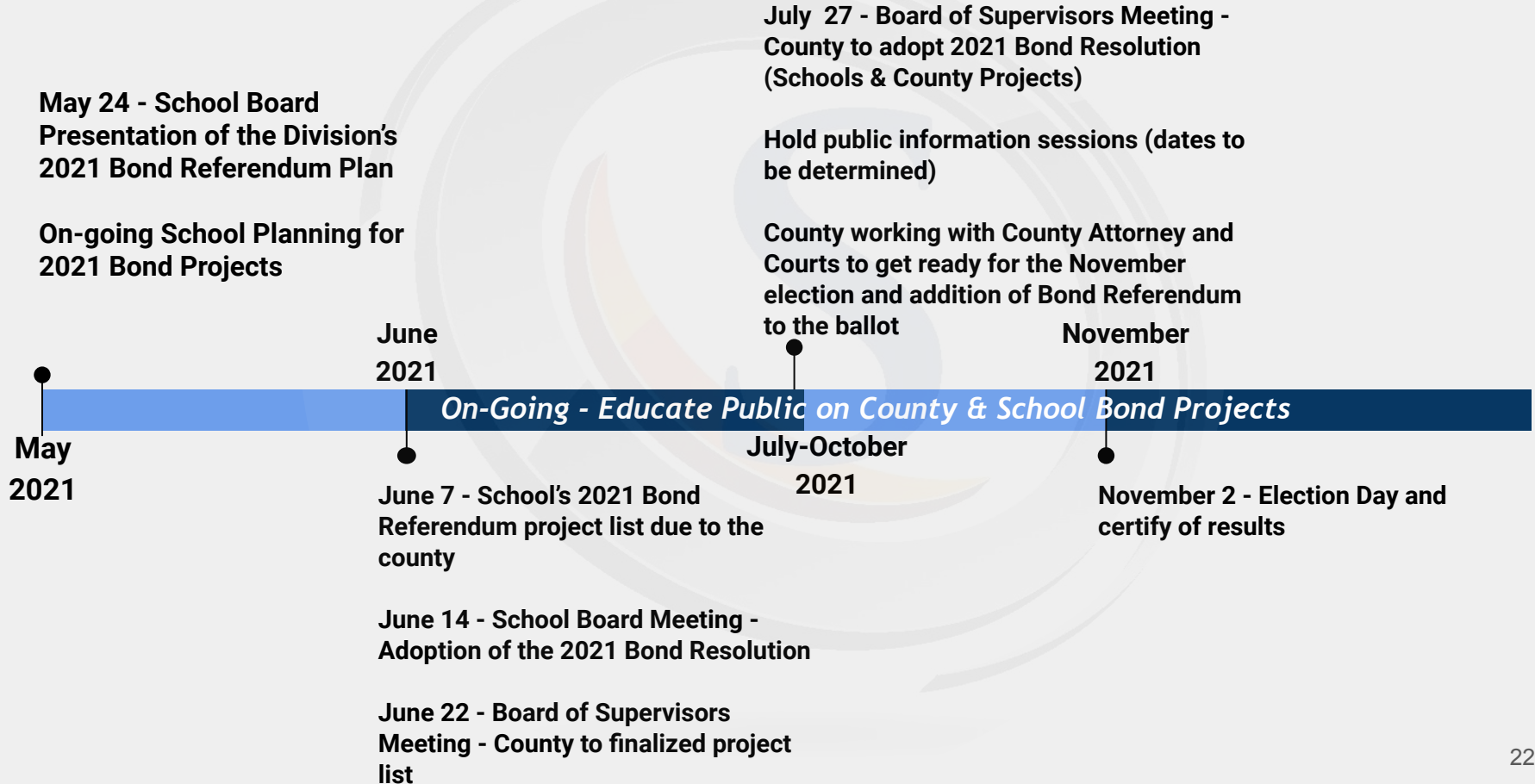
Financial limitations determined by the the county and community

Infrastructure Best Practices



Replacement cycles, technology changes, emergency response, and other business factors

Bond Referendum: Draft Timeline Highlights



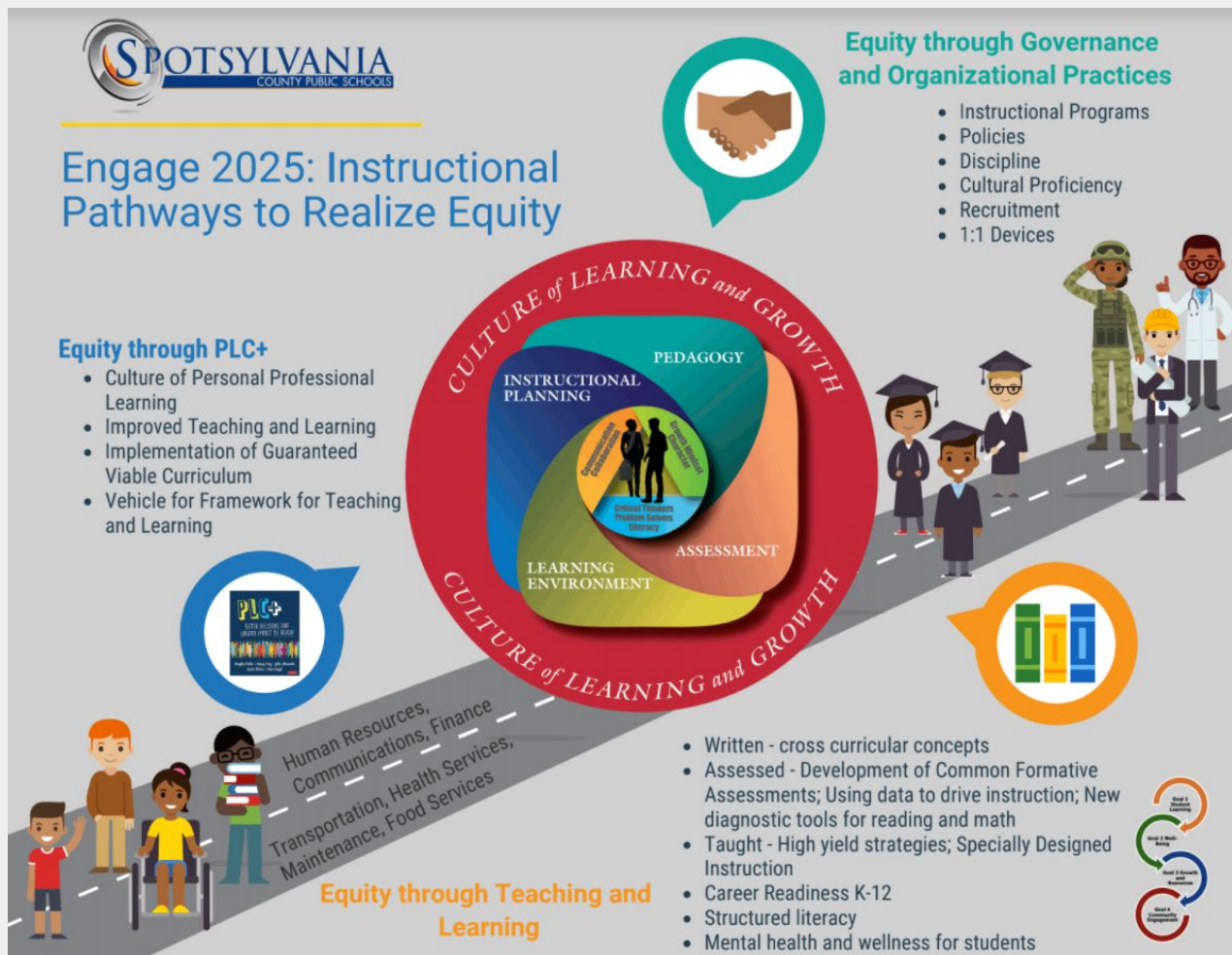
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Instructional Vision

Instructional Pathways

This instructional vision is the foundation for the capital plan.

Capital infrastructure, along with operational and business services provide a backbone for our student instructional services and supports.



Instructional Pathways

Engage 2025: Innovative Pathways to the Future

Special Education Addition

- 8 to 10 additional classroom spaces
- Autism Self Contained and Intellectual Disabilities - Moderate and Severe
- Therapy Spaces: OT/PT/APE/SLP
- Expanded Intensive Support Services model through SISNA Regional Programming application



Health and Medical Pathway



- Vision
- Hearing
- EMT/Firefighting
- OT/PT

Spotsylvania Career and Technical Center



- Hospitality and Tourism Cluster
- Energy cluster (wind, solar, plumbing)

Key:

Comprehensive High Schools

Middle Schools

Chancellor

Courtland

Massaponax

Riverbend

Spotsylvania

Career and Technical Center

Veterinary Science I/II
Honors DE Nurse Aide I
Strength & Conditioning

AP Economics
Statistics & Probability
IB Business Management

Inventions & Innovations
Information Technology
Fundamentals

Cybersecurity Fundamentals
Cybersecurity Networking Defense Operations
Adv Cybersecurity Networking Defense Operations
Cybersecurity Systems Technology I/II
Honors DE Cybersecurity Systems
IB Information Tech in a Global Society
IB Design & Technology

State Employee Demand Projections:
Hosp. Tourism & Mark.: 365,789
Health Sci: 147,164

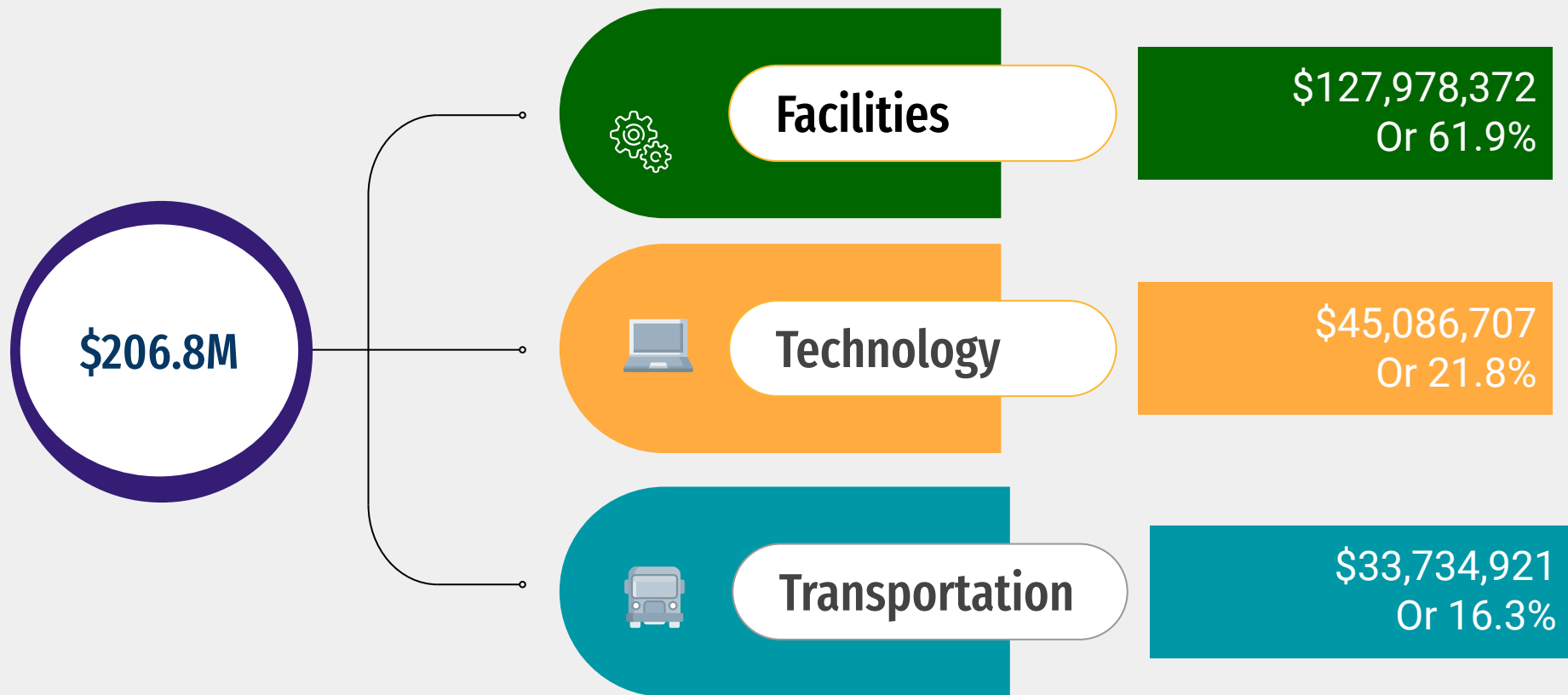




Proposed 2021 Bond Referendum Investments Overview by Category

**Technology
Transportation
Facilities**

2021 Projected Bond Investments



2021 Proposed Bond Referendum: \$ Timeline

Department	2023*	2024	2025	2026	2027	2028	2029	2030	Total	% of Budget
Facilities	22,518,561	21,468,853	23,505,166	23,445,946	3,056,482	9,771,921	11,803,883	12,407,560	127,978,372	61.89%
Technology	5,104,786	6,040,320	4,012,738	3,825,681	7,640,853	7,934,623	5,633,586	4,894,120	45,086,707	21.80%
Transportation	3,826,653	3,940,827	3,932,096	4,178,373	4,302,665	4,293,456	4,562,531	4,698,320	33,734,921	16.31%
Grand Total	31,450,000	31,450,000	31,450,000	31,450,000	15,000,000	22,000,000	22,000,000	22,000,000	206,800,000	100.00%

*The 2023 Capital Improvement Plan will include an additional \$13.7M in SMS Renovations that were approved as part of the 2014 Available Bond Authority. This is not reflected in the 2023 amount above.



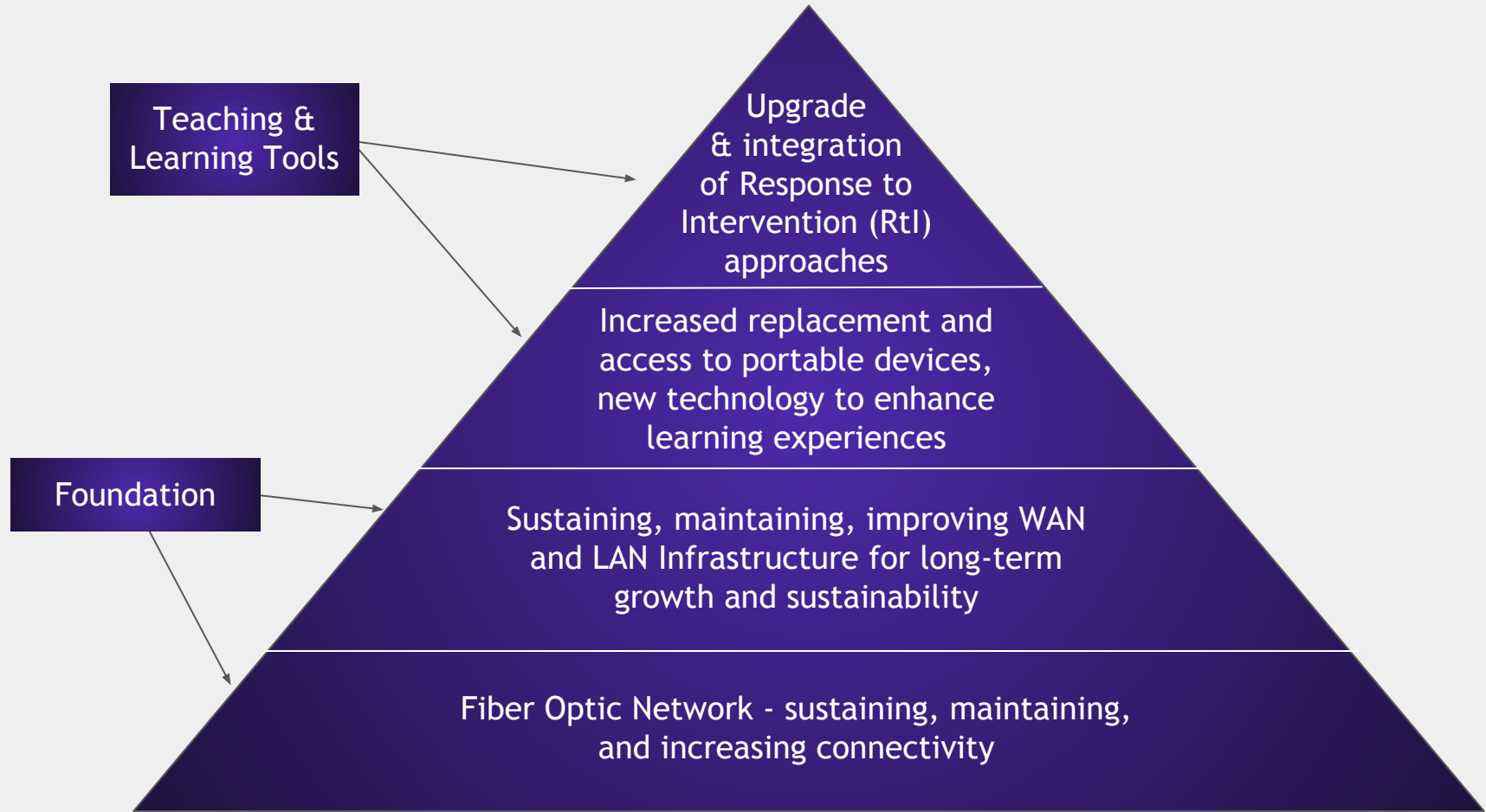
TECHNOLOGY

A graphic consisting of a large orange rounded rectangle on the left. Inside it, on the right side, is a white rounded rectangle with a thin orange border containing the word 'Technology'. To the right of the large orange rectangle is a solid orange rectangle containing the number '\$45,086,707'.**Technology****\$45,086,707**

The Capital Improvement Plan for Instructional Technology is designed to accommodate the changes in technology that are necessary to support the dynamic needs of our students and staff. The CIP provides the ability to replace aging equipment and technologies.

Infrastructure Best Practice/Life Cycles

- 5 Years
 - Devices
 - Wireless Infrastructure
- 6-7 Years
 - Servers
 - Network Infrastructure
- 8-10 Years
 - Telephones
- 10-20 Years
 - Intercoms



Technology Investment Value

Investment in Instruction Growth & Pathways

- Establish wireless/phone/intercom access in new Learning Cottages & renovated building areas
- Provide for new technology to support student pathways
- Provide safe and secure network access
- Increased data storage and access
- Device replacements (student/teacher laptops, desktops)
- Instructional tools/equipment (printers, document cameras, projectors)

Safety/Security/Infrastructure Improvements

- Additional security badge access to buildings
- Additional security cameras and replacements
- Internet firewall upgrades
- School and division server replacements
- Network and wireless infrastructure upgrades, improvements, and expansions

Proposed Investment Summary

Type	Description	2021 Bond Referendum Cost
Devices	Computers (desktops, laptops), projectors, printers	13,073,707
Growth/ Programs	Instructional solutions, learning cottages & expanded classroom space network/phone/device installations	7,446,000
Infrastructure	Wireless network replacements/additions, backup storage, switches, UPS replacements, blade enclosures, load balancers, phone system replacement, school file server replacements, blade server improvements, VOIP system refresh	17,227,000
Safety/Security	Additional door locks (access controls), intercom replacements, internet firewall, security camera refresh/additions, security camera server refresh	7,340,000
Grand Total		45,086,707

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TRANSPORTATION

Transportation

\$33,734,921

The Transportation Capital Improvement Plan is designed to:

- Support the instructional model
- Support enrollment growth
- Provide safe and efficient student transportation
- Stay current with evolving technology in the industry
- Continuing efforts to acquire buses that reduce harmful emissions to support a cleaner environment

Infrastructure Best Practice/Life Cycles

- 12 Years
 - Special Education Buses
- 15 Years
 - Regular Buses

Transportation Investment Value

- Minimizing SCPS Fleet maintenance costs
- Replacement cycles based on state recommendations
- Enhancing safety/security and student comfort
- Maintaining service levels for student travel time

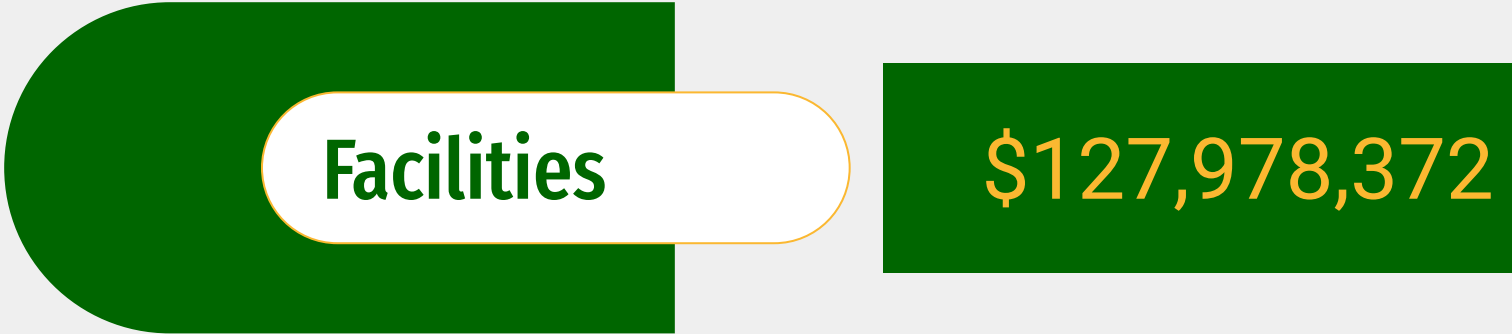


Proposed Investment Summary

Description	8 Year Qty Total	8 Year Total
REPLACEMENT BUSES		
77-Passenger	176	\$23,062,260
SpEd	56	\$7,368,039
Head Start	0	\$0
Total Replacement Buses	232	\$30,430,299
ADDITIONAL BUSES		
77-Passenger	8	\$1,048,268
SpEd	14	\$1,842,354
Total Additional Buses	22	\$2,890,622
ANCILLARY BUS EQUIPMENT		\$414,000
TOTAL		\$33,734,921

A large, light gray background logo featuring a stylized letter 'S' inside a circular arrow. The 'S' is composed of a light blue upper half and a light orange lower half. The circular arrow is a thick, light gray line that curves around the 'S'.

FACILITIES

A graphic consisting of a large green 'C' shape. Inside the curve of the 'C' is a white rounded rectangle with a thin orange border containing the word 'Facilities'. To the right of the 'C' is a solid green rectangle containing the dollar amount '\$127,978,372' in orange text.

Facilities

\$127,978,372

The Facilities Capital Improvement plan is designed to:

- Support Growth
- Support Programs
- Create Pathways
- Maintain Building Infrastructure
- Provide for Safety & Security Needs

Infrastructure Best Practice

- 15-20 Years Life Cycle
 - Roofs
 - Mechanical (HVAC)
 - Asphalt
- 20-30 Years Life Cycle
 - Boilers
 - Asphalt (Full Replacement)

Facility Investment Value

- Addition of Special Education classrooms
- Adding Classroom Learning Cottages at Lee Hill ES, Salem ES, and Spotswood ES
- Playground Expansions and/or Replacements at all 17 ES
- Renovation of Learning Spaces with additional classrooms at Chancellor MS and Thornburg MS
- Renovation of Guidance Center at Battlefield MS
- Complete renovation of learning spaces at Spotsylvania MS
- Modernize instructional space to enhance and streamline pathways at Spotsylvania HS and the Career and Technical Center

Facility 2021-2030 Proposed Bond Referendum

The Facility Capital Improvement Plan is a plan:

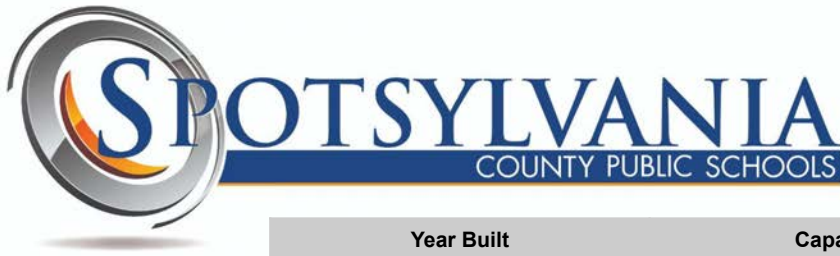
- The planned project costs (by category and site) will be updated annually and are subject to change based on:
 - Need
 - Priority
 - Rezoning
 - Unforeseen events/emergency
 - Market changes

	Total 2021 Bond Referendum Cost
Level	
Auxiliary Facilities	10,985,000
Elementary	28,200,000
High	45,000,804
Middle	43,792,568
Grand Total	127,978,372

Facility Proposed Investment Summary

- This plan focuses on maximizing and leveraging the existing school infrastructure.
- Rezoning is critical factor
- The school board reviews/adopts the plan annually.
 - Should the data / circumstances change in the future, the school divisions has ability to redirect investment to new construction.
 - However - existing plan would have to be altered.
- Schools will continue to monitor developments with potential federal funding for construction.

<i>Project Type</i>	Total 2021 Bond Referendum Cost
Asphalt/Sidewalks	\$9,690,000
Building Renovations	\$60,058,372
Controls	\$4,460,000
Electric	\$1,770,000
Equipment	\$1,925,000
Fencing	\$490,000
Flooring	\$1,095,000
Lighting	\$15,315,000
Mechanical	\$7,095,000
Modular Expansion	\$2,250,000
Other	\$1,720,000
Playground	\$1,275,000
Plumbing	\$1,565,000
Roof	\$9,950,000
Safety/Security	\$1,585,000
Special Education Classrooms	\$5,000,000
Water/Sewer	\$2,735,000
Grand Total	\$127,978,372



2021 Bond Investment \$127,978,372

Year Built	Capacity	Enrollment as of 10/1/2019 (Pre-COVID)	Enrollment as of 10/1/2020
1939-2009	27,692	23,894	22,997

Project Investment Overview & Instructional Value

Project Type	Total 2021 Bond Referendum Cost
Asphalt/Sidewalks	\$9,690,000
Building Renovations	\$60,058,372
Controls	\$4,460,000
Electric	\$1,770,000
Equipment	\$1,925,000
Fencing	\$490,000
Flooring	\$1,095,000
Lighting	\$15,315,000
Mechanical	\$7,095,000
Modular Expansion	\$2,250,000
Other	\$1,720,000
Playground	\$1,275,000
Plumbing	\$1,565,000
Roof	\$9,950,000
Safety/Security	\$1,585,000
Special Education Classrooms	\$5,000,000
Water/Sewer	\$2,735,000
Grand Total	\$127,978,372

- **Enhance instructional environment by: \$47.9M**
 - The projects in this section enhance learning environments because they impact *air quality, water quality and lighting* in our buildings.
- **Improve Safety/Security/Infrastructure: \$34.2M**
 - Examples of the types of projects are roofing, flooring, fencing, playgrounds, and asphalt/sidewalks.
 - Again, projects are driven by replacement cycles based on best practice and safety/security needs.
- **Building capacity for growth & student need: \$45.8M**
 - Capacity & New Programs: If applicable, this section will include projects such as modulars, renovations, and construction.

School	SUM of Total 2021 Bond Referendum Cost
Battlefield ES	1,395,000
Berkeley ES	1,405,000
Brock Road ES	1,320,000
Cedar Forest ES	260,000
Chancellor ES	1,430,000
Courthouse Road ES	2,050,000
Courtland ES	1,155,000
Harrison Road ES	1,585,000
Lee Hill ES	2,620,000
Livingston ES	1,840,000
Parkside ES	1,690,000
Riverview ES	1,865,000
Spotsylvania ES	750,000
Salem ES	3,010,000
Smith Station ES	1,495,000
Spotswood ES	2,565,000
Wilderness ES	1,765,000
Grand Total	\$ 28,200,000





BATTLEFIELD ELEMENTARY SCHOOL

2021 Bond Investment \$1,395,000

Year Built	Capacity	Enrollment as of 10/1/2019 (Pre-COVID)	Enrollment as of 10/1/2020
1975	833	675	653

School	Project Type	Total 2021 Bond Referendum Cost
Battlefield ES	Controls	175,000
	Electric	50,000
	Mechanical	1,095,000
	Playground	75,000
Battlefield ES Total		1,395,000

Project Investment Overview & Instructional Value

- Enhance instructional environment by:
 - **Air Quality:** Upgrading HVAC System and Controls
 - **Water Quality:** N/A
 - **Lighting:** N/A
- Improve Safety/Security/Infrastructure:
 - Electrical: Replace Main Breaker
 - Upgrading Electrical Equipment/Fire Alarm
 - Expand Playground
- Building capacity for growth & student need:
 - Capacity & New Programs: N/A



2021 Bond Investment \$1,405,000

Year Built	Capacity	Enrollment as of 10/1/2019 (Pre-COVID)	Enrollment as of 10/1/2020
1962	353	267	257

School	Project Type	Total 2021 Bond Referendum Cost
Berkeley ES	Controls	140,000
	Electric	45,000
	Mechanical	55,000
	Playground	75,000
	Plumbing	40,000
	Roof	550,000
	Water/Sewer	500,000
Berkeley ES Total		1,405,000

Project Investment Overview & Instructional Value

- Enhance instructional environment by:
 - **Air Quality:** Upgrading HVAC Controls, Replacing Boiler
 - **Water Quality:** Upgrading Domestic Water Storage Tank
 - **Lighting:** N/A
- Improve Safety/Security/Infrastructure:
 - Replacing Roof
 - Replacing Electrical Equipment & Security Alarm
 - Expand Playground
- Building capacity for growth & student need:
 - Capacity & New Programs: N/A



BROCK ROAD ELEMENTARY SCHOOL

2021 Bond Investment \$1,320,000

Year Built	Capacity	Enrollment as of 10/1/2019 (Pre-COVID)	Enrollment as of 10/1/2020
1992	907	681	585

School	Project Type	Total 2021 Bond Referendum Cost
Brock Road ES	Asphalt/Sidewalks	350,000
	Controls	60,000
	Electric	10,000
	Flooring	50,000
	Lighting	125,000
	Playground	75,000
	Roof	650,000
Brock Road ES Total		1,320,000

Project Investment Overview & Instructional Value

- Enhance instructional environment by:
 - **Air Quality:** Upgrading HVAC Controls
 - **Water Quality:** N/A
 - **Lighting:** Improve outdoor lighting
- Improve Safety/Security/Infrastructure:
 - Replacing Roof
 - Asphalt Repair/Overlay
 - Replacing Electrical Equipment
 - Replacing Carpet and Tile
 - Replacing and Expanding Playground
- Building capacity for growth & student need:
 - Capacity & New Programs: N/A



CEDAR FOREST ELEMENTARY SCHOOL

2021 Bond Investment \$260,000

Year Built	Capacity	Enrollment as of 10/1/2019 (Pre-COVID)	Enrollment as of 10/1/2020
2008	936	725	730

School	Project Type	Total 2021 Bond Referendum Cost
Cedar Forest ES	Asphalt/Sidewalks	75,000
	Controls	110,000
	Playground	75,000
Cedar Forest ES Total		260,000

Project Investment Overview & Instructional Value

- Enhance instructional environment by:
 - **Air Quality:** Upgrading HVAC Controls
 - **Water Quality:** N/A
 - **Lighting:** N/A
- Improve Safety/Security/Infrastructure:
 - Sidewalk and Curb Repair
 - Expanding Playground
- Building capacity for growth & student need:
 - Capacity & New Programs: N/A



CHANCELLOR ELEMENTARY SCHOOL

2021 Bond Investment \$1,430,000

Year Built	Capacity	Enrollment as of 10/1/2019 (Pre-COVID)	Enrollment as of 10/1/2020
1939	455	459	415

School	Project Type	Total 2021 Bond Referendum Cost
Chancellor ES	Controls	110,000
	Fencing	20,000
	Lighting	725,000
	Playground	75,000
	Roof	500,000
Chancellor ES Total		1,430,000

Project Investment Overview & Instructional Value

- Enhance instructional environment by:
 - **Air Quality:** Upgrading HVAC Controls
 - **Water Quality:** N/A
 - **Lighting:** LED Upgrade and Outdoor Lighting
- Improve Safety/Security/Infrastructure:
 - Replacing Roof
 - Fencing
 - Expanding Playground
- Building capacity for growth & student need:
 - **Capacity & New Programs:** N/A



COURTHOUSE ROAD ELEMENTARY SCHOOL

2021 Bond Investment \$2,050,000

Year Built	Capacity	Enrollment as of 10/1/2019 (Pre-COVID)	Enrollment as of 10/1/2020
1993	907	812	759

School	Project Type	Total 2021 Bond Referendum Cost
Courthouse Road ES	Asphalt/Sidewalks	375,000
	Controls	60,000
	Electric	25,000
	Flooring	60,000
	Lighting	700,000
	Mechanical	55,000
	Playground	75,000
	Roof	700,000
Courthouse Road ES Total		2,050,000

Project Investment Overview & Instructional Value

- Enhance instructional environment by:
 - **Air Quality:** Upgrading HVAC Controls, Boiler Replacement
 - **Water Quality:** N/A
 - **Lighting:** LED Lighting Upgrade
- Improve Safety/Security/Infrastructure:
 - Replacing Roof
 - Replacing Fire Alarm Panel
 - Sidewalk and Curb Replacement
 - Carpet and Tile Replacement
 - Replacing and Expanding Playground
 - Overlay Asphalt
- Building capacity for growth & student need:
 - Capacity & New Programs: N/A



COURTLAND ELEMENTARY SCHOOL

2021 Bond Investment \$1,155,000

Year Built	Capacity	Enrollment as of 10/1/2019 (Pre-COVID)	Enrollment as of 10/1/2020
1986	789	556	495

School	Project Type	Total 2021 Bond Referendum Cost
Courtland ES	Asphalt/Sidewalks	300,000
	Electric	10,000
	Flooring	25,000
	Lighting	650,000
	Mechanical	75,000
	Playground	75,000
	Plumbing	20,000
Courtland ES Total		1,155,000

Project Investment Overview & Instructional Value

- Enhance instructional environment by:
 - **Air Quality:** Chiller Replacement, Upgrading HVAC Controls
 - **Water Quality:** N/A
 - **Lighting:** LED Lighting Upgrade
- Improve Safety/Security/Infrastructure:
 - Carpet and Tile Replacement
 - Replacing Electrical Equipment
 - Expanding Playground
 - Overlay Asphalt
- Building capacity for growth & student need:
 - Capacity & New Programs: N/A



HARRISON ROAD ELEMENTARY SCHOOL

2021 Bond Investment \$1,585,000

Year Built	Capacity	Enrollment as of 10/1/2019 (Pre-COVID)	Enrollment as of 10/1/2020
2001	936	812	704

School	Project Type	Total 2021 Bond Referendum Cost
Harrison Road ES	Asphalt/Sidewalks	50,000
	Controls	200,000
	Flooring	60,000
	Lighting	825,000
	Playground	75,000
	Plumbing	75,000
	Safety/Security	300,000
Harrison Road ES Total		1,585,000

Project Investment Overview & Instructional Value

- Enhance instructional environment by:
 - **Air Quality:** Upgrade HVAC Controls
 - **Water Quality:** N/A
 - **Lighting:** LED Upgrade and Outdoor Site Lighting
- Improve Safety/Security/Infrastructure:
 - Carpet and Tile Replacement
 - Sprinkler System Upgrades
 - Improvements to Parent Pick Up/Drop Area
 - Expanding Playground
 - Sidewalk and Curb Repair
- Building capacity for growth & student need:
 - Capacity & New Programs: N/A



LEE HILL ELEMENTARY SCHOOL

2021 Bond Investment \$2,620,000

Year Built	Capacity	Enrollment as of 10/1/2019 (Pre-COVID)	Enrollment as of 10/1/2020
1978	807	653	593

School	Project Type	Total 2021 Bond Referendum Cost
Lee Hill ES	Asphalt/Sidewalks	250,000
	Electric	30,000
	Fencing	30,000
	Flooring	30,000
	Lighting	775,000
	Mechanical	240,000
	Modular Expansion	750,000
	Playground	75,000
	Plumbing	40,000
	Roof	400,000
Lee Hill ES Total		2,620,000

Project Investment Overview & Instructional Value

- Enhance instructional environment by:
 - **Air Quality:** Upgrade HVAC (Kitchen), Cooling Tower Replacement
 - **Water Quality:** N/A
 - **Lighting:** LED Upgrade and Outdoor Site Lighting
- Improve Safety/Security/Infrastructure:
 - Replacing Electrical Equipment/Replacing Fire Alarm
 - Carpet and Tile Replacement
 - Overlay Asphalt
 - Replace Roof
 - Fencing
 - Expanding Playground
 - Improvements to Parent Pick Up/Drop Off Area
- Building capacity for growth & student need:
 - Capacity & New Programs: Adding 6-8 Classroom Learning Cottages



LIVINGSTON ELEMENTARY SCHOOL

2021 Bond Investment \$1,840,000

Year Built	Capacity	Enrollment as of 10/1/2019 (Pre-COVID)	Enrollment as of 10/1/2020
1961	504	393	355

Project Investment Overview & Instructional Value

School	Project Type	Total 2021 Bond Referendum Cost
Livingston ES	Asphalt/Sidewalks	450,000
	Controls	195,000
	Electric	35,000
	Flooring	50,000
	Lighting	600,000
	Mechanical	150,000
	Other	100,000
	Playground	75,000
	Plumbing	50,000
	Water/Sewer	135,000
Livingston ES Total		1,840,000

- Enhance instructional environment by:
 - **Air Quality:** Upgrade HVAC Controls, Replace Boiler
 - **Water Quality:** Upgrade Sewage Pumps
 - **Lighting:** LED Upgrade
- Improve Safety/Security/Infrastructure:
 - Upgrading Security Alarm
 - Overlay Asphalt
 - Bathroom Upgrades (Old Section)
 - Clinic Upgrades
 - Carpet and Tile Replacement
 - Replacing Electrical Equipment
 - Replacing & Expanding Playground
- Building capacity for growth & student need:
 - Capacity & New Programs: N/A



PARKSIDE ELEMENTARY SCHOOL

2021 Bond Investment \$1,690,000

Year Built	Capacity	Enrollment as of 10/1/2019 (Pre-COVID)	Enrollment as of 10/1/2020
2001	936	857	896

School	Project Type	Total 2021 Bond Referendum Cost
Parkside ES	Asphalt/Sidewalks	300,000
	Controls	150,000
	Electric	25,000
	Flooring	60,000
	Lighting	600,000
	Mechanical	105,000
	Playground	75,000
	Plumbing	75,000
	Safety/Security	300,000
Parkside ES Total		1,690,000

Project Investment Overview & Instructional Value

- Enhance instructional environment by:
 - **Air Quality:** Rebuild Chiller, Rebuild Boilers, Upgrade HVAC Controls
 - **Water Quality:** N/A
 - **Lighting:** LED Upgrade (Indoors)
- Improve Safety/Security/Infrastructure:
 - Upgrading Security Alarm
 - Fire Alarm Replacement
 - Overlay Asphalt
 - Upgrade Sprinkler System
 - Adding Parent Pick Up/Drop Off Area
 - Carpet and Tile Replacement
 - Expanding Playground
- Building capacity for growth & student need:
 - Capacity & New Programs: N/A



RIVERVIEW ELEMENTARY SCHOOL

2021 Bond Investment \$1,865,000

Year Built	Capacity	Enrollment as of 10/1/2019 (Pre-COVID)	Enrollment as of 10/1/2020
1993	907	664	615

School	Project Type	Total 2021 Bond Referendum Cost
Riverview ES	Controls	250,000
	Electric	25,000
	Flooring	60,000
	Lighting	550,000
	Mechanical	380,000
	Playground	75,000
	Plumbing	25,000
	Roof	450,000
	Safety/Security	50,000
Riverview ES Total		1,865,000

Project Investment Overview & Instructional Value

- Enhance instructional environment by:
 - Air Quality: Upgrade HVAC Controls, Boiler Replacement
 - Water Quality: N/A
 - Lighting: LED Upgrade (Indoors)
- Improve Safety/Security/Infrastructure:
 - Upgrade Sidewalks
 - Roof Repair/Replacement
 - Replacing Electrical Equipment/Fire Alarm Replacement
 - Carpet and Tile Replacement
 - Expanding Playground
- Building capacity for growth & student need:
 - Capacity & New Programs: N/A



SALEM ELEMENTARY SCHOOL

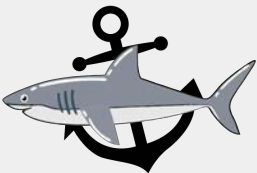
2021 Bond Investment \$3,010,000

Year Built	Capacity	Enrollment as of 10/1/2019 (Pre-COVID)	Enrollment as of 10/1/2020
1978	815	612	571

School	Project Type	Total 2021 Bond Referendum Cost
Salem ES	Asphalt/Sidewalks	300,000
	Electric	185,000
	Flooring	60,000
	Lighting	725,000
	Mechanical	100,000
	Modular Expansion	750,000
	Playground	75,000
	Plumbing	30,000
	Roof	400,000
	Safety/Security	385,000
Salem ES Total		3,010,000

Project Investment Overview & Instructional Value

- Enhance instructional environment by:
 - Air Quality: Upgrade HVAC Controls, Chiller Rebuild
 - Water Quality: N/A
 - Lighting: LED Upgrade (Indoors) and Outdoor Site Lighting
- Improve Safety/Security/Infrastructure:
 - Replacing Electrical Equipment
 - Fire Alarm Replacement
 - Asphalt Overlay
 - Replace Doors
 - Main Entrance Security Upgrade
 - Carpet and Tile Replacement
 - Expanding Playground
- Building capacity for growth & student need:
 - Capacity & New Programs: Adding 6-8 Classroom Learning Cottages



SMITH STATION ELEMENTARY SCHOOL

2021 Bond Investment \$1,495,000

Year Built	Capacity	Enrollment as of 10/1/2019 (Pre-COVID)	Enrollment as of 10/1/2020
1991	986	662	620

School	Project Type	Total 2021 Bond Referendum Cost
Smith Station ES	Asphalt/Sidewalks	460,000
	Controls	55,000
	Fencing	30,000
	Flooring	40,000
	Lighting	775,000
	Mechanical	30,000
	Playground	75,000
	Plumbing	30,000
Smith Station ES Total		1,495,000

Project Investment Overview & Instructional Value

- Enhance instructional environment by:
 - **Air Quality:** Upgrade HVAC Controls, Boiler Replacement
 - **Water Quality:** Water Heater Replacement
 - **Lighting:** LED Upgrade (Indoors) and Outdoor Site Lighting
- Improve Safety/Security/Infrastructure:
 - Sidewalk Repairs
 - Overlay Asphalt
 - Fencing
 - Carpet and Tile Replacement
 - Expanding Playground
- Building capacity for growth & student need:
 - Capacity & New Programs: N/A



SPOTSWOOD ELEMENTARY SCHOOL

2021 Bond Investment \$2,565,000

Year Built	Capacity	Enrollment as of 10/1/2019 (Pre-COVID)	Enrollment as of 10/1/2020
1965	641	553	532

School	Project Type	Total 2021 Bond Referendum Cost
Spotswood ES	Asphalt/Sidewalks	50,000
	Controls	40,000
	Lighting	750,000
	Mechanical	200,000
	Modular Expansion	750,000
	Other	400,000
	Playground	75,000
	Plumbing	300,000
Spotswood ES Total		2,565,000

Project Investment Overview & Instructional Value

- Enhance instructional environment by:
 - **Air Quality:** Upgrade HVAC Controls, Chiller Replacement
 - **Water Quality:** N/A
 - **Lighting:** LED Upgrade (Indoors)
- Improve Safety/Security/Infrastructure:
 - Replace Caseworks (Cabinets/Built-ins)
 - Upgrade Bathrooms
 - Upgrade Sidewalks
 - Expanding Playground
- Building capacity for growth & student need:
 - Capacity & New Programs: Adding 6-8 Classroom Learning Cottages



SPOTSYLVANIA ELEMENTARY SCHOOL

2021 Bond Investment \$750,000

Year Built	Capacity	Enrollment as of 10/1/2019 (Pre-COVID)	Enrollment as of 10/1/2020
1950	585	512	478

School	Project Type	Total 2021 Bond Referendum Cost
Spotsylvania ES	Asphalt/Sidewalks	175,000
	Controls	20,000
	Electric	75,000
	Flooring	60,000
	Mechanical	80,000
	Other	75,000
	Playground	75,000
	Plumbing	40,000
	Roof	150,000
Spotsylvania ES Total		750,000

Project Investment Overview & Instructional Value

- Enhance instructional environment by:
 - Air Quality: Upgrade HVAC Controls, Chiller Rebuild
 - Water Quality: N/A
 - Lighting: N/A
- Improve Safety/Security/Infrastructure:
 - Roof Replacement (Cafeteria)
 - Concrete Work (ADA Compliance)
 - Replacing Electrical Equipment/Fire Alarm Replacement & Security Alarm
 - Replacing Main Breaker
 - Asphalt Overlay
 - Carpet and Tile Replacement
 - Expanding Playground
- Building capacity for growth & student need:
 - Capacity & New Programs: N/A



WILDERNESS ELEMENTARY SCHOOL

2021 Bond Investment \$1,765,000

Year Built	Capacity	Enrollment as of 10/1/2019 (Pre-COVID)	Enrollment as of 10/1/2020
1998	936	699	636

School	Project Type	Total 2021 Bond Referendum Cost
Wilderness ES	Asphalt/Sidewalks	425,000
	Controls	180,000
	Electric	50,000
	Flooring	40,000
	Lighting	700,000
	Mechanical	245,000
	Playground	75,000
	Plumbing	50,000
Wilderness ES Total		1,765,000

Project Investment Overview & Instructional Value

- Enhance instructional environment by:
 - Air Quality: Upgrade HVAC Controls, Boiler Replacement, Rebuild Chiller
 - Water Quality: Water Heater Replacement
 - Lighting: LED Upgrade (Indoors)
- Improve Safety/Security/Infrastructure:
 - Concrete Repairs
 - Overlay Asphalt
 - Fire Alarm Replacement
 - Carpet and Tile Replacement
 - Expanding Playground
- Building capacity for growth & student need:
 - Capacity & New Programs: N/A

<i>School</i>	SUM of Total 2021 Bond Referendum Cost
Battlefield MS	2,730,000
Chancellor MS	1,715,000
Freedom MS	1,435,000
Ni River MS	2,175,000
Post Oak MS	2,065,000
Spotsylvania MS	25,827,568
Thornburg MS	7,845,000
Grand Total	43,792,568





BATTLEFIELD

MIDDLE SCHOOL

2021 Bond Investment \$2,730,000

Year Built	Capacity	Enrollment as of 10/1/2019 (Pre-COVID)	Enrollment as of 10/1/2020
1978	807	859	845

School	Project Type	Total 2021 Bond Referendum Cost
Battlefield MS	Asphalt/Sidewalks	550,000
	Building Renovations	150,000
	Electric	210,000
	Fencing	100,000
	Flooring	125,000
	Lighting	800,000
	Mechanical	380,000
	Other	250,000
	Plumbing	40,000
	Roof	125,000
Battlefield MS Total		2,730,000

Project Investment Overview & Instructional Value

- Enhance instructional environment by:
 - **Air Quality:** Upgrade HVAC Controls, Boiler Replacement, HVAC Replacement, Cooling Tower Replacement
 - **Water Quality:** N/A
 - **Lighting:** LED Upgrade (Indoors)
- Improve Safety/Security/Infrastructure:
 - Overlay Asphalt
 - Replace Electrical Equipment/Fire Alarm Upgrade
 - Upgrade Sidewalks
 - Roof Replacement (Gym)
 - Fencing
 - Replace Gym Lockers
 - Expand/Upgrades Counseling Area
 - Carpet and Tile Replacement
- Building capacity for growth & student need:
 - Capacity & New Programs: N/A



CHANCELLOR MIDDLE SCHOOL

2021 Bond Investment \$1,715,000

Year Built	Capacity	Enrollment as of 10/1/2019 (Pre-COVID)	Enrollment as of 10/1/2020
1988	857	866	850

School	Project Type	Total 2021 Bond Referendum Cost
Chancellor MS	Asphalt/Sidewalks	75,000
	Building Renovations	1,430,000
	Electric	10,000
	Fencing	75,000
	Lighting	125,000
Chancellor MS Total		1,715,000

Project Investment Overview & Instructional Value

- Enhance instructional environment by:
 - Air Quality: N/A
 - Water Quality: N/A
 - Lighting: LED Upgrade (Indoors), Outdoor Site Lighting
- Improve Safety/Security/Infrastructure:
 - Fencing
 - Upgrade Sidewalks/Curbs
 - Replacing Electrical Equipment
- Building capacity for growth & student need:
 - Capacity & New Programs: Learning Space Renovations to add 7-8 Classrooms



FREEDOM MIDDLE SCHOOL

2021 Bond Investment \$1,435,000

Year Built	Capacity	Enrollment as of 10/1/2019 (Pre-COVID)	Enrollment as of 10/1/2020
2003	948	823	778

School	Project Type	Total 2021 Bond Referendum Cost
Freedom MS	Asphalt/Sidewalks	475,000
	Controls	275,000
	Electric	50,000
	Flooring	60,000
	Lighting	80,000
	Mechanical	475,000
	Other	20,000
Freedom MS Total		1,435,000

Project Investment Overview & Instructional Value

- Enhance instructional environment by:
 - **Air Quality:** Upgrade HVAC Controls, Chiller Rebuild, Boiler Replacement, Cooling Tower Replacement
 - **Water Quality:** N/A
 - **Lighting:** LED Upgrade (Indoors), Upgrade Stage Lighting
- Improve Safety/Security/Infrastructure:
 - Upgrade Sidewalks/Curbs
 - Overlay Asphalt
 - Replacing Electrical Equipment/Fire Alarm Replacement
 - Gym Scoreboard Replacement
 - Upgrade Road to Athletic Fields
 - Carpet and Tile Replacement
- Building capacity for growth & student need:
 - Capacity & New Programs: N/A



NI RIVER MIDDLE SCHOOL

2021 Bond Investment \$2,175,000

Year Built	Capacity	Enrollment as of 10/1/2019 (Pre-COVID)	Enrollment as of 10/1/2020
1999	774	723	697

School	Project Type	Total 2021 Bond Referendum Cost
Ni River MS	Asphalt/Sidewalks	675,000
	Controls	200,000
	Electric	50,000
	Fencing	30,000
	Lighting	925,000
	Mechanical	120,000
	Safety/Security	175,000
Ni River MS Total		2,175,000

Project Investment Overview & Instructional Value

- Enhance instructional environment by:
 - **Air Quality:** Upgrade HVAC Controls, Boiler Replacement
 - **Water Quality:** N/A
 - **Lighting:** LED Upgrade (Indoors), Outdoor Site Lighting, Improvements to Stage Lighting
- Improve Safety/Security/Infrastructure:
 - Upgrade Sidewalks/Curbs
 - Overlay Asphalt
 - Fencing
 - Upgrade Access Road to Athletic Fields
 - Replace Electrical Equipment/Fire Alarm Replacement
- Building capacity for growth & student need:
 - Capacity & New Programs: N/A



POST OAK MIDDLE SCHOOL

2021 Bond Investment \$2,065,000

Year Built	Capacity	Enrollment as of 10/1/2019 (Pre-COVID)	Enrollment as of 10/1/2020
2006	948	748	694

School	Project Type	Total 2021 Bond Referendum Cost
Post Oak MS	Asphalt/Sidewalks	525,000
	Controls	275,000
	Electric	10,000
	Flooring	60,000
	Lighting	925,000
	Mechanical	150,000
	Other	20,000
	Plumbing	100,000
Post Oak MS Total		2,065,000

Project Investment Overview & Instructional Value

- Enhance instructional environment by:
 - Air Quality: Upgrade HVAC Controls, Cooling Tower Replacement
 - Water Quality: Water Heater Replacement
 - Lighting: LED Upgrade (Indoors), Outdoor Site Lighting
- Improve Safety/Security/Infrastructure:
 - Upgrade Sidewalks/Curbs
 - Replace Electrical Equipment/Fire Alarm Replacement
 - Replace Gym Scoreboard
 - Overlay Asphalt
 - Carpet and Tile Replacement
- Building capacity for growth & student need:
 - Capacity & New Programs: N/A



SPOTSYLVANIA MIDDLE SCHOOL

2014 Remaining Bond Authority - \$13,372,432
2021 Bond Investment - \$25,827,568

Total Bond Investment
\$39,200,000

Year Built	Capacity	Enrollment as of 10/1/2019 (Pre-COVID)	Enrollment as of 10/1/2020
1968	907	940	946

School	Project Type	2014 Remaining Bond Authority
Spotsylvania MS	Building Renovations	13,372,432
School	Project Type	Total 2021 Bond Referendum Cost
Spotsylvania MS	Building Renovations	25,827,568
Spotsylvania MS Total		39,200,000

Project Investment Overview & Instructional Value

- Enhance instructional environment by:
 - **Air Quality, Water Quality, and Lighting:** with complete building renovation.
- Improve Safety/Security/Infrastructure:
 - The building renovation includes the roof, indoor and outdoor surfaces and all major building systems.
- Building capacity for growth & student need:
 - Capacity & New Programs: This renovation will increase building capacity to approximately 1,200



THORNBURG

MIDDLE SCHOOL

2021 Bond Investment

\$7,845,000

Year Built	Capacity	Enrollment as of 10/1/2019 (Pre-COVID)	Enrollment as of 10/1/2020
1994	790	746	716

School	Project Type	Total 2021 Bond Referendum Cost
Thornburg MS	Asphalt/Sidewalks	255,000
	Building Renovations	5,560,000
	Controls	100,000
	Electric	35,000
	Lighting	1,000,000
	Mechanical	195,000
	Roof	700,000
Thornburg MS Total		7,845,000

Project Investment Overview & Instructional Value

- Enhance instructional environment by:
 - **Air Quality:** Upgrade HVAC Controls, Chiller Rebuild, Boiler Replacement
 - **Water Quality:** N/A
 - **Lighting:** LED Upgrade (Indoors), Outdoor Site Lighting, Stage Lighting Upgrades
- Improve Safety/Security/Infrastructure:
 - Resurface Track
 - Replace Electrical Equipment/Fire Alarm Replacement
 - Upgrade Sidewalks/Curbs
 - Roof Replacement
- Building capacity for growth & student need:
 - Capacity & New Programs: Adding 8-10 Classroom Addition

	SUM of Total 2021 Bond Referendum Cost
<i>School</i>	
Career & Tech Center	2,835,000
Chancellor HS	22,015,000
Courtland HS	1,230,000
Massaponax HS	8,750,000
Riverbend HS	1,045,000
Spotsylvania HS	9,125,804
Grand Total	45,000,804





CHANCELLOR HIGH SCHOOL

2021 Bond Investment \$22,015,000

Year Built	Capacity	Enrollment as of 10/1/2019 (Pre-COVID)	Enrollment as of 10/1/2020
1987	1427	1317	1315

<i>School</i>	<i>Project Type</i>	Total 2021 Bond Referendum Cost
Chancellor HS	Building Renovations	20,850,000
	Electric	410,000
	Fencing	175,000
	Lighting	430,000
	Plumbing	150,000
Chancellor HS Total		22,015,000

Project Investment Overview & Instructional Value

- Enhance instructional environment by:
 - **Air Quality:** Upgrade HVAC Controls, Boiler Replacement
 - **Water Quality:** N/A
 - **Lighting:** Outdoor Site Lighting, Stadium/Field Lighting
- Improve Safety/Security/Infrastructure:
 - Fieldhouse Improvements
 - Stadium Press Box Replacement
 - Auditorium Sound System Upgrades
 - Baseball/Softball Improvements
 - Stadium Sound System Replacement
 - Fencing
 - Generator Replacement
 - Renovations to Mechanical/Electrical/Plumbing
- Building capacity for growth & student need:
 - Capacity & New Programs: N/A



COURTLAND HIGH SCHOOL

2021 Bond Investment \$1,230,000

Year Built	Capacity	Enrollment as of 10/1/2019 (Pre-COVID)	Enrollment as of 10/1/2020
1980	1565	1413	1443

<i>School</i>	<i>Project Type</i>	Total 2021 Bond Referendum Cost
Courtland HS	Asphalt/Sidewalks	350,000
	Lighting	100,000
	Other	130,000
	Roof	650,000
Courtland HS Total		1,230,000

Project Investment Overview & Instructional Value

- Enhance instructional environment by:
 - **Air Quality:**
 - **Water Quality:** N/A
 - **Lighting:** Stadium/Fields LED Upgrade
- Improve Safety/Security/Infrastructure:
 - Overlay Asphalt
 - Softball Field Improvements
 - Roof Replacement
- Building capacity for growth & student need:
 - Capacity & New Programs: N/A



2021 Bond Investment \$8,750,000

Year Built	Capacity	Enrollment as of 10/1/2019 (Pre-COVID)	Enrollment as of 10/1/2020
1998	1830	1745	1726

School	Project Type	Total 2021 Bond Referendum Cost
Massaponax HS	Asphalt/Sidewalks	1,800,000
	Building Renovations	275,000
	Controls	300,000
	Lighting	1,200,000
	Mechanical	2,700,000
	Other	525,000
	Plumbing	150,000
	Roof	1,800,000
Massaponax HS Total		8,750,000

Project Investment Overview & Instructional Value

- Enhance instructional environment by:
 - **Air Quality:** Upgrade HVAC Controls, Chiller Rebuild, Replace Heat Recovery Unit, Cooling Tower Replacement
 - **Water Quality:** N/A
 - **Lighting:** LED Upgrade (Indoors)
- Improve Safety/Security/Infrastructure:
 - Replacing Ceiling Auditorium
 - Fieldhouse Upgrades
 - Auditorium Sound System Upgrades
 - Gym Bleachers Replacements
 - Concrete Repairs
 - Parking Additions
 - Overlay Asphalt
 - Roof Replacement
- Building capacity for growth & student need:
 - Capacity & New Programs: N/A



RIVERBEND HIGH SCHOOL

2021 Bond Investment \$1,045,000

Year Built	Capacity	Enrollment as of 10/1/2019 (Pre-COVID)	Enrollment as of 10/1/2020
2004	1995	1918	1887

School	Project Type	Total 2021 Bond Referendum Cost
Riverbend HS	Asphalt/Sidewalks	75,000
	Controls	700,000
	Electric	10,000
	Fencing	30,000
	Flooring	50,000
	Lighting	180,000
Riverbend HS Total		1,045,000

Project Investment Overview & Instructional Value

- Enhance instructional environment by:
 - Air Quality: Upgrade HVAC Controls, Boiler Replacement
 - Water Quality: N/A
 - Lighting: Stadium/Stage Lighting Upgrade
- Improve Safety/Security/Infrastructure:
 - Upgrade Sidewalks/Curbs
 - Auditorium Sound System Upgrades
 - Fencing
 - Replace Electrical Equipment
 - Carpet and tile replacement
- Building capacity for growth & student need:
 - Capacity & New Programs: N/A



2021 Bond Investment \$9,125,804

Year Built	Capacity	Enrollment as of 10/1/2019 (Pre-COVID)	Enrollment as of 10/1/2020
1992	1611	1204	1206

School	Project Type	Total 2021 Bond Referendum Cost
Spotsylvania HS	Building Renovations	4,210,804
	Controls	650,000
	Electric	210,000
	Flooring	80,000
	Lighting	175,000
	Mechanical	100,000
	Plumbing	350,000
	Roof	1,500,000
	Safety/Security	100,000
	Water/Sewer	1,750,000
Spotsylvania HS Total		9,125,804

Project Investment Overview & Instructional Value

- Enhance instructional environment by:
 - Air Quality: Upgrade HVAC Controls, Boiler Replacement
 - Water Quality: Water Heater Replacement
 - Lighting: LED Upgrade (Indoors), Field LED Lighting Upgrade
- Improve Safety/Security/Infrastructure:
 - Water Tower Upgrades
 - Fieldhouse Upgrades
 - Auditorium Sound System Upgrades
 - Replace Electrical Equipment
 - Commons Area Security Upgrades
 - Carpet and Tile Replacement
 - Roof Replacement
- Building capacity for growth & student need:
 - Capacity & New Programs: Modernize Instructional Space for New Pathways.



SPOTSYLVANIA CAREER & TECH CENTER

Year Built

1980

2021 Bond Investment \$2,835,000

<i>School</i>	<i>Project Type</i>	Total 2021 Bond Referendum Cost
Career & Tech Center	Building Renovations	1,680,000
	Controls	30,000
	Electric	150,000
	Roof	700,000
	Safety/Security	275,000
Career & Tech Center Total		2,835,000

Project Investment Overview & Instructional Value

- Enhance instructional environment by:
 - Air Quality: HVAC Control Upgrade
 - Water Quality: N/A
 - Lighting: N/A
- Improve Safety/Security/Infrastructure:
 - Roof Replacement
 - Replace Electrical Equipment
 - Fire Door Replacement
 - Security Upgrades to Entrances
- Building capacity for growth & student need:
 - Capacity & New Programs: Modernize Instructional Space for New Pathways

<i>School</i>	SUM of Total 2021 Bond Referendum Cost
ITT Center	845,000
John J. Wright & CC	1,830,000
Maintenance Complex	2,585,000
School Board Office	725,000
Special Education Center	5,000,000
Grand Total	10,985,000

Auxiliary Facilities



2021 Bond Investment \$845,000

Year Built

1986

<i>School</i>	<i>Project Type</i>	Total 2021 Bond Referendum Cost
ITT Center	Asphalt/Sidewalks	300,000
	Controls	45,000
	Lighting	175,000
	Roof	325,000
ITT Center Total		845,000

Project Investment Overview & Instructional Value

- Enhance environment by:
 - **Air Quality:** Replace Rooftop Units, Upgrade Controls,
 - **Water Quality:** N/A
 - **Lighting:** LED Upgrades (indoor) Lighting Upgrade (outdoor)
- Improve Safety/Security/Infrastructure:
 - Roof Replacement
 - Overlay Asphalt



JOHN J. WRIGHT EDUCATIONAL & CULTURAL CENTER

2021 Bond Investment \$1,830,000

Year Built

1950

<i>School</i>	<i>Project Type</i>	Total 2021 Bond Referendum Cost
John J. Wright & CC	Asphalt/Sidewalks	300,000
	Building Renovations	75,000
	Controls	75,000
	Electric	10,000
	Lighting	700,000
	Mechanical	120,000
	Other	200,000
	Water/Sewer	350,000
John J. Wright & CC Total		1,830,000

Project Investment Overview & Instructional Value

- Enhance instructional environment by:
 - **Air Quality:** Upgrade HVAC Controls, Boiler Replacement
 - **Water Quality:** Water System Upgrades
 - **Lighting:** LED Upgrades (Indoor), Stage Lighting Upgrades
- Improve Safety/Security/Infrastructure:
 - Brick Repair/Replacement
 - Replace Electrical Equipment
 - Improvements to Special Education Space
 - Overlay Asphalt
- Building capacity for growth & student need:
 - Capacity & New Programs: N/A



2021 Bond Investment \$2,585,000

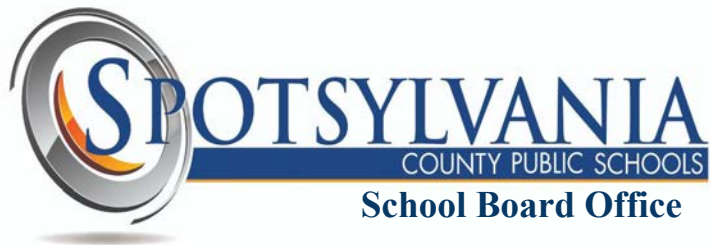
Year Built

2009

<i>School</i>	<i>Project Type</i>	Total 2021 Bond Referendum Cost
Maintenance Complex	Asphalt/Sidewalks	600,000
	Controls	15,000
	Equipment	1,925,000
	Mechanical	45,000
Maintenance Complex Total		2,585,000

Project Investment Overview & Instructional Value

- Improve Safety/Security/Infrastructure:
 - Capital Equipment Replacement (service vehicles, mowers, trailers, sand/snow equipment)
 - Asphalt Replacement
 - Upgrade Mechanical System in Warehouse
 - Controls Upgrade



2021 Bond Investment \$725,000

Year Built

2004

Project Investment Overview & Instructional Value

- Improve Safety/Security/Infrastructure:
 - Carpet Replacement
 - Roof Replacement
 - Fire Alarm System Replacement
 - Asphalt Overlay
 - Upgrade Controls

School	Project Type	Total 2021 Bond Referendum Cost
School Board Office	Asphalt/Sidewalks	150,000
	Controls	50,000
	Electric	50,000
	Flooring	125,000
	Roof	350,000
School Board Office Total		725,000



2021 Bond Investment \$5,000,000

<i>School</i>	<i>Project Type</i>	Total 2021 Bond Referendum Cost
Special Education Classrooms	Special Education Classrooms	5,000,000
Special Education Total		5,000,000

Project Investment Overview & Instructional Value

- Building capacity for growth & student need:
 - Based on enrollment study location TBD
 - Capacity & New Programs: Addition of designated special education classrooms (8-10) based on enrollment and student needs

End of Presentation

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

Meeting Date: July 27, 2021

Title: FY 2021 Mandates Overview

Type: No Action (Information Only), Power Point Presentation

Agenda Title: FY 2021 Mandates Overview

Recommendation: No Action (Information Only)

Summary: The Office of Budget & Grants will make a presentation to the Board regarding the FY 2021 mandates.

Committee/Commission Summary: Finance Committee

Review Date: July 22, 2021

Staff Contacts: Julie Elliott, Budget Manager
Barbara Verhaalen, Budget Analyst
Bonnie Jewell, Assistant County Administrator

ATTACHMENTS:

File Name	Description	Type
Mandate_Presentation_7-27-21.pdf	FY 2021 Mandate Information	Agreement
Summary_Mandate_Info_FY_2021_Budget.pdf	Summary Mandates - FY 2021 Adopted Budget	Backup Material

Mandates

Spotsylvania County



FY 2021 Mandate Information
July 27, 2021

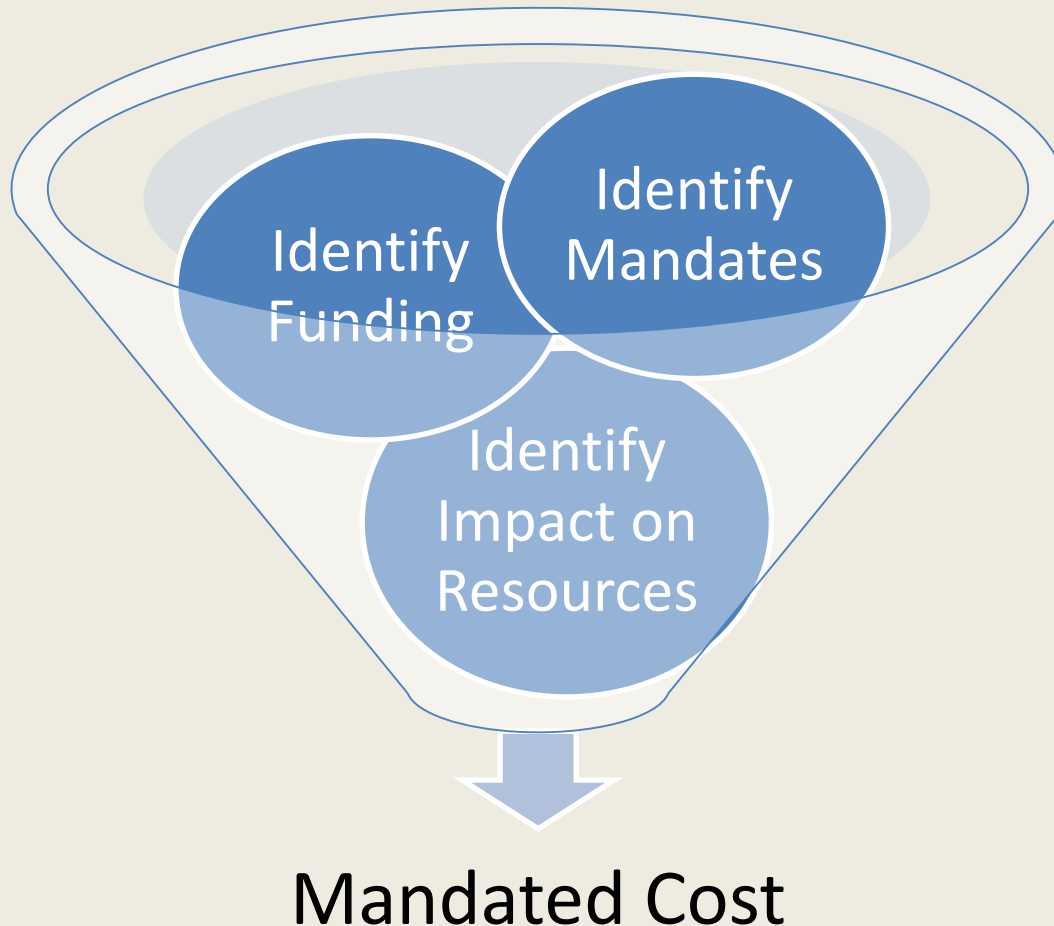
Mandates

- **What is a mandate?**
 - A legal requirement such as a law, ordinance, or regulation put in place by the County or a governing body with authority over one or more aspects of County operations, and with which the County department/agency has no discretion in participation without being subject to penalty or being found in violation of law.



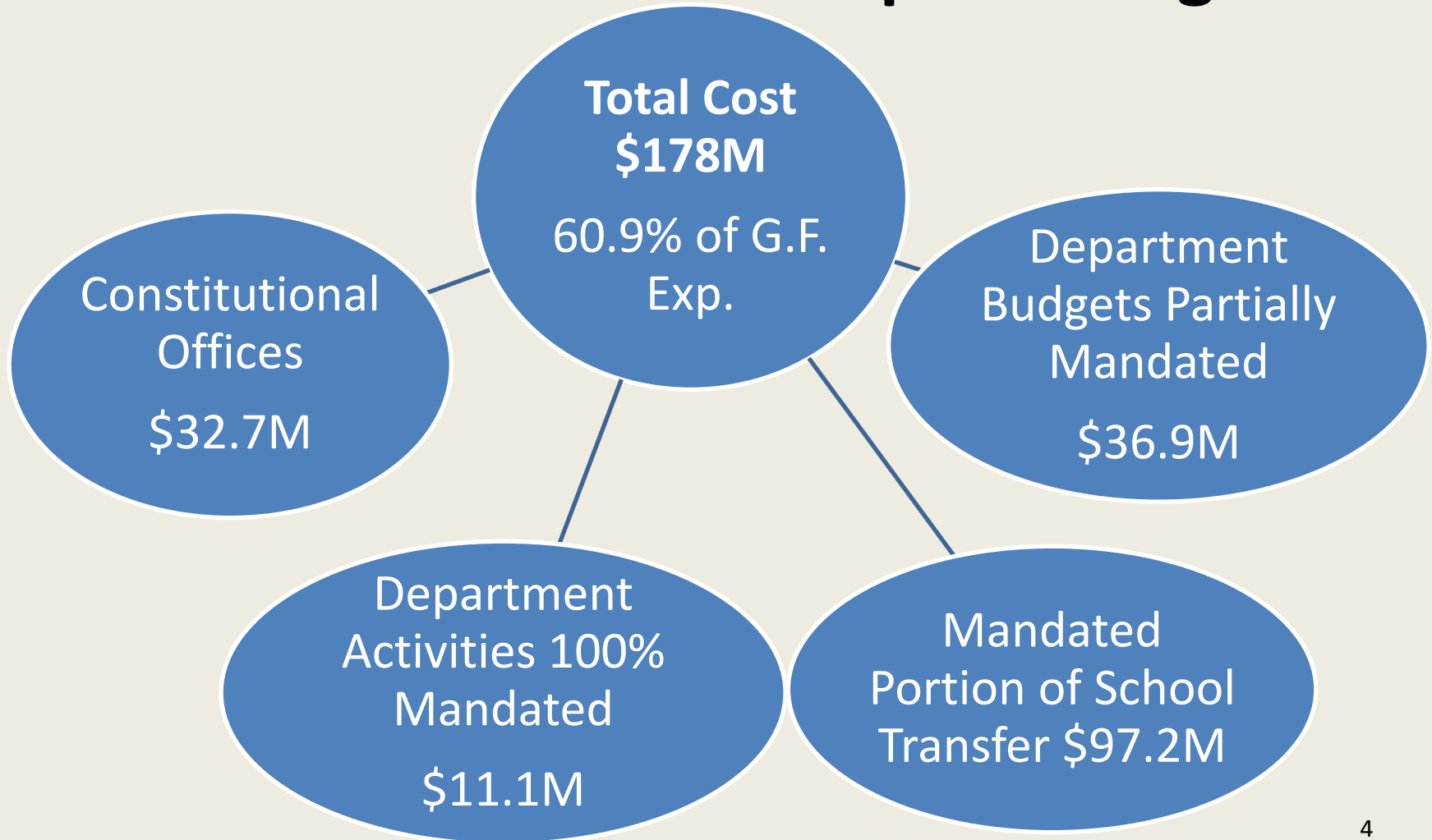
Mandates

Budget Process – Calculating the Costs



Mandates

Based on FY 2021 Adopted Budget



Mandates

Constitutional Offices

**Total FY 2021 Budgeted Mandates
\$32.7M**

Local Tax Support
\$22.0M; 67%

Associated Revenue
\$10.7M; 33%



Mandates

Constitutional Offices – FY 2021 Budget

Department	Budgeted /Mandate FTEs	Mandate Costs	Associated Revenue	Net Tax Support
Sheriff	298.6/256.81	\$24,904,936	\$7,154,698	\$17,750,238
Treasurer	22/22	\$1,997,908	\$1,072,192	\$925,716
Clerk of the Court	19.89/19.89	\$1,599,716	\$948,449	\$651,267
COR	20/20	\$1,533,991	\$286,762	\$1,247,229
Commonwealth's Attorney	23/23	\$2,683,525	\$1,272,275	\$1,411,250
Totals:	383.49/341.70	\$32,720,076	\$10,734,376	\$ 21,985,700

Mandates

Department Activities - 100% Mandated

- Board of Supervisors
- Assessment
- Electoral Board/Registrar
- Circuit Court
- General District Court
- Magistrates
- Juvenile & Domestic Relations Court
- Court Services Unit
- Medical Examiner
- Health Department
- Rapp. Area Community Services Board
- Regional Detention Facilities

Mandates

Department Activities - 100% Mandated

**Total FY 2021 Budgeted Mandates
\$11.1M**

Local Tax Support
\$10.9M; 98%

Associated Revenue
\$0.2M; 2%



Mandates

Department Activities 100% Mandated – FY 2021

Department	Budgeted /Mandate FTEs	Mandate Costs	Associated Revenue	Net Tax Support
BOS	7/7	\$282,722	\$0	\$282,722
Assessment	12.26/12.26	\$1,008,220	\$0	\$1,008,220
Registrar	3.5/3.5	\$508,201	\$73,696	\$434,505
Circuit Court	3/3	\$296,693	\$0	\$296,693
GDC	-	\$31,125	\$0	\$31,125
Magistrates	-	\$4,184	\$0	\$4,184
JD&R Court	-	\$44,877	\$0	\$44,877

Mandates

Department Activities 100% Mandated – FY 2021 *Continued*

Department	Budgeted /Mandate FTEs	Mandate Costs	Associated Revenue	Net Tax Support
CSU	2/2	\$402,227	\$84,641	\$317,586
Medical Examiner	-	\$1,000	\$0	\$1,000
Health Department	-	\$647,569	\$40,000	\$607,569
RACSB	-	\$427,593	\$0	\$427,593
Regional Detention Facilities	-	\$7,484,950	\$16,000	\$7,468,950
Totals:	27.76/27.76	\$11,139,361	\$214,337	\$10,925,024

Mandates

Department Budgets – Partially Mandated

- County Administration
- Human Resources
- Facilities Management
- Accounting & Procurement
- Budget & Grants
- Fire/Rescue
- Planning
- Solid Waste
- Social Services
- Schools
- GF support of Non-Fee supported Building, Erosion, and Zoning functions

Mandates

Department Budgets - Partially Mandated

**Total FY 2021 Budgeted Mandates
\$134.1M**

Local Tax Support
\$116.0M; 87%

Associated Revenue
\$18.1M; 13%



Mandates

Department Budgets Partially Mandated – FY 2021

Department	Budgeted /Mandate FTEs	Mandate Costs	Associated Revenue	Net Tax Support
County Administration	5/1.03	\$170,902	\$0	\$170,902
Human Resources	7/2.48	\$260,175	\$0	\$260,175
Facilities Mgmt.	20.78/0.99	\$216,436	\$0	\$216,436
Accounting & Procurement	17.63/12.14	\$1,605,283	\$304,850	\$1,300,433
Budget & Grants	7/3.6	\$428,817	\$0	\$428,817
Fire/Rescue	239.63/42.92	\$4,693,257	\$130,000	\$4,563,257

Mandates

Department Budgets Partially Mandated – FY 2021				<i>Continued</i>
Department	Budgeted /Mandate FTEs	Mandate Costs	Associated Revenues	Net Tax Support
Planning	11/8.15	\$946,254	\$498,347	\$447,907
Solid Waste	56.54/41.26	\$3,467,140	\$1,596,791	\$1,870,349
<i>Building*</i>	-	\$431,606	\$0	\$431,606
<i>Erosion*</i>	-	\$86,473	\$0	\$86,473
<i>Zoning*</i>	-	\$412,762	\$0	\$412,762
Social Services	118.78/118.78	\$24,201,422	\$15,558,789	\$8,642,633
Schools	-	\$97,215,625	\$0	\$97,215,625
Totals:	483.36/231.35	\$134,136,152	\$18,088,777	\$116,047,375

*Includes Non-Fee Supported Core/Basic costs only

Mandates

Overall Mandate Summary

Department	Budgeted /Mandate FTEs	Mandate Costs	Associated Revenues	Net Tax Support
Constitutional Offices	383.49/341.70	\$32.7	\$10.7	\$22.0
Department Budgets 100% Mandated	27.76/27.76	\$11.1	\$0.2	\$10.9
Department Budgets Partially Mandated	483.36/231.35	\$134.1	\$18.1	\$116.0
Totals:	894.61/600.81	\$178.0M	\$29.0M	\$149.0M

Mandates

FY 2021 Adopted Budget Breakdown

Total Mandated Costs	\$177,995,589	60.9%
County Debt Service	9,570,783	
School Debt Service Not in Mandates	28,089,775	
Balance of School Transfer Not in Mandates	6,076,016	
Transfer to Capital Projects Not in Mandates	8,398,599	
Transfer to EDO Not in Mandates	1,413,000	
Regional Agencies Not in Mandates	6,902,486	
Total Commitments:	\$60,450,659	20.7%
Total Other:	<u>\$53,391,803</u>	18.4%
Total FY 2021 Adopted General Fund Budget	\$292,038,051	

FY 2021 Adopted Budget

Schools		
Required Local Effort	\$64,601,198	\$64,601,198
Required Local Match for Optional Programs	\$32,614,427	\$32,614,427

	Total Budgeted Positions - FY 2021	Mandated Positions	Personnel	Non-Personnel	Total FY 2021 Budget Assoc. with Mandates	Associated Revenue	Net Tax Support of Mandates
Department Mandates					(C + D)		
County Administration	5.00	1.03	\$170,902	\$0	\$170,902	\$0	\$170,902
Human Resources	7.00	2.48	\$253,975	\$6,200	\$260,175	\$0	\$260,175
Facilities Management	20.78	0.99	\$70,386	\$146,050	\$216,436	\$0	\$216,436
Accounting & Procurement	17.63	12.14	\$1,212,622	\$392,661	\$1,605,283	\$304,850	\$1,300,433
Budget & Grants	7.00	3.60	\$420,162	\$8,655	\$428,817	\$0	\$428,817
Fire*	239.63	42.92	\$4,324,356	\$368,901	\$4,693,257	\$130,000	\$4,563,257
Planning	11.00	8.15	\$922,454	\$23,800	\$946,254	\$498,347	\$447,907
Solid Waste	56.54	41.26	\$1,995,080	\$1,472,060	\$3,467,140	\$1,596,791	\$1,870,349

Code Compliance Xfer from GF For Core/Basic			
Building		\$431,606	\$431,606
Erosion		\$86,473	\$86,473
Zoning		\$412,762	\$412,762

Other Departments/Activities (100% of budget assumed Mandates)				(C + D)		
Board of Supervisors	7.00	7.00	\$224,088	\$58,634	\$282,722	\$282,722
Assessment	12.26	12.26	\$974,003	\$34,217	\$1,008,220	\$1,008,220
Electoral Board/Registrar	3.50	3.50	\$293,300	\$214,901	\$508,201	\$434,505
Circuit Court	3.00	3.00	\$279,219	\$17,474	\$296,693	\$296,693
General District Court	0	0		\$31,125	\$31,125	\$31,125
Magistrates	0	0		\$4,184	\$4,184	\$4,184
Juvenile & Domestic Relations Court	0	0		\$44,877	\$44,877	\$44,877
Court Services Unit	2.00	2.00	\$126,184	\$276,043	\$402,227	\$317,586
Medical Examiner	0	0		\$1,000	\$1,000	\$1,000
Health Department	0	0		\$647,569	\$647,569	\$607,569
Rapp. Area Community Services Board	0	0		\$427,593	\$427,593	\$427,593
Regional Detention Facilities	0	0		\$7,484,950	\$7,484,950	\$7,468,950

General Fund Mandates - FY 2021 Adopted	894.61 **	600.81	\$177,995,589	\$29,037,490	\$148,958,099
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* Personnel increase reflects costs associated with temporary standard on infectious disease prevention due to COVID-19.

**Total position count here does not reflect the total General Fund position count because not all departments have mandates and therefore not all departments are included on this listing.

Breakdown		
Mandates:	\$177,995,589	
Mandate Total	\$177,995,589	60.9%
County Debt Service	\$9,570,783	
School transfer not in mandates - Debt Service	\$28,089,775	
School transfer not in mandates - Balance	\$6,076,016	
Transfer to Capital Projects Fund not in mandates	\$8,398,599	
Transfer to Transportation not in mandates	\$0	
Transfer to EDA Fund not in mandates	\$1,413,000	
Regional agencies not in mandate number above	\$6,902,486	
Commitment Total	\$60,450,659	20.7%
Other:	\$53,591,803	
Other Total	\$53,591,803	18.4%
Total FY 2021 Adopted General Fund Budget	\$292,038,051	100.0%

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

Meeting Date: July 27, 2021
Title: Informational Matters

Agenda Title: Informational Matters

ATTACHMENTS:

File Name	Description	Type
Vacancy_List.docx	Vacancy List	Backup Material
Contingency_2022.pdf	Contingency Fund	Backup Material

**COUNTY BOARDS AND COMMISSIONS
CURRENT OR UPCOMING VACANCIES
Through September 2021**

Appointments by Voting District:

Battlefield

- Board of Building Code Appeals
- Citizens Transportation Advisory Committee (CTAC)
- Historic Preservation Commission
- Transportation Committee
- CBRC

Berkeley

- CBRC-Alternate
- Citizens Transportation Advisory Committee (CTAC)

Chancellor

- Transportation Committee-Expires September 25, 2021

Courtland

- Minority Affairs Committee
- Citizens Transportation Advisory Committee (CTAC)

Lee Hill

- Transportation Committee
- CBRC
- Citizens Transportation Advisory Committee (CTAC)

Livingston

- Citizens Transportation Advisory Committee (CTAC)
- CBRC-Alternate

Salem

- Board of Building Code Appeals
- CBRC-Alternate
- Parks and Recreation Commission
- Citizens Transportation Advisory Committee (CTAC)

Non-District Appointments:

- Agricultural/ Forestal District Review Committee- 4 Farmer or Forester and 2 Landowner Appointments
- Fort A.P. Hill Joint Land Use Study- 1 Vacancy (appointment for phase 2-recommendations)
- Minority Affairs Committee-NAACP affiliated member
- YMCA Board of Directors- 1 Vacancy
- Board of Equalization- All Expire December 31, 2020 (Assessment Office will contact in 2021 regarding recommendations for reappointment)
- Transportation Committee- 1 Vacancy-At large
- CPMT- Parent Rep- 1 Vacancy
- Rappahannock Area Youth Services & Group Home Commission- 1 Vacancy- Spotsylvania Representative (the next representative will be from Stafford-we will be contacted regarding recommendation)
- Healthy generations Agency on Aging Board of Directors- 1 Vacancy- At Large

**Please note, as a reminder, the Board has not decided whether or not they want participate in the Government & Military Affairs Council

**FY 2022 BUDGETED CONTINGENCY ACCOUNT
STATUS REPORT**

TOTAL BUDGETED CONTINGENCY

\$348,572

CONTINGENCY USES

DATE	PURPOSE	AMOUNT

TOTAL USED \$0.00

UNRESTRICTED CONTINGENCY REMAINING \$348,572

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

Meeting Date: July 27, 2021

Title: Closed Meeting

Type: Action, Resolution, Closed Meeting

Agenda Title: Closed Meeting

Recommendation: Adopt the Closed Meeting Resolution prior to adjourning into Closed Meeting.

Legal Counsel: Karl R. Holsten, County Attorney

ATTACHMENTS:

File Name	Description	Type
Closed_Meeting_Resolution_-_2.2-3711(A) (7)_7.27.2021.pdf	Closed Meeting Resolution	Resolution
Return_to_Open_Meeting_Resolution_7.27.2021.pdf	Return to Open Resolution	Resolution

DRAFT

At a meeting of the Spotsylvania County Board of Supervisors held on July 27, 2021, on a motion by _____, seconded by _____, and passed _____, the Board adopted the following resolution:

RESOLUTION NO. 2021 –

To Adjourn into a Closed Meeting

WHEREAS, the Spotsylvania County Board of Supervisors desires to adjourn into a Closed Meeting for consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body, specifically regarding the matter of *The Board of Supervisors of the County of Orange, Virginia v. Sustainable Property Holdings, LLC, et al.*, filed in the Circuit Court for the County of Orange, Virginia, Case No. CL20-275; and

WHEREAS, pursuant to Va. Code Ann. § 2.2-3711(A)(7), 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 July 27, 2021, on a motion by _____, seconded by _____, and passed _____, the Board adopted the following resolution:

RESOLUTION NO. 2021 -

Return to Open Meeting

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

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

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

(SEAL)

A COPY TESTE:

Aimee Mann

Deputy Clerk to the Board of Supervisors

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

Meeting Date:	July 27, 2021
Title:	Public Hearing for Schools' Budget Adjustment & Appropriation for Federal Elementary and Secondary School Emergency Relief (ESSER II & ESSER III) Funds

Type:	Action, Public Hearing, Appropriation
Agenda Title:	Public Hearing for Schools' Budget Adjustment & Appropriation for Federal Elementary and Secondary School Emergency Relief (ESSER II & ESSER III) Funds
Recommendation:	Following the public hearing necessary because the combination of the Schools' budget adjustments on this Board agenda exceed 1% of the currently adopted county-wide budget, staff recommends that the Board of Supervisors approves the attached budget adjustment and appropriation.

Federal Elementary and Secondary School Emergency Relief (ESSER II) Funds -

Federal Elementary and Secondary School Emergency Relief (ESSER II) funds are emergency relief funds intended to address the impact that COVID-19 has had, and continues to have, on elementary and secondary schools in Virginia. ESSER II funds have specific-use requirements set by the federal government. Funding may be used to support a variety of programs and activities to address the learning gaps and other impacts due to COVID-19.

The official grant application for this funding was due April 1, 2021. The award period is March 13, 2020 – September 30, 2023. The full grant award for Spotsylvania County Public Schools is \$10,099,492 and \$4,000,000 was appropriated by the Board of Supervisors in FY 2021. At this time, the School Board requests that the Board appropriate the remaining balance of the grant award, in the amount of \$6,099,492 to be used to cover costs associated with the Return to Learn Plan and to support student learning needs. The breakdown of the planned use of the \$6,099,492 is shown below.

FY 2022 ESSER II Plan

Funding Category	FY 2022 Appropriation Request
Instruction All Levels	\$854,100
Technology	\$2,626,003
Special Education/Health	\$239,316
Facilities	\$2,380,073

Total Request:**\$6,099,492*****Federal Elementary and Secondary School Emergency Relief (ESSER III) Funds -***

In addition to the ESSER II funding, Spotsylvania County Public Schools was awarded a total of \$22,682,023 in American Rescue Plan Act (ARPA) funds (known as ESSER III) to address the continued impact of the COVID-19 pandemic on elementary and secondary schools in Virginia. As with ESSER II, ESSER III has specific-use requirements set by the federal government and may be used concurrently with previously awarded ESSER I and II funds. Additionally, ARPA requires use of 20% of the funds to address learning loss.

Summary:

The official grant application for this funding is due September 1, 2021. The award period is March 13, 2020 – September 30, 2024. The full grant award for Spotsylvania County Public Schools is \$22,682,023. At this time, the School Board requests that the Board appropriate \$9,236,843 of the \$22,682,023 award amount. The school division will use the funding in alignment with its Return to Learn Plan and to support student learning needs. The remaining grant funding and related expenditures will be incorporated into the FY 2023 and FY 2024 annual budgets. The breakdown of the planned use of the \$9,236,843 is shown below. A breakdown of the 99 FTEs funded with this federal grant is attached.

FY 2022 ESSER III Plan

Funding Category	FY 2022 Appropriation Request
FY 2022 Approved New Positions	\$322,500
Continuation of ESSER I/II	\$985,885
Instruction All Levels	\$1,839,800
Elementary	\$3,680,858
ESOL	\$470,400
Facilities	\$89,600
Professional Learning	\$45,000
Secondary	\$439,800
Technology	\$250,000
Special Education/Health	\$63,000
Fleet Fund	\$300,000
Health Fund	\$750,000
Total Request:	\$9,236,843

In total, the School Board requests the appropriation of \$15,336,335 in combined ESSER II and ESSER III funds.

Committee/Commission Summary:

Finance Committee

Review Date:

July 22, 2021

Status:

Denied

Financial Impact:

Please see the attached budget amendment.

Staff Contacts:

Bonnie Jewell, Assistant County Administrator for
Finance & Services
Prashant Shrestha, Schools Chief Business Official

Additional Background/Other Considerations:

This item was considered by the Finance Committee. A motion for approval of the item was made and seconded, but failed by a vote of 2-3 with Ms. Jewell and Ms. Williams being in favor and Mr. Cole, Mr. Marshall, and Mr. Pritchett opposed. Concern about the use of temporary federal funding for the hiring of 99 positions was the general reasoning for the denial.

Consequence of Denial/Inaction:

If this budget adjustment and appropriation is not approved, the Schools would not be able to make additional expenditures beyond those already appropriated despite the availability of increased Federal grant revenues.

ATTACHMENTS:

File Name	Description	Type
ESSER_II__III_-_Budget_Adjustment.pdf	Budget Amendment	Budget Amendment
ESSER_II__III_-_Appropriation.doc	Appropriation	Agreement
ESSER_III_FTE_Breakdown.pdf	Breakdown of FTEs	Agreement
PH_Ad_Proof_-_FLS.pdf	Public Hearing Advertisement	Agreement
Schools_Presentation_(6-14-2021_School_Board_meeting).pdf	Schools' Presentation	Backup Material

FY 2022 Budget Amendment Request Form

Date: July 7, 2021

Department: Schools

Contact person: Prashant Shrestha

Phone #: 540-834-2500

Explanation of need for budget amendment:

Federal Elementary and Secondary School Emergency Relief (ESSER II) Funds -

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Special Education/Health	\$239,316
Facilities	\$2,380,073
Total Request:	\$6,099,492

Federal Elementary and Secondary School Emergency Relief (ESSER III) Funds -

In addition to the ESSER II funding, Spotsylvania County Public Schools was awarded a total of \$22,682,023 in American Rescue Plan Act (ARPA) funds (known as ESSER III) to address the continued impact of the COVID-19 pandemic on elementary and secondary schools in Virginia. As with ESSER II, ESSER III has specific-use requirements set by the federal government and may be used concurrently with previously awarded ESSER I and II funds. Additionally, ARPA requires use of 20% of the funds to address learning loss.

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FY 2022 ESSER III Plan

Funding Category	FY 2022 Appropriation Request
FY 2022 Approved New Positions	\$322,500
Continuation of ESSER I/II	\$985,885
Instruction All Levels	\$1,839,800
Elementary	\$3,680,858
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Professional Learning	\$45,000
Secondary	\$439,800
Technology	\$250,000
Special Education/Health	\$63,000
Fleet Fund	\$300,000
Health Fund	\$750,000
Total Request:	\$9,236,843

In total, the School Board requests the appropriation of \$15,336,335 in combined ESSER II and ESSER III funds.

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

Revenue Accounts Adjusted		Amount	
Acct #	210-0000-333.02-10 – Federal Revenue – ESSER II & ESSER III	\$	15,036,335
Acct #	610-0000-333.02-10 – Federal Revenue – ESSER III	\$	300,000
	Total Revenue Adjustment	\$	15,336,335

Expenditure Accounts Adjusted		Amount	
Acct #	210-6100-452.61-01 – Instruction	\$	7,893,648
Acct #	210-6100-452.61-02 – Administration/Health	\$	2,521,845
Acct #	210-6100-452.61-03 – Transportation	\$	8,316
Acct #	210-6100-452.61-04 – Operating & Maintenance	\$	1,011,928
Acct #	210-6100-452.61-09 – Technology	\$	3,600,598
Acct #	610-4610-601.33-11 – Auto Repairs & Maintenance	\$	300,000
	Total Expenditure Adjustment	\$	15,336,335

Note: If amendment is between expenditure accounts only, net impact must be zero.

Position FTE Change		
Position Title	Existing FTE	Adjusted FTE

Transfer requests must be signed by the requestor(s). In the case of transfers between departments or capital projects, the transfer request must be signed by the director of each affected department, or by the project manager of each affected capital project. A typed signature will be accepted.

Name, Department

Name, Department

Recommendations

Budget: ☒ recommended ☐ not-recommended

Explanation if not recommended:

County Admin: ☒ recommended ☐ not-recommended

Explanation if not recommended:

Finance Committee: ☐ recommended ☒ not-recommended

Explanation if not recommended: A motion for approval of the item was made and seconded, but failed by a vote of 2-3 with Ms. Jewell and Ms. Williams being in favor and Mr. Cole, Mr. Marshall and Mr. Pritchett opposed. Concern about the use of temporary federal funding for the hiring of 99 positions was the general reasoning for denial.

**SPOTSYLVANIA COUNTY
Board of Supervisors**

FISCAL YEAR 2022 APPROPRIATION

Board of Supervisors

July 27, 2021

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

To fund Return to Learn and other costs matched to the ESSER II and ESSER III federal funds, to be expended only by order of the Board of Supervisors as follows:

SCHOOL OPERATING FUND: \$15,036,335

JOINT FLEET FUND: \$300,000

ESSER III Funds Breakdown of FTEs

Enhanced Learning Environment

- 2 ESOL Newcomer's Program
- 2 ESOL Teacher
- 1 ESOL Learning and School Support Specialist
- 2 Math Specialist
- 1 Transition Specialist for Special Education Post Secondary Education and Planning
- 20 Classroom Teacher

28 Total Enhanced Learning Environment FTEs

Enhanced Instructional Planning

- 45 Paraeducator for Elementary Schools
(Additional paras to be allocated at a ratio of 1 paraeducator to 2 classrooms in K and 1st grade)
- 4 Lead Instructional Support Specialist
- 12 Secondary Lead Interventionist/Data Coach

61 Total Enhanced Instructional Planning FTEs

Enhanced Culture of Learning and Growth

- 2 SCPS Virtual Academy Administrator and Bookkeeper
- 1 English Learner Family Engagement Specialist

3 Total Enhanced Culture of Learning and Growth FTEs

Other Needs

- 5 FY 2022 Budget Needs Approved by the School Board
(2 Counselors/Social Workers; 1 ESOL Teacher; and 2 Technology Support)
- 2 Facilities

7 Total Other Needs FTEs

99 FTEs Funded with Current Federal ESSER Allocation



SPOTSYLVANIA COUNTY PUBLIC SCHOOLS

ESSER III Proposed Plan

June 14, 2021

Presentation Agenda

- Pandemic Financial Background
- Background on ESSER III Funds
- ESSER III Approval Timeline
- SCPS ESSER III Plan: Instruction for all Students
- Request for FY 2022 School Board Budget Approval
 - ESSER II (\$6.1 remaining)
 - ESSER III (\$22.7 remaining)



Pandemic Financial Background

This section will provide a high-level summary of the state, local, and federal funds that have become available to support academic, social/emotional, and school safety needs during the global pandemic.



All Pandemic Funding Financial Support

COVID Grant Award	Full Grant Amount In Millions	Appropriated	Not Yet Appropriated
CARES Act ESSER I	\$ 2.39	\$ 2.39	\$ -
GEER Funds	\$ 0.59	\$ 0.59	\$ -
CRF Funds	\$ 4.10	\$ 4.10	\$ -
CRRSA Act ESSER II	\$ 10.10	\$ 4.00	\$ 6.10
ARPA ESSER III	\$ 22.68	\$ -	\$ 22.68
Local County Funding for COVID Related Purchases	\$ 1.63	\$ 1.63	\$ -
Grand Total	\$ 41.48	\$ 12.70	\$ 28.78



Local and CRF Funds

Funding Source	Expense Type	Original Grant Budget	Revised Grant Budget	Spent to Date 6/1/21	Encumbered	Remaining Grant Funding
County Money \$1.6M June/30/2021	Hot Spots	100,000	100,000	100,000	0	0
	BiPolar	1,430,133	1,430,133	0	1,430,133	0
	Personal Protective Equipment	102,554	102,554	102,554	0	0
County Total	County Total	1,632,687	1,632,687	202,554	1,430,133	0
CRF Funds \$4.1M Sept/30/2022	Chromebooks	2,074,000	2,074,000	2,074,000	0	0
	PPE and Cleaning	2,021,473	2,021,473	2,021,473	0	0
CRF Total	CRF Total	4,095,473	4,095,473	4,095,473	0	0

GEER Funds

Funding Source	Expense Type	Original Grant Budget	Revised Grant Budget	Spent to Date 6/1/21	Encumbered	Remaining Grant Funding
CARES/GEER Funds \$498K - Original \$585.3K - Updated 4/2021 Spending Deadline: Sept/30/2022	Instruction: Hourly Support for ELL & Curriculum Development	70,000	68,345	17,975	0	50,370
	Instruction: Materials & Supplies	50,000	51,655	8,808	42,837	10
	Instruction: Materials & Supplies (OSSS)	20,000	24,000	18,128	4,997	875
	Instruction: Purchased Services (OSSS)	25,000	21,000	21,000	0	0
	Instruction: Subscriptions for Evaluations (OSSS)	30,832	30,832	30,832	0	0
	Administration: Psychological Purchased Services (OSSS)	20,000	0	0	0	0
	Administration: Psychological Materials & Supplies (OSSS)	0	20,000	9,992	9,928	80
	Maintenance: Cleaning	28,908	27,463	0	0	27,463
	Maintenance: Facility Updates	37,500	34,694	5,000	0	29,694
	Technology: Hotspots	215,109	287,692	68,775	47,999	170,918
	Private School Funding (Restricted Equitable Services)		20,398	0	0	20,398
CARES/GEER Total	CARES/GEER Total	497,349	586,078	180,510	105,761	299,807

ESSER I

Funding Source	Expense Type	Original Grant Budget	Revised Grant Budget	Spent to Date 6/1/21	Encumbered	Remaining Grant Funding
CARES ESSER I Funds \$2.39M Spending Deadline: Sept/30/2022	Administration: Cleaning & PPE	1,839,614	439,513	211,856	56,320	171,337
	Technology: Instructional Software (Stars, iReady, Cases for Chromebooks, Owl Cameras)	200,000	1,313,019	147,843	413,985	751,191
	Private School Funding (Restricted Equitable Services)	132,919	132,919	93,397	2,801	36,721
	Maintenance: Services and Support	112,918	500,000	159,138	83,678	257,185
	Transportation: Hourly Support of Devices	75,000	0	0	0	0
	Instruction: Printing	25,000	0	0	0	0
ESSER I Total	ESSER I Total	2,385,451	2,385,451	612,234	556,783	1,216,433

ESSER II

Funding Source	Expense Type	Original Grant Budget	Revised Grant Budget	Spent to Date 6/1/21	Encumbered	Remaining Grant Funding
CARES ESSER II Funds \$10.10M Sept/30/2023 \$4M allocated in FY21 Balance to be allocated in FY22	Cleaning & PPE	2,311,845		0	0	0
	Administration Health Services (OSSS)	425,000	344,000	0	0	344,000
	Administration Psychological Services (OSSS)	100,000	100,000	0	0	100,000
	Instruction: Materials & Supplies (OSSS)	50,000	50,000	0	0	50,000
	Instruction: Professional Development (OSSS)	50,000	25,000	0	0	25,000
	Instruction: Purchased Services (OSSS)	675,000	550,000	0	0	550,000
	Instruction: Summer Institute	2,000,000	2,000,000	0	0	2,000,000
	Instruction: ESY (OSSS)	361,000	361,000	0		361,000
	Maintenance: Learning Space Modifications (Indoor Learning Spaces)	600,000		0	0	0
	Maintenance: Social Distancing Equipment (Outdoor/Indoor Large Spaces)	254,100		0	0	0
	Maintenance: Supplemental Custodial Services	68,228		0	0	0
	Technology: Hardware (Assistive Technology Equipment for OSSS)	150,000	150,000	0	0	150,000
	Technology: Hardware (Owl Cameras, Document Cameras, Monitors, Chromebooks)	1,006,690		0	0	0
	Technology: Purchased Services (Mifi Hotspots Connection Services)	179,910		0	0	0
	Technology: Software (OSSS)	200,000		0	0	0
	Technology: Software (Relay Web Filter, Report Labs, Stars, iRead Math, Lexia, Powerschool)	1,659,403	420,000	147,843	0	272,156
	Transportation: Purchased Services (OSSS)	8,316				0
ESSER II	ESSER II Total	10,099,492	4,000,000	147,843	0	3,852,156

Next Step: The County BOS will consider the approval of the remaining \$6.1 million on 7/27/2021

ESSER III

Funding Source	Expense Type	Original Grant Budget	Revised Grant Budget	Spent to Date 6/1/21	Encumbered	Remaining Grant Funding
CARES ESSER III Funds \$22.68M Application Due Sept/1/2021 (VDOE 4/30/21 Update - 2/3 can be accessed 4/30/21) Planning In Progress						
ESSER III	ESSER III Total	22,682,023.03	0	0	0	0

Planning and Approval Underway

Next Step: The school division has not formally submitted an application and plan for ESSER III with the State. The School Board has directed staff to include positions in the grant as part of the Fiscal 2022 Budget plan. The next section of this presentation will break down the ESSER III Proposed Plan to support learning for all students.

Background on ESSER III Funds

This section will provide a high-level background on ESSER III Funding (American Rescue Plan Act)



ESSER III Background

- Includes \$2.1 Billion in Elementary and Secondary School Emergency Relief (ESSER) III funds for Virginia.
- Local Educational Agency (LEA) awards were announced via **Superintendent's Memo 110-21** on April 30, 2021.
- The uses of funds are similar to ESSER I and ESSER II.
 - The American Rescue Plan (ARP) Act requires LEAs to use 20% of their formula funds to address learning loss.
 - The period of performance for ARP Act ESSER funds is March 13, 2020 through September 30, 2024.
- LEA applications are due by **September 1, 2021** and can be submitted prior to the due date.

ESSER III Background

- An LEA that receives ARP ESSER funds must:
 - Reserve at least **20 percent of the funds to measure and address the academic impact of lost instructional time** on all students, through the implementation of evidence-based interventions, such as interventions implemented through summer learning or summer enrichment, extended day, comprehensive after school programs, or extended school year programs.
 - The LEA must also **ensure that such interventions respond to students' academic, social, emotional, and mental health needs and address the impact of the COVID-19 pandemic on groups of students disproportionately impacted by the pandemic.**
 - **Maintain the health and safety of students, educators, and other staff** including describing the extent to which it has adopted policies aligned with CDC recommendations.

ESSER III Background

OMEGA Project	Period of Performance	Deadline to Submit OMEGA (<i>Reimbursement Requests to VDOE</i>)
CARES Act ESSER I	March 13, 2020 - September 30, 2022	November 15, 2022
CRRSA ESSER II	March 13, 2020 - September 30, 2023	November 15, 2023
ARP ESSER III	March 13, 2020 - September 30, 2024	November 15, 2024

ESSER III Background

- In developing its ARP ESSER plan, each LEA must engage in consultation with stakeholders.
- Provide the public the opportunity to provide input and take such input into account.
- At least every six months through September 30, 2023, the LEA must review and revise (as appropriate) its plan.
- Ninety percent of each state's award must be distributed to LEAs by formula (based on each school division's relative share of Title I, Part A, Federal Fiscal Year 2020 funds).
- Two thirds of the total award is available as of April 30, 2021; the remaining third will be available at the conclusion of a state application process.
- Within 90 days of receiving ARP ESSER awards, each LEA must submit a plan to the state.

ESSER III Background: *Engagement Summary*

DATE	DESCRIPTION DETAIL
15-Jul-20	SCPS Return to Learn Plan for the 2020-2021 School Year https://go.boarddocs.com/vsba/scs/Board.nsf/files/BSLKT3535A02/\$file/July%2015%20Return%20to%20Learn%20Board%20Mtg.pdf
20-Aug-20	The Virtual Opening and Return to Learn Update https://go.boarddocs.com/vsba/scs/Board.nsf/files/BSMLB454B472/\$file/August%20Board%20Update%20for%20Return%20to%20Learn%20(1).pdf
14-Sep-20	Updates on the Return to Learn Plan https://go.boarddocs.com/vsba/scs/Board.nsf/files/BTGN6X5C0C7C/\$file/September%20Board%20Update%20for%20Return%20to%20Learn.pdf
28-Sep-20	Special School Board Meeting - Update on the SCPS Return to Learn Plan for the 2020-2021 School Year - Hybrid Model
30-Nov-21	Special School Board Meeting - Update on The Return to Learn Plan
11-Jan-21	Update on the Return to Learn Plan https://go.boarddocs.com/vsba/scs/Board.nsf/files/BY2RFK6DCA64/\$file/Jan.%2011%2C%202021%20-%20School%20Board%20Superintendent's%20Update.pdf
26-Jan-21	Special Board Meeting - Consideration of Action on the Return to Learn Plan
8-Mar-21	Update on the Return to Learn Plan https://go.boarddocs.com/vsba/scs/Board.nsf/files/BYZN5D5D6B46/\$file/Dr.%20Baker's%20Presentation%203.8.21%20SB%20Mtg%20(2).pdf
12-Apr-21	Return to Learn - Final Quarter of School Year https://go.boarddocs.com/vsba/scs/Board.nsf/files/C23QJ567AB95/\$file/April%2012%2C%202021%20School%20Board%20presentation%20(1).pdf
10-May-21	Update on the Return to Learn Plan

ESSER III Approval Timeline

This section will provide the timeline for approving, budgeting and appropriation ESSER III funds



ESSER III Timeline

Date	Description
5/28/21	Department plans submitted to Finance.
6/2/21	Finalize grant draft financial plan.
6/2/21	Review plan with VDOE.
6/3/21	Invite all stakeholders for ESSER III review and input.
6/7/21	Finalize appropriation calendar with County, finalize presentation, and grant writing work session with instruction.
7/13/21	County Finance Committee packet due.
6/10/21	ESSER III community presentation, dialogue, and input.
6/14/21	Present plan to SB; Additional public input; Staff Request approval of ESSER II and ESSER III plans and authorize HR to begin advertising, interviewing, and hiring positions prior to school year.
6/16/21	Application submitted to VDOE for ESSER III allocation review/approval.
6/22/21	County BOS meeting -- Request Public Hearing for ESSER II and ESSER III allocation.
7/22/21	County Finance Committee Meeting
7/27/21	County BOS Request approval of ESSER II and ESSER III allocation.

LEGEND:

Staff
School Board
VDOE
County BOS



Instruction for All Students

This section will provide a high-level summary of the school division's ESSER III plan.



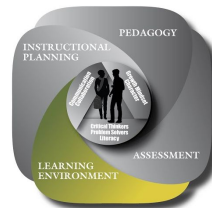
Planning for Post-pandemic Instruction

- As we embark upon an awakening in our schools this fall, we understand that students will return from the COVID-19 global pandemic as changed individuals.
- Many of our students will encounter greater challenges adjusting to life in the classroom, socially, emotionally, and academically.
- This Post-pandemic Instructional Plan offers a connection between our requested and planned resources, both human and capital, as well as the best practices which are outlined in our [Framework for Teaching and Learning](#).
 - Virginia Department of Education's key recommendations in [Virginia Learns: Navigating Virginia Education In Uncertain Times](#).
 - These documents clearly outline support methodology for students in need of academic and social-emotional interventions.

Our SCPS Plan

- SCPS has many of the necessary tenets in place to support our students. From our Strategic Plan, Engage 2025: Pathways to the Future, to our Teaching and Learning Framework, which outlines the need for essential core instructional components.
- SCPS strives to achieve success through data-driven planning, student-centered instructional delivery, and comprehensive assessment that drives remediation, intervention, and enrichment opportunities in order for students to achieve their personalized learning goals.

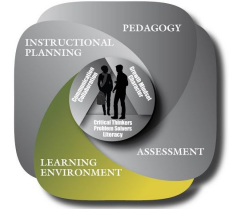




Enhanced Learning Environment

ESSR III Budget Item	Total (3 year) Estimated Cost	Impact to Students
ESOL Newcomer's Program	2.0 FTE \$455 thousand	Secondary English Learners who are new to the country will have access to intensive language, literacy, and numeracy instruction for a successful transition into the comprehensive school program. Position also supports Pedagogy and Assessment.
ESOL Teachers	2.0 FTE \$440 thousand	Current ESOL Teacher/Student ratios are ES-1:49, MS-1:58, HS-1:49 SOQ is 1:50. Decreased ESOL teacher to English Learner ratio provides students increased language and content support. Instructional Planning and Assessment.
ESOL Learning and School Support Specialist	1.0 FTE \$267 thousand	This position will provide increased access to professional learning, curriculum and instruction supports, and programmatic support. This will facilitate improved academic outcomes for English Learners. Culture of Learning and Growth.

Enhanced Learning Environment - Instructional Technology



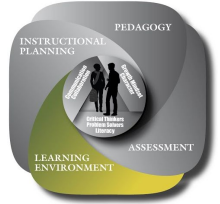
ESSR III Budget Item	Total (3 year) Estimated Costs	Impact to Students
Storage for Devices	\$250 thousand	Storage devices for elementary schools for a place to store, charge and secure the student devices that will be in the classrooms.
Chromebook Covers	\$78 thousand	Additional Chromebook covers are used to help protect the devices that are being used and transported.

Enhanced Learning Environment

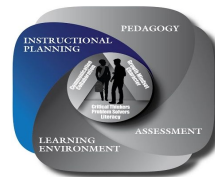


ESSR III Budget Item	Total (3 year) Estimated Costs	Impact to Students
Math Specialists	2.0 FTE \$533 thousand	There are currently 9 math specialists to support planning, instruction, and assessment in our 29 schools. Adding 2 additional math specialist positions increases targeted support for our schools.
Curriculum and Instructional Materials	\$1.4 million	Update content area curriculum materials and resources to align with VDOE cyclical release of new curriculum standards and frameworks.
Reading interventions: Read 180/System 44	\$55 thousand	READ 180/System 44 are reading interventions designed to improve the reading comprehension and fluency of students reading below grade level through data-driven instruction, adaptive software, and age-appropriate texts.
Transition Specialist for SPED Post Secondary Education and Planning	1.0 FTE \$189 thousand	The transition specialist will assist all 5 high schools in planning for post secondary education and employment for students with disabilities.

Enhanced Learning Environment

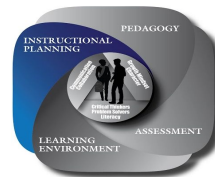


ESSR III Budget Item	Total (3 year) Estimated Costs	Impact to Students
Classroom Teachers	20 FTE \$4.4 million	To support lowering class size and growing enrollment in our K-12 classrooms. To promote greater individualized learning opportunities and targeted interventions. To support the instructional needs of our Virtual Academy. In K-3 we have a class-size thresholds required by state regulation that we must meet.



Enhanced Instructional Planning

ESSR III Budget Item	Total (3 year) Estimated Costs	Impact to Students
45 Paraeducators for Elementary Schools Additional paras to be allocated at a ratio of 1 para: 2 classrooms in K and 1st grades	45.0 FTE \$5.27 million	Well-trained instructional paras will support literacy and numeracy interventions at each of our elementary schools. The support includes but is not limited to: - RISE, a reading intervention model; - interventions identified by digital programs such as Lexia for reading and iReady for math and; - on-time recovery and intervention during core instruction - SEL support.



Enhanced Instructional Planning

ESSR III Budget Item	Total (3 year) Estimated Costs	Impact to Students
4 Lead Instructional Support Specialists	4.0 FTE \$880 thousand	These teachers will provide oversight of intervention data tracking, in our largest 4 elementary schools. They will work as directed by the principal.
Secondary Lead Interventionist/Data Coach	12.0 FTE \$2.2 million	To support our top six secondary schools in year one with full implementation at the remaining secondary schools in year two; these individuals will serve as lead support to oversee the implementation of remedial and intervention strategies in both literacy and numeracy, as well as work with all content staff in ongoing data analysis for targeting individual student needs and growth opportunities.



Enhanced Culture of Learning and Growth

ESSR III Budget Item	Total (3 year) Estimated Costs	Impact to Students
SCPS Virtual Academy Administrator and Bookkeeper	2.0 FTE \$588 thousand	With the incorporation of an all virtual learning opportunity, these two individuals would oversee the K-12 Virtual Academy.
Language Essentials for Teachers of Reading and Spelling (LETRS)	\$520 thousand	Language Essentials for Teachers of Reading and Spelling is a evidence-based professional learning for teachers. It gives a concrete way to teach reading and spelling and supports closing gaps in phonemic awareness, phonics and spelling. This affords 2 years for training and implementation.



Enhanced Culture of Learning and Growth

ESSR III Budget Item	Total (3 year) Estimated Costs	Impact to Students
English Learner Family Engagement Specialist	1.0 FTE \$220 thousand	The English Learner Family Engagement Specialist will impact increased student engagement in school and academic success through connections with school and community resources and improved school-family communications.
Spotsy Learning Exchange: Targeted Professional Learning	\$45 thousand	Teachers will receive targeted professional learning related to division priorities and student learning needs.

Other Needs

ESSR III Budget Item	Total (3 year) Estimated Costs	Impact to Students
FY 2022 Budget Needs Approved by the School Board	5.0 FTE \$967.5 thousand	This item includes the 5 FTE positions approved by the SB as part of the FY 2022 Budget process. These positions include 2 Counselors/Social Workers; 1 ESOL Teacher; and 2 Technology Support Positions.
Continuation of Needs in Coordination with ESSER I and/or ESSER II	\$1.42 million	These items include systems and technology supports that are multi year and the costs have been bundled with ESSER I and/or ESSER II in order to facilitate the fiduciary limits set for each grant. They include iReady, Renaissance STAR, Lexia, and hotspots.
Facilities	2.0 FTE \$1.49 million	This project includes modernization of air handles and controls at the elementary school level for improved air quality. In addition, increased staff for increased preventive maintenance.
Other Reimbursements	\$1.05 million	These reimbursements cover specific COVID 19 related costs incurred by the school division related to areas such as fleet and the health fund, above and beyond normal operations as a result of the pandemic.

Request: School Board Approval

Staff requests that the school board approve the draft plan and budget for ESSER II (\$6,099,492) and ESSER III (\$9,236,843) and authorize staff to begin advertising, interviewing, and hiring positions (99 FTE) in preparation for the upcoming school year.

Total FY 2022: \$15,336,335; 99 FTE (ESSER II and III)

ESSER I and II Appropriation Plan by Year

Request ☐	Category ☐	Dept. / Level ☐	FTE	FY 2021	FY 2022	FY 2023	FY 2024	Total
☒ ESSER II	☒ Instruction	All Levels (ES, MS, HS)	\$ -	\$ 2,000,000	\$ 854,100	\$ -	\$ -	\$ 2,854,100
		Technology	\$ -	\$ 570,000	\$ 2,626,003	\$ -	\$ -	\$ 3,196,003
		SPED / Heath	\$ -	\$ 1,430,000	\$ 239,316	\$ -	\$ -	\$ 1,669,316
	☒ Other	Facilities	\$ -		\$ 2,380,073	\$ -	\$ -	\$ 2,380,073
ESSER II Total			\$ -	\$ 4,000,000	\$ 6,099,492	\$ -	\$ -	\$ 10,099,492
☒ ESSER III	☒ Already Approved by the SB	All Levels (ES, MS, HS)	\$ 5	\$ -	\$ 322,500	\$ 322,500	\$ 322,500	\$ 967,500
	☒ Continuation of ESSER I / II	All Levels (ES, MS, HS)	\$ -	\$ -	\$ 985,885	\$ 249,900	\$ -	\$ 1,235,785
		Technology	\$ -	\$ -	\$ -	\$ 180,000	\$ -	\$ 180,000
	☒ Instruction	All Levels (ES, MS, HS)	\$ 24	\$ -	\$ 1,839,800	\$ 1,839,800	\$ 1,839,800	\$ 5,519,400
		Elementary	\$ 49	\$ -	\$ 3,680,858	\$ 2,308,740	\$ 2,048,740	\$ 8,038,338
		ESOL	\$ 6	\$ -	\$ 470,400	\$ 455,400	\$ 510,400	\$ 1,436,200
		Facilities	\$ 2	\$ -	\$ 89,600	\$ 89,600	\$ 89,600	\$ 268,800
		Prof. Learning	\$ -	\$ -	\$ 45,000	\$ -	\$ -	\$ 45,000
		Secondary	\$ 12	\$ -	\$ 439,800	\$ 879,600	\$ 879,600	\$ 2,199,000
		Technology	\$ -	\$ -	\$ 250,000	\$ 78,000	\$ -	\$ 328,000
		SPED / Heath	\$ 1	\$ -	\$ 63,000	\$ 63,000	\$ 63,000	\$ 189,000
	☒ Other	Facilities	\$ -	\$ -	\$ -	\$ 1,225,000	\$ -	\$ 1,225,000
		Fleet Fund	\$ -	\$ -	\$ 300,000	\$ -	\$ -	\$ 300,000
		Health Fund	\$ -	\$ -	\$ 750,000	\$ -	\$ -	\$ 750,000
ESSER III Total			\$ 99	\$ -	\$ 9,236,843	\$ 7,691,540	\$ 5,753,640	\$ 22,682,023
Grand Total			\$ 99	\$ 4,000,000	\$ 15,336,335	\$ 7,691,540	\$ 5,753,640	\$ 32,781,515

Next Step: County BOS Public Hearing

The next step is to request approval from the County BOS after a public hearing on July 27, 2021 (This public hearing will be requested on June 22, 2021). The plan will be finalized after review and approval from the VDOE.

END OF PRESENTATION

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

Meeting Date:	July 27, 2021
Title:	R20-0008 (RO20-0008) Linda C. Curtis & Leigh Ann Curtis-Chapman (Rappahannock Development Group, LLC) Saddle Creek (Salem District)

Type:	Action, Resolution, Public Hearing, Ordinance, Power Point Presentation
Agenda Title:	R20-0008 (RO20-0008) Linda C. Curtis & Leigh Ann Curtis-Chapman (Rappahannock Development Group, LLC) Saddle Creek (Salem District)
Recommendation:	The Planning Commission held a public hearing for the request on June 16, 2021. On a motion by Ms. Maddox, seconded by Mr. Childress, the Planning Commission voted 5-1 to recommend approval of R20-0008 with the proffer statement dated May 28, 2021 Staff recommends approval with the proffer statement dated May 28, 2021.
Summary:	The applicant requests a rezoning of three (3) parcels consisting of approximately 48.42 acres from Residential 1 (R-1) to Planned Development Housing 3 (PDH-3) with proffers for the development of 101 single family detached dwelling units. The properties are located on the south side of Piedmont Drive (Route 673) approximately 0.4 miles from its intersection with Harrison Road (Route 620). The properties are addressed as 11501 Piedmont Drive, 11513 Piedmont Drive, and 6020 Harrison Road. The properties are located within the Primary Development Boundary. The properties are designated for Low Density Residential on the Future Land Use Map of the Comprehensive Plan. Tax parcels 22 (A) 103, 22 (11) 4B, 22 (11) 5. Salem Voting District. At full build out the proposed development is projected to generate an estimated 210 new residents

with 40 being school-aged children (18 elementary school students, 9 middle school students, and 13 high school students). As of October 1, 2020 with current school district boundaries, there is existing capacity in the elementary and high school to accommodate the projected students. Currently Chancellor Middle School only has capacity for 7 additional students, and the projected 9 middle school students will exceed capacity by 2 students. To mitigate the proposed impact, the applicant has offered a cash contribution of \$130,00.13 for schools.

Committee/Commission Summary:

Planning Commission

Review Date:

June 16, 2021

Status:

Approved

Financial Impact:

Based on the estimated assessed values of the proposed units, the County's model projects the Saddle Creek development will generate annually a net positive \$103,304 in tax revenues.

Staff Contacts:

Shannon D. Fennell, Planner III

Legal Counsel:

Alexandra Spaulding, Senior Assistant County Attorney

Additional Background/Other Considerations:

Should the Board wish to approve this rezoning, the Board should consider the approval of the draft Condemnation Agreement first. Staff will present the agreement concurrently with the rezoning request.

Consequence of Denial/Inaction:

By-right the subject parcel could be developed with 32 single-family residential lots in a cluster subdivision under the current zoning.

ATTACHMENTS:

File Name	Description	Type
R20-0008_Saddle_Creek_BOS_Presentation.pptx	Presentation	Presentation
BOS_Staff_Report-_Saddle_Creek.docx	Staff Report	Staff Report
Voluntary_Proffer_Statement_210607.pdf	Applicant's Proffers	Agreement
Saddle_Creek_Proffers_with_Exhibits.pdf	Applicant's Proffers with Exhibits	Agreement
470-1008GDP_051721_REV1.pdf	Proffered Exhibit A - Generalized Development Plan	GDP
2021-05-17_-_Exhibit_B_-_Condemnation_Exhibit.PDF	Proffered Exhibit B- Banks Lane Condemnation	Exhibit
	Proffered Exhibit C-	

Exhibit_C_-_Tot_Lot.PDF	Tot Lot	Exhibit
Saddle_Creek_Condemnation_Agreement_with_Exhibits.pdf	Proffered Exhibit D - Saddle Creek Agreement with Exhibits	Agreement
2020-09-14_Revised_Rezoning_Application.PDF	Application	Backup Material
2020-09-09_-_GDP_Narrative_-_Saddle_Creek.DOC	Application Narrative	Backup Material
Exhibit_D1_-_Banks_Lane_TIA_-Saddle_Creek_-_Revised_TIA_-_081320_(3).PDF	Applicant's TIA	Backup Material
pcmin21_0616.docx	PC Minutes - June 16,2021	Minutes
bos_20210727.doc	BOS Advertisement	Backup Material
Letter_in_opposition.pdf	Citizen Concern- Letter in Opposition	Letter
Draft_Approval_Ordinance.docx	Draft Approval Ordinance	Ordinance
Denial_Resolution.doc	Draft Denial Resolution	Resolution

R20-0008

Project: Saddle Creek

Owner: Linda C. Curtis and Leigh Ann Curtis-Chapman

Applicant: Rappahannock Development Group

Salem Voting District

Board of Supervisors Public Hearing

July 27, 2021

Shannon D. Fennell, Planner III



R20-0008

Project: Saddle Creek

Owner: Linda C. Curtis and Leigh Ann Curtis-Chapman

Applicant: Rappahannock Development Group

Salem Voting District

Request

- The applicant requests the rezoning of three (3) parcels of approximately 48.42 acres be rezoned from Residential 1 (R-1) to Planned Development Housing 3 District (PDH-3) with proffers.

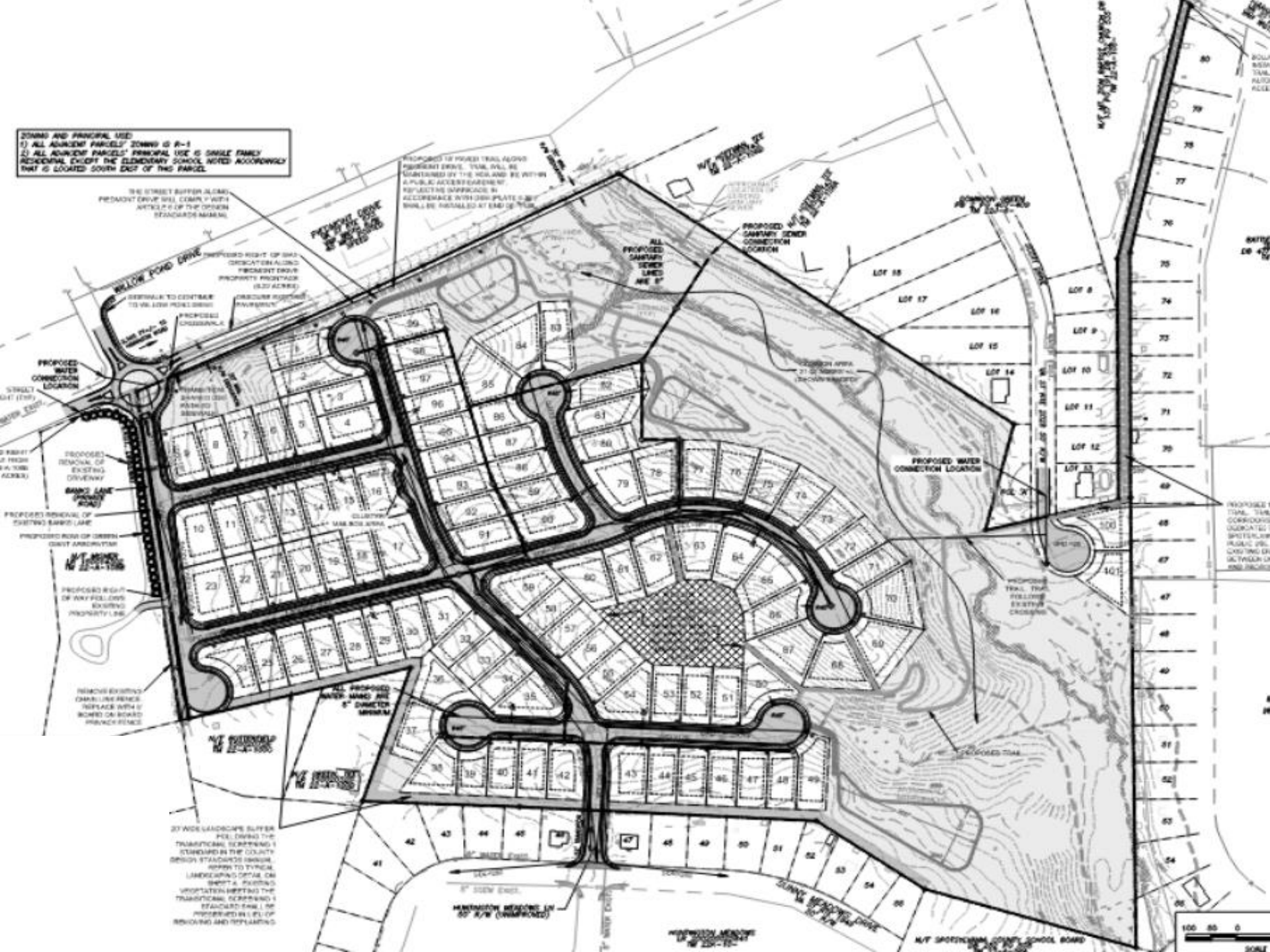
Recommendation

- The Planning Commission with a 5-1 vote and staff recommend approval of R20-0008 with proffers dated May 28, 2021.





ZONING AND PRINCIPAL USE:
 1) ALL ADJACENT PARCELS' ZONING IS R-1
 2) ALL ADJACENT PARCELS' PRINCIPAL USE IS SINGLE FAMILY RESIDENTIAL EXCEPT THE ELEMENTARY SCHOOL NOTED ACCORDING THAT IS LOCATED SOUTH EAST OF THIS PARCEL



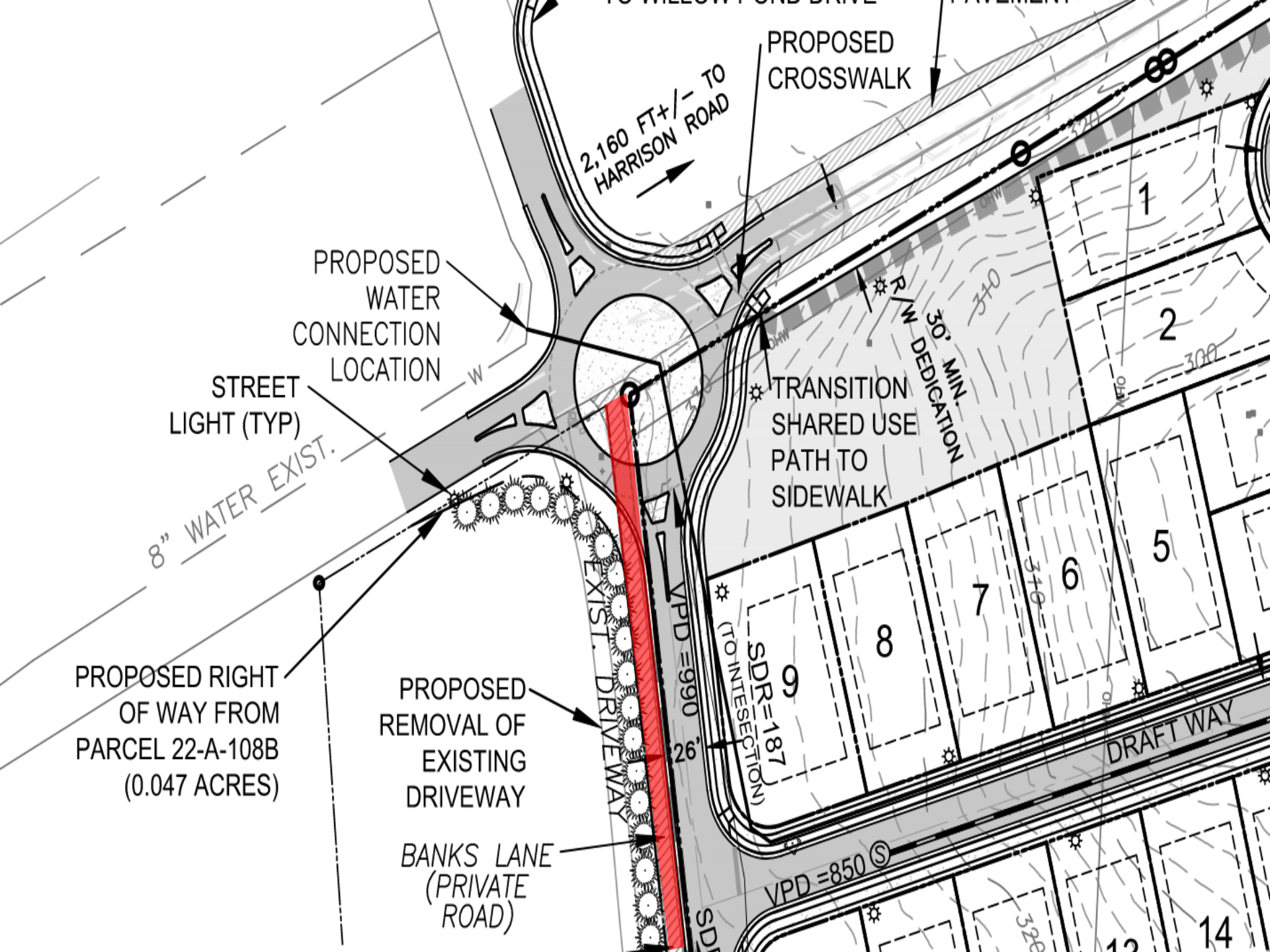
27' WIDE LANDSCAPE BUFFER
 FILL DURING THE
 TRANSMISSION SCHEMING
 STANDARD IN THE COUNTY
 DESIGN STANDARDS BOOK.
 REFER TO TYPICAL
 LANDSCAPING DETAIL ON
 SHEET A. PLANTING
 VEGETATION MEETING THE
 TRANSMISSION SCHEMING
 STANDARD SHALL BE
 PROVIDED IN FULL OF
 REMOVING AND REPLANTING

8" WATER MAIN
 8" WATER MAIN
 8" WATER MAIN

NORTH ARROW
 OF THE
 PLAN

N/T SPOTSWOOD COUNTY SCHOOL BOARD

100 50 0
 SCALE



2,160 FT +/- TO
HARRISON ROAD

PROPOSED
CROSSWALK

PROPOSED
WATER
CONNECTION
LOCATION

STREET
LIGHT (TYP)
8" WATER EXIST.

PROPOSED RIGHT
OF WAY FROM
PARCEL 22-A-108B
(0.047 ACRES)

PROPOSED
REMOVAL OF
EXISTING
DRIVEWAY

BANKS LANE
(PRIVATE
ROAD)

TRANSITION
SHARED USE
PATH TO
SIDEWALK

30' MIN.
P/W DEDICATION

VPD = 990
26'
SDR = 187
(TO INTERSECTION)

VPD = 850 @

DRAFT WAY

1

2

5

6

7

8

9

12

14

R20-0008

Project: Saddle Creek

Owner: Linda C. Curtis and Leigh Ann Curtis-Chapman

Applicant: Rappahannock Development Group

Salem Voting District

Transportation Analysis

Daily Trips	AM Peak Hour	PM Peak Hour
1,088	B	A

County Transportation Staff and VDOT found:

- LOS significantly increases with the proposed Piedmont Drive/Chancellor Drive/Saddle Creek Drive improvements



R20-0008

Project: Saddle Creek

Owner: Linda C. Curtis and Leigh Ann Curtis-Chapman

Applicant: Rappahannock Development Group

Salem Voting District

Transportation Analysis, cont.

- No significant change in Piedmont/Harrison intersection LOS
- Development contributes to the degradation of LOS at the Harrison Road/Leavells Road/Salem Church Road intersection.
- Applicant proffered cash contribution towards future intersection improvements



R20-0008

Project: Saddle Creek

Owner: Linda C. Curtis and Leigh Ann Curtis-Chapman

Applicant: Rappahannock Development Group

Salem Voting District

Comprehensive Plan Analysis

- **The proposal is generally in conformance with the Comprehensive Plan, with the expectation of:**
 - Transportation
 - Public Facilities



R20-0008

Project: Saddle Creek

Owner: Linda C. Curtis and Leigh Ann Curtis-Chapman

Applicant: Rappahannock Development Group

Salem Voting District

Applicant's Proffers:

➤ Generalized Development Plan Conformance

➤ Land Use

- 101 SFD

➤ Roundabout & Off-site Transportation Proffers

- Off-site right of way must be dedicated prior to site plan approval and as a condition of any condemnation
- construction of a one lane roundabout at the Piedmont Drive/Saddle Creek Drive/Chancellor Park Drive intersection
- The project will not be constructed without the condemnation as identified on the GDP
- Subject to the approval of the rezoning the condemnation agreement must be executed by the applicant within 45 days

➤ Additional Transportation Proffers

- Installation of pedestrian crosswalk across Piedmont
- Installation of a 10-foot paved multi-use trail located on the south side of Piedmont Drive
- the extension of the sidewalk on the east side of Chancellor Park Drive from the roundabout to Willow Pond Drive,
- the dedication of 0.22 acres of right of way along Piedmont Drive
- Installation of improvements on Saddle Creek Drive as shown on the GDP



R20-0008

Project: Saddle Creek

Owner: Linda C. Curtis and Leigh Ann Curtis-Chapman

Applicant: Rappahannock Development Group

Salem Voting District

Applicant's Proffers:

- **Total Cash Contributions for Schools \$130,000.13**
- **Total Cash Contribution for Public Safety \$8,531.47**
- **Additional Proffers:**
 - A 5-foot wide mulch trail,
 - 20' landscape buffer,
 - Minimum lot size of 6,000 sf,
 - Tot lot with picnic area,
 - Two paved 10' trails, one of which will be dedicated to Parks & Recreation
 - A cash contribution of \$56,024.04 towards VDOT's Safe Routes To School Sidewalk grant
 - A cash contribution of \$200,000 towards Harrison/Salem Church/Leavells Rd intersection improvements.



R20-0008

Project: Saddle Creek

Owner: Linda C. Curtis and Leigh Ann Curtis-Chapman

Applicant: Rappahannock Development Group

Salem Voting District

Fiscal Impact Analysis

- The applicant has provided a Fiscal Impact Analysis (FIA) which asserts the project will have a positive net annual revenue of \$109,445 at full build out based on the estimated assessed values of the units.
- Staff completed a separate fiscal impact analysis utilizing the County's model, based on the projected assessed values of the units the County's model projects the Saddle Creek development will generate annually a net positive \$103,304 in tax revenues.



R20-0008

Project: Saddle Creek

Owner: Linda C. Curtis and Leigh Ann Curtis-Chapman

Applicant: Rappahannock Development Group

Salem Voting District

Findings In Favor

- Consistent with the intent of the Primary Development and consistent with the Comprehensive Plan as it provides a diverse housing stock, quality open space, and pedestrian connectivity
- Density proposed is less than that of the surrounding developments
- Positive annual fiscal benefit
- Cash contributions to mitigate impacts on Public Safety & Schools
- Cash contributions to the County's match for a future grant
- Improvement to LOS at Piedmont/Chancellor Park Dr/Banks Lane with the proposed transportation improvements
- Cash contribution to intersection improvements



R20-0008

Project: Saddle Creek

Owner: Linda C. Curtis and Leigh Ann Curtis-Chapman

Applicant: Rappahannock Development Group

Salem Voting District

Finding Against

- Degradation of westbound LOS at Harrison Road intersection
- Impacts on Recreational Facilities not mitigated



R20-0008

Project: Saddle Creek

Owner: Linda C. Curtis and Leigh Ann Curtis-Chapman

Applicant: Rappahannock Development Group

Salem Voting District

Recommendation

Given the Findings in Favor, the Planning Commission with a vote of 5-1 and staff recommend approval of R0-0008 with the proffers dated May 28, 2021.



R20-0008

Project: Saddle Creek

Owner: Linda C. Curtis and Leigh Ann Curtis-Chapman

Applicant: Rappahannock Development Group

Salem Voting District

Board of Supervisors Public Hearing

July 27, 2021

Shannon D. Fennell, Planner III





County of Spotsylvania

Department of Planning

Staff Report

Rezoning # R20-0008
(Salem Voting District)

Board of Supervisors
July 27, 2021

Planning Commission Recommendation: Approval with a vote of 5-1, with the proffer statement dated May 28, 2021.

Staff Recommendation: Approval with the proffer statement dated May 28, 2021.

Project: "Saddle Creek"

Owner/Applicant: Linda C. Curtis and Leigh Ann Curtis-Chapman (Rappahannock Development Group, LLC)

Request: The applicant requests the rezoning of three (3) parcels of approximately 48.42 acres from Residential 1 (R-1) to Planned Development Housing 3 (PDH-3) with proffers for the development of 101 single family detached dwelling units.

Tax Map Parcel(s): 22 (A) 103, 22 (11) 4B, 22 (11) 5

Location: The properties are located on the southeast quadrant of the Piedmont Road (Route 673), Chancellor Park Drive (Route 2030), and Banks Lane (private) intersection approximately 0.4 miles south west of the Piedmont Road (Route 673) and Harrison Road (Route 620) intersection. The properties are addressed as 11501 Piedmont Drive, 11513 Piedmont Drive, and 6020 Harrison Road. The subject property are located within the Primary Development Boundary.

Zoning Overlay: Highway Corridor Overlay

Future Land Use Designation: Low-Density Residential

Historic Resources: The project site was not considered to be part of a core area associated with the Battle of Chancellorsville; however, the site did fall within the battlefield study area.

Date Application Deemed Complete: July 9, 2020

Community Meeting: Due to the COVID-19 restrictions, a virtual community forum remained open from June 5 - 19, 2020 to allow adjacent property owners the opportunity to ask questions and voice concerns regarding the proposed development. The applicant received 26 inquires, the majority of which expressed concerns about the increase in traffic and the impacts on the schools.

Figure 1: Zoning Map

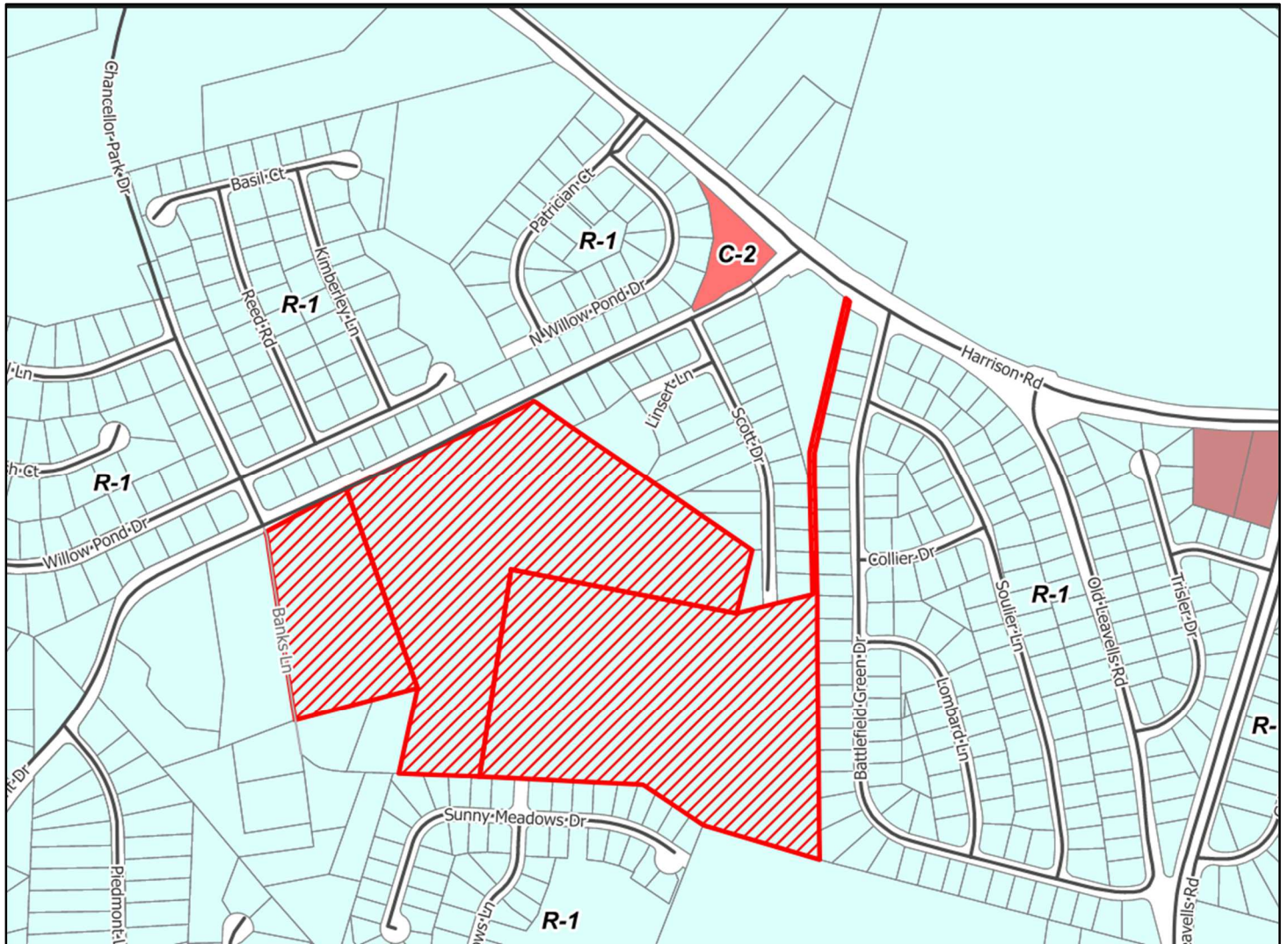


Figure 2: Aerial Map



The Site

The project site is approximately 48.42 acres, comprised of two vacant parcels and one single family residential property. The existing conditions of the site include open pastures, mature trees along portions of the property boundaries and a strip of vegetated wetlands to the east of the site. The subject properties are located on the southeast quadrant of the Piedmont Road (Route 673), Chancellor Park Drive (Route 2030), and Banks Lane (private) intersection approximately 0.4 miles from the Piedmont Road (Route 673) and Harrison Road (Route 620) intersection. The properties are addressed as 11501 Piedmont Drive, 11513 Piedmont Drive, and 6020 Harrison Road. The project site is located within the County's Primary Development Boundary which is intended to develop with higher residential densities. The project site and the surrounding developed area is designated on the Future Land Use Map in the Comprehensive Plan as Low Density Residential. As per the Comprehensive Plan the Low Density Residential designation is reserved for single family attached and detached residences. The property is currently zoned Residential 1 (R-1). The by-right development potential of the subject site is 32 single-family detached units, with a density of 1 dwelling unit per 1.5 acres. The site is bordered to the south by parcels that are within the Huntington Meadows Subdivision 2.2 dwelling units per acre, zoned R-1. To the east are parcels within the Dominion Green Subdivision with a density of 2.8 dwelling units per acre, and the Battlefield Green Subdivision with a density of 2.9 dwelling units per acre, zoned R-1. To the west adjacent to Banks Lane are a cluster of single family dwellings with a density of 1.5 dwelling units per acre, zoned R-1. Across Piedmont Drive to the northwest, north and northeast are parcels within Chancellor Park Subdivision with a density of 2.5 dwelling units per acre, Jackson Meadows Subdivision with a density of 2.3 dwelling units per acre and Willow Pond Subdivision with a density of 2.4 dwelling units per acre, all of which are zoned R-1.

Although the overall density can be as high as four units per acre, lower densities are appropriate and encouraged considering the existing land use patterns. The density of 2 dwelling units per acre is less than the highest density permitted within low density land use designation.

I. Project Proposal

The applicant proposes to rezone the subject parcels from Residential 1 District (R-1) to the Planned Development Housing 3 District (PDH-3) with proffers. If approved, the applicant will develop 101 single-family detached homes, with a density of 2 dwelling units per acre. Staff notes that the density proposed with the Saddle Creek development is marginally less than the density of adjacent existing subdivisions.

The project will be served by a public road network, as all subdivision streets will be public and connect to Piedmont Drive and Huntington Meadows Lane both of which are public right of ways and maintained by VDOT. Initial entrance designs included a left turn lane in to the property on Piedmont; however, concerns were raised regarding the close proximity to the Piedmont Drive and Chancellor Park Drive intersection and potential safety concerns lead the applicant to investigate the possibility of incorporating what is currently Banks Lane into the development as the primary access off Piedmont Drive with a traffic signal. Upon further study it was determined by VDOT that that conceptual intersection did not meet VDOT's signal warrants. As a result, the entrance design is a one lane roundabout, adjoining the entrance at Piedmont Drive opposite Chancellor Park Drive to mitigate this development's impact on the County's transportation facilities and its

neighbors. As proposed the roundabout would significantly improve the existing traffic condition increasing the Levels of Service (LOS) from D and E for northbound left/right turning movements and southbound left turning movements (respectively) to and overall LOS B during the AM peak and LOS A during the PM peak. A variable width of right of way must be dedicated along Piedmont Drive to provide for the proposed road improvements. Upon further review of the proposed improvements and a title report for Banks Lane, it was discovered by the applicant that there was no evidence of any fee simple conveyance of the approximately 670-foot private road known as Banks Lane. Therefore, in order to construct the roundabout as proposed and dedicate the roundabout and proposed Saddle Creek Drive to VDOT for acceptance into the Commonwealth's Secondary Highway System, the applicant requests the County to condemn the area currently known as Banks Lane and as identified on the proffered exhibits.

Should the Board of Supervisors approve the rezoning and decide to condemn Banks Lane in its entirety the roundabout improvement and new public road, Saddle Creek Drive, will serve as public facilities and mitigate the proposal's impact on the County's transportation facilities and its neighbors. The roundabout will serve as the primary entrance for the Saddle Creek development and seven (7) other existing residential properties. If the rezoning is approved, the applicant will enter into an agreement with the County regarding the potential condemnation. The draft agreement is incorporated by reference in the applicant's proffer statement and identifies terms and conditions related to the potential condemnation process.

Based on County projections the development will generate an estimated 210 new residents (above the by-right use) with 40 being school-aged children at full build out (18 elementary school students, 9 middle school students, and 13 high school students). The new students from the development will attend Battlefield Elementary, Chancellor Middle and Chancellor High Schools. As of October 1, 2020 and current school district boundaries, there is existing capacity in the elementary and high schools to accommodate the projected students. Currently, Chancellor Middle School has capacity for 7 additional students, and the projected 9 middle school students will cause enrollment to exceed capacity by 2 students. Currently, there are no Capital Improvement projects for the Chancellor Middle School; however, to mitigate the projected impact the applicant has offered a cash contribution of \$130,000.13 towards a future school expansion project.

- A. Generalized Development Plan (GDP)** – The applicant's GDP depicts 101 single-family detached units, two of the development's lots, Lot 100 and 101 will be served by the extension of Scott Drive and not connected by vehicular access to the overall Saddle Creek subdivision. The Saddle Creek development, including the 99 lots, will have two points of access, with the primary access provided from Piedmont Drive and the secondary access provided through an existing interparcel connection to the Huntington Meadows Subdivision. The GDP shows a single-lane roundabout located at the Piedmont Drive, Chancellor Park Drive, and proposed Saddle Creek Drive intersection, which will provide access to seven (7) existing residential single-family residences. The GDP depicts the proposed dedication of 0.267 acres of right of way along Piedmont Drive and all of the roads proposed throughout the development will be public. The GDP depicts pedestrian connectivity throughout the site that will serve all 101 lots within the development and features a 10-foot wide paved multi-use trail along Piedmont Drive, a 5-foot wide shredded mulch trail through the common open area and connecting to another 10-foot wide paved trail that will span from Scott Drive to Harrison Road. This segment of the trail will be

dedicated to the County as a future point of connection to the VCR Trail. The development also provides 5-foot sidewalks along all internal roads connecting to the existing sidewalks in Huntington Meadows Subdivision and connecting to the 10-foot wide paved trail along Piedmont Drive. To increase pedestrian connectivity, a crosswalk is proposed from the southeast quadrant to the northeast quadrant of the Piedmont Drive roundabout and the sidewalk is extended to Willow Pond Drive. two lots but subject to Saddle Creek covenants and restrictions and allowed to access common area and amenities Approximately 45% (21.98 acres) of the property will be maintained as open space which exceeds the 30% (14.52 acres) as required by the PDH-3 Zoning Ordinance. The open space includes a cluster mailbox area and tot lot with playground equipment, benches and picnic tables. The GDP depicts a 20-foot landscape buffer consisting of existing mature trees that will be preserved along the southern property lines and adjacent to residential lots in the Huntington Meadows Subdivision and along two parcels along located at the end of Banks Lane. The installation of a row of evergreen trees and the replacement of an existing chain link fence with a 6' board on board fence along the proposed Saddle Creek Drive to provide screening to the adjacent property owners, is also shown on the GDP. The project will connect to the existing 8-inch water line along Piedmont Drive and extend it to connect to another existing 8-inch water line that is located along Huntington Meadows Lane. Sanitary sewer will be provided by the existing 8-inch sewer line that runs along the northeast side of the site from the Dominion Green Subdivision.

- B. Fiscal Impact Analysis** – The applicant has provided a Fiscal Impact Analysis (FIA) which asserts the Saddle Creek project will be developed within four to five years, subject to market conditions with an anticipated average sales price between \$360,000 and \$375,000 per unit, and an average dwelling size of 2,200 square feet. The applicant's FIA estimates that the project is expected to generate approximately \$432,252 in real estate and personal property tax revenues and \$87,581 in off-site revenues annually after full build out. The applicant's FIA estimates the annual tax-supported cost (cost of County services that may be required for the new citizens) of the project to be \$423,563 annually thereby generating a net revenue after full build-out of \$109,445 in current dollars.

Staff completed a separate fiscal impact analysis utilizing the County's model and based on the projected assessed values of the proposed units the County's model projects the Saddle Creek development will generate annually a net positive \$103,304 in tax revenues.

- C. Proffer Statement Summary** – The applicant has provided a proffer statement dated May 28, 2021 for the Planning Commission and Board of Supervisors' consideration. Below is an itemized list of the submitted proffers including a summary and staff analysis of each proffer in italics.

- 1. General Development-** The applicant commits to develop the subject property in conformance with the Generalized Development Plan (GDP) dated February 18, 2020 and last revised on May 17, 2021. 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.

2. **Use-** The applicant commits the property will be developed for no more than 101 single-family detached units and shall not be developed for any other secondary uses allowed under the PDH-3 district, except for any home occupation and accessory use authorized under the PDH-3 district.

Staff is supportive of this proffer as the applicant has committed to a minimum lot size and the density proposed (2 dwelling units per acre) is consistent with the low-density residential land use designation; staff also notes that the proposed density is less than the density of adjacent existing subdivisions: Battlefield Green, Dominion Green, Huntington Meadows, Jackson Meadows, Willow Pond and Chancellor Park (sections 1-3) as the densities of these developments range from 2.2 dwelling units per acre to 3.0 dwelling units per acre.

3. **Transportation** – The applicant has committed to the construction of the Piedmont Drive/Saddle Creek Drive intersection improvements as identified on the GDP. Both the dedication of 0.047 acres of off-site right of way and the condemnation of Banks Lane must occur prior to site plan approval and construction of the project. Additionally, the Condemnation Agreement must be executed by the Applicant and Owners within 45 days of the date of rezoning as a condition of construction of the project and site plan approval. Subject to the previously mentioned proffers and final review and approval by VDOT and the County the applicants also commits to: the construction of a one lane roundabout at the Piedmont Drive/Saddle Creek Drive/Chancellor Park Drive intersection, the installation of a pedestrian crosswalk across Piedmont Drive, the installation of a 10-foot paved multi-use trail located on the south side of Piedmont Drive, the extension of the sidewalk on the east side of Chancellor Park Drive from the roundabout to Willow Pond Drive, the dedication of 0.22 acres of right of way along Piedmont Drive and the installation and construction of all improvements along Saddle Creek Drive as shown on the GDP.

Staff is supportive of these proffers as an appropriate mitigation of the project's impact to the County's transportation network. Based on VDOT's review, a signal is not warranted at the proposed Piedmont Drive/Saddle Creek Drive/Chancellor Park Drive intersection. To improve the existing LOS at this intersection and to address safety concerns; the applicant has proffered the necessary right of way, and action items that must occur to ultimately construct the proposed roundabout. Also, the additional right of way offered along Piedmont Drive will relieve some of the County's financial burden for future roadway projects.

4. **Cash Proffers and Escalation Clause** – The applicant has committed to pay a total cash contribution of \$138,531.60 (\$1,371.60 per unit) in order to mitigate the project's impacts on Public Safety and Schools. Additionally, the cash proffer will be adjusted annually on January 1st to reflect any increase for the preceding year in Consumer Price Index.

A cash contribution is an "offsite proffer" which is a proffer addressing an impact outside the boundaries of the property to be developed. The applicant may mitigate the development's impacts on public 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.

Saddle Creek will generate additional demands on Public Safety. Currently, there is no excess capacity at Fire Rescue Station 6 to accommodate the projected calls associated with this development. There is a Bunk Room Expansion for Fire & Rescue Station #6 that is currently under construction. This bunk room expansion will accommodate additional staff persons; therefore, addressing the existing lack of capacity for the area served by this station. In order to determine the impact of the Saddle Creek development 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 has proffered to contribute a total of \$8,531.47 (\$84.47 per unit) for public safety which is reasonable and legally acceptable based on staff's analysis.

Additionally, the Saddle Creek development will generate 40 school-aged children at full build out (18 elementary, 9 middle, and 13 high school students). As of October 1, 2020 and current school district boundaries, there is existing capacity in the elementary and high schools to accommodate the projected students. Currently, Chancellor Middle School has capacity for 7 additional students, and the projected 9 middle school students will cause enrollment to exceed capacity by 2 students. Currently, there are no Capital Improvement projects for the Chancellor Middle School; however, to mitigate the projected impact the applicant has offered a cash contribution of \$130,000.13 towards a future school expansion project.

5. Additional Proffers-

- a) The applicant commits to provide a 5-foot wide, low-impact, shredded mulch trail connecting Scott Drive to Piedmont Drive and Farrier Way which will be constructed and installed within the Property, as shown on the GDP, prior to the issuance of the certificate of occupancy permit (whether temporary or final) for the fiftieth (50th) Unit.

Staff is supportive of this proffer as the trails provide connections to the sidewalks along Piedmont Drive. Additionally, the trails within the open space and throughout the development provide enjoyable and safe alternatives to automobile use to the nearby school complex, library, County Park, and recently approved convenient stores; which reduces air pollution, and traffic congestion. The recreation, health, transportation and environmental benefits collectively can contribute to an overall enhanced quality of life in communities. Lastly, staff notes that this trail will be constructed of a natural material; therefore, reducing storm water runoff and enhances the water quality.

- b) A 20-foot-wide landscaping buffer along the common property boundary with the Huntington Meadows subdivision, and Tax Map Parcels 22-A-108B, 22-A-100C, and 22-A-100D (the "Adjoining Parcels") will be constructed and installed, as shown on the GDP, prior to construction of any Units on lots abutting the Adjoining Parcels.

Staff is supportive of this proffer as transitional screening between two single family detached developments is not required per the DSM; however, the 20 feet of the existing mature trees will remain along the southern property line, as shown on the GDP providing a buffer to adjacent residences on Banks Lane and within the Huntington Meadows Subdivision. The timing of installation will further assist in mitigating construction noise and visual-related nuisances for the adjoining property owners.

- c) The minimum lot size for each Unit will be 6,000 square feet.

Staff is supportive of this proffer as the PDH-3 district does not have a minimum lot size requirement and the proposed lot sizes are compatible with lot sizes in surrounding developments which range in size from 6,000 square feet to 8,000 square feet.

- d) A tot lot consisting of at a minimum playground equipment and benches will be constructed and installed within the crosshatch area as shown on the GDP, prior to the issuance of the certificate of occupancy permit (whether temporary or final) for the seventy-fifth (75th) Unit. The tot lot equipment and area are as generally depicted on the GDP and attached **Exhibit C**.

Staff is supportive of this proffer as amenities such as tot lots, picnic areas, and benches help to provide a sense of community for the residents and the amenities proffered are not required.

- e) The Applicant and Owners agree to dedicate to the County that certain trail generally described as “Proposed Trail,” which is depicted on the attached GDP. This dedication shall occur prior to the County’s issuance of a certificate of occupancy permit (whether temporary or final) for the fiftieth (50th) Unit.

Staff is supportive of this proffer as the proposed 10-foot paved trail along Piedmont Drive is twice the width of a typical sidewalk. This “Proposed Trail” also provides a necessary link of the development’s trail/pedestrian network throughout the site and provides a future connection point to the VCR Trail. Staff has also confirmed that the Department of Parks and Recreation will accept and maintain the trail as proposed.

- f) The Applicant agrees to pay an aggregate sum of \$56,024.04 towards the VDOT Safe Routes to School Program for sidewalks along Chancellor Park Drive. This cash proffer will be paid after the final inspection and prior to the issuance of the certificate of occupancy (whether temporary or final) for the (30th) Unit.

Staff is supportive of this proffer as sidewalks extending from Willow Pond Drive along Chancellor Park Drive to the school campus will provide parents and children a safe option to school in addition to reducing traffic congestion during student drop off and pick up times. County transportation staff plan to submit a grant application for VDOT’s Safe Routes to School Program. If the case is approved the applicant’s proffered contribution would alleviate the County’s cost in this project.

- g) The Applicant and Owner agree to pay the sum of \$200,000.00 towards future transportation improvements at the intersection of Harrison and Salem Church and Leavells Roads, which cash proffer will be paid after the final inspection and prior to the issuance of the certificate of occupancy (whether temporary or final) for the thirtieth (30th) Unit.

Staff is supportive of this proffer, the cash contributions will relieve some of the County's financial burden for future roadway projects and improvements to the Harrison Road/Salem Church Road/Leavells Road intersection to improve the LOS in the future.

- h) The Applicant agrees to construct a paved 10' wide multi-use trail between Harrison Road and Scott drive prior to the issuance of the certificate of occupancy permit (whether temporary or final) for the seventy-fifth (75th) Unit, and dedicate the driveway land to Spotsylvania County.

Staff is supportive of this proffer, this proffered trail is within a strip of land that will serve as the existing residential access to Harrison Road. The applicant has proffered to pave 10' of the existing driveway, convert it to multi-use path, and dedicate it to the County as a future connection point to the VCR Trail that will follow the northwest quadrant of Salem Church Road and will connect to the sidewalk at the southwest quadrant that was recently shown as a proffered improvement on the 7-11 Harrison Road project.

II. Staff Analysis

- A. Transportation Analysis** – The residential development is projected to generate an estimated 1,088 daily vehicle trips, approximately 60% are projected to travel through the Harrison Road, Salem Church and Leavells Road intersection. County Transportation staff analysis determined traffic from the development would contribute to creating a LOS problem for the Harrison Road, Salem Church and Leavells Road intersection and trigger the need for additional improvements at the intersection. The County has worked with VDOT to fund a \$6.1 Million intersection improvement project for this intersection. The first phase will create a dual left turn lane for NB Leavells Rd to WB Harrison Rd and be completed by Summer, 2021. The second phase which will create an additional through lane for EB Harrison Rd, some widening of WB Harrison Rd, and create pedestrian accommodations for the intersection will be completed by 2026. The County is also working to develop an additional project to widen Harrison Rd to 4 lanes between Salem Church Rd and US Rte 1 which would include additional improvements to WB Harrison Rd at the intersection. In order to mitigate the projected impact to the transportation network, the applicant has offered a cash contribution of \$200,000 towards future improvements at this intersection.
- B. Comprehensive Plan** – Please find below a summary of the Saddle Creek project's conformance with each component of the Comprehensive Plan. A complete Comprehensive Plan Analysis can be found in Appendix A.

1. **Land Use** – The proposal is located within the Primary Development Boundary and is consistent with the intent of the Primary Development Boundary as this area defines the area within which public water and sewer will be provided. The overall density can be as high as four units per acre, but lower densities are also appropriate. As per the project GDP, Saddle Creek’s proposed 101 single family detached units represents a density of 2 du/acre (101 units over 48.42 acres). The housing type and density is consistent with the low density land use designation. The development’s 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.
2. **Transportation** – The proposed one lane roundabout would significantly improve the existing LOS and safety at the Piedmont Drive/Chancellor Park Drive/Banks Lane intersection. Levels of Service (LOS) would decrease from D and E for northbound left/right turning movements and southbound left turning movements (respectively) to an overall LOS B during the AM peak and LOS A during the PM peak hour. County Transportation staff analysis have determined that traffic from the development would contribute to creating a LOS problem for the Harrison Road, Salem Church and Leavells Road intersection and trigger the need for additional improvements at the intersection. The County has worked with VDOT to fund a \$6.1 Million intersection improvement project for this intersection which will improve LOS. The first phase will create a dual left turn lane for NB Leavells Rd to WB Harrison Rd and be completed by Summer, 2021. The second phase which will create an additional through lane for EB Harrison Rd, some widening of WB Harrison Rd, and create pedestrian accommodations for the intersection will be completed by 2026.
3. **Public Facilities-**
 - a) **Public Schools** – The Saddle Creek development is estimated to generate a total of approximately 40 students (18 elementary, 9 middle, and 13 high school students). The new students from the development will attend Battlefield Elementary, Chancellor Middle and Chancellor High Schools. As of October 1, 2020 and current school district boundaries, there is existing capacity in the elementary and high schools to accommodate the projected students. Currently, Chancellor Middle School has capacity for 7 additional students, and the projected 9 middle school students will cause enrollment to exceed capacity by 2 students. Currently, there are no Capital Improvement projects for the Chancellor Middle School; however, to mitigate the projected impact the applicant has offered a cash contribution of \$130,000.13 towards a future school expansion project.
 - b) **Fire, Rescue, and Emergency Services (FREM)** – The Saddle Creek development will be served by Fire and Rescue Station #6, located less than two miles from the proposed project site. The call volume capacity for Fire Station #6 is 2,500 per year; the actual call volume for the station in Fiscal Year 2020 was 3,857, indicating current development exceeds the station capacity per the Comprehensive Plan’s goal of a maximum call capacity of 2,500 per station. The County Capital Improvements Plan FY 2020 included an allocation for a renovation and bunkroom addition for Station #6, and the project is now under construction. The bunk room expansion will

accommodate additional staff persons; therefore, addressing the existing lack of capacity for the area served by this station. The applicant has committed to a cash contribution to mitigate the impacts of their development.

- 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 not offered any proffer to offset the impact of their development on the Sheriff’s office nor is a facility planned.
- d) **Solid Waste Collection & Disposal** – The Public Facilities Plan indicates a convenience site’s population should be within five (5) miles of the site. The Saddle Creek development is less than one mile away from the Chancellor Convenience Center consistent with this requirement. This facility 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 Saddle Creek development is located within the Primary Development Boundary and will be serviced by public water and sewer, as depicted on the GDP. The project will connect to the existing 8-inch water line along Piedmont Drive and at the end of Huntington Meadows Lane. The project will connect to the existing 8-inch sewer line that runs along the northeast side of the site.
- f) **Library Facilities** – For purposes of the Public Facilities Plan, the Level of Service standard for library facilities is 0.3 square foot per capita which equates to a total of 39,603 square feet. The County’s total gross square footage of library facility floor space is 41,800 square 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 Saddle Creek development is an approximate 5-minute drive (1.07 miles) or utilizing the proposed trails and sidewalks provided with this proposal an 18-minute walk (0.9 miles) from the Salem Church Branch Library which falls within the acceptable range.
- 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 Saddle Creek development will have an impact on these facilities. Consistent with the Code of Virginia, Sec. 15.2-2303.4, the applicant has not proffered a cash contribution to offset the impact of their development on Parks and Recreation Facilities. However, the applicant has provided pedestrian connectivity throughout the site connecting Piedmont Drive, Scott Drive, Huntington Meadows Lane and Harrison Road; the proposed 10-foot paved multi-use trail from Scott Drive to Harrison Road will be

dedicated to the County as a future connection point to the VCR Trail. The applicant has also proffered an aggregate sum of \$56,024.04 towards the VDOT Safe Routes to School Program for sidewalks along Chancellor Park Drive which will improve pedestrian safety for students and parents to the Harrison Road Elementary, Chancellor Middle, and Chancellor High school complex.

- 4. Historic Resources** – Staff consulted the Virginia Department of Historic Resources Virginia Cultural Resources Information System and notes a portion of this project falls within DHR ID 088-5180, Chancellorsville Battlefield. This designation covers a large portion of the County associated with the Battle of Chancellorsville and is not necessarily a representation of resources of significance onsite. The project site was not considered to be part of a core area associated with the Battle of Chancellorsville however did fall within the battlefield study area. Staff notes the project area does not fall within the National Park Service Related Lands database so is not considered of primary, secondary, or tertiary importance for battlefield preservation and protection. In order to gauge whether any historic resources of significance may be expected onsite the applicant commissioned a Cultural Resource Desktop Review of the 19.2 Hectare Saddle Creek Project Area. The report was prepared by Dutton + Associates, LLC. Findings and conclusions of the report found *given the lack of strong topographic and environmental predictors for the presence of cultural resources and the lack of mapped data for occupation and use of the property prior to the twentieth century, the overall potential for cultural resources to be present within the project area is considered to be low*. Staff does not believe this project poses threats to significant historic, natural, cultural resources of significance.
- 5. Natural Resources** – The project provides open space in excess of that required in the proposed zoning district. As noted in the GDP Open Space Tabulation, 45% open space will be provided compared to the 30% required under PDH-3 Zoning. Open space exceeds requirements and is therefore favorable to impervious surface minimization goals for development. This rezoning request is not expected to negatively impact any sensitive environmental resources. Project development will be subject to regulatory protections concerning environmental quality. A wetlands delineation of the site has been conducted, and confirmed that there is a strip of vegetated wetlands located near the east property line. Environmentally sensitive areas are protected in open space areas outside of the limits of clearing.

III. Findings

In Favor:

- A. The proposal is consistent with the intent of the Primary Development Boundary by having more intense development occur within the Primary Development Boundary.
- B. The proposal is consistent with the Comprehensive Plan with respect to the Guiding Principles and Policies of Spotsylvania County of being a family friendly community, and comports with the idea of contributing to the mix of units in support of a growing diverse housing stock to accommodate housing needs for all stages of life.
- C. The density as proposed with the Saddle Creek development is 2 dwelling units per acre, which is less than the density of adjacent existing subdivisions, Battlefield Green,

Dominion Green, Huntington Meadows, Jackson Meadows, Willow Pond and Chancellor Park (sections 1-3) as the densities of these developments range from 2.2 dwelling units per acre to 3.0 dwelling units per acre.

- D.** The proposed development also integrates quality open space into the design in excess of zoning district requirements, while incorporating and protecting environmentally sensitive features.
- E.** The County's Fiscal Impact model projects a net positive annual fiscal benefit at build out.
- F.** The applicant has proffered \$138,531.60 in cash contributions to mitigate the impacts of the development on public safety and schools.
- G.** The applicant has proffered aggregate sum of \$56,024.04 towards the VDOT Safe Routes to School Program for sidewalks along Chancellor Park Drive which will improve pedestrian safety.
- H.** The applicant will provide pedestrian connectivity throughout the site connecting Piedmont Drive, Scott Drive, Huntington Meadows Lane and Harrison Road; the proposed 10-foot paved multi-use trail from Scott Drive to Harrison Road will be dedicated to the County as a future connection point to the VCR Trail.
- I.** The applicant will construct a roundabout at the Piedmont Drive/Chancellor Park Drive/Saddle Creek Drive intersection, which will mitigate not only the project's impacts to the County's Transportation network but also address existing traffic safety concerns at the Piedmont/Chancellor intersection.
- J.** The applicant will connect to Huntington Meadows Lane, using the existing interparcel connection; this will allow traffic to reach Leavells Road without utilizing the Piedmont Drive/Harrison Road intersection or the Harrison Road/Salem Church Road/Leavells Road intersections.
- K.** The applicant has proffered \$200,000 to mitigate impacts of this development on the Harrison Road, Salem Church and Leavells Road intersection

Against:

- A.** The development will contribute to some additional traffic at the Harrison Road/Salem Church Road/Leavells Road intersection which could temporarily degrade LOS at the intersection from existing before the \$6.1 Million Smart Scale project is completed in 2026.
- B.** The projected population for the Saddle Creek development will have an impact on the County's Recreational Facilities; however, no mitigation for parks and recreation impacts have been proposed.

IV. Conclusions & Recommendations

The Comprehensive Plan Guiding Principles and Policies support a diverse housing inventory that can accommodate the housing needs for all stages of life. This diversity includes small to larger single family homes as part of this inventory. This project comports with this goal by providing housing on smaller lots to provide a compact, walkable residential community. This project is within the Primary Development Boundary and consistent with respect to the proposed density and parcel sizes of adjacent existing subdivisions. The proposed development also integrates quality open space into the design in excess of zoning district requirements, and provides pedestrian connectivity throughout the site and to adjacent subdivisions. The County's FIA model projects a

net positive annual fiscal benefit at build out of the project. The applicant has proffered cash contributions totaling \$394,555.64 to mitigate the development's impacts on public safety, transportation and schools. The project's transportation improvements include the dedication of off-site right of way, the construction of a roundabout at the Piedmont/Chancellor Park Drive/Saddle Creek Drive intersection, right away along Piedmont Drive, and a cash contribution toward the Salem Church Rd, Leavells Rd, and Harrison Rd intersection, which not only assist in mitigating the project's impacts but also assist in addressing existing traffic safety issues. Staff notes that the proposed transportation improvements cannot be constructed without the condemnation of the existing Banks Lane; therefore, staff is supportive of Banks Lane being condemned to allow for the proposed public transportation facilities. Given the Findings in Favor and reasons noted in the conclusion, staff recommends approval of the rezoning request with the proffered conditions dated May 28, 2021.

June 16, 2021 Planning Commission Update:

After staff's presentation of this proposal, the Planning Commission requested clarification regarding the condemnation of Banks Lane. Staff explained that the residents of Banks Lane have maintained what they believed to be a private road for years and after the community meeting approached the developer about upgrading their private road; however, upon applicants research and title search of Banks Lane it was determined that what is utilized as a private drive does not have fee simple ownership and in for this drive to be upgraded and turned over to the state for maintenance what is currently Banks Lane would have to be condemned.

During the Public Hearing, the Commission heard from four residents that were present. Concerns raised were regarding rush hour traffic during the construction of the development, the navigation of the proposed roundabout, potential for additional accidents at the Piedmont Drive and Chancellorsville Park Drive intersection, pedestrian safety measures proposed, and inability to see the flashing school sign due to existing overgrown vegetation. A few of the commenters also mentioned that they are in support of the proposed roundabout and excited about the proposed trail network. Five letters from residents not in attendance were also read by staff, concerns raised included: the increase of students and the potential for adding trailers to school sites, the increase in the volume of traffic, lack of transportation improvements, installation of the roundabout and how this will impact school traffic, increased noise, vehicle fumes, construction dust/dirt, and the lack of affordable housing in the County.

The applicant's representative responded to the concerns stating that the development did not warrant a traffic signal and that the proposed roundabout provides a viable solution for speed control, a safer traffic movement that what is existing and improves the existing level of service from a D to a B in the AM peak hour, and from an E to an A in the PM peak hour.

Ms. Maddox made a motion to recommend approval of R20-0008 to the Board of Supervisors with proffers dated May 28, 2021; the motion was seconded by Mr. Childress and the motioned passed with the Planning Commission voting 5-1.

Spotsylvania County Government

Appendix A

Comprehensive Plan Analysis

The Spotsylvania County Comprehensive Plan presents a long range land use vision for the County. The Comprehensive Plan sets forth principles, goals, policies, and implementation techniques that will guide the development activity within the County and promote, preserve, and protect the health, safety, and general welfare of its citizens. Specifically, the Plan provides data and analysis on land use, transportation, housing, natural and historic resources, and public facilities and utilities. The purpose of this document is not to regulate, but rather guide land use, transportation, and infrastructure decisions. This guidance seeks to ensure continued economic and community vitality while ensuring necessary policies and infrastructure are in place to provide for the continuation of quality services to Spotsylvania's residents and businesses.

The proposed single family detached housing community known as Saddle Creek is located within the Primary Development Boundary; 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 Primary Development Boundary, 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 proposed project intended for Tax Map # 22-11-4B, 22-11-5, 22-A-103 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 per the project GDP, Saddle Creek's proposed 101 single family detached units represents a density of 2.09 du/acre (101 units over 48.42 acres).

It is good to acknowledge that the proposed zoning designation of Planned Development Housing 3 (PDH-3) with a proposed density of 2.09 units per acre (as noted in GDP) 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 housing type, density, and PDH-3 zoning district are consistent with the intent of the low-density residential land use category.

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.2. Development projects seeking increased residential density and/or non-residential intensity should address impacts that are specifically attributable to the proposed development. 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. Transportation system impacts have been

considered and necessary improvements identified to offset impacts of the project upon the transportation system including right-of-way dedication along Piedmont Drive. Additionally, the project provides an interparcel connection to serve as an additional point of access and traffic distribution to lessen impacts of single point impacts reserved to one route of ingress/egress on the transportation system.

Guiding Principles and Policies B.3. Development projects seeking increased residential density and/or non-residential intensity should address its impacts on the infrastructure of the County. The proposal considers and mitigates impacts upon public facility demands and public infrastructure specifically attributable to the proposed development within the parameters established in VA Code Sec. 15.2-2303.4. Cash proffers are proposed to offset public facility impacts to schools and public safety. However, staff notes no mitigation for parks and recreation impacts have been proposed. Staff notes via additional proffer the applicant agrees to construct a paved 10' wide multi-use trail (shared use path) between Harrison Road and Scott drive prior to the issuance of the certificate of occupancy permit. This establishes framework for future connectivity to the County's Virginia Central Trail and enhanced recreational access to Harrison Road Park. Transportation impacts are mitigated through in kind transportation and additional proffers that include but are not limited to \$200,000 additional proffer intended to benefit nearby improvements at the intersection of Harrison and Salem Church and Leavells Roads.

Guiding Principles and Policies B.3.a. The County should support alternative onsite transportation alternatives and recreational options such as transit, pedestrian and bicycle facilities that are able to, or will, connect to neighboring properties. Sidewalks are required for this project. As depicted on the Generalized Development Plan typical road section, sidewalk infrastructure will be developed along internal roads. Sidewalks are also a required frontage improvement along Piedmont Drive consistent with sidewalk requirements existing within the Design Standards Manual. Transportation proffers include an array of additional bicycle/pedestrian friendly improvements including: pedestrian crosswalk across Piedmont Drive; a 10-foot paved multi-use trail (shared use path) located on the south side of Piedmont Drive; extension of sidewalk on east side of Chancellor Park drive from a proposed round-about to Willow Pond Drive. Staff notes via additional proffer the applicant agrees to construct a paved 10' wide multi-use trail between Harrison Road and Scott drive prior to the issuance of the certificate of occupancy permit. This establishes framework for future connectivity to the County's Virginia Central Trail and enhanced recreational access to Harrison Road Park.

Additional proffers include a 5-foot wide low impact shredded mulch trail connecting Scott Drive to Piedmont Drive and Farrier Way (tied to phasing); phasing commitments also include dedication of the "proposed trail" referenced above between Harrison Road and Scott Drive. A funding commitment to assist in safe routes to schools grant (\$56,024.04) for sidewalks along Chancellor Park Drive is also proposed.

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.

Staff consulted the Virginia Department of Historic Resources Virginia Cultural Resources Information System and notes a portion of this project falls within DHR ID 088-5180, Chancellorsville Battlefield. This designation covers a large portion of the County associated with the Battle of Chancellorsville and is not necessarily a representation of resources of significance onsite. The project site was not considered to be part of a core area associated with the Battle of Chancellorsville however did fall within the battlefield study area. Staff notes the project area does not fall within the National Park Service Related Lands database so is not considered of primary, secondary, or tertiary importance for battlefield preservation and protection. In order to gauge

whether any historic resources of significance may be expected onsite the applicant commissioned a Cultural Resource Desktop Review of the 19.2 Hectare Saddle Creek Project Area. The report was prepared by Dutton + Associates, LLC. Findings and conclusions of the report found *Given the lack of strong topographic and environmental predictors for the presence of cultural resources and the lack of mapped data for occupation and use of the property prior to the twentieth century, the overall potential for cultural resources to be present within the project area is considered to be low.* Staff does not believe this project poses threats to significant historic, natural, cultural resources of significance.

Guiding Principles and Policies C.1. The County should support a diverse housing inventory, providing a mix of units that can accommodate housing needs for all stages of life. This would involve a range of housing from affordable units for young families just entering the housing market in the form of condominiums, townhouses, and small single family homes to larger homes, and active adult and assisted care facilities. 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.

Guiding Principles and Policies E.1. Protect environmental quality by promoting a comprehensive approach to air and water quality management. Examples of approaches to accomplish this could include: green space and tree preservation, stream restoration, and low impact development (LID). The Planned Development Housing (PDH-3) zoning district requires a minimum 30% open space of gross area. The project proposal exceeds this with 45.39% open space identified as per the GDP. Open space/common areas are depicted in grey and depicted on GDP Sheets 3. The project proposes transitional screening buffering between the project and existing developments adjacent. As depicted on the GDP a 20' wide landscape buffer will separate the project from development to the south and include tree preservation in lieu of removing and replanting. Limits of clearing and areas where tree preservation (within open space) is proposed are shown on GDP Sheet 4. A wetlands delineation of the site has been conducted. Environmentally sensitive areas are protected in open space areas outside of the limits of clearing.

Land Use:

Future Land Use Map Designation: This project is consistent with the intent of the Primary Development Boundary and the Low Density Residential land use designation.

Land Use Policies Applicable to All Land Uses #1. Rezoning proposals should address impacts that are specifically attributable to the development. The proposal considers and mitigates impacts upon public facility demands and public infrastructure specifically attributable to the proposed development within the parameters established in VA Code Sec. 15.2-2303.4. Cash proffers are proposed to offset public facility impacts to schools and public safety. However, staff notes no mitigation for parks and recreation impacts have been proposed. Staff notes via additional proffer the applicant agrees to construct a paved 10' wide multi-use trail (shared use path) between Harrison Road and Scott drive prior to the issuance of the certificate of occupancy permit. This establishes framework for future connectivity to the County's Virginia Central Trail and enhanced recreational access to Harrison Road Park. Transportation impacts are mitigated through in kind transportation and additional proffers that include but are not limited to \$200,000 additional proffer intended to benefit nearby improvements at the intersection of Harrison and Salem Church and Leavells Roads.

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. The project proposes transitional screening buffering between the project and existing developments

adjacent. As depicted on the GDP a 20' wide landscape buffer will separate the project from development to the south and include tree preservation in lieu of removing and replanting. Limits of clearing and areas where tree preservation (within open space) is proposed are shown on GDP Sheet 4. A wetlands delineation of the site has been conducted. Environmentally sensitive areas are protected in open space areas outside of the limits of clearing.

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. Residential Land Use Policies #3. Residential infill development should maintain the neighborhood character established by the existing subdivisions nearby.

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 connection to serve as an additional point of access and traffic distribution to lessen impacts of single point impacts reserved to one route of ingress/egress on the transportation system.

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. The project provides an interparcel connection to serve as an additional point of access and traffic distribution to lessen impacts of single point impacts reserved to one route of ingress/egress on the transportation system.

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. As described above in summary of Guiding Principles and Policies B.3.a, this project provides a variety of bicycle and pedestrian friendly improvements and proffers to promote the expansion of accessibility in and around the project area.

Residential Land Use Policies #8. 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 Policy #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 Policy #2. Ensure that new development does not degrade Levels of Service and mitigates its impact on the transportation network. Proffered transportation improvements include: construction of a round-about at the intersection of Piedmont Drive, Saddle Creek Drive and Chancellor Park Drive; a pedestrian crosswalk across Piedmont Drive; a 10 foot paved multi-use (shared use path) trail located on the south side of Piedmont Drive; extension of sidewalk on the east side of Chancellor Park Drive from the round-about to Willow Pond Drive; dedication of right of way as show on the GDP; construction of improvements along Saddle Creek Drive; phasing of the aforementioned improvements; obtain and dedicate

offsite right of way and condemnation as stipulation for project construction. The applicant agrees to cover the costs of condemnation, right-of-way acquisition, survey and design cost and all other related expenses.

Additional proffers include a 5-foot wide low impact shredded mulch trail connecting Scott Drive to Piedmont Drive and Farrier Way (tied to phasing); phasing commitments also include dedication of the “proposed trail” referenced above between Harrison Road and Scott Drive. A funding commitment to assist in safe routes to schools grant (\$56,024.04) for sidewalks along Chancellor Park Drive is also proposed.

County Transportation staff have offered the following analysis of the project including how it relates to Level of Service Standards:

The project will be served by a public road network, as all subdivision streets will be public and connect to Piedmont Drive and Huntington Meadows Lane both of which are public right of ways and maintained by VDOT.

The applicant’s original development design included an entrance approximately 466 feet from the intersection of Piedmont Drive and Chancellor Park Drive. After receiving concerns from the adjacent residents and transportation staff, the applicant began investigating the possibility of incorporating what is currently Banks Lane into the development as the primary access off Piedmont Drive with a traffic signal. Upon further study it was determined by VDOT that that conceptual intersection did not meet VDOT’s signal warrants. The applicant has proffered a one lane roundabout, adjoining the entrance at Piedmont Drive opposite Chancellor Park Drive in the hopes of mitigating this development’s impact on the County’s transportation facilities and its neighbors. As proposed the roundabout would significantly improve the existing traffic conditions decreasing the Levels of Service (LOS) from D and E for northbound left/right turning movements and southbound left turning movements (respectively) to and overall LOS B during the AM peak and LOS A during the PM peak. A variable width right of way will be dedicated along Piedmont Drive to provide for the proposed road improvements. Upon further review of this proposed improvements and a title report for Banks Lane, it was discovered by the applicant that there was no evidence of any fee simple conveyance of the approximately 670-foot private road known as Banks Lane. Therefore, in order to construct the roundabout as proffered and dedicate it to VDOT for acceptance into the Commonwealth’s Secondary Highway System, requested that the County condemn the area currently known as Banks Lane and as identified on the proffered exhibits.

This development is projected to generate an estimated 1,088 daily vehicle trips, approximately 60% are projected to travel through the Harrison Road, Salem Church and Leavells Road intersection. County Transportation staff analysis have determined traffic from the development would contribute to creating a LOS problem for the Harrison Road, Salem Church and Leavells Road intersection and trigger the need for additional improvements at the intersection. The County has worked with VDOT to fund a \$6.1 Million intersection improvement project for this intersection. The first phase will create a dual left turn lane for NB Leavells Rd to WB Harrison Rd and be completed by Summer of 2021. The second phase which will create an additional through lane for EB Harrison Rd, some widening of WB Harrison Rd, and create pedestrian accommodations for the intersection will be completed by 2026. The County is also working to develop an additional project to widen Harrison Rd to 4 lanes between Salem Church Rd and US Rte 1 which would include additional improvements to WB Harrison Rd at the intersection. In order to mitigate the projected impact to the transportation network, the applicant has included a cash contribution of \$200,000 towards future improvements at this intersection.

Transportation Policy #2.5. The County should support alternative onsite transportation alternatives and recreational options such as transit, pedestrian and bicycle facilities that are able to, or will, connect to neighboring properties. Transportation Policy #3. Promote alternative modes of transportation and multi-modal facilities to more effectively address demands on the transportation network. As described above in summary of Guiding Principles and Policies B.3.a, this project provides a variety of bicycle and pedestrian friendly improvements and proffers to promote the expansion of accessibility in and around the project area.

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 the preservation of scenic and historic lands as a component of the rezoning actions through placing these resources in easements or dedicated open space. Staff consulted the Virginia Department of Historic Resources Virginia Cultural Resources Information System and notes a portion of this project falls within DHR ID 088-5180, Chancellorsville Battlefield. This designation covers a large portion of the County associated with the Battle of Chancellorsville and is not necessarily a representation of resources of significance onsite. The project site was not considered to be part of a core area associated with the Battle of Chancellorsville however did fall within the battlefield study area. Staff notes the project area does not fall within the National Park Service Related Lands database so is not considered of primary, secondary, or tertiary importance for battlefield preservation and protection. In order to gauge whether any historic resources of significance may be expected onsite the applicant commissioned a Cultural Resource Desktop Review of the 19.2 Hectare Saddle Creek Project Area. The report was prepared by Dutton + Associates, LLC. Findings and conclusions of the report found *Given the lack of strong topographic and environmental predictors for the presence of cultural resources and the lack of mapped data for occupation and use of the property prior to the twentieth century, the overall potential for cultural resources to be present within the project area is considered to be low.* Staff does not believe this project poses threats to significant historic, natural, cultural resources of significance.

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-3) zoning district requires a minimum 30% open space of gross area. The project proposal exceeds this with 45.39% open space identified as per the GDP. Open space/common areas are depicted in grey and depicted on GDP Sheet 3. The project proposes transitional screening buffering between the project and existing developments adjacent. As depicted on the GDP a 20' wide landscape buffer will separate the project from development to the south and include tree preservation in lieu of removing and

replanting. Limits of clearing and areas where tree preservation (within open space) is proposed are shown on GDP Sheet 4. A wetlands delineation of the site has been conducted. Environmentally sensitive areas are protected in open space areas outside of the limits of clearing.

VOLUNTARY PROFFER STATEMENT

Applicant: Rappahannock Development Group, LLC (“Applicant”)
1016 Charles Street, Fredericksburg, VA 22401

Owners: Linda C. Curtis and Leigh Ann Curtis-Chapman (“Owners”)
6020 Harrison Road, Fredericksburg, VA 22407

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: “Saddle Creek” (the “Project”)

Property: Spotsylvania County Tax Parcels 22-A-103 (6020 Harrison Road), 22-11-4B (11501 Piedmont Drive), and 22-11-5 (11513 Piedmont Drive), consisting of approximately 48.42 acres (collectively, the “Property”)

Date: May 28, 2021

GDP: “Saddle Creek Generalized Development Plan for Rezoning 22-11-4B, 22-11-5 & 22-A-103, 11513 Piedmont Drive, Salem Voting District, Spotsylvania County, Virginia,” prepared by Fairbanks & Franklin, dated February 18, 2020, last revised May 17, 2021, attached hereto as Exhibit A (the “GDP”)

Rezoning Request: From R-1 to PDH-3

Rezoning File No.: R20-0008

I. General Information.

The Applicant and Owners, and 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 below proffered conditions (“Proffers”) pursuant to Sections 15.2-2303 and 15.2-2303.4, et al. of the Code of Virginia (1950, as amended), and Section 23-4.6.3, et al. of the Zoning Ordinance of Spotsylvania County (1995, as amended). The Proffers are the only conditions offered in this rezoning application. The Proffers will be effective only upon Spotsylvania County’s (“County”) full and final approval of rezoning application R20-0008 submitted to reclassify the Property from R-1 to PDH-3 to allow for the development of 101 residential single-family detached units. Any prior proffers (whether of record or not) affecting the Property are hereby superseded by the Proffers, and are therefore void and of no further force and effect upon said approval.

II. Land Use.

- A. **General Development.** The Property will be developed in conformance with the GDP, which is incorporated herein by this reference. 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, amenities, waste facilities, parking areas, 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, DHR, VDOT, DEQ, DCR, Army Corps., etc., and the County's Zoning Ordinance, Subdivision Ordinance, and Design Standards Manual. Notwithstanding the foregoing, any material adjustments to the GDP shall be subject to the approval of the County's Zoning Administrator, and in no event shall approved adjustments to the GDP relieve the Applicant and Owners from providing any of the Proffers.
- B. **Use.** The Property shall be developed solely for no more than one hundred and one (101) 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-3 district, except for any home occupation and accessory use authorized under said district.

III. Transportation.

- A. For purposes of satisfying the requirements of the following Section III.B:
- (i) The Project will not be constructed without the necessary dedication of the offsite right-of-way area as shown and depicted on the GDP as "Proposed Right of Way from Parcel 22-A-108B (0.047 acres)" to the County in a legal form and legal title acceptable to VDOT to enable the applicant's construction of the Piedmont Drive/Saddle Creek Intersection Improvements as shown on the GDP. The dedication of the Proposed Right of Way from Parcel 22-A-108B (0.047 acres) shall be a condition of site plan approval in addition to a condition of any condemnation as set out in the Agreement, as defined herein.
 - (ii) The Project will not be constructed nor will any site plan be approved without the condemnation of the Proposed Condemnation Area as shown on the attached **Exhibit B**, dated May 17, 2021 ("Proposed Condemnation Area"), for purposes of allowing the completion of the Piedmont Drive/Saddle Creek Intersection Improvements (as defined herein) and dedicating it to VDOT's Secondary Highway System. The County is under no obligation to approve the condemnation.
 - (iii) Subject to the approval of this rezoning application R20-0008, the agreement (Agreement) attached hereto as **Exhibit D**, and fully incorporated by reference into these Proffers, must be

executed in substantially the same form, as determined by the Zoning Administrator, by the Applicant and Owners within 45 days of the date of the rezoning as a condition of construction of the Project and site plan approval.

B. Subject to the dedication of the offsite right-of-way referenced in Section III.A.(i) as well as successful condemnation of the Proposed Condemnation Area, and subject to the final review and approvals from both the Virginia Department of Transportation (“VDOT”) and the County, the following in-kind transportation improvements shall be provided all as shown more particularly on Sheet 3 of 4 of the GDP (collectively known as the “Piedmont Drive/Saddle Creek Intersection Improvements”):

- (i) fulfillment all applicable County and VDOT development standards as a condition of site plan approval
- (ii) construction of a round-about at the intersections of Piedmont Drive, Saddle Creek Drive and Chancellor Park Drive (the “Round About”) and dedicate it to VDOT for acceptance into the Commonwealth’s Secondary Highway System; and
- (iii) installation of a pedestrian crosswalk across Piedmont Drive;
- (iv) installation of a 10-foot, paved, multi-use trail located on the south side of Piedmont Drive;
- (v) extension of the sidewalk on the east side of Chancellor Park Drive from the Round About to Willow Pond Drive;
- (vi) dedication of right-of-way area along Piedmont Drive of approximately .22 acres in total; and
- (vii) installation and construction of all improvements along Saddle Creek Drive, as shown on Sheet 3 of 4 of the GDP.

All of the aforesaid improvements under this Section III B. shall be completed and satisfied prior to the County’s issuance of a certificate of occupancy permit (whether temporary or final) for this first Unit.

IV. Cash Proffers.

A. For purposes of this Section IV, the following cash proffers will be paid to mitigate the Project’s impacts. For the purpose of calculating the total cash proffers, the number of Units has been reduced from 101 to 69 to reflect the 32 by-right Units that could be developed under the existing R-1 zoning. Cash

proffers provided below are applicable to all Units and will be paid on a per Unit basis of \$1,371.60 x 101 Units for a total of \$138,531.60:

CASH AND IN-KIND PROFFERS					
	SF Detached	SF Attached	Multi-Family	Age-Restricted	TOTAL
Per Unit Cash Proffer	\$ 1,371.60 x 101	N/A	N/A	N/A	\$138,531.60
TOTAL	\$138,531.47	\$0.00	\$0	\$0	\$138,531.60
LUMP SUM AND IN-KIND CONTRIBUTIONS					
PUBLIC FACILITY CATEGORY					TOTAL VALUE
Schools	\$1,287.13 in cash per Unit to Schools				\$130,000.13
Public Safety	\$84.47 cash per Unit to Public Safety				\$8,531.47
Transportation	\$0.00 cash per Unit to Transportation				\$0.00
Parks & Rec.	\$0.00 cash per Unit to Parks & Rec.				\$0.00
TOTAL CASH & IN KIND PROFFER VALUE					\$138,531.60

PROFFERED PHASING AND TIMING	
Phase or Contribution/Dedication	Timing
<i>Cash Contributions to Public Schools</i>	After the final inspection and before the County's approval of a certificate of occupancy permit (whether temporary or final) for each Unit.
<i>Cash Contributions to Public Safety</i>	After the final inspection and before the County's approval of a certificate of occupancy permit (whether temporary or final) for each Unit.

- B. Escalation Clause. Commencing five (5) years after the approval of this rezoning application, the cash proffers 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.

V. Additional Proffers.

- A. A 5-foot-wide, low-impact, shredded mulch trail connecting Scott Drive to Piedmont Drive and Farrier Way will be constructed and installed within the Property, as shown on the GDP, prior to the issuance of the certificate of occupancy permit (whether temporary or final) for the fiftieth (50th) Unit.
- B. A 20-foot-wide landscaping buffer along the common property boundary with the Huntington Meadows subdivision, and Tax Map Parcels 22-A-108B, 22-A-100C, and 22-A-100D (the “Adjoining Parcels”) will be constructed and installed, as shown on the GDP, prior to starting construction of any Units on lots abutting the Adjoining Parcels.
- C. The minimum lot size for each Unit will be 6,000 square feet.
- D. A tot lot consisting at a minimum of playground equipment and benches will be constructed and installed within the crosshatch area as shown on the GDP, prior to the issuance of the certificate of occupancy permit (whether temporary or final) for the seventy-fifth (75th) Unit. The tot lot equipment and area are as generally depicted on the GDP and attached **Exhibit C.**
- E. The Applicant and Owners agree to dedicate to the County that certain trail generally described as “Proposed Trail,” which is depicted on the attached GDP. This dedication shall occur prior to the County’s issuance of a certificate of occupancy permit (whether temporary or final) for the fiftieth (50th) Unit.
- F. The Applicant agrees to pay an aggregate sum of \$56,024.04 towards the VDOT Safe Routes to School Program for sidewalks along Chancellor Park Drive. This cash proffer will be paid after the final inspection and prior to the issuance of the certificate of occupancy (whether temporary or final) for the (30th) Unit.
- G. The Applicant and Owner agree to pay the sum of \$200,000.00 towards future transportation improvements at the intersection of Harrison and Salem Church and Leavells Roads, which cash proffer will be paid after the final inspection and prior to the issuance of the certificate of occupancy (whether temporary or final) for the thirtieth (30th) Unit.
- H. The Applicant agrees to construct a paved 10’ wide multi-use trail between Harrison Road and Scott drive prior to the issuance of the certificate of occupancy permit (whether temporary or final) for the seventy-fifth (75th) Unit, and dedicate the driveway land to Spotsylvania County.

[AUTHORIZED SIGNATURES TO FOLLOW]

The Applicant and Owners make these Proffers voluntarily, in support of their rezoning application and by our signatures deem them reasonable and appropriate as set out in Virginia Code Section 15.2-2303.4 A.D.1.

WITNESS the following signatures:

APPLICANT:

**Rappahannock Development Group, LLC, a
Virginia limited liability company**

By: _____

Sean J. Haynes, Manager

Date: _____

5/28/21

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Fredericksburg

The foregoing was subscribed, sworn to and acknowledged before me this 28 day of May, 2021, by Sean J. Haynes, Manager of Rappahannock Development Group, LLC, a Virginia limited liability company.

Notary Public

Print Name: Nicole Scott

My Commission Expires: 8/31/22

Registration No. 7588739

[SEAL]



OWNER:

By: Linda C. Curtis

Linda C. Curtis

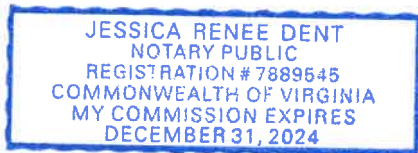
Date: June 7, 2021

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Spotsylvania

The foregoing was subscribed, sworn to and acknowledged before me this 7 day of June, 2021, by Linda C. Curtis, as Owner of Spotsylvania County Tax Parcels 22-A-103, 22-11-5, and 22-11-B4.

Jessica Renee Dent
Notary Public

Print Name: Jessica Dent
My Commission Expires: December 31, 2024
Registration No. 7889545
[SEAL]



OWNER:

By: Leigh Ann Curtis-Chapman

Leigh Ann Curtis-Chapman

Date: June 7, 2021

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Spotsylvania

The foregoing was subscribed, sworn to and acknowledged before me this 7 day of June, 2021, by Leigh Ann Curtis-Chapman as Owner of Spotsylvania County Tax Parcels 22-A-103, 22-11-5, and 22-11-B4.

Jessica Renee Dent
Notary Public

Print Name: Jessica Renee Dent
My Commission Expires: Dec. 31 2024
Registration No. 7889545
[SEAL]

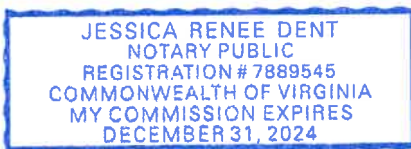


EXHIBIT A

Generalized Development Plan



Fairbanks & Franklin
Civil Engineering
Land Planning
11111 Highway 200
P.O. Box 100
Spotsylvania, VA 22570
(541) 338-7700

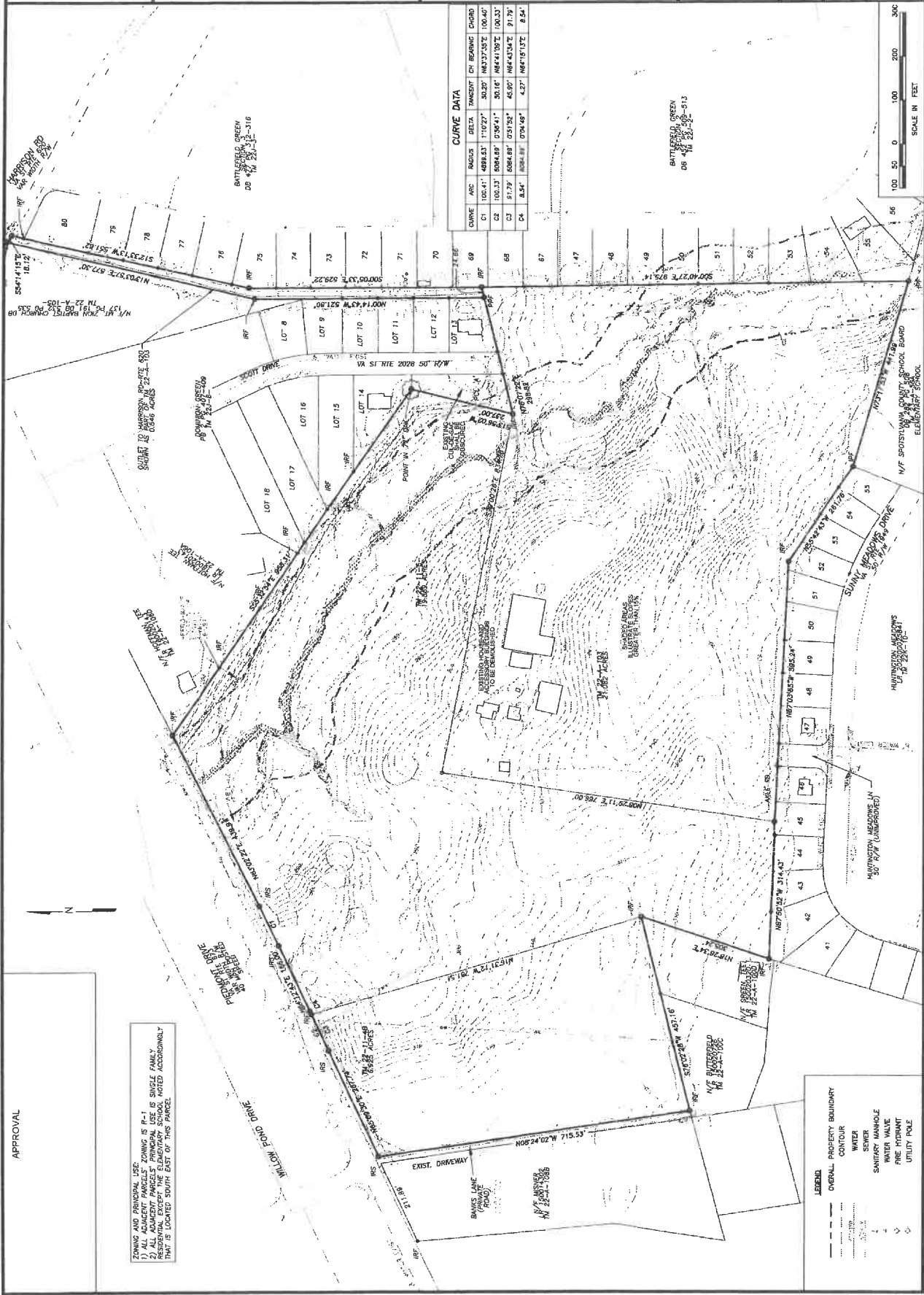
EXISTING CONDITIONS

SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA

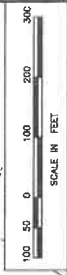


DATE: 03-15-20
DRAWN: JRP
CHECKED: JRP
REVISIONS:
03-15-20
03-15-20
03-15-20
03-15-20
03-15-20

DOCUMENT NO.
470-1008
2 SHEET 4
OF



CURVE DATA					
CURVE	ARC	CHORD	ANGLE	TRANSIT	CHORD
C1	100.41'	459.53'	170.27°	30.20'	100.41'
C2	100.33'	500.49'	170.41°	30.16'	100.33'
C3	51.79'	250.48'	170.52°	15.08'	51.79'
C4	85.4'	400.88'	170.69°	23.71'	85.4'



APPROVAL

ZONING AND PRINCIPAL USE: ZONING IS P-1
2) ALL ADJACENT PARCELS' PRINCIPAL USE IS SINGLE FAMILY
RESIDENTIAL EXCEPT THE ELEMENTARY SCHOOL NOTED ACCORDINGLY
THAT IS LOCATED SOUTH EAST OF THIS PARCEL.

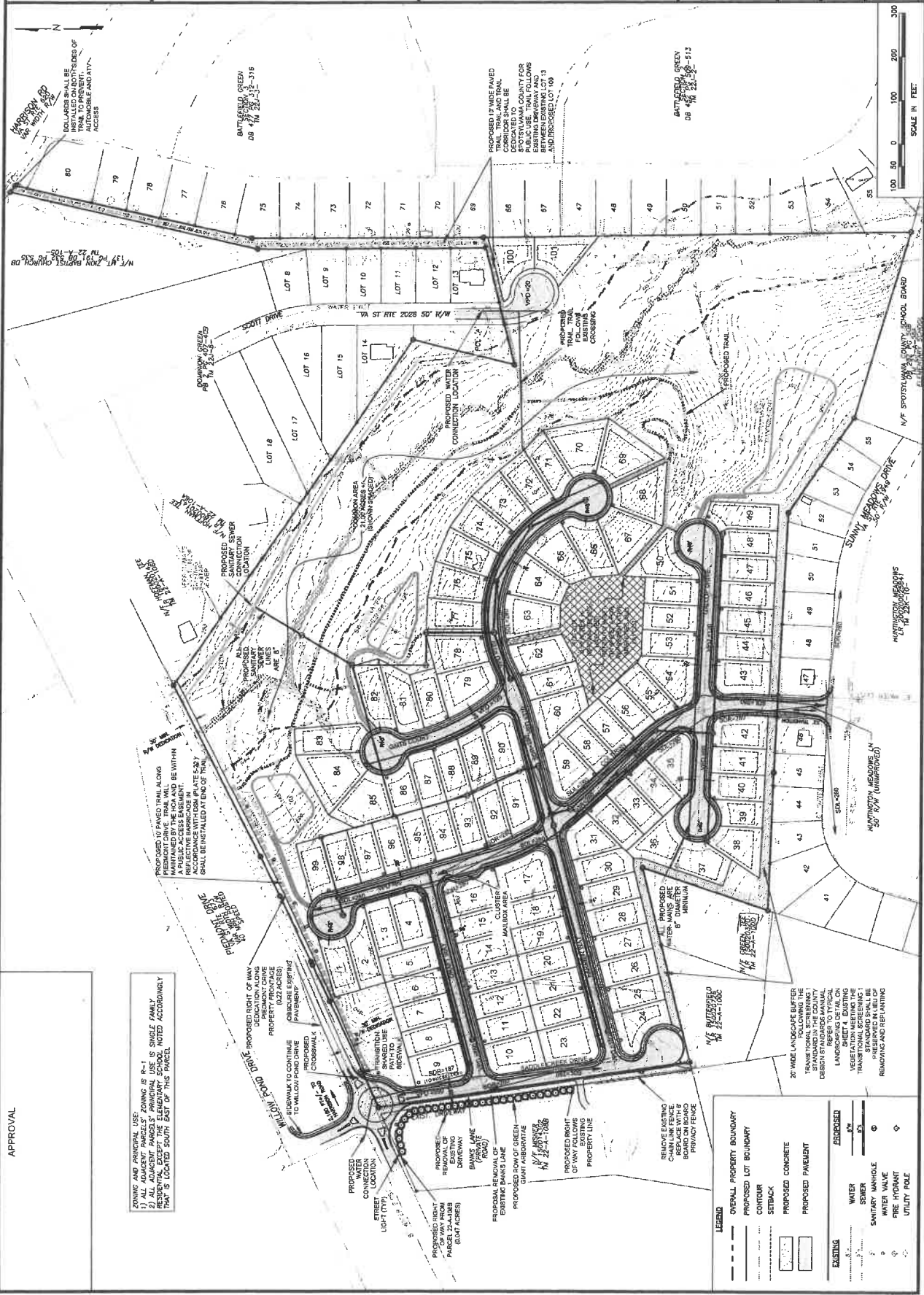
- LEGEND**
- ORIGINAL PROPERTY BOUNDARY
 - - - CONTOUR
 - - - WATER
 - - - SEWER
 - - - SANITARY MANHOLE
 - - - WATER VALVE
 - - - FIRE HYDRANT
 - - - UTILITY POLE



SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA



DOCUMENT NO.
470-1006
3 SHEET 4 OF



APPROVAL

ZONING AND PRINCIPAL USE:

- 1) ALL ADJACENT PARCELS' ZONING IS R-1
- 2) ALL ADJACENT PARCELS' PRINCIPAL USE IS SINGLE FAMILY RESIDENTIAL EXCEPT THE ELEMENTARY SCHOOL NOTED ACCORDINGLY THAT IS LOCATED SOUTH EAST OF THIS PARCEL

OVERALL PROPERTY BOUNDARY PROPOSED LOT BOUNDARY COURTOUT SETBACK PROPOSED CONCRETE PROPOSED PAVEMENT		EXISTING 	PROPOSED 	
			WATER SEWER SANITARY MANHOLE WATER VALVE FIRE HYDRANT UTILITY POLE	



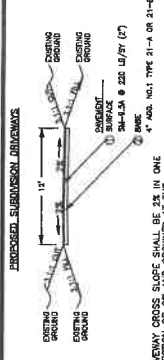
SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA



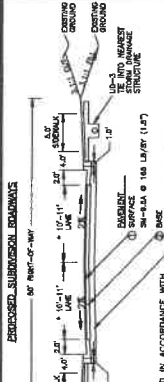
DATE	DESIGNED	C3-16-26
DRAWN	JRF	
CHECKED	JRF	
REVISIONS	10-19-26	
03-16-20	12-17-26	
04-01-20	C1-06-2	
06-17-20	C2-08-2	
08-28-20	05-17-2	

DOCUMENT NO. 470-1008

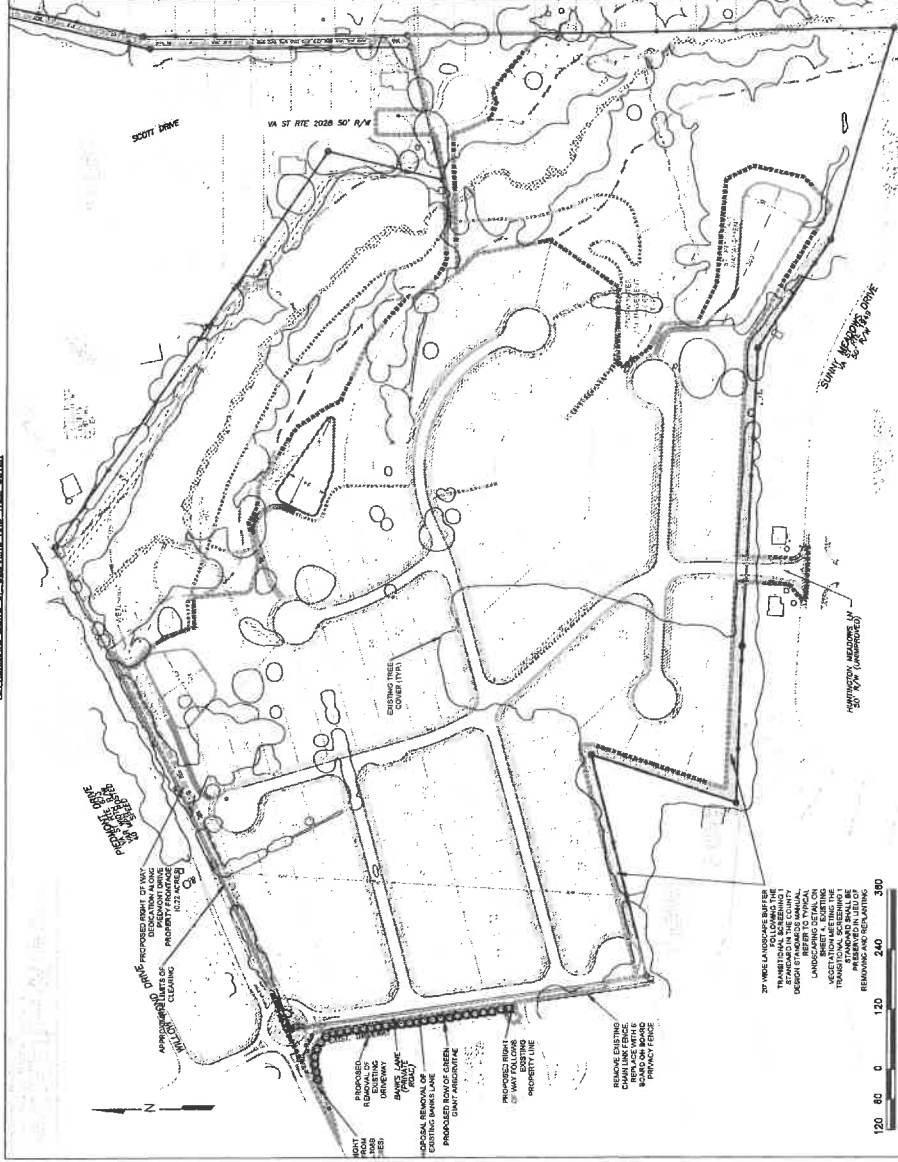
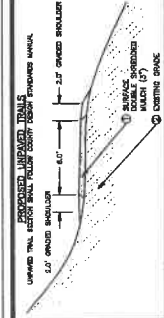
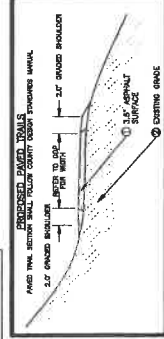
4 SHEET 4 OF



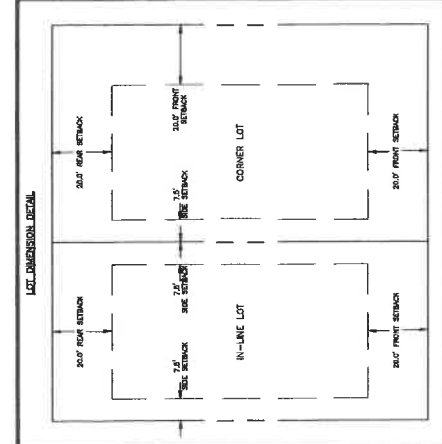
4" AGG. NO.1 TYPE 21-A OR 21-B
DRAINWAY CROSS SLOPE SHALL BE 2% IN ONE DIRECTION OR 2% AND CROWNED AT THE CENTERLINE
DRAINWAY WIDTH SHALL BE INCREASED AT THE APPROACH TO THE GARAGE
DRAINWAY MATERIAL MAY BE CONCRETE
DRAINWAY SHALL CONNECT AT THE SUBDIVISION STREET WITH A VDOT STANDARD CS-48



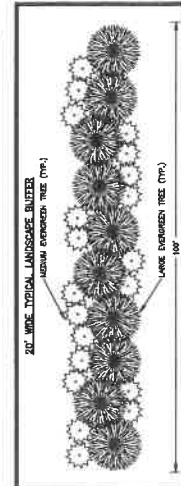
DATE: 11-11-10 @ 2:00 PM (PT)
SUBMITTER: SBRM
PROJECT: 11-11-10
SHEET: 11-11-10



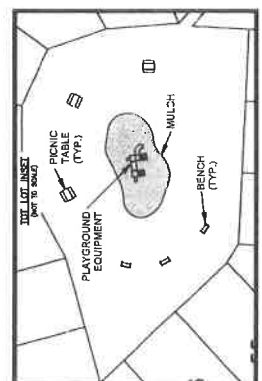
120	80	0	120	240	360
20' WIDE LANDSCAPE BUFFER FOLLOWING THE TRANSITIONAL SCREENING STRIP. THE BUFFER DESIGN STANDARDS MANUAL REFERS TO TYPICAL LANDSCAPING DESIGN SHEET EDITION 1 VEGETATION MEETING THE TRANSITION AND BUFFER STANDARDS SHALL BE PRESERVED IN LIEU OF REMOVING AND REPLANTING					



LOT DIMENSION DETAIL



20' WIDE TYPICAL LANDSCAPE BUFFER



SCALE IN FEET

EXHIBIT B

Banks Lane Condemnation

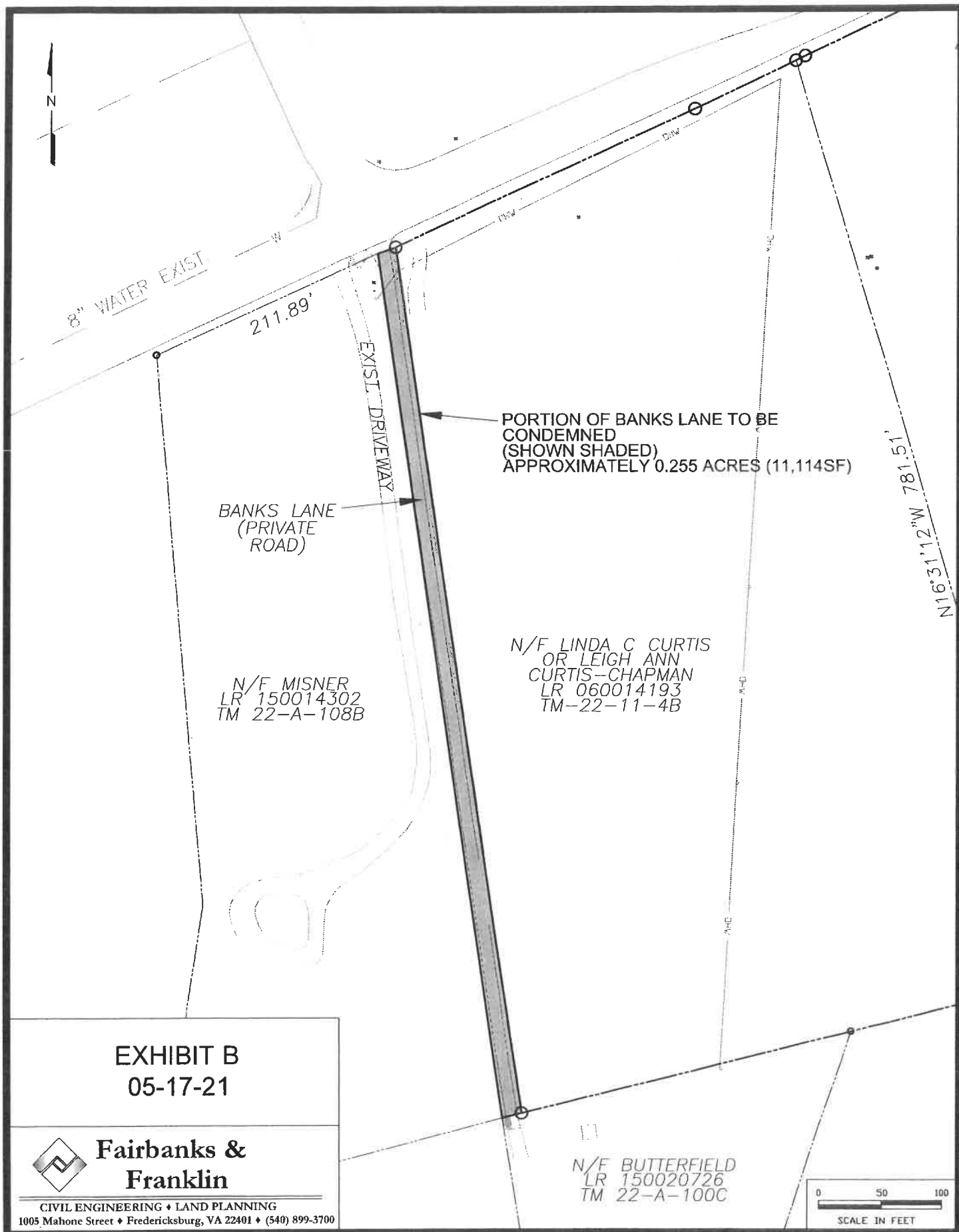
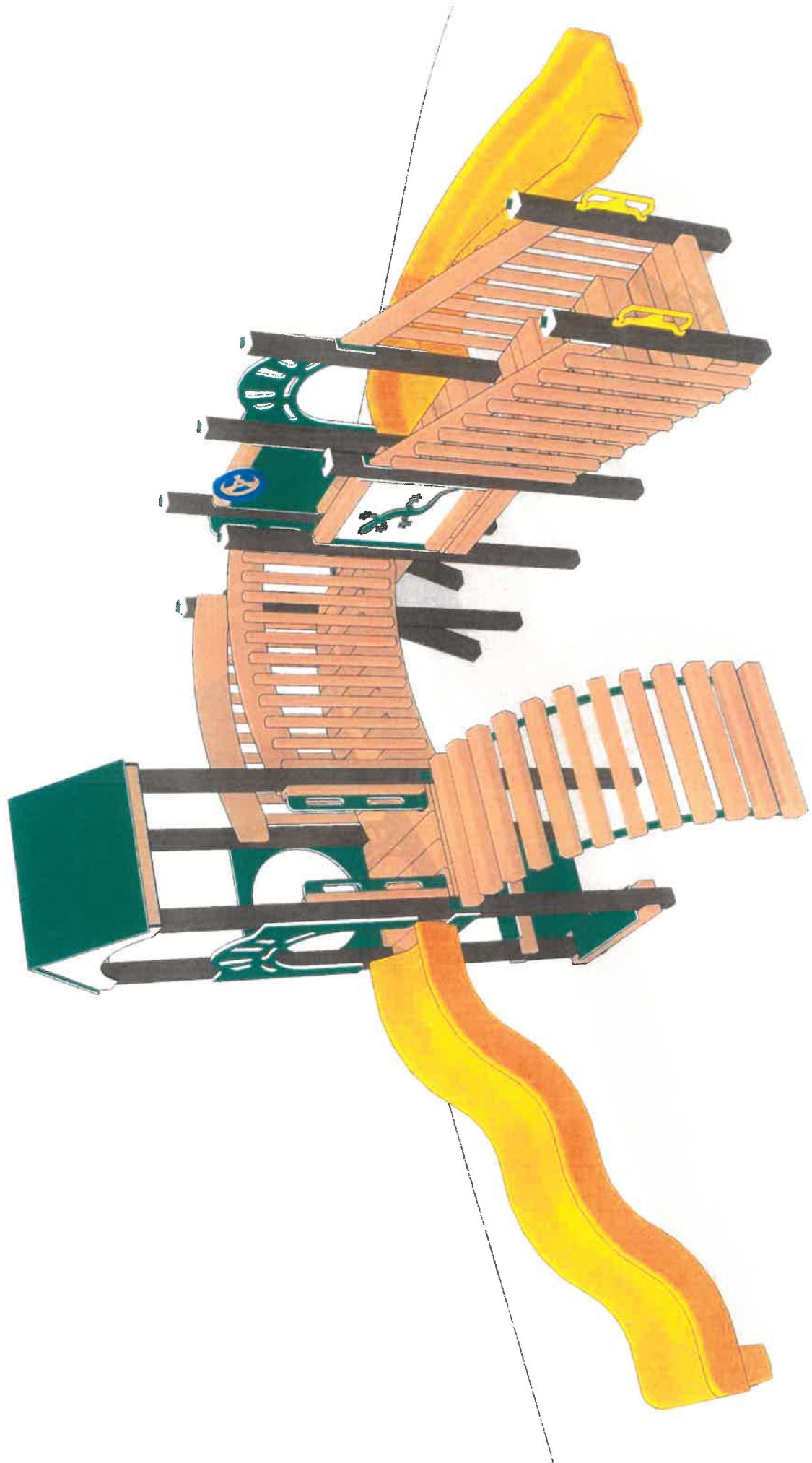
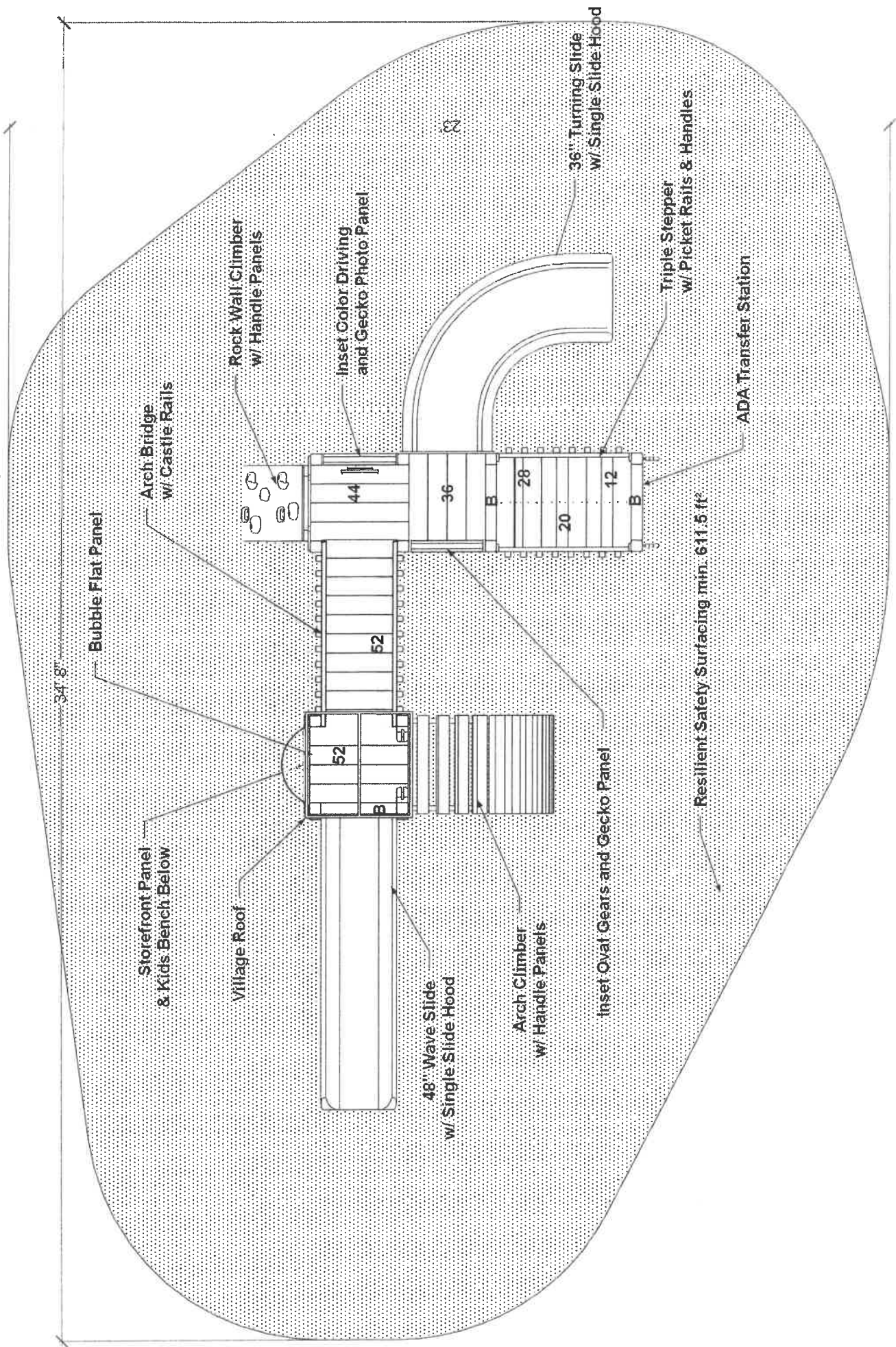


Exhibit C

“Tot Lot”

13611098.1 045478.00005





34' 8"

Bubble Flat Panel

Storefront Panel
& Kids Bench Below

Village Roof

48" Wave Slide
w/ Single Slide Hood

Arch Climber
w/ Handle Panels

Inset Oval Gears and Gecko Panel

Rock Wall Climber
w/ Handle Panels

Inset Color Driving
and Gecko Photo Panel

36" Turning Slide
w/ Single Slide Hood

Triple Stepper
w/ Picket Rails & Handles

ADA Transfer Station

Resilient Safety Surfacing min. 611.5 ft²

Arch Bridge
w/ Castle Rails

44

36

28

20

12

52

52

B

B

B

B

B

B

B

B

B

B

B

B

B

B

B

VOLUNTARY PROFFER STATEMENT

Applicant: Rappahannock Development Group, LLC (“Applicant”)
1016 Charles Street, Fredericksburg, VA 22401

Owners: Linda C. Curtis and Leigh Ann Curtis-Chapman (“Owners”)
6020 Harrison Road, Fredericksburg, VA 22407

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: “Saddle Creek” (the “Project”)

Property: Spotsylvania County Tax Parcels 22-A-103 (6020 Harrison Road), 22-11-4B (11501 Piedmont Drive), and 22-11-5 (11513 Piedmont Drive), consisting of approximately 48.42 acres (collectively, the “Property”)

Date: May 28, 2021

GDP: “Saddle Creek Generalized Development Plan for Rezoning 22-11-4B, 22-11-5 & 22-A-103, 11513 Piedmont Drive, Salem Voting District, Spotsylvania County, Virginia,” prepared by Fairbanks & Franklin, dated February 18, 2020, last revised May 17, 2021, attached hereto as Exhibit A (the “GDP”)

Rezoning Request: From R-1 to PDH-3

Rezoning File No.: R20-0008

I. General Information.

The Applicant and Owners, and 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 below proffered conditions (“Proffers”) pursuant to Sections 15.2-2303 and 15.2-2303.4, et al. of the Code of Virginia (1950, as amended), and Section 23-4.6.3, et al. of the Zoning Ordinance of Spotsylvania County (1995, as amended). The Proffers are the only conditions offered in this rezoning application. The Proffers will be effective only upon Spotsylvania County’s (“County”) full and final approval of rezoning application R20-0008 submitted to reclassify the Property from R-1 to PDH-3 to allow for the development of 101 residential single-family detached units. Any prior proffers (whether of record or not) affecting the Property are hereby superseded by the Proffers, and are therefore void and of no further force and effect upon said approval.

II. Land Use.

- A. **General Development.** The Property will be developed in conformance with the GDP, which is incorporated herein by this reference. 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, amenities, waste facilities, parking areas, 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, DHR, VDOT, DEQ, DCR, Army Corps., etc., and the County's Zoning Ordinance, Subdivision Ordinance, and Design Standards Manual. Notwithstanding the foregoing, any material adjustments to the GDP shall be subject to the approval of the County's Zoning Administrator, and in no event shall approved adjustments to the GDP relieve the Applicant and Owners from providing any of the Proffers.
- B. **Use.** The Property shall be developed solely for no more than one hundred and one (101) 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-3 district, except for any home occupation and accessory use authorized under said district.

III. Transportation.

- A. For purposes of satisfying the requirements of the following Section III.B:
- (i) The Project will not be constructed without the necessary dedication of the offsite right-of-way area as shown and depicted on the GDP as "Proposed Right of Way from Parcel 22-A-108B (0.047 acres)" to the County in a legal form and legal title acceptable to VDOT to enable the applicant's construction of the Piedmont Drive/Saddle Creek Intersection Improvements as shown on the GDP. The dedication of the Proposed Right of Way from Parcel 22-A-108B (0.047 acres) shall be a condition of site plan approval in addition to a condition of any condemnation as set out in the Agreement, as defined herein.
 - (ii) The Project will not be constructed nor will any site plan be approved without the condemnation of the Proposed Condemnation Area as shown on the attached **Exhibit B**, dated May 17, 2021 ("Proposed Condemnation Area"), for purposes of allowing the completion of the Piedmont Drive/Saddle Creek Intersection Improvements (as defined herein) and dedicating it to VDOT's Secondary Highway System. The County is under no obligation to approve the condemnation.
 - (iii) Subject to the approval of this rezoning application R20-0008, the agreement (Agreement) attached hereto as **Exhibit D**, and fully incorporated by reference into these Proffers, must be

executed in substantially the same form, as determined by the Zoning Administrator, by the Applicant and Owners within 45 days of the date of the rezoning as a condition of construction of the Project and site plan approval.

B. Subject to the dedication of the offsite right-of-way referenced in Section III.A.(i) as well as successful condemnation of the Proposed Condemnation Area, and subject to the final review and approvals from both the Virginia Department of Transportation (“VDOT”) and the County, the following in-kind transportation improvements shall be provided all as shown more particularly on Sheet 3 of 4 of the GDP (collectively known as the “Piedmont Drive/Saddle Creek Intersection Improvements”):

- (i) fulfillment all applicable County and VDOT development standards as a condition of site plan approval
- (ii) construction of a round-about at the intersections of Piedmont Drive, Saddle Creek Drive and Chancellor Park Drive (the “Round About”) and dedicate it to VDOT for acceptance into the Commonwealth’s Secondary Highway System; and
- (iii) installation of a pedestrian crosswalk across Piedmont Drive;
- (iv) installation of a 10-foot, paved, multi-use trail located on the south side of Piedmont Drive;
- (v) extension of the sidewalk on the east side of Chancellor Park Drive from the Round About to Willow Pond Drive;
- (vi) dedication of right-of-way area along Piedmont Drive of approximately .22 acres in total; and
- (vii) installation and construction of all improvements along Saddle Creek Drive, as shown on Sheet 3 of 4 of the GDP.

All of the aforesaid improvements under this Section III B. shall be completed and satisfied prior to the County’s issuance of a certificate of occupancy permit (whether temporary or final) for this first Unit.

IV. Cash Proffers.

A. For purposes of this Section IV, the following cash proffers will be paid to mitigate the Project’s impacts. For the purpose of calculating the total cash proffers, the number of Units has been reduced from 101 to 69 to reflect the 32 by-right Units that could be developed under the existing R-1 zoning. Cash

proffers provided below are applicable to all Units and will be paid on a per Unit basis of \$1,371.60 x 101 Units for a total of \$138,531.60:

CASH AND IN-KIND PROFFERS					
	SF Detached	SF Attached	Multi-Family	Age-Restricted	TOTAL
Per Unit Cash Proffer	\$ 1,371.60 x 101	N/A	N/A	N/A	\$138,531.60
TOTAL	\$138,531.47	\$0.00	\$0	\$0	\$138,531.60
LUMP SUM AND IN-KIND CONTRIBUTIONS					
PUBLIC FACILITY CATEGORY					TOTAL VALUE
Schools	\$1,287.13 in cash per Unit to Schools				\$130,000.13
Public Safety	\$84.47 cash per Unit to Public Safety				\$8,531.47
Transportation	\$0.00 cash per Unit to Transportation				\$0.00
Parks & Rec.	\$0.00 cash per Unit to Parks & Rec.				\$0.00
TOTAL CASH & IN KIND PROFFER VALUE					\$138,531.60

PROFFERED PHASING AND TIMING	
Phase or Contribution/Dedication	Timing
<i>Cash Contributions to Public Schools</i>	After the final inspection and before the County's approval of a certificate of occupancy permit (whether temporary or final) for each Unit.
<i>Cash Contributions to Public Safety</i>	After the final inspection and before the County's approval of a certificate of occupancy permit (whether temporary or final) for each Unit.

- B. Escalation Clause. Commencing five (5) years after the approval of this rezoning application, the cash proffers 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.

V. Additional Proffers.

- A. A 5-foot-wide, low-impact, shredded mulch trail connecting Scott Drive to Piedmont Drive and Farrier Way will be constructed and installed within the Property, as shown on the GDP, prior to the issuance of the certificate of occupancy permit (whether temporary or final) for the fiftieth (50th) Unit.
- B. A 20-foot-wide landscaping buffer along the common property boundary with the Huntington Meadows subdivision, and Tax Map Parcels 22-A-108B, 22-A-100C, and 22-A-100D (the “Adjoining Parcels”) will be constructed and installed, as shown on the GDP, prior to starting construction of any Units on lots abutting the Adjoining Parcels.
- C. The minimum lot size for each Unit will be 6,000 square feet.
- D. A tot lot consisting at a minimum of playground equipment and benches will be constructed and installed within the crosshatch area as shown on the GDP, prior to the issuance of the certificate of occupancy permit (whether temporary or final) for the seventy-fifth (75th) Unit. The tot lot equipment and area are as generally depicted on the GDP and attached **Exhibit C.**
- E. The Applicant and Owners agree to dedicate to the County that certain trail generally described as “Proposed Trail,” which is depicted on the attached GDP. This dedication shall occur prior to the County’s issuance of a certificate of occupancy permit (whether temporary or final) for the fiftieth (50th) Unit.
- F. The Applicant agrees to pay an aggregate sum of \$56,024.04 towards the VDOT Safe Routes to School Program for sidewalks along Chancellor Park Drive. This cash proffer will be paid after the final inspection and prior to the issuance of the certificate of occupancy (whether temporary or final) for the (30th) Unit.
- G. The Applicant and Owner agree to pay the sum of \$200,000.00 towards future transportation improvements at the intersection of Harrison and Salem Church and Leavells Roads, which cash proffer will be paid after the final inspection and prior to the issuance of the certificate of occupancy (whether temporary or final) for the thirtieth (30th) Unit.
- H. The Applicant agrees to construct a paved 10’ wide multi-use trail between Harrison Road and Scott drive prior to the issuance of the certificate of occupancy permit (whether temporary or final) for the seventy-fifth (75th) Unit, and dedicate the driveway land to Spotsylvania County.

[AUTHORIZED SIGNATURES TO FOLLOW]

The Applicant and Owners make these Proffers voluntarily, in support of their rezoning application and by our signatures deem them reasonable and appropriate as set out in Virginia Code Section 15.2-2303.4 A.D.1.

WITNESS the following signatures:

APPLICANT:

**Rappahannock Development Group, LLC, a
Virginia limited liability company**

By: _____

Sean J. Haynes, Manager

Date: _____

5/28/21

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Fredericksburg

The foregoing was subscribed, sworn to and acknowledged before me this 28 day of May, 2021, by Sean J. Haynes, Manager of Rappahannock Development Group, LLC, a Virginia limited liability company.

Notary Public

Print Name: Nicole Scott
My Commission Expires: 8/31/22
Registration No. 7588739
[SEAL]



OWNER:

By: Linda C. Curtis

Linda C. Curtis

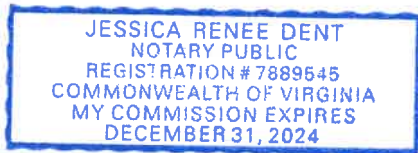
Date: June 7, 2021

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Spotsylvania

The foregoing was subscribed, sworn to and acknowledged before me this 7 day of June, 2021, by Linda C. Curtis, as Owner of Spotsylvania County Tax Parcels 22-A-103, 22-11-5, and 22-11-B4.

Jessica Renee Dent
Notary Public

Print Name: Jessica Dent
My Commission Expires: December 31, 2024
Registration No. 7889545
[SEAL]



OWNER:

By: Leigh Ann Curtis-Chapman
Leigh Ann Curtis-Chapman

Date: June 7, 2021

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Spotsylvania

The foregoing was subscribed, sworn to and acknowledged before me this 7 day of June, 2021, by Leigh Ann Curtis-Chapman as Owner of Spotsylvania County Tax Parcels 22-A-103, 22-11-5, and 22-11-B4.

Jessica Renee Dent
Notary Public

Print Name: Jessica Renee Dent
My Commission Expires: Dec. 31 2024
Registration No. 7889545
[SEAL]

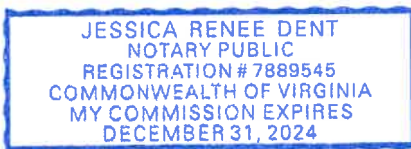


EXHIBIT A

Generalized Development Plan

SADDLE CREEK

GENERALIZED DEVELOPMENT PLAN FOR REZONING

22-11-4B, 22-11-5, & 22-A-103

11513 PIEDMONT DRIVE

SALEM VOTING DISTRICT

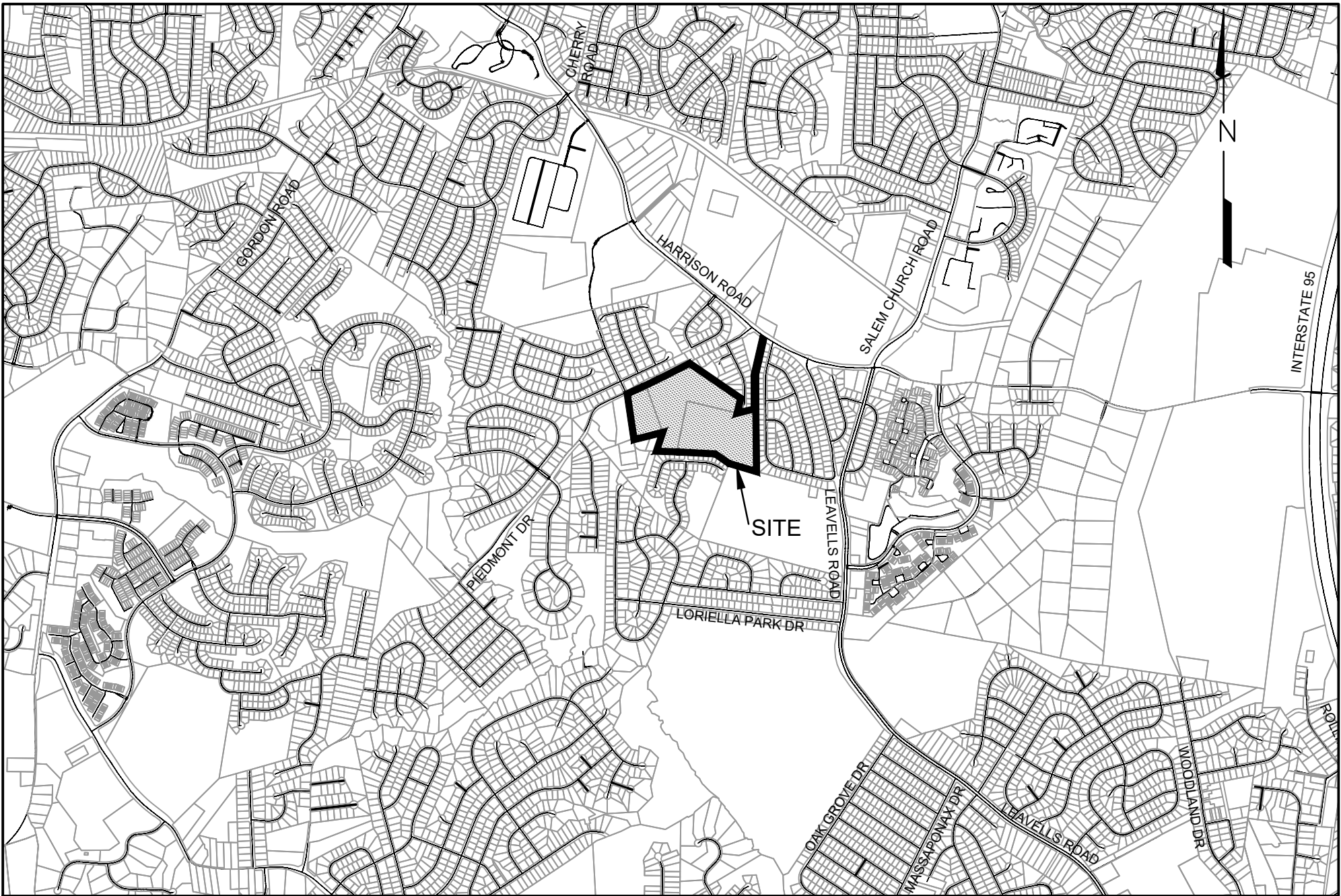
SPOTSYLVANIA COUNTY, VIRGINIA

SHEET INDEX

SHEET	TITLE
SHEET 1	COVER SHEET
SHEET 2	EXISTING CONDITIONS
SHEET 3	GENERALIZED DEVELOPMENT PLAN
SHEET 4	DETAILS

NOTES:

- SOURCE OF MAPPING:
TOPOGRAPHIC–AERIAL MAPPING PROVIDED BY MCKENZIE SNYDER WITH SUPPLEMENTAL INFORMATION TAKEN FROM SPOTSYLVANIA COUNTY GIS
BOUNDARY–BOUNDARY SURVEY PREPARED BY FAIRBANKS & FRANKLIN IN FEBRUARY 2020.
EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED DURING CONSTRUCTION IN ACCORDANCE WITH THE VA. EROSION AND SEDIMENT CONTROL HANDBOOK.
- WETLANDS AND STREAM CHANNELS SHOWN ON THIS PLAN WERE DELINEATED BY TNT ENVIRONMENTAL.
- THERE ARE NO KNOWN DAM BREAK INUNDATION ZONES WITHIN THE LIMITS OF THE SITE.
- THERE ARE NO KNOWN HISTORIC BUILDINGS, ARCHAEOLOGICAL FEATURES, OR HISTORIC DISTRICTS ON SITE.
- THERE ARE NO KNOWN PLACES OF BURIAL ON SITE.
- LANDSCAPING AND SCREENING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 23–5.5 OF THE SPOTSYLVANIA COUNTY CODE, ARTICLE 6 OF THE SPOTSYLVANIA COUNTY DESIGN STANDARDS MANUAL.
- ALL PARCEL LINES, PARCEL SIZES, BUILDING ENVELOPES, BUILDING 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 THE APPLICANT TO ADDRESS FINAL DEVELOPMENT, ENGINEERING AND DESIGN REGULATIONS, FULFILL COMPLIANCE WITH STATE AND FEDERAL AGENCY AND COMPLIANCE WITH THE REQUIREMENTS OF THE COUNTY’S DEVELOPMENT REGULATIONS. NOTWITHSTANDING THE FOREGOING, ANY SAID ADJUSTMENTS TO THE GDP SHALL BE SUBJECT TO THE APPROVAL OF THE COUNTY’S ZONING ADMINISTRATOR, AND IN NO EVENT SHALL APPROVED ADJUSTMENTS TO THE GDP RELIEVE THE APPLICANT FROM PROVIDING ANY OF THE PROFFERS.
- STORMWATER MANAGEMENT WILL BE ACHIEVED THROUGH THE USE OF BEST MANAGEMENT PRACTICES LOCATED REGIONALLY AT DRAINAGE OUTFALLS. ALL OUTFALL LOCATIONS WILL BE ANALYZED TO ENSURE THE RECEIVING CHANNELS ARE ADEQUATE AND THAT THE UPSTREAM STORMWATER MANAGEMENT FACILITIES DETAIN THE PEAK POST DEVELOPMENT RUNOFF IN ACCORDANCE WITH APPLICABLE STATE AND COUNTY REQUIREMENTS. AS SHOWN ON THIS GDP, THE APPROXIMATE IMPERVIOUS COVER IS 12 ACRES, THE APPROXIMATE OPEN SPACE IS 22 ACRES, AND THE REMAINING AREA OF APPROXIMATELY 14 ACRES IS MANAGED TURF. THIS DEVELOPMENT WILL REQUIRE A REDUCTION OF TP OF APPROXIMATELY 14.5 LBS. THIS REDUCTION WILL BE ACHIEVED IN THE REGIONAL FACILITIES.
- ALL REFUSE MUST BE DISPOSED OF AT COUNTY APPROVED DISPOSAL SITES. SOLID WASTE GENERATED BY EACH SINGLE FAMILY ATTACHED AND SINGLE FAMILY DETACHED LOT WILL BE STORED ON THAT RESPECTIVE LOT IN A CONTAINER. A PRIVATE REFUSE COLLECTION SERVICE WILL COLLECT AND TRANSPORT THE SOLID WASTE TO A COUNTY APPROVED DISPOSAL/COLLECTION SITE.
- BASED UPON GRAPHIC PLOTTING ONLY, THE PROPERTY IS LOCATED WITHIN ZONE X, "AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOODPLAIN", AS PER FLOOD INSURANCE RATE MAP FOR SPOTSYLVANIA COUNTY, VIRGINIA, COMMUNITY PANEL NUMBER 5103080075C EFFECTIVE FEBRUARY 18, 1998.
- THE HOMEOWNER’S ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL COMMON LAND AND FACILITIES WITHIN THE DEVELOPMENT.
- ALL PROPOSED SUBDIVISION STREETS SHOWN ON THE PLAN ARE PUBLIC. THE SUBDIVISION STREETS WILL CONNECT TO PIEDMONT DRIVE AND SUNNY MEADOWS DRIVE, BOTH OF WHICH ARE WITHIN PUBLIC RIGHTS OF WAY AND MAINTAINED BY VDOT.
- ALL LOTS SHALL HAVE DRIVEWAY CONNECTIONS TO THE INTERNAL SUBDIVISION STREETS ONLY. NO LOTS SHALL HAVE DIRECT ACCESS TO PIEDMONT DRIVE.
- EASEMENTS MAY EXIST THAT ARE NOT SHOWN HEREON.
- ALL LIGHTING SHALL COMPLY WITH SPOTSYLVANIA COUNTY STANDARDS.
- THIS DEVELOPMENT SHALL COMPLY WITH ALL SPOTSYLVANIA COUNTY CODE REQUIREMENTS.
- ALL APPLICABLE ENVIRONMENTAL PERMITS SHALL BE OBTAINED AS REQUIRED FOR SITE PLAN APPROVAL.



VICINITY MAP
SCALE 1"=2000'
SCALE IN FEET (1 INCH=2,000 FEET)

PROPERTY OWNER	APPLICANT	ENGINEER
TM 22-11-4B, TM 22-11-5, & 22-A-103 LINDA C CURTIS OR LEIGH ANN CURTIS-CHAPMAN 6020 HARRISON ROAD FREDERICKSBURG, VA 22407	RAPPAHANNOCK DEVELOPMENT GROUP 1016 CHARLES STREET FREDERICKSBURG, VA 22401 540-273-7498	FAIRBANKS & FRANKLIN 1005 MAHONE STREET FREDERICKSBURG, VIRGINIA 22401 540-899-3700

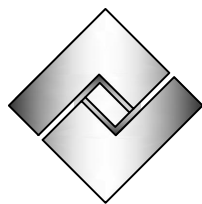
SITE INFORMATION:

TAX PARCELS:	22-11-4B, 22-11-5, & 22-A-103
ADDRESS:	11513 PIEDMONT DRIVE
PRESENT ZONING:	R-1 FOR LOT 22-A-103 PDH-3 SINGLE-FAMILY DETACHED RESIDENTIAL SINGLE-FAMILY DETACHED RESIDENTIAL HIGHWAY CORRIDOR OVERLAY
PROPOSED ZONING:	48.42 AC
PRESENT USE:	6.57 AC
PROPOSED USE:	19.87
OVERLAY DISTRICT(S):	3 DU / AC (145 UNITS)
PROPERTY AREA:	2.09 DU / AC (101 UNITS)
R/W DEDICATION:	APPROXIMATELY 25.0% (12 AC / 48.42 AC)
TOTAL LOT AREA:	APPROXIMATELY 33% (2,500 SF / 7,500 SF)
DENSITY ALLOWED:	30% (14.52 AC)
DENSITY PROVIDED:	45.39% (21.98 AC)
IMPERVIOUS SURFACE RATIO:	12.99 AC
LOT COVERAGE RATIO:	
OPEN SPACE OUTSIDE OF LOTS REQUIRED:	
OPEN SPACE OUTSIDE OF LOTS PROVIDED:	8.96 AC
a. OPEN SPACE PROVIDED IN RPA, WETLANDS, STREAMS, AND SLOPES 15% OR STEEPER:	
b. OPEN SPACE PROVIDED OUTSIDE OF RPA, WETLANDS, STREAMS, AND SLOPES 15% OR STEEPER:	
DISTURBED ACREAGE:	APPROXIMATELY 32.0 AC
WATER:	PUBLIC WATER
SEWER:	PUBLIC SANITARY SEWER
PARKING REQUIRED:	2 SPACES/UNIT X 101 UNITS = 202 SPACES
PARKING PROVIDED:	202 SPACES
MAXIMUM BUILDING HEIGHT:	2 STORY (APPROX. 35 FT)
MINIMUM YARD REQUIREMENTS:	
FRONT:	20 FT
SIDE:	7.5 FT
REAR:	20 FT
ESTIMATED VEHICLE TRIPS:	REFER TO TRAFFIC STUDY PREPARED BY RAMEY KEMP

ZONING COMPARISON			
SINGLE FAMILY DETACHED	ZONING	R-1	PDH-3
	ALLOWED DENSITY	1 DU PER 2 ACRES (CONV. SUBD.)	3 DWELLING UNITS PER ACRE
	ALLOWED YIELD	1 DU PER 1.5 ACRES (CLUSTER SUBD.)	
		24 DU (CONV. SUBD.)	145 DU
		32 DU (CLUSTER SUBD.)	

ESTIMATED WATER AND SEWER USAGE	
WATER USAGE 30,300 GPD	SEWER USAGE 30,300 GPD

TOTAL ESTIMATED VEHICLE TRIP PER DAY(VPD)
ITE TRIP GENERATION MANUAL 10TH EDITION:
SINGLE–FAMILY DETACHED HOUSING – LAND USE CODE 210
101 HOME X 10 TRIPS PER UNIT = 1,010 VPD
NOTE: ACTUAL HIGHEST VPD/UNIT = 9.54. THIS WAS
ROUNDED UP TO 10 IN ACCORDANCE WITH VDOT
METHODOLOGY.



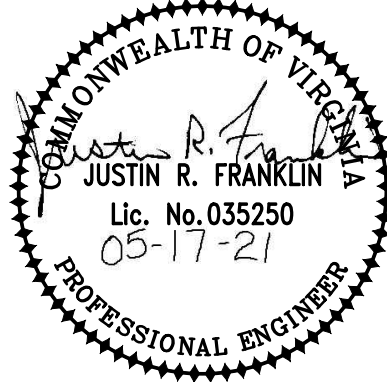
Fairbanks &
Franklin

Civil Engineering
Land Planning

1005 Mahone Street
Fredericksburg, VA 22401
(540) 899-3700

COVER SHEET

SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA



DATE : 02-18-20
DESIGNED: JRF
DRAWN : JRF
CHECKED : JDF

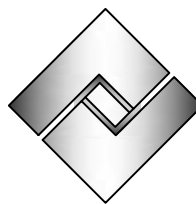
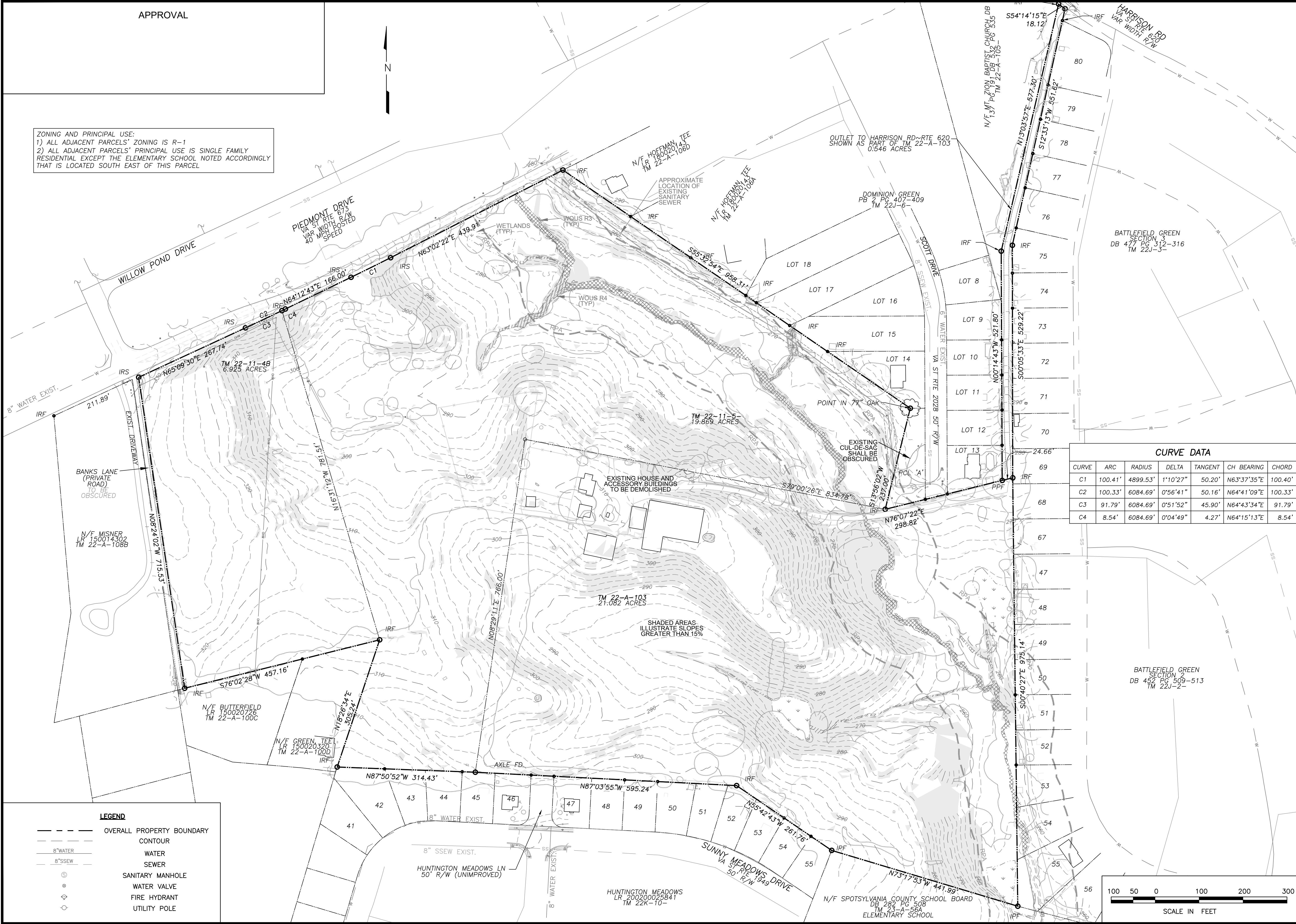
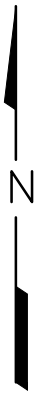
REVISIONS: 10-19-20
03-16-20 12-17-20
04-01-20 01-06-21
06-17-20 02-08-21
08-28-20 05-17-21

DOCUMENT NO.
470-1008

SHEET
1 OF 4

APPROVAL

ZONING AND PRINCIPAL USE:
1) ALL ADJACENT PARCELS' ZONING IS R-1
2) ALL ADJACENT PARCELS' PRINCIPAL USE IS SINGLE FAMILY
RESIDENTIAL EXCEPT THE ELEMENTARY SCHOOL NOTED ACCORDINGLY
THAT IS LOCATED SOUTH EAST OF THIS PARCEL



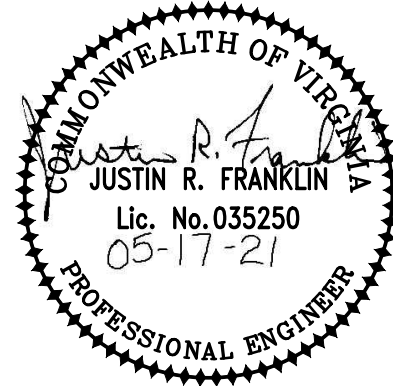
Fairbanks &
Franklin

Civil Engineering
Land Planning

1005 Mahone Street
Fredericksburg, VA 22401
(540) 899-3700

EXISTING CONDITIONS

SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA



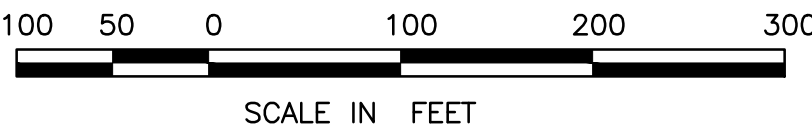
DATE : 02-18-20
DESIGNED: JRF
DRAWN : JRF
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REVISIONS: 10-19-20
03-16-20 12-17-20
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08-28-20 05-17-21

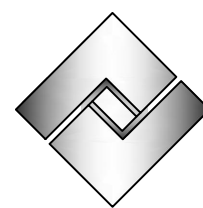
DOCUMENT NO.
470-1008

SHEET
2 OF 4

CURVE DATA						
CURVE	ARC	RADIUS	DELTA	TANGENT	CH BEARING	CHORD
C1	100.41'	4899.53'	1°10'27"	50.20'	N63°37'35"E	100.40'
C2	100.33'	6084.69'	0°56'41"	50.16'	N64°41'09"E	100.33'
C3	91.79'	6084.69'	0°51'52"	45.90'	N64°43'34"E	91.79'
C4	8.54'	6084.69'	0°04'49"	4.27'	N64°15'13"E	8.54'



APPROVAL



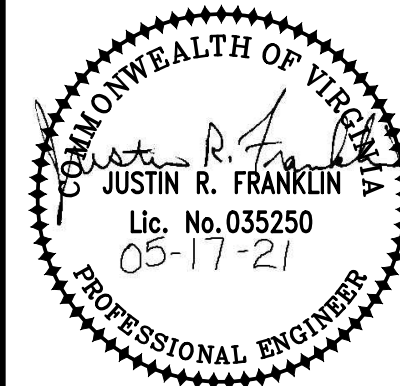
Fairbanks &
Franklin

Civil Engineering
Land Planning

1005 Mahone Street
Fredericksburg, VA 22401
(540) 899-3700

GENERALIZED DEVELOPMENT PLAN

SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA



DATE : 02-18-20
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DOCUMENT NO.
470-1008

SHEET
3 OF **4**

ZONING AND PRINCIPAL USE:
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2) ALL ADJACENT PARCELS' PRINCIPAL USE IS SINGLE FAMILY
RESIDENTIAL EXCEPT THE ELEMENTARY SCHOOL NOTED ACCORDINGLY
THAT IS LOCATED SOUTH EAST OF THIS PARCEL

THE STREET BUFFER ALONG
PIEDMONT DRIVE WILL COMPLY WITH
ARTICLE 6 OF THE DESIGN
STANDARDS MANUAL

PROPOSED 10' PAVED TRAIL ALONG
PIEDMONT DRIVE. TRAIL WILL BE
MAINTAINED BY THE HOA AND BE WITHIN
A PUBLIC ACCESS EASEMENT.
REFLECTIVE BARRICADE IN
ACCORDANCE WITH DSM (PLATE 5-22)
SHALL BE INSTALLED AT END OF TRAIL

BOLLARDS SHALL BE
INSTALLED ON BOTH SIDES OF
TRAIL TO PREVENT
AUTOMOBILE AND ATV
ACCESS

BATTLEFIELD GREEN
SECTION 3
DB 477 PG 312-316
TM 22J-3-

PROPOSED 10' WIDE PAVED
TRAIL. TRAIL AND TRAIL
CORRIDOR SHALL BE
DEDICATED TO
SPOTSYLVANIA COUNTY FOR
PUBLIC USE. TRAIL FOLLOWS
EXISTING DRIVEWAY AND
BETWEEN EXISTING LOT 13
AND PROPOSED LOT 100

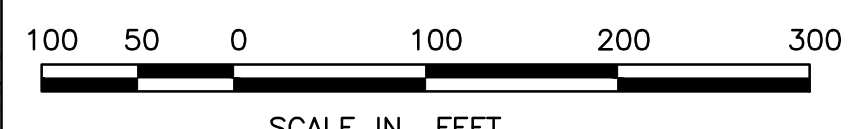
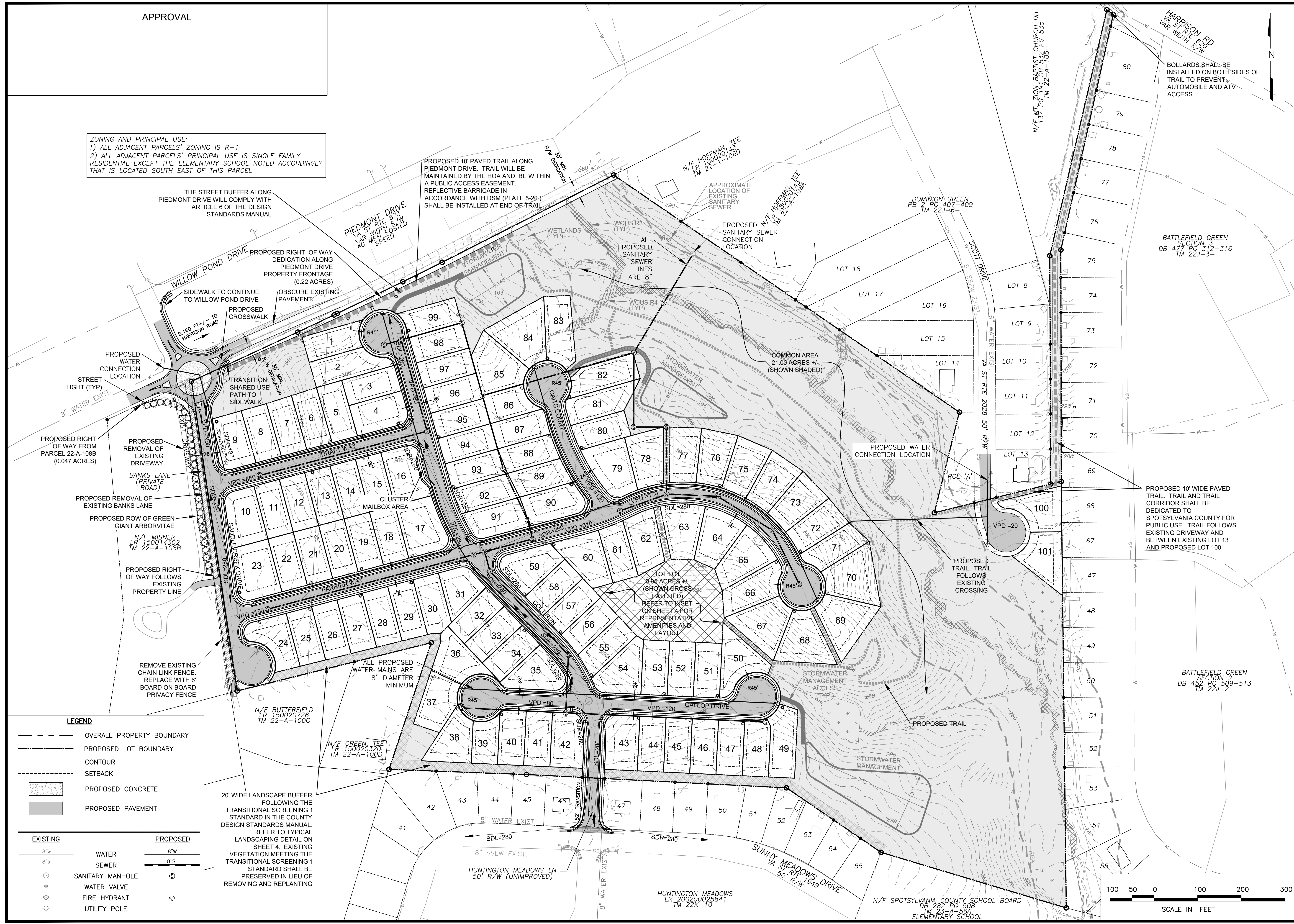
BATTLEFIELD GREEN
SECTION 2
DB 452 PG 509-513
TM 22J-2-

LEGEND

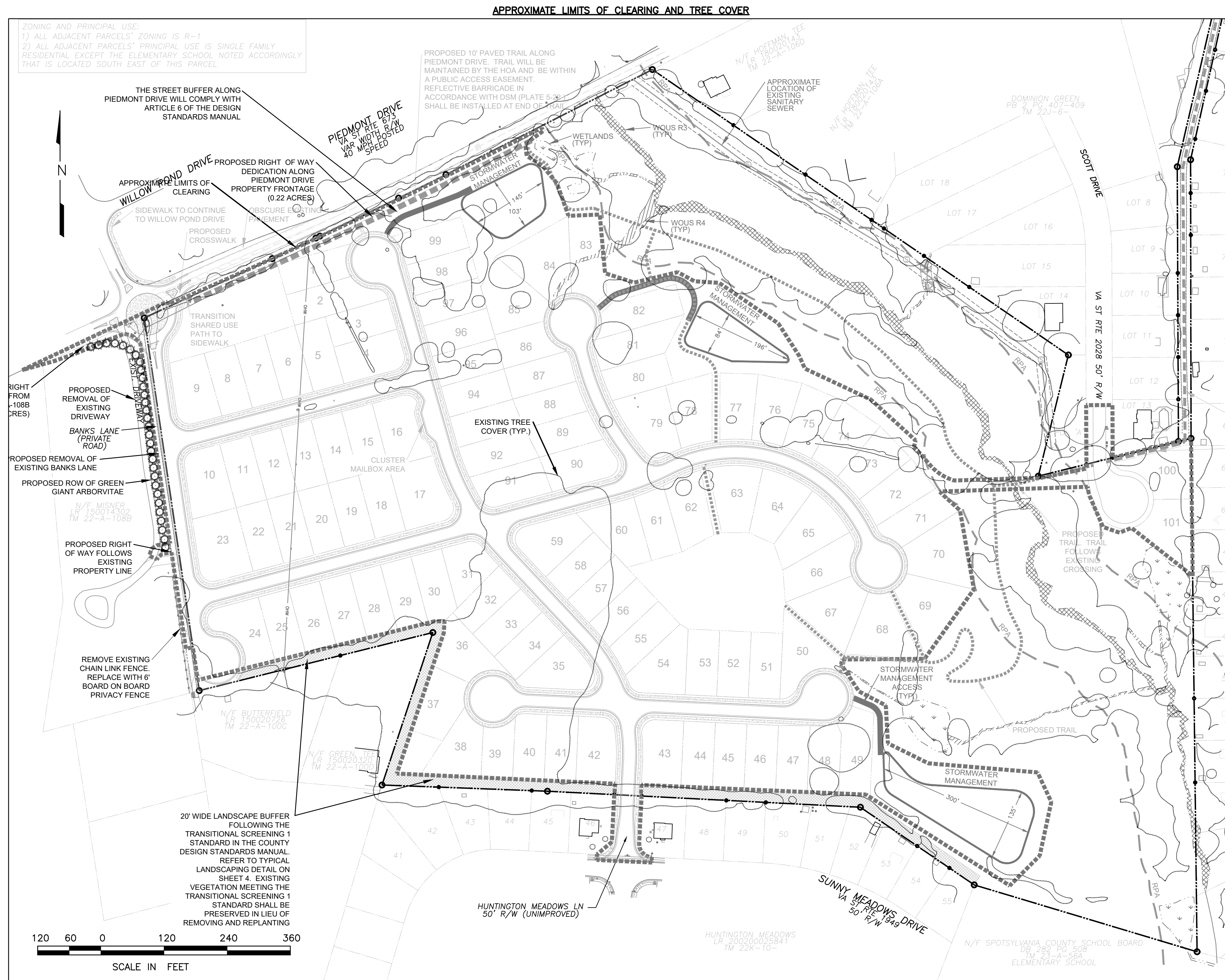
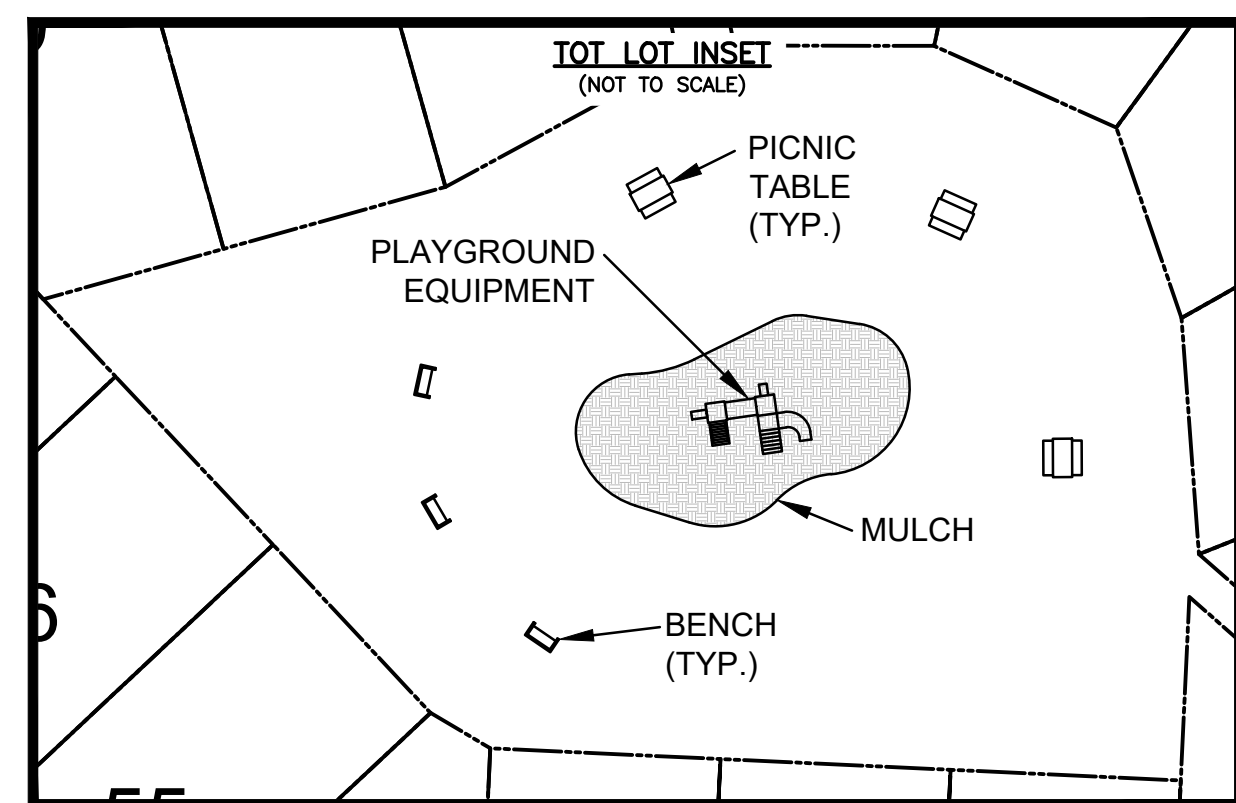
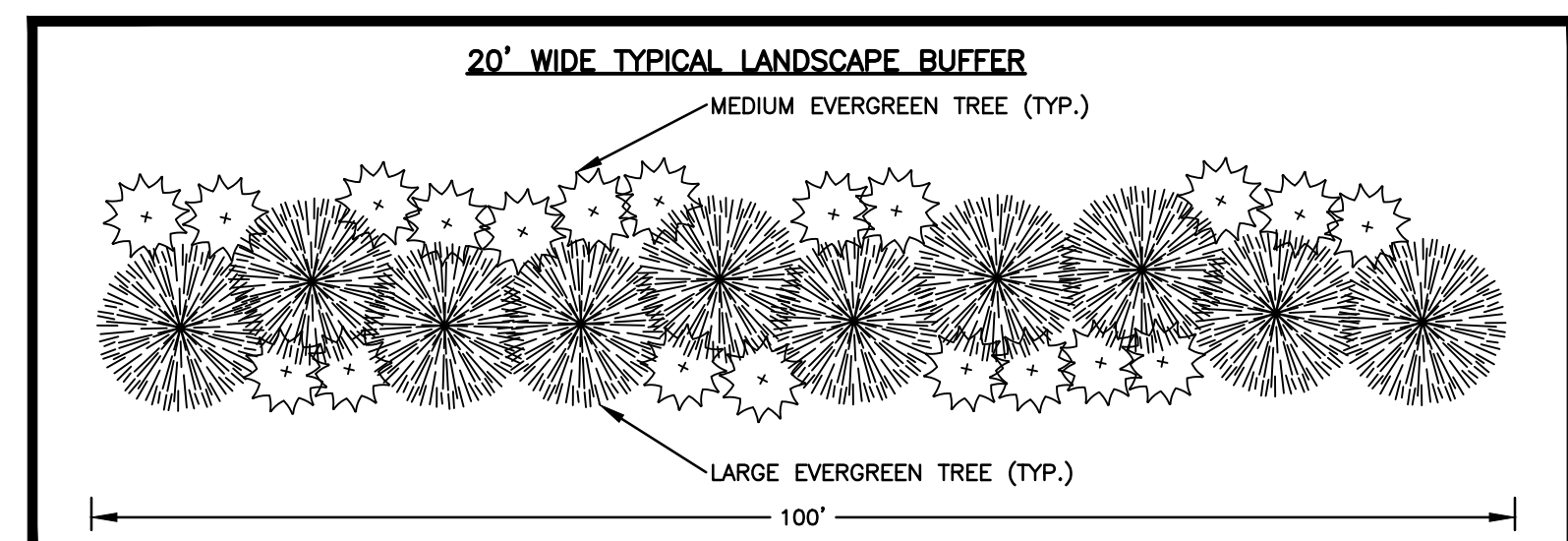
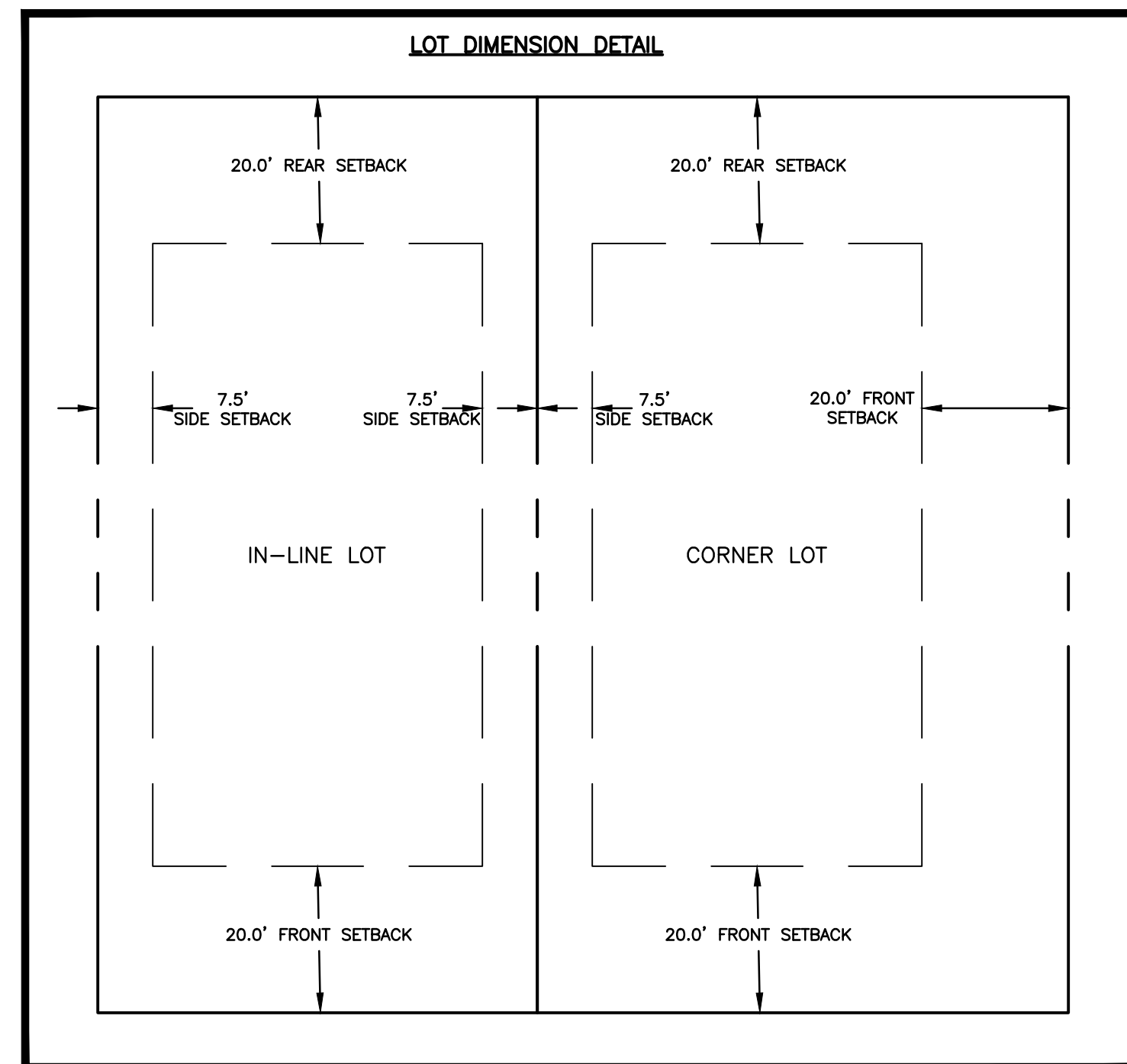
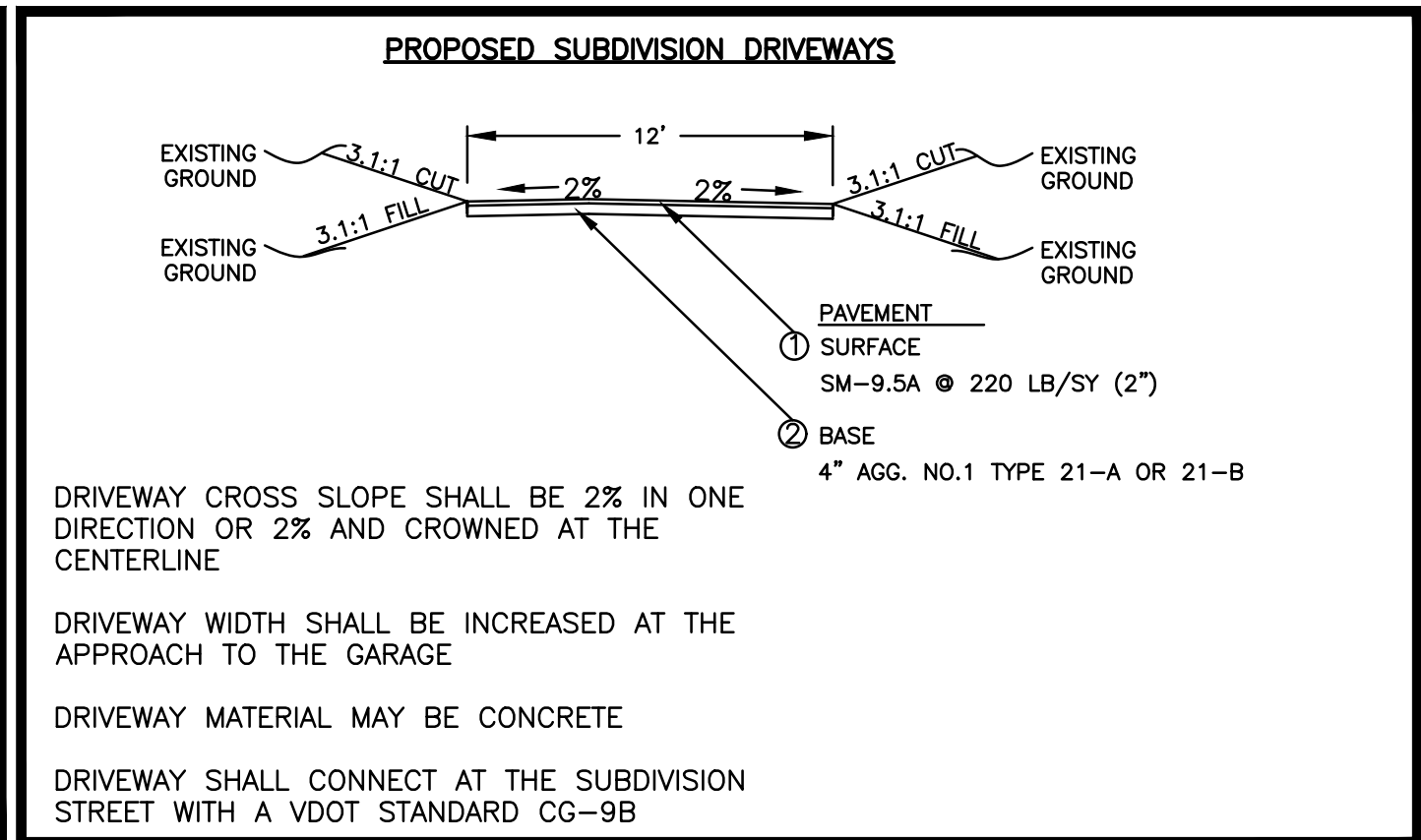
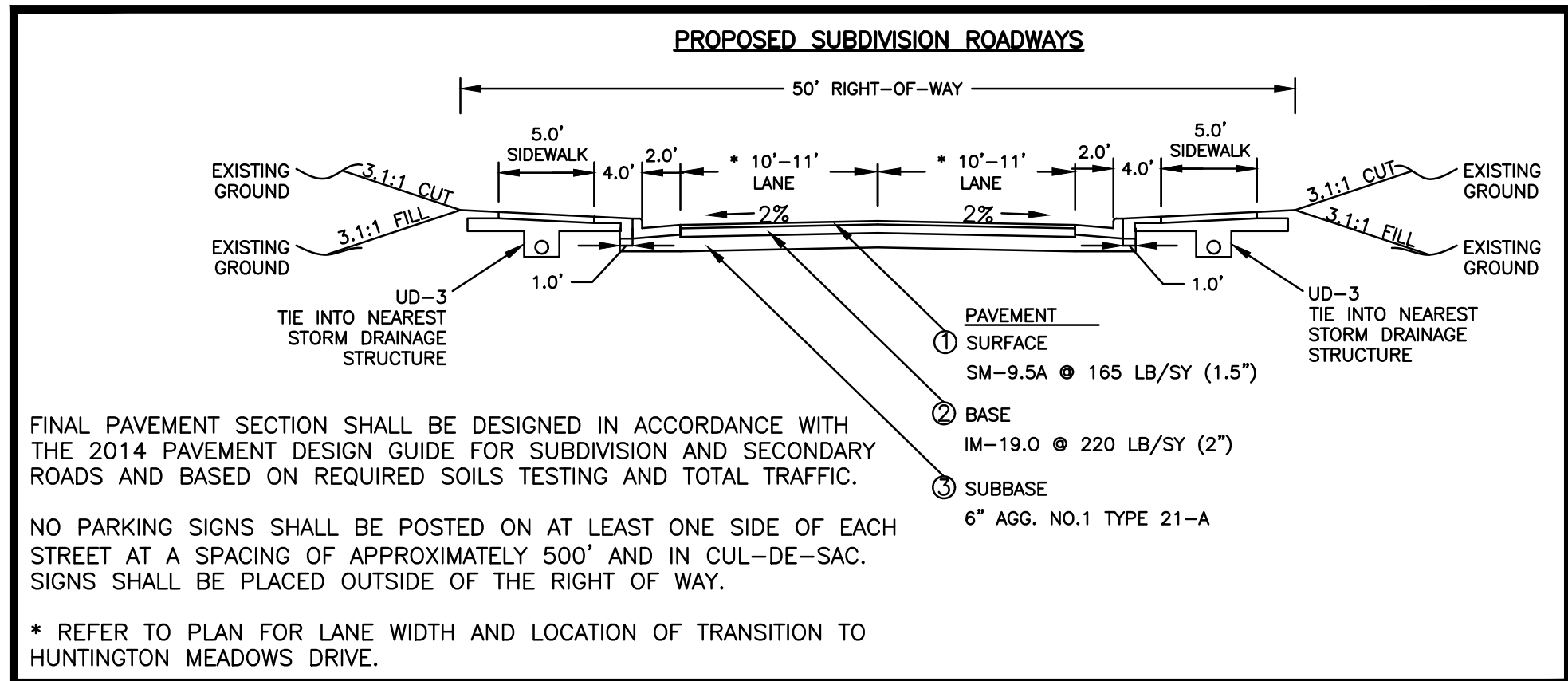
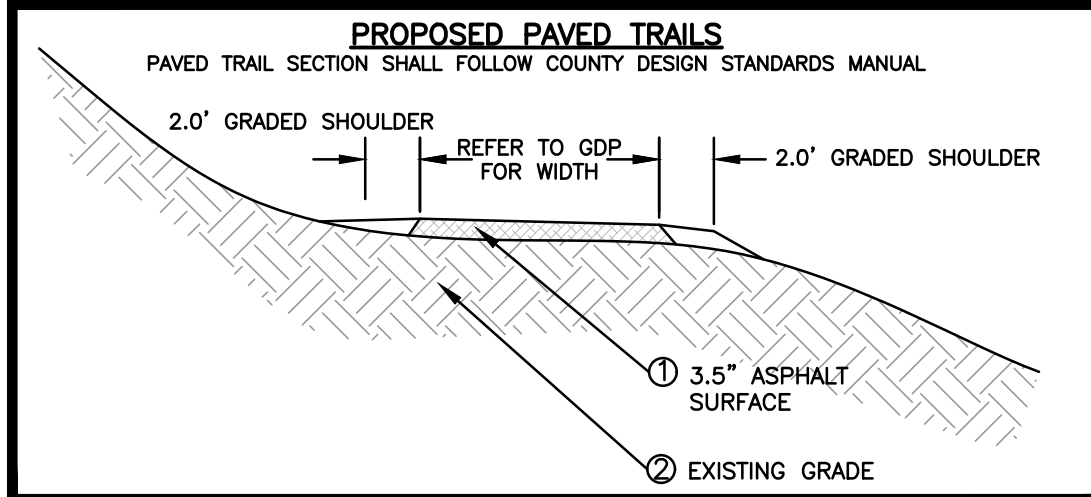
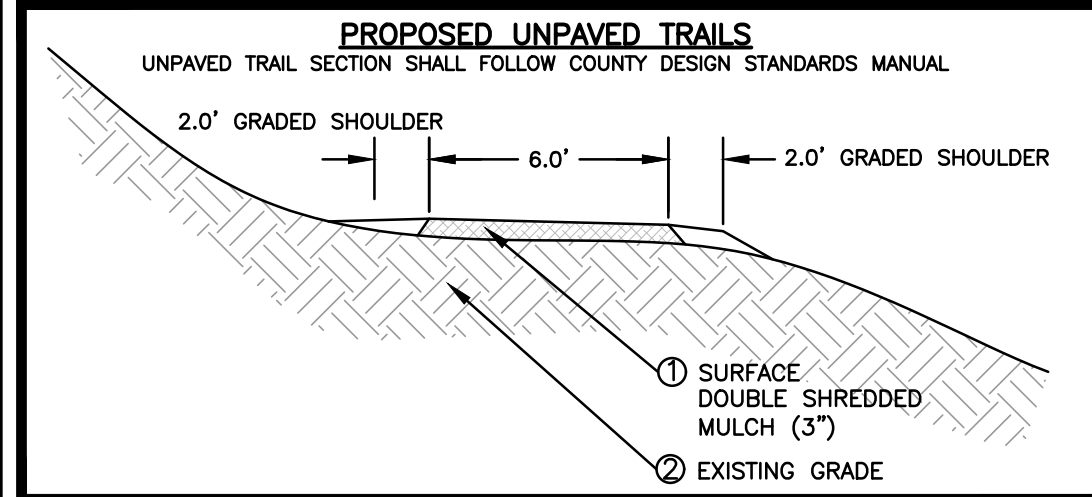
- OVERALL PROPERTY BOUNDARY
- PROPOSED LOT BOUNDARY
- CONTOUR
- SETBACK
- PROPOSED CONCRETE
- PROPOSED PAVEMENT

EXISTING	PROPOSED
8" W	8" W
8" S	8" S
WATER	WATER
SEWER	SEWER
SANITARY MANHOLE	SANITARY MANHOLE
WATER VALVE	WATER VALVE
FIRE HYDRANT	FIRE HYDRANT
UTILITY POLE	UTILITY POLE

20' WIDE LANDSCAPE BUFFER
FOLLOWING THE
TRANSITIONAL SCREENING 1
STANDARD IN THE COUNTY
DESIGN STANDARDS MANUAL.
REFER TO TYPICAL
LANDSCAPING DETAIL ON
SHEET 4. EXISTING
VEGETATION MEETING THE
TRANSITIONAL SCREENING 1
STANDARD SHALL BE
PRESERVED IN LIEU OF
REMOVING AND REPLANTING



APPROVAL

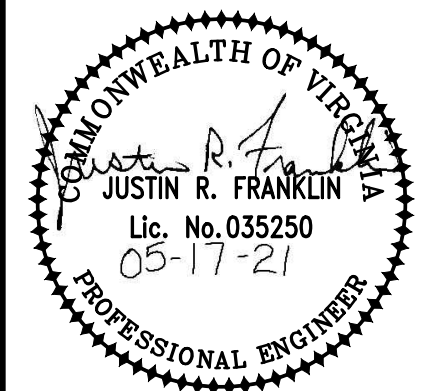


Civil Engineering
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DETAILS

SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA



DATE : 02-18-20
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08-28-20	05-17-21

DOCUMENT NO.
470-1008

4 SHEET 4
OF

EXHIBIT B

Banks Lane Condemnation

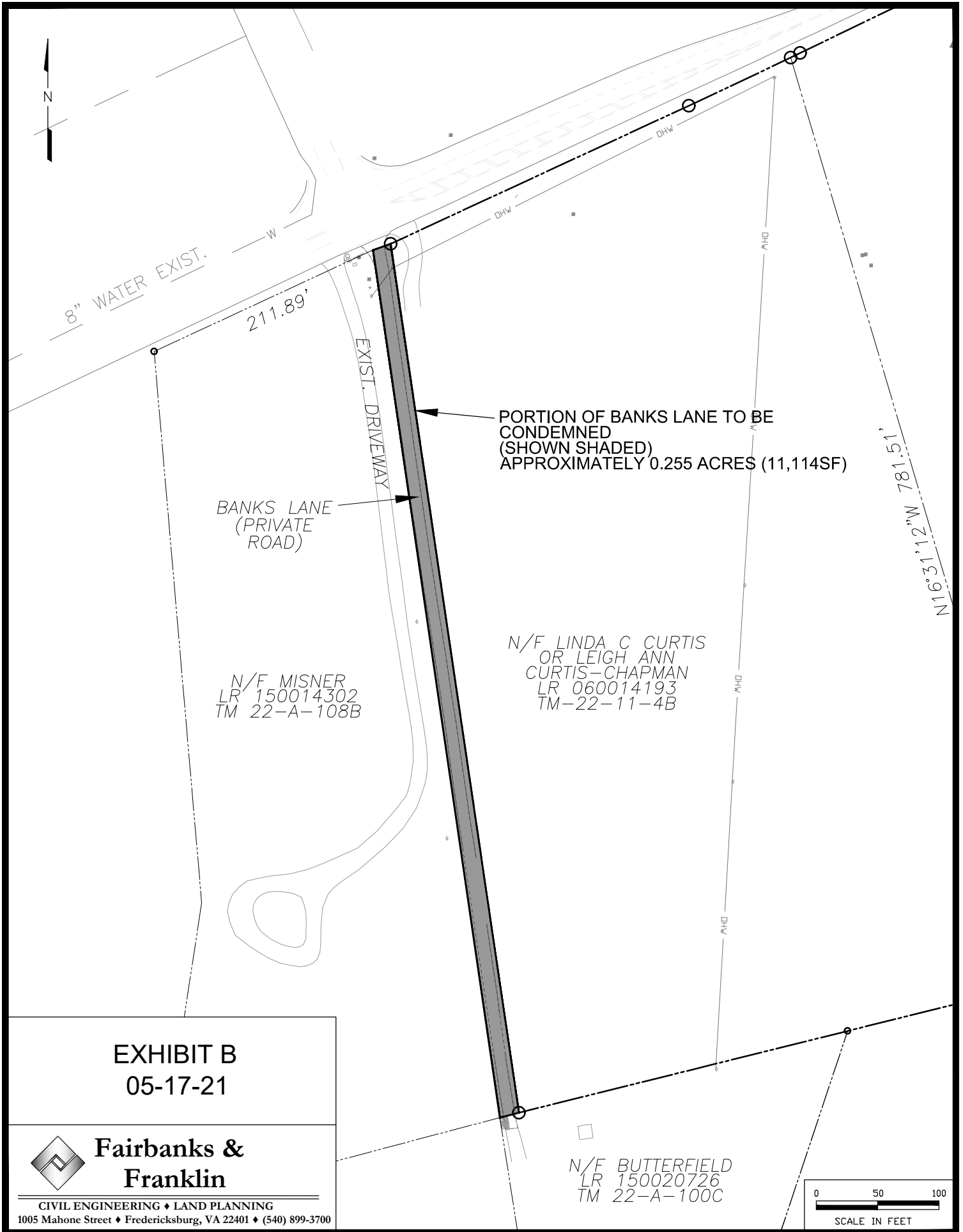


Exhibit C

“Tot Lot”



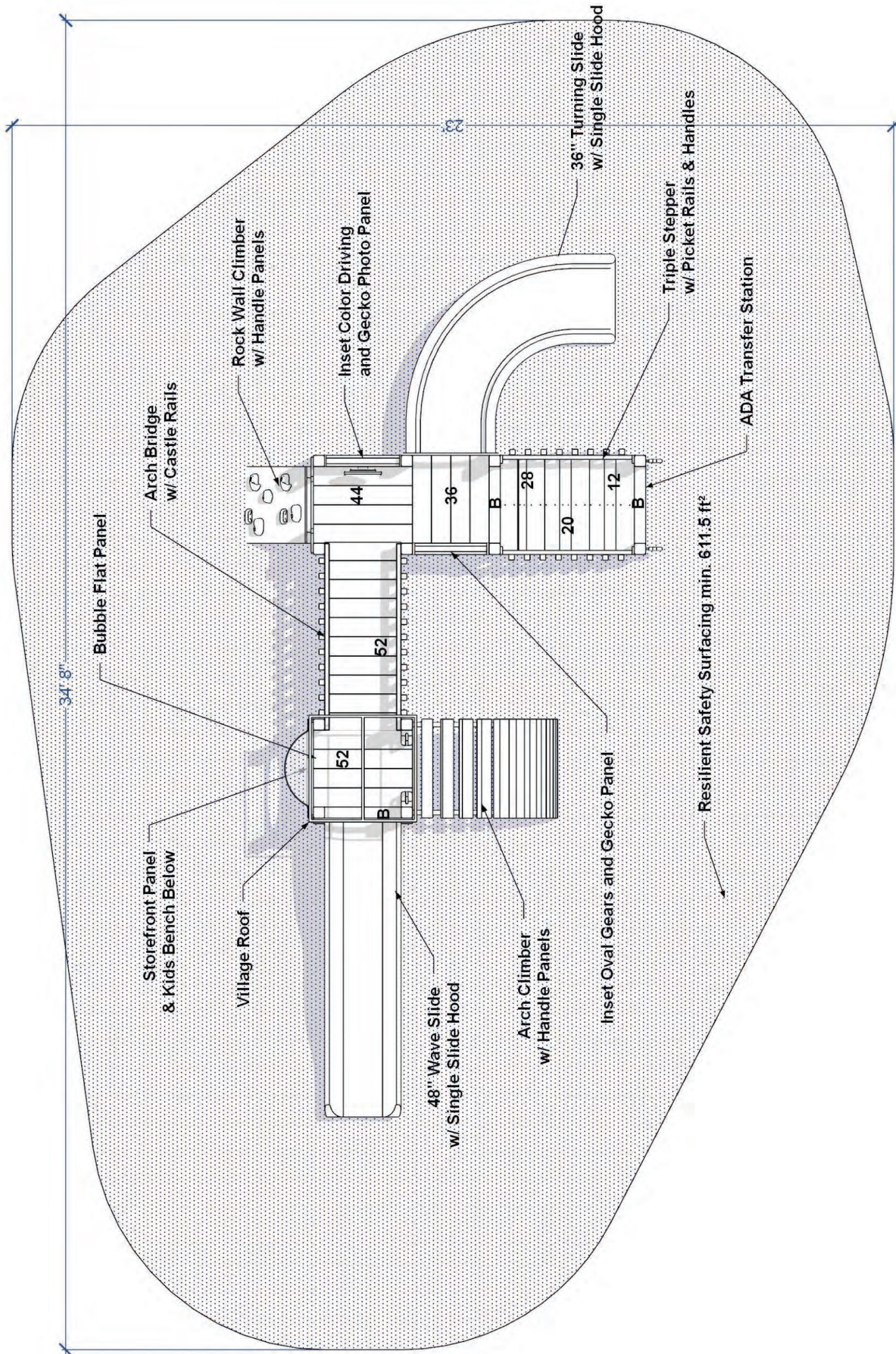


Exhibit D

“Agreement”

13660426.1 045478.00005

AGREEMENT

This AGREEMENT (the “Agreement”) is made and entered this ____ day of _____, 2021, by and among the COUNTY OF SPOTSYLVANIA, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the “County”), and RAPPAHANNOCK DEVELOPMENT GROUP, LLC, a Virginia Limited Liability Company, and LINDA C. CURTIS and LEIGH ANN CURTIS-CHAPMAN, individuals, all collectively referred to as the “Parties.” Rappahannock Development Group, LLC, Linda C. Curtis, and Leigh Ann Curtis-Chapman are hereinafter collectively referred to as “the Company” for convenience.

PREAMBLE:

WHEREAS, the Company has filed with the County an application to rezone property identified as County Tax Map Parcel 22-A-103 located at 6020 Harrison Road, County Tax Map Parcel 22-11-4B located at 11501 Piedmont Drive, and County Tax Map Parcel 22-11-5 located at 11513 Piedmont Drive all in Spotsylvania County (hereafter collectively “the Property”) to allow the construction of One Hundred and One (101) single family detached dwelling units. The proposed rezoning case is identified in the County’s records as Case No. R20-0008 (the “Rezoning”); and

WHEREAS, as part of the Rezoning and as allowed by Virginia Code and County Ordinance the Company has submitted a proffer statement in which the Company commits to several actions in order to mitigate the Rezoning’s impact on the County and the neighboring properties (the “Proffers” as defined herein); and

WHEREAS, included in the Proffers and as described on the Generalized Development Plan (as defined herein), is a commitment to construct a new public road, including, but not limited to a roundabout, adjoining the entrance at Piedmont Drive opposite Chancellor Park Drive (the “Public Facility”) in the hopes of mitigating the Rezoning’s impact on the County’s transportation facilities and its neighbors; and

WHEREAS, in order to construct the Public Facility and, ultimately, to dedicate the Public Facility to the Virginia Department of Transportation (“VDOT”) for acceptance into the Commonwealth’s Secondary Highway System, the Company or the County must acquire clean title to a portion of property adjacent to the Property (the “Necessary Property” as defined herein); and

WHEREAS, utilizing the County’s authority to condemn property for public facilities is the most expedient and effective way for the Company to ensure clean title to the Necessary Property in order for the Company to construct the Public Facility to the Standard (as defined herein) and Dedicate it (as defined herein); and

WHEREAS, should the County approve the Rezoning, the Company desires to fully reimburse the County for any and all costs associated with the possible condemnation to allow the Company to construct the Public Facility pursuant to the Standard (as defined herein) and Dedicate it (as defined herein); and

WHEREAS, should the County decide to approve the Rezoning, and should the County decide to condemn the Necessary Property, the County desires that the Company be required to fully reimburse the County for any and all fees, costs, expenses, awards or settlements associated with the condemnation and that the Company be required to construct the Public Facility to the Standard (as defined herein) and Dedicate it (as defined herein);

NOW THEREFORE in consideration of the foregoing, the mutual benefits, promises and undertakings of the Parties to this Agreement, 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 a material part of this Agreement.

SECTION 2. DEFINITIONS

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

“Generalized Development Plan” or “GDP” means the document identified as the generalized development plan, entitled Saddle Creek Generalized Development Plan for Rezoning dated 02-18-2020 and last revised on 05-17-2021 included with the Company’s Proffers which is attached hereto and incorporated herein by reference as “Exhibit A”.

“Proffers” means the final proffer statement dated May 28, 2021, approved as part of the Rezoning, executed by the Company which is attached hereto and incorporated herein by reference as “Exhibit B” without the GDP, the Banks Lane Condemnation plat entitled “Exhibit B 5-17-21”, or the Tot Lot exhibit, for efficiency, although all remain part of the proffer statement.

“Necessary Property” means the property which the Company or the County needs to acquire in order to construct the Public Facility and that being described as a “Portion of Banks Lane To Be Condemned” as shown on that certain exhibit plat titled “Exhibit B 05-17-21”, prepared by Fairbanks & Franklin, and attached hereto and incorporated herein by reference as “Exhibit C”.

“Standard” means the standard of design and construction necessary to meet the all the commitments set forth in the Proffers related to the Public Facility, and all applicable Virginia codes, standards, rules, and regulations, and all applicable County ordinances, standards, rules, and regulations, and all applicable VDOT standards, rules, and regulations so as to allow the Public Facility, including the Necessary Property, to be dedicated to VDOT for acceptance into the Commonwealth’s Secondary Highway System as a public road all as determined by the County and VDOT.

“Dedicate” or “Dedicated” means dedicating the Public Facility, including the Necessary Property, to VDOT for acceptance into the Commonwealth’s Secondary Highway System as a public road

and shall include any necessary actions related to the title of the Public Facility as determined by the County and VDOT.

SECTION 3. NECESSARY CONDITIONS

3.1 This Agreement is predicated and conditioned upon the Board of Supervisors of Spotsylvania County (the “Board”) approving the Rezoning. Should the Board not approve the Rezoning, this Agreement shall be void and have no legal effect, and the Parties shall not be bound hereto.

3.2 Nothing herein requires or will be interpreted as requiring or binding the Board to either take the legislative action to approve the Rezoning or to condemn the Necessary Property, both of which are at the sole and absolute discretion of the Board.

SECTION 4. CONDEMNATION AND COMPANY COMMITMENTS

4.1 Should the County approve the Rezoning, the Company shall take all actions required by the County to assist the County in its consideration, and preparation, of condemning the Necessary Property to include, but not be limited to any title work and drafting of road plans for submission to VDOT. Should the County initiate the condemnation as set forth in Section 4.2, the County’s costs related to its consideration and preparation of condemning the Necessary Property shall be reimbursed by the Company as set forth in Section 4.3 to the extent the Company has not already paid for or undertaken the services on behalf of the County.

4.2 Should the County initiate the process of condemning the Necessary Property by issuing a bona fide offer or adopting a resolution authorizing the condemnation within 90 days after the dedication of the offsite right-of-way area as shown and depicted on the GDP as “Proposed Right of Way from Parcel 22-A-108B (0.047 acres)” to the County, which necessarily includes VDOT approval of the dedicated land (“County Condemnation Period”), the Company commits to the following, which shall collectively be referred to as the “Company Commitments.” The Company will extend the County Condemnation Period for a reasonable period thereafter so long as the County is diligently pursuing the condemnation in accordance with this Agreement and the extension will not be unreasonably withheld.

4.2.a. The Company will reimburse the County for any and all fees, costs, and expenses associated with the condemnation of the Necessary Property without limitation and to specifically include, but not be limited to, the reasonable costs of engaging and utilizing outside legal counsel for the County’s legal representation, appraisal costs including any necessary testimony and related expenses, the amount of any bona fide offer the County makes to the landowner in accordance with §25.1-204 of the Virginia Code (1950), or any amount the County deems to be a reasonable settlement for the proposed acquisition, the funds deposited with the court under the Certificate of Take in accordance with §25.1-305 of the Virginia Code (1950), as amended, the cost and related expenses of hiring any additional expert witnesses deemed necessary by the County or the County’s outside legal counsel for the condemnation proceedings, any statutorily required costs or expenses the County may be obligated to pay to the landowner within the condemnation proceeding, the entire amount of any award or settlement

amount in the condemnation proceeding, including interest, and including a flat fee designed to reimburse the County for its administrative costs in the amount of Ten Thousand Dollars (\$10,000) (the "Administrative Fee"). The County's Administrative Fee will be paid by the Company to the County in full within fourteen (14) days after the County has initiated the process of condemnation of the Necessary Property as set forth in Section 4.2. All other costs associated with the condemnation shall be paid to the County in full within fourteen (14) days of the County's delivery (whether via email or by mail) to the Company of an invoice related to services rendered in the condemnation of the Necessary Property which have been previously paid by the County. In the alternative, the County may direct its counsel, appraisers, contractors, vendors, and others providing services in support of the condemnation to present the Company with their invoices directly, which the Company will pay in full on behalf of the County within thirty (30) days of their mailing, or within the invoice payment period, whichever is shorter. Any late fees or costs accrued based upon the Company failing to directly pay invoices timely presented to it by the County will be the responsibility of the Company. The Administrative Fee and all acquisition and/or condemnation costs paid by the Company hereunder will not be refunded under any circumstance, except in the event if the County unreasonably refuses to complete, once begun, the condemnation of the Necessary Property.

4.2.b The Company will complete construction of the Public Facility as set forth on Sheet 3 of 4 of the GDP prior to, and as a condition of, the issuance of the first certificate of occupancy for a residential unit on the Property and, in no event, later than thirty-six (36) months after the Rezoning is approved, except and unless the County agrees to amend this Agreement. The Company will construct the Public Facility to the Standard to allow the Public Facility, including the Necessary Property, to be Dedicated.

4.2.c Upon completion of the Public Facility, the Company will take all legally required steps as directed by the County and VDOT to Dedicate the Public Facility.

SECTION 5. LIABILITY

5.1 The Company will at all times and without limitation hold the County, its officials, employees, contractors, and agents harmless from, and indemnify and defend the County, its officials, employees, contractors, and agents against, any and all actions, judgments, and claims, real or alleged, against the County, its officials, employees, contractors, or agents related in any way to the actions contemplated in this Agreement including, but not limited to, any and all condemnation actions and construction activities related to the Necessary Property, the Public Facility, either or both. Legal counsel utilized by the Company to meet these obligations will be retained subject to the consent and approval of the Spotsylvania County Attorney. Any judgments against the County, its officials, employees, contractors, and agents from which the Company has agreed to hold the County, its officials, employees, contractors, and agents harmless herein shall be paid by the Company in full within thirty (30) days of the judgment being entered. These provisions will survive the termination or expiration of this Agreement.

5.2 The foregoing will not be interpreted in any way to waive the County's lawful enjoyment of sovereign immunity.

SECTION 6. MISCELLANEOUS

6.1 This Agreement constitutes the full agreement between the Parties and shall bind the Parties, their heirs, their successors in interest in the Property, and their assigns. This Agreement may only be amended by written agreement between the Parties.

6.2 This Agreement will be construed and interpreted in accordance with the laws of the Commonwealth of Virginia.

6.3 Any legal action arising out of this Agreement will be heard in the Court of competent jurisdiction in Spotsylvania County, Virginia.

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

6.5 Neither failure on the part of the County to enforce any covenant or provision contained in this Agreement nor any waiver of any right under this Agreement will discharge or invalidate such covenant or provision or affect the right of the County to enforce the same right in the event of any subsequent default.

6.6 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.

6.7 Rappahannock Development Group, LLC hereby warrants and covenants that the individual executing this Agreement on its behalf is authorized by Rappahannock Development Group, LLC to do so and that it shall be so bound hereunder.

[AUTHORIZED SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, hereto agree and have executed this Agreement as of the date first written above.

COUNTY OF SPOTSYLVANIA, VIRGINIA

By: _____ (SEAL)

Ed Petrovitch

COUNTY ADMINISTRATOR

COMMONWEALTH OF VIRGINIA

COUNTY OF SPOTSYLVANIA, to-wit:

The foregoing Agreement was acknowledged before me this the _____ day of _____ 2021, by Ed Petrovitch, County Administrator of Spotsylvania County.

Notary Public

My Commission Expires: _____

My Registration No.: _____

APPROVED AS TO FORM:

County Attorney

SIGNATURE PAGES TO FOLLOW

RAPPAHANNOCK DEVELOPMENT GROUP, LLC,
a Virginia Limited Liability Company

By: _____ (Sign)

Name: _____ (Print)

Title: _____

STATE OF _____

CITY/COUNTY OF _____, to-wit:

The foregoing Agreement was acknowledged this the _____ day of _____,
2021, by _____ who is the _____ of Rappahannock Development
Group, LLC.

Notary Public

My Commission Expires: _____

My Registration No.: _____

SIGNATURE PAGES TO FOLLOW

LINDA C. CURTIS

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

The foregoing Agreement was acknowledged before me this the _____ day of _____
2021, by Linda C. Curtis.

Notary Public

My Commission Expires: _____
My Registration No.: _____

SIGNATURE PAGE TO FOLLOW

LEIGH ANN CURTIS-CHAPMAN

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

The foregoing Agreement was acknowledged before me this the _____ day of _____
2021, by Leigh Ann Curtis-Chapman.

Notary Public

My Commission Expires: _____
My Registration No.: _____

EXHIBIT A

“Generalized Development Plan”

SADDLE CREEK

GENERALIZED DEVELOPMENT PLAN FOR REZONING

22-11-4B, 22-11-5, & 22-A-103

11513 PIEDMONT DRIVE

SALEM VOTING DISTRICT

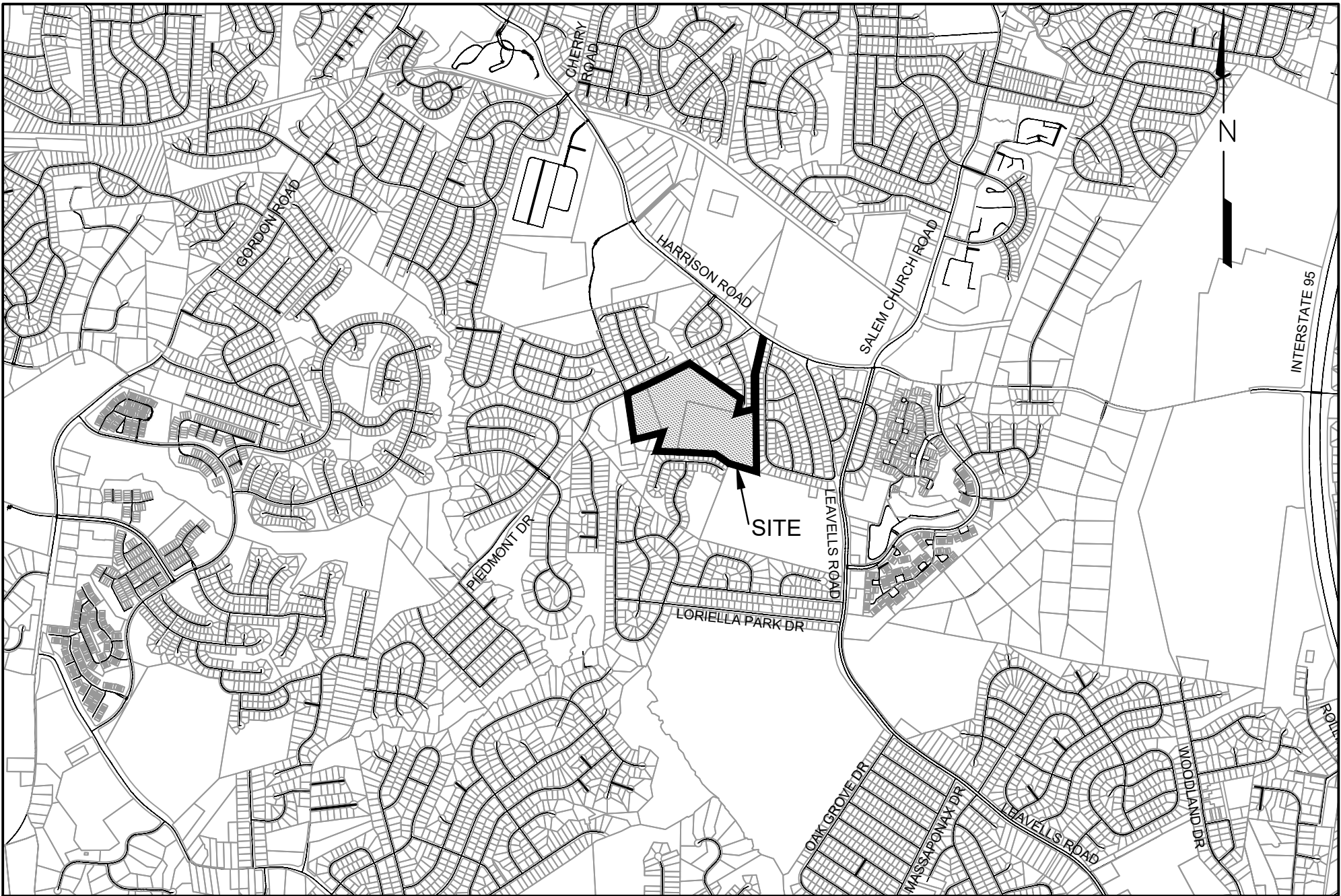
SPOTSYLVANIA COUNTY, VIRGINIA

SHEET INDEX

SHEET	TITLE
SHEET 1	COVER SHEET
SHEET 2	EXISTING CONDITIONS
SHEET 3	GENERALIZED DEVELOPMENT PLAN
SHEET 4	DETAILS

NOTES:

- SOURCE OF MAPPING:
TOPOGRAPHIC–AERIAL MAPPING PROVIDED BY MCKENZIE SNYDER WITH SUPPLEMENTAL INFORMATION TAKEN FROM SPOTSYLVANIA COUNTY GIS
BOUNDARY–BOUNDARY SURVEY PREPARED BY FAIRBANKS & FRANKLIN IN FEBRUARY 2020.
- EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED DURING CONSTRUCTION IN ACCORDANCE WITH THE VA. EROSION AND SEDIMENT CONTROL HANDBOOK.
- WETLANDS AND STREAM CHANNELS SHOWN ON THIS PLAN WERE DELINEATED BY TNT ENVIRONMENTAL.
- THERE ARE NO KNOWN DAM BREAK INUNDATION ZONES WITHIN THE LIMITS OF THE SITE.
- THERE ARE NO KNOWN HISTORIC BUILDINGS, ARCHAEOLOGICAL FEATURES, OR HISTORIC DISTRICTS ON SITE.
- THERE ARE NO KNOWN PLACES OF BURIAL ON SITE.
- LANDSCAPING AND SCREENING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 23–5.5 OF THE SPOTSYLVANIA COUNTY CODE, ARTICLE 6 OF THE SPOTSYLVANIA COUNTY DESIGN STANDARDS MANUAL.
- ALL PARCEL LINES, PARCEL SIZES, BUILDING ENVELOPES, BUILDING 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 THE APPLICANT TO ADDRESS FINAL DEVELOPMENT, ENGINEERING AND DESIGN REGULATIONS, FULFILL COMPLIANCE WITH STATE AND FEDERAL AGENCY AND COMPLIANCE WITH THE REQUIREMENTS OF THE COUNTY’S DEVELOPMENT REGULATIONS. NOTWITHSTANDING THE FOREGOING, ANY SAID ADJUSTMENTS TO THE GDP SHALL BE SUBJECT TO THE APPROVAL OF THE COUNTY’S ZONING ADMINISTRATOR, AND IN NO EVENT SHALL APPROVED ADJUSTMENTS TO THE GDP RELIEVE THE APPLICANT FROM PROVIDING ANY OF THE PROFFERS.
- STORMWATER MANAGEMENT WILL BE ACHIEVED THROUGH THE USE OF BEST MANAGEMENT PRACTICES LOCATED REGIONALLY AT DRAINAGE OUTFALLS. ALL OUTFALL LOCATIONS WILL BE ANALYZED TO ENSURE THE RECEIVING CHANNELS ARE ADEQUATE AND THAT THE UPSTREAM STORMWATER MANAGEMENT FACILITIES DETAIN THE PEAK POST DEVELOPMENT RUNOFF IN ACCORDANCE WITH APPLICABLE STATE AND COUNTY REQUIREMENTS. AS SHOWN ON THIS GDP, THE APPROXIMATE IMPERVIOUS COVER IS 12 ACRES, THE APPROXIMATE OPEN SPACE IS 22 ACRES, AND THE REMAINING AREA OF APPROXIMATELY 14 ACRES IS MANAGED TURF. THIS DEVELOPMENT WILL REQUIRE A REDUCTION OF TP OF APPROXIMATELY 14.5 LBS. THIS REDUCTION WILL BE ACHIEVED IN THE REGIONAL FACILITIES.
- ALL REFUSE MUST BE DISPOSED OF AT COUNTY APPROVED DISPOSAL SITES. SOLID WASTE GENERATED BY EACH SINGLE FAMILY ATTACHED AND SINGLE FAMILY DETACHED LOT WILL BE STORED ON THAT RESPECTIVE LOT IN A CONTAINER. A PRIVATE REFUSE COLLECTION SERVICE WILL COLLECT AND TRANSPORT THE SOLID WASTE TO A COUNTY APPROVED DISPOSAL/COLLECTION SITE.
- BASED UPON GRAPHIC PLOTTING ONLY, THE PROPERTY IS LOCATED WITHIN ZONE X, "AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOODPLAIN", AS PER FLOOD INSURANCE RATE MAP FOR SPOTSYLVANIA COUNTY, VIRGINIA, COMMUNITY PANEL NUMBER 5103080075C EFFECTIVE FEBRUARY 18, 1998.
- THE HOMEOWNER’S ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL COMMON LAND AND FACILITIES WITHIN THE DEVELOPMENT.
- ALL PROPOSED SUBDIVISION STREETS SHOWN ON THE PLAN ARE PUBLIC. THE SUBDIVISION STREETS WILL CONNECT TO PIEDMONT DRIVE AND SUNNY MEADOWS DRIVE, BOTH OF WHICH ARE WITHIN PUBLIC RIGHTS OF WAY AND MAINTAINED BY VDOT.
- ALL LOTS SHALL HAVE DRIVEWAY CONNECTIONS TO THE INTERNAL SUBDIVISION STREETS ONLY. NO LOTS SHALL HAVE DIRECT ACCESS TO PIEDMONT DRIVE.
- EASEMENTS MAY EXIST THAT ARE NOT SHOWN HEREON.
- ALL LIGHTING SHALL COMPLY WITH SPOTSYLVANIA COUNTY STANDARDS.
- THIS DEVELOPMENT SHALL COMPLY WITH ALL SPOTSYLVANIA COUNTY CODE REQUIREMENTS.
- ALL APPLICABLE ENVIRONMENTAL PERMITS SHALL BE OBTAINED AS REQUIRED FOR SITE PLAN APPROVAL.



VICINITY MAP
SCALE 1"=2000'
SCALE IN FEET (1 INCH=2,000 FEET)

PROPERTY OWNER	APPLICANT	ENGINEER
TM 22-11-4B, TM 22-11-5, & 22-A-103 LINDA C CURTIS OR LEIGH ANN CURTIS-CHAPMAN 6020 HARRISON ROAD FREDERICKSBURG, VA 22407	RAPPAHANNOCK DEVELOPMENT GROUP 1016 CHARLES STREET FREDERICKSBURG, VA 22401 540-273-7498	FAIRBANKS & FRANKLIN 1005 MAHONE STREET FREDERICKSBURG, VIRGINIA 22401 540-899-3700

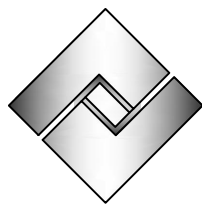
SITE INFORMATION:

TAX PARCELS:	22-11-4B, 22-11-5, & 22-A-103
ADDRESS:	11513 PIEDMONT DRIVE
PRESENT ZONING:	R-1 FOR LOT 22-A-103 PDH-3
PROPOSED ZONING:	SINGLE-FAMILY DETACHED RESIDENTIAL
PRESENT USE:	SINGLE-FAMILY DETACHED RESIDENTIAL
PROPOSED USE:	HIGHWAY CORRIDOR OVERLAY
OVERLAY DISTRICT(S):	48.42 AC
PROPERTY AREA:	6.57 AC
R/W DEDICATION:	19.87
TOTAL LOT AREA:	3 DU / AC (145 UNITS)
DENSITY ALLOWED:	2.09 DU / AC (101 UNITS)
DENSITY PROVIDED:	APPROXIMATELY 25.0% (12 AC / 48.42 AC)
IMPERVIOUS SURFACE RATIO:	APPROXIMATELY 33% (2,500 SF / 7,500 SF)
LOT COVERAGE RATIO:	30% (14.52 AC)
OPEN SPACE OUTSIDE OF LOTS REQUIRED:	45.39% (21.98 AC)
OPEN SPACE OUTSIDE OF LOTS PROVIDED:	12.99 AC
a. OPEN SPACE PROVIDED IN RPA, WETLANDS, STREAMS, AND SLOPES 15% OR STEEPER:	
b. OPEN SPACE PROVIDED OUTSIDE OF RPA, WETLANDS, STREAMS, AND SLOPES 15% OR STEEPER:	8.96 AC
DISTURBED ACREAGE:	APPROXIMATELY 32.0 AC
WATER:	PUBLIC WATER
SEWER:	PUBLIC SANITARY SEWER
PARKING REQUIRED:	2 SPACES/UNIT X 101 UNITS = 202 SPACES
PARKING PROVIDED:	202 SPACES
MAXIMUM BUILDING HEIGHT:	2 STORY (APPROX. 35 FT)
MINIMUM YARD REQUIREMENTS:	
FRONT:	20 FT
SIDE:	7.5 FT
REAR:	20 FT
ESTIMATED VEHICLE TRIPS:	REFER TO TRAFFIC STUDY PREPARED BY RAMEY KEMP

ZONING COMPARISON			
SINGLE FAMILY DETACHED	ZONING	R-1	PDH-3
	ALLOWED DENSITY	1 DU PER 2 ACRES (CONV. SUBD.)	3 DWELLING UNITS PER ACRE
	ALLOWED YIELD	1 DU PER 1.5 ACRES (CLUSTER SUBD.) 24 DU (CONV. SUBD.) 32 DU (CLUSTER SUBD.)	145 DU

ESTIMATED WATER AND SEWER USAGE	
WATER USAGE 30,300 GPD	SEWER USAGE 30,300 GPD

TOTAL ESTIMATED VEHICLE TRIP PER DAY(VPD)
ITE TRIP GENERATION MANUAL 10TH EDITION:
SINGLE–FAMILY DETACHED HOUSING – LAND USE CODE 210
101 HOME X 10 TRIPS PER UNIT = 1,010 VPD
NOTE: ACTUAL HIGHEST VPD/UNIT = 9.54. THIS WAS
ROUNDED UP TO 10 IN ACCORDANCE WITH VDOT
METHODOLOGY.



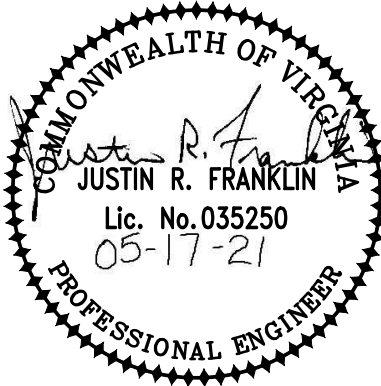
Fairbanks &
Franklin

Civil Engineering
Land Planning

1005 Mahone Street
Fredericksburg, VA 22401
(540) 899-3700

COVER SHEET

SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA



DATE : 02-18-20
DESIGNED: JRF
DRAWN : JRF
CHECKED : JDF

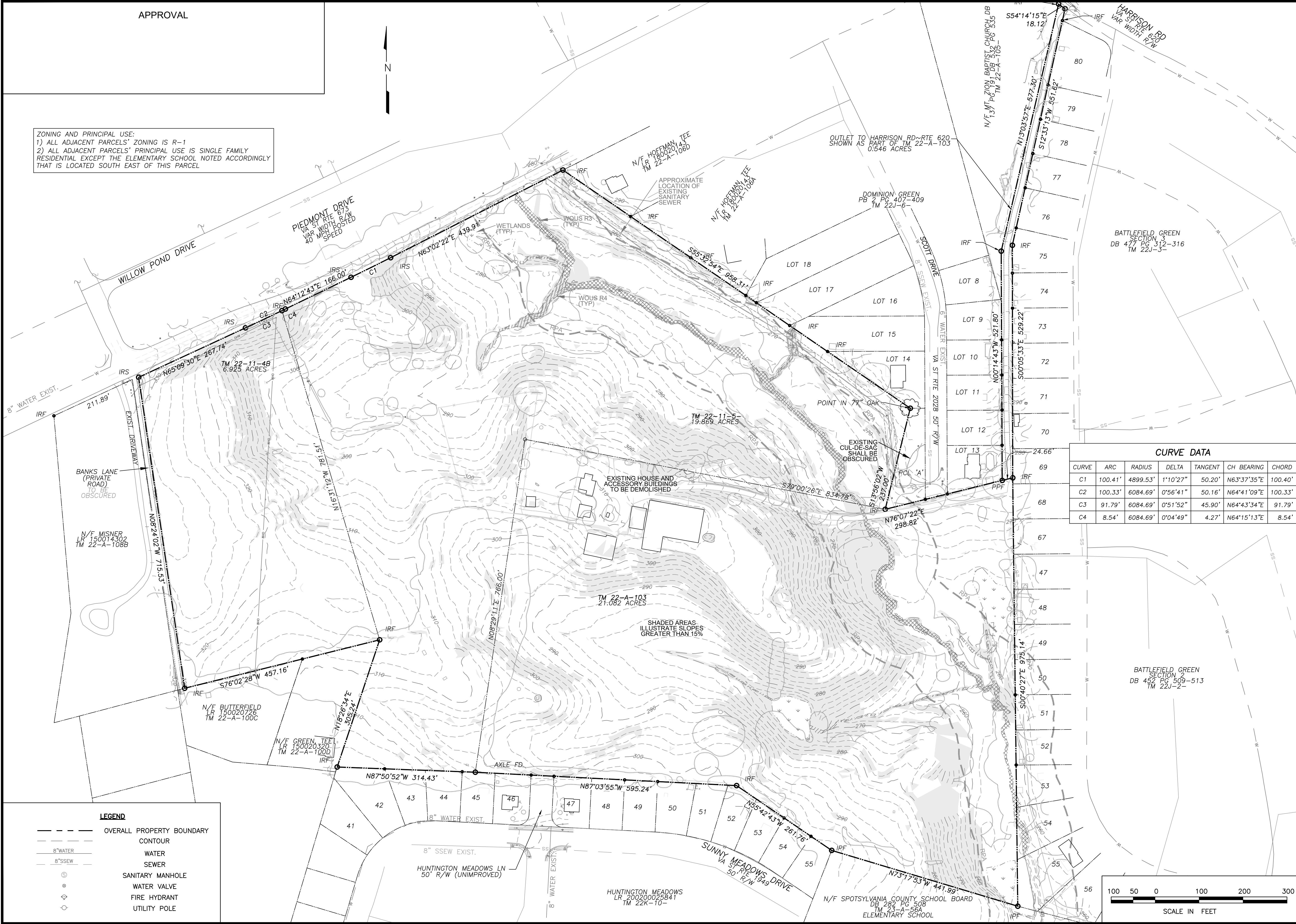
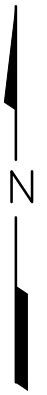
REVISIONS: 10-19-20
03-16-20 12-17-20
04-01-20 01-06-21
06-17-20 02-08-21
08-28-20 05-17-21

DOCUMENT NO.
470-1008

SHEET
1 OF 4

APPROVAL

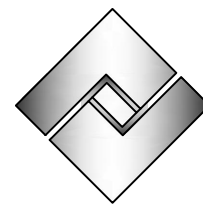
ZONING AND PRINCIPAL USE:
1) ALL ADJACENT PARCELS' ZONING IS R-1
2) ALL ADJACENT PARCELS' PRINCIPAL USE IS SINGLE FAMILY RESIDENTIAL EXCEPT THE ELEMENTARY SCHOOL NOTED ACCORDINGLY THAT IS LOCATED SOUTH EAST OF THIS PARCEL



CURVE DATA						
CURVE	ARC	RADIUS	DELTA	TANGENT	CH BEARING	CHORD
C1	100.41'	4899.53'	1°10'27"	50.20'	N63°37'35"E	100.40'
C2	100.33'	6084.69'	0°56'41"	50.16'	N64°41'09"E	100.33'
C3	91.79'	6084.69'	0°51'52"	45.90'	N64°43'34"E	91.79'
C4	8.54'	6084.69'	0°04'49"	4.27'	N64°15'13"E	8.54'

LEGEND

- OVERALL PROPERTY BOUNDARY
- - - CONTOUR
- 8" WATER
- 8" SSEW
- SANITARY MANHOLE
- ⊙ WATER VALVE
- ⊕ FIRE HYDRANT
- UTILITY POLE



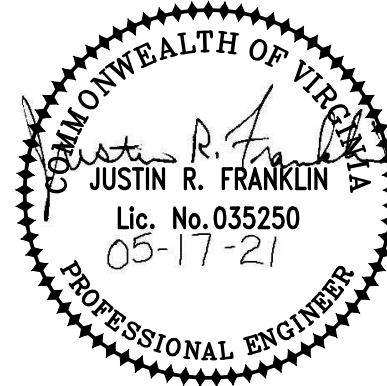
Fairbanks &
Franklin

Civil Engineering
Land Planning

1005 Mahone Street
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EXISTING CONDITIONS

SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA

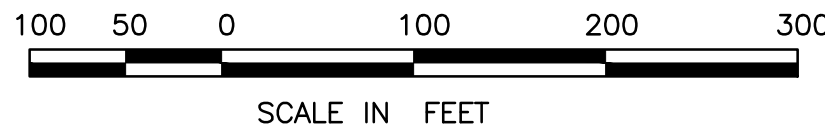


DATE : 02-18-20
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DRAWN : JRF
CHECKED : JDF

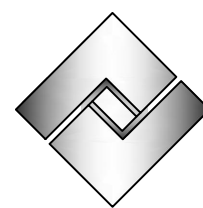
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DOCUMENT NO.
470-1008

SHEET
2 OF **4**



APPROVAL



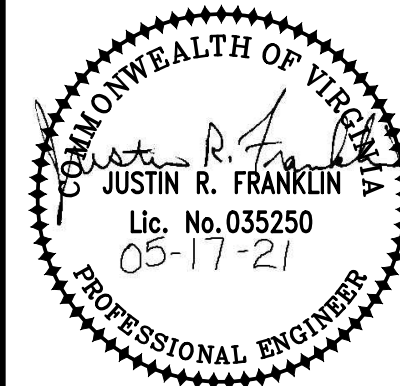
Fairbanks &
Franklin

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Land Planning

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GENERALIZED DEVELOPMENT PLAN

SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA



DATE : 02-18-20
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DOCUMENT NO.
470-1008

SHEET
3 OF **4**

ZONING AND PRINCIPAL USE:
1) ALL ADJACENT PARCELS' ZONING IS R-1
2) ALL ADJACENT PARCELS' PRINCIPAL USE IS SINGLE FAMILY
RESIDENTIAL EXCEPT THE ELEMENTARY SCHOOL NOTED ACCORDINGLY
THAT IS LOCATED SOUTH EAST OF THIS PARCEL

THE STREET BUFFER ALONG
PIEDMONT DRIVE WILL COMPLY WITH
ARTICLE 6 OF THE DESIGN
STANDARDS MANUAL

PROPOSED 10' PAVED TRAIL ALONG
PIEDMONT DRIVE. TRAIL WILL BE
MAINTAINED BY THE HOA AND BE WITHIN
A PUBLIC ACCESS EASEMENT.
REFLECTIVE BARRICADE IN
ACCORDANCE WITH DSM (PLATE 5-22)
SHALL BE INSTALLED AT END OF TRAIL

BOLLARDS SHALL BE
INSTALLED ON BOTH SIDES OF
TRAIL TO PREVENT
AUTOMOBILE AND ATV
ACCESS

BATTLEFIELD GREEN
SECTION 3
DB 477 PG 312-316
TM 22J-3-

PROPOSED 10' WIDE PAVED
TRAIL. TRAIL AND TRAIL
CORRIDOR SHALL BE
DEDICATED TO
SPOTSYLVANIA COUNTY FOR
PUBLIC USE. TRAIL FOLLOWS
EXISTING DRIVEWAY AND
BETWEEN EXISTING LOT 13
AND PROPOSED LOT 100

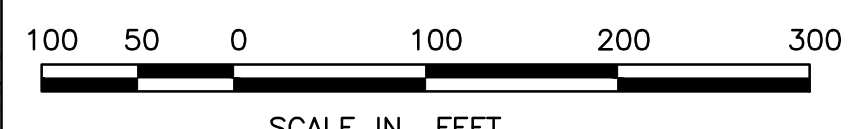
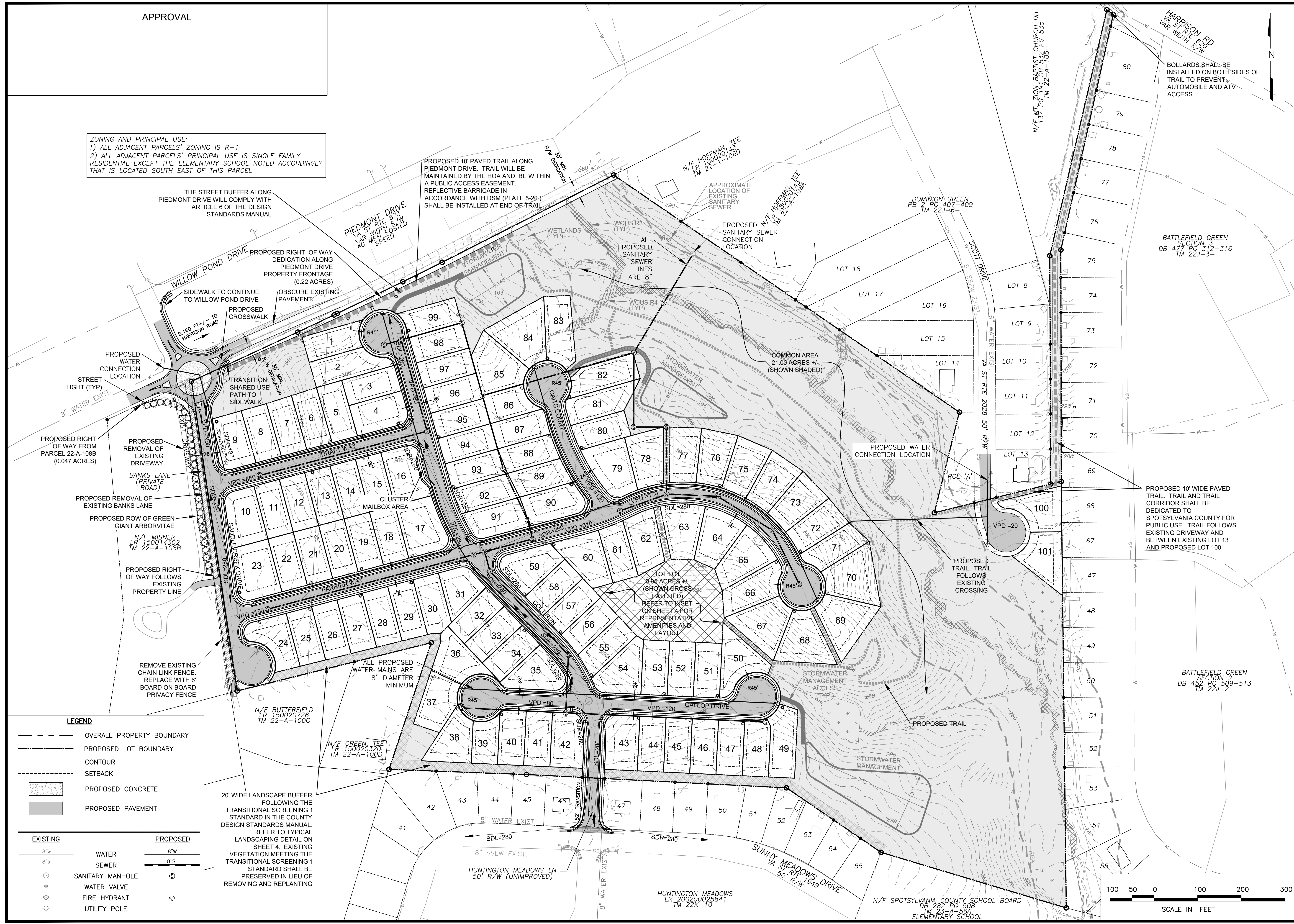
BATTLEFIELD GREEN
SECTION 2
DB 452 PG 509-513
TM 22J-2-

LEGEND

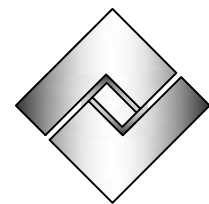
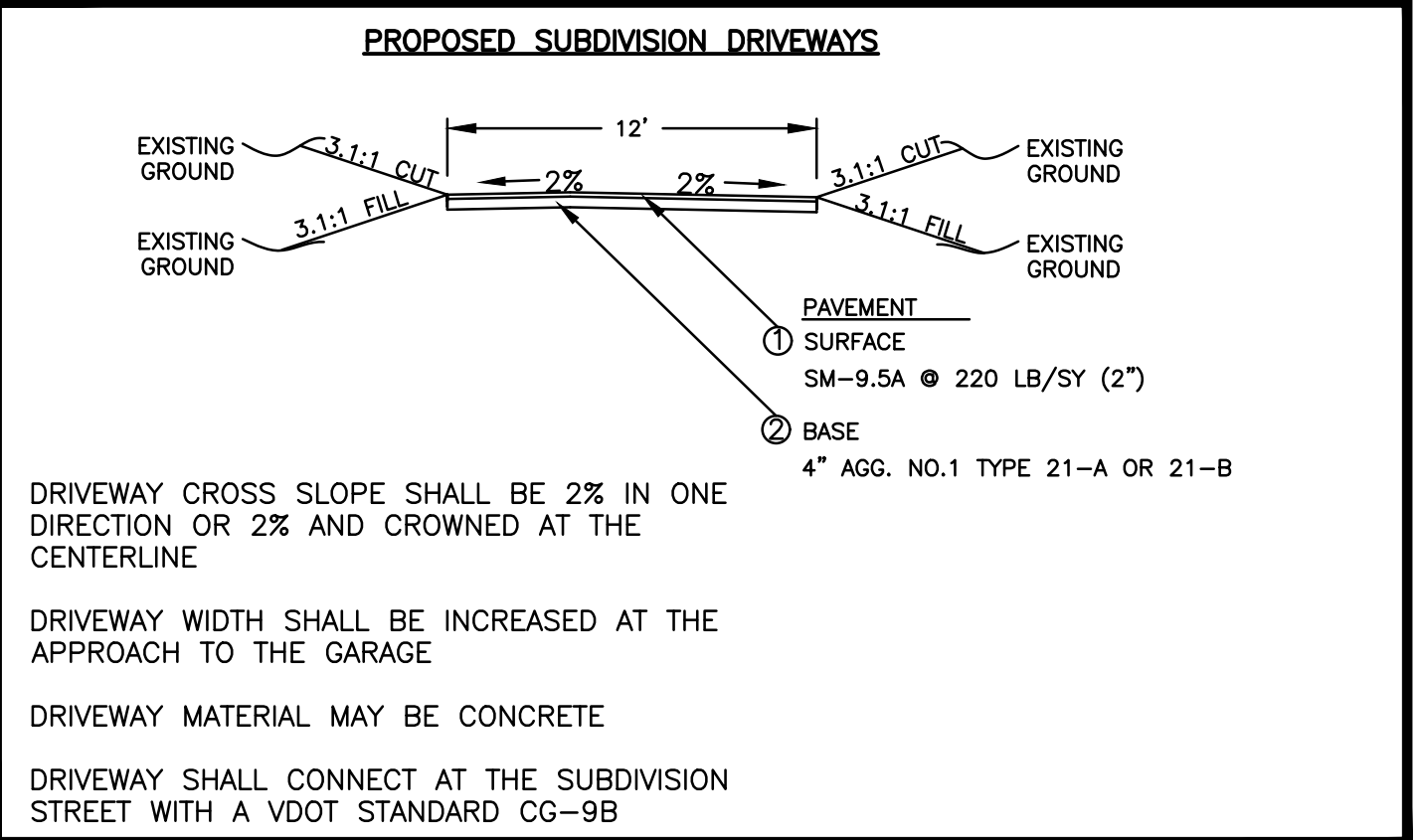
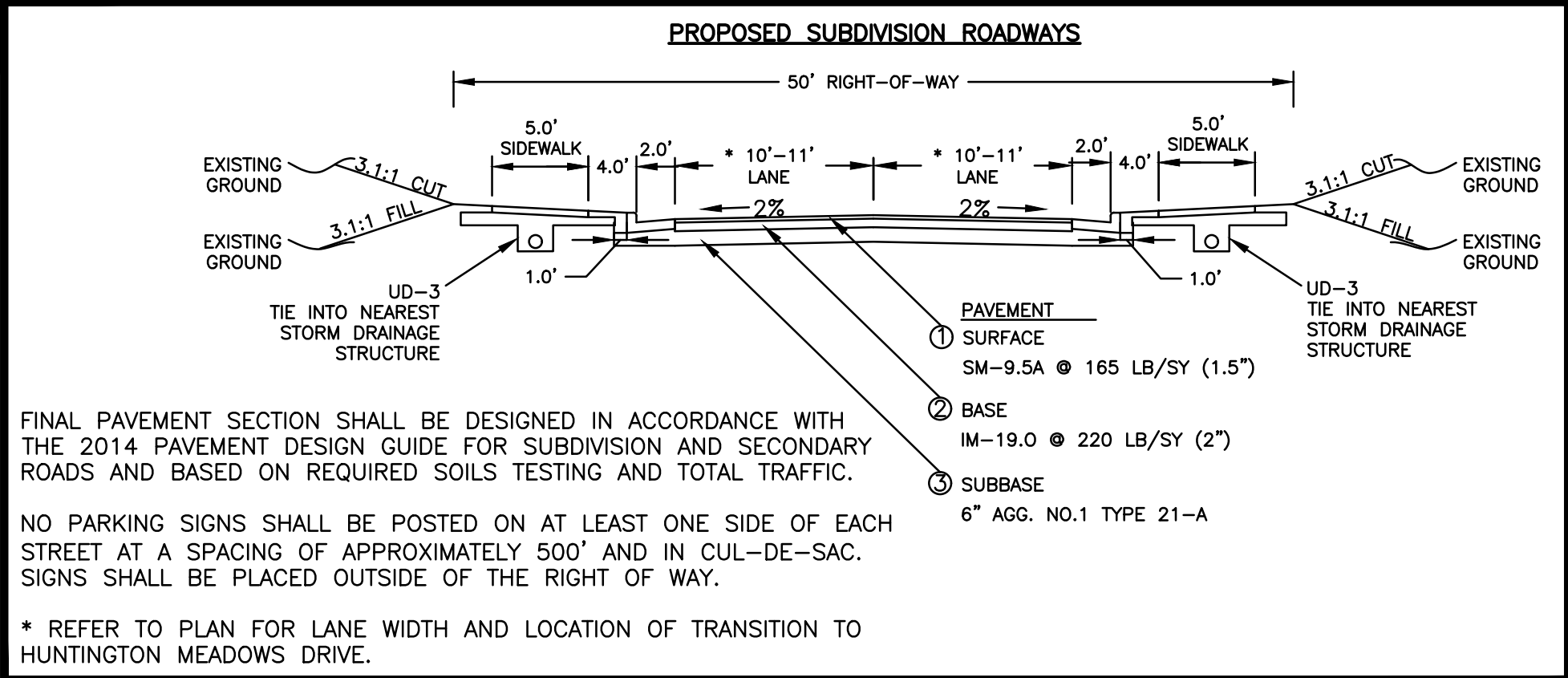
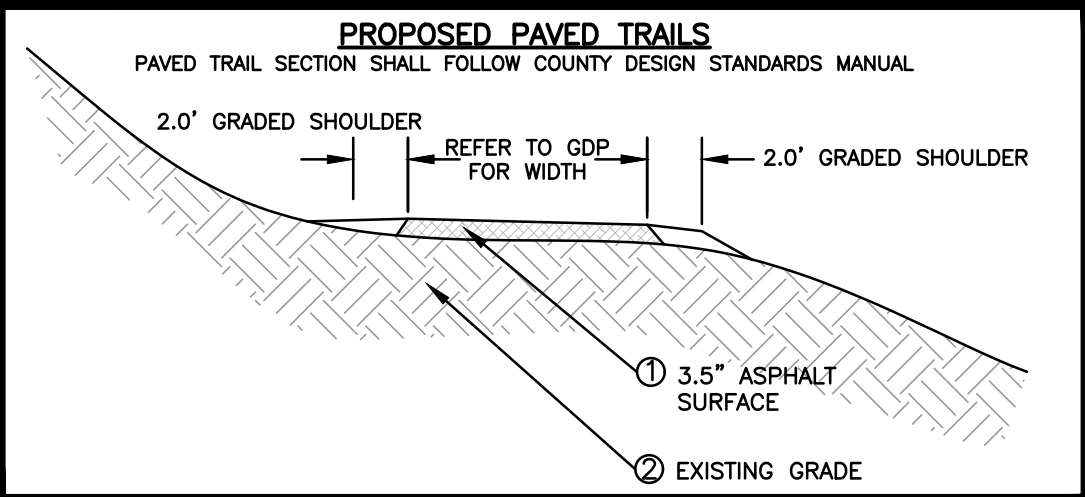
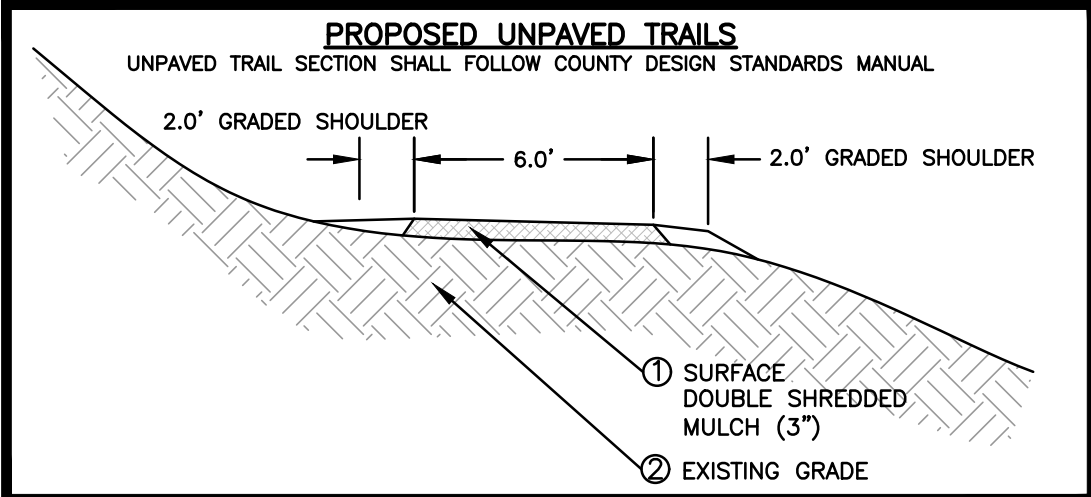
- OVERALL PROPERTY BOUNDARY
- PROPOSED LOT BOUNDARY
- CONTOUR
- SETBACK
- PROPOSED CONCRETE
- PROPOSED PAVEMENT

EXISTING	PROPOSED
8" W	8" W
8" S	8" S
WATER	WATER
SEWER	SEWER
SANITARY MANHOLE	SANITARY MANHOLE
WATER VALVE	WATER VALVE
FIRE HYDRANT	FIRE HYDRANT
UTILITY POLE	UTILITY POLE

20' WIDE LANDSCAPE BUFFER
FOLLOWING THE
TRANSITIONAL SCREENING 1
STANDARD IN THE COUNTY
DESIGN STANDARDS MANUAL.
REFER TO TYPICAL
LANDSCAPING DETAIL ON
SHEET 4. EXISTING
VEGETATION MEETING THE
TRANSITIONAL SCREENING 1
STANDARD SHALL BE
PRESERVED IN LIEU OF
REMOVING AND REPLANTING



APPROVAL

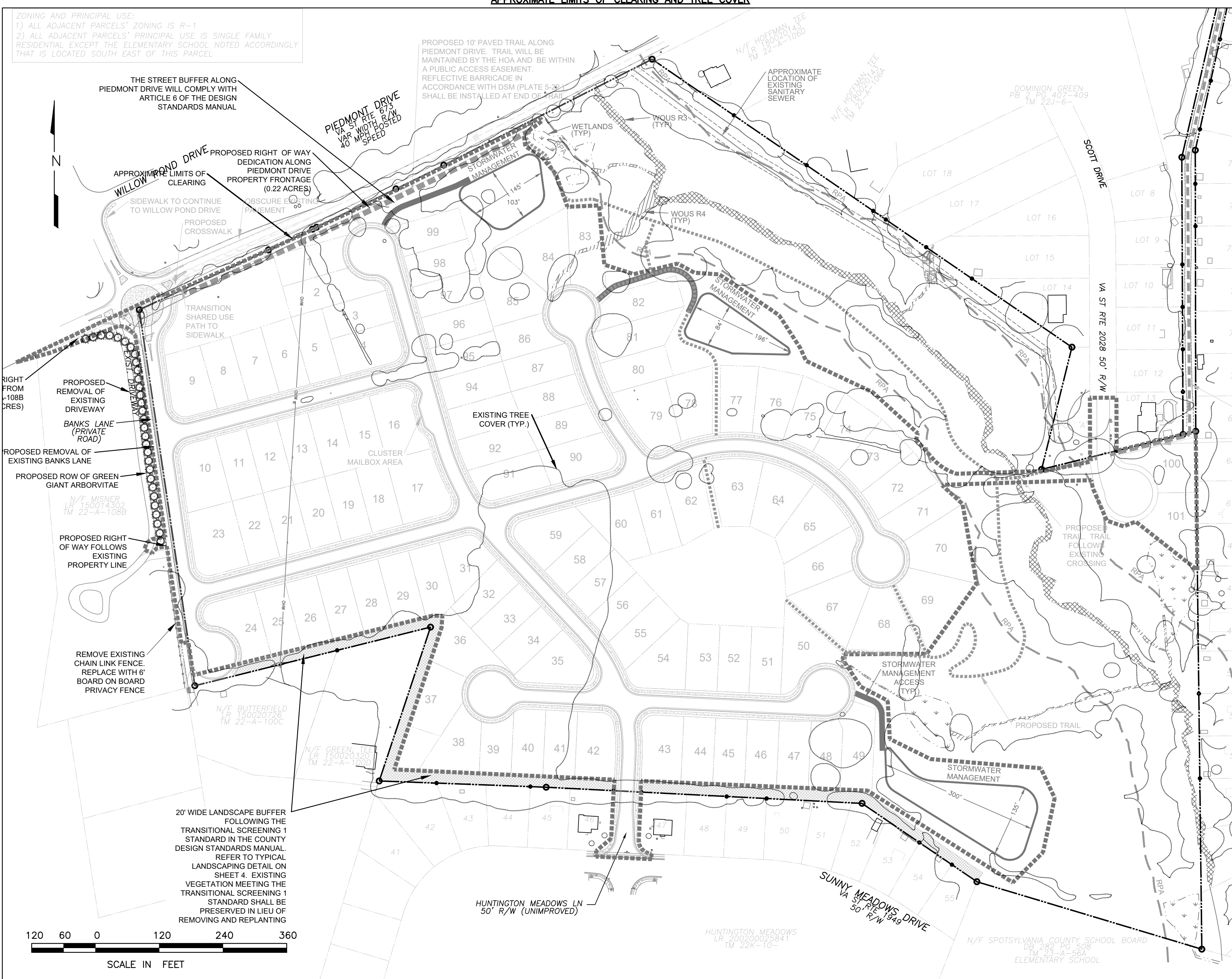
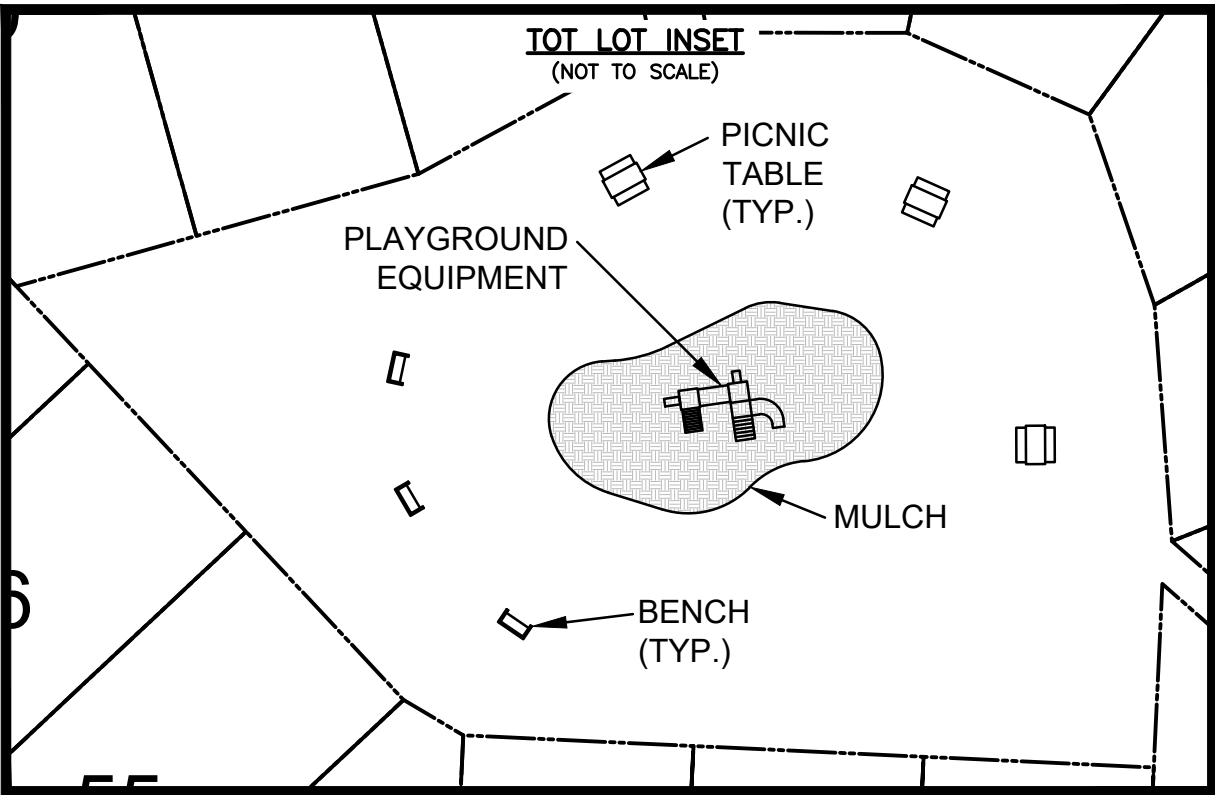
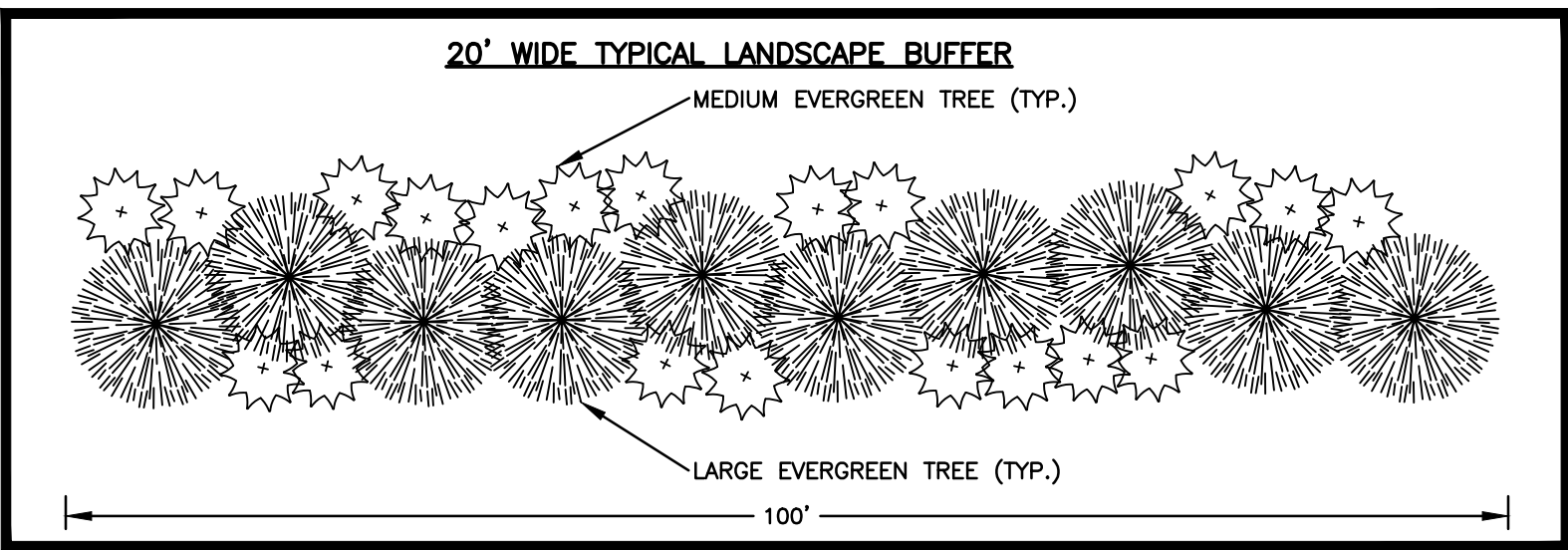
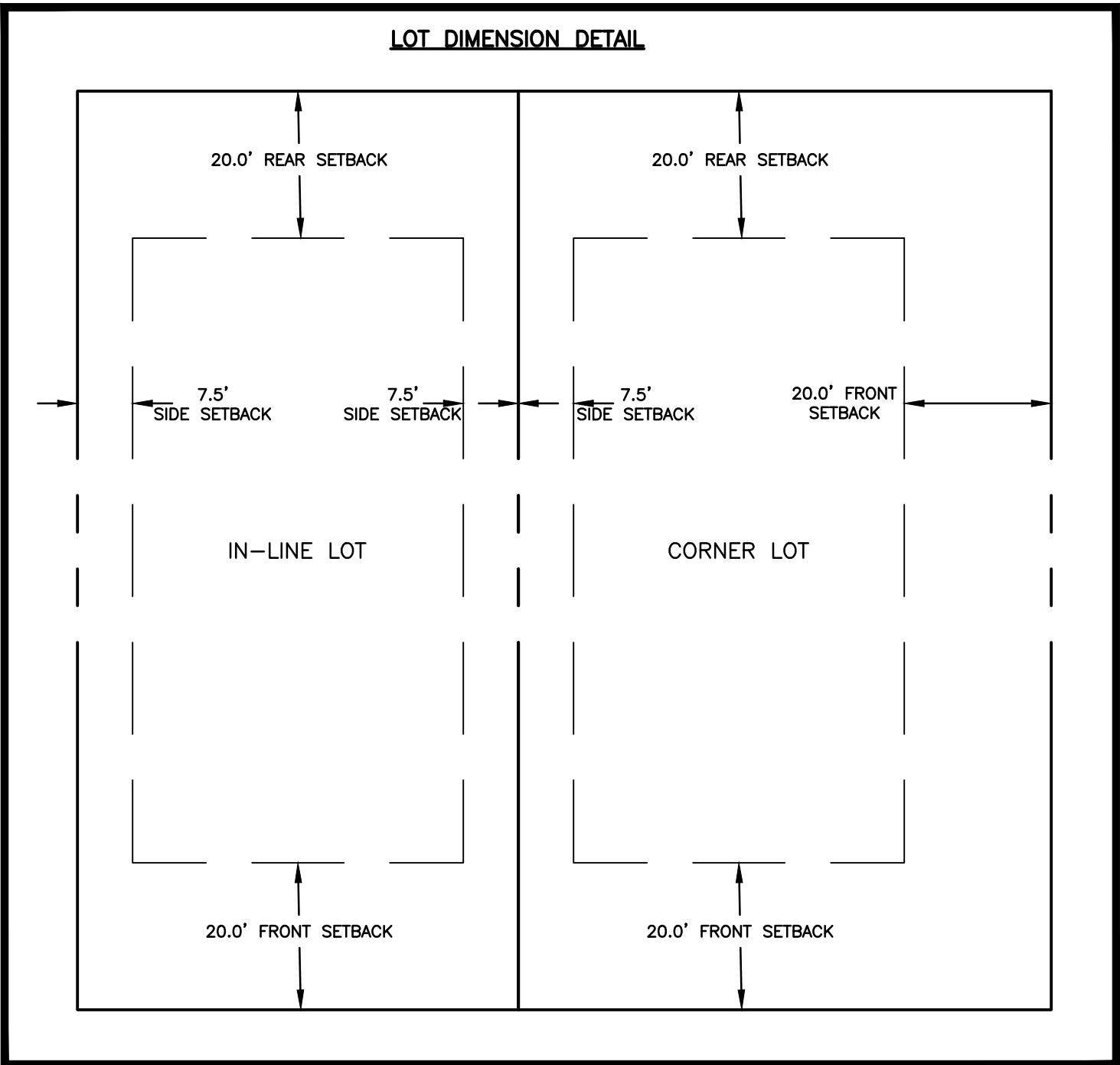


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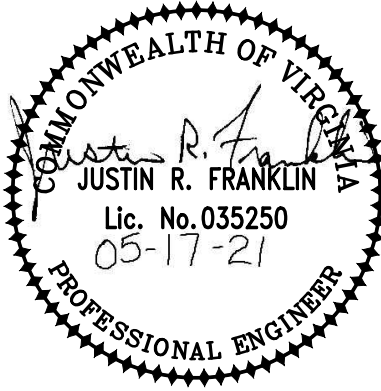
Civil Engineering
Land Planning

1005 Mahone Street
Fredericksburg, VA 22401
(540) 899-3700

DETAILS



SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA



DATE : 02-18-20
DESIGNED: JRF
DRAWN : JRF
CHECKED : JDF

REVISIONS: 10-19-20
03-16-20 12-17-20
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DOCUMENT NO.
470-1008

SHEET
4 OF **4**

EXHIBIT B

“Proffers”

EXHIBIT C

“Necessary Property”

13660418.1 045478.00005

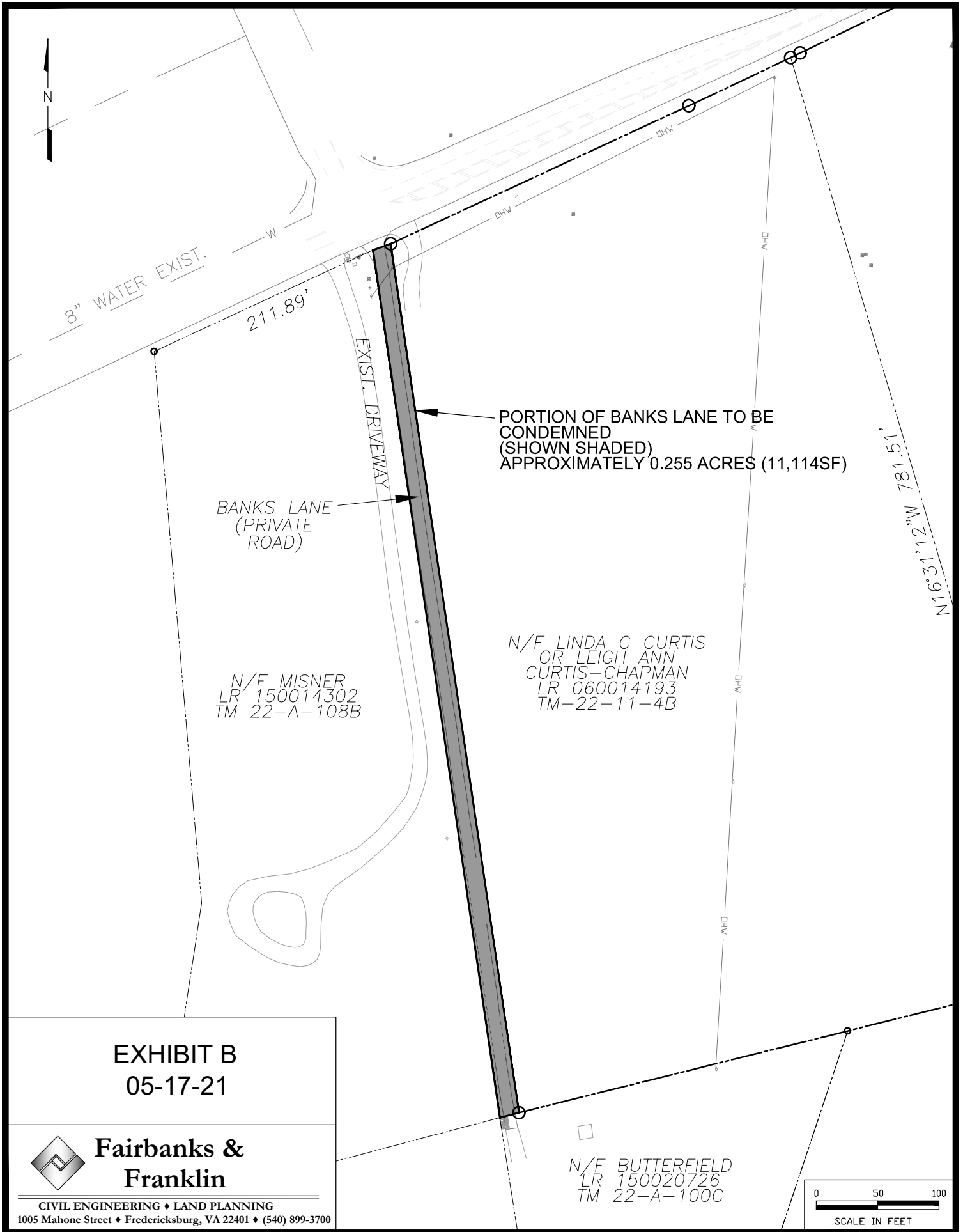


EXHIBIT B
05-17-21



**Fairbanks &
Franklin**

CIVIL ENGINEERING ♦ LAND PLANNING
1005 Mahone Street ♦ Fredericksburg, VA 22401 ♦ (540) 899-3700

SADDLE CREEK

GENERALIZED DEVELOPMENT PLAN FOR REZONING

22-11-4B, 22-11-5, & 22-A-103

11513 PIEDMONT DRIVE

SALEM VOTING DISTRICT

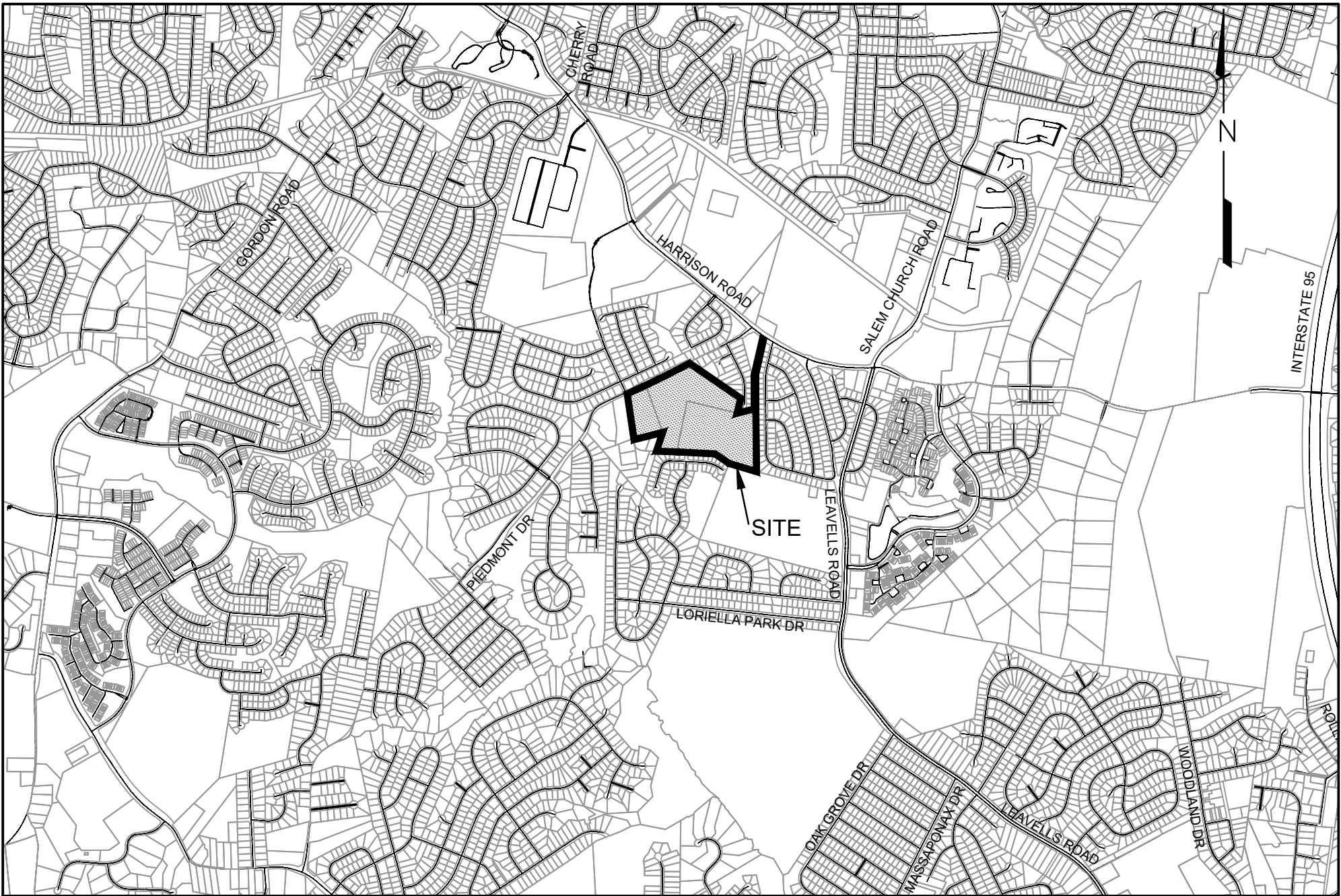
SPOTSYLVANIA COUNTY, VIRGINIA

SHEET INDEX

SHEET	TITLE
SHEET 1	COVER SHEET
SHEET 2	EXISTING CONDITIONS
SHEET 3	GENERALIZED DEVELOPMENT PLAN
SHEET 4	DETAILS

NOTES:

1. SOURCE OF MAPPING:
TOPOGRAPHIC–AERIAL MAPPING PROVIDED BY MCKENZIE SNYDER WITH SUPPLEMENTAL INFORMATION TAKEN FROM SPOTSYLVANIA COUNTY GIS
BOUNDARY–BOUNDARY SURVEY PREPARED BY FAIRBANKS & FRANKLIN IN FEBRUARY 2020.
EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED DURING CONSTRUCTION IN ACCORDANCE WITH THE VA. EROSION AND SEDIMENT CONTROL HANDBOOK.
2. WETLANDS AND STREAM CHANNELS SHOWN ON THIS PLAN WERE DELINEATED BY TNT ENVIRONMENTAL.
3. THERE ARE NO KNOWN DAM BREAK INUNDATION ZONES WITHIN THE LIMITS OF THE SITE.
4. THERE ARE NO KNOWN HISTORIC BUILDINGS, ARCHAEOLOGICAL FEATURES, OR HISTORIC DISTRICTS ON SITE.
5. THERE ARE NO KNOWN PLACES OF BURIAL ON SITE.
6. LANDSCAPING AND SCREENING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 23–5.5 OF THE SPOTSYLVANIA COUNTY CODE, ARTICLE 6 OF THE SPOTSYLVANIA COUNTY DESIGN STANDARDS MANUAL.
7. ALL PARCEL LINES, PARCEL SIZES, BUILDING ENVELOPES, BUILDING 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 THE APPLICANT TO ADDRESS FINAL DEVELOPMENT, ENGINEERING AND DESIGN REGULATIONS, FULFILL COMPLIANCE WITH STATE AND FEDERAL AGENCY AND COMPLIANCE WITH THE REQUIREMENTS OF THE COUNTY'S DEVELOPMENT REGULATIONS. NOTWITHSTANDING THE FOREGOING, ANY SAID ADJUSTMENTS TO THE GDP SHALL BE SUBJECT TO THE APPROVAL OF THE COUNTY'S ZONING ADMINISTRATOR, AND IN NO EVENT SHALL APPROVED ADJUSTMENTS TO THE GDP RELIEVE THE APPLICANT FROM PROVIDING ANY OF THE PROFFERS.
8. STORMWATER MANAGEMENT WILL BE ACHIEVED THROUGH THE USE OF BEST MANAGEMENT PRACTICES LOCATED REGIONALLY AT DRAINAGE OUTFALLS. ALL OUTFALL LOCATIONS WILL BE ANALYZED TO ENSURE THE RECEIVING CHANNELS ARE ADEQUATE AND THAT THE UPSTREAM STORMWATER MANAGEMENT FACILITIES DETAIN THE PEAK POST DEVELOPMENT RUNOFF IN ACCORDANCE WITH APPLICABLE STATE AND COUNTY REQUIREMENTS. AS SHOWN ON THIS GDP, THE APPROXIMATE IMPERVIOUS COVER IS 12 ACRES, THE APPROXIMATE OPEN SPACE IS 22 ACRES, AND THE REMAINING AREA OF APPROXIMATELY 14 ACRES IS MANAGED TURF. THIS DEVELOPMENT WILL REQUIRE A REDUCTION OF TP OF APPROXIMATELY 14.5 LBS. THIS REDUCTION WILL BE ACHIEVED IN THE REGIONAL FACILITIES.
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11. THE HOMEOWNER'S ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL COMMON LAND AND FACILITIES WITHIN THE DEVELOPMENT.
12. ALL PROPOSED SUBDIVISION STREETS SHOWN ON THE PLAN ARE PUBLIC. THE SUBDIVISION STREETS WILL CONNECT TO PIEDMONT DRIVE AND SUNNY MEADOWS DRIVE, BOTH OF WHICH ARE WITHIN PUBLIC RIGHTS OF WAY AND MAINTAINED BY VDOT.
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14. EASEMENTS MAY EXIST THAT ARE NOT SHOWN HEREON.
15. ALL LIGHTING SHALL COMPLY WITH SPOTSYLVANIA COUNTY STANDARDS.
16. THIS DEVELOPMENT SHALL COMPLY WITH ALL SPOTSYLVANIA COUNTY CODE REQUIREMENTS.
17. ALL APPLICABLE ENVIRONMENTAL PERMITS SHALL BE OBTAINED AS REQUIRED FOR SITE PLAN APPROVAL.



VICINITY MAP
SCALE 1"=2000'
SCALE IN FEET (1 INCH=2,000 FEET)

PROPERTY OWNER	APPLICANT	ENGINEER
TM 22-11-4B, TM 22-11-5, & 22-A-103 LINDA C CURTIS OR LEIGH ANN CURTIS-CHAPMAN 6020 HARRISON ROAD FREDERICKSBURG, VA 22407	RAPPAHANNOCK DEVELOPMENT GROUP 1016 CHARLES STREET FREDERICKSBURG, VA 22401 540-273-7498	FAIRBANKS & FRANKLIN 1005 MAHONE STREET FREDERICKSBURG, VIRGINIA 22401 540-899-3700

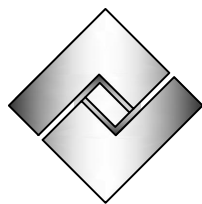
SITE INFORMATION:

TAX PARCELS:	22-11-4B, 22-11-5, & 22-A-103
ADDRESS:	11513 PIEDMONT DRIVE
PRESENT ZONING:	R-1 FOR LOT 22-A-103 PDH-3
PROPOSED ZONING:	SINGLE-FAMILY DETACHED RESIDENTIAL
PROPOSED USE:	SINGLE-FAMILY DETACHED RESIDENTIAL
OVERLAY DISTRICT(S):	HIGHWAY CORRIDOR OVERLAY
PROPERTY AREA:	48.42 AC
R/W DEDICATION:	6.57 AC
TOTAL LOT AREA:	19.87
DENSITY ALLOWED:	3 DU / AC (145 UNITS)
DENSITY PROVIDED:	2.09 DU / AC (101 UNITS)
IMPERVIOUS SURFACE RATIO:	APPROXIMATELY 25.0% (12 AC / 48.42 AC)
LOT COVERAGE RATIO:	APPROXIMATELY 33% (2,500 SF / 7,500 SF)
OPEN SPACE OUTSIDE OF LOTS REQUIRED:	30% (14.52 AC)
OPEN SPACE OUTSIDE OF LOTS PROVIDED:	45.39% (21.98 AC)
a. OPEN SPACE PROVIDED IN RPA, WETLANDS, STREAMS, AND SLOPES 15% OR STEEPER:	12.99 AC
b. OPEN SPACE PROVIDED OUTSIDE OF RPA, WETLANDS, STREAMS, AND SLOPES 15% OR STEEPER:	8.96 AC
DISTURBED ACREAGE:	APPROXIMATELY 32.0 AC
WATER:	PUBLIC WATER
SEWER:	PUBLIC SANITARY SEWER
PARKING REQUIRED:	2 SPACES/UNIT X 101 UNITS = 202 SPACES
PARKING PROVIDED:	202 SPACES
MAXIMUM BUILDING HEIGHT:	2 STORY (APPROX. 35 FT)
MINIMUM YARD REQUIREMENTS:	
FRONT:	20 FT
SIDE:	7.5 FT
REAR:	20 FT
ESTIMATED VEHICLE TRIPS:	REFER TO TRAFFIC STUDY PREPARED BY RAMEY KEMP

ZONING COMPARISON			
SINGLE FAMILY DETACHED	ZONING	R-1	PDH-3
	ALLOWED DENSITY	1 DU PER 2 ACRES (CONV. SUBD.)	3 DWELLING UNITS PER ACRE
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ESTIMATED WATER AND SEWER USAGE	
WATER USAGE 30,300 GPD	SEWER USAGE 30,300 GPD

TOTAL ESTIMATED VEHICLE TRIP PER DAY(VPD)
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ROUNDED UP TO 10 IN ACCORDANCE WITH VDOT
METHODOLOGY.



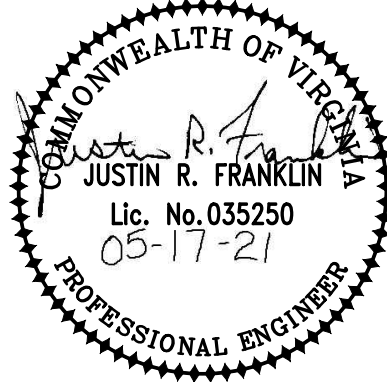
Fairbanks &
Franklin

Civil Engineering
Land Planning

1005 Mahone Street
Fredericksburg, VA 22401
(540) 899-3700

COVER SHEET

SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA



DATE : 02-18-20
DESIGNED: JRF
DRAWN : JRF
CHECKED : JDF

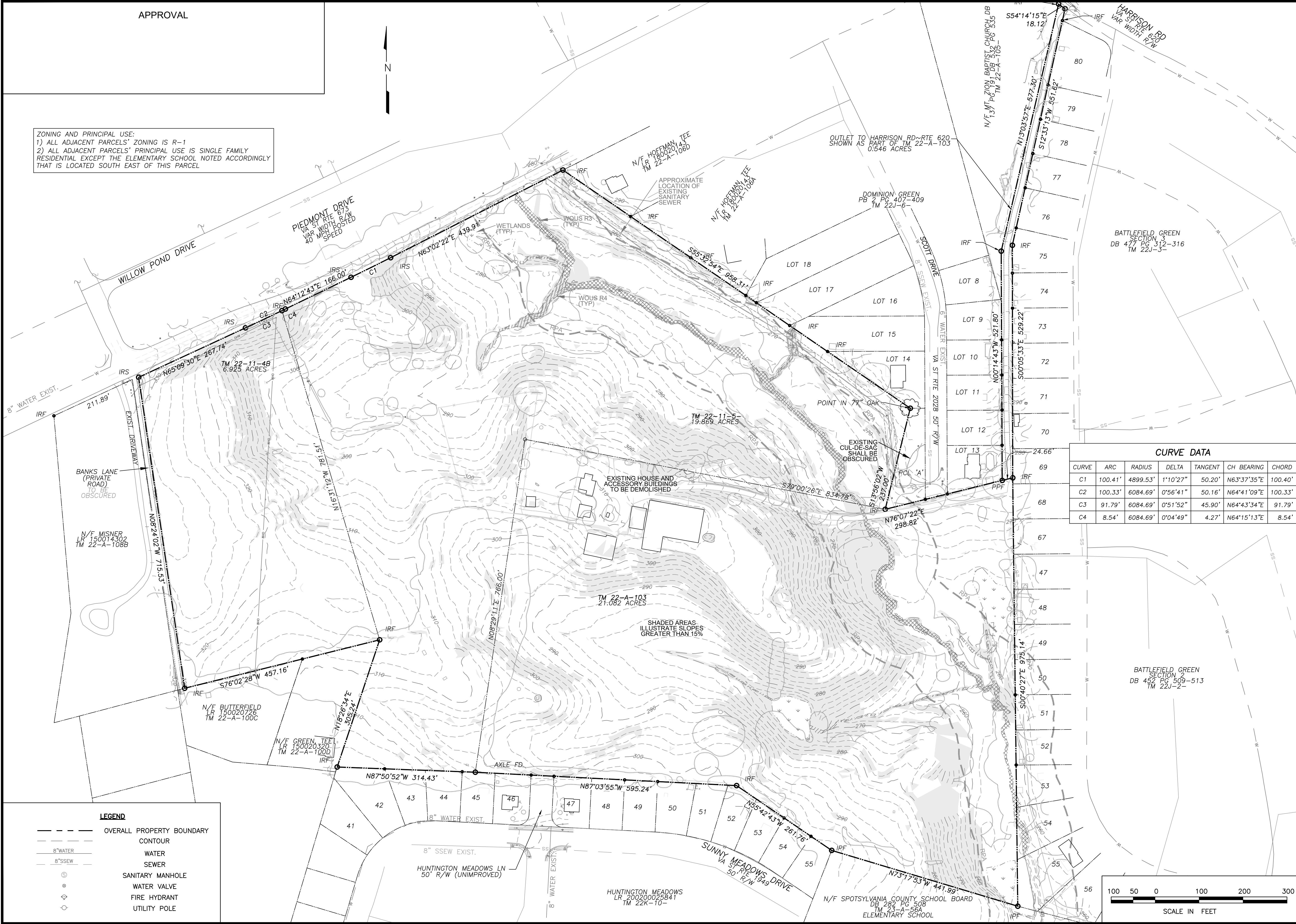
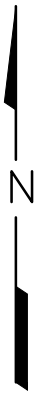
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03-16-20 12-17-20
04-01-20 01-06-21
06-17-20 02-08-21
08-28-20 05-17-21

DOCUMENT NO.
470-1008

SHEET
1 OF 4

APPROVAL

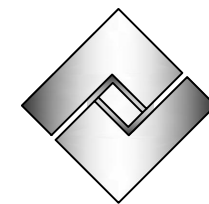
ZONING AND PRINCIPAL USE:
1) ALL ADJACENT PARCELS' ZONING IS R-1
2) ALL ADJACENT PARCELS' PRINCIPAL USE IS SINGLE FAMILY
RESIDENTIAL EXCEPT THE ELEMENTARY SCHOOL NOTED ACCORDINGLY
THAT IS LOCATED SOUTH EAST OF THIS PARCEL



CURVE DATA						
CURVE	ARC	RADIUS	DELTA	TANGENT	CH BEARING	CHORD
C1	100.41'	4899.53'	1°10'27"	50.20'	N63°37'35"E	100.40'
C2	100.33'	6084.69'	0°56'41"	50.16'	N64°41'09"E	100.33'
C3	91.79'	6084.69'	0°51'52"	45.90'	N64°43'34"E	91.79'
C4	8.54'	6084.69'	0°04'49"	4.27'	N64°15'13"E	8.54'

LEGEND

- OVERALL PROPERTY BOUNDARY
- - - CONTOUR
- 8" WATER
- 8" SSEW
- SANITARY MANHOLE
- ⊙ WATER VALVE
- ⊕ FIRE HYDRANT
- UTILITY POLE



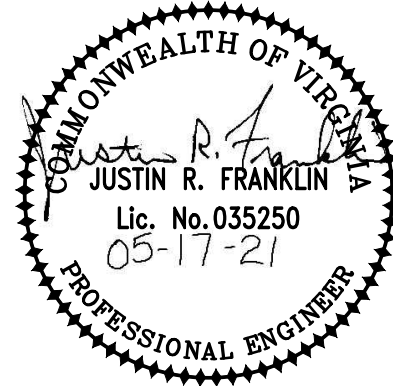
Fairbanks &
Franklin

Civil Engineering
Land Planning

1005 Mahone Street
Fredericksburg, VA 22401
(540) 899-3700

EXISTING CONDITIONS

SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA

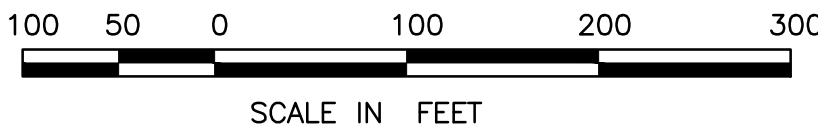


DATE : 02-18-20
DESIGNED: JRF
DRAWN : JRF
CHECKED: JDF

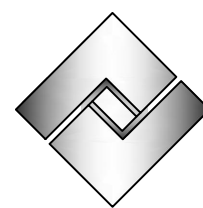
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08-28-20 05-17-21

DOCUMENT NO.
470-1008

SHEET
2 OF **4**



APPROVAL



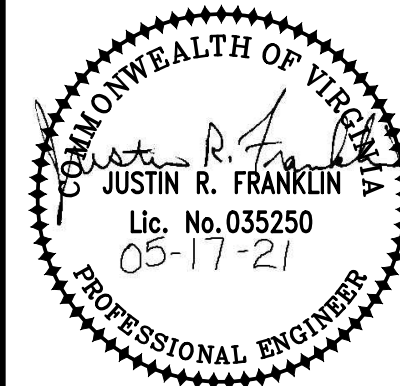
Fairbanks &
Franklin

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1005 Mahone Street
Fredericksburg, VA 22401
(540) 899-3700

GENERALIZED DEVELOPMENT PLAN

SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA



DATE : 02-18-20
DESIGNED : JRF
DRAWN : JRF
CHECKED : JDF

REVISIONS: 10-19-20
03-16-20 12-17-20
04-01-20 01-06-21
06-17-20 02-08-21
08-28-20 05-17-21

DOCUMENT NO.
470-1008

SHEET
3 OF **4**

ZONING AND PRINCIPAL USE:
1) ALL ADJACENT PARCELS' ZONING IS R-1
2) ALL ADJACENT PARCELS' PRINCIPAL USE IS SINGLE FAMILY
RESIDENTIAL EXCEPT THE ELEMENTARY SCHOOL NOTED ACCORDINGLY
THAT IS LOCATED SOUTH EAST OF THIS PARCEL

THE STREET BUFFER ALONG
PIEDMONT DRIVE WILL COMPLY WITH
ARTICLE 6 OF THE DESIGN
STANDARDS MANUAL

PROPOSED 10' PAVED TRAIL ALONG
PIEDMONT DRIVE. TRAIL WILL BE
MAINTAINED BY THE HOA AND BE WITHIN
A PUBLIC ACCESS EASEMENT.
REFLECTIVE BARRICADE IN
ACCORDANCE WITH DSM (PLATE 5-22)
SHALL BE INSTALLED AT END OF TRAIL

BOLLARDS SHALL BE
INSTALLED ON BOTH SIDES OF
TRAIL TO PREVENT
AUTOMOBILE AND ATV
ACCESS

BATTLEFIELD GREEN
SECTION 3
DB 477 PG 312-316
TM 22J-3-

PROPOSED 10' WIDE PAVED
TRAIL. TRAIL AND TRAIL
CORRIDOR SHALL BE
DEDICATED TO
SPOTSYLVANIA COUNTY FOR
PUBLIC USE. TRAIL FOLLOWS
EXISTING DRIVEWAY AND
BETWEEN EXISTING LOT 13
AND PROPOSED LOT 100

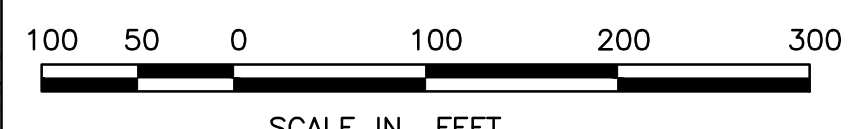
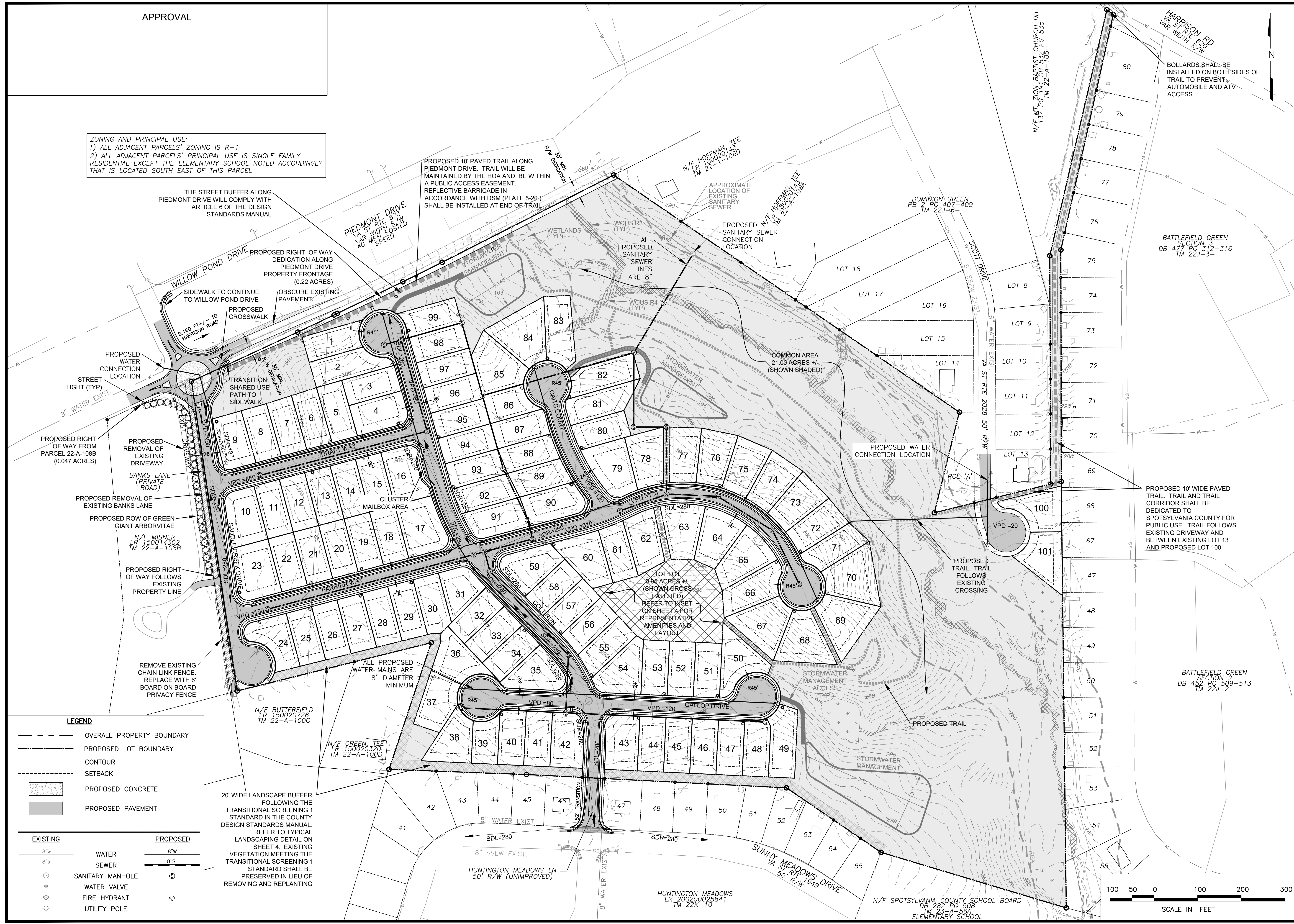
BATTLEFIELD GREEN
SECTION 2
DB 452 PG 509-513
TM 22J-2-

LEGEND

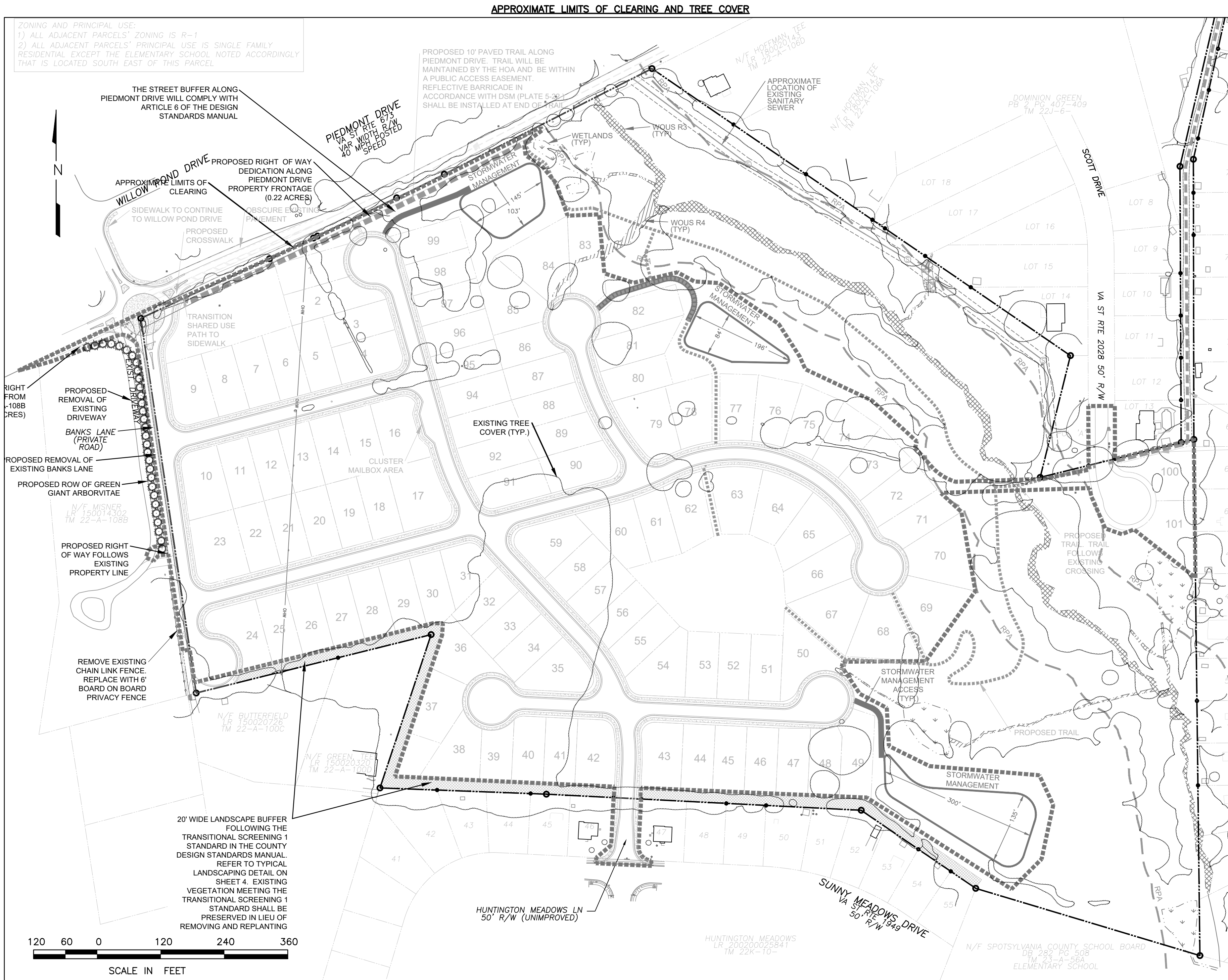
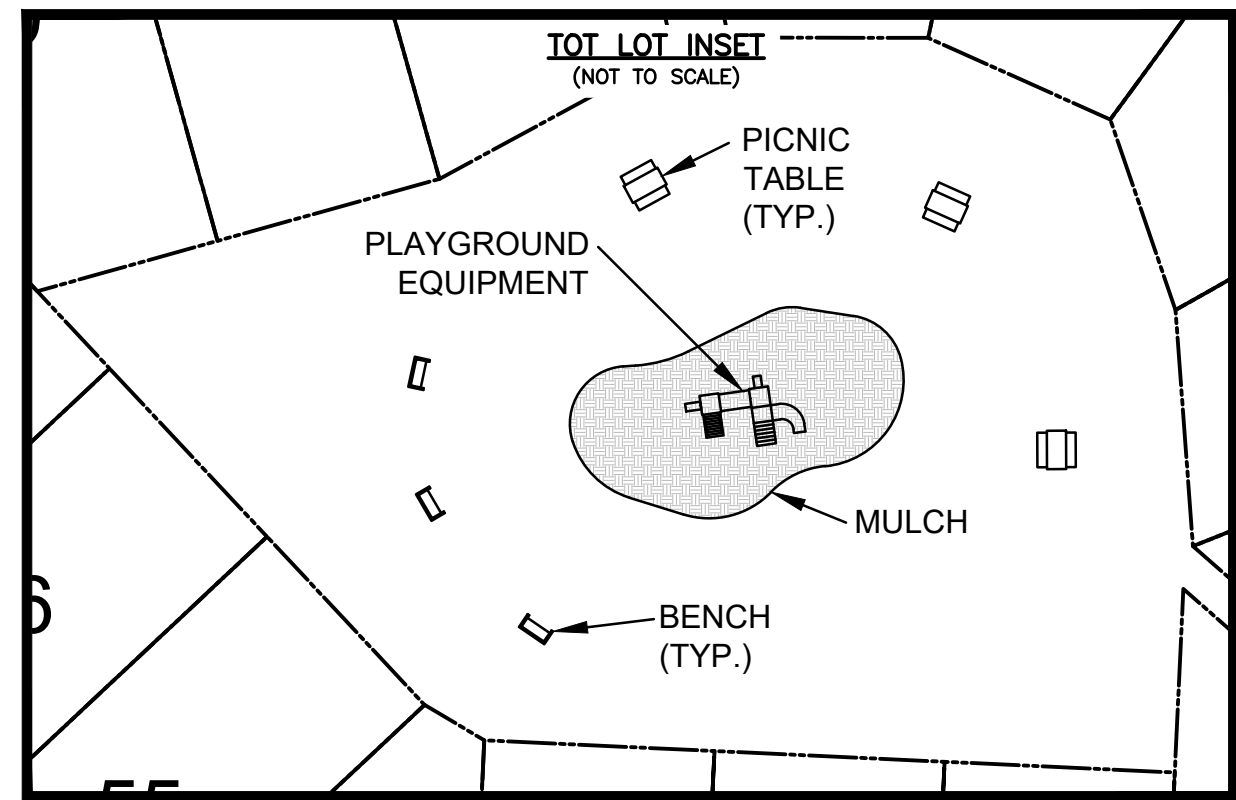
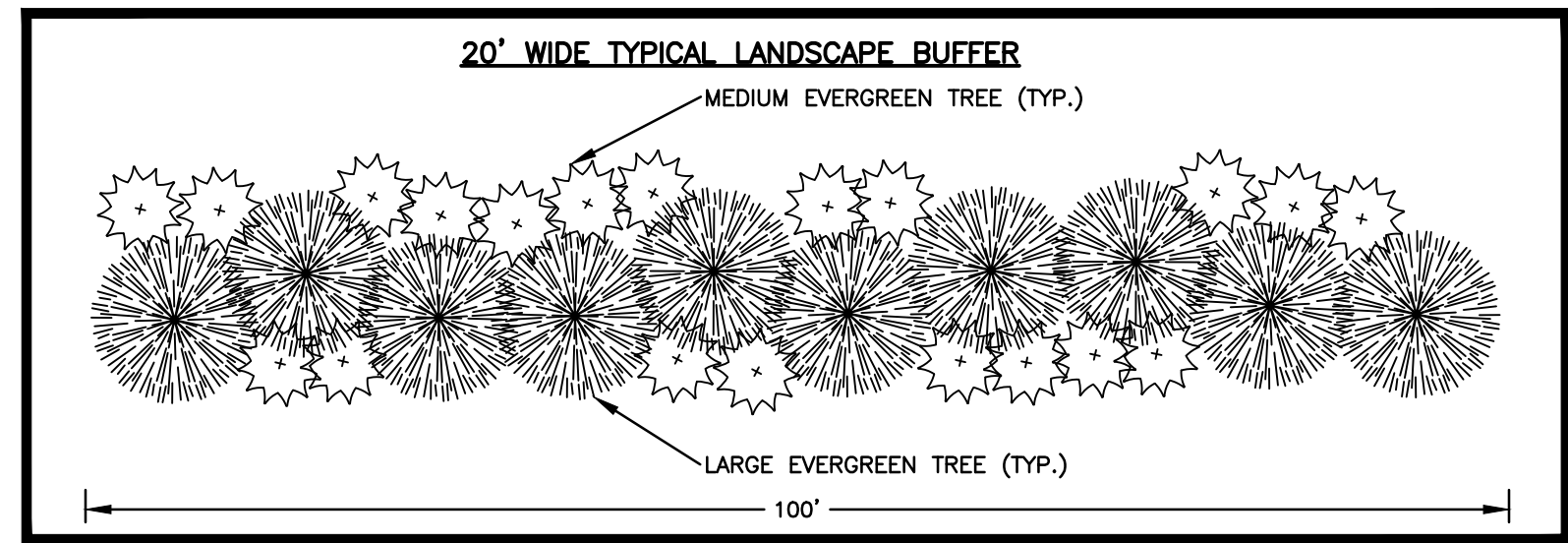
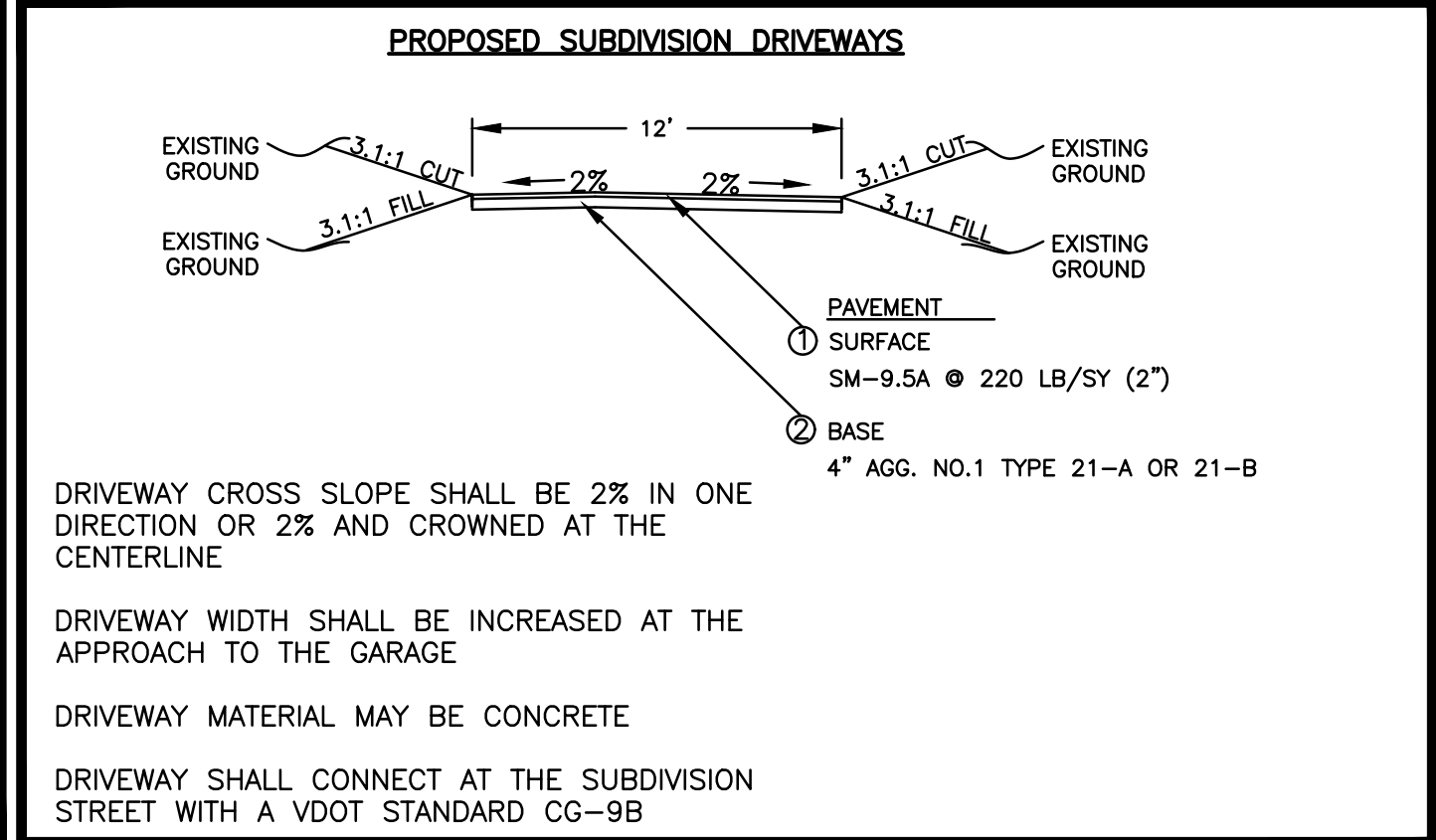
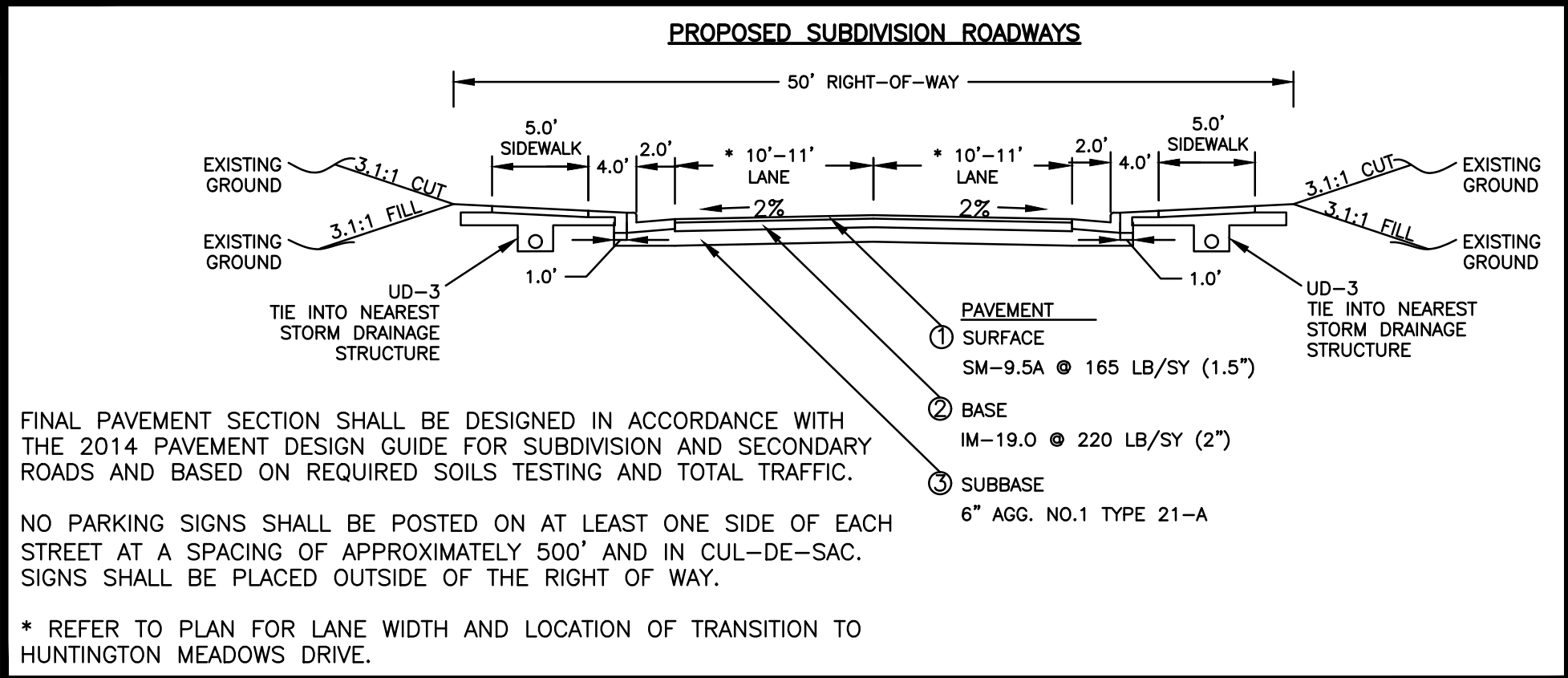
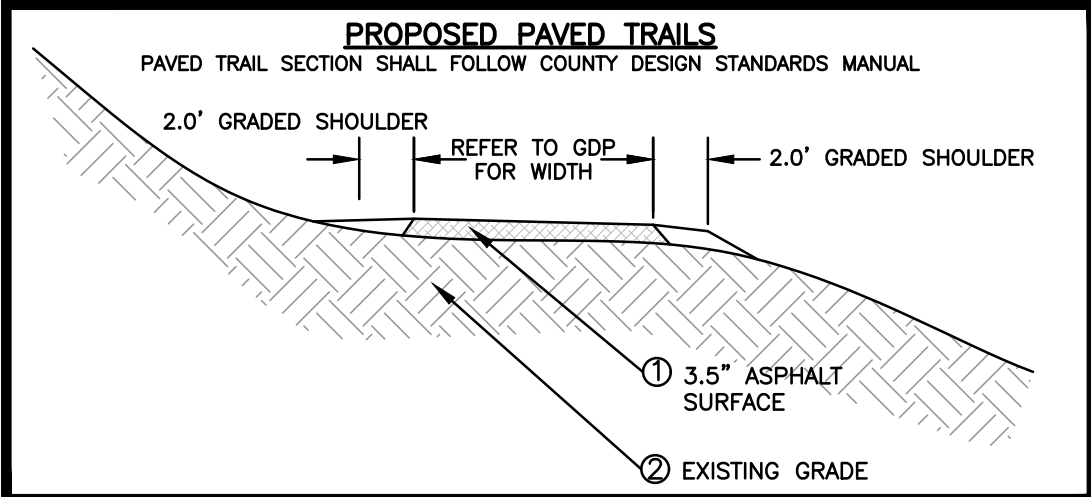
- OVERALL PROPERTY BOUNDARY
- PROPOSED LOT BOUNDARY
- CONTOUR
- SETBACK
- PROPOSED CONCRETE
- PROPOSED PAVEMENT

EXISTING	PROPOSED
8" W	8" W
8" S	8" S
WATER	WATER
SEWER	SEWER
SANITARY MANHOLE	SANITARY MANHOLE
WATER VALVE	WATER VALVE
FIRE HYDRANT	FIRE HYDRANT
UTILITY POLE	UTILITY POLE

20' WIDE LANDSCAPE BUFFER
FOLLOWING THE
TRANSITIONAL SCREENING 1
STANDARD IN THE COUNTY
DESIGN STANDARDS MANUAL.
REFER TO TYPICAL
LANDSCAPING DETAIL ON
SHEET 4. EXISTING
VEGETATION MEETING THE
TRANSITIONAL SCREENING 1
STANDARD SHALL BE
PRESERVED IN LIEU OF
REMOVING AND REPLANTING



APPROVAL

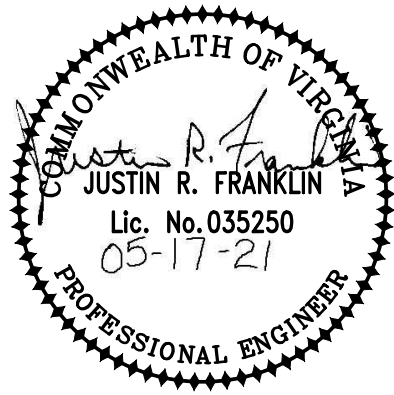


Civil Engineering
Land Planning

1005 Mahone Street
Fredericksburg, VA 22401
(540) 899-3700

DETAILS

SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA



DATE : 02-18-20
DESIGNED: JRF
DRAWN : JRF
CHECKED : JDF

REVISIONS:	10-19-20
03-16-20	12-17-20
04-01-20	01-06-21
06-17-20	02-08-21
08-28-20	05-17-21

DOCUMENT NO
470-1008

4 SHEET 4
OF

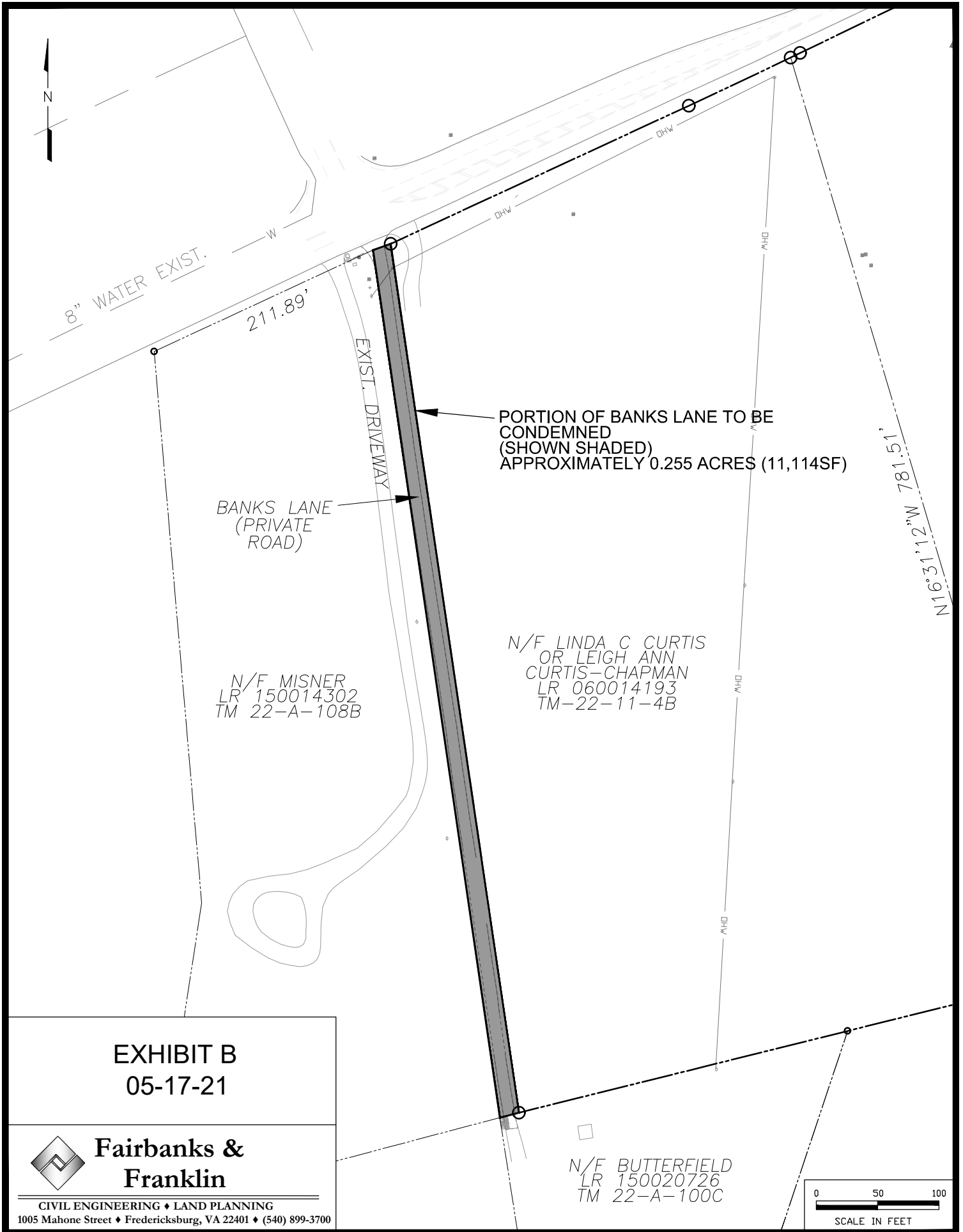


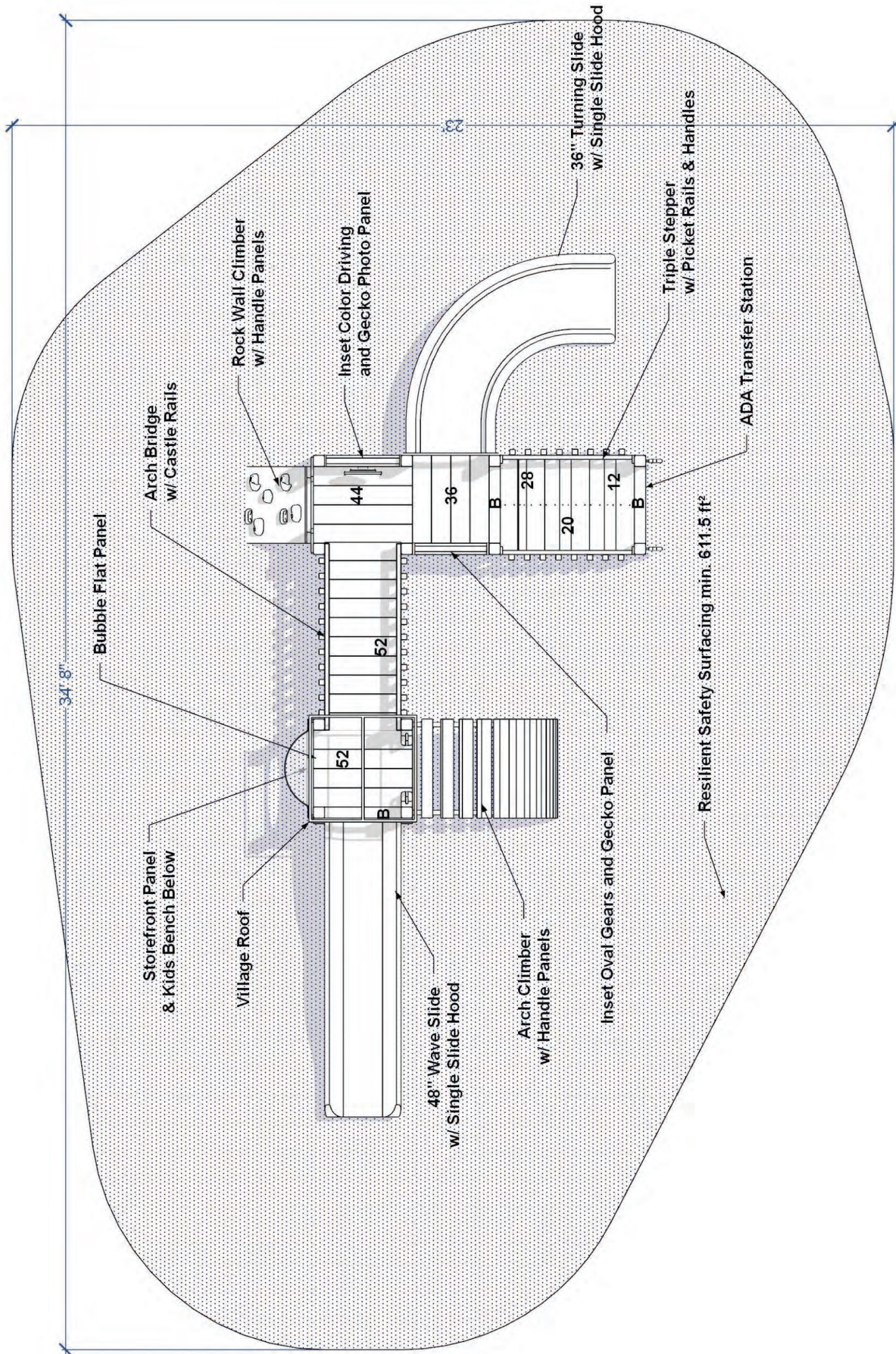
EXHIBIT B
05-17-21



**Fairbanks &
Franklin**

CIVIL ENGINEERING ♦ LAND PLANNING
1005 Mahone Street ♦ Fredericksburg, VA 22401 ♦ (540) 899-3700





AGREEMENT

This AGREEMENT (the “Agreement”) is made and entered this ____ day of _____, 2021, by and among the COUNTY OF SPOTSYLVANIA, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the “County”), and RAPPAHANNOCK DEVELOPMENT GROUP, LLC, a Virginia Limited Liability Company, and LINDA C. CURTIS and LEIGH ANN CURTIS-CHAPMAN, individuals, all collectively referred to as the “Parties.” Rappahannock Development Group, LLC, Linda C. Curtis, and Leigh Ann Curtis-Chapman are hereinafter collectively referred to as “the Company” for convenience.

PREAMBLE:

WHEREAS, the Company has filed with the County an application to rezone property identified as County Tax Map Parcel 22-A-103 located at 6020 Harrison Road, County Tax Map Parcel 22-11-4B located at 11501 Piedmont Drive, and County Tax Map Parcel 22-11-5 located at 11513 Piedmont Drive all in Spotsylvania County (hereafter collectively “the Property”) to allow the construction of One Hundred and One (101) single family detached dwelling units. The proposed rezoning case is identified in the County’s records as Case No. R20-0008 (the “Rezoning”); and

WHEREAS, as part of the Rezoning and as allowed by Virginia Code and County Ordinance the Company has submitted a proffer statement in which the Company commits to several actions in order to mitigate the Rezoning’s impact on the County and the neighboring properties (the “Proffers” as defined herein); and

WHEREAS, included in the Proffers and as described on the Generalized Development Plan (as defined herein), is a commitment to construct a new public road, including, but not limited to a roundabout, adjoining the entrance at Piedmont Drive opposite Chancellor Park Drive (the “Public Facility”) in the hopes of mitigating the Rezoning’s impact on the County’s transportation facilities and its neighbors; and

WHEREAS, in order to construct the Public Facility and, ultimately, to dedicate the Public Facility to the Virginia Department of Transportation (“VDOT”) for acceptance into the Commonwealth’s Secondary Highway System, the Company or the County must acquire clean title to a portion of property adjacent to the Property (the “Necessary Property” as defined herein); and

WHEREAS, utilizing the County’s authority to condemn property for public facilities is the most expedient and effective way for the Company to ensure clean title to the Necessary Property in order for the Company to construct the Public Facility to the Standard (as defined herein) and Dedicate it (as defined herein); and

WHEREAS, should the County approve the Rezoning, the Company desires to fully reimburse the County for any and all costs associated with the possible condemnation to allow the Company to construct the Public Facility pursuant to the Standard (as defined herein) and Dedicate it (as defined herein); and

WHEREAS, should the County decide to approve the Rezoning, and should the County decide to condemn the Necessary Property, the County desires that the Company be required to fully reimburse the County for any and all fees, costs, expenses, awards or settlements associated with the condemnation and that the Company be required to construct the Public Facility to the Standard (as defined herein) and Dedicate it (as defined herein);

NOW THEREFORE in consideration of the foregoing, the mutual benefits, promises and undertakings of the Parties to this Agreement, 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 a material part of this Agreement.

SECTION 2. DEFINITIONS

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

“Generalized Development Plan” or “GDP” means the document identified as the generalized development plan, entitled Saddle Creek Generalized Development Plan for Rezoning dated 02-18-2020 and last revised on 05-17-2021 included with the Company’s Proffers which is attached hereto and incorporated herein by reference as “Exhibit A”.

“Proffers” means the final proffer statement dated May 28, 2021, approved as part of the Rezoning, executed by the Company which is attached hereto and incorporated herein by reference as “Exhibit B” without the GDP, the Banks Lane Condemnation plat entitled “Exhibit B 5-17-21”, or the Tot Lot exhibit, for efficiency, although all remain part of the proffer statement.

“Necessary Property” means the property which the Company or the County needs to acquire in order to construct the Public Facility and that being described as a “Portion of Banks Lane To Be Condemned” as shown on that certain exhibit plat titled “Exhibit B 05-17-21”, prepared by Fairbanks & Franklin, and attached hereto and incorporated herein by reference as “Exhibit C”.

“Standard” means the standard of design and construction necessary to meet the all the commitments set forth in the Proffers related to the Public Facility, and all applicable Virginia codes, standards, rules, and regulations, and all applicable County ordinances, standards, rules, and regulations, and all applicable VDOT standards, rules, and regulations so as to allow the Public Facility, including the Necessary Property, to be dedicated to VDOT for acceptance into the Commonwealth’s Secondary Highway System as a public road all as determined by the County and VDOT.

“Dedicate” or “Dedicated” means dedicating the Public Facility, including the Necessary Property, to VDOT for acceptance into the Commonwealth’s Secondary Highway System as a public road

and shall include any necessary actions related to the title of the Public Facility as determined by the County and VDOT.

SECTION 3. NECESSARY CONDITIONS

3.1 This Agreement is predicated and conditioned upon the Board of Supervisors of Spotsylvania County (the “Board”) approving the Rezoning. Should the Board not approve the Rezoning, this Agreement shall be void and have no legal effect, and the Parties shall not be bound hereto.

3.2 Nothing herein requires or will be interpreted as requiring or binding the Board to either take the legislative action to approve the Rezoning or to condemn the Necessary Property, both of which are at the sole and absolute discretion of the Board.

SECTION 4. CONDEMNATION AND COMPANY COMMITMENTS

4.1 Should the County approve the Rezoning, the Company shall take all actions required by the County to assist the County in its consideration, and preparation, of condemning the Necessary Property to include, but not be limited to any title work and drafting of road plans for submission to VDOT. Should the County initiate the condemnation as set forth in Section 4.2, the County’s costs related to its consideration and preparation of condemning the Necessary Property shall be reimbursed by the Company as set forth in Section 4.3 to the extent the Company has not already paid for or undertaken the services on behalf of the County.

4.2 Should the County initiate the process of condemning the Necessary Property by issuing a bona fide offer or adopting a resolution authorizing the condemnation within 90 days after the dedication of the offsite right-of-way area as shown and depicted on the GDP as “Proposed Right of Way from Parcel 22-A-108B (0.047 acres)” to the County, which necessarily includes VDOT approval of the dedicated land (“County Condemnation Period”), the Company commits to the following, which shall collectively be referred to as the “Company Commitments.” The Company will extend the County Condemnation Period for a reasonable period thereafter so long as the County is diligently pursuing the condemnation in accordance with this Agreement and the extension will not be unreasonably withheld.

4.2.a. The Company will reimburse the County for any and all fees, costs, and expenses associated with the condemnation of the Necessary Property without limitation and to specifically include, but not be limited to, the reasonable costs of engaging and utilizing outside legal counsel for the County’s legal representation, appraisal costs including any necessary testimony and related expenses, the amount of any bona fide offer the County makes to the landowner in accordance with §25.1-204 of the Virginia Code (1950), or any amount the County deems to be a reasonable settlement for the proposed acquisition, the funds deposited with the court under the Certificate of Take in accordance with §25.1-305 of the Virginia Code (1950), as amended, the cost and related expenses of hiring any additional expert witnesses deemed necessary by the County or the County’s outside legal counsel for the condemnation proceedings, any statutorily required costs or expenses the County may be obligated to pay to the landowner within the condemnation proceeding, the entire amount of any award or settlement

amount in the condemnation proceeding, including interest, and including a flat fee designed to reimburse the County for its administrative costs in the amount of Ten Thousand Dollars (\$10,000) (the "Administrative Fee"). The County's Administrative Fee will be paid by the Company to the County in full within fourteen (14) days after the County has initiated the process of condemnation of the Necessary Property as set forth in Section 4.2. All other costs associated with the condemnation shall be paid to the County in full within fourteen (14) days of the County's delivery (whether via email or by mail) to the Company of an invoice related to services rendered in the condemnation of the Necessary Property which have been previously paid by the County. In the alternative, the County may direct its counsel, appraisers, contractors, vendors, and others providing services in support of the condemnation to present the Company with their invoices directly, which the Company will pay in full on behalf of the County within thirty (30) days of their mailing, or within the invoice payment period, whichever is shorter. Any late fees or costs accrued based upon the Company failing to directly pay invoices timely presented to it by the County will be the responsibility of the Company. The Administrative Fee and all acquisition and/or condemnation costs paid by the Company hereunder will not be refunded under any circumstance, except in the event if the County unreasonably refuses to complete, once begun, the condemnation of the Necessary Property.

4.2.b The Company will complete construction of the Public Facility as set forth on Sheet 3 of 4 of the GDP prior to, and as a condition of, the issuance of the first certificate of occupancy for a residential unit on the Property and, in no event, later than thirty-six (36) months after the Rezoning is approved, except and unless the County agrees to amend this Agreement. The Company will construct the Public Facility to the Standard to allow the Public Facility, including the Necessary Property, to be Dedicated.

4.2.c Upon completion of the Public Facility, the Company will take all legally required steps as directed by the County and VDOT to Dedicate the Public Facility.

SECTION 5. LIABILITY

5.1 The Company will at all times and without limitation hold the County, its officials, employees, contractors, and agents harmless from, and indemnify and defend the County, its officials, employees, contractors, and agents against, any and all actions, judgments, and claims, real or alleged, against the County, its officials, employees, contractors, or agents related in any way to the actions contemplated in this Agreement including, but not limited to, any and all condemnation actions and construction activities related to the Necessary Property, the Public Facility, either or both. Legal counsel utilized by the Company to meet these obligations will be retained subject to the consent and approval of the Spotsylvania County Attorney. Any judgments against the County, its officials, employees, contractors, and agents from which the Company has agreed to hold the County, its officials, employees, contractors, and agents harmless herein shall be paid by the Company in full within thirty (30) days of the judgment being entered. These provisions will survive the termination or expiration of this Agreement.

5.2 The foregoing will not be interpreted in any way to waive the County's lawful enjoyment of sovereign immunity.

SECTION 6. MISCELLANEOUS

6.1 This Agreement constitutes the full agreement between the Parties and shall bind the Parties, their heirs, their successors in interest in the Property, and their assigns. This Agreement may only be amended by written agreement between the Parties.

6.2 This Agreement will be construed and interpreted in accordance with the laws of the Commonwealth of Virginia.

6.3 Any legal action arising out of this Agreement will be heard in the Court of competent jurisdiction in Spotsylvania County, Virginia.

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

6.5 Neither failure on the part of the County to enforce any covenant or provision contained in this Agreement nor any waiver of any right under this Agreement will discharge or invalidate such covenant or provision or affect the right of the County to enforce the same right in the event of any subsequent default.

6.6 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.

6.7 Rappahannock Development Group, LLC hereby warrants and covenants that the individual executing this Agreement on its behalf is authorized by Rappahannock Development Group, LLC to do so and that it shall be so bound hereunder.

[AUTHORIZED SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, hereto agree and have executed this Agreement as of the date first written above.

COUNTY OF SPOTSYLVANIA, VIRGINIA

By: _____ (SEAL)

Ed Petrovitch

COUNTY ADMINISTRATOR

COMMONWEALTH OF VIRGINIA

COUNTY OF SPOTSYLVANIA, to-wit:

The foregoing Agreement was acknowledged before me this the _____ day of _____ 2021, by Ed Petrovitch, County Administrator of Spotsylvania County.

Notary Public

My Commission Expires: _____

My Registration No.: _____

APPROVED AS TO FORM:

County Attorney

SIGNATURE PAGES TO FOLLOW

RAPPAHANNOCK DEVELOPMENT GROUP, LLC,
a Virginia Limited Liability Company

By: _____ (Sign)

Name: _____ (Print)

Title: _____

STATE OF _____

CITY/COUNTY OF _____, to-wit:

The foregoing Agreement was acknowledged this the _____ day of _____, 2021, by _____ who is the _____ of Rappahannock Development Group, LLC.

Notary Public

My Commission Expires: _____

My Registration No.: _____

SIGNATURE PAGES TO FOLLOW

LINDA C. CURTIS

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

The foregoing Agreement was acknowledged before me this the _____ day of _____
2021, by Linda C. Curtis.

Notary Public

My Commission Expires: _____
My Registration No.: _____

SIGNATURE PAGE TO FOLLOW

LEIGH ANN CURTIS-CHAPMAN

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

The foregoing Agreement was acknowledged before me this the _____ day of _____
2021, by Leigh Ann Curtis-Chapman.

Notary Public

My Commission Expires: _____
My Registration No.: _____

EXHIBIT A

“Generalized Development Plan”

SADDLE CREEK

GENERALIZED DEVELOPMENT PLAN FOR REZONING

22-11-4B, 22-11-5, & 22-A-103

11513 PIEDMONT DRIVE

SALEM VOTING DISTRICT

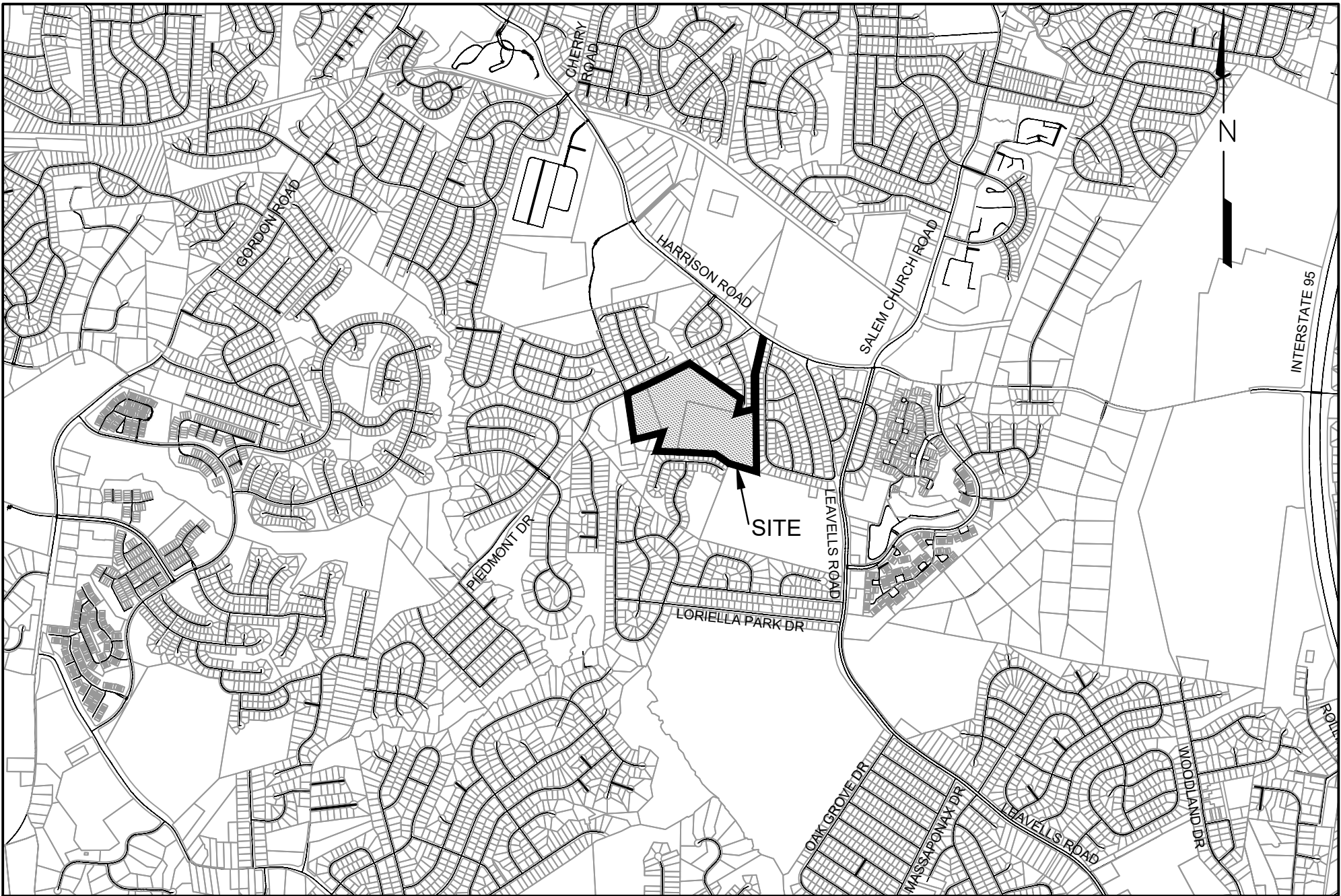
SPOTSYLVANIA COUNTY, VIRGINIA

SHEET INDEX

SHEET	TITLE
SHEET 1	COVER SHEET
SHEET 2	EXISTING CONDITIONS
SHEET 3	GENERALIZED DEVELOPMENT PLAN
SHEET 4	DETAILS

NOTES:

- SOURCE OF MAPPING:
TOPOGRAPHIC-AERIAL MAPPING PROVIDED BY MCKENZIE SNYDER WITH SUPPLEMENTAL INFORMATION TAKEN FROM SPOTSYLVANIA COUNTY GIS
BOUNDARY-BOUNDARY SURVEY PREPARED BY FAIRBANKS & FRANKLIN IN FEBRUARY 2020.
- EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED DURING CONSTRUCTION IN ACCORDANCE WITH THE VA. EROSION AND SEDIMENT CONTROL HANDBOOK.
- WETLANDS AND STREAM CHANNELS SHOWN ON THIS PLAN WERE DELINEATED BY TNT ENVIRONMENTAL.
- THERE ARE NO KNOWN DAM BREAK INUNDATION ZONES WITHIN THE LIMITS OF THE SITE.
- THERE ARE NO KNOWN HISTORIC BUILDINGS, ARCHAEOLOGICAL FEATURES, OR HISTORIC DISTRICTS ON SITE.
- THERE ARE NO KNOWN PLACES OF BURIAL ON SITE.
- LANDSCAPING AND SCREENING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 23-5.5 OF THE SPOTSYLVANIA COUNTY CODE, ARTICLE 6 OF THE SPOTSYLVANIA COUNTY DESIGN STANDARDS MANUAL.
- ALL PARCEL LINES, PARCEL SIZES, BUILDING ENVELOPES, BUILDING 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 THE APPLICANT TO ADDRESS FINAL DEVELOPMENT, ENGINEERING AND DESIGN REGULATIONS, FULFILL COMPLIANCE WITH STATE AND FEDERAL AGENCY AND COMPLIANCE WITH THE REQUIREMENTS OF THE COUNTY'S DEVELOPMENT REGULATIONS. NOTWITHSTANDING THE FOREGOING, ANY SAID ADJUSTMENTS TO THE GDP SHALL BE SUBJECT TO THE APPROVAL OF THE COUNTY'S ZONING ADMINISTRATOR, AND IN NO EVENT SHALL APPROVED ADJUSTMENTS TO THE GDP RELIEVE THE APPLICANT FROM PROVIDING ANY OF THE PROFFERS.
- STORMWATER MANAGEMENT WILL BE ACHIEVED THROUGH THE USE OF BEST MANAGEMENT PRACTICES LOCATED REGIONALLY AT DRAINAGE OUTFALLS. ALL OUTFALL LOCATIONS WILL BE ANALYZED TO ENSURE THE RECEIVING CHANNELS ARE ADEQUATE AND THAT THE UPSTREAM STORMWATER MANAGEMENT FACILITIES DETAIN THE PEAK POST DEVELOPMENT RUNOFF IN ACCORDANCE WITH APPLICABLE STATE AND COUNTY REQUIREMENTS. AS SHOWN ON THIS GDP, THE APPROXIMATE IMPERVIOUS COVER IS 12 ACRES, THE APPROXIMATE OPEN SPACE IS 22 ACRES, AND THE REMAINING AREA OF APPROXIMATELY 14 ACRES IS MANAGED TURF. THIS DEVELOPMENT WILL REQUIRE A REDUCTION OF TP OF APPROXIMATELY 14.5 LBS. THIS REDUCTION WILL BE ACHIEVED IN THE REGIONAL FACILITIES.
- ALL REFUSE MUST BE DISPOSED OF AT COUNTY APPROVED DISPOSAL SITES. SOLID WASTE GENERATED BY EACH SINGLE FAMILY ATTACHED AND SINGLE FAMILY DETACHED LOT WILL BE STORED ON THAT RESPECTIVE LOT IN A CONTAINER. A PRIVATE REFUSE COLLECTION SERVICE WILL COLLECT AND TRANSPORT THE SOLID WASTE TO A COUNTY APPROVED DISPOSAL/COLLECTION SITE.
- BASED UPON GRAPHIC PLOTTING ONLY, THE PROPERTY IS LOCATED WITHIN ZONE X, "AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN", AS PER FLOOD INSURANCE RATE MAP FOR SPOTSYLVANIA COUNTY, VIRGINIA, COMMUNITY PANEL NUMBER 5103080075C EFFECTIVE FEBRUARY 18, 1998.
- THE HOMEOWNER'S ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL COMMON LAND AND FACILITIES WITHIN THE DEVELOPMENT.
- ALL PROPOSED SUBDIVISION STREETS SHOWN ON THE PLAN ARE PUBLIC. THE SUBDIVISION STREETS WILL CONNECT TO PIEDMONT DRIVE AND SUNNY MEADOWS DRIVE, BOTH OF WHICH ARE WITHIN PUBLIC RIGHTS OF WAY AND MAINTAINED BY VDOT.
- ALL LOTS SHALL HAVE DRIVEWAY CONNECTIONS TO THE INTERNAL SUBDIVISION STREETS ONLY. NO LOTS SHALL HAVE DIRECT ACCESS TO PIEDMONT DRIVE.
- EASEMENTS MAY EXIST THAT ARE NOT SHOWN HEREON.
- ALL LIGHTING SHALL COMPLY WITH SPOTSYLVANIA COUNTY STANDARDS.
- THIS DEVELOPMENT SHALL COMPLY WITH ALL SPOTSYLVANIA COUNTY CODE REQUIREMENTS.
- ALL APPLICABLE ENVIRONMENTAL PERMITS SHALL BE OBTAINED AS REQUIRED FOR SITE PLAN APPROVAL.



VICINITY MAP
SCALE 1"=2000'
SCALE IN FEET (1 INCH=2,000 FEET)

PROPERTY OWNER	APPLICANT	ENGINEER
TM 22-11-4B, TM 22-11-5, & 22-A-103 LINDA C CURTIS OR LEIGH ANN CURTIS-CHAPMAN 6020 HARRISON ROAD FREDERICKSBURG, VA 22407	RAPPAHANNOCK DEVELOPMENT GROUP 1016 CHARLES STREET FREDERICKSBURG, VA 22401 540-273-7498	FAIRBANKS & FRANKLIN 1005 MAHONE STREET FREDERICKSBURG, VIRGINIA 22401 540-899-3700

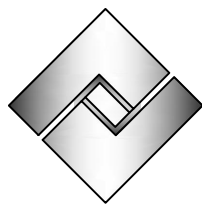
SITE INFORMATION:

TAX PARCELS:	22-11-4B, 22-11-5, & 22-A-103
ADDRESS:	11513 PIEDMONT DRIVE
PRESENT ZONING:	R-1 FOR LOT 22-A-103 PDH-3
PROPOSED ZONING:	SINGLE-FAMILY DETACHED RESIDENTIAL
PRESENT USE:	SINGLE-FAMILY DETACHED RESIDENTIAL
PROPOSED USE:	HIGHWAY CORRIDOR OVERLAY
OVERLAY DISTRICT(S):	48.42 AC
PROPERTY AREA:	6.57 AC
R/W DEDICATION:	19.87
TOTAL LOT AREA:	3 DU / AC (145 UNITS)
DENSITY ALLOWED:	2.09 DU / AC (101 UNITS)
DENSITY PROVIDED:	APPROXIMATELY 25.0% (12 AC / 48.42 AC)
IMPERVIOUS SURFACE RATIO:	APPROXIMATELY 33% (2,500 SF / 7,500 SF)
LOT COVERAGE RATIO:	30% (14.52 AC)
OPEN SPACE OUTSIDE OF LOTS REQUIRED:	45.39% (21.98 AC)
OPEN SPACE OUTSIDE OF LOTS PROVIDED:	12.99 AC
a. OPEN SPACE PROVIDED IN RPA, WETLANDS, STREAMS, AND SLOPES 15% OR STEEPER:	
b. OPEN SPACE PROVIDED OUTSIDE OF RPA, WETLANDS, STREAMS, AND SLOPES 15% OR STEEPER:	8.96 AC
DISTURBED ACREAGE:	APPROXIMATELY 32.0 AC
WATER:	PUBLIC WATER
SEWER:	PUBLIC SANITARY SEWER
PARKING REQUIRED:	2 SPACES/UNIT X 101 UNITS = 202 SPACES
PARKING PROVIDED:	202 SPACES
MAXIMUM BUILDING HEIGHT:	2 STORY (APPROX. 35 FT)
MINIMUM YARD REQUIREMENTS:	
FRONT:	20 FT
SIDE:	7.5 FT
REAR:	20 FT
ESTIMATED VEHICLE TRIPS:	REFER TO TRAFFIC STUDY PREPARED BY RAMEY KEMP

ZONING COMPARISON			
SINGLE FAMILY DETACHED	ZONING	R-1	PDH-3
	ALLOWED DENSITY	1 DU PER 2 ACRES (CONV. SUBD.)	3 DWELLING UNITS PER ACRE
	ALLOWED YIELD	1 DU PER 1.5 ACRES (CLUSTER SUBD.) 24 DU (CONV. SUBD.) 32 DU (CLUSTER SUBD.)	145 DU

ESTIMATED WATER AND SEWER USAGE	
WATER USAGE 30,300 GPD	SEWER USAGE 30,300 GPD

TOTAL ESTIMATED VEHICLE TRIP PER DAY(VPD)
ITE TRIP GENERATION MANUAL 10TH EDITION:
SINGLE-FAMILY DETACHED HOUSING - LAND USE CODE 210
101 HOME X 10 TRIPS PER UNIT = 1,010 VPD
NOTE: ACTUAL HIGHEST VPD/UNIT = 9.54. THIS WAS
ROUNDED UP TO 10 IN ACCORDANCE WITH VDOT
METHODOLOGY.



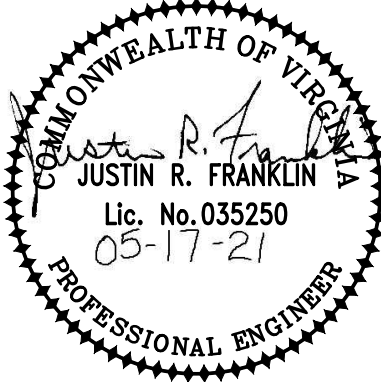
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Franklin

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Land Planning

1005 Mahone Street
Fredericksburg, VA 22401
(540) 899-3700

COVER SHEET

SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA



DATE : 02-18-20
DESIGNED: JRF
DRAWN : JRF
CHECKED : JDF

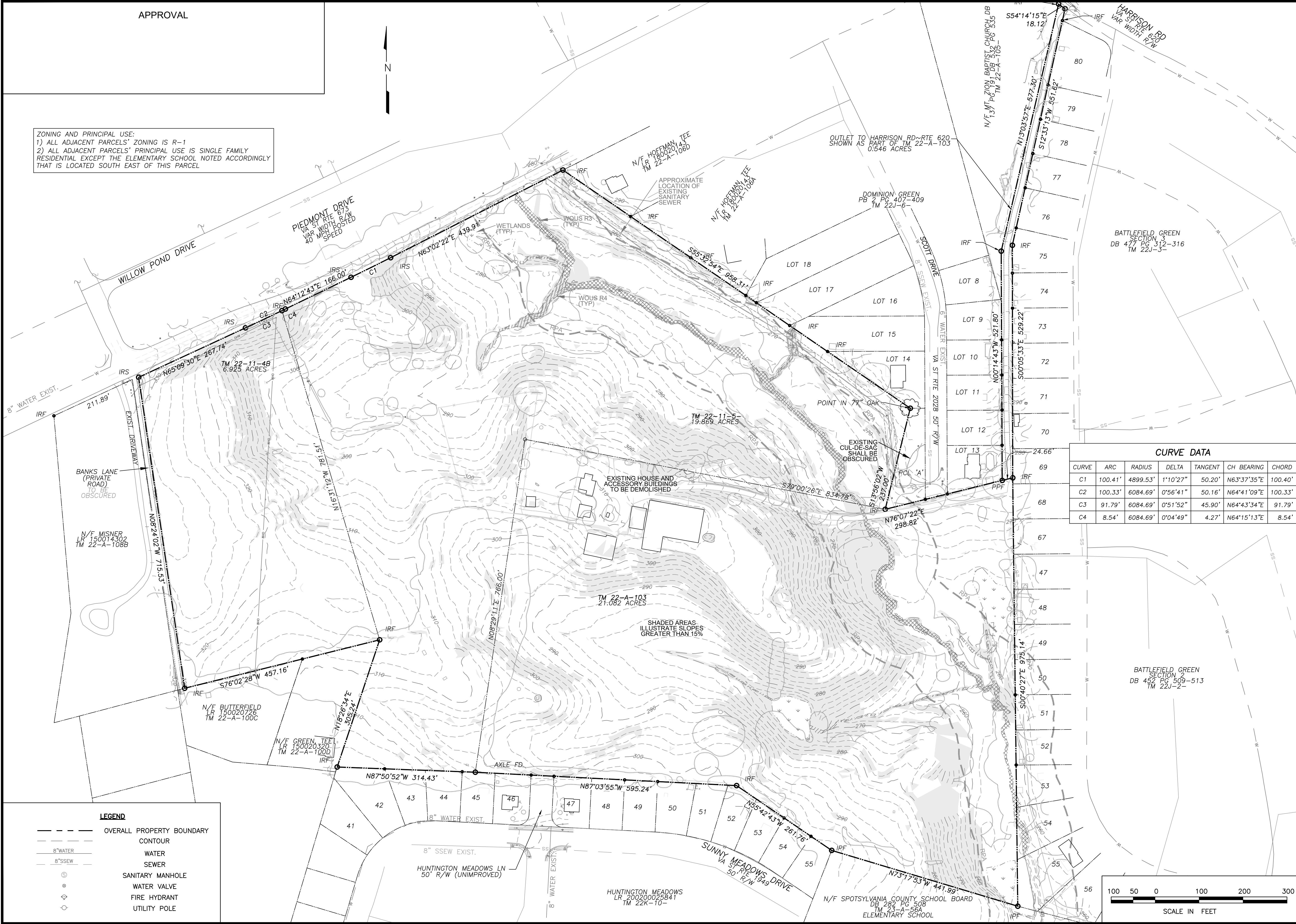
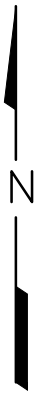
REVISIONS: 10-19-20
03-16-20 12-17-20
04-01-20 01-06-21
06-17-20 02-08-21
08-28-20 05-17-21

DOCUMENT NO.
470-1008

SHEET
1 OF 4

APPROVAL

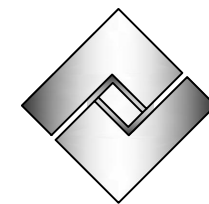
ZONING AND PRINCIPAL USE:
1) ALL ADJACENT PARCELS' ZONING IS R-1
2) ALL ADJACENT PARCELS' PRINCIPAL USE IS SINGLE FAMILY
RESIDENTIAL EXCEPT THE ELEMENTARY SCHOOL NOTED ACCORDINGLY
THAT IS LOCATED SOUTH EAST OF THIS PARCEL



CURVE DATA						
CURVE	ARC	RADIUS	DELTA	TANGENT	CH BEARING	CHORD
C1	100.41'	4899.53'	1°10'27"	50.20'	N63°37'35"E	100.40'
C2	100.33'	6084.69'	0°56'41"	50.16'	N64°41'09"E	100.33'
C3	91.79'	6084.69'	0°51'52"	45.90'	N64°43'34"E	91.79'
C4	8.54'	6084.69'	0°04'49"	4.27'	N64°15'13"E	8.54'

LEGEND

- OVERALL PROPERTY BOUNDARY
- - - CONTOUR
- 8" WATER
- 8" SSEW
- SANITARY MANHOLE
- ⊙ WATER VALVE
- ⊕ FIRE HYDRANT
- UTILITY POLE



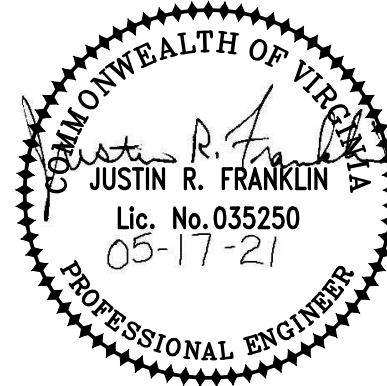
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EXISTING CONDITIONS

SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA

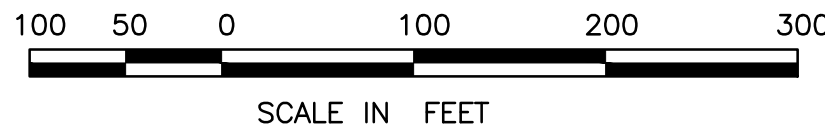


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SHEET
2 OF **4**



APPROVAL	
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ZONING AND PRINCIPAL USE:

- 1) ALL ADJACENT PARCELS' ZONING IS R-1
- 2) ALL ADJACENT PARCELS' PRINCIPAL USE IS SINGLE FAMILY RESIDENTIAL EXCEPT THE ELEMENTARY SCHOOL NOTED ACCORDINGLY THAT IS LOCATED SOUTH EAST OF THIS PARCEL

THE STREET BUFFER ALONG
PIEDMONT DRIVE WILL COMPLY WITH
ARTICLE 6 OF THE DESIGN
STANDARDS MANUAL

PROPOSED 10' PAVED TRAIL ALONG
PIEDMONT DRIVE. TRAIL WILL BE
MAINTAINED BY THE HOA AND BE WITHIN
A PUBLIC ACCESS EASEMENT.
REFLECTIVE BARRICADE IN
ACCORDANCE WITH DSM (PLATE 5-22)
SHALL BE INSTALLED AT END OF TRAIL

APPROXIMATE
LOCATION OF
EXISTING
SANITARY
SEWER

DOMINION GREEN
PB 2 PG 407-409
TM 22.1-6-

BATTLEFIELD GREEN
SECTION 3
DB 477 PG 312-316
TM 22J-3-

PROPOSED 10' WIDE PAVED TRAIL. TRAIL AND TRAIL CORRIDOR SHALL BE DEDICATED TO SPOTSYLVANIA COUNTY FOR PUBLIC USE. TRAIL FOLLOWS EXISTING DRIVEWAY AND BETWEEN EXISTING LOT 13 AND PROPOSED LOT 100

BATTLEFIELD GREEN
SECTION 2
DB 452 PG 509-513
TM 22J-2-

LEGEND



	OVERALL PROPERTY BOUNDARY
	PROPOSED LOT BOUNDARY
	CONTOUR
	SETBACK
	PROPOSED CONCRETE
	PROPOSED PAVEMENT

20' WIDE LANDSCAPE BUFFER
FOLLOWING THE
TRANSITIONAL SCREENING 1
STANDARD IN THE COUNTY
DESIGN STANDARDS MANUAL.
REFER TO TYPICAL
LANDSCAPING DETAIL ON
SHEET 4. EXISTING
VEGETATION MEETING THE
TRANSITIONAL SCREENING 1
STANDARD SHALL BE
PRESERVED IN LIEU OF
REMOVING AND REPLANTING

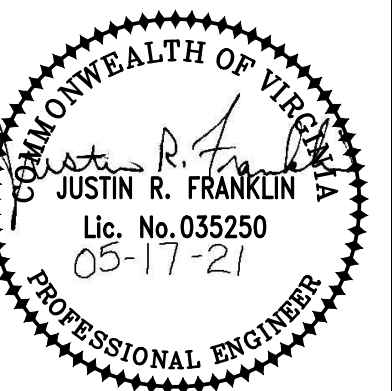
EXISTING		PROPOSED	
8" W	WATER	8" W	
8" S	SEWER	8" S	
⊗	SANITARY MANHOLE	⊗	
⊙	WATER VALVE		
⦿	FIRE HYDRANT	⦿	
⊖	UTILITY POLE		

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GENERALIZED DEVELOPMENT PLAN

SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA

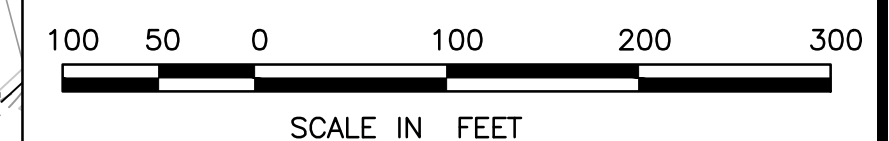


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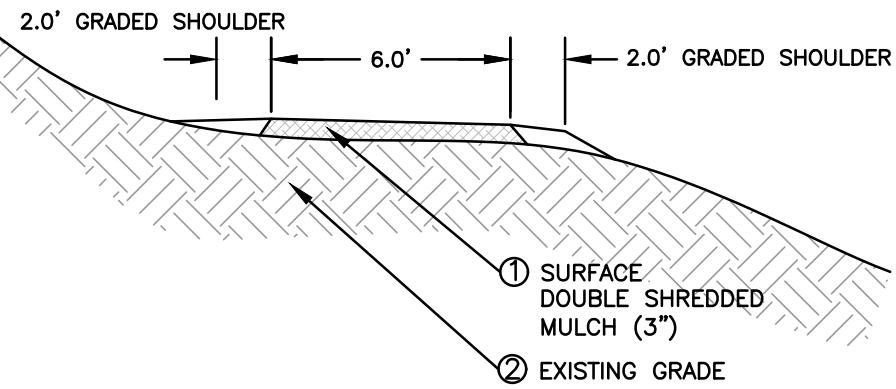
3 SHEET 4
OF



APPROVAL

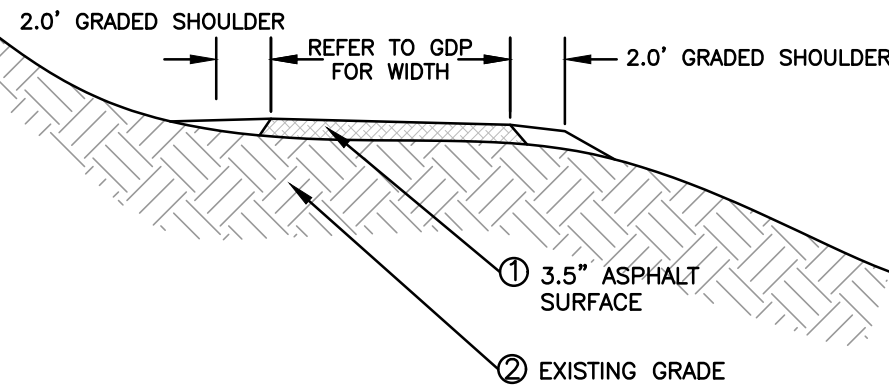
PROPOSED UNPAVED TRAILS

UNPAVED TRAIL SECTION SHALL FOLLOW COUNTY DESIGN STANDARDS MANUAL

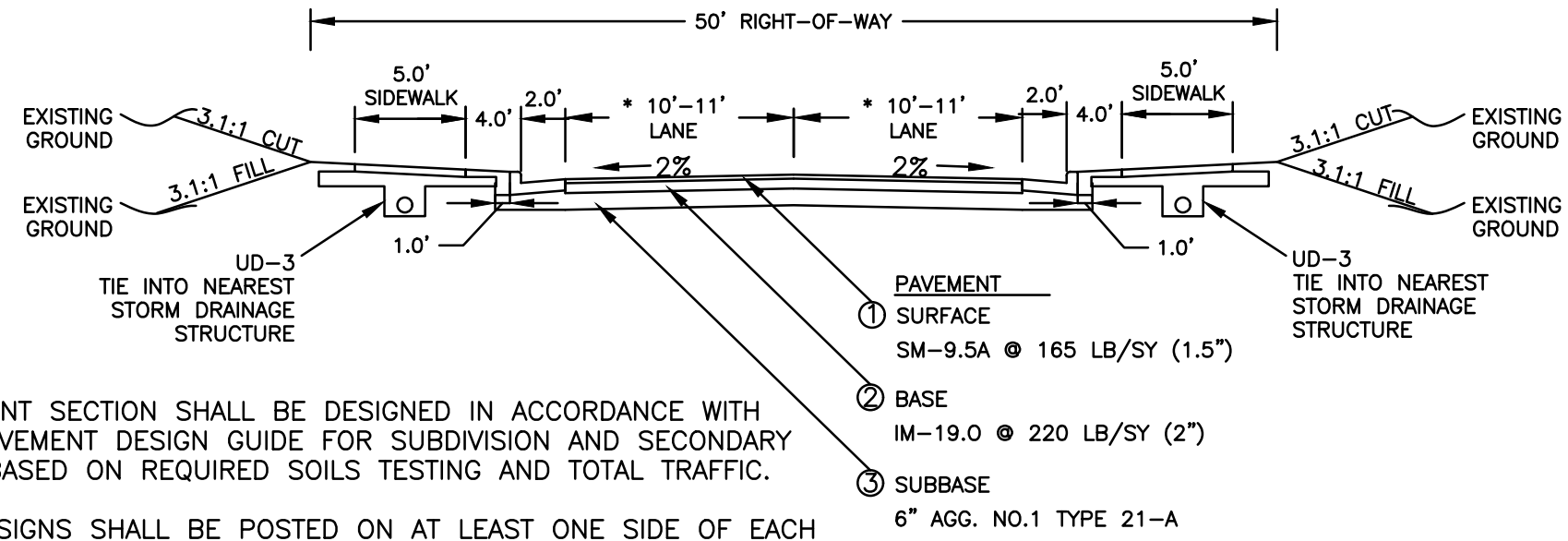


PROPOSED PAVED TRAILS

PAVED TRAIL SECTION SHALL FOLLOW COUNTY DESIGN STANDARDS MANUAL



PROPOSED SUBDIVISION ROADWAYS

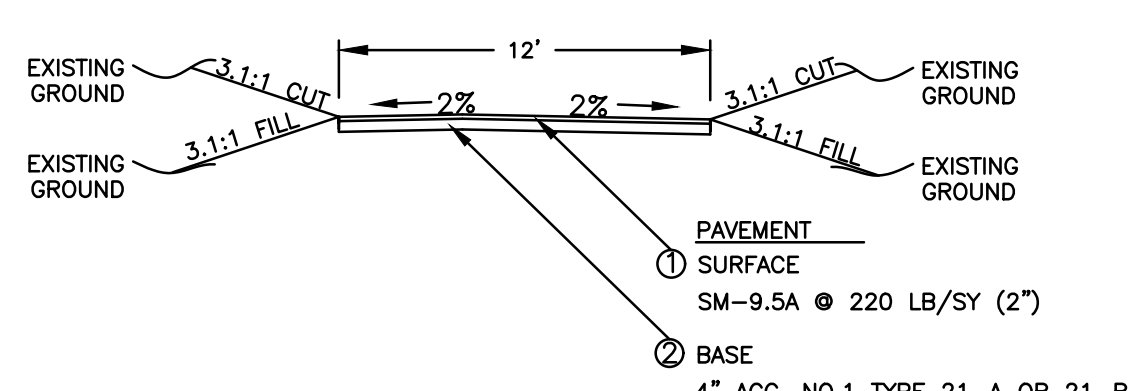


FINAL PAVEMENT SECTION SHALL BE DESIGNED IN ACCORDANCE WITH THE 2014 PAVEMENT DESIGN GUIDE FOR SUBDIVISION AND SECONDARY ROADS AND BASED ON REQUIRED SOILS TESTING AND TOTAL TRAFFIC.

NO PARKING SIGNS SHALL BE POSTED ON AT LEAST ONE SIDE OF EACH STREET AT A SPACING OF APPROXIMATELY 500' AND IN CUL-DE-SAC. SIGNS SHALL BE PLACED OUTSIDE OF THE RIGHT OF WAY.

* REFER TO PLAN FOR LANE WIDTH AND LOCATION OF TRANSITION TO HUNTINGTON MEADOWS DRIVE.

PROPOSED SUBDIVISION DRIVEWAYS



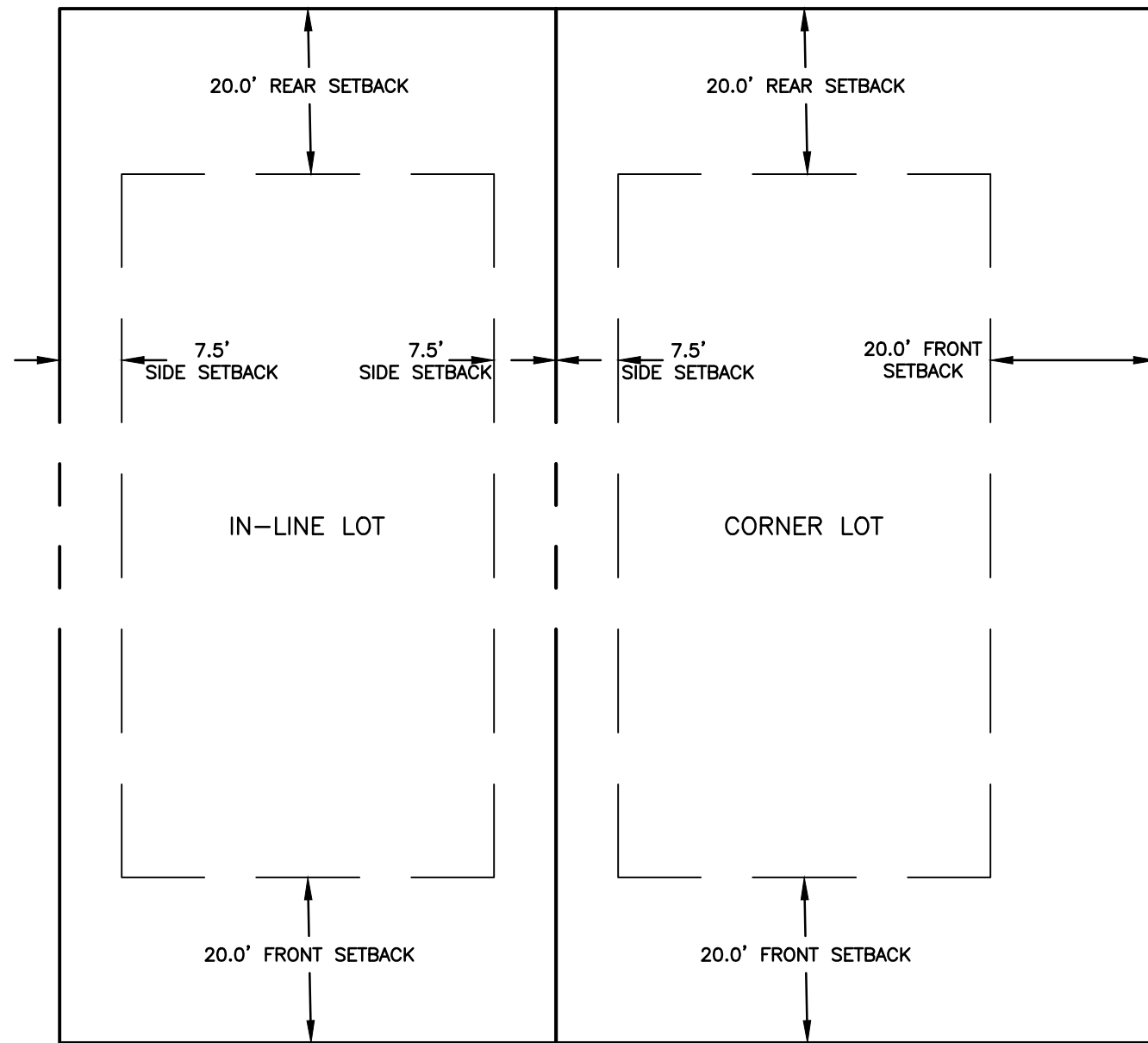
DRIVEWAY CROSS SLOPE SHALL BE 2% IN ONE DIRECTION OR 2% AND CROWNED AT THE CENTERLINE

DRIVEWAY WIDTH SHALL BE INCREASED AT THE APPROACH TO THE GARAGE

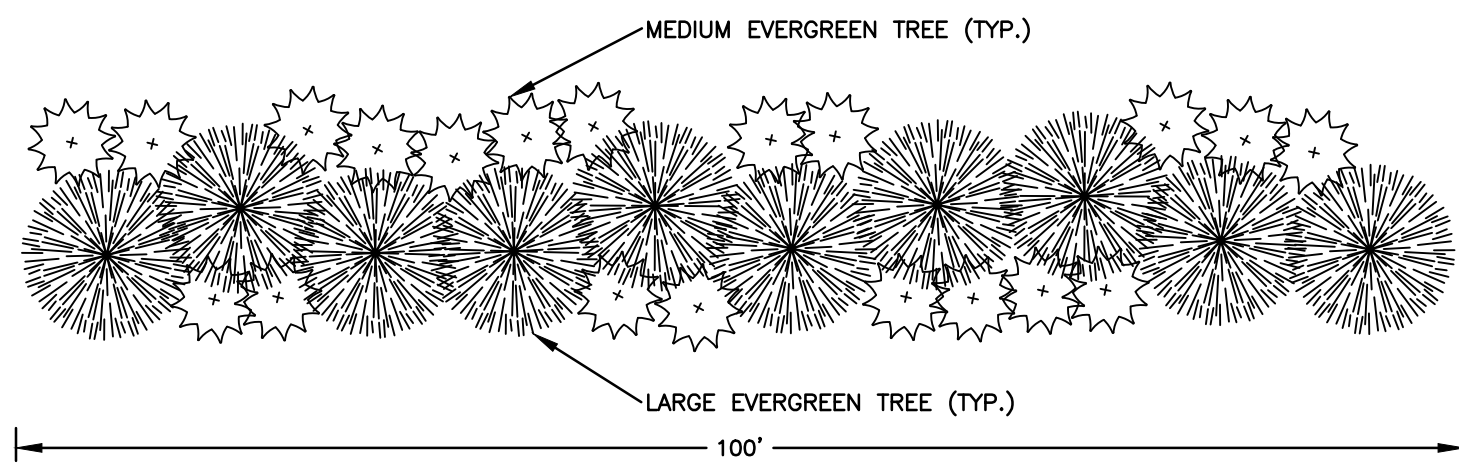
DRIVEWAY MATERIAL MAY BE CONCRETE

DRIVEWAY SHALL CONNECT AT THE SUBDIVISION STREET WITH A VDOT STANDARD CG-9B

LOT DIMENSION DETAIL

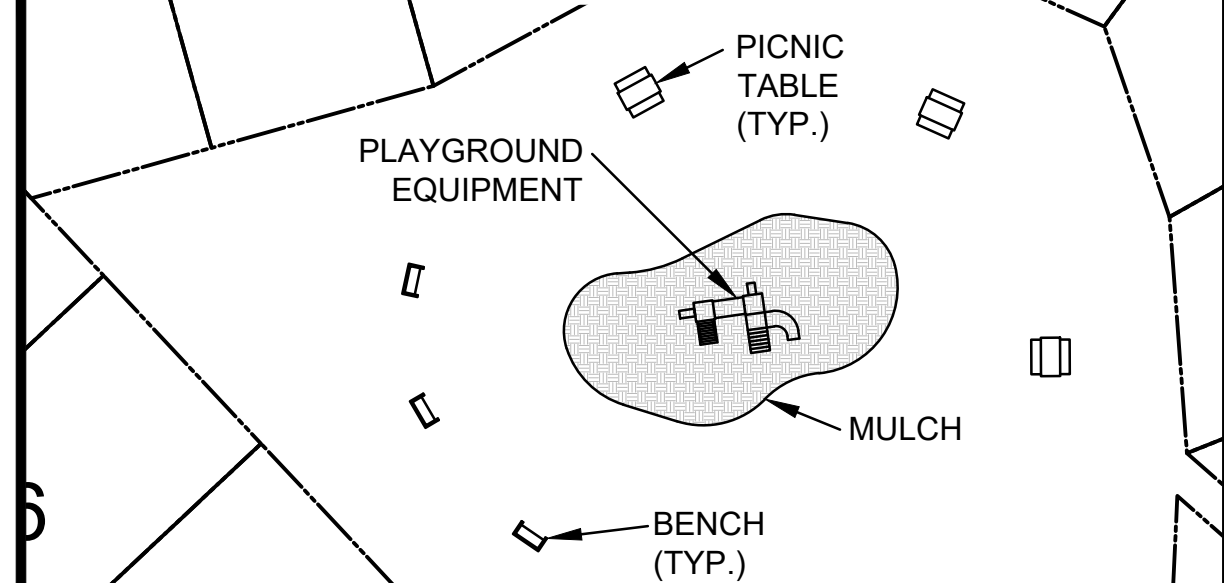


20' WIDE TYPICAL LANDSCAPE BUFFER

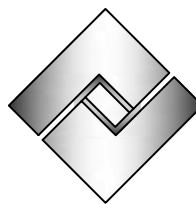
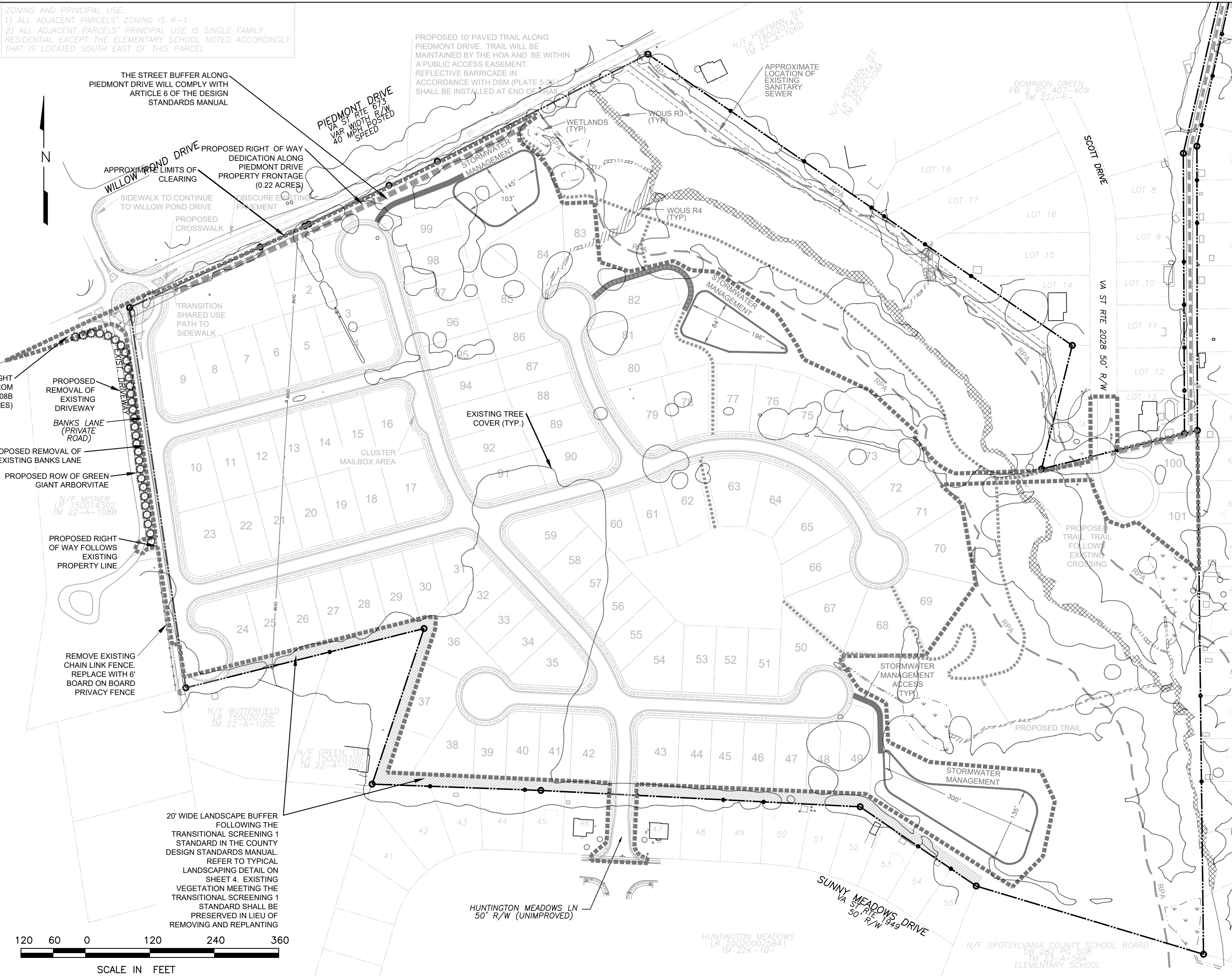


LOT LOT INSET

(NOT TO SCALE)



APPROXIMATE LIMITS OF CLEARING AND TREE COVER



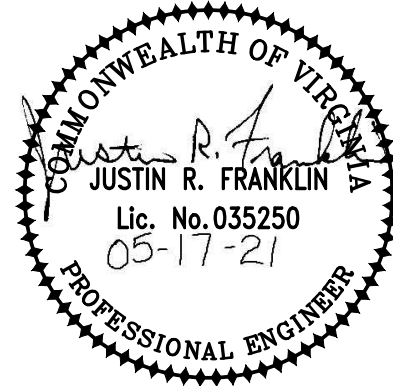
Fairbanks & Franklin

Civil Engineering
Land Planning

1005 Mahone Street
Fredericksburg, VA 22401
(540) 899-3700

DETAILS

SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA



DATE : 02-18-20
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DOCUMENT NO.
470-1008

4 SHEET
OF 4

EXHIBIT B

“Proffers”

VOLUNTARY PROFFER STATEMENT

Applicant: Rappahannock Development Group, LLC (“Applicant”)
1016 Charles Street, Fredericksburg, VA 22401

Owners: Linda C. Curtis and Leigh Ann Curtis-Chapman (“Owners”)
6020 Harrison Road, Fredericksburg, VA 22407

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: “Saddle Creek” (the “Project”)

Property: Spotsylvania County Tax Parcels 22-A-103 (6020 Harrison Road), 22-11-4B (11501 Piedmont Drive), and 22-11-5 (11513 Piedmont Drive), consisting of approximately 48.42 acres (collectively, the “Property”)

Date: May 28, 2021

GDP: “Saddle Creek Generalized Development Plan for Rezoning 22-11-4B, 22-11-5 & 22-A-103, 11513 Piedmont Drive, Salem Voting District, Spotsylvania County, Virginia,” prepared by Fairbanks & Franklin, dated February 18, 2020, last revised May 17, 2021, attached hereto as Exhibit A (the “GDP”)

Rezoning Request: From R-1 to PDH-3

Rezoning File No.: R20-0008

I. General Information.

The Applicant and Owners, and 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 below proffered conditions (“Proffers”) pursuant to Sections 15.2-2303 and 15.2-2303.4, et al. of the Code of Virginia (1950, as amended), and Section 23-4.6.3, et al. of the Zoning Ordinance of Spotsylvania County (1995, as amended). The Proffers are the only conditions offered in this rezoning application. The Proffers will be effective only upon Spotsylvania County’s (“County”) full and final approval of rezoning application R20-0008 submitted to reclassify the Property from R-1 to PDH-3 to allow for the development of 101 residential single-family detached units. Any prior proffers (whether of record or not) affecting the Property are hereby superseded by the Proffers, and are therefore void and of no further force and effect upon said approval.

II. Land Use.

- A. **General Development.** The Property will be developed in conformance with the GDP, which is incorporated herein by this reference. 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, amenities, waste facilities, parking areas, 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, DHR, VDOT, DEQ, DCR, Army Corps., etc., and the County's Zoning Ordinance, Subdivision Ordinance, and Design Standards Manual. Notwithstanding the foregoing, any material adjustments to the GDP shall be subject to the approval of the County's Zoning Administrator, and in no event shall approved adjustments to the GDP relieve the Applicant and Owners from providing any of the Proffers.
- B. **Use.** The Property shall be developed solely for no more than one hundred and one (101) 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-3 district, except for any home occupation and accessory use authorized under said district.

III. Transportation.

- A. For purposes of satisfying the requirements of the following Section III.B:
- (i) The Project will not be constructed without the necessary dedication of the offsite right-of-way area as shown and depicted on the GDP as "Proposed Right of Way from Parcel 22-A-108B (0.047 acres)" to the County in a legal form and legal title acceptable to VDOT to enable the applicant's construction of the Piedmont Drive/Saddle Creek Intersection Improvements as shown on the GDP. The dedication of the Proposed Right of Way from Parcel 22-A-108B (0.047 acres) shall be a condition of site plan approval in addition to a condition of any condemnation as set out in the Agreement, as defined herein.
 - (ii) The Project will not be constructed nor will any site plan be approved without the condemnation of the Proposed Condemnation Area as shown on the attached **Exhibit B**, dated May 17, 2021 ("Proposed Condemnation Area"), for purposes of allowing the completion of the Piedmont Drive/Saddle Creek Intersection Improvements (as defined herein) and dedicating it to VDOT's Secondary Highway System. The County is under no obligation to approve the condemnation.
 - (iii) Subject to the approval of this rezoning application R20-0008, the agreement (Agreement) attached hereto as **Exhibit D**, and fully incorporated by reference into these Proffers, must be

executed in substantially the same form, as determined by the Zoning Administrator, by the Applicant and Owners within 45 days of the date of the rezoning as a condition of construction of the Project and site plan approval.

B. Subject to the dedication of the offsite right-of-way referenced in Section III.A.(i) as well as successful condemnation of the Proposed Condemnation Area, and subject to the final review and approvals from both the Virginia Department of Transportation (“VDOT”) and the County, the following in-kind transportation improvements shall be provided all as shown more particularly on Sheet 3 of 4 of the GDP (collectively known as the “Piedmont Drive/Saddle Creek Intersection Improvements”):

- (i) fulfillment all applicable County and VDOT development standards as a condition of site plan approval
- (ii) construction of a round-about at the intersections of Piedmont Drive, Saddle Creek Drive and Chancellor Park Drive (the “Round About”) and dedicate it to VDOT for acceptance into the Commonwealth’s Secondary Highway System; and
- (iii) installation of a pedestrian crosswalk across Piedmont Drive;
- (iv) installation of a 10-foot, paved, multi-use trail located on the south side of Piedmont Drive;
- (v) extension of the sidewalk on the east side of Chancellor Park Drive from the Round About to Willow Pond Drive;
- (vi) dedication of right-of-way area along Piedmont Drive of approximately .22 acres in total; and
- (vii) installation and construction of all improvements along Saddle Creek Drive, as shown on Sheet 3 of 4 of the GDP.

All of the aforesaid improvements under this Section III B. shall be completed and satisfied prior to the County’s issuance of a certificate of occupancy permit (whether temporary or final) for this first Unit.

IV. Cash Proffers.

A. For purposes of this Section IV, the following cash proffers will be paid to mitigate the Project’s impacts. For the purpose of calculating the total cash proffers, the number of Units has been reduced from 101 to 69 to reflect the 32 by-right Units that could be developed under the existing R-1 zoning. Cash

proffers provided below are applicable to all Units and will be paid on a per Unit basis of \$1,371.60 x 101 Units for a total of \$138,531.60:

CASH AND IN-KIND PROFFERS					
	SF Detached	SF Attached	Multi-Family	Age-Restricted	TOTAL
Per Unit Cash Proffer	\$ 1,371.60 x 101	N/A	N/A	N/A	\$138,531.60
TOTAL	\$138,531.47	\$0.00	\$0	\$0	\$138,531.60
LUMP SUM AND IN-KIND CONTRIBUTIONS					
PUBLIC FACILITY CATEGORY					TOTAL VALUE
Schools	\$1,287.13 in cash per Unit to Schools				\$130,000.13
Public Safety	\$84.47 cash per Unit to Public Safety				\$8,531.47
Transportation	\$0.00 cash per Unit to Transportation				\$0.00
Parks & Rec.	\$0.00 cash per Unit to Parks & Rec.				\$0.00
TOTAL CASH & IN KIND PROFFER VALUE					\$138,531.60

PROFFERED PHASING AND TIMING	
Phase or Contribution/Dedication	Timing
<i>Cash Contributions to Public Schools</i>	After the final inspection and before the County's approval of a certificate of occupancy permit (whether temporary or final) for each Unit.
<i>Cash Contributions to Public Safety</i>	After the final inspection and before the County's approval of a certificate of occupancy permit (whether temporary or final) for each Unit.

- B. Escalation Clause. Commencing five (5) years after the approval of this rezoning application, the cash proffers 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.

V. Additional Proffers.

- A. A 5-foot-wide, low-impact, shredded mulch trail connecting Scott Drive to Piedmont Drive and Farrier Way will be constructed and installed within the Property, as shown on the GDP, prior to the issuance of the certificate of occupancy permit (whether temporary or final) for the fiftieth (50th) Unit.
- B. A 20-foot-wide landscaping buffer along the common property boundary with the Huntington Meadows subdivision, and Tax Map Parcels 22-A-108B, 22-A-100C, and 22-A-100D (the “Adjoining Parcels”) will be constructed and installed, as shown on the GDP, prior to starting construction of any Units on lots abutting the Adjoining Parcels.
- C. The minimum lot size for each Unit will be 6,000 square feet.
- D. A tot lot consisting at a minimum of playground equipment and benches will be constructed and installed within the crosshatch area as shown on the GDP, prior to the issuance of the certificate of occupancy permit (whether temporary or final) for the seventy-fifth (75th) Unit. The tot lot equipment and area are as generally depicted on the GDP and attached **Exhibit C.**
- E. The Applicant and Owners agree to dedicate to the County that certain trail generally described as “Proposed Trail,” which is depicted on the attached GDP. This dedication shall occur prior to the County’s issuance of a certificate of occupancy permit (whether temporary or final) for the fiftieth (50th) Unit.
- F. The Applicant agrees to pay an aggregate sum of \$56,024.04 towards the VDOT Safe Routes to School Program for sidewalks along Chancellor Park Drive. This cash proffer will be paid after the final inspection and prior to the issuance of the certificate of occupancy (whether temporary or final) for the (30th) Unit.
- G. The Applicant and Owner agree to pay the sum of \$200,000.00 towards future transportation improvements at the intersection of Harrison and Salem Church and Leavells Roads, which cash proffer will be paid after the final inspection and prior to the issuance of the certificate of occupancy (whether temporary or final) for the thirtieth (30th) Unit.
- H. The Applicant agrees to construct a paved 10’ wide multi-use trail between Harrison Road and Scott drive prior to the issuance of the certificate of occupancy permit (whether temporary or final) for the seventy-fifth (75th) Unit, and dedicate the driveway land to Spotsylvania County.

[AUTHORIZED SIGNATURES TO FOLLOW]

The Applicant and Owners make these Proffers voluntarily, in support of their rezoning application and by our signatures deem them reasonable and appropriate as set out in Virginia Code Section 15.2-2303.4 A.D.1.

WITNESS the following signatures:

APPLICANT:

**Rappahannock Development Group, LLC, a
Virginia limited liability company**

By: _____

Sean J. Haynes, Manager

Date: _____

5/28/21

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Fredericksburg

The foregoing was subscribed, sworn to and acknowledged before me this 28 day of May, 2021, by Sean J. Haynes, Manager of Rappahannock Development Group, LLC, a Virginia limited liability company.

Notary Public

Print Name: Nicole Scott
My Commission Expires: 8/31/22
Registration No. 7588739
[SEAL]



OWNER:

By: Linda C. Curtis

Linda C. Curtis

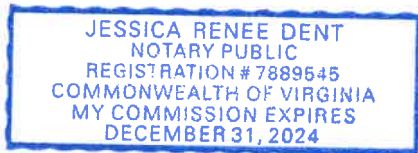
Date: June 7, 2021

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Spotsylvania

The foregoing was subscribed, sworn to and acknowledged before me this 7 day of June, 2021, by Linda C. Curtis, as Owner of Spotsylvania County Tax Parcels 22-A-103, 22-11-5, and 22-11-B4.

Jessica Renee Dent
Notary Public

Print Name: Jessica Dent
My Commission Expires: December 31, 2024
Registration No. 7889545
[SEAL]



OWNER:

By: Leigh Ann Curtis-Chapman
Leigh Ann Curtis-Chapman

Date: June 7, 2021

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Spotsylvania

The foregoing was subscribed, sworn to and acknowledged before me this 7 day of June, 2021, by Leigh Ann Curtis-Chapman as Owner of Spotsylvania County Tax Parcels 22-A-103, 22-11-5, and 22-11-B4.

Jessica Renee Dent
Notary Public

Print Name: Jessica Renee Dent
My Commission Expires: Dec. 31 2024
Registration No. 7889545
[SEAL]

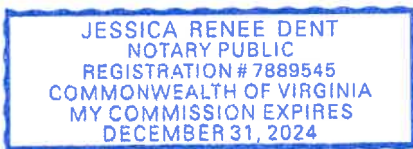


EXHIBIT A

Generalized Development Plan

SADDLE CREEK

GENERALIZED DEVELOPMENT PLAN FOR REZONING

22-11-4B, 22-11-5, & 22-A-103

11513 PIEDMONT DRIVE

SALEM VOTING DISTRICT

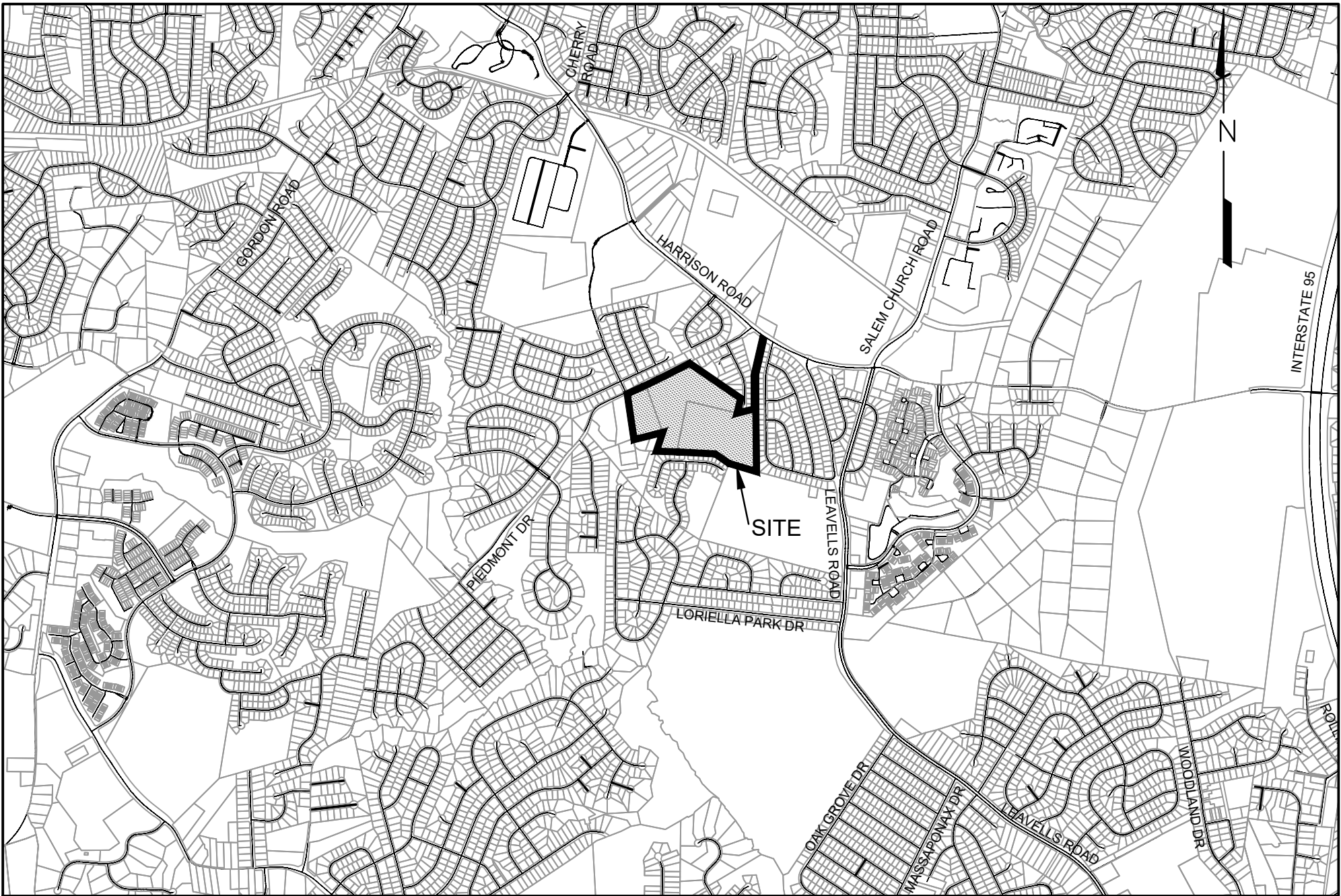
SPOTSYLVANIA COUNTY, VIRGINIA

SHEET INDEX

SHEET	TITLE
SHEET 1	COVER SHEET
SHEET 2	EXISTING CONDITIONS
SHEET 3	GENERALIZED DEVELOPMENT PLAN
SHEET 4	DETAILS

NOTES:

- SOURCE OF MAPPING:
TOPOGRAPHIC–AERIAL MAPPING PROVIDED BY MCKENZIE SNYDER WITH SUPPLEMENTAL INFORMATION TAKEN FROM SPOTSYLVANIA COUNTY GIS
BOUNDARY–BOUNDARY SURVEY PREPARED BY FAIRBANKS & FRANKLIN IN FEBRUARY 2020.
EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED DURING CONSTRUCTION IN ACCORDANCE WITH THE VA. EROSION AND SEDIMENT CONTROL HANDBOOK.
- WETLANDS AND STREAM CHANNELS SHOWN ON THIS PLAN WERE DELINEATED BY TNT ENVIRONMENTAL.
- THERE ARE NO KNOWN DAM BREAK INUNDATION ZONES WITHIN THE LIMITS OF THE SITE.
- THERE ARE NO KNOWN HISTORIC BUILDINGS, ARCHAEOLOGICAL FEATURES, OR HISTORIC DISTRICTS ON SITE.
- THERE ARE NO KNOWN PLACES OF BURIAL ON SITE.
- LANDSCAPING AND SCREENING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 23–5.5 OF THE SPOTSYLVANIA COUNTY CODE, ARTICLE 6 OF THE SPOTSYLVANIA COUNTY DESIGN STANDARDS MANUAL.
- ALL PARCEL LINES, PARCEL SIZES, BUILDING ENVELOPES, BUILDING 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 THE APPLICANT TO ADDRESS FINAL DEVELOPMENT, ENGINEERING AND DESIGN REGULATIONS, FULFILL COMPLIANCE WITH STATE AND FEDERAL AGENCY AND COMPLIANCE WITH THE REQUIREMENTS OF THE COUNTY'S DEVELOPMENT REGULATIONS. NOTWITHSTANDING THE FOREGOING, ANY SAID ADJUSTMENTS TO THE GDP SHALL BE SUBJECT TO THE APPROVAL OF THE COUNTY'S ZONING ADMINISTRATOR, AND IN NO EVENT SHALL APPROVED ADJUSTMENTS TO THE GDP RELIEVE THE APPLICANT FROM PROVIDING ANY OF THE PROFFERS.
- STORMWATER MANAGEMENT WILL BE ACHIEVED THROUGH THE USE OF BEST MANAGEMENT PRACTICES LOCATED REGIONALLY AT DRAINAGE OUTFALLS. ALL OUTFALL LOCATIONS WILL BE ANALYZED TO ENSURE THE RECEIVING CHANNELS ARE ADEQUATE AND THAT THE UPSTREAM STORMWATER MANAGEMENT FACILITIES DETAIN THE PEAK POST DEVELOPMENT RUNOFF IN ACCORDANCE WITH APPLICABLE STATE AND COUNTY REQUIREMENTS. AS SHOWN ON THIS GDP, THE APPROXIMATE IMPERVIOUS COVER IS 12 ACRES, THE APPROXIMATE OPEN SPACE IS 22 ACRES, AND THE REMAINING AREA OF APPROXIMATELY 14 ACRES IS MANAGED TURF. THIS DEVELOPMENT WILL REQUIRE A REDUCTION OF TP OF APPROXIMATELY 14.5 LBS. THIS REDUCTION WILL BE ACHIEVED IN THE REGIONAL FACILITIES.
- ALL REFUSE MUST BE DISPOSED OF AT COUNTY APPROVED DISPOSAL SITES. SOLID WASTE GENERATED BY EACH SINGLE FAMILY ATTACHED AND SINGLE FAMILY DETACHED LOT WILL BE STORED ON THAT RESPECTIVE LOT IN A CONTAINER. A PRIVATE REFUSE COLLECTION SERVICE WILL COLLECT AND TRANSPORT THE SOLID WASTE TO A COUNTY APPROVED DISPOSAL/COLLECTION SITE.
- BASED UPON GRAPHIC PLOTTING ONLY, THE PROPERTY IS LOCATED WITHIN ZONE X, "AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOODPLAIN", AS PER FLOOD INSURANCE RATE MAP FOR SPOTSYLVANIA COUNTY, VIRGINIA, COMMUNITY PANEL NUMBER 5103080075C EFFECTIVE FEBRUARY 18, 1998.
- THE HOMEOWNER'S ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL COMMON LAND AND FACILITIES WITHIN THE DEVELOPMENT.
- ALL PROPOSED SUBDIVISION STREETS SHOWN ON THE PLAN ARE PUBLIC. THE SUBDIVISION STREETS WILL CONNECT TO PIEDMONT DRIVE AND SUNNY MEADOWS DRIVE, BOTH OF WHICH ARE WITHIN PUBLIC RIGHTS OF WAY AND MAINTAINED BY VDOT.
- ALL LOTS SHALL HAVE DRIVEWAY CONNECTIONS TO THE INTERNAL SUBDIVISION STREETS ONLY. NO LOTS SHALL HAVE DIRECT ACCESS TO PIEDMONT DRIVE.
- EASEMENTS MAY EXIST THAT ARE NOT SHOWN HEREON.
- ALL LIGHTING SHALL COMPLY WITH SPOTSYLVANIA COUNTY STANDARDS.
- THIS DEVELOPMENT SHALL COMPLY WITH ALL SPOTSYLVANIA COUNTY CODE REQUIREMENTS.
- ALL APPLICABLE ENVIRONMENTAL PERMITS SHALL BE OBTAINED AS REQUIRED FOR SITE PLAN APPROVAL.



VICINITY MAP
SCALE 1"=2000'

2000 1000 0 2000 4000 6000
SCALE IN FEET (1 INCH=2,000 FEET)

PROPERTY OWNER	APPLICANT	ENGINEER
TM 22-11-4B, TM 22-11-5, & 22-A-103 LINDA C CURTIS OR LEIGH ANN CURTIS-CHAPMAN 6020 HARRISON ROAD FREDERICKSBURG, VA 22407	RAPPAHANNOCK DEVELOPMENT GROUP 1016 CHARLES STREET FREDERICKSBURG, VA 22401 540-273-7498	FAIRBANKS & FRANKLIN 1005 MAHONE STREET FREDERICKSBURG, VIRGINIA 22401 540-899-3700

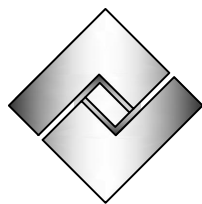
SITE INFORMATION:

TAX PARCELS:	22-11-4B, 22-11-5, & 22-A-103
ADDRESS:	11513 PIEDMONT DRIVE
PRESENT ZONING:	R-1 FOR LOT 22-A-103 PDH-3
PROPOSED ZONING:	SINGLE-FAMILY DETACHED RESIDENTIAL
PRESENT USE:	SINGLE-FAMILY DETACHED RESIDENTIAL
PROPOSED USE:	HIGHWAY CORRIDOR OVERLAY
OVERLAY DISTRICT(S):	48.42 AC
PROPERTY AREA:	6.57 AC
R/W DEDICATION:	19.87
TOTAL LOT AREA:	3 DU / AC (145 UNITS)
DENSITY ALLOWED:	2.09 DU / AC (101 UNITS)
DENSITY PROVIDED:	APPROXIMATELY 25.0% (12 AC / 48.42 AC)
IMPERVIOUS SURFACE RATIO:	APPROXIMATELY 33% (2,500 SF / 7,500 SF)
LOT COVERAGE RATIO:	30% (14.52 AC)
OPEN SPACE OUTSIDE OF LOTS REQUIRED:	45.39% (21.98 AC)
OPEN SPACE OUTSIDE OF LOTS PROVIDED:	12.99 AC
a. OPEN SPACE PROVIDED IN RPA, WETLANDS, STREAMS, AND SLOPES 15% OR STEEPER:	
b. OPEN SPACE PROVIDED OUTSIDE OF RPA, WETLANDS, STREAMS, AND SLOPES 15% OR STEEPER:	8.96 AC
DISTURBED ACREAGE:	APPROXIMATELY 32.0 AC
WATER:	PUBLIC WATER
SEWER:	PUBLIC SANITARY SEWER
PARKING REQUIRED:	2 SPACES/UNIT X 101 UNITS = 202 SPACES
PARKING PROVIDED:	202 SPACES
MAXIMUM BUILDING HEIGHT:	2 STORY (APPROX. 35 FT)
MINIMUM YARD REQUIREMENTS:	
FRONT:	20 FT
SIDE:	7.5 FT
REAR:	20 FT
ESTIMATED VEHICLE TRIPS:	REFER TO TRAFFIC STUDY PREPARED BY RAMEY KEMP

ZONING COMPARISON			
SINGLE FAMILY DETACHED	ZONING	R-1	PDH-3
	ALLOWED DENSITY	1 DU PER 2 ACRES (CONV. SUBD.)	3 DWELLING UNITS PER ACRE
	ALLOWED YIELD	1 DU PER 1.5 ACRES (CLUSTER SUBD.) 24 DU (CONV. SUBD.) 32 DU (CLUSTER SUBD.)	145 DU

ESTIMATED WATER AND SEWER USAGE	
WATER USAGE 30,300 GPD	SEWER USAGE 30,300 GPD

TOTAL ESTIMATED VEHICLE TRIP PER DAY(VPD)
ITE TRIP GENERATION MANUAL 10TH EDITION:
SINGLE–FAMILY DETACHED HOUSING – LAND USE CODE 210
101 HOME X 10 TRIPS PER UNIT = 1,010 VPD
NOTE: ACTUAL HIGHEST VPD/UNIT = 9.54. THIS WAS
ROUNDED UP TO 10 IN ACCORDANCE WITH VDOT
METHODOLOGY.



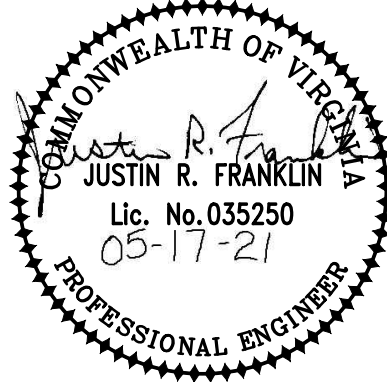
Fairbanks &
Franklin

Civil Engineering
Land Planning

1005 Mahone Street
Fredericksburg, VA 22401
(540) 899-3700

COVER SHEET

SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA



DATE : 02-18-20
DESIGNED: JRF
DRAWN : JRF
CHECKED : JDF

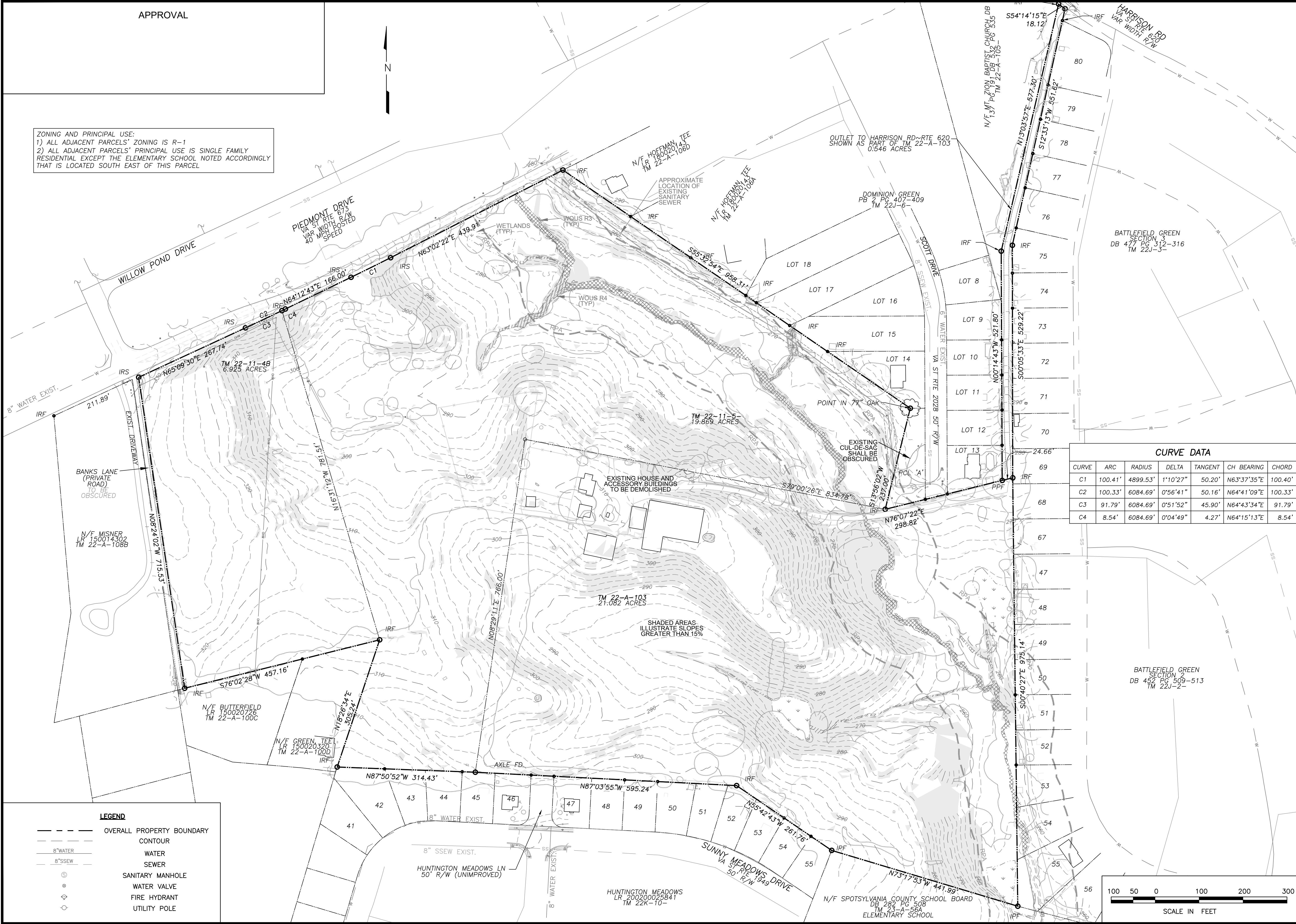
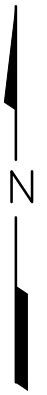
REVISIONS: 10-19-20
03-16-20 12-17-20
04-01-20 01-06-21
06-17-20 02-08-21
08-28-20 05-17-21

DOCUMENT NO.
470-1008

SHEET
1 OF 4

APPROVAL

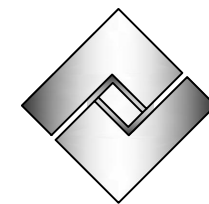
ZONING AND PRINCIPAL USE:
1) ALL ADJACENT PARCELS' ZONING IS R-1
2) ALL ADJACENT PARCELS' PRINCIPAL USE IS SINGLE FAMILY
RESIDENTIAL EXCEPT THE ELEMENTARY SCHOOL NOTED ACCORDINGLY
THAT IS LOCATED SOUTH EAST OF THIS PARCEL



CURVE DATA						
CURVE	ARC	RADIUS	DELTA	TANGENT	CH BEARING	CHORD
C1	100.41'	4899.53'	1°10'27"	50.20'	N63°37'35"E	100.40'
C2	100.33'	6084.69'	0°56'41"	50.16'	N64°41'09"E	100.33'
C3	91.79'	6084.69'	0°51'52"	45.90'	N64°43'34"E	91.79'
C4	8.54'	6084.69'	0°04'49"	4.27'	N64°15'13"E	8.54'

LEGEND

- OVERALL PROPERTY BOUNDARY
- - - CONTOUR
- 8" WATER
- 8" SSEW
- SANITARY MANHOLE
- ⊙ WATER VALVE
- ⊕ FIRE HYDRANT
- UTILITY POLE



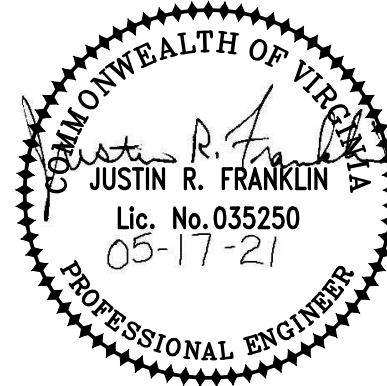
Fairbanks &
Franklin

Civil Engineering
Land Planning

1005 Mahone Street
Fredericksburg, VA 22401
(540) 899-3700

EXISTING CONDITIONS

SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA

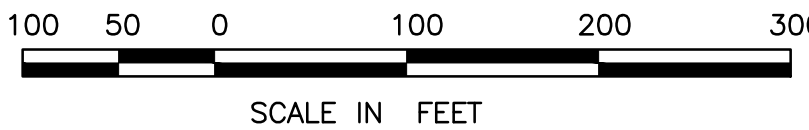


DATE : 02-18-20
DESIGNED: JRF
DRAWN : JRF
CHECKED: JDF

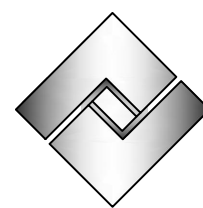
REVISIONS: 10-19-20
03-16-20 12-17-20
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08-28-20 05-17-21

DOCUMENT NO.
470-1008

SHEET
2 OF 4



APPROVAL



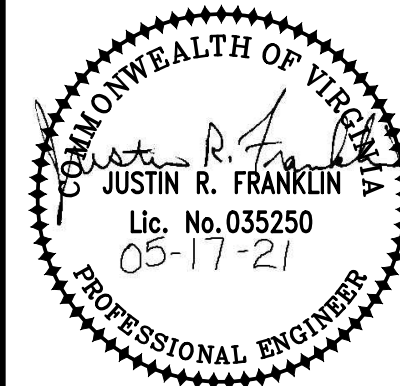
Fairbanks &
Franklin

Civil Engineering
Land Planning

1005 Mahone Street
Fredericksburg, VA 22401
(540) 899-3700

GENERALIZED DEVELOPMENT PLAN

SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA



DATE : 02-18-20
DESIGNED : JRF
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DOCUMENT NO.
470-1008

SHEET
3 OF **4**

ZONING AND PRINCIPAL USE:
1) ALL ADJACENT PARCELS' ZONING IS R-1
2) ALL ADJACENT PARCELS' PRINCIPAL USE IS SINGLE FAMILY
RESIDENTIAL EXCEPT THE ELEMENTARY SCHOOL NOTED ACCORDINGLY
THAT IS LOCATED SOUTH EAST OF THIS PARCEL

THE STREET BUFFER ALONG
PIEDMONT DRIVE WILL COMPLY WITH
ARTICLE 6 OF THE DESIGN
STANDARDS MANUAL

PROPOSED 10' PAVED TRAIL ALONG
PIEDMONT DRIVE. TRAIL WILL BE
MAINTAINED BY THE HOA AND BE WITHIN
A PUBLIC ACCESS EASEMENT.
REFLECTIVE BARRICADE IN
ACCORDANCE WITH DSM (PLATE 5-22)
SHALL BE INSTALLED AT END OF TRAIL

BOLLARDS SHALL BE
INSTALLED ON BOTH SIDES OF
TRAIL TO PREVENT
AUTOMOBILE AND ATV
ACCESS

BATTLEFIELD GREEN
SECTION 3
DB 477 PG 312-316
TM 22J-3-

PROPOSED 10' WIDE PAVED
TRAIL. TRAIL AND TRAIL
CORRIDOR SHALL BE
DEDICATED TO
SPOTSYLVANIA COUNTY FOR
PUBLIC USE. TRAIL FOLLOWS
EXISTING DRIVEWAY AND
BETWEEN EXISTING LOT 13
AND PROPOSED LOT 100

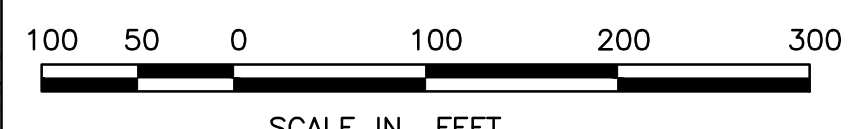
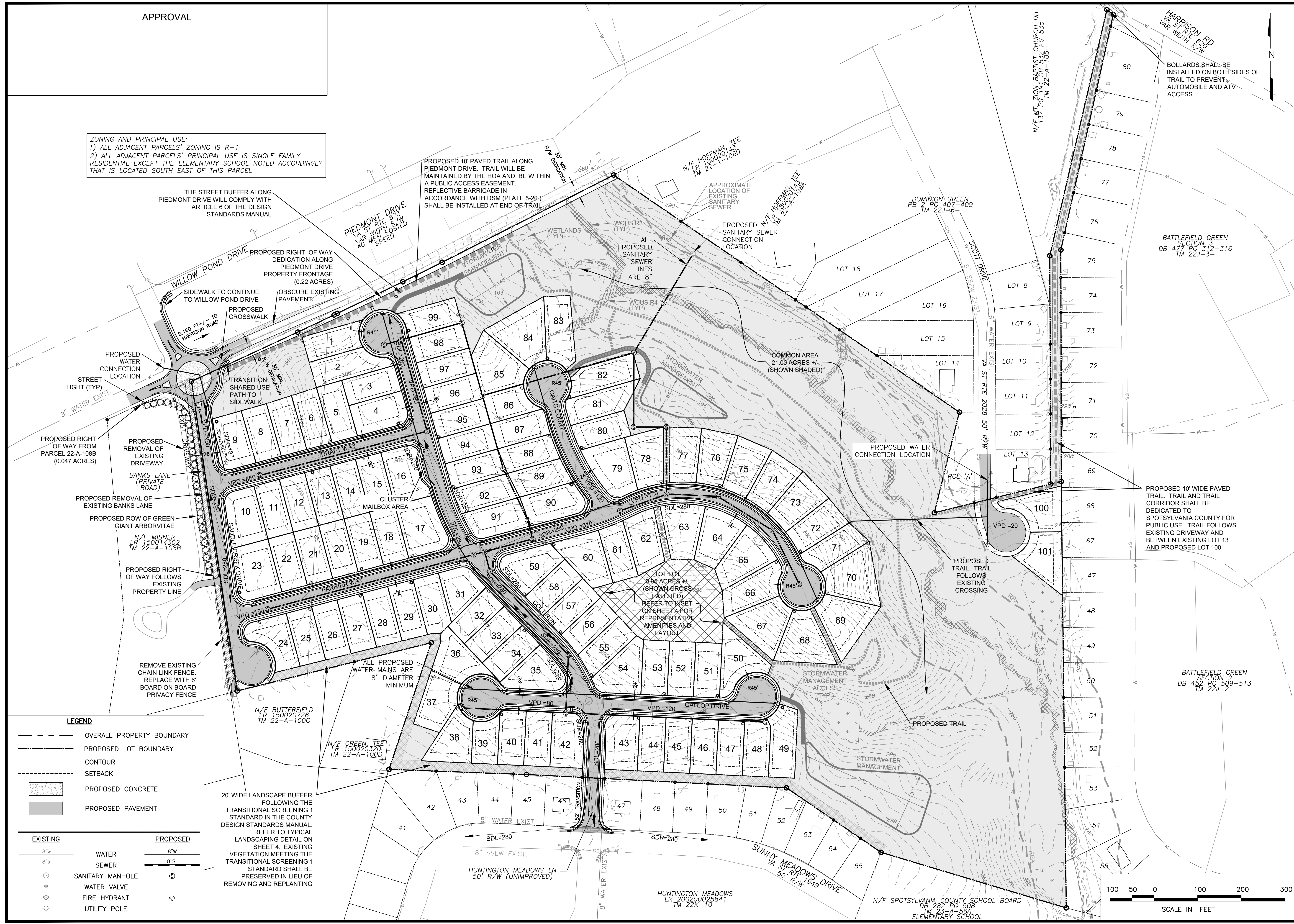
BATTLEFIELD GREEN
SECTION 2
DB 452 PG 509-513
TM 22J-2-

LEGEND

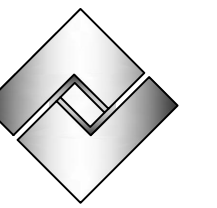
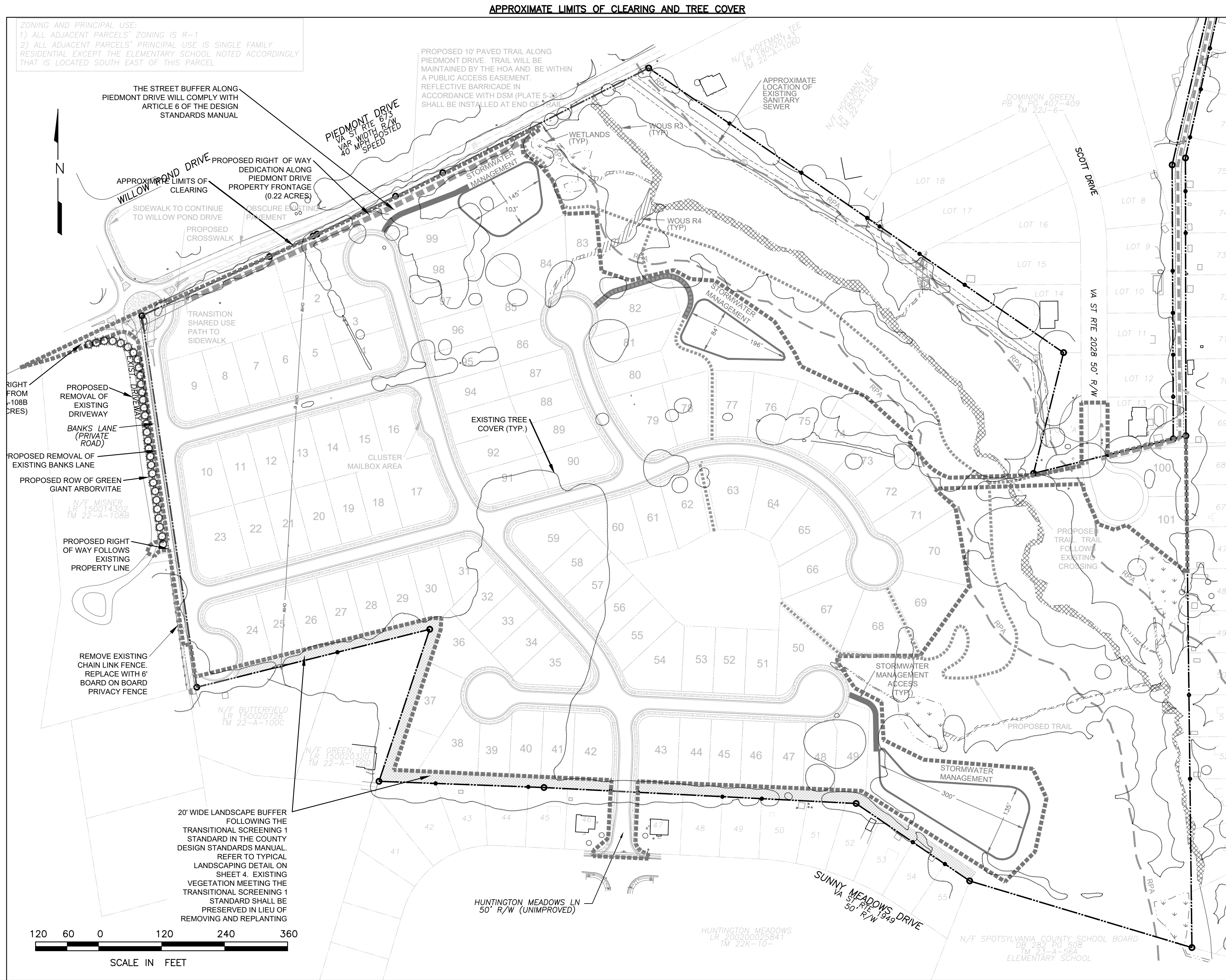
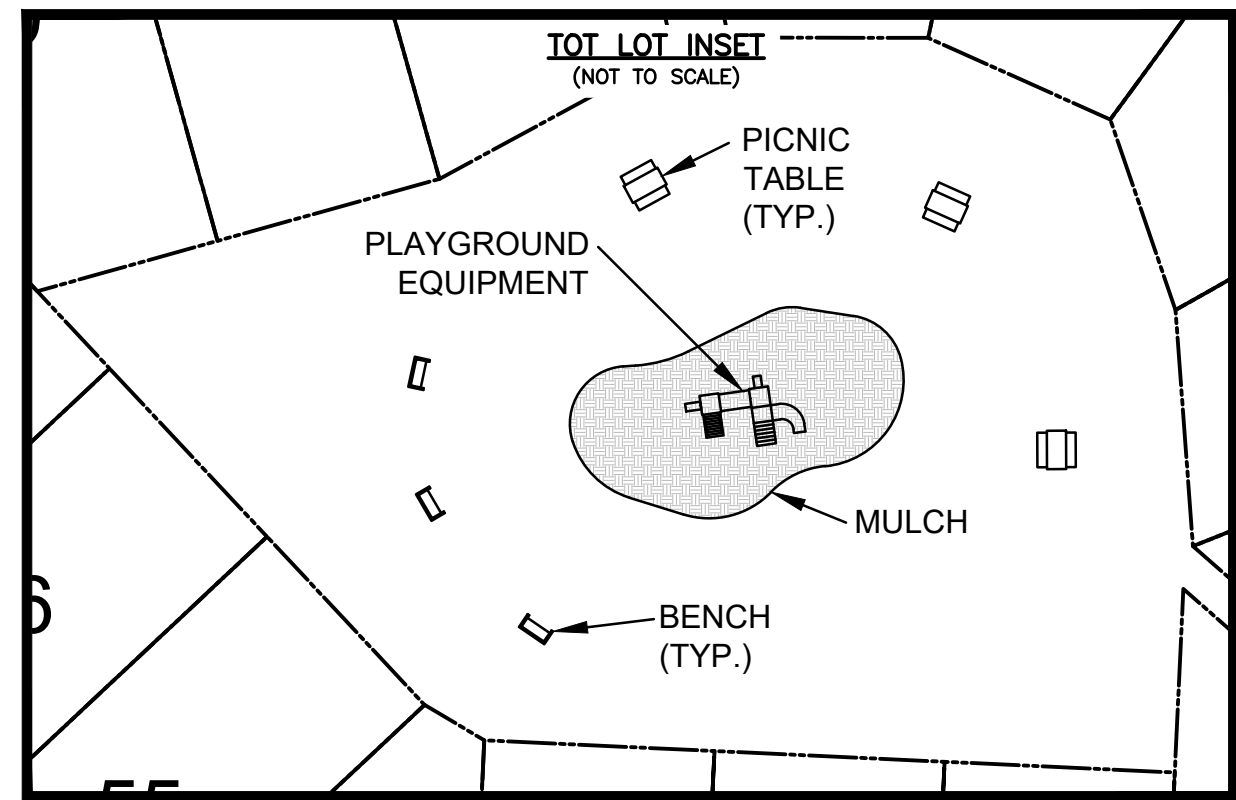
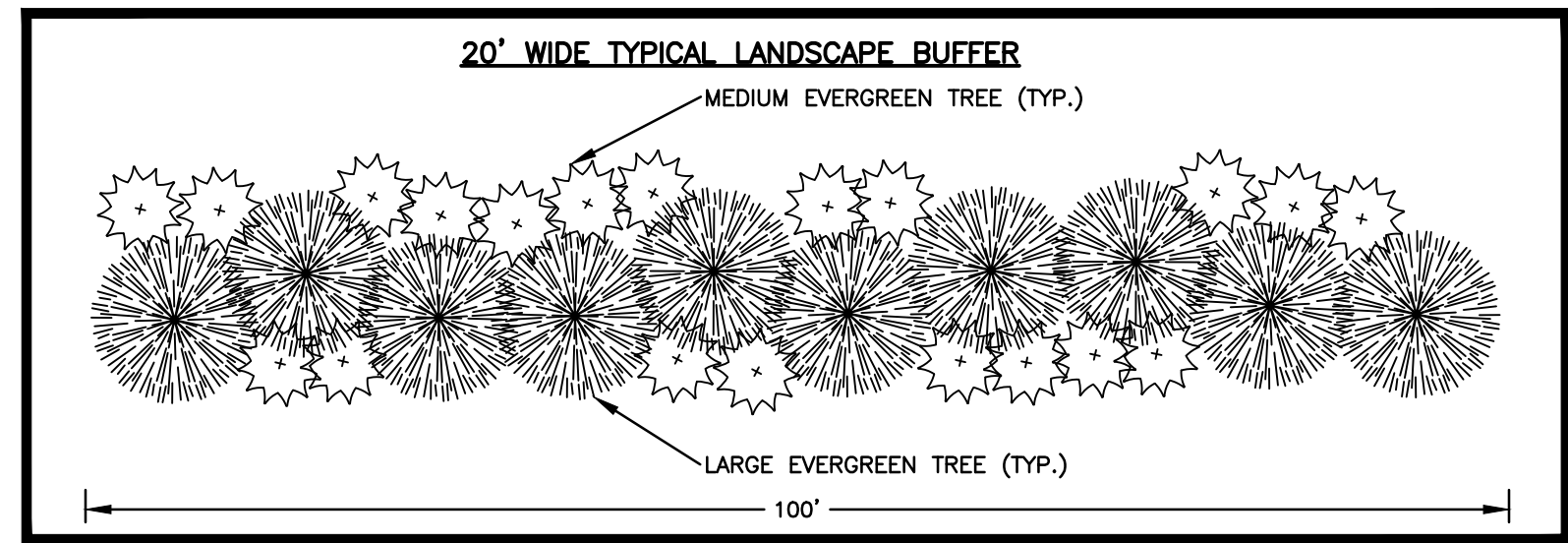
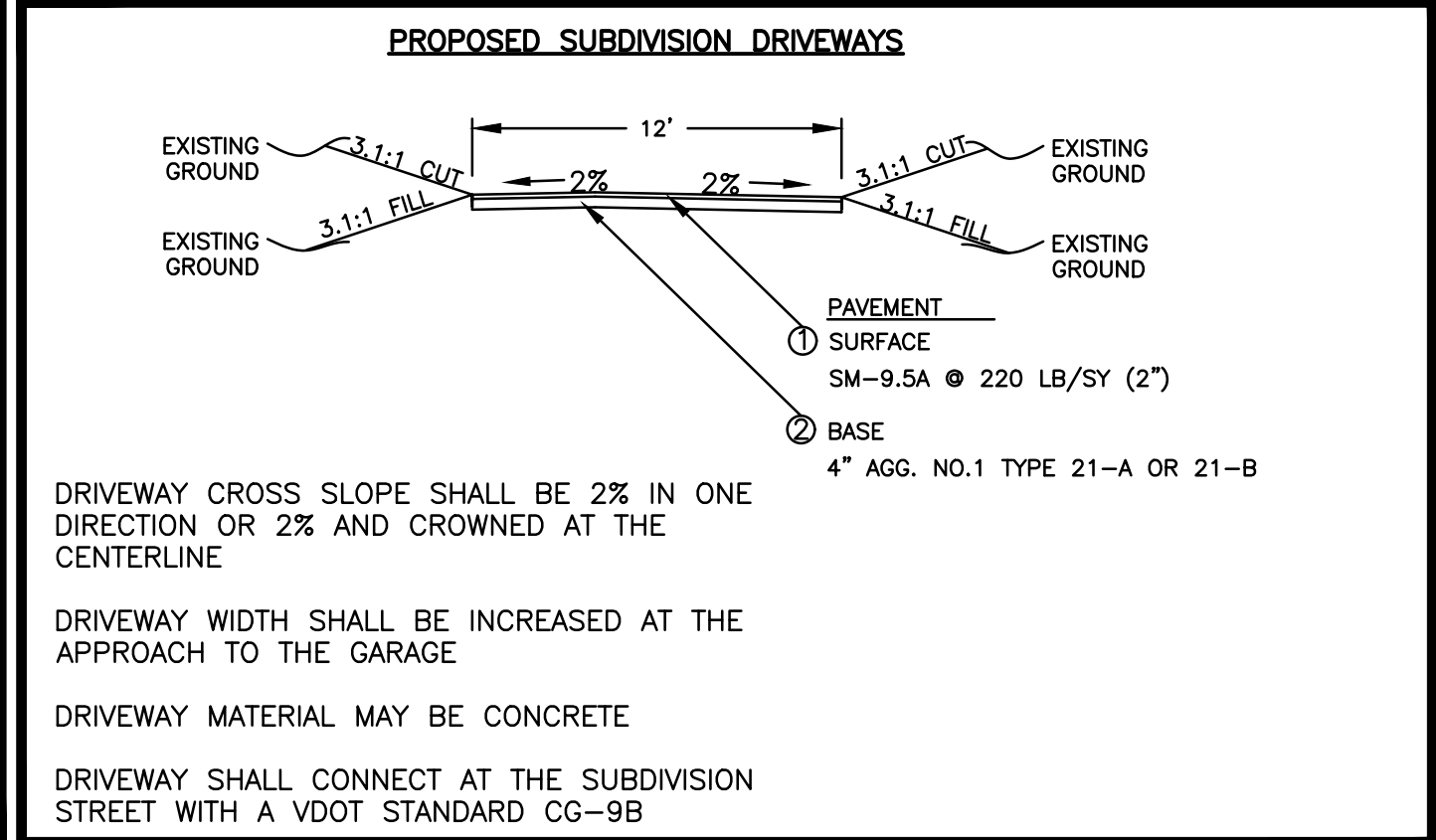
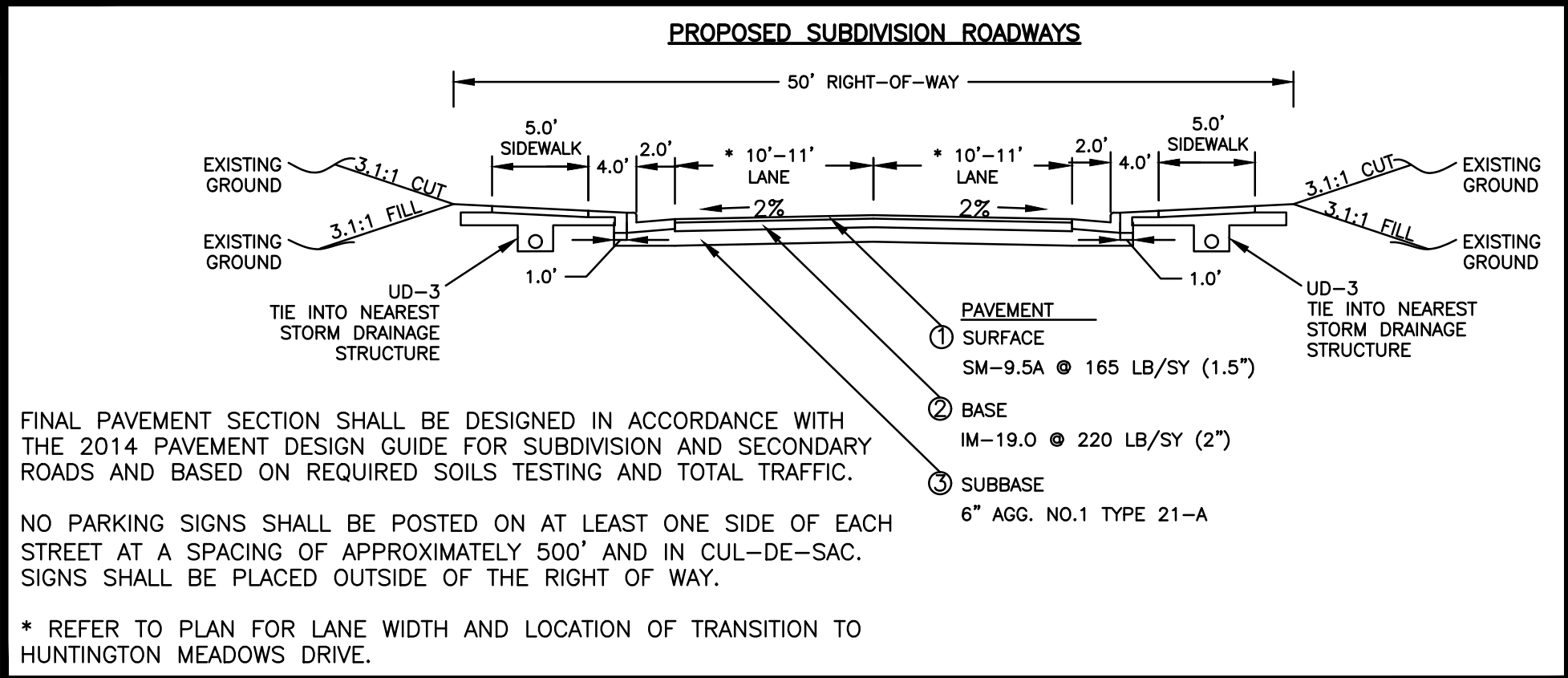
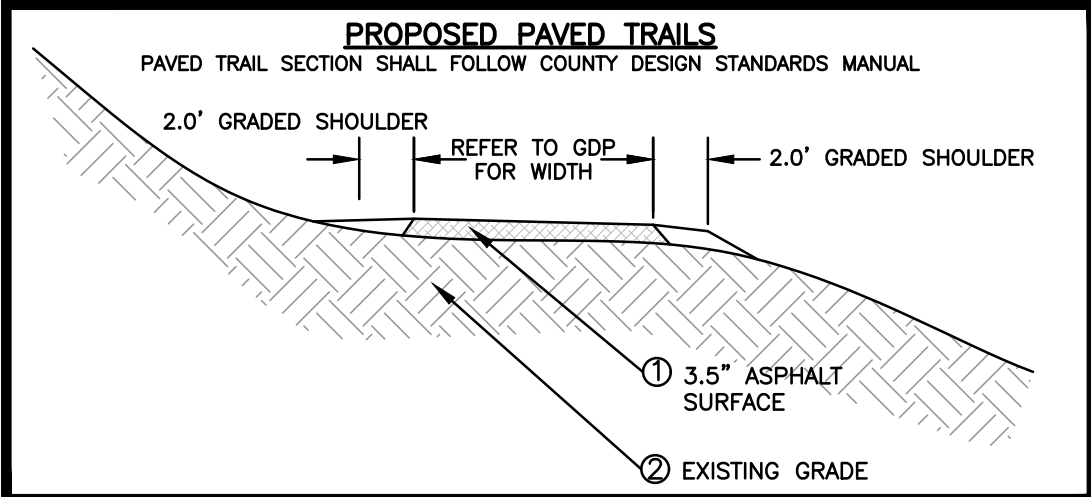
- OVERALL PROPERTY BOUNDARY
- PROPOSED LOT BOUNDARY
- CONTOUR
- SETBACK
- PROPOSED CONCRETE
- PROPOSED PAVEMENT

EXISTING	PROPOSED
8" W	8" W
8" S	8" S
WATER	WATER
SEWER	SEWER
SANITARY MANHOLE	SANITARY MANHOLE
WATER VALVE	WATER VALVE
FIRE HYDRANT	FIRE HYDRANT
UTILITY POLE	UTILITY POLE

20' WIDE LANDSCAPE BUFFER
FOLLOWING THE
TRANSITIONAL SCREENING 1
STANDARD IN THE COUNTY
DESIGN STANDARDS MANUAL.
REFER TO TYPICAL
LANDSCAPING DETAIL ON
SHEET 4. EXISTING
VEGETATION MEETING THE
TRANSITIONAL SCREENING 1
STANDARD SHALL BE
PRESERVED IN LIEU OF
REMOVING AND REPLANTING



APPROVAL

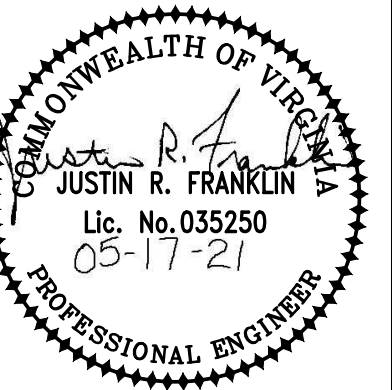


Civil Engineering
Land Planning

1005 Mahone Street
Fredericksburg, VA 22401
(540) 899-3700

DETAILS

SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA



DATE : 02-18-20
DESIGNED: JRF
DRAWN : JRF
CHECKED : JDF

REVISIONS:	10-19-20
03-16-20	12-17-20
04-01-20	01-06-21
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08-28-20	05-17-21

DOCUMENT NO.
470-1008

4 SHEET 4
OF

EXHIBIT B

Banks Lane Condemnation

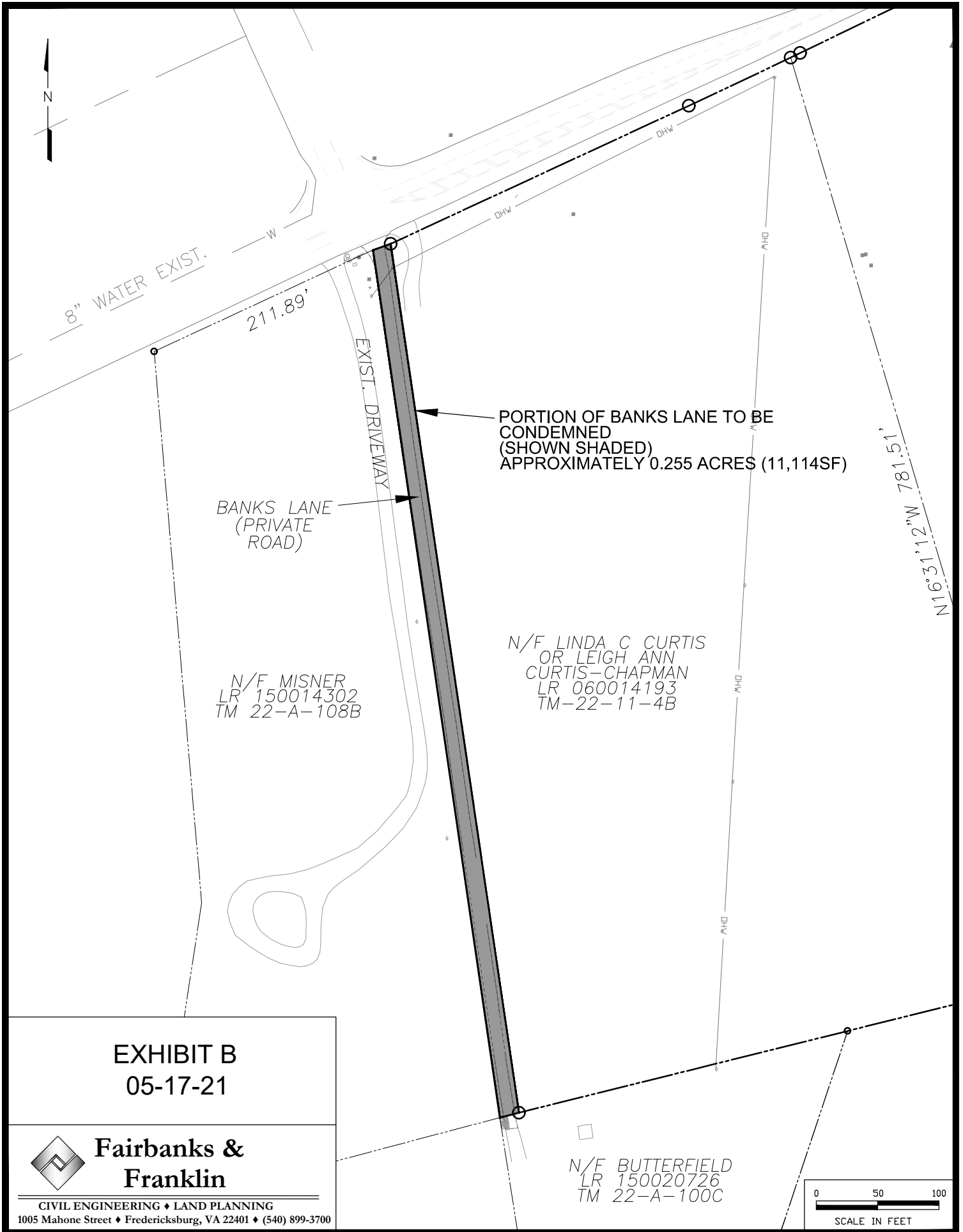


EXHIBIT B
05-17-21



**Fairbanks &
Franklin**

CIVIL ENGINEERING ♦ LAND PLANNING
1005 Mahone Street ♦ Fredericksburg, VA 22401 ♦ (540) 899-3700

Exhibit C

“Tot Lot”



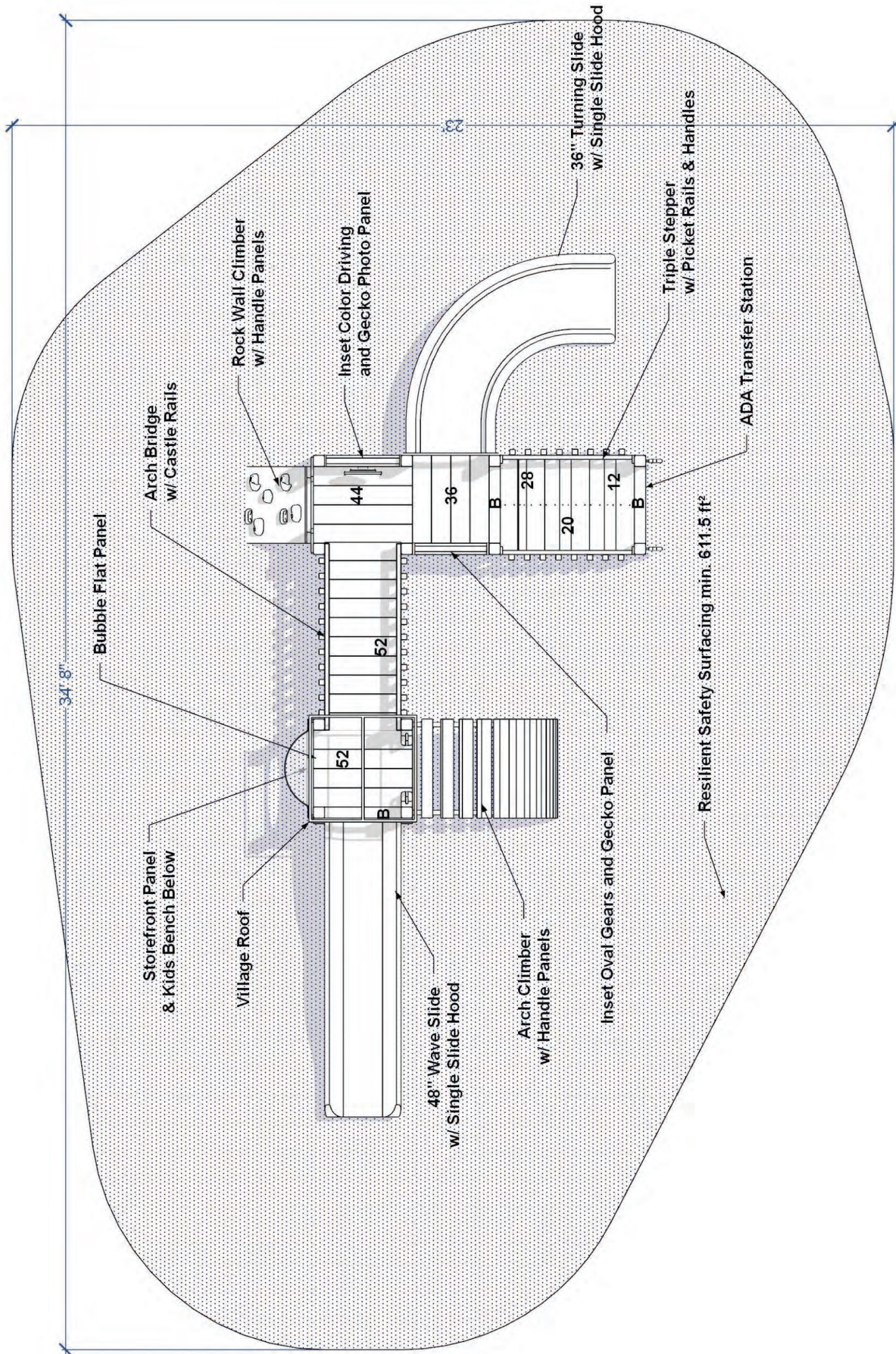


Exhibit D

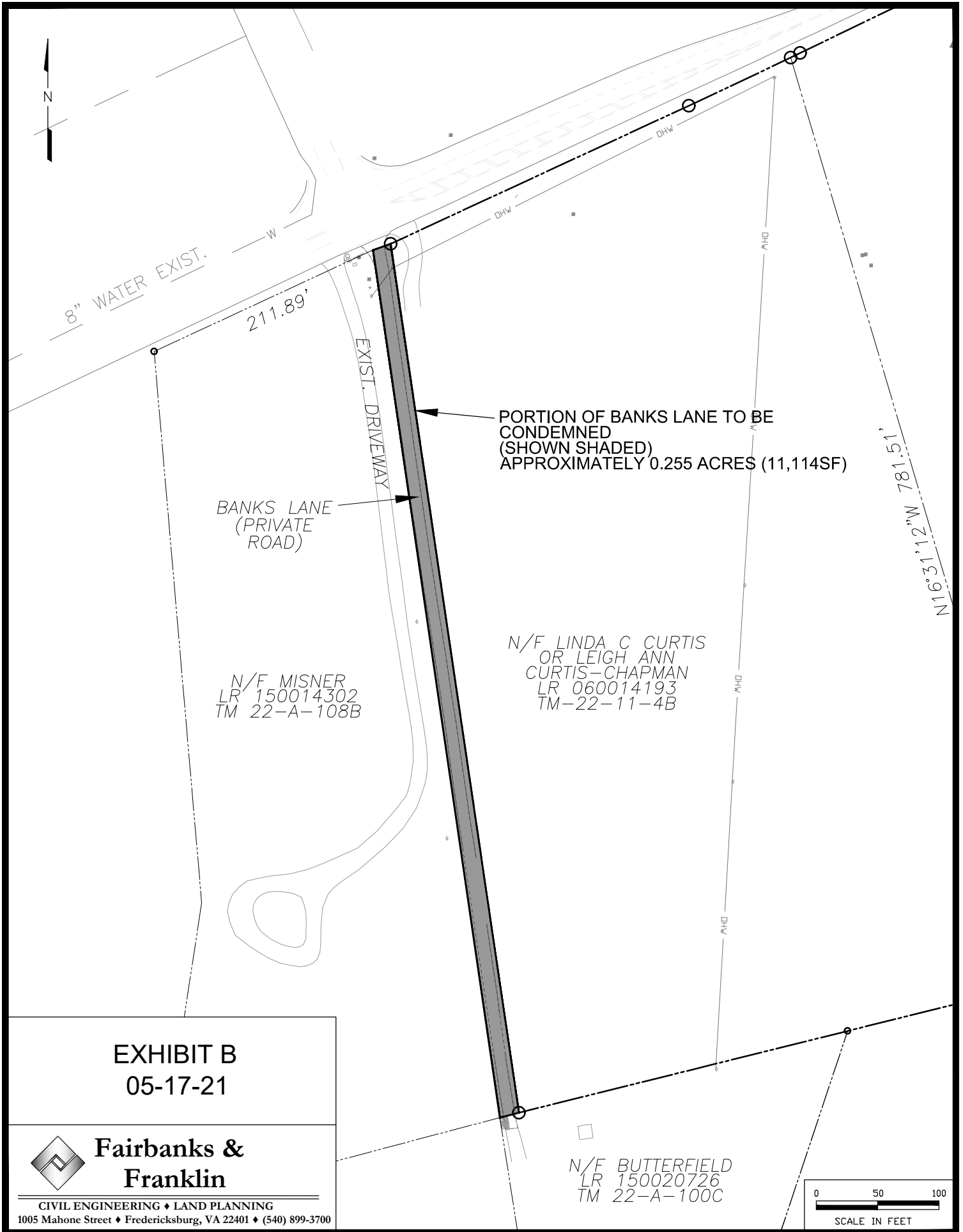
“Agreement”

13660426.1 045478.00005

EXHIBIT C

“Necessary Property”

13660418.1 045478.00005



REZONING APPLICATION



Spotsylvania County Planning Department

**Merchants Square Office Building
9019 Old Battlefield Boulevard, Suite 320
Spotsylvania, Virginia 22553**

**Phone (540) 507-7434
www.spotsylvania.va.us**

UPDATED: 06/07/2019

REZONING APPLICATION PACKET

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OVERVIEW OF THE REZONING PROCESS

The Rezoning Process involves analysis of the layout of the site and adjoining sites to assess the compatibility of the intended use with the adjacent and nearby land uses and whether the Rezoning is consistent with the Comprehensive Plan. The process includes review of the Rezoning Application by planning staff along with appropriate County departments, State and Federal agencies. Planning staff will report their findings and make recommendations to the Planning Commission and the Board of Supervisors at public hearings. In accordance with Section 23-4.2.1 of the Zoning Ordinance, planning staff arranges for public hearing notices to appear in the local newspaper twice prior to each public hearing and sends notices to each adjacent landowner. The Board of Supervisors votes on the rezoning request. The Rezoning Process typically takes between four (4) and twelve (12) months, depending on the type of request and issues involved.

THE REZONING PROCESS

STEP 1: PRE-APPLICATION MEETING

A Pre-application Meeting is required prior to the submission of a Rezoning Application. Contact the Planning Department to schedule a Pre-application Meeting. The purpose of the meeting is to help identify early in the process those issues that should be addressed by the Application. Staff will determine the level of detail required for review of the Application in accordance with the minimum submission standards included in this packet. Please provide the following information with the request:

- parcel identification number or address of the property;
- size of the parcel(s);
- existing zoning; and
- proposed zoning.

During the meeting, you will be asked to provide a brief overview of the proposal; then staff will assist you in identifying those components of the Comprehensive Plan that are relevant to the Application. Staff will also determine which submission requirements are necessary to evaluate your request and staff may also suggest additional items.

The Pre-application Meeting is an opportunity for the Applicant/Engineer to seek assistance from planning staff and other review agencies on matters related to the Application. Review the contents of the Application packet prior to the meeting, and if necessary, prepare a list of questions for staff. Contact the Planning Department (540) 507-7434 to schedule a Pre-application Meeting prior to submitting a Rezoning Application.

Please bring informational items to the conference, but this is not required. Such information may include a Generalized Development Plan (GDP), topographic maps, architectural renderings, or any of the items described in the minimum submission requirement section of this packet.

STEP 1A: COMMUNITY MEETING

The County encourages that applicants host a community meeting prior to submission. See "Spotsylvania County Community Meeting Recommended Guidelines" on the County's Planning webpage: www.spotsylvania.va.us.

STEP 2: INITIAL APPLICATION SUBMISSION

Complete all required items listed in the Basic Submission Requirements. Submit these items along with the appropriate fees to the Community Development Intake Counter at: **9019 Old Battlefield Boulevard, Spotsylvania, VA 22553.**

Basic Submission Requirements

The term "Basic Submission" is used to describe the minimum graphic and Narrative information necessary to review an Application for Rezoning. Additional submission information is preliminarily identified at the Pre-Application Conference and confirmed after the submittal. However, the Planning Department or other review agencies may seek additional information after the submittal. The omission of any of the Basic Submission materials or any of the additional information may result in the case being determined incomplete. **Each**

application shall (i) identify the expected impacts of a rezoning or proffer amendment , (ii) propose mitigation strategies addressing the impacts, and (iii) demonstrate how the proposed mitigation is consistent with state law.

The following items must be submitted as part of the Application:

- **Standard Application Form** (signed, 1 copy)
- **Special Power of Attorney Affidavit** (if needed, 1 copy)
- **If Applicant is not the Owner, attach documentation of notarized Owner's consent**
- **Adjacent Property List** (1 copy)
At the Pre-application meeting, a planner will assist you in compiling a list of all property adjoining, abutting or across the street from the property.
- **Fees** (See pg. 21 or the current Unified Fee Schedule)
- **General Warranty Deed** (1 copy)
- **Accurate Plat** (may be combined with the GDP, 1 copy)
- **Generalized Development Plan-Narrative** (1 copy & digital format)
- **Generalized Development Plan-Graphic** (5 folded copies & digital format)
- **Fiscal Impact Analysis** (1 copy & digital format) (if needed)
- **Draft Proffer Statement** or statement of intent to submit (1 copy & digital format)
- **Architectural Renderings** (if needed)
- **Traffic Impact Study** (5 copies & digital format & appropriate fee)
- **Conceptual Stormwater Management Plan**

A. Submission Requirements:

1. Applications shall be submitted for electronic review with the submission of a paper application, a CD that contains a full application and all of the supporting application materials in PDF format along with 5 full size GDP sets (24x36) and a 11x17 paper plan set.
2. Place an approval block in the same place on each page of the GDP.

STEP 3: QUALITY CONTROL

A case planner will be assigned to the case. The case planner will be the contact with the County throughout the Rezoning Process and the case planner will review the submission package for completeness within ten (10) working days of submission of an Application. Omissions in the submission package, including items identified in the Pre-application Conference, may result in the Application being determined incomplete. A letter identifying all incomplete items and revisions will be sent to the Applicant. Further processing of the Application will cease pending submission of the requested items. Once the case planner has determined the Application complete, the Application will be sent for staff review.

STEP 4: STAFF REVIEW AND COMMENT

After the Application is determined complete, staff will transmit the Application to the relevant review agencies. During this time, the review agencies will perform a substantive analysis of the Application and will provide comments on issues identified during their review. The Applicant/Engineer will have a chance to address issues

raised during the review process in a technical review meeting.

STEP 5: PROFFERS, SCHEDULING AND POSTING

Proffers:

If an applicant desires to proffer conditions, then either the proffers or a statement of intent to submit proffers shall accompany the Rezoning Application. All proposed proffers shall be submitted in writing in a format acceptable to the Planning Director. Proffers shall be clear and succinct and shall be separated into independently enumerated paragraphs, each of which addresses no more than one (1) aspect of the development and use of the property. Any proffered generalized development plans, architectural elevations, and other graphic representations or sample materials shall accompany the proffer statement and shall be clearly identified and incorporated by reference in the text of the proffers.

Any modified or revised proposed proffers shall be accompanied by comparative drafts highlighting the changes made in such modification or revision.

Any proffers shall be approved as to form by the County Attorney. Proffered conditions presented to the Planning Commission or Board of Supervisors must be signed by the record owner of the subject property, or an agent with power of attorney authorized to sign the proffered conditions, and notarized. The Planning Commission hearing on a rezoning application shall not be scheduled without these signatures on the proffer statement.

Additional amendments to the proffered conditions shall be submitted not less than fourteen (14) days prior to the scheduled Planning Commission public hearing unless the public hearing is postponed.

Scheduling:

Rezoning cases will not be scheduled for a public hearing before the Planning Commission until the proffers have been approved as to form by the County Attorney. Planning staff will schedule the case for the next available Planning Commission public hearing, arrange for public notices in the local newspaper in accordance with the Code of VA., and will send notification of the hearing to property owners within 3,000 feet of the proposal.

Posting:

Fifteen (15) days prior to the public hearing date, the Applicant must post notices on the property indicating an upcoming public hearing and identifying the appropriate case number for the pending Application. The Planning Department will provide the public notice signs. General posting instructions are included in this packet (See Posting of Public Notice Signs). Parcel specific instructions for posting the property will be handled by the case planner. Once the signs are posted, a notarized Sign Posting Affidavit must be submitted to the Planning Department. The signs are to be returned to the Planning Department within ten (10) days of the Board of Supervisors decision.

STEP 6: PLANNING DEPARTMENT REPORT AND RECOMMENDATION

The case planner will prepare the staff report and recommendation. The staff report and recommendations will be forwarded to the Applicant when the Planning Commission packets are delivered to the members of the Commission.

STEP 7: PLANNING COMMISSION PUBLIC HEARING

At the public hearing, the case planner will provide an overview of the Application and present the staff report and recommendation. The Applicant will then be given ten (10) minutes to speak on behalf of the Application and to answer questions from the Planning Commission. Following the Applicant's presentation, the public hearing will be opened and citizens desiring to comment on the proposal are invited to speak. The Planning Commission may make their recommendation to the Board of Supervisors at the initial public hearing meeting or defer action on the proposal in accordance with Zoning Ordinance Section 23-4.6.7. If the applicant wishes to amend proffered conditions once the public hearing has begun the Planning Commission shall continue consideration of the rezoning to a future meeting and the amended proffers, shall be submitted not less than fourteen (14) days prior to that meeting date.

STEP 8: SUBMISSION OF THE GDP FOR THE BOARD OF SUPERVISORS HEARING

Once the Planning Commission has acted on the Application, the Applicant must submit the GDP and color renderings on a disk in PDF format. After the public hearing before the Planning Commission, the Applicant may submit any additional proffers or modifications to the submitted proffers to address issues identified in the staff report considered or discussed by the Planning Commission at the public hearing.

The Board of Supervisors public hearing shall be scheduled once the proffered conditions are approved to form by the County Attorney. Additional amendments to the proffered conditions shall be submitted not less than fourteen (14) days prior to the scheduled Board of Supervisors public hearing unless the public hearing is postponed. If the applicant wishes to amend proffered conditions once the public hearing has begun, the Board of Supervisors shall continue consideration of the rezoning to a future meeting and the amended proffers shall be submitted not less than fourteen (14) days prior to that meeting date. All proffers shall be approved as to form by the County Attorney. All modified or revised proffers shall be accompanied by comparative drafts highlighting the changes made in such modification or revision.

STEP 9: BOARD OF SUPERVISORS PUBLIC HEARING

The Applicant will be responsible for ensuring that the signs are posted at the property at least fifteen (15) days prior to the public hearing and that a notarized Sign Posting Affidavit is submitted to the Planning Department. The Board hearing presentations are conducted in the same manner as the Planning Commission. Board actions may occur in accordance with Section 23.4.6.8 of the Zoning Ordinance.

GENERALIZED DEVELOPMENT PLAN (GDP) NARRATIVE

The Zoning Ordinance requires both graphic and written information which addresses part of the basic submission Narrative to include a written description of the relationship of the proposal to the relevant components of the Comprehensive Plan or other materially relevant issues to be reviewed for its consistency in each Application. **Each application shall (i) identify the expected impacts of a rezoning or proffer amendment, (ii) propose mitigation strategies addressing the impacts, and (iii) demonstrate how the proposed mitigation is consistent with the Code of Virginia.**

GENERALIZED DEVELOPMENT PLAN (GDP)

The processing of an Application for a rezoning involves analysis of the layout of the site and adjoining sites to assess the compatibility of the intended use with the adjacent and nearby land uses. The staff must review the design of the site and the existing and proposed site features. The Rezoning Generalized Development Plan (GDP) is a schematic plan developed in accordance with the Spotsylvania County Zoning Ordinance and the associated Design Standards Manual.

If the proposed rezoning has an existing structure and the proposed activity will be conducted within the structure, a GDP may not be required. Planning staff will outline the specific requirements at the Pre-application Conference.

GRAPHIC SUBMISSIONS:

Parcel Information

An accurate plan of the property prepared by a certified Land Surveyor or licensed Civil Engineer and containing the following:

- Vicinity map at one (1) inch equals two thousand (2000) feet.
- Owner and project name.
- Property lines with bearings and distances and existing and proposed zoning district lines.

- Area of land proposed for consideration, in square feet or acres.
- Scale, scale graphic and north arrow.
- Names of boundary roads or streets and width of existing rights of way.
- Easements and encumbrances, if applicable.

Generalized Development Plan Graphic

The graphic portion of the rezoning GDP submission shall be prepared with a scale of not less than one (1) inch equals fifty (50) feet and a sheet size not to exceed twenty-four (24) inches by thirty-six (36) inches. Reasonable exceptions to the scale and sheet size will be made on a case by case basis. If prepared on more than one (1) sheet, match lines shall be clearly indicated where the sheets join. All sheets shall be folded to a size not greater than nine (9) inches by twelve (12) inches.

The GDP shall depict existing conditions and proposed features. A checklist is provided on page 11 that outlines the basic GDP requirements. These required items are also listed in Section 23-4.6.2 of the Zoning Ordinance. In addition to the Basic Submission Requirements for the GDP, additional information may be required as discussed at the Pre-application meeting.

**Spotsylvania County
Rezoning Application
Generalized Development Plan
Graphic Review Checklist**

Case Number: _____ Project Name: Saddle Creek

NOTE: THIS CHECKLIST IS USED BY STAFF TO DETERMINE COMPLIANCE WITH COUNTY CODE, SEC. 23-4.6.2. IT IS PROVIDED TO PROFESSIONAL PLAN PREPARERS FOR INFORMATIONAL PURPOSES.

At a minimum, the generalized development plan (GDP) shall include the following information unless the submission requirements have been waived or modified by the Planning Director due to the scope and nature of the proposed project:

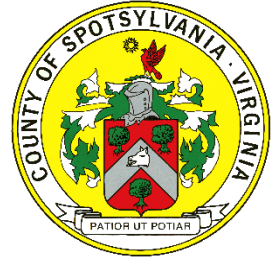
- X 1. Generalized Development Plan Title Sheet(s) to include:
- X (a) A title block denoting the type of application, name of project tax map reference, voting district, and street address;
- X (b) An approval block located along the right side of the title sheet and each subsequent sheet of the generalized development plan;
- X (c) The name, address and phone number of the owner and applicant;
- X (d) The name, address, phone number, signature and registration number of the plan preparer, and the preparation date of the plan;
- X (e) Vicinity map, 1" = 2,000, a north arrow scale, and scale graphic;
- X (f) Generalized development plan index;
- X (g) A Site data summary table providing at minimum:
- X (1) tax map reference;
- X (2) project area size including total, and disturbed acreage;
- X (3) existing and proposed zoning designation(s);
- X (4) a table with computations showing existing by-right unit potential, proposed unit yield by residential unit type and densities and/or gross and net floor areas of nonresidential structures where applicable;
- X (5) identification of any overlay districts within project limits;

- X (6) existing use and types of proposes uses;
- X (7) building height, number of floors, and setbacks of all existing and proposed buildings, structures and other improvements;
- X (8) a table with computations showing trip generation with land use code reference;
- X (9) acknowledgement of any known historic building, archaeological features, or historic districts;
- X (10) acknowledgement of any known places of burial;
- X (11) acknowledgement of any floodplains, resource protection areas, wetlands, steep slopes, dam break inundation zones, onsite;
- X (12) parking, including tabulation of required parking and spaces proposed.
- X (h) A table with computations estimating the lot coverage ratio and impervious surface ratio;
- X 2. The identification of and distance to all major intersections within one-half mile of the proposed development;
- X 3. The boundary of the entire parcel with courses and distances;
- X 4. Any existing or proposed parcel lines, easements or right-of-way within the subject parcel(s);
- X 5. The present zoning and principal use of the subject parcel and all contiguous properties;
- X 6. Graphic depiction of the boundaries of any overlay zoning districts described in Article 6 of Chapter 23;
- X 7. Graphic depiction of the general locations, approximate dimensions, height, number of floors and setbacks of all existing and proposed buildings, structures, accessory structures (including outdoor lighting, fences, bike racks, walls or hedges, trash receptacles), signs, landscaping and buffers, stormwater management facilities and other improvements;
- X 8. The boundaries of any water bodies, USGS perennial streams, floodplain, resource protection areas, watershed, wetlands (if any), steep slopes;
- X 9. A generalized landscape plan showing existing vegetation, proposed clearing limits and indicating the location, and types of vegetation to be installed under the landscaping and bufferyard requirements of Article 5, Division 5 of Chapter 23, and the general location and material descriptions of any other proposed screens, bufferyards or landscaping;
- X 10. The location and dimensions of existing and proposed parking and loading are and

any other impervious surfaces, such as driveways, streets (and names), cement sidewalks and playing surfaces;

- X 11. The location and description of all points of access including all proposed interparcel connections;
- X 12. The estimated daily vehicular trips generated by the proposed development on each road segment shown on the plan;
- X 13. The location and dimensions of on-site pedestrian walkways or bicycle paths and any connection to adjacent property;
- X 14. The location and dimensions of existing water and sewer mains serving the site of the proposed development, points of connection to public water and sewer and/or location of wells and septic systems and reserve drainfields;
- X 15. Topographic contour lines at two foot intervals for the existing site;
- X 16. The location and dimensions of the on-site and off-site facilities for the retention or detention of stormwater;
- X 17. The size, location and boundaries of any common open spaces, recreation areas and recreation facilities, including a tabulation of usable openspace in accordance with the open space definition in Sect.23-2.1.4. Definitions;
- X 18. For large-scale, phased developments, identification of the location and timing of each phase of the development;
- NA 19. Graphic depiction of any known historic building, archaeological features, or historic districts;
- NA 20. Graphic depiction of any known places of burial and easements for cemetery access in accordance with the Code of Virginia § 57-27.1, as amended;
- X 21. A description of the methods proposed to control erosion, sedimentation and stormwater runoff; and;
- X 22. A description of the persons to be responsible for future maintenance of all roads, easements, parks, playgrounds, stormwater and drainage facilities and other common areas;
- X 23. Signature and seal of professional person certifying the plan.

County of Spotsylvania
Department of Planning
9019 Old Battlefield Blvd, Suite 320
Spotsylvania, Virginia 22553
Phone: (540) 507-7434



Pre-Application Meeting Request

Property Owner(s): Linda C Curtis or Leigh Ann Curtis-Chapman

Developer/Applicant: Rappahannock Development Group

Phone #: 540-656-2415 Cell # 540-273-7498 *Email: chris.hornung@gordg.com

Tax Map#: 22-A-103 Existing Zoning: R-1 Proposed Zoning: PDH-3 Disturbed Zoning: 32.0 Parcel Acreage: 48.42

Parcel Address: 6020 Harrison Road, Fredericksburg, VA 22407

Type of Application
(Rezoning, Special Use, Site Plan): Rezoning to PDH-3

Existing Public Water: ☒ Yes ☐ No Existing Public Sewer: ☒ Yes ☐ No

Are there active permits under review with the County or have there been any prior approvals? ☐ Yes ☒ No

If yes, list: _____

Brief description of proposed development:

103- unit single-family detached residential subdivision

Signature of Applicant:  Date: 06-17-2020

***Please submit the completed request form with a general development plan or concept plan to Shannon Fennell, at sfennell@spotsylvania.va.us, to be scheduled on the next available Technical Review Committee (TRC) Agenda**

VOLUNTARY PROFFER STATEMENT RECOMMENDED FORMAT

VOLUNTARY PROFFER STATEMENT

Rezoning case file number

Applicant's name
Applicant's address

Project name
Tax parcel number(s)
Address, if available

Date, with date of all revisions

I. General Information

Include an introductory statement that includes the rezoning request, current zoning classification, acreage, uses, and other relevant general detail. State that the development of the property shall be in conformance with the proffered conditions. If the rezoning includes a residential component, state that the proffers offered are in compliance with the Code of Virginia 15.2-2303.4. If a Generalized Development Plan or other graphics are proffered, they should also be referenced in this paragraph.

II. Next Heading

- A. Detail proffer.**
- B. Detail proffer.**
 - 1) Further detail.**
 - 2) Further detail.**

III. Next Heading

- A. Detail proffer.**
- B. Detail proffer.**

Applicant makes these proffers voluntarily, in support of their Rezoning Application.

Original signature Date
Type full name and title

Notary statement, signature, and Date

Format guidelines:

- Proffers that supersede a previous proffer statement accepted under a different rezoning should include the previous case number in the heading after the current case number, clearly identifying that the current proffer statement supersedes the previous one.
- Each number or letter under a heading should apply to no more than one condition or detail of a condition.

In accordance with Sec. 23-4.6.3(b)(2), all modified or revised proffers shall be accompanied by comparative drafts highlighting the changes made in such modification or revision.



**REZONING
APPLICATION**
(Please type or
print)

Date: _____	Case: _____	07/01/2019
110-0000-316-16-08 (395)	Mailing	\$ _____
110-0000-316-16-08 (395)	Planning	\$ _____
110-0000-316-16-10 (334)	GIS	\$ 190.00
260-0000-313-03-45	Zoning	\$ 605.00
260-0000-318-99-14	Intake	\$ 65.00
	Process Fee	
	Total Filing Fee:	_____

Rappahannock Development Group

Applicant's Name

1016 Charles Street

Applicant's Address

Fredericksburg, VA 22401

City, State, Zip Code

chris.hornung@gordg.com

Applicant's E-mail Address

540-656-2415

Applicant's Telephone No.

Charles W Payne

Agent's Name (Point of Contact for Application)

725 Jackson Street

Agent's Address

Fredericksburg, VA 22401

City, State, Zip Code

cpayne@hirschlerlaw.com

Agent's E-mail Address

540-604-2108

Agent's Telephone No.

Property Owner Information:

Linda C Curtis or Leigh Ann Curtis-Chapman

Name

6020 Harrison Road, Fredericksburg, VA 22407-

Address

City, State, Zip Code

11513 Piedmont Drive

Telephone No.

Parcel Location:

1,600' southwest of intersection of Harrison Road and Piedmont Drive

Tax Map Parcel Number:

22-A-103, 22-11-4B, 22-11-5

Acreage:

48.42

Current Zoning:

R-1

Acreage in Request:

48.42

Proposed Zoning:

PDH-3

Overlay District:

None

Proposed Use:

103 unit single-family residential subdivision

**If Applicant is not the owner, attach
documentation of owner's consent**

To: The Board of Supervisors of Spotsylvania County, Virginia. The above named Applicant(s) hereby petition(s) for the approval indicated above for the described property and as shown on the attached materials made a part of this Application.

I hereby certify by my signature below that I am the owner of record of the named property or that I am authorized to act on behalf of all the owners of record of the named property to execute this application. I further certify that all information I have provided thereon is complete and accurate. I agree on behalf of myself and all owners to conform to the Zoning Ordinance, Subdivision Ordinance, Virginia Uniform Statewide Building Code, Erosion Ordinance, Chesapeake Bay Preservation Ordinance, the Water and Sewer Construction Specifications of Spotsylvania County, and all other applicable laws and regulations of this jurisdiction.

Signature of Owner (or Agent with POA*)

06-17-2020

Date

Sean Haynes

Print Name

Signature of Owner (or Agent with POA*)

Date

Print Name

*I have read this Application, understand its intent and freely consent to its filing. Furthermore, I have the power to authorize and hereby grant permission for Spotsylvania County Officials and other authorized government agents on official business to enter the property to process this Application.

Voting District: _____ Census Tract: _____ Traffic Analysis Zone: _____
(To be completed by the Planning Department after submission)

SPECIAL POWER OF ATTORNEY AFFIDAVIT

COMMONWEALTH OF VIRGINIA COUNTY OF SPOTSYLVANIA

This 17th day of March, 2020, I, Linda C Curtis and Leigh Ann Curtis-Chapman, the owner of T.M. 22-A-103, 22-11-4A, & 22-11-5 (describe land by tax map number) make, constitute, and appoint Sean A. Haynes, Manager, Rappahannock Development Group, LLC, my true and lawful attorney-in-fact, and in my name, place and stead giving unto said Sean A. Haynes full power and authority to do and perform all acts and make all representation necessary, without any limitation whatsoever, to make Application for said Rezoning Application. This includes the authority to execute and amend proffers and to sign the Notice of Conditional Zoning.

The right, powers, and authority of said attorney-in-fact herein granted shall commence and be in full force and effect on March 30, 2020, and shall remain in full force and effect thereafter until actual notice, by certified mail, return receipt requested is received by the Planning Department of Spotsylvania County stating that the terms of this power have been revoked or modified.

Given under our hands this 25 day of March, 2020.

Linda C. Curtis & Leigh Ann Curtis-Chapman
Owner/Contract Purchaser/Authorized Agent (Circle One)

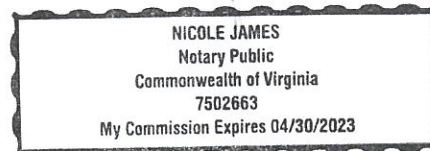
COMMONWEALTH OF Virginia
CITY/COUNTY OF Spotsylvania, to wit:

The foregoing instrument was acknowledged before me by Linda C Curtis and Leigh Ann Curtis-Chapman, the Owner of said property, this 25th day of March, 2020.

My commission expires: 04/30/2023

Nicole James Notary Public

7502663 Registration Number



OFFICE USE ONLY

File/Case Number : _____ Date Accepted: _____, 20____

ADJACENT PARCEL LIST

The following are the properties either abutting, adjoining, or across the street from the property subject to this Rezoning Application (please print or type parcel number):

MAP #

See attached list

Abutting Properties for 22-A-103, 22-11-5, and 22-11-4B

22J-6-13
22J-6-12
22J-6-11
22J-6-10
22J-6-9
22J-6-8
22-A-105
22-A-131B
22J-3-67
22J-3-68
22J-3-69
22J-3-70
22J-3-71
22J-3-72
22J-3-73
22J-3-74
22J-3-75
22J-3-76
22J-3-77
22J-3-78
22J-3-79
22J-3-80
22J-2-47
22J-2-48
22J-2-49
22J-2-50
22J-2-51
22J-2-52
22J-2-53
22J-2-54
22J-2-55
23-A-56A
22J-6-A
22J-6-14
22J-6-15
22J-6-16
22J-6-17
22J-6-18
22-A-160A
22-A-160D
22F-1-37
22F-1-B
22F-2-38R
22F-2-39
22F-2-40

22F-2-41
22F-2-42
22F-2-43
22F-2-44
22F-2-45
22P-1-1
22P-1-10
22-A-108B
22-A-100A
22-A-100C
22-A-100D
22-A-100E
22K-10-41
22K-10-42
22K-10-43
22K-10-44
22K-10-45
22K-10-46
22K-10-47
22K-10-48
22K-10-49
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22K-10-53
22K-10-54
22K-10-55

12436761.1 043681.00005

SPOTSYLVANIA COUNTY REZONING APPLICATION
NOTARIZED CERTIFICATION OF MAILING

Re: **Notice of a Community Meeting for a Rezoning Application for "Piedmont Hills"**
(the "Project")

I hereby certify that on May 29, 2020, I, on behalf of Rappahannock Development Group, LLC (Applicant), mailed notice letters for the Project by 1st class postage to all property owners, Homeowner's Associations, Planning Commission members and Board of Supervisors reflected on the attached mailing list, which was provided by the Spotsylvania County Planning Department.

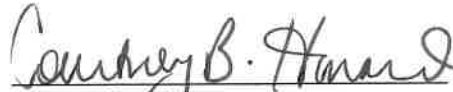


Name: Kathryn Lynn Nix-Khurshid
Position: Paralegal

COMMONWEALTH OF VIRGINIA,
CITY OF FREDERICKSBURG, to wit:

I, the undersigned, a Notary Public in and for the City/County and State aforesaid, do hereby certify that Kathryn Lynn Nix-Khurshid, has personally acknowledged the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this 8 day of June, 2020.

 [Seal]
Notary Public

Print Name: Courtney B. Howard
My Commission Expires: 5-31-2024
Registration No.: 349801



12395972.1 043681.00005

POSTING OF PUBLIC NOTICE SIGNS

Public notice signs must be posted at least fifteen (15) days prior to the public hearing.

Sign(s) required for posting must be obtained from the Planning Department. At least one (1) sign is required for all properties. Additional signs are required for property that abuts more than one (1) public street and property with more than two hundred (200) feet of road frontage. Properties without public street frontage are required to post at least one (1) sign on the property and at least one (1) sign along a nearby street.

Signs shall be posted to ensure greatest public visibility in accordance with the following:

- Signs shall be posted adjacent to the street right-of-way abutting the site, no more than ten (10) feet from the edge of the right-of-way.
- Signs shall be posted for optimum visibility for traffic traveling on the public road.
- Properties with more than one (1) street frontage shall be posted with at least one (1) sign along each street.
- Properties with more than (200) feet of street frontage shall be posted with one (1) sign for each (200) feet of frontage, spaced at least (200) feet apart.
- If a property has no road frontage, the Planning Department will determine the number and location of signs to be posted. At least one (1) sign will be required to be posted on the actual property, and at least one (1) sign will be required to be posted along a nearby street, with a note giving distance and direction to the property.

After posting the property, the Applicant must return the notarized Sign Posting Affidavit to the Planning Department within three (3) days of the date of posting. Failure to notify the Planning Department within three (3) days shall result in the case being removed from public hearing.

Until the public hearing, the Applicant must maintain all signs posted in good condition. If a sign is damaged or destroyed, a replacement sign must be secured from the Planning Department and posted as soon as practical.

If a property is not posted at least fifteen (15) days prior to the hearing, if it is improperly posted, if damaged or destroyed signs are not replaced, if a notarized Sign Posting Affidavit is not filed with the Planning Department within three (3) days of posting, or if other inconsistencies with Section 23-4.2.1 of the Zoning Ordinance occur; the public hearing may be deferred for reasons of improper public notice. If deferred, the property will have to be reposted in accordance with these instructions. The Applicant should also note that improper public notice may be grounds for invalidating an approved Application after approval has been granted.

Signs must be removed within ten (10) days after Board of Supervisors action and returned to the Planning Department.

SIGN POSTING AFFIDAVIT

I, _____, hereby certify that on the _____ day of _____, 20____, a sign(s) stating that zoning action was pending on the property described below was/were posted on the property and that the sign(s) was/were easily visible from all public streets and public ways abutting the property.

Property Description:

Given under my hand this _____ day of _____, 20_____.

Applicant / Agent

COMMONWEALTH OF _____
CITY/COUNTY OF _____, to wit:

The foregoing instrument was acknowledged before me by _____,
the Owner of said property, this _____ day of _____, 20_____.

My commission expires:

Notary Public

Registration Number

Return From To:
Spotsylvania County Planning Department
9019 Old Battlefield Blvd., Suite 320
Spotsylvania, VA 22553

Attn: _____

Case# _____

OFFICE USE ONLY

File/Case Number _____ Date Accepted _____, 20_____

Application No.: _____

Date Received: _____

STEP 1- CALCULATE THE PLANNING FEE:



Rezoning

Base Fee	\$	11,650.00
# of acres > 10 distrb <u>22</u> X \$45.00	\$	<u>990.00</u>
	\$	12,640.00



Rezoning GDP and Proffer Amendment

Fee	\$	7,175.00
	\$	<u> </u>



Rezoning Proffer Amendment – Text Only

Fee	\$	4,180.00
	\$	<u> </u>

STEP 2- COMPLETE APPLICATION WORKSHEET:

260-0000-318-99-14	Intake Processing Fee	\$	65.00
110-0000-316-16-08 (395)	Mailing Fee**:	\$	82.50
110-0000-316-16-08 (395)	Planning Fee:	\$	12,640.00
110-0000-316-16-10 (334)	GIS Fee:	\$	*190.00
260-0000-313-03-45	Zoning Fee:	\$	<u>605.00</u>

APPLICATION TOTAL:	\$	<u>13,582.50</u>
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Mailing Fee = (3 project parcels + 72 adjacent parcels) x \$0.55 x 2 = \$82.50

*GIS fee not applied to Applications that do not require a Generalized Development Plan (GDP)

**Equation: (# project parcels + # of adjacent parcels) x 1st class postage x 2 meetings = \$Mailing Fee

Refunds (Planning) – All refunds must be requested in writing to the Planning Director. Refunds will be issued in the following circumstances: 95% of Planning fees if application is withdrawn within two (2) business days of submission; 80% of Planning fees if application is withdrawn during the initial review period (time varies depending on application type); 40% of Planning fees if application is withdrawn within ten (10) business days after initial review comments are issued.

GENERALIZED DEVELOPMENT PLAN - NARRATIVE

Applicant: Rappahannock Development Group, LLC
1016 Charles Street, Fredericksburg, VA 22401

Owners: Linda C. Curtis & Leigh Ann Curtis-Chapman

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: “Saddle Creek” (“Project”)

Property: Spotsylvania County Tax Parcels 22-A-103, 22-11-4B & 22-11-5,
consisting of approximately 48.42 acres, known as 11513 Piedmont Drive
(collectively, the “Property”)

Date: May 28, 2021

GDP: “Saddle Creek Generalized Development Plan for Rezoning –
Spotsylvania County, Virginia,” prepared by Fairbanks & Franklin, dated
February 18, 2020, last revised May 17, 2021, attached hereto as Exhibit
A (“GDP”)

Rezoning Request: From R-1 to PDH-3

Rezoning File No.: R20-0008

1. Project Overview

The Applicant proposes rezoning the Property from the Residential 1 District (“R-1”) to the Planned Development Housing 3 District (“PDH-3”). 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 in relevant part 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.” The PDH-3 district allows three (3) dwelling units per acre and requires a minimum of thirty (30) percent of the gross area be reserved as open space.

The purpose of the proposed rezoning is to allow a residential development consisting of one-hundred one (101) new single-family detached dwelling units, all as generally shown on the GDP and the Project Rendering provided as Exhibit B. The PDH-3 district includes single-family detached dwellings as a permitted use. The proposed development has a density of 2.13 dwelling units per acre, which is below the maximum density for the PDH-3 sub-district of three (3) dwelling units per acre. The GDP reflects approximately 21.98 acres of open space, which accounts for 45.39% of the Property. This exceeds the 30% open space minimum required for

the PDH-3 district. The open space will be used for active and passive recreation, buffering, stormwater facilities and preservation of natural areas.

As described in more detail below under Section 3 of this narrative, the Applicant's proposal conforms to the policies established by the County's Comprehensive Plan dated November 14, 2013, as last updated May 22, 2018 (the "Comp Plan"). Furthermore, the proposal will result in minimal impacts on public facilities and services, and impacts, if any, related to roads, schools, fire rescue and parks will be offset through improvements and cash proffers. In this regard, we have included with this application (as discussed in more detail below) a fiscal impact analysis prepared by MuniCap, Inc., which is titled "Saddle Creek – Spotsylvania County, Virginia – Fiscal Impact Analysis," dated June 17, 2020, attached hereto as Exhibit C ("Fiscal Impact Analysis"). The Fiscal Impact Analysis, as described in more detail below, provides that the Project will generate (onsite and offsite) positive net tax benefits of \$109,445 annually at full buildout.

Following a March 4, 2020, project scoping meeting with County and VDOT officials, a transportation impact analysis has been prepared by Ramey-Kemp & Associates using inputs approved by VDOT and the County. The analysis, titled "Saddle Creek – Traffic Impact Analysis (TIA) Spotsylvania County, Virginia" and dated June 2, 2020, is attached hereto and marked as Exhibit D, and described in more detail below ("Traffic Study").

As described in more detail below under Sections 2.1 and 5.5 below, the Applicant has revised its original entrance design on Sheet 3 of the GDP to line up the project entrance with Chancellor Park Drive. The Applicant is proffering to construct this entrance and improve the existing private Banks Lane to a public street subject to Spotsylvania County condemning the existing Banks Lane property for public street purposes. A revised Traffic Impact Analysis for this revised entrance location entitled "Saddle Creek – Traffic Impact Analysis (TIA) Spotsylvania County, Virginia" and dated August 13, 2020 ("Banks Lane Entrance TIA") is attached hereto and marked as Exhibit D1.

2. Project Location

The Project will be developed on three (3) parcels of land, totaling approximately 48.42 acres. The Project is situated in the Chancellor magisterial district and the Salem voting district. The Project is also located along Piedmont Drive, approximately 1,600 feet southwest of the intersection of Piedmont Drive and Harrison Road. The Property is surrounded by single-family detached residential subdivisions. Across Piedmont Drive from the Property to the north is a single-family detached subdivision known as "Jackson Meadows." To the south of the Project is a single-family detached subdivision known as "Huntington Meadows." To the east of the Project are two single-family detached subdivisions, "Dominion Green" and "Battlefield Green." West of the Project are approximately 7 single-family homes off of Banks Lane that range in size from 1.00 acres to 3.49 acres.

As shown in Table 1 below, the Project's proposed density of 2.13 units per acre is lower than the existing density of surrounding single-family residential subdivisions, which average 2.63 units per acre. These existing subdivisions are all non-conforming R-1 residential subdivisions. Prior to 2002, the R-1 zoning district permitted residential development up to 2 units per acre and in many cases, higher densities were permitted. In 2002, the R-1 district was modified to

reduce by-right density to 1 unit per 2 acres. Therefore, the Property requires rezoning to achieve a similar density as surrounding development. The Applicant is requesting a rezoning of the Property to PDH-3, which will allow it to be developed consistent with the Comprehensive Plan and surrounding land uses.

Table 1. Density Comparison with Surrounding Subdivisions

Subdivision Name	# of Units	Acreage	Units/Ac.
Battlefield Green	144	46.8	3.08
Dominion Green	28	12.3	2.28
Huntington Meadows	61	26.7	2.28
Jackson Meadows	66	27.7	2.38
Total	299	113.5	2.63
Saddle Creek	103	48.4	2.13

Table 2 includes the existing family subdivision on Banks Lane in the average density calculations. The Project density (2.13 units per acre) is still lower than the average density (2.42 units per acre) when this subdivision is included in the calculations.

Table 2. Density Comparison with Surrounding Subdivisions Including Banks Lane

Subdivision Name	# of Units	Acreage	Units/Ac.
Battlefield Green	144	46.8	3.08
Dominion Green	28	12.3	2.28
Huntington Meadows	61	26.7	2.28
Banks Lane	10	14.01	0.71
Jackson Meadows	66	27.7	2.38
Total	309	127.51	2.42
Saddle Creek	103	48.4	2.13

Given all of the above, 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 Comprehensive Plan (as described below) and the purpose of the PDH-3 district which is to provide low density detached, single-family dwelling units at a density of 3 units or less per acre.

2.1 Site Access

Primary access to the Project site will be provided via Piedmont Drive at Chancellor Park Drive/Banks Lane, with secondary access to Huntington Meadows Lane as shown on the GDP, in accordance with County interparcel connection requirements. The Applicant is also proposing to construct a left turn lane into the Property on Piedmont Drive to mitigate the impacts of the

development such that it does not have a negative impact on the area transportation network, in accordance with the recommendations of the Banks Lane Entrance TIA.

The Applicant has come to verbal understanding with the property owners on Banks Lane to reconstruct Banks Lane as a public street and reconnect the existing private Banks Lane to the public street at the southern end of the property, as shown on Sheet 3 of the GDP. Doing so will reduce the ongoing maintenance costs of the private road for Banks Lane residents and will allow for safer public access to the homes on Banks Lane. Based upon a thorough review of title documents for the property and surrounding properties (see letter from Network Title Inc. attached as Exhibit E), Banks Lane exists within a 15' gap that was excluded from the past off-conveyances that created the subject property and surrounding properties. The last known owner of record for this property was William Ficklen White in 1883.

During meetings with Spotsylvania County transportation personnel, the proposed modified entrance was determined to be preferred over the original entrance location proposed on the prior GDP draft. However, the Applicant cannot improve Banks Lane and dedicate it as a public street as envisioned in the revised GDP without the County condemning the 15' strip for public street purposes. Therefore, the GDP, GDP Narrative, and Proffer statement have all been revised to show the public street improvement of Banks Lane as the primary access for the Project.

The connection to Huntington Meadows Lane will be made through an existing right-of-way stub left during the development of Huntington Meadows for the purpose of a future extension to the Property. The interparcel access will provide an additional access point to Piedmont Drive, Chancellor Park Drive, and Harrison Road for residents in Huntington Meadows. The final design of all site access locations will be coordinated with Spotsylvania County and the Virginia Department of Transportation.

2.2 Environmental Characteristics

The Project has been carefully designed to minimize impacts to the natural topography and mature vegetation located on the Property. Prior to preparation of the GDP, TNT Environmental performed a wetland delineation for the Property, which has been confirmed by the U.S. Army Corps of Engineers (See Exhibit F "Wetland Delineation Report"). TNT Environmental identified a total of 2,119 linear feet of perennial waters of the U.S. and 1,181 linear feet of intermittent waters of the U.S. within the Property. In addition, the Property contains 0.56 acres of palustrine wetlands.

Table 3. TNT Environmental Inventory – Saddle Creek

WETLAND AND WATERS OF THE U.S.	TOTAL
PERENNIAL WATERS OF THE U.S. (R3)	2,119 LINEAR FEET (22,983 SF)
INTERMITTENT WATERS OF THE U.S. (R4)	1,181 LINEAR FEET (6,925 SF)
PALUSTRINE OPEN WATERS (POW)	6,336 SF (0.15 AC.)
PALUSTRINE EMERGENT WETLANDS (PEM)	12,923 SF (0.30 AC.)
PALUSTRINE FORESTED WETLANDS (PFO)	4,754 SF (0.11 AC.)

The layout provided in the GDP will result in less than 300 linear feet of impacts to intermittent waters of the U.S. and less than 0.1 acres of impacts to palustrine wetlands.

2.3 Cultural and Historic Resources

Dutton + Associates, LLC (D+A) completed a cultural resources assessment of the Property dated June 2020 entitled “Cultural Resource Desktop Review of the +/- 19.2 Hectare (+/- 47.6-acre) Saddle Creek Project Area,” which is attached hereto and marked as Exhibit G. The assessment report concluded that “given the lack of strong topographic and environmental predictors for the presence of cultural resources and the lack of mapped data for occupation and use of the property prior to the twentieth century, the overall potential for cultural resources to be present within the project area is considered to be low.”

3. Planning and Zoning

3.1 Zoning District and Ordinance

The Project Property is currently zoned Residential 1 (R-1). The surrounding parcels are also zoned R-1. The Property lies within the Primary Development Boundary and currently has access to water and sewer. Thus, by-right the Property could yield thirty-two (32) single-family detached dwelling units.

3.2 Comprehensive Plan Analysis

The Property is located within the County’s Primary Development Boundary (“PDB”), which is the area within the County that is intended for growth and more intense development. The Comprehensive Plan states that public water and sewer will be provided to properties within the PDB. Thus, the proposed rezoning from R-1 to PDH-3 is consistent with the goal of focusing residential growth within the PDB, as well as the Property’s utilization of public utilities.

The County’s Comp Plan’s Future Land Use Map classifies the Property as part of the “Low Density Residential” designation. According to the Spotsylvania County Comprehensive Plan, the Low Density Residential category “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. This land use is appropriate within the Primary

Development Boundary.” As discussed above, the Project density of 2.13 units per acre is well below the maximum density recommended within the Low Density Residential category.

The County generally expects new residential developments to pay for themselves and demonstrate that they will not have a significant impact on existing County infrastructure and resources. The Applicant projects that homes within the Project will range between 2,000 and 2,500 square feet and sell for between \$360,000 and \$375,000. The Fiscal Impact Analysis, as described in more detail below, provides that the Project will generate (onsite and offsite) net tax benefits of \$4,861,179 over the 30-year period commencing after construction begins.

Spotsylvania County’s Comprehensive Plan provides several Residential Land Use Policies that are met by the Project. These include:

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.
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.
3. Residential infill development should maintain the neighborhood character established by the existing subdivisions.

The County’s Transportation Plan seeks to maintain an efficient transportation system using available and expected resources, while maintaining functional and effective transportation systems that keep pace with future growth. Policies include (1) maintaining acceptable levels of service on public roads; and (2) ensuring that new development does not degrade levels of service and mitigates its impact on the transportation network through ensuring connections within and between developments that offer alternative routing of traffic.

As further discussed under Section 5.5 below, the Project aligns with the County’s transportation goals, as it will not further degrade the current transportation level of services. Roads constructed within the Project will be public and the expected daily trips will not degrade the level of services at applicable intersections.

As expressed in more detail below under Section 2.1, the Project will improve connectivity between existing residential subdivisions and nearby public schools (Harrison Road Elementary, Chancellor Middle, and Chancellor High School) and includes the construction of a new sidewalk along the Property’s Piedmont Drive frontage and a crosswalk across Piedmont Drive, as shown on the GDP. The Applicant is proposing to construct a left turn lane into the Property on Piedmont Drive to mitigate the impacts of the development such that it does not have a negative impact on the area transportation network, in accordance with the recommendations of the Banks Lane Entrance TIA.

In summary, the Project: (i) is consistent with the land uses recommended in the Comprehensive Plan, (ii) is compatible with the existing uses in the area, specifically, the layout and density of the nearby subdivisions; (iii) will enhance the area’s housing stock while maintaining the area’s character; (iv) will provide interparcel vehicular and pedestrian connections for new and existing County residents; and (v) is fiscally positive.

3.3 Community Meeting

As part of the Rezoning Application process, the Applicant reached out to property owners (total of 1,642) residing within 3,000 feet of the proposed Project site. Given the Covid-19 restrictions, the Applicant was unable to schedule an in-person community meeting, but instead provided both electronic and telephonic communication opportunities to said residents so they could express their concerns or comments. The Applicant included County staff in email responses to those citizens. There were a total of 26 responses from citizens who were mostly concerned about traffic and school impacts in the area. As a result of these comments, the Applicant realigned the Project entrance as described in Section 2.1 above, and added a right turn taper into the Project on Piedmont Drive. The Applicant is proposing school cash proffers to offset the Project's impact on Chancellor Middle School as described in Section 8 below.

4. Construction

Applicant anticipates close collaboration with Spotsylvania County during the permitting process to identify and manage environmental conditions and design criteria specific to the Project. Through the permitting process, Applicant will implement all required mitigation measures and Best Management Practices (BMPs) as determined by Spotsylvania County and regulatory agencies.

Should the County approve this rezoning request, construction is anticipated to begin in the last quarter of 2020 or beginning of 2021. The Applicant anticipates that all lots will be constructed within four to five years of any rezoning approval, subject to market conditions.

4.1 Site Preparation

The Property has an existing residential dwelling and multiple agricultural buildings, which will be removed prior to construction. The rest of the site is currently undeveloped pasture land. Construction of the Project would begin with installation of erosion and sediment controls, and clearing and grading within the limits of construction. Construction access to the Property will include a stone construction entrance on Piedmont Drive to minimize dirt and other construction debris being tracked onto local roads.

4.2 Construction Workforce

The Applicant's goal is to retain local onsite workforce, which will consist of various skilled trades, supervisory personnel, support personnel, and construction management personnel.

Pursuant to the Fiscal Impact Analysis, the Project is anticipated to generate an estimated 86 new jobs during the construction phase, \$3,401,875 in new labor wages, and a total construction economic impact of \$10,977,933.

5. Public Facilities

5.1 Fire and Rescue

The proposal will have minimal impact on the County's fire and rescue facilities. The Property is located within the Fire and Rescue Station 6 District, and is approximately 1.8 mile drive from that station. The Property is also located 3.6 miles from Fire & Rescue Station 10. The proposed roadway connection to Huntington Meadows Drive will improve fire and rescue access to the Huntington Meadows and Surry Woods subdivisions. Cash proffers for public safety facilities to offset the impact of the Project are computed in the Proffer Analysis and included in the Proffer Statement.

5.2 Schools

The Property is located in the Battlefield Elementary, Chancellor Middle and Chancellor High school districts. The County's most recently adopted Capital Improvement Plan does not include any construction projects specific to these schools.

Based on Spotsylvania County's January 2020 Student Generation Rate of 0.572 (combined elementary, middle and high school) students per dwelling unit (for single-family detached), the Project's 101 dwelling units will generate a net of 41 school-age children above the by-right (i.e., 101 units less 32 by-right units = 71 units evaluated) units at full build out. The 41 school-age children are anticipated to be distributed as follows: 19 elementary students, 9 middle school students, and 13 high school students.

In 2019, Spotsylvania County Public Schools commissioned a study to report historical and projected school enrollment numbers through the 2024–2025 school year. In general, the study projected total school district enrollment to increase by 500 students, or 2.1% between 2019–2020 and 2024–2025. The current and projected school enrollment and building capacity for the three schools impacted by the Project are listed in Table 4. The calculations in Table 4 show that among the school districts serving the Property, only Chancellor Middle School is projected to have insufficient capacity for students generated by the Project. However, this deficit is not reflected in Countywide Middle School enrollment numbers, as shown in Table 5. Nonetheless, the Applicant is proposing a cash proffer to offset the impact of nine (9) additional students at Chancellor Middle School, as summarized in Section 8 below.

Table 4. Current & Projected District School Enrollment

School Year	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Battlefield Elementary						
Projected Enrollment	675	696	705	700	705	720
Building Capacity	833	833	833	833	833	833
Seats Available	158	137	128	133	128	113
Proposed Saddle Creek Students*	0	0	0	8	16	19
Chancellor Middle School						
Projected Enrollment	866	870	876	869	863	854
Building Capacity	857	857	857	857	857	857
Seats Available	-9	-13	-19	-12	-6	3
Proposed Saddle Creek Students*	0	0	0	4	8	9
Chancellor High School						
Projected Enrollment	1317	1347	1417	1433	1402	1404
Building Capacity	1427	1427	1427	1427	1427	1427
Seats Available	110	80	10	-6	25	23
Proposed Saddle Creek Students*	0	0	0	6	11	13

*net new students resulting from proposed rezoning request

Table 5. Current & Projected Countywide School Enrollment

School Year	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Northern Region Elementary						
Projected Enrollment	2099	2136	2154	2165	2188	2209
Building Capacity	2584	2584	2584	2584	2584	2584
Seats Available	485	448	430	419	396	375
Proposed Saddle Creek Students*	0	0	0	8	16	19
Countywide Middle School						
Projected Enrollment	5705	5735	5667	5613	5597	5546
Building Capacity	6031	6031	6031	6031	6031	6031
Seats Available	326	296	364	418	434	485
Proposed Saddle Creek Students*	0	0	0	4	8	9
Countywide Region High School						
Projected Enrollment	7638	7741	7945	8100	8022	8076
Building Capacity	8518	8518	8518	8518	8518	8518
Seats Available	880	777	573	418	496	442
Proposed Saddle Creek Students*	0	0	0	6	11	13

*net new students resulting from proposed rezoning request

The County's 2013 Comprehensive Plan, as last updated, states, "To address school specific capacity concerns, the Spotsylvania County Public Schools have identified realigned attendance zones and targeted renovation and expansion projects to address capacity issues that exist." Therefore, no cash proffers for school facilities are required for the Project.

5.3 Parks, Buffers and Open Space

Approximately 45.39% of the Property will be maintained as open space. The open space will include a tot lot, a low impact nature trail, transitional buffers, stormwater facilities and preservation of natural areas. While not required by County Code, the Applicant is proposing a 20-foot vegetated buffer between the Project and existing single-family residential lots in Huntington Meadows and along Banks Lane.

The Property is located approximately half a mile from Harrison Road Park and one mile from Loriella Park. Cash proffers for parks and recreation facilities to offset the impact of the Project are computed in the Proffer Analysis and included in the Proffer Statement.

All buffers, landscaping, and setbacks will be as generally provided on the GDP and will conform to the applicable Zoning Ordinance requirements.

The Applicant, pursuant to the enclosed proffer statement, has proffered cash to mitigate impacts to County park facilities.

5.4 Water & Sewer

The Property will be served by a waterline connection between the existing 8" waterline along Piedmont Drive and the existing 8" waterline at the end of Huntington Meadows Lane. The Project proposes to connect to the existing 8" sanitary sewer running on the northeast side of the Property. There are no capacity issues with these existing water and sewer facilities.

5.5 Transportation

Access to the Property will be provided by a new public street connecting Piedmont Drive, which is a two (2) lane public road classified as a major collector roadway, and Huntington Meadows Lane. The new street will improve the connectivity of the transportation network and provide a new vehicular and pedestrian link to adjoining subdivisions to form a cohesive residential area and alternative transportation and recreational opportunities.

Both the Traffic Study and the Banks Lane Entrance TIA project that the Project will generate 1,088 vehicle trips on a daily basis (544 enter/544 exit), including 79 vehicle trips during the AM peak hour and 106 vehicle trips during the PM peak hour. A VDOT 527 analysis was not required for the Project because the trip generation potential was below 5,000 daily trips. Both the Traffic Study and the Banks Lane Entrance TIA recommend the construction of a left turn lane into the Property on Piedmont Drive with a 150-foot turn lane and a 200-foot taper, as shown on the GDP. With this improvement, the new 4-legged intersection will operate at a level of service C during the AM peak hour and a level of service B during the PM peak hour.

5.6 *Stormwater Management*

Stormwater management will be achieved through the use of best management practices located regionally at drainage outfalls. All outfall locations will be analyzed to ensure the receiving channels are adequate and that the upstream stormwater management facilities detain the peak post development runoff in accordance with applicable state and County requirements. At buildout, the Project is expected to contain 12 acres of impervious cover, 22 acres of open space, and 14 acres of managed turf. The development will require a reduction of total phosphorus of approximately 14.5 pounds. This reduction will be managed in the proposed regional stormwater facilities.

6. **Housing**

The Project will enhance the County's stock of new, single-family detached dwelling units in this area of the County. With an anticipated average sales price between \$360,000 and \$375,000 per unit, and an average size of 2,200 square feet, the proposal meets market expectations for this area of the County and will enhance surrounding property values. We believe that all lots will be developed within four to five years of any rezoning approval (subject to market conditions).

7. **Fiscal Impact Analysis**

The Fiscal Impact Analysis (see Exhibit C) includes an analysis for revenue projections of the Project at full build-out, both for onsite development and off-site expenditures from residents of the Project (see Exhibit C, Table E). The total revenue generated from the Project was then compared with expected County costs to provide services to the residents of the proposed development (see Exhibit C, Table F).

For the 101 new homes at the site, the total real property tax resulting from the Project is estimated to be \$305,419 annually in current dollars. In addition, the personal property tax resulting from the Project is estimated to be \$126,833 annually in current dollars. The sum of all of the onsite tax revenues that could be expected to flow to the County from the Project annually after build-out is over \$445,427 each year in current dollars.

In addition to the onsite fiscal impact, the Project is estimated to generate \$87,581 in taxes off-site for the County annually after build-out and occupancy. As mentioned above, the Project would generate approximately 86 new jobs during the construction phase, resulting in about \$3,401,875 in employee earnings.

The Project is expected to result in 101 new households with an estimated 3.04 persons per household for a total of 313 people, with 59 school pupils. The total annual tax-supported cost of the Project is estimated to be \$423,563 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 \$109,445 in current dollars.

8. Proffers

An SB 549 Proffer Analysis for Saddle Creek prepared by Municap, Inc., dated June 17, 2020, and titled, “Saddle Creek – Spotsylvania County, VA – SB 549 Proffer Analysis,” is provided in Exhibit H. Exhibit I contains a proffer statement for the Project based on the Proffer Analysis.

In response to concerns raised about the Project’s impact on Chancellor Middle School, the Applicant is proposing a schools cash proffer of \$1,287.13 per residential unit for a total School Proffer of \$130,000.13.

EXHIBIT A

Generalized Development Plan

EXHIBIT B

Project Rendering

EXHIBIT C

Fiscal Impact Analysis

EXHIBIT D

Traffic Study

EXHIBIT D1

Banks Lane Entrance TIA

EXHIBIT E

Network Title, Inc. Letter

EXHIBIT F

Wetland Delineation Report

EXHIBIT G

Cultural Resources Assessment

EXHIBIT H

Proffer Analysis

EXHIBIT I

Proffer Statement

12427020.2 043681.00005

August 13, 2020

Mr. Leon Hughes, AICP
Spotsylvania County Planning
9019 Old Battlefield Boulevard
Suite 320
Spotsylvania, Virginia 22553
Phone: (540) 507-7220

Reference: **Saddle Creek** – Traffic Impact Analysis (TIA)
Spotsylvania County, Virginia

Dear Mr. Hughes,

Ramey Kemp & Associates, Inc. (RKA) has performed a Traffic Impact Analysis (TIA) for the proposed neighborhood with 103 single-family homes on the south side of Piedmont Drive between Chancellor Park Drive and Harrison Road – including two lots at the end of Scott Drive. The proposed access plan includes two connections to Banks Lane and cross-access to Huntington Meadows Lane in the existing neighborhood to the south. If approved, the proposed neighborhood is expected to be built-out by 2025. Figure 1 shows the site location and study intersections, and Figure 2 shows the preliminary site plan.

The purpose of this letter report is to provide the following:

- Trip generation calculations
- Evaluation of turn lane warrants for the intersection of Piedmont Drive at Chancellor Park Drive / Banks Lane
- Capacity and queueing analysis of the study intersections

Existing Roadway Conditions

Harrison Road is a four-lane Minor Arterial with a current average daily traffic (ADT) volume of approximately 17,000 vehicles per day (vpd), and a posted speed limit of 45 miles per hour (mph) in the vicinity of the site.

Piedmont Drive is a two-lane Major Collector with a current ADT volume of approximately 8,300 vpd and a posted speed limit of 40 mph.

Chancellor Park Drive is a three-lane Minor Collector with a current ADT volume of approximately 3,500 vpd and a posted speed limit of 25 mph.

Figure 3 shows the existing roadway laneage at the study intersections.

Existing Traffic Volumes

The AM peak hour (7:00 to 9:00 AM) and PM peak hour (4:00 to 6:00 PM) turning movement counts were conducted by Technical Traffic Services at the following intersections during the week of March 10:

- Harrison Road at Piedmont Drive
- Piedmont Drive at Chancellor Park Drive / Banks Lane

The traffic count data are enclosed, and the existing 2020 volumes are shown in Figure 4.

Background Traffic Growth

Based on historical ADT's and discussion with the County and VDOT, the 2020 peak hour traffic volumes were grown by an annual rate of 1.0% for five years to estimate the 2025 peak hour traffic volumes, which are shown in Figure 5.

Trip Generation

The trip generation potential of the proposed neighborhood during a typical weekday, AM peak hour, and PM peak hour was estimated using the methodologies published by the Institute of Transportation Engineers (ITE) *Trip Generation Manual – 10th Edition*. Table 1 summarizes the trip generation calculations.

Table 1
ITE Trip Generation – Weekday – 10th Edition

Land Use (ITE Land Use Code)	Size	Weekday Daily Traffic (vpd)		AM Peak Hour (vph)		PM Peak Hour (vph)	
		Enter	Exit	Enter	Exit	Enter	Exit
Single Family Detached Housing (210)	105 homes	544	544	19	60	67	39

The applicant is proposing to construct 103 single-family homes, but trip potential is based on 105 homes to be conservative.

Site Traffic Distribution

The following site trip distribution was applied based on a review of the existing traffic volumes, the adjacent roadway network, and engineering judgement:

- 60% to / from the east on Harrison Road
- 30% to / from the west on Harrison Road
- 10% to / from the south on Piedmont Drive

Based on discussion with the County and VDOT, it was agreed that a portion of the proposed neighborhood trips will use the cross-access to Huntington Meadows Lane to get to / from Leavells Road, and a portion of the existing neighborhood trips will use the cross-access to get to / from Piedmont Drive. This interaction will likely cancel out, so it was assumed that 100% of the proposed neighborhood trips will use Banks Lane.

Figure 6 shows the site trip distribution, Figure 7 shows the site trip assignment, and Figure 8 shows the projected 2025 build-out peak hour traffic volumes.

VDOT Turn Lane Warrant Analysis

The projected build-out AM and PM peak hour traffic volumes at the intersection of Piedmont Drive at Chancellor Park Drive / Banks Lane were compared to the turn lane warrants in the Virginia Department of Transportation (VDOT) *Access Management Design Standards for Entrances and Intersections*.

- A westbound left-turn lane on Piedmont Drive is warranted
- An eastbound right-turn lane or taper on Piedmont Drive are not warranted

The VDOT turn lane warrant diagrams are enclosed, and Figure 9 shows the recommended roadway laneage.

Traffic Capacity Analysis

Traffic capacity analysis for the study intersections was performed using Synchro 10, which is a comprehensive software package that allows the user to model signalized and unsignalized intersections to determine levels-of-service based on the thresholds specified in the Highway Capacity Manual (HCM) 6th Edition.

Table 2 summarizes the capacity analysis results for the signalized intersection of Harrison Road at Piedmont Drive, and the Synchro outputs are enclosed for reference.

Table 2
Level-of-Service Summary for Harrison Road at Piedmont Drive

CONDITION	LANE GROUP	AM PEAK HOUR				PM PEAK HOUR			
		Lane LOS	Lane Delay (sec)	Queue (ft)	Overall LOS (Delay)	Lane LOS	Lane Delay (sec)	Queue (ft)	Overall LOS (Delay)
Existing (2020) Traffic Conditions	EBL	E	62.3	96	B (16.9 sec)	D	46.2	82	B (11.9 sec)
	EBR	D	38.5	279		B	19.2	137	
	NBL	A	3.9	58		B	11.3	163	
	NBT	A	2.6	60		A	3.6	116	
	SBT	B	15.5	231		B	17.6	253	
	SBR	B	10.2	41		B	11.0	40	
No-Build (2025) Traffic Conditions	EBL	E	62.4	100	B (17.5 sec)	D	46.9	84	B (13.0 sec)
	EBR	D	38.5	295		B	19.5	148	
	NBL	A	4.0	62		B	14.1	199	
	NBT	A	2.7	65		A	3.7	124	
	SBT	B	16.9	256		B	19.4	274	
	SBR	B	11.1	45		B	12.1	43	
Build (2025) Traffic Conditions	EBL	E	63.1	103	C (20.6 sec)	D	49.0	95	B (14.5 sec)
	EBR	D	37.7	351		B	18.4	158	
	NBL	A	3.5	53		B	17.1	243	
	NBT	A	2.7	63		A	3.8	124	
	SBT	C	23.9	295		C	22.2	284	
	SBR	B	18.5	51		B	13.3	55	

Capacity analysis indicates that the intersection currently operates at LOS B during the AM and PM peak hours. Under no-build conditions, the intersection is expected to continue to operate at LOS B during the AM and PM peak hours. Under build conditions, the intersection is expected to operate at LOS C during the AM peak hour and LOS B during the PM peak hour. No improvements are warranted or recommended at this intersection due to the proposed neighborhood traffic.

Table 3 summarizes the capacity analysis results for the unsignalized intersection of Piedmont Drive at Chancellor Park Drive / Banks Lane, and the Synchro outputs are enclosed for reference.

Table 3
Level-of-Service Summary for Piedmont Drive at Chancellor Park Drive / Banks Lane

CONDITION	LANE GROUP	AM PEAK HOUR				PM PEAK HOUR			
		Lane LOS	Lane Delay (sec)	Queue (ft)	Overall LOS (Delay)	Lane LOS	Lane Delay (sec)	Queue (ft)	Overall LOS (Delay)
Existing (2020) Traffic Conditions	EBL ²	A	8.6	13	N/A ³	A	8.6	3	N/A ³
	EBT/R	-	-	-		-	-	-	
	WBL ²	A	8.3	0		A	7.9	0	
	WBT/R	-	-	-		-	-	-	
	NBL/T/R ¹	D	25.2	3		C	17.0	0	
	SBL ¹	E	47.5	75		C	24.6	33	
	SBT/R ¹	B	10.0	13		B	12.0	10	
No-Build (2025) Traffic Conditions	EBL ²	A	8.7	15	N/A ³	A	8.7	3	N/A ³
	EBT/R	-	-	-		-	-	-	
	WBL ²	A	8.4	0		A	7.9	0	
	WBT/R	-	-	-		-	-	-	
	NBL/T/R ¹	D	27.6	3		C	17.9	0	
	SBL ¹	F	60.4	95		D	27.3	38	
	SBT/R ¹	B	10.2	13		B	12.2	10	
Build (2025) Traffic Conditions	EBL ²	A	8.7	15	N/A ³	A	8.7	3	N/A ³
	EBT/R	-	-	-		-	-	-	
	WBL ²	A	8.5	3		A	8.1	5	
	WBT	-	-	-		-	-	-	
	WBR	-	-	-		-	-	-	
	NBL/T ¹	E	43.7	15		D	28.5	3	
	NBR ¹	C	12.2	10		B	10.3	5	
	SBL ¹	F	125.6	145		E	43.9	63	
	SBT/R ¹	B	10.2	15		B	12.3	10	

1. Level of service for minor approach

2. Level of service for major street left-turn movement

3. HCM methodology does not provide lane group or overall LOS, delay, and queue lengths for major street through movements or right turns at unsignalized intersections.

Capacity analysis indicates that the minor street left-turn movement currently operates with moderate delays (between 25 and 50 seconds) during the AM peak hour and with short delays (less than 25 seconds) during the PM peak hour. 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 continue 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. 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 Manual on Uniform Traffic Control Devices (MUTCD) traffic signal warrants.

The existing peak hour factor (PHF) at this intersection is 0.74 in the AM peak hour due to the schools on Chancellor Park Drive. Note that the southbound left-turn queue on Chancellor Park Drive is projected to be 145 feet (6 cars) during the AM peak hour and 63 feet (3 cars) during the PM peak hour at build-out of the proposed neighborhood.

Signal Warrant Analysis

Traffic signal warrants were evaluated for the intersection of Piedmont Drive at Chancellor Park Drive / Banks Lane. The traffic signal warrants are published by the Federal Highway Administration (FHWA) in the MUTCD, which includes the five traffic signal warrants:

- Warrant 1A – Eight-Hour Vehicular Volume – Minimum Vehicular Volume
- Warrant 1B – Eight-Hour Vehicular Volume – Interruption of Continuous Traffic
- Warrant 1C – Eight-Hour Vehicular Volume – Combination Warrant
- Warrant 2 – Four-Hour Vehicular Volume
- Warrant 3 – Peak-Hour Vehicular Volume

The projected hourly traffic volumes from 7:00 to 9:00 AM and 4:00 to 6:00 PM were compared to the MUTCD traffic signal warrant thresholds to determine if any warrants are met. The proposed neighborhood trips were assigned to the study intersection based on hourly distribution data for residential uses. The hourly site traffic assignment was combined with the background 2025 traffic volumes to determine the hourly build 2025 traffic volumes. Note that all right-turn volumes were excluded from this analysis to be conservative. The hourly traffic volume calculations are enclosed for reference.

Table 4 shows the projected hourly traffic volumes and a summary of the low-speed traffic signal warrants for the intersection of Piedmont Drive at Chancellor Park Drive / Banks Lane.

Table 4
Signal Warrant Analysis for Piedmont Drive at Chancellor Park Drive / Banks Lane

START TIME	VOLUMES		WARRANTS					
	MAJOR STREET (vph)	MINOR STREET (vph)	1A	1B	COMBINATION		2	3
					1A	1B		
7:00 AM	681	81	No	No	No	No	No	No
8:00 AM	558	50	No	No	No	No	No	No
4:00 PM	747	58	No	No	No	No	No	No
5:00 PM	837	81	No	No	No	Yes	No	No
Hours Required			8	8	8	8	4	1
Total Hours Met			0	0	0	1	0	0
Likely to Meet Warrant?			No	No	No		No	No

Based on the MUTCD low-speed thresholds, no signal warrants are expected to be met at build-out of the proposed neighborhood.

We appreciate your attention to this matter. Please contact me at (804) 217-8560 if you have any questions about this report.

Sincerely yours,
Ramey Kemp & Associates, Inc.



Carl Hultgren, P.E., PTOE
State Traffic Engineering Lead

Enclosures: Figures, Traffic count data, Synchro output, VDOT turn lane warrants, PC Warrant Output

Copy to: Mr. Kendall Martin, VDOT
Mr. Peter Hedrich, P.E., PTOE, VDOT
Mr. Chris Hornung, P.E., Rappahannock Development Group
Mr. Justin Franklin, P.E., Fairbanks & Franklin





Inset



LEGEND



Study Intersection



Site Boundary



Overview

Moving forward.



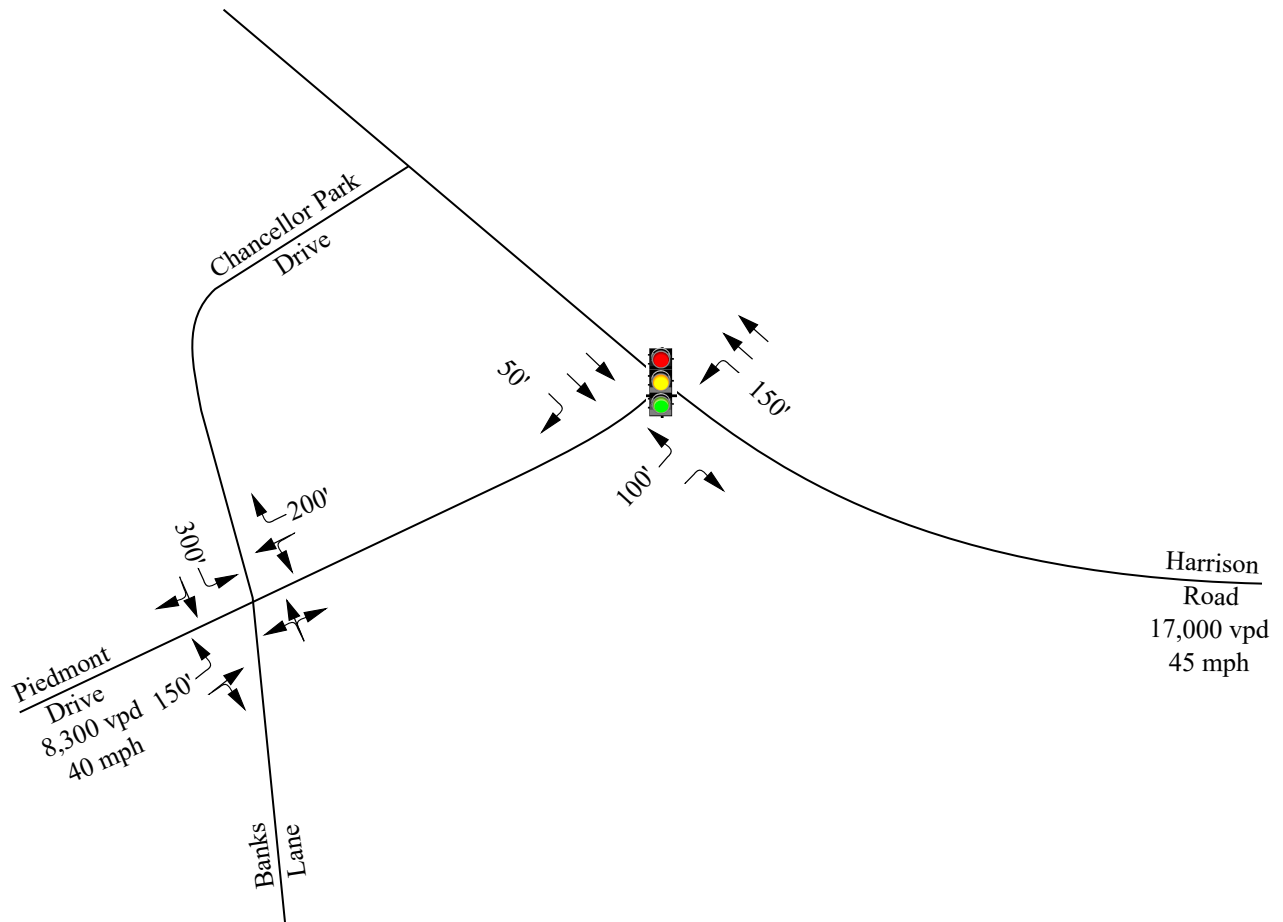
RAMEY KEMP ASSOCIATES

Saddle Creek
Spotsylvania County, Virginia

Site Location and Study
Intersections

Scale: Not to Scale

Figure 1



LEGEND



Existing Traffic Signal



Existing Lane

X'

Storage (In Feet)

Moving forward.



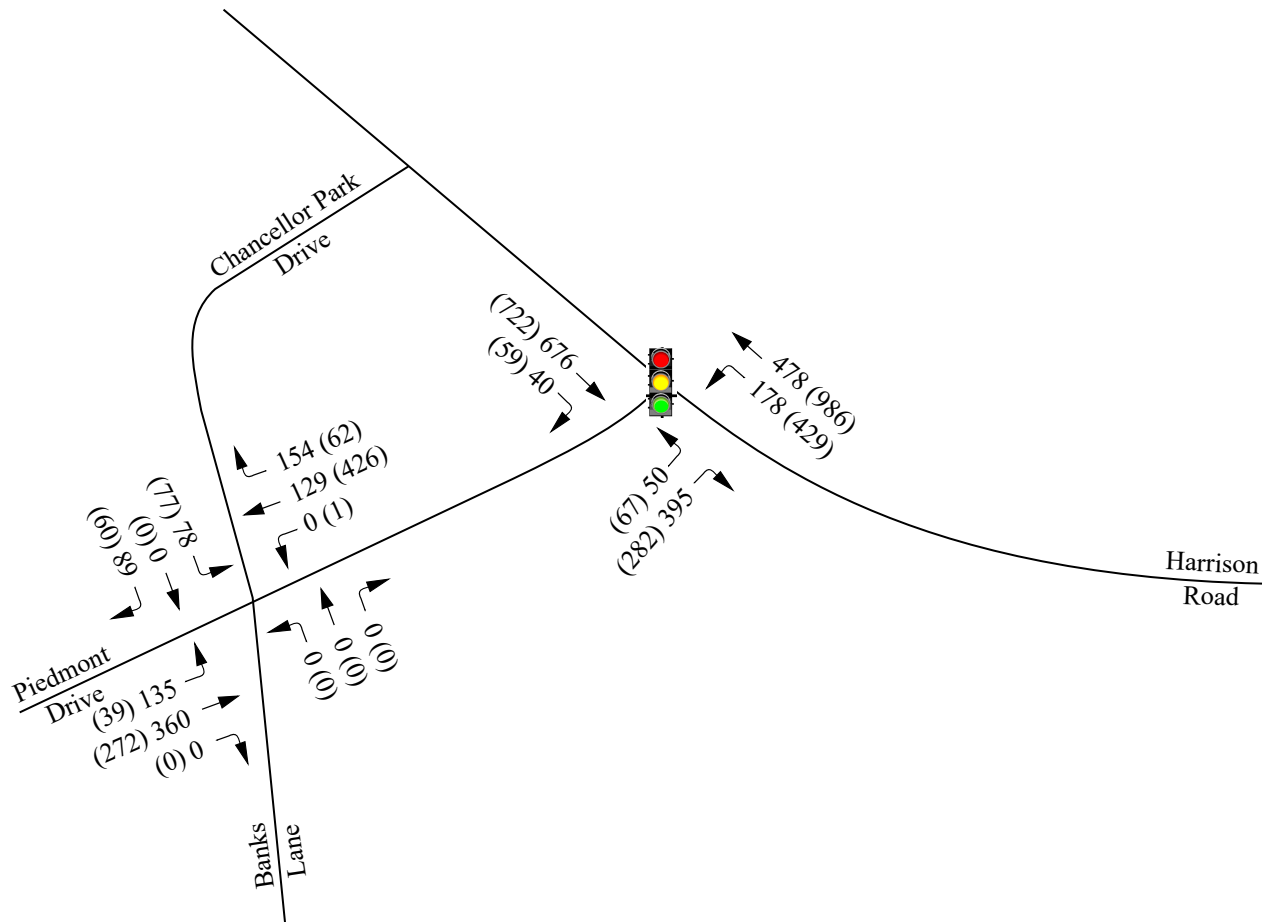
RAMEY KEMP ASSOCIATES

Saddle Creek
Spotsylvania County, Virginia

Existing
Lane Configurations

Scale: Not to Scale

Figure 3



LEGEND

X (Y) AM (PM) Peak Hour Traffic

Moving forward.



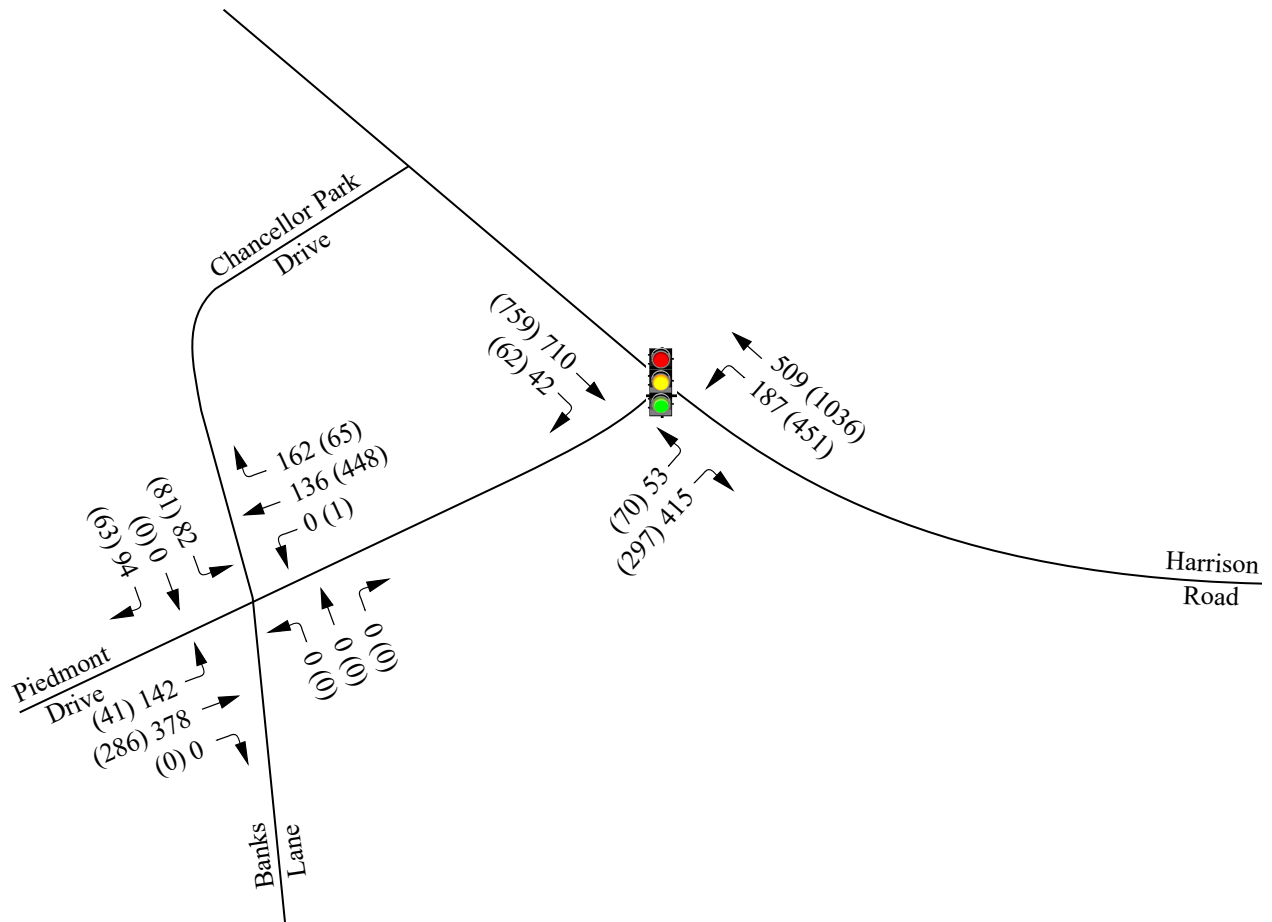
RAMEY KEMP ASSOCIATES

Saddle Creek
Spotsylvania County, Virginia

Existing (2020)
Peak Hour Traffic Volumes

Scale: Not to Scale

Figure 4



LEGEND

X (Y) AM (PM) Peak Hour Traffic

Moving forward.



RAMEY KEMP ASSOCIATES

Saddle Creek
Spotsylvania County, Virginia

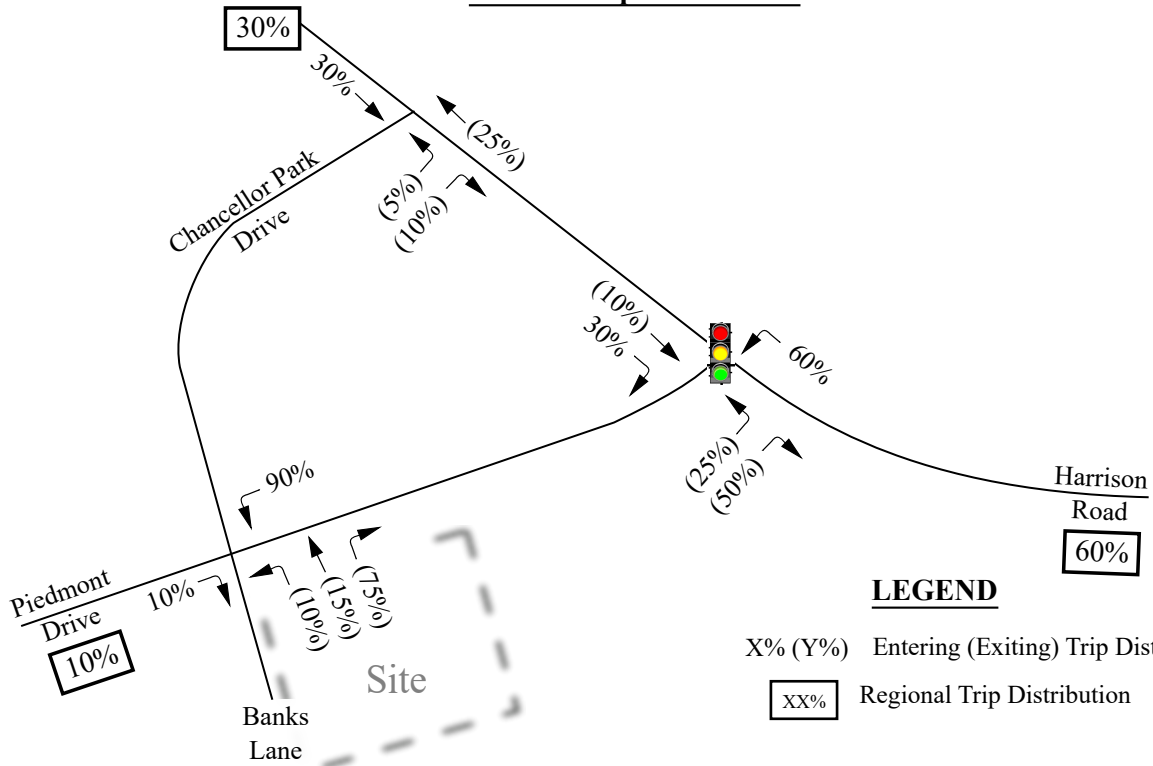
No-Build (2025) Peak Hour
Traffic Volumes

Scale: Not to Scale

Figure 5



AM Site Trip Distribution

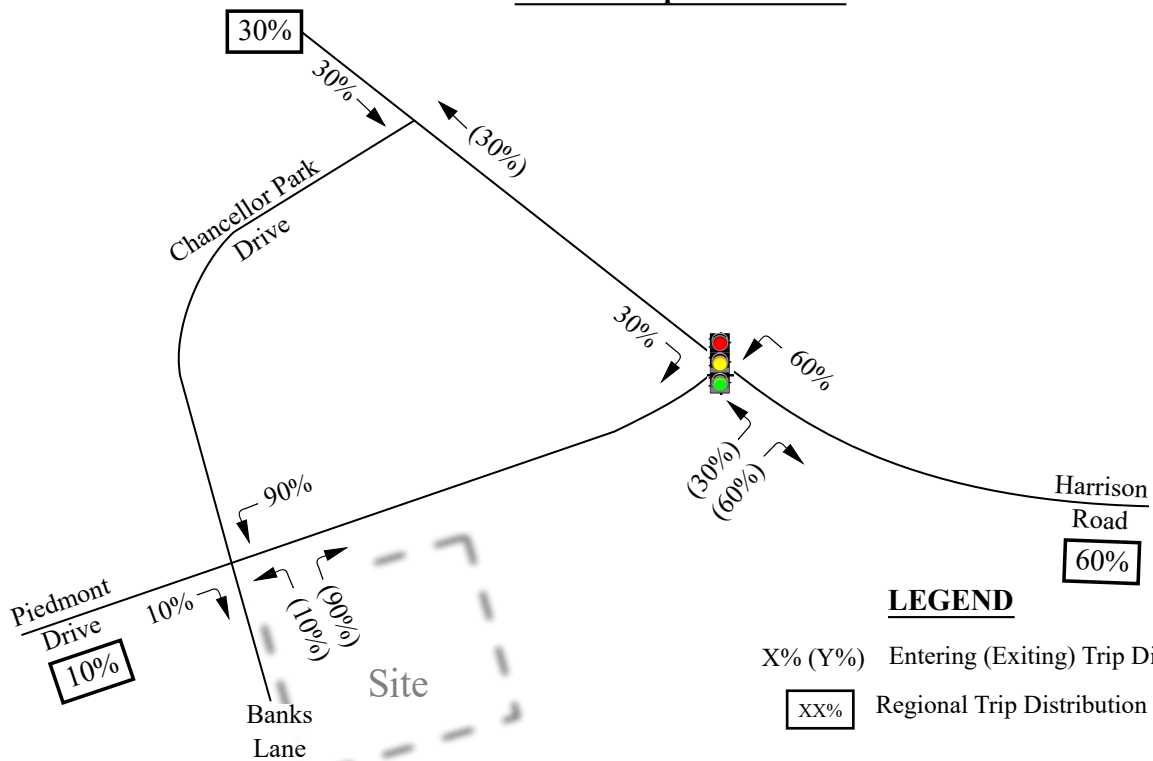


LEGEND

X% (Y%) Entering (Exiting) Trip Distribution

XX% Regional Trip Distribution

PM Site Trip Distribution



LEGEND

X% (Y%) Entering (Exiting) Trip Distribution

XX% Regional Trip Distribution

Moving forward.



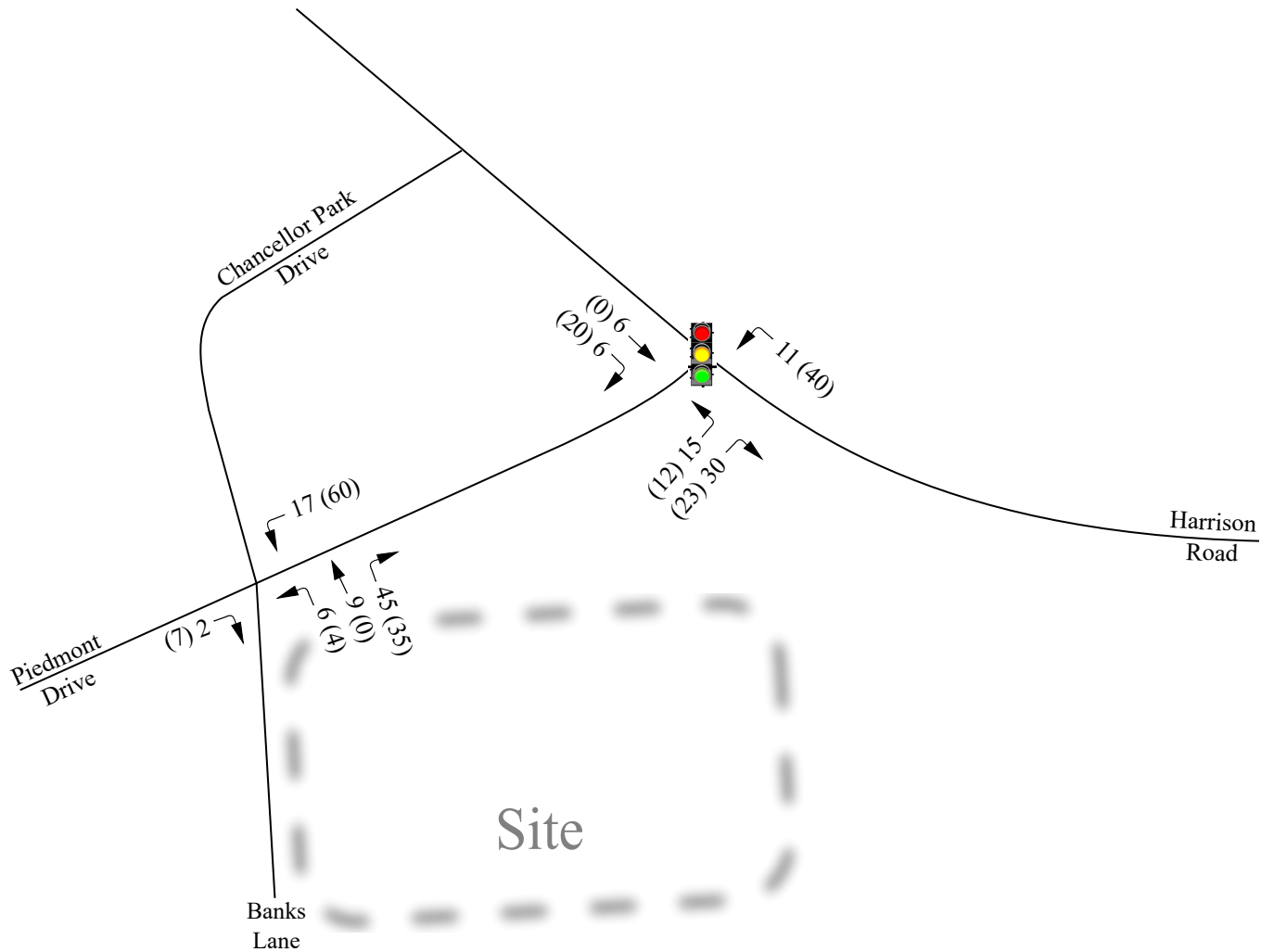
RAMEY KEMP ASSOCIATES

Saddle Creek
Spotsylvania County, Virginia

Site Trip Distributions

Scale: Not to Scale

Figure 6



LEGEND

X (Y) AM (PM) Peak Hour

Moving forward.



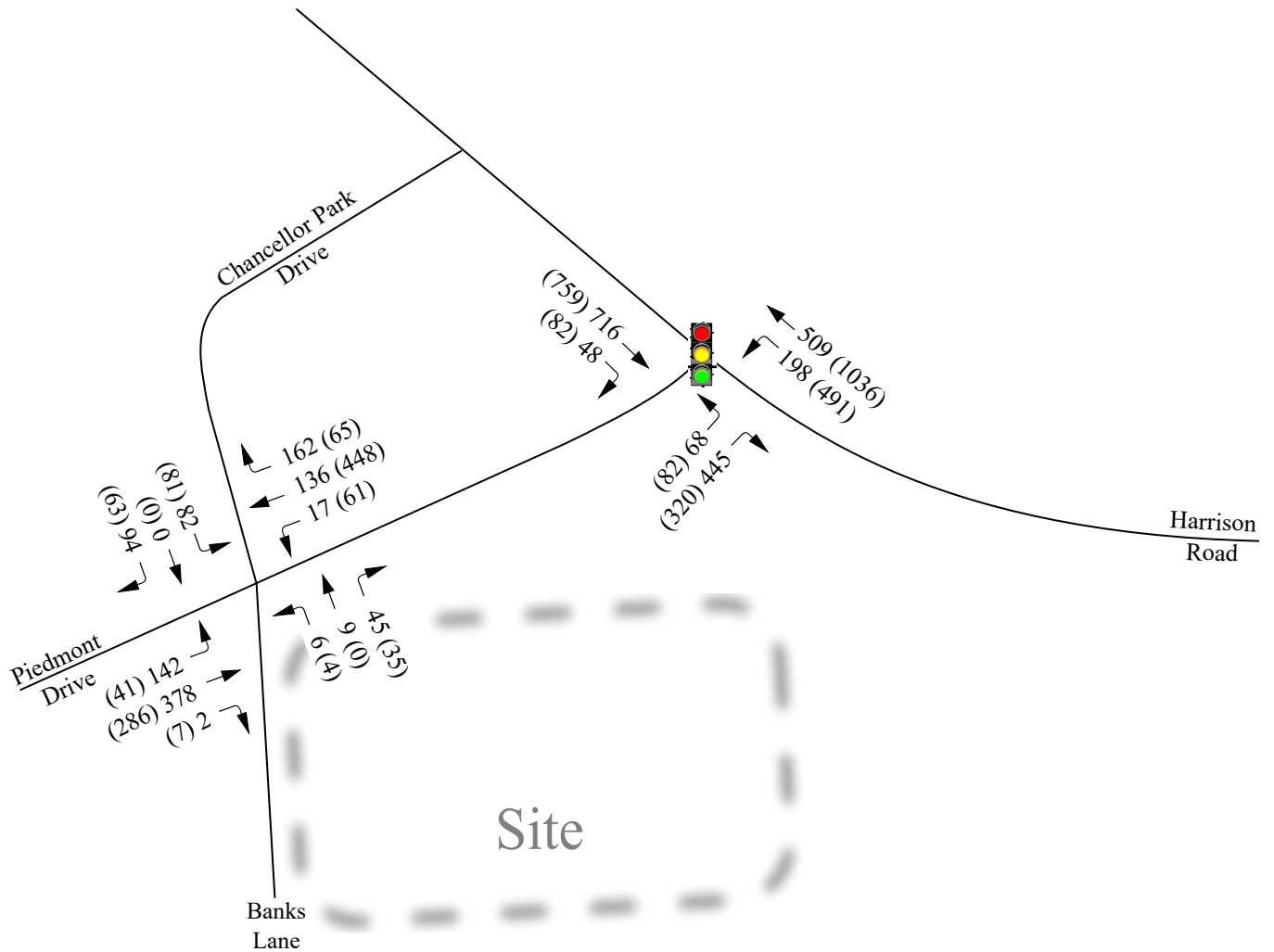
RAMEY KEMP ASSOCIATES

Saddle Creek
Spotsylvania County, Virginia

Site Trip
Assignment

Scale: Not to Scale

Figure 7



LEGEND

X (Y) AM (PM) Peak Hour

Moving forward.



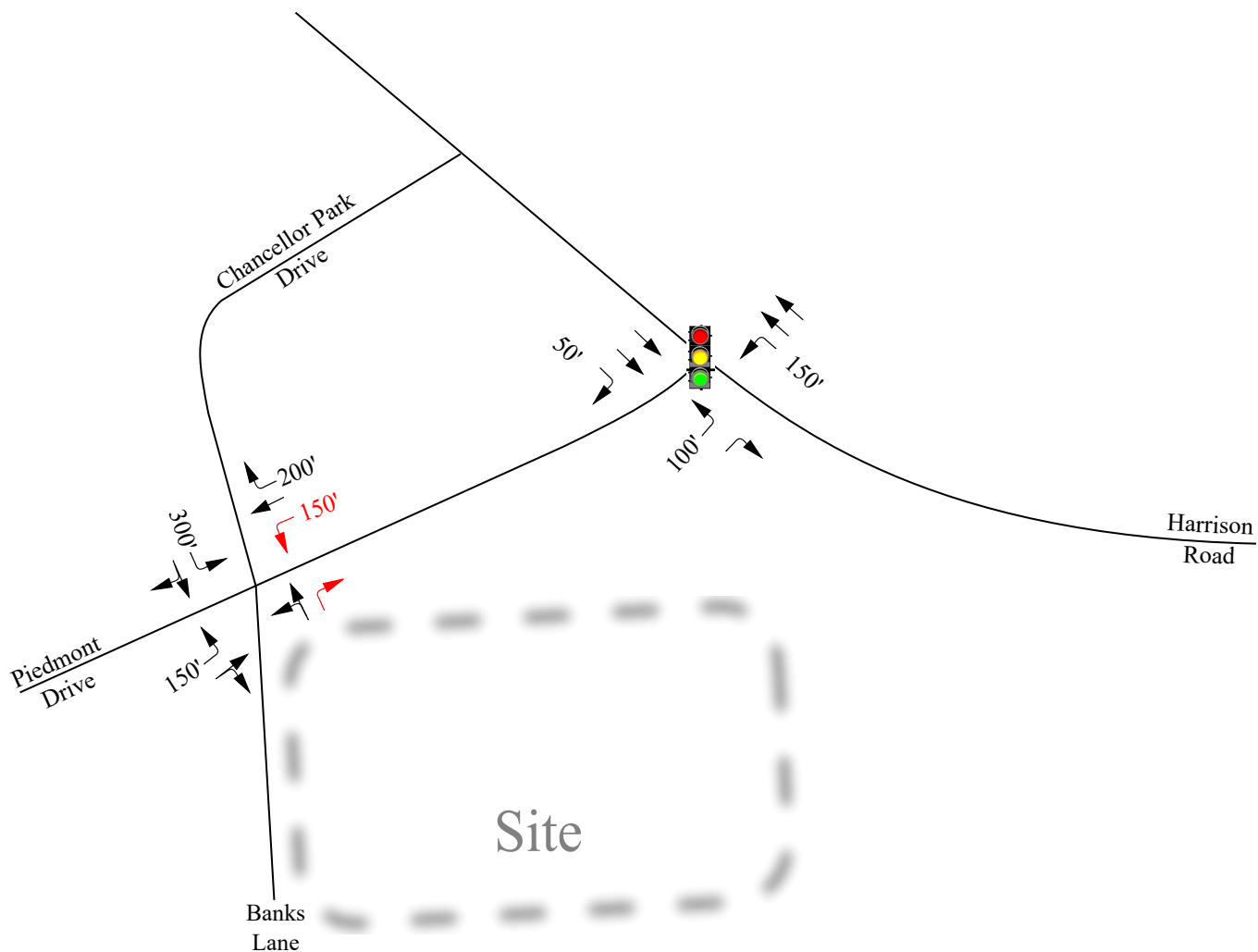
RAMEY KEMP ASSOCIATES

Saddle Creek
Spotsylvania County, Virginia

Build (2025) Peak Hour
Traffic Volumes

Scale: Not to Scale

Figure 8



LEGEND



Existing Traffic Signal



Existing Lane



Recommended Lane



Storage (In Feet)

Moving forward.



RAMEY KEMP ASSOCIATES

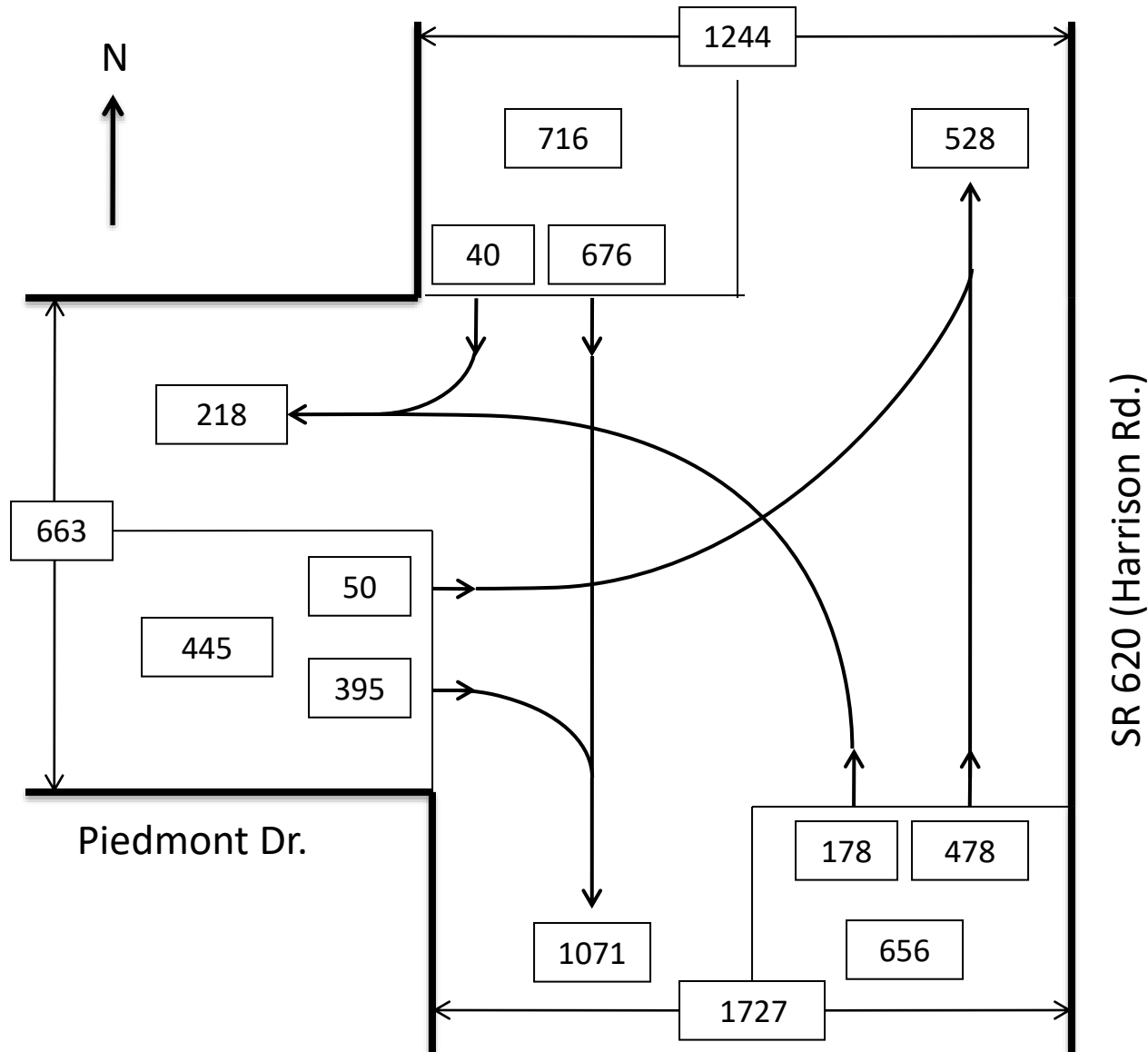
Saddle Creek
Spotsylvania County, Virginia

Recommended Lane
Configuration

Scale: Not to Scale

Figure 9

AM Peak Hour

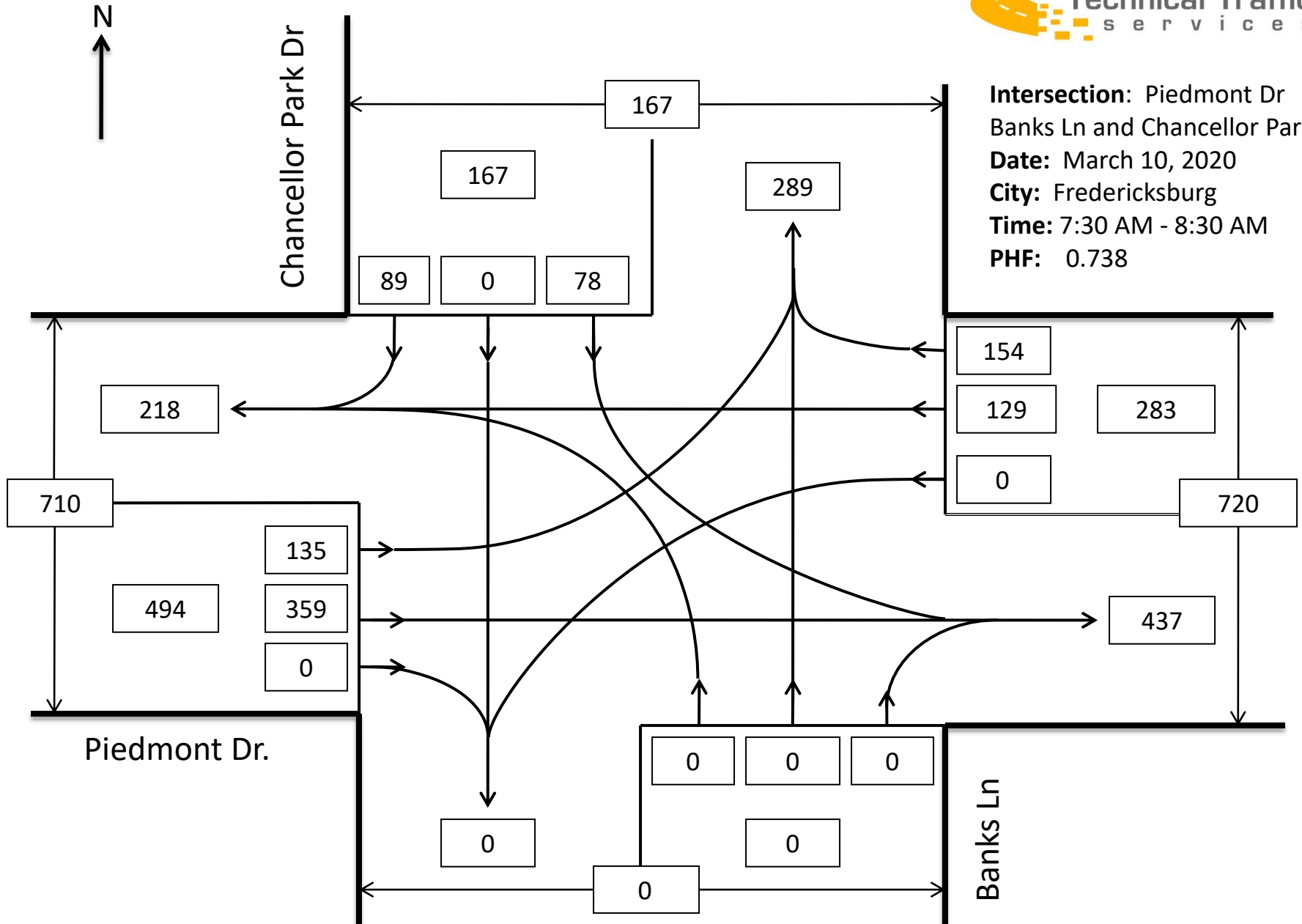


Intersection: SR 620
(Harrison Rd.) and
Piedmont Dr
County: Spotsylvania
Date: March 10, 2020
Time: 7:30 AM - 8:30 AM
PHF: 0.860

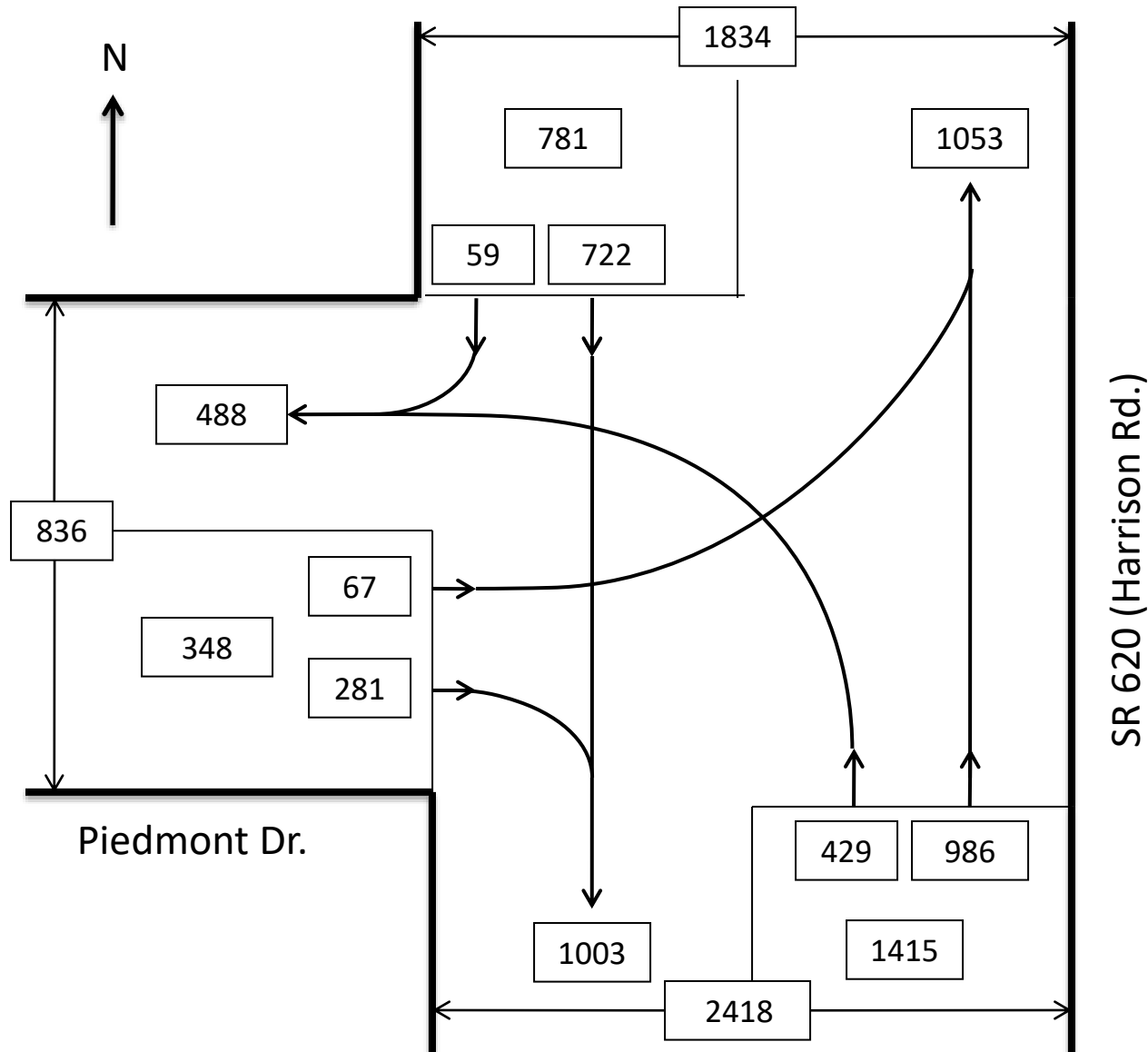
AM Peak Hour



Intersection: Piedmont Dr
Banks Ln and Chancellor Park Dr
Date: March 10, 2020
City: Fredericksburg
Time: 7:30 AM - 8:30 AM
PHF: 0.738



PM Peak Hour



Intersection: SR 620

(Harrison Rd.) and

Piedmont Dr

County: Spotsylvania

Date: March 10, 2020

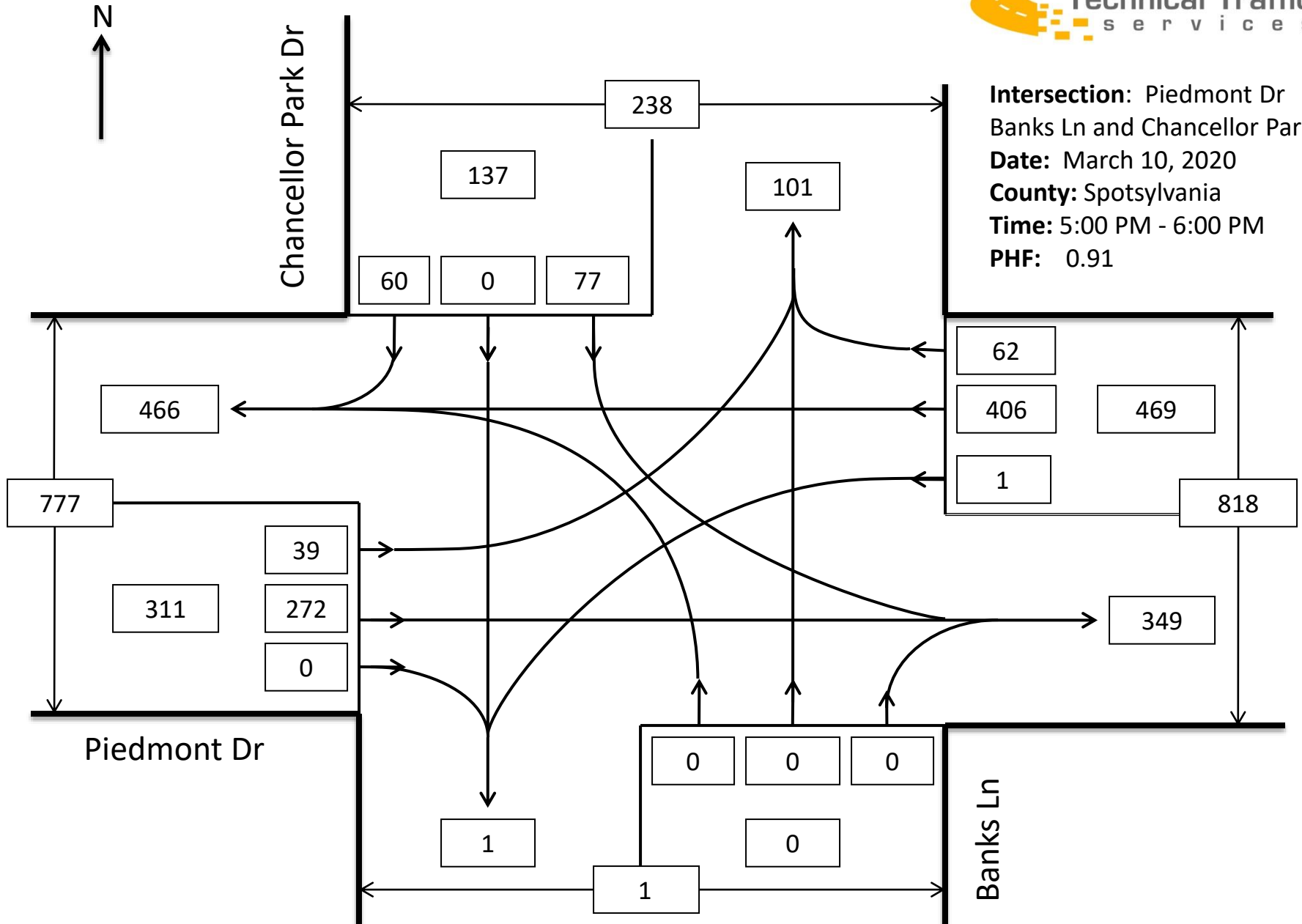
Time: 5:00 PM - 6:00 PM

PHF: 0.928

PM Peak Hour



Intersection: Piedmont Dr
Banks Ln and Chancellor Park Dr
Date: March 10, 2020
County: Spotsylvania
Time: 5:00 PM - 6:00 PM
PHF: 0.91



Saddle Creek - Spotsylvania County, VA
1: Harrison Road & Piedmont Drive

Existing (2020) Conditions
Timing Plan: AM Peak Hour

						
Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	63	375	211	484	615	56
Future Volume (vph)	63	375	211	484	615	56
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	100	0	150			50
Storage Lanes	1	1	1			1
Taper Length (ft)	100		100			
Satd. Flow (prot)	1770	1583	1770	3539	3539	1583
Flt Permitted	0.950		0.307			
Satd. Flow (perm)	1770	1583	572	3539	3539	1583
Right Turn on Red		Yes				Yes
Satd. Flow (RTOR)		89				25
Link Speed (mph)	40			45	45	
Link Distance (ft)	1639			962	546	
Travel Time (s)	27.9			14.6	8.3	
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85
Shared Lane Traffic (%)						
Lane Group Flow (vph)	74	441	248	569	724	66
Turn Type	Prot	pm+ov	pm+pt	NA	NA	Perm
Protected Phases	4	1	1	6	2	
Permitted Phases		4	6			2
Detector Phase	4	1	1	6	2	2
Switch Phase						
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	16.0	13.0	13.0	16.0	16.0	16.0
Total Split (s)	18.0	50.0	50.0	102.0	52.0	52.0
Total Split (%)	15.0%	41.7%	41.7%	85.0%	43.3%	43.3%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	6.0	6.0	6.0	6.0	6.0	6.0
Lead/Lag		Lead	Lead		Lag	Lag
Lead-Lag Optimize?		Yes	Yes		Yes	Yes
Recall Mode	None	None	None	C-Min	C-Min	C-Min
Act Effect Green (s)	10.3	38.0	100.1	101.3	70.0	70.0
Actuated g/C Ratio	0.09	0.32	0.83	0.84	0.58	0.58
v/c Ratio	0.49	0.78	0.35	0.19	0.35	0.07
Control Delay	62.3	38.5	3.9	2.6	15.5	10.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	62.3	38.5	3.9	2.6	15.5	10.2
LOS	E	D	A	A	B	B
Approach Delay	41.9			3.0	15.0	
Approach LOS	D			A	B	
Queue Length 50th (ft)	56	253	33	40	145	13
Queue Length 95th (ft)	96	279	58	60	231	41
Internal Link Dist (ft)	1559			882	466	
Turn Bay Length (ft)	100		150			50
Base Capacity (vph)	184	809	916	3002	2064	933
Starvation Cap Reductn	0	0	0	0	0	0

						
Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.40	0.55	0.27	0.19	0.35	0.07

Intersection Summary

Area Type: Other

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 118 (98%), Referenced to phase 2:SBT and 6:NBTL, Start of Green

Natural Cycle: 55

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.78

Intersection Signal Delay: 16.9

Intersection LOS: B

Intersection Capacity Utilization 50.2%

ICU Level of Service A

Analysis Period (min) 15

Splits and Phases: 1: Harrison Road & Piedmont Drive

 Ø1	 Ø2 (R)	 Ø4
50 s	52 s	18 s
 Ø6 (R)		
102 s		

Saddle Creek - Spotsylvania County, VA
2: Banks Lane/Chancellor Park Drive & Piedmont Drive

Existing (2020) Conditions
Timing Plan: AM Peak Hour

Intersection

Int Delay, s/veh	6.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	135	360	1	1	129	154	1	1	1	78	1	89
Future Vol, veh/h	135	360	1	1	129	154	1	1	1	78	1	89
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	-	-	200	-	-	-	300	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	74	74	74	74	74	74	74	74	74	74	74	74
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	182	486	1	1	174	208	1	1	1	105	1	120

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	382	0	0	487	0	0	1192	1235	487	1028	1027	174
Stage 1	-	-	-	-	-	-	851	851	-	176	176	-
Stage 2	-	-	-	-	-	-	341	384	-	852	851	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1176	-	-	1076	-	-	164	176	581	212	234	869
Stage 1	-	-	-	-	-	-	355	376	-	826	753	-
Stage 2	-	-	-	-	-	-	674	611	-	354	376	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1176	-	-	1076	-	-	124	149	581	185	197	869
Mov Cap-2 Maneuver	-	-	-	-	-	-	124	149	-	185	197	-
Stage 1	-	-	-	-	-	-	300	318	-	698	752	-
Stage 2	-	-	-	-	-	-	579	610	-	297	318	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	2.3	0	25.2	27.4
HCM LOS			D	D

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	182	1176	-	-	1076	-	-	185	837
HCM Lane V/C Ratio	0.022	0.155	-	-	0.001	-	-	0.57	0.145
HCM Control Delay (s)	25.2	8.6	-	-	8.3	0	-	47.5	10
HCM Lane LOS	D	A	-	-	A	A	-	E	B
HCM 95th %tile Q(veh)	0.1	0.5	-	-	0	-	-	3	0.5

Saddle Creek - Spotsylvania County, VA
1: Harrison Road & Piedmont Drive

Existing (2020) Conditions
Timing Plan: PM Peak Hour

						
Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	67	282	429	986	722	59
Future Volume (vph)	67	282	429	986	722	59
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	100	0	150			50
Storage Lanes	1	1	1			1
Taper Length (ft)	100		100			
Satd. Flow (prot)	1770	1583	1770	3539	3539	1583
Flt Permitted	0.950		0.260			
Satd. Flow (perm)	1770	1583	484	3539	3539	1583
Right Turn on Red		Yes				Yes
Satd. Flow (RTOR)		57				29
Link Speed (mph)	40			45	45	
Link Distance (ft)	1639			962	546	
Travel Time (s)	27.9			14.6	8.3	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Shared Lane Traffic (%)						
Lane Group Flow (vph)	73	307	466	1072	785	64
Turn Type	Prot	pm+ov	pm+pt	NA	NA	Perm
Protected Phases	4	1	1	6	2	
Permitted Phases		4	6			2
Detector Phase	4	1	1	6	2	2
Switch Phase						
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	16.0	13.0	13.0	16.0	16.0	16.0
Total Split (s)	16.0	36.0	36.0	74.0	38.0	38.0
Total Split (%)	17.8%	40.0%	40.0%	82.2%	42.2%	42.2%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	6.0	6.0	6.0	6.0	6.0	6.0
Lead/Lag		Lead	Lead		Lag	Lag
Lead-Lag Optimize?		Yes	Yes		Yes	Yes
Recall Mode	None	None	None	C-Min	C-Min	C-Min
Act Effect Green (s)	8.5	32.1	71.8	73.0	45.9	45.9
Actuated g/C Ratio	0.09	0.36	0.80	0.81	0.51	0.51
v/c Ratio	0.43	0.51	0.70	0.37	0.44	0.08
Control Delay	46.2	19.2	11.3	3.6	17.6	11.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	46.2	19.2	11.3	3.6	17.6	11.0
LOS	D	B	B	A	B	B
Approach Delay	24.4			5.9	17.1	
Approach LOS	C			A	B	
Queue Length 50th (ft)	40	106	66	84	145	10
Queue Length 95th (ft)	82	137	163	116	253	40
Internal Link Dist (ft)	1559			882	466	
Turn Bay Length (ft)	100		150			50
Base Capacity (vph)	198	772	814	2872	1803	820
Starvation Cap Reductn	0	0	0	0	0	0

						
Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.37	0.40	0.57	0.37	0.44	0.08

Intersection Summary

Area Type: Other

Cycle Length: 90

Actuated Cycle Length: 90

Offset: 55 (61%), Referenced to phase 2:SBT and 6:NBTL, Start of Green

Natural Cycle: 60

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.70

Intersection Signal Delay: 11.9

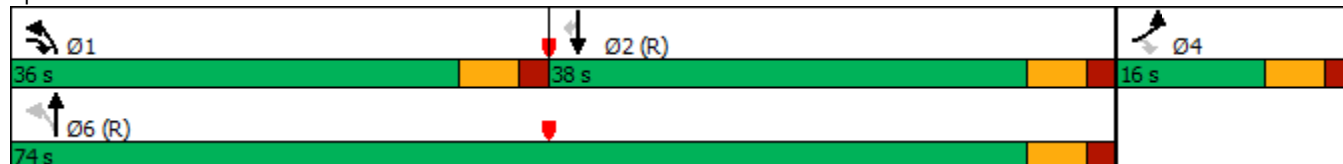
Intersection LOS: B

Intersection Capacity Utilization 62.9%

ICU Level of Service B

Analysis Period (min) 15

Splits and Phases: 1: Harrison Road & Piedmont Drive



Saddle Creek - Spotsylvania County, VA
2: Banks Lane/Chancellor Park Drive & Piedmont Drive

Existing (2020) Conditions
Timing Plan: PM Peak Hour

Intersection

Int Delay, s/veh 3.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	39	272	1	1	426	62	1	1	1	77	1	60
Future Vol, veh/h	39	272	1	1	426	62	1	1	1	77	1	60
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	-	-	200	-	-	-	300	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	43	299	1	1	468	68	1	1	1	85	1	66

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	536	0	0	300	0	0	924	924	300	857	856	468
Stage 1	-	-	-	-	-	-	386	386	-	470	470	-
Stage 2	-	-	-	-	-	-	538	538	-	387	386	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1032	-	-	1261	-	-	250	269	740	277	295	595
Stage 1	-	-	-	-	-	-	637	610	-	574	560	-
Stage 2	-	-	-	-	-	-	527	522	-	637	610	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1032	-	-	1261	-	-	215	257	740	267	282	595
Mov Cap-2 Maneuver	-	-	-	-	-	-	215	257	-	267	282	-
Stage 1	-	-	-	-	-	-	610	584	-	550	559	-
Stage 2	-	-	-	-	-	-	467	521	-	608	584	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	1.1	0	17	19
HCM LOS			C	C

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	303	1032	-	-	1261	-	-	267	584
HCM Lane V/C Ratio	0.011	0.042	-	-	0.001	-	-	0.317	0.115
HCM Control Delay (s)	17	8.6	-	-	7.9	0	-	24.6	12
HCM Lane LOS	C	A	-	-	A	A	-	C	B
HCM 95th %tile Q(veh)	0	0.1	-	-	0	-	-	1.3	0.4

Saddle Creek - Spotsylvania County, VA
1: Harrison Road & Piedmont Drive

No-Build (2025) Conditions
Timing Plan: AM Peak Hour

						
Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	66	394	222	509	646	59
Future Volume (vph)	66	394	222	509	646	59
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	100	0	150			50
Storage Lanes	1	1	1			1
Taper Length (ft)	100		100			
Satd. Flow (prot)	1770	1583	1770	3539	3539	1583
Flt Permitted	0.950		0.291			
Satd. Flow (perm)	1770	1583	542	3539	3539	1583
Right Turn on Red		Yes				Yes
Satd. Flow (RTOR)		80				25
Link Speed (mph)	40			45	45	
Link Distance (ft)	1639			962	546	
Travel Time (s)	27.9			14.6	8.3	
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86
Shared Lane Traffic (%)						
Lane Group Flow (vph)	77	458	258	592	751	69
Turn Type	Prot	pm+ov	pm+pt	NA	NA	Perm
Protected Phases	4	1	1	6	2	
Permitted Phases		4	6			2
Detector Phase	4	1	1	6	2	2
Switch Phase						
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	16.0	13.0	13.0	16.0	16.0	16.0
Total Split (s)	20.0	48.0	48.0	100.0	52.0	52.0
Total Split (%)	16.7%	40.0%	40.0%	83.3%	43.3%	43.3%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	6.0	6.0	6.0	6.0	6.0	6.0
Lead/Lag		Lead	Lead		Lag	Lag
Lead-Lag Optimize?		Yes	Yes		Yes	Yes
Recall Mode	None	None	None	C-Min	C-Min	C-Min
Act Effect Green (s)	10.5	40.0	100.0	101.2	68.0	68.0
Actuated g/C Ratio	0.09	0.33	0.83	0.84	0.57	0.57
v/c Ratio	0.50	0.79	0.36	0.20	0.37	0.08
Control Delay	62.4	38.5	4.0	2.7	16.9	11.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	62.4	38.5	4.0	2.7	16.9	11.1
LOS	E	D	A	A	B	B
Approach Delay	41.9			3.1	16.4	
Approach LOS	D			A	B	
Queue Length 50th (ft)	58	271	35	43	158	14
Queue Length 95th (ft)	100	295	62	65	256	45
Internal Link Dist (ft)	1559			882	466	
Turn Bay Length (ft)	100		150			50
Base Capacity (vph)	208	782	881	2987	2005	908
Starvation Cap Reductn	0	0	0	0	0	0

Saddle Creek - Spotsylvania County, VA
1: Harrison Road & Piedmont Drive

No-Build (2025) Conditions
Timing Plan: AM Peak Hour

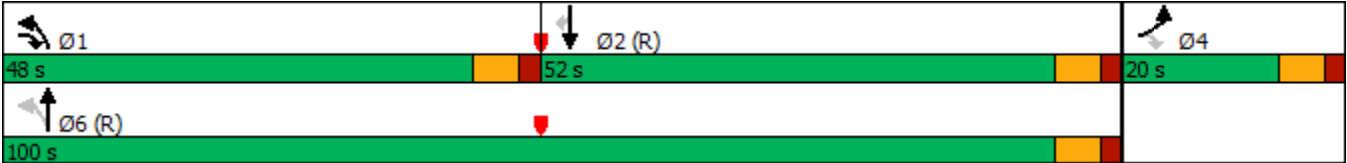
						
Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.37	0.59	0.29	0.20	0.37	0.08

Intersection Summary

Area Type: Other
Cycle Length: 120
Actuated Cycle Length: 120
Offset: 118 (98%), Referenced to phase 2:SBT and 6:NBTL, Start of Green
Natural Cycle: 50
Control Type: Actuated-Coordinated
Maximum v/c Ratio: 0.79
Intersection Signal Delay: 17.5
Intersection Capacity Utilization 52.3%
Analysis Period (min) 15

Intersection LOS: B
ICU Level of Service A

Splits and Phases: 1: Harrison Road & Piedmont Drive



Saddle Creek - Spotsylvania County, VA
2: Banks Lane/Chancellor Park Drive & Piedmont Drive

No-Build (2025) Conditions
Timing Plan: AM Peak Hour

Intersection

Int Delay, s/veh 7.3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	142	378	1	1	136	162	1	1	1	82	1	94
Future Vol, veh/h	142	378	1	1	136	162	1	1	1	82	1	94
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	-	-	200	-	-	-	300	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	74	74	74	74	74	74	74	74	74	74	74	74
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	192	511	1	1	184	219	1	1	1	111	1	127

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	403	0	0	512	0	0	1256	1301	512	1083	1082	184
Stage 1	-	-	-	-	-	-	896	896	-	186	186	-
Stage 2	-	-	-	-	-	-	360	405	-	897	896	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1156	-	-	1053	-	-	148	161	562	195	217	858
Stage 1	-	-	-	-	-	-	335	359	-	816	746	-
Stage 2	-	-	-	-	-	-	658	598	-	334	359	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1156	-	-	1053	-	-	109	134	562	168	181	858
Mov Cap-2 Maneuver	-	-	-	-	-	-	109	134	-	168	181	-
Stage 1	-	-	-	-	-	-	279	299	-	681	745	-
Stage 2	-	-	-	-	-	-	559	597	-	277	299	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	2.4	0	27.6	33.5
HCM LOS			D	D

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	163	1156	-	-	1053	-	-	168	825
HCM Lane V/C Ratio	0.025	0.166	-	-	0.001	-	-	0.66	0.156
HCM Control Delay (s)	27.6	8.7	-	-	8.4	0	-	60.4	10.2
HCM Lane LOS	D	A	-	-	A	A	-	F	B
HCM 95th %tile Q(veh)	0.1	0.6	-	-	0	-	-	3.8	0.5

Saddle Creek - Spotsylvania County, VA
1: Harrison Road & Piedmont Drive

No-Build (2025) Conditions
Timing Plan: PM Peak Hour

						
Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	70	297	451	1036	759	62
Future Volume (vph)	70	297	451	1036	759	62
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	100	0	150			50
Storage Lanes	1	1	1			1
Taper Length (ft)	100		100			
Satd. Flow (prot)	1770	1583	1770	3539	3539	1583
Flt Permitted	0.950		0.235			
Satd. Flow (perm)	1770	1583	438	3539	3539	1583
Right Turn on Red		Yes				Yes
Satd. Flow (RTOR)		43				28
Link Speed (mph)	40			45	45	
Link Distance (ft)	1639			962	546	
Travel Time (s)	27.9			14.6	8.3	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Shared Lane Traffic (%)						
Lane Group Flow (vph)	76	323	490	1126	825	67
Turn Type	Prot	pm+ov	pm+pt	NA	NA	Perm
Protected Phases	4	1	1	6	2	
Permitted Phases		4	6			2
Detector Phase	4	1	1	6	2	2
Switch Phase						
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	16.0	13.0	13.0	16.0	16.0	16.0
Total Split (s)	16.0	37.0	37.0	74.0	37.0	37.0
Total Split (%)	17.8%	41.1%	41.1%	82.2%	41.1%	41.1%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	6.0	6.0	6.0	6.0	6.0	6.0
Lead/Lag		Lead	Lead		Lag	Lag
Lead-Lag Optimize?		Yes	Yes		Yes	Yes
Recall Mode	None	None	None	C-Min	C-Min	C-Min
Act Effect Green (s)	8.5	34.2	71.8	73.0	43.8	43.8
Actuated g/C Ratio	0.09	0.38	0.80	0.81	0.49	0.49
v/c Ratio	0.46	0.52	0.73	0.39	0.48	0.09
Control Delay	46.9	19.5	14.1	3.7	19.4	12.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	46.9	19.5	14.1	3.7	19.4	12.1
LOS	D	B	B	A	B	B
Approach Delay	24.7			6.9	18.9	
Approach LOS	C			A	B	
Queue Length 50th (ft)	41	113	95	91	168	12
Queue Length 95th (ft)	84	148	199	124	274	43
Internal Link Dist (ft)	1559			882	466	
Turn Bay Length (ft)	100		150			50
Base Capacity (vph)	196	782	808	2870	1724	785
Starvation Cap Reductn	0	0	0	0	0	0

Saddle Creek - Spotsylvania County, VA
1: Harrison Road & Piedmont Drive

No-Build (2025) Conditions
Timing Plan: PM Peak Hour

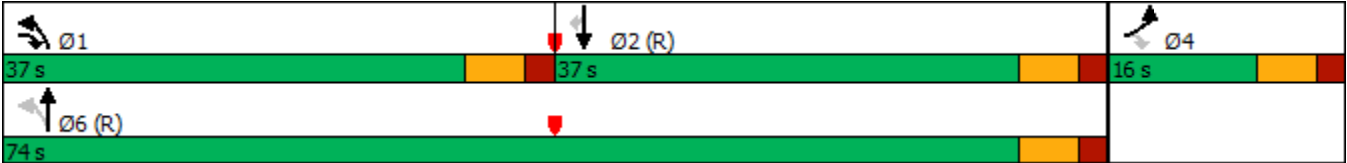
						
Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.39	0.41	0.61	0.39	0.48	0.09

Intersection Summary

Area Type: Other
Cycle Length: 90
Actuated Cycle Length: 90
Offset: 0 (0%), Referenced to phase 2:SBT and 6:NBTL, Start of Green
Natural Cycle: 60
Control Type: Actuated-Coordinated
Maximum v/c Ratio: 0.73
Intersection Signal Delay: 13.0
Intersection Capacity Utilization 65.1%
Analysis Period (min) 15

Intersection LOS: B
ICU Level of Service C

Splits and Phases: 1: Harrison Road & Piedmont Drive



Saddle Creek - Spotsylvania County, VA
2: Banks Lane/Chancellor Park Drive & Piedmont drive

No-Build (2025) Conditions
Timing Plan: PM Peak Hour

Intersection

Int Delay, s/veh 3.4

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	41	286	1	1	448	65	1	1	1	81	1	63
Future Vol, veh/h	41	286	1	1	448	65	1	1	1	81	1	63
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	-	-	200	-	-	-	300	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	45	314	1	1	492	71	1	1	1	89	1	69

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	563	0	0	315	0	0	970	970	315	900	899	492
Stage 1	-	-	-	-	-	-	405	405	-	494	494	-
Stage 2	-	-	-	-	-	-	565	565	-	406	405	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1008	-	-	1245	-	-	233	253	725	259	279	577
Stage 1	-	-	-	-	-	-	622	598	-	557	546	-
Stage 2	-	-	-	-	-	-	510	508	-	622	598	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1008	-	-	1245	-	-	197	241	725	249	266	577
Mov Cap-2 Maneuver	-	-	-	-	-	-	197	241	-	249	266	-
Stage 1	-	-	-	-	-	-	594	571	-	532	545	-
Stage 2	-	-	-	-	-	-	447	507	-	592	571	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	1.1	0	17.9	20.6
HCM LOS			C	C

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	283	1008	-	-	1245	-	-	249	567
HCM Lane V/C Ratio	0.012	0.045	-	-	0.001	-	-	0.357	0.124
HCM Control Delay (s)	17.9	8.7	-	-	7.9	0	-	27.3	12.2
HCM Lane LOS	C	A	-	-	A	A	-	D	B
HCM 95th %tile Q(veh)	0	0.1	-	-	0	-	-	1.5	0.4

Saddle Creek - Spotsylvania County, VA
1: Harrison Road & Piedmont Drive

Build (2025) Conditions

Timing Plan: AM Peak Hour

						
Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	68	445	198	509	652	48
Future Volume (vph)	68	445	198	509	652	48
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	100	0	150			50
Storage Lanes	1	1	1			1
Taper Length (ft)	100		100			
Satd. Flow (prot)	1770	1583	1770	3539	3539	1583
Flt Permitted	0.950		0.259			
Satd. Flow (perm)	1770	1583	482	3539	3539	614
Right Turn on Red		Yes				Yes
Satd. Flow (RTOR)						19
Link Speed (mph)	40			45	45	
Link Distance (ft)	1639			962	546	
Travel Time (s)	27.9			14.6	8.3	
Confl. Peds. (#/hr)						716
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86
Shared Lane Traffic (%)						
Lane Group Flow (vph)	79	517	230	592	758	56
Turn Type	Prot	pm+ov	pm+pt	NA	NA	Perm
Protected Phases	4	1	1	6	2	
Permitted Phases		4	6			2
Detector Phase	4	1	1	6	2	2
Switch Phase						
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	16.0	13.0	13.0	16.0	16.0	16.0
Total Split (s)	20.0	52.0	52.0	100.0	48.0	48.0
Total Split (%)	16.7%	43.3%	43.3%	83.3%	40.0%	40.0%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	6.0	6.0	6.0	6.0	6.0	6.0
Lead/Lag		Lead	Lead		Lag	Lag
Lead-Lag Optimize?		Yes	Yes		Yes	Yes
Recall Mode	None	None	None	C-Min	C-Min	C-Min
Act Effct Green (s)	10.5	50.3	100.0	101.2	57.7	57.7
Actuated g/C Ratio	0.09	0.42	0.83	0.84	0.48	0.48
v/c Ratio	0.51	0.78	0.29	0.20	0.45	0.18
Control Delay	63.1	37.7	3.5	2.7	23.9	18.5
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	63.1	37.7	3.5	2.7	23.9	18.5
LOS	E	D	A	A	C	B
Approach Delay	41.1			2.9	23.5	
Approach LOS	D			A	C	
Queue Length 50th (ft)	59	339	31	43	199	15
Queue Length 95th (ft)	103	351	53	63	295	51
Internal Link Dist (ft)	1559			882	466	
Turn Bay Length (ft)	100		150			50
Base Capacity (vph)	206	791	895	2984	1702	305

						
Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.38	0.65	0.26	0.20	0.45	0.18

Intersection Summary

Area Type: Other

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 118 (98%), Referenced to phase 2:SBT and 6:NBTL, Start of Green

Natural Cycle: 60

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.78

Intersection Signal Delay: 20.6

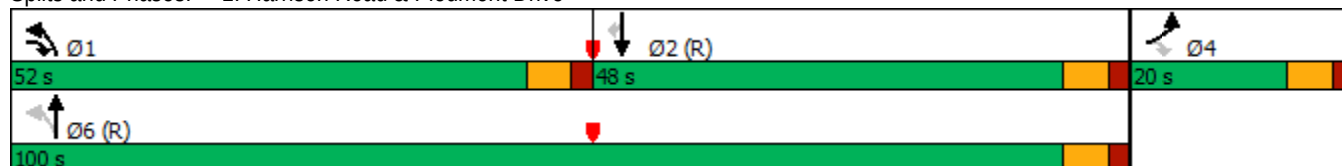
Intersection LOS: C

Intersection Capacity Utilization 55.6%

ICU Level of Service B

Analysis Period (min) 15

Splits and Phases: 1: Harrison Road & Piedmont Drive



Saddle Creek - Spotsylvania County, VA
2: Banks Lane/Chancellor Park Drive & Piedmont Drive

Build (2025) Conditions
Timing Plan: AM Peak Hour

Intersection

Int Delay, s/veh 12.9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	142	378	2	17	136	162	6	9	45	82	1	94
Future Vol, veh/h	142	378	2	17	136	162	6	9	45	82	1	94
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	150	-	200	-	-	0	300	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	74	74	74	74	74	74	74	74	74	74	74	74
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	192	511	3	23	184	219	8	12	61	111	1	127

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	403	0	0	514	0	0	1301	1346	513	1163	1128	184
Stage 1	-	-	-	-	-	-	897	897	-	230	230	-
Stage 2	-	-	-	-	-	-	404	449	-	933	898	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1156	-	-	1052	-	-	138	151	561	172	204	858
Stage 1	-	-	-	-	-	-	334	358	-	773	714	-
Stage 2	-	-	-	-	-	-	623	572	-	319	358	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1156	-	-	1052	-	-	100	123	561	122	166	858
Mov Cap-2 Maneuver	-	-	-	-	-	-	100	123	-	122	166	-
Stage 1	-	-	-	-	-	-	279	299	-	645	698	-
Stage 2	-	-	-	-	-	-	518	559	-	228	299	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	2.4			0.5			20.1			63.7		
HCM LOS							C			F		

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	113	561	1156	-	-	1052	-	-	122	822
HCM Lane V/C Ratio	0.179	0.108	0.166	-	-	0.022	-	-	0.908	0.156
HCM Control Delay (s)	43.7	12.2	8.7	-	-	8.5	-	-	125.6	10.2
HCM Lane LOS	E	B	A	-	-	A	-	-	F	B
HCM 95th %tile Q(veh)	0.6	0.4	0.6	-	-	0.1	-	-	5.8	0.6

Saddle Creek - Spotsylvania County, VA
1: Harrison Road & Piedmont Drive

Build (2025) Conditions
Timing Plan: PM Peak Hour

						
Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations				 	 	
Traffic Volume (vph)	82	320	491	1036	759	82
Future Volume (vph)	82	320	491	1036	759	82
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	100	0	150			50
Storage Lanes	1	1	1			1
Taper Length (ft)	100		100			
Satd. Flow (prot)	1770	1583	1770	3539	3539	1583
Flt Permitted	0.950		0.220			
Satd. Flow (perm)	1770	1583	410	3539	3539	1583
Right Turn on Red		Yes				Yes
Satd. Flow (RTOR)		34				36
Link Speed (mph)	40			45	45	
Link Distance (ft)	1639			962	546	
Travel Time (s)	27.9			14.6	8.3	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Shared Lane Traffic (%)						
Lane Group Flow (vph)	89	348	534	1126	825	89
Turn Type	Prot	pm+ov	pm+pt	NA	NA	Perm
Protected Phases	4	1	1	6	2	
Permitted Phases		4	6			2
Detector Phase	4	1	1	6	2	2
Switch Phase						
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	16.0	13.0	13.0	16.0	16.0	16.0
Total Split (s)	16.0	39.0	39.0	74.0	35.0	35.0
Total Split (%)	17.8%	43.3%	43.3%	82.2%	38.9%	38.9%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	6.0	6.0	6.0	6.0	6.0	6.0
Lead/Lag		Lead	Lead		Lag	Lag
Lead-Lag Optimize?		Yes	Yes		Yes	Yes
Recall Mode	None	None	None	C-Min	C-Min	C-Min
Act Effect Green (s)	8.8	37.5	71.6	72.8	40.5	40.5
Actuated g/C Ratio	0.10	0.42	0.80	0.81	0.45	0.45
v/c Ratio	0.51	0.51	0.76	0.39	0.52	0.12
Control Delay	49.0	18.4	17.1	3.8	22.2	13.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	49.0	18.4	17.1	3.8	22.2	13.3
LOS	D	B	B	A	C	B
Approach Delay	24.6			8.0	21.3	
Approach LOS	C			A	C	
Queue Length 50th (ft)	48	115	136	95	189	18
Queue Length 95th (ft)	95	158	243	124	284	55
Internal Link Dist (ft)	1559			882	466	
Turn Bay Length (ft)	100		150			50
Base Capacity (vph)	196	815	824	2861	1591	731
Starvation Cap Reductn	0	0	0	0	0	0

Saddle Creek - Spotsylvania County, VA
1: Harrison Road & Piedmont Drive

Build (2025) Conditions
Timing Plan: PM Peak Hour

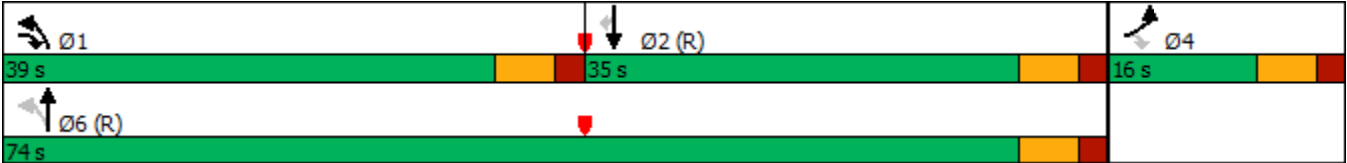
						
Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.45	0.43	0.65	0.39	0.52	0.12

Intersection Summary

Area Type: Other
Cycle Length: 90
Actuated Cycle Length: 90
Offset: 0 (0%), Referenced to phase 2:SBT and 6:NBTL, Start of Green
Natural Cycle: 60
Control Type: Actuated-Coordinated
Maximum v/c Ratio: 0.76
Intersection Signal Delay: 14.5
Intersection Capacity Utilization 67.7%
Analysis Period (min) 15

Intersection LOS: B
ICU Level of Service C

Splits and Phases: 1: Harrison Road & Piedmont Drive



Saddle Creek - Spotsylvania County, VA
2: Banks Lane/Chancellor Park Drive & Piedmont Drive

Build (2025) Conditions
Timing Plan: PM Peak Hour

Intersection

Int Delay, s/veh	5.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	41	286	7	61	448	65	4	1	35	81	1	63
Future Vol, veh/h	41	286	7	61	448	65	4	1	35	81	1	63
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	150	-	200	-	-	0	300	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	45	314	8	67	492	71	4	1	38	89	1	69

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	563	0	0	322	0	0	1105	1105	318	1054	1038	492
Stage 1	-	-	-	-	-	-	408	408	-	626	626	-
Stage 2	-	-	-	-	-	-	697	697	-	428	412	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1008	-	-	1238	-	-	188	211	723	204	231	577
Stage 1	-	-	-	-	-	-	620	597	-	472	477	-
Stage 2	-	-	-	-	-	-	431	443	-	605	594	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1008	-	-	1238	-	-	153	191	723	178	209	577
Mov Cap-2 Maneuver	-	-	-	-	-	-	153	191	-	178	209	-
Stage 1	-	-	-	-	-	-	592	570	-	451	451	-
Stage 2	-	-	-	-	-	-	358	419	-	546	567	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	1.1			0.9			12.6			30		
HCM LOS							B			D		

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	159	723	1008	-	-	1238	-	-	178	562
HCM Lane V/C Ratio	0.035	0.053	0.045	-	-	0.054	-	-	0.5	0.125
HCM Control Delay (s)	28.5	10.3	8.7	-	-	8.1	-	-	43.9	12.3
HCM Lane LOS	D	B	A	-	-	A	-	-	E	B
HCM 95th %tile Q(veh)	0.1	0.2	0.1	-	-	0.2	-	-	2.5	0.4

WARRANT FOR LEFT-TURN STORAGE LANES ON TWO-LANE HIGHWAY

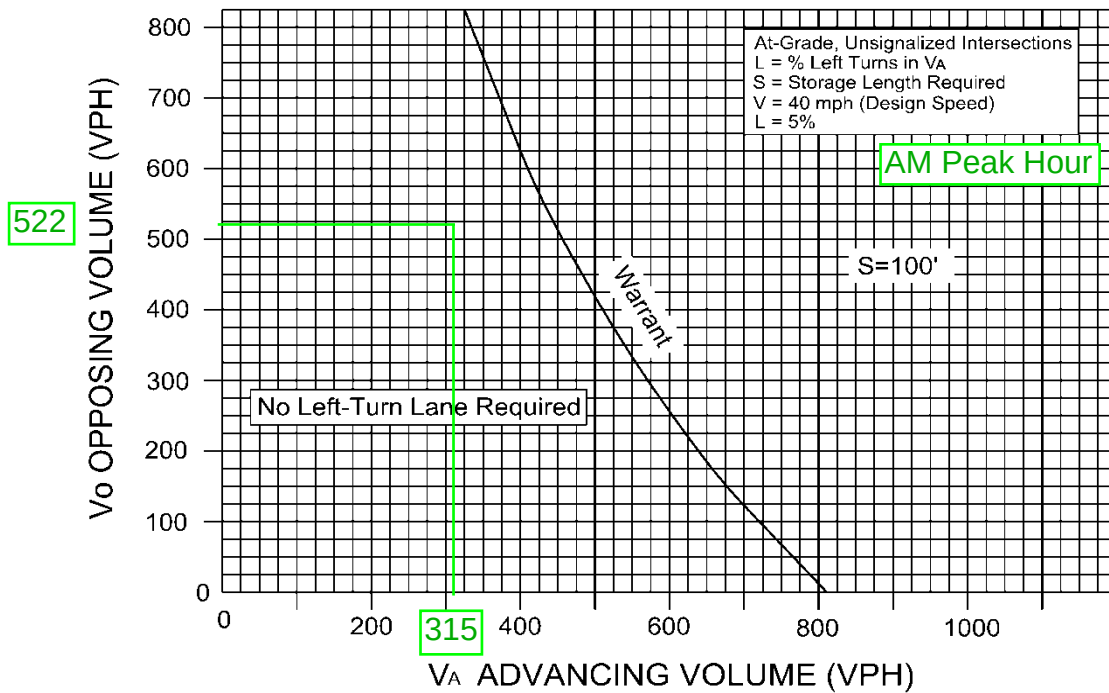


FIGURE 3-5

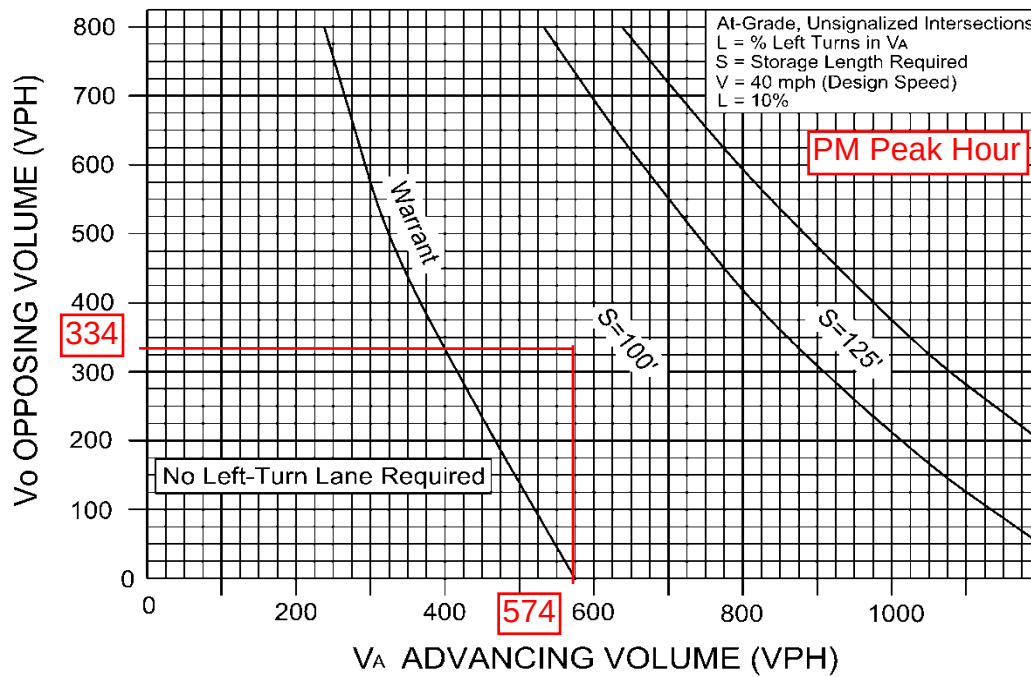
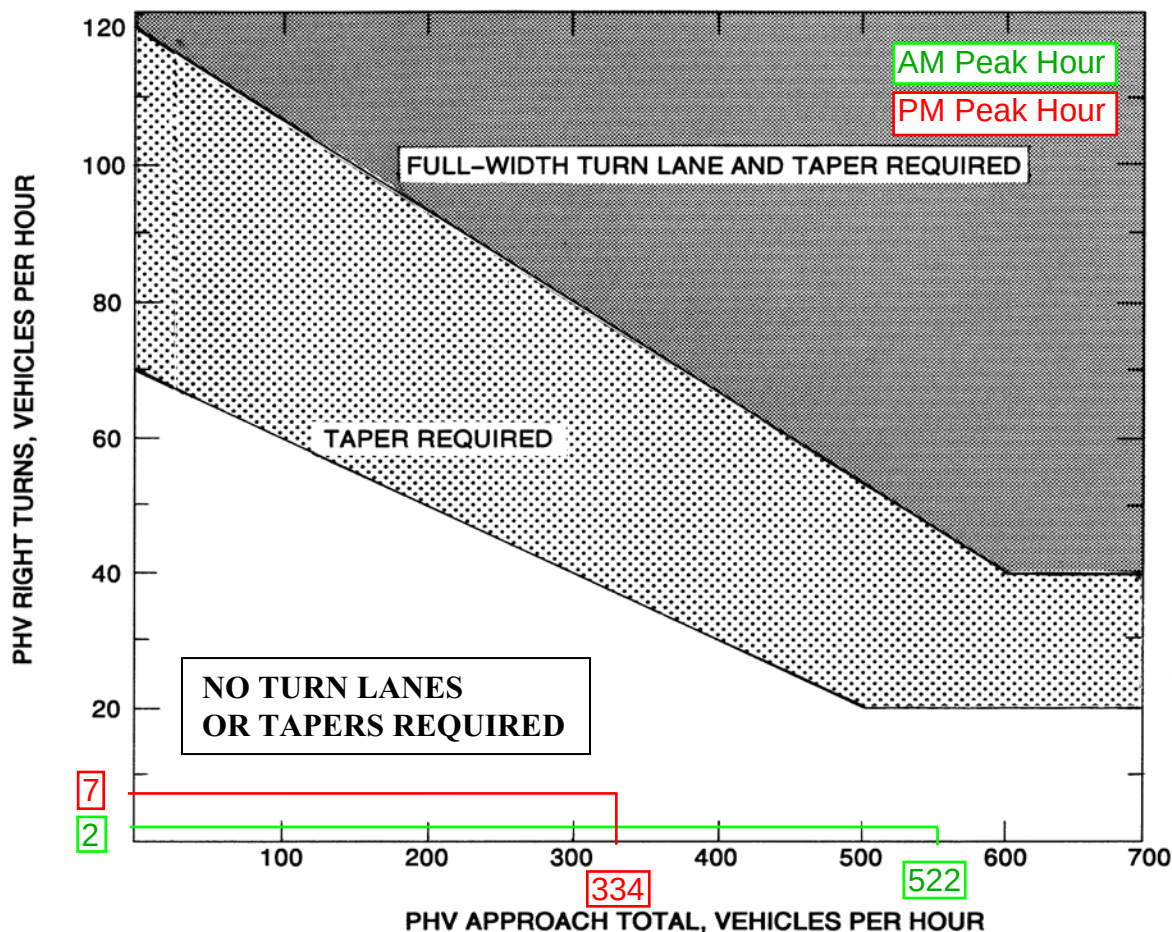


FIGURE 3-6



Appropriate Radius required at all Intersections and Entrances (Commercial or Private).

LEGEND

PHV - Peak Hour Volume (also Design Hourly Volume equivalent)

Adjustment for Right Turns

For posted speeds at or under 45 mph, PHV right turns > 40, and PHV total < 300.

Adjusted right turns = PHV Right Turns - 20

If PHV is not known use formula: $PHV = ADT \times K \times D$

K = the percent of AADT occurring in the peak hour

D = the percent of traffic in the peak direction of flow

Note: An average of 11% for K x D will suffice.

When right turn facilities are warranted, see Figure 3-1 for design criteria.*

FIGURE 3-26 WARRANTS FOR RIGHT TURN TREATMENT (2-LANE HIGHWAY)

Ramey Kemp Associates

4343 Cox Road
Glen Allen, Virginia 23060

Signal Warrants - Summary

Major Street Approaches

Eastbound: Piedmont Drive

Number of Lanes: 1

Approach Speed: 40

Total Approach Volume: 1,549

Westbound: Piedmont Drive

Number of Lanes: 1

Approach Speed: 40

Total Approach Volume: 1,547

Minor Street Approaches

Northbound: Banks Lane

Number of Lanes: 1

Total Approach Volume: 81

Southbound: Chancellor Park Drive

Number of Lanes: 1

Total Approach Volume: 270

Warrant Summary (Urban values apply.)

Warrant 1 - Eight Hour Vehicular Volumes Not Satisfied

Warrant 1A - Minimum Vehicular Volume Not Satisfied

Required volumes reached for 0 hours, 8 are needed

Warrant 1B - Interruption of Continuous Traffic Not Satisfied

Required volumes reached for 1 hours, 8 are needed

Warrant 1 A&B - Combination of Warrants Not Satisfied

Required volumes reached for 0 hours, 8 are needed

Warrant 2 - Four Hour Volumes Not Satisfied

Number of hours (0) volumes exceed minimum < minimum required (4).

Warrant 3 - Peak Hour Not Satisfied

Warrant 3A - Peak Hour Delay Not Satisfied

Total approach volumes and delays on minor street do not exceed minimums for any hour.

Warrant 3B - Peak Hour Volumes Not Satisfied

Volumes do not exceed minimums for any hour.

Warrant 4 - Pedestrian Volumes Not Satisfied

Required 4 Hr pedestrian volume reached for 0 hour(s) and the single hour volume for 0 hour(s)

Warrant 5 - School Crossing Not Satisfied

Number of gaps > .0 seconds (0) exceeds the number of minutes in the crossing period (0).

Warrant 6 - Coordinated Signal System Not Satisfied

No adjacent coordinated signals are present

Warrant 7 - Crash Experience Not Satisfied

Number of accidents (-1) is less than minimum (5). Volume minimums are not met.

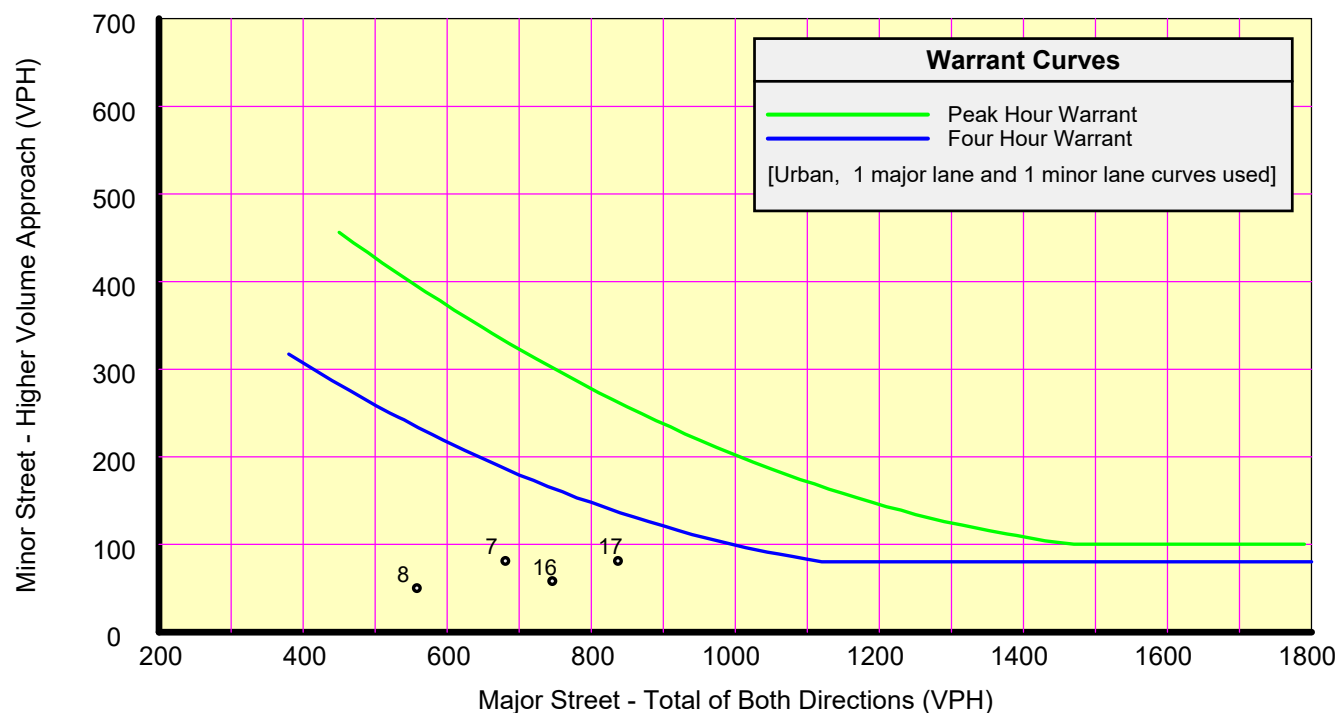
Warrant 8 - Roadway Network Not Satisfied

Major Route conditions not met. No volume requirement met.

Ramey Kemp Associates

4343 Cox Road
Glen Allen, Virginia 23060

Signal Warrants - Summary



Analysis of 8-Hour Volume Warrants:

Hour Begin	Major Total	Higher Minor Vol	Dir	War-1A			War-1B			War-1A&B		
				Major Crit	Minor Crit	Meets?	Major Crit	Minor Crit	Meets?	Major Crit	Minor Crit	Meets?
00:00	0	0	NB	500-No	150-No	---	750-No	75-No	---	600-No	120-No	---
01:00	0	0	NB	500-No	150-No	---	750-No	75-No	---	600-No	120-No	---
02:00	0	0	NB	500-No	150-No	---	750-No	75-No	---	600-No	120-No	---
03:00	0	0	NB	500-No	150-No	---	750-No	75-No	---	600-No	120-No	---
04:00	0	0	NB	500-No	150-No	---	750-No	75-No	---	600-No	120-No	---
05:00	0	0	NB	500-No	150-No	---	750-No	75-No	---	600-No	120-No	---
06:00	14	5	NB	500-No	150-No	---	750-No	75-No	---	600-No	120-No	---
07:00	681	81	SB	500-Yes	150-No	Major	750-No	75-Yes	Minor	600-Yes	120-No	Major
08:00	558	50	SB	500-Yes	150-No	Major	750-No	75-No	---	600-No	120-No	---
09:00	21	5	NB	500-No	150-No	---	750-No	75-No	---	600-No	120-No	---
10:00	24	6	NB	500-No	150-No	---	750-No	75-No	---	600-No	120-No	---
11:00	25	6	NB	500-No	150-No	---	750-No	75-No	---	600-No	120-No	---
12:00	27	6	NB	500-No	150-No	---	750-No	75-No	---	600-No	120-No	---
13:00	29	6	NB	500-No	150-No	---	750-No	75-No	---	600-No	120-No	---
14:00	32	6	NB	500-No	150-No	---	750-No	75-No	---	600-No	120-No	---
15:00	35	6	NB	500-No	150-No	---	750-No	75-No	---	600-No	120-No	---
16:00	746	58	SB	500-Yes	150-No	Major	750-No	75-No	---	600-Yes	120-No	Major
17:00	837	81	SB	500-Yes	150-No	Major	750-Yes	75-Yes	Both	600-Yes	120-No	Major
18:00	42	4	NB	500-No	150-No	---	750-No	75-No	---	600-No	120-No	---
19:00	25	3	NB	500-No	150-No	---	750-No	75-No	---	600-No	120-No	---
20:00	0	0	NB	500-No	150-No	---	750-No	75-No	---	600-No	120-No	---
21:00	0	0	NB	500-No	150-No	---	750-No	75-No	---	600-No	120-No	---
22:00	0	0	NB	500-No	150-No	---	750-No	75-No	---	600-No	120-No	---
23:00	0	0	NB	500-No	150-No	---	750-No	75-No	---	600-No	120-No	---

Project: Saddle Creek - Spotsylvania County, VA
 Date: 13-Aug-20

Existing 2020 Counts												
	EB (Piedmont Drive)			WB (Piedmont Drive)			NB (Banks Lane)			SB (Chancellor Park Drive)		
Start Time	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
6:00	0	0	0	0	0	0	0	0	0	0	0	0
7:00	145	347	0	0	130	162	0	0	0	73	0	86
8:00	47	333	0	0	129	49	0	0	0	48	0	40
9:00	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0
12:00	0	0	0	0	0	0	0	0	0	0	0	0
13:00	0	0	0	0	0	0	0	0	0	0	0	0
14:00	0	0	0	0	0	0	0	0	0	0	0	0
15:00	0	0	0	0	0	0	0	0	0	0	0	0
16:00	47	234	0	1	378	59	0	0	1	55	0	36
17:00	39	272	0	1	406	62	0	0	0	77	0	60
18:00	0	0	0	0	0	0	0	0	0	0	0	0
19:00	0	0	0	0	0	0	0	0	0	0	0	0
Total	278	1,186	0	2	1,043	332	0	0	1	253	0	222

1.051

No-Build (2025) Volumes												
	EB (Piedmont Drive)			WB (Piedmont Drive)			NB (Banks Lane)			SB (Chancellor Park Drive)		
Start Time	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
6:00	0	0	0	0	0	0	0	0	0	0	0	0
7:00	152	365	0	0	137	170	0	0	0	77	0	90
8:00	49	350	0	0	136	51	0	0	0	50	0	42
9:00	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0
12:00	0	0	0	0	0	0	0	0	0	0	0	0
13:00	0	0	0	0	0	0	0	0	0	0	0	0
14:00	0	0	0	0	0	0	0	0	0	0	0	0
15:00	0	0	0	0	0	0	0	0	0	0	0	0
16:00	49	246	0	1	397	62	0	0	1	58	0	38
17:00	41	286	0	1	427	65	0	0	0	81	0	63
18:00	0	0	0	0	0	0	0	0	0	0	0	0
19:00	0	0	0	0	0	0	0	0	0	0	0	0
Total	292	1246	0	2	1096	349	0	0	1	266	0	233

[illegible][illegible]

Primary Trip Assignment												
	EB (Piedmont Drive)			WB (Piedmont Drive)			NB (Banks Lane)			SB (Chancellor Park Drive)		
Start Time	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
6:00	0	0	2	19	0	0	2	3	16	0	0	0
7:00	0	0	4	33	0	0	4	5	27	0	0	0
8:00	0	0	3	30	0	0	3	5	25	0	0	0
9:00	0	0	2	21	0	0	2	3	18	0	0	0
10:00	0	0	3	24	0	0	3	3	20	0	0	0
11:00	0	0	3	25	0	0	3	3	23	0	0	0
12:00	0	0	3	27	0	0	3	3	25	0	0	0
13:00	0	0	3	29	0	0	3	3	27	0	0	0
14:00	0	0	4	32	0	0	4	2	31	0	0	0
15:00	0	0	4	35	0	0	4	2	34	0	0	0
16:00	0	0	5	44	0	0	5	1	44	0	0	0
17:00	0	0	5	43	0	0	5	0	43	0	0	0
18:00	0	0	4	35	0	0	4	0	35	0	0	0
19:00	0	0	3	25	0	0	3	0	25	0	0	0
Total	0	0	47	424	0	0	47	33	394	0	0	0

[illegible]

Build 2025 Volumes												
	EB (Piedmont Drive)			WB (Piedmont Drive)			NB (Banks Lane)			SB (Chancellor Park Drive)		
Start Time	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
6:00	0	0	2	14	0	0	2	3	16	0	0	0
7:00	152	376	2	16	137	170	4	5	27	81	0	95
8:00	49	350	3	23	136	51	3	5	25	50	0	42
9:00	0	0	2	21	0	0	2	3	18	0	0	0
10:00	0	0	3	24	0	0	3	3	20	0	0	0
11:00	0	0	3	25	0	0	3	3	23	0	0	0
12:00	0	0	3	27	0	0	3	3	25	0	0	0
13:00	0	0	3	29	0	0	3	3	27	0	0	0
14:00	0	0	4	32	0	0	4	2	31	0	0	0
15:00	0	0	4	35	0	0	4	2	34	0	0	0
16:00	49	246	6	54	397	62	5	1	45	58	0	38
17:00	41	286	7	62	448	65	5	0	37	81	0	63
18:00	0	0	5	42	0	0	4	0	35	0	0	0
19:00	0	0	3	25	0	0	3	0	25	0	0	0
Total	292	1,257	48	431	1,118	349	47	33	388	270	0	238

Spotsylvania County Planning Commission

DRAFT

Board Room – Holbert Building, 9104 Courthouse Road, Spotsylvania VA 22553

MINUTES: June 16, 2021

Call to Order: Ms. Maddox called the meeting to order at 7:00 p.m.

Members Present:

Mary Lee Carter	Lee Hill
Jennifer Maddox	Berkeley
Richard Thompson	Courtland
Dr. Raymond Bell	Salem
Jacob Lane	Livingston
Gerald Childress	Chancellor
Travis Bullock	Battlefield

Members Absent: Jacob Lane Livingston

Staff Present:

Paulette Mann, Planning Commission Secretary
B. Leon Hughes, AICP, Director of Planning & Zoning
Kimberly Pomatto, CZA, Deputy Director of Planning & Zoning
Alexandra Spaulding, Senior Assistant County Attorney
Brad Robinson, CZA, Planner II
Shannon Fennell, Planner III
Jacob Pastwik, AICP, Planner III
Phil Sullivan, Deputy Fire Marshal

Announcements: Mr. Hughes updated the Commission on upcoming cases, what's on the TRC agendas and community meetings.

Review and approval of minutes

Motion and vote: On a motion by Mr. Thompson seconded by Mr. Childress, the Commission voted to approve the minutes of May 19, 2021.

VOTE:

Ayes: 6 Dr. Bell, Ms. Carter, Mr. Bullock, Ms. Maddox, Mr. Thompson and Mr. Childress
Nays: 0
Absent: 0
Abstain: 0

Unfinished Business: None

Rezoning

R20-0008 Linda C. Curtis and Leigh Ann Curtis-Chapman (Rappahannock Development Group, LLC): Requests a rezoning of three (3) parcels consisting of approximately 48.42 acres from Residential 1 (R-1) to Planned Development Housing 3 (PDH-3) with proffers for the development of 101 single family detached dwelling units. The properties are located on the south side of Piedmont Drive (Route 673) approximately 0.4 miles from its intersection with Harrison Road (Route 620). The properties are addressed as 11501 Piedmont Drive, 11513 Piedmont Drive, and 6020 Harrison Road. The properties are located within the Primary Development Boundary. The properties are designated for Low Density Residential on the Future Land Use Map of the Comprehensive Plan. Tax parcels 22 (A) 103, 22 (11) 4B, 22 (11) 5. Salem Voting District.

Ms. Fennell presented the case. The applicant proposes to rezone the subject parcels from Residential 1 District (R-1) to the Planned Development Housing 3 District (PDH-3) with proffers. If approved, the applicant will develop 101 single-family detached homes, with a density of 2 dwelling units per acre. Staff notes that the density proposed with the Saddle Creek development is marginally less than the density of adjacent existing subdivisions.

The project will be served by a public road network, as all subdivision streets will be public and connect to Piedmont Drive and Huntington Meadows Lane both of which are public right of ways and maintained by VDOT. Initial entrance designs included a left turn lane in to the property on Piedmont; however, concerns were raised regarding the close proximity to the Piedmont Drive and Chancellor Park Drive intersection and potential safety concerns lead the applicant to investigate the possibility of incorporating what is currently Banks Lane into the development as the primary access off Piedmont Drive with a traffic signal. Upon further study it was determined by VDOT that that conceptual intersection did not meet VDOT's signal warrants. As a result, the entrance design is a one lane roundabout, adjoining the entrance at Piedmont Drive Opposite Chancellor Park Drive in the hopes of mitigating this development's impact on the County's transportation facilities and its neighbors. As proposed the roundabout would significantly improve the existing traffic conditions decreasing the Levels of Service (LOS) from D and E for northbound left/right turning movements and southbound left turning movements (respectively) to and overall LOS B during the AM peak and LOS A during the PM peak. A variable width of right of way must be dedicated along Piedmont Drive to provide for the proposed road improvements. Upon further review of the proposed improvements and a title report for Banks Lane, it was discovered by the applicant that there was no evidence of any fee simple conveyance of the approximately 670-foot private road known as Banks Lane. Therefore, in order to construct the roundabout as proposed and dedicate to VDOT for acceptance into the Commonwealth's Secondary Highway System, the applicant requests the County to condemn the area currently known as Banks Lane and as identified on the proffered exhibits.

Should the Board of Supervisors approve the rezoning and decide to condemn Banks Lane the roundabout improvement will serve as a public facility and mitigate the proposal's impact on the County's transportation facilities and its neighbors. The roundabout will serve as the primary entrance for the Saddle Creek development and seven (7) other existing residential properties. If the rezoning is approved, the applicant will enter into an agreement with the County regarding the

potential condemnation. The draft agreement is incorporated by reference in the applicant's proffer statement and identifies terms and conditions related to the potential condemnation process.

Based on County projections the development will generate an estimated 210 new residents (above the by-right use) with 40 being school-aged children at full build out (18 elementary school students, 9 middle school students, and 13 high school students). The new students from the development will attend Battlefield Elementary, Chancellor Middle and Chancellor High Schools. As of October 1, 2020 and current school district boundaries, there is existing capacity in the elementary and high schools to accommodate the projected students. Currently, Chancellor Middle School has capacity for 7 additional students, and the projected 9 middle school students will cause enrollment to exceed capacity by 2 students. Currently, there are no Capital Improvement projects for the Chancellor Middle School; however, to mitigate the projected impact the applicant has offered a cash contribution of \$130,000.13 towards a future school expansion project.

Ms. Fennell discussed the following findings:

In Favor:

- A. The proposal is consistent with the intent of the Primary Development Boundary by having more intense development occur within the Primary Development Boundary.
- B. The proposal is consistent with the Comprehensive Plan with respect to the Guiding Principles and Policies of Spotsylvania County of being a family friendly community, and comports with the idea of contributing to the mix of units in support of a growing diverse housing stock to accommodate housing needs for all stages of life.
- C. The density as proposed with the Saddle Creek development is less than the density of adjacent existing subdivisions, Battlefield Green, Dominion Green, Huntington Meadows, Jackson Meadows, Willow Pond and Chancellor Park (sections 1-3) as the densities of these developments range from 2.2 dwelling units per acre to 3.0 dwelling units per acre.
- D. The proposed development also integrates quality open space into the design in excess of zoning district requirements, while incorporating and protecting environmentally sensitive features.
- E. The County's Fiscal Impact model projects a net positive annual fiscal benefit at build out.
- F. The applicant has proffered \$138,531.60 in cash contributions to mitigate the impacts of the development on public safety and schools.
- G. The applicant has proffered aggregate sum of \$56,024.04 towards the VDOT Safe Routes to School Program for sidewalks along Chancellor Park Drive which will improve pedestrian safety.
- H. The applicant will provide pedestrian connectivity throughout the site connecting Piedmont Drive, Scott Drive, Huntington Meadows Lane and Harrison Road; the proposed 10-foot paved multi-use trail from Scott Drive to Harrison Road will be dedicated to the County as a future connection point to the VCR Trail.
- I. The applicant will construct a roundabout at the Piedmont Drive/Chancellor Park Drive/Saddle Creek Drive intersection, which will mitigate not only the project's

impacts to the County's Transportation network but also address existing traffic safety concerns at the Piedmont/Chancellor intersection.

- J.** The applicant will connect to Huntington Meadows Lane, using the existing interparcel connection; this will allow traffic to reach Leavells Road without utilizing the Piedmont Drive/Harrison Road intersection or the Harrison Road/Salem Church Road/Leavells Road intersections.
- K.** The applicant has proffered \$200,000 to mitigate impacts of this development on the Harrison Road, Salem Church and Leavells Road intersection

Against:

- A.** The development will contribute to some additional traffic at the Harrison Road/Salem Church Road/Leavells Road intersection which could temporarily degrade LOS at the intersection from existing before the \$6.1 Million Smart Scale project is completed in 2026.
- B.** The projected population for the Saddle Creek development will have an impact on the County's Recreational Facilities; however, no mitigation for parks and recreation impacts have been proposed.

The Comprehensive Plan Guiding Principles and Policies support a diverse housing inventory that can accommodate the housing needs for all stages of life. This diversity includes small to larger single family homes as part of this inventory. This projects comports with this goal by providing housing on smaller lots to provide a compact, walkable residential community. This project is within the Primary Development Boundary and consistent with respect to the proposed density and parcel sizes of adjacent existing subdivisions. The proposed development also integrates quality open space into the design in excess of zoning district requirements, and provides pedestrian connectivity throughout the site and to adjacent subdivisions. The County's FIA model projects a net positive annual fiscal benefit at build out of the project. The applicant has proffered cash contributions totaling \$394,555.64 to mitigate the development's impacts on public safety, transportation and schools. The project's transportation improvements include the dedication of off-site right of way, the construction of a roundabout at the Piedmont/Chancellor Park Drive/Saddle Creek Drive intersection, right away along Piedmont Drive, and a cash contribution toward the Salem Church Rd, Leavells Rd, and Harrison Rd intersection, which not only assist in mitigating the project's impacts but also assist in addressing existing traffic safety issues. Given the Findings in Favor and reasons noted in the conclusion, Staff recommends approval of the rezoning request with the proffered conditions dated May 28, 2021.

Mr. Thompson asked for clarification about the condemnation of Banks Lane.

Ms. Fennell explained that no one owns Banks Lane and there is no owner of record for the road.

Ms. Maddox opened the public hearing.

Applicant, Charlie Payne: He provided a PowerPoint presentation to the Planning Commission and stated that Banks Lane is not owned by anyone hence the traffic circle and interparcel connection to Huntington Meadows.

Denies Hamilton: She stated that in October she was t-boned by a high school student. She stated she has concerns about additional accidents occurring. Ms. Hamilton stated that crosswalks are great but many people have no regard for pedestrians and suggested big flashing lights like what is near UMW.

Nick Adams: He stated he has concerns about the speed on Piedmont Drive. He alerted folks that you cannot see the flashing school sign unless you are right up on it because of overgrown vegetation. He stated he has concerns about the roundabout because no one knows how to successfully navigate them. He is excited about the trails.

Matthew Misner: He stated he echoes many comments already raised. He expresses his concerns about getting in and out of his driveway. He is in favor of the roundabout.

Jason Aldridge: He advised that he agrees with everything already said but has concerns about construction during rush hour times.

Ms. Mann read letters submitted to her on the case.

Raymond Carney: He has concerns about the number of students this will add, the number of cars, lack of transportation improvements, and affordable housing.

Jacquay Manos: She expressed concerns about the volume of traffic the proposal will create. Additionally, her concerns are about noise, traffic, congestion, car fumes, and accidents.

Earl Smith: He stated that he has major concerns regarding traffic, fumes created carbon monoxide, construction dust and dirt.

Renee LeMay: She raised concerns about traffic, overcrowding at Chancellor High School, and the potential for adding trailers to schools.

Glenn Summers: He expressed her concerns regarding the installation of a traffic circle and the ability to safely navigate during school arrivals, dismissals and special events. He also has concerns about traffic.

Applicant, Charlie Payne: He stated that the development didn't warrant a light and the roundabout is their solution for speed and safer traffic movement. The improvements they are making bring the level of service from a D to a B in the AM peak, and from an E to an A in the PM peak. He stated that he feels the neighbors will be better off with these additions.

Ms. Maddox inquired about the applicant's timeline.

Mr. Payne stated that these would be built and completed within 3-5 years.

Ms. Maddox closed the public hearing.

Motion and vote: Ms. Maddox made a motion, seconded by Mr. Childress to approve the rezoning with proffers dated May 28, 2021. The motion passed 5-1 with Mr. Thompson voting no.

SUP21-0002 - Gilman Land and Timber LLC (Cellco Partnership): Requests a special use permit for a 195-foot monopole communication tower with a 4-foot lightning rod, for a total of 199 feet in height, on an approximately 91.76-acre parcel zoned Rural (RU) District. The property is located on the south side of Guinea Station Road (Route 607) approximately 706 feet east of Flipppo Drive (Route 634) and approximately 1,500 feet west of the Caroline County line. The property is addressed as 3800 Guinea Station Road and identified as Tax Parcel 64-A-3. The property is designated as Rural Residential on the Future Land Use Map of the Comprehensive Plan. Berkeley Voting District.

Ms. Fennell presented the case. The telecommunications facility is proposed in the northernmost section of the approximately 91.76-acre parcel currently zoned Rural (RU) District. The subject parcel is a vacant heavily wooded parcel with a large swamp at the southwest corner and a 200-foot Dominion Power easement running diagonally from the northwestern corner to the southeastern corner. The subject parcel is bordered to the north by single family residential properties in the Nyland Subdivision and Nyland Estates, with the closes residence being approximately 450-feet from the tower. The Nyland Subdivision and Nyland Estates residential lots that are adjacent to the subject parcel are zoned RU and range in size from 1 to 5 acres. To the west the subject parcel is bordered by a large single family detached residential lot and to the east and to the south by large heavily wooded vacant parcels, all zoned RU.

As proposed the 195-foot monopole communication tower will be topped by a 4-foot lightning rod, for a total of 199 feet in height. The Generalized Development Plan (GDP) depicts that the tower will be located within a 2,500 square foot compound that will be constructed approximately 180 feet from the ultimate right of way of Guinea Station Road. A 7-foot tall chain link fence topped with 12 inches of barbed wire as an anti-climbing device is shown surrounding the proposed compound. The site will be accessed through a proposed 12-foot wide private access road from Guinea Station Road (Route 607). The GDP also depicts approximately 0.16 acres (6,970 square feet) to be dedicated for future right of way. The proposed tower is located approximately 356 feet from the eastern property line, approximately 5,703 feet from southern property line, approximately 419 feet from the western property line and approximately 211 feet from the proposed property line (upon dedication of the future right of way) along Guinea Station Road. Based on the images from the balloon test, the top portion of the tower will be visible approximately 1,198 feet east, approximately 1,171 feet northwest, and approximately 3,607 feet south of the site. Guinea Station Road is part of a designated Civil War Trail and is recognized as a Scenic Byway. In an attempt to provide screening at the ground level, protecting the view shed; the applicant shows a 30-foot

street buffer, consisting of existing vegetation, along Guinea Station Road which exceeds the required 15-foot street buffer. In addition to the street buffer which is along the property's frontage, the GDP also depicts a 100-foot vegetation preservation buffer surrounding the proposed lease area and compound which will remain undisturbed and will be allowed to naturally reforest with the exception of the 20-foot wide access road that is also identified on the GDP.

The applicant's GDP depicts the proposed antennas for Verizon located at a height of 192-feet above ground level (AGL) and allows for at least four future co-locations at 180-feet, 170-feet, 160-feet, and 150-feet AGL respectively. The height of the monopole was determined by the applicant to be the lowest possible height that will eliminate current network deficiencies and provide state of the art capacity for its voice and data services. Prior to determining that a new facility was necessary to satisfy its service objective, the applicant considered co-location on a Dominion Virginia Power structure. Verizon determined the facility was not structurally capable of supporting the antenna or equipment and the facility would not enable Verizon to satisfy its service objectives.

Ms. Fennell discussed the following findings:

In Favor:

- The proposal is consistent with the Comprehensive Plan with respect to encouraging the provision of fiber optic cable and other technological infrastructure throughout the Primary Development Boundary, and to the extent feasible, the County as a whole.
- The proposal satisfies all of the Special Use standards of review as established in Sec.23-4.5.7 of the County's Zoning Ordinance.
- The proposal will enhance telecommunication coverage and products available for citizens and tourists.
- The proposal will encourage the retention and expansion of existing rural business operations.
- Proposed right-of-way dedication is favorable for future road improvements.
- Vegetative screening is expected to reduce the immediate visibility of the tower site from ground level when factoring in the 30' vegetative buffer along Guinea Station Road and tree preservation and reforestation in prior cleared areas within the lease area and outside of the actual tower compound. This is a favorable mitigation considering Guinea Station Road as a Civil War Trail, Scenic Byway, and within the Rural Residential land use area.

Against:

- Height of tower will inevitably exceed the height of the natural tree canopy and is expected to be visible from some vantage points generally in close proximity to the site as exhibited by the project renderings resulting from prior balloon flights.

The Planning Commission must review the proposal in accordance with the Code of Virginia, Sec. 15.2-2232 to determine whether the facility's location, character, and extent are substantially in accord with the Comprehensive Plan. Based on staff's analysis, the proposal is substantially in accord with the Comprehensive Plan and staff recommends approval of the request.

Should the Commission find the proposal in substantial accord with the Comprehensive plan and recommend approval, staff recommends the following conditions:

1. The telecommunications tower and compound shall be developed in conformance with the Generalized Development Plan titled “Verizon, Site Name: Claiborne, 3800 Guinea Station Road Fredericksburg, VA 22408, Spotsylvania County” dated April 11, 2019 and last revised, May 10, 2021.
2. The final site design and operation of the facility must be in compliance with all other standards outlined in Sec. 23-7A.4.1 of the Code, except that Sec. 23-7A.4.1.12 is modified to not require the applicant to post a performance bond and Sec. 23-7A.4.1.10 is inapplicable.
3. If the operation of this site causes any interference to surrounding broadcast television receivers, amateur radio operations, or County radio system operations, the owner, applicant or its successors-in-interest shall investigate the complaint, work with the Spotsylvania County Cable TV and Telecommunications Commission to determine remediation, and correct the problem, if it is found to be the fault of one of the tower vendors, within thirty (30) days of receipt of written notice of the interference complaint to the County.
4. The variable width right of way along Guinea Station Road (Route 607), as identified on the GDP, will be dedicated to the County as part of the site plan review and approval process for the telecommunications facility, in accordance with the applicable County requirements and procedures.
5. The 100-foot vegetation preservation buffer as depicted on sheet Z-2 of the GDP will remain undisturbed and will be allowed to naturally reforest with the exception of the 20-foot wide access road as identified on the GDP.

Ms. Maddox opened the public hearing.

Ms. Maddox stated that the balloon test shows a lot and appreciate the pictures.

Applicant, Lisa Murphy: She discussed the proposal and the dense tree cover on the property. The tower will take up only 1% of the entire property. The tower will be 195 feet with a 4 ft. lightning rod and will be unlit.

Mr. Childress noted that the property is owned by a timber company. He inquired whether they plan to timber in the near future.

Ms. Murphy stated that the property has already been timbered and they will be reforesting around the tower.

Speaking if favor or opposition:

Ms. Mann stated that she received one letter in reference to this case.

Mr. & Mrs. Baigis: The letter expressed that they wish to be in partnership with Cellco to extend fiber optic connectivity to their planned homesite. They expressed that all residents impacted by the tower should gain access to high speed land line internet.

Applicant, Lisa Murphy stated that verizon wireless and the land lines are not conncted and they are located 356 feet from the proposed tower. This is not something they could provide to the Baigis family.

Ms. Maddox closed the public hearing.

Ms. Maddox stated that she receives calls all of the time of citizen's hoping for high speed internet.

Motion and vote: Ms. Maddox made a motion, seconded by Ms. Carter to find the request substantailly in accord with the comprehensive plan. The motion passed 6-0.

Motion and vote: Ms. Maddox made a motion, seconded by Ms. Carter to recommend approval of the proposal with the conditions listed below:

1. The telecommunications tower and compound shall be developed in conformance with the Generalized Development Plan titled "Verizon, Site Name: Claiborne, 3800 Guinea Station Road Fredericksburg, VA 22408, Spotsylvania County" dated April 11, 2019 and last revised, May 10, 2021.
2. The final site design and operation of the facility must be in compliance with all other standards outlined in Sec. 23-7A.4.1 of the Code, except that Sec. 23-7A.4.1.12 is modified to not require the applicant to post a performance bond and Sec. 23-7A.4.1.10 is inapplicable.
3. If the operation of this site causes any interference to surrounding broadcast television receivers, amateur radio operations, or County radio system operations, the owner, applicant or its successors-in-interest shall investigate the complaint, work with the Spotsylvania County Cable TV and Telecommunications Commission to determine remediation, and correct the problem, if it is found to be the fault of one of the tower vendors, within thirty (30) days of receipt of written notice of the interference complaint to the County.
4. The variable width right of way along Guinea Station Road (Route 607), as identified on the GDP, will be dedicated to the County as part of the site plan review and approval process for the telecommunications facility, in accordance with the applicable County requirements and procedures.

5. The 100-foot vegetation preservation buffer as depicted on sheet Z-2 of the GDP will remain undisturbed and will be allowed to naturally reforest with the exception of the 20-foot wide access road as identified on the GDP.

The motion passed 6-0.

Amendment:

CA21-0003: Spotsylvania County Planning Commission, Ordinance No. 21-181: Proposed amendments to the Code of the County of Spotsylvania (“Code”), Chapter 23- Zoning, Article 5, Division 9- Off-Street Parking, and Chapter 23-Zoning, Article 6, Mixed Use (MU) District, as follows:

Chapter 23, Article 5: Division 9- Off-Street Parking

Sec. 23-5.9.3- Minimum Required Parking Spaces. Amendments are specific to residential parking standards. For multi-family dwelling units, remove minimum parking standard of 1.6 spaces per unit, replacing it with a per unit, bedroom-count-based, minimum standard as follows: 0-1 bedroom, 1 per unit and 1 visitor space in common area per 5 units; 2 bedrooms, 1.5 per unit and 1 visitor space in common area per 5 units; 3+ bedrooms, 2.0 per unit and 1 visitor space in common area per 5 units. For single family attached dwelling units, amend the current minimum parking standard of 2 spaces per unit, to require 2 onsite spaces per unit, and 1 visitor space in common area per 3 units. Garage or carport spaces cannot be counted toward minimum onsite parking. Amendments result in increased assurance of onsite spaces and provision for additional visitor spaces. For single family detached dwelling units, amend the current minimum parking standard of 2 spaces per unit, to require a minimum of 2 parking spaces per unit, specifying they both be onsite. Garage or carport spaces cannot be counted toward minimum onsite parking.

Chapter 23, Article 6: Division 28- Mixed Use (MU) District

Sec. 23-6.28.6- Parking. Amendments are specific to residential parking standards. For multi-family dwelling units, as a clean-up item to consolidate parking standards into two cells within the minimum parking spaces table. A substantive amendment specific to provision of minimum parking for dwelling, multi-family, units of 0-1 bedrooms removes standard of .75 per unit +1 visitor per 5 units to 1 per unit and 1 visitor per 5 units in common area. Minimum parking standards for 2 bedroom and 3+ bedroom units remain unchanged but specify parking spaces are to be located in common area. For single family attached dwelling units, a new parking standard has been introduced to address the land use and matches standard established in the General Development Standards applicable to other Zoning Districts. As a new standard within the Mixed Use Zoning District, single family attached dwelling units now requires a minimum 2 onsite spaces per unit, and 1 visitor space per 3 units in common area. Garage or carport spaces cannot be counted toward minimum onsite parking. For single family detached dwelling units, the new standard removes reference to “and two family”, and clarifies the minimum parking standard to require a minimum 2 onsite spaces per unit, replacing 2 per unit. Garage or carport spaces cannot be counted toward minimum onsite parking.

Sec. 23-6.28.7- Streets and Blocks. Specific to subsection (a), the text amendment is meant to clarify language to apply to “both new and existing streets” as opposed to “both new streets and existing streetscapes”. Specific to subsection (c) the existing Mixed Use Street Types and Lane Dimensions Table would be removed and replaced to require road configurations better suited to accommodate large vehicles including delivery trucks, moving trucks, and fire, rescue, emergency management equipment. The revised table has been reorganized and font size increased for easier interpretation. Revisions to the aforementioned table include: No parking streets and new alley standard clarify that no parking streets and no parking alleys include no parking signs. Alley standards with no parking require an 18’ travelway; provision for no parking streets with one-way movement include one 18’ lane or two 10’ lanes, replacing standard of one 10’ or two 8’ lanes; two-way movement no parking streets include two 10’ lanes, replacing two 9’ lanes. Yield parking streets are removed. Parking one side parallel street standard specifies need for no parking signs on opposite side of street where parking not intended. Amendments to street standards for parking one side streets include: a single 18’ travel lane for one-way movement with 8’ parallel parking space, replacing one 9’ lane with 7’ parallel parking space. For two lane divided two-way movement to require 16’ travel lanes with 8’ wide parallel parking spaces, replacing 11’ travel lane with 7’ width parallel parking spaces. For streets with parallel parking on both sides and one-way movement, travelway of 18’ with 8’ wide parallel parking spaces on either side of street proposed to replace travelway of 9’ with two 7’ wide parallel parking spaces on either side of street. For streets with diagonal parking in all instances the diagonal space standard would be increased to 20’, replacing 16.5’ to accommodate larger vehicles and reduce travelway intrusion. Parking access standards for connector roads between parking lots remove 10’ wide single lane two-way traffic standard with a one way 12’ lane standard. Two-way movement is accommodated with an existing 24’ wide standard to remain. All other Mixed Use Streets standards remain within the reorganized table format.

Mr. Pastwik presented the case. Planning staff, working with County Fire, Rescue, and Emergency Management (FREM), Transportation and Zoning have drafted proposed changes to the County Zoning ordinance meant to address parking capacity and travel way width concerns raised by FREM recently. These amendments are expected to create easier to navigate neighborhoods for emergency services, citizens, visitors, delivery and moving trucks, and reduce frequency of parking along roads with dimensions that are not conducive or intended for on street parking. County FREM has raised concerns about some of the County Mixed-Use(MU) road standards providing insufficient passable travel ways for emergency vehicles such as ladder trucks compounded by instances of insufficient availability of visitor parking resulting in parking along roads where vehicles ought not be parked. Mr. Phil Sullivan, FREM Division Chief was in attendance and available to provide “on the ground” insight. The proposed amendments are intended to address this two-fold issue. Parking revisions are expected to result in additional parking availability in single family attached communities where provision of adequate parking for visitors has proven to be problematic in some newer developments, particularly those developments zoned Mixed-Use(MU). Off-street parking standards have also been updated for

single family detached and multi-family. Though off-street parking standards for single family attached communities differ by locality, the proposed changes are not vastly different than other localities in Virginia. New Kent County employs a similar standard as proposed. The draft would increase the number of minimum parking spaces for single family attached/townhome communities from 2 spaces per unit, however only 1 such space must have convenient access to the dwelling unit, to 2 onsite spaces per unit, and 1 visitor space per 3 units in common area. Resulting from Planning Commission direction received at the April 21, 2021 Public Hearing Initiation, the draft specifies that garage or carport parking would not be counted toward the minimum parking standard. This change would appear as part of the Mixed Use (MU) parking standard as well as the General Development Standards for all other zoning districts that include single family attached. As part of the draft amendment, staff also proposes creating an equal standard for off-street parking for multi-family developments. At present the County has two separate standards. The first is located in Zoning Chapter 23, Article 5: Division 9- Off-Street Parking with application to all zoning districts where multi-family uses are permitted, except for the Mixed Use(MU) district where a separate standard exists. For Mixed Use(MU), multi-family parking standards are located in Chapter 23, Article 6: Division 28- Mixed Use (MU) District. Under the draft proposal, the multi-family parking standard presently adopted in the Mixed Use (MU) ordinance would also apply under General Development Standards applicable to all other Zoning Districts with multi-family uses. Staff asserts the Mixed Use(MU) standard is more favorable as it is bedroom count based as opposed to a single standard applied to any and all bedroom count projects. Specific details of the proposed amendments are outlined below: DRAFT Ordinance 23-181: Chapter 23, Article 5: Division 9- Off-Street Parking Sec. 23-5.9.3- Minimum Required Parking Spaces. Amendments are specific to residential parking standards. For dwelling, multi-family, remove minimum parking standard of 1.6 spaces per unit, replacing it with a per unit, bedroom-count-based, minimum standard as follows: 0-1 bedroom, 1 per unit and 1 visitor space in common area per 5 units; 2 bedrooms, 1.5 per unit and 1 visitor space in common area per 5 units; 3+ bedrooms, 2.0 per unit and 1 visitor space in common area per 5 units. For dwelling, single family attached, amend the current minimum parking standard of 2 spaces per unit, to require 2 onsite spaces per unit, and 1 visitor space per 3 units in common area, resulting in increased assurance of onsite spaces and provision for additional visitor spaces. For dwelling, single family detached, amend the current minimum parking standard of 2 spaces per unit, to require a minimum of 2 parking spaces per unit, specifying they both be onsite. For both single family detached and attached units, garage and carport spaces cannot be counted toward minimum onsite parking. DRAFT Ordinance 23-181: Chapter 23, Article 6: Division 28- Mixed Use(MU) District. Sec. 23-6.28.6- Parking. Amendments are specific to residential parking standards. For dwelling, multi family, as a clean-up item to consolidate parking standards into two cells within the minimum parking spaces table. A substantive amendment specific to provision of minimum parking for dwelling, multi-family, units of 0-1 bedrooms removes standard of .75 per unit +1 visitor per 5 units to 1 per unit and 1 visitor per 5 units in common area. Minimum parking

standards for 2 bedroom and 3+ bedroom units remain unchanged but specify parking spaces are to be located in common area. For dwelling, single family attached, a new parking standard has been introduced to address the land use and matches a standard established in the General Development Standards applicable to other Zoning Districts. As a new standard within the Mixed Use(MU) Zoning District, dwelling, single family attached now requires a minimum 2 onsite spaces per unit, and 1 visitor space in common area per 3 units. For dwelling, single family detached, the new standard removes reference to “and two family”, and clarifies the minimum parking standard to require a minimum 2 onsite spaces per unit, replacing 2 per unit. For both single family detached and attached units, garage and carport spaces cannot be counted toward minimum onsite parking. Sec. 23-6.28.7- Streets and Blocks. Specific to subsection (a), the text amendment is meant to clarify language to apply to “both new and existing streets” as opposed to “both new streets and existing streetscapes”. Specific to subsection (c) the existing Mixed Use(MU) Street Types and Lane Dimensions Table would be removed and replaced to require road configurations better suited to accommodate large vehicles including delivery trucks, moving trucks, and fire, rescue, emergency management equipment. The revised table has been reorganized and font size increased for easier interpretation. Revisions to the aforementioned table include: No parking streets and new alley standard clarify that no parking streets and no parking alleys include no parking signs. Alley standards with no parking require an 18’ travel way; provision for no parking streets with one-way movement include one 18’ lane or two 10’ lanes, replacing standard of one 10’ or two 8’ lanes; two-way movement no parking streets include two 10’ lanes, replacing two 9’ lanes. Yield parking streets are removed. Parking one side parallel street standard specifies need for no parking signs on opposite side of street where parking not intended. Amendments to street standards for parking one side streets include: a single 18’ travel lane for one-way movement with 8’ parallel parking space, replacing one 9’ lane with 7’ parallel parking space. For two lane divided two-way movement to require 16’ travel lanes with 8’ wide parallel parking spaces, replacing 11’ travel lane with 7’ width parallel parking spaces. For streets with parallel parking on both sides and one-way movement, travel way of 18’ with 8’ wide parallel parking spaces on either side of street proposed to replace travel way of 9’ with two 7’ wide parallel parking spaces on either side of street. For streets with diagonal parking in all instances the diagonal space standard would be increased to 20’, replacing 16.5’ to accommodate larger vehicles and reduce travel way intrusion. Parking access standards for connector roads between parking lots remove 10’ wide single lane two-way traffic standard with a one way 12’ lane standard. Two-way movement is accommodated with an existing 24’ wide standard to remain. All other Mixed Use(MU) Streets standards remain within the reorganized table format.

Staff recommends the Planning Commission approve CA21-0003, Ordinance No. 23-181- Mixed Use Streets and Residential Parking Standards.

Mr. Thompson inquired whether FREM was in agreement with the proposed.

Mr. Pastwik stated yes and Mr. Sullivan agreed.

Mr. Childress inquired if anything could be done regarding existing conditions of developments.

Mr. Sullivan stated that some developments have taken matters into their own hands to make the situation better. He stated that FREM fully endorses what Planning is doing here. He stated that they would be working with the existing developments as they see the issues in the field.

Ms. Carter inquired if the developments are willing to work with staff.

Mr. Sullivan stated yes, so far all have been positive encounters.

Mr. Childress thanked staff for a great job.

Motion and vote: Mr. Thompson made a motion, seconded by Mr. Bell to recommend approval of the amendment of the code. The motion passed 6-0.

Public Comment:

New Business:

Mr. Bullock apologized for missing the worksession portion of the meeting.

Adjournment

Motion and vote: On a motion by Mr. Thompson, seconded by Mr. Childress, the Commission voted to adjourn. The motion passed 6-0.

The meeting adjourned at 9:00 p.m.

(To: Display Advertising (Classified Section))

Please run the following ad on **Tuesday, July 13, 2021 and Tuesday, July 20, 2021** in the **Free Lance-Star**. with the usual format: bold border; Spotsylvania County seal; 2 columns wide; underline as shown; larger, darker print for underlined portions. (Ref. P O # 9518)

PUBLIC NOTICE

The Spotsylvania County Board of Supervisors will hold a public hearing at 6:00 p.m. on Tuesday, July 27 2021 in the Holbert Building located at 9104 Courthouse Road, Spotsylvania, Va. 22553, to consider the following:

Special Use Permit(s):

SUP21-0002 - Gilman Land and Timber LLC (Cellco Partnership): Requests a special use permit for a 195-foot monopole communication tower with a 4-foot lightning rod, for a total of 199 feet in height, on an approximately 91.76-acre parcel zoned Rural (RU) District. The property is located on the south side of Guinea Station Road (Route 607) approximately 706 feet east of Flippo Drive (Route 634) and approximately 1,500 feet west of the Caroline County line. The property is addressed as 3800 Guinea Station Road and identified as Tax Parcel 64-A-3. The property is designated as Rural Residential on the Future Land Use Map of the Comprehensive Plan. Berkeley Voting District.

Rezoning(s):

R20-0008 Linda C. Curtis and Leigh Ann Curtis-Chapman (Rappahannock Development Group, LLC): Requests a rezoning of three (3) parcels consisting of approximately 48.42 acres from Residential 1 (R-1) to Planned Development Housing 3 (PDH-3) with proffers for the development of 101 single family detached dwelling units. The properties are located on the south side of Piedmont Drive (Route 673) approximately 0.4 miles from its intersection with Harrison Road (Route 620). The properties are addressed as 11501 Piedmont Drive, 11513 Piedmont Drive, and 6020 Harrison Road. The properties are located within the Primary Development Boundary. The properties are designated for Low Density Residential on the Future Land Use Map of the Comprehensive Plan. Tax parcels 22 (A) 103, 22 (11) 4B, 22 (11) 5. Salem Voting District.

Amendment(s):

CA21-0002: Spotsylvania County Board of Supervisors, Ordinance No. 14-18: Proposed amendments to the Code of the County of Spotsylvania, Chapter 14 Article 1- Offenses and Miscellaneous, Section 10 – Camping and Use or Storage of Camping Equipment.

Amendments include the restructuring of the provision to create a definitions section in 10-14.1 and create a new section 10-14.2 that was the former 10-14.1, and amended as follows:

Chapter 14, Article 1-Section 10- Camping and Use or Storage of Camping Equipment

Section 10-14.1 of the proposed amendment includes the addition of the following defined terms:

Camper means a person or persons camping or utilizing a camping device or camp site for the purposes of camping or temporary occupancy.

Camping or Camping Event means to temporarily occupy a camping device or camp site, with or without a camping device.

Camping Device means any natural or man-made tent, tarp, lean-to, camping trailer, recreational vehicle, or similar device or structure, established or maintained and operated for purposes of temporary occupancy.

Camping devices must be in operable condition, inspected and registered by the Virginia Department of Motor Vehicles, if required.

Camping Device Storage means the placement of any camping device in a visible location when it is not actively in use. A stored camping device cannot be occupied or connected to a septic system. Any device that does not meet both those criteria will be considered occupied and treated accordingly.

Camp Site means any plot of ground used for purposes of temporary occupancy, with or without a camping device, or intended for exclusive occupancy by a camping device(s).

Section 14-10.2 – amends the provisions related to camping within the County to allow property owners, or person(s) authorized by the property owner, to camp on the property owner’s property provided that adequate sewage disposal is provided and any camping event which exceeds fourteen (14) days must obtain a temporary pump and haul permit from the Virginia Department of Health in accordance with the Code of Virginia 12VAC5-610-599.2. All camping events must be in compliance with all applicable state requirements. Sewage disposal into the public sewer system is prohibited. Temporary occupancy of a camping device must be in compliance with all applicable state requirements. Permanent occupancy of a camping device is not permitted. Property owners may store camping devices on their own property provided that any camping device regulated by the Virginia Department of Motor Vehicles is in operable condition, inspected, registered and owned by the property owner where the camping device is stored. Camping is an allowable use in all zoning districts within Spotsylvania County.

CA21-0003: Spotsylvania County Planning Commission, Ordinance No. 21-181: Proposed amendments to the Code of the County of Spotsylvania (“Code”), Chapter 23- Zoning, Article 5, Division 9- Off-Street Parking, and Chapter 23-Zoning, Article 6, Mixed Use (MU) District, as follows:

Chapter 23, Article 5: Division 9- Off-Street Parking

Sec. 23-5.9.3- Minimum Required Parking Spaces. Amendments are specific to residential parking standards. For multi-family dwelling units, remove minimum parking standard of 1.6 spaces per unit, replacing it with a per unit, bedroom-count-based, minimum standard as follows: 0-1 bedroom, 1 per unit and 1 visitor space in common area per 5 units; 2 bedrooms, 1.5 per unit and 1 visitor space in common area per 5 units; 3+ bedrooms, 2.0 per unit and 1 visitor space in common area per 5 units. For single family attached dwelling units, amend the current minimum parking standard of 2 spaces per unit, to require 2 onsite spaces per unit, and 1 visitor space in common area per 3 units. Garage or carport spaces cannot be counted toward minimum onsite parking. Amendments result in increased assurance of onsite spaces and provision for additional visitor spaces. For single family detached dwelling units, amend the current minimum parking standard of 2 spaces per unit, to require a minimum of 2 parking spaces per unit, specifying they both be onsite. Garage or carport spaces cannot be counted toward minimum onsite parking.

Chapter 23, Article 6: Division 28- Mixed Use (MU) District

Sec. 23-6.28.6- Parking. Amendments are specific to residential parking standards. For multi-family dwelling units, as a clean-up item to consolidate parking standards into two cells within the minimum parking spaces table. A substantive amendment specific to provision of minimum parking for dwelling, multi-family, units of 0-1 bedrooms removes standard of .75 per unit +1 visitor per 5 units to 1 per unit and 1 visitor per 5 units in common area. Minimum parking standards for 2 bedroom and 3+ bedroom units remain unchanged but specify parking spaces are to be located in common area. For single family attached dwelling units, a new parking standard has been introduced to address the land use and matches standard established in the General Development Standards applicable to other Zoning Districts. As a new standard within the Mixed Use Zoning District, single family attached dwelling units now requires a minimum 2

onsite spaces per unit, and 1 visitor space per 3 units in common area. Garage or carport spaces cannot be counted toward minimum onsite parking. For single family detached dwelling units, the new standard removes reference to “and two family”, and clarifies the minimum parking standard to require a minimum 2 onsite spaces per unit, replacing 2 per unit. Garage or carport spaces cannot be counted toward minimum onsite parking.

Sec. 23-6.28.7- Streets and Blocks. Specific to subsection (a), the text amendment is meant to clarify language to apply to “both new and existing streets” as opposed to “both new streets and existing streetscapes”. Specific to subsection (c) the existing Mixed Use Street Types and Lane Dimensions Table would be removed and replaced to require road configurations better suited to accommodate large vehicles including delivery trucks, moving trucks, and fire, rescue, emergency management equipment. The revised table has been reorganized and font size increased for easier interpretation. Revisions to the aforementioned table include: No parking streets and new alley standard clarify that no parking streets and no parking alleys include no parking signs. Alley standards with no parking require an 18’ travelway; provision for no parking streets with one-way movement include one 18’ lane or two 10’ lanes, replacing standard of one 10’ or two 8’ lanes; two-way movement no parking streets include two 10’ lanes, replacing two 9’ lanes. Yield parking streets are removed. Parking one side parallel street standard specifies need for no parking signs on opposite side of street where parking not intended. Amendments to street standards for parking one side streets include: a single 18’ travel lane for one-way movement with 8’ parallel parking space, replacing one 9’ lane with 7’ parallel parking space. For two lane divided two-way movement to require 16’ travel lanes with 8’ wide parallel parking spaces, replacing 11’ travel lane with 7’ width parallel parking spaces. For streets with parallel parking on both sides and one-way movement, travelway of 18’ with 8’ wide parallel parking spaces on either side of street proposed to replace travelway of 9’ with two 7’ wide parallel parking spaces on either side of street. For streets with diagonal parking in all instances the diagonal space standard would be increased to 20’, replacing 16.5’ to accommodate larger vehicles and reduce travelway intrusion. Parking access standards for connector roads between parking lots remove 10’ wide single lane two-way traffic standard with a one way 12’ lane standard. Two-way movement is accommodated with an existing 24’ wide standard to remain. All other Mixed Use Streets standards remain within the reorganized table format.

Persons interested may appear and present their views at the public hearing described above or submit written comments in accordance with the Revised Public Hearing Procedures During the Coronavirus Emergency. Any public hearing cases, including any ordinances as applicable, are on file and available in the Planning Department, located at 9019 Old Battlefield Blvd, 3rd Floor, Spotsylvania, Virginia, 22553; (540) 507-7434, and may be inspected between 8:00 a.m. and 4:30 p.m., Monday through Friday. The Board of Supervisors encourages the participation of all interested County citizens. For those with special needs, please notify the Office of the County Administrator of any accommodations you may require at least five days before the meeting you wish to attend.

Additionally, those desiring to submit written comments to be read publicly to the Board may do so immediately by going to the following website www.spotsylvania.va.us/comments, or by placing written comments in the Treasurer’s Office drop box outside the Holbert Building at 9104 Courthouse Road, Spotsylvania, VA 22553. Comments submitted via the Treasurer’s Office drop box should be in a sealed envelope which is clearly marked with **the case number**. Written comments not received by County staff by 12:00 P.M. on the day of a meeting are not required to be presented to the Board, so please plan accordingly.

Additionally, comments may be mailed to the attention of Aimee Mann at PO Box 99, Spotsylvania, VA 22553. Mailed comments must be received by close of business on the Monday prior to the Board meeting

date in order for them to be read into the public record at the hearing.

Submissions of written comments must include the citizen's name and voting district. Please construct your written comments in such manner that they are limited to three (3) minutes when read at a typical oral reading pace. For comments provided in representation of a group, the time limit is five (5) minutes.

BY ORDER OF THE SPOTSYLVANIA COUNTY BOARD OF SUPERVISORS

ED PETROVITCH, COUNTY ADMINISTRATOR



6/11/2021

Ms. PAULINE MANN,

REGARDING DEVELOPMENT OF HOUSING ON
PIEDMONT DR., LET ME POINT OUT EXISTING
PROBLEMS COMBINED WITH FUTURE PROBLEMS.

WE HAVE THREE SCHOOLS, THE BUSES AND
STUDENT DRIVERS USE CHANCELLOR PARK DR.
THE TRAFFIC BOGS DOWN MAKING FOR A LONG
WAIT TO GO LEFT ON PIEDMONT. LATELY,
THE TRAFFIC ON PIEDMONT HAS ALREADY
INCREASED AND THERE HAVE BEEN
CLOSE ACCIDENTS AT THE
INTERSECTION. THERE ARE
TIMES WE'RE FORCED TO TRAVEL
TO HARRISON RD BY WAY OF
THE SCHOOLS.



120-1875

I KNOW PRACTICALLY TELLS ME THESE HOMES
WILL BE BUILT REGARDLESS OF ANY SAYERS
THATS HOW POLITICS WORK.

THE ONLY SOLUTIONS FOR OUR SUBDIVISION,
CHANCELLOR PARK, COULD SURVIVE THIS WOUND
BE TO INSTALL A TRAFFIC LIGHT, PLUS
WIDEN PIEDMONT DRIVE. THATS PUTTING
OUR TAX DOLLARS APPROPRIATELY AND BETTER
YET, THE DEVELOPING CONTRACTOR SHOULD
PUT FUNDS FORWARD TO NOT ACCOMMODATE
THE NEW SUBDIVISION BUT FOR EXISTING ONES
LIKE PIEDMONT HILLS AND OTHERS AS WELL.

THANK YOU FOR YOUR ATTENTION TO THIS
VERY IMPORTANT IMPACT ON OUR COMMUNITY!



Notes

6/11/2021

From
JOE & SANDY BADILLO
6410 CARDINAL LANE
FREDERICKS BURGH, VA 22407
540 786-7367
SALEM VOTING DISTRICT

DRAFT APPROVAL

At a meeting of the Spotsylvania County Board of Supervisors held on July 27, 2021 on a motion by _____ and passed __-__, the Board adopts the following ordinance:

AN ORDINANCE No. RO20-0008

To amend the zoning map to rezone approximately 48.42 acres from Residential 1 (R-1) to Planned Development Housing District 3 (PDH-3) with proffers.

PUBLIC HEARING: July 27, 2021

WHEREAS, Linda C. Curtis and Leigh Ann Curtis-Chapman (Rappahannock Development Group, LLC): Requests a rezoning of three (3) parcels consisting of approximately 48.42 acres from Residential 1 (R-1) to Planned Development Housing 3 (PDH-3) with proffers for the development of 101 single family detached dwelling units. The properties are located on the south side of Piedmont Drive (Route 673) approximately 0.4 miles from its intersection with Harrison Road (Route 620). The properties are addressed as 11501 Piedmont Drive, 11513 Piedmont Drive, and 6020 Harrison Road. The properties are located within the Primary Development Boundary. The properties are designated for Low Density Residential on the Future Land Use Map of the Comprehensive Plan. Tax parcels 22 (A) 103, 22 (11) 4B, 22 (11) 5. Salem 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 June 16, 2021, duly advertised in a local newspaper for a period of two weeks, and interested citizens were given an opportunity to be heard; and

WHEREAS, on June 16, 2021 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 July 27, 2021, duly advertised in a local newspaper for a period of two weeks, and interested citizens were given an opportunity to be heard; and

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

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

§ 1. That the properties known as Tax Parcels 22 (A) 103, 22 (11) 4B, 22 (11) 5 currently zoned Residential 1 (R-1) is rezoned to Planned Development Housing District 3 (PDH-3) with the proffered conditions dated May 28, 2021.

§ 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 July 27, 2021 on a motion by _____, seconded by _____ and passed _____, the Board adopted the following resolution:

RESOLUTION NO. 2021-_____

Denial – R20-0008

WHEREAS, Linda C. Curtis and Leigh Ann Curtis-Chapman (Rappahannock Development Group, LLC): Requests a rezoning of three (3) parcels consisting of approximately 48.42 acres from Residential 1 (R-1) to Planned Development Housing (PDH-3) with proffers for the development of 101 single family detached dwelling units. The properties are located on the south side of Piedmont Drive (Route 673) approximately 0.4 miles from its intersection with Harrison Road (Route 620). The properties are addressed as 11501 Piedmont Drive, 11513 Piedmont Drive, and 6020 Harrison Road. The properties are located within the Primary Settlement Boundary. The properties are designated for Low Density Residential on the Future Land Use Map of the Comprehensive Plan and is in the Highway Corridor Overlay District. Tax parcels 22 (A) 103, 22 (11) 4B, 22 (11) 5. Salem 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 June 16, 2021, duly advertised in a local newspaper for a period of two weeks, and interested citizens were given an opportunity to be heard; and

WHEREAS, on June 16, 2021 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 July 27, 2021, duly advertised in a local newspaper for a period of two weeks, and interested citizens were given an opportunity to be heard; and

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

NOW, THEREFORE, BE IT RESOLVED that the Spotsylvania County Board of Supervisors does hereby deny rezoning application R20-0008.

(SEAL)

A COPY TESTE: _____

Aimee Mann

Deputy Clerk to the Board of Supervisors

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

Meeting Date: July 27, 2021

Title: Condemnation Agreement - Saddle Creek Rezoning
(R20-0008) (No Public Hearing Is Required)

Type: Action, Resolution

Agenda Title: Condemnation Agreement - Saddle Creek Rezoning
(R20-0008) (No Public Hearing Is Required)

Recommendation: Should the Board desire to approve R20-0008
(RO20-0008) Linda C. Curtis and Leigh Ann Curtis-
Chapman (Rappahannock Development Group,
LLC) (Saddle Creek), the Board should consider
approving the Saddle Creek Condemnation
Agreement.

Summary: The entrance improvements for the proposed Saddle
Creek rezoning cannot be completed without the
condemnation of a parcel of land identified as Banks
Lane. Condemnation of Banks Lane is needed
because there is no discernable current owner of this
parcel of land from which to purchase or have
dedicated. Should this land be condemned, the
Owner or Applicant will be able to complete the
proffered transportation improvements including the
construction of Piedmont Drive/Saddle Creek
intersection improvements which will be dedicated to
the Virginia Department of Transportation's
(VDOT's) Secondary Highway System. Approval will
authorize the County Administrator to execute the
agreement on the Board's behalf to initiate the
condemnation process.

Staff Contacts: Shannon Fennell, Planner III; Kimberly Pomatto,
Deputy Director of Planning & Zoning

Legal Counsel: Alexandra Spaulding, Senior Assistant County
Attorney

Additional Background/Other Considerations: Staff will present the Condemnation Agreement and
rezoning request concurrently.

Consequence of Denial/Inaction:

If it is not the desire of the Board to approve the Saddle Creek rezoning, the Board should not approve the Condemnation Agreement. The Saddle Creek project as proposed is not developable without the condemnation of the parcel of land identified as Banks Lane.

ATTACHMENTS:

File Name	Description	Type
Saddle_Creek_Condemnation_Agreement_with_Exhibits.pdf	Condemnation Agreement - Saddle Creek	Agreement
Saddle_Creek_Agreement_Draft_Approval_Resolution_with_Exhibits.pdf	Ordinance to Approve Condemnation Agreement	Ordinance
Saddle_Creek_Agreement_Draft_Denial_Resolution_with_Exhibits.pdf	Resolution to Deny Condemnation Agreement	Resolution

AGREEMENT

This AGREEMENT (the “Agreement”) is made and entered this ____ day of _____, 2021, by and among the COUNTY OF SPOTSYLVANIA, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the “County”), and RAPPAHANNOCK DEVELOPMENT GROUP, LLC, a Virginia Limited Liability Company, and LINDA C. CURTIS and LEIGH ANN CURTIS-CHAPMAN, individuals, all collectively referred to as the “Parties.” Rappahannock Development Group, LLC, Linda C. Curtis, and Leigh Ann Curtis-Chapman are hereinafter collectively referred to as “the Company” for convenience.

PREAMBLE:

WHEREAS, the Company has filed with the County an application to rezone property identified as County Tax Map Parcel 22-A-103 located at 6020 Harrison Road, County Tax Map Parcel 22-11-4B located at 11501 Piedmont Drive, and County Tax Map Parcel 22-11-5 located at 11513 Piedmont Drive all in Spotsylvania County (hereafter collectively “the Property”) to allow the construction of One Hundred and One (101) single family detached dwelling units. The proposed rezoning case is identified in the County’s records as Case No. R20-0008 (the “Rezoning”); and

WHEREAS, as part of the Rezoning and as allowed by Virginia Code and County Ordinance the Company has submitted a proffer statement in which the Company commits to several actions in order to mitigate the Rezoning’s impact on the County and the neighboring properties (the “Proffers” as defined herein); and

WHEREAS, included in the Proffers and as described on the Generalized Development Plan (as defined herein), is a commitment to construct a new public road, including, but not limited to a roundabout, adjoining the entrance at Piedmont Drive opposite Chancellor Park Drive (the “Public Facility”) in the hopes of mitigating the Rezoning’s impact on the County’s transportation facilities and its neighbors; and

WHEREAS, in order to construct the Public Facility and, ultimately, to dedicate the Public Facility to the Virginia Department of Transportation (“VDOT”) for acceptance into the Commonwealth’s Secondary Highway System, the Company or the County must acquire clean title to a portion of property adjacent to the Property (the “Necessary Property” as defined herein); and

WHEREAS, utilizing the County’s authority to condemn property for public facilities is the most expedient and effective way for the Company to ensure clean title to the Necessary Property in order for the Company to construct the Public Facility to the Standard (as defined herein) and Dedicate it (as defined herein); and

WHEREAS, should the County approve the Rezoning, the Company desires to fully reimburse the County for any and all costs associated with the possible condemnation to allow the Company to construct the Public Facility pursuant to the Standard (as defined herein) and Dedicate it (as defined herein); and

WHEREAS, should the County decide to approve the Rezoning, and should the County decide to condemn the Necessary Property, the County desires that the Company be required to fully reimburse the County for any and all fees, costs, expenses, awards or settlements associated with the condemnation and that the Company be required to construct the Public Facility to the Standard (as defined herein) and Dedicate it (as defined herein);

NOW THEREFORE in consideration of the foregoing, the mutual benefits, promises and undertakings of the Parties to this Agreement, 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 a material part of this Agreement.

SECTION 2. DEFINITIONS

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

“Generalized Development Plan” or “GDP” means the document identified as the generalized development plan, entitled Saddle Creek Generalized Development Plan for Rezoning dated 02-18-2020 and last revised on 05-17-2021 included with the Company’s Proffers which is attached hereto and incorporated herein by reference as “Exhibit A”.

“Proffers” means the final proffer statement dated May 28, 2021, approved as part of the Rezoning, executed by the Company which is attached hereto and incorporated herein by reference as “Exhibit B” without the GDP, the Banks Lane Condemnation plat entitled “Exhibit B 5-17-21”, or the Tot Lot exhibit, for efficiency, although all remain part of the proffer statement.

“Necessary Property” means the property which the Company or the County needs to acquire in order to construct the Public Facility and that being described as a “Portion of Banks Lane To Be Condemned” as shown on that certain exhibit plat titled “Exhibit B 05-17-21”, prepared by Fairbanks & Franklin, and attached hereto and incorporated herein by reference as “Exhibit C”.

“Standard” means the standard of design and construction necessary to meet the all the commitments set forth in the Proffers related to the Public Facility, and all applicable Virginia codes, standards, rules, and regulations, and all applicable County ordinances, standards, rules, and regulations, and all applicable VDOT standards, rules, and regulations so as to allow the Public Facility, including the Necessary Property, to be dedicated to VDOT for acceptance into the Commonwealth’s Secondary Highway System as a public road all as determined by the County and VDOT.

“Dedicate” or “Dedicated” means dedicating the Public Facility, including the Necessary Property, to VDOT for acceptance into the Commonwealth’s Secondary Highway System as a public road

and shall include any necessary actions related to the title of the Public Facility as determined by the County and VDOT.

SECTION 3. NECESSARY CONDITIONS

3.1 This Agreement is predicated and conditioned upon the Board of Supervisors of Spotsylvania County (the “Board”) approving the Rezoning. Should the Board not approve the Rezoning, this Agreement shall be void and have no legal effect, and the Parties shall not be bound hereto.

3.2 Nothing herein requires or will be interpreted as requiring or binding the Board to either take the legislative action to approve the Rezoning or to condemn the Necessary Property, both of which are at the sole and absolute discretion of the Board.

SECTION 4. CONDEMNATION AND COMPANY COMMITMENTS

4.1 Should the County approve the Rezoning, the Company shall take all actions required by the County to assist the County in its consideration, and preparation, of condemning the Necessary Property to include, but not be limited to any title work and drafting of road plans for submission to VDOT. Should the County initiate the condemnation as set forth in Section 4.2, the County’s costs related to its consideration and preparation of condemning the Necessary Property shall be reimbursed by the Company as set forth in Section 4.3 to the extent the Company has not already paid for or undertaken the services on behalf of the County.

4.2 Should the County initiate the process of condemning the Necessary Property by issuing a bona fide offer or adopting a resolution authorizing the condemnation within 90 days after the dedication of the offsite right-of-way area as shown and depicted on the GDP as “Proposed Right of Way from Parcel 22-A-108B (0.047 acres)” to the County, which necessarily includes VDOT approval of the dedicated land (“County Condemnation Period”), the Company commits to the following, which shall collectively be referred to as the “Company Commitments.” The Company will extend the County Condemnation Period for a reasonable period thereafter so long as the County is diligently pursuing the condemnation in accordance with this Agreement and the extension will not be unreasonably withheld.

4.2.a. The Company will reimburse the County for any and all fees, costs, and expenses associated with the condemnation of the Necessary Property without limitation and to specifically include, but not be limited to, the reasonable costs of engaging and utilizing outside legal counsel for the County’s legal representation, appraisal costs including any necessary testimony and related expenses, the amount of any bona fide offer the County makes to the landowner in accordance with §25.1-204 of the Virginia Code (1950), or any amount the County deems to be a reasonable settlement for the proposed acquisition, the funds deposited with the court under the Certificate of Take in accordance with §25.1-305 of the Virginia Code (1950), as amended, the cost and related expenses of hiring any additional expert witnesses deemed necessary by the County or the County’s outside legal counsel for the condemnation proceedings, any statutorily required costs or expenses the County may be obligated to pay to the landowner within the condemnation proceeding, the entire amount of any award or settlement

amount in the condemnation proceeding, including interest, and including a flat fee designed to reimburse the County for its administrative costs in the amount of Ten Thousand Dollars (\$10,000) (the "Administrative Fee"). The County's Administrative Fee will be paid by the Company to the County in full within fourteen (14) days after the County has initiated the process of condemnation of the Necessary Property as set forth in Section 4.2. All other costs associated with the condemnation shall be paid to the County in full within fourteen (14) days of the County's delivery (whether via email or by mail) to the Company of an invoice related to services rendered in the condemnation of the Necessary Property which have been previously paid by the County. In the alternative, the County may direct its counsel, appraisers, contractors, vendors, and others providing services in support of the condemnation to present the Company with their invoices directly, which the Company will pay in full on behalf of the County within thirty (30) days of their mailing, or within the invoice payment period, whichever is shorter. Any late fees or costs accrued based upon the Company failing to directly pay invoices timely presented to it by the County will be the responsibility of the Company. The Administrative Fee and all acquisition and/or condemnation costs paid by the Company hereunder will not be refunded under any circumstance, except in the event if the County unreasonably refuses to complete, once begun, the condemnation of the Necessary Property.

4.2.b The Company will complete construction of the Public Facility as set forth on Sheet 3 of 4 of the GDP prior to, and as a condition of, the issuance of the first certificate of occupancy for a residential unit on the Property and, in no event, later than thirty-six (36) months after the Rezoning is approved, except and unless the County agrees to amend this Agreement. The Company will construct the Public Facility to the Standard to allow the Public Facility, including the Necessary Property, to be Dedicated.

4.2.c Upon completion of the Public Facility, the Company will take all legally required steps as directed by the County and VDOT to Dedicate the Public Facility.

SECTION 5. LIABILITY

5.1 The Company will at all times and without limitation hold the County, its officials, employees, contractors, and agents harmless from, and indemnify and defend the County, its officials, employees, contractors, and agents against, any and all actions, judgments, and claims, real or alleged, against the County, its officials, employees, contractors, or agents related in any way to the actions contemplated in this Agreement including, but not limited to, any and all condemnation actions and construction activities related to the Necessary Property, the Public Facility, either or both. Legal counsel utilized by the Company to meet these obligations will be retained subject to the consent and approval of the Spotsylvania County Attorney. Any judgments against the County, its officials, employees, contractors, and agents from which the Company has agreed to hold the County, its officials, employees, contractors, and agents harmless herein shall be paid by the Company in full within thirty (30) days of the judgment being entered. These provisions will survive the termination or expiration of this Agreement.

5.2 The foregoing will not be interpreted in any way to waive the County's lawful enjoyment of sovereign immunity.

SECTION 6. MISCELLANEOUS

6.1 This Agreement constitutes the full agreement between the Parties and shall bind the Parties, their heirs, their successors in interest in the Property, and their assigns. This Agreement may only be amended by written agreement between the Parties.

6.2 This Agreement will be construed and interpreted in accordance with the laws of the Commonwealth of Virginia.

6.3 Any legal action arising out of this Agreement will be heard in the Court of competent jurisdiction in Spotsylvania County, Virginia.

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

6.5 Neither failure on the part of the County to enforce any covenant or provision contained in this Agreement nor any waiver of any right under this Agreement will discharge or invalidate such covenant or provision or affect the right of the County to enforce the same right in the event of any subsequent default.

6.6 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.

6.7 Rappahannock Development Group, LLC hereby warrants and covenants that the individual executing this Agreement on its behalf is authorized by Rappahannock Development Group, LLC to do so and that it shall be so bound hereunder.

[AUTHORIZED SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, hereto agree and have executed this Agreement as of the date first written above.

COUNTY OF SPOTSYLVANIA, VIRGINIA

By: _____ (SEAL)

Ed Petrovitch

COUNTY ADMINISTRATOR

COMMONWEALTH OF VIRGINIA

COUNTY OF SPOTSYLVANIA, to-wit:

The foregoing Agreement was acknowledged before me this the _____ day of _____ 2021, by Ed Petrovitch, County Administrator of Spotsylvania County.

Notary Public

My Commission Expires: _____

My Registration No.: _____

APPROVED AS TO FORM:

County Attorney

SIGNATURE PAGES TO FOLLOW

RAPPAHANNOCK DEVELOPMENT GROUP, LLC,
a Virginia Limited Liability Company

By: _____ (Sign)

Name: _____ (Print)

Title: _____

STATE OF _____

CITY/COUNTY OF _____, to-wit:

The foregoing Agreement was acknowledged this the _____ day of _____, 2021, by _____ who is the _____ of Rappahannock Development Group, LLC.

Notary Public

My Commission Expires: _____

My Registration No.: _____

SIGNATURE PAGES TO FOLLOW

LINDA C. CURTIS

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

The foregoing Agreement was acknowledged before me this the _____ day of _____
2021, by Linda C. Curtis.

Notary Public

My Commission Expires: _____
My Registration No.: _____

SIGNATURE PAGE TO FOLLOW

LEIGH ANN CURTIS-CHAPMAN

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

The foregoing Agreement was acknowledged before me this the _____ day of _____
2021, by Leigh Ann Curtis-Chapman.

Notary Public

My Commission Expires: _____
My Registration No.: _____

EXHIBIT A

“Generalized Development Plan”

SADDLE CREEK

GENERALIZED DEVELOPMENT PLAN FOR REZONING

22-11-4B, 22-11-5, & 22-A-103

11513 PIEDMONT DRIVE

SALEM VOTING DISTRICT

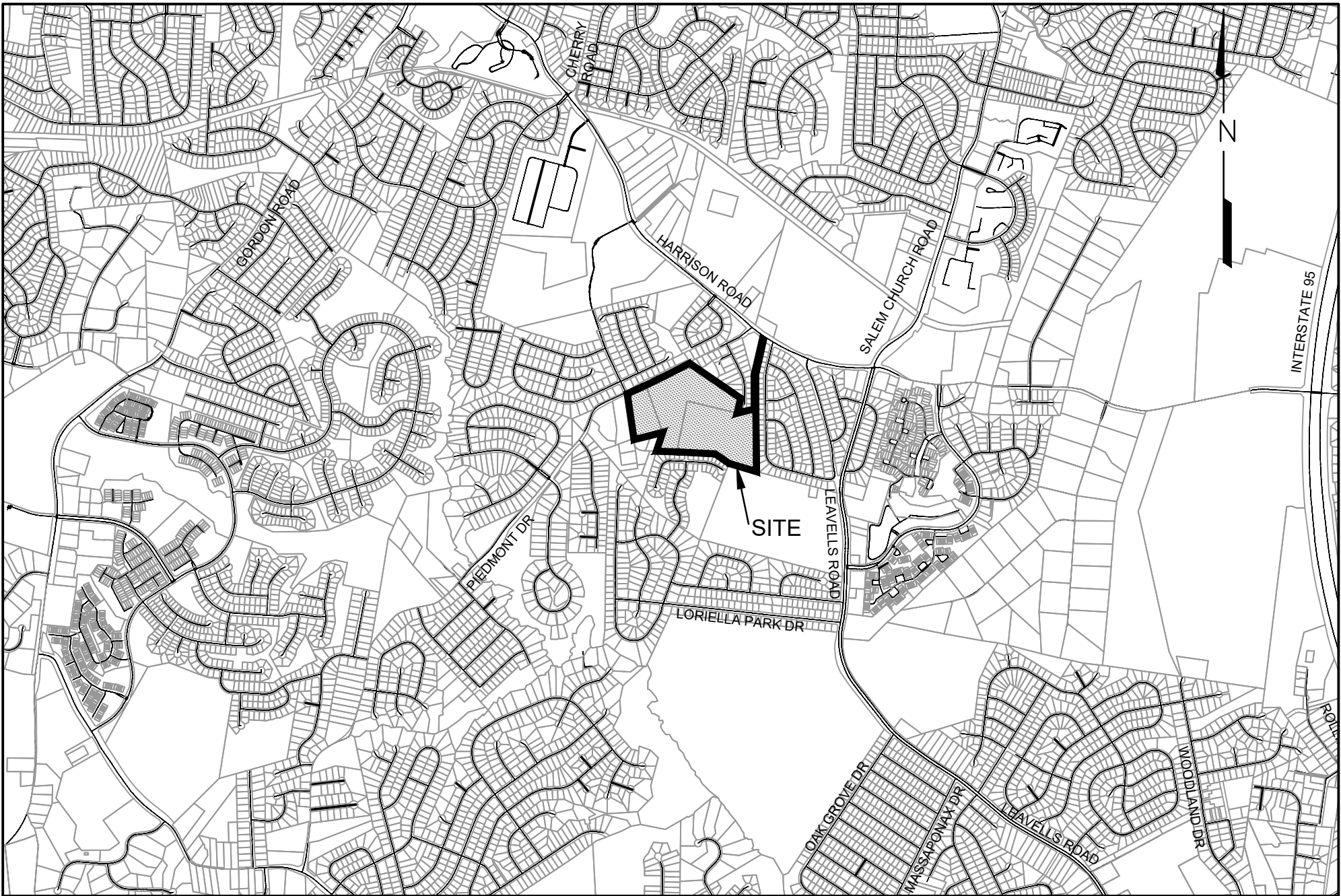
SPOTSYLVANIA COUNTY, VIRGINIA

SHEET INDEX

SHEET	TITLE
SHEET 1	COVER SHEET
SHEET 2	EXISTING CONDITIONS
SHEET 3	GENERALIZED DEVELOPMENT PLAN
SHEET 4	DETAILS

NOTES:

- SOURCE OF MAPPING:
TOPOGRAPHIC–AERIAL MAPPING PROVIDED BY MCKENZIE SNYDER WITH SUPPLEMENTAL INFORMATION TAKEN FROM SPOTSYLVANIA COUNTY GIS
BOUNDARY–BOUNDARY SURVEY PREPARED BY FAIRBANKS & FRANKLIN IN FEBRUARY 2020.
- EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED DURING CONSTRUCTION IN ACCORDANCE WITH THE VA. EROSION AND SEDIMENT CONTROL HANDBOOK.
- WETLANDS AND STREAM CHANNELS SHOWN ON THIS PLAN WERE DELINEATED BY TNT ENVIRONMENTAL.
- THERE ARE NO KNOWN DAM BREAK INUNDATION ZONES WITHIN THE LIMITS OF THE SITE.
- THERE ARE NO KNOWN HISTORIC BUILDINGS, ARCHAEOLOGICAL FEATURES, OR HISTORIC DISTRICTS ON SITE.
- THERE ARE NO KNOWN PLACES OF BURIAL ON SITE.
- LANDSCAPING AND SCREENING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 23–5.5 OF THE SPOTSYLVANIA COUNTY CODE, ARTICLE 6 OF THE SPOTSYLVANIA COUNTY DESIGN STANDARDS MANUAL.
- ALL PARCEL LINES, PARCEL SIZES, BUILDING ENVELOPES, BUILDING 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 THE APPLICANT TO ADDRESS FINAL DEVELOPMENT, ENGINEERING AND DESIGN REGULATIONS, FULFILL COMPLIANCE WITH STATE AND FEDERAL AGENCY AND COMPLIANCE WITH THE REQUIREMENTS OF THE COUNTY'S DEVELOPMENT REGULATIONS. NOTWITHSTANDING THE FOREGOING, ANY SAID ADJUSTMENTS TO THE GDP SHALL BE SUBJECT TO THE APPROVAL OF THE COUNTY'S ZONING ADMINISTRATOR, AND IN NO EVENT SHALL APPROVED ADJUSTMENTS TO THE GDP RELIEVE THE APPLICANT FROM PROVIDING ANY OF THE PROFFERS.
- STORMWATER MANAGEMENT WILL BE ACHIEVED THROUGH THE USE OF BEST MANAGEMENT PRACTICES LOCATED REGIONALLY AT DRAINAGE OUTFALLS. ALL OUTFALL LOCATIONS WILL BE ANALYZED TO ENSURE THE RECEIVING CHANNELS ARE ADEQUATE AND THAT THE UPSTREAM STORMWATER MANAGEMENT FACILITIES DETAIN THE PEAK POST DEVELOPMENT RUNOFF IN ACCORDANCE WITH APPLICABLE STATE AND COUNTY REQUIREMENTS. AS SHOWN ON THIS GDP, THE APPROXIMATE IMPERVIOUS COVER IS 12 ACRES, THE APPROXIMATE OPEN SPACE IS 22 ACRES, AND THE REMAINING AREA OF APPROXIMATELY 14 ACRES IS MANAGED TURF. THIS DEVELOPMENT WILL REQUIRE A REDUCTION OF TP OF APPROXIMATELY 14.5 LBS. THIS REDUCTION WILL BE ACHIEVED IN THE REGIONAL FACILITIES.
- ALL REFUSE MUST BE DISPOSED OF AT COUNTY APPROVED DISPOSAL SITES. SOLID WASTE GENERATED BY EACH SINGLE FAMILY ATTACHED AND SINGLE FAMILY DETACHED LOT WILL BE STORED ON THAT RESPECTIVE LOT IN A CONTAINER. A PRIVATE REFUSE COLLECTION SERVICE WILL COLLECT AND TRANSPORT THE SOLID WASTE TO A COUNTY APPROVED DISPOSAL/COLLECTION SITE.
- BASED UPON GRAPHIC PLOTTING ONLY, THE PROPERTY IS LOCATED WITHIN ZONE X, "AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOODPLAIN", AS PER FLOOD INSURANCE RATE MAP FOR SPOTSYLVANIA COUNTY, VIRGINIA, COMMUNITY PANEL NUMBER 5103080075C EFFECTIVE FEBRUARY 18, 1998.
- THE HOMEOWNER'S ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL COMMON LAND AND FACILITIES WITHIN THE DEVELOPMENT.
- ALL PROPOSED SUBDIVISION STREETS SHOWN ON THE PLAN ARE PUBLIC. THE SUBDIVISION STREETS WILL CONNECT TO PIEDMONT DRIVE AND SUNNY MEADOWS DRIVE, BOTH OF WHICH ARE WITHIN PUBLIC RIGHTS OF WAY AND MAINTAINED BY VDOT.
- ALL LOTS SHALL HAVE DRIVEWAY CONNECTIONS TO THE INTERNAL SUBDIVISION STREETS ONLY. NO LOTS SHALL HAVE DIRECT ACCESS TO PIEDMONT DRIVE.
- EASEMENTS MAY EXIST THAT ARE NOT SHOWN HEREON.
- ALL LIGHTING SHALL COMPLY WITH SPOTSYLVANIA COUNTY STANDARDS.
- THIS DEVELOPMENT SHALL COMPLY WITH ALL SPOTSYLVANIA COUNTY CODE REQUIREMENTS.
- ALL APPLICABLE ENVIRONMENTAL PERMITS SHALL BE OBTAINED AS REQUIRED FOR SITE PLAN APPROVAL.



VICINITY MAP
SCALE 1"=2000'
SCALE IN FEET (1 INCH=2,000 FEET)

PROPERTY OWNER	APPLICANT	ENGINEER
TM 22-11-4B, TM 22-11-5, & 22-A-103 LINDA C CURTIS OR LEIGH ANN CURTIS-CHAPMAN 6020 HARRISON ROAD FREDERICKSBURG, VA 22407	RAPPAHANNOCK DEVELOPMENT GROUP 1016 CHARLES STREET FREDERICKSBURG, VA 22401 540-273-7498	FAIRBANKS & FRANKLIN 1005 MAHONE STREET FREDERICKSBURG, VIRGINIA 22401 540-899-3700

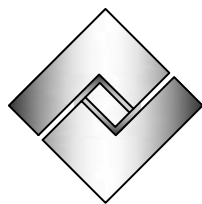
SITE INFORMATION:

TAX PARCELS:	22-11-4B, 22-11-5, & 22-A-103
ADDRESS:	11513 PIEDMONT DRIVE
PRESENT ZONING:	R-1 FOR LOT 22-A-103 PDH-3
PROPOSED ZONING:	SINGLE-FAMILY DETACHED RESIDENTIAL
PRESENT USE:	SINGLE-FAMILY DETACHED RESIDENTIAL
PROPOSED USE:	HIGHWAY CORRIDOR OVERLAY
OVERLAY DISTRICT(S):	48.42 AC
PROPERTY AREA:	6.57 AC
R/W DEDICATION:	19.87
TOTAL LOT AREA:	3 DU / AC (145 UNITS)
DENSITY ALLOWED:	2.09 DU / AC (101 UNITS)
DENSITY PROVIDED:	APPROXIMATELY 25.0% (12 AC / 48.42 AC)
IMPERVIOUS SURFACE RATIO:	APPROXIMATELY 33% (2,500 SF / 7,500 SF)
LOT COVERAGE RATIO:	30% (14.52 AC)
OPEN SPACE OUTSIDE OF LOTS REQUIRED:	45.39% (21.98 AC)
OPEN SPACE OUTSIDE OF LOTS PROVIDED:	12.99 AC
a. OPEN SPACE PROVIDED IN RPA, WETLANDS, STREAMS, AND SLOPES 15% OR STEEPER:	
b. OPEN SPACE PROVIDED OUTSIDE OF RPA, WETLANDS, STREAMS, AND SLOPES 15% OR STEEPER:	8.96 AC
DISTURBED ACREAGE:	APPROXIMATELY 32.0 AC
WATER:	PUBLIC WATER
SEWER:	PUBLIC SANITARY SEWER
PARKING REQUIRED:	2 SPACES/UNIT X 101 UNITS = 202 SPACES
PARKING PROVIDED:	202 SPACES
MAXIMUM BUILDING HEIGHT:	2 STORY (APPROX. 35 FT)
MINIMUM YARD REQUIREMENTS:	
FRONT:	20 FT
SIDE:	7.5 FT
REAR:	20 FT
ESTIMATED VEHICLE TRIPS:	REFER TO TRAFFIC STUDY PREPARED BY RAMEY KEMP

ZONING COMPARISON			
SINGLE FAMILY DETACHED	ZONING	R-1	PDH-3
	ALLOWED DENSITY	1 DU PER 2 ACRES (CONV. SUBD.)	3 DWELLING UNITS PER ACRE
	ALLOWED YIELD	1 DU PER 1.5 ACRES (CLUSTER SUBD.) 24 DU (CONV. SUBD.) 32 DU (CLUSTER SUBD.)	145 DU

ESTIMATED WATER AND SEWER USAGE	
WATER USAGE 30,300 GPD	SEWER USAGE 30,300 GPD

TOTAL ESTIMATED VEHICLE TRIP PER DAY(VPD)
ITE TRIP GENERATION MANUAL 10TH EDITION:
SINGLE–FAMILY DETACHED HOUSING – LAND USE CODE 210
101 HOME X 10 TRIPS PER UNIT = 1,010 VPD
NOTE: ACTUAL HIGHEST VPD/UNIT = 9.54. THIS WAS
ROUNDED UP TO 10 IN ACCORDANCE WITH VDOT
METHODOLOGY.



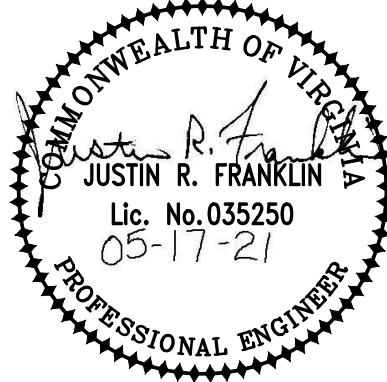
Fairbanks &
Franklin

Civil Engineering
Land Planning

1005 Mahone Street
Fredericksburg, VA 22401
(540) 899-3700

COVER SHEET

SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA



DATE : 02-18-20
DESIGNED: JRF
DRAWN : JRF
CHECKED : JDF

REVISIONS: 10-19-20
03-16-20 12-17-20
04-01-20 01-06-21
06-17-20 02-08-21
08-28-20 05-17-21

DOCUMENT NO.
470-1008

SHEET
1 OF 4

APPROVAL	
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ZONING AND PRINCIPAL USE:
1) ALL ADJACENT PARCELS' ZONING IS R-1
2) ALL ADJACENT PARCELS' PRINCIPAL USE IS SINGLE FAMILY
RESIDENTIAL EXCEPT THE ELEMENTARY SCHOOL NOTED ACCORDINGLY
THAT IS LOCATED SOUTH EAST OF THIS PARCEL

**Fairbanks &
Franklin**

Civil Engineering
Land Planning

1005 Mahone Street
Fredericksburg, VA 22401
(540) 899-3700

EXISTING CONDITIONS

SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA

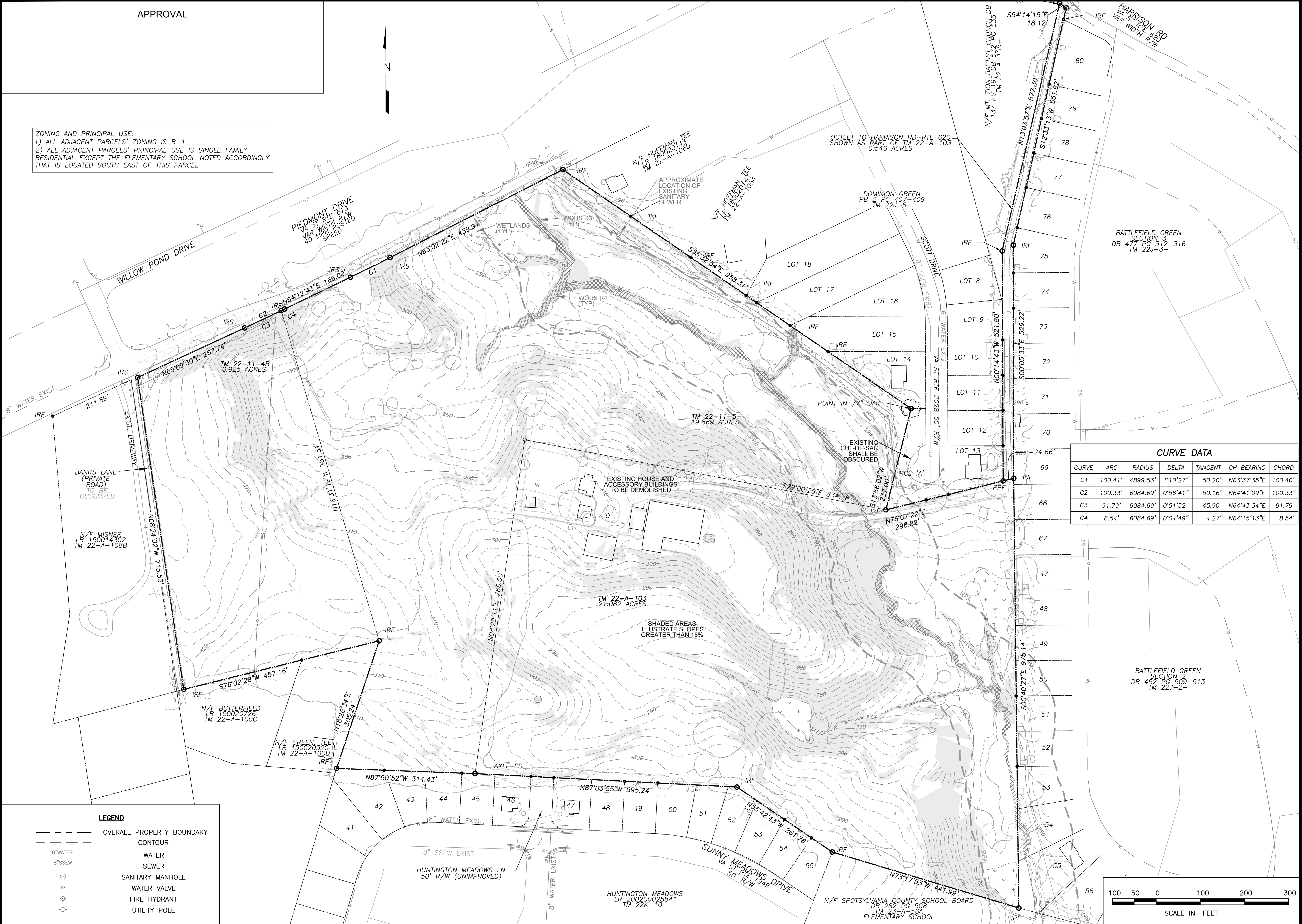


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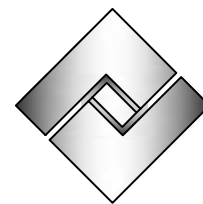
REVISIONS:	10-19-20
03-16-20	12-17-20
04-01-20	01-06-21
06-17-20	02-08-21
08-28-20	05-17-21

DOCUMENT NO.
470-1008

2 SHEET 4
OF



APPROVAL



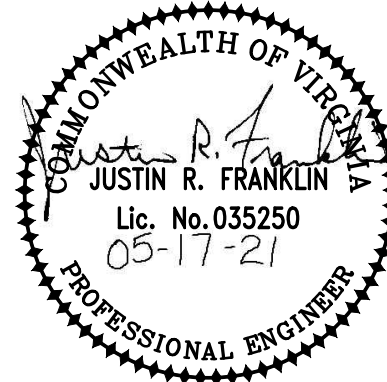
Fairbanks &
Franklin

Civil Engineering
Land Planning

1005 Mahone Street
Fredericksburg, VA 22401
(540) 899-3700

GENERALIZED DEVELOPMENT PLAN

SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA



DATE : 02-18-20
DESIGNED : JRF
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06-17-20 02-08-21
08-28-20 05-17-21

DOCUMENT NO.
470-1008

SHEET
3 OF 4

ZONING AND PRINCIPAL USE:
1) ALL ADJACENT PARCELS' ZONING IS R-1
2) ALL ADJACENT PARCELS' PRINCIPAL USE IS SINGLE FAMILY
RESIDENTIAL EXCEPT THE ELEMENTARY SCHOOL NOTED ACCORDINGLY
THAT IS LOCATED SOUTH EAST OF THIS PARCEL

THE STREET BUFFER ALONG
PIEDMONT DRIVE WILL COMPLY WITH
ARTICLE 6 OF THE DESIGN
STANDARDS MANUAL

PROPOSED 10' PAVED TRAIL ALONG
PIEDMONT DRIVE. TRAIL WILL BE
MAINTAINED BY THE HOA AND BE WITHIN
A PUBLIC ACCESS EASEMENT.
REFLECTIVE BARRICADE IN
ACCORDANCE WITH DSM (PLATE 5-22)
SHALL BE INSTALLED AT END OF TRAIL

BOLLARDS SHALL BE
INSTALLED ON BOTH SIDES OF
TRAIL TO PREVENT
AUTOMOBILE AND ATV
ACCESS

BATTLEFIELD GREEN
SECTION 3
DB 477 PG 312-316
TM 22J-3-

PROPOSED 10' WIDE PAVED
TRAIL. TRAIL AND TRAIL
CORRIDOR SHALL BE
DEDICATED TO
SPOTSYLVANIA COUNTY FOR
PUBLIC USE. TRAIL FOLLOWS
EXISTING DRIVEWAY AND
BETWEEN EXISTING LOT 13
AND PROPOSED LOT 100

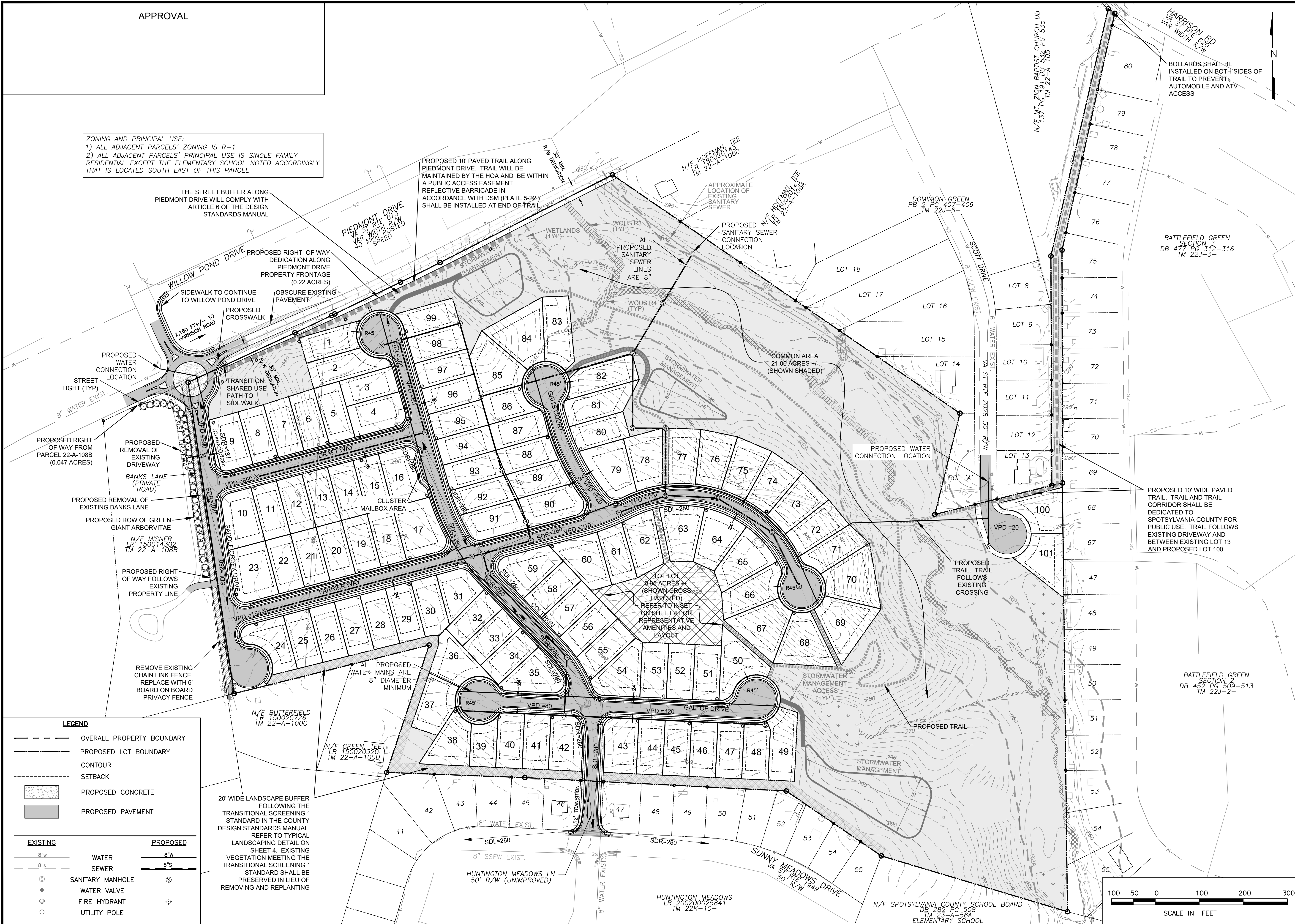
BATTLEFIELD GREEN
SECTION 2
DB 452 PG 509-513
TM 22J-2-

LEGEND

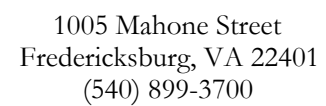
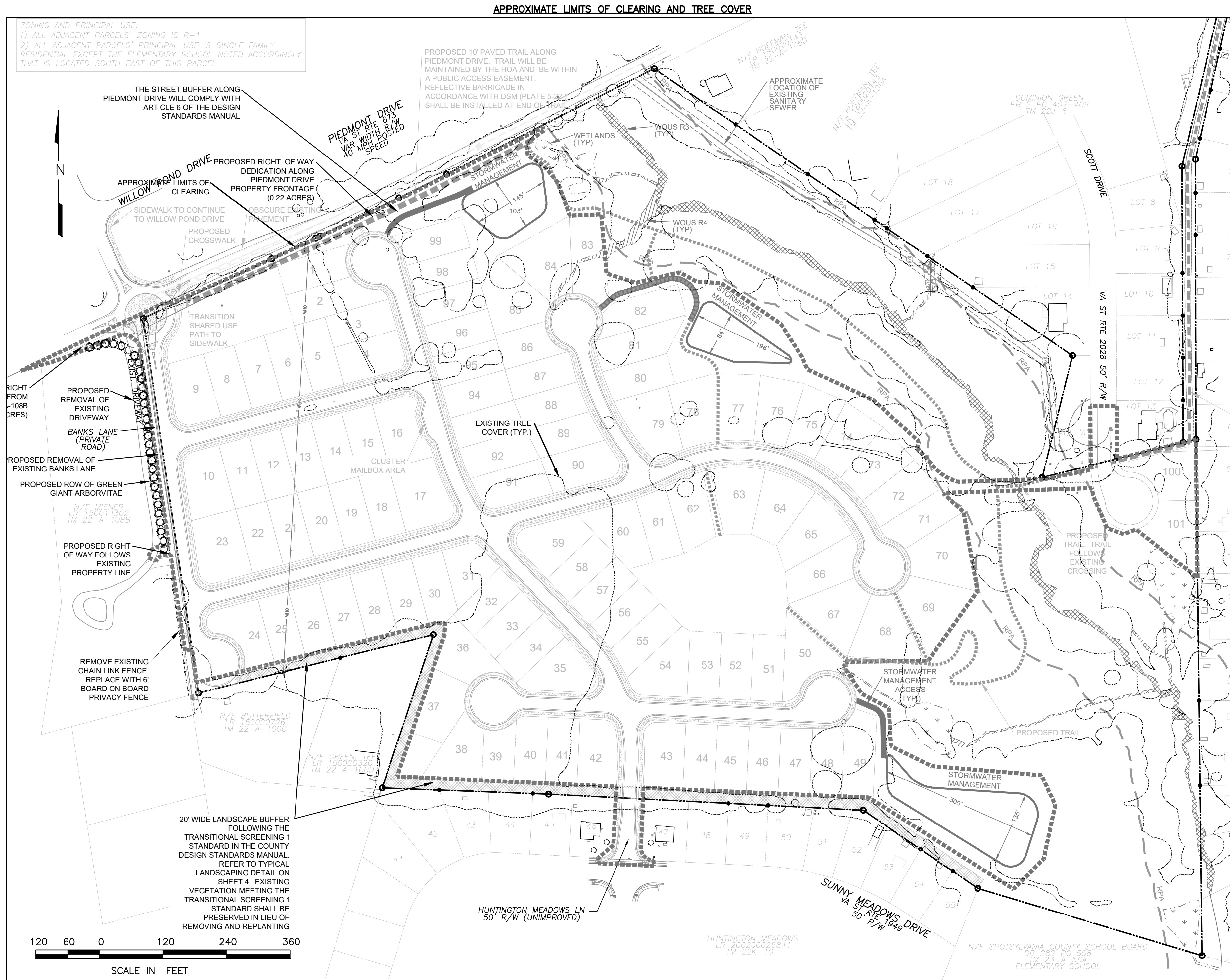
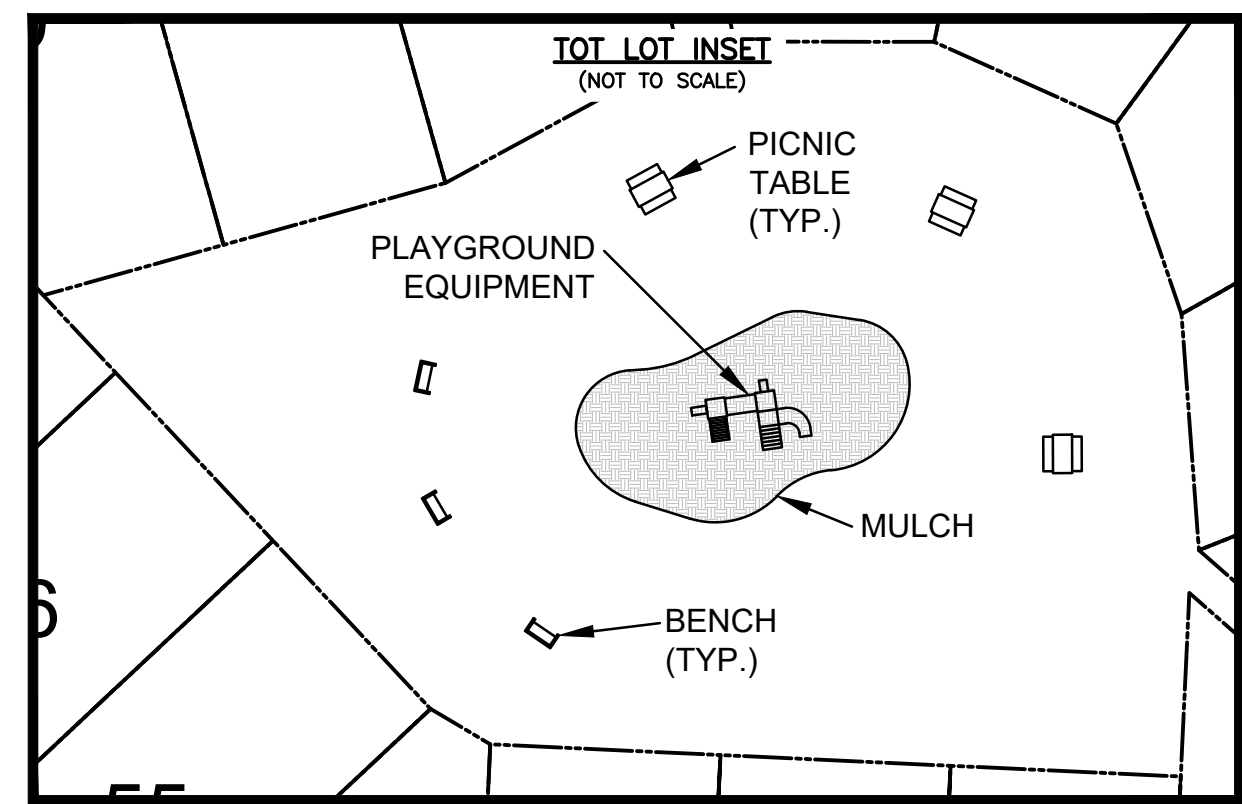
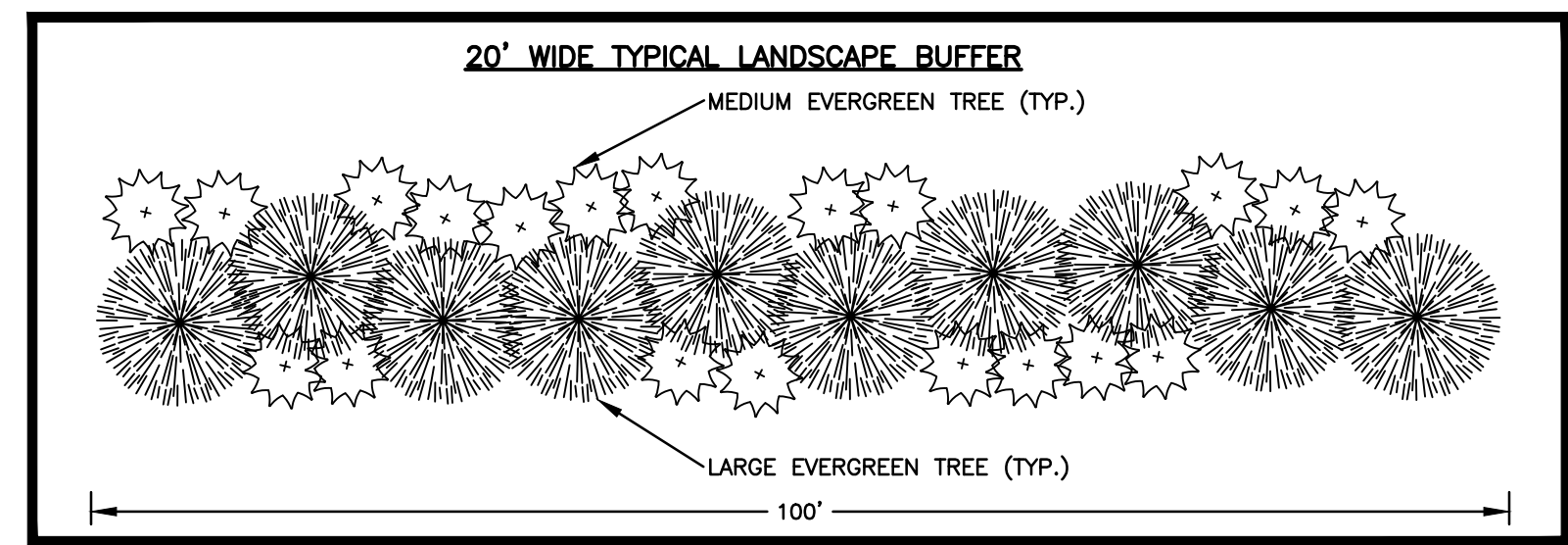
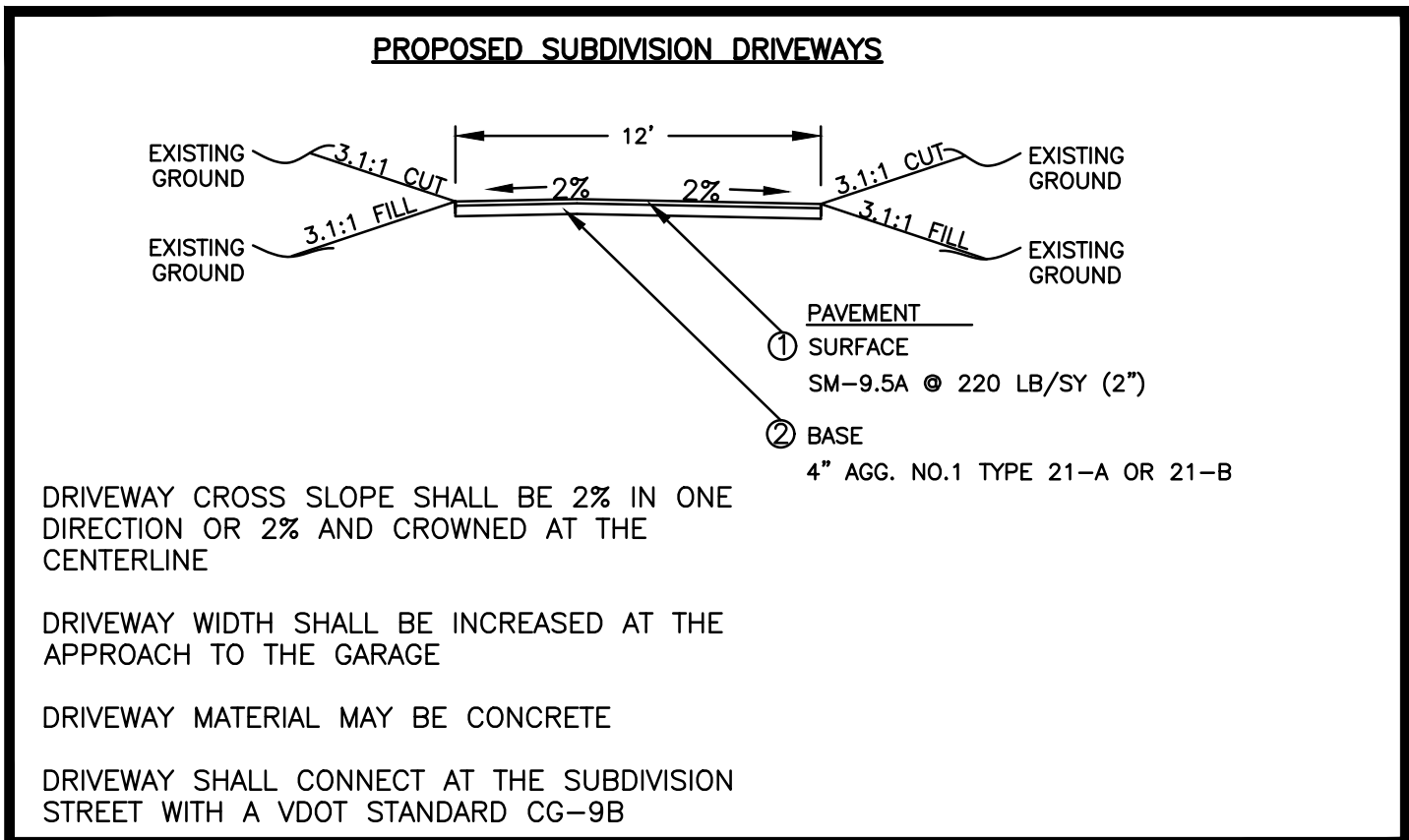
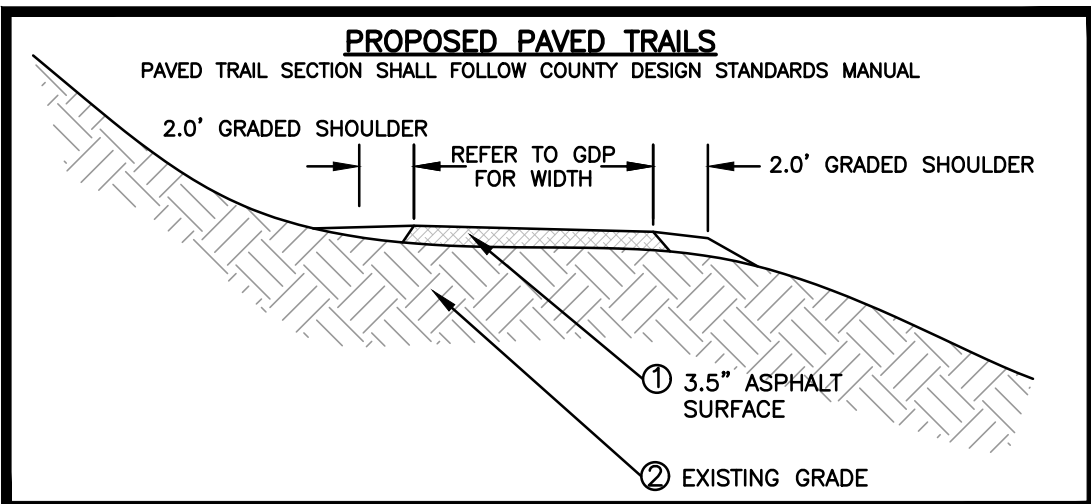
- OVERALL PROPERTY BOUNDARY
- PROPOSED LOT BOUNDARY
- CONTOUR
- SETBACK
- PROPOSED CONCRETE
- PROPOSED PAVEMENT

EXISTING	PROPOSED
8" W	8" W
8" S	8" S
WATER	WATER
SEWER	SEWER
SANITARY MANHOLE	SANITARY MANHOLE
WATER VALVE	WATER VALVE
FIRE HYDRANT	FIRE HYDRANT
UTILITY POLE	UTILITY POLE

20' WIDE LANDSCAPE BUFFER
FOLLOWING THE
TRANSITIONAL SCREENING 1
STANDARD IN THE COUNTY
DESIGN STANDARDS MANUAL.
REFER TO TYPICAL
LANDSCAPING DETAIL ON
SHEET 4. EXISTING
VEGETATION MEETING THE
TRANSITIONAL SCREENING 1
STANDARD SHALL BE
PRESERVED IN LIEU OF
REMOVING AND REPLANTING



APPROVAL	
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SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA

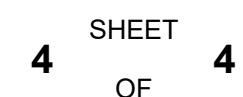


EXHIBIT B

“Proffers”

VOLUNTARY PROFFER STATEMENT

Applicant: Rappahannock Development Group, LLC (“Applicant”)
1016 Charles Street, Fredericksburg, VA 22401

Owners: Linda C. Curtis and Leigh Ann Curtis-Chapman (“Owners”)
6020 Harrison Road, Fredericksburg, VA 22407

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: “Saddle Creek” (the “Project”)

Property: Spotsylvania County Tax Parcels 22-A-103 (6020 Harrison Road), 22-11-4B (11501 Piedmont Drive), and 22-11-5 (11513 Piedmont Drive), consisting of approximately 48.42 acres (collectively, the “Property”)

Date: May 28, 2021

GDP: “Saddle Creek Generalized Development Plan for Rezoning 22-11-4B, 22-11-5 & 22-A-103, 11513 Piedmont Drive, Salem Voting District, Spotsylvania County, Virginia,” prepared by Fairbanks & Franklin, dated February 18, 2020, last revised May 17, 2021, attached hereto as Exhibit A (the “GDP”)

Rezoning Request: From R-1 to PDH-3

Rezoning File No.: R20-0008

I. General Information.

The Applicant and Owners, and 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 below proffered conditions (“Proffers”) pursuant to Sections 15.2-2303 and 15.2-2303.4, et al. of the Code of Virginia (1950, as amended), and Section 23-4.6.3, et al. of the Zoning Ordinance of Spotsylvania County (1995, as amended). The Proffers are the only conditions offered in this rezoning application. The Proffers will be effective only upon Spotsylvania County’s (“County”) full and final approval of rezoning application R20-0008 submitted to reclassify the Property from R-1 to PDH-3 to allow for the development of 101 residential single-family detached units. Any prior proffers (whether of record or not) affecting the Property are hereby superseded by the Proffers, and are therefore void and of no further force and effect upon said approval.

II. Land Use.

- A. **General Development.** The Property will be developed in conformance with the GDP, which is incorporated herein by this reference. 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, amenities, waste facilities, parking areas, 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, DHR, VDOT, DEQ, DCR, Army Corps., etc., and the County's Zoning Ordinance, Subdivision Ordinance, and Design Standards Manual. Notwithstanding the foregoing, any material adjustments to the GDP shall be subject to the approval of the County's Zoning Administrator, and in no event shall approved adjustments to the GDP relieve the Applicant and Owners from providing any of the Proffers.
- B. **Use.** The Property shall be developed solely for no more than one hundred and one (101) 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-3 district, except for any home occupation and accessory use authorized under said district.

III. Transportation.

- A. For purposes of satisfying the requirements of the following Section III.B:
- (i) The Project will not be constructed without the necessary dedication of the offsite right-of-way area as shown and depicted on the GDP as "Proposed Right of Way from Parcel 22-A-108B (0.047 acres)" to the County in a legal form and legal title acceptable to VDOT to enable the applicant's construction of the Piedmont Drive/Saddle Creek Intersection Improvements as shown on the GDP. The dedication of the Proposed Right of Way from Parcel 22-A-108B (0.047 acres) shall be a condition of site plan approval in addition to a condition of any condemnation as set out in the Agreement, as defined herein.
 - (ii) The Project will not be constructed nor will any site plan be approved without the condemnation of the Proposed Condemnation Area as shown on the attached **Exhibit B**, dated May 17, 2021 ("Proposed Condemnation Area"), for purposes of allowing the completion of the Piedmont Drive/Saddle Creek Intersection Improvements (as defined herein) and dedicating it to VDOT's Secondary Highway System. The County is under no obligation to approve the condemnation.
 - (iii) Subject to the approval of this rezoning application R20-0008, the agreement (Agreement) attached hereto as **Exhibit D**, and fully incorporated by reference into these Proffers, must be

executed in substantially the same form, as determined by the Zoning Administrator, by the Applicant and Owners within 45 days of the date of the rezoning as a condition of construction of the Project and site plan approval.

B. Subject to the dedication of the offsite right-of-way referenced in Section III.A.(i) as well as successful condemnation of the Proposed Condemnation Area, and subject to the final review and approvals from both the Virginia Department of Transportation (“VDOT”) and the County, the following in-kind transportation improvements shall be provided all as shown more particularly on Sheet 3 of 4 of the GDP (collectively known as the “Piedmont Drive/Saddle Creek Intersection Improvements”):

- (i) fulfillment all applicable County and VDOT development standards as a condition of site plan approval
- (ii) construction of a round-about at the intersections of Piedmont Drive, Saddle Creek Drive and Chancellor Park Drive (the “Round About”) and dedicate it to VDOT for acceptance into the Commonwealth’s Secondary Highway System; and
- (iii) installation of a pedestrian crosswalk across Piedmont Drive;
- (iv) installation of a 10-foot, paved, multi-use trail located on the south side of Piedmont Drive;
- (v) extension of the sidewalk on the east side of Chancellor Park Drive from the Round About to Willow Pond Drive;
- (vi) dedication of right-of-way area along Piedmont Drive of approximately .22 acres in total; and
- (vii) installation and construction of all improvements along Saddle Creek Drive, as shown on Sheet 3 of 4 of the GDP.

All of the aforesaid improvements under this Section III B. shall be completed and satisfied prior to the County’s issuance of a certificate of occupancy permit (whether temporary or final) for this first Unit.

IV. Cash Proffers.

A. For purposes of this Section IV, the following cash proffers will be paid to mitigate the Project’s impacts. For the purpose of calculating the total cash proffers, the number of Units has been reduced from 101 to 69 to reflect the 32 by-right Units that could be developed under the existing R-1 zoning. Cash

proffers provided below are applicable to all Units and will be paid on a per Unit basis of \$1,371.60 x 101 Units for a total of \$138,531.60:

CASH AND IN-KIND PROFFERS					
	SF Detached	SF Attached	Multi-Family	Age-Restricted	TOTAL
Per Unit Cash Proffer	\$ 1,371.60 x 101	N/A	N/A	N/A	\$138,531.60
TOTAL	\$138,531.47	\$0.00	\$0	\$0	\$138,531.60
LUMP SUM AND IN-KIND CONTRIBUTIONS					
PUBLIC FACILITY CATEGORY					TOTAL VALUE
Schools	\$1,287.13 in cash per Unit to Schools				\$130,000.13
Public Safety	\$84.47 cash per Unit to Public Safety				\$8,531.47
Transportation	\$0.00 cash per Unit to Transportation				\$0.00
Parks & Rec.	\$0.00 cash per Unit to Parks & Rec.				\$0.00
TOTAL CASH & IN KIND PROFFER VALUE					\$138,531.60

PROFFERED PHASING AND TIMING	
Phase or Contribution/Dedication	Timing
<i>Cash Contributions to Public Schools</i>	After the final inspection and before the County's approval of a certificate of occupancy permit (whether temporary or final) for each Unit.
<i>Cash Contributions to Public Safety</i>	After the final inspection and before the County's approval of a certificate of occupancy permit (whether temporary or final) for each Unit.

- B. Escalation Clause. Commencing five (5) years after the approval of this rezoning application, the cash proffers 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.

V. Additional Proffers.

- A. A 5-foot-wide, low-impact, shredded mulch trail connecting Scott Drive to Piedmont Drive and Farrier Way will be constructed and installed within the Property, as shown on the GDP, prior to the issuance of the certificate of occupancy permit (whether temporary or final) for the fiftieth (50th) Unit.
- B. A 20-foot-wide landscaping buffer along the common property boundary with the Huntington Meadows subdivision, and Tax Map Parcels 22-A-108B, 22-A-100C, and 22-A-100D (the “Adjoining Parcels”) will be constructed and installed, as shown on the GDP, prior to starting construction of any Units on lots abutting the Adjoining Parcels.
- C. The minimum lot size for each Unit will be 6,000 square feet.
- D. A tot lot consisting at a minimum of playground equipment and benches will be constructed and installed within the crosshatch area as shown on the GDP, prior to the issuance of the certificate of occupancy permit (whether temporary or final) for the seventy-fifth (75th) Unit. The tot lot equipment and area are as generally depicted on the GDP and attached **Exhibit C.**
- E. The Applicant and Owners agree to dedicate to the County that certain trail generally described as “Proposed Trail,” which is depicted on the attached GDP. This dedication shall occur prior to the County’s issuance of a certificate of occupancy permit (whether temporary or final) for the fiftieth (50th) Unit.
- F. The Applicant agrees to pay an aggregate sum of \$56,024.04 towards the VDOT Safe Routes to School Program for sidewalks along Chancellor Park Drive. This cash proffer will be paid after the final inspection and prior to the issuance of the certificate of occupancy (whether temporary or final) for the (30th) Unit.
- G. The Applicant and Owner agree to pay the sum of \$200,000.00 towards future transportation improvements at the intersection of Harrison and Salem Church and Leavells Roads, which cash proffer will be paid after the final inspection and prior to the issuance of the certificate of occupancy (whether temporary or final) for the thirtieth (30th) Unit.
- H. The Applicant agrees to construct a paved 10’ wide multi-use trail between Harrison Road and Scott drive prior to the issuance of the certificate of occupancy permit (whether temporary or final) for the seventy-fifth (75th) Unit, and dedicate the driveway land to Spotsylvania County.

[AUTHORIZED SIGNATURES TO FOLLOW]

The Applicant and Owners make these Proffers voluntarily, in support of their rezoning application and by our signatures deem them reasonable and appropriate as set out in Virginia Code Section 15.2-2303.4 A.D.1.

WITNESS the following signatures:

APPLICANT:

**Rappahannock Development Group, LLC, a
Virginia limited liability company**

By: _____

Sean J. Haynes, Manager

Date: _____

5/28/21

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Fredericksburg

The foregoing was subscribed, sworn to and acknowledged before me this 28 day of May, 2021, by Sean J. Haynes, Manager of Rappahannock Development Group, LLC, a Virginia limited liability company.

Notary Public

Print Name: Nicole Scott
My Commission Expires: 8/31/22
Registration No. 7588739
[SEAL]



OWNER:

By: Linda C. Curtis

Linda C. Curtis

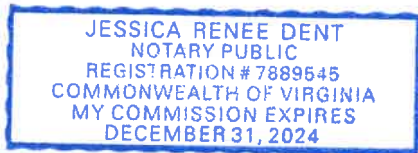
Date: June 7, 2021

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Spotsylvania

The foregoing was subscribed, sworn to and acknowledged before me this 7 day of June, 2021, by Linda C. Curtis, as Owner of Spotsylvania County Tax Parcels 22-A-103, 22-11-5, and 22-11-B4.

Jessica Renee Dent
Notary Public

Print Name: Jessica Dent
My Commission Expires: December 31, 2024
Registration No. 7889545
[SEAL]



OWNER:

By: Leigh Ann Curtis-Chapman
Leigh Ann Curtis-Chapman

Date: June 7, 2021

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Spotsylvania

The foregoing was subscribed, sworn to and acknowledged before me this 7 day of June, 2021, by Leigh Ann Curtis-Chapman as Owner of Spotsylvania County Tax Parcels 22-A-103, 22-11-5, and 22-11-B4.

Jessica Renee Dent
Notary Public

Print Name: Jessica Renee Dent
My Commission Expires: Dec. 31 2024
Registration No. 7889545
[SEAL]

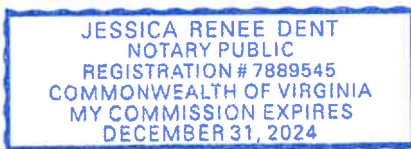


EXHIBIT A

Generalized Development Plan

SADDLE CREEK

GENERALIZED DEVELOPMENT PLAN FOR REZONING

22-11-4B, 22-11-5, & 22-A-103

11513 PIEDMONT DRIVE

SALEM VOTING DISTRICT

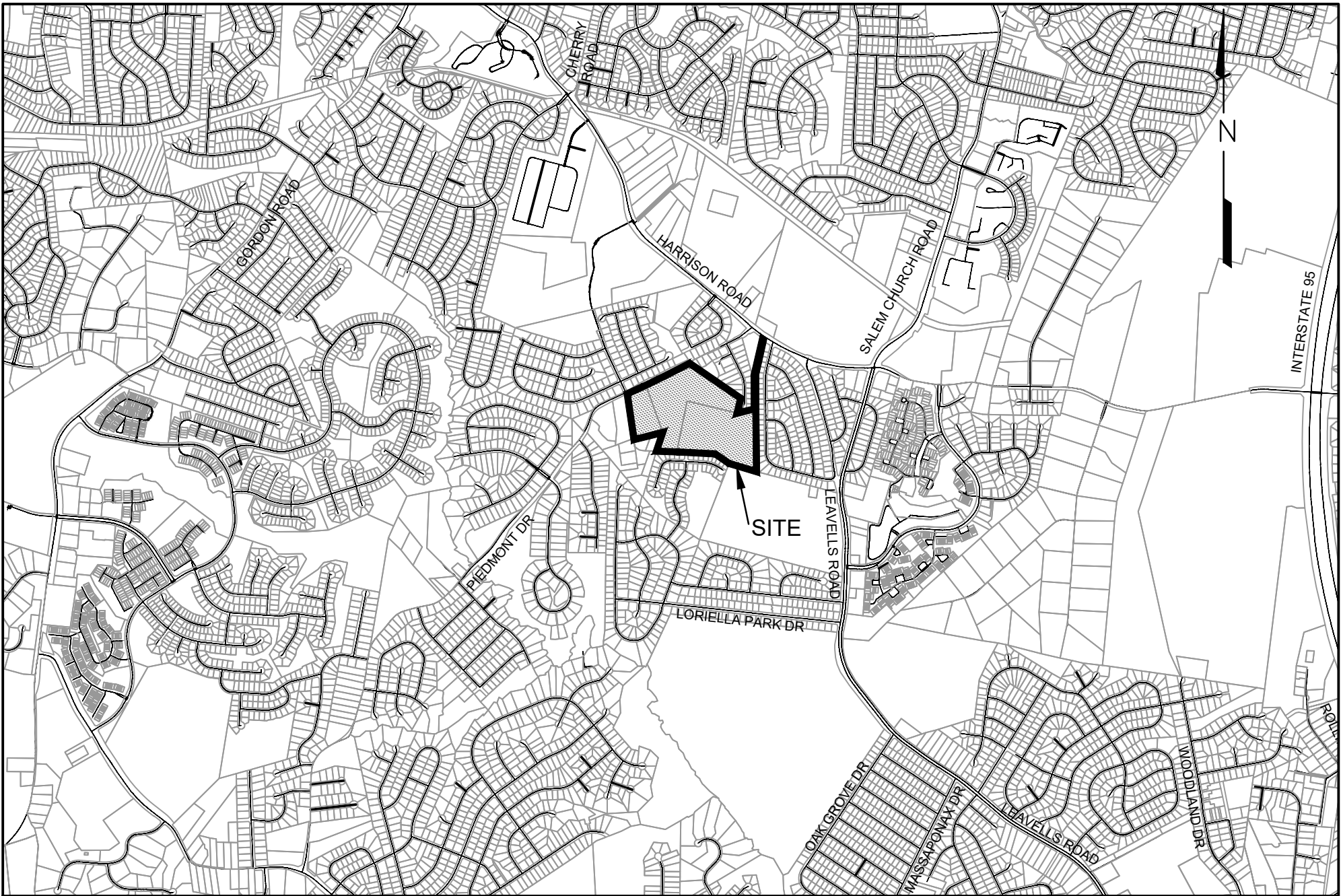
SPOTSYLVANIA COUNTY, VIRGINIA

SHEET INDEX

SHEET	TITLE
SHEET 1	COVER SHEET
SHEET 2	EXISTING CONDITIONS
SHEET 3	GENERALIZED DEVELOPMENT PLAN
SHEET 4	DETAILS

NOTES:

1. SOURCE OF MAPPING:
TOPOGRAPHIC–AERIAL MAPPING PROVIDED BY MCKENZIE SNYDER WITH SUPPLEMENTAL INFORMATION TAKEN FROM SPOTSYLVANIA COUNTY GIS
BOUNDARY–BOUNDARY SURVEY PREPARED BY FAIRBANKS & FRANKLIN IN FEBRUARY 2020.
EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED DURING CONSTRUCTION IN ACCORDANCE WITH THE VA. EROSION AND SEDIMENT CONTROL HANDBOOK.
2. WETLANDS AND STREAM CHANNELS SHOWN ON THIS PLAN WERE DELINEATED BY TNT ENVIRONMENTAL.
3. THERE ARE NO KNOWN DAM BREAK INUNDATION ZONES WITHIN THE LIMITS OF THE SITE.
4. THERE ARE NO KNOWN HISTORIC BUILDINGS, ARCHAEOLOGICAL FEATURES, OR HISTORIC DISTRICTS ON SITE.
5. THERE ARE NO KNOWN PLACES OF BURIAL ON SITE.
6. LANDSCAPING AND SCREENING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 23–5.5 OF THE SPOTSYLVANIA COUNTY CODE, ARTICLE 6 OF THE SPOTSYLVANIA COUNTY DESIGN STANDARDS MANUAL.
7. ALL PARCEL LINES, PARCEL SIZES, BUILDING ENVELOPES, BUILDING 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 THE APPLICANT TO ADDRESS FINAL DEVELOPMENT, ENGINEERING AND DESIGN REGULATIONS, FULFILL COMPLIANCE WITH STATE AND FEDERAL AGENCY AND COMPLIANCE WITH THE REQUIREMENTS OF THE COUNTY'S DEVELOPMENT REGULATIONS. NOTWITHSTANDING THE FOREGOING, ANY SAID ADJUSTMENTS TO THE GDP SHALL BE SUBJECT TO THE APPROVAL OF THE COUNTY'S ZONING ADMINISTRATOR, AND IN NO EVENT SHALL APPROVED ADJUSTMENTS TO THE GDP RELIEVE THE APPLICANT FROM PROVIDING ANY OF THE PROFFERS.
8. STORMWATER MANAGEMENT WILL BE ACHIEVED THROUGH THE USE OF BEST MANAGEMENT PRACTICES LOCATED REGIONALLY AT DRAINAGE OUTFALLS. ALL OUTFALL LOCATIONS WILL BE ANALYZED TO ENSURE THE RECEIVING CHANNELS ARE ADEQUATE AND THAT THE UPSTREAM STORMWATER MANAGEMENT FACILITIES DETAIN THE PEAK POST DEVELOPMENT RUNOFF IN ACCORDANCE WITH APPLICABLE STATE AND COUNTY REQUIREMENTS. AS SHOWN ON THIS GDP, THE APPROXIMATE IMPERVIOUS COVER IS 12 ACRES, THE APPROXIMATE OPEN SPACE IS 22 ACRES, AND THE REMAINING AREA OF APPROXIMATELY 14 ACRES IS MANAGED TURF. THIS DEVELOPMENT WILL REQUIRE A REDUCTION OF TP OF APPROXIMATELY 14.5 LBS. THIS REDUCTION WILL BE ACHIEVED IN THE REGIONAL FACILITIES.
9. ALL REFUSE MUST BE DISPOSED OF AT COUNTY APPROVED DISPOSAL SITES. SOLID WASTE GENERATED BY EACH SINGLE FAMILY ATTACHED AND SINGLE FAMILY DETACHED LOT WILL BE STORED ON THAT RESPECTIVE LOT IN A CONTAINER. A PRIVATE REFUSE COLLECTION SERVICE WILL COLLECT AND TRANSPORT THE SOLID WASTE TO A COUNTY APPROVED DISPOSAL/COLLECTION SITE.
10. BASED UPON GRAPHIC PLOTTING ONLY, THE PROPERTY IS LOCATED WITHIN ZONE X, "AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOODPLAIN", AS PER FLOOD INSURANCE RATE MAP FOR SPOTSYLVANIA COUNTY, VIRGINIA, COMMUNITY PANEL NUMBER 5103080075C EFFECTIVE FEBRUARY 18, 1998.
11. THE HOMEOWNER'S ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL COMMON LAND AND FACILITIES WITHIN THE DEVELOPMENT.
12. ALL PROPOSED SUBDIVISION STREETS SHOWN ON THE PLAN ARE PUBLIC. THE SUBDIVISION STREETS WILL CONNECT TO PIEDMONT DRIVE AND SUNNY MEADOWS DRIVE, BOTH OF WHICH ARE WITHIN PUBLIC RIGHTS OF WAY AND MAINTAINED BY VDOT.
13. ALL LOTS SHALL HAVE DRIVEWAY CONNECTIONS TO THE INTERNAL SUBDIVISION STREETS ONLY. NO LOTS SHALL HAVE DIRECT ACCESS TO PIEDMONT DRIVE.
14. EASEMENTS MAY EXIST THAT ARE NOT SHOWN HEREON.
15. ALL LIGHTING SHALL COMPLY WITH SPOTSYLVANIA COUNTY STANDARDS.
16. THIS DEVELOPMENT SHALL COMPLY WITH ALL SPOTSYLVANIA COUNTY CODE REQUIREMENTS.
17. ALL APPLICABLE ENVIRONMENTAL PERMITS SHALL BE OBTAINED AS REQUIRED FOR SITE PLAN APPROVAL.



VICINITY MAP
SCALE 1"=2000'
SCALE IN FEET (1 INCH=2,000 FEET)

PROPERTY OWNER	APPLICANT	ENGINEER
TM 22-11-4B, TM 22-11-5, & 22-A-103 LINDA C CURTIS OR LEIGH ANN CURTIS-CHAPMAN 6020 HARRISON ROAD FREDERICKSBURG, VA 22407	RAPPAHANNOCK DEVELOPMENT GROUP 1016 CHARLES STREET FREDERICKSBURG, VA 22401 540-273-7498	FAIRBANKS & FRANKLIN 1005 MAHONE STREET FREDERICKSBURG, VIRGINIA 22401 540-899-3700

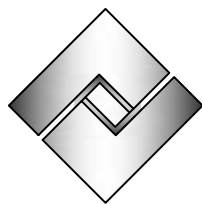
SITE INFORMATION:

TAX PARCELS:	22-11-4B, 22-11-5, & 22-A-103
ADDRESS:	11513 PIEDMONT DRIVE
PRESENT ZONING:	R-1 FOR LOT 22-A-103 PDH-3
PROPOSED ZONING:	SINGLE-FAMILY DETACHED RESIDENTIAL
PROPOSED USE:	SINGLE-FAMILY DETACHED RESIDENTIAL
OVERLAY DISTRICT(S):	HIGHWAY CORRIDOR OVERLAY
PROPERTY AREA:	48.42 AC
R/W DEDICATION:	6.57 AC
TOTAL LOT AREA:	19.87
DENSITY ALLOWED:	3 DU / AC (145 UNITS)
DENSITY PROVIDED:	2.09 DU / AC (101 UNITS)
IMPERVIOUS SURFACE RATIO:	APPROXIMATELY 25.0% (12 AC / 48.42 AC)
LOT COVERAGE RATIO:	APPROXIMATELY 33% (2,500 SF / 7,500 SF)
OPEN SPACE OUTSIDE OF LOTS REQUIRED:	30% (14.52 AC)
OPEN SPACE OUTSIDE OF LOTS PROVIDED:	45.39% (21.98 AC)
a. OPEN SPACE PROVIDED IN RPA, WETLANDS, STREAMS, AND SLOPES 15% OR STEEPER:	12.99 AC
b. OPEN SPACE PROVIDED OUTSIDE OF RPA, WETLANDS, STREAMS, AND SLOPES 15% OR STEEPER:	8.96 AC
DISTURBED ACREAGE:	APPROXIMATELY 32.0 AC
WATER:	PUBLIC WATER
SEWER:	PUBLIC SANITARY SEWER
PARKING REQUIRED:	2 SPACES/UNIT X 101 UNITS = 202 SPACES
PARKING PROVIDED:	202 SPACES
MAXIMUM BUILDING HEIGHT:	2 STORY (APPROX. 35 FT)
MINIMUM YARD REQUIREMENTS:	
FRONT:	20 FT
SIDE:	7.5 FT
REAR:	20 FT
ESTIMATED VEHICLE TRIPS:	REFER TO TRAFFIC STUDY PREPARED BY RAMEY KEMP

ZONING COMPARISON			
SINGLE FAMILY DETACHED	ZONING	R-1	PDH-3
	ALLOWED DENSITY	1 DU PER 2 ACRES (CONV. SUBD.)	3 DWELLING UNITS PER ACRE
	ALLOWED YIELD	1 DU PER 1.5 ACRES (CLUSTER SUBD.) 24 DU (CONV. SUBD.) 32 DU (CLUSTER SUBD.)	145 DU

ESTIMATED WATER AND SEWER USAGE	
WATER USAGE 30,300 GPD	SEWER USAGE 30,300 GPD

TOTAL ESTIMATED VEHICLE TRIP PER DAY(VPD)
ITE TRIP GENERATION MANUAL 10TH EDITION:
SINGLE–FAMILY DETACHED HOUSING – LAND USE CODE 210
101 HOME X 10 TRIPS PER UNIT = 1,010 VPD
NOTE: ACTUAL HIGHEST VPD/UNIT = 9.54. THIS WAS
ROUNDED UP TO 10 IN ACCORDANCE WITH VDOT
METHODOLOGY.



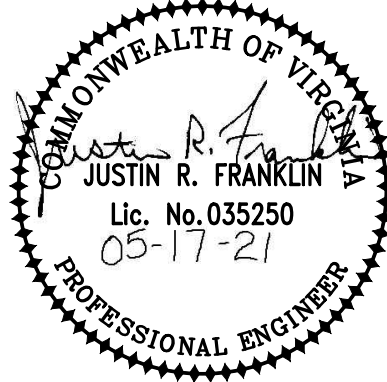
Fairbanks &
Franklin

Civil Engineering
Land Planning

1005 Mahone Street
Fredericksburg, VA 22401
(540) 899-3700

COVER SHEET

SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA



DATE : 02-18-20
DESIGNED: JRF
DRAWN : JRF
CHECKED : JDF

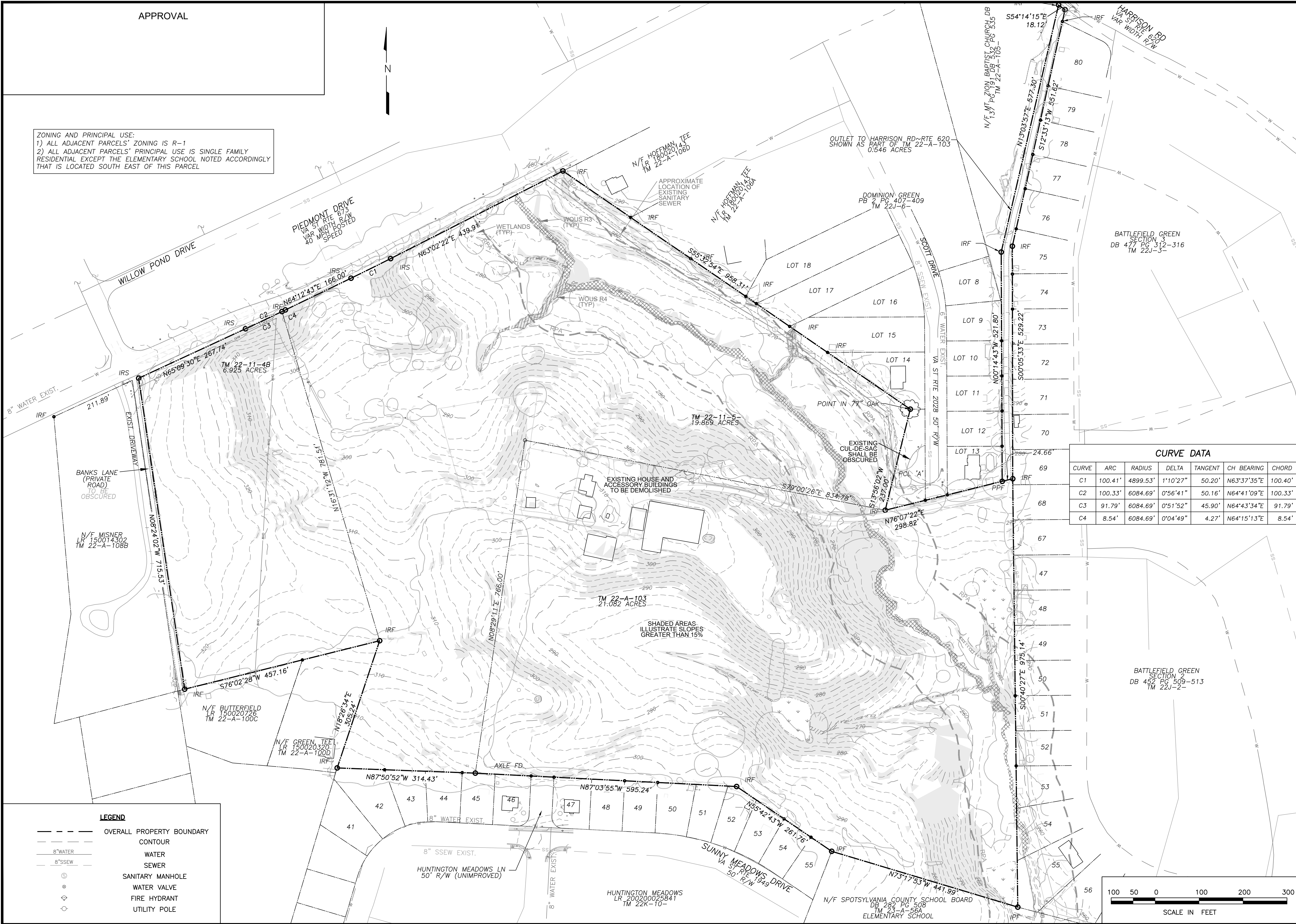
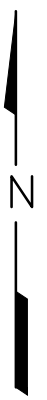
REVISIONS: 10-19-20
03-16-20 12-17-20
04-01-20 01-06-21
06-17-20 02-08-21
08-28-20 05-17-21

DOCUMENT NO.
470-1008

SHEET
1 OF 4

APPROVAL

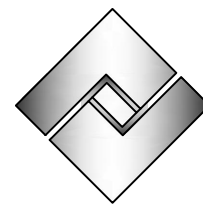
ZONING AND PRINCIPAL USE:
1) ALL ADJACENT PARCELS' ZONING IS R-1
2) ALL ADJACENT PARCELS' PRINCIPAL USE IS SINGLE FAMILY
RESIDENTIAL EXCEPT THE ELEMENTARY SCHOOL NOTED ACCORDINGLY
THAT IS LOCATED SOUTH EAST OF THIS PARCEL



CURVE DATA						
CURVE	ARC	RADIUS	DELTA	TANGENT	CH BEARING	CHORD
C1	100.41'	4899.53'	1°10'27"	50.20'	N63°37'35"E	100.40'
C2	100.33'	6084.69'	0°56'41"	50.16'	N64°41'09"E	100.33'
C3	91.79'	6084.69'	0°51'52"	45.90'	N64°43'34"E	91.79'
C4	8.54'	6084.69'	0°04'49"	4.27'	N64°15'13"E	8.54'

LEGEND

- OVERALL PROPERTY BOUNDARY
- - - CONTOUR
- 8" WATER
- 8" SSEE
- SANITARY MANHOLE
- ⊙ WATER VALVE
- ⊕ FIRE HYDRANT
- UTILITY POLE



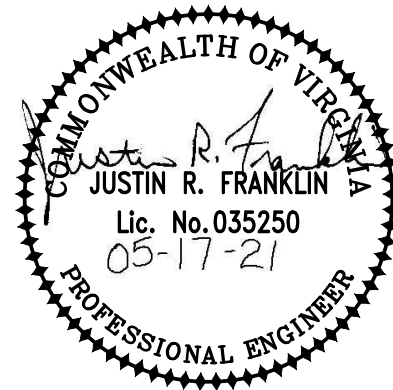
Fairbanks &
Franklin

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1005 Mahone Street
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EXISTING CONDITIONS

SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA

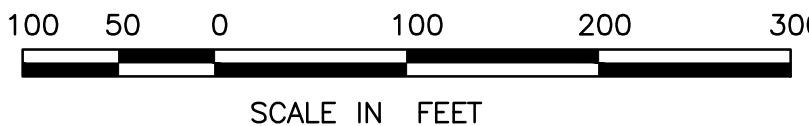


DATE : 02-18-20
DESIGNED: JRF
DRAWN : JRF
CHECKED: JDF

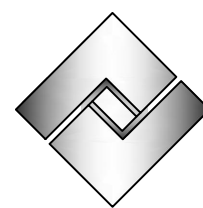
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DOCUMENT NO.
470-1008

SHEET
2 OF 4



APPROVAL



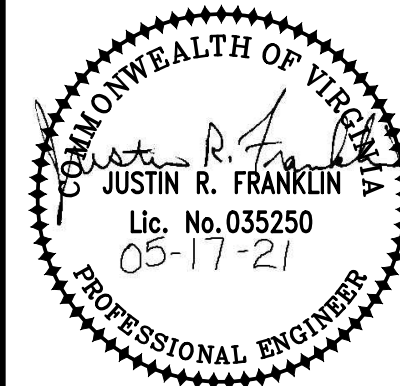
Fairbanks &
Franklin

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Land Planning

1005 Mahone Street
Fredericksburg, VA 22401
(540) 899-3700

GENERALIZED DEVELOPMENT PLAN

SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA



DATE : 02-18-20
DESIGNED : JRF
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DOCUMENT NO.
470-1008

SHEET
3 OF **4**

ZONING AND PRINCIPAL USE:
1) ALL ADJACENT PARCELS' ZONING IS R-1
2) ALL ADJACENT PARCELS' PRINCIPAL USE IS SINGLE FAMILY
RESIDENTIAL EXCEPT THE ELEMENTARY SCHOOL NOTED ACCORDINGLY
THAT IS LOCATED SOUTH EAST OF THIS PARCEL

THE STREET BUFFER ALONG
PIEDMONT DRIVE WILL COMPLY WITH
ARTICLE 6 OF THE DESIGN
STANDARDS MANUAL

PROPOSED 10' PAVED TRAIL ALONG
PIEDMONT DRIVE. TRAIL WILL BE
MAINTAINED BY THE HOA AND BE WITHIN
A PUBLIC ACCESS EASEMENT.
REFLECTIVE BARRICADE IN
ACCORDANCE WITH DSM (PLATE 5-22)
SHALL BE INSTALLED AT END OF TRAIL

BOLLARDS SHALL BE
INSTALLED ON BOTH SIDES OF
TRAIL TO PREVENT
AUTOMOBILE AND ATV
ACCESS

BATTLEFIELD GREEN
SECTION 3
DB 477 PG 312-316
TM 22J-3-

PROPOSED 10' WIDE PAVED
TRAIL. TRAIL AND TRAIL
CORRIDOR SHALL BE
DEDICATED TO
SPOTSYLVANIA COUNTY FOR
PUBLIC USE. TRAIL FOLLOWS
EXISTING DRIVEWAY AND
BETWEEN EXISTING LOT 13
AND PROPOSED LOT 100

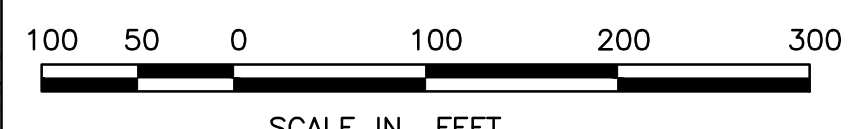
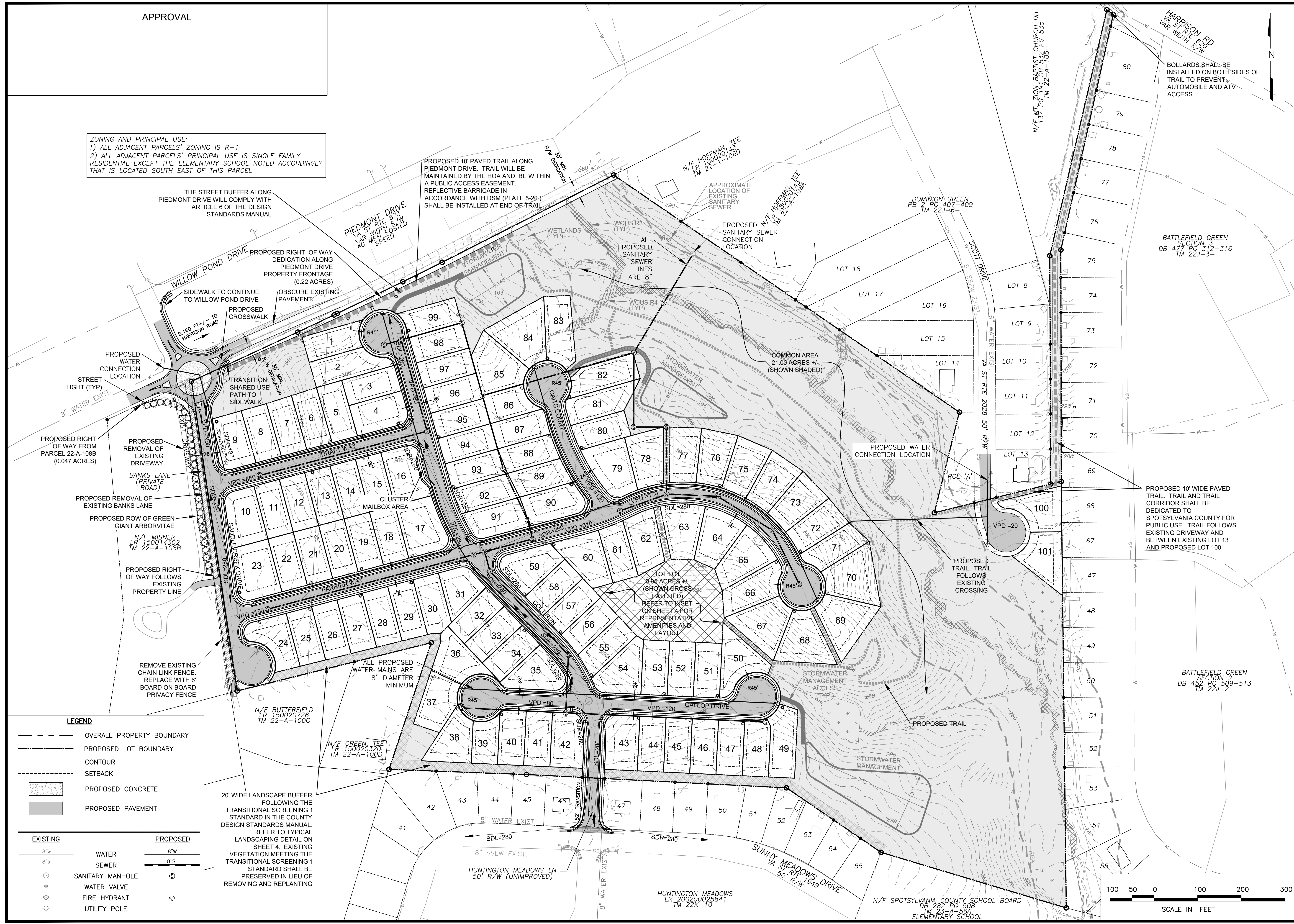
BATTLEFIELD GREEN
SECTION 2
DB 452 PG 509-513
TM 22J-2-

LEGEND

- OVERALL PROPERTY BOUNDARY
- PROPOSED LOT BOUNDARY
- CONTOUR
- SETBACK
- PROPOSED CONCRETE
- PROPOSED PAVEMENT

EXISTING	PROPOSED
8" W	8" W
8" S	8" S
WATER	WATER
SEWER	SEWER
SANITARY MANHOLE	SANITARY MANHOLE
WATER VALVE	WATER VALVE
FIRE HYDRANT	FIRE HYDRANT
UTILITY POLE	UTILITY POLE

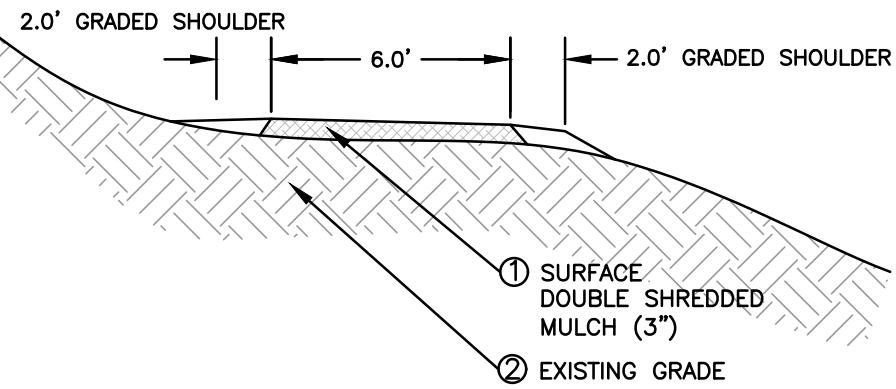
20' WIDE LANDSCAPE BUFFER
FOLLOWING THE
TRANSITIONAL SCREENING 1
STANDARD IN THE COUNTY
DESIGN STANDARDS MANUAL.
REFER TO TYPICAL
LANDSCAPING DETAIL ON
SHEET 4. EXISTING
VEGETATION MEETING THE
TRANSITIONAL SCREENING 1
STANDARD SHALL BE
PRESERVED IN LIEU OF
REMOVING AND REPLANTING



APPROVAL

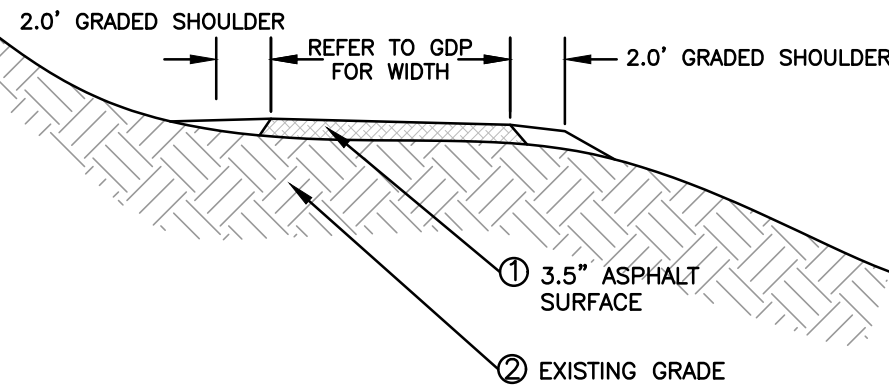
PROPOSED UNPAVED TRAILS

UNPAVED TRAIL SECTION SHALL FOLLOW COUNTY DESIGN STANDARDS MANUAL

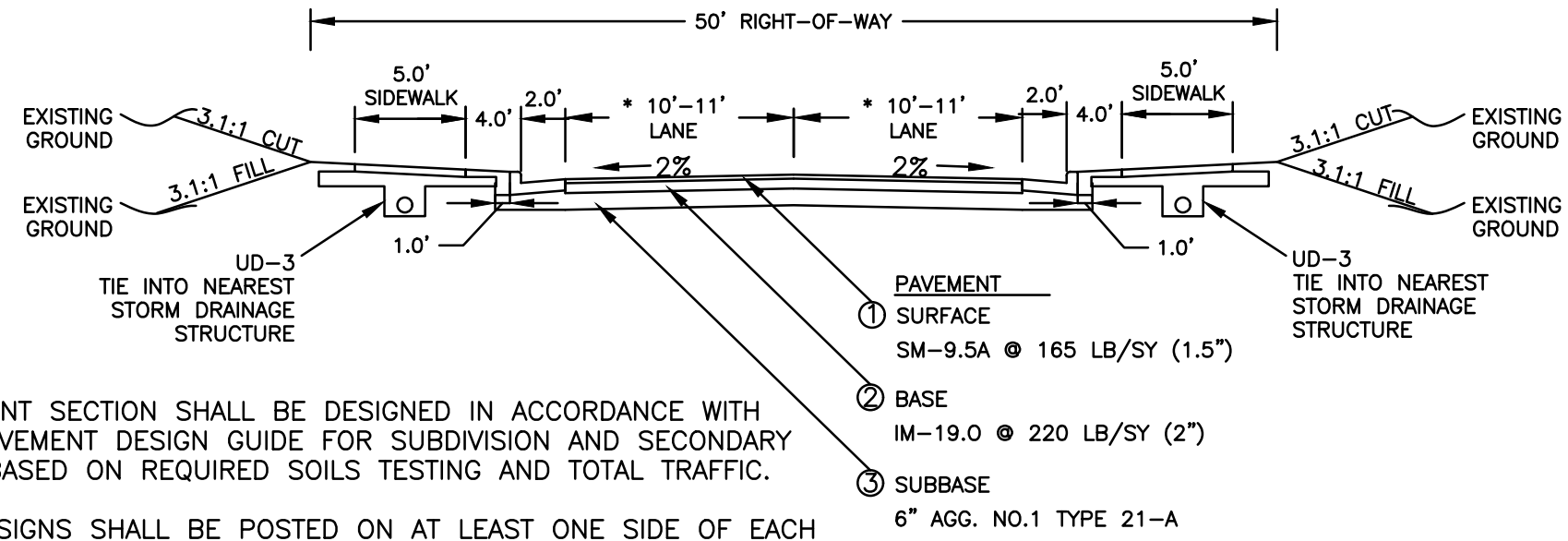


PROPOSED PAVED TRAILS

PAVED TRAIL SECTION SHALL FOLLOW COUNTY DESIGN STANDARDS MANUAL



PROPOSED SUBDIVISION ROADWAYS

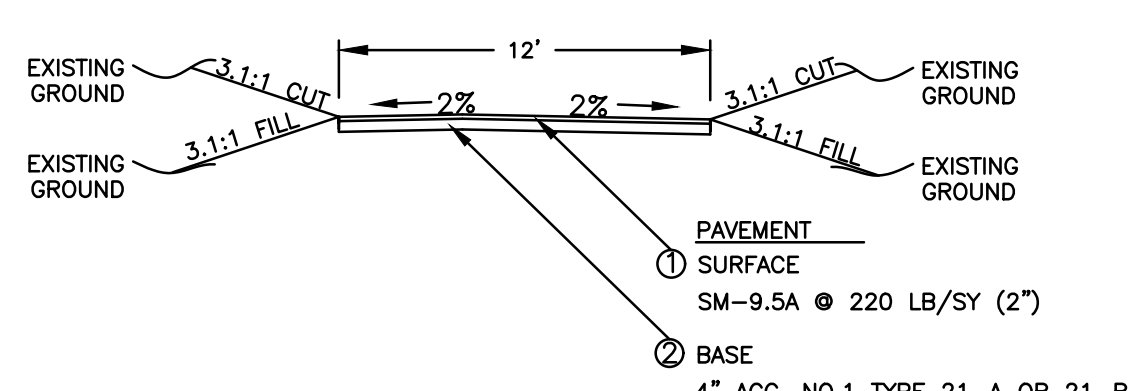


FINAL PAVEMENT SECTION SHALL BE DESIGNED IN ACCORDANCE WITH THE 2014 PAVEMENT DESIGN GUIDE FOR SUBDIVISION AND SECONDARY ROADS AND BASED ON REQUIRED SOILS TESTING AND TOTAL TRAFFIC.

NO PARKING SIGNS SHALL BE POSTED ON AT LEAST ONE SIDE OF EACH STREET AT A SPACING OF APPROXIMATELY 500' AND IN CUL-DE-SAC. SIGNS SHALL BE PLACED OUTSIDE OF THE RIGHT OF WAY.

* REFER TO PLAN FOR LANE WIDTH AND LOCATION OF TRANSITION TO HUNTINGTON MEADOWS DRIVE.

PROPOSED SUBDIVISION DRIVEWAYS



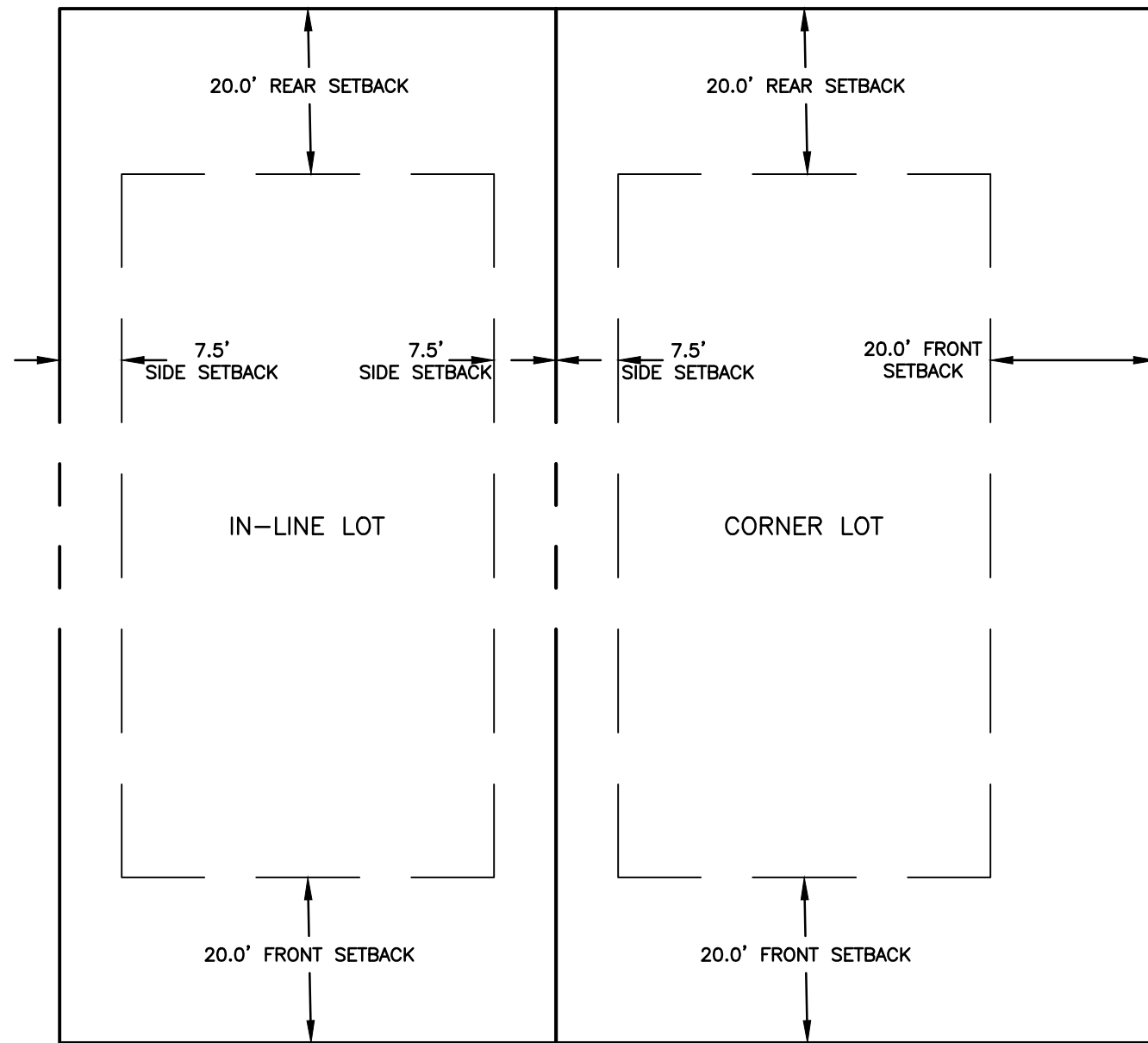
DRIVEWAY CROSS SLOPE SHALL BE 2% IN ONE DIRECTION OR 2% AND CROWNED AT THE CENTERLINE

DRIVEWAY WIDTH SHALL BE INCREASED AT THE APPROACH TO THE GARAGE

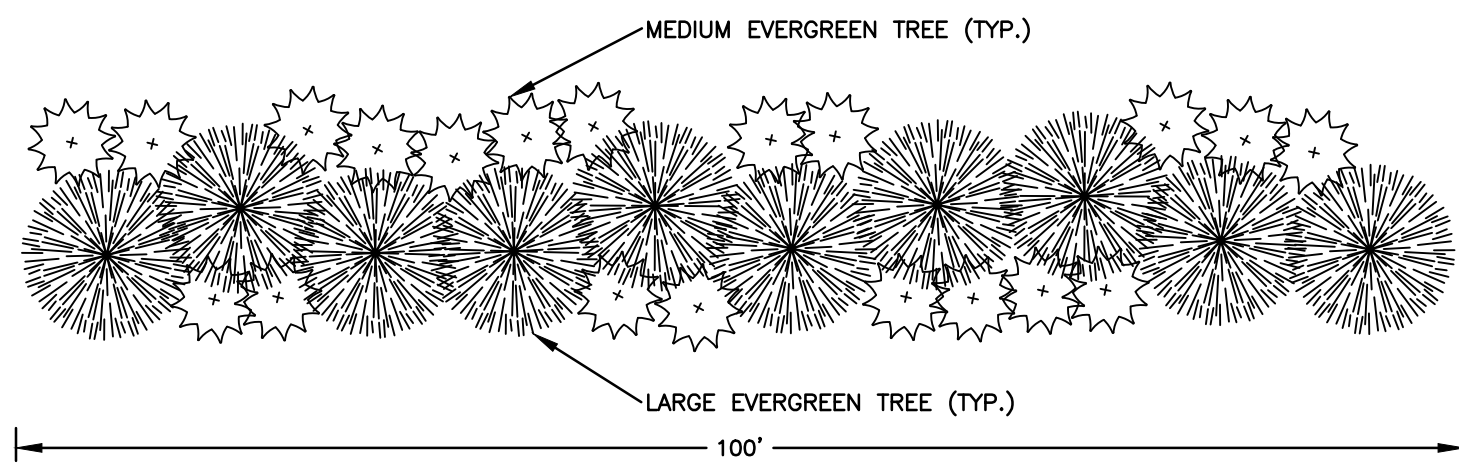
DRIVEWAY MATERIAL MAY BE CONCRETE

DRIVEWAY SHALL CONNECT AT THE SUBDIVISION STREET WITH A VDOT STANDARD CG-9B

LOT DIMENSION DETAIL

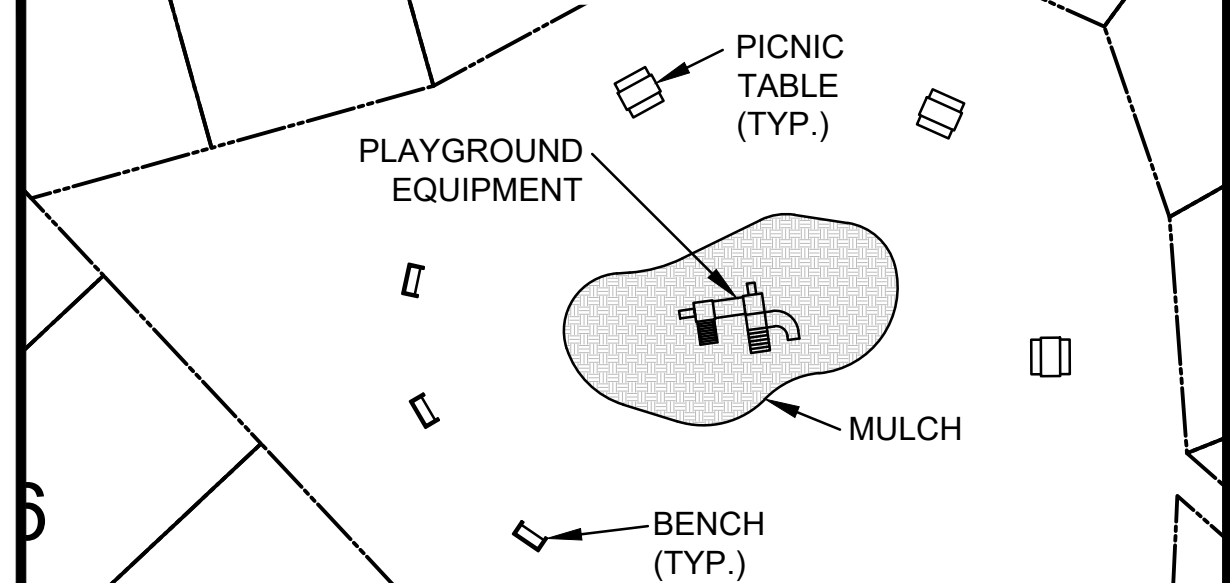


20' WIDE TYPICAL LANDSCAPE BUFFER

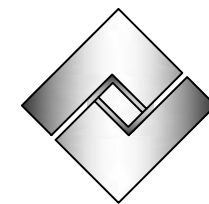
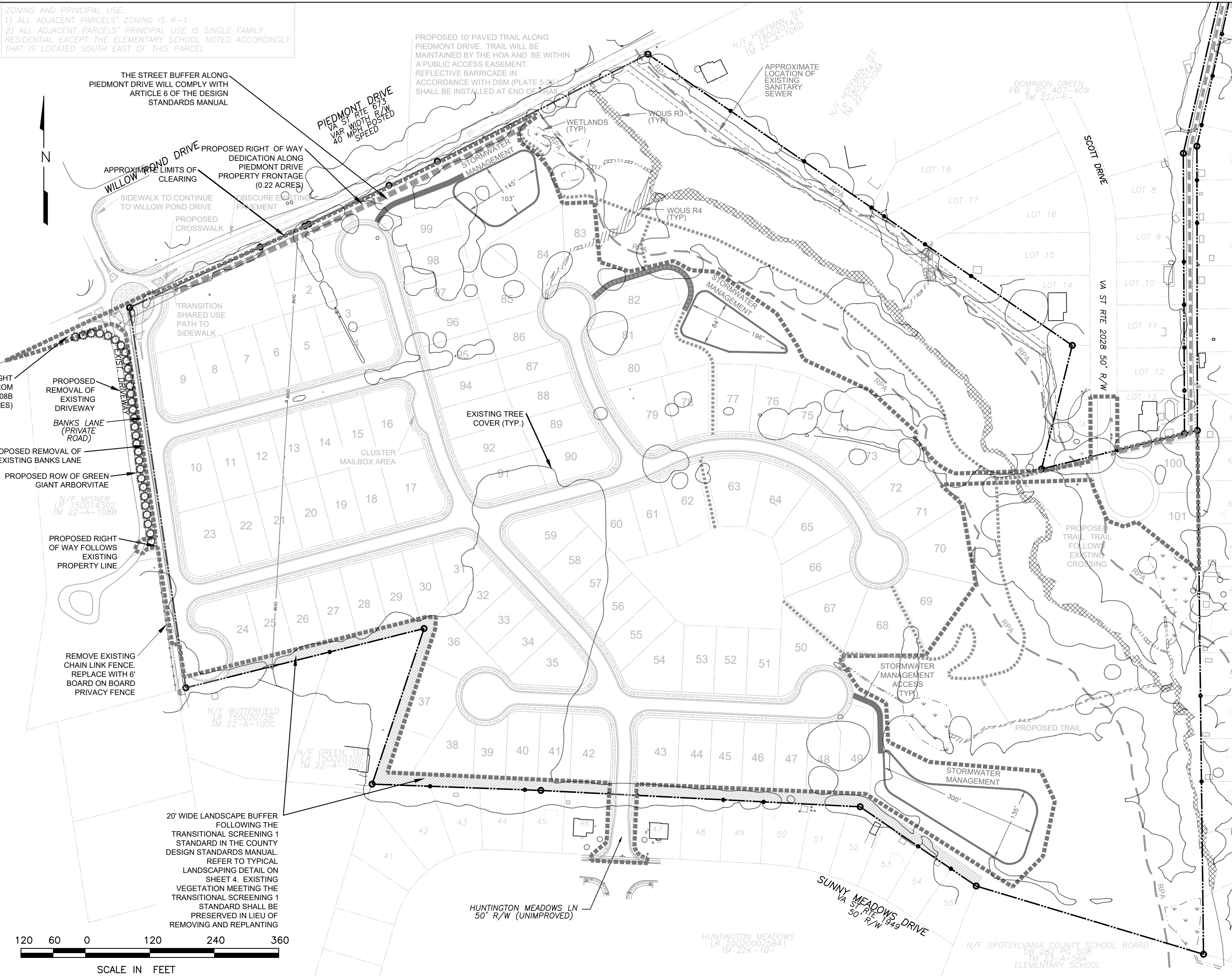


LOT LOT INSET

(NOT TO SCALE)



APPROXIMATE LIMITS OF CLEARING AND TREE COVER



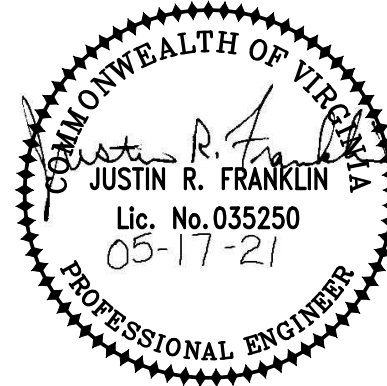
Fairbanks & Franklin

Civil Engineering
Land Planning

1005 Mahone Street
Fredericksburg, VA 22401
(540) 899-3700

DETAILS

SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA



DATE : 02-18-20
DESIGNED: JRF
DRAWN : JRF
CHECKED : JDF

REVISIONS: 10-19-20
03-16-20 12-17-20
04-01-20 01-06-21
06-17-20 02-08-21
08-28-20 05-17-21

DOCUMENT NO.
470-1008

SHEET
4 OF 4

EXHIBIT B

Banks Lane Condemnation

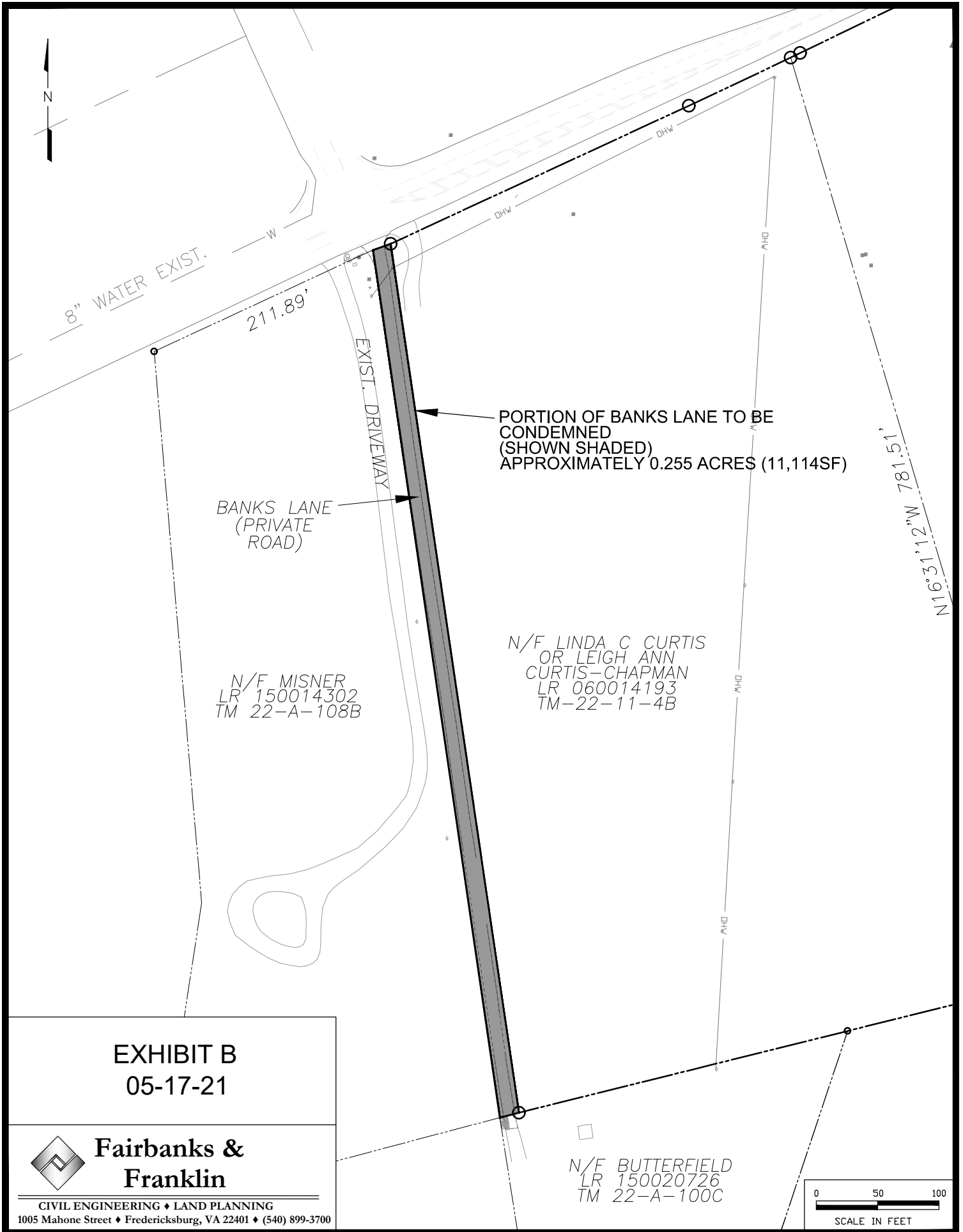


EXHIBIT B
05-17-21



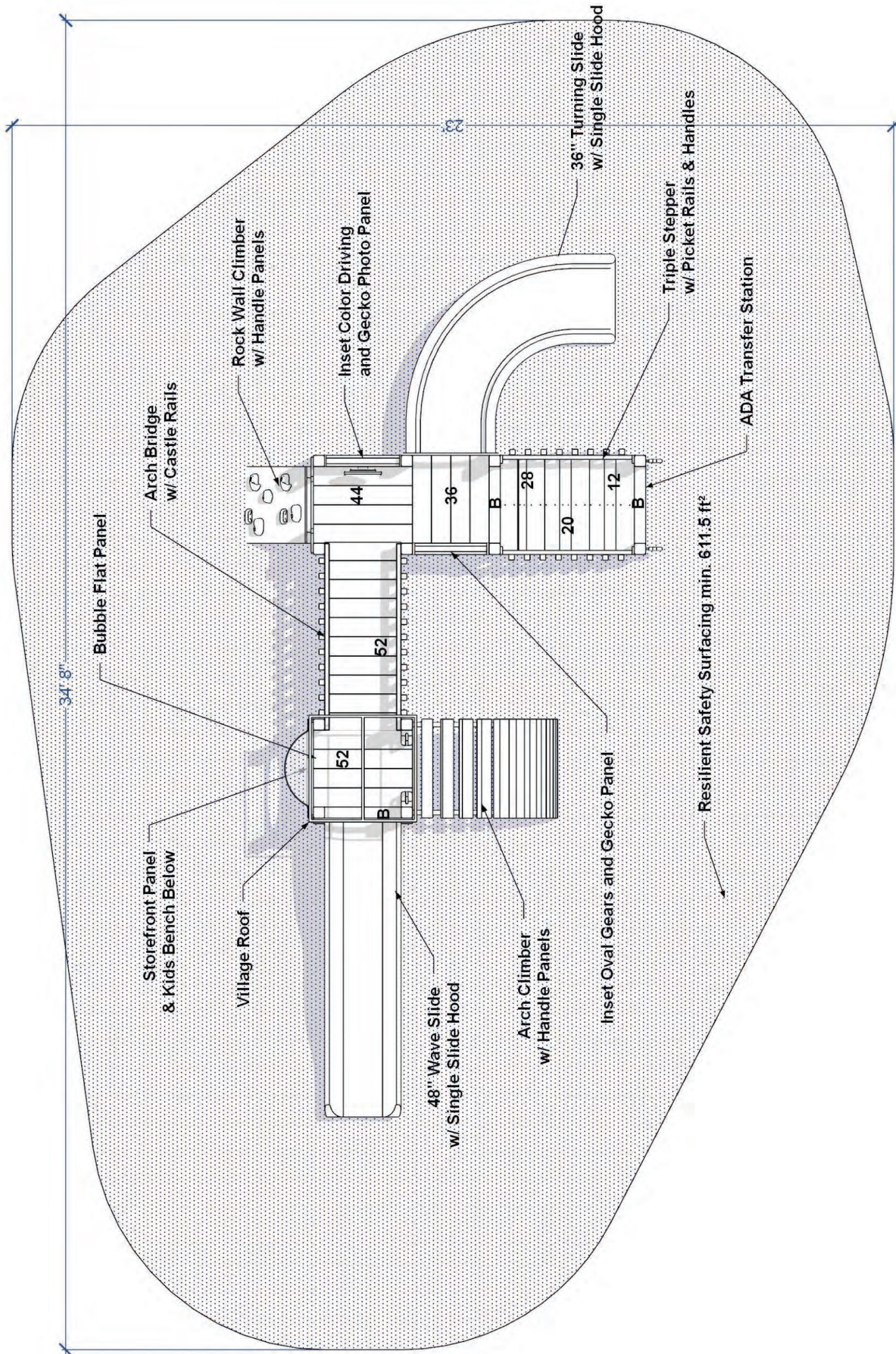
**Fairbanks &
Franklin**

CIVIL ENGINEERING ♦ LAND PLANNING
1005 Mahone Street ♦ Fredericksburg, VA 22401 ♦ (540) 899-3700

Exhibit C

“Tot Lot”





34' 8"

Bubble Flat Panel

Storefront Panel
& Kids Bench Below

Village Roof

Arch Bridge
w/ Castle Rails

Rock Wall Climber
w/ Handle Panels

Inset Color Driving
and Gecko Photo Panel

48" Wave Slide
w/ Single Slide Hood

Arch Climber
w/ Handle Panels

Inset Oval Gears and Gecko Panel

36" Turning Slide
w/ Single Slide Hood

Triple Stepper
w/ Picket Rails & Handles

ADA Transfer Station

Resilient Safety Surfacing min. 611.5 ft²

52

52

44

36

28

20

12

B

B

B

B

B

Exhibit D

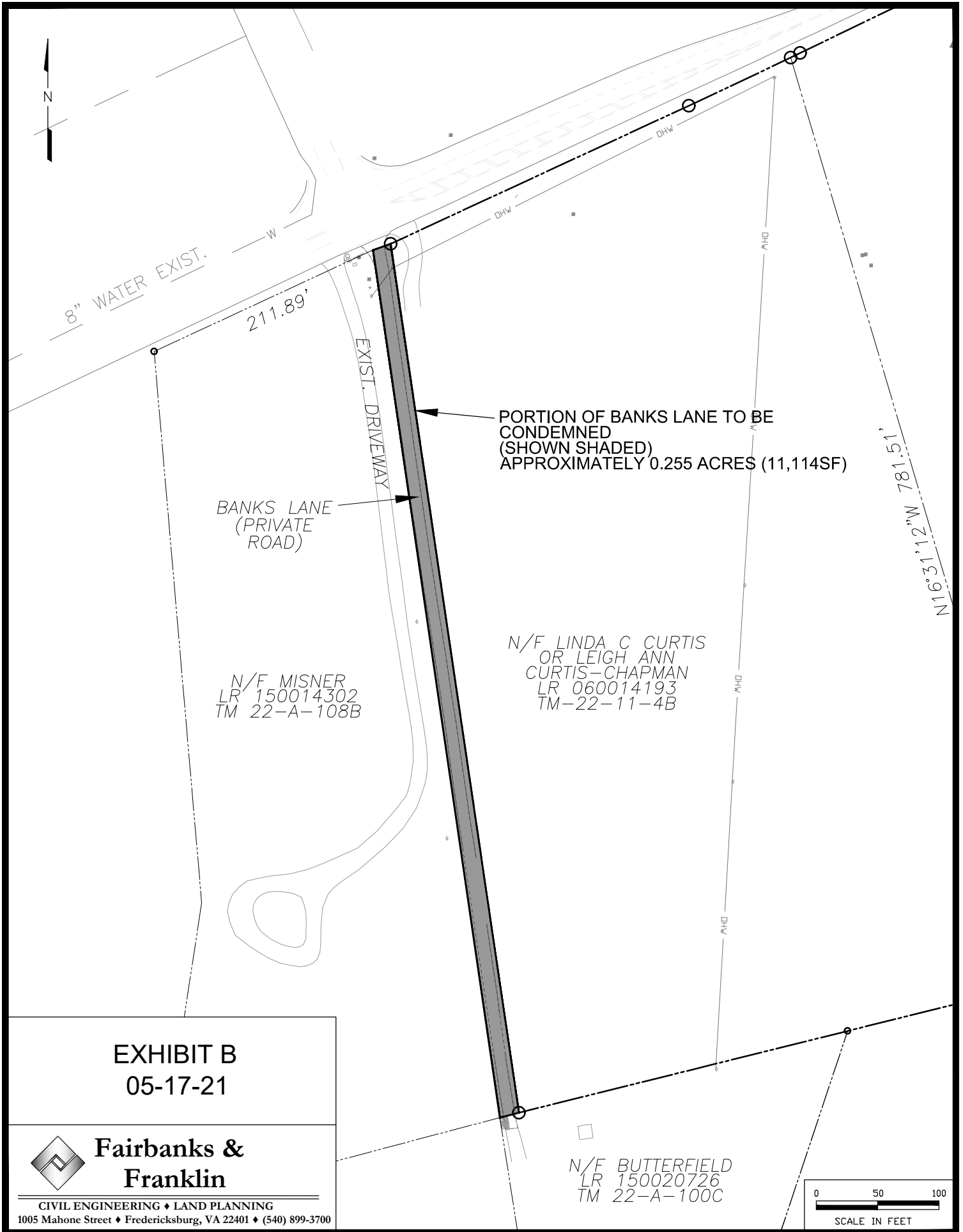
“Agreement”

13660426.1 045478.00005

EXHIBIT C

“Necessary Property”

13660418.1 045478.00005



DRAFT APPROVAL

At a meeting of the Spotsylvania County Board of Supervisors held on July 27, 2021, on a motion by _____, seconded by _____ and passed with a vote of _____, the Board adopts the following resolution:

RESOLUTION NO. 2021-_____ SADDLE CREEK AGREEMENT

To approve and execute an agreement ("Agreement") related to the rezoning application R20-0008 Saddle Creek proffers ("Proffers"), dated May 28, 2021, in substantially the same form as the Agreement attached hereto as Exhibit A.

WHEREAS, on July 27, 2021, the Board of Supervisors will hold a public hearing to consider rezoning application R20-0008, submitted by applicant Rappahannock Development Group, LLC ("Applicant") to rezone three (3) parcels, TM#s 22-A-103, 22-11-4B, and 22-11-5, owned by Linda C. Curtis and Leigh Ann Curtis-Chapman ("Owners"), consisting of approximately 48.42 acres from Residential 1 (R-1) to Planned Development Housing 3 (PDH-3) with the Proffers for the development of 101 single-family detached dwelling units; and

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

WHEREAS, certain Transportation Proffers found in Section III of the Proffers, cannot be completed without condemnation of a parcel of land known as Banks Lane because there is no discernable current owner of this parcel from which to purchase it or have it dedicated. The Banks Lane location, if condemned, will allow for the Owners or Applicant to complete certain proffered transportation improvements including the construction of Piedmont Drive/Saddle Creek intersection improvements which will be dedicated to the Virginia Department of Transportation's (VDOT's) Secondary Highway System; and

WHEREAS, the Virginia Code Section 2.1-219.1 allows for condemnation of private property for the creation of public facilities, which includes transportation facilities such as streets and roads that will be dedicated to public use; and

WHEREAS, execution of this Agreement does not bind the Board or the County to initiate a condemnation of the parcel of land known as Banks Lane nor does it bind the Board to approve the rezoning; and

WHEREAS, the Agreement provides that, should the Board approve the rezoning and thereafter initiate the condemnation, the Owners or Applicant will be responsible for all the costs associated with the condemnation; and

WHEREAS, if the rezoning set forth in application R20-0008 is approved by the Board of Supervisors, the general welfare and good zoning practice are served by the approval and execution of this Agreement to allow for the proffered transportation improvements cited above to be completed at the expense of the Owner or Applicant.

**NOW, THEREFORE, THE SPOTSYLVANIA COUNTY BOARD OF SUPERVISORS
HEREBY RESOLVES:**

1. That the County will enter into this Agreement in substantially the same form as the Agreement attached hereto as Exhibit A with Linda C. Curtis, Leigh Ann Curtis-Chapman, and the applicant, Rappahannock Development Group, LLC, if the Board of Supervisors approves the rezoning set forth in application R20-0008 with the Proffers.
2. That the Board authorizes the County Administrator to execute the Agreement on its and the County's behalf after complete signatures are obtained from all other parties and the County Attorney's office has reviewed those signatures, and the County Administrator is further authorized to administer and effectuate the Agreement on behalf of the Board and the County.

AYES: _____ NOES: _____ ABSTAIN: _____

ADOPTED: _____ REJECTED: _____ STRICKEN: _____

Exhibit A

SADDLE CREEK AGREEMENT

AGREEMENT

This AGREEMENT (the “Agreement”) is made and entered this ____ day of _____, 2021, by and among the COUNTY OF SPOTSYLVANIA, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the “County”), and RAPPAHANNOCK DEVELOPMENT GROUP, LLC, a Virginia Limited Liability Company, and LINDA C. CURTIS and LEIGH ANN CURTIS-CHAPMAN, individuals, all collectively referred to as the “Parties.” Rappahannock Development Group, LLC, Linda C. Curtis, and Leigh Ann Curtis-Chapman are hereinafter collectively referred to as “the Company” for convenience.

PREAMBLE:

WHEREAS, the Company has filed with the County an application to rezone property identified as County Tax Map Parcel 22-A-103 located at 6020 Harrison Road, County Tax Map Parcel 22-11-4B located at 11501 Piedmont Drive, and County Tax Map Parcel 22-11-5 located at 11513 Piedmont Drive all in Spotsylvania County (hereafter collectively “the Property”) to allow the construction of One Hundred and One (101) single family detached dwelling units. The proposed rezoning case is identified in the County’s records as Case No. R20-0008 (the “Rezoning”); and

WHEREAS, as part of the Rezoning and as allowed by Virginia Code and County Ordinance the Company has submitted a proffer statement in which the Company commits to several actions in order to mitigate the Rezoning’s impact on the County and the neighboring properties (the “Proffers” as defined herein); and

WHEREAS, included in the Proffers and as described on the Generalized Development Plan (as defined herein), is a commitment to construct a new public road, including, but not limited to a roundabout, adjoining the entrance at Piedmont Drive opposite Chancellor Park Drive (the “Public Facility”) in the hopes of mitigating the Rezoning’s impact on the County’s transportation facilities and its neighbors; and

WHEREAS, in order to construct the Public Facility and, ultimately, to dedicate the Public Facility to the Virginia Department of Transportation (“VDOT”) for acceptance into the Commonwealth’s Secondary Highway System, the Company or the County must acquire clean title to a portion of property adjacent to the Property (the “Necessary Property” as defined herein); and

WHEREAS, utilizing the County’s authority to condemn property for public facilities is the most expedient and effective way for the Company to ensure clean title to the Necessary Property in order for the Company to construct the Public Facility to the Standard (as defined herein) and Dedicate it (as defined herein); and

WHEREAS, should the County approve the Rezoning, the Company desires to fully reimburse the County for any and all costs associated with the possible condemnation to allow the Company to construct the Public Facility pursuant to the Standard (as defined herein) and Dedicate it (as defined herein); and

WHEREAS, should the County decide to approve the Rezoning, and should the County decide to condemn the Necessary Property, the County desires that the Company be required to fully reimburse the County for any and all fees, costs, expenses, awards or settlements associated with the condemnation and that the Company be required to construct the Public Facility to the Standard (as defined herein) and Dedicate it (as defined herein);

NOW THEREFORE in consideration of the foregoing, the mutual benefits, promises and undertakings of the Parties to this Agreement, 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 a material part of this Agreement.

SECTION 2. DEFINITIONS

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

“Generalized Development Plan” or “GDP” means the document identified as the generalized development plan, entitled Saddle Creek Generalized Development Plan for Rezoning dated 02-18-2020 and last revised on 05-17-2021 included with the Company’s Proffers which is attached hereto and incorporated herein by reference as “Exhibit A”.

“Proffers” means the final proffer statement dated May 28, 2021, approved as part of the Rezoning, executed by the Company which is attached hereto and incorporated herein by reference as “Exhibit B” without the GDP, the Banks Lane Condemnation plat entitled “Exhibit B 5-17-21”, or the Tot Lot exhibit, for efficiency, although all remain part of the proffer statement.

“Necessary Property” means the property which the Company or the County needs to acquire in order to construct the Public Facility and that being described as a “Portion of Banks Lane To Be Condemned” as shown on that certain exhibit plat titled “Exhibit B 05-17-21”, prepared by Fairbanks & Franklin, and attached hereto and incorporated herein by reference as “Exhibit C”.

“Standard” means the standard of design and construction necessary to meet the all the commitments set forth in the Proffers related to the Public Facility, and all applicable Virginia codes, standards, rules, and regulations, and all applicable County ordinances, standards, rules, and regulations, and all applicable VDOT standards, rules, and regulations so as to allow the Public Facility, including the Necessary Property, to be dedicated to VDOT for acceptance into the Commonwealth’s Secondary Highway System as a public road all as determined by the County and VDOT.

“Dedicate” or “Dedicated” means dedicating the Public Facility, including the Necessary Property, to VDOT for acceptance into the Commonwealth’s Secondary Highway System as a public road

and shall include any necessary actions related to the title of the Public Facility as determined by the County and VDOT.

SECTION 3. NECESSARY CONDITIONS

3.1 This Agreement is predicated and conditioned upon the Board of Supervisors of Spotsylvania County (the “Board”) approving the Rezoning. Should the Board not approve the Rezoning, this Agreement shall be void and have no legal effect, and the Parties shall not be bound hereto.

3.2 Nothing herein requires or will be interpreted as requiring or binding the Board to either take the legislative action to approve the Rezoning or to condemn the Necessary Property, both of which are at the sole and absolute discretion of the Board.

SECTION 4. CONDEMNATION AND COMPANY COMMITMENTS

4.1 Should the County approve the Rezoning, the Company shall take all actions required by the County to assist the County in its consideration, and preparation, of condemning the Necessary Property to include, but not be limited to any title work and drafting of road plans for submission to VDOT. Should the County initiate the condemnation as set forth in Section 4.2, the County’s costs related to its consideration and preparation of condemning the Necessary Property shall be reimbursed by the Company as set forth in Section 4.3 to the extent the Company has not already paid for or undertaken the services on behalf of the County.

4.2 Should the County initiate the process of condemning the Necessary Property by issuing a bona fide offer or adopting a resolution authorizing the condemnation within 90 days after the dedication of the offsite right-of-way area as shown and depicted on the GDP as “Proposed Right of Way from Parcel 22-A-108B (0.047 acres)” to the County, which necessarily includes VDOT approval of the dedicated land (“County Condemnation Period”), the Company commits to the following, which shall collectively be referred to as the “Company Commitments.” The Company will extend the County Condemnation Period for a reasonable period thereafter so long as the County is diligently pursuing the condemnation in accordance with this Agreement and the extension will not be unreasonably withheld.

4.2.a. The Company will reimburse the County for any and all fees, costs, and expenses associated with the condemnation of the Necessary Property without limitation and to specifically include, but not be limited to, the reasonable costs of engaging and utilizing outside legal counsel for the County’s legal representation, appraisal costs including any necessary testimony and related expenses, the amount of any bona fide offer the County makes to the landowner in accordance with §25.1-204 of the Virginia Code (1950), or any amount the County deems to be a reasonable settlement for the proposed acquisition, the funds deposited with the court under the Certificate of Take in accordance with §25.1-305 of the Virginia Code (1950), as amended, the cost and related expenses of hiring any additional expert witnesses deemed necessary by the County or the County’s outside legal counsel for the condemnation proceedings, any statutorily required costs or expenses the County may be obligated to pay to the landowner within the condemnation proceeding, the entire amount of any award or settlement

amount in the condemnation proceeding, including interest, and including a flat fee designed to reimburse the County for its administrative costs in the amount of Ten Thousand Dollars (\$10,000) (the "Administrative Fee"). The County's Administrative Fee will be paid by the Company to the County in full within fourteen (14) days after the County has initiated the process of condemnation of the Necessary Property as set forth in Section 4.2. All other costs associated with the condemnation shall be paid to the County in full within fourteen (14) days of the County's delivery (whether via email or by mail) to the Company of an invoice related to services rendered in the condemnation of the Necessary Property which have been previously paid by the County. In the alternative, the County may direct its counsel, appraisers, contractors, vendors, and others providing services in support of the condemnation to present the Company with their invoices directly, which the Company will pay in full on behalf of the County within thirty (30) days of their mailing, or within the invoice payment period, whichever is shorter. Any late fees or costs accrued based upon the Company failing to directly pay invoices timely presented to it by the County will be the responsibility of the Company. The Administrative Fee and all acquisition and/or condemnation costs paid by the Company hereunder will not be refunded under any circumstance, except in the event if the County unreasonably refuses to complete, once begun, the condemnation of the Necessary Property.

4.2.b The Company will complete construction of the Public Facility as set forth on Sheet 3 of 4 of the GDP prior to, and as a condition of, the issuance of the first certificate of occupancy for a residential unit on the Property and, in no event, later than thirty-six (36) months after the Rezoning is approved, except and unless the County agrees to amend this Agreement. The Company will construct the Public Facility to the Standard to allow the Public Facility, including the Necessary Property, to be Dedicated.

4.2.c Upon completion of the Public Facility, the Company will take all legally required steps as directed by the County and VDOT to Dedicate the Public Facility.

SECTION 5. LIABILITY

5.1 The Company will at all times and without limitation hold the County, its officials, employees, contractors, and agents harmless from, and indemnify and defend the County, its officials, employees, contractors, and agents against, any and all actions, judgments, and claims, real or alleged, against the County, its officials, employees, contractors, or agents related in any way to the actions contemplated in this Agreement including, but not limited to, any and all condemnation actions and construction activities related to the Necessary Property, the Public Facility, either or both. Legal counsel utilized by the Company to meet these obligations will be retained subject to the consent and approval of the Spotsylvania County Attorney. Any judgments against the County, its officials, employees, contractors, and agents from which the Company has agreed to hold the County, its officials, employees, contractors, and agents harmless herein shall be paid by the Company in full within thirty (30) days of the judgment being entered. These provisions will survive the termination or expiration of this Agreement.

5.2 The foregoing will not be interpreted in any way to waive the County's lawful enjoyment of sovereign immunity.

SECTION 6. MISCELLANEOUS

6.1 This Agreement constitutes the full agreement between the Parties and shall bind the Parties, their heirs, their successors in interest in the Property, and their assigns. This Agreement may only be amended by written agreement between the Parties.

6.2 This Agreement will be construed and interpreted in accordance with the laws of the Commonwealth of Virginia.

6.3 Any legal action arising out of this Agreement will be heard in the Court of competent jurisdiction in Spotsylvania County, Virginia.

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

6.5 Neither failure on the part of the County to enforce any covenant or provision contained in this Agreement nor any waiver of any right under this Agreement will discharge or invalidate such covenant or provision or affect the right of the County to enforce the same right in the event of any subsequent default.

6.6 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.

6.7 Rappahannock Development Group, LLC hereby warrants and covenants that the individual executing this Agreement on its behalf is authorized by Rappahannock Development Group, LLC to do so and that it shall be so bound hereunder.

[AUTHORIZED SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, hereto agree and have executed this Agreement as of the date first written above.

COUNTY OF SPOTSYLVANIA, VIRGINIA

By: _____ (SEAL)

Ed Petrovitch

COUNTY ADMINISTRATOR

COMMONWEALTH OF VIRGINIA

COUNTY OF SPOTSYLVANIA, to-wit:

The foregoing Agreement was acknowledged before me this the _____ day of _____ 2021, by Ed Petrovitch, County Administrator of Spotsylvania County.

Notary Public

My Commission Expires: _____

My Registration No.: _____

APPROVED AS TO FORM:

County Attorney

SIGNATURE PAGES TO FOLLOW

RAPPAHANNOCK DEVELOPMENT GROUP, LLC,
a Virginia Limited Liability Company

By: _____ (Sign)

Name: _____ (Print)

Title: _____

STATE OF _____

CITY/COUNTY OF _____, to-wit:

The foregoing Agreement was acknowledged this the _____ day of _____, 2021, by _____ who is the _____ of Rappahannock Development Group, LLC.

Notary Public

My Commission Expires: _____

My Registration No.: _____

SIGNATURE PAGES TO FOLLOW

LINDA C. CURTIS

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

The foregoing Agreement was acknowledged before me this the _____ day of _____
2021, by Linda C. Curtis.

Notary Public

My Commission Expires: _____
My Registration No.: _____

SIGNATURE PAGE TO FOLLOW

LEIGH ANN CURTIS-CHAPMAN

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

The foregoing Agreement was acknowledged before me this the _____ day of _____
2021, by Leigh Ann Curtis-Chapman.

Notary Public

My Commission Expires: _____
My Registration No.: _____

EXHIBIT A

“Generalized Development Plan”

SADDLE CREEK

GENERALIZED DEVELOPMENT PLAN FOR REZONING

22-11-4B, 22-11-5, & 22-A-103

11513 PIEDMONT DRIVE

SALEM VOTING DISTRICT

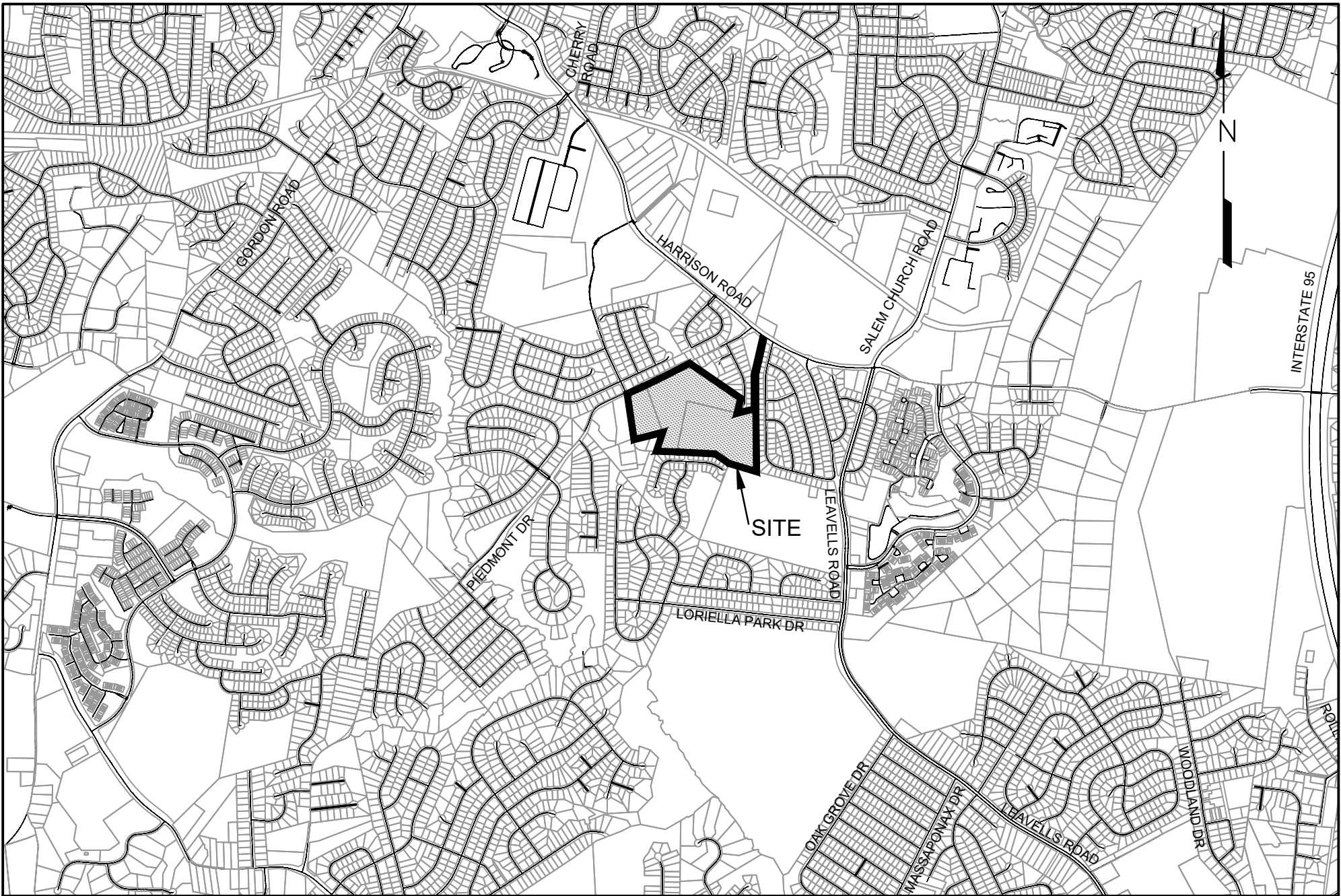
SPOTSYLVANIA COUNTY, VIRGINIA

SHEET INDEX

SHEET	TITLE
SHEET 1	COVER SHEET
SHEET 2	EXISTING CONDITIONS
SHEET 3	GENERALIZED DEVELOPMENT PLAN
SHEET 4	DETAILS

NOTES:

- SOURCE OF MAPPING:
TOPOGRAPHIC–AERIAL MAPPING PROVIDED BY MCKENZIE SNYDER WITH SUPPLEMENTAL INFORMATION TAKEN FROM SPOTSYLVANIA COUNTY GIS
BOUNDARY–BOUNDARY SURVEY PREPARED BY FAIRBANKS & FRANKLIN IN FEBRUARY 2020.
EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED DURING CONSTRUCTION IN ACCORDANCE WITH THE VA. EROSION AND SEDIMENT CONTROL HANDBOOK.
- WETLANDS AND STREAM CHANNELS SHOWN ON THIS PLAN WERE DELINEATED BY TNT ENVIRONMENTAL.
- THERE ARE NO KNOWN DAM BREAK INUNDATION ZONES WITHIN THE LIMITS OF THE SITE.
- THERE ARE NO KNOWN HISTORIC BUILDINGS, ARCHAEOLOGICAL FEATURES, OR HISTORIC DISTRICTS ON SITE.
- THERE ARE NO KNOWN PLACES OF BURIAL ON SITE.
- LANDSCAPING AND SCREENING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 23–5.5 OF THE SPOTSYLVANIA COUNTY CODE, ARTICLE 6 OF THE SPOTSYLVANIA COUNTY DESIGN STANDARDS MANUAL.
- ALL PARCEL LINES, PARCEL SIZES, BUILDING ENVELOPES, BUILDING 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 THE APPLICANT TO ADDRESS FINAL DEVELOPMENT, ENGINEERING AND DESIGN REGULATIONS, FULFILL COMPLIANCE WITH STATE AND FEDERAL AGENCY AND COMPLIANCE WITH THE REQUIREMENTS OF THE COUNTY'S DEVELOPMENT REGULATIONS. NOTWITHSTANDING THE FOREGOING, ANY SAID ADJUSTMENTS TO THE GDP SHALL BE SUBJECT TO THE APPROVAL OF THE COUNTY'S ZONING ADMINISTRATOR, AND IN NO EVENT SHALL APPROVED ADJUSTMENTS TO THE GDP RELIEVE THE APPLICANT FROM PROVIDING ANY OF THE PROFFERS.
- STORMWATER MANAGEMENT WILL BE ACHIEVED THROUGH THE USE OF BEST MANAGEMENT PRACTICES LOCATED REGIONALLY AT DRAINAGE OUTFALLS. ALL OUTFALL LOCATIONS WILL BE ANALYZED TO ENSURE THE RECEIVING CHANNELS ARE ADEQUATE AND THAT THE UPSTREAM STORMWATER MANAGEMENT FACILITIES DETAIN THE PEAK POST DEVELOPMENT RUNOFF IN ACCORDANCE WITH APPLICABLE STATE AND COUNTY REQUIREMENTS. AS SHOWN ON THIS GDP, THE APPROXIMATE IMPERVIOUS COVER IS 12 ACRES, THE APPROXIMATE OPEN SPACE IS 22 ACRES, AND THE REMAINING AREA OF APPROXIMATELY 14 ACRES IS MANAGED TURF. THIS DEVELOPMENT WILL REQUIRE A REDUCTION OF TP OF APPROXIMATELY 14.5 LBS. THIS REDUCTION WILL BE ACHIEVED IN THE REGIONAL FACILITIES.
- ALL REFUSE MUST BE DISPOSED OF AT COUNTY APPROVED DISPOSAL SITES. SOLID WASTE GENERATED BY EACH SINGLE FAMILY ATTACHED AND SINGLE FAMILY DETACHED LOT WILL BE STORED ON THAT RESPECTIVE LOT IN A CONTAINER. A PRIVATE REFUSE COLLECTION SERVICE WILL COLLECT AND TRANSPORT THE SOLID WASTE TO A COUNTY APPROVED DISPOSAL/COLLECTION SITE.
- BASED UPON GRAPHIC PLOTTING ONLY, THE PROPERTY IS LOCATED WITHIN ZONE X, "AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOODPLAIN", AS PER FLOOD INSURANCE RATE MAP FOR SPOTSYLVANIA COUNTY, VIRGINIA, COMMUNITY PANEL NUMBER 5103080075C EFFECTIVE FEBRUARY 18, 1998.
- THE HOMEOWNER'S ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL COMMON LAND AND FACILITIES WITHIN THE DEVELOPMENT.
- ALL PROPOSED SUBDIVISION STREETS SHOWN ON THE PLAN ARE PUBLIC. THE SUBDIVISION STREETS WILL CONNECT TO PIEDMONT DRIVE AND SUNNY MEADOWS DRIVE, BOTH OF WHICH ARE WITHIN PUBLIC RIGHTS OF WAY AND MAINTAINED BY VDOT.
- ALL LOTS SHALL HAVE DRIVEWAY CONNECTIONS TO THE INTERNAL SUBDIVISION STREETS ONLY. NO LOTS SHALL HAVE DIRECT ACCESS TO PIEDMONT DRIVE.
- EASEMENTS MAY EXIST THAT ARE NOT SHOWN HEREON.
- ALL LIGHTING SHALL COMPLY WITH SPOTSYLVANIA COUNTY STANDARDS.
- THIS DEVELOPMENT SHALL COMPLY WITH ALL SPOTSYLVANIA COUNTY CODE REQUIREMENTS.
- ALL APPLICABLE ENVIRONMENTAL PERMITS SHALL BE OBTAINED AS REQUIRED FOR SITE PLAN APPROVAL.



VICINITY MAP
SCALE 1"=2000'
SCALE IN FEET (1 INCH=2,000 FEET)

PROPERTY OWNER	APPLICANT	ENGINEER
TM 22-11-4B, TM 22-11-5, & 22-A-103 LINDA C CURTIS OR LEIGH ANN CURTIS-CHAPMAN 6020 HARRISON ROAD FREDERICKSBURG, VA 22407	RAPPAHANNOCK DEVELOPMENT GROUP 1016 CHARLES STREET FREDERICKSBURG, VA 22401 540-273-7498	FAIRBANKS & FRANKLIN 1005 MAHONE STREET FREDERICKSBURG, VIRGINIA 22401 540-899-3700

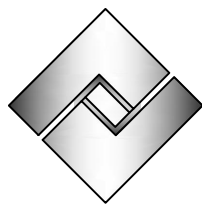
SITE INFORMATION:

TAX PARCELS:	22-11-4B, 22-11-5, & 22-A-103
ADDRESS:	11513 PIEDMONT DRIVE
PRESENT ZONING:	R-1 FOR LOT 22-A-103 PDH-3
PROPOSED ZONING:	SINGLE-FAMILY DETACHED RESIDENTIAL
PRESENT USE:	SINGLE-FAMILY DETACHED RESIDENTIAL
PROPOSED USE:	HIGHWAY CORRIDOR OVERLAY
OVERLAY DISTRICT(S):	48.42 AC
PROPERTY AREA:	6.57 AC
R/W DEDICATION:	19.87
TOTAL LOT AREA:	3 DU / AC (145 UNITS)
DENSITY ALLOWED:	2.09 DU / AC (101 UNITS)
DENSITY PROVIDED:	APPROXIMATELY 25.0% (12 AC / 48.42 AC)
IMPERVIOUS SURFACE RATIO:	APPROXIMATELY 33% (2,500 SF / 7,500 SF)
LOT COVERAGE RATIO:	30% (14.52 AC)
OPEN SPACE OUTSIDE OF LOTS REQUIRED:	45.39% (21.98 AC)
OPEN SPACE OUTSIDE OF LOTS PROVIDED:	12.99 AC
a. OPEN SPACE PROVIDED IN RPA, WETLANDS, STREAMS, AND SLOPES 15% OR STEEPER:	
b. OPEN SPACE PROVIDED OUTSIDE OF RPA, WETLANDS, STREAMS, AND SLOPES 15% OR STEEPER:	8.96 AC
DISTURBED ACREAGE:	APPROXIMATELY 32.0 AC
WATER:	PUBLIC WATER
SEWER:	PUBLIC SANITARY SEWER
PARKING REQUIRED:	2 SPACES/UNIT X 101 UNITS = 202 SPACES
PARKING PROVIDED:	202 SPACES
MAXIMUM BUILDING HEIGHT:	2 STORY (APPROX. 35 FT)
MINIMUM YARD REQUIREMENTS:	
FRONT:	20 FT
SIDE:	7.5 FT
REAR:	20 FT
ESTIMATED VEHICLE TRIPS:	REFER TO TRAFFIC STUDY PREPARED BY RAMEY KEMP

ZONING COMPARISON			
SINGLE FAMILY DETACHED	ZONING	R-1	PDH-3
	ALLOWED DENSITY	1 DU PER 2 ACRES (CONV. SUBD.)	3 DWELLING UNITS PER ACRE
	ALLOWED YIELD	1 DU PER 1.5 ACRES (CLUSTER SUBD.) 24 DU (CONV. SUBD.) 32 DU (CLUSTER SUBD.)	145 DU

ESTIMATED WATER AND SEWER USAGE	
WATER USAGE 30,300 GPD	SEWER USAGE 30,300 GPD

TOTAL ESTIMATED VEHICLE TRIP PER DAY(VPD)
ITE TRIP GENERATION MANUAL 10TH EDITION:
SINGLE–FAMILY DETACHED HOUSING – LAND USE CODE 210
101 HOME X 10 TRIPS PER UNIT = 1,010 VPD
NOTE: ACTUAL HIGHEST VPD/UNIT = 9.54. THIS WAS
ROUNDED UP TO 10 IN ACCORDANCE WITH VDOT
METHODOLOGY.



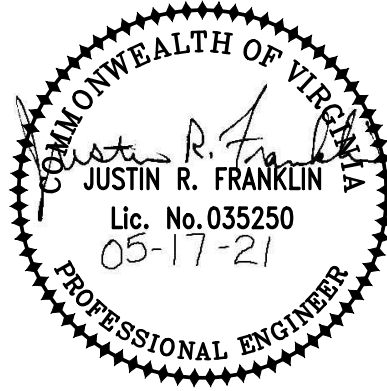
Fairbanks &
Franklin

Civil Engineering
Land Planning

1005 Mahone Street
Fredericksburg, VA 22401
(540) 899-3700

COVER SHEET

SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA



DATE : 02-18-20
DESIGNED: JRF
DRAWN : JRF
CHECKED : JDF

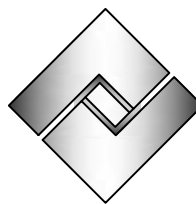
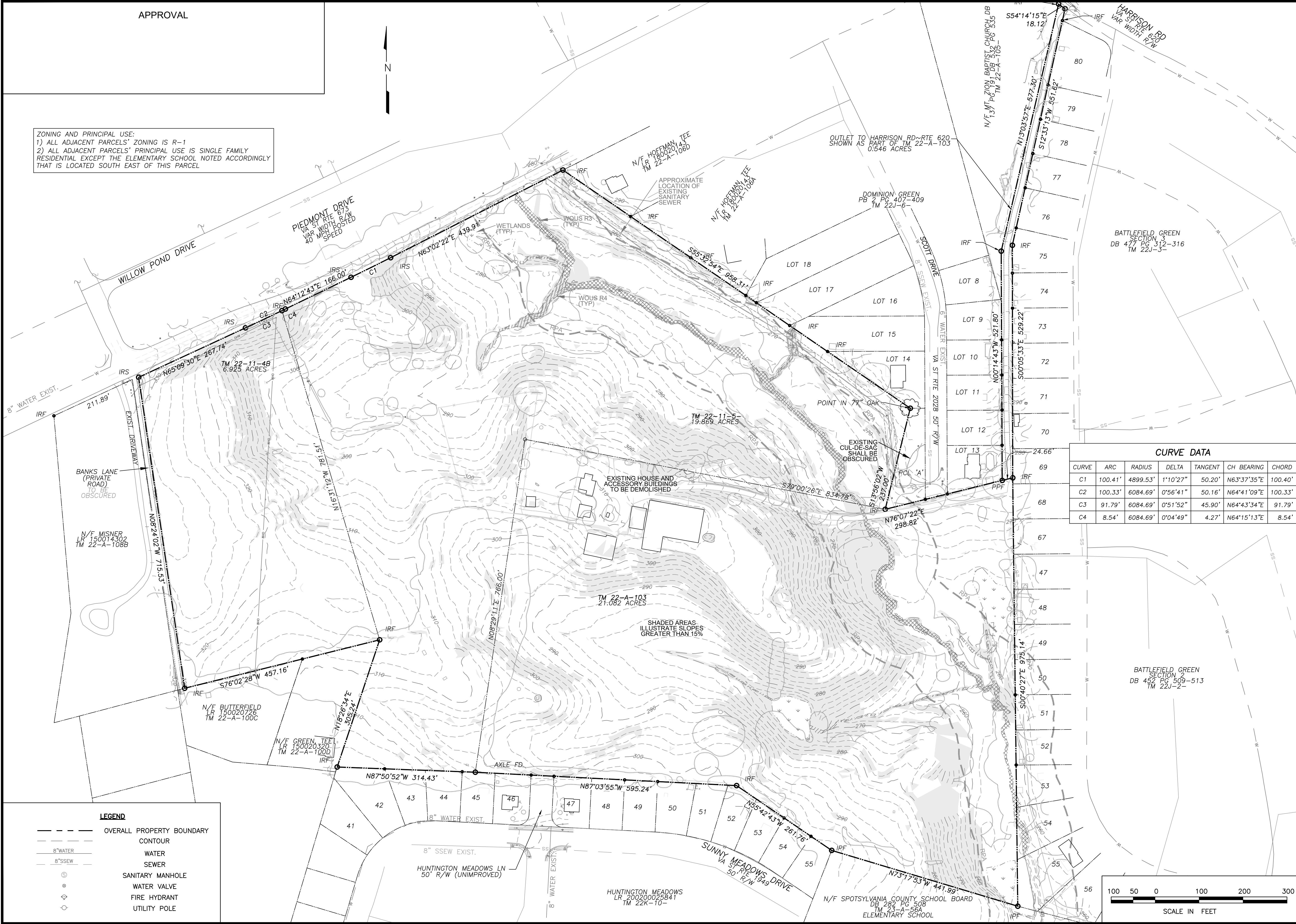
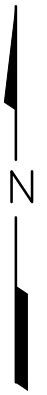
REVISIONS: 10-19-20
03-16-20 12-17-20
04-01-20 01-06-21
06-17-20 02-08-21
08-28-20 05-17-21

DOCUMENT NO.
470-1008

SHEET
1 OF 4

APPROVAL

ZONING AND PRINCIPAL USE:
1) ALL ADJACENT PARCELS' ZONING IS R-1
2) ALL ADJACENT PARCELS' PRINCIPAL USE IS SINGLE FAMILY RESIDENTIAL EXCEPT THE ELEMENTARY SCHOOL NOTED ACCORDINGLY THAT IS LOCATED SOUTH EAST OF THIS PARCEL



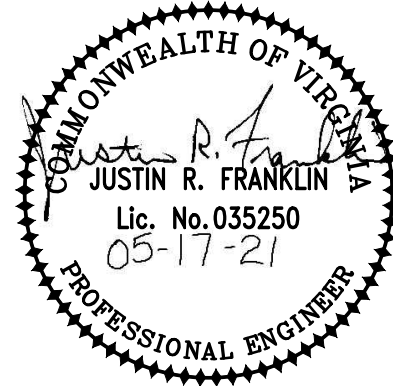
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EXISTING CONDITIONS

SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA



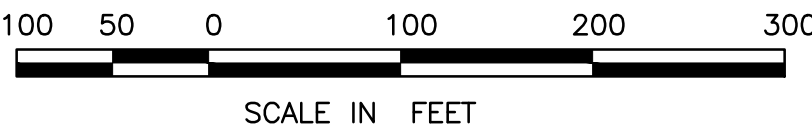
DATE : 02-18-20
DESIGNED: JRF
DRAWN : JRF
CHECKED : JDF

REVISIONS: 10-19-20
03-16-20 12-17-20
04-01-20 01-06-21
06-17-20 02-08-21
08-28-20 05-17-21

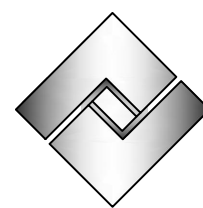
DOCUMENT NO.
470-1008

SHEET
2 OF 4

CURVE DATA						
CURVE	ARC	RADIUS	DELTA	TANGENT	CH BEARING	CHORD
C1	100.41'	4899.53'	1°10'27"	50.20'	N63°37'35"E	100.40'
C2	100.33'	6084.69'	0°56'41"	50.16'	N64°41'09"E	100.33'
C3	91.79'	6084.69'	0°51'52"	45.90'	N64°43'34"E	91.79'
C4	8.54'	6084.69'	0°04'49"	4.27'	N64°15'13"E	8.54'



APPROVAL



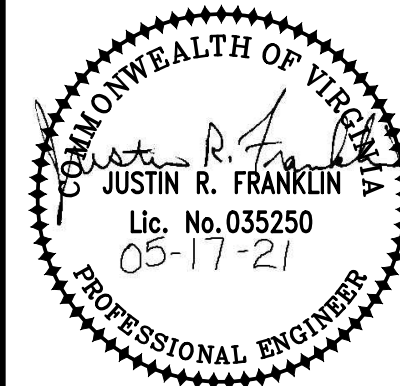
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1005 Mahone Street
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GENERALIZED DEVELOPMENT PLAN

SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA



DATE : 02-18-20
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DOCUMENT NO.
470-1008

SHEET
3 OF **4**

ZONING AND PRINCIPAL USE:
1) ALL ADJACENT PARCELS' ZONING IS R-1
2) ALL ADJACENT PARCELS' PRINCIPAL USE IS SINGLE FAMILY
RESIDENTIAL EXCEPT THE ELEMENTARY SCHOOL NOTED ACCORDINGLY
THAT IS LOCATED SOUTH EAST OF THIS PARCEL

THE STREET BUFFER ALONG
PIEDMONT DRIVE WILL COMPLY WITH
ARTICLE 6 OF THE DESIGN
STANDARDS MANUAL

PROPOSED 10' PAVED TRAIL ALONG
PIEDMONT DRIVE. TRAIL WILL BE
MAINTAINED BY THE HOA AND BE WITHIN
A PUBLIC ACCESS EASEMENT.
REFLECTIVE BARRICADE IN
ACCORDANCE WITH DSM (PLATE 5-22)
SHALL BE INSTALLED AT END OF TRAIL

BOLLARDS SHALL BE
INSTALLED ON BOTH SIDES OF
TRAIL TO PREVENT
AUTOMOBILE AND ATV
ACCESS

BATTLEFIELD GREEN
SECTION 3
DB 477 PG 312-316
TM 22J-3-

PROPOSED 10' WIDE PAVED
TRAIL. TRAIL AND TRAIL
CORRIDOR SHALL BE
DEDICATED TO
SPOTSYLVANIA COUNTY FOR
PUBLIC USE. TRAIL FOLLOWS
EXISTING DRIVEWAY AND
BETWEEN EXISTING LOT 13
AND PROPOSED LOT 100

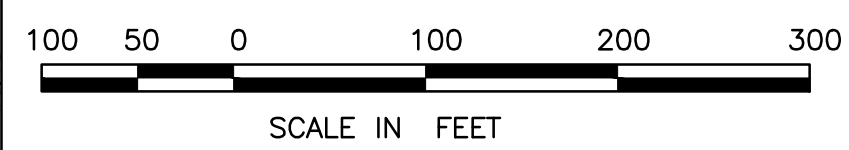
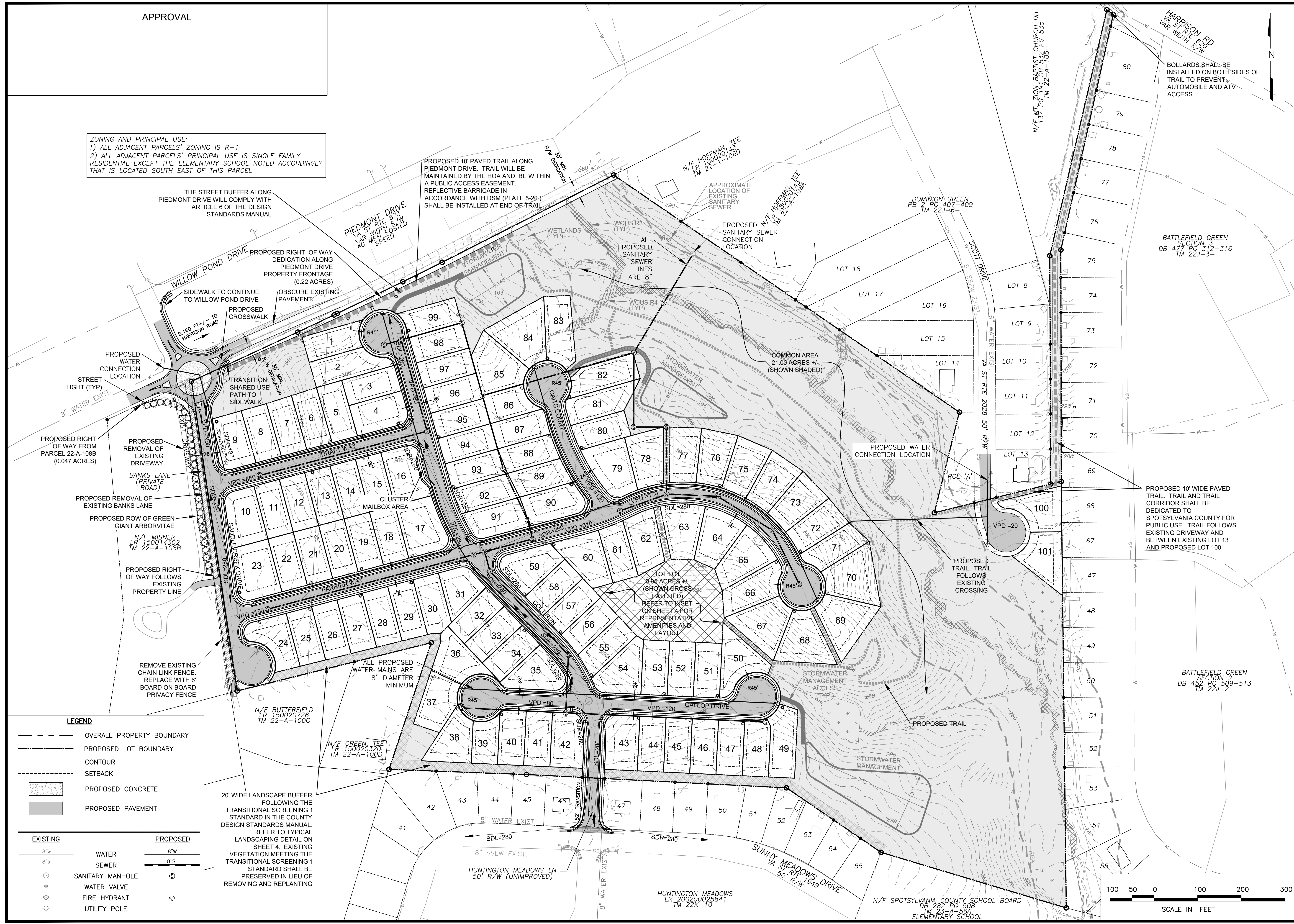
BATTLEFIELD GREEN
SECTION 2
DB 452 PG 509-513
TM 22J-2-

LEGEND

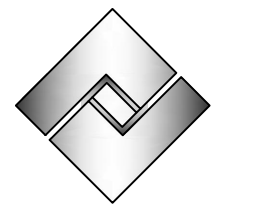
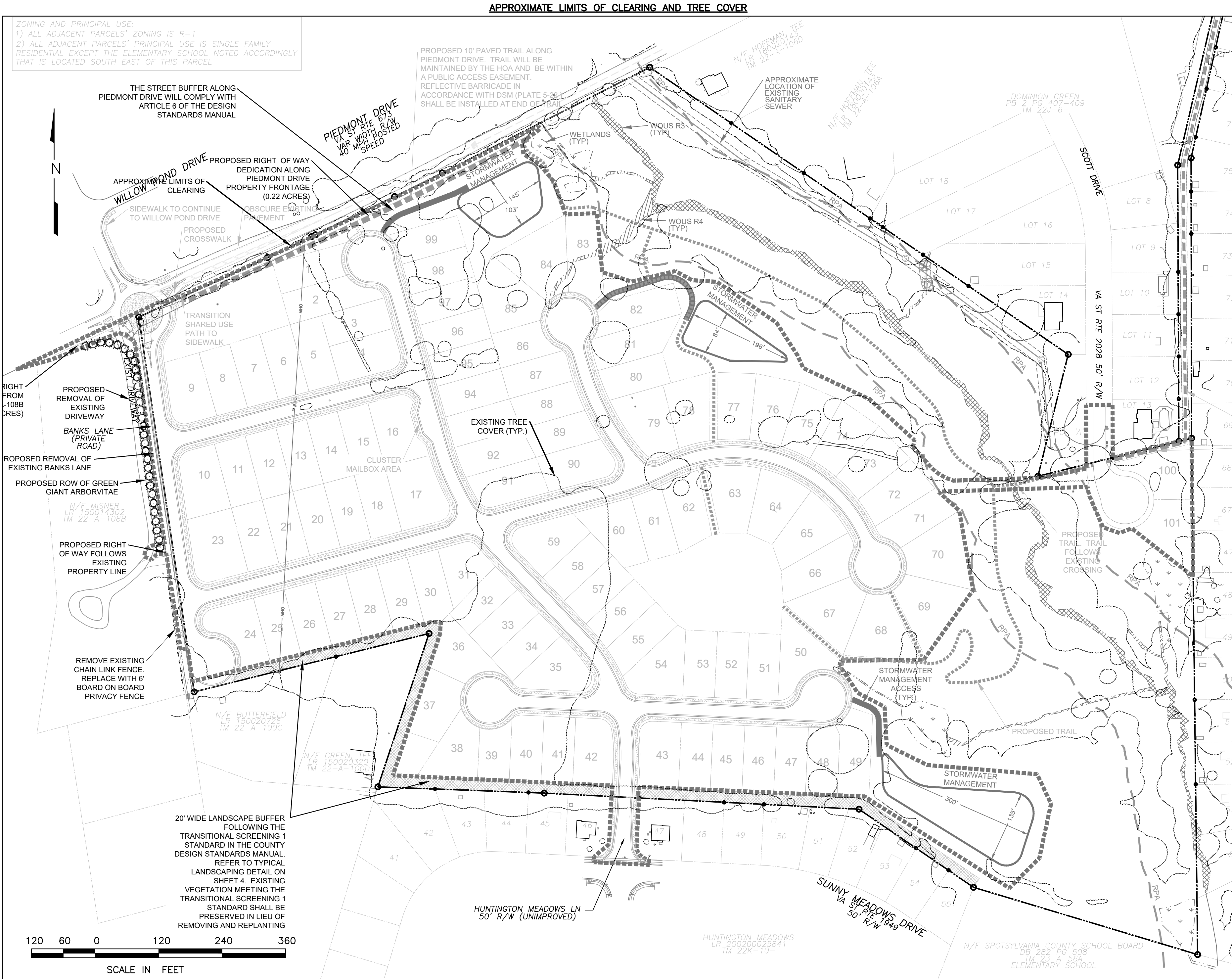
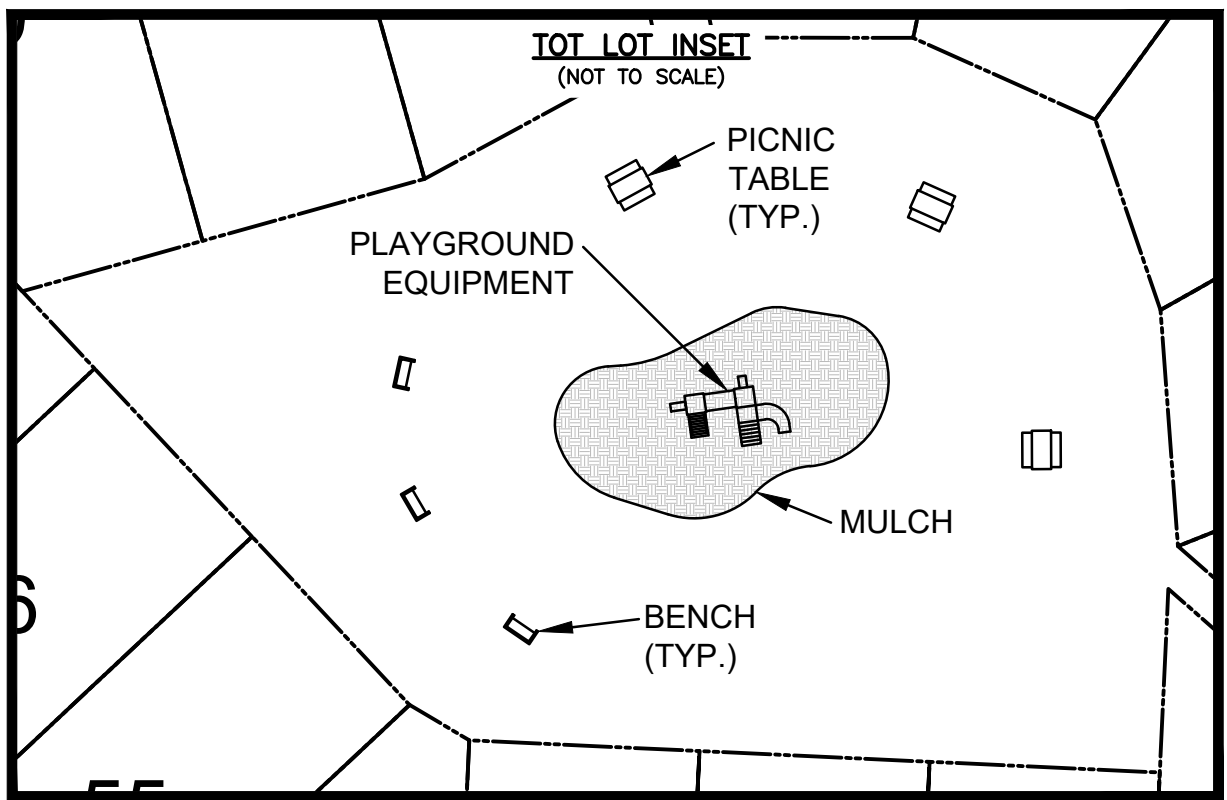
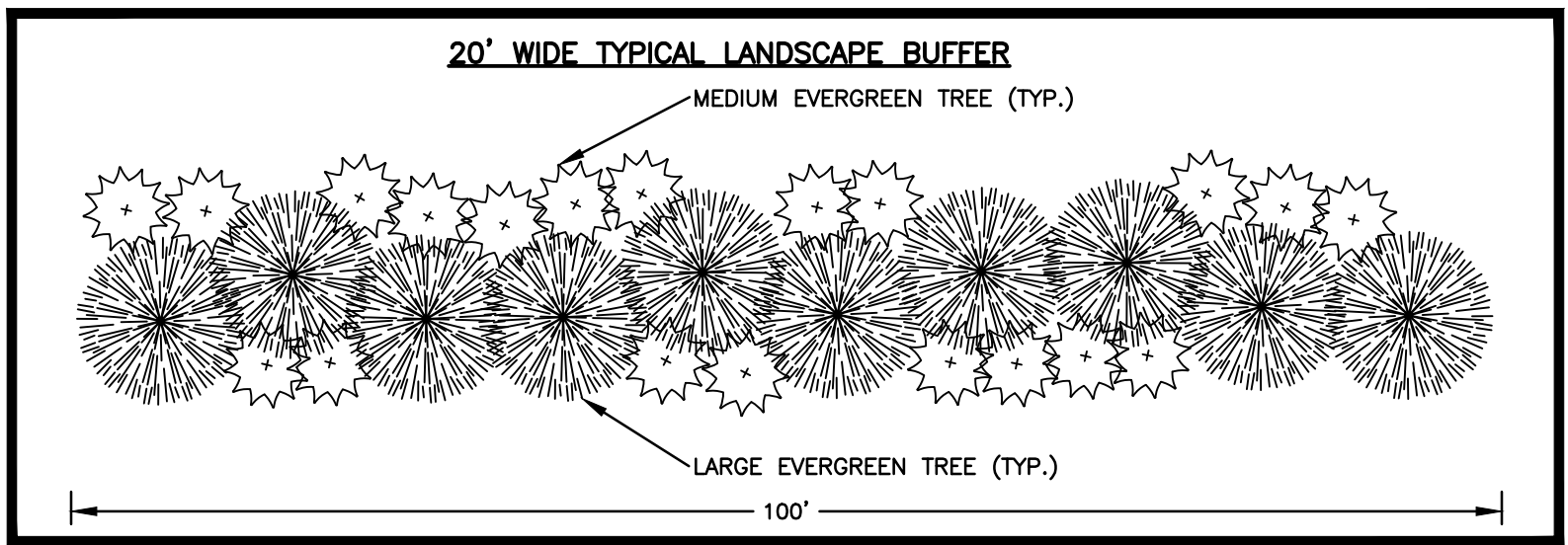
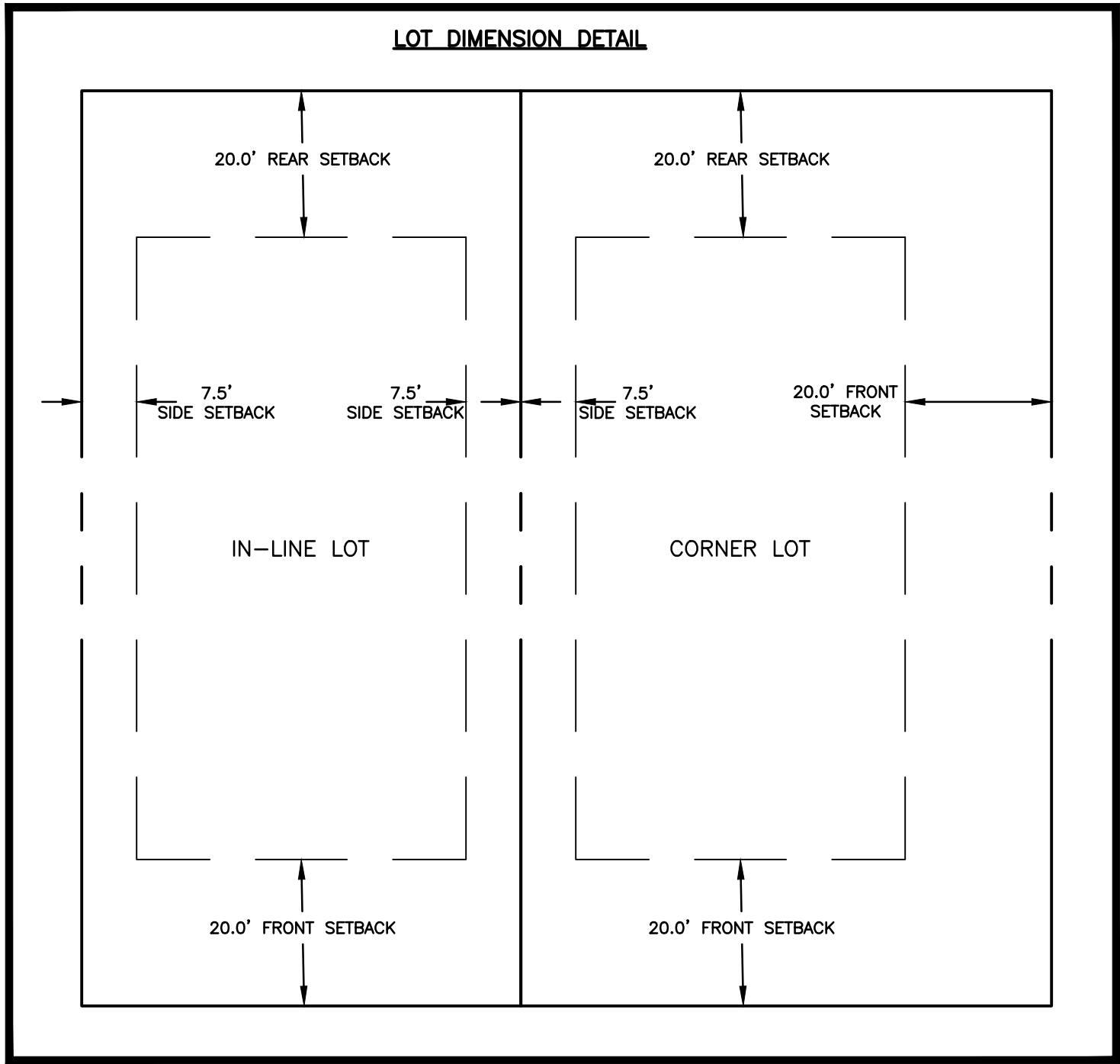
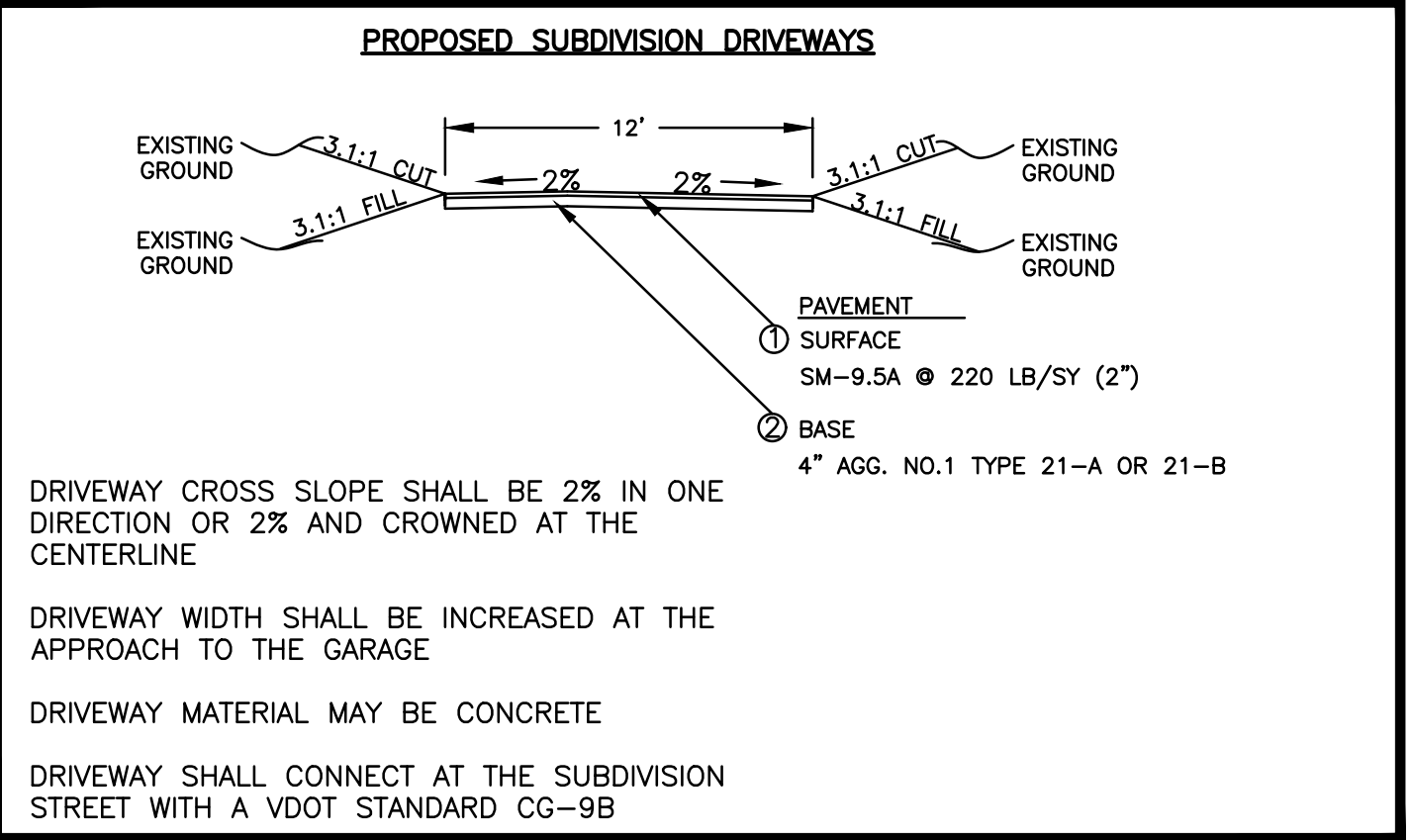
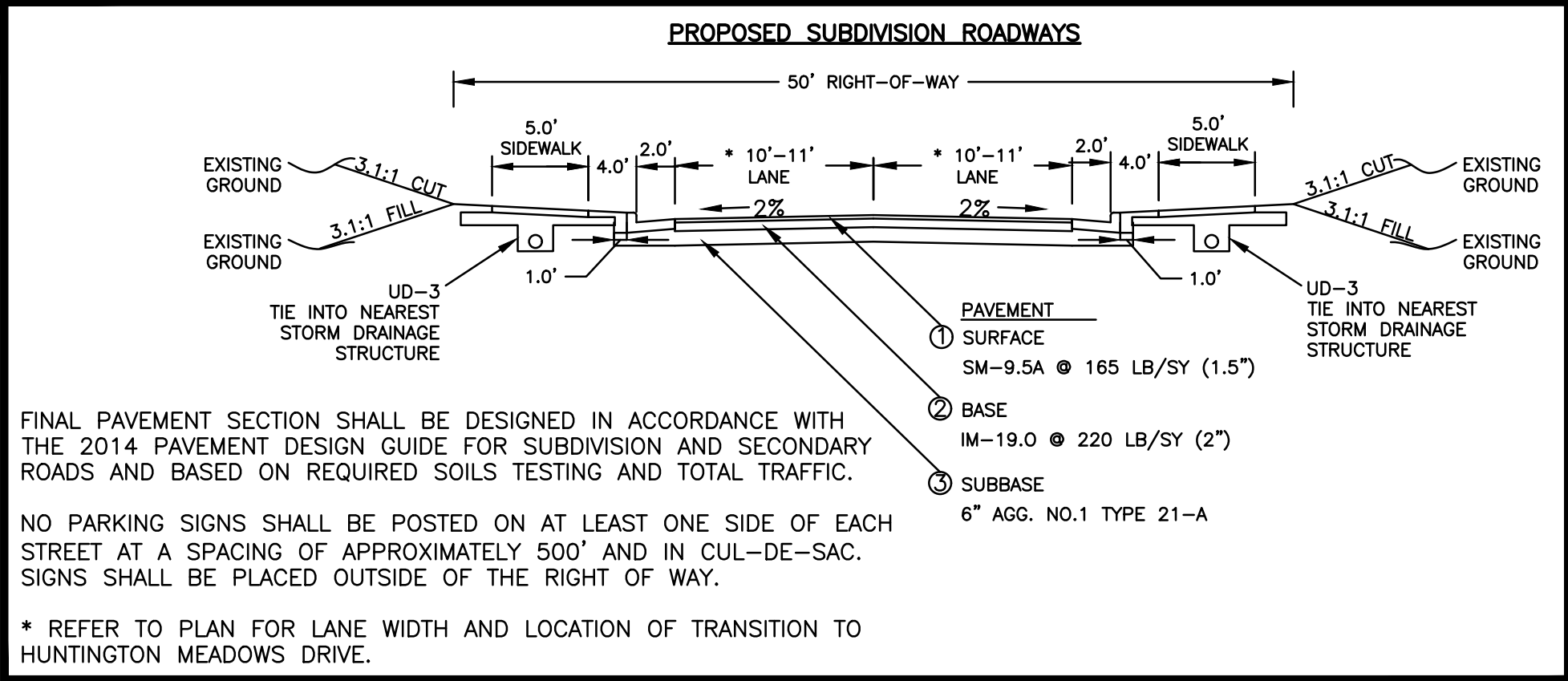
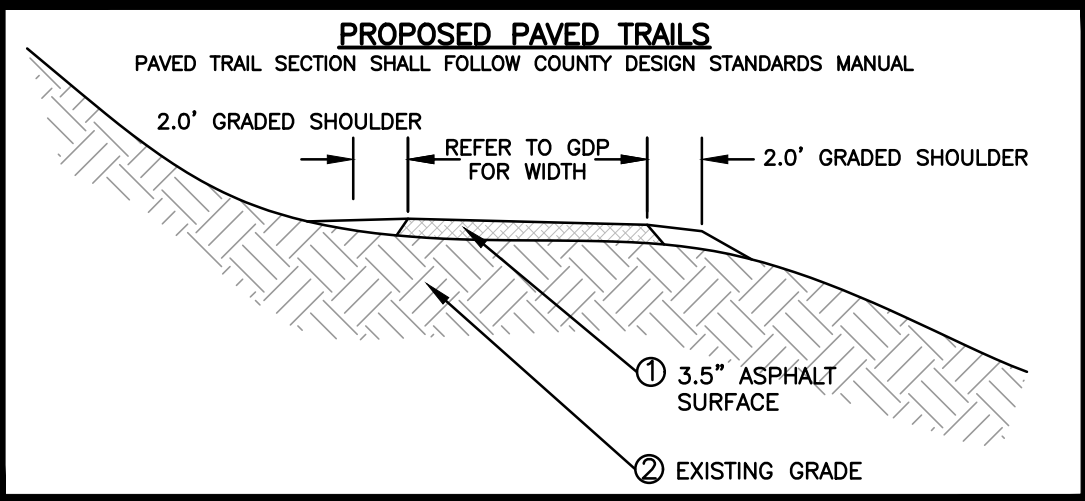
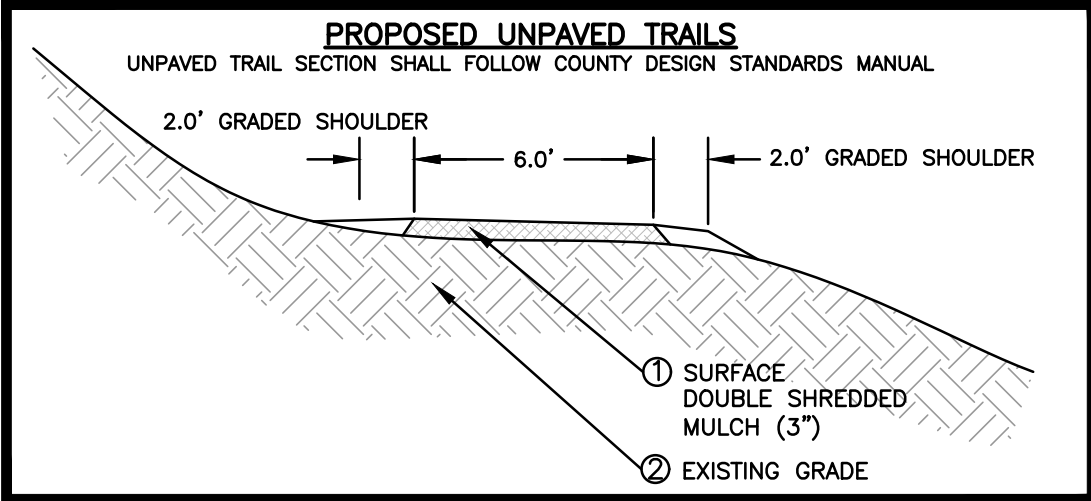
- OVERALL PROPERTY BOUNDARY
- PROPOSED LOT BOUNDARY
- CONTOUR
- SETBACK
- PROPOSED CONCRETE
- PROPOSED PAVEMENT

EXISTING	PROPOSED
8" W	8" W
8" S	8" S
WATER	WATER
SEWER	SEWER
SANITARY MANHOLE	SANITARY MANHOLE
WATER VALVE	WATER VALVE
FIRE HYDRANT	FIRE HYDRANT
UTILITY POLE	UTILITY POLE

20' WIDE LANDSCAPE BUFFER
FOLLOWING THE
TRANSITIONAL SCREENING 1
STANDARD IN THE COUNTY
DESIGN STANDARDS MANUAL.
REFER TO TYPICAL
LANDSCAPING DETAIL ON
SHEET 4. EXISTING
VEGETATION MEETING THE
TRANSITIONAL SCREENING 1
STANDARD SHALL BE
PRESERVED IN LIEU OF
REMOVING AND REPLANTING



APPROVAL



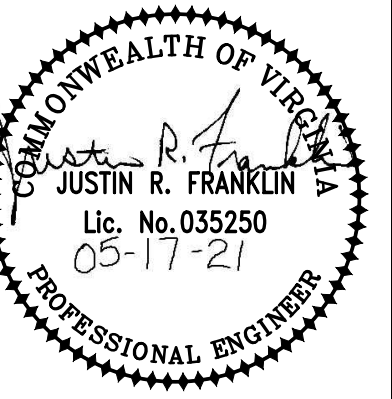
Fairbanks & Franklin

Civil Engineering
Land Planning

1005 Mahone Street
Fredericksburg, VA 22401
(540) 899-3700

DETAILS

SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA



DATE : 02-18-20
DESIGNED: JRF
DRAWN : JRF
CHECKED : JDF

REVISIONS: 10-19-20
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DOCUMENT NO.
470-1008

SHEET
4 OF **4**

EXHIBIT B

“Proffers”

VOLUNTARY PROFFER STATEMENT

Applicant: Rappahannock Development Group, LLC (“Applicant”)
1016 Charles Street, Fredericksburg, VA 22401

Owners: Linda C. Curtis and Leigh Ann Curtis-Chapman (“Owners”)
6020 Harrison Road, Fredericksburg, VA 22407

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: “Saddle Creek” (the “Project”)

Property: Spotsylvania County Tax Parcels 22-A-103 (6020 Harrison Road), 22-11-4B (11501 Piedmont Drive), and 22-11-5 (11513 Piedmont Drive), consisting of approximately 48.42 acres (collectively, the “Property”)

Date: May 28, 2021

GDP: “Saddle Creek Generalized Development Plan for Rezoning 22-11-4B, 22-11-5 & 22-A-103, 11513 Piedmont Drive, Salem Voting District, Spotsylvania County, Virginia,” prepared by Fairbanks & Franklin, dated February 18, 2020, last revised May 17, 2021, attached hereto as Exhibit A (the “GDP”)

Rezoning Request: From R-1 to PDH-3

Rezoning File No.: R20-0008

I. General Information.

The Applicant and Owners, and 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 below proffered conditions (“Proffers”) pursuant to Sections 15.2-2303 and 15.2-2303.4, et al. of the Code of Virginia (1950, as amended), and Section 23-4.6.3, et al. of the Zoning Ordinance of Spotsylvania County (1995, as amended). The Proffers are the only conditions offered in this rezoning application. The Proffers will be effective only upon Spotsylvania County’s (“County”) full and final approval of rezoning application R20-0008 submitted to reclassify the Property from R-1 to PDH-3 to allow for the development of 101 residential single-family detached units. Any prior proffers (whether of record or not) affecting the Property are hereby superseded by the Proffers, and are therefore void and of no further force and effect upon said approval.

II. Land Use.

- A. **General Development.** The Property will be developed in conformance with the GDP, which is incorporated herein by this reference. 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, amenities, waste facilities, parking areas, 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, DHR, VDOT, DEQ, DCR, Army Corps., etc., and the County's Zoning Ordinance, Subdivision Ordinance, and Design Standards Manual. Notwithstanding the foregoing, any material adjustments to the GDP shall be subject to the approval of the County's Zoning Administrator, and in no event shall approved adjustments to the GDP relieve the Applicant and Owners from providing any of the Proffers.
- B. **Use.** The Property shall be developed solely for no more than one hundred and one (101) 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-3 district, except for any home occupation and accessory use authorized under said district.

III. Transportation.

- A. For purposes of satisfying the requirements of the following Section III.B:
- (i) The Project will not be constructed without the necessary dedication of the offsite right-of-way area as shown and depicted on the GDP as "Proposed Right of Way from Parcel 22-A-108B (0.047 acres)" to the County in a legal form and legal title acceptable to VDOT to enable the applicant's construction of the Piedmont Drive/Saddle Creek Intersection Improvements as shown on the GDP. The dedication of the Proposed Right of Way from Parcel 22-A-108B (0.047 acres) shall be a condition of site plan approval in addition to a condition of any condemnation as set out in the Agreement, as defined herein.
 - (ii) The Project will not be constructed nor will any site plan be approved without the condemnation of the Proposed Condemnation Area as shown on the attached **Exhibit B**, dated May 17, 2021 ("Proposed Condemnation Area"), for purposes of allowing the completion of the Piedmont Drive/Saddle Creek Intersection Improvements (as defined herein) and dedicating it to VDOT's Secondary Highway System. The County is under no obligation to approve the condemnation.
 - (iii) Subject to the approval of this rezoning application R20-0008, the agreement (Agreement) attached hereto as **Exhibit D**, and fully incorporated by reference into these Proffers, must be

executed in substantially the same form, as determined by the Zoning Administrator, by the Applicant and Owners within 45 days of the date of the rezoning as a condition of construction of the Project and site plan approval.

B. Subject to the dedication of the offsite right-of-way referenced in Section III.A.(i) as well as successful condemnation of the Proposed Condemnation Area, and subject to the final review and approvals from both the Virginia Department of Transportation (“VDOT”) and the County, the following in-kind transportation improvements shall be provided all as shown more particularly on Sheet 3 of 4 of the GDP (collectively known as the “Piedmont Drive/Saddle Creek Intersection Improvements”):

- (i) fulfillment all applicable County and VDOT development standards as a condition of site plan approval
- (ii) construction of a round-about at the intersections of Piedmont Drive, Saddle Creek Drive and Chancellor Park Drive (the “Round About”) and dedicate it to VDOT for acceptance into the Commonwealth’s Secondary Highway System; and
- (iii) installation of a pedestrian crosswalk across Piedmont Drive;
- (iv) installation of a 10-foot, paved, multi-use trail located on the south side of Piedmont Drive;
- (v) extension of the sidewalk on the east side of Chancellor Park Drive from the Round About to Willow Pond Drive;
- (vi) dedication of right-of-way area along Piedmont Drive of approximately .22 acres in total; and
- (vii) installation and construction of all improvements along Saddle Creek Drive, as shown on Sheet 3 of 4 of the GDP.

All of the aforesaid improvements under this Section III B. shall be completed and satisfied prior to the County’s issuance of a certificate of occupancy permit (whether temporary or final) for this first Unit.

IV. Cash Proffers.

A. For purposes of this Section IV, the following cash proffers will be paid to mitigate the Project’s impacts. For the purpose of calculating the total cash proffers, the number of Units has been reduced from 101 to 69 to reflect the 32 by-right Units that could be developed under the existing R-1 zoning. Cash

proffers provided below are applicable to all Units and will be paid on a per Unit basis of \$1,371.60 x 101 Units for a total of \$138,531.60:

CASH AND IN-KIND PROFFERS					
	SF Detached	SF Attached	Multi-Family	Age-Restricted	TOTAL
Per Unit Cash Proffer	\$ 1,371.60 x 101	N/A	N/A	N/A	\$138,531.60
TOTAL	\$138,531.47	\$0.00	\$0	\$0	\$138,531.60
LUMP SUM AND IN-KIND CONTRIBUTIONS					
PUBLIC FACILITY CATEGORY					TOTAL VALUE
Schools	\$1,287.13 in cash per Unit to Schools				\$130,000.13
Public Safety	\$84.47 cash per Unit to Public Safety				\$8,531.47
Transportation	\$0.00 cash per Unit to Transportation				\$0.00
Parks & Rec.	\$0.00 cash per Unit to Parks & Rec.				\$0.00
TOTAL CASH & IN KIND PROFFER VALUE					\$138,531.60

PROFFERED PHASING AND TIMING	
Phase or Contribution/Dedication	Timing
<i>Cash Contributions to Public Schools</i>	After the final inspection and before the County's approval of a certificate of occupancy permit (whether temporary or final) for each Unit.
<i>Cash Contributions to Public Safety</i>	After the final inspection and before the County's approval of a certificate of occupancy permit (whether temporary or final) for each Unit.

- B. Escalation Clause. Commencing five (5) years after the approval of this rezoning application, the cash proffers 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.

V. Additional Proffers.

- A. A 5-foot-wide, low-impact, shredded mulch trail connecting Scott Drive to Piedmont Drive and Farrier Way will be constructed and installed within the Property, as shown on the GDP, prior to the issuance of the certificate of occupancy permit (whether temporary or final) for the fiftieth (50th) Unit.
- B. A 20-foot-wide landscaping buffer along the common property boundary with the Huntington Meadows subdivision, and Tax Map Parcels 22-A-108B, 22-A-100C, and 22-A-100D (the “Adjoining Parcels”) will be constructed and installed, as shown on the GDP, prior to starting construction of any Units on lots abutting the Adjoining Parcels.
- C. The minimum lot size for each Unit will be 6,000 square feet.
- D. A tot lot consisting at a minimum of playground equipment and benches will be constructed and installed within the crosshatch area as shown on the GDP, prior to the issuance of the certificate of occupancy permit (whether temporary or final) for the seventy-fifth (75th) Unit. The tot lot equipment and area are as generally depicted on the GDP and attached **Exhibit C.**
- E. The Applicant and Owners agree to dedicate to the County that certain trail generally described as “Proposed Trail,” which is depicted on the attached GDP. This dedication shall occur prior to the County’s issuance of a certificate of occupancy permit (whether temporary or final) for the fiftieth (50th) Unit.
- F. The Applicant agrees to pay an aggregate sum of \$56,024.04 towards the VDOT Safe Routes to School Program for sidewalks along Chancellor Park Drive. This cash proffer will be paid after the final inspection and prior to the issuance of the certificate of occupancy (whether temporary or final) for the (30th) Unit.
- G. The Applicant and Owner agree to pay the sum of \$200,000.00 towards future transportation improvements at the intersection of Harrison and Salem Church and Leavells Roads, which cash proffer will be paid after the final inspection and prior to the issuance of the certificate of occupancy (whether temporary or final) for the thirtieth (30th) Unit.
- H. The Applicant agrees to construct a paved 10’ wide multi-use trail between Harrison Road and Scott drive prior to the issuance of the certificate of occupancy permit (whether temporary or final) for the seventy-fifth (75th) Unit, and dedicate the driveway land to Spotsylvania County.

[AUTHORIZED SIGNATURES TO FOLLOW]

The Applicant and Owners make these Proffers voluntarily, in support of their rezoning application and by our signatures deem them reasonable and appropriate as set out in Virginia Code Section 15.2-2303.4 A.D.1.

WITNESS the following signatures:

APPLICANT:

**Rappahannock Development Group, LLC, a
Virginia limited liability company**

By: _____

Sean J. Haynes, Manager

Date: _____

5/28/21

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Fredericksburg

The foregoing was subscribed, sworn to and acknowledged before me this 28 day of May, 2021, by Sean J. Haynes, Manager of Rappahannock Development Group, LLC, a Virginia limited liability company.

Notary Public

Print Name: Nicole Scott
My Commission Expires: 8/31/22
Registration No. 7588739
[SEAL]



OWNER:

By: Linda C. Curtis

Linda C. Curtis

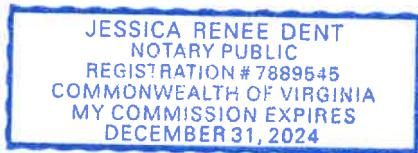
Date: June 7, 2021

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Spotsylvania

The foregoing was subscribed, sworn to and acknowledged before me this 7 day of June, 2021, by Linda C. Curtis, as Owner of Spotsylvania County Tax Parcels 22-A-103, 22-11-5, and 22-11-B4.

Jessica Renee Dent
Notary Public

Print Name: Jessica Dent
My Commission Expires: December 31, 2024
Registration No. 7889545
[SEAL]



OWNER:

By: Leigh Ann Curtis-Chapman
Leigh Ann Curtis-Chapman

Date: June 7, 2021

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Spotsylvania

The foregoing was subscribed, sworn to and acknowledged before me this 7 day of June, 2021, by Leigh Ann Curtis-Chapman as Owner of Spotsylvania County Tax Parcels 22-A-103, 22-11-5, and 22-11-B4.

Jessica Renee Dent
Notary Public

Print Name: Jessica Renee Dent
My Commission Expires: Dec. 31 2024
Registration No. 7889545
[SEAL]

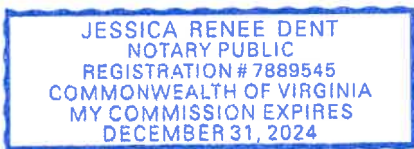


EXHIBIT A

Generalized Development Plan

SADDLE CREEK

GENERALIZED DEVELOPMENT PLAN FOR REZONING

22-11-4B, 22-11-5, & 22-A-103

11513 PIEDMONT DRIVE

SALEM VOTING DISTRICT

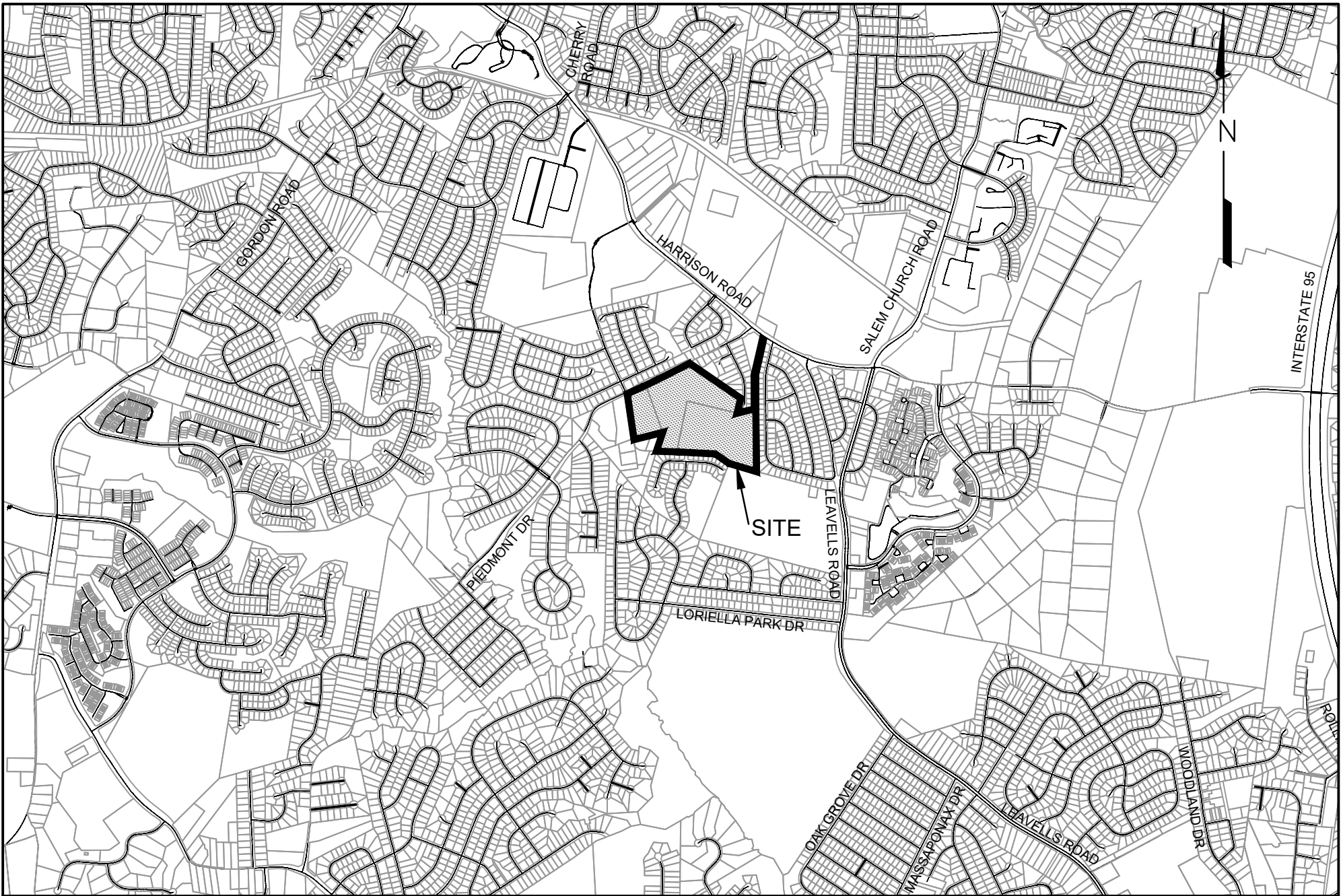
SPOTSYLVANIA COUNTY, VIRGINIA

SHEET INDEX

SHEET	TITLE
SHEET 1	COVER SHEET
SHEET 2	EXISTING CONDITIONS
SHEET 3	GENERALIZED DEVELOPMENT PLAN
SHEET 4	DETAILS

NOTES:

1. SOURCE OF MAPPING:
TOPOGRAPHIC–AERIAL MAPPING PROVIDED BY MCKENZIE SNYDER WITH SUPPLEMENTAL INFORMATION TAKEN FROM SPOTSYLVANIA COUNTY GIS
BOUNDARY–BOUNDARY SURVEY PREPARED BY FAIRBANKS & FRANKLIN IN FEBRUARY 2020.
EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED DURING CONSTRUCTION IN ACCORDANCE WITH THE VA. EROSION AND SEDIMENT CONTROL HANDBOOK.
2. WETLANDS AND STREAM CHANNELS SHOWN ON THIS PLAN WERE DELINEATED BY TNT ENVIRONMENTAL.
3. THERE ARE NO KNOWN DAM BREAK INUNDATION ZONES WITHIN THE LIMITS OF THE SITE.
4. THERE ARE NO KNOWN HISTORIC BUILDINGS, ARCHAEOLOGICAL FEATURES, OR HISTORIC DISTRICTS ON SITE.
5. THERE ARE NO KNOWN PLACES OF BURIAL ON SITE.
6. LANDSCAPING AND SCREENING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 23–5.5 OF THE SPOTSYLVANIA COUNTY CODE, ARTICLE 6 OF THE SPOTSYLVANIA COUNTY DESIGN STANDARDS MANUAL.
7. ALL PARCEL LINES, PARCEL SIZES, BUILDING ENVELOPES, BUILDING 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 THE APPLICANT TO ADDRESS FINAL DEVELOPMENT, ENGINEERING AND DESIGN REGULATIONS, FULFILL COMPLIANCE WITH STATE AND FEDERAL AGENCY AND COMPLIANCE WITH THE REQUIREMENTS OF THE COUNTY’S DEVELOPMENT REGULATIONS. NOTWITHSTANDING THE FOREGOING, ANY SAID ADJUSTMENTS TO THE GDP SHALL BE SUBJECT TO THE APPROVAL OF THE COUNTY’S ZONING ADMINISTRATOR, AND IN NO EVENT SHALL APPROVED ADJUSTMENTS TO THE GDP RELIEVE THE APPLICANT FROM PROVIDING ANY OF THE PROFFERS.
8. STORMWATER MANAGEMENT WILL BE ACHIEVED THROUGH THE USE OF BEST MANAGEMENT PRACTICES LOCATED REGIONALLY AT DRAINAGE OUTFALLS. ALL OUTFALL LOCATIONS WILL BE ANALYZED TO ENSURE THE RECEIVING CHANNELS ARE ADEQUATE AND THAT THE UPSTREAM STORMWATER MANAGEMENT FACILITIES DETAIN THE PEAK POST DEVELOPMENT RUNOFF IN ACCORDANCE WITH APPLICABLE STATE AND COUNTY REQUIREMENTS. AS SHOWN ON THIS GDP, THE APPROXIMATE IMPERVIOUS COVER IS 12 ACRES, THE APPROXIMATE OPEN SPACE IS 22 ACRES, AND THE REMAINING AREA OF APPROXIMATELY 14 ACRES IS MANAGED TURF. THIS DEVELOPMENT WILL REQUIRE A REDUCTION OF TP OF APPROXIMATELY 14.5 LBS. THIS REDUCTION WILL BE ACHIEVED IN THE REGIONAL FACILITIES.
9. ALL REFUSE MUST BE DISPOSED OF AT COUNTY APPROVED DISPOSAL SITES. SOLID WASTE GENERATED BY EACH SINGLE FAMILY ATTACHED AND SINGLE FAMILY DETACHED LOT WILL BE STORED ON THAT RESPECTIVE LOT IN A CONTAINER. A PRIVATE REFUSE COLLECTION SERVICE WILL COLLECT AND TRANSPORT THE SOLID WASTE TO A COUNTY APPROVED DISPOSAL/COLLECTION SITE.
10. BASED UPON GRAPHIC PLOTTING ONLY, THE PROPERTY IS LOCATED WITHIN ZONE X, "AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOODPLAIN", AS PER FLOOD INSURANCE RATE MAP FOR SPOTSYLVANIA COUNTY, VIRGINIA, COMMUNITY PANEL NUMBER 5103080075C EFFECTIVE FEBRUARY 18, 1998.
11. THE HOMEOWNER’S ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL COMMON LAND AND FACILITIES WITHIN THE DEVELOPMENT.
12. ALL PROPOSED SUBDIVISION STREETS SHOWN ON THE PLAN ARE PUBLIC. THE SUBDIVISION STREETS WILL CONNECT TO PIEDMONT DRIVE AND SUNNY MEADOWS DRIVE, BOTH OF WHICH ARE WITHIN PUBLIC RIGHTS OF WAY AND MAINTAINED BY VDOT.
13. ALL LOTS SHALL HAVE DRIVEWAY CONNECTIONS TO THE INTERNAL SUBDIVISION STREETS ONLY. NO LOTS SHALL HAVE DIRECT ACCESS TO PIEDMONT DRIVE.
14. EASEMENTS MAY EXIST THAT ARE NOT SHOWN HEREON.
15. ALL LIGHTING SHALL COMPLY WITH SPOTSYLVANIA COUNTY STANDARDS.
16. THIS DEVELOPMENT SHALL COMPLY WITH ALL SPOTSYLVANIA COUNTY CODE REQUIREMENTS.
17. ALL APPLICABLE ENVIRONMENTAL PERMITS SHALL BE OBTAINED AS REQUIRED FOR SITE PLAN APPROVAL.



VICINITY MAP
SCALE 1"=2000'
SCALE IN FEET (1 INCH=2,000 FEET)

PROPERTY OWNER	APPLICANT	ENGINEER
TM 22-11-4B, TM 22-11-5, & 22-A-103 LINDA C CURTIS OR LEIGH ANN CURTIS-CHAPMAN 6020 HARRISON ROAD FREDERICKSBURG, VA 22407	RAPPAHANNOCK DEVELOPMENT GROUP 1016 CHARLES STREET FREDERICKSBURG, VA 22401 540-273-7498	FAIRBANKS & FRANKLIN 1005 MAHONE STREET FREDERICKSBURG, VIRGINIA 22401 540-899-3700

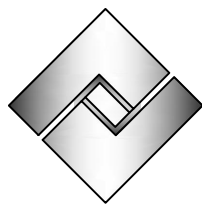
SITE INFORMATION:

TAX PARCELS:	22-11-4B, 22-11-5, & 22-A-103
ADDRESS:	11513 PIEDMONT DRIVE
PRESENT ZONING:	R-1 FOR LOT 22-A-103 PDH-3
PROPOSED ZONING:	SINGLE-FAMILY DETACHED RESIDENTIAL
PROPOSED USE:	SINGLE-FAMILY DETACHED RESIDENTIAL
OVERLAY DISTRICT(S):	HIGHWAY CORRIDOR OVERLAY
PROPERTY AREA:	48.42 AC
R/W DEDICATION:	6.57 AC
TOTAL LOT AREA:	19.87
DENSITY ALLOWED:	3 DU / AC (145 UNITS)
DENSITY PROVIDED:	2.09 DU / AC (101 UNITS)
IMPERVIOUS SURFACE RATIO:	APPROXIMATELY 25.0% (12 AC / 48.42 AC)
LOT COVERAGE RATIO:	APPROXIMATELY 33% (2,500 SF / 7,500 SF)
OPEN SPACE OUTSIDE OF LOTS REQUIRED:	30% (14.52 AC)
OPEN SPACE OUTSIDE OF LOTS PROVIDED:	45.39% (21.98 AC)
a. OPEN SPACE PROVIDED IN RPA, WETLANDS, STREAMS, AND SLOPES 15% OR STEEPER:	12.99 AC
b. OPEN SPACE PROVIDED OUTSIDE OF RPA, WETLANDS, STREAMS, AND SLOPES 15% OR STEEPER:	8.96 AC
DISTURBED ACREAGE:	APPROXIMATELY 32.0 AC
WATER:	PUBLIC WATER
SEWER:	PUBLIC SANITARY SEWER
PARKING REQUIRED:	2 SPACES/UNIT X 101 UNITS = 202 SPACES
PARKING PROVIDED:	202 SPACES
MAXIMUM BUILDING HEIGHT:	2 STORY (APPROX. 35 FT)
MINIMUM YARD REQUIREMENTS:	
FRONT:	20 FT
SIDE:	7.5 FT
REAR:	20 FT
ESTIMATED VEHICLE TRIPS:	REFER TO TRAFFIC STUDY PREPARED BY RAMEY KEMP

ZONING COMPARISON			
SINGLE FAMILY DETACHED	ZONING	R-1	PDH-3
	ALLOWED DENSITY	1 DU PER 2 ACRES (CONV. SUBD.)	3 DWELLING UNITS PER ACRE
	ALLOWED YIELD	1 DU PER 1.5 ACRES (CLUSTER SUBD.) 24 DU (CONV. SUBD.) 32 DU (CLUSTER SUBD.)	145 DU

ESTIMATED WATER AND SEWER USAGE	
WATER USAGE 30,300 GPD	SEWER USAGE 30,300 GPD

TOTAL ESTIMATED VEHICLE TRIP PER DAY(VPD)
ITE TRIP GENERATION MANUAL 10TH EDITION:
SINGLE–FAMILY DETACHED HOUSING – LAND USE CODE 210
101 HOME X 10 TRIPS PER UNIT = 1,010 VPD
NOTE: ACTUAL HIGHEST VPD/UNIT = 9.54. THIS WAS
ROUNDED UP TO 10 IN ACCORDANCE WITH VDOT
METHODOLOGY.



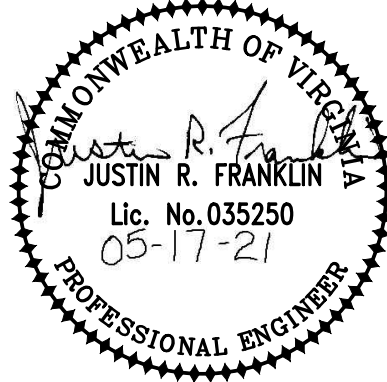
Fairbanks &
Franklin

Civil Engineering
Land Planning

1005 Mahone Street
Fredericksburg, VA 22401
(540) 899-3700

COVER SHEET

SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA



DATE : 02-18-20
DESIGNED: JRF
DRAWN : JRF
CHECKED : JDF

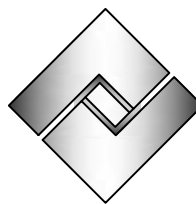
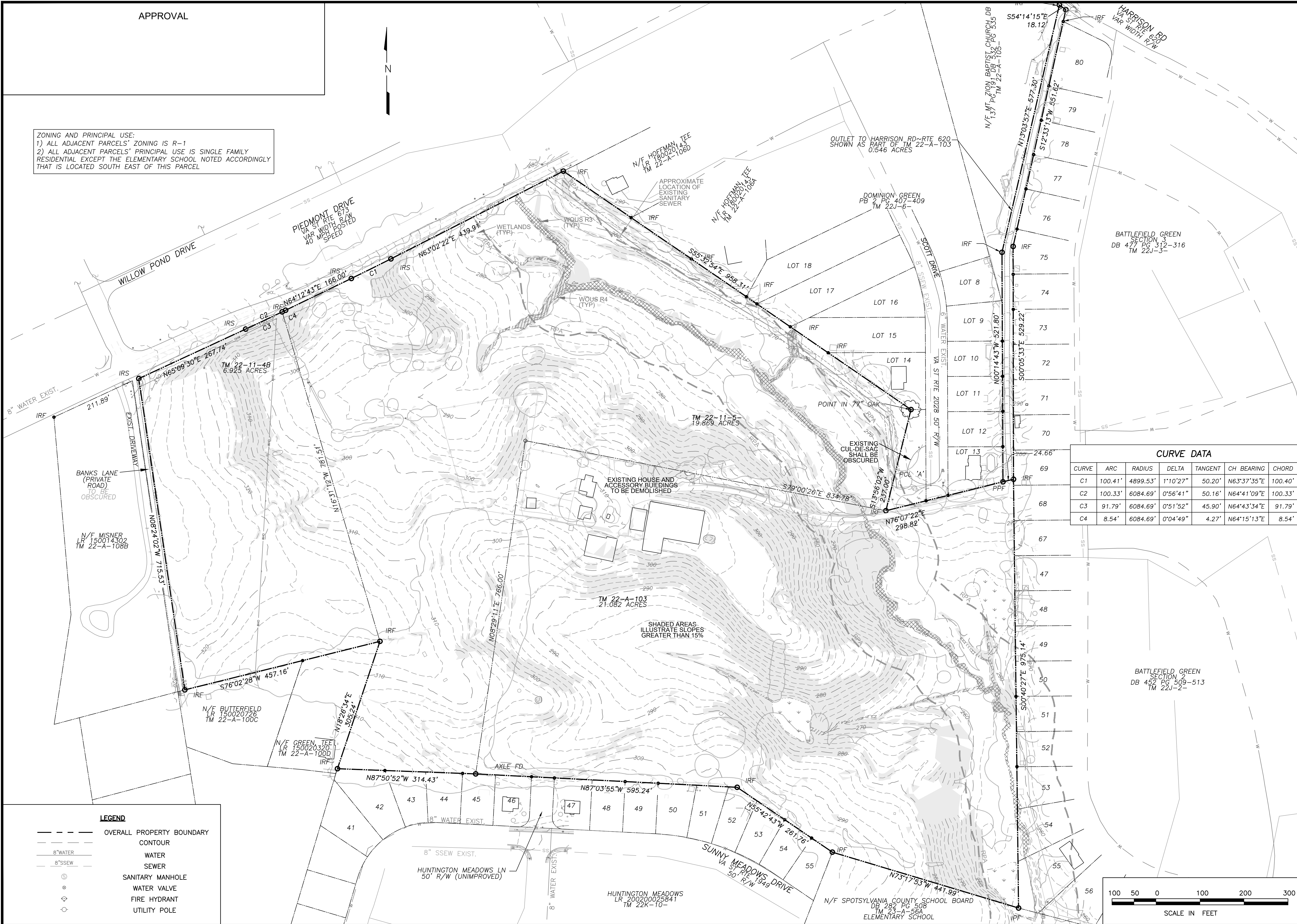
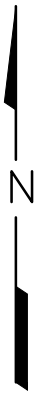
REVISIONS: 10-19-20
03-16-20 12-17-20
04-01-20 01-06-21
06-17-20 02-08-21
08-28-20 05-17-21

DOCUMENT NO.
470-1008

SHEET
1 OF 4

APPROVAL

ZONING AND PRINCIPAL USE:
1) ALL ADJACENT PARCELS' ZONING IS R-1
2) ALL ADJACENT PARCELS' PRINCIPAL USE IS SINGLE FAMILY
RESIDENTIAL EXCEPT THE ELEMENTARY SCHOOL NOTED ACCORDINGLY
THAT IS LOCATED SOUTH EAST OF THIS PARCEL



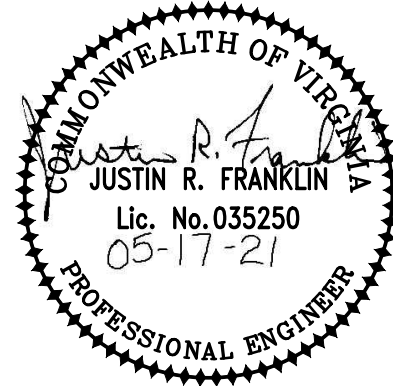
Fairbanks &
Franklin

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Land Planning

1005 Mahone Street
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EXISTING CONDITIONS

SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA



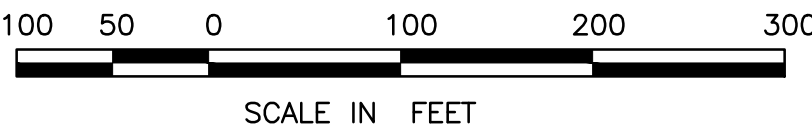
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SHEET
2 OF 4

CURVE DATA						
CURVE	ARC	RADIUS	DELTA	TANGENT	CH BEARING	CHORD
C1	100.41'	4899.53'	1°10'27"	50.20'	N63°37'35"E	100.40'
C2	100.33'	6084.69'	0°56'41"	50.16'	N64°41'09"E	100.33'
C3	91.79'	6084.69'	0°51'52"	45.90'	N64°43'34"E	91.79'
C4	8.54'	6084.69'	0°04'49"	4.27'	N64°15'13"E	8.54'



APPROVAL

ZONING AND PRINCIPAL USE:
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2) ALL ADJACENT PARCELS' PRINCIPAL USE IS SINGLE FAMILY
RESIDENTIAL EXCEPT THE ELEMENTARY SCHOOL NOTED ACCORDINGLY
THAT IS LOCATED SOUTH EAST OF THIS PARCEL

THE STREET BUFFER ALONG
PIEDMONT DRIVE WILL COMPLY WITH
ARTICLE 6 OF THE DESIGN
STANDARDS MANUAL

PROPOSED 10' PAVED TRAIL ALONG
PIEDMONT DRIVE. TRAIL WILL BE
MAINTAINED BY THE HOA AND BE WITHIN
A PUBLIC ACCESS EASEMENT.
REFLECTIVE BARRICADE IN
ACCORDANCE WITH DSM (PLATE 5-22)
SHALL BE INSTALLED AT END OF TRAIL

APPROXIMATE
LOCATION OF
EXISTING
SANITARY
SEWER

DOMINION GREEN
PB 2 PG 407-409
TM 221-6-

BATTLEFIELD GREEN
SECTION 3
DB 477 PG 312-316
TM 22J-3-

PROPOSED 10' WIDE PAVED TRAIL. TRAIL AND TRAIL CORRIDOR SHALL BE DEDICATED TO SPOTSYLVANIA COUNTY FOR PUBLIC USE. TRAIL FOLLOWS EXISTING DRIVEWAY AND BETWEEN EXISTING LOT 13 AND PROPOSED LOT 100

BATTLEFIELD GREEN
SECTION 2
DB 452 PG 509-513
TM 22J-2-

LEGEND

 OVERALL PROPERTY BOUNDARY
 PROPOSED LOT BOUNDARY
 CONTOUR
 SETBACK
 PROPOSED CONCRETE
 PROPOSED PAVEMENT

20' WIDE LANDSCAPE BUFFER
FOLLOWING THE
TRANSITIONAL SCREENING 1
STANDARD IN THE COUNTY
DESIGN STANDARDS MANUAL.
REFER TO TYPICAL
LANDSCAPING DETAIL ON
SHEET 4. EXISTING
VEGETATION MEETING THE
TRANSITIONAL SCREENING 1
STANDARD SHALL BE
PRESERVED IN LIEU OF
REMOVING AND REPLANTING

EXISTING		PROPOSED	
	WATER		
	SEWER		
	SANITARY MANHOLE		
	WATER VALVE		
	FIRE HYDRANT		
	UTILITY POLE		

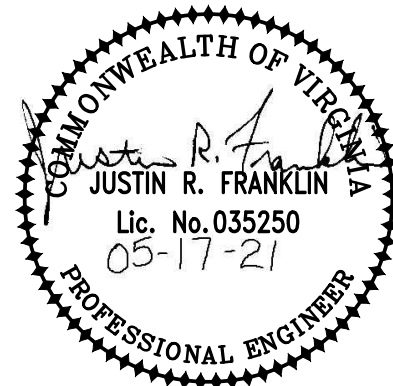
**Fairbanks &
Franklin**

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Land Planning

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GENERALIZED DEVELOPMENT PLAN

SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA

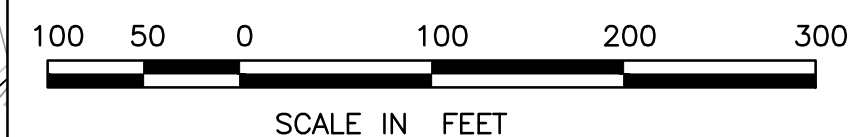


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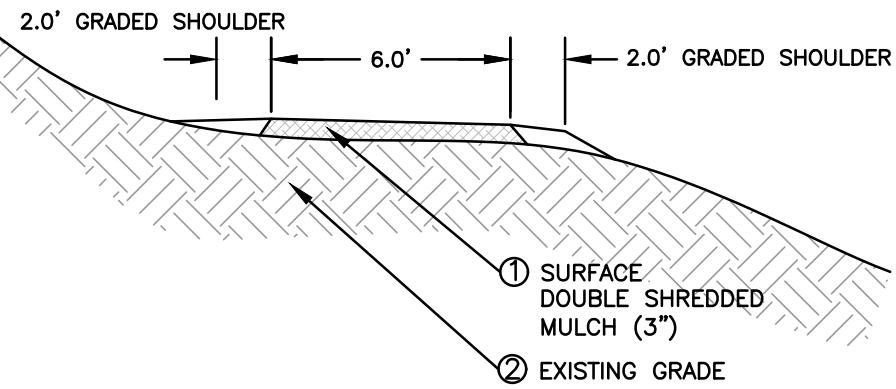
3 SHEET 4
OF



APPROVAL

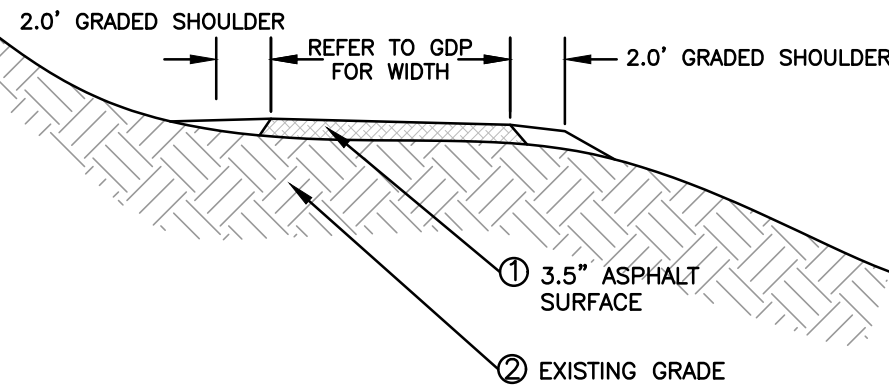
PROPOSED UNPAVED TRAILS

UNPAVED TRAIL SECTION SHALL FOLLOW COUNTY DESIGN STANDARDS MANUAL

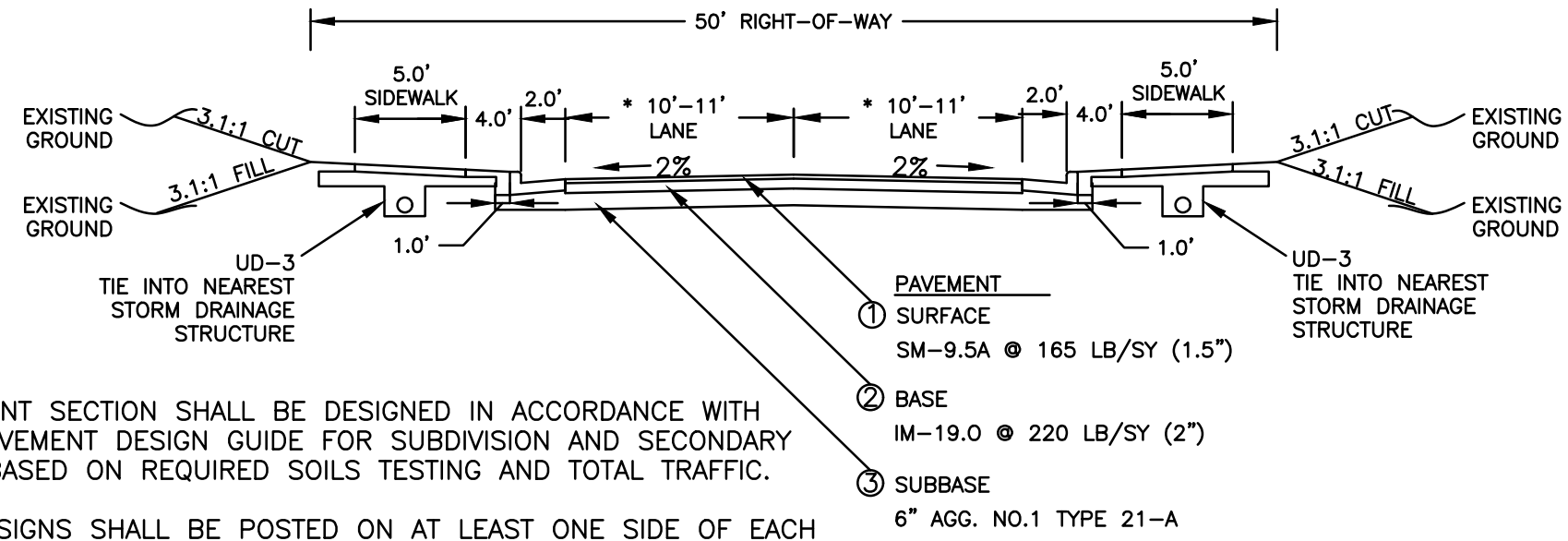


PROPOSED PAVED TRAILS

PAVED TRAIL SECTION SHALL FOLLOW COUNTY DESIGN STANDARDS MANUAL



PROPOSED SUBDIVISION ROADWAYS

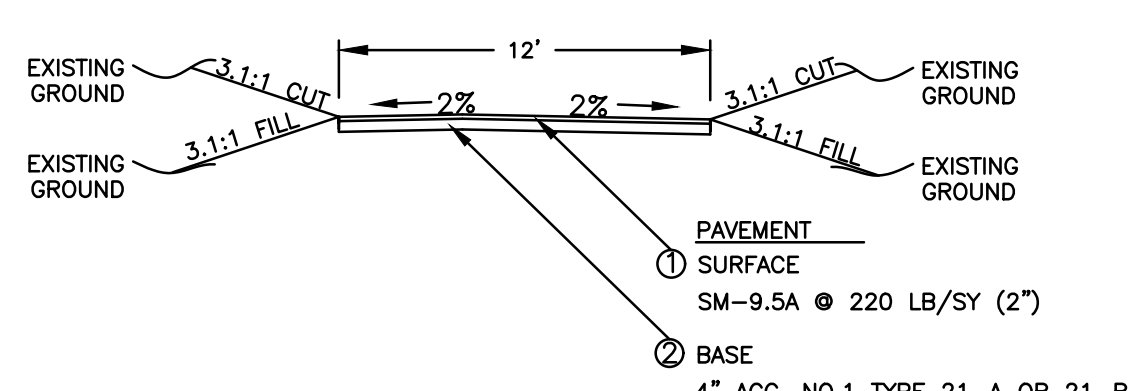


FINAL PAVEMENT SECTION SHALL BE DESIGNED IN ACCORDANCE WITH THE 2014 PAVEMENT DESIGN GUIDE FOR SUBDIVISION AND SECONDARY ROADS AND BASED ON REQUIRED SOILS TESTING AND TOTAL TRAFFIC.

NO PARKING SIGNS SHALL BE POSTED ON AT LEAST ONE SIDE OF EACH STREET AT A SPACING OF APPROXIMATELY 500' AND IN CUL-DE-SAC. SIGNS SHALL BE PLACED OUTSIDE OF THE RIGHT OF WAY.

* REFER TO PLAN FOR LANE WIDTH AND LOCATION OF TRANSITION TO HUNTINGTON MEADOWS DRIVE.

PROPOSED SUBDIVISION DRIVEWAYS



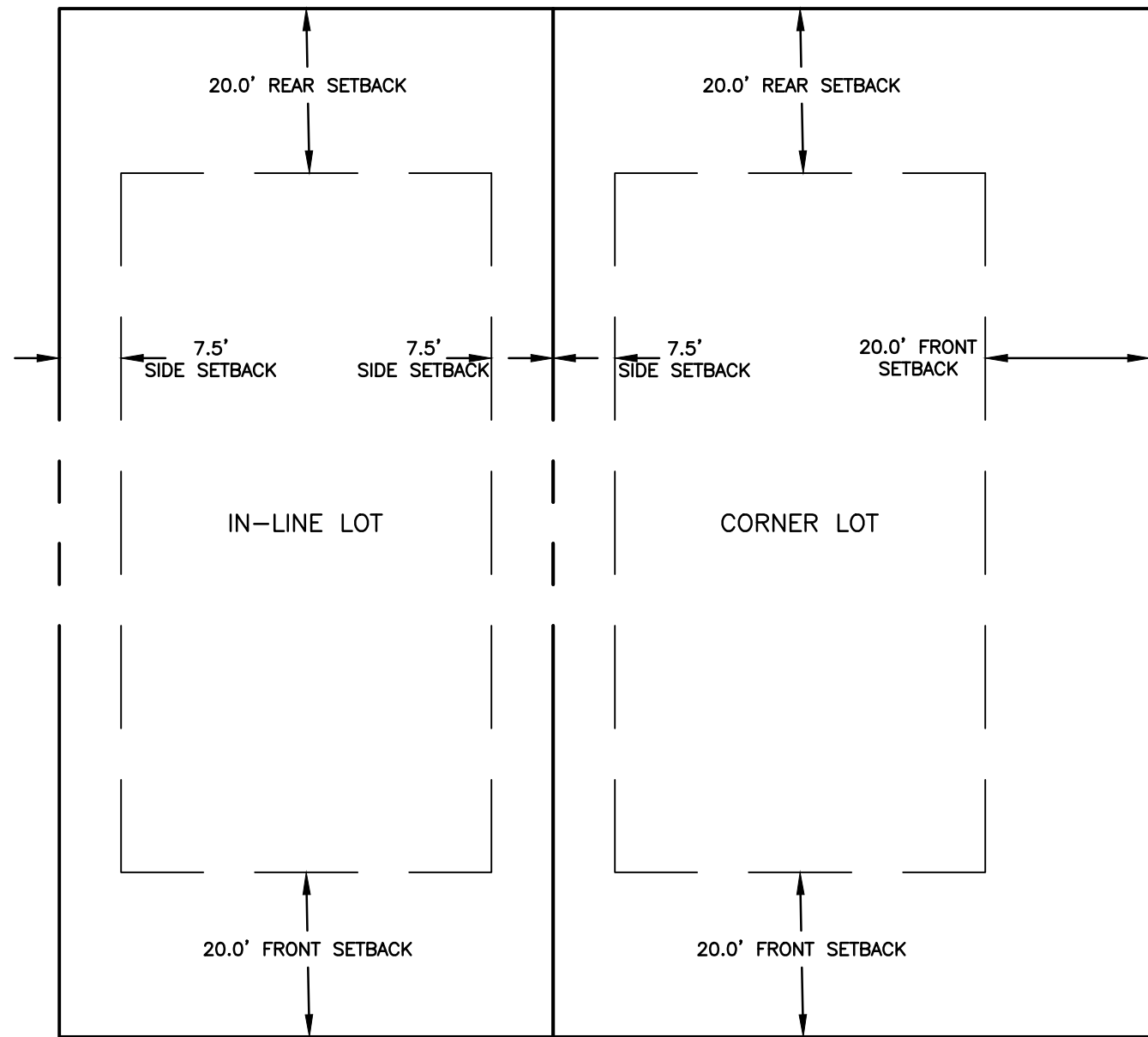
DRIVEWAY CROSS SLOPE SHALL BE 2% IN ONE DIRECTION OR 2% AND CROWNED AT THE CENTERLINE

DRIVEWAY WIDTH SHALL BE INCREASED AT THE APPROACH TO THE GARAGE

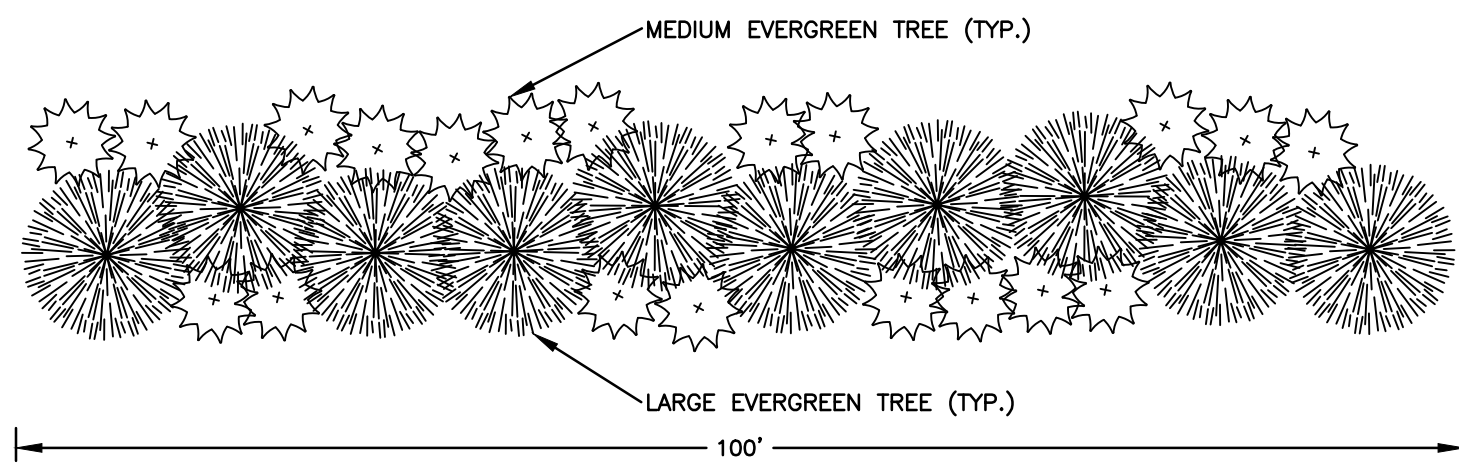
DRIVEWAY MATERIAL MAY BE CONCRETE

DRIVEWAY SHALL CONNECT AT THE SUBDIVISION STREET WITH A VDOT STANDARD CG-9B

LOT DIMENSION DETAIL

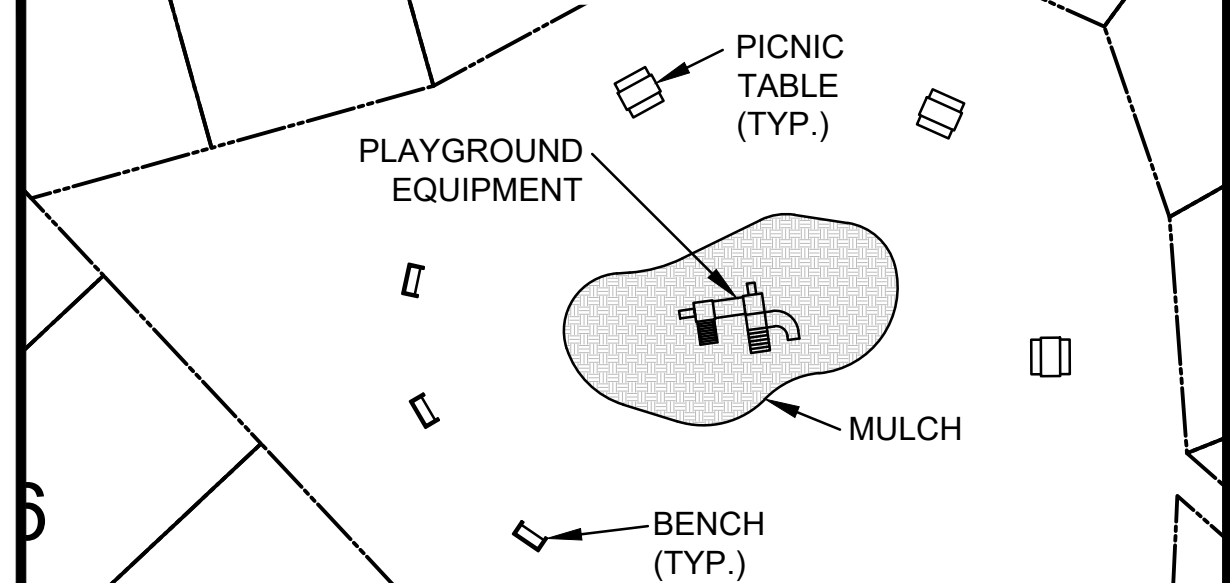


20' WIDE TYPICAL LANDSCAPE BUFFER

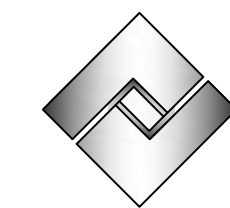
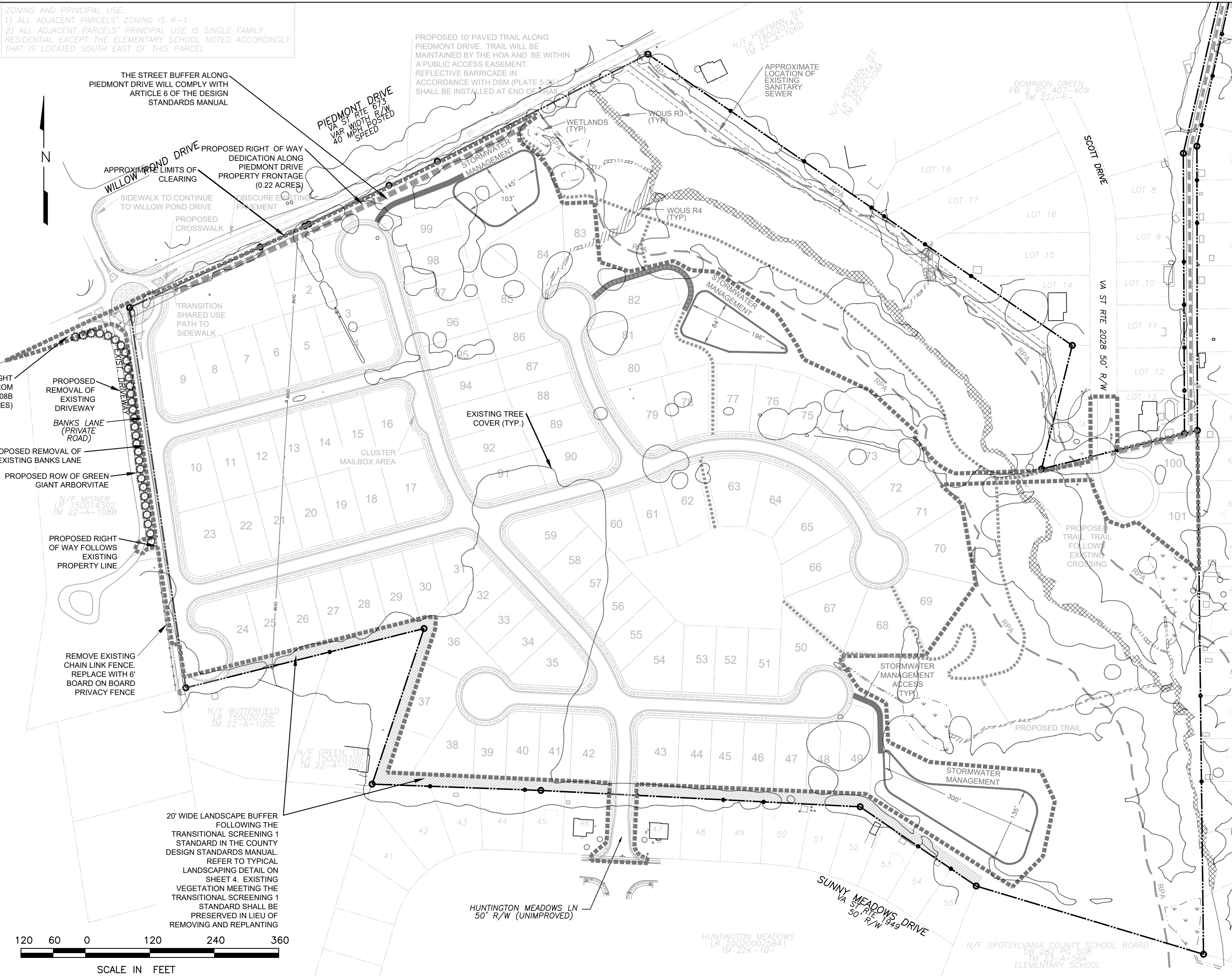


LOT LOT INSET

(NOT TO SCALE)



APPROXIMATE LIMITS OF CLEARING AND TREE COVER



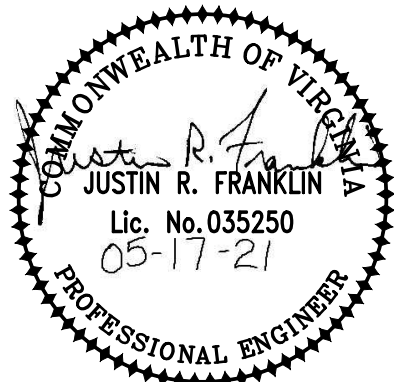
Fairbanks & Franklin

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Land Planning

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DETAILS

SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA



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DOCUMENT NO.
470-1008

4 SHEET
OF 4

EXHIBIT B

Banks Lane Condemnation

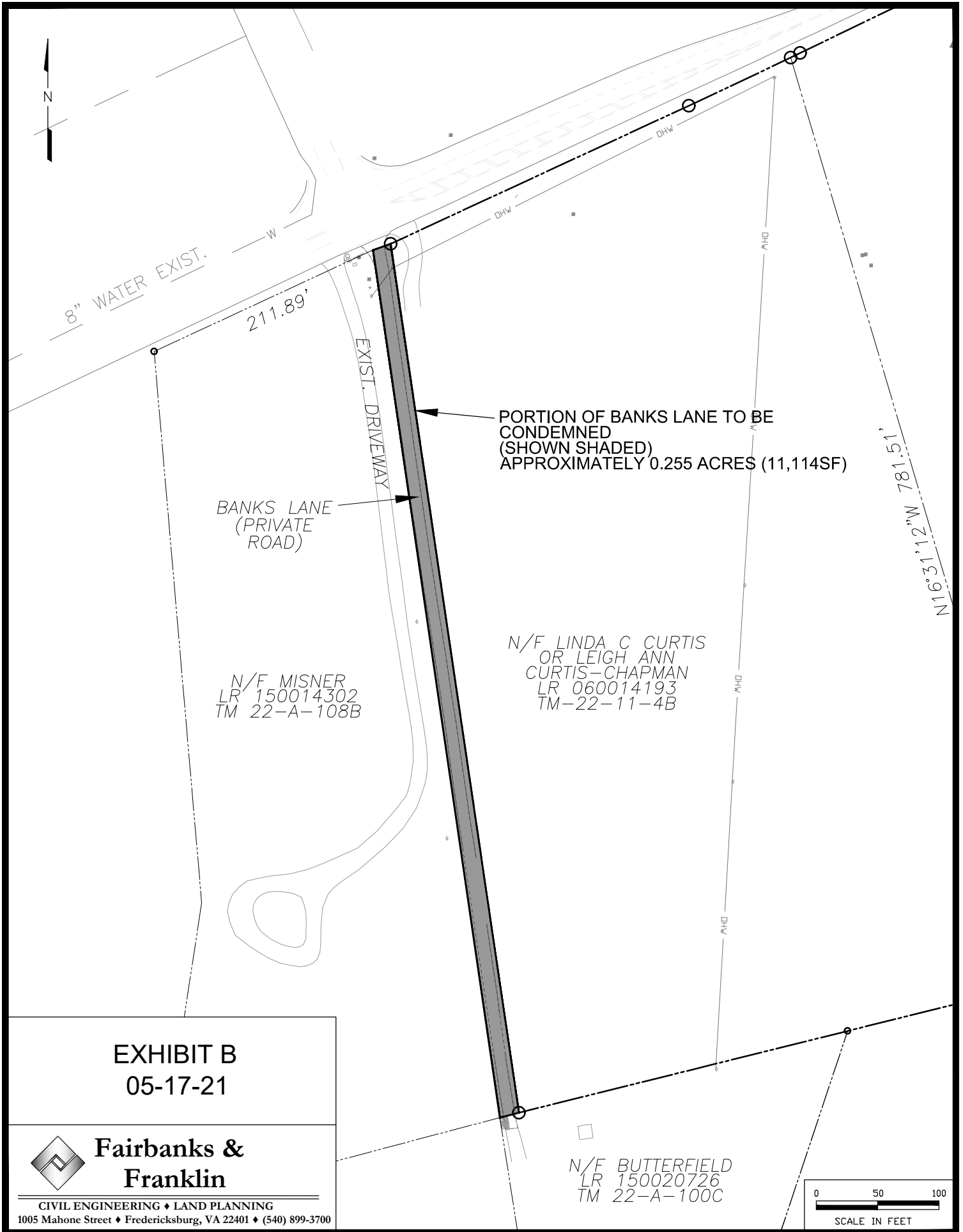


EXHIBIT B
05-17-21



**Fairbanks &
Franklin**

CIVIL ENGINEERING ♦ LAND PLANNING
1005 Mahone Street ♦ Fredericksburg, VA 22401 ♦ (540) 899-3700

Exhibit C

“Tot Lot”



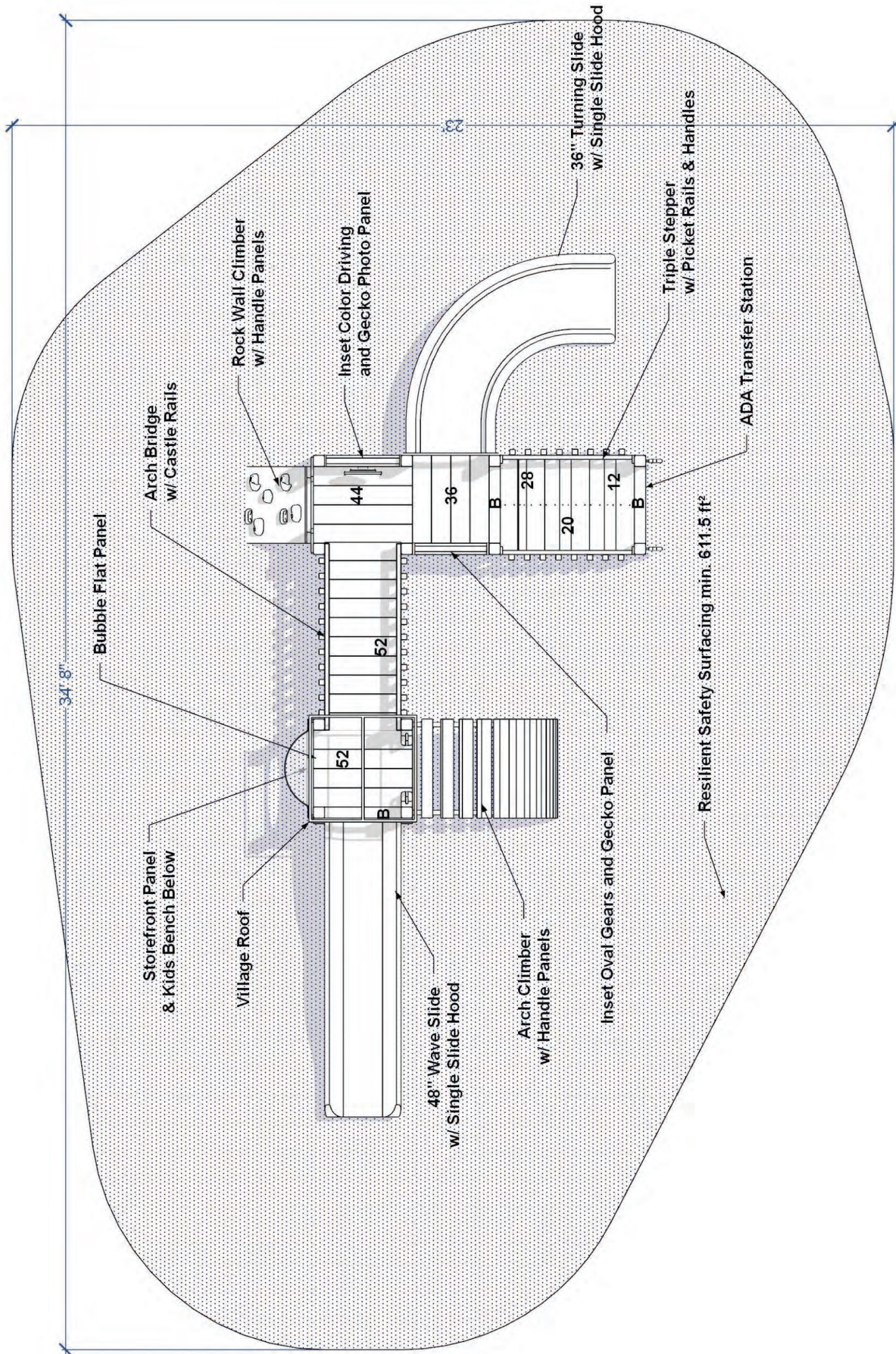


Exhibit D

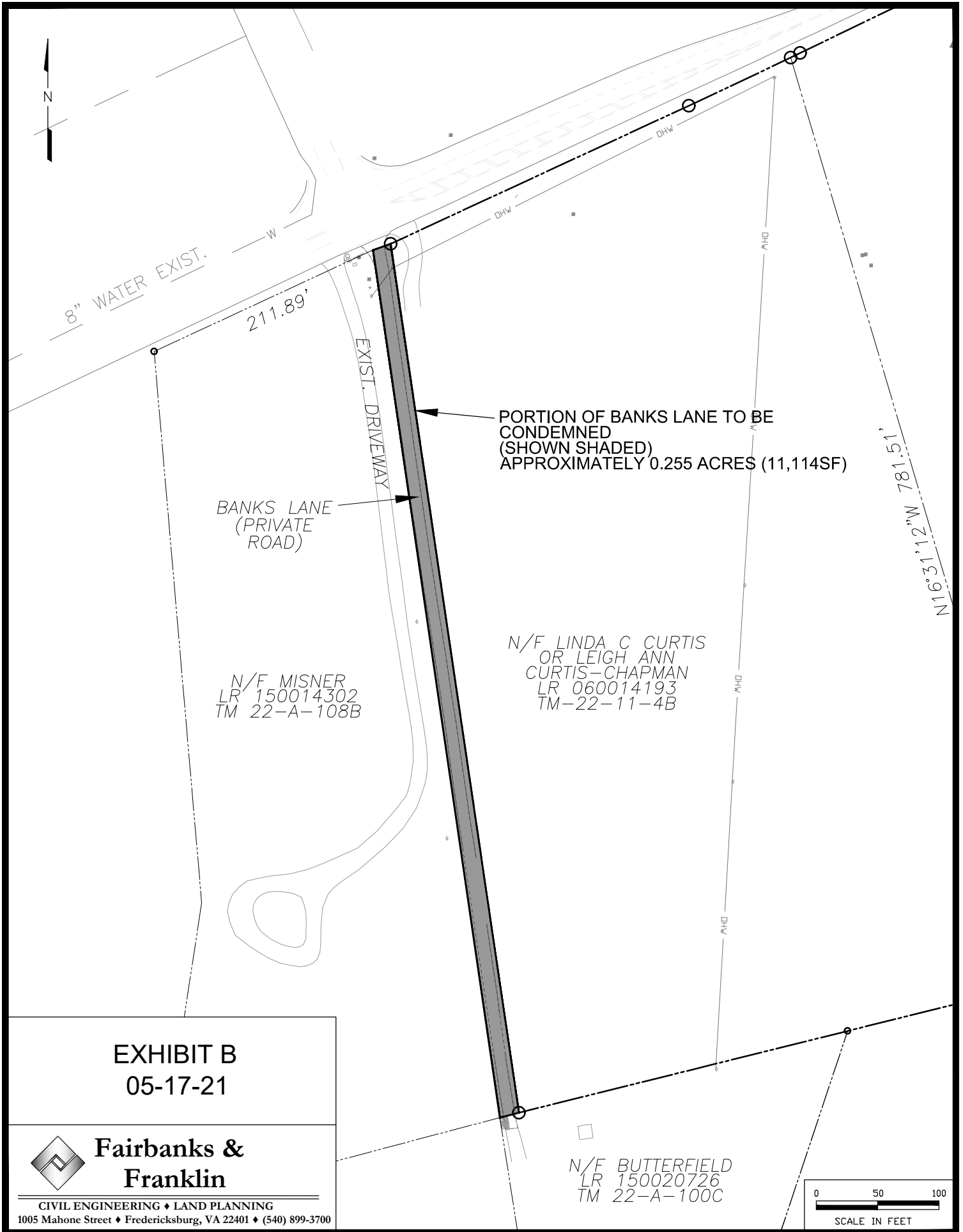
“Agreement”

13660426.1 045478.00005

EXHIBIT C

“Necessary Property”

13660418.1 045478.00005



DRAFT DENIAL RESOLUTION

At a meeting of the Spotsylvania County Board of Supervisors held on July 27, 2021, on a motion by _____, seconded by _____ and passed with a vote of _____, the Board adopts the following resolution:

RESOLUTION NO. 2021 - _____

Denial of Approval of Saddle Creek Agreement (“Agreement”) related to the rezoning application R20-0008 Saddle Creek proffers (“Proffers”), dated May 28, 2021, in substantially the same form as the Agreement attached hereto as Exhibit A.

WHEREAS, on July 27, 2021, the Board of Supervisors will hold a public hearing to consider rezoning application R20-0008, submitted by applicant Rappahannock Development Group, LLC (“Applicant”) to rezone three (3) parcels, TM#s 22-A-103, 22-11-4B, and 22-11-5, owned by Linda C. Curtis and Leigh Ann Curtis-Chapman (“Owners”), consisting of approximately 48.42 acres from Residential 1 (R-1) to Planned Development Housing 3 (PDH-3) with Proffers for the development of 101 single-family detached dwelling units; and

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

WHEREAS, certain Transportation Proffers found in Section III of the Proffers, cannot be completed without condemnation of a parcel of land known as Banks Lane because there is no discernable current owner of this parcel from which to purchase it or have it dedicated. The Banks Lane location, if condemned, will allow for the Owners or Applicant to complete certain proffered transportation improvements including the construction of Piedmont Drive/Saddle Creek intersection improvements which will be dedicated to the Virginia Department of Transportation’s (VDOT’s) Secondary Highway System; and

WHEREAS, the Virginia Code Section 2.1-219.1 allows for condemnation of private property for the creation of public facilities, which includes transportation facilities such as streets and roads that will be dedicated to public use; and

WHEREAS, execution of this Agreement does not bind the Board or the County to initiate a condemnation of the parcel of land known as Banks Lane nor does it bind the Board to approve the rezoning; and

WHEREAS, the Agreement provides that, should the Board approve the rezoning and thereafter initiate the condemnation, the Owners or Applicant will be responsible for all the costs associated with the condemnation; and

WHEREAS, after consideration, the Board believes that the general welfare and good zoning practice are not served by entering into this Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Spotsylvania County Board of Supervisors does hereby deny approval of, and the County will not enter into, this Agreement.

(SEAL)

A COPY TESTE: _____

Aimee Mann

Deputy Clerk to the Board of Supervisors

Exhibit A

SADDLE CREEK AGREEMENT

AGREEMENT

This AGREEMENT (the “Agreement”) is made and entered this ____ day of _____, 2021, by and among the COUNTY OF SPOTSYLVANIA, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the “County”), and RAPPAHANNOCK DEVELOPMENT GROUP, LLC, a Virginia Limited Liability Company, and LINDA C. CURTIS and LEIGH ANN CURTIS-CHAPMAN, individuals, all collectively referred to as the “Parties.” Rappahannock Development Group, LLC, Linda C. Curtis, and Leigh Ann Curtis-Chapman are hereinafter collectively referred to as “the Company” for convenience.

PREAMBLE:

WHEREAS, the Company has filed with the County an application to rezone property identified as County Tax Map Parcel 22-A-103 located at 6020 Harrison Road, County Tax Map Parcel 22-11-4B located at 11501 Piedmont Drive, and County Tax Map Parcel 22-11-5 located at 11513 Piedmont Drive all in Spotsylvania County (hereafter collectively “the Property”) to allow the construction of One Hundred and One (101) single family detached dwelling units. The proposed rezoning case is identified in the County’s records as Case No. R20-0008 (the “Rezoning”); and

WHEREAS, as part of the Rezoning and as allowed by Virginia Code and County Ordinance the Company has submitted a proffer statement in which the Company commits to several actions in order to mitigate the Rezoning’s impact on the County and the neighboring properties (the “Proffers” as defined herein); and

WHEREAS, included in the Proffers and as described on the Generalized Development Plan (as defined herein), is a commitment to construct a new public road, including, but not limited to a roundabout, adjoining the entrance at Piedmont Drive opposite Chancellor Park Drive (the “Public Facility”) in the hopes of mitigating the Rezoning’s impact on the County’s transportation facilities and its neighbors; and

WHEREAS, in order to construct the Public Facility and, ultimately, to dedicate the Public Facility to the Virginia Department of Transportation (“VDOT”) for acceptance into the Commonwealth’s Secondary Highway System, the Company or the County must acquire clean title to a portion of property adjacent to the Property (the “Necessary Property” as defined herein); and

WHEREAS, utilizing the County’s authority to condemn property for public facilities is the most expedient and effective way for the Company to ensure clean title to the Necessary Property in order for the Company to construct the Public Facility to the Standard (as defined herein) and Dedicate it (as defined herein); and

WHEREAS, should the County approve the Rezoning, the Company desires to fully reimburse the County for any and all costs associated with the possible condemnation to allow the Company to construct the Public Facility pursuant to the Standard (as defined herein) and Dedicate it (as defined herein); and

WHEREAS, should the County decide to approve the Rezoning, and should the County decide to condemn the Necessary Property, the County desires that the Company be required to fully reimburse the County for any and all fees, costs, expenses, awards or settlements associated with the condemnation and that the Company be required to construct the Public Facility to the Standard (as defined herein) and Dedicate it (as defined herein);

NOW THEREFORE in consideration of the foregoing, the mutual benefits, promises and undertakings of the Parties to this Agreement, 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 a material part of this Agreement.

SECTION 2. DEFINITIONS

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

“Generalized Development Plan” or “GDP” means the document identified as the generalized development plan, entitled Saddle Creek Generalized Development Plan for Rezoning dated 02-18-2020 and last revised on 05-17-2021 included with the Company’s Proffers which is attached hereto and incorporated herein by reference as “Exhibit A”.

“Proffers” means the final proffer statement dated May 28, 2021, approved as part of the Rezoning, executed by the Company which is attached hereto and incorporated herein by reference as “Exhibit B” without the GDP, the Banks Lane Condemnation plat entitled “Exhibit B 5-17-21”, or the Tot Lot exhibit, for efficiency, although all remain part of the proffer statement.

“Necessary Property” means the property which the Company or the County needs to acquire in order to construct the Public Facility and that being described as a “Portion of Banks Lane To Be Condemned” as shown on that certain exhibit plat titled “Exhibit B 05-17-21”, prepared by Fairbanks & Franklin, and attached hereto and incorporated herein by reference as “Exhibit C”.

“Standard” means the standard of design and construction necessary to meet the all the commitments set forth in the Proffers related to the Public Facility, and all applicable Virginia codes, standards, rules, and regulations, and all applicable County ordinances, standards, rules, and regulations, and all applicable VDOT standards, rules, and regulations so as to allow the Public Facility, including the Necessary Property, to be dedicated to VDOT for acceptance into the Commonwealth’s Secondary Highway System as a public road all as determined by the County and VDOT.

“Dedicate” or “Dedicated” means dedicating the Public Facility, including the Necessary Property, to VDOT for acceptance into the Commonwealth’s Secondary Highway System as a public road

and shall include any necessary actions related to the title of the Public Facility as determined by the County and VDOT.

SECTION 3. NECESSARY CONDITIONS

3.1 This Agreement is predicated and conditioned upon the Board of Supervisors of Spotsylvania County (the “Board”) approving the Rezoning. Should the Board not approve the Rezoning, this Agreement shall be void and have no legal effect, and the Parties shall not be bound hereto.

3.2 Nothing herein requires or will be interpreted as requiring or binding the Board to either take the legislative action to approve the Rezoning or to condemn the Necessary Property, both of which are at the sole and absolute discretion of the Board.

SECTION 4. CONDEMNATION AND COMPANY COMMITMENTS

4.1 Should the County approve the Rezoning, the Company shall take all actions required by the County to assist the County in its consideration, and preparation, of condemning the Necessary Property to include, but not be limited to any title work and drafting of road plans for submission to VDOT. Should the County initiate the condemnation as set forth in Section 4.2, the County’s costs related to its consideration and preparation of condemning the Necessary Property shall be reimbursed by the Company as set forth in Section 4.3 to the extent the Company has not already paid for or undertaken the services on behalf of the County.

4.2 Should the County initiate the process of condemning the Necessary Property by issuing a bona fide offer or adopting a resolution authorizing the condemnation within 90 days after the dedication of the offsite right-of-way area as shown and depicted on the GDP as “Proposed Right of Way from Parcel 22-A-108B (0.047 acres)” to the County, which necessarily includes VDOT approval of the dedicated land (“County Condemnation Period”), the Company commits to the following, which shall collectively be referred to as the “Company Commitments.” The Company will extend the County Condemnation Period for a reasonable period thereafter so long as the County is diligently pursuing the condemnation in accordance with this Agreement and the extension will not be unreasonably withheld.

4.2.a. The Company will reimburse the County for any and all fees, costs, and expenses associated with the condemnation of the Necessary Property without limitation and to specifically include, but not be limited to, the reasonable costs of engaging and utilizing outside legal counsel for the County’s legal representation, appraisal costs including any necessary testimony and related expenses, the amount of any bona fide offer the County makes to the landowner in accordance with §25.1-204 of the Virginia Code (1950), or any amount the County deems to be a reasonable settlement for the proposed acquisition, the funds deposited with the court under the Certificate of Take in accordance with §25.1-305 of the Virginia Code (1950), as amended, the cost and related expenses of hiring any additional expert witnesses deemed necessary by the County or the County’s outside legal counsel for the condemnation proceedings, any statutorily required costs or expenses the County may be obligated to pay to the landowner within the condemnation proceeding, the entire amount of any award or settlement

amount in the condemnation proceeding, including interest, and including a flat fee designed to reimburse the County for its administrative costs in the amount of Ten Thousand Dollars (\$10,000) (the "Administrative Fee"). The County's Administrative Fee will be paid by the Company to the County in full within fourteen (14) days after the County has initiated the process of condemnation of the Necessary Property as set forth in Section 4.2. All other costs associated with the condemnation shall be paid to the County in full within fourteen (14) days of the County's delivery (whether via email or by mail) to the Company of an invoice related to services rendered in the condemnation of the Necessary Property which have been previously paid by the County. In the alternative, the County may direct its counsel, appraisers, contractors, vendors, and others providing services in support of the condemnation to present the Company with their invoices directly, which the Company will pay in full on behalf of the County within thirty (30) days of their mailing, or within the invoice payment period, whichever is shorter. Any late fees or costs accrued based upon the Company failing to directly pay invoices timely presented to it by the County will be the responsibility of the Company. The Administrative Fee and all acquisition and/or condemnation costs paid by the Company hereunder will not be refunded under any circumstance, except in the event if the County unreasonably refuses to complete, once begun, the condemnation of the Necessary Property.

4.2.b The Company will complete construction of the Public Facility as set forth on Sheet 3 of 4 of the GDP prior to, and as a condition of, the issuance of the first certificate of occupancy for a residential unit on the Property and, in no event, later than thirty-six (36) months after the Rezoning is approved, except and unless the County agrees to amend this Agreement. The Company will construct the Public Facility to the Standard to allow the Public Facility, including the Necessary Property, to be Dedicated.

4.2.c Upon completion of the Public Facility, the Company will take all legally required steps as directed by the County and VDOT to Dedicate the Public Facility.

SECTION 5. LIABILITY

5.1 The Company will at all times and without limitation hold the County, its officials, employees, contractors, and agents harmless from, and indemnify and defend the County, its officials, employees, contractors, and agents against, any and all actions, judgments, and claims, real or alleged, against the County, its officials, employees, contractors, or agents related in any way to the actions contemplated in this Agreement including, but not limited to, any and all condemnation actions and construction activities related to the Necessary Property, the Public Facility, either or both. Legal counsel utilized by the Company to meet these obligations will be retained subject to the consent and approval of the Spotsylvania County Attorney. Any judgments against the County, its officials, employees, contractors, and agents from which the Company has agreed to hold the County, its officials, employees, contractors, and agents harmless herein shall be paid by the Company in full within thirty (30) days of the judgment being entered. These provisions will survive the termination or expiration of this Agreement.

5.2 The foregoing will not be interpreted in any way to waive the County's lawful enjoyment of sovereign immunity.

SECTION 6. MISCELLANEOUS

6.1 This Agreement constitutes the full agreement between the Parties and shall bind the Parties, their heirs, their successors in interest in the Property, and their assigns. This Agreement may only be amended by written agreement between the Parties.

6.2 This Agreement will be construed and interpreted in accordance with the laws of the Commonwealth of Virginia.

6.3 Any legal action arising out of this Agreement will be heard in the Court of competent jurisdiction in Spotsylvania County, Virginia.

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

6.5 Neither failure on the part of the County to enforce any covenant or provision contained in this Agreement nor any waiver of any right under this Agreement will discharge or invalidate such covenant or provision or affect the right of the County to enforce the same right in the event of any subsequent default.

6.6 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.

6.7 Rappahannock Development Group, LLC hereby warrants and covenants that the individual executing this Agreement on its behalf is authorized by Rappahannock Development Group, LLC to do so and that it shall be so bound hereunder.

[AUTHORIZED SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, hereto agree and have executed this Agreement as of the date first written above.

COUNTY OF SPOTSYLVANIA, VIRGINIA

By: _____ (SEAL)

Ed Petrovitch

COUNTY ADMINISTRATOR

COMMONWEALTH OF VIRGINIA

COUNTY OF SPOTSYLVANIA, to-wit:

The foregoing Agreement was acknowledged before me this the _____ day of _____ 2021, by Ed Petrovitch, County Administrator of Spotsylvania County.

Notary Public

My Commission Expires: _____

My Registration No.: _____

APPROVED AS TO FORM:

County Attorney

SIGNATURE PAGES TO FOLLOW

RAPPAHANNOCK DEVELOPMENT GROUP, LLC,
a Virginia Limited Liability Company

By: _____ (Sign)

Name: _____ (Print)

Title: _____

STATE OF _____

CITY/COUNTY OF _____, to-wit:

The foregoing Agreement was acknowledged this the _____ day of _____, 2021, by _____ who is the _____ of Rappahannock Development Group, LLC.

Notary Public

My Commission Expires: _____

My Registration No.: _____

SIGNATURE PAGES TO FOLLOW

LINDA C. CURTIS

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

The foregoing Agreement was acknowledged before me this the _____ day of _____
2021, by Linda C. Curtis.

Notary Public

My Commission Expires: _____
My Registration No.: _____

SIGNATURE PAGE TO FOLLOW

LEIGH ANN CURTIS-CHAPMAN

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

The foregoing Agreement was acknowledged before me this the _____ day of _____
2021, by Leigh Ann Curtis-Chapman.

Notary Public

My Commission Expires: _____
My Registration No.: _____

EXHIBIT A

“Generalized Development Plan”

SADDLE CREEK

GENERALIZED DEVELOPMENT PLAN FOR REZONING

22-11-4B, 22-11-5, & 22-A-103

11513 PIEDMONT DRIVE

SALEM VOTING DISTRICT

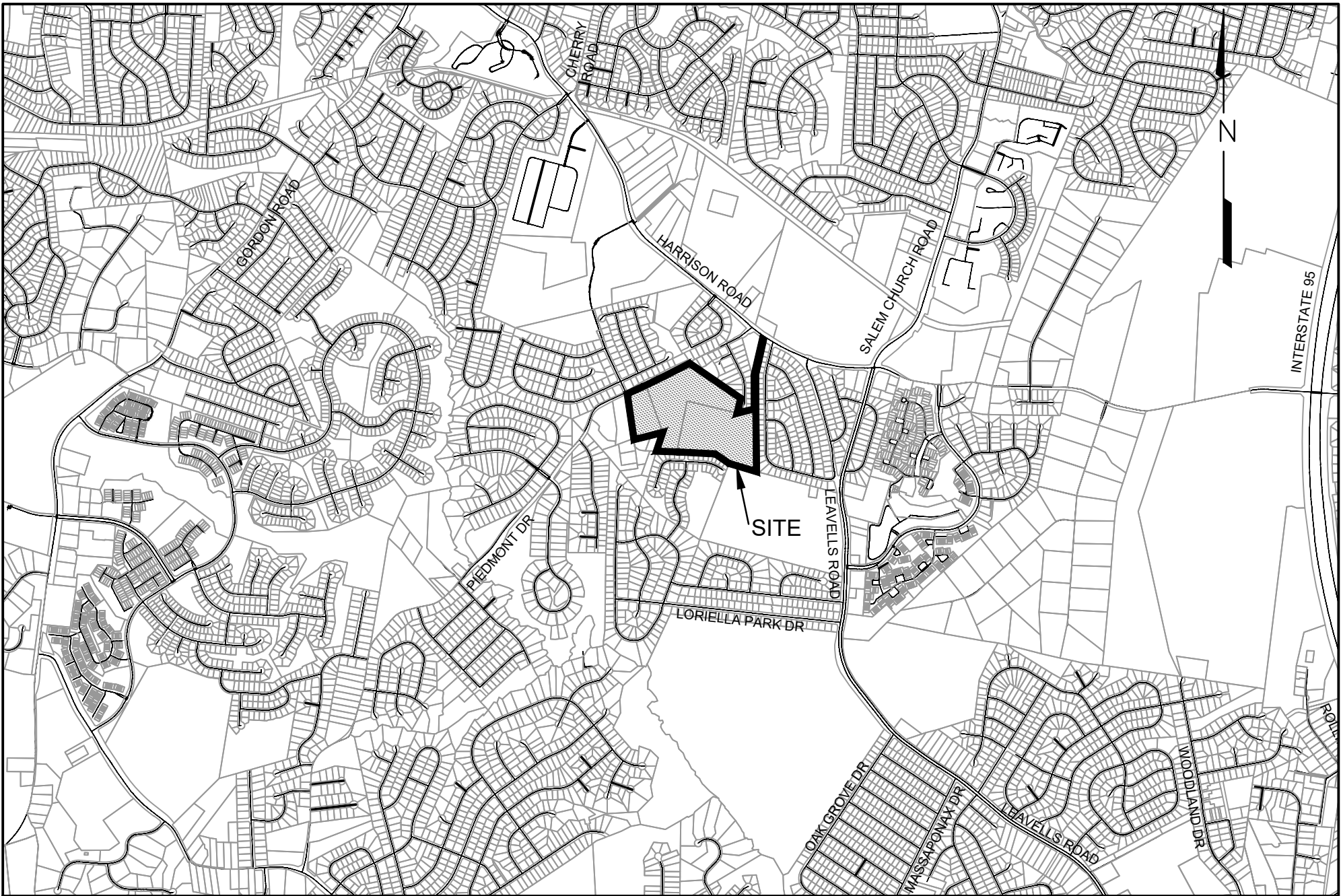
SPOTSYLVANIA COUNTY, VIRGINIA

SHEET INDEX

SHEET	TITLE
SHEET 1	COVER SHEET
SHEET 2	EXISTING CONDITIONS
SHEET 3	GENERALIZED DEVELOPMENT PLAN
SHEET 4	DETAILS

NOTES:

- SOURCE OF MAPPING:
TOPOGRAPHIC–AERIAL MAPPING PROVIDED BY MCKENZIE SNYDER WITH SUPPLEMENTAL INFORMATION TAKEN FROM SPOTSYLVANIA COUNTY GIS
BOUNDARY–BOUNDARY SURVEY PREPARED BY FAIRBANKS & FRANKLIN IN FEBRUARY 2020.
EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED DURING CONSTRUCTION IN ACCORDANCE WITH THE VA. EROSION AND SEDIMENT CONTROL HANDBOOK.
- WETLANDS AND STREAM CHANNELS SHOWN ON THIS PLAN WERE DELINEATED BY TNT ENVIRONMENTAL.
- THERE ARE NO KNOWN DAM BREAK INUNDATION ZONES WITHIN THE LIMITS OF THE SITE.
- THERE ARE NO KNOWN HISTORIC BUILDINGS, ARCHAEOLOGICAL FEATURES, OR HISTORIC DISTRICTS ON SITE.
- THERE ARE NO KNOWN PLACES OF BURIAL ON SITE.
- LANDSCAPING AND SCREENING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 23–5.5 OF THE SPOTSYLVANIA COUNTY CODE, ARTICLE 6 OF THE SPOTSYLVANIA COUNTY DESIGN STANDARDS MANUAL.
- ALL PARCEL LINES, PARCEL SIZES, BUILDING ENVELOPES, BUILDING 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 THE APPLICANT TO ADDRESS FINAL DEVELOPMENT, ENGINEERING AND DESIGN REGULATIONS, FULFILL COMPLIANCE WITH STATE AND FEDERAL AGENCY AND COMPLIANCE WITH THE REQUIREMENTS OF THE COUNTY'S DEVELOPMENT REGULATIONS. NOTWITHSTANDING THE FOREGOING, ANY SAID ADJUSTMENTS TO THE GDP SHALL BE SUBJECT TO THE APPROVAL OF THE COUNTY'S ZONING ADMINISTRATOR, AND IN NO EVENT SHALL APPROVED ADJUSTMENTS TO THE GDP RELIEVE THE APPLICANT FROM PROVIDING ANY OF THE PROFFERS.
- STORMWATER MANAGEMENT WILL BE ACHIEVED THROUGH THE USE OF BEST MANAGEMENT PRACTICES LOCATED REGIONALLY AT DRAINAGE OUTFALLS. ALL OUTFALL LOCATIONS WILL BE ANALYZED TO ENSURE THE RECEIVING CHANNELS ARE ADEQUATE AND THAT THE UPSTREAM STORMWATER MANAGEMENT FACILITIES DETAIN THE PEAK POST DEVELOPMENT RUNOFF IN ACCORDANCE WITH APPLICABLE STATE AND COUNTY REQUIREMENTS. AS SHOWN ON THIS GDP, THE APPROXIMATE IMPERVIOUS COVER IS 12 ACRES, THE APPROXIMATE OPEN SPACE IS 22 ACRES, AND THE REMAINING AREA OF APPROXIMATELY 14 ACRES IS MANAGED TURF. THIS DEVELOPMENT WILL REQUIRE A REDUCTION OF TP OF APPROXIMATELY 14.5 LBS. THIS REDUCTION WILL BE ACHIEVED IN THE REGIONAL FACILITIES.
- ALL REFUSE MUST BE DISPOSED OF AT COUNTY APPROVED DISPOSAL SITES. SOLID WASTE GENERATED BY EACH SINGLE FAMILY ATTACHED AND SINGLE FAMILY DETACHED LOT WILL BE STORED ON THAT RESPECTIVE LOT IN A CONTAINER. A PRIVATE REFUSE COLLECTION SERVICE WILL COLLECT AND TRANSPORT THE SOLID WASTE TO A COUNTY APPROVED DISPOSAL/COLLECTION SITE.
- BASED UPON GRAPHIC PLOTTING ONLY, THE PROPERTY IS LOCATED WITHIN ZONE X, "AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOODPLAIN", AS PER FLOOD INSURANCE RATE MAP FOR SPOTSYLVANIA COUNTY, VIRGINIA, COMMUNITY PANEL NUMBER 5103080075C EFFECTIVE FEBRUARY 18, 1998.
- THE HOMEOWNER'S ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL COMMON LAND AND FACILITIES WITHIN THE DEVELOPMENT.
- ALL PROPOSED SUBDIVISION STREETS SHOWN ON THE PLAN ARE PUBLIC. THE SUBDIVISION STREETS WILL CONNECT TO PIEDMONT DRIVE AND SUNNY MEADOWS DRIVE, BOTH OF WHICH ARE WITHIN PUBLIC RIGHTS OF WAY AND MAINTAINED BY VDOT.
- ALL LOTS SHALL HAVE DRIVEWAY CONNECTIONS TO THE INTERNAL SUBDIVISION STREETS ONLY. NO LOTS SHALL HAVE DIRECT ACCESS TO PIEDMONT DRIVE.
- EASEMENTS MAY EXIST THAT ARE NOT SHOWN HEREON.
- ALL LIGHTING SHALL COMPLY WITH SPOTSYLVANIA COUNTY STANDARDS.
- THIS DEVELOPMENT SHALL COMPLY WITH ALL SPOTSYLVANIA COUNTY CODE REQUIREMENTS.
- ALL APPLICABLE ENVIRONMENTAL PERMITS SHALL BE OBTAINED AS REQUIRED FOR SITE PLAN APPROVAL.



VICINITY MAP
SCALE 1"=2000'
SCALE IN FEET (1 INCH=2,000 FEET)

PROPERTY OWNER	APPLICANT	ENGINEER
TM 22-11-4B, TM 22-11-5, & 22-A-103 LINDA C CURTIS OR LEIGH ANN CURTIS-CHAPMAN 6020 HARRISON ROAD FREDERICKSBURG, VA 22407	RAPPAHANNOCK DEVELOPMENT GROUP 1016 CHARLES STREET FREDERICKSBURG, VA 22401 540-273-7498	FAIRBANKS & FRANKLIN 1005 MAHONE STREET FREDERICKSBURG, VIRGINIA 22401 540-899-3700

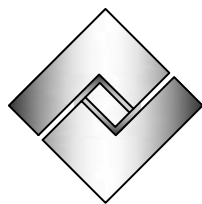
SITE INFORMATION:

TAX PARCELS:	22-11-4B, 22-11-5, & 22-A-103
ADDRESS:	11513 PIEDMONT DRIVE
PRESENT ZONING:	R-1 FOR LOT 22-A-103 PDH-3
PROPOSED ZONING:	SINGLE-FAMILY DETACHED RESIDENTIAL
PRESENT USE:	SINGLE-FAMILY DETACHED RESIDENTIAL
PROPOSED USE:	HIGHWAY CORRIDOR OVERLAY
OVERLAY DISTRICT(S):	48.42 AC
PROPERTY AREA:	6.57 AC
R/W DEDICATION:	19.87
TOTAL LOT AREA:	3 DU / AC (145 UNITS)
DENSITY ALLOWED:	2.09 DU / AC (101 UNITS)
DENSITY PROVIDED:	APPROXIMATELY 25.0% (12 AC / 48.42 AC)
IMPERVIOUS SURFACE RATIO:	APPROXIMATELY 33% (2,500 SF / 7,500 SF)
LOT COVERAGE RATIO:	30% (14.52 AC)
OPEN SPACE OUTSIDE OF LOTS REQUIRED:	45.39% (21.98 AC)
OPEN SPACE OUTSIDE OF LOTS PROVIDED:	12.99 AC
a. OPEN SPACE PROVIDED IN RPA, WETLANDS, STREAMS, AND SLOPES 15% OR STEEPER:	
b. OPEN SPACE PROVIDED OUTSIDE OF RPA, WETLANDS, STREAMS, AND SLOPES 15% OR STEEPER:	8.96 AC
DISTURBED ACREAGE:	APPROXIMATELY 32.0 AC
WATER:	PUBLIC WATER
SEWER:	PUBLIC SANITARY SEWER
PARKING REQUIRED:	2 SPACES/UNIT X 101 UNITS = 202 SPACES
PARKING PROVIDED:	202 SPACES
MAXIMUM BUILDING HEIGHT:	2 STORY (APPROX. 35 FT)
MINIMUM YARD REQUIREMENTS:	
FRONT:	20 FT
SIDE:	7.5 FT
REAR:	20 FT
ESTIMATED VEHICLE TRIPS:	REFER TO TRAFFIC STUDY PREPARED BY RAMEY KEMP

ZONING COMPARISON			
SINGLE FAMILY DETACHED	ZONING	R-1	PDH-3
	ALLOWED DENSITY	1 DU PER 2 ACRES (CONV. SUBD.)	3 DWELLING UNITS PER ACRE
	ALLOWED YIELD	1 DU PER 1.5 ACRES (CLUSTER SUBD.) 24 DU (CONV. SUBD.) 32 DU (CLUSTER SUBD.)	145 DU

ESTIMATED WATER AND SEWER USAGE	
WATER USAGE 30,300 GPD	SEWER USAGE 30,300 GPD

TOTAL ESTIMATED VEHICLE TRIP PER DAY(VPD)
ITE TRIP GENERATION MANUAL 10TH EDITION:
SINGLE–FAMILY DETACHED HOUSING – LAND USE CODE 210
101 HOME X 10 TRIPS PER UNIT = 1,010 VPD
NOTE: ACTUAL HIGHEST VPD/UNIT = 9.54. THIS WAS
ROUNDED UP TO 10 IN ACCORDANCE WITH VDOT
METHODOLOGY.



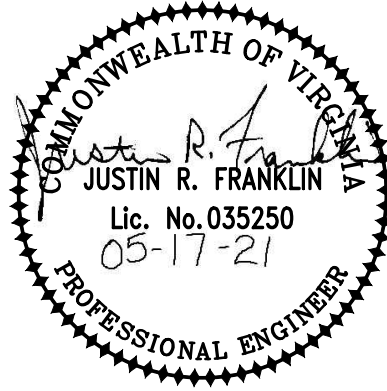
Fairbanks &
Franklin

Civil Engineering
Land Planning

1005 Mahone Street
Fredericksburg, VA 22401
(540) 899-3700

COVER SHEET

SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA



DATE : 02-18-20
DESIGNED: JRF
DRAWN : JRF
CHECKED : JDF

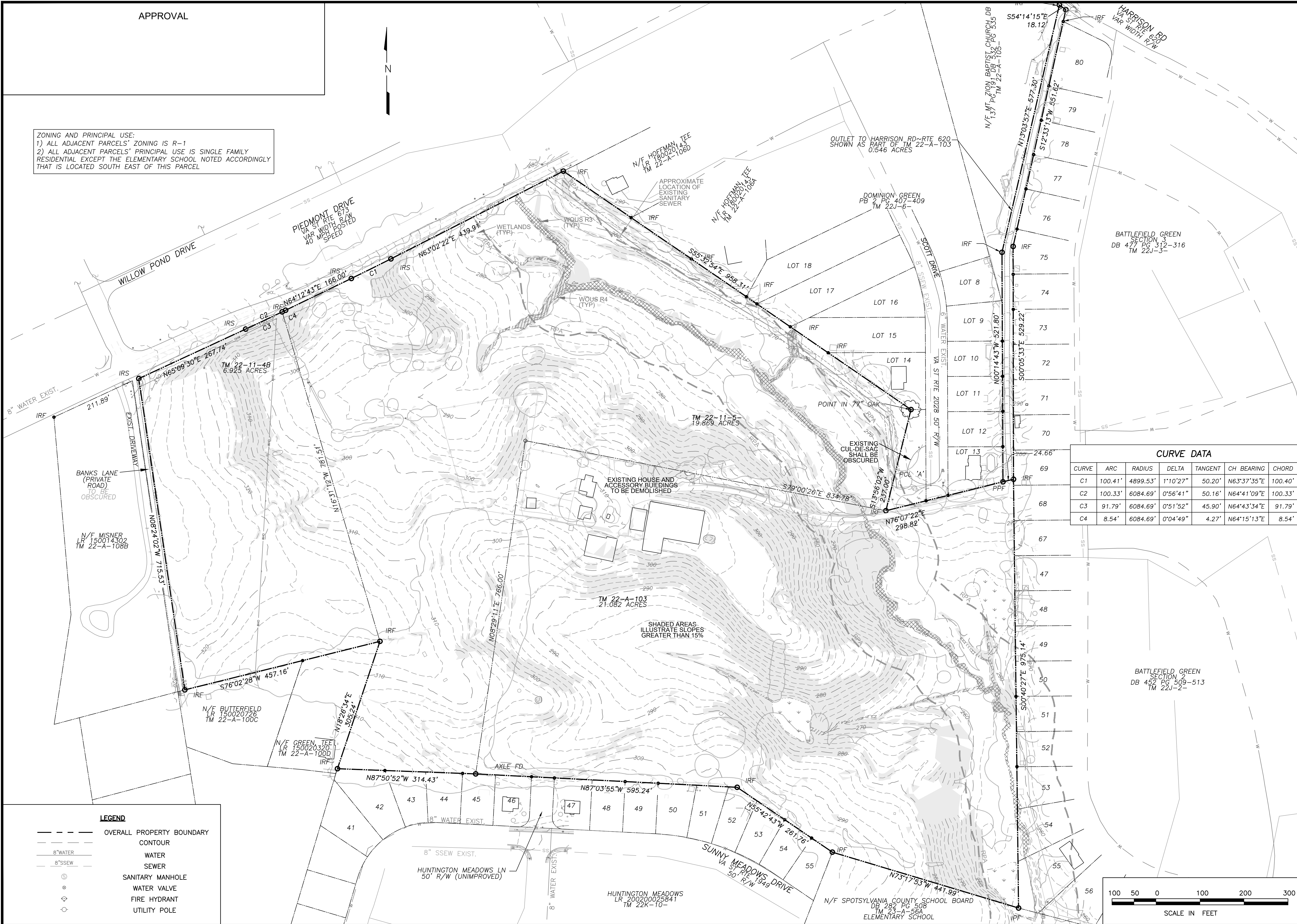
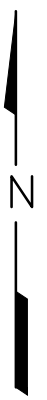
REVISIONS: 10-19-20
03-16-20 12-17-20
04-01-20 01-06-21
06-17-20 02-08-21
08-28-20 05-17-21

DOCUMENT NO.
470-1008

SHEET
1 OF 4

APPROVAL

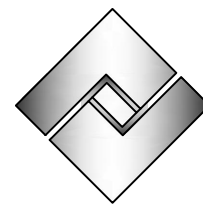
ZONING AND PRINCIPAL USE:
1) ALL ADJACENT PARCELS' ZONING IS R-1
2) ALL ADJACENT PARCELS' PRINCIPAL USE IS SINGLE FAMILY
RESIDENTIAL EXCEPT THE ELEMENTARY SCHOOL NOTED ACCORDINGLY
THAT IS LOCATED SOUTH EAST OF THIS PARCEL



CURVE DATA						
CURVE	ARC	RADIUS	DELTA	TANGENT	CH BEARING	CHORD
C1	100.41'	4899.53'	1°10'27"	50.20'	N63°37'35"E	100.40'
C2	100.33'	6084.69'	0°56'41"	50.16'	N64°41'09"E	100.33'
C3	91.79'	6084.69'	0°51'52"	45.90'	N64°43'34"E	91.79'
C4	8.54'	6084.69'	0°04'49"	4.27'	N64°15'13"E	8.54'

LEGEND

- OVERALL PROPERTY BOUNDARY
- - - CONTOUR
- 8" WATER
- 8" SSEW
- SANITARY MANHOLE
- ⊙ WATER VALVE
- ⊕ FIRE HYDRANT
- UTILITY POLE



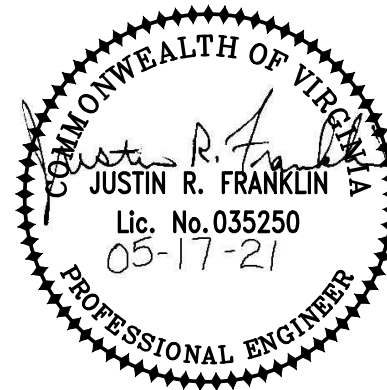
Fairbanks &
Franklin

Civil Engineering
Land Planning

1005 Mahone Street
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(540) 899-3700

EXISTING CONDITIONS

SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA

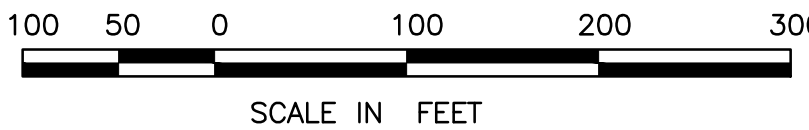


DATE : 02-18-20
DESIGNED: JRF
DRAWN : JRF
CHECKED: JDF

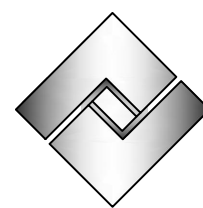
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DOCUMENT NO.
470-1008

SHEET
2 OF **4**



APPROVAL



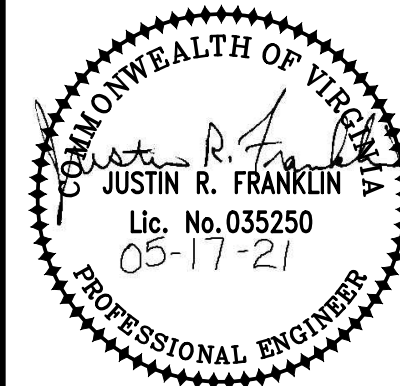
Fairbanks &
Franklin

Civil Engineering
Land Planning

1005 Mahone Street
Fredericksburg, VA 22401
(540) 899-3700

GENERALIZED DEVELOPMENT PLAN

SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA



DATE : 02-18-20
DESIGNED : JRF
DRAWN : JRF
CHECKED : JDF

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DOCUMENT NO.
470-1008

SHEET
3 OF **4**

ZONING AND PRINCIPAL USE:
1) ALL ADJACENT PARCELS' ZONING IS R-1
2) ALL ADJACENT PARCELS' PRINCIPAL USE IS SINGLE FAMILY
RESIDENTIAL EXCEPT THE ELEMENTARY SCHOOL NOTED ACCORDINGLY
THAT IS LOCATED SOUTH EAST OF THIS PARCEL

THE STREET BUFFER ALONG
PIEDMONT DRIVE WILL COMPLY WITH
ARTICLE 6 OF THE DESIGN
STANDARDS MANUAL

PROPOSED 10' PAVED TRAIL ALONG
PIEDMONT DRIVE. TRAIL WILL BE
MAINTAINED BY THE HOA AND BE WITHIN
A PUBLIC ACCESS EASEMENT.
REFLECTIVE BARRICADE IN
ACCORDANCE WITH DSM (PLATE 5-22)
SHALL BE INSTALLED AT END OF TRAIL

BOLLARDS SHALL BE
INSTALLED ON BOTH SIDES OF
TRAIL TO PREVENT
AUTOMOBILE AND ATV
ACCESS

BATTLEFIELD GREEN
SECTION 3
DB 477 PG 312-316
TM 22J-3-

PROPOSED 10' WIDE PAVED
TRAIL. TRAIL AND TRAIL
CORRIDOR SHALL BE
DEDICATED TO
SPOTSYLVANIA COUNTY FOR
PUBLIC USE. TRAIL FOLLOWS
EXISTING DRIVEWAY AND
BETWEEN EXISTING LOT 13
AND PROPOSED LOT 100

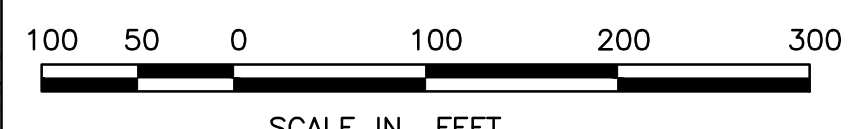
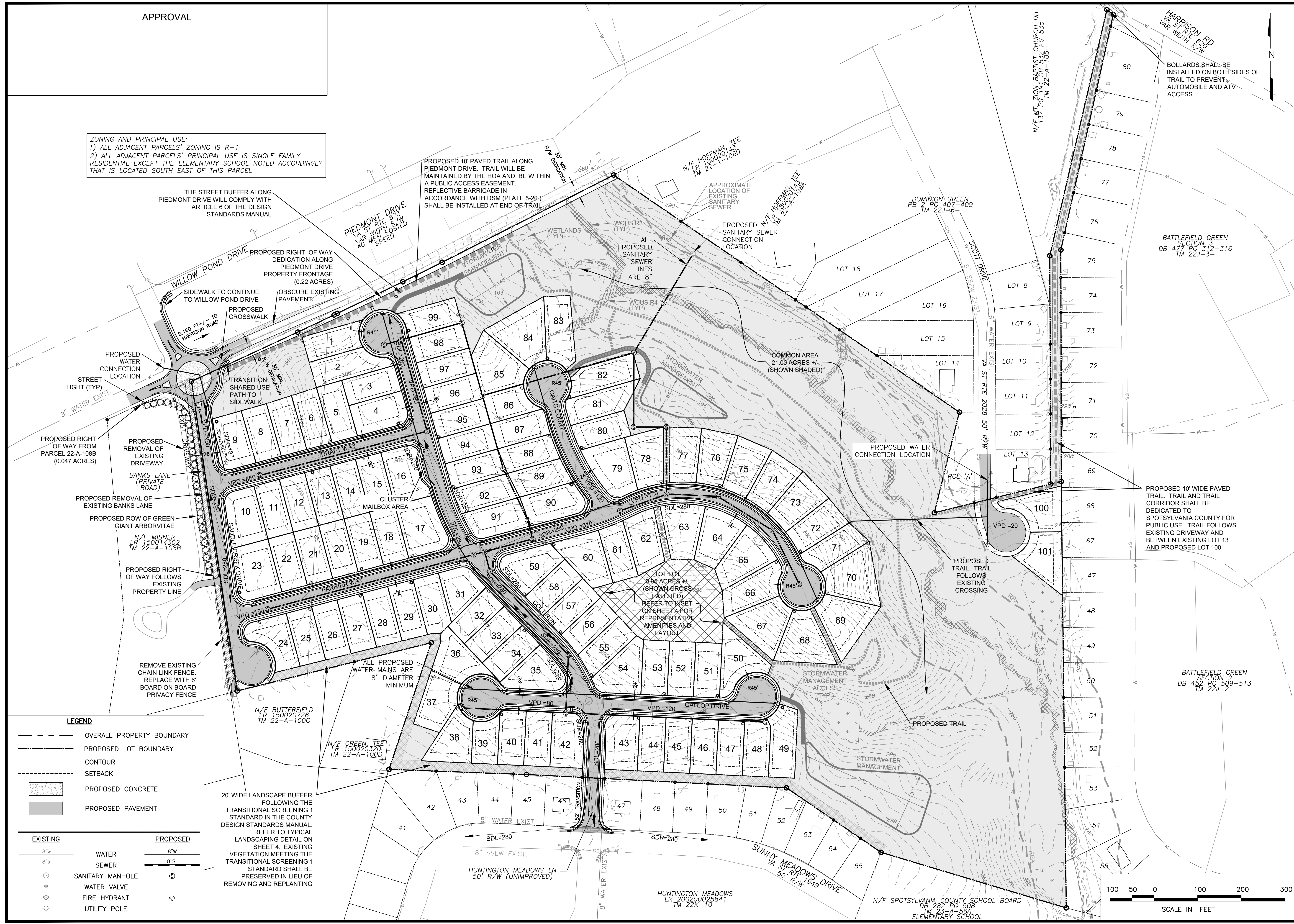
BATTLEFIELD GREEN
SECTION 2
DB 452 PG 509-513
TM 22J-2-

LEGEND

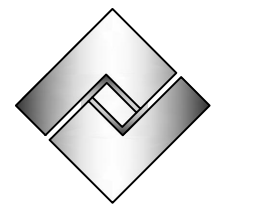
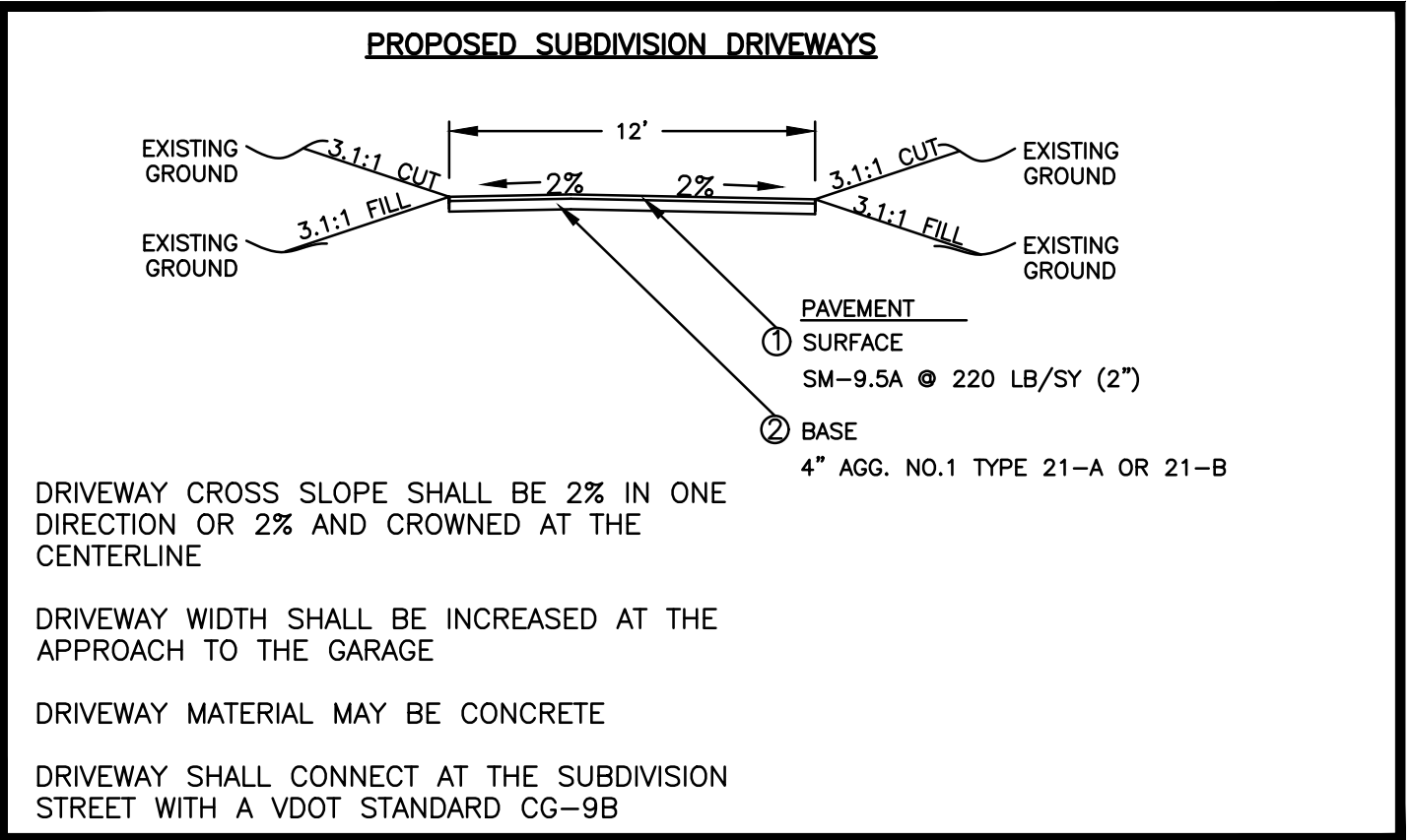
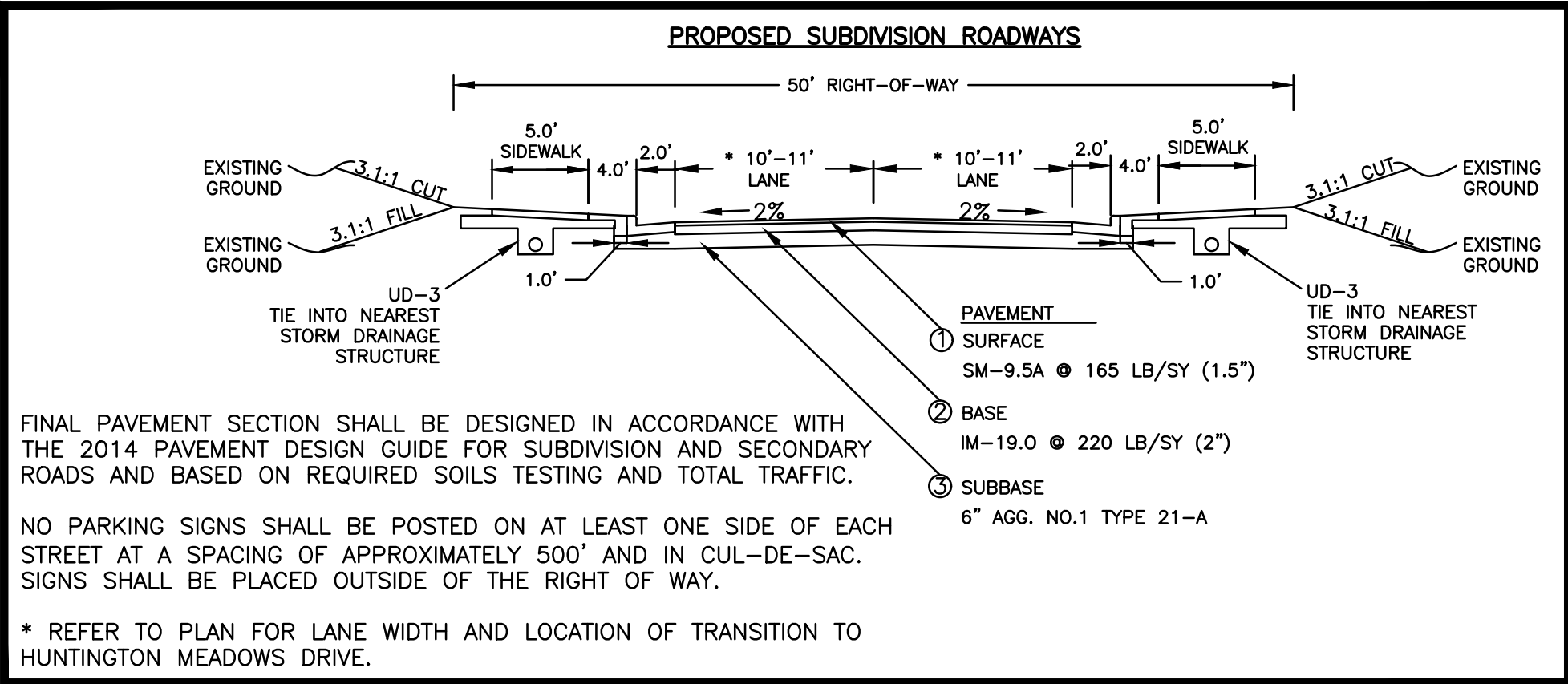
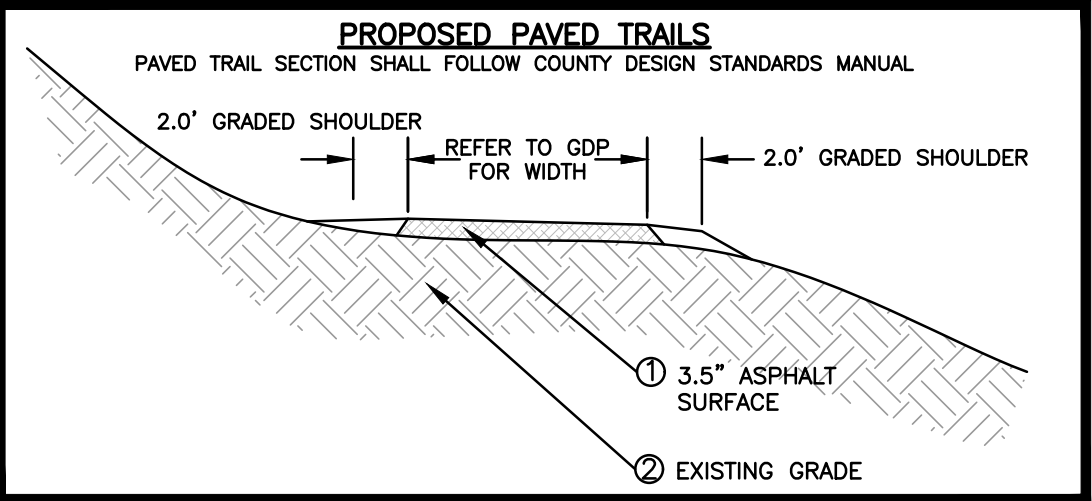
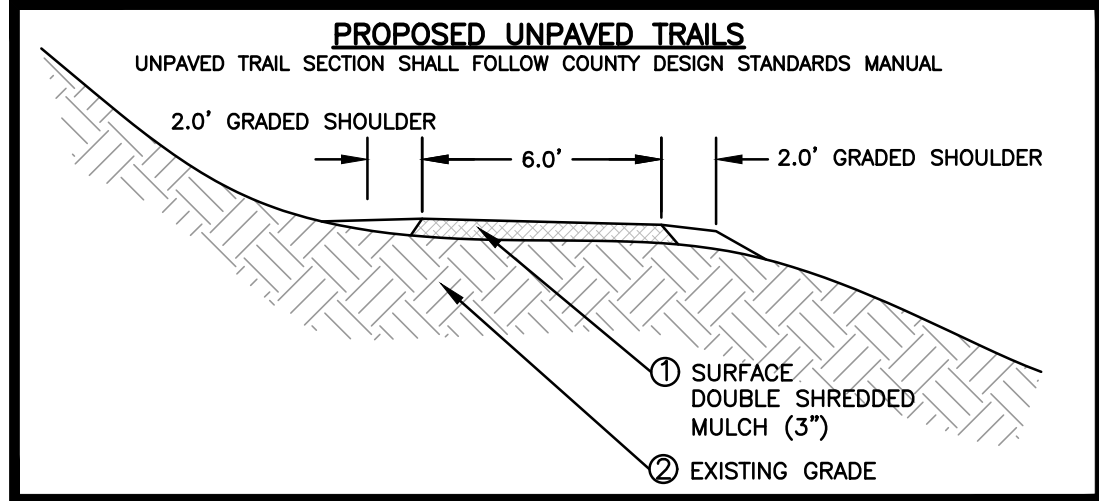
- OVERALL PROPERTY BOUNDARY
- PROPOSED LOT BOUNDARY
- CONTOUR
- SETBACK
- PROPOSED CONCRETE
- PROPOSED PAVEMENT

EXISTING	PROPOSED
8" W	8" W
8" S	8" S
WATER	WATER
SEWER	SEWER
SANITARY MANHOLE	SANITARY MANHOLE
WATER VALVE	WATER VALVE
FIRE HYDRANT	FIRE HYDRANT
UTILITY POLE	UTILITY POLE

20' WIDE LANDSCAPE BUFFER
FOLLOWING THE
TRANSITIONAL SCREENING 1
STANDARD IN THE COUNTY
DESIGN STANDARDS MANUAL.
REFER TO TYPICAL
LANDSCAPING DETAIL ON
SHEET 4. EXISTING
VEGETATION MEETING THE
TRANSITIONAL SCREENING 1
STANDARD SHALL BE
PRESERVED IN LIEU OF
REMOVING AND REPLANTING



APPROVAL

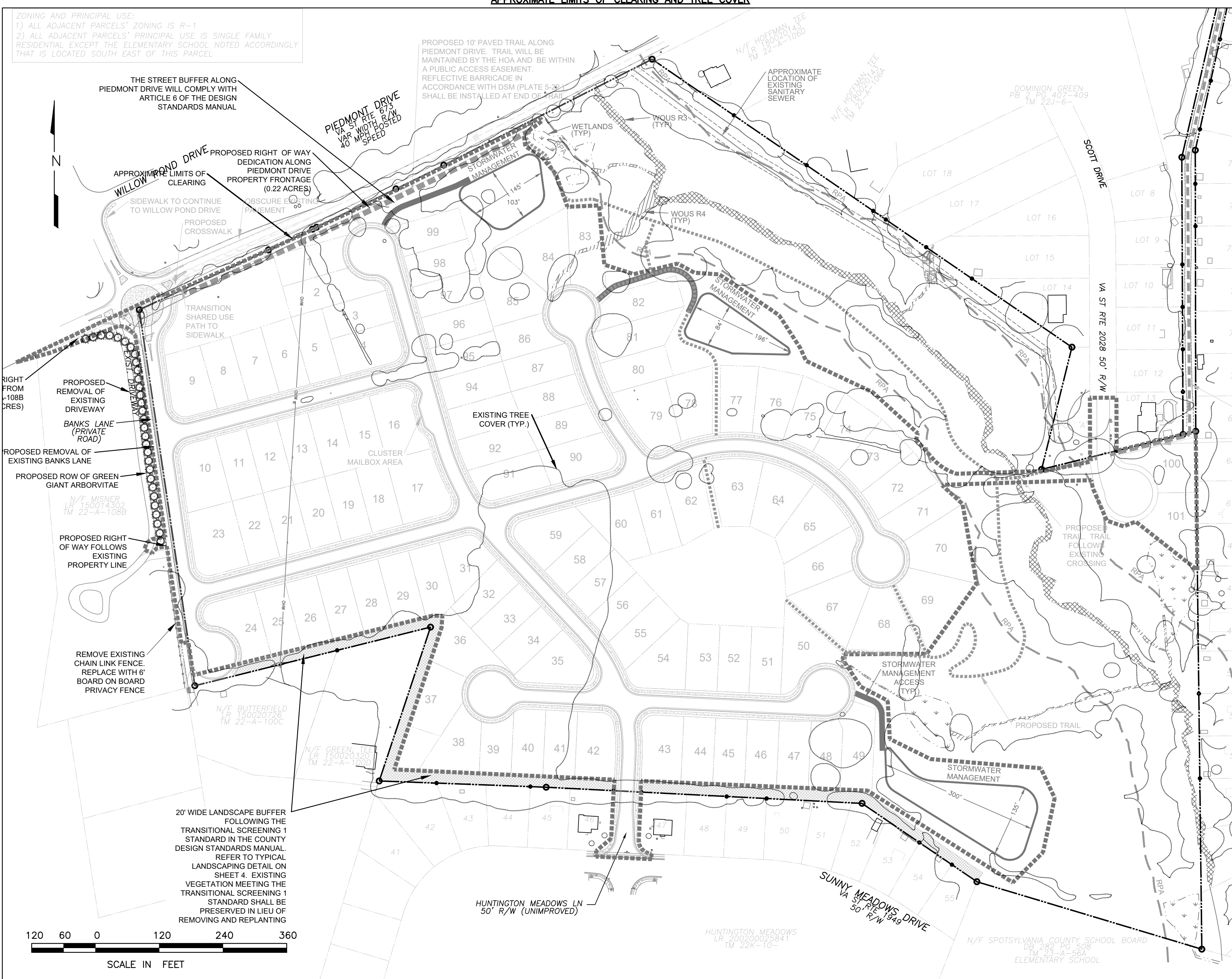
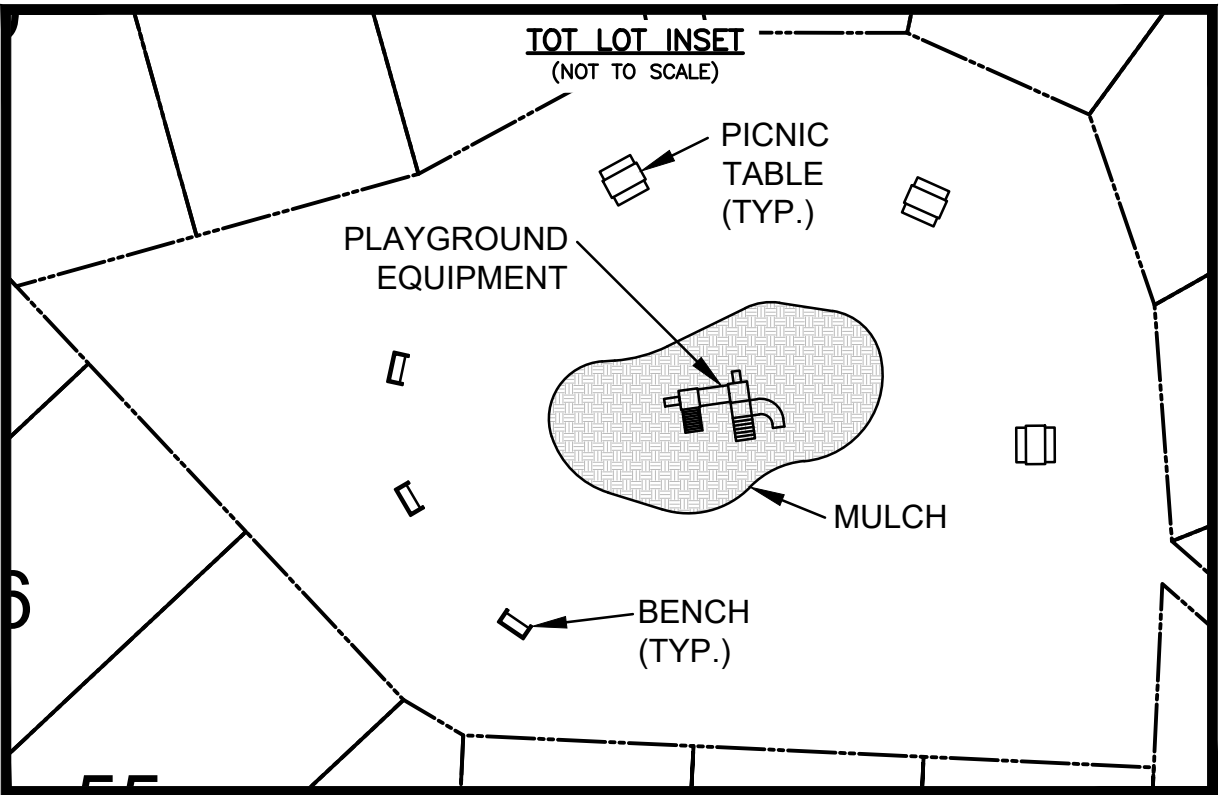
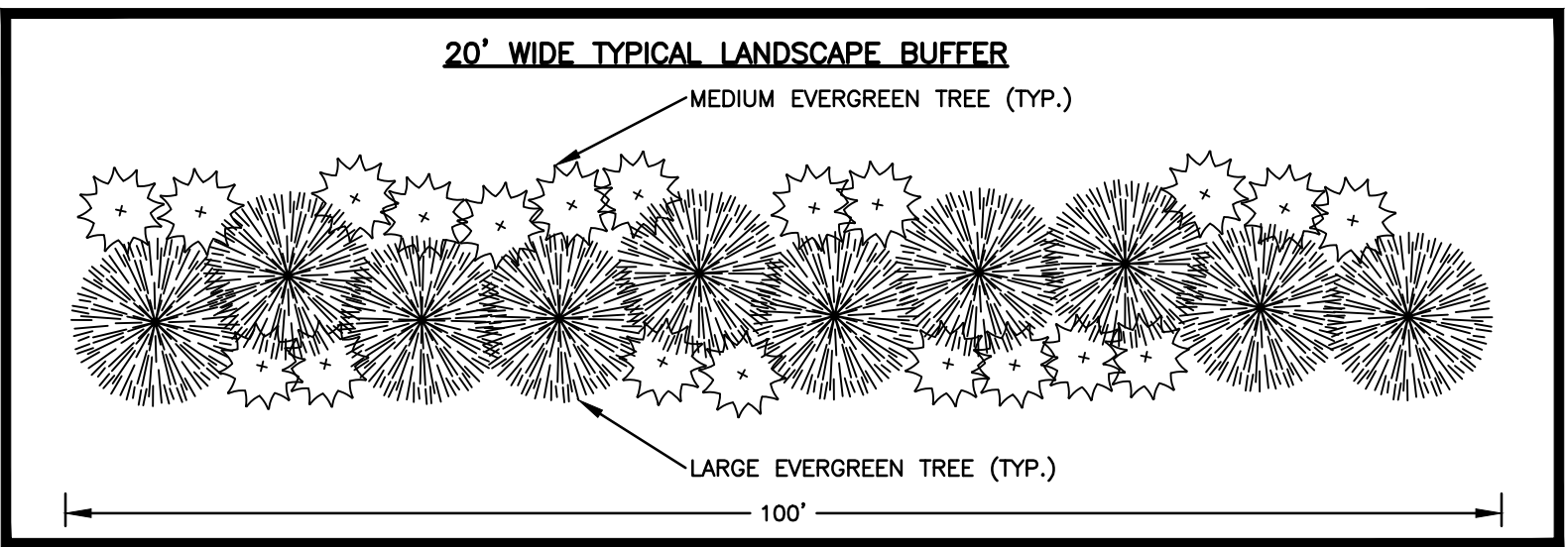
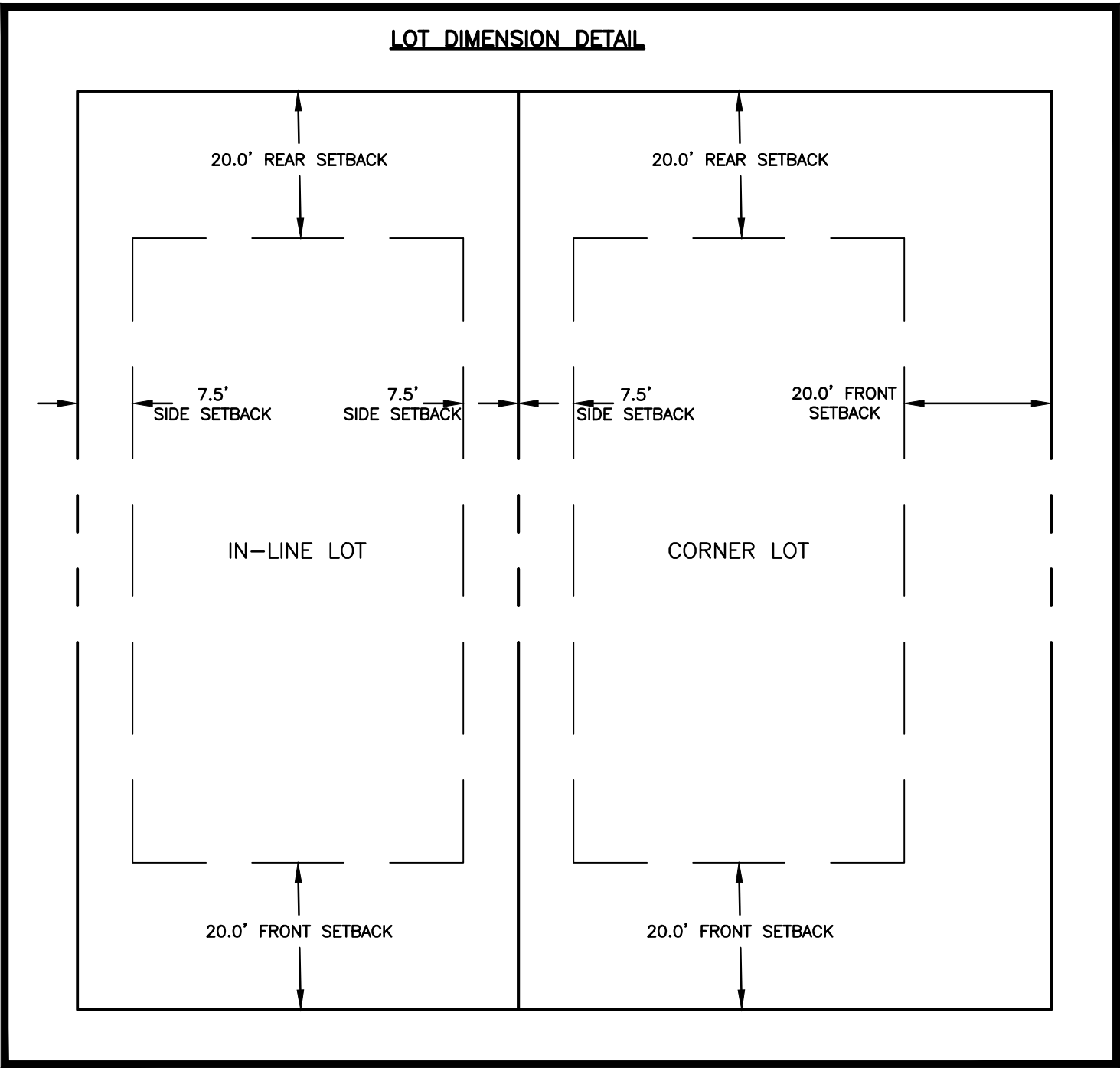


Fairbanks & Franklin

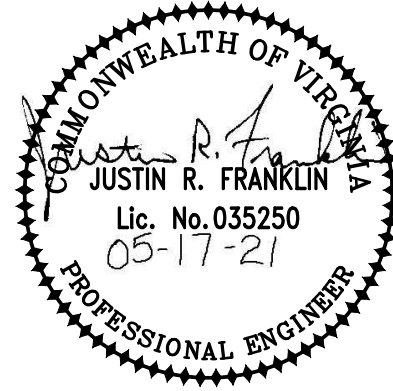
Civil Engineering
Land Planning

1005 Mahone Street
Fredericksburg, VA 22401
(540) 899-3700

DETAILS



SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA



DATE : 02-18-20
DESIGNED: JRF
DRAWN : JRF
CHECKED : JDF

REVISIONS: 10-19-20
03-16-20 12-17-20
04-01-20 01-06-21
06-17-20 02-08-21
08-28-20 05-17-21

DOCUMENT NO.
470-1008

4 SHEET
OF 4

EXHIBIT B

“Proffers”

VOLUNTARY PROFFER STATEMENT

Applicant: Rappahannock Development Group, LLC (“Applicant”)
1016 Charles Street, Fredericksburg, VA 22401

Owners: Linda C. Curtis and Leigh Ann Curtis-Chapman (“Owners”)
6020 Harrison Road, Fredericksburg, VA 22407

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: “Saddle Creek” (the “Project”)

Property: Spotsylvania County Tax Parcels 22-A-103 (6020 Harrison Road), 22-11-4B (11501 Piedmont Drive), and 22-11-5 (11513 Piedmont Drive), consisting of approximately 48.42 acres (collectively, the “Property”)

Date: May 28, 2021

GDP: “Saddle Creek Generalized Development Plan for Rezoning 22-11-4B, 22-11-5 & 22-A-103, 11513 Piedmont Drive, Salem Voting District, Spotsylvania County, Virginia,” prepared by Fairbanks & Franklin, dated February 18, 2020, last revised May 17, 2021, attached hereto as Exhibit A (the “GDP”)

Rezoning Request: From R-1 to PDH-3

Rezoning File No.: R20-0008

I. General Information.

The Applicant and Owners, and 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 below proffered conditions (“Proffers”) pursuant to Sections 15.2-2303 and 15.2-2303.4, et al. of the Code of Virginia (1950, as amended), and Section 23-4.6.3, et al. of the Zoning Ordinance of Spotsylvania County (1995, as amended). The Proffers are the only conditions offered in this rezoning application. The Proffers will be effective only upon Spotsylvania County’s (“County”) full and final approval of rezoning application R20-0008 submitted to reclassify the Property from R-1 to PDH-3 to allow for the development of 101 residential single-family detached units. Any prior proffers (whether of record or not) affecting the Property are hereby superseded by the Proffers, and are therefore void and of no further force and effect upon said approval.

II. Land Use.

- A. **General Development.** The Property will be developed in conformance with the GDP, which is incorporated herein by this reference. 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, amenities, waste facilities, parking areas, 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, DHR, VDOT, DEQ, DCR, Army Corps., etc., and the County's Zoning Ordinance, Subdivision Ordinance, and Design Standards Manual. Notwithstanding the foregoing, any material adjustments to the GDP shall be subject to the approval of the County's Zoning Administrator, and in no event shall approved adjustments to the GDP relieve the Applicant and Owners from providing any of the Proffers.
- B. **Use.** The Property shall be developed solely for no more than one hundred and one (101) 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-3 district, except for any home occupation and accessory use authorized under said district.

III. Transportation.

- A. For purposes of satisfying the requirements of the following Section III.B:
- (i) The Project will not be constructed without the necessary dedication of the offsite right-of-way area as shown and depicted on the GDP as "Proposed Right of Way from Parcel 22-A-108B (0.047 acres)" to the County in a legal form and legal title acceptable to VDOT to enable the applicant's construction of the Piedmont Drive/Saddle Creek Intersection Improvements as shown on the GDP. The dedication of the Proposed Right of Way from Parcel 22-A-108B (0.047 acres) shall be a condition of site plan approval in addition to a condition of any condemnation as set out in the Agreement, as defined herein.
 - (ii) The Project will not be constructed nor will any site plan be approved without the condemnation of the Proposed Condemnation Area as shown on the attached **Exhibit B**, dated May 17, 2021 ("Proposed Condemnation Area"), for purposes of allowing the completion of the Piedmont Drive/Saddle Creek Intersection Improvements (as defined herein) and dedicating it to VDOT's Secondary Highway System. The County is under no obligation to approve the condemnation.
 - (iii) Subject to the approval of this rezoning application R20-0008, the agreement (Agreement) attached hereto as **Exhibit D**, and fully incorporated by reference into these Proffers, must be

executed in substantially the same form, as determined by the Zoning Administrator, by the Applicant and Owners within 45 days of the date of the rezoning as a condition of construction of the Project and site plan approval.

B. Subject to the dedication of the offsite right-of-way referenced in Section III.A.(i) as well as successful condemnation of the Proposed Condemnation Area, and subject to the final review and approvals from both the Virginia Department of Transportation (“VDOT”) and the County, the following in-kind transportation improvements shall be provided all as shown more particularly on Sheet 3 of 4 of the GDP (collectively known as the “Piedmont Drive/Saddle Creek Intersection Improvements”):

- (i) fulfillment all applicable County and VDOT development standards as a condition of site plan approval
- (ii) construction of a round-about at the intersections of Piedmont Drive, Saddle Creek Drive and Chancellor Park Drive (the “Round About”) and dedicate it to VDOT for acceptance into the Commonwealth’s Secondary Highway System; and
- (iii) installation of a pedestrian crosswalk across Piedmont Drive;
- (iv) installation of a 10-foot, paved, multi-use trail located on the south side of Piedmont Drive;
- (v) extension of the sidewalk on the east side of Chancellor Park Drive from the Round About to Willow Pond Drive;
- (vi) dedication of right-of-way area along Piedmont Drive of approximately .22 acres in total; and
- (vii) installation and construction of all improvements along Saddle Creek Drive, as shown on Sheet 3 of 4 of the GDP.

All of the aforesaid improvements under this Section III B. shall be completed and satisfied prior to the County’s issuance of a certificate of occupancy permit (whether temporary or final) for this first Unit.

IV. Cash Proffers.

A. For purposes of this Section IV, the following cash proffers will be paid to mitigate the Project’s impacts. For the purpose of calculating the total cash proffers, the number of Units has been reduced from 101 to 69 to reflect the 32 by-right Units that could be developed under the existing R-1 zoning. Cash

proffers provided below are applicable to all Units and will be paid on a per Unit basis of \$1,371.60 x 101 Units for a total of \$138,531.60:

CASH AND IN-KIND PROFFERS					
	SF Detached	SF Attached	Multi-Family	Age-Restricted	TOTAL
Per Unit Cash Proffer	\$ 1,371.60 x 101	N/A	N/A	N/A	\$138,531.60
TOTAL	\$138,531.47	\$0.00	\$0	\$0	\$138,531.60
LUMP SUM AND IN-KIND CONTRIBUTIONS					
PUBLIC FACILITY CATEGORY					TOTAL VALUE
Schools	\$1,287.13 in cash per Unit to Schools				\$130,000.13
Public Safety	\$84.47 cash per Unit to Public Safety				\$8,531.47
Transportation	\$0.00 cash per Unit to Transportation				\$0.00
Parks & Rec.	\$0.00 cash per Unit to Parks & Rec.				\$0.00
TOTAL CASH & IN KIND PROFFER VALUE					\$138,531.60

PROFFERED PHASING AND TIMING	
Phase or Contribution/Dedication	Timing
<i>Cash Contributions to Public Schools</i>	After the final inspection and before the County's approval of a certificate of occupancy permit (whether temporary or final) for each Unit.
<i>Cash Contributions to Public Safety</i>	After the final inspection and before the County's approval of a certificate of occupancy permit (whether temporary or final) for each Unit.

- B. Escalation Clause. Commencing five (5) years after the approval of this rezoning application, the cash proffers 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.

V. Additional Proffers.

- A. A 5-foot-wide, low-impact, shredded mulch trail connecting Scott Drive to Piedmont Drive and Farrier Way will be constructed and installed within the Property, as shown on the GDP, prior to the issuance of the certificate of occupancy permit (whether temporary or final) for the fiftieth (50th) Unit.
- B. A 20-foot-wide landscaping buffer along the common property boundary with the Huntington Meadows subdivision, and Tax Map Parcels 22-A-108B, 22-A-100C, and 22-A-100D (the “Adjoining Parcels”) will be constructed and installed, as shown on the GDP, prior to starting construction of any Units on lots abutting the Adjoining Parcels.
- C. The minimum lot size for each Unit will be 6,000 square feet.
- D. A tot lot consisting at a minimum of playground equipment and benches will be constructed and installed within the crosshatch area as shown on the GDP, prior to the issuance of the certificate of occupancy permit (whether temporary or final) for the seventy-fifth (75th) Unit. The tot lot equipment and area are as generally depicted on the GDP and attached **Exhibit C.**
- E. The Applicant and Owners agree to dedicate to the County that certain trail generally described as “Proposed Trail,” which is depicted on the attached GDP. This dedication shall occur prior to the County’s issuance of a certificate of occupancy permit (whether temporary or final) for the fiftieth (50th) Unit.
- F. The Applicant agrees to pay an aggregate sum of \$56,024.04 towards the VDOT Safe Routes to School Program for sidewalks along Chancellor Park Drive. This cash proffer will be paid after the final inspection and prior to the issuance of the certificate of occupancy (whether temporary or final) for the (30th) Unit.
- G. The Applicant and Owner agree to pay the sum of \$200,000.00 towards future transportation improvements at the intersection of Harrison and Salem Church and Leavells Roads, which cash proffer will be paid after the final inspection and prior to the issuance of the certificate of occupancy (whether temporary or final) for the thirtieth (30th) Unit.
- H. The Applicant agrees to construct a paved 10’ wide multi-use trail between Harrison Road and Scott drive prior to the issuance of the certificate of occupancy permit (whether temporary or final) for the seventy-fifth (75th) Unit, and dedicate the driveway land to Spotsylvania County.

[AUTHORIZED SIGNATURES TO FOLLOW]

The Applicant and Owners make these Proffers voluntarily, in support of their rezoning application and by our signatures deem them reasonable and appropriate as set out in Virginia Code Section 15.2-2303.4 A.D.1.

WITNESS the following signatures:

APPLICANT:

**Rappahannock Development Group, LLC, a
Virginia limited liability company**

By: _____

Sean J. Haynes, Manager

Date: _____

5/28/21

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Fredericksburg

The foregoing was subscribed, sworn to and acknowledged before me this 28 day of May, 2021, by Sean J. Haynes, Manager of Rappahannock Development Group, LLC, a Virginia limited liability company.

Notary Public

Print Name: Nicole Scott
My Commission Expires: 8/31/22
Registration No. 7588739
[SEAL]



OWNER:

By: Linda C. Curtis

Linda C. Curtis

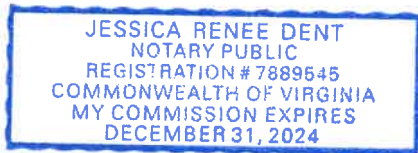
Date: June 7, 2021

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Spotsylvania

The foregoing was subscribed, sworn to and acknowledged before me this 7 day of June, 2021, by Linda C. Curtis, as Owner of Spotsylvania County Tax Parcels 22-A-103, 22-11-5, and 22-11-B4.

Jessica Renee Dent
Notary Public

Print Name: Jessica Dent
My Commission Expires: December 31, 2024
Registration No. 7889545
[SEAL]



OWNER:

By: Leigh Ann Curtis-Chapman
Leigh Ann Curtis-Chapman

Date: June 7, 2021

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Spotsylvania

The foregoing was subscribed, sworn to and acknowledged before me this 7 day of June, 2021, by Leigh Ann Curtis-Chapman as Owner of Spotsylvania County Tax Parcels 22-A-103, 22-11-5, and 22-11-B4.

Jessica Renee Dent
Notary Public

Print Name: Jessica Renee Dent
My Commission Expires: Dec. 31 2024
Registration No. 7889545
[SEAL]

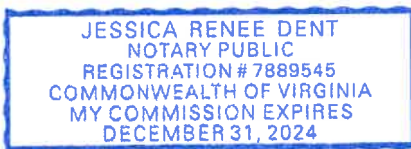


EXHIBIT A

Generalized Development Plan

SADDLE CREEK

GENERALIZED DEVELOPMENT PLAN FOR REZONING

22-11-4B, 22-11-5, & 22-A-103

11513 PIEDMONT DRIVE

SALEM VOTING DISTRICT

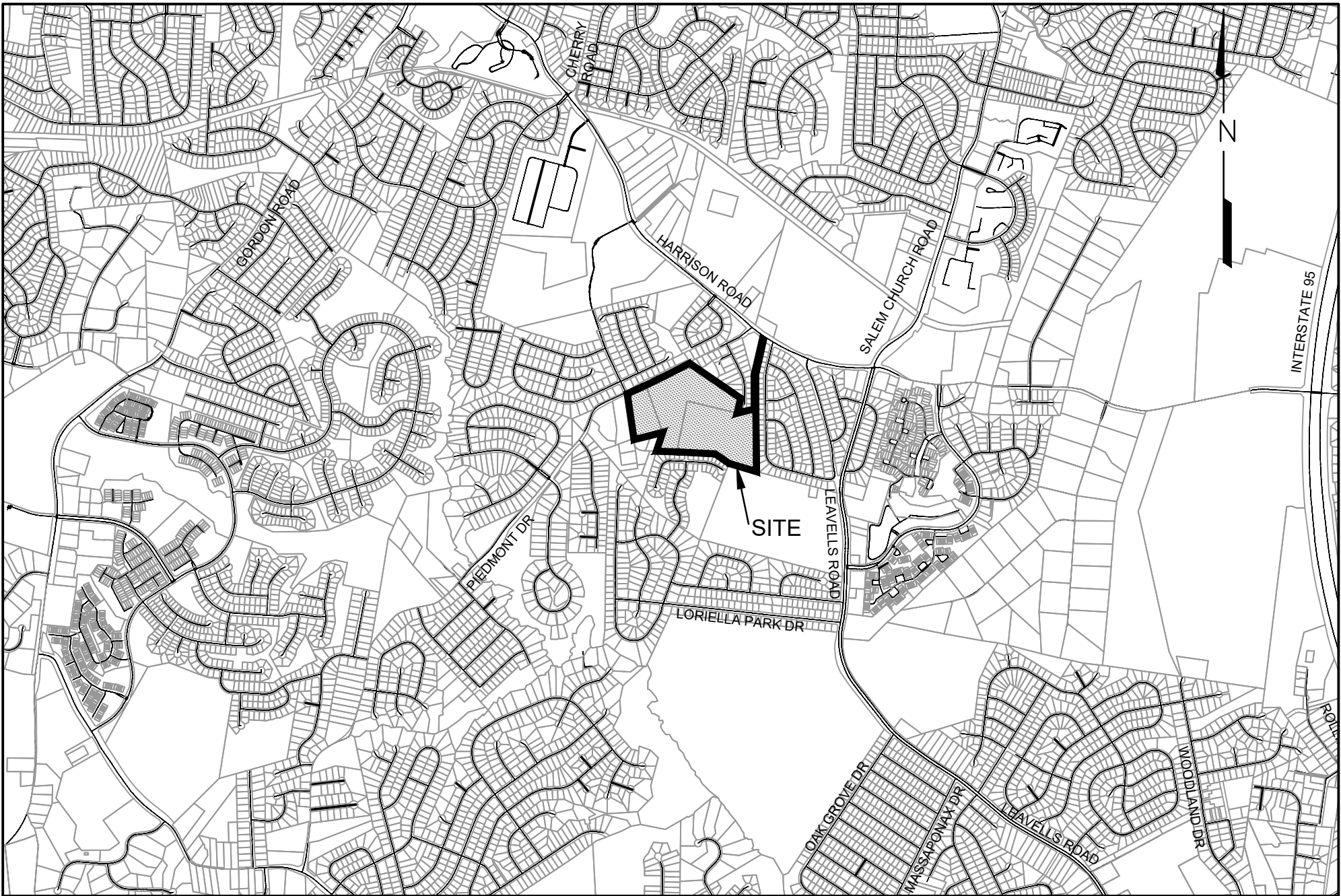
SPOTSYLVANIA COUNTY, VIRGINIA

SHEET INDEX

SHEET	TITLE
SHEET 1	COVER SHEET
SHEET 2	EXISTING CONDITIONS
SHEET 3	GENERALIZED DEVELOPMENT PLAN
SHEET 4	DETAILS

NOTES:

- SOURCE OF MAPPING:
TOPOGRAPHIC–AERIAL MAPPING PROVIDED BY MCKENZIE SNYDER WITH SUPPLEMENTAL INFORMATION TAKEN FROM SPOTSYLVANIA COUNTY GIS
BOUNDARY–BOUNDARY SURVEY PREPARED BY FAIRBANKS & FRANKLIN IN FEBRUARY 2020.
EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED DURING CONSTRUCTION IN ACCORDANCE WITH THE VA. EROSION AND SEDIMENT CONTROL HANDBOOK.
- WETLANDS AND STREAM CHANNELS SHOWN ON THIS PLAN WERE DELINEATED BY TNT ENVIRONMENTAL.
- THERE ARE NO KNOWN DAM BREAK INUNDATION ZONES WITHIN THE LIMITS OF THE SITE.
- THERE ARE NO KNOWN HISTORIC BUILDINGS, ARCHAEOLOGICAL FEATURES, OR HISTORIC DISTRICTS ON SITE.
- THERE ARE NO KNOWN PLACES OF BURIAL ON SITE.
- LANDSCAPING AND SCREENING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 23–5.5 OF THE SPOTSYLVANIA COUNTY CODE, ARTICLE 6 OF THE SPOTSYLVANIA COUNTY DESIGN STANDARDS MANUAL.
- ALL PARCEL LINES, PARCEL SIZES, BUILDING ENVELOPES, BUILDING 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 THE APPLICANT TO ADDRESS FINAL DEVELOPMENT, ENGINEERING AND DESIGN REGULATIONS, FULFILL COMPLIANCE WITH STATE AND FEDERAL AGENCY AND COMPLIANCE WITH THE REQUIREMENTS OF THE COUNTY'S DEVELOPMENT REGULATIONS. NOTWITHSTANDING THE FOREGOING, ANY SAID ADJUSTMENTS TO THE GDP SHALL BE SUBJECT TO THE APPROVAL OF THE COUNTY'S ZONING ADMINISTRATOR, AND IN NO EVENT SHALL APPROVED ADJUSTMENTS TO THE GDP RELIEVE THE APPLICANT FROM PROVIDING ANY OF THE PROFFERS.
- STORMWATER MANAGEMENT WILL BE ACHIEVED THROUGH THE USE OF BEST MANAGEMENT PRACTICES LOCATED REGIONALLY AT DRAINAGE OUTFALLS. ALL OUTFALL LOCATIONS WILL BE ANALYZED TO ENSURE THE RECEIVING CHANNELS ARE ADEQUATE AND THAT THE UPSTREAM STORMWATER MANAGEMENT FACILITIES DETAIN THE PEAK POST DEVELOPMENT RUNOFF IN ACCORDANCE WITH APPLICABLE STATE AND COUNTY REQUIREMENTS. AS SHOWN ON THIS GDP, THE APPROXIMATE IMPERVIOUS COVER IS 12 ACRES, THE APPROXIMATE OPEN SPACE IS 22 ACRES, AND THE REMAINING AREA OF APPROXIMATELY 14 ACRES IS MANAGED TURF. THIS DEVELOPMENT WILL REQUIRE A REDUCTION OF TP OF APPROXIMATELY 14.5 LBS. THIS REDUCTION WILL BE ACHIEVED IN THE REGIONAL FACILITIES.
- ALL REFUSE MUST BE DISPOSED OF AT COUNTY APPROVED DISPOSAL SITES. SOLID WASTE GENERATED BY EACH SINGLE FAMILY ATTACHED AND SINGLE FAMILY DETACHED LOT WILL BE STORED ON THAT RESPECTIVE LOT IN A CONTAINER. A PRIVATE REFUSE COLLECTION SERVICE WILL COLLECT AND TRANSPORT THE SOLID WASTE TO A COUNTY APPROVED DISPOSAL/COLLECTION SITE.
- BASED UPON GRAPHIC PLOTTING ONLY, THE PROPERTY IS LOCATED WITHIN ZONE X, "AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOODPLAIN", AS PER FLOOD INSURANCE RATE MAP FOR SPOTSYLVANIA COUNTY, VIRGINIA, COMMUNITY PANEL NUMBER 5103080075C EFFECTIVE FEBRUARY 18, 1998.
- THE HOMEOWNER'S ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL COMMON LAND AND FACILITIES WITHIN THE DEVELOPMENT.
- ALL PROPOSED SUBDIVISION STREETS SHOWN ON THE PLAN ARE PUBLIC. THE SUBDIVISION STREETS WILL CONNECT TO PIEDMONT DRIVE AND SUNNY MEADOWS DRIVE, BOTH OF WHICH ARE WITHIN PUBLIC RIGHTS OF WAY AND MAINTAINED BY VDOT.
- ALL LOTS SHALL HAVE DRIVEWAY CONNECTIONS TO THE INTERNAL SUBDIVISION STREETS ONLY. NO LOTS SHALL HAVE DIRECT ACCESS TO PIEDMONT DRIVE.
- EASEMENTS MAY EXIST THAT ARE NOT SHOWN HEREON.
- ALL LIGHTING SHALL COMPLY WITH SPOTSYLVANIA COUNTY STANDARDS.
- THIS DEVELOPMENT SHALL COMPLY WITH ALL SPOTSYLVANIA COUNTY CODE REQUIREMENTS.
- ALL APPLICABLE ENVIRONMENTAL PERMITS SHALL BE OBTAINED AS REQUIRED FOR SITE PLAN APPROVAL.



VICINITY MAP
SCALE 1"=2000'
SCALE IN FEET (1 INCH=2,000 FEET)

PROPERTY OWNER	APPLICANT	ENGINEER
TM 22-11-4B, TM 22-11-5, & 22-A-103 LINDA C CURTIS OR LEIGH ANN CURTIS-CHAPMAN 6020 HARRISON ROAD FREDERICKSBURG, VA 22407	RAPPAHANNOCK DEVELOPMENT GROUP 1016 CHARLES STREET FREDERICKSBURG, VA 22401 540-273-7498	FAIRBANKS & FRANKLIN 1005 MAHONE STREET FREDERICKSBURG, VIRGINIA 22401 540-899-3700

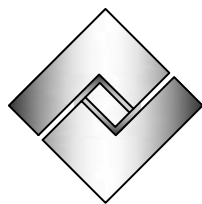
SITE INFORMATION:

TAX PARCELS:	22-11-4B, 22-11-5, & 22-A-103
ADDRESS:	11513 PIEDMONT DRIVE
PRESENT ZONING:	R-1 FOR LOT 22-A-103 PDH-3
PROPOSED ZONING:	SINGLE-FAMILY DETACHED RESIDENTIAL
PRESENT USE:	SINGLE-FAMILY DETACHED RESIDENTIAL
PROPOSED USE:	HIGHWAY CORRIDOR OVERLAY
OVERLAY DISTRICT(S):	48.42 AC
PROPERTY AREA:	6.57 AC
R/W DEDICATION:	19.87
TOTAL LOT AREA:	3 DU / AC (145 UNITS)
DENSITY ALLOWED:	2.09 DU / AC (101 UNITS)
DENSITY PROVIDED:	APPROXIMATELY 25.0% (12 AC / 48.42 AC)
IMPERVIOUS SURFACE RATIO:	APPROXIMATELY 33% (2,500 SF / 7,500 SF)
LOT COVERAGE RATIO:	30% (14.52 AC)
OPEN SPACE OUTSIDE OF LOTS REQUIRED:	45.39% (21.98 AC)
OPEN SPACE OUTSIDE OF LOTS PROVIDED:	12.99 AC
a. OPEN SPACE PROVIDED IN RPA, WETLANDS, STREAMS, AND SLOPES 15% OR STEEPER:	
b. OPEN SPACE PROVIDED OUTSIDE OF RPA, WETLANDS, STREAMS, AND SLOPES 15% OR STEEPER:	8.96 AC
DISTURBED ACREAGE:	APPROXIMATELY 32.0 AC
WATER:	PUBLIC WATER
SEWER:	PUBLIC SANITARY SEWER
PARKING REQUIRED:	2 SPACES/UNIT X 101 UNITS = 202 SPACES
PARKING PROVIDED:	202 SPACES
MAXIMUM BUILDING HEIGHT:	2 STORY (APPROX. 35 FT)
MINIMUM YARD REQUIREMENTS:	
FRONT:	20 FT
SIDE:	7.5 FT
REAR:	20 FT
ESTIMATED VEHICLE TRIPS:	REFER TO TRAFFIC STUDY PREPARED BY RAMEY KEMP

ZONING COMPARISON			
SINGLE FAMILY DETACHED	ZONING	R-1	PDH-3
	ALLOWED DENSITY	1 DU PER 2 ACRES (CONV. SUBD.)	3 DWELLING UNITS PER ACRE
	ALLOWED YIELD	1 DU PER 1.5 ACRES (CLUSTER SUBD.) 24 DU (CONV. SUBD.) 32 DU (CLUSTER SUBD.)	145 DU

ESTIMATED WATER AND SEWER USAGE	
WATER USAGE 30,300 GPD	SEWER USAGE 30,300 GPD

TOTAL ESTIMATED VEHICLE TRIP PER DAY(VPD)
ITE TRIP GENERATION MANUAL 10TH EDITION:
SINGLE–FAMILY DETACHED HOUSING – LAND USE CODE 210
101 HOME X 10 TRIPS PER UNIT = 1,010 VPD
NOTE: ACTUAL HIGHEST VPD/UNIT = 9.54. THIS WAS
ROUNDED UP TO 10 IN ACCORDANCE WITH VDOT
METHODOLOGY.



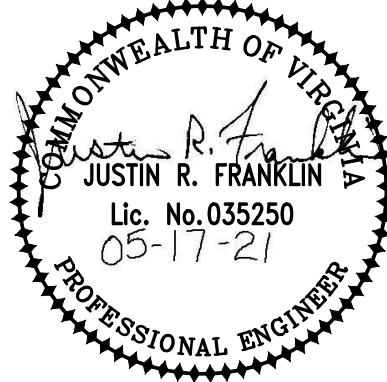
Fairbanks &
Franklin

Civil Engineering
Land Planning

1005 Mahone Street
Fredericksburg, VA 22401
(540) 899-3700

COVER SHEET

SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA



DATE : 02-18-20
DESIGNED: JRF
DRAWN : JRF
CHECKED : JDF

REVISIONS: 10-19-20
03-16-20 12-17-20
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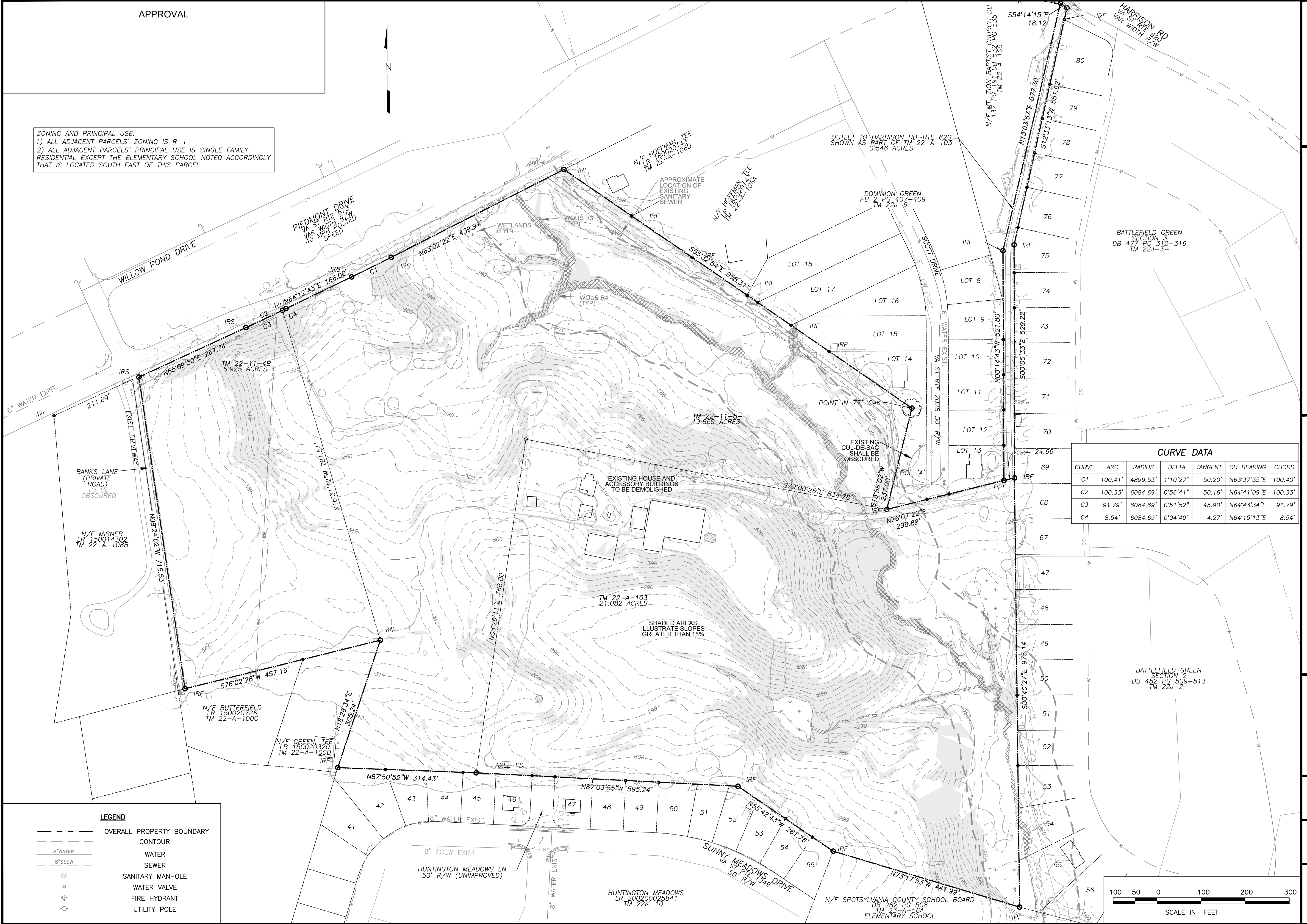
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470-1008

SHEET
1 OF 4

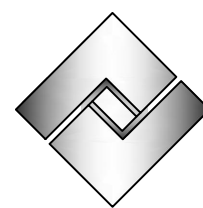
APPROVAL	
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ZONING AND PRINCIPAL USE:
1) ALL ADJACENT PARCELS' ZONING IS R-1
2) ALL ADJACENT PARCELS' PRINCIPAL USE IS SINGLE FAMILY
RESIDENTIAL EXCEPT THE ELEMENTARY SCHOOL NOTED ACCORDINGLY
THAT IS LOCATED SOUTH EAST OF THIS PARCEL

2 SHEET 4
OF



APPROVAL



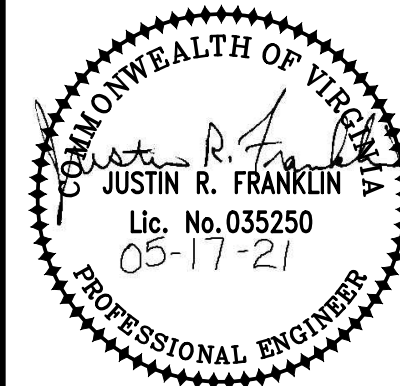
Fairbanks &
Franklin

Civil Engineering
Land Planning

1005 Mahone Street
Fredericksburg, VA 22401
(540) 899-3700

GENERALIZED DEVELOPMENT PLAN

SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA



DATE : 02-18-20
DESIGNED : JRF
DRAWN : JRF
CHECKED : JDF

REVISIONS: 10-19-20
03-16-20 12-17-20
04-01-20 01-06-21
06-17-20 02-08-21
08-28-20 05-17-21

DOCUMENT NO.
470-1008

SHEET
3 OF 4

ZONING AND PRINCIPAL USE:
1) ALL ADJACENT PARCELS' ZONING IS R-1
2) ALL ADJACENT PARCELS' PRINCIPAL USE IS SINGLE FAMILY
RESIDENTIAL EXCEPT THE ELEMENTARY SCHOOL NOTED ACCORDINGLY
THAT IS LOCATED SOUTH EAST OF THIS PARCEL

THE STREET BUFFER ALONG
PIEDMONT DRIVE WILL COMPLY WITH
ARTICLE 6 OF THE DESIGN
STANDARDS MANUAL

PROPOSED 10' PAVED TRAIL ALONG
PIEDMONT DRIVE. TRAIL WILL BE
MAINTAINED BY THE HOA AND BE WITHIN
A PUBLIC ACCESS EASEMENT.
REFLECTIVE BARRICADE IN
ACCORDANCE WITH DSM (PLATE 5-22)
SHALL BE INSTALLED AT END OF TRAIL

BOLLARDS SHALL BE
INSTALLED ON BOTH SIDES OF
TRAIL TO PREVENT
AUTOMOBILE AND ATV
ACCESS

BATTLEFIELD GREEN
SECTION 3
DB 477 PG 312-316
TM 22J-3-

PROPOSED 10' WIDE PAVED
TRAIL. TRAIL AND TRAIL
CORRIDOR SHALL BE
DEDICATED TO
SPOTSYLVANIA COUNTY FOR
PUBLIC USE. TRAIL FOLLOWS
EXISTING DRIVEWAY AND
BETWEEN EXISTING LOT 13
AND PROPOSED LOT 100

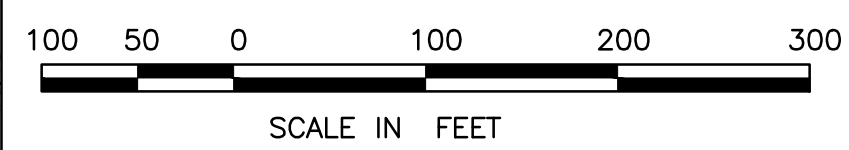
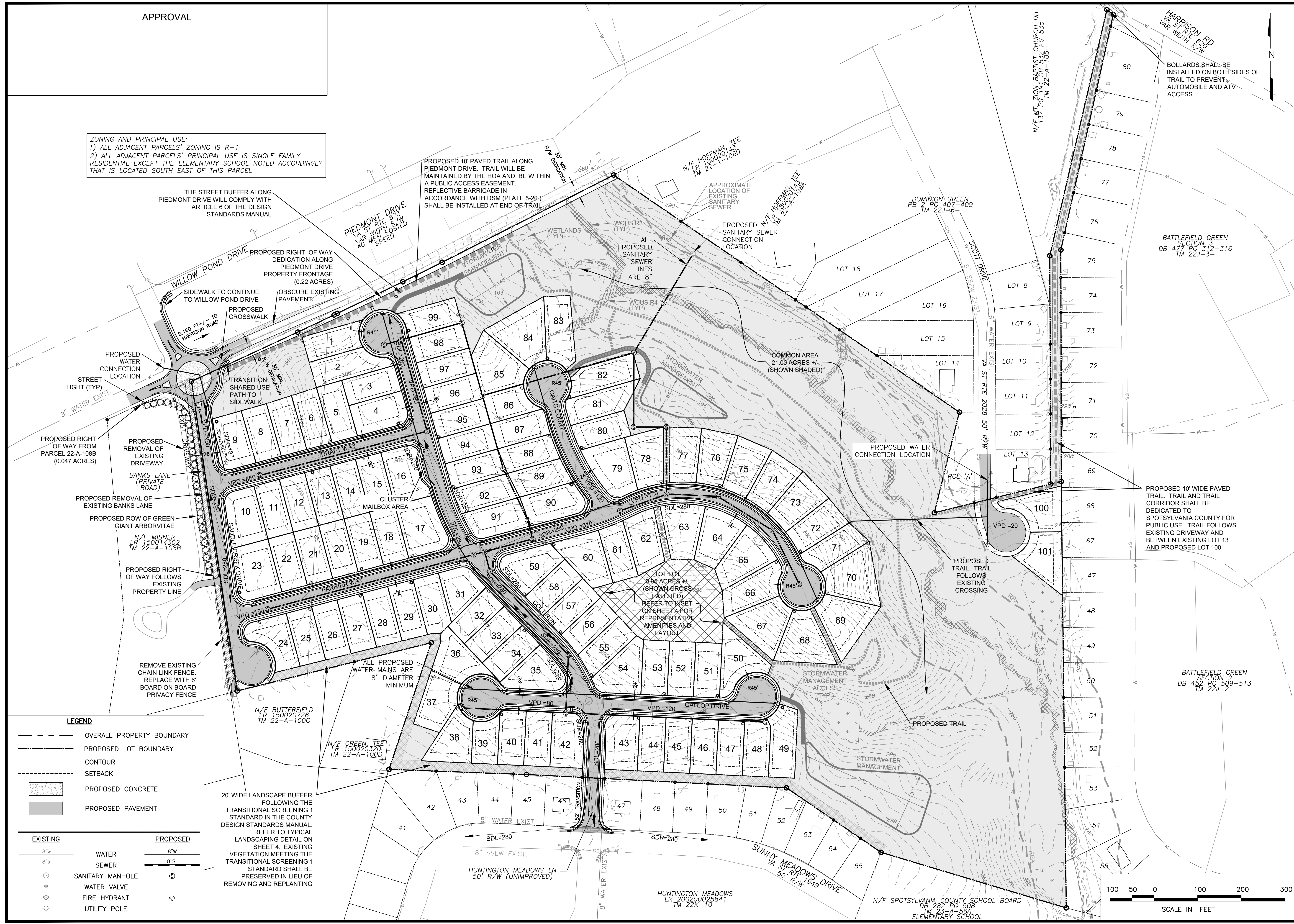
BATTLEFIELD GREEN
SECTION 2
DB 452 PG 509-513
TM 22J-2-

LEGEND

- OVERALL PROPERTY BOUNDARY
- PROPOSED LOT BOUNDARY
- CONTOUR
- SETBACK
- PROPOSED CONCRETE
- PROPOSED PAVEMENT

EXISTING	PROPOSED
8" W	8" W
8" S	8" S
WATER	WATER
SEWER	SEWER
SANITARY MANHOLE	SANITARY MANHOLE
WATER VALVE	WATER VALVE
FIRE HYDRANT	FIRE HYDRANT
UTILITY POLE	UTILITY POLE

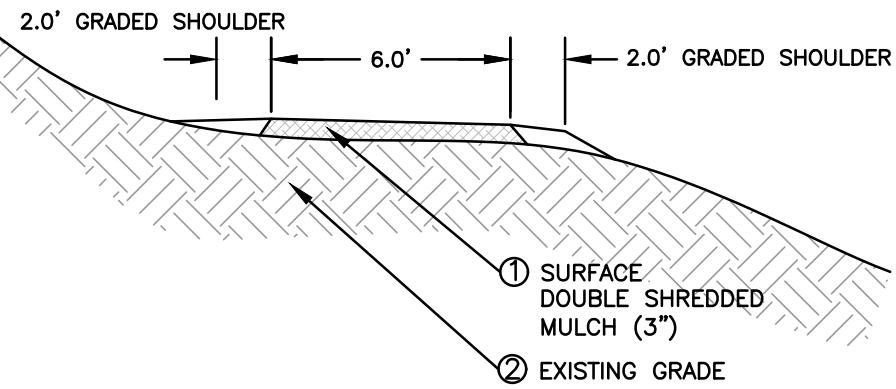
20' WIDE LANDSCAPE BUFFER
FOLLOWING THE
TRANSITIONAL SCREENING 1
STANDARD IN THE COUNTY
DESIGN STANDARDS MANUAL.
REFER TO TYPICAL
LANDSCAPING DETAIL ON
SHEET 4. EXISTING
VEGETATION MEETING THE
TRANSITIONAL SCREENING 1
STANDARD SHALL BE
PRESERVED IN LIEU OF
REMOVING AND REPLANTING



APPROVAL

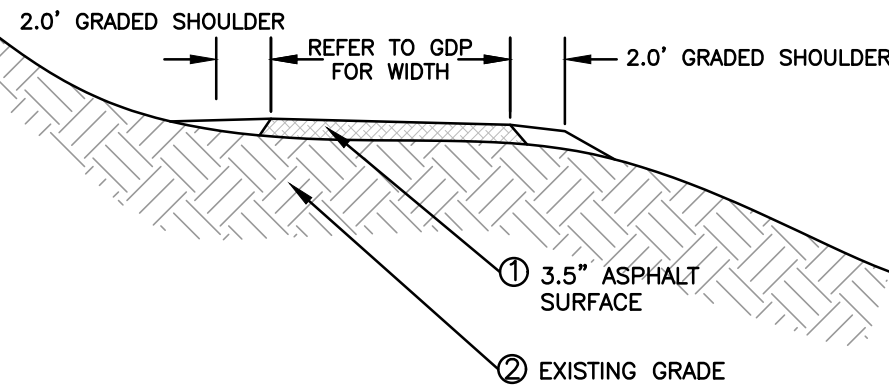
PROPOSED UNPAVED TRAILS

UNPAVED TRAIL SECTION SHALL FOLLOW COUNTY DESIGN STANDARDS MANUAL

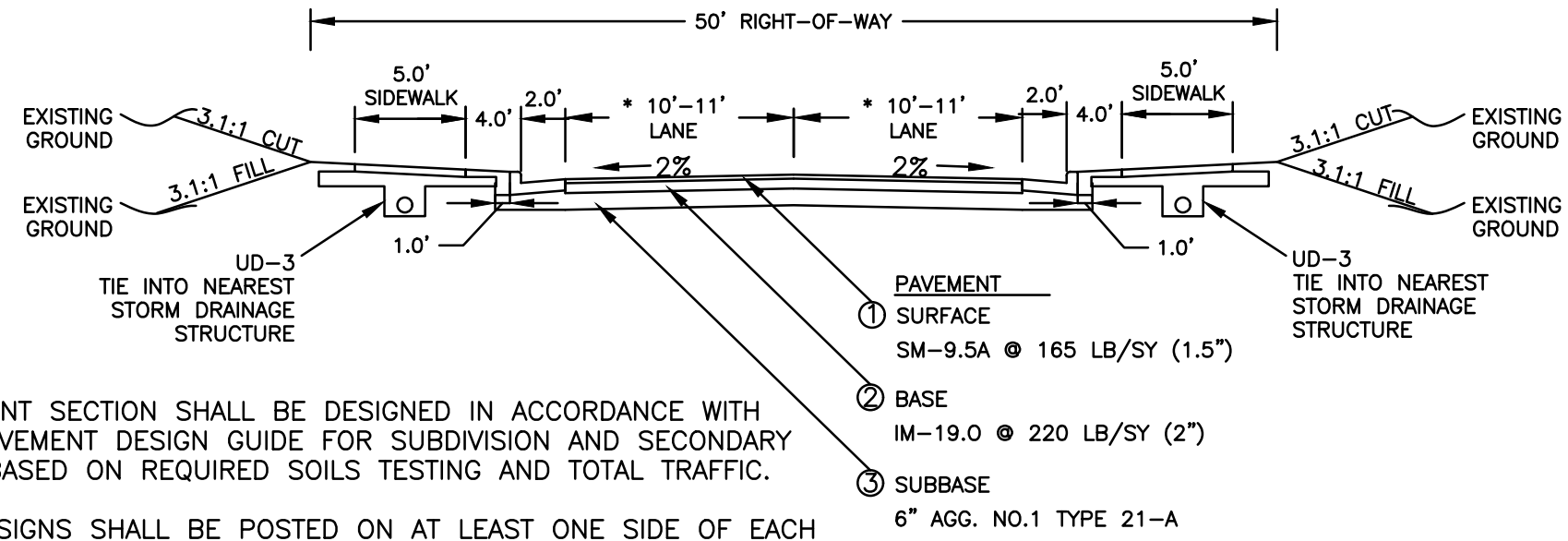


PROPOSED PAVED TRAILS

PAVED TRAIL SECTION SHALL FOLLOW COUNTY DESIGN STANDARDS MANUAL



PROPOSED SUBDIVISION ROADWAYS

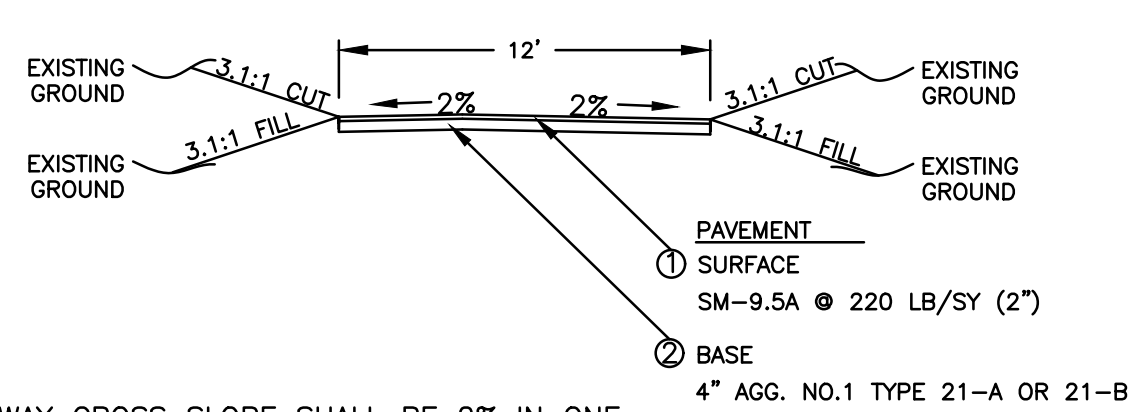


FINAL PAVEMENT SECTION SHALL BE DESIGNED IN ACCORDANCE WITH THE 2014 PAVEMENT DESIGN GUIDE FOR SUBDIVISION AND SECONDARY ROADS AND BASED ON REQUIRED SOILS TESTING AND TOTAL TRAFFIC.

NO PARKING SIGNS SHALL BE POSTED ON AT LEAST ONE SIDE OF EACH STREET AT A SPACING OF APPROXIMATELY 500' AND IN CUL-DE-SAC. SIGNS SHALL BE PLACED OUTSIDE OF THE RIGHT OF WAY.

* REFER TO PLAN FOR LANE WIDTH AND LOCATION OF TRANSITION TO HUNTINGTON MEADOWS DRIVE.

PROPOSED SUBDIVISION DRIVEWAYS



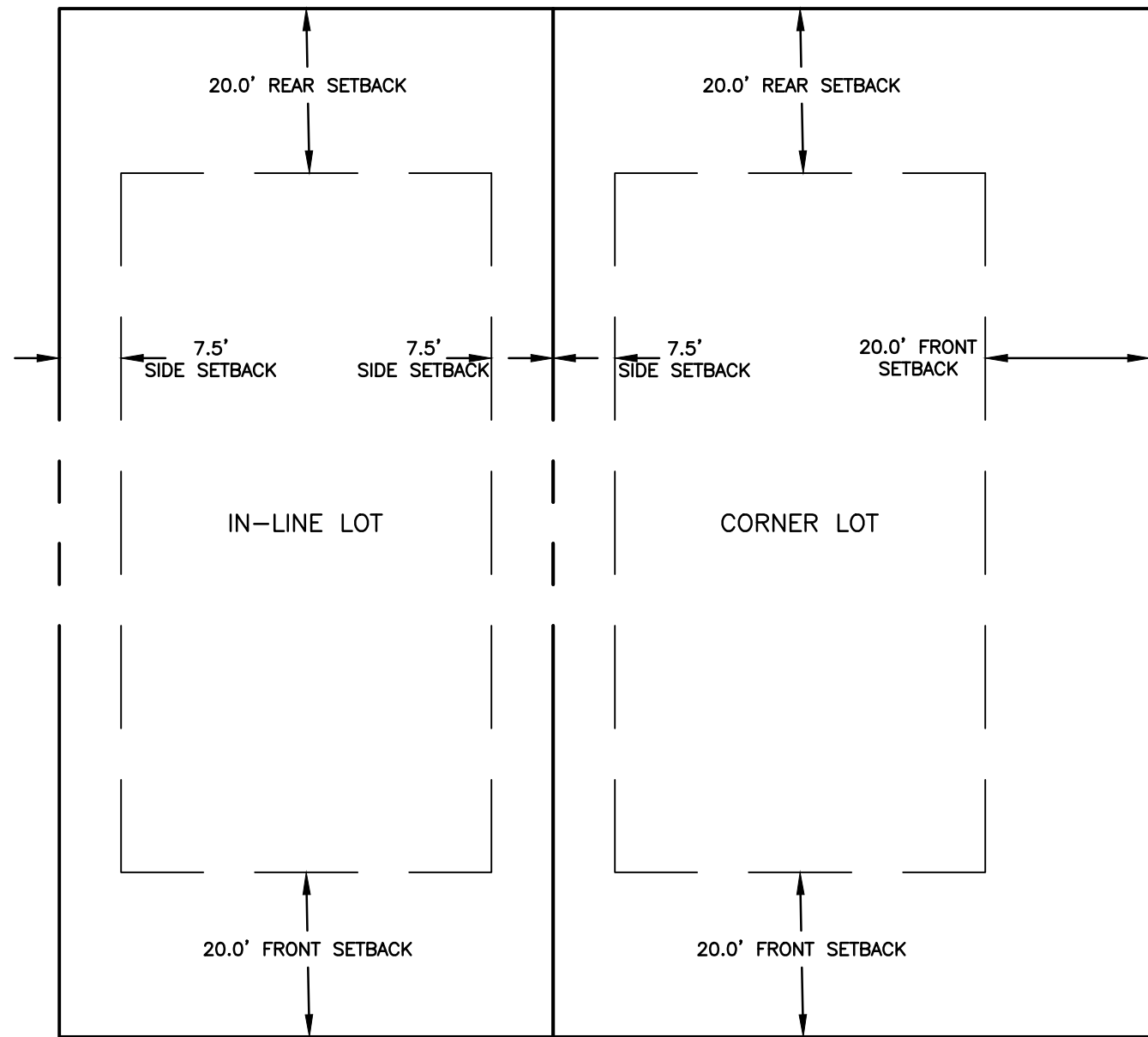
DRIVEWAY CROSS SLOPE SHALL BE 2% IN ONE DIRECTION OR 2% AND CROWNED AT THE CENTERLINE

DRIVEWAY WIDTH SHALL BE INCREASED AT THE APPROACH TO THE GARAGE

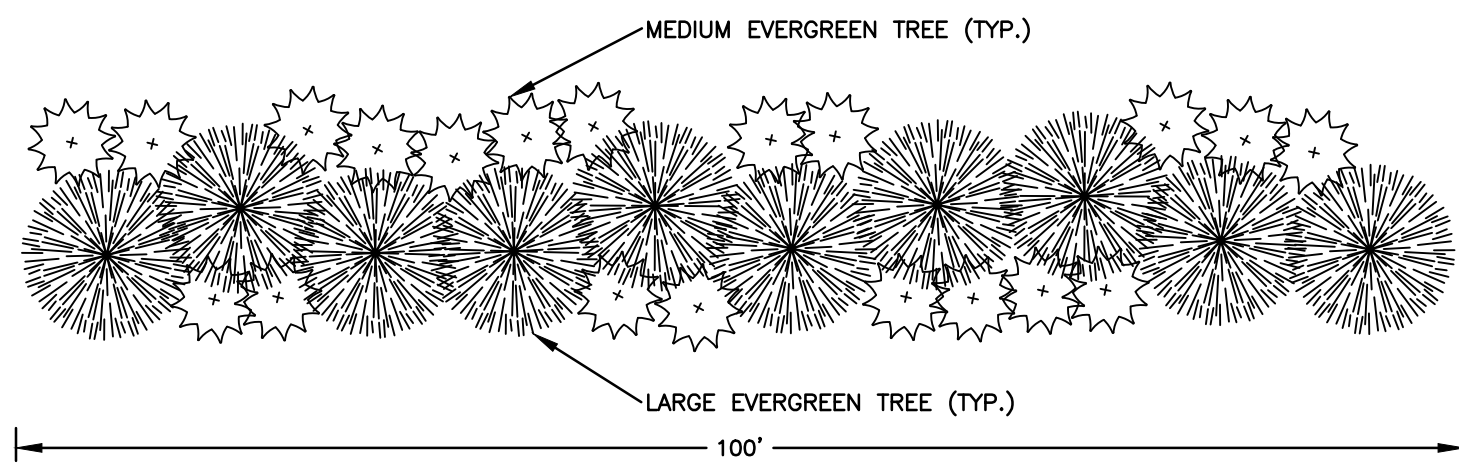
DRIVEWAY MATERIAL MAY BE CONCRETE

DRIVEWAY SHALL CONNECT AT THE SUBDIVISION STREET WITH A VDOT STANDARD CG-9B

LOT DIMENSION DETAIL

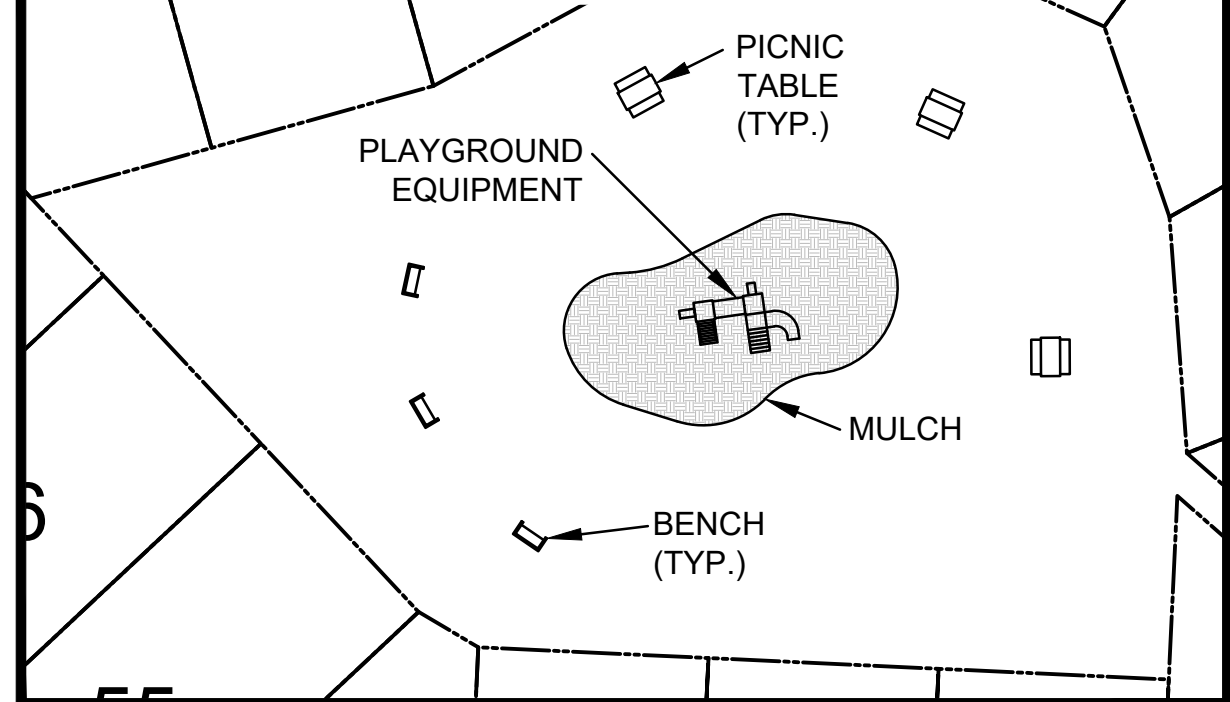


20' WIDE TYPICAL LANDSCAPE BUFFER

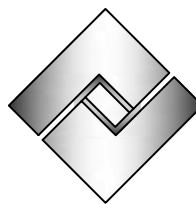
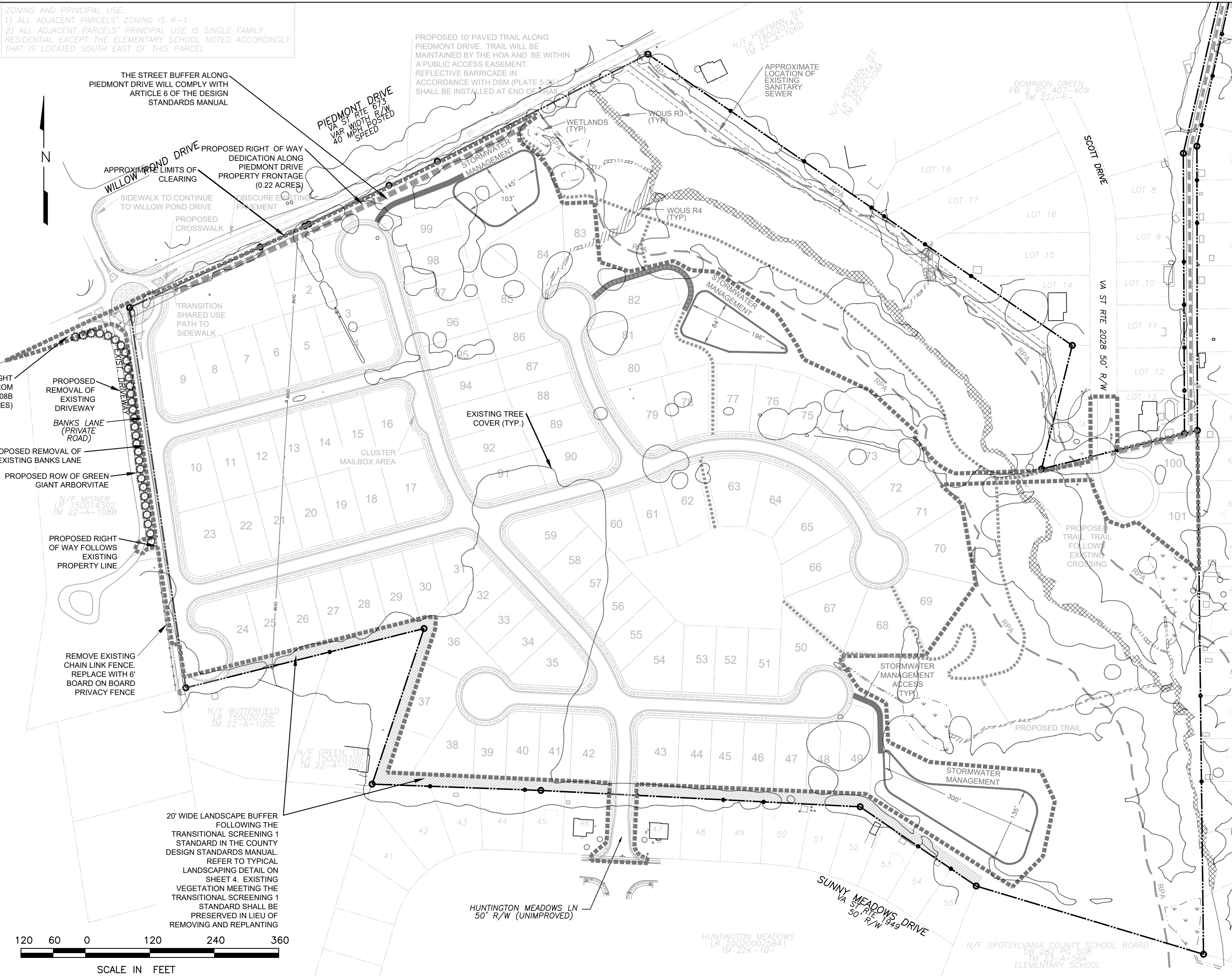


LOT LOT INSET

(NOT TO SCALE)



APPROXIMATE LIMITS OF CLEARING AND TREE COVER



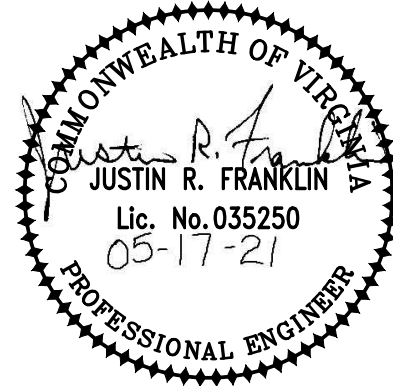
Fairbanks & Franklin

Civil Engineering
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1005 Mahone Street
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DETAILS

SADDLE CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA



DATE : 02-18-20
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470-1008

4 SHEET
OF 4

EXHIBIT B

Banks Lane Condemnation

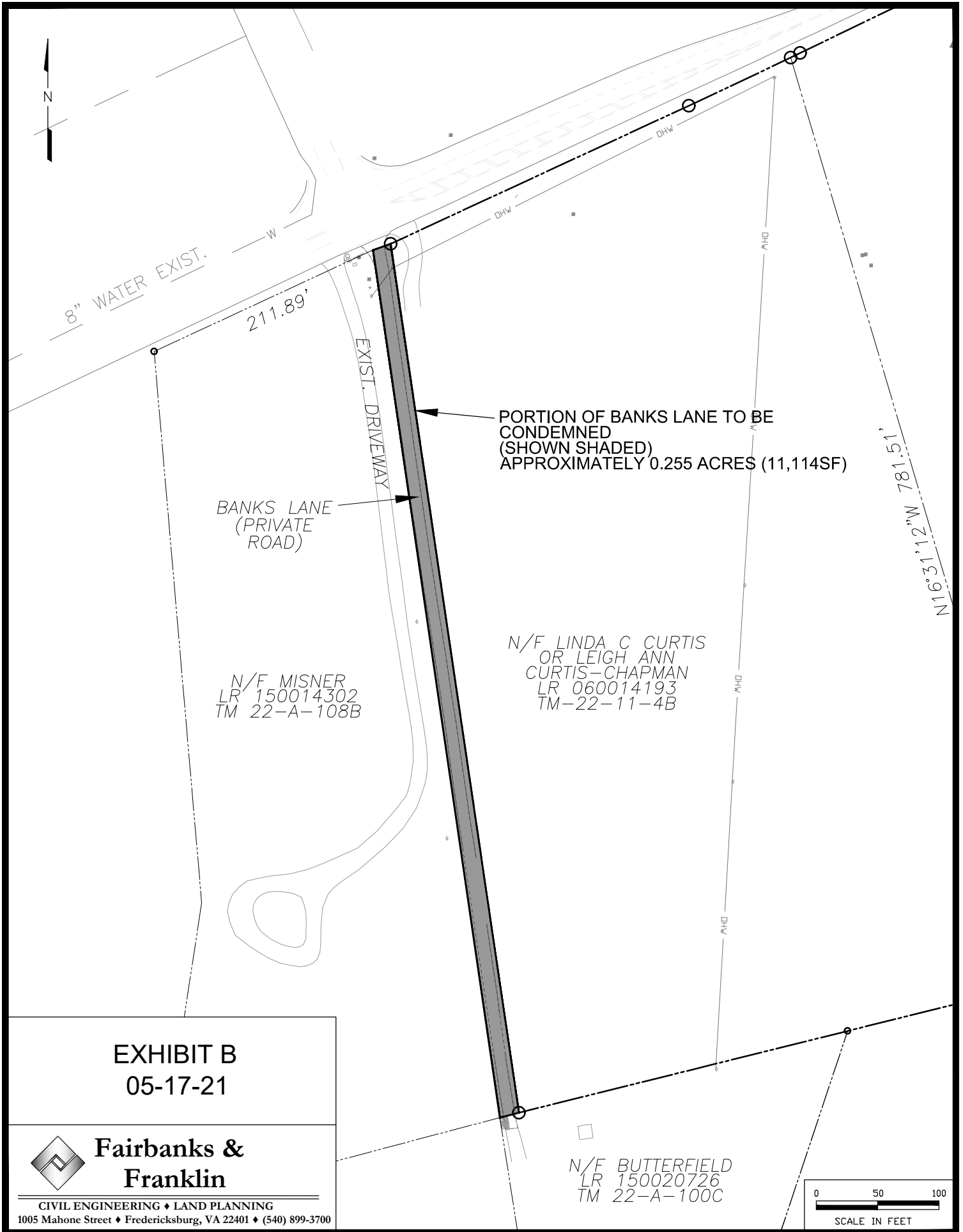
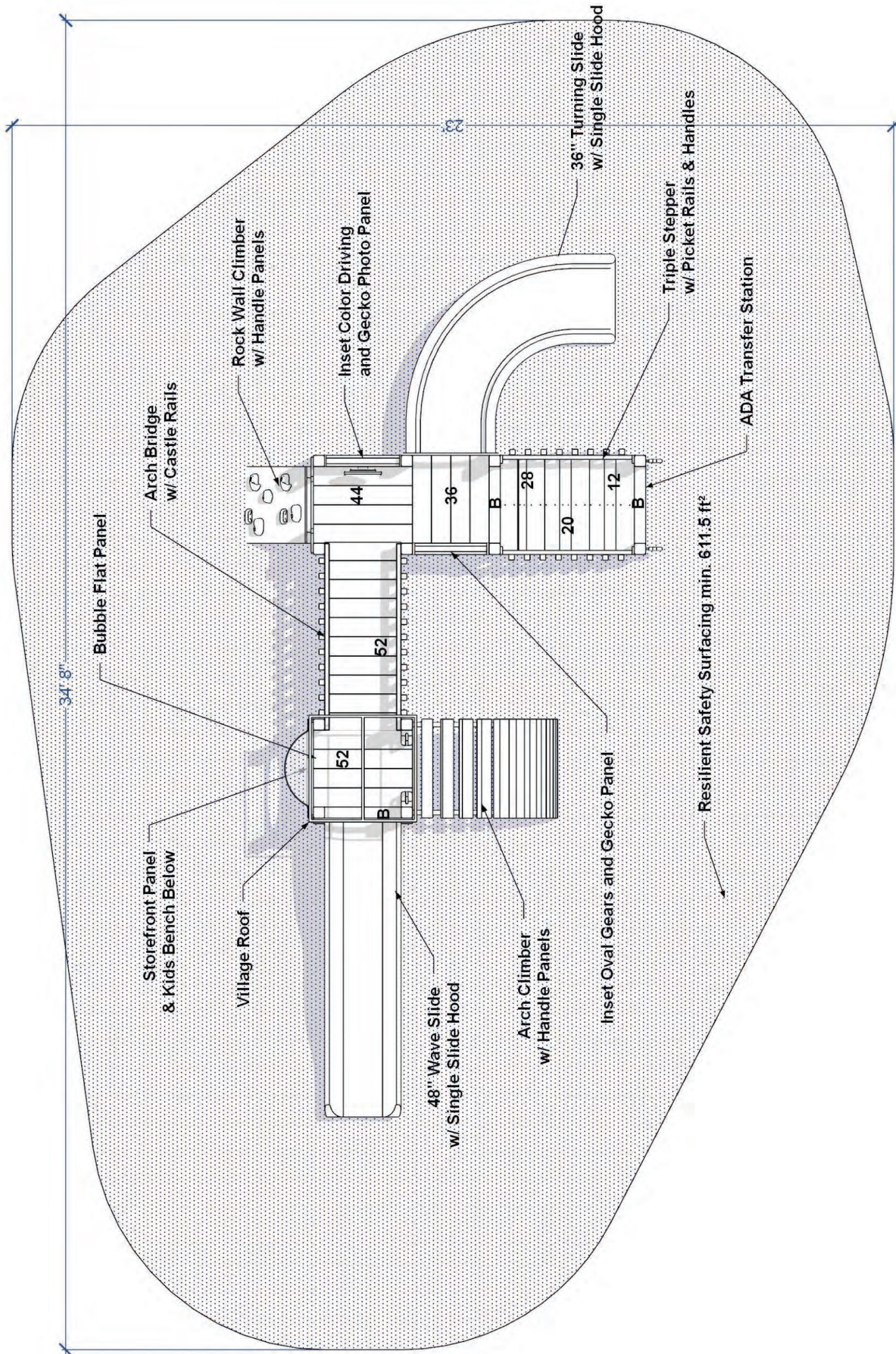


Exhibit C

“Tot Lot”





34' 8"

Storefront Panel
& Kids Bench Below

Village Roof

Bubble Flat Panel

Arch Bridge
w/ Castle Rails

Rock Wall Climber
w/ Handle Panels

Inset Color Driving
and Gecko Photo Panel

48" Wave Slide
w/ Single Slide Hood

Arch Climber
w/ Handle Panels

Inset Oval Gears and Gecko Panel

36" Turning Slide
w/ Single Slide Hood

Triple Stepper
w/ Picket Rails & Handles

ADA Transfer Station

Resilient Safety Surfacing min. 611.5 ft²

52

52

44

36

28

20

12

B

B

B

Exhibit D

“Agreement”

13660426.1 045478.00005

EXHIBIT C

“Necessary Property”

13660418.1 045478.00005

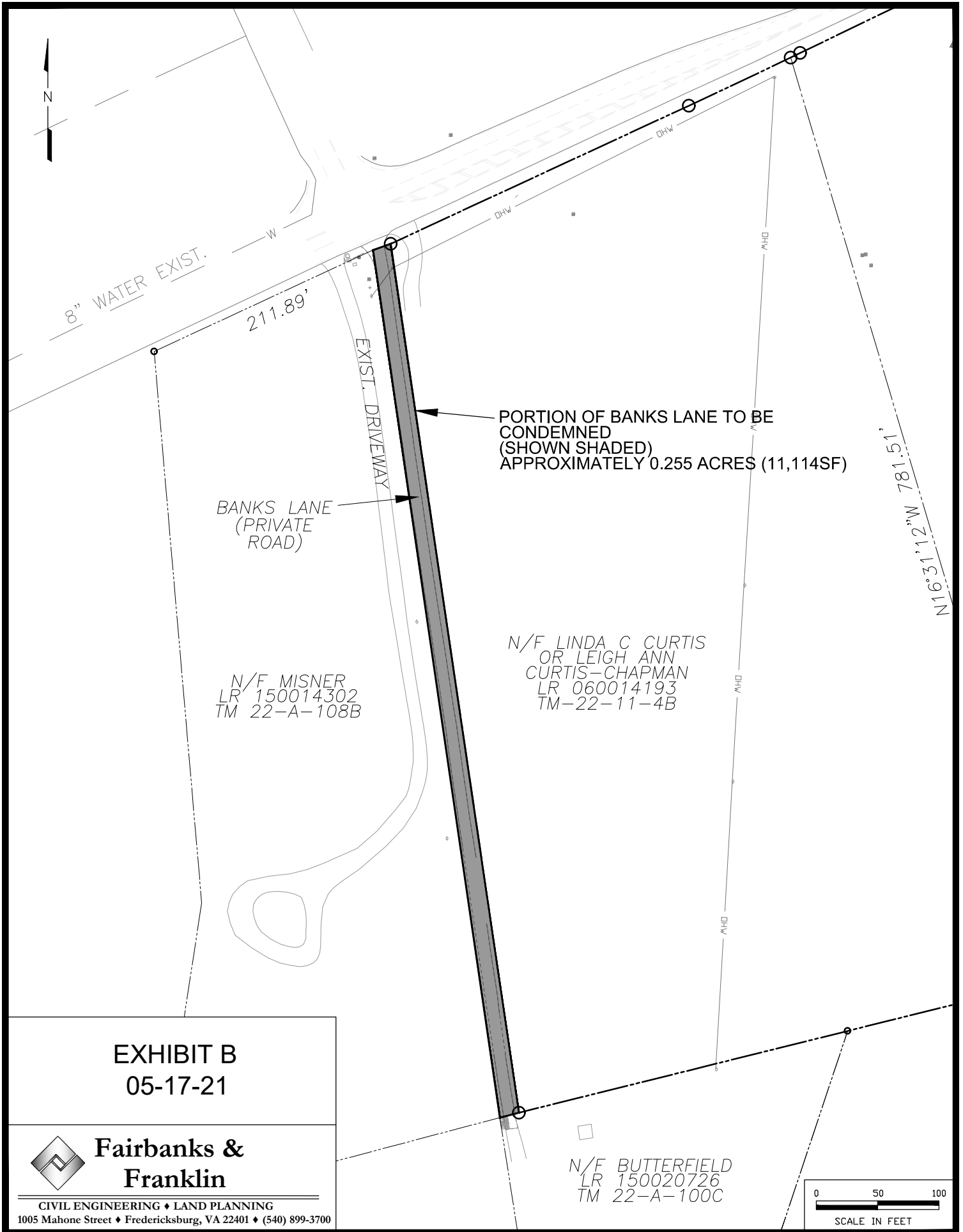


EXHIBIT B
05-17-21



**Fairbanks &
Franklin**

CIVIL ENGINEERING ♦ LAND PLANNING
1005 Mahone Street ♦ Fredericksburg, VA 22401 ♦ (540) 899-3700

0 50 100
SCALE IN FEET

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

Meeting Date: July 27, 2021

Title: CA21-0003: Ordinance No. 23-181- Mixed Use Streets and Residential Parking Standards Public Hearing

Type: Action, Public Hearing, Ordinance, Power Point Presentation

Agenda Title: CA21-0003: Ordinance No. 23-181- Mixed Use Streets and Residential Parking Standards

Recommendation: The Planning Commission recommends approval of CA21-0003 with a vote of 6-0.

Staff recommends approval of CA21-0003: Ordinance No. 23-181-Mixed Use Streets and Residential Parking Standards.

Planning and Zoning, and Transportation staff, working with County Fire, Rescue, and Emergency Management (FREM), have drafted proposed changes to the County Zoning ordinance meant to address parking capacity and travel way width concerns recently raised by FREM. These amendments are expected to create easier to navigate neighborhoods for emergency services, citizens, visitors, delivery and moving trucks, and reduce frequency of parking along roads with dimensions that are not conducive or intended for on street parking. County FREM has raised concerns about some of the County Mixed-Use road standards providing insufficient passable travel ways for emergency vehicles such as ladder trucks compounded by instances of insufficient availability of visitor parking resulting in parking along roads where vehicles ought not be parked. A representative from FREM will be invited to attend the meeting and will be able to describe challenges seen “on the ground”. The proposed amendments are intended to address this two-fold issue. Parking revisions are expected to result in additional parking availability in single family

attached communities where provision of adequate parking for visitors has proven to be problematic in some newer developments, particularly those developments zoned Mixed-Use (Mu). Off-street parking standards have also been updated for single family detached and multi-family development. Though off-street parking standards for single family attached communities differ by locality, the proposed changes are not vastly different than other localities in Virginia. New Kent County employs a similar standard as proposed. The draft would increase the number of minimum parking spaces for single family attached/townhome communities from 2 spaces per unit, however only 1 such space must have convenient access to the dwelling unit, to 2 onsite spaces per unit, and 1 visitor space per 3 units in common area. 2 or more vehicles per household is commonplace and the intent of the onsite standard would be to accommodate at least two vehicles onsite. Resulting from Planning Commission direction received at the April 21, 2021 Public Hearing Initiation, the draft specifies that garage or carport parking would not be counted toward the minimum parking standard. At the time concerns were raised about prevalence of sheltered parking spaces not being used as such by homeowners. In lieu of parking such sheltered spaces result in area for additional storage, shop space or additional living areas. The standard is not intended to discourage or prevent garage or carport parking to be made available. Staff recognizes the value of sheltered parking and encourages provision of additional spaces consistent with market demands. This change would appear as part of the Mixed Use (Mu) parking standard as well as the General Development Standards for all other zoning districts that include single family attached. As part of the draft amendment, staff also proposes creating an equal standard for off-street parking for multi-family developments. At present the County has two separate standards. The first is located in Zoning Chapter 23, Article 5: Division 9- Off-Street Parking with application to all zoning districts where multi-family uses are permitted, except for the Mixed Use (Mu) district where a separate standard exists. For Mixed Use (Mu), multi-family parking standards are located in Chapter 23, Article 6: Division 28- Mixed Use (MU) District. Under the draft proposal, the multi-family parking standard presently adopted in the Mixed Use (Mu) ordinance would also apply under General Development Standards applicable to all other Zoning Districts with multi-family uses. Staff asserts the Mixed Use standard is more favorable as it is

Summary:

bedroom count based as opposed to a single standard applied to projects. Specific details of the proposed amendments are outlined below: DRAFT Ordinance 23-181: Chapter 23, Article 5: Division 9- Off-Street Parking Sec. 23-5.9.3- Minimum Required Parking Spaces. Amendments are specific to residential parking standards. For dwelling, multi-family, remove minimum parking standard of 1.6 spaces per unit, replacing it with a per unit, bedroom-count-based, minimum standard as follows: 0-1 bedroom, 1 per unit and 1 visitor space in common area per 5 units; 2 bedrooms, 1.5 per unit and 1 visitor space in common area per 5 units; 3+ bedrooms, 2.0 per unit and 1 visitor space in common area per 5 units. For dwelling, single family attached, amend the current minimum parking standard of 2 spaces per unit, to require 2 onsite spaces per unit, and 1 visitor space per 3 units in common area, resulting in increased assurance of onsite spaces and provision for additional visitor spaces. For dwelling, single family detached, amend the current minimum parking standard of 2 spaces per unit, to require a minimum of 2 parking spaces per unit, specifying they both be onsite. For both single family detached and attached units, garage and carport spaces cannot be counted toward minimum onsite parking. DRAFT Ordinance 23-181: Chapter 23, Article 6: Division 28- Mixed Use (MU) District. Sec. 23-6.28.6- Parking. Amendments are specific to residential parking standards. For dwelling, multi family, as a clean-up item to consolidate parking standards into two cells within the minimum parking spaces table. A substantive amendment specific to provision of minimum parking for dwelling, multi-family, units of 0-1 bedrooms removes standard of .75 per unit +1 visitor per 5 units to 1 per unit and 1 visitor per 5 units in common area. Minimum parking standards for 2 bedroom and 3+ bedroom units remain unchanged but specify parking spaces are to be located in common area. For dwelling, single family attached, a new parking standard has been introduced to address the land use and matches a standard established in the General Development Standards applicable to other Zoning Districts. As a new standard within the Mixed Use Zoning District, dwelling, single family attached now requires a minimum 2 onsite spaces per unit, and 1 visitor space in common area per 3 units. For dwelling, single family detached, the new standard removes reference to “and two family”, and clarifies the minimum parking standard to require a minimum 2 onsite spaces per unit, replacing 2 per unit. For both single family detached and attached units, garage and

carport spaces cannot be counted toward minimum onsite parking. Sec. 23-6.28.7- Streets and Blocks. Specific to subsection (a), the text amendment is meant to clarify language to apply to “both new and existing streets” as opposed to “both new streets and existing streetscapes”. Specific to subsection (c) the existing Mixed Use Street Types and Lane Dimensions Table would be removed and replaced to require road configurations better suited to accommodate large vehicles including delivery trucks, moving trucks, and fire, rescue, emergency management equipment. The revised table has been reorganized and font size increased for easier interpretation. Revisions to the aforementioned table include: No parking streets and new alley standard clarify that no parking streets and no parking alleys include no parking signs. Alley standards with no parking require an 18’ travel way; provision for no parking streets with one-way movement include one 18’ lane or two 10’ lanes, replacing standard of one 10’ or two 8’ lanes; two-way movement no parking streets include two 10’ lanes, replacing two 9’ lanes. Yield parking streets are removed. Parking one side parallel street standard specifies need for no parking signs on opposite side of street where parking not intended. Amendments to street standards for parking one side streets include: a single 18’ travel lane for one-way movement with 8’ parallel parking space, replacing one 9’ lane with 7’ parallel parking space. For two lane divided two-way movement to require 16’ travel lanes with 8’ wide parallel parking spaces, replacing 11’ travel lane with 7’ width parallel parking spaces. For streets with parallel parking on both sides and one-way movement, travel way of 18’ with 8’ wide parallel parking spaces on either side of street proposed to replace travel way of 9’ with two 7’ wide parallel parking spaces on either side of street. For streets with diagonal parking in all instances the diagonal space standard would be increased to 20’, replacing 16.5’ to accommodate larger vehicles and reduce travel way intrusion. Parking access standards for connector roads between parking lots remove 10’ wide single lane two-way traffic standard with a one way 12’ lane standard. Two-way movement is accommodated with an existing 24’ wide standard to remain. All other Mixed Use Streets standards remain within the reorganized table format.

Committee/Commission Summary:

Planning Commission

Review Date:

June 16, 2021

Status: Approved

Financial Impact: N/A

Staff Contacts: B. Leon Hughes, Director of Planning and Zoning;
Kimberly Pomatto, Assistant Director of Planning and Zoning; Jacob Pastwik, Planner III

Legal Counsel: Alexandra Spaulding, Senior Assistant County Attorney

Additional Background/Other Considerations: These amendments were initiated by the Planning Commission for public hearing during the April 21, 2021 meeting. Ongoing review and update to Zoning ordinance is supported by Planning Department Tasks identified under Major Initiatives Action Plan located in the Introduction and Vision Chapter of the Comprehensive Plan.

Consequence of Denial/Inaction: County code will remain as adopted. The County will not have a regulatory means to require additional road widths and parking meant to address FREM concerns. Without change, staff expects identified issues concerning road width and parking will increase as new projects with mixed-use zoning are developed.

ATTACHMENTS:

File Name	Description	Type
Ordinance_Form.pdf	Ordinance No. 23-181 (Ordinance Form)	Ordinance
PPT_Presentation_CA21-0003_Streets_Parking.pptx	PPT Presentation	Presentation
April_21_2021_Planning_Commission_Public_Hearing_Initiation_Minutes.pdf	April 21 2021 Planning Commission Public Hearing Initiation Minutes	Minutes
Draft_June_16_2021_Planning_Commission_Public_Hearing_Minutes.pdf	Draft June 16 2021 Planning Commission Public Hearing Minutes	Minutes
bos_20210727.doc	Ad	Backup Material

ORDINANCE FORM

At a meeting of the Spotsylvania County Board of Supervisors held on July 27, 2021 on a motion by _____, seconded by _____ and passed _____, the Board adopts the following ordinance:

AN ORDINANCE No. 23-181

CA21-0003: Zoning Ordinance Amendment – Mixed Use Streets and Residential Parking Standards

CA21-0003: Mixed Use Streets and Residential Parking Standards

To amend County Code Chapter 23, Article 5- General Development Standards and Article 6- Zoning to address health, safety, and welfare concerns identified by County Fire, Rescue, Emergency Management Services, improve travelway maneuverability and reduce parking conflicts. Proposed amendments include: Division 23-5.9 Off-Street Parking, specifically 23-5.9.3-Minimum Required Parking Spaces; Division 23-6.28-Mixed Use (MU) District, specifically 23-6.28.6-Parking and 23-6.28.7-Streets and Blocks. Amendments are intended to: improve mixed use street design standards to improve maneuverability of streets to accommodate large vehicles such as delivery vehicles and FREM equipment; clarify the intent of Mixed Use Streets and Blocks requirements concerning sidewalks, streets, street trees and street lights; update parking standards in the mixed use zoning district and off street parking standards applicable to all other zoning districts specific to dwelling, multi-family, dwelling, single family attached, dwelling, single family detached.

PUBLIC HEARING: July 27, 2021

WHEREAS, staff has reviewed the Chapter 23-Zoning Ordinance amendments and recommends approval as stated in the Executive Summary dated July 27, 2021; and

WHEREAS, the Planning Commission held a public hearing on this matter on June 16, 2021, duly advertised in a local newspaper for two weeks, and a motion was made and seconded to recommend approval of the Chapter 23-Zoning Ordinance amendments, with a vote of 6-0; and

WHEREAS, the Spotsylvania Board of Supervisors' public hearing, duly advertised in a local newspaper for a period of two weeks, was held on July 27, 2021 and interested citizens were offered the opportunity to be heard; and

WHEREAS, good zoning practice and general welfare are served by approval of the Chapter 23-Zoning Ordinance amendments.

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

ORDAINS:

ORDINANCE FORM

§ 1. That Chapter 23-Zoning, Article 5-General Development Standards, Section 23-5.9.3 be and are hereby **amended** and reordained as follows:

Sec. 23-5.9.3. - Minimum required parking spaces.

Uses	Parking requirement (Area references are to gross floor area (gfa) unless otherwise indicated)
Agriculture (i.e., Farming)	Exempt
Airport, Public or Private	1 space per employee on the largest shift, plus 1 space for each vehicle used in connection with the facility, plus sufficient space to accommodate the largest number of airport customers'/travelers' vehicles that may be expected at any one time
Amusement Arcade	4 spaces per 1,000 sq. ft. of gfa
Auction Establishment	1 space per employee on maximum shift plus 1 space per company vehicle operating on the premises plus 1 space per 200 sq. ft. of customer service area
Bed and Breakfast I, II	1 space per guest room plus dwelling, single-family detached standard
Billiard and Pool Halls	4 spaces per 1,000 sq. ft. of gfa
Bowling Alleys	4 spaces per lane plus 1 space per employee
Brewery, Winery, Cidery, Distillery	1 space for every 500 sq. ft. of production or office area plus 1 space per 225 sq. ft. area dedicated to accessory tasting rooms, restaurants, or retail sales, plus 1 space for every 4 seats or 60 sq. ft. of assembly area dedicated to commercial hall use if applicable.
Bus Terminals and Train Stations	1 space per 4 seats in the terminal
Business Service and Supply Service Establishment	1 space per 300 sq. ft. of gfa

ORDINANCE FORM

Campgrounds, Recreation Trailer Camp, Summer Camp	1 space per employee during peak employment shift
Car Wash	3 space per bay/stall plus 1 space per employee for self service or full service establishment
Child Care Center	1 space per teacher/employee plus 1 space for each 12 children
Civic, Social Service and or Fraternal Facilities	1 space per four (4) fixed seats or per 75 sq. ft. of area of assembly, whichever is greater
Clinics, Medical and Dental	1 space per 200 sq. ft. of gfa
College or University	Based on a review by the Zoning Administrator of each proposal (See Note 3) 1 space per employee during peak employment shift + .5 spaces per student of driving age
Contractor's Offices and Shops	1 space per employee assigned to work onsite plus one space per facility vehicle parked onsite
Convenience Store	5 spaces per 1,000 sq. ft. gfa. At no time less than ten (10) spaces
Correctional Facility	1 space per 2 employees on the maximum shift (See Note 3)
Country Club	1 space per 300 sq. ft. of gfa within closed bldgs. plus one space for every 3 people the outdoor facilities are designed to accommodate when used to the maximum capacity
Cultural Center, Museum or Similar Activity	1 space per 300 sq. ft. of gfa
Data Center	1 space per employee based on the largest shift
Dormitory, Fraternity or Sorority House, or Other Residence Hall located Off- Campus	1 space per 2 beds based on the occupancy loads of the building plus 1 space for each employee, manager or resident manager

ORDINANCE FORM

Dwelling, Multiple-Family	1.6 spaces per unit
<u>0—1 bedroom</u>	<u>1 per unit and 1 visitor space in common area per 5 units</u>
<u>2 bedrooms</u>	<u>1.5 per unit and 1 visitor space in common area per 5 units</u>
<u>3+ bedrooms</u>	<u>2.0 per unit and 1 visitor space in common area per 5 units</u>
Dwelling, Single-Family Attached	2 <u>onsite</u> spaces per unit, <u>and 1 visitor space in common area per 3 units.</u> however only 1 such space must have convenient access to the dwelling unit <u>Garage or carport spaces cannot be counted toward minimum onsite parking.</u>
Dwelling, Single-Family Detached	2 <u>onsite</u> spaces per unit, provided that only 1 such space must have convenient access to a street <u>Garage or carport spaces cannot be counted toward minimum onsite parking.</u>
Eating Establishment, Carry out/Fast Food	1.25 spaces per 100 sq. ft. gfa
Eating Establishment	1.5 sp per 200 sq. ft. gfa
Feed Mill	1 space per employee on largest shift plus 1 space per company vehicle operating on the premises plus 1 space per 300 sq. ft. of customer service area
Financial Institution	1 space per 250 sq. ft. of gfa for customer service area (including lobby and teller area); plus 1 space per employee on the largest shift
Fire Service or Rescue Squad	Adequate space to accommodate all motor vehicles operated in connection with such use plus 2 additional parking spaces per each such vehicle
Funeral Home	1 space per 100 sq. ft. of gfa excluding storage and work areas; 25 space minimum
Furniture, Appliance or Carpet Store	1 sp per 750 sq. ft. of gfa, plus 1 space for each employee on the largest shift
Garden Center	Enclosed Retail Area—One (1) space per each two hundred fifty (250) square feet of retail sales. Greenhouse Sales Area—One (1) space per two hundred fifty (250) square feet. Exterior Sales Area—One (1) space

ORDINANCE FORM

	per each five thousand (5,000) square feet of exterior nursery sales area.
Golf, Miniature	2 spaces for each hole
Golf Course	1 space per 300 sq. ft. of gfa within closed bldgs. plus 1 space for every 3 persons that the outdoor facilities are designed to accommodate when used to the maximum capacity
Golf Driving Range	1 space per tee plus 1 space for every 2 employees on the largest shift
Heavy Equipment and Specialized Vehicle Sale, Rental and Services Establishment	1 space per 500 sq. ft. of enclosed sales, rental and office floor area plus 1 space per 2,500 sq. ft. of open sales/rental display lot area plus 2 spaces per service bay
Hospitals	1.5 spaces per patient bed plus 1 space for each staff doctor plus 1 space per 2 other employees
Hotels or Motels	1 space per room or suite for rent plus 1 space per 4 seats of meeting room capacity plus 1 space per 250 sq. ft. of restaurant, lounge or entertainment facility plus 1 space for each 2 employees on the maximum shift
Indoor Athletic Facility (Gymnasium)	1 space for every 50 sq. ft. of floor area devoted to aerobics, weightlifting, or similar activities plus 1 space per 500 sq. ft. of indoor tennis or racquetball court or similar recreation facilities
Indoor Recreation Facility, Commercial	5 spaces per 1,000 sq. ft. gfa
Industry Types I, II, III, Industrial/Flex, Abattoir	1 space per 1,000 sq. ft. gfa plus 1 space per 400 sq. ft. of accessory office area or 1 space per 2 employees on the largest shift whichever is less
Kennel	1 space per 500 sq. ft. of gfa including runs
Library	10 spaces per the first 1,000 sq. ft. of gfa plus 1 space for each 300 sq. ft. in excess of 1,000 sq. ft.

ORDINANCE FORM

Live Entertainment, indoor	1 space per 75 sq. ft. gfa
Manufactured Home	1.5 spaces per unit
Manufactured Home Parks	1.5 spaces per unit plus 1 space per 5 units for guest parking
Marinas, Docks and Boating Facilities, Commercial	1 space for every 2 boat slips; at least 10 percent of the spaces must be large enough to accommodate vehicles with trailers
Medical Care Facility	1 space per 2 patient beds plus 1 space per employee on largest shift
Mini Warehousing Establishment	1.25 spaces per 1,000 sq. ft. of gfa of office space associated with the use plus 1 space per employee and 2 spaces for a resident manager. The width of travel aisles for vehicular access and loading and unloading shall be based on the standard width of a two-way driving aisle whose dimensions are established in the design standards manual, article 5
Nursing Home, Assisted Living or Congregate Living Facilities or Other Age Restricted Housing	1 space per 3 residents plus 1 space for each employee on largest shift
Office (unless otherwise provided for in this section)	1 space per 300 sq. ft. gfa (See Note 1)
Open Air Market	1 space per 1,000 sq. ft. of sales area
Outdoor Recreation Facility	30 spaces per athletic field or 1 space per 1,500 sq. ft. of usable recreational space
Personal Service Establishment	1 space per 275 sq. ft. of gfa
Place of Worship	1 sp ace per 3 seats in the principal place of worship or 1 space per 200 sq. ft. gfa, whichever is greater. (See Note 4)
Public or Private Elementary, Middle, Junior High School	1.5 spaces per classroom

ORDINANCE FORM

Public or Private Senior High School	1 space per classroom plus 1 space per 6 students
Public Utility	1 space per 2 employees on largest shift plus 1 space per company vehicle normally stored on the premises
Repair Service Establishment	1 space per 300 sq. ft. of gfa plus 1 space per employee on the largest shift
Retail Sales Establishment except Furniture, Appliance or Carpet Store	1 space per 250 sq. ft. of gfa
Rooming/Boarding House	1 space per bedroom
Scientific Research and Development Establishment	1 space per 400 sq. ft. of gfa
Fuel Dispensing facility	2 spaces per service bay plus 1 space per employee, but never less than 5 spaces
Shopping Center	A. 100,000 sq. ft. of gfa or less—4 spaces per 1,000 sq. ft. of gfa B. more than 100,000 sq. ft.—Standard A. (above) plus 4.3 spaces per additional 1,000 sq. ft. of gfa above 100,000 sq. ft. (See Note 2)
Theater, Auditorium, Stadium, Live Entertainment, Outdoor	1 space per 3 seats
Vehicle Light Service Establishment	1 space per 200 sq. ft. of gfa plus 2 spaces per service bay plus 1 space per employee
Vehicle Major Service Establishment	2 spaces per service bay plus 1 space per employee
Vehicle Sale, Rental and Ancillary Service Establishment	1 space per 500 sq. ft. of enclosed sales/rental floor area, plus 1 space per 2,500 sq. ft. of open sales/rental display lot area, plus 2 spaces per service bay plus 1 space per employee but never less than 5 spaces
Veterinary Hospitals	1 space per 100 sq. ft. of gfa exclusive of that area to house animals
Warehousing, Storage Yard,	1 space per 2 employees on largest shift plus 1 space per 5,000 sq. ft. of

ORDINANCE FORM

Lumber and Bldg. Material Yard, Motor Freight Terminal or Junk Yard	area devoted to storage (whether inside or outside)
Wayside Stand, Offsite	1 space per 100 sq. ft. of sales, display area, but never less than 3 spaces
Wholesale Trade Establishment	1 space per 4,000 sq. ft. of gfa for the wholesale operation plus 1 space per 400 sq. ft. of accessory office space

Note 1: Where more than one (1) office bldg. is located on a lot, the parking requirements shall be based on the gfa of each building individually and not on the total gross floor area of all buildings on the lot. For purposes of this provision, buildings connected by structures such as atriums, awnings, breezeways, carports, garages, party walls or plazas shall not be deemed to be one (1) building but rather a collection of multiple buildings depending on how many are connected in such a way.

Note 2: The shopping center off-street parking requirement set forth in the minimum required parking spaces table above shall be applicable to all uses in a shopping center, except the area occupied by theaters with more than two thousand (2,000) seats. An additional three-tenths (0.3) space shall be provided for each seat above two thousand (2,000) seats. The zoning administrator may reduce the overall required parking requirements by the percentage of gross floor area of the enclosed pedestrian walkway, excluding any area within the enclosed pedestrian walkway that is leased.

Note 3: Alternative standards may be accepted as determined by the zoning administrator based on a review of each proposal to include such factors as: the number of spaces required to accommodate employees; public use vehicles anticipated to be on-site that can be used for auxiliary parking in times of peak demand. In no instance, however shall the number of spaces required for government office use be less than that required herein for general office use.

Note 4: The number of spaces required may be reduced by up to fifty (50) percent if the use is located within five hundred (500) feet of any public parking lot or any commercial parking lot where sufficient spaces are available by permission of the owners without charge, during the time of service to make up the additional spaces required.

(Ord. No. 23-66, 10-24-95; Ord. No. 23-72, 4-22-97; Ord. No. 23-73, 8-12-97; Ord. No. 23-109, 12-14-04; Ord. No. 23-171, § 1, 9-26-17; Ord. No. [23-180](#), § 2, 7-28-20; [Ord. No. 23-181, 07-27-21](#))

§ 2. That Chapter 23-Zoning, Article 6-Mixed Use (MU) District, Section 23-6.28.6 be and are hereby **amended** and reordained as follows:

ORDINANCE FORM

Sec. 23-6.28.6. - Parking.

- (a) *Parking in the MU district.* The requirements of article 5, division 9, Off-street parking and the design standards manual shall apply in the mixed use (MU) district, except as otherwise specifically modified in this section.
- (b) *Parking credits.*
 - (1) *Credit for on-street parking.* One (1) legal on-street parking space may be substituted for every required parking space, provided the on-street space is located on a public or private right-of-way immediately abutting the subject property.
 - (2) *Proximity to transit.* A fifteen (15) percent reduction in the number of required parking spaces is allowed for uses with a main entrance within a walking distance of two thousand six hundred forty (2,640) feet of an operating transit stop.
 - (3) *Valet parking.* Valet parking may be permitted where all of the following standards have been met:
 - a. An attendant is provided to park vehicles during all business hours of the use utilizing the valet parking.
 - b. An equivalent number of valet spaces are available to replace the number required on-site parking spaces.
 - c. Valet spaces do not require individual striping, and may take into account the mass parking of vehicles.
- (c) *Reserved parking.* Parking spaces may be reserved for a specific tenant or unit, provided that the following standards are not exceeded:
 - (1) *Residential.*
 - a. One (1) space per efficiency or one-bedroom multi-living dwelling unit.
 - b. Two (2) spaces per two-bedroom or greater multi-living dwelling unit.
 - (2) *Nonresidential.* No more than one-third (1/3) of the total provided spaces may be reserved.
- (d) *Parking spaces required.* The following table defines the minimum number of parking spaces required for each use in the use table.

ORDINANCE FORM

Land Use	
Residential	
Dwelling, single-family detached and two-family	2 <u>onsite spaces</u> per unit. <u>Garage or carport spaces cannot be counted toward minimum onsite parking.</u>
<u>Dwelling, single-family attached</u>	<u>2 onsite spaces per unit, and 1 visitor space in common area per 3 units. Garage or carport spaces cannot be counted toward minimum onsite parking.</u>
Dwelling, multiple-family	
<u>0—1 bedroom</u>	<u>1 per unit and 1 visitor space in common area per 5 units</u>
<u>2 bedrooms</u>	<u>1.5 per unit and 1 visitor space in common area per 5 units</u>
<u>3+ bedrooms</u>	<u>2.0 per unit and 1 visitor space in common area per 5 units</u>
0—1 bedroom	.75 per unit + 1 visitor per 5 units
2 bedrooms	1.5 per unit + 1 visitor per 5 units
3+ bedrooms	2.0 per unit + 1 visitor per 5 units
Group Living	
Assisted living/nursing home	1 space per employee + 1 space per 4 beds
All group living	1 per bedroom
Public/Institutional	
Place of worship	1 per 3 seats main assembly room
All other public/institutional	1 per 300 sf of gross floor area
Retail Sales, Service, Entertainment	
Child care center	1 per employee + 1 per 12 children
All other retail sales, service, entertainment	1 space for the first 1,000 sf + 1 space of each additional 750 sf

ORDINANCE FORM

Visitor Accommodations	
All visitor accommodations	1 per guest room
General Business	
All general business	1 space for each 500 square feet of gross floor area

(e) The board of supervisors may approve alternative parking standards as part of a zoning map amendment.

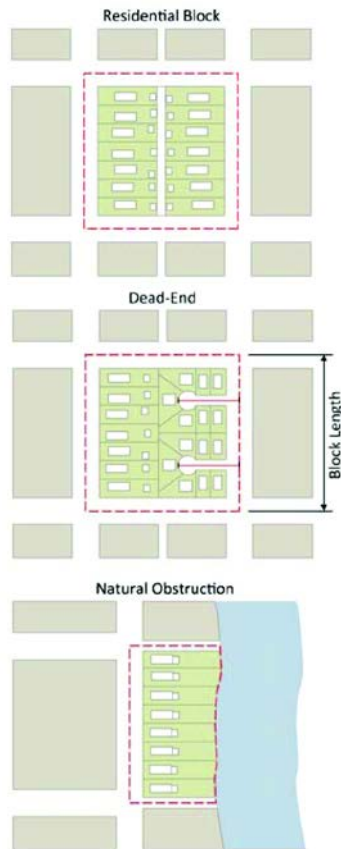
(Ord. No. 23-150, 9-25-12; Ord. No. 23-160, 1-13-15; [Ord. No. 23-181, 07-27-21](#))

§ 3. That Chapter 23-Zoning, Article 6-Mixed Use (MU) District, Section 23-6.28.7 be and are hereby **amended** and reordained as follows:

Sec. 23-6.28.7. - Streets and blocks.

(a) *Streets and blocks in the MU district.* The requirements of the design standards manual apply in the mixed use (MU) district, as specifically modified in this section. Sidewalks, streets, street trees and street lights must be installed and constructed for both new ~~streets~~ and existing streetscapes.

ORDINANCE FORM



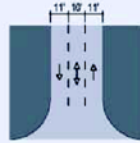
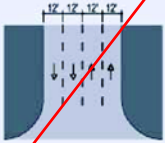
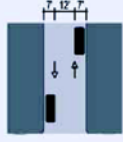
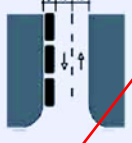
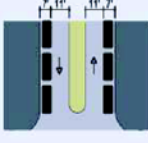
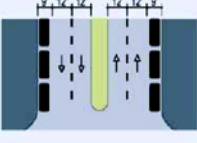
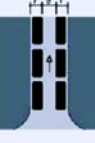
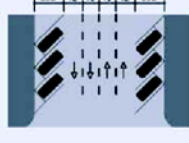
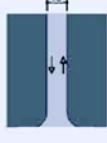
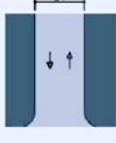
(b) *Blocks.*

- (1) *Applicability.* The block length and perimeter standards apply to preliminary plats, final plats and site plans.
- (2) *Block standards in the MU-1, MU-2, MU-3 district.*
 - a. Residential blocks must have sufficient width to provide for two (2) tiers of residential lots, except where single tier lots are required to accommodate single-loaded streets where across from a public park or open space, to allow for unusual topographical conditions, or when adjacent to the outer perimeter of a subdivision.
 - b. The maximum block perimeter shall be four thousand four hundred (4,400) feet.
 - c. The maximum block length shall be one thousand five hundred (1,500) feet.
 - d. The maximum block length for a dead end street shall be three hundred (300) feet.
- (3) *Block standards in the MU-4, MU-5 district.*
 - a. The maximum block perimeter shall be two thousand four hundred (2,400) feet.
 - b. The maximum block length shall be seven hundred (700) feet.
 - c. The maximum block length for a dead end street shall be three hundred (300) feet.
- (4) *Block measurement.*
 - a. A block is bounded by a street (not including an alley) that meets the requirements of this section.
 - b. Block perimeter is measured along the centerline of intersecting streets that encompass the block.

ORDINANCE FORM

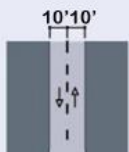
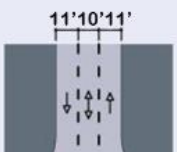
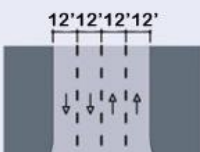
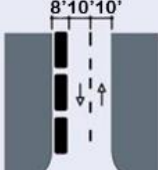
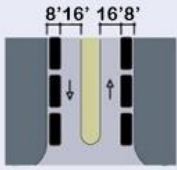
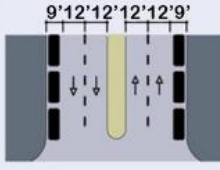
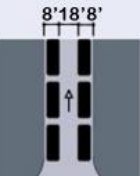
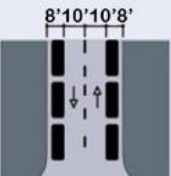
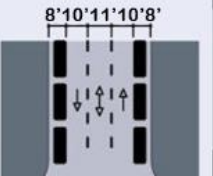
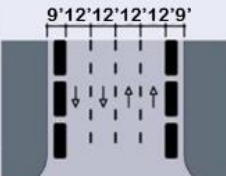
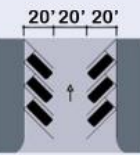
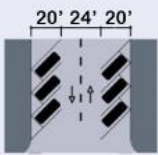
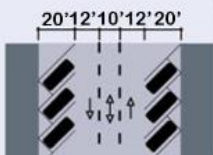
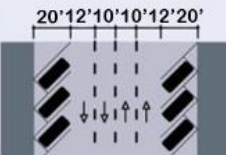
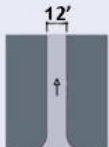
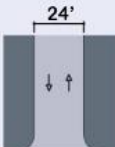
- c. Block length is measured from centerline to centerline of intersecting streets.
 - d. The maximum block length or perimeter may be extended in the event that steep slopes in excess of twenty-five (25) percent, freeways, waterways, railroad lines, preexisting development, tree conservation areas, stream buffers, cemeteries, open space, or easements make the maximum block length or perimeter unfeasible.
 - e. The maximum block length and perimeter may be extended by twenty-five (25) percent, if the block includes a pedestrian passage that meets the requirements of this section.
 - f. A block may be broken by a civic building, public park, or open lot, provided the lot is at least fifty (50) feet wide and provides a pedestrian passage meeting the requirements this section.
- (c) *Street types.* This section provides general guidelines for the construction of new streets in the MU district and is intended to provide a catalog of minimum dimensions for travel lane and on-street parking widths subject to review and approval during the site plan review process for use on private streets.

ORDINANCE FORM

	ONE WAY MOVEMENT		TWO WAY MOVEMENT		
a. NO PARKING					
b. YIELD PARKING					
c. PARKING ONE SIDE PARALLEL					
d. PARKING BOTH SIDES PARALLEL					
e. PARKING BOTH SIDES DIAGONAL					
f. PARKING ACCESS					

ORDINANCE FORM

MIXED USE (MU) STREET TYPES AND LANE DIMENSIONS

a. NO PARKING (ALLEY ONLY)				
b. NO PARKING (STREETS)	ONE WAY MOVEMENT	TWO WAY MOVEMENT		
				
c. PARKING ONE SIDE PARALLEL (STREETS)	ONE WAY MOVEMENT	TWO WAY MOVEMENT		
				
d. PARKING BOTH SIDES PARALLEL (STREETS)	ONE WAY MOVEMENT	TWO WAY MOVEMENT		
				
e. PARKING BOTH SIDES DIAGONAL (STREETS)	ONE WAY MOVEMENT	TWO WAY MOVEMENT		
				
f. PARKING ACCESS	ONE WAY MOVEMENT	TWO WAY MOVEMENT		
				

ORDINANCE FORM

- (d) The board of supervisors may approve alternative streets and blocks standards as part of a zoning map amendment.

(Ord. No. 23-150, 9-25-12; Ord. No. 23-160, 1-13-15; Ord. No. 23-181, 07-27-21)

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

CA21-0003 Public Hearing

Ordinance 23-181- Chapter 23- Zoning, Mixed Use Streets and Residential Parking Standards

July 27, 2021

Board of Supervisors

Recommendation

- At public hearing on June 16, 2021 the Planning Commission recommended approval of CA21-0003: Ordinance No. 23-181-Mixed Use Streets and Residential Parking Standards with vote 6-0.
- Staff recommends approval of CA21-0003: Ordinance No. 23-181-Mixed Use Streets and Residential Parking Standards.

Proposed Amendments

- Initiated for public hearing by the Planning Commission on April 21, 2021.
- Address concerns of FREM, Zoning, Transportation about Mixed Use Zoning road standards resulting in narrow travelways
- Address off-street residential parking concerns also identified by FREM, Zoning, Transportation
- Amendments are expected to create easier to navigate neighborhoods for emergency services, citizens, visitors, delivery and moving trucks and reduce frequency of parking along roads whose dimensions are not conducive or intended for on-street parking.



Images: Spotsylvania FREM

EXISTING MU STREETS TABLE

	ONE WAY MOVEMENT		TWO WAY MOVEMENT		
a. NO PARKING					
b. NO PARKING (STREETS)					
c. PARKING ONE SIDE PARALLEL					
d. PARKING BOTH SIDES PARALLEL					
e. PARKING BOTH SIDES DIAGONAL					
f. PARKING ACCESS					

PROPOSED MU STREETS TABLE

MIXED USE (MU) STREET TYPES AND LANE DIMENSIONS

	ONE WAY MOVEMENT		TWO WAY MOVEMENT		
a. NO PARKING (ALLEY ONLY)					
b. NO PARKING (STREETS)					
c. PARKING ONE SIDE PARALLEL (STREETS)					
d. PARKING BOTH SIDES PARALLEL (STREETS)					
e. PARKING BOTH SIDES DIAGONAL (STREETS)					
f. PARKING ACCESS					

Chapter 23, Article 6: Division 28- Mixed Use (MU) District.

- Sec. 23-6.28.7- Streets and Blocks, an amendment for clarity specific to subsection (a), the text amendment is meant to clarify language to apply to “both new and existing streets” as opposed to “both new streets and existing streetscapes”.

Chapter 23, Article 5: Division 9- Off-Street Parking

Dwelling, Multiple-Family	1.6 spaces per unit
<u>0—1 bedroom</u>	<u>1 per unit and 1 visitor space in common area per 5 units</u>
<u>2 bedrooms</u>	<u>1.5 per unit and 1 visitor space in common area per 5 units</u>
<u>3+ bedrooms</u>	<u>2.0 per unit and 1 visitor space in common area per 5 units</u>
Dwelling, Single-Family Attached	2 <u>onsite</u> spaces per unit, <u>and 1 visitor space in common area per 3 units.</u> however only 1 such space must have convenient access to the dwelling unit <u>Garage or carport spaces cannot be counted toward minimum onsite parking.</u>
Dwelling, Single-Family Detached	2 <u>onsite</u> spaces per unit, provided that only 1 such space must have convenient access to a street <u>Garage or carport spaces cannot be counted toward minimum onsite parking.</u>

Chapter 23, Article 6: Division 28- Mixed Use (MU) District.

Land Use	
Residential	
Dwelling, single-family detached and two family	<u>2 onsite spaces per unit. Garage or carport spaces cannot be counted toward minimum onsite parking.</u>
<u>Dwelling, single-family attached</u>	<u>2 onsite spaces per unit, and 1 visitor space in common area per 3 units. Garage or carport spaces cannot not be counted toward minimum onsite parking.</u>
Dwelling, multiple-family	
<u>0—1 bedroom</u>	<u>1 per unit and 1 visitor space in common area per 5 units</u>
<u>2 bedrooms</u>	<u>1.5 per unit and 1 visitor space in common area per 5 units</u>
<u>3+ bedrooms</u>	<u>2.0 per unit and 1 visitor space in common area per 5 units</u>
0—1 bedroom	.75 per unit + 1 visitor per 5 units
2 bedrooms	1.5 per unit + 1 visitor per 5 units
3+ bedrooms	2.0 per unit + 1 visitor per 5 units

Recommendation

- At public hearing on June 16, 2021 the Planning Commission recommended approval of CA21-0003: Ordinance No. 23-181-Mixed Use Streets and Residential Parking Standards with vote 6-0.
- Staff recommends approval of CA21-0003: Ordinance No. 23-181-Mixed Use Streets and Residential Parking Standards.

Spotsylvania County Planning Commission

Board Room – Holbert Building, 9104 Courthouse Road, Spotsylvania VA 22553

MINUTES: April 21, 2021

Call to Order: Ms. Maddox called the meeting to order at 7:00 p.m.

Members Present:

Mary Lee Carter	Lee Hill
Jennifer Maddox	Berkeley
Richard Thompson	Courtland
Dr. Raymond Bell	Salem
Jacob Lane	Livingston
C. Travis Bullock	Battlefield (arrived at 7:05)
Gerald Childress	Chancellor

Staff Present:

Paulette Mann, Planning Commission Secretary
B. Leon Hughes, AICP, Director of Planning & Zoning
Alexandra Spaulding, Senior Assistant County Attorney
Kimberly Pomatto, CZA, Deputy Director of Planning & Zoning
Phil Sullivan, Fire Marshal
Shannon Fennell, Planner III
Paul Agnello, AICP, Traffic Engineer
Jacob Pastwik, AICP, Planner III
Wanda Parrish, AICP, Asst. County Administrator - CDG

Announcements: Mr. Hughes updated the Commission on upcoming cases, what's on the TRC agendas and community meetings.

Review and approval of minutes

Motion and vote: On a motion by Ms. Carter seconded by Mr. Thompson, the Commission voted to approve the minutes of April 7, 2021.

VOTE:

Ayes: 7 Dr. Bell, Ms. Carter, Mr. Bullock, Ms. Maddox, Mr. Lane, Mr. Thompson and Mr. Childress

Nays: 0

Absent: 0

Abstain: 0

Public Hearing(s):

R20-0009 Sunshine Lodging LLC (VRE Harrison Road, LLC): Requests a rezoning of two (2) parcels consisting of approximately 2.32 acres from Commercial 2 (C-2) to Commercial 3 (C-3) with proffers for the development of a convenience store and fuel dispensing service. The

County reconsider moving their property from Orange County to Spotsylvania County. Ms. Maddox closed the public hearing.

The Commission discussed the property referenced in the letter. Ms. Parrish reminded them that this is the property that is completely surrounded by Spotsylvania County. She noted that it is not currently a primary residence so there is no impact on school children. It is a short term rental home. There was no way for this parcel to remain an Orange County parcel due to its location completely within Spotsylvania County.

Ms. Carter inquired about the tax rate.

Ms. Parrish stated that there is a \$.20 difference in the tax rate in Orange. They are lower.

Ms. Maddox reminded the Commission that this property has already been assigned to Spotsylvania and the only task before the Commission is the zoning.

Motion and vote: On a motion by Mr. Lane seconded by Mr. Thompson, the Commission voted to approve rezoning.

VOTE:

Ayes: 7 Dr. Bell, Ms. Carter, Mr. Bullock, Ms. Maddox, Mr. Lane, Mr. Thompson and Mr. Childress

Nays: 0

Absent: 0

Abstain: 0

Discussion Item(s):

Zoning Update: Ordinance 23-181 – Mixed Use Streets & Residential parking Standards, Request to initiate Public Hearing Advertising

Mr. Pastwik presented the proposed amendment. Planning staff, working with County FREM, Transportation and Zoning have drafted proposed changes to the County Zoning ordinance meant to address parking capacity and travelway width concerns raised by FREM recently. Ultimately these amendments are expected to create easier to navigate neighborhoods for emergency services, citizens, visitors, delivery and moving trucks and reduce frequency of parking along roads whose dimensions are not conducive or intended for on street parking. County FREM has raised concerns about some of the County Mixed Use road standards providing insufficient passable travelway for emergency vehicles such as ladder trucks compounded by instances of insufficient availability of visitor parking resulting in parking along roads where vehicles ought not be parked. A representative from FREM will be invited to attend the meeting and will be able to describe challenges seen “on the ground”. The proposed amendments are intended to address this two-fold

issue. Parking revisions are expected to result in additional parking availability in single family attached communities where provision of adequate parking for visitors has proven to be problematic in some newer developments, especially in those developments zoned Mixed Use (Mu). Off-street parking standards have also been updated for single family attached uses and multi-family. Though off-street parking standards for single family attached communities differ by locality, the proposed changes are not vastly different than other localities in Virginia. New Kent County employs a similar standard as proposed. The draft would increase the number of minimum parking spaces for single family attached/townhome communities from 2 spaces per unit, however only 1 such space must have convenient access to the dwelling unit, to 2 onsite spaces per unit, and 1 visitor space per 3 units in common area. This change would appear as part of the Mixed Use (Mu) parking standard as well as the General Development Standards for all other zoning districts that include single family attached. As part of the draft amendment, staff also proposes creating an equal standard for off-street parking for multi-family developments. At present the County has two separate standards. The first is located in Zoning Chapter 23, Article 5: Division 9- Off-Street Parking with application to all zoning districts where multi-family uses are permitted, except for the Mixed Use (Mu) district where a separate standard exists. For Mixed Use (Mu), multi-family parking standards are located in Chapter 23, Article 6: Division 28- Mixed Use (MU) District. Under the draft proposal, the multi-family parking standard presently adopted in the Mixed Use (Mu) ordinance would also apply under General Development Standards applicable to all other Zoning Districts with multi-family uses. Staff believes the Mixed Use standard is more favorable as it is bedroom count based as opposed to a single standard applied to any and all bedroom count projects. Specific details of the proposed amendments are outlined below: DRAFT Ordinance 23-181: Chapter 23, Article 5: Division 9- Off-Street Parking Sec. 23-5.9.3- Minimum Required Parking Spaces. Amendments are specific to residential parking standards. For dwelling, multi-family, remove minimum parking standard of 1.6 spaces per unit, replacing it with a per unit, bedroom-count-based, minimum standard as follows: 0-1 bedroom, 1 per unit and 1 visitor space per 5 units in common area; 2 bedrooms, 1.5 per unit and 1 visitor space per 5 units in common area; 3+ bedrooms, 2.0 per unit and 1 visitor space per 5 units in common area. For dwelling, single family attached, amend the current minimum parking standard of 2 spaces per unit, to require 2 onsite spaces per unit, and 1 visitor space per 3 units in common area, resulting in increased assurance of onsite spaces and provision for additional visitor spaces. For dwelling, single family detached, amend the current minimum parking standard of 2 spaces per unit, to require a minimum of 2 parking spaces per unit, specifying they both be onsite. DRAFT Ordinance 23-181: Chapter 23, Article 6: Division 28- Mixed Use (MU) District. Sec. 23-6.28.6- Parking. Amendments are specific to residential parking standards. For dwelling, multi family, as a clean-up item to consolidate parking standards into two cells within the minimum parking spaces table. A substantive amendment specific to provision of minimum parking for dwelling, multi-family, units of 0-1 bedrooms removes standard of .75 per unit +1 visitor per 5 units to 1 per unit and 1 visitor per 5 units in common area. Minimum parking standards for 2 bedroom and 3+

bedroom units remain unchanged but specify parking spaces are to be located in common area. For dwelling, single family attached, a new parking standard has been introduced to address the land use and matches standard established in the General Development Standards applicable to other Zoning Districts. As a new standard within the Mixed Use Zoning District, dwelling, single family attached now requires a minimum 2 onsite spaces per unit, and 1 visitor space per 3 units in common area. For dwelling, single family detached, the new standard removes reference to “and two family”, and clarifies the minimum parking standard to require a minimum 2 onsite spaces per unit, replacing 2 per unit. Sec. 23-6.28.7- Streets and Blocks. Specific to subsection (a), the text amendment is meant to clarify language to apply to “both new and existing streets” as opposed to “both new streets and existing streetscapes”. Specific to subsection (c) the existing Mixed Use Street Types and Lane Dimensions Table would be removed and replaced to require road configurations better suited to accommodate large vehicles including delivery trucks, moving trucks, and fire, rescue, emergency management equipment. The revised table has been reorganized and font size increased for easier interpretation. Revisions to the aforementioned table include: No parking streets and new alley standard clarify that no parking streets and no parking alleys include no parking signs. Alley standards with no parking require an 18’ travelway; provision for no parking streets with one-way movement include one 18’ lane or two 10’ lanes, replacing standard of one 10’ or two 8’ lanes; two-way movement no parking streets include two 10’ lanes, replacing two 9’ lanes. Yield parking streets are removed. Parking one side parallel street standard specifies need for no parking signs on opposite side of street where parking not intended. Amendments to street standards for parking one side streets include: a single 18’ travel lane for one-way movement with 8’ parallel parking space, replacing one 9’ lane with 7’ parallel parking space. For two lane divided two-way movement to require 16’ travel lanes with 8’ wide parallel parking spaces, replacing 11’ travel lane with 7’ width parallel parking spaces. For streets with parallel parking on both sides and one-way movement, travelway of 18’ with 8’ wide parallel parking spaces on either side of street proposed to replace travelway of 9’ with two 7’ wide parallel parking spaces on either side of street. For streets with diagonal parking in all instances the diagonal space standard would be increased to 20’, replacing 16.5’ to accommodate larger vehicles and reduce travelway intrusion. Parking access standards for connector roads between parking lots remove 10’ wide single lane two-way traffic standard with a one way 12’ lane standard. Two-way movement is accommodated with an existing 24’ wide standard to remain. All other Mixed Use Streets standards remain within the reorganized table format.

Staff recommends that the Planning Commission initiate the ordinance amendment for public hearing with the following motion: Based upon the public necessity, convenience, the general welfare, good zoning practices and compliance with the Virginia Code, I move that the Planning Commission initiate changes to the Spotsylvania County Ordinances found in Chapter 23, amending provisions related to Article 5: Division 9- Off-Street Parking and Article 6: Division 28- Mixed Use (MU) District.

Mr. Phil Sullivan discussed the issues that they are seeing while in the field.

Mr. Thompson stated that these types of streets are deliberately designed this way to do away with cars.

Ms. Carter asked about the street width requirement.

Mr. Pastwik stated that Mixed Use uses a different set of numbers.

Mr. Sullivan stated that residents have called FREM with concerns that they may not be able to receive help due to the roads being impassable when people park on the streets.

Mr. Bullock inquired if New Post is one area of concern.

Mr. Sullivan stated yes.

Ms. Carter advised that staff measure the subdivision streets in the Lee's Hill subdivisions.

Motion and vote: On a motion by Ms. Maddox seconded by Mr. Thompson, the Commission voted to initiate the code amendment public hearing.

VOTE:

Ayes: 7 Dr. Bell, Ms. Carter, Mr. Bullock, Ms. Maddox, Mr. Lane, Mr. Thompson and Mr. Childress

Nays: 0

Absent: 0

Abstain: 0

2021 Spotsylvania County Comprehensive Plan Public Hearing Initiation Request

Motion and vote: On a motion by Ms. Maddox seconded by Mr. Thompson, the Commission voted to initiate the Comprehensive Plan Amendment public hearing.

VOTE:

Ayes: 7 Dr. Bell, Ms. Carter, Mr. Bullock, Ms. Maddox, Mr. Lane, Mr. Thompson and Mr. Childress

Nays: 0

Absent: 0

Abstain: 0

Public Comment: None

New Business:

Motion and vote: On a motion by Ms. Maddox seconded by Mr. Thompson, the Commission voted to cancel their May 5, 2021 meeting.

VOTE:

Ayes: 6 Dr. Bell, Ms. Carter, Mr. Bullock, Ms. Maddox, Mr. Thompson and Mr. Childress
Nays: 1 Mr. Lane
Absent: 0
Abstain: 0

Adjournment

Motion and vote: On a motion by Mr. Lane, seconded by Mr. Thompson, a motion was made to adjourn.

VOTE:

Ayes: 7 Dr. Bell, Ms. Carter, Mr. Lane, Mr. Bullock, Ms. Maddox, Mr. Childress, and Mr. Thompson
Nays: 0
Absent: 0
Abstain: 0

The meeting adjourned at 9:30 p.m.

Minutes approved May 19, 2021

Spotsylvania County Planning Commission

DRAFT

Board Room – Holbert Building, 9104 Courthouse Road, Spotsylvania VA 22553

MINUTES: June 16, 2021

Call to Order: Ms. Maddox called the meeting to order at 7:00 p.m.

Members Present:

Mary Lee Carter	Lee Hill
Jennifer Maddox	Berkeley
Richard Thompson	Courtland
Dr. Raymond Bell	Salem
Jacob Lane	Livingston
Gerald Childress	Chancellor
Travis Bullock	Battlefield

Members Absent: Jacob Lane Livingston

Staff Present:

Paulette Mann, Planning Commission Secretary
B. Leon Hughes, AICP, Director of Planning & Zoning
Kimberly Pomatto, CZA, Deputy Director of Planning & Zoning
Alexandra Spaulding, Senior Assistant County Attorney
Brad Robinson, CZA, Planner II
Shannon Fennell, Planner III
Jacob Pastwik, AICP, Planner III
Phil Sullivan, Deputy Fire Marshal

Announcements: Mr. Hughes updated the Commission on upcoming cases, what's on the TRC agendas and community meetings.

Review and approval of minutes

Motion and vote: On a motion by Mr. Thompson seconded by Mr. Childress, the Commission voted to approve the minutes of May 19, 2021.

VOTE:

Ayes: 6 Dr. Bell, Ms. Carter, Mr. Bullock, Ms. Maddox, Mr. Thompson and Mr. Childress
Nays: 0
Absent: 0
Abstain: 0

Unfinished Business: None

Rezoning

5. The 100-foot vegetation preservation buffer as depicted on sheet Z-2 of the GDP will remain undisturbed and will be allowed to naturally reforest with the exception of the 20-foot wide access road as identified on the GDP.

The motion passed 6-0.

Amendment:

CA21-0003: Spotsylvania County Planning Commission, Ordinance No. 21-181: Proposed amendments to the Code of the County of Spotsylvania (“Code”), Chapter 23- Zoning, Article 5, Division 9- Off-Street Parking, and Chapter 23-Zoning, Article 6, Mixed Use (MU) District, as follows:

Chapter 23, Article 5: Division 9- Off-Street Parking

Sec. 23-5.9.3- Minimum Required Parking Spaces. Amendments are specific to residential parking standards. For multi-family dwelling units, remove minimum parking standard of 1.6 spaces per unit, replacing it with a per unit, bedroom-count-based, minimum standard as follows: 0-1 bedroom, 1 per unit and 1 visitor space in common area per 5 units; 2 bedrooms, 1.5 per unit and 1 visitor space in common area per 5 units; 3+ bedrooms, 2.0 per unit and 1 visitor space in common area per 5 units. For single family attached dwelling units, amend the current minimum parking standard of 2 spaces per unit, to require 2 onsite spaces per unit, and 1 visitor space in common area per 3 units. Garage or carport spaces cannot be counted toward minimum onsite parking. Amendments result in increased assurance of onsite spaces and provision for additional visitor spaces. For single family detached dwelling units, amend the current minimum parking standard of 2 spaces per unit, to require a minimum of 2 parking spaces per unit, specifying they both be onsite. Garage or carport spaces cannot be counted toward minimum onsite parking.

Chapter 23, Article 6: Division 28- Mixed Use (MU) District

Sec. 23-6.28.6- Parking. Amendments are specific to residential parking standards. For multi-family dwelling units, as a clean-up item to consolidate parking standards into two cells within the minimum parking spaces table. A substantive amendment specific to provision of minimum parking for dwelling, multi-family, units of 0-1 bedrooms removes standard of .75 per unit +1 visitor per 5 units to 1 per unit and 1 visitor per 5 units in common area. Minimum parking standards for 2 bedroom and 3+ bedroom units remain unchanged but specify parking spaces are to be located in common area. For single family attached dwelling units, a new parking standard has been introduced to address the land use and matches standard established in the General Development Standards applicable to other Zoning Districts. As a new standard within the Mixed Use Zoning District, single family attached dwelling units now requires a minimum 2 onsite spaces per unit, and 1 visitor space per 3 units in common area. Garage or carport spaces cannot be counted toward minimum onsite parking. For single family detached dwelling units, the new standard removes reference to “and two family”, and clarifies the minimum parking standard to require a minimum 2 onsite spaces per unit, replacing 2 per unit. Garage or carport spaces cannot be counted toward minimum onsite parking.

Sec. 23-6.28.7- Streets and Blocks. Specific to subsection (a), the text amendment is meant to clarify language to apply to “both new and existing streets” as opposed to “both new streets and existing streetscapes”. Specific to subsection (c) the existing Mixed Use Street Types and Lane Dimensions Table would be removed and replaced to require road configurations better suited to accommodate large vehicles including delivery trucks, moving trucks, and fire, rescue, emergency management equipment. The revised table has been reorganized and font size increased for easier interpretation. Revisions to the aforementioned table include: No parking streets and new alley standard clarify that no parking streets and no parking alleys include no parking signs. Alley standards with no parking require an 18’ travelway; provision for no parking streets with one-way movement include one 18’ lane or two 10’ lanes, replacing standard of one 10’ or two 8’ lanes; two-way movement no parking streets include two 10’ lanes, replacing two 9’ lanes. Yield parking streets are removed. Parking one side parallel street standard specifies need for no parking signs on opposite side of street where parking not intended. Amendments to street standards for parking one side streets include: a single 18’ travel lane for one-way movement with 8’ parallel parking space, replacing one 9’ lane with 7’ parallel parking space. For two lane divided two-way movement to require 16’ travel lanes with 8’ wide parallel parking spaces, replacing 11’ travel lane with 7’ width parallel parking spaces. For streets with parallel parking on both sides and one-way movement, travelway of 18’ with 8’ wide parallel parking spaces on either side of street proposed to replace travelway of 9’ with two 7’ wide parallel parking spaces on either side of street. For streets with diagonal parking in all instances the diagonal space standard would be increased to 20’, replacing 16.5’ to accommodate larger vehicles and reduce travelway intrusion. Parking access standards for connector roads between parking lots remove 10’ wide single lane two-way traffic standard with a one way 12’ lane standard. Two-way movement is accommodated with an existing 24’ wide standard to remain. All other Mixed Use Streets standards remain within the reorganized table format.

Mr. Pastwik presented the case. Planning staff, working with County Fire, Rescue, and Emergency Management (FREM), Transportation and Zoning have drafted proposed changes to the County Zoning ordinance meant to address parking capacity and travel way width concerns raised by FREM recently. These amendments are expected to create easier to navigate neighborhoods for emergency services, citizens, visitors, delivery and moving trucks, and reduce frequency of parking along roads with dimensions that are not conducive or intended for on street parking. County FREM has raised concerns about some of the County Mixed-Use(MU) road standards providing insufficient passable travel ways for emergency vehicles such as ladder trucks compounded by instances of insufficient availability of visitor parking resulting in parking along roads where vehicles ought not be parked. Mr. Phil Sullivan, FREM Division Chief was in attendance and available to provide “on the ground” insight. The proposed amendments are intended to address this two-fold issue. Parking revisions are expected to result in additional parking availability in single family attached communities where provision of adequate parking for visitors has proven to be problematic in some newer developments, particularly those developments zoned Mixed-Use(MU). Off-street parking standards have also been updated for

single family detached and multi-family. Though off-street parking standards for single family attached communities differ by locality, the proposed changes are not vastly different than other localities in Virginia. New Kent County employs a similar standard as proposed. The draft would increase the number of minimum parking spaces for single family attached/townhome communities from 2 spaces per unit, however only 1 such space must have convenient access to the dwelling unit, to 2 onsite spaces per unit, and 1 visitor space per 3 units in common area. Resulting from Planning Commission direction received at the April 21, 2021 Public Hearing Initiation, the draft specifies that garage or carport parking would not be counted toward the minimum parking standard. This change would appear as part of the Mixed Use (MU) parking standard as well as the General Development Standards for all other zoning districts that include single family attached. As part of the draft amendment, staff also proposes creating an equal standard for off-street parking for multi-family developments. At present the County has two separate standards. The first is located in Zoning Chapter 23, Article 5: Division 9- Off-Street Parking with application to all zoning districts where multi-family uses are permitted, except for the Mixed Use(MU) district where a separate standard exists. For Mixed Use(MU), multi-family parking standards are located in Chapter 23, Article 6: Division 28- Mixed Use (MU) District. Under the draft proposal, the multi-family parking standard presently adopted in the Mixed Use (MU) ordinance would also apply under General Development Standards applicable to all other Zoning Districts with multi-family uses. Staff asserts the Mixed Use(MU) standard is more favorable as it is bedroom count based as opposed to a single standard applied to any and all bedroom count projects. Specific details of the proposed amendments are outlined below: DRAFT Ordinance 23-181: Chapter 23, Article 5: Division 9- Off-Street Parking Sec. 23-5.9.3- Minimum Required Parking Spaces. Amendments are specific to residential parking standards. For dwelling, multi-family, remove minimum parking standard of 1.6 spaces per unit, replacing it with a per unit, bedroom-count-based, minimum standard as follows: 0-1 bedroom, 1 per unit and 1 visitor space in common area per 5 units; 2 bedrooms, 1.5 per unit and 1 visitor space in common area per 5 units; 3+ bedrooms, 2.0 per unit and 1 visitor space in common area per 5 units. For dwelling, single family attached, amend the current minimum parking standard of 2 spaces per unit, to require 2 onsite spaces per unit, and 1 visitor space per 3 units in common area, resulting in increased assurance of onsite spaces and provision for additional visitor spaces. For dwelling, single family detached, amend the current minimum parking standard of 2 spaces per unit, to require a minimum of 2 parking spaces per unit, specifying they both be onsite. For both single family detached and attached units, garage and carport spaces cannot be counted toward minimum onsite parking. DRAFT Ordinance 23-181: Chapter 23, Article 6: Division 28- Mixed Use(MU) District. Sec. 23-6.28.6- Parking. Amendments are specific to residential parking standards. For dwelling, multi family, as a clean-up item to consolidate parking standards into two cells within the minimum parking spaces table. A substantive amendment specific to provision of minimum parking for dwelling, multi-family, units of 0-1 bedrooms removes standard of .75 per unit +1 visitor per 5 units to 1 per unit and 1 visitor per 5 units in common area. Minimum parking

standards for 2 bedroom and 3+ bedroom units remain unchanged but specify parking spaces are to be located in common area. For dwelling, single family attached, a new parking standard has been introduced to address the land use and matches a standard established in the General Development Standards applicable to other Zoning Districts. As a new standard within the Mixed Use(MU) Zoning District, dwelling, single family attached now requires a minimum 2 onsite spaces per unit, and 1 visitor space in common area per 3 units. For dwelling, single family detached, the new standard removes reference to “and two family”, and clarifies the minimum parking standard to require a minimum 2 onsite spaces per unit, replacing 2 per unit. For both single family detached and attached units, garage and carport spaces cannot be counted toward minimum onsite parking. Sec. 23-6.28.7- Streets and Blocks. Specific to subsection (a), the text amendment is meant to clarify language to apply to “both new and existing streets” as opposed to “both new streets and existing streetscapes”. Specific to subsection (c) the existing Mixed Use(MU) Street Types and Lane Dimensions Table would be removed and replaced to require road configurations better suited to accommodate large vehicles including delivery trucks, moving trucks, and fire, rescue, emergency management equipment. The revised table has been reorganized and font size increased for easier interpretation. Revisions to the aforementioned table include: No parking streets and new alley standard clarify that no parking streets and no parking alleys include no parking signs. Alley standards with no parking require an 18’ travel way; provision for no parking streets with one-way movement include one 18’ lane or two 10’ lanes, replacing standard of one 10’ or two 8’ lanes; two-way movement no parking streets include two 10’ lanes, replacing two 9’ lanes. Yield parking streets are removed. Parking one side parallel street standard specifies need for no parking signs on opposite side of street where parking not intended. Amendments to street standards for parking one side streets include: a single 18’ travel lane for one-way movement with 8’ parallel parking space, replacing one 9’ lane with 7’ parallel parking space. For two lane divided two-way movement to require 16’ travel lanes with 8’ wide parallel parking spaces, replacing 11’ travel lane with 7’ width parallel parking spaces. For streets with parallel parking on both sides and one-way movement, travel way of 18’ with 8’ wide parallel parking spaces on either side of street proposed to replace travel way of 9’ with two 7’ wide parallel parking spaces on either side of street. For streets with diagonal parking in all instances the diagonal space standard would be increased to 20’, replacing 16.5’ to accommodate larger vehicles and reduce travel way intrusion. Parking access standards for connector roads between parking lots remove 10’ wide single lane two-way traffic standard with a one way 12’ lane standard. Two-way movement is accommodated with an existing 24’ wide standard to remain. All other Mixed Use(MU) Streets standards remain within the reorganized table format.

Staff recommends the Planning Commission approve CA21-0003, Ordinance No. 23-181- Mixed Use Streets and Residential Parking Standards.

Mr. Thompson inquired whether FREM was in agreement with the proposed.

Mr. Pastwik stated yes and Mr. Sullivan agreed.

Mr. Childress inquired if anything could be done regarding existing conditions of developments.

Mr. Sullivan stated that some developments have taken matters into their own hands to make the situation better. He stated that FREM fully endorses what Planning is doing here. He stated that they would be working with the existing developments as they see the issues in the field.

Ms. Carter inquired if the developments are willing to work with staff.

Mr. Sullivan stated yes, so far all have been positive encounters.

Mr. Childress thanked staff for a great job.

Motion and vote: Mr. Thompson made a motion, seconded by Mr. Bell to recommend approval of the amendment of the code. The motion passed 6-0.

Public Comment:

New Business:

Mr. Bullock apologized for missing the worksession portion of the meeting.

Adjournment

Motion and vote: On a motion by Mr. Thompson, seconded by Mr. Childress, the Commission voted to adjourn. The motion passed 6-0.

The meeting adjourned at 9:00 p.m.

(To: Display Advertising (Classified Section))

Please run the following ad on **Tuesday, July 13, 2021 and Tuesday, July 20, 2021** in the **Free Lance-Star**. with the usual format: bold border; Spotsylvania County seal; 2 columns wide; underline as shown; larger, darker print for underlined portions. (Ref. P O # 9518)

PUBLIC NOTICE

The Spotsylvania County Board of Supervisors will hold a public hearing at 6:00 p.m. on Tuesday, July 27 2021 in the Holbert Building located at 9104 Courthouse Road, Spotsylvania, Va. 22553, to consider the following:

Special Use Permit(s):

SUP21-0002 - Gilman Land and Timber LLC (Cellco Partnership): Requests a special use permit for a 195-foot monopole communication tower with a 4-foot lightning rod, for a total of 199 feet in height, on an approximately 91.76-acre parcel zoned Rural (RU) District. The property is located on the south side of Guinea Station Road (Route 607) approximately 706 feet east of Flippo Drive (Route 634) and approximately 1,500 feet west of the Caroline County line. The property is addressed as 3800 Guinea Station Road and identified as Tax Parcel 64-A-3. The property is designated as Rural Residential on the Future Land Use Map of the Comprehensive Plan. Berkeley Voting District.

Rezoning(s):

R20-0008 Linda C. Curtis and Leigh Ann Curtis-Chapman (Rappahannock Development Group, LLC): Requests a rezoning of three (3) parcels consisting of approximately 48.42 acres from Residential 1 (R-1) to Planned Development Housing 3 (PDH-3) with proffers for the development of 101 single family detached dwelling units. The properties are located on the south side of Piedmont Drive (Route 673) approximately 0.4 miles from its intersection with Harrison Road (Route 620). The properties are addressed as 11501 Piedmont Drive, 11513 Piedmont Drive, and 6020 Harrison Road. The properties are located within the Primary Development Boundary. The properties are designated for Low Density Residential on the Future Land Use Map of the Comprehensive Plan. Tax parcels 22 (A) 103, 22 (11) 4B, 22 (11) 5. Salem Voting District.

Amendment(s):

CA21-0002: Spotsylvania County Board of Supervisors, Ordinance No. 14-18: Proposed amendments to the Code of the County of Spotsylvania, Chapter 14 Article 1- Offenses and Miscellaneous, Section 10 – Camping and Use or Storage of Camping Equipment.

Amendments include the restructuring of the provision to create a definitions section in 10-14.1 and create a new section 10-14.2 that was the former 10-14.1, and amended as follows:

Chapter 14, Article 1-Section 10- Camping and Use or Storage of Camping Equipment

Section 10-14.1 of the proposed amendment includes the addition of the following defined terms:

Camper means a person or persons camping or utilizing a camping device or camp site for the purposes of camping or temporary occupancy.

Camping or Camping Event means to temporarily occupy a camping device or camp site, with or without a camping device.

Camping Device means any natural or man-made tent, tarp, lean-to, camping trailer, recreational vehicle, or similar device or structure, established or maintained and operated for purposes of temporary occupancy.

Camping devices must be in operable condition, inspected and registered by the Virginia Department of Motor Vehicles, if required.

Camping Device Storage means the placement of any camping device in a visible location when it is not actively in use. A stored camping device cannot be occupied or connected to a septic system. Any device that does not meet both those criteria will be considered occupied and treated accordingly.

Camp Site means any plot of ground used for purposes of temporary occupancy, with or without a camping device, or intended for exclusive occupancy by a camping device(s).

Section 14-10.2 – amends the provisions related to camping within the County to allow property owners, or person(s) authorized by the property owner, to camp on the property owner’s property provided that adequate sewage disposal is provided and any camping event which exceeds fourteen (14) days must obtain a temporary pump and haul permit from the Virginia Department of Health in accordance with the Code of Virginia 12VAC5-610-599.2. All camping events must be in compliance with all applicable state requirements. Sewage disposal into the public sewer system is prohibited. Temporary occupancy of a camping device must be in compliance with all applicable state requirements. Permanent occupancy of a camping device is not permitted. Property owners may store camping devices on their own property provided that any camping device regulated by the Virginia Department of Motor Vehicles is in operable condition, inspected, registered and owned by the property owner where the camping device is stored. Camping is an allowable use in all zoning districts within Spotsylvania County.

CA21-0003: Spotsylvania County Planning Commission, Ordinance No. 21-181: Proposed amendments to the Code of the County of Spotsylvania (“Code”), Chapter 23- Zoning, Article 5, Division 9- Off-Street Parking, and Chapter 23-Zoning, Article 6, Mixed Use (MU) District, as follows:

Chapter 23, Article 5: Division 9- Off-Street Parking

Sec. 23-5.9.3- Minimum Required Parking Spaces. Amendments are specific to residential parking standards. For multi-family dwelling units, remove minimum parking standard of 1.6 spaces per unit, replacing it with a per unit, bedroom-count-based, minimum standard as follows: 0-1 bedroom, 1 per unit and 1 visitor space in common area per 5 units; 2 bedrooms, 1.5 per unit and 1 visitor space in common area per 5 units; 3+ bedrooms, 2.0 per unit and 1 visitor space in common area per 5 units. For single family attached dwelling units, amend the current minimum parking standard of 2 spaces per unit, to require 2 onsite spaces per unit, and 1 visitor space in common area per 3 units. Garage or carport spaces cannot be counted toward minimum onsite parking. Amendments result in increased assurance of onsite spaces and provision for additional visitor spaces. For single family detached dwelling units, amend the current minimum parking standard of 2 spaces per unit, to require a minimum of 2 parking spaces per unit, specifying they both be onsite. Garage or carport spaces cannot be counted toward minimum onsite parking.

Chapter 23, Article 6: Division 28- Mixed Use (MU) District

Sec. 23-6.28.6- Parking. Amendments are specific to residential parking standards. For multi-family dwelling units, as a clean-up item to consolidate parking standards into two cells within the minimum parking spaces table. A substantive amendment specific to provision of minimum parking for dwelling, multi-family, units of 0-1 bedrooms removes standard of .75 per unit +1 visitor per 5 units to 1 per unit and 1 visitor per 5 units in common area. Minimum parking standards for 2 bedroom and 3+ bedroom units remain unchanged but specify parking spaces are to be located in common area. For single family attached dwelling units, a new parking standard has been introduced to address the land use and matches standard established in the General Development Standards applicable to other Zoning Districts. As a new standard within the Mixed Use Zoning District, single family attached dwelling units now requires a minimum 2

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Sec. 23-6.28.7- Streets and Blocks. Specific to subsection (a), the text amendment is meant to clarify language to apply to “both new and existing streets” as opposed to “both new streets and existing streetscapes”. Specific to subsection (c) the existing Mixed Use Street Types and Lane Dimensions Table would be removed and replaced to require road configurations better suited to accommodate large vehicles including delivery trucks, moving trucks, and fire, rescue, emergency management equipment. The revised table has been reorganized and font size increased for easier interpretation. Revisions to the aforementioned table include: No parking streets and new alley standard clarify that no parking streets and no parking alleys include no parking signs. Alley standards with no parking require an 18’ travelway; provision for no parking streets with one-way movement include one 18’ lane or two 10’ lanes, replacing standard of one 10’ or two 8’ lanes; two-way movement no parking streets include two 10’ lanes, replacing two 9’ lanes. Yield parking streets are removed. Parking one side parallel street standard specifies need for no parking signs on opposite side of street where parking not intended. Amendments to street standards for parking one side streets include: a single 18’ travel lane for one-way movement with 8’ parallel parking space, replacing one 9’ lane with 7’ parallel parking space. For two lane divided two-way movement to require 16’ travel lanes with 8’ wide parallel parking spaces, replacing 11’ travel lane with 7’ width parallel parking spaces. For streets with parallel parking on both sides and one-way movement, travelway of 18’ with 8’ wide parallel parking spaces on either side of street proposed to replace travelway of 9’ with two 7’ wide parallel parking spaces on either side of street. For streets with diagonal parking in all instances the diagonal space standard would be increased to 20’, replacing 16.5’ to accommodate larger vehicles and reduce travelway intrusion. Parking access standards for connector roads between parking lots remove 10’ wide single lane two-way traffic standard with a one way 12’ lane standard. Two-way movement is accommodated with an existing 24’ wide standard to remain. All other Mixed Use Streets standards remain within the reorganized table format.

Persons interested may appear and present their views at the public hearing described above or submit written comments in accordance with the Revised Public Hearing Procedures During the Coronavirus Emergency. Any public hearing cases, including any ordinances as applicable, are on file and available in the Planning Department, located at 9019 Old Battlefield Blvd, 3rd Floor, Spotsylvania, Virginia, 22553; (540) 507-7434, and may be inspected between 8:00 a.m. and 4:30 p.m., Monday through Friday. The Board of Supervisors encourages the participation of all interested County citizens. For those with special needs, please notify the Office of the County Administrator of any accommodations you may require at least five days before the meeting you wish to attend.

Additionally, those desiring to submit written comments to be read publicly to the Board may do so immediately by going to the following website www.spotsylvania.va.us/comments, or by placing written comments in the Treasurer’s Office drop box outside the Holbert Building at 9104 Courthouse Road, Spotsylvania, VA 22553. Comments submitted via the Treasurer’s Office drop box should be in a sealed envelope which is clearly marked with **the case number**. Written comments not received by County staff by 12:00 P.M. on the day of a meeting are not required to be presented to the Board, so please plan accordingly.

Additionally, comments may be mailed to the attention of Aimee Mann at PO Box 99, Spotsylvania, VA 22553. Mailed comments must be received by close of business on the Monday prior to the Board meeting

date in order for them to be read into the public record at the hearing.

Submissions of written comments must include the citizen's name and voting district. Please construct your written comments in such manner that they are limited to three (3) minutes when read at a typical oral reading pace. For comments provided in representation of a group, the time limit is five (5) minutes.

BY ORDER OF THE SPOTSYLVANIA COUNTY BOARD OF SUPERVISORS

ED PETROVITCH, COUNTY ADMINISTRATOR

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

Meeting Date: July 27, 2021

Title: CA21-0002: Ordinance No. 14-18 Section 14-10
Camping Code Amendment

Type: Action, Ordinance, Power Point Presentation

Agenda Title: CA21-0002: Ordinance No. 14-18 Section 14-10
Camping Code Amendment

Recommendation: The Planning Commission recommends approval of
CA21-0002, Ordinance No. 14-18 with a vote of 7-0.

Staff recommends approval of CA21-0002:
Ordinance No. 14-18 Camping Code Amendment.

Amendments to Chapter 14 Article 1- Offenses and
Miscellaneous, Section 10 – Camping and Use or
Storage of Camping Equipment include the
restructuring of the provision to create a definitions
section in 10-14.1 and create a new section 10-14.2
that was the former 10-14.1, and amended as follows:

Chapter 14, Article 1-Section 10- Camping and Use
or Storage of Camping Equipment

Section 10-14.1 of the proposed amendment includes
the addition of the following defined terms:

Camper means a person or persons camping or
utilizing a camping device or camp site for the
purposes of camping or temporary occupancy.

Camping or Camping Event means to temporarily
occupy a camping device or camp site, with or
without a camping device.

Camping Device means any natural or man-made tent,
tarp, lean-to, camping trailer, recreational vehicle, or
similar device or structure, established or maintained
and operated for purposes of temporary occupancy.
Camping devices must be in operable condition,
inspected and registered by the Virginia Department of
Motor Vehicles, if required.

Camping Device Storage means the placement of any
camping device in a visible location when it is not
actively in use. A stored camping device cannot be

Summary:

occupied or connected to a septic system. Any device that does not meet both those criteria will be considered occupied and treated accordingly. Camp Site means any plot of ground used for purposes of temporary occupancy, with or without a camping device, or intended for exclusive occupancy by a camping device(s).

Section 14-10.2 – amends the provisions related to camping within the County to allow property owners, or person(s) authorized by the property owner, to camp on the property owner's property provided that adequate sewage disposal is provided and any camping event which exceeds fourteen (14) days must obtain a temporary pump and haul permit from the Virginia Department of Health in accordance with the Code of Virginia 12VAC5-610-599.2. All camping events must be in compliance with all applicable state requirements. Sewage disposal into the public sewer system is prohibited. Temporary occupancy of a camping device must be in compliance with all applicable state requirements. Permanent occupancy of a camping device is not permitted. Property owners may store camping devices on their own property provided that any camping device regulated by the Virginia Department of Motor Vehicles is in operable condition, inspected, registered and owned by the property owner where the camping device is stored. Camping is an allowable use in all zoning districts within Spotsylvania County.

Committee/Commission Summary:

Planning Commission

Review Date:

July 7, 2021

Status:

Approved

Staff Contacts:

Kimberly Pomatto, Deputy Director of Planning & Zoning

Legal Counsel:

Alexandra Spaulding, Senior Assistant County Attorney

Consequence of Denial/Inaction:

Camping within the County must be accordance with the provisions of Section 14-10 in its current form.

ATTACHMENTS:

File Name	Description	Type
Ordinance_Form_-_Camping_Final_7-27-2021.pdf	Ordinance No. 14-18 Section 14-10 Camping CLEAN	Ordinance
BOS_Camping_Staff_Report_7-27-2021.pdf	Presentation	Presentation
Ordinance_Form_-_		

_Camping_REDLINE.pdf
bos_20210727.doc

Redline Ordinance
Ad

Backup Material
Backup Material

At a meeting of the Spotsylvania County Board of Supervisors held on July 27, 2021 on a motion by _____, seconded by _____ and passed _____, the Board adopts the following ordinance:

AN ORDINANCE No. 14-18

CA21-0002: County Code Amendments – Camping

To amend the Code of Spotsylvania County, Chapter 14 Article 1- Offenses and Miscellaneous, Section 10 – Camping and Use or Storage of Camping Equipment, to allow property owners to camp on their property.

PUBLIC HEARING: July 27, 2021, 2021

WHEREAS, staff has reviewed the ordinance amendments and recommends approval as stated in the executive summary dated July 27, 2021 2021 and attached hereto; and

WHEREAS, the Planning Commission held a public hearing on this item on July 7, 2021 and a motion was made and seconded to recommend Approval of the ordinance amendments, with a vote of 7-0; and

WHEREAS, the Spotsylvania County Board of Supervisors' public hearing, duly advertised in a local newspaper for a period of two weeks, was held on July 27, 2021, and interested citizens were offered the opportunity to be heard; and

WHEREAS, good zoning practice and general welfare are served by approval of the ordinance amendments.

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

§ 1. That Section 14-10 related to allowed camping within the County is hereby amended and reordained as follows:

Sec. 14-10. - Camping

14-10.1 Definitions

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Camper means a person or persons camping or utilizing a camping device or camp site for the purposes of camping or temporary occupancy.

Camping or Camping Event means to temporarily occupy a camping device or camp site, with or without a camping device.

Camping Device means any natural or man-made tent, tarp, lean-to, camping trailer, recreational vehicle, or similar device or structure, established or maintained and operated for purposes of temporary occupancy. Camping devices must be in operable condition, inspected and registered by the Virginia Department of Motor Vehicles, if required.

Camping Device Storage means the placement of any camping device in a visible location when it is not actively in use. A stored camping device cannot be occupied or connected to a septic system. Any device that does not meet both those criteria will be considered occupied and treated accordingly.

Camp Site means any plot of ground used for purposes of temporary occupancy, with or without a camping device, or intended for exclusive occupancy by a camping device(s).

14-10.2 Camping and use and storage of camping devices

- (a) A property owner, or person(s) authorized by the property owner, may camp on the property owner's property provided that:
- (1) Any camping event must provide adequate means of sewage disposal to ensure the protection of ground and surface water and prevent insect attraction, solely determined by the local Virginia Department of Health, and prevent the creation of a nuisance.
 - (2) Any camping event which exceeds fourteen (14) days within a 60-day period that is not utilizing a permanent, inspected, in-ground sewage disposal method requires that:
 - i. The property owner/camper(s) obtain a temporary pump and haul permit from the Virginia Department of Health, in accordance with the Code of Virginia 12VAC5-610-599.2.
 - ii. The holding tank for a temporary pump and haul permit must be watertight and corrosion resistant with capacity to store the projected flow for at least 48 hours.
 - iii. Holding tanks that are not integral to the unit must be concealed from surrounding properties and/or public view.
 - (3) The camping event is in compliance with all applicable state requirements.
- (b) Sewage disposal from camping events or campsites into the public sewer system is prohibited.
- (c) Temporary occupancy of a camping device must be in compliance with all applicable state requirements. Nothing herein shall be construed as permitting permanent occupancy of a camping device.
- (d) The zoning administrator shall be the enforcement agent for this section. Nothing herein shall be construed as preventing the sheriff's department or other county or state officials from enforcing this section.
- (e) Nothing in this section shall be construed as repealing, amending or otherwise affecting any zoning ordinance of the county. Camping, as defined herein, is deemed an allowable use in all zoning districts as established in Section 23-6.12.
- (f) A violation of any provision of this section shall constitute a Class 1 misdemeanor.

(Code 1980, § 12-9; Ord. of 7-10-84; Ord. 14-18)

Cross reference— Penalty for Class 1 misdemeanor, § 1-11; development plan for planned camping communities, § 20-32; comfort stations for planned camping communities, § 20-145; water availability connection charges for campsites, §§ 22-71, 22-72; sewer availability and connection charges for campsites, §§ 22-311, 22-312; planned camping communities, § 23-136.

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



CA21-0002

Ordinance No. 14-18 County Code Amendments - Camping

Board of Supervisors

July 27, 2021

Presented By: Kimberly Pomatto, Deputy Director of Planning & Zoning

Sec. 14-10. - Camping and use or storage of camping equipment

- Camping, including but not limited to overnight camping, shall be unlawful within the county except at those state and federal parks with camping facilities, Indian Acres, Wilderness Camping Resorts and other county-approved commercial camping facilities.
- It shall be unlawful for any person to use or store any camper, camping trailer, tent or other device used as shelter when camping on any property within the county. This subsection shall not apply at those state and federal parks with camping facilities, Indian Acres, Wilderness Camping Resorts and other county-approved commercial camping facilities, nor shall it apply to the storage of such devices at the primary residence of the owner.
- The zoning administrator shall be the enforcement agent for this section. Nothing herein shall be construed as preventing the sheriff's department or other county officials from enforcing this section.
- A violation of any provision of this section shall constitute a Class 1 misdemeanor.

Proposed Amendment

Section 14-10 Camping

Defined Terms:

- *Camper* means a person or persons camping or utilizing a camping device or camp site for the purposes of camping or temporary occupancy.
- *Camping or Camping Event* means to temporarily occupy a camping device or camp site, with or without a camping device.
- *Camping Device* means any natural or man-made tent, tarp, lean-to, camping trailer, recreational vehicle, or similar device or structure, established or maintained and operated for purposes of temporary occupancy. Camping devices must be in operable condition, inspected and registered by the Virginia Department of Motor Vehicles, if required.

Proposed Amendment

Section 14-10 Camping

Defined Terms (cont.):

- *Camping Device Storage* means the placement of any camping device in a visible location when it is not actively in use. A stored camping device cannot be occupied or connected to a septic system. Any device that does not meet both those criteria will be considered occupied and treated accordingly.
- *Camp Site* means any plot of ground used for purposes of temporary occupancy, with or without a camping device, or intended for exclusive occupancy by a camping device(s).

Proposed Amendment

Section 14-10 Camping

(a) A property owner, or person(s) authorized by the property owner, may camp on the property owner's property provided that:

(1) Any camping event must provide adequate means of sewage disposal to ensure the protection of ground and surface water and prevent insect attraction, solely determined by the local Virginia Department of Health, and prevent the creation of a nuisance.

(2) Any camping event which exceeds fourteen (14) days within a 60-day period that is not utilizing a permanent, inspected, in-ground sewage disposal method requires that:

i. The property owner/camper(s) obtain a temporary pump and haul permit from the Virginia Department of Health, in accordance with the Code of Virginia 12VAC5-610-599.2.

ii. The holding tank for a temporary pump and haul permit must be watertight and corrosion resistant with capacity to store the projected flow for at least 48 hours.

iii. Holding tanks that are not integral to the unit must be concealed from surrounding properties and/or public view.

(3) The camping event is in compliance with all applicable state requirements.

Proposed Amendment

Section 14-10 Camping

(b) Sewage disposal from camping events or campsites into the public sewer system is prohibited.

(c) Temporary occupancy of a camping device must be in compliance with all applicable state requirements. Nothing herein shall be construed as permitting permanent occupancy of a camping device.

Proposed Amendment

Section 14-10 Camping

(d) The zoning administrator shall be the enforcement agent for this section. Nothing herein shall be construed as preventing the sheriff's department or other county or state officials from enforcing this section.

(e) Nothing in this section shall be construed as repealing, amending or otherwise affecting any zoning ordinance of the county. Camping, as defined herein, is deemed an allowable use in all zoning districts as established in Section 23-6.12.

(f) A violation of any provision of this section shall constitute a Class 1 misdemeanor.

Recommendations

- The Planning Commission and staff recommend the Board of Supervisors approve CA21-0002, Ordinance No. 14-18 – County Code Amendments to Section 14-10 Camping.



At a meeting of the Spotsylvania County Board of Supervisors held on [REDACTED], 2021 on a motion by [REDACTED], seconded by [REDACTED] and passed [REDACTED], the Board adopts the following ordinance:

AN ORDINANCE No. 14-18

CA21-0002: County Code Amendments – Camping

To amend the Code of Spotsylvania County, Chapter 14 Article 1- Offenses and Miscellaneous, Section 10 – Camping and Use or Storage of Camping Equipment, to allow property owners to camp on their property.

PUBLIC HEARING: [REDACTED], 2021

WHEREAS, staff has reviewed the ordinance amendments and recommends approval as stated in the executive summary dated [REDACTED], 2021 and attached hereto; and

WHEREAS, the Planning Commission held a public hearing on this item on [REDACTED], 2021 and a motion was made and seconded to recommend [REDACTED] of the ordinance amendments, with a vote of [REDACTED]; and

WHEREAS, the Spotsylvania County Board of Supervisors' public hearing, duly advertised in a local newspaper for a period of two weeks, was held on [REDACTED], 2021, and interested citizens were offered the opportunity to be heard; and

WHEREAS, good zoning practice and general welfare are served by approval of the ordinance amendments.

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

§ 1. That Section 14-10 related to allowed camping within the County is hereby amended and reordained as follows:

Sec. 14-10. - Camping ~~and use or storage of camping equipment.~~

14-10.1 Definitions

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Camper means a person or persons(s) camping or utilizing a camping device or camp site for the purposes of camping or temporary occupancy.

Camping or Camping Event means to temporarily occupy a camping device or camp site, with or without a camping device.

Camping Device means any natural or man-made tent, tarp, lean-to, camping trailer, recreational vehicle, or similar device or structure, established or maintained and operated for purposes of temporary occupancy. Camping devices must be in operable condition, inspected and registered by the Virginia Department of Motor Vehicles, if required.

Camping Device Storage means the placement of any camping device in a visible location when it is not actively in use. A stored camping device cannot be occupied or connected to a septic system. Any device that does not meet both those criteria will be considered occupied and treated accordingly.

Camp Site means any plot of ground used for purposes of temporary occupancy, with or without a camping device, or intended for exclusive occupancy by a camping device(s).

14-10.2 Camping and use and storage of camping devices

(a) A property owner, or person(s) authorized by the property owner, may camp on the property owner's property provided that:

(1) Any camping event must provide adequate means of sewage disposal to ensure the protection of ground and surface water and prevent insect attraction, solely determined by the local Virginia Department of Health, and prevent the creation of a nuisance.

(2) Any camping event which exceeds fourteen (14) days within a 60-day period that is not utilizing a permanent, inspected, in-ground sewage disposal method requires that:

i. The property owner/camper(s) obtain a temporary pump and haul permit from the Virginia Department of Health, in accordance with the Code of Virginia 12VAC5-610-599.2.

ii. The holding tank for a temporary pump and haul permit must be watertight and corrosion resistant with capacity to store the projected flow for at least 48 hours.

iii. Holding tanks that are not integral to the unit must be concealed from surrounding properties and/or public view.

(3) The camping event is in compliance with all applicable state requirements.

(b) Sewage disposal from camping events or campsites into the public sewer system is prohibited.

(c) Temporary occupancy of a camping device must be in compliance with all applicable state requirements. Nothing herein shall be construed as permitting permanent occupancy of a camping device.

~~(a) Camping, including but not limited to overnight camping, shall be unlawful within the county except at those state and federal parks with camping facilities, Indian Acres, Wilderness Camping Resorts and other county-approved commercial camping facilities.~~

~~(b) It shall be unlawful for any person to use or store any camper, camping trailer, tent or other device used as shelter when camping on any property within the county. This subsection shall not apply at~~

~~those state and federal parks with camping facilities, Indian Acres, Wilderness Camping Resorts and other county-approved commercial camping facilities, nor shall it apply to the storage of such devices at the primary residence of the owner.~~

- (~~ed~~) The zoning administrator shall be the enforcement agent for this section. Nothing herein shall be construed as preventing the sheriff's department or other county or state officials from enforcing this section.
- (~~de~~) Nothing in this section shall be construed as repealing, amending or otherwise affecting any zoning ordinance of the county. Camping, as defined herein, is deemed an allowable use in all zoning districts as established in Section 23-6.12.
- (~~ef~~) A violation of any provision of this section shall constitute a Class 1 misdemeanor.

(Code 1980, § 12-9; Ord. of 7-10-84; Ord. 14-18)

Cross reference— Penalty for Class 1 misdemeanor, § 1-11; development plan for planned camping communities, § 20-32; comfort stations for planned camping communities, § 20-145; water availability connection charges for campsites, §§ 22-71, 22-72; sewer availability and connection charges for campsites, §§ 22-311, 22-312; planned camping communities, § 23-136.

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

(To: Display Advertising (Classified Section))

Please run the following ad on **Tuesday, July 13, 2021 and Tuesday, July 20, 2021** in the **Free Lance-Star**. with the usual format: bold border; Spotsylvania County seal; 2 columns wide; underline as shown; larger, darker print for underlined portions. (Ref. P O # 9518)

PUBLIC NOTICE

The Spotsylvania County Board of Supervisors will hold a public hearing at 6:00 p.m. on Tuesday, July 27 2021 in the Holbert Building located at 9104 Courthouse Road, Spotsylvania, Va. 22553, to consider the following:

Special Use Permit(s):

SUP21-0002 - Gilman Land and Timber LLC (Cellco Partnership): Requests a special use permit for a 195-foot monopole communication tower with a 4-foot lightning rod, for a total of 199 feet in height, on an approximately 91.76-acre parcel zoned Rural (RU) District. The property is located on the south side of Guinea Station Road (Route 607) approximately 706 feet east of Flippo Drive (Route 634) and approximately 1,500 feet west of the Caroline County line. The property is addressed as 3800 Guinea Station Road and identified as Tax Parcel 64-A-3. The property is designated as Rural Residential on the Future Land Use Map of the Comprehensive Plan. Berkeley Voting District.

Rezoning(s):

R20-0008 Linda C. Curtis and Leigh Ann Curtis-Chapman (Rappahannock Development Group, LLC): Requests a rezoning of three (3) parcels consisting of approximately 48.42 acres from Residential 1 (R-1) to Planned Development Housing 3 (PDH-3) with proffers for the development of 101 single family detached dwelling units. The properties are located on the south side of Piedmont Drive (Route 673) approximately 0.4 miles from its intersection with Harrison Road (Route 620). The properties are addressed as 11501 Piedmont Drive, 11513 Piedmont Drive, and 6020 Harrison Road. The properties are located within the Primary Development Boundary. The properties are designated for Low Density Residential on the Future Land Use Map of the Comprehensive Plan. Tax parcels 22 (A) 103, 22 (11) 4B, 22 (11) 5. Salem Voting District.

Amendment(s):

CA21-0002: Spotsylvania County Board of Supervisors, Ordinance No. 14-18: Proposed amendments to the Code of the County of Spotsylvania, Chapter 14 Article 1- Offenses and Miscellaneous, Section 10 – Camping and Use or Storage of Camping Equipment.

Amendments include the restructuring of the provision to create a definitions section in 10-14.1 and create a new section 10-14.2 that was the former 10-14.1, and amended as follows:

Chapter 14, Article 1-Section 10- Camping and Use or Storage of Camping Equipment

Section 10-14.1 of the proposed amendment includes the addition of the following defined terms:

Camper means a person or persons camping or utilizing a camping device or camp site for the purposes of camping or temporary occupancy.

Camping or Camping Event means to temporarily occupy a camping device or camp site, with or without a camping device.

Camping Device means any natural or man-made tent, tarp, lean-to, camping trailer, recreational vehicle, or similar device or structure, established or maintained and operated for purposes of temporary occupancy.

Camping devices must be in operable condition, inspected and registered by the Virginia Department of Motor Vehicles, if required.

Camping Device Storage means the placement of any camping device in a visible location when it is not actively in use. A stored camping device cannot be occupied or connected to a septic system. Any device that does not meet both those criteria will be considered occupied and treated accordingly.

Camp Site means any plot of ground used for purposes of temporary occupancy, with or without a camping device, or intended for exclusive occupancy by a camping device(s).

Section 14-10.2 – amends the provisions related to camping within the County to allow property owners, or person(s) authorized by the property owner, to camp on the property owner’s property provided that adequate sewage disposal is provided and any camping event which exceeds fourteen (14) days must obtain a temporary pump and haul permit from the Virginia Department of Health in accordance with the Code of Virginia 12VAC5-610-599.2. All camping events must be in compliance with all applicable state requirements. Sewage disposal into the public sewer system is prohibited. Temporary occupancy of a camping device must be in compliance with all applicable state requirements. Permanent occupancy of a camping device is not permitted. Property owners may store camping devices on their own property provided that any camping device regulated by the Virginia Department of Motor Vehicles is in operable condition, inspected, registered and owned by the property owner where the camping device is stored. Camping is an allowable use in all zoning districts within Spotsylvania County.

CA21-0003: Spotsylvania County Planning Commission, Ordinance No. 21-181: Proposed amendments to the Code of the County of Spotsylvania (“Code”), Chapter 23- Zoning, Article 5, Division 9- Off-Street Parking, and Chapter 23-Zoning, Article 6, Mixed Use (MU) District, as follows:

Chapter 23, Article 5: Division 9- Off-Street Parking

Sec. 23-5.9.3- Minimum Required Parking Spaces. Amendments are specific to residential parking standards. For multi-family dwelling units, remove minimum parking standard of 1.6 spaces per unit, replacing it with a per unit, bedroom-count-based, minimum standard as follows: 0-1 bedroom, 1 per unit and 1 visitor space in common area per 5 units; 2 bedrooms, 1.5 per unit and 1 visitor space in common area per 5 units; 3+ bedrooms, 2.0 per unit and 1 visitor space in common area per 5 units. For single family attached dwelling units, amend the current minimum parking standard of 2 spaces per unit, to require 2 onsite spaces per unit, and 1 visitor space in common area per 3 units. Garage or carport spaces cannot be counted toward minimum onsite parking. Amendments result in increased assurance of onsite spaces and provision for additional visitor spaces. For single family detached dwelling units, amend the current minimum parking standard of 2 spaces per unit, to require a minimum of 2 parking spaces per unit, specifying they both be onsite. Garage or carport spaces cannot be counted toward minimum onsite parking.

Chapter 23, Article 6: Division 28- Mixed Use (MU) District

Sec. 23-6.28.6- Parking. Amendments are specific to residential parking standards. For multi-family dwelling units, as a clean-up item to consolidate parking standards into two cells within the minimum parking spaces table. A substantive amendment specific to provision of minimum parking for dwelling, multi-family, units of 0-1 bedrooms removes standard of .75 per unit +1 visitor per 5 units to 1 per unit and 1 visitor per 5 units in common area. Minimum parking standards for 2 bedroom and 3+ bedroom units remain unchanged but specify parking spaces are to be located in common area. For single family attached dwelling units, a new parking standard has been introduced to address the land use and matches standard established in the General Development Standards applicable to other Zoning Districts. As a new standard within the Mixed Use Zoning District, single family attached dwelling units now requires a minimum 2

onsite spaces per unit, and 1 visitor space per 3 units in common area. Garage or carport spaces cannot be counted toward minimum onsite parking. For single family detached dwelling units, the new standard removes reference to “and two family”, and clarifies the minimum parking standard to require a minimum 2 onsite spaces per unit, replacing 2 per unit. Garage or carport spaces cannot be counted toward minimum onsite parking.

Sec. 23-6.28.7- Streets and Blocks. Specific to subsection (a), the text amendment is meant to clarify language to apply to “both new and existing streets” as opposed to “both new streets and existing streetscapes”. Specific to subsection (c) the existing Mixed Use Street Types and Lane Dimensions Table would be removed and replaced to require road configurations better suited to accommodate large vehicles including delivery trucks, moving trucks, and fire, rescue, emergency management equipment. The revised table has been reorganized and font size increased for easier interpretation. Revisions to the aforementioned table include: No parking streets and new alley standard clarify that no parking streets and no parking alleys include no parking signs. Alley standards with no parking require an 18’ travelway; provision for no parking streets with one-way movement include one 18’ lane or two 10’ lanes, replacing standard of one 10’ or two 8’ lanes; two-way movement no parking streets include two 10’ lanes, replacing two 9’ lanes. Yield parking streets are removed. Parking one side parallel street standard specifies need for no parking signs on opposite side of street where parking not intended. Amendments to street standards for parking one side streets include: a single 18’ travel lane for one-way movement with 8’ parallel parking space, replacing one 9’ lane with 7’ parallel parking space. For two lane divided two-way movement to require 16’ travel lanes with 8’ wide parallel parking spaces, replacing 11’ travel lane with 7’ width parallel parking spaces. For streets with parallel parking on both sides and one-way movement, travelway of 18’ with 8’ wide parallel parking spaces on either side of street proposed to replace travelway of 9’ with two 7’ wide parallel parking spaces on either side of street. For streets with diagonal parking in all instances the diagonal space standard would be increased to 20’, replacing 16.5’ to accommodate larger vehicles and reduce travelway intrusion. Parking access standards for connector roads between parking lots remove 10’ wide single lane two-way traffic standard with a one way 12’ lane standard. Two-way movement is accommodated with an existing 24’ wide standard to remain. All other Mixed Use Streets standards remain within the reorganized table format.

Persons interested may appear and present their views at the public hearing described above or submit written comments in accordance with the Revised Public Hearing Procedures During the Coronavirus Emergency. Any public hearing cases, including any ordinances as applicable, are on file and available in the Planning Department, located at 9019 Old Battlefield Blvd, 3rd Floor, Spotsylvania, Virginia, 22553; (540) 507-7434, and may be inspected between 8:00 a.m. and 4:30 p.m., Monday through Friday. The Board of Supervisors encourages the participation of all interested County citizens. For those with special needs, please notify the Office of the County Administrator of any accommodations you may require at least five days before the meeting you wish to attend.

Additionally, those desiring to submit written comments to be read publicly to the Board may do so immediately by going to the following website www.spotsylvania.va.us/comments, or by placing written comments in the Treasurer’s Office drop box outside the Holbert Building at 9104 Courthouse Road, Spotsylvania, VA 22553. Comments submitted via the Treasurer’s Office drop box should be in a sealed envelope which is clearly marked with **the case number**. Written comments not received by County staff by 12:00 P.M. on the day of a meeting are not required to be presented to the Board, so please plan accordingly.

Additionally, comments may be mailed to the attention of Aimee Mann at PO Box 99, Spotsylvania, VA 22553. Mailed comments must be received by close of business on the Monday prior to the Board meeting

date in order for them to be read into the public record at the hearing.

Submissions of written comments must include the citizen's name and voting district. Please construct your written comments in such manner that they are limited to three (3) minutes when read at a typical oral reading pace. For comments provided in representation of a group, the time limit is five (5) minutes.

BY ORDER OF THE SPOTSYLVANIA COUNTY BOARD OF SUPERVISORS

ED PETROVITCH, COUNTY ADMINISTRATOR

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

Meeting Date:	July 27, 2021
Title:	SUP21-0002 Claiborne Verizon Cell Tower/ Gilman Land and Timber LLC (Cellco Partnership) (Berkeley District)

Type:	Action, Resolution, Public Hearing, Ordinance, Power Point Presentation
Agenda Title:	SUP21-0002 Claiborne Verizon Cell Tower/Gilman Land and Timber LLC (Cellco Partnership) (Berkeley District)
Recommendation:	On June 16, 2021, the Planning Commission found SUP21-0002 substantially in accord with the Comprehensive Plan and recommended approval of the Special Use Permit with conditions, with a vote of 6-0. Staff recommends approval of the Special Use Permit with conditions.
Summary:	The applicant requests a Special Use permit for a 195-foot monopole communication tower with a 4-foot lightning rod, for a total height of 199 feet, on an approximately 91.76-acre parcel zoned Rural (RU) District. The property is located on Guinea Station Road approximately 706 feet east of Flippo Drive (Route 634) and approximately 1500 feet west of the Caroline County line. The property is addressed as 3800 Guinea Station Road and identified as Tax Parcel 64-A-3. The property is designated as Rural Residential on the Future Land Use Map of the Comprehensive Plan. Berkeley Voting District.
Committee/Commission Summary:	Planning Commission
Review Date:	June 16, 2021
Status:	Approved
Financial Impact:	N/A

Staff Contacts:

Shannon D. Fennell, Planner III

Legal Counsel:

Alexandra Spaulding, Senior Assistant County Attorney

Additional Background/Other Considerations:

N/A

Consequence of Denial/Inaction:

The deadline for the Board of Supervisors to take an action on this application is August 12, 2021.

ATTACHMENTS:

File Name	Description	Type
SUP21-0002_Claiborne_Cell_Tower_-_BOS_Presentation.pptx	Presentation	Presentation
BOS_Staff_Report_-_SUP21-0002_Claiborne_Verizon_Cell_Tower.docx	Staff Report	Staff Report
VZW_Claiborne_-_SUP_application_(signed)_-_revised_3.10.21.pdf	Application	Backup Material
VZW_Claiborne_-_Project_Narrative_-_revised_5.20.21.pdf	Application Narrative	Backup Material
Claiborne_-_FZD_REV_5_-_20210513.pdf	Application GDP	GDP
VZW_Claiborne_-_Network_Map_revised_5.28.21.jpg	VZW Claiborne - Network Map	Backup Material
VZW_Claiborne_-_Tree_Buffer_Pictures_May_21.2021.pdf	VZW Claiborne - Existing Tree Buffer Images	Backup Material
VZW_Claiborne-photosim_location_map_(distances).jpg	VZW Claiborne - Photosim Location Map 1 with distances	Backup Material
VZW_Claiborne-photosim_location_map_2_(distances).jpg	VZW Claiborne - Photosim Location Map 2 with distances	Backup Material
VZW_Claiborne_-_Structural_Integrity_Letter_-_revised_3.5.21.pdf	VZW Claiborne - Structural Integrity Letter	Backup Material
VA_DCR_-_14_VZW_Claiborne.pdf	Letter from DCR - Claiborne B Cell Tower	Letter
US_Dept_Fish_Wildlife_-_13_VZW_Claiborne.pdf	Letter from US Dept Fish Wildlife Service	Letter
SHPO_-_15_VZW_Claiborne.pdf	Memo - VA Dept of Historical Resources	Memorandum
RF_EME_Compliance_Report_(NIER)_-_17_VZW_Claiborne.pdf	VZW Claiborne - Radio Frequency Exposure FCC Compliance Assessment	Backup Material
Interference_Analysis_Report_(IMOD)_-_18_VZW_Claiborne.pdf	Co-Location Interference Analysis Report	Backup Material
Federal_Preservation_Officer_FCC_-_16_VZW_Claiborne.pdf	Federal Communication Commission	Letter
Determination_no_FAA_study_reqd_-_12_VZW_Claiborne.pdf	Determination No FAA Study Required- Federal Airways & Airspace	Backup Material
Colo_Policy_-_11_VZW_Claiborne.pdf	VZW - General Collocation Policy	Backup Material
PoA.pdf	POA	Backup Material
Adjacent_property_owners_proof_of_mailing.pdf	Community Meeting	Backup Material

sign_in_sheet.pdf	Notification Community Meeting Sign In Sheet	Backup Material
Project_Summary_SUP21-0002.pdf	Project Summary	Backup Material
pcmin21_0616.docx	PC Minutes - July 16,2021	Minutes
bos_20210727.doc	BOS Advertisement	Backup Material
DRAFT_Approval_Resolution_SUP21-0002.docx	Draft Approval Resolution	Resolution
DRAFT_Denial_Resolution_SUP21-0002.docx	Draft Denial Resolution	Resolution

SUP21-0002 “Claiborne Cell Tower”
Owner: Gilman Land and Timber LLC
Applicant: Cellco Partnership
Berkeley Voting District

Board of Supervisors Public Hearing
July 27, 2021
Shannon D. Fennell, Planner III



SUP21-0002 - "Claiborne Cell Tower"

Owner: Gilman Land and Timber LLC

Applicant: Cellco Partnership

Berkeley Voting District

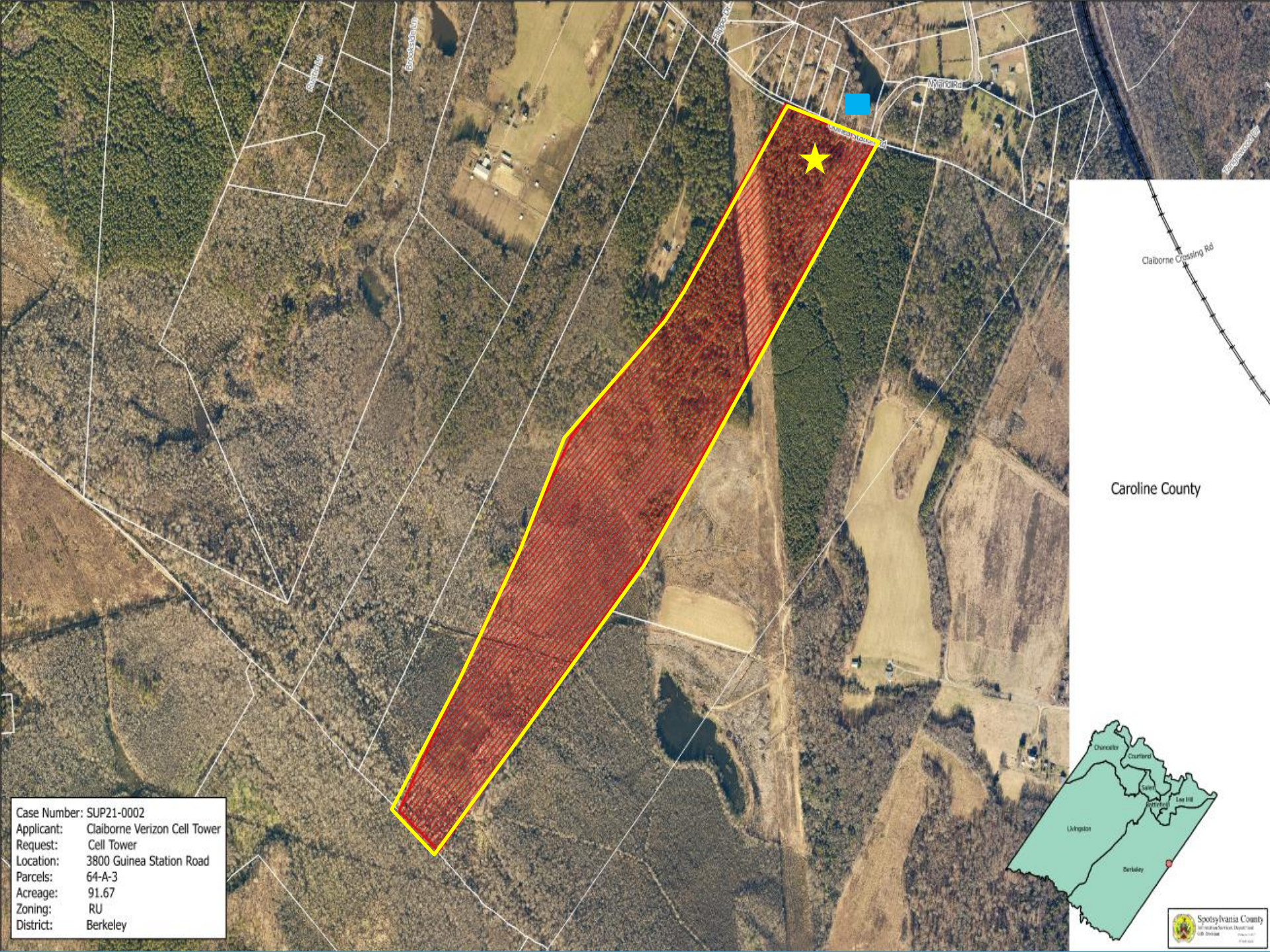
Request

- To allow a 195-foot monopole telecommunications tower with 4-foot lighting rod, for a total of 199 feet in height, on an approximately 91.76-acre parcel zoned Rural (RU) District.

Recommendation

- The Planning Commission with a vote of 6-0 and staff recommend approval with conditions.



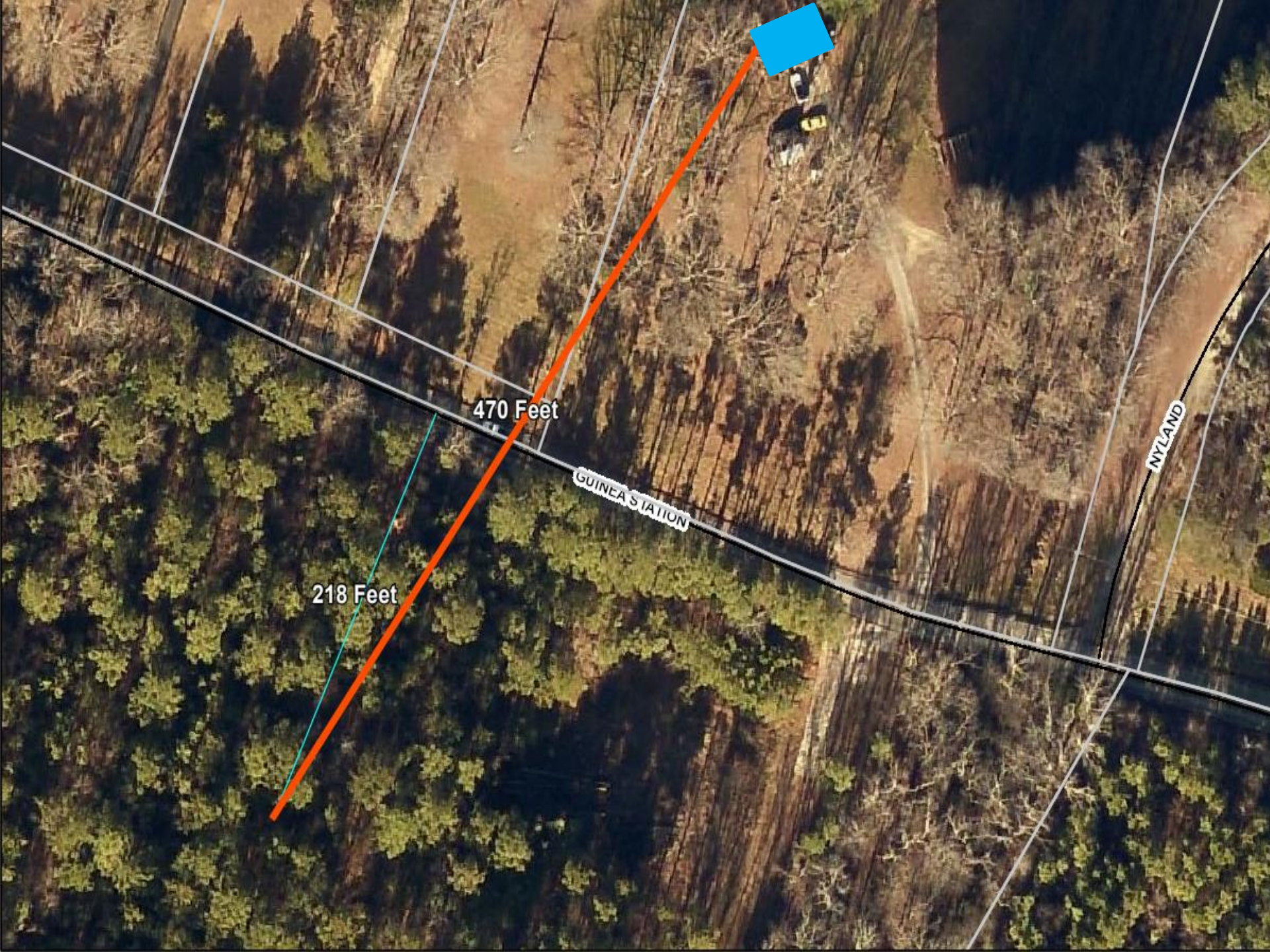


Claiborne Crossing Rd

Caroline County



Case Number: SUP21-0002
Applicant: Claiborne Verizon Cell Tower
Request: Cell Tower
Location: 3800 Guinea Station Road
Parcels: 64-A-3
Acreage: 91.67
Zoning: RU
District: Berkeley

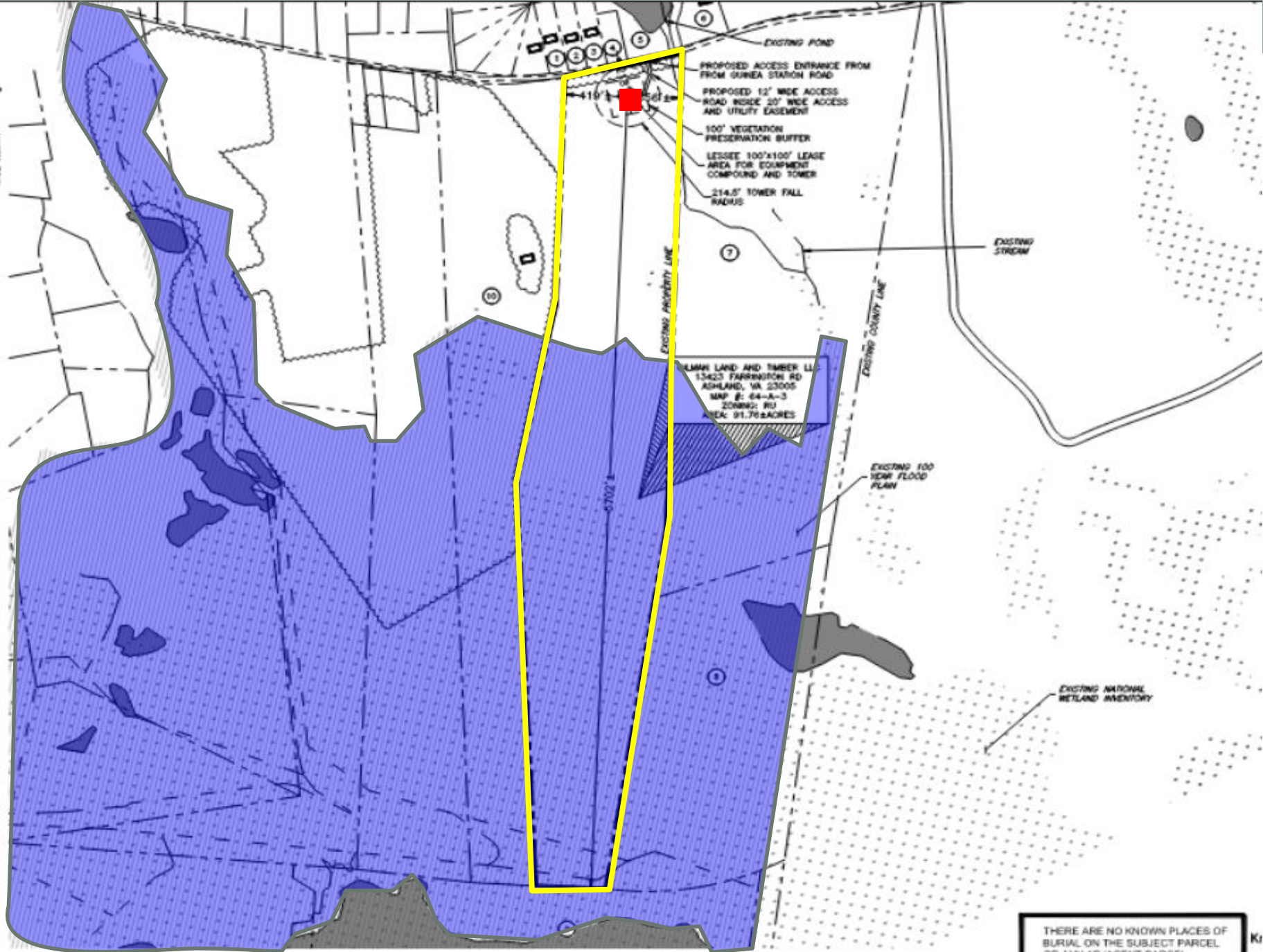


218 Feet

470 Feet

GUINEA STATION

NYLAND



1 OVERALL SITE PLAN
SCALE: 1"=50'

GRAPHIC SCALE



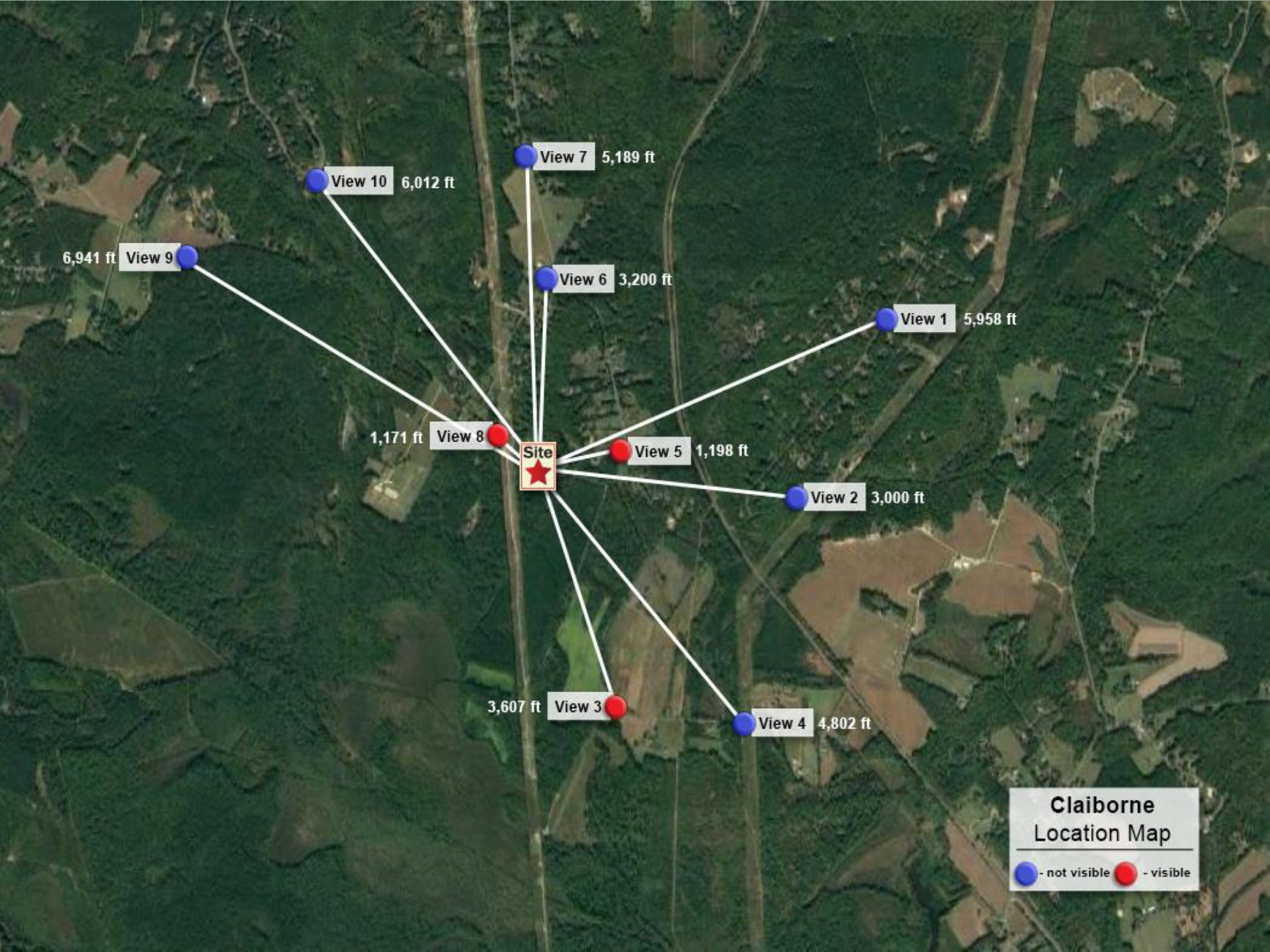
THERE ARE NO KNOWN PLACES OF
BURIAL ON THE SUBJECT PARCEL
OR ANY ADJACENT PARCEL.

Kr



1 COMPOUND PLAN
0.1 10.248.11-20

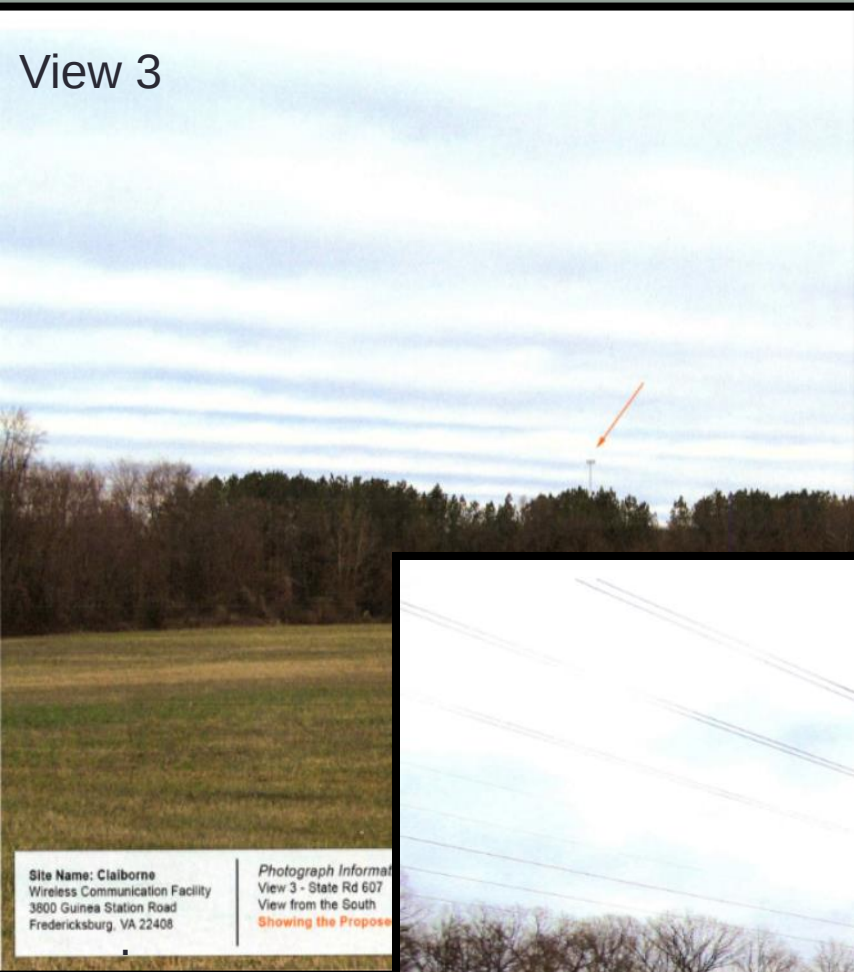




**Claiborne
Location Map**

● - not visible ● - visible

View 3



View 5



View 8



View From Nearby Parcel Identified With Historical Significance



Claiborne
Location Map

● - not visible ● - visible



Site Name: Claiborne
Wireless Communication Facility
3800 Guinea Station Road
Fredericksburg, VA 22408

Photograph Information:
View 1
View from the East
Showing the Proposed Site

NB-C
TOTALLY COMMITTED.

SUP21-0002 - “Claiborne Cell Tower”

Owner: Gilman Land and Timber LLC

Applicant: Cellco Partnership

Berkeley Voting District

Findings

In Favor:

- The proposal is consistent with the Comprehensive Plan with respect to encouraging the provision of fiber optic cable and other technological infrastructure throughout the Primary Development Boundary, and to the extent feasible, the County as a whole.
- The proposal satisfies all of the Special Use standards of review as established in Sec.23-4.5.7 of the County’s Zoning Ordinance.
- The proposal will enhance telecommunication coverage and products available for citizens and tourists.
- The proposal will encourage the retention and expansion of existing rural business operations.
- Proposed right-of-way dedication is favorable for future road improvements.
- Vegetative screening is expected to reduce the immediate visibility of the tower site from ground level when factoring in the 30’ vegetative buffer along Guinea Station Road and tree preservation and reforestation in prior cleared areas within the lease area and outside of the actual tower compound. This is a favorable mitigation considering Guinea Station Road as a Civil War Trail, Scenic Byway, and within the Rural Residential land use area.



SUP21-0002 - “Claiborne Cell Tower”

Owner: Gilman Land and Timber LLC

Applicant: Cellco Partnership

Berkeley Voting District

Findings

Against:

- Height of tower will inevitably exceed the height of the natural tree canopy and is expected to be visible from some vantage points generally in close proximity to the site as exhibited by the project renderings resulting from prior balloon flights.



SUP21-0002 - “Claiborne Cell Tower”

Owner: Gilman Land and Timber LLC

Applicant: Cellco Partnership

Berkeley Voting District

Recommendation

- The Planning Commission reviewed the proposal in accordance with the Code of Virginia, Sec. 15.2-2232 and determined that the facility's location, character, and extent are substantially in accord with the Comprehensive Plan and with a vote of 6-0 recommend approval of SUP21-0002 with the following conditions:



SUP21-0002 - “Claiborne Cell Tower”

Owner: Gilman Land and Timber LLC

Applicant: Cellco Partnership

Berkeley Voting District

Recommended Conditions:

1. The telecommunications tower and compound shall be developed in conformance with the Generalized Development Plan titled “Verizon, Site Name: Claiborne, 3800 Guinea Station Road Fredericksburg, VA 22408, Spotsylvania County” dated April 11, 2019 and last revised, May 10, 2021.
2. The final site design and operation of the facility must be in compliance with all other standards outlined in Sec. 23-7A.4.1 of the Code, except that Sec. 23-7A.4.1.12 is modified to not require the applicant to post a performance bond and Sec. 23-7A.4.1.10 is inapplicable.
3. If the operation of this site causes any interference to surrounding broadcast television receivers, amateur radio operations, or County radio system operations, the owner, applicant or its successors-in-interest shall investigate the complaint, work with the Spotsylvania County Cable TV and Telecommunications Commission to determine remediation, and correct the problem, if it is found to be the fault of one of the tower vendors, within thirty (30) days of receipt of written notice of the interference complaint to the County.
4. The variable width right of way along Guinea Station Road (Route 607), as identified on the GDP, will be dedicated to the County as part of the site plan review and approval process for the telecommunications facility, in accordance with the applicable County requirements and procedures.
5. The 100-foot vegetation preservation buffer as depicted on sheet Z-2 of the GDP will remain undisturbed and will be allowed to naturally reforest with the exception of the 20-foot wide access road as identified on the GDP.





County of Spotsylvania

Department of Planning

Staff Report

SUP21-0002

(Berkeley Voting District)

Board of Supervisors

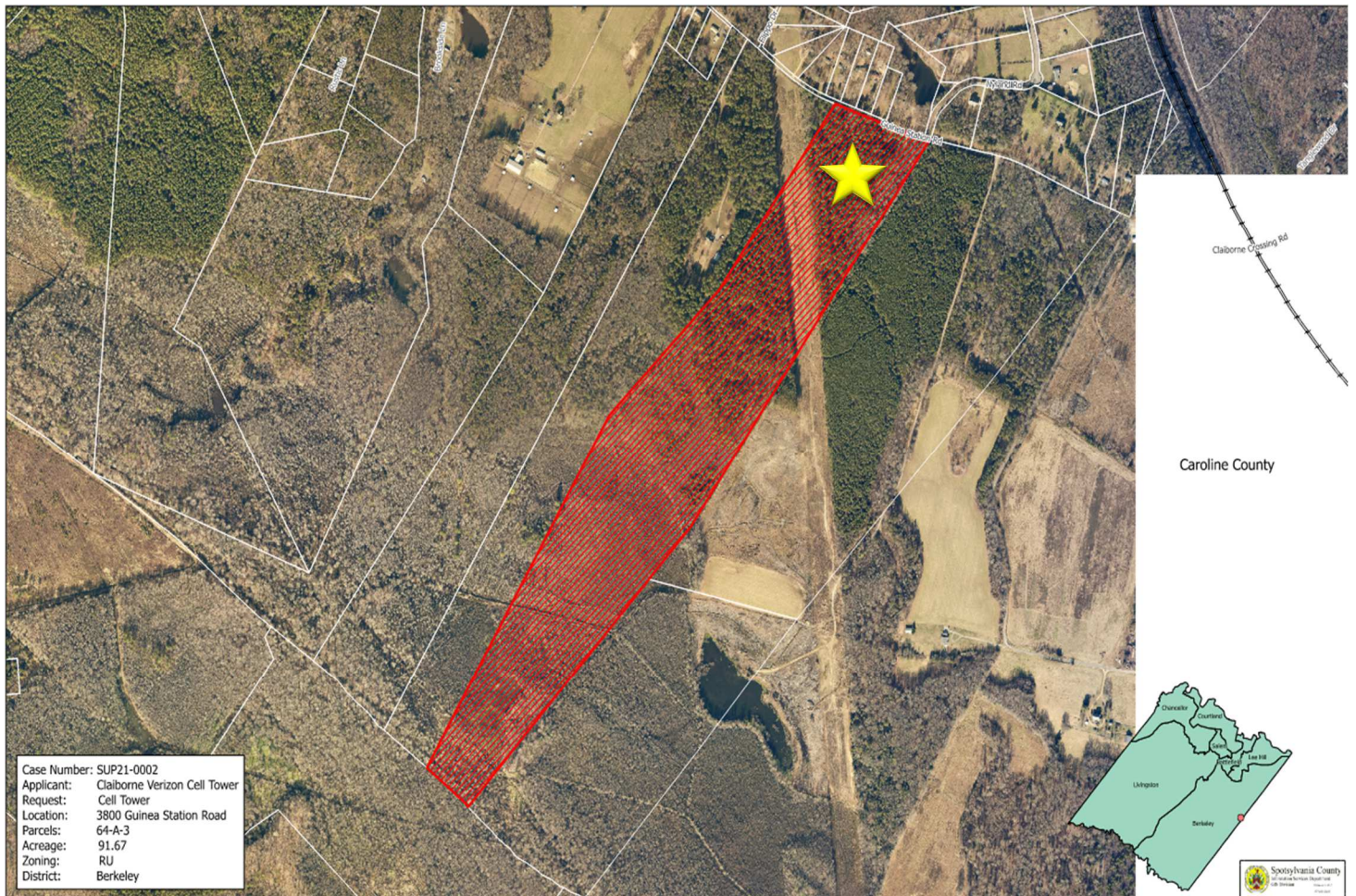
July 27, 2021

Planning Commission Recommendation:	The Planning Commission found SUP21-0002 substantially in accord with the Comprehensive Plan and recommended approval of the Special Use Permit with conditions, with a vote of 6-0.
Staff Recommendation:	Staff recommends approval of the Special Use Permit with conditions.
Project:	“Claiborne Cell Tower”
Owner	Gilman Land and Timber LLC
Applicant:	Cellco Partnership
Request:	The applicant requests a Special Use permit for a 195-foot monopole telecommunication tower with 4-foot lightning rod, for a total of 199 feet in height, on an approximately 91.76-acre parcel zoned Rural (RU) District. In addition, the Planning Commission must review the proposal in accordance with the Code of Virginia, Sec. 15.2-2232, to determine whether the proposed facility is in substantial accord with the Comprehensive Plan.
Tax Map Parcel(s):	64-A-3
Location:	The property is addressed as 3800 Guinea Station Road and is located on the south side of Guinea Station Road (Route 607) approximately 706 feet east of Flippo Drive (Route 634) and approximately 1,500 feet west of the Caroline County line.
Zoning Overlay:	None
Future Land Use Designation:	Rural Residential
Historic Resources:	None identified
Date Action Required:	August 12, 2021 (The Board has 150 days from a complete application to make their decision per Federal Telecommunications Act Section 332(c)(7)(B)(11)).
Community Meetings:	The applicant held a community meeting regarding this proposal on February 6, 2020. There was only one concern expressed during the meeting regarding the site selection process, particularly whether adjacent parcels had also been considered.

Figure 1: Zoning Map



Figure 2: Aerial Map



I. Project Summary

The telecommunications facility is proposed in the northernmost section of the approximately 91.76-acre parcel currently zoned Rural (RU) District. The subject parcel is a vacant heavily wooded parcel with a large swamp at the southwest corner and a 200-foot Dominion Power easement running diagonally from the northwestern corner to the southeastern corner. The subject parcel is bordered to the north by single family residential properties in the Nyland Subdivision and Nyland Estates, with the closes residence being approximately 450-feet from the tower. The Nyland Subdivision and Nyland Estates residential lots that are adjacent to the subject parcel are zoned RU and range in size from 1 to 5 acres. To the west the subject parcel is bordered by a large single family detached residential lot and to the east and to the south by large heavily wooded vacant parcels, all zoned RU.

As proposed the 195-foot monopole communication tower will be topped by a 4-foot lightning rod, for a total of 199 feet in height. The Generalized Development Plan (GDP) depicts that the tower will be located within a 2,500 square foot compound that will be constructed approximately 180 feet from the ultimate right of way of Guinea Station Road. A 7-foot tall chain link fence topped with 12 inches of barbed wire as an anti-climbing device is shown surrounding the proposed compound. The site will be accessed through a proposed 12-foot wide private access road from Guinea Station Road (Route 607). The GDP also depicts approximately 0.16 acres (6,970 square feet) to be dedicated for future right of way. The proposed tower is located approximately 356 feet from the eastern property line, approximately 5,703 feet from southern property line, approximately 419 feet from the western property line and approximately 211 feet from the proposed property line (upon dedication of the future right of way) along Guinea Station Road. Based on the images from the balloon test, the top portion of the tower will be visible approximately 1,198 feet east, approximately 1,171 feet northwest, and approximately 3,607 feet south of the site. Guinea Station Road is part of a designated Civil War Trail and is recognized as a Scenic Byway. In an attempt to provide screening at the ground level, protecting the view shed; the applicant shows a 30-foot street buffer, consisting of existing vegetation, along Guinea Station Road which exceeds the required 15-foot street buffer. In addition to the street buffer which is along the property's frontage, the GDP also depicts a 100-foot vegetation preservation buffer surrounding the proposed lease area and compound which will remain undisturbed and will be allowed to naturally reforest with the exception of the 20-foot wide access road that is also identified on the GDP.

The applicant's GDP depicts the proposed antennas for Verizon located at a height of 192-feet above ground level (AGL) and allows for at least four future co-locations at 180-feet, 170-feet, 160-feet, and 150-feet AGL respectively. The height of the monopole was determined by the applicant to be the lowest possible height that will eliminate current network deficiencies and provide state of the art capacity for its voice and data services. Prior to determining that a new facility was necessary to satisfy its service objective, the applicant considered co-location on a Dominion Virginia Power structure. Verizon determined the facility was not structurally capable of supporting the antenna or equipment and the facility would not enable Verizon to satisfy its service objectives.

II. Spotsylvania County Comprehensive Plan Analysis

The Planning Commission must review the proposal in accordance with the Code of Virginia, Sec. 15.2-2232 to determine whether the facility's location, character, and extent are substantially in accord with the Comprehensive Plan. Staff offers the following analysis:

Location: The Telecommunications Tower proposal being considered for a Special Use permit is located outside of the limits of the Primary Development Boundary. The Primary Development Boundary defines the area within which public water and sewer utilities will be provided. The Primary Development Boundary is shown on the Future Land Use Map of the Comprehensive Plan. Land within the boundary is intended to develop with higher residential densities and more intensive non-residential uses than outside of the boundary. By maintaining a Primary Development Boundary, the County encourages the most efficient use of the land while preserving the rural character. Given the nature of telecommunications infrastructure necessary to provide services across wide geographies, such uses are generally compatible with lands within and outside of the limits of the Primary Development Boundary.

The project area has a rural residential land use designation as per the Future Land Use Element of the Comprehensive Plan. The rural residential designation encompasses most of the area outside the Primary Development Boundary. In general, rural residential development has a density of one unit per two acres and greater, including large lot residential, cluster development, farms, and forestland. These properties are served by private wells and septic systems. The preservation of land through conservation easements or preservation methods defined by the County Code may also be appropriate within this land use.

The project is consistent with the land use designation. Telecommunications infrastructure benefits emergency responders, all land uses and the motoring public. Like other prior approved telecommunications towers outside of the Primary Development Boundary with similar land use designations, such infrastructure is suited for a wide array of land use designations across geography, generally.

Considering location, the proposal meets Comprehensive Plan Introduction and Vision Chapter Guiding Principles and Policies A.2, “[to] Support the installation of broadband internet, telecommunications infrastructure, microwave towers, fiber optics, and similar communications systems that meet an identified need for communications support for businesses throughout the County”, and Land Use Chapter Policies Applicable to All Land Uses 7: “[To encourage] the provision of fiber optic cable and other technological infrastructure throughout the Primary Development Boundary, and to the extent feasible, the County as a whole”. Also, from a Land Use perspective the proposal complements Policies 6 and 7 of the Commercial Land Use Designation: “[To] encourage the retention and expansion of existing business operations...” and “[To] encourage non-retail commercial operations.”

Location is also favorable due to findings of no negative impacts to historic resources, environmental resources and wildlife habitats. Pursuant to Comprehensive Plan Introduction and Vision Guiding Principles and Policies B.4 “[To] preserve significant...historic, and cultural resources...”, and Historic Resources Chapter Policy 2, “[To] ...support projects that consider and mitigate the impact of development projects on historic and cultural resources...”, the NEPA study has verified that “no historic properties existed within the direct Area of Potential Effect (APE), and that the tower would have no effect on historic properties within the visual APE (Area of Potential Effect).” The proposed project was also found to have “no statement of interest from any

Indian tribe”. There are no identified primary, secondary, or tertiary priority Civil War Related lands documented in or around this site. Staff notes that Guinea Station Road is part of a designated Civil War Trail and is a recognized Scenic Byway. As a result, the location of the proposal just off Guinea Station Road warranted further exploration of potential impacts of the proposal along the corridor considering the location of the proposal resulting in visual or character impacts of concern. Staff reached out to the Fredericksburg and Spotsylvania National Military Park (NPS), Civil War Trails, VDOT and the Virginia Department of Conservation and Recreation concerning potential impacts of this proposal. No concerns of significance were raised. From a County perspective as steward of its historic resources and character, the applicant has positively agreed to expand the depth of a forested buffer between Guinea Station Road and the tower compound from twenty to thirty feet since initial application, preserving existing vegetation onsite. This enhanced screening depth is expected to reduce the immediate visibility of the tower site from ground level. Trees along the road frontage are generally tall pines without significant underbrush resulting in expected visibility towards the site with no certainties for vegetation retention beyond the 30’ buffer. To enhance screening, staff identified the area within the lease area but outside of the tower compound as an area where tree preservation, additional plantings, or natural reforestation may be well suited for expanded screening and buffering.

Pursuant to Natural Resources Policy 1, “[To] balance the protection of environmental resources and natural wildlife habitats with development”, staff notes correspondence with the Virginia Department of Game and Inland Fisheries notes “Action may affect the northern long-eared bat; however, any take that may occur as a result of the Action is not prohibited under the ESA Section 4(d) rule adopted for this species at 50 CFR § 17.40(o) [as determined through the Information, Planning, and Consultation System (IPaC) northern long-eared bat assisted determination key]”. The Virginia Department of Conservation and Recreation (DCR) noted the activity will not affect any documented state-listed plants or insects. Through DCR’s review, a note was made recognizing the area as part of a mapped Ecological Core C5 (least ecologically relevant for tier purposes) threatened with fragmentation resulting from project installation. As noted earlier, the applicant has proposed to enhance transitional screening between Guinea Station Road and the compound. This area includes a partially deforested area in front of the compound to reduce fragmentation concern. The applicant has positively agreed to expand the depth of a forested buffer between Guinea Station Road and the tower compound from twenty to thirty feet since initial application, preserving existing vegetation onsite. This enhanced screening depth is expected to reduce the immediate visibility of the tower site from ground level and reduce the extent of cited fragmentation. This enhanced screening depth is expected to reduce the immediate visibility of the tower site from ground level. Trees along the road frontage are generally tall pines without significant underbrush resulting in expected visibility towards the site with no certainties for vegetation retention beyond the 30’ buffer. To enhance screening, staff identified the area within the lease area but outside of the tower compound as an area where tree preservation, additional plantings, or natural reforestation may be well suited for expanded screening and buffering.

Character: On balance, the proposal meets Land Use Policy 8: “Redevelopment and investment in existing developed areas should be encouraged provided that the development does not adversely impact adjoining properties.” The proposed tower would stand within an existing forested area. As a result, much of the tower except for the structure that rises above the tree line, will be screened with existing vegetation. Presence of surrounding woodlands is a positive element of this proposal as it reduces character impacts on the immediate surroundings. Staff notes that the

applicant has considered visibility impacts and in the interest of reducing contrast against the surroundings as noted in the project narrative “VZW is proposing a monopole design for the facility, which is much less visually obtrusive than other tower designs while still being able to meet the coverage objectives of the site. The monopole will be a matte galvanized steel, which will help blend the portion of the facility above the existing tree line with the sky.” Additionally, per the project narrative “antennae shall be neutral, non-reflective color with no logos”.

Staff notes that Guinea Station Road is part of a designated Civil War Trail and is a recognized Scenic Byway. As a result, the location of the proposal just off Guinea Station Road warranted further exploration of potential impacts of the proposal along the corridor considering the location of the proposal resulting in visual or character impacts of concern. Staff reached out to the Fredericksburg and Spotsylvania National Military Park (NPS), Civil War Trails, VDOT and the Virginia Department of Conservation and Recreation concerning potential impacts of this proposal. No concerns of significance were raised. From a County perspective as steward of its historic resources and character, the applicant has positively agreed to expand the depth of a forested buffer between Guinea Station Road and the tower compound from twenty to thirty feet since initial application, preserving existing vegetation onsite. This enhanced screening depth is expected to reduce the immediate visibility of the tower site from ground level. This enhanced screening depth is expected to reduce the immediate visibility of the tower site from ground level. Trees along the road frontage are generally tall pines without significant underbrush resulting in expected visibility towards the site with no certainties for vegetation retention beyond the 30’ buffer. To enhance screening, staff identified the area within the lease area but outside of the tower compound as an area where tree preservation, additional plantings, or natural reforestation may be well suited for expanded screening and buffering.

Resulting from balloon flight and staff visit to the site on multiple occasions the tower is not expected to be visible from distant locations. Topography and existing tree cover help shield the extent of visibility to the immediate area mostly.

At 199’ (including lightning rod), the tower will inevitably exceed the height of the natural tree canopy and is expected to be visible from some vantage points exhibited by the project renderings resulting from prior balloon flights generally in close proximity to the project, and additional private property and residence locations not readily available for similar simulations. For examples, see balloon test tower renderings View 3, 5, 8. The nearby residences are chiefly located along the north side of Guinea Station Road extending from the Caroline County line to Church Pond Road where the balloon flight identified visibility. The homes are located on a higher elevation and look down upon Guinea Station Road and lands to the south. This stretch of road includes Nyland (DHR ID 088-0100), a mid-19th century home of historic significant identified as National Register of Historic Places eligible. Additional illustrative renderings of the tower based on the balloon flight were added considerate of the historic property. Of the 4 viewing sites from Nyland, 1 location was identified where the tower would be visible.

Extent: The proposed monopole tower structure is 199’ (including a 4’ lightning rod). This is a height typically seen for towers though the County has seen shorter projects in the past. Topography is often a factor to determine height. The applicant has confirmed that the proposed centerline for its antenna array is 192’ which is the lowest height possible to meet its coverage objectives. The project includes a 199’ vertical element within a 50’ x 50’ square foot secured telecommunications compound, accessed via a 12’ wide access-way from Guinea Station Road.

The extent of this project is not atypical. This project is designed for the ability to collocate additional carriers on the same tower in the future. This is considered positive as it reduces the likelihood/need for additional tower construction nearby in the foreseeable future.

Note: As per Code Sect. 23-4.5.1, Uses that are designated as "special uses" are generally compatible with other land uses permitted in a zoning district but which, because of their unique characteristics or potential impacts on the surrounding neighborhood and the county as a whole, require individual consideration of their design, configuration, and/or operation at the particular location proposed. Such individual consideration may also call for the imposition of individualized conditions in order to ensure that the use is appropriate at a particular location. Special uses are subject to Sect. 23-4.5.7, Standards of Review.

III. Special Use Standards of Review

Section 23-4.5.7 of the County Zoning Ordinance outlines eight standards that shall be met by an application for consideration of approval. The following table details those standards with staff comments.

STANDARDS OF REVIEW FOR SPECIAL USE APPROVAL	
STANDARD	STAFF COMMENT
1. Proposed use is in accord with the comprehensive plan and other official plans adopted by the county.	The project is consistent with the land use designation. Telecommunications infrastructure benefits emergency responders, all land uses and the motoring public. Like other prior approved telecommunications towers outside of the Primary Development Boundary with similar land use designations, such infrastructure is suited for a wide array of land use designations. The project area has a rural residential land use designation as per the Future Land Use Element of the Comprehensive Plan. The rural residential development supports densities of one unit per two acres and greater, including large residential lots, cluster development, farms, and forestland. The proposed tower will be located within an existing forested area. As a result, much of the tower except for the structure that rises above the tree line, will be screened with existing vegetation. The presence of the surrounding woodlands is a positive element of this proposal as it reduces impact on the character of the immediate surroundings.

2. Proposed use or development of the land will be in harmony with the scale, bulk, coverage, density, and character of the area.	The subject parcel is a vacant heavily wooded parcel with a large swamp at the southwest corner and a 200-foot Dominion Power easement running diagonally from the northwestern corner to the southeastern corner. The subject parcel is bordered to the north by single family residential properties ranging in size from 1 ac to 5 acres within the Nyland Subdivision and Nyland Estates, both zoned RU. To the west the subject parcel is bordered by a large single family detached residential lot and to the east and to the south by large heavily wooded vacant parcels, all zoned RU. The proposed tower compound encompasses less than 1% of the total parcel acreage and is sited more than 200' from Guinea Station Road and the 30' of existing vegetation along the frontage will be preserved. The tower except for the structure that rises above the tree line, will be screened with existing vegetation. The presence of the surrounding woodlands is a positive element of this proposal as it reduces character impacts on the immediate surroundings.
3. Proposed use will not hinder or discourage the appropriate development and use of adjacent land and buildings or impair the value thereof.	In rural residential areas such as the project area telecommunications infrastructure can encourage the appropriate development of adjacent land as the proposed facility will support the public's increased use of wireless devices for person, business, and educational needs. Staff does note the potential visual impacts as Guinea Station Road is part of a designated Civil War Trail and is recognized as a Scenic Byway. In an effort to ensure that the site is adequately screened at ground level view, protecting the view shed; the applicant's GDP shows a 30-foot street buffer along Guinea Station Road which exceeds the required 15-foot street buffer. In addition to the street buffer which is along the property's frontage, the GDP also depicts a 100-foot vegetation preservation buffer around the proposed lease area which will remain undisturbed and will be allowed to naturally reforest with the exception of the 20-foot wide access road that is also identified on the GDP.
4. Proposed use will not adversely affect the health or safety of persons residing or working in the neighborhood.	The proposed use is not expected to affect the health or safety of persons within adjacent neighborhoods. The closes residential structures

	are located approximately 450-feet north of the tower across Guinea Station Road. The proposed use will support the County's emergency communications efforts.
5. Proposed use will not be detrimental to the public welfare or injurious to property or improvements within the neighborhood.	The proposed use is not expected to be detrimental to the public welfare or to property or improvements within the neighborhood.
6. Proposed use is appropriately located with respect to transportation facilities, water supply, wastewater treatment, fire and police protection, waste disposal, and similar facilities.	The proposed use is appropriately sited with respect to these facilities.
7. Proposed use will not cause undue traffic congestion or create a traffic hazard.	The proposed use is not expected to cause any significant additional congestion or hazards to the existing road network; however, staff notes the need for a low volume commercial entrance.
8. Proposed use will have no unduly adverse impact on environmental or natural resources.	The proposed use will have no unduly adverse impact on environmental or natural resources.

IV. Findings

In Favor:

- The proposal is consistent with the Comprehensive Plan with respect to encouraging the provision of fiber optic cable and other technological infrastructure throughout the Primary Development Boundary, and to the extent feasible, the County as a whole.
- The proposal satisfies all of the Special Use standards of review as established in Sec.23-4.5.7 of the County's Zoning Ordinance.
- The proposal will enhance telecommunication coverage and products available for citizens and tourists.
- The proposal will encourage the retention and expansion of existing rural business operations.
- Proposed right-of-way dedication is favorable for future road improvements.
- Vegetative screening is expected to reduce the immediate visibility of the tower site from ground level when factoring in the 30' vegetative buffer along Guinea Station Road and tree preservation and reforestation in prior cleared areas within the lease area and outside of the actual tower compound. This is a favorable mitigation considering Guinea Station Road as a Civil War Trail, Scenic Byway, and within the Rural Residential land use area.

Against:

- Height of tower will inevitably exceed the height of the natural tree canopy and is expected to be visible from some vantage points generally in close proximity to the site as exhibited by the project renderings resulting from prior balloon flights.

V. Staff Recommendation and Conditions

Based on staff's analysis, the proposal is substantially in accord with the Comprehensive Plan. Therefore, staff recommend approval of SUP21-0002 with the following conditions:

1. The telecommunications tower and compound shall be developed in conformance with the Generalized Development Plan titled "Verizon, Site Name: Claiborne, 3800 Guinea Station Road Fredericksburg, VA 22408, Spotsylvania County" dated April 11, 2019 and last revised, May 10, 2021.
2. The final site design and operation of the facility must be in compliance with all other standards outlined in Sec. 23-7A.4.1 of the Code, except that Sec. 23-7A.4.1.12 is modified to not require the applicant to post a performance bond and Sec. 23-7A.4.1.10 is inapplicable.
3. If the operation of this site causes any interference to surrounding broadcast television receivers, amateur radio operations, or County radio system operations, the owner, applicant or its successors-in-interest shall investigate the complaint, work with the Spotsylvania County Cable TV and Telecommunications Commission to determine remediation, and correct the problem, if it is found to be the fault of one of the tower vendors, within thirty (30) days of receipt of written notice of the interference complaint to the County.
4. The variable width right of way along Guinea Station Road (Route 607), as identified on the GDP, will be dedicated to the County as part of the site plan review and approval process for the telecommunications facility, in accordance with the applicable County requirements and procedures.
5. The 100-foot vegetation preservation buffer as depicted on sheet Z-2 of the GDP will remain undisturbed and will be allowed to naturally reforest with the exception of the 20-foot wide access road as identified on the GDP.

June 16, 2021 Planning Commission Update:

During the Public Hearing, staff read a letter submitted from an adjacent property owner expressing their desire for the applicant to extend fiber optic connectivity to their parcel and their concern that all residents impacted by the tower should in return gain access to high speed internet.

Ms. Maddox made a motion to find that the facility's location, character and extent is substantailly in accord with the Comprehensive Plan; the motion was seconded by Ms. Carter and the motion passed with the Planning Commission voting 6-0.

Ms. Maddox made a motion to recommed approval of SUP21-0002 to the Board of Supervisors with conditions; the motion was seconded by Ms. Carter and the motioned passed with the Planning Commission voting 6-0.



**SPECIAL USE
APPLICATION**
(Please type or
print)

07/01/2019

Date: _____ Case: _____

110-0000-316-16-08 (395)	Mailing	\$	
260-0000-318-99-14	Intake	\$	65.00
	Process. Fee		
110-0000-316-16-08 (395)	Planning	\$	
110-0000-316-16-10 (334)	GIS	\$	190.00
260-0000-313-03-45	Zoning	\$	455.00

Total Filing Fee: _____

Cellco Partnership (d/b/a Verizon Wireless)

Applicant's Name

1831 Rady Court

Applicant's Address

Richmond, VA 23222

City, State, Zip Code

jholland@nbcllc.com

Applicant's E-mail Address

(757) 817-6628

Applicant's Telephone No.

David Beniamino / Jeff Holland

Agent's Name (Point of Contact for Application)

120 Eastshore Drive, Suite 300

Agent's Address

Glen Allen, VA 23059

City, State, Zip Code

jholland@nbcllc.com

Agent's E-mail Address

(757) 817-6628

Agent's Telephone No.

Property Owner Information:

Gilman Land and Timber LLC

Name

13423 Farrington Road

Address

Ashland, VA 23005

City, State, Zip Code

Telephone No.

Parcel Location: 3800 Guinea Station Road, Fredericksburg, VA 22408

Tax Map Parcel Number: 64-A-3

Acreage: 91.76 ac

Zoning District: RU (Rural District)

Overlay District: N/A

Proposed Use: 199' wireless communications facility

**If Applicant is not the owner, attach
documentation of owner's consent**

To: The Board of Supervisors of Spotsylvania County, Virginia. The above named applicant(s) hereby petition(s) for the approval indicated above for the described property and as shown on the attached materials made a part of this Application.

I hereby certify by my signature below that I am the owner of record of the named property or that I am authorized to act on behalf of all the owners of record of the named property to execute this application. I further certify that all information I have provided thereon is complete and accurate. I agree on behalf of myself and all owners to conform to the Zoning Ordinance, Subdivision Ordinance, Virginia Uniform Statewide Building Code, Erosion Ordinance, Chesapeake Bay Preservation Ordinance, the Water and Sewer Construction Specifications of Spotsylvania County, and all other applicable laws and regulations of this jurisdiction.


Signature of Owner or Agent with POA*

2/4/21

Date

David Beniamino

Print Name

Signature of Owner or Agent with POA*

Date

Print Name

*I have read this Application, understand its intent and freely consent to its filing. Furthermore, I have the power to authorize and hereby grant permission for Spotsylvania County Officials and other authorized government agents on official business to enter the property to process this Application.

Voting District: _____ Census Tract: _____ Traffic Analysis Zone: _____

(To be completed by the Planning Department after submission)

Cellco Partnership (d/b/a Verizon Wireless) Special Use Permit Application

**Site Name: Claiborne
3800 Guinea Station Road
Fredericksburg, VA 22408
Parcel #64-A-3
Zoning District: Rural (RU)**

Project Narrative

Pursuant to Section 23-6.24.3(39) of the Spotsylvania County Zoning Ordinance, Cellco Partnership, d/b/a Verizon Wireless (hereinafter “VZW”) seeks a Special Use Permit from the Spotsylvania Board of Supervisors for the proposed wireless telecommunication facility, as described herein (“Facility”). The proposed installation is critical to VZW’s goal of providing state of the art capacity for its voice and data services, including wireless broadband, along Guinea Station Road (SR 607) in Spotsylvania County. As indicated on the aerial network map included as a part of this submission package (“Network Map”), antennas operating on the proposed Facility will connect with antennas being operated by the Applicant on the following existing towers, which are the only towers in proximity to the proposed Facility: (1) a 200 foot self-support tower (VZW site name: Massaponax) at the intersection of Massaponax Church Road and Interstate 95 approximately 3 miles to the northwest; (2) a 250 foot self-support tower (VZW site name: Lock’s Corner) on Fredericksburg Turnpike in Bowling Green, VA approximately 4.17 miles to the east; and (3) a 285’ guyed tower (VZW site name: Nancy Wright) on Jefferson Davis Highway in Woodford, VA approximately 5.16 miles to the southwest.

Like the networks of all other wireless carriers, VZW’s network of antenna sites are largely based on the use of existing towers and tall structures, built by VZW and other wireless carriers and tower companies. Before determining that a new tower was necessary to satisfy its service objectives, the Applicant first searched the area around the pin labeled, “Guinea Station Road” on the Network Map, for existing towers and/or tall structures on which it could co-locate its antennas. There is only one structure within the search area on which VZW is not currently co-located. That structure is a Dominion Virginia Power structure, which is too short to enable VZW to satisfy its service objectives and is structurally incapable of supporting VZW’s antennas and equipment. Because there are no other existing towers or tall structures in the search area on which VZW could locate its antennas, VZW is seeking this Special Use Permit from the Board of Supervisors in order to construct a galvanized steel monopole tower, which will not be marked or lit, adjacent to a vegetated portion of the subject property.

The location of the proposed communication facility is currently zoned as part of the Rural District (RU). Under Section 23-6.24.3(39) of the Spotsylvania County Zoning Ordinance, Telecommunication facilities are permitted by approval of a Special Use Permit.

Facility Description

As shown in the attached Site Plan, prepared by John Daughtrey, PE, Network Building + Consulting, LLC, and dated September 17, 2020, VZW proposes to construct a 195’ tall monopole style wireless telecommunications facility (the “communications facility”) within a small leased area on the subject parcel. VZW’s antennas, cables and related equipment will be attached to the monopole on a platform mounted at a centerline height of 192’ above ground level (AGL). A four (4) foot tall lightning rod will be attached to the monopole for a total height of 199’ AGL.

The proposed Facility would be located in the northernmost section of the above referenced 91.76 acre parcel within VZW's 100' x 100' leased area containing a 50' x 50' fenced equipment compound. The Facility will be accessed by a 12' gravel access drive (within a 20 utility and access easement) off of Guinea Station Road (SR 607).

The closest property lines to the east, west and south contain stands of existing mature hardwood trees that will screen the fenced compound and large portions of the Facility from the neighboring properties. Properties to the north, across Guinea Station Road, contain residential uses that will be screened from the Facility by an existing stand of mature hardwood trees.

The proposed Facility will operate continuously and will not require any occupants or employees on site. The Facility will be serviced by a technician on a monthly basis or during a service outage so there will be no impact on traffic in this area.

Compliance with the Spotsylvania County Zoning Ordinance

Sec. 23-7A.3.3. - Special use permit review process.

Prior to submitting an application for a special use permit, the applicant shall:

- (a) Meet with the director of planning to discuss all aspects of the proposal.

Representatives from VZW met with Spotsylvania County staff on August 15, 2019 to discuss all aspects of the proposal and hear feedback regarding the proposal.

- (b) Conduct a balloon test:

- The balloon shall be a minimum five (5) feet in diameter and be of a highly visible color.
- The balloon shall be flown during daylight hours for two (2) consecutive days.
- An alternate date shall be planned for in the event that the weather is not conducive to a balloon test.
- The applicant is responsible for securing all FAA approvals prior to this demonstration.

A balloon test conforming to the requirements of 23-7A.3.3(b) of the Spotsylvania Zoning Ordinance was held on January 28th 2020 and January 30, 2020, as the previously scheduled date of the second consecutive day on January 29, 2020 was canceled due to inclement weather. After the community meeting was held by VZW representatives, one additional balloon test was held for the purpose of generating an additional set of photo simulations from the Nyland property, located at 7401 Nyland Road. Copies of the Affidavit of Publication and Certificate of Mailing Notice of Balloon Test and Community Meeting have been included as a part of this submission package.

- (c) Hold a community meeting in compliance with the County of Spotsylvania Community Meeting Policy:

- Notice of the meeting and balloon test shall be advertised in the local newspaper twice no more than fourteen (14) and no less than five (5) days prior to the balloon test.
- Notification shall be mailed to all properties within two thousand (2,000) feet of the subject property no less than fourteen (14) days prior to the balloon test.
- Discussion shall include the balloon test, photo simulations, and current plans.
- Results of the meeting shall be reasonably incorporated into applicant's filing submission package.

A community meeting conforming to the requirements of 23-7A.3.3(c) of the Spotsylvania Zoning Ordinance was held on February 6, 2020 at Massaponax High School, located at 8201 Jefferson Davis Highway. Copies of the Affidavit of Publication and Certificate of Mailing Notice of Balloon Test and Community Meeting are enclosed herewith for reference, together with a copy of the Community Meeting sign-in sheet. At the community meeting, VZW representatives were able to answer questions and address concerns regarding the proposed Facility to the satisfaction of most in attendance. However, there is a large extended family of residents owning land primarily in Caroline County, who would prefer to have the proposed Facility located on land owned by any one of their extended family members. To this end, the family member, who owns land in Spotsylvania County, adjacent to the subject property scheduled a follow-up in person meeting with Staff, Supervisor Marshall and VZW representatives, which was held on March 9, 2020. At that meeting, it became clear that the adjacent property owner would prefer to have the Facility relocated to his property.

(d) The applicant shall submit a complete application package and review fee to the county. A complete application includes the following information:

A completed application, including the Special Use Permit fee of \$7,270.00 has been included as a part of the submission package.

1. Scaled drawings, signed and sealed by appropriate licensed professionals, showing the location and dimensions of all improvements, including information concerning the structure, equipment, utilities, grounding, topography, ANSI collapse zone, setbacks, drives, parking, fencing, landscaping, adjacent uses and other information deemed necessary to assess the siting and design.

A scaled set of drawings, prepared by Network Building & Consulting and signed and sealed by Mr. John A. Daughtrey III, P.E. has been submitted as a part of the submission package.

2. Photographs of the site from a minimum of four (4) points surrounding the site as designated by the director of planning that include a simulated photographic image to scale of the proposed wireless telecommunication facility to show the impact on other predominate land uses. The photograph with the simulated image shall include the foreground, mid-ground and the background of the site. A map shall be provided indicating the location and distance from the point at which the photograph was taken to the proposed site.

A set of photo simulations, prepared by Network Building & Consulting, showing the potential visual and aesthetic impacts of the proposed facility has been included as an attachment to this submission package. These photo simulations meet the criteria of Section 23-7A.3.3(2) of the Spotsylvania Zoning Ordinance. As indicated above, after the community meeting was held by VZW representatives, one additional balloon test was held for the purpose of generating an additional set of photo simulations from the Nyland property, located at 7401 Nyland Road. Those photo simulations have also been included as an attachment to this submission package.

3. A statement from an electrical engineer attesting that the cumulative effect of all existing and proposed antennae will not result in a ground level exposure of non-ionizing electromagnetic radiation (NIER) that exceeds the lowest applicable exposure standards established by the FCC.

Included with this application is a Radio Frequency Exposure FCC Compliance Assessment (NIER) prepared by Michael McGuire, P.E., EBI Consulting, dated December 3, 2020, confirming compliance with FCC RF Emissions safety requirements.

4. An inventory of the existing wireless telecommunication facilities owned and/or operated by the applicant and other entities associated with the application that are located within the jurisdiction of Spotsylvania County or within twenty (20) miles of the border thereof, including specific information about the location and height of each antenna and/or antenna support structure.

Pursuant to Virginia Code § 15.2-2316.4:2.A., a locality may not require an applicant to provide proprietary, confidential or other business information, including propagation maps, to justify the need for a new telecommunications facility; however, as indicated above, we have provided a map depicting the existing structures on which VZW is currently operating antennas, which will connect with antennas on the proposed Facility.

5. A radio frequency engineer's statement that specifically describes the coverage area objective, the "hand-off" sites, equipment specifications, methodology, assumptions, constraints and other factors used in the design. The engineer's statement shall be supported by propagation maps that include a legend referencing signal strength. At a minimum, the following coverage maps shall be presented:

- (a) Existing network coverage (minimum twenty (20) mile radius surrounding the proposed site).
- (b) Proposed coverage from the proposed site.
- (c) Composite network coverage (existing and proposed coverage).
- (d) Composite network coverage (existing and proposed coverage) demonstrating the effect on coverage as the height of the proposed structure is reduced at twenty (20) foot increments to a minimum height of eighty (80) feet AGL.
- (e) Capacity.

As indicated above, pursuant to Virginia Code § 15.2-2316.4:2.A.2., a locality may not require an applicant to provide proprietary, confidential or other business information, including propagation maps, to justify the need for a new telecommunications facility; however, as indicated above, we have provided a map depicting the existing structures on which VZW is currently operating antennas, which will connect with antennas on the proposed Facility.

6. Evidence demonstrating the inadequacy or unavailability of other structures within a three (3) mile radius of the proposed site. In assessing the adequacy of existing structures, the applicant should consider the use of one (1) or more existing structures or a combination of an existing structure and a new structure at a lower height than proposed as a means to achieve coverage objective.

VZW always attempts to co-locate on existing structures within the designated search area prior to proposing a new wireless telecommunications facility. Given the rural setting of the proposed area, no structures of sufficient height to meet VZW's engineering requirements are located within the

geographical search area. As indicated above, VZW is currently operating on all existing towers within 3 miles of the proposed Facility.

7. An engineering report by a structural engineer describing the structure height, design, and capacity of the proposed antenna support structure including the number and type of antenna which could be accommodated in accordance with the requirements set forth in the latest revision to ANSI EIA/TIE-222.

The proposed application for this Facility includes an initial design for the monopole; however, the exact specifications of the structure will be designed once approvals have been issued by Spotsylvania County. VZW will submit an engineering report certifying that the proposed monopole is compatible for co-location with a minimum of three (3) users as well as all applicable building codes at the time of Building Permit submission. A letter by Robert Beacom, P.E. of Sabre Industries, Inc, indicating that the monopole will be designed to meet the ANSI EIA/TIE-222 standards has been included as a part of this submission package.

8. For new structures, a copy of the owner's co-location policy.

VZW does not have a co-location policy per se, but the company routinely works with other wireless communications providers, local governments, and other FCC licensed users to permit the co-location of antennas and supporting equipment. VZW has Master / Standard License and Leasing Agreements (MLA / SLA) in place with the national wireless providers and several regional wireless providers. VZW's general co-location guidelines have been included as an attachment to this submission package.

9. FAA air navigation hazard determination report. A consultant study will not be accepted as a substitute to this requirement.

Included as an attachment to this submission package is a Federal Airways & Airspace determination, issued April 18, 2019, which indicates that the proposed Facility does not require an FAA study based on its location and height. It also confirms that the proposed Facility will not have to be lit.

10. FCC environmental compliance report identifying the impact on environmental resources, prepared in accordance with the National Environmental Policy Act of 1969 (NEPA).

Pursuant to Virginia Code § 15.2-2316.4:2.A.2. a locality may not require an applicant to provide information reviewed by a federal agency as part of the federal approval process, but may require an applicant to provide a copy of any approval granted by a federal agency, including the conditions imposed by that agency. Copies of the following documents confirming that the proposed Facility complies with the National Environmental Policy Act (NEPA) have been included as attachments to this submission package:

- 1) Letter from Cindy Schulz, of the U.S. Department of Interior Fish and Wildlife Service, dated June 10, 2019, confirming "no effect" and "not likely to have an adverse effect" on endangered or protected species;***
- 2) Letter from Tyler Meader of the Commonwealth of Virginia Department of Conversation and Recreation confirming no effect on state endangered plants or insects and***

encouraging the applicant to voluntarily comply with U.S. Fish and Wildlife interim guidelines for Communication Tower Siting, Construction, Operation and Decommissions'

- 3) *Email from SHPO dated June 6, 2019, concurring that there will be no adverse effect on historic resources with the APE; and*
- 4) *Letter from Jill Springer, Federal Preservation Officer of the FCC, dated June 20, 2019, confirming that she had received no "statement of interest" from any Indian tribe.*

11. Report describing the impact on historic resources prepared in accordance with Section 106 of the National Historic Preservation Act of 1966 (NHPA). This report should be accompanied by written comment by the State Historic Preservation Office (SHPO).

Pursuant to Virginia Code § 15.2-2316.4:2.A.2., a locality may not require an applicant to provide information reviewed by a federal agency as part of the federal approval process, but may require an applicant to provide a copy of any approval granted by a federal agency, including the conditions imposed by that agency. As indicated above, a copy of the written comment issued by SHPO on June 6, 2019 is included as an attachment to this submission package.

12. FCC license for each wireless service provider associated with the application.

A copy of VZW's FCC license has been included as an attachment to this submission package.

Sec. 23-7A.4.1. - General standards.

The following general standards shall apply to all applications proposing wireless telecommunication facilities:

1. A report prepared by a structural engineer certifying that the proposed structure is capable of supporting similar users, including the primary user. All new structures shall be built with the intent of allowing the maximum number of co-locaters possible.

The proposed application for this Facility includes an initial design for the monopole; however, the exact specifications of the structure will be designed once approvals have been issued by Spotsylvania County. VZW will submit an engineering report certifying that the proposed monopole is compatible for co-location with a minimum of three (3) users as well as all applicable building codes at the time of Building Permit submission. A letter by Robert Beacom, P.E. of Sabre Industries, Inc, indicating that the monopole will be designed to meet the ANSI EIA/TIE-222 standards has been included as a part of this submission package.

2. The following setback requirements shall apply:

- (a) All antenna support structures must maintain a minimum setback of one hundred ten (110) percent of the ANSI collapse zone standard from the nearest legally occupied structure and from all adjoining property lines. In the event that the same person(s) own several parcels, the setback shall be to the peripheral property lines created by the aggregate of the parcels.

Sheet Z-2 of the attached site plan shows the minimum setback of one hundred ten (110) percent of the ANSI collapse zone standard from all adjoining property lines. No legally occupied structures are within the proposed collapse zone.

(b) All wireless telecommunication facilities must satisfy the minimum zoning district setback requirements for primary structures.

Sheet Z-1 of the attached site plan shows the setbacks for the proposed facility. The setback from the northern property line is two-hundred and fifteen (215) feet; the western property line is four-hundred and nineteen (419) feet; the eastern property line is three-hundred and fifty six (356) feet; and the southern property line is five-thousand seven-hundred and two (5,702) feet. All proposed setbacks meet the standards of Sec. 23-6.24.4(e) of the Spotsylvania Zoning Ordinance.

3. Speculative structures are not permitted. Applications to construct new antenna support structures will not be considered unless evidence is presented of a legally binding commitment by at least one (1) wireless service provider agreeing to install and operate his equipment continuously on the proposed structure upon its construction for a minimum period of one (1) year.

Cellco Partnership d/b/a VZW is the applicant for this project and will be the anchor tenant for the proposed support structure.

4. The county is particularly mindful of the uniqueness of its historic resources. Every effort shall be made to minimize adverse impacts on such resources in the siting of telecommunication facilities. Every effort should be made to make each facility as aesthetically pleasing as possible. All stealth techniques when appropriate must be utilized.

VZW is proposing a monopole design for the Facility, which is much less visually obtrusive than other tower designs while still being able to meet the coverage objectives for the site. The monopole will be a matte galvanized steel, which will help blend the portion of the Facility above the existing tree line in with the sky. The Facility will be located within in a semi-cleared area bordered by woods and mature trees on the subject property that will screen the base of the tower from the public right of way on Guinea Station Road so that it blends in with the natural setting and surroundings. The existing stand of mature hardwood trees that line the northern property line identified on the drawings as “20’ Wide Frontage Tree Buffer to Remain Buffer” will be preserved to screen from the residential uses across Guinea Station Road.

5. All antenna support structures shall be enclosed by security fencing not less than six (6) feet in height, equipped with an appropriate anti-climbing device.

The proposed seven (7’) foot chain-linked security fence, depicted on Sheet Z-2, will contain appropriate anticlimbing devices.

6. The following requirements shall govern the landscaping surrounding wireless telecommunications facilities. The board of supervisors may waive or allow modified screening with a special use permit.

(a) Any combination of landscaped vegetative buffers, landscaped earthen berms or preservation of existing vegetation shall be provided around the perimeter of the site of any wireless telecommunication

facility to effectively screen the view of the equipment compound from surrounding perspectives. The standard buffer shall consist of a mix of native trees and shrubs planted in a landscaped area at least fifteen (15) feet wide outside the perimeter of the compound.

(b) Existing mature tree growth and natural landforms shall be preserved at a minimum radius depth of one hundred (100) feet from the base of the structure except as necessary to accommodate the proposed facilities and vehicular access.

(c) The wireless telecommunication facility owner is responsible for maintaining all landscape plant material in a healthy condition. Dead plants shall be removed and replaced in-kind.

The Facility will be located within in a semi-cleared area bordered by woods and mature trees on the subject property that will screen the base of the tower and fenced equipment compound from the public right of way on Guinea Station Road and adjacent residential properties so that it blends in with the natural setting and surroundings. A twenty (20) foot wide strip of existing hardwood trees along the frontage of Guinea Station Road will be preserved to screen the facility from the surrounding residential uses.

Due to the location of the proposed Facility and the existing mature hardwood trees surrounding the Facility, VZW is requesting that the Spotsylvania County Board of Supervisors waive Sec. 23-7A.4.1.6(A) of the Spotsylvania County Zoning ordinance, as the goals set out in the requirements will be served by maintaining the existing landscaping.

7. The treatment, color and lighting system for wireless telecommunication facilities shall be as follows:

- (a) Antenna support structures shall either maintain a galvanized steel finish, or subject to any applicable standards of the FAA, be painted a neutral color so as to reduce visual obtrusiveness.
- (b) Antennae shall be a neutral, non-reflective color with no logos.
- (c) The design of wireless telecommunication facilities shall to the extent possible use materials, colors, textures and screening that will blend the facilities with the natural setting and the built environment.
- (d) If an antenna is installed on a structure other than an antenna support structure, the antenna and ancillary equipment shall be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure.
- (e) Antenna support structures at least eighty (80) feet in height that are not required to be lit by federal regulations shall be equipped with beacon strobe lights that can be remotely activated.
- (f) Advertising without prior approval of the board of supervisors is not permitted on any component of the wireless telecommunication facility.
- (g) Utility lines shall be placed underground.

The proposed 195' monopole will have a galvanized steel finish and will contain no advertising. The proposed antennas will be a neutral, non-reflected color and contain no logos. All utility lines will be placed underground.

8. Applicants shall submit with the intent to occupy the lowest height possible to meet their coverage objectives. Reverse stacking is encouraged in order to reduce the number of taller towers.

VZW is proposing a centerline for its antenna array at one-hundred and ninety two (192) feet, which is the lowest height possible to meet its coverage objectives.

9. Wireless telecommunication facilities shall be designed and installed so as not to interfere with the county's public safety/service radio system or public safety/service radio systems operated in other jurisdictions. Any entity operating wireless telecommunication facilities determined to interfere with the county's or another jurisdiction's public safety radio system shall take corrective action immediately upon discovery. All wireless providers must check prior to network deployment and annually thereafter with the director of emergency communications to insure compliance.

VZW currently complies and will continue to comply with all FCC standards regarding reporting requirements and radio frequency emissions. Included with this application is a Co-Location Interference Analysis Report prepared by EBI Consulting, dated November 30, 2020.

10. All new towers, monopoles, or like structures hereafter constructed in the county shall include, at no cost to the county, space, as the county may require, for installation by the county of components for its communication system(s) (including both tower space and sheltered equipment space on the ground.)

Virginia Code Section 15.2-2316.4:2.A.8., prohibits a locality from conditioning its approval of a new tower on the applicant's willingness to allow wireless facilities provided or operated by a locality, to be placed on the tower at no cost. If Spotsylvania County wishes to have an opportunity to co-locate its equipment on the facility once it is approved, an application and associated lease agreement will need to be negotiated with VZW's third-party leasing vendor. Contacts are available upon request.

11. All wireless telecommunication facilities must meet or exceed current standards and regulations of the FAA, the FCC and any other agency of the federal government with the authority to regulate their operation. If such standards and regulations are changed, then the owners of the facilities shall bring such facilities into compliance with such revised standards and regulations as required by law. Failure to comply shall constitute grounds for the removal of the facility at the owner's expense.

The proposed site will meet all applicable standards and regulations of the FAA, FCC and any other agency of the federal government with the authority to regulate structures and antennas.

12. At such time that any component of the wireless telecommunication facility ceases to be operated for a continuous period of twelve (12) months, it shall be considered abandoned, and the owner of such facility shall remove same or opt to convey tower to county within ninety (90) days of receipt of notice from the department of planning of the removal requirement. The applicant shall post a performance bond equivalent to the cost of removal of the said tower facility from existence with the director of planning prior to issuance of a permit. If removal to the satisfaction of the department of planning does not occur within ninety (90) days, the county may remove and salvage the telecommunications facility or tower and all supporting equipment and building(s) at the owner's expense.

All antennas and support structures will be removed from the proposed site within ninety (90) days of receipt of notice from Spotsylvania County that the facility has been deemed abandoned. However, Virginia Code Section 15.2-2316.4:2.A.4., prohibits a locality from disapproving an application based on the imposition of surety

requirements to ensure that abandoned or unused wireless facilities can be removed unless locality imposes similar requirements on other permits for other types of similar commercial development.

13. The owner of each antenna support structure shall have a safety inspection conducted annually by a registered professional engineer licensed by the Commonwealth of Virginia. A copy of the inspection report shall be filed annually in March with the director of planning. The report shall state the current user status of the antenna and/or support structure and the overall condition of the facility in accordance with the latest revision of ANSI EIA/TIA-222, and any subsequent amendment thereto.

VZW will submit a safety inspection report to the director of planning each year, no later than March 1st, stating the current use of the wireless communications facility, all users and the overall condition of the facility.

14. The owner of the antenna support structure shall provide the name and address of a contact person during the approval process and shall notify the department of planning in writing of any changes. The name and address of a registered agent for each lessee of tower space shall also be provided to the department of planning and the commissioner of revenue by January 1st of each year.

VZW has designated Jeff Holland, AICP (120 Eastshore Drive, Suite 300 Glen Allen, VA 23059) as the primary contact person during the approval process and construction of the facility. Once the facility has been constructed and finalized, the same and address of the registered agent for ongoing communication will be provided to Spotsylvania County. The name and address of a registered agent for each lessee of tower space shall also be provided to the department of planning and the commissioner of revenue by January 1st of each year.

Compliance with the Spotsylvania County Comprehensive Plan 2018

The Land Use Plan

The future land use designated for the area is rural residential uses. The Facility will not impact the development of these uses as it will use only approximately 100' x 100' footprint on a heavily wooded agricultural parcel. The proposed Facility will not create any flood and/or other hazardous, deleterious or otherwise undesirable substance or conditions as it will not be located within a flood plain. The Facility is an unmanned facility and will not require any additional fire or police protection.

The proposed Facility will not impact Spotsylvania County's transportation needs or impact its water and sewer facilities as water and sewerage are not required. The proposed improvements at the subject property will not impact drainage as it is utilizing an existing entrance off Guinea Station Road and the proposed 12' access road will be properly designed with erosion and sediment control features.

In regard to the health, safety and welfare of Spotsylvania County and its residents, the Facility will not generate any traffic other than a visit once a month by a technician. The Facility will not generate any noise, vibrations, dust or fumes other than during the initial construction period. There will be no outside storage of equipment and no signage other than required by Spotsylvania County or the FCC will be posted. The Facility operates continuously 24/7 and will contain the 199' self-support monopole tower, antennas and lines, ground based radio equipment, telco, electric and fiber utilities located within a 50' x 50' fenced compound.

Public Facilities Plan

The proposed Facility will further the Public Facility Goals and Objectives of Spotsylvania County in innumerable ways, including by (a) enabling citizens to work from home, (b) attracting businesses that depend on reliable wireless service, and (c) facilitating on-line learning and access to educational and government services and information to improve the welfare of citizens.

A strong wireless infrastructure allows residents to work remotely and operate home businesses as well as take advantage of on-line educational resources, which help create a strong workforce. Since 2005, the number of Americans working from home has doubled, not including those who are self-employed. Without robust communications infrastructure, prospective residents who want or need to work from home are unable to settle or remain in the area. Even before the current pandemic, students needed excellent internet access in order to download and upload assignments, watch educational videos posted by teachers, and research on-line. Students without good internet service have been shown to be at a significant educational disadvantage. During the current pandemic the need for robust wireless services has become even more apparent, as the result of stay at home order that has forced schools to educate online and employees to work from home. The lack of availability of robust wireless services and high speed internet has increased the focus on the growing digital divide. Excellent wireless services are no longer a luxury, but an absolute necessity.

The proposed wireless internet and enhanced data services to be provided by VZW will also provide attractive assets to businesses looking to locate in the county both from a business perspective as well as a quality of life perspective. Further, travel and tourism are an important part of the County's economy. Visitors to the County's many historic and recreational sites expect to have reliable wireless service wherever they travel in the County.

Final Summary

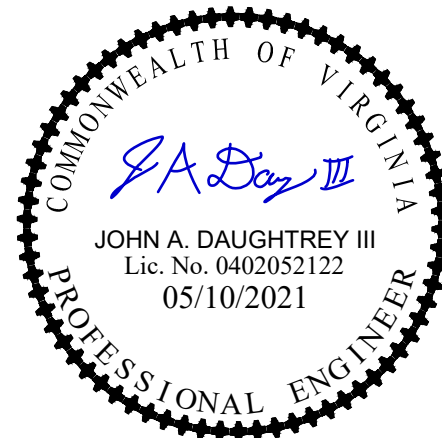
This proposal meets the requirements of the Zoning Ordinance for wireless telecommunications facilities, meets the criteria for a Special Use Permit, and is consistent with the goals and objectives of the Spotsylvania County Zoning Ordinance and Comprehensive Plan. The proposed Facility is necessary to support the public's increased use of wireless devices for personal, business and educational communications, as well as emergency communications. The proposed Facility would benefit the general welfare of the citizens of Spotsylvania County by improving wireless communications infrastructure in compliance with good zoning practices. In addition, there will be limited visual impact to the residential homes in closest proximity to the Facility because they are fairly well shielded by existing mature vegetation and are topographically at a higher elevation than the Facility.



CLAIBORNE
VERIZON NEW BUILD
3800 GUINEA STATION ROAD
FREDERICKSBURG, VA 22408
SPOTSYLVANIA COUNTY

REVISIONS

REV	DATE	DESCRIPTION	BY
5	05/10/21	REVISED	CCC
4	03/18/21	REVISED	CCC
3	03/08/21	REVISED	KLB
2	09/17/20	REVISED	CCC
1	4/16/19	FINAL	DCB
0	04/11/19	PRELIMINARY	DCB



JOHN A. DAUGHTREY III, P.E.
VA PROFESSIONAL ENGINEER LIC. #052122

TITLE SHEET

T-1

SITE INFORMATION

PROJECT DESCRIPTION:	RAWLAND: PROPOSED INSTALLATION OF TELECOMMUNICATIONS TOWER AND RELATED EQUIPMENT WITHIN SECURED COMPOUND.
SITE ADDRESS:	3800 GUINEA STATION ROAD FREDERICKSBURG, VA 22408
LATITUDE (NAD 83): LONGITUDE (NAD 83):	38° 09' 42.5071" -77° 27' 55.2315"
GROUND ELEVATION:	175.0' ± (ASML)
JURISDICTION:	SPOTSYLVANIA COUNTY
ZONING:	RU (RURAL DISTRICT)
PARCEL ID:	64-A-3
PARCEL AREA:	91.76± ACRES
PRINCIPLE USE:	VACANT
PARCEL OWNER:	GILMAN LAND AND TIMBER LLC
PARCEL OWNER CONTACT:	WILLIAM GILMAN 13423 FARRINGTON ROAD ASHLAND, VA 23005 (804) 798-7812
TOWER OWNER:	CELLCO PARTNERSHIP (D/B/A VERIZON WIRELESS) 1831 RADY COURT RICHMOND, VA 23222
STRUCTURE TYPE:	MONOPOLE
HEIGHT OF STRUCTURE:	195.0' AGL
RAD CENTER:	192.0' AGL
OVERALL HEIGHT OF STRUCTURE:	199.0' AGL
TOTAL LEASE AREA:	10,000 SQ. FT.
POWER PROVIDER:	DOMINION VA POWER (866)366-4357
TELCO PROVIDER:	VERIZON (800)871-9244

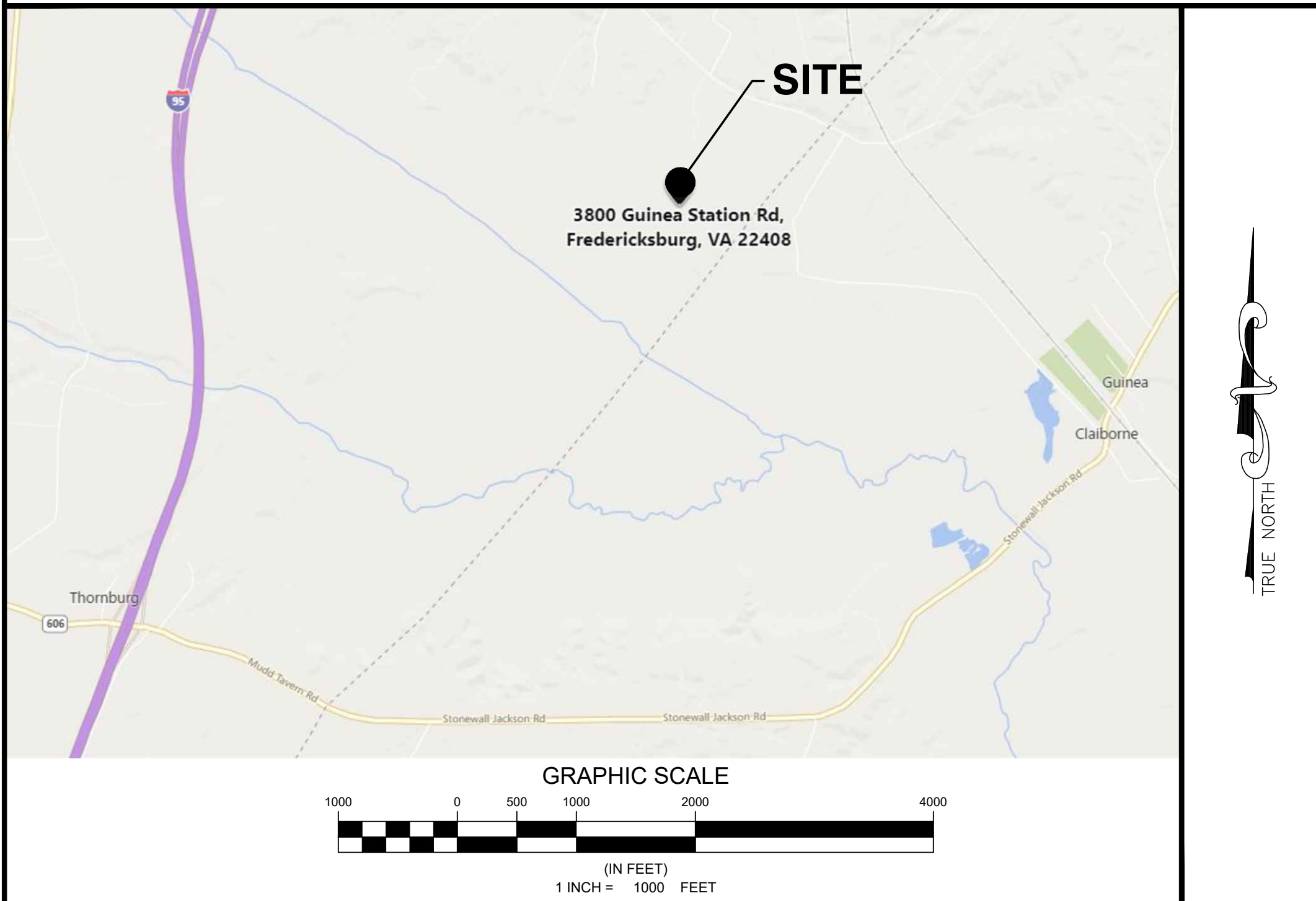
EMERGENCY INFORMATION:

SPOTSYLVANIA COUNTY FIRE & RESCUE:	(804) 507-7900
SPOTSYLVANIA COUNTY SHERIFF'S OFFICE:	(804) 507-7200

PROJECT TEAM

CONSTRUCTION MANAGER:	NETWORK BUILDING + CONSULTING, LLC AL BROWNE (804) 615-1848
PROJECT MANAGEMENT FIRM:	NETWORK BUILDING + CONSULTING, LLC SAMANTHA JETER (804) 837-5584
ENGINEERING FIRM:	NB+C ENGINEERING SERVICES, LLC. 120 EASTSHORE DRIVE SUITE 300 GLEN ALLEN, VA 23059 (804) 548-4079

VICINITY MAP



DIRECTIONS

DEPART RADY CT TOWARD RADY ST. TURN LEFT ONTO RADY ST. TURN LEFT ONTO MAGNOLIA ST. TURN RIGHT ONTO US-360 W / MECHANICSVILLE TPKE. TAKE RAMP FOR I-64 W. TAKE RAMP RIGHT FOR I-64 WEST TOWARD CHARLOTTESVILLE / WASHINGTON. KEEP STRAIGHT ONTO I-95 N / RICHMOND-PETERSBURG TPKE. AT EXIT 118, TAKE RAMP RIGHT TOWARD THORNBURG. TURN LEFT ONTO MUDD TAVERN RD. ROAD NAME CHANGES TO VA-606. TURN RIGHT ONTO US-1 N / JEFFERSON DAVIS HWY. TURN RIGHT ONTO GUINEA STATION RD. ARRIVE 3800 GUINEA STATION RD, FREDERICKSBURG, VA 22408.

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES.

- 2015 INTERNATIONAL BUILDING CODE
- 2014 NATIONAL ELECTRICAL CODE
- 2015 NFPA 101, LIFE SAFETY CODE
- 2015 IFC
- AMERICAN CONCRETE INSTITUTE
- AMERICAN INSTITUTE OF STEEL CONSTRUCTION
- MANUAL OF STEEL CONSTRUCTION 13TH EDITION
- ANSI/TIA-222-G
- TIA 607
- INSTITUTE FOR ELECTRICAL & ELECTRONICS ENGINEER 81
- IEEE C2 NATIONAL ELECTRIC SAFETY CODE LATEST EDITION
- TELECORDIA GR-1275
- ANSI/T 311

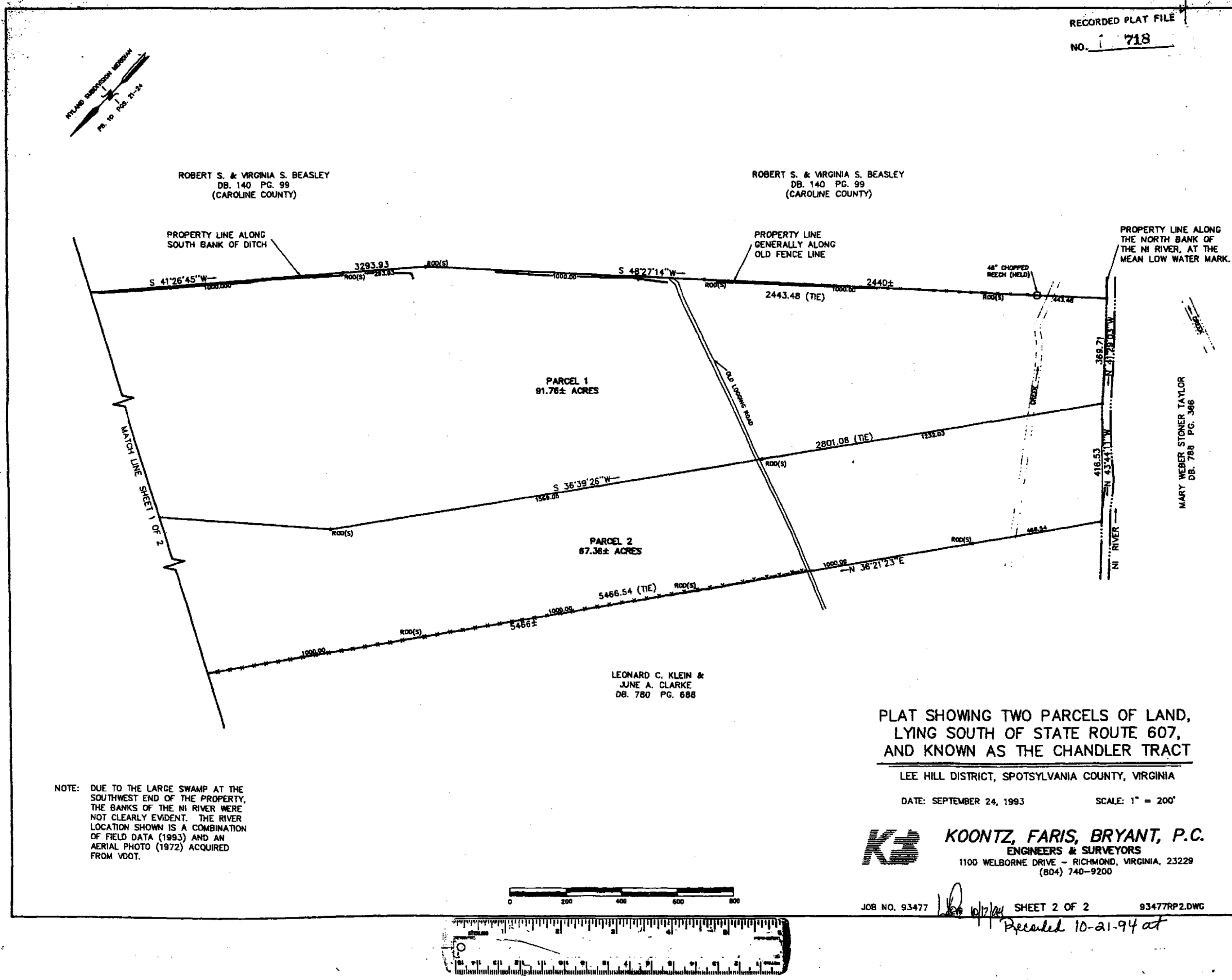
DRAWING INDEX

T-1	TITLE SHEET
PL-1	OVERALL PLAT SHEETS
Z-1	SITE PLAN
Z-2	ENLARGED SITE PLAN
Z-3	SITE DISTANCE PLAN
C-1	COMPOUND PLAN
C-2	TOWER ELEVATION DETAILS & NOTES
S-1	EQUIPMENT MOUNTING DETAILS

DO NOT SCALE DRAWINGS

THESE DRAWINGS ARE FORMATTED TO BE FULL-SIZE AT 24"X36". CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE DESIGNER / ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR MATERIAL ORDERS OR BE RESPONSIBLE FOR THE SAME. CONTRACTOR SHALL USE BEST MANAGEMENT PRACTICE TO PREVENT STORM WATER POLLUTION DURING CONSTRUCTION.

APPROVAL BLOCK



NOTE: DUE TO THE LARGE SWAMP AT THE SOUTHWEST END OF THE PROPERTY, THE BANKS OF THE NI RIVER WERE NOT CLEARLY EVIDENT. THE RIVER LOCATION SHOWN IS A COMBINATION OF FIELD DATA (1993) AND AN AERIAL PHOTO (1972) ACQUIRED FROM VDOT.

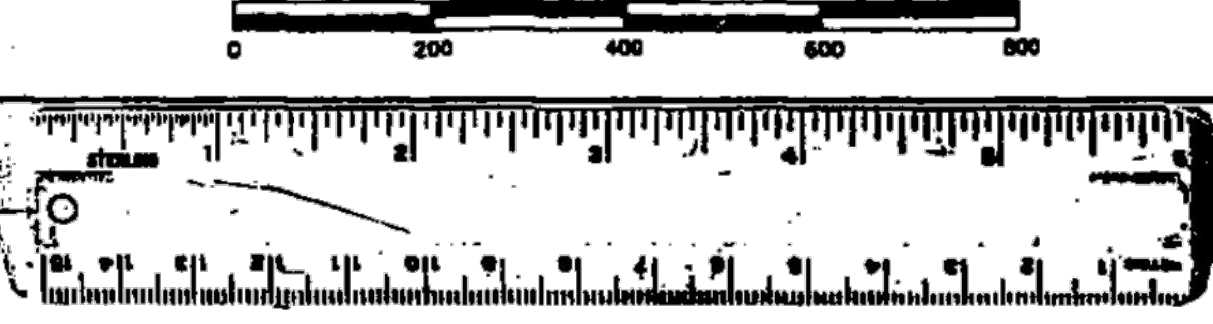
**PLAT SHOWING TWO PARCELS OF LAND,
LYING SOUTH OF STATE ROUTE 607,
AND KNOWN AS THE CHANDLER TRACT**

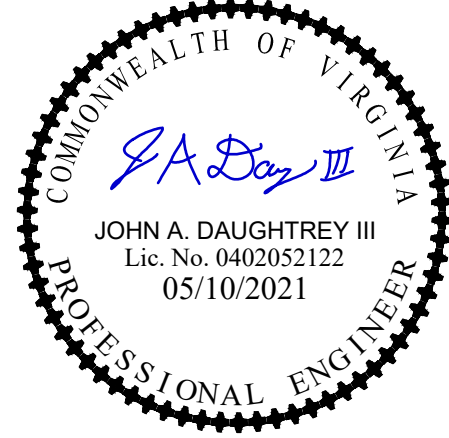
LEE HILL DISTRICT, SPOTSYLVANIA COUNTY, VIRGINIA

DATE: SEPTEMBER 24, 1993 SCALE: 1" = 200'

K3 KOONTZ, FARIS, BRYANT, P.C.
ENGINEERS & SURVEYORS
1100 WELBORNE DRIVE - RICHMOND, VIRGINIA, 23229
(804) 740-9200

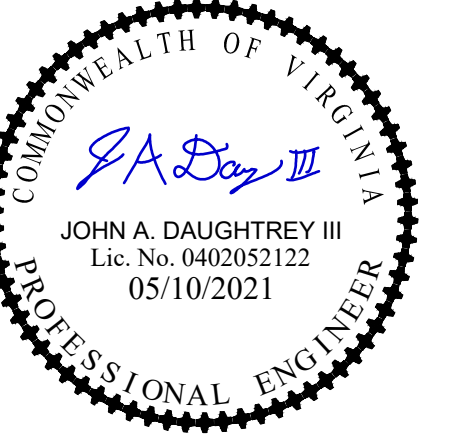
JOB NO. 93477 SHEET 2 OF 2 93477RP2.DWG



ENGINEER	 TOTALLY COMMITTED. NB+C ENGINEERING SERVICES, LLC. 120 EASTSHORE DRIVE, SUITE 300 GLEN ALLEN, VA 23059 (804) 546-4070																																
APPLICANT	 1831 RADY COURT RICHMOND, VA 23222																																
SITE INFORMATION	CLAIBORNE VERIZON NEW BUILD 3800 GUINEA STATION ROAD FREDERICKSBURG, VA 22408 SPOTSYLVANIA COUNTY																																
DESIGN RECORD	<table><thead><tr><th colspan="4">REVISIONS</th></tr><tr><th>REV</th><th>DATE</th><th>DESCRIPTION</th><th>BY</th></tr></thead><tbody><tr><td>5</td><td>05/10/21</td><td>REVISED</td><td>CCC</td></tr><tr><td>4</td><td>03/18/21</td><td>REVISED</td><td>CCC</td></tr><tr><td>3</td><td>03/08/21</td><td>REVISED</td><td>KLB</td></tr><tr><td>2</td><td>09/17/20</td><td>REVISED</td><td>CCC</td></tr><tr><td>1</td><td>4/16/19</td><td>FINAL</td><td>DCB</td></tr><tr><td>0</td><td>04/11/19</td><td>PRELIMINARY</td><td>DCB</td></tr></tbody></table>	REVISIONS				REV	DATE	DESCRIPTION	BY	5	05/10/21	REVISED	CCC	4	03/18/21	REVISED	CCC	3	03/08/21	REVISED	KLB	2	09/17/20	REVISED	CCC	1	4/16/19	FINAL	DCB	0	04/11/19	PRELIMINARY	DCB
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ENGINEER	JOHN A. DAUGHTREY III, P.E. VA PROFESSIONAL ENGINEER LIC. #052122																																
SHEET TITLE	PLAT SHEET 1																																
SHEET NUMBER	PL-1																																

REVISIONS

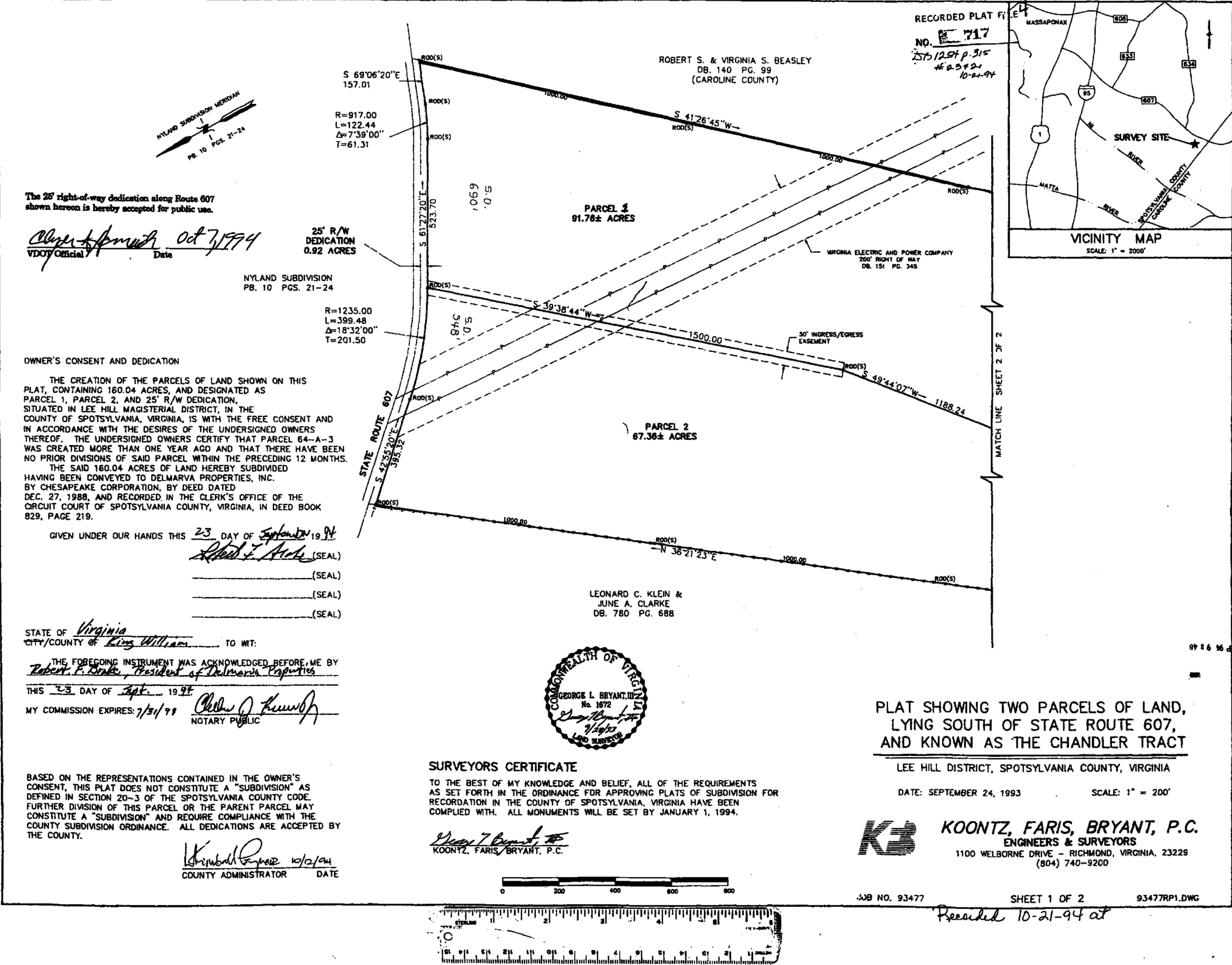
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JOHN A. DAUGHTREY III, P.E.
VA PROFESSIONAL ENGINEER LIC. #052122

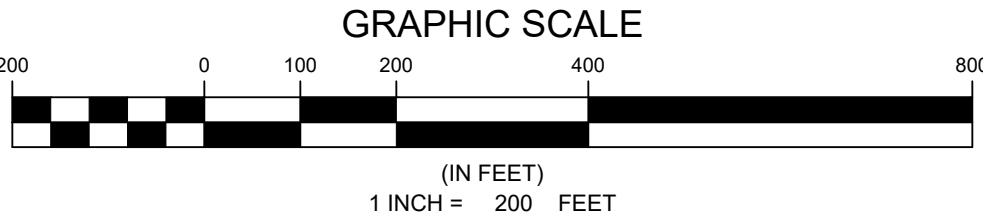
PLAT SHEET 2

PL-2





1 OVERALL SITE PLAN
SCALE: 1"=200'



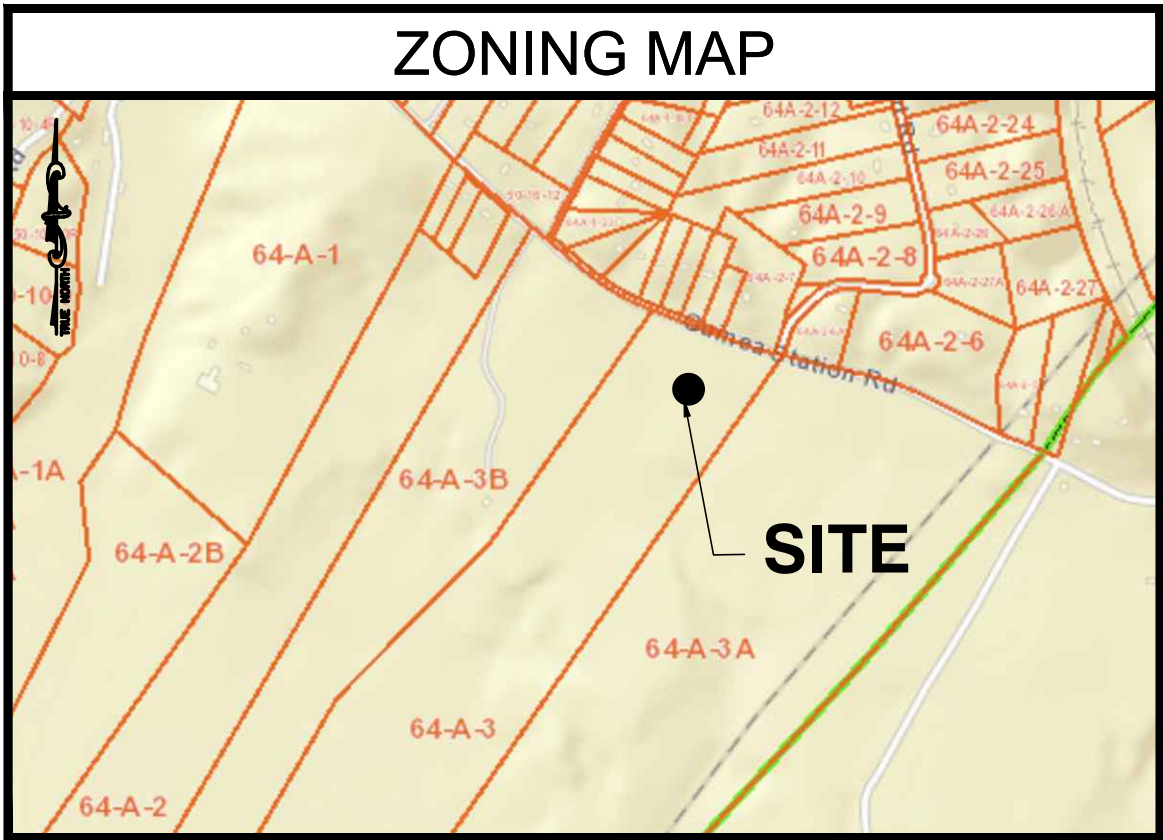
- 1 KENNEDY, JOHN C
3819 GUINEA STATION RD
FREDERICKSBURG, VA 22408
MAP #: 64A-1-26
ZONING: RU
USE: RESIDENTIAL
AREA: 1.43± ACRES
- 2 ADKINS, JAMES C & JUDY R
3817 GUINEA STATION ROAD
FREDERICKSBURG, VA 22408
MAP #: 64A-1-27
ZONING: RU
USE: RESIDENTIAL
AREA: 1.44± ACRES
- 3 IMELDA, R DELEON
3815 GUINEA STATION ROAD
FREDERICKSBURG, VA 22408
MAP #: 64A-1-28
ZONING: RU
USE: RESIDENTIAL
AREA: 1.44± ACRES
- 4 GONZALEZ, VICTOR M & TAMI F
3805 GUINEA STATION ROAD
FREDERICKSBURG, VA 22408
MAP #: 64A-1-29
ZONING: RU
USE: RESIDENTIAL
AREA: 1.01± ACRES
- 5 GONZALEZ, VICTOR M. & TAMI F.
3805 GUINEA STATION ROAD
FREDERICKSBURG, VA 22408
MAP #: 64A-2-7
ZONING: RU
USE: VACANT
AREA: 5.05± ACRES
- 6 PARRISH, MICHAEL & LISA
7401 NYLAND ROAD
FREDERICKSBURG, VA 22408
MAP #: 64A-2-6
ZONING: RU
USE: RESIDENTIAL
AREA: 3.49± ACRES
- 7 BAIGIS, PAIGE
23885 LACEYS TAVERN COURT
ALDIE, VA 20105
MAP #: 64-A-3A
ZONING: RU
USE: VACANT/AGRICULTURAL
AREA: 105.45± ACRES
- 8 BEASLEY, CHARLES CUTLER
1667 BLACK CAT ROAD
KESWICK, VA 22947
MAP #: 64-A-4A
ZONING: RU
USE: VACANT/AGRICULTURAL
AREA: 90.75± ACRES
- 9 WEBER S TAYLOR TRUSTEE
THE WEBER S TAYLOR FAMILY REVOC TR
1204 PRINCE EDWARD ST
FREDERICKSBURG, VA 22401
MAP #: 64-A-4
ZONING: RU
USE: VACANT/AGRICULTURAL
AREA: 71± ACRES
- 10 FRACES E SIBLEY
3900 GUINEA STATION ROAD
FREDERICKSBURG, VA 22408
MAP #: 64-A-3B
ZONING: RU
USE: RESIDENTIAL/AGRICULTURAL
AREA: 67.36± ACRES

THERE ARE NO KNOWN PLACES OF BURIAL ON THE SUBJECT PARCEL OR ANY ADJACENT PARCEL.

811
Know what's below.
Call before you dig.

TRILEAF CORPORATION PERFORMED A NEPA REVIEW FOR CELLCO PARTNERSHIP (D/B/A VERIZON WIRELESS) IN COMPLIANCE WITH ALL RULES AND REGULATIONS OF THE FCC. THREE (3) PARCELS HAVE BEEN IDENTIFIED BY TRILEAF CORPORATION TO BE WITHIN 2600 FEET FROM THE SUBJECT PARCEL. HOWEVER, TRILEAF CORPORATION DETERMINED A FINDING OF NO HISTORIC PROPERTIES WITHIN THE AREA OF POTENTIAL EFFECTS (APE) FOR DIRECT EFFECTS AND NO EFFECT ON HISTORIC PROPERTIES WITHIN THE APE FOR VISUAL EFFECTS. THE THREE (3) PARCELS ARE:

ID NO.	HISTORIC RESOURCE NAME	HISTORIC RESOURCE ADDRESS	DISTANCE FROM PROPOSED LOCATION:
088-0100	NYLAND	3701 GUINEA STATION RD ALT ROUTE 607	THE HISTORIC RESOURCE IS LOCATED APPROXIMATELY 2000 FEET NORTHEAST OF THE PROJECT LOCATION
088-5413	CSX RAILROAD CORRIDOR (CURRENT)	CSX RAILROAD CORRIDOR	THE HISTORIC RESOURCE IS LOCATED APPROXIMATELY 2,600 FEET NORTHEAST OF THE PROJECT LOCATION
500-0001	RICHMOND, FREDERICKSBURG AND POTOMAC RAILROAD (HISTORIC), RICHMOND, FREDERICKSBURG AND POTOMAC RAILROAD HISTORIC DISTRICT (CURRENT NAME)	CSX TRACKS	THE HISTORIC RESOURCE IS LOCATED APPROXIMATELY 2600 FEET NORTHEAST OF THE PROJECT LOCATION



GENERAL NOTES

1. THIS PLAN IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
2. NO SIGNIFICANT NOISE, SMOKE, DUST, OR ODOR WILL RESULT FROM THIS FACILITY.
3. THE FACILITY IS UNMANNED AND NOT INTENDED FOR HUMAN HABITATION. THERE IS NO HANDICAP ACCESS REQUIRED.
4. THE FACILITY IS UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SANITARY SERVICE.

LEGEND	
	PROPERTY LINE - SUBJECT PARCEL
	PROPERTY LINE - ABUTTERS
	EXISTING ROAD
	EXISTING FENCE
	PROPOSED EASEMENT
	PROPOSED LEASE AREA
	EXISTING EASEMENT
	PROPOSED FENCE
	EXISTING STREAMS
	EXISTING BUILDING
	100 YEAR FLOOD PLAIN
	NATIONAL WETLAND INVENTORY
	EXISTING PONDS

ZONING INFORMATION		
JURISDICTION: SPOTSYLVANIA COUNTY		
ZONING: RU (RURAL DISTRICT)		
DIMENSION	REQUIREMENT	PROPOSED ±
FRONT YARD SETBACK:	30	218'
SIDE YARD SETBACK:	10'	356'
REAR YARD SETBACK:	35'	5702'
LOT AREA: 91.76 ± ACRES		
(ALL MEASUREMENTS ARE IN FEET ± UNLESS OTHERWISE NOTED)		

ENGINEER

APPLICANT

SITE INFORMATION

DESIGN RECORD

PROFESSIONAL STAMP

ENGINEER

SHEET TITLE

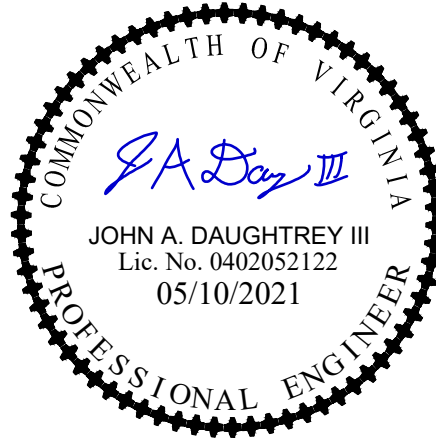
SHEET NUMBER

NB+C
TOTALLY COMMITTED.
NB+C ENGINEERING SERVICES, LLC.
120 EASTSHORE DRIVE, SUITE 300
GLEN ALLEN, VA 23059
(804) 546-6972

verizon
1831 RADY COURT
RICHMOND, VA 23222

CLAIBORNE
VERIZON NEW BUILD
3800 GUINEA STATION ROAD
FREDERICKSBURG, VA 22408
SPOTSYLVANIA COUNTY

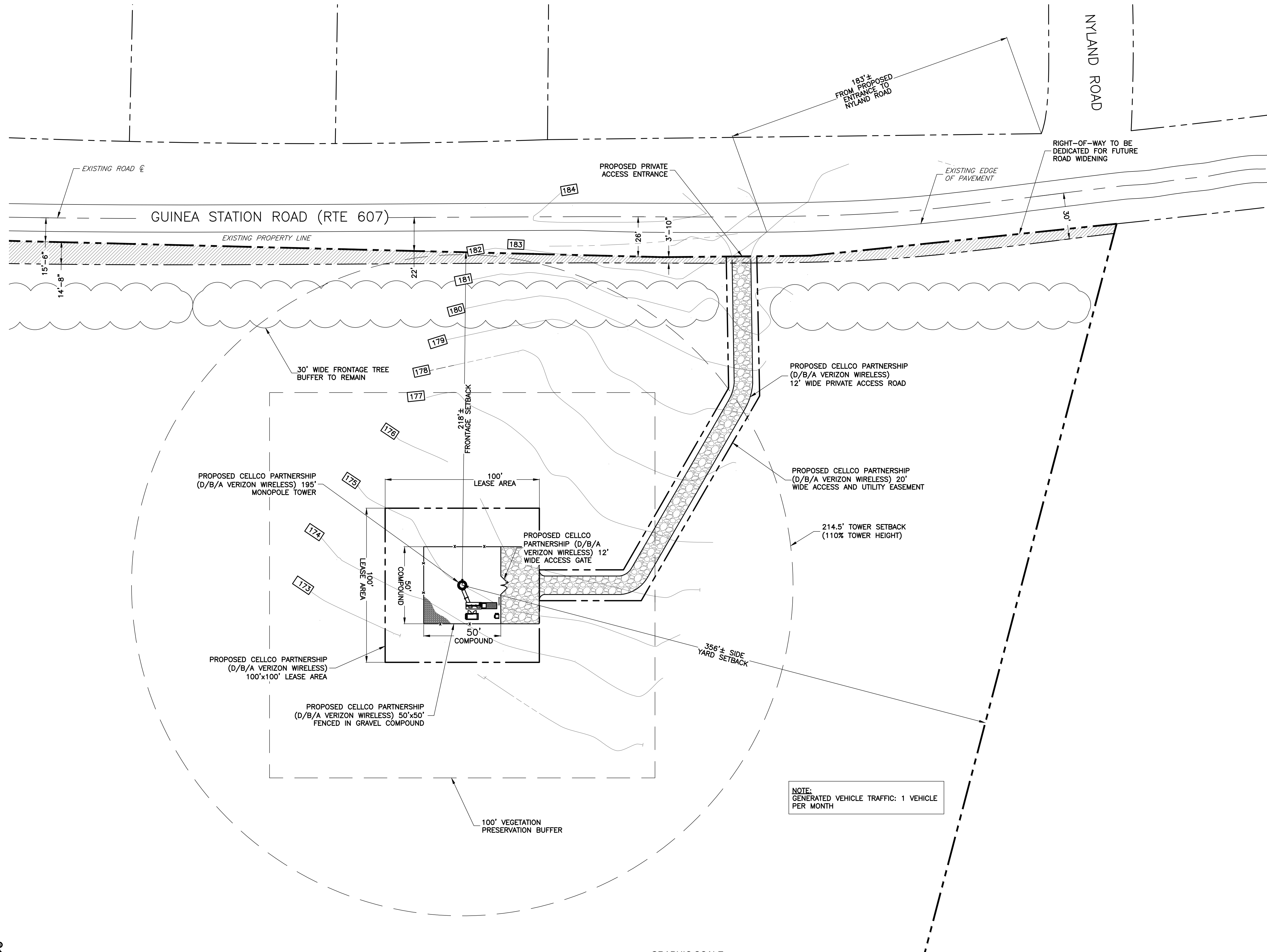
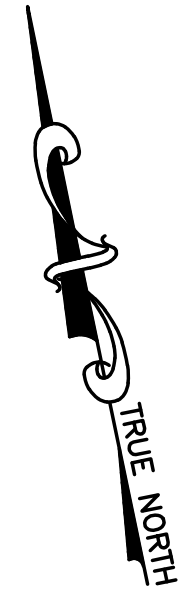
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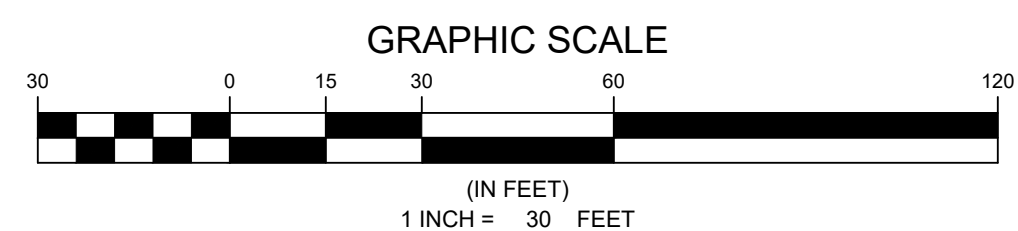
JOHN A. DAUGHTREY III, P.E.
VA PROFESSIONAL ENGINEER LIC. #052122

OVERALL
SITE PLAN

Z-1



1 COMPOUND PLAN
C-1 SCALE: 1" = 30'



Know what's below.
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ENGINEER

APPLICANT

SITE INFORMATION

DESIGN RECORD

PROFESSIONAL STAMP

ENGINEER

SHEET TITLE

SHEET NUMBER



NB+C ENGINEERING SERVICES, LLC.
120 EASTSHORE DRIVE, SUITE 300
GLEN ALLEN, VA 23059
(804) 446-4070

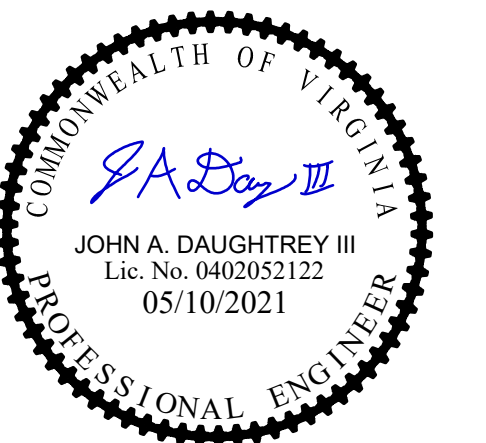


1831 RADY COURT
RICHMOND, VA 23222

CLAIBORNE
VERIZON NEW BUILD
3800 GUINEA STATION ROAD
FREDERICKSBURG, VA 22408
SPOTSYLVANIA COUNTY

REVISIONS

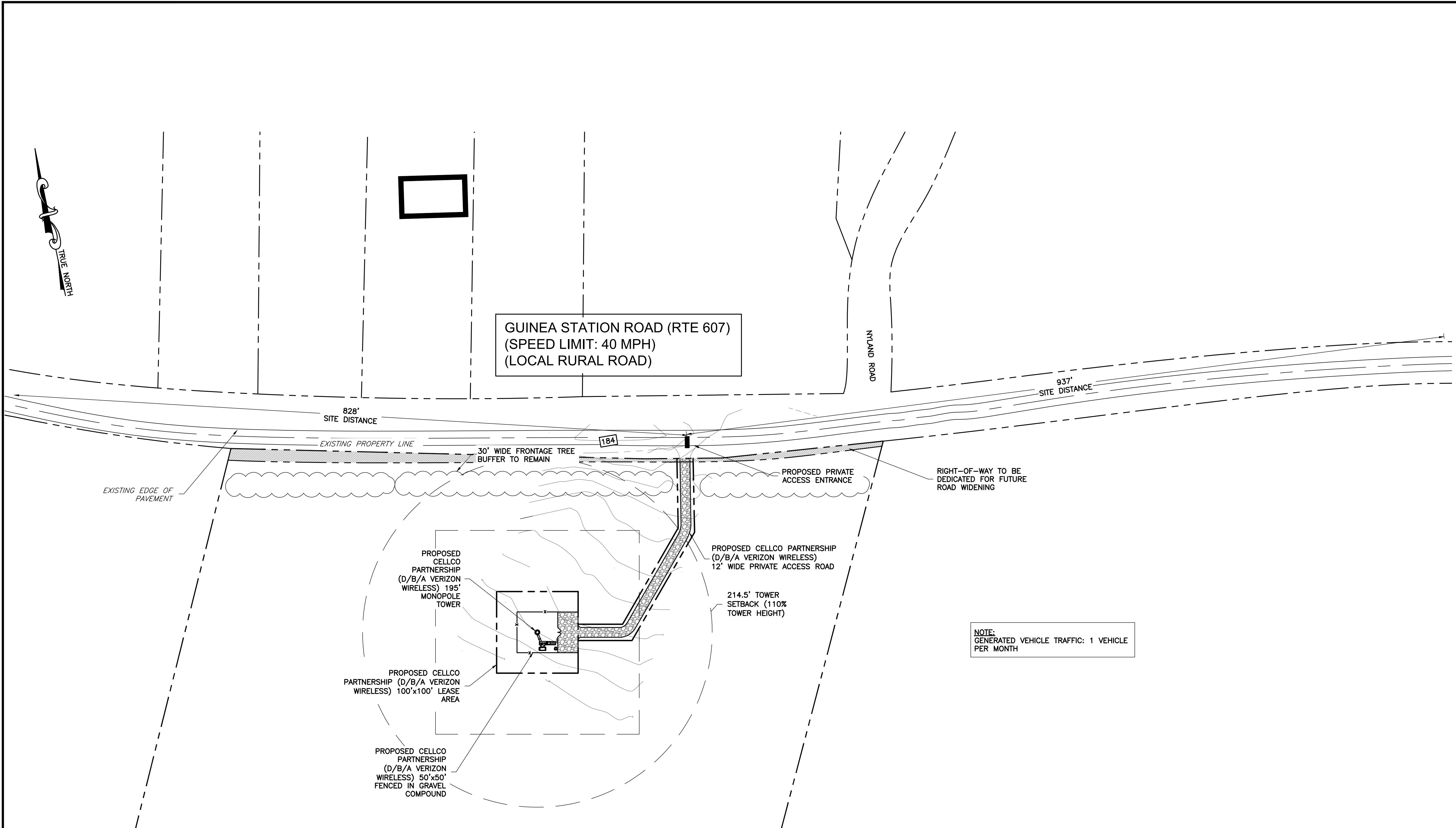
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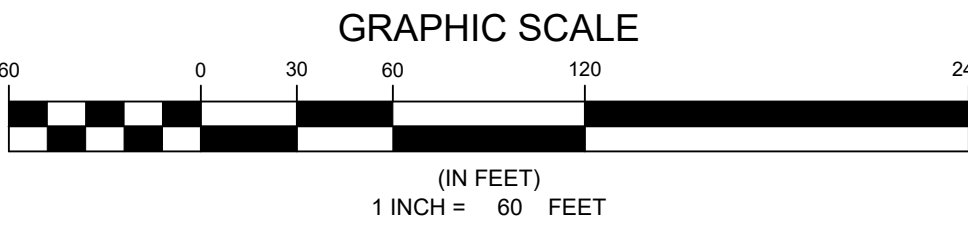
JOHN A. DAUGHTREY III, P.E.
VA PROFESSIONAL ENGINEER LIC. #052122

ENLARGED
SITE PLAN

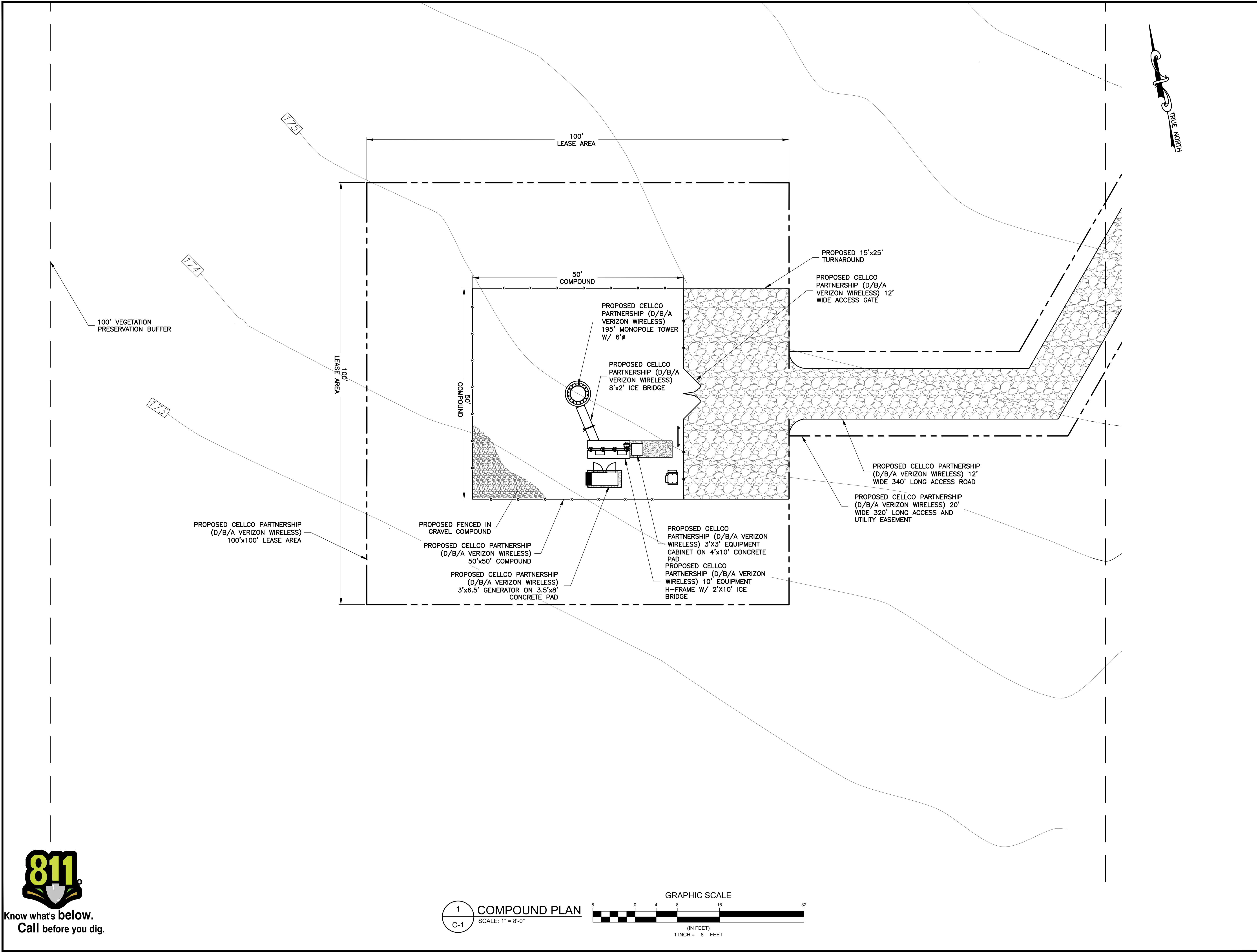
Z-2



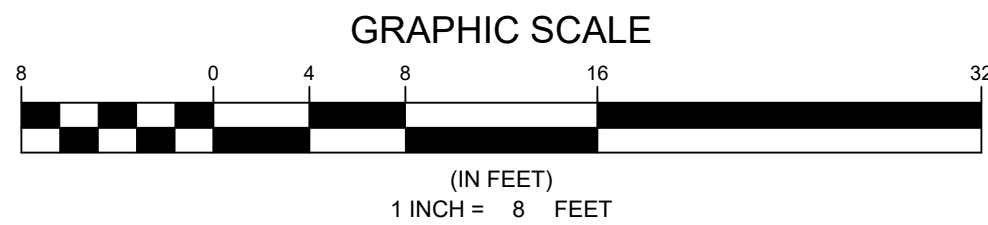
1 SITE DISTANCE PLAN
Z-3 SCALE: 1" = 60'

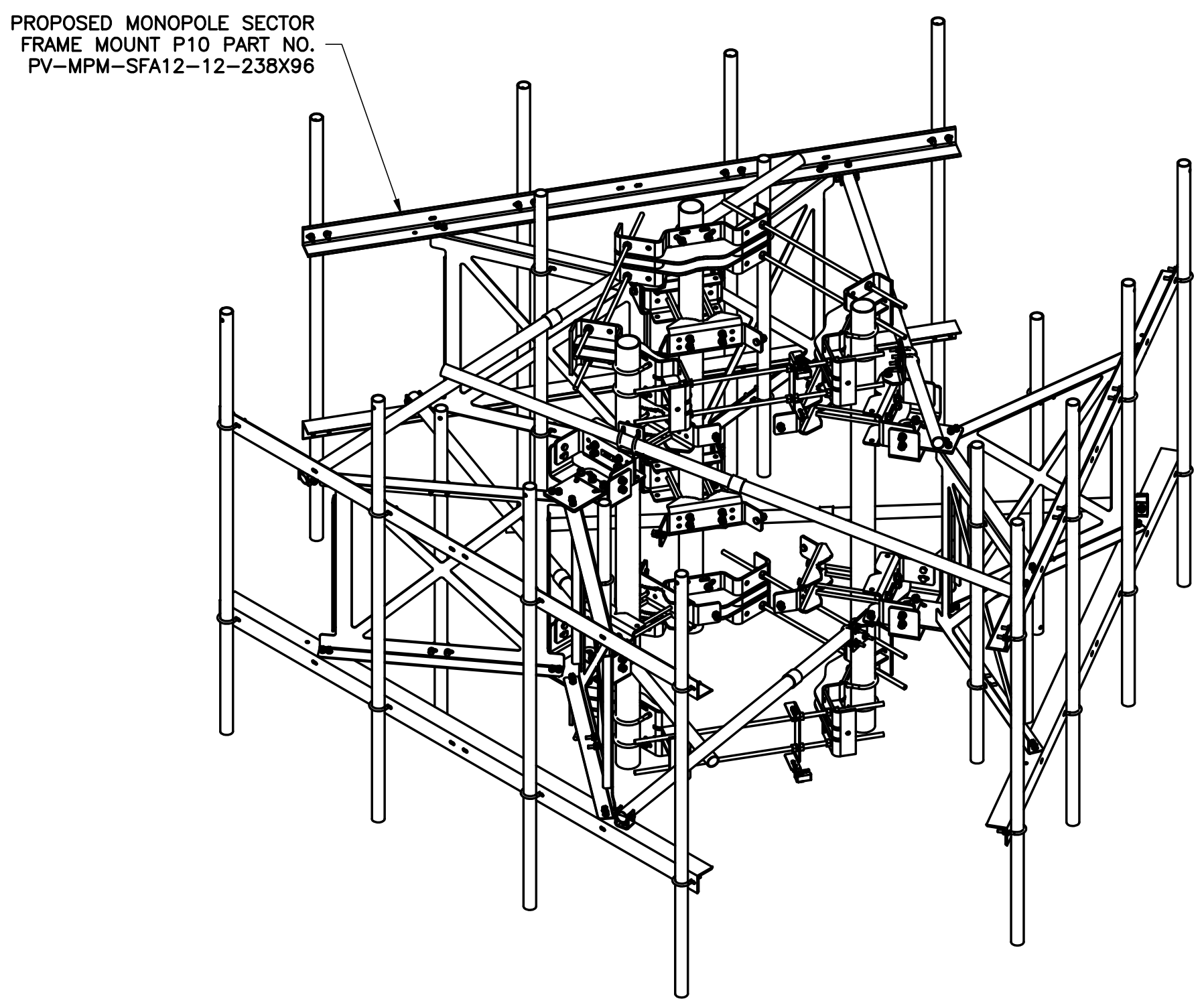
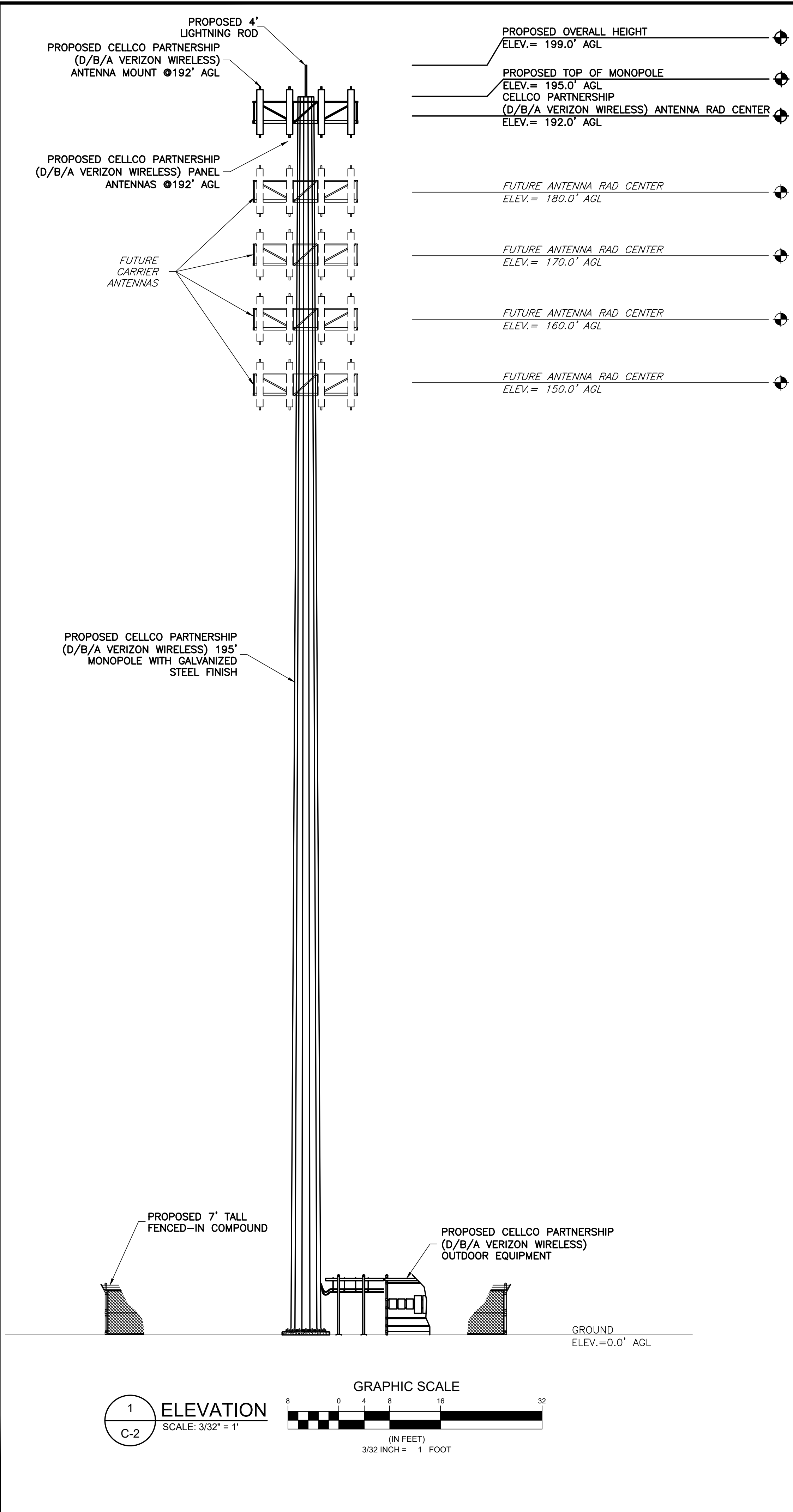


ENGINEER	NB+CTM TOTALLY COMMITTED. NB+C ENGINEERING SERVICES, LLC. 120 EASTSHORE DRIVE, SUITE 300 GLEN ALLEN, VA 23059 804-546-4070
APPLICANT	verizon[✓] 1831 RADY COURT RICHMOND, VA 23222
SITE INFORMATION	CLAIBORNE VERIZON NEW BUILD 3800 GUINEA STATION ROAD FREDERICKSBURG, VA 22408 SPOTSYLVANIA COUNTY
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	403/18/21REVISEDCCC
	303/08/21REVISEDKLB
	209/17/20REVISEDCCC
	14/16/19FINALDCB
004/11/19PRELIMINARYDCB	
REVDATEDESCRIPTIONBY	
PROFESSIONAL STAMP	COMMONWEALTH OF VIRGINIA JA Daughtrey III JOHN A. DAUGHTREY III Lic. No. 0402052122 05/10/2021 PROFESSIONAL ENGINEER
ENGINEER	JOHN A. DAUGHTREY III, P.E. VA PROFESSIONAL ENGINEER LIC. #052122
SHEET TITLE	SITE DISTANCE PLAN
SHEET NUMBER	Z-3



ENGINEER	NB+C TOTALLY COMMITTED. NB+C ENGINEERING SERVICES, LLC. 120 EASTSHORE DRIVE, SUITE 300 GLEN ALLEN, VA 23059 (804) 446-4070																																
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PROFESSIONAL STAMP	COMMONWEALTH OF VIRGINIA JOHN A. DAUGHTREY III Lic. No. 0402052122 05/10/2021 PROFESSIONAL ENGINEER																																
ENGINEER	JOHN A. DAUGHTREY III, P.E. VA PROFESSIONAL ENGINEER LIC. #052122																																
SHEET TITLE	COMPOUND PLAN																																
SHEET NUMBER	C-1																																



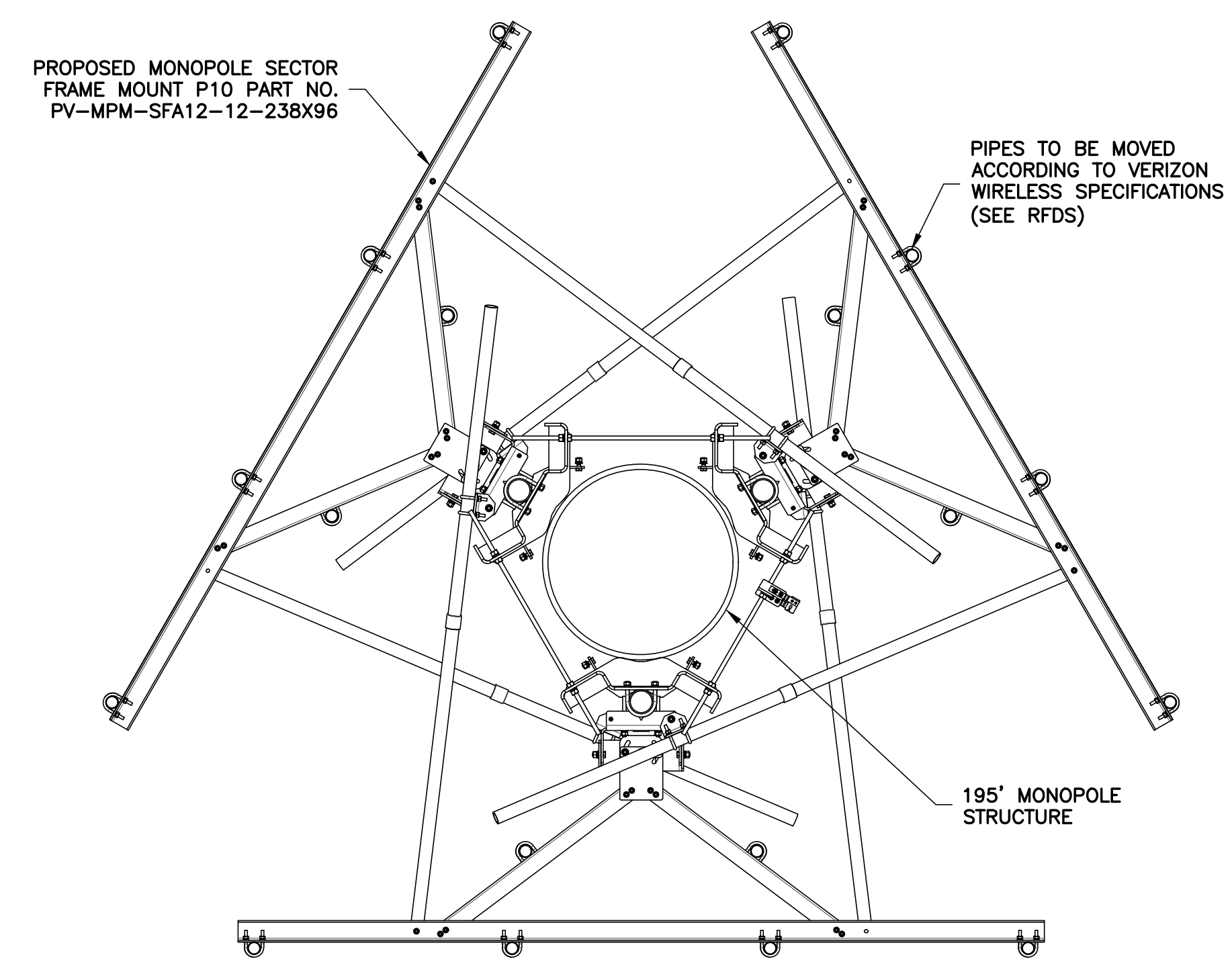


NOTE:

- TIEBACKS MUST BE CONNECTED TO A RIGID MEMBER THAT PROVIDES ADEQUATE SUPPORT WITHIN THE LIMITS NOTED IN THE TIEBACK ANGLE RANGE DETAIL.
- PROPOSED COLLAR IS SUITABLE FOR MONOPOLE DIAMETERS 15"Ø-50"Ø.

NOTE: THE P10 PV-MPM-SFA12-12-238X96 MOUNT MEETS BOTH VERIZON WIRELESS'S MOUNT CLASSIFICATION STANDARD "NSTD-44S MINIMUM CRITERIA FOR THE SOUTH MARKET WHICH IS

- M1400R-4[6] AND M1000R(1)-4[6]
- THIS DESIGNATION MUST BE INSTALLED ON THE MOUNT VIA A METAL TAG



GENERAL NOTES

- THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES, ORDINANCES, LAWS AND REGULATIONS OF ALL MUNICIPALITIES, UTILITIES COMPANY OR OTHER PUBLIC AUTHORITIES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS THAT MAY BE REQUIRED BY ANY FEDERAL, STATE, COUNTY OR MUNICIPAL AUTHORITIES.
- THE CONTRACTOR SHALL NOTIFY THE CONSTRUCTION MANAGER, IN WRITING, OF ANY CONFLICTS, ERRORS OR OMISSIONS PRIOR TO THE SUBMISSION OF BIDS OR PERFORMANCE OF WORK. MINOR OMISSIONS OR ERRORS IN THE BID DOCUMENTS SHALL NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY FOR THE OVERALL INTENT OF THESE DRAWINGS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING SITE IMPROVEMENTS PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL REPAIR ANY DAMAGE CAUSED AS A RESULT OF CONSTRUCTION OF THIS FACILITY.
- THE SCOPE OF WORK FOR THIS PROJECT SHALL INCLUDE PROVIDING ALL MATERIALS, EQUIPMENT AND LABOR REQUIRED TO COMPLETE THIS PROJECT. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
- THE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO SUBMITTING A BID TO VERIFY THAT THE PROJECT CAN BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- CONTRACTOR SHALL VERIFY ANTENNA ELEVATION AND AZIMUTH WITH RF ENGINEERING PRIOR TO INSTALLATION.
- TRANSMITTER EQUIPMENT AND ANTENNAS ARE DESIGNED TO MEET ANSI/TIA 222-G REQUIREMENTS.
- ALL STRUCTURAL ELEMENTS SHALL BE HOT DIPPED GALVANIZED STEEL.
- CONTRACTOR SHALL MAKE A UTILITY "ONE CALL" TO LOCATE ALL UTILITIES PRIOR TO EXCAVATING.
- IF ANY UNDERGROUND UTILITIES OR STRUCTURES EXIST BENEATH THE PROJECT AREA, CONTRACTOR MUST LOCATE IT AND CONTACT THE APPLICANT & THE OWNER'S REPRESENTATIVE.
- OCCUPANCY IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION BY TECHNICIANS APPROXIMATELY 2 TIMES PER MONTH.
- PRIOR TO THE INSTALLATION OF THE PROPOSED EQUIPMENT OR MODIFICATION OF THE EXISTING STRUCTURE, A STRUCTURAL ANALYSIS SHALL BE PERFORMED BY THE OWNER'S AGENT TO CERTIFY THAT THE EXISTING/PROPOSED COMMUNICATION STRUCTURE AND COMPONENTS ARE STRUCTURALLY ADEQUATE TO SUPPORT ALL EXISTING AND PROPOSED ANTENNAS, COAXIAL CABLES AND OTHER APPURTENANCES.
- PROPERTY LINE INFORMATION WAS PREPARED USING DEEDS, TAX MAPS, AND PLANS OF RECORD AND SHOULD NOT BE CONSTRUED AS AN ACCURATE BOUNDARY SURVEY.
- THIS PLAN IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
- THE PROPOSED FACILITY WILL CAUSE ONLY A "DE MINIMIS" INCREASE IN STORMWATER RUNOFF. THEREFORE, NO DRAINAGE STRUCTURES ARE PROPOSED.
- NO SIGNIFICANT NOISE, SMOKE, DUST, OR ODOR WILL RESULT FROM THIS FACILITY.
- THE FACILITY IS UNMANNED AND NOT INTENDED FOR HUMAN HABITATION (NO HANDICAP ACCESS REQUIRED).
- THE FACILITY IS UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SANITARY SERVICE.
- POWER TO THE FACILITY WILL BE MONITORED BY A SEPARATE METER.

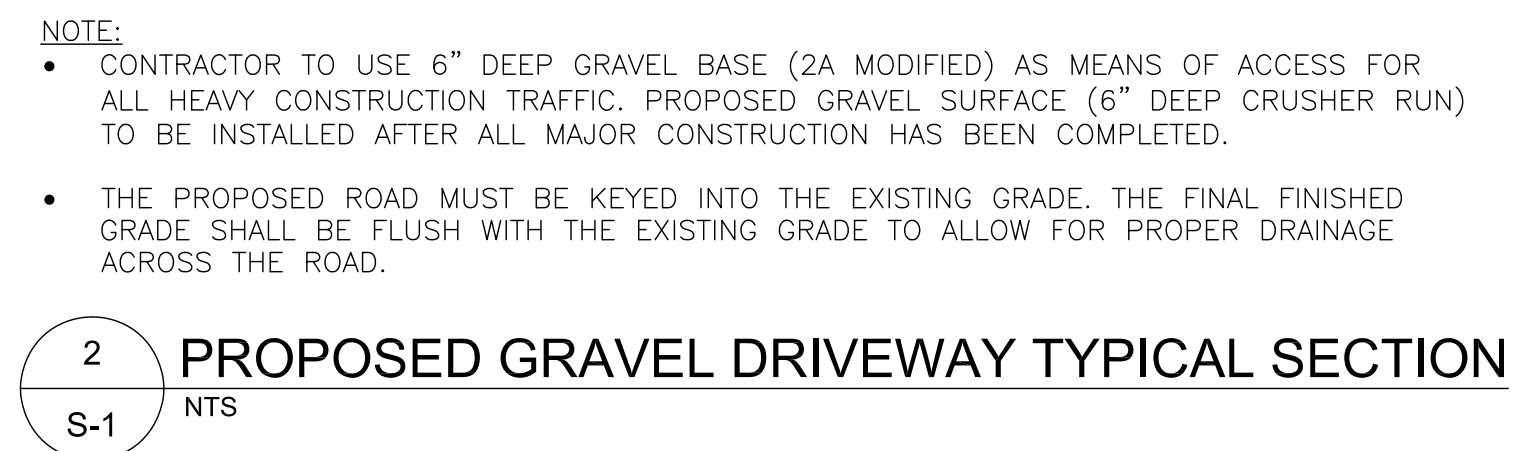
NOTE:

THE TOWER STRUCTURE HAS NOT BEEN EVALUATED BY NETWORK BUILDING AND CONSULTING ES AND WILL NEED TO BE ANALYZED WITH ALL PROPOSED LOADING BY A PROFESSIONAL ENGINEER PRIOR TO INSTALLATION.



Know what's below.
Call before you dig.

ENGINEER	 TOTALLY COMMITTED. NB+C ENGINEERING SERVICES, LLC. 120 EASTSHORE DRIVE, SUITE 300 GLEN ALLEN, VA 23059 (804)461-6070																																
APPLICANT	 1831 RADY COURT RICHMOND, VA 23222																																
SITE INFORMATION	CLAIBORNE VERIZON NEW BUILD 3800 GUINEA STATION ROAD FREDERICKSBURG, VA 22408 SPOTSYLVANIA COUNTY																																
DESIGN RECORD	<table><tr><th colspan="4">REVISIONS</th></tr><tr><th>REV</th><th>DATE</th><th>DESCRIPTION</th><th>BY</th></tr><tr><td>5</td><td>05/10/21</td><td>REVISED</td><td>CCC</td></tr><tr><td>4</td><td>03/18/21</td><td>REVISED</td><td>CCC</td></tr><tr><td>3</td><td>03/08/21</td><td>REVISED</td><td>KLB</td></tr><tr><td>2</td><td>09/17/20</td><td>REVISED</td><td>CCC</td></tr><tr><td>1</td><td>4/16/19</td><td>FINAL</td><td>DCB</td></tr><tr><td>0</td><td>04/11/19</td><td>PRELIMINARY</td><td>DCB</td></tr></table>	REVISIONS				REV	DATE	DESCRIPTION	BY	5	05/10/21	REVISED	CCC	4	03/18/21	REVISED	CCC	3	03/08/21	REVISED	KLB	2	09/17/20	REVISED	CCC	1	4/16/19	FINAL	DCB	0	04/11/19	PRELIMINARY	DCB
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ENGINEER	JOHN A. DAUGHTREY III, P.E. VA PROFESSIONAL ENGINEER LIC. #052122																																
SHEET TITLE	TOWER ELEVATION, DETAILS & NOTES																																
SHEET NUMBER	C-2																																



S-1

VZW Claiborne

Aerial Network Map - 5 mile radius

Legend

- miles
- Towers

SPOTSYLVANIA
COUNTY / CAROLINE
COUNTY BOUNDARY



Google Earth

**Cellco Partnership (dba Verizon Wireless) – Site Name: Claiborne
Special Use Permit (SUP21-0002)
Gilman Land and Timber LLC – Parcel ID: 64-A-3
Existing Tree Buffer – Guinea Station Road – May 21, 2021
Looking west on Guinea Station Road from Nyland Road**



**Cellco Partnership (dba Verizon Wireless) – Site Name: Claiborne
Special Use Permit (SUP21-0002)
Gilman Land and Timber LLC – Parcel ID: 64-A-3
Existing Tree Buffer – Guinea Station Road – May 21, 2021
Looking west on Guinea Station Road from 3805 Guinea Station Road**



**Cellco Partnership (dba Verizon Wireless) – Site Name: Claiborne
Special Use Permit (SUP21-0002)
Gilman Land and Timber LLC – Parcel ID: 64-A-3
Existing Tree Buffer – Guinea Station Road – May 21, 2021
Looking west on Guinea Station Road from public hearing sign**



**Cellco Partnership (dba Verizon Wireless) – Site Name: Claiborne
Special Use Permit (SUP21-0002)
Gilman Land and Timber LLC – Parcel ID: 64-A-3
Existing Tree Buffer – Guinea Station Road – May 21, 2021
Looking south towards proposed tower compound from Guinea Station Road**



**Cellco Partnership (dba Verizon Wireless) – Site Name: Claiborne
Special Use Permit (SUP21-0002)
Gilman Land and Timber LLC – Parcel ID: 64-A-3
Existing Tree Buffer – Guinea Station Road – May 21, 2021
Looking west on Guinea Station Road from 3815 Guinea Station Road**



**Cellco Partnership (dba Verizon Wireless) – Site Name: Claiborne
Special Use Permit (SUP21-0002)
Gilman Land and Timber LLC – Parcel ID: 64-A-3
Existing Tree Buffer – Guinea Station Road – May 21, 2021
Looking east on Guinea Station Road from 3815 Guinea Station Road**





**Claiborne
Location Map**

● - not visible ● - visible



1,381 ft

View 3

1,417 ft

View 2

1,460 ft

View 1

1,672 ft

View 4

Claiborne
Location Map



- not visible



- visible

March 5, 2021

Jeff Holland, AICP
Senior Land Use Specialist
NETWORK BUILDING + CONSULTING
120 Eastshore Drive | Suite 300 | Glen Allen, VA | 23059

RE: 195' Sabre Monopole for Claiborne, VA

Dear Mr. Holland,

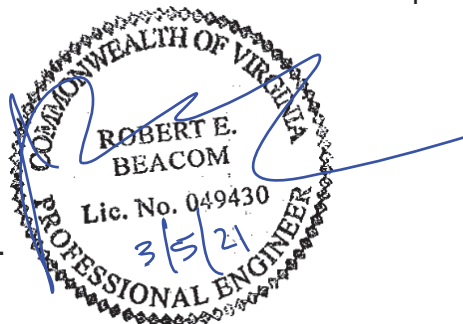
Upon receipt of order, we propose to design and supply the above referenced monopole for a Basic Wind Speed of 112 mph and 30 mph with 1" ice, Structure Class II, Exposure Category C, and Topographic Category 1, in accordance with the Telecommunications Industry Association Standard ANSI/TIA-222-G, "Structural Standard for Antenna Supporting Structures and Antennas" to support four (4) wireless carriers.

When designed according to this standard, the wind pressures and steel strength capacities include several safety factors, resulting in an overall minimum safety factor of 25%. Therefore, it is highly unlikely that the monopole will fail structurally in a wind event where the design wind speed is exceeded within the range of the built-in safety factors.

Should the wind speed increase beyond the capacity of the built-in safety factors, to the point of failure of one or more structural elements, the most likely location of the failure would be within the monopole shaft, above the base plate. Assuming that the wind pressure profile is similar to that used to design the monopole, the monopole will buckle at the location of the highest combined stress ratio within the monopole shaft. This is likely to result in the portion of the monopole above leaning over and remaining in a permanently deformed condition. Please note that this letter only applies to the above referenced monopole designed and manufactured by Sabre Towers & Poles. The fall radius for the monopole design described above is within a radius equal to 50% of the tower height at ground level.

Sincerely,

Robert E. Beacom, P.E., S.E.
Engineering Supervisor



Matthew J. Strickler
Secretary of Natural Resources

Clyde E. Cristman
Director



COMMONWEALTH of VIRGINIA
DEPARTMENT OF CONSERVATION AND RECREATION

Rochelle Altholz
*Deputy Director of
Administration and Finance*

Russell W. Baxter
*Deputy Director of
Dam Safety & Floodplain
Management and Soil & Water
Conservation*

Thomas L. Smith
Deputy Director of Operations

June 27, 2019

Theresa Docal
Trileaf Corporation
8600 LaSalle Road, Suite 301
Towson, MD 21286

Re: 650754, Claiborne B Cell Tower

Dear Ms. Docal:

The Department of Conservation and Recreation's Division of Natural Heritage (DCR) has searched its Biotics Data System for occurrences of natural heritage resources from the area outlined on the submitted map. Natural heritage resources are defined as the habitat of rare, threatened, or endangered plant and animal species, unique or exemplary natural communities, and significant geologic formations.

According to the information currently in Biotics, natural heritage resources have not been documented within the submitted project boundary including a 100-foot buffer. Please note, a predictive model identifying potential habitat for natural heritage resources does intersect the project boundary. However, based on DCR biologist's review of the proposed project a survey is not recommended for the resource.

In addition, the proposed project will fragment an Ecological Core C5 as identified in the Virginia Natural Landscape Assessment (<https://www.dcr.virginia.gov/natural-heritage/vaconvisvnl>), one of a suite of tools in Virginia ConservationVision that identify and prioritize lands for conservation and protection.

Ecological Cores are areas of unfragmented natural cover with at least 100 acres of interior that provide habitat for a wide range of species, from interior-dependent forest species to habitat generalists, as well as species that utilize marsh, dune, and beach habitats. Cores also provide benefits in terms of open space, recreation, water quality (including drinking water protection and erosion prevention), and air quality (including carbon sequestration and oxygen production), along with the many associated economic benefits of these functions. The cores are ranked from C1 to C5 (C5 being the least ecologically relevant) using many prioritization criteria, such as the proportions of sensitive habitats of natural heritage resources they contain.

Fragmentation occurs when a large, contiguous block of natural cover is dissected by development, and other forms of permanent conversion, into one or more smaller patches. Habitat fragmentation results in biogeographic changes that disrupt species interactions and ecosystem processes, reducing biodiversity and habitat quality due to limited recolonization, increased predation and egg parasitism, and increased invasion by weedy species.

Therefore minimizing fragmentation is a key mitigation measure that will preserve the natural patterns and connectivity of habitats that are key components of biodiversity. The deleterious effects of fragmentation can be reduced by minimizing edge in remaining fragments; by retaining natural corridors that allow movement between

fragments; and by designing the intervening landscape to minimize its hostility to native wildlife (natural cover versus lawns).

According to the United States Fish and Wildlife Service (USFWS) Guidance dated September 14, 2000 "new construction of communication towers creates a potentially significant impact on migratory birds, especially some 350 species of night-migrating birds". "Communications towers are estimated to kill 4-5 million birds per year and some of these species affected are also protected under the Endangered Species Act and Bald and Golden Eagle Act" (USFWS, 2000). Therefore, DCR recommends voluntary implementation of USFWS interim guidelines for Communication Tower Siting, Construction, Operation, and Decommissioning (<http://www.fws.gov/northeast/virginiafield/PDFS/EndSpecies/MISC/commtower.pdf>).

Under a Memorandum of Agreement established between the Virginia Department of Agriculture and Consumer Services (VDACS) and the DCR, DCR represents VDACS in comments regarding potential impacts on state-listed threatened and endangered plant and insect species. The current activity will not affect any documented state-listed plants or insects.

There are no State Natural Area Preserves under DCR's jurisdiction in the project vicinity.

New and updated information is continually added to Biotics. Please re-submit a completed order form and project map for an update on this natural heritage information if the scope of the project changes and/or six months has passed before it is utilized.

A fee of \$90.00 has been assessed for the service of providing this information. Please find attached an invoice for that amount. Please return one copy of the invoice along with your remittance made payable to the Treasurer of Virginia, **DCR - Division of Natural Heritage, 600 East Main Street, 24th Floor, Richmond, VA 23219**. Payment is due within thirty days of the invoice date. Please note the change of address for remittance of payment as of July 1, 2013. Late payment may result in the suspension of project review service for future projects.

The Virginia Department of Game and Inland Fisheries (VDGIF) maintains a database of wildlife locations, including threatened and endangered species, trout streams, and anadromous fish waters that may contain information not documented in this letter. Their database may be accessed from <http://vafwis.org/fwis/> or contact Ernie Aschenbach at 804-367-2733 or Ernie.Aschenbach@dgif.virginia.gov.

Should you have any questions or concerns, please contact me at 804-225-2429. Thank you for the opportunity to comment on this project.

Sincerely,



Tyler Meader
Natural Heritage Locality Liaison



United States Department of the Interior

FISH AND WILDLIFE SERVICE



Virginia Field Office
6669 Short Lane
Gloucester, VA 23061

Date: 6/10/19

Self-Certification Letter

Project Name: Claiborne - B (3800 Guinea Station Road, Fredericksburg, VA 22408)

Dear Applicant:

Thank you for using the U.S. Fish and Wildlife Service (Service) Virginia Ecological Services online project review process. By printing this letter in conjunction with your project review package, you are certifying that you have completed the online project review process for the project named above in accordance with all instructions provided, using the best available information to reach your conclusions. This letter, and the enclosed project review package, completes the review of your project in accordance with the Endangered Species Act of 1973 (16 U.S.C. 1531-1544, 87 Stat. 884), as amended (ESA). This letter also provides information for your project review under the National Environmental Policy Act of 1969 (P.L. 91-190, 42 U.S.C. 4321-4347, 83 Stat. 852), as amended. A copy of this letter and the project review package must be submitted to this office for this certification to be valid. This letter and the project review package will be maintained in our records.

The species conclusions table in the enclosed project review package summarizes your ESA conclusions. These conclusions resulted in:

- “no effect” determinations for proposed/listed species and/or proposed/designated critical habitat; and/or
- Action may affect the northern long-eared bat; however, any take that may occur as a result of the Action is not prohibited under the ESA Section 4(d) rule adopted for this species at 50 CFR § 17.40(o) [as determined through the Information, Planning, and Consultation System (IPaC) northern long-eared bat assisted determination key]; and/or
- “may affect, not likely to adversely affect” determinations for proposed/listed species and/or proposed/designated critical habitat.

We certify that use of the online project review process in strict accordance with the instructions provided as documented in the enclosed project review package results in reaching the appropriate determinations. Therefore, we concur with the “no effect” or “may affect, not likely to adversely affect” determinations for proposed and listed species and proposed and designated critical habitat. Additional coordination with this office is not needed.

Candidate species are not legally protected pursuant to the ESA. However, the Service encourages consideration of these species by avoiding adverse impacts to them. Please contact this office for additional coordination if your project action area contains candidate species.

Should project plans change or if additional information on the distribution of proposed or listed species, proposed or designated critical habitat becomes available, this determination may be reconsidered. This certification letter is valid for 1 year.

Information about the online project review process including instructions and use, species information, and other information regarding project reviews within Virginia is available at our website http://www.fws.gov/northeast/virginiafield/endspecies/project_reviews.html. If you have any questions, please contact Troy Andersen of this office at (804) 824-2428.

Sincerely,

A handwritten signature in blue ink, appearing to read "Cynthia A. Schulz", is placed over a light blue rectangular background.

Cindy Schulz
Field Supervisor
Virginia Ecological Services

Enclosures - project review package



United States Department of the Interior



FISH AND WILDLIFE SERVICE
Virginia Ecological Services Field Office
6669 Short Lane
Gloucester, VA 23061-4410
Phone: (804) 693-6694 Fax: (804) 693-9032
<http://www.fws.gov/northeast/virginiafield/>

In Reply Refer To:
Consultation Code: 05E2VA00-2019-TA-4263
Event Code: 05E2VA00-2019-E-10778
Project Name: Claiborne - B

June 10, 2019

Subject: Verification letter for the 'Claiborne - B' project under the January 5, 2016,
Programmatic Biological Opinion on Final 4(d) Rule for the Northern Long-eared Bat
and Activities Excepted from Take Prohibitions.

Dear Theresa Docal:

The U.S. Fish and Wildlife Service (Service) received on June 10, 2019 your effects determination for the 'Claiborne - B' (the Action) using the northern long-eared bat (*Myotis septentrionalis*) key within the Information for Planning and Consultation (IPaC) system. This IPaC key assists users in determining whether a Federal action is consistent with the activities analyzed in the Service's January 5, 2016, Programmatic Biological Opinion (PBO). The PBO addresses activities excepted from "take"^[1] prohibitions applicable to the northern long-eared bat under the Endangered Species Act of 1973 (ESA) (87 Stat.884, as amended; 16 U.S.C. 1531 et seq.).

Based upon your IPaC submission, the Action is consistent with activities analyzed in the PBO. The Action may affect the northern long-eared bat; however, any take that may occur as a result of the Action is not prohibited under the ESA Section 4(d) rule adopted for this species at 50 CFR §17.40(o). Unless the Service advises you within 30 days of the date of this letter that your IPaC-assisted determination was incorrect, this letter verifies that the PBO satisfies and concludes your responsibilities for this Action under ESA Section 7(a)(2) with respect to the northern long-eared bat.

Please report to our office any changes to the information about the Action that you submitted in IPaC, the results of any bat surveys conducted in the Action area, and any dead, injured, or sick northern long-eared bats that are found during Action implementation. If the Action is not completed within one year of the date of this letter, you must update and resubmit the information required in the IPaC key.

This IPaC-assisted determination allows you to rely on the PBO for compliance with ESA Section 7(a)(2) only for the northern long-eared bat. It **does not** apply to the following ESA-protected species that also may occur in the Action area:

- Yellow Lance, *Elliptio lanceolata* (Threatened)

If the Action may affect other federally listed species besides the northern long-eared bat, a proposed species, and/or designated critical habitat, additional consultation between you and this Service office is required. If the Action may disturb bald or golden eagles, additional coordination with the Service under the Bald and Golden Eagle Protection Act is recommended.

[1]Take means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct [ESA Section 3(19)].

Action Description

You provided to IPaC the following name and description for the subject Action.

1. Name

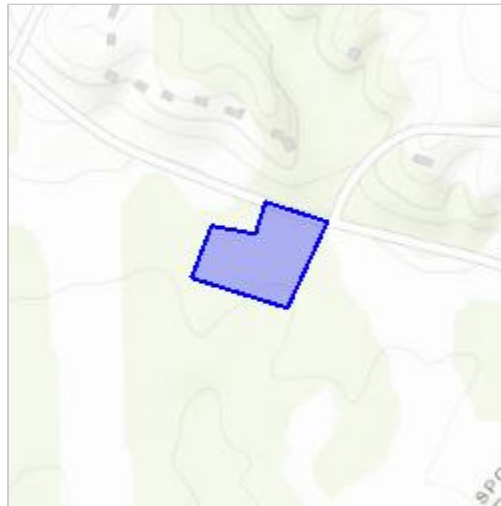
Claiborne - B

2. Description

The following description was provided for the project 'Claiborne - B':

Verizon Wireless proposes to construct a 199-foot tall monopole communications tower and associated equipment within a 50-foot by 50-foot (2,500 square feet) compound within a 100-foot by 100-foot (10,000 square feet) lease area. The project includes a 12-foot wide proposed access road within a 20-foot wide proposed access and utility easement that extends northeast connecting with Guinea Station Road. Currently the site is a forested area.

Approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/place/38.161838664534045N77.46506056009144W>

**Determination Key Result**

This Federal Action may affect the northern long-eared bat in a manner consistent with the description of activities addressed by the Service's PBO dated January 5, 2016. Any taking that may occur incidental to this Action is not prohibited under the final 4(d) rule at 50 CFR §17.40(o). Therefore, the PBO satisfies your responsibilities for this Action under ESA Section 7(a)(2) relative to the northern long-eared bat.

Determination Key Description: Northern Long-eared Bat 4(d) Rule

This key was last updated in IPaC on May 15, 2017. Keys are subject to periodic revision.

This key is intended for actions that may affect the threatened northern long-eared bat.

The purpose of the key for Federal actions is to assist determinations as to whether proposed actions are consistent with those analyzed in the Service's PBO dated January 5, 2016.

Federal actions that may cause prohibited take of northern long-eared bats, affect ESA-listed species other than the northern long-eared bat, or affect any designated critical habitat, require ESA Section 7(a)(2) consultation in addition to the use of this key. Federal actions that may affect species proposed for listing or critical habitat proposed for designation may require a conference under ESA Section 7(a)(4).

From: towernotifyinfo@fcc.gov
To: [Theresa Docal](#)
Subject: Section 106 Notification of SHPO/THPO Concurrence- Email ID # 3727970
Date: Thursday, June 6, 2019 12:17:49 PM

This is to notify you that the Lead SHPO/THPO has concurred with the following filing:

Date of Action: 06/06/2019

Direct Effect: No Historic Properties in Area of Potential Effects (APE)

Visual Effect: No Effect on Historic Properties in APE

Comment Text: None

File Number: 0008641851

TCNS Number: 185092

Purpose: New Tower Submission Packet

Notification Date: 7AM EST 05/15/2019

Applicant: Verizon Wireless

Consultant: Johnson, Mirmiran & Thompson, on behalf of Trileaf Corporation

Positive Train Control Filing Subject to Expedited Treatment Under Program Comment: No

Site Name: Claiborne - B

Site Address: 3800 Guinea Station Road

Detailed Description of Project: Legal Description: No Township Found.

Site Coordinates: 38-9-42.5 N, 77-27-55.2 W

City: Fredericksburg

County: SPOTSYLVANIA

State: VA

Lead SHPO/THPO: Virginia Department of Historic Resources

NOTICE OF FRAUDULENT USE OF SYSTEM, ABUSE OF PASSWORD AND RELATED MISUSE

Use of the Section 106 system is intended to facilitate consultation under Section 106 of the National Historic Preservation Act and may contain information that is confidential, privileged or otherwise protected from disclosure under applicable laws. Any person having access to Section 106 information shall use it only for its intended purpose. Appropriate action will be taken with respect to any misuse of the system.



Radio Frequency Exposure FCC Compliance Assessment

☒ Pre-Activation ☐ Post-Activation

SITE-SPECIFIC INFORMATION			
Site Name	Claiborne	Multi-Licensee Facility	No
Street Address	3800 Guinea Station Road	Is Verizon a Significant Contributor To <u>Co-Locator</u> Areas Requiring Mitigation?	No
City, State, Zip	Fredericksburg, Virginia 22408		
Verizon's Max % MPE (Measured - Occupational)	N/A	Verizon's Max % MPE (Predictive - Occupational)	0.0026 Occupational
Structure Type	Monopole	Assessment Date	N/A
Broadcast (AM/FM/TV) Co-Locators	No	Assessment Purpose	Modification
Total Access Points	Unknown	Total Report Revisions	0
Original Report Date	December 3, 2020	Report Revision Date	N/A
Compliance Status	Mitigation Required		

VERIZON'S WORST-CASE RF EMISSIONS IN ACCESSIBLE AREAS AT THIS FACILITY	
☒	BELOW the General Population MPE limit
☐	ABOVE the General Population MPE limit and BELOW the Occupational MPE limit
☐	ABOVE the Occupational MPE limit and BELOW 10x the Occupational MPE limit
☐	ABOVE 10x the Occupational MPE limit

Final Compliant Configuration						
	GUIDELINES	NOTICE	CAUTION	WARNING	NOC INFO	BARRIER/MARKER
Access Point(s)	☒ [1]	☐	☐	☐	☒ [1]	☐
Alpha	☐	☐	☐	☐	☐	☐
Beta	☐	☐	☐	☐	☐	☐
Gamma	☐	☐	☐	☐	☐	☐

NOTE: The table above represents EVERY compliance item that MUST be implemented at this location; Also in Sec. 4 (B)

Additional Compliance Requirements:

There are no barriers recommended on this site. Barriers are not recommended for installation because there are no exceedances on any walking/working surface. Signage is recommended at the access points and/or the Verizon antennas as noted in the table above. To reduce the risk of exposure and/or injury, EBI recommends that access to the monopole or areas associated with the active antenna installation be restricted and secured where possible.

Consultant Legal Name	EBI Consulting	Phone/Fax	781-273-2500
Address	21 B Street, Burlington, MA 01803		

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e. Indicative Markers	12

1. Introduction

Verizon Wireless has contracted with EBI Consulting, an independent Radio Frequency consulting firm, to conduct a **Radio Frequency Exposure (RFE) FCC Compliance Assessment** of the Claiborne cell site. The following report contains a detailed summary of the Radio Frequency environment as it relates to Federal Communications Commission (FCC) and Occupational Safety & Health Administration (OSHA) Rules and Regulations for all individuals.

The **Verizon Wireless antenna data** was provided by:

Name	Jeff Dubiel
Title	RF Manager
Date	April 16, 2019
Sub-Market	Virginia

This compliance assessment and report has been **prepared** and **reviewed** by:

	Preparer	Reviewer
Name	Rebecca Sinisgalli	Drew Dunklee
Title	RF/EME Technician II	Program Manager II
Date	December 1, 2020	December 3, 2020

This report utilizes the following **for predictive modeling of the ambient RF environment**:

MPE Modeling Program: RoofMaster™ version 18

Required Modeling Assumptions: 100% Duty Cycle and Maximum Total Power Output.

Additional Modeling Assumptions:

EBI has performed theoretical MPE modeling using RoofMaster™ software to estimate the worst-case power density at the site's nearby broadcast levels resulting from operation of the antennas. Using the computational methods set forth in Federal Communications (FCC) Office of Engineering & Technology (OET) Bulletin 65, "Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields" (OET-65), RoofMaster™ calculates predicted power density in a scalable grid based on the contributions of all RF sources characterized in the study scenario. At each grid location, the cumulative power density is expressed as a percentage of the FCC limits. Manufacturer antenna pattern data is utilized in these calculations. RoofMaster™ models consist of the Far Field model as specified in OET-65 and an implementation of the OET-65 Cylindrical Model (Sula9). The models utilize several operational specifications for different types of antennas to produce a plot of spatially-averaged power densities that can be expressed as a percentage of the applicable exposure limit.

The modeling is based on worst-case scenario for the number of antennas and antenna parameters. The assumptions used in the modeling are based upon information provided by Verizon and information gathered from other sources.

Modeling results were generated based on information from the following material:

- RFDS – RFDS_CLAIBORNEB_1272219 – 04/16/2019
- CDs – Claiborne - FZD REV 2- 20200917 – 09/17/2020

2. Existing Site Characteristics

a. Structure

Physical Description	This project involves the installation of six (6) wireless telecommunication antenna(s) on a monopole in Fredericksburg, Virginia. The site is a 195 – foot monopole.
Single-Family Home	☐ YES ☒ NO
Latitude (NAD 83)	38° 9' 42.50" N
Longitude (NAD 83)	-77° 27' 55.23" W
Total Analyzed Elevations (Roof Levels)	1 (See antenna table below)

b. Accessibility

Did the property owner or agent of the property owner (e.g. a security guard) grant you access to the rooftop?	N/A
If not - were you required to be escorted by Verizon personnel in order to gain access?	N/A
Were you required to provide any proof of identity to gain access?	N/A
What specific documents were required in order to gain access?	N/A
All access points locked at time of assessment?	N/A
All access points alarmed at time of assessment?	N/A
Were there any broken locks or inoperable alarms on any of the access points to the rooftop?	N/A
Were there any access issues caused by either the property owner or agent of the property owner?	N/A
Additional Notes: This assessment is a pre-activation report. No site visit was conducted.	

c. Existing Verizon Observations

Existing Observations							
	GUIDELINES	NOTICE	CAUTION	WARNING	NOC INFO	BARRIER/MARKER	
Access Point(s)	☐	☐	☐	☐	☐	☐	
Alpha	☐	☐	☐	☐	☐	☐	
Beta	☐	☐	☐	☐	☐	☐	
Gamma	☐	☐	☐	☐	☐	☐	

NOTE: The table above represents EXISTING compliance items implemented at this location.

Are Verizon signs posted on the front, back and sides of antenna arrays where possible?	N/A
Are Verizon signs visible from all areas of approach?	N/A
Are there any broken, damaged or illegible Verizon signs?	N/A
Are there any broken or damaged Verizon physical barriers?	N/A
Are there any Verizon indicative markers in need of repair or replacement?	N/A

d. Antenna Inventory

Z-height represents the distance from the nearest walking surface to the _____ of the antenna.	☐ Bottom ☒ Centerline ☐ Top
NON-Verizon Co-locator Data	☒ Estimates ☐ Actual Data

Ant #	Operator	Antenna Make	Antenna Model	Frequency (MHz)	Azimuth (deg.)	Mechanical Downtilt (deg.)	Horizontal Beamwidth (Degrees)	Aperture (feet)	Total Power Input (Watts)	Antenna Gain (dBd)	Total ERP (Watts)	Total EIRP (Watts)
1	Verizon	COMMSCOPE	NHH-85C-R2B 00DT 700	700	80	0	82	8.4	80	13.07	1622.15	2660.32
1	Verizon	COMMSCOPE	NHH-85C-R2B 00DT 850	850	80	0	83	8.4	80	12.87	1549.14	2540.59
1	Verizon	COMMSCOPE	NHH-85C-R2B 00DT 1900	1900	80	0	78	8.4	80	15.12	2600.70	4265.15
2	Verizon	COMMSCOPE	NHH-85C-R2B 00DT 700	700	80	0	82	8.4	80	13.07	1622.15	2660.32
2	Verizon	COMMSCOPE	NHH-85C-R2B 00DT 850	850	80	0	83	8.4	80	12.87	1549.14	2540.59
2	Verizon	COMMSCOPE	NHH-85C-R2B 00DT 2100	2100	80	0	78	8.4	80	15.41	2780.29	4559.67
3	Verizon	COMMSCOPE	NHH-85C-R2B 00DT 700	700	200	0	82	8.4	80	13.07	1622.15	2660.32
3	Verizon	COMMSCOPE	NHH-85C-R2B 00DT 850	850	200	0	83	8.4	80	12.87	1549.14	2540.59
3	Verizon	COMMSCOPE	NHH-85C-R2B 00DT 1900	1900	200	0	78	8.4	80	15.12	2600.70	4265.15
4	Verizon	COMMSCOPE	NHH-85C-R2B 00DT 700	700	200	0	82	8.4	80	13.07	1622.15	2660.32
4	Verizon	COMMSCOPE	NHH-85C-R2B 00DT 850	850	200	0	83	8.4	80	12.87	1549.14	2540.59
4	Verizon	COMMSCOPE	NHH-85C-R2B 00DT 2100	2100	200	0	78	8.4	80	15.41	2780.29	4559.67
5	Verizon	COMMSCOPE	NHH-85C-R2B 00DT 700	700	320	0	82	8.4	80	13.07	1622.15	2660.32
5	Verizon	COMMSCOPE	NHH-85C-R2B 00DT 850	850	320	0	83	8.4	80	12.87	1549.14	2540.59
5	Verizon	COMMSCOPE	NHH-85C-R2B 00DT 1900	1900	320	0	78	8.4	80	15.12	2600.70	4265.15
6	Verizon	COMMSCOPE	NHH-85C-R2B 00DT 700	700	320	0	82	8.4	80	13.07	1622.15	2660.32
6	Verizon	COMMSCOPE	NHH-85C-R2B 00DT 850	850	320	0	83	8.4	80	12.87	1549.14	2540.59
6	Verizon	COMMSCOPE	NHH-85C-R2B 00DT 2100	2100	320	0	78	8.4	80	15.41	2780.29	4559.67

Ant #	NAME	X	Y	Antenna Radiation Centerline	Z-Height Ground
1	Verizon	29.8	14.4	192.0	192.0
2	Verizon	33.7	10.1	192.0	192.0
3	Verizon	30.0	2.1	192.0	192.0
4	Verizon	24.3	3.4	192.0	192.0
5	Verizon	15.8	6.4	192.0	192.0
6	Verizon	17.7	11.5	192.0	192.0

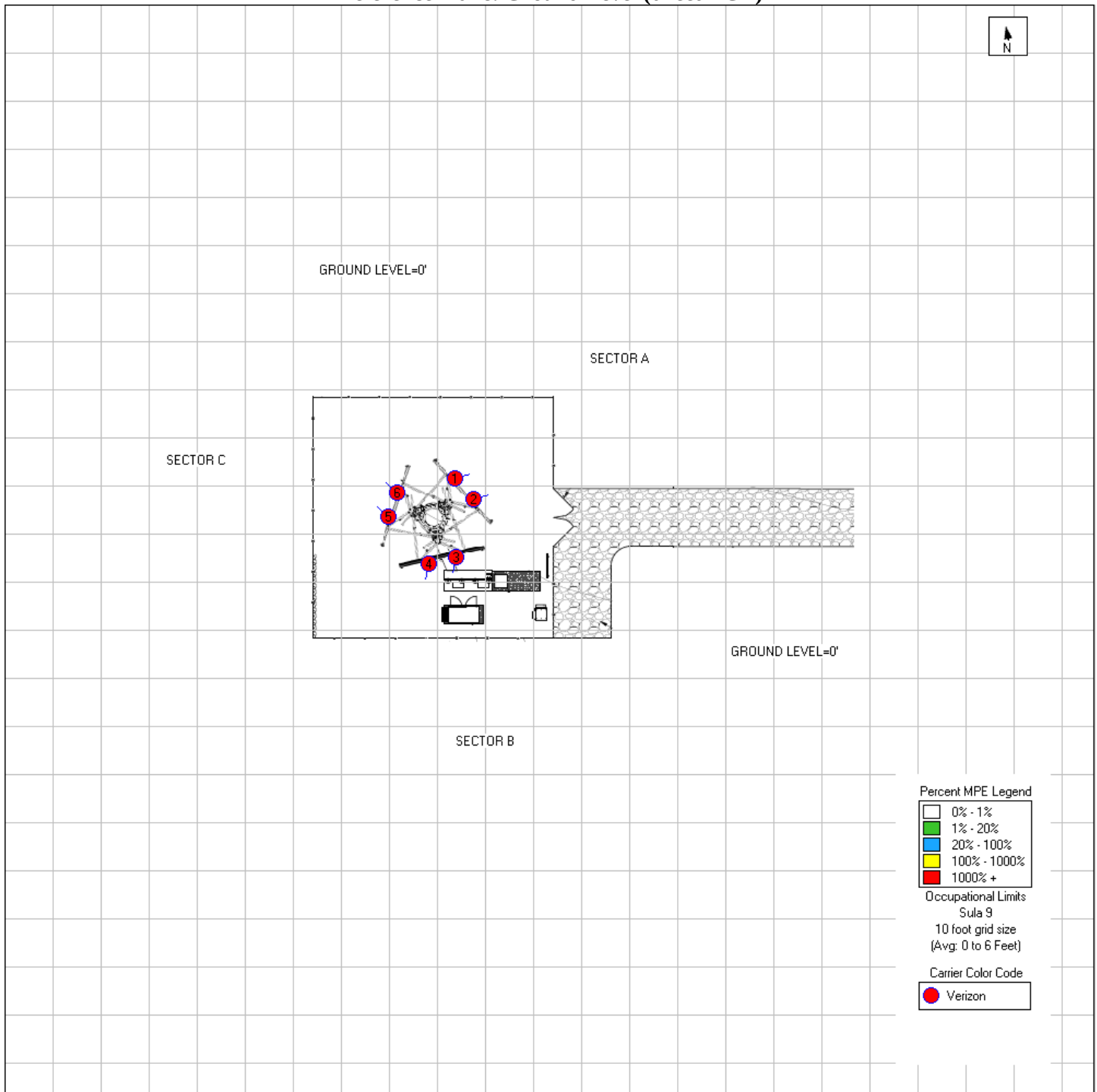
3. Analysis

a. Predictive Model: Verizon

Is the area being modeled completely INACCESSIBLE to members of the general population (including untrained maintenance workers)?

☐ YES ☒ NO

Reference Plane: Ground Level (0 feet AGL)



4. Conclusion
a. Conclusion Narrative

Description of MPE-Limit Exceeding Areas:

Based on worst-case predictive modeling, there are no modeled exposures on any accessible ground walking/working surface related to Verizon’s proposed antennas that exceed the FCC’s occupational and/or general public exposure limits at this site.

Modeling also indicates that the worst-case emitted power density does not exceed the FCC’s general population or occupational limit in front of Verizon’s antennas on the ground level.

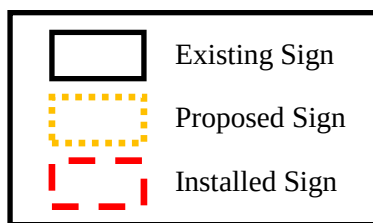
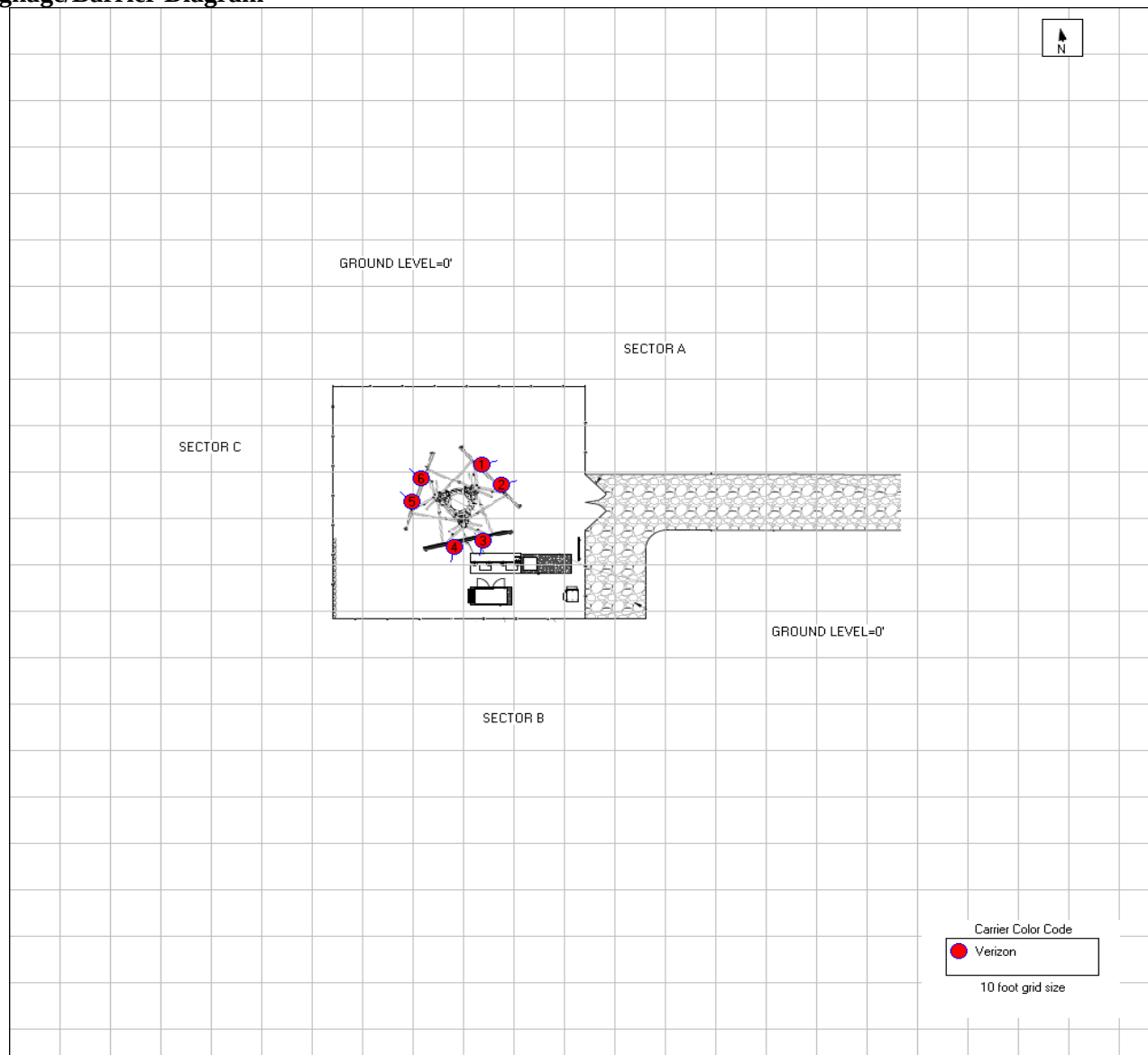
Additionally, all surrounding buildings and structures were analyzed and the maximum emitted power density modeled on these surfaces is less than the FCC’s general public limit.

Potentially Non-Compliant Co-Locator Areas: Verizon Responsibility
The following table represents potentially non-compliant co-locators for which Verizon is a 5% General Population MPE (1% Occupational MPE) contributor.

AT&T	T-Mobile	Sprint	US Cellular	Unknown	Other
☐	☐	☐	☐	☐	

Based on review of construction drawings and aerial photographs, no collocators were identified onsite.

b. Signage/Barrier Diagram



*Post signs to the base of the monopole climbing ladder.

Final Compliant Configuration	     					
	GUIDELINES	NOTICE	CAUTION	WARNING	NOC INFO	BARRIER/MARKER
Access Point(s)	☒ [1]	☐	☐	☐	☒ [1]	☐
Alpha	☐	☐	☐	☐	☐	☐
Beta	☐	☐	☐	☐	☐	☐
Gamma	☐	☐	☐	☐	☐	☐

NOTE: The table above represents EVERY compliance item that MUST be implemented at this location.

c. Signage/Barrier Installation Detail

Mitigation Actions Required/Taken												
	GUIDELINES		NOTICE		CAUTION		WARNING		NOC INFO		BARRIER/MARKER	
Access Point(s)	☒ [1]	☐	☐	☐	☐	☐	☐	☐	☒ [1]	☐	☐	
Alpha	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	
Beta	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	
Gamma	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	
	ADD	REM	ADD	REM	ADD	REM	ADD	REM	ADD	REM	ADD ONLY	

NOTE: The table represents either the signage/barriers installed / removed OR items required by the market (if mitigation is not installed by consultant/vendor).

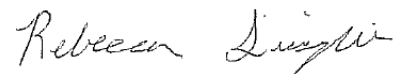
SPECIAL MITIGATION INSTRUCTIONS	
Items to be Installed	Install GUIDELINES and NOC INFO signs to the base of the monopole climbing ladder.
Items to be Removed	N/A
Items to be Repaired/Replaced	N/A
Access Requirements	To reduce the risk of exposure and/or injury, EBI recommends that access to the monopole or areas associated with the active antenna installation be restricted and secured where possible.

Barriers are not recommended for installation because there are no exceedances on any walking/working surface.

5. Appendix C: RF Consultant Certifications

a. Preparer Certification

I, Rebecca Sinisgalli, the preparer of this report, am fully aware of and familiar with the Rules and Regulations of both the Federal Communications Commissions (FCC) and the Occupational Safety and Health Administration (OSHA) with regard to Human Exposure to Radio Frequency Radiation. I am also fully aware of and familiar with the Verizon Wireless Signage & Demarcation Policy. I have reviewed this Radio Frequency Exposure Assessment report and believe it to be both true and accurate to the best of my knowledge.



b. Reviewer Certification

I, Drew Duncklee, the reviewer and approved of this report, am fully aware of and familiar with the Rules and Regulations of both the Federal Communications Commissions (FCC) and the Occupational Safety and Health Administration (OSHA) with regard to Human Exposure to Radio Frequency Radiation. I am also fully aware of and familiar with the Verizon Wireless Signage & Demarcation Policy. I have reviewed this Radio Frequency Exposure Assessment report and believe it to be both true and accurate to the best of my knowledge.



6. Appendix D: Reference Information

a. FCC Rules & Regulations

The Federal Communications Commission (FCC) has established safety guidelines relating to RF exposure from cell sites. The FCC developed those standards, known as Maximum Permissible Exposure (MPE) limits, in consultation with numerous other federal agencies, including the Environmental Protection Agency, the Food and Drug Administration, and the Occupational Safety and Health Administration. The standards were developed by expert scientists and engineers after extensive reviews of the scientific literature related to RF biological effects. The FCC explains that its standards “incorporate prudent margins of safety.” The following represents explanations of the most applicable information:

Two Classifications for Exposure Limits

<u>Occupational</u> – Applies to situations in which persons are “exposed as a consequence of their <i>employment</i> ” and are “ <i>fully aware</i> of the potential for exposure and can <i>exercise control</i> over their exposure”.	<u>General Population</u> – Applies to situations in which persons are “exposed as a consequence of their employment <i>may not be made fully aware</i> of the potential for exposure or <i>cannot exercise control</i> over their exposure”. Generally speaking, those without significant and documented RF Safety & Awareness training would be in the General Population classification.
--	--

Environment Classification

<u>Controlled</u> – Applies to environments that are restricted or “controlled” in order to prevent access from members of the General Population classification.	<u>Uncontrolled</u> – Applies to environments that are unrestricted or “uncontrolled” that allow access from members of the General Population classification.
---	--

<i>Limits for Occupational/Controlled Exposure</i>		
Frequency	Power Density	Averaging Time
Range	(S)	$ E ^2$, $ H ^2$, or S
(MHz)	(mW/cm ²)	(minutes)
300-1500	$f/300$	6
1500-100,000	5	6
<i>Limits for General Population/Uncontrolled Exposure</i>		
Frequency	Power Density	Averaging Time
Range	(S)	$ E ^2$, $ H ^2$, or S
(MHz)	(mW/cm ²)	(minutes)
300-1500	$f/1500$	30
1500-100,000	1	30
$f = \text{frequency in MHz}$		

Significant Contribution to the RF Environment

Any carrier contributing an aggregate MPE percentage of 5 or more (to the applicable RF Environment Classification) is defined as a significant contributor. This means that if any area is determined to be out of compliance with FCC rules, all significant contributors are jointly responsible for correcting any deficiencies.
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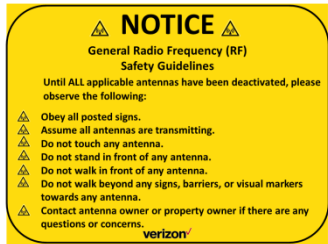
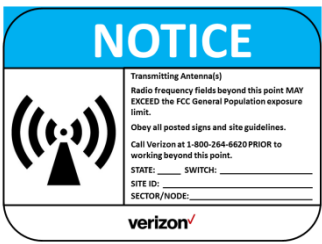
b. Occupational Safety and Health Administration (OSHA) Requirements

A formal adopter of FCC Standards, OSHA stipulates that those in the Occupational classification must complete training in the following: RF Safety, RF Awareness, and Utilization of Personal Protective Equipment. OSHA also provides options for Hazard Prevention and Control:

Hazard Prevention	Control
- Utilization of good equipment - Enact control of hazard areas - Limit exposures - Employ medical surveillance and accident response	- Employ Lockout/Tag out - Utilize personal alarms & protective clothing - Prevent access to hazardous locations - Develop or operate an administrative control program

c. RF Signage

Areas or portions of any transmitter site may be susceptible to high power densities that could cause personnel exposures in excess of the FCC guidelines. These areas must be demarcated by conspicuously posted signage that identifies the potential exposure. Signage must be viewable regardless of the viewer's position. Signs must be legible and readily viewable and readable at a minimum distance of five feet (1.52 meters) from the boundary (and as necessary on approach to this boundary) at which the applicable limits are exceeded, and that controls or indicators be placed at compliance boundaries. The minimum readable letter height at 5 feet from the signage is 0.20 inches for the Message and 0.44 inches for the Signal.

GUIDELINES	NOTICE	CAUTION	WARNING
This sign will inform anyone of the basic precautions to follow when entering an access point to an area with transmitting radiofrequency equipment.	This sign indicates that RF emissions may exceed the FCC General Population MPE limit.	This sign indicates that RF emissions may exceed the FCC Occupational MPE limit.	This sign indicates that RF emissions may exceed at least 10x the FCC Occupational MPE limit.
			

NOC INFORMATION	INFORMATION
Information signs are used as a means to provide contact information for any questions or concerns. They will include specific cell site identification information and the Verizon Wireless Network Operations Center phone number.	

d. Physical Barriers

Physical barriers are control measures that require awareness and participation of personnel. Physical barriers are employed as an additional administration control to complement RF signage and physically demarcate an area in which RF exposure levels may exceed the FCC General Population limit. **Example:** chain-connected stanchions

e. Indicative Markers

Indicative markers are visible control measures that require awareness and participation of personnel, as they cannot physically prevent someone from entering an area of potential concern. Indicative markers are employed as an additional administration control to complement RF signage and visually demarcate an area in which RF exposure levels may exceed the FCC General Population limit. **Example:** paint stripes

Reviewed and Approved by:



sealed 03dec2020 mike@h2dc.com
H2DC PLLC VA CoA#: 0413000651

Michael McGuire
Electrical Engineer
Mike@h2dc.com

Note that EBI's scope of work is limited to an evaluation of the Radio Frequency – Electromagnetic Energy (RF-EME) field generated by the antennas and broadcast equipment noted in this report. The engineering and design of the structure, as well as the impact of the antennas and broadcast equipment on the structural integrity of the structure, are specifically excluded from EBI's scope of work.

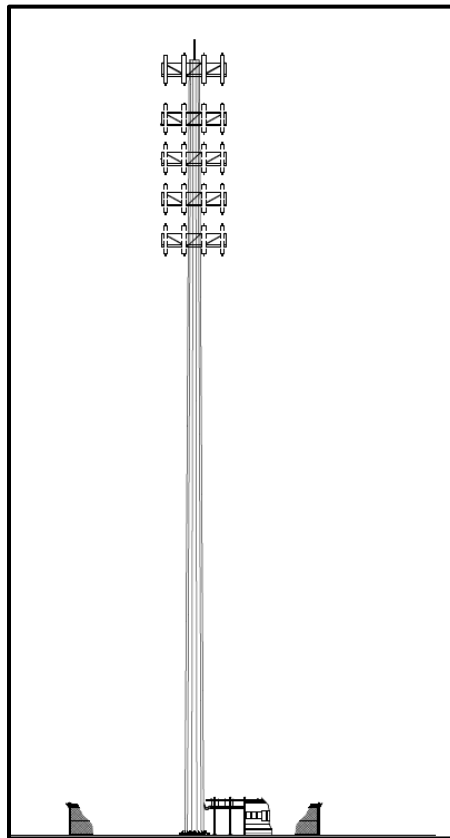


CO-LOCATION INTERFERENCE ANALYSIS REPORT

**Verizon Wireless
Claiborne
3800 Guinea Station Road
Fredericksburg, VA 22408**

Delivered: November 30, 2020

EBI Project Number: 6220006089



Prepared by:
EBI Consulting
21 B Street
Burlington, MA 01803



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1.0 Executive Summary

This report presents a radio frequency interference (RFI) analysis which was performed on the **Verizon Wireless_Claiborne** site. The RFI analysis consists of transmitter noise, receiver desensitization, intermodulation, harmonic and transmitter spurious output interference. The report consists of Sections that provide details of the communications site, antenna systems, operational frequencies and each interference analysis mode.

A summary of the interference analysis results is depicted in the following Table.

Interference Analysis Mode	Type Mix	Status	Summary	Worst-Case Margin (dB)
Transmitter Noise	N/A	Passed	No Interference was predicted	21.2
Receiver Desensitization	N/A	Passed	No Interference was predicted	49
Transmitter Intermodulation	1 Tx	Passed	No Interference was predicted	N/A
Transmitter Intermodulation	2 Tx	Passed	No Interference was predicted	N/A
Transmitter Intermodulation	3 Tx	Passed	No Interference was predicted	N/A
Transmitter Intermodulation	4 Tx	Passed	No Interference was predicted	N/A
Transmitter Intermodulation	5 Tx	Passed	No Interference was predicted	N/A
Receiver Intermodulation	1 Tx	Passed	No Interference was predicted	N/A
Receiver Intermodulation	2 Tx	Passed	No Interference was predicted	N/A
Receiver Intermodulation	3 Tx	Passed	No Interference was predicted	N/A
Receiver Intermodulation	4 Tx	Passed	No Interference was predicted	N/A
Receiver Intermodulation	5 Tx	Passed	No Interference was predicted	N/A
Transmitter Harmonics	N/A	Passed	No Interference was predicted	N/A
Transmitter Spurious Output	N/A	Passed	No Interference was predicted	N/A

The analysis was performed with the setup options depicted in the Table below.

Analysis	Description
Receiver Performance	Receiver Sensitivity Threshold
Receiver Bandwidth	Receiver Dependent
Antenna Patterns Considered	Yes
Measured Antenna Isolation Data	No
Filters/Multicouplers Considered	Yes
Number of Simultaneous Transmitters Mixed	5
Highest Intermodulation Order Tested	7
Condense Intermodulation Hit Quantity	Yes - 10000/Order
TX IM Bandwidth Multiplication	No
Tx/Rx Systems Excluded	None
Site File Name	Verizon Wireless_Claiborne.dta
Report File Name	Verizon Wireless_Claiborne.docx
WirelessSiteRFI Software Version	10.0.12

2.0 Site Description

The communication systems located at this site are described in this section as well as the configuration of the antenna systems.

The site parameters are:

Site Name: Verizon Wireless_Claiborne
Owner: Verizon Wireless
Site Description: Monopole Facility
Address: 3800 Guinea Station Road, Fredericksburg, VA 22408
Latitude: 38.16180753 N
Longitude: -77.46534208 W
Elevation: 175 feet AMSL

Notes: Currently **Verizon Wireless** is the only provider proposed to locate on this facility. This analysis was contained solely to those proposed radio systems for **Verizon Wireless**.

2.1 Communications Systems

System	Provider	Technology	Frequency Band
1	Verizon Wireless	LTE	700 MHz Band
2	Verizon Wireless	LTE	1900 MHz PCS Band
3	Verizon Wireless	LTE	850 MHz Cellular
4	Verizon Wireless	LTE	2100 MHz AWS Band

2.2 Antenna Systems

Ant #	Mfg	Antenna Model	Gain (dBd)	Hgt (ft)	Orient (deg)	Sector	Ant Use	Transmission Line Type	Line Loss (/100')	Line Length (ft)
1	Commscope	NHH-85C-R2B	13.83	192	80	A	Dplx	1/2 in. Foam	0.5	10
2	Commscope	NHH-85C-R2B	13.83	192	200	B	Dplx	1/2 in. Foam	0.5	10
3	Commscope	NHH-85C-R2B	13.83	192	320	C	Dplx	1/2 in. Foam	0.5	10
4	Commscope	NHH-85C-R2B	15.4	192	80	A	Dplx	1/2 in. Foam	0.5	10
5	Commscope	NHH-85C-R2B	15.4	192	200	B	Dplx	1/2 in. Foam	0.5	10
6	Commscope	NHH-85C-R2B	15.4	192	320	C	Dplx	1/2 in. Foam	0.5	10

3.0 Transmitter Frequencies

Freq #	Ant #	Provider	Model	Technology	Channel Label	ID	Frequency (MHz)	Power (Watts)	BW (KHz)
1	1	Verizon Wireless	Ericsson	LTE	1	A	781.500000	160	10000
2	2	Verizon Wireless	Ericsson	LTE	1	B	781.500000	160	10000
3	3	Verizon Wireless	Ericsson	LTE	1	C	781.500000	160	10000
4	4	Verizon Wireless	Ericsson	LTE	1	D	1972.500000	160	5000
5	5	Verizon Wireless	Ericsson	LTE	1	E	1972.500000	160	5000
6	6	Verizon Wireless	Ericsson	LTE	1	F	1972.500000	160	5000
7	7	Verizon Wireless	Ericsson	LTE	1	J	885.000000	160	10000
8	8	Verizon Wireless	Ericsson	LTE	1	K	885.000000	160	10000
9	9	Verizon Wireless	Ericsson	LTE	1	L	885.000000	160	10000
10	12	Verizon Wireless	Ericsson	LTE	1	M	2125.000000	160	10000
11	10	Verizon Wireless	Ericsson	LTE	1	N	2125.000000	160	10000
12	11	Verizon Wireless	Ericsson	LTE	1	O	2125.000000	160	10000

4.0 Receiver Frequencies

Freq #	Ant #	Provider	Model	Technology	Channel Label	ID	Frequency (MHz)	Sen (dBm)	BW (KHz)
1	1	Verizon Wireless	Ericsson	LTE	1	A	751.500000	-110	10000
2	2	Verizon Wireless	Ericsson	LTE	1	B	751.500000	-110	10000
3	3	Verizon Wireless	Ericsson	LTE	1	C	751.500000	-110	10000
4	4	Verizon Wireless	Ericsson	LTE	1	D	1892.500000	-110	5000
5	5	Verizon Wireless	Ericsson	LTE	2	E	1892.500000	-110	5000
6	6	Verizon Wireless	Ericsson	LTE	1	F	1892.500000	-110	5000
7	7	Verizon Wireless	Ericsson	LTE	1	J	840.000000	-110	10000
8	8	Verizon Wireless	Ericsson	LTE	1	K	840.000000	-110	10000
9	9	Verizon Wireless	Ericsson	LTE	1	L	840.000000	-110	10000
10	12	Verizon Wireless	Ericsson	LTE	1	M	1725.000000	-110	10000
11	10	Verizon Wireless	Ericsson	LTE	1	N	1725.000000	-110	10000
12	11	Verizon Wireless	Ericsson	LTE	1	O	1725.000000	-110	10000

5.0 Transmitter Noise Analysis

Transmitter noise interference occurs because a transmitter radiates energy on its operating frequency as well as frequencies above and below the assigned frequency. The energy that is radiated above and below the assigned frequency is known as sideband noise energy and extends for several megahertz on either side of the operating frequency. This undesired noise energy can fall within the passband of a nearby receiver even if the receiver's operating frequency is several megahertz away. The transmitter noise appears as "on-channel" noise interference and cannot be filtered out at the receiver. It is on the receiver's operating frequency and competes with the desired signal, which in effect, degrades the operational performance.

The analysis predicts each transmitter's noise signal level present at the input of each receiver. It takes into account the transmitter's noise characteristics, frequency separation, power output, transmission line losses, filters, duplexers, combiners, isolators, multi-couplers and other RF devices that are present in both systems. Additionally, the analysis considers the antenna separation space loss, horizontal and vertical gain components of the antennas as well as how they are mounted on the structure. The gain components are derived from antenna pattern data published by each manufacturer.

The analysis determines how much isolation is required, if any, to prevent receiver performance degradation caused by transmitter noise interference. The Table below depicts the results of this analysis. For each receiver, the transmitter that has the worst-case impact is displayed. The Signal Margin represents the margin in dB, before the receiver's performance is degraded. A negative number indicates that the performance is degraded and the value indicates how much additional isolation is required to prevent receiver performance degradation.

Receiver Provider	Receive Channel	Receive Frequency (MHz)	Transmitter Provider	Transmit Channel	Transmit Frequency (MHz)	Attn Required (dB)	Attn Provided (dB)	Signal Margin (dB)
Verizon Wireless	1	751.500000	Verizon Wireless	1	781.500000	58.3	79.5	21.2
Verizon Wireless	1	751.500000	Verizon Wireless	1	781.500000	58.3	79.5	21.2
Verizon Wireless	1	751.500000	Verizon Wireless	1	781.500000	58.3	79.5	21.2
Verizon Wireless	1	1892.500000	Verizon Wireless	1	1972.500000	54.6	97.5	42.8
Verizon Wireless	2	1892.500000	Verizon Wireless	1	1972.500000	54.6	97.5	42.8
Verizon Wireless	1	1892.500000	Verizon Wireless	1	1972.500000	54.6	97	42.3
Verizon Wireless	1	840.000000	Verizon Wireless	1	885.000000	51.6	79.5	27.9
Verizon Wireless	1	840.000000	Verizon Wireless	1	885.000000	51.6	79.5	27.9
Verizon Wireless	1	840.000000	Verizon Wireless	1	885.000000	51.6	79.5	27.9
Verizon Wireless	1	1725.000000	Verizon Wireless	1	2125.000000	54.6	91.6	36.9
Verizon Wireless	1	1725.000000	Verizon Wireless	1	2125.000000	54.6	91.6	36.9
Verizon Wireless	1	1725.000000	Verizon Wireless	1	2125.000000	54.6	91.6	36.9

Analysis Results: No transmitter noise interference problems were predicted that were determined to be system performance limiting to any operators analyzed in this report. All calculations yielded results that determined, based upon the listed configurations, that there was adequate isolation between all analyzed transmitters and receivers either through physical separation, antenna broadcast pattern gain roll off or filtering and isolation devices considered to be part of the standard transmitter / receiver configuration deployed by the equipment manufacturers listed as part of this analysis.

6.0 Receiver Desensitization Analysis

Receiver desensitization interference occurs when an undesired signal from a nearby "off-frequency" transmitter is sufficiently close to a receiver's operating frequency. The signal may get through the RF selectivity of the receiver. If this undesired signal is of sufficient amplitude, the receiver's critical voltage and current levels are altered and the performance of the receiver is degraded at its operating frequency. The gain of the receiver is reduced, thereby reducing the performance of the receiver.

A transmitter can be operating several megahertz away from the receiver frequency and/or its antenna can be located several thousand feet from the receiver's antenna and still cause interference.

The analysis predicts each transmitter's signal level present at the input of each receiver. It takes into account the transmitter's power output, frequency separation, transmission line losses, filters, duplexers, combiners, isolators, multi-couplers and other RF devices that are present in both systems. Additionally, the analysis considers the antenna separation space loss, horizontal and vertical gain components of the antennas as well as how they are mounted on the structure. The gain components are derived from antenna pattern data published by each manufacturer.

The analysis determines how much isolation is required, if any, to prevent receiver performance degradation caused by receiver desensitization interference. The Table below depicts the results of this analysis. For each receiver, the transmitter that has the worst-case impact is displayed. The Signal Margin represents the margin in dB, before the receiver's performance is degraded. A negative number indicates that the performance is degraded and the value indicates how much additional isolation is required to prevent receiver performance degradation.

Receiver Provider	Receive Channel	Receive Frequency (MHz)	Transmitter Provider	Transmit Channel	Transmit Frequency (MHz)	Attn Required (dB)	Attn Provided (dB)	Signal Margin (dB)
Verizon Wireless	1	751.500000	Verizon Wireless	1	781.500000	22.3	72.6	50.3
Verizon Wireless	1	751.500000	Verizon Wireless	1	781.500000	22.3	72.6	50.3
Verizon Wireless	1	751.500000	Verizon Wireless	1	781.500000	22.3	72.6	50.3
Verizon Wireless	1	1892.500000	Verizon Wireless	1	1972.500000	19	182.7	163.7
Verizon Wireless	2	1892.500000	Verizon Wireless	1	1972.500000	19	182.7	163.7
Verizon Wireless	1	1892.500000	Verizon Wireless	1	1972.500000	19	182.2	163.2
Verizon Wireless	1	840.000000	Verizon Wireless	1	885.000000	23.6	72.6	49
Verizon Wireless	1	840.000000	Verizon Wireless	1	885.000000	23.6	72.6	49
Verizon Wireless	1	840.000000	Verizon Wireless	1	885.000000	23.6	72.6	49
Verizon Wireless	1	1725.000000	Verizon Wireless	1	2125.000000	19	89.2	70.2
Verizon Wireless	1	1725.000000	Verizon Wireless	1	2125.000000	19	89.2	70.2
Verizon Wireless	1	1725.000000	Verizon Wireless	1	2125.000000	19	89.2	70.2

Analysis Results: No receiver desensitization interference problems were predicted that were determined to be system performance limiting to any operators analyzed in this report. All calculations yielded results that determined, based upon the listed configurations, that there was adequate isolation between all analyzed transmitters and receivers either through physical separation, antenna broadcast pattern gain roll off or filtering and isolation devices considered to be part of the standard transmitter / receiver configuration deployed by the equipment manufacturers listed as part of this analysis.

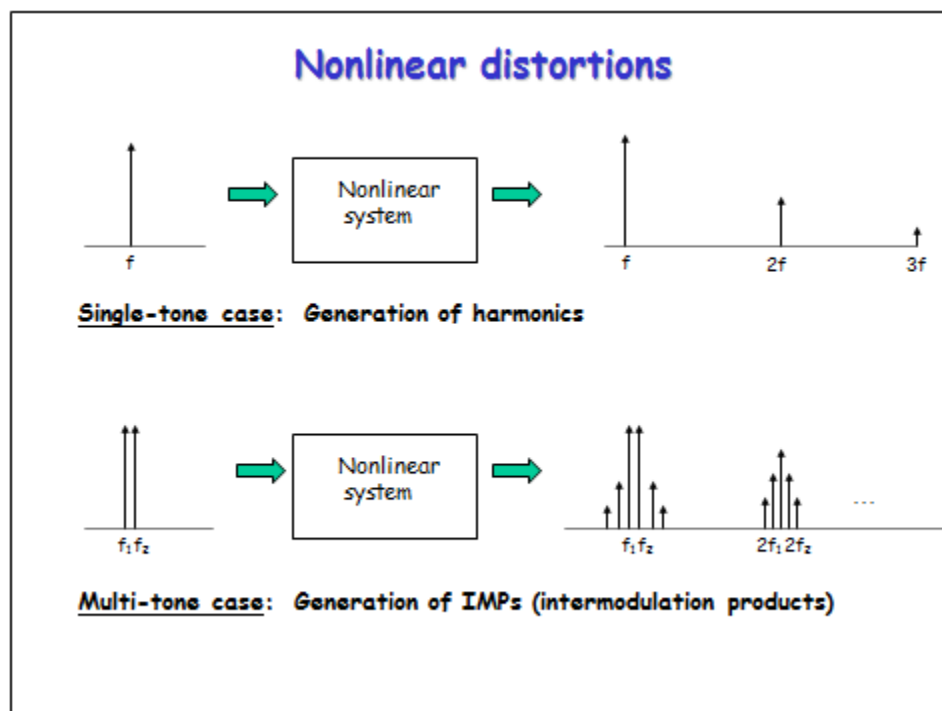
7.0 Intermodulation Interference Analysis

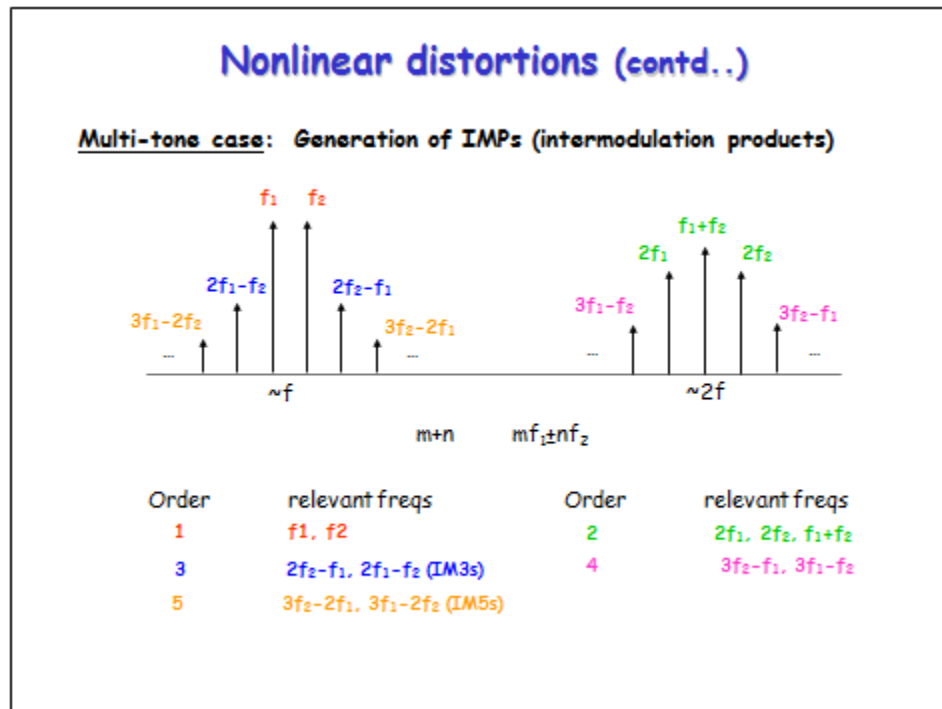
There are three basic categories of Intermodulation (IM) interference. They are receiver produced, transmitter produced, and "other" radiated IM. Transmitter produced IM is the result of one or more transmitters impressing a signal in the non-linear final output stage circuitry of another transmitter, usually via antenna coupling. The IM product frequency is then re-radiated from the transmitter's antenna. Receiver produced IM is the result of two or more transmitter signals mixing in a receiver RF amplifier or mixer stage when operating in a non-linear range.

"Other" radiated IM is the result of transmitter signals mixing in other non-linear junctions. These junctions are usually metallic, such as rusty bolts on a tower, dissimilar metallic junctions, or other non-linear metallic junctions in the area. IM products can also be caused by non-linearity in the transmission system such as antenna, transmission line, or connectors.

Communication sites with co-located transmitters, usually have RF coupling between each transmitter and antenna system. This results in the signals of each transmitter entering the nonlinear final output (PA) circuitry of the other transmitters. When intermodulation (IM) products are created in the output circuitry and they fall within the passband of the final amplifier, the IM products are re-radiated and may interfere with receivers at the same site or at other nearby sites. Additionally, these strong transmitter signals may directly enter a receiver and drive the RF amplifier into a nonlinear operation, or if not filtered effectively by the receiver input circuitry, these signals could mix in the nonlinear circuitry of the receiver front-end or mixer, creating IM products directly in the receiver.

The frequencies of IM mixing are known as nonlinear distortions. The images below depict how these IM products are derived when passing through a nonlinear junction/system.





Below are the mathematical formulae for common IM products. IM products are classified by their "order" (2nd, 3rd, 4th, ...Nth). Some of the more common forms of mixing are illustrated in the following examples. Note that the "A", "B", and "C" designations are the mixing frequencies. The numerical number assigned to the letter designation indicates the harmonic relationship of the frequency. Thus, 2A means the 2nd harmonic of frequency A.

Order	Mixing Formulae
First	$A=B, A=C$, etc.
Second	$A \pm B, A \pm C$, etc.
Third	$A + B - C, A \pm 2B, 2A \pm B$, etc.
Fourth	$A \pm 3B, 2A \pm 2B, 3A \pm B$, etc.
Fifth	$A \pm 4B, 2A \pm 3B, 3A \pm 2B, 4A \pm B$, etc.
Sixth	$A \pm 3B \pm 2C, 2A \pm 2B \pm 2C, 3A \pm 2B \pm C$, etc.
Seventh	$A \pm 6B, 2A \pm 5B, 3A \pm 4B, 4A \pm 3B, 5A \pm 2B$, etc.
Eighth	$A \pm 7B, 2A \pm 6B, 3A \pm 5B, 4A \pm 4B, 5A \pm 3B, 6A \pm 2B$, etc.
Ninth	$A \pm 8B, 2A \pm 7B, 3A \pm 6B, 4A \pm 5B, 5A \pm 4B, 6A \pm 3B$, etc.

The above IM product formulae are just a few of the many possible combinations. When there are four frequencies involved at one time, the mixing possibilities increase tremendously. Not all of the mixing possibilities are significant in creating interference signals. Some fall "out-of-band" of the receiver and the higher order IM products are usually weaker in signal strength.

7.1 Transmitter Generated Intermodulation Analysis

Intermodulation in transmitters occurs when a signal from another transmitter is impressed on the nonlinear final output stage circuitry, usually via antenna coupling. The power level of the IM product is determined by the power level of the incoming extraneous signal from another transmitter and by a conversion loss factor. The conversion loss factor takes into account the mixing efficiency of the transmitter's final output stage. Conversion loss differs with transmitter design, adjustment, frequency separation of the source signals, and with the order of the IM product.

The analysis calculates all possible IM product frequencies that could potentially interfere with receivers at the communications site based on each receiver's individual bandwidth. It then predicts each IM signal level present at the input of each affected receiver. For each IM frequency, the analysis considers all possible sources of IM generation in the transmitters. For example, if there are four transmitters involved, the analysis will calculate the IM signal level that would be generated in each transmitter. For this example, that would be four possible mixing conditions.

The analysis takes into account the transmitter's power output, modulation bandwidth, conversion losses, transmission line losses, filters, duplexers, combiners, isolators, multi-couplers and other RF devices that are present in each system. Additionally, the analysis considers the antenna separation space loss, horizontal and vertical gain components of the antennas as well as how they are mounted on the structure. The gain components are derived from antenna pattern data published by each manufacturer.

The analysis determines how much isolation is required to prevent receiver performance degradation for each IM interference signal that occurs. Receivers experiencing transmitter generated intermodulation interference are depicted in the following Table.

Tx 1 Source Mix Tx		Tx 2 Source		Tx 3 Source		Tx 4 Source		Tx 5 Source		Intermod Hit		Affected Receiver		Attn Need (dB)
ID	Freq (MHz)	ID	Freq (MHz)	ID	Freq (MHz)	ID	Freq (MHz)	ID	Freq (MHz)	Freq (MHz)	Ord	ID	Freq (MHz)	
None														

Analysis Results: The above table lists any transmitter generated IM product that is determined to have potential to noticeably degrade the system performance to any receive systems analyzed as part of this study. Based upon the listed configurations for transmitters, receivers, antenna models, antenna patterns and equipment filtering and isolation specifications it has been determined that no transmitter generated intermodulation interference problems were predicted that have the potential to be system performance limiting to any receivers analyzed in this report. While there are thousands of potential IM product combinations based upon the large number of transmitters located at this facility, all potential products produced yielded values that were below the limit where any noticeable degradation to system performance would be experienced.

7.2 Receiver Generated Intermodulation Analysis

Within a receiver, when two or more strong off-channel signals enter and mix in the receiver and one of the IM product frequencies created coincides with the receiver operating frequency, potential interference results. This internal IM mixing process takes place in the receiver's RF amplifier when it operates in a nonlinear range and/or in the first mixer, which, of course, has been designed to operate as a nonlinear device.

Receivers have a similar conversion loss type factor and receiver performance is commonly described in terms of conversion loss with respect to the 2A - B type products. Here, conversion loss is the ratio of a specified level of A and B to the level of the resulting IM product, when the product is viewed as an equivalent on-channel signal. Receiver conversion loss varies with input levels, AGC action, and product order.

The analysis calculates all possible IM product frequencies that could potentially interfere with receivers at the communications site based on each receiver's individual bandwidth. It then predicts each IM signal level present at the input of each affected receiver. For each IM frequency, the analysis considers that the IM signal is generated directly in the receiver.

The analysis takes into account the transmitter's power output, modulation bandwidth, conversion losses, transmission line losses, filters, duplexers, combiners, isolators, multi-couplers and other RF devices that are present in each system. Additionally, the analysis considers the antenna separation space loss, horizontal and vertical gain components of the antennas as well as how they are mounted on the structure. The gain components are derived from antenna pattern data published by each manufacturer.

The analysis determines how much isolation is required to prevent receiver performance degradation for each IM interference signal that occurs. Receivers experiencing receiver generated intermodulation interference are depicted in the following Table.

Tx 1 Source		Tx 2 Source		Tx 3 Source		Tx 4 Source		Tx 5 Source		Intermod Hit		Affected Receiver		Attn Need (dB)
ID	Freq (MHz)	ID	Freq (MHz)	ID	Freq (MHz)	ID	Freq (MHz)	ID	Freq (MHz)	Freq (MHz)	Ord	ID	Freq (MHz)	
None														

Analysis Results: The above table lists any receiver generated IM product that is determined to have potential to noticeably degrade the system performance to any receive systems analyzed as part of this study. Based upon the listed configurations for transmitters, receivers, antenna models, antenna patterns and equipment filtering and isolation specifications it has been determined that no receiver generated intermodulation interference problems were predicted that have the potential to be system performance limiting to any operators analyzed in this report.

8.0 Transmitter Harmonic Output Interference Analysis

Transmitter harmonic interference is due to non-linear characteristics in a transmitter. The harmonics are typically created due to frequency multipliers and the non-linear design of the final output stage of the transmitter. If the harmonic signal falls within the passband of a nearby receiver and the signal level is of sufficient amplitude, it can degrade the performance of the receiver.

The analysis takes into account the transmitter's harmonic characteristics, output level, transmission line losses, filters, duplexers, combiners, isolators, multi-couplers and other RF devices that are present in each system. Additionally, the analysis considers the antenna separation space loss, horizontal and vertical gain components of the antennas as well as how they are mounted on the structure. The gain components are derived from antenna pattern data published by each manufacturer.

The analysis determines how much isolation is required to prevent receiver performance degradation for any harmonics that fall within a receiver's passband. Receivers experiencing transmitter harmonic interference are depicted in the following Table.

Transmitter		Harmonic		Affected Receiver		Attn Needed (dB)
ID	Frequency (MHz)	Frequency (MHz)	Order	ID	Frequency (MHz)	
None						

Analysis Results: No transmitter generated harmonic interference problems were predicted that have the potential to be system performance limiting to any operators analyzed in this report. The calculations to determine harmful out of band harmonics assumed that proper bandpass filtering was utilized to severely reduce these harmonics to levels below those that could be system performance limiting to any receivers analyzed as part of this analysis.

9.0 Transmitter Spurious Output Interference Analysis

Transmitter spurious output interference can be attributed to many different factors in a transmitter. The generation of spurious frequencies could be due to non-linear characteristics in a transmitter or possibly the physical placement of components and unwanted coupling. If a spurious signal falls within the passband of a nearby receiver and the signal level is of sufficient amplitude, it can degrade the performance of the receiver.

The analysis takes into account a transmitter's spurious output specification, output levels, transmission line losses, filters, duplexers, combiners, isolators, multi-couplers and other RF devices that are present in each system. Additionally, the analysis considers the antenna separation space loss, horizontal and vertical gain components of the antennas as well as how they are mounted on the structure. The gain components are derived from antenna pattern data published by each manufacturer.

The analysis determines how much isolation is required to prevent receiver performance degradation for any transmitter spurious signals that fall within a receiver's passband. Receivers experiencing transmitter spurious output interference are depicted in the following Table.

Transmitter		Affected Receiver		Attn Needed (dB)
ID	Frequency (MHz)	ID	Frequency (MHz)	
None				

Analysis Results: No transmitter generated spurious emission interference problems were predicted that have the potential to be system performance limiting to any operators analyzed in this report. The calculations to determine harmful off channel emissions assumed that proper bandpass filtering was utilized to severely reduce these products to levels below those that could be system performance limiting to any receivers analyzed as part of this analysis.

10.0 Summary & Limitations

Based upon the data received regarding the proposed radio equipment to be utilized by **Verizon Wireless**, there should not be any negative impact to the performance of any radio systems proposed on this monopole facility from the proposed **Verizon Wireless** installation based upon calculations performed utilizing the radio configurations described in this report. Currently **Verizon Wireless** is the only provider proposed to locate on this facility. This analysis was contained solely to those proposed radio systems for **Verizon Wireless**.

This analysis was performed solely based upon radio configuration data provided by **Verizon Wireless**. In certain instances, where assumptions were required, industry standard values were utilized for variables such as transmission power levels, filter response curves, combining schemes and other configuration variables if not provided by the parties listed above. The scope of this study was limited to radio systems present on this monopole structure exclusively. It does not take into account emissions from surrounding radio sources.

As identified in the various sections of this report, the potential is present for certain forms of interference to exist. However, based upon the supplied and assumed radio system configurations, the isolation provided by physical separation, Antenna pattern gain roll off, filtering variables and isolation devices appears adequate to allow these radio systems to co-exist as outlined in the drawings and configuration documents provided by **Verizon Wireless**.

This analysis was also performed assuming that all radio equipment including lines and antennas are performing to manufacturers specifications. Each system was analyzed assuming proper filtering was used to maintain compliance with all FCC licenses and reduce out of band emissions.

From: towernotifyinfo@fcc.gov
To: [tribal](#)
Cc: tcnsweekly@fcc.gov
Subject: Proposed Construction of Communications Facilities Notification of Final Contacts - Email ID #24313
Date: Thursday, June 20, 2019 8:01:34 AM

Verizon Wireless
Mindi L Okai
10845 Olive Blvd.
Suite 260
St. Louis, MO 63141

Dear Applicant:

This letter addresses the proposed communications facilities listed below that you have referred to the Federal Communications Commission (Commission) for purposes of contacting federally recognized Indian Tribes, including Alaska Native Villages (collectively Indian Tribes), and Native Hawaiian Organizations (NHOs), as specified by Section IV.G of the Nationwide Programmatic Agreement (NPA). Consistent with the procedures outlined in the Commission's Wireless Infrastructure Second Report and Order (1), we have contacted the Indian Tribes or NHOs identified in the attached Table for the projects listed in the attached Table. You referred these projects to us between 06/13/2019 and 06/20/2019. Our contact with these Tribal Nations or NHOs was sent on 06/20/2019.

Thus, as described in the Wireless Infrastructure Second Report and Order (2), if you or Commission staff do not receive a statement of interest regarding a particular project from any Tribe or NHO within 15 calendar days of 06/20/2019, your obligations under Section IV of the NPA with respect to these Tribal Nations or NHOs are complete. If a Tribal Nation or NHO responds that it has concerns about a historic property of traditional religious and cultural significance that may be affected by the proposed construction within the 15 calendar day period, the Applicant must involve it in the review as set forth in the NPA, and may not begin construction until the process set forth in the NPA is completed.

You are reminded that Section IX of the NPA imposes independent obligations on an Applicant when a previously unidentified site that may be a historic property, including an archeological property, is discovered during construction or after the completion of review. In such instances, the Applicant must cease construction and promptly notify, among others, any potentially affected Tribal Nation or NHO. A Tribal Nation's or NHO's failure to express interest in participating in pre-construction review of an undertaking does not necessarily mean it is not interested in archeological properties or human remains that may inadvertently be discovered during construction. Hence, an Applicant is still required to notify any potentially affected Tribal Nation or NHO of any such finds pursuant to Section IX or other applicable law.

Sincerely,
Jill Springer
Federal Preservation Officer
Federal Communications Commission
jill.springer@fcc.gov

1) See Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Deployment, Second Report and Order, FCC 18-30 (Mar. 30, 2018) (Wireless Infrastructure Second Report and Order).

2) See *id.* at paras. 111-112.

LIST OF PROPOSED COMMUNICATIONS TOWERS

TCNS# 184241 Referred Date: 06/19/2019 Location: 1776 North Avest Lane, Meridian, ID
Detailed Description of Project: Crown Castle proposes to remove an existing 87.2-foot monopole tower and replace with a 100.4-foot monopole tower. Associated equipment will be installed within the existing compound.

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*****
*                               Federal Airways & Airspace
*
*                               Summary Report: New Construction
*
*                               Antenna Structure
*

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Airspace User: Tracy R Cuffie

File: CLAIBORNE

Location:  Fredericksburg, VA

Latitude:  38°-09'-42.50"           Longitude:
77°-27'-55.23"

SITE ELEVATION AMSL.....175 ft.
STRUCTURE HEIGHT.....199 ft.
OVERALL HEIGHT AMSL.....374 ft.
SURVEY HEIGHT AMSL.....374 ft.

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NOTICE CRITERIA
  FAR 77.9(a): NNR (DNE 200 ft AGL)
  FAR 77.9(b): NNR (DNE Notice Slope)
  FAR 77.9(c): NNR (Not a Traverse Way)
  FAR 77.9:    NNR FAR 77.9 IFR Straight-In Notice Criteria
for EZF
  FAR 77.9:    NNR FAR 77.9 IFR Straight-In Notice Criteria
for APH
  FAR 77.9(d): NNR (Off Airport Construction)

NR  = Notice Required
NNR = Notice Not Required
PNR = Possible Notice Required (depends upon actual IFR
procedure)
      For new construction review Air Navigation
Facilities at bottom
      of this report.

```

Notice to the FAA is not required at the analyzed location and height for slope, height or Straight-In procedures. Please review the 'Air Navigation' section for notice requirements for offset IFR procedures and EMI.

OBSTRUCTION STANDARDS

FAR 77.17(a)(1): DNE 499 ft AGL
 FAR 77.17(a)(2): DNE - Airport Surface
 FAR 77.19(a): DNE - Horizontal Surface
 FAR 77.19(b): DNE - Conical Surface
 FAR 77.19(c): DNE - Primary Surface
 FAR 77.19(d): DNE - Approach Surface
 FAR 77.19(e): DNE - Approach Transitional Surface
 FAR 77.19(e): DNE - Abeam Transitional Surface

VFR TRAFFIC PATTERN AIRSPACE FOR: EZF: SHANNON

Type: A RD: 37231.02 RE: 83
 FAR 77.17(a)(1): DNE
 FAR 77.17(a)(2): Does Not Apply.
 VFR Horizontal Surface: DNE
 VFR Conical Surface: DNE
 VFR Primary Surface: DNE
 VFR Approach Surface: DNE
 VFR Transitional Surface: DNE

VFR TRAFFIC PATTERN AIRSPACE FOR: APH: A P HILL AAF (FORT A P HILL)

Type: A RD: 53961.03 RE: 216.4
 FAR 77.17(a)(1): DNE
 FAR 77.17(a)(2): Does Not Apply.
 VFR Horizontal Surface: DNE
 VFR Conical Surface: DNE
 VFR Primary Surface: DNE
 VFR Approach Surface: DNE
 VFR Transitional Surface: DNE

TERPS DEPARTURE PROCEDURE (FAA Order 8260.3, Volume 4)

FAR 77.17(a)(3) Departure Surface Criteria (40:1)
 DNE Departure Surface

MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA)

FAR 77.17(a)(4) MOCA Altitude Enroute Criteria
 The Maximum Height Permitted is 1000 ft AMSL

PRIVATE LANDING FACILITIES

FACIL	BEARING	RANGE
DELTA ARP FAA	To FACIL	IN NM
IDENT TYP NAME		
ELEVATION IFR		
03VA HEL SPOTSYLVANIA REGIONAL MEDICA	336.52	3.59
No Impact to Private Landing Facility Structure is beyond notice limit by 16813 feet.		
20VA AIR WOODFORD AIRPARK	192.85	4.89

No Impact to VFr Transitional Surface.
Below surface height of 389 ft above ARP.

AIR NAVIGATION ELECTRONIC FACILITIES									
GRND	FAC		ST			DIST	DELTA		
ANGLE	IDNT	TYPE	AT	FREQ	VECTOR	(ft)	ELEVA	ST	LOCATION
BEAR									
.44	EZF	NDB	R	23	6.39	38303	+291	VA	SHANNON
.19	APH	NDB	D	39	123.77	48572	+161	VA	A P HILL
.18	BRV	VORTAC	R	114.5	26.92	71268	+229	VA	BROOKE
	GVE	VORTAC	R	115.6	254.53	205154	-8	VA	
	GORDONSVILLE		0.00						
-.02	CSN	VORTAC	R	116.3	326.83	208876	-68	VA	CASANOVA
	RIC	RADAR	Y	2715.	170.37	242499	+169	VA	RICHMOND
	INTERNAT	.04							

CFR Title 47, §1.30000-§1.30004
AM STUDY NOT REQUIRED: Structure is not near a FCC
licensed AM station.
Movement Method Proof as specified in §73.151(c) is not
required.
Please review 'AM Station Report' for details.

Nearest AM Station: WFVA @ 13427 meters.

Airspace® Summary Version 19.3.528

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Airways & Airspace®
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04-18-2019
16:02:02

Verizon Wireless (VZW) Southern Virginia (SOVA) General Collocation Policy:

Any new tower approved for construction by VZW will be built to conform to local zoning requirements and, if required by code, the structure will be designed for collocation by other wireless service providers. For example, if the local zoning ordinance requires that the structure is designed for VZW and two additional service providers, the VZW structure will be designed and built in that way and all drawings for zoning approval will show the locations reserved for "Future Use". Additionally, VZW freely allows subleasing of tower and ground space at our locations to our competitors. To make this a transparent process and remove the appearance of any local anti-competitive concerns, VZW has retained the services of KGI Wireless to manage all inbound collocation requests (see below).

VZW SOVA Policy for Collocation Requests by Localities:

In conformance with the new State legislation, going forward VZW will not agree to any conditions for zoning approval that require VZW to either reserve space for future use by localities or grant space to localities free of charge. As is the case of allowing collocation by VZW's competitors, the VZW collocation policy extends equally to collocation requests by localities. Localities can make application for collocation through KGI, and all negotiations of lease terms and fees will be handled between the jurisdiction and KGI.

KGI Wireless:

KGI Wireless, located in Austin, Texas (<https://kgiwireless.com/>) has been retained by VZW nationally to handle subleasing of space that is available on VZW owned structures to all third parties. Attached is a KGI information package that can be provided to the localities regarding the procedures for subleasing space.

Main KGI contact:
Geoff Kay
Senior Director, Business Development
KGI Wireless, Inc.
[512.345.9595](tel:512.345.9595) Ext 259
[512.334.3259](tel:512.334.3259) Direct
[512.345.9898](tel:512.345.9898) Fax

KGI
Building Three, Suite 370
805 Las Cimas Parkway
Austin, Texas 78746



Collocation / Site License Application Process for all Verizon Submarkets

Application received at KGI (you can e-mail or fax copy to your KGI contact, but please mail the completed, signed, hard copy to the KGI office):

KGI

Building Three, Suite 370
805 Las Cimas Parkway
Austin, Texas 78746

KGI verifies that all information has been included with the application.

Signed and dated application form with ALL fields completed

\$2,500 application fee for both new licenses or amendments (payable to KGI)

Equipment cut-sheets (Typically copied sheets from catalogs)

Preliminary Site Sketch

- An Entry & Testing Agreement may be required prior to accessing the tower site and is good for a minimum of 30 days to drive test the site and perform any required preliminary testing (for new licenses). A current Certificate of Insured will also be required. Your KGI contract specialist will let you know the correct name and address of the Verizon entity to be shown as additional insured on the Certificate of Insurance
- KGI will coordinate a site walk with one of Verizon's representatives (if necessary)
- After verification, the application is forwarded to the appropriate Verizon market contacts for approval pending structural analysis. This process takes approximately 10 to 20 days.
- KGI will forward the due diligence package to the carrier
- KGI forwards request for structural analysis, any site photos, etc., along with previous studies to the region's preferred engineering consultant. **Photos of the subject tower and compound as it exists prior to installing new equipment are very helpful.**
- Structural cost will depend on the Verizon submarket and tower type. If no existing studies are available and mapping or foundation/geotech studies are required, the additional cost will be quoted on a site by site basis. If no additional studies are required, a structural analysis takes an average of 10 business days. If additional study is required (soils, foundations) the process takes approx. 4 weeks.
DO NOT ORDER STRUCTURAL REPORTS ON YOUR OWN WITH A DIFFERENT ENGINEERING FIRM OR YOU MAY BE REQUIRED TO RE-RUN THEM THROUGH VERIZON'S PREFERRED VENDOR AT ADDITIONAL COST.
- Mount analysis of existing installations must be performed prior to modifying equipment and all mounts, new or existing, must comply with current regulatory standards. Additional fee will be required for the mount analysis and quote obtained on a case by case basis. Please provide model numbers of existing or proposed mounts and photos of existing with your application.. Please send PO / check to KGI or email PO to your Contract Specialist.

KGI

Building Three, Suite 370
805 Las Cimas Parkway
Austin, Texas 78746

KGI will submit the Order Package to the Engineering Firm on your behalf.

- If structural analysis passes and application is approved, the agreement (site license agreement or amendment) will be prepared by KGI Legal. If structural fails, negotiations to modify the tower may take place if desired. You will be required to pay for a Modification Design that will take approx. 20 days to complete. Allow approx. 30 days for draft completion once mod design and all engineering reports have been completed and approved by Verizon.
- Engineer-sealed Construction Drawings, Site Plan and the names and contact info for construction contractor must be provided for approval.
- A copy of your building permit, construction schedule, zoning approval or statement that zoning is not required must be provided prior to starting construction at the site.
- After full execution of the agreement and upon satisfaction of NTP requirements, KGI will issue an NTP (Notice to Proceed). **See attached NTP checklist.** **You must coordinate with KGI for a date to begin installation. **

- **3rd Party Inspection** of work (through contractor - paid to KGI who will coordinate) Fee may vary depending upon project type and location (generator add, lift required, etc.)
- **** Before the NTP will be issued, the Post Installation Fee must be received in the form of a check. The NTP will not be issued until full payment of any outstanding charges has been received.**
- **IMPORTANT! As-built drawings with any red-lined changes must be provided in a final Close-out Package to be delivered to Verizon.**

NTP REQUIREMENTS -

1. License Agreement or Amendment fully executed
2. All Fees to KGI are paid, including the post-installation inspection fee
3. Completed Method of Procedure (MOP) is received and approved (if required)
4. Permitting (Zoning/BP) is completed and copy provided or statement that none is required.
5. Structural Analysis is complete and approved
6. If Structural Failed, Mod Design Complete and Approved and inspected (if required)
7. Contractor information received – must list Project Manager on site and his cell #
8. Construction schedule provided with specific dates and operations to be completed each day.
9. Certificate of Insurance for Contractor showing Verizon as additional insured
10. Certificate of Insurance for Applicant showing Verizon as additional insured.
11. All underground utilities and grounding have been located and marked and site walk completed (if required)
12. Verizon has reviewed NTP items and released KGI to issue NTP.

Liability and insurance coverage amounts must comply with requirements in the Site License Agreement or MLA

Address to use for Verizon on Certificates of Insurance:

Verizon Wireless

180 Washington Valley Road

Bedminster, NJ 07921

Attention: Network Real Estate

SPECIAL POWER OF ATTORNEY AFFIDAVIT COMMONWEALTH OF VIRGINIA COUNTY OF SPOTSYLVANIA

This 8th day of SEPTEMBER, 20 20, I, Gilman Land and Timber LLC (c/o William B. Gilman), (the owner) contract purchaser (circle one) of Parcel ID Number 64-A-3 (describe land by tax map number) make, constitute, and appoint Cellco Partnership d/b/a Verizon Wireless (agents David Beniamino (Network Building + Consulting LLC) and Lisa Murphy (Wilcox & Savage, P.C.)), my true and lawful attorney-in-fact, and in my name, place and stead giving unto said David Beniamino (Network Building + Consulting LLC) and Lisa Murphy (Wilcox & Savage, P.C.), full power and authority to do and perform all acts and make all representation necessary, without any limitation whatsoever, to make Application for said Special Use Application. The right, powers, and authority of said attorney-in-fact herein granted shall commence and be in full force and effect on SEPTEMBER 8, 20 20, and shall remain in full force and effect thereafter until actual notice, by certified mail, return receipt requested is received by the Planning Department of Spotsylvania County stating that the terms of this power have been revoked or modified.

Given under our hands this 8th day of SEPTEMBER, 20 20.

William B. Gilman

(Owner) Contract Purchaser/Authorized Agent (Circle One)

COMMONWEALTH OF Virginia

COUNTY OF Hanover, to wit:

The foregoing instrument was acknowledged before me by WILLIAM B. GILMAN, the Owner of said property, this 8th day of SEPTEMBER, 20 20.

Notary Public Mr. J. Min

My commission expires: NOVEMBER 30, 2021

Registration Number: 347010



Minor T Mills
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #347010
My Commission Expires
November 30, 2021

OFFICE USE ONLY File/Case Number _____ Date Accepted _____, 20____



Lisa M. Murphy
(757) 628-5540
lmurphy@wilsav.com

16102.025

January 24, 2020

VIA OVERNIGHT COURIER

David M. Beniamino, AICP
Senior Land Use Specialist
NETWORK BUILDING + CONSULTING
4435 Waterfront Drive, Suite 100
Glen Allen, VA 23060

**Proposed 195-Foot Wireless Telecommunication Facility
(with a 4-foot lightning rod)
3800 Guinea Station Road (Tax Map #64-A-3)
Verizon Wireless Site Name: Claiborne**

Dear David:

As a follow-up to our telephone conversation, enclosed you will find a notarized Proof of Publication from *The Free Lance Star* confirming that legal advertisements regarding the balloon test and community meeting for the referenced site were run in their newspaper on January 15th and 22nd, together with a notarized affidavit from me certifying that the balloon test and community meeting notice letters were mailed to the adjacent property owners on January 14th.

Please do not hesitate to call or email me should you have any questions regarding these materials. With kind regards, I am

Very truly yours,



Lisa M. Murphy

Enclosures

Reply to Norfolk Office

440 MONTICELLO AVENUE SUITE 2200 NORFOLK, VA 23510 757.628.5500 FACSIMILE 757.628.5566
222 CENTRAL PARK AVENUE SUITE 1500 VIRGINIA BEACH, VIRGINIA 23462 757.628.5600 FACSIMILE 757.628.5639

WWW.WILLOXANDSAVAGE.COM

The Free Lance-Star

Advertising Affidavit

WILLCOX & SAVAGE, P.C.
440 MONTICELLO AVE, SUITE 2200
NORFOLK, VA 23510

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

Account Number
6116842

Date
January 22, 2020

Date	Category	Description	Ad Size	Total Cost
01/22/2020	Meetings and Events	BALLOON TEST & COMMUNITY MEETING NOTICE	In comcolic 1 x 35 L	368.00

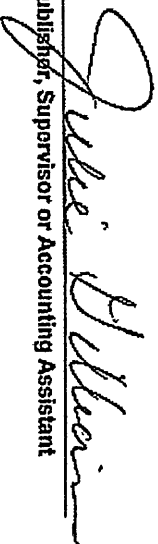
Proof of Publication

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

01/15, 01/22/2020

____ Listed additionally on-line @ Fredericksburg.com

Newspaper reference: 0001051284


Julie Hlavin
Publisher, Supervisor or Accounting Assistant

BALLOON TEST & COMMUNITY MEETING NOTICE
In connection with an application for a special use permit for a 155-foot monopole wireless telecommunication tower with a 44-foot lightning rod on property located at 3000 Gullies Station Road in Fredericksburg, Collico Partnership (U/I/V) Verizon Wireless) will hold a balloon test from 7:30 am to 4:30 pm on Tuesday, January 28, 2020, and again at the same times on Wednesday, January 29, 2020. A representative of the balloon test will be Thursday, January 30, 2020. A representative will be available on site from 8:00 am to noon each day of the balloon test to answer questions. In addition, Verizon Wireless will hold a community meeting on Thursday, February 6th, at 6:30 pm in the library at Massaponix High School located at 6801 Jefferson Davis Highway to display photographs of the balloon test and photographic simulations of the tower and answer questions regarding the project. Please contact Lisa Murphy at (757) 628-5540 or by email at lmurphy@willcoxsavage.com or David Bentham at (540) 879-3570 or by email at dwbentham@willcoxsavage.com with any questions.

Sworn to and subscribed before me this

22nd Day of January 2020


Kimberly B. Harrie
Notary Public

(Kimberly B. Harrie
NOTARY PUBLIC
Commonwealth of Virginia
Notary Registration Number 356763
Commission Expires January 31, 2021

State of Virginia
County/City

My Commission expires _____

**CERTIFICATE OF MAILING
NOTICE OF BALLOON TEST AND COMMUNITY MEETING**

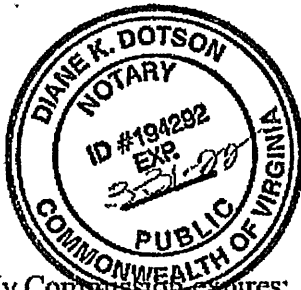
I, the undersigned, counsel for Celco Partnership d/b/a Verizon Wireless, hereby certify that on January 14, 2020, I mailed a copy of the Notice of Balloon Test & Community Meeting, attached as Exhibit A, to all property owners listed on the 3000 foot radius property owner spreadsheet, attached as Exhibit B, to notify these potentially affected property owners of the balloon test we are holding on January 28, 2020 and January 29, 2020 from 7:30 a.m. to 4:30 p.m., with a rain date of January 30th, and to notify them of the community meeting we are holding on February 6, 2020 at 6:30 p.m. in the library at Massaponax High School located at 8201 Jefferson Davis Highway.



Lisa M. Murphy, Esquire

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

The foregoing certificate was acknowledged before me this 14th day of January, 2020, by Lisa M. Murphy, who is personally known to me.





Notary Public

My Commission Expires: _____
Registration Number _____ [Affix Seal]

EXHIBIT A

Balloon Test & Community Meeting Notice Letter

See attached.



Lisa M. Murphy
(757) 628-5540
lmurphy@wilsav.com

16102.025

January 14, 2020

**Proposed 195-Foot Wireless Telecommunication Facility
(with a 4-foot lightning rod)
3800 Guinea Station Road (Tax Map #64-A-3)
Verizon Wireless Site Name: Claiborne**

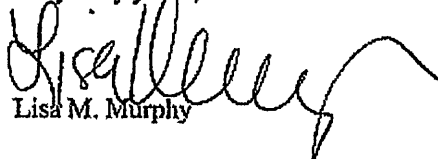
Dear Property Owner:

In order to satisfy a gap in coverage, Celco Partnership (d/b/a Verizon Wireless) will be applying to Spotsylvania County for a special use permit to install and operate a 195-foot wireless telecommunication facility with a 4-foot lightning rod on 91.76 acres of vacant land zoned Rural located at 3800 Guinea Station Road, near property that you own. The proposed telecommunication facility will be a galvanized steel monopole tower, which will not be marked or lit. An aerial map depicting the location of the proposed tower is enclosed for reference.

We will be holding a balloon test from 7:30 a.m. to 4:30 p.m. on Tuesday, January 28th, and at the same times on Wednesday, January 29th. The rain date for the balloon test will be Thursday, January 30th. A representative of Verizon Wireless will be available on-site from 8:00 a.m. to noon each day of the balloon test to answer questions. In addition, we would like to cordially invite you to attend an informational meeting on Thursday, February 6th, at 6:30 p.m. in the library of Massaponax High School located at 8201 Jefferson Davis Highway.

At the informational meeting we will present the general development plan and additional details regarding the proposal, including balloon test photographs and photographic simulations of the proposed tower, and we will answer questions regarding the project. If you are unable to attend the informational meeting and/or the balloon test and you have questions regarding the proposed tower or would like additional information, please feel free to contact me directly by phone at (757) 628-5540 or by email at lmurphy@wilsav.com or David Beniamino by phone at (540) 878-3570 or by email at dbeniamino@nbcllc.com. We would be happy to answer any questions you may have. With kind regards, I am

Very truly yours,



Lisa M. Murphy

Enclosure

Reply to Norfolk Office

440 MONTIDELLO AVENUE SUITE 2200 NORFOLK, VA 23510 757.628.5500 FACSIMILE 757.628.5566
222 CENTRAL PARK AVENUE SUITE 1500 VIRGINIA BEACH, VIRGINIA 23462 757.628.5600 FACSIMILE 757.628.5650

WWW.WILLCOXANDSAVAGE.COM

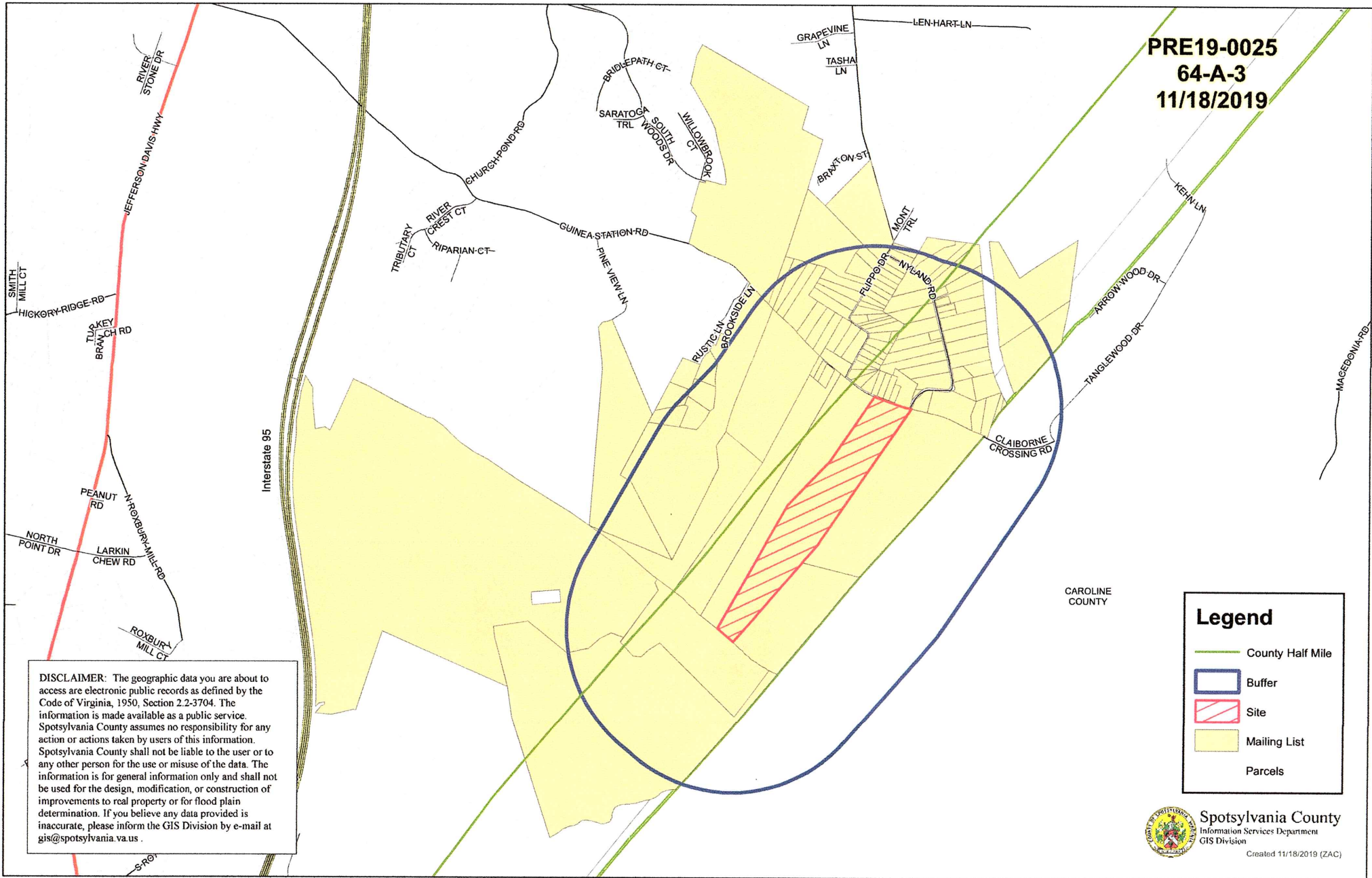
1-1669116.1

EXHIBIT B

Adjacent Property Owner's List

See attached.

PRE19-0025
64-A-3
11/18/2019



DISCLAIMER: The geographic data you are about to access are electronic public records as defined by the Code of Virginia, 1950, Section 2.2-3704. The information is made available as a public service. Spotsylvania County assumes no responsibility for any action or actions taken by users of this information. Spotsylvania County shall not be liable to the user or to any other person for the use or misuse of the data. The information is for general information only and shall not be used for the design, modification, or construction of improvements to real property or for flood plain determination. If you believe any data provided is inaccurate, please inform the GIS Division by e-mail at gis@spotsylvania.va.us.



Spotsylvania County
 Information Services Department
 GIS Division
 Created 11/18/2019 (ZAC)

TAXMAP	PROPADDRES	FULLNAME	CAREOF	MAILADDRES	Apt #	CITY	ST	ZIP
50- A - 59-	7628 Flippo DR	Justin P Patterson		705 Upham PL	0	VIENNA	VA	22180
50- A - 60-	7632 Flippo DR	Daryl R Bullock		7632 Flippo DR	0	FREDERICKSBURG	VA	22408
50- A - 61-	7640 Flippo DR	Donnie N Bullock		7640 Flippo DR	0	FREDERICKSBURG	VA	22408
50- A - 90-	4201 Guinea Station RD	Kyung Soo Kim Trustee & Kyung J Kim	& Kyung D Kim & Kyung Soo Kim et al	716 Forest Glade DR	0	CHESAPEAKE	VA	23322
50-10 - 5-	7406 Rustic LN	Eugene Dirusso or	Elizabeth M Dirusso	7410 Brookside LN	0	FREDERICKSBURG	VA	22408
50-10 - 6-	7404 Rustic LN	Eugene Dirusso or	Elizabeth M Dirusso	7410 Brookside LN	0	FREDERICKSBURG	VA	22408
50-10 - 7-	7400 Rustic LN	Eugene Dirusso or	Elizabeth M Dirusso	7410 Brookside LN	0	FREDERICKSBURG	VA	22408
50-10 - 8-	7403 Rustic LN	Eugene Dirusso or	Elizabeth M Dirusso	7410 Brookside LN	0	FREDERICKSBURG	VA	22408
50-10 - 9-	7405 Rustic LN	Eugene Dirusso or	Elizabeth M Dirusso	7410 Brookside LN	0	FREDERICKSBURG	VA	22408
50-10 - 10R	7407 Rustic LN	Eugene Dirusso or	Elizabeth M Dirusso	7410 Brookside LN	0	FREDERICKSBURG	VA	22408
50-16 - 1-	4031 Guinea Station RD	James R Alpy		4031 Guinea Station RD	0	FREDERICKSBURG	VA	22408
50-16 - 2-	4025 Guinea Station RD	Corey R Hall		4025 Guinea Station RD	0	FREDERICKSBURG	VA	22408
50-16 - 3-	4017 Guinea Station RD	Dale M Eckelberry or	Marion R Eckelberry	4017 Guinea Station RD	0	FREDERICKSBURG	VA	22408
50-16 - 4A	0 Guinea Station RD	Paul W Komar or	Sharon S Komar	794 Turkey Ridge RD	0	CASTLETON	VA	22716
50-16 - 6-	3925 Guinea Station RD	Brett L Young		3925 Guinea Station RD	0	FREDERICKSBURG	VA	22408
50-16 - 7-	3921 Guinea Station RD	Richard D Milam Jr		3921 Guinea Station RD	0	FREDERICKSBURG	VA	22408
50-16 - 8-	3917 Guinea Station RD	Larry C Dwyer or	Sandra L Dwyer	3917 Guinea Station RD	0	FREDERICKSBURG	VA	22408
50-16 - 9-	7600 Flippo DR	Dennis G Newton or	Linda S Mauck	7600 Flippo DR	0	FREDERICKSBURG	VA	22408
50-16 - 10-	7538 Flippo DR	Richard H Chipiwallt or	Martha J Chipiwallt	7538 Flippo DR	0	FREDERICKSBURG	VA	22408
50-16 - 11-	7518 Flippo DR	Janet Lopez		7518 Flippo DR	0	FREDERICKSBURG	VA	22408
50-16 - 12-	7504 Flippo DR	Dmitriy Zavyalov		122 Steeplechase RD	0	SAVANNAH	GA	31405
50-16 - 13-	7604 Flippo DR	Richard D O'Canas		7607 Nyland RD	0	FREDERICKSBURG	VA	22408
50-16 - 14-	7608 Flippo DR	Sidney Thomas Simpson or	Lisa Lynn Simpson	7608 Flippo DR	0	FREDERICKSBURG	VA	22408
50-16 - 15-	7612 Flippo DR	Betty L Anderson		7612 Flippo DR	0	FREDERICKSBURG	VA	22408
50-16 - 16-	7616 Flippo DR	Panalytics LLC		4222 Fortuna Center PLZ	228	DUMFRIES	VA	22025
50-16 - 17-	7620 Flippo DR	Dennis Bean		7620 Flippo DR	0	FREDERICKSBURG	VA	22408
50-23 - 5-	0 Pine View LN	Guinea Station LLC		0 PO Box 1097	0	FREDERICKSBURG	VA	22402
51- A - 26A	11045 Claiborne Crossing RD	Betty E Francy		11045 Claiborne Crossing RD	0	FREDERICKSBURG	VA	22408
63- A -141-	0 Assigned on Request	Gilman Land and Timber LLC		13423 Farrington RD	0	ASHLAND	VA	23005
64- 1 - 1-	3906 Guinea Station RD	Joshua A Banko or	Sarah D Banko	3906 Guinea Station RD	0	FREDERICKSBURG	VA	22408
64- 1 - 2-	3908 Guinea Station RD	Yvonne Dillon		4412 Guinea Station RD	0	FREDERICKSBURG	VA	22408
64- A - 1-	3918 Guinea Station RD	Westwood Farms LLC		3918 Guinea Station RD	0	FREDERICKSBURG	VA	22408
64- A - 1A	7400 Brookside LN	Recreational Adventures Campgrounds		0 PO Box 295	0	HILL CITY	SD	57745
64- A - 1A	7400 Brookside LN	Recreational Adventures Campgrounds		0 PO Box 295	0	HILL CITY	SD	57745
64- A - 1A	7400 Brookside LN	Recreational Adventures Campgrounds		0 PO Box 295	0	HILL CITY	SD	57745
64- A - 2-	3902 Guinea Station RD	Frances Elaine Sibley or	Allen Banko	3900 Guinea Station RD	0	FREDERICKSBURG	VA	22408
64- A - 2A	3910 Guinea Station RD	Robyn L Charles		3910 Guinea Station RD	0	FREDERICKSBURG	VA	22408
64- A - 2B	3914 Guinea Station RD	Frances Elaine Sibley or	Allen Banko	3900 Guinea Station RD	0	FREDERICKSBURG	VA	22408
64- A - 3-	3800 Guinea Station RD	Gilman Land and Timber LLC		13423 Farrington RD	0	ASHLAND	VA	23005
64- A - 3A	3700 Guinea Station RD	Paige Baigis		41999 Braddock RD	0	ALDIE	VA	20105
64- A - 3B	3900 Guinea Station RD	Allen Banko or	Frances E Sibley	3900 Guinea Station RD	0	FREDERICKSBURG	VA	22408
64- A - 4-	0 Assigned on Request	Weber S Taylor Trustee	The Weber S Taylor Family Revoc Tr	1204 Prince Edward ST	0	FREDERICKSBURG	VA	22401
64- A - 4A	0 Assigned on Request	Charles Cutler Beasley		1667 Black Cat RD	0	KESWICK	VA	22947
64- A - 5-	0 Assigned on Request	James N Mills & Clayton I Mills &	Lee T Mills	1 Belmont CT	0	FREDERICKSBURG	VA	22405

64A 1 - 2-	7705 Flippo DR	Paul B Sullivan		7705 Flippo DR	0	FREDERICKSBURG	VA	22408
64A 1 - 3-	7701 Flippo DR	Ronnie P Bache &	Shirley T Bache	7701 Flippo DR	0	FREDERICKSBURG	VA	22408
64A 1 - 4-	7641 Flippo DR	Charles Shelton Gibson Jr		7641 Flippo DR	0	FREDERICKSBURG	VA	22408
64A 1 - 5-	7637 Flippo DR	Lisa M Bush		7637 Flippo DR	0	FREDERICKSBURG	VA	22408
64A 1 - 6-	7633 Flippo DR	Sandra Jaldin Orosco		7633 Flippo DR	0	FREDERICKSBURG	VA	22408
64A 1 - 7-	7629 Flippo DR	Kenneth D Chappell or	Janice D Chappell	7629 Flippo DR	0	FREDERICKSBURG	VA	22408
64A 1 - 8-	7625 Flippo DR	Perry Lynn Arrington or	Betty J Arrington	7625 Flippo DR	0	FREDERICKSBURG	VA	22408
64A 1 - 9-	7621 Flippo DR	Ralph C Duggins &	Linda Duggins	7621 Flippo DR	0	FREDERICKSBURG	VA	22408
64A 1 - 10-	7617 Flippo DR	Joel H Nissen or	Tracey A Nissen	7617 Flippo DR	0	FREDERICKSBURG	VA	22408
64A 1 - 11-	7613 Flippo DR	Samuel Reid or	Shirley Reid	7613 Flippo DR	0	FREDERICKSBURG	VA	22408
64A 1 - 12-	7609 Flippo DR	Hannah T Lewis		7609 Flippo DR	0	FREDERICKSBURG	VA	22408
64A 1 - 13-	7605 Flippo DR	Carol A Altman Trust		7605 Flippo DR	0	FREDERICKSBURG	VA	22408
64A 1 - 14A	7601 Flippo DR	James H Pearson or	Sherry A Pearson	7601 Flippo DR	0	FREDERICKSBURG	VA	22408
64A 1 - 14B	7541 Flippo DR	Patricia A Smith		7541 Flippo DR	0	FREDERICKSBURG	VA	22408
64A 1 - 15-	7533 Flippo DR	Ernesto Messina		17286 Day Lily DR	0	RUTHER GLEN	VA	22546
64A 1 - 15A	7539 Flippo RD	Patricia A Smith		7541 Flippo DR	0	FREDERICKSBURG	VA	22408
64A 1 - 16-	7529 Flippo DR	John Louis Kobuchi or	Jean Margaret Kobuchi	7529 Flippo DR	0	FREDERICKSBURG	VA	22408
64A 1 - 19-	7517 Flippo DR	Scott T Ellsworth &	Mary M Ellsworth	7517 Flippo DR	0	FREDERICKSBURG	VA	22408
64A 1 - 20-	7513 Flippo DR	John W Wood or Imogene P Wood or	Larry A Lamb or Shirley S Lamb	0 PO Box 1361	0	LOUISA	VA	23093
64A 1 - 21-	7509 Flippo DR	Thomas Hubbard & Deborah E Dillard	& Michelle Williams	7509 Flippo DR	0	FREDERICKSBURG	VA	22408
64A 1 - 22-	7505 Flippo DR	Elizabeth W Wood		7505 Flippo DR	0	FREDERICKSBURG	VA	22408
64A 1 - 23-	7501 Flippo DR	Michael Hawkins or	Kimberlee G Hawkins	7501 Flippo DR	0	FREDERICKSBURG	VA	22408
64A 1 - 24-	3827 Guinea Station RD	Rachel Rene Woodward		3827 Guinea Station RD	0	FREDERICKSBURG	VA	22408
64A 1 - 25-	3821 Guinea Station RD	Martin Condrey		3821 Guinea Station RD	0	FREDERICKSBURG	VA	22408
64A 1 - 26-	3819 Guinea Station RD	John C Kennedy		3819 Guinea Station RD	0	FREDERICKSBURG	VA	22408
64A 1 - 27-	3817 Guinea Station RD	James C Adkins or	Judy R Adkins	3817 Guinea Station RD	0	FREDERICKSBURG	VA	22408
64A 1 - 28-	3815 Guinea Station RD	Imelda R Deleon		3815 Guinea Station RD	0	FREDERICKSBURG	VA	22408
64A 1 - 29-	3811 Guinea Station RD	Victor M Gonzalez or	Tami F Gonzalez	3805 Guinea Station RD	0	FREDERICKSBURG	VA	22408
64A 1 - 171-	7525 Flippo DR	David B Slater &	Betty J Slater	7525 Flippo DR	0	FREDERICKSBURG	VA	22408
64A 1 - 172-	0 Assigned on Request	David B Slater &	Betty J Slater	7525 Flippo DR	0	FREDERICKSBURG	VA	22408
64A 1 - 181-	7521 Flippo DR	Richard W Ledden or	Laurel A Ledden	7521 Flippo DR	0	FREDERICKSBURG	VA	22408
64A 1 - 182-	0 Assigned on Request	Richard W Ledden or	Laurel A Ledden	7521 Flippo DR	0	FREDERICKSBURG	VA	22408
64A 2 - 3A	3611 Guinea Station RD	Jeremias M Lopez Hernandez or	Rita A Turcios	10443 Claiborne Crossing RD	0	FREDERICKSBURG	VA	22408
64A 2 - 3B	3609 Guinea Station RD	David R Fitts		0 PO Box 1	0	HUSTLE	VA	22476
64A 2 - 4-	3615 Guinea Station RD	Norman L or C Lynn Howdyshell &	Joseph P D'Orio or Jessica D'Orio	3619 Guinea Station RD	0	FREDERICKSBURG	VA	22408
64A 2 - 5-	3619 Guinea Station RD	Norman L Howdyshell or	C Lynn Howdyshell	3619 Guinea Station RD	0	FREDERICKSBURG	VA	22408
64A 2 - 6-	3701 Guinea Station RD	Raymond W Parrish or	Wanda C Parrish	3701 Guinea Station RD	0	FREDERICKSBURG	VA	22408
64A 2 - 6A	7401 Nyland RD	Michael H Parrish or	Lisa M Parrish	7401 Nyland RD	0	FREDERICKSBURG	VA	22408
64A 2 - 7-	3805 Guinea Station RD	Victor M Gonzalez or	Tami F Gonzalez	3805 Guinea Station RD	0	FREDERICKSBURG	VA	22408
64A 2 - 8-	7412 Nyland RD	Victor M Gonzalez or	Tami F Gonzalez	3805 Guinea Station RD	0	FREDERICKSBURG	VA	22408
64A 2 - 9-	7430 Nyland RD	Victor M Gonzalez		3805 Guinea Station RD	0	FREDERICKSBURG	VA	22408
64A 2 - 10-	7502 Nyland RD	Dana K Stahl or	Kyle J Stahl	7502 Nyland RD	0	FREDERICKSBURG	VA	22408
64A 2 - 11-	7506 Nyland RD	Shepherd A Cofer or	Maria Z Cofer	7506 Nyland RD	0	FREDERICKSBURG	VA	22408
64A 2 - 12-	7508 Nyland RD	Kathy Lynn Torres or	Raul Torres	7508 Nyland RD	0	FREDERICKSBURG	VA	22408
64A 2 - 12A	7510 Nyland RD	Alice L Posey or	Milton D Posey	7510 Nyland RD	0	FREDERICKSBURG	VA	22408
64A 2 - 13-	7514 Nyland RD	John Calvin Braithwaite or	Dana J Braithwaite	7514 Nyland RD	0	FREDERICKSBURG	VA	22408

64A 2 - 14- 7522 Nyland RD	Richard Cleveland or	Janet Cleveland	7522 Nyland RD	0	FREDERICKSBURG VA 22408
64A 2 - 15- 7604 Nyland RD	Eugene J Reardon or	Nora J Reardon	7604 Nyland RD	0	FREDERICKSBURG VA 22408
64A 2 - 16- 7618 Nyland RD	Phyllis T Pickens		408 Butternut DR	0	FREDERICKSBURG VA 22408
64A 2 - 17R 7631 Nyland RD	Jason Pickett		7631 Nyland RD	0	FREDERICKSBURG VA 22408
64A 2 - 18A 7627 Nyland RD	Benjamin M Ward		7627 Nyland RD	0	FREDERICKSBURG VA 22408
64A 2 - 18B 7615 Nyland RD	Edith R Leinenbach or	Stuart C Leinenbach	7615 Nyland RD	0	FREDERICKSBURG VA 22408
64A 2 - 19- 7613 Nyland RD	Stuart C Leinenbach or	Edith R Leinenbach	7613 Nyland RD	0	FREDERICKSBURG VA 22408
64A 2 - 20A 7609 Nyland RD	Catherine E Ponton		7609 Nyland RD	0	FREDERICKSBURG VA 22408
64A 2 - 20B 7603 Nyland RD	Harry A & Margaret P Lloyd Life Est	& Kevin Mark Lloyd Sr	7603 Nyland RD	0	FREDERICKSBURG VA 22408
64A 2 - 20C 7607 Nyland RD	Richard D O'Canas or	Lisa D O'Canas	7607 Nyland RD	0	FREDERICKSBURG VA 22408
64A 2 - 20D 7605 Nyland RD	Michael Angel Bermudez or	Jeffery Vincze Sowards	7605 Nyland RD	0	FREDERICKSBURG VA 22408
64A 2 - 21- 7523 Nyland RD	Dawn Houser Purks		7523 Nyland RD	0	FREDERICKSBURG VA 22408
64A 2 - 21A 7521 Nyland RD	Luke A Guy Jr or	Lillian M Guy Life Estate	7521 Nyland RD	0	FREDERICKSBURG VA 22408
64A 2 - 21B 7525 Nyland RD	Dale E Sowards &	Jo Ann Sowards	7525 Nyland RD	0	FREDERICKSBURG VA 22408
64A 2 - 22- 7515 Nyland RD	Russell A Weaver or	Jennifer A Weaver	7515 Nyland RD	0	FREDERICKSBURG VA 22408
64A 2 - 23- 7509 Nyland RD	Newton Lee Beach II		7509 Nyland RD	0	FREDERICKSBURG VA 22408
64A 2 - 24- 7507 Nyland RD	Sandra Rae Beach		7507 Nyland RD	0	FREDERICKSBURG VA 22408
64A 2 - 25- 7431 Nyland RD	Leonard J Balderson or	Rosa D Balderson	7431 Nyland RD	0	FREDERICKSBURG VA 22408
64A 2 - 26- 7427 Nyland RD	Robert Vance Withers or	Joyce Waite Withers	381 Widewater RD	0	STAFFORD VA 22554
64A 2 - 26A 7429 Nyland RD	Allen Judson Withers III		385 Widewater RD	0	STAFFORD VA 22554
64A 2 - 27- 0 Assigned on Request	Norman L or C Lynn Howdyshell &	Joseph P D'Orio or Jessica D'Orio	3619 Guinea Station RD	0	FREDERICKSBURG VA 22408
64A 2 - 27A 7423 Nyland RD	Matthew M Durney Sr		7423 Nyland RD	0	FREDERICKSBURG VA 22408
65- A - 1- 0 Assigned on Request	Betty E Francy		11045 Claiborne Crossing RD	0	FREDERICKSBURG VA 22408

Project Name: Verizon Tower - 3800 Guinea Station
 Meeting Date: 2/6/20 Location: Massaponax High School

NAME	PHONE #	E-MAIL ADDRESS
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Raymond BELL	540-834-7441	pasbell@aol.com
Katark B. Sullivan	540-898-7580	

PROJECT SUMMARY
PLANNING DEPARTMENT
SPOTSYLVANIA COUNTY, VIRGINIA
SPECIAL USE PERMITS

Application#: SUP21-0002
Date Submitted: 2/24/2021
Case Planner: Shannon Fennell



Project Name: Claiborne Verizon Cell Tower			
Applicant: Cellco Partnership dba Verizon Wireless; 1831 Rady Ct.; Richmond, VA 23222 Wk: 757-817-6628			
Owner: Gilman Land And Timber, LLC; 13423 Farrington Rd.; Ashland, VA 23005-7115 Wk:			
Plan Preparer: N B and C Engineering Services, LLC; 4436 Waterfront Dr., Ste. 100; Glen Allen, VA 23060 Wk: 804-548-4079			
Zoning: RU	Proposed Zoning/Use: /Cell Tower	Public Water: n/a	Public Sewer: n/a
New Bldg Sq Ftg: n/a	Total Site Acres: 91.76	Lots/Units Proposed: 1 / 0	
Parcel # and Address 64-A-3 ; 3800 Guinea Station Rd.		Route #: 607	Voting: Berkeley
Description: Cell tower			

Cc: BOS, PC, County Admin, County Attorney, Economic Development, ACOE, NPS, FRED, Fort A.P. Hill, Fredericksburg Post Office, Spotsylvania Post Office, REC, Press

Spotsylvania County Planning Commission

DRAFT

Board Room – Holbert Building, 9104 Courthouse Road, Spotsylvania VA 22553

MINUTES: June 16, 2021

Call to Order: Ms. Maddox called the meeting to order at 7:00 p.m.

Members Present:

Mary Lee Carter	Lee Hill
Jennifer Maddox	Berkeley
Richard Thompson	Courtland
Dr. Raymond Bell	Salem
Jacob Lane	Livingston
Gerald Childress	Chancellor
Travis Bullock	Battlefield

Members Absent: Jacob Lane Livingston

Staff Present: Paulette Mann, Planning Commission Secretary
B. Leon Hughes, AICP, Director of Planning & Zoning
Kimberly Pomatto, CZA, Deputy Director of Planning & Zoning
Alexandra Spaulding, Senior Assistant County Attorney
Brad Robinson, CZA, Planner II
Shannon Fennell, Planner III
Jacob Pastwik, AICP, Planner III
Phil Sullivan, Deputy Fire Marshal

Announcements: Mr. Hughes updated the Commission on upcoming cases, what's on the TRC agendas and community meetings.

Review and approval of minutes

Motion and vote: On a motion by Mr. Thompson seconded by Mr. Childress, the Commission voted to approve the minutes of May 19, 2021.

VOTE:

Ayes: 6 Dr. Bell, Ms. Carter, Mr. Bullock, Ms. Maddox, Mr. Thompson and Mr. Childress
Nays: 0
Absent: 0
Abstain: 0

Unfinished Business: None

Rezoning

R20-0008 Linda C. Curtis and Leigh Ann Curtis-Chapman (Rappahannock Development Group, LLC): Requests a rezoning of three (3) parcels consisting of approximately 48.42 acres from Residential 1 (R-1) to Planned Development Housing 3 (PDH-3) with proffers for the development of 101 single family detached dwelling units. The properties are located on the south side of Piedmont Drive (Route 673) approximately 0.4 miles from its intersection with Harrison Road (Route 620). The properties are addressed as 11501 Piedmont Drive, 11513 Piedmont Drive, and 6020 Harrison Road. The properties are located within the Primary Development Boundary. The properties are designated for Low Density Residential on the Future Land Use Map of the Comprehensive Plan. Tax parcels 22 (A) 103, 22 (11) 4B, 22 (11) 5. Salem Voting District.

Ms. Fennell presented the case. The applicant proposes to rezone the subject parcels from Residential 1 District (R-1) to the Planned Development Housing 3 District (PDH-3) with proffers. If approved, the applicant will develop 101 single-family detached homes, with a density of 2 dwelling units per acre. Staff notes that the density proposed with the Saddle Creek development is marginally less than the density of adjacent existing subdivisions.

The project will be served by a public road network, as all subdivision streets will be public and connect to Piedmont Drive and Huntington Meadows Lane both of which are public right of ways and maintained by VDOT. Initial entrance designs included a left turn lane in to the property on Piedmont; however, concerns were raised regarding the close proximity to the Piedmont Drive and Chancellor Park Drive intersection and potential safety concerns lead the applicant to investigate the possibility of incorporating what is currently Banks Lane into the development as the primary access off Piedmont Drive with a traffic signal. Upon further study it was determined by VDOT that that conceptual intersection did not meet VDOT's signal warrants. As a result, the entrance design is a one lane roundabout, adjoining the entrance at Piedmont Drive Opposite Chancellor Park Drive in the hopes of mitigating this development's impact on the County's transportation facilities and its neighbors. As proposed the roundabout would significantly improve the existing traffic conditions decreasing the Levels of Service (LOS) from D and E for northbound left/right turning movements and southbound left turning movements (respectively) to and overall LOS B during the AM peak and LOS A during the PM peak. A variable width of right of way must be dedicated along Piedmont Drive to provide for the proposed road improvements. Upon further review of the proposed improvements and a title report for Banks Lane, it was discovered by the applicant that there was no evidence of any fee simple conveyance of the approximately 670-foot private road known as Banks Lane. Therefore, in order to construct the roundabout as proposed and dedicate to VDOT for acceptance into the Commonwealth's Secondary Highway System, the applicant requests the County to condemn the area currently known as Banks Lane and as identified on the proffered exhibits.

Should the Board of Supervisors approve the rezoning and decide to condemn Banks Lane the roundabout improvement will serve as a public facility and mitigate the proposal's impact on the County's transportation facilities and its neighbors. The roundabout will serve as the primary entrance for the Saddle Creek development and seven (7) other existing residential properties. If the rezoning is approved, the applicant will enter into an agreement with the County regarding the

potential condemnation. The draft agreement is incorporated by reference in the applicant's proffer statement and identifies terms and conditions related to the potential condemnation process.

Based on County projections the development will generate an estimated 210 new residents (above the by-right use) with 40 being school-aged children at full build out (18 elementary school students, 9 middle school students, and 13 high school students). The new students from the development will attend Battlefield Elementary, Chancellor Middle and Chancellor High Schools. As of October 1, 2020 and current school district boundaries, there is existing capacity in the elementary and high schools to accommodate the projected students. Currently, Chancellor Middle School has capacity for 7 additional students, and the projected 9 middle school students will cause enrollment to exceed capacity by 2 students. Currently, there are no Capital Improvement projects for the Chancellor Middle School; however, to mitigate the projected impact the applicant has offered a cash contribution of \$130,000.13 towards a future school expansion project.

Ms. Fennell discussed the following findings:

In Favor:

- A.** The proposal is consistent with the intent of the Primary Development Boundary by having more intense development occur within the Primary Development Boundary.
- B.** The proposal is consistent with the Comprehensive Plan with respect to the Guiding Principles and Policies of Spotsylvania County of being a family friendly community, and comports with the idea of contributing to the mix of units in support of a growing diverse housing stock to accommodate housing needs for all stages of life.
- C.** The density as proposed with the Saddle Creek development is less than the density of adjacent existing subdivisions, Battlefield Green, Dominion Green, Huntington Meadows, Jackson Meadows, Willow Pond and Chancellor Park (sections 1-3) as the densities of these developments range from 2.2 dwelling units per acre to 3.0 dwelling units per acre.
- D.** The proposed development also integrates quality open space into the design in excess of zoning district requirements, while incorporating and protecting environmentally sensitive features.
- E.** The County's Fiscal Impact model projects a net positive annual fiscal benefit at build out.
- F.** The applicant has proffered \$138,531.60 in cash contributions to mitigate the impacts of the development on public safety and schools.
- G.** The applicant has proffered aggregate sum of \$56,024.04 towards the VDOT Safe Routes to School Program for sidewalks along Chancellor Park Drive which will improve pedestrian safety.
- H.** The applicant will provide pedestrian connectivity throughout the site connecting Piedmont Drive, Scott Drive, Huntington Meadows Lane and Harrison Road; the proposed 10-foot paved multi-use trail from Scott Drive to Harrison Road will be dedicated to the County as a future connection point to the VCR Trail.
- I.** The applicant will construct a roundabout at the Piedmont Drive/Chancellor Park Drive/Saddle Creek Drive intersection, which will mitigate not only the project's

impacts to the County's Transportation network but also address existing traffic safety concerns at the Piedmont/Chancellor intersection.

- J.** The applicant will connect to Huntington Meadows Lane, using the existing interparcel connection; this will allow traffic to reach Leavells Road without utilizing the Piedmont Drive/Harrison Road intersection or the Harrison Road/Salem Church Road/Leavells Road intersections.
- K.** The applicant has proffered \$200,000 to mitigate impacts of this development on the Harrison Road, Salem Church and Leavells Road intersection

Against:

- A.** The development will contribute to some additional traffic at the Harrison Road/Salem Church Road/Leavells Road intersection which could temporarily degrade LOS at the intersection from existing before the \$6.1 Million Smart Scale project is completed in 2026.
- B.** The projected population for the Saddle Creek development will have an impact on the County's Recreational Facilities; however, no mitigation for parks and recreation impacts have been proposed.

The Comprehensive Plan Guiding Principles and Policies support a diverse housing inventory that can accommodate the housing needs for all stages of life. This diversity includes small to larger single family homes as part of this inventory. This projects comports with this goal by providing housing on smaller lots to provide a compact, walkable residential community. This project is within the Primary Development Boundary and consistent with respect to the proposed density and parcel sizes of adjacent existing subdivisions. The proposed development also integrates quality open space into the design in excess of zoning district requirements, and provides pedestrian connectivity throughout the site and to adjacent subdivisions. The County's FIA model projects a net positive annual fiscal benefit at build out of the project. The applicant has proffered cash contributions totaling \$394,555.64 to mitigate the development's impacts on public safety, transportation and schools. The project's transportation improvements include the dedication of off-site right of way, the construction of a roundabout at the Piedmont/Chancellor Park Drive/Saddle Creek Drive intersection, right away along Piedmont Drive, and a cash contribution toward the Salem Church Rd, Leavells Rd, and Harrison Rd intersection, which not only assist in mitigating the project's impacts but also assist in addressing existing traffic safety issues. Given the Findings in Favor and reasons noted in the conclusion, Staff recommends approval of the rezoning request with the proffered conditions dated May 28, 2021.

Mr. Thompson asked for clarification about the condemnation of Banks Lane.

Ms. Fennell explained that no one owns Banks Lane and there is no owner of record for the road.

Ms. Maddox opened the public hearing.

Applicant, Charlie Payne: He provided a PowerPoint presentation to the Planning Commission and stated that Banks Lane is not owned by anyone hence the traffic circle and interparcel connection to Huntington Meadows.

Denies Hamilton: She stated that in October she was t-boned by a high school student. She stated she has concerns about additional accidents occurring. Ms. Hamilton stated that crosswalks are great but many people have no regard for pedestrians and suggested big flashing lights like what is near UMW.

Nick Adams: He stated he has concerns about the speed on Piedmont Drive. He alerted folks that you cannot see the flashing school sign unless you are right up on it because of overgrown vegetation. He stated he has concerns about the roundabout because no one knows how to successfully navigate them. He is excited about the trails.

Matthew Misner: He stated he echoes many comments already raised. He expresses his concerns about getting in and out of his driveway. He is in favor of the roundabout.

Jason Aldridge: He advised that he agrees with everything already said but has concerns about construction during rush hour times.

Ms. Mann read letters submitted to her on the case.

Raymond Carney: He has concerns about the number of students this will add, the number of cars, lack of transportation improvements, and affordable housing.

Jacquay Manos: She expressed concerns about the volume of traffic the proposal will create. Additionally, her concerns are about noise, traffic, congestion, car fumes, and accidents.

Earl Smith: He stated that he has major concerns regarding traffic, fumes created carbon monoxide, construction dust and dirt.

Renee LeMay: She raised concerns about traffic, overcrowding at Chancellor High School, and the potential for adding trailers to schools.

Glenn Summers: He expressed her concerns regarding the installation of a traffic circle and the ability to safely navigate during school arrivals, dismissals and special events. He also has concerns about traffic.

Applicant, Charlie Payne: He stated that the development didn't warrant a light and the roundabout is their solution for speed and safer traffic movement. The improvements they are making bring the level of service from a D to a B in the AM peak, and from an E to an A in the PM peak. He stated that he feels the neighbors will be better off with these additions.

Ms. Maddox inquired about the applicant's timeline.

Mr. Payne stated that these would be built and completed within 3-5 years.

Ms. Maddox closed the public hearing.

Motion and vote: Ms. Maddox made a motion, seconded by Mr. Childress to approve the rezoning with proffers dated May 28, 2021. The motion passed 5-1 with Mr. Thompson voting no.

SUP21-0002 - Gilman Land and Timber LLC (Cellco Partnership): Requests a special use permit for a 195-foot monopole communication tower with a 4-foot lightning rod, for a total of 199 feet in height, on an approximately 91.76-acre parcel zoned Rural (RU) District. The property is located on the south side of Guinea Station Road (Route 607) approximately 706 feet east of Flipppo Drive (Route 634) and approximately 1,500 feet west of the Caroline County line. The property is addressed as 3800 Guinea Station Road and identified as Tax Parcel 64-A-3. The property is designated as Rural Residential on the Future Land Use Map of the Comprehensive Plan. Berkeley Voting District.

Ms. Fennell presented the case. The telecommunications facility is proposed in the northernmost section of the approximately 91.76-acre parcel currently zoned Rural (RU) District. The subject parcel is a vacant heavily wooded parcel with a large swamp at the southwest corner and a 200-foot Dominion Power easement running diagonally from the northwestern corner to the southeastern corner. The subject parcel is bordered to the north by single family residential properties in the Nyland Subdivision and Nyland Estates, with the closes residence being approximately 450-feet from the tower. The Nyland Subdivision and Nyland Estates residential lots that are adjacent to the subject parcel are zoned RU and range in size from 1 to 5 acres. To the west the subject parcel is bordered by a large single family detached residential lot and to the east and to the south by large heavily wooded vacant parcels, all zoned RU.

As proposed the 195-foot monopole communication tower will be topped by a 4-foot lightning rod, for a total of 199 feet in height. The Generalized Development Plan (GDP) depicts that the tower will be located within a 2,500 square foot compound that will be constructed approximately 180 feet from the ultimate right of way of Guinea Station Road. A 7-foot tall chain link fence topped with 12 inches of barbed wire as an anti-climbing device is shown surrounding the proposed compound. The site will be accessed through a proposed 12-foot wide private access road from Guinea Station Road (Route 607). The GDP also depicts approximately 0.16 acres (6,970 square feet) to be dedicated for future right of way. The proposed tower is located approximately 356 feet from the eastern property line, approximately 5,703 feet from southern property line, approximately 419 feet from the western property line and approximately 211 feet from the proposed property line (upon dedication of the future right of way) along Guinea Station Road. Based on the images from the balloon test, the top portion of the tower will be visible approximately 1,198 feet east, approximately 1,171 feet northwest, and approximately 3,607 feet south of the site. Guinea Station Road is part of a designated Civil War Trail and is recognized as a Scenic Byway. In an attempt to provide screening at the ground level, protecting the view shed; the applicant shows a 30-foot

street buffer, consisting of existing vegetation, along Guinea Station Road which exceeds the required 15-foot street buffer. In addition to the street buffer which is along the property's frontage, the GDP also depicts a 100-foot vegetation preservation buffer surrounding the proposed lease area and compound which will remain undisturbed and will be allowed to naturally reforest with the exception of the 20-foot wide access road that is also identified on the GDP.

The applicant's GDP depicts the proposed antennas for Verizon located at a height of 192-feet above ground level (AGL) and allows for at least four future co-locations at 180-feet, 170-feet, 160-feet, and 150-feet AGL respectively. The height of the monopole was determined by the applicant to be the lowest possible height that will eliminate current network deficiencies and provide state of the art capacity for its voice and data services. Prior to determining that a new facility was necessary to satisfy its service objective, the applicant considered co-location on a Dominion Virginia Power structure. Verizon determined the facility was not structurally capable of supporting the antenna or equipment and the facility would not enable Verizon to satisfy its service objectives.

Ms. Fennell discussed the following findings:

In Favor:

- The proposal is consistent with the Comprehensive Plan with respect to encouraging the provision of fiber optic cable and other technological infrastructure throughout the Primary Development Boundary, and to the extent feasible, the County as a whole.
- The proposal satisfies all of the Special Use standards of review as established in Sec.23-4.5.7 of the County's Zoning Ordinance.
- The proposal will enhance telecommunication coverage and products available for citizens and tourists.
- The proposal will encourage the retention and expansion of existing rural business operations.
- Proposed right-of-way dedication is favorable for future road improvements.
- Vegetative screening is expected to reduce the immediate visibility of the tower site from ground level when factoring in the 30' vegetative buffer along Guinea Station Road and tree preservation and reforestation in prior cleared areas within the lease area and outside of the actual tower compound. This is a favorable mitigation considering Guinea Station Road as a Civil War Trail, Scenic Byway, and within the Rural Residential land use area.

Against:

- Height of tower will inevitably exceed the height of the natural tree canopy and is expected to be visible from some vantage points generally in close proximity to the site as exhibited by the project renderings resulting from prior balloon flights.

The Planning Commission must review the proposal in accordance with the Code of Virginia, Sec. 15.2-2232 to determine whether the facility's location, character, and extent are substantially in accord with the Comprehensive Plan. Based on staff's analysis, the proposal is substantially in accord with the Comprehensive Plan and staff recommends approval of the request.

Should the Commission find the proposal in substantial accord with the Comprehensive plan and recommend approval, staff recommends the following conditions:

1. The telecommunications tower and compound shall be developed in conformance with the Generalized Development Plan titled “Verizon, Site Name: Claiborne, 3800 Guinea Station Road Fredericksburg, VA 22408, Spotsylvania County” dated April 11, 2019 and last revised, May 10, 2021.
2. The final site design and operation of the facility must be in compliance with all other standards outlined in Sec. 23-7A.4.1 of the Code, except that Sec. 23-7A.4.1.12 is modified to not require the applicant to post a performance bond and Sec. 23-7A.4.1.10 is inapplicable.
3. If the operation of this site causes any interference to surrounding broadcast television receivers, amateur radio operations, or County radio system operations, the owner, applicant or its successors-in-interest shall investigate the complaint, work with the Spotsylvania County Cable TV and Telecommunications Commission to determine remediation, and correct the problem, if it is found to be the fault of one of the tower vendors, within thirty (30) days of receipt of written notice of the interference complaint to the County.
4. The variable width right of way along Guinea Station Road (Route 607), as identified on the GDP, will be dedicated to the County as part of the site plan review and approval process for the telecommunications facility, in accordance with the applicable County requirements and procedures.
5. The 100-foot vegetation preservation buffer as depicted on sheet Z-2 of the GDP will remain undisturbed and will be allowed to naturally reforest with the exception of the 20-foot wide access road as identified on the GDP.

Ms. Maddox opened the public hearing.

Ms. Maddox stated that the balloon test shows a lot and appreciate the pictures.

Applicant, Lisa Murphy: She discussed the proposal and the dense tree cover on the property. The tower will take up only 1% of the entire property. The tower will be 195 feet with a 4 ft. lightning rod and will be unlit.

Mr. Childress noted that the property is owned by a timber company. He inquired whether they plan to timber in the near future.

Ms. Murphy stated that the property has already been timbered and they will be reforesting around the tower.

Speaking if favor or opposition:

Ms. Mann stated that she received one letter in reference to this case.

Mr. & Mrs. Baigis: The letter expressed that they wish to be in partnership with Cellco to extend fiber optic connectivity to their planned homesite. They expressed that all residents impacted by the tower should gain access to high speed land line internet.

Applicant, Lisa Murphy stated that verizon wireless and the land lines are not conncted and they are located 356 feet from the proposed tower. This is not something they could provide to the Baigis family.

Ms. Maddox closed the public hearing.

Ms. Maddox stated that she receives calls all of the time of citizen's hoping for high speed internet.

Motion and vote: Ms. Maddox made a motion, seconded by Ms. Carter to find the request substantailly in accord with the comprehensive plan. The motion passed 6-0.

Motion and vote: Ms. Maddox made a motion, seconded by Ms. Carter to recommend approval of the proposal with the conditions listed below:

1. The telecommunications tower and compound shall be developed in conformance with the Generalized Development Plan titled "Verizon, Site Name: Claiborne, 3800 Guinea Station Road Fredericksburg, VA 22408, Spotsylvania County" dated April 11, 2019 and last revised, May 10, 2021.
2. The final site design and operation of the facility must be in compliance with all other standards outlined in Sec. 23-7A.4.1 of the Code, except that Sec. 23-7A.4.1.12 is modified to not require the applicant to post a performance bond and Sec. 23-7A.4.1.10 is inapplicable.
3. If the operation of this site causes any interference to surrounding broadcast television receivers, amateur radio operations, or County radio system operations, the owner, applicant or its successors-in-interest shall investigate the complaint, work with the Spotsylvania County Cable TV and Telecommunications Commission to determine remediation, and correct the problem, if it is found to be the fault of one of the tower vendors, within thirty (30) days of receipt of written notice of the interference complaint to the County.
4. The variable width right of way along Guinea Station Road (Route 607), as identified on the GDP, will be dedicated to the County as part of the site plan review and approval process for the telecommunications facility, in accordance with the applicable County requirements and procedures.

5. The 100-foot vegetation preservation buffer as depicted on sheet Z-2 of the GDP will remain undisturbed and will be allowed to naturally reforest with the exception of the 20-foot wide access road as identified on the GDP.

The motion passed 6-0.

Amendment:

CA21-0003: Spotsylvania County Planning Commission, Ordinance No. 21-181: Proposed amendments to the Code of the County of Spotsylvania (“Code”), Chapter 23- Zoning, Article 5, Division 9- Off-Street Parking, and Chapter 23-Zoning, Article 6, Mixed Use (MU) District, as follows:

Chapter 23, Article 5: Division 9- Off-Street Parking

Sec. 23-5.9.3- Minimum Required Parking Spaces. Amendments are specific to residential parking standards. For multi-family dwelling units, remove minimum parking standard of 1.6 spaces per unit, replacing it with a per unit, bedroom-count-based, minimum standard as follows: 0-1 bedroom, 1 per unit and 1 visitor space in common area per 5 units; 2 bedrooms, 1.5 per unit and 1 visitor space in common area per 5 units; 3+ bedrooms, 2.0 per unit and 1 visitor space in common area per 5 units. For single family attached dwelling units, amend the current minimum parking standard of 2 spaces per unit, to require 2 onsite spaces per unit, and 1 visitor space in common area per 3 units. Garage or carport spaces cannot be counted toward minimum onsite parking. Amendments result in increased assurance of onsite spaces and provision for additional visitor spaces. For single family detached dwelling units, amend the current minimum parking standard of 2 spaces per unit, to require a minimum of 2 parking spaces per unit, specifying they both be onsite. Garage or carport spaces cannot be counted toward minimum onsite parking.

Chapter 23, Article 6: Division 28- Mixed Use (MU) District

Sec. 23-6.28.6- Parking. Amendments are specific to residential parking standards. For multi-family dwelling units, as a clean-up item to consolidate parking standards into two cells within the minimum parking spaces table. A substantive amendment specific to provision of minimum parking for dwelling, multi-family, units of 0-1 bedrooms removes standard of .75 per unit +1 visitor per 5 units to 1 per unit and 1 visitor per 5 units in common area. Minimum parking standards for 2 bedroom and 3+ bedroom units remain unchanged but specify parking spaces are to be located in common area. For single family attached dwelling units, a new parking standard has been introduced to address the land use and matches standard established in the General Development Standards applicable to other Zoning Districts. As a new standard within the Mixed Use Zoning District, single family attached dwelling units now requires a minimum 2 onsite spaces per unit, and 1 visitor space per 3 units in common area. Garage or carport spaces cannot be counted toward minimum onsite parking. For single family detached dwelling units, the new standard removes reference to “and two family”, and clarifies the minimum parking standard to require a minimum 2 onsite spaces per unit, replacing 2 per unit. Garage or carport spaces cannot be counted toward minimum onsite parking.

Sec. 23-6.28.7- Streets and Blocks. Specific to subsection (a), the text amendment is meant to clarify language to apply to “both new and existing streets” as opposed to “both new streets and existing streetscapes”. Specific to subsection (c) the existing Mixed Use Street Types and Lane Dimensions Table would be removed and replaced to require road configurations better suited to accommodate large vehicles including delivery trucks, moving trucks, and fire, rescue, emergency management equipment. The revised table has been reorganized and font size increased for easier interpretation. Revisions to the aforementioned table include: No parking streets and new alley standard clarify that no parking streets and no parking alleys include no parking signs. Alley standards with no parking require an 18’ travelway; provision for no parking streets with one-way movement include one 18’ lane or two 10’ lanes, replacing standard of one 10’ or two 8’ lanes; two-way movement no parking streets include two 10’ lanes, replacing two 9’ lanes. Yield parking streets are removed. Parking one side parallel street standard specifies need for no parking signs on opposite side of street where parking not intended. Amendments to street standards for parking one side streets include: a single 18’ travel lane for one-way movement with 8’ parallel parking space, replacing one 9’ lane with 7’ parallel parking space. For two lane divided two-way movement to require 16’ travel lanes with 8’ wide parallel parking spaces, replacing 11’ travel lane with 7’ width parallel parking spaces. For streets with parallel parking on both sides and one-way movement, travelway of 18’ with 8’ wide parallel parking spaces on either side of street proposed to replace travelway of 9’ with two 7’ wide parallel parking spaces on either side of street. For streets with diagonal parking in all instances the diagonal space standard would be increased to 20’, replacing 16.5’ to accommodate larger vehicles and reduce travelway intrusion. Parking access standards for connector roads between parking lots remove 10’ wide single lane two-way traffic standard with a one way 12’ lane standard. Two-way movement is accommodated with an existing 24’ wide standard to remain. All other Mixed Use Streets standards remain within the reorganized table format.

Mr. Pastwik presented the case. Planning staff, working with County Fire, Rescue, and Emergency Management (FREM), Transportation and Zoning have drafted proposed changes to the County Zoning ordinance meant to address parking capacity and travel way width concerns raised by FREM recently. These amendments are expected to create easier to navigate neighborhoods for emergency services, citizens, visitors, delivery and moving trucks, and reduce frequency of parking along roads with dimensions that are not conducive or intended for on street parking. County FREM has raised concerns about some of the County Mixed-Use(MU) road standards providing insufficient passable travel ways for emergency vehicles such as ladder trucks compounded by instances of insufficient availability of visitor parking resulting in parking along roads where vehicles ought not be parked. Mr. Phil Sullivan, FREM Division Chief was in attendance and available to provide “on the ground” insight. The proposed amendments are intended to address this two-fold issue. Parking revisions are expected to result in additional parking availability in single family attached communities where provision of adequate parking for visitors has proven to be problematic in some newer developments, particularly those developments zoned Mixed-Use(MU). Off-street parking standards have also been updated for

single family detached and multi-family. Though off-street parking standards for single family attached communities differ by locality, the proposed changes are not vastly different than other localities in Virginia. New Kent County employs a similar standard as proposed. The draft would increase the number of minimum parking spaces for single family attached/townhome communities from 2 spaces per unit, however only 1 such space must have convenient access to the dwelling unit, to 2 onsite spaces per unit, and 1 visitor space per 3 units in common area. Resulting from Planning Commission direction received at the April 21, 2021 Public Hearing Initiation, the draft specifies that garage or carport parking would not be counted toward the minimum parking standard. This change would appear as part of the Mixed Use (MU) parking standard as well as the General Development Standards for all other zoning districts that include single family attached. As part of the draft amendment, staff also proposes creating an equal standard for off-street parking for multi-family developments. At present the County has two separate standards. The first is located in Zoning Chapter 23, Article 5: Division 9- Off-Street Parking with application to all zoning districts where multi-family uses are permitted, except for the Mixed Use(MU) district where a separate standard exists. For Mixed Use(MU), multi-family parking standards are located in Chapter 23, Article 6: Division 28- Mixed Use (MU) District. Under the draft proposal, the multi-family parking standard presently adopted in the Mixed Use (MU) ordinance would also apply under General Development Standards applicable to all other Zoning Districts with multi-family uses. Staff asserts the Mixed Use(MU) standard is more favorable as it is bedroom count based as opposed to a single standard applied to any and all bedroom count projects. Specific details of the proposed amendments are outlined below: DRAFT Ordinance 23-181: Chapter 23, Article 5: Division 9- Off-Street Parking Sec. 23-5.9.3- Minimum Required Parking Spaces. Amendments are specific to residential parking standards. For dwelling, multi-family, remove minimum parking standard of 1.6 spaces per unit, replacing it with a per unit, bedroom-count-based, minimum standard as follows: 0-1 bedroom, 1 per unit and 1 visitor space in common area per 5 units; 2 bedrooms, 1.5 per unit and 1 visitor space in common area per 5 units; 3+ bedrooms, 2.0 per unit and 1 visitor space in common area per 5 units. For dwelling, single family attached, amend the current minimum parking standard of 2 spaces per unit, to require 2 onsite spaces per unit, and 1 visitor space per 3 units in common area, resulting in increased assurance of onsite spaces and provision for additional visitor spaces. For dwelling, single family detached, amend the current minimum parking standard of 2 spaces per unit, to require a minimum of 2 parking spaces per unit, specifying they both be onsite. For both single family detached and attached units, garage and carport spaces cannot be counted toward minimum onsite parking. DRAFT Ordinance 23-181: Chapter 23, Article 6: Division 28- Mixed Use(MU) District. Sec. 23-6.28.6- Parking. Amendments are specific to residential parking standards. For dwelling, multi family, as a clean-up item to consolidate parking standards into two cells within the minimum parking spaces table. A substantive amendment specific to provision of minimum parking for dwelling, multi-family, units of 0-1 bedrooms removes standard of .75 per unit +1 visitor per 5 units to 1 per unit and 1 visitor per 5 units in common area. Minimum parking

standards for 2 bedroom and 3+ bedroom units remain unchanged but specify parking spaces are to be located in common area. For dwelling, single family attached, a new parking standard has been introduced to address the land use and matches a standard established in the General Development Standards applicable to other Zoning Districts. As a new standard within the Mixed Use(MU) Zoning District, dwelling, single family attached now requires a minimum 2 onsite spaces per unit, and 1 visitor space in common area per 3 units. For dwelling, single family detached, the new standard removes reference to “and two family”, and clarifies the minimum parking standard to require a minimum 2 onsite spaces per unit, replacing 2 per unit. For both single family detached and attached units, garage and carport spaces cannot be counted toward minimum onsite parking. Sec. 23-6.28.7- Streets and Blocks. Specific to subsection (a), the text amendment is meant to clarify language to apply to “both new and existing streets” as opposed to “both new streets and existing streetscapes”. Specific to subsection (c) the existing Mixed Use(MU) Street Types and Lane Dimensions Table would be removed and replaced to require road configurations better suited to accommodate large vehicles including delivery trucks, moving trucks, and fire, rescue, emergency management equipment. The revised table has been reorganized and font size increased for easier interpretation. Revisions to the aforementioned table include: No parking streets and new alley standard clarify that no parking streets and no parking alleys include no parking signs. Alley standards with no parking require an 18’ travel way; provision for no parking streets with one-way movement include one 18’ lane or two 10’ lanes, replacing standard of one 10’ or two 8’ lanes; two-way movement no parking streets include two 10’ lanes, replacing two 9’ lanes. Yield parking streets are removed. Parking one side parallel street standard specifies need for no parking signs on opposite side of street where parking not intended. Amendments to street standards for parking one side streets include: a single 18’ travel lane for one-way movement with 8’ parallel parking space, replacing one 9’ lane with 7’ parallel parking space. For two lane divided two-way movement to require 16’ travel lanes with 8’ wide parallel parking spaces, replacing 11’ travel lane with 7’ width parallel parking spaces. For streets with parallel parking on both sides and one-way movement, travel way of 18’ with 8’ wide parallel parking spaces on either side of street proposed to replace travel way of 9’ with two 7’ wide parallel parking spaces on either side of street. For streets with diagonal parking in all instances the diagonal space standard would be increased to 20’, replacing 16.5’ to accommodate larger vehicles and reduce travel way intrusion. Parking access standards for connector roads between parking lots remove 10’ wide single lane two-way traffic standard with a one way 12’ lane standard. Two-way movement is accommodated with an existing 24’ wide standard to remain. All other Mixed Use(MU) Streets standards remain within the reorganized table format.

Staff recommends the Planning Commission approve CA21-0003, Ordinance No. 23-181- Mixed Use Streets and Residential Parking Standards.

Mr. Thompson inquired whether FREM was in agreement with the proposed.

Mr. Pastwik stated yes and Mr. Sullivan agreed.

Mr. Childress inquired if anything could be done regarding existing conditions of developments.

Mr. Sullivan stated that some developments have taken matters into their own hands to make the situation better. He stated that FREM fully endorses what Planning is doing here. He stated that they would be working with the existing developments as they see the issues in the field.

Ms. Carter inquired if the developments are willing to work with staff.

Mr. Sullivan stated yes, so far all have been positive encounters.

Mr. Childress thanked staff for a great job.

Motion and vote: Mr. Thompson made a motion, seconded by Mr. Bell to recommend approval of the amendment of the code. The motion passed 6-0.

Public Comment:

New Business:

Mr. Bullock apologized for missing the worksession portion of the meeting.

Adjournment

Motion and vote: On a motion by Mr. Thompson, seconded by Mr. Childress, the Commission voted to adjourn. The motion passed 6-0.

The meeting adjourned at 9:00 p.m.

(To: Display Advertising (Classified Section))

Please run the following ad on **Tuesday, July 13, 2021 and Tuesday, July 20, 2021** in the **Free Lance-Star**. with the usual format: bold border; Spotsylvania County seal; 2 columns wide; underline as shown; larger, darker print for underlined portions. (Ref. P O # 9518)

PUBLIC NOTICE

The Spotsylvania County Board of Supervisors will hold a public hearing at 6:00 p.m. on Tuesday, July 27 2021 in the Holbert Building located at 9104 Courthouse Road, Spotsylvania, Va. 22553, to consider the following:

Special Use Permit(s):

SUP21-0002 - Gilman Land and Timber LLC (Cellco Partnership): Requests a special use permit for a 195-foot monopole communication tower with a 4-foot lightning rod, for a total of 199 feet in height, on an approximately 91.76-acre parcel zoned Rural (RU) District. The property is located on the south side of Guinea Station Road (Route 607) approximately 706 feet east of Flippo Drive (Route 634) and approximately 1,500 feet west of the Caroline County line. The property is addressed as 3800 Guinea Station Road and identified as Tax Parcel 64-A-3. The property is designated as Rural Residential on the Future Land Use Map of the Comprehensive Plan. Berkeley Voting District.

Rezoning(s):

R20-0008 Linda C. Curtis and Leigh Ann Curtis-Chapman (Rappahannock Development Group, LLC): Requests a rezoning of three (3) parcels consisting of approximately 48.42 acres from Residential 1 (R-1) to Planned Development Housing 3 (PDH-3) with proffers for the development of 101 single family detached dwelling units. The properties are located on the south side of Piedmont Drive (Route 673) approximately 0.4 miles from its intersection with Harrison Road (Route 620). The properties are addressed as 11501 Piedmont Drive, 11513 Piedmont Drive, and 6020 Harrison Road. The properties are located within the Primary Development Boundary. The properties are designated for Low Density Residential on the Future Land Use Map of the Comprehensive Plan. Tax parcels 22 (A) 103, 22 (11) 4B, 22 (11) 5. Salem Voting District.

Amendment(s):

CA21-0002: Spotsylvania County Board of Supervisors, Ordinance No. 14-18: Proposed amendments to the Code of the County of Spotsylvania, Chapter 14 Article 1- Offenses and Miscellaneous, Section 10 – Camping and Use or Storage of Camping Equipment.

Amendments include the restructuring of the provision to create a definitions section in 10-14.1 and create a new section 10-14.2 that was the former 10-14.1, and amended as follows:

Chapter 14, Article 1-Section 10- Camping and Use or Storage of Camping Equipment

Section 10-14.1 of the proposed amendment includes the addition of the following defined terms:

Camper means a person or persons camping or utilizing a camping device or camp site for the purposes of camping or temporary occupancy.

Camping or Camping Event means to temporarily occupy a camping device or camp site, with or without a camping device.

Camping Device means any natural or man-made tent, tarp, lean-to, camping trailer, recreational vehicle, or similar device or structure, established or maintained and operated for purposes of temporary occupancy.

Camping devices must be in operable condition, inspected and registered by the Virginia Department of Motor Vehicles, if required.

Camping Device Storage means the placement of any camping device in a visible location when it is not actively in use. A stored camping device cannot be occupied or connected to a septic system. Any device that does not meet both those criteria will be considered occupied and treated accordingly.

Camp Site means any plot of ground used for purposes of temporary occupancy, with or without a camping device, or intended for exclusive occupancy by a camping device(s).

Section 14-10.2 – amends the provisions related to camping within the County to allow property owners, or person(s) authorized by the property owner, to camp on the property owner’s property provided that adequate sewage disposal is provided and any camping event which exceeds fourteen (14) days must obtain a temporary pump and haul permit from the Virginia Department of Health in accordance with the Code of Virginia 12VAC5-610-599.2. All camping events must be in compliance with all applicable state requirements. Sewage disposal into the public sewer system is prohibited. Temporary occupancy of a camping device must be in compliance with all applicable state requirements. Permanent occupancy of a camping device is not permitted. Property owners may store camping devices on their own property provided that any camping device regulated by the Virginia Department of Motor Vehicles is in operable condition, inspected, registered and owned by the property owner where the camping device is stored. Camping is an allowable use in all zoning districts within Spotsylvania County.

CA21-0003: Spotsylvania County Planning Commission, Ordinance No. 21-181: Proposed amendments to the Code of the County of Spotsylvania (“Code”), Chapter 23- Zoning, Article 5, Division 9- Off-Street Parking, and Chapter 23-Zoning, Article 6, Mixed Use (MU) District, as follows:

Chapter 23, Article 5: Division 9- Off-Street Parking

Sec. 23-5.9.3- Minimum Required Parking Spaces. Amendments are specific to residential parking standards. For multi-family dwelling units, remove minimum parking standard of 1.6 spaces per unit, replacing it with a per unit, bedroom-count-based, minimum standard as follows: 0-1 bedroom, 1 per unit and 1 visitor space in common area per 5 units; 2 bedrooms, 1.5 per unit and 1 visitor space in common area per 5 units; 3+ bedrooms, 2.0 per unit and 1 visitor space in common area per 5 units. For single family attached dwelling units, amend the current minimum parking standard of 2 spaces per unit, to require 2 onsite spaces per unit, and 1 visitor space in common area per 3 units. Garage or carport spaces cannot be counted toward minimum onsite parking. Amendments result in increased assurance of onsite spaces and provision for additional visitor spaces. For single family detached dwelling units, amend the current minimum parking standard of 2 spaces per unit, to require a minimum of 2 parking spaces per unit, specifying they both be onsite. Garage or carport spaces cannot be counted toward minimum onsite parking.

Chapter 23, Article 6: Division 28- Mixed Use (MU) District

Sec. 23-6.28.6- Parking. Amendments are specific to residential parking standards. For multi-family dwelling units, as a clean-up item to consolidate parking standards into two cells within the minimum parking spaces table. A substantive amendment specific to provision of minimum parking for dwelling, multi-family, units of 0-1 bedrooms removes standard of .75 per unit +1 visitor per 5 units to 1 per unit and 1 visitor per 5 units in common area. Minimum parking standards for 2 bedroom and 3+ bedroom units remain unchanged but specify parking spaces are to be located in common area. For single family attached dwelling units, a new parking standard has been introduced to address the land use and matches standard established in the General Development Standards applicable to other Zoning Districts. As a new standard within the Mixed Use Zoning District, single family attached dwelling units now requires a minimum 2

onsite spaces per unit, and 1 visitor space per 3 units in common area. Garage or carport spaces cannot be counted toward minimum onsite parking. For single family detached dwelling units, the new standard removes reference to “and two family”, and clarifies the minimum parking standard to require a minimum 2 onsite spaces per unit, replacing 2 per unit. Garage or carport spaces cannot be counted toward minimum onsite parking.

Sec. 23-6.28.7- Streets and Blocks. Specific to subsection (a), the text amendment is meant to clarify language to apply to “both new and existing streets” as opposed to “both new streets and existing streetscapes”. Specific to subsection (c) the existing Mixed Use Street Types and Lane Dimensions Table would be removed and replaced to require road configurations better suited to accommodate large vehicles including delivery trucks, moving trucks, and fire, rescue, emergency management equipment. The revised table has been reorganized and font size increased for easier interpretation. Revisions to the aforementioned table include: No parking streets and new alley standard clarify that no parking streets and no parking alleys include no parking signs. Alley standards with no parking require an 18’ travelway; provision for no parking streets with one-way movement include one 18’ lane or two 10’ lanes, replacing standard of one 10’ or two 8’ lanes; two-way movement no parking streets include two 10’ lanes, replacing two 9’ lanes. Yield parking streets are removed. Parking one side parallel street standard specifies need for no parking signs on opposite side of street where parking not intended. Amendments to street standards for parking one side streets include: a single 18’ travel lane for one-way movement with 8’ parallel parking space, replacing one 9’ lane with 7’ parallel parking space. For two lane divided two-way movement to require 16’ travel lanes with 8’ wide parallel parking spaces, replacing 11’ travel lane with 7’ width parallel parking spaces. For streets with parallel parking on both sides and one-way movement, travelway of 18’ with 8’ wide parallel parking spaces on either side of street proposed to replace travelway of 9’ with two 7’ wide parallel parking spaces on either side of street. For streets with diagonal parking in all instances the diagonal space standard would be increased to 20’, replacing 16.5’ to accommodate larger vehicles and reduce travelway intrusion. Parking access standards for connector roads between parking lots remove 10’ wide single lane two-way traffic standard with a one way 12’ lane standard. Two-way movement is accommodated with an existing 24’ wide standard to remain. All other Mixed Use Streets standards remain within the reorganized table format.

Persons interested may appear and present their views at the public hearing described above or submit written comments in accordance with the Revised Public Hearing Procedures During the Coronavirus Emergency. Any public hearing cases, including any ordinances as applicable, are on file and available in the Planning Department, located at 9019 Old Battlefield Blvd, 3rd Floor, Spotsylvania, Virginia, 22553; (540) 507-7434, and may be inspected between 8:00 a.m. and 4:30 p.m., Monday through Friday. The Board of Supervisors encourages the participation of all interested County citizens. For those with special needs, please notify the Office of the County Administrator of any accommodations you may require at least five days before the meeting you wish to attend.

Additionally, those desiring to submit written comments to be read publicly to the Board may do so immediately by going to the following website www.spotsylvania.va.us/comments, or by placing written comments in the Treasurer’s Office drop box outside the Holbert Building at 9104 Courthouse Road, Spotsylvania, VA 22553. Comments submitted via the Treasurer’s Office drop box should be in a sealed envelope which is clearly marked with **the case number**. Written comments not received by County staff by 12:00 P.M. on the day of a meeting are not required to be presented to the Board, so please plan accordingly.

Additionally, comments may be mailed to the attention of Aimee Mann at PO Box 99, Spotsylvania, VA 22553. Mailed comments must be received by close of business on the Monday prior to the Board meeting

date in order for them to be read into the public record at the hearing.

Submissions of written comments must include the citizen's name and voting district. Please construct your written comments in such manner that they are limited to three (3) minutes when read at a typical oral reading pace. For comments provided in representation of a group, the time limit is five (5) minutes.

BY ORDER OF THE SPOTSYLVANIA COUNTY BOARD OF SUPERVISORS

ED PETROVITCH, COUNTY ADMINISTRATOR

DRAFT

At a meeting of the Spotsylvania County Board of Supervisors held on July 27, 2021, on a motion by____, seconded by _____ resolution: and passed____, the Board adopted the following

RESOLUTION NO. 2021-_____

**Approve with Conditions
Special Use Permit SUP21-0002
Claiborne Cell Tower**

WHEREAS, Gilman Land and Timber LLC (Cellco Partnership) requests a special use permit for a 195-foot monopole communication tower with a 4-foot lightning rod, for a total of 199 feet in height, on an approximately 91.76-acre parcel zoned Rural (RU) District. The property is located on the south side of Guinea Station Road (Route 607) approximately 706 feet east of Flippo Drive (Route 634) and approximately 1,500 feet west of the Caroline County line. The property is addressed as 3800 Guinea Station Road and identified as Tax Parcel 64-A-3. The property is designated as Rural Residential on the Future Land Use Map of the Comprehensive Plan. Berkeley Voting District; and

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

WHEREAS, the Spotsylvania County Planning Commission held a public hearing on June 16, 2021 duly advertised in a local newspaper for a period of two weeks, and interested citizens were given an opportunity to be heard; and

WHEREAS, the Spotsylvania County Planning Commission recommended approval of the project with conditions with a vote of 6-0; and

WHEREAS, the Spotsylvania County Board of Supervisors held a public hearing on July 27, 2021, duly advertised in a local newspaper for a period of two weeks, and interested citizens were given an opportunity to be heard; and

WHEREAS, the Spotsylvania County Board of Supervisors considered the Special Use Permit request in accordance with Sec. 23-4.5.7, Standards of Review, and finds that the application with the recommended conditions satisfies the following standards:

1. That the proposed use is in accord with the comprehensive plan and other official plans adopted by the county;
2. That the proposed use or development of the land will be in harmony with the scale, bulk, coverage, density, and character of the area or neighborhood in which it is located;

3. That the proposed use will not hinder or discourage the appropriate development and use of adjacent land and buildings or impair the value thereof;
4. That the proposed use will not adversely affect the health or safety of persons residing or working in the neighborhood of the proposed use;
5. That the proposed use will not be detrimental to the public welfare or injurious to property or improvements within the neighborhood;
6. That the proposed use is appropriately located with respect to transportation facilities, water supply, wastewater treatment, fire and police protection, waste disposal, and similar facilities;
7. That the proposed use will not cause undue traffic congestion or create a traffic hazard; and
8. That the proposed use will have no unduly adverse impact on environmental or natural resources.

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

NOW, THEREFORE, BE IT RESOLVED that the Spotsylvania County Board of Supervisors does hereby approve SUP21-0002 with the conditions listed below:

1. The telecommunications tower and compound shall be developed in conformance with the Generalized Development Plan titled “Verizon, Site Name: Claiborne, 3800 Guinea Station Road Fredericksburg, VA 22408, Spotsylvania County” dated April 11, 2019 and last revised, May 10, 2021.
2. The final site design and operation of the facility must be in compliance with all other standards outlined in Sec. 23-7A.4.1 of the Code, except that Sec. 23-7A.4.1.12 is modified to not require the applicant to post a performance bond and Sec. 23-7A.4.1.10 is inapplicable.
3. If the operation of this site causes any interference to surrounding broadcast television receivers, amateur radio operations, or County radio system operations, the owner, applicant or its successors-in-interest shall investigate the complaint, work with the Spotsylvania County Cable TV and Telecommunications Commission to determine remediation, and correct the problem, if it is found to be the fault of one of the tower vendors, within thirty (30) days of receipt of written notice of the interference complaint to the County.
4. The variable width right of way along Guinea Station Road (Route 607), as identified on the GDP, will be dedicated to the County as part of the site plan review and approval process for the telecommunications facility.
5. The 100-foot vegetation preservation buffer as depicted on sheet Z-2 of the GDP will remain undisturbed and will be allowed to naturally reforest with the exception of the 20-foot wide access road as identified on the GDP.

BE IT FINALLY RESOLVED that 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 Special Use Permit 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 Special Use Permit.

(SEAL)

A COPY TESTE:

Aimee Mann

Deputy Clerk to the Board of Supervisors

AYES: _____ NOES: _____ ABSTAIN: _____

ADOPTED: _____ REJECTED: _____ STRICKEN: _____

DRAFT

At a meeting of the Spotsylvania County Board of Supervisors held on July 27, 2021, on a motion by _____, seconded by _____ and passed _____, the Board adopted the following resolution:

RESOLUTION NO. 2021-

**Deny
Special Use Permit SUP21-0002
Claiborne Cell Tower**

WHEREAS, Gilman Land and Timber LLC (Cellco Partnership) requests a special use permit for a 195-foot monopole communication tower with a 4-foot lightning rod, for a total of 199 feet in height, on an approximately 91.76-acre parcel zoned Rural (RU) District. The property is located on the south side of Guinea Station Road (Route 607) approximately 706 feet east of Flippo Drive (Route 634) and approximately 1,500 feet west of the Caroline County line. The property is addressed as 3800 Guinea Station Road and identified as Tax Parcel 64-A-3. The property is designated as Rural Residential on the Future Land Use Map of the Comprehensive Plan. Berkeley Voting District; and

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

WHEREAS, the Spotsylvania County Planning Commission held a public hearing on June 16, 2021, duly advertised in a local newspaper for a period of two weeks, and interested citizens were given an opportunity to be heard; and

WHEREAS, the Spotsylvania County Planning Commission recommended approval of the project with conditions with a vote of 6-0; and

WHEREAS, the Spotsylvania County Board of Supervisors held a public hearing on July 27, 2021, duly advertised in a local newspaper for a period of two weeks, and interested citizens were given an opportunity to be heard; and

WHEREAS, the Spotsylvania County Board of Supervisors considered the Special Use Permit request in accordance with Sec. 23-4.5.7, Standards of Review, and finds that the application does not sufficiently satisfy the following standards:

1. That the proposed use is in accord with the comprehensive plan and other official plans adopted by the county;
2. That the proposed use or development of the land will be in harmony with the scale, bulk, coverage, density, and character of the area or neighborhood in which it is located;
3. That the proposed use will not hinder or discourage the appropriate development and use of adjacent land and buildings or impair the value thereof;

4. That the proposed use will not adversely affect the health or safety of persons residing or working in the neighborhood of the proposed use;
5. That the proposed use will not be detrimental to the public welfare or injurious to property or improvements within the neighborhood;
6. That the proposed use is appropriately located with respect to transportation facilities, water supply, wastewater treatment, fire and police protection, waste disposal, and similar facilities;
7. That the proposed use will not cause undue traffic congestion or create a traffic hazard; and
8. That the proposed use will have no unduly adverse impact on environmental or natural resources.

WHEREAS, general welfare and good zoning practice are served by denial of the Special Use Permit application.

NOW, THEREFORE, BE IT RESOLVED that the Spotsylvania County Board of Supervisors does hereby deny SUP21-0002.

(SEAL)

A COPY TESTE:

Aimee Mann
Deputy Clerk to the Board of Supervisors

AYES: _____ NOES: _____ ABSTAIN: _____

ADOPTED: _____ REJECTED: _____ STRICKEN: _____