AGENDA

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

December 10, 2019
4:30 PM

Call to Order

Pledge of Allegiance, Invocation

Approval of Agenda Including Possible Agenda Additions

Award Presentations and Special Recognitions

1. Proclamation to Declare January as Human Trafficking Awareness Month

Presentation of Consent Agenda

1. Approval of the Minutes of the November 14, 2019 Board of Supervisors Meeting
2. Acceptance, Budget Adjustment, Appropriation, and Designation of Authorized Agents for the FY 2020 Edward Byrne Justice Assistance Grant Sub-Award, Drug Related Crime Reduction Overtime for the Sheriff's Office
3. Acceptance, Budget Adjustment, and Designation of Authorized Agents for the FY 2020 Edward Byrne Justice Assistance Grant Sub-Award, Naloxone for Law Enforcement Agencies
4. Acceptance of White Fox Circle and Bernard Court in Sawhill Sec. 4B into the Virginia Secondary Street System (Chancellor District)
5. Approval of Betterment Agreement Between Spotsylvania County and VDOT for Construction of County Facilities Within the Route 1 Commuter Lot Project (UPC 109474)
6. Approval to Convert from Part-Time to Full-Time Assessment's Appraiser II Position
7. Approval of Contract Modification #1 for Renewal to E-Merge Systems, Inc. for SCADA Services
8. Approval of Contract Modification #4 for Renewal to Commonwealth Irrigation & Landscape for Grounds Maintenance Services
9. Approval of a Participation Agreement with to AT&T for NG911 and ESInet Core Services, Associated Project Budget Adjustment & Appropriation
10. Approval of Contract Modification #1 for Renewal to Unassailable Solutions LLC for Audio Visual, Multi-Media Equipment, Components, Installation and Maintenance

11. Approval of Contract Modification #2 for Renewal to SCS Engineers to Provide Professional Engineering Services for Solid Waste Services.
12. Approval of Contract Modification #2 for Renewal to Draper Aden Associates to Provide Professional Engineering Services for Solid Waste Engineering Services
13. Approval of Contract Modification #3 for Renewal to Mid-Atlantic Business Communications, Inc. for Telephone System Equipment, Components, Installation and Maintenance
14. Approval to Convert Information Services' Office Assistant Position from Part-Time to Full-Time
15. Approval of Contract Modification #2 for Renewal to EMS Management & Consultants, Inc. for Third Party Medical Billing
16. Approval of Purchase Order to Atlantic Emergency Solutions for 2020 Pierce Rescue Apparatus
17. Approval of Purchase Order to Donovan Paving, LLC for Berkley Convenience Center Paving
18. Approval of Task Order #36-J to Sullivan Donahoe & Ingalls, P.C. for Lake Bottom Sewer and Water Line Booster Pump Design Amendment
19. Budget Adjustment and Appropriation for the Acceptance of the FY 2020 Virginia State Police Internet Crimes Against Children Task Force Sub-Award for the Sheriff's Office
20. Approval of Task Order #9 to Rummel, Klepper & Kahl (RK&K) for Tidewater Trail 12-inch Water Main
21. Approval of Task Order #10 to Rummel, Klepper & Kahl (RK&K) for Route 1 Water Main Extension.
22. Budget Adjustment and Appropriation for Decrease in the FY 2020 Litter Prevention and Recycling Program Grant
23. Carryover of EDO Fund Portion of Pierson Drive Sitework Construction
24. Grant Application Request and Designation of Authorized Agents for the FY2020 Virginia Department of Health Child Safety Seat Regionalization Program
25. Appointment of Kim Wyman to the Historic Preservation Commission (Courtland District)
26. Reappointment of Stan Huie to the Citizens Transportation Advisory Committee (Courtland District)
27. Reappointment of Richard Thompson to the Planning Commission (Courtland District)
28. Reappointment of Richard Thompson as a Primary Representative to the Citizen Budget Review Committee (Courtland District)
29. Reappointment of Richard Thompson to the Transportation Committee (Courtland District)
30. Reappointment of Darrin O'Shields to the Social Services Advisory Board (Courtland District)
31. Reappointment of Scott Phelps as an Alternate to the Citizen Budget Review Committee (Courtland District)
32. Recommended Reappointment of Larry Bramlette to the Board of Zoning Appeals (Courtland District)
33. Resolution Authorizing Use of Fuel Tax Revenue for FY 2020 Transportation Purposes
34. Potomac and Rappahannock Transportation Commission (PRTC) Board Appointments
35. VRE Operations Board Appointments
36. Addition to The County's Human Resources Policies and Procedures Manual Related to Employees Elected to the Board of Supervisors (Amendment 1)
37. Proposed Addition to the County's Human Resources Policies and Procedures Manual Related to the Application of Section 8.24 (C) Which Requires Employees Elected to the Board of Supervisors Resign or Be Terminated (Amendment 2)

38. Proposed Addition to the County's Human Resources Policies and Procedures Manual Prohibiting Employment of Members of the Board of Supervisors and Prohibiting the Employment of Former Members of the Board of Supervisors for One Year After Leaving Office (Amendment 3)
39. Proposed Addition to the County's Human Resources Policies and Procedures Manual Related to the Application of Section 5.23 (A) Which Prohibits Members of the Board of Supervisors from Being Employed by the County and Prohibiting the Employment of Former Members of the Board of Supervisors for One Year After Leaving Office (Amendment 4)
40. Addition to The County's Human Resources Policies and Procedures Manual Related to the Application of Proposed Sections 5.23 (A) and 8.24 (C) (Amendment 5)
41. Cooperative Agreements between Spotsylvania County and Constitutional Officers

Public Comment on Consent Agenda

Vote on Consent Agenda

Public Presentations

Board Reports

VDOT Report

1. VDOT Report

Presentations/Reports by Staff

1. Fredericksburg Regional Alliance Update
2. Initial Presentation of FY 2021 - FY 2025 CIP Concepts

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. R18-0008 Donna L. Curtis & Carlton D. Flippo (ATFD, LLC) Winding Creek (RO18-0008) (Salem District)
2. Budgeting of 2019 Water & Sewer Revenue & Refunding Bonds Sale Proceeds
3. Public Hearing to Repeal Obsolete Code: Transportation Safety Commission
4. Public Hearing for Amendment to Chapter 21 of the County Code – Definition of Dwelling
5. Public Hearing for Amendment to Chapter 21 of the County Code – Farm Animals, Machinery, Agricultural Products, etc.
6. Public Hearing Regarding Amendment to County Code Chapter 24, Business, Appendix B, Description of Boundaries of Tourism Zones
7. Public Hearing to Amend County Code Chapter 4, Animals and Fowl, Article I, Section 4-1, and Article II, Section 4-21

New Business

1. Public Comment on Resolution of Spotsylvania County Board of Supervisors to Declare Spotsylvania a Second Amendment Sanctuary (Public comment will not begin before 7:00 PM)
2. Vote on 2nd Amendment Sanctuary Resolution
3. Next Board of Supervisors Meeting is January 14, 2020 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:	December 10, 2019
Title:	Proclamation to Declare January as Human Trafficking Awareness Month

Agenda Title:	Proclamation to Declare January as Human Trafficking Awareness Month
Recommendation:	Approve.
Summary:	Dr. Trampe would like to declare January 2020 as Human Trafficking Awareness Month.
Financial Impact:	none
Staff Contacts:	Ed Petrovitch, County Administrator
Additional Background/Other Considerations:	none
Consequence of Denial/Inaction:	none

ATTACHMENTS:

File Name	Description	Type
Human_Trafficking_Awareness_Month_-_2020_Proclamation_(00000002).docx	Proclamation	Proclamation

PROCLAMATION

Human Trafficking Awareness Month
January 2020

WHEREAS, human trafficking is the fastest growing form of crime internationally, and;

WHEREAS, Spotsylvania sits in between two human trafficking hubs, Washington, D.C. and Richmond, Virginia, and;

WHEREAS, Virginia ranked 15th in the United States for most reported cases of human trafficking in 2018, and;

WHEREAS, the President of the United States has historically designated January as National Slavery and Human Trafficking Prevention Month;

NOW, THEREFORE, BE IT PROCLAIMED that the Spotsylvania County Board of Supervisors does hereby recognize the month of January 2020 as Human Trafficking Awareness Month in Spotsylvania, Virginia.

(SEAL) A COPY TESTE: _____
Aimee R. Mann
Deputy Clerk to the Board of Supervisors

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Approval of the Minutes of the November 14, 2019 Board of Supervisors Meeting
Type:	Action
Agenda Title:	Approval of the Minutes of the November 14, 2019 Board of Supervisors Meeting
Recommendation:	Approve the Minutes of the November 14, 2019 Board of Supervisors Meeting.
Summary:	The minutes are attached.
Staff Contacts:	Aimee R. Mann, Deputy Clerk

ATTACHMENTS:

File Name	Description	Type
Min_111419.doc	November 14, 2019	Minutes

PRESENT:	Greg Benton, Livingston District Kevin W. Marshall, Berkeley District Timothy J. McLaughlin, Chancellor District Gary F. Skinner, Lee Hill District Paul D. Trampe, Salem District Chris Yakabouski, Battlefield District
ABSENT:	David Ross, Courtland District
STAFF PRESENT:	Ed Petrovitch, County Administrator Mark L. Cole, Deputy County Administrator Karl Holsten, County Attorney Aimee R. Mann, Deputy Clerk

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Dr. Trampe called the meeting to order at 4:30 p.m. and led the Pledge of Allegiance followed by the invocation.

Dr. Trampe announced that he was previously contacted by Supervisor McLaughlin letting him know that Supervisor McLaughlin would not be able to physically attend the Board meeting today, due to previously scheduled work travel and requested to participate remotely in the meeting from a hotel in Independence, Missouri.

On a motion by Dr. Trampe and passed 5 to 0 with Mr. Ross absent and Mr. McLaughlin absent from the vote, the Board suspended its bylaws and authorized Mr. McLaughlin to participate in the meeting remotely.

VOTE:

Ayes:	5	Mr. Benton, Mr. Marshall, Mr. Skinner Dr. Trampe and Mr. Yakabouski
Nays:	0	
Absent:	2	Mr. McLaughlin and Mr. Ross
Abstain:	0	

On a motion by Dr. Trampe and passed 5 to 0 with Mr. Ross absent and Mr. McLaughlin absent from the vote, the Board suspended the portion of Section 2-5 (B) of the Board's Bylaws which required an electronic vote, to be replaced by roll call voting while Supervisor McLaughlin participated in the meeting.

VOTE:

Ayes:	5	Mr. Benton, Mr. Marshall, Mr. Skinner Dr. Trampe and Mr. Yakabouski
Nays:	0	
Absent:	2	Mr. McLaughlin and Mr. Ross
Abstain:	0	

APPROVAL OF AGENDA

On a motion by Mr. Marshall and passed 6 to 0 with Mr. Ross absent, the Board approved the agenda with the following changes:

- Approval of the SFY 2020 Local Government Agreement Between Spotsylvania County and State Health Department
- Move closed session after VDOT Report

AWARD PRESENTATIONS AND SPECIAL RECOGNITIONS

VACo Longevity Award for Chris Yakabouski

VACo recognized Chris Yakabouski for 10 years of dedicated service to county government.

PUBLIC COMMENT ON THE 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.

On a motion by Mr. Skinner and passed 6 to 0 with Mr. Ross absent, the Board approved the Consent Agenda as follows:

1. Approval of the Minutes of the October 29, 2019, Board of Supervisors Meeting;
2. Acceptance of Monroe Pass Road and Jackson Spur Court at The Allure at Jefferson into the Virginia Secondary Street System (Lee Hill District) as follows:

VOTE:

Ayes:	6	Mr. Benton, Mr. Marshall, Mr. McLaughlin, Mr. Skinner, Dr. Trampe and Mr. Yakabouski
Nays:	0	
Absent:	1	Mr. Ross
Abstain:	0	

RESOLUTION NO. 2019-125

A RESOLUTION REQUESTING MONROE PASS ROAD AND JACKSON SPUR COURT BE ADDED TO THE STATE SYSTEM OF SECONDARY ROADS

WHEREAS, Monroe Pass Road and Jackson Spur Court constructed as part of The Allure at Jefferson and as described on the attached Additions Form AM-4.3, fully incorporated herein by reference, are shown on plats recorded in the Clerk's Office of the Circuit Court of Spotsylvania County; and

WHEREAS, the Resident Engineer for the Virginia Department of Transportation has advised this Board of Supervisors the street(s) meet the requirements established by the Subdivision Street Requirements of the Virginia Department of Transportation; and

WHEREAS, Spotsylvania County and the Virginia Department of Transportation have entered into a comprehensive agreement on June 6, 1997, for stormwater detention in Spotsylvania County.

NOW, THEREFORE, BE IT RESOLVED, this Board requests the Virginia Department of Transportation to add the street(s) described on the attached Additions Form AM-4.3 to the secondary system of state highways, pursuant to Sec. 33.2-705, Code of Virginia, and the Department's Subdivision Street Requirements; and

BE IT FURTHER RESOLVED, this Board guarantees a clear and unrestricted right-of-way, as described, and any necessary easements for cuts, fills and drainage; and

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Resident Engineer for the Virginia Department of Transportation.

3. Acceptance and Appropriation for the Federal Fiscal Year (FFY) 2018 State Criminal Alien Assistance Program Grant Award as follows:

VOTE:

Ayes:	6	Mr. Benton, Mr. Marshall, Mr. McLaughlin, Mr. Skinner, Dr. Trampe and Mr. Yakabouski
Nays:	0	
Absent:	1	Mr. Ross
Abstain:	0	

RESOLUTION NO. 2019-126

Approving Grant Award Agreement, Designation of Authorized Agents in the Execution and Administration of the Grant Award and Acceptance and Appropriation of FY 2020 Funds

WHEREAS, Spotsylvania County has applied for and received approval for a federal grant from the Department of Justice in the amount of $9,581 to be passed through to the Rappahannock Regional Jail to be used for the salaries of correctional officers; and

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

WHEREAS, the County and Sheriff's Office 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 Department of Justice 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; Mary Sorrell, Finance Director; and Annette B. D'Alessandro, Grants Manager; and

BE IT FURTHER RESOLVED by the Spotsylvania County Board of Supervisors that the grant in the amount of $9,581 is accepted and that the General Fund budget is hereby amended to reflect the increase in funds associated with the grant award; and

BE IT FURTHER RESOLVED by the Spotsylvania County Board of Supervisors that the following appropriations be, and the same hereby are, made for the fiscal year beginning July 1, 2019, for expenditures in the amount of $9,581 to be utilized only for correctional officer salaries at the Rappahannock Regional Jail, to be expended only by order of the Board of Supervisors as follows:

GENERAL FUND: $ 9,581

4. Approval of Purchase Order Contract to CAS Severn, Inc. for Replacement Servers for Monitoring and Management of Internal Systems;
5. Approval of Task Order to Draper Aden Associates for Notice of Intent and Part A Application for Monitoring and Management of Internal Systems;
6. Approval of Three (3) Contracts to Provide Civil Engineering Services for Stormwater/Erosion;
7. Authorization for a Public Hearing to Amend County Code Chapter 4, Animals and Fowl, Article 1, Section 4-1, and Article II, Section 4-21;
8. Authorization for Public Hearing to Amend the Tourism Zone Ordinance;
9. Budget and Appropriation Adjustments to School Capital Projects Fund for Timing of Construction Payments as follows:

VOTE:

Ayes:	6	Mr. Benton, Mr. Marshall, Mr. McLaughlin, Mr. Skinner, Dr. Trampe and Mr. Yakabouski
Nays:	0	
Absent:	1	Mr. Ross
Abstain:	0	

RESOLUTION NO. 2019-127

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, 2018, from the funds and for the functions or purposes indicated.

For correction of timing between FY 2019 and FY 2020 of costs pertaining construction invoices, to be expended only by order of the Board of Supervisors as follows:

SCHOOL CAPITAL PROJECTS FUND: $20,345

VOTE:

Ayes:	6	Mr. Benton, Mr. Marshall, Mr. McLaughlin, Mr. Skinner, Dr. Trampe and Mr. Yakabouski
Nays:	0	
Absent:	1	Mr. Ross
Abstain:	0	

RESOLUTION NO. 2019-128

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, 2019, from the funds and for the functions or purposes indicated.

For correction of timing between FY 2019 and FY 2020 of costs pertaining to construction invoices, to be expended only by order of the Board of Supervisors as follows:

SCHOOL CAPITAL PROJECTS FUND: ($20,345)

10. Grant Application for the Federal Fiscal Year (FFY) 2019 State Homeland Security Grant Program Award for the Swift Water Rescue Team and Designation of Authorized Agents as follows:

VOTE:

Ayes:	6	Mr. Benton, Mr. Marshall, Mr. McLaughlin, Mr. Skinner, Dr. Trampe and Mr. Yakabouski
Nays:	0	
Absent:	1	Mr. Ross
Abstain:	0	

RESOLUTION NO. 2019-129

Approving Grant Application Submission and Designation of Authorized Organizational Representatives for the Federal Fiscal Year 2019 State Homeland Security Program Grant for the Department of Fire, Rescue, and Emergency Management's Swift Water Rescue Team

WHEREAS, the Virginia Department of Emergency Management (VDEM) administers the U.S. Department of Homeland Security's State Homeland Security Program (SHSP); and

WHEREAS, VDEM recently announced that a noncompetitive SHSP sub award of $76,000 would be awarded to the Department of Fire, Rescue, and Emergency Management (FREM) for the Swift Water Rescue Team; and

WHEREAS, in order to accept these funds an initial application must be submitted by early December; and

WHEREAS, subject to VDEM approval FREM proposes to utilize these federal funds for the purchase of a rescue boat, training, and other associated equipment and supplies for the Swift Water Rescue Team; and

WHEREAS, there is no local match requirement; and

WHEREAS, it is anticipated that there will be ongoing costs to the County for insurance, maintenance, and replacement of the equipment and supplies over time.

NOW, THEREFORE, BE IT RESOLVED by the Spotsylvania County Board of Supervisors that the Board of Supervisors approves the request to submit the grant application; and

BE IT FURTHER RESOLVED, 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, Chief Financial Officer, or
Jay Cullinan, Chief, or
Jason Irby, Deputy Fire Chief, or
Annette D'Alessandro, Grants Manager.

11. Approval of the SFY 2020 Local Government Agreement Between Spotsylvania County and State Health Department.

VOTE:

Ayes:	6	Mr. Benton, Mr. Marshall, Mr. McLaughlin, Mr. Skinner, Dr. Trampe and Mr. Yakabouski
Nays:	0	
Absent:	1	Mr. Ross
Abstain:	0	

PUBLIC PRESENTATIONS

None

BOARD OF SUPERVISORS REPORTS

Mr. Yakabouski expressed his desire to create a strategic plan road map to include attainable short, mid and long-term goals. He asked staff to add this to the next feasible Board agenda.

Dr. Trampe made a motion to cancel the November 26, 2019 Board of Supervisors meeting. The motion passed 6 to 0 with Mr. Ross absent.

VOTE:

Ayes:	6	Mr. Benton, Mr. Marshall, Mr. McLaughlin, Mr. Skinner, Dr. Trampe and Mr. Yakabouski
Nays:	0	
Absent:	1	Mr. Ross
Abstain:	0	

VDOT REPORT

Jonathon Rumbaugh from VDOT was present. He reviewed the November VDOT Report presented to the Board.

CLOSED MEETING

On a motion by Mr. Skinner and passed 6 to 0 with Mr. Ross absent, the Board adopted a resolution to adjourn into closed meeting as follows:

VOTE:

Ayes:	6	Mr. Benton, Mr. Marshall, Mr. McLaughlin, Mr. Skinner, Dr. Trampe and Mr. Yakabouski
Nays:	0	
Absent:	1	Mr. Ross
Abstain:	0	

RESOLUTION NO. 2019-130

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 any public body, specifically employees of the Department of Parks and Recreation, the Department of Economic Development and Tourism, the Building Department, the Department of Utilities, the Department of Planning, and the County Attorney's Office; and

WHEREAS, the Spotsylvania County Board of Supervisors desires to adjourn into Closed Meeting for discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body; specifically, discussion of real property in the Livingston District; and

WHEREAS, the Spotsylvania County Board of Supervisors desires to adjourn into Closed Meeting for discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community, specifically, government industry; and

WHEREAS, the Spotsylvania County Board of Supervisors desires to adjourn into a Closed Meeting for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, specifically, related to grants and appropriations, and matters related to the U.S. Constitution; and

WHEREAS, pursuant to Va. Code Ann. § 2.2-3711(A)(1), (3), (5), and (8), such discussions may occur in Closed Meeting.

NOW, THEREFORE, BE IT RESOLVED that the Spotsylvania County Board of Supervisors does hereby authorize discussion of the aforestated matters.

RETURN TO OPEN MEETING AND CERTIFICATION

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

VOTE:

Ayes:	6	Mr. Benton, Mr. Marshall, Mr. McLaughlin, Mr. Skinner, Dr. Trampe and Mr. Yakabouski
Nays:	0	
Absent:	1	Mr. Ross
Abstain:	0	

RESOLUTION NO. 2019-131

Return to Open Meeting

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

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

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

PUBLIC PRESENTATIONS

Michael O'Bier asked for an apology from the Board member who made accusations that he had been hostile towards sPower. He also spoke about the runoff problems he was having coming from the logging road, saying he recently had 14 inches of water in his back yard.

PRESENATIONS/REPORTS BY STAFF

Legislative Agenda for the 2020 General Assembly Session

Mr. Cole presented the proposed Legislative Agenda for the 2020 General Assembly session.

Marshall added #18 as follows: The Board of Supervisors of Spotsylvania County strongly supports the rights of its constituents to acquire, keep and bear arms to the full extent allowed under the 2nd amendment to the Constitution of the United States of America and therefore, demands that the GA not further restrict any individual's right to acquire, keep and bear arms as

it's an individual's constitutional right to protect their property and ensure their safety and the safety of their loved ones.

On a motion by Mr. Marshall and passed 6 to 0 with Mr. Ross absent, the Board approved the proposed Legislative Agenda with the addition of #18.

VOTE:

Ayes:	6	Mr. Benton, Mr. Marshall, Mr. McLaughlin, Mr. Skinner, Dr. Trampe and Mr. Yakabouski
Nays:	0	
Absent:	1	Mr. Ross
Abstain:	0	

Family Divisions

At the request of the Board, staff presented a report on family divisions and the 10-lot-cap, including the history behind the provisions and the impact on development that has occurred as a result, as well as options for code amendments that would expand opportunities for family divisions.

The Board asked Ms. Parrish to bring back a code amendment that removed the 10 lot cap for family divisions that required proof of family relationship and that increased the hold period to up to 10 years.

Permitted and Prohibited Signage

In 2019, the County has seen a proliferation of signage along County roadways, primarily Route 1, Route 3 and Route 208 resulting in an increased number of citizen complaints. Staff summarized the County Code requirements and policies related to signage, enforcement challenges and provided a comparison of how the neighboring jurisdictions were addressing the issue.

The Board asked staff to repeal the exceptions in the existing enforcement policy for signs in the right of way and asked staff to bring back suggested policy changes.

NEW BUSINESS

Mr. Skinner asked planning staff to visit Mr. O'Bier at his home to get pictures of the issues he has brought before the Board and report back.

ADJOURNMENT

On a motion by Mr. Benton and passed 6 to 0 with Mr. Ross absent, the Board adjourned its meeting at 8:42 p.m.

VOTE:

Ayes:	6	Mr. Benton, Mr. Marshall, Mr. McLaughlin, Mr. Skinner, Dr. Trampe and Mr. Yakabouski
Nays:	0	
Absent:	1	Mr. Ross
Abstain:	0	

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Aimee R. Mann
Deputy Clerk to the Board of Supervisors

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Acceptance, Budget Adjustment, Appropriation, and Designation of Authorized Agents for the FY 2020 Edward Byrne Justice Assistance Grant Sub-Award, Drug Related Crime Reduction Overtime for the Sheriff's Office
Type:	Action, Resolution
Agenda Title:	Acceptance, Budget Adjustment, Appropriation, and Designation of Authorized Agents for the FY 2020 Edward Byrne Justice Assistance Grant Sub-Award, Drug Related Crime Reduction Overtime for the Sheriff's Office
Recommendation:	The Sheriff, Finance Committee, and staff recommend that the Board of Supervisors accept the Edward Byrne Justice Assistance Grant (JAG), Drug Related Crime Reduction Overtime sub-award and adopt the associated budget adjustment, appropriation, and designation of authorized agents
Summary:	The Department of Criminal Justice Services (DCJS) has subawarded Spotsylvania County $150,000 in federal grants funds for the Edward Byrne Justice Assistance Grant for Gang and Drug Related Crime Reduction. If accepted, the Sheriff's Office will utilize these funds to pay for overtime and associated fringe benefits for sworn law enforcement personnel in order to identify, disrupt, dismantle, and prosecute members of illicit drug trafficking rings operating in Spotsylvania County. There is no local match requirement and no ongoing costs once the award has expired. If accepted, the period of performance will be from January 1, 2020 to June 30, 2021
Committee/Commission Summary:	Finance Committee
Review Date:	11/21/2019
Status:	Approved

Financial Impact:	See attached budget adjustment form
Staff Contacts:	Captain Liz Scott, Sheriff's Office Captain Charles Carey, Sheriff's Office Annette D'Alessandro, Finance
Legal Counsel:	Jessica DesNoyer, County Attorneys Office
Additional Background/Other Considerations:	The grant application was submitted to DCJS prior to the adoption of the recently approved Public Safety pay scale. At the time of application submission it was anticipated that the grant would allow for approximately 3,475 hours of overtime for the 18 month award period based on an average overtime rate of $43.16 with associated fringe benefits. Based on the new pay scale, the average overtime rate with associated fringe benefits will be $55. This will reduce the anticipated amount of overtime over the 18 month award period to 2,727 hours. In discussing this with DCJS, the County will first need to accept the award prior to submitting a budget adjustment and project scope change for DCJS' consideration. The attached budget adjustment is based on the assumption that DCJS will approve the budget adjustment and change in project scope.
Consequence of Denial/Inaction:	Failure to accept and appropriate these funds will mean that the Sheriff's Office will not be able to utilize $150,000 in federal funds in their efforts to identify, disrupt, dismantle, and prosecute members of illicit drug trafficking rings

ATTACHMENTS:

File Name	Description	Type
SH20CI_-_Budget_Adjustment.docx	Budget Adjustment	Agreement
SH20CI_-_Resolution.docx	Resolution	Agreement

FY2020 Budget Amendment Request Form

Date: November 15, 2019

Department: Sheriff's Office

Contact person: Captain Carey **Phone #: 540-507-7164**

Explanation of need for budget amendment: The Department of Criminal Justice Services (DCJS) has subawarded Spotsylvania County $150,000 in federal grants funds for the Edward Byrne Justice Assistance Grant for Gang and Drug Related Crime Reduction. If accepted, the Sheriff's Office will utilize these funds to pay for overtime and associated fringe benefits for sworn law enforcement personnel in order to identify, disrupt, dismantle, and prosecute members of illicit drug trafficking rings operating in Spotsylvania County. There is no local match requirement and no ongoing costs once the award has expired. If accepted, the period of performance will be from January 1, 2020 to June 30, 2021.

The grant application was submitted to DCJS prior to the adoption of the recently approved Public Safety pay scale. At the time of application submission it was anticipated that the grant would allow for approximately 3,475 hours of overtime for the 18 month award period based on an average overtime rate of $43.16 with associated fringe benefits. Based on the new pay scale, the average overtime rate with associated fringe benefits will be $55. This will reduce the anticipated amount of overtime over the 18 month award period to 2,727 hours. In discussing this with DCJS, the County will first need to accept the award prior to submitting a budget adjustment and project scope change for DCJS' consideration. This budget adjustment is based on the assumption that DCJS will approve the budget adjustment and change in project scope.

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

Revenue Accounts Adjusted			Amount
Acct #	110-0000-333-01-08 Federal Grant Funds for Public Safety	**$**	150,000
	Total Revenue Adjustment	**$**	**150,000**

Expenditure Accounts Adjusted			Amount
Acct #	110-3160-421.12-01 Overtime	**$**	137,037
Acct #	110-3160-421.21-01 FICA	**$**	8,496
Acct #	110-3160-421.21-02 Medicare	**$**	1,987
Acct #	110-3160-421.27-10 Workers' Compensation	**$**	2,480
	Total Expenditure Adjustment	**$**	**150,000**

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

Position FTE Change		
Position Title	**Existing FTE**	**Adjusted FTE**

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

_____ _____

Name, Department Name, Department

Recommendations

Budget: _X___recommended _____ not-recommended
Explanation if not recommended:
_____
_____

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

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

At a meeting of the Spotsylvania County Board of Supervisors held on December 10, 2019, on a motion by _____ and passed_____ to _____, the Board adopted the following resolution:

RESOLUTION NO. 2019-

Approving Grant Sub-Award Agreement, Designation of Authorized Agents in the Execution and Administration of the Grant Sub-Award, and Acceptance and Appropriation of FY 2020 Funds

WHEREAS, Spotsylvania County has applied for and received approval for a federal pass through grant from the Virginia Department of Criminal Justice Services in the amount of $150,000 to be utilized by the Sheriff's Office for overtime and associated fringe benefits for sworn law enforcement personnel; and

WHEREAS, the federal funds are restricted to law enforcement efforts associated with identifying, disrupting, dismantling, and prosecuting members of illicit drug trafficking rings operating in Spotsylvania County; and

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

WHEREAS, the County and the Sheriff's Office will administer the grant in accordance with the terms as set forth in the grant sub-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 Criminal Justice 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, Chief Financial Officer; and Annette D'Alessandro, Grants Manager; and

BE IT FURTHER RESOLVED by the Spotsylvania County Board of Supervisors that the grant in the amount of $150,000 is accepted and that the General Fund budget is hereby amended to reflect the increase in funds associated with the grant award; and

BE IT FURTHER RESOLVED by the Spotsylvania County Board of Supervisors that the following appropriations be, and the same hereby are, made for the fiscal year beginning July 1, 2019, for expenditures in the amount of $150,000 to be utilized only for overtime and associated fringe benefits for sworn law enforcement personnel in combatting illicit drug trafficking, to be expended only by order of the Board of Supervisors as follows:

GENERAL FUND: $ 150,000

(SEAL) A COPY TESTE: _____

Aimee R. Mann

Deputy Clerk to the Board of Supervisors

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Acceptance, Budget Adjustment, and Designation of Authorized Agents for the FY 2020 Edward Byrne Justice Assistance Grant Sub-Award, Naloxone for Law Enforcement Agencies
Type:	Action, Resolution
Agenda Title:	Acceptance, Budget Adjustment, and Designation of Authorized Agents for the FY 2020 Edward Byrne Justice Assistance Grant Sub-Award, Naloxone for Law Enforcement Agencies
Recommendation:	The Sheriff, Finance Committee, and staff recommend that the Board of Supervisors accept the Edward Byrne Justice Assistance Grant (JAG), Naloxone for Law Enforcement Agencies sub-award and associated budget adjustment, appropriation, and designation of authorized agents
Summary:	The Spotsylvania County Sheriff's Office is working to prevent brain injuries and deaths as a result of overdoses caused by opioids which include prescription painkillers and street drugs. In accordance with the Code of Virginia §54.1-3408, the Spotsylvania County Sheriff's Office implemented a law enforcement program for the use of naloxone nasal spray to a person who is believed to be experiencing or about to experience a life-threatening opiate overdose. The implementation of naloxone nasal spray in the event of overdose was initiated through the FY 2017 DCJS JAG Naloxone for Law Enforcement Agencies grant award. For FY 2020 the Spotsylvania County Sheriff's Office was awarded $5,000 in federal funds to continue the naloxone program. This will likely be the last year that the County will receive this funding. There is no local match requirement and no requirement to continue to fund the program after the award expires on September 30, 2020

Committee/Commission Summary:	Finance Committee
Review Date:	11/21/2019
Status:	Approved
Financial Impact:	See attached budget adjustment form
Staff Contacts:	Captain Roger Harris II, Sheriff's Office Captain Charles Carey, Sheriff's Office Annette D'Alessandro, Finance
Legal Counsel:	Jessica DesNoyer, County Attorneys Office
Additional Background/Other Considerations:	N/A
Consequence of Denial/Inaction:	Failure to appropriate these funds will mean that people facing opiate overdoses will not be able to receive the life-saving medicine of naloxone through the nasal spray kits that this award will provide for the Sheriff's Office

ATTACHMENTS:

File Name	Description	Type
SH20NX_-_Budget_Adjustment.docx	Budget Adjustment	Agreement
SH20NX_Resolution.docx	Resolution	Agreement

FY 2020 Budget Amendment Request Form

Date: November 12, 2019

Department: Sheriff's Office

Contact person: Captain Carey

Phone #: 507-7200

Explanation of need for budget amendment: The Spotsylvania County Sheriff's Office is working to prevent brain injuries and deaths as a result of overdoses caused by opioids which include prescription painkillers and street drugs. In accordance with the Code of Virginia §54.1-3408, the Spotsylvania County Sheriff's Office implemented a law enforcement program for the use of naloxone nasal spray to a person who is believed to be experiencing or about to experience a life-threatening opiate overdose. The implementation of naloxone nasal spray in the event of overdose was initiated through the FY 2017 DCJS JAG Naloxone for Law Enforcement Agencies grant award. For FY 2020 the Spotsylvania County Sheriff's Office was awarded $5,000 in federal funds to continue the naloxone program. This will likely be the last year that the County will receive this funding. There is no local match requirement and no requirement to continue to fund the program after the award expires on September 30, 2020.

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

Revenue accounts affected:

Account Number		Amount	
Acct #	110-0000-333-01-08 SH20NX – Federal Grant Revenues	**$**	5,000
	Total Revenue Adjustment	**$**	**5,000**

Expenditure accounts affected:

Account Number		Amount	
Acct #	110-3160-412-60-10 SH20NX Police Operating Supplies	**$**	5,000
	Total Expenditure Adjustment	**$**	**5,000**

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

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

Board of Supervisors Agenda, December 10, 2019, Acceptance, Budget Adjustment, and Designation of Authorized Agents for the FY 2020 Edward Byrne Justice Assistance Grant Sub-Award, Naloxone for Law Enforcement Agencies

Recommendations

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

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

Finance Committee: __X__ recommended ____not-recommended
Explanation if not recommended:

At a meeting of the Spotsylvania County Board of Supervisors held on December 10, 2019, on a motion by _____ and passed_____ to _____, the Board adopted the following resolution:

RESOLUTION NO. 2019-

Approving Grant Sub-Award Agreement, Designation of Authorized Agents in the Execution and Administration of the Grant Sub-Award and Acceptance and Appropriation of FY 2020 Funds

WHEREAS, Spotsylvania County has applied for and received approval for a federal pass through grant from the Virginia Department of Criminal Justice Services in the amount of $5,000 to be utilized by the Sheriff's Office for the purchase of naloxone to be administered in opiate overdose cases; and

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

WHEREAS, the County and the Sheriff's Office will administer the grant in accordance with the terms as set forth in the grant sub-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 Criminal Justice 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, Chief Financial Officer; and Annette D'Alessandro, Grants Manager; and

BE IT FURTHER RESOLVED by the Spotsylvania County Board of Supervisors that the grant in the amount of $5,000 is accepted and that the General Fund budget is hereby amended to reflect the increase in funds associated with the grant award; and

BE IT FURTHER RESOLVED by the Spotsylvania County Board of Supervisors that the following appropriations be, and the same hereby are, made for the fiscal year beginning July 1, 2019, for expenditures in the amount of $5,000 to be utilized only for the purchase of naloxone to be administered in opiate overdose cases, to be expended only by order of the Board of Supervisors as follows:

GENERAL FUND: $ 5,000

(SEAL) A COPY TESTE: _____

Aimee R. Mann

Deputy Clerk to the Board of Supervisors

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Acceptance of White Fox Circle and Bernard Court in Sawhill Sec. 4B into the Virginia Secondary Street System (Chancellor District)

Agenda Title:	Acceptance of White Fox Circle and Bernard Court in Sawhill Sec. 4B into the Virginia Secondary Street System (Chancellor District)
Recommendation:	Staff recommends that the Board adopt the attached resolution approving VDOT's Form AM-4.3 Acceptance into the Secondary System of State Highways.
Non-Staff Name and Title of Presenters:	This resolution requests that VDOT accept White Fox Circle and Bernard Court in Sawhill Sec. 4B in the Chancellor District into the Secondary Street System and assume maintenance responsibilities.
Summary:	Planning staff and representatives of the Virginia Department of Transportation (VDOT) conducted a final inspection of White Fox Circle and Bernard Court in Sawhill Sec. 4B and found the streets to be complete and compliant with the Secondary Subdivision Street Standards. The attached resolution requests that the street be accepted by VDOT into the Secondary Street System of Virginia State Highways and that VDOT assume maintenance responsibilities.
Financial Impact:	N/A
Staff Contacts:	Wanda Parrish, Director of Planning and Zoning
Legal Counsel:	N/A
Additional Background/Other Considerations:	N/A
Consequence of Denial/Inaction:	If the resolution is not approved, the street will not be accepted in the Secondary Street System and will not be maintained by VDOT. This resolution requests that VDOT accept White

Talking Points:

Fox Circle and Bernard Court in Sawhill Sec. 4B in the Chancellor District into the Secondary Street System and assume maintenance responsibilities.

ATTACHMENTS:

File Name	Description	Type
Acceptance_BOS_Resolution.docx	Resolution	Resolution
Sawhill_4B_AM_4.3.pdf	Form AM4.3	Backup Material

At a regular scheduled meeting of the Spotsylvania County Board of Supervisors held on December 10, 2019 on a motion by _____, seconded by _____ and passed ____, the Board adopted the following resolution:

RESOLUTION NO. 2019-

A RESOLUTION REQUESTING WHITE FOX CIRCLE AND BERNARD COURT IN SAWHILL SEC. 4B BE ADDED TO THE STATE SYSTEM OF SECONDARY ROADS

WHEREAS, White Fox Circle and Bernard Court in Sawhill Sec. 4B and as described on the attached Additions Form AM-4.3, fully incorporated herein by reference, are shown on plats recorded in the Clerk's Office of the Circuit Court of Spotsylvania County; and

WHEREAS, the Resident Engineer for the Virginia Department of Transportation has advised this Board of Supervisors the street(s) meet the requirements established by the Subdivision Street Requirements of the Virginia Department of Transportation; and

WHEREAS, Spotsylvania County and the Virginia Department of Transportation have entered into a comprehensive agreement on June 6, 1997, for stormwater detention in Spotsylvania County.

NOW, THEREFORE, BE IT RESOLVED, this Board requests the Virginia Department of Transportation to add the street(s) described on the attached Additions Form AM-4.3 to the secondary system of state highways, pursuant to Sec. 33.2-705, Code of Virginia, and the Department's Subdivision Street Requirements; and

BE IT FURTHER RESOLVED, this Board guarantees a clear and unrestricted right-of-way, as described, and any necessary easements for cuts, fills and drainage; and

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Resident Engineer for the Virginia Department of Transportation.

(SEAL) A COPY TESTE:_____
Aimee Mann, Deputy Clerk

In the County of Spotsylvania

By resolution of the governing body adopted December 10, 2019

The following VDOT Form AM-4.3 is hereby attached and incorporated as part of the governing body's resolution for changes in the secondary system of state highways.

A Copy Testee *Signed (County Official):* _____

Report of Changes in the Secondary System of State Highways

Project/Subdivision Sawhill 4B (Remainder)

Type Change to the Secondary System of State Highways: **Addition**

The following additions to the Secondary System of State Highways, pursuant to the statutory provision or provisions cited, are hereby requested; the right of way for which, including additional easements for cuts, fills and drainage, as required, is hereby guaranteed:

Reason for Change: New subdivision street

Pursuant to Code of Virginia Statute: ☐33.2-705, ☐33.2-334

Street Name and/or Route Number

- **White Fox Circle, State Route Number 2315**

Old Route Number: 0

- From: SR 2324 (Bernard Court)

  To: 0.10 Miles W of SR 2324, a distance of: 0.10 miles.

  Recordation Reference: 201300017393

  Right of Way width (feet) = 50

Street Name and/or Route Number

- **White Fox Circle, State Route Number 2315**

Old Route Number: 0

- From: SR 1500 (Sawtooth Lane)

  To: SR 2324 (Bernard Court), a distance of: 0.22 miles.

  Recordation Reference: 201300017393

  Right of Way width (feet) = 50

Street Name and/or Route Number

- **Bernard Court, State Route Number 2324**

Old Route Number: 0

- From: SR 2315 (White Fox Circle)

  To: 0.07 miles S of SR 2315, a distance of: 0.07 miles.

  Recordation Reference: 201300017393

  Right of Way width (feet) = 50

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Approval of Betterment Agreement Between Spotsylvania County and VDOT for Construction of County Facilities Within the Route 1 Commuter Lot Project (UPC 109474)

Type:	Action
Agenda Title:	Approval of Betterment Agreement Between Spotsylvania County and VDOT for Construction of County Facilities Within the Route 1 Commuter Lot Project (UPC 109474)
Recommendation:	Approve the agreement provided by VDOT for the construction of a waterline within their Route 1 Commuter Lot Project (UPC 109474). The agreement has been reviewed and approved as to form by the County Attorney's Office. Additionally, staff requests that the Board approved the attached budget adjustment shifting funding between Utilities Capital Projects to fund the commuter lot project. Utilities staff has identified the need for a new waterline to provide better fire flow and service to the Commonwealth Drive and Filter Lane area. This line will replace a substandard waterline along Filter Lane that is currently maintained by the County. This will also set up a future waterline looping project to benefit the Commonwealth Drive industrial/commercial development.
Summary:	Because this project is now scheduled to occur sooner than planned as part of the CIP, staff requests that $330,000 be shifted from the Rt. 1 Waterline Improvement (Cosner to Massaponax) project to add to the $70,000 currently budget for this Commuter Lot Waterline project to allow this project to proceed now. Funding will be replenished to the Rt. 1 Waterline Improvement project, as appropriate, through the upcoming FY 2021 CIP development process.

Committee/Commission Summary:	Finance Committee
Review Date:	November 21, 2019
Status:	Approved
Financial Impact:	Please see the attached budget adjustment.
Staff Contacts:	J. Scott Powell, Division Director Capital Construction - Utilities Benjamin Loveday, Director - Utilities/Public Works
Legal Counsel:	Susan Cooke, Deputy County Attorney
Additional Background/Other Considerations:	VDOT will manage the construction and administration of this project.
Consequence of Denial/Inaction:	Utilities will not construct the waterline with the VDOT project and will have to do so on its own at a later date.

ATTACHMENTS:

File Name	Description	Type
Commonwealth_Drive_Parking_Lot_-_VDOT_Agreement__Budget_Adjustment_-_Budget_Adjustment.docx	Commonwealth Drive Parking Lot - VDOT Agreement Budget Adjustment	Budget Amendment
Commonwealth_Drive_Parking_Lot_-_Estimate_-_VDOT_Route_1_Commuter_Lot_Project_(UPC_109474).pdf	Commonwealth Drive Parking Lot - VDOT Agreement - Estimate	Backup Material
Commonwealth_Drive_Parking_Lot_-_Agreement_-_Signed_(Co_Atty)_Constr_-_VDOT_Route_1_Commuter_Lot_Project_(UPC_109474).pdf	Commonwealth Drive Parking Lot - VDOT Agreement	Agreement

DRAFT

FY 2020 Budget Amendment Request Form

Date: November 15, 2019

Department: Utilities

Contact person: Scott Powell **Phone #:** 540-507-7330

Explanation of need for budget amendment: Utilities staff has identified the need for a new waterline to provide better fire flow and service to the Commonwealth Drive and Filter Lane area. This line will replace a substandard waterline along Filter Lane that is currently maintained by the County. This will also set up a future waterline looping project to benefit the Commonwealth Drive industrial/commercial development.

Because this project is now scheduled to occur sooner than planned as part of the CIP, staff requests that $330,000 be shifted from the Rt. 1 Waterline Improvement (Cosner to Massaponax) project to add to the $70,000 currently budget for this Commuter Lot Waterline project to allow this project to proceed now. Funding will be replenished to the Rt. 1 Waterline Improvement project, as appropriate, through the upcoming FY 2021 CIP development process.

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

Revenue Accounts Adjusted		**Amount**	
Acct #		**$**	
	Total Revenue Adjustment	**$**	**0**

Expenditure Accounts Adjusted		**Amount**	
Acct #	520-9170-802.89-03 (WT1805) – Construction	**$**	(330,000)
Acct #	520-9170-802.89-02 (WT2003) – Design	**$**	330,000
	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, Director of Utilities & Public Works
Name, Department

Name, Department

DRAFT

Recommendations

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

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

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

VDOT Project: 0001-088-281, C-501
Name: Route 1 Commuter Lot
Locality: Spotsylvania County
UPC # : 109474

100% Submission Cost Estimate
Date: 9/25/2019
Revised:
Page 1 of 2

W. O. 46505-060

Item Code	Items / Units	Unit Cost	Total Units	Total Cost	Project Units	Project Cost	Betterment Units	Betterment Cost
40002	3/4" Water Service Line (L.F.)	$90.00	72	$6,480.00	0	$0.00	72	$6,480.00
40061	6" D.I. Water Main (L.F.)	$135.00	129	$17,415.00	12	$1,620.00	117	$15,795.00
40081	8" D.I. Water Main (L.F.)	$195.00	1,273	$248,235.00	0	$0.00	1,273	$248,235.00
40121	12" D.I. Water Main (L.F.)	$270.00	677	$182,790.00	677	$182,790.00	0	$0.00
41006	6" Gate Valve & Box (Ea.)	$2,000.00	6	$12,000.00	2	$4,000.00	4	$8,000.00
41008	8" Gate Valve & Box (Ea.)	$2,250.00	1	$2,250.00	0	$0.00	1	$2,250.00
41012	12" Gate Valve & Box (Ea.)	$3,800.00	1	$3,800.00	1	$3,800.00	0	$0.00
41820	Fire Hydrant (Ea.)	$5,250.00	6	$31,500.00	2	$10,500.00	4	$21,000.00
41830	1" Air Release & Box (Ea.)	$3,500.00	1	$3,500.00	0	$0.00	1	$3,500.00
41967	5/8" Water Meter Box & Yoke (Ea.)	$1,750.00	4	$7,000.00	0	$0.00	4	$7,000.00
				Total Cost		Project Cost		Betterment Cost
	Total Water Items			**$514,970.00**		**$202,710.00**		**$312,260.00**
	Percentage					**39.4%**		**60.6%**

VDOT Project: 0001-088-281, C-501
Name: Route 1 Commuter Lot
Locality: Spotsylvania County
UPC # : 109474

100% Submission Cost Estimate
Date: 9/25/2019
Revised:
Page 2 of 2

W. O. 46505-060

Item Code	Items / Units	Unit Cost	Total Units	Total Cost	Project Units	Project Cost	Betterment Units	Betterment Cost
42150	15" PVC Sanitary Sewer Pipe (L.F.)	$265.00	220	$58,300.00	220	$58,300.00	0	$0.00
42755	Sanitary Sewer Manhole (L.F.)	$825.00	19	$15,675.00	19	$15,675.00	0	$0.00
42764	Manhole Frame & Cover F&C-1 (Ea.)	$900.00	2	$1,800.00	2	$1,800.00	0	$0.00
				Total Cost		Project Cost		Betterment Cost
	Total Sanitary Sewer Items			**$75,775.00**		**$75,775.00**		**$0.00**
	Percentage			**-**		**100.0%**		**0.0%**
	Total Overall Costs			**$590,745.00**		**$278,485.00**		**$312,260.00**
	Percentage			**-**		**47.1%**		**52.9%**

AGREEMENT
between
SPOTSYLVANIA COUNTY
and
COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION
for
ADJUSTMENT OF WATER & SEWER FACILITIES

THIS AGREEMENT, made and entered into as of the _____ day of _____, 2019, by and between SPOTSYLVANIA COUNTY (hereinafter called COUNTY), and the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION, (hereinafter called the STATE), acting by its Commissioner:

WITNESSETH

WHEREAS, the STATE is proposing to construct a section of highway designated as, Route 1 Commuter Parking Lot at Commonwealth Drive, Project: 001-088-281, C501 (UPC# 109474) which will necessitate changes in the COUNTY'S water and sewer facilities: and,

WHEREAS, the STATE and COUNTY wish to agree upon the terms and conditions under which the necessary changes will be made as hereinafter set forth: and,

WHEREAS, it will be in the best interests of the STATE and COUNTY to have the adjustment of these water and sewer facilities included in the highway contract that is to be performed by the highway contractor.

NOW THEREFORE, for and in consideration of the premises and of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION I

(a) The STATE through its highway contractor, will relocate and adjust the COUNTY'S water and sewer facilities in accordance with attached plans and the STATE'S Road and Bridge Specifications; said plans being identified as 13 (thirteen) one-half size plans sheets numbered 15(1), 15(1A), 15(2), 15(3), 15(4), 15(5), 15(6), 15(7), 15(8), 15(9), 15(10), 15(11) and 15(12) of the STATE'S construction plans for Project: 0001-088-281, C501 (UPC#109474) as attached.

SECTION II

(a) It has been determined that the STATE is responsible for bearing 39.4 % of the cost of the water adjustments as indicated in SECTION I (a).

(b) It has been determined that the COUNTY is responsible for bearing 60.6 % of the cost of the water adjustments as indicated in SECTION I (a).

(c) It has been determined that the STATE is responsible for bearing 100% of the cost of the sewer adjustments as indicated in SECTION I (a).

(d) It has been determined that the COUNTY is responsible for bearing 0% of the cost of the sewer adjustments as indicated in SECTION I (a).

SECTION III

(a) The STATE will, upon application by the COUNTY, issue and continue in effect a permit to the COUNTY for the construction, maintenance and operation of the water and sewer facilities indicated in SECTION I (a).

(b) The water and sewer facilities of the COUNTY erected under such a permit shall be and remain the property of the COUNTY, no charge shall at any time be made for the use of the STATE right of way occupied by the COUNTY, or for the privilege of constructing, maintenance and operating said water and sewer facilities. Any construction of maintenance operations to be performed by the COUNTY within the STATE right of way must have prior approval of the STATE. When emergency conditions require immediate maintenance operations by the COUNTY, such operations may be performed by the COUNTY without advance notice to the STATE. The COUNTY will, to the best of its ability, perform all operations within the STATE right of way in a manner which will reduce to a minimum, interference to the flow of traffic and disturbance of the roadway, and which will provide a maximum of safety to traffic and to the COUNTY'S forces.

(c) In the event the STATE should request at any time hereafter that the facilities which were adjusted onto STATE right of way at STATE expense be again adjusted when they are on STATE right of way, the STATE will pay the COUNTY the applicable costs incurred by the COUNTY, including the cost of securing any necessary easements.

(d) In the event the STATE should request at any time hereafter that the facilities which were not adjusted, hereunder, be adjusted, the STATE will pay the COUNTY the applicable costs incurred by the COUNTY, including the cost of securing any necessary easements.

SECTION IV

(a) The COUNTY in its sole discretion may perform certain incidental work in conjunction with the utility work included in the highway contract, and will inspect the utility relocation work with its own forces, reporting through the Transportation Area Construction Engineer, and upon completion will certify to the STATE that the work included in the highway contract was performed in a satisfactory manner. There will be no cost attributed to the STATE highway project for this work.

(b) The COUNTY agrees that the existing facilities, which are to be abandoned, will become the property of the STATE's highway contractor with exceptions as noted in the attached plans. Any salvage value derived therefrom will accrue to the STATE'S highway contractor.

In WITNESS WHEREOF, each party has caused this agreement to be executed in duplicate in its name and on its behalf by its duly authorized officer as of the day and year first written.

In the presence of:

SPOTSYLVANIA COUNTY

_____
As to SPOTSYLVANIA COUNTY

By: _____
Title:

In the presence of:

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

_____
As to the Commonwealth

By: _____
State Right of Way and Utilities Director

APPROVED AS TO FORM:

_____
COUNTY ATTORNEY

Appendix A

This Appendix A is a part of the agreement for utility adjustment work for Project 0001-088-281, C501 (UPC# 109474) dated _____2019, between the Commonwealth of Virginia & Spotsylvania County

The parties further agree that the cost of utility betterment work will be paid by the COUNTY to STATE based on the actual cost plus a percentage for construction oversight. The actual cost shall be determined by:

- The pro-rated percentage of 52.9 % representing the COUNTY'S total overall portion of water and sewer adjustments applied to the unit bid prices received for the contract award by STATE plus 10 % for construction oversight. The estimated betterment portion is $ 312,260.00 and construction oversight is $31,226.00 for a total of $343,486.00

Payment by COUNTY to the STATE shall be promptly made in accordance with the following schedule:

- A Lump Sum payment in the amount described above as determined by the actual unit bid prices. Payment shall be due within 30 days of the notice of the amount due.

Whenever the COUNTY'S payment is backed on unit bid process a final cost will be determined based upon the actual quantities of each unit paid to the contractor by STATE. STATE will provide COUNTY with the final unit quantities and final cost with its final reconciliation bill to COUNTY. The cost of construction oversight will be applied as described above.

In the event the betterment work requires a construction change order during the life of the contract this reimbursement and payment plan shall be adjusted to reflect the change in costs.

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Approval to Convert from Part-Time to Full-Time Assessment's Appraiser II Position
Type:	Action
Agenda Title:	Approval to Convert from Part-Time to Full-Time Assessment's Appraiser II Position
Recommendation:	Staff recommends that the Board approve the requested change to the full-time equivalency (FTE) to convert the part-time Assessment Appraiser II position to a full-time position effective January 1, 2020.
Summary:	Staff requests to change the assigned FTE for the Assessment part-time Appraiser II (0.00 FTE, grade 18) position to a full-time Appraiser Trainee (1.00 FTE, grade 11) position. The part-time Appraiser II position has been vacant since July 2019 despite efforts to advertise and fill the position. In addition to the FTE change, the job title will be changed from the current title of Appraiser II (grade 18) to Appraiser Trainee (grade 11). This change provides a career path opportunity while gaining valuable skills. An active real estate market continues to improve, which directly impacts the daily operations of our department with increased volume for existing staff. It is extremely important to reduce the amount time between data collection and review. As required by State statute, appraisal staff continually collects, processes and analyzes large amounts of data and accurate analysis is dependent upon reliable and current property data.
Committee/Commission Summary:	Finance Committee
Review Date:	November 21, 2019

Financial Impact:	Adequate funding is available and appropriated within Assessment's FY 2020 Budget to accomplish this change to the FTE.
Staff Contacts:	Deborah F Williams, Commissioner of Revenue; Holly Dove, Budget Analyst
Consequence of Denial/Inaction:	If the requested FTE change is not approved, the position may continue to be part-time and unfilled, which could delay completing the 2020 assessment book.

ATTACHMENTS:

File Name	Description	Type
Assessment_Appraiser_II_position_FTE_change_-_Budget_Adjustment.docx	Budget Adjustment Document	Backup Material

FY 2020 Budget Amendment Request Form

Date: November 1, 2019

Department: Assessment Office

Contact person: Debbie Williams **Phone #:** 540-507-7055

Explanation of need for budget amendment: Staff requests to change the assigned FTE for the Assessment part-time Appraiser II (0.00 FTE, grade 18) position to a full-time Appraiser Trainee (1.00 FTE, grade 11) position effective January 1, 2020.

The part-time Appraiser II position has been vacant since July 2019 despite efforts to advertise and fill the position. In addition to the FTE change, the job title will be changed from the current title of Appraiser II (grade 18) to Appraiser Trainee (grade 11). This change provides a career path opportunity while gaining valuable skills.

An active real estate market continues to improve, which directly impacts the daily operations of our department with increased volume for existing staff. It is extremely important to reduce the amount of time between data collection and review. As required by State statute, appraisal staff continually collects, processes and analyzes large amounts of data and accurate analysis is dependent upon reliable and current property data.

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 #	110-1232-403-1301 Part-Time	**$**	(18,077)
	110-1232-403-1101 Full-Time		18,077
	Total Expenditure Adjustment	**$**	**0**

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

Position FTE Change		
Position Title	**Existing FTE**	**Adjusted FTE**
Appraiser II	0.00	1.00[1]

[1] *Position title will be changed to Appraiser Trainee*

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.

Deborah F Williams
Name, Department

Name, Department

Recommendations

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

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

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

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Approval of Contract Modification #1 for Renewal to E-Merge Systems, Inc. for SCADA Services
Type:	Action
Agenda Title:	Approval of Contract Modification #1 for Renewal to E-Merge Systems, Inc. for SCADA Services
Recommendation:	Approve Contract Modification #1 for renewal with E-Merge Systems, Inc. for Supervisory Control and Data Acquisition (SCADA) services. The contract modification has been reviewed and approved as to form by the County Attorney's Office.
Summary:	The initial contract for these services was approved by the Board of Supervisors on January 10, 2017. This contract modification shall have a term limit of one year and may be renewed for two (2) additional one (1) year terms at the option of Spotsylvania County.
Financial Impact:	Adequate funding is budgeted and appropriated within FY20 Utilities Capital Projects.
Staff Contacts:	Ben Loveday, Director of Utilities/Public Works Julia Monat, Deputy Director of Utilities/Public Works Brad Quann, Procurement Manager
Legal Counsel:	Jessica DesNoyer, Assistant County Attorney
Additional Background/Other Considerations:	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:	Projects are significantly delayed without task order based agreements. Without task order based agreements each task currently done under a task order based agreement would be required to be treated as a separate agreement requiring an independent RFP/IFB

review process by the department issuing the RFP/IFB, the County Attorney's office and the Procurement Department.

ATTACHMENTS:

File Name	Description	Type
Modification_#1_-_Emerge_-_Contract_#17-07-TV-01_-_for_BOS.pdf	Contract Modification #1 - E-Merge	Contract

MODIFICATION #1
TO
SPOTSYLVANIA COUNTY CONTRACT AGREEMENT
FOR GOODS AND SERVICES
Contract #17-07-TV-01

THIS MODIFICATION #1 TO SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS AND SERVICES is made as of _____ ____, 2019 by and between BOARD OF SUPERVISORS OF SPOTSYLVANIA COUNTY, a political subdivision of the Commonwealth of Virginia, ("COUNTY"); and E-MERGE SYSTEMS, INC., a Maryland Corporation, ("CONTRACTOR"), in good standing and duly licensed to transact business in the Commonwealth of Virginia.

WITNESSETH:

WHEREAS, the COUNTY and the CONTRACTOR entered into an Agreement titled "SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS AND SERVICES, Contract #17-07-TV-01", ("AGREEMENT") dated January 11, 2017, to obtain Supervisory Control and Data Acquisition (SCADA) services for Spotsylvania County's water and wastewater treatment plants, pump stations and other County facilities as needed; and

WHEREAS, the COUNTY requires a continuation of these services for an additional one (1) year contract term, as is permitted under Article 2, subdivision 2.2., of the initial contract dated January 11, 2017; and

WHEREAS, the COUNTY and the CONTRACTOR have determined that it is to their mutual benefit to modify the AGREEMENT further by entering into this "Modification #1 to Spotsylvania County Contract Agreement for Goods and Services, Contract #17-07-TV-01".

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

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

2.2. This Agreement shall have a term limit of one (1) year effective from January 12, 2020 through January 11, 2021 and may be renewable for two (2) additional one (1) year terms

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

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 and as follows:

PROJECT FUNCTION	RATE/HOUR
Project Manager	$148.63
SCADA Engineer	$133.25
PLC/Radio Engineer	$133.25
Instrument/Field Tech	$93.28
Senior Controls Designer/P.E.	$153.75

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

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties by agreement hereto have caused Modification #1 to Spotsylvania County Contract Agreement for Goods and Services Contract #17-07-TV-01 to be duly executed by their duly authorized officials, made as of the date first written above, and effective January 12, 2020.

SPOTSYLVANIA COUNTY, VIRGINIA

By: _____

EDWARD PETROVITCH Dated
COUNTY ADMINISTRATOR

E-MERGE SYSTEMS, INC.

By: _____ 11/22/2019

INDERDEEP HUJA Dated
PRESIDENT

Approved as to form:

_____ 11/25/19

COUNTY ATTORNEY Dated

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Approval of Contract Modification #4 for Renewal to Commonwealth Irrigation & Landscape for Grounds Maintenance Services

Agenda Title:	Approval of Contract Modification #4 for Renewal to Commonwealth Irrigation & Landscape for Grounds Maintenance Services
Recommendation:	Approve Contract Modification for Renewal to Commonwealth Irrigation & Landscape for ground maintenance services at approximately 90 individual sites. The cost to provide the outsourced services increased by 1% overall which is less than the current Consumer Price Index (CPI) of 1.7%. An Invitation for Bid (IFB) was issued to solicit bids from qualified vendors to provide ground maintenance services at various locations in the County. A contract was awarded to Commonwealth Irrigation & Landscape. This is the fourth and final renewal option.
Summary:	This contract covers all General Government, Public/Safety, and Utilities Facilities; approximately 90 individual sites. The level of service for each site is based on the use of the facility, ranging from once a week to every six weeks. The actual services vary from site to site, but include mowing, trimming, edging, fertilization, mulching and pruning.
Financial Impact:	Funds are available within various user department approved budgets.
Staff Contacts:	Ben Loveday, Director Utilities/Public Works/Capital Projects Brad Quann, Procurement Manager
Legal Counsel:	Jessica DesNoyer, Assistant County Attorney
Additional Background/Other Considerations:	Contract Modification is signed by Contractor and County Attorney's Office and is attached. The County will not have a valid contract for these

Consequence of Denial/Inaction:	The County will not have a valid contract for these services and the level of services would be greatly reduced until a contract is approved.

ATTACHMENTS:

File Name	Description	Type
Modification_#4_Commonwealth_Irrigation_and_Landscape_for_Novus_Posting.pdf	Modification #4	Agreement

MODIFICATION #4
TO
SPOTSYLVANIA COUNTY
CONTRACT AGREEMENT
FOR GOODS AND SERVICES
Contract #16-19-DB

THIS MODIFICATION #4 TO SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS AND SERVICES Contract #16-19-DB is made as of _____ ____, 2020 by and between BOARD OF SUPERVISORS OF SPOTSYLVANIA COUNTY, a political subdivision of the Commonwealth of Virginia, ("COUNTY"); and COMMONWEALTH IRRIGATION AND LANDSCAPE CORPORATION, a Virginia Corporation, ("CONTRACTOR"), in good standing and duly licensed to do business in the Commonwealth of Virginia.

WITNESSETH:

WHEREAS, the COUNTY and the CONTRACTOR entered into an Agreement titled "SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS AND SERVICES Contract #16-19-DB" ("AGREEMENT") dated April 13, 2016, to provide goods and services for ground maintenance services at various locations in Spotsylvania County; and

WHEREAS, the AGREEMENT was subsequently modified by "Modification #1 to Spotsylvania County Contract Agreement for Goods and Services Contract #16-19-DB" ("MODIFIED AGREEMENT") dated and executed on January 11, 2017; and modified by "Modification #2 to Spotsylvania County Contract Agreement for Goods and Services Contract #16-19-DB" ("MODIFIED AGREEMENT") dated and executed on January 10, 2018, and modified by "Modification #3 to Spotsylvania County Contract Agreement for Goods and Services Contract #16-19-DB" ("MODIFIED AGREEMENT") dated and executed on January 10, 2019, and

WHEREAS, the COUNTY requires a continuation of these goods and services for an additional one (1) year contract term, as is permitted under Article 2, subdivision 2.2., of the MODIFIED AGREEMENT dated January 10, 2019; and

WHEREAS, the COUNTY and the CONTRACTOR have determined that it is to their mutual benefit to modify the MODIFIED AGREEMENT by entering into this Modification #4.

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 MODIFIED AGREEMENT as follows:

A. SECTION 2.2, OF ARTICLE 2, THE WORK AND AGREEMENT TERM LIMITS, 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 January 15, 2020 through January 14, 2021.

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

LOCATION	ANNUAL BID PRICE	2019 RENEWAL PRICE 2% INCREASE	2020 RENEWAL PRICE 1% INCREASE
Animal Shelter	$3,291.74	$3,357.57	$3,391.15
Berea Church	$2,493.33	$2,543.20	$2,568.63
Capital Construction	$1,931.25	$1,969.88	$1,989.58
Circuit Court	$4,868.89	$4,966.77	$5,016.44
County Attorney	$1,339.06	$1,365.84	$1,379.50
Court Services	$725.70	$740.21	$747.61
Fire & Rescue Belmont	$13,618.86	$13,891.24	$14,030.15
Fire & Rescue Livingston	$12,077.22	$12,318.76	$12,441.95
Fire & Rescue Salem Church Road	$2,817.28	$2,873.63	$2,902.37
Fire & Rescue Thornburg	$2,810.07	$2,866.27	$2,894.93
Fire & Rescue Wilderness	$4,245.78	$4,330.70	$4,374.01
Fire & Rescue Company 1	$17,224.53	$17,569.02	$17,744.71
Fire & Rescue Company 4	$13,780.39	$14,056.00	$14,196.56

Fire & Rescue Company 5	$6,272.34* $9,346.00	$9,532.92	$9,628.25
Fire & Rescue Company 10	$12,781.35	$13,036.98	$13,167.35
Fire & Rescue Company 11	$6,326.03* $8,983.00	$9,162.00	$9,253.62
Holbert Building	$18,953.81	$19,332.89	$19,526.22
Judicial Center	$8,694.83	$8,868.73	$8,957.42
Salem Church Library	$9,379.52	$9,567.11	$9,662.78
Magistrate's Office	$710.90	$725.12	$732.37
Marshall Center-main area in front	$1,091.81	$1,113.65	$1,124.79
Maupin House	$2,033.55	$2,074.22	$2,094.96
Old Courthouse/Old Sheriff's Office	$4,025.17	$4,105.67	$4,146.73
Public Defender's Office	$572.82	$584.28	$590.12
Public Safety Building	$17,912.08	$18,270.32	$18,453.02
Tourism pull off area, Guinea Station Rd.	$1,091.81	$1,113.65	$1,124.79
Tourism pull off area, Brock Road	$994.85	$1,014.75	$1,024.90
Utilities Administration Office	$12,421.58	$12,670.01	$12,796.71
Visitor's Center	$3,507.96	$3,578.12	$3,613.90
Voter Registrar	$2,289.80	$2,335.60	$2,358.96
Conv. Center, Belmont	$2,499.21	$2,549.19	$2,574.68
Conv. Center, Berkeley	$763.98	$779.26	$787.05
Conv. Center, Chancellor	$8,529.76	$8,700.36	$8,787.36
Conv. Center, Chewning Park	$682.99	$696.65	$703.62
Conv. Center, Cole Hill	$682.99	$696.65	$703.62
Conv. Center, Lee Hill	$681.85	$695.49	$702.44

Conv. Center, Livingston	$3,573.90	$3,645.38	$3,681.83
Conv. Center, Marshall Park	$681.85** $2,841.85	$2,898.69	$3,028.68
Conv. Center, Mine Road	$1,095.98	$1,117.90	$1,129.08
Conv. Center, Post Oak	$1,095.98	$1,117.90	$1,129.08
Conv. Center, The Barn	$682.99	$696.65	$703.62
Conv. Center, Wilderness	$1,996.31	$2,036.24	$2,056.60
Finney Property	$3,847.47	$3,924.42	$3,963.66
Fire & Rescue Station-Harrison Road	$1,475.27	$1,504.78	$1,519.83
Marshall Center-area rear of building	$3,013.25	$3,073.52	$3,104.26
Mott's Barn	$4,003.97	$4,084.05	$4,124.89
Mott's Run Dam & Pump Station	$10,196.53	$10,400.46	$10,504.46
Mott's Run Water Treatment Plant	$7,730.16	$7,884.76	$7,963.61
Ni River Water Treatment Plant	$4,234.82	$4,319.52	$4,362.72
Sheraton Hills	$1,228.10	$1,252.66	$1,265.19
Fire Academy Training Facility & parking lot	$5,554.39	$5,665.48	$5,722.13
Sheriff's Shooting Range Livingston LF	$1,401.81	$1,429.85	$1,444.15
Gordon Road, Lot 11330, Wheeler	$420.29	$428.70	$432.99
Gordon Road, Lot 11408, Shifflett	$256.12	$261.24	$263.85
Gordon Road, Lot 11410, O'Malley	$101.25	$103.28	$104.31
Gordon Road, Lot 11414, Hjelm	$256.12	$261.24	$263.85

Gordon Road, Lot 6901, Runnymeade Trail	$256.12	$261.24	$263.85
Holleybrook Lot-Utilities Easement	$765.59	$780.90	$788.71
Meter Maintenance Shop "Little Plant"	$682.99	$696.65	$703.62
Millgarden Subdivision, County owned green area	$1,508.97	$1,539.15	$1,554.54
Odor Control Center	$682.99	$696.65	$703.62
Pump Station #4	$256.12	$261.24	$263.85
Pump Station #11	$369.13	$376.51	$380.28
Pump Station #33	$3,573.90	$3,645.38	$3,681.83
Pump Station #39	$144.61	$147.50	$148.98
Route 3 Booster Station	$682.99	$696.65	$703.62
Tank, Battlefield	$897.71	$915.66	$924.82
Tank, Brock Road	$1,508.96	$1,539.14	$1,554.53
Tank, Courthouse	$682.99	$696.65	$703.62
Tank, Courtland	$1,921.25	$1,959.68	$1,979.28
Tank, Gordon Road	$633.42	$646.09	$652.55
Tank, Mine Road	$963.81	$983.09	$992.92
Tank, Nuline	$682.99	$696.65	$703.62
Tank, Saw Hill	$1,591.56	$1,623.39	$1,639.62
Tank, Thornburg	$848.18	$865.14	$873.79
Tank, Five Mile Fork	$600.39	$612.40	$618.52
Pump Station #7	$181.79	$185.43	$187.28
Pump Station #22	$381.92	$389.56	$393.46
Pump Station #57	$119.80	$122.20	$123.42
Pump Station #61	$132.22	$134.86	$136.21
Pump Station #65	$194.77	$198.67	$200.66
Pump Station #66	$649.92	$662.92	$669.55

Pump Station & Hunting Run Dam	$2,145.00	$2,187.90	$2,209.78
Pump Station & Ni River Dam	$7,299.42	$7,445.41	$7,519.86
Tower Site, Chancellor	$365.33	$372.64	$376.37
Tower Site, Livingston	$170.75	$174.17	$175.91
Radio Tower Site (Co 7) Wilderness	$115.12	$117.42	$118.59

*Fire & Rescue Company #5 – 2017 Price increased to $9,346.00 annually.

*Fire & Recuse Company #11 – 2017 Price increased to $8,983 annually.

**Marshall Park Convenience Site – Site had major improvements May 2018 creating added areas for grounds maintenance. Additional charges were noted per May 2, 2018 letter from Mike Garrett with Commonwealth Irrigation to Darrell Holladay, Spotsylvania County.

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

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IN WITNESS WHEREOF, the parties hereto have caused Modification #4 to Spotsylvania County Contract Agreement for Goods and Services, Contract #16-19-DB to be duly executed by their duly authorized officials as of the date first written above, and effective January 15, 2020.

SPOTSYLVANIA COUNTY, VIRGINIA

By: _____
EDWARD PETROVITCH Dated
COUNTY ADMINISTRATOR

COMMONWEALTH IRRIGATION AND LANDSCAPE CORPORATION

By: _____ 11-18-19
RODNEY COVINGTON Dated
PRESIDENT

Approved as to Form:

_____ 11/19/19
Asst. County Attorney Dated

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Approval of a Participation Agreement with to AT&T for NG911 and ESInet Core Services, Associated Project Budget Adjustment & Appropriation

Type:	Action
Agenda Title:	Approval of a Participation Agreement with to AT&T for NG911 and ESInet Core Services, Associated Project Budget Adjustment & Appropriation
Recommendation:	Approve the Participation Agreement between Spotsylvania County and AT&T for Next Generation 9-1-1 (NG911) and Emergency Services Internet Protocol network (ESInet) to provide successful and timely emergency services across jurisdictional boundaries when citizens call 9-1-1 in an emergency. This requirement is not only Virginia State mandated, but technology driven, as old technologies are being abandoned by telephone carriers and service providers. The participation agreement has been reviewed and approved as to form by the County Attorney's Office. Additionally, approve the attached associated project budget adjustment and appropriation.
Summary:	The Virginia Information Technologies Agency (VITA) is the State organization tasked with bringing NG911 to all governmental entities which operate 24-hour communication operations responsible for receiving and processing 911 calls for emergency services, referred to as Virginia Public Safety Answering Points (PSAPs). VITA has secured a grant to assist PSAPs with funding the transition from older systems to NG911. Fortunately, localities in the Commonwealth are able to leverage the Fairfax County Contract as a procurement vehicle with AT&T for NG911 Services that will make the process significantly easier (Fairfax County Contract Number 4400007825). Though the

9-1-1 Services Board is recommending the Fairfax County contract with AT&T for NG911 services, since it was awarded through a competitive process, each locality will need to determine the most appropriate path. Spotsylvania County staff recommends that we enter into a Participation Agreement (Attachment 1) to contract with AT&T Corp. to purchase necessary services. The contract with AT&T was cooperatively procured to ensure that each jurisdiction's system is interoperable with the regional NG911 core services and ESInets.

VITA has determined the cost for each PSAP to transition to NG911/ESInet. The one-time cost for Spotsylvania County's implementation is estimated to be $118,750.20. The 9-1-1 Services Board will pay directly for $88,750.20 of this cost and will reimburse the County for the remaining $30,000.00.

Additionally, the County will incur $175,956.84 in additional annual costs as a result of monthly NG911 service fees to AT&T. The 9-1-1 Services Board will reimburse the County for the additional annual cost of $175,956.84 for the first two years – FY 2021 and FY 2022 – but thereafter, the County will receive no State reimbursement for this on-going, annual increase in fees.

Spotsylvania has already submitted the Proposal Acceptance Letter (PAL) (Attachment 2) to the 9-1-1 Services Board who met on September 12, 2019. Our funding request has been approved (Attachment 3) for the NG911 Migration Program. These funding amounts are based on estimates at this point. As binding quotes are received, the 9-1-1 Services Board approved budget will be adjusted. The approval from the 9-1-1 Services Board was for the specific equipment or services and contingency funding will be available should the final cost be slightly higher so long as the original scope of the effort does not change. Similarly, if the final cost is lower, the 9-1-1 Services Board approved budget will be adjusted lower. That additional funding cannot be shifted to another part of the project.

Financial Impact:

A Migration Proposal (MAP) (Attachment 4) has been developed by VITA in conjunction with AT&T, Verizon and Spotsylvania County IS staff. This document lays out the plan for implementing the NG911/ESInet for Spotsylvania County. Included in the document is the breakdown of the non-recurring and recurring costs, diagrams of the new fiber runs depicting geodiversity and redundancy of the network,

information on our current Motorola VESTA E911 phone system and stats on Spotsylvania's GIS data that now meets the required standard of 98% set by VITA for the NG911/ESInet to perform.

As a placeholder for this project, staff requested and the Board previously adopted a project budget to include $1.2 million in assumed grant funding and $200,000 in local costs. Now that the estimated costs have been received from the State, staff is requesting a modification of the project budget through the attached budget adjustment and appropriation. This adjustment reduces the capital project costs to only the $30,000 the County will be reimbursed for in FY 2020 and maintains $50,000 in local funding in case additional project costs arise during implementation. The on-going added operating cost of $175,956.84 will be included in the FY 2021 and subsequent General Fund budgets and will be funded by an equivalent amount of State grant funding for FY 2021 and FY 2022.

Staff Contacts:

Jane Reeve, Chief Information Officer
Keith Pusso, Information Services, Division Director Public Safety
Brad Quann, Procurement Manager

Legal Counsel:

Jessica DesNoyer, Assistant County Attorney

Additional Background/Other Considerations:

Joining ESInet/NG911 will allow:
• Spotsylvania's use of the VITA Grant for project start-up costs.
• Efficient transition of GIS data to NG911.
• Regional interoperability for distributing and transferring 911 calls across the region.
• A coordinated and regional deployment of 911 services.
• Allow Spotsylvania to no longer be served by outdated Verizon selective telephone routers.
• Bring Spotsylvania to NG911 and provide a more stable delivery platform for 911 calls.
• Eliminate future start-up costs for NG911 as well as pay for 24 months of the increased costs.

Consequence of Denial/Inaction:

Failure to approve the participation agreement would not allow Spotsylvania County to fully participate in the coordinated implementation of the NG911/ESInet system and receive funding from VITA.

ATTACHMENTS:

File Name	Description	Type

Attachment_1_-_Participation_Agreement_-_Spotsylvania_County___AT_T_-_signed_by_AT_T.pdf	Participation Agreement	Agreement
Attachment_2_-_Proposal_Acceptance_Letter_(PAL).docx	Proposal Acceptanace Letter	Backup Material
Attachment_3_-_Spotsylvania_NG-911_Funding_Award_Letter.pdf	Funding Request	Backup Material
Attachment_4_-_Migration_Proposal.pdf	Migration Proposal	Backup Material
Adjustment_to_NG911_Project_Funding_-_Appropriation.doc	Appropriation	Appropriation
Adjustment_to_NG911_Project_Funding_-_Budget_Adjustment.docx	Budget Adjustment	Backup Material

Participation Agreement No. 20191125-6482

145119UA

PARTICIPATION AGREEMENT

WHEREAS, AT&T Corp. ("AT&T") and Fairfax County are parties to that Contract Number 4400007825 for Next Generation Core Services Solution (NGCS), between the County of Fairfax and AT&T Corp., dated August 8, 2017, including the Acceptance Agreement, the Memorandum of Negotiations, and all attachments and documents incorporated therein (the "Fairfax Agreement"); and

WHEREAS, Spotsylvania County ("Participant") wishes to purchase certain AT&T ESInet™ [and optional] services from AT&T under the same terms and conditions provided for in the Fairfax Agreement;

NOW, THEREFORE, PREMISES CONSIDERED, PARTICIPANT AND AT&T AGREE AS FOLLOWS:

1. This Participation Agreement is made between Participant and AT&T (collectively, the "Parties"), and is effective on the date when first signed by both parties. Fairfax County is not a party to this Participation Agreement and takes on no obligations and receives no entitlements as a result of this Participation Agreement.
2. Participant agrees to purchase AT&T ESInet™ [and optional] services in accordance with the terms, conditions, and pricing contained in the Fairfax Agreement, attached hereto as Exhibit "A", as specified in more detail in Participant's purchase order(s) attached hereto as Exhibit(s) "B" [attach B-1, B-2, B-3, as needed].
3. Participant agrees to be bound by and pay for all services obtained pursuant to this Participation Agreement and agrees that all terms, conditions, rights and remedies under the Fairfax Agreement applicable to Fairfax County are fully enforceable against Participant as if Participant were the "County" or "Fairfax County" under the Fairfax Agreement. AT&T agrees to provide the AT&T ESInet™ [and optional] services to Participant pursuant to the terms and conditions of the Fairfax Agreement and this Participation Agreement.
4. Under this Participation Agreement, all orders for services must be entered no later than August 7, 2025. Services obtained under this Participation Agreement will terminate on or before August 7, 2027, or such earlier date as may be set forth in an individual purchase order.
5. This Participation Agreement may not be assigned by Participant. Any such assignment shall be null and void.
6. AT&T may disclose the fact of Participant's participation to Fairfax County. Such disclosures may include Participant's name, services purchased, monthly or annual usage, total billings and payment status.
7. In the event of a conflict between the terms contained in this Participation Agreement and the Fairfax Agreement, the terms of this Participation Agreement shall control.
8. Any required notices under this Participation Agreement shall be in writing and shall be sent to the office of the recipient set forth below or to such other office or recipient as designated in writing from time to time:

To Participant:

Name: Keith Pusso
Title: IT Division Director - Public Safety
Address: 8800 Courthouse Road
Spotsylvania, VA
22553

To AT&T:

Name: Edgar Perdomo Esteban
Title: Client Solutions Executive
Address: 7229 Parkway Dr.
Hanover, MD 21076

9. This Participation Agreement constitutes the entire agreement between the parties. This agreement supersedes all prior agreements, proposals, representations, statements or understandings, whether written or oral concerning the services. This agreement shall not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, or service descriptions not expressly set forth or incorporated by this Agreement.
10. Each signatory below represents that he or she is authorized to sign this Participating Agreement on behalf of the party designated.
11. This Agreement shall be void if not executed by Customer and received by AT&T within 30 days of the date AT&T executed the Agreement, or if Customer alters, adds or deletes any of the provisions in the version executed by AT&T.

IN WITNESS WHEREOF, AT&T and Participant have caused this Participation Agreement to be executed by their duly authorized representatives as of the date written below.

AT&T Corp.

By: Laura Morales
(by its authorized representative)

Laura Morales
(Typed or Printed Name)

Contract Specialist CGI
(Title)

26 Nov 2019 kg091v
(Date)

Customer

By:_____
(by its authorized representative)

Edward Petrovitch
(Typed or Printed Name)

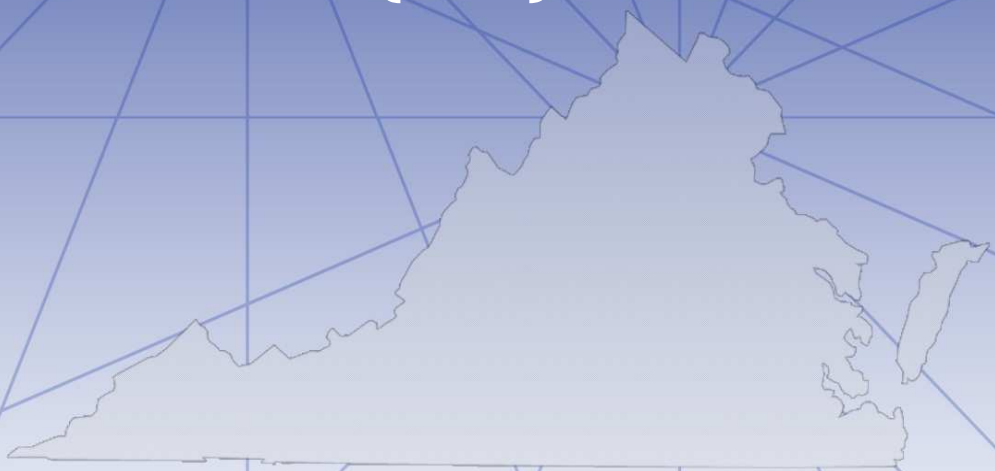
County Administrator
(Title)

(Date)

Virginia Information Technologies Agency

Commonwealth of Virginia
Next Generation 9-1-1

Proposal Acceptance Letter
(PAL)



May 24, 2018

www.vita.virginia.gov

Virginia Information Technologies Agency

Proposal Acceptance Letter (PAL)

Purpose

The Proposal Acceptance Letter (PAL) functions as the funding request for the NG9-1-1 Migration Program. Primary PSAPs and secondary PSAPs currently served by a selective router pair are eligible to submit a PAL and request funding from the 9-1-1 Services Board (the "Board"). The PAL confirms a PSAP's acceptance of the information contained in their NG9-1-1 Migration Proposal (MP) and signals their intent to deploy NG9-1-1. The PAL should be submitted to the electronic mailbox for the PSAP Grant Program - psapgrants@vita.virginia.gov.

The funding cycle for the NG9-1-1 Migration Program starts on July 1, 2018 and remains open throughout the NG9-1-1 deployment period. The 9-1-1 Services Board will review funding requests received no later than 45 calendar days in advance of each regularly scheduled meeting. A Grant ID and email receipt notification will be sent to the e-mail address listed on the PAL.

The funding amount requested in the PAL should not exceed the recurring and non-recurring cost estimates contained in the MP. After reviewing a PSAP's MP and PAL, the Board will approve funding for specific equipment and services. Contingency funding will be available should the final cost be slightly higher so long as the original scope of the effort does not change. Similarly, if the final cost is lower, the budget will be adjusted lower. This additional funding cannot be shifted to another part of the project. Also, if a PSAP's MP needs to be revised for a material change after it has been approved by the Board, an additional PAL would need to be submitted to obtain any additional funding.

When the Board approves a PSAP's funding request, the PSAP will be expected to execute a contract vehicle with a NG9-1-1 solutions provider within three months of the award date. If a PSAP needs additional time to execute this contract, the PSAP will need to request an extension from the Board. The PSAP will also be expected to complete all identified NG9-1-1 ready implementation steps within three months of the scheduled deployment date. Funding for approved equipment and services may not be immediately available to a PSAP. ISP staff will provide a spending plan, specific to a PSAP's deployment schedule, that details in which year of the deployment period funding will for available to the PSAP.

Local Project Manager (Contact)

PSAP/HOST PSAP NAME: Spotsylvania County

CONTACT TITLE: IS Division Director Public Safety

CONTACT FIRST NAME: Keith

CONTACT LAST NAME: Pusso

ADDRESS 1: 9119 Dean Ridings Ln

ADDRESS 2: Click here to enter text

CITY: Spotsylvania

ZIP CODE: 22553

CONTACT EMAIL: kpusso@spotsylvania.va.us

CONTACT PHONE NUMBER: 5405077508

CONTACT MOBILE NUMBER: 5407607835

CONTACT FAX NUMBER: Click here to enter text

Financial Information

Amount Requested: $ 459,513.02

Date of Completed Migration Proposal: November 1, 2018

PSAP preference for Board payment on behalf of PSAP for incurred eligible NG9-1-1 expenses:

☒ Yes ☐ No

COMMONWEALTH of VIRGINIA

Virginia 9-1-1 Services Board

Jeffrey D. Stern
Chairman
VDEM

Hon Kevin W. Hall
Sheriff
Vice Chairman
City of Covington

David A. Von Moll
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City of Winchester

Gary Critzer
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City of Waynesboro

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City of Franklin

Terry Ellis
Comcast

R. Scott Garber
Fire Chief
City of Staunton

Danny Garrison
Richmond Ambulance Authority

Pete Hatcher
AT&T

Jeffrey T. Merriman
Verizon Communications

Lee W. Miller III
Major
Virginia State Police

Nelson P. Moe
CIO - VITA

Seth Weise
Sprint

Kelvin Wright
Chief of Police
City of Chesapeake

Jolena Young
Twin County

Shawn Talmadge
Office of the Governor
Advisor

Dorothy Spears-Dean
PSC Coordinator
(804) 416-6201

Terry D. Mayo
Board Administrative Assistant
(804) 416-6197

September 23, 2019

Spotsylvania PSAP:

This letter serves as confirmation of the Virginia 9-1-1 Services Board (the "Board") approval of the County of Spotsylvania PSAP's NG9-1-1 funding request for costs needed for NG9-1-1 implementation. The amount awarded is listed below and is based on estimated costs and related information contained in the version of your NG9-1-1 Migration Proposal (also listed below) referenced in your funding request:

PSAP Name and Funding ID	Spotsylvania NG911-065
Date of Award by the 9-1-1 Services Board	September 23, 2019
End of funding period for your grant award (36 months from date of award unless granted an extension by the Board)	September 23, 2022
NG9-1-1 Deployment – Amount Awarded	$459,513.02
PSAP preference for Board payment on behalf of PSAP for incurred eligible NG9-1-1 expenses: Yes – Direct payment where possible No – Full reimbursement basis	Yes

Migration Proposal Date	November 1, 2018
Migration Proposal NG9-1-1 Service Provider	AT&T
Contract Vehicle upon which the Migration Proposal is based	Fairfax County contract w/ AT&T
Deadline for executing a contract vehicle with the NG9-1-1 Service Provider listed above (3 months after date of award)	December 23, 2019
Scheduled NG9-1-1 Deployment Window	July 2020 – December 2020

Funding awards are non-binding until a locality selects an NG9-1-1 solutions provider by executing a contract. The Board recognizes this is a local decision. If you wish to accept this funding request using the NG9-1-1 solutions provider listed above, the Board expects your locality to execute a contract vehicle with the identified NG9-1-1 solutions provider within three months of the date of your award, unless the Board grants an extension. However, if requested by the PSAP, ISP staff can prepare a migration proposal for a different NG9-1-1 solution provider and the locality can also submit a funding request using this new migration proposal.

The Board is committed to a statewide deployment of NG9-1-1 that is consistent with NENA's i3 standard and reserves the right to add subsequent conditions to your migration proposal and revise the funding award for this purpose. Funding for any additional non-recurring costs related to these conditions will be considered by the Board and you will receive a revised award letter, if approved.

Since NG9-1-1 deployments will be occurring by selective router regions over a multi-year period, portions of your funding may not be immediately available and may be distributed over different fiscal years. The spending plan below is based on your scheduled NG9-1-1 deployment window listed above and in your migration proposal. This plan lays out when approved funding for each category will be available. The goal is to complete all identified NG9-1-1 ready implementation items (CHE equipment and GIS data) at least three months in advance of your PSAP's scheduled deployment time period.

NOTE: Before contracting for a service or committing any local funding, you should consult this spending plan and coordinate expenditures with your Regional Coordinator. This action will ensure that you will be reimbursed for any local funds spent for items identified in your migration proposal.

Depending on the preference you selected in your Proposal Acceptance Letter, the Board may pay some of your NG9-1-1 deployment costs on your behalf. If applicable, the specific costs will be identified in your spending plan included in this letter. Payment for the remaining NG9-1-1 deployment costs will be made on a reimbursement basis.

Fiscal Year	Category	Amount	Payer
FY21	NG9-1-1 NRC	$ 4,000.00	Board
FY20	CHE i3 Services	$ 30,000.00	Locality
FY23	CHE Replacement	$ 0.00	Locality
FY20	Text to 9-1-1	$ 0.00	Locality
FY20	Voice Logging	$ 0.00	Locality
FY20	ECaTS NRC	$ 1,000.00	Board
FY20	Rack	$ 0.00	Locality
FY20	Diversity	$ 61,774.14	Board
FY20	GIS Data	$ 0.00	Locality
FY21	Legacy 9-1-1	$ 10,825.20	Board
FY21	Monthly Delta	$ 175,956.84	Locality
FY22	Monthly Delta	$ 175,956.84	Locality

Finally, funding for approved equipment and services may not be immediately available to the PSAP. ISP staff will provide a spending plan, specific to the PSAP's deployment schedule, that details in which year of the deployment period funding will be available to the PSAP.

If you have any questions, please do not hesitate to contact your Regional Coordinator or me via email.

Sincerely,

Lisa Nicholson

Lisa Nicholson
Public Safety Program Manager

Commonwealth of Virginia
Next Generation 9-1-1

Spotsylvania County
PSAP/GIS Specific
NG9-1-1 Migration Proposal

November 1, 2018

www.vita.virginia.gov

PSAP/GIS Specific NG9-1-1 Migration Proposal

Executive Summary

This migration proposal is being prepared for the **Spotsylvania County PSAP** based on the Fairfax County contract with **AT&T**. **Keith Pusso** shall be the primary contact.

The Commonwealth has been discussing and planning for next generation 9-1-1 (NG9-1-1) for nearly a decade. With significant advances of the technology, capabilities and functionality of an NG network, now is the time to move from planning to implementation. The question is not if the Commonwealth should deploy NG9-1-1, but rather, how should the Commonwealth deploy NG9-1-1. There is no option for not deploying it. Since 9-1-1 is a local service, it is up to each locality to determine how they will move forward with NG9-1-1 deployment. To aid that decision, the 9-1-1 Services Board (the Board) adopted the Virginia NG9-1-1 Deployment Plan in January 2018. That plan proposed the methodology and process to guide the 9-1-1 Services Board and Commonwealth as a whole, through this deployment. Fortunately, localities in the Commonwealth are able to leverage a project in Northern Virginia for both lessons learned and a procurement vehicle that will make the process significantly easier. Though the Board is recommending the Fairfax County contract with AT&T for NG9-1-1 services since it was awarded through a competitive process, each locality will need to determine the most appropriate path. The Board and VITA are positioned to provide assistance, and to assure a seamless, unified network.

Regardless of the locality's decision, all stakeholders in the 9-1-1 ecosystem must work together on deployment. A primary goal of NG9-1-1 is to ensure calls and information received in one locality can be transferred to any surrounding locality even if it is to another state. Accomplishing that will require continual coordination, communications and cooperation among the stakeholders throughout the deployment process. The cost of failure is too high. Each stakeholder in the 9-1-1 ecosystem must work together and ensure a smooth transition to NG9-1-1.

A Migration Proposal is being developed for each locality (or groups of localities if served by a consolidated public safety answering point or PSAP) to provide information about the AT&T solution, prerequisite work needed within the PSAP and the expected costs and funding provided by the Board. The goal of this document is to provide each PSAP/locality with all of the information needed to evaluate the AT&T solution and determine whether it will meet the local needs. No locality should feel obligated to accept this proposal as they may use an appropriate procurement process for these services. This is simply to provide more information about services that are already available through an existing contract.

The Commonwealth's goal is to have all PSAPs fully deployed with the National Emergency Number Association (NENA) i3 standard. This standard states that all 9-1-1 calls are delivered to the PSAP on IP circuits with associated caller location data. If the equipment or GIS data in the PSAP is not capable of supporting the NENA i3 standard, interim solutions are available. These solutions allow calls to be delivered to the PSAP as IP, but then be converted back to analog for interface with the PSAP's systems. This interim solution established the PSAP's connection to the ESInet and will serve as the initial migration to NG9-1-1. After system and/or GIS data upgrades are complete the PSAP will be able to reach a full i3, NG9-1-1 environment. While AT&T will conduct a more exhaustive assessment after the PSAP executes a participation agreement, the review ISP performed for this proposal indicates that the **Spotsylvania County PSAP** will need to upgrade their current Vesta 911 software or have in place an i3 functional CHE that has been approved on the AT&T ESInet™ to be able to implement the full NENA i3 standard without the need for any interim or transitional steps. Some work on their GIS data will be required, but it should not impact the deployment schedule.

Solution Overview

AT&T is offering their Next Generation ESInet solution throughout Virginia as a solution that will facilitate a transition from legacy 9-1-1 networks to networks capable of supporting the growing demands of a mobile society. AT&T's solution supports key NENA i3 capabilities today, while forming the basis of a true NG9-1-1 platform that will support multimedia emergency services as standards are solidified in the industry.

The AT&T ESInet™ solution is a combination of a world class IP network and the NG9-1-1 components. Their ESInet solution (delivered as a service) comes complete with a full suite of advanced features, management services and tools to help ensure they provide the best possible service to each PSAP and ultimately the citizens they serve.

The AT&T ESInet™ solution provides the public safety community with an i3 architecture built from the ground up. AT&T's commitment to the NENA i3 standard is based on years of contributions to NENA standards committees and understanding the evolving needs and requirements of the Public Safety community. The AT&T solution is not just "i3 like," or "i3 aligned." As elements of the i3 standard continue to be ratified, updated and enhanced—AT&T will continue its commitment to i3. The AT&T ESInet™ services will provide Virginia everything needed to deliver the critical foundational components of an industry standard i3 solution delivered over the worlds most advanced IP network.

AT&T ESInet™ Included Features

- Initial build-out with expandable capacity
- Nationally distributed, geographically diverse and redundant service architecture
- Pre-deployed ESInet Call Processing Centers in AT&T datacenters across US
- Aggregation Centers (AGC) in AT&T Central Offices across the US to easily augment growth capacity
- Initial call processing capacity more than twice current US E9-1-1 call volumes
- NENA i3 compliant
- High availability design (99.999% availability)
- 6 core redundant architecture
- Redundant ALI database
- Interoperable with neighboring PSAPs
- Defense in depth security
- Text to 911 – National TCC Provider
- IPV6 capable
- Reporting Suite
- Full lifecycle management
- End to end management and monitoring
- Fully resourced team to install and support
- Full Business Continuity/Disaster Recovery organization
- Dedicated Program / Service Manager

The proposed solution provides a secure IP-based network with no single point of failure. With no single point of failure, the solution includes six ESInet data centers located at AT&T facilities throughout the country. The ESInet will provide the core for a robust emergency services IP network that assures call delivery. The AT&T solution enables call delivery into a legacy PSAP environment, an IP-enabled 9-1-1 PSAP, or to peer ESInets. AT&T and West Corporation have deep security and support provisions in

place. AT&T has demonstrated experience in cybersecurity. All of this is backed by AT&T's 24/7/365 Resolution Center, AT&T Labs, AT&T's world class project management and service delivery organizations.

Additional information about the AT&T solutions and the contract with Fairfax County can be found at: https://www.fairfaxcounty.gov/cregister/ContractDetails.aspx?contractNumber=4400007825

PSAP Call Handling Systems and Applications

Each PSAP system and application that interfaces with the 9-1-1 call must be assessed to determine if it will be compatible with NG9-1-1. This section of the migration proposal identifies each major system, assesses its readiness and outlines any upgrades that must or could be implemented with NG9-1-1.

Call Handling Equipment

Obviously, the PSAP's call handling equipment (CHE) is the primary system that interfaces with the 9-1-1 network. As such, it is likely the one that will require the deepest assessment and potential upgrades to operate with the NG9-1-1 network. CHE that is non-vendor supported (NVS) (or will become NVS during the transition period) or cannot be upgraded to be NG9-1-1 capable will be identified for replacement, but will be subject to the funding limits currently in place for the PSAP grant program ($150,000 individual or $200,000 shared services). This may also apply to technology refreshes of hardware due to becoming NVS or operating systems becoming end-of-support. The current CHE in the PSAP has been identified as:

- CHE manufacturer: **Motorola**
- CHE model: **VESTA 911**
- CHE version number (clients): **7.0**
- CHE version number (server): **7.0**
- CHE maintenance provider (channel): **Carousel Industries**
- CHE Geodiversity: **Yes (B side at 9104 Courthouse Rd. Spotsylvania, Va)**
- Number of positions: **10**
- SIP capable: **Yes**

This CHE will require an upgrade to Vesta 7.2 to implement the full i3 interface. This upgrade will require the purchase of two firewalls to connect to the ESInet. However, if the PSAP deploys text to 9-1-1 with the direct IP solution prior to NG9-1-1 migration, these firewalls will already have been purchased and can be used for both purposes.

The PSAP indicates the planned replacement of their CHE in **July 2022**. This is after their planned NG9-1-1 migration. Any new CHE will need to be tested and i3 functional on the AT&T ESInet.

Text to 9-1-1

Text to 9-1-1 can be deployed web-based on a separate computer or integrated with the CHE. While the former is typically at no cost, the latter tends to have a cost associated with it. Though text to 9-1-1 will be a base feature of NG9-1-1, the passage of Senate Bill 418 in the 2018 General Assembly requires all PSAPs to implement text to 9-1-1 by July 1, 2020. The **Spotsylvania County PSAP** currently has a grant to deploy a text to 9-1-1 solution and plans to do so by June 2020. No additional upgrade or change is required with the deployment of NG9-1-1.

Computer-Aided Dispatch

A computer-aided dispatch (CAD) system usually receives 9-1-1 location information (ALI) through an interface with the CHE. As a result, the change to NG9-1-1 should not have an impact on a CAD system.

However, an assessment is made to determine if that is the case and if any options are available from the CAD vendor that could improve operations after NG9-1-1 is deployed. Any required upgrades would be funded through the Board, but any options to improve operations would be at the PSAP's expense. Additionally, as a reminder, CAD system replacement is no longer funded through the PSAP grant program so PSAPs need to plan for its replacement locally. The current CAD system has been identified as follows:

- CAD vendor: **Securus Systems (transitioning to Sungard)**
- CAD software version: **XCAD 8.5**
- CAD interfaces: **Not at this time but will be set up in the future**
- Method of data transfer: **Will be a serial connection**

This CAD system has been determined to not require any upgrade or modification with the deployment of NG9-1-1.

Mapping Display System

Similar to a CAD system, a mapping display system usually receives 9-1-1 location information (ALI) through an interface with the CHE or is part of the CHE or CAD. As a result, the change to NG9-1-1 should not have an impact on a mapping display system. However, an assessment is made to determine if that is the case and if any options are available from the mapping vendor that could improve operations after NG9-1-1 is deployed. The current mapping display system has been identified as follows:

- Dispatch Mapping Vendor: **MSAG Data Consultants, Inc**
- Dispatch Mapping Software Version: **Eagle v6.5**
- Method of data transfer: **Serial**

This mapping display system has been determined to not require any upgrade or modification with the deployment of NG9-1-1.

Voice Logging and Recording

Typically, the audio recorded by a voice logging recorder is generated by the CHE. Though not a best practice, it is possible to record audio directly from the incoming 9-1-1 trunks so an assessment must be performed to ensure that audio from 9-1-1 calls will still be recorded after the deployment of NG9-1-1. The current logging system has been identified as follows:

- Logging Recorder Vendor: **Exacom**
- Logging Recorder Model: **Hindsight G2 Platform**
- Logging Recorder Software Version: **10.1.0.5**
- Audio Origination Point: **Positions**

It is important to note that with an IP connection, audio is not present on the circuit until the CHE responds with an answer code. This is usually not until it is answered by a call taker, though it could be earlier if an audio message is played for the caller (which technically requires the CHE to answer the call to play the message). This voice logging recorder system has been determined to not require any upgrade or modification with the deployment of NG9-1-1.

Data Analytics

Though the ECaTS data analytics application is provided to all PSAPs by the 9-1-1 Services Board, some PSAPs still use a second application, native to the CHE, for data analytics in the PSAP. While the Board

will directly fund the upgrade to ECaTS to handle NG9-1-1, the local data analytics application may also need to be upgraded. The current data analytics application has been identified as follows:

- Primary Data Analytics System: **Vesta Analytics 3.1**
- Data Analytics Vendor: **Motorola**

Any updates required to the local data analytics system in support of i3, will be the responsibility of the PSAP.

Outcall Notification Systems

The PSAP currently uses Everbridge as their outcall notification system. AT&T will provide quarterly subscriber data for use in this system at no cost. It is important to note that this data's use is limited to the outcall notification system and cannot be used for other purposes.

Other Systems or Applications

No other systems, that interface with the 9-1-1 call flow have been identified that will impact the PSAP's readiness for NG9-1-1.

Rack Space

The AT&T solution requires four units (4U) of rack space in the PSAP equipment/computer room for networking equipment. The rack must also have available electrical connections and be properly grounded. The PSAP has confirmed that this space is currently available.

Coordination with Open Grants

The PSAP currently has one open grant:

1. **FY19 – CHE Text to 9-1-1 - $65,054**

GIS Data Preparation

GIS Data Sources

Currently, the **Spotsylvania County GIS** maintains all of the GIS data for the PSAP and will be the source for all GIS data required for NG9-1-1 geospatial routing; however, other departments within the locality may contribute data or manage various processes. It is the responsibility of **Spotsylvania County GIS** to aggregate the GIS data required for the PSAP and NG9-1-1.

Locality GIS Data Readiness

Geospatial data drives the routing of NG9-1-1 calls. It is imperative that road centerline and address point data layers are highly accurate and well maintained. In 2016, VITA conducted an analysis of these data against the existing automatic location identification (ALI) database and master street address guide (MSAG) to help determine readiness and provided a report to each PSAP of the results. This analysis has been repeated making adjustment to the logic to ensure it matches the methodology used by AT&T in their analysis. The goal is to have 98% of all addresses in the current ALI database geocode against the locality's road centerline data layer. Once the 98% threshold recommended by NENA is met, the PSAP is ready to deploy NG9-1-1. Since matching to the address point is more accurate, VITA is recommending the additional goal of matching 98% of ALI database addresses when geocoded against the address point data layer. If either of these goals in not achieved, then GIS data work must be completed to meet or exceed these goals. While financial support from the PSAP grant program may be available to fund this work, localities with GIS programs will be encouraged to make the necessary corrections in house if resources and time before deployment permits.

These are preliminary results based on expected data criteria of AT&T, and will be retested directly by AT&T after the execution of the participation agreement. This analysis provides the PSAP and their GIS support with an estimate of the extent of potential errors and helps identify the issues that need to be resolved. ISP staff including a GIS analyst and/or regional coordinator will begin working with the GIS data maintenance provider (internal or external) to identify and correct the GIS data or ALI data and achieve a higher match rate and thus more accurate geospatial routing.

Though there are other types of errors that may exist in the GIS data used by the PSAP (such as parity or cartography errors), these do not usually impact the routing of a 9-1-1 call. As a result, as part of this effort, only corrections that impact routing the 9-1-1 call will be required. PSAPs, in coordination with their GIS support, are encouraged to look more broadly at their data and work to improve its overall quality as well.

The 2018 MSAG/ALI/GIS analysis for the PSAP determined the current match rate to be as follows:

- Road Centerline (RCL) – **96.3%**
- Address Point – **94.1%**

The primary issue with the RCL data is differences in street names between the ALI and GIS data. Correcting the street names so they match would increase the match rate for RCL to **99.4%**. The analysis also determined that no more than ten addresses were responsible for many of the address point discrepancies. Resolving no more than ten addresses will increase the result to **97.8%**. During July 2018, VITA will send each PSAP and/or GIS manager a report detailing this analysis, and identifying the specific ALI records that could not be matched to the RCL or address point data. To resolve these ALI address discrepancies, there are potentially four actions that will need to take place:

1. **Add a record to the GIS** – When the ALI database has correct addresses that have not been added to the GIS data, the addition of data needs to occur. This may entail adding a road segment to the RCL or a point to the address points.
2. **Change attribution in the GIS** – When an ALI record has a correct address but the RCL or address point attribution is incorrect the discrepancy in the GIS data must be resolved. A common issue is a difference with the street name or street type between the ALI and the GIS data. Often, this issue can be corrected using a batch script process. VITA staff can assist.
3. **Change attribution in the ALI database** – When the RCL or address point has the correct address but the ALI record is incorrect, the discrepancy in the ALI database may need to be resolved. Again, this is often caused by differences in the street name or street type between the records. If necessary, AT&T can make batch changes as they load the ALI database into the ESInet.
4. **Determine that the discrepancy is not an error** – There are often ALI records associated with telephone numbers that can never actually dial 9-1-1. They could be pilot numbers for a multi-line telephone system, foreign exchanges or shell records for wireless calls. While many of those records were filtered out of the analysis, some may still be within the data. These ALI records need to be identified and removed from the match rate calculation. VITA staff will assist with this process.

In addition to the requirement for ALI address matches, there are five GIS data reviews that AT&T conducts on the GIS data to ensure there are no errors that would cause issues or uncertainty when routing a 9-1-1 call. As an example, duplicate GIS data could cause a search for an address to result in two or more matches. Since certainty of a location is important, checks are performed to ensure no duplicate data exist. The following is a list of the additional analyses performed and the number of records that were found to be in error that will need to be corrected:

- Road centerline has duplicate address ranges - **369**
- Road centerline has right or left side overlapping address range - **132**
- Road centerline has street name attributes not meeting Virginia, USPS, & NENA standard - **8**
- Address point Is duplicate, has no street name, or no address number - **180**
- Address point street name and road centerline street name mismatch - **12**

All of these errors will be also included in the analysis delivered to the PSAP and GIS Manager in July 2018. This includes geospatial data identifying each specific error that can be viewed in ArcMap. Utilizing this information will assist in error identification and correction.

Regardless of how they are resolved, **Spotsylvania County GIS** will need to resolve these issues through internal resources, at least three months prior to the targeted deployment date

PSAP Boundary

This is a GIS polygon data layer that defines the area of responsibility for each PSAP. The PSAP boundary must be agreed to by all adjoining PSAPs, thus its development must be a regional effort. VITA ISP will support the regional development and maintenance of a statewide PSAP boundary. This PSAP boundary layer is essential to routing 9-1-1 calls based on caller location by either civic address or coordinate location. This layer must not have gaps or overlaps to ensure correct call routing. VITA will develop a best practice to guide each PSAP through this process, which can also be facilitated by the VITA ISP regional coordinator.

Authoritative GIS Data Source Boundary

This polygon layer defines the area of authoritative GIS data sources, with no unintentional gaps or overlaps. The boundary must be agreed to by all adjoining data provisioning providers. Edge-matching conformance is ensuring that one and only one entity is responsible for maintaining each piece of GIS data within a PSAP. Within a PSAP boundary, there may be multiple sources for authoritative GIS data as a combination of cities and counties. The GIS sources within the PSAP need a common and agreed-upon understanding for the maintenance of each feature and the provisioning boundary of responsibility. Making sure there is agreement of that point and ensuring each locality is only providing data where they are the authoritative GIS data source are the purpose of this assessment. External edge-matching conformance addresses boundaries between neighboring PSAPs to ensure that there are no overlaps or gaps in the maintenance of GIS data. Geometric features need to meet at the agreed upon boundary.

MSAG transition/confirmation

In order to accommodate originating service providers (OSP) that are not fully i3 capable, AT&T will maintain a master street address guide (MSAG) as part of the NG9-1-1 solution. While the existing MSAG can be used and maintained, generating a new MSAG from local GIS data is a better solution since existing GIS data is generally of superior quality than the MSAG. To use GIS data to generate the MSAG, an emergency service number (ESN) data layer must exist or be created. The PSAP has **2 ESNs** for their area of responsibility. **Spotsylvania County** does not currently have an ESN boundary layer depicting this area, but will work on developing one. When complete, they will utilize a GIS generated MSAG with the migration to NG9-1-1.

Ultimately, ESN and community name need to be attribute fields in the address points and road centerlines layers to support call routing until the OSP can transition to i3. If these attributes are not part of a locality's existing maintenance workflow or GIS database, they can be created by building a separate polygon layer and transferring these values to the centerline segments (commonly referred to as a spatial join). The spatial join method can be implemented as part of the workflow for preparing to transfer GIS data to AT&T to ensure these fields are accurately populated.

GIS Ingest Readiness

Localities may choose to implement AT&T's tools and workflows for ongoing maintenance of GIS data, or may choose to continue using internal workflows or third-party support services. As GIS data is updated, regardless of the tool set or service provider, the GIS datasets must be provided to the spatial interface (SI). The SI provisions the updated GIS data to drive location validation and call routing functions in the ESInet.

Localities choosing to adopt or transition to the AT&T toolset will have a defined workflow for providing updated GIS data. Localities wishing to use existing tools, acquire third-party tools, or rely on a service provider will need to ensure the workflows are in place to accept and resolve discrepancy calls (formalized requests to update GIS datasets), and periodically transfer updated GIS datasets to the AT&T spatial interface. This section will establish the path and milestones for completing this work.

Data maintenance Workflow/Procedures

The quality of GIS data diminishes over time unless it is properly maintained. It is important that localities document GIS data maintenance workflows and validations to ensure synchronization across GIS layers. This can include periodically ensuring conformance of edge matching of GIS data at shared boundaries. VITA has confirmed that the GIS organizations supporting the PSAP have appropriate internal data maintenance procedures/discrepancy management workflows.

Call Routing

The ultimate goal for all PSAPs is to use geospatial (i3) routing for all 9-1-1 calls. This solution uses all the NENA i3 standards for delivering voice and data directly into the PSAP's CHE. 9-1-1 call routing is based on the PSAP-provided GIS data. The ESInet router hands off the call to the PSAP networking equipment (router or firewall). The PSAP's CHE must be able to receive the voice call via SIP. Location data delivered via SIP using PIDF-LO, and would perform all the i3 protocols such as LoST and HELD.

If the PSAP's CHE is not NG9-1-1 capable or the geospatial data is not ready for deployment, a PSAP can still connect to the ESInet with an interim solution for call delivery. This will allow the PSAP to migrate on schedule, and they can implement geospatial (i3) routing when the GIS data is suitable for this use and the CHE is i3 capable.

The two interim solutions are as follows:

Legacy PSAP Gateway - This solution allows the PSAP to be connected to the ESInet through a network gateway. In this call delivery configuration, the call is routed with the legacy MSAG and ALI data, however this is done over the IP network. Once the call reaches the gateway, the voice data is converted to analog and processed over an analog voice circuit to the PSAP's CHE. This does not require any upgrade to the CHE and as mentioned uses a legacy ALI lookup. The ALI lookup would use a standard serial connection (in this case to the legacy PSAP gateway placed in the PSAP) to retrieve location information.

Transitional SIP - This solution uses an IP (SIP) connection to get the voice call directly into the PSAP's CHE. The ESInet router passes the call to the PSAP networking equipment (router or firewall). The PSAP's CHE must be capable of receiving the voice call via SIP. The CHE would still use a legacy ALI lookup. The ALI lookup would use the standard serial connection (in this case to the ESInet routers) to retrieve location information. MSAG and ALI are still used to conduct the routing.

Again, the ultimate goal for all PSAPs is to geospatially route all 9-1-1 calls. If the geospatial data meets the accuracy goals, a PSAP should be able to deploy NG9-1-1 with geospatial routing. If for some reason, this cannot be accomplished, interim solutions are available to allow the PSAP to deploy on schedule, and they can convert to geospatial routing later.

Based on an assessment of the CHE and GIS data, geospatial routing can be implemented initially with NG9-1-1 and no interim solution will be necessary. While some GIS data correction must take place, the PSAP is committed to correcting those issues well in advance of the required milestone and to maintain that data through the transition period.

Call Transfers

During the transition to NG9-1-1, the AT&T ESInet will be interconnected with all selective routers from Verizon and CenturyLink to ensure that calls received by PSAPs that have deployed NG9-1-1 can be transferred to PSAPs on the legacy E9-1-1 network and vice versa. No ability to transfer calls will be lost during the transition when neighboring PSAPs may be on different networks.

Post deployment, all Virginia PSAPs should be on an ESInet and should be able to transfer calls among PSAPs with accompanying location data. Even if more than one ESInet is deployed from different solution providers, the goal is that they are interconnected and calls can be transferred between them.

Network

The NG9-1-1 solution offered by AT&T is a service; therefore, the network is provided as part of that service. However, there are several issues impacting the network that may be outside of this service that must be considered. The configuration of the PSAP's connection to the network will be based on the legacy E9-1-1 network information as follows:

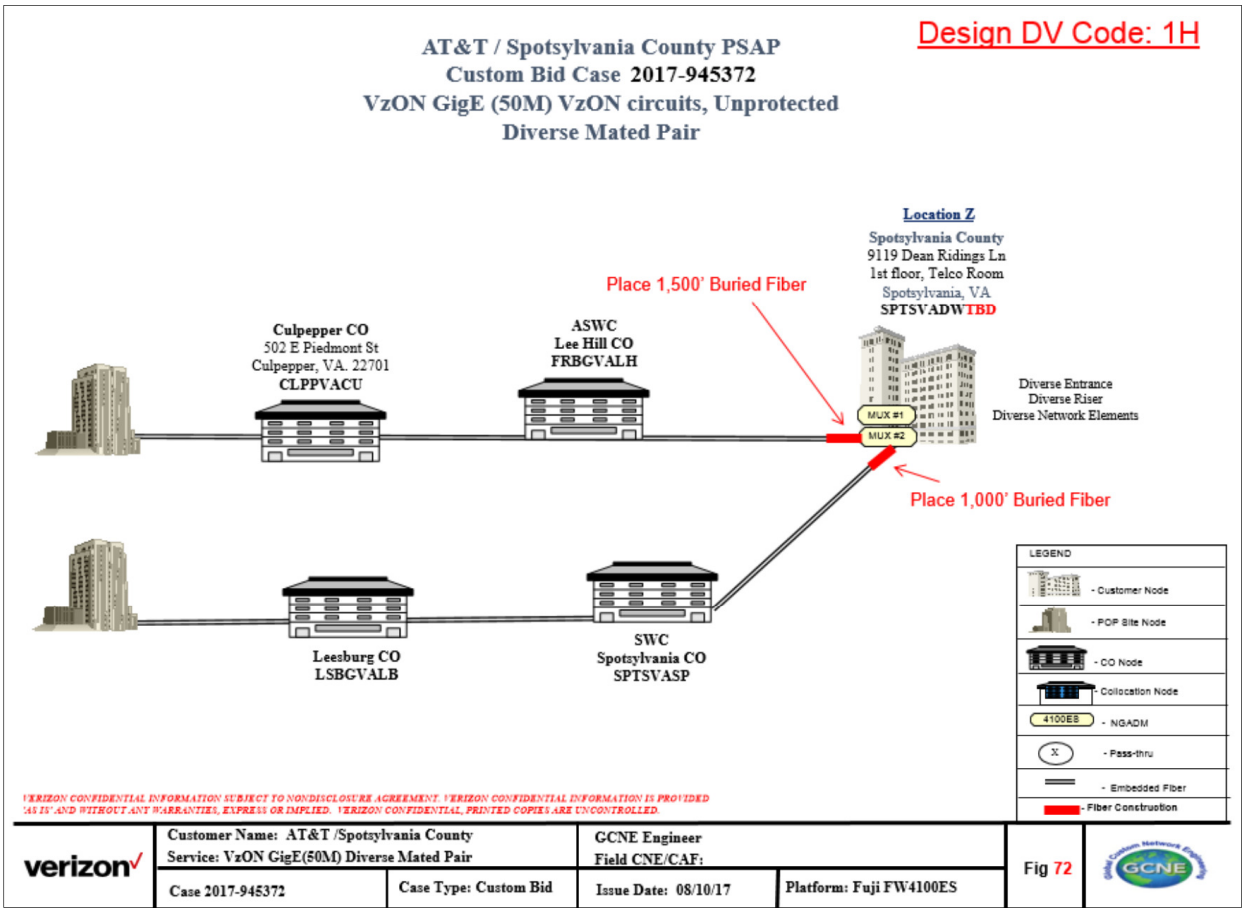
- Legacy E9-1-1 service provider: **Verizon**
- ALI database provider: **Verizon**
- Selective router pair(s): **Fredericksburg/Winchester**
- Trunk counts (all): **23**
    - Wireline: **12**
    - Wireless: **4**
    - SIP: **0**
    - Administrative: **7**

The NG9-1-1 network will be designed to support the same number of concurrent 9-1-1 calls as can be supported on the legacy network (wireline and wireless trunks). The PSAP can designate what happens to calls that exceed this number. This setting is determined in the PSAP CHE, but the options will be discussed with AT&T during system configuration. The options include providing the caller with a fast busy signal, routing the call to another PSAP, or overflowing the call to another line. As a best practice, VITA ISP recommends routing the call to a fast busy signal or rerouting calls to another PSAP.

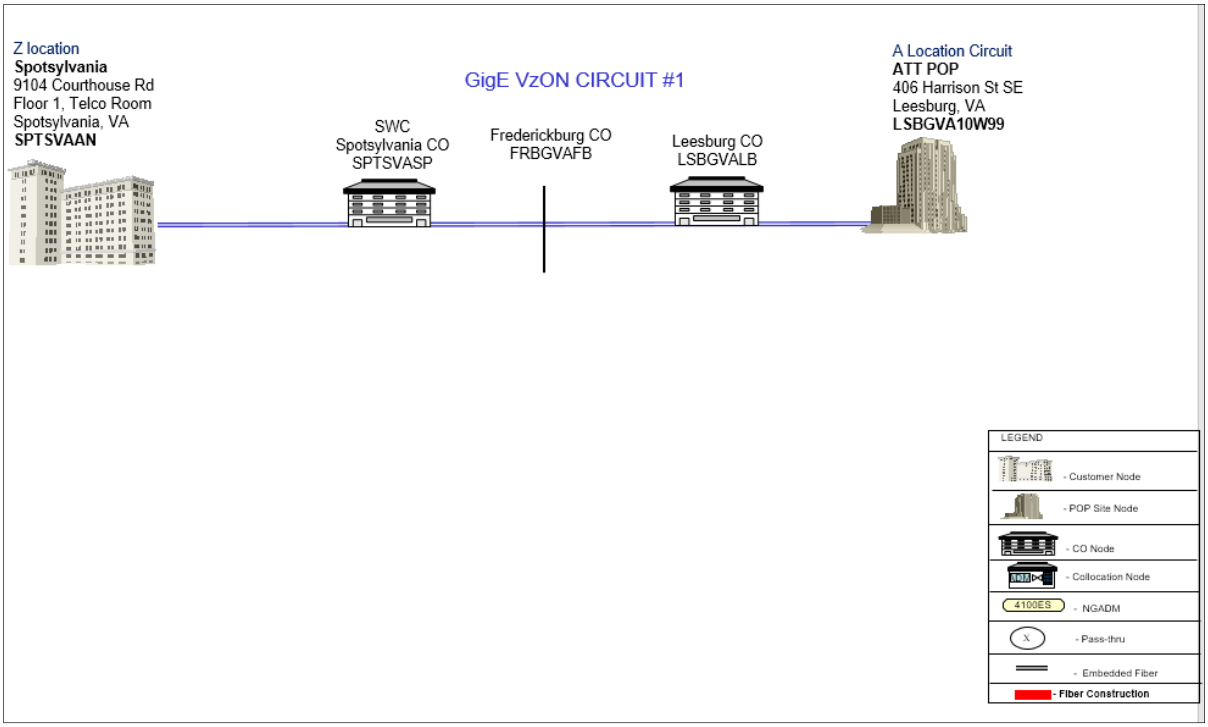
Redundancy and Diversity

In order to provide 99.999% availability of the NG9-1-1 service, each PSAP must have diverse and redundant IP connections to the ESInet. Having redundant connectivity means having two connections, but they could be co-located or follow the same path. Having diversity means that those redundant connections follow different paths that never touch from origin to destination. To achieve the 99.999% availability, diverse connectivity is planned for all PSAPs. There is a chance the diversity is simply not available to all PSAPs. AT&T has conducted a diversity study for each PSAP and the results for the

current location of the **Spotsylvania County** PSAP are as follows (since the CHE is geodiverse a drawing is provided for each location):



B side location showing one redundant circuit:



The total cost for this diverse connectivity is **$61,774.14** for the primary location, which will be provided by the Board as part of the PSAP's funding submission. The timing of the implementation of the diverse connectivity may not be completed until after initial NG9-1-1 deployment. There is no cost for redundant connectivity to the geodiverse (B side) site.

Disaster Recovery

Though the NG9-1-1 solution is designed to provide 99.999% availability, disaster recovery plans still need to be in place for instances when the network becomes unavailable or the PSAP is otherwise inoperable (evacuation, structural damage, etc.). Broadly, when the PSAP must be abandoned, there are two approaches to disaster recovery, a) having a backup PSAP within the locality or b) partnering with a neighboring PSAP to take the calls. Additionally, if only the network is impacted and the PSAP is still operable, 9-1-1 calls can be forwarded to a 10-digit telephone number in the same PSAP. Location data is lost, but that call can still be answered and processed.

Currently, the PSAP does not have a disaster recovery plan for if the PSAP must be evacuated. Should just the network be unavailable and the PSAP can still be occupied, calls are rerouted to the **Fredericksburg PSAP**.

Based on the current disaster recovery plan, no additional steps must be taken in order for this plan to continue to be viable with NG9-1-1. The PSAP need only inform AT&T of their disaster recovery plan during the detailed planning after the participation agreement is signed. AT&T will then build those routes in the configuration files both for during the transition and post-migration to NG9-1-1.

While support will be available to maintain the current disaster recovery capability for the PSAP, it is important to note that there are aspects of disaster recovery that are beyond the scope of this migration proposal. As an example, while the NG9-1-1 network can be configured to route calls to a neighboring PSAP in the event of a PSAP evacuation, getting the 9-1-1 call to another PSAP to be answered is only part of the dispatching process. The call for service then needs to be sent to first responders through a radio channel or mobile data. Assuming that capability already exists, nothing about the deployment of NG9-1-1 should impact that. In cases were disaster recovery does not exist currently, this migration proposal only deals with getting the 9-1-1 call routed to another PSAP (backup or neighboring) and does not address radio or CAD interoperability needed to effect the dispatch of first responders. VITA ISP can assist with that process, but outside of NG9-1-1 deployment. Additionally, VITA ISP can assist with the exercising of disaster recovery plans, which should be done at least once a year to make sure they are fully functional when needed.

Secondary PSAP

There are no secondary PSAP(s) identified within the service area of the primary PSAP.

Network Security

AT&T employs a defense-in-depth security strategy to protect sensitive information. Security mechanisms are deployed throughout the service in addition to the multi-layered security provided by the network itself, in order to provide seamless and effective security. AT&T's world-class experience in both IP and Telephony Security provides the following key security elements.

- Availability of the VoIP Service: Stop denial or deterioration of service functionality
- Integrity of the VoIP environment: Prevent system functions or data from being corrupted
- Confidentiality and Data Privacy in VoIP: Keep information secure and private

The AT&T IP/MPLS Converged Network deploys the same attention to state-of-the-art security measures as have been provided on traditional PSTN networks:

- AT&T Security Policy and Requirements (ASPR) and AT&T OneProcess provide the security foundation.
- AT&T Internet Protect helps protect against worm/virus attacks and offers DoS (denial of service) protection.
- A 24x7 Security Network Operations Center (SNOC).
- AT&T MPLS Voice Aware Network provides security and QoS.
- AT&T Global Fraud Management System protects AT&T VoIP against fraud.
- AT&T hub-and-spoke MPLS VoIP VPN for customer access helps to provide security and QoS for AT&T.

In the AT&T MPLS network, customer services are provisioned on specific interfaces of an MPLS VPN by using known IP addresses. This approach enables AT&T to authenticate users and traffic. Rather than supporting signaling or voice encryption, AT&T relies on the MPLS security and secured IP tunnels to provide confidentiality for signaling and voice.

The data privacy and data integrity of an MPLS VPN is not dependent on encryption or address space-based access controls. AT&T protects the core network against compromise by:

- Hardening the routers and turning off unnecessary services.
- Implementing TACACS+ authentication, authorization and accounting for router access/commands.
- Automated provisioning of router configuration driven from ordering systems, to minimize human error, complimented by daily discord reports and investigation.
- 24/7 monitoring and DoS mitigation tools.
- Route dampening and/or limiting total number of routers learned to protect routing stability.
- Firewalls, IDS, token based authentication, encrypted remote access for network and service management systems/work centers.

The AT&T security culture assures that these architectural protections are enforced by audits, employee awareness training, penetration testing and enforcement of architectural principles and policy.

In addition, AT&T MPLS VPN service is a transport only service, with the data integrity and data privacy protection as described above. AT&T monitors the core network for traffic anomalies and shared resource consumption thresholds to protect the core network and assure that traffic storms do not impact the performance of other customers. AT&T network management and service management systems are hardened, require authentication and authorization control, and are instrumented with intrusion detection to assure that they are not compromised, and cannot serve as a vector to attack the network or customers.

Schedule for Deployment

A clear and accurate schedule is essential to ensure cost effective and coordinated deployment throughout the Commonwealth. For that reason, this section identifies all milestones that must be met in order to successfully deploy. To manage costs, a six-month deployment window has been established for each selective router pair regardless of whether the PSAPs choose the AT&T or another NG9-1-1 solution. The following chart identifies the deployment periods for each selective router pair:

Selective Routers	9-1-1 Service Provider	Population	Time Period
Fairfax/Alexandria	Verizon	2,494,184	January 2019 – June 2019

High St Portsmouth/Jefferson	Verizon	1,662,247	July 2019 – December 2019
Stuart/Chester	Verizon	1,660,182	January 2020 – June 2020
Charlottesville/Farmville	CenturyLink	403,369	July 2020 – December 2020
Fredericksburg/Winchester	**Verizon**	**343,031**	**July 2020 – December 2020**
Danville/Lynchburg Church St	Verizon	320,247	July 2020 – December 2020
Staunton/Salem	Verizon	453,065	January 2021 – June 2021
Shenandoah County ECC	Shentel	43,175	January 2021 – June 2021
Covington	Ntelos	21,556	January 2021 – June 2021
New Castle	TDS Telecom	5,158	January 2021 – June 2021
Floyd County	Citizens	15,651	January 2021 – June 2021
Monterey-Highland Telephone	Highland Telephone	2,216	January 2021 – June 2021
Blacksburg/Norton	Verizon	340,101	July 2021 – December 2021
Johnson City/Wytheville	CenturyLink	338,311	July 2021 – December 2021

The **Spotsylvania County PSAP's** deployment window will be **July 2020 – December 2020**. A specific date will be determined after all PSAPs have made the NG9-1-1 decision and AT&T develops the master schedule. Regardless of the specific date, any CHE upgrades, diverse connectivity enhancements and GIS data corrections must be completed at least **three months** before the deployment date. If they are not completed by this date, migration can still occur on schedule, but it will require the deployment of an interim solution instead of full i3.

Cost Estimates for NG9-1-1 Funding

The 9-1-1 Services Board has committed to funding the transitional costs for NG9-1-1 deployment so it is important that all such costs are identified and made part of the overall budget. It is also important that the funding be provided on a fair basis across all PSAPs in Virginia. While most costs will be fully funded, others like replacement of non-vendor supported CHE will continue to be funded at the same levels as has been provided through the PSAP grant program in prior years. Based on all of the information provided in this migration proposal, the following budget is for your deployment of NG9-1-1:

Category	Amount	Notes
NG9-1-1 non-recurring cost	$4,000	Flat rate from AT&T
CHE upgrade	$30,000	i3 licenses and services
CHE replacement	$0	Replacement planned in FY23
Text-to-911	$0	Currently using grant funds
CAD upgrade	$0	Not required
Mapping upgrade	$0	Not required
Voice logging upgrade	$0	Not required
ECaTS Data analytics expansion	$1,000	i3 logging and text to 9-1-1
Other system upgrades	$0	Not required
Rack space	$0	Rack space is available
Diverse connectivity costs	$61,774.14	
Disaster recovery upgrade	$0	Not required
Secondary PSAPs	$0	None
GIS data preparation	$0	Not required
Legacy 9-1-1 transition costs	$10,825.20	Verizon costs
Project management assistance	$0	None requested

Total	$107,599.34	

The monthly recurring cost for the AT&T solution is **$19,074.89** which is set for the ten-year term of the Fairfax County contract. The current monthly recurring cost for the legacy E9-1-1 solution is approximately **$4,411.82**. The estimated monthly increase to the PSAP after deployment is approximately **$14,663.07**. This increase will be covered by the Board for a period of 24 months after deployment is complete. At the end of this period, the entire cost will be the responsibility of the PSAP. Copies of invoices from the current 9-1-1 service provider must be provided to substantiate the current monthly cost. This will be the basis for determining whether monthly funding is provided and in what amount.

The monthly recurring cost is impacted by the bandwidth into the PSAP. Bandwidth is primarily impacted by the number of concurrent calls each PSAP wants to be able to process. As the PSAP grows and adds bandwidth to handle more concurrent calls, the increased monthly cost will be the obligation of the PSAP even if during the 24 months following transition. Additionally, the recurring maintenance costs for PSAP equipment and GIS data will remain the responsibility of the PSAP.

Projected Board Funding

The Board will begin awarding funding for NG9-1-1 in late 2018. Until the Board approves the funding request from the PSAP, all funding levels shown are just projected. Based on the funding guidelines approved by the Board (or will be approved by the Board), the following funding would be awarded to the PSAP:

Type of Funding	Amount
Non-recurring	$107,599.34
Recurring (over 24 months)	$351,913.68
Data Analytics (monthly)	$415.12

The funding amount shown is based on estimates at this point. As binding quotes are received, the budget will be adjusted. The approval from the Board will be for the specific equipment or services and contingency funding will be available should the final cost be slightly higher so long as the original scope of the effort does not change. Similarly, if the final cost is lower, the budget will be adjusted lower. That additional funding cannot be shifted to another part of the project.

SPOTSYLVANIA COUNTY
Board of Supervisors

FISCAL YEAR 2020 APPROPRIATION

Board of Supervisors **December 5, 2019**

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, 2019, from the funds and for the functions or purposes indicated.

Adjustment to the NG911 project to align with revised anticipated project costs, to be expended only by order of the Board of Supervisors as follows:

CAPITAL PROJECTS FUND: ($1,320,000)

FY 2020 Budget Amendment Request Form

Date: 12/5/19

Department: Information Services/Budget

Contact person: Jane Reeve, Chief Information Officer **Phone #:** 507-7552
Bonnie Jewell, Chief Financial Officer **Phone #:** 507-7583

Explanation of need for budget amendment: As a placeholder for the mandated NG911 project, staff requested and the Board previously adopted a project budget to include $1.2 million in assumed grant funding and $200,000 in local costs. Now that the estimated costs have been received from the State, staff is requesting a modification of the project budget through the attached budget adjustment and appropriation. This adjustment reduces the capital project costs to only the $30,000 the County will be reimbursed for in FY 2020 and maintains $50,000 in local funding in case additional project costs arise during implementation. The on-going added operating cost of $175,956.84 will be included in the FY 2021 and subsequent General Fund budgets and will be funded by an equivalent amount of State grant funding for FY 2021 and FY 2022.

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

Revenue Accounts Adjusted			**Amount**
Acct #	310-0000-324.04-13 – Grant Revenues	**$**	(1,170,000)
Acct #	310-0000-341.05-01 – Use of Capital Projects Fund Balance	**$**	(150,000)
	Total Revenue Adjustment	**$**	**(1,320,000)**

Expenditure Accounts Adjusted			**Amount**
Acct #	310-9120-803.39-10 (GP1703) – Software Applications	**$**	(1,170,000)
Acct #	310-9120-802.39-10 (GP1703) – Software Applications	**$**	(200,000)
Acct #	310-9120-802.39-10 (GP1703) – Machinery & Equipment	**$**	50,000
	Total Expenditure Adjustment	**$**	**(1,320,000)**

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.

Jane Reeve, Chief Information Officer
Name, Department

Name, Department

Recommendations

Budget: __X__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:	December 10, 2019
Title:	Approval of Contract Modification #1 for Renewal to Unassailable Solutions LLC for Audio Visual, Multi-Media Equipment, Components, Installation and Maintenance
Type:	Action
Agenda Title:	Approval of Contract Modification #1 for Renewal to Unassailable Solutions LLC for Audio Visual, Multi-Media Equipment, Components, Installation and Maintenance
Recommendation:	Approve contract modification #1 for renewal with Unassailable Solutions LLC for audio visual, multi-media equipment, components, installation and maintenance. The contract modification has been reviewed and approved as to form by the County Attorney's Office.
Summary:	The initial contract for these goods and services was approved by the Board of Supervisors on November 27, 2018. This contract modification shall have a term limit of one year and may be renewed for three (3) additional one (1) year terms at the option of Spotsylvania County.
Financial Impact:	Adequate funding is budgeted and appropriated within Budget Code 110-1251-405-3190 and other specific Capital Improvement Projects as approved by the Board of Supervisors.
Staff Contacts:	Jane Reeve, Director, Information Services Brad Quann, Procurement Manager
Legal Counsel:	Jessica DesNoyer, Assistant County Attorney
Consequence of Denial/Inaction:	Failure to approve this contract modification for renewal will result in the delay of multiple ongoing projects for audio visual system upgrades, primarily related to the Circuit Court, and the expansion project for the Judicial Center. Additionally, enhancements and

upgrades to existing county-wide conference rooms will not be completed, resulting in the ability to hold effective meetings, training, and other necessary county operations.

ATTACHMENTS:

File Name	Description	Type
Modification_#1_-_AV_Services___Equip_-_Unassailable_Solutions_-_for_BOS.pdf	Contract Modification #1 - Unassailable Solutions	Contract

MODIFICATION #1
TO
SPOTSYLVANIA COUNTY CONTRACT AGREEMENT
FOR GOODS AND SERVICES
Contract #18-24-TV-02

THIS MODIFICATION #1 TO SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS AND SERVICES is made as of _____ 2019 by and between BOARD OF SUPERVISORS OF SPOTSYLVANIA COUNTY, a political subdivision of the Commonwealth of Virginia, ("COUNTY"); and UNASSAILABLE SOLUTIONS LLC, a Virginia Limited Liability Company ("CONTRACTOR"), in good standing and duly licensed to transact business in the Commonwealth of Virginia.

WITNESSETH:

WHEREAS, the COUNTY and the CONTRACTOR entered into an Agreement titled "SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS AND SERVICES, Contract #18-24-TV-02", ("AGREEMENT") dated November 28, 2018, to obtain audio visual, multi-media equipment, components, installation and maintenance for Spotsylvania County; and

WHEREAS, the COUNTY requires a continuation of these services for an additional one (1) year contract term, as is permitted under Article 2, subdivision 2.2., of the initial contract dated November 28, 2018; and

WHEREAS, the COUNTY and the CONTRACTOR have determined that it is to their mutual benefit to modify the AGREEMENT further by entering into this "Modification #1 to Spotsylvania County Contract Agreement for Goods and Services, Contract #18-24-TV-02".

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

A. ARTICLE 2, THE WORK AND AGREEMENT TERM LIMITS, subdivision 2.2., 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 January 1, 2020 through December 31, 2020 and may be renewable for three (3) additional one (1) year terms at the option of Spotsylvania County. Any adjustment to pricing for future years will be

equal to or less than the unadjusted percent change of the latest twelve (12) months for which statics are available as indicated in Table 1 of the Consumer Price Index for all Urban Consumers (CPI-U): U.S. city average, other goods and services category, as published by the Bureau of Labor Statistics, U.S. Department of Labor. Should this index be superseded, the COUNTY reserves the right to select another appropriate index.

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

IN WITNESS WHEREOF, the parties by agreement hereto have caused Modification #1 to Spotsylvania County Contract Agreement for Goods and Services Contract #18-24-TV-02 to be duly executed by their duly authorized officials, made as of the date first written above, and effective January 1, 2020.

SPOTSYLVANIA COUNTY, VIRGINIA

By: _____
EDWARD PETROVITCH Dated
COUNTY ADMINISTRATOR

UNASSAILABLE SOLUTIONS LLC

By: _____ 11/21/19
VALERIE JAWORSKI Dated
PRINCIPAL

Approved as to form:

_____ 11/25/19
Asst. COUNTY ATTORNEY Dated

VJ

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Approval of Contract Modification #2 for Renewal to SCS Engineers to Provide Professional Engineering Services for Solid Waste Services
Type:	Action
Agenda Title:	Approval of Contract Modification #2 for Renewal to SCS Engineers to Provide Professional Engineering Services for Solid Waste Services.
Recommendation:	Approval of contract modification #2 for renewal with SCS Engineers to provide professional engineering services for Solid Waste Services. The contract modification has been reviewed and approved as to form by the County Attorney's Office.
Summary:	The initial contract with SCS Engineers was approved by the Board of Supervisors on January 9, 2018. This contract modification shall have a term limit of one year and may be renewed for two (2) additional one (1) year terms at the option of Spotsylvania County.
Financial Impact:	Adequate funding is budgeted within the FY20 Utilities Capital Projects.
Staff Contacts:	Ben Loveday, Director of Utilities/Public Works, Brad Quann, Procurement Manager
Legal Counsel:	Jessica DesNoyer, Assistant County Attorney
Additional Background/Other Considerations:	County departments utilize task order based agreements for professional engineering services routinely throughout the year. Task order based agreements allow for increased efficiencies in terms of time and value to the tax payer. 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. On March 27, 2017 staff provided a BOS communication outlining the procurement process for

professional engineering services. While engineering services cannot be procured on a simple cost basis, our current competitive process for procuring professional engineering services ensures the receipt of quality services from experienced contractors, while providing multiple opportunities for County staff to negotiate costs.

Consequence of Denial/Inaction:

Projects are significantly delayed without task order based agreements. Without task order based agreements each task currently done under a task order based agreement would be required to be treated as a separate agreement requiring an independent RFP/IFB review process by the department issuing the RFP/IFB, the County Attorney's office and the Procurement Department. Failure to approve this contract would leave the County open to noncompliance with federal and state environmental regulations. Noncompliance with these regulations will result in significant civil penalties and costs to the County.

ATTACHMENTS:

File Name	Description	Type
SCS_Engineers_Modification_#2_for_Solid_Waste_Engineering.pdf	SCS Engineers Contract Modification #2 for Solid Waste Engineering Services	Agreement

MODIFICATION #2
TO
SPOTSYLVANIA COUNTY CONTRACT AGREEMENT
FOR SOLID WASTE ENGINEERING SERVICES
Contract #17-33-EG-02

THIS MODIFICATION #2 TO SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR SOLID WASTE ENGINEERING SERVICES is made as of _____ ____, 2019 by and between BOARD OF SUPERVISORS OF SPOTSYLVANIA COUNTY, a political subdivision of the Commonwealth of Virginia, ("COUNTY"); and STEARNS, CONRAD AND SCHMIDT CONSULTING ENGINEERS, INC. dba SCS ENGINEERS, a Virginia corporation, in good standing and duly licensed to transact business in Virginia, ("CONTRACTOR").

WITNESSETH:

WHEREAS, the COUNTY and the CONTRACTOR entered into an Agreement titled "SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR SOLID WASTE ENGINEERING SERVICES Contract #17-33-EG-02", ("AGREEMENT") dated January 10, 2018, to obtain professional engineering services for Spotsylvania County; and

WHEREAS, the COUNTY and the CONTRACTOR entered into "MODIFICATION #1 TO SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR SOLID WASTE ENGINEERING SERVICES Contract #17-33-EG-02", ("MODIFICATION #1") dated January 9, 2019, to extend the AGREEMENT for an additional one (1) year contract term; 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 2.3., of the initial contract dated January 10, 2018, and subsequent modification; and

WHEREAS, the COUNTY and the CONTRACTOR have determined that it is to their mutual benefit to modify the AGREEMENT by entering into this "MODIFICATION #2 TO SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR SOLID WASTE ENGINEERING SERVICES Contract #17-33-EG-02".

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

A. ARTICLE 2, THE WORK AND AGREEMENT TERM LIMITS, subdivision 2.3., is hereby deleted in its entirety and replaced as follows:

2.3. This Agreement shall have a term limit of one (1) year effective from January 10, 2020 through January 9, 2021 and may be renewable for two (2) additional one (1) year terms at the option of Spotsylvania County. Any adjustment to pricing for future years will be equal to or less than the unadjusted percent change of the previous twelve (12) months from December of the prior year to December of the current year as indicated in Table 1 of the Consumer Price Index for all Urban Consumers (CPI-U): U.S. city average, commodity and service group, services category, as published by the Bureau of Labor Statistics, U.S. Department of Labor. Should this index be superseded, the County reserves the right to select another appropriate index.

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

4.2. The COUNTY agrees to pay fees as delineated in the Stearns, Conrad and Schmidt Consulting Engineers, Inc. dba SCS Engineers Billing Rate Fee Schedule, dated January 1, 2020, attached to this document as "Exhibit A."

Except as hereby modified, the AGREEMENT remains 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 Solid Waste Engineering Services Contract #17-33-EG-02 to be duly executed by their duly authorized officials, made as of the date first written above, and effective January 10, 2020.

SPOTSYLVANIA COUNTY, VIRGINIA

By: _____

EDWARD PETROVITCH Dated
COUNTY ADMNINISTRATOR

STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC. dba SCS ENGINEERS

By: Robert E. Dick 11·25·19

ROBERT E. DICK Dated
VICE PRESIDENT

Approved as to Form:

Asst. County Attorney 11/26/19 Dated

FEE SCHEDULE

January 1, 2020

	Rate/Hour
Principal/Project Director II	$235
Project Director I	$225
Senior Project Advisor	$185
Project Manager II	$180
Project Manager I	$155
Project Advisor	$155
Project Superintendent	$140
Senior Project Professional II	$140
Senior Project Professional I	$135
Project Coordinator	$130
Designer	$120
Project Professional II	$120
Project Professional I	$115
Staff Professional II	$105
Staff Professional I	$100
Senior Technician	$95
Associate Staff Professional	$90
Technician	$80
Administrative	$70

General Terms:

1. The hourly rates are effective through December 31, 2020. Work performed thereafter is subject to a new Fee Schedule.
2. The above rates include salary, overhead, administration, and profit. Costs for outside consultants, laboratory and subcontractors and for job related travel (current automobile mileage rate is $0.58 per mile, or current IRS rate) and subsistence, computer and administration fee ($4.00 per billable hour for non-field work), equipment, supplies, etc., are billed at actual cost plus 15 percent.
3. Charges for equipment usage will be invoiced in accordance with SCS' Equipment Rates schedule, plus 15 percent.
4. Invoices will be prepared monthly for work in progress, unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
5. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed to in writing. Client agrees to pay legal costs, including attorney's fees incurred by SCS in collecting any amounts past due and owing on client's account.
6. Rates for Senior Executives and Principals of the firm and special situations, such as litigation support and expert testimony, are negotiated on a project-specific basis.

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Approval of Contract Modification #2 for Renewal to Draper Aden Associates to Provide Professional Engineering Services for Solid Waste Engineering Services
Type:	Action
Agenda Title:	Approval of Contract Modification #2 for Renewal to Draper Aden Associates to Provide Professional Engineering Services for Solid Waste Engineering Services
Recommendation:	Approval of Contract Modification #2 for renewal with Draper Aden Associates to provide professional engineering services for Solid Waste Services. The contract modification has been reviewed and approved as to form by the County Attorney's Office.
Summary:	The initial contract with Draper Aden Associates was approved by the Board of Supervisors on January 9, 2018. This contract modification shall have a term limit of one year and may be renewed for two (2) additional one (1) year terms at the option of Spotsylvania County.
Financial Impact:	Adequate funding is budgeted within the FY20 Utilities Capital Projects.
Staff Contacts:	Ben Loveday, Director of Utilities/Public Works, Brad Quann, Procurement Manager
Legal Counsel:	Jessica DesNoyer, Assistant County Attorney
	County departments utilize task order based agreements for professional engineering services routinely throughout the year. Task order based agreements allow for increased efficiencies in terms of time and value to the tax payer. 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.

Additional Background/Other Considerations:

On March 27, 2017 staff provided a BOS communication outlining the procurement process for professional engineering services. While engineering services cannot be procured on a simple cost basis, our current competitive process for procuring professional engineering services ensures the receipt of quality services from experienced contractors, while providing multiple opportunities for County staff to negotiate costs.

Projects are significantly delayed without task order based agreements. Without task order based agreements each task currently done under a task order based agreement would be required to be treated as a separate agreement requiring an independent RFP/IFB review process by the department issuing the RFP/IFB, the County Attorney's office and the Procurement Department. Failure to approve this contract would leave the County open to noncompliance with federal and state environmental regulations. Noncompliance with these regulations will result in significant civil penalties and costs to the County

Consequence of Denial/Inaction:

ATTACHMENTS:

File Name	Description	Type
Draper_Aden_Associates_Modification_#2_for_Solid_Waste_Engineering.pdf	Draper Aden Associates Contract Modification #2 for Solid Waste Engineering Services	Agreement

MODIFICATION #2
TO
SPOTSYLVANIA COUNTY CONTRACT AGREEMENT
FOR SOLID WASTE ENGINEERING SERVICES
Contract #17-33-EG-01

THIS MODIFICATION #2 TO SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR SOLID WASTE ENGINEERING SERVICES is made as of _____ ____, 2019 by and between BOARD OF SUPERVISORS OF SPOTSYLVANIA COUNTY, a political subdivision of the Commonwealth of Virginia, ("COUNTY"); and DRAPER ADEN ASSOCIATES, INC., a Virginia corporation, in good standing and duly licensed to transact business in Virginia, ("CONTRACTOR").

WITNESSETH:

WHEREAS, the COUNTY and the CONTRACTOR entered into an Agreement titled "SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR SOLID WASTE ENGINEERING SERVICES Contract #17-33-EG-01", ("AGREEMENT") dated January 10, 2018, to obtain professional engineering services for Spotsylvania County; and

WHEREAS, the COUNTY and the CONTRACTOR entered into "MODIFICATION #1 TO SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR SOLID WASTE ENGINEERING SERVICES Contract #17-33-EG-01", ("MODIFICATION #1") dated January 9, 2019, to extend the AGREEMENT for an additional one (1) year contract term; 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 2.3., of the initial contract dated January 10, 2018, and subsequent modification; and

WHEREAS, the COUNTY and the CONTRACTOR have determined that it is to their mutual benefit to modify the AGREEMENT by entering into this "MODIFICATION #2 TO SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR SOLID WASTE ENGINEERING SERVICES Contract #17-33-EG-01".

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

A. ARTICLE 2, THE WORK AND AGREEMENT TERM LIMITS, subdivision 2.3., is hereby deleted in its entirety and replaced as follows:

2.3. This Agreement shall have a term limit of one (1) year effective from January 10, 2020 through January 9, 2021 and may be renewable for two (2) additional one (1) year terms at the option of Spotsylvania County. Any adjustment to pricing for future years will be equal to or less than the unadjusted percent change of the previous twelve (12) months from December of the prior year to December of the current year as indicated in Table 1 of the Consumer Price Index for all Urban Consumers (CPI-U): U.S. city average, commodity and service group, services category, as published by the Bureau of Labor Statistics, U.S. Department of Labor. Should this index be superseded, the County reserves the right to select another appropriate index.

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

4.2. The COUNTY agrees to pay fees as delineated in the Draper Aden Associates, Inc. Billing Rate Fee Schedule, dated November 2019, attached to this document as "Exhibit A."

Except as hereby modified, the AGREEMENT remains 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 Solid Waste Engineering Services Contract #17-33-EG-01 to be duly executed by their duly authorized officials, made as of the date first written above, and effective January 10, 2020.

SPOTSYLVANIA COUNTY, VIRGINIA

By: _____
EDWARD PETROVITCH Dated
COUNTY ADMNINISTRATOR

DRAPER ADEN ASSOCIATES, INC.

By: _____ 11/25/19
MICHAEL D. LAWLESS Dated
EXECUTIVE VICE PRESIDENT

Approved as to Form:

_____ 11/26/19
Asst. County Attorney Dated

Draper Aden Associates
Engineering • Surveying • Environmental Services

Revised - 2017 Bill Rate Schedule with 3% Increase

Billing Title	Rate
Senior Managing Principal	$276
Managing Principal	$249
Senior Program Manager	$222
Program Manager II	$197
Program Manager I	$180
Senior Project Manager	$170
Project Manager	$148

Senior Principal Engineer	$276
Principal Engineer	$249
Senior Program Engineer	$212
Program Engineer II	$196
Program Engineer I	$180
Senior Engineer	$170
Senior Project Engineer	$148
Project Engineer	$138
Senior Design Engineer	$128
Design Engineer	$116
Engineer	$106
Staff Engineer	$96

Senior Principal Environmental Scientist	$276
Principal Environmental Scientist	$249
Senior Program Environmental Scientist	$212
Program Environmental Scientist II	$196
Program Environmental Scientist I	$180
Senior Environmental Scientist	$128
Senior Project Environmental Scientist	$111
Project Environmental Scientist	$101
Environmental Scientist	$84
Staff Environmental Scientist	$79

Billing Title	Rate
Senior Principal Geologist	$276
Principal Geologist	$249
Senior Program Geologist	$212
Program Geologist II	$197
Program Geologist I	$180
Senior Geologist	$160
Senior Project Geologist	$116
Project Geologist	$106
Geologist	$96
Staff Geologist	$91

Senior Land Planner	$160
Senior Landscape Architect	$116
Project Landscape Architect	$111
Landscape Architect	$106
Staff Landscape Architect	$101

Senior Principal Surveyor	$276
Principal Surveyor	$249
Senior Program Surveyor	$212
Program Surveyor II	$197
Program Surveyor I	$165
Senior Survey Project Leader	$153
Survey Project Leader	$133
Senior Project Surveyor	$122
Project Surveyor	$96
Senior Survey Technician	$85
Survey Technician	$80
Survey Crew	$138
Survey Crew Leader**	$69
Survey Crew Member**	$69
GPS Robotic Crew	$138

Senior SUE Program Leader	$170
SUE Program Leader	$160
Senior SUE Project Leader	$153
SUE Project Leader	$128
Staff SUE Surveyor	$91
Senior SUE Technician	$106
SUE Technician	$79
SUE Crew	$160
Vacuum Services (2 person)	$266
Vacuum Services (3 person)	$329

Billing Title	Rate
Senior Construction Manager	$116
Project Construction Specialist	$111
Construction Specialist	$101
Staff Construction Specialist	$91
Field Engineer/Project Representative	$69
Laboratory Manager	$101

Senior GIS Administrator	$111
GIS Administrator	$106
GIS Technician	$96
GIS Staff Technician	$84

Senior Project Designer	$128
Project Designer	$116
Designer	$96
Staff Designer	$94

Senior Project Technician	$91
Senior Technician	$84
Project Technician	$74
Technician	$64
Staff Technician	$54

Senior Community Resource Special	$148
Project Community Resource Specialist	$143
Community Resource Specialist	$133
Staff Community Resource Specialist	$96

Senior Project Administrator	$101
Project Administrator	$91
Staff Project Administrator	$79

Billing Title	Rate
Senior Office Administrator	$96
Office Administrator	$91
Senior Administrative Assistant	$84
Admin Assistant	$74
Clerical	$64

Chief Executive Officer	$258
Chief Operating Officer	$258
Chief Financial Officer	$249
Director of Technology Services	$212
Director of Marketing	$212
Controller	$148
Network Administrator	$148
Marketing/Business Development Manager	$148
Accounting Manager	$138
Software Developer	$138
CAD Manager	$138
Computer Specialist	$128
Senior Accounting Specialist	$106
Human Resources Manager	$106
Client Service Rep	$100
Senior Marketing Specialist	$91
Accounting Specialist	$79
Marketing Specialist	$79
Marketing Assistant	$64
Intern	$41

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Approval of Contract Modification #3 for Renewal to Mid-Atlantic Business Communications, Inc. for Telephone System Equipment, Components, Installation and Maintenance
Type:	Action
Agenda Title:	Approval of Contract Modification #3 for Renewal to Mid-Atlantic Business Communications, Inc. for Telephone System Equipment, Components, Installation and Maintenance
Recommendation:	Approve Contract Modification #3 for renewal with Mid-Atlantic Business Communications, Inc., for telephone system equipment, components, installation and maintenance. The contract modification has been reviewed and approved as to form by the County Attorney's Office.
Summary:	The initial contract for these goods and services was approved by the Board of Supervisors on January 10, 2017. This contract modification for renewal shall have a term limit of one year and may be renewed for two (2) additional one (1) year terms at the option of Spotsylvania County.
Financial Impact:	Adequate funding is budgeted and appropriated within Budget Code 110-1251-405-3320.
Staff Contacts:	Jane Reeve, Director of Information Services Ed Dooley, Director, Operations Division of Information Services Brad Quann, Procurement Manager
Legal Counsel:	Jessica DesNoyer, Assistant County Attorney
Additional Background/Other Considerations:	This contract provides telephone system equipment, components, peripherals, switches, routers, servers, software, programming the system, installation of system components, maintenance of the County's existing phone system and maintenance of

components installed for future expansion or upgrade.

Consequence of Denial/Inaction:

Failure to approve this contract will not allow the County to maintain a modern telephone communications system in order to effectively communicate with citizens, staff and persons have business to conduct with the County.

ATTACHMENTS:

File Name	Description	Type
Modification_#3_for_Renewal_#1_-_MABC_-_Contract_#17-03-TV_-_for_BOS.pdf	Contract Modification #3 - MABC	Contract

MODIFICATION #3
TO SPOTSYLVANIA COUNTY
CONTRACT AGREEMENT
FOR GOODS AND SERVICES
Contract #17-03-TV

THIS MODIFICATION #3 TO SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS AND SERVICES, Contract #17-03-TV is made as of _____ ___, 2019 by and between Spotsylvania County, a political subdivision of the Commonwealth of Virginia, ("COUNTY)"; and MID-ATLANTIC BUSINESS COMMUNICATIONS, INC., a Virginia Corporation, ("CONTRACTOR").

WITNESSETH:

WHEREAS the COUNTY and the CONTRACTOR entered into an Agreement made as of January 11, 2017, to provide goods and services for telephone system equipment, components, installation and maintenance for Spotsylvania County ("AGREEMENT"); and

WHEREAS the AGREEMENT was subsequently renewed and/or modified by "Modification #1 to Spotsylvania County Contract Agreement for Goods and Services, Contract #17-03-TV" dated and executed on April 10, 2017, and "Modification #2 to Spotsylvania County Contract Agreement for Goods and Services, Contract #17-03-TV" dated and executed on August 7, 2018 (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 #3 to Spotsylvania County Contract Agreement for Good and Services, Contract #17-03-TV.

NOW, THEREFORE, the COUNTY and the CONTRACTOR, in consideration of the mutual promises herein contained, and intending to be legally bound, do hereby modify terms and conditions of the AGREEMENT 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 January 12, 2020 through January 11, 2021 and may be renewable for two (2) additional one (1) year terms at the option of Spotsylvania County. Any adjustment to pricing for future years will be equal to or less than the unadjusted percent change of the latest twelve (12) months for which statics are available as indicated in Table 1 of the Consumer Price Index for all Urban Consumers (CPI-U):

U.S. city average, other goods and services category, as published by the Bureau of Labor Statistics, U.S. Department of Labor. Should this index be superseded, the County reserves the right to select another appropriate index. Following the six-year period, purchase orders will be issued to renew the annual maintenance for the life of the product, or until the County deems the product obsolete, or the County determines the service is no longer needed.

B. ARTICLE 4, CONTRACT PRICE AND TERMS OF PAYMENT, subdivision 4.2., LABOR AND SUPPORT AND ANNUAL MAINTENANCE are hereby deleted and replaced as follows:

LABOR AND SUPPORT						
Item #	**Description/Function**	**Estimated Qty/Hours**	**Unit of Measure**	**Unit Price**	**Total Price**	**Required or Optional**
1	Phase A	118	Hour	$108.00	$12,744.00	Required
2	Phase B	91	Hour	$108.00	$9,828.00	Required
3	Phase C	74	Hour	$108.00	$7,992.00	Required
4	Phase D	92	Hour	$108.00	$9,936.00	Required
5	MABC Gold Annual Support After 1st year warranty Fixed for 5 years	N/A	Yearly	Fixed	$13,694.00	Optional

ANNUAL MAINTENANCE						
Item #	**Description**	**Additional Info**	**Estimated Qty/Hours**	**Unit of Measure**	**Unit Price**	**Total Price**
1	Software Support	IPO CO – DEL REM TECH SUPT 24X7 – HP DL120G7 1YPP	2	Year	$383.44	$766.88
2	Software Support	IPO CO – DEL REM TECH SUPT 24X7 APR NBD – IP500 V2 1YPP – Holbert Building	1	Year	$355.78	$355.78
3	Software Support	IPO ACCS CO-DEL BASE10 SFTW REM TECH SUPT 24X7 1YPP	1	Year	$1,448.05	$1,448.05
4	Software Support	**IPO ACCS CO-DEL VOICE AGENT REM TECH SUPT 24X7 1YPP	50	Year	$115.93	$5,796.50
5	Software Support	**IPO ACCS CO-DEL SUPERVISOR REM TECH SUPT 24X7 1YPP	7	Year	$54.15	$379.05

ANNUAL MAINTENANCE						
Item #	**Description**	**Additional Info**	**Estimated Qty/Hours**	**Unit of Measure**	**Unit Price**	**Total Price**
6	Software Support	IPO ACCS CO-DEL REPORT CREATION WIZARD REM TECH SUPT 24X7 1YPP	1	Year	$125.78	$125.78
7	Software Support	IPO CO-DEL REM TECH SUPT 24X7 APR NBD – IP500 V2 1YPP – Marshall Center	1	Year	$355.78	$355.78
8	Software Support	IPO CO-DEL REM TECH SUPT 24X7 APR NBD – IP500 V – Judicial Center	1	Year	$355.78	$355.78

C. ARTICLE 4, CONTRACT PRICE AND TERMS OF PAYMENT, subdivision 4.2., EQUIPMENT, the following items are hereby added to the contract as follows:

EQUIPMENT					
Item #	**Description**	**Vendor Model #**	**Qty.**	**Unit of Measure**	**Unit Price**
1	WILSONPRO 1300 COMMERCIAL SIGNAL BOOSTER KIT	460149	1	Each	$3,955.00
2	WILSONPRO 1300R RACK MOUNTED COMMERCIAL SIGNAL BOOSTER KIT	460150	1	Each	$3,955.00
3	WILSONPRO 4300 COMMERCIAL SIGNAL BOOSTER KIT	460151	1	Each	$11,306.00
4	WILSONPRO 4300R RACK MOUNTED SIGNAL BOOSTER KIT	460152	1	Each	$11,306.00
5	Nextivity Quatra 2000 NU - AT&T and Verizon	Q34-4/5/12/13/25 NU_EXA	1	Each	$2,809.00
6	Nextivity Quatra 2000 NU - T-Mobile and Sprint	Q34-4/5/12/13/25 NU_EXA	1	Each	$2,809.00
7	Nextivity Quatra 2000 CU - AT&T and Verizon	Q34-4/5/12/13/25 CU_EXA	1	Each	$1,487.00
8	Nextivity Quatra 2000 CU - T-Mobile and Sprint	Q34-4/5/12/13/25 CU_EXA	1	Each	$1,4877.00
9	Nextivity LPDA Donor Antenna	A62-V44-100	1	Each	$330.00
10	Nextivity QMA to N Pigtail Adapter Cables	D12-20114-2002	1	Each	$30.00
11	Nextivity QUATRA RANGE EXTENDER	Q34-E1000	1	Each	$487.00
12	NEXTIVITY ANTENNA MOUNT	F66-100-000	1	Each	$105.00
13	Nextivity QUATRA 4000 NU	Q44-1234CNU	1	Each	$6,712.00
14	Nextivity QUATRA 4000 CU	Q41-5ECU	1	Each	$3,613.00
15	Nextivity QUATRA 4000 RANGE EXTENDER MODULE	Q40-0E	1	Each	$549.00

EQUIPMENT					
Item #	**Description**	**Vendor Model #**	**Qty.**	**Unit of Measure**	**Unit Price**
16	Phybridge 48 PORT POLRE SWITCH NV-PL-048	700514943	1	Each	$3,936.38
17	Phybridge 24 PORT POLRE SWITCH NV-PL-024	700514944	1	Each	$3,052.75
18	Phybridge 8 PORT POLRE SWITCH NV-PL-08	700514945	1	Each	$754.47
19	Phybridge POLRE ADAPTER BUNDLE OF SIX NV-PL-PA011-6	700514946	1	Each	$601.73
20	Phybridge DC CABLE FOR POWER SHARING 4 PACK NV-PL-DCCBL	700514947	1	Each	$46.13
21	PHYBRIDGE 48-PORT-ANNUAL MAINTENANCE	349011	1	Each	$624.42
22	PHYBRIDGE 24-PORT-ANNUAL MAINTENANCE	349010	1	Each	$488.01
23	PHYBRIDGE 8-PORT-ANNUAL MAINTENANCE	349009	1	Each	$77.30
24	BBXTech Vuesion Select base software	10-100-BC	1	Each	$918.00
25	BBXTech Agent license with software	10-120-AG	1	Each	$459.00
26	BBXTech Supervisor license with software & management	10-110-SU	1	Each	$642.60
27	BBXTech Queue/Announcement voice channel	10-130-IV	1	Each	$229.50
28	VoIP station recording base	30-100-P1	1	Each	$1,101.60
29	Concurrent recorder session	30-130-R1	1	Each	$230.00
30	Vuesion After-Call Survey base software	20-260-SV	1	Each	$3,488.00
31	After-Call Survey queue	20-290-SQ	1	Each	$459.00
32	Reporting for non-call center stations	40-150-ST	1	Each	$23.00
33	BBXTech Agent Screen Pop Connector base software	20-110-DC	1	Each	$3,488.40
34	BBXTech Agent database screen pop	20-130-DP	1	Each	$183.60
35	E-mail queuing base software	20-140-ES	1	Each	$3,488.40
36	E-mail queuing agent licenses	20-150-EA	1	Each	$223.00
37	Email queue	20-240-EQ	1	Each	$550.80
38	Vuesion Web Chat base software	20-220-WB	1	Each	$3,488.00
39	Vuesion Web Chat agent license	20-230-WA	1	Each	$230.00
40	Web Chat queue	20-250-WQ	1	Each	$735.00
41	AVAYA CALL REPORTING 1-100 USERS	399510	1	Each	$1,334.65
42	Avaya IPO AVAYA CL RPTG CO-DEL 1-100 USR REM TECH SUPT 24X7 1YPP	347620	1	Each	$198.47
43	Avaya J159 IP PHONE	700512394	1	Each	$353.66
44	AVAYA B100 SERIES EXPANSION MICROPHONES 1PR FOR CONFERENCE PHONE	700501539	1	Each	$209.26
45	AVAYA B179 SIP CONFERENCE PHONE POE ONLY NO AC POWER	700504740	1	Each	$783.82
46	AVAYA B109 CONFERENCE PHONE	700514009	1	Each	$128.14
47	AVAYA SMART EXPANSION MICROPHONE	700514243	1	Each	$203.99
48	AVAYA B199 Conference Phone	700514246	1	Each	$1229.09
49	AVAYA B199 POE INJECTOR KIT	700514292	1	Each	$121.99
50	AVAYA IP DECT SINGLE CELL US	700514332	1	Each	$224.50
51	AVAYA B169 WIRELESS CONFERENCE PHONE WITHOUT BASE STATION US	700514482	1	Each	$646.47

EQUIPMENT					
Item #	Description	Vendor Model #	Qty.	Unit of Measure	Unit Price
52	Xima realtime agent seat	A0016	1	Each	$289.17
53	Chronicall 2000 users	A0041	1	Each	$10,786.50
54	Addtl 1,000 users	A0105	1	Each	$3,825.00
55	Agent Install	APSO1	1	Each	$1,530.00
56	Xima Chronicall	A0001	1	Each	$3,058.47
57	Xima Care-1	XC-8-5	1	Each	$2,711.16
58	Agent Dashboard Seat	A0032	1	Each	$191.25
59	WFO R15 CONTACT RECORDING PKG LIC:SR	385914	1	Each	$506.69
60	WFO Software Support	295955	1	Each	$88.68
61	Avaya WFO Upgrade Advantage	295961	1	Each	$30.48
62	TSAPI licenses	397515	1	Each	$34.88
63	HP DL-360 server for Avaya	867963-B21	1	Each	$9,017.82
64	Avaya HP Server Advanced license	BD505Axx	1	Each	$520.18
65	Avaya call center Elite	397500	1	Each	$582.93
66	SA PREFER SUPT CC R8 ELITE AGENT	344161	1	Each	$93.09
67	APPLIANCE VIRTUAL PLTFRM R7+ SINGLE CPU EMBEDDED	381276	1	Each	$234.09
68	APPLIANCE VIRTUAL PLATFORM R8 MEDIA KIT	700513985	1	Each	$52.79
69	AURA COMMUNICATION MANAGER R8.1 SOFTWARE DVD	700514751	1	Each	$17.60
70	APPLIANCE VIRTUAL PLATFORM R8.1 DVD	700514752	1	Each	$17.60
71	APPLIANCE VIRTUAL PLATFORM R8.1 UTILITIES DVD	700514753	1	Each	$17.60
72	EXTERNAL USB CD/DVD RW DRIVE RHS	700406267	1	Each	$149.94
73	S8300E SERVER - NON GSA	700508955	1	Each	$1,542.24
74	SA PREFER SUPT CO-DEL AAVP R7 SINGLE CPU EMBD SRV	293650J	1	Each	$998.05
75	AVAYA OFFICELINX R10.7+ MAINSTREAM SEAT LIC: NU	399043	1	Each	$13.92
76	SA PREFER SUPT AVAYA OFCLNX R10.7+ MNSTRM S	345835	1	Each	$4.03
77	AVAYA BREEZETM R3 MEDIA CHANNEL SMALL AAMS R7.8	395852	1	Each	$431.61
78	AURA R8 CORE SUITE UPGRADE/UPLIFT UA SOFTWARE	397100	1	Each	$71.91
79	APPLICATION ENABLEMENT R8.0.1 SOFTWARE ONLY MEDIA	700514504	1	Each	$6.43
80	AURA SESSION MANAGER R8.0.1.1 DVD	700514708	1	Each	$10.71
81	EQUINOX ATTENDANT R5 CLIENT USER NEW LIC:CU	394373	1	Each	$538.71
82	EQUINOX ATTENDANT R5 SYSTEM NEW LIC:CL	394379	1	Each	$755.06
83	UPGRADE ADVANTAGE BREEZE R3 MEDIA CH SML	285793	1	Each	$77.66
84	SA PREFER SUPT EQNX ATTD R5 CLIENT USER	342640	1	Each	$84.55
85	UPGRADE ADVANTAGE EQNX ATTD R5 CLIENT USER	342647	1	Each	$96.94
86	SA PREFER SUPT EQNX ATTD R5 SERVER	342666	1	Each	$117.87

EQUIPMENT					
Item #	**Description**	**Vendor Model #**	**Qty.**	**Unit of Measure**	**Unit Price**
87	UPGRADE ADVANTAGE EQNX ATTD R5 SERVER	342673	1	Each	$136.05
88	ACP 130 DELL SERVER PROFILE 2 WITH VMS BUNDLE	700514097	1	Each	$9,392.06
89	ACP 120 DELL SERVER PROFILE 4 WITH AVP BUNDLE	700514194	1	Each	$15,402.82
90	APPLICATION ENABLEMENT R8.0.1 AURA OVA MEDIA	700514503	1	Each	$197.37
91	SA PREFER SUPT AAVP R7 SINGLE CPU CMN SRV	293632	1	Each	$10.57
92	SA PREFER SUPT AES R8 BASIC TSAPI	343972	1	Each	$0.37
93	SA PREFER SUPT CC R8 ELITE AGENT	344161	1	Each	$6.99
94	SA PREFER SUPT AURA R8 CORE SUITE	344279	1	Each	$2.80
95	SA PREFER SUPT ACP VM R4 STANDARD SOFTWARE	346231	1	Each	$22.45

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 #3 to Spotsylvania County Contract Agreement for Goods and Services, Contract #17-03-TV to be duly executed by their duly authorized officials, made as of the date first written above, and effective January 12, 2020.

SPOTSYLVANIA COUNTY, VIRGINIA

By:_____
EDWARD PETROVITCH Dated
COUNTY ADMINISTRATOR

MID-ATLANTIC BUSINESS COMMUNICATIONS, INC.

By: _____ 12-03-2019
GREG MILLER Dated
VP SALES

Approved as to form:

_____ 12/3/19
Asst. COUNTY ATTORNEY Dated

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Approval to Convert Information Services' Office Assistant Position from Part-Time to Full-Time
Type:	Action
Agenda Title:	Approval to Convert Information Services' Office Assistant Position from Part-Time to Full-Time
Recommendation:	Staff recommends that the Board approve the requested change to the full-time equivalency (FTE) for the Information Services Office Assistant position.
Non-Staff Name and Title of Presenters:	The conversion to full-time is warranted because of the increased volume of FOIA requests, records management requests and the need for overall support for the Information Services Department.
Summary:	Staff requests to change the assigned FTE for the Information Services part-time IT Office Assistant (0.63 FTE) position to a full-time (1.00 FTE) position. The conversion to full-time is warranted because of the increased volume of FOIA requests, records management requests and the need for overall support for the Information Services Department. By changing this position to a full time, the IT Office Assistant (G11) will provide an excellent career path opportunity for staff as an entryway to the administrative functions within Information Services, and to gain valuable skills to strive to other disciplines within Information Services going forward.
Committee/Commission Summary:	Finance Committee
Review Date:	11/21/2016
Status:	Approved
Financial Impact:	Adequate funding is available and appropriated within the FY 2020 Information Services budget to accomplish this change to the FTE.

Staff Contacts:	Richard Maidenbaum Deputy CIO; Jane Reeve CIO
Consequence of Denial/Inaction:	The consequence of denial/inaction is that there will be a risk of losing a valuable staff member to other full-time positions in the county or externally and the risk of not meeting demand in a timely manner.
Talking Points:	The conversion to full-time is warranted because of the increased volume of FOIA requests, records management requests and the need for overall support for the Information Services Department.

ATTACHMENTS:

File Name	Description	Type
IS_Office_Assistant_Budget_Adjustment_PT_to_FT_10312019.docx	Budget Adjustment	Agreement

FY 20 Budget Amendment Request Form

Date: October 31, 2019

Department: Information Services

Contact person: Richard Maidenbaum **Phone #:** 540-507-7708

Explanation of need for budget amendment: Change to the full-time equivalency (FTE) for the Information Services Office Assistant position (G11) from 0.63 FTE to 1.0 (FTE).

By changing this position to a full time IT Office Assistant (G11) will provide an excellent career path opportunity for staff as an entryway to the administrative functions within Information Services, and to gain valuable skills to strive to other disciplines within Information Services going forward.

The switch to full-time is warranted because of the increased volume of FOIA requests, records management requests and the need for overall support for the Information Services Department.

The annualized impact to the County's operating budget is approximately $16,552 and, if approved by the Board, will be factored into the FY 2021 Budget for the full-year. Funding for the partial-year adjustment in FY 2020 is available within the existing Information Services budget to accomplish this change in FTE.

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

Revenue Accounts Adjusted			**Amount**
Acct #		**$**	
	Total Revenue Adjustment	**$**	**0**

Expenditure Accounts Adjusted			**Amount**
Acct #	110-1251-405-1301 – Part-Time	**$**	($10,433)
	110-1251-405-1101 – Full-Time	**$**	10,433
	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**
Office Assistant	0.63	1.00

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.

Jane Reeve, Information Services
Name, Department

Name, Department

Recommendations

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

County Admin: __X __recommended _____ not-recommended
Explanation if not recommended:
_____
_____

Finance Committee: _X _ recommended ____not-recommended
Explanation if not recommended:
_____
_____

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Approval of Contract Modification #2 for Renewal to EMS Management & Consultants, Inc. for Third Party Medical Billing

Agenda Title:	Approval of Contract Modification #2 for Renewal to EMS Management & Consultants, Inc. for Third Party Medical Billing
Recommendation:	Approval of Contract Modification for Renewal to EMS Management & Consultants, Inc. for medical billing and collection services to medical transport providers.
Summary:	A Request for Proposal (RFP) was issued by the County of Rockingham in September 2016 for medical billing and collection services to medical transport providers. The County of Rockingham has a cooperative clause which allows other localities to use the services with the awarded vendor, EMS Management & Consultants, Inc. This is the second renewal year with one optional renewal remaining.
Financial Impact:	Adequate funding is available in 110-3240-422-3190
Staff Contacts:	Jay Cullinan, Chief FREM Brad Quann, Procurement Manager
Legal Counsel:	Jessica DesNoyer, Assistant County Attorney
Additional Background/Other Considerations:	Contract is signed by Contractor and County Attorney's Office and is attached.
Consequence of Denial/Inaction:	The County would lose the ability to conduct revenue recovery processes.

ATTACHMENTS:

File Name	Description	Type
Contract_Modification_#2_EMS_Management__Consultants_for_Novus_Posting.pdf	Modification #2 Billing	Agreement

MODIFICATION #2
TO
SPOTSYLVANIA COUNTY
CONTRACT AGREEMENT
FOR
GOODS AND SERVICES
CONTRACT #16-090716-01

THIS MODIFICATION #2 TO SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS AND SERVICES is made as of _____ ____, 2019 by and between BOARD OF SUPERVISORS OF SPOTSYLVANIA COUNTY, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the "COUNTY"; and EMS MANAGEMENT & CONSULTANTS, INC., a North Carolina Corporation ("CONTRACTOR"), in good standing and duly licensed to do business in the Commonwealth of Virginia.

WITNESSETH:

WHEREAS, the COUNTY and the CONTRACTOR entered into an Agreement titled "SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS AND SERVICES" (hereinafter the "AGREEMENT") dated May 10, 2017, to provide medical billing and collection services to medical transport providers for Spotsylvania County (hereinafter the "AGREEMENT"), and

WHEREAS, the AGREEMENT was subsequently renewed by "Modification #1 to Spotsylvania County Contract Agreement for Goods and Services, Contract #16-090716-01" ("MODIFIED AGREEMENT") dated and executed on November 28, 2018; and

WHEREAS, the COUNTY requires a continuation of these services for an additional one (1) year contract term, as is permitted under Article 2, subdivision 2.2., of the initial contract dated May 10, 2017; 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 #16-090716-01".

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

A. SECTION 2.2, OF ARTICLE 2, THE WORK AND AGREEMENT TERM LIMITS, 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 January 1, 2020 through December 31, 2020 and may be renewable thereafter for one (1) additional one (1) year term at the sole option of Spotsylvania County.

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

IN WITNESS WHEREOF, the parties hereto have caused Modification #2 to Spotsylvania County Contract Agreement for Goods and Services, Contract #16-090716-01, to be duly executed by their duly authorized officials as of the date first written above, and effective January 1, 2020.

SPOTSYLVANIA COUNTY, VIRGINIA

By: _____
EDWARD PETROVITCH Dated
COUNTY ADMINISTRATOR

EMS MANAGEMENT & CONSULTANTS, INC.

By: _____ 11-18-19
ALLAN LOGIE Dated
CPO

Approved as to form:

_____ 11/19/19
Asst. COUNTY ATTORNEY DATED

BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this day of , 2017 between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMS|MC") and SPOTSYLVANIA COUNTY (hereinafter "Client").

WITNESSETH:

WHEREAS, EMS|MC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client is normally engaged in the business of providing emergency medical services, and billable medical transportation services; and

WHEREAS, Client wishes to retain EMS|MC to provide medical billing and collection services as set forth in this Agreement.

WHEREAS, Client has identified County of Rockingham, Request for Proposal, RFP #16-09071601, Revenue Recovery, which allows other bodies to utilize the RFP and any resulting Agreement on a Cooperative Procurement basis. EMS|MC responded with a Proposal for EMS Billing Services for County of Rockingham, RFP #16-90716-01, dated September 26, 2016, and the parties entered into the Billing Services Agreement between EMS|MC and Rockingham County dated February 9, 2017.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **ENGAGEMENT.** During the term of this Agreement, EMS|MC shall provide routine billing, bill processing and fee collection services reasonably required and customary for service providers of similar size and situation to Client (the "Services"). The Services shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from primary

and secondary payers and patients or other entities, (as EMS|MC, in its sole discretion deems appropriate); (3) issuing patient statements for all unpaid balances; and (4) referring accounts which have not been collected during EMS|MC normal billing cycle to an outside collection agency if so directed by Client.

Accounts with outstanding balances after the insurance and/or third party payer has determined benefits due will be billed by EMS|MC to the patient. EMS|MC will send follow-up bills, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay. Once Client has submitted all necessary information, EMS|MC will bill all uninsured patients directly.

EMS|MC will provide Client with a monthly financial report, to Client within ten (10) business days of the last business day of the month. The month end report shall include an account analysis report, aging report and accounts receivables reconciliation report. Deposit reports will be provided daily.

EMS|MC shall provide appropriate storage and data back-up for all records pertaining to Client's bills and collections hereunder, accessible to Client during reasonable business hours.

EMS|MC shall maintain records of all Services performed and records of all financial transactions. EMS|MC shall retain all financial records not tendered or returned to Client on any termination hereof for at least seven (7) years, and retain all Medicare and Medicaid records for seven (7) years.

EMS|MC will comply with all applicable state and federal regulations applicable to EMS|MC in the provision of the Services hereunder. This undertaking will expressly survive the termination of this Agreement.

EMS|MC shall notify Client of all patient complaints about clinical services within five (5) business days of receipt and notify Client of all patient complaints about billing within ten (10) days of receipt.

Client shall promptly advise EMS|MC of notices of audit received by Client. EMS|MC shall directly advise Client of any notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payers, with which Client contracts ("Payer Inquiries"),. Client will be notified of Payer Inquiries within ten (10) business days of EMS|MC's receipt of same.

EMS|MC is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMS|MC will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMS|MC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by Client to receive such payments and as to such account only Client, through its officers and directors, shall have access.

The Services provided by EMS|MC to Client under this Agreement are conditioned on Client's fulfillment of the responsibilities set forth in Sections 2 and 3 of this Agreement.

EMS|MC shall have no responsibility to provide any of the following services:

(a) Determining the accuracy or truthfulness of documentation and information provided by Client;

(b) Providing services outside the EMS|MC billing system;

(c) Submitting any claim that EMS|MC believes to be inaccurate or fraudulent;

(d) Providing any service not expressly required of EMS|MC by this Agreement.

2. COMPENSATION OF EMS|MC.

(a) Client shall pay a fee for the Services of EMS|MC hereunder, on a monthly basis, in an amount equal to 5.25% percent of "Net Collections" as defined below (the "Compensation"). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFT's) received by EMS|MC from payers, patients, attorney's offices, court settlements, collection agencies, government institutions, debt set-off programs, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient's account, or any amounts paid directly to Client with or without the knowledge of EMS|MC that are paid, tendered, received or collected each month for Client's transports, less refunds processed or any other necessary adjustments to those amounts. The parties agree that a review of the "Net Collections" data for each twelve (12) month period of the Agreement term will be performed by the parties within thirty (30) days of the end of each twelve (12) month period of the Agreement term to determine the average revenue collected per transport so that the parties can discuss possible amendments to the Contractor's fee, if any. The following fee schedule shall be utilized in determining the percentage of "Net Collections" based on annual average revenue collected per transport.

County of Rockingham Cooperative Procurement Fee Schedule

Net Collections Fee Schedule		Management Fee %
	<= 224.99	7.00%
225.00	239.99	6.60%
240.00	254.99	6.20%
255.00	269.99	5.85%
270.00	284.99	5.55%
285.00	299.99	5.25%
300.00	314.99	5.00%
315.00	329.99	4.75%
	>=330.00	4.50%

EMS|MC shall submit an invoice to Client by the tenth (10th) day of each month for the Compensation due to EMS|MC for the previous calendar month. The Compensation amount reflected on the invoice shall be paid in full by the 20th day of the month in which the invoice is first presented to Client. Such amount shall be paid without offset unless the calculation of the amount is disputed in good faith, in which case Client shall pay the undisputed amount and shall provide EMS|MC with detailed written notice of the basis for the disputed portion no later than the time payment is normally due. All invoices are to be paid directly from Client's banking institution to EMS|MC via paper check, direct deposit or ACH draft initiated by EMSMC into EMS|MC's bank account.

In the event of a material change to the billing process and/or scope of Services provided in this Agreement or a significant difference in the original patient demographics provided by Client, EMS|MC reserves the right to, in good faith, negotiate a fee change with Client and amend this Agreement.

EMS|MC may, in its sole discretion, immediately cease to provide Services for Client should the outstanding balance owed to EMS|MC become in arrears. Claims processing will not resume until all outstanding balances are paid in full or arrangements approved by EMS|MC have been made to wholly resolve any outstanding balances.

FEES and CHARGES - A one-time late fee of 5% shall be added to any invoices that remain unpaid by the 5th day of the following calendar month in which such invoice is first presented to Client. Interest shall begin to accrue on all unpaid balances starting thirty (30) days after the presentment of said invoice for any unpaid balances at the rate of 1½% per month or the highest rate allowed under applicable law, whichever is lower.

3. RESPONSIBILITIES OF CLIENT.

The following responsibilities of Client are a condition of EMS|MC's services under this Agreement, and EMS|MC shall have no obligation to provide the Services to the extent that Client has not fulfilled these responsibilities:

(a) Client will pay all amounts owed to EMS|MC under this Agreement.

(b) Client agrees to provide EMS|MC with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments to better service Client's account.

(c) Client will provide EMS|MC with complete and accurate demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients, including the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMS|MC.

(d) In addition, Client shall provide complete and accurate medical record documentation necessary to ensure proper billing and secure claim payment; secure authorizations and signatures, including consent to treat, assignment of benefits and release of information, and physician certification statements (PCS) forms for all non-emergency transports. Client will report to EMS|MC within ten (10) business days of payments received directly by Client, and promptly notify EMS|MC of any cases requiring special handling or billing. Client must provide Patient Care Reports (PCR's) in a timely manner in order to achieve higher performance. Further, Client will: implement any reasonable changes that EMS|MC determines to be necessary for the accurate completion of billing forms and related documentation; execute all forms required by Medicare, Medicaid, CHAMPUS, and any other payer or insurance carrier to allow EMS|MC to carry out its billing and other duties under this Agreement; implement reasonable and customary charges for

complete, compliant billing as may be identified and recommended by EMS|MC; and maintain Client's own files with all original or source documents, as required by law. Client acknowledges that EMS|MC is not the agent of Client for storage of source documentation. Client will provide EMS|MC with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of Client's accounts.

(e) In addition, Client is to provide EMS|MC with complete and accurate medical records for each incident or patient service rendered for reimbursement [(i.e. the Ambulance Call Report (ACR) or Patient Care Report (PCR)]. The PCR record must thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered. Client represents and warrants that the PCR and any and all associated medical records, forms and certification statements provided to EMS|MC are true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.

(f) Client will obtain any and all additional patient documentation required by Centers for Medicare and Medicaid Services ("CMS") or any other governmental or commercial payer for reimbursement consideration, including but not limited to a Physician Certification Statements (PCS) or other similar medical necessity forms or prior authorization statements as deemed necessary by the payer.

(g) Client shall ensure that any refunds posted by EMS|MC are actually issued and paid to the patient, insurer, or other payer as appropriate.

(h) Client shall allow EMS|MC to audit Client's records and processes at least annually, and on a more frequent basis if reasonably necessary, upon ten (10) days advance notice to Client, during regular business hours, to attempt to ensure that Client is in compliance with this Agreement and that all fees due to EMS|MC have been paid.

(i) Client shall provide EMS|MC with access to its facilities and personnel for the purpose of providing on-site and/or online training to such personnel. Client shall cooperate with EMS|MC and facilitate any training that EMS|MC wishes to provide.

(j) Client shall complete EMS|MC's online training course within 90 days of the contract start date and all new hires will complete EMS|MC's online documentation training within 90 days of hire date. Newly developed training materials by EMS|MC should be mutually agreed upon by the parties to be required training.

(k) Client shall comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect this Agreement or the duties and responsibilities of the parties hereunder.

4. TERM OF AGREEMENT.

(a) This Agreement shall be effective commencing on July 1, 2017 and shall thereafter continue through December 31, 2018. This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. The Agreement shall automatically renew on the same terms and conditions as stated herein, for three (3) successive one (1) year terms, unless either party gives written notice of intent not to renew at least 60 days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions provided below.

(i) **Termination for Cause**. Notwithstanding Section 4(a), this Agreement may be terminated by either party at any time for Cause, as defined below, based on a material breach of a term or condition hereof by the other party which is not remedied by the other party within ten (10) days of written notice describing the breach in reasonable detail. "Cause" shall include the following:

(1) Failure of Client to make timely payments due under this Agreement;

(2) Any damage to property, business, reputation, or good will of the other party hereto arising from the gross negligence or willful misconduct of a party;

(3) Injury to any customer, independent contractor, employee or agent of the other party hereto arising from the gross negligence or willful misconduct of a party;

(4) Client's engagement of another billing services provider to provide services during the term of this Agreement;

(5) Harassment of any employee or contractor of a party or commitment of any act by a party which creates an offensive work environment;

(6) Failure to practice in accordance with the appropriate policies, standards and procedures established by the respective parties;

(7) Commitment of any unethical or immoral act which harms the other party or could have the effect of harming the other party; or

(8) Any breach of any material provision of this Agreement.

5. RESPONSIBILITIES UPON TERMINATION.

(a) Subject to Client's payment of all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMS|MC will make available to Client or its authorized representatives data from the billing system regarding open accounts in an electronic format, and will otherwise

reasonably cooperate and assist in any transition of the Services to Client, or its successor billing agent.

(b) Following termination of this Agreement, for a period of ninety (90) days (the "Wind Down"), EMS|MC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement, for the applicable fee set forth in Section 2(a). Client will continue to provide EMS|MC with copies of checks and payments on those accounts which were filed by EMS|MC under this Agreement. EMS|MC shall have no further responsibilities as to such accounts after the Wind Down; however EMS|MC shall be entitled to compensation as provided in Section 2(a) for such amounts filed by EMS|MC, regardless of whether such amounts are collected by Client during or after the Wind Down period. In the event Client has an outstanding balance owed to EMS|MC which is more than 45 days in arrears at the time of termination, or in the event that EMS|MC believes that Client has provided false or fraudulent claim information, EMS|MC shall have no obligation to provide any Services after the date of termination.

6. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.

(a) During the term of this Agreement, EMS|MC shall be Client's exclusive provider of the Services. Client may not directly file, submit or invoice for any medical or medical transportation services rendered while this Agreement is in effect.

(b) In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMS|MC as provided in Section 3(b) hereof and shall be treated as Net Collections for purposes of Section 2(a) hereof.

(c) In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered

services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.

(d) EMS|MC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information, Physician Certification Statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information.

(e) Client shall implement and maintain a working compliance plan ("Compliance Plan") in accordance with the most current guidelines of the U.S. Department of Health and Human Services ("HHS"). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.

(f) In accordance with the HHS Office of Inspector General ("OIG") Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government, if EMS|MC discovers credible evidence of Client's continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMS|MC has the right to (a) refrain from submitting any false or inappropriate claims, (b) terminate this Agreement and/or (c) report the misconduct to the appropriate authorities.

7. NON-INTERFERENCE/NON-SOLICITATION OF EMS|MC EMPLOYEES.

Client understands and agrees that the relationship between EMS|MC and each of its employees constitutes a valuable asset of EMS|MC. Accordingly, Client agrees that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement, whatever the reason, and ending three (3) years after the date of

termination of this Agreement (the "Restricted Period"), Client shall not, without EMS|MC's prior written consent, directly or indirectly, solicit or recruit for employment; attempt to solicit or recruit for employment; or attempt to hire or accept as an employee, consultant, contractor, or otherwise, or accept any work from EMS|MC's employees with whom Client had material contact during the term of this Agreement, in any position where Client would receive from such employees the same or similar services that EMS|MC performed for Client during the term of this Agreement. Client also agrees during the Restricted Period not to unlawfully urge, encourage, induce, or attempt to urge, encourage, or induce any employee of EMS|MC to terminate his or her employment with EMS|MC. Client has carefully read and considered the provisions of Section 7 hereof, and having done so, agrees that the restrictions set forth in such section (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

8. PRIVACY.

Confidentiality. All data and information furnished to EMS|MC by Client shall be regarded as confidential ("Confidential Information"), shall remain the sole property of Client and shall be held in confidence and safekeeping by EMS|MC under the terms of this Agreement. EMS|MC agrees that except as provided otherwise herein, its officers, employees and agents will not disclose to any person, firm or entity other than Client or EMS|MC's or Client's designated legal counsel, accountants or practice management consultants any information about Client, its practice or billing, or any of the patients of Client unless and to the extent required to do so by applicable law, including, without limitation, federal, state or local law enforcement authorities acting within their jurisdiction and/or acting under the law and/or under court orders. EMS|MC's obligations of confidentiality under this Section 8 shall not extend to: (1) information which is already in the possession of EMS|MC and not under a duty of non-disclosure; (2) information which is generally known or revealed to the public through no fault of EMS|MC; (3) information which is revealed to EMS|MC by a third party, unless such party is under a duty of non-disclosure of which EMS|MC is aware; or (4) information that was or is independently developed by EMS|MC without reference to or use of any of

the Confidential Information. In addition to the foregoing, EMS|MC and Client shall comply with the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and with the regulations promulgated thereunder, including, without limitation, the Privacy Rule, the Security Rule, and the amendments enacted in the Health Information Technology for Economic and Clinical Health ("HITECH") Act. EMS|MC and Client shall execute a separate Business Associate Agreement under HIPAA.

9. LIMITATIONS OF LIABILITY AND DISPUTE RESOLUTION

(a) EMS|MC and Client acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error. EMS|MC's sole obligation in the event of a billing error will be to correct the error by making appropriate changes to the information in its system, posting a refund if appropriate, and re-billing the underlying claim if permissible.

(b) A "Claim" is defined as any claim or other matter in dispute between EMS|MC and Client that arises from or relates in any way to this Agreement or to the Services, hardware, software, or data provided by EMS|MC hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise.

(c) To the fullest extent allowed by law, the total liability of EMS|MC to Client regarding any and all Claims shall be capped at, and shall in no event exceed, the total fees paid by Client to EMS|MC under this Agreement (the "Liability Cap"). All amounts that may be potentially awarded against EMS|MC in connection with a Claim are included in and subject to the Liability Cap, and shall not cause the Liability Cap to be exceeded, including, without limitation, all compensatory damages, other damages, interest, costs, expenses, and attorneys' fees. Provided, however, that nothing in the foregoing shall be construed as an admission of liability by EMS|MC in any amount or

as a waiver or compromise of any other defense that may be available to EMS|MC regarding any Claim.

(d) To the fullest extent allowed by law, EMS|MC and Client waive Claims against each other for consequential, indirect, special, punitive, exemplary, and treble damages, and for any other damages in excess of direct, compensatory damages (the "Non-Direct Damages Waiver").

(e) Subject to the Liability Cap and the Claim Time Limit, but notwithstanding the Non-Direct Damages Waiver, EMS|MC agrees to indemnify, hold harmless, and defend Client with reasonably acceptable counsel from and against any fines, penalties, damages, and judgments that Client becomes legally obligated to pay to a third party proximately caused by EMS|MC's gross negligence or willful misconduct. Provided, however, that this indemnity is subject to the following further conditions and limitations: (i) Client must provide prompt written notice to EMS|MC of the matter for which indemnity is or may be sought, within such time that no right of EMS|MC is prejudiced, and in no event no later than thirty (30) days after Client first becomes aware of the facts that give rise or may give rise to a right of indemnity; (ii) Client must allow EMS|MC the opportunity to direct and control the defense and handling of the matter for which indemnity is or may be sought; (iii) Client must not agree to any settlement or other voluntary resolution of a matter for which indemnity is or may be sought without EMS|MC's express consent; and (iv) Client shall not seek or be entitled to indemnify for amounts that Client reimburses or refunds to Medicaid, Medicare, any governmental entity, any insurer, or any other payer as a result of medical services or medical transportation services for which Client should not have received payment in the first place under applicable rules, regulations, standards and policies. Client waives all rights of indemnity against EMS|MC not in accordance with this subsection.

10. GENERAL.

Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client, or as establishing an agency relationship beyond EMS|MC's service as a billing and collection agent of Client under the express terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind Client.

Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party, except that this Agreement may be assigned without consent to the survivor in any merger or other business combination including either party, or to the purchaser of all or substantially all of the assets of either party.

Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns (where permitted), and transferees.

Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Client:
Spotsylvania County

_____

9119 Dean Ridings Lane, Room 2270
Spotsylvania, Virginia 22553

EMS|MC:
EMS Management & Consultants, Inc.
Laurie O'Quinn
2540 Empire Drive
Suite 100
Winston-Salem, NC 27103

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this section.

Governing Law. This Agreement and the rights and obligations to the parties hereunder shall be construed in accordance with and governed by the laws of the State of Virginia , notwithstanding any conflicts of law rules to the contrary. Venue for any dispute taken to court shall be in the Virginia State Courts of Spotsylvania County, Virginia.

Integration of Terms. This instrument constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter. Without limiting the foregoing, this Agreement supersedes and takes precedence over any inconsistent terms contained in any Request for Proposal ("RFP") from Client and any response to that RFP from EMS|MC.

Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

Severability. If any provision of this Agreement shall not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement. Any such invalid provision shall be subject to partial enforcement to the extent necessary to protect the interest of the parties hereto.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

EMS|MC:	CLIENT:
EMS Management & Consultants, Inc.	Spotsylvania County
By: Allan Logie	By: _____
Print Name: Allan Logie	Print Name: _____
Title: Chief Performance Officer	Title: _____
Date: 4/13/2017	Date: _____

APPROVED AS TO FORM:

Asst COUNTY ATTORNEY

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Approval of Purchase Order to Atlantic Emergency Solutions for 2020 Pierce Rescue Apparatus

Agenda Title:	Approval of Purchase Order to Atlantic Emergency Solutions for 2020 Pierce Rescue Apparatus
Recommendation:	Approval of a Purchase Order to Atlantic Emergency Solutions for the purchase of a 2020 model year Pierce Arrow XT Heavy Duty Rescue Apparatus in the amount of $1,141.905.00
Summary:	A Request for Proposal (RFP) was issued for fire apparatus by the Public Procurement Authority for members of National Purchasing Partners (NPPGov) of which the County is a member. NPPGov is a national cooperative procurement organization specializing in Fire/Rescue and Law Enforcement members' needs.
Financial Impact:	FR2002
Staff Contacts:	Jay Cullinan, FREM Chief; Brad Quann, Procurement Manager
Legal Counsel:	Jessica DesNoyer, Assistant County Attorney
Additional Background/Other Considerations:	The Purchase Order has been approved as to form by the County Attorney's Office.
Consequence of Denial/Inaction:	Failure to purchase the replacement Heavy Duty Rescue 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_20024_Signed_by_Co_Attorney.pdf	Purchase Order	Agreement
Project_Budget_Wrksht_Pierce_2020_Fire_App.pdf	Project Budget Worksheet	Backup Material

PURCHASE ORDER

County of Spotsylvania

Procurement Division

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

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

P.O. Number 20024

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

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

Attn: Michael Yancey

Ship To: **Spotsylvania County FREM**
9119 Dean Ridings Lane
Spotsylvania,VA 22553

Attn: Steve Cooper

P.O. DATE	SHIP VIA	F.O.B. POINT	TERMS
November 27, 2019		Destination	Net 30 Days

QTY	UNIT	ITEM NUMBER AND DESCRIPTION	UNIT PRICE	TOTAL
1	EA	2020 Pierce Arrow XT Heavy Duty Rescue Apparatus as per Atlantic Emergency Solutions Letter and Proposal for County of Spotsylvania, Virginia dated October 8, 2019. Contract documents consist of: 1. Spotsylvania County Purchase Order #20024 dated November 27, 2019 and Spotsylvania County Purchase Order General Terms and Conditions dated February 25, 2019; 2. Atlantic Emergency Solutions Proposal for County of Spotsylvania dated October 23, 2019; 3. Public Procurement Authority Master Price Agreement with Pierce Manufacturing, Inc. dated August 13, 2015; Eighth Amendment to Fire Apparatus Master Price Agreement dated February 1, 2019; 4. Pierce Manufacturing, Inc. Proposal for Public Procurement Authority Fire Apparatus Request for Proposal Solicitation No. 1420 dated February 6, 2015; 5. Public Procurement Authority Solicitation for Fire Apparatus, RFP #1420 dated October 22, 2014.		$1,141,905.00
			TOTAL	$1,141,905.00

If there are any questions concerning this purchase order, please contact Brad Quann - Spotsylvania County Procurement Division. Ph. 540-507-7596.

1. Please send one copy of your invoice.
2. In accordance with the prices, terms, delivery method, and specifications, including warranties, pursuant to any IFB and bid documents, or referenced Terms & Conditions delineated above.
3. Delivery constitutes acceptance of all terms and conditions.
4. Please notify us immediately if you are unable to ship as specified.
5. Send all invoices to:
   County of Spotsylvania 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

Requisitioner: Steve Cooper

Ed Petrovitch
County Administrator

Asst. 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

FY 2020 Replacement Fire Equipment

Project Budget Worksheet

Project #: FR2002

	Current Budget (as of Oct. 25, 2019)	Revisions (Nov. 26, 2019)	Revised Balance (Nov. 26, 2019)
Project Costs:			
Machinery & Equipment*	$1,368,555	($1,143,905)	$224,650
Atlantic Emergency Solutions	$0	$1,143,905	$1,143,905
Total Project Costs	**$1,368,555**	**$0**	**$1,368,555**
Project Funding:			
Cash	$1,368,555	$0	$1,368,555
Total Project Funding	**$1,368,555**	**$0**	**$1,368,555**

*The current budget shown is net of the $831,445 awarded to Atlantic Emergency Solutions in June 2019 for purchase of a tanker.

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Approval of Purchase Order to Donovan Paving, LLC for Berkley Convenience Center
Type:	Action
Agenda Title:	Approval of Purchase Order to Donovan Paving, LLC for Berkley Convenience Center Paving
Recommendation:	Approval of purchase order to Donovan Paving, LLC for Berkley Convenience Center Paving in the amount of $98,770.00.
Summary:	An Invitation for Bid (IFB) was issued for Asphalt Paving, Concrete and Associated Services, As Required by Fauquier County Government and Public Schools on October 28, 2016. The Fauquier County Government and Public Schools have a cooperative clause which allows other localities to purchase the asphalt paving services from the awarded vendor, Donovan Paving, LLC.
Financial Impact:	Adequate funding is budgeted and appropriated within project SW1401, for award of this contract for this purpose.
Staff Contacts:	Ben Loveday, Director of Utilities/Public Works, Brad Quann, Procurement Manager
Additional Background/Other Considerations:	This asphalt paving work is for Berkley Convenience Center located at 6013 Stanfield Road, Spotsylvania, VA 22551.
Consequence of Denial/Inaction:	Denial will result in the existing asphalt continuing to deteriorate to the point that it becomes unusable.

ATTACHMENTS:

File Name	Description	Type
Donovan Paving,		

Donovan_Paving__LLC_PO_#20044_Berkley_Convenience_Center.pdf	LLC Purchase Order #20044 for Berkley Convenience Center	Agreement

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 20044
P.O. number must appear on all related correspondence, shipping papers, and invoices:

To: **Donovan Paving, L.L.C.**
47 Broadview Avenue
Warrenton, VA 20186

Attn: Allen Crane
acrane@donovan-construction.com

Ship To: **Spotsylvania County Public Works**
P.O. Box 116
Spotsylvania, VA 22553

Attn: Josh Knight

	SHIP VIA	F.O.B. POINT	TERMS
December 11, 2019		Destination	Net 30 Days

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	EA	Paving work at Berkley Convenience Center located at 6013 Stanfield Road, Spotsylvania, VA 22551 as per Donovan Asphalt Paving Proposal #3261 dated September 23, 2019. Paving Berkley Convenience Center Contract documents consist of: 1. Spotsylvania County Purchase Order #20044 dated December 11, 2019 and Spotsylvania County Purchase Order General Terms and Conditions dated February 25, 2019; 2. Fauquier County Government & Public Schools Contract #32-17ksc, Asphalt Paving & Surface Treatment with Donovan Paving, LLC dated December 13, 2016; Contract #32-17ksc. Asphalt Paving & Surface Treatment Contract Renewal dated December 18, 2017; Notice of Contract Renewal dated March 14, 2019; 3. Fauquier County Government & Public Schools Invitation for Bids (IFB) #32-17ks dated October 28, 2016. 4. Donovan Asphalt Paving Proposal #3261 dated September 23, 2019;	$98,770.00	$98,770.00
			TOTAL	**$98,770.00**

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 Public Works
   P.O. Box 116
   Spotsylvania, VA 22553
6. Pursuant to Virginia Code §2.2-4311.1, seller warrants that during the performance of this contract, it will not employ unauthorized alien workers, as defined by the Immigration Reform and Control Act of 1986.

FOR OFFICIAL USE ONLY

Requisitioning Department: Utilities

Requisitioner: Josh Knight

Edward Petrovitch
County Administrator

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

SPOTSYLVANIA COUNTY 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 withheld all or part of the subcontractor's payment and the reason therefore;

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

DONOVAN PAVING L.L.C.
47 Broadview Avenue
Warrenton, VA 20186
Office 540-349-2009
Fax 540-349-3383
WWW.DONOVANPAVING.COM

DONOVAN ASPHALT PAVING

Proposal

Owner / Address
Spotsylvania County
Tim Garner

Date	Proposal #
9/23/2019	3261

Customer Phone	Customer E-mail	Terms of Payment	Project Manager
		Due on receipt	AC

Description of Work to be Completed	Total
SITE: Berkley Convenience Center Spotsylvania County, VA (Fauquier County Contract #DP32-ksc) Mr. Garner We are pleased to submit herewith our proposal to perform paving work at the above referenced site in the following described manner. 1) Remove existing asphalt and stone approx. 8 inches and waster onsite. (65'xAvg 49') (111'xAvg 35') 2) Remove existing concrete structure (4'x4') and dispose onsite. 3) Remove existing concrete pipe (Approx. 65') and dispose of onsite. 4) Fine grade the existing graded area to provide sheet drainage from the containers to the grass. (65'xAvg 49') 5) Fine grade the remaining area to a true plane to assure positive drainage (111'xAvg 35') 6) Place and compact 5.0 inches stone type 21-A. (65'xAvg 49') (111'xAvg 35') 7) Place 4.0 inches compacted, VDOT approved hot-mix asphalt type BM-25. New asphalt shall be compacted with a 7-ton vibratory roller to achieve a smooth and uniform surface. (65'xAvg 49') (111'xAvg 35') 8) Apply tack coat to bond the new asphalt to the base surface. (65'xAvg 49') (111'xAvg 35') 9) Place 3.0 inches compacted, VDOT approved hot-mix asphalt type IM-19. New asphalt shall be compacted with a 7-ton vibratory roller to achieve a smooth and uniform surface. (65'xAvg 49') (111'xAvg 35') 10) Demo existing concrete slab and dispose of onsite. (36'x25'x12") 11) Installing new concrete slab with rebar and slide plate (furnished by other) in accordance with sketch provided. (25'x44'x12") Fee	93,970.00
Add Alternate Place 3.0 inches compacted, VDOT approved hot-mix asphalt type IM-19. New asphalt shall be compacted with a 7-ton vibratory roller to achieve a smooth and uniform surface. (70'x30')	4,800.00

Total

By signing above, Owner agrees to the "Description of Work to be Completed" as stated above, and the attached Terms and Conditions.

DONOVAN PAVING L.L.C.
47 Broadview Avenue
Warrenton, VA 20186
Office 540-349-2009
Fax 540-349-3383
WWW.DONOVANPAVING.COM

DONOVAN ASPHALT PAVING

Proposal

Owner / Address
Spotsylvania County
Tim Garner

Date	Proposal #
9/23/2019	3261

Customer Phone	Customer E-mail	Terms of Payment	Project Manager
		Due on receipt	AC

Description of Work to be Completed — **Total**

If you have any questions in regards to this matter please advise. Thank you for the opportunity of quoting and trust we may be of service to you in this matter.

Respectfully Submitted,
Allen Crane

Allen Crane
Donovan Paving LLC

Owner Acceptance: S Knight Date: 9/24/19

SW1401 FY2020

Total $98,770.00

By signing above, Owner agrees to the "Description of Work to be Completed" as stated above, and the attached Terms and Conditions.

TERMS AND CONDITIONS

This Contract (the "Contract") is made between DONOVAN PAVING LLC ("DONOVAN PAVING LLC" or "Contractor ") and the Owner, as specified on page 1 of attached Proposal, the ("Owner"), referred to collectively as the "Parties". Contractor will furnish labor and equipment to perform the scope of work ("the Work") set forth on Proposal pages(s) under "Description of Work to be Completed". All depths and measurements are approximate. Contractor hereby proposes to furnish labor and materials to complete the Work in accordance with the attached Description of Work to be Completed for the Total as outlined on attached Proposal page(s):

~~Owner has the right to cancel this contract within (3) days from the date of acceptance unless emergency service is requested~~.

Contractor may withdraw this proposal if not accepted within thirty (30) days. Contractor reserves the right at any time before installation to adjust the price to reflect any increase in the cost of material. If payment is not received in full within sixty (60) days from completion date, then any and all warranty rights are waived. All terms and conditions are contingent upon optimal site, soil and weather conditions. In the event of inclement weather, labor disputes, accidents, delays or conditions beyond Contractor's control, all terms and conditions may be modified or adjusted accordingly.

Contractor warrants all asphalt installation work for one (1) year from the date of completion against material defects in workmanship. CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR USE. Warranty does not cover damages caused by Acts of God, acts of the Owner, other contractors, inclement weather, labor disputes, acts of public agencies or utilities, inspectors, or any other contingencies unforeseen by Contractor or beyond the control of Contractor. DONOVAN PAVING LLC does not warrant or guarantee against erosion, settlement or sinking. All warranties and guarantees are void if sealer is applied by any person or entity not affiliated with DONOVAN PAVING LLC. Owner is responsible for any necessary maintenance, lawn grading, back-filling or reseeding after installation. Contractor does not warrant or guarantee against damage done by snowplows, vegetation growth, gas, oil, chemical spills, or by large vehicles in excess of design capacity. Contractor does not warrant or guarantee drainage of surface water for areas having less than 2% grade as determined by Contractor. Seal coating and crack filling services are not under warranty for material defects however DONOVAN PAVING LLC will correct any installation defects upon 48 hour notification by customer after installation.

The terms of payment, unless specified in writing on the Proposal page(s) do not include permit fees, landscaping, sub-grade stabilization (undercutting) or sealer application If the Owner wishes to pay with a credit card an additional fee of 4% will be applied to the contract amount. Owner is responsible for obtaining any required permits and government approvals prior to the beginning of work. Location markings for TV Cables, irrigation systems, invisible pet fencing, and all other concealed conditions known or unknown by Owner shall be Owner's responsibility.

Change Order- Any alteration or deviation from the above Work that is directed by the Owner and involves extra costs will be executed only upon written orders and will become an additional charge over and above the original proposal. Unforeseeable additional costs: If corrective action is necessary due to undesirable base or unforeseeable conditions, as determined by Contractor, a change order shall be executed. If owner fails to authorize necessary corrective measures and/or extra work, all warranties and guarantees are void. Contractor will not be responsible for pavement failures and will be paid in full as stated. Prices are based on one mobilization unless noted. Extra mobilizations for any reason beyond the control of the Contractor will result in additional charges.

This contract constitutes the complete understanding between the parties and replaces all prior agreements and understandings between the parties, whether written or oral. No other promises will be binding unless agreed to and signed by both parties. If Owner's account is sent to a collection agency or attorney for collection, Owner will be held responsible for all fees and costs incurred in the collection process as well as interest of 1.5% per month. In the event that any dispute pertaining to the quality or completeness of the Work arises out of this Contract, ~~the dispute shall be submitted to arbitration and shall be decided in accordance with the Construction Industry Rules of the American Arbitration Association. Owner hereby waives all rights to trial by jury in all legal proceedings between purchaser and seller.~~ Payment is not contingent upon any third party's approval. This Contract shall be governed by the laws of the State of Virginia. If any provision or provisions of this Contract shall be held to be invalid, illegal, unenforceable or in conflict with the law of the State of Virginia, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

ACCEPTANCE: By signing the attached Proposal, Owner agrees that prices, Description of Work to be Completed, specifications, and Terms and Conditions are satisfactory and are hereby accepted. Owner further agrees that Contractor is authorized to perform labor and furnish materials as specified and the Terms of Payment will be made as stated on Proposal page(s). Owner further states by signing, that Owner has complete authority to execute this Contract and shall be bound thereby.

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Approval of Task Order #36-J to Sullivan Donahoe & Ingalls, P.C. for Lake Bottom Sewer and Water Line Booster Pump Design Amendment
Type:	Action
Agenda Title:	Approval of Task Order #36-J to Sullivan Donahoe & Ingalls, P.C. for Lake Bottom Sewer and Water Line Booster Pump Design Amendment
Recommendation:	Approve Task Order #36-J in the amount of $102,641.30 to Sullivan Donahoe & Ingalls, P.C. to provide engineering design services for the Lake Bottom Sewer and Water Line Booster Pump Design Amendment. The Task Order has been reviewed and approved as to form by the County Attorney's
Summary:	Services under this Task Order will be for engineering design services for the Lake Bottom Sewer and Water Line Booster Pump Design Amendment. The work authorized by this contract shall be for engineering design services related to the Lake Bottom gravity sewer and waterline and redesign of the proposed booster pump serving the Fawn lake area in Spotsylvania County. Procurement Policy for individual Task Orders was followed and the details concerning the Consultant's responsibilities for this particular task are included in the attached Task Order and Proposal.
Financial Impact:	Adequate funding is budgeted and appropriated within project WT1118, for award of this contract for this purpose.
Staff Contacts:	Ben Loveday, Director of Utilities/Public Works, Brad Quann, Procurement Manager
Legal Counsel:	Jessica DesNoyer, Assistant County Attorney
	Task Order is signed by vendor and County

Attorney's Office and is attached. This Task Order is in compliance with current Contract #16-16-TV-06 for professional 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:

Denial of this task order will not allow for redesign amendments to the booster pump station to allow for sufficient fire flow and water pressures for Brock Road and Fawn Lake area water system.

ATTACHMENTS:

File Name	Description	Type
Task_Order_#36-J_SDI_Lake_Bottom_Sewer_and_Waterline_Amendment_for_Novus.pdf	Task Order #36-J to SDI for Lake Bottom Sewer and Waterline Booster Pump Design Amendment	Agreement
Project_Budget_Wrksht_SDI_Task_Order_36-J.pdf	Project Budget Worksheet for SDI Task Order #36-J	Agreement

TASK ORDER #36-J FOR
SPOTSYLVANIA COUNTY CONTRACT AGREEMENT
FOR PROFESSIONAL SERVICES
Contract #16-16-TV-06

In accordance with the Spotsylvania County Contract Agreement for Professional Services this Task Order #36-J and Proposal for Lake Bottom Sewer and Waterline Booster Pump Design Amendment is made as of _____ ____, 2019 by and between Spotsylvania County, a political subdivision of the Commonwealth of Virginia, ("COUNTY"); and SULLIVAN, DONAHOE AND INGALLS, P.C. a Virginia professional corporation licensed to do business in the Commonwealth of Virginia ("CONTRACTOR").

WITNESSETH:

WHEREAS the COUNTY and the CONTRACTOR entered into an Agreement made as of May 11, 2016, which was subsequently modified by "Modification #1 to Spotsylvania County Contract Agreement for Professional Services" dated June 3, 2016 and subsequently renewed by "Modification #2 to Spotsylvania County Agreement for Professional Engineering Services" dated May 10, 2017 and subsequently renewed by "Modification #3 to Spotsylvania County Agreement for Professional Engineering Services" dated May 9, 2018 and subsequently renewed by "Modification #4 to Spotsylvania County Agreement for Professional Engineering Services" dated May 15, 2019 to provide professional engineering services for Spotsylvania County, and

NOW, THEREFORE, the COUNTY and the CONTRACTOR, 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 #36-J and the Proposal, dated October 10, 2019 and prepared by CONTRACTOR attached hereto, and made a part hereof. This Task Order and Proposal for Lake Bottom Sewer and Waterline Booster Pump Design Amendment shall not exceed ONE HUNDRED TWO THOUSAND SIX HUNDRED FORTY-ONE DOLLARS AND THIRTY CENTS ($102,641.30).

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 #36-J and Proposal for Lake Bottom Sewer and Waterline Booster Pump Design Amendment to be duly executed by their duly authorized officials as of the date first written above.

SPOTSYLVANIA COUNTY, VIRGINIA

By:_____
Edward Petrovitch Dated
County Administrator

SULLIVAN, DONAHOE & INGALLS, P.C.

By: _____ 2019-11-25
Richard H. Furnival Dated
Partner/Director

Approved as to form:

_____ 11/19/19
Asst. COUNTY ATTORNEY Dated

SDI SULLIVAN DONAHOE & INGALLS
ENGINEERS, LAND PLANNERS & SURVEYORS

A Professional Corporation
Since 1965

ERIC V. SULLIVAN, L.S.
NOLAND C. DONAHOE
MICHAEL E. MOORE, P.E.
RICHARD H. FURNIVAL, P.E
KEITH L. OSTER, P.E.

EDISON L. SULLIVAN, L.S., (Ret.)
ERNEST N. DONAHOE, JR., P.E., (Ret.)
LARRY W. INGALLS, P.E., (Ret.)
THOMAS Y. WELSH, P.E., (Ret.)

P.O. Box 614
FREDERICKSBURG, VIRGINIA 22404
10720 COLUMBIA DRIVE
FREDERICKSBURG, VIRGINIA 22408
TELEPHONE: (540) 898-5878
FAX: (540) 898-3390

October 10, 2019

Mr. Ronnie Baker
Spotsylvania County Department of Utilities
600 Hudgins Road
Fredericksburg, VA 22408

10/22/19
Benjamin L. Loveday, P.E.
Director
Utilities/Public Works Department
County of Spotsylvania, Virginia

RE: **Engineering & Surveying Proposal**
Lake Bottom Sewer and Waterline
Booster Pump Design Amendment
Task #36-J

Dear Mr. Baker:

Sullivan, Donahoe and Ingalls, PC (hereinafter referred to as the Professional) is pleased to submit this proposal to provide civil engineering and surveying services for the above referenced project. In this proposal, we have included an outline of the scope of services required, and the proposed fees for our services.

Should the project change and the scope of services increase, we will prepare a new proposal or proceed under the "Additional Services" section of this proposal with your authorization.

Project Description

The project associated with this proposal consists of providing additional consulting services necessary to provide requested amended services for the Lake Bottom gravity sewer & waterline project, located within the proposed Whitehall project in Spotsylvania County, Virginia. The services described in detail below, include Client-requested revisions to the project plans and redesign of the proposed booster pump serving the Brock Road and Fawn Lake area in Spotsylvania County, Virginia.

The revised plans and other project documents for the subject project are to be prepared by the Professional or his sub-consultant(s) as a part of the overall Task Order for the project. Based on scope of service changes and necessary sub-consultant services, a Task Order amendment for the project is required. A man-hour estimate for the work associated with this scope of services is included with this proposal.

Scope of Services

I. Wetland Permit Update – Amendment "J"

The Professional and the Environmental Subconsultant will prepare documentation and application(s) necessary for the renewal of USACOE and DEQ permits for the project. These permits are Nationwide Permits issued to expire on a regular schedule. Based on the project timeline, renewal of the permits is required for the anticipated construction schedule. This task is a supplement to the original Task Order due to adjustments to the overall project scope and schedule.

Fee: Hourly (See attached man-hour estimate)

II. Plan Administration & Specifications – Amendment "J"

The Professional shall assist in the plan approval process by meeting with reviewers, and by preparing plan revisions, letters of response and follow-up submittals, and project technical specifications. As well, the Professional shall prepare revised bid related documents, and assist the Client in obtaining and evaluating bids and awarding contracts. This task is a supplement to the original Task Order due to adjustments to the overall project scope.

Fee: Hourly (See attached man-hour estimate)

III. Booster Pump Plans – Amendment "J"

The Professional and the booster pump design subconsultant will prepare revised plans for the proposed water booster pump station, connecting to the Brock Road – Fawn Lake area water system. Due to increased design flow requirements, design of pressure reducing valves and vaults associated with the project has been requested by the County.

This task is a supplement to the original Task Order due to adjustments to the overall project scope. A copy of the subconsultant agreement is attached to this task order proposal for information.

Fee: Hourly (See attached man-hour estimate)

IV. Construction Administration – Amendment "J"

The Professional shall provide Construction Administration and attend construction phase project meetings as required in the Scope of Services when requested by the Client. This task is a supplement to the original Task Order due to adjustments to the overall project scope.

Fee: Hourly (See attached man-hour estimate)

V. Reimbursables – Amendment "J"

Prints, mylars, computer disc, mailings, Fed-Ex packages and other miscellaneous reimbursables shall be billed under the engineer's current rates.

Project Estimate: $500.00

Total Not-to-Exceed Task Order Amount: $102,641.30

VI. Additional Services

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

HOURLY RATES

Senior Engineer or Surveyor	$ 135.00/hr.
Project Engineer or Surveyor	$ 120.00/hr.
Design Engineer or Surveyor	$ 100.00/hr.
Senior Civil Tech	$ 100.00/hr.
Civil Tech	$ 80.00/hr.
Inspector	$ 80.00/hr.
Field Crew	$ 155.00/hr.
Clerical	$ 45.00/hr.
Easement Acquisition Tech	$ 100.00/hr.

PRINT FEES

Prints	$ 2.25 per Sheet (24"X36") ($10.00 minimum)
Prints (Half-size)	$ 0.50 per Sheet (11"X17") ($5.00 minimum)
Color Prints on Bond Paper	$ 6.00 per Sheet (24"X36") ($30.00 minimum)
Color Prints on Photo Paper	$ 4.50 per Sheet (24"X36") ($30.00 minimum)
Photocopies	$ 0.15 each
CD-ROM Charge	$ 30.00 each

REIMBURSABLES

FedEx/UPS	Cost + 5% (Minimum $45.00)
Mail	Cost + 5% (Minimum $ 5.00)
Outside Consultants	Cost + 5% + Coordination Time
Deliveries	$ 45.00/hr. + Mileage
Travel	Federal Standard Rate
CADD Charge	$ 120.00/hr. ($ 200.00 minimum)

Rates are effective for eighteen months from the date of this proposal.

Thank you for the opportunity of submitting this proposal and we look forward to working with you and your company.

Sincerely,

Richard H. Furnival, PE
Sullivan, Donahoe & Ingalls, PC

Man-hour Estimate	*Units*	*Rate*	*Estimate*

Wetland Permit Renewal - Amendment "J"

Employee Type	Hours	Rate/Hr.	Estimate
Sr. Engineer/Sr. Surveyor:	8	$ 135.00	$ 1,080.00
Project Engineer/Surveyor:		$ 120.00	$ -
Design Engineer/Surveyor:		$ 100.00	$ -
Survey Crew:		$ 155.00	$ -
Sr. Civil Tech:		$ 100.00	$ -
Civil Tech:		$ 80.00	$ -
Clerical:		$ 45.00	$ -
Wetland Consultant Amendment	1	$ 14,175.00	$ 14,175.00
Total:			**$ 15,255.00**

Plan Admin and Specs - Amendment "J"

Employee Type	Hours	Rate/Hr.	Estimate
Sr. Engineer/Sr. Surveyor:	24	$ 135.00	$ 3,240.00
Project Engineer/Surveyor:	24	$ 120.00	$ 2,880.00
Design Engineer/Surveyor:	24	$ 100.00	$ 2,400.00
Survey Crew:		$ 155.00	$ -
Sr. Civil Tech:		$ 100.00	$ -
Civil Tech:		$ 80.00	$ -
Clerical:		$ 45.00	$ -
Total:			**$ 8,520.00**

Booster Pump Plans - Amendment "J"

Employee Type	Hours	Rate/Hr.	Estimate
Sr. Engineer/Sr. Surveyor:	8	$ 135.00	$ 1,080.00
Project Engineer/Surveyor:		$ 120.00	$ -
Design Engineer/Surveyor:		$ 100.00	$ -
Survey Crew:		$ 155.00	$ -
Sr. Civil Tech:		$ 100.00	$ -
Civil Tech:		$ 80.00	$ -
Clerical:		$ 45.00	$ -
Booster Pump Design Subconsultant	1	$ 47,886.30	$ 47,886.30
Total:			**$ 48,966.30**

Construction Admin - Amendment "J"

Employee Type	Hours	Rate/Hr.	Estimate
Sr. Engineer/Sr. Surveyor:	40	$ 135.00	$ 5,400.00
Project Engineer/Surveyor:	200	$ 120.00	$ 24,000.00
Sr. Civil Tech:		$ 100.00	$ -
Clerical:		$ 45.00	$ -
Total:			**$ 29,400.00**

Reimbursables

Project Estimate			**$ 500.00**

Task Order not-to-exceed Total: **$ 102,641.30** ✓

September 24, 2019

Mr. Rick Furnival, PE
SDI- Sullivan Donahoe & Ingalls (SDI), PC
10720 Columbia Drive
P.O. Box 614
Fredericksburg, Virginia 22404

RE: Lake Bottom Water Booster Pumping Station – Change Order Fee Proposal for Development of Architectural and Valve Vault Designs

FILE: 5842/BD/General/Lake Bottom Pump Station

Dear **Mr. Furnival**

O'Brien & Gere Engineers, Inc. (OBG) is pleased to submit this proposal for a change order to the Lake Bottom Booster Pumping Station (BPS) Design project. The purpose of this proposal is to provide additional support related to the following tasks:

- Task 1: Provide architectural support on the final design of the Lake Bottom BPS
- Task 2: Design two pressure reducing valve (PRV) vaults in support of the Brock Road – Catlett Water Line Extension, 16" Water System Improvements (SDI Job No. 11-SP-0067)

This change order proposal is organized into the following components:

- Objectives and Project Approach
- Scope of Services
- Project Schedule
- Fee Estimate

OBJECTIVE AND PROJECT APPROACH

The objectives of this change order are broken up per the two tasks listed above and described below:

- Task 1 – Architectural Support for Final Engineering Design of Lake Bottom BPS
  - OBG will coordinate with the pre-fabricated building vendors (Smith Midland or Equal) and will develop requirements for incorporation of the vendor's standard architectural finish to the exterior walls of the Lake Bottom BPS building during the final design phases of the project. OBG's current scope of work excludes architectural services, which SDI planned to procure from others.
- Task 2 – Design Control Valve Vaults
  - OBG will develop Mechanical, Electrical, and I&C Plans and Details, along with corresponding specification sections for the installation of two PRVs and associated electrical and instrumentation components at the two PRV vault locations shown on the Brock Road – Catlett Water Line Extension, 16" Water System

Improvements Plans; SDI to incorporate Plans and Specifications into the Lake Bottom BPS Contract Documents. The first PRV vault connects into the 16" water line at Station 228+99 and is shown on SDI's Drawing 6 of 30 and the second PRV vault connects into the 16" water line at Station 142+92 and is shown on SDI's Drawing 8 of 30. These controls will position the County to increase pressure in the Fawn Lake Service Area in the future, while maintaining use of the Brock Road Tank in a new Brock pressure zone.

SCOPE OF SERVICES

Task 1 – Architectural Support

Task 1 of this change order proposal includes the following scope of services:

- Perform a code review for the new BPS in accordance with applicable County standards and International Building Codes
- Architectural design of the new booster station building to include drawings of the Floor Plan, Roof Plan, Exterior Elevations, and Cross Sections/Details. The architectural design will be based upon a pre-fabricated concrete building like those manufactured by Smith-Midland Corporation.
- Specifications documents to support the architectural design of the building and coordination with the pre-fabricated concrete building manufacturer.

Task 2 – Control Valve Vaults

Task 2 of this change order proposal includes the following scope of services (drawings and specifications for work completed under Task 2 will be included with the final design documents for the Lake Bottom BPS):

- Electrical Design
  - Apply to local electrical utility for 120-volt single phase electrical services to service panelboards located in a traffic pedestal near each vault. Coordinate service pole location with electrical utility company, and show on site plan with electrical equipment, conduit & wire layout.
  - Complete required engineering drawings and specifications for installation of the electrical equipment inside the PRV vaults. OBG assumes:
    - Electrical and instrumentation equipment can be installed inside an above-grade, traffic-rated pedestal adjacent to the vault.
    - Fee Estimate is based on development of two electrical drawing sheets. The engineering specifications will be combined with the electrical specifications created for the Lake Bottom BPS Final Design.
- Instrumentation and Control Design
  - Coordinate telemetry interface, local valve vault Remote Telemetry Unit (RTU) design, and valve and pressure control and monitoring devices with Owner. Mount the RTU in the traffic-rated pedestal containing the electrical equipment.
  - Complete the instrumentation and control engineering drawings and specifications for the installation of the instrumentation/control equipment for each PRV vault. OBG assumes that this will require one instrumentation drawing sheet. The engineering specifications will be combined with instrumentation and control specifications created for the Lake Bottom BPS Final Design.

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- Process Mechanical Design
  - Develop design drawings and specifications, as required for the valve installation and other required vault modifications to make the PRV assembly functional. OBG assumes that this will require three mechanical drawings and one additional specification section.
- Structural Design
  - The valve vaults will be based upon a pre-fabricated concrete vault. Structural design will focus on the layout and proper sizing of the valve vaults. OBG assumes that the valve vaults will be shown on the mechanical plans and no additional structural drawings will be required and that one specification will be provided for pre-fabricated concrete structures.

Implementation Plan – Tasks 1 & 2

1. Kick-Off Meeting and Task Plan Review. OBG will host a WebEx conference call with SDI and the County to discuss the scope of services, confirm project objectives and gather input from stakeholders on other aspects of the project (site constraints, historical knowledge, design preferences). Key topics to discuss are as follows:

   a. Review/confirm architectural basis-of-design.

   b. Review telemetry options and decide on telemetry interface that will work with the County's existing communication infrastructure

   c. Coordinate design effort with the County's existing SCADA system and preferred vendor

   d. Review the use of above grade structures to service the vaults

   OBG will prepare meeting minutes at the conclusion of this workshop for distribution to the County and SDI. The minutes, in addition to this change order proposal, will be used as the scope of engineering services for design.

2. Complete Contract Documents (100% - Design Stage)

   Design plans and specification packages will be prepared and submitted to SDI and the County for review as part of the Lake Bottom BPS 90% design package

   Contract documents (100%) will only include technical specifications (CSI MasterSpec Divisions) and construction drawings. No front-end documents will be prepared for this task. The scope of services for this task will also include the following:

   a. The contract documents will be reviewed with SDI and the County during the 90% Design Review Workshop for the Lake Bottom BPS Final Design.

   b. Submission of 10 hard copies and one electronic copy to SDI for submission to County

   c. Responses to review comments.

3. Bid-Ready Documents

   Following the design review workshop, OBG will complete the Bid-Ready Design Drawings, Specifications and construction cost estimate for bidding purposes.

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PROJECT SCHEDULE

The BPS architectural and PRV vault-related design documents will be provided as part of the Lake Bottom BPS final design and will be submitted with the BPS design documents. The same schedule shall apply to the work specified herein.

Fee Estimate

We propose to perform the work for a Lump Sum Fee of $45,606. This fee includes $15,072 for Task 1 – Architectural Support and $30,534 for Task 2 – Control Valve Vaults. The following assumptions have been made in the preparation of this proposal:

- Site survey, subsurface investigation, utility location services and environmental assessments as required will be completed SDI and information will be provided to OBG. Should a subsurface investigation be required for this project, a detailed geotechnical report will be prepared and submitted to OBG alongside any soil boring information.
- Site civil, erosion and sediment control and stormwater management designs will be completed by SDI.
- Review of property records, obtaining easements, right of ways, coordination with property owners and property acquisition will be completed by SDI.
- OBG's project scope is limited to the new pump station and the two proposed PRVs and vaults, as detailed herein. Distribution system upgrades outside of the improvements required for the installation of the two referenced PRVs and associated appurtenances are considered to be out of scope of the project.

We are available to begin this work immediately upon authorization to proceed. We appreciate the opportunity to work for SDI. To authorize the work detailed in this change order fee proposal as part of the existing contract for the Lake Bottom Booster Pumping Station dated January 3, 2019 (provided as Attachment A), please countersign on the line below and return to OBG.

If you have any questions, please do not hesitate to contact the undersigned at (301) 731-1162.

Very truly yours,
O'BRIEN & GERE ENGINEERS, INC.

Tyler C. Padden, PE
Senior Project Engineer

George B. Rest, P.E
Sr. Vice President

Signed on this day: _____ By: _____

Rick Furnival, PE
Partner/Director
SULLIVAN DONAHOE & INGALLS, P.C.

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ATTACHMENT A

LAKE BOTTOM BOOSTER PUMPING STATION AUTHORIZED AGREEMENT

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PROFESSIONAL SERVICES AGREEMENT

Client No. 41250
Project No.

Between

SULLIVAN DONAHOE & INGALLS, P.C.

and

O'BRIEN & GERE ENGINEERS, INC.

In Connection With

Lake Bottom Water Booster Pumping Station

Spotsylvania County, VA

Agreement by and between SULLIVAN DONAHOE & INGALLS, P.C., with offices located at 10720 Columbia Drive, Fredericksburg, VA, 22404 ("Client") and O'BRIEN & GERE ENGINEERS, INC. of 4201 Mitchellville Road, Suite 500, Bowie, MD 20716 ("Engineer").

WHEREAS, Client has been retained by Spotsylvania County to provide engineering services for water system improvements related to County's Fawn Lake Area Water System, and

WHEREAS, Client has requested Engineer to provide services as its subcontractor, as part of Client's agreement with Spotsylvania County,

NOW, THEREFORE, In consideration of the mutual covenants and agreements contained herein, Client and Engineer agree for themselves, their successors and assigns as follows:

1. Engineer agrees to perform the Services described in "Exhibit S", Scope of Services, in accordance with the General Terms and Conditions ("Exhibit M") of this Agreement and the Documents incorporated herein.

2. Client agrees to pay Engineer for performance of the Scope of Services, as provided in "Exhibit G", Basis of Fee, and in accordance with the General Terms and Conditions of this Agreement and the Documents incorporated herein, except that payment to Engineer shall be due no later fifteen (15) days after payment for Engineer's services is received by Client from Spotsylvania County.

3. The following documents are attached and incorporated into this Agreement with the intent that each be binding on the parties in accordance with its terms:

- Exhibit M – General Terms and Conditions
- Exhibit S – Scope of Services
- Exhibit G – Basis of Fee

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by a duly authorized officer or representative.

Signed this day: January 3, 2019

SULLIVAN DONAHOE & INGALLS, P.C.

By: _____
Rick Furnival, PE
Partner/Director

Signed this day: January 3, 2019

O'BRIEN & GERE ENGINEERS, INC.

By: _____
George B. Rest, PE
Senior Vice President

O'BRIEN & GERE ENGINEERS, INC.
STANDARD SERVICE TERMS AND CONDITIONS

1. **Definitions.** As and when used in this Agreement, each of the following terms shall have the meaning set forth below:
   a) **Agreement** shall mean this Proposal, including the following: Letters of Authorization or the job specific terms on the face of any Purchase or Change Order and the other Exhibits incorporated in this Proposal.
   b) **Law** shall mean federal, state, and local statutes, laws, ordinances, rules, regulations, and codes applicable to Services.
   c) **Losses** shall mean monetary damages suffered or costs and expenses incurred, including interest and reasonable attorney's fees, as a result of any demand made, cause of action asserted, judgment or decree entered, or any fine or penalty imposed, or any settlement payment consented to by both parties in connection with this Agreement.
   d) **OBG** shall mean the company issuing the Proposal, O'Brien & Gere Engineers, Inc., unless otherwise stated in the Proposal.
   e) **Project** shall mean the overall work to be performed, including Services to be performed by OBG or others on behalf of Client at or in connection with project site(s).
   f) **Reimbursable Expenses** shall mean the expenses reasonably incurred by OBG, its agents and subcontractors in performing Services, including, but not limited to, materials, supplies, use of specialized equipment, travel and subsistence costs, including mileage, cellular and non-local telephone and other communication charges, express delivery, postage and freight charges, word processing, computer processing and reproduction and printing charges required in providing Services, and technical services by others, plus permit fees, taxes, charges and assessments on Services (unless specifically included in the Scope of Services).
   g) **Services** shall mean the professional, technical and other consulting services, work or tasks to be performed by OBG and its subcontractors as described in the Proposal.
2. **Changes in Scope.** Client shall have the right within the general purpose and intent of the Project to change, add or delete items from Services in writing and subject only to the agreement of OBG with respect to the effect on cost and schedule.
3. **Payment.** Payment of OBG's monthly invoice shall be due upon receipt. Balances more than thirty (30) days past due shall accrue interest at the rate of 1% per month or part thereof until paid.
4. **Term.** Unless otherwise provided in this Agreement, the Term hereof shall be from the date this Agreement is signed by both Client and OBG until the obligations imposed hereunder are fully satisfied or this Agreement is otherwise terminated. All Services shall be deemed to have been performed during the Term hereof.
5. **Status.** Except as otherwise provided in this Agreement, OBG shall perform the Services as an independent contractor and shall have sole control over the employment, assignment, discharge and compensation of its employees. OBG shall be solely responsible for complying with all applicable, federal, state and local employment, wage, tax, and insurance laws and licensing requirements.
6. **Standard of Care.** OBG agrees to correct or re-perform, without additional cost to Client, any Service not performed in accordance with the professional standard of care prevailing at the time and in the place where such Service is performed.
7. **Insurance.** Throughout the term of this Agreement, OBG shall maintain insurance in amounts not less than shown:

a) **Worker's Compensation**	Statutory amount where Services are performed
b) **Automobile**	$1,000,000
c) **General Liability**	$1,000,000
d) **Professional Liability**	$1,000,000
e) **Excess Umbrella**	$3,000,000 on "b" & "c"

   Client agrees to require all third parties engaged by or through Client in connection with the Project to provide OBG with current Certificates of Insurance endorsed to include OBG as an additional insured on their "b," "c" and "e" policies of insurance and authorizes OBG to enforce this provision directly with all Project related third-parties.
8. **Compliance with Law.** OBG shall comply with all Law applicable to Services, including federal and state Equal Opportunity Laws, orders and regulations, and further, OBG shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, physical and mental disability, or veteran status.
9. **Confidentiality.** Except when 1) authorized by Client in writing, 2) previously and independently known, 3) subsequently published through no fault of OBG or 4) lawfully obtained from a third party having independent knowledge, OBG shall treat as confidential all information obtained from Client. OBG shall provide Client with reasonable notice of and an opportunity to legally resist any effort by a third party to obtain disclosure of confidential information. OBG shall be permitted to comply with any judicial order. Client information marked confidential shall be returned to Client at the conclusion of Services.
10. **Patents.** Patentable ideas, products, equipment, materials or processes ("Ideas") developed, in whole or in part, with proprietary information or assistance of Client shall be the property of Client; provided, however, that OBG shall have an unlimited, royalty free, nonexclusive, nontransferable (other than to its successors), world-wide license for their use, reproduction, manufacture and sale. Ideas developed by OBG during or as part of its performance of the Services which do not depend on proprietary information or assistance provided by Client shall be the property of OBG; provided, however, that Client shall have an unlimited, royalty free, nonexclusive, nontransferable license for their use by and for Client.
11. **Client Responsibilities.** Client shall on a continuing basis throughout the term of this Agreement:
    a) maintain a designated representative, who shall be reasonably available to meet with OBG on Client's behalf;
    b) provide OBG with all relevant Project related data available to Client, and unless otherwise provided in the Scope of Services, Client shall provide OBG with accurate, current land surveys showing the location of on-site utilities and subsurface structures, test boring logs and other subsurface information necessary for performance of Services;
    c) provide all negotiation for, and acquisition of, lands, rights-of-way and easements required for performance of Services;
    d) arrange for access, entry and use of property of Client (including utilities thereon) and others, as and when reasonably required by OBG for performance of Services.

12. **Additional Cost or Delay.** OBG shall not be responsible or liable for delay or additional Project cost resulting from:
    a) the lack or insufficiency of performance by any person or entity not selected by, engaged by, and responsible to OBG,
    b) changes, delays or additional Services not necessitated by the acts or omissions of OBG,
    c) unreasonable or repeated delay in response to requests, applications or reviews by Client or third parties.
    d) damage to underground utilities or structures not accurately located on plans, maps or figures furnished to OBG.
13. **Change in Law.** Client shall bear the cost of any material change in or addition to Services resulting from a change in Law or interpretation effective after the date of this Agreement.
14. **Force Majeure.** Neither party shall be liable for loss or damage suffered by the other as a result of any failure or delay in the performance of its obligations under the Agreement caused by a Force Majeure event or circumstance beyond its reasonable control. The party relying on this provision shall give prompt notice to the other party of the event or circumstance and shall take all reasonable steps to resume performance at the earliest possible date. In the event of a Force Majeure, the time for performance of Services shall be extended by the number of days from the date notice is given until performance is able to be resumed.
15. **Other Use of Results.** Client acknowledges that deliverable documents, drawings and data in whatever form ("Documents") produced directly or indirectly through the efforts of OBG in performing Services and any analyses, recommendations, or conclusions ("Results") they contain are based upon the specific circumstances and conditions of the Project and are intended solely for use by Client in connection with the Project.

    Any change or other than agreed upon use of Documents or Results shall be at the sole risk of Client. Regardless of when delivered, Documents and Results shall become the property of Client upon OBG's receipt of payment. Client agrees to defend, indemnify and hold harmless OBG from and against any and all Losses arising from Client's direct or indirect use of Documents or Results, other than in connection with Project.
16. **Suspension of Services.**
    a) Client shall have the right to suspend all or part of the Services, provided, Client gives OBG at least seven (7) days' notice of the dates each suspension is to begin and end. In the event Client suspends Services for period(s) totaling more than ninety (90) days, Client agrees to pay reasonable costs incurred by OBG in (i) preserving and documenting Services performed or in progress, and (ii) demobilizing and remobilizing Services.
    b) In the event Client does not make timely payment of the invoiced amounts as provided herein, OBG shall in addition to its other rights, have the right, upon seven (7) days' notice, to suspend performance of all or part of the Services until (i) all past due amounts are paid, and (ii) satisfactory assurance of prompt future payment is received.
17. **Indemnification.**
    a) Subject to paragraph 19 of these Standard Service Terms & Conditions, OBG agrees to defend, indemnify and hold harmless Client, its directors, officers, employees, agents, successors and assigns from Losses to the extent and in the proportion caused by the willful misconduct or negligent acts, errors or omissions of OBG, its directors, officers, employees, and its agents, subcontractors, successors and assigns.
    b) To the extent and in the proportion not caused by the willful misconduct or negligent acts, errors or omissions of OBG, its directors, officers, employees or its agents, subcontractors, successors and assigns, Client agrees to defend, indemnify and hold said persons harmless from Losses arising in connection with Project.
18. **Limitation of Damages.** The parties waive any right they may have at law or in equity to demand or receive consequential or punitive damages.
19. **Liability.** The maximum liability of OBG, its directors, officers, employees and its agents, subcontractors, successors and assigns to Client pursuant to this Agreement, including paragraphs 6 and/or 17a of these Standard Service Terms & Conditions, shall be limited to Five (5) times the Agreement amount, but in no event more than $1,000,000.
20. **Mediation of Disputes.** The parties agree to make a good faith effort to resolve any controversy, dispute or claim arising out of, or related to, this Agreement ("Dispute") by the use of alternative dispute resolution procedures provided herein, prior to, and as a condition of, commencing any action or proceeding at law or in equity. Specifically, each party agrees to provide the other prompt written notice of the specific subject(s) and/or circumstance(s) in Dispute. If the Dispute is not resolved to the mutual satisfaction of the parties within ten (10) days of receiving notice, either party may request mediation. Mediation shall be 1) by a qualified, experienced mediator agreeable to both parties as supplied by the American Arbitration Association, Endispute, Inc., or other mutually agreeable source, 2) at the earliest available date of the mediator, and 3) in the major city closest to the Project site where OBG's Services are performed or as otherwise agreed by the parties. The cost of mediation services shall be shared equally by the parties.
21. **Termination.** Either party shall have the right to terminate this Agreement without cause upon thirty (30) days' notice.
22. **Modification.** This Agreement shall not be modified or replaced, in whole or in part, except by written amendment signed by both parties.
23. **Notice.** All notices shall be given to the other party in writing by hand delivery, by express service providing proof of delivery, by facsimile transmission and/or by registered mail, postage paid, return receipt requested, at the address appearing on the first page of this Agreement or such other address as the parties shall from time to time give notice.
24. **Interpretation.** This Agreement shall be interpreted and enforced in accordance with the Laws of the State of New York except for its choice of law rules.
25. **Severability.** If any provision of this Agreement is determined or declared by a court of competent jurisdiction to be invalid or otherwise unenforceable, all remaining provisions of this Agreement shall be unaffected and shall be interpreted so as to give the fullest practicable effect to the original intent of the parties.
26. **Waiver.** Unless otherwise agreed in writing, neither party's waiver of the other's breach of any term or condition contained in this Agreement shall be deemed a waiver of any subsequent breach of the same or any other term or condition of this Agreement.
27. **Integration.** This Agreement shall constitute the entire agreement between the parties. There are no representations or other agreements, oral or written, between the parties other than as set forth in this Agreement.

EXHIBIT S - SCOPE OF SERVICES

September 24, 2018

Mr. Rick Furnival, PE
SDI- Sullivan Donahoe & Ingalls (SDI), PC
10720 Columbia Drive
P.O. Box 614
Fredericksburg, Virginia 22404

RE: Lake Bottom Water Booster Pumping Station – Fee Proposal for Development of design documents

FILE: 5842/BD/General/Lake Bottom Pump Station

Dear **Mr. Furnival**

O'Brien & Gere (OBG) is pleased to submit this proposal to provide professional engineering services for the new Lake Bottom Pump Station, as a follow up to our September 6th meeting. The proposal is organized as follows:

- Project Understanding and Approach
- Scope of Services
- Project Schedule
- Fee Estimate

Project Understanding and Approach

Spotsylvania County (County) owns and operates the existing Lake Bottom water booster pump station (existing BPS). The existing BPS pumps water from the County's Five Mile Fork pressure zone (481 HGL) to the Fawn Lake pressure zone (531 HGL). The Fawn Lake pressure zone is located in the north-western portion of the County's water distribution system service area and the only feed of potable water into the pressure zone is via the existing BPS. The Fawn Lake pressure zone has an elevated water storage tank (Brock Road Elevated Storage Tank (EST) and the County primarily operates the existing BPS to fill the EST. The existing BPS and portions of the 12" water main on the suction and discharge sides of the existing BPS follow an old railroad easement. Both the existing BPS and portions of the existing water mains are difficult to access and maintain due to the terrain. The County had contracted with Sullivan Donahoe & Ingalls (SDI) to design a replacement for the existing BPS at a location with better access and design portions of the connecting 12" water mains on the suction and discharge sides of the relocated BPS. The design is close to completion.

OBG is currently completing a comprehensive water and wastewater master plan for the County. As part of that work, OBG identified deficiencies (i.e., pressures and available fire flows) in the Fawn Lake pressure zone. OBG recommended raising the hydraulic grade in the Fawn Lake pressure zone to address low system pressure issues and installing larger pumps at the Lake Bottom BPS to improve fire flows. A small portion of the existing distribution system near the EST will remain at the existing 531 HGL. This small area will be isolated (by others) from the new higher Fawn Lake pressure zone with pressure reducing valves.

The above noted hydraulic changes have a direct impact on the design of the relocated Lake Bottom BPS. Because the design of the pipeline is not impacted by OBG's recommendation, the County decided to proceed with bidding that work, while the Lake Bottom pumping station is re-designed to the new requirements. Figure 1 below shows the proposed location for the new Lake Bottom BPS.

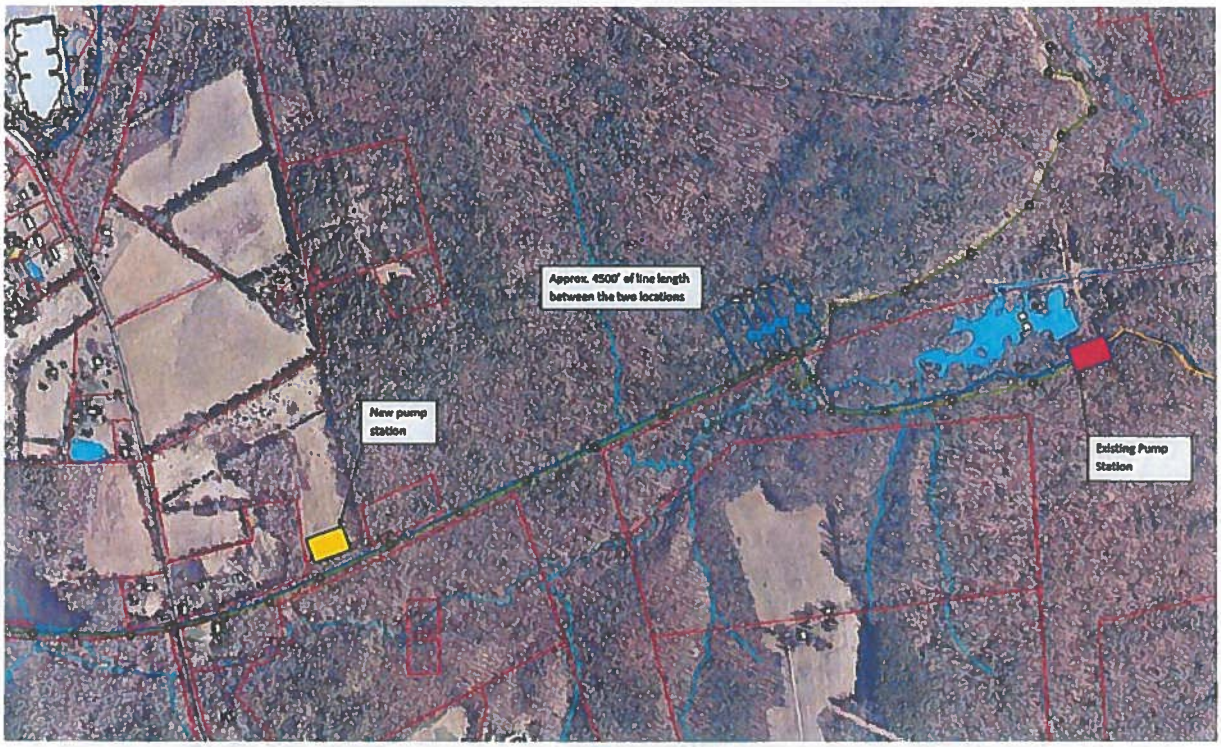

Figure 1: Selected site for the new Lake Bottom Booster Pump Station

OBG and County personnel conducted a site visit to the location of the relocated BPS on September 6, 2018 to perform a visual inspection of the project area and identify potential sources for electrical power to the new BPS. Based on our site visit, it appears three phase power from Rappahannock Electric Cooperative (REC) is available along Brock Road and the County decided that they prefer running power from this source rather than the source used in the prior design.

As part of the master planning study, OBG developed and calibrated a water distribution system hydraulic model and is aware of the challenges associated with improving low system pressures and fire flows in the Fawn Lake pressure zone. By raising hydraulic grade in the zone, effectively the new Lake Bottom BPS will be pumping into a closed pressure zone (i.e., no floating storage) and the existing Brock Road elevated storage tank will be too low for the zone. The new Lake Bottom BPS will include pumps for the smaller domestic water usage as well as the larger fire flows. The pumping system and its controls will be designed to prevent system over-pressurization. The objectives of this project are:

- Use the County's calibrated hydraulic water system model to identify design parameters for the new Lake Bottom BPS.
- Coordinate with SDI and prepare a preliminary engineering report for the pump station design for submittal to Virginia Department of Health for approval.

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- Coordinate with SDI and prepare design documents, specifications and construction cost estimates for the new Lake Bottom BPS.
- Expedite project schedule to meet the County's plans for the overall upgrade to the Fawn Lake system.

Scope of Services

OBG will be responsible for the following aspects of the new Lake Bottom BPS design:

- Process mechanical design of the new booster pump, piping valves and appurtenances.
    - Two (2) domestic potable water pumps operating on variable frequency drives to meet system demands and to when needed, fill up the existing EST.
    - One (1) 1,500 gpm pump to provide fire flows.
    - Pressure relief/recirculation system to address system over-pressurization and to minimize pump(s) start/stops.
    - Pressure sensors on the discharge side of the pump station to control the start/stops of the domestic use pumps and the larger (fire flow) pump.
- Structural design of the new booster station foundation.
- Sizing of the new booster station structure for architectural design by others.
- Design of the yard piping (pump suction and discharge piping) within the pump station to tie-into the new 12" mains being designed by SDI.
- Electrical and instrumentation design of the new booster station and emergency power.
    - New electrical service
    - Standby generator and manual transfer switch to switch from primary to emergency power.
- HVAC and plumbing design for the new booster station building.

We understand all other aspects of the design will be handled by SDI.

OBG's work will be organized into the following tasks:

1. Information Review and Project Kickoff Meeting. Readily available data and information will be collected at the onset of the project and reviewed for information pertinent to the project. The following information is requested (please note that some of the information noted below has already been provided to OBG):
    a. Design drawings and specifications for the BPS design completed by SDI
    b. Available survey and geotechnical information from the pipeline design completed by SDI, specifically in the vicinity of the new BPS site.
    c. SCADA/operational information for the existing Fawn Lake system and the ex. BPS
    d. Available environmental reports for the new BPS site.

    OBG will advise if additional information will be required for the project.

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OBG will hold a project kickoff meeting with the County and SDI to discuss the scope of services, confirm project objectives and gather input from stakeholders on other aspects of the project (site constraints, historical knowledge, design preferences).

OBG's will use the calibrated water hydraulic model to identify required flow and head conditions for the new BPS that addresses the fire flows and system pressures deficiencies in the Fawn Lake zone.

2. Preliminary Design and Development of Preliminary Engineering Report (PER). OBG will prepare a Preliminary Engineering Report (PER) (30% design) and submit to Virginia Department of Health (VDH) for approval of the selected design concept and parameters in a format that will meet VDH's requirements. The PER document will be prepared and include an overview, technical memoranda, preliminary design drawings, major equipment data sheets, preliminary construction cost, construction schedule and design calculations. The scope of services for the PER will also include the following:

    a. One (1) workshop with SDI and the County

    b. One (1) workshop with VDH staff

    c. Confirmation of the required permits for final design and construction

    d. Submission of 10 hard copies and one electronic copy of the draft PER to SDI for submission to County

    e. Submission of 10 hard copies and one electronic copy of the final PER to SDI for submission to the County

    f. Submittal of the final PER to VDH.

    g. Responses to VDH comments on the PER.

3. 90% - Design Stage Design Documents

    Plans and specifications for OBG's share of the pumping station design will be prepared and submitted to SDI. The design would also conform to local construction standards (Virginia Uniform Statewide Building Code (IBC, as amended – adopted statewide), NFPA 820 guidelines, County design guidelines and NEC (versions at time of this proposal) and Ten State Standards.

    Items to be included as part of this submittal are:

    a. Design plans and specifications (CSI MasterSpec Divisions)

    b. Construction cost estimates

    c. Design calculations and major equipment data sheets

    d. Construction Sequencing Issues.

    We understand that it is SDI's responsibility to package OBG's design documents with SDI's design documents, which would include cover sheet, table of contents, location plan, general notes, sediment and erosion controls, stormwater management, wetland related issues, if any, access road improvements, standard details, general civil specifications, front-end bidding documents, and all other work that is not specifically included in OBG's scope, but that is required for bidding.

    The scope of services for the 90% review includes:

    a. One (1) workshop with SDI and the County

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b. One (1) workshop with VDH staff

c. Submission of 10 hard copies and one electronic copy to SDI for submission to County

d. Responses to review comments.

4. 100%-Design stage, Bid-ready Design Documents

Final Design Drawings, Specifications and construction cost estimate will be prepared for bidding purposes. A Statement of Special Inspections memorandum will be prepared by OBG, the design engineer, in accordance with the International Building Code (IBC).

The scope of services for this task will also include the following:

a. Submission of 10 hard copies and one electronic copy to SDI for submission to County

Additional deliverables to be submitted to SDI include the following:

- Meeting minutes – We will prepare minutes from workshops and other meetings with SDI, County and VDH or other agencies and submit the minutes to SDI within ten (10) days. The minutes will document meeting discussions as well as action items.

5. Project Management. OBG will manage and administer the project with SDI (i.e., invoicing, scheduling, etc.). OBG will conduct general project management and administrative duties needed to maintain the contract with SDI which may include the following:

- Monitoring progress, scheduling, general correspondences, and administrative support
- Preparing and submitting progress reports to SDI on a monthly basis.

Project Schedule

OBG proposes the following project implementation schedule:

Task	Duration
Kickoff Meeting	One (1) Week from Notice to Proceed
Identify design parameters and develop draft Preliminary Engineering Report (PER)	Six (6) Weeks from Kickoff Meeting
Workshop #1 – PER review	One (1) Week from draft PER review by County
Complete 90% Design Documents/Submit to VDH	Eight (8) Weeks from Workshop #1
Workshop #2 – 90% Design Review	Two weeks from 90% design submission
VDH Permit Re-Submittal	One week from Workshop #2
Bid Ready (100%) Design documents	Four weeks from Workshop #2

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EXHIBIT G - BASIS OF FEE

We propose to perform the work for a Lump Sum Fee of $97,250. The following assumptions have been made in the preparation of this proposal:

- Site survey, subsurface investigation, utility location services and environmental assessments as required will be completed SDI and information will be provided to OBG.
- OBG will provide dimensions for the building layout and SDI will develop the architectural plans for the new BPS.
- Site civil, erosion and sediment control and stormwater management design are by SDI
- Review of property records, obtaining easements, right of ways, coordination with property owners and property acquisition are by SDI.
- OBG's project scope is limited to the new pump station. Distribution system upgrades are considered to be out of scope of the project.

SPOTSYLVANIA COUNTY

Lake Bottom Line

Project Budget Worksheet

Project # WT1118

	Current Balance (as of Nov. 27, 2019)	Revisions (Dec. 10, 2019)	Revised Balance (Dec. 10, 2019)
Project Costs:			
Design	$87,250	$0	$87,250
Sullivan, Donahoe & Ingalls	$0	$102,641	$102,641
Construction	$3,211,187	($102,641)	$3,108,546
Total Project Costs	**$3,298,437**	**$0**	**$3,298,437**
Project Funding:			
Cash	$3,298,437	$0	$3,298,437
Total Project Funding	**$3,298,437**	**$0**	**$3,298,437**

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Budget Adjustment and Appropriation for the Acceptance of the FY 2020 Virginia State Police Internet Crimes Against Children Task Force Sub-Award for the Sheriff's Office
Type:	Action, Resolution
Agenda Title:	Budget Adjustment and Appropriation for the Acceptance of the FY 2020 Virginia State Police Internet Crimes Against Children Task Force Sub-Award for the Sheriff's Office
Recommendation:	The Sheriff, Finance Committee, and staff recommend that the Board of Supervisors accept the attached FY 2020 budget adjustment and appropriation for the Virginia State Police Internet Crimes Against Children sub-award
Summary:	The Department of Criminal Justice Services (DCJS) has selected the Virginia State Police (VSP) to oversee the Northern Virginia/District of Columbia (NOVA/DC) Internet Crimes Against Children (ICAC) Task Force. The program requires existing task forces to develop multijurisdictional, multiagency responses to internet crimes against children and provides funding and other support to law enforcement agencies as a means to help them acquire and develop specialized knowledge, personnel, and equipment. VSP received funding through DCJS to provide for reimbursement of expenses associated with investigations and prosecutions of internet crimes against children. The VSP has appropriated a sub-award of $14,000 to the Spotsylvania County Sheriff's Office. The Sheriff's Office has opted to spend these funds on overtime and associated fringe benefits. All expenses associated with this project are specifically and exclusively related to the NOVA/ICAC Task Force's overall mission of

	combating internet crimes against children. There is no local match requirement and no requirement to continue to fund the program after the grant award expires
Committee/Commission Summary:	Finance Committee
Review Date:	11/21/2019
Status:	Approved
Financial Impact:	See attached budget adjustment form
Staff Contacts:	Captain Charles Carey, Sheriff's Office Captain Liz Scott, Sheriff's Office Annette D'Alessandro, Finance
Legal Counsel:	The award document was not reviewed by the County Attorneys office as the award was accepted by the
Additional Background/Other Considerations:	Although these are state funds, DCJS has adopted the federal standards of the Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP) for internet crimes against children task force. As such, the Spotsylvania County Sheriff's Office will need to comply with all primary measures as identified in the OJJDP Internet Crimes Against Children Task Force Program Grant Solicitation
Consequence of Denial/Inaction:	Denial of the sub-award will mean that the Spotsylvania County Sheriff's Office will lose the ability to utilize $14,000 in state funds for overtime and associated fringe benefits for internet crimes against children investigations conducted by the Spotsylvania County Sheriff's Office.

ATTACHMENTS:

File Name	Description	Type
FY20_ICAC_Award_-_Budget_Adjustment.docx	Budget Adjustment	Agreement
FY20_ICAC_Award_-_Resolution.docx	Resolution	Agreement

FY 2020 Budget Amendment Request Form

Date: November 15, 2019

Department: Sheriff's Office

Contact person: Captain Carey **Phone #:** 540-507-7164

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

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

Revenue Accounts Adjusted			Amount
Acct #	110-0000-324.04-13 State Grant Revenue	**$**	14,000
	Total Revenue Adjustment	**$**	**14,000**

Expenditure Accounts Adjusted			Amount
Acct #	110-3160-421.12-01 Overtime	**$**	12,790
Acct #	110-3160-421.21-01 FICA	**$**	793
Acct #	110-3160-421.21-02 Medicare	**$**	185
Acct #	110-3160-421.27-10 Workers' Compensation	**$**	232
	Total Expenditure Adjustment	**$**	**14,000**

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

Position FTE Change		
Position Title	**Existing FTE**	**Adjusted FTE**

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

Name, Department

Name, Department

Recommendations

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

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

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

At a meeting of the Spotsylvania County Board of Supervisors held on December 10, 2019 on a motion by _____ and passed _____ to _____, the Board adopted the following resolution:

RESOLUTION APPROVING
APPROPRATION OF FY 2020 FUNDS

BOARD OF SUPERVISORS **December 10, 2019**

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

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

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

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

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

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

BE IT FURTHER RESOLVED by the Spotsylvania County Board of Supervisors that the following appropriations be, and the same hereby are, made for the fiscal year beginning July 1, 2019, for expenditures in the amount of $14,000 to be utilized by the Spotsylvania County Sheriff's Office only for overtime and associated fringe benefits related to investigating internet crimes against children, to be expended only by order of the Board of Supervisors as follows:

GENERAL FUND: $14,000

(SEAL) A COPY TESTE: _____

Aimee R. Mann

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Approval of Task Order #9 to Rummel, Klepper & Kahl (RK&K) for Tidewater Trail 12-inch Water Main
Type:	Action
Agenda Title:	Approval of Task Order #9 to Rummel, Klepper & Kahl (RK&K) for Tidewater Trail 12-inch Water Main
Recommendation:	Approve Task Order #9 in the amount of $183,067.00 to RK&K to provide engineering design services for the Tidewater Trail 12-inch Water Main Project. Task Order has been reviewed and approved as to form by the County Attorney's Office.
Summary:	Services under this Task Order will be for engineering design services for installation of approximately 4,500 linear feet of new 12-inch diameter water main along Route 2 between Ruffin Drive and Mills Drive. The purpose of the project is to connect two existing water mains and provide redundancy in the water system. The work authorized by this contract shall be for engineering design services related to the Tidewater Trail 12-inch water main project. Procurement Policy for individual Task Orders was followed and the details concerning the Consultant's responsibilities for this particular task are included in the attached Task Order and Proposal.
Financial Impact:	Adequate funding is budgeted and appropriated within project WT2005, for award of this contract for this purpose.
Staff Contacts:	Ben Loveday, Director of Utilities/Public Works, Brad Quann, Procurement Manager
Legal Counsel:	Jessica DesNoyer, Assistant County Attorney
	Task Order is signed by vendor and County Attorney's Office and is attached. This Task Order is

in compliance with current Contract #16-16-TV-04 for professional 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:

Denial of task order will not allow for water main extension and improvements to the Tidewater Trail 12-inch waterline project and will not provide redundancy in the water main system.

ATTACHMENTS:

File Name	Description	Type
Project_Budget_Wrksht_-_TO_#9_RK_K.pdf	Project Budget Worksheet TO #9 to RK&K	Agreement
Task_Order_#9_RK_K_Tidewater_Trail_12-inch_water_main.pdf	Task Order #9 to RK&K Tidewater Trail 12-inch water main	Agreement

SPOTSYLVANIA COUNTY

Tidewater Trail Waterline

Project Budget Worksheet

Project # WT2005

	Current Balance (as of Nov. 11, 2019)	Revisions (Dec. 10, 2019)	Revised Balance (Dec. 10, 2019)
Project Costs:			
Design	$185,000	($183,067)	$1,933
Rummel, Klepper & Kahl, LLP	$0	$183,067	$183,067
Total Project Costs	**$185,000**	**$0**	**$185,000**
Project Funding:			
Cash	$185,000	$0	$185,000
Total Project Funding	**$185,000**	**$0**	**$185,000**

TASK ORDER FOR
SPOTSYLVANIA COUNTY CONTRACT AGREEMENT
FOR PROFESSIONAL SERVICES
Contract #16-16-TV-04

In accordance with the Spotsylvania County Contract Agreement for Professional Services, Task Order #09 and Proposal for Tidewater Trail 12-inch Water Main is made as of _____ ____, 2019 by and between Spotsylvania County, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the ("COUNTY"); and RUMMEL, KLEPPER & KAHL, LLP (RK&K) a Maryland Limited Liability Partnership licensed to do business in the Commonwealth of Virginia ("CONTRACTOR").

WITNESSETH:

WHEREAS the COUNTY and the CONTRACTOR entered into an Agreement made as of May 25, 2016, which was subsequently modified by "Modification #1 to Spotsylvania County Contract Agreement for Professional Services" dated June 3, 2016 and subsequently renewed by "Modification #2 to Spotsylvania County Agreement for Professional Engineering Services" dated May 10, 2017 and subsequently renewed by "Modification #3 to Spotsylvania County Agreement for Professional Engineering Services" dated May 9, 2018 and subsequently renewed by "Modification #4 to Spotsylvania County Agreement for Professional Engineering Services" dated May 15, 2019 to provide professional engineering services for Spotsylvania County, and

NOW, THEREFORE, the COUNTY and the CONTRACTOR, 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 #09 and the Proposal, dated October 2, 2019 and prepared by CONTRACTOR attached hereto, and made a part hereof. The Task Order and Proposal for Tidewater Trail 12-inch Water Main shall not exceed ONE HUNDRED EIGHTY-THREE THOUSAND SIXTY-SEVEN DOLLARS ($183,067.00).

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 #09 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 #09 and Proposal for Tidewater Trail 12-inch Water Main to be duly executed by their duly authorized officials as of the date first written above.

SPOTSYLVANIA COUNTY, VIRGINIA

By: _____
Edward Petrovitch — Dated
County Administrator

RUMMEL, KLEPPER & KAHL, LLP (RK&K)

By: _____ 11/18/19
Michael W. Myers — Dated
Partner

Approved as to form:

_____ 11/8/19
Asst. COUNTY ATTORNEY — Dated

17600 Fair Lakes Circle, Suite 300, Fairfax, VA 22033 | P 703.246.0028 | F 703.246.0123 | www.rkk.com

October 2, 2019

Ronnie Baker
Project Manager
Spotsylvania Utilities / Public Works Department
Director, Engineering & Construction Division
600 Hudgins Road
Fredericksburg , VA 22408

RE: Spotsylvania County Contract Agreement For Professional Services (Contract #16-16-TV-04)
Task Order #09 – Tidewater Trail 12-Inch Water Main

Dear Mr. Baker:

RK&K is pleased to present our proposal to assist Spotsylvania County with design services for this water main project. The project involves the installation of approximately 4,500 linear feet of new 12-inch diameter water main along Route 2 between Ruffin Drive and Mills Drive. The purpose of the project is to connect two existing water mains and provide redundancy in the water system.

We appreciate the opportunity to submit this proposal and look forward to working with you on this important project. Should you have any questions, please do not hesitate to contact me at 703-232-6981.

Sincerely,
Rummel, Klepper & Kahl, LLP

Michael A. Klevenz, P.E.
Senior Manager, Municipal Engineering

10/22/19
Benjamin L. Loveday, P.E.
Director
Utilities/Public Works Department
County of Spotsylvania, Virginia

cc: Michael Myers – RK&K
Jeff Kapinos – RK&K

SCOPE OF SERVICES

SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES
(Contract #16-16-TV-04)

Task Order #09 – Tidewater Trail 12-inch Water Main
October 2, 2019

PROJECT DESCRIPTION

Spotsylvania County plans to install approximately 4,500 linear feet of new 12-inch water main, starting at the existing water main just north of Route 17 (Mills Drive) and connecting back to the existing water main near the intersection of Route 2 (Tidewater Trail) and Ruffin Drive. The exact location of the northern connection point is to be determined after survey has been completed. A portion of the new water main will be installed across Ruffins Pond, either by open cut or trenchless methods. The water main will also cross the existing CSX railroad parallel to Billy Days Road.

SCOPE OF WORK

Rummel, Klepper & Kahl, LLP (RK&K) will provide Professional Engineering Services to Spotsylvania County for the development of design documents for the new water main. Based on meetings with the Spotsylvania County, the following scope of work is presented:

1. **Data Acquisition, Surveying, and Base Map Development** – RK&K will obtain available information about the project site through Spotsylvania County provided as-builts and GIS. A topographic field survey along the project route will be conducted by our surveying subconsultant, Sulliva, Donahoe, and Ingalls (SDI). SDI will coordinate with CSX to all permits that are required for the field work within the railroad right of way. Subsurface Utility Engineering (SUE) will consist of contacting Miss Utility to mark the project area. Field verification of the base map will be conducted prior to preparing the design drawings. It is our understanding that up to eleven (11) easement plats may be required. The County will obtain the easements and provide easement dedication documents.

   In the event that it is found that the Miss Utility markings did not accurately define all existing underground utilities, RK&K's subcontractor will provide SUE sevices in selected areas. These services include the use of geophysical sensing equipment for identifying, designating, locating and mapping existing and abandoned utility infrastructure. Techniques include magnetic, sonic, and acoustic technologies, ground penetrating radar, and radio frequency detection. No vertical location of utilities are included in the fee estimates.

2. **Preliminary Design** –RK&K will develop conceptual alignment options for the water main and conduct a preliminary site assessment to evaluate potential impacts to existing features, including environmental impacts. RK&K will prepare a technical memorandum presenting the options for installing the water main across the pond, summarizing potential impacts, and including a discussion of easements and a budgetary-level construction cost estimate.

3. **Water Main Design** – RK&K will prepare drawings, specifications, calculations, and an opinion of construction cost for the work. RK&K will design approximately 4,500 linear feet of water main, per Spotsylvania's requirements. The new water line will generally follow the alignment on the attached figure, but the actual location of the water line will be determined based on the preliminary site assessment and field survey. Construction drawings will include a Cover Sheet, General Notes and Details, Plan and Profile Sheets, and Erosion and Sediment Control Plans. It is anticipated that approximately six (6) plan and profile sheets will be included in the plan set, assuming a horizontal scale of 1"=25'.

4. **Permitting Assistance (Option 1)** – RK&K has included optional environmental and permitting services, decribed herein. Some of the permits that RK&K may need to assist with are listed below:

    a. Wetland/Stream Delineation – RK&K personnel will delineate jurisdictional wetlands and waters of the U.S. in accordance with the Corps of Engineer's delineation manual (1987 edition) by flagging the boundary of these areas within the construction corridor along the proposed alignment. Each flag will be located using a handheld sub-meter GPS unit. Appropriate documentation of existing conditions will be completed during the fieldwork. This fee also includes coordination with the Corps of Engineers to confirm the delineation.

    b. Water Quality Permiting – It is likely that the work can be performed under a USACE Nationwide 12 Permit, which allows temporary disturbance of wetlands if they are restored following construction. Correspondence to the appropriate agencies to acquire the permit will include a Joint Permit Application (JPA). The JPA requires a review under Section 106 of the National Historic Preservation Act. Although the USACE will perform this coordination, RK&K will coordinate with the Virginia Department of Historic Resources (VHDR) and utilize the Virginia Cultural Resource Information System (V-CRIS), which identifies known historical resources and will provide documentation for inclusion in the JPA. Additionally, a database review of threatened and endangered species must be performed and reported within the JPA. We have included a fee to cover the preparation of the permit application and support information.

    c. Railroad Permit Application – RK&K will assist with coordination and submittal of all permits that will be needed for construction within the CSX railroad right of way. It is assumed that the fees associated with these permits will be paid by the County.

5. **Geotechnical Evaluation (Option 2)** – If the new water main crossing Ruffins Pond and/or crossing the railroad is to be installed using trenchless methods, RK&K's geotechnical subcontractor, Schnabel Engineering, will perform an assessment to evaluate the subsurface conditions along the proposed alignment. The evaluation includes four (4) test borings at locations to be determined by RK&K. Schnabel will conduct laboratory testing on the samples taken at the test borings and prepare a geotechnical report summarizing the results, including recommended soil design properties and construction considerations.

6. **Bidding Assistance (Option 3)** – If needed, RK&K will provide bidding assistance when directed by Spotsylvania County. These services may include, but not be limited to, the following: attend pre-bid meeting, assist with contractor RFI's, assist with preparation of addenda, evaluation of bids, and contractor validation for notice of award purposes.

7. **Construction Administration Assistance (Option 4)** – Optional construction administration services are as follows:

    a. General Construction Assitance – RK&K will attend pre-construction meeting and monthly construction progress meetings and site visits (as requested), review shop drawings, respond to RFI, assist with review of change orders, and attend final inspection.

    b. Survey Stakeout – RK&K's surveyor (SDI) will perform a one time stake-out of the proposed water main for the successful contractor. Additional stake-out work will need to be paid for by the contractor.

c. As-Built Development – SDI will provide final as-built drawings for the waterline. RK&K will review as-built information with the County and contractor as well. Red-line markups will be provided to RK&K from the contractor.

SCHEDULE OF WORK

Milestone	Time Period
1. Data Acquistion,, Surveying, and Base Map	60 Days from NTP
2. Preliminary Design/Review by County	45 Days from Item 1
3. Design Drawings (60%)	60 Days from Item 2
4. Review of 60% Design by County	30 Days from Item 3
5. Design Drawings (90%) and Prepare Easement Plats	60 Days from Item 4
6. Review of 90% Design by County	30 Days from Item 5
7. Construction Drawings/Bid Ready	60 Days from Item 6*

* Actual bid date will be established once all easements are obtained.

The review times for Spotsylvania County are assumed. The above schedule should be utilized for planning purposes and will be refined as the project proceeds.

PROPOSED FEE

Based on the above scope of work and deliverables, our annual contract hourly rates and projected labor hours, the following lump sum fee is presented:

Task 9.1 – Data Acquisition, Surveying, and Base Map Development	$ 67,560
Task 9.2 – Preliminary Design	$ 9,882
Task 9.3 – Water Main Design	$ 49,073
Task 9.4 – Permitting Assistance (Option 1)	$ 25,383
Task 9.5 – Geotechnical Evaluation (Option 2)	$ 16,603
Task 9.6 – Bidding Assistance (Option 3)	$ 5,205
Task 9.7 – Construction Administration Assistance (Option 4)	$ 19,161
Task 9.8 - Reimbursable Expenses	$ 4,000
Total Fee	**$183,067**

This estimated fee will not be exceeded without your prior approval. Invoices will be prepared on a monthly basis.

TERMS AND CONDITIONS:

This work will be performed in accordance with the terms and conditions of the Spotsylvania County Contract Agreement For Professional Services (Contract #16-16-TV-04).

SERVICES NOT INCLUDED:

1. Agency approval/permitting fees will be the responsibility of the County
2. Title searches or easement acquisition assistance
3. Stormwater Pollution Prevention Plan
4. SUE Quality Level A
5. Hydraulic Modeling

Task 9 - Tidewater Trail 12-Inch Water Main

	Senior Manager - QA/QC	Project Manager	Sr.PE	Sr. CAD	Eng	Sr. Inspe	Estimated Fee	Expenses	Total
9.1 Data Acquisition, Surveying, and Base Map Development	6	0	32	30	12	0	$ 10,255	$ 57,305	$ 67,560
9.1.1 - Review of Existing Information	2		8		12		$ 2,872		
9.1.2 - Surveying and Base Map Development	2		12	16			$ 3,790	$ 18,160	
9.1.3 - Subsurface Utility Engineering (SUE)	2		4	6			$ 1,630	$ 22,865	
9.1.4 - Easement Plats (11 x $1,480)			8	8			$ 1,964	$ 16,280	
9.2 Preliminary Design	10	8	18	12	22	0	$ 9,882	$ -	$ 9,882
9.2.1 - Site Assessment	6		6		6		$ 2,861		
9.2.2 - Technical Memorandum	4	8	12	12	16		$ 7,022		
9.3 Water Main Design	16	44	90	144	94	0	$ 49,073	$ -	$ 49,073
9.3.1 - Drawings (Approx. 6 Plan and Profile Sheets)	6	18	42	84	36		$ 22,923		
9.3.2 - General Notes, Detail Pages, E&S Sheets, Misc.	2	4	14	24	10		$ 6,662		
9.3.3 - Technical Specifications	2	4	8		12		$ 3,631		
9.3.4 - Construction Cost Estimate	2	4	6		12		$ 3,336		
9.3.5 - Revisions to Drawings	4	6	12	36	24		$ 9,825		
9.3.6 - Review Meetings with County (2)		8	8				$ 2,695		
9.4 Permitting Assistance (Option 1)	0	18	82	8	88	0	$ 25,383	$ -	$ 25,383
9.4.1 - Wetlands and Waters Determination		12	54		64		$ 16,852		
9.4.2 - Water Quality Permitting		4	24		16		$ 5,949		
9.4.3 - Railroad Permit Application		2	4	8	8		$ 2,581		
9.5 Geotechnical Evaluation (Option 2)	2	4	8	0	4	0	$ 2,803	$ 13,800	$ 16,603
9.5.1 - Geotechical Evaluation	2	4	8	0	4		$ 2,803		
9.6 Bidding Assistance (Option 3)	4	6	16	4	4	0	$ 5,205	$ -	$ 5,205
9.6.1 - Bidding Assistance	4	6	16	4	4		$ 5,205		
9.7 Construction Administration Assistance (Option 4)	4	10	20	24	0	0	$ 8,101	$ 11,060	$ 19,161
9.7.1 - Construction Administration Assistance	4	8	12	12			$ 5,366		
9.7.2 - Survey Stake-Out for Contractor			4	4			$ 982	$ 7,860	
9.7.3 - As-Built Development		2	4	8			$ 1,753	$ 3,200	
9.8 Reimbursable Expenses (Vehicle Mileage, Printing)							$ -	$ 4,000	$ 4,000
Total Project Hours	42	90	266	222	224	0			
Billable Rate (Base Rate + Fee)+	$ 225.97	$ 189.62	$ 147.32	$ 98.12	$ 103.46	$ -			
Total	$ 9,491	$ 17,066	$ 39,186	$ 21,783	$ 23,176	$ -	$ 110,702	$ 72,365	$ 183,067

SDI SULLIVAN DONAHOE & INGALLS

ENGINEERS, SURVEYORS & ENVIRONMENTAL SERVICES

A Professional Corporation
Since 1965

ERIC V. SULLIVAN, L.S.
NOLAND C. DONAHOE
MICHAEL E. MOORE, P.E.
RICHARD H. FURNIVAL, P.E.
KEITH L. OSTER, P.E.

EDISON L. SULLIVAN, L.S., (Ret.)
ERNEST N. DONAHOE, JR., P.E., (Ret.)
LARRY W. INGALLS, P.E., (Ret.)
THOMAS Y. WELSH, P.E., (Ret.)

P.O. Box 614
FREDERICKSBURG, VIRGINIA 22404
10720 COLUMBIA DRIVE
FREDERICKSBURG, VIRGINIA 22408
TELEPHONE: (540) 898-5878

September 23, 2019

Ms. Jennifer L. Robinett, P.E.
Senior Project Engineer
RK&K
2901 S. Lynnhaven Road, Suite 300
Virginia Beach, VA 23452

RE: Engineering & Surveying Proposal
Tidewater Trail Waterline Extension
Surveying and Plats
Spotsylvania County, VA

Dear Ms. Robinett:

Sullivan, Donahoe and Ingalls, PC (hereinafter referred to as the Professional) is pleased to submit this revised proposal to provide civil engineering and surveying services for the above referenced project. In this proposal, we have included an outline of the scope of services required, and the proposed fees for our services.

Should the project change and the scope of services increase, we will prepare a new proposal or proceed under the "Additional Services" section of this proposal with your authorization.

Project Description

The project consists of surveying to support preliminary and final design plans for a 12-inch waterline extension project, approximately 4,500 linear-feet in length. The proposed utilities will be located along Tidewater Trail – U. S. Routes 2 & 17, in Spotsylvania County.

The intent of the design of this utility project is to connect existing facilities and improve public water service within the area. The points of connection and alignment for the water main will be determined by the Client during the Design phase but will be in the proximity of Ruffins Pond Subdivision and New Post Subdivision. The limits of the survey will be approximately 50' beyond the existing edge of pavement within the area depicted on a Client-provided sketch, by email on August 27, 2019. Soundings within a 100-foot corridor within Ruffins Pond will be provided as part of the project base mapping.

It is assumed with this proposal that wetlands are present within the proposed construction area. The Professional will provide survey location of all wetland flagging placed by the Client within the design corridor, if they are in place when the survey is ordered.

Scope of Services

I. Design Surveying and Base Mapping

The Professional shall establish horizontal and vertical control traverse. The field survey shall include existing elevations and observable physical features located within the construction limits. Additional field surveying will be performed as required to supplement available information for the final design plans, prepared by the Client. As well, the Professional shall contact Miss Utility and have existing underground utilities marked in the field prior to commencing field survey work. All marked utilities will be field located and shown on the base mapping. Optionally, as described herein, a SUE will be engaged to provide utility location services.

The Professional shall also perform courthouse research for properties and easements within the project limits and prepare a Property and Topographic Survey for base information necessary to prepare the final designs, prepared by the Client. The base information will be plotted at a scale no smaller than 1"=30' and include all observable physical features located within the construction corridor. VGIN topographic information provided to the Professional by the Spotsylvania GIS Department and other available information related to the project shall be used as the basis for the project base mapping.

Fee: Hourly (See attached man-hour estimate)

II. CSX Coordination

As necessary, the Professional will coordinate with CSX Railroad for permits and other access requirements related to the survey within Railroad Right-of-Way. Tasks associated with this scope of work include Permit Administration, and preparation of exhibits (in necessary). Permit fees (if required) will be billed as a reimbursable expense.

Fee: Hourly (See attached man-hour estimate)

III. Subsurface Utility Location Survey - Optional

If requested, the Professional shall contract with a Subsurface Utility Engineering

(SUE) subconsultant to have existing underground utilities located for the project base mapping. All marked utilities will be field located and shown on the base mapping. Underground utilities will be marked in the field prior to commencing field survey work or their locations will be provided by the SUE subconsultant. We have attached a copy of the Sub-consultant agreement as a supplement to this task order proposal.

Fee: Hourly (See attached man-hour estimate)

IV. Easement Plats

The Professional shall prepare easement plats for permanent and construction easements as necessary for the construction of the project. This task includes submission of plats to the Client and coordination of deeds of easement. It is assumed with this proposal that up to eleven (11) easement plats may be prepared.

Fee: Hourly (See attached man-hour estimate)

V. Easement Acquisition Services

The Professional or his sub-consultant shall provide easement acquisition services related to the utility easement plats, described above. These services include compensation determination based on recent tax assessment information (provided by the Client), field review of properties to be acquired, and preparation of Right-of-Entry and Easement Compensation Agreement Forms. Following preparation of the deed documents by County staff, the Professional or sub-consultant will contact the affected property owners (or attorney) to negotiate on the Client's behalf to obtain an executed easement agreement.

No land appraisal services are included in this scope of work. Any parcels involving owner refusal will be turned over to the Client for resolution. It is assumed with this proposal that up to eleven (11) easements will be acquired.

Fee: Hourly (See attached man-hour estimate)

VI. Construction Stakeout

The Professional shall perform construction stakeout for the above reference project for items requested by the Client or the Client's Contractor. The items of work for construction stakeout are generally assumed to be staking of limits of construction (clearing), hub & offsets, and cutsheets for utility structures.

Fee: Hourly (See attached man-hour estimate)

VII. As-Built Plans

The Professional shall prepare As-Built drawings in accordance with Spotsylvania County requirements for public utility lines within the project area. This work will include field survey work and annotation of existing design drawings for submission to Spotsylvania County. No inspections will be conducted as part of this work. Additional drawings, if required, shall be considered Additional Services.

Fee: Hourly (See attached man-hour estimate)

VIII. Meetings

The Professional shall attend meetings as required in the Scope of Services when requested by the Client.

Fee: Hourly (See attached man-hour estimate)

IX. Reimbursables

Prints, mylars, computer disc, mailings Fed-Ex packages and other miscellaneous reimbursables shall be billed under the engineer's current rates.

Estimated Fee $1,000.00

Total Not-to-Exceed Task Order Fee: $84,380.25

X. Additional Services

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

HOURLY RATES

Senior Engineer or Surveyor	$ 135.00/hr.
Project Engineer or Surveyor	$ 120.00/hr.
Design Engineer or Surveyor	$ 100.00/hr.
Sr. Civil Tech	$ 100.00/hr.
Civil Tech	$ 80.00/hr.
Field Crew	$ 155.00/hr.

Clerical	$ 45.00/hr.

PRINT FEES

Prints	$ 2.25 per Sheet (24"X36") ($10.00 minimum)
Mylars	$ 25.00 per Sheet (24"X36") ($45.00 minimum)
Vellum	$ 12.00 per Sheet (24"X36") ($45.00 minimum)
Photocopies	$ 0.15 each
Color Plots	$ 4.50 per Sq. Ft. ($45.00 minimum)

REIMBURSABLES

FedEx/UPS	Cost + 5% (Minimum $45.00)
Mail	Cost + 5% (Minimum $ 5.00)
Outside Consultants	Cost + 5% + Coordination Time
Deliveries	$ 45.00/hr. + Mileage
Travel	Federal Standard Rate
FAX	$ 0.50/page ($ 1.00 minimum)
CADD Charge	$ 120.00/hr. ($ 200.00 minimum)

Rates are effective for eighteen months from the date of this proposal.

General Conditions

1. The Client shall file for all permits and pay all fees. Reimbursable expenses shall be billed to the Client at established under Additional Services, above.

2. Cost of blueprints, mylars and other printing costs shall be billed monthly at the Professional's current rate for printing listed under Additional Services, above.

3. To the fullest extent allowed by law, the Professional's total liability to the Client for all claims arising from this project or under this Agreement shall not exceed the total amount of the Professional's fees listed in this Agreement or $50,000, whichever is less.

4. The Professional shall perform its services consistent with the professional skill and care ordinarily provided by Professionals practicing in the same or similar locality under the same or similar circumstances. The Professional shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

5. Unless specifically mentioned above, this proposal does not include any design for buildings, site lighting, special structures (retaining walls, etc.), pump stations, traffic impact analysis and earth calculations.

6. Design plans will be prepared in accordance with local standards. The Professional will use information provided by the Client's Architect to prepare design plans.

7. Unless specifically included under the scope of services described above, neither the Professional nor its sub-consultants (if any) shall assume any liability for the following:

    A. Construction means and methods (including monitoring or inspections of any kind)

B. Project scheduling
C. Budgeting, quantity opinions, or cost estimates
D. Construction management
E. Permitting
F. Geotechnical engineering or any other analysis or testing of subsurface conditions (including soils and the location of any utilities or structures not visible on the surface)
G. Identification or advice pertaining to any hazardous conditions, including but not limited to asbestos, petroleum, radioactive materials, hazardous waste, wetland delineation or other environmentally sensitive areas
H. Environmental Site Assessments
I. Job site safety or OSHA compliance
J. Compliance with the Americans with Disabilities Act of 1990 (ADA)

8. ALL work will be completed in accordance with a time schedule agreed upon by the Client and the Professional. All work will be performed during the Professional's normal work day. Normal work day shall mean Monday through Friday, 7:00 AM to 3:30 PM. for field crews, and 8:00 AM to 5:00 PM for office, not including holidays.

9. Client agrees to provide Professional with all access and right of entry to the site to perform its services in a timely manner. All necessary permits and permission to access the site shall be the sole responsibility of the Client.

10. The Client or the Client's Contractor shall provide the Professional with a time schedule when stakeout is required. The Professional shall respond within 72 hours, not counting weekends or holidays, of the Contractor's request for stakeout.

11. The Client or the Client's Contractor shall meet with the Professional and discuss the method of stakeout and how the Contractor wants work staked prior to starting any stakeout.

12. The Client or the Client's Contractor is responsible for protection and maintenance of all stakeout hubs and control points. In the event any survey points are destroyed, damaged, or lost, or made inaccessible by construction activity or other causes beyond the control of Sullivan, Donahoe and Ingalls and must be replaced, charges for replacement will be on an hourly basis.

13. The Professional will compute a stakeout plan based on the site plan and building plans provided by the Client, and will bill hourly for computing the plan.

14. The Client or the Client's Contractor shall order a minimum of three hours fieldwork per request for field stakeout. Less than the minimum will result in an hourly charge based on the rates shown for a minimum of three hours for a field crew for each site visit.

15. The Professional will not be liable for project downtime due to construction stakeout schedules.

16. Existing underground utilities will be shown in a general way only and the Professional does not certify to the location.

17. In the event the Professional's scope of services listed in this Agreement shall include periodic site visits during the construction phases, the Professional shall be serving only in the capacity as a consultant to advise the Client on issues involving progress and general design compliance. The Professional does not assume any responsibility for the quality or timeliness of any contractor's work, job site safety, continuous on-site inspections, or any issues that fall outside of the Professional's scope of services as defined in this Agreement.

18. All drawings, survey notes and other original documents as instruments of service shall remain the property of the Professional. The Client shall not use such documents without the Professional's written consent. The Professional shall not release any drawings or other project design information to others without the Client's consent. Upon request of the Client and following full payment of all fees, the Professional may make available to other professional design firms, any non-proprietary design information as required for subsequent third-party project design. The transfer of this non-proprietary information shall be in electronic format, provided that the third-party professional firm has executed the Professional's standard CADD Release Form.

19. The Client shall assist the Professional by placing at the Professional's disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.

20. The Client shall provide copies of all correspondence to the Professional relative to the work being performed by the Professional according to this agreement, including any correspondence between the Client and local, state or federal governmental or regulatory agencies.

21. The Client acknowledges that the approval process is both unpredictable and outside the Professional's control. The Professional does not guarantee approvals by any governing authority or outside agency, nor the ability to maintain any project review timeline.

22. All fieldwork performed by the Professional, outside the limits of the topographic survey necessary for the design and preparation of the design plans, shall be considered additional services.

23. The Landscape Plan shall show the minimum landscaping required for the development of the site only to the extent necessary to meet local governmental requirements.

24. No detailed written specification will be prepared by the Professional. All details and specifications will be shown on the drawings.

25. The above fees are based on performing the engineering design one time. Revisions and/or changes requested by the Client or review agencies are considered additional services.

26. The Professional shall perform services without the benefit of a "Title Report" unless a "Title Report" is submitted to the Surveyor prior to starting the survey.

27. Unless the Client provides a wetlands survey to the Professional before notice to proceed is given, the Professional is directed to furnish its services on the basis that the project has no wetlands or wetlands impact, and any liabilities or any revisions to services, or the project subsequently caused by and/or resulting from wetlands issues shall be at the cost of and the sole responsibility of the Client, who shall indemnify and hold the Professional harmless therefore.

28. The hourly rates in this proposal shall be in effect for a period of eighteen (18) months from the date of this proposal; at which time the hourly rates may be revised.

29. Each scope item will be billed at 100% when completed or at 80% when submitted to locality or other agency for review.

30. Invoices are due and payable upon receipt. If invoice is not paid within 30 days, the account shall be considered delinquent and a finance charge of one and one-half (1½%) per month shall be added to the account.

31. The Professional and the Client each agree to indemnify the other (including their respective Clients, officers, employees, agents and representatives) from all claims, including reasonable attorney's

fees, arising out of and to the extent caused by the other party's negligence. In addition, the Client agrees to indemnify the Professional, including reasonable attorney's fees, for any and all claims arising from work performed by any third party hired by the Client or resulting from any outside information provided by the Client to the Professional which was incorporated into the Professional's services.

32. The Professional shall carry throughout the performance of its services under this Agreement, the following insurance coverage:

- Commercial General Liability – Limit of $1,000,000 per occurrence
- Automobile Liability (including coverage for hired & non-owned autos) – Limit of $1,000,000 per occurrence
- Workers' Compensation – Statutory Limits
- Professional Liability – Limit of $1,000,000 per claim.

33. Either the Client or the Professional may terminate this agreement, without cause, after providing the other party with 30 days written notice.

34. In the event that the Client believes it may have a reason to terminate the Professional for cause, it must first cite its reasons, in writing, and then provide the Professional with 10 calendar days, following receipt of notice, to cure its default. In the event that the Professional fails to cure its default, Client may terminate this Agreement

35. In the event of any termination, regardless of cause, the Client shall immediately pay the Professional all outstanding fees, including reimbursable expenses due to the Professional, due through the date of termination.

36. In the event of an unresolved claim or fee dispute arising under this Agreement, the Client and the Professional shall submit to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. In the event that mediation shall not settle any outstanding dispute, then dispute shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect.

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.

Thank you for the opportunity of submitting this proposal and we look forward to working with you and your company.

Sincerely,

Richard H. Furnival, PE
Sullivan, Donahoe & Ingalls, PC

ACCEPTED:

CLIENT:_____

_____
Authorized Signature Date

_____
Name Title

Man-hour Estimate	*Units*	*Rate*	*Estimate*

Design Survey & Base Mapping

Employee Type	Hours	Rate/Hr.	Estimate
Sr. Engineer/Sr. Surveyor:	2	$ 135.00	$ 270.00
Project Engineer/Surveyor:	2	$ 120.00	$ 240.00
Survey Crew:	56	$ 155.00	$ 8,680.00
Sr. Civil Tech:	18	$ 100.00	$ 1,800.00
Civil Tech:	30	$ 80.00	$ 2,400.00
Clerical:	2	$ 45.00	$ 90.00
Total:			**$ 13,480.00**

CSX Coordination

Employee Type	Hours	Rate/Hr.	Estimate
Sr. Engineer/Sr. Surveyor:	8	$ 135.00	$ 1,080.00
Project Engineer/Surveyor:	12	$ 120.00	$ 1,440.00
Survey Crew:		$ 155.00	$ -
Sr. Civil Tech:		$ 100.00	$ -
Civil Tech:	12	$ 80.00	$ 960.00
Clerical:	2	$ 45.00	$ 90.00
Total:			**$ 3,570.00**

Subsurface Utility Location Survey - Optional

Employee Type	Hours	Rate/Hr.	Estimate
Sr. Engineer/Sr. Surveyor:	2	$ 135.00	$ 270.00
Project Engineer/Surveyor:	2	$ 120.00	$ 240.00
Survey Crew:		$ 155.00	$ -
Sr. Civil Tech:		$ 100.00	$ -
Civil Tech:		$ 80.00	$ -
Clerical:	2	$ 45.00	$ 90.00
SUE Consultant	1	$22,265.25	$ 22,265.25
Total:			**$ 22,865.25**

Easement Plats

Employee Type	Hours	Rate/Hr.	Estimate
Sr. Engineer/Sr. Surveyor:	2	$ 135.00	$ 270.00
Sr. Civil Tech:	8	$ 100.00	$ 800.00
Civil Tech:	4	$ 80.00	$ 320.00
Clerical:	2	$ 45.00	$ 90.00
Total per Plat estimate:			**$ 1,480.00**

	Plats	Per Plat	Estimate
Total per Phase	11	$ 1,480.00	**$ 16,280.00**

Easement Acquisition Allowance

Employee Type	Hours	Rate/Hr.	Estimate
Sr. Engineer/Sr. Surveyor:	2	$ 135.00	$ 270.00
Clerical:	8	$ 45.00	$ 360.00
Easement Acquisition Allowance	10	$ 52.50	$ 525.00
Consultant Expense Allowance	1	$ 210.00	$ 210.00
Total per Plat estimate:			**$ 1,365.00**

	Plats	Per Plat	Estimate
Total per Phase	11	$ 1,365.00	**$ 15,015.00**

Construction Stakeout

Employee Type	Hours	Rate/Hr.	Estimate
Sr. Engineer/Sr. Surveyor:	8	$ 135.00	$ 1,080.00
Project Engineer/Surveyor:	24	$ 120.00	$ 2,880.00
Survey Crew:	24	$ 155.00	$ 3,720.00
Sr. Civil Tech:		$ 100.00	$ -
Civil Tech:		$ 80.00	$ -
Clerical:	4	$ 45.00	$ 180.00
Total:			**$ 7,860.00**

As-built Plans

Employee Type	Hours	Rate/Hr.	Estimate
Sr. Engineer/Sr. Surveyor:	2	$ 135.00	$ 270.00
Survey Crew:	8	$ 155.00	$ 1,240.00
Sr. Civil Tech:	16	$ 100.00	$ 1,600.00
Civil Tech:		$ 80.00	$ -
Clerical:	2	$ 45.00	$ 90.00
Total:			**$ 3,200.00**

Meetings & Project Management

Employee Type	Hours	Rate/Hr.	Estimate
Sr. Engineer/Sr. Surveyor:	4	$ 135.00	$ 540.00
Project Engineer/Surveyor:	4	$ 120.00	$ 480.00
Sr. Civil Tech:		$ 100.00	$ -
Clerical:	2	$ 45.00	$ 90.00
Total:			**$ 1,110.00**

Reimbursables

Project Estimate	**$ 1,000.00**

Task Order not-to-exceed Total: **$ 84,380.25**

Schnabel ENGINEERING

September 27, 2019

Mr. Jeffrey P. Kapinos, PE
RK&K
2100 East Cary Street, Suite 309
Richmond, VA 23223

Subject: **Proposal for Geotechnical Engineering Services – Tidewater Trail Water Line, Tidewater Trail, Spotsylvania County, Virginia (Schnabel Reference 19P13334)**

Dear Mr. Kapinos:

SCHNABEL ENGINEERING, LLC (Schnabel) is pleased to submit this proposal to provide geotechnical engineering services for this project. We prepared this proposal in response to your request on September 24, 2019.

PROJECT AND SITE DESCRIPTION

The site is located southeast of Fredericksburg, along the southern edge of Business Route 17/Route 2 (Tidewater Trail) extending between Route 17 (Mills Drive) and Ruffin Drive in Spotsylvania County, Virginia. Within the project limits, Tidewater Trail is a two lane asphalt paved roadway that crosses over Ruffins Pond as well as an existing railroad parallel to Billy Days Road at the northern limit of the site.

There are existing overhead electric lines on the northern edge of Tidewater Trail and an existing buried gas line paralleling the southern edge.

The project consists of installing approximately 4,500 lf of new 12-inch water main along the southern edge of Tidewater Trail. The new water main will connect to the existing water main just north of Route 17 (Mills Drive) and to the existing water main near the intersection of Tidewater Trail and Ruffins Drive. The exact location of the northern connection will be determined after survey, which was not completed at the time of this proposal. A portion of the new water main will be installed across Ruffins Pond. We understand that this portion will be installed either by directional drilling or by draining the pond and using open-cut methods. The water main will also cross beneath the existing railroad parallel to Billy Days Road. We anticipate that the portion of the water line at the railroad crossing also be installed by trenchless methods.

We obtained the project information from sketches provided by you and communication with you.

OBJECTIVE AND SCOPE OF SERVICES

The objective of this study is to evaluate the subsurface conditions at the site and provide a geotechnical engineering report for the project. This study will be conducted under the supervision of a Professional Engineer registered in the Commonwealth of Virginia. Our proposed scope of services includes the following:

- Subsurface exploration, including:
  - 4 test borings to depths of 15 to 40 ft or prior refusal. Total drilling depth of 110 lf is proposed. The borings will be located at the entrance and exit pits for the directional drilling across Ruffins Pond and at the anticipated entry and exit pits for trenchless construction at the railroad crossing.
  - 3 temporary water observation wells in selected borings to provide long-term groundwater level data.

- Field services, including:
  - Boring layout.
  - Subcontracted traffic Control
  - Logging the subsurface exploration.

- Laboratory testing, including:
  - 12 Moisture Content, ASTM D2216.
  - 2 Natural Moisture Content and Density
  - 5 Grain Size Distribution, ASTM D422 (and/or D1140).
  - 5 Liquid Limit, Plastic Limit, and Plasticity Index of Soils, ASTM D4318.
  - 1 Unconsolidated-undrained Triaxial Shear Tests, ASTM D2850.
  - 3 Corrosion Potential Test Series (pH, Reduction-Oxidation Potential, Resistivity, Qualitative Test for Sulfides). **[OPTIONAL]**
  - 3 Water-soluble Sulfate and Chloride Test for soil. **[OPTIONAL]**

- Geotechnical engineering analysis and report, including:
  - Estimated subsurface conditions and groundwater levels within the area explored based on data collected in the subsurface exploration.
  - Corrosion potential test results **[OPTIONAL]**
  - Recommended soil design properties for use in trenchless water line construction design and support of excavation design.
  - Construction considerations related to the implementation of our recommendations.

ASSUMPTIONS

Proposed boring locations are shown on the Proposed Boring Location Plans included as Attachment 1. This proposal is based upon furnishing the subsurface exploration at the general locations indicated. We will coordinate with your office to establish final proposed boring locations once preliminary design information is available. Final boring locations will be offset as necessary to avoid existing structures, subsurface and overhead utilities, and other obstructions.

We will drill the borings to the depths indicated or to prior auger or sampler refusal. Sampler refusal is defined as a Standard Penetration Test N value of 50 blows for 1 inch or less penetration. In the event shallow obstructions are encountered below grade which cannot be penetrated with ordinary soil drilling equipment, the obstructed borings will be offset and re-drilled. Soil samples obtained in the subsurface exploration will be retained for a period of 45 days beyond the submission of our report unless other disposition is requested.

This proposal considers boring locations will be accessible with truck-mounted equipment. Progress of site work may be dependent upon weather and ground conditions, or other factors beyond our control. Some damage to the ground surface, grasses, and bushes may result from drilling operations. We will attempt to reduce any such damage, but no restoration is included.

We have considered that you or Spotsylvania County will provide rights of entry and access to the site. We have specifically excluded private property owner notification from our scope of services. We have assumed that borings along Tidewater Trail that require maintenance of traffic will require limited working hours of 9:00 AM to 3:30 PM. We have assumed that work within the VDOT right of way will require a VDOT Land Use Permit. We have assumed that an outside lane closure will be required to drill the Alignment 1 borings.

Borings will be backfilled with drill cuttings. We have assumed the subsurface materials are free of environmental contaminants and that the materials we will encounter will not require personal protective equipment beyond OSHA Level D. We have also considered no special handling of samples will be required. If environmentally contaminated materials are encountered, Schnabel will not take responsibility for managing them. We can advise the responsible party of alternatives under a separate assignment.

We will locate borings in the field using a submeter accuracy GPS unit.

We will contact *Miss Utility* prior to mobilizing any drilling or excavating equipment to the project site. Miss Utility will contact the appropriate public utility companies (or their contract locators) to mark their utilities on the project site. Between 48 and 72 hours are typically required to clear utilities on a site. We will not be responsible for damage or disruption of utilities or other subsurface features not indicated to us in advance.

CLIENT PROVIDED DATA

Our proposal is based on the client or others providing the following:

The client will provide electronic versions of topographic site plans indicating existing conditions and the proposed construction. The client will also provide details of the proposed construction, including structural loads.

The public utility companies will not mark private utilities on a site. Private utilities include all utilities between the public utilities' metering devices and any existing facility on site; all storm and sanitary sewers on site; buried electric lines to light poles, signs or other electrical devices; irrigation lines; etc. Location of private utilities is the responsibility of the Property Owner according to the *Miss Utility Virginia*

Professional Excavators' Manual. We assume work will be within the public right-of-way and no private utility location services are required. .

EXCLUSIONS

Services not specifically identified above are not included in the scope of services under this agreement. The following services are not included in our proposed scope, but can be provided upon request:

- Environmental studies.
- Attendance at client review meetings and progress meetings.
- Review of geotechnical aspects of the project plans and specifications.
- Geotechnical and materials observation and testing during construction.

LUMP SUM FEE

Our lump sum fee for the proposed services is as shown in the table below.

Task	Lump Sum Fee
Base Services	$12,780
Optional Corrosion Potential Testing	$1,020
TOTAL	$13,800

This fee is for the specific scope of services detailed herein. If the conditions encountered during our subsurface exploration are different from those anticipated, we will recommend that additional borings, hand augers or tests be performed. We will base the fee for these additional services on our current unit prices at the time you authorize the services.

GENERAL

We anticipate that you will issue a subcontract for services on this project, and that the terms and conditions contained therein will apply. Consultation after submission of our report will be provided at your request at our standard hourly rates in effect at the time.

We appreciate the opportunity to submit our proposal for these services and are looking forward to working with you on this project. Please contact us if you have any questions regarding this proposal.

Sincerely,

SCHNABEL ENGINEERING, LLC

Nathan C. Dumas, PE
Associate

MMS:NCD

Attachments:
(1) Proposed Boring Location Plan

Schnabel ENGINEERING

TIDEWATER TRAIL WATERLINE
TIDEWATER TRAIL
SPOTSYLVANIA COUNTY, VIRGINIA

Figure Name: PROPOSED BORING LOCATION PLAN		Done: M. SNARR	Attachment: 1
Project Number: 19P13334		Reviewed: N. DUMAS	Date: SEPT 2019

Tie existing 12" waterlines together
Have to cross railroad tracks and pond. Pond can be drained to just having a creek crossing.

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Approval of Task Order #10 to Rummel, Klepper & Kahl (RK&K) for Route 1 Water Main Extension
Type:	Action
Agenda Title:	Approval of Task Order #10 to Rummel, Klepper & Kahl (RK&K) for Route 1 Water Main Extension.
Recommendation:	Approve Task Order #10 in the amount of $216,827.00 to RK&K to provide engineering design services for the Route 1 Water Main Extension Project. Task Order has been reviewed and approved as to form by the County Attorney's Office.
Summary:	Services under this Task Order will be for engineering design services for installation of approximately 6,500 linear feet of new 12-inch diameter water main along Jefferson Davis Highway (Route 1) between Massaponax Church Road and Hickory Ridge Road. The purpose of the project is to connect the existing 12-inch water mains and provide redundancy in the water system. The work authorized by this contract shall be for engineering design services related to the Route 1 water main extension project. Procurement Policy for individual Task Orders was followed and the details concerning the Consultant's responsibilities for this particular task are included in the attached Task Order and Proposal.
Financial Impact:	Adequate funding is budgeted and appropriated within project WT1803, for award of this contract for this purpose.
Staff Contacts:	Ben Loveday, Director of Utilities/Public Works, Brad Quann, Procurement Manager

Legal Counsel:	Jessica DesNoyer, Assistant County Attorney Task Order is signed by vendor and County Attorney's Office and is attached. This Task Order is in compliance with current Contract #16-16-TV-04 for professional 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:	Denial of task order will not allow for water main extension to the Route 1 Water Main Extension Project and will not provide redundancy in the water system.

ATTACHMENTS:

File Name	Description	Type
Task_Order_#10_RK_K_Route_1_Water_Main_Extension.pdf	Task Order #10 to RK&K Route 1Water Main Extension	Agreement
Project_Budget_Wrksht_-_TO_#10_to_RK_K.pdf	Project Budget Worksheet Task Order #10 to RK&K	Agreement

TASK ORDER FOR
SPOTSYLVANIA COUNTY CONTRACT AGREEMENT
FOR PROFESSIONAL SERVICES
Contract #16-16-TV-04

In accordance with the Spotsylvania County Contract Agreement for Professional Services, Task Order #10 and Proposal for Route 1 Water Main Extension is made as of _____ ____, 2019 by and between Spotsylvania County, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the ("COUNTY"); and RUMMEL, KLEPPER & KAHL, LLP (RK&K) a Maryland Limited Liability Partnership licensed to do business in the Commonwealth of Virginia ("CONTRACTOR").

WITNESSETH:

WHEREAS the COUNTY and the CONTRACTOR entered into an Agreement made as of May 25, 2016, which was subsequently modified by "Modification #1 to Spotsylvania County Contract Agreement for Professional Services" dated June 3, 2016 and subsequently renewed by "Modification #2 to Spotsylvania County Agreement for Professional Engineering Services" dated May 10, 2017 and subsequently renewed by "Modification #3 to Spotsylvania County Agreement for Professional Engineering Services" dated May 9, 2018 and subsequently renewed by "Modification #4 to Spotsylvania County Agreement for Professional Engineering Services" dated May 15, 2019 to provide professional engineering services for Spotsylvania County, and

NOW, THEREFORE, the COUNTY and the CONTRACTOR, 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 #10 and the Proposal, dated September 16, 2019 and prepared by CONTRACTOR attached hereto, and made a part hereof. The Task Order and Proposal for Route 1 Water Main Extension shall not exceed TWO HUNDRED SIXTEEN THOUSAND EIGHT HUNDRED TWENTY-SEVEN DOLLARS ($216,827.00).

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 #10 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 #10 and Proposal for Route 1 Water Main Extension to be duly executed by their duly authorized officials as of the date first written above.

SPOTSYLVANIA COUNTY, VIRGINIA

By:_____
Edward Petrovitch — Dated
County Administrator

RUMMEL, KLEPPER & KAHL, LLP (RK&K)

By: _____ 11/18/19
Michael W. Myers — Dated
Partner

Approved as to form:

_____ 11/8/19
ASST COUNTY ATTORNEY — Dated

12600 Fair Lakes Circle, Suite 300, Fairfax, VA 22033 | P 703.246.0028 | F 703.246.0123 | www.rkk.com

September 16, 2019

Ronnie Baker
Project Manager
Spotsylvania Utilities / Public Works Department
Director, Engineering & Construction Division
600 Hudgins Road
Fredericksburg , VA 22408

RE: Spotsylvania County Contract Agreement For Professional Services (Contract #16-16-TV-04)
Task Order #10 – Route 1 Water Main Extension

Dear Mr. Baker:

RK&K is pleased to present our proposal to assist Spotsylvania County with design services for this water main project. The project involves the installation of approximately 6,500 linear feet of new 12-inch diameter water main along Jefferson Davis Highway (Route 1) between Massaponax Church Road and Hickory Ridge Road. The purpose of the project is to connect the existing water 12-inch water mains and provide redundancy in the water system.

We appreciate the opportunity to submit this proposal and look forward to working with you on this important project. Should you have any questions, please do not hesitate to contact me at 703-232-6981.

Sincerely,
Rummel, Klepper & Kahl, LLP

Michael A. Klevenz, P.E.
Senior Manager, Municipal Engineering

10/22/19
Benjamin L. Loveday, P.E.
Director
Utilities/Public Works Department
County of Spotsylvania, Virginia

cc: Michael Myers – RK&K
Jeff Kapinos – RK&K

SCOPE OF SERVICES

SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES
(Contract #16-16-TV-04)

Task Order #10 – Route 1 Water Main Extension
September 16, 2019

PROJECT DESCRIPTION

Spotsylvania County plans to install approximately 6,500 linear feet of new 12-inch water main along Jefferson Davis Highway (Route 1) between Massaponax Church Road and Hickory Ridge Road. The water main will be installed in two phases; the first segment starts at Massaponax Church Road and connects to the exsting 12-inch water main in River Stone Drive; the second segment connects to the existing water main in River Stone Drive and continues to Hickory Ridge Road. A portion of the new water main will cross the Ni River. Two alignment options will be evaluated for the water main north of River Stone Drive; one that follows the Route 1 right-of-way, and another that runs parallel to the west of Route 1 across vacant Parcel 49B-1-1. The alignment will be chosen based on conversations with the parcel owner, which will be conducted by the County.

SCOPE OF WORK

Rummel, Klepper & Kahl, LLP (RK&K) will provide Professional Engineering Services to Spotsylvania County for the development of design documents for the new water main. Based on meetings with Spotsylvania County, the following scope of work is presented:

1. **Data Acquistion, Surveying, and Base Map Development** – RK&K will obtain available information about the project alignments through Spotsylvania County provided as-builts and GIS. A topographic field survey along the chosen alignment will be conducted by our surveying subconsultant, Rinker Design Associates (RDA). Subsurface Utility Engineering (SUE) will consist of contacting Miss Utility to mark the project area. Field verification of the base map will be conducted prior to preparing the design drawings. It is our understanding that up to five (5) easement plats may be required. The County will obtain the easements and provide easement dedication documents.

   In the event that it is found that the Miss Utility markings did not accurately define all existing underground utilities, RK&K's subcontractor, Mid-Atlantic Utility Locating, will provide SUE sevices in selected areas. These services include the use of geophysical sensing equipment for identifying, designating, locating and mapping existing and abandoned utility infrastructure. Techniques include magnetic, sonic, and acoustic technologies, ground penetrating radar, and radio frequency detection. No vertical location of utilities are included in the fee estimates.

2. **Water Main Design** – RK&K will prepare drawings, specifications, calculations, and an opinion of construction cost for the work. RK&K will design approximately 6,500 linear feet of water main, per Spotsylvania's requirements. The new waterline will generally follow one of the options shown on the attached figure, but the actual location of the water main will be determined based on the preliminary site assessment and field survey. Construction drawings will include a Cover Sheet, General Notes and Details, Plan and Profile Sheets, Maintenance of Traffic, and Erosion and Sediment Control Plans. It is anticipated that approximately nine (9) plan and profile sheets will be included in the plan set, assuming a horizontal scale of 1"=25'.

3. **Permitting Assistance (Option 1)** – RK&K has included optional environmental and permitting services, decribed herein. Some of the permits that RK&K may need to assist with are listed below:

a. Wetland/Stream Delineation – RK&K personnel will delineate jurisdictional wetlands and waters of the U.S. in accordance with the Corps of Engineer's delineation manual (1987 edition) by flagging the boundary of these areas within the construction corridor along the proposed alignment. Each flag will be located using a handheld sub-meter GPS unit. Appropriate documentation of existing conditions will be completed during the fieldwork. This fee also includes coordination with the Corps of Engineers to confirm the delineation.

b. Water Quality Permiting – If wetlands do exist within the proposed water main alignment, it is likely that the work can be performed under a USACE Nationwide 12 Permit, which allows temporary disturbance of wetlands. Correspondence to the appropriate agencies to acquire the permit will include a Joint Permit Application (JPA). The JPA requires a review under Section 106 of the National Historic Preservation Act. Although the USACE will perform this coordination, RKK will coordinate with the Virginia Department of Historic Resources (VHDR) and utilize the Virginia Cultural Resource Information System (V-CRIS), which identifies known historical resources and will provide documentation for inclusion in the JPA. Additionally, a database review of threatened and endangered species must be performed and reported within the JPA. We have included a fee to cover the preparation of the permit application and support information.

4. **Bidding Assistance (Option 2)** – If needed, RK&K will provide bidding assistance when directed by Spotsylvania County. These services may include, but not be limited to, the following: attend pre-bid meeting, assist with contractor RFI's, assist with preparation of addenda, evaluation of bids, and contractor validation for notice of award purposes.

5. **Construction Administration Assistance (Option 3) –** Optional construction administration services are as follows:

a. General Construction Assitance – RK&K will attend pre-construction meeting and monthly construction progress meetings and site visits (as requested), review shop drawings, respond to RFI, assist with review of change orders, and attend final inspection.

b. Survey Stakeout – RDA will perform a one time stake-out of the proposed water main for the successful contractor. Additional stake-out work will need to be paid for by the contractor.

c. As-Built Development – RDA will provide final as-built drawings for the waterline. RK&K will review as-built information with the County and contractor as well. Red-line markups will be provided to RK&K from the contractor.

SCHEDULE OF WORK

Milestone	Time Period
1. Data Acquisition, Surveying, and Base Map	90 Days from NTP
2. Preliminary Alignment/Review by County	30 Days from Item 1
3. Design Drawings (60%)	60 Days from Item 2
4. Review of 60% Design by County	30 Days from Item 3
5. Design Drawings (90%) and Prepare Easement Plats	60 Days from Item 4
6. Review of 90% Design by County	30 Days from Item 4
7. Construction Drawings/Bid Ready	90 Days from Item 6*

*Actual bid date will be established once all easements are obtained.

The review times for Spotsylvania County are assumed. The above schedule should be utilized for planning purposes and will be refined as the project proceeds.

PROPOSED FEE

Based on the above scope of work and deliverables, our annual contract hourly rates and projected labor hours, the following lump sum fee is presented:

Task 10.1 – Data Acquisition, Surveying, and Base Map (Primary Alignment)**	$ 95,482
Data Acquistion, Surveying, and Base Map (Alternate Alignment)	*$ 75,948*
Task 10.2 – Water Main Design	$ 67,074
Task 10.3 – Permitting Assistance (Option 1) (Primary Alignment)**	$ 26,361
Permitting Assistance (Option 1) (Alternate Alignment)	*$ 32,198*
Task 10.4 – Bidding Assistance (Option 2)	$ 4,198
Task 10.5 – Construction Administration Assistance (Option 3)	$ 20,211
Task 10.6 - Reimbursable Expenses	$ 3,500
Total Fee	**$216,827**
Total Fee (Alternate Alignment)	*$203,130*

This fee will not be exceeded without your prior approval. Invoices will be prepared on a monthly basis.

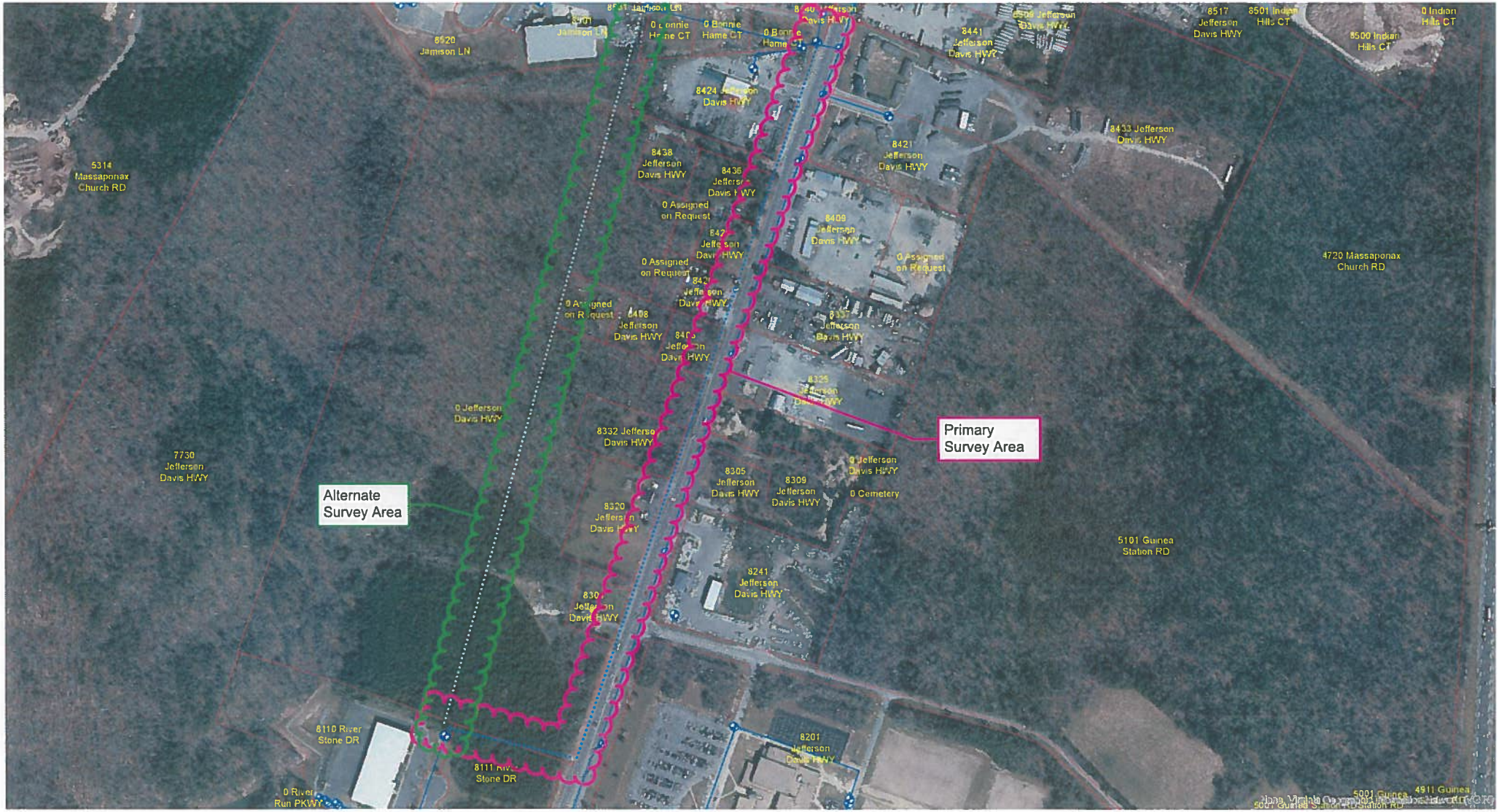
**Note: The surveying and permitting fees listed above assume that the primary alignment option will be chosen. The fees for the alternate aligment option are listed in italics.

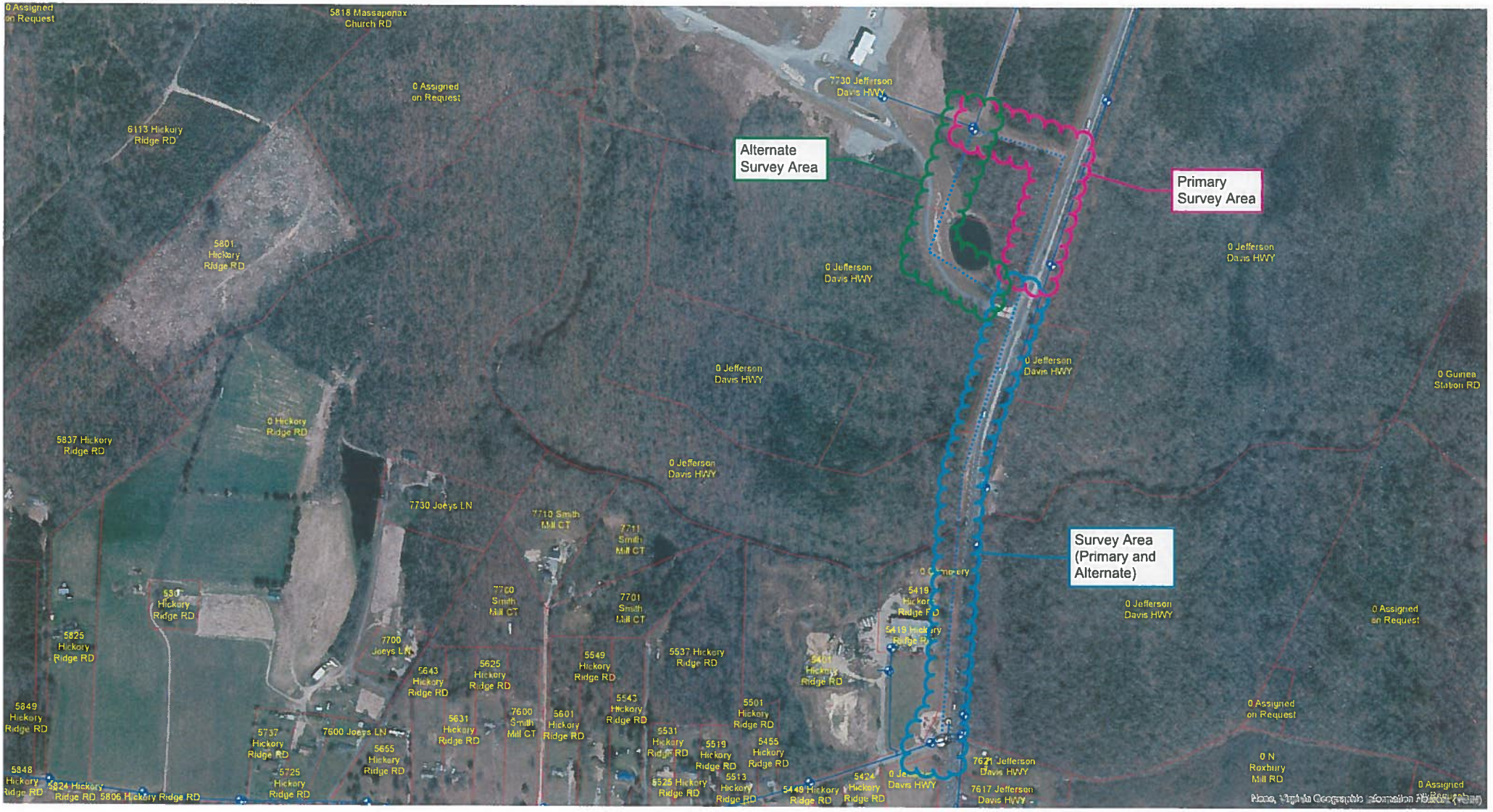
TERMS AND CONDITIONS:

This work will be performed in accordance with the terms and conditions of the Spotsylvania County Contract Agreement For Professional Services (Contract #16-16-TV-04).

SERVICES NOT INCLUDED:

1. Geotechnical investigations
2. Agency approval/permitting fees will be the responsibility of the County
3. Title searches or easement acquisition assistance
4. Stormwater Pollution Prevention Plan


Primary Survey Area
Alternate Survey Area
8520 Jamison LN
8441 Jefferson Davis HWY
8424 Jefferson Davis HWY
8438 Jefferson Davis HWY
8436 Jefferson Davis HWY
8421 Jefferson Davis HWY
8433 Jefferson Davis HWY
8517 Jefferson Davis HWY
8501 Indian Hills CT
8500 Indian Hills CT
0 Indian Hills CT
5314 Massaponax Church RD
4720 Massaponax Church RD
0 Assigned on Request
8408 Jefferson Davis HWY
8332 Jefferson Davis HWY
8305 Jefferson Davis HWY
8309 Jefferson Davis HWY
0 Cemetery
7730 Jefferson Davis HWY
5101 Guinea Station RD
8241 Jefferson Davis HWY
8201 Jefferson Davis HWY
8110 River Stone DR
8111 River Stone DR
0 River Run PKWY
4911 Guinea


Alternate Survey Area
Primary Survey Area
Survey Area (Primary and Alternate)
0 Assigned on Request
5818 Massaponax Church RD
6113 Hickory Ridge RD
5801 Hickory Ridge RD
7730 Jefferson Davis HWY
0 Jefferson Davis HWY
0 Guinea Station RD
5837 Hickory Ridge RD
0 Hickory Ridge RD
7730 Joeys LN
7710 Smith Mill CT
7711 Smith Mill CT
7700 Smith Mill CT
7701 Smith Mill CT
5825 Hickory Ridge RD
5849 Hickory Ridge RD
5848 Hickory Ridge RD
5824 Hickory Ridge RD
5806 Hickory Ridge RD
5737 Hickory Ridge RD
5725 Hickory Ridge RD
7600 Joeys LN
5655 Hickory Ridge RD
5643 Hickory Ridge RD
5625 Hickory Ridge RD
5631 Hickory Ridge RD
7600 Smith Mill CT
5601 Hickory Ridge RD
5549 Hickory Ridge RD
5543 Hickory Ridge RD
5537 Hickory Ridge RD
5531 Hickory Ridge RD
5525 Hickory Ridge RD
5519 Hickory Ridge RD
5513 Hickory Ridge RD
5501 Hickory Ridge RD
5455 Hickory Ridge RD
5448 Hickory Ridge RD
5424 Hickory Ridge RD
5401 Hickory Ridge RD
7621 Jefferson Davis HWY
7617 Jefferson Davis HWY
0 N Roxbury Mill RD

Task 10 - Route 1 Water Main Extension - Primary Alignment along Route 1

	Senior Manager - QA/QC	Project Manager	Sr.PE	Sr. CAD	Eng	Sr. Inspe	Estimated Fee	Expenses	Total
10.1 Data Acquisition, Surveying, and Base Map Development	4	14	41	27	20	0	$ 14,317	$ 81,165	$ 95,482
10.1.1 - Review of Existing Information	1	2	10		12		$ 3,320		
10.1.2 - Site Assessmemt	0	6	8		8		$ 3,144		
10.1.3 - Surveying and Base Map Development (Primary Alignment)	2	4	12	16			$ 4,548	$ 54,000	
10.1.4 - Subsurface Utility Engineering (SUE) - (Primary Alignment)	1	2	6	6			$ 2,078	$ 23,415	
10.1.5 - Easement Plats (5 x $750)			5	5			$ 1,227	$ 3,750	
10.2 Water Main Design	19	58	119	212	130	0	$ 67,074	$ -	$ 67,074
10.2.1 - Drawings (Approx. 9 Plan and Profile Sheets)	9	27	63	126	54		$ 34,385		
10.2.2 - General Notes, Detail Pages, E&S Sheets, MOT, Misc.	2	6	14	32	12		$ 8,034		
10.2.3 - Technical Specifications	2	4	8		12		$ 3,631		
10.2.4 - Construction Cost Estimate	2	4	8		16		$ 4,044		
10.2.5 - Revisions to Drawings	4	9	18	54	36		$ 14,285		
10.2.6 - Review Meetings with County (2)		8	8				$ 2,695		
10.3 Permitting Assistance (Option 1) (Primary Alignment)	0	15	88	0	102	0	$ 26,361	$ -	$ 26,361
10.3.1 - Wetlands and Waters Determination		8	56		68		$ 16,802		
10.3.2 - Water Quality Permitting		7	32		34		$ 9,559		
10.4 Bidding Assistance (Option 2)	2	4	12	4	8	0	$ 4,198	$ -	$ 4,198
10.4.1 - Bidding Assistance	2	4	12	4	8		$ 4,198		
10.5 Construction Administration Assistance (Option 3)	5	10	26	24	0	0	$ 9,211	$ 11,000	$ 20,211
10.5.1 - Construction Administration Assistance	4	8	16	8			$ 5,563		
10.5.2 - Survey Stake-Out for Contractor			4	4			$ 982	$ 6,500	
10.5.3 - As-Built Development	1	2	6	12			$ 2,667	$ 4,500	
10.6 Reimbursable Expenses (Vehicle Mileage, Printing)							$ -	$ 3,500	$ 3,500
Total Project Hours	30	101	286	267	260	0			
Billable Rate (Base Rate + Fee)+	$ 225.97	$ 189.62	$ 147.32	$ 98.12	$ 103.46	$ -			
Total	$ 6,779	$ 19,151	$ 42,132	$ 26,199	$ 26,901	$ -	$ 121,162	$ 95,665	$ 216,827

Task 10 - Route 1 Water Main Extension - Alternate Alignment

	Senior Manager - QA/QC	Project Manager	Sr.PE	Sr. CAD	Eng	Sr. Inspe	Estimated Fee	Expenses	Total
10.1 Data Acquisition, Surveying, and Base Map Development	4	14	41	27	20	0	$ 14,317	$ 61,631	$ 75,948
10.1.1 - Review of Existing Information	1	2	10		12		$ 3,320		
10.1.2 - Site Assessmemt	0	6	8		8		$ 3,144		
10.1.3 - Surveying and Base Map Development (Alternate Alignment)	2	4	12	16			$ 4,548	$ 44,500	
10.1.4 - Subsurface Utility Engineering (SUE) - (Alternate Alignment)	1	2	6	6			$ 2,078	$ 13,381	
10.1.5 - Easement Plats (5 x $750)			5	5			$ 1,227	$ 3,750	
10.2 Water Main Design	19	58	119	212	130	0	$ 67,074	$ -	$ 67,074
10.2.1 - Drawings (Approx. 9 Plan and Profile Sheets)	9	27	63	126	54		$ 34,385		
10.2.2 - General Notes, Detail Pages, E&S Sheets, Misc.	2	6	14	32	12		$ 8,034		
10.2.3 - Technical Specifications	2	4	8		12		$ 3,631		
10.2.4 - Construction Cost Estimate	2	4	8		16		$ 4,044		
10.2.5 - Revisions to Drawings	4	9	18	54	36		$ 14,285		
10.2.6 - Review Meetings with County (2)		8	8				$ 2,695		
10.3 Permitting Assistance (Option 1) (Alternate Alignment)	0	19	100	0	134	0	$ 32,198	$ -	$ 32,198
10.3.1 - Wetlands and Waters Determination		12	62		88		$ 20,514		
10.3.2 - Water Quality Permitting		7	38		46		$ 11,685		
10.4 Bidding Assistance (Option 2)	2	4	12	4	8	0	$ 4,198	$ -	$ 4,198
10.4.1 - Bidding Assistance	2	4	12	4	8		$ 4,198		
10.5 Construction Administration Assistance (Option 3)	5	10	26	24	0	0	$ 9,211	$ 11,000	$ 20,211
10.5.1 - Construction Administration Assistance	4	8	16	8			$ 5,563		
10.5.2 - Survey Stake-Out for Contractor			4	4			$ 982	$ 6,500	
10.5.3 - As-Built Development	1	2	6	12			$ 2,667	$ 4,500	
10.6 Reimbursable Expenses (Vehicle Mileage, Printing)							$ -	$ 3,500	$ 3,500
Total Project Hours	30	105	298	267	292	0			
Billable Rate (Base Rate + Fee)+	$ 225.97	$ 189.62	$ 147.32	$ 98.12	$ 103.46	$ -			
Total	$ 6,779	$ 19,910	$ 43,900	$ 26,199	$ 30,211	$ -	$ 127,000	$ 76,131	$ 203,130

RINKER DESIGN ASSOCIATES, P.C.

Engineering • Surveying • Land Planning
Transportation • Right of Way • Environmental

August 14, 2019

Jennifer Bunting, PE
RK&K
2901 S. Lynnhaven Road
Suite 300
Virginia Beach, VA 23452

Phone: 757-498-4123
Email: jbunting@rkk.com

Re: Route 1 Watermain Extension
Spotsylvania County, VA

RDA Project #: 16097

Ms. Bunting:

We are pleased to present our proposal providing professional land surveying services for the above-referenced project. Outlined below are the items of work we feel will be required:

ITEM 40-10-201:
Boundary and Topographic Survey (Primary Option) : **$ 54,000.00**

Rinker Design Associates, P.C. (RDA) will perform a boundary and topographic survey along the route as shown on the attached exhibit clouded in magenta and cyan (approximately 7,200 linear feet) and defined as follows:

- Area between the southbound edge of pavement of Route 1 and approximately 25' off the right-of-way (approximately 50-foot swath).
- 100-foot swath where the alignment crosses the Ni river

This activity will include the following:

- Conduct land records research.
- Prepare notification letters and mail to all subject property owners.
- Deed computations and analysis.
- Perform partial boundary survey to establish right-of-way and provide departing property lines from deeds of record. Establish horizontal and vertical control:
  Horizontal Control: VCS 1983
  Vertical Control: NAVD 1988
- Perform a field run topographic survey locating all visible surface features within defined option limits
- Locate any ornamental/stand-alone trees within the above-mentioned alignment. Does not include the location of any individual trees within wooded areas.
- Locate SUE markings
- Prepare base map depicting all visible physical features at a horizontal scale of 1"=30' with two foot contour intervals.

ITEM 40-10-202:
Boundary and Topographic Survey (Alternative Option) : **$ 44,500.00**

Rinker Design Associates, P.C. (RDA) will perform a boundary and topographic survey along the route as shown on the attached exhibit clouded in green and cyan (approximately 6,400 linear feet) and defined as follows:

- Area within the existing easement located on the property identified in green (100-foot swath) and then transitioning to the area between the southbound edge of pavement of Route 1 and approximately 25' off the right-of-way (approximately 50-foot swath).
- 100-foot swath where the alignment crosses the Ni river

This activity will include the following:

- Conduct land records research.
- Prepare notification letters and mail to all subject property owners.
- Deed computations and analysis.
- Perform partial boundary survey to establish right-of-way and provide departing property lines from deeds of record. Establish horizontal and vertical control:
  Horizontal Control: VCS 1983
  Vertical Control: NAVD 1988
- Perform a field run topographic survey locating all visible surface features within defined option limits
- Locate any ornamental/stand-alone trees within the above-mentioned alignment. Does not include the location of any individual trees within wooded areas.
- Prepare base map depicting all visible physical features at a horizontal scale of 1"=30' with two foot contour intervals.

ITEM 40-20-350:
Sanitary Sewer Stakes: **$ 6,500.00**

- Set offset stakes at all proposed manholes and along force main alignment at 50' intervals with cut sheets.

ITEM 40-40-300:
As-built Survey: **$ 4,500.00**

- Prepare As-built Survey per Spotsylvania County as-built requirements/checklist. Client assumes responsibility for submission, final meetings with inspector, if required, and submitting as-built plans to Spotsylvania County along with associated submission fees.

ITEM 30-10-200:
Easement Plats (Assume 5 plats): **$ 3,750.00**

- Provide easement plats for various parcels along alignment, if required.

ITEM 70-10-401:
Primary Option Utility Designating: **$ 23,415.00**

- Existing underground utilities to be designated by Mid-Atlantic Utility Locating, LLC

ITEM 70-10-402:
Alternative Option Utility Designating: **$ 13,380.50**

- Existing underground utilities to be designated by Mid-Atlantic Utility Locating, LLC

LIST OF ASSUMPTIONS/UNDERSTANDINGS:

1) This contract does not include costs for any wetland studies, permits or environmental studies/permits that may be required.
2) No title work will be conducted by RDA for each property involved.

DELIVERABLES: AutoCAD electronic files

ITEM 7010400: **Reimbursable Expenses** – (If Required) **$ 500.00**
To cover expenses for Confined Space Entry Equipment.

All work will be performed in accordance with the attached rate schedule.

The proposal is effective for a period of thirty (30) days at which time it becomes void unless executed. A signed second copy of this agreement returned to our office will serve as our authorization to proceed with the above work as it is ordered.

Sincerely,

Ryan Dreelin, LS
Vice President Surveying

Attachments

I hereby authorize Rinker Design Associates, P.C. to proceed in accordance with the above outlined proposal.

APPROVED:_____ _____
(Signature and Title) (Date)

SPOTSYLVANIA COUNTY

Thornburg Distribution Improvements

Project Budget Worksheet

Project # WT1803

	Current Balance (as of Nov. 11, 2019)	Revisions (Dec. 10, 2019)	Revised Balance (Dec. 10, 2019)
Project Costs:			
Design	$497,068	($216,827)	$280,241
Rummel, Klepper & Kahl, LLP	$0	$216,827	$216,827
Total Project Costs	**$497,068**	**$0**	**$497,068**
Project Funding:			
Cash	$497,068	$0	$497,068
Total Project Funding	**$497,068**	**$0**	**$497,068**

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Budget Adjustment and Appropriation for Decrease in the FY 2020 Litter Prevention and Recycling Program Grant
Type:	Action, Resolution, Appropriation
Agenda Title:	Budget Adjustment and Appropriation for Decrease in the FY 2020 Litter Prevention and Recycling Program Grant
Recommendation:	Staff recommends that the Board of Supervisors approve the attached budget adjustment and appropriation decreasing by $2,805 the FY 2020 Litter Prevention and Recycling Program Grant funding that was included in the FY 2020 Adopted Budget.
Summary:	The County's FY 2020 Adopted Budget included $19,766 of anticipated funding for the FY 2020 Litter Prevention and Recycling Program Grant, awarded by the Virginia Department of Environmental Quality. On October 28, 2019, the County was notified that the grant was awarded in the amount of $16,961 which is $2,805 less than originally anticipated. The attached budget adjustment and appropriation will reduce the anticipated expenditures and associated revenue by $2,805 for litter control public education expenditures.
Committee/Commission Summary:	Finance Committee
Review Date:	November 21, 2019
Status:	Approved
Financial Impact:	See attached budget adjustment form
	Tammy Burgess, Parks & Recreation Program Assistant; Holly Dove, Budget Analyst

Staff Contacts:

Legal Counsel: N/A

Additional Background/Other Considerations: N/A

Consequence of Denial/Inaction: Denial of this request will cause the budget and appropriations to be greater than the available grant funding for litter control public education expenditures.

ATTACHMENTS:

File Name	Description	Type
Reduced_Litter_Grant_Funding_-_Budget_Adjustment.doc	Reduced Litter Grant Funding - Budget Amendment	Budget Amendment
Reduced_Litter_Grant_Funding_-_Appropriation.doc	Reduced Litter Grant Funding - Appropriation	Appropriation

FY 2020 Budget Amendment Request Form

Date: October 29, 2019

Department: Parks & Recreation

Contact person: Tammy Burgess **Phone #:** 540-507-7532

Explanation of need for budget amendment: The County's FY 2020 Adopted Budget included $19,766 of anticipated funding for the FY 2020 Litter Prevention and Recycling Program Grant, awarded by the Virginia Department of Environmental Quality.

On October 28, 2019, the County was notified that the grant was awarded in the amount of $16,961 which is $2,805 less than originally anticipated. The attached budget adjustment and appropriation will reduce the anticipated expenditures and associated revenue by $2,805 for litter control public education expenditures.

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

Revenue Accounts Adjusted			**Amount**
Acct #	110-0000-324.04-07 Non-Competitive Litter Grant	**$**	(2,805)
	Total Revenue Adjustment	**$**	**(2,805)**

Expenditure Accounts Adjusted			**Amount**
Acct #	110-4260-431.52-30 (GPNCLG) Telephone Services	**$**	(1,309)
Acct #	110-4260-431.55-30 (GPNCLG) Subsistence & Lodging	**$**	(676)
Acct #	110-4260-431.55-40 (GPNCLG) Education & Training	**$**	(338)
Acct #	110-4260-431.58-59 (GPNCLG) Public Education	**$**	(482)
	Total Expenditure Adjustment	**$**	**(2,805)**

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.

Kevin Brooks, Director
Name, Department

Name, Department

Recommendations

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

County Admin: __X __recommended _____ not-recommended
Explanation if not recommended:
_____
_____

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

Spotsylvania County
Board of Supervisors

FISCAL YEAR 2020 APPROPRIATION

BOARD OF SUPERVISORS **December 10, 2019**

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, 2019, from the funds and for the functions or purposes indicated.

For costs associated with State grant revenue received from the Virginia Department of Environmental Quality Litter Prevention and Recycling Grant Program for litter control public education expenditures, to be expended by order of the Board of Supervisors as follows:

GENERAL FUND: ($2,805)

Board of Supervisors Agenda, December 12, 2017, De-Appropriation of Grant Award for FY17 Highway Safety Grant Program for Selective Enforcement for Speed

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Carryover of EDO Fund Portion of Pierson Drive Sitework Construction
Type:	Action, Appropriation
Agenda Title:	Carryover of EDO Fund Portion of Pierson Drive Sitework Construction
Recommendation:	Staff recommends that the Board approve the attached budget adjustment and appropriation to carryover $1.4 million from the Capital Projects Fund to the EDO Fund to fund the EDO Fund portion of the previously approved budget for Pierson Drive sitework.
Summary:	Capital projects balances and appropriations do not lapse at year-end, but instead roll from year to year until project completion. As such, capital projects are not typically part of the annual carryover process. In FY 2019, the Board approved and funded a combined economic development, utilities and general capital project on land at the back of the former GM plant (now idX) location. The Utilities Capital Projects Fund and Capital Projects Fund portions of this project have rolled forward to FY 2020 as part of the usual and customary annual capital rollover process. However, out of an abundance of caution, staff requests that the Board take specific action to carry over the EDO Fund portion of this capital project to the FY 2020 Budget since the EDO Fund is not typically considered a capital fund. This is a technical adjustment to the FY 2020 Budget and does not require the allocation of any funding beyond that which was previously allocated by the Board to the Pierson Drive and related improvements at this economic development site. If the project is not complete at the end of FY 2020, Budget staff will ensure that the portion of the project balance remaining in the EDO Fund is carried forward

	through the usual annual carryover process so as to avoid requesting a separate action be taken in the future.
Committee/Commission Summary:	Finance Committee
Review Date:	November 21, 2019
Status:	Approved
Financial Impact:	Please see the attached budget adjustment and appropriation.
Staff Contacts:	Bonnie Jewell, Deputy Director of Finance for Budget
Consequence of Denial/Inaction:	Denial or inaction would result in inadequate funding being budgeted in FY 2020 for the Pierson Drive and related improvements at the former GM plant (now idX) location.

ATTACHMENTS:

File Name	Description	Type
Carryover_of_EDO_Portion_of_Pierson_Drive_Sitework_-_Budget_Adjustment.doc	Budget Adjustment	Budget Amendment
Carryover_of_EDO_Portion_of_Pierson_Drive_Sitework_-_Appropriation.doc	Appropriation	Appropriation

FY 2020 Budget Amendment Request Form

Date: December 10, 2019

Department: Office of Budget & Grants

Contact person: Bonnie Jewell **Phone #:** 540-507-7583

Explanation of need for budget amendment: Capital projects balances and appropriations do not lapse at year-end, but instead roll from year to year until project completion. As such, capital projects are not typically part of the annual carryover process.

In FY 2019, the Board approved and funded a combined economic development, utilities and general capital project on land at the back of the former GM plant (now idX) location. The Utilities Capital Projects Fund and Capital Projects Fund portions of this project have rolled forward to FY 2020 as part of the usual and customary annual capital rollover process. However, out of an abundance of caution, staff requests that the Board take specific action to carry over the EDO Fund portion of this capital project to the FY 2020 Budget since the EDO Fund is not typically considered a capital fund. This is a technical adjustment to the FY 2020 Budget and does not require the allocation of any funding beyond that which was previously allocated by the Board to the Pierson Drive and related improvements at this economic development site.

If the project is not complete at the end of FY 2020, Budget staff will ensure that the portion of the project balance remaining in the EDO Fund is carried forward through the usual annual carryover process so as to avoid requesting a separate action be taken in the future.

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

Revenue Accounts Adjusted			**Amount**
Acct #	310-0000-341.05-01 – Use of Capital Projects Fund Balance	**$**	1,395,316
Acct #	221-0000-341.06-04 – Transfer from Capital Projects Fund	**$**	1,395,316
	Total Revenue Adjustment	**$**	**2,790,632**

Expenditure Accounts Adjusted			**Amount**
Acct #	310-9110-492.99-23 – Transfer to EDO Fund	**$**	1,395,316
Acct #	221-8151-471.89-03 (ED1901) – Econ. Dev. Sitework Construction	**$**	1,395,316
	Total Expenditure Adjustment	**$**	**2,790,632**

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, Deputy Director of Finance for Budget
Name, Department

_____
Name, Department

Recommendations

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

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

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

SPOTSYLVANIA COUNTY
Board of Supervisors

FISCAL YEAR 2020 APPROPRIATION

Board of Supervisors **December 10, 2019**

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, 2019, from the funds and for the functions or purposes indicated.

For carryover from FY 2019 to FY 2020 of the economic development sitework funding at the former GM plant (now idX) location, to be expended only by order of the Board of Supervisors as follows:

ECONOMIC DEVELOPMENT OPPORTUNITIES FUND: $1,395,316

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Grant Application Request and Designation of Authorized Agents for the FY2020 Virginia Department of Health Child Safety Seat Regionalization Program
Type:	Action, Resolution
Agenda Title:	Grant Application Request and Designation of Authorized Agents for the FY2020 Virginia Department of Health Child Safety Seat Regionalization Program
Recommendation:	The Sheriff, Finance Committee, and staff recommend that the Board of Supervisors approve the request to submit a grant application and designate authorized agents for the Virginia Department of Health's Child Safety Seat Regionalization Program
Summary:	The Virginia Department of Health (VDH) wishes to continue the Child Safety Seat Regionalization Program through the Spotsylvania County Sheriff's Office. The Child Safety Seat Check Regionalization Program focuses on promoting proper safety seat restraint use for children until they transition to the vehicle safety belt, increasing risk perception and correct usage of child restraints among parents and caregivers through outreach and education, providing proper installation education, and addressing the barriers that prohibit access to safety devices. At VDH's request, the Spotsylvania County Sheriff's Office is the Regional Coordinator for their Northern Virginia Safety Seat Check Station Coordinator Program. The assigned coverage area includes Caroline County, King George County, Loudoun County, Fairfax County, Prince William County, Fauquier County, Rappahannock County, Madison County, Orange County, Stafford County, Spotsylvania County, Culpeper County, and the embedded cities and townships.

	VDH anticipates that they will have $11,000 available in federal funds to continue the regionalization program. The Sheriff's Office wishes to utilize this funding for approximately $8,075 in overtime and associated fringe benefits and $2,925 to wrap the previously purchased Child Safety Seat Check Trailer. There is no local match requirement and there is no ongoing commitment once the grant award expires
Committee/Commission Summary:	Finance Committee
Review Date:	11/21/2019
Status:	Approved
Financial Impact:	There is no financial impact at this time. Once awarded, the acceptance and appropriation will be presented to the Board of Services for their consideration.
Staff Contacts:	Captain Charles Carey, Sheriff's Office Deputy Justin Young, Sheriff's Office Annette D'Alessandro, Finance
Legal Counsel:	N/A
Additional Background/Other Considerations:	N/A
Consequence of Denial/Inaction:	Denial of this request will mean that the Spotsylvania County Sheriff's Office will lose the ability to utilize $11,000 in federal funds to continue the Child Safety Seat Check Regionalization Program.

ATTACHMENTS:

File Name	Description	Type
SH20SS_-_Resolution.docx	Resolution	Agreement

At a meeting of the Spotsylvania County Board of Supervisors held on December 10, 2019, on a motion by _____ and passed _____to _____, the Board adopted the following resolution:

RESOLUTION NO. 2019-

Approving Grant Application Submission and Designation of Authorized Organizational Representatives for the FY 2020 Virginia Department of Health Child Safety Seat Regionalization Program

WHEREAS, the Virginia Department of Health (VDH) administers the federally funded Child Safety Seat Regionalization Program for the Commonwealth; and

WHEREAS, VDH has notified the Spotsylvania County Sheriff's Office that they would like to continue the partnership; and

WHEREAS, VDH anticipates that they will subaward $11,000 in federal funds to the County; and

WHEREAS, in order to accept these funds an initial application must be submitted; and

WHEREAS, subject to VDH approval the Sheriff's Office proposes to utilize these federal funds for overtime, associated fringe benefits, and supplies; and

WHEREAS, there is no local match requirement; and

WHEREAS, it is anticipated that there will be no ongoing costs to the County.

NOW, THEREFORE, BE IT RESOLVED by the Spotsylvania County Board of Supervisors that the Board of Supervisors approves the request to submit the grant application; and

BE IT FURTHER RESOLVED, 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, Chief Financial Officer, or
Annette D'Alessandro, Grants Manager.

(SEAL) A COPY TESTE: _____

Aimee R. Mann

Deputy Clerk to the Board of Supervisors

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Appointment of Kim Wyman to the Historic Preservation Commission (Courtland District)

Type:	Action
Agenda Title:	Appointment of Kim Wyman to the Historic Preservation Commission (Courtland District)
Recommendation:	Mr. Ross recommends the Board of Supervisors appoint Kim Wyman to the Historic Preservation Commission representing the Courtland District. The term will commence January 1, 2020 and expire December 31, 2023.
Non-Staff Name and Title of Presenters:	N/A
Summary:	Mr. Ross would like to appoint Kim Wyman to the Historic Preservation Commission representing the Courtland District. The term will commence January 1, 2020 and expire December 31, 2023.
Financial Impact:	N/A
Staff Contacts:	Niki Woodard, Assistant to County Administration
Legal Counsel:	N/A
Additional Background/Other Considerations:	N/A
Consequence of Denial/Inaction:	The Courtland District position will become vacant.
Talking Points:	N/A

ATTACHMENTS:

File Name	Description	Type
Kim_Wyman_Resume.docx	Resume	Resume

KIM WYMAN

Fredericksburg, VA 22407 | (917) 608-1902 | blksparrow@msn.com

Professional Summary

Goal-oriented Small Business Owner with superior understanding of antiques and their place in history. Proven track record of making profitable business choices, while continuing to grow the business and customer base.

Skills

- Communication
- Decision Making
- Time Management
- Self-motivation
- Leadership
- Creativity
- Proactive problem solving

Work History

Antique Dealer 01/2012 to Current

Self Employed Small Business Owner – Fredericksburg, United States

- Bought, priced, tracked and maintained an Inventory of over 2,000 items
- Moved cleaned and repaired furniture, tools, kitchenware, jewelry, and a variety of other old and one of a kind objects
- Worked antique shows throughout the region to increase my customer base
- Traveled across region to auctions, estate sales, yard sales and other antique shops to find new inventory

Personal Assistant and Driver for Vangie Williams 02/2018 to 08/2019

Vangie William For Congress – Fredericksburg, VA

- Coordinated scheduling and transportation for a Congressional candidate who's district spanned 19 counties and one city
- Handler for candidate at all functions including high level meetings guartening she had everything she needed. Job included getting her in and out of events and meetings to guarantee she stayed on schedule and arrived at all events refreshed and ready to go
- Driver throughout the district often traveling 400 to 600 miles in a weekend while attending meetings and events throughout the week
- Documented events. Filming and photographing while keeping a list of contacts made at each event, issues discussed, and issues to follow through on

Education

Bachelor of Arts: Technical Theater 05/1999

SUNY Purchase - Purchase, NY

- Studied Theatre Design Technology in a competitive conservatory program
- Studied under career professionals working at the top levels in their respective fields
- Graduated with a job at a commercial scene shop building shows for Broadway

Some College (No Degree): English And Theatre

Suny Brockport - Brockport, NY

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Reappointment of Stan Huie to the Citizens Transportation Advisory Committee (Courtland District)

Type:	Action
Agenda Title:	Reappointment of Stan Huie to the Citizens Transportation Advisory Committee (Courtland District)
Recommendation:	Mr. Ross recommends the Board of Supervisors reappoint Stan Huie to the Citizens Transportation Advisory Committee representing the Courtland District. The term will commence immediately and expire December 9, 2021.
Summary:	Mr. Ross would like to reappoint Stan Huie to the Citizens Transportation Advisory Committee representing the Courtland District. The term will expire December 9, 2021.
Financial Impact:	N/A
Staff Contacts:	Niki Woodard, Assistant to County Administration
Legal Counsel:	N/A
Additional Background/Other Considerations:	
Consequence of Denial/Inaction:	The Courtland District position will remain vacant.

ATTACHMENTS:

File Name	Description	Type
Stan_Huie_Bio.doc	Resume	Resume

Stan Huie, 5 Belle Meade Ct., Fredericksburg, VA 22407, 540-786-4843

My wife, Margie and I are 31 year residents of the Fredericksburg area. Professionally I worked for 35 years as a professional pilot and am now retired from Delta Airlines. I have been active with my church and involved in community activities since moving to Fredericksburg. I am an active sport bicyclist and serve on the Spotsylvania Greenways Initiative to improve the health, safety and quality of life for Fredericksburg and Spotsylvania residents. My wife is a master gardener with MAGRA program and volunteers at Chatham.

Having been a frequent commuter to Washington, I am aware that we have transportation improvement needs and would look forward to being part of a solution that conserves the beauty and special aspects of the Fredericksburg area.

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Reappointment of Richard Thompson to the Planning Commission (Courtland District)
Type:	Action
Agenda Title:	Reappointment of Richard Thompson to the Planning Commission (Courtland District)
Recommendation:	Mr. Ross recommends the Board of Supervisors reappoint Richard Thompson to the Planning Commission representing the Courtland District. The term will commence January 1, 2020 expire December 31, 2023. This term coincides with the appointing Board members term.
Non-Staff Name and Title of Presenters:	N/A
Summary:	Mr. Ross would like to reappoint Richard Thompson to the Planning Commission representing the Courtland District. The term will expire December 31, 2023. .
Financial Impact:	N/A
Staff Contacts:	Niki Woodard, Assistant to County Administration
Legal Counsel:	N/A
Additional Background/Other Considerations:	N/A
Consequence of Denial/Inaction:	The Courtland District position will become vacant.
Talking Points:	N/A

ATTACHMENTS:

File Name	Description	Type
No Attachments Available		

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Reappointment of Richard Thompson as a Primary Representative to the Citizen Budget Review Committee (Courtland District)

Type:	Action
Agenda Title:	Reappointment of Richard Thompson as a Primary Representative to the Citizen Budget Review Committee (Courtland District)
Recommendation:	Mr. Ross recommends the Board of Supervisors reappoint Richard Thompson to the Citizen Budget Review Committee representing the Courtland District. He will be the primary Courtland District representative. The term will commence January 1, 2020 and expire December 31, 2023 to coincide with the appointing Board members term.
Non-Staff Name and Title of Presenters:	N/A
Summary:	Mr. Ross would to reappoint Richard Thompson to the Citizen Budget Review Committee as the Courtland District primary representative. The term will expire December 31, 2023.
Financial Impact:	N/A
Staff Contacts:	Niki Woodard, Assistant to County Administration
Legal Counsel:	N/A
Additional Background/Other Considerations:	N/A
Consequence of Denial/Inaction:	The Courtland District primary position will become vacant.
Talking Points:	N/A

ATTACHMENTS:

File Name	Description	Type

No Attachments Available

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Reappointment of Richard Thompson to the Transportation Committee (Courtland District)
Type:	Action
Agenda Title:	Reappointment of Richard Thompson to the Transportation Committee (Courtland District)
Recommendation:	Mr. Ross recommends the Board of Supervisors reappoint Richard Thompson to the Transportation Committee representing the Courtland District. Per the bylaws, terms shall be for one year. The term will commence January 1, 2020 and expire December 31, 2020.
Non-Staff Name and Title of Presenters:	N/A
Summary:	Mr. Ross would like to reappoint Richard Thompson to the Transportation Committee representing the Courtland District. The term will commence January 1, 2020 and expire December 31, 2020.
Financial Impact:	N/A
Staff Contacts:	Niki Woodard, Assistant to County Administration
Legal Counsel:	N/A
Additional Background/Other Considerations:	N/A
Consequence of Denial/Inaction:	The Courtland District position will become vacant.
Talking Points:	N/A

ATTACHMENTS:

File Name	Description	Type
No Attachments Available		

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Reappointment of Darrin O'Shields to the Social Services Advisory Board (Courtland District)

Type:	Action
Agenda Title:	Reappointment of Darrin O'Shields to the Social Services Advisory Board (Courtland District)
Recommendation:	Mr. Ross recommends the Board of Supervisors reappoint Darrin O'Shields to the Social Services Advisory Board representing the Courtland District. Per the Code of Virginia, Section 63.2-301, terms shall be for four years. This new term will commence February 1, 2020 and expire January 31, 2024.
Non-Staff Name and Title of Presenters:	N/A
Summary:	Mr. Ross would like to reappoint Darrin O'Shields to the Social Services Advisory Board representing the Courtland District. The term will commence February 1, 2020 and expire January 31, 2024.
Financial Impact:	N/A
Staff Contacts:	Niki Woodard, Assistant to County Administration
Legal Counsel:	N/A
Additional Background/Other Considerations:	N/A
Consequence of Denial/Inaction:	The Courtland District position will become vacant.
Talking Points:	N/A

ATTACHMENTS:

File Name	Description	Type
Darrin_O_Shields_Resume.pdf	Resume	Resume

Darin Donovan O'Shields
4319 Mine Road
Fredericksburg, VA 22408
Mobile: 703-973-6776
Email: darinosh@hotmail.com

Country of citizenship: United States of America
Veterans' Preference: 5-point preference based on active duty in the U.S. Armed Forces
Registered for Selective Service Yes
Highest Grade: GS-083-11, 05/2007-2014

WORK EXPERIENCE

National Geospatial-Intelligence Agency 5/2007 – 2014
Springfield , VA US

Supervisory Police Officer, 0083, Police Training Sergeant

NGA Police Officers provide armed and uniformed security, force protection, and law enforcement functions in support of NGA's mission, assets, personnel, and facilities headquartered in and around Springfield, VA. The NGA Police Force is an integral part of the NGA Security and Installations organization, which provides NGA worldwide counterintelligence, personnel, and facilities security support.

PRIMARY RESPONSIBILITIES OF THE NGA POLICE INCLUDE:
- Counterterrorism & Force Protection
- Asset Protection
- Pedestrian and vehicular access control
- Response and mitigation of security, medical, and fire emergencies
- Critical incident management
- Enforcement of laws and regulations relative to the protection of NGA assets
- Vehicle, facility, and material security inspections
- Firearms training and range management
- Patrol of NGA properties

As a Supervisory Police Officer (Training Sergeant), I provided pre-, post-academy instructions well as annual inservice training, instruction on Federal laws and ensured DOD and NGA rules and regulations were followed. My position required me to provide for the protection of NGA personnel and assets by conducting entry control, internal patrols, limited investigative and dignitary protection, emergency response, and physical security. I prepared accident, incident, and security violation reports, conducted interviews and briefings, and provided customer support services. I have been assigned to the training division for in-service training and have developed comprehensive police-specific training programs to augment the existing curriculum. I am well-versed in the particular knowledge, skills, and abilities to perform successfully the duties of this position, which include personnel leadership and resource management. Besides the standard police officer requirements, I provide administrative support to my division by performing tasks such as forms creation, DCIPS administration, personnel management and inventory. Currently, I have certifications in First-Aid, CPR, and AED, and firearms (instructor and armorer certifications), CBRNE respirators, non-lethal weapons use certification (e.g., monadnock, ASP and oleoresin capsicum [OC]).

My duties included instruction, and supervision of training, for new-hire officers (Pre-FLETC), Agency-specific training (Post-FLETC), annual training and recertification/qualification for duty officers (In-Service Training), and specialized training at the behest of the Agency and NGA Police Operations (such as Security Breach Training). One of my first tasks with this staff was to relocate the entire training division from Bethesda to NCE, Springfield, VA. I have been instrumental in the development and execution of the Security Breach Training Program, the NGA Police Bike Training Program, and the newly-designed In-Service Training Program.

5/2007 - Present

National Geospatial-Intelligence Agency
Bethesda US

Police Officer, 083

- TS/SCI Clearance
- Perform, enforce and assure compliance with Federal, state, county, and municipal laws and ordinances involving the preservation of US intellectual property and the preservation of peace.
- Prevent, detect, and investigate crimes.
- Arrest and apprehend violators, and also provide assistance to citizens in emergency situations, including the protection of civil rights.
- Collect and process evidence.
- Conduct interviews of victims, suspects and witnesses.
- Conduct preliminary investigations.
- Post at fixed entry gate checkpoints for the purpose of inspecting vehicles and/or personnel.
- Perform mobile patrol officer duties
- Prepare written reports, compile forms, compose statements, etc.
- Observe traffic for evidence of unsafe practices/vehicles, improperly registered vehicles, parking, etc. (Contact Supervisor: Yes, Supervisor's Name: Lt. John T Collins, Supervisor's Phone: 301-227-2198)

Omniplex World Services **8/2004 - 5/2007**
Chantilly US

Shift Supervisor

- Required Secret Clearance
- Managed Contract Force Protection Team for the National Geospatial-Intelligence Agency in Bethesda, MD, night-shift supervisor of up to 22 officers
- Performed administrative duties such as payroll, evaluations, scheduling and clearance processing.
- Performed duties as an Armed Security Officer for a federal government contract site.
- Provided training and monitored security team for government site.
- Supervised and controlled access to government sites in both the Maryland and Virginia areas.
- Additional duties included: observing and performing routing and inspection of vehicles, confirming legitimacy of personnel and visitor access, issuance of parking permits, escort, control, detention, and deterrence of foreign threats. (Contact Supervisor: Yes, Supervisor's Name: Lt Chuck Houck, Supervisor's Phone: 301-227-4351)

InterNet Works, Inc. **11/1998 - 5/2005**
Bluffton US

GM/CFO/Consultant

- Performed duties as Operational and Financial Officer of the company, including purchasing, inventory management, accounts receivable, accounts payable, sales and marketing, crisis management and damage control
- Held the position of Operations Consultant for Net Works, assisting in transitional issues arising from vendors, customers and clients, from 12/30/03 (time of voluntary separation) until 12/30/05. [The separation was due to my wife being required to relocate to the DC area for her employer, the US Department of State.]
- Created and developed graphic products to include; web sites, business cards, etc. I have developed computer related educational projects for Montessori School, The

Chamber of Commerce, Hilton Head Elementary School, DOD and a number of private clients.
• Created, developed and administered both an Internet Child Predator Seminar and an Internet Adult Safety Seminar. (Contact Supervisor: Yes, Supervisor's Name: Vincent Cancellieri, Supervisor's Phone: 912-220-7252)

EDUCATION

Henley-Putnam University
Incomplete... disability retired before completion of oral arguments.

American Military University
Charles Town, West Virginia US
Master's Degree - 10/2010
165 Semester Hours
Major: **Intelligence Studies**, with Honors
Minor: General Intelligence Studies
GPA: 3.8 out of 4.0

American Military University
Charles Town, West Virginia US
Bachelor's Degree - 11/2009
121 Semester Hours
Major: **Intelligence Studies**, with Honors
Minor: Criminal Intelligence
GPA: 3.9 out of 4.0

Defense Security Service
Columbus, OH US
Certification

Relevant Coursework, Licensures and Certifications:
o ATO - LEVEL I
o ATO – LEVEL II
o OPSEC FUNDAMENTALS
o INTRODUCTION TO PERSONNEL SECURITY MANAGEMENT
o INSIDER THREAT 1.0
o INFORMATION SYSTEM SECURITY BASICS
o MARKING CLASSIFIED INFORMATION
o BASIC INFORMATION SECURITY INDEPENDENT STUDY COURSE
o DOD INFORMATION ASSURANCE COURSE

FEMA - Emergency Management Institute - Independent Study Program
Emmitsburg, Maryland US
Certification
38 Semester Hours
Major: Applied Science in Emergency Management
Relevant Coursework, Licensures and Certifications:
IS-1 : Emergency Manager
IS-3 : Radiological Emergency Management
IS-5 : Hazardous Materials
IS-7 : Disaster Assistance
IS-8.A : Building for the Earthquakes of Tomorrow
IS-10 : Animals in Disaster, A
IS-11 : Animals in Disaster, B
IS-111 : Livestock in Disaster
IS-120 : Community Disaster Exercises
IS-139 : Exercise Design
IS-208 : State Disaster Management
IS-230 : Principles of Emergency Management
IS-235 : Emergency Planning
IS-240 : Leadership & Influence
IS-241 : Decision Making & Problem Solving
IS-242 : Effective Communication
IS-244 : Developing & Managing Volunteers

IS-253 : Environment & Historic Preservation Compliance
IS-271 : Anticipating Hazardous Weather & Community Risk
IS-275 : Role of EOC in Community Preparedness, Response & Recovery
IS-279 : Retrofitting Flood-Prone Structures
IS-288 : Volunteer Agencies in Emergency Management
IS-292 : Disaster Basics
IS-301 : Radiological Emergency Response
IS-302 : Modular Emergency Response Radiological Transportation Training
IS-324 : Hurricane Preparedness
IS-331 : Radiological Emergency
IS-340 : Hazardous Materials Prevention
IS-346 : Hazardous Materials for Medical Personnel
IS-362 : Multi-hazard Emergency Planning for Schools
IS-386 : Residential Coastal Construction
IS-393.A : Hazard Mitigation
IS-394.A : Protecting your Home or Small Business
IS-630 : Public Assistance
IS-632 : Debris Operations
IS-650 : Building Partnerships with Tribal Gov't
IS-317 : Community Emergency Response Teams
IS-100 : Incident Command System
IS-200 Incident Command System for Single Resources & Initial Action Incident
IS-546 : Continuity of Operations Awareness
IS-547 : Continuity of Operations
IS-700 : (NIMS), Introduction
IS-702 : (NIMS), Public Information System
IS-703 : (NIMS), Resource Management
IS-800.A :(NRP), Introduction
IS-1900 :National Disaster Medical System, Federal Coordinating Center Operations

JOB RELATED TRAINING

- ASP Tactical Baton
- Monadnock Tactical Baton
- First Aid
- Oleo Capsicum Resin (OC) Pepper Spray Certified
- FLETC Certification in the Berretta 9mm handgun, H&K MP-5 and Remington Police-Issue Shotgun
- Firearms state certifications in both VA & MD
- State-certified Security Officer Licenses for VA and MD
- DIA TS/SCI Clearance
- CERT Certified – Community Emergency Response Team
- IPMBA Police Cyclist Certified
- H&K Armorer Certified
- Beretta Armorer Certified
- Graduate of Veteran Affairs Federal Law Enforcement Training Center (police academy)
- Verbal Judo Instructor Certified
- Certified FLETC Law Enforcement Instructor Trainer (LEITP)
- Certified FLETC Firearms Instructor (FITP)
- Certified FLETC Uniform Police Training Program Graduate (UPTP-106)

AFFILIATIONS

Golden Key International Honour Society	Member
Fraternal Order of Police (Battlefield #43)	Member
International Association of Law Enforcement Firearms Instructors	Member

PROFESSIONAL PUBLICATIONS

Author of Passed Experience, a novel. ISBN 0-595-13178-6

REFERENCES

Kurt Johnson	Fort Belvoir Fire Department
Phone Number:	540-379-5088-580-7174
Reference Type:	Professional/Personal
Darren Magee	Atlantic Community Bank
Phone Number:	843-227-9078
Reference Type:	Personal
Jesse Pait	US Department of Defense
Phone Number:	540-219-5149
Reference Type:	Personal
Vincent Cancellieri	
Phone Number:	912-220-7252
Reference Type:	Personal

ADDITIONAL INFORMATION

- Nominated for South Carolina Palmetto Vision Award, which recognizes community service efforts for developing and implementing the Internet Child Predator Seminar & Internet Adult Safety Seminar.
- Received 4 Army Achievement Metals for service above and beyond the call of duty (Division)
- Received 1 Army Commendation Metal for service above and beyond the call of duty (Department of Defense).
- Received letter of appreciation in 2006 from Police Chief Roy Taylor, NGA, for my efforts during a site breach that year.
- Received Employee of the Month Award & Bonus from Omniplex for services above and beyond the call of duty. Nominated for Employee of the Year.
- Received four cash awards/time-off awards from NGA Police in recognition of outstanding service.

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Reappointment of Scott Phelps as an Alternate to the Citizen Budget Review Committee (Courtland District)

Type:	Action
Agenda Title:	Reappointment of Scott Phelps as an Alternate to the Citizen Budget Review Committee (Courtland District)
Recommendation:	Mr. Ross recommends the Board of Supervisors reappoint Scott Phelps to the Citizen Budget Review Committee representing the Courtland District. He will be the alternate Courtland District representative. The term will commence January 1, 2020 and expire December 31, 2023 to coincide with the appointing Board members term.
Non-Staff Name and Title of Presenters:	N/A
Summary:	Mr. Ross would to reappoint Scott Phelps to the Citizen Budget Review Committee as the Courtland District alternate representative. The term will expire December 31, 2023.
Financial Impact:	N/A
Staff Contacts:	Niki Woodard, Assistant to County Administration
Additional Background/Other Considerations:	N/A
Consequence of Denial/Inaction:	The Courtland District alternate position would become vacant.
Talking Points:	N/A

ATTACHMENTS:

File Name	Description	Type
Scott_Phelps_Resume.docx	Resume	Resume

SCOTT PHELPS

2812 Angela Ct Fredericksburg VA · 5404463902
scottap@verizon.net

I am submitting my name to the Spotsylvania County Board of Supervisors for consideration as an alternate to the Citizen Budget Review Committee. I believe my 24 years of career experiences can be asset to the committee.

EXPERIENCE

09/2011 – 04/2018

SYSTEMS ENGINEER/ANALYST

Contributes to the development of military weapons systems including system architecture, systems engineering, logistics support and life-cycle management, development of preventative and corrective maintenance procedures, database management, curriculum developer for technical/operational publications.

08/2003 – 08/2011

ENGINEER/FIELD TECHNICIAN

As a technician lead, responsibilities included systems integration, weapon/combat systems employment, installation on US Naval ships, submarines, training facilities of multi-million dollar systems. Ensured the proper installation of equipment, hardware configuration and functional operation of software. Participated in research and design, prototype builds events, test support in laboratory environments, and curriculum development.

08/1992 – 08/2003

SONAR TECHNICIAN/INSTRUCTOR

As the supervisor of a division of 23 personnel, responsibilities included providing tactical training to fleet personnel in naval school house environment. Employed demonstrative strategies, teaching skills, developed behavioral objectives and lesson plans, and critiquing and grading students on standard tactical and operational procedures. Constructed a task-based training program over a two year span that included recalculating manning requirements/hours, creating lesson plans and power point presentations, and taking record of all necessary training support materials

Performed maintenance, troubleshooting, and repair of shipboard sonar systems, oceanographic, and weapon control systems.

EDUCATION

NATIONAL UNIVERSITY

Some college coursework completed

NON-ACADEMIC

Microsoft Access Course
Tasked Based Curriculum Course
Leadership Continuum Course
Group Paced Instructor Course
Sonar 'C' School
Digital and Electronics Training

SKILLS

- Leadership
- Analytical thinking
- Unconventional solutions
- Data management

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Recommended Reappointment of Larry Bramlette to the Board of Zoning Appeals (Courtland District)

Type:	Action
Agenda Title:	Recommended Reappointment of Larry Bramlette to the Board of Zoning Appeals (Courtland District)
Recommendation:	Mr. Ross recommends that the Board of Supervisors approve the recommended reappointment of Larry Bramlette to the Board of Zoning Appeals representing the Courtland District. The term will commence December 10, 2019 and expire December 9, 2024.
Non-Staff Name and Title of Presenters:	N/A
Summary:	Supervisor Ross would like to recommend that Larry Bramlette be reappointed to the Board of Zoning Appeals representing the Courtland District. The term would be for five years and expire December 9, 2024.
Financial Impact:	N/A
Staff Contacts:	Niki Woodard, Assistant to County Administration
Additional Background/Other Considerations:	N/A
Consequence of Denial/Inaction:	The Courtland District position would remain vacant.
Talking Points:	N/A

ATTACHMENTS:

File Name	Description	Type
Bramlette-BZA_Resume.doc	Resume	Resume

Bramlette, Larry J.

Professional Profile:

I have a record of demonstrated success in a variety of leadership and management positions of increasing scope and responsibility. I have managed and directed various organizations, the largest being over 1,200 personnel; I have developed and defended budgets in excess of $100 million; and prepared and delivered formal presentations to top level Executive Branch and Congressional Officials. I have over 35 years of experience in project management, contracts management, maintenance management, international equipment standardization, education and environmental compliance. I also have extensive specific experience in programming and budgeting, project tracking, mechanical engineering and satisfying customer generated requirements.

Areas of Expertise:

- **Management:** Over 25 years of direct Program Management to include managing programs for training devices, standardization of military equipment among NATO and ABCA Nations, and Department of Defense Programs.
- **Contracting:** Worked as a senior team member on Proposal Teams that were successful in obtaining multiple year contracts valued over 1.25 Billion dollars. After award, I was the principle interface with the government contracting office in the executions of these contracts.
- **Construction:** Performed the duties of a senior site supervisor in the construction of a 10,000 square foot Night Vision Training Facility, a 101 room Hotel and a free-standing restaurant.
- **Logistics:** Directed logistical operations for an Armor Division in Europe.

Security Clearance: Active Top Secret

Education: My education includes a BS degree in Engineering Science, a MS degree in Mechanical Engineering and an MBA. Additionally, I attended the United States Army War College, completed the Program Management Course through the Defense Systems Management College, and attended the Executive Development Course at the University of New Hampshire.

Certifications: Department of Defense level III Program Manager

Computer Skills: **Operating Systems:** Microsoft
Software: Microsoft Office Word, Power Point and Excel

Relevant Experience:

January 2008 to Present: Worked on various engineering projects part time as an engineering consultant or as a part time Senior Program Manager interfacing with the Night Vision Laboratory.
February 1994 – December 2007: Over this period, I worked for EOIR Technologies in various positions from Senior Engineer to President. During which time, the company expanded from 25 to 200 employees and changed ownership. As a Senior Program Manager, I had the normal responsibilities of senior management as well as direct control of over 150 active Delivery Orders with a ceiling value of over $450 million. I was the Director for all Night Vision Research and Developments Projects under contract to EOIR when I decided to become an engineering consultant for the company in December 2007 in order to have more time for travel and family.

May 1998 - October 2000: While on sabbatical from my duties as President of EOIR Technologies, I served as President/Program Director of RMS Enterprises, LLC. where I was instrumental in the formation of three separate Limited Liability Corporations for the purpose of constructing and operating hospitality facilities valued at over ten-million dollars. Duties included interfacing with State and County developmental and regulating offices, contracting with various engineers, architects, general contractors, and equipment suppliers and overseeing the day to day activities on the job sites. As such, I was the team leader and chief engineer responsible for developing a construction site with water run-off facilities that met all the environmental regulations impacting on construction next to a full flowing stream in the Chesapeake Bay protection region.

Military Experience: June 1964 - October 1993; Officer United States Army (Retired Colonel): I held various positions of authority and command to include Battalion Commander, Division G-4 of the 3rd Armor Division and Department of Defense Program Manager for Mobile Electric Power.

Community Service: I am a member of the Spotsylvania Board of Zoning Appeals and have served in the positions as Chairman, Vice Chairman and Secretary. Also, I am the Board President for Downtown Greens, a not for profit child education program. Also, I have served as a volunteer supporting the Hazel Hill Healthcare Project to include being a Social Service designated payee for one of the residents.

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Resolution Authorizing Use of Fuel Tax Revenue for FY 2020 Transportation Purposes
Type:	Action, Resolution
Agenda Title:	Resolution Authorizing Use of Fuel Tax Revenue for FY 2020 Transportation Purposes
Recommendation:	Staff recommends the Board's approval of the attached resolution.
Summary:	The Potomac and Rappahannock Transportation Commission (PRTC) collects and holds fuel tax receipts on behalf of each locality that is a member of VRE. The process for "claiming" these funds for reimbursement of transportation expenditures incurred by the County begins with the Board of Supervisors adopting a resolution authorizing PRTC to budget and appropriate in its budget the payment of these fuel tax receipts to the County. The attached resolution requests PRTC to budget and appropriate $1,200,000 of Spotsylvania's accumulated fuel tax revenue for payment to Spotsylvania for transportation expenditures incurred through FY 2020. Upon receipt of the Board of Supervisors resolution, PRTC will adopt its own resolution essentially saying that upon receipt of a claim(s) with sufficient back-up documentation for all claimed reimbursements, it will transfer to Spotsylvania an amount up to the sum stated on the locality's resolution(s). The County's Budget staff is then responsible for making periodic requests to PRTC for reimbursements of amounts not to exceed the sum of resolutions approved by the Board of Supervisors and by PRTC. This resolution is a formality through which the County acknowledges that accumulated fuel tax receipts are available for reimbursement to the County for FY 2020 (or prior) expenditures, and that the

	County plans to make claim to a portion of those accumulated receipts. The resolution may make reference only to fuel tax receipts that have already been collected. The $1,200,000 within this resolution has already been collected and is being held by PRTC for the County's use.
Financial Impact:	This fuel tax revenue will fund a portion of Transportation Fund expenditures incurred in FY 2020 (or prior).
Staff Contacts:	Bonnie Jewell, Chief Financial Officer
Consequence of Denial/Inaction:	Denial of this request would prevent staff from making claims for accumulated fuel tax receipts as reimbursement of transportation expenditures incurred by the County. Additionally, the Transportation Fund will have inadequate cash flow to support budgeted and obligated expenditures.

ATTACHMENTS:

File Name	Description	Type
Fuel_Tax_Resolution_-_FY_2020_-_#1.doc	Resolution	Resolution

At a public meeting of the Spotsylvania County Board of Supervisors held on December 10, 2019, on a motion by _____ seconded by _____ and passed _____, the Board adopted the following resolution:

RESOLUTION NO. 2019-

A RESOLUTION AUTHORIZING USE OF $1,200,000 OF FUEL TAX FUNDS FOR VARIOUS FY 2020 & PRIOR TRANSPORTATION PURPOSES

WHEREAS, Spotsylvania County ("County") is a member of the Potomac and Rappahannock Transportation District ("District"), a transportation district created pursuant to the Transportation District Act of 1964 (Code of Virginia, §33.2-1900, et seq.) which participates in the operation of a rail commuter mass transportation system (Code of Virginia, §58.1-2295); and

WHEREAS, the Potomac and Rappahannock Transportation Commission ("PRTC") is the governing body of the District; and

WHEREAS, the Commonwealth of Virginia levies a 2.1 percent sales tax on the price charged by a distributor for fuels sold to a retail dealer for retail sale in the District (§58.1-2295); and

WHEREAS, all taxes paid to the State Tax Commissioner, after subtraction of the direct costs of administration by the Tax Department, are deposited in a special fund held by the District (Code of Virginia §58.1-2299.20); and

WHEREAS, at the request of the member jurisdiction, revenue available from the fuels tax in excess of the required payments to VRE and PRTC may be expended for any transportation purpose (Code of Virginia, §58.1-2299.20); and

WHEREAS, the County planned as part of its FY 2020 budget to fund various transportation-related activities including transportation-related staff positions and operating costs, FRED transit operations, and debt service from previously issued transportation bonds; and

WHEREAS, the County desires to use a portion of the revenue from its fuel tax account for these purposes;

NOW, THEREFORE, BE IT RESOLVED that the Spotsylvania County Board of Supervisors does hereby request PRTC to budget and appropriate the following amounts for reimbursement to Spotsylvania for a portion of its actual FY 2020 (and prior) transportation expenditures:

Transportation-related positions	$175,000.00
Transportation operating costs	$12,000.00
FRED bus service	$295,000.00
Debt service on previous transportation bond issues[1]	$718,000.00
Total	$1,200,000.00

[1] Includes the 2006, 2009, 2012, 2013, 2014, 2015, 2016, 2018 and 2019 General Obligation bond issues.

BE IT FURTHER RESOLVED that the County Administrator is hereby authorized and directed to submit to PRTC requests for reimbursement of expenses incurred by the County in connection with the expenditures identified above.

(SEAL) A COPY TESTE: _____

Aimee R. Mann
Deputy Clerk to the Board of Supervisors

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Potomac and Rappahannock Transportation Commission (PRTC) Board Appointments
Type:	Action
Agenda Title:	Potomac and Rappahannock Transportation Commission (PRTC) Board Appointments
Recommendation:	Mr. Skinner recommends the Board of Supervisors appoint primary and alternate members to the PRTC for 2020. Staff recommends the appointment of Gary Skinner and Deborah Frazier as primary members and David Ross and Tim McLaughlin as altered members. The terms will commence January 1, 2020 and expire December 31, 2020.
Non-Staff Name and Title of Presenters:	N/A
Summary:	Mr. Skinner would like to appoint himself and Deborah Frazier as primary members and David Ross and Tim McLaughlin as alternate members to the PRTC. The terms will commence January 1, 2020 and expire December 31, 2020.
Financial Impact:	N/A
Staff Contacts:	Niki Woodard, Assistant to County Administration
Legal Counsel:	N/A
Additional Background/Other Considerations:	N/A
Consequence of Denial/Inaction:	The Spotsylvania jurisdiction membership would not be fulfilled.
Talking Points:	N/A

ATTACHMENTS:

File Name	Description	Type
No Attachments Available		

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	VRE Operations Board Appointments

Type:	Action
Agenda Title:	VRE Operations Board Appointments
Recommendation:	Mr. Skinner recommends the Board of supervisors appoint Gary Skinner and Deborah Frazier to the VRE Operations Board for 2020. Gary Skinner would be the primary member and Deborah Frazier would be the alternate member. Terms would commence January 1, 2020 and expire December 31, 2020.
Non-Staff Name and Title of Presenters:	N/A
Summary:	Mr. Skinner would like to appoint himself and Deborah Frazier to the VRE Operations Board for 2020. Mr. Skinner would be the primary member and Deborah Frazier would be the alternate member. Both terms would commence January 1, 2020 and expire December 31, 2020.
Financial Impact:	N/A
Staff Contacts:	Niki Woodard, Assistant to County Administration
Legal Counsel:	N/A
Additional Background/Other Considerations:	N/A
Consequence of Denial/Inaction:	The participating and contributing Spotsylvania membership would not be fulfilled.
Talking Points:	N/A

ATTACHMENTS:

File Name	Description	Type
No Attachments Available		

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Addition to The County's Human Resources Policies and Procedures Manual Related to Employees Elected to the Board of Supervisors (Amendment 1)

Agenda Title:	Addition to The County's Human Resources Policies and Procedures Manual Related to Employees Elected to the Board of Supervisors (Amendment 1)
Recommendation:	No recommendation.
Non-Staff Name and Title of Presenters:	n/a
Summary:	The addition of this Section **8.24 (C)** to and change to newly identified Section **8.24 (D)** of the County's Human Resources Policies and Procedures Manual will require that any employee elected to the Board of Supervisors resign his or her employment with the County or be terminated prior to taking office.
Financial Impact:	n/a
Staff Contacts:	Laurie Newman, Director Human Resources
Legal Counsel:	Karl R. Holsten, County Attorney
Additional Background/Other Considerations:	n/a
Consequence of Denial/Inaction:	The County's Human Resources Policies and Procedures Manual will remain as is and employees elected to the Board of Supervisors will not be required to resign their employment or be terminated prior to taking office.
Talking Points:	n/a

ATTACHMENTS:

File Name	Description	Type

Proposed_Amendment_1-_HR.pdf Prposed Amendment 1 Backup Material

8.24 Political Activities

A. No employee may be deprived of the right to vote, to express opinions or to join in any political organization provided, however, that such activities do not interfere with job performance.

B. No employee shall be required to make a contribution of money, time or any other thing of value to any political party, candidate or other political organization.

C. Employees may be candidates for political office, including membership on the Spotsylvania County Board of Supervisors. However, in order to protect the efficiency, integrity, discipline, and morale of officers and employees of the County, prior to taking office any employee elected to the Spotsylvania County Board of Supervisors must resign from employment with the County or shall be released from employment with the County.

D.~~C~~. Except as set out in Section 8.24(C) above, ~~A~~any employee who accepts an appointment to or becomes a candidate for election to any federal, local or state public office shall resign his or her position, unless prior to accepting the appointment or becoming a candidate the employee shall:

1. Obtain an advisory opinion from the Commonwealth's Attorney stating that his or her off-duty candidacy or acceptance of the appointment and continued status as an employee would not constitute a violation of the State and Local Government Conflict of Interests Act, of the Code of Virginia, Section 2.2- 3100 et seq.

2. Obtain an opinion from the employee's department director which states that the employee's off-duty candidacy or acceptance of the appointment will not have an adverse impact on the employee's performance of County duties, and that such off-duty candidacy or appointment will not have an adverse impact on the ability of the employee's co-workers to perform their public duties. Before rendering such opinion, the department director shall confer with the employee's immediate supervisors and the County Administrator.

E.~~D~~. Any employee who desires to become a candidate for public elective office but is unable to obtain the opinions described above may be permitted, in the discretion of the department director, to be absent from his or her duties as an employee by being placed on leave, without pay, during the period of such candidacy. Any employee who is elected or appointed to a public office as described herein and is unable to obtain the opinions described above shall resign his or her County position before assuming office.

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Proposed Addition to the County's Human Resources Policies and Procedures Manual Related to the Application of Section 8.24 (C) Which Requires Employees Elected to the Board of Supervisors Resign or Be Terminated (Amendment 2)
Agenda Title:	Proposed Addition to the County's Human Resources Policies and Procedures Manual Related to the Application of Section 8.24 (C) Which Requires Employees Elected to the Board of Supervisors Resign or Be Terminated (Amendment 2)
Recommendation:	No recommendation.
Non-Staff Name and Title of Presenters:	n/a
Summary:	The addition of this portion of Section **8.24 (C)** (Amendment 2) to the County's Human Resources Policies and Procedures Manual will require that the preceding portion of Section **8.24 (C)** (Amendment 1), requiring employees elected to the Board of Supervisors to resign their employment or be released of their employment prior to taking office, not be applied to any employee currently a member of the Board of Supervisors as of December 10, 2019 for as long as that employee continues to hold office. Should any such employee no longer hold office after December 10, 2019, the preceding portion of Section **8.24 (C)** (Amendment 1**)** would apply to said employee.
Financial Impact:	n/a
Staff Contacts:	Laurie Newman, Human Resources Director
Legal Counsel:	Karl R. Holsten, County Attorney
Additional Background/Other Considerations:	n/a

Consequence of Denial/Inaction:	Should this proposed Section of **8.24 (C)** (Amendment 2) not be adopted but the preceding portion of Section **8.24 (C)** (Amendment 1) be adopted, any employee currently on the Board of Supervisors would not be required to resign or be terminated; however, said employee would be required to resign or be terminated upon subsequent election for a new term. If the preceding portion of Section **8.24 (C)** (Amendment 1) and this addition to Section **8.24 (C)** (Amendment 2) are both not adopted, the County's Human Resources Policies and Procedures Manual will remain as it is.
Talking Points:	n/a

ATTACHMENTS:

File Name	Description	Type
Proposed_Amendment_2.pdf	Propsed Amendment 2	Backup Material

8.24 Political Activities

A. No employee may be deprived of the right to vote, to express opinions or to join in any political organization provided, however, that such activities do not interfere with job performance.

B. No employee shall be required to make a contribution of money, time or any other thing of value to any political party, candidate or other political organization.

C. Employees may be candidates for political office, including membership on the Spotsylvania County Board of Supervisors. However, in order to protect the efficiency, integrity, discipline, and morale of officers and employees of the County, prior to taking office any employee elected to the Spotsylvania County Board of Supervisors must resign from employment with the County or shall be released from employment with the County. This provision shall take effect on December 10, 2019, and shall therefore not apply retroactively to any employee serving as a member of the Board of Supervisors as of that date. This provision shall not apply prospectively to any such employee so long as the employee continually serves in that office; however, should any such employee at any point not continue in that office, this provision shall apply to the employee.

D. Except as set out in Section 8.24(C) above, any employee who accepts an appointment to or becomes a candidate for election to any federal, local or state public office shall resign his or her position, unless prior to accepting the appointment or becoming a candidate the employee shall:

1. Obtain an advisory opinion from the Commonwealth's Attorney stating that his or her off-duty candidacy or acceptance of the appointment and continued status as an employee would not constitute a violation of the State and Local Government Conflict of Interests Act, of the Code of Virginia, Section 2.2- 3100 et seq.

2. Obtain an opinion from the employee's department director which states that the employee's off-duty candidacy or acceptance of the appointment will not have an adverse impact on the employee's performance of County duties, and that such off-duty candidacy or appointment will not have an adverse impact on the ability of the employee's co-workers to perform their public duties. Before rendering such opinion, the department director shall confer with the employee's immediate supervisors and the County Administrator.

E. Any employee who desires to become a candidate for public elective office but is

unable to obtain the opinions described above may be permitted, in the discretion of the department director, to be absent from his or her duties as an employee by being placed on leave, without pay, during the period of such candidacy. Any employee who is elected or appointed to a public office as described herein and is unable to obtain the opinions described above shall resign his or her County position before assuming office.

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Proposed Addition to the County's Human Resources Policies and Procedures Manual Prohibiting Employment of Members of the Board of Supervisors and Prohibiting the Employment of Former Members of the Board of Supervisors for One Year After Leaving Office (Amendment 3)
Agenda Title:	Proposed Addition to the County's Human Resources Policies and Procedures Manual Prohibiting Employment of Members of the Board of Supervisors and Prohibiting the Employment of Former Members of the Board of Supervisors for One Year After Leaving Office (Amendment 3)
Recommendation:	No recommendation.
Non-Staff Name and Title of Presenters:	n/a
Summary:	The addition of this Section **5.23 (A)** (Amendment 3) to the County's Human Resources Policies and Procedures Manual will prohibit Members of the Board of Supervisors from being employed by the County and prohibit former Members of the Board of Supervisors from being employed by the County for one year after leaving office.
Financial Impact:	n/a
Staff Contacts:	Laurie Newman, Human Resources Director
Legal Counsel:	Karl Holsten, County Attorney
Additional Background/Other Considerations:	n/a
Consequence of Denial/Inaction:	The County's Human Resources Policies and Procedures Manual will remain as is and current and former Members of the Board of Supervisors would not be prohibited by County human resources policy at any time from being employed by the County.

Talking Points: n/a

ATTACHMENTS:

File Name	Description	Type
Proposed_Amendment_3.pdf	Proposed Amendment 3	Backup Material

5.23 Employment of Current Board Members Prohibited and Application Thereof; Employment of Former Board Members Prohibited for One Year and Application Thereof

A. In order to protect the efficiency, integrity, discipline, and morale of officers and employees of the County, applications for employment shall not be accepted from any member of the Spotsylvania County Board of Supervisors and shall not be accepted from any former member of the Spotsylvania County Board of Supervisors for one year after the member has left that office; and in any event no member of the Spotsylvania County Board of Supervisors shall be eligible for employment by the County and no former member of the Spotsylvania County Board of Supervisors shall be eligible for employment by the County for a period of one year after leaving that office.

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Proposed Addition to the County's Human Resources Policies and Procedures Manual Related to the Application of Section 5.23 (A) Which Prohibits Members of the Board of Supervisors from Being Employed by the County and Prohibiting the Employment of Former Members of the Board of Supervisors for One Year After Leaving Office (Amendment 4)
Agenda Title:	Proposed Addition to the County's Human Resources Policies and Procedures Manual Related to the Application of Section 5.23 (A) Which Prohibits Members of the Board of Supervisors from Being Employed by the County and Prohibiting the Employment of Former Members of the Board of Supervisors for One Year After Leaving Office (Amendment 4)
Recommendation:	No Recommendation.
Non-Staff Name and Title of Presenters:	n/a
Summary:	The addition of this portion Section **5.23 (A)** (Amendment 4) to the County's Human Resources Policies and Procedures Manual will require that **5.25 (A)** (Amendment 3), prohibiting Members of the Board of Supervisors from being employed by the County and prohibiting former Members of the Board of Supervisors from being employed by the County for one year after leaving office, not be applied to any employee currently a member of the Board of Supervisors as of December 10, 2019 for as long as that employee continues to hold office. Should any such employee no longer hold office after December 10, 2019, Section **5.23 (A)** (Amendment 3) would not be applied so as to require the employee to resign his or her employment due solely to the one-year prohibition stated therein.

Financial Impact:	n/a
Staff Contacts:	Laurie Newman, Human Resources Director
Legal Counsel:	Karl Holsten, County Attorney
Additional Background/Other Considerations:	n/a
Consequence of Denial/Inaction:	Should this proposed Section **5.23 (A)** (Amendment 4**)** not be adopted but Section **5.23 (A)** (Amendment 3) be adopted, any employee currently on the Board of Supervisors would be required to resign or be terminated as the employee would no longer be eligible for employment. If Section **5.23 (A)** (Amendment 3) and this Section **5.23 (A)** (Amendment 4) are both not adopted, the County's Human Resources Policies and Procedures Manual will remain as it is.
Talking Points:	n/a

ATTACHMENTS:

File Name	Description	Type
Proposed_Amendment_4.pdf	Proposed Amendment 4	Backup Material

5.23 Employment of Current Board Members Prohibited and Application Thereof; Employment of Former Board Members Prohibited for One Year and Application Thereof

A. In order to protect the efficiency, integrity, discipline, and morale of officers and employees of the County, applications for employment shall not be accepted from any member of the Spotsylvania County Board of Supervisors and shall not be accepted from any former member of the Spotsylvania County Board of Supervisors for one year after the member has left that office; and in any event no member of the Spotsylvania County Board of Supervisors shall be eligible for employment by the County and no former member of the Spotsylvania County Board of Supervisors shall be eligible for employment by the County for a period of one year after leaving that office. This provision shall take effect on December 10, 2019, and shall therefore not apply retroactively to any employee currently serving on the Spotsylvania County Board of Supervisors as of that date. This provision shall not apply prospectively to any such employee so long as the employee continually serves in that office; however, should any such employee at any point not continue in that office, this provision shall not be applied to the employee so as to require the employee to resign his or her employment due solely to the one-year prohibition stated herein.

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Addition to The County's Human Resources Policies and Procedures Manual Related to the Application of Proposed Sections 5.23 (A) and 8.24 (C) (Amendment 5)
Agenda Title:	Addition to The County's Human Resources Policies and Procedures Manual Related to the Application of Proposed Sections 5.23 (A) and 8.24 (C) (Amendment 5)
Recommendation:	No Recommendation.
Non-Staff Name and Title of Presenters:	n/a
Summary:	The addition of this Section **5.23 (B)** (Amendment 5) to the County's Human Resources Policies and Procedures Manual will require that no portion of proposed Sections 5.23 (A) and 8.24 (C) (Amendments 1 through 4) be interpreted to prohibit the appointment of any current or former Member of the Board of Supervisors to any advisory body of the County for which they are otherwise eligible.
Financial Impact:	n/a
Staff Contacts:	Laurie Newman, Human Resources Director
Legal Counsel:	Karl Holsten, County Attorney
Additional Background/Other Considerations:	This should only be considered if any of the preceding proposed Sections 5.23 (A) or 8.24 (C) (Amendments 1 through 4) are adopted. Otherwise, this proposed amendment would have no application. Should proposed Section 5.23 (A) or 8.24 (C) (Amendments 1 through 4) be adopted, there may be confusion regarding appointments which carry remuneration or a stipend. Should proposed Sections

Consequence of Denial/Inaction:	5.23 (A) or 8.24 (C) (Amendments 1 through 4) not be adopted, the County's Human Resources Policies and Procedures Manual will remain as it is.
Talking Points:	n/a

ATTACHMENTS:

File Name	Description	Type
Proposed_Amendment_5.pdf	Proposed Amendment 5	Backup Material

5.23 Employment of Current Board Members Prohibited and Application Thereof; Employment of Former Board Members Prohibited for One Year and Application Thereof

A. In order to protect the efficiency, integrity, discipline, and morale of officers and employees of the County, applications for employment shall not be accepted from any member of the Spotsylvania County Board of Supervisors and shall not be accepted from any former member of the Spotsylvania County Board of Supervisors for one year after the member has left that office; and in any event no member of the Spotsylvania County Board of Supervisors shall be eligible for employment by the County and no former member of the Spotsylvania County Board of Supervisors shall be eligible for employment by the County for a period of one year after leaving that office. This provision shall take effect on August 13, 2019, and shall therefore not apply retroactively to any employee currently serving on the Spotsylvania County Board of Supervisors as of that date. This provision shall not apply prospectively to any such employee so long as the employee continually serves in that office; however, should any such employee at any point not continue in that office, this provision shall not be applied to the employee so as to require the employee to resign his or her employment due solely to the one-year prohibition stated herein.

B. Nothing in Sections 5.23 (A) or 8.24 (C) shall prohibit any member or former member of the Board of Supervisors or any employee or former employee of the County from being appointed to any advisory body of the County for which they are otherwise eligible, regardless of whether any remuneration or stipend is provided.

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Cooperative Agreements between Spotsylvania County and Constitutional Officers

Agenda Title:	Cooperative Agreements between Spotsylvania County and Constitutional Officers
Recommendation:	Approve.
Non-Staff Name and Title of Presenters:	n/a
Summary:	Attached are the cooperative agreements between Spotsylvania County and the Treasurer, Commissioner of Revenue, Sheriff and Commonwealth Attorney.
Financial Impact:	n/a
Staff Contacts:	Ed Petrovitch, County Administrator
Legal Counsel:	Karl Holsten, County Attorney
Additional Background/Other Considerations:	n/a
Talking Points:	n/a

ATTACHMENTS:

File Name	Description	Type
Cooperative_Agreement_2020_-_Treasurer.pdf	Agreement with Treasurer	Agreement
Cooperative_Agreement_2020_-_Commissioner_of_Revenue.pdf	Agreement with Commissioner of Revenue	Agreement
Cooperative_Agreement_2020_-_Commonwealths_Attorney.pdf	Agreement with Commonwealth Attorney	Agreement
Cooperative_Agreement_2020_-_Sheriff.pdf	Agreement with Sheriff	Backup Material

COOPERATIVE AGREEMENT
BETWEEN THE
BOARD OF SUPERVISORS
AND THE
TREASURER
OF
SPOTSYLVANIA COUNTY, VIRGINIA

THIS COOPERATIVE AGREEMENT, effective as of January 1, 2020 is between the Treasurer and the Board of Supervisors of the County of Spotsylvania.

ARTICLE I - SCOPE OF AGREEMENT

This Agreement extends coverage of the County Personnel Policies and Procedures Manual ("the Personnel Manual") to all employees and deputies of the Office of the Treasurer, except for the Treasurer himself. This Agreement recognizes that employees and deputies of the Treasurer and other County employees serve all residents of Spotsylvania County. Therefore, this Agreement seeks to establish a uniform personnel system so that the Treasurer's employees and deputies will have the same rights and benefits and will be subject to the same procedures and regulations as other County employees, except as provided herein.

This Agreement is established in accordance with State laws and under paragraph 1.5, Chapter 1 of the Personnel Manual; however, advertising for position vacancies shall be consistent with Virginia Code Section 15.2-1604.

Employees and deputies will be subject to the County's personnel policies and regulations, except that any decision during the grievance procedure, including, without limitation, the decision of any grievance panel convened to review the disciplining or termination of any employee or deputy of the Treasurer, shall be advisory only and not binding upon the Treasurer and except further that in termination or retaliation cases, an administrative hearing officer shall not be appointed as the third panel member as provided in paragraph 20.13(A)(4) of the Personnel Manual, such member to be chosen instead as provided in paragraphs 20.13(A)(1), (2) and (3) of the Personnel Manual. The Treasurer shall have all authority as designated by the Personnel Manual for a Department Director.

An employee or deputy in a Compensation Board funded position is entitled to receive a salary adjustment consistent with the Compensation Board. However, the County reserves the right not to grant a COLA, merit increase, or any other form of compensation received by general County employees if such an increase would provide compensation greater than that received by general County employees. This is an endeavor to maintain parity among County and Compensation Board funded positions as it pertains to general employee compensation.

Nothing in this Agreement shall be interpreted to infringe upon the authority of the Treasurer to retain control over the operations of his office, including, without limitation, the authority to:

(1) Direct the work of his employees and deputies; and

(2) Hire, promote, transfer or appoint employees and deputies; and

(3) Discipline, suspend, demote, dismiss or terminate the appointment of any employee or deputy.

Such authority shall be exercised by the Treasurer; however, the procedures shall be in accordance with the Personnel Manual. In addition, the Treasurer's authority pursuant to Virginia Code Section 15.2-1603 to terminate the appointment of a deputy is not intended to be infringed by this Agreement.

ARTICLE II - TIME OF PERFORMANCE

This Agreement shall commence as of January 1, 2020, and is effective until the Constitutional Officer's term in office expires on December 31, 2023.

ARTICLE III - LAWS, PERMITS AND RESTRICTIONS

This Agreement shall be governed in all respects, whether as to validity, construction, capacity or performance by the laws of the Commonwealth of Virginia.

ARTICLE IV - TERMINATION

(1) This Agreement may be canceled by either party by giving sixty (60) days written notice to the other, or

(2) This Agreement shall be suspended in the event the court or State, or governments fail to appropriate or allocate funds for the purpose of continuation of this Agreement, or

(3) In the event of breach by either party to this Agreement, the other party may give written notice to the party deemed to be in breach specifying the manner in which the Agreement has been breached. If such notice of breach is given, the party sending the notice may suspend performance of any or all of its corresponding obligations under this Agreement, and if the party receiving the notice has not substantially corrected the breach within thirty (30) days of receipt of the written notice, the party sending the notice shall have the right to terminate this Agreement.

ARTICLE V - PERSONNEL RECORDS AND REPORTS

The Department of Human Resources shall maintain the official written records of all employment actions for employees or deputies of the Treasurer. Records and forms will be submitted in accordance with procedures outlined by the County Administrator and/or stated in the Personnel Manual.

ARTICLE VI – ADDITIONAL BENEFITS

The Board of Supervisors agrees to increase the Treasurer's salary by the greater of either: (1) an amount delineated as a result of a Commonwealth mandated salary increase; or, (2) in accordance with both cost of living increases, if any, and merit increases, if any, granted to qualifying County employees. Cost of living increases shall become effective on the same date County employees receive said increases. Merit increases shall become effective on January 1st of each year. In addition, the County agrees to provide a five thousand and 00/00 dollar ($5,000.00) supplement to the Treasurer's salary. In addition, the Treasurer shall be entitled to payment of health insurance premiums upon retirement to the same extent as County employees generally.

Witness the following signatures and seals:

Larry K Pritchett

LARRY K. PRITCHETT, TREASURER
OF SPOTSYLVANIA COUNTY

BOARD OF SUPERVISORS OF
SPOTSYLVANIA COUNTY

BY: _____
BOARD OF SUPERVISORS, CHAIR

APPROVED AS TO FORM:

_____
KARL R. HOLSTEN
COUNTY ATTORNEY

COOPERATIVE AGREEMENT
BETWEEN THE
BOARD OF SUPERVISORS
AND THE
COMMISSIONER OF REVENUE
OF
SPOTSYLVANIA COUNTY, VIRGINIA

THIS COOPERATIVE AGREEMENT, effective as of January 1, 2020 is between the Commissioner of the Revenue and the Board of Supervisors of the County of Spotsylvania.

ARTICLE I - SCOPE OF AGREEMENT

This Agreement extends coverage of the County Personnel Policies and Procedures Manual (the "Personnel Manual") to all employees and deputies of the Office of the Commissioner of the Revenue, except for the Commissioner of Revenue herself. This Agreement recognizes that employees and deputies of the Commissioner of the Revenue and other County employees serve all residents of Spotsylvania County. Therefore, this Agreement seeks to establish a uniform personnel system so that the Commissioner of the Revenue's employees and deputies will have the same rights and benefits and will be subject to the same procedures and regulations as other County employees, except as provided herein.

This Agreement is established in accordance with State laws and under paragraph 1.5, Chapter 1 of the Personnel Manual; however, advertising for position vacancies shall be consistent with Virginia Code Section 15.2-1604.

Employees and deputies will be subject to the County's personnel policies and regulations, except that any decision during the grievance procedure, including, without limitation, the decision of any grievance panel convened to review the disciplining or termination of any employee or deputy of the Commissioner of the Revenue, shall be advisory only and not binding upon the Commissioner of the Revenue, and except further that in termination or retaliation cases, an administrative hearing officer shall not be appointed as the third panel member as provided in paragraph 20.13(A)(4) of the Personnel Manual, such member to be chosen instead as provided in paragraphs 20.13(A)(1), (2) and (3) of the Personnel Manual. The Commissioner of the Revenue shall have all authority as designated by the Personnel Manual for a Department Director.

An employee or deputy in a Compensation Board funded position is entitled to receive a salary adjustment consistent with the Compensation Board. However, the County reserves the right not to grant a COLA, merit increase, or any other form of compensation received by general County employees if such an increase would provide compensation greater than that received by general County employees. This is an endeavor to maintain parity among County and Compensation Board funded positions as it pertains to general employee compensation.

Nothing in this Agreement shall be interpreted to infringe upon the authority of the Commissioner of the Revenue to retain control over the operations of her office, including, without limitation, the authority to:

(1) Direct the work of her employees and deputies; and
(2) Hire, promote, transfer or appoint employees and deputies; and
(3) Discipline, suspend, demote, dismiss or terminate the appointment of any employee or deputy.

Such authority shall be exercised by the Commissioner of the Revenue; however, the procedures shall be in accordance with the Personnel Manual. In addition, the Commissioner of the Revenue's authority pursuant to Virginia Code Section 15.2-1603 to terminate the appointment of a deputy is not intended to be infringed by this Agreement.

ARTICLE II - TIME OF PERFORMANCE

This Agreement shall commence as of January 1, 2020, and is effective until the Constitutional Officer's term in office expires on December 31, 2023.

ARTICLE III - LAWS, PERMITS AND RESTRICTIONS

This Agreement shall be governed in all respects, whether as to validity, construction, capacity or performance by the laws of the Commonwealth of Virginia.

ARTICLE IV - TERMINATION

(1) This Agreement may be canceled by either party by giving sixty (60) days written notice to the other, or

(2) This Agreement shall be suspended in the event the court or State, or governments fail to appropriate or allocate funds for the purpose of continuation of this Agreement, or

(3) In the event of breach by either party to this Agreement, the other party may give written notice to the party deemed to be in breach specifying the manner in which the Agreement has been breached. If such notice of breach is given, the party sending the notice may suspend performance of any or all of its corresponding obligations under this Agreement, and if the party receiving the notice has not substantially corrected the breach within thirty (30) days of receipt of the written notice, the party sending the notice shall have the right to terminate this Agreement.

ARTICLE V - PERSONNEL RECORDS AND REPORTS

The Department of Human Resources shall maintain the official written records of all employment actions for employees and deputies of the Commissioner of the Revenue. Records and

forms will be submitted in accordance with procedures outlined by the County Administrator and/or stated in the Personnel Manual.

ARTICLE VI – ADDITIONAL BENEFITS

The Board of Supervisors agrees to increase the Commissioner of the Revenue's salary by the greater of either: (1) an amount delineated as a result of a Commonwealth mandated salary increase; or, (2) in accordance with both cost of living increases, if any, and merit increases, if any, granted to qualifying County employees. Cost of living increases shall become effective on the same date County employees receive said increases. Merit increases shall become effective on January 1st of each year. In addition, the County agrees to provide a five thousand and 00/00 dollar ($5,000.00) supplement to the Commissioner of the Revenue's salary. In addition, the Commissioner of Revenue shall be entitled to payment of health insurance premiums upon retirement to the same extent as County employees generally.

Witness the following signatures and seals:

Deborah F. Williams

DEBORAH F. WILLIAMS
COMMISSIONER OF THE REVENUE
SPOTSYLVANIA COUNTY

BOARD OF SUPERVISORS OF
SPOTSYLVANIA COUNTY

BY: _____
BOARD OF SUPERVISORS, CHAIR

APPROVED AS TO FORM:

KARL R. HOLSTEN
COUNTY ATTORNEY

COOPERATIVE AGREEMENT
BETWEEN THE
BOARD OF SUPERVISORS
AND THE
COMMONWEALTH'S ATTORNEY
OF
SPOTSYLVANIA COUNTY, VIRGINIA

THIS COOPERATIVE AGREEMENT, effective as of January 1, 2020 is between the Commonwealth's Attorney and the Board of Supervisors of the County of Spotsylvania.

ARTICLE I - SCOPE OF AGREEMENT

This Agreement extends coverage of the County Personnel Policies and Procedures Manual (the "Personnel Manual") to all employees and deputies of the Office of the Commonwealth's Attorney except for the Commonwealth's Attorney himself. This Agreement recognizes that employees and deputies of the Commonwealth's Attorney and other County employees serve all residents of Spotsylvania County. Therefore, this Agreement seeks to establish a uniform personnel system so that the Commonwealth's Attorney's employees and deputies will have the same rights and benefits and will be subject to the same procedures and regulations as other County employees, except as provided herein.

This Agreement is established in accordance with State laws and under paragraph 1.5, Chapter 1 of the Personnel Manual; however, advertising for position vacancies shall be consistent with Virginia Code Section 15.2-1604.

The Commonwealth's Attorney, a constitutional officer, will retain control over the operations of the Office of the Commonwealth's Attorney, with the understanding that the employees and deputies will be subject to the County's Personnel Manual, to include the grievance procedures, except that any decision during the grievance procedure, including, without limitation, the decision of any grievance panel convened to review the disciplining or termination of any employee or deputy of the Commonwealth's Attorney, shall be advisory only and not binding upon the Commonwealth's Attorney, and except further that in termination or retaliation cases, an administrative hearing officer shall not be appointed as the third panel member as provided in paragraph 20.13(A)(4) of the Personnel Manual, such member to be chosen instead as provided in paragraphs 20.13(A)(1), (2) and (3) of the Personnel Manual. Any such grievance panel recommendation shall be subject to review for conformance with written policy by the County Administrator or designee, which review shall be advisory to the Commonwealth's Attorney. It is further understood that the Commonwealth's Attorney shall have all authority as designated by the Personnel Manual for a Department Director. Notwithstanding the foregoing, it is further understood that all employees and deputies of the office of the Commonwealth's Attorney serve at the will and pleasure of the Commonwealth's Attorney, a constitutional law enforcement officer, and in addition to being subject to discharge at will at any time, are therefore, subject to re-appointment every four years after each election. Virginia Code

Section 15.2-1632; 15.2-1630; Virginia Constitution Article VII, Section 4. Furthermore, in order to maintain the Commonwealth's Attorney's necessary independence as a constitutional law-enforcement officer, he shall retain sole authority in hiring decisions.

An employee or deputy in a Compensation Board funded position is entitled to receive a salary adjustment consistent with the Compensation Board. However, the County reserves the right not to grant a COLA, merit increase, or any other form of compensation received by general County employees if such an increase would provide compensation greater than that received by general County employees. This is an endeavor to maintain parity among County and Compensation Board funded positions as it pertains to general employee compensation.

ARTICLE II - TIME OF PERFORMANCE

This Agreement shall commence as of January 1, 2020, and is effective until the Constitutional Officer's term in office expires on December 31, 2023.

ARTICLE III - LAWS, PERMITS AND RESTRICTIONS

This Agreement shall be governed in all respects, whether as to validity, construction, capacity or performance by the laws of the Commonwealth of Virginia.

ARTICLE IV - TERMINATION

(1) This Agreement may be canceled by either party by giving sixty (60) days written notice to the other, or

(2) This Agreement shall be suspended in the event the court or State, or governments fail to appropriate or allocate funds for the purpose of continuation of this Agreement, or

(3) In the event of breach by either party to this Agreement, the other party may give written notice to the party deemed to be in breach specifying the manner in which the Agreement has been breached. If such notice of breach is given, the party sending the notice may suspend performance of any or all of its corresponding obligations under this Agreement, and if the party receiving the notice has not substantially corrected the breach within thirty (30) days of receipt of the written notice, the party sending the notice shall have the right to terminate this Agreement.

ARTICLE V - PERSONNEL RECORDS AND REPORTS

The Department of Human Resources shall maintain the official written records of all employment actions for employees and deputies of the Commonwealth's Attorney's office. Records and forms will be submitted in accordance with procedures outlined by the County Administrator and/or stated in the Personnel Manual.

ARTICLE VI – ADDITIONAL BENEFITS

The Board of Supervisors agrees to increase the Commonwealth Attorney's salary by the greater of either: (1) an amount delineated as a result of a Commonwealth mandated salary increase; or, (2) in accordance with both cost of living increases, if any, and merit increases, if any, granted to qualifying County employees. Cost of living increases shall become effective on the same date County employees receive said increases. Merit increases shall become effective on January 1st of each year. In addition, the County agrees to provide a five thousand and 00/00 dollar ($5,000.00) supplement to the Commonwealth Attorney's salary. In addition, the Commonwealth's Attorney shall be entitled to payment of health insurance premiums upon retirement to the same extent as County employees generally.

Witness the following signatures and seals:

TRAVIS D. BIRD
COMMONWEALTH'S ATTORNEY

BOARD OF SUPERVISORS OF
SPOTSYLVANIA COUNTY

BY: _____
BOARD OF SUPERVISORS, CHAIR

APPROVED AS TO FORM:

KARL R. HOLSTEN
COUNTY ATTORNEY

COOPERATIVE AGREEMENT
BETWEEN THE
BOARD OF SUPERVISORS
AND THE
SHERIFF
OF
SPOTSYLVANIA COUNTY, VIRGINIA

THIS COOPERATIVE AGREEMENT, effective as of January 1, 2020, is between the Sheriff and the Board of Supervisors of the County of Spotsylvania.

ARTICLE I - SCOPE OF AGREEMENT

This Agreement extends coverage of the County Personnel Policies and Procedures Manual (the "Personnel Manual") to all employees and deputies of the Office of the Sheriff except for the Sheriff himself. This Agreement recognizes that employees and deputies of the Sheriff and other County employees serve all residents of Spotsylvania County. Therefore, this Agreement seeks to establish a uniform human resource system so that the Sheriff's employees and deputies will have the same rights and benefits and will be subject to the same procedures and regulations as other County employees, except as provided herein.

This Agreement is established in accordance with State laws and under paragraph 1.5, Chapter 1 of the Personnel Manual; however, advertising for position vacancies shall be consistent with Virginia Code Section 15.2-1604.

It is the intent of the parties to this Agreement that the Sheriff, a constitutional officer, will retain control over the operations of the Office of the Sheriff, with the understanding that the employees and deputies will be subject to the County's Personnel Manual, except (i) that any decision during the grievance procedure, including, without limitation, the decision of any grievance panel convened to review the disciplining or termination of any employee of the Sheriff, shall be advisory only and not binding on the Sheriff, (ii) that in employee termination or retaliation cases, an administrative hearing officer shall not be appointed as the third panel member as provided in paragraph 20.13(A)(4) of the Personnel Manual, such member to be chosen instead as provided in paragraphs 20.13(A)(1), (2) and (3) of the Personnel Manual and (iii) that deputies and civilian employees shall have no access to the County grievance procedure. Rather, deputies and civilian employees shall use a grievance procedure promulgated by general order of the Sheriff, which procedure substantially conforms to the County grievance procedure with the following exceptions: the final step of the grievance procedure shall be advisory only and non-binding on the Sheriff, and the panel shall consist of deputies or employees of the Office of the Sheriff. Any grievance panel recommendation shall be subject to review for conformance with written policy by the County Administrator or designee, which review shall be advisory to the Sheriff. These exceptions are made so that this Agreement conforms with the provisions of Virginia Code Section 15.2-1603 and does not abrogate the Sheriff's full authority to direct and to control his deputies and civilian employees to

remove them from appointment. It is further understood that the Sheriff shall have all authority as designated by the Personnel Manual for a Department Director. Furthermore, in order to maintain the Sheriff's necessary independence as a constitutional officer, he will retain sole authority in hiring decisions.

An employee or deputy in a Compensation Board funded position is entitled to receive a salary adjustment consistent with the Compensation Board. However, the County reserves the right not to grant a COLA, merit increase, or any other form of compensation received by general County employees if such an increase would provide compensation greater than that received by general County employees. This is an endeavor to maintain parity among County and Compensation Board funded positions as it pertains to general employee compensation.

ARTICLE II - TIME OF PERFORMANCE

This Agreement shall commence as of January 1, 2020, and is effective until the Constitutional Officer's term in office expires on December 31, 2023.

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This Agreement shall be governed in all respects, whether as to validity, construction, capacity or performance by the laws of the Commonwealth of Virginia.

ARTICLE IV - TERMINATION

(1) This Agreement may be canceled by either party by giving sixty (60) days written notice to the other, or

(2) This Agreement shall be suspended in the event the court or State, or governments fail to appropriate or allocate funds for the purpose of continuation of this Agreement, or

(3) In the event of breach by either party to this Agreement, the other party may give written notice to the party deemed to be in breach specifying the manner in which the Agreement has been breached. If such notice of breach is given, the party sending the notice may suspend performance of any or all of its corresponding obligations under this Agreement, and if the party receiving the notice has not substantially corrected the breach within thirty (30) days of receipt of the written notice, the party sending the notice shall have the right to terminate this Agreement.

ARTICLE V - PERSONNEL COUNTY RECORDS AND REPORTS

The Department of Human Resources shall maintain the official written records of all employment actions for employees and deputies of the Sheriff's office. Records and forms will be submitted in accordance with procedures outlined by the County Administrator and/or stated in the Personnel Manual.

This Article shall not be interpreted and is not intended to include the internal affairs files, investigative records, records containing personal information, records containing information submitted to the Sheriff or his deputies in confidence, and records neither permitted nor required by law to be released to the public. Such records shall be solely maintained in the Office of the Sheriff pursuant to Virginia Code Section 15.2-1722 and shall not be accessible to any persons, except the Sheriff or his designee.

ARTICLE VI – ADDITIONAL BENEFITS

The Board of Supervisors agrees to increase the Sheriff's salary by the greater of either: (1) an amount delineated as a result of a Commonwealth mandated salary increase; or, (2) in accordance with both cost of living increases, if any, and merit increases, if any, granted to qualifying County employees. Cost of living increases shall become effective on the same date County employees receive said increases. Merit increases shall become effective on January 1st of each year. In addition, the County agrees to provide a five thousand and 00/00 dollar ($5,000.00) supplement to the Sheriff's salary and an additional ten thousand and 00/00 dollar ($10,000.00) for managing the Animal Control Department. In addition, the Sheriff shall be entitled to payment of health insurance premiums upon retirement to the same extent as County employees generally.

Witness the following signatures and seals:

ROGER HARRIS, SHERIFF OF
SPOTSYLVANIA COUNTY

BOARD OF SUPERVISORS OF
SPOTSYLVANIA COUNTY

BY: _____
BOARD OF SUPERVISORS, CHAIR

APPROVED AS TO FORM:

KARL R. HOLSTEN
COUNTY ATTORNEY

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	VDOT Report

Agenda Title:	VDOT Report
Recommendation:	n/a
Summary:	The VDOT report is forth coming.
Financial Impact:	n/a
Staff Contacts:	Ed Petrovitch, County Administrator
Additional Background/Other Considerations:	n/a
Consequence of Denial/Inaction:	n/a

ATTACHMENTS:

File Name	Description	Type
VDOT_Listing_Nov_2019.doc	VDOT Report	Backup Material
VDOT_Spotsylvania_BoS_Presentation_December_2019.pptx	VDOT Presentation	Presentation

COUNTY OF SPOTSYLVANIA

MEMORANDUM

Requests of VDOT by the

Spotsylvania County Board of Supervisors

November 2019

Board Member Name: David Ross- Courtland District

- Mr. Ross would like VDOT to check the stop light synchronization Route 3 East and West, from I95 exits to Spotswood Furnace Road, as he has had recent back-up delays due to stoplights. **A synchronization was conducted in 2018. If any specific intersections are acting irregular let us know so we can check the detection equipment. "Supervisor Ross indicated the intersection of Route 3 and Carl D. Silver, as well as, Route 3 and Bragg. These are on schedule to be looked at."**

Board Member Name: Tim McLaughlin – Chancellor District

- Resident requested VDOT to improve their asphalt mix to increase service life;

  Any increase in Plant Mix would result in a more money taken from our limited pavement budget. This would mean less lane miles would be paved and lead to deterioration of more roads.
- Resident requested VDOT to review the ditch depth on Route 621 and Route 3;

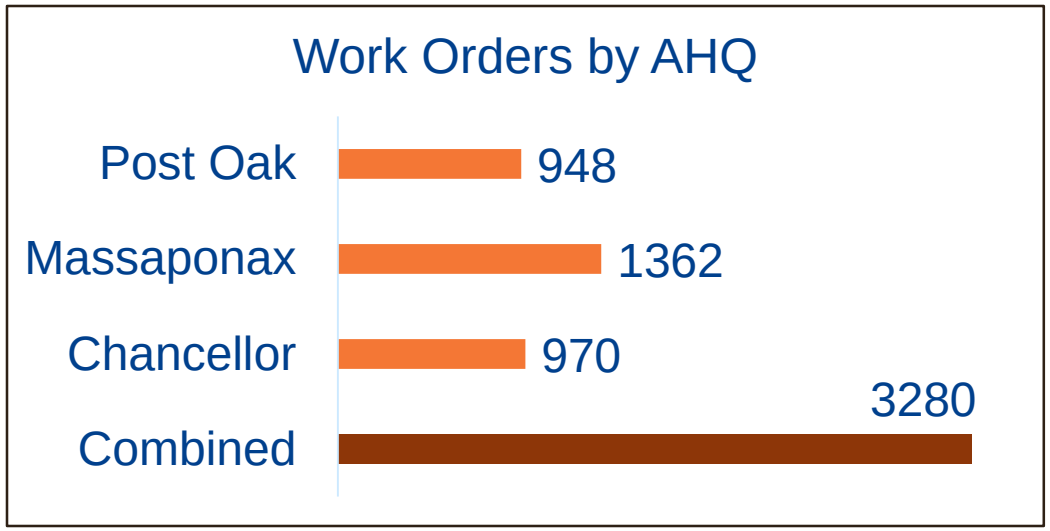
  Ditch is scheduled to be repaired before the end of the calendar year.
- Mr. McLaughlin would also like VDOT to check the light synchronization along Route 3, Ely's Ford area.

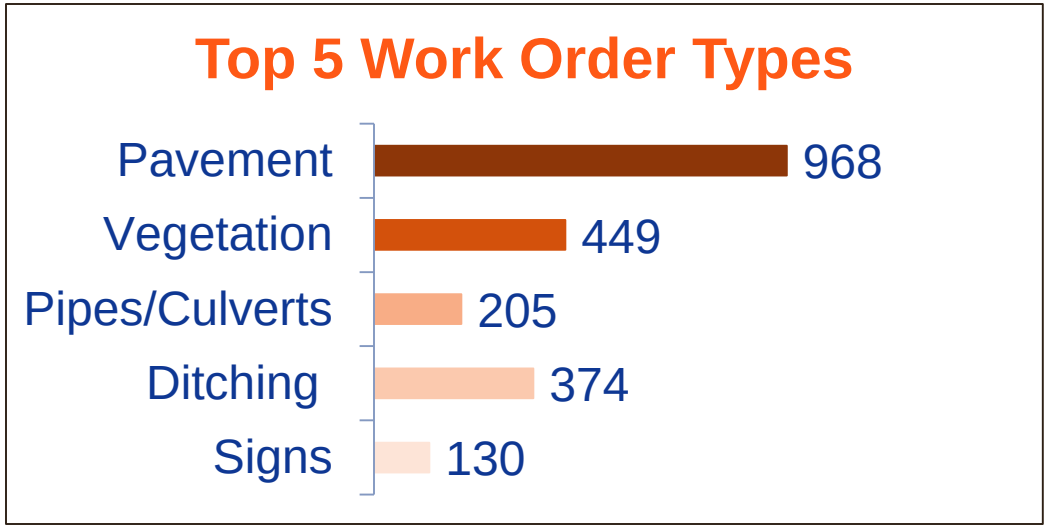
  Equipment is scheduled to be inspected.

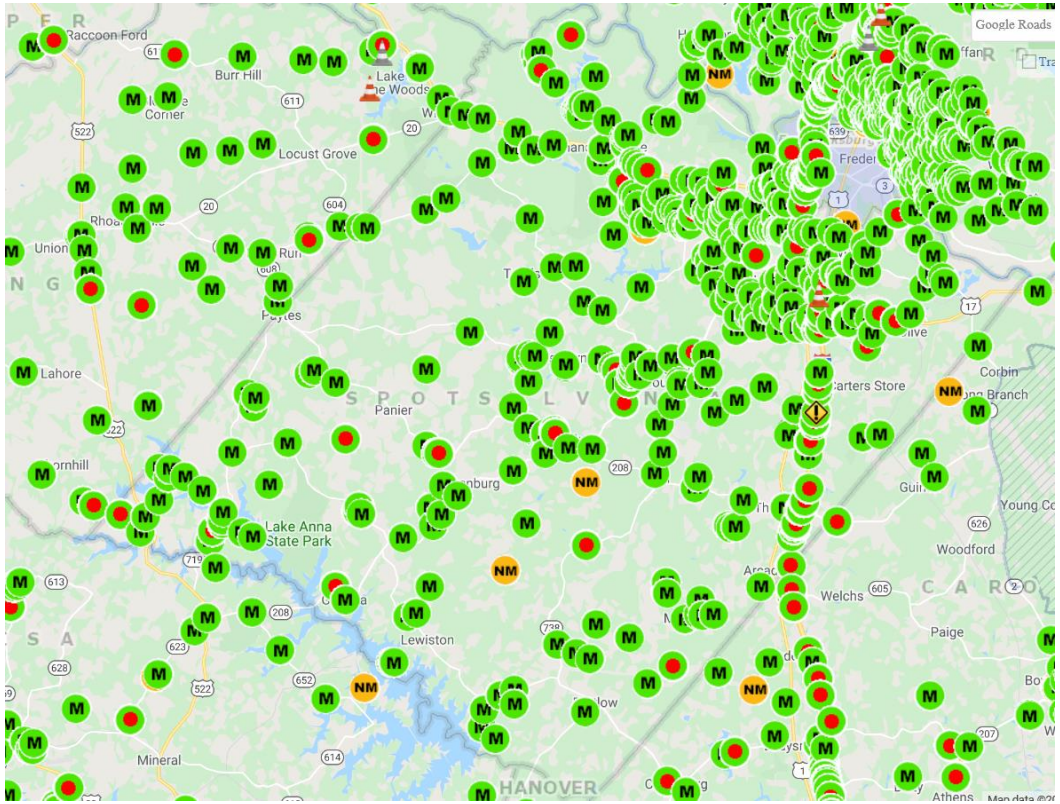
FREDERICKSBURG RESIDENCY BOARD UPDATE

December 10, 2019

Work Order Overview (01/01/19 to 12/5/19)





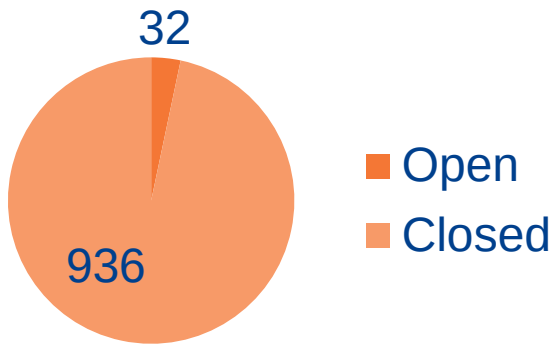


Avg. 11 work orders per business day

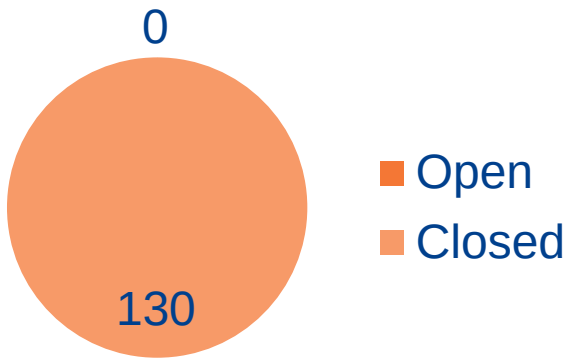
Work Order Completion Rates

Closed work orders 1/1/19 to 12/5/19 – 2,823

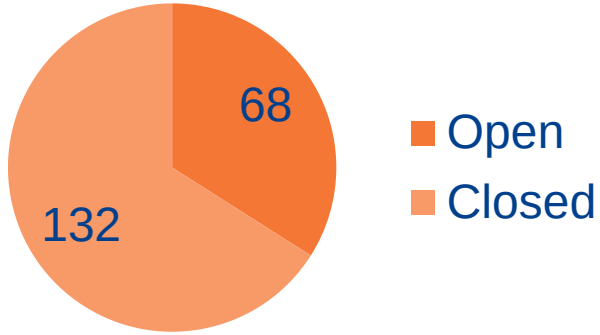
Pavement



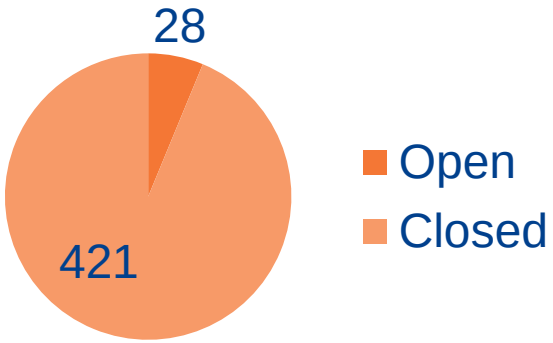
Signs



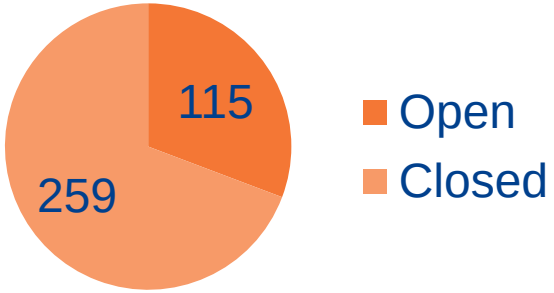
Pipes/Culverts



Vegetation

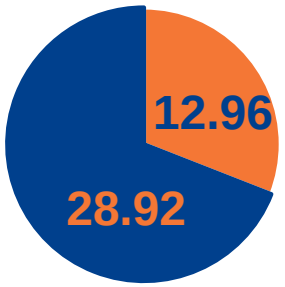


Ditching

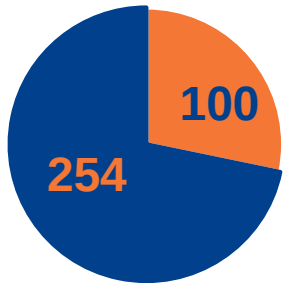


Performance Metrics Spotsylvania

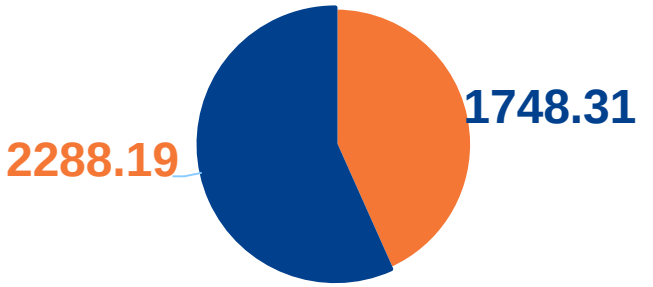
Unpaved Roads (Center Miles)



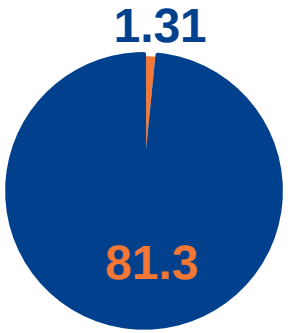
Pipes (Each)* 521 LF



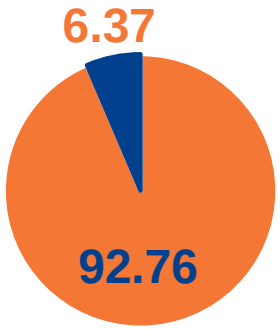
Turf (Acres)



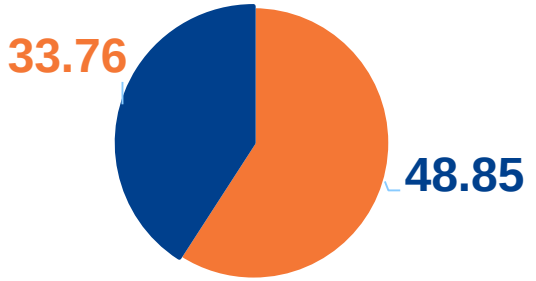
Ditches (Miles)



Tree Trimming (Shoulder Miles)



Unpaved Shoulders (Miles)



Projects in Spotsylvania County

Project	Last Milestone	Next Milestone	Ad Date
Exit 126 Rte. 1 SB / Route 711 Southpoint Parkway Crossover Conversion	Public Hearing	60% plan design	December 2021
Lafayette Turn Lane Extension @ Harrison Road	30% plan design	Right of Way	September 2021
Courthouse Road/Hood Drive Intersection Improvement	Preliminary Design	30% plan design	January 2023
Route 606 Mudd Tavern Roadway Improvements (West)	Right of Way	60% plan design	November 2020
Route 620 Harrison Road Reconstruction	30% plan design	Public Hearing	Fall 2021
Ashleigh at Old Plank Offset Turn Lane	Preliminary Design	Scoping	Fall 2021
Route 17 Bridge Replacement and Roadway Widening	Right of Way	60% plan design	Fall 2021
Commonwealth Drive Commuter Lot	Right of Way	60% plan design	March 2020

Traffic items in Spotsylvania County

Location	Action
Rte. 3 corridor	Replaced/installed signs as needed between Bragg Road and Andora Drive (one way, no u-turn, speed limit, etc.)
Belmont Rd.	Installed Chevrons and trimmed brush near Sunset Harbor Blvd. and Monrovia Rd.
Mudd Tavern Road	Installed Lane ends beyond signal sign
Spotswood Furnace Lane	Installed guardrail at curve near Bridge
Fox Point Rd & Charlesfield Dr.	Evaluated need for four way stop at Intersection (Traffic Engineering does not recommend)

Misc. projects in Spotsylvania County

Recently completed pavement patches:

- Highland Oaks
- Hunting Run
- River Junction
- Sawhill Blvd.
- Spotswood Furnace
- Cinnamon Teal

Pavement patching coming soon:

- Belmont Rd.
- Stanfield Rd.

VDOT's Snow Mobilization Plan

Mobilization Plan

National Weather Service Forecast		Mobilization Level	Response Plan	Neighborhood Plowing
Precipitation: **Accumulation:** **Ambient or Pavement Temp:**	20-49% or Greater Ice/Snow Possible 30-36	1	Spot treatment of bridges, overpasses and other critical structures and locations	No
Precipitation: **Accumulation:** **Ambient or Pavement Temp:**	50-100% Chance Up to 1 Inch of Snow 25-29	2	Light Salting Operations; Includes possible cold spot treatment in subdivisions and on gravel roads	No
Precipitation: **Accumulation:** **Ambient or Pavement Temp:**	50-100% Chance Up to 2 Inches of Snow or up to 1/10th Inch of Ice 20-24	3	Salting Operations; Potential for Plowing; Includes cold spot treatment in subdivisions and gravel roads	Yes
Precipitation: **Accumulation:** **Ambient or Pavement Temp:**	50-100% Chance Up to 6 Inches of Snow or up to 1/4th Inch of Ice 15-19	4	Salting/Plowing Operation; Includes plowing subdivisions and sanding as necessary	Yes
Precipitation: **Accumulation:** **Ambient or Pavement Temp:**	50-100% Chance More than 6 Inches of Snow or more than 1/4th Inch of Ice 10-14	5	Salting/Heavy Plow Operations; Includes salting subdivisions and sanding as necessary. All resources are deployed.	Yes

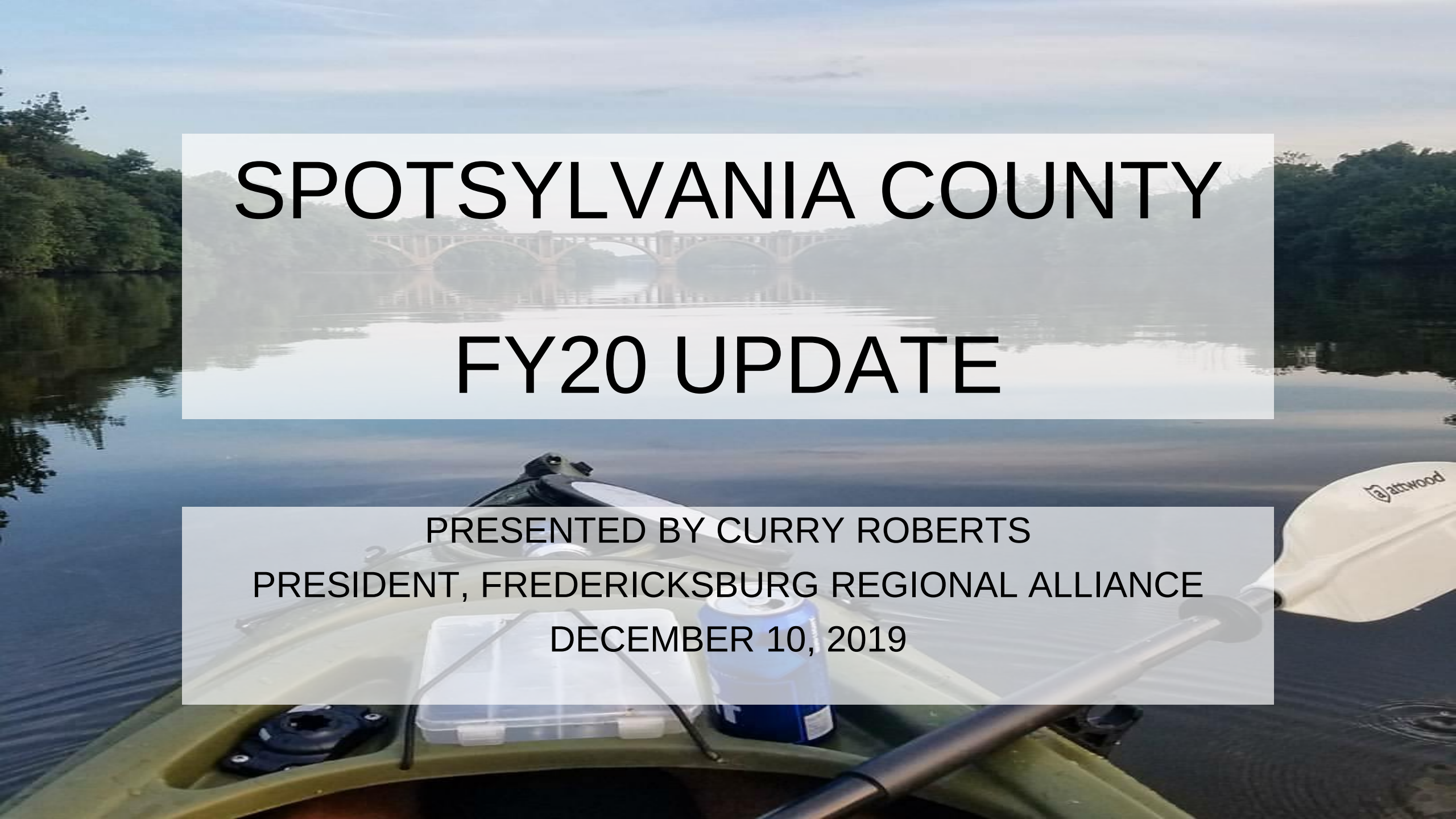
Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Fredericksburg Regional Alliance Update

Agenda Title:	Fredericksburg Regional Alliance Update
Recommendation:	n/a
Summary:	Curry Roberts will provide an update for Fredericksburg Regional Alliance.
Financial Impact:	n/a
Staff Contacts:	Ed Petrovitch, County Administrator
Additional Background/Other Considerations:	n/a
Consequence of Denial/Inaction:	n/a

ATTACHMENTS:

File Name	Description	Type
FRA_Update_-_Presentation.pptx	Presentation	Presentation



SPOTSYLVANIA COUNTY

FY20 UPDATE

PRESENTED BY CURRY ROBERTS

PRESIDENT, FREDERICKSBURG REGIONAL ALLIANCE

DECEMBER 10, 2019

THE FREDERICKSBURG REGIONAL ALLIANCE

Localities:

City of Fredericksburg
Caroline County
King George County
Spotsylvania County
Stafford County

Fast Facts:

- Established in 2000
- 501c6
- FRA Board of Directors
  - 12 Private Sector, 5 Public Sector
  - Linda Worrell, Chair
    - Silver Companies & SIEHT
- 2020 Fiscal Year Budget $714,046

Vision Statement:

By 2035, the Greater Fredericksburg Region will be an economic ecosystem of robust higher education, logistics, technology, health care and manufacturing employment centers creating 80,000 new jobs.

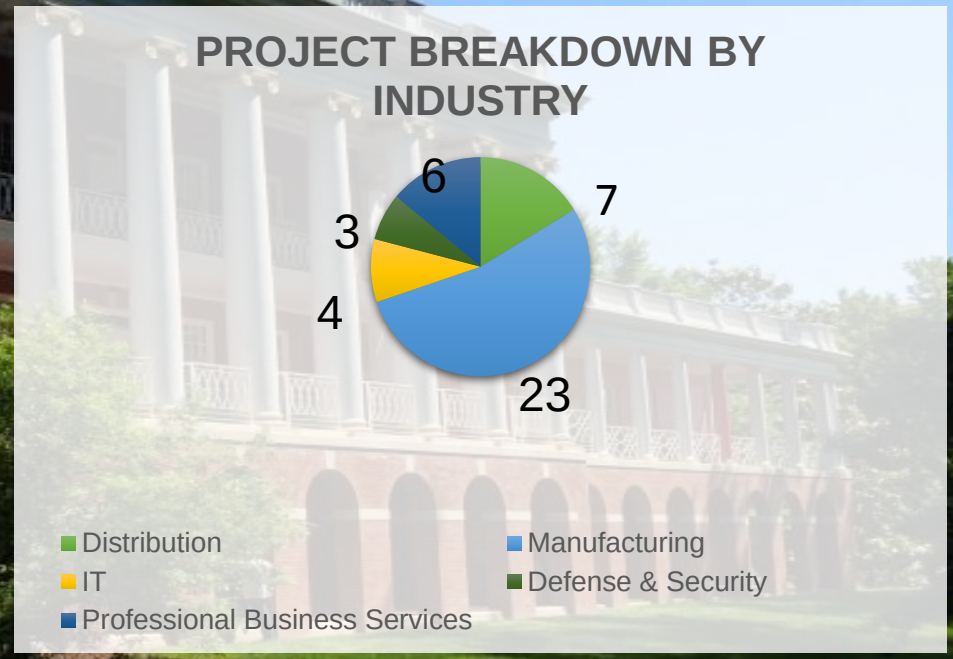
Mission Statement:

Through recruitment, collaboration, and advocacy, the FRA creates the environment to foster regional job growth.

FRA METRICS

	FY18-19
Leads	91
Total Projects	43
VEDP Project	26
FRA Projects	17
Announcements	3
Jobs	31
Capital Investment	$4,680,000

Category	Assists	Actions
UMW	5	14
Existing Industry	1	5
Investor Relations	6	20
GWRC/GOVA	3	7
Defense Relations	4	10
Local Assistance	9	30



FY19: 2 new announcements | 2 new investors

PROJECT SCALE

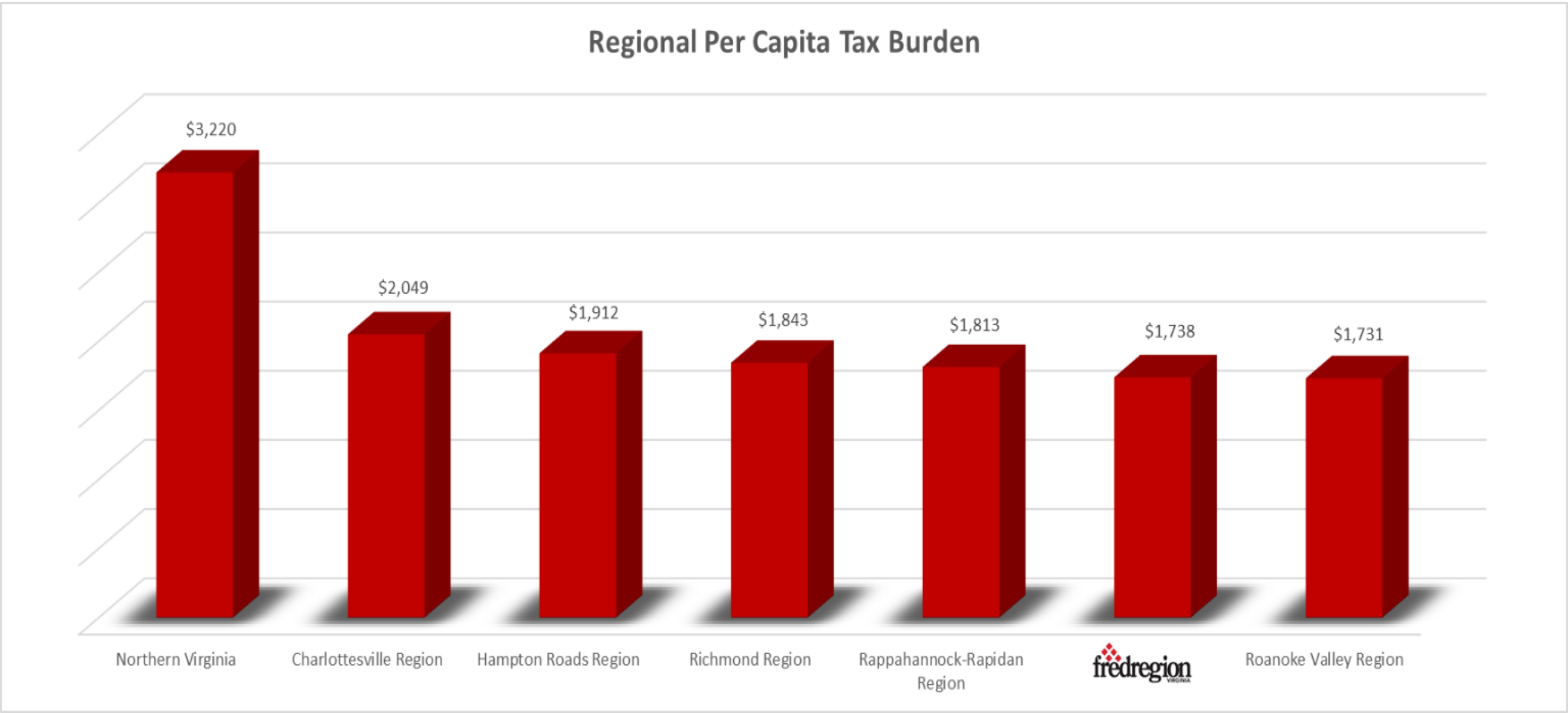
	Capital Investment	Employees	Building Size	Acreage
Projects Average	$40,000,000	90	75k-150k sqft	50
Projects Range	$1,000,000-1,200,000,000	30-200	40k-1M sqft	4-200

Data Center Project Logistics

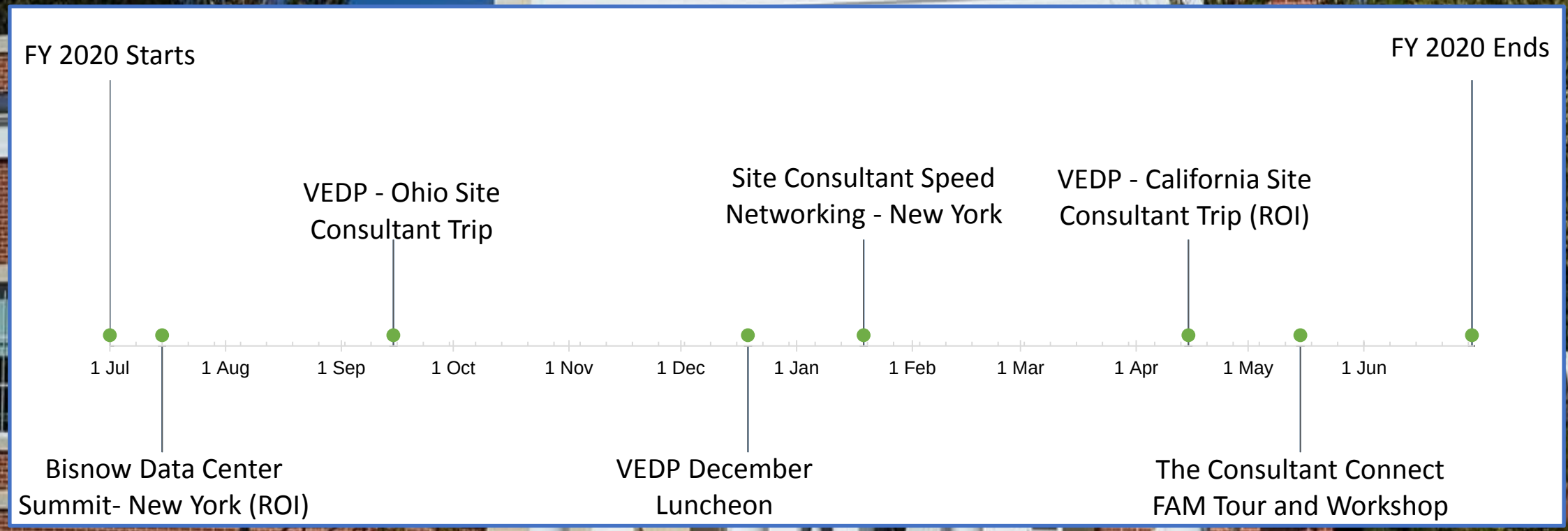
- 30-50MW of power
- heavy water demand
- close access to fiber

can not go everywhere

REGIONAL TAX CHART



FY2020 MARKETING CALENDAR



REPORTING UPDATES

2019 Commuter Skills Report

Utilizing census data from 2017, the updated Commuter Skills Study by Dr. Lance Gentry with the Center for Business Research at the University of Mary Washington builds upon the previous study completed in 2016 using 2013 data.

https://fredregion.com/https-fredregion-com-commuter-skills/

Updating of Cluster Analysis

Recently approved funding by FRA Board, coming 2020.

STATE REGIONALISM

Northern Virginia counties and cities form alliance to lure companies and jobs

“Prompted partly by the success in luring Amazon, 10 Northern Virginia jurisdictions have formed an alliance to market themselves as a region to attract other companies”

1 **Southwest Virginia's e-Region**
Jonathan Belcher, Executive Director
276.889.0381 jonathan@vaceda.org

2 **Virginia's Industrial Advancement Alliance**
Joshua Lewis, Executive Director
276.783.5103 jlewis@viaalliance.org

3 **Onward New River Valley**
Charlie Jewell, Executive Director
540.267.0007 charlie@onwardnrv.org

4 **Roanoke Regional Partnership**
Beth Doughty, Executive Director
540.343.1550 beth@roanoke.org

5 **Shenandoah Valley Partnership**
Jay Langston, Executive Director
540.568.3259 jlangston@theshenandoahvalley.com

6 **Lynchburg Regional Business Alliance**
Megan Lucas, CEO & Chief Economic Development Officer
434.845.5968 meganlucas@lynchburgregion.org

7 **Southern Virginia Regional Alliance**
Linda Green, Director of Economic Development
434.766.6707 lindagreen.svra@ialr.org

8 **Virginia's Growth Alliance**
Jeffrey Reed, Executive Director
434.265.2382 jeff@vagrowth.com

9 **Central Virginia Partnership**
Helen Cauthen, President
434.979.5610 hcauthen@centralvirginia.org

10 **Fredericksburg Regional Alliance (Fredregion)**
Curry Roberts, President
540.361.7373 croberts@fredregion.com

11 **Northern Neck Chesapeake Bay Region Partnership**
Jerry W. Davis, AICP, Executive Director
804.333.1900 jdavis@nnpdc17.state.va.us

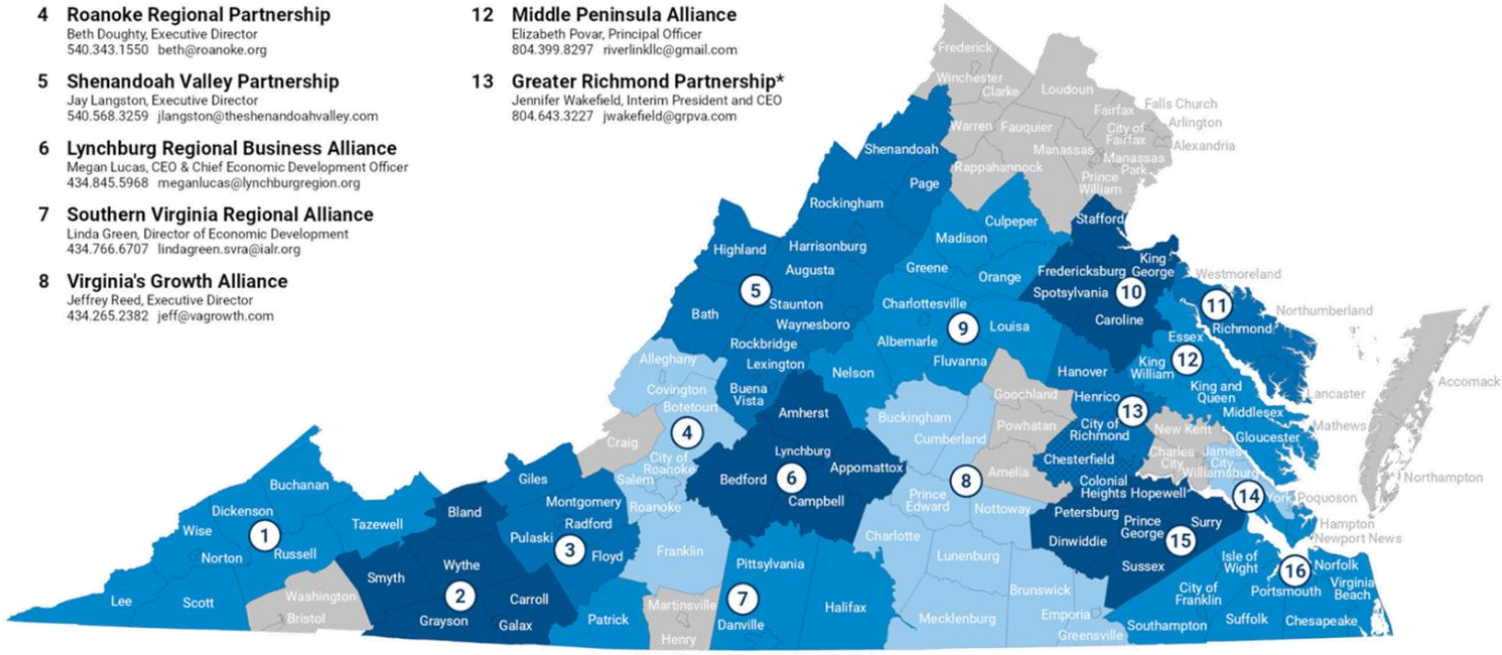
12 **Middle Peninsula Alliance**
Elizabeth Povar, Principal Officer
804.399.8297 riverlinkllc@gmail.com

13 **Greater Richmond Partnership***
Jennifer Wakefield, Interim President and CEO
804.643.3227 jwakefield@grpva.com

14 **Greater Williamsburg Partnership**
David Denny, Executive Director
844.497.2020 ddenny@gwpva.com

15 **Virginia's Gateway Region***
Keith Boswell, President & CEO
804.732.8971 kboswell@gatewayregion.com

16 **Hampton Roads Economic Development Alliance**
Steve Herbert, Interim President & CEO
757.627.2315 rsherbert@hreda.com



* Chesterfield County is in the Greater Richmond Partnership and Virginia's Gateway Region

TECH TRANSFER: VISION OF SUCCESS

NAVSEA WARFARE CENTERS DAHLGREN

Dahlgren Decon founded & patented at NSWC Dahlgren

FIRST LINE TECHNOLOGY

Creator makes connection with First Line Technology

DAHLGREN DECON

First Line Technology enters CRADA for Dahlgren Decon

First Line Technology manufactures Dahlgren Decon in Chantilly

STAFFORD COUNTY VIRGINIA PROGRESS SINCE 1664

First Line Technology expands operations to Stafford County

TECH TRANSFER: VISION OF SUCCESS

NAVSEA WARFARE CENTERS DAHLGREN

Patents

- King George County
- University of Mary Washington
- Old Dominion University
- Virginia Center for Innovative Technology
- Mach 37 Accelerator
- Virginia Economic Development Partnership

Commercialization

Locate production in the Fredericksburg Region

PIPELINE TO PROMISE INITIATIVE

The Pipeline to Promise initiative is a pilot program that focuses on three sectors of the economy where there is great demand for talent in the Fredericksburg Region. Industry partners are needed to assist in developing a curriculum that begins in high school, goes through a bachelor's degree and is infused with experiential learning opportunities with industry partners. These experiential learning opportunities will ensure job readiness and allow industries to collaboratively develop talent with its educational partners.

HIGH SCHOOL → ASSOCIATE DEGREE → BACHELOR'S DEGREE → INDUSTRY

University of Mary Washington
where great minds get to work

Germanna Community College

EVENTS

HOLIDAY OPEN HOUSE

DECEMBER 11, 5:30-6:30PM

FRA CONFERENCE ROOM

COFFEE TALK WITH STEPHEN FARNSWORTH

JANUARY 29, 8:00-9:30AM

FRA CONFERENCE ROOM

REGIONAL INDUSTRIAL FACILITY AUTHORITIES

Spring 2019

VEDP Virginia Economic Development Partnership
VEDP.org

RIFA BASICS

- Created in the Virginia Regional Industrial Facilities Act
  - Chapter 64, Title 15.2 Code of Virginia
- Created by 2 or more localities, at least 2 of which need to be counties or cities
- Created by concurrent ordinances, to be filed with the Secretary of the Commonwealth
- SOC will issue a “certificate”
- Name needs to include words “industrial facility authority”
- A separate political subdivision
- Generally, two members from each member locality, serving 4-year terms, which may be staggered
  - May appoint alternates with voting powers
- Quorum = at least one representative from a majority of the member localities
- July 1 to June 30 fiscal year; annual audit likely required

PRELIMINARY DOCUMENTATION

- Ordinance creating the RIFA:
  - Name of RIFA
  - Name of member localities
  - Finding that joint action will facilitate development
  - Authorize an agreement of the member localities
- Agreement:
  - Establish rights and obligations
  - Describe, if desired, agreement to share costs – can be a general statement now, with details to follow later
  - Describe, if desired, agreement to share revenues – can be a general statement now, with details to follow later
  - Cost-sharing / revenue-sharing arrangements need not be the same across all facilities managed by the RIFA
  - Describe, if known, extent to which member localities agree to lend or donate money or property to the RIFA
- As particular projects are developed and financed, there will be other documentation unique to the transaction

EXAMPLES OF EXISTING RIFAs

- Danville-Pittsylvania Regional Industrial Facility Authority
  - Created in 2001
  - City of Danville and County of Pittsylvania
  - Cane Creek Industrial Park
  - Cyber Park
  - Berry Hill mega-site
- Smyth-Washington Industrial Facility Authority (“SWIFA”) Virginia
  - Created in 2000
  - Smyth and Washington Counties
  - Glade Highlands Business Park
- Western Virginia Regional Industrial Facility Authority
  - Created in 2013
  - Botetourt, Franklin, and Roanoke Counties, Cities of Salem and Roanoke, Town of Vinton
  - Parcels held for business development

NEXT STEPS

- **Which localities wish to join?**
- **See Slides ##2 and 3 for the types of information that will be important for creating the RIFA**
- **Details for a particular cost sharing / revenue sharing arrangement need not be decided now, but there should be a consensus that such an arrangement would be appropriate and can be crafted by well-meaning folks**
- **Keep in mind that different projects / parcels could have different cost sharing / revenue sharing arrangements**
- **Discuss up-front cost-sharing, perhaps, for preliminary engineering costs that may form the basis for whether to actually create the RIFA**
- **It's good to keep the local EDAs (and others) informed, but decisions will ultimately be left with the governing bodies**
- **If money may be borrowed to finance acquisition or development, consult with financial advisors for best practices**

Thank You Investors

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Initial Presentation of FY 2021 - FY 2025 CIP Concepts
Type:	No Action (Information Only)
Agenda Title:	Initial Presentation of FY 2021 - FY 2025 CIP Concepts
Recommendation:	It is recommended that the Board provide comments, questions and concerns related to the CIP concepts that will be presented. The Board's feedback will guide staff as they work to fine-tune the projects to be included in the FY 2021 - FY 2025 CIP to be recommended by the County Administrator in February.
Summary:	Based on CIP requests received from project managers, CIP Working Group discussions, and comments received from members of the Board during recent CIP meetings, staff will make a presentation of the initial FY 2021 - FY 2025 CIP concepts. This presentation provides an opportunity for the Board to gain additional information, ask questions about, and provide guidance for the projects being considered for inclusion in the County Administrator's Recommended FY 2021 - FY 2025 CIP. This session with the Board is part of a schedule of multiple opportunities through which the Board and staff will exchange information/questions/concerns about the CIP. Again in December, Board members will have an opportunity to work two at a time with staff on budget and CIP matters ahead of the County Administrator's recommendation in February.

When?	What?
December 10	CIP Work Session – Initial presentation of CIP concept to Board for

	comment
Week of December 16	Meetings with 2 Board members at a time re: Budget and CIP
Mid – December	Final decisions made by County Administrator as to the Recommended CIP
February 11	CIP transmitted to the Board as part of the FY 2021 Recommended Budget

Financial Impact:

The financial impact will be determined as the CIP is worked through as part of the Recommended Budget/CIP process.

Staff Contacts:

Ed Petrovitch, County Administrator
Ben Loveday, Director of Utilities and Public Works
Bonnie Jewell, Chief Financial Officer

ATTACHMENTS:

File Name	Description	Type
CIP_Concepts_-_12-10-19.pdf	CIP Concepts Presentation	Presentation
Project_Descriptions_-_12-10-19.pdf	Project Descriptions	Backup Material
Schools__DRAFT_CIP_2021-2025.pdf	Schools' DRAFT FY 2021 - FY 2025 CIP	Backup Material

FY 2021 – FY 2025 CIP Development Concepts

DECEMBER 10, 2019

1

General Government - 1

Project	5-yr $	Cont'd	New?
Facility Asset Mgmt. Program	$2.7M	On-going	
Judicial Cntr. Reno/Expansion	$1.6M	Yes	
Major Maintenance – Marshall	$3.6M		
Merchants Square Generator	$397,000		Yes
Replacement Vehicles	$7.6M	On-going	
New General Gov't Building	$18.7M	Yes	
Maintenance of County-Owned Stormwater Mgmt Facilities	$150,000	On-going	

2

General Government - 2

Project	5-yr $	Cont'd	New?
Safety/Security Improvements to County Buildings	$1.3M		Yes
Pavement – PSB Equip. Garage	$53,500		Yes
Addition to Public Safety Bldg.	$8.8M		Yes
Buildout of Storefront for Massaponax Area Library	$1.2M		

3

Information Technology - 1

Project	5-yr $	Cont'd	New?
Chancellor Tower Replacement	$1.0M		
Radio Replacement Program	$3.1M	On-going	
In-Car Camera Rplcmnt. Prog.	$763,333	On-going	
Body Camera Replcmnt. Prog.	$180,000	On-going	
Replcmnt. Computers/Servers	$4.8M	On-going	
Personal Prop. Sys. Replcmnt.	$600,000	Yes	
Time Mgmt System Replcmnt.	$200,000		
Security Camera Replacement Program	$1.3M	On-going	

4

Information Technology - 2

Project	5-yr $	Cont'd	New?
Enhancement of Info Security & Assurance	$250,000		Yes
Audio Visual System Upgrades	$500,000		Yes
Software Upgrades – Security Cameras & Entry Systems	$700,000		Yes
FOIA Software Implementation	$100,000		Yes
Redundant ISP Initiative	$150,000		Yes
Boardband Expansion Initiative	$250,000		Yes
Comm. Dev. System Replcmnt.	$1.0M		Yes
ARC GIS Platform Implemnt.	$750,000	Yes	

5

Solid Waste

Project	5-yr $	Cont'd	New?
Active Gas Collect. – Add'l Cells	$252,200		
Convenience Center Paving	$250,000	On-going	
Landfill Develpmnt. (Mandate)	$11.3M	Yes	
Disposal Equip. Replacement	$3.7M	On-going	
Collection Equip. Replacement	$2.8M	On-going	

6

Parks & Recreation

Project	5-yr $	Cont'd	New?
Loriella Park Lighting Replc.	$971,000		
Lee Hill Park Lighting Replc.	$359,000		
Aquatics Center	$9.1M		
Field Complex	$10.0M		
Partlow Community Center	-		
Public Water Supply – Lick Run	$370,000	Yes	
Loriella Tennis Court Renov.	$570,000		Yes
Add Pickleball Courts – Patriot	$544,500		Yes
VCR Trail – Paving & Drainage	$490,000		Yes

7

Fire & Rescue

Project	5-yr $	Cont'd	New?
Fire Training & Logistics Center	$4.3M	Yes	
Replacement Co. 3 (Partlow)	$5.0M	Yes	
New Co. 12 (Massaponax area)	$5.0M	Yes	
Co. 6 Bunkroom Add/Renovate	$1.1M	Yes	
New Co. 14 (Shady Grove area)	$5.0M		Yes
Replacement Fire Equipment	$10.8M	On-going	
Replacement EMS Equipment	$3.4M	On-going	
Replacement Vehicles	$877,639	On-going	Yes
CPR Delivery Devices	$150,000	On-going	

8

Transportation - 1

Project	5-yr $	Cont'd	New?
Assoc. w/ Rev. Sharing -			
Exit 118 Improvements	$6.2M	Yes	
Rt. 3 Bump Outs	$1.6M	Yes	
Rndabout – Old Plank/Andora	$1.5M		
Widening of Harrison – Old Plank to Gordon	$3.6M	Yes	
Germanna Point/Spotsylvania Avenue Connector	$23.1M		Yes

9

Transportation - 2

Project	5-yr $	Cont'd	New?
Assoc. w/SmartScale -			
Design/ROW for Widening of Rt. 2/17 – City Line to idX	$10.5M		Yes
Design/Partial ROW for Intersection Improvements – Rt. 1/Rt. 208/Lafayette Blvd.	$4.1M		Yes
Bring Hospital Blvd/Spotsylvania Pkwy to State Standards	$621,000		

Schools

Project	5-yr $	Cont'd	New?
Spotsylvania Middle School Renovation & Expansion	$55.0M		
Thornburg Middle School Classroom Addition	$10.0M		
Purchase Land for School Site	$2.0M		
Capital Maintenance	$63.2M	On-going	
Bus Adds/Replacements	$19.9M	On-going	
Tech. Replacements/Upgrades	$20.7M	On-going	

- These projects are from the Schools' draft CIP as provided to the School Board on November 18, 2019.

11

FY 2021 – FY 2025 CIP Development

Date	Budget Timeline Item
December 10, 2019	Initial presentation of CIP concepts to Board for comments/work session
Week of December 16, 2019	Meetings with Board members 2 at a time re: Budget & CIP concepts
February 11, 2020	County Administrator's FY 2021 Recommended Budget presented to Board
March 31, 2020	Public hearing @ Courtland High School
April 7, 2020	Budget/CIP work session
April 9, 2020	Budget/CIP adoption

12

CIP Project Overviews

(aligns with projects in 12/10/19 presentation)

General Government Facilities

Facility Asset Management Program – This is an on-going, annual project through which major maintenance and minor construction projects are completed to maintain the physical condition of County-owned facilities.

Judicial Center Renovation & Expansion – This continuing project consists of a 33,000 square foot expansion of the Judicial Center. Expansion will include shell space, one additional General District courtroom and one additional Juvenile & Domestic Relations courtroom. Existing space within the Judicial Center will receive varying degrees of renovation including HVAC replacement, a new security check point, and refurbished General District Court Clerk space in the area that previously served as the Circuit Court building prior to construction of today's Circuit Court building.

Major Maintenance (HVAC & Electric) at Marshall Center – This project will replace the HVAC system, electrical system and plumbing in the Marshall Center. The center portion of this building was constructed in 1939 and has had no major renovation. This major maintenance work will require ceilings and wall finishes to be removed in some spaces. Auditorium improvements to include installation of theatrical lighting, sound system, control room for lights and sound, and a fireproof curtain are also planned and will allow for musical performances and recitals, meetings, and public presentations to be held in the large space.

Add Generator to Merchants Square Building – This project will add a generator to the Merchants Square Building as there is currently no back-up power to support operations during power outages.

Replacement Vehicles – This project funds the replacement cycle for existing County vehicles.

New General Government Building – This project is contemplated as design and construction of a new County office building to house the Department of Social Services (DSS) and the Health Department. DSS is at maximum capacity in the Merchants Square Building. This project will provide an opportunity to collocate DSS and the Health Department, providing ideal adjacency of services to citizens receiving services from both offices. Additionally, it will provide DSS more convenient access to the Sheriff's Office and Courts. The Health Department's vacation of the Holbert Building will, in turn, free space into which other County offices can expand, particularly those having daily interaction with County Administration, the Treasurer's Office, and the Commission of the Revenue.

Stormwater Management Maintenance – This project will provide for inspection and maintenance of stormwater management facilities on County property. Efforts will improve the effectiveness and longevity of the required stormwater management assets.

Safety & Security Improvements to County Facilities – Through this project, the County will assess and improve safety and security measures at various facilities with emphasis on access control, monitoring, visitor management, and customer service.

Pavement Access to New Equipment Garage at the Public Safety Building – This project will add paved access to the new equipment garage at the rear of the Public Safety Building.

CIP Project Overviews

(aligns with projects in 12/10/19 presentation)

Addition to Public Safety Building – This project will add approximately 12,000 sq. ft. of space to the Public Safety Building. Since the building was completed in 2011, public safety staffing and programs have expanded to the point of needing additional space, particularly for the Sheriff's Office.

Build-out of Storefront for Library/Community Center in the Massaponax Area – This project will build out a storefront in the Massaponax providing a new regional library branch and community center to serve the Lee Hill, Battlefield and Berkley district populations and to plan ahead for anticipated population growth in the area. The new branch would offer print and digital collections; access to technology; community meeting rooms; study spaces; and collaborative workspaces. The library would also include a teen tech and innovation lab; an early childhood literacy activity center; and a school-aged learning and discovery place.

Information Technology

Chancellor Tower Replacement - This project's objective is to replace the Chancellor tower, greatly improving safety and mitigating risks due to the structural integrity of the current tower. This tower is a prime co-location for County public safety, other agencies' public safety, and cell service providers. Average yearly revenue from the location of other entities' equipment is approximately $212K.

Radio Replacement Program – This project funds the on-going replacement of obsolete or broken mobile and in-car radios. As the replacement program is implemented, annual funding needs will be refined. This annual replacement program for mobile radios and in-car radios will cover all public safety, schools, transportation, and Utilities radios. There approximately 1,300 radios in service and they have an approximate five year life span. The plan is to replace 20% of the radios each year on an on-going basis.

In-Car Camera Replacement Program - This project funds the on-going replacement of obsolete or broken in-car cameras for all public safety vehicles having in-car cameras. The cameras have an approximate five year life span. The plan is to replace 20% of the in-car cameras each year on an on-going basis.

Body Camera Replacement Program – This project funds the on-going replacement of Sheriff's Office body cameras. The cameras have an approximate four year life span.

Replacement Computers/Servers - This on-going project funds the replacement of obsolete or broken computers, laptops, Tough Books, work stations, switches, routers, servers, hard drives, uninterruptible power supplies (UPS) , printers, scanners, monitors, and other peripherals. Most items have a five year life cycle.

Personal Property System Replacement - The purpose of this project is to upgrade the existing personal property system to a streamlined and automated personal property tracking and tax collection system. The existing legacy system, developed in-house in the mid-1990s, has reached the end of its expected life cycle, and requires replacement.

Time Management System Replacement - The existing time management (timesheet) system (NOVATIME) that was purchased in 2014 is reaching the end of its product support life by January 2020 and needs to be replaced.

CIP Project Overviews

(aligns with projects in 12/10/19 presentation)

Security Camera Replacement Program - This project funds the on-going replacement of obsolete or broken security cameras to include public safety, courts and various other departments. Security cameras have an approximate five year life span. The plan is to replace 20% of the security cameras each year.

Enhancement of Information Security & Assurance – This project supports and enhances the information security – including cybersecurity – and assurance posture of the County through the purchase of multiple servers, appliances, and related software applications.

Audio Visual System Upgrades – This project will upgrade audio visual system for the Board room and courts as the current systems are expected to reach the end of support and their useful life during the five-year CIP period.

Software Upgrades for Security Camera & Entry Systems – This project will upgrade the existing Lenel system security support platform. As the County moves forward with additional physical security measures and new construction or renovation of existing facilities, a higher demand is being placed on the current Lenel system which supports keyless entry and security camera. It is anticipated that a license upgrade will need to occur to support the increased number of devices anticipated on the system.

FOIA Software Implementation – This project will fund the purchase of a software application to consolidate and simplify the Freedom of Information Act (FOIA) request process as the County continues to remain compliant with all FOIA requests and related regulations.

Redundant Internet Service Provider Initiative – This project will provide for a redundant internet service provider to ensure the constant availability of County system such as the public safety systems, telephones, email, and other core applications. Additionally, this redundancy will support a disaster recovery/business continuity strategy.

Broadband Expansion Initiative – This project will hold match funding for grants or other public/private partnerships through which increased broadband coverage will be made available.

Community Development System Replacement – The current software does not meet the performance requirements for the Community Development departments to effectively operate and run the permitting and other related business aspects of their operations. A new system may be necessary if the existing system software concerns are unresolved.

ARC GIS Platform Implementation – ArcGIS Enterprise is a full-featured mapping and analytics platform. A new Enterprise GIS model is recommended to support the County's expected growth as business system location-enablement is expanded; additional web services are required to support initiatives; and new technologies are incorporated. GIS is an ever-evolving discipline, so will be an iterative, ever-evolving project.

CIP Project Overviews

(aligns with projects in 12/10/19 presentation)

Solid Waste

Active Gas Collection in Additional Cells – This project will expand the active gas collection system into portions of additional landfill cells that have reached final grade.

Convenience Center Paving – This on-going project maintains facilities to allow for a consistent level of service for refuse collection and disposal through paving repairs across convenience sites.

Livingston Landfill Development – This project implements the long-term landfill development plan based on an intake of approximately 10,000 tons per month.

Refuse Disposal Equipment Replacement – Heavy equipment replacement and rebuilds to maintain an appropriate-sized heavy equipment fleet to ensure effective landfill disposal based on the tonnage being accepted at the facility.

Refuse Collection Equipment Replacement – Collections equipment replacement to maintain a fleet to serve all solid waste collection facilities in the County.

Parks & Recreation

Loriella Park Lighting Replacements – Replacement of lighting on certain existing fields and courts. This project will maintain the current number of lit fields within the County by replacing existing lights to keep parks safe and infrastructure in good condition.

Lee Hill Park Lighting Replacement – Replacement of lighting on the existing baseball field #1. This project will maintain the current number of lit fields within the County by replacing existing lights to keep parks safe and infrastructure in good condition.

Aquatics Center – This project assumes construction of an aquatics center within Spotsylvania. The details of this project have not yet been determined. Funding is being included in the CIP as a placeholder at this time.

Field Complex – This project entails construction of a baseball/softball field complex within Spotsylvania to be used by County teams and to attract tournaments from outside the County. The details of this project have not yet been determined. Funding is being included in the CIP as a placeholder at this time and is based on an assumption of 7-8 turf baseball/softball fields, water/sewer, lighting, parking and bathrooms.

Partlow Community Center – This project entails construction of a new community center in the Partlow area of the County. This is a placeholder project with funding anticipated outside the five-year CIP period.

Water Supply/Other Safety Improvements at Lick Run – This project will provide public water supply to the Lick Run property and execute safety improvements on the property to include abandoning existing site wells, removing silos, and placement of a fire hydrant.

CIP Project Overviews

(aligns with projects in 12/10/19 presentation)

Loriella Tennis Court Renovation – This project will repair and resurface the existing tennis courts at Loriella Park.

Add Pickleball Courts at Patriot Park – This project will add eight lighted pickleball courts with fencing at Patriot Park. Also included will be lighted parking for approximately 50 vehicles. This will enable the County to meet the large and growing demand for pickleball.

Paving & Drainage Improvements to the VCR Trail – The existing VCR trail sections from Salem Church Road to Harrison Road and from Harrison Road to Gordon Road need to be repaved, trees and root encroachment needs removal, and improvements are necessary for ditch drainage. The trail was built in the early 1990s and is in need of repair at this time.

Fire & Rescue

Fire Training & Logistics Center - This project is the construction of a Fire Training Center. This project will include the construction of an approximately 7,500 square foot training facility to include two classrooms for 30 people each, a kitchen, bunkroom, showers, locker rooms, restrooms, SCBA compressor, ice machine, security system, fiber connection. It has been recommended that a 3 bay, 7,000 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. The resulting facility will provide critical fire training facilities for firefighters and a reliable source for required pumper testing.

Replacement Co. 3 (Partlow) – Through this project, the County will construct a new fire/rescue station in the area of Partlow Road/Wallers Road to replace the aging Co. 3 building. The current Co. 3 station is owned by a volunteer organization, but is operated and staffed by Spotsylvania County FREM. The building has reached the end of its life cycle and replacement is recommended. The existing facility was constructed in the 1980s as a metal building to house equipment, but not as a living space for responders. The project would result in improved living conditions for employees and a more presentable space for the public when they visit the station with various needs. 15,000 square feet is assumed for planning purposes.

New Co. 12 (Massaponax area) - Construction of 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 Station 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.

Co. 6 Bunkroom Addition/Renovation - Co. 6 has insufficient living areas to support the current staffing needs of the station. This includes insufficient bunkroom space, bathrooms/showers (only 1 shower), and locker rooms. This project will allow for light renovation of the existing living area and for the addition of a bunkroom, locker room, and showers to accommodate 12 people. Due to size of property, the project will most likely involve a two story addition/remodel.

CIP Project Overviews

(aligns with projects in 12/10/19 presentation)

New Co. 14 (Shady Grove area) - Construction of a new fire station in the Shady Grove area. With the response time goals of arriving on scene within 8 minutes 90% of the time in the County's Comprehensive Plan, the stations that currently serve the area proposed to be covered by Station 14 require a prolonged travel time because of a limited road network and significant distances to traverse. The addition of Station 14 would provide a more rapid response of resources to incidents, more in line with the response time goals set by the Board of Supervisors. 15,000 square feet is estimated for planning purposes.

Replacement Fire/EMS Equipment - Replacement of various fire and EMS apparatus at various stations due to the expected life cycle of the equipment and mileage on existing apparatus.

Replacement Vehicles – This project holds the funding for routine replacement of staff vehicles such as SUVs and small trucks.

CPR Delivery Devices – This project will purchase and/or replace CPI delivery devices for each transport unit in the County. The devices are designed to give better and continuous chest compressions to cardiac arrest patients. The expected life cycle for each unit is 10 years.

Transportation

Improvements at Exit 118 – 606 East, Bridge, 606 West & Connector Road – This project aims to improve the movement of traffic at the Exit 118 interchange and the roads in that area. Improvements to the roadways and bridge at Exit 118 include a roundabout, new bridge, and improvements to Rt. 606 on either side of the bridge as well as a parallel access road to tie into Dan Bell Lane. The County has applied for and received award of matching project funds through the State's Revenue Sharing Program for this project which is VDOT-managed.

Rt. 3 Operational Improvements – "Bump Outs" – This project will remove the westbound turn lanes (also known as "bump outs") along Rt. 3 from Bragg Road through the Salem Church Road intersection. The project requires replacing signal poles and equipment, as well as some paving and grading work. The County has applied for and received award of matching project funds through the State's Revenue Sharing Program for this project which is VDOT-managed.

Roundabout – Old Plank & Andora – This project includes design, right-of-way, and construction of a roundabout at the current three-way stop at Old Plank Road and Andora Drive. The intent is for the County to apply for matching project funds through the State's Revenue Sharing Program for this project.

Widening of Harrison – Old Plank to Gordon – Currently there is a bottleneck of traffic where lanes shift from four lanes down to two, particularly headed towards Rt. 3. The left turn land off Harrison onto Old Plank is sufficient for only three vehicles to queue, causing through traffic to back up and stop between Gordon and Old Plank. The County has applied for and received award of matching project funds through the State's Revenue Sharing Program for this project which is VDOT-managed.

CIP Project Overviews

(aligns with projects in 12/10/19 presentation)

Design & Partial ROW for Intersection Improvements at Rt. 1/Rt. 208/Lafayette Boulevard – This project would provide improvements at the intersection of Rt. 1, Rt. 208 and Lafayette Boulevard to improve traffic flows for this congested corridor. The intent is for the County to apply for additional funding through the State's SmartScale Program for the balance of the estimated $10.3 million project costs.

Design & ROW for Widening of Rt. 2/17 Between the City Line and idX – This project will widen Rt. 2 from the City line to idX and add bicycle and pedestrian friendly improvements. The intent is for the County to apply for additional funding through the State's SmartScale Program for the balance of the estimated $19.5 million project costs.

Bring Hospital Boulevard/Spotsylvania Parkway in Area of Hospital to State Standards – This project entails construction of necessary roadway improvements to bring Spotsylvania Parkway from the I-95 bridge to Hospital Boulevard and including Hospital Boulevard to Mills Drive/Rt. 17 intersection to State standards in order for VDOT to accept the roadway into the State system for maintenance.

Germanna Point/Spotsylvania Avenue Connector Road – This project will provide a two-lane connection of Germanna Point and Spotsylvania Avenue and will include bike and pedestrian improvements, as well. This project will support improving the traffic flow along Rt. 1, as well as on Rt. 17. The County has applied for $10.0 million in matching project funds through the State's Revenue Sharing Program for this project.

Schools

Renovate & Expand Spotsylvania Middle School – Renovation of Spotsylvania Middle School will provide additional capacity for future growth in student enrollment.

Thornburg Middle School Classroom Addition – A classroom addition is planned in the out-years of the CIP to provide additional capacity for future growth in student enrollment.

Purchase of Land for Future School Site – Placeholder funding is included for the purchase of land for a future school site.

Capital Maintenance - This project addresses capital maintenance for existing school facilities and includes repair and/or replacement of items such as HVAC systems, roof systems, fire alarm systems, humidity control, resurfacing of parking lots, refurbishing bleachers, flooring/carpeting, painting, replacement of window/door hardware, field unit vehicle replacements, etc.

Transportation - Purchase of replacement and new school buses. Buses are replaced after 15 years for regular transportation needs and 10 years or older for special needs buses. Maintenance and repairs are very expensive for the specially-equipped buses after this time period. Due to changes in technology, it is not uncommon for a shortage or the non-existence of parts to occur after a few years for the special equipment in/on these buses. New emissions standards require replacement of older buses, as well.

Technology Replacements/Upgrades - Funding for this project includes but is not limited to the upgrading and/or replacing of computers, switches, cables, servers, blade servers, laptops, controllers,

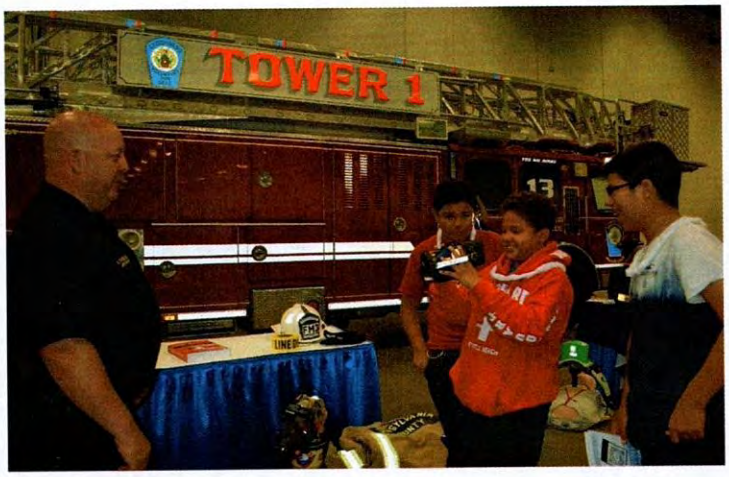
wireless systems and disk expansion throughout the school division. An updated technology infrastructure allows staff and parents to access more resources and communicate more effectively utilizing the latest applications.

SPOTSYLVANIA COUNTY PUBLIC SCHOOLS

CAPITAL IMPROVEMENT PLAN

FISCAL YEARS 2021 - 2025

DRAFT - November 18, 2019



Education is the foundation upon which we build our future

SPOTSYLVANIA COUNTY PUBLIC SCHOOLS

CAPITAL IMPROVEMENT PLAN
2021-2025
Draft
November 18 , 2019

CAPITAL IMPROVEMENT PLAN
SPOTSYLVANIA COUNTY PUBLIC SCHOOLS
Draft
2021 – 2025

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CIP INTRODUCTION

Capital Improvement Plan Background:

The Capital Improvement Plan (CIP) is a capital budget and planning document prepared annually for Spotsylvania County Public Schools. The CIP is developed as a budgeting document covering a five-year period (upcoming fiscal year + four years), which moves out one year each year. As the CIP is reviewed and updated on an annual basis, long range plans are adjusted to reflect changes in county demographics, circumstances, priorities, and educational mandates.

The CIP provides a forecast by which capital maintenance, capital technology, and capital transportation projects required to support Spotsylvania County Public Schools are planned, financed, and constructed. As a planning tool, the CIP addresses needs for the improvement of the division's technology infrastructure, replacement of major equipment and vehicles, construction of new facilities as needed (including necessary land acquisition), as well as renovations and/or additions to existing school facilities. The capital projects included in the CIP are based on educational program requirements, School Board approved educational policy standards, and the adequacy of existing facilities and equipment to accommodate present and proposed educational programs. Student enrollment and county population trends influence project recommendations.

Each year, a CIP is prepared by the Superintendent's staff, then reviewed and adopted by the Spotsylvania County Public School Board. Following the School Board's adoption of the CIP for the Spotsylvania County Public Schools, it is forwarded to the County Administrator for inclusion in the County's Capital Improvement Plan. The Spotsylvania County Board of Supervisors finalizes funding appropriation in the spring of each calendar year.

Student Enrollment:

October 1, 2019:

October 1, 2019 figures indicate a total pre-Kindergarten through twelfth grade student enrollment of 23,935 students. This is an increase of 261 students over the number of students enrolled on the same date the preceding school year. In fact, the total number of students enrolled for the 2019-2020 school year on October 1st is the highest student enrollment figure since the 2009-2010 school year (24,213).

Enrollment Projections from Third Party Vendor:

The school division has contracted with a third party vendor, Cropper GIS Consulting, to provide 10 year enrollment projections by school and to update student demographic information. The projections will be incorporated into CIP 2021-2025 once received.

Staff will review current projects in CIP 2021-2025 after the enrollment projections are completed by Cropper, revise as necessary, then refine project lists for an upcoming school bond referendum designed to accommodate future division and community needs. A vendor representative will present its findings to the School Board at the December 9, 2019 meeting.

High School Redistricting Effort:

2019-2020 Results:

During the second semester of the 2018-2019 school year, staff undertook a high school redistricting effort at the direction of the School Board. The impetus of this effort was to reduce the capacity of Massaponax High School, which had been over its designed capacity for several years, and to accommodate anticipated future growth from new residential developments in certain areas of the County. The renovation of 40 year old Courtland High School also included an expansion of its designed capacity of 300 students, which would facilitate additional students from other high schools' attendance zones.

Using Moseley Architect's "Planning the Plan Phase II" study as a guide from whence to begin, a stakeholder group of parents, school officials, and community members recommended boundary changes for four of the five high school attendance zones. (Riverbend High School was not identified in the Moseley study and therefore not included in the redistricting effort) The School Board approved these changes in spring 2019 for full implementation at the outset of the 2019-2020 school year.

The results of this high school redistricting effort can be seen below:

High School/Capacity	October 1, 2018	October 1, 2019	Difference
Chancellor (1427)	1288	1317	29
Courtland (1565)	1176	1413	237
Massaponax (1830)	2017	1745	-272
Riverbend (1995)	1919	1918	-1
Spotsylvania (1611)	1143	1204	61

As evidenced by current enrollment, the high school redistricting plan appears to have accomplished its short term objectives. However, based on the approval by the Board of Supervisors of several large scale residential developments in the Massaponax High School attendance zone, staff believes additional student growth will continue to be an ongoing concern that will require diligent monitoring.

Future Division-wide Redistricting/School Boundary Study:

In order to more accurately forecast the impact of current and planned residential development on schools at all levels (elementary, middle, and high), the division will engage in a comprehensive redistricting/school boundary study during the 2020-2021 school year, using the services of a third party vendor. Findings will help plan projects in future Capital Improvement Plans to meet student needs.

Installation of Modular Classrooms to Accommodate Anticipated Growth:

The school division purchased 20 modular classroom units that were used during the renovation of Courtland High School. Once the school was substantially completed and students were able to occupy

renovated spaces, these modular units were reconfigured and placed at schools whose capacities were expected to grow due to approved residential development in their respective attendance zones:

- **Robert E. Lee Elementary School:**
  A four classroom unit is being installed with expected completion by the end of November. While October 1, 2019 enrollment numbers are very similar to those of the preceding school year's, residential development in the school's attendance zone will yield additional students in the short term and intermediate time frame, necessitating the use of more classroom space.

- **Parkside Elementary School:**
  A six classroom unit was installed prior to the start of the school year. While October 1, 2019 enrollment numbers are actually slightly less than the preceding school year's, the residential development that is ongoing in the school's attendance zone is certain to generate additional students in the near future, necessitating additional instructional space.

- **Spotsylvania Middle School:**
  A 10 classroom unit was installed prior to the school year to help alleviate existing and future capacity issues at the school. While the school was already at designed capacity, residential development in the school's attendance zone will generate additional students. Also, modular units will serve as needed classroom space during the school's planned renovation, similar to their function during the Courtland High School renovation.

- **Massaponax High School:**
  A six classroom unit is currently being installed to replace existing modular units that have outlived their useful lives. In addition, the location of the new units improves the safety and security of students/staff on campus. As referenced above, despite lower enrollment numbers due to the redistricting plan, continued residential development in the school's attendance zone will generate student growth as these planned homes are occupied.

Need for Future Bond Referendum:

Current bond authority will run out during the 2021-2022 school year, necessitating a new school bond referendum in November 2020. Staff is working with County administration to bring this effort to fruition.

Collaboration with County Staff:

School division staff continues to work with the County Planning Department staff to review the potential impact of new residential developments that are approved by the Spotsylvania County Board

of Supervisors and to share information regarding future division plans. School staff also works closely with the County Finance Department's staff in the preparation of annual budgets and related activities.

CIP SUMMARY

SPOTSYLVANIA COUNTY SCHOOLS
Capital Improvement Plan 2021-2025

CAPITAL PROJECTS	***2021-2025***	***Total Project Cost*** *(FY 2006-2025)*
Capital Transportation Projects (Buses & Equipment)	**$19,911,724**	**$58,722,045**
Capital Maintenance Projects (Repairs/Replacements/Renovation)	**$130,174,000**	**$261,761,454**
Capital Technology Projects (Upgrades & Replacements)	**$20,650,836**	**$77,597,157**
TOTAL	**$170,736,560**	**$398,080,656**

CIP PROJECT SUMMARY

PROJECT	DESCRIPTION		
Transportation (Buses)	Purchase of school buses for growth and/or replacement. These vehicles include 124 seventy-seven passenger buses, 40 Special Needs buses, 10 engine replacements and bus cameras.		
	Location:	Joint Fleet/Transportation Services Facility	
	Completion:	Annually (2021-2025)	
	Budget (In CIP):	**$19,911,724**	(Allocation during 2021-2025)
	Budget:	**$58,722,045**	(Total allocations during project 2006-2025)
Technology Upgrades	Projects include upgrading and/or replacing of systems, switches, cables, servers, blade servers, laptops, controllers, wireless systems, devices, instructional solutions and enhancing security.		
	Location:	All schools and office sites	
	Completion:	Annually (2021-2025)	
	Budget (In CIP):	**$20,650,836**	(Allocation during 2021-2025)
	Budget:	**$77,597,157**	(Total allocations during project 2006-2025)
Capital Maintenance	Maintenance repair / replacement of HVAC systems, roof systems, fire alarm systems, humidity controls, resurfacing parking lots, tracks, refurbishing bleachers, telephone/intercom systems, flooring, painting, replacing windows, door hardware, field vehicles, renovation of SMS, addition at TMS		
	Location:	All school and office sites	
	Completion:	Annually (2021-2025)	
	Budget (In CIP):	**$130,174,000**	(Allocation during 2021-2025)
	Budget:	**$261,761,454**	(Total allocations during project 2006-2025)
	Future Projections Outside 2021-2025		
Ni River Addition	Four classroom addition and ancillary facilities to provide space for 100 additional students.		
	Location:	Ni River Middle School	
	Completion:	**TBD**	
	Budget (In CIP):	$0	(Expenditures during 2021-2025)
	Building		Estimated 7.5% Annual Escalation
	Construction:	$ 1,220,856	
	Site:	$ 116,272	
	Soft Cost:	$ 26,742	(geotechnical, compaction, asbestos, material testing; permitting)
		$ 1,363,870	Source Funding Allocation: Quinn Evans Architects

CIP PROJECT SUMMARY

Elementary School #18	One to two-story masonary structure with 38 regular classrooms, 5 special education rooms and 5 resource rooms. Encompassing 90,448 square feet. which includes an 8,500 sf. multipurpose room.		
	Location:	9823 Brock Road, Spotsylvania, VA	
	Completion:	**TBD**	
	Budget (In CIP):	$0	(Expenditures during 2021-2025)
	Building		7.5% Annual Escalation
	Construction	$ 22,085,866	
	Site:	$ 3,488,160	(20 Acres)
	Soft Cost:	$ 4,882,262	(geotechnical, compaction, asbestos, material testing; permitting)
		$ 30,456,288	Source Funding Allocation: Quinn Evans Architects
Elementary School #19	One to two-story masonary structure with 38 regular classrooms, 5 special education rooms and 5 resource rooms. Encompassing 90,448 sf. which includes an 8,500 square feet. multipurpose room.		
	Location:	Next to Spotsylvania High School	
	Completion:	**TBD**	
	Budget (In CIP):	$0	(Expenditures during 2021-2025)
	Building		7.5% Annual Escalation
	Construction:	$ 22,085,866	
	Site:	$ 3,488,160	(20 Acres)
	Soft Cost:	$ 4,882,262	(geotechnical, compaction, asbestos, material testing; permitting)
		$ 30,456,288	Source Funding Allocation: Quinn Evans Architects
High School #6	One to two-story masonry structure encompassing 318,800 square feet including an auxiliary gymnasium, auditorium, and ancillary athletic fields and facilities.		
	Location:	To Be Determined	
	Completion:	**TBD**	
	Budget (In CIP):	$0	(Expenditures during 2021-2025)
	Building		7.5% Annual Escalation
	Construction:	$ 83,401,906	
	Site:	$ 9,301,760	(80 Acres)
	Athletic Stadium:	$ 6,976,320	
	Soft Cost:	$ 14,999,088	(geotechnical, compaction, asbestos, material testing; permitting)
		$ 114,679,074	Source Funding Allocation: Quinn Evans Architects
Middle School #8	One to two-story masonry structure encompassing 128,800 square feet including an auxiliary gymnasium and school forum.		
	Location:	To Be Determined	
	Completion:	**TBD**	
	Budget In CIP):	$0	(Expenditures during 2021-2025)
	Building		7.5% Annual Escalation
	Construction:	$ 29,951,667	
	Site:	$ 5,232,240	(45 Acres)
	Soft Cost:	$ 7,036,782	(geotechnical, compaction, asbestos, material testing; permitting)
		$ 42,220,689	Source Funding Allocation: Quinn Evans Architects
Acquisition of Future School Sites	*Purchasing of school sites for Elementary School #20, High School #6, and Middle School #9.*		
	Location:	*To be determined*	
	Completion:	*As growth and enrollment require*	
	Budget (In CIP):	$0	(Expenditures during 2021-2025)
	Budget:	$3,944,289	

SUBTOTAL:	**$227,344,096**
(Expenditures for projects listed 2006-2020)	
SUBTOTAL:	**$170,736,560**
(Expenditures for projects listed 2021-2025)	
GRAND TOTAL:	**$398,080,656**

FUNDING SOURCES

Capital Project Tracking Sheet for (Actual) Fiscal Year 2020

New Funding Sources/ Adjustments

Project Name	Rollover from Previous Year	Bond Proceeds	Proffers	Adjustments	Projected Expenses (in current FY only)	Funding Balance	Obligated Funding	Project Balance
Additions to TMS and NMS								
Elementary School #18								
Elementary School #19								
High School #6								
Middle School #8								
Site Acquisitions								
Transportation (Buses)	0	3,987,676			3,987,676			
Capital Maintenance Projects	0	21,775,500			21,775,500			
Technology Upgrades	0	3,141,520			3,141,520			
Totals	0	28,904,696	0	0	28,904,696	0	0	0

Total School Rollover	0
Total FY20 budget approved	28,904,696
FY20 Budget Reductions	-592,745
Revised FY20 Budget	28,311,951
Adjustment-Earned Interest	0
Adjustment-Bond Issuance Costs	167,614
Grand Total (Rollover & FY20)	**28,479,565**

Unappropriated interest earnings	-
Total School Cap Projs FB	-

Capital Project Tracking Sheet for (Projected) Fiscal Year 2021

New Funding Sources/ Adjustments

Project Name	Rollover from Previous Year	Bond Proceeds	Proffers	Adjustments	Projected Expenses (in current FY only)	Funding Balance	Obligated Funding	Project Balance
Additions to TMS and NMS								
Elementary School #18								
Elementary School #19								
High School #6								
Middle School #8								
Site Acquisitions								
Transportation (Buses)		3,795,992			3,795,992			
Capital Maintenance Projects		12,395,000			12,395,000			
Technology Upgrades		2,309,924			2,309,924			
Totals	0	18,500,916	0	0	18,500,916	0	0	0

Total School Rollover	0
Total FY21 budget approved	18,500,916
Grand Total (rollover & FY21)	18,500,916

Unappropriated interest earnings	
Total School Cap Projs FB	-

Capital Project Tracking Sheet for (Projected) Fiscal Year 2022

New Funding Sources/ Adjustments

Project Name	Rollover from Previous Year	Bond Proceeds	Proffers	Adjustments	Projected Expenses (in current FY only)	Funding Balance	Obligated Funding	Project Balance
Additions to TMS and NMS								
Elementary School #18								
Elementary School #19								
High School #6								
Middle School #8								
Site Acquisitions								
Transportation (Buses)		3,999,568			3,999,568			
Capital Maintenance Projects		29,146,000			29,146,000			
Technology Upgrades		3,659,260			3,659,260			
Totals	0	36,804,828	0	0	36,804,828	0	0	0

Total School Rollover	0
Total FY22 budget approved	36,804,828
Grand Total (rollover & FY22)	36,804,828

Unappropriated interest earnings	
Total School Cap Projs FB	-

Capital Project Tracking Sheet for (Projected) Fiscal Year 2023

New Funding Sources/ Adjustments

Project Name	Rollover from Previous Year	Bond Proceeds	Proffers	Adjustments	Projected Expenses (in current FY only)	Funding Balance	Obligated Funding	Project Balance
Additions to TMS and NMS								
Elementary School #18								
Elementary School #19								
High School #6								
Middle School #8								
Site Acquisitions								
Transportation (Buses)		3,999,552			3,999,552			
Capital Maintenance Projects		30,875,000			30,875,000			
Technology Upgrades		7,558,329			7,558,329			
Totals	0	42,432,881	0	0	42,432,881	0	0	0

Total School Rollover	0
Total FY18 budget approved	42,432,881
Grand Total (rollover & FY18)	42,432,881

Unappropriated interest earnings	
Total School Cap Projs FB	-

Capital Project Tracking Sheet for (Projected) Fiscal Year 2024

New Funding Sources/ Adjustments

Project Name	Rollover from Previous Year	Bond Proceeds	Proffers	Adjustments	Projected Expenses (in current FY only)	Funding Balance	Obligated Funding	Project Balance
Additions to TMS and NMS								
Elementary School #18								
Elementary School #19								
High School #6								
Middle School #8								
Site Acquisitions								
Transportation (Buses)		3,999,964			3,999,964			
Capital Maintenance Projects		38,555,000			38,555,000			
Technology Upgrades		4,673,323			4,673,323			
Totals	0	47,228,287	0	0	47,228,287	0	0	0

Total School Rollover	0
Total FY19 budget approved	47,228,287
Grand Total (rollover & FY18)	47,228,287

Unappropriated interest earnings	
Total School Cap Projs FB	-

Capital Project Tracking Sheet for (Projected) Fiscal Year 2025

New Funding Sources/ Adjustments

Project Name	Rollover from Previous Year	Bond Proceeds	Proffers	Adjustments	Projected Expenses (in current FY only)	Funding Balance	Obligated Funding	Project Balance
Additions to TMS and NMS								
Elementary School #18								
Elementary School #19								
High School #6								
Middle School #8								
Site Acquisitions								
Transportation (Buses)		4,116,648			4,116,648			
Capital Maintenance Projects		19,203,000			19,203,000			
Technology Upgrades		2,450,000			2,450,000			
Totals	0	25,769,648	0	0	25,769,648	0	0	0

Total School Rollover	0
Total FY20 budget approved	25,769,648
Grand Total (rollover & FY20)	25,769,648

Unappropriated interest earnings	
Total School Cap Projs FB	-

MAINTENANCE

CAPITAL PROJECT REQUESTS

Capital Maintenance

DEPARTMENT: Spotsylvania County Public Schools

PROJECT NAME: **CAPITAL MAINTENANCE PROJECTS**

DESCRIPTION: Capital Maintenance Projects are large-scale projects involving the major repair, replacement, renovation, and/or maintenance of school division facilities and infrastructures. This includes, but is not limited to, heating, air-conditioning, roofs, floors, electrical systems, painting, etc.

JUSTIFICATION: The maintenance of school facilities is paramount to support the efforts of safety and instruction for students and staff. Proactive maintenance coupled with repairs and replacement of systems and structures will ensure the longevity of the division's facilities.

TOTAL CAPITAL PROJECT COST:

$130,174,000		
Planning & Design	Property Acquisition	Contruction/Implementation
2006-2025	N.A.	FY 2021-2025

	FY06/07/08/09/10/11/12	FY13	FY14	FY15	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25	PROJECT Totals	CIP Totals 2021-2025
Financing/Funding Methods:																
Proffers	$0	$0	$377,608	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$377,608	$0
Va. Public School Authority	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
General Obligation Bond	$16,430,154	$0	$5,405,478	$4,913,067	$8,708,490	$10,512,500	$18,501,000	$23,135,500	$21,775,500	$12,395,000	$29,146,000	$30,875,000	$38,555,000	$19,203,000	$239,555,689	$130,174,000
State Aide	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Lease Purchase	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Federal Aid	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Transfer from General Fund Local Revenues	$0	$4,476,777	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$4,476,777	$0
Service Charge	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other (Rollover + Interest)	$2,617,615	$0	$80,024	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$2,697,639	$0
Other (Redirected Use of Bonds)	$4,653,741	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$4,653,741	$0
Total Funding	**$23,701,510**	**$4,476,777**	**$5,863,110**	**$4,913,067**	**$8,708,490**	**$10,512,500**	**$18,501,000**	**$23,135,500**	**$21,775,500**	**$12,395,000**	**$29,146,000**	**$30,875,000**	**$38,555,000**	**$19,203,000**	**$251,761,454**	**$130,174,000**
Capital Expenditures																
Professional Services	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0.00	$0
Land	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0.00	$0
Construction	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0.00	$0
Other (Redirected Use of Bonds)	$4,653,741	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$4,653,741	$0
Vehicles & Equipment	$0	$175,159	$95,000	$308,000	$453,875	$292,500	$168,000	$300,500	$210,500	$275,000	$176,000	$140,000	$210,000	$348,000	$3,152,534	$1,149,000
Other (Capital Maintenance Projects)	$19,047,769	$4,301,618	$5,768,110	$4,605,067	$8,254,615	$10,220,000	$18,333,000	$22,835,000	$21,565,000	$12,120,000	$28,970,000	$30,735,000	$38,345,000	$18,855,000	$243,955,179	$129,025,000
Total Capital Expenditures	**$23,701,510**	**$4,476,777**	**$5,863,110**	**$4,913,067**	**$8,708,490**	**$10,512,500**	**$18,501,000**	**$23,135,500**	**$21,775,500**	**$12,395,000**	**$29,146,000**	**$30,875,000**	**$38,555,000**	**$19,203,000**	**$251,761,454**	**$130,174,000**

	$ 130,174,000	$ 12,395,000	$ 29,146,000	$ 30,875,000	$ 38,555,000	$ 19,203,000
SCHOOL/PROJECT DESCRIPTION	**EST. COST**	**2020-2021**	**2021-2022**	**2022-2023**	**2023-2024**	**2024 - 2025**
YEAR BUILT		**FY-21**	**FY-22**	**FY-23**	**FY-24**	**FY - 25**
BATTLEFIELD ELEMENTARY - 1975						
Upgrade 7 air handler units and controls	$ 800,000		$ 800,000			
Expand playground	$ 45,000	$ 45,000				
Replace intercom system	$ 150,000					$ 150,000
Upgrade bathrooms in old section	$ 350,000					$ 350,000
Rebuild air cool chiller in new section	$ 45,000			$ 45,000		
Replace case work in old section	$ 150,000		$ 150,000			
Upgrade field space	$ 100,000	$ 100,000				
Add addittional site lighting	$ 125,000	$ 125,000				
BERKELEY ELEMENTARY - 1962						
Replace roof on cafeteria	$ 175,000		$ 175,000			
Add storage tank for domestic water system	$ 400,000				$ 400,000	
Add additional site lighting	$ 125,000	$ 125,000				
Roof replacement	$ 475,000		$ 475,000			
Upgrade glazing on windows old section	$ 35,000		$ 35,000			
Overlay asphalt	$ 400,000	$ 400,000				
Replace 2 grease traps	$ 40,000				$ 40,000	
BROCK ROAD ELEMENTARY - 1994						
Replace rubber membrane roof	$ 500,000			$ 500,000		
Overlay asphalt	$ 450,000		$ 450,000			
Add additional site lighting	$ 125,000		$ 125,000			
Add fencing	$ 30,000		$ 30,000			
Concrete repair	$ 125,000					$ 125,000
CEDAR FOREST ELEMENTARY - 2008						
Retrofit gym lights to LED	$ 20,000		$ 20,000			
Carpet replacement	$ 60,000				$ 60,000	
Side walk and curb repair	$ 75,000					$ 75,000
Add fencing	$ 40,000				$ 40,000	
CHANCELLOR ELEMENTARY - 1939						
Upgrade 4 bathrooms	$ 200,000					$ 200,000
Replace chiller	$ 80,000				$ 80,000	
Retrofit gym lights	$ 20,000			$ 20,000		
Upgrade parking lot entrance and access	$ 450,000				$ 450,000	
Replace intercom system	$ 150,000			$ 150,000		
Add site lighting	$ 125,000		$ 125,000			
Add fencing	$ 20,000		$ 20,000			
COURTHOUSE ROAD ELEMENTARY - 1993						
Replace fire alarm panel	$ 45,000		$ 45,000			
Side walk and curb repair	$ 75,000			$ 75,000		

Replace intercom system	$ 150,000				$ 150,000	
Repair and overlay asphalt	$ 450,000			$ 450,000		
Upgrade and replace lighting to LED	$ 550,000	$ 550,000				
Replace shingles	$ 200,000			$ 200,000		
Rubber roof replacement	$ 450,000				$ 450,000	
Add site lighting	$ 125,000			$ 125,000		
Add fencing	$ 60,000			$ 60,000		
Carpet replacement	$ 60,000					$ 60,000
COURTLAND ELEMENTARY - 1986						
Repair and overlay asphalt	$ 450,000		$ 450,000			
Rebuild air cooled chiller	$ 60,000					$ 60,000
Replace 2 grease traps	$ 20,000					$ 20,000
Replace intercom system	$ 150,000			$ 150,000		
Add fencing	$ 125,000			$ 125,000		
Carpet replacement	$ 80,000				$ 80,000	
HARRISON ROAD ELEMENTARY - 2001						
Overlay and paving repair	$ 450,000					$ 450,000
Side walk and curb repair	$ 120,000					$ 120,000
Upgrade compressor and valves on dry system	$ 75,000		$ 75,000			
Replace gym lights to LED	$ 20,000		$ 20,000			
Carpet and tile replacement	$ 60,000		$ 60,000			
Upgrade entrance and drop off - pickup	$ 300,000		$ 300,000			
Add site lighting	$ 125,000		$ 125,000			
LEE HILL ELEMENTARY - 1978						
Replace grease trap	$ 40,000			$ 40,000		
Upgrade and replace lighting to LED	$ 600,000		$ 600,000			
Replace intercom system	$ 150,000				$ 150,000	
Upgrade bathrooms in old section	$ 300,000			$ 150,000	$ 150,000	
Add doors in front hallway for extra security	$ 100,000	$ 100,000				
Add site lighting	$ 125,000	$ 125,000				
Replace add fencing	$ 60,000		$ 60,000			
Carpet and tile replacement	$ 30,000			$ 30,000		
LIVINGSTON ELEMENTARY - 1961						
0verlay and repair asphalt	$ 450,000	$ 450,000				
Upgrade glazing on k building windows	$ 35,000		$ 35,000			
Replace intercom system	$ 150,000	$ 150,000				
Repair and replace concrete	$ 75,000		$ 75,000			
Upgrade bathrooms in old section	$ 200,000			$ 200,000		
Upgrade sewage pumps	$ 135,000			$ 135,000		
Add exterior lighting	$ 125,000		$ 125,000			
Upgrade replace lighting tp LED	$ 550,000		$ 550,000			
Replace RTU's on K building	$ 75,000			$ 75,000		
Upgrade clinic	$ 150,000					$ 150,000

Add replace fencing	$ 60,000			$ 60,000		
PARKSIDE ELEMENTARY - 1993						
Rebuild air cool chiller	$ 55,000			$ 55,000		
Add space for parent pick up	$ 300,000	$ 300,000				
Upgrade compressor and valves on dry system	$ 75,000		$ 75,000			
Replace intercom system	$ 150,000		$ 150,000			
Overlay and repair asphalt	$ 450,000					$ 450,000
Upgrade gym lights to LED	$ 20,000			$ 20,000		
Replace fire alarm panel	$ 150,000				$ 150,000	
Carpet to tile replacement	$ 60,000		$ 30,000	$ 30,000		
Replace intercom system	$ 150,000					$ 150,000
Rebuild boilers	$ 50,000				$ 50,000	
Replace water heater	$ 140,000				$ 140,000	
RIVERVIEW ELEMENTARY - 1993						
Replace ballasted membrane roof	$ 450,000		$ 450,000			
Replace backflow	$ 25,000		$ 25,000			
Replace intercom system	$ 150,000		$ 150,000			
Upgrade Hvac controls	$ 250,000		$ 250,000			
Boiler replacement	$ 200,000		$ 200,000			
Upgrade HVAC system	$ 400,000	$ 300,000	$ 100,000			
Upgrade replace lighting to LED	$ 575,000	$ 575,000				
Repair and upgrade sidewalks	$ 125,000				$ 125,000	
Add site lighting	$ 125,000	$ 125,000				
Carpet and tile replacement	$ 60,000					$ 60,000
Replace fuel oil monitoring system	$ 120,000				$ 120,000	
Replace water heater	$ 140,000				$ 140,000	
ROBERT E. LEE ELEMENTARY - 1950						
Replace tile in multipurpose room	$ 35,000		$ 35,000			
Replace intercom system	$ 150,000		$ 150,000			
Replace grease traps	$ 40,000		$ 40,000			
Side walk and curb repair	$ 150,000					$ 150,000
Upgrade 4 bathrooms in addition	$ 300,000					$ 300,000
Upgrade parent drop off- pickup	$ 250,000	$ 250,000				
Masonary and concrete repair entrances ADA	$ 150,000				$ 150,000	
Rebuild air cooled chiller	$ 80,000				$ 80,000	
SALEM ELEMENTARY - 1978						
Cafeteria and library roof replacement	$ 400,000		$ 400,000			
Upgrade bathrooms in old section	$ 300,000		$ 300,000			
Rebuild air cooled chiller	$ 55,000					$ 55,000
Doors and case work for front security entrance	$ 250,000	$ 250,000				
Replace grease traps	$ 30,000			$ 30,000		
Carpet and tile replacement	$ 60,000					$ 60,000
Replace intercom system	$ 150,000		$ 150,000			

Upgrade site lighting	$ 125,000		$ 125,000			
Add and replace fencing	$ 100,000				$ 50,000	$ 50,000
Overlay and repair asphalt	$ 400,000				$ 400,000	
Replace doors in old section	$ 135,000				$ 135,000	
SMITH STATION ELEMENTARY - 1991						
Concrete repair to side walks	$ 60,000		$ 60,000			
Overlay and repair asphalt	$ 450,000		$ 450,000			
Upgrade replace lighting tp LED	$ 525,000		$ 525,000			
Add fencing	$ 30,000			$ 30,000		
Carpet and tile replacement	$ 40,000			$ 40,000		
Replace water heater	$ 30,000					$ 30,000
Upgrade site lighting	$ 125,000				$ 125,000	
SPOTSWOOD ELEMENTARY - 1965						
Replace two air cooled chillers	$ 200,000			$ 100,000	$ 100,000	
Replace sewer line from D building	$ 250,000			$ 250,000		
Upgrade replace lighting tp LED	$ 650,000			$ 650,000		
Replace intercom system	$ 150,000			$ 150,000		
Replace case work in old section	$ 400,000			$ 200,000	$ 200,000	
Upgrade bathrooms in old section	$ 300,000			$ 300,000		
Upgrade stage area and curtains	$ 225,000		$ 225,000			
Upgrade glazing on k building windows	$ 35,000			$ 35,000		
Office renovation and access control	$ 500,000		$ 500,000			
Replace fire alarm system	$ 175,000	$ 175,000				
Add replace fencing	$ 135,000	$ 135,000				
Side walk and curb repair	$ 75,000				$ 75,000	
WILDERNESS ELEMENTARY - 1998						
Concrete repair to curb and gutter	$ 75,000				$ 75,000	
Replace intercom system	$ 150,000		$ 150,000			
Replace valves in Sprinkler system	$ 30,000			$ 30,000		
Upggrade replace lighting to LED	$ 525,000			$ 525,000		
Overlay and repair asphalt	$ 500,000			$ 500,000		
Replace fire alarm panel	$ 125,000			$ 125,000		
Carpet and tile replacement	$ 80,000		$ 40,000	$ 40,000		
Add fencing	$ 30,000		$ 30,000			
Rebuild boilers	$ 75,000					$ 75,000
Replace water heater	$ 140,000				$ 140,000	
Rebuild Chiller	$ 75,000				$ 75,000	
BATTLEFIELD MIDDLE - 1978						
Overlay and repair asphalt	$ 500,000		$ 500,000			
Side walk and curb repair	$ 125,000				$ 125,000	
Upgrade Art Classroom	$ 125,000	$ 125,000				
Replace lockers in locker room	$ 200,000			$ 200,000		
Upgrade guidance area	$ 150,000	$ 150,000				

Replace intercom system	$ 150,000		$ 150,000			
Upgrade fields	$ 50,000		$ 50,000			
Pave roads to ball fields	$ 30,000					$ 30,000
Replace grease trap	$ 40,000			$ 40,000		
Carpet and tile replacement	$ 125,000		$ 125,000			
Replace fencing	$ 40,000		$ 40,000			
Repair or replace tennis courts	$ 475,000					$ 475,000
Replace upgrade fire alarm system	$ 200,000				$ 200,000	
Rebuild Chiller	$ 60,000				$ 60,000	
CHANCELLOR MIDDLE - 1988						
Carpet and tile replacement	$ 60,000			$ 30,000	$ 30,000	
Repair and replace fencing	$ 75,000				$ 75,000	
Roof replacement	$ 600,000					$ 600,000
Side walk and curb repair	$ 75,000				$ 75,000	
Overlay and repair asphalt	$ 450,000	$ 450,000				
Paint exterior	$ 200,000	$ 200,000				
Replace intercom system	$ 150,000			$ 150,000		
Add site lighting	$ 125,000		$ 125,000			
MEP work prepare for renovation	$ 30,000				$ 30,000	
FREEDOM MIDDLE - 2003						
Rebuild 2 water cooled chillers	$ 125,000				$ 125,000	
Upgrade gym lights to LED	$ 25,000		$ 25,000			
Replace intercom system	$ 150,000		$ 150,000			
Overlay and repair asphalt	$ 500,000			$ 500,000		
Side walk and curb repair	$ 120,000				$ 120,000	
Carpet and tile replacement	$ 60,000		$ 30,000	$ 30,000		
Upgrade road to ball fields	$ 25,000		$ 25,000			
Replace fire alarm panel	$ 85,000					$ 85,000
Add fencing	$ 40,000				$ 40,000	
Upgrade replace VFD controls	$ 225,000				$ 225,000	
NI RIVER MIDDLE - 1999						
Concrete replacement / repair	$ 80,000				$ 80,000	
Replace intercom system	$ 150,000		$ 150,000			
Upgrade site lighting	$ 125,000		$ 125,000			
Carpet and tile replacement	$ 125,000	$ 125,000				
Upgrade road to ball fields	$ 125,000		$ 125,000			
Overlay and repair asphalt	$ 700,000				$ 700,000	
Add fencing	$ 30,000			$ 30,000		
Replace fire alarm panel	$ 85,000					$ 85,000
Upgtade replace VFD controls	$ 225,000				$ 225,000	
POST OAK MIDDLE - 2006						
Carpet and tile replacement	$ 120,000		$ 60,000	$ 60,000		
Overlay and repair asphalt	$ 600,000					$ 600,000

Sidewalk and concrete repair	$ 50,000					$ 50,000
Replace water heaters	$ 175,000				$ 175,000	
Replace intercom system	$ 150,000					$ 150,000
Replace cooling towers	$ 400,000				$ 200,000	$ 200,000
Upgrade site lighting	$ 125,000			$ 125,000		
SPOTSYLVANIA MIDDLE - 1968						
Build bus lot	$ 250,000	$ 250,000				
Renovation and expansion of school	$ 55,000,000	$ 500,000	$ 11,000,000	$ 22,000,000	$ 19,000,000	$ 2,500,000
THORNBURG MIDDLE - 1994						
Upgrade replace lighting tp LED	$ 650,000	$ 650,000				
Replace intercom system	$ 150,000			$ 150,000		
Rebuild water cooled chiller	$ 75,000		$ 75,000			
Resurface track	$ 135,000		$ 135,000			
Roof replacement	$ 700,000	$ 700,000				
Upgrade alarm and controls for fuel oil system	$ 150,000		$ 150,000			
Drainage and erosion repair	$ 130,000	$ 130,000				
Add site lighting	$ 150,000		$ 150,000			
Overlay and repair asphalt	$ 600,000					$ 600,000
Classroom addition	$ 10,000,000				$ 5,000,000	$ 5,000,000
Replace boilers	$ 225,000		$ 225,000			
Concrete and curb replacement	$ 120,000					$ 120,000
CHANCELLOR HIGH - 1987						
Roof replacement	$ 600,000			$ 600,000		
Upgrade concessions area in field house	$ 125,000		$ 125,000			
Replace lockers in field house	$ 200,000			$ 200,000		
Replace fixtures in locker rooms in school	$ 120,000			$ 120,000		
Resurface access road in front of school	$ 650,000				$ 650,000	
Replace fixtures in field house bathrooms	$ 120,000		$ 120,000			
Overlay and repair asphalt	$ 475,000				$ 475,000	
Add site lighting	$ 250,000			$ 250,000		
Artificial turf for stadium	$ 1,180,000		$ 1,180,000			
Replace auditorium seating	$ 225,000	$ 225,000				
Paint exterior	$ 300,000	$ 300,000				
Replace generator for Middle and High school	$ 250,000	$ 250,000				
MEP work prepare for renovation	$ 75,000				$ 75,000	
Replace add fencing	$ 175,000		$ 175,000			
Replace sound system	$ 220,000		$ 220,000			
COURTLAND HIGH - 1980						
Repair or replace basketball courts	$ 475,000	$ 475,000				
Upgrade baseball field	$ 130,000		$ 130,000			
MASSAPONAX HIGH - 1998						

Remove Lockers repair concrete phase 3	$ 100,000	$ 100,000				
Replace intercom system	$ 150,000			$ 150,000		
Rebuild Chiller	$ 75,000					$ 75,000
Replace heat exchanger	$ 250,000					$ 250,000
Replace boiler in field house	$ 120,000					$ 120,000
Replace fixtures in locker rooms of school	$ 150,000		$ 150,000			
Replace fixtures in field house bathrooms	$ 150,000		$ 150,000			
Renovation of space for instruction	$ 175,000	$ 175,000				
Add parking	$ 200,000		$ 200,000			
Overlay all asphalt	$ 1,400,000		$ 1,400,000			
Rebuild boilers	$ 200,000		$ 200,000			
Replace cooling towers	$ 400,000		$ 400,000			
RIVERBEND HIGH - 2004						
Sidewalk and concrete repair	$ 75,000				$ 75,000	
Carpet and tile replacement	$ 60,000			$ 60,000		
Add fencing	$ 30,000		$ 30,000			
Repair and upgrade baseball field	$ 125,000	$ 125,000				
Add programs	$ 200,000				$ 200,000	
Overlay and repair asphalt	$ 1,600,000					$ 1,600,000
Sidewalk and concrete repair	$ 130,000		$ 130,000			
SPOTSYLVANIA HIGH - 1994						
Add site lighting	$ 125,000	$ 125,000				
Carpet and tile replacement	$ 80,000		$ 40,000	$ 40,000		
Replace fixtures in field house bathrooms	$ 125,000	$ 125,000				
Replace domestic water heater	$ 200,000		$ 200,000			
Upgrade field house concession area	$ 120,000	$ 120,000				
Upgrade controls from pnematic to DDC	$ 275,000		$ 275,000			
Replace fixtures in locker rooms in school	$ 125,000	$ 125,000				
Replace intercom system	$ 150,000			$ 150,000		
Add programs	$ 300,000					$ 300,000
Paint water tower	$ 350,000				$ 350,000	
Changes to commons area for security	$ 200,000	$ 200,000				
Add additional water tower	$ 975,000				$ 975,000	
Roof replacement	$ 1,500,000				$ 1,500,000	
Professional services for added specialty center	$ 75,000					$ 75,000
Artificial turf	$ 1,175,000	$ 1,175,000				
Replace upgrade sound system	$ 200,000	$ 200,000				
CAREER & TECH CENTER - 1980						
Replace roof on front section	$ 475,000				$ 475,000	
Upgrade areas for new programs	$ 450,000				$ 450,000	
Overlay all asphalt	$ 500,000					$ 500,000
Replace fire doors	$ 100,000				$ 100,000	
Upgrade front entrance for security	$ 40,000	$ 40,000				

Replace intercom system	$ 150,000			$ 150,000		
Replace upgrade shop doors openers	$ 175,000		$ 175,000			
Carpet and tile replacement	$ 80,000				$ 80,000	
HVAC renovation	$ 650,000					$ 650,000
JOHN J. WRIGHT E & CC - 1950						
Add new well and chemical feed system	$ 500,000					$ 500,000
Change space for programs	$ 175,000	$ 175,000				
Repair replace brick work	$ 200,000		$ 200,000			
Overlay repair asphalt	$ 550,000					$ 550,000
ITT CENTER - 1986						
Add site lighting	$ 125,000	$ 125,000				
Replace two roof top units	$ 75,000				$ 75,000	
MAINTENANCE COMPLEX - 2009						
Replace 3/4 ton service trucks	$ 200,000	$ 50,000	$ 25,000	$ 25,000	$ 25,000	$ 75,000
Replace 3/4 ton service vans	$ 160,000	$ 40,000	$ 40,000	$ 40,000		$ 40,000
Replace front mount 4x4 mowers	$ 225,000	$ 75,000		$ 75,000		$ 75,000
Chemical lift for water system	$ 35,000	$ 35,000				
Replace landscape trailers	$ 16,000		$ 8,000			$ 8,000
Replace tractor with loader	$ 35,000		$ 35,000			
Upgrade fueling stations	$ 350,000	$ 350,000				
Build additional warehouse space	$ 400,000		$ 400,000			
Overlay all asphalt	$ 600,000					$ 600,000
Replace large air comp	$ 40,000	$ 40,000				
Replace dump truck	$ 85,000				$ 85,000	
Replace gator at High schools	$ 50,000	$ 30,000			$ 20,000	
Replace box truck with lift gates	$ 160,000	$ 80,000			$ 80,000	
Purchase two man scissor lift	$ 40,000		$ 40,000			
Replace bat wing mower	$ 20,000		$ 20,000			
Replace bucket truck	$ 150,000					$ 150,000
Add HVAC to custodial warehouse	$ 120,000		$ 120,000			
Replace two plows	$ 8,000		$ 8,000			
SCHOOL ADMIN BUILDING - 2004						
Add site lighting	$ 75,000	$ 75,000				
Purchase additional land for school site	$ 2,000,000				$ 2,000,000	
	$ 130,174,000					
Running Total	**$ 130,174,000**	**$ 12,395,000**	**$ 29,146,000**	**$ 30,875,000**	**$ 38,555,000**	**$ 19,203,000**
By Year Total	**$ 130,174,000**	**$ 12,395,000**	**$ 29,146,000**	**$ 30,875,000**	**$ 38,555,000**	**$ 19,203,000**

Due to unforeseen circumstances that may happen during a school year, it may be necessary to make adjustments to the CIP projects to meet unknown immediate and emergency situations. For those types of occurrences, the Maintenance Department will reappropriate and adjust existing project allocations to offset the costs, making a Net $0 impact in the CIP budget for the current fiscal year.

TECHNOLOGY

CAPITAL PROJECT REQUESTS

Technology

DEPARTMENT: Spotsylvania County Public Schools
PROJECT NAME: **TECHNOLOGY** *Non-Construction*
DESCRIPTION: Maintenance, repair, and replacement of computers, servers, switches, and networks throughout the Spotsylvania County Schools Division.

JUSTIFICATION: Spotsylvania County Schools continues to maintain and improve instructional and support technology through the replacement of computers, servers, cables, blade servers, controllers, laptop computers, switches and disk expansion, and other equipment. An updated technology infrastructure allows staff and parents to access more resources and communicate more effectively utilizing the latest applications.

TOTAL CAPITAL PROJECT COST:

$20,650,836		
Planning & Design	Property Acquisition	Contruction/Implementation
2006-2025	N.A.	FY 2021-2025

	FY06/07/08/09/10/11/12	FY13	FY14	FY15	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25	PROJECT Totals	CIP Totals 2021-2025
Financing/Funding Methods:																
Proffers	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Va. Public School Authority	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
General Obligation Bond (Bond Rf 2005 & 06)	$19,775,907	$0	$2,811,056	$1,488,120	$5,538,807	$8,870,554	$4,432,500	$3,405,580	$3,141,520	$2,309,924	$3,659,260	$7,558,329	$4,673,323	$2,450,000	$70,114,880	$20,650,836
State Aide	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Lease Purchase	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Federal Aid	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Transfer from General Fund Local Revenues	$0	$2,175,817	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$2,175,817	$0
Service Charge	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other (Proffer)	$58,819	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$58,819	$0
Other (Interest Earned on Bonds)	$5,247,641	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$5,247,641	$0
Total Funding	**$25,082,367**	**$2,175,817**	**$2,811,056**	**$1,488,120**	**$5,538,807**	**$8,870,554**	**$4,432,500**	**$3,405,580**	**$3,141,520**	**$2,309,924**	**$3,659,260**	**$7,558,329**	**$4,673,323**	**$2,450,000**	**$77,597,157**	**$20,650,836**
Capital Expenditures																
Professional Services	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Land	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Vehicles & Equipment	$19,775,907	$2,175,817	$2,811,056	$1,488,120	$5,538,807	$8,870,554	$4,432,500	$3,405,580	$3,141,520	$2,309,924	$3,659,260	$7,558,329	$4,673,323	$2,450,000	$72,290,697	$20,650,836
Other	$5,306,460	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$5,306,460	$0
Total Capital Expenditures	**$25,082,367**	**$2,175,817**	**$2,811,056**	**$1,488,120**	**$5,538,807**	**$8,870,554**	**$4,432,500**	**$3,405,580**	**$3,141,520**	**$2,309,924**	**$3,659,260**	**$7,558,329**	**$4,673,323**	**$2,450,000**	**$77,597,157**	**$20,650,836**

FY21

Description		Amount
School File Server Phase 1	$	120,000
Replacement Computer (Desktops + Laptop	$	958,924
Multi-Function Printer Refresh	$	105,000
Replacement 3Par SAN #1 & #2	$	700,000
Replacement SAN Core Switches	$	96,000
Hardware refresh	$	36,000
Infrastructure upgrades	$	18,000
Wiring closet UPS Replacement	$	90,000
Projectors	$	186,000
Annual Total	**$**	**2,309,924**

FY22

Description		Amount
Replacement Computer (Desktops + Laptop	$	1,799,260
Access Points 1 of 2	$	900,000
Replacement MDF Network Switch	$	960,000
Annual Total	**$**	**3,659,260**

FY23

Description		Amount
Replacement Computer (Desktops + Laptop	$	1,909,329
Replacement Wireless Controllers	$	170,000
Projectors	$	100,000
Access Points 2 of 2	$	900,000
School File Servers Phase 2	$	200,000
Devices for Personalized Learning	$	1,500,000
Datacenter Core Switch Replacement	$	560,000
Spotsy MS Reno	$	219,000
Inside fiber replacement all schools	$	2,000,000
Annual Total	**$**	**7,558,329**

FY24

Description		
Replacement Computer (Desktops + Laptop	$	774,323
Infrastructure upgrade (drops+fiber)	$	25,000
Projectors	$	100,000
Camera Servers Refresh	$	400,000
Voip System/Servers Refresh	$	500,000
Blade Servers	$	80,000
Devices for Personalized Learning	$	1,500,000

Replacement LAN Switches	$	840,000
Replacement PoE LAN Switches	$	360,000
Spotsy MS Reno	$	69,000
TMS Addition	$	25,000
Annual Total	**$**	**4,673,323**

FY 25 **Description**		
Computers	$	1,830,000
Projectors	$	100,000
Internet Firewall	$	400,000
Internet Router	$	75,000
Infrastructure Upgrades	$	20,000
TMS Addition	$	25,000
Annual Total	**$**	**2,450,000**

Total Costs CIP 2021-2025	**$**	**20,650,836**

TRANSPORTATION

CAPITAL PROJECT REQUESTS

School Buses

DEPARTMENT: Spotsylvania County Public Schools

PROJECT NAME: **SCHOOL BUSES** (purchase) *Non-construction*

DESCRIPTION: Replacement of "regular" school buses that are at least fifteen (15) years old. Replacement of specially equipped school buses that are ten (10) years old. Add to the bus fleet to match the transportation needs of the school division with regard ridership and enrollment.

JUSTIFICATION: The revised recommendation replacement schedule for school buses is 15 years. The school division requests replacement of school buses older than 15 years for regular transportation needs and older than 10 years for special needs buses. Maintenance and repairs are very expensive for the specially-equipped buses after this time period. Due to the changes in technology, it is not uncommon for a shortage or the non-existence of parts available after a few years for the special eq required in/on these buses. New emission standards require replacement of older buses as well.

TOTAL CAPITAL PROJECT COST:

$19,911,724		
Planning & Design	Property Acquisition	Contruction/Implementation
2006-2025	N.A.	FY 2021-2025

	FY06/07/08/09/10/11/12	FY13	FY14	FY15	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25	PROJECT Totals	CIP Totals 2021-2025
Financing/Funding Methods:																
Proffers	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Va. Public School Authority	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
General Obligation Bond	$6,865,661	$0	$3,512,465	$1,337,958	$4,382,228	$4,075,558	$4,427,947	$4,258,838	$3,987,676	$3,795,992	$3,999,568	$3,999,552	$3,999,964	$4,116,648	$52,760,055	$19,911,724
State Aide	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Lease Purchase	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Federal Aid	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Transfer from General Fund																
Local Revenues	$0	$2,650,074	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$2,650,074	$0
Service Charge	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other	$3,311,916	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$3,311,916	$0
Total Funding	**$10,177,577**	**$2,650,074**	**$3,512,465**	**$1,337,958**	**$4,382,228**	**$4,075,558**	**$4,427,947**	**$4,258,838**	**$3,987,676**	**$3,795,992**	**$3,999,568**	**$3,999,552**	**$3,999,964**	**$4,116,648**	**$58,722,045**	**$19,911,724**
Capital Expenditures																
Professional Services	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Land	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Vehicles & Equipment	$10,177,577	$2,650,074	$3,512,465	$1,337,958	$4,382,228	$4,075,558	$4,427,947	$4,258,838	$3,987,676	$3,795,992	$3,999,568	$3,999,552	3,999,964	4,116,648	$58,722,045	$19,911,724
Other	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Capital Expenditures	**$10,177,577**	**$2,650,074**	**$3,512,465**	**$1,337,958**	**$4,382,228**	**$4,075,558**	**$4,427,947**	**$4,258,838**	**$3,987,676**	**$3,795,992**	**$3,999,568**	**$3,999,552**	**$ 3,999,964**	**$4,116,648**	**$58,722,045**	**$19,911,724**

TRANSPORTATION DEPARTMENT 2021 - 2025

Description	Qty	FY 2021 Total Cost	Qty	FY 2022 Total Cost	Qty	FY 2023 Total Cost	Qty	FY 2024 Total Cost	Qty	FY 2025 Total Cost	Total
REPLACEMENT BUSES											
77-Passenger	24	$2,666,784	25	$2,861,250	24	$2,829,216	23	$2,792,683	23	$2,876,463	$14,026,396
SpEd	7	$781,018	7	$804,447	7	$828,583	7	$853,440	7	$879,043	$4,146,531
Head Start	0		0		0		0		0		
Total Replacement Buses	31	$3,447,802	32	$3,665,697	31	$3,657,799	31	$3,646,123	31	$3,755,506	$18,172,927
ADDITIONAL BUSES											
77-Passenger	1	$ 111,116	1	$114,450	1	$117,884	1	$121,421	1	$125,064	$589,935
SpEd	1	$ 111,574	1	$114,921	1	$118,369	1	$121,920	1	$125,578	$592,362
Total Additional Buses	2	$ 222,690	2	$229,371	2	$236,253	2	$243,341	2	$250,642	$1,182,297
ANCILLARY BUS EQUIPMENT (Cameras)		$75,000		$54,000		$55,000		$60,000		$60,000	$304,000
BUS ENGINE REPLACEMENT	2	$50,500	2	$50,500	2	$50,500	2	$50,500	2	$50,500	$252,500
TOTAL		$3,795,992		$ 3,999,568		$3,999,552		$3,999,964		$4,116,648	$19,911,724

This CIP request would maintain our conventional buses on a 15 year replacement cycle and our special needs buses on a 10 year replacement cycle.

ENROLLMENT

SPOTSYLVANIA COUNTY PUBLIC SCHOOLS

HISTORICAL AND PROJECTED ENROLLMENT FOR OCTOBER 1ST

ELEMENTARY SCHOOLS:												*Actual*	INCREASE/ DECREASE	PROJECTED	INCREASE/ DECREASE
	ENROLLMENT	ENROLLMENT	ENROLLMENT	ENROLLMENT	ENROLLMENT	ENROLLMENT	ENROLLMENT	ENROLLMENT	ENROLLMENT	ENROLLMENT	ENROLLMENT	ENROLLMENT		ENROLLMENT	
	CAPACITY	10/1/2009	10/1/2010	10/1/2011	10/1/2012	10/1/2013	10/1/2014	10/1/2015	10/1/2016	10/1/2017	10/1/2018	10/1/2019	"Previous"	10/1/2019	vs. "Actual"
BATTLEFIELD	***833***	674	678	648	639	644	658	645	618	649	655	675	20	**651**	-24
BERKELEY	***353***	332	351	325	319	306	281	255	268	294	295	267	-28	**290**	23
BROCK ROAD	***907***	804	764	769	729	753	720	693	656	658	665	681	16	**668**	-13
CEDAR FOREST	***936***	736	765	732	716	771	757	727	746	749	740	725	-15	**744**	19
CHANCELLOR	***455***	336	360	363	374	387	401	418	424	441	463	459	-4	**456**	-3
COURTHOUSE ROAD	***907***	897	881	870	854	829	832	828	813	809	812	812	0	**823**	11
COURTLAND	***789***	593	608	577	586	564	539	563	527	535	535	556	21	**560**	4
HARRISON ROAD	***936***	774	812	851	856	822	818	806	793	792	783	812	29	**781**	-31
LEE HILL	***807***	572	554	670	692	702	691	648	652	669	662	653	-9	**665**	12
LIVINGSTON	***504***	487	460	444	451	444	421	433	420	406	408	393	-15	**410**	17
PARKSIDE	***936***	895	955	691	694	728	755	765	773	865	867	857	-10	**914**	57
RIVERVIEW	***907***	650	614	623	653	712	717	696	685	619	624	664	40	**614**	-50
R E LEE	***585***	493	478	507	516	502	506	519	515	540	508	512	4	**546**	34
SALEM	***815***	649	642	645	660	635	690	666	629	646	645	612	-33	**680**	68
SMITH STATION	***986***	851	768	794	751	762	759	716	713	678	642	662	20	**628**	-34
SPOTSWOOD	***641***	418	410	537	564	537	556	528	512	551	568	553	-15	**574**	21
WILDERNESS	***936***	746	752	757	763	763	761	736	746	719	677	699	22	**647**	-52
SUB-TOT ELEM	**13233**	**10907**	**10852**	***10803***	**10817**	**10861**	**10862**	**10642**	**10490**	**10620**	**10549**	**10592**		**10651**	
INCREASE			-55	-49	14	44	1	-220	-152	130	-71	43		**59**	
			-0.50%	*-0.45%*	0.13%	0.41%	0.01%	-2.03%	-1.43%	1.24%	-0.67%	0.41%			

													INCREASE/ DECREASE	PROJECTED	INCREASE/ DECREASE
	ENROLLMENT	ENROLLMENT	ENROLLMENT	ENROLLMENT	ENROLLMENT	ENROLLMENT	ENROLLMENT	ENROLLMENT	ENROLLMENT	ENROLLMENT	ENROLLMENT	ENROLLMENT	"Actual" vs.	ENROLLMENT	"Projected"
	CAPACITY	10/1/2009	10/1/2010	10/1/2011	9/30/2012	9/30/2013	10/1/2014	10/1/2015	10/1/2016	10/1/2017	10/1/2018	10/1/2019	"Previous"	10/1/2018	vs. "Actual"
BATTLEFIELD	***807***	783	800	808	791	798	792	817	802	834	837	859	22	**850**	-9
CHANCELLOR	***857***	837	814	844	819	858	813	825	849	861	835	866	31	**848**	-18
FREEDOM	***948***	875	862	858	857	883	844	824	780	769	815	823	8	**851**	28
NI RIVER	***774***	728	719	683	687	715	749	745	764	723	707	723	16	**706**	-17
POST OAK *John J. Wright	***948***	735	739	753	752	781	765	747	726	727	688	748	60	**699**	-49
SPOTSYLVANIA	***907***	843	821	828	806	805	780	800	876	909	934	940	6	**945**	5
THORNBURG	***790***	659	646	672	690	691	693	708	739	715	730	746	16	**741**	-5
SUB-TOT MID	***6031***	**5460**	**5401**	***5446***	***5402***	**5531**	**5436**	**5466**	**5536**	**5538**	**5546**	**5705**		**5640**	
INCREASE			-59	45	-44	129	-95	30	70	2	8	159		**-65**	
			-1.08%	0.83%	-0.81%	2.39%	-1.72%	0.55%	1.28%	0.04%	0.14%	2.87%			

HIGH SCHOOLS:													INCREASE/ DECREASE	PROJECTED	INCREASE/ DECREASE
	ENROLLMENT	ENROLLMENT	ENROLLMENT	ENROLLMENT	ENROLLMENT	ENROLLMENT	ENROLLMENT	ENROLLMENT	ENROLLMENT	ENROLLMENT	ENROLLMENT	ENROLLMENT	"Actual" vs.	ENROLLMENT	"Projected"
	CAPACITY	10/1/2009	10/1/2010	10/1/2011	9/30/2012	9/30/2013	10/1/2014	10/1/2015	10/1/2016	10/1/2017	10/1/2018	10/1/2019	"Previous"	10/1/2017	vs. "Actual"
GATES/QUEST PROG.	***90***	86	60	48	33	31	25	33	23	21	36	41	5	**36**	-5
CHANCELLOR	***1427***	1357	1355	1380	1380	1342	1330	1304	1299	1268	1288	1317	29	**1323**	6
COURTLAND	***1565***	1274	1220	1192	1219	1190	1176	1173	1146	1179	1176	1413	237	**1183**	-230
MASSAPONAX	***1830***	1974	1908	1870	1858	1829	1925	1964	2022	2027	2017	1745	-272	**2077**	332
RIVERBEND	***1995***	1963	1941	1923	1913	1866	1942	1933	1919	1981	1919	1918	-1	**1946**	28
SPOTSYLVANIA	***1611***	1192	1131	1113	1103	1123	1121	1163	1157	1180	1143	1204	61	**1153**	-51
SUB-TOT SEC	***8518***	**7846**	**7615**	***7526***	**7506**	**7381**	**7519**	**7570**	**7566**	**7656**	**7579**	**7638**		**7718**	
INCREASE			-231	***-89***	-20	-125	138	51	-4	90	-77	59		**80**	
			-2.94%	***-1.17%***	-0.27%	-1.67%	1.87%	0.68%	-0.05%	1.19%	-1.01%	0.78%			
CUMULATIVE TOTAL	***27782***	**24213**	**23868**	***23775***	**23725**	**23773**	**23817**	**23678**	**23592**	**23814**	***23674***	***23935***		**24009**	
INCREASE P/YR			-345	-93	-50	48	44	-139	-86	222	-140	261		**192**	
PERCENT P/YR			-1.42%	-0.39%	-0.21%	0.20%	0.19%	-0.58%	-0.36%	0.94%	-0.59%	1.10%		**0.81%**	

	Actual Enrollment for October 1, 2019																				
	Sub																SpEd	VPI		Speech	"check
School	TOTAL	KG	1	2	3	4	5	6	7	8	9	10	11	12	12 +	HS	Pre-K		TOTAL	(no count)	total"
Battlefield E.	**655**	108	108	110	121	110	98									18	1	1	**675**		675
Berkeley E.	**250**	39	46	46	43	43	33										13	4	**267**		267
Brock Rd.	**662**	104	90	103	122	124	119										19		**681**		681
Cedar Forest	**652**	100	102	112	120	103	115									36	19	18	**725**		725
Chancellor E.	**446**	70	68	67	84	75	82										9	4	**459**		459
Courthouse Rd.	**804**	137	128	133	133	130	143										8		**812**		812
Courtland E.	**514**	76	102	67	88	85	96									18	24		**556**		556
Harrison Road	**775**	133	118	124	133	137	130									18	3	16	**812**		812
Lee Hill	**650**	116	119	92	120	105	98										3		**653**		653
Livingston	**372**	64	61	65	58	68	56										3	18	**393**		393
Parkside	**851**	124	126	165	139	158	139										6		**857**		857
Riverview	**605**	103	101	95	105	94	107										19	40	**664**	18	682
R.E. Lee	**487**	67	72	82	91	83	92									14	7	4	**512**		512
Salem	**581**	104	99	96	88	93	101										13	18	**612**	26	638
Smith Station	**641**	108	101	100	107	108	117										21		**662**		662
Spotswood	**548**	81	81	82	96	101	107										5		**553**		553
Wilderness	**637**	89	92	102	110	130	114									18	26	18	**699**	11	710
Subtotal	**10130**	**1623**	**1614**	**1641**	**1758**	**1747**	**1747**									**122**	**199**	**141**	**10592**	**55**	**10647**
Battlefield M.	**859**							294	288	277									**859**		
Chancellor M	**866**							292	284	290									**866**		
Freedom	**823**							255	300	268									**823**		
Ni River	**723**							245	238	240									**723**		
Post Oak	**748**							261	244	243									**748**		
Spotsy. M.	**940**							326	329	285									**940**		
Thornburg	**746**							251	254	241									**746**		
Subtotal	**5705**							**1924**	**1937**	**1844**									**5705**		
Quest Program	**41**										1	3	2	33	2				**41**		
Chancellor H	**1317**										407	337	275	292	6				**1317**		
Courtland H	**1413**										424	377	322	286	4				**1413**		
Massaponax	**1745**										464	416	427	399	39				**1745**		
Riverbend	**1918**										484	509	469	447	9				**1918**		
Spotsy. High	**1204**										338	305	280	278	3				**1204**		
Subtotal	**7638**										**2118**	**1947**	**1775**	**1735**	**61**				**7638**		
TOTAL	**23473**																		**23935**		

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Informational Matters

Agenda Title:	Informational Matters
Recommendation:	n/a
Summary:	Information only.
Financial Impact:	n/a
Staff Contacts:	Ed Petrovitch, County Administrator
Additional Background/Other Considerations:	n/a
Consequence of Denial/Inaction:	n/a

ATTACHMENTS:

File Name	Description	Type
Vacancy_List.docx	Vacancy List	Backup Material
Contingency_Fund_2020.pdf	Contingency Fund	Backup Material

COUNTY BOARDS AND COMMISSIONS
CURRENT OR UPCOMING VACANCIES
Through February 2020

Appointments by Voting District:

Battlefield

- Board of Building Code Appeals
- Citizens Transportation Advisory Committee (CTAC)
- Historic Preservation Commission
- Transportation Committee
- Social Services Advisory Board

Berkeley

- CBRC-Alternate
- Citizens Transportation Advisory Committee-Expires January 9, 2020
- Transportation Committee-Expires January 8, 2020

Chancellor

- Board of Building Code Appeals-Expired December 31, 2019
- Planning Commission-Expires December 31, 2019
- Cable Television and Telecommunications Commission-Expires December 31, 2019
- Historic Preservation Commission-Expires December 31, 2019
- CBRC-Expires December 31, 2019
- CBRC (alternate)-Expires December 31, 2019
- Minority Affairs Committee-Expires December 31, 2019
- Parks and Recreation Commission-Expires December 31, 2019

Courtland

- Minority Affairs Committee
- Citizens Transportation Advisory Committee (CTAC)

- Board of Building Code Appeals-Expired December 31, 2019
- BZA-Expires December 9, 2019
- Planning Commission-Expires December 31, 2019
- Cable Television and Telecommunications Commission-Expires December 31, 2019
- Historic Preservation Commission-Expires December 31, 2019
- CBRC-Expires December 31, 2019
- CBRC (alternate)-Expires December 31, 2019
- Transportation Committee-Expires December 31, 2019
- Parks and Recreation Commission-Expires December 31, 2019
- Social Services Advisory Board-Expires January 31, 2020
- Transportation Committee-Expires January 21, 2020

Lee Hill

Livingston

- Citizens Transportation Advisory Committee (CTAC)
- Board of Building Code Appeals
- Transportation Committee
- Planning Commission-Expires December 31, 2019
- Cable Television and Telecommunications Commission-Expires December 31, 2019
- Historic Preservation Commission-Expires December 31, 2019
- Lake Anna Advisory Committee-Expires December 31, 2019
- CBRC-Expires December 31, 2019
- CBRC (alternate)
- Minority Affairs Committee-Expires December 31, 2019
- Parks and Recreation Commission-Expires December 31, 2019

Salem

- Minority Affairs Committee
- Citizens Transportation Advisory Committee (CTAC)
- Transportation Committee
- Board of Building Code Appeals-Expired December 31, 2019
- Planning Commission-Expires December 31, 2019
- Cable Television and Telecommunications Commission-Expires December 31, 2019
- Historic Preservation Commission-Expires December 31, 2019
- CBRC-Expires December 31, 2019
- CBRC (alternate)-Expires December 31, 2019
- Parks and Recreation Commission-Expires December 31, 2019
- Social Services Advisory Board-Expires January 12, 2020
- EDA

Non-District Appointments:

- Agricultural/ Forestal District Review Committee- 2 Farmer or Forester, and 2 Landowners Appointments
- Fort A.P. Hill Joint Land Use Study- 1 Vacancy (appointment for phase 2-recommendations)
- Minority Affairs Committee-NAACP affiliated member
- Transportation Committee (Chair of the Planning Commission)-Expires December 31, 2019; (School Representative)-Expires January 7, 2020
- YMCA Board of Directors- 1 Vacancy
- Electoral Board-1 Vacancy- Expires February 28, 2020
- Central Rappahannock Regional Library- 2 Vacancies-Expires February 9, 2020

**Please note, as a reminder, the Board has not decided whether or not they want participate in the Government & Military Affairs Council

FY 2020 BUDGETED CONTINGENCY ACCOUNT
STATUS REPORT

TOTAL BUDGETED CONTINGENCY **$347,559**

CONTINGENCY USES

DATE	PURPOSE	AMOUNT
8/13/2019	For payoff of Southpoint Building debt service as part of transfer of that property from the EDA to the County.	58,252
8/13/2019	Contribution to Complete Count Committee for the 2020 Census	2,100
9/10/2019	Add'l legal service fees for DSS associated with change to new counsel	82,960

TOTAL USED $143,312.00

UNRESTRICTED CONTINGENCY REMAINING **$204,247**

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Closed Meeting

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

ATTACHMENTS:

File Name	Description	Type
Closed_Meeting_Resolution_-_2.2-3711(A)(5)(8)_12.10.19_(00000002).pdf	Closed Meeting Resolution	Resolution
Return_to_Open_Meeting_Resolution_12.10.19.pdf	Return to Open Meeting Resolution	Resolution

DRAFT

At a meeting of the Spotsylvania County Board of Supervisors held on December 10, 2019, on a motion by _____, seconded by _____, and passed _____, the Board adopted the following resolution:

RESOLUTION NO. 2019 –

To Adjourn into a Closed Meeting

WHEREAS, the Spotsylvania County Board of Supervisors desires to adjourn into Closed Meeting for discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community, specifically, healthcare industry; and

WHEREAS, the Spotsylvania County Board of Supervisors desires to adjourn into a Closed Meeting for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, specifically related to a zoning enforcement matter; and

WHEREAS, pursuant to Va. Code Ann. § 2.2-3711(A)(5) and (8), such discussions may occur in Closed Meeting.

NOW, THEREFORE, BE IT RESOLVED that the Spotsylvania County Board of Supervisors does hereby authorize discussion of the aforestated matters.

(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 December 10, 2019, on a motion by _____, seconded by_____, and passed _____, the Board adopted the following resolution:

RESOLUTION NO. 2019 -

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:	December 10, 2019
Title:	R18-0008 Donna L. Curtis & Curtis D. Flippo (ATFD LLC) Winding Creek (RO18-0008) (Salem District)
Type:	Action, Public Hearing, Ordinance, Power Point Presentation
Agenda Title:	R18-0008 Donna L. Curtis & Carlton D. Flippo (ATFD, LLC) Winding Creek (RO18-0008) (Salem District)
Recommendation:	Planning Commission voted 6-1 to recommended denial. Staff recommends
Non-Staff Name and Title of Presenters:	N/A
Summary:	The applicant request a rezoning of approximately 16.21 acres from Residential 1 (R-1) to Planned Development Housing 16 (PDH-16) with proffers to allow for 23 age-restricted single family detached units, 18 age-restricted single family attached units and 215 age-restricted multifamily units in the project known as Winding Creek. The property is located at 10300 and 10316 Courthouse Road which is on the north side of Courthouse Road (Route 208) approximately 1,788 feet west of the Courthouse Road (Route 208) and Leavells Road (Route 639) intersection and approximately 2,200 feet east of the intersection of Courthouse Road (Route 208) and Breckenridge Drive (Route 2325).
Committee/Commission Summary:	Planning Commission
Review Date:	May 15, 2019
Status:	Denied
Financial Impact:	Staff ran an analysis of the project using the County's Fiscal Model and the project showed a positive

	impact.
Staff Contacts:	B. Leon Hughes, AICP Deputy Director of Planning and Zoning
Legal Counsel:	Alexandra Spualding, Senior Assistant County Attorney
Additional Background/Other Considerations:	N/A
Consequence of Denial/Inaction:	The subject parcels may be developed with 9 single family lots under with the current R-1 zoning.
Talking Points:	N/A

ATTACHMENTS:

File Name	Description	Type
Winding_Creek_PP2.pdf	Presentation	Presentation
Staff_Repot_Revised_11_27.docx.pdf	Staff Report	Staff Report
Updated_App_Packet.pdf	Application	Backup Material
Jan_2019_GDP_Narrative_-_Winding_Creek.pdf	Applicant's GDP Narrative	Backup Material
U_Proffers.pdf	Applicant's Proffer Statment	Agreement
GDP_WINDING_CREEK_SUB_9_022219_rev.pdf	Applicant's Generalized Development Plan	GDP
Winding_Creek_549_Proffer_Updated_Analysis.PDF	Applicant's Proffer Analysis	Backup Material
Winding_Creek_Fiscal_Impact_Analysis_(01-16-2019).PDF	Applicant's Fiscal Impact Analysis	Backup Material
Updated_Zoning35-A-8.jpg	Zoninig Map	Maps
Citizen_comment_against_-_Alison_Gauch_Hieber.pdf	Citizen Correspondence	Backup Material
Citizen_Correspondence_2.pdf	Citizen Correspondence 2	Letter
Petition_-_Opposition.pdf	Petition	Letter
Planning_Commission_Minutes_19_0515.pdf	Planning Commission Minutes	Minutes
Ad_for_Novus__Winding_Creek.pdf	PH- Ad	Backup Material
Draft_Denial_Resolution-_Winding_Creek.pdf	Denail Resolution	Resolution
Draft_Ordinance-__Winding_Creek.pdf	Draft Ordinance	Ordinance
McGuire_Woods_letter_to_LH_re_access_to_parcel.pdf	McGuire Woods Letter	Backup Material

R18-0008

Board of Supervisors

December 10, 2019

Winding Creek

Rezoning Request:

- Request the rezoning of approximately 16.21 acres from Residential 1 (R-1) to Planned Development Housing 16 (PDH-16) with proffers to allow for 22 age-restricted single family detached units, 18 age-restricted single family attached units and 215 age-restricted multifamily units.

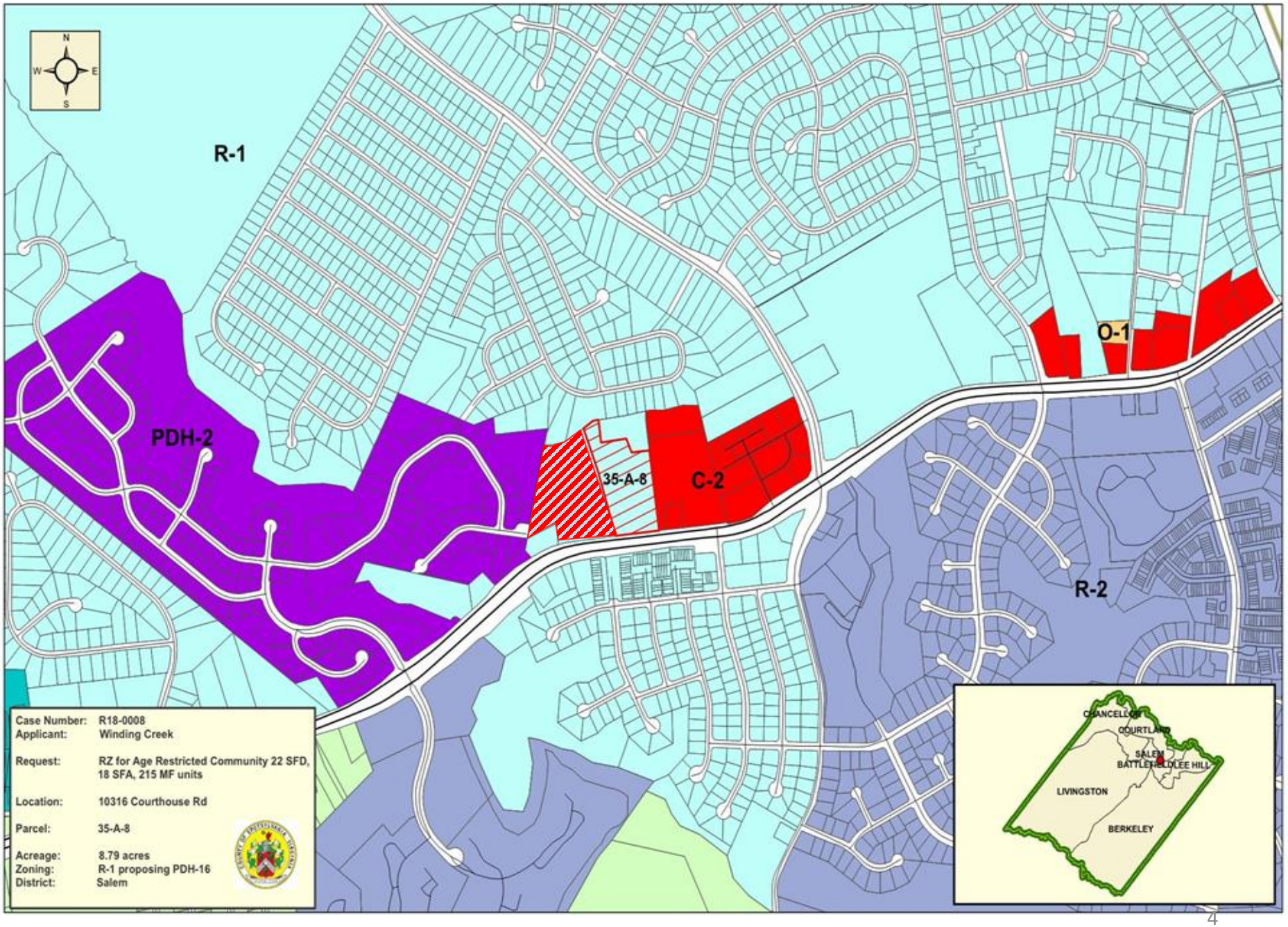
- The subject parcels are 35-A-8A and 35-A-9.

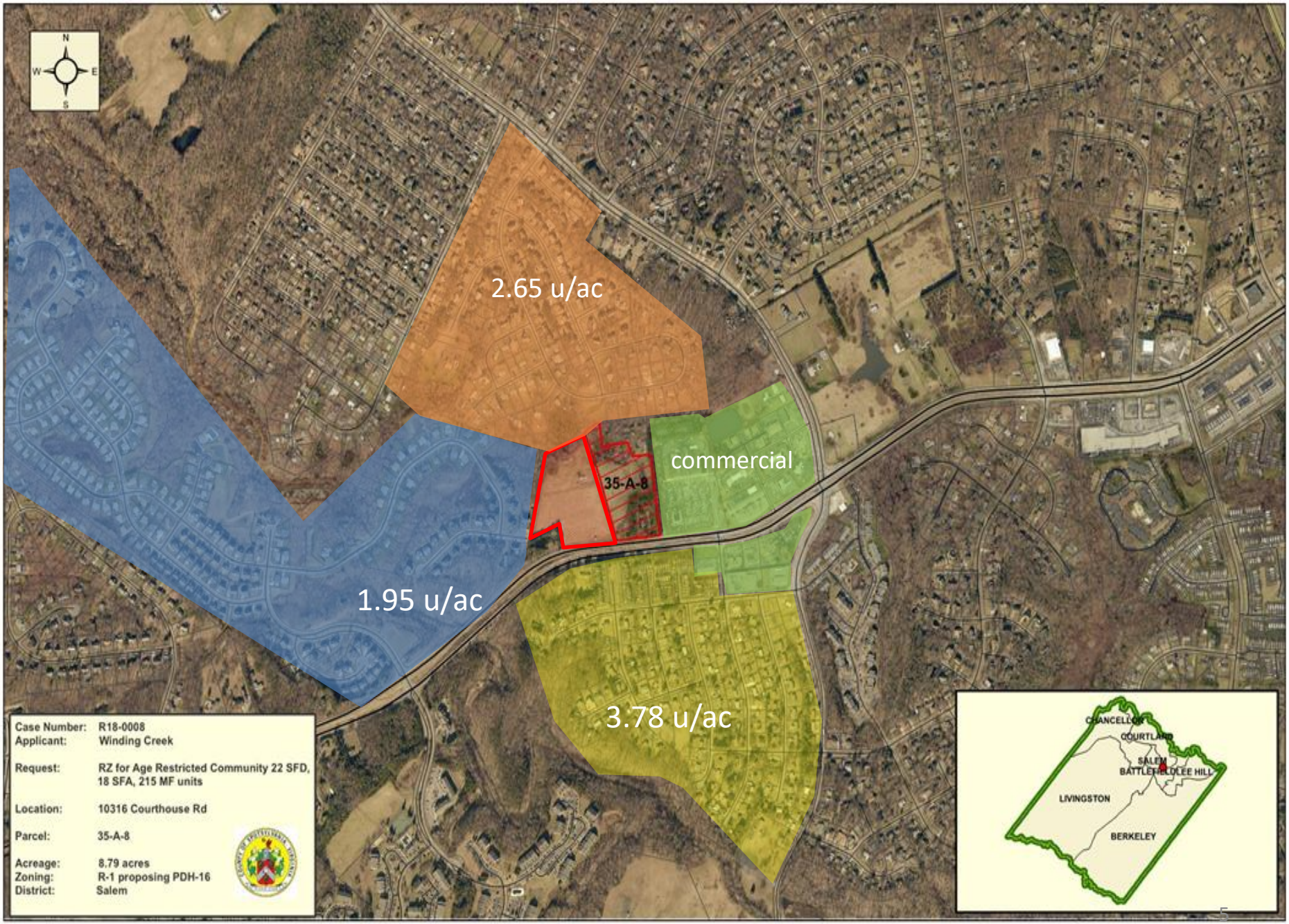
- The property is located at 10300 and 10316 Courthouse Road on the north side of Courthouse Road (Route 208) between the Hilltop Shopping Center and the Hills of Breckenridge .

Recommendation:

- Planning Commission voted 6-1 to recommend Denial

- Staff recommends that the Board approve Ordinance No. RO18-0008 including the proffers


N
W
E
S
R-1
PDH-2
35-A-8
C-2
O-1
R-2
Case Number: R18-0008
Applicant: Winding Creek
Request: RZ for Age Restricted Community 22 SFD, 18 SFA, 215 MF units
Location: 10316 Courthouse Rd
Parcel: 35-A-8
Acreage: 8.79 acres
Zoning: R-1 proposing PDH-16
District: Salem
CHANCELLOR
COURTLAND
SALEM
BATTLEFIELD
LEE HILL
LIVINGSTON
BERKELEY


N
W
E
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2.65 u/ac
commercial
35-A-8
1.95 u/ac
3.78 u/ac
Case Number: R18-0008
Applicant: Winding Creek
Request: RZ for Age Restricted Community 22 SFD, 18 SFA, 215 MF units
Location: 10316 Courthouse Rd
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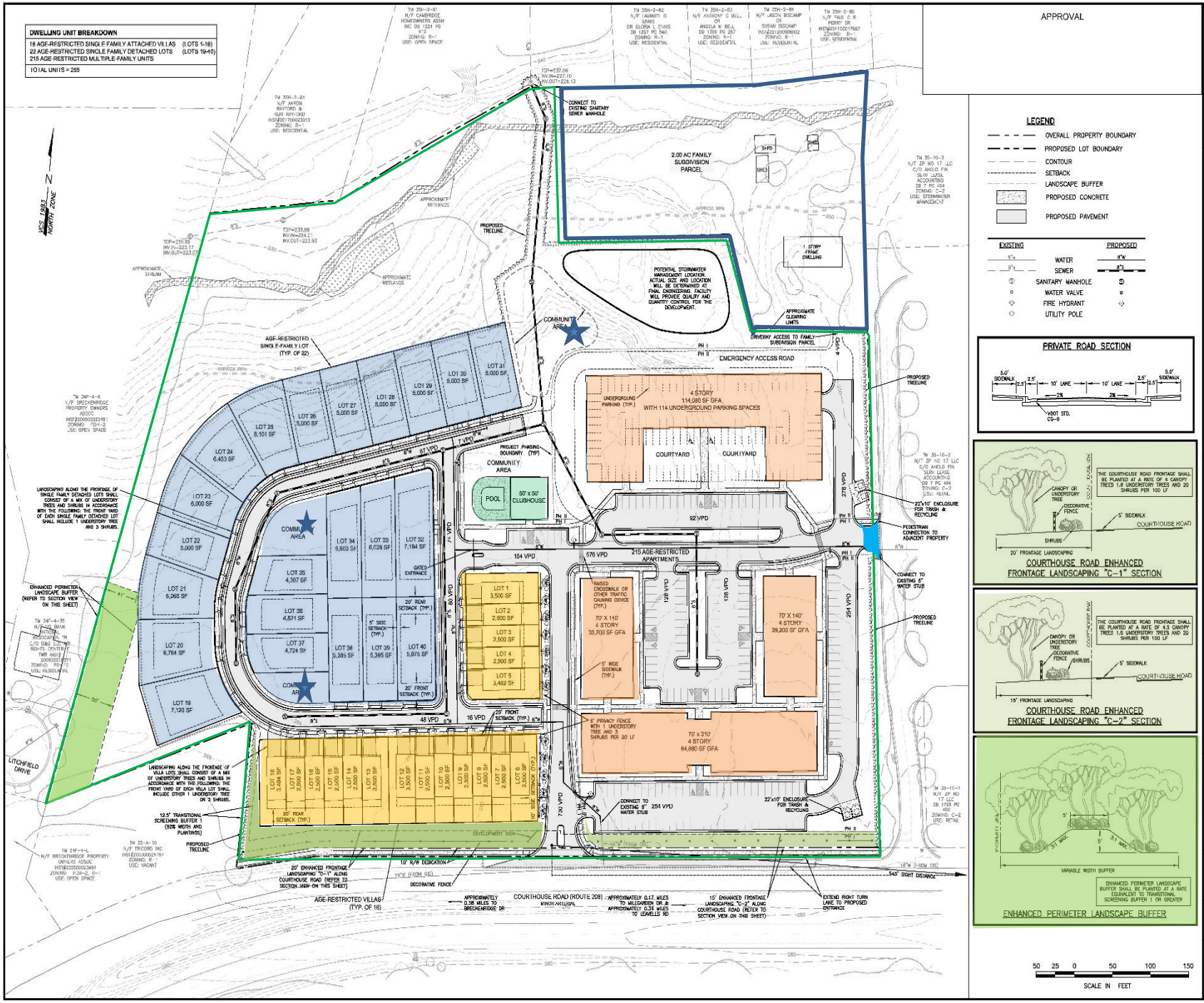
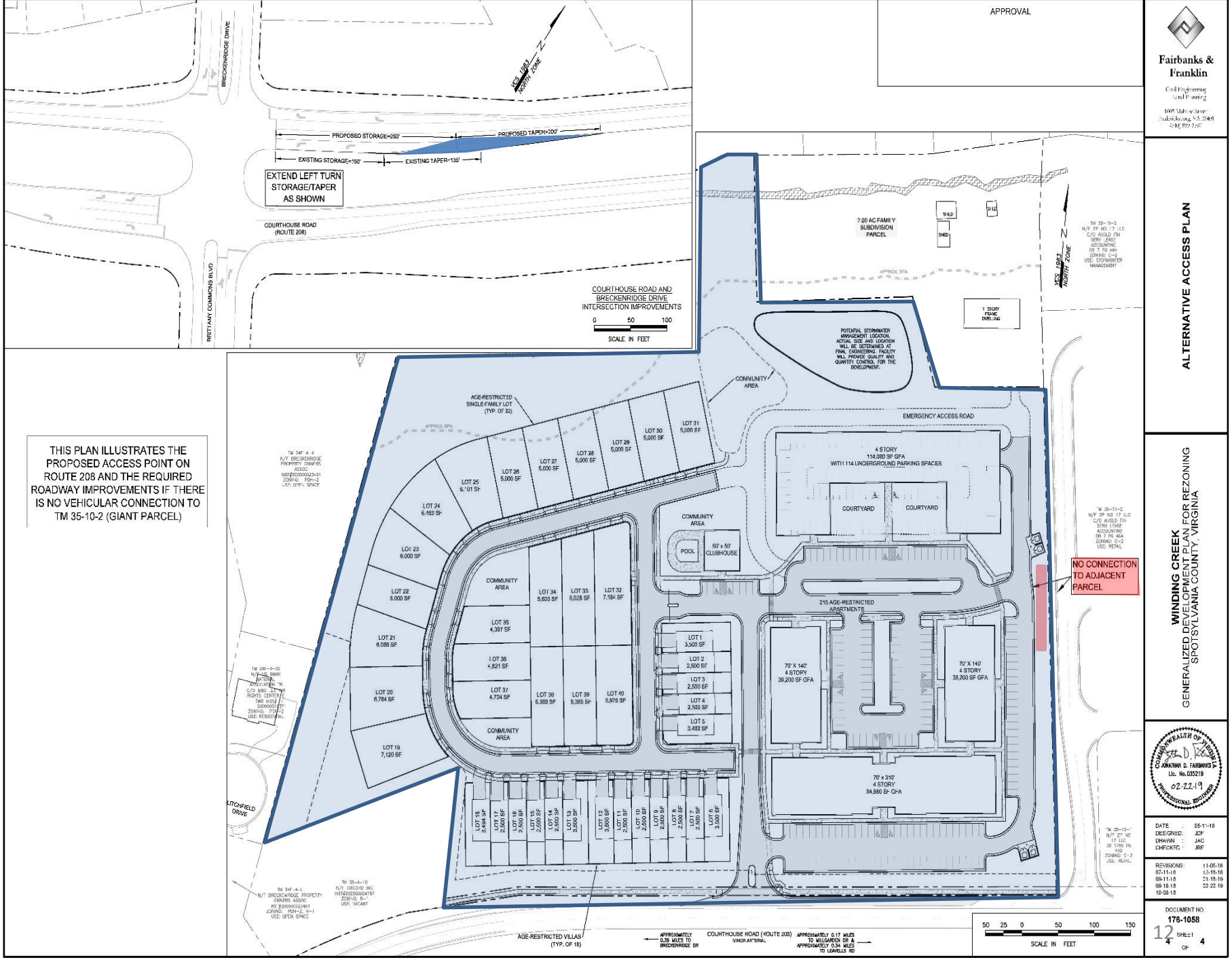
Acreage: 8.79 acres
Zoning: R-1 proposing PDH-16
District: Salem
CHANCELLOR
COURTLAND
SALEM
BATTLEFIELD
LEE HILL
LIVINGSTON
BERKELEY

SPEED LIMIT 50
SPEED LIMIT 50
UNDER CONTRACT
COLDWELL BANKER
ELITE
733-2600
(540) 408-4561
RAPIDAN Plumbing

Shopping Center
Millgarden Dr
NEXT SIGNAL

HONEST-1
AUTO CARE


DWELLING UNIT BREAKDOWN
16 AGE-RESTRICTED SINGLE FAMILY ATTACHED VILLAS (LOTS 1-16)
22 AGE-RESTRICTED SINGLE FAMILY DETACHED LOTS (LOTS 19-40)
215 AGE-RESTRICTED MULTIPLE-FAMILY UNITS
TOTAL UNITS = 255
APPROVAL
LEGEND
OVERALL PROPERTY BOUNDARY
PROPOSED LOT BOUNDARY
CONTOUR
SETBACK
LANDSCAPE BUFFER
PROPOSED CONCRETE
PROPOSED PAVEMENT
EXISTING
PROPOSED
WATER
SEWER
SANITARY MANHOLE
WATER VALVE
FIRE HYDRANT
UTILITY POLE
PRIVATE ROAD SECTION
5.0' SIDEWALK
2.5'
10' LANE
10' LANE
2.5'
5.0' SIDEWALK
2%
2%
VDOT STD. CG-6
COURTHOUSE ROAD ENHANCED FRONTAGE LANDSCAPING "C-1" SECTION
THE COURTHOUSE ROAD FRONTAGE SHALL BE PLANTED AT A RATE OF 4 CANOPY TREES 1.8 UNDERSTORY TREES AND 20 SHRUBS PER 100 LF
CANOPY OR UNDERSTORY TREE
DECORATIVE FENCE
5' SIDEWALK
COURTHOUSE ROAD
SHRUBS
20' FRONTAGE LANDSCAPING
COURTHOUSE ROAD ENHANCED FRONTAGE LANDSCAPING "C-2" SECTION
THE COURTHOUSE ROAD FRONTAGE SHALL BE PLANTED AT A RATE OF 4.3 CANOPY TREES 1.8 UNDERSTORY TREES AND 20 SHRUBS PER 100 LF
CANOPY OR UNDERSTORY TREE
DECORATIVE FENCE
SHRUBS
5' SIDEWALK
COURTHOUSE ROAD
15' FRONTAGE LANDSCAPING
ENHANCED PERIMETER LANDSCAPE BUFFER
ENHANCED PERIMETER LANDSCAPE BUFFER SHALL BE PLANTED AT A RATE EQUIVALENT TO TRANSITIONAL SCREENING BUFFER 1 OR GREATER
VARIABLE WIDTH BUFFER
50 25 0 50 100 150
SCALE IN FEET
Fairbanks & Franklin
Civil Engineering
Land Planning
GENERALIZED DEVELOPMENT PLAN
WINDING CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA
COMMONWEALTH OF VIRGINIA
JONATHAN D. FAIRBANKS
Lic. No. 035219
PROFESSIONAL ENGINEER
02-22-19
DATE: 05-11-18
DESIGNED: JDF
DRAWN: JAG
CHECKED: JRF
REVISIONS:
07-11-18
09-18-18
10-08-18
11-05-18
12-18-18
01-15-19
02-22-19
DOCUMENT NO. 176-1058
SHEET 3 OF 4



THIS PLAN ILLUSTRATES THE PROPOSED ACCESS POINT ON ROUTE 208 AND THE REQUIRED ROADWAY IMPROVEMENTS IF THERE IS NO VEHICULAR CONNECTION TO TM 35-10-2 (GIANT PARCEL)

Fairbanks & Franklin
Civil Engineering
Land Planning
1005 Midvale Street
Fredericksburg, VA 22401
(540) 899-9300

ALTERNATIVE ACCESS PLAN

WINDING CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA

COMMONWEALTH OF VIRGINIA
JONATHAN D. FAIRBANKS
Lic. No. 035219
02-22-19
PROFESSIONAL ENGINEER

DATE:	05-1-18
DESIGNED:	JDF
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CHECKED:	JRF

REVISIONS:	11-05-18
07-11-18	12-18-18
09-11-18	21-18-19
09-18-18	22-22-19
10-08-18	

DOCUMENT NO.
176-1058

SHEET 4 OF 4

Transportation Analysis

- Currently the project will have a single access to Courthouse Rd. with 1,059 additional daily trips.

- Traffic Counts:
  - Courthouse Road 33,800 vehicles per day

- Currently during A.M. & P.M. peak hrs. the Breckenridge Courthouse Rd. intersection operates at a levels of service (C) & (B).

Comprehensive Plan Analysis

Consistent:

Land Use

✓Transitions

Public Facilities

✓Sheriff

✓Water/Sewer

✓Solid Waste

✓Parks and Rec

✓Library Facilities

✓Schools

Inconsistent:

X Density

Proffers Analysis:

- Development in Conformance with the Generalized Development Plan.
- Use of property limited to 255 age restricted units.
- Dedication of right of way along Rt. 208 for future road improvements.
- The applicant has proffered contributions to offset the impact of the project on capital facilities of $161.25per lot.

Fiscal Impact Analysis

- The applicant provided a Fiscal Impact Analysis (FIA) based on total market value of the project and personal property tax which asserts Winding Creek will have positive annual revenues of $656,712 at full build out.

- Staff completed a separate fiscal impact analysis utilizing the County's model with an assessed value of $220,098. Based on this average assessed value the County's model projects that the project will have a positive annual fiscal impact of $145,709.

Key Findings:

In Favor:

1. The Winding Creek proposal is generally consistent with the Comprehensive Plan with respect to the Guiding Principles and Policies of Spotsylvania County being a family friendly community.

2. The proposal is consistent with the intent of the Primary Development Boundary and provides appropriate transition from the neighborhood commercial development.

3. The proposal limits impact on the surrounding area with the layout that provides a vegetative transitions between uses.

4. The proposal will not decrease the Levels of Service on the transportation network at full buildout.

5. The applicant has proffered a cash contribution of $25,323 to mitigate capital facility impact and the County's fiscal model projects a positive fiscal impact of $145,709 annually at full buildout.

Key Findings:

Findings Against:

1. The absence of an agreement to allow access to the Hilltop/Giant Shopping center will require the traffic from Winding Creek to use a u-turning movement to go west on Courthouse Road (Route 208).

2. The Fire Chief provided data based on 2018 calls for service to similar age-restricted apartment communities and the data indicates that age restricted apartments have a higher call volume.

3. The proposed density of 16 units per acre exceeds the Low Density Residential guideline noted for the area on the Future Land Use Map.

Recommendation:

- On balance, the proposal is consistent with County's Comprehensive Plan goals and policies.
- The proposal complements the nearby commercial development and offers a transition between the more intense commercial uses and existing residential development.
- This location adjacent to neighborhood commercial uses will create opportunity for reduced vehicle trips by being a walkable community.
- Based on findings in favor and the proposal's consistency with the Comprehensive Plan staff recommends approval of RO18-0008.

County of Spotsylvania
Department of Planning
Staff Report

Rezoning # R18-0008 (RO18-0008)
(Salem Voting District)

Board of Supervisors
December 10, 2019

Planning Commission Recommendation:	Denial 6-1
Staff Recommendation:	Approval with proffers dated March 11, 2019
Project:	R18-0008 (RO18-0008) Winding Creek
Owner/Applicant:	Carlton D. Flippo & Donna L. Curtis/ ATFD, LLC
Request:	The applicant requests a rezoning of approximately 16.21 acres from Residential 1 (R-1) to Planned Development Housing 16 (PDH-16) with proffers to allow for 22 age-restricted single family detached units, 18 age-restricted single family attached units and 215 age-restricted multifamily units in the project known as Winding Creek.
Tax Map Parcel(s):	35-A-8A and 35-A-9
Location:	The property is located at 10300 and 10316 Courthouse Road which is on the north side of Courthouse Road (Route 208) approximately 1,788 feet west of the Courthouse Road (Route 208) and Leavells Road (Route 639) intersection and approximately 2,200 feet east of the intersection of Courthouse Road (Route 208) and Breckenridge Drive (Route 2325).
Zoning Overlay:	Highway Corridor Overlay District
Future Land Use Designation:	Low Density Residential
Historic Resources:	The property is located within areas associated with the Chancellorsville Battlefield.
Date Application Deemed Complete:	May 24, 2018

Community Meeting: A community meeting was held on February 22, 2018 to discuss the proposed rezoning. Concerns raised at the meeting primarily related to increased traffic generated by the development and the potential impacts on property values.

Figure 1: Zoning Map

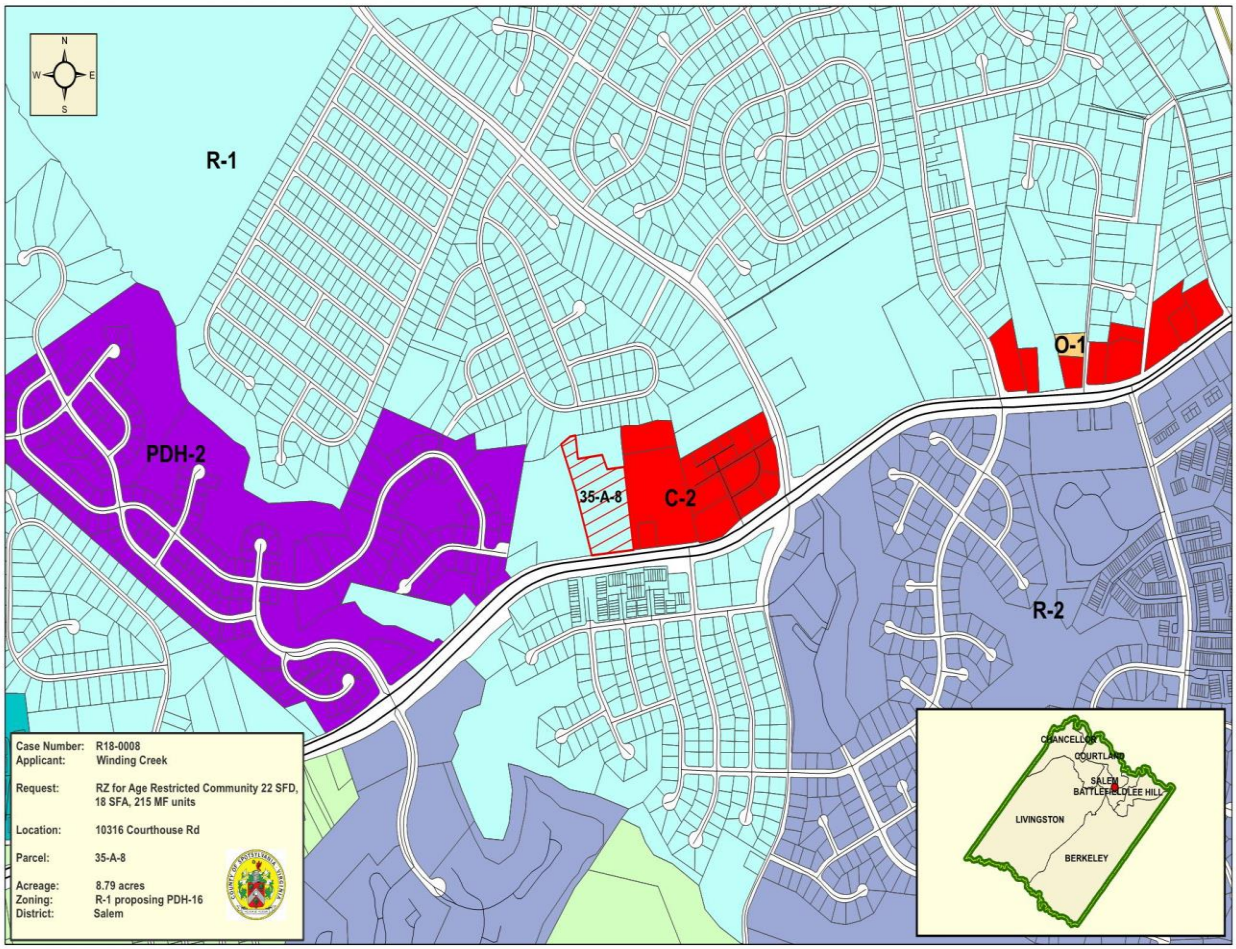

Figure 2: Aerial Map (2017)

I. The Site

The properties subject to the rezoning request are located at 10300 and 10316 Courthouse Road which is directly adjacent to the Giant Hilltop Shopping Center. The properties combined total approximately 16 acres and both are currently zoned Residential 1 (R-1). The total by right development potential for the properties under the existing zoning is 9 single family detached lots. The properties include two existing residential dwellings and one mobile home on predominately cleared land with some existing tree vegetation along the north, east, west perimeter property lines and the southeast corner. Bordering the properties to the north is the Cambridge subdivision, to the east is the Giant store and Hilltop Shopping Center, to the south is Courthouse Road and the Mill Garden Townhomes and to the west is the Breckenridge subdivision (Please see Page 2, Figure 2: Aerial Map). The properties are located within the County's Primary Development Boundary which includes areas intended to develop with higher residential densities and more intensive non-residential uses than outside of the boundary. The properties are both designated

on the Comprehensive Plan's Future Land Use Map for Low Density Residential development which supports single family attached and detached residences typical in a suburban area with an overall density as high as four units per acre. The development pattern in the immediate area is Commercial and Low Density Residential. The future land use designations in the Comprehensive Plan for this area are generally reflective of existing zoning and the commercial node immediately adjacent and to the east.

II. Project Proposal

The applicant is the contract purchaser of the property and requests to rezone 16 acres from Residential 1 (R-1) to Planned Development Housing District 16 (PDH-16). The proposal includes the removal of the mobile home and one of the existing residential dwellings which is located closest to Courthouse Road. The residential dwelling located on the rear portion of the property is to remain on a two (2) acre parcel and the remainder of the property is to be developed. The proposed development is known as Winding Creek and will include 22 age-restricted single family detached units, 18 age-restricted single family attached (villa style) units and 215 age-restricted multifamily units contained within four 4-story buildings. With a total of 255 units, the proposed project density for Winding Creek is 16 units per acre. Considering the adjacent commercial development, the Comprehensive Plan would be supportive of either a residential or commercial development in this location. While the proposed development exceeds the Low Density Residential standard of 4 units per acre, the proposal incorporates a higher density adjacent to the existing commercial development and this creates a transition to the Breckenridge development. See details below in Section A, Generalized Development Plan on how the transition is accomplished with the layout of more intense uses adjacent to one another.

A. Generalized Development Plan (GDP) – The Winding Creek development consists of four 4-story buildings housing a total of 215 age-restricted multifamily units along the eastern portion of the site adjacent to the Hilltop/Giant Shopping Center. The western portion of the site consists of 18 age-restricted villas and 22 age-restricted detached units. The eastern and western portions of the site are separated by an access road which extends north from Courthouse Road. The Courthouse Road access will be a right in/right out entrance design. An existing acceleration lane from the Hilltop/Giant's western access point will be extended to the Winding Creek entrance to create a right turn lane into the development. An option for a second point of access is shown with an inter parcel connection to the Giant site, which will allow Winding Creek traffic to access the traffic signal at Mill Garden Drive. At this time, authority to create the inter parcel connection to the Giant site is not finalized. Should the applicant be unable to acquire access through the Giant site, the applicant will defer to the Alternative Access Plan, identified on sheet 4 of the GDP which provides only a right in right out access on Courthouse Road and also extends the left turn lane at the Brittany Commons Blvd./Breckenridge signalized intersection. The improvement would extend the existing left turn storage lane from 150' to 250' and the existing taper from 135' to 200'. Consistent with Code requirements a 5' sidewalk is provided along the frontage of the project. Additionally, an enhanced landscaped street buffer including plantings and decorative fencing exceeding minimum Code requirements is provided along the project site frontage and extends internally along the main access road. The proposed detached units are on the perimeter of the development adjacent to the Breckenridge subdivision. During the

community meeting concerns were raised related to the proposed density of the development and potential connections to the Breckenridge development. The layout intentionally utilizes the proposed detached units as a transition to attached and multifamily components of the development. Additionally, the applicant is providing a 50' buffer between the proposed detached units and the Breckenridge detached dwellings which consists of a 5' landscaped berm. Further, no connection is proposed from the Winding Creek development to the Breckenridge community. Private streets will be provided within the development and maintained by the home owner's association. The development will connect to public water and sewer and all storm water management will be contained and treated on site with the engineering details to be finalized during the site plan review process.

B. Fiscal Impact Analysis – Winding Creek will be a market rate project identified by the applicant's narrative with an average unit sales price of between $350,000 and $425,000 per single family detached unit, and between $275,000 and $325,000 per single family attached villa. The multifamily units will be a mix of for sale condominium and for rent apartment units with the average sales price for the condominium units between $300,000 and $350,000. The applicant provided a Fiscal Impact Analysis (FIA) based on total market value of the project and estimated assessed values which asserts Winding Creek will generate a total real property tax revenue of $433,804 annually and an estimated personal property tax of $222,908 annually at full build out. Staff completed a separate analysis utilizing the County's model with an assumed average assessed value of both the single family detached and single family attached of $220,098. The County model projects a positive annual fiscal impact of $145,709.

C. Proffer Statement Summary – The applicant has provided a proffer statement dated March 11, 2019 for the Planning Commission and Board of Supervisors' consideration. Staff evaluated the proffers according to the parameters established in VA Code Section 15.2-2303.4, consistency with Comprehensive Plan Levels of Service and identified projects within the County's FY 2019 – FY 2023 Capital Improvements Plan (CIP). Below is an itemized list of the submitted proffers including a summary and staff's analysis in italics.

1. **General Development** – The applicant commits to develop the property in conformance with the Generalized Development Plan (GDP) last revised February 22, 2019. Minor modifications may be made in order to address engineering/design requirements to fulfill Federal, State, and local requirements.

   Staff is supportive of the language as proposed as this is an "onsite proffer" which addresses the impacts within the boundaries of the property to be developed.

2. **Use** – The applicant commits the property shall be developed for no more than 22 age-restricted single family detached homes, 18 age-restricted single family attached villas and four 4-story multifamily buildings containing a total of 215 age-restricted units. Further the property shall not be developed for any secondary uses allowed under the PDH-16 District.

Staff is supportive of the language as proposed as this is an "onsite proffer" which addresses the impacts within the boundaries of the property to be developed. The prohibition of any Secondary uses permitted in the PDH District will require a proffer amendment for any commercial development to occur on the site.

3. **Age-Restricted Covenants –** The applicant commits the units constructed on the property will be age restricted and qualify as "housing for older persons" in accordance with the Code of Virginia. The applicant will encumber the property with restrictive covenants that define the qualification for initial and subsequent occupancy of the units, which will be that at least one person in the household must be 55 years or older. Additionally, a covenant shall prohibit any resident 18 years or younger from residing in any unit for a period of time exceeding 30 days within a six (6) month period unless that person is physically or mentally disabled and the child of an age-restricted occupant.

   Staff is supportive of the language as proposed as this is an "onsite proffer" which addresses the impacts within the boundaries of the property to be developed. The proffered age restriction limits the project's impacts to transportation and school facilities.

4. **Covenants** – The applicant will encumber the property with a declaration of conditions and covenants, restrictions and easements and establish a homeowner's association. The homeowner's association will be responsible for the maintenance of all fencing, landscaping, on-site amenities, storm water management facilities and common areas.

   Staff is supportive of the language as proposed as this is an "onsite proffer" which addresses the impacts within the boundaries of the property to be developed.

5. **Transportation** – The applicant commits to dedicate right of way along Courthouse Road as identified on the GDP. Further, the applicant identifies two access options defining the preferred option which is Option #1 and shown on sheet 3 of the GDP. Option #1 includes a right in/right out entrance design on Courthouse Road with a vehicular connection to the Hilltop/Giant parcel which allows eastbound traffic to access the signalized intersection at Mill Garden Drive and Courthouse Road. Option #2 is the alternative, which provides only a right in/right out entrance on Courthouse road in which eastbound traffic will initially head west to the light at Breckenridge Drive and make a U-turn at the light to head east on Courthouse Road as shown on sheet 4 of the GDP. Option #2 will only be utilized if access to the Hilltop/Giant parcel cannot be obtained prior to development of the project. Should Option #2 (alternative access) be utilized, then the left turn lane at the Brittany Commons Blvd./Breckenridge signalized intersection will be extended to provide a total of 250' of storage and 200' of taper.

   Staff is supportive of the language as proposed as this is an "onsite proffer" which addresses the impacts within the boundaries of the property to be developed. The TIS conducted by the applicant indicates that the Option 2 will not have a negative impact on the transportation network.

6. **Open Space** – Approximately 7.56 acres of the property will be retained as open space for storm water management facilities and preservation of certain natural areas. All open space will be owned and maintained by the homeowner's association.

The minimum required amount of open space for the PDH-16 District is 45% of the project gross acreage which in the case would be 7.21 acres. The applicant is providing slightly more than the required amount with 7.56 acres of open space thereby preserving existing vegetation and natural buffers to the adjacent residential developments to the north and west. The retention of open space is consistent with Comprehensive Plan goals related to preservative of natural and historic resources. Staff is supportive of the language as proposed as this is an "onsite proffer" which addresses the impacts within the boundaries of the property to be developed.

7. **Cash Proffers and Escalation/De-Escalation Clause** – The applicant has committed to pay a total cash contribution of $25,323.00 ($102.94 per unit above by right) in order to mitigate the project's impact on Public Safety and Parks and Recreation. Additionally, the cash proffer will be adjusted annually to reflect any increase or decrease for the preceding year in the 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 <u>and</u> if the development impacts capacity and levels of service <u>and</u> if the development will receive a material benefit from the proffer made.

The Winding Creek project will generate additional demands on Public Safety and there is a capacity shortage at F&R Station 4 which will serve this development. A Fire Training & Logistics Center is identified in the CIP that will serve the County as a whole and for which a capacity need exists. In order to determine the impact of the Winding Creek project, staff calculated the County's population inclusive of the projected project population in order to determine the per capita costs associated with the Fire Training & Logistics Center project. The applicant has proffered to contribute $48.29 per capita for public safety which is reasonable and legally acceptable based on staff's analysis.

Additionally, the Winding Creek project will have an impact on Parks and Recreation facilities for which capacity needs exist as identified by Level of Service Standards in the Public Facilities Element of the Comprehensive Plan and for which there are capital projects identified in the CIP. These facilities include the Marshall Center Auditorium Upgrades, Ni River Park, Belmont - Passive Park and the Livingston Community Center. In order to determine the impact of the Winding Creek project on Parks and Recreation that is specifically attributable to the new residential development, staff calculated the County's population inclusive of the projected population in order to determine the per capita costs associated with this public facility. Staff calculated the project's expected impact based on current capacity of the Parks and Recreation facilities and the Level of Service Standards identified in the County's Comprehensive Plan. The applicant has

proffered to contribute $54.65 per capita for Parks and Recreation which is reasonable and legally acceptable based on staff's analysis.

III. Staff Analysis

A. Transportation Analysis –The Courthouse Road access will be a right in/right out entrance design. An existing acceleration lane from the Hilltop Giant's western access point will be extended to the Winding Creek entrance to create a right turn lane into the development. A second point of access is proposed with an inter parcel connection to the Giant site, which will allow Winding Creek traffic to access the traffic signal at Mill Garden Drive. At this time, authority to create the inter parcel connection to the Giant site is not finalized. Should the applicant be unable to acquire access through the Giant site, the applicant will defer to the Alternative Access Plan, identified on sheet 4 of the GDP which provides only a right in right out access on Courthouse Road and also extends the left turn lane at the Brittany Commons Blvd./Breckenridge signalized intersection. The improvement would extend the existing left turn storage lane from 150' to 250' and the existing taper from 135' to 200'. Currently Courthouse Road carries 28,000 vehicles-per-day and operates at a Level of Service C. Concerns raised by the community primarily focused on safety at the Brittany Commons Blvd./Breckenridge intersection and the number of crashes. The intersection currently operates at a Level of Service "C" in the AM Peak Period and "B" in the PM Peak Period. Data obtained from the Spotsylvania County's Sheriff's Office notes during a two-year period from 2017-2018 there was a total of 26 crashes, of the total number of crashes, (14) involved property damage and the other (13) crashes involved personal injury and property damage.

The development will generate approximately 1,059 daily trips with 59 additional AM peak hour trips and 73 PM peak hour trips. The applicant conducted a Traffic Impact study that included an analysis of the impact Winding Creek will have on the intersection of Courthouse Road (Route 208) and Breckenridge Drive (Route 2325). The analysis indicates the intersection will function at acceptable levels of service with the extension of the westbound left turn lane at the intersection. With or without a connection to Millgarden Drive this intersection will continue to operate at an overall LoS C. The extension of the westbound left turn lane and taper is needed at the intersection of Brittany Commons/Breckenridge Drive in order for that intersection to properly handle the additional traffic from the proposed development without a connection to Millgarden Drive.

B. Comprehensive Plan – Below is a summary of the Winding Creek's impact on each component of the Comprehensive Plan. A complete Comprehensive Plan Analysis can be found in Appendix A.

1. Land Use – The Winding Creek proposal is within an area of the County designated for low density residential and directly adjacent to commercial development on Courthouse Road (Route 208). A low density residential land use designation typically includes single family detached and attached housing typical in a suburban area with

densities as high as four units per acre. The adjacent development, Breckenridge is zoned Planned Development Housing 2 (PDH-2) which is reflective of a low density residential development with a density of two (2) units per acre. The applicant's proposal is a total of 255 units (22 detached, 18 attached and 215 multifamily) with a total project density of 16 units per acre. Considering the adjacent commercial development, the Comprehensive Plan Land Use Element would be supportive of either a residential or commercial type development in this location as land use designations are not intended to be parcel specific. While the proposed development exceeds the Low Density Residential standard of 4 units per acre, the proposal incorporates the higher density more intense use adjacent to the existing commercial development and creates a transition to the Breckenridge development. The four 4-story multifamily buildings, which are the most intense component of the proposal, are located directly adjacent to the existing commercial development. From that point the Winding Creek development scales down the intensity to the attached villas placed centrally within the development and further scales down the intensity to the detached units adjacent to the Breckenridge subdivision. The Winding Creek detached lots are less than half the size of the Breckenridge detached lots; however, there is only one Breckenridge residential lot that is directly adjacent to the proposed Winding Creek as it is located on the end of a cul-de-sac (Litchfield Drive). The remaining adjacent Breckenridge property is open space. With that in mind, a 50' wide buffer is provided between the proposed Winding Creek detached lots and the one Breckenridge lot including a 5' landscaped berm. While the proposed density exceeds the 4 units per acre contemplated for the Low Density Residential designation, staff is supportive of the proposal based on the scaled intensity of the layout which creates an appropriate transition between the existing commercial and the existing residential developments.

2. **Transportation** – At build-out the Winding Creek development is expected to generate 59 additional vehicle trips during the AM Peak and 73 vehicle trips during the PM Peak Per Day (VPD) and will not negatively impact the existing level of service.

3. **Public Facilities**

   a) **Public Schools** – The Winding Creek development will be age-restricted with no expected impacts to public schools.

   b) **Fire, Rescue, and Emergency Services (FREM)** – The Winding Creek development is projected to generate 21 FREM calls annually based on a per capita calculation for calls for service and will be served by F&R Station 4, which is located three and a half (3.5) miles from the project. F&R Station 4 maximum call capacity is 2,500 and the FY2018 call volume was 4,298, indicating it is currently over capacity per the Comprehensive Plan's goal of a maximum call capacity of 2,500 per station. For purposes of the Public Facilities Plan, the primary Level of Service indicator is response time which is driven by station location, equipment availability, and staffing levels. While the Level of Service goal is to achieve a 1:11,000 ratio of stations per capita, the County's current ratio is 1: 12,000. Consistent with the Code of Virginia, Sec. 15.2-2303.4, the applicant has proffered a cash contribution to

offset the impact of their development on a County-wide facility for Fire, Rescue, and Emergency Services. Please refer to Section II.C.7 for a complete summary and analysis of the proffered cash contribution. Please refer to Appendix B-Approved Development Analysis to see the cumulative impact to Fire, Rescue and Emergency Services based on the per capita calculation for the entire project. The Fire Chief has provided some data on calls for service to age restricted apartment communities in Spotsylvania County and notes that an average of calls from 5 similar communities produce 0.73 calls per unit which potentially could total 157 calls annually. apartment units have the potential for a higher call volume. He notes that the apartment facilities generally have older residents that may live alone which could contribute to a higher number of calls.

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 Winding Creek development is approximately three (3) miles away from the Chancellor Convenience Center consistent with this requirement. The Livingston Landfill has capacity to remain open until approximately 2083-2085 and is projected to accommodate additional residential development based on population projections. Consistent with the Code of Virginia, Sec. 15.2-2303.4, the applicant has not offered any proffer to offset the impact of their development on Solid Waste Collection. Solid Waste Collection & Disposal does not meet the definition of "public facility" as defined in the Virginia Code and would therefore be deemed "unreasonable" for the applicant to provide any mitigation.

e) Water and Sewer Facilities – The Winding Creek development is located within the Primary Development Boundary and will be served by public water and sewer with existing connections in close proximity to 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 10-15-minute drive within the Primary Development Boundary. The Winding Creek development is an approximate eight (8) minute drive (3.9 miles) from the Central Rappahannock Regional Library and an approximate 15minute drive (6.3 miles) from the satellite library within the Spotsylvania Town Centre, both of which fall within the acceptable range. Consistent with the Code of Virginia, Sec. 15.2-2303.4, the applicant has not offered any proffer to offset the impact of their development on Libraries. Library facilities

do not meet the definition of "public facility" as defined in the Virginia Code and would therefore be deemed "unreasonable" for the applicant to provide any mitigation.

g) Parks and Recreation Facilities – The Public Facilities Plan sets out a Level of Service standard for parks, open space and recreation facilities per capita. Currently the County is not meeting the identified ratio standards for 11 out of 13 recreation services including multi-purpose fields, tennis courts, playgrounds, horseshoes, community centers, swimming pools, indoor recreation centers, trails, passive recreation space, golf and public meeting space. The projected population for the Winding Creek development will have an impact on these facilities. Consistent with the Code of Virginia, Sec. 15.2-2303.4, the applicant has proffered a cash contribution to offset the impact of their development on Parks and Recreation Facilities. Please refer to Section II.C.6 for the complete summary and analysis of the cash contribution.

4. Historic Resources – The Winding Creek development is not expected to have any negative impacts on significant natural, historic, and cultural resources. While the site falls within the Chancellorsville Battlefield area (DHR ID 088-5180) the site has been previously cleared and disturbed and the surrounding development patterns have significantly altered the historic context of the area.

5. Natural Resources – The Planned Development Housing District 16 (PDH-16) zoning district requires a minimum 45% (7.21 acres) open space of gross area and the project proposal exceeds this with 47.18% (7.56 acres) open space identified on the GDP. There are resource protection areas and wetlands onsite which are predominately contained within the open space but for a small portion of RPA which runs along the rear portion lots 26, 27, 28 and 29. The majority of the open space areas are reserved for buffering and passive recreation opportunities.

IV. Findings

In Favor:

A. The Winding Creek proposal is generally consistent with the Comprehensive Plan with respect to the Guiding Principles and Policies of Spotsylvania County being a family friendly community. The proposal comports with this idea by providing a mix of units in support of growing a diverse housing stock to accommodate housing needs for all stages of life and affordability.

B. The proposal is consistent with the intent of the Primary Development Boundary and provides appropriate transition from the neighborhood commercial development by having the more intense multi-family adjacent to the commercial and the attached units between the detached and the detached adjacent to the existing single family detached neighborhoods to the west. In addition to the transition between uses, the location is close to the neighborhood services which

will allow an opportunity for some of the new residents to walk to obtain goods and services reducing vehicle trips.

C. The proposal limits impact on the surrounding area with the layout that provides a vegetative transition between uses along Courthouse Road (Route 208). In addition to utilizing existing natural buffers and providing a landscaped berm adjacent to several lots in Breckenridge. The proposal also includes landscaping and decorative fencing along Courthouse Road creating an aesthetically enhanced development compatible with existing land uses.

D. The applicant has proffered cash contributions in order to mitigate capital facility impacts which are specifically attributable to the project and which are legally acceptable by the Board per the parameters established by VA Code Section 15.2-2303.4.

E. The County model projects a positive fiscal impact of $145,709.

F. The proposal will not decrease the Levels of Service on the transportation network at full buildout.

Against:

A. The absence of an agreement to allow access to the Hilltop/Giant Shopping center will require the traffic from Winding Creek to use a u-turning movement to go west on Courthouse Road (Route 208). Although the Traffic Impact Study notes this movement with the improvements to the turning lane will operate at an acceptable level of service it should be noted that staff supports the inter parcel connection to Hilltop/Giant.

B. The Fire Chief provided data based on 2018 calls for service to similar age restricted apartment communities and the data indicates that age restricted apartments have a higher call volume. He noted this may be attributable to the fact that the apartment residents generally live alone and are older than the residents of age restricted single family detached and attached units.

C. The proposed density of 16 units per acre exceeds the Low Density Residential guideline noted for the area on the Future Land Use Map.

V. 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 housing for citizens that are age 55 and above that are more likely to have special interest and needs that are particular to this population. The Winding Creek project complements this goal by providing a mix of housing types with a mix of price points. This will provide citizens of the County the possibility of staying in the County as they mature and have a need for housing options that are designed to be adaptive and accommodating for citizens as they progress through life stages.

When reviewing this proposal for consistency with the Comprehensive Plan, the project density as presented with 16 units per acre is well above the 4 units per acre established as a goal for the low density residential land use designation. When considering the impact of an age restricted project, it is noted the level of impact upon school facilities is reduced due to the lack of school aged children impacting school enrollment and capacity. It is also noted that age restricted communities typically have less impact on the transportation network as most of the trips generated do not occur during the AM or PM peak travel times. However, the apartment component of this proposal may have a negative impact on Emergency Services. Data from 2018 of Spotsylvania County using an average of calls for service to existing age restricted apartment style communities, indicates the project could have approximately 157 calls for service to the apartments. The added density and mix of housing types, will create additional demands on Emergency Services.

It should also be noted that this proposal is consistent with the intent of the Primary Development Boundary as described in the Comprehensive Plan of having denser and more intense development within the Primary Development Boundary. The immediate area includes a mix of intense commercial and low density residential uses. The proposal complements the nearby commercial development and offers a transition between the more intense commercial uses and the less intense residential communities. The Winding Creek proposal generally "steps down" land use intensity fairly well, transitioning from Multi-Family- Age Restricted (commercial type building) adjacent to the Hilltop Shopping Center, to single family attached, and then single family detached as the project approaches existing low density residential subdivisions. As noted in the Comprehensive Plan analysis. This location adjacent to neighborhood commercial uses will create opportunity for reduced vehicle trips as some residents may take advantage of the walkability of the location.

The proposed design maintains slightly more open space than required by code and maintains vegetative buffers around the perimeter of the site that includes the installation of a landscaped berm where the project is closest to existing residences.

Given the Findings in Favor and reasons noted in the conclusion, Staff recommends approval of RO18-0008 with the proffers dated March 11, 2019.

The Planning Commission voted 6-1 to recommend denial. The citizens that spoke at the Planning Commission public hearing expressed concerns related to traffic from the development having to travel west and make a U-turn for traffic to ultimately go east on Courthouse Road, and about the density and scale of the project. The applicant's TIA included an analysis of the spacing between the project entrance and necessary merge movements to access the left turn lane at the Breckenridge intersection. The VDOT concurred with the finding in the TIA that the spacing is sufficient to allow vehicles to make a safe merge movement.

Spotsylvania County Government

Appendix A

Comprehensive Plan Analysis

APPENDIX A

Guiding Principles and Policies A. Spotsylvania County is a "business friendly" community and local job creation is a priority. Proposed is an age restricted mixed residential project. As a residential project the proposal is business friendly in the sense it helps support design firms, tradesmen, laborers and suppliers throughout the design and construction phase. The applicant supplied fiscal impact analysis projects direct and indirect construction related impacts. An equivalent 177 direct and 120 indirect jobs are expected for construction of this project. Inevitably the residents of this 255-unit project will result in positive economic spin-off effects upon local business in the area.

Guiding Principles and Policies B. Spotsylvania County is fiscally sustainable. 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. Guiding Principles and Policies B.2.b. Active adult communities, with their diminished impact on County services, should be supported. The applicant provided fiscal impact analysis suggests this project will offset its costs to the County after build out resulting in projected net revenues of $659,362. As an age-restricted project, projected expenditures for public services are lower than traditional housing due to lack of school age children and associated cost. As a result, age restricted projects have expected lower public service demands and tend to be fiscally positive. The mixed residential project proposed consists of exclusively age-restricted multi-family, single family attached and single family detached units complementary of Policy B.2.b. The County utilizes a conservative fiscal impact model to separately analyze and help verify projected fiscal impacts submitted by applicants. Staff completed a separate analysis utilizing the County's model with an assumed average assessed value of both the single family detached and single family attached of $220,098. The County model projects a positive fiscal impact of $145,709.

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. This is an exclusively age restricted project so no school impacts are expected. Consistent with applicable level of service impact potential resulting from the proposed unit count above by right potential (9 single family detached units), concerning proffers only public safety, public parks, and transportation impacts are considered.

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 per Spotsylvania County Design Standards Manual (Article 5). As depicted in the Generalized Development Plan, sidewalk infrastructure will be developed along internal roads providing an interconnected pedestrian friendly network about the project area with convenient connections to recreational amenities onsite and nearby commercial development for access to

goods and services. Frontage improvements along Courthouse Road will also include the development of sidewalks.

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 checked the site using the Virginia Department of Historic Resources Virginia Cultural Resource Information System (V-CRIS) and identifies Courthouse Road and surroundings as associated with Chancellorsville Battlefield as per DHR ID 088-5180. This includes the project area. As noted by the applicant, the site has been cleared and farmed in the past. Staff notes extensive development about the project periphery (lost historic context). The site has been field-walked and there is no evidence of historical resources being located on the property. Staff concurs with the preliminary findings and does not believe additional study of the site is warranted.

Considering significant natural resources staff notes the site has been previously cleared, disturbed, farmed, and is now generally maintained presently as a mowed grass lot. This site is in a well-developed area. Staff checked the Virginia Department of Conservation and Recreation's Natural Heritage Data Explorer (NHDE). No significant resources were noted as having potential onsite based on the NHDE predictive model. The Massaponax Creek Corridor (Stream Conservation Units- identify stream reaches that contain aquatic natural heritage resources, including upstream and downstream buffer and tributaries associated with these reaches.) and nearby woodlands (Small Whorled Pogonia) embedded within the Breckenridge neighborhood are the nearest locations for resources in that system. The U.S. Fish and Wildlife Service Information for Planning and Consultation (IPAC) identify potential impacts to the Northern Long-eared bat (threatened species) and Yellow Lance (threatened species) in this area. The Yellow Lance is an aquatic mussel. A number of Migratory Birds of conservation concern have been identified by the IPaC system based on probability of presence models. Identified species include: Bald Eagle, Blue-winged Warbler, Prairie Warbler, Red-Headed Woodpecker, Wood Thrush. The IPaC system does not necessarily recognize that the species identified are present or will be impacted by a particular project. Rather, findings are based on a predictive "probability of presence" model related to the project site within a 10 km grid cell that overlap the project area. Given extensive clearing onsite, staff does not expect detrimental impacts to the species identified given the amount of urbanization in proximity to the site. Staff notes no predicted habitat for Tier I or Tier II species, bald eagle nests in proximity to the project location after consulting the Virginia Fish and Wildlife Information Service. The nearest Threatened and Endangered Waters (Aquatic species) corridor extends along the Ni River, well south of this project area.

Guiding Principles and Policies C. Spotsylvania County is a family friendly community. Guiding Principles and Policies C.1. The County should support a diverse housing inventory, providing a mix of units that can accommodate housing needs for all stages of life. This would involve a range of housing from affordable units for young families just entering the housing market in the form of condominiums, townhouses, and small single family homes to larger homes, and active adult and assisted care facilities. Guiding Principles and Policies C.2. The County should support mixed use communities with varied housing types, civic buildings, shops, and active and passive recreation opportunities. The Proposal complements goals to provide a mix of units in support of growing a diverse housing stock to accommodate housing needs for all stages of life and affordability. A mix of age restricted housing types are proposed as

infill development in close proximity to established low density residential (SFD), townhomes, commercial (retail, office, services) developments.

Guiding Principles and Policies E.1. Protect environmental quality by promoting a comprehensive approach to air and water quality management. Examples of approaches to accomplish this could include: green space and tree preservation, stream restoration, and low impact development (LID). This rezoning request is not expected to negatively impact any sensitive environmental resources. Project development will be subject to regulatory protections concerning environmental quality.

The majority of this site has been cleared prior however the project GDP graphic notes tree preservation efforts along the northern and western sides of the project area, including but not limited to complementing screening efforts to adjacent property, forested wetlands and RPA. Properties to the north and west will generally see an undisturbed tree line and enhanced perimeter buffering (to the west) to supplement the existing tree line depicted within the proposed tree line. Some existing tree loss will result from the creation of a potential storm water management location and clearing for a sanitary sewer line extension to the north as depicted in the GDP. Staff believes tree preservation and supplemental plantings and buffering's around the project perimeter in relation to existing lower density development is positive, considering transitional screening is based on uses and by County Design Standards Manual, new single family detached units could be constructed with no transitional screening to adjacent SFD residential lots. Additional supplemental plantings will include street buffer plantings along Courthouse Road, internal street network, and a tree line adjacent to Hilltop Shopping Plaza.

Land Use:

Future Land Use Map Designation. This project is consistent with the intent of the Primary Development Boundary. The Land use designations considering the Future Land Use Map in the immediate area include a mix of commercial and low density residential. The commercial land use designation is reflective of the commercial character and existing development associated with the Hilltop Shopping Center adjacent to the north, with frontage along Courthouse Road (Rt. 208). The commercial land use area consists of a variety of retail and office uses, examples of which include, but are not limited to: medical facilities, shopping centers, restaurants, automobile service and sales facilities, and similar uses. The low density residential designation is reflective of existing single family detached developments in the surrounding areas including the Hills of Breckenridge and Cambridge Subdivision. The project area itself has a low density residential land use designation considerate of the surrounding lower intensity neighborhoods in proximity to the site. The low density residential land use category is described as 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. The project density proposed is well above the 4 units per acre established for the low density residential land use designation as nearly 16 units per acre (15.9 DU/ACR) are proposed. The project is not consistent with residential density envisioned considering land use designations in the area.

Staff acknowledges as per the Comprehensive Plan Future Land Use Element, "The map is not intended to be parcel specific, but rather provides a flexible guide for the County's desired future

development pattern." Staff observes there is presently an abrupt line between commercial land use designation and low density residential. Staff believes a project that can physically "step down" and transition between existing commercial and the existing adjacent residential would be more favorable from a planning and design perspective than simply establishing low density residential immediately adjacent to an existing commercial shopping center. Staff believes the Winding Creek proposal generally "steps down" land use intensity fairly well, transitioning from Multi-Family-Age Restricted (commercial type building) adjacent to the Hilltop Shopping Center, to single family attached, and then single family detached as the project approaches existing low density residential subdivisions.

The Future Land Use Element is clear that "new development that is in accordance with the Future Land Use Map should ensure appropriate siting and transitions to existing development that may differ from the identified land use on the Map in order to minimize negative impacts on existing development", and "each application should be evaluated within the context of its surrounding existing and proposed development, as well as the timing of the infrastructure necessary to support the development." On balance the rezoning request appears to transition well between commercial and low density land uses but the proposed density is well above the residential land use designations in and around this project. As an age restricted project the level of impact upon public facilities is reduced due to a resulting lack of school aged children impacting school enrollment and capacity. In this sense, the added density will not be as impactful as a similar not age restricted project. However, demands on fire and rescue, public parks, transportation are remaining factors to consider.

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.

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 majority of this site has been cleared prior however the project GDP graphic notes tree preservation efforts along the northern and western sides of the project area, including but not limited to complementing screening efforts to adjacent property, forested wetlands and RPA. Properties to the north and west will generally see an undisturbed tree line and enhanced perimeter buffering (to the west) to supplement the existing tree line depicted within the proposed tree line. Some existing tree loss will result from the creation of a potential storm water management location and clearing for a sanitary sewer line extension to the north as depicted in the GDP. Staff believes tree preservation and supplemental plantings and buffering around the project perimeter in relation to existing lower density development is positive, considering transitional screening is based on uses and by County Design Standards Manual, new single family detached units could be constructed with no transitional screening to adjacent SFD residential lots. Additional supplemental plantings will include street buffer plantings along Courthouse Road, internal street network, and a tree line adjacent to Hilltop Shopping Plaza.

Land Use Policies Applicable to All Land Uses 6. Encourage consideration of disabled and elderly citizens in the design and implementation of both new development and

redevelopment. Proposed is an age restricted community aimed at active adults. This is not an assisted living or nursing home proposal. As per project proffer, all units constructed on the property shall be age restricted and qualify as housing for older persons… The project will also allow occupancy by physically or mentally disabled individuals 18 years or older who is a child of an age-restricted occupant. This project is accommodating and complementary of this land use policy. ADA compliance will be part of the building plans review.

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. The Future Land Use Element is clear that "new development that is in accordance with the Future Land Use Map should ensure appropriate siting and transitions to existing development that may differ from the identified land use on the Map in order to minimize negative impacts on existing development", and "each application should be evaluated within the context of its surrounding existing and proposed development, as well as the timing of the infrastructure necessary to support the development." On balance the rezoning request appears to transition well between commercial and low density land uses but the proposed density is well above the residential land use designations in and around this project. Staff believes tree preservation and supplemental plantings and buffering around the project perimeter in relation to existing lower density development is positive, considering transitional screening is based on uses and by County Design Standards Manual, new single family detached units could be constructed with no transitional screening to adjacent SFD residential lots. As an age restricted project the level of impact upon public facilities is reduced due to a resulting lack of school aged children impacting school enrollment and capacity. In this sense, the added density will not be as impactful as a similar not age restricted project. However, demands on fire and rescue, public parks, transportation are remaining factors to consider.

Residential Land Use Policies 1. Residential subdivisions should provide inter-parcel connections to adjoining undeveloped properties and connect to developments at existing inter-parcel access points, where possible, to help improve the connectivity of the transportation network. Promotion of multiple access points is favorable and helps distribute traffic as opposed to single point traffic loads in one location resulting in added vehicle stacking and choke points. A present the applicant proposes a right-in, right-out connection at Courthouse Road along the project frontage, and an inter-parcel connection to the adjacent Hilltop Shopping Plaza that provides internal road linkages to nearby commercial, Leavells Road, three additional access points along Courthouse Road including and a full access lighted intersection at Millgarden Drive. From a Comprehensive Plan standpoint this is the only favorable option and is dependent upon an agreement with the adjacent Hilltop Shopping Plaza needed to grant the necessary connection. The no connection to Hilltop Shopping Plaza scenario depicted on Sheet 4 of the Generalized Development Plan (noted as "Alternative Access Plan") is not favorable. The resulting project includes a right-in, right-out only access to the site that forces a "loop around" traffic movement to a U-turn at Courthouse Road and Breckenridge Drive intended to go north on Courthouse Road.

Residential Land Use Policies 2. Residential uses within the Primary Development Boundary should provide inter- and intra-development pedestrian paths to link adjoining subdivisions and form a cohesive residential area and alternative transportation and recreational

opportunities. Sidewalks are required for this project as per Spotsylvania County Design Standards Manual (Article 5). As depicted in the Generalized Development Plan, sidewalk infrastructure will be developed along internal roads providing an interconnected pedestrian friendly network about the project area with convenient connections to recreational amenities onsite and nearby commercial development for access to goods and services. Frontage improvements along Courthouse Road will also include the development of sidewalks.

Residential Land Use Policies 3. Residential infill development should maintain the neighborhood character established by the existing subdivisions. On balance the rezoning request appears to transition well between commercial and low density land uses but the proposed density is well above the residential land use designations in and around this project. Staff believes tree preservation and supplemental plantings and buffering around the project perimeter in relation to existing lower density development is positive, considering transitional screening is based on uses and by County Design Standards Manual, new single family detached units could be constructed with no transitional screening to adjacent SFD residential lots.

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 complements goal to provide a mix of units in support of growing a diverse housing stock to accommodate housing needs for all stages of life and affordability.

Transportation:

Transportation Policy 1, Strategy 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. As per the County Transportation Engineer, the Winding Creek Development Courthouse Road access will be a right in/right out entrance design. An existing acceleration lane from the Hilltop Giant's western access point will be extended to the Winding Creek entrance to create a right turn lane into the development. A second point of access is proposed with an inter-parcel connection to the Giant site, that will allow Winding Creek traffic to access the traffic signal at Mill Garden Drive. At this time, authority to create the inter-parcel connection to the Giant site is not finalized. Should the applicant be unable to acquire access through the Giant site, the applicant will defer to the Alternative Access Plan, identified on sheet 4 of the GDP which provides only a right in right out access on Courthouse Road and also extends the left turn lane at the Brittany Commons Blvd./Breckenridge signalized intersection. The improvement would extend the existing left turn storage lane from 150' to 250' and the existing taper from 135' to 200'. Currently Courthouse Road carries *33,800 vehicles-per-day* and operates at a Level of Service *C*. Concerns raised by the community primarily focused on safety at the Brittany Commons Blvd./Breckenridge intersection and the number of crashes. The intersection currently operates at a Level of Service *C in the a.m. peak hour and Level of Service B in the p.m. peak hour.* There were a total of *19 reported crashes over a five (5) year period from 2013 – 2017. The*

majority (14) were rear end crashes. The others (5) were angle crashes. The development will generate approximately 1,059 daily trips with 59 additional AM peak hour trips and 73 PM peak hour trips. The table below compares level-of-service for three intersections under existing, background (no-build), option 1 (connection with Giant) and option 2 (no connection with Giant) conditions. All operate within the standards established in the Comprehensive Plan.

Level of Service

As supported by the Comprehensive Plan goals to seek inter-parcel connection and alternative access points, the Transportation engineer also believes the preferred alternative would include access through and to the Giant parcel at Hilltop Plaza.

Transportation Policy #2, Strategy #1. Protect the transportation network from future congestion by: (a) encouraging joint-use access points for multiple developments; (b) ensuring connections within and between developments that offer alternative routing for traffic, but does not encourage cut-through traffic. Promotion of multiple access points is favorable and helps distribute traffic as opposed to single point traffic loads in one location resulting in added vehicle stacking and choke points. A present the applicant proposes a right-in, right-out connection at Courthouse Road along the project frontage, and an inter-parcel connection to the adjacent Hilltop Shopping Plaza that provides internal road linkages to nearby commercial, Leavells Road, three additional access points along Courthouse Road including and a full access lighted intersection at Millgarden Drive. From a Comprehensive Plan standpoint this is the only favorable option and is dependent upon an agreement with the adjacent Hilltop Shopping Plaza needed to grant the necessary connection. The no connection to Hilltop Shopping Plaza scenario depicted on Sheet 4 of the Generalized Development Plan (noted as "Alternative Access Plan") is not favorable. The resulting project includes a right-in, right-out only access to the site that forces a "loop around" traffic movement to a U-turn at Courthouse Road and Breckenridge Drive intended to go north on Courthouse Road.

Transportation Policy 2, Strategy 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. Sidewalks are required for this project as per Spotsylvania County Design Standards Manual (Article 5). As depicted in the Generalized Development Plan, sidewalk infrastructure will be developed along internal roads providing an interconnected pedestrian friendly network about the project area with convenient connections to recreational amenities onsite and nearby commercial development for access to goods and services. Frontage improvements along Courthouse Road will also include the development of sidewalks.

FRED bus transit- Line S1 serves the immediate area with stops at Hilltop Plaza Way (Stop #255), Hilltop Plaza at Giant Food (Stop # 25) nearby.

Historic Resources:

Historic Resources Policy 1. Encourage and promote the voluntary protection and preservation of scenic, historic, cultural, architectural, and archaeological resources. Historic Resources Policy 1, Strategy 2. Support the preservation of resources with local, state, or national significance. Staff checked the site using the Virginia Department of Historic Resources Virginia Cultural Resource Information System (V-CRIS) and identifies Courthouse Road and surroundings as associated with Chancellorsville Battlefield as per DHR ID 088-5180. This includes the project area. As noted by the applicant, the site has been cleared and farmed in the past. Staff notes extensive development about the project periphery (lost historic context). The site has been field-walked and there is no evidence of historical resources being located on the property. Staff concurs with the preliminary findings and does not believe additional study of the site is warranted.

Natural Resources:

Natural Resources Policy 1. Balance the protection of environmental resources and natural wildlife habitats with development. Natural Resources Policy 1, Strategy 1. The County should support the mitigation of impacts upon unique and/ or endangered resources including rare species and their habitats. This rezoning request is not expected to negatively impact any sensitive environmental resources. Project development will be subject to regulatory protections concerning environmental quality.

Considering significant natural resources staff notes the site has been previously cleared, disturbed, farmed, and is now generally maintained presently as a mowed grass lot. This site is in a well-developed area. Staff checked the Virginia Department of Conservation and Recreation's Natural Heritage Data Explorer (NHDE). No significant resources were noted as having potential onsite based on the NHDE predictive model. The Massaponax Creek Corridor (Stream Conservation Units- identify stream reaches that contain aquatic natural heritage resources, including upstream and downstream buffer and tributaries associated with these reaches.) and nearby woodlands (Small Whorled Pogonia) embedded within the Breckenridge neighborhood are the nearest locations for resources in that system. The U.S. Fish and Wildlife Service Information for Planning and Consultation (IPAC) identify potential impacts to the Northern Long-eared bat (threatened species) and Yellow Lance (threatened species) in this area. The Yellow Lance is an aquatic mussel. A number of Migratory Birds of conservation concern have been identified by the IPaC system based on probability of presence models. Identified species include: Bald Eagle, Blue-winged Warbler, Prairie Warbler, Red-Headed Woodpecker, Wood Thrush. The IPaC system does not necessarily recognize that the species identified are present or will be impacted by a particular project. Rather, findings are based on a predictive "probability of presence" model related to the project site within a 10 km grid cell that overlap the project area. Given extensive clearing onsite, staff does not expect detrimental impacts to the species identified given the amount of urbanization in proximity to the site. Staff notes no predicted habitat for Tier I or Tier II species, bald eagle nests in proximity to the project location after consulting the Virginia Fish and Wildlife

Information Service. The nearest Threatened and Endangered Waters (Aquatic species) corridor extends along the Ni River, well south of this project area.

Natural Resources Policy 1, Strategy 3. Encourage land development practices, which minimize impervious cover to promote groundwater recharge, and/ or tree preservation. The majority of this site has been cleared prior however the project GDP graphic notes tree preservation efforts along the northern and western sides of the project area, including but not limited to complementing screening efforts to adjacent property, forested wetlands and RPA. Properties to the north and west will generally see an undisturbed tree line and enhanced perimeter buffering (to the west) to supplement the existing tree line depicted within the proposed tree line. Some existing tree loss will result from the creation of a potential storm water management location and clearing for a sanitary sewer line extension to the north as depicted in the GDP. Staff believes tree preservation and supplemental plantings and buffering's around the project perimeter in relation to existing lower density development is positive, considering transitional screening is based on uses and by County Design Standards Manual, new single family detached units could be constructed with no transitional screening to adjacent SFD residential lots. Additional supplemental plantings will include street buffer plantings along Courthouse Road, internal street network, and a tree line adjacent to Hilltop Shopping Plaza. The project meets and exceeds minimum open space requirements by providing 47.18% open space (45% required per proposed PDH-16 zoning as per County Code Sect. Sec. 23-6.12.4.4. A).

Spotsylvania County Government

Appendix B

Future Development Analysis

Residential Projects with Future Buildout

Voting District	CP Dev_Dist	Date Approved	Project Name	Enabled Residential Units				Unbuilt Residential Units				Future Anticipated Residents, Students and Fire & Rescue Calls					Elementary School	Middle School	High School	F&R Station
				SFD	SFA	MF	AR	SFD	SFA	MF	AR	Residents	Elem.	Middle	High	F&R Calls				
Livingston	RD		Fawn Lake	Byright and pre-2002 subdivisions				474	0	0	0	1441	122	62	87	199	Brock Rd	Ni River	Riverbend	7
Chancellor	RD		Estates of Chancellorsville*					44	0	0	0	134	11	6	8	18	Chancellor	Ni River	Riverbend	5
Chancellor	RD		Estates of Elys Ford*					231	0	0	0	702	60	30	42	97	Chancellor	Ni River	Riverbend	5
Chancellor	RD/PSD		Saw Hill*					31	0	0	0	94	8	4	6	13	Wilderness	Ni River	Riverbend	5
Berkeley	RD	1/16/2008	Estates of Buckingham*					42	0	0	0	128	11	5	8	18	Berkeley	Post Oak	Spotsylvania	3
Livingston	RD	2/20/2013	Whitehall*					60	0	0	0	182	15	8	11	25	Brock Rd	Ni River	Riverbend	7
Battlefield	PSD	10/2/2013	The Estates at Kingswood*					20	0	0	0	61	5	3	4	8	Battlefield	Chancellor	Chancellor	4
Salem	PSD	10/21/2015	Breckenridge Farms*					39	0	0	0	119	10	5	7	16	Courthouse	Freedom	Courtland	1
Courtland	PSD	1/12/2016	Avalon Woods*					98	0	0	0	298	25	13	18	41	Salem	Chancellor	Chancellor	6
Berkeley	RD	4/22/2009	Anna Vista Sec 2*					10	0	0	0	30	3	1	2	4	Livingston	Post Oak	Spotsylvania	2
Berkeley	RD	3/14/2016	Pennington Estates*					9	0	0	0	27	2	1	2	4	Courtland	Spotsylvania	Courtland	1
Livingston	RD	8/13/2002	Pamunkey Point	47	0	0	0	18	0	0	0	55	5	2	3	8	Livingston	Post Oak	Spotsylvania	9
Battlefield/Lee Hill	PSD	11/26/2002	Lee's Parke	1437	0	0	795	344	0	0	133	1244	89	45	63	172	Parkside	Spotsylvania	Massaponax	4
Livingston	RD	2/25/2003	Sunrise Bay	89	0	0	0	33	0	0	0	100	9	4	6	14	Livingston	Post Oak	Spotsylvania	9
Courtland	PSD	11/9/2004	Regency at Chancellorsville	0	0	0	294	0	0	0	91	136	0	0	0	19	-	-	-	5
Courtland	RD	12/14/2004	Glenhaven/River Glen	74	0	0	0	25	0	0	0	76	6	3	5	11	Chancellor	Chancellor	Riverbend	5
Courtland	PSD	11/14/2006	Reserve at C'ville (Crossing at C'ville)	122	0	0	0	63	0	0	0	192	16	8	12	26	Chancellor	Chancellor	Riverbend	5
Lee Hill	PSD	7/14/2009	Mallard Landing	0	150	0	0	0	79	0	0	190	24	10	11	26	Cedar Forest	Thornburg	Massaponax	11
Battlefield	PSD	12/8/2009	Summerfield	83	44	0	0	40	10	0	0	146	13	7	9	20	Spotswood	Battlefield	Chancellor	4
Livingston	PSD	4/12/2011	Keswick	150	90	240	184	150	90	236	184	1299	135	63	74	179	RE Lee	Spotsylvania	Spotsylvania	1
Berkeley	PSD	10/11/2011	Ni Village	0	164	773	0	0	164	773	0	1547	107	57	63	214	Riverview	Spotsylvania	Massaponax	8
Lee Hill	PSD	2/14/2012	Lakeside	0	100	0	0	0	14	0	0	34	4	2	2	5	Spotswood	Battlefield	Massaponax	4
Lee Hill	PSD	8/14/2012	Brooks	0	4	0	0	0	2	0	0	5	1	0	0	1	Cedar Forest	Thornburg	Massaponax	11
Livingston	RD	10/9/2012	Estates at Terry's Run	10	0	0	0	10	0	0	0	30	3	1	2	4	Livingston	Post Oak	Spotsylvania	9
Berkeley/Livingston	PSD	7/9/2013	Spotsylvania Cthse Village	395	205	900	50	292	165	755	50	2485	181	95	135	343	RE Lee	Spotsylvania	Spotsy/Courtla	1
Berkeley	PSD	8/13/2013	Crossroads Station Apt	0	0	610	0	0	0	610	0	909	45	29	31	126	Cedar Forest	Thornburg	Massaponax	11
Lee Hill	PSD	9/10/2013	New Post	219	104	102	0	219	87	0	0	875	83	40	53	121	Cedar Forest	Thornburg	Massaponax	11
Livingston	RD	9/24/2013	Fortune's Landing	49	0	0	0	40	0	0	0	122	10	5	7	17	Wilderness	Ni River	Spotsylvania	5
Courtland	PSD	1/14/2014	Villas at Harrison Crossing (Barley Woods)	0	0	0	130	0	0	0	107	159	0	0	0	22	-	-	-	6
Lee Hill	PSD	1/28/2014	Heritage Woods	697	180	183	0	697	180	183	0	2825	248	123	163	390	Parkside	Spotsylvania	Court/Mass	1/4/8
Berkeley	PSD	6/24/2014	Ni River Comm. Church/Courtland Park	89	0	0	0	81	0	0	0	246	21	11	15	34	Courtland	Spotsylvania	Courtland	1
Battlefield	PSD	6/24/2014	Southpoint Landing	0	0	830	0	0	0	550	0	820	40	26	28	113	Parkside	Battlefield	Massaponax	4
Chancellor	RD	9/9/2014	Legends of Chancellorsville	218	0	0	0	218	0	0	0	663	56	28	40	92	Brock Rd/Chan.	Ni River	Riverbend	5
Lee Hill	PSD	12/9/2014	Wheatland	0	98	0	0	0	93	0	0	224	29	12	14	31	Lee Hill	Thornburg	Massaponax	11
Chancellor	PSD	12/9/2014	Thorburn Estates	59	0	0	0	59	0	0	0	179	15	8	11	25	Wilderness	Freedom	Riverbend	10
Lee Hill	PSD	6/23/2015	Jackson Village	0	596	1289	385	0	596	1149	385	3722	267	131	145	514	Parkside	Spotsylvania	Massaponax	4
Courtland	PSD	11/12/2015	Retreat at C'ville	0	0	0	192	0	0	0	191	285	0	0	0	39	-	-	-	5
Berkeley	PSD	12/8/2015	Alexander's Crossing	518	971	888	230	518	971	888	230	5581	497	234	281	771	Riverview	Thornburg	Massaponax	11
Berkeley	RD/PSD	1/26/2016	Plantation Woods	132	0	0	0	132	0	0	0	401	34	17	24	55	Courtland	Spotsylvania	Massaponax	1
Livingston	RD	5/24/2016	Goodwin Cove	35	0	0	0	35	0	0	0	106	9	5	6	15	Livingston	Post Oak	Spotsylvania	9
Berkeley	PSD	3/14/2017	Cedar Forest	29	0	0	0	29	0	0	0	88	7	4	5	12	Cedar Forest	Thornburg	Massaponax	11
Berkeley	PSD	3/14/2017	Summit Crossing Estates	70	0	0	0	70	0	0	0	213	18	9	13	29	Riverview	Thornburg	Massaponax	11
Courtland	RD	9/12/2017	Barrington	39	0	0	0	39	0	0	0	119	10	5	7	16	Chancellor	Chancellor	Riverbend	5
Battlefield	PSD	12/12/2017	Afton	29	0	0	0	29	0	0	0	88	7	4	5	12	Spotswood	Battlefield	Massaponax	4
Battlefield	PSD	6/12/2018	Roseland	0	14	0	0	0	14	0	0	34	4	2	2	5	Spotswood	Battlefield	Massaponax	4
Chancellor	PSD	8/14/2018	Ashleigh Ridge Subdivision	19	0	0	0	19	0	0	0	58	5	2	3	8	Wilderness	Freedom	Riverbend	5
Courtland	PSD	8/14/2018	The Villas at Salem Church	0	0	0	45	0	0	0	45	67	0	0	0	9	-	-	-	6
Lee Hill	PSD	9/9/2018	Palmer's Creek	0	0	400	0	0	0	400	0	596	29	19	20	82	Parkside	Spotsylvania	Massaponax	8
Courtland	PSD	11/15/2018	Regency Crossing	0	21	0	0	0	21	0	0	51	6	3	3	7	Harrison Road	Chancellor	Riverbend	6
			*By-right subdivisions				**TOTALS**	**4218**	**2486**	**5544**	**1416**	**29,184**	**2307**	**1152**	**1457**	**4032**				
							Total unbuilt residential units	**13,664**												

1489

Unbuilt units updated 11/2/2018
Projects added 11/15/2018

KEY: SFD = Single Family Detached; SF = Single Family Attached; MF = Multi- Family (apartments); AR = Age Restricted Units (any type

Notes: Does not include new by-right subdivisions of fewer than 10 lots, family divisions, or annual divisions
Does not include existing by-right lots outside of subdivisions

Generation Rates	SFD	SFA	MF	
Persons Per Unit	3.04	2.41	1.49	
Students Per Unit			MF Mkt	MF TC
Elementary	0.2577	0.3072	0.073	0.291
Middle	0.1307	0.1286	0.047	0.134
High	0.1832	0.1453	0.051	0.139
Fire and Rescue	0.138 calls per capita			

TC = Tax Credit
Mkt = Market Rate

REZONING APPLICATION
(Please type or print)

07/01/2017

Date: 5/16/19 Case: R18-0008

110-0000-316-16-08 (395)	Mailing	$ 18.00
110-0000-316-16-08 (395)	Planning	$ 11,849.80
110-0000-316-16-10 (334)	GIS	$ 510.00
260-0000-313-03-45	Zoning	$ 615.00
260-0000-318-99-14	Intake	$ 60.00
	Process.Fee	
	Total Filing Fee:	$13,052.80

PAID $13,052.80 MAY 17 2019 Spotsylvania County Community Dev.

ATFD, LLC
Applicant's Name

108 Carroll Circle
Applicant's Address

Fredericksburg, VA 22405
City, State, Zip Code

dgj1610@yahoo.com
Applicant's E-mail Address

(540) 379-3104
Applicant's Telephone No.

Charles W. Payne, Jr.
Agent's Name (Point of Contact for Application)

725 Jackson Street, Suite 200
Agent's Address

Fredericksburg, VA 22401
City, State, Zip Code

cpayne@hf-law.com
Agent's E-mail Address

540-604-2108
Agent's Telephone No.

Property Owner Information:

Donna L. Curtis & Carlton D. Flippo
Name

10316 Courthouse Road Spotsylvania, VA 22553
Address City, State, Zip Code Telephone No.

If Applicant is not the owner, attach documentation of owner's consent

Parcel Location: 10300 & 10316 Courthouse Road

Tax Map Parcel Number: ~~35-A-8A~~ MLS ~~35-A-8~~ & 35-A-9

Acreage: ~~18.215~~ 16.216 MLS

Current Zoning: R-1

Acreage in Request 16.216

Proposed Zoning: PDH-16

Overlay District: HCOD

Proposed Use: To develop an age-restricted community with 22 single family detached homes, 18 single family attached villas, and 215 multifamily apartment units.

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 plan made a part of this Application and certifies that the information provided is correct.

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.

ATFD, LLC
By: [signature] 5/15/18 Douglas G Janney Jr
Signature of Owner (or Agent with POA*) Date Print Name
Douglas G. Janney, Jr., Manager & Member

Signature of Owner (or Agent with POA*) Date Print Name

I have read this Application, understand its intent and freely consent to its filing. Futhermore, 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)

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(Please type or print)

07/01/2017

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Property Owner Information:

Donna L. Curtis & Carlton D. Flippo
Name

If Applicant is not the owner, attach documentation of owner's consent

10316 Courthouse Road Spotsylvania, VA 22553
Address City, State, Zip Code Telephone No.

Parcel Location: 10300 & 10316 Courthouse Road

Tax Map Parcel Number: 35-A-8 & 35-A-9 Acreage: 18.216

Current Zoning: R-1 Acreage in Request 16.216

Proposed Zoning: PDH-16 Overlay District: HCOD

Proposed Use: To develop an age-restricted community with 22 single family detached homes, 18 single family attached villas, and 215 multifamily apartment units.

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By: [signature] 5/15/19 Douglas G Janney Jr
Signature of Owner (or Agent with POA*) Date Print Name
Douglas G. Janney, Jr., Manager & Member

Signature of Owner (or Agent with POA*) Date Print Name

**I have read this Application, understand its intent and freely consent to its filing. Futhermore, 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 15th day of May, 2018, I, Douglas G. Janney, Jr., Manager & Member of ATFD, LLC, the Contract Purchaser of Tax Map 35-A-8 & 35-A-9 (describe land by tax map number) make, constitute, and appoint Charles W. Payne, Jr., my true and lawful attorney-in-fact, and in my name, place and stead giving unto said Charles W. Payne, Jr. 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 May 15, 2018, 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 15th day of May 2018.

JDG

Owner/Contract Purchaser/Authorized Agent (Circle One)

COMMONWEALTH OF Virginia
CITY/COUNTY OF Fredericksburg, to wit:

The foregoing instrument was acknowledged before me by Douglas G. Janney, Jr., Manager & Member of ATFD, LLC the Contract Purchaser of said property, this 15th day of May, 2018.

My commission expires: 05/31/2021

Notary Public

7749235
Registration Number

JONATHAN DEAN FAIRBANKS NOTARY PUBLIC REG # 7749235 MY COMMISSION EXPIRES 5/31/2021 COMMONWEALTH OF VIRGINIA

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 #

35-A-10

34F-4-L

34F-4-35

34F-4-K

35H-2-81

35H-2-A

35H-2-82

35H-2-83

35H-2-84

35H-2-85

35H-2-86

35-10-3

35-10-2

35E-7-A

35E-8-A

35A-2-13

35A-2-14

35A-2-15

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.
- Properties for which only one (1) sign is required should be posted near the middle of the site's frontage, unless due to topography, woods, buildings or other obstructions, or a location to one (1) side, if the frontage would facilitate better visibility.
- 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.

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_____

REZONING FEE CALCULATION SHEET

Application No.: _____

Date Received: _____

STEP 1- CALCULATE THE PLANNING FEE:

☒ Rezoning

Base Fee		$	11,650.00
# of acres > 10 distrb	4.44 X $45.00	$	199.80
		$	11,849.80

☐ Rezoning GDP and Proffer Amendment

Fee	$	7,175.00
	$	

☐ Rezoning Proffer Amendment – Text Only

Fee	$	4,180.00
	$	

STEP 2- COMPLETE APPLICATION WORKSHEET:

260-0000-318-99-14	Intake Processing Fee	$	60.00
110-0000-316-16-08 (395)	Mailing Fee**:	$	18.00
110-0000-316-16-08 (395)	Planning Fee:	$	11,849.80
110-0000-316-16-10 (334)	GIS Fee:	$	*510.00
260-0000-313-03-45	Zoning Fee:	$	615.00
	APPLICATION TOTAL:	**$**	13,052.80

*GIS fee not applied to Applications that do not require a Generalized Development Plan (GDP)

**Equation: (1st class postage x # of adjacent parcels) x 2 meetings = $Mailing Fee

.50 18

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.

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: 01/19/2018

REZONING APPLICATION PACKET

OVERVIEW OF THE REZONING PROCESS 3

THE REZONING PROCESS 3

BASIC SUBMISSION REQUIREMENTS 4

GENERALIZED DEVELOPMENT PLAN (GDP) NARRATIVE 7

GENERALIZED DEVELOPMENT PLAN (GDP) 7

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PRE-APPLICATION MEETING REQUEST FORM 11

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REZONING FEE CALCULATION SHEET 18

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 three (3) 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
If the proposal is adjacent to residential uses, you will need to host a community meeting prior to submission. See "County of Spotsylvania Community Meeting Policy" 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** (8 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 shallbe 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 8 full size GDP sets (24x36) and a 11x17 paper plan set.
2. Please 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 for a change of zoning 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 the adjacent property owners.

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.

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: Winding 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:

✓ 1. Generalized Development Plan Title Sheet(s) to include:

✓ (a) A title block denoting the type of application, name of project tax map reference, voting district, and street address;

✓ (b) An approval block located along the right side of the title sheet and each subsequent sheet of the generalized development plan;

✓ (c) The name, address and phone number of the owner and applicant;

✓ (d) The name, address, phone number, signature and registration number of the plan preparer, and the preparation date of the plan;

✓ (e) Vicinity map, 1" = 2,000, a north arrow scale, and scale graphic;

✓ (f) Generalized development plan index;

✓ (g) A Site data summary table providing at minimum:

✓ (1) tax map reference;

✓ (2) prject area size including total, and disturbed acreage;

✓ (3) existing and proposed zoning designation(s);

✓ (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;

✓ (5) identification of any overlay districts within project limits;

✓ (6) existing use and types of proposes uses;

✓ (7) building height, number of floors, and setbacks of all existing and proposed buildings, structures and other improvements;

✓ (8) a table with computations showing trip generation with land use code reference;

✓ (9) acknowledgement of any known historic building, archaeological features, or historic districts;

✓ (10) acknowledgement of any known places of burial;

✓ (11) acknowledgement of any floodplains, resource protection areas, wetlands, steep slopes, dam break inundation zones, onsite;

✓ (12) parking, including tabulation of required parking and spaces proposed.

✓ (h) A table with computations estimating the lot coverage ratio and impervious surface ratio;

✓ 2. The identification of and distance to all major intersections within one-half mile of the proposed development;

✓ 3. The boundary of the entire parcel with courses and distances;

✓ 4. Any existingor proposed parcel lines, easements or right-of-way within the subject parcel(s);

✓ 5. The present zoning and principal use of the subject parcel and all contiguous properties;

✓ 6. Graphic depiction of the boundaries of any overlay zoning districts described in Article 6 of Chapter 23;

✓ 7. Graphic depiction of the genernal 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;

✓ 8. The boundaries of any water bodies, USGS perennial streams, floodplain, resource protection areas, watershed, wetlands (if any), steep slopes;

✓ 9. A generalized landscape plan showing existing vegetation, proposed clearing limits and indicating the location, and types of vetation 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;

✓ 10. The location and dimensions of existing and proposed parking and loading areas and any other impervious surfaces, such as driveways, streets (and names), cement sidewalks and playing surfaces;

✓ 11. The location and description of all points of access including all proposed interparcel connections;

✓ 12. The estimated daily vehicular trips generated by the proposed development on each road segment shown on the plan;

✓ 13. The location and dimensions of on-site pedestrian walkways or bicycle paths and any connection to adjacent property;

✓ 14. The location and dimenstions 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;

✓ 15. Topographic contour lines at two foot intervals for the existing site;

✓ 16. The location and dimenstions of the on-site an doff-site facilities for the retention or detention of stormwater;

✓ 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;

✓ 18. For large-scale, phased developments, identification of the location and timing of each phase of the development;

✓ 19. Graphic depiction of any known historic building, archaeological features, or historic districts;

✓ 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;

✓ 21. A description of the methods proposed to control erosion, sedimentation and stormwater runoff; and;

✓ 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;

✓ 23. Signature and seal of professional person certifying the plan.

County of Spotsylvania
Department of Planning
9019 Old Battlefield Blvd. Suite 320
Spotsylvania, VA 22553
Phone: (540) 507-7434

Pre-Application Meeting Request

Property Owner(s): _____

Developer/Applicant: _____

Phone #: _____ Cell # _____ *Email: _____

TM#: _____ Existing Zoning: _____ Proposed Zoning: _____ Disturbed Acreage _____ Parcel Acreage _____

Parcel Address: _____

Type of Application: _____

Public Water: ☐ Yes ☐ No Public Sewer: ☐ Yes ☐ No

Is this an active project in the County or have there been any prior approvals? ☐ Yes ☐ No

If yes, list: _____

Issues or items to be discussed:

_____

Department/Staff requested to attend:

_____

*Requested DATE of PRE-APPLICATION MEETING (Thursday): _____

Signature of Submitter: _____

_____

_____

_____

_____

*Please submit this request on Monday the week prior to the week of the meeting date with a General Plan of Development or Concept Plan.

VOLUNTARY PROFFER STATEMENT 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.
- The headings should correspond with relevant headings in the Comprehensive Plan (e.g. land use, transportation, etc.). Proffers that do not address a specific policy in the Comprehensive Plan may be grouped under the heading "Materially Relevant".
- 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.

GENERALIZED DEVELOPMENT PLAN - NARRATIVE

Applicant:	ATFD, LLC 108 Carroll Circle, Fredericksburg, VA 22405
Owners:	Donna L. Curtis and Carlton D. Flippo (collectively all of the foregoing are the "Owner")

(Applicant & Owner are hereafter known collectively as the "Applicant")

Representative:	Charles W. Payne, Jr., Hirschler Fleischer 725 Jackson Street, Ste 200, Fredericksburg, VA, 22401 Phone (540) 604-2108; Fax (540) 604-2101; Email: cpayne@hirschler law.com
Project Name:	"Winding Creek"
Property:	Spotsylvania County Tax Parcels 35-A-8 ("Parcel 8") & 35-A-9 ("Parcel 9"), known as 10300 and 10316 Courthouse Road, consisting of approximately 18.218 acres, 16.218 acres of which are subject to this rezoning (collectively, the "Property")
Date:	January 21, 2019
GDP:	Generalized Development Plan, entitled "Winding Creek Generalized Development Plan for Rezoning", prepared by Fairbanks & Franklin, dated May 11, 2018, as last revised, attached hereto as Exhibit A (the "GDP")
Rezoning Request:	From R-1 to PDH-16
Rezoning File No.:	R18-0008

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1. Project Overview

The Applicant proposes rezoning the Property from the Residential 1 District ("R-1") to the Planned Development Housing 16 District ("PDH-16"). 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 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 of mixed housing types." The PDH-16 sub-

district allows sixteen (16) dwelling units per acre and requires forty-five (45) percent of the gross area be provided as open space.

The purpose of the proposed rezoning is to allow an age-restricted residential development consisting of 22 new single family detached homes, 18 single family attached villas and four (4) multifamily buildings, containing a total number of residential units up to 215, all as shown on the GDP. There is one existing single family detached home on the property that will remain, shown as "2.00 AC FAMILY SUBDIVISION PARCEL" on the GDP, which is not a part of this rezoning application. The PDH-16 sub-district includes single-family attached and detached dwellings, as well as multiple-family dwellings, as permitted uses. The proposed development has a density of 15.9 dwelling units per acre, which is below the maximum density for the PDH-4 sub-district of sixteen (16) dwelling units per acre. The GDP reflects approximately 7.56 acres of open space, which accounts for 47.18% of the Property. This exceeds the 45% open space minimum required for the PDH-16 district. The open space will be used for natural areas, buffering, community areas, and stormwater management facilities. Further, the several photographs attached hereto and marked as Exhibit B depict the proposed general architectural design and building material features for the project (collectively, the "Photos").

As described in more detail in Section 3 below, the Applicant's proposal conforms to the policies established by the County's Comprehensive Plan (the "Comp Plan"). Adjacent properties will experience modest impacts. Furthermore, the proposal will result in minimal impacts on public facilities and services, and impacts, if any, related to roads and schools, and parks will be offset through on-site improvements and cash proffers. In this regard, we have included with this application (as discussed in more detail below) a proffer analysis prepared by MuniCap, Inc., which is entitled "Winding Creek Spotsylvania County, VA SB 549 Proffer Analysis", dated January 16, 2019, attached hereto and marked as Exhibit C ("Proffer Analysis").

In addition, MuniCap, Inc. performed a fiscal impact analysis of the project ("FIA"). The FIA dated January 16, 2019, entitled "Winding Creek Residential Development Spotsylvania County, VA Fiscal Impact Analysis", is attached hereto as Exhibit D, and included with this application. The FIA, as described in more detail below, provides that the project will generate (onsite and offsite) positive net tax benefits of nearly $659,400 on an annual basis.

2. Project Location

The Property will be located on two (2) parcels, totaling approximately 18.218 acres of land, 16.218 acres of which are subject to this rezoning application. The Property is situated in the Courtland magisterial district and the Salem voting district and located along Courthouse Road (Route 208), west of the intersection of Courthouse Road and Leavells Road, in the Highway Corridor Overlay District. The Property is bordered on the North by a residential subdivision known as "Cambridge". To the East of the Property is a Giant Food store and the Hilltop Plaza shopping center. To the South to property is bordered by Courthouse Road. Across Courthouse Road is a townhouse subdivision known as "Mill Garden." To the West of the project is a residential subdivision known as "Hills of Breckenridge."

Adjacent properties consist of mostly residential properties, including single family detached and attached homes, plus commercial sites to the east. 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, and buffering the residential uses to the west and north from the commercial uses to the east. Additionally, the Applicant's proposal is in line with the purpose of the PDH district in that it develops land for residential use while preserving open space.

2.1 Site Access

Primary access to the Property will be provided via Courthouse Road at two points as shown on the GDP. The Property will also be accessed through an interparcel connection with the commercial property to the east and intersect with the light at Millgarden Drive. All site access locations and driveway entrances will be coordinated with Spotsylvania County and the Virginia Department of Transportation. Please refer to the GDP for a depiction of site access locations.

2.2 Environmental Characteristics

The proposed development has been designed to minimize disturbance to the stream, RPA and wetlands on the Property. There are approximately 570 linear feet of stream, two small wetlands areas contiguous to the stream, and approximately 2.2 acres of RPA on the site. The sewer extension shown on the GDP is the only proposed land disturbance within the RPA. Stormwater management will be provided in a regional facility at the approximate location shown on the GDP.

2.3 Cultural and Historic Resources

Based on review of the Comp Plan and information from the Virginia Department of Historic Resources and the United States Department of the Interior, the Property does not have any cultural resources, including cemeteries. Additionally, the Property is not located in the County's Historic Overlay District.

3. Planning and Zoning

3.1 Zoning District and Ordinance

The Property is currently zoned Residential (R-1). Residential parcels to the north and south are also zoned R-1. Surrounding residential parcels to the west are zoned PDH- 2. The commercial parcels to the east are zoned C-2. The Property currently has access to water and sewer. By-right, the Property could yield nine (9) single family detached dwelling units. A portion of the Property is within the Highway Corridor Overlay District, but as the Project is not commercial, the standards for this Overlay District do not apply.

All buffers, landscaping, and setbacks will be as generally provided on the GDP and will conform to the applicable Zoning Ordinance requirements.

3.2 Comprehensive Plan

Generally, the Comp Plan is a guide for future land use goals. By no means is it a requirement or County ordinance, and there is typically flexibility in how the County interprets highest and best uses for particular properties. Further, the Comp Plan encourages a diverse housing mix, including a variety of housing types and sizes that meet the needs of citizens throughout all stages of life and income levels.

The subject Property is located in the Comp Plan's Future Land Use Map as part of the "Low Density Residential" Land Use designation. The Low Density Residential Land Use category is intended to encourage single family attached and detached residences typical in a suburban area inside of the Primary Development Boundary ("PDB"), to be served by public water and sewer. Although the density of the Project is higher than recommended under the Comp Plan, it is surrounded or nearby more intense multifamily and commercial uses, and is located within the PDB which encourages greater density.

Further, the proposed age restricted use will have a lesser impact to county services, especially schools, versus that of a market rate low density residential uses on this Property. In addition, the residents of this proposed project will typically not travel during peak am and pm travel hours (e.g. average age of resident living with age restricted communities is typically of retirement age of 65 years or older), thus minimizing impacts to the immediate transportation corridors. Further, the proposed use will improve and offer an alternative housing stock in the immediate area as many of the surrounding properties are part of older developments, and buffer residential uses to the west and north from the commercial uses to the east.

This Project also addresses the following Guiding Principles and Policies as outlined in Chapter 1 of the Comp Plan:

- B. 2. b. Active adult communities, with their diminished impact on County services, should be supported.
- 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 Project also meets the following Residential Land Use Policies outlined in the Comp Plan:

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.

Project will connect to adjoining parcel to the east at existing interparcel access point, as shown on the GDP.

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.

Project will provide pedestrian connection with existing sidewalk network to the parcel to the east, as shown on the GDP.

3. Residential infill development should maintain the neighborhood character established by the existing subdivisions.

The project will include a mix of 255 age restricted residential units, which will be a new and enhanced housing stock to this area, near and in the proximity of the Spotsylvania Regional Medical Center.

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 project does include a diverse housing mix and will include a new housing stock investment in an area ripe for redevelopment.

9. Promote the construction of market rate affordable housing units rather than units that are subsidized for the initial sale to ensure that housing remains affordable over time.

The project's average sales prices should be affordable to active adult homebuyers, including those whose household median incomes are consistent with the County's average.

As noted above, the introduction of a new, more modern age-restricted home stock to this location is consistent with the Comp Plan as it will promote a more diverse housing inventory in this area. In addition, the proposed use will also allow aging adults within the County and immediate area to downsize their current residences, and remain in the County or area, thus allowing them to remain close to family members, services and their communities.

As noted above, this Project furthers multiple objectives of the Comp Plan, including without limitation reducing impacts on County services, like schools, creating local jobs and supporting a diverse housing inventory. Accordingly, the Project is in line with the County's tax revenue goals as it will have minimal impacts on County services, and generate additional local jobs and tax revenues as more fully set forth in the FIA (e.g. location near Spotsylvania Regional Medical Center). The Project's proposed use as age-restricted residential units also furthers the County's goal of supporting a diverse housing inventory that accommodates housing needs for County residents at all stages of life, as promoted under the Comp Plan.

3.3 Rezoning Application

Per Section 23-4.6.2 of the Spotsylvania County Zoning Ordinance and the requirements of the County's Rezoning Application, Applicant will submit the following, as applicable, for the Project:

- Standard Application Form
- Special Power of Attorney Affidavit
- Adjacent Property List
- Fees
- General Warranty Deed
- Generalized Development Plan-Narrative
- Generalized Development Plan-Graphic with Accurate Plat and Conceptual Stormwater Management Plan
- Fiscal Impact Analysis
- Draft Proffer Statement
- Proffer Analysis
- Traffic Impact Analysis

As part of the Rezoning Application process, Applicant attended a Pre-Application meeting with Spotsylvania County Staff on January 18, 2018. Additionally, Applicant and its representatives hosted a Community Meeting for the Project on February 22, 2018 at Salem Baptist Church to introduce and discuss the project with surrounding property owners. We addressed questions from members of our community and believe the meeting went well. Exhibit F attached hereto provides a list of attendees.

3.4 Environmental Permitting

In addition to the requirements above, Applicant will perform all applicable studies for endangered species as is typically necessary for state and federal permitting for the project. Prior to construction of the Project, all required permits, reports, and technical analyses will receive final approval from their respective governing agencies.

4. Construction

Applicant anticipates close collaboration with Spotsylvania County during the permitting process to identify and manage environmental conditions and design criteria specific to the Project. Through the permitting process, Applicant will implement all required mitigation measures and Best Management Practices (BMPs) as determined by Spotsylvania County and regulatory agencies.

Construction is anticipated to begin in summer/fall of 2019 and we believe all lots will be constructed within four to six years of any rezoning approval, subject to market conditions. As shown on the GDP, Phase I will include the single family detached units, the single family attached units, the clubhouse, and primary access drives. Phase II will include the multi-family units.

4.1 Site Preparation

The Property currently has three single family homes on it, one of which will remain on a 2 acre parcel shown as "2.00 AC FAMILY SUBDIVISION PARCEL" on the GDP, and is not subject

to this rezoning application. Construction of the Project would begin with initial clearing and grading (if required). Access to the Project Site would be improved to appropriate construction standards. Road corridors would be surveyed, cleared, and graded to bring equipment, materials, and workers to the areas under construction. Buried electrical lines, and the locations of other facilities may be flagged and staked to guide construction activities. BMPs for stormwater and erosion control would be installed during the site preparation phase and prior to significant grading activities.

4.2 Construction Workforce

Our goal is to retain local on-site workforce, which will consist of various skilled trades, supervisory personnel, support personnel, and construction management personnel. Construction will generally occur during daylight hours, Monday through Friday. Construction activities will be limited to Monday through Saturday, 7:00 a.m. to 7:00 p.m., versus the current allowance of 6:00 a.m. to 10:00 p.m.

Pursuant to the FIA, the Project is anticipated to generate an estimated 297 new jobs during the construction phase, and $10,120,296.00 in new labor wages.

5. Public Facilities

5.1 Fire and Rescue

The proposal will have minimal impact on the County's fire and rescue facilities. The proposed roads and building setbacks will allow for adequate travel space within the project for emergency access to the improvements. Fire and Rescue Station 4, located approximately 2.7 miles northeast of this site, will provide the Property with quick access to emergency services. As detailed on the attached proffer statement, cash proffers will also offset any impacts the project may have on fire and rescue facilities.

5.2 Schools

The proposed rezoning will not impact schools as no school aged children may reside within the Project, and therefore no cash proffers will be offered.

5.3 Parks and Open Space

Approximately 47.18% of the Property will be maintained as open space. The open space will be used for natural areas, buffering, community areas and stormwater management facilities. As detailed on the attached proffer statement, cash proffers will offset any additional impacts the project may have on park facilities.

5.4 Water & Sewer

The proposed units on the Property can be serviced by the existing 8" gravity sewer line that serves the neighboring Cambridge development, as shown on the GDP. Water will be provided

from the existing 6" water stub located on Courthouse Road and the existing 8" water stub located at the Eastern property boundary, as shown on the GDP. These utility lines will be extended throughout the proposed development.

5.5 Transportation

The Property abuts Courthouse Road (Route 208), which is a four (4) lane public road classified as a minor arterial road. Access to the Property will be provided from Courthouse Road and an interparcel connection to the parcel to the east. Roads constructed within the project will be private.

The project will generate 1,059 VPD of overall trips on a daily basis, including 59 during a.m. peak hours and 73 during p.m. peak hours.

Gorove/Slade prepared a Traffic Impact Study, entitled "Route 208 Active Adult Community Spotsylvania County, VA" dated May 10, 2018, revised December 19, 2018, for the Project in Spotsylvania, Virginia which is enclosed herewith and is a material part of this application and marked as Exhibit E (the "TIA"). The purpose of this study was to evaluate the current traffic conditions at the study intersections, estimate the trip generation potential of the proposed Project, and determine what roadway improvements are needed to accommodate the projected traffic volumes, all in accordance with the approved VDOT and County scoping agreement and applicable VDOT and County requirements.

The studied intersections and resulting Levels of Service (LOS) at Full-Build Out (AM/PM) are as follows:

- At the Intersection of Route 208 and Millgarden Drive (signalized; with mitigations mentioned below):
  - Overall Signal (C/C)
- At the Intersection of Route 208 and Shopping Center Driveway (unsignalized):
  - Southbound Approach (B/C)
- At the Intersection of Route 208 at the Site Access (unsignalized):
  - Southbound Approach (B/C)

Based on the foregoing, the analysis recommends the following proposed improvements:

- Full westbound deceleration lane along Route 208 between the proposed main site access and the Shopping Center Driveway; and
- Signal timing adjustments to the signal at Millgarden Drive during the AM Peak Hour. The adjustment to the Millgarden signal would not affect the operation of adjacent intersections along the Route 208 Corridor.

6. Housing

The Project will enhance the County's stock of new, single family detached and attached dwelling units, as well as multifamily units in this area of the County. Also, as noted above, this

will provide a new diversity of housing stock to the immediate area. With an anticipated average sales price of between $350,000 and $425,000 per single family detached unit, and between $275,000 and $325,000 per single family attached villa, the proposal meets market expectations for this area of the County. The multifamily units will be a mix of for sale condominiums and for rent apartment units, based on market conditions. The average sales price for the condominium units will be between $300,000 and $350,000. We believe that the Project will be developed within 4 to 6 years of any rezoning approval, subject to market conditions.

For purposes of the proposed age restricted use and as provided in the enclosed proffer statement, all units constructed on the Property shall be age restricted and qualify as "housing for older persons" in accordance with the criteria set forth in Code of Virginia Section 36-96.7, et al., as amended. Further, the Applicant, prior to construction of the first residential unit, shall prepare and record restrictive covenants that define the qualification for initial and subsequent occupancy of any residential unit associated with the Property and shall further restrict households to include at least one person who is age 55 years or older. Additionally, a covenant shall be placed on the Property that further prohibits any resident 18 years or younger to reside within any unit constructed on the Property for a period of time exceeding thirty (30) days within any six (6) month period. Notwithstanding the foregoing restrictions, any unit constructed on the Property may be occupied by a physically or mentally disabled individual who is 18 years of age or older and is the child of an age-restricted occupant. All such covenants described herein shall be recorded among the land records of Spotsylvania County, Virginia and encumber the Property.

Impacts on existing residences in the vicinity of the Property will be mitigated through appropriate buffering. The open space areas will provide scenic buffering along many of the property lines. Further, the projected value for units should enhance surrounding property values.

7. Fiscal Impact Analysis

The FIA includes an analysis for revenue projections of the project at full build-out, both for on site development and off-site expenditures from residents of the project (see Exhibit D). The total revenue generated from the project was then compared with expected County costs to provide services to the residents of the proposed development.

For the 255 homes at the site, the total real property tax resulting from the project is estimated to be about $433,804 annually in current dollars. In addition, the personal property tax resulting from the project is estimated to be $222,908 annually in current dollars. The sum of all of the on-site tax revenues that could be expected to flow to the County from the project annually after build-out is over $689,500 each year in current dollars.

In addition to the on-site fiscal impact, the project is estimated to generate $78,467 in taxes off-site for the County annually after build-out and occupancy. As mentioned above, the Project would generate approximately 297 new jobs during the construction phase, resulting in about $10,120,296 in employee earnings.

The project is expected to result in 255 households with an estimated 1.49 to 2.0 persons per household for a total of 400 people, with no school pupils. The total annual tax-supported cost of the project is estimated to be $108,621 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 $659,362 in current dollars.

EXHIBIT A

Generalized Development Plan

EXHIBIT B

Photos

EXHIBIT C

Proffer Analysis

EXHIBIT D

FIA (Fiscal Impact Analysis)

EXHIBIT E

Traffic Impact Analysis

EXHIBIT F

List of community meeting attendees

VOLUNTARY PROFFER STATEMENT

Applicant:	ATFD, LLC 108 Carroll Circle, Fredericksburg, VA 22405
Owner:	Donna L. Curtis and Carlton D. Flippo

(For purposes of this proffer statement, Applicant & Owner are hereafter known collectively as the "Applicant")

Representative:	Charles W. Payne, Jr., Hirschler Fleischer 725 Jackson Street, Ste 200, Fredericksburg, VA, 22401 Phone (540) 604-2108; Fax (540) 604-2101; Email: cpayne@hirschlerlaw.com
Project Name:	"Winding Creek"
Property:	Spotsylvania County Tax Parcels 35-A-8A ("Parcel 8") & 35-A-9 ("Parcel 9"), known as 10300 and 10316 Courthouse Road, consisting of approximately 18.218 acres, 16.218 acres of which are subject to this rezoning (collectively, the "Property")
Date:	March 11, 2019
GDP:	Generalized Development Plan, entitled "Winding Creek Generalized Development Plan for Rezoning", prepared by Fairbanks & Franklin, dated May 11, 2018, as last revised February 22, 2019, attached hereto as Exhibit A (the "GDP")
Rezoning Request:	From R-1 to PDH-16
Rezoning File No.:	R18-0008

I. General Information

The Applicant, its successors and assigns, hereby agrees that the development of the Property, subsequent to approval of the rezoning application to which these proffers are attached, will be in conformance with the GDP and the following proffered conditions (the "Proffers") pursuant to Sections 15.2-2303, et al. of the Code of Virginia (1950) as amended, and Section 23-4.6.3, et al. of the Zoning Ordinance of Spotsylvania County (1995) as amended. The Proffers are the only conditions offered in this rezoning application, and any prior proffers affecting the Property, whether by prior proffer offers or through the impact statement accompanying this application, are hereby superseded by these Proffers. All previous proffers associated with the Property, whether of record or not, are hereby void and of no further force and effect. The Proffers

and effect. The Proffers will be effective only upon Spotsylvania County's (the "County") full and final approval of rezoning application R18-0008 submitted by the Applicant to reclassify the Property from R-1 to PDH-16 to allow development of an age-restricted development.

II. Land Use

A. **General Development**. The Property will be developed in conformance with the GDP. Notwithstanding the foregoing, all parcel lines, parcel sizes, building envelopes, building sizes, public road locations, private driveway and travelway locations, utility locations, 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 requirements, fulfill compliance with state and federal agency regulations including, but not limited to, DHR, VDOT, DEQ, DCR, Army Corps., etc., and compliance with the requirements of the County's development regulations and design standards manual. 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 below Proffers.

B. **Use**. The Property shall be developed solely for purposes of developing an age-restricted development under the County's PDH-16 zoning district to include the following (each individually, a "Unit", and collectively, the "Units"):

(i) 22 single family detached homes, all as generally shown on the GDP;

(ii) 18 single family attached villas, all as generally shown on the GDP; and

(iii) four (4) multifamily buildings, containing a total number of residential multifamily Units up to 215, all as generally shown on the GDP.

The Property shall not be developed for any other secondary uses allowed in the PDH-16 district, except for applicable accessory uses authorized under said district.

C. **Age-Restricted Covenants**. All Units constructed on the Property shall be age-restricted and qualify as "housing for older persons" in accordance with the criteria set forth in Code of Virginia Section 36-96.7, et al., as amended. Further, the Applicant, prior to construction of the first Unit, shall prepare and record restrictive covenants that define the qualification for initial and subsequent occupancy of any Unit associated with the Property and shall further restrict households to include at least one (1) person who is age 55 years or older. Additionally, a covenant shall be placed on the Property that further prohibits any resident 18 years or younger from residing within any Unit constructed on the Property for a period of time exceeding thirty (30) days within any six (6) month period. Notwithstanding the foregoing restrictions, any Unit

constructed on the Property may be occupied by a physically or mentally disabled individual who is 18 years of age or older and is the child of an age-restricted occupant. All such covenants described herein shall be recorded among the land records of Spotsylvania County, Virginia and encumber the Property prior to the occupancy of any Unit.

D. Additional Covenants. In addition to the foregoing covenants, the Applicant, prior to the issuance of the first certificate of occupancy for any Unit constructed on the Property, shall record and encumber the Property with a declaration of conditions, covenants, restrictions, and easements for the purpose of (a) protecting the value and desirability of the Property; (b) facilitating the planning and development of the development in a unified and consistent manner; and (c) providing for the installation, maintenance, and repair for all landscaping, on-site amenities, stormwater management facilities, open space, and other common areas. For purposes of the single family detached and attached Units, the Applicant will also create a homeowner's association (the "HOA") as a non-stock corporation under the laws of Virginia that will provide and ensure oversight and structure for services provided, quality standards, intercampus relationships, and common area maintenance.

III. Transportation

The Applicant, subject to necessary County and VDOT approvals for the development of the project, agrees to provide the following transportation Proffers, all as generally shown on the GDP:

A. Dedications: The Applicant agrees to dedicate 0.194 acres of right of way area along Courthouse Road, all in the areas generally designated on the GDP. The aforesaid right of way dedications shall be conveyed to the County upon the final subdivision and site plan approvals for the project, in accordance with applicable County requirements and procedures.

B. Access East Along Courthouse Road. In order to travel East on Courthouse Road (Rt. 208), two access options are proposed for this project and as shown on the GDP as follows:

(i) Option #1: This option is the Applicant's preferred access which entails traveling East through TM 35-10-2 (known as the "Giant Parcel") as shown on the GDP, and then to the light at the intersection of Millgarden Drive and Courthouse Road; and

(ii) Option #2: This option is the Applicant's alternative option if Option # 1 is not available, which entails initial access from Courthouse Road (Route 208) heading initially West to the light at Breckenridge Drive, and then making a u-turn at the light to head East along Courthouse Road, all as shown on Sheet 4 of the GDP.

(iii) If access for Option #1 cannot be obtained prior to development of the project, then the Applicant may exercise Option #2 for access East along Courthouse Road.

(iv) Notwithstanding anything to the contrary under these Proffers, in the event Option #1, as provided above, becomes available to the Applicant after Option #2 has been exercised, the Applicant may exercise its right to access to and from the Property in accordance with Option #1.

III. Open Space

As shown on the GDP, approximately 7.56 acres of the Property will be retained as open space for stormwater management facilities and preservation of certain natural areas. The open space area shown on the GDP will be owned and maintained by the HOA and multifamily property owner(s).

IV. Cash Proffers

A. The Applicant will provide the following reasonable cash Proffers to mitigate the project's direct impacts on certain County public facilities. For the purpose of calculating these cash Proffers, the number of Units has been reduced from 255 to 246 to reflect the 9 by-right Units that could be developed under the existing R-1 zoning. Cash Proffers are applicable to all Units and will be paid on a per Unit basis of $99.31 ($25,323.00 divided by 255 Units = $99.31 per Unit) ("Cash Contributions") after the final inspection and before the County's approval of any certificate of occupancy for each Unit.

CASH AND IN-KIND PROFFERS					
	SF Detached	SF Attached	Multi-Family	Age-Restricted	TOTAL
Per Unit Cash Proffer	*$0 x 0*	*$0 x 0*	*$0 x 0*	*$102.94 x 246*	
TOTAL	*$0*	*$0*	*$0*	*$25,323.00*	*$25,323.00*

LUMP SUM AND IN-KIND CONTRIBUTIONS		
PUBLIC FACILITY CATEGORY		TOTAL VALUE
Schools	$0.00 cash per Unit to Schools	$0.00
Public Safety	$48.29 cash per Unit to Public Safety	$11,880.00
Transportation	$0.00 cash per Unit to Transportation	$0.00
Parks & Rec.	$54.65 cash per Unit to Parks & Rec.	$13,443.00

TOTAL CASH & IN KIND PROFFER VALUE	*$25,323.00*

PROFFERED PHASING AND TIMING	
Phase or Contribution/Dedication	**Timing**
Cash Contributions to Public Safety	After the final inspection and before the County's approval of any certificate of occupancy for each Unit
Cash Contributions to Parks & Rec.	After the final inspection and before the County's approval of any certificate of occupancy for each Unit

B. Escalation/De-Escalation Clause. Commencing five (5) years after the approval of this rezoning application, the cash Proffers for each age-restricted Unit shall be adjusted annually on January 1 to reflect any increase or decrease 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.

[AUTHORIZED SIGNATURES TO FOLLOW]

The Applicant makes these Proffers voluntarily, in support of their rezoning application.

WITNESS the following signatures:

APPLICANT:

ATFD, LLC, a Virginia limited liability company

By: _____
Douglas G. Janney, Jr., Manager

Date: 3 26 2019

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Fredericksburg

The foregoing was subscribed, sworn to and acknowledged before me this 26th day of March, 2019, by Douglas G. Janney, Jr., Manager of ATFD, LLC, a Virginia limited liability company, on behalf of said company.

Sterling Elizabeth DeRusso
Notary Public

Print Name: Sterling Elizabeth DeRusso
My Commission Expires: 10/31/2022
Registration No. 7777719
[SEAL]

Sterling Elizabeth DeRusso
Commonwealth of Virginia
Notary Public
Commission No. 7777719
My Commission Expires 10/31/2022

OWNER:

Donna L. Curtis
Donna L. Curtis

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Spotsylvania

The foregoing was subscribed, sworn to and acknowledged before me this 22nd day of March, 2019, by Donna L. Curtis.

Notary Public

Print Name: Lindsey Neish
My Commission Expires: 12·31·2019
Registration No. 7096762
[SEAL]

Lindsey Neish
Commonwealth of Virginia
Notary Public
Commission No. 7096762
My Commission Expires 12·31·19

OWNER:

Carlton D. Flippo

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Fredericksburg

The foregoing was subscribed, sworn to and acknowledged before me this 20th day of March, 2019, by Carlton D. Flippo.

Sterling Elizabeth DeRusso
Notary Public

Print Name: Sterling Elizabeth DeRusso
My Commission Expires: 10/31/2022
Registration No. 7777719
[SEAL]

Sterling Elizabeth DeRusso
Commonwealth of Virginia
Notary Public
Commission No. 7777719
My Commission Expires 10/31/2022

APPROVAL

WINDING CREEK

GENERALIZED DEVELOPMENT PLAN FOR REZONING

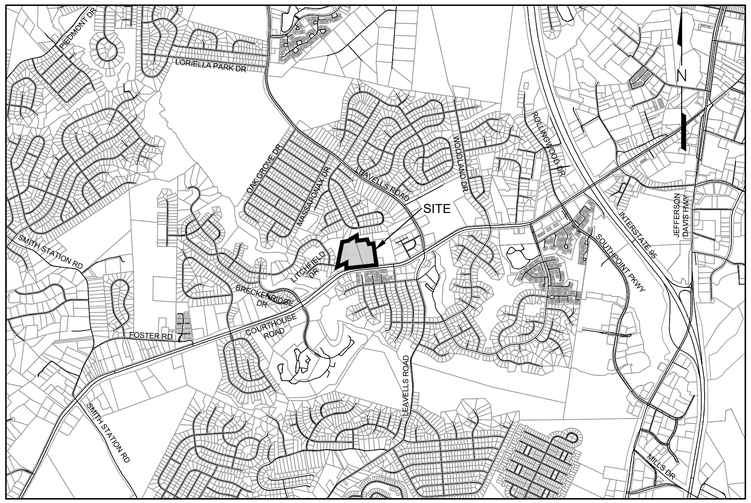
TM 35-A-8A & 35-A-9

10316 & 10300 COURTHOUSE RD

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	ALTERNATIVE ACCESS PLAN



VICINITY MAP
SCALE 1"=2000'

2000 1000 0 2000 4000 6000
SCALE IN FEET (1 INCH=2,000 FEET)

SITE INFORMATION:

TAX PARCELS:	35-A-8A & 35-A-9
ADDRESS:	10316 & 10300 COURTHOUSE RD
PRESENT ZONING:	R-1
PROPOSED ZONING:	PDH-16
PRESENT USE:	SINGLE-FAMILY DETACHED RESIDENTIAL
PROPOSED USES (ALL AGE-RESTRICTED):	SINGLE-FAMILY ATTACHED, SINGLE-FAMILY DETACHED, AND MULTIPLE-FAMILY
OVERLAY DISTRICT(S):	HIGHWAY CORRIDOR
PROPERTY AREA:	16.218 AC
R/W DEDICATION:	0.194 AC
TOTAL WINDING CREEK PROJECT AREA:	16.024
DENSITY ALLOWED:	16 DU / AC (256 UNITS)
DENSITY PROVIDED:	15.9 DU / AC (255 UNITS)
IMPERVIOUS SURFACE RATIO:	50.40%
OPEN SPACE REQUIRED:	45% (7.21 AC)
OPEN SPACE PROVIDED:	47.18% (7.56 AC)
a. OPEN SPACE PROVIDED AS PARKING LOT OPEN SPACE:	0.33 AC
b. OPEN SPACE PROVIDED IN RPA, WETLANDS, STREAMS, AND SLOPES 15% OR STEEPER:	2.68 AC
c. OPEN SPACE PROVIDED OUTSIDE OF PARKING LOT AREAS, RPA, WETLANDS, STREAMS, AND SLOPES 15% OR STEEPER:	4.55 AC
	TOTAL OPEN SPACE = 7.56 AC
DISTURBED ACREAGE:	APPROXIMATELY 13.0 AC
WATER:	PUBLIC WATER
SEWER:	PUBLIC SANITARY SEWER
PARKING REQUIRED:	235 SPACES
SINGLE-FAMILY ATTACHED & SINGLE FAMILY DETACHED:	2 SPACES PER UNIT X 40 UNITS = 80 SPACES
MULTIPLE-FAMILY:	1 SPACE PER 3 RESIDENTS PLUS 1 SPACE FOR EACH EMPLOYEE ON LARGEST SHIFT 430 RESIDENTS / 3 =143 SPACES 5 EMPLOYEES ON LARGEST SHIFT = 5 SPACES
CLUBHOUSE/POOL AREA:	1 SPACE PER 1,500 SF OF USEABLE RECREATION AREA X 10,500 SF = 7 SPACES
PARKING PROVIDED:	369 SPACES
MAXIMUM BUILDING HEIGHT:	
SINGLE-FAMILY ATTACHED & SINGLE FAMILY DETACHED:	2 STORY (APPROX. 35 FT)
MULTIPLE-FAMILY:	4 STORY (APPROX. 55 FT)
MINIMUM YARD REQUIREMENTS:	
SINGLE-FAMILY ATTACHED:	
FRONT:	20 FT
SIDE: (APPLICABLE TO SIDE OF END UNITS WITHOUT AN ATTACHED DWELLING)	10 FT
REAR:	20 FT
SINGLE FAMILY DETACHED:	
FRONT:	20 FT
SIDE:	5 FT
REAR:	20 FT
ESTIMATED VEHICLE TRIPS:	REFER TO TRAFFIC STUDY PREPARED BY GOROVE SLADE TITLED "TRAFFIC IMPACT STUDY ROUTE 208 ACTIVE ADULT COMMUNITY SPOTSYLVANIA COUNTY, VA" DATED MAY 5, 2018 FOR TRAFFIC VOLUMES & DIRECTIONAL SPLIT

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 APRIL 2018
2. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED DURING CONSTRUCTION IN ACCORDANCE WITH THE VA. EROSION AND SEDIMENT CONTROL HANDBOOK.
3. WETLANDS AND STREAM CHANNELS SHOWN ON THIS PLAN WERE DELINEATED BY TNT ENVIROMENTAL.
4. THERE ARE NO KNOWN DAM BREAK INUNDATION ZONES WITHIN THE LIMITS OF THE SITE.
5. THERE ARE NO KNOWN HISTORIC BUILDINGS, ARCHAEOLOGICAL FEATURES, OR HISTORIC DISTRICTS ON SITE.
6. THERE ARE NO KNOWN PLACES OF BURIAL ON SITE.
7. 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.
8. 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 REQUIREMENTS, FULFILL COMPLIANCE WITH STATE AND FEDERAL AGENCY REGULATIONS INCLUDING, BUT NOT LIMITED TO, DHR, VDOT, DEQ, DCR, ARMY CORPS., ETC., AND COMPLIANCE WITH THE REQUIREMENTS OF THE COUNTY'S DEVELOPMENT REGULATIONS AND DESIGN STANDARDS MANUAL. 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.
9. STORMWATER MANAGEMENT WILL BE ACHIEVED THROUGH THE USE OF BEST MANAGEMENT PRACTICES LOCATED REGIONALLY, ON INDIVIDUAL LOTS, AND/OR 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.
10. 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. MULTI–FAMILY STRUCTURES WILL BE SERVED BY CENTRALIZED ON–SITE COLLECTION AREAS. A PRIVATE REFUSE COLLECTION SERVICE WILL COLLECT AND TRANSPORT THE SOLID WASTE TO A COUNTY APPROVED DISPOSAL/COLLECTION SITE.
11. 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 5103080200C EFFECTIVE FEBURARY 18, 1998.
12. THE HOMEOWNER'S ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL COMMON LAND AND FACILITIES WITHIN THE DEVELOPMENT.
13. ALL PROPOSED SUBDIVISION STREETS SHOWN ON THE PLAN ARE PRIVATE.
14. ALL LOTS SHALL HAVE DRIVEWAY CONNECTIONS TO THE INTERNAL SUBDIVISION STREETS ONLY. NO LOTS SHALL HAVE DIRECT ACCESS TO COURTHOUSE ROAD.
15. EASEMENTS MAY EXIST THAT ARE NOT SHOWN HEREON.
16. ALL LIGHTING SHALL COMPLY WITH SPOTSYLVANIA COUNTY STANDARDS.
17. PRIVATE ROADS INTERIOR TO THE DEVELOPMENT SHALL BE SUITABLE FOR EMERGENCY VEHICLE ACCESS.
18. THIS DEVELOPMENT SHALL COMPLY WITH ALL SPOTSYLVANIA COUNTY CODE REQUIREMENTS.

PROPERTY OWNER	APPLICANT	ENGINEER
TM 35-A-9 CARLTON FLIPPO & DONNA L CURTIS 10300 COURTHOUSE RD SPOTSYLVANIA, VA 22553 540-710-5857	ATFD, LLC 108 CARROLL CIRCLE FREDERICKSBURG, VA 22405 540-379-3104	FAIRBANKS & FRANKLIN 1005 MAHONE STREET FREDERICKSBURG, VIRGINIA 22401 540-899-3700
TM 35-A-8A DONNA L CURTIS 10316 COURTHOUSE RD SPOTSYLVANIA, VA 22553 540-710-5857	LAND USE ATTORNEY CHARLES PAYNE HIRSCHLER FLEISCHER 725 JACKSON STREET FREDERICKSBURG, VA 22401 540-604-2108	

DWELLING UNIT BREAKDOWN	
18 AGE-RESTRICTED SINGLE FAMILY ATTACHED VILLAS	(LOTS 1-18)
22 AGE-RESTRICTED SINGLE FAMILY DETACHED LOTS	(LOTS 19-40)
215 AGE-RESTRICTED MULTIPLE-FAMILY UNITS	
TOTAL UNITS = 255	

ESTIMATED WATER AND SEWER USAGE

WATER USAGE	SEWER USAGE
53,000 GPD	53,000 GPD

ZONING COMPARISON

	ZONING	R-1	PDH-16
SINGLE FAMILY DETACHED	ALLOWED DENSITY	1 DU PER 2 ACRES (CONV. SUBD.) 1 DU PER 1.5 ACRES (CLUSTER SUBD.)	16 DWELLING UNITS PER ACRE
	ALLOWED YIELD	7 DU (CONV. SUBD.) 9 DU (CLUSTER SUBD.)	256 DU
SINGLE FAMILY ATTACHED	ALLOWED DENSITY	NONE	16 DWELLING UNITS PER ACRE
	ALLOWED YIELD	NONE	256 DU
MULTIPLE FAMILY	ALLOWED DENSITY	NONE	16 DWELLING UNITS PER ACRE
	ALLOWED YIELD	NONE	256 DU
	MINIMUM LOT SIZE	2 AC (CONV. SUBD.) 20,000 (CLUSTER SUBD.)	NO REQUIREMENT FOR EACH USE OR BUILDING
	MINIMUM LOT WIDTH	100 FT (CONV. SUBD.) 80 FT (CLUSTER SUBD.)	NO REQUIREMENT FOR EACH USE OR BUILDING

Fairbanks & Franklin
Civil Engineering
Land Planning
1005 Mahone Street
Fredericksburg, VA 22401
(540) 899-3700

176-1058 WINDING CREEK GDP FOR REZONING 02-22-19

COVER SHEET

WINDING CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA

COMMONWEALTH OF VIRGINIA
JONATHAN D. FAIRBANKS
Lic. No. 035219
02-22-19
PROFESSIONAL ENGINEER

DATE : 05-11-18
DESIGNED: JDF
DRAWN : JAC
CHECKED : JRF

REVISIONS: 11-05-18
07-11-18 12-18-18
09-11-18 01-18-19
09-18-18 02-22-19
10-08-18

DOCUMENT NO.
176-1058

SHEET 1 OF 4

APPROVAL

TM 35H-2-81
N/F CAMBRIDGE HOMEOWNERS ASSN INC DB 1224 PG 612
ZONING: R-1
USE: OPEN SPACE

TM 35H-2-82
N/F LAVANIEL D ENNIS
OR GLORIA L ENNIS
DB 1267 PG 540
ZONING: R-1
USE: RESIDENTIAL

TM 35H-2-83
N/F ANTHONY C BELL
OR
ANGELA M BELL
DB 1300 PG 287
ZONING: R-1
USE: RESIDENTIAL

TM 35H-2-84
N/F JASON BISCAMP
OR
SUSAN BISCAMP
INST#201200006002
ZONING: R-1
USE: RESIDENTIAL

TM 35H-2-85
N/F PAUL C R PERRY SR
INST#201100017657
ZONING: R-1
USE: RESIDENTIAL

TM 35H-2-81
N/F AARON RAYFORD & KERI RAYFORD
INST#201700023012
ZONING: R-1
USE: RESIDENTIAL

TOP=237.06
INV.IN=227.10
INV.OUT=226.13

TOP=233.89
INV.IN=224.01
INV.OUT=223.93

TOP=230.99
INV.IN=223.17
INV.OUT=223.07

TM 35-A-8
2.00 ACRE FAMILY SUBDIVISION PARCEL

TM 35-A-8
N/F CARLTON D FLIPPO
INST#190020397
ZONING: R-1
USE: RESIDENTIAL
2.00 ACRES

STRUCTURES TO REMAIN
SHED
SHED
SHED
STRUCTURE TO REMAIN

STRUCTURE TO REMAIN
1 STORY FRAME DWELLING

TM 35-10-3
N/F ZP NO 17 LLC
C/O AHOLD FIN SERV LEASE ACCOUNTING
DB 7 PG 464
ZONING: C-2
USE: STORMWATER MANAGEMENT

APPROXIMATE WETLANDS
EXISTING TREELINE
APPROXIMATE STREAM
APPROXIMATE WETLANDS
APPROX. RPA
APPROX. RPA

TM 34F-4-K
N/F BRECKENRIDGE PROPERTY OWNERS ASSOC
INST#200500023491
ZONING: PDH-2
USE: OPEN SPACE

STRUCTURE TO BE REMOVED
1 STORY MOBILE HOME
PROPERTY LINE TO BE EXTINGUISHED

20' PRIVATE INGRESS/EGRESS EASEMENT FOR BENEFIT OF TM 35-A-8 (2.00 ACRE FAMILY SUBDIVISION PARCEL). EASEMENT WILL BE RELOCATED TO FOLLOW INTERNAL TRAVEL LANES WHEN WINDING CREEK IS DEVELOPED.

GIANT FOOD

TM 35-10-2
N/F ZP NO 17 LLC
C/O AHOLD FIN SERV LEASE ACCOUNTING
DB 7 PG 464
ZONING: C-2
USE: RETAIL

LIMITS OF HCOD (APPROXIMATELY 400' FROM FUTURE RIGHT-OF-WAY ALONG COURTHOUSE ROAD)

TM 35-A-8A
N/F DONNA L CURTIS
INST#190004685
ZONING: R-1
USE: RESIDENTIAL
7.460 ACRES

TM 35-A-9
N/F DONNA L CURTIS & CARLTON D FLIPPO
DB 0 PG 132
ZONING: R-1
USE: RESIDENTIAL
8.758 ACRES

8"W
4"PVC
INV.=250.04

TM 34F-4-35
N/F US BANK NATIONAL ASSOCIATION TR
C/O B&G LLC - R RIGHTS CENTER E TWR INST# 200900011771
ZONING: PDH-2
USE: RESIDENTIAL

LITCHFIELD DRIVE

STRUCTURE TO BE REMOVED
CARPORT
STRUCTURE TO BE REMOVED
GARAGE
STRUCTURE TO BE REMOVED
1 STORY FRAME DWELLING

20' PRIVATE INGRESS/EGRESS EASEMENT FOR BENEFIT OF TM 35-A-8 (2.00 ACRE FAMILY SUBDIVISION PARCEL). EASEMENT WILL BE RELOCATED TO FOLLOW INTERNAL TRAVEL LANES WHEN WINDING CREEK IS DEVELOPED.

H1 HONEST-1 AUTO CARE

TM 35-10-1
N/F ZP NO 17 LLC
DB 1765 PG 450
ZONING: C-2
USE: RETAIL

TM 34F-4-L
N/F BRECKENRIDGE PROPERTY OWNERS ASSOC
INST#200500023491
ZONING: PDH-2, R-1
USE: OPEN SPACE

TM 35-A-10
N/F TRICORD INC
INST#200300024767
ZONING: R-1
USE: VACANT

16"W (FROM GIS)
16"W (FROM GIS)

COURTHOUSE ROAD (ROUTE 208)
MINOR ARTERIAL

NORTH ZONE
VCS 1983

LEGEND

OVERALL PROPERTY BOUNDARY
CONTOUR

EXISTING		PROPOSED
8"W	WATER	8"W
8"S	SEWER	8"S
S	SANITARY MANHOLE	S
⊗	WATER VALVE	⊗
◇	FIRE HYDRANT	◇
○	UTILITY POLE	

50 25 0 50 100 150
SCALE IN FEET

Fairbanks & Franklin
Civil Engineering
Land Planning
1005 Mahone Street
Fredericksburg, VA 22401
(540) 899-3700

EXISTING CONDITIONS

WINDING CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA

COMMONWEALTH OF VIRGINIA
JONATHAN D. FAIRBANKS
Lic. No. 035219
02-22-19
PROFESSIONAL ENGINEER

DATE :	05-11-18
DESIGNED:	JDF
DRAWN :	JAC
CHECKED :	JRF

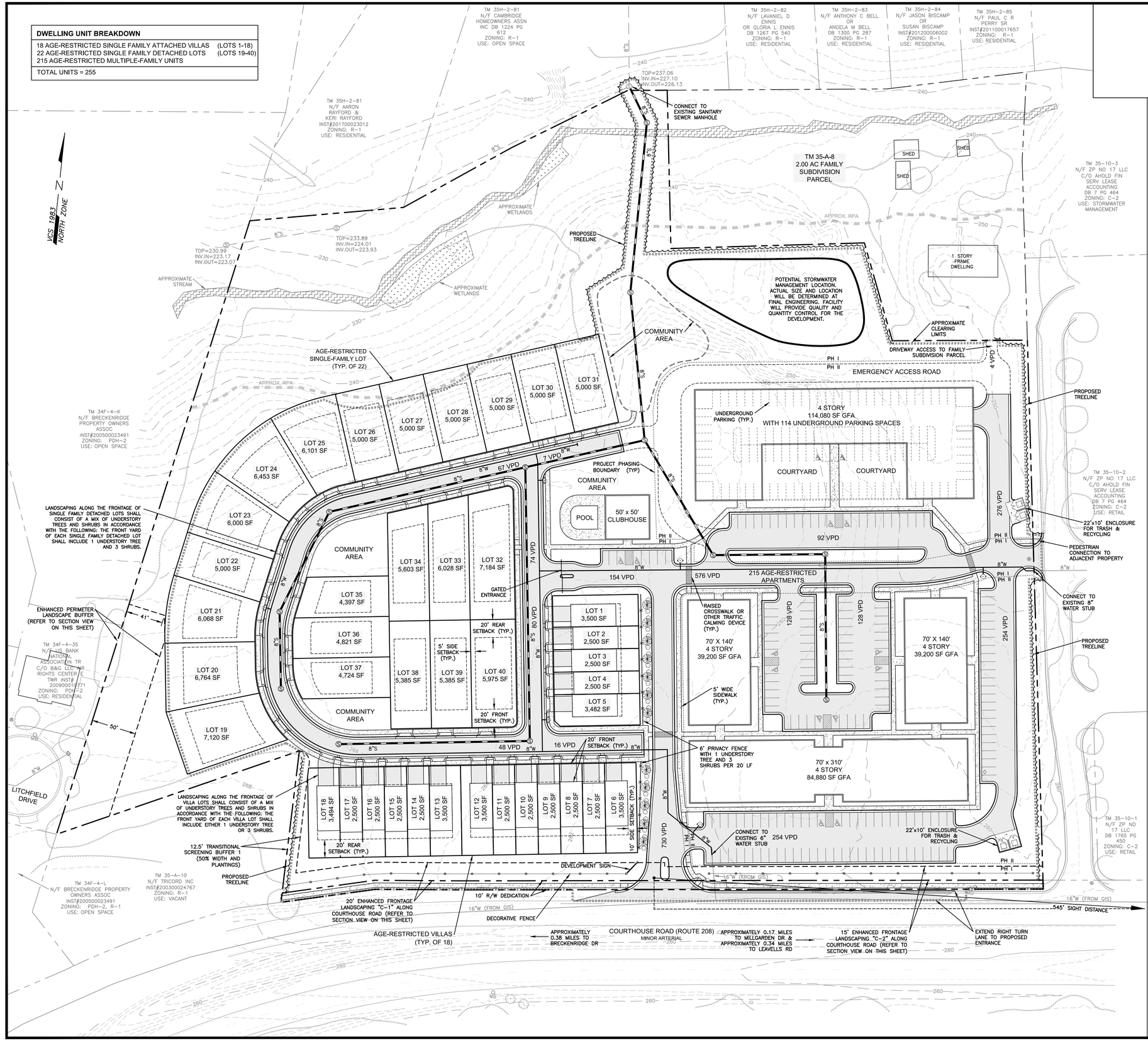
REVISIONS:	
07-11-18	11-05-18
09-11-18	12-18-18
09-18-18	01-18-19
10-08-18	02-22-19

DOCUMENT NO.
176-1058

SHEET
2 OF **4**

DWELLING UNIT BREAKDOWN	
18 AGE-RESTRICTED SINGLE FAMILY ATTACHED VILLAS	(LOTS 1-18)
22 AGE-RESTRICTED SINGLE FAMILY DETACHED LOTS	(LOTS 19-40)
215 AGE-RESTRICTED MULTIPLE-FAMILY UNITS	
TOTAL UNITS = 255	

APPROVAL

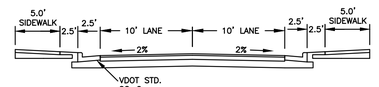


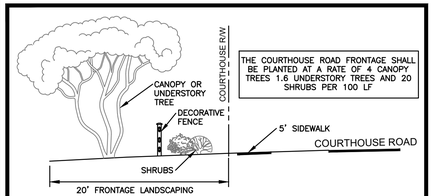
LEGEND

- OVERALL PROPERTY BOUNDARY
- PROPOSED LOT BOUNDARY
- CONTOUR
- SETBACK
- LANDSCAPE BUFFER
- PROPOSED CONCRETE
- PROPOSED PAVEMENT

EXISTING		PROPOSED
8"W	WATER	8"W
8"S	SEWER	8"S
Ⓢ	SANITARY MANHOLE	Ⓢ
⊗	WATER VALVE	⊗
◇	FIRE HYDRANT	◇
○	UTILITY POLE	

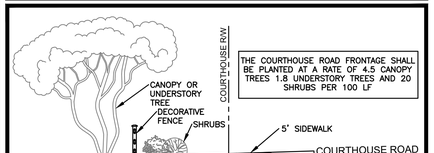
PRIVATE ROAD SECTION





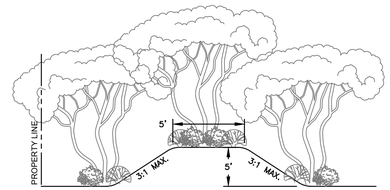
THE COURTHOUSE ROAD FRONTAGE SHALL BE PLANTED AT A RATE OF 4 CANOPY TREES 1.6 UNDERSTORY TREES AND 20 SHRUBS PER 100 LF

COURTHOUSE ROAD ENHANCED FRONTAGE LANDSCAPING "C-1" SECTION



THE COURTHOUSE ROAD FRONTAGE SHALL BE PLANTED AT A RATE OF 4.5 CANOPY TREES 1.8 UNDERSTORY TREES AND 20 SHRUBS PER 100 LF

COURTHOUSE ROAD ENHANCED FRONTAGE LANDSCAPING "C-2" SECTION



ENHANCED PERIMETER LANDSCAPE BUFFER SHALL BE PLANTED AT A RATE EQUIVALENT TO TRANSITIONAL SCREENING BUFFER 1 OR GREATER

ENHANCED PERIMETER LANDSCAPE BUFFER

50 25 0 50 100 150

SCALE IN FEET

Fairbanks & Franklin

Civil Engineering
Land Planning

1005 Mahone Street
Fredericksburg, VA 22401
(540) 899-3700

GENERALIZED DEVELOPMENT PLAN

WINDING CREEK

GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA

COMMONWEALTH OF VIRGINIA
JONATHAN D. FAIRBANKS
Lic. No.035219
02-22-19
PROFESSIONAL ENGINEER

DATE :	05-11-18
DESIGNED:	JDF
DRAWN :	JAC
CHECKED :	JRF

REVISIONS:	
07-11-18	11-05-18
09-11-18	12-18-18
09-18-18	01-18-19
10-08-18	02-22-19

DOCUMENT NO.
176-1058

SHEET **3** OF **4**

APPROVAL

THIS PLAN ILLUSTRATES THE PROPOSED ACCESS POINT ON ROUTE 208 AND THE REQUIRED ROADWAY IMPROVEMENTS IF THERE IS NO VEHICULAR CONNECTION TO TM 35-10-2 (GIANT PARCEL)

BRECKENRIDGE DRIVE

BRITTANY COMMONS BLVD

VCS 1983 NORTH ZONE

PROPOSED STORAGE=250'

PROPOSED TAPER=200'

EXISTING STORAGE=150'

EXISTING TAPER=135'

EXTEND LEFT TURN STORAGE/TAPER AS SHOWN

COURTHOUSE ROAD (ROUTE 208)

COURTHOUSE ROAD AND BRECKENRIDGE DRIVE INTERSECTION IMPROVEMENTS

0 50 100

SCALE IN FEET

TM 35-A-8
2.00 AC FAMILY SUBDIVISION PARCEL

SHED

SHED

SHED

APPROX. RPA

1 STORY FRAME DWELLING

POTENTIAL STORMWATER MANAGEMENT LOCATION. ACTUAL SIZE AND LOCATION WILL BE DETERMINED AT FINAL ENGINEERING. FACILITY WILL PROVIDE QUALITY AND QUANTITY CONTROL FOR THE DEVELOPMENT.

TM 35-10-3
N/F ZP NO 17 LLC
C/O AHOLD FIN SERV LEASE ACCOUNTING
DB 7 PG 464
ZONING: C-2
USE: STORMWATER MANAGEMENT

COMMUNITY AREA

AGE-RESTRICTED SINGLE-FAMILY LOT (TYP. OF 22)

EMERGENCY ACCESS ROAD

4 STORY
114,080 SF GFA
WITH 114 UNDERGROUND PARKING SPACES

COURTYARD

COURTYARD

TM 34F-4-K
N/F BRECKENRIDGE PROPERTY OWNERS ASSOC
INST#200500023491
ZONING: PDH-2
USE: OPEN SPACE

LOT 25 6,101 SF

LOT 26 5,000 SF

LOT 27 5,000 SF

LOT 28 5,000 SF

LOT 29 5,000 SF

LOT 30 5,000 SF

LOT 31 5,000 SF

LOT 24 6,453 SF

LOT 23 6,000 SF

LOT 22 5,000 SF

LOT 21 6,068 SF

LOT 20 6,764 SF

LOT 19 7,120 SF

COMMUNITY AREA

POOL

50' x 50' CLUBHOUSE

COMMUNITY AREA

LOT 35 4,397 SF

LOT 36 4,821 SF

LOT 37 4,724 SF

COMMUNITY AREA

LOT 34 5,603 SF

LOT 33 6,028 SF

LOT 32 7,184 SF

LOT 38 5,385 SF

LOT 39 5,385 SF

LOT 40 5,975 SF

LOT 1 3,500 SF

LOT 2 2,500 SF

LOT 3 2,500 SF

LOT 4 2,500 SF

LOT 5 3,482 SF

215 AGE-RESTRICTED APARTMENTS

70' X 140' 4 STORY 39,200 SF GFA

70' X 140' 4 STORY 39,200 SF GFA

70' x 310' 4 STORY 84,880 SF GFA

LOT 18 3,484 SF

LOT 17 2,500 SF

LOT 16 2,500 SF

LOT 15 2,500 SF

LOT 14 2,500 SF

LOT 13 3,500 SF

LOT 12 3,500 SF

LOT 11 2,500 SF

LOT 10 2,500 SF

LOT 9 2,500 SF

LOT 8 2,500 SF

LOT 7 2,500 SF

LOT 6 3,500 SF

TM 35-10-2
N/F ZP NO 17 LLC
C/O AHOLD FIN SERV LEASE ACCOUNTING
DB 7 PG 464
ZONING: C-2
USE: RETAIL

NO CONNECTION TO ADJACENT PARCEL

TM 34F-4-35
N/F US BANK NATIONAL ASSOCIATION TR
C/O B&G LLC - AR RIGHTS CENTER E
TWR INST# 200900017771
ZONING: PDH-2
USE: RESIDENTIAL

LITCHFIELD DRIVE

TM 35-10-1
N/F ZP NO 17 LLC
DB 1765 PG 450
ZONING: C-2
USE: RETAIL

TM 34F-4-L
N/F BRECKENRIDGE PROPERTY OWNERS ASSOC
INST#200500023491
ZONING: PDH-2, R-1
USE: OPEN SPACE

TM 35-A-10
N/F TRICORD INC
INST#200300024767
ZONING: R-1
USE: VACANT

AGE-RESTRICTED VILLAS (TYP. OF 18)

APPROXIMATELY 0.38 MILES TO BRECKENRIDGE DR

COURTHOUSE ROAD (ROUTE 208)
MINOR ARTERIAL

APPROXIMATELY 0.17 MILES TO MILLGARDEN DR & APPROXIMATELY 0.34 MILES TO LEAVELLS RD

50 25 0 50 100 150

SCALE IN FEET

Fairbanks & Franklin

Civil Engineering
Land Planning

1005 Mahone Street
Fredericksburg, VA 22401
(540) 899-3700

ALTERNATIVE ACCESS PLAN

WINDING CREEK
GENERALIZED DEVELOPMENT PLAN FOR REZONING
SPOTSYLVANIA COUNTY, VIRGINIA

COMMONWEALTH OF VIRGINIA
JONATHAN D. FAIRBANKS
Lic. No. 035219
02-22-19
PROFESSIONAL ENGINEER

DATE :	05-11-18
DESIGNED:	JDF
DRAWN :	JAC
CHECKED :	JRF

REVISIONS:	
07-11-18	11-05-18
09-11-18	12-18-18
09-18-18	01-18-19
10-08-18	02-22-19

DOCUMENT NO.
176-1058

SHEET **4** OF **4**

WINDING CREEK
SPOTSYLVANIA COUNTY, VA

SB 549 PROFFER ANALYSIS

JANUARY 16, 2019

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

WINDING CREEK
SPOTSYLVANIA COUNTY, VA

SB 549 PROFFER ANALYSIS

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I. Introduction

The purpose of this document is to satisfy portions of the SB 549 proffer analysis requirement (as subsequently described) for the proposed Winding Creek Residential Development (the "Development") and its associated residential rezoning submission. More specifically, this document addresses legislative requirements and Spotsylvania County policy related to "proffers" (a one-time voluntary monetary commitment from a property owner related to a property that is subject to rezoning) for the Development.

LEGISLATION PERTAINING TO RESIDENTIAL PROFFERS

Section 15.2-2303.4 of the Code of Virginia (the "Residential Proffer Legislation") places certain limitations on proffers for residential rezoning cases filed after July 1, 2016. As stipulated by the Residential Proffer Legislation, a local government may only request or accept a proffer if it is directly related to the impact on public facilities and services specifically attributable to the property subject to residential rezoning. Moreover, the Residential Proffer Legislation does not allow for the proffer to be unreasonable.

The Residential Proffer Legislation designates four categories of public improvements and facilities, which are as follows:

- **Public school facility improvements:** construction of new primary and secondary public schools or expansion of existing primary and secondary schools, to include all buildings, structures, parking, and other costs directly related thereto;

- **Public safety facility improvements:** construction of new law enforcement, fire, emergency, medical, and rescue facilities or expansion of existing public facilities, to include all buildings, structures, parking and other costs directly related thereto;

- **Public park facility improvements:** construction of public parks or improvements and/or expansion of existing public parks, with "public parks" including playgrounds and other recreational facilities;

- **Public transportation facility improvements:** construction of new roads and improvement or expansion of existing roads as required by applicable standards of the Virginia Department of Transportation, or the applicable standards or a locality, and construction, improvement, or expansion of buildings, structures, parking, and other costs directly related to transit.

According the Residential Proffer Legislation, no public facility improvement shall include any operating expense of an existing public facility, such as ordinary maintenance or repair, or any capital improvement to an existing public facility, such as a renovation or technology upgrade, that does not expand the capacity of such facility. In addition, all proffers will be deemed unreasonable unless the proffer addresses an impact on public facilities that is specifically attributable to the proposed residential development and for which there will not be adequate existing capacity for the proposed residential development.

This document includes calculations of the projected impact of the Development on public school facility improvements, public safety facilities improvements, and public park facility improvements, and public transportation facility improvements. A separate traffic impact analysis is being prepared that will address impacts to public transportation facility improvements.

SB 549 PROFFER ANALYSIS

In response to the Residential Proffer Legislation, Spotsylvania County adopted policies to ensure any proffer requested or accepted meets the standards mandated by the legislation.

This document focuses on the identification of potential impacts to public facility improvements resulting from the proposed Development. As subsequently discussed, calculations of proposed proffers will be reviewed after Spotsylvania County has had the opportunity to provide comments to this document.

Subsequent sections of this document provide a detailed description of the Development and its potential impacts on public facility improvements. This document also provides a detailed explanation of the methodology employed in calculating these impacts.

II. The Development

DEVELOPMENT SUMMARY

As proposed by ATFD, LLC (the "Developer," or the "Applicant"), the Development is a residential community that includes 135 age-restricted apartment units, eighty age-restricted condominium units, eighteen age-restricted villas, and twenty-two age-restricted single-family detached units on an approximately 16.218-acre site within the Courtland Magisterial District in Spotsylvania County.

Existing development on the site includes a trailer and one single-family detached units, which will be retained on a newly subdivided parcel by the current owner. The remaining existing structures will be removed to facilitate the Development. As subsequently noted, the maximum residential development allowed by-right under current zoning is nine single-family detached units. Accordingly, impacts herein are estimated for those units net of the nine "by-right" units, or thirteen age-restricted single-family detached units (calculated as twenty-two proposed units – nine by-right units), 135 age-restricted apartment units, eighty age-restricted condominium units, and eighteen age-restricted villas.

THE SITE

The site of the proposed Development is generally bounded by Courthouse road to the south, the Hilltop Square Shopping Center to the east, and existing residential development to the north and west. The site includes the following GPINs:

35-A-8 35-A-9

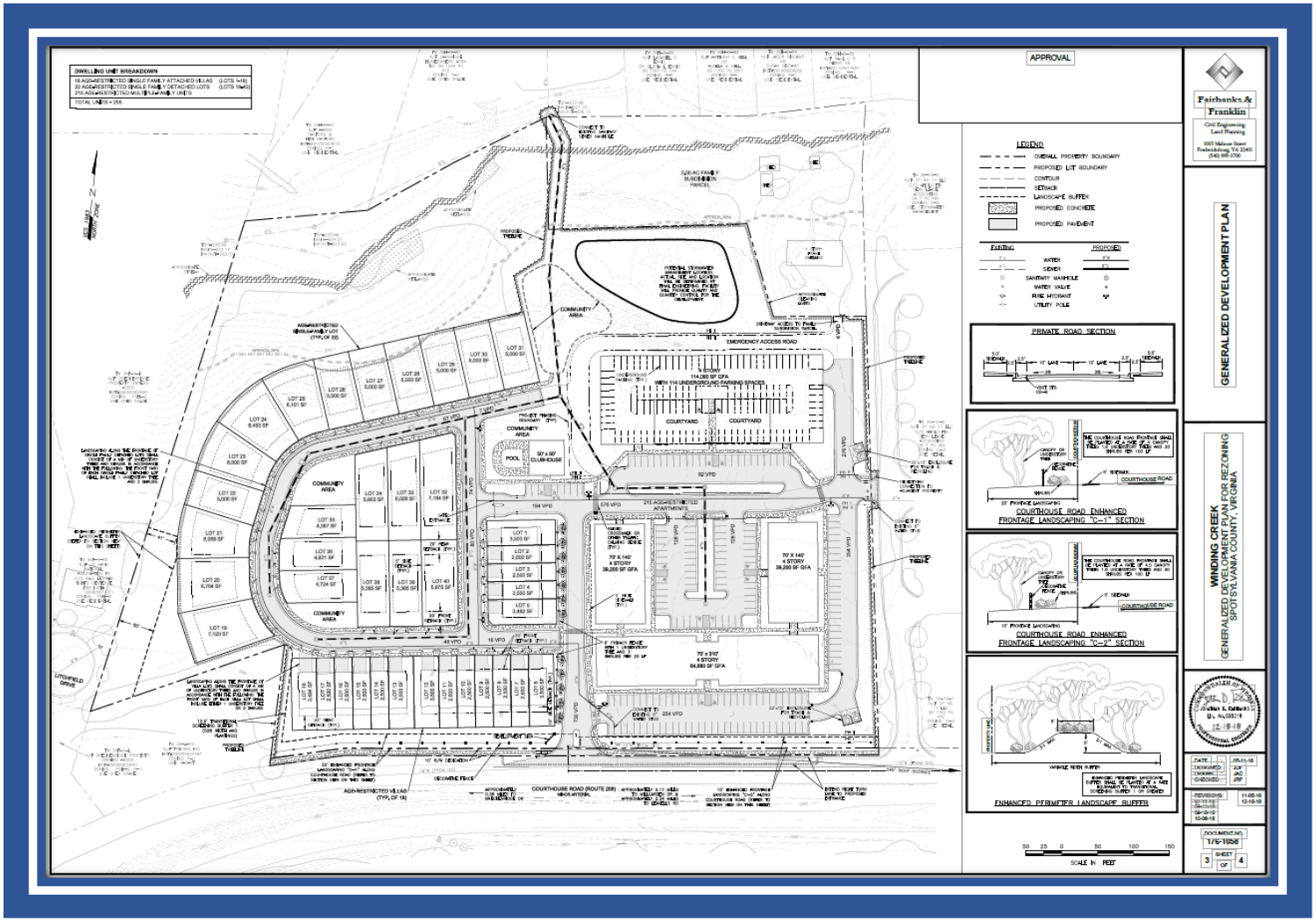
The total acreage of these two parcels is 16.218 acres.

The site (see Exhibit A) is contemplated as a Planned Development Housing 16 District ("PDH-16"), which allows for a maximum density of sixteen dwelling units per acre. According to the Spotsylvania County Code of Ordinances (the "County Code"), PDH Districts are established "to encourage innovative and creative design in the development of land for residential and other selected secondary uses."

The parcels within the Development site are currently zoned as a Residential 1 District ("R-1"). According to the County Code, the purpose of R-1 zoning is "to provide for low-density, single-family detached residential uses in a suburban setting." The Applicant seeks approval for the appropriate rezoning to facilitate the contemplated Development. Current zoning allows for the construction of nine single-family detached units at the site.[1]

[1] Based on one dwelling unit per one and one-half gross acres in cluster subdivisions.

EXHIBIT A: DEVELOPMENT SITE PLAN



III. Public Facility Improvement Impacts

OVERVIEW

This document includes a calculation of public facility impacts, which are detailed in the subsequent sub-sections. Included in each section is a discussion of the methodology employed in estimating impacts. The included subsections are as follows:

- **Public school facility improvements –** In keeping with Spotsylvania County practices, impacts are calculated collectively for elementary, middle, and high schools, and are based on projected incremental additional students that will result from the Development.

- **Public safety facility improvements –** Also in keeping with County practices, impacts are calculated for Sheriff's Department as well as fire and rescue services and are based on projected incremental additional residents that will result from the Development.

- **Public park facility improvements –** Impacts are based on projected incremental additional residents that will result from the Development.

A separate traffic impact analysis has been prepared that addresses impacts to public transportation facility improvements.

III-A. Public School Facility Improvement Impacts

METHODOLOGY

To project impacts to public school facility improvements, MuniCap first researched the student generation factors used by Spotsylvania County Public Schools. These factors are calculated separately by school type (elementary, middle, and high school) and by unit type (single-family detached, townhouse, and multi-family). The student generation factors are shown below in Table III-A.1.

TABLE III-A.1
Current Student Generation Factors[(a)]

Unit Type	*Elementary School*	*Middle School*	*High School*	*Total*
Single-family detached	0.2577	0.1307	0.1832	0.5716
Single-family attached	0.3072	0.1286	0.1453	0.5811
Multi-family	0.0940	0.0386	0.0507	0.1833

[(a)] Source: Spotsylvania County Schools.

These student generation factors are applied to proposed units that are in excess of development allowed under the current zoning designation and that are expected to generate students. As all units within the Development are age-restricted, it is assumed that none of the units will generate any additional students and thus will not impact County public school facilities.

PROJECTED NET STUDENT IMPACTS

As previously described, the Development consists of age-restricted units. No additional students are expected to be generated as a result of the Development.

MITIGATION STRATEGIES

The Residential Proffer Legislation stipulates that proffers can only provide for needs exceeding existing capacity. Since the Development is not expected to create an additional service demand for elementary, middle, and high school facilities, any proffer related to such school facilities would be inappropriate under the Residential Proffer Legislation. Accordingly, no proffer has been calculated for public school facility costs.

The Applicant will coordinate with appropriate Spotsylvania County staff after they have had the opportunity to review this document and provide comments. The Applicant will undertake efforts necessary to ensure that the proposed mitigation strategy is consistent with all applicable law, including, but not limited to, the Residential Proffer Legislation.

III-B. Public Safety Facility Improvement Impacts

METHODOLOGY

To estimate public safety facilities, MuniCap first estimated the total population that will reside within the proposed Development based on U.S. Census Bureau data. MuniCap then applied the level of service ("LOS") standards for various public safety services as identified in the Spotsylvania County Comprehensive Plan to calculate the impact of the Development on public safety services. MuniCap then compared the existing capacity at the relevant public safety facilities to the forecasted increase in required services resulting from the proposed development and determined whether the projected demand exceeded current capacity.

PROJECTED NET RESIDENT IMPACTS

As previously described, the Development includes thirteen new for-sale age-restricted single-family detached units in excess of current zoning allowance. In addition, the Development includes 135 age-restricted apartment units, eighty age-restricted condominium units, and eighteen age-restricted villas. Based on projected development and the County's resident generation factors, the proposed Development will house an estimated 400 total residents, including 373 in units exceeding the current zoning allowance, as shown below in Table III-B.1.

TABLE III-B.1
Projected Residents – Development

Unit Type	*Units[a]*	*Residents Per Unit[b]*	*Total Projected Residents*
Single-family detached (total)	22	2.00	44
Age-restricted apartments	135	1.49	201
Age-restricted condominiums	80	1.49	119
Age-restricted villas	18	2.00	36
Total (all units)	**255**		**400**
Less: SFD units allowed by-right	**9**	**3.04**	**27**
Total (above by-right)	**246**		**373**

(a) Source: ATFD, LLC.

(b) Source: Spotsylvania County Planning Department

CURRENT CAPACITY OF PUBLIC SAFETY FACILITIES

Sheriff's Department Facilities

According to the County's Comprehensive Annual Financial Report, the Sheriff's Department received 124,105 service calls in Fiscal Year 2018, although the percentage of these calls allocated to residential properties relative to other properties is not known at the time of this writing. Based on U.S. Census data, the current County population is 133,033; the projected 373 residents generated by the Development represent an increase of 0.28% to the current resident population (calculated as 373 new residents ÷ 133,033 current residents).

The County Capital Improvement Plan does not include any improvements that increase the current capacity of Sheriff's Department facilities. Accordingly, no proffers have been calculated for Sheriff's Department facilities.

The Applicant will coordinate with appropriate County staff to confirm that the Development does not create an impact on Sheriff's Department facility space that exceeds current capacity.

Fire and Rescue Facilities

According to the Spotsylvania County Fire Department, the Development will be served by Fire Station #4, located approximately 2.7 miles from the Development site.

As stated in the County Capital Improvement Plan, the County's call volume for Fiscal Year 2017 was 17,227. Based on the County's population of 133,033, the call volume per resident is 0.129 (calculated as 17,227 calls ÷ 133,033 residents).[2] Using this call volume per resident, the 373 projected residents at the Development would increase overall call volume by 48.30, as shown below in Table III-B.2.

TABLE III-B.2
Projected Fire and Rescue Facility Impacts

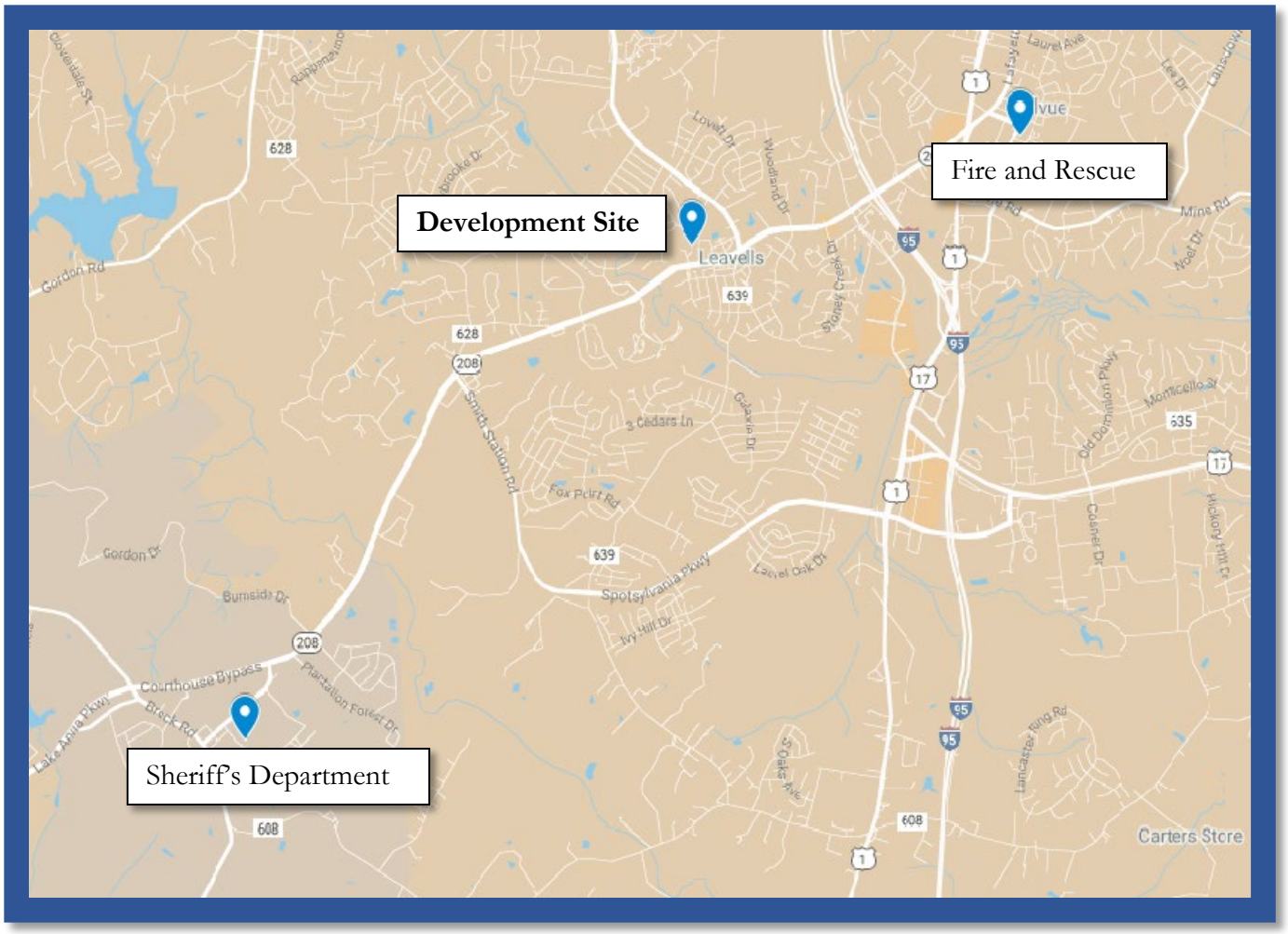
Facility Type	*Projected Resident Impact*	*Call Volume Per Resident*	*Projected Call Volume Increase*
Fire and rescue	373	0.129	48.30

The County Capital Improvement Plan states that the call volume capacity for Fire Station #4 is 2,500 per year, and the actual call volume for the station in Fiscal Year 2017 was 3,864, meaning the station had no excess call volume to absorb future development. Therefore, the estimated additional call volume attributable to the Development as shown in Table III-B.2 exceeds the capacity of the station. However, the County Capital Improvement Plan does not include any improvements that increase current call volume capacity within the service area of the Development.

The County Capital Improvement Plan includes an allocation for a new Fire Training and Logistics Center, which will serve all County fire stations. This study includes a proffer based on the cost of this facility on a per capita basis, in accordance with County policy.

[2] According to the County Fire Department, call volume is not tracked by residential vs. non-residential calls.

EXHIBIT E: AREA MAP (DEVELOPMENT SITE & PUBLIC SAFETY FACILITIES)



MITIGATION STRATEGIES

As mentioned, the Development creates impacts in excess of current County public safety facility capacity for Fire Station #4. However, the County Capital Improvement Plan does not include any capital improvements to Sheriff's Department, Emergency Communications, Fire and Rescue, or Animal Control facilities that increase capacity in the Development's service area, other than the aforementioned Fire Training & Logistics Center. As such, any proffer related to such facilities would be inappropriate under the Residential Proffer Legislation.

The capital costs of the Fire Training & Logistics Center are $4,250,000. As this facility will serve the entire County, costs are apportioned based on a per resident basis.

- The current County population is 133,033.

- The projected resident increase from all units at the Development is 400 (as shown in Table III-B.1) and the total projected County population, including the Development, is 133,433 (calculated as 133,033 current residents + 400 new residents).

- The projected resident increase from the units above by-right at the Development site is 373 (as shown in Table III-B.1) and the total projected County population, including the Development in excess of the by-right units, is 133,406 (calculated as 133,033 current residents + 373 new residents).

- The per capita cost of the Fire Training & Logistics Center is $31.85 (calculated as $4,250,000 ÷ 133,433 total projected County residents).

- Accordingly, the calculated proffer amount for the Development is $11,880.05 (calculated as $31.85 × 373 residents in units exceeding by-right units).

- The proffer amount per unit is $46.59 (calculated as $11,880.05 ÷ 255 total units).

This information is summarized in Table III-B.3 on the following page.

TABLE III-B.3
Projected Fire Training & Logistics Facility Impacts

Fires Training & Logistics Facility	
a) Total cost of new fire and rescue facility[(a)]	$4,250,000
Residents	
b) Current County residents[(b)]	133,033
c) Total projected residents at Development	400
d) Total projected residents at Development above by-right[(c)]	373
e) Total projected County population (b + c)	133,433
f) Total projected County population above by-right (b + d)	133,406
Estimated Cost Per Home	
g) Total cost of new fire and rescue facility and equipment	$4,250,000
h) Estimated cost per resident (g ÷ e)	$31.85
i) Estimated cost related to Development (h × d)	$11,880.05
j) Projected number of homes[(d)]	255
Estimated proffer cost per home -- Fire Training & Logistics Facility (i ÷ j)	**$46.59**

[(a)] Based on cost of a new fire and rescue facility as provided by Spotsylvania County staff.

[(b)] Source: U.S. Census Bureau.

[(c)] See Table III-B.2.

[(d)] Source: ATFD, LLC.

After appropriate Spotsylvania County staff has had the opportunity to review this document and provide comments, the Applicant will coordinate with the County to confirm the appropriate proffer amount necessary to mitigate the additional prorated costs of eligible public safety facility improvements. The Applicant will undertake efforts necessary to ensure that the proposed mitigation strategy is consistent with all applicable law, including, but not limited to, the Residential Proffer Legislation.

III-C. Public Parks Facility Improvement Impacts

METHODOLOGY

As with public safety facilities impacts, to project impacts on public park facilities, MuniCap first estimated the total population that will reside within the proposed Development based on U.S. Census Bureau data. MuniCap then applied the level of service standards for public parks as identified in the Spotsylvania County Comprehensive Plan to calculate the impact of the Development on public parks services. MuniCap then compared the existing capacity at the relevant public parks facilities to the forecasted increase in required services resulting from the proposed development and determined whether the projected demand exceeded current capacity.

PROJECTED NET RESIDENT IMPACTS

As previously described, the Development includes 255 new units, including age-restricted single-family detached units, apartments, condominiums, and villas. Based on projected development and the average occupancy of such residential units in the County, the proposed development will house an estimated 400 total residents, as shown in Table III-B.1 of the preceding section.

CURRENT CAPACITY OF PUBLIC PARKS FACILITIES

The County LOS standards for public parks and recreation as outlined in the Comprehensive Plan are shown below in Table III-C.

TABLE III-C.1
County Standards for Public Parks Facilities

Facility	Adopted LOS	Actual LOS	Applied Standard	Size (acre or SF)
Multi-Purpose Field	1 per 2000	1 per 2,088	1 per 2,088	2
Tennis Court	1 per 2000	1 per 1,355	1 per 2000	0.15
Baseball/Softball Diamond	1 per 3000	1 per 2,358	1 per 3000	2.5
Basketball Court	1 per 5000	1 per 2,449	1 per 5000	0.1
Playground	1 per 5000	> 1 per 5,000	1 per 5000	0.1
Community Center	1 per 15,000	1 per 18,193	1 per 18,193	5,696
Swimming Pool	1 per 20,000	1 per 4,898	1 per 20,000	0.5
Trails	1 mile per 1,000	1 mile per 5,585	1 mi per 5,585	n/a
Meeting Space	200 sf per 1,000	200 sf per 1,023	200 sf per 1,023	n/a

The Capital Improvement Plan includes the creation and/or expansion of the following parks facilities that are included in this analysis:

- *Marshall Center Auditorium Upgrades*, with total capital costs estimated at $304,000 for renovations to accommodate future needs;

- *Ni River Park*, with total capital costs estimated at $3,370,000 to provide playing fields, parking, restrooms, and access;

- *Belmont Passive Park*, with total capital costs estimated at $420,000 to provide a passive park for walking and picnics;

- *Livingston Community Center*, with total capital costs estimated at $715,000 for construction of a 3,000 square foot community center and adjacent parking;

For purposes of this analysis, these improvements are considered regional attractions and are allocated across the County population.

The Capital Improvement Plan includes additional public park facility improvements for other locations in the County. These facilities will primarily service other communities and will not directly benefit the residents at the Development. Accordingly, this analysis does not consider these park facility improvements.

MITIGATION STRATEGIES

Any proffer related to public parks must only mitigate the costs reasonably attributable to an increase in population.

In the case of the aforementioned public park improvements:

- Total estimated capital costs are $4,809,000.

- The parks are considered to be of County-wide benefit. Therefore, costs are apportioned among the County's current and projected resident population.

- The current County population is 133,033.

- The projected resident increase from all units at the Development is 400 (as shown in Table III-B.1) and the total projected County population, including the Development, is 133,433 (calculated as 133,033 current residents + 400 new residents).

- The projected resident increase from the units above by-right at the Development site is 373 (as shown in Table III-B.1) and the total projected County population, including the Development in excess of the by-right units, is 133,406 (calculated as 133,033 current residents + 373 new residents).

- The per capita cost of the park improvements is $36.04 (calculated as $4,809,000 ÷ 133,433 total projected County residents).

- Accordingly, the calculated proffer amount for the Development is $13,442.92 (calculated as $36.04 × 373 residents in units exceeding by-right units).

- The proffer amount per unit is $52.72 (calculated as $13,442.92 ÷ 255 total units).

This information is summarized below in Table III-C.2.

TABLE III-C.2
Projected Proffer Costs – Public Parks Facility Improvements

Public Park Facilities	
a) Total cost of new public park facilities[(a)]	$4,809,000
Residents	
b) Current County residents[(b)]	133,033
c) Total projected residents at Development	400
d) Total projected residents at Development above by-right[(c)]	373
e) Total projected County population (b + c)	133,433
f) Total projected County population above by-right (b + d)	133,406
Estimated Cost Per Home	
g) Estimated cost per resident (a ÷ e)	$36.04
h) Estimated cost related to Development (g × d)	$13,442.92
i) Projected number of homes[(d)]	255
Estimated proffer cost per home -- public park facilities (h ÷ i)	**$52.72**

[(a)] Based on cost of a new fire and rescue facility as provided by Spotsylvania County staff

[(b)] Source: U.S. Census Bureau.

[(c)] See Table III-B.2.

[(d)] Source: ATFD, LLC

The Applicant will coordinate with appropriate Spotsylvania County staff after they have had the opportunity to review this document and provide comments. The Applicant will undertake efforts necessary to ensure that the proposed mitigation strategy is consistent with all applicable law, including, but not limited to, the Residential Proffer Legislation.

III-D. Public Transportation Facility Improvement Impacts

METHODOLOGY

A separate traffic impact analysis has been prepared that addresses impacts to public transportation facility improvements.

IV. Conclusions

SUMMARY OF ANALYSIS

Based on MuniCap's analysis, the estimated cash proffer that may be collected from the Development is as shown below in Table IV-A.

TABLE IV-A
Summary of Analysis

Public Facilities	*Estimated Proffer per Dwelling Unit*
Public school facilities	$0.00
Public safety facilities	$46.59
Public parks facilities	$52.72
Public transportation facilities	$0.00
Estimated proffer per dwelling unit	**$99.31**
Projected number of units	255
Total projected cash proffer	**$25,323**

ASSUMPTIONS AND LIMITATIONS

The preceding narrative provides projections of impacts to public facility improvements as mandated by the Residential Proffer Legislation. This narrative is being submitted for review and comment by the appropriate Spotsylvania County staff. Upon receipt of such review and commentary, the Applicant will augment this submission with specific mitigation strategies as appropriate.

This narrative does not contemplate public transportation facility improvement impacts, which is addressed in a separate transit impact analysis.

In preparation of this narrative, MuniCap relied on multiple sources for the information presented and used herein. While these sources are believed to be reliable, MuniCap has not undertaken any efforts to independently verify the veracity of any such information.

While the methodology employed, and the content provided herein, are believed to be consistent with applicable law, including the Residential Proffer Legislation, none of the statements in this document should be construed as legal advice.

WINDING CREEK RESIDENTIAL DEVELOPMENT
SPOTSYLVANIA COUNTY, VA

FISCAL IMPACT ANALYSIS

JANUARY 16, 2019

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

WINDING CREEK RESIDENTIAL DEVELOPMENT
SPOTSYLVANIA COUNTY, VA

FISCAL IMPACT ANALYSIS

Executive Summary

This report provides estimates of non-proffered fiscal impacts to Spotsylvania County resulting from the Winding Creek residential development (the "Development"). The fiscal impacts include one-time construction impacts, one-time fees, and recurring revenues and expenses. This report provides an estimate of the additional tax revenues and expenses that Spotsylvania County may receive or incur as a result of the Development and contrasts the expected costs with expected revenue. Detailed calculations related to the fiscal impacts are included in the schedules appended hereto.

Development

The Development is situated on two parcels (as identified in the *Winding Creek, Spotsylvania County – SB549 Proffer Analysis*) within Spotsylvania County. As of 2017, the County Real Estate Office assessed the parcels at a collective value of $587,800. The planned Development includes 255 age-restricted residential units. Table A below shows the projected assessed value and real property taxes that will result from the completed Development.

TABLE A
Summary of Development

	Property Area[a]			*Estimated Market Value*[b]		
Development Type	*Units*	*GSF Per Room/Unit*[3]	*GSF*	*Per Unit*	*Per SF*	*Total Estimated Market Value*
Age-Restricted Residential						
Apartments	135	1,150	155,250	$158,870	$138	$21,447,498
Condominiums	80	1,250	94,000	$284,752	$228	$21,413,350
Villas	18	1,650	20,700	$285,958	$173	$3,587,476
Single-family detached	22	1,900	25,300	$388,653	$205	$5,175,215
Total projected assessed value at full build-out (current dollars)						$51,623,540
Base value						($587,800)
Total projected incremental value at full build-out						$51,035,740
County real property tax rate (per $100)						$0.85
Total projected real property tax at full build-out (current dollars)						**$433,804**

[a]Based on project information provided by ATFD, LLC.

[2]Estimated assessed value is based on MuniCap's research on properties near the development site. See Appendix D, attached hereto. Represents projected assessed value at full build-out, excluding inflation.

As shown in Table A, the total projected annual real property tax revenues are estimated to be $433,804 at full build-out.

Projection of Impacts

In estimating future fiscal and economic impacts on Spotsylvania County, MuniCap employed a combination of accepted approaches for such forecasts.

To calculate construction employment and economic impacts, MuniCap used IMPLAN Professional 3.0 software developed by IMPLAN Group, LLC. IMPLAN is an industry-accepted economic impact assessment software system with which trained users can create local area social accounting matrices and develop multiplier models that can be used to estimate detailed economic impacts.

For the inputs used in developing the models, such as density and cost, MuniCap relied on a variety of sources, which are noted in the appended schedules to this report. MuniCap, Inc. analyzed current commuting trends among employees in Spotsylvania County to estimate the percentage of non-resident employees that represent an increase to the County's current service population. To estimate population increases, MuniCap adopted U.S. Census Bureau data regarding median residents per owner-occupied units in Spotsylvania County.

For the calculation of economic benefits, primarily those in the form of increased tax revenue, MuniCap applied the actual taxing methodology by multiplying the applicable tax rate by the estimated taxable item in question whenever possible. For instance, MuniCap estimated real property taxes by multiplying projected assessed value by the current applicable real property tax rate. Other revenues calculated in this manner include personal property taxes levied upon vehicles, vehicle license fees, consumer utility taxes, and recordation taxes. In some instances, MuniCap estimated revenues on a per capita basis, typically when the revenue source was not in the form of a tax. In still other cases, MuniCap dismissed revenues that will likely increase as a result of the Development outright, as they represent charges for services that will likely be offset by the cost of providing said services.

To calculate fiscal impacts in the form of additional costs to Spotsylvania County, MuniCap reviewed the approved budget of various departments of the County to determine the most appropriate approach to estimating potential increases. As with revenues, MuniCap estimated some expenses were estimated on a per capita basis using residents or service population, while in other cases, MuniCap pro rated expenses on an alternative basis, such as tax revenues. Finally, in cases when MuniCap dismissed charges for services from estimates of revenues, MuniCap also disregarded the corresponding costs for services from the estimation of expenses.

MuniCap assumed a uniform net annual increase in both revenues and expenses of two percent in future years. Tax rates are current as of the date of this report.

The schedules appended hereto provide specific calculations of impacts, along with the sources of the underlying assumptions.

Results of the Study

A. Employment Impacts and Economic Output

Table B summarizes the projected one-time employment impacts and economic impacts resulting from the construction of the Development. Direct jobs are jobs at the development site; indirect jobs are jobs created within Spotsylvania County but not at the Development. Total jobs represent full-time equivalent ("FTE") positions, converting both part-time and full-time employees to the equivalent number of full-time employees. Total wages are derived from total employee

compensation, which includes salary, benefits, payroll taxes, and proprietor's income. Impacts assume a one-year duration.

TABLE B
Construction-Related Impacts[3]

Construction (One-Time) Impacts		
Employment and Wages	*Jobs*	*Wages*
Direct impacts	177	$6,351,402
Indirect impacts	120	$3,768,894
Total	297	$10,120,296
Economic Output		
Direct impacts (construction cost)		$25,811,800
Indirect impacts		$14,142,479
Total		$39,954,279
Average annual labor income per full-time employee		$35,936

[31] Employment, wages, and economic outputs are calculated using IMPLAN software based on industry multipliers derived from national income and product accounts data published by the U.S. Bureau of Economic Analysis. Detailed calculations are provided in the attached projections.

B. Population Impacts

Table C summarizes the projected residential population increase resulting from the Development.

TABLE C
Population Impacts – Residents

Unit Type	*Units[(a)]*	*Residents Per Unit[(b)]*	*Total Projected Residents*
Single-family detached (total)	22	2.00	44
Age-restricted apartments	135	1.49	201
Age-restricted condominiums	80	1.49	119
Age-restricted villas	18	2.00	36
Total (all units)	**255**		**400**

(a) Source: ATFD, LLC.

(b) Source: Spotsylvania County Planning Department.

C. Fiscal Impacts

Table D on the following page summarizes the projected revenues to Spotsylvania County through fiscal year ending June 30, 2049 based on projected development under the current plan. Annual

revenues are shown at full build-out in current dollars. The thirty-year cumulative revenues reflect projected absorption and inflation.

TABLE D
Projected Revenues
(Cumulative through Fiscal Year Ending June 30, 2049)

Spotsylvania County Gross Tax Revenues - Full Build-Out	*Annual (Current Dollars at Full Build-Out)*	*Cumulative through Fiscal Year Ending June 30, 2049*
Real property tax revenues	$433,804	$18,438,220
Personal property tax revenues (vehicles)	$222,908	$8,286,712
Vehicle license fees	$13,582	$504,920
Utility tax revenues	$11,628	$457,202
Recordation fees	$7,593	$239,059
Additional tax revenues	$78,467	$2,933,623
Spotsylvania County gross revenues	**$767,983**	**$30,859,736**

Table E summarizes the projected County expenditures and resultant net tax revenues generated by the Development, both annually and cumulatively over a thirty-year period.

TABLE E
Projected Net Revenues
Cumulative Through Fiscal Year Ending June 30, 2049

Spotsylvania County Projected Net Revenues	*Annual (Current Dollar at Full Build-Out)*	*Cumulative Through Fiscal Year Ending June 30, 2049*
Spotsylvania County projected gross revenues	$767,983	$30,859,736
Less: projected expenditures for public services:		
Spotsylvania County projected operating expenditures	($108,621)	($4,191,139)
Projected Net County Revenues	**$659,362**	**$26,668,597**

The projected revenues and expenditures from the Development would translate to an approximate 0.30 percent and 0.04 percent increase over the current County budget as shown in Table F on the following page.

TABLE F
Projected Increase to Current County Revenues and Expenditures

Comparison of Projected Revenues and Expenditures	*Revenues*	*Expenditures*
Spotsylvania County current revenues and expenditures[6]	$257,161,822	$257,161,822
Proposed Development projected revenues and expenditures	$767,983	$108,621
Overall increase in projected revenues and expenditures	**0.3%**	**0.04%**

[6]Source: Spotsylvania County, Virginia FY 2018 Adopted Budget.

Sources

Sources for information are noted in the attached schedules. Construction and permanent employment impacts for the Proposed were calculated using IMPLAN software developed by IMPLAN Group, LLC. The software calculates labor income and the number of jobs based on industry multipliers derived from national income and product accounts data published by the U.S. Bureau of Economic Analysis. This data is then indexed to local industry data compiled in the U.S. Economic Census. Project information was provided by ATFD, LLC. MuniCap estimated assessed values using information available from the Spotsylvania County Real Estate Office database. Budget information comes from *Spotsylvania County, Virginia FY 2018 Adopted Budget.* While these sources are believed to be reliable, MuniCap did not independently verify any of the information used in this report.

Limitations

Projecting fiscal and employment impacts is inherently imprecise, particularly when results are extrapolated over several years. Furthermore, there are different methods of projecting fiscal and employment impacts and different analysts will arrive at different conclusions. The conclusions in this study are not intended to be precise results; they are intended to represent reasonable estimates of the potential fiscal and employment impacts to Spotsylvania County from the Development.

Winding Creek Residential Development
Spotsylvania County, Virginia

Fiscal Impact Analysis

Prepared By:

MuniCap, Inc.
Public Finance

January 16, 2019

Winding Creek Residential Development
Spotsylvania County, Virginia

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Winding Creek Residential Development
Spotsylvania County, Virginia

Schedule S-1: Summary of Fiscal Impacts

Fiscal Impacts to Spotsylvania County	Cumulative Impacts 30 Years[1]	Schedule
Real property tax revenues	$18,438,220	Schedule III
Personal property tax revenues (vehicles)	$8,286,712	Schedule IV
Vehicle license fees	$504,920	Schedule IV
Utility tax revenues	$457,202	Schedule V
Recordation tax revenues	$239,059	Schedule VI
Additional tax revenues	$2,933,623	Schedule VII
Total projected tax revenues to the Spotsylvania County	$30,859,736	
Projected Spotsylvania County expenditures	($4,191,139)	Schedule X
Net new revenues to Spotsylvania County	**$26,668,597**	

Temporary Construction Employment Impacts:	Temporary Jobs from Construction[2] (Full Time Equivalents and Wages) Temporary Jobs	Annual Compensation	Wage per Employee
Temporary:			
Direct impacts (full time equivalents)	177	$6,351,402	$35,936
Indirect impacts (full time equivalents)	120	$3,768,894	$31,309
Total temporary impacts	**297**	**$10,120,296**	

MuniCap, Inc. *16-Jan-19*

[1]Represents cumulative impacts over the period shown, including inflation.
[2]Jobs and wages represent full time equivalent positions. See Appendix F.

Winding Creek Residential Development

Spotsylvania County, Virginia

Development Summary

Winding Creek Residential Development
Spotsylvania County, Virginia

Schedule I: Summary of Proposed Development

Property Type	Property Area[1] Units	GSF Per Room/Unit[3]	GSF	Estimated Market Value[2] Per Unit	Per SF	Total Estimated Market Value
Age-Restricted Residential						
Apartments	135	1,150	155,250	$158,870	$138	$21,447,498
Condominiums	80	1,250	94,000	$284,752	$228	$21,413,350
Villas	18	1,650	20,700	$285,958	$173	$3,587,476
Single-family detached	22	1,900	25,300	$388,653	$205	$5,175,215
Total	255		295,250			$51,623,540

MuniCap, Inc. *16-Jan-19*

[1]Based on project information provided by ATFD, LLC.

[2]See Appendix D.

Winding Creek Residential Development
Spotsylvania County, Virginia

Schedule II: Projected Absorption[1]

Development Year Ending	Assessed As Of[2]	Final Tax Due[2]	Fiscal Year Ending[2]	Residential															
				Age-Restricted Apartments				Age-Restricted Condominiums				Age-Restricted Villas				Age-Restricted Single-Family Detached			
				Units	Cumulative	GSF	Cumulative	Units	Cumulative	GSF	Cumulative	Units	Cumulative	GSF	Cumulative	GSF	Cumulative	GSF	Cumulative
31-Dec-17	1-Jan-18	5-Dec-18	30-Jun-19	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
31-Dec-18	1-Jan-19	5-Dec-19	30-Jun-20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
31-Dec-19	1-Jan-20	5-Dec-20	30-Jun-21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
31-Dec-20	1-Jan-21	5-Dec-21	30-Jun-22	0	0	0	0	20	20	25,000	25,000	0	0	0	0	0	0	0	0
31-Dec-21	1-Jan-22	5-Dec-22	30-Jun-23	0	0	0	0	20	40	23,000	48,000	9	9	10,350	10,350	8	8	9,200	9,200
31-Dec-22	1-Jan-23	5-Dec-23	30-Jun-24	135	135	155,250	155,250	20	60	23,000	71,000	9	18	10,350	20,700	7	15	8,050	17,250
31-Dec-23	1-Jan-24	5-Dec-24	30-Jun-25	0	135	0	155,250	20	80	23,000	94,000	0	18	0	20,700	7	22	8,050	25,300
31-Dec-24	1-Jan-25	5-Dec-25	30-Jun-26	0	135	0	155,250	0	80	0	94,000	0	18	0	20,700	0	22	0	25,300
31-Dec-25	1-Jan-26	5-Dec-26	30-Jun-27	0	135	0	155,250	0	80	0	94,000	0	18	0	20,700	0	22	0	25,300
31-Dec-26	1-Jan-27	5-Dec-27	30-Jun-28	0	135	0	155,250	0	80	0	94,000	0	18	0	20,700	0	22	0	25,300
31-Dec-27	1-Jan-28	5-Dec-28	30-Jun-29	0	135	0	155,250	0	80	0	94,000	0	18	0	20,700	0	22	0	25,300
31-Dec-28	1-Jan-29	5-Dec-29	30-Jun-30	0	135	0	155,250	0	80	0	94,000	0	18	0	20,700	0	22	0	25,300
31-Dec-29	1-Jan-30	5-Dec-30	30-Jun-31	0	135	0	155,250	0	80	0	94,000	0	18	0	20,700	0	22	0	25,300
31-Dec-30	1-Jan-31	5-Dec-31	30-Jun-32	0	135	0	155,250	0	80	0	94,000	0	18	0	20,700	0	22	0	25,300
31-Dec-31	1-Jan-32	5-Dec-32	30-Jun-33	0	135	0	155,250	0	80	0	94,000	0	18	0	20,700	0	22	0	25,300
31-Dec-32	1-Jan-33	5-Dec-33	30-Jun-34	0	135	0	155,250	0	80	0	94,000	0	18	0	20,700	0	22	0	25,300
31-Dec-33	1-Jan-34	5-Dec-34	30-Jun-35	0	135	0	155,250	0	80	0	94,000	0	18	0	20,700	0	22	0	25,300
31-Dec-34	1-Jan-35	5-Dec-35	30-Jun-36	0	135	0	155,250	0	80	0	94,000	0	18	0	20,700	0	22	0	25,300
31-Dec-35	1-Jan-36	5-Dec-36	30-Jun-37	0	135	0	155,250	0	80	0	94,000	0	18	0	20,700	0	22	0	25,300
31-Dec-36	1-Jan-37	5-Dec-37	30-Jun-38	0	135	0	155,250	0	80	0	94,000	0	18	0	20,700	0	22	0	25,300
31-Dec-37	1-Jan-38	5-Dec-38	30-Jun-39	0	135	0	155,250	0	80	0	94,000	0	18	0	20,700	0	22	0	25,300
31-Dec-38	1-Jan-39	5-Dec-39	30-Jun-40	0	135	0	155,250	0	80	0	94,000	0	18	0	20,700	0	22	0	25,300
31-Dec-39	1-Jan-40	5-Dec-40	30-Jun-41	0	135	0	155,250	0	80	0	94,000	0	18	0	20,700	0	22	0	25,300
31-Dec-40	1-Jan-41	5-Dec-41	30-Jun-42	0	135	0	155,250	0	80	0	94,000	0	18	0	20,700	0	22	0	25,300
31-Dec-41	1-Jan-42	5-Dec-42	30-Jun-43	0	135	0	155,250	0	80	0	94,000	0	18	0	20,700	0	22	0	25,300
31-Dec-42	1-Jan-43	5-Dec-43	30-Jun-44	0	135	0	155,250	0	80	0	94,000	0	18	0	20,700	0	22	0	25,300
31-Dec-43	1-Jan-44	5-Dec-44	30-Jun-45	0	135	0	155,250	0	80	0	94,000	0	18	0	20,700	0	22	0	25,300
31-Dec-44	1-Jan-45	5-Dec-45	30-Jun-46	0	135	0	155,250	0	80	0	94,000	0	18	0	20,700	0	22	0	25,300
31-Dec-45	1-Jan-46	5-Dec-46	30-Jun-47	0	135	0	155,250	0	80	0	94,000	0	18	0	20,700	0	22	0	25,300
31-Dec-46	1-Jan-47	5-Dec-47	30-Jun-48	0	135	0	155,250	0	80	0	94,000	0	18	0	20,700	0	22	0	25,300
31-Dec-47	1-Jan-48	5-Dec-48	30-Jun-49	0	135	0	155,250	0	80	0	94,000	0	18	0	20,700	0	22	0	25,300
Total				135		155,250		80		94,000		18		20,700		22		25,300	

[1]Based on information provided ATFD, LLC, assuming five to seven year total absorption.
[2]Property assessed as of January 1, 2018 will pay property taxes in two installments on June 5 and on December 5, 2018, which corresponds with fiscal year ending June 30, 2019.

Winding Creek Residential Development

Spotsylvania County, Virginia

Projected Fiscal Impacts

Schedule III-A: Projected Real Property Tax - Projected Market Value

					Age-Restricted Residential												
					Apartments			Condominiums			Villas			Single-Family Homes			
Development Year Ending	Assessed As Of[1]	Tax Due Date[2]	Fiscal Year Ending[2]	Inflation Factor[3]	Units[4]	Value Per Unit[5]	Total Market Value	Units[4]	Value Per GSF[5]	Total Market Value	Units[4]	Value Per GSF[5]	Total Market Value	Units[4]	Value Per GSF[5]	Total Market Value	Total Market Value
31-Dec-17	1-Jan-18	5-Dec-18	30-Jun-19	100.0%	0	$158,870	$0	0	$284,752	$0	0	$285,958	$0	0	$388,653	$0	$0
31-Dec-18	1-Jan-19	5-Dec-19	30-Jun-20	100.0%	0	$158,870	$0	0	$284,752	$0	0	$285,958	$0	0	$388,653	$0	$0
31-Dec-19	1-Jan-20	5-Dec-20	30-Jun-21	104.0%	0	$165,289	$0	0	$296,256	$0	0	$297,511	$0	0	$404,354	$0	$0
31-Dec-20	1-Jan-21	5-Dec-21	30-Jun-22	104.0%	0	$165,289	$0	20	$296,256	$5,925,119	0	$297,511	$0	0	$404,354	$0	$5,925,119
31-Dec-21	1-Jan-22	5-Dec-22	30-Jun-23	108.2%	0	$171,966	$0	40	$308,225	$12,328,988	9	$309,530	$2,785,774	8	$420,690	$3,365,520	$18,480,282
31-Dec-22	1-Jan-23	5-Dec-23	30-Jun-24	108.2%	135	$171,966	$23,215,462	60	$308,225	$18,493,483	18	$309,530	$5,571,547	15	$420,690	$6,310,350	$53,590,842
31-Dec-23	1-Jan-24	5-Dec-24	30-Jun-25	112.6%	135	$178,914	$24,153,367	80	$320,677	$25,654,159	18	$322,035	$5,796,638	22	$437,686	$9,629,090	$65,233,253
31-Dec-24	1-Jan-25	5-Dec-25	30-Jun-26	112.6%	135	$178,914	$24,153,367	80	$320,677	$25,654,159	18	$322,035	$5,796,638	22	$437,686	$9,629,090	$65,233,253
31-Dec-25	1-Jan-26	5-Dec-26	30-Jun-27	117.2%	135	$186,142	$25,129,163	80	$333,632	$26,690,587	18	$335,046	$6,030,822	22	$455,368	$10,018,105	$67,868,677
31-Dec-26	1-Jan-27	5-Dec-27	30-Jun-28	117.2%	135	$186,142	$25,129,163	80	$333,632	$26,690,587	18	$335,046	$6,030,822	22	$455,368	$10,018,105	$67,868,677
31-Dec-27	1-Jan-28	5-Dec-28	30-Jun-29	126.8%	135	$201,486	$27,200,614	80	$361,134	$28,890,750	18	$362,664	$6,527,956	22	$492,905	$10,843,919	$73,463,238
31-Dec-28	1-Jan-29	5-Dec-29	30-Jun-30	126.8%	135	$201,486	$27,200,614	80	$361,134	$28,890,750	18	$362,664	$6,527,956	22	$492,905	$10,843,919	$73,463,238
31-Dec-29	1-Jan-30	5-Dec-30	30-Jun-31	126.8%	135	$201,486	$27,200,614	80	$361,134	$28,890,750	18	$362,664	$6,527,956	22	$492,905	$10,843,919	$73,463,238
31-Dec-30	1-Jan-31	5-Dec-31	30-Jun-32	126.8%	135	$201,486	$27,200,614	80	$361,134	$28,890,750	18	$362,664	$6,527,956	22	$492,905	$10,843,919	$73,463,238
31-Dec-31	1-Jan-32	5-Dec-32	30-Jun-33	137.3%	135	$218,095	$29,442,819	80	$390,903	$31,272,277	18	$392,559	$7,066,069	22	$533,537	$11,737,806	$79,518,972
31-Dec-32	1-Jan-33	5-Dec-33	30-Jun-34	137.3%	135	$218,095	$29,442,819	80	$390,903	$31,272,277	18	$392,559	$7,066,069	22	$533,537	$11,737,806	$79,518,972
31-Dec-33	1-Jan-34	5-Dec-34	30-Jun-35	137.3%	135	$218,095	$29,442,819	80	$390,903	$31,272,277	18	$392,559	$7,066,069	22	$533,537	$11,737,806	$79,518,972
31-Dec-34	1-Jan-35	5-Dec-35	30-Jun-36	137.3%	135	$218,095	$29,442,819	80	$390,903	$31,272,277	18	$392,559	$7,066,069	22	$533,537	$11,737,806	$79,518,972
31-Dec-35	1-Jan-36	5-Dec-36	30-Jun-37	148.6%	135	$236,073	$31,869,854	80	$423,126	$33,850,118	18	$424,919	$7,648,541	22	$577,517	$12,705,379	$86,073,892
31-Dec-36	1-Jan-37	5-Dec-37	30-Jun-38	148.6%	135	$236,073	$31,869,854	80	$423,126	$33,850,118	18	$424,919	$7,648,541	22	$577,517	$12,705,379	$86,073,892
31-Dec-37	1-Jan-38	5-Dec-38	30-Jun-39	148.6%	135	$236,073	$31,869,854	80	$423,126	$33,850,118	18	$424,919	$7,648,541	22	$577,517	$12,705,379	$86,073,892
31-Dec-38	1-Jan-39	5-Dec-39	30-Jun-40	148.6%	135	$236,073	$31,869,854	80	$423,126	$33,850,118	18	$424,919	$7,648,541	22	$577,517	$12,705,379	$86,073,892
31-Dec-39	1-Jan-40	5-Dec-40	30-Jun-41	160.8%	135	$255,533	$34,496,955	80	$458,006	$36,640,457	18	$459,946	$8,279,026	22	$625,123	$13,752,711	$93,169,149
31-Dec-40	1-Jan-41	5-Dec-41	30-Jun-42	160.8%	135	$255,533	$34,496,955	80	$458,006	$36,640,457	18	$459,946	$8,279,026	22	$625,123	$13,752,711	$93,169,149
31-Dec-41	1-Jan-42	5-Dec-42	30-Jun-43	160.8%	135	$255,533	$34,496,955	80	$458,006	$36,640,457	18	$459,946	$8,279,026	22	$625,123	$13,752,711	$93,169,149
31-Dec-42	1-Jan-43	5-Dec-43	30-Jun-44	160.8%	135	$255,533	$34,496,955	80	$458,006	$36,640,457	18	$459,946	$8,279,026	22	$625,123	$13,752,711	$93,169,149
31-Dec-43	1-Jan-44	5-Dec-44	30-Jun-45	174.1%	135	$276,597	$37,340,614	80	$495,760	$39,660,809	18	$497,860	$8,961,484	22	$676,653	$14,886,377	$100,849,283
31-Dec-44	1-Jan-45	5-Dec-45	30-Jun-46	174.1%	135	$276,597	$37,340,614	80	$495,760	$39,660,809	18	$497,860	$8,961,484	22	$676,653	$14,886,377	$100,849,283
31-Dec-45	1-Jan-46	5-Dec-46	30-Jun-47	174.1%	135	$276,597	$37,340,614	80	$495,760	$39,660,809	18	$497,860	$8,961,484	22	$676,653	$14,886,377	$100,849,283
31-Dec-46	1-Jan-47	5-Dec-47	30-Jun-48	174.1%	135	$276,597	$37,340,614	80	$495,760	$39,660,809	18	$497,860	$8,961,484	22	$676,653	$14,886,377	$100,849,283
31-Dec-47	1-Jan-48	5-Dec-48	30-Jun-49	188.5%	135	$299,398	$40,418,681	80	$536,627	$42,930,135	18	$538,900	$9,700,199	22	$732,431	$16,113,493	$109,162,508
Total																	

[1]Real property is assessed for taxation as of January 1. Real estate taxes are paid in two installments on June 5 and December 5 of the same calendar year. Property completed by December 31, 2018 would be assessed as of January 1, 2019, and pay taxes on June 5, 2019 and December 5, 2019.

[2]Property assessed as of January 1, 2019 will pay it's final property tax payment of the year on December 5, 2020, which corresponds with fiscal year ending June 30, 2020.

[3] Assumes an annual inflation rate of 2%. Inflation rate accounts for annual increasing assessed value. Property in the Spotsylvania County is reassessed every even year; as a result, the inflation factor is set to adjust in years of the biennial revaluation. Source: *Spotsylvania County Assessment Office.*

Schedule III-B: Projected Real Property Tax - Projected Tax Revenues

Development Year Ending	Assessed As Of	Final Tax Due	Fiscal Year Ending	Inflation Factor	Estimated Market Value[1]	Base Value[2]	Incremental Value	County Tax Rate Per $100 A.V[3]	Estimated Real Property Tax Revenues
31-Dec-17	1-Jan-18	5-Dec-18	30-Jun-19	100.0%	$0	($587,800)	$0	$0.85	$0
31-Dec-18	1-Jan-19	5-Dec-19	30-Jun-20	100.0%	$0	($587,800)	$0	$0.85	$0
31-Dec-19	1-Jan-20	5-Dec-20	30-Jun-21	104.0%	$0	($587,800)	$0	$0.85	$0
31-Dec-20	1-Jan-21	5-Dec-21	30-Jun-22	104.0%	$5,925,119	($587,800)	$5,337,319	$0.85	$45,367
31-Dec-21	1-Jan-22	5-Dec-22	30-Jun-23	108.2%	$18,480,282	($587,800)	$17,892,482	$0.85	$152,086
31-Dec-22	1-Jan-23	5-Dec-23	30-Jun-24	108.2%	$53,590,842	($587,800)	$53,003,042	$0.85	$450,526
31-Dec-23	1-Jan-24	5-Dec-24	30-Jun-25	112.6%	$65,233,253	($587,800)	$64,645,453	$0.85	$549,486
31-Dec-24	1-Jan-25	5-Dec-25	30-Jun-26	112.6%	$65,233,253	($587,800)	$64,645,453	$0.85	$549,486
31-Dec-25	1-Jan-26	5-Dec-26	30-Jun-27	117.2%	$67,868,677	($587,800)	$67,280,877	$0.85	$571,887
31-Dec-26	1-Jan-27	5-Dec-27	30-Jun-28	117.2%	$67,868,677	($587,800)	$67,280,877	$0.85	$571,887
31-Dec-27	1-Jan-28	5-Dec-28	30-Jun-29	126.8%	$73,463,238	($587,800)	$72,875,438	$0.85	$619,441
31-Dec-28	1-Jan-29	5-Dec-29	30-Jun-30	126.8%	$73,463,238	($587,800)	$72,875,438	$0.85	$619,441
31-Dec-29	1-Jan-30	5-Dec-30	30-Jun-31	126.8%	$73,463,238	($587,800)	$72,875,438	$0.85	$619,441
31-Dec-30	1-Jan-31	5-Dec-31	30-Jun-32	126.8%	$73,463,238	($587,800)	$72,875,438	$0.85	$619,441
31-Dec-31	1-Jan-32	5-Dec-32	30-Jun-33	137.3%	$79,518,972	($587,800)	$78,931,172	$0.85	$670,915
31-Dec-32	1-Jan-33	5-Dec-33	30-Jun-34	137.3%	$79,518,972	($587,800)	$78,931,172	$0.85	$670,915
31-Dec-33	1-Jan-34	5-Dec-34	30-Jun-35	137.3%	$79,518,972	($587,800)	$78,931,172	$0.85	$670,915
31-Dec-34	1-Jan-35	5-Dec-35	30-Jun-36	137.3%	$79,518,972	($587,800)	$78,931,172	$0.85	$670,915
31-Dec-35	1-Jan-36	5-Dec-36	30-Jun-37	148.6%	$86,073,892	($587,800)	$85,486,092	$0.85	$726,632
31-Dec-36	1-Jan-37	5-Dec-37	30-Jun-38	148.6%	$86,073,892	($587,800)	$85,486,092	$0.85	$726,632
31-Dec-37	1-Jan-38	5-Dec-38	30-Jun-39	148.6%	$86,073,892	($587,800)	$85,486,092	$0.85	$726,632
31-Dec-38	1-Jan-39	5-Dec-39	30-Jun-40	148.6%	$86,073,892	($587,800)	$85,486,092	$0.85	$726,632
31-Dec-39	1-Jan-40	5-Dec-40	30-Jun-41	160.8%	$93,169,149	($587,800)	$92,581,349	$0.85	$786,941
31-Dec-40	1-Jan-41	5-Dec-41	30-Jun-42	160.8%	$93,169,149	($587,800)	$92,581,349	$0.85	$786,941
31-Dec-41	1-Jan-42	5-Dec-42	30-Jun-43	160.8%	$93,169,149	($587,800)	$92,581,349	$0.85	$786,941
31-Dec-42	1-Jan-43	5-Dec-43	30-Jun-44	160.8%	$93,169,149	($587,800)	$92,581,349	$0.85	$786,941
31-Dec-43	1-Jan-44	5-Dec-44	30-Jun-45	174.1%	$100,849,283	($587,800)	$100,261,483	$0.85	$852,223
31-Dec-44	1-Jan-45	5-Dec-45	30-Jun-46	174.1%	$100,849,283	($587,800)	$100,261,483	$0.85	$852,223
31-Dec-45	1-Jan-46	5-Dec-46	30-Jun-47	174.1%	$100,849,283	($587,800)	$100,261,483	$0.85	$852,223
31-Dec-46	1-Jan-47	5-Dec-47	30-Jun-48	174.1%	$100,849,283	($587,800)	$100,261,483	$0.85	$852,223
31-Dec-47	1-Jan-48	5-Dec-48	30-Jun-49	188.5%	$109,162,508	($587,800)	$108,574,708	$0.85	$922,885
Total									$18,438,220

[1]See Schedule III-A.

[2]See Appendix E.

[3]Represents the tax year 2017 rate. Source: Spotsylvania County Commissioner of the Revenue.

Winding Creek Residential Development
Spotsylvania County, Virginia

Schedule IV: Projected Personal Property Tax Revenues from Vehicles

Table 1: Estimated Personal Property Tax Revenues - Vehicles

	Number of Vehicles			Property Tax per Vehicle					
Development Type	Estimated Occupied Units	Estimated Vehicles Per Household[1]	Estimated No. of Vehicles	Assessed Value[2] Per Vehicle	County Personal Property Tax Rate (Per $100)[3]	Projected Personal Property Tax Prior to Relief	PPTRA Tax Relief (37%)[4]	Estimated Effective Personal Property Tax	Total Personal Property Tax Revenue from Vehicles[5]
Total occupied units (assumes 95% occupancy)	242	2.24	543	$9,943	$6.55	$651	($241)	$410	$222,908

Table 2: Estimated Vehicle License Fees

Development Type	Estimated Occupied Units	Estimated Vehicles Per Household [1]	Estimated No. of Vehicles	Annual Vehicle License Fees[6]	Total Estimated Vehicle License Fees[5]
Total occupied units (assumes 95% occupancy)	242	2.24	543	$25.00	$13,582

Table 3: Total Vehicle Related Tax Revenues

Development Type	Total Personal Property Tax Revenue	Total Estimated Vehicle License Fees	Total Taxes and Fees
Total occupied units (assumes 95% occupancy)	$222,908	$13,582	$236,491

MuniCap, Inc. *16-Jan-19*

[1]Based on average number of vehicles per two-person household in the County. Source: *U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates.*

[2]Spostsylvania County assesses the value of vehicles at 50% of the clean retail value from National Auto Dealers Association (NADA) guide. Represents 50% of the average retail selling price ($19,886) of used vehicles sold in 2016 as provided in *NADA Data 2016 Annual Financial Profile of America's Franchised New-Car Dealerships.*

[3]Represents the FY18 tax rate. Source: *Spotsylvania County Treasurer.*

[4]Pursuant to Chapter 25 of Title 15.2 of the Code of Virginia, a tax relief, set by the taxing jurisdiction, is provided on qualifying vehicles with an assessed value between $1,000 and $20,000. In order to qualify for the Personal Property Tax Relief Act (PPTRA), a vehicle, including motorcycles, must be used for non-business and owned or leased by a natural person. The Spotsylvania County PPTRA Relief rate was 37% for calendar year 2017, which was a 2% decrease from the previous year. It is assumed that this rate remains static in future years. Source: *Spotsylvania County Virginia, FY 2018 Budget.*

[5]Figure assumes full build out and is expressed in current dollars.

[6]Source: Spotsylvania County Treasurer.

Winding Creek Residential Development
Spotsylvania County, Virginia

Schedule V: Projected Utility Tax Revenues - Residential

Table 1: Annual Electric Utility Tax Revenue - Consumption Utility Tax Revenue

Property Use	Estimated No. of Units[1]	Average Annual Electric Consumption Per Unit[2]	Total Annual Electric Consumption	County Electric Utility Tax Rate[3]	Annual County Electric Utility Tax Revenue	Months Per Year	Monthly County Electric Utility Tax Revenue Per Unit
		(kWh)	*(kWh)*				
Total occupied units	242	6,588.00	1,595,943	$0.015105	$24,107	12	$8.29

Table 2: Annual Electric Utility Tax Revenue - Determination of Maximum

	Total Monthly County Electric Tax Revenue Per Unit			
Property Use	Flat Rate Fee Per Unit[3]	Monthly County Electric Utility Tax Revenue Per Unit	Total	Residential Cap Per Unit[3]
Total occupied units	$1.40	$8.29	$9.69	$2.00

Table 3: Annual Electric Utility Tax Revenue - Projected Total Annual Electric Utility Tax Revenue

Property Use	Monthly County Electric Utility Tax Revenue Per Unit	New Units[1]	Total Monthly County Electric Utility Tax Revenue Per Unit	Months Per Year	Total Annual County Electric Utility Tax Revenue[4]
Total occupied units	$2.00	242	$485	12	$5,814

[1]See Schedule I. Assumes 95% occupancy.

[2]Based on national average consumption for apartment units. Source: U.S. Energy Information Administration 2009 Residential Buildings Energy Consumption Survey: Final Energy Consumption and Expenditure Tables.

[3]Residential consumers are subject to an electric utility tax of $1.40 plus a rate of $.015105 on each kWh delivered monthly, not to exceed a maximum of three dollars ($3.00). Source: *Spotsylvania County Code of Ordinances, Ch. 21, Article VII*.

[4]Figure assumes full build out and is expressed in current dollars.

Schedule V-A: Projected Utility Tax Revenues - Residential, continued

Table 4: Annual Natural Gas Service Utility Tax Revenue - Determination of Maximum

Property Use	Residential Cap Per Unit[1]
Total occupied units	$2.00

Table 5: Annual Natural Gas Service Utility Tax Revenue - Total Projected Annual Natural Gas Service Utility Tax Revenue

Property Use	Monthly County Natural Gas Utility Tax Revenue Per Unit	New Units[2]	Total Monthly County Natural Gas Utility Tax Revenue Per Unit	Months Per Year	Total Annual County Natural Gas Utility Tax Revenue[3]
Total occupied units	$2.00	242	$485	12	$5,814

MuniCap, Inc. *16-Jan-19*

[1]Residential units are subject to a monthly maximum tax of $2 per unit. Source: *Spotsylvania County Code of Ordinances, Ch. 21, Article VII.*

[2]See Schedule I. Assumes 95% occupancy.

[3]Figure assumes full build out and is expressed in current dollars.

Winding Creek Residential Development
Spotsylvania County, Virginia

Schedule V-B: Projected Utility Tax Revenues - Total

	County Utility Tax Revenue		
Property Type	Electric	Natural Gas	Total[1]
Residential[2]			
Total occupied units	$5,814	$5,814	$11,628
Total		$5,814	$11,628

MuniCap, Inc. *16-Jan-19*

[1]Figure assumes full build out and is expressed in current dollars.

[2]See Schedule X-A.

Schedule V-C: Projected Utility Tax Revenues, continued

Development Year Ending	Fiscal Year Ending	Inflation Factor[1]	Total Projected Utility Tax Revenues[2]
31-Dec-17	30-Jun-19	100.0%	$0
31-Dec-18	30-Jun-20	102.0%	$0
31-Dec-19	30-Jun-21	104.0%	$0
31-Dec-20	30-Jun-22	106.1%	$12,340
31-Dec-21	30-Jun-23	108.2%	$12,587
31-Dec-22	30-Jun-24	110.4%	$12,838
31-Dec-23	30-Jun-25	112.6%	$13,095
31-Dec-24	30-Jun-26	114.9%	$13,357
31-Dec-25	30-Jun-27	117.2%	$13,624
31-Dec-26	30-Jun-28	119.5%	$13,897
31-Dec-27	30-Jun-29	121.9%	$14,174
31-Dec-28	30-Jun-30	124.3%	$14,458
31-Dec-29	30-Jun-31	126.8%	$14,747
31-Dec-30	30-Jun-32	129.4%	$15,042
31-Dec-31	30-Jun-33	131.9%	$15,343
31-Dec-32	30-Jun-34	134.6%	$15,650
31-Dec-33	30-Jun-35	137.3%	$15,963
31-Dec-34	30-Jun-36	140.0%	$16,282
31-Dec-35	30-Jun-37	142.8%	$16,608
31-Dec-36	30-Jun-38	145.7%	$16,940
31-Dec-37	30-Jun-39	148.6%	$17,279
31-Dec-38	30-Jun-40	151.6%	$17,624
31-Dec-39	30-Jun-41	154.6%	$17,977
31-Dec-40	30-Jun-42	157.7%	$18,336
31-Dec-41	30-Jun-43	160.8%	$18,703
31-Dec-42	30-Jun-44	164.1%	$19,077
31-Dec-43	30-Jun-45	167.3%	$19,459
31-Dec-44	30-Jun-46	170.7%	$19,848
31-Dec-45	30-Jun-47	174.1%	$20,245
31-Dec-46	30-Jun-48	177.6%	$20,650
31-Dec-47	30-Jun-49	181.1%	$21,063
Total			$457,202

MuniCap, Inc. *16-Jan-19*

[1]Assumes an annual inflation rate of 2%.

[2]See Schedule V-B.

Schedule VI: Projected Recordation Tax Revenues

			Age-Restricted Residential												
			Apartments			Condominiums			Villas			Single-Family Detached			
Development Year Ending	Fiscal Year Ending	Inflation Factor[1]	Value Per Unit[2]	Initial Unit Sale[3]	Projected Market Value of Transaction	Value Per Unit[2]	Initial Unit Sale[3]	Projected Market Value of Transaction	Value Per Unit[2]	Initial Unit Sale[3]	Projected Market Value of Transaction	Value Per Unit[2]	Initial Unit Sale[3]	Projected Market Value of Transaction	Total Market Transactions
31-Dec-17	30-Jun-19	100.0%	$158,870	0	$0	$284,752	0	$0	$285,958	0	$0	$388,653	0	$0	$0
31-Dec-18	30-Jun-20	102.0%	$162,048	0	$0	$290,447	0	$0	$291,677	0	$0	$396,426	0	$0	$0
31-Dec-19	30-Jun-21	104.0%	$162,048	0	$0	$296,256	0	$0	$297,511	0	$0	$404,354	0	$0	$0
31-Dec-20	30-Jun-22	106.1%	$162,048	0	$0	$302,181	20	$6,043,622	$303,461	0	$0	$412,441	0	$0	$6,043,622
31-Dec-21	30-Jun-23	108.2%	$162,048	0	$0	$308,225	20	$6,164,494	$309,530	9	$2,785,774	$420,690	8	$3,365,520	$12,315,788
31-Dec-22	30-Jun-24	110.4%	$162,048	135	$21,876,448	$314,389	20	$6,287,784	$315,721	9	$2,841,489	$429,104	7	$3,003,727	$34,009,448
31-Dec-23	30-Jun-25	112.6%	$162,048	0	$0	$320,677	20	$6,413,540	$322,035	2	$644,071	$437,686	7	$3,063,801	$10,121,412
31-Dec-24	30-Jun-26	114.9%	$162,048	0	$0	$327,091	7	$2,289,634	$328,476	2	$656,952	$446,440	2	$892,879	$3,839,465
31-Dec-25	30-Jun-27	117.2%	$162,048	0	$0	$333,632	7	$2,335,426	$335,046	2	$670,091	$455,368	2	$910,737	$3,916,255
31-Dec-26	30-Jun-28	119.5%	$162,048	0	$0	$340,305	7	$2,382,135	$341,747	2	$683,493	$464,476	2	$928,952	$3,994,580
31-Dec-27	30-Jun-29	121.9%	$162,048	0	$0	$347,111	7	$2,429,778	$348,582	2	$697,163	$473,765	2	$947,531	$4,074,471
31-Dec-28	30-Jun-30	124.3%	$162,048	0	$0	$354,053	7	$2,478,373	$355,553	2	$711,106	$483,241	2	$966,481	$4,155,961
31-Dec-29	30-Jun-31	126.8%	$162,048	0	$0	$361,134	7	$2,527,941	$362,664	2	$725,328	$492,905	2	$985,811	$4,239,080
31-Dec-30	30-Jun-32	129.4%	$162,048	0	$0	$368,357	7	$2,578,499	$369,917	2	$739,835	$502,764	2	$1,005,527	$4,323,861
31-Dec-31	30-Jun-33	131.9%	$162,048	0	$0	$375,724	7	$2,630,069	$377,316	2	$754,632	$512,819	2	$1,025,638	$4,410,339
31-Dec-32	30-Jun-34	134.6%	$162,048	0	$0	$383,239	7	$2,682,671	$384,862	2	$769,724	$523,075	2	$1,046,150	$4,498,545
31-Dec-33	30-Jun-35	137.3%	$162,048	0	$0	$390,903	7	$2,736,324	$392,559	2	$785,119	$533,537	2	$1,067,073	$4,588,516
31-Dec-34	30-Jun-36	140.0%	$162,048	0	$0	$398,722	7	$2,791,051	$400,411	2	$800,821	$544,207	2	$1,088,415	$4,680,287
31-Dec-35	30-Jun-37	142.8%	$162,048	0	$0	$406,696	7	$2,846,872	$408,419	2	$816,838	$555,092	2	$1,110,183	$4,773,892
31-Dec-36	30-Jun-38	145.7%	$162,048	0	$0	$414,830	7	$2,903,809	$416,587	2	$833,174	$566,193	2	$1,132,387	$4,869,370
31-Dec-37	30-Jun-39	148.6%	$162,048	0	$0	$423,126	7	$2,961,885	$424,919	2	$849,838	$577,517	2	$1,155,034	$4,966,758
31-Dec-38	30-Jun-40	151.6%	$162,048	0	$0	$431,589	7	$3,021,123	$433,417	2	$866,835	$589,068	2	$1,178,135	$5,066,093
31-Dec-39	30-Jun-41	154.6%	$162,048	0	$0	$440,221	7	$3,081,546	$442,086	2	$884,171	$600,849	2	$1,201,698	$5,167,415
31-Dec-40	30-Jun-42	157.7%	$162,048	0	$0	$449,025	7	$3,143,176	$450,927	2	$901,855	$612,866	2	$1,225,732	$5,270,763
31-Dec-41	30-Jun-43	160.8%	$162,048	0	$0	$458,006	7	$3,206,040	$459,946	2	$919,892	$625,123	2	$1,250,246	$5,376,178
31-Dec-42	30-Jun-44	164.1%	$162,048	0	$0	$467,166	7	$3,270,161	$469,145	2	$938,290	$637,626	2	$1,275,251	$5,483,702
31-Dec-43	30-Jun-45	167.3%	$162,048	0	$0	$476,509	7	$3,335,564	$478,528	2	$957,055	$650,378	2	$1,300,756	$5,593,376
31-Dec-44	30-Jun-46	170.7%	$162,048	0	$0	$486,039	7	$3,402,275	$488,098	2	$976,197	$663,386	2	$1,326,772	$5,705,243
31-Dec-45	30-Jun-47	174.1%	$162,048	0	$0	$495,760	7	$3,470,321	$497,860	2	$995,720	$676,653	2	$1,353,307	$5,819,348
31-Dec-46	30-Jun-48	177.6%	$162,048	0	$0	$505,675	7	$3,539,727	$507,817	2	$1,015,635	$690,187	2	$1,380,373	$5,935,735
31-Dec-47	30-Jun-49	181.1%	$162,048	0	$0	$515,789	7	$3,610,522	$517,974	2	$1,035,948	$703,990	2	$1,407,981	$6,054,450

[1]Assumes an annual inflation rate of 2%.

[2]See Schedule I.

[3]Assumes properties are closed with buyers in the same year as they are completed. See Schedule II. Based on U.S. Census Bureau data for 2016, the median year householders moved into owner-occupied units was 2004, implying a median tenure of twelve years. Accordingly, calculations herein assume that, after inital sales, one-twelfth of all units are resold annually. Source: U.S. Census Bureau, *2012-2016 American Community Survey 5-Year Estimates.*

Schedule VI: Projected Recordation Tax Revenues, continued

Development Year Ending	Fiscal Year Ending	Inflation Factor[1]	Total Projected Market Value of Transactions	Grantee Tax: Recordation Tax Rate (Per $100)[4]	Grantee Tax: Total Projected Recordation Tax Revenues	Grantor Tax: Recordation Tax Rate (Per $500)[4]	Grantor Tax: Total Projected Recordation Tax Revenues	Total Projected Recordation Tax Revenues
31-Dec-17	30-Jun-19	100.0%	$0	$0.0833	$0	$0.250	$0	$0
31-Dec-18	30-Jun-20	102.0%	$0	$0.0833	$0	$0.250	$0	$0
31-Dec-19	30-Jun-21	104.0%	$0	$0.0833	$0	$0.250	$0	$0
31-Dec-20	30-Jun-22	106.1%	$6,043,622	$0.0833	$5,036	$0.250	$3,022	$8,058
31-Dec-21	30-Jun-23	108.2%	$12,315,788	$0.0833	$10,263	$0.250	$6,158	$16,421
31-Dec-22	30-Jun-24	110.4%	$34,009,448	$0.0833	$28,341	$0.250	$17,005	$45,346
31-Dec-23	30-Jun-25	112.6%	$10,121,412	$0.0833	$8,435	$0.250	$5,061	$13,495
31-Dec-24	30-Jun-26	114.9%	$3,839,465	$0.0833	$3,200	$0.250	$1,920	$5,119
31-Dec-25	30-Jun-27	117.2%	$3,916,255	$0.0833	$3,264	$0.250	$1,958	$5,222
31-Dec-26	30-Jun-28	119.5%	$3,994,580	$0.0833	$3,329	$0.250	$1,997	$5,326
31-Dec-27	30-Jun-29	121.9%	$4,074,471	$0.0833	$3,395	$0.250	$2,037	$5,433
31-Dec-28	30-Jun-30	124.3%	$4,155,961	$0.0833	$3,463	$0.250	$2,078	$5,541
31-Dec-29	30-Jun-31	126.8%	$4,239,080	$0.0833	$3,533	$0.250	$2,120	$5,652
31-Dec-30	30-Jun-32	129.4%	$4,323,861	$0.0833	$3,603	$0.250	$2,162	$5,765
31-Dec-31	30-Jun-33	131.9%	$4,410,339	$0.0833	$3,675	$0.250	$2,205	$5,880
31-Dec-32	30-Jun-34	134.6%	$4,498,545	$0.0833	$3,749	$0.250	$2,249	$5,998
31-Dec-33	30-Jun-35	137.3%	$4,588,516	$0.0833	$3,824	$0.250	$2,294	$6,118
31-Dec-34	30-Jun-36	140.0%	$4,680,287	$0.0833	$3,900	$0.250	$2,340	$6,240
31-Dec-35	30-Jun-37	142.8%	$4,773,892	$0.0833	$3,978	$0.250	$2,387	$6,365
31-Dec-36	30-Jun-38	145.7%	$4,869,370	$0.0833	$4,058	$0.250	$2,435	$6,492
31-Dec-37	30-Jun-39	148.6%	$4,966,758	$0.0833	$4,139	$0.250	$2,483	$6,622
31-Dec-38	30-Jun-40	151.6%	$5,066,093	$0.0833	$4,222	$0.250	$2,533	$6,755
31-Dec-39	30-Jun-41	154.6%	$5,167,415	$0.0833	$4,306	$0.250	$2,584	$6,890
31-Dec-40	30-Jun-42	157.7%	$5,270,763	$0.0833	$4,392	$0.250	$2,635	$7,028
31-Dec-41	30-Jun-43	160.8%	$5,376,178	$0.0833	$4,480	$0.250	$2,688	$7,168
31-Dec-42	30-Jun-44	164.1%	$5,483,702	$0.0833	$4,570	$0.250	$2,742	$7,312
31-Dec-43	30-Jun-45	167.3%	$5,593,376	$0.0833	$4,661	$0.250	$2,797	$7,458
31-Dec-44	30-Jun-46	170.7%	$5,705,243	$0.0833	$4,754	$0.250	$2,853	$7,607
31-Dec-45	30-Jun-47	174.1%	$5,819,348	$0.0833	$4,849	$0.250	$2,910	$7,759
31-Dec-46	30-Jun-48	177.6%	$5,935,735	$0.0833	$4,946	$0.250	$2,968	$7,914
31-Dec-47	30-Jun-49	181.1%	$6,054,450	$0.0833	$5,045	$0.250	$3,027	$8,073
Total					$149,412		$89,647	$239,059

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[1]Assumes an annual inflation rate of 2%.

[2]See Schedule I.

[3]Assumes properties are closed with buyers in the same year as they are completed. See Schedule II.

[4]Local recordation tax rate is equal to one-third of the amount of the State recordation tax provided in *Code of Virginia Section 58.1-801.* The State rate is $0.25 for every $100 for the grantee. Therefore, the County rate is $0.0833 per $100. Source: *Spotsylvania County, Virginia FY 2018 Budget.*

Schedule VII-A: Projected Additional Revenues to Spotsylvania County - Annual

Annual Revenues[1]	Current County Revenues[2]	Basis for Projecting Revenues[3]	Current County Service Factors[4]	Revenues by Factor[3] Per Resident	Service Population	Per Employee	Projected Increase in Service Factor[5]	Total Additional Revenues[6]
Real property tax	$121,461,775	Schedule III	-	-	-	-	-	-
Personal property tax	$42,849,188	Schedule IV	-	-	-	-	-	-
Other property taxes	$1,043,510	not impacted	-	-	-	-	-	-
Sales tax	$17,952,000	service population	151,545	-	$118.46	-	400	$47,425
Consumer utility tax	$2,500,000	Schedule V	-	-	-	-	-	-
Business license tax	$4,219,000	not impacted	-	-	-	-	-	-
Daily rental tax	$50,000	not impacted	-	-	-	-	-	-
Utility gross receipts tax	$700,000	Schedule V	-	-	-	-	-	-
Local vehicle license fee	$3,000,000	Schedule IV	-	-	-	-	-	-
Bank stock tax	$600,000	not impacted	-	-	-	-	-	-
Recordation tax	$2,400,000	Schedule VI	-	-	-	-	-	-
Transient occupancy tax	$1,300,000	service population	151,545	-	$8.58	-	400	$3,434
Meals tax	$8,925,000	service population	151,545	-	$58.89	-	400	$23,578
License & permits	$345,200	not impacted	-	-	-	-	-	-
Charges for services	$3,985,944	not impacted	-	-	-	-	-	-
Other local revenue	$1,525,248	service population	151,545	-	$10.06	-	400	$4,029
Miscellaneous	$4,380,676	not impacted	-	-	-	-	-	-
State and Federal revenue	$37,448,813	not impacted	-	-	-	-	-	-
Penalties & interest on taxes	$2,475,468	not impacted	-	-	-	-	-	-
Total budget	$257,161,822			$0.00	$196.00	$0.00		$78,467

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[1] Not all sources of revenues are expected to be impacted as a result of the project. Revenues shown represent general fund revenues only. In addition, some fees are assumed to directly offset specific expenditures also not included in this analysis.

[2] Source: *Spotsylvania County, Virginia FY 2018 Adopted Budget.* Figures represent FY 2018 adopted amounts.

[3] Method of apportioning revenues: Per resident revenues are calculated by taking current revenues and apportioning them among current resident population. Per service population revenues are calculated by taking current revenues and apportioning them among current service population. Per employee revenues are calculated by taking current revenues and apportioning them among current emloyees.

[4] Represents current statistics for the County. See Appendix A.

[5] Represents projected increase to County as a result of the proposed development. See Appendix A.

[6] Represents total increase in revenues as a result of proposed project on an annual basis. Figures assume full build out and are expressed in current dollars.

Winding Creek Residential Development
Spotsylvania County, Virginia

Schedule VII-B: Projected Additional Revenues to Spotsylvania County - 30 Years

			Projected Additional Revenues to Spotsylvania County									
			Resident Revenues			Service Population Revenues			Employee Revenues			
Development Year Ending	Fiscal Year Ending	Inflation Factor[1]	Revenues Per Resident[2]	Anticipated Residents[3]	Total Resident Revenues	Revenues Per Service Population[2]	Anticipated Service Population[3]	Total Service Population Revenues	Revenues Per Employee[2]	Anticipated Employees	Total Employee Revenues	Total Projected Additional Revenues
31-Dec-17	30-Jun-19	100.0%	$0	0	$0	$196	0	$0	$0	0	$0	$0
31-Dec-18	30-Jun-20	102.0%	$0	0	$0	$200	0	$0	$0	0	$0	$0
31-Dec-19	30-Jun-21	104.0%	$0	0	$0	$204	0	$0	$0	0	$0	$0
31-Dec-20	30-Jun-22	106.1%	$0	30	$0	$208	30	$6,198	$0	0	$0	$6,198
31-Dec-21	30-Jun-23	108.2%	$0	94	$0	$212	94	$19,857	$0	0	$0	$19,857
31-Dec-22	30-Jun-24	110.4%	$0	357	$0	$216	357	$77,156	$0	0	$0	$77,156
31-Dec-23	30-Jun-25	112.6%	$0	400	$0	$221	400	$88,367	$0	0	$0	$88,367
31-Dec-24	30-Jun-26	114.9%	$0	400	$0	$225	400	$90,134	$0	0	$0	$90,134
31-Dec-25	30-Jun-27	117.2%	$0	400	$0	$230	400	$91,937	$0	0	$0	$91,937
31-Dec-26	30-Jun-28	119.5%	$0	400	$0	$234	400	$93,775	$0	0	$0	$93,775
31-Dec-27	30-Jun-29	121.9%	$0	400	$0	$239	400	$95,651	$0	0	$0	$95,651
31-Dec-28	30-Jun-30	124.3%	$0	400	$0	$244	400	$97,564	$0	0	$0	$97,564
31-Dec-29	30-Jun-31	126.8%	$0	400	$0	$249	400	$99,515	$0	0	$0	$99,515
31-Dec-30	30-Jun-32	129.4%	$0	400	$0	$254	400	$101,506	$0	0	$0	$101,506
31-Dec-31	30-Jun-33	131.9%	$0	400	$0	$259	400	$103,536	$0	0	$0	$103,536
31-Dec-32	30-Jun-34	134.6%	$0	400	$0	$264	400	$105,606	$0	0	$0	$105,606
31-Dec-33	30-Jun-35	137.3%	$0	400	$0	$269	400	$107,718	$0	0	$0	$107,718
31-Dec-34	30-Jun-36	140.0%	$0	400	$0	$274	400	$109,873	$0	0	$0	$109,873
31-Dec-35	30-Jun-37	142.8%	$0	400	$0	$280	400	$112,070	$0	0	$0	$112,070
31-Dec-36	30-Jun-38	145.7%	$0	400	$0	$286	400	$114,312	$0	0	$0	$114,312
31-Dec-37	30-Jun-39	148.6%	$0	400	$0	$291	400	$116,598	$0	0	$0	$116,598
31-Dec-38	30-Jun-40	151.6%	$0	400	$0	$297	400	$118,930	$0	0	$0	$118,930
31-Dec-39	30-Jun-41	154.6%	$0	400	$0	$303	400	$121,309	$0	0	$0	$121,309
31-Dec-40	30-Jun-42	157.7%	$0	400	$0	$309	400	$123,735	$0	0	$0	$123,735
31-Dec-41	30-Jun-43	160.8%	$0	400	$0	$315	400	$126,209	$0	0	$0	$126,209
31-Dec-42	30-Jun-44	164.1%	$0	400	$0	$322	400	$128,734	$0	0	$0	$128,734
31-Dec-43	30-Jun-45	167.3%	$0	400	$0	$328	400	$131,308	$0	0	$0	$131,308
31-Dec-44	30-Jun-46	170.7%	$0	400	$0	$335	400	$133,934	$0	0	$0	$133,934
31-Dec-45	30-Jun-47	174.1%	$0	400	$0	$341	400	$136,613	$0	0	$0	$136,613
31-Dec-46	30-Jun-48	177.6%	$0	400	$0	$348	400	$139,345	$0	0	$0	$139,345
31-Dec-47	30-Jun-49	181.1%	$0	400	$0	$355	400	$142,132	$0	0	$0	$142,132
Total					$0			$2,933,623				$2,933,623

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[1]Assumes an annual inflation rate of 2%.

[2]See Schedule VII-A.

[3]See Appendix B.

Schedule VIII: Projected Revenues to Spotsylvania County - 30 Year Projection

Fiscal Year Ending	Inflation Factor	Projected Real Property Tax (Schedule III-B)	Projected Vehicle Personal Property Tax (Schedule IV)	Projected Vehicle License Fee (Schedule IV)	Projected Utility Tax Revenues (Schedule V-C)	Projected Recordation Tax (Schedule VI)	Projected Additional Tax Revenues (Schedule VII-B)	Estimated Total Revenues
30-Jun-18	100.0%	$0	$0	$0	$0	$0	$0	$0
30-Jun-19	102.0%	$0	$0	$0	$0	$0	$0	$0
30-Jun-20	104.0%	$0	$0	$0	$0	$0	$0	$0
30-Jun-21	106.1%	$45,367	$0	$0	$12,340	$8,058	$6,198	$71,963
30-Jun-22	108.2%	$152,086	$0	$0	$12,587	$16,421	$19,857	$200,951
30-Jun-23	110.4%	$450,526	$246,109	$14,996	$12,838	$45,346	$77,156	$846,971
30-Jun-24	112.6%	$549,486	$251,031	$15,296	$13,095	$13,495	$88,367	$930,770
30-Jun-25	114.9%	$549,486	$256,052	$15,602	$13,357	$5,119	$90,134	$929,750
30-Jun-26	117.2%	$571,887	$261,173	$15,914	$13,624	$5,222	$91,937	$959,756
30-Jun-27	119.5%	$571,887	$266,396	$16,232	$13,897	$5,326	$93,775	$967,514
30-Jun-28	121.9%	$619,441	$271,724	$16,557	$14,174	$5,433	$95,651	$1,022,980
30-Jun-29	124.3%	$619,441	$277,159	$16,888	$14,458	$5,541	$97,564	$1,031,051
30-Jun-30	126.8%	$619,441	$282,702	$17,225	$14,747	$5,652	$99,515	$1,039,283
30-Jun-31	129.4%	$619,441	$288,356	$17,570	$15,042	$5,765	$101,506	$1,047,680
30-Jun-32	131.9%	$670,915	$294,123	$17,921	$15,343	$5,880	$103,536	$1,107,718
30-Jun-33	134.6%	$670,915	$300,005	$18,280	$15,650	$5,998	$105,606	$1,116,454
30-Jun-34	137.3%	$670,915	$306,006	$18,645	$15,963	$6,118	$107,718	$1,125,365
30-Jun-35	140.0%	$670,915	$312,126	$19,018	$16,282	$6,240	$109,873	$1,134,454
30-Jun-36	142.8%	$726,632	$318,368	$19,399	$16,608	$6,365	$112,070	$1,199,442
30-Jun-37	145.7%	$726,632	$324,736	$19,787	$16,940	$6,492	$114,312	$1,208,898
30-Jun-38	148.6%	$726,632	$331,230	$20,182	$17,279	$6,622	$116,598	$1,218,543
30-Jun-39	151.6%	$726,632	$337,855	$20,586	$17,624	$6,755	$118,930	$1,228,381
30-Jun-40	154.6%	$786,941	$344,612	$20,998	$17,977	$6,890	$121,309	$1,298,726
30-Jun-41	157.7%	$786,941	$351,504	$21,418	$18,336	$7,028	$123,735	$1,308,962
30-Jun-42	160.8%	$786,941	$358,534	$21,846	$18,703	$7,168	$126,209	$1,319,402
30-Jun-43	164.1%	$786,941	$365,705	$22,283	$19,077	$7,312	$128,734	$1,330,051
30-Jun-44	167.3%	$852,223	$373,019	$22,729	$19,459	$7,458	$131,308	$1,406,195
30-Jun-45	170.7%	$852,223	$380,479	$23,183	$19,848	$7,607	$133,934	$1,417,274
30-Jun-46	174.1%	$852,223	$388,089	$23,647	$20,245	$7,759	$136,613	$1,428,575
30-Jun-47	177.6%	$852,223	$395,851	$24,120	$20,650	$7,914	$139,345	$1,440,102
30-Jun-48	181.1%	$922,885	$403,768	$24,602	$21,063	$8,073	$142,132	$1,522,522
Total		$18,438,220	$8,286,712	$504,920	$457,202	$239,059	$2,933,623	$30,859,736

Schedule IX-A: Projected Additional Expenditures to Spotsylvania County - Annual

Annual Expenditures[1]	Current County Expenditures[2]	Basis for Projecting Expenditures[3]	Current County Service Factors[4]	Expenditures by Factor[3]: Per Resident	Service Population	Per Employee	Per Student	$1,000s of Real Property Tax Revenues	$1,000s of Tax Revenues	Projected Increase in Service Factor[5]	Total Additional Expenditures[6]
Board of Supervisors	$268,589	not impacted	-	-	-	-	-	-	-	-	-
County Administration	$960,843	not impacted	-	-	-	-	-	-	-	-	-
County Attorney	$1,034,958	not impacted	-	-	-	-	-	-	-	-	-
Non-Departmental	$2,622,675	not impacted	-	-	-	-	-	-	-	-	-
Human Resources	$791,652	not impacted	-	-	-	-	-	-	-	-	-
Commissioner of Revenue[7]	$1,130,482	$1,000s of tax revenues	$257,162	-	-	-	-	-	$4	$841	$3,695
Assessment[7]	$990,293	$1,000s of real property tax revenue	$121,462	-	-	-	-	$8	-	$489	$3,987
Treasurer	$1,807,123	not impacted	-	-	-	-	-	-	-	-	-
Financial Services	$2,490,149	not impacted	-	-	-	-	-	-	-	-	-
Information Services	$5,967,001	not impacted	-	-	-	-	-	-	-	-	-
Voter Services	$438,212	not impacted	-	-	-	-	-	-	-	-	-
Circuit Court	$265,790	not impacted	-	-	-	-	-	-	-	-	-
General District Court	$29,056	not impacted	-	-	-	-	-	-	-	-	-
Magistrate	$10,338	not impacted	-	-	-	-	-	-	-	-	-
Juvenile & Domestic Relations Court	$28,483	not impacted	-	-	-	-	-	-	-	-	-
Clerk of the Circuit Court	$1,484,199	not impacted	-	-	-	-	-	-	-	-	-
Commonwealth's Attorney	$2,365,107	not impacted	-	-	-	-	-	-	-	-	-
Sheriff[7]	$15,834,557	service population	151,545	-	$104.49	-	-	-	-	400	$41,832
Fire, Rescue, and Emergency Management[7]	$17,492,347	service population	151,545	-	$115.43	-	-	-	-	400	$46,211
Fire/EMS Service Fee	$2,763,505	not impacted	-	-	-	-	-	-	-	-	-
Regional Detention Facilities	$6,537,424	not impacted	-	-	-	-	-	-	-	-	-
Court Services Unit	$554,049	not impacted	-	-	-	-	-	-	-	-	-
Medical Examiner	$500	not impacted	-	-	-	-	-	-	-	-	-
Building Division	$2,253,036	not impacted	-	-	-	-	-	-	-	-	-
Facilities Services	$4,628,480	not impacted	-	-	-	-	-	-	-	-	-
Refuse Management[7]	$2,097,059	service population	151,545	-	$13.84	-	-	-	-	400	$5,540
Water & Sewer	$40,815,884	not impacted	-	-	-	-	-	-	-	-	-
Local Health Department	$647,569	not impacted	-	-	-	-	-	-	-	-	-
Rappahannock Area Community Services Board	$396,984	not impacted	-	-	-	-	-	-	-	-	-
Social Services	$9,690,237	not impacted	-	-	-	-	-	-	-	-	-
Children's Services Act	$8,655,901	not impacted	-	-	-	-	-	-	-	-	-
Germanna Community College	$230,520	not impacted	-	-	-	-	-	-	-	-	-
Parks & Recreation	$2,444,398	residents	133,033	$18.37	-	-	-	-	-	400	$7,356
County Museum	$98,967	not impacted	-	-	-	-	-	-	-	-	-
Regional Library	$4,386,632	not impacted	-	-	-	-	-	-	-	-	-
Community Development	$5,539,728	not impacted	-	-	-	-	-	-	-	-	-
Transportation	$11,313,211	not impacted	-	-	-	-	-	-	-	-	-
Transfer to schools[8]	$98,493,419	per student	23,539	-	-	-	$4,184	-	-	0	$0
Total budget	$257,559,357			$18	$234	$0	$4,184	$8	$4		$108,621

[1] Not all expenditures are expected to be impacted as a result of the project.

[2] Source: *Spotsylvania County, Virginia FY 2018 Adopted Budget.*

[3] Method of apportioning expenditures: Per resident costs are calculated by taking current expenditures and apportioning them among current resident population. Service population costs are calculated by taking current expenditures and apportioning them among the current service population (i.e. total permanent population and employees who do not reside in the County). Per employee costs are calculated by taking current expenditures and apportioning them among current employees. Per student costs are calculated by taking current expenditures and apportioning them amount the current student population. Per $1,000's of tax revenue costs are calculated by taking current expenditures and apportioning them among current total tax revenues. Per $1,000's of real property tax revenue costs are calculated by taking current expenditures and apportioning them among current total real property tax revenues.

[4] See Appendix A.

[5] Represents the projected increase to the County resulting from the new development. See Appendix A.

[6] Represents the total increase in costs as a result of the proposed development on an annual basis. Figures assume full build out and are expressed in current dollars.

[7] Includes only appropriated expenditures funded by local taxes. Does not include capital expenditures.

Schedule IX-B: Projected Additional Expenditures to Spotsylvania County - 30 Years

			Resident Costs			Service Population Costs			Employee Costs			Student Costs		
Development Year Ending	Fiscal Year Ending	Inflation Factor[1]	Cost Per Resident[2]	Anticipated Residents[3]	Total Resident Cost	Cost Per Service Population[2]	Anticipated Service Population[3]	Total Service Population Expenditures	Cost Per Employee[2]	Anticipated Employees[3]	Total Employee Expenditures	Cost per Student[2]	Anticipated Students[3]	Total Student Cost
31-Dec-17	30-Jun-19	100.0%	$18	0	$0	$234	0	$0	$0	0	$0	$4,184	0	$0
31-Dec-18	30-Jun-20	102.0%	$19	0	$0	$238	0	$0	$0	0	$0	$4,268	0	$0
31-Dec-19	30-Jun-21	104.0%	$19	0	$0	$243	0	$0	$0	0	$0	$4,353	0	$0
31-Dec-20	30-Jun-22	106.1%	$19	30	$581	$248	30	$7,392	$0	0	$0	$4,440	0	$0
31-Dec-21	30-Jun-23	108.2%	$20	94	$1,862	$253	94	$23,683	$0	0	$0	$4,529	0	$0
31-Dec-22	30-Jun-24	110.4%	$20	357	$7,233	$258	357	$92,019	$0	0	$0	$4,620	0	$0
31-Dec-23	30-Jun-25	112.6%	$21	400	$8,284	$263	400	$105,389	$0	0	$0	$4,712	0	$0
31-Dec-24	30-Jun-26	114.9%	$21	400	$8,450	$269	400	$107,497	$0	0	$0	$4,806	0	$0
31-Dec-25	30-Jun-27	117.2%	$22	400	$8,619	$274	400	$109,647	$0	0	$0	$4,903	0	$0
31-Dec-26	30-Jun-28	119.5%	$22	400	$8,791	$279	400	$111,840	$0	0	$0	$5,001	0	$0
31-Dec-27	30-Jun-29	121.9%	$22	400	$8,967	$285	400	$114,077	$0	0	$0	$5,101	0	$0
31-Dec-28	30-Jun-30	124.3%	$23	400	$9,146	$291	400	$116,358	$0	0	$0	$5,203	0	$0
31-Dec-29	30-Jun-31	126.8%	$23	400	$9,329	$296	400	$118,685	$0	0	$0	$5,307	0	$0
31-Dec-30	30-Jun-32	129.4%	$24	400	$9,516	$302	400	$121,059	$0	0	$0	$5,413	0	$0
31-Dec-31	30-Jun-33	131.9%	$24	400	$9,706	$308	400	$123,480	$0	0	$0	$5,521	0	$0
31-Dec-32	30-Jun-34	134.6%	$25	400	$9,900	$315	400	$125,950	$0	0	$0	$5,631	0	$0
31-Dec-33	30-Jun-35	137.3%	$25	400	$10,098	$321	400	$128,469	$0	0	$0	$5,744	0	$0
31-Dec-34	30-Jun-36	140.0%	$26	400	$10,300	$327	400	$131,038	$0	0	$0	$5,859	0	$0
31-Dec-35	30-Jun-37	142.8%	$26	400	$10,506	$334	400	$133,659	$0	0	$0	$5,976	0	$0
31-Dec-36	30-Jun-38	145.7%	$27	400	$10,717	$341	400	$136,332	$0	0	$0	$6,096	0	$0
31-Dec-37	30-Jun-39	148.6%	$27	400	$10,931	$347	400	$139,059	$0	0	$0	$6,218	0	$0
31-Dec-38	30-Jun-40	151.6%	$28	400	$11,150	$354	400	$141,840	$0	0	$0	$6,342	0	$0
31-Dec-39	30-Jun-41	154.6%	$28	400	$11,373	$361	400	$144,677	$0	0	$0	$6,469	0	$0
31-Dec-40	30-Jun-42	157.7%	$29	400	$11,600	$369	400	$147,570	$0	0	$0	$6,598	0	$0
31-Dec-41	30-Jun-43	160.8%	$30	400	$11,832	$376	400	$150,522	$0	0	$0	$6,730	0	$0
31-Dec-42	30-Jun-44	164.1%	$30	400	$12,069	$383	400	$153,532	$0	0	$0	$6,865	0	$0
31-Dec-43	30-Jun-45	167.3%	$31	400	$12,310	$391	400	$156,603	$0	0	$0	$7,002	0	$0
31-Dec-44	30-Jun-46	170.7%	$31	400	$12,556	$399	400	$159,735	$0	0	$0	$7,142	0	$0
31-Dec-45	30-Jun-47	174.1%	$32	400	$12,807	$407	400	$162,930	$0	0	$0	$7,285	0	$0
31-Dec-46	30-Jun-48	177.6%	$33	400	$13,063	$415	400	$166,188	$0	0	$0	$7,431	0	$0
31-Dec-47	30-Jun-49	181.1%	$33	400	$13,325	$423	400	$169,512	$0	0	$0	$7,579	0	$0
Total					$275,023			$3,498,744			$0			$0

[1]Assumes an annual inflation rate of 2%.

[2]See Schedule XIV-A.

[3]See Appendix C.

[4]See Appendix B.

[5]See Appendix D.

Schedule IX-B: Projected Additional Expenditures to Spotsylvania County - 30 Years, continued

			Real Property Tax Revenue Costs			Total Tax Revenue Costs			
Development Year Ending	Fiscal Year Ending	Inflation Factor	Cost Per $1,000 Real Property Tax Revenue[1]	Anticipated Real Property Revenues[2]	Total Revenue Cost Per $1,000	Cost Per $1,000 Revenue[1]	Anticipated Revenues[3]	Total Revenue Costs Per $1,000	Total Projected Additional Expenditures
31-Dec-17	30-Jun-19	100.0%	$8	$0	$0	$4	$0	$0	$0
31-Dec-18	30-Jun-20	102.0%	$8	$0	$0	$4	$0	$0	$0
31-Dec-19	30-Jun-21	104.0%	$8	$0	$0	$5	$0	$0	$0
31-Dec-20	30-Jun-22	106.1%	$9	$45,367	$393	$5	$71,963	$336	$8,701
31-Dec-21	30-Jun-23	108.2%	$9	$152,086	$1,342	$5	$200,951	$956	$27,843
31-Dec-22	30-Jun-24	110.4%	$9	$450,526	$4,056	$5	$846,971	$4,111	$107,418
31-Dec-23	30-Jun-25	112.6%	$9	$549,486	$5,045	$5	$930,770	$4,608	$123,327
31-Dec-24	30-Jun-26	114.9%	$9	$549,486	$5,146	$5	$929,750	$4,695	$125,788
31-Dec-25	30-Jun-27	117.2%	$10	$571,887	$5,463	$5	$959,756	$4,943	$128,672
31-Dec-26	30-Jun-28	119.5%	$10	$571,887	$5,572	$5	$967,514	$5,083	$131,287
31-Dec-27	30-Jun-29	121.9%	$10	$619,441	$6,156	$5	$1,022,980	$5,482	$134,682
31-Dec-28	30-Jun-30	124.3%	$10	$619,441	$6,280	$5	$1,031,051	$5,636	$137,420
31-Dec-29	30-Jun-31	126.8%	$10	$619,441	$6,405	$6	$1,039,283	$5,794	$140,214
31-Dec-30	30-Jun-32	129.4%	$11	$619,441	$6,533	$6	$1,047,680	$5,958	$143,066
31-Dec-31	30-Jun-33	131.9%	$11	$670,915	$7,218	$6	$1,107,718	$6,425	$146,830
31-Dec-32	30-Jun-34	134.6%	$11	$670,915	$7,362	$6	$1,116,454	$6,605	$149,818
31-Dec-33	30-Jun-35	137.3%	$11	$670,915	$7,509	$6	$1,125,365	$6,791	$152,868
31-Dec-34	30-Jun-36	140.0%	$11	$670,915	$7,659	$6	$1,134,454	$6,983	$155,981
31-Dec-35	30-Jun-37	142.8%	$12	$726,632	$8,461	$6	$1,199,442	$7,531	$160,158
31-Dec-36	30-Jun-38	145.7%	$12	$726,632	$8,631	$6	$1,208,898	$7,742	$163,421
31-Dec-37	30-Jun-39	148.6%	$12	$726,632	$8,803	$7	$1,218,543	$7,960	$166,753
31-Dec-38	30-Jun-40	151.6%	$12	$726,632	$8,979	$7	$1,228,381	$8,185	$170,153
31-Dec-39	30-Jun-41	154.6%	$13	$786,941	$9,919	$7	$1,298,726	$8,826	$174,795
31-Dec-40	30-Jun-42	157.7%	$13	$786,941	$10,117	$7	$1,308,962	$9,074	$178,362
31-Dec-41	30-Jun-43	160.8%	$13	$786,941	$10,320	$7	$1,319,402	$9,329	$182,003
31-Dec-42	30-Jun-44	164.1%	$13	$786,941	$10,526	$7	$1,330,051	$9,592	$185,719
31-Dec-43	30-Jun-45	167.3%	$14	$852,223	$11,627	$7	$1,406,195	$10,344	$190,885
31-Dec-44	30-Jun-46	170.7%	$14	$852,223	$11,860	$8	$1,417,274	$10,634	$194,786
31-Dec-45	30-Jun-47	174.1%	$14	$852,223	$12,097	$8	$1,428,575	$10,934	$198,768
31-Dec-46	30-Jun-48	177.6%	$14	$852,223	$12,339	$8	$1,440,102	$11,242	$202,833
31-Dec-47	30-Jun-49	181.1%	$15	$922,885	$13,629	$8	$1,522,522	$12,123	$208,590
Total					$219,449			$197,923	$4,191,139

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[1]See Schedule XIV-A.

[2]See Schedule III-B.

[3]See Schedule XIII.

Schedule X: Comparison of Projected Revenues and Expenditures

Fiscal Year Ending	Total Estimated Revenues (Schedule VIII)	Total Estimated Expenditures (Schedule IX-B)	Net Fiscal Impact to Spotsylvania County
30-Jun-19	$0	$0	$0
30-Jun-20	$0	$0	$0
30-Jun-21	$0	$0	$0
30-Jun-22	$71,963	($8,701)	$63,262
30-Jun-23	$200,951	($27,843)	$173,108
30-Jun-24	$846,971	($107,418)	$739,552
30-Jun-25	$930,770	($123,327)	$807,443
30-Jun-26	$929,750	($125,788)	$803,962
30-Jun-27	$959,756	($128,672)	$831,084
30-Jun-28	$967,514	($131,287)	$836,227
30-Jun-29	$1,022,980	($134,682)	$888,298
30-Jun-30	$1,031,051	($137,420)	$893,631
30-Jun-31	$1,039,283	($140,214)	$899,069
30-Jun-32	$1,047,680	($143,066)	$904,614
30-Jun-33	$1,107,718	($146,830)	$960,889
30-Jun-34	$1,116,454	($149,818)	$966,637
30-Jun-35	$1,125,365	($152,868)	$972,497
30-Jun-36	$1,134,454	($155,981)	$978,473
30-Jun-37	$1,199,442	($160,158)	$1,039,284
30-Jun-38	$1,208,898	($163,421)	$1,045,477
30-Jun-39	$1,218,543	($166,753)	$1,051,790
30-Jun-40	$1,228,381	($170,153)	$1,058,228
30-Jun-41	$1,298,726	($174,795)	$1,123,931
30-Jun-42	$1,308,962	($178,362)	$1,130,600
30-Jun-43	$1,319,402	($182,003)	$1,137,400
30-Jun-44	$1,330,051	($185,719)	$1,144,332
30-Jun-45	$1,406,195	($190,885)	$1,215,310
30-Jun-46	$1,417,274	($194,786)	$1,222,489
30-Jun-47	$1,428,575	($198,768)	$1,229,808
30-Jun-48	$1,440,102	($202,833)	$1,237,269
30-Jun-49	$1,522,522	($208,590)	$1,313,933
Total	$30,859,736	($4,191,139)	$26,668,597

Winding Creek Residential Development
Spotsylvania County, Virginia

Appendices

Appendix A: Revenues and Cost Allocation to Spotsylvania County (Allocation Factors)

Spotsylvania County permanent population [1]	133,033
Spotsylvania County labor force[2]	31,804
Non-resident workers[2]	18,512
Employee population equivalent	18,512
Total service population	151,545
Service population rates:	
Resident	1.00
Employee[3]	1.00
Expected resident increase:	
Rental units	215
Persons per owner-occupied unit[4]	1.49
Assumed occupancy	100%
Projected owner-occupied resident increase	320.35
Owner-occupied units	40
Persons per owner-occupied unit[4]	2.00
Assumed occupancy	100%
Projected owner-occupied resident increase	80.00
Total resident increase	400.35
Total projected service population increase	400
Projected students:	
Owner-occupied units	40
Student generation factor[5]	0.000
Total projected students	0.00
Current students enrolled in public school system (K-12)[6]	23,539
Current countywide real property tax revenues ($1,000's)[6]	$121,462
Projected increase in countywide real property tax revenues ($1,000's)[7]	$489
Current countywide tax revenues ($1,000's)[6]	$257,162
Projected increase in countywide general tax revenues ($1,000's)[8]	$841

[1]Source: U.S. Census Bureau.

[2]Source: U.S.Census Bureau, Center for Economic Studies, LEHD (OnTheMap application, 2015 data).

[3]Service rate assumes full-time employees generates costs at the same rate as full-time residents.

[4]Based on information provided by Spotsylvania County.

[5]As all units are age-restricted, no student impacts are assumed.

[6]Source: *Spotsylvania County FY 2018 Adopted Budget.*

[7]See Schedule III-B.

[8]See Schedule VIII.

Winding Creek Residential Development
Spotsylvania County, Virginia

Appendix B: Projected Residents and Service Population

	Projected Resident Increase											Service Population Increase			
Development	Projected		Occupied	Residents	Total	Projected		Occupied	Residents	Total	Total Residents	Projected Service Employees			Service Population
Year Ending	Rental Units[1]	Vacancy[2]	Rental Units	Per Unit[2]	Residents	For-Sale Units[1]	Vacancy[2]	For-Sale Units	Per Unit[2]	Residents	(Rental & For-Sale)	Employees[3]	Service Percentage[4]	Service Employees[5]	Increase[6]
31-Dec-17	0	0.0%	0	1.49	0	0	0.0%	0	2.00	0	0	0	58.2%	0	0
31-Dec-18	0	0.0%	0	1.49	0	0	0.0%	0	2.00	0	0	0	58.2%	0	0
31-Dec-19	0	0.0%	0	1.49	0	0	0.0%	0	2.00	0	0	0	58.2%	0	0
31-Dec-20	20	0.0%	20	1.49	30	0	0.0%	0	2.00	0	30	0	58.2%	0	30
31-Dec-21	40	0.0%	40	1.49	60	17	0.0%	17	2.00	34	94	0	58.2%	0	94
31-Dec-22	195	0.0%	195	1.49	291	33	0.0%	33	2.00	66	357	0	58.2%	0	357
31-Dec-23	215	0.0%	215	1.49	320	40	0.0%	40	2.00	80	400	0	58.2%	0	400
31-Dec-24	215	0.0%	215	1.49	320	40	0.0%	40	2.00	80	400	0	58.2%	0	400
31-Dec-25	215	0.0%	215	1.49	320	40	0.0%	40	2.00	80	400	0	58.2%	0	400
31-Dec-26	215	0.0%	215	1.49	320	40	0.0%	40	2.00	80	400	0	58.2%	0	400
31-Dec-27	215	0.0%	215	1.49	320	40	0.0%	40	2.00	80	400	0	58.2%	0	400
31-Dec-28	215	0.0%	215	1.49	320	40	0.0%	40	2.00	80	400	0	58.2%	0	400
31-Dec-29	215	0.0%	215	1.49	320	40	0.0%	40	2.00	80	400	0	58.2%	0	400
31-Dec-30	215	0.0%	215	1.49	320	40	0.0%	40	2.00	80	400	0	58.2%	0	400
31-Dec-31	215	0.0%	215	1.49	320	40	0.0%	40	2.00	80	400	0	58.2%	0	400
31-Dec-32	215	0.0%	215	1.49	320	40	0.0%	40	2.00	80	400	0	58.2%	0	400
31-Dec-33	215	0.0%	215	1.49	320	40	0.0%	40	2.00	80	400	0	58.2%	0	400
31-Dec-34	215	0.0%	215	1.49	320	40	0.0%	40	2.00	80	400	0	58.2%	0	400
31-Dec-35	215	0.0%	215	1.49	320	40	0.0%	40	2.00	80	400	0	58.2%	0	400
31-Dec-36	215	0.0%	215	1.49	320	40	0.0%	40	2.00	80	400	0	58.2%	0	400
31-Dec-37	215	0.0%	215	1.49	320	40	0.0%	40	2.00	80	400	0	58.2%	0	400
31-Dec-38	215	0.0%	215	1.49	320	40	0.0%	40	2.00	80	400	0	58.2%	0	400
31-Dec-39	215	0.0%	215	1.49	320	40	0.0%	40	2.00	80	400	0	58.2%	0	400
31-Dec-40	215	0.0%	215	1.49	320	40	0.0%	40	2.00	80	400	0	58.2%	0	400
31-Dec-41	215	0.0%	215	1.49	320	40	0.0%	40	2.00	80	400	0	58.2%	0	400
31-Dec-42	215	0.0%	215	1.49	320	40	0.0%	40	2.00	80	400	0	58.2%	0	400
31-Dec-43	215	0.0%	215	1.49	320	40	0.0%	40	2.00	80	400	0	58.2%	0	400
31-Dec-44	215	0.0%	215	1.49	320	40	0.0%	40	2.00	80	400	0	58.2%	0	400
31-Dec-45	215	0.0%	215	1.49	320	40	0.0%	40	2.00	80	400	0	58.2%	0	400
31-Dec-46	215	0.0%	215	1.49	320	40	0.0%	40	2.00	80	400	0	58.2%	0	400
31-Dec-47	215	0.0%	215	1.49	320	40	0.0%	40	2.00	80	400	0	58.2%	0	400

[1] See Schedule II.

[2] See Appendix A. Assumes 95% occupancy.

[3] As the Development is entirely residential, this study does not include a separate calculation of projected employees at the site.

[4] Represents the percentage of employees assumed to work, but not live, within Spotsylvania County. See Appendix A.

[5] Represents the increase in employees who work but do not live in the County as a result of the proposed development.

[6] Represents the increase in service employees and residents as a result of the proposed development.

Appendix C: Projected Students

Development Year Ending	Projected Occupied Units[1]	Students per Unit [2]	Total
31-Dec-17	0	0.000	0
31-Dec-18	0	0.000	0
31-Dec-19	0	0.000	0
31-Dec-20	20	0.000	0
31-Dec-21	57	0.000	0
31-Dec-22	228	0.000	0
31-Dec-23	255	0.000	0
31-Dec-24	255	0.000	0
31-Dec-25	255	0.000	0
31-Dec-26	255	0.000	0
31-Dec-27	255	0.000	0
31-Dec-28	255	0.000	0
31-Dec-29	255	0.000	0
31-Dec-30	255	0.000	0
31-Dec-31	255	0.000	0
31-Dec-32	255	0.000	0
31-Dec-33	255	0.000	0
31-Dec-34	255	0.000	0
31-Dec-35	255	0.000	0
31-Dec-36	255	0.000	0
31-Dec-37	255	0.000	0
31-Dec-38	255	0.000	0
31-Dec-39	255	0.000	0
31-Dec-40	255	0.000	0
31-Dec-41	255	0.000	0
31-Dec-42	255	0.000	0
31-Dec-43	255	0.000	0
31-Dec-44	255	0.000	0
31-Dec-45	255	0.000	0
31-Dec-46	255	0.000	0
31-Dec-47	255	0.000	0

[1]See Appendix B.

[2]See Appendix A. Information provided by Spotsylvania County.

Appendix D: Projected Market Value (Comparables)[1]

Property	GPIN	Address	Year Built	Area Units	Area Rooms	Area GSF	Assessed Value Land	Assessed Value Improvement	Assessed Value Total	Total Assessed Value Per Unit	Total Assessed Value Per Room	Total Assessed Value Per GSF
Residential												
Age-restricted apartments												
Kings Crest	23-15-C5	Kings Crest	1999	100	-	94,932	$590,400	$5,366,500	$5,956,900	$59,569	-	$63
Alexander Heights	23-A-43	2700 Salem Church Road	2007	147	-	103,971	$1,666,900	$12,696,500	$14,363,400	$97,710	-	***$138***
Average per SF/unit										$78,640		$102
Age-restricted villas/condominiums												
Villas at Regency Park	13-14-11	12607 River Crossing Way	2016	1	-	1,056	$30,000	$157,700	$187,700	$187,700	-	$178
Villas at Regency Park	13-14-14	12601 River Crossing Way	2016	1	-	1,056	$35,000	$162,500	$197,500	$197,500	-	$187
Villas at Regency Park	13-14-13	12603 River Crossing Way	2016	1	-	1,056	$30,000	$154,600	$184,600	$184,600	-	$175
Villas at Regency Park	13-14-23	12614 River Crossing Way	2015	1	-	1,575	$35,000	$217,200	$252,200	$252,200	-	$160
Average per SF/unit										$218,400		***$173***
Age-restricted single-family												
Regency at Chancellorsville	11L4-151	7900 Burbank Avenue	2016	1	-	1,633	$85,000	$278,200	$363,200	$363,200	-	$222
Regency at Chancellorsville	11L4-171	7905 Burbank Avenue	2016	1	-	1,666	$85,000	$189,600	$274,600	$274,600	-	$165
Regency at Chancellorsville	11L4-154	7910 Burbank Avenue	2014	1	-	2,007	$85,000	$324,600	$409,600	$409,600	-	$204
Regency at Chancellorsville	11L4-133	7718 General Wright Drive	2015	1	-	1,633	$85,000	$287,000	$372,000	$372,000		$228
Average per SF/unit										$390,800		***$205***
Townhomes												
Summerfield (end unit)	24-21-48	1200 Hudgins Farm Circle	2015	1	-	1,852	$35,000	$238,500	$273,500	$273,500	-	$148
Summerfield (inside unit)	24-21-49	1202 Hudgins Farm Circle	2016	1	-	1,584	$30,000	$203,100	$233,100	$233,100	-	$147
Summerfield (inside unit)	24-21-51	1206 Hudgins Farm Circle	2015	1	-	1,824	$30,000	$218,300	$248,300	$248,300	-	$136
Summerfield (end unit)	24-21-52	1208 Hudgins Farm Circle	2015	1	-	1,852	$35,000	$231,100	$266,100	$266,100	-	$144
Mallard Landing (end unit)	38-3-42	2301 Drake Lane	2013	1	-	1,540	$35,000	$207,600	$242,600	$242,600		$158
Mallard Landing (inside unit)	38-3-41	2303 Drake Lane	2013	1	-	1,360	$30,000	$175,500	$205,500	$205,500		$151
Mallard Landing (inside unit)	38-3-8	2316 Drake Lane	2015	1	-	1,400	$30,000	$184,500	$214,500	$214,500		$153
Mallard Landing (end unit)	38-3-6	2312 Drake Lane	2015	1	-	1,540	$35,000	$208,500	$243,500	$243,500	-	$158
Average per SF/unit										$240,888		***$149***

MuniCap, Inc. *16-Jan-19*

[1]Value chosen for each property type is underlined and shown in bold and italics. Information obtained through Spotsylvania County Real Estate Office database.

Appendix E: Project Parcels[1]

GPIN	Address	Owner	Assessment (Effective 2018)[2] Land	Building	Total Value
Project parcels:					
35-A-8	10346 Courthouse Road	Private resident	$176,300	$230,700	$407,000
35-A-9	10300 Courthouse Road	Private resident	$150,000	$30,800	$180,800
Total			$326,300	$261,500	$587,800

MuniCap, Inc. *16-Jan-19*

[1]Base parcels provided by ATFD, LLC.

[2]As of this writing, the Spotsylvania Real Estate Office has not yet assessed the parcel.

Appendix F-1: Construction Jobs and Indirect Impacts

	Total
Residential hard cost	$25,811,800
Total estimated construction costs:[1]	$25,811,800
Total construction jobs[2]	184
Construction full-time equivalent factor[3]	0.9595
Total construction full-time equivalent employees ("FTE's")	177
Total construction labor income[2]	$7,614,696
Labor income to wage factor[4]	1.1989
Total wages	$6,351,402
Average labor income per construction FTE -- annual	$43,084
Average wage per construction FTE -- annual	$35,936
Multiplier for construction wages[2]	1.5934
Total earnings	$12,133,223
Indirect earnings	$4,518,527
Multiplier for construction jobs[2]	1.6406
Total construction jobs (one year full time equivalent)	302
Indirect jobs (one year full time equivalent)	125
Multiplier for construction output[2]	1.5479
Total economic output	$39,954,279
Indirect output	$14,142,479

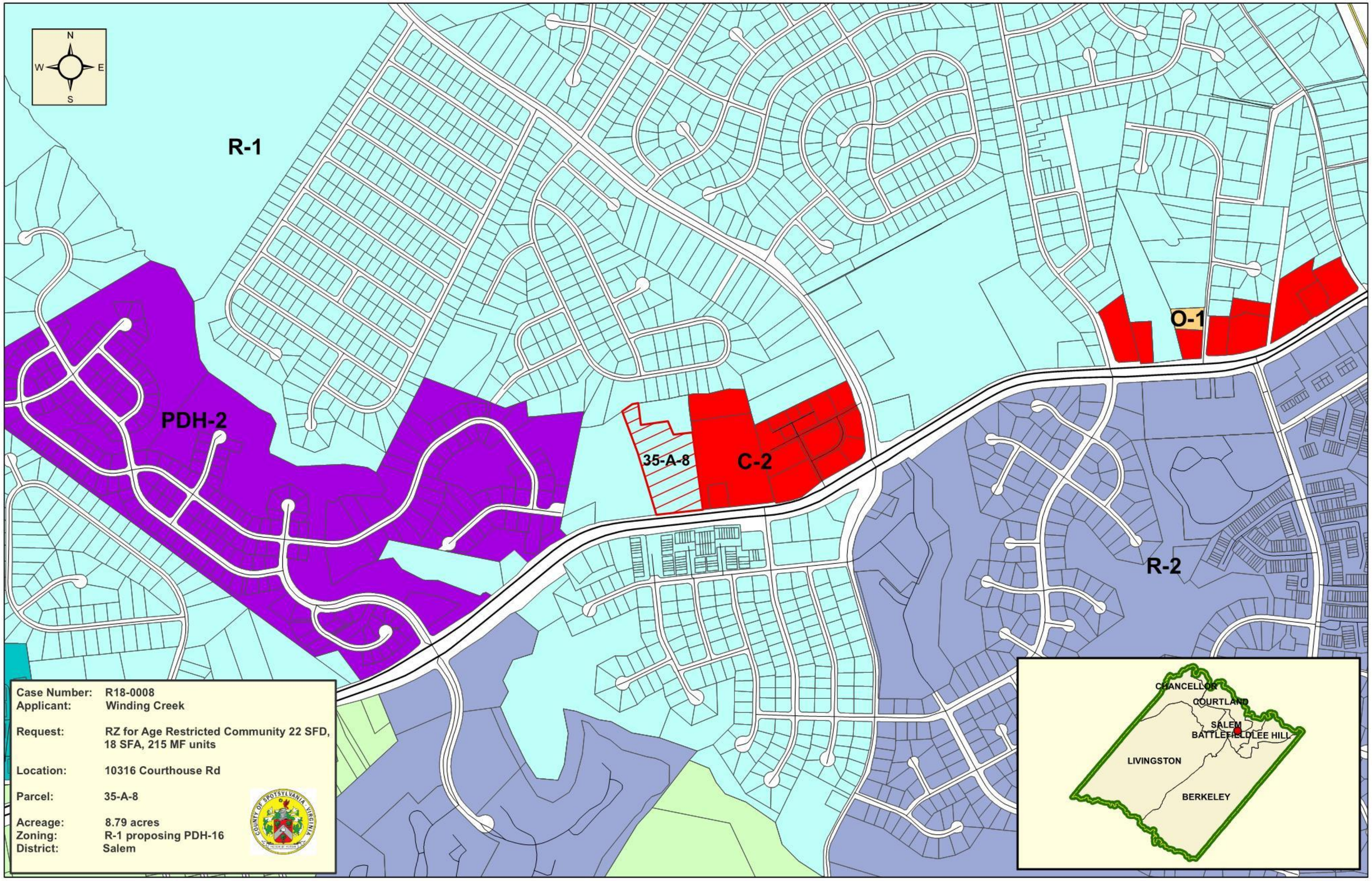
MuniCap, Inc. *16-Jan-19*

[1]Construction costs estimated by MuniCap, Inc.

[2]Construction wages, indirect jobs and output were calculated using the IMPLAN software by IMPLAN Group LLC. The software calculates labor income and the number of jobs based on industry multipliers derived from National Income and Product Accounts data published by the U.S. Bureau of Economic Analysis. This data is then indexed to local industry data compiled by the U.S. Census Bureau. For ease of interpretation, multipliers are shown to illustrate the effects retail development within the development will have in the Spotsylvania County, Virginia. The multiplier for jobs is 1.6406, meaning that for each job at the development, 1.6406 jobs will be created in Spotsylvania County, including the job at the new development. Similarly, the multiplier for wages is 1.5934, meaning that for every $1.00 paid in wages at the development, $1.5934 will be paid in Spotsylvania County, including the $1.00 at the development. The multiplier for output is 1.6406, meaning that for each dollar of economic activity at the development, the economic activity in Spotsylvania County will be $1.5479, including the $1.00 at the development.

[3]Total jobs include all full-year employees, including part-time and full-time employees. This factor, provided by IMPLAN Group LLC, converts total jobs into total full-time equivalent employees ("FTE's").

[4]Total labor income includes wages and salary, benefits, payroll taxes, and proprietor's income. This factor, provided by IMPLAN Group LLC. converts total labor income into direct wages and salary.


N
W
E
S
R-1
PDH-2
35-A-8
C-2
O-1
R-2
Case Number: R18-0008
Applicant: Winding Creek
Request: RZ for Age Restricted Community 22 SFD, 18 SFA, 215 MF units
Location: 10316 Courthouse Rd
Parcel: 35-A-8
Acreage: 8.79 acres
Zoning: R-1 proposing PDH-16
District: Salem
COUNTY OF SPOTSYLVANIA VIRGINIA
CHANCELLOR
COURTLAND
SALEM
BATTLEFIELD
LEE HILL
LIVINGSTON
BERKELEY

Leon Hughes

From: Paulette Mann
Sent: Wednesday, May 15, 2019 12:04 PM
To: Leon Hughes
Subject: FW: Say NO to "Winding Creek"

Paulette Mann
Office Manager
Department of Planning
9019 Old Battlefield Blvd, Suite 320
Spotsylvania, Virginia 22553
(540) 507-7447
pmann@spotsylvania.va.us

From: Ali Hieber [mailto:ali.hieber@gmail.com]
Sent: Wednesday, May 15, 2019 12:00 PM
To: Paulette Mann <PMann@spotsylvania.va.us>; spotsysalem@gmail.com
Subject: Say NO to "Winding Creek"

Dear Planning Commission,

I am 22 year county resident on 10312 Edinburgh Drive, I am writing to express my deep concern and objection to the proposed zoning application **#R18-0008** known as **"Winding Creek"** at **10300 & 10316 Courthouse Rd**, proposed by **ATFD, LLC**.

Over the last 22 years, I've seen tremendous growth in development if the stretch along Rt. 208, between the Leavells Rd. Intersection and Courthouse Rd. Elementary School. For public safety, I believe it is in the best interest to keep the current zoning for this property and not dangerously congest traffic at the entrance to that property. The left turning lane at the intersection/entrance to Breckinridge and Brittany Commons is often backed up and traffic then goes to the next intersection (Crown Grant and Edinburgh) to make U-turns. The elementary school also has traffic patterns that encourage parent drop off to exit the school parking lot heading east on Rt. 208, then vehicles U-turn at the first intersection and head west on Rt. 208. That is again the intersection of Crown Grant and Edinburgh Dr. on Rt. 208. It is particularly hectic during the mornings and afternoons.

There is ample available housing with the recently approved development /building already adding congestion to our regional traffic. What was originally built as a retail /bypass is now home to many apartments next to Lowes and more are being built across near Car Max. At least the speed limit for residents to that main access road is reduced there…..Not the case on Rt. 208.

Is the speed limit going to be dropped to allow safe merging from this new development? It's very disappointing that this additional condensed housing is being considered when the roadway doesn't support a safe entrance/exit for anyone leaving the proposed housing and heading east. Do we want to encourage hundreds of additional vehicles doing U-turns?

Best,

Ali

Alison Gauch Hieber,
540/ 845-5697 cell
Ali.hieber@gmail.com

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This email was Malware checked by UTM 9. http://www.sophos.com

Kevin and Winonia Barnes
10308 Litchfield Drive
Spotsylvania, Virginia 22553

April 15, 2018

Ms. Kimberly Pomatto
Spotsylvania County Planning Committee
9019 Old Battlefield Boulevard, Suite 320
Spotsylvania, Virginia 22553

RE: Rezoning Property at 10300 & 10316 Courthouse Road from R-1 to PDH-16
(Spotsylvania Tax Parcel 35-A-8 and 35A)

Dear Ms. Pomatto,

As homeowners/residents of the Hills of Breckenridge Subdivision for more than 10 years, we are concerned about the proposed rezoning application to change the reclassification of the aforementioned parcels at 10300 and 10316 Courthouse Road (west of the intersection of Courthouse and Leavells Roads), and their proposal to add a connector to Litchfield Drive. We strongly object to adding a connector to Litchfield Drive which will route additional traffic through our residential area; it was not designed to handle this type and volume of traffic flow. When this proposal comes before the Board/Planning Commission, we request that you oppose the proposal unless alternatives are presented that align with the current Spotsylvania Comprehensive Plan, and more importantly, the plan removes the connector to Litchfield Drive.

The proposal for the planned residential age-restricted community with 22 single-family detached homes, 18 single-family attached villas and 215 multi-family apartment units is inconsistent with the Spotsylvania Comprehensive Plan because it changes the parcel from a low density residential classification (R-1) as designated by the Spotsylvania County community planners to a high density residential area (PDH-16). This is a major change that will have a long-lasting impact on all of the communities in this vicinity and adds an unplanned volume of traffic to this already congested major thoroughfare in the County. This proposal represents a major shift in the County's plan for this area. We do not oppose change but we embrace change that enhances the livability and vibrancy of the community (i.e., Spotsylvania County) that we have called "home" for more than 24 years.

When considering this proposal that comes before the Board and Planning Commission, we would like you to keep in mind and consider our concerns:

- We chose Breckenridge (i.e., Hills of Breckenridge) and made a significant investment in this community in Spotsylvania County because it is a self-contained neighborhood.
- The proposed connector to Litchfield Drive (my street with 2 cul-de-sacs) will create a safety hazard to Breckenridge residents and our family members.

- The residential roads and related infrastructure are not designed to accommodate the increased level of traffic on Litchfield Drive, East Copper Mountain Drive and Breckenridge Drive.
- The proposal potentially creates an adverse economic impact on adjoining residential properties.
- The proposal will increase congestion at the intersection of Breckenridge Drive and Courthouse Road. We ask that you study and consider how this change fits within the plans for roadways developed and maintained by the Virginia Department of Transportation.
- The proposal is inconsistent with the Spotsylvania Comprehensive Plan for future developments and does not appear to support the livability of the surrounding area.

Please encourage the applicant to design a development that is a compliment rather than a detriment to the residents of Spotsylvania County.

Thank you for your consideration of our mutual interests.

Sincerely,

Kevin L. Barnes
Homeowners, Hills of Breckenridge

Winonia M. Barnes

Friday, April 13, 2018

Kimberly Pomatto
9019 Old Battlefield Blvd, Suite 320
Spotsylvania, VA 22553

Re: Rezoning of Property 10300 & 10316 Courthouse Rd, R1 to RDH-16

Dear Ms Pomatto,

We are writing to strongly object to the proposed rezoning application to develop a residential age-restricted community with 22 single family detached homes, 18 single family attached villas and 215 multifamily apartments on only 14.4 acres.

1. There are a huge number of apartment communities and single homes that are currently under construction in this area. The market is completely flooded and this venture has the potential of quickly going bankrupt.

2. After a potential bankruptcy the owners can then sell or request that the property be rezoned again for all ages. Then these apartments become low income housing that strains the school system, increases crime and lowers property value.

3. As a community with elderly residents there would be a increased demand for emergency vehicles. This space is not large enough to accommodate parking for the residents and guests. It would be impossible for a 48' fire engine to pull in and turn around in such a tight space without taking further time to speed through other neighborhoods and cause more danger.

4. Even with the future plans to widen Courthouse Road, it simply can not handle the current level of traffic in such a condensed area. Accidents on this road and at it's intersections are a constant. With no left turn light scheduled at the proposed community entrance, serious accidents and death fatalities will only increase. Not to mention the huge current safety hazard with the lack of crosswalks and sidewalks.

5. The land will be developed but in needs to be planned responsibly and with safety in mind for the local citizens of Fredericksburg and Spotsylvania. That amount of land should at the most accommodate 20 single family homes or 30 family attached villas. More apartments are not needed and would only be a detriment to our area.

Please do not approve rezoning these parcels with this current plan.

Thank you for your consideration!

M & K Granger

Matthew & Katherine Granger
5800 East Copper Mountain Dr
Spotyslvania, VA 22553

March 29, 2018

Kimberly Pomatto
9019 Old Battlefield Blvd. Suite 320
Salem District Planning Commission
Spotsylvania, VA 22553

RE: Rezoning property 10300 & 10316 Courthouse Rd. from R1 to PDH-16.
Tax Parcel # 35-A-8 & 35-A-9

Dear Ms. Pomatto;

As a resident of The Hills of Breckenridge community, at 10319 Litchfield Dr., Spotsylvania, VA, I am strongly opposed to the rezoning of these parcels.

My objections for denying this rezoning are as follows:

-The proposed rezoning is incongruous with Public Safety, Health and the General welfare.

-The significant increase in traffic flow through our neighborhood poses notable additional risks to pedestrians, joggers, bicyclists and particularly the many young children who live in the affected area.

There is little doubt that such increased risk could result in tragic consequences. The road design for Breckenridge et al, intentionally limited the access to Courthouse Rd. and made extensive use of cul-de-sacs to limit through traffic and create a safe residential environment. To open the inter-parcel connector to dump the traffic problem of a high- density project into that setting would defeat the prior planning.

-The planned 4 story height of the multiple apartment buildings is not in harmony with either the current commercial or residential properties that surround these parcels.

The proposed rezoning is not in the best interest of the residents of Hills of Breckenridge. As well meaning as adding additional housing for the 55 and over group is, this project just does not equitably fit on these parcels. All the citizens of Spotsylvania would be better served by a planning process that did not sacrifice those already invested in the County in an effort to court the new.

I respectfully ask for the denial of the rezoning request not because I am anti-development but because I am a supporter of sensible and pragmatic suburban growth.

Thank you for your attention to this important issue.

Regards,

Rosemary E. Condit

Rosemary E Condit
10319 Litchfield Dr.
Spotsylvania, VA. 22553
703-534-3237

March 19, 2018

Kimberly Pomatto
9019 Old Battlefield Blvd., Suite 320
Salem District Planning Commission
Spotsylvania, VA 22553

RE: Rezoning, property 10300 & 10316 Courthouse Road from R1 to PDH-16.
Tax Parcel # 35-A-8 & 35-A

Dear Ms. Pomatto,

By now you have probably received a number of letters from my neighbors that list our concerns with the proposed rezoning and overly ambitious development of this parcel. I agree with them but rather than just reiterate those items, I wish to focus here on just two of the issues.

One, the proposed density and height structures proposed are grossly inconsistent with the adjacent residential communities. The five apartment buildings are to be four stories tall. That is taller than anything else within miles. It is taller than the municipal building of the county seat. All of this and the rest of the high-density project is immediately adjacent to existing single-family dwellings. Unless our County is in competition with Houston, Texas for "Most Discordant Zoning Appearance" this project should find another parcel.

Two, the project as currently proposed does not meet the test for equitable share of burdens. While the very high density provides maximum profit for the developer it can only be accomplished by shifting the overflow parking and traffic burdens into the adjacent neighborhood. The developers plan is to route all of the traffic, from 250+ units, that want to go East on Courthouse Road, into the existing roads of the Breckenridge community. That represents all burden and no benefit. That is not equitable and not an image I believe either the County or its' representatives would want to be associated with.

For these reasons, I am requesting you not approve rezoning these parcels from the current low density residential classification (R-1) designated by Spotsylvania County community planners. In addition, if the inter-parcel connector is required for public safety it should be limited to emergency vehicle use.

Please encourage the applicant to design a development that is both a compliment to the adjacent residents of the county and does not place an unfair burden on them.

Thank you for your attention on this matter.

Regards,

Richard Condit

Richard Condit
10319 Litchfield Dr.
Spotsylvania, Va. 22553
703-534-3237

May 8, 2018

Maria Burdan
10523 Aspen Highlands Dr.
Spotsylvania, VA 22553

Kimberly Pomatto
Planning Committee
9019 Old Battlefield Blvd., Suite 320
Spotsylvania, VA 22553

RE: Rezoning, property 10300 & 10316 Courthouse Road, from R-1 to PDH-16

Dear Ms. Pomatto,

I am writing in response to the proposed rezoning application to develop a residential age-restricted community with 22 single family detached homes, 18 single family attached villas and 215 multifamily apartment units on the above referenced parcels west of the intersection of Courthouse Road and Leavells Road. The property contains approximately 16.4 acres, 14.4 of which will be subject to this rezoning.

I want it noted that I strongly object to rezoning of these parcels for the following reasons:

- The request is inconsistent with Spotsylvania Comprehensive Plan for future developments.
- The proposal potentially creates adverse economic impact on adjoining residential properties
- Residential roads and related infrastructure are not designed to accommodate the level of use this volume of residents will generate on East Copper Mountain Drive or Breckenridge Drive.
- The proposal will increase congestion at Rt. 208 intersection with Breckenridge Drive presenting a significant safety hazard.
- The proposed connector to Litchfield Drive will create a safety hazard to residents, family members and young children living in Breckenridge as well as residents of the proposed development.

For these reasons, I am requesting you not approve rezoning these parcels from the current low density residential classification (R-1) designated by Spotsylvania County community planners.

Please encourage the applicant to design a development that is a compliment rather than detriment to residents of Spotsylvania County.

Thank you for your earnest consideration of our mutual interests.

Regards,

Maria Burdan

Maria Burdan

May 12, 2018

James W. Burdan Jr.
10523 Aspen Highlands Dr.
Spotsylvania, VA 22553

Kimberly Pomatto
Planning Committee
9019 Old Battlefield Blvd., Suite 320
Spotsylvania, VA 22553

RE: Rezoning, property 10300 & 10316 Courthouse Road, from R-1 to PDH-16

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- The request is inconsistent with Spotsylvania Comprehensive Plan for future developments.
- The proposal potentially creates adverse economic impact on adjoining residential properties
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- The proposal will increase congestion at Rt. 208 intersection with Breckenridge Drive presenting a significant safety hazard.
- The proposed connector to Litchfield Drive will create a safety hazard to residents, family members and young children living in Breckenridge as well as residents of the proposed development.

For these reasons, I am requesting you not approve rezoning these parcels from the current low density residential classification (R-1) designated by Spotsylvania County community planners.

Please encourage the applicant to design a development that is a compliment rather than detriment to residents of Spotsylvania County.

Thank you for your earnest consideration of our mutual interests.

Regards,

James W. Burdan Jr.

James W Burdan

4/28/18

Christine Thomas
10304 Litchfield Drive
Spotsylvania, VA 22553

Kimberly Pomatto
9019 Old Battlefield Blvd., Suite 320
Spotsylvania, VA 22553

RE: Rezoning, property 10300 & 10316 Courthouse Road, from R-1 to PDH-16

Dear Ms. Pomatto,

I am writing in response to the proposed rezoning application to develop a residential age-restricted community with 215 multifamily apartment units, 22 single family detached homes and 18 single family attached villas on the above referenced parcels west of the intersection of Courthouse Road and Leavells Road. The property contains approximately 16.4 acres, 14.4 of which will be subject to this rezoning.

I want it noted that I strongly object to the rezoning of these parcels for the following reasons:

- The proposal is inconsistent with Spotsylvania County Comprehensive Plan for future developments.
- The proposed development is not consistent with the surrounding area. New developments to the area have all been SF homes, such as The Woods and The Farms of Breckenridge. The proposed development is for multiple 4 story buildings comparable in height to the hotels on Route 1.
- The proposed development creates an adverse economic impact on adjoining residential properties.
- Connecting the proposed development to Litchfield Drive in The Hills of Breckenridge would be using the residential community of Breckenridge as a thruway for the development (255 total units) generate several hundred new trips a day through the Breckenridge Community. Thus, creating a safety hazard to residents, family members and young children living in Breckenridge.
- The location and number of trips generated by the proposed development in relationship to entering and exiting onto Courthouse Road may create safety concerns for thru traffic on Courthouse Road.

For these reasons, I am requesting you not approve the rezoning of these parcels from the current low density residential classification (R-1) designated by Spotsylvania County Comprehensive Plan.

Please encourage the applicant to design a development that is consistent with the surrounding area as well as the Comprehensive Plan of Spotsylvania County.

Thank you for your consideration and attention to this matter.

Regards,

Christine Thomas 4/28/18

Wanda Parrish

From: Paulette Mann
Sent: Monday, June 18, 2018 8:30 AM
To: Kimberly Pomatto
Subject: FW: Winding Creek opposition

-----Original Message-----
From: Chris Snyder [mailto:snyder.chris1@gmail.com]
Sent: Sunday, June 17, 2018 10:38 AM
To: Paulette Mann
Subject: Winding Creek opposition

Dear Commission,
The winding creek proposal will have a negative impact on our area. Increased road traffic, decreased property values, safety concerns, are just a few.
Please kill this project.

Thank you
Chris Snyder
5930 sunlight mountain road
--
This email was Malware checked by UTM 9. http://www.sophos.com

Petition

Oppose Rezoning

We oppose the rezoning of the property located at 10300 & 10316 Courthouse Road; Spotsylvania County Tax Parcels 35-A-8 & 35-A-9.

	Date	Print Name	Signature	Address
1	3/3/18	RALPH PRIEBE		5704 E Copper Mtn Dr 22553
2	3/3/18	Nathan Day	Nathan Day	5707 E Copper MTN Dr 22553
3	3/3/18	Amy Day	Amy Day	5707 E Copper Mtn. Dr. 22553
4	3/3/18	Ann Smith	Ann Smith	5713 E. Copper Mtn. Dr. 22553
5	3/3/18	CHANDA KATTERHAGEN	Chanda Katterhagen	5719 E. Copper Mtn Dr. 22553
6	3/3/18	Richard Thompson		5807 E. Copper Mtn Dr 22553
7	3/3/18	Teresa Thompson		5807 E. Copper Mtn. Dr 22553
8	3/3/18	Scott Reeves		5809 E. Copper Mtn. Dr 22553
9	3/3/18	Donna Reeves	Donna Reeves	5809 E. Copper Mtn Dr 22553
10	3-3-18	JASON LESKO		5817 E Copper Mtn Dr 22553
11	3/3/18	[illegible]		5821 E. Copper Mtn Dr. 22553
12	3/3/18	Patrick Smith		5713 E Copper Mtn Dr. 22553
13	3/4/18	Gregory Knight	Gregory D. Knight	5705 E. Copper MTN DR. 22553
14	3/4/18	Glenda Knight	Glenda Knight	5705 E. Copper Mt. 22553
16	3/4/18	Rebecca GRAF		5723 E. Copper Mt. 22553
17	3/4/18	Chris Fines		5803 E. Copper Mtn. 22553
18	3/4/18	Regina Fines	Regina Fines	5803 E. Copper Mntn. 22553
19	3/4/18	Edward Wilson	Edward Wilson	5805 E. Copper Mountain Dr 22553
20	3/4/18	Deborah Hollandsworth	Deborah Hollandsworth	10403 Brookeridge Dr 22553

Petition

Oppose Rezoning

We oppose the rezoning of the property located at 10300 & 10316 Courthouse Road; Spotsylvania County Tax Parcels 35-A-8 & 35-A-9.

	Date	Print Name	Signature	Address
21	3/3	Trenton Stinson		10314 Litchfield Drive
22	3/3	Deedre' Stinson		10314 Litchfield Dr.
23	3/3	Krystina Stinson		10314 Litchfield Dr.
24	3/3	Christopher Stinson		10314 Litchfield Dr.
25	3/3	Hess Delaney		10314 Litchfield Dr.
26	3/3	Kim Delaney		10314 Litchfield Dr
27	3/3	Paul Thomas		10304 Litchfield Dr.
28	3/3	Christine Malie		10310 Litchfield Dr.
29	3/3	Allan Burtness		10300 Litchfield Dr.
30	3/3	Candace Burtness		10300 Litchfield Dr.
31	3/3	SUDEEP MENACHERY		10305 LITCHFIELD DR
32	3/3	Santhi Nair		10305 Litchfield Drive
33	3/3	Leslye Cushing		10307 Litchfield D
34	3/3	Monica McClellan		10317 Litchfield Dr.
35	3/3	Stephen B McClellan		10317 Litchfield dr
36	3/3	Richard Condit		10319 Litchfield Dr.
37	3/3/18	Rosemary Condit		10319 Litchfield Dr
38	3/3/18	Helen Meacham		10320 Litchfield Dr.
39	3/3/18	Dawn Fred Arthur		10315 Litchfield Dr
40	3/3/18	Christine Thomas		10304 LITCHFIELD DR.

Petition

Oppose Rezoning

We oppose the rezoning of the property located at 10300 & 10316 Courthouse Road; Spotsylvania County Tax Parcels 35-A-8 & 35-A-9.

	Date	Print Name	Signature	Address
41	3/3/18	[illegible]	[illegible]	5704 E Copper Mtn Dr.
42	3/3/18	Cheri Perdue	[illegible]	5712 E Copper Mtn Dr
43	3/3/18	Frederick Perdue	[illegible]	5712 E Copper Mtn Dr.
44	3/3/18	Chris Perdue	[illegible]	5712 E Copper Mtn DR
45	3/3/18	Ken Burnette	[illegible]	5714 E Copper Mtn Dr
46	3/3/18	Pam Burnette	[illegible]	5714 E Copper Mtn Dr
47	3/3/18	Ingrid Pascall	Ingrid Pascall	5718 E Copper Mtn Dr
X 48	3/3/18	Chrisrophen Quesada	[illegible]	5722 E. Copper Mtn Dr
49	3/3/18	Curtis Maye	[illegible]	5812 E. Copper Mtn Drive
50	3/3/18	Tracy Maye	Tracy Maye	5812 E. Copper Mtn Dr.
51	3/3/18	Charlene Lucas	Charlene Lucas	5810 E. Copper Mtn Dr.
52	3/3/18	Cynthia Sutton	[illegible]	5812 E. Copper Mtn. Dr
53	3/3/18	Carrie Butler	Carrie Butler	5814 E. Copper Mtn. Dr.
54	3/3/2018	George Finley	[illegible]	5818 E. Copper Mtn Dr.
55	3-3-18	Cheryl Finley	[illegible]	5818 E. Copper Mtn Dr.
56	03-03-18	Rebecca Call	[illegible]	5820 E. Copper Mountain Dr.
57	3/3/18	David McKinney	[illegible]	5717 E. Copper Mtn Dr.
58	3/3/18	Katherine McElroy	Katherine McElroy	5717 E Copper Mt. Dr Spotsylvania
59	3/3/18	Mark Shadid	[illegible]	5720 E Copper Mtn Dr Spotsy
60	3/3/18	Cassandra Shadid	Cassandra Shadid	5720 E Copper Mtn Dr.

Petition

Oppose Rezoning

We oppose the rezoning of the property located at 10300 & 10316 Courthouse Road; Spotsylvania County Tax Parcels 35-A-8 & 35-A-9.

	Date	Print Name	Signature	Address
61	3/4/18	Gabriel Knight		5705 East Copper Mtn dr.
62	3/4/18	Donna Atwell		5703 E Copper Mtn DR.
63	3/7/18	Kayla McKinney		5717 E Copper Mtn Dr.
64	3/7/18	CEDRIC MILLER		5910 W Copper Mtn Dr.
65	3/7/18	Tira Miller		5910 W Copper Mt Dr.
66	3/7/18	Maggie Herring		6104 Sunlight Mtn Rd.
67	3/7/18	Camille Elliott		5920 Sunlight Mtn Rd
68	3/7/18	Thad Elliott		5920 Sunlight Mtn Rd
69	3/7/18	Clarissa Brandang		10322 Litchfield Dr
70	3/7/18	David Malie		10310 Litchfield Dr
71	3/7/18	Christine Malie		10710 Litchfield Dr.
72	3-7-18	Mike Stumborg		5912 W. Copper Mtn.
73	3/9/18	Courtney Miller		10415 Silver Creek Ct
74	3-7-18	Desiree Quesada		5722 East copper Mtn Dr
75	3-7-18	Dominique Ramirez		10400 Powderhorn Dr
76	6-23-18	Michelle Hammond		10306 Litchfield Dr.
77	6-23-18	Ellie Hammond		10306 Litchfield Dr.
78	6-24-18	Tammye Thornton		10302 Litchfield Dr.
79	6-24-18	Michael Thornton		10302 Litchfield Dr
80	6-24-18	Louise R. Thornton		10302 Litchfield Dr.

Petition

Oppose Rezoning

We oppose the rezoning of the property located at 10300 & 10316 Courthouse Road; Spotsylvania County Tax Parcels 35-A-8 & 35-A-9.

	Date	Print Name	Signature	Address
81	3/4/18	Kevin Barnes	Kevin L Barnes	10308 Litchfield Dr.
82	3/7/18	BRENDA PRIEKE		Prof. S Sylvia Woods St. 23805
83	3/7/18	Leslye Cushing	Leslye Cushing	10307 Litchfield Dr.
84	3/7/18	Shanon D Davis	Shanon D Davis	5929 W Copper Mtn
85	3/7/18	Katherine Granger	Katherine Granger	5800 E Copper Mtn Dr
86	3/7/18	BRENDA MARTIN	Brenda T. Martin	6113 SUNLIGHT MTN. ROAD
87	3/7	Monica McClelle	Monica McClelle	10317 Litchfield Dr.
88	3/7/18	James F. BAIR	J.F. Bair	5809 Telluride Ln.
89	3/7/18	Megan Hopkins	Megan Hopkins	5801 E. Copper Mountain Dr.
90	3-7-18	Charlene Evans	Charlene Evans	5816 E. Copper Mtn Dr
91	3-7-18	Phil Borders	Phil Borders	10316 Litchfield Dr
92	3-7-18	AJOY MURALIDHAR		5911 W. COPPER MOUNTAIN DR
93	3-7-18	Winona Barnes	Winona Barnes	10308 Litchfield Drive 22553
94	3-7-18	SUDEEP MENAMENY		10365 LITCHFIELD DRIVE 22553
95	3-7-18	FREDERICK PEUCHE	Frederick Peuche	5712 East Copper MTN Dr 22553
96	3-7-18	Monroe Quesada	Monroe Quesada	5722 East Copper Mtn Dr 22553
97	6-22-18	John Blankenship		10407 Breckenridge Dr. 22553
98	6-22-18	Mary Custalow	Mary Custalow	10409 Breckenridge Dr 22553
99	6-24-18	Eric Oxendine		10314 Litchfield Dr 22553
100	6/24/18	RONALD JACKSON		5810 TELLURIDE LN

Petition

Oppose Rezoning

We oppose the rezoning of the property located at 10300 & 10316 Courthouse Road; Spotsylvania County Tax Parcels 35-A-8 & 35-A-9.

	Date	Print Name	Signature	Address
101	3/4/18	Rozelle Magee		5808 E Copper Mt drive
102	3/5/18	Suzanne Henson		5706 E. Copper Mtn Drive
103	3/8/18	CLINTON M. HOPKINS		5801 E. COPPER MTN DR.
104	3/8/18	FENTRESS BRANCHCOMB		10322 LITCHFIELD DR.
105	03/08/18	Ronald Perry		5924 Sunlight Mountain Road
106	3/8/18	Horas Vencar		10413 Powderhorn Drive
107	4/29/18	STACY C. PETRY	Stacy C. Petry	10411 Powderhorn Drive
108	4/29/18	ZIAD A. MALAEB		10409-POWDERHORN DR.
109	4.29.18	Angie Pierce		10463 Powderhorn Dr
110	4/29/18	Marie Nazario		10313 Powderhorn Dr.
111	4/29/18	JEFF PATHER		10312 POWDERHORN DR
112	4/29/18	ZHAZOIST.		10311 POWDERHORN DR.
113	4/29/18	Suzanne Brown		6101 W. Copper Mountain Dr
114	4/29/18	Tom FARRELL		10301 Powderhorn Dr
115	4/29/18	Tiffany FARRELL		10301 Powderhorn Dr
116	4/29/18	Kyndra Barnes		10308 Litchfield Dr.
117	6/24/18	Carolee Romano		5805 Telluride Ln.
118	6/24/18	Ar'Leath Baiz		5809 Telluride Ln
119	6/24/18	Leslie Veney		5813 Telluride Ln
120	6/24/18	Melsie Schutt		5821 Telluride Ln.

Petition

Oppose Rezoning

We oppose the rezoning of the property located at 10300 & 10316 Courthouse Road; Spotsylvania County Tax Parcels 35-A-8 & 35-A-9.

	Date	Print Name	Signature	Address
121	6/24	Jaison Perdue		5818 Telluride Ln.
122	6/24	DAN BOELSCHE		5824 TELLURIDE LN,
123	6/24	Sarah Boelsche		5824 Telluride Ln
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Spotsylvania County Planning Commission

Holbert Building Board Room, 9104 Courthouse Road, Spotsylvania VA 22553

MINUTES: May 15, 2019

Call to Order: Mr. Newhouse called the meeting to order at 7:00 p.m.

Members Present:		
	Richard Thompson	Courtland
	Howard Smith	Livingston
	Jennifer Maddox	Berkeley
	Michael Medina	Salem
	Mary Lee Carter	Lee Hill
	C. Travis Bullock	Battlefield
	Gregg Newhouse	Chancellor

Staff Present: Paulette Mann, Planning Commission Secretary
Wanda Parrish, AICP, Director of Planning
B. Leon Hughes, AICP, Assistant Director of Planning
Jacob Pastwik, AICP, Planner III
Dan Cole, Transportation Planner
Shelia Weimer, Senior Assistant County Attorney
Jay Cullinan, Fire Chief

Announcements: Ms. Parrish informed the Commission of an upcoming community meeting as well as the TRC agenda for next week.

Review & Approval of minutes:

Motion and vote: Mr. Thompson made a motion, seconded by Mr. Smith to approve the minutes of April 17, 2019. The motion passed 7-0.

Unfinished Business: None

Public Hearing(s):

Rezoning(s):

R18-0008 Donna L. Curtis & Carlton D. Flippo (ATFD, LLC) (Ordinance No. RO18-0008): Request a rezoning of approximately 16.21 acres of two parcels that total approximately 18.2 acres from Residential 1 (R-1) to Planned Development Housing 16 (PDH-16) with proffers to allow for 22 age-restricted single family detached units, 18 age-restricted single family attached units and 215 age-restricted multifamily units known as Winding Creek. The parcels are located at 10300 and 10316 Courthouse Road on the north side of Courthouse Road (Route 208) approximately 1,788 feet west of the Courthouse Road (Route 208) and Leavells Road (Route 639) intersection. The parcels are located within the Primary Development Boundary. The parcels are

identified for Low Density Residential development on the Future Land Use Map of the Comprehensive Plan. Tax parcels 35-A-8(part) and 35-A-9. Salem Voting District.

Mr. Newhouse opened the public hearing.

Mr. Hughes presented the case. The applicant is the contract purchaser of the property and requests to rezone 16 acres from Residential 1 (R-1) to Planned Development Housing District 16 (PDH-16). The proposal includes the removal of the mobile home and one of the existing residential dwellings which is located closest to Courthouse Road. The residential dwelling located on the rear portion of the property is to remain on a two (2) acre parcel and the remainder of the property is to be developed. The proposed development is known as Winding Creek and will include 22 age-restricted single family detached units, 18 age-restricted single family attached (villa style) units and 215 age-restricted multifamily units contained within four 4-story buildings. With a total of 255 units, the proposed project density for Winding Creek is 16 units per acre. Considering the adjacent commercial development, the Comprehensive Plan would be supportive of either a residential or commercial type development in this location. While the proposed development exceeds the Low Density Residential standard of 4 units per acre, the proposal incorporates a higher density adjacent to the existing commercial development and creates a transition to the Breckenridge development. See details below on how the transition is accomplished by the physical development below in Section A, Generalized Development Plan.

The Winding Creek development consists of four 4-story buildings housing a total of 215 age-restricted multifamily units along the eastern portion of the site adjacent to the Hilltop/Giant Shopping Center. The western portion of the site consists of 18 age-restricted villas and 22 age-restricted detached units. The eastern and western portions of the site are separated by an access road which extends north from Courthouse Road. The Courthouse Road access will be a right in/right out entrance design. An existing acceleration lane from the Hilltop/Giant's western access point will be extended to the Winding Creek entrance to create a right turn lane into the development. An option for a second point of access is shown with an interparcel connection to the Giant site, which will allow Winding Creek traffic to access the traffic signal at Mill Garden Drive. At this time, authority to create the interparcel connection to the Giant site is not finalized. Should the applicant be unable to acquire access through the Giant site, the applicant will defer to the Alternative Access Plan, identified on sheet 4 of the GDP which provides only a right in right out access on Courthouse Road and also extends the left turn lane at the Brittany Commons Blvd./Breckenridge signalized intersection. The improvement would extend the existing left turn storage lane from 150' to 250' and the existing taper from 135' to 200'. Consistent with Code requirements a 5' sidewalk is provided along the frontage of the project. Additionally, an enhanced landscaped street buffer including plantings and decorative fencing exceeding minimum Code requirements is provided along the project site frontage and extends internally along the main access road. The proposed detached units are on the perimeter of the development adjacent to the Breckenridge subdivision. During the community meeting concerns were raised related to the proposed density of the development and potential connections to the Breckenridge development. The layout intentionally utilizes the proposed detached units as a transition to attached and multifamily components of the development. Additionally, the applicant is providing a 50' buffer between the proposed detached units and the Breckenridge detached dwellings which consists of a 5' landscaped berm. Further, no connection is proposed from the Winding Creek development

to the Breckenridge community. Private streets will be provided within the development and maintained by the home owner's association. The development will connect to public water and sewer and all storm water management will be contained and treated on site with the engineering details to be finalized during the site plan review process.

Winding Creek will be a market rate project identified by the applicant's narrative with an average unit sales price of between $350,000 and $425,000 per single family detached unit, and between $275,000 and $325,000 per single family attached villa. The multifamily units will be a mix of for sale condominium and for rent apartment units with the average sales price for the condominium units between $300,000 and $350,000. The applicant provided a Fiscal Impact Analysis (FIA) based on estimated assessed values which asserts Winding Creek will generate a total real property tax revenue of $433,804 annually and an estimated personal property tax of $222,908 annually at full build out. Staff completed a separate analysis utilizing the County's model with an assumed average assessed value of both the single family detached and single family attached of $220,098. The County model projects a positive fiscal impact of $145,709.

The Courthouse Road access will be a right in/right out entrance design. An existing acceleration lane from the Hilltop Giant's western access point will be extended to the Winding Creek entrance to create a right turn lane into the development. A second point of access is proposed with an interparcel connection to the Giant site, which will allow Winding Creek traffic to access the traffic signal at Mill Garden Drive. At this time, authority to create the interparcel connection to the Giant site is not finalized. Should the applicant be unable to acquire access through the Giant site, the applicant will defer to the Alternative Access Plan, identified on sheet 4 of the GDP which provides only a right in right out access on Courthouse Road and also extends the left turn lane at the Brittany Commons Blvd./Breckenridge signalized intersection. The improvement would extend the existing left turn storage lane from 150' to 250' and the existing taper from 135' to 200'. Currently Courthouse Road carries 28,000 vehicles-per-day and operates at a Level of Service C. Concerns raised by the community primarily focused on safety at the Brittany Commons Blvd./Breckenridge intersection and the number of crashes. The intersection currently operates at a Level of Service "C" in the AM Peak Period and "B" in the PM Peak Period. Data obtained from the Spotsylvania County's Sheriff's Office notes during a two-year period from 2017-2018 there was a total of 26 crashes, of the total number of crashes, (14) involved property damage and the other (13) crashes involved personal injury and property damage.

The development will generate approximately 1,059 daily trips with 59 additional AM peak hour trips and 73 PM peak hour trips. The applicant conducted a Traffic Impact study that included an analysis of the impact Winding Creek will have on the intersection of Courthouse Road (Route 208) and Breckenridge Drive (Route 2325). The analysis indicates the intersection will function at acceptable levels of service with the extension of the westbound left turn lane at the intersection. With or without a connection to Millgarden Drive this intersection will continue to operate at an overall LoS C. The extension of the westbound left turn lane and taper is needed at the intersection of Brittany Commons/Breckenridge Drive in order for that intersection to properly handle the additional traffic from the proposed development without a connection to Millgarden Drive.

Mr. Hughes discussed the following findings in favor:

A. The Winding Creek proposal is generally consistent with the Comprehensive Plan with respect to the Guiding Principles and Policies of Spotsylvania County being a family friendly community. The proposal comports with this idea by providing a mix of units in support of growing a diverse housing stock to accommodate housing needs for all stages of life and affordability.

B. The proposal is consistent with the intent of the Primary Development Boundary and provides appropriate transition from the neighborhood commercial development by having the more intense multi-family adjacent to the commercial and the attached units between the detached and the detached adjacent to the existing single family detached neighborhoods to the west. In addition to the transition between uses, the location is close to the neighborhood services which will allow an opportunity for some of the new residents to walk to obtain goods and services reducing vehicle trips.

C. The proposal limits impact on the surrounding area with the layout that provides a vegetative transition between uses along Courthouse Road (Route 208). In addition to utilizing existing natural buffers and providing a landscaped berm adjacent to several lots in Breckenridge. The proposal also includes landscaping and decorative fencing along Courthouse Road creating an aesthetically enhanced development compatible with existing land uses.

D. The applicant has proffered cash contributions in order to mitigate capital facility impacts which are specifically attributable to the project and which are legally acceptable by the Board per the parameters established by VA Code Section 15.2-2303.4.

E. The County model projects a positive fiscal impact of $145,709.

F. The proposal will not decrease the Levels of Service on the transportation network at full buildout.

Mr. Hughes discussed the following findings in opposition:

A. The absence of an agreement to allow access to the Hilltop/Giant Shopping center will require the traffic from Winding Creek to use a u-turning movement to go west on Courthouse Road (Route 208). Although the Traffic Impact Study notes this movement with the improvements to the turning lane will operate at an acceptable level of service it should be noted that staff supports the interparcel connection to Hilltop/Giant.

B. The Fire Chief provided data based on 2018 calls for service to similar age restricted apartment communities and the data indicates that age restricted apartments have a higher call volume. He noted this may be attributable to the fact that the apartment residents generally live alone and are older than the residents of age restricted single family detached and attached units.

C. Although this is an age restricted community the proposed density of 16 units per acre exceeds the Low Density Residential guideline noted for the area on the Future Land Use Map.

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 housing for citizens that are age 55 and above that are more likely to have special interest and needs that are particular to this population. The Winding Creek project complements this goal by providing a mix of housing types with a mix of price points. This will provide citizens of the County the possibility of staying in the County as they mature and have a need for housing options that are designed to be adaptive and accommodating for citizens as they progress through life stages.

When reviewing this proposal for consistency with the Comprehensive Plan, the project density as presented with 16 units per acre is well above the 4 units per acre established as a goal for the low density residential land use designation. When considering the impact of an age restricted project, it is noted the level of impact upon school facilities is reduced due to the lack of school aged children impacting school enrollment and capacity. It is also noted that age restricted communities typically have less impact on the transportation network as most of the trips generated do not occur during the AM or PM peak travel times. However, the apartment component of this proposal may have a negative impact on Emergency Services. Data from 2018 of Spotsylvania County using an average of calls for service to existing age restricted apartment style communities, indicates the project could have approximately 157 calls for service to the apartments. The added density and mix of housing types, will create additional demands on Emergency Services.

It should also be noted that this proposal is consistent with the intent of the Primary Development Boundary as described in the Comprehensive Plan of having denser and more intense development within the Primary Development Boundary. The immediate area includes a mix of intense commercial and low density residential uses. The proposal complements the nearby commercial development and offers a transition between the more intense commercial uses and the less intense residential communities. The Winding Creek proposal generally "steps down" land use intensity fairly well, transitioning from Multi-Family- Age Restricted (commercial type building) adjacent to the Hilltop Shopping Center, to single family attached, and then single family detached as the project approaches existing low density residential subdivisions. As noted in the Comprehensive Plan analysis. This location adjacent to neighborhood commercial uses will create opportunity for reduced vehicle trips as some residents may take advantage of the walkability of the location.

The proposed design maintains slightly more open space than required by code and maintains vegetative buffers around the perimeter of the site that includes the installation of a landscaped berm where the project is closest to existing residences.

Given the Findings in Favor and reasons noted in the conclusion, Staff recommends approval of R18-0008 with the proffers dated March 11, 2019.

Mr. Thompson inquired about the size of the pool.

Mr. Hughes stated that he is unsure and perhaps the applicant could speak to the size of the pool.

Mr. Thompson inquired about the by-right potential.

Mr. Hughes stated that nine houses could be built by right.

Mr. Smith inquired about the speed limit just before the project heading west.

Mr. Hughes stated that the speed limit is 40 mph at the traffic light and increases to 50 mph after the light, heading west.

Mr. Smith inquired if there is only one entrance at this time.

Mr. Hughes stated yes, only one as of now. At this time, they do not have the ability for a second entrance but are hoping that they can come to an agreement with the adjacent property to allow access.

There was discussion about the turning radius at the light for U-turns. Mr. Cole stated that the receiving lane and radius is more than adequate. Also the site distance is a little over 500 ft which is also more than adequate. He also discussed that the U-turn is a safer movement than a left turn only on a green arrow.

Mr. Smith stated that he has concerns about the people trying to pull out onto Route 208. He inquired about accident numbers.

Mr. Cole stated in 2017 there were 10 accidents and in 2018 there were 16 accidents. He also discussed that staff is supportive of interparcel connections.

Ms. Carter stated that she hopes the stoplights are synchronized to allow a gap for the turns to be safer.

Mr. Medina inquired at what point do we analyze the left U-turns.

Mr. Cole stated that we look at crash data and that there is a discrepancy in accidents reported to DMV versus county accidents, which are higher.

There was discussion about the right turn out of proposed development and having to merge two lanes to get to left U-turn.

Mr. Newhouse inquired if there are renderings of the buildings.

Applicant, Charlie Payne, representing the applicant: He stated that the traffic can be addressed and that they are looking for VDOT to lower the speed. He stated that they will continue to work with the adjacent property owner to gain access to allow for a second entrance. He stated that quality materials will be used and displayed some renderings that they intend to mimic. He stated that rooftops are necessary to help the commercial properties.

Mr. Medina inquired about the market rate versus age-restricted. He stated that his mother in law lives in an age restricted unit in the City and it is expensive, market rate.

Mr. Payne stated that age-restricted in the City of Fredericksburg is more market rate and expensive.

Mr. Medina stated that he may be less in favor of the proposal with the access to Giant. He has concerns about the traffic cutting across and for citizens making their way into the store. There was discussion about crash data.

Mr. Medina discussed that he travels this roadway everyday as he lives right around the corner. He has serious concerns about the right turn and then having to cross over two lanes to get to light to do a U-turn.

Mr. Payne stated that they held two community meetings and that the number one concern was that the citizens didn't want traffic coming through Breckenridge.

Mr. Smith inquired about response time with the traffic pattern with the U-turn.

Mr. Cullinan, Fire Chief, stated that the Four Mile Fork station is first due. He stated that the traffic pattern is not ideal.

Speaking in favor or opposition:

Richard Condit, Salem Voting District: He stated that the proposed development is too dense and not consistent with 55 and older development. He also has concerns that there is not enough parking and Breckenridge will be used as satellite parking.

Anne Sullins, Salem Voting District: She stated that there is no compelling reason to allow for the change in zoning. The proposal is too dense and does nothing to address a housing gap. She feels like the people turning out of the proposed neighborhood will follow turn lane into Breckenridge, do a U-turn and wait at the light at the entrance to Breckenridge.

Priscilla Priebe, Salem Voting District: She stated that she feels like the developer will apply for government grants to fund this development. She also mentioned that she feels that the four story apartment buildings are out of character.

Juan Piacqudio, Salem Voting District: He stated that he fears the quality of life will be impacted based on a number of assumptions and the new traffic pattern.

Gregory Somers, Salem Voting District: He questioned the validity of the traffic study and feels that a great deal has been left out. He also stated that he believes that the left turn lane is too short and believes people wishing to do a U-turn will also drive to the next intersection at Edinburg and Crown Grant.

Scott Reeves, Salem Voting District: He stated that he has concerns that if approved, that the zoning could change and traffic would be permitted through Breckenridge.

Mr. Thompson asked Ms. Parrish to advise on how the zoning process occurs and that they would need to come back for any changes to the approved plan. The project must develop as approved.

Katherine McKinney, Salem Voting District: She stated she owns two homes in Breckenridge and has concerns about overcrowding, the four story apartments, light and noise pollution, and finally traffic. She discussed her concerns about the grade of the roadway and speed and discussed an accident that her daughter was involved in. She believes the proposed development to be entirely too dense.

Dominique Ramirez, Salem Voting District: She stated that she is opposed to this development and shares concerns that have already been expressed.

Edward Cole, Salem Voting District: He stated that he resides near Edinburgh and sometimes it takes ten minutes for him to make the turn. He stated that he is an engineer and eventually they will have to put a light in.

Bob Kelly, Salem Voting District: He stated that the traffic is of concern and that he is not in favor of folks having to merge over two lanes to make the U-turn.

Kimberly Kelly, Salem Voting District: He stated that she has taught for 25 years and that parents from Courthouse Road Elementary School are making the U-turn and fears others will continue to the light to do so. She discussed that her daughter has been in an accident on this stretch of roadway.

Lynn Lewis, Salem Voting District: She stated that she is a 17-year resident of Edinburgh and that the sun coming through the stoplight where the proposed U-turn is to take place is awful and worries about accidents.

Applicant, Charlie Payne: He stated that two community meetings were held and the only concern at that time was cut through traffic into Breckenridge. He stated that they have adequate parking at the clubhouse and that they are over parked by requirements. He stated that most people won't even see the four story apartments, that the proposal is not government subsidized and will be quality housing. The average resident will be 65 and older. He stated age restricted housing residents don't travel during peak times.

Mr. Newhouse closed the public hearing.

Mr. Newhouse inquired if the agreement is secured with Giant, would the traffic be diverted to the light or the road next to Honest Auto.

Mr. Payne stated that the goal would be to take them to the light.

Mr. Newhouse stated that in a read of Troy Tignor's letter, he reads it as though the county would intervene to get access.

Ms. Parrish stated that a similar thing occurred with the Allure Apartments near Cosner's Corner.

Mr. Medina inquired what is innovative and creative about the proposed development.

Ms. Maddox stated she thought the same thing and those are adjectives that are used in our requirements.

Motion and vote: Mr. Medina made a motion, seconded by Mr. Smith to recommend denial of the rezoning. The motion to recommend denial to the Board of Supervisors passed 6-1, with Mr. Newhouse voting no.

The meeting adjourned at approximately 8:45 p.m.

Paulette L. Mann
Paulette L. Mann

June 5, 2019
Date

PUBLIC NOTICE

The Spotsylvania County Board of Supervisors will hold public hearings at 6:30 p.m. on Tuesday, December 10, 2019 in the Holbert Building located at 9104 Courthouse Road, Spotsylvania, Va. 22553, to consider the following:

R18-0008 Donna L. Curtis & Carlton D. Flippo (ATFD, LLC) (Ordinance No. RO18-0008): Request a rezoning of two parcels consisting of approximately 16.21 acres from Residential 1 (R-1) to Planned Development Housing 16 (PDH-16) with proffers to allow for 22 age-restricted single family detached units, 18 age-restricted single family attached units and 215 age-restricted multifamily units known as Winding Creek. The parcels are located at 10300 and 10316 Courthouse Road on the north side of Courthouse Road (Route 208) approximately 1,788 feet west of the Courthouse Road (Route 208) and Leavells Road (Route 639) intersection. The parcels are located within the Primary Development Boundary. The parcels are identified for Low Density Residential development on the Future Land Use Map of the Comprehensive Plan. Tax parcels 35-A-8A and 35-A-9. Salem Voting District.

Persons interested may appear and present their views at the public hearing described above. Any public hearing cases, including any ordinances as applicable, are on file and available in the Planning Department, located at 9019 Old Battlefield Blvd, 3rd Floor, Spotsylvania, Virginia, 22553, and may be inspected between 8:00 a.m. and 4:30 p.m., Monday through Friday. The Board of Supervisors encourages the participation of all interested County citizens. For those with special needs, please notify the Office of the County Administrator of any accommodations you may require at least five days before the meeting you wish to attend.

By the Spotsylvania County Board of Supervisors

DRAFT DENIAL

At a meeting of the Spotsylvania County Board of Supervisors held December 10, 2019 on a motion by _____, seconded by _____ and passed_____, the Board adopted the following resolution:

RESOLUTION NO. 2019-____

Denial – R18-0008

WHEREAS, **Donna L. Curtis & Carlton D. Flippo (ATFD, LLC)** Request a rezoning of two parcels consisting of approximately 16.21 acres from Residential 1 (R-1) to Planned Development Housing 16 (PDH-16) with proffers to allow for 22 age-restricted single family detached units, 18 age-restricted single family attached units and 215 age-restricted multifamily units known as Winding Creek. The parcels are located at 10300 and 10316 Courthouse Road within the Primary Development Boundary. The parcels are identified for Low Density Residential development on the Future Land Use Map of the Comprehensive Plan. Tax parcels 35-A-8A and 35-A-9, Salem Voting District; and

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

WHEREAS, the Spotsylvania County Planning Commission held a public hearing on May 15, 2019, 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 denial of the project, with a vote of 6-1; and

WHEREAS, the Spotsylvania County Board of Supervisors held a public hearing on December 10, 2019, 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 **Donna L. Curtis & Carlton D. Flippo (ATFD, LLC).**

(SEAL) A COPY TESTE: _____

Aimee Mann
Deputy Clerk to the Board of Supervisors

DRAFT APPROVAL

At a meeting of the Spotsylvania County Board of Supervisors held on December 10, 2019 on a motion by _____ and passed __-__, the Board adopts the following ordinance:

AN ORDINANCE No. RO18-0008

To amend the zoning map to zone, approximately 16.2 acres, of the property known as Tax Parcels 35-A-8A and 35-A-9 to Planned Development Housing 16 (PDH-16) with proffers.

PUBLIC HEARING: December 10, 2019

WHEREAS, **Donna L. Curtis & Carlton D. Flippo (ATFD, LLC)** Request a rezoning of two parcels consisting of approximately 16.21 acres from Residential 1 (R-1) to Planned Development Housing 16 (PDH-16) with proffers to allow for 22 age-restricted single family detached units, 18 age-restricted single family attached units and 215 age-restricted multifamily units known as Winding Creek. The parcels are located at 10300 and 10316 Courthouse Road within the Primary Development Boundary. The parcels are identified for Low Density Residential development on the Future Land Use Map of the Comprehensive Plan. Tax parcels 35-A-8A and 35-A-9, Salem Voting District; and

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

WHEREAS, the Spotsylvania County Planning Commission held a public hearing on May 15, 2019, 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 denial of the project, with a vote of 6-1; and

WHEREAS, the Spotsylvania County Board of Supervisors held a public hearing on December 10, 2019, duly advertised in a local newspaper for a period of two weeks, and interested citizens were given an opportunity to be heard; and

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

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

§ 1. That the property known as Tax Parcels 35-A-8A and 35-A-9 currently zoned Residential 1 (R-1) are rezoned to Planned Development Housing 16 (PDH-16) with proffers.

§ 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: _____

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800 East Canal Street
Richmond, VA 23219-3916
Tel 804.775.1000
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May 13, 2019

Mr. Leon Hughes, Case Planner
9019 Old Battlefield Blvd.
Suite 320
Spotsylvania, VA 22553

RE: R18-0008 (RO18-0008) Winding Creek; Carlton D. Flippo & Donna L. Curtis/ATFD, LLC (Owner/Applicant)

Dear Mr. Hughes:

I am writing on behalf of Zimmer Development Company ("Zimmer") regarding the above rezoning application filed by ATFD, LLC ("Applicant"), requesting the rezoning of Spotsylvania County Tax Parcels 35-A-8 and 35-A-9, addressed as 10300 and 10316 Courthouse Road (the "Property"). The Applicant proposes to rezone the Property to allow an age-restricted residential development of up to 215 residential units (the "Project"). Zimmer's affiliate ZP No. 17 LLC is the owner of the adjacent Giant Food store located to the east of the Property on Tax Parcel 35-10-2 (the "Giant Parcel"). While Zimmer does not object to the rezoning of the Property from R-1 to PDH-16, for the reasons stated herein, it does object to any zoning approval that is based on or includes any use of the Giant Parcel for access.

The Applicant's "Generalized Development Plan – Narrative" (the "Project Narrative") for the Project indicates that primary access to the Property will be provided via Courthouse Road at two points as shown on the Generalized Development Plan ("GDP") submitted by the Applicant. However, the Applicant also states that "[t]he Property will also be accessed through an interparcel connection with the commercial property to the east [the Giant Parcel] and intersect with the light at Millgarden Drive" (see Project Narrative at p. 3). The Applicant has also proffered "preferred" access through the Giant Parcel to the light at the Millgarden/Courthouse Road intersection to access eastbound Courthouse Road. (See proposed "Option 1" in Applicant's Voluntary Proffer Statement (the "Proffers") at Section III.B Transportation).

Please be advised that there is no interparcel connection between the Property and the Giant Parcel, and the Applicant does not have the legal and necessary right of access.

through/across the Giant Parcel to the traffic signal at Millgarden Drive. As such, the Giant Parcel **cannot** be utilized as ingress/egress access for the proposed Project, and all references to the use of "Option 1" for access should be stricken from the Proffers accordingly. The Applicant does not have the legal right to proffer access through/across the Giant Parcel, and the County is without authority to accept proffers related to land which is not part of a zoning application and which have not been agreed to by the landowner. We note that an Alternative Access Plan is referenced in the Department of Planning's Staff Report, dated May 15, 2019 and is also identified on the GDP for the Project. Zimmer has no objection to the Project's being approved with the Alternative Access Plan (identified as Option #2) serving as the sole source of access to eastbound Courthouse Road via a U-turn at Breckenridge Drive, provided all reference to "Option 1" is stricken from the Proffers.

I would appreciate your ensuring that this letter is included as part of the record during the Planning Commission's consideration of the proposed rezoning. Should you have any questions related to the foregoing, please do not hesitate to contact me.

Sincerely yours,

M. Ann Neil Cosby

cc: The Honorable Paul D. Trampe (Salem District)
Mr. Michael Medina, Planning Commissioner
Charles W. Payne, Jr., Esquire

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Budgeting of 2019 Water & Sewer Revenue & Refunding Bonds Sale Proceeds
Type:	Action, Appropriation
Agenda Title:	Budgeting of 2019 Water & Sewer Revenue & Refunding Bonds Sale Proceeds
Recommendation:	After the public hearing required by State Code section § 15.2-2507, approve the FY 2020 budget adjustments and the related appropriations attached.
Summary:	On November 26, the County closed on $28.7 million in Water & Sewer Revenue & Refunding bonds to fund various water and sewer infrastructure projects funded in the adopted Capital Improvement Plan (CIP) and to achieve interest rate savings on previously issued water and sewer bonds. The refunding portion of the bonds will save water and sewer rate payers $1.3 million over the 16-year remaining term of the originally issued bonds. The life of the bonds was not extended to achieve this savings. An all-in interest rate of 2.36% was obtained on this issue. The attached budget adjustment allocates the bond proceeds among the projects and to the payment of the costs associated with issuance of the bonds. It also adjusts the budgeted debt service to be in line with that expected to be incurred in FY 2020 now that the bond sale has been finalized. The amount of the budget adjustment necessitates that we have a public hearing prior to the Board taking action on the adjustment and associated appropriation of bond proceeds.
Financial Impact:	Please see the summary above as well as the attached budget adjustment and appropriation.
Staff Contacts:	Bonnie Jewell, Chief Financial Officer

Consequence of Denial/Inaction:	If the budget adjustments and appropriations are not approved, the County will not be able to move forward with the projects and the debt service payments for which the bond proceeds were intended.

ATTACHMENTS:

File Name	Description	Type
Budget_Adjustment.pdf	Budget Adjustment	Budget Amendment
Appropriations.doc	Appropriation	Appropriation

Project #	Project Description	Account	Account Description	Adjustment
UTILITIES CAPITAL PROJECTS FUND				
Revenue				
		520-0000-341.05-01	Use of Fund Balance	16,495,058
		Total	**Revenue**	**16,495,058**
Expenditures				
GN1105	Telemetry/SCADA	520-9190-805.80-01	Machinery & Equipment	1,600,000
WT1403	Water Meter Replacement Program	520-9170-805.80-01	Machinery & Equipment	4,158,000
WT1803	T'burg Distribution Improvements	520-9170-805.89-03	Construction	2,000,000
WT2004	Pump Station 24 Waterline	520-9170-805.89-03	Construction	1,500,000
SR1111	Pump Station 24 Relocation	520-9180-805.89-03	Construction	2,200,000
SR1303	FMC Infrastructure Improvements	520-9180-805.89-03	Construction	412,000
SR1602	Fawn Lake Pump Station 27 & 58	520-9180-805.89-03	Construction	1,620,000
SR1802	Thornburg WWTP Upgrades	520-9180-805.89-03	Construction	3,005,058
		Total	**Expenditures**	**16,495,058**
UTILITIES OPERATING FUND				
Revenue				
		510-0000-341.05-01	Use of Fund Balance	-874,222
		Total	**Revenue**	**-874,222**
Expenditures				
		510-9510-506.90-01	Bond Issuance Expenses	264,808
		510-9510-506.91-53	2013 W/S Principal	-878,000
		510-9510-506.92-53	2013 W/S Interest	-261,030
		Total	**Expenditures**	**-874,222**

SPOTSYLVANIA COUNTY
Board of Supervisors

FISCAL YEAR 2020 APPROPRIATION

Board of Supervisors **December 10, 2019**

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, 2019, from the funds and for the functions or purposes indicated.

For the projects, debt service, and cost of issuance associated with the 2019 sale of Water & Sewer Revenue & Refunding bonds to be expended only by order of the Board of Supervisors as follows:

UTILITIES CAPITAL PROJECTS FUND: $16,495,058
UTILITIES OPERATING FUND: ($874,222)

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Public Hearing to Repeal Obsolete Code: Transportation Safety Commission
Agenda Title:	Public Hearing to Repeal Obsolete Code: Transportation Safety Commission
Recommendation:	Approve.
Summary:	The Transportation Safety Committee was superseded by Transportation Committee and has not been active for years. The duties of the Transportation Safety Committee were assumed by the Transportation Committee.
Financial Impact:	None.
Staff Contacts:	Paul Agnello, Assistant Director for Transportation Planning
Legal Counsel:	Susan Cooke, Deputy County Attorney
Consequence of Denial/Inaction:	Obsolete code will remain.

ATTACHMENTS:

File Name	Description	Type
Ordinance_Repealing_Transportation_Safety_Commission.docx	Red Line Version Ordinance	Ordinance
PH-_Ad_Repeal_Transportation_Safety_Commission.docx	PH- Ad	Backup Material

At a meeting of the Spotsylvania County Board of Supervisors held on _____, 20___ on a motion by _____, seconded by _____ and passed_____, the Board adopts the following ordinance:

ORDINANCE No. 2-20

AN ORDINANCE TO REPEAL THE CHAPTER 2, ADMINISTRATION, ARTICLE II, BOARDS, COMMISSIONS AND AUTHORITIES, DIVISION 7, TRANSPORTATION SAFETY COMMISSION, OF THE CODE OF THE COUNTY OF SPOTSYLVANIA, VIRGINIA

PUBLIC HEARING: _____

THE COUNTY OF SPOTSYLVANIA HEREBY ORDAINS:

§ 1. Finding and Purpose

The Board of Supervisors finds that the Transportation Safety Commission has been superseded by the Transportation Committee and should be repealed.

§ 2. Repeal.

The Board of Supervisors ordains that Chapter 2, Article II, Division 7, of the Spotsylvania County Code, be and is hereby repealed as follows:

~~**DIVISION 7. - TRANSPORTATION SAFETY COMMISSION[8]**~~

~~**Sec. 2-146. - Established.**~~

~~There is hereby established for the county a transportation safety commission.~~

~~(Code 1980, § 2-19)~~

~~**Sec. 2-147. - Composition.**~~

~~The transportation safety commission shall consist of ten (10) members, one (1) of whom shall be a member of the board of supervisors.~~

~~(Code 1980, § 2-19)~~

~~**Sec. 2-148. - Meetings; duties.**~~

~~The transportation safety commission shall meet four (4) times each year and make studies and reports in regard to plans and programs for the improvement of highway safety within the county. The transportation safety commission shall conduct its affairs, perform such duties and make such reports to the board of supervisors as the board may require.~~

~~(Code 1980, § 2-19,)~~

Sec. 2-146 – 2-148. – Reserved

§ 3. Effective Date.

This ordinance shall be in force and effect upon adoption.

(Ord. No. 2-20, _____)

AYES: _____ NOES: _____ ABSTAIN: _____

ADOPTED: _____ REJECTED: _____ STRICKEN: _____

To: Display Advertising (Classified Section)

Please run the following ad on November 26, 2019 and December 2, 2019 in the **Free Lance Star** with the usual format: bold border; Spotsylvania County seal; 2 columns wide; underline as shown; larger, darker print for underlined portions.

NOTICE OF ORDINANCE REPEAL

The Spotsylvania County Board of Supervisors, at its regular meeting at **6:30 p.m.** on **December 10, 2019** located at the **Holbert Building, Board of Supervisors' Room in the R. E. Holbert Memorial Building, 9104 Courthouse Road, Spotsylvania, Virginia**, to receive public comment on a proposed amendment to repeal Chapter 2, Article II, Division VII, of the Spotsylvania County Code to disestablish the Transportation Safety Commission.

Persons affected may appear and present their views at the public hearing described above. A copy of the full text of the proposed amendments is on file in the Office of the County Administrator, located at 9104 Courthouse Road, Spotsylvania, Virginia 22553, and may be inspected between 8:00 a.m. and 4:30 p.m., Monday through Friday.

The Board of Supervisors encourages the participation of all interested citizens. For those with special needs, please notify the County Administrator of any accommodations you may require at least five days before the meeting you wish to attend.

BY ORDER OF THE SPOTSYLVANIA COUNTY BOARD OF SUPERVISORS

EDWARD PETROVITCH, COUNTY ADMINISTRATOR

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Public Hearing for Amendment to Chapter 21 of the County Code – Definition of Dwelling
Agenda Title:	Public Hearing for Amendment to Chapter 21 of the County Code – Definition of Dwelling
Recommendation:	The Commissioner of the Revenue recommends that the Board of Supervisors adopt the amendment to Chapter 21, Section 21-76 of the County Code, to add the definition of "dwelling" recently adopted by the General Assembly to apply to Chapter 21, Article III, Division 2 of the County Code, governing real estate tax exemptions for elderly and disabled persons.
Summary:	Va. Code § 58.1-3210 authorizes localities to provide a real estate tax exemption to elderly and disabled persons. The County adopted such an exemption, which is found at County Code § 21-76, et seq. Effective July 1, 2019, the General Assembly amended Va. Code § 58.1-3210 to add a definition of "dwelling" to apply to the tax exemption. The Commissioner of the Revenue and the County must apply the adopted definition. Amending the County Code to include the definition of "dwelling" alerts County personnel and citizens to the content and applicability of the definition.
Financial Impact:	Minimal
Staff Contacts:	Debbie Williams, Commissioner of the Revenue
Legal Counsel:	Susan E. Cooke, Deputy County Attorney
Consequence of Denial/Inaction:	The County Code will not reflect the definition of a material term in the Code section.

ATTACHMENTS:

File Name	Description	Type
Dwelling_Ordinance_Amendment_to_Sec._21-76_-_red_line.pdf	Draft Ordinance	Ordinance
PH-_FLS_Ad.docx	PH- Ad Dwelling	Backup Material

DRAFT

At a meeting of the Spotsylvania County Board of Supervisors held on _____, on a motion by _____, seconded by _____ and passed _____, the Board adopts the following ordinance:

ORDINANCE NO. 21-88

To amend and reordain Chapter 21, Taxation, Section 21-76, of the Code of the County of Spotsylvania, Virginia to be consistent with Virginia Code § 58.1-3210.

PUBLIC HEARING: _____, 2019

THE COUNTY OF SPOTSYLVANIA HEREBY ORDAINS:

§ 1. That Chapter 21, Taxation, Section 21-76, be and is hereby **amended** and reordained as follows:

Sec. 21-76. – Definitions.

Dwelling means an improvement to real estate exempt pursuant to this chapter and the land upon which such improvement is situated so long as the improvement is used principally for other than a business purpose and is used to house or cover any motor vehicle classified pursuant to subdivisions A 3 through 10 of Va. Code § 58.1-3503; household goods classified pursuant to subdivision A 14 of Va. Code § 58.1-3503; or household goods exempted from personal property tax pursuant to Va. Code § 58.1-3504.

Permanently and totally disabled means a person who is so certified as required in subsection 21-78(b), and is found by the commissioner of revenue to be unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental

impairment or deformity which can be expected to result in death, or can be expected to last for the duration of such person's life.

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

(Code 1980, § 8-23; Ords. Of 2-22-83; 6-24-86(1); 5-24-88(2); Ord. No. 21-77, 12-11-12; Ord. No. 21-88, _____)

AYES: _____ NOES: _____ ABSTAIN: _____

ADOPTED: _____ REJECTED: _____ STRICKEN: _____

To: Display Advertising (Classified section)

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

NOTICE OF PUBLIC HEARING

The Spotsylvania County Board of Supervisors will hold a public hearing at **_____ pm** on **_____**, located at the **Holbert Building, Board of Supervisors' Room in the R. E. Holbert Memorial Building, 9104 Courthouse Road, Spotsylvania, Virginia**, to receive public comment on a proposed amendment to Chapter 21, Taxation, Section 21-76, to add the definition of "dwelling" as adopted by the General Assembly in Virginia Code Section 58.1-3210(C).

Persons affected may appear and present their views at the public hearing described above. A copy of the full text of the proposed amendment is on file in the Office of the County Administrator, located at 9104 Courthouse Road, Spotsylvania, Virginia 22553, and may be inspected between 8:00 a.m. and 4:30 p.m., Monday through Friday.

The Board of Supervisors encourages the participation of all interested citizens. For those with special needs, please notify the County Administrator of any accommodations you may require at least five days before the meeting you wish to attend.

BY ORDER OF THE SPOTSYLVANIA COUNTY BOARD OF SUPERVISORS

EDWARD PETROVITCH, COUNTY ADMINISTRATOR

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Public Hearing for Amendment to Chapter 21 of the County Code – Farm Animals, Machinery, Agricultural Products, Etc.
Agenda Title:	Public Hearing for Amendment to Chapter 21 of the County Code – Farm Animals, Machinery, Agricultural Products, etc.
Recommendation:	The Commissioner of the Revenue recommends that the Board of Supervisors adopt the proposed amendment to Chapter 21, Section 21-27 of the County Code, to correct the references to Virginia Code sections and either to expand the exemption for farm machinery and farm implements as recently authorized by the General Assembly or to repeal the exemption.
Summary:	Va. Code § 58.1-3505 authorizes localities to provide a tangible personal property tax exemption for certain classifications of property. The County adopted such an exemption, which is found at County Code § 21-27. The County Code Section refers to Virginia Code section 4-2(10a), which does not exist. The correct citation is Virginia Code Section 4.1-100. Also, effective July 1, 2019, the General Assembly amended Va. Code § 58.1-3505 to expand the application of the exemption for farm machinery and implements to add equipment and machinery used by a nursery as defined in Virginia Code §3.2-3800 for the production of horticultural products, and to add any farm tractor as defined in Virginia Code § 46.2-100, regardless of whether such farm tractor is used exclusively for agricultural purposes. Should the Board of Supervisors desire to maintain a tangible personal property tax exemption for farm machinery and farm implements as set forth currently in County Code § 21-27(8), it must adopt the recent amendment.
Financial Impact:	Minimal

Staff Contacts:	Debbie Williams, Commissioner of the Revenue
Legal Counsel:	Susan E. Cooke, Deputy County Attorney
Consequence of Denial/Inaction:	The County Code will not cite correctly to the Virginia Code and the County Code's exemption for farm machinery and farm implements will be out of date.

ATTACHMENTS:

File Name	Description	Type
Ordinance_Amendment_to_Sec._21-27__-_red_line.pdf	Draft Ordinance	Ordinance
PH-_FLS_Ad_-_Farm_Animals.docx	PH- FLS Ad - Farm Animals	Backup Material

DRAFT

At a meeting of the Spotsylvania County Board of Supervisors held on _____, on a motion by _____, seconded by _____ and passed _____, the Board adopts the following ordinance:

ORDINANCE NO. 21-87

To amend and reordain Chapter 21, Taxation, Section 21-27, of the Code of the County of Spotsylvania, Virginia to be consistent with Virginia Code § 58.1-3505.

PUBLIC HEARING: _____, 2019

THE COUNTY OF SPOTSYLVANIA HEREBY ORDAINS:

§ 1. That Chapter 21, Taxation, Section 21-27, be and is hereby **amended** and reordained as follows:

Sec. 21-27. – Same—Farm animals and machinery, agricultural products, etc.

The following farm animals, grains and other feeds used for the nurture of farm animals, agricultural products, farm machinery and farm implements are hereby exempt from taxation as tangible personal property:

(1) Horses, mules and other kindred animals;

(2) Cattle;

(3) Sheep and goats;

(4) Hogs;

(5) Poultry;

(6) Grains and other feeds used for the nurture of farm animals;

(7) Grain, tobacco, wine produced by farm wineries as defined in section 4.1-1004~~-2(10a)~~ of the Code of Virginia and other agricultural products in the hands of a producer;

(8) Farm machinery and farm implements, which shall include (i) equipment and machinery used by farm wineries as defined in section 4.1-1004-2(10a) of the Code of Virginia in the production of wine; (ii) equipment and machinery used by a nursery as defined in § 3.2-3800 of the Code of Virginia for the production of horticultural products; and (iii) any farm tractor as defined in 46.2-100 of the Code of Virginia, regardless of whether such farm tractor is used exclusively for agricultural purposes.;

(9) Equipment used by farmers or farm cooperatives qualifying under section 521 of the Internal Revenue Code to manufacture industrial ethanol, provided that the materials from which the ethanol is derived consist primarily of farm products.

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

(Code 1980, § 8-10; Ord. of 6-10-86(1); Ord. 21-87, _____)

AYES: _____ NOES: _____ ABSTAIN: _____

ADOPTED: _____ REJECTED: _____ STRICKEN: _____

To: Display Advertising (Classified section)

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

NOTICE OF PUBLIC HEARING

The Spotsylvania County Board of Supervisors will hold a public hearing at **_____ pm** on **_____**, located at the **Holbert Building, Board of Supervisors' Room in the R. E. Holbert Memorial Building, 9104 Courthouse Road, Spotsylvania, Virginia**, to receive public comment on a proposed amendment to Chapter 21, Taxation, Section 21-27, to correct citations to the Virginia Code and to expand the tangible personal property tax exemption for farm machinery and farm implements as authorized by the General Assembly in Virginia Code Section 58.1-3505.

Persons affected may appear and present their views at the public hearing described above. A copy of the full text of the proposed amendment is on file in the Office of the County Administrator, located at 9104 Courthouse Road, Spotsylvania, Virginia 22553, and may be inspected between 8:00 a.m. and 4:30 p.m., Monday through Friday.

The Board of Supervisors encourages the participation of all interested citizens. For those with special needs, please notify the County Administrator of any accommodations you may require at least five days before the meeting you wish to attend.

BY ORDER OF THE SPOTSYLVANIA COUNTY BOARD OF SUPERVISORS

EDWARD PETROVITCH, COUNTY ADMINISTRATOR

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Public Hearing Regarding Amendment to County Code Chapter 24, Business, Appendix B, Description of Boundaries of Tourism Zones
Type:	Action, Power Point Presentation
Agenda Title:	Public Hearing Regarding Amendment to County Code Chapter 24, Business, Appendix B, Description of Boundaries of Tourism Zones
Recommendation:	Staff recommends that the County authorize a public hearing to receive public comment regarding the amendment of County Code Chapter 24, Business, Appendix B, description of boundaries of County tourism zones, to expand the boundaries to include the Thornburg area described on the map entitled Thornburg.
Non-Staff Name and Title of Presenters:	Public Hearing regarding Amendment to County Code Chapter 24, Business, Appendix B, Description of Boundaries of Tourism Zones is a request to add a fourth zone to the Tourism Zone Ordinance in the Thornburg area at Exit 118. There are 3 existing zones at the Courthouse, State Route 2 Corridor, and Lake Anna areas. (Meggie Roche will be making a powerpoint presentation.)
Summary:	County Code Chapter 24, Business, Article II, Tourism Zones, establishes the areas of the County to which the tax incentives and regulatory flexibility authorized for local tourism zones applies. Appendix B to Chapter 24 contains maps depicting the boundaries of the Courthouse, State Route 2 Corridor, and Lake Anna areas of the County Tourism Zone. Staff recommends adding the Thornburg area to the County Tourism Zone by amending Appendix B to incorporate a map entitled Thornburg Tourism Zone that describes the boundaries of the area to be added to the County Tourism Zone.
Financial Impact:	N/A

Staff Contacts:	Deborah Sanders, Interim Director, Economic Development Meggie Roche, Project Management Coordinator, Economic Development
Legal Counsel:	Susan Cooke, Deputy County Attorney
Additional Background/Other Considerations:	Qualified Tourism Businesses located within the boundaries of the Tourism Zone are afforded a tax rebate on Business, Professional and Occupational License tax and/or a rebate on machinery and tools tax imposed by the County. The amount of each tax rebate shall be a percentage of that tax paid by the Qualified Tourism Business each year. The percentage rebated for a five-year incentive period shall be 100% for Years 1 and 2 and 50% for Years 3, 4, and 5.
Consequence of Denial/Inaction:	The County will not add the Thornburg area depicted on the map to the Tourism Zone Ordinance.
Talking Points:	Public Hearing regarding Amendment to County Code Chapter 24, Business, Appendix B, Description of Boundaries of Tourism Zones is a request to add a fourth zone to the Tourism Zone Ordinance in the Thornburg area at Exit 118. There are 3 existing zones at the Courthouse, State Route 2 Corridor, and Lake Anna areas. (Meggie Roche will be making a powerpoint presentation.)

ATTACHMENTS:

File Name	Description	Type
Thornburg_Tourism_Zone_Powerpoint.pptx	Thornburg Tourism Zone	Presentation
Public_Hearing_Notice_-_Thornburg_Tourism_Zone.docx	Public Hearing Notice - Thornburg Tourism Zone	Backup Material
Draft_Ordinance_-_v4_clean_with_map.pdf	Draft Ordinance	Ordinance

Proposed Amendment to Chapter 24, Business

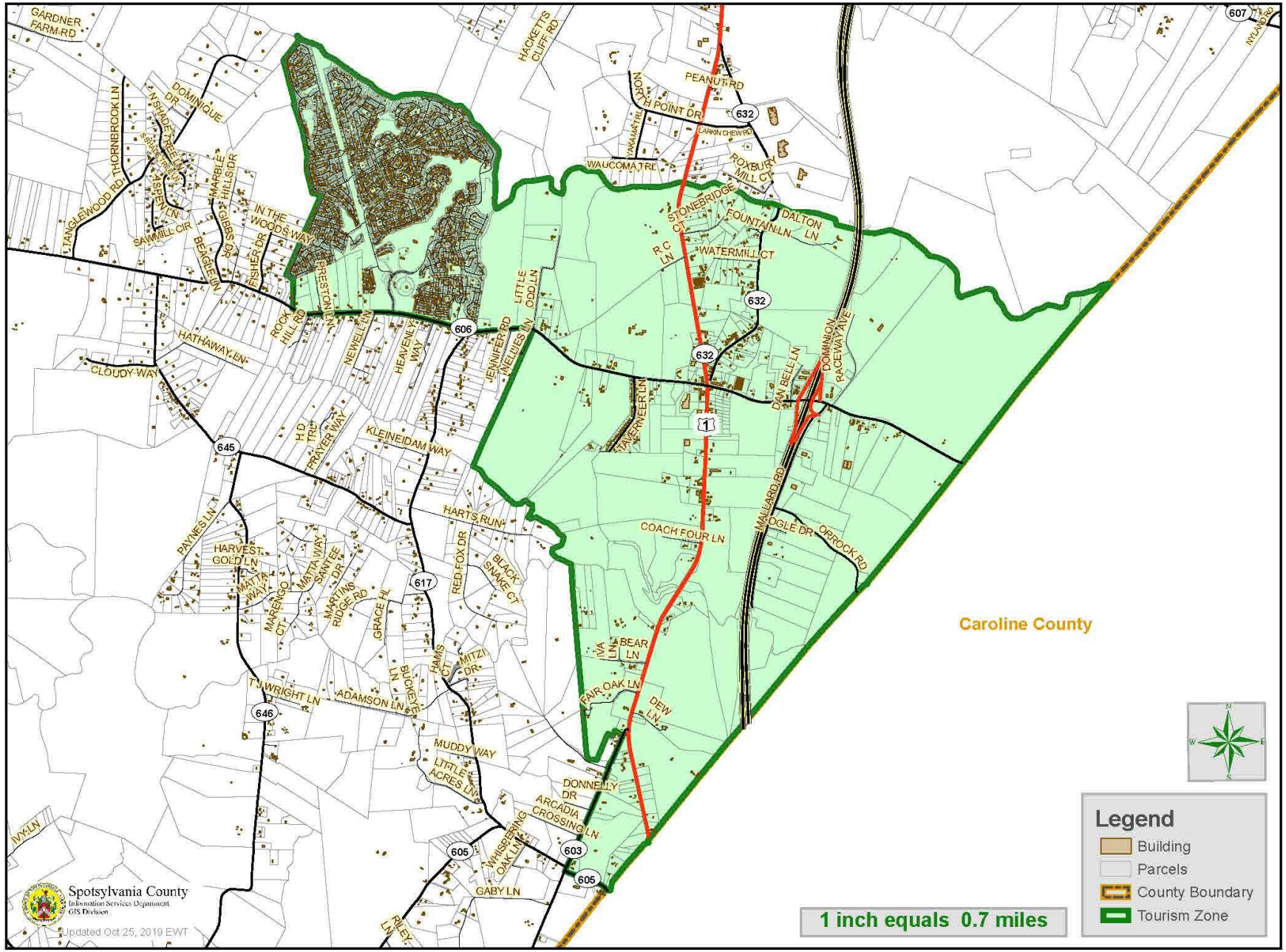
Article II, Tourism Zones, Section 24-23, Boundaries

Board of Supervisors Public Hearing
December 10, 2019

Recommendation

Staff recommends that the County amend County Code Chapter 24, Business, Appendix B, Description of Boundaries of Tourism Zones, to expand the boundaries to include the Thornburg area, as depicted on the map on the next slide.

Thornburg



COUNTY OF SPOTSYLVANIA · VIRGINIA
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Existing Tourism Zones

There are currently three Tourism Zones within the County that were established in 2009.

These are located at:

- Courthouse
- State Route 2 Corridor
- Lake Anna

Tourism Zone Incentives

Qualified Tourism Businesses located within the boundaries of the Tourism Zone are afforded a tax rebate on Business, Professional and Occupational License tax and/or a rebate on machinery and tools tax imposed by the County.

The amount of each tax rebate shall be a percentage of that tax paid by the Qualified Tourism Business each year. The percentage rebated for a five-year incentive period shall be 100% for Years 1 and 2 and 50% for Years 3, 4, and 5.

Qualified Tourism Businesses shall be given Targeted Industry Status and will receive fast track development review, permitting and inspections.

Tourism Zone Incentives

Nothing herein shall be construed as limiting the Board's power to grant additional incentives as may be permitted by law to Technology Businesses on a case-by case basis including, but not limited to, incentives granted pursuant to performance agreements and individualized arrangements with or without the involvement of the Spotsylvania County Economic Development Authority.

Eligibility

Tourism Businesses must meet the following qualifications to receive Tourism Zone incentives:

- All Tourism Businesses must be located in a Tourism Zone
- Existing Tourism Businesses must provide additional capital investment of at least $250,000 over the base year
- New Tourism Businesses must provide additional capital investment of at least $500,000 over the base year
- All Tourism Businesses must meet and maintain the minimum qualifying investment for 5 years, after which they must reapply.

Conclusion

In conclusion, staff recommends that the County amend County Code Chapter 24, Business, Appendix B, Description of Boundaries of Tourism Zones, to expand the boundaries to include the Thornburg area.

Questions?

To: Display Advertising (Classified section)

Please run the following ad on **November 26, 2019, and December 3, 2019,** in the **Free Lance Star** with the usual format: bold border, Spotsylvania County seal, 2 columns wide; underline as shown; larger, darker print for underlined portions.

NOTICE OF PUBLIC HEARING

The Spotsylvania County Board of Supervisors will hold a public hearing at **4:30 pm** on **December 10, 2019**, located at the **Holbert Building, Board of Supervisors' Room in the R. E. Holbert Memorial Building, 9104 Courthouse Road, Spotsylvania, Virginia**, to receive public comment on a proposed amendment to Chapter 24, Business, Appendix B (description of boundaries of County Tourism zone), of the Code of the County of Spotsylvania, Virginia, to expand the County Tourism Zone to include the Thornburg area as depicted on the map on file in the Office of the County Administrator, located at 9104 Courthouse Road, Spotsylvania, Virginia 22553. The borders of the area to be added to the County Tourism Zone are set out on the map and described generally as follows:

Starting at a point on the Po River where it crosses the border of Spotsylvania County and Caroline County; then running west along the southern bank of the Po River to the northwest corner of the Indian Acres development; then south along the western border of the Indian Acres development, continuing south on Shadow Lane until the intersection with Route 606; then east along Route 606 until the intersection with Nellies Lane; then south along Nellies Lane, continuing generally along the southwestern boundary of tax parcel 63-A-36 to its southwestern corner, then running generally along its southeastern boundary to the intersection with tax parcel 63-A-35C; then continuing along the boundaries of parcels 76-A-5, 76-A-5A, 76-A-6; then continuing down the western boundary of parcels 76-A-8B, 76-A-8A, 76-A-9, 76-A-15B, and 76-A-15; then running generally along the boundary of 76-A-15 to a point at the intersection of parcels 76-A-15, 76-A-51A, and 76-A-51; then running along the southern boundary of parcel 76-A-51 to the intersection with Arcadia Road (Route 603); then running southwest along Arcadia Road to Marye Road (Route 605); then running southeast along Marye Road to the intersection with the Spotsylvania County border with Caroline County; then running northeast along the border between Spotsylvania County and Caroline County to the beginning point.

Persons affected may appear and present their views at the public hearing described above. A copy of the full text of the proposed amendment is on file in the Office of the County Administrator, located at 9104 Courthouse Road, Spotsylvania, Virginia 22553, and may be inspected between 8:00 a.m. and 4:30 p.m., Monday through Friday.

The Board of Supervisors encourages the participation of all interested citizens. For those with special needs, please notify the County Administrator of any accommodations you may require at least five days before the meeting you wish to attend.

BY ORDER OF THE SPOTSYLVANIA COUNTY BOARD OF SUPERVISORS

EDWARD PETROVITCH, COUNTY ADMINISTRATOR

Draft

At a meeting of the Spotsylvania County Board of Supervisors held on _____, 2019, on a motion by _____, seconded by _____ and passed _____, the Board adopts the following ordinance:

ORDINANCE NO. ____-____

To amend and reordain Chapter 24, Business, Appendix B, of the Code of the County of Spotsylvania, Virginia, to expand the County Tourism Zone.

PUBLIC HEARING: _____, 2019

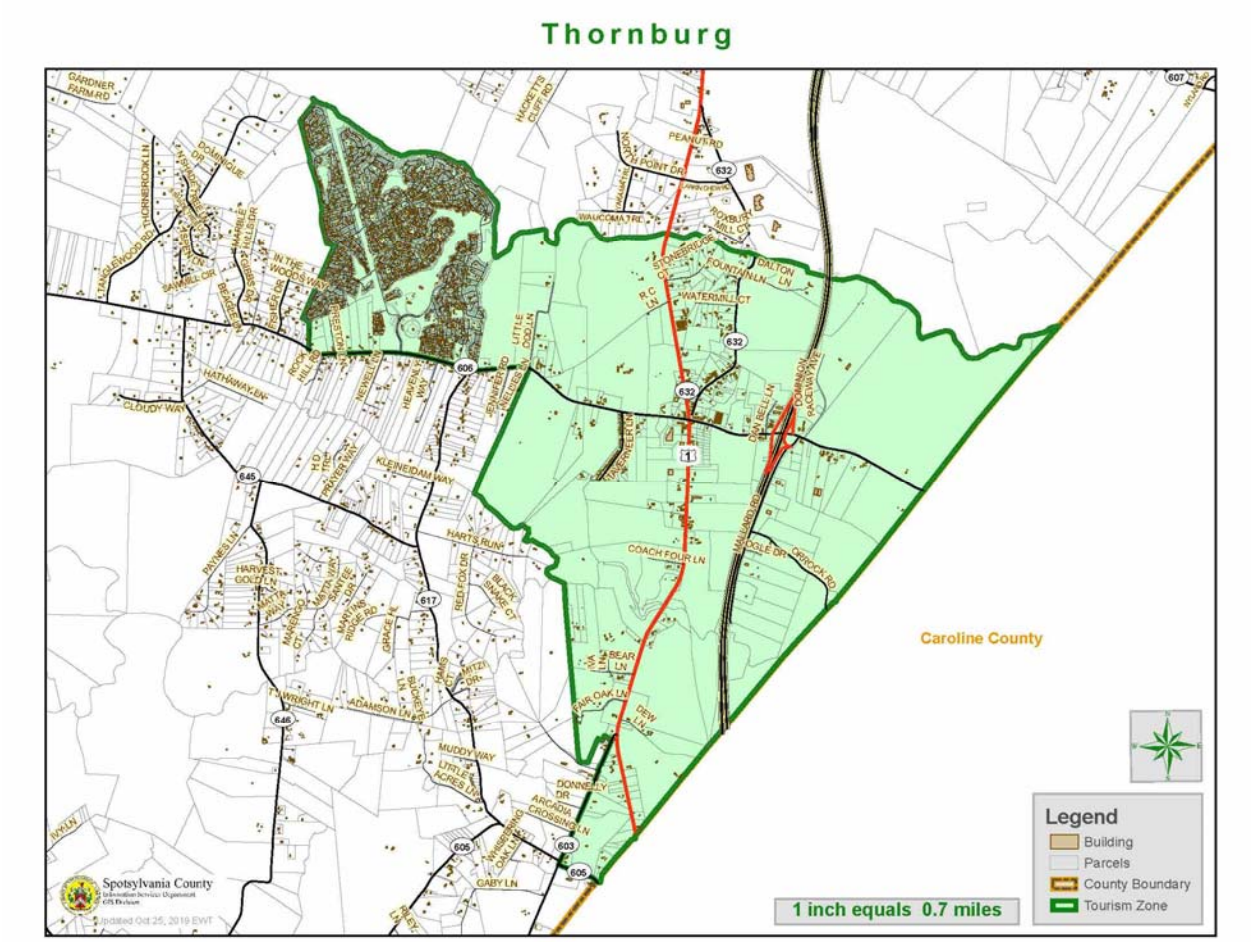
BE IT ORDAINED by the Board of Supervisors of the County of Spotsylvania, Virginia, that Chapter 24, Business, Appendix B, is hereby amended and reordained as follows:

§1. That Chapter 24, Business, Appendix B, be and is hereby **amended** and reordained to expand the boundaries of the County Tourism Zone by adding the Thornburg area, which is described on the map entitled Thornburg, to the Courthouse, State Route 2 Corridor, and Lake Anna areas.

§2. That Chapter 24, Business, Appendix B, be and is hereby **amended** and reordained so that Appendix B is comprised of the maps entitled Courthouse, State Route 2 Corridor, and Lake Anna, as they exist in the current ordinance, and now includes Thornburg.

§3. That this ordinance is in force and effect upon adoption.

§4. That the map entitled Thornburg referenced in §1 and §2 is the following map:



(Ord. No. 24-3, 2-9-10, Ord. 24-___, __-__-19)

AYES: _____ NOES: _____ ABSTENTIONS: _____

ADOPTED: _____ REJECTED: _____ STRICKEN: _____

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Public Hearing to Amend County Code Chapter 4, Animals and Fowl, Article I, Section 4-1, and Article II, Section 4-21
Type:	Action, Public Hearing
Agenda Title:	Public Hearing to Amend County Code Chapter 4, Animals and Fowl, Article I, Section 4-1, and Article II, Section 4-21
Recommendation:	Adopt amendments and additions to County Code Chapter 4, Animals and Fowl, Article I, Section 4-1, and Article II, Section 4-21 to be in compliance with Virginia law.
Summary:	The proposed amendments will revise language pertaining to enforcement to comply with legal requirements, pursuant to the 2019 updates to the Code of Virginia.
Staff Contacts:	Captain Willie Tydings, Animal Control
Legal Counsel:	Jessica M. DesNoyer, Assistant County Attorney
Additional Background/Other Considerations:	Virginia Code § 3.2-6500, which defines terms concerning the comprehensive care of companion animals, has been amended as to the definitions of "adequate shelter" and "adequate space." The terms are also defined in Spotsylvania County Code, Chapter 4 (Animals and Fowl), Article I, Section 4-1; however, amendment is necessary to reflect the present statutory definition language in the Virginia Code as the County's ordinances must parallel the Virginia Code. Virginia Code § 3.2-6538, enabling localities to enact ordinances prohibiting people from allowing their dogs to run at large, has been amended to exempt dogs used for hunting. The proposed amendments amend the County's running at large ordinance to include the exemption for hunting and further clarify that

exemption for hunting means hunting as regulated and controlled by the Virginia Department of Game and Inland Fisheries (DGIF). Virginia Code § 3.2-6538 also required the ordinance to include a civil penalty for dogs running at large in a pack. To meet that requirement, the language of County Code, Chapter 4, Article I, Section 4-1 has been amended to define "running at large in a pack." Additionally, amendments are made to County Code, Chapter 4, Article II, Section 4-21, to reflect the aforementioned Virginia Code § 3.2-6538.

Consequence of Denial/Inaction:

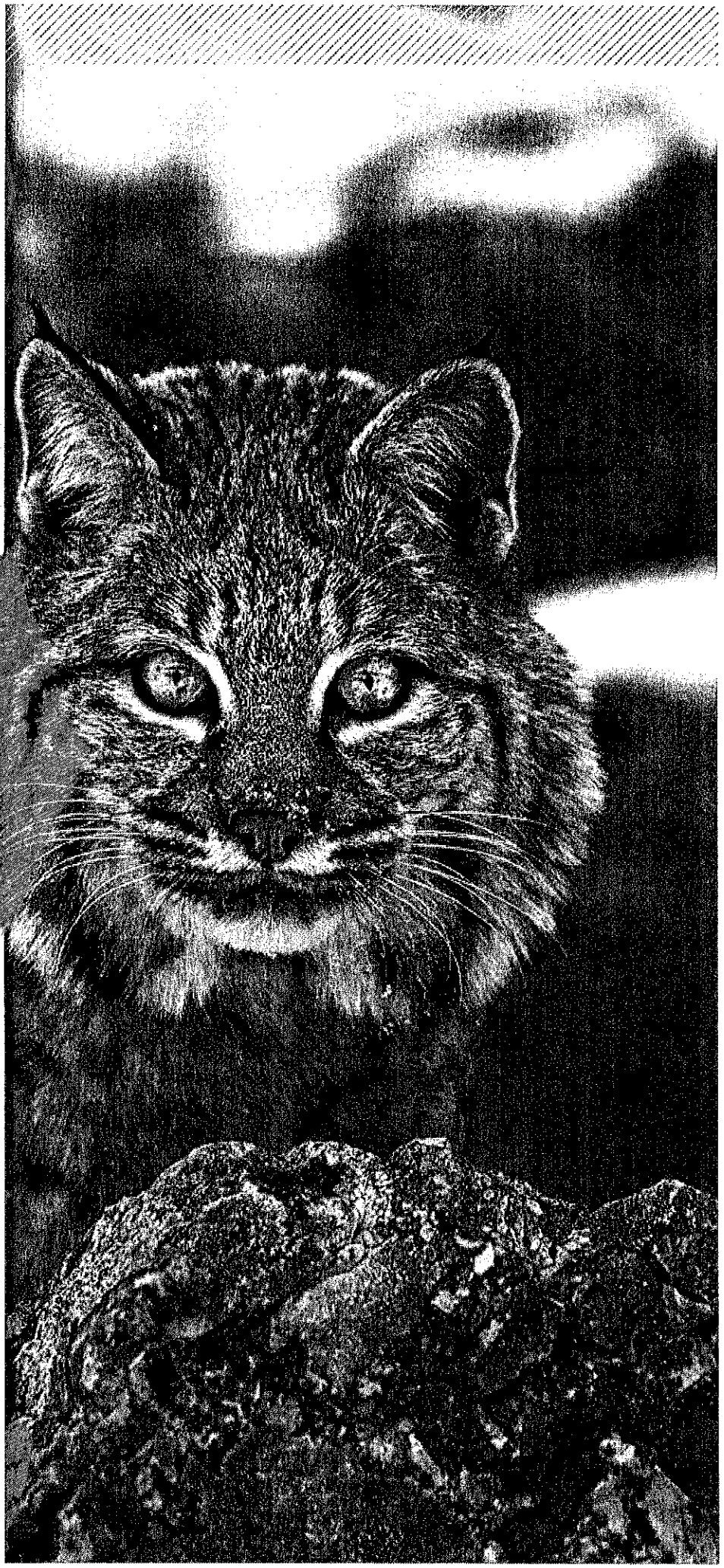
Failing to amend the County's Code would render those affected sections inconsistent with the Virginia Code, and local codes/ordinances are required to be consistent with the Constitution and laws of the Commonwealth. Also, outdated and inconsistent definitions and code provisions have the potential of negatively impacting the Sheriff's Department's ability to enforce the County Code.

ATTACHMENTS:

File Name	Description	Type
2019-2020_Virginia_Hunting_and_Trapping_Regulations_Digest_-_DGIF.pdf	2019-2020 Virginia Hunting and Trapping Regulations Digest - DGIF	Backup Material
Public_Hearing_Ad_-_Chapter_4_12.10.19.pdf	Public Hearing Ad	Backup Material
DRAFT_Ord_No_4-33_-_Amend_Sections_4-1_and_4-21_of_Chapter_4_Animals_and_Fowl.PDF	DRAFT Ord No 4-33 - Amend Sections 4-1 and 4-21 of Chapter 4 Animals and Fowl	Ordinance
Presentation_-_PH_Animals_and_Fowl.pdf	Presentation	Presentation

HUNTING &TRAPPING IN VIRGINIA

July 2019-June 2020



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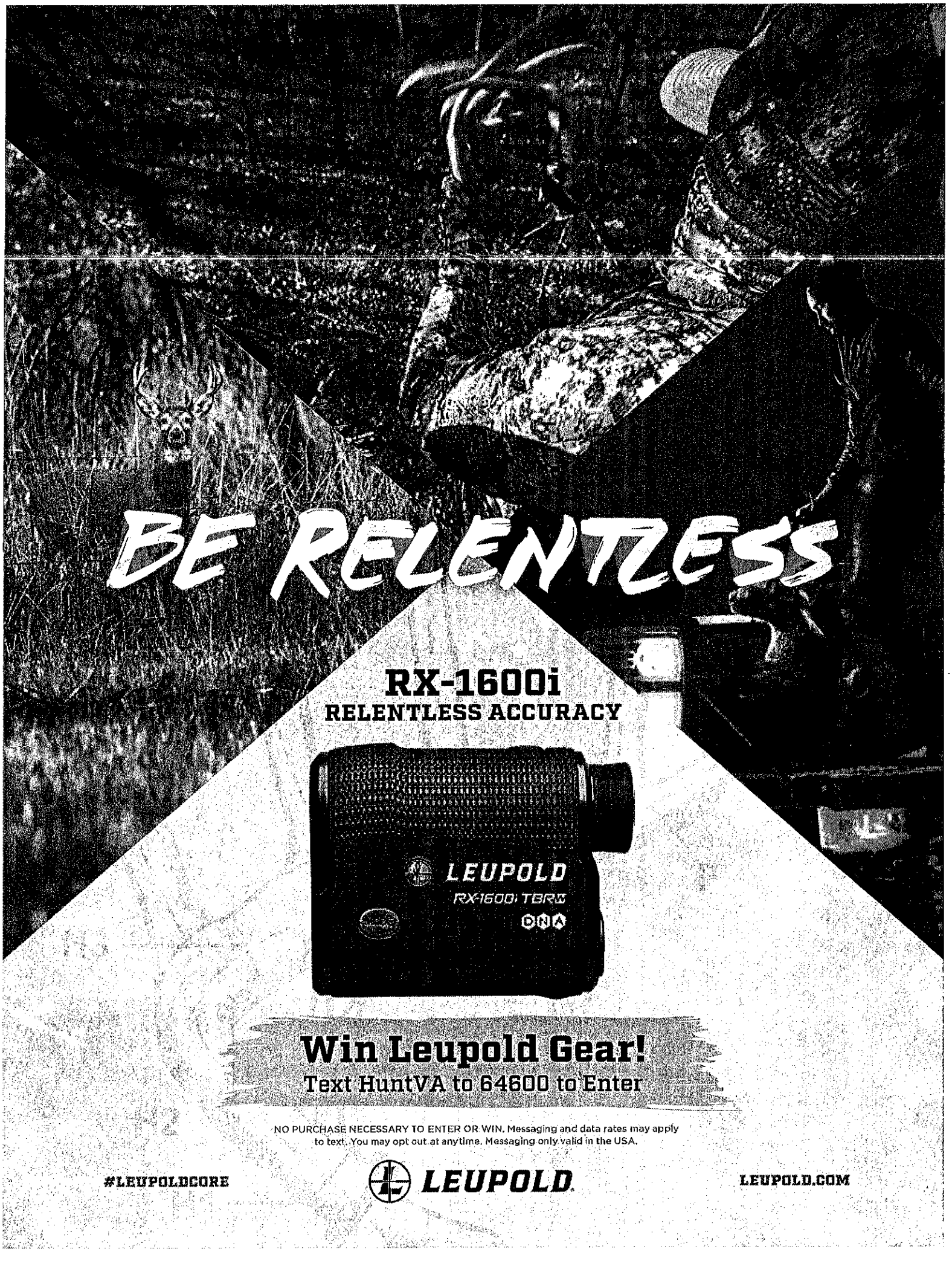
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July 2019-June 2020

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Gary Martel, *Acting Executive Director*

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Mission Statement
Conserve and manage wildlife populations and habitat for the benefit of present and future generations. Connect people to Virginia's outdoors through boating, education, fishing, hunting, trapping, wildlife viewing and other wildlife-related activities. Protect people and property by promoting safe outdoor experiences and managing human-wildlife conflicts.

The Department of Game and Inland Fisheries shall afford to all persons an equal access to Department programs and facilities without regard to race, color, religion, disability, national origin, sexual orientation, gender identity, age, political affiliation, or veteran's status. If you believe that you have been discriminated against in any program, activity, or facility, please write to: Virginia Department of Game and Inland Fisheries, Attn: Executive Director's Office, 7870 Villa Park Dr, Suite 400, P.O. Box 90778, Henrico, VA 23228.

On the Cover:
Bobcat, photo © Ron Salmon

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This booklet is for general information and contains information regarding programs, policies, regulations, rules, and fees of the Virginia Department of Game and Inland Fisheries (DGIF) current at the time of printing. Information may change after printing and any changes will supersede the information in this publication. DGIF's programs, policies, regulations, rules, or fees can be found at www.dgif.virginia.gov. Specific laws are found in the Code of Virginia (http://law.lis.virginia.gov/vacode) or the Game Department Regulation Manual (http://law.lis.virginia.gov/admincode/title4/agency15). For answers to specific questions about hunting and fishing, contact the Department of Game and Inland Fisheries office nearest you.

The sale of advertising paid a large portion of the cost of this publication. The Department of Game and Inland Fisheries neither endorses the products or services offered in the advertising, nor accepts any liability from the use of such products or services.

Meghan Marchetti / DGIF

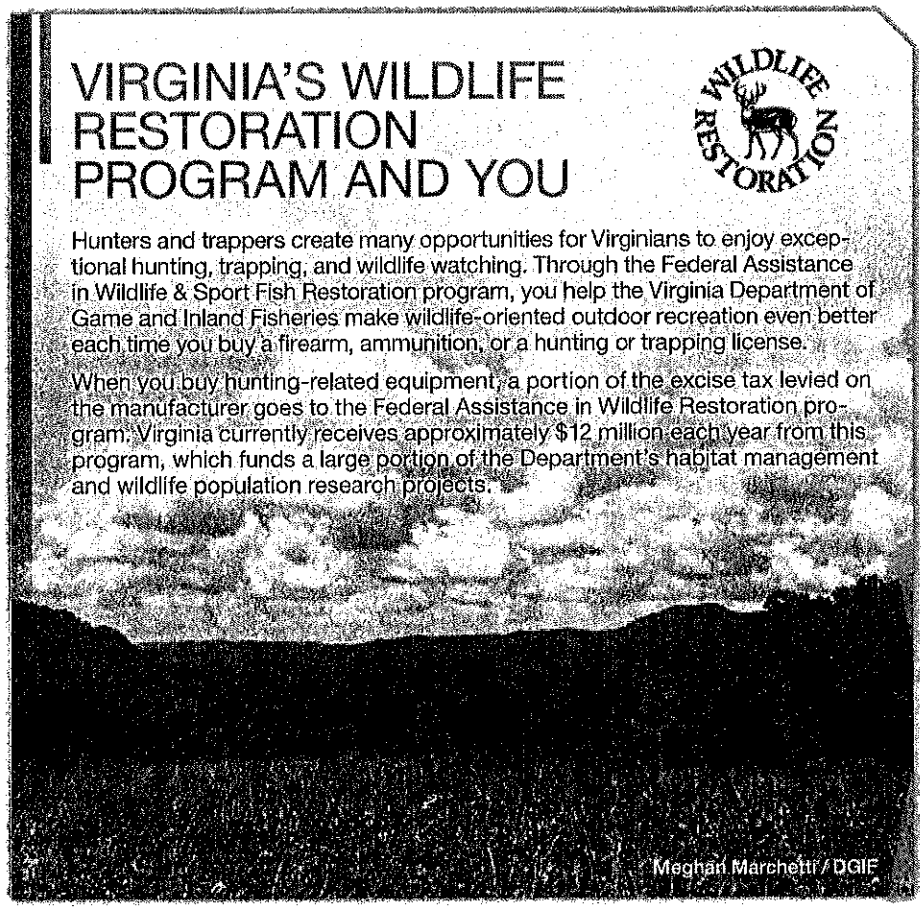
As I am writing this, we have just completed another spring turkey season. I was fortunate to begin the season with a youth hunter that I met through an essay contest for the Virginia One Shot Turkey Hunt in 2018. We were unsuccessful on the day of the event (an excited missed opportunity), but I was impressed by the young man, his desire to hunt and his attitude. When youth turkey weekend was approaching and I did not have a partner, I contacted his parents and we worked out the details to get together for the weekend. Luckily, the birds cooperated mid-afternoon and he harvested a mature Tom that strutted in around 5:00.

After 43 years of hunting spring turkeys in Virginia, this has been one of my favorites and I didn't even tag a bird. During the past generation, we have lost nearly 50% of hunters that we once had. If each one of us had nurtured and mentored one new hunter, our numbers would be the same. Two and we would have doubled. Historically hunters, anglers and boaters have been the backbone of wildlife conservation in this country providing billions of dollars for conservation. Our license and tax dollars have supported the recovery of numerous species and protected habitat for all wildlife.

Engaging people in the outdoors is a priority for DGIF and with the help of our new R3 initiative, we will be able to recruit, retain and reactivate people participating in outdoor activities like hunting, fishing, wildlife viewing, boating, and recreational shooting. As people today are spending less and less time outdoors, it is vitally important that DGIF engages new audiences and communicates the importance of mentorship with our current constituents. This year, DGIF will be launching a new Adult Hunting Mentor program that will match current hunters with new adult hunters who need help and more experience in the field. We have also developed a new Refer-A-Friend program to motivate current participants to introduce someone new to the outdoors.

Let us make it a priority to create a future in the outdoors. Take time to mentor someone and introduce him or her to the outdoors. I think you will find that it will be as enjoyable for you as it is for them.

Gary Martel, Acting Executive Director



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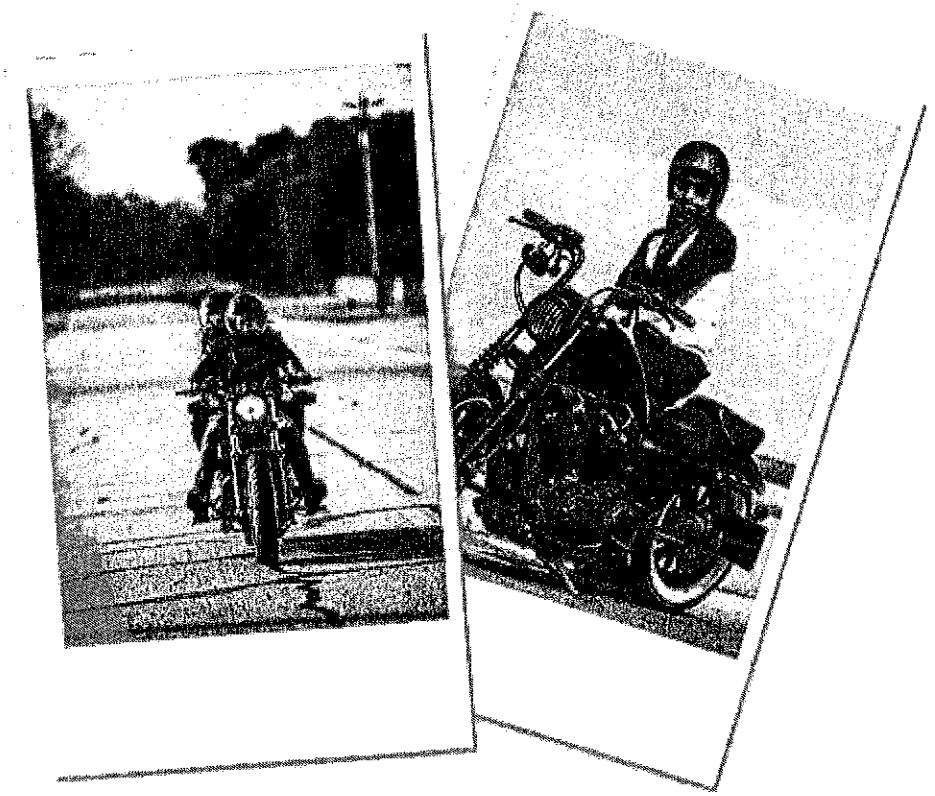

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CONTACT INFORMATION

Headquarters

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Henrico, VA 23228
(804) 367-1000; (804) 367-1278 V/TDD
Mailing Address:
P. O. Box 90778
Henrico, VA 23228-0778

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1132 Thomas Jefferson Road
Forest, VA 24551-9223
(434) 525-7522

Region 3
1796 Highway Sixteen
Marion, VA 24354
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Region 4
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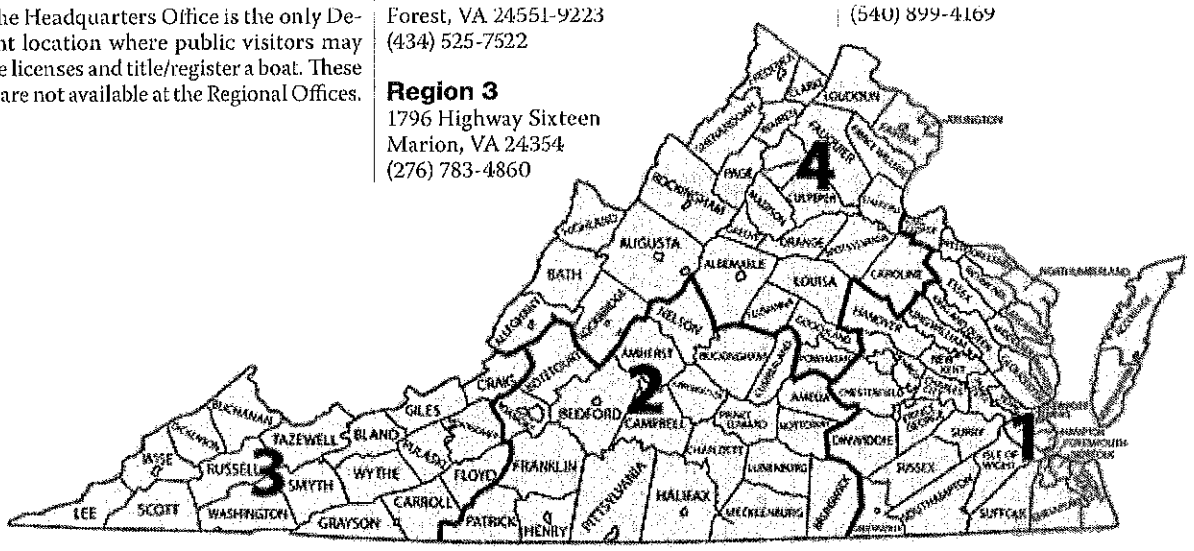
Verona, VA 24482
(540) 248-9360

1320 Belman Road
Fredericksburg, VA 22401
(540) 899-4169



Additional Contacts

Report Wildlife Violations Only
(800) 237-5712 or wildcrime@dgif.virginia.gov

Boating Registration/License Fees
(804) 367-1000

Checking-in Game
(866) GOT-GAME (866-468-4263)

Quota Hunts
www.gooutdoorsvirginia.com

Virginia Department of Forestry
Headquarters: (434) 977-6555
State Forest: (804) 492-4121 www.dof.virginia.gov/stateforest/recreation/hunting.htm

Department of Conservation and Recreation Reservation Center
www.dcr.virginia.gov
(800) 933-7275

USDA Wildlife Services
(804) 739-7739

U. S. Forest Service Supervisor George Washington and Jefferson Forest
www.fs.usda.gov/gwj
(540) 265-5100

U.S. Fish and Wildlife Service
(Federal wildlife inquiries only)
(804) 771-2883; (804) 771-2280

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3. We mail you BOTH a gift

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BIGGER • STRONGER • MORE STABLE

30", 5 DRAWER MECHANIC'S CARTS
- 15,000 cu. in. of storage
- 700 lb. capacity
- Weighs 139 lbs.

Customer Rating

SAVE $640

YOUR CHOICE OF COLOR! $189.99

COMPARE TO Snap-on BLUE-POINT MODEL: KRBC107BPBS $830

$229.99

Item 64031, 64033, 64059, 64721, 64722, 64720, 56429

60249824

LIMIT 1 • Coupon valid through 6/30/20*

SUPER COUPON

OVER 5,000 5 STAR REVIEWS

FREE
WITH ANY PURCHASE

SUPER BRIGHT LED /SMD WORK LIGHT/FLASHLIGHT
- Super-Strong, Ultra-Lightweight Composite Plastic
- Magnetic Base & 360° Swivel Hook for Hands-Free Operation
- 3 - AAA Batteries (included)
- 144 Lumens

ALL IN A SINGLE SUPER POWERFUL LIGHT

COMPARE TO PERFORMANCE TOOL MODEL: W2364 $13.52

ITEM 63878/63991 64005/69567/60566 63601/67227 shown

60244542

Cannot be used with other discounts or prior purchases. Original coupon must be presented. Valid through 6/30/20 while supplies last. Limit 1 FREE GIFT per customer per day.

SUPER COUPON

20% OFF
ANY SINGLE ITEM*

60248565

Limit 1 coupon per customer per day. Save 20% on any 1 item purchased. *Cannot be used with other discount, coupon or any of the following items or brands: Quick Track Club membership, Extended Service Plan and warranties, Gift Card, Harbor Freight Tool Sale Items, compressors, tool chests, safes, storage cabinets, chests or carts, trailers, welders, Admiral, Ames, Bauer, Central Machinery, Chicago Electric, Chicago Pneumatic, Eastwood, Franklin, Hercules, Hot, Hyster, Lynx, Pauton, Predator, Talbotton, Viking, Volcan, Zurich. Not valid on prior purchases. Non-transferable. Original coupon must be presented. Valid through 6/30/20.

HARDY — SUPER COUPON

POWDER-FREE NITRILE GLOVES PACK OF 100
- 5 mil thickness

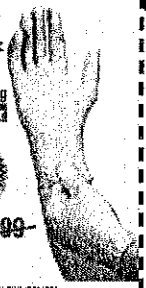
Customer Rating

SAVE 59%

NOW $5.99

COMPARE TO VENOM MODEL: VEN4145 $14.97

$7.99



ITEM 97581, 37050, 64417, 64418, 61363, 68497, 61360, 61359, 68496, 68496 shown

60249957

LIMIT 5 • Coupon valid through 6/30/20*

PREDATOR — SUPER COUPON

Customer Rating

2000 WATT SUPER QUIET INVERTER GENERATOR
- 12 hour run time

NOW $449.99

$499.99 SAVE $550

ITEM 62523

COMPARE TO HONDA MODEL: EU2000I $1,009

60253406

LIMIT 5 • Coupon valid through 6/30/20*

SUPER COUPON

GOOD	BETTER
CENTRAL PNEUMATIC	McGRAW
8 GALLON OIL-LUBE AIR COMPRESSOR	8 GALLON OIL-FREE AIR COMPRESSOR
125 PSI	150 PSI
RELATIVE TANK SIZE @ 125 PSI, 8 GALLONS	RELATIVE TANK SIZE @ 125 PSI, 13.7 GALLONS
STANDARD RUN TIME	UP TO 70%* MORE AIR TOOL RUN TIME*
4.6 SCFM @ 90 PSI AIR DELIVERY	4.1 SCFM @ 90 PSI AIR DELIVERY
88 dBA	85 dBA
Not available in AZ, OH, OK and VA.	*Based on other compressors in its class
Customer Rating	Customer Rating
$114.99 $139.99	$124.99 $149.99
SAVE $34 COMPARE TO HUSKY MODEL: 3008T6 $149	SAVE $34 COMPARE TO KOBALT MODEL: 300841 $159
ITEM 40400 95386/69667 68740 shown	ITEM 56269 64294 shown

60255328

LIMIT 1 • Coupon valid through 6/30/20*

60255910

LIMIT 1 • Coupon valid through 6/30/20*

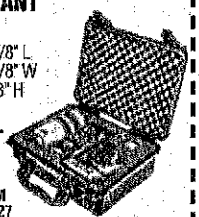
Apache MODEL 3800 — SUPER COUPON

ULTRA-LIGHT, CRUSH PROOF WEATHER-RESISTANT LOCKABLE CASE
- 14-7/8" L
- 10-5/8" W
- 6-1/8" H

Customer Rating

NOW $29.99

$39.99



COMPARE TO PELICAN MODEL: 1450 $194.10

SAVE $164

ITEM 63927

Case contents and locks not included.

60202951

LIMIT 3 • Coupon valid through 6/30/20*

SUPER COUPON

HEARING PROTECTOR

Customer Rating

NOW $8.99

$12.99

COMPARE TO DEWALT MODEL: DPG82-C $23.91

ITEM 64675

SAVE 62%

60264745

LIMIT 5 • Coupon valid through 6/30/20*

SUPER COUPON

20-60 x 60mm SPOTTING SCOPE WITH TRIPOD

Customer Rating

NOW $39.99

$49.99

COMPARE TO CELESTRON MODEL: 44503-ASST $72.99

SAVE 45%

ITEM 62774

60265210

LIMIT 3 • Coupon valid through 6/30/20*

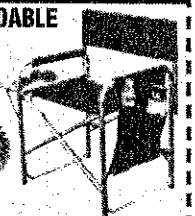
SUPER COUPON

HEAVY DUTY FOLDABLE ALUMINUM SPORTS CHAIR

$29.99

NOW $19.99

SAVE 50%



COMPARE TO COLEMAN MODEL: 2000020283 $39.99

ITEM 62314/63066/66383 shown

Customer Rating

60273356

LIMIT 4 • Coupon valid through 6/30/20*

luminar OUTDOOR — SUPER COUPON

250 LUMENS POP-UP LANTERN

Customer Rating

NOW $4.99

$6.99

COMPARE TO GO GREEN POWER $14.99

SAVE 66%

ITEM 64110

60273815

LIMIT 4 • Coupon valid through 6/30/20*

PITTSBURGH AUTOMOTIVE #1 SELLING JACKS IN AMERICA — SUPER COUPON

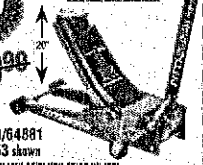
RAPID PUMP® 3 TON STEEL HEAVY DUTY LOW PROFILE FLOOR JACK
- Weighs 73 lbs.

Customer Rating

SAVE $100

NOW $79.99

$99.99



COMPARE TO TEQ CORRECT MODEL: T84001BZ $179.99

ITEM 64264/64266/64879/64881 61282/68049/62326/61253 shown

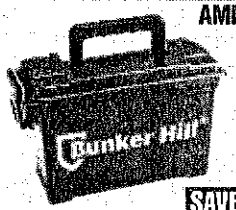
60280103

LIMIT 1 • Coupon valid through 6/30/20*

SUPER COUPON

AMMO DRY BOX

Customer Rating



NOW $3.99

$6.99

COMPARE TO RANGEMAXX MODEL: 1312-02 $9.99

SAVE 60%

ITEM 63135/61451 shown

60283204

LIMIT 5 • Coupon valid through 6/30/20*

COVERPRO — SUPER COUPON

10 FT. x 17 FT. PORTABLE GARAGE

Customer Rating

NOW $169.99

$199.99

COMPARE TO SHELTER LOGIC MODEL: 76977 $290.75

SAVE $120

ITEM 62859/63055/62860 shown

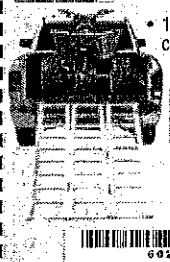
60285036

LIMIT 1 • Coupon valid through 6/30/20*

Haul Master — SUPER COUPON

TRI-FOLD ALUMINUM LOADING RAMP
- 1500 lb. capacity

Customer Rating



NOW $74.99

$99.99

SAVE $66

COMPARE TO REESE TOWPOWER MODEL: 74584700 $141.08

ITEM 69595/60334/90018 shown

60285878

LIMIT 1 • Coupon valid through 6/30/20*

CHICAGO ELECTRIC POWER TOOLS — SUPER COUPON

RECIPROCATING SAW WITH ROTATING HANDLE

Customer Rating

Blade sold separately.

COMPARE TO PORTER-CABLE MODEL: PCE350 $59.98

SAVE 66%

$29.99

NOW $19.99

ITEM 65570/61884/62370 shown

60287844

LIMIT 4 • Coupon valid through 6/30/20*

ENTECH — SUPER COUPON

Customer Rating

3-IN-1 PORTABLE POWER PACK WITH JUMP STARTER

NOW $49.99

$59.99

SAVE 44%

COMPARE TO SUPER START MODEL: 59001 $89.99

ITEM 38391/62376/64083/56349/62306 shown

60293482

LIMIT 3 • Coupon valid through 6/30/20*

SUPER COUPON

7 FT. 4" x 9 FT. 6" CAMOUFLAGE WEATHER RESISTANT TARP

Customer Rating

NOW $4.49

$5.99

SAVE 50%

COMPARE TO WEATHERMASTER $8.99

ITEM 61765/46411 shown

60296945

LIMIT 4 • Coupon valid through 6/30/20*

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*Original coupon only. No use on prior purchases after 30 days from original purchase or without original receipt. Valid through 6/30/20.

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WHAT'S NEW FOR 2019-2020

Bear

- Bears can now be checked through the electronic checking systems (page 26). Tooth submission is still required; instructions will be provided after a bear license is purchased, when a bear is checked, and online at www.dgif.virginia.gov.
- Albemarle, Amherst, Bedford, Frederick and Nelson counties have been added to the three day early open season (page 30).
- Firearms bear hunting season has been lengthened in all areas that had fewer than 6 weeks of open season (page 30).

Deer

- The deer bag limit on private lands west of the Blue Ridge Mountains is now two deer per day. Only one deer per day may be taken on National Forest lands, Department-owned lands, and Department-managed lands west of the Blue Ridge Mountains and on National Forest lands in Amherst, Bedford, and Nelson counties (page 32).
- Earn A Buck (EAB) has been initiated on private lands in Albemarle, Culpeper, Floyd, Franklin, Grayson, Hanover, Henrico, James City, Pulaski, Shenandoah, and York counties, and the number of antlerless deer necessary to meet EAB requirements on private lands in Clarke, Frederick, and Warren counties has increased (page 34).
- Full season either-sex deer hunting has been established during both the early and late muzzleloading seasons on private lands in Botetourt, Rockingham (east of Routes 613 and 731) and Wythe counties (page 37).
- Apprentice license holders are now included in the Youth Antlerless Deer Regulation (page 35).
- The Youth and Apprentice Antlerless Deer Regulation is now effective statewide, including Buchanan, Dickenson, and Wise counties. (page 35).
- The firearms deer season on private lands in western Amherst, Bedford, and western Nelson counties has been extended from two to four weeks in length (page 39).
- Firearms either-sex deer hunting days have been increased in Augusta (private lands), Campbell (west of Norfolk Southern Railroad), Charles City, New Kent, Page (private lands), Pittsylvania (west of Norfolk Southern Railroad), Powhatan, and Smyth (private lands) counties (page 38).
- A firearms either-sex deer hunting day (the last day) has been initiated on National Forest and Department-owned lands in Alleghany, Amherst, Augusta, Bath, Bedford, Botetourt, Frederick, Grayson, Highland, Nelson, Page, Roanoke, Rockbridge, Rockingham, Russell, Shenandoah, Smyth, Tazewell, Warren, and Washington counties (pages 38-39).

Chronic Wasting Disease

- Chronic Wasting Disease (CWD) has been discovered in Culpeper County. A second Disease Management Area, designated DMA2 and including Culpeper, Madison, and Orange counties, was created to implement management actions (pages 41-42).
- All deer killed in Culpeper, Madison, Orange, and Shenandoah counties on November 16, 2019, must be brought to a designated check station to be tested for CWD (see page 41). Mandatory CWD testing for deer harvested in Clarke, Frederick, or Warren counties will not occur in fall 2019.
- Transport of whole deer carcasses out of Culpeper, Madison and Orange counties is now prohibited (page 41).
- It is now illegal to import or possess whole deer carcasses and certain high-risk carcass parts originating from outside Virginia (page 41).
- Feeding of deer is now prohibited year round in Albemarle, Buchanan, Clarke, Culpeper, Dickenson, Fauquier, Frederick, Greene, Loudoun, Louisa, Madison, Orange, Page, Rappahannock, Rockingham, Shenandoah, Spotsylvania, Stafford, Warren, and Wise counties (towns and cities within included) (page 21).
- The Antler Point Restriction was removed in Rockingham and Shenandoah counties (page 33).

Turkey

- The early fall season will begin one week earlier than previous years.
- Fall hunting on the Wednesday before Thanksgiving was added statewide, except in 10 counties with the 2-week season and in areas where no fall hunting is permitted (page 44).
- To meet Wild Turkey Management Plan Goals to increase populations, the fall season was reduced from eight weeks to six weeks in 27 counties (page 44).
- The fall season was reduced from eight weeks to four weeks in four counties with declining turkey populations (Amelia, Dinwiddie, Greensville, and Powhatan) (page 44).
- Tazewell and Buchanan counties have new fall seasons (page 44).
- The Youth and Apprentice Hunter Weekend now starts on the second Saturday of October (October 12 and 13).

Dog Training

- Cavalier, Mattaponi, and White Oak WMAs have been added to the list of department-owned lands where bird dogs may be trained on wild quail from September 1st to the day prior to opening day of the quail hunting season (page 16).

Drones

- It is unlawful to use drones (unmanned aerial vehicles) to hunt, take, or kill a wild animal and to attempt to locate, surveil, aid, or assist in hunting a wild animal.

Public Lands

- Robert W. Duncan WMA (1,300 acres) and Mattaponi Bluffs WMA (470 acres) in Caroline County have been added to the Department's Wildlife Management Area system.

Trapper Identification Number

- Trappers may now use their Customer Identification Number (CID) to mark their traps instead of their name and address (page 52)

Quota Hunts

- Radford Army Ammunition Plant Deer Hunts, Series #211, are unavailable for the 2019 season (page 63).
- Multispecies (#308) and Spring Turkey (#413) have been added on Mattaponi Bluffs WMA.
- Apprentice Hunter Deer (#221) and Spring Turkey (#414) have been added for Hockley Experimental Forest in King & Queen County.
- Oakley Forest WMA is no longer managed through the quota hunt system. Hunting is open to the public, see website for details.
- Featherfin WMA multispecies hunt #302 is no longer managed through the quota hunt system. Hunting is open to the public.

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Game Check
Record & confirm your harvest wherever you are.

Mandatory Hunter Education

Hunter Education courses provide instruction in hunter safety, principles of conservation, and sportsmanship. There are two options for completing Hunter Education–Classroom with self study and Full Online Courses.

Classroom Course

Section 1 – Self-study.
Each student is required to study course material prior to the classroom session. Students must read the Today's Hunter Student Manual and complete the review exercises at the back of the book. The review exercises must be presented to the course instructor, or the student will not be certified. Student manuals may be obtained for free at DGIF headquarters or at any DGIF regional office or may be purchased by calling 1-800-830-2268. A free download of the manual is available at www.dgif.virginia.gov/hunting/education.

Section 2 – Classroom portion.
Students will focus on safety and ethics. A written test will be given at the end of the class. Test questions will cover material from the classroom portion and from the self-study material.

Courses are offered free of charge throughout the Commonwealth. For more information, go to the Hunter Education page on the DGIF website at www.dgif.virginia.gov/hunting/education or call the Hunter Education Office at (804) 367-2901 or (804) 367-1147.

Full Online Course

Hunters age 12 and over may also take hunter education completely online. There is a fee associated with this course. For more information, go to www.dgif.virginia.gov/hunting/education.

Hunter Education Requirements

You must complete an approved hunter education course and carry your card while hunting if either of the following apply:

- You are 12–15 years of age. (You must complete hunter education but you do not have to carry your card if accompanied and properly supervised by a licensed adult.)
- You are at least 16 years of age and you are hunting with your first hunting license.

Virginia accepts and recognizes all states' and countries' hunting licenses and official hunter education credentials for the purpose of complying with mandatory hunter education requirements. These may be in the form of an identification card or certificate.

Although it is recommended for all hunters, you are not required to complete hunter education if:

- You only hunt foxes with hounds while on horseback, but without firearms.
- You are exempt from the requirement to purchase a license.
- You are under the age of 12. However, you may not hunt unless accompanied and directly supervised by a licensed adult.
- You are hunting with an apprentice license. In that case you must be accompanied and directly supervised by an adult over the age of 18 who has, on his person, a valid Virginia hunting license. "Accompanied and directly supervised" means the adult maintains close visual and verbal contact with, provides adequate direction to, and can immediately assume control of the firearm from the apprentice hunter. When buying a hunting license, the apprentice hunting license cannot be used as proof of previously purchasing a hunting license.

If you purchase an apprentice hunting license and then complete hunter education, you may use the apprentice license as a basic license to hunt until it expires. You will not need supervision unless otherwise required by law to be supervised, such as in the case of hunting on a youth/apprentice hunting weekend. You must carry proof of hunter education while hunting unsupervised with an apprentice license.

Hunter Skills Weekends

Virginia Hunter Skills Weekends are offered each year near Appomattox, VA through a partnership program between the Virginia Hunter Education Association, the Virginia Department of Game and Inland Fisheries, and Holiday Lake 4-H Educational Center. These affordable educational programs are open to ages 11–90+ (children under 18 must attend with a parent). A variety of instructional courses provide skill development for new and seasoned hunters alike. They include firearms, archery, survival, game cooking, tree stand safety, and a variety of hunting techniques. Completion of a Hunter Education course is preferred but not required. For more information on registration fees and dates visit www.holidaylake4h.com, or call Holiday Lake at (434) 248-5444.

Q: How do I get a replacement Hunter Education card?

A: Go to www.ilostmycard.com or call 800-830-2268.

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NO COMPROMISES

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804.639.0600

Every person who is required to have a license must carry such license and shall show the license immediately upon request of any officer whose duty it is to enforce the game and inland fish laws, or upon the demand of any owner or lessee, or any employee or representative of such owner or lessee, upon whose land or water such person may be hunting, trapping, or fishing. Any person who is required to carry certain hunting, trapping, or fishing licenses or a hunter education certificate on their person can meet the requirement by carrying an electronic copy of the relevant license or certificate. We recommend the electronic carrying of licenses through the use of our App, see page 6. Electronic carry does not require a signature.

Residency Qualifications

- Persons who have been a bona fide resident of the city, county, or state for six consecutive months immediately preceding the date of purchasing a license.
- Persons who have been domiciliary residents of the state for at least two months upon approval of a completed affidavit to be furnished by the Department.
- Legal voters in Virginia.
- Any member of the armed forces of the United States, or a member of the immediate family of such a member as defined in § 2.2-3101, upon execution of a certificate of residence if the member (i) resides in the Commonwealth, (ii) is on active duty, and (iii) is stationed at a military installation within, or in a ship based in, the Commonwealth.
- Students (including nonresident students boarding on campus) residing in Virginia who are enrolled in bona fide Virginia schools.
- Any unnaturalized person who owns real estate in the county or city and who has actually resided there not less than five years preceding the date of the application for the license in the county or city.

License Exemptions

All persons, except those listed below, must purchase the proper licenses before hunting or trapping. Where exempt, the exemption means the individual is exempt from the basic hunting license; bear license, deer/turkey license, archery license; muzzleloading license; trapping license; and Virginia Migratory Waterfowl Conservation Stamp. All seasons, bag limits, and checking requirements apply.

- Resident or nonresident landowners, their spouses, their children and grandchildren and the spouses of such children and grandchildren, or the landowner's parents, resident or nonresident, do not need a license to hunt, trap or fish (on inland waters) within the boundaries of their own lands.
- Tenants, on the land they rent and occupy, are not required to have a license, but must have the written permission of the landowner. Persons who lease property and do not permanently reside there are not exempt from license requirements.
- Residents, 65 years of age and over, do not need a license to hunt or trap on private property in their county or city of residence.
- Resident hunters under the age of 12 are not required to have a hunting license or hunter education. Nonresident hunters under the age of 12 need a hunting license but do not need hunter education to purchase one. All hunters under the age of 12 may not hunt unless accompanied and directly supervised by a licensed adult.
- Residents under the age of 16 are not required to have a license to trap when accompanied by any person 18 years of age or older who possesses a valid Virginia trapping license.
- Any person who is not hunting, but is aiding a disabled person to hunt when such disabled person possesses a valid Virginia Disabled Resident Lifetime hunting license or a Virginia Resident Disabled Veteran Lifetime license is not required to have a license.
- Any Indian who "habitually" resides on an Indian reservation or a member of the Virginia-recognized tribes who resides in the Commonwealth is not required to have a hunting or trapping license; however, such Indian must have on his person an identification card or paper signed by the chief of his tribe, a valid tribal identification card, written confirmation through a central tribal registry, or certification from a tribal office.
- Stockholders owning 50 percent or more of the stock of any domestic corporation owning land in Virginia, his or her spouse and children and minor grandchildren, resident or nonresident, do not need a license to hunt, trap and fish within the boundaries of lands and inland waters owned by the domestic corporation.

Q: If you buy the apprentice license do you still need to buy a Bear License or Deer/Turkey License, etc?

A: Yes, the apprentice license is in place of the basic hunting license. Any additional licenses, stamps, or permits would still be required.

Which Licenses Do I Need?

To hunt in Virginia, a resident or nonresident hunting license is required, unless you are license exempt. Other licenses, permits, or stamps may also be required depending on species hunted and location of hunt. Before purchasing a hunting license or permit, make sure you understand what qualifies as a Virginia residency, that you really need a license or permit based on the exemptions, and you have met the hunter safety requirements.

To Hunt Small Game

A hunting license is required. A National Forest Permit or State Forest Use Permit may also be required.

To Hunt Dove, Woodcock, Snipe, or Rail

A hunting license and HIP authorization are required. Register for HIP online at www.gooutdoorsvirginia.com or call (888) 788-9772. A National Forest Permit or State Forest Use Permit may also be required.

To Hunt Bear, Deer, or Turkey

A bear license and/or a deer/turkey license is required in addition to a hunting license. (These licenses are valid from July 1–June 30 only.) A National Forest Permit, State Forest Use Permit, or Bonus Deer Permits may also be required.

To Hunt With Archery Tackle

An archery license is required in addition to a hunting license when using archery tackle during a designated archery season for bear, deer, turkey and bobcat. A bear license, deer/turkey license, National Forest Permit, State Forest Use Permit, or Bonus Deer Permits may also be required.

To Hunt With a Muzzleloader

A muzzleloading license is required in addition to the hunting license if hunting with a muzzleloading firearm during a designated muzzleloader deer or bear season. A bear license, deer/turkey license, National Forest Permit, State Forest Use Permit, or Bonus Deer Permits may also be required.

If hunting with archery tackle or muzzleloading rifle during any firearms deer season, you do not need an archery or muzzleloading license.

To Trap

- A trapping license is required to trap. A National Forest Permit or State Forest Use Permit may also be required

To Hunt Waterfowl

- A hunting license, Federal Duck Stamp, Virginia Migratory Waterfowl Conservation Stamp and HIP authorization are required. Register for HIP online at www.gooutdoorsvirginia.com or call (888) 788-9772. A National Forest Permit or State Forest Use Permit may also be required.

Apprentice Hunting License

The apprentice hunting license is a one-time purchase and serves as a first-time Virginia resident or nonresident hunting license and is good for two years. Previous Virginia hunting license holders are not eligible to purchase an apprentice license. Apprentice license holders have two years to take an approved Hunter Safety course.

The apprentice license holder must be accompanied and directly supervised by an adult over the age of 18 who has, on his person, a valid Virginia hunting license. "Accompanied and directly supervised" means the adult maintains close visual and verbal contact with, provides adequate direction to, and can immediately assume control of the firearm from the apprentice hunter. When buying a hunting license, the apprentice hunting license cannot be used as proof of previously purchasing a hunting license.

However, if you purchase an apprentice hunting license and then complete hunter education,you may use the apprentice license as a basic license to hunt until it expires. You will not need supervision unless otherwise required by law to be supervised, such as in the case of hunting on a youth/apprentice hunting weekend. You must carry proof of hunter education while hunting unsupervised with an apprentice license.

Replacement Licenses

If you purchased a license from a retail license agent, online, or by phone you can visit www.gooutdoorsvirginia.com, select "Manage Your Account" and reprint your license anytime. You can also visit any retail license agent that sells hunt/fish licenses or call the Headquarters office at (804) 367-1000 during normal business hours.

Q: If you turn 16 after you purchase a junior license is it still good or do you need to purchase another license for 16 and older?

A: Your license is good until it expires.

Where to Get a License

Online:

www.gooutdoorsvirginia.com

- **Create Your Customer Account:** The new Go Outdoors Virginia site allows you to create a unique customer account to access licenses and products that apply to you based on age and residency.
- **Existing Customers:** Log in using your date of birth and either your DGIF Customer ID or your previous year's DGIF license number and license year.

Select the license(s) you want, pay with your credit card and print your license if needed.

In Person:

Sold by some clerks of the Circuit Court and hundreds of license agents around the state. Not sold at Department regional offices.

To find a license agent visit: https://license.gooutdoorsvirginia.com/Licensing/LocateAgent.aspx

By Phone/Mobile Phone:

(804) 367-1000 during regular business hours, or use your GoOutdoors Virginia mobile app.

License Fees (Issuance fee is included in all prices.)

Resident and nonresident licenses are valid for one year from the date of purchase except the bear license, deer/turkey license, and the Virginia migratory waterfowl conservation stamp (which are valid July 1-June 30 only), the apprentice hunting license (valid for 2 years from date of purchase), and lifetime licenses. The bear license and deer/turkey license that are part of a package (e.g. Sportsman's License or combo licenses) are also only valid July 1–June 30. For information on Hunter Education requirements, see page 7 in this digest or go to www.dgif.virginia.gov/hunting/education. **It is unlawful to alter, change, borrow, or lend a hunting license or permit.**

For Legacy, Lifetime, and Veterans Lifetime Licenses and information please see page 13.

Resident Hunting Licenses

LICENSE	FEE
Resident Sportsman's License (age 16 and older)	$100.00
Includes hunting license, bear license, deer/turkey license, archery license, muzzleloading license, freshwater fishing license, and trout license.	
Resident Hunting License* (age 16 and older)	
1-year license	$23.00
2-year license	$44.00
3-year license	$65.00
4-year license	$86.00
Resident County or City Hunting License* (age 16 and older)	$16.00
For county or city of residence only.	
Resident Apprentice Hunting License*	$11.00
Valid for 2 years from date of purchase.	
Resident Senior Citizen Hunting License* (age 65 and over)	$9.00
Resident Annual Hunting License for 70 Percent or Greater Service-Connected Partially Disabled Veterans	
Resident Veterans rated 70% or greater service-connected by the U.S. Dept. of Veterans Affairs Administrative Office may apply for a discounted annual hunting license,. Please note this license does not include bear, deer/turkey, archery, muzzleloading or other applicable licenses, stamp, and/or permits. Please visit www.dgif.virginia.gov for application, instructions, and prices. Applications may be mailed or brought into our Henrico office location only.	
Resident Junior Hunting License* (age 12 to 15; optional for under 12 years old)	$8.50
Resident Youth Combination Hunting License (age 12 to 15)	$16.00
Includes hunting license, bear license, deer/turkey license, archery license, and muzzleloading license.	
Resident Fox Hunting License	$23.00
To hunt foxes on horseback with hounds without firearms. Not required of an individual holding a basic license to hunt.	

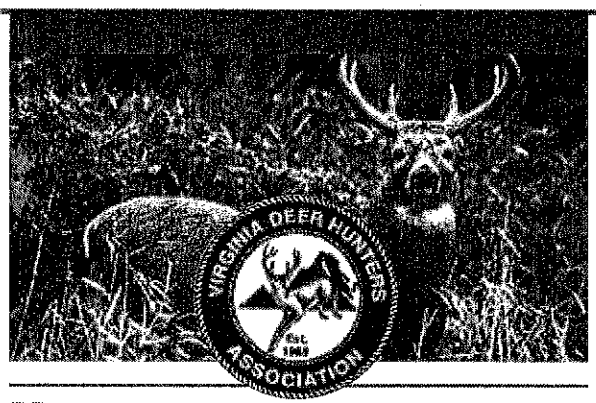
*** Annual bear license, deer/turkey license and all applicable licenses, stamps, or permits are required in addition to this license.**

One or more of the following may be required in addition to a resident hunting license.

LICENSE	FEE
Resident Bear License	$21.00
Resident Junior Bear License (ages 12-15)	$6.50
Resident Deer/Turkey License (age 16 and older)	$23.00
Not required if a senior citizen's lifetime license was purchased before July 1, 1988. Not required for holders of Service-Connected Totally and Permanently Disabled Resident Veteran Lifetime License. Valid July 1 through June 30 only.	
Resident Junior Deer/Turkey License (age 12 to 15)	$8.50
Valid July 1 through June 30.	
Resident Archery License	$18.00
Resident Muzzleloading License	$18.00

Nonresident Hunting Licenses

LICENSE	FEE
Nonresident Hunting License* (age 16 and older)	$111.00
Nonresident 3-Day Hunt License* (age 16 and older)	$60.00
Must be 3 consecutive days.	
Nonresident Apprentice Hunting License*	$21.00
Valid for 2 years from date of purchase.	
Nonresident Annual Hunting License for 70% or Greater Service-Connected Partially Disabled Veterans and Service-Connected Totally and Permanently Disabled Veterans	
Nonresident Veterans rated 70% or greater or as Total and Permanent Service-Connected by the U.S. Dept. of Veterans Affairs Administrative Office may apply for a discounted annual hunting license by application only. Please note this license does not include bear, deer/turkey, archery, muzzleloading or other applicable licenses, stamp, and/or permits.	
Special Annual Basic Freshwater Fishing & Hunting Licenses for Partially Disabled Veterans or Special Annual Basic Freshwater Fishing & Hunting License for Nonresident Totally and Permanently	
Please visit www.dgif.virginia.gov for applications listed above, instructions, and prices. Applications may be mailed or brought into our Henrico office location only.	
Nonresident Junior Hunting License* (under age 12)	$13.00
Nonresident Junior Hunting License* (age 12 to 15)	$16.00
Nonresident Youth Combination Hunting License (under age 16)	$31.00
Includes hunting license, bear license, deer/turkey license, archery license, and muzzleloading license.	



VIRGINIA DEER HUNTERS SCHOLARSHIP PROGRAM

One $2,500 Scholarship

Five $1,000 Scholarships

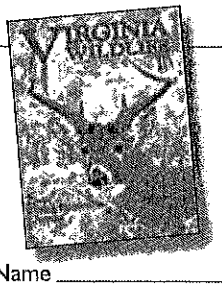
For the Study of
• Forestry • Conservation and White-Tailed Deer Management
• Conservation Law and Law Enforcement
• VDGIF Internships

All accredited Community College, Undergraduate, Graduate and Certificate Programs Eligible

If you wish to donate to the scholarship fund or For details and application visit us on

www.virginiadeerhunters.org

Deadline to Apply: May 29, 2020



Bag a Deal!

Only $10.00 (6 issues)

☐ New ☐ Renewal

Name _____

Address _____

City _____

State _____ Zip _____

Return form with check payable to: Treasurer of Virginia
Send to: Virginia Wildlife, P.O. Box 90778, Henrico, VA 23228

Sorry, no foreign delivery J19H

Coming September 1

Only $12.95

Order at www.shopdgif.com

LICENSE	FEE
Nonresident Fox Hunting License	$111.00
To hunt foxes on horseback with hounds without firearms. Not required of an individual holding a general license to hunt.	
Nonresident Foxhound Training Preserve License	$18.00
To hunt within the boundaries of a licensed foxhound training preserve, in lieu of other required licenses.	
Nonresident Hunting Preserve License	$23.00
To hunt within the boundaries of a licensed shooting preserve, in lieu of other required licenses.	

*** Annual bear license, deer/turkey license and all applicable licenses, stamps, or permits are required in addition to this license.**

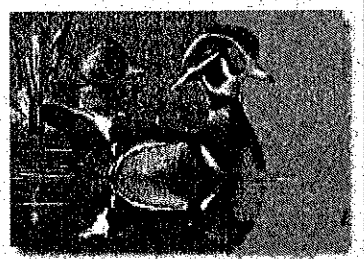
One or more of the following may be required in addition to a nonresident hunting license.

LICENSE	FEE
Nonresident Bear License	$151.00
Nonresident Deer/Turkey License Valid July 1 through June 30.	
Age 16 and older	$86.00
Age 12 to 15	$16.00
Under age 12	$13.00
Nonresident Archery License	$31.00
Nonresident Muzzleloading License	$31.00

FEDERAL ELECTRONIC OR "E-STAMP" DUCK STAMP PROGRAM

A Federal Duck Stamp is required for all persons 16 years and older in order to hunt waterfowl. A convenient online option is available whereby hunters can obtain an E-stamp for $27.50. The E-stamp is valid immediately following the purchase and for up to 45 days. The actual Federal Duck Stamp will be mailed to the customer within 45 days and must be signed and carried thereafter while hunting waterfowl. Waterfowl hunters can still purchase their Federal Duck Stamp at some U.S. Post Offices at a cost of $25.00.

To obtain the E-stamp Federal Duck stamp go to the Department's website (www.goutdoorsvirginia.com) and click on hunting and fishing licenses or visit one of over 800 license agents throughout the Commonwealth.



2019-2020 Federal Duck Stamp artwork by Scot Storm.

Trapping Licenses

One or more of the following is required to trap. Other licenses or permits may also be required.

LICENSE	FEE
County or City Resident Trapping License	$21.00
For county or city of residence.	
Resident Trapping License	
1-year license	$46.00
2-year license	$90.00
3-year license	$134.00
4-year license	$178.00
Resident Junior Trapping License (under age 16)	$11.00
Resident Senior Citizen Trapping License (age 65 and over)	$9.00
Nonresident Trapping License	$206.00

Miscellaneous Licenses, Permits, and Stamps

One or more of the following may be required in addition to a hunting license.

PERMITS	FEE
Resident Bonus Deer Permit (6 antlerless tags)	$18.00
See page 32 for more information.	
Nonresident Bonus Deer Permit (6 antlerless tags)	$31.00
See page 32 for more information.	
National Forest Permit	$4.00
To hunt and trap within National Forest. Not required of residents under the age of 16 to trap or residents who have an annual senior citizen hunting license ($9.00) or a senior lifetime license issued before 7/1/88. For fishing in the National Forest this permit is required in addition to other fishing licenses (exceptions: residents under 16 and over 65, nonresidents under 16).	
Virginia State Forest Use Permit (age 16 or older)	$16.00
Allows hunting, trapping, fishing, mountain biking, and horse riding. No motorized vehicles on gated roads/trails (open or closed). Sold in cooperation with the Virginia Department of Forestry.	
Public Access Lands for Sportsmen (PALS)	$18.00
See page 57 for more information.	
Access Permit (see page 54 for permit requirements)	$4.00 per day / $23.00 per year
Daily group rates are available. For more information go to: www.dgif.virginia.gov/access-permit	

STAMPS	FEE
Federal Migratory Duck E-Stamp	$27.50
To take migratory waterfowl; required of persons 16 years of age and over in addition to hunting license. Valid July 1 through June 30. See below.	
Virginia Migratory Waterfowl Conservation Stamp	$10.00
Required of persons 16 years of age and older, unless license exempt. Valid July 1 through June 30.	

LIFETIME AND SPECIAL ANNUAL LICENSES

Legacy Lifetime

- Available to Virginia residents and non-residents under the age of 2 years upon date of application receipt to Department of Game and Inland Fisheries.
- The legacy hunting lifetime license is valid until the individual's 12th birthday at which time they must complete an approved hunter education course or equivalent, then transfer the legacy to a regular hunting lifetime at no additional charge.

Lifetime

- Virginia resident and non-residents lifetime licenses available.
- Virginia residents may purchase their lifetime licenses online through www.gooutdoorsvirginia.com provided their Virginia residency status can be verified through Virginia DMV.
- The lifetime hunting license equals the state hunting licenses; all other applicable licenses, stamps, or permits are required in addition to this license.
- Resident Junior Lifetime Hunting license is available to Virginia residents under the age of 12. This license will expire on their 12th birthday, and is transferable when they complete and submit the Youth Hunter Education Compliance form and a copy of their Hunter Safety or equivalent completed certificate.

Veteran Total and Permanent Service-Connected Lifetime

- Virginia residents who are rated as total and permanently service-connected disabled by the U.S. Veterans Administration office may apply for this lifetime license(s).
- The Veteran lifetime hunting license includes small game state hunting, bear, deer/turkey, archery, muzzleloading. All other applicable licenses, stamps, or permits are required in addition to this license.

Please visit www.dgif.virginia.gov for applications, prices, and further instructions when applying for a lifetime license.

Hunting Hours

(See page 72 for sunrise-sunset table)

- One-half hour before sunrise to one-half hour after sunset for nonmigratory birds and game animals except during spring turkey season.
- One-half hour before sunrise until 12 noon during spring gobbler season, except the last 13 days when the hunting hours are 1/2 hour before sunrise until sunset.
- One-half hour before sunrise to sunset for Youth/Apprentice Spring Turkey Hunting Weekend.
- Hours for bear hound training season are from 4:00 a.m. to 10:00 p.m daily, including Sundays.
- Bobcats, foxes, raccoons, and opossums may be hunted by day or night during authorized seasons.
- Nuisance species may be taken day or night.

Sunday Hunting

Hunting is allowed on Sundays under the following circumstances:

- Any landowner or member of his family or any person with written permission from the landowner may hunt on the landowner's property on Sunday, except within 200 yards of a place of worship or any accessory structure thereof.
- Hunting for waterfowl (ducks, coot, geese, brant, and swan) and rails (including gallinules and moorhens) is allowed on Sundays (on private lands and on public lands as permitted by the landowner) subject to geographical limitations established by the Director of the Department and except within 200 yards of a house of worship or any accessory structure thereof.
- Hunting is permitted on licensed hunting (shooting) preserves.
- Raccoons may be hunted on Sunday.

Other than these exceptions and other allowances that had been made specifically by law in the past, it will continue to be **unlawful to hunt or kill any wild bird or wild animal, including any nuisance species, with a gun, firearm, or other weapon on Sundays. It will also continue to be unlawful to hunt or kill any deer or bear with a gun, firearm, or other weapon with the aid or assistance of dogs on Sundays.**

Blaze Colored Requirements

When hunting any species during a firearms deer season and on youth/apprentice deer hunting weekend:

- Every hunter (see exceptions below), or persons accompanying a hunter, shall wear a solid blaze colored (blaze orange or blaze pink) hat or solid blaze colored upper body clothing that is visible from 360 degrees or display at least 100 square inches of solid blaze colored material at shoulder level within body reach and visible from 360 degrees.
- Hats may have a bill or brim color or design other than solid blaze color. Hats shall not be in "camo" style, since the latter is designed to prevent visibility. A logo, which does not detract from visibility, may be worn on a blaze colored hat.
- Hunters using an enclosed ground (pop-up, chair, box, etc.) that conceals them from view shall display at least 100 square inches of solid blaze colored material, visible from 360 degrees attached to or immediately above the blind. This blaze color is in addition to any worn on the hunter's person.

During the muzzleloader seasons for hunting deer with a muzzleloading firearm, every muzzleloader deer hunter and every person accompanying a muzzleloader deer hunter shall wear solid blaze colors as specified above except when they are physically located in a tree stand or other stationary hunting location.

Exceptions

- Blaze colored clothing is not required of waterfowl hunters, dove hunters, individuals participating in hunting dog field trials, and fox hunters on horseback without firearms.
- Hunters hunting with archery tackle during an open firearms deer season in areas where the discharge of firearms is prohibited by state law or local ordinance are exempt from the blaze color requirement.
- Other than muzzleloader deer hunters, blaze colored clothing is not required of any hunters hunting during the muzzleloader deer seasons.

Definitions

Archery Tackle
As used in this digest, archery tackle includes longbow, recurve bow, compound bow, slingbow, and crossbow.

Arrowgun
A pneumatic-powered air gun that fires an arrow. Explosive propellant arrowguns may not be used for hunting in Virginia.

Bait
Bait shall mean any food, grain, or other consumable substance that could serve as a lure or attractant; however, crops grown for normal or accepted agriculture or wildlife management purposes, including food plots, shall not be considered as bait.

Blaze Colored
The term "blaze colored" in reference to clothing or other items required for specific safe hunting practices shall be one of two colors: 1) solid blaze orange means a safety orange or fluorescent orange hue, or 2) solid blaze pink means a safety pink or fluorescent pink hue.

Dismal Swamp Line
Beginning at a point on Rt. 10 where it intersects the Isle of Wight County line, then along this highway to its intersection with the corporate limits of Suffolk, then through Suffolk to its intersection with Rt. 642 (White Marsh Road) and then along this highway in a southwest direction to Rt. 604 (Desert Road), and then southerly along this highway to the North Carolina state line.

Drone
An unmanned aerial vehicle, aircraft, or similar device, guided by remote control or onboard computers.

Furbearer Species
Furbearer means beaver, bobcat, fisher, fox, mink, muskrat, opossum, otter, raccoon, skunk, and weasel.

Game Animal
Game animal means bear, bobcat, deer, elk, fox, rabbit, raccoon, and squirrel.

Hunting and Trapping
The act of or the attempted act of taking, hunting, trapping, pursuing, chasing, shooting, snaring, or netting birds or animals, and assisting any person who is doing the same, regardless of whether birds or animals are actually taken.

Loaded Arrowgun
Defined as an arrowgun that has an arrow or bolt inserted on the arrow rest or barrel.

Loaded Crossbow
Defined as a crossbow that is cocked and has either a bolt or arrow engaged or partially engaged on the shooting rail or track of the crossbow, or with a "trackless crossbow" when the crossbow is cocked and a bolt or arrow is nocked.

Loaded Muzzleloader
A muzzleloading firearm is considered "loaded" when the muzzleloader is capped, or has a charged pan, or has a primer or battery installed in the firearm.

Loaded Firearm
Defined as a firearm in which ammunition is chambered or loaded in the magazine or clip and is engaged or partially engaged in a firearm.

Nonmigratory Game Birds
Nonmigratory game bird means grouse, pheasant, bobwhite quail, and turkey.

Migratory Game Birds
Migratory game birds means species of waterfowl (ducks, geese, brant, swans and mergansers) and webless species (coots, doves, gallinules, moorhens, rails, snipe, and woodcock).

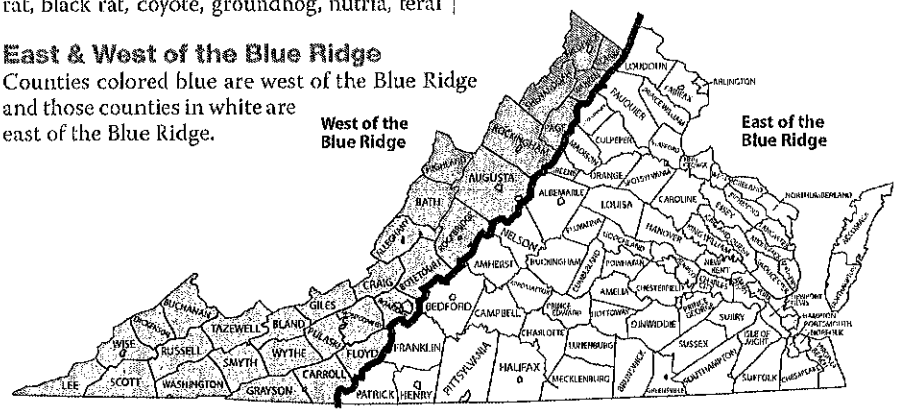
Nuisance Species
The following animals: house mouse, Norway rat, black rat, coyote, groundhog, nutria, feral hog, European starling, English sparrow, mute swan, and pigeon (rock dove) are designated as nuisance species and may be taken at any time by use of a firearm or other weapon (unless prohibited by local ordinances, see page 22) and on some public lands during certain time periods (see National Forest-Game Department Regulations page 57).

Other Wildlife
It is unlawful to take, possess, transport, release, or sell all other wildlife species not classified as game, furbearer, or nuisance, unless otherwise specifically permitted by law or regulation.

Route 29 Line/Amherst County
The Route 29 "line" in Amherst County is defined as Business U.S. 29 from the James River to its intersection with U.S. 29 just south of the town of Amherst continuing north on U.S. 29 to the Tye River.

Hunting Weapon
Is any weapon allowable for hunting as defined in 29.1-519 of the Code of Virginia.

East & West of the Blue Ridge
Counties colored blue are west of the Blue Ridge and those counties in white are east of the Blue Ridge.



VIRGINIA WILDLIFE CRIME LINE

Since its inception in October 1986, the Virginia Wildlife Crime Line has become a valuable tool in the enforcement of the Commonwealth's game, fish, and boat laws. As awareness of this program increases, so do the number of calls to report violations. The program has generated thousands of reported wildlife crime tips that have resulted in over a thousand arrests and over $80,000 in approved rewards. Reward payments are approved and funded through the Virginia Sportsman Reward Fund, Inc. Their mission is to promote the enforcement of hunting, fishing, and boating laws in Virginia by supporting the Wildlife Crime Line in cooperation with the Virginia Department of Game and Inland Fisheries. You can help support this effort by sending a tax-deductible donation to: Virginia Wildlife Crime Line, P.O. Box 90778, Henrico, VA 23228-0778.

Report a Wildlife Crime
If you know someone who kills wildlife out of season or over the game limit, help the Virginia Department of Game and Inland Fisheries catch the individual and stop others from following that path. If you observe a violation, call the toll-free Virginia Wildlife Crime Line number at **(800) 237-5712** or e-mail wildcrime@dgif.virginia.gov.

Hunting With Dogs

- The hunting of deer or bear with a gun, firearm, or other weapon with the aid or assistance of dogs on Sunday is prohibited.
- Dogs may be used to pursue wild birds and animals during hunting seasons where not prohibited.
- Section 18.2-136 of the Code of Virginia decriminalizes trespass in certain instances related to dog retrieval. That section provides: "Fox hunters and coon hunters, when the chase begins on other lands, may follow their dogs on prohibited lands, and hunters of all other game, when the chase begins on other lands, may go upon prohibited lands to retrieve their dogs, falcons, hawks, or owls, but may not carry firearms or bow and arrows on their person or hunt any game while thereon. The use of vehicles to retrieve dogs, falcons, hawks, or owls on prohibited lands shall be allowed only with the permission of the landowner or his agent. Any person who goes on prohibited lands to retrieve his dogs, falcons, hawks, or owls pursuant to this section and who willfully refuses to identify himself when requested by the landowner or his agent to do so is guilty of a Class 4 misdemeanor."
- Tracking dogs maintained and controlled on a lead may be used to find a wounded or dead bear, deer, or turkey statewide during any archery, muzzleloader, or firearm season for these species, or within 24 hours of the end of such season, provided that those who are involved in the retrieval effort have permission to hunt on or to access the land being searched. Licensed hunters engaged in such tracking may possess any weapon permitted for hunting and may use such weapon to humanely kill the wounded bear, deer, or turkey being tracked, including after legal hunting hours. Such weapon shall not be used to hunt, wound, or kill any animal other than the animal being tracked, except in self-defense.
- It is unlawful to use dogs when hunting any species with archery tackle during any archery season, except bear hounds may be used during the youth/apprentice bear hunting weekend.
- It is unlawful to chase with dogs or hunt with dogs or to attempt to chase or hunt with dogs any wild animal from a baited site or to train dogs on any wild animal from a baited site. Furthermore, it shall be unlawful to place, distribute, or maintain bait or salt for any wild animal for the purpose of chasing with dogs, hunting with dogs, or training of dogs. When hunting or training with dogs, a baited site will be considered to be baited for 10 days following the complete removal of all such bait or salt.
- It is unlawful to intentionally cripple or otherwise harm any game animal for the intent of continuing a hunt, or chase, or for the purpose of training dogs. Upon treeing, baying, or otherwise containing an animal in a manner that offers the animal no avenue of escape, the person or the hunting party shall

TRAINING DOGS ON MILITARY BASES

For training dogs on military bases contact the appropriate base:

Fort A.P. Hill Game Check Station	(804) 633-8984
Fort Belvoir Outdoor Recreation	(703) 805-3081
Ft. Pickett Game Check Station	(434) 292-2618
Quantico Game Check Station	(703) 784-5523

either harvest the animal if within a legal take season and by using lawful methods of take or terminate the chase by retrieving the dogs and allowing the animal freedom to escape for the remainder of the same calendar day.
- It is unlawful to dislodge an animal from a tree for the intent of continuing a hunt, or chase, or for the purpose of training dogs.

Training Dogs

The training of dogs on live wild animals is considered hunting and you must have a valid hunting license while training; it is unlawful during the closed season except as noted below.

- You may train dogs during daylight hours on squirrels and nonmigratory game birds on private lands and on rabbits from 1/2 hour before sunrise until midnight on private lands. Participants shall have no weapons other than starter pistols in their possession and no wild animals shall be taken. Weapons may be in possession when training dogs on captive raised and properly marked mallards and pigeons so that they may be immediately shot or recovered.
- You may train dogs on National Forest or Department-owned lands only during authorized training seasons that specifically permit these activities.
- You may train dogs on quail on the Amelia Wildlife Management Area (WMA), Cavalier WMA, Chickahominy WMA, Dick Cross WMA, Mattaponi WMA, and White Oak WMA, and on designated portions of the Chester F. Phelps WMA from September 1 to the day prior to the opening date of the quail hunting season, both dates inclusive. No weapons other than starter pistols may be in possession, and pen-raised birds may not be released.
- Pen-raised quail may be released at any time on private land with landowner permission. However, birds can only be shot during the regular quail season. Regular bag limits apply.
- You may train dogs during daylight hours on rabbits and nonmigratory game birds on the Weston WMA from September 1 through March 31, both dates inclusive. Participants in this dog training season shall have no weapons other than starter pistols in their possession, shall not release pen-raised birds, and must comply with all regulations and laws pertaining to hunting. No game shall be taken.

LANDOWNERS WANTED

Quail Management Assistance Program
www.dgif.virginia.gov/quail/get-involved/qmap

Q: Is it true that I must wear a blaze color during the muzzleloading seasons for deer when hunting with a muzzleloading rifle?

A: Yes, you and anyone accompanying you. It must be worn to and from your stand or while moving. Once you get to your stand you may remove the blaze colored clothing.

VIRGINIA HUNTING DOG ALLIANCE
Defending Our Heritage.

Report Your Lost Hunting Dog

The VHDA missing dog site allows owners of missing Virginia hunting dogs to record facts, photos, and the exact last sighting location of their missing dogs and print a poster to use locally. Uniquely, it notifies via email Virginia's licensed shelters statewide that the dog is being sought.

www.vahda.org/missingdogfacts.htm

Hunting On Private Property

Trespass violations, posting property, and access issues are all concerns that affect a landowner's decision to allow hunting.

Hunters are reminded that it is unlawful to hunt on private property without the permission of the landowner, and hunters must have the permission of the landowner to track or retrieve wounded game on private property.

On Posted Property

It is unlawful to hunt without written permission of the landowner and is punishable by a fine of up to $2500 and/or 12 months in jail.

On Unposted Property

It is unlawful to hunt any unposted property without permission of the landowner and is punishable by a fine of up to $500.

Landowners may post their property by any of the following methods:

- Using an aluminum or purple color paint, paint a vertical line at least 2 inches in width and at least 8 inches in length, no less than 3 feet and not more than 6 feet from the ground or normal water surface and visible when approaching the property.
- Signs that specifically prohibit hunting, fishing, or trespassing on the property.

What Landowners Should Know

For landowners, finding responsible hunters can provide many benefits for both the landowner and sportsmen allowed access to the property. There are benefits of having responsible hunters included as an important part of the landowner's wildlife management plan, especially if they are absentee or do not hunt themselves. There are many in-kind benefits of such relationships including road maintenance, habitat improvement, security, and safety. Hunt clubs are also helpful, and lease fees can offset property taxes. Information on locating responsible hunters can be found by contacting local civic groups like Ruritans, or 4-H Clubs, sporting goods shops, and area landowner contacts that participate in Tree Farm or Stewardship Programs. Members of sportsmen's conservation organizations that are dedicated, reputable partners with DGIF promote safety, ethical practices, habitat improvement, and scientific management of wildlife.

Liability

Concern about legal liability for recreationists prevents some landowners from permitting hunting on their property. However, the Virginia General Assembly has addressed this concern in Virginia Code Section 29.1-509. Amended in 1982, this law exempts landowners who provide

recreational opportunities to the public from liability for injury or damages, provided:

- the landowner does not charge a fee.
- there is no gross negligence or "willful or malicious failure to guard or warn against a dangerous condition, use, or structure" on the property.

The property owner should eliminate obvious hazards such as open wells and falling down buildings, or fence off and identify with warning signs any hazard that cannot be eliminated, such as a rock quarry. The landowner may wish to consider insuring the property subject to casualty and obtain comprehensive liability insurance. These are relatively inexpensive additions to standard and homeowner insurance policies. Sportsmen can be asked to help provide financial or other support in return for permission to use the lands.

Fundamentally, sportsmen are responsible for their own safety and for any damages they cause to the property of others. Lease agreements and individual permit cards (samples available here and on the Department website) include codes of ethical conduct while the holders are on the property.

Furthermore, landowners can require sportsmen to show proof of insurance. Sportsman insurance is available through insurance companies and national sportsman organizations.

Sale and Purchase of Legally Harvested Game Species

It is unlawful to sell, barter, or purchase any wild bird or wild animal carcass or parts thereof. There are exceptions and a general representation of these are listed below for your reference and is not intended to be all-inclusive. Specific exceptions and requirements are identified in the Code of Virginia and the Virginia Administrative Code.

Bears

- Except for taxidermy mounts referenced below, no portion of a black bear may legally be bought or sold.

Deer and Elk

- The hair, hide, tail, sinew, skull, antlers, bones, and feet as well as products made from these parts may be bought and sold.

Furbearers (beaver, bobcat, coyote, fisher, fox, mink, muskrat, nutria, opossum, otter, raccoon, skunk, and weasels)

- Any hunter, trapper, or person engaged in the business of fur farming can sell raw pelts and unskinned carcasses of legally taken and possessed furbearers at any time.
- Any person who purchases, consigns, or trades in raw pelts and unskinned carcasses of furbearers is required to have a Fur Dealer Permit, except when the pelts or carcasses are to be tanned or used in taxidermy mounts for personal use and not for resale, trade, or other commercial purposes.
- Any person can buy or sell tanned pelts, skinned carcasses, taxidermy mounts, or other furbearer parts (skulls, teeth, claws, bones, glands, secretions, etc.) at any time.
- Legally harvested opossums and raccoons may be bought and sold during the open hunting season.

Migratory Game Birds (brant, coots, doves, ducks, gallinules, geese, mergansers, moorhens, rails, snipe, swans, and woodcock)

- No portion of a migratory game bird may be bought or sold.

Small Game (bobwhite quail, pheasants, rabbits, ruffed grouse, and squirrels)

- The skins, pelts, skulls, bones, teeth, claws, feet, tails, hair, feathers, taxidermy mounts, and other non-meat parts as well as products made from these parts may be bought and sold.
- Legally harvested rabbits and squirrels may be bought and sold during the open hunting season.

Wild Turkey

- Carcasses, and portions thereof, can be used to make turkey calls for sale and purchase.

Taxidermy Mounts

- Under specific conditions, unclaimed mounts of native wildlife or their processed hides may be sold by a Virginia licensed taxidermist with the exception of migratory waterfowl, migratory birds and state and federally listed threatened and endangered species.
- A licensed Virginia auctioneer or licensed auction firm may sell wildlife mounts and processed hides (including bears, but not migratory game birds) which have undergone the taxidermy process.

Q: In Virginia, is it legal to buy or sell a mounted deer head, deer antlers, or craft items made from a deer?

A: Yes. It is now legal to buy and sell the hair, hide, tail, sinew, skull, antlers, bones, and feet of a legally possessed deer or elk carcass or carcass part, any products made from these carcass parts, and deer or elk mounts. Deer or elk meat (venison) organs, etc. cannot be bought and sold.

Permission to Hunt

The person whose name and address appears on the opposite side of this form has promised to use your land for outdoor recreation in an ethical way. Please read the signed pledge on the reverse side for specifics.

In deciding whether or not to allow this person to use your property, please consider that they are putting their name and address on the line as assurance that they will abide by your wishes and conduct themselves as true sportsmen or sportswomen.

I grant _____

permission to _____ my property

on these dates _____

Landowner signature: _____

over

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In deciding whether or not to allow this person to use your property, please consider that they are putting their name and address on the line as assurance that they will abide by your wishes and conduct themselves as true sportsmen or sportswomen.

I grant _____

permission to _____ my property

on these dates _____

Landowner signature: _____

over

Unlawful Methods

Penalties for a violation may include hunting or trapping privilege revocation for one year to life and forfeiture of firearms. A person found guilty of a violation a second time within three years of a previous conviction shall have their hunting or trapping privilege revoked by the court trying the case

It is unlawful to:

- Hold in captivity any live wild birds or wild animals outside the limits allowed by regulations without a permit.
- Hunt adjacent to forest fires.
- Use antler traps.
- Willfully and intentionally impede the lawful hunting or trapping of wild birds or wild animals.
- Kill or cripple and knowingly allow any nonmigratory game bird or game animal to be wasted without making a reasonable effort to retrieve the animal and retain it in possession.
- Hunt while under the influence of intoxicants or narcotic drugs.
- Take or attempt to take wild animals and wild birds by the use or aid of recorded animal or bird calls or sounds or recorded or electrically amplified imitation of animals or bird calls or sounds; provided, that electronic calls may be used on private lands for hunting bobcats, coyotes, raccoons, and foxes with written permission of the landowner and on public lands except where specifically prohibited.
- Molest nest, eggs, den, or young of any wild bird or animal, except nuisance species, at any time without a permit as required by law.
- Occupy any baited blind or other baited place for the purpose of taking or attempting to take any wild game bird or wild game animal or to put out bait or salt for the purpose of taking or killing any wild game bird or wild game animal, except for the purpose of trapping furbearing animals.
- Destroy, mutilate, or take down "posted" signs or litter. Conviction of littering can result in loss of hunting license.
- Exceed the bag limit or possess over the daily limit of any wild bird or animal while in the forests, fields, or waters of this state.
- Use live birds or animals to decoy or call game.
- Possess or transport any wild bird or wild animal or the carcass or the parts thereof, unless specifically allowed and only in accordance with regulations.
- Sell or purchase any wild bird or wild animal carcass or parts thereof, except as specifically permitted by law.
- To possess or use deer scents or lures that contain natural deer urine or other bodily fluids while taking, attempting to take, attracting, or scouting wildlife in Virginia.
- Use radio tracking equipment, except on dogs or on raptors permitted by a falconry permit, to aid in the chase, harvest or capture of wildlife.
- Use drones (unmanned aerial vehicles) to hunt, take, or kill a wild animal and to attempt to locate, surveil, aid, or assist in hunting a wild animal.
- Hunt or attempt to kill or trap any species of wild bird or wild animal after having obtained the daily bag or season limit during such day or season. However, any properly licensed person, or a person exempt from having to obtain a license, who has obtained such daily bag or season limit while hunting may assist others who are hunting game by calling game, retrieving game, handling dogs, or conducting drives if the weapon in possession is an unloaded firearm, unloaded arrowgun, a bow without a nocked arrow, or an unloaded crossbow. Any properly licensed person, or person exempt from having to obtain a license, who has obtained such season limit prior to commencement of the hunt may assist others who are hunting game by calling game, retrieving game, handling dogs, or conducting drives, provided said person does not have a firearm, bow, crossbow, or arrowgun in their possession.

Q: Is it legal to kill snakes in Virginia?

A: No, under normal circumstances. Snakes can only be killed when their presence represents an immediate human health hazard or they are creating some other type of nuisance issue. State or federally protected species (e.g. canebrake rattlesnake) may never be killed under any circumstance. The indiscriminate killing of snakes is contrary to the Department's conservation ethic.

Eastern kingsnake attacking a copperhead.

©Tricia Pearsall

Hunter's Name _____

Address _____

City _____ St. _____ Zip _____

Phone (_____) _____

Vehicle Tag No. _____ Driver's License No. _____

I hereby absolve the landowner of all liability for my person while engaged in recreation on his property.

SPORTSMAN'S PLEDGE

In return for the privilege of using private property, I agree to:

1. Respect the landowner's property, only go where they designate and assume liability for my actions and my person while on this property.
2. Take every precaution against littering and fire.
3. Obey the game, fish, and other wildlife laws.
4. Observe all safety precautions and the traditions of good sportsmanship.

Hunter's Signature _____

Hunter's Name _____

Address _____

City _____ St. _____ Zip _____

Phone (_____) _____

Vehicle Tag No. _____ Driver's License No. _____

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4. Observe all safety precautions and the traditions of good sportsmanship.

Hunter's Signature _____

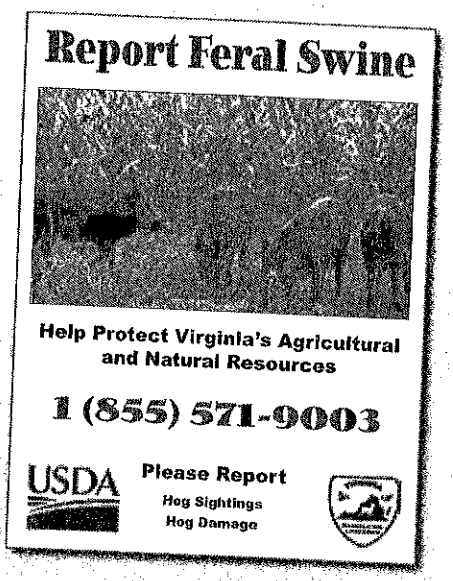
REAL HUNTERS DON'T POACH.

SUPPORT YOUR SPORT.
PLEASE REPORT ALL VIOLATIONS.
Call 1-800-237-5712, or email
WildCrime@dgif.virginia.gov.

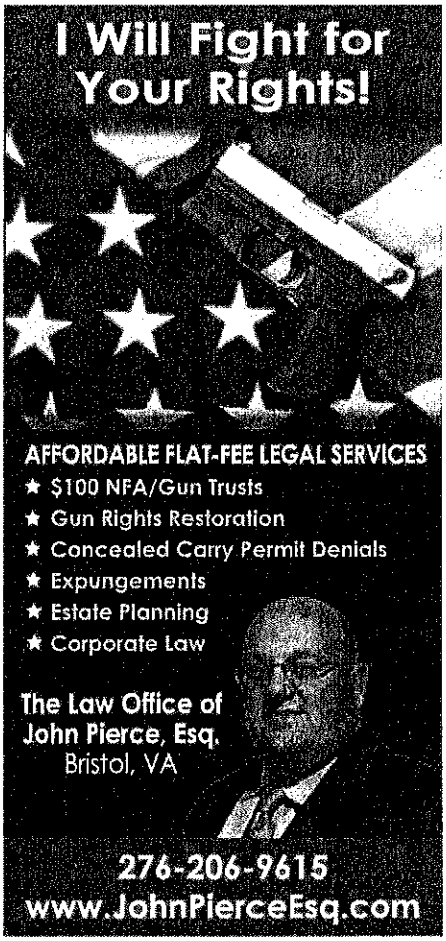
FERAL HOGS

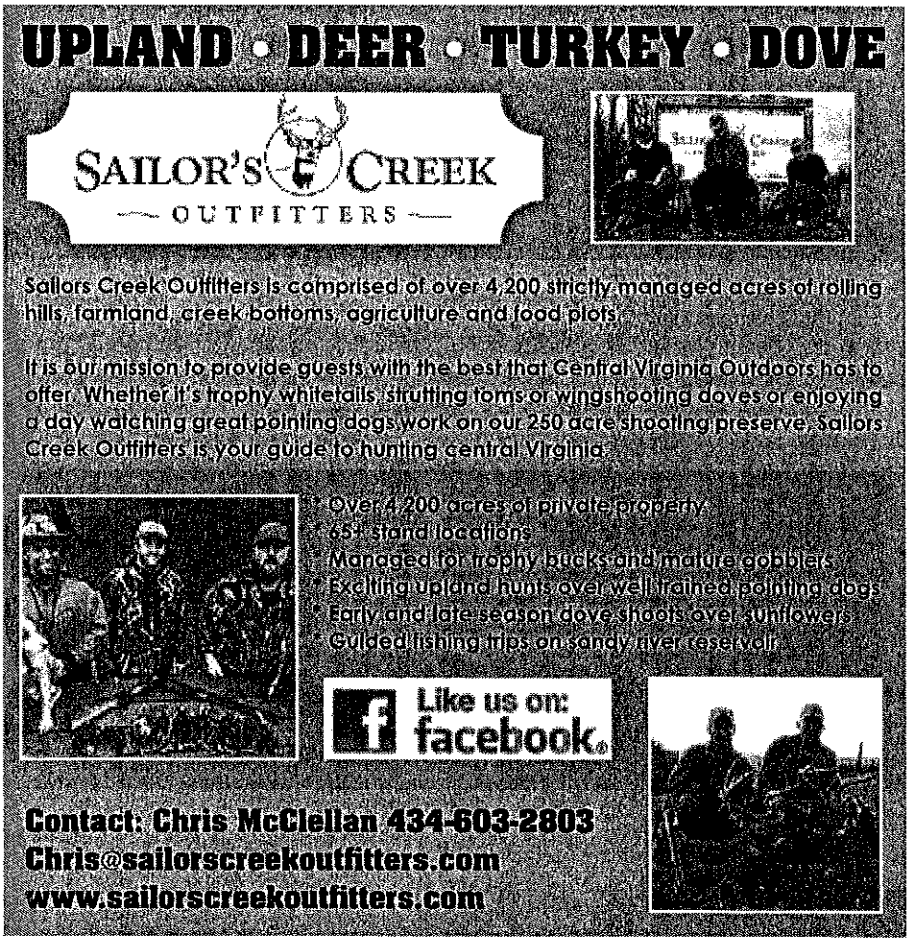
Feral hogs (wild hogs, wild pigs, wild boar, or Russian boar) are designated as a nuisance species in Virginia and are defined as "any hog that is wild or for which no proof of ownership can be made." Feral hogs have been found to destroy turkey, grouse, and quail nests. They can also prey on deer fawns, destroy sensitive wetland habitat, contaminate waterways, and compete with our native wildlife for food resources. Feral hogs carry numerous diseases that can affect wildlife, domestic animals, and humans.

If feral hogs or hog damage are observed, or if feral hogs are harvested or trapped on private or public property, we ask you to make a report by calling our toll-free Virginia Wildlife Conflict Helpline (1-855-571-9003). It is illegal to transport live feral hogs or to release feral hogs to the wild in Virginia. Any feral hog trapped must be immediately killed at the trap site.



For more information on feral hogs please visit:
www.dgif.virginia.gov/wildlife/feral-hogs/hunting-faq/





LEGAL USE OF FIREARMS AND ARCHERY TACKLE

FIREARM, HUNTING DEVICE, AND AMMUNITION	DEER	BEAR	ELK	FALL TURKEY	SPRING GOBBLER
Shotguns (including muzzleloading shotguns) using ammunition loaded with larger than number 2 fine shot	✓	✓	✓	✓	No
Shotguns (including muzzleloading shotguns)	✓	✓	✓	✓	✓
Air guns (.35 caliber or LARGER)	✓	No	No	✓	✓
Rifles and pistols using rimfire ammunition and air guns (.35 caliber or SMALLER)	No	No	No	✓	✓
Rifles and pistols using centerfire ammunition (.23 caliber or LARGER) Pistols must generate at least 350 foot pounds of energy or greater.	✓	✓	✓	✓	✓
Rifles and pistols using centerfire ammunition (SMALLER than .23 caliber)	No	No	No	✓	✓
Muzzleloading firearms - rifles and pistols (.45 caliber or LARGER)	✓[1]	✓[1]	✓[1]	✓	✓
Muzzleloading firearms - rifles and pistols (SMALLER than .45 caliber)	No	No	No	✓	✓
Archery equipment with broadhead widths/expandables that open to 7/8-inch	✓	✓[2]	✓	✓	✓

Unplugged shotguns are legal for hunting nonmigratory game and crows.

Shotguns (including muzzleloading shotguns) must NOT be larger than 10 gauge and barrels MUST be at least 18 inches. (Rifled barrels are permitted in areas where slugs may be used)

All game birds and animals may be hunted from a boat (with a SHOTGUN and landowner permission), EXCEPT deer. (Licensed trappers may shoot a .22 caliber rifle or pistol on or over public inland waters to dispatch trapped animals)

[1] Muzzleloaders used for deer/bear/elk must be loaded from the muzzle and fire only a single shot, single bullet or saboted bullet .35 caliber or larger.

Muzzleloading shotguns/rifles, arrowguns, or archery tackle may be used to hunt during the muzzleloading and firearms seasons.

Archery equipment may include: longbows, recurves, compounds, crossbows, sling-bow and pneumatic powered arrowguns/airbows. (Persons with a disability which hinders them from drawing a bow/crossbow may use an arrowgun during archery seasons when in possession of an authorization form provided by DGIF and signed by their physician. physician (www.dgif.virginia.gov/forms/#license-forms).

[2] Slingbows may NOT be used for bear.

All methods may be used to hunt nuisance species, crow, and small game.

Please refer to page 22 for any additional prohibitions that may be in your locality.

Other Weapons Usage

Unlawful to:

- Hunt migratory game birds with a shotgun capable of holding more than three shells in the magazine and chamber, combined, unless allowed by federal regulations and authorized by the Department.
- Discharge a firearm, arrowgun, or archery tackle in or across or within the right-of-way of any public road.
- Cast a light attached to a vehicle or from a vehicle beyond a roadway upon places used by deer without written permission of the landowner or at anytime while in the possession of a rifle, shotgun, pistol, arrowgun, archery tackle, or speargun.
- Handle any firearm in a reckless manner so as to endanger the life, limb, or property of any person.
- Shoot a rifle or pistol at wild birds or animals on or over the public inland waters of the state. However, licensed trappers may shoot a .22 caliber rimfire rifle or pistol on or over public inland waters for the purpose of dispatching trapped animals.
- Carry a loaded rifle or pistol on a boat or other floating device on public inland waters for hunting wild birds or animals.
- Kill or attempt to kill any deer while in a boat or other type of watercraft.
- Shoot waterfowl or migratory game birds from a boat being propelled by a motor.
- Shoot or attempt to take any wild bird or animal from any vehicle, except as otherwise provided by law.
- Use vehicles or possess firearms (including concealed weapons) while retrieving dogs on private lands without permission of the landowner.
- Hunt with explosive head arrows or arrows to which any drug, chemical, or toxic substance has been added.
- Hunt wild birds and wild animals with fully automatic firearms, (i.e., machine guns).

Valid Concealed Handgun Permit Holders

Nothing in any Department regulation shall prohibit the possession and transport of a concealed handgun when the individual possesses a valid concealed weapon permit as defined in the Code of Virginia. The granting of a concealed handgun permit shall not thereby authorize the possession of any handgun or other weapon on property or in places where such possession is otherwise prohibited by law or is prohibited by the owner of private property. Furthermore, the possession of a concealed handgun permit does not authorize the use of the concealed handgun for hunting.

UNLAWFUL FEEDING OF CERTAIN WILDLIFE

Not only is it illegal to hunt, chase with dogs, or attempt to kill game birds and animals from a baited site, it is also illegal to feed some wildlife under certain circumstances. The Department does not encourage the feeding of wildlife at any time of the year. Feeding restrictions help control the transmission of diseases, nuisance problems, littering concerns, and enforcement issues about hunting with bait.

- It is unlawful to place or direct the placement of, deposit, distribute, or scatter food or salt capable of attracting or being eaten by bear, deer, or turkey year round on National Forest and Department-owned lands.
- Cities and towns have the authority to prohibit the feeding of deer by local ordinance. Contact localities for details.
- Department regulation makes it illegal to place, distribute, or allow the placement of food, minerals, salt, carrion, trash, or similar substances to feed or attract the following:
  - » **Deer and Elk:**
    - September 1 – first Saturday in January; statewide
    - During any open deer or elk season; statewide
    - Year round in Albemarle, Buchanan, Clarke, Culpeper, Dickenson, Fauquier, Frederick, Greene, Loudoun, Louisa, Madison, Orange, Page, Rappahannock, Rockingham, Shenandoah, Spotsylvania, Stafford, Warren, and Wise counties (towns and cities within included).
  - » **Bears:** year round; statewide
  - » **All species:** Illegal to feed any wild animal when the feeding results in property damage, endangers people or wildlife, or creates a public health concern

Upon notification by Department personnel, if anyone continues with any of these activities for any purpose and it results in the presence of species mentioned previously in this box, such person shall be in violation of the law and subject to a fine of up to $500. No part of this regulation shall be construed to restrict bonafide agronomic plantings (including wildlife food plots) or distribution of food to livestock.

ALL TERRAIN VEHICLE (ATV) LAWS

No ATV shall be operated:

- On any public highway, or other public property, except as authorized by proper authorities or to the extent necessary to cross a public highway by the most direct route.
- By any person under the age of 16, except that children between the ages of 12 and 16 may operate ATVs powered by engines of no less than 70 cubic centimeters nor more than 90 cubic centimeters displacement.
- By any person unless he is wearing a protective helmet of a type approved by the Superintendent of State Police for use by motorcycle operators.
- On another person's property without the written consent of the owner of the property or as explicitly authorized by law.
- With a passenger at any time, unless vehicle is designed and equipped to be operated with more than one rider.

The above does not apply to members of the household or employees of the owner or lessee of private property on which the ATV is operated.

LOCAL FIREARMS ORDINANCES

The following counties and cities have regulations concerning the use and transportation of firearms. The number or numbers following that county name indicate the regulations listed below for that particular county. In addition, certain counties have ordinances other than those listed, primarily pertaining to possession of firearms near parks or schools, hunting or discharging firearms near populated areas, residences, or buildings, and age limitations for possession of loaded firearms on public roads. Before hunting in a county or city, hunters should become familiar with all ordinances particular to that county or city by contacting the county or city directly. If a locality is not listed, state firearms restrictions apply (see Legal Use of Firearms and Archery Tackle on page 20).

Local firearms ordinances are established by individual counties/cities. Please contact the appropriate locality for more information.

COUNTY	#
Accomack	43
Albemarle	16, 54
Alexandria	1, 54
Amherst	18
Arlington	59
Buckingham	12, 60
Caroline	17, 83
Campbell	11
Charles City	7, 33, 42
Chesapeake	29, 46
Chesterfield	7, 14, 21, 22, 37, 54, 70
Clarke	25, 54
Culpeper	18, 22, 54
Cumberland	5, 17, 27, 74
Danville	54
Dinwiddie	12, 13, 38, 84
Essex	86
Fairfax	2, 22, 25, 45, 51, 54
Fauquier	14, 18, 22, 36, 54
Franklin	26
Fredericksburg (city)	2, 18, 30, 51, 54, 64
Gate City	55

COUNTY	#
Gloucester	14
Goochland	9, 10, 23, 33, 77
Greensville	15, 22
Halifax	33, 61, 75
Hampton (city)	31, 45
Hanover	20, 46, 53, 85
Isle of Wight	8, 12, 35
James City	40, 54
King and Queen	49, 68
King George	6, 17, 22, 26, 54
King William	17, 18, 28
Lancaster	6, 12, 26
Loudoun	18, 54, 62, 64, 65
Louisa	17, 27
Lunenburg	17
Madison	22, 25, 54
Mecklenburg	27
Middlesex	26
Nelson	22
New Kent	8, 12, 25, 54
Newport News	1
Northampton	7, 53

COUNTY	#
Northumberland	17, 26, 42, 54
Orange	18, 22, 34
Petersburg	54
Pittsylvania	26
Poquoson (city)	22, 69, 71, 72
Prince George	4, 7, 32, 43
Prince William	2, 12, 20
Rappahannock	18
Richmond	7, 66, 67, 68
Richmond (city)	1, 54
Roanoke	25, 54, 64, 77, 79
Southampton	3, 8, 19, 41, 80
Stafford	81, 82
Suffolk	44, 52, 76
Surry	7, 53, 54
Sussex	7, 48, 73
Virginia Beach	2, 7, 54, 56, 57, 58
Warren	54
Westmoreland	50
Williamsburg	1, 54
York	47

Permanently disabled hunters possessing a valid hunting license, hunters holding a lifetime disabled hunting license, and hunters holding a lifetime disabled veterans hunting license are exempt from any local ordinance requiring hunting from an elevated platform or tree stand.

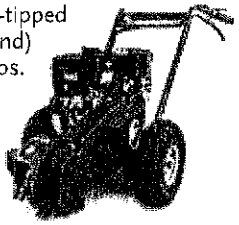
1. No discharge of firearms except on approved ranges.
2. No rifles larger than .22 for hunting.
3. It is unlawful to hunt with a muzzleloading shotgun loaded with slugs or sabot slugs.
4. Deer hunting with a rifle of a caliber larger than .22 rimfire is prohibited in the county. However, hunting of groundhogs with a rifle of a caliber larger than a .22 rimfire between March 1 and August 31 is permitted, and a rifle of a caliber larger than a .22 rimfire may be used for hunting all other game, bird, and varmint species as allowed by state law and regulations. Deer hunting with a shotgun loaded with slugs is permitted so long as such hunting is conducted from a stand located at least ten feet in elevation above the ground.
5. It is lawful to hunt groundhogs with rifles of a caliber larger than .22 rimfire during the season between March 1 and August 31.
6. No rifles larger than .22 for hunting except groundhogs outside of the regular hunting season.
7. No rifles for deer hunting.
8. No rifles for big game hunting.
9. It shall be unlawful to hunt in the county with a rifle, pistol, or revolver of a caliber larger than .22 caliber or with a shotgun loaded with slugs, except that rifles of a larger caliber, shotguns loaded with slugs and pistols or revolvers firing cartridges rated in manufacturers' tables at 350 foot pounds of energy or greater may be used to hunt from a stand elevated at least 10 feet from the ground, provided that no cartridge shall be used with a bullet of less than .23 caliber.
10. It shall be unlawful to have in immediate possession any hunting firearm other than a muzzleloading rifle while hunting with a muzzleloading rifle during the early muzzleloader season.
11. It shall be unlawful to hunt with a firearm on or within the ditch line of any primary or secondary highway.
12. It is lawful to use muzzleloading rifles for game animals in the regular hunting season.
13. It is lawful to hunt deer with muzzleloading rifles only from stands elevated 10 feet.
14. It is unlawful to hunt from the road with firearms.
15. It is unlawful to hunt with firearms from the road and within 10 feet of the ditch bank.
16. It is unlawful to hunt within 100 feet of the road.
17. Muzzleloading rifles are permitted during any authorized deer season where firearms are permitted.
18. It is unlawful to hunt with a firearm within 100 yards of a road.
19. It is unlawful to transport, possess or carry a loaded rifle in any vehicle while on the road from October 1 through February 15.
20. It shall be unlawful to discharge or shoot any firearm or other weapon in or along any public road or street or within 100 yards thereof or within 100 yards of any building occupied or used as a dwelling or place where the public gathers, not his own dwelling or residence.
21. Except for target shooting, no person shall shoot an arrow from a bow with a peak draw weight of 10 pounds or more within 150 feet of a business, public building, public gathering, public meeting place, or dwelling of another unless they have the permission of the dwelling owner or occupant.
22. It is unlawful to possess a loaded firearm on the road except when permission to hunt is obtained from landowners on each side.
23. It is unlawful to transport, possess, or carry a loaded shotgun or loaded rifle in any vehicle on any public street, road, or highway within

The **DR® STUMP GRINDER** uses carbide-tipped cutting teeth (taking 360 "bites" per second) to reduce any stump to a pile of woodchips. Grinds stumps below ground level so they are gone forever!

FASTER, SAFER AND EASIER than digging, burning, or using chemicals.

NEW, MORE POWERFUL and lower-priced models.

NOW TOWABLE with your riding mower or ATV.



Self-Propelled Model Available!

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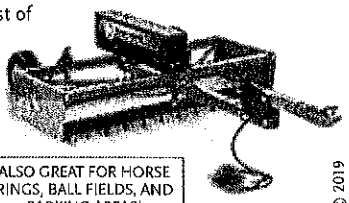
SAVES YOU MONEY—loosens and redistributes existing material, saving you the cost of purchasing new gravel or stone.

EASY TO USE—tows behind your ATV or riding mower, filling in potholes and ruts.

PRECISE CONTROL of grading depth is adjustable from your driver's seat.

AMAZINGLY DURABLE carbide teeth last 10X longer than steel on ordinary box scrapers.



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the county during the time between sunset and sunrise.

24. No rifles over .22 caliber for hunting except for groundhogs between March 1 and August 31.
25. No hunting with firearms of game species from within 100 yards of a road.
26. No hunting with firearms of any game animal from the road right-of-way.
27. No hunting with firearms from the road including ditch to ditch.
28. No hunting with a rifle larger than .22 caliber during the deer season.
29. When 100 yds. from a road and elevated from a stand 15 ft. above ground a rifle may be used to hunt big game east of the Dismal Swamp line.
30. It shall be unlawful for any person to hunt any bird or game animal using a muzzleloading rifle or a shotgun loaded with slugs, except from a stand elevated at least 10 feet above the ground.
31. All hunting within the City of Hampton is prohibited, with the exception of waterfowl blinds licensed by the Commonwealth where no firearm other than shotguns loaded with shot not heavier than double ought buckshot shall be discharged and no shot shall be discharged landward within 500 feet of the shoreline.
32. It is lawful to hunt deer with muzzleloading rifles only from stands elevated at least 10 feet above the ground; however, this requirement shall be expressly inapplicable to all legally handicapped persons.
33. The use of a muzzleloading rifle shall be permitted during the early muzzleloading season and during the entire regular firearms season for deer hunting.
34. It is unlawful to transport or possess a loaded shotgun or rifle in a vehicle on a road during open deer season.
35. It shall be unlawful to possess outside of a vehicle, or shoot or hunt with a rifle, muzzleloader, pistol, or shotgun loaded with slugs, or to possess shotgun slugs on Ragged Island Wildlife Management Area in Isle of Wight County. In addition, it shall be unlawful to discharge any firearm within 100 yards of the boardwalk or nature trail on Ragged Island Wildlife Management Area.
36. It is unlawful to discharge a firearm from or across any sidewalk, highway or on public land.
37. It is unlawful for minors to carry firearms on public highways or public lands unless accompanied by certain adults.
38. It shall be unlawful to use a rifle of a caliber larger than .22 rimfire except that groundhogs may be hunted with a rifle of a caliber larger than .22 rimfire between March 1 and August 31 and coyotes may be hunted for the entire year.
39. It shall be lawful to use muzzleloading rifles for deer and squirrels during the regular seasons.
40. It shall be unlawful to discharge a rifle larger than .22 caliber, a muzzleloader larger than .36 caliber, or a shotgun loaded with slugs except from stands elevated at least 10 feet above the ground, except for groundhogs in certain areas between March 1 and September 1.
41. It shall be unlawful to hunt with a muzzleloading rifle at any time.
42. It shall be unlawful to use a rifle of a caliber larger than .22 rimfire except that groundhogs may be hunted with a rifle of a caliber larger than .22 rimfire between March 1 and August 31.
43. It shall be unlawful to hunt with a firearm on or within 50 feet of the center of any primary and secondary highway.
44. Rifles are permitted for bear and deer hunting when used from stands elevated at least 15 feet above the ground (except legally handicapped hunters are exempt from tree stand requirements).
45. The discharge or use of a rifle, pistol, muzzleloader, or shotgun loaded with slugs is prohibited.
46. It is unlawful to discharge any firearms, spring propelled rifle or pistol, or air- propelled rifle or pistol from, on, across or within 150 yards of any city building, dwelling, street, sidewalk, alley, roadway or public place within the city limits: check local county/city ordinances.
47. No discharge of rifles larger than .22 except as specifically approved by local County ordinance.
48. Muzzleloading rifles are permitted during the special muzzleloading season.
49. Muzzleloading rifles are permitted during any authorized firearms season for the hunting of game animals except for the hunting of turkeys during the spring gobbler season.
50. It shall be unlawful for any person to hunt in the county with a shotgun loaded with slugs or a muzzleloading rifle other than during the prescribed open season for the hunting of big game species or with a rifle of a caliber larger than .22 caliber.
51. It shall be unlawful to shoot an arrow in a manner that can be reasonably expected to result in the impact of the arrow upon the property of another without permission from the owner or tenant of such property.
52. It shall be unlawful to discharge a firearm within any densely populated area: within 200 yards from any structure or within 100 yards from any public street, secondary road, or highway within the city, except on a permitted firing range or at or upon the property of another without permission.
53. It is lawful to hunt deer with muzzleloading rifles.
54. It is unlawful to transport, possess, or carry a loaded rifle or shotgun in any vehicle on any public street, road or highway.
55. It shall be unlawful for any person in the town, except a duly authorized officer in the course of his duty, to fire or discharge any gun, pistol, or other firearms of any kind.
56. No discharge of firearms across or within 150 yards of any building, dwelling, street, sidewalk, alley, roadway, public land, or public place.
57. No discharge of firearms north or west of a line from the Chesapeake-Virginia Beach boundary; thence northwardly along North Landing Road; thence eastwardly along Indian River Road; thence northeastwardly along New Bridge Road; thence eastwardly along Sandbridge Road to the Atlantic Ocean, or across any land north of False Cape Park and east of Shipps Bay and Point Creek. No discharge of rifles larger than .22 south of this line except muzzleloading rifles may be used to hunt deer during the firearms deer season.
58. Shotguns firing pellets are lawful on certain agricultural lands of 50 contiguous acres or more, and on certain lands south of a line from the Chesapeake-Virginia Beach boundary, thence northeastwardly along Elbow Road; thence southeastwardly along Salem Road; thence northeastwardly along North Landstown Road; thence southeastwardly along Princess Anne Road; thence eastwardly along Sandbridge Road to the Atlantic Ocean. The property must be permitted by the City Manager for this purpose.
59. It shall be unlawful for any person to discharge or shoot off a firearm in the county. It shall be unlawful for any person to discharge or shoot or throw any dangerous missiles by mechanical, explosive, air- or gas-propelled means, or similar method or device onto or across any public sidewalk, path, or roadway, at any public structure or building, or at or onto the property of another. It is unlawful for any person to shoot a compound bow, crossbow, longbow, or recurve bow at or upon the property of another without permission. It shall be unlawful to discharge a projectile from any of the aforementioned bows within 100 yards of any public road, public building or structure, private residence or structure, or property of another. Nothing in this ordinance shall be construed to prohibit the use of firearms or other instruments or missiles or compound bows, crossbows, longbows, or recurve bows in lawful self defense or in the lawful defense of property, or to prohibit the use of firearms or other missiles or compound bows, crossbows, longbows, or recurve bows in supervised sport, recreation, or training conducted on safety-inspected and approved ranges and courses, provided the same is not contrary to existing law.
60. It shall be lawful to hunt deer and bear from a stand elevated at least 10 feet from the ground or within a ten (10) foot perimeter from a stationary, pre-identified and marked point, such point having been established by an easily visible fixed marker, with a .23 or larger caliber. However such rifles can only be loaded while the hunter is in the elevated tree stand, within the 10 feet of the stationary pre-identified and marked point, if ground hunting, or while attempting to recover wounded game within a 300-yard perimeter of the elevated stand or the pre-identified and marked point from which the game was shot.
61. It is unlawful to hunt or attempt to hunt on a primary or secondary state maintained highway, and within the side ditches of such highways.
62. Discharging firearms is prohibited within certain areas (check local county ordinance for area description), except deer hunting is

permitted with handguns, shotguns, or muzzleloading rifles using a single projectile and all other hunting is allowed with rifles of .22 caliber rimfire or less, handguns, shotguns, and muzzleloading rifles using single or multiple projectiles.

64. Discharge of firearms is prohibited within 100 yards of any public park or school.
65. Discharge of firearms is prohibited within 100 yards of a building with a current occupancy permit unless the owner or authorized agent has given permission.
66. Muzzleloaders shall be legal firearms during any firearms season.
67. Shotgun slugs shall be permitted for deer hunting.
68. It shall be unlawful to hunt with a rifle larger than .22 caliber, except rifles of a larger caliber may be used for hunting groundhogs and coyotes outside the general firearms deer season.
69. It shall be unlawful for any person to discharge an air gun, spring gun, or firearm from, along, across or toward, or within 300 yards of any paved public street, highway or road, or any building in the city.
70. It shall be lawful to hunt game species with a muzzleloading rifle during the prescribed open seasons.
71. The discharge or use of a rifle, except for a .22 caliber rim fire is prohibited within the city limits.
72. The use of muzzleloading rifles during the prescribed open seasons for the hunting of game species is permitted in the city; provided, however, that the use of such muzzleloading rifle shall be only from a stand located at least 10 feet above the ground.
73. No rifles for turkey hunting.
74. It is unlawful to hunt deer during the regular hunting season with a rifle of .23 caliber or larger either on public lands or in the area of the county bordered to the north by the James River, to the west by Route 602 from the Willis River, and to the south by Route 45 and Route 684 to the county line (generally known as Cartersville Historic District); except from a tree stand elevated at least 10 feet above the ground. It shall be lawful to hunt with a muzzleloading rifle from the ground or from a tree stand elevated to any height.
75. No person shall hunt using a rifle larger than a .22 caliber rimfire within 100 yards of any residence or occupied building without the written approval of the owner or lessee of the property. It shall be unlawful to discharge a rifle larger than .22 caliber rimfire from an elevated stand within 100 yards of an adjoining property line without first obtaining written permission of the owner or, if different than the owner, the occupant of the adjoining property or within 100 yards of any public street or primary or secondary state-maintained highway.
76. Muzzleloading rifles are permitted during the open seasons for hunting game species from stands elevated at least 10 feet above the ground (except legally handicapped hunters are exempt from tree stand requirements). No early muzzleloader season east of the Dismal Swamp Line.
77. It shall be unlawful to engage in hunting with a firearm within the right-of-way of any primary or secondary highway.
78. It shall be unlawful for any person to engage in hunting with a firearm or to discharge a firearm within 100 yards of a dwelling house or occupied building not his or her own.
79. It shall be unlawful for any person to engage in hunting with a bow or to discharge arrows from bows within 100 yards of a dwelling house or occupied building not his or her own. A "bow" includes all compound bows, crossbows, longbows, and recurves that have a peak draw weight of 10 pounds or more. The term "arrow" means a shaft-like projectile intended to be shot from a bow.
80. It shall be unlawful to hunt with a rifle larger than .22 caliber rimfire, except rifles of a larger caliber may be used for hunting groundhogs and coyotes between March 1 and August 31.
81. It shall be unlawful to shoot or hunt with a firearm within 100 yards of any regularly occupied structure without written permission of its owner or occupant or within 100 yards of any private road located in a subdivision where lots are 10 acres or less in size without written permission of the owner or occupant.
82. It shall be unlawful to shoot or hunt on any county property including, but not limited to, schools, parks, pools, the courthouse and other county offices.
83. It shall be unlawful to hunt with a rifle larger than a caliber of .22 caliber in the county, except in the hunting of groundhogs, coyotes, and feral hogs outside the general firearms deer season.
84. It shall be lawful to hunt with rifles larger than .22 caliber only from stands elevated at least 10 feet.
85. Rifles, .23 caliber or larger, may be used to hunt deer during the firearms deer season provided the hunter is in an elevated stand at least 10 feet above ground level. The rifle may only have a round in its chamber when it is on the elevated stand.
86. It shall be unlawful for any person to hunt in the county with a rifle or pistol of a caliber higher than .22 rimfire except as provided hereafter.
    a. Rifles and pistols greater than .23 caliber shall be permitted for hunting of deer when hunting from an elevated platform at least 8 feet above ground level.
    b. Turkey shall not be hunted with a rifle greater than. 22 caliber.
    c. Muzzleloading rifles may be used during the prescribed open season.
    d. Rifles with caliber larger than .22 rimfire may be used for hunting of groundhogs, coyotes, bears, bobcats, feral hogs, and beavers during any respective season as permitted by state law and/or permitted under state law for the control of destructive animals.

TAG VALIDATION AND CHECKING REQUIREMENTS

Checking Requirements for Bear, Deer, Elk, Turkey and Bobcat

	DEER	ELK	BEAR	FALL TURKEY	SPRING TURKEY	BOBCAT	ALL OTHER SPECIES
Deer/Turkey Check Station (Available from Sept. 1st through first Sat. in January)	✓	✓	No	✓	No	No	
Bear Check Station (Available during all open bear seasons)	✓[1]	✓[1]	✓	✓[1]	No	No	
Telephone Checking System (866) GOT-GAME or (866) 468-4263; touch-tone phone only (Available during all open seasons)	✓	✓	✓	✓	✓	✓	Are not required to be checked
Internet Checking System www.gooutdoorsvirginia.com; click Game Check & Harvest Reporting (Available during all open seasons)	✓	✓	✓	✓	✓	✓	
Mobile App (Available during all open seasons)	✓	✓	✓	✓	✓	✓	

[1] **Many bear check stations are also deer/turkey check stations. Locate stations at www.dgif.virginia.gov/hunting/check-stations.**

Tagging at Location of Harvest

- All hunters (unless license exempt) killing a bear, deer, elk, or turkey are required to validate an appropriate tag on their bear license, deer/turkey license, bonus deer permit, or special permit (DCAP, DMAP, or DPOP) prior to moving the animal in any way.
- To validate a tag, the Department provides two options depending upon the type of tag being validated.
  - » **Electronic license tag validation (e-notching):** Requires use of the Department's free Go Outdoors Virginia mobile app. Available for deer/turkey license tags, bonus deer permit tags, and bear tag. When viewing the electronic license within the mobile app, touch the designated notch area of the appropriate license tag. See www.dgif.virginia.gov/enotch for a demonstration.
  - » **Paper license tag validation:** Available for all paper license tags (bear license, deer/turkey license, bonus deer permit, or special permit (DCAP, DMAP, or DPOP). Hunters must completely remove the designated notch area from the appropriate paper license or permit tag.
- It is unlawful for any person to validate (notch) a tag from any license or special permit prior to the killing of an animal. A paper tag that is mistakenly validated (notched) prior to the killing of an animal must be voided immediately by the licensee or permittee by writing, in ink, the word "VOID" on the line provided on the tag.

General Information

- Bear and deer/turkey check stations can be located at www.dgif.virginia.gov/hunting/check-stations.
- All bear, deer, elk, and turkeys must be checked by all hunters, including license exempt hunters, upon vehicle transport of the carcass or at the conclusion of legal hunting hours, whichever occurs first and without unnecessary delay.
- In counties with no bear check station, hunters may transport their harvest to a bear check station in an adjoining county.
- It is unlawful to destroy the identity (sex) of any animal until it is checked. After the appropriate tag is validated, the hunter may dismember the carcass to pack it out as long as all parts of the carcass (excluding internal organs) are present when the animal is checked.
- Upon checking, hunters using a paper license tag shall immediately write the check card number (provided by check station) or confirmation number (provided by the telephone or internet checking system) in ink on the line labeled "check card or confirmation number) of the tag that was validated at the place of kill.

Using Internet or Telephone Checking

Before using these electronic systems, you will need a pen and paper to write down your confirmation number on your paper license or permit or to create a personal check card.

- A confirmation number will be provided at the end of your internet or telephone session.
- Confirmation numbers are a combination of 5-7 letters and numbers.
- If your session is cut off prior to receiving a confirmation number, start the session again and repeat until a complete confirmation number is obtained.
- If a paper license or permit was used, then the confirmation number should immediately be written in ink on the line of the tag that was validated in the field.
- If a paper license was not required, then the hunter must create a personal check card.
- Hunters have the option of printing a check card at the end of the Internet checking session.

Carcass Transferred or Unattended

If the carcass is left unattended or transferred to another individual:

- The check card or personal check card should be kept in possession with the carcass until it is processed.
- If possession of the carcass is transferred to another individual, the check card or personal check card should be given to that individual.
- If the carcass is left unattended, the check card or personal check card should be securely attached to the carcass.
- After the carcass of a game animal has been processed (dissembled), it parts may be legally transported; however, upon request of a law enforcement officer, sufficient verbal or written information must be furnished to establish legal possession.

Bears – Tooth Submission

- A premolar (a small tooth located directly behind the canines) is required by law to be submitted from each harvested bear.
  - » If checking the bear at a bear check station, the premolar shall be sealed in the envelope attached to the check card and left with the check station operator.
  - » If checking via an electronic checking system, once the harvest record is submitted, the hunter will be sent instructions for submitting the tooth. To comply with the law, the premolar and accompanying information must be mailed or delivered

to the department no later than 14 days after the close of the bear harvest season.

Bobcat Checking

- Any hunter or trapper who kills a bobcat during an open hunting or trapping season, including license exempt hunters and trappers, must check in the bobcat within 24 hours of the time of kill.
- Bobcats legally killed by landowners outside the hunting and trapping seasons are not required to be checked in.
- After checking a bobcat, hunters and trappers shall immediately record the confirmation number in a location where it can later be retrieved to prove compliance with checking requirements or to request a CITES seal.
- Any bobcat received by a taxidermist for mounting or tanning shall have written documentation securely attached to the carcass that includes the full name of the hunter or trapper, date of kill, and the harvest confirmation number. For bobcats that do not require checking, the same information must be attached (except for the confirmation number) with a description of how the bobcat was legally obtained.

Elk – Collection of Biological Samples

- Hunters harvesting an elk are required to validate an appropriate paper or electronic deer tag, check in the animal, as an elk, and must contact the Department at (804) 367-0044.

License-Exempt Hunters

- License-exempt hunters are required to check all bear, deer, elk, turkeys, and bobcats.
- In order to use the internet or telephone checking systems to check a deer, elk, turkey, or bobcat, license-exempt hunters will need:
  - » To select "exempt hunter" when prompted to enter his/her license type.
  - » To enter his/her date of birth (MM/DD/YYYY) and last four digits of his/her social security number.
  - » To create a personal check card.
- License-exempt hunters checking a bear electronically are required by law to submit a premolar for each bear harvested (see page 26). To provide the necessary information, a free customer account will be required to check a bear electronically. Any hunter preferring not to set up a customer account must check the bear at a bear check station.

Personal Check Card

A personal check card may be written on any type of paper using a pen and must include the hunter's full name, date of kill, and confirmation number.

Q: Do I have 24 hours to check in a bear, deer, or turkey?

A: No. All must be checked the day they are killed upon vehicle transport or at the conclusion of legal hunting hours, whichever occurs first and without unnecessary delay. The only exception to this check the day of kill rule would be an animal that is not recovered until the following day. It should be checked that day it is recovered.

Outdoor Dreams

Outdoor Dreams, Inc
Donation Address:
Outdoor Dreams
PO Box 725
Lovingston, Va 22949
www.outdoordreams.co

Outdoor Dreams, Inc. is a 501 C3 non-profit organization dedicated to educating youth about the outdoors. We offer youth camps in the summer which are fun, educational and free! We also offer youth hunts and disabled hunts - our blinds are wheelchair accessible!

If you are interested in participating or sponsoring one of our events, please contact Pete Rose at 434-906-2994 or pete@outdoordreams.co
ALL DONATIONS ARE TAX DEDUCTIBLE

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Matt Jones
318 Purkins Road, Tappahannock, VA
804.445.3832
www.customwhitetailtaxidermy.com

General Information

Bear License
To hunt bears, residents and nonresidents must purchase a bear license in addition to all other applicable licenses, permits or stamps, unless license exempt.

KEEP BEARS WILD! Unlawful to Feed Bears
See page 21 for details.

Unlawful to Shoot Without Intent to Retrieve the Bear
No person shall kill or cripple and knowingly allow any game animal to be wasted without making a reasonable effort to retrieve the animal and retain it in their possession.

Unlawful to Dislodge and Continue to Hunt
It is unlawful to dislodge an animal from a tree for the intent of continuing a hunt, chase, or for the purpose of training dogs.

Bag Limits
One per license year, at least 100 pounds live weight or 75 pounds dressed weight (all internal organs removed). Females with cubs may not be harvested.

Bear Checking
See pages 26 and 27.

Look Up the Age of Your Harvested Bear Online!
The age of your harvested bear will be available online 9 to 10 months after the hunting season ends at www.dgif.virginia.gov/wildlife/bear/age.

Tracking Dogs
Allowed (see page 15 for details).

Archery Bear Season

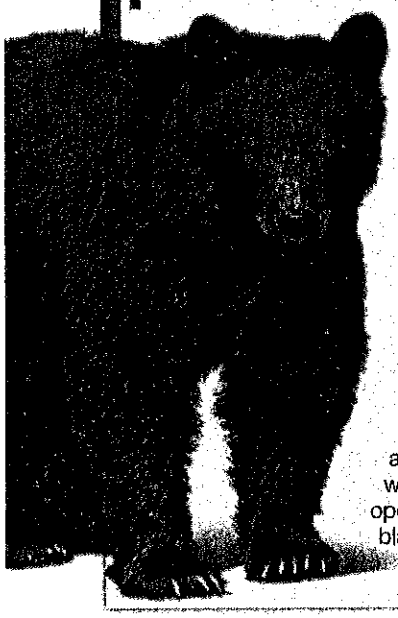
Season Dates
October 5 through November 15: Statewide

Legal Methods and Restrictions
Special restrictions apply to archery tackle use during this season. See Legal Use of Firearms and Archery Tackle, page 20 for details.

- Archery tackle only, excluding slingbows.
- Persons with a disability that prevents them from drawing a bow or crossbow may hunt with an arrowgun during the special archery season provided they have in possession an authorization form provided by the Department that has been completed by their physician.
- Broadhead widths must be at least 7/8-inch wide or expand upon impact to 7/8-inch.
- It is unlawful to use explosive head arrows or arrows to which any drug, chemical, or toxic substance has been added.
- It is unlawful to use dogs, except that dogs may be used to track wounded or dead bear (see Hunting with Dogs, page 15) and dogs may be used by youth or apprentice bear hunters to take bears on October 12.
- It is unlawful to have a firearm in possession, except that a muzzleloading firearm as defined in the muzzleloader bear season section may also be in possession when and where there is an overlap with a muzzleloading bear season where bear hunting with a rifle or muzzleloading firearm is permitted. (See exception for valid concealed handgun permit holders on page 20.)

YOUTH AND APPRENTICE BEAR HUNTING WEEKEND

October 12 through 13



- Hunting weapons legal during the firearms season are allowed on this weekend.
- Statewide (Sunday hunting on private lands only)
- Resident and nonresident youth hunters 15 years of age and under or holders of a valid apprentice hunting license, when in compliance with all applicable laws and licenses, may hunt when accompanied and directly supervised by an adult over the age of 18 who has a valid Virginia hunting license or is exempt from purchasing a hunting license. Nonresident youth of any age need to have the appropriate licenses (unless exempt from purchasing a license).
- Bear bag limit, weight limits, and all other take restrictions apply. If a bear is taken on this weekend, the youth or apprentice hunter may not take another bear in any season.
- Blaze color is required in areas with an open deer firearms season during this weekend. If hunting in an area with no open deer firearms season this weekend, blaze color is strongly recommended.
- Bears may be taken with the aid of dogs on Saturday statewide except:
  - » In the counties of Accomack, Campbell (west of the Norfolk Southern Railroad), Fairfax, Grayson (west of State Route 16), Henry, Loudon, Northampton, Patrick, Pittsylvania (west of the Norfolk Southern Railroad), Roanoke (south of I-81), Smyth (that part south of I-81 and west of State Route 16), and Washington (south of I-81) and the city of Lynchburg.
  - » On the Amelia, Chester F. Phelps, Featherfin, G. Richard Thompson, Mattaponi, Mattaponi Bluffs, Merrimac Farm, Oakley Forest, Parker's Branch on Big Woods, Pettigrew, Robert W Duncan, and Ware Creek Wildlife Management Areas.
- Tracking dogs maintained and controlled on a lead may be used to find a wounded or dead bear.
- Adult hunters accompanying youth or apprentice bear hunters:
  - » do not need a bear license on this weekend.
  - » shall not carry or discharge a firearm.
  - » shall maintain close visual and verbal contact with, provide adequate direction to, and can immediately assume control of the firearm.

Muzzleloader Bear Season

Season Dates

November 9 through 15: Statewide in all areas where hunting with a muzzleloading rifle is permitted.

Legal Methods and Restrictions

Special restrictions apply to specific firearms use during this season. See Legal Use of Firearms and Archery Tackle, page 20, and Local Firearms Ordinances, page 22 for details.

- Only muzzleloading firearms .45 caliber or larger loaded (propellant and projectile) from the muzzle of the gun.
- Muzzleloading firearms must be single shot, capable of firing only a single bullet or saboted bullet (.35 caliber or larger).
- Flintlock, percussion, or electronic ignitions are permitted.
- It is unlawful to have in immediate possession any firearm other than a muzzleloading firearm while hunting with a muzzleloader. (See exception for valid concealed handgun permit holders on page 20.)
- Smokeless powder is allowed in muzzleloading firearms designed for it. **Never use smokeless powder of any type in any quantity in a muzzleloading firearm that is not specifically designed for it.**
- Scopes are permitted.
- For the purposes of transportation in a vehicle, muzzleloading firearms are considered "unloaded" when all powder has been removed from the flashpan, or the percussion cap, primer, or battery has been removed from the firearm.
- Arrowguns are allowed.
- It is unlawful to use dogs, except that dogs may be used to track wounded or dead bear (see Hunting with Dogs, page 15).

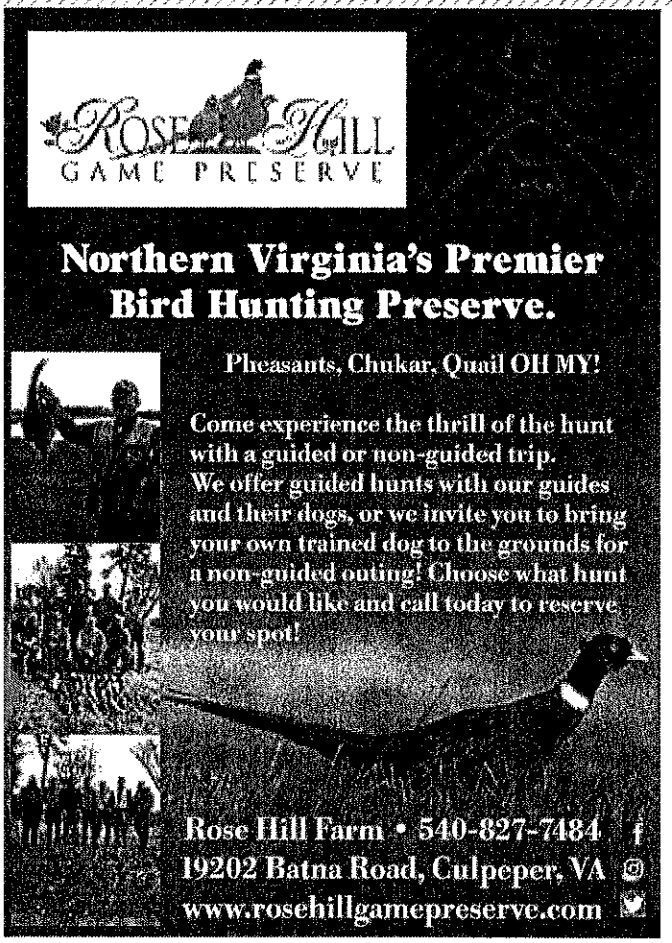
Q: Why do you collect a tooth from harvested bears?

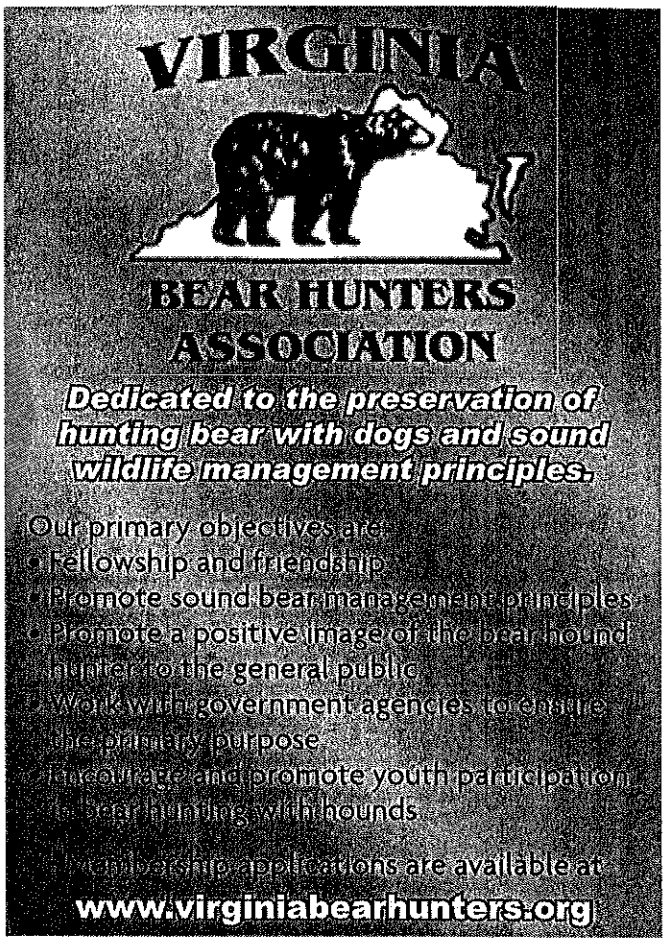
A: The premolar from a bear is used to determine the age of the bear. The age structure of the annual harvest is used to analyze trends and is an important tool needed to manage bear populations in Virginia.

Q: Are bear attractant scents legal in Virginia?

A: Yes and no. They are illegal if they are used in a way that a bear can consume it. A good rule of thumb about these products is if a bear can only smell it, it is considered just a scent and is legal. If a bear can consume it or whatever it is applied to can be consumed, it is considered bait and is illegal.

www.dgif.virginia.gov/bear-aware

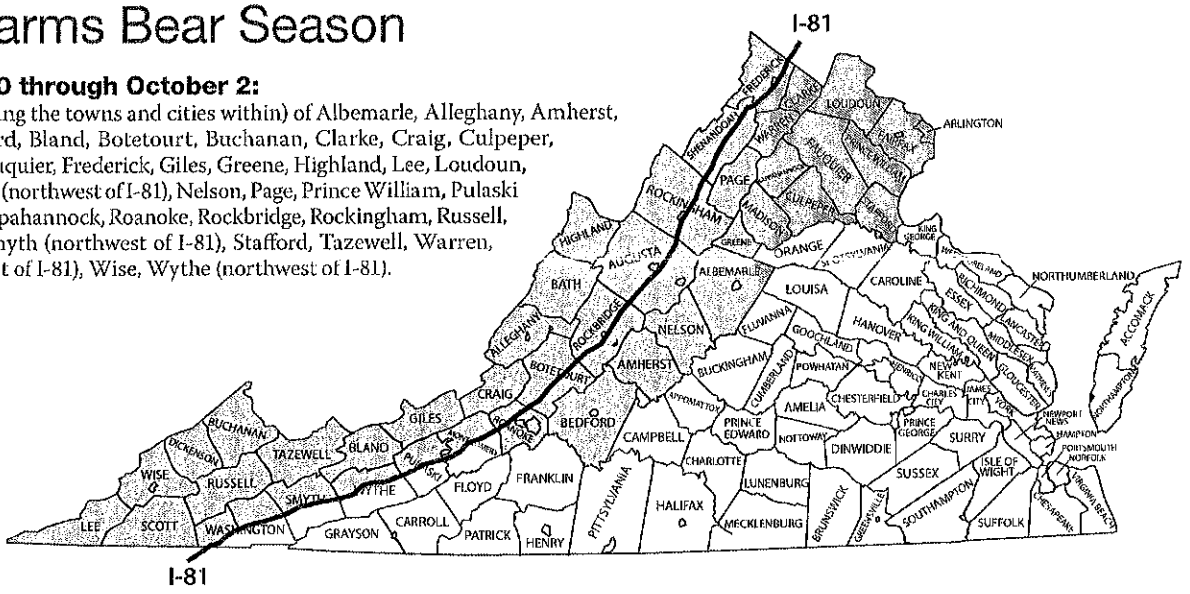




Early Firearms Bear Season

September 30 through October 2:
In the counties (including the towns and cities within) of Albemarle, Alleghany, Amherst, Augusta, Bath, Bedford, Bland, Botetourt, Buchanan, Clarke, Craig, Culpeper, Dickenson, Fairfax, Fauquier, Frederick, Giles, Greene, Highland, Lee, Loudoun, Madison, Montgomery (northwest of I-81), Nelson, Page, Prince William, Pulaski (northwest of I-81), Rappahannock, Roanoke, Rockbridge, Rockingham, Russell, Scott, Shenandoah, Smyth (northwest of I-81), Stafford, Tazewell, Warren, Washington (northwest of I-81), Wise, Wythe (northwest of I-81).

Closed



Firearms Bear Seasons

October 1 through January 4:
In the cities of Chesapeake, Suffolk, and Virginia Beach.

November 25 through January 4:
In the counties of Albemarle, Alleghany, Amherst, Arlington, Augusta, Bath, Bedford, Bland, Botetourt, Buchanan, Caroline, Chesterfield, Clarke, Craig, Culpeper, Dickenson, Fairfax, Fauquier, Fluvanna, Frederick, Giles, Goochland, Greene, Hanover, Henrico, Highland, Lee, Loudoun, Louisa, Madison, Montgomery, (northwest of I-81), Nelson, Orange, Page, Powhatan, Prince William, Pulaski (northwest of I-81), Rappahannock, Roanoke, Rockbridge, Rockingham, Russell, Scott, Shenandoah, Smyth (northwest of I-81), Spotsylvania, Stafford, Tazewell, Warren, Washington (northwest of I-81), Wise, Wythe (northwest of I-81), and on the Clinch Mountain and Hidden Valley Wildlife Management Areas and Channels State Forest.

December 2 through January 4:
In the counties of Carroll, Floyd, Franklin, Grayson, Henry, Montgomery (southeast of I-81), Patrick, Pulaski (southeast of I-81), Smyth (southeast of I-81), Washington (southeast of I-81), Wythe (southeast of I-81).

December 2 through 21:
In the counties of Amelia, Appomattox, Brunswick, Buckingham, Campbell, Charles City, Charlotte, Cumberland, Dinwiddie, Essex, Gloucester, Greensville, Halifax, Isle of Wight, James City, King and Queen, King George, King William, Lancaster, Lunenburg, Mathews, Mecklenburg, Middlesex, New Kent, Northumberland, Nottoway, Pittsylvania, Prince Edward, Prince George, Richmond, Southampton, Surry, Sussex, Westmoreland, and York.

Closed
In the counties of Accomack and Northampton.

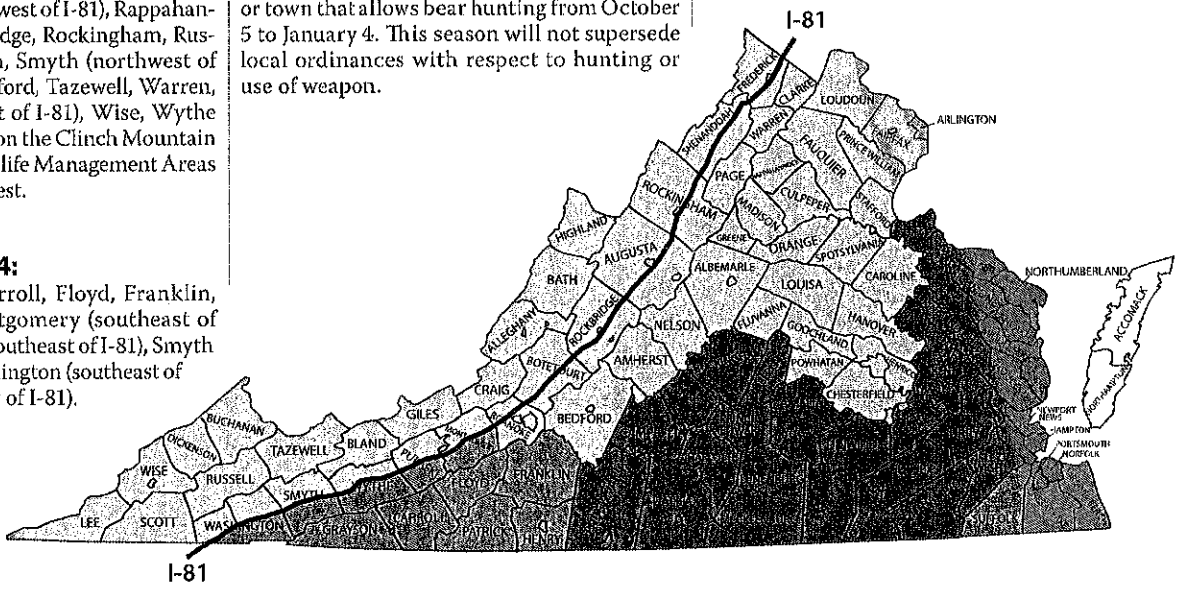
Cities and Towns

Bears may be harvested using any lawful weapon within the incorporated limits of any city or town that allows bear hunting from October 5 to January 4. This season will not supersede local ordinances with respect to hunting or use of weapon.

Legal Methods and Restrictions

Special restrictions apply to specific firearms use during this season. See Legal Use of Firearms and Archery Tackle, page 20, and Local Firearms Ordinances, page 22 for details.

- Modern firearms
- Arrowguns are allowed
- Archery tackle (excludes slingbows)
- Muzzleloading firearms



Bear Hound Training/Chase Season

NO BLACK BEAR MAY BE TAKEN DURING THIS SEASON.

Hours

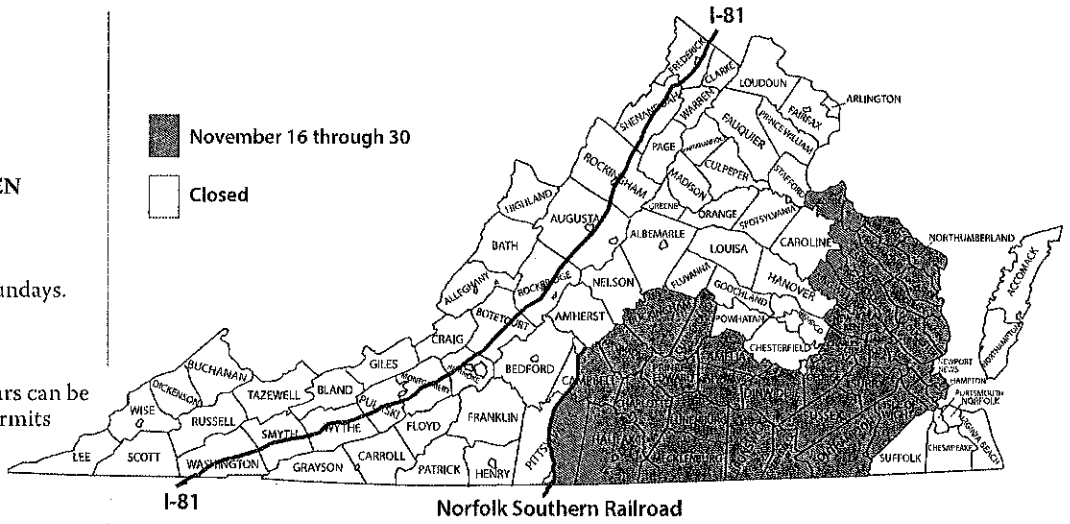
4:00 a.m. to 10:00 p.m., including Sundays. See maps for dates and locations.

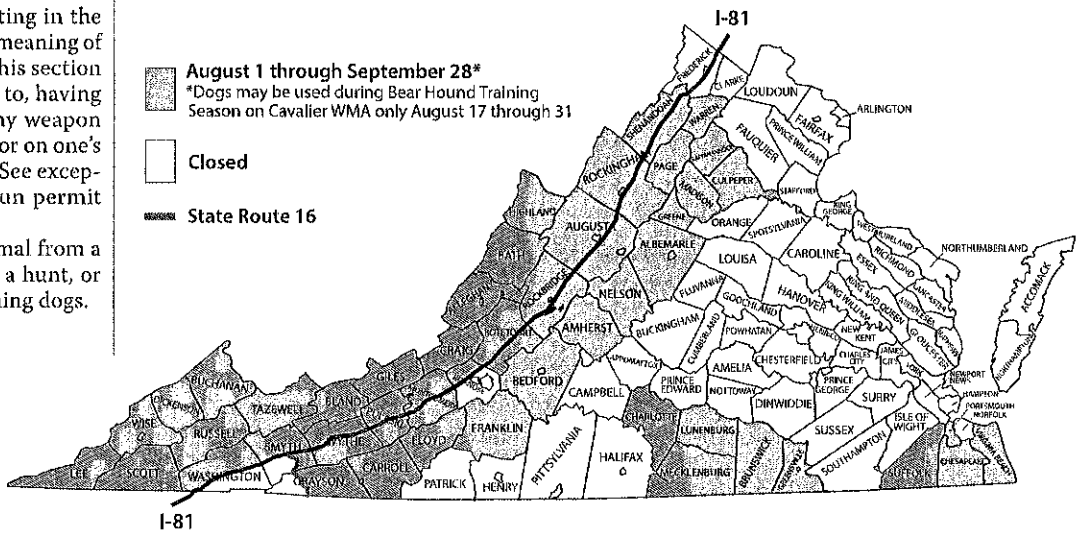
Licenses Required

Same for hunting seasons where bears can be taken. See licenses, stamps, and permits section for appropriate required licenses.

Unlawful Methods

- It is unlawful to have in possession a firearm, archery tackle or any weapon capable of taking a black bear while participating in the bear hound training season. The meaning of "possession" for the purpose of this section shall include, but not be limited to, having a firearm, bow, crossbow, or any weapon capable of taking a black bear in or on one's person, vehicle, or conveyance. (See exception for valid concealed handgun permit holders on page 20.)
- It is unlawful to dislodge an animal from a tree for the intent of continuing a hunt, or chase, or for the purpose of training dogs.





DOGS MAY NOT BE USED TO HUNT BEARS:

- During the firearms deer season in the counties west of the Blue Ridge and during the first 16 days of the deer open season in the counties of Amherst (west of Rt. 29), Bedford, and Nelson (west of Rt. 151).
- During the first 14 hunting days of the firearms deer season in Madison and Greene counties.
- During the firearms bear season in the counties of Campbell (west of Norfolk Southern Railroad), Carroll (east of the New River), Fairfax, Floyd, Franklin, Grayson (east of the New River), Henry, Loudoun, Montgomery (south of I-81), Patrick, Pittsylvania (west of Norfolk Southern Railroad), Pulaski (south of I-81), Roanoke (south of I-81), and Wythe (southeast of the New River or that part bounded by Rt. 21 on the west, I-81 on the north, the county line on the east, the New River on the southeast and Cripple Creek on the south), and in the city of Lynchburg.
- On the Amelia, Chester F. Phelps, Featherfin, G. Richard Thompson, Mattaponi, Mattaponi Bluffs, Merrimac Farm, Oakley Forest, Parker's Branch Tract on Big Woods, Pettigrew, Robert W. Duncan, and Ware Creek Wildlife Management Areas.
- When hunting during the archery or muzzleloading bear seasons, except in certain counties during the youth/apprentice bear hunting weekend (see pages 28 and 29).
- On Cavalier WMA dogs may only be used during the Bear Hound Training Season from August 17 through 31.
- On Sundays while in possession of a weapon. The meaning of "possession" for the purpose of this section shall include, but not be limited to, having a firearm, bow, crossbow, or any weapon capable of taking a black bear in or on one's person, vehicle, or conveyance. (See exception for valid concealed handgun permit holders on page 20.)

General Information

Bag Limits

East of the Blue Ridge (except on National Forest lands in Amherst, Bedford, and Nelson counties)

The bag limit for deer shall be two a day, six a license year. Of the six-deer limit, no more than three may be antlered deer and at least three must be antlerless deer (unless noted in the exception below).

Exception

- The daily bag limit for deer shall be unlimited in Arlington, Fairfax, Loudoun, and Prince William counties (including the cities and towns within). However, no more than three antlered deer may be killed in a license year.

West of the Blue Ridge and on National Forest lands in Amherst, Bedford, and Nelson counties

The bag limit for deer shall be two a day and five a license year. Of the five-deer limit, no more than two may be antlered deer and at least three must be antlerless deer (unless noted in the exceptions below).

Exceptions

- Only one deer per day may be taken on National Forest lands statewide and Department-owned and Department-managed lands west of the Blue Ridge.
- If a deer hunter kills two antlered bucks in a license year in Alleghany, Augusta, Bath, Highland, or Rockbridge County, at least one of the bucks must have at least four antler points, one inch or longer, on one side of the antlers.
- Only one elk per day may be taken statewide.

Bag Limit Exceptions

- Deer hunters, including those exempt from purchasing a license, on private land and authorized public lands may take more than the license-year bag limit of antlerless deer by using bonus deer permits or special permits (DCAP, DMAP, and DPOP).
- DCAP, DMAP, and DPOP tags do not count against the daily or season bag limit.

BONUS DEER PERMITS

- Are valid for one year from date of purchase.
- Are valid for antlerless deer only.
- Are valid only on private lands and authorized public lands.
- Are valid only on designated either-sex deer hunting days.
- Are valid during all archery, muzzleloader, and firearms deer seasons.
- Allow deer to be taken in addition to the license year bag limit.
- Do not allow the daily bag limit to be exceeded.
- Are not valid on National Forest and Department-owned lands.
- Are not valid in Buchanan, Dickenson, and Wise counties.
- Come with no restriction on number that may be purchased and used.

Antlered and Antlerless Deer

Deer Tags

- Either-sex deer tags (commonly called "buck" tags) may be used on antlered or antlerless deer.
- Antlerless-only deer tags (commonly called "doe" tags) may only be used on antlerless deer.

Antlered Deer

- Antlered deer must have antlers visible above the hairline.
- An antlered deer must be tagged with an either-sex deer tag.

Antlerless Deer

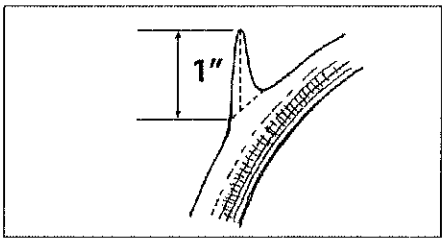
- **Antlerless deer may only be taken during designated either-sex deer hunting days** during the archery season(s), muzzleloading season(s), and firearms season(s). Youth deer hunters, see Youth and Apprentice Deer Hunting Weekend and Youth and Apprentice Antlerless Deer Regulation provisions on page 35.
- Antlerless deer (does, button bucks, and shed-antlered bucks) may be tagged with an antlerless-only deer tag or an either-sex deer tag.
- Button bucks, male fawns approximately six months old, are considered antlerless deer. The hair covered bumps on a button buck's head are not antlers. They are the pedicels from which the antlers will grow the next year.
- Antlered deer that have shed their antlers, usually in late December or early January, are also considered antlerless deer.

Shed-antlered buck (antlerless deer) ©Leonard Lee Rue III

Button buck (antlerless deer) ©Wyman Meinzer

Antlered buck ©Thomas Kirkland

Antler Point Restrictions



Alleghany, Augusta, Bath, Highland, and Rockbridge Counties

If a deer hunter kills two antlered bucks in a license year, at least one of the bucks must have at least four antler points, one inch or longer, on one side of the antlers (in each of the counties listed above).

Wildlife Management Areas

Antler point restrictions (APRs) are in effect on the Parkers Branch Tract of the Big Woods WMA, the Quality Deer Management area/ portion of the Fairystone WMA, all of the Featherfin WMA. Antlered deer must have at least four antler points, one inch or longer, on one side of the antlers to be legally harvested. See informational kiosks at these locations for specific details and APR boundaries.

Q: Are deer cover scents/lures legal in Virginia?

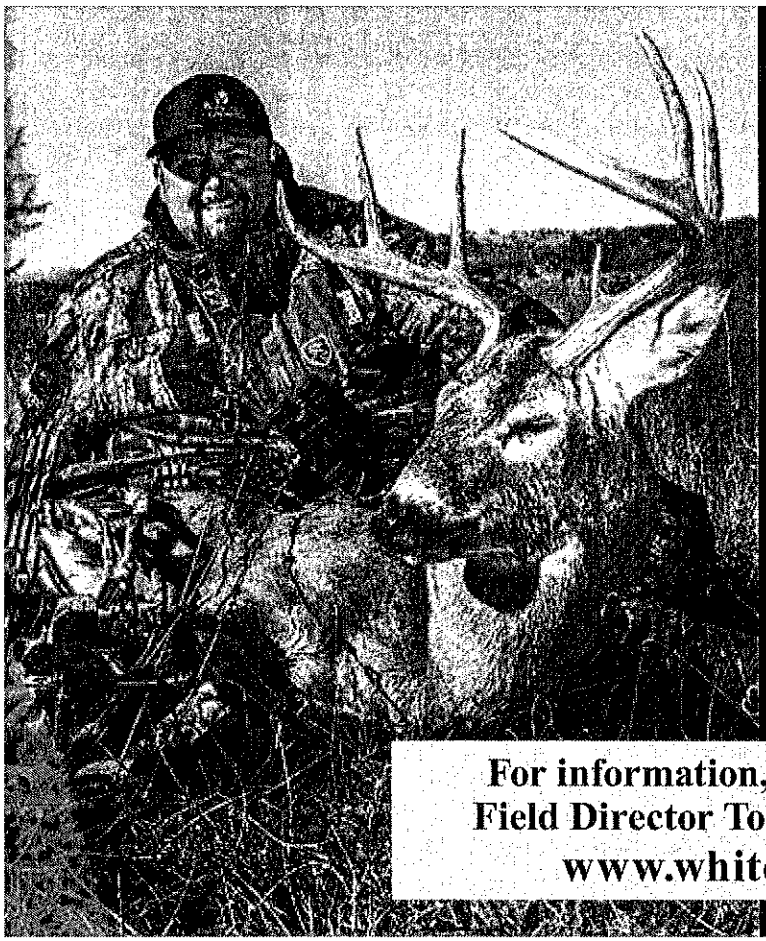
A: Yes, but there are two restrictions. First, they are illegal if they are used in a way where a deer can lick or consume it. A good rule of thumb about these products is if a deer can only smell it, it is a cover scent and it is legal. If a deer can lick and ingest it, it is considered bait and it is illegal. Second, the possession or use of deer scents/lures that contain natural deer urine or other bodily fluids from deer is also illegal.

Q: Five western counties have an antler point restriction (APR) limiting deer hunters to killing one small antlered buck per license year. If I deer hunt in two of these counties, can I legally kill a small buck in one APR county and then another small buck in a second APR county in the same license year?

A: Yes, the APR restrictions are county specific.

Q: In the five counties with an antler point restriction is there a specific order in which the deer must be killed within each county?

A: No. The rule limits hunters to killing one small buck per year. It does not specify the order. For example, if a hunter killed a small buck first, his or her next buck would have to be a big buck (have 4 or more points on one side). However, if they killed a big buck first, their second buck could legally be a small buck or a second big buck.



"Celebrate the deer hunting tradition by attending a WHITETAILS UNLIMITED event near you."

~ Travis "T-Bone" Turner
Whitetails Unlimited spokesperson and co-host of Michael Waddell's *Bone Collector* TV Show.

For information, please call WTU's Virginia Field Director Todd Puckett at (434) 363-8240.
www.whitetailsunlimited.com

Earn a Buck (EAB)

Deer taken in one EAB county, city, or town do not "carry over" to any other EAB county, city, or town. Each county, city, or town is its own separate management unit with regards to EAB.

Private lands in Albemarle, Bedford, Culpeper, Fauquier, Floyd, Franklin, Grayson, Hanover, Henrico, James City, Montgomery, Pulaski, Rappahannock, Roanoke, Shenandoah, and York counties

Within a license year and within each individual county listed above, you must have taken at least one antlerless deer on private lands in that county before taking a second antlered deer on private lands in that county. In those counties listed above east of the Blue Ridge Mountains where it is legal to harvest a third antlered deer, you must have taken at least two antlerless deer on private lands in that county before taking a third antlered deer on private lands in that county.

Example -- Within a license year, you must have taken at least one antlerless deer on private lands in Albemarle County before taking a second antlered deer on private lands in Albemarle County. You must have taken at least two antlerless deer on private lands in Albemarle County before taking a third antlered deer on private lands in Albemarle County.

Private lands in Clarke, Frederick, and Warren counties

Within a license year and within each individual county listed above, you must have taken at least two antlerless deer on private lands in that county before taking a second antlered deer on private lands in that county.

Example – Within a license year, you must have taken at least two antlerless deer on private lands in Clarke County before taking a second antlered deer on private lands in Clarke County.

Arlington, Fairfax, Loudoun, and Prince William (except on Department of Defense lands) counties

EAB does not apply to Department of Defense (DOD) lands in Prince William County.

Within a license year and within each individual county listed above, you must have taken at least two antlerless deer in that county before taking a second antlered deer in that county. You must have taken at least three antlerless deer in that county before taking a third antlered deer in that county.

Example – Within a license year, you must have taken at least two antlerless deer in Fairfax County before taking a second antlered deer in Fairfax County. You must have taken at least three antlerless deer in Fairfax County before taking a third antlered deer in Fairfax County.

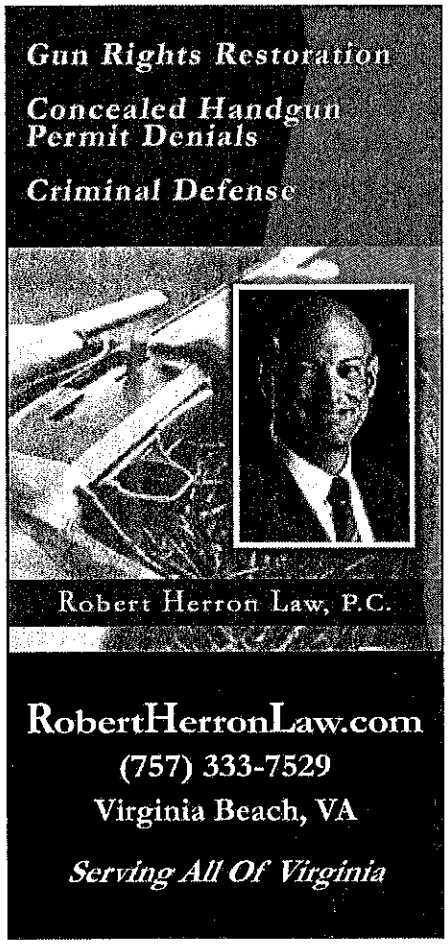
Cities and Towns

EAB does not apply to the cities of Chesapeake, Suffolk, and Virginia Beach.

Within a license year and within any city or town (except the cities of Chesapeake, Suffolk, and Virginia Beach), you must have taken at least one antlerless deer in that city or town before taking a second antlered deer in that city or town. In those cities and towns east of the Blue Ridge Mountains where it is legal to harvest a third antlered deer, you must have taken at least two antlerless deer in that city or town before taking a third antlered deer in that city or town.

Example -- Within a license year, you must have taken at least one antlerless deer in the City of Lynchburg before taking a second antlered deer in the City of Lynchburg. You must have taken at least two antlerless deer in the City of Lynchburg before taking a third antlered deer in the City of Lynchburg.

Earn a Buck questions and answers can be found at www.dgif.virginia.gov/hunting/regulations/general/#EAB



Q: How are the opening days for deer season set in Virginia?

A: Season ..... Opening Day
Urban Archery..... First Saturday in September
Early Archery..... First Saturday in October
Early Muzzleloader..... Saturday prior to the first Monday in November
Firearms..... Saturday prior to the third Monday in November
Note: Does not apply to the cities of Chesapeake, Suffolk (east of the Dismal Swamp line) or Virginia Beach.

ACT RESPONSIBLY

Dispose of Your Deer Carcass!

Don't give hunters a bad name by leaving deer parts in public locations, in parking lots, in waterways, or along roads. A recommended method of disposing of unused deer carcass parts is to double bag them and take them to a lined landfill or dumpster location which accepts deer carcasses. A second method is to simply dig a pit in which the deer carcass parts are placed, provided no other trash is placed in the pit. After the hunting season, cover the pit with at least six inches of soil. If you are caught dumping a carcass or deer parts in an unauthorized area, you may be charged with littering.

Youth and Apprentice Deer Hunting Weekend

September 28 and 29

- Statewide.
- Resident and nonresident youth hunters 15 years of age and under or holders of a valid apprentice hunting license, when in compliance with all applicable laws and licenses, may hunt when accompanied and directly supervised by an adult over the age of 18 who has a valid Virginia hunting license or is exempt from purchasing a hunting license. Nonresident youth of any age need to have the appropriate licenses (unless exempt from purchasing a license).
- Deer of either sex may be taken.
- Antlerless deer taken on the youth and apprentice deer hunting weekend are in addition to an antlerless deer taken under the youth and apprentice antlerless deer regulation and on either-sex deer hunting days.
- Deer harvested by youth or apprentice hunters count against their daily and season bag limit.
- Blaze colored requirements and exceptions for firearms deer season are in effect (see page 13).
- Deer hunting with dogs is prohibited, except that tracking dogs are allowed (see Hunting with Dogs, page 15).
- Adult hunters accompanying youth or apprentice deer hunters:
  - » do not need a deer/turkey license on this weekend.
  - » shall not carry or discharge a weapon.
  - » shall maintain close visual and verbal contact with, provide adequate direction to, and can immediately assume control of the firearm.
- Unless specified above, all other normal firearm deer regulations apply (e.g., daily and season bag limits, tagging and checking, EAB, antler point restrictions, etc.).

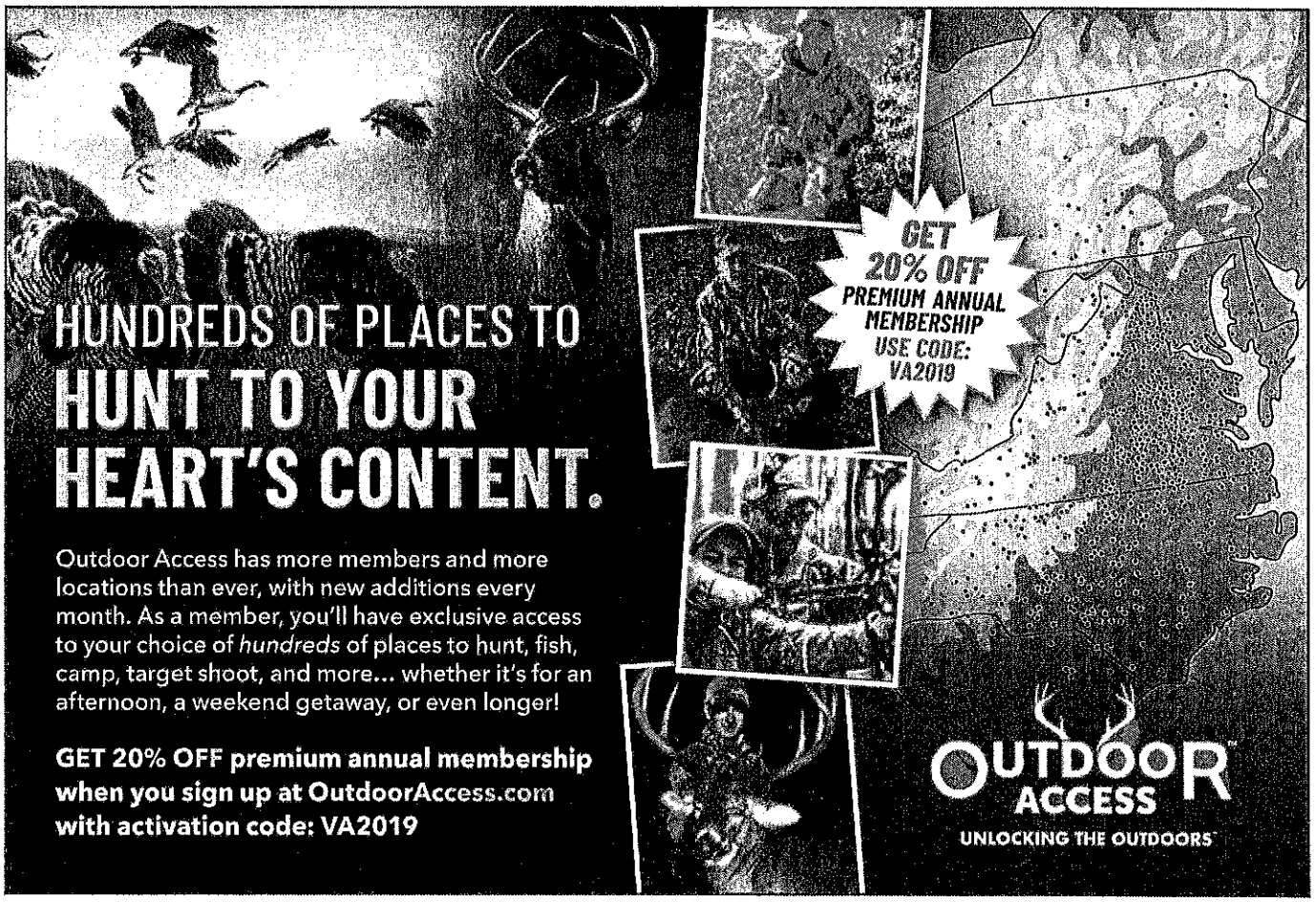
Youth and Apprentice Deer Hunting Weekend questions and answers can be found at:
www.dgif.virginia.gov/youth/hunting/

Q: If an apprentice license holder has had their hunter safety course, must they still be accompanied and directly supervised by a mentor over 18 on the youth and apprentice deer hunting weekend?

A: Yes. The youth deer hunting weekend regulation requires that all youth and apprentice license holders be accompanied by an adult mentor.

Youth and Apprentice Antlerless Deer Regulation

Resident or nonresident deer hunters 15 years of age and under and holders of a valid apprentice hunting license may take one antlerless deer per license year on days other than designated either-sex deer hunting days during the muzzleloading season(s) or the firearms season(s) in all counties. This regulation applies to all private and public lands (National Forest, State Forests, WMAs, etc.) statewide. This regulation is in addition to either-sex deer hunting days. For example, if a youth or apprentice deer hunter killed one or more antlerless deer on designated either-sex deer hunting days, he or she could still take one antlerless deer on a day not designated an either-sex deer hunting day.



Archery Deer Seasons

Early Archery Season
October 5 through November 15:
Statewide.

Late Archery Seasons
December 1 through January 4:
- In all areas west of the Blue Ridge unless noted in the season exception below.
  Season Exception: Clarke and Floyd counties and on private lands in Frederick County.

December 2 through January 4:
- On the Chester F. Phelps WMA and on National Forest Lands in Frederick County.
- On National Forest lands in Amherst, Bedford and Nelson counties.

December 1 through January 4:
- In the cities of Chesapeake, Suffolk (east of the Dismal Swamp line), and Virginia Beach.

December 15 through January 4:
- In the counties (including the cities and towns within) of Amherst (west of Route 29), Bedford, Floyd, Franklin, Henry, Nelson (west of Route 151), and Patrick..

Archery Either-Sex Deer Hunting
Deer of either sex may be taken full season during the early and late archery deer seasons, including the cities of Chesapeake, Virginia Beach and Suffolk (east of the Dismal Swamp Line).

Urban Archery Deer Seasons
During this season only antlerless deer may be taken. Earn A Buck (EAB) applies to all the cities (except Chesapeake and Suffolk) and all the towns listed below and in the counties of Fairfax, James City, Prince William (except DOD land), Roanoke (except on National Forest and Department-owned lands), and York. See EAB section on page 34.

September 7 through October 4 and January 5, 2020 through March 29, 2020
- Within the incorporated limits of the cities of Charlottesville, Chesapeake (except on Department-owned lands), Colonial Heights, Danville, Emporia, Franklin, Fredericksburg, Galax, Hopewell, Lexington, Lynchburg, Martinsville, Poquoson, Radford, Richmond, Staunton, Suffolk, and Winchester; and in the towns of Altavista, Amherst, Bedford, Blacksburg, Blackstone, Boones Mill, Buchanan, Chatham, Christiansburg, Farmville, Front Royal, Halifax, Hurt, Independence, Irvington, Kenbridge, Lebanon, Pearisburg, Pulaski, Richlands, Rocky Mount, Saltville, Smithfield, Stuart, Tazewell, Victoria, West Point, and Wytheville; and in the counties of Chesterfield (may be limited to certain areas, see website), Fairfax, James City, Prince William (except DOD land), Roanoke (except on National Forest and Department-owned lands), Stafford, and York.
- Archery or crossbow deer hunters hunting during the early urban archery deer season are required to wear blaze color on the Youth and Apprentice Deer Hunting Weekend. For exceptions to the blaze colored requirement see page 13.
- Lists of properties available for hunting are not maintained by the Department or local governments.
- Go to www.dgif.virginia.gov/hunting/urban-archery-season for local restrictions and other urban archery information.
- All other "normal" deer regulations apply (e.g., daily and season bag limits, tagging and checking, DMAP, DCAP, EAB, special antler restrictions, etc.).

NOVA Late Archery Season
During this season only antlerless deer may be taken.

March 30, 2020 through April 26, 2020:
- In Arlington, Fairfax, Loudoun, and Prince William (except on Department-owned lands) counties (including the cities and towns within).

TREE STAND SAFETY GUIDELINES

- Use a full-body safety harness to secure yourself to the tree. Stay attached whenever you are off the ground. Minimize slack in the tether so that if you fall, it will not be very far. This reduces the risk of injury and may allow you to climb back into your stand. Hanging in a harness for a long time may cause irreversible injury or death. Have a plan for self-rescue.
- Never climb with equipment; use a haul line to get your unloaded gun or bow into and out of the tree stand. Crossbows may be raised while cocked, but should never be loaded with an arrow until you are securely in the stand and ready to hunt. It can be dangerous to try to cock a crossbow while in a tree.
- Keep manufactured tree stands in good working condition. Always follow the manufacturer's instructions carefully.
- Many falls occur because of the failure of homemade stands, especially as they age. It is best to avoid them.
- While most manufactured tree stands are safe if used properly, they are occasionally found to be defective and recalled. To find out if your stand has been recalled, check the Consumer Product Safety Commission website at www.CPSC.gov.

Additional Information on safety harnesses:
www.dgif.virginia.gov/hunting/education/treestand-safety

Legal Methods and Restrictions During Archery Deer Seasons
Special restrictions may apply during this season. See Legal Use of Firearms and Archery Tackle, page 20, and Local Firearms Ordinances, page 22 for details.

- Archery tackle.
- Persons with a disability that prevents them from drawing a bow or crossbow may hunt with an arrowgun during the special archery season provided they have in possession an authorization form provided by the Department that has been completed by their physician.
- Broadhead widths must be at least 7/8-inch wide or expand upon impact to 7/8-inch.
- It is unlawful to use explosive head arrows or arrows to which any drug, chemical, or toxic substance has been added.
- It is unlawful to use dogs, except that dogs may be used to track wounded or dead deer (see Hunting with Dogs, page 15).
- It is unlawful to have a firearm in possession except that a muzzleloading firearm, as defined in the muzzleloader deer seasons section, may also be in possession when and where there is an overlap with a muzzleloading deer season where deer hunting with a rifle or muzzleloading firearm is permitted. (See exception for valid concealed handgun permit holders on page 20.)

BOWHUNTERS NEEDED FOR SURVEY

The Department has an ongoing statewide bowhunter survey to obtain information on bear, deer, turkey, small game, and furbearer populations. Participants will receive an annual survey form to complete during the early archery deer season and a copy of the results after they are compiled. To participate, please contact Mike Fies with your mailing address at mike.fies@dgif.virginia.gov.

Muzzleloader Deer Seasons

In all areas where hunting with a muzzleloading rifle is permitted.

Note: Deer hunters west of the Blue Ridge Mountains may take both of their season limit of two antlered deer during the early muzzleloading season.

Muzzleloader deer hunters and persons accompanying a muzzleloader deer hunter shall wear blaze color, except when physically located in a tree stand or other stationary hunting locations.

Early Muzzleloader Season

November 2 through 15:

There is no early muzzleloader season in the cities of Chesapeake, Virginia Beach, or Suffolk (east of the Dismal Swamp line) since it occurs during the general firearms season.

Antlered deer may be taken every day of the season. Antleress deer may only be taken on the designated either-sex deer hunting days listed below.

Either-sex Deer Hunting Days
East of the Blue Ridge:
November 2 through 15 (full season):
In all areas (including Merrimac Farm WMA and Occoneechee State Park) unless otherwise noted below.

- **November 9:** On State Forest lands, State Park lands (except Occoneechee State Park), Department-owned lands (except Merrimac Farm WMA), and Philpott Reservoir.
- **Antlered deer only–no either-sex deer hunting days:** On National Forest lands in Amherst, Bedford, and Nelson counties. Special Youth and Apprentice Antlerless Deer Regulation applies.

Either-sex Deer Hunting Days
West of the Blue Ridge:
November 2 through 15 (full season):
- On private lands in Botetourt, Carroll, Clarke, Floyd, Frederick, Grayson, Montgomery, Pulaski, Roanoke, Rockingham (east of Route 613 and 731), Scott, Shenandoah, Warren and Wythe counties.

November 9:
- On private lands in Alleghany, Augusta, Bath, Bland, Craig, Giles, Highland, Page, Rockbridge, Smyth and Washington counties, and on the Highland WMA.

Antlered deer only–no either-sex deer hunting days:
- On all National Forest and Department-owned lands in all counties west of the Blue Ridge Mountains (except the Highland WMA).
- In Buchanan, Dickenson, Lee, Rockingham (west of Routes 613 and 731), Russell, Tazewell, and Wise counties.
- On Channels State Forest, Grayson Highlands State Park, Hungry Mother State Park, PALS (Public Access Lands) in Dickenson County, and Flannagan Reservoir.
- Special Youth and Apprentice Antlerless Deer Regulation applies.

Late Muzzleloader Season East of the Blue Ridge

December 14 through January 4:
In the counties (including the cities and towns within) of Amherst (west of Route 29), Bedford, Franklin, Henry, Nelson (west of Route 151), and Patrick, and in the cities of Chesapeake, Suffolk (east of the Dismal Swamp line), and Virginia Beach.

Either-sex Deer Hunting Days
East of the Blue Ridge:
December 14 through
January 4 (full season):
- In the counties of Amherst (west of Route 29 except on National Forest lands), Bedford (except on National Forest lands), Franklin, Henry, Nelson (west of Route 151 except on National Forest lands), and Patrick.

December 30 through January 4:
- In the cities of Chesapeake, Suffolk (east of the Dismal Swamp line), and Virginia Beach.

January 4:
- On National Forest lands in Amherst, Bedford, and Nelson counties.

Late Muzzleloader Season West of the Blue Ridge

December 14 through January 4:
In all areas west of the Blue Ridge unless noted in the season exception below.
Season Exception:
- There is no late muzzleloader season in Clarke County and on private lands in Frederick County since it occurs during the general firearms season.

Either-sex Deer Hunting Days
West of the Blue Ridge:
December 14 through
January 4 (full season):
- On private lands in Botetourt, Carroll, Floyd, Grayson, Montgomery, Pulaski, Roanoke, Rockingham (east of Routes 613 and 731), Shenandoah, Warren, and Wythe counties.

December 30 through January 4:
- On private lands in Augusta, Bland, Craig, Giles, Page, Rockbridge, Scott, Smyth and Washington counties.

January 4:
- In Alleghany, Bath, Dickenson, Highland, Lee, Rockingham (west of Routes 613 and 731), Russell, Tazewell, and Wise counties.
- On all National Forest and Department-owned lands in all counties west of the Blue Ridge Mountains.
- On Channels State Forest, Grayson Highlands State Park, and Hungry Mother State Park.

Antlered deer only–no either-sex deer hunting days:
- In Buchanan County. Special Youth and Apprentice Antlerless Deer Regulation applies.

Legal Methods and Restrictions During Muzzleloading Deer Seasons

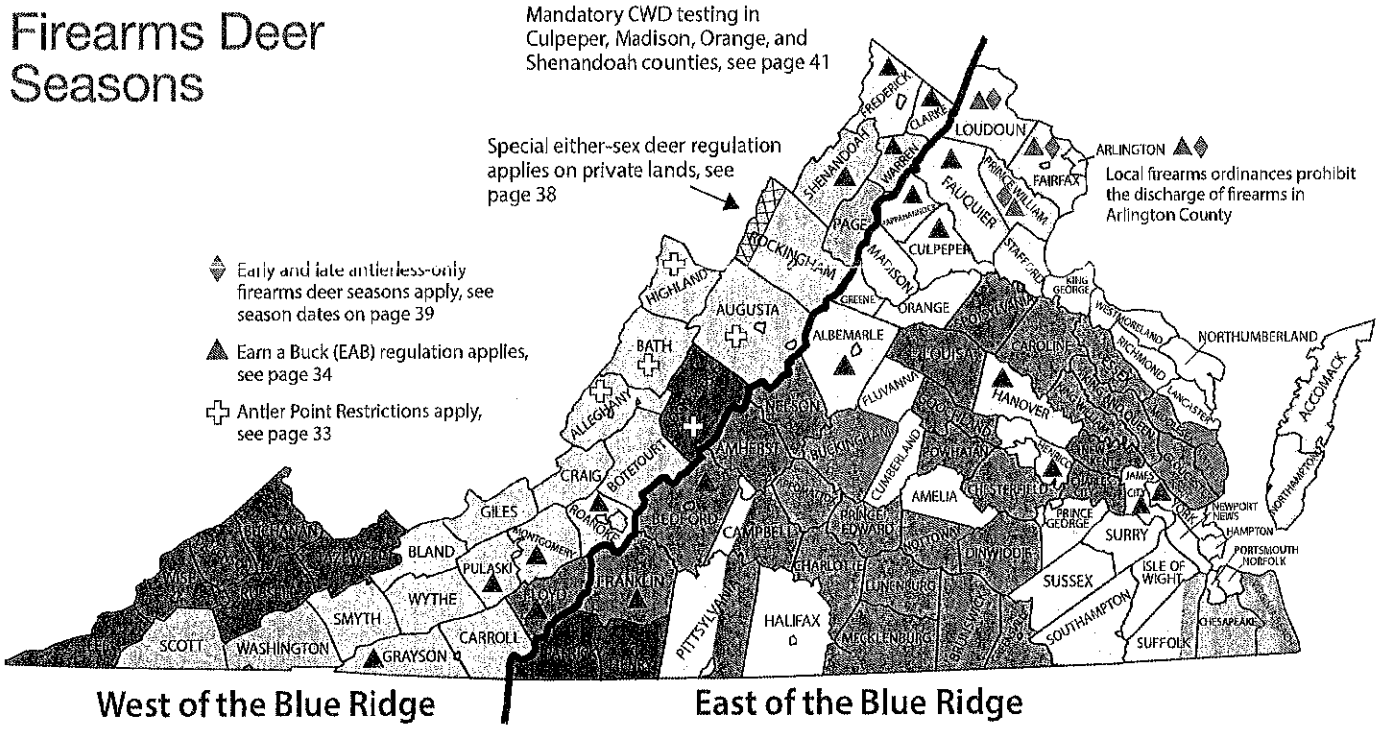
Special restrictions apply to specific firearms use during this season. See Legal Use of Firearms and Archery Tackle, page 20, and Local Firearms Ordinances, page 22, for details.

- Only muzzleloading firearms .45 caliber or larger loaded (propellant and projectile) from the muzzle of the gun.
- Muzzleloading firearms must be single shot, capable of firing only a single bullet or saboted bullet (.35 caliber or larger).
- Flintlock, percussion, or electronic ignitions are permitted.
- Muzzleloading pistols which meet the three restrictions listed above are legal.
- It is unlawful to have in immediate possession any firearm other than a muzzleloading firearm while hunting with a muzzleloader. (See exception for valid concealed handgun permit holders on page 20.)
- Smokeless powder is allowed in muzzleloading firearms designed for it. **Never use smokeless powder in a muzzleloading firearm that is not specifically designed for it.**
- Scopes are permitted.
- For the purposes of transportation in a vehicle, muzzleloading firearms are considered "unloaded" when all powder has been removed from the flashpan, or the percussion cap, primer, or battery has been removed from the firearm.
- Arrowguns are allowed.
- It is unlawful to hunt deer with dogs, except that dogs may be used to track wounded or dead deer (see Hunting with Dogs, page 15).
- It is lawful to carry archery tackle when and where there is an overlap with a deer archery and muzzleloader season.

Muzzleloader Either-Sex Deer Hunting for Incorporated Cities and Towns

- Deer of either sex may be taken full season during the muzzleloader seasons within the incorporated limits of any city or town in the Commonwealth that allows muzzleloading deer hunting (except in the cities of Chesapeake, Suffolk, and Virginia Beach) and only with the weapons (archery tackle and/or muzzleloaders) authorized by each individual city or town.
- Earn a buck applies to all cities and towns except Chesapeake, Suffolk, and Virginia Beach (see page 34).

Firearms Deer Seasons



Antlered deer may be taken every day of the season. Antlerless deer may only be taken on designated either-sex deer hunting days. Special Youth and Apprentice Deer Regulation applies statewide.

November 16 through 30

In the counties (including the cities and towns within) of Augusta, Botetourt, Carroll, Craig, Giles, Grayson*, Montgomery*, Pulaski*, Roanoke*, Rockingham, Shenandoah*, Smyth, Warren*, and Wythe.

Either-sex Deer Hunting Days:

November 16 through 30 (full season):
In all areas unless otherwise noted below.

- **November 23 and November 30:** On National Forest and Department-owned lands in Carroll, Craig, and Wythe counties and on National Forest lands in Giles, Montgomery, and Pulaski counties.
- **November 30:** On private land west of Routes 613 and 731 in Rockingham County and on National Forest and Department-owned lands in Augusta, Botetourt, Roanoke, and Smyth counties and on National Forest lands in Grayson, Rockingham, Shenandoah, and Warren counties and on portions of Grayson Highlands State Park.

November 16 through 30

In the counties (including the cities and towns within) of Lee, Rockbridge, Russell, and Tazewell.

Either-sex Deer Hunting Days:

November 23, 29 and 30:
In all areas unless otherwise noted below.

- **November 30:** On Department-owned lands in Russell County and on National Forest and Department-owned lands in Rockbridge and Tazewell counties and on the Channels State Forest.
- **Antlered deer only–no either-sex deer hunting days:** On National Forest lands in Lee County.

November 16 through January 4

In the counties (including the cities and towns within) of Accomack, Albemarle*, Arlington*, Campbell (west of Norfolk Southern Railroad), Clarke*, Culpeper* (see season exception for C. F. Phelps WMA below), Fairfax*, Fauquier* (see season exception for C. F. Phelps WMA below), Frederick* (see season exception for National Forest lands below), Greene, Hanover*, Henrico*, Isle of Wight, James City*, Loudoun*, Madison, Northampton, Orange, Pittsylvania (west of Norfolk Southern Railroad), Prince George, Prince William*, Rappahannock*, Southampton, Stafford, Suffolk (west of the Dismal Swamp line), Surry, Sussex, and York*.

- In Arlington County*, City of Hampton*, and City of Richmond* (in the City of Richmond: archery only, no special permit is required for archery deer hunting). Note: Local Ordinances prohibit the discharge of firearms in these areas (see Local Firearms Ordinances, page 22).
- In the City of Lynchburg* (on private lands for which a special permit has been issued by the Chief of Police).
- In the City of Newport News*: archery only, no special permit is required for archery deer hunting.
- In Fairfax County*, firearm hunting is restricted by location and parcel size. Contact the Div. of Animal Control, 4500 West Ox Road, Fairfax, VA 22030 for details. No parcel size restrictions exist for archery deer hunting.

Season Exception:

November 16 through 30:
On C.F. Phelps WMA and National Forest lands in Frederick County.

Either-sex Deer Hunting Days:

November 16 through January 4 (full season):
In all areas unless otherwise noted below.

- **November 23 and 30, and December 7 through January 4:** On Rapidan WMA.
- **November 23 and January 4:** On G.R. Thompson WMA.
- **November 23 and 30:** On C.F. Phelps WMA.
- **November 23 and 30 and December 30 through January 4:** On the Big Woods WMA (including the Parkers Branch Tract) and Big Woods State Forest.
- **November 30:** On National Forest lands in Frederick County.
- **Antlered deer only–no either-sex deer hunting days:** On the Carlisle and Stewart tracts of the Hog Island WMA, and on the Ragged Island WMA.

***Denotes Earn a Buck (EAB) County**

NOVA Early and Late Firearms Deer Seasons

During these seasons only antlerless deer may be taken.

Early: September 7 through October 4
Late: January 5, 2020 through March 29, 2020

In the counties (including the towns and cities within) of Arlington*, Fairfax*, Loudoun*, and Prince William (except on Department-owned lands).* Local firearm ordinances prohibit the discharge of firearms in Arlington County. In Fairfax County*, firearm hunting is restricted by location and parcel size. Contact the Div. of Animal Control, 4500 West Ox Road, Fairfax, VA 22030 for details. No parcel size restrictions exist for archery deer hunting.

All legal deer hunting weapons including bows, crossbows, muzzleloaders, pistols, shotguns, and rifles are legal. Local firearm ordinances still apply.

All other "normal" deer regulations apply (e.g., daily and season bag limits, tagging and checking, DCAP, DMAP, EAB, etc.).

November 16 through January 4

In the counties (including the cities and towns within) of Appomattox, Brunswick, Buckingham, Caroline, Charlotte, Chesterfield, Dinwiddie, Essex, Gloucester, Greensville, King & Queen, King William, Lunenburg, Mathews, Mecklenburg, Middlesex, Nottoway, and Prince Edward.

Either-sex Deer Hunting Days:
November 23 and 30 and December 30 through January 4:
In all areas unless otherwise noted below.

- **November 23 and 30, and December 7 through January 4:** On Featherfin WMA.
- **November 23 and 30:** On Appomattox-Buckingham and Prince Edward State Forests.

November 16 through January 4

In the counties (including the cities and towns within) of Amelia, Cumberland, Fluvanna, Halifax, King George, Lancaster, Northumberland, Richmond and Westmoreland.

Either-sex Deer Hunting Days:
November 23 and 30 and December 23 through January 4:
In all areas unless otherwise noted below.

- **November 23 and 30 and December 30 through January 4:** On Amelia WMA.
- **November 23 and 30:** On Cumberland State Forest.

November 16 through 30:

In the counties (including the cities and towns within) of Page, Scott, and Washington.

Either-sex Deer Hunting Days:
November 23 and November 25 through 30:
In all areas unless otherwise noted below.

- **November 30:** On National Forest and Department-owned lands in Washington County and on National Forest lands in Page County, Channels State Forest, and Hungry Mother State Park.
- **Antlered deer only–no either-sex deer hunting days:** On National Forest lands in Scott County.

November 16 through December 14

In the counties (including the cities and towns within) of Henry and Patrick.

Either-sex Deer Hunting Days:
November 23 and 30 and December 2 through 14:
In all areas unless otherwise noted below.

- **November 23 and December 9 through 14:** On Fairystone Farms and Turkeycock Mountain WMAs, designated areas of Fairystone State Park, and Philpott Reservoir.

October 1 through November 30

In the cities of Chesapeake, Suffolk (east of the Dismal Swamp line), and Virginia Beach.

Either-sex Deer Hunting Days:
October 12, October 19, and November 18 through November 30: In all areas.

November 16 through 30

In the counties (including the cities and towns within) of Buchanan, Dickenson, and Wise.

Either-sex Deer Hunting Days:
Antlered deer only–no either-sex deer hunting days in all areas.
Special Youth and Apprentice Antlerless Deer Regulation applies.

November 16 through December 14

In the counties (including the cities and towns within) of Amherst (west of Route 29 except on National Forest lands), Bedford* (except on National Forest lands), Floyd*, Franklin*, and Nelson (west of Route 151, except on National Forest lands):

Season Exception
- **November 16 through 30:** On National Forest lands in Amherst, Bedford, and Nelson counties.

Either-sex Deer Hunting Days:
November 16 through December 14 (full season):
In all areas unless otherwise noted below.

- **November 30:** On National Forest lands in Amherst, Bedford, and Nelson counties.
- **November 23 and December 9 through 14:** On Philpott Reservoir and Turkeycock Mountain WMA.

November 16 through January 4

In the counties (including the cities and towns within) of Amherst (east of Rt. 29), Campbell (east of Norfolk Southern Railroad), Charles City, Goochland, Louisa, Nelson (east of Rt. 151), New Kent, Pittsylvania (east of Norfolk Southern Railroad), Powhatan, and Spotsylvania. Note: Dogs may not be used for deer hunting in Campbell County (west of Norfolk Southern Railroad) and in Pittsylvania County (west of Norfolk Southern Railroad).

Either-sex Deer Hunting Days:
November 23 and 30, and December 7 through January 4:
In all areas unless otherwise noted below.

- **November 23 and 30 and December 23 through January 4:** On Powhatan WMA.
- **November 23 and December 30 through January 4:** On James River WMA.
- **November 23 and January 4:** On White Oak Mountain WMA.
- **Antlered deer only-no either-sex deer hunting days:** On Chickahominy WMA.

November 16 through 30

In the counties (including the cities and towns within) of Alleghany, Bath, Bland, and Highland.

Either-sex Deer Hunting Days:
- **November 23 and 30:** On all private lands in the counties listed above and on National Forest lands in Bland County and on the Highland WMA.
- **November 30:** On National Forest and Department-owned lands in Bath County and on National Forest lands in Alleghany and Highland counties.

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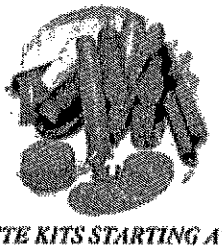

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*Denotes Earn a Buck (EAB) County

It is illegal to possess or use deer scents or lures that contain natural deer urine or other bodily fluids while taking, attempting to take, attracting, or scouting wildlife in Virginia.

Firearms Either-sex Deer Hunting For Incorporated Cities and Towns

- Deer of either sex may be taken full season in the incorporated limits of any city or town in Virginia that allows firearms deer hunting (except in the cities of Chesapeake, Suffolk, and Virginia Beach), but only with the specific weapons authorized by each individual city or town.
- Earn a Buck applies to all cities and towns except Chesapeake, Suffolk, and Virginia Beach. See page 34.

Legal Methods and Restrictions During Firearms Deer Seasons

Special restrictions apply to specific firearms use during this season. See Legal Use of Firearms, page 20, and Local Firearms Ordinances, page 22, for details.

- Modern firearms.
- Arrowguns are allowed
- Air rifles must be .35 caliber or larger
- Hunters are allowed to use archery tackle or muzzleloading firearms to deer hunt during the firearms deer season with the following conditions:
  - » all hunters are required to comply with the either-sex deer hunting days for the firearms deer season.
  - » use of muzzleloading firearms is allowed only if not otherwise restricted.
  - » muzzleloader deer hunters must wear blaze color during the firearms deer season.
  - » archery deer hunters must wear blaze color during the firearms deer season except when hunting in areas where the discharge of firearms is prohibited.

Dogs May Not Be Used For Deer Hunting

- West of the Blue Ridge.
- East of the Blue Ridge in Bedford, Fairfax, Franklin, Henry, Loudoun, Northampton, and Patrick counties, and Amherst (west of Rt. 29), Campbell (west of Norfolk Southern Railroad), Nelson (west of Rt. 151), Pittsylvania (west of Norfolk Southern Railroad), and the City of Lynchburg.
- On Sunday while in possession of a weapon.
- When hunting during archery and muzzleloading seasons and on the Youth and Apprentice Deer Hunting Weekend.
- On many military areas. Check individual Post regulations.
- On Amelia, Cavalier, Doe Creek, Featherfin, Mattaponi, Mattaponi Bluffs, Merrimac Farm, Oakley Forest, Parker's Branch Tract on Big Woods, Pettigrew, Chester F. Phelps, G. Richard Thompson, Robert W. Duncan, and Ware Creek Wildlife Management Areas.
- During the first 14 hunting days of the firearms deer season in Madison and Greene counties.

Tracking Dogs

Allowed (see page 15 for details).

Elk Hunting

Elk hunting is closed in Buchanan, Dickenson, and Wise Counties.

In All Areas Outside of Buchanan, Dickenson, and Wise Counties:

Any elk (bull, cow, or calf) can be taken on any day of an open deer season (archery, muzzleloader, or firearms) in the county/locality in which the individual is hunting. Legal weapons for taking elk coincide with legal weapons for deer during that specific season except that elk may not be taken with a slingbow or air rifle.

Checking requirements for elk are the same as those for deer, but the animal should be checked in as an elk. Successful elk hunters must contact the Department at (804)367-0044 to schedule a time for collection of biological samples. This number is ONLY intended for making arrangements for tissue sample collection from harvested elk. It is illegal to destroy the sex identity of any harvested elk until checked. Elk may be dismembered to pack it out of the place of kill but the sex and all parts of the carcass (except internal organs) must be present when the elk is checked.

- The taking of an elk counts toward a hunter's daily and seasonal bag limits for deer.
  - » Only one elk per day may be taken statewide.
  - » An animal with antlers above the hairline counts toward a hunter's either-sex (buck) deer limit.
  - » An animal without antlers counts toward a hunter's daily and seasonal antlerless deer limit.
- Elk cannot be harvested on DPOP, DMAP, or DCAP tags.

HUNTERS FOR THE HUNGRY

We hope you will consider helping the Hunters for the Hungry program. As a hunter, we would ask, if you are able, to consider donating to help us feed those who struggle with hunger. There are two ways to donate:

First, you can donate a deer, or multiple deer. If you are blessed in your hunting efforts, deer can be donated to our program through participating processors and/or collection sites all across Virginia. These deer will be professionally processed and the venison distributed to local feeding programs in Virginia which, at no cost,** help men, women, and children who struggle with hunger!

Second, if you are able, you can contribute financially to help us cover the processing costs for donated deer. Financial contributions are a huge blessing to our feeding efforts. In 2003, legislation honoring our program's founder David Horne was passed enabling hunters to voluntarily make a donation when they purchase their hunting licenses.

No financial donations are required to donate deer to our program; however, for every $1.00 hunters contribute, we are able to process and distribute more than 4 servings of venison to those in need as well as promote our hunting heritage in a positive way.

Since 1991, our program, through the generous support of many hunters and non-hunters working together, has been able to process and distribute over 6.9 million pounds of venison to feeding programs throughout our state. This volume of venison equates to over 27.7 million quarter pound servings!

For more information about our program, to learn how you can get involved, or to make a financial contribution please call 1-800-352-4868, visit www.h4hungry.org, or write us at P. O. Box 304, Big Island, VA 24526.

Please consider helping us to help those who hunger.

**If you are asked to pay any part of the processing fees for a donated deer please contact us. The only exception is Linthicum Slaughtering.

CWD Surveillance in Virginia

Chronic Wasting Disease (CWD) is an infectious, fatal, neurologic disease of deer. Since 2009, a total of 67 CWD-positive deer have been detected in Virginia in western Frederick and northern Shenandoah counties. In fall 2018, CWD was detected for the first time in a single deer in Culpeper County.

Disease Management Area Boundaries

The boundaries of Disease Management Area 1 (DMA1), formerly known as the CWD Containment Area, include all of Frederick, Shenandoah, Warren, and Clarke counties. DMA2 includes all of Culpeper, Madison, and Orange counties.

CWD Testing in DMA1

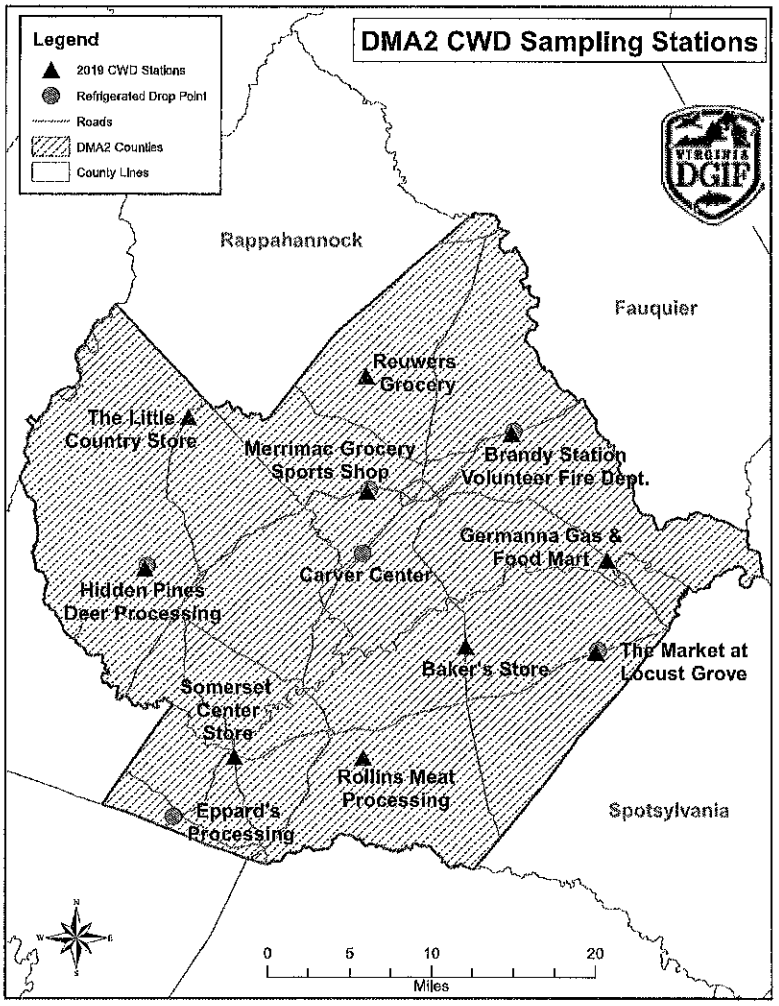
All deer killed in Shenandoah County on November 16 must be brought to a designated CWD sample station for testing. There will be no mandatory CWD testing in Clarke, Frederick, or Warren counties in fall 2019.

- Sample station hours are from 8:00 a.m. to 7:00 p.m.
- CWD sample stations include: Graden's Supermarket, Larkin's Store, and Town & County.
- Deer killed any day of the season in DMA1 may be tested for CWD by dropping off the head plus 4 inches of neck at a CWD deer head drop location and following posted instructions. Deer head drop locations include: North Mountain Volunteer Fire & Rescue Company 19 in Winchester, the Winchester-Frederick County Conservation Club, the Enders Fire Department in Berryville, the Elks Lodge in Front Royal, the South Warren Volunteer Fire Department in Bentonville, and the Department of Forestry in Edinburg.

CWD Testing in DMA2

All deer killed in Culpeper, Madison, and Orange counties on November 16 must be brought to a designated CWD sample station for testing.

- CWD sample station hours are from 8:00 a.m. to 7:00 p.m.
- CWD sample stations include: Brandy Station Volunteer Fire Dept., Germanna Gas & Food Mart, Merrimac Grocery & Sports Shop, and Reuwers Grocery in Culpeper County; Hidden Pines Deer Processing and The Little County Store in Madison County; Baker's Store, The Market at Locust Grove, Rollins Meat Processing, and Somerset Center Store in Orange County.
- Deer killed any day of the season in DMA2 may be tested for CWD by dropping off the head plus 4 inches of neck at a CWD deer head drop location and following posted instructions. Deer head drop locations include: Brandy Station Volunteer Fire Dept., Eppards Processing, George Washington Carver Agricultural Research Center, Hidden Pines Deer Processing, Merrimac Grocery & Sports Shop, and The Market at Locust Grove.



Whole Deer Carcass Transport Into and Within a DMA

Whole deer carcasses originating in Virginia but not from within a DMA can be legally transported into a DMA. Whole deer carcasses originating within a DMA may be transported only to other locations within that same DMA.

Whole Deer Carcass Transport Out of a DMA

To prevent the spread of CWD, whole deer carcasses and high-risk deer parts cannot be transported out of a DMA. Carcass parts allowed to be transported out of a DMA include:

- Boned out meat.
- Quarters or other portions of meat with no part of the spinal column or head attached.
- Hides and capes with no heads attached.
- Clean (no meat or tissue attached) skulls and skull plates with or without antlers attached.
- Antlers with no meat or tissue attached.
- Upper canine teeth, also known as "buglers," "whistlers," or "ivories."
- Finished taxidermy products.

Out-of-State Whole Deer Carcass Importation Prohibited

To prevent the introduction of CWD into new areas of Virginia, importation or possession of whole deer carcasses, or any parts of a carcass not included in the list above, originating from anywhere outside of Virginia are prohibited. This includes all members of the deer family - white-tailed deer, mule deer, elk, moose, etc. The carcass parts listed above may be legally imported and possessed.

Packages or containers holding allowed carcass parts shall have affixed a legible label stating the following information: the species of animal, the state or province where the animal originated, and the name and address of the person who killed or possesses the allowed parts of the animal in Virginia. Any person who imports into Virginia any deer carcass or parts described above and is notified that the animal has tested positive for CWD must report the test results to the Department within 72 hours of receiving the notification.

Carcass Disposal Recommendations

All hunters are strongly encouraged to dispose of deer carcass remains in local designated dumpsters, lined landfills, or using regular trash pick-up that will eventually be taken to a landfill. See the agency website listed below for dumpster locations in DMA1 and DMA2. If it is necessary to bury a carcass, hunters are advised to bury it as close to the kill site as possible and deep enough to prevent scavengers from digging it up.

What Hunters Can Do to Help Fight CWD

- Keep hunting
- Avoid long-distance movements of a whole deer carcass
- Don't discard leftover deer carcass parts on the landscape –dispose in a landfill or bury
- Don't feed the deer and remove mineral licks
- Have deer harvested in a DMA tested for CWD

For more information on CWD in Virginia, go to:

www.dgif.virginia.gov/wildlife/diseases/cwd

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NATURAL DEER LURES/SCENTS PROHIBITED

It is illegal to possess or use deer scents or lures that contain natural deer urine or other bodily fluids while taking, attempting to take, attracting, or scouting wildlife in Virginia.

REDUCING LEAD EXPOSURE

Bald eagle populations may have rebounded from historical bounties, habitat loss, and exposure to DDT, but they now face a newly recognized challenge: lead poisoning from ingestion of contaminated carcasses and gut piles left in the field by hunters. The effects of lead poisoning are not limited to bald eagles but also extend to golden eagles, vultures, ravens, and other species.

Why is there lead in carcasses and gut piles?

Bullets, especially those fired from high-powered rifles, leave fragments throughout a carcass anywhere from 2 to 18 inches away from the wound tract. Up to 55% of the fragments are found embedded in the internal organs and are thus available for consumption by scavengers feeding on gut piles; 90% of deer gut piles examined in Wyoming and California between 2002 and 2004 were found to be contaminated with lead fragments.

What happens to scavenging birds that ingest lead from a carcass or gut pile?

Eagles and other birds that consume enough lead to become clinically ill may exhibit weight loss, seizures, paralysis, inability to fly, weakness (droopy head and wing), impaired reproduction, and/or death. Once lead reaches toxic levels, clinical signs will not resolve without medical intervention, which is not practical in wild birds.

What can hunters do to minimize lead exposure in wildlife and humans?

As dedicated conservationists, hunters can reduce lead exposure in the environment by using non-toxic, non-lead ammunition alternatives, such as copper or copper alloys. Other practices such as burying or removing gut piles from the field can reduce lead intake by scavengers. Gut piles should be buried and then covered with rocks or brush to prevent animals from digging them up. Leftover carcass parts should also be either buried, or double-bagged and taken to a landfill, or covered with rocks or brush to prevent access by scavengers. Human exposure to lead at the dinner table can be reduced by liberally trimming meat from both the entrance and exit wounds and avoiding consumption of internal organs.

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General Information

Bag Limits

General
One per day, three per license year, no more than two of which may be taken in the fall.

Archery and Fall Firearms Season
One per day, either sex may be taken.

Spring Turkey Season
One per day, bearded turkeys only.

Checking Fall and Spring Turkeys

- Wild turkeys killed in the fall (except those killed in January) must be checked at a Game Check Station, by telephone, or the Internet checking system.
- Wild turkeys killed in January must be checked using the telephone or Internet checking system.
- Wild turkeys killed in the spring gobbler season must be checked using the telephone or Internet checking system.

Archery Turkey Season

Season Dates

October 5 through November 8
Statewide except in areas where there is a closed firearm season on turkey.

Legal Methods and Restrictions for Archery Turkey Season

Special restrictions apply to specific firearms use during this season. See Legal Use of Firearms and Archery Tackle, page 20, and Local Firearms Ordinances, page 22 for details.

- Archery tackle only.
- Persons with a disability that prevents them from drawing a bow or crossbow may hunt with an arrowgun during the special archery season provided they have in possession an authorization form provided by the Department that has been completed by their physician.
- Decoys and blinds may be used.
- Broadhead widths must be at least 7/8-inch wide or expand upon impact to 7/8-inch.
- It is unlawful to use dogs, except that dogs may be used to track wounded or dead turkeys (see Hunting with Dogs, page 15).
- It is unlawful to have a firearm in possession. (See exception for valid concealed handgun permit holders on page 20.)

Youth and Apprentice Fall Turkey Hunting Weekend

Season Dates

October 12 and 13

- Statewide in counties, cities, and areas with a fall turkey season.
- Bag limit is one turkey (either sex) per youth/apprentice hunter, per weekend.
- Resident and nonresident youth hunters 15 years of age and under or holders of a valid apprentice hunting license, when in compliance with all applicable laws and licenses, may hunt when accompanied and directly supervised

Fall Firearms Turkey Seasons

October 19 through November 1 and November 28

In the counties of Albemarle, Alleghany, Augusta, Bath, Greene, Highland, Madison, Orange, Page, and Rockingham.

October 19 through November 1, November 27 and 28, December 2 through 28, and January 11 through 25

In the counties of Bedford, Bland, Botetourt, Caroline, Carroll, Clarke, Craig, Culpeper, Dickenson, Essex, Fairfax, Fauquier, Franklin, Giles, Grayson, King and Queen, King George, King William, Lancaster, Lee, Loudoun, Montgomery, Nelson, Northumberland, Prince William, Pulaski, Rappahannock, Richmond, Roanoke, Rockbridge, Russell, Scott, Smyth, Stafford, Washington, Westmoreland, Wise, and Wythe, and on Camp Peary, and the cities of Hampton and Newport News.

Closed

In the county of Arlington and the cities of Chesapeake, Norfolk, Portsmouth, and Virginia Beach.

October 19 through November 1, November 27 and 28, and December 2 through 14

In the counties of Accomack, Amelia, Charles City, Dinwiddie, Gloucester, Greensville, Isle of Wight, James City, Mathews, Middlesex, New Kent, Northampton, Powhatan, Prince George, Southampton, Surry, Sussex, York (except on Camp Peary), and the City of Suffolk.

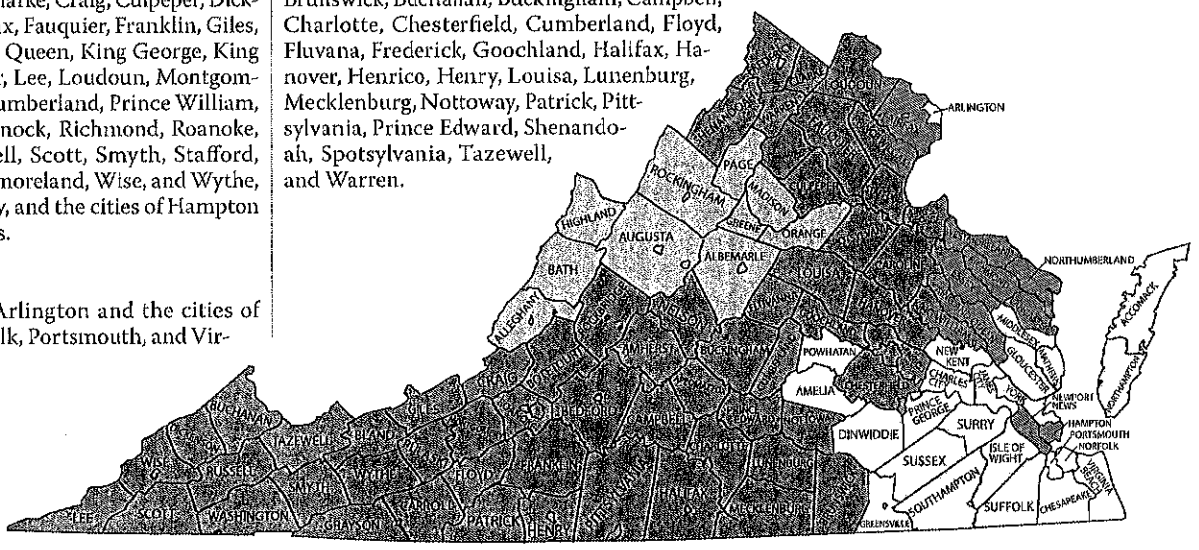
October 19 through November 1, November 27 and 28, December 2 through 14 and January 11 through 25

In the counties of Amherst, Appomattox, Brunswick, Buchanan, Buckingham, Campbell, Charlotte, Chesterfield, Cumberland, Floyd, Fluvana, Frederick, Goochland, Halifax, Hanover, Henrico, Henry, Louisa, Lunenburg, Mecklenburg, Nottoway, Patrick, Pittsylvania, Prince Edward, Shenandoah, Spotsylvania, Tazewell, and Warren.

Legal Methods and Restrictions for Fall Firearms Seasons and Youth and Apprentice Fall Turkey Hunting Weekend

Special restrictions apply to specific firearms use during this season. See Legal Use of Firearms and Archery Tackle, page 20, and Local Firearms Ordinances, page 22, for details.

- Modern firearms.
- Arrowguns are allowed.
- Archery tackle.
- Muzzleloading firearms.
- Decoys and blinds may be used.
- Dogs may be used.
- Unlawful to use electronic calls.



by an adult over the age of 18 who has a valid Virginia hunting license or is exempt from purchasing a hunting license. Nonresident youth of any age need to have the appropriate licenses (unless exempt from purchasing a license).
- Hunting hours are from 1/2 hour before sunrise to 1/2 hour after sunset.
- Turkeys harvested by youth or apprentice hunters count against their daily and season bag limit.
- Adult hunters accompanying youth or apprentice turkey hunters:
  - » do not need a deer/turkey license.
  - » may assist with calling.
  - » shall not carry or discharge a firearm.
  - » shall maintain close visual and verbal contact with, provide adequate direction to, and can immediately assume control of the firearm.

Youth and Apprentice Spring Turkey Hunting Weekend

Season Dates

April 4 and 5

- Statewide.
- Bag limit is one turkey (bearded bird only) per youth/apprentice hunter, per weekend.
- Resident and nonresident youth hunters 15 years of age and under or holders of a valid apprentice hunting license, when in compliance with all applicable laws and licenses, may hunt when accompanied and directly supervised by an adult over the age of 18 who has a valid Virginia hunting license or is exempt from purchasing a hunting license. Nonresident youth of any age need to have the appropriate licenses (unless exempt from purchasing a license).
- Hunting hours are from 1/2 hour before sunrise to sunset.
- Turkeys harvested by youth or apprentice hunters count against their daily and season bag limit.
- Adult hunters accompanying youth or apprentice turkey hunters:
  - » do not need a deer/turkey license on this weekend.
  - » may assist with calling.
  - » shall not carry or discharge a weapon.
  - » shall maintain close visual and verbal contact with, provide adequate direction to, and can immediately assume control of the firearm.

Spring Turkey Season

Bag Limit

One per day, bearded turkeys only. Hunters may take one, two, or three bearded turkeys depending on how many turkeys were taken in the fall season.

Season Dates

April 11 through May 3

- Statewide.
- One-half hour before sunrise until 12 noon each day.

May 4 through 16

- Statewide.
- One-half hour before sunrise to sunset.

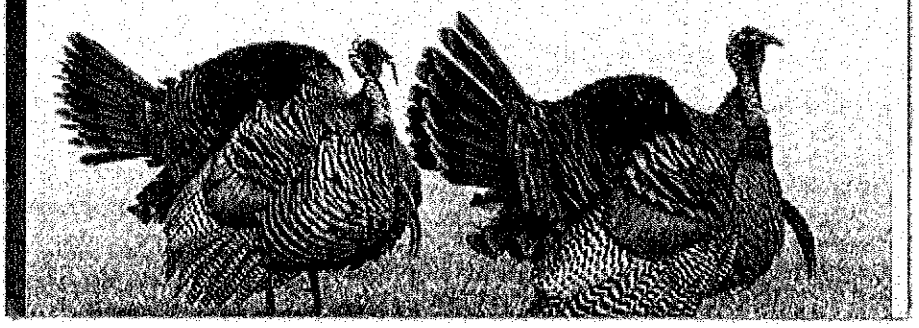
Legal Methods and Restrictions for Spring Firearms and Youth and Apprentice Spring Turkey Hunting Weekend

Special restrictions apply to specific firearms use during these seasons. See Legal Use of Firearms and Archery Tackle, page 20, and Local Firearms Ordinances, page 22, for details.

- Arrowguns are allowed.
- Modern firearms.
- Archery tackle.
- Muzzleloading firearms.
- Decoys and blinds may be used.
- It is unlawful to use electronic calls.
- It is unlawful to use dogs, except that dogs may be used to track wounded or dead turkeys (see Hunting with Dogs, page 15).
- When using a shotgun it is unlawful to use or have in possession any shot larger than number 2 fine shot during spring turkey season.

SPRING TURKEY HUNTERS NEEDED FOR SURVEY!

For years the Department has conducted a statewide survey of spring turkey hunters to collect their observations and opinions, but participation has been declining. Survey results help the Department with many wild turkey conservation issues. Participants receive an annual report. To participate, send your name and mailing address to dgifweb@dgif.virginia.gov with "turkey survey" in the subject line.



Q: Why is spring gobbler hunting limited to noon during portions of the gobbler season?

A: During Department research to determine survival rates of wild turkey hens, it was discovered that at least 6% of the hen population is poached during the early part of the spring gobbler season. The rate could be as high as 9% if birds with transmitters that disappeared under suspicious circumstances are included. We believe accidental kills of hens primarily occur early in the season when hens are with gobblers. The risk that a hen will be shot drops sharply when they begin incubating a nest. The peak of onset of incubation is normally the first week of May. By delaying all-day hunting until most of the hens are incubating nests, we reduce potential additional incidental or intentional kill that would likely occur with all-day hunting early in the season.

SPRING GOBBLER QUOTA HUNTS

Quota spring gobbler hunting opportunities are offered on seven WMAs, the New Kent Forestry Center, and the Adams Daniel Farm in 2020. For more information about these hunts see pages 64-65. To apply see information on page 62.

General Information

Legal Methods and Restrictions

Special restrictions apply to specific firearms use during this season. See Legal Use of Firearms and Archery Tackle, page 20, and Local Firearms Ordinances, page 22, for details.

- Modern firearms.
- Arrowguns are allowed.
- Archery tackle.
- Muzzleloading firearms.
- Dogs may be used.

Crow

Season Dates

August 17 through March 20 on Mondays, Wednesdays, Fridays, and Saturdays.

September 2 through March 10
On National Forest Lands and Department lands on Wednesdays, Fridays, and Saturdays only.

- Crows are a federally regulated migratory species; however, no HIP registration is required and hunters may use unplugged shotguns to hunt them.
- Electronic calls may be used on private and public lands. Written permission of the landowner is not required to hunt crows with electronic calls, except when hunting on posted property.

Groundhog

Season Dates

Continuous open season on private lands.

- Groundhog hunting on National Forest lands and Department lands is permitted from September 1–March 10 and during the spring turkey season.
- Groundhog hunting is permitted during the spring squirrel season on Department lands that are open for spring squirrel hunting.
- Groundhog hunting is not permitted on National Forest lands during the spring squirrel season.

Grouse

Season Dates

October 26 through February 8: west of I-95.

Continuous closed season: east of I-95.

Bag Limit

Three per day.

Quail & Pheasant

Season Dates

November 9 through January 31
Quail is closed on all public lands west of the Blue Ridge Mountains.

Bag Limits

Quail: six per day.
Pheasant: no daily or seasonal bag limit.

Rabbit

Season Dates

November 2 through February 29

Bag Limit

Six per day.

Squirrel (Gray, Red, Fox)

Bag Limit

All squirrels combined–six per day.

Fall Seasons

Gray and Red Squirrels: September 7 through February 29
Statewide.

Fox Squirrels: September 7 through January 31 in the following designated areas only:
Counties west of the Blue Ridge and in the counties of Albemarle, Bedford, Culpeper, Fauquier, Franklin, Greene, Loudoun, Madison, Orange, Patrick, Prince William, and Rappahannock.

Spring Season

June 6 through 20, 2020: Closed on National Forest lands.

During the Spring Season:
Gray and red squirrels may be harvested statewide, unless otherwise posted, and on the following wildlife management areas: Amelia, Big Survey, Big Woods, Briery Creek, Cavalier, Chickahominy, Clinch Mountain, Crooked Creek, Dick Cross, Doe Creek, Fairystone (including Fairystone State Park and Philpott Reservoir), Featherfin, Gathright, Goshen, Hardware River, Havens, Hidden Valley, Highland, Hog Island (Carlisle Tract only), Horsepen, James River, Lake Robertson, Lands End (Salem Church tract only), Little North Mountain, Mattaponi, Mattaponi Bluffs, Merrimac Farm, Oakley Forest, Pettigrew, Phelps, Powhatan (including the Goochland Tract), Rapidan, Short Hills, Stewarts Creek, G. Richard Thompson, Robert W. Duncan, Turkeycock Mountain, Ware Creek, and White Oak Mountain.

Fox squirrels may be harvested on all lands, unless otherwise posted, in all counties with an open fall fox squirrel season and on the following wildlife management areas: Big Survey, Clinch Mountain, Crooked Creek, Gathright, Goshen, Havens, Hidden Valley, Highland, Lake Robertson, Little North Mountain, Merrimac Farm, Phelps, Rapidan, Short Hills, Stewarts Creek, and G. Richard Thompson.

Hunting Preserves

Pen-raised game birds may be taken on licensed hunting preserves from September 1 through April 30, including Sundays. A list of hunting preserves open to the public may be obtained at the Department's Henrico office or at www.dgif.virginia.gov. A resident hunting on a licensed hunting preserve is required to have a hunting license. A nonresident is required to have either a nonresident hunting license or a special nonresident hunting (shooting) preserve license which is valid only within the boundaries of licensed hunting preserves.

WE NEED YOUR HELP!

Grouse Hunting Survey

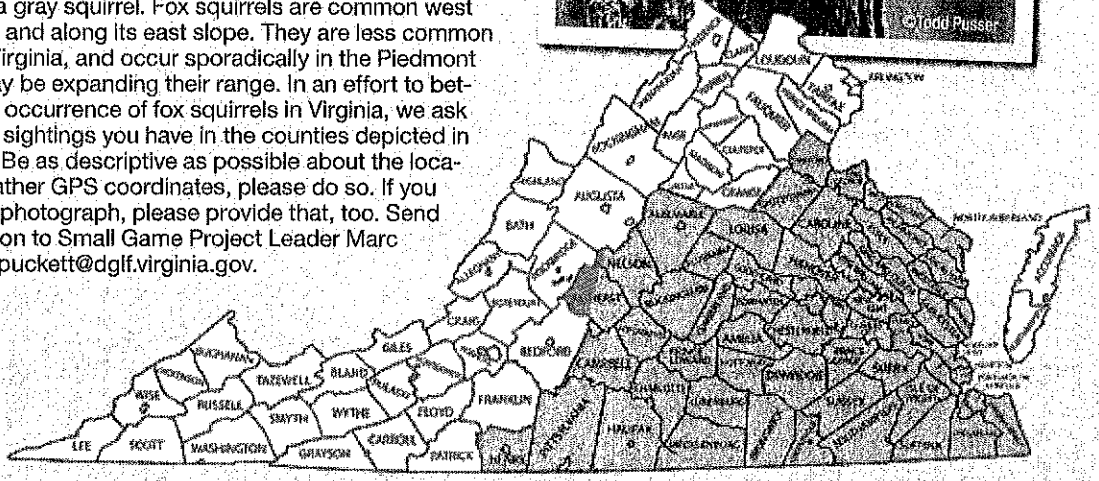
The Department annually monitors fall populations of ruffed grouse by surveying avid grouse hunter success rates flushing and harvesting grouse. Grouse populations have been declining so we are very interested in getting more help with this survey. If you are an avid grouse hunter and are willing to participate please consider joining the survey. Hunters are asked to provide information on the number of grouse they flush and kill on a daily basis. In addition, we ask cooperators to send us some tail and wing feathers so we can estimate age and sex ratios of hunter-killed birds. All survey instructions and materials will be provided. The Department provides cooperators with a summary report at the end of the season. To participate, send your name and mailing address to dgifweb@dgif.virginia.gov with "grouse survey" in the subject line or call 540-248-9360.

Quail Hunting Survey

Please consider joining our quail hunter cooperator survey. Help us keep records on wild quail hunting success rates and habitats where quail are being found. Contact Marc Puckett at: Marc.Puckett@dgif.virginia.gov.

FOX SQUIRREL INFORMATION NEEDED

Our Department would like to know if you have seen this animal in one of the blue counties depicted on the accompanying map. The fox squirrel (*Sciurus niger*) is one of three species of squirrels that are considered "game species" in some or all of Virginia. It is the largest squirrel species that occurs in Virginia. Many have orange, red, black, or white markings. They are approximately 1.5 to two times the size of a gray squirrel. Fox squirrels are common west of the Blue Ridge and along its east slope. They are less common in southeastern Virginia, and occur sporadically in the Piedmont of Virginia but may be expanding their range. In an effort to better document the occurrence of fox squirrels in Virginia, we ask you to report any sightings you have in the counties depicted in blue on the map. Be as descriptive as possible about the location. If you can gather GPS coordinates, please do so. If you can safely take a photograph, please provide that, too. Send sighting information to Small Game Project Leader Marc Puckett at: marc.puckett@dgif.virginia.gov.



Furbearer Hunting Seasons

Legal Methods and Restrictions

Special restrictions apply to specific firearms use during these seasons. See Legal Use of Firearms and Archery Tackle, page 20, and Local Firearms Ordinances, page 22, for details.

- Modern firearms.
- Arrowguns are allowed.
- Archery tackle.
- Muzzleloading firearms.
- Dogs may be used (except where prohibited, see Hunting with Dogs, page 15).
- Electronic calls may be used on private lands for bobcat, coyote, fox, and raccoons with written permission of the landowner and on public lands except where specifically prohibited.
- Hunting permitted day or night.
- Lights may be used as long as the light is not attached to or cast from a vehicle.
- Night vision scopes and laser sights may be used.
- Sunday hunting of furbearers is permitted on private lands with written permission of the landowner.
- No Sunday hunting of furbearers on public lands, except for raccoons.

Bobcat

Bag Limit

Two per hunting party taken between noon one day and noon the following day.

Archery Season

October 5 through 31:
Statewide.

Legal Methods and Restrictions

- It is unlawful to use dogs when hunting with archery tackle during the bobcat archery season.
- It is unlawful to have a firearm in possession. (See exception for valid concealed handgun permit holders on page 20.)
- Persons with a disability that prevents them from drawing a bow or crossbow may hunt with an arrowgun during the special archery season provided they have in possession an authorization form provided by the Department that has been completed by their physician.

Firearms Season

November 1 through February 29:
Statewide.

Dogs May Not Be Used to Hunt Bobcats

During the firearms season for deer in the counties of Alleghany, Amherst (west of Route 29), Augusta, Bath, Bedford, Botetourt, Campbell (west of Norfolk Southern Railroad), Clarke, Frederick, Highland, Nelson (west of Rt. 151), Page, Pittsylvania (west of Norfolk Southern Railroad), Rockbridge, Rockingham, Shenandoah, and Warren and within the boundaries of the George Washington/Jefferson National Forests.

Electronic Checking Requirement for Bobcats

All hunters or trappers who kill a bobcat are required to report the kill within 24 hours through the Department's electronic harvest reporting system. Bobcats can be checked with a touch-tone telephone (a rotary phone will not work) by calling the toll-free number 1-866-GOT-GAME (468-4263). Bobcats can also be checked using the mobile app or Internet. Successful hunters and trappers can go to www.gooutdoorsvirginia.com and click on "Game Check & Harvest Reporting."

Before using the telephone or Internet checking system, you will need your hunting license number, a pen, and a piece of paper to record your confirmation number. If you are exempt from purchasing a license, you will need your date of birth (MM/DD/YYYY) and the last four digits of your Social Security number.

At the end of the check-in session, you will be provided with a confirmation number that is a combination of 6 to 7 letters and numbers. **Write this number down and store it in a secure location where it can be retrieved to prove compliance with the checking requirement or to request CITES tags.** If your telephone or Internet session is cut off before you get a complete confirmation number, start the session again and continue until the complete confirmation number is obtained. If you have more than one bobcat to check in, you will have the opportunity to report additional animals at the end of the session.

If you plan to take the bobcat to a taxidermist, you must securely attach written documentation to the carcass that includes the full name of the hunter or trapper, date of kill, and the harvest confirmation number.

Bobcats legally killed by landowners outside the season are not required to be checked in using the electronic harvest reporting system. If you plan to take a bobcat to a taxidermist that does not require checking, you must se-

CITES TAGGING REQUIREMENT FOR BOBCATS

Raw bobcat pelts and unskinned carcasses that are bought, sold, bartered, traded, solicited for purchase, or transported out of state must also have a CITES tag affixed to each pelt by the trapper or hunter who harvested the animal. A valid confirmation number will be needed to obtain a CITES tag. No CITES tag is needed to have a bobcat mounted by a Virginia taxidermist or to ship a bobcat pelt out-of-state for tanning purposes (unless required by the state where the tannery is located).

Before a sale, the trapper or hunter harvesting the animal needs to obtain a CITES tag. To obtain a CITES tag for a bobcat, contact License Sales and Information at (804) 367-1000 during regular business hours. If you cannot reach License Sales and Information, you can contact a Conservation Police Officer through your nearest Department regional office (listed on page 4) or your local Sheriff's Office (after hours). Every effort will be made to provide CITES tags as quickly as possible, but we may not be able to accommodate short notice requests received on weekends or after hours. Nonresident hunters or trappers who need to leave the state before they are able to secure a CITES tag should plan to leave the bobcat pelt or carcass in the care of someone in Virginia until a tag can be attached.

Make sure that you have a valid harvest confirmation number for each CITES tag requested. Tags ordered from our Customer Service Center will be mailed directly to the hunter or trapper, along with instructions for tagging. If a bobcat pelt is required to have a CITES tag affixed, it must be tagged by April 1 of the season of harvest.

curely attach the same information described above (except for the confirmation number) and a description of how the bobcat was legally obtained.

Coyote

Season

Continuous open season except on National Forest lands and Department lands. Coyote hunting on National Forest lands and Department lands is permitted from September 1 through March 10 and during the spring turkey season. Coyotes may also be hunted on Department lands during the spring squirrel season unless otherwise posted (see page 46 for list of open areas).

Coyote Bounty Law

Coyote bounties are not administered by DGIF. Counties have the option of establishing their own coyote bounty system. For more information, hunters and trappers should contact their County Administrator or County Board of Supervisors.

Fisher

Continuous closed season for hunting or trapping fisher. Please report verifiable sightings (see below).

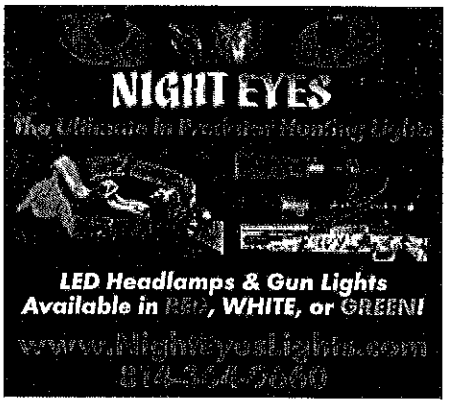
Fox

Firearms Season

November 1 through February 29:
Closed in Albemarle, Clarke, Culpeper, Fauquier (except Quantico), Loudoun, Louisa, and Rappahannock counties.

Q: Are laser sights, night vision scopes, and infrared scopes legal to use when legally hunting at night?

A: Yes, these devices are legal to use when legally hunting at night. The following animals are legal to hunt at night: bobcat, coyote, feral hog, fox, opossum, raccoon, and skunk.



DO YOU HAVE A TRAIL CAMERA PHOTO OF THIS ANIMAL?

If you have a trail camera photo of this animal, we would like to hear from you. The fisher (*Martes pennanti*) once occurred in the western mountains of our state, but populations were likely extinct by the 1900s. After a long absence, fishers appear to be reestablishing themselves as part of our fauna.

Fishers are members of the Mustelid or weasel family. They are stocky animals with an elongated body and relatively short legs. Adult fishers are about the size of a fox, typically weighing 4 to 12 pounds and measuring 30 to 47 inches from the nose to the tip of the tail. Their fur is dark brown and black. The face and shoulders often have a golden or silver sheen. The underside may have patches of white or cream colored fur.

Please note that it is illegal to hunt or trap fishers in Virginia. If you have verifiable information (i.e. trail camera photos, video, etc.) regarding occurrences of fishers in Virginia, please contact our furbearer biologist, Mike Fies, at (540) 248-9390 or by e-mail at mike.fies@dgif.virginia.gov.

Dogs May Not Be Used to Hunt Foxes:
During the firearms season for deer on the Gathright, Goshen, Highland, and Little North Mountain Wildlife Management Areas and within the boundaries of the George Washington/Jefferson National Forests.

Chase-Only Season
NO FOXES MAY BE TAKEN EXCEPT DURING THE FIREARMS SEASON.

Licenses Required
License requirements are the same as those for hunting foxes with firearms. However, a Fox Hunting License to hunt foxes on horseback with hounds without firearms may be purchased in lieu of a basic hunting license. This license exempts the licensee from having to complete the hunter education program.

Continuous open season statewide (including Sundays) unless noted below.
- Closed March 1 through October 31 and during the firearms season for deer on the George Washington/Jefferson National Forests and on Gathright, Goshen, Highland, and Little North Mountain WMAs.
- Closed March 1 through October 31 on G. Richard Thompson and Rapidan WMAs.

Restrictions
- Unlawful to have in possession a firearm when hunting fox outside of the firearms fox season. Possession shall include, but not be limited to, having any firearm in or on one's person, vehicle, or conveyance. (See exception for valid concealed handgun permit holders on page 20.)

Opossum

Firearms Season
October 15 through March 10:
Statewide.

Raccoon

Bag Limits
East of the Blue Ridge: Two per hunter taken between noon one day and noon the following day.

West of the Blue Ridge: Two per hunting party (individual or organized) taken between noon one day and noon the following day.

Firearms Season
October 15 through March 10:
Statewide.

Legal Methods and Restrictions
- Raccoons may be hunted on Sundays.
- Lights may be used as long as the light is not attached to or cast from a vehicle.

Chase-Only Seasons
NO RACCOON MAY BE TAKEN EXCEPT DURING THE FIREARMS SEASON.

Continuous open season statewide (including Sundays):
Except on Department-controlled lands west of the Blue Ridge Mountains and on National Forest lands.

Licenses Required
License requirements are the same as those for hunting raccoons with firearms.

August 1 through September 28 (including Sundays):
On Department-controlled lands west of the Blue Ridge Mountains and on National Forest lands where bear hound training is permitted (see page 31).

Restrictions
It is unlawful to have in possession a firearm, bow, axe, or any tree climbing device when chasing raccoons outside of the firearms season. Possession shall include, but not be limited to, having these devices in or on one's person, vehicle, or conveyance while engaged in the act of chasing. (See exception for valid concealed handgun permit holders on page 20.)

SPOTTED SKUNK INFORMATION NEEDED

Eastern spotted skunk ©Bob Gress

Our Department would like to know if you have seen the animal in this photograph. The Eastern spotted skunk (*Spilogale putorius*), also known as a "civet cat," is one of two species of skunks found in Virginia. Most people are familiar with the common striped skunk (*Mephitis mephitis*) that is statewide in distribution. The spotted skunk, however, is lesser known and generally found only in the western portion of the state. They are small, slender animals, usually not much larger than a squirrel (1 to 2½ pounds) and noticeably smaller than most striped skunks. The glossy black fur has four to six broken white stripes along the back and sides that resemble "spots." The tail usually has a white tip and the head often has an inverted triangular white patch above the nose. The status of spotted skunks in Virginia is largely unknown, but populations are believed to have declined precipitously during the last half of the 20th century. Loss of suitable habitat has almost certainly contributed to this decline, but may not completely explain the spotted skunk's decrease in numbers. Please note that it is illegal to shoot or trap spotted skunks (unless they are causing damage) and their pelts may not be sold. If you have information regarding occurrences of spotted skunks in Virginia, particularly trail camera photos or other verifiable evidence, please contact our furbearer biologist, Mike Fies, at (540) 248-9390 or by e-mail at mike.fies@dgif.virginia.gov.

ELECTRONIC CALLS

Electronic calls may be used to hunt bobcats, coyotes, crows, foxes and raccoons, but not other species. With the exception of crows (see page 46), written permission of the landowner is required to hunt with electronic calls on private lands. Electronic calls may also be used on public lands (except where specifically prohibited) during periods when the use of firearms is allowed.

Skunk

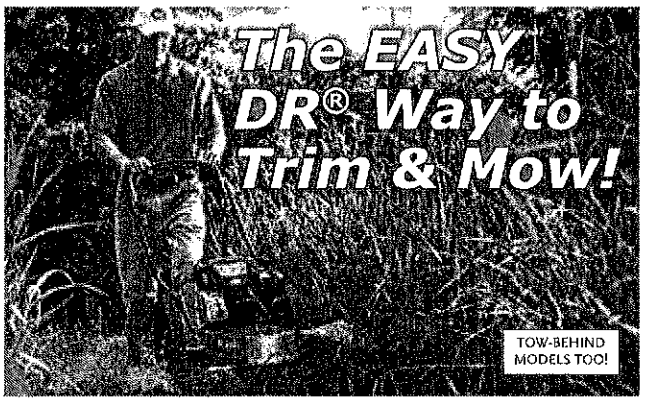
Season

Continuous open season to hunt striped skunk except on National Forest lands and Department lands. Striped skunk hunting on National Forest lands and Department lands is permitted from September 1 through March 10 and during the spring turkey season. Striped skunks may also be hunted on Department lands during the spring squirrel season unless otherwise posted. (See page 46 for list of open areas.)

Continuous closed season for taking spotted skunks, and the pelts of spotted skunks may not be sold.

REPORT A NUTRIA IN VIRGINIA

As part of a multi-agency effort, the Department of Game and Inland Fisheries is continuing to monitor the distribution of nutria in Virginia. The nutria (*Myocastor coypus*) is an invasive semi-aquatic mammal native to South America. A casual observer may misidentify a muskrat or beaver as a nutria. Compared to a muskrat, nutria are considerably larger (average 12 pounds), have a round tail, white whiskers, and orange teeth. Nutria cause considerable damage to North American wetlands and are legally defined as a nuisance species in Virginia. Although the current distribution of nutria in the Commonwealth is not completely known, confirmed reports have been limited to areas east of Interstate 95 and south of the James River. Improving our understanding of where nutria occur is necessary to support potential eradication efforts. If you believe you have seen a nutria in Virginia, please visit the website below and report your sighting. The information you provide will assist us with the management of this invasive species: https://cmi.vt.edu/ReportNutria.html.



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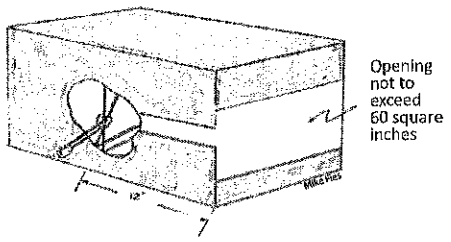
General Trapping Regulations

- Residents under 16 years of age do not need a license to trap when accompanied by any person 18 years of age or older who possesses a valid state or county license to trap. Residents under 16 years of age who hold a resident junior trapping license are not required to be accompanied by a licensed adult while trapping. County residents 65 years of age and over do not need a license to trap on private property in their county of residence. Resident or nonresident landowners, and their spouses, children, grandchildren, spouses of such children and grandchildren, and the landowner's parents do not need a license to trap within the boundaries of their own lands.
- Trapping is allowed on any day of the week, including Sundays. In addition, trappers may shoot wild animals caught in traps on any day of the week (including Sundays) in order to dispatch them. No additional license is required other than a valid Virginia trapping license (unless you are license exempt).
- Trapping on Department-owned or controlled lands and waters is allowed under the regulations of the Board unless prohibited by posted rules. The posted rules may require written authorization to trap on some areas or may specify other restrictions. National Forest lands will be open during the regular trapping seasons. Check local ordinances before trapping near highways.
- It is lawful to set traps in water from December 1 through the last day of February, both dates inclusive, and at any time within the incorporated limits of any city or town in the Commonwealth and in the counties of Arlington, Chesterfield, Fairfax, Henrico, James City, Loudoun, Prince William, Spotsylvania, Stafford, Roanoke, and York, except as otherwise specifically provided by Department permit or by local ordinances.
- Any person setting or in possession of a steel foothold or body gripping trap or snare shall have it marked by means of a nonferrous metal tag bearing his name and address or a permanent identification number issued by the Department. This requirement shall not apply to landowners on their own land, nor to a bona fide tenant or lessee within the bounds of land rented or leased by him, nor to anyone transporting any such trap from its place of purchase.
- Trappers must visit all traps once each day and remove all animals caught therein, except for completely submerged body-gripping traps which must be visited once every 72 hours.
- The use of body gripping traps with a jaw spread in excess of 7½ inches is prohibited except when such traps are at least half submerged by water.
- It is unlawful to set on land any steel foothold trap with teeth set upon the jaws or with a maximum inside jaw spread exceeding 6½ inches measured perpendicular to the hinges.
- It is unlawful to set above the ground any body gripping trap with a jaw spread in excess of 5 inches when using any bait, lure or scent. However, baited body-gripping traps with a jaw spread greater than 5 inches and up to 7½ inches may be used within an enclosure with openings no greater than 60 square inches and the trap trigger recessed at least 12 inches from all openings (see diagram). Traps must be staked to prevent enclosures from turning over and may only be used on private lands with written permission of the landowner.
- It is unlawful to intentionally set foothold traps, body-gripping traps, or snares within 50 feet of an animal carcass or animal parts, unless the carcass or parts are completely covered at the time the trap is set or visited. For the purposes of this requirement, completely covered is defined as not being visible from above. A carcass is defined as the body, portions of the body, meat, organs, or viscera of any animal, including fish. Feathers (including those with attached skin or entire bird wings), hair (with or without skin or hide), and bones that include no attached meat, organs, or viscera, are excluded from this definition.

Body-gripping Trap Enclosure



- No deadfall traps may be used. Snares set on land must have loops 12 inches or less in diameter with the bottom of the snare loop no more than 12 inches above ground level. Snares with the top of the snare loop set higher than 12 inches above ground level must include a single-piece lock that is not power-assisted, a cable stop that prevents the snare loop from closing smaller than 2½ inches in diameter, and a break-away device that has been tested to break or disassemble at no more than 285 pounds pull. Land snares may only be used with written permission of the landowner.
- It shall be lawful to kill wild animals legally captured in live traps using any humane method of dispatch not specifically prohibited by law.
- It is unlawful to willfully molest, damage, or remove any trap, or any lawfully caught bird or animal from or in any way disturb traps or snares legally set by another person.
- It is unlawful to shoot a rifle or pistol at wild birds or animals on or over public inland waters; however, a licensed trapper may shoot a .22 caliber rimfire rifle or pistol on or over public inland waters for the purpose of dispatching a trapped animal.

PERMANENT IDENTIFICATION NUMBER FOR TRAP TAGS

Trappers have the option of using a permanent identification number on their trap tags instead of their name and address. Beginning in 2019, trappers may use their customer identification number (CID) to mark their trap tags if they prefer not to use their name and address. This 7-digit number was assigned to you when you registered to purchase a license. A trapper's CID number is confidential and the database containing this information can only be accessed by Department personnel. Please remember that marking your trap tags with a CID number is OPTIONAL. You may continue to use tags with your name and address or a permanent 5-digit trapper ID number assigned to you prior to June 1, 2019.

Photo by Sally Mills

Trapping Seasons

There is a continuous open season to trap beaver, muskrat, opossum, and raccoon within the incorporated limits of any city or town in the Commonwealth, and in the counties of Arlington, Chesterfield, Fairfax, Henrico, James City, Loudoun, Prince William, Spotsylvania, Stafford, Roanoke, and York.

When beavers are damaging crops or lands, the owner of the premises, his agent, or tenant, may kill the animals or have them killed. This includes shooting, except in areas where the discharge of firearms is prohibited.

Beaver
December 1 through February 29

Bobcat
November 15 through February 29
All trapped bobcats must be reported within 24 hours through the Department's electronic harvest reporting system. A CITES tag may also be required for some bobcats. Please see page 48 for details regarding electronic bobcat checking and CITIES tagging procedures.

Coyote
Continuous open season.

Fisher
Continuous closed season.

Fox
November 15 through February 29:
Fox trapping is prohibited in Clarke (except on G. Richard Thompson WMA), Fauquier (except on Chester F. Phelps WMA and G. Richard Thompson WMA), Loudoun, and Rappahannock counties.

Mink
December 1 through February 29

Muskrat
December 1 through February 29

Nutria
Continuous open season.

Opossum
November 15 through February 29

Otter
December 1 through February 29
Bag Limit: The season bag limit shall be 4 otters in all counties west of the Blue Ridge. There is no season bag limit in counties east of the Blue Ridge.

CITES Tagging Requirement for Otter
Raw otter pelts and unskinned carcasses that are bought, sold, bartered, traded, solicited for purchase, or transported out of state must also have a CITES tag affixed to each animal. No CITES tag is needed to have an otter mounted by a Virginia taxidermist or ship an otter pelt out-of-state for tanning purposes (unless required by the state where the tannery is located). To obtain a CITES tag, the individual harvesting the animal must contact a local Conservation Police Officer through your nearest Department regional office (listed on page 4). If an otter pelt is required to have a CITES tag affixed, it must be tagged by April 1 of the season of harvest.

Rabbit
May be taken with box traps from October 15 through January 31, provided no traps shall be set on the lands of another without written permission of the landowner. Trappers using box traps for rabbits do not need a license.

Raccoon
November 15 through February 29

Skunk
Continuous open season for striped skunk. Continuous closed season for taking spotted skunk, and the pelts of spotted skunk may not be sold.

Weasel
December 1 through February 29

BEST MANAGEMENT PRACTICES

Sustaining the Future of Regulated Trapping

Trapping in North America is heavily regulated by state and provincial wildlife agencies, providing a critical wildlife management technique used to:

1) capture wildlife for sustainable use by the public,

2) protect property,

3) recover and protect endangered species,

4) manage population levels, and

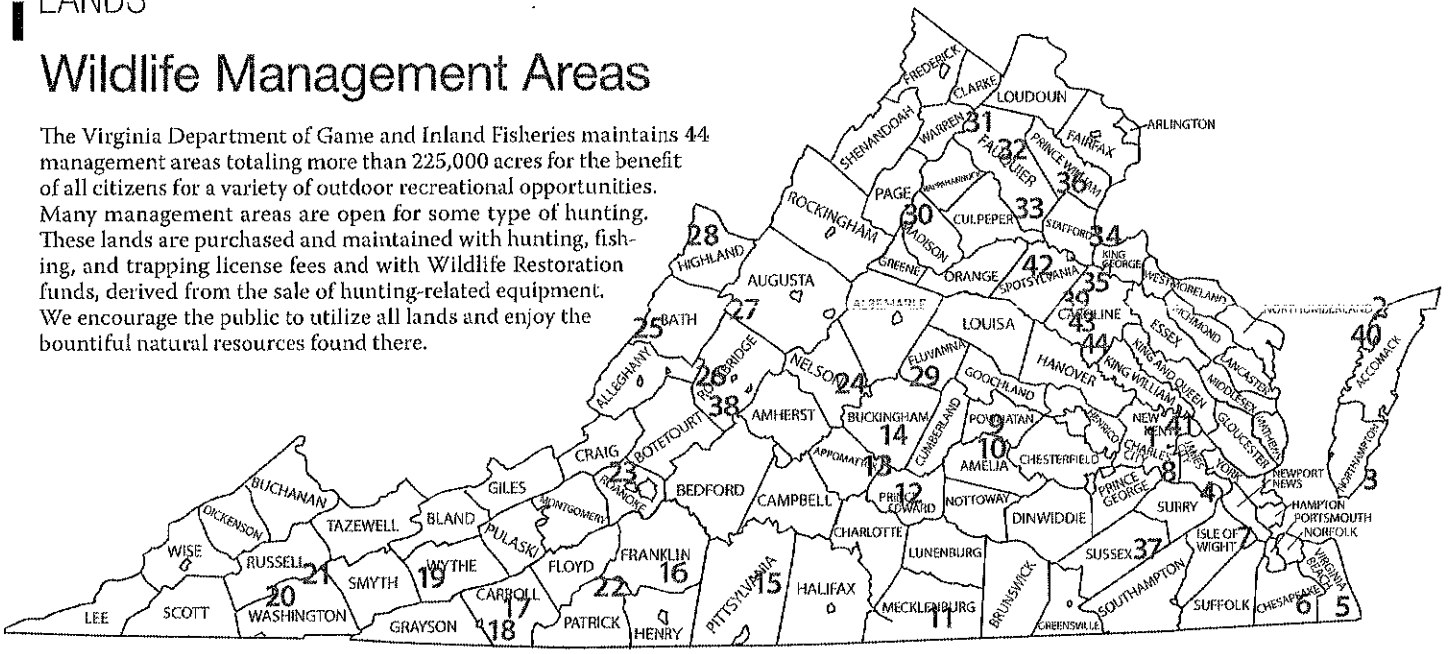
5) capture animals for scientific research.

Trapping Best Management Practices (BMPs) are carefully researched **recommendations** designed to ensure animals are **humanely captured.** Developed as part of the largest trap research effort ever conducted, BMPs feature the **latest scientific information** about trapping techniques and equipment, along with practical advice from experienced trappers and wildlife biologists. More than **600 types of traps** have been evaluated and trapping BMPs exist for **23 different species** of furbearers. Help **SPREAD THE WORD** about BMPs to sustain the future of regulated trapping methods and modern furbearer management.

For more information visit https://www.fishwildlife.org/afwa-inspires/furbearer-management

Wildlife Management Areas

The Virginia Department of Game and Inland Fisheries maintains 44 management areas totaling more than 225,000 acres for the benefit of all citizens for a variety of outdoor recreational opportunities. Many management areas are open for some type of hunting. These lands are purchased and maintained with hunting, fishing, and trapping license fees and with Wildlife Restoration funds, derived from the sale of hunting-related equipment. We encourage the public to utilize all lands and enjoy the bountiful natural resources found there.



WMA		ACRES
1.	* Game Farm Marsh WMA	530 acres
2.	Saxis WMA	5,574 acres
3.	* Mockhorn Island/GATR WMA	7,642 acres
4.	*/# Hog Island/Carlisle WMA	3,908 acres
5.	*/# Princess Anne WMA	1,546 acres
6.	Cavalier/Dismal Swamp WMA	4,485 acres
7.	Ragged Island WMA	1,537 acres
8.	* Chickahominy WMA	5,218 acres
9.	Powhatan WMA	4,463 acres
10.	* Amelia WMA	2, 217 acres
11.	* Dick Cross WMA	1,400 acres
12.	Briery Creek WMA	3,164 acres
13.	*/## Featherfin WMA	3,084 acres
14.	Horsepen WMA	2,910 acres
15.	White Oak Mt. WMA	2,748 acres
16.	Turkeycock Mt. WMA	2,678 acres
17.	Crooked Creek WMA	1,796 acres
18.	Stewarts Creek WMA	1,138 acres
19.	Big Survey WMA	7,564 acres
20.	Hidden Valley WMA	6,400 acres
21.	Clinch Mt. WMA	25,477 acres
22.	## Fairystone WMA	5,414 acres
23.	Havens WMA	9,023 acres
24.	James River WMA	1,213 acres

WMA		ACRES
25.	Gathright WMA	13,428 acres
26.	Lake Robertson WMA	581 acres
27.	Goshen/Little North Mt. WMA	33,697 acres
28.	Highland WMA	14,283 acres
29.	Hardware River WMA	1,175 acres
30.	Rapidan WMA	10,870 acres
31.	Thompson WMA	3,963 acres
32.	** Weston WMA	271 acres
33.	# C. F. Phelps WMA	4,540 acres
34.	Lands End WMA (Salem Church tract, squirrel only)	450 acres
35.	Pettigrew WMA	934 acres
36.	* Merrimac Farm WMA	301 acres
37.	## Big Woods WMA	4,208 acres
38.	Short Hills WMA	4,232 acres
39.	Mattaponi WMA	2,542 acres
40.	* Doe Creek WMA	637 acres
41.	* Ware Creek WMA	2,600 acres
42.	Oakley Forest WMA	2,911 acres
43.	*Mattaponi Bluffs WMA	470 acres
44.	Robert W. Duncan WMA	1300 acres

* Some or all hunting by quota hunt drawing (see pages 62–65).

** Hunting is not allowed.

Managed hunt opportunities offered (see page 66–68).

Antler point restrictions (APR-see page 33).

Wildlife Management Area: General Rules and Regulations

These lands are held in trust by the Department to conserve habitat for wildlife. The goal of the Wildlife Management Area system is to: *Maintain and enhance habitats that support game and nongame wildlife while providing opportunities to hunt, fish, trap, and view wildlife.* Other uses of WMAs may be allowed by written authorization of the Director, as long as they do not interfere with the goals and uses of WMAs.

NOTE: Not all activities listed below are available on each WMA; check our website at www.dgif.virginia.gov/wma for specific WMA information.

Access Permit

- Any person 17 years of age or older accessing a DGIF Wildlife Management Area or Fishing Lake must have in possession one of the following valid Virginia licenses/permits: freshwater fishing license, hunting license, trapping license, boat registration, or DGIF Access Permit.

Camping/Fires

- Primitive camping is permitted for up to 21 consecutive days when occupants are engaged in authorized activities. No more than 3 camping units are permitted per site.
- Camping is prohibited on or within 100 yards of any boat ramp, fishing lake, or at other specific sites as posted.
- It is unlawful to leave a campfire unattended. From February 15 to April 30 campfires are

allowed only between the hours of 4:00 p.m. and midnight.

Cave Access

- All caves are closed to access without written authorization from the Department.

Disabled Hunter Access

- Trails are open to manual and power wheelchairs and personal mobility assistive scooters (for indoor/outdoor use) designed primarily to assist people with disabilities. Individuals are encouraged to use caution when selecting trails, as many were designed for foot traffic only. Terrain may make them unsuitable for personal mobility devices.
- Electric vehicles up to 54 inches in width are permitted only on designated trails.

Dogs

- It is lawful to chase with dogs or train dogs on Department-owned lands only during authorized hunting, chase, or training seasons that specifically permit these activities.
- Dogs must be leashed at all times outside of open hunting, chase, or training seasons.

Firearms

- It is unlawful to have in possession a firearm or any hunting weapon that is not unloaded and cased or dismantled:
  - » While on Department-owned lands statewide, except during the period when it is lawful to take bear, deer, grouse, pheasant, quail, rabbit, raccoon, squirrel, turkey, waterfowl or migratory game birds on these lands.
  - » Except when possessing a permit issued by the Department.
  - » Except when possessing a handgun and a valid concealed carry permit issued by a Circuit Court.
- It is unlawful to possess or transport any loaded firearm or loaded hunting weapon in or on any vehicle at any time on Department-owned lands statewide. (See exception for valid concealed handgun permit holders on page 20.)
- Target shooting is permitted only on designated ranges.

Fishing, Boating, & Swimming

- Refer to the current Virginia Freshwater Fishing Regulations guide and posted signs for special fishing rules which apply to this WMA.
- It is unlawful to use boats propelled by a gasoline motor, sail, or mechanically operated recreational paddle wheel unless otherwise posted.
- Swimming is prohibited unless otherwise posted. Anglers, hunters, and trappers actively engaged in fishing, hunting, or trapping may wade in public waters.
- Only rod and reel angling is permitted. All other methods of take (trotlines, juglines, limblines, etc.) are prohibited.

General

- Activities involving groups of more than 12 persons require written authorization from the Department.
- Display or consumption of alcoholic beverages in public is prohibited.
- Commercial activities are prohibited except by written authorization from the Department.

Horseback/Bicycle Riding & Hiking

- Horseback and bicycle riding only on roads and trails designated for these uses. No riding in cultivated or planted fields, or on eroded areas.
- Hiking is welcome.
- Riders, cyclists, and hikers should be mindful of all open hunting and trapping seasons. Please avoid engaging in these activities when they may interfere with hunters, anglers, and wildlife watchers.
- A blaze colored hat or clothing is recommended for non-hunters during hunting seasons.

Resource & Property Damage

- It is unlawful to construct or occupy any permanent structure (including a permanently-affixed tree stand) except by Department permit.
- It is unlawful to cut, mutilate, destroy, or remove vegetation or to remove other minerals, artifacts or other property from this area. Metal detecting/artifact hunting is prohibited.
- Berry picking and gathering of mushrooms or other fruits is allowed.
- It is unlawful to damage, deface, or remove any building, gate, fence, sign or other property.
- No posting of unauthorized signs, notices, and flyers anywhere on the WMA.

Vehicles

- Motor vehicles are prohibited behind barricades or gates designed to prevent entry or within areas otherwise posted to prohibit motor vehicles.
- Operation of ATVs and other unlicensed motor vehicles is prohibited.
- Cross-country motor vehicle travel is prohibited.
- Motor vehicles, campers, and trailers may be parked on Department-owned lands only when the owners/responsible party are engaged in authorized activities.
- It shall be unlawful to use a drone or other unmanned aircraft on department-owned lands.

For more information on the Department's Wildlife Management Area System: www.dgif.virginia.gov/wma.

Public Ranges on WMAs and National Forests

The Department has public sighting-in ranges available at the Wildlife Management Areas (WMA) listed below. These ranges were built for sportsmen to properly sight-in their firearms before going afield during the hunting seasons. All Department public sighting-in ranges are handicapped accessible. Range rules and hours of operation are prominently posted at each range to promote shooting safety and proper care of the facilities. Range users must adhere to posted rules and hours of operation. No reservations are required. Any person 17 years of age or older accessing a WMA or DGIF fishing lake must have in their possession a valid hunting, freshwater fishing, or trapping license; current boat registration; or Access Permit. Shooters are limited to one hour of shooting when range is full. Be sure to bring your own paper targets, cardboard backing, clothespins, and tape. In order to help maintain the ranges, all target materials and brass must be removed for proper disposal off site. "Leave No Trace." Specific hours and dates of operation, range rules, scheduled closures, travel directions, and other information is posted on the Department website at www.dgif.virginia.gov/hunting/sighting-in-ranges.

The use of firearms at public ranges during closed general firearms hunting seasons is restricted to the area within the established range boundaries for target shooting purposes only. Such weapons are required to be unloaded and cased or dismantled on all national forest and Department-owned lands outside the range boundaries during this period.

Department Sighting-In Ranges

Amelia Wildlife Management Area:

Six covered bench positions from 25–100 yards for rifle, muzzleloader, and shotgun patterning at stationary paper targets; area for clay bird shooting (bring own thrower and targets). Pistol shooting is prohibited. General dates of operation are September 1 to March 31. With the exception of state holidays, the range is closed on Mondays for maintenance. For information contact: Forest Regional Office, (434) 525-7522.

Chickahominy Wildlife Management Area:

Ten covered bench shooting positions from 25–100 yards for rifle, muzzleloader, and shotgun sighting-in at stationary paper targets. Additional covered area for stand up shotgun patterning. Pistol and clay target shooting are prohibited. General dates of operation are September 1 to March 31. With the exception of state holidays, the range will be closed on Mondays for maintenance. For information contact: Charles City Regional Office, (804) 829-6580.

Clinch Mountain Wildlife Management Area:

Six covered bench-rest stations from 25–100 yards for rifle, muzzleloader, and shotgun patterning at stationary paper targets. Pistol and clay target shooting are prohibited. General dates of operation are September 1 to March 31. With the exception of state holidays, the range will be closed on Mondays for maintenance. Snow and ice may result in temporary range closures in January, February, and March. For information contact: Marion Regional Office, (276) 783-4860.

Gathright Wildlife Management Area:

Six covered bench-rest stations from 25–100 yards for rifle, muzzleloader, and shotgun patterning at stationary paper targets. Pistol and clay target shooting are prohibited. General dates of operation are September 1 to March 31. With the exception of state holidays, the range will be closed on Mondays for maintenance. For information contact: Verona Regional Office, (540) 248-9360.

C. F. Phelps Wildlife Management Area:

Six covered bench-rest stations from 25–100 yards for rifle, muzzleloader, and shotgun patterning at stationary paper targets. Pistol and clay target shooting are prohibited. General dates of operation are September 1 to March 31. With the exception of state holidays, the range will be closed on Mondays for maintenance. For information contact: Fredericksburg Regional Office, (540) 899-4169.

White Oak Mountain Wildlife Management Area:

Six covered bench positions from 25–100 yards for rifle, muzzleloader, and shotgun patterning at stationary paper targets. Pistol and clay target shooting are prohibited. General dates of operation are September 1 to March 31. With the exception of state holidays, the range will be closed on Mondays for maintenance. For information contact Forest Regional Office, (434) 525-7522.

NOTE: The Department reserves the right to manage the use and access of these facilities as deemed appropriate. These facilities are subject to emergency closures.

National Forest Shooting Ranges

These ranges are open sunrise to sunset during the operating season. Users must bring their own paper targets to all ranges. Use stationary paper targets only. Moving targets, including skeet and/or clay targets, are prohibited except at the Blacksburg Range where clay targets are allowed. No tracer or incendiary type ammunition is allowed. Shooters under the age of 16 must be accompanied by an adult. Alcoholic beverages are prohibited. All of the ranges have vault toilet restroom buildings. None of these sites have drinking water.

The Blacksburg Shooting Range in Montgomery County:

Two facilities: an 18-lane rifle/pistol range with covered benches for firing at stationary paper targets for up to 100 meters, and a single position shotgun (trap) range for shooting clay targets. Archery is allowed at the shotgun range. Shooting benches and restrooms are wheelchair accessible although some shooters will need assistance with hanging and retrieving targets. This year-round range is closed on Tuesdays for cleaning. For information contact: Eastern Divide Ranger District, (540) 552-4641.

The Bath County Shooting Range:

A 5-lane range with covered benches for shooting stationary paper targets at 50–100 yards. Pistols and rifles are allowed. **Shotguns are allowed only when shooting at a stationary paper target. Shooting at any moving target is strictly prohibited.** This range is open year round. For information contact: Warm Springs Ranger District, (540) 839-2521.

The Hite Hollow Shooting Range in Augusta County:

A 6-lane rifle range for shooting approximately 50, 100, and 150 yards, and a 2-lane pistol range for shooting approximately 25 yards. Both of these facilities have covered benches. This range is open from May 1 through December 31. For information contact: North River Ranger District, (540) 432-0187.

The Low Moor Shooting Range in Alleghany County:

Provides a 5-lane rifle range for shooting 50 and 100 yards, and a 3-lane pistol range for shooting up to 25 yards. **Shotguns are allowed only when shooting at a stationary paper target. Shooting at any moving target is strictly prohibited.** Both ranges offer covered benches. This range is open year round. For information contact: James River Ranger District, (540) 962-2214.

The Pott's Slope Shooting Range in Craig County:

Provides a 9-lane, covered bench, rifle and pistol range for shooting targets at 25, 50, and 100 yards. No shotguns or moving targets are allowed. Shooting benches and restrooms are wheelchair accessible although some shooters will need assistance with hanging and retrieving targets. This range is open year round, but is closed on Tuesdays for cleaning. For information contact: Eastern Divide Ranger District, (540) 552-4641.

The West Side Shooting Range:

Provides 8 shooting lanes of various lengths for rifles, shotguns and pistols. All 8 lanes have covered shooting benches. No moving targets are allowed. This range is open from May 1 to December 31. For more information contact: North River Ranger District, (540) 432-0187.

The Wythe Shooting Range:
Offers 10 lanes with covered benches. Five lanes allow shooting from 5-25 yards. The remaining five lanes offer shooting from 5-100 yards. Pistols and rifles may be used on any lane depending upon the shooting distance desired. No shotguns, moving targets, or archery allowed. The range is open year round, but closed from daylight to noon on Wednesdays for cleaning. For more information, contact: Mt. Rogers National Recreation Area (800) 628-7202.

NOTE: On National Forests, please remember firearms may be discharged for target practice only at established shooting ranges. Discharging a firearm in a developed recreation site is dangerous and prohibited. For more information contact: the George Washington and Jefferson National Forest Headquarters at 5162 Valleypointe Parkway, Roanoke, VA 24019, or call (540) 265-5100.

National Forests

Day use fees are required on certain recreation areas. Please visit the George Washington/Jefferson National Forest website, www.fs.usda.gov/gwj, or contact the appropriate office below for more information on fees and seasonal pass information.

Supervisor's Office ..... (540) 265-5100
Clinch ..... (276) 679-8370
North River ..... (540) 432-0187
Glenwood-Pedlar ..... (540) 291-2188
James River ..... (540) 962-2214
Lee ..... (540) 984-4101
Mt. Rogers National Recreation Area ..... (276) 783-5196
Eastern Divide ..... (540) 552-4641
Warm Springs ..... (540) 839-2521

Regulations Specific to National Forest and Department Lands

It shall be unlawful to have in possession a firearm or any hunting weapon which is not unloaded and cased or dismantled on all National Forest lands, all Department-owned lands and on lands managed by the Department under cooperative agreement statewide except during the period when it is lawful to take bear, deer, grouse, pheasant, quail, rabbit, raccoon, squirrel, turkey, waterfowl or migratory game birds on these lands. (See exception for valid concealed handgun permit holders on page 20.)

It shall be unlawful to possess or transport any loaded firearm or loaded hunting weapon in or on any vehicle at any time on National Forest lands or Department-owned lands. (See exception for valid concealed handgun permit holders on page 20).

"Hunting weapon" is any weapon allowable for hunting as defined in 29.1-519 of the Code of Virginia.

"Loaded firearm" is defined as a firearm in which ammunition is chambered or loaded in the magazine or clip, when such magazine or clip is found engaged or partially engaged in a firearm.

The definition of a "loaded muzzleloader" will include a muzzleloader which is capped, or has a charged pan, or has a primer, or battery installed in the muzzleloader.

The definition of a "loaded crossbow" is a crossbow that is cocked and has either a bolt or arrow engaged or partially engaged on the shooting rail or track of the crossbow, or with a "trackless crossbow" when the crossbow is cocked and a bolt or arrow is nocked.

The definition of a "loaded arrowgun" is an arrowgun that has an arrow or bolt inserted on the arrow rest or barrel.

The word "possession" shall include, but not be limited to, having any firearm or weapon used for hunting in or on one's person, vehicle or conveyance.

It is unlawful to chase with a dog or train dogs on National Forest lands or Department-owned lands except during authorized hunting, chase or training seasons that specifically permit these activities on these lands.

Collecting any portion of the American ginseng plant for personal or commercial use from the George Washington and Jefferson National Forests and Department-owned lands is prohibited.

Commercial hunting or fishing outfitter activities on the George Washington and Jefferson National Forests require a permit from the National Forest.

Access Roads

Hunter access roads on Department lands seasonally open to motor vehicles will be open (weather permitting) from the last Saturday in September to the 2nd Saturday in February and the 1st Saturday in April to the 3rd Saturday in May.

Opening and closing dates of hunter access roads on National Forest lands may vary by ranger district. Opening and closing dates are determined by management considerations for the areas accessed by these roads. Contact the local ranger district listed at left for opening and closing dates on specific roads.

Any motor driven vehicle using roads normally open to motor vehicles on Department and National Forest lands shall conform with all state laws for highway travel. No cross country travel is permitted. All terrain vehicle (ATV) and off-road vehicle (ORV) travel is permitted only on designated National Forest roads and trails.

Camping Policy

Primitive camping (no water, electric hookups, bathrooms or other facilities) is permitted on Department-owned lands, except as otherwise posted. Camping is prohibited on or within 100 yards of any Department-owned or controlled boat ramp or fishing lake. Camping on Department-owned lands is not to exceed 21 consecutive days. No more than 3 camping units are permitted per site.

Camping on the George Washington/Jefferson National Forests for more than 21 consecutive days without terminating occupancy for a minimum of 10 consecutive days within a 31-day time period is prohibited. For more information, please visit the National Forest website www.fs.fed.us/r8/gwj or call the appropriate office. No trash service is provided. "Pack it in, Pack it out."

Structures

It is unlawful to construct, maintain, or occupy any permanent structure, except by permit, on Department-owned lands and National Forest lands.

It is unlawful to maintain any temporary dwelling on Department-owned land for more than 14 consecutive days. Persons constructing or occupying such structures are responsible for complete removal of temporary structures.

Tree Stands

It is unlawful to construct, maintain, or occupy any permanent tree stand on Department-owned lands, National Forest lands, and on Department of Conservation and Recreation-owned or controlled lands. Portable tree stands, which are not permanently affixed, may be used. Use of a full body safety harness while hunting from tree stands is strongly recommended.

Public Access Lands for Sportsmen (PALS)

PALS is a program that opens additional lands for public use. Through this cooperative private/public program the Department has opened more than 32,000 acres of private land. Properties include:

- Dickenson and Wise counties – 30,000 acres
- James City County – 260 acres
- Rockbridge County – 2,700 acres

The Department manages access to these properties for hunting, fishing, and wildlife viewing. PALS permits are available through DGIF license agents, online at the DGIF website, or through the GoOutdoors mobile app. The fee is $18.00. Inquiries about these areas should be directed to the website www.dgif.virginia.gov or to the appropriate regional office.

The Department hopes to provide additional PALS lands in the future across other parts of the Commonwealth.

State Forests

The State Forests of Virginia serve as demonstration sites for multiple use management which focuses on the advantages and benefits of managing the total resource. Environmental protection, water quality, aesthetics, wildlife habitat,

forest research and recreation are as important as a sustained timber harvest. The State Forests are operated under a separate, self-supporting budget. Most of the funds are generated through timber sales, but use permits for hunting and other activities are important as well.

Hunting is allowed on many of the State Forest properties in Virginia including: Appomattox-Buckingham State Forest, Big Woods State Forest in Sussex County, Browne State Forest in Essex County, Channels State Forest in Washington and Russell Counties, Chilton Woods State Forest in Lancaster County (archery and black-powder only), Conway Robinson State Forest in Prince William County (lottery permit only), Cumberland State Forest, Dragon Run State Forest in King and Queen County, Lesesne State Forest in Nelson County (archery and black-powder only within designated dates), Matthews State Forest in Grayson County (archery only in designated areas), Prince Edward-Gallion State Forest, and Sandy Point State Forest in King William County. Moore's Creek State Forest in Rockbridge County is also open to hunting, however, there is no public road access at this time.

A valid State Forest Use Permit and valid hunting license is required and may be purchased from license agents or online. Hunting is allowed on these properties only in accordance with state hunting regulations. No motorized vehicles, including ATVs, are permitted on gated roads and trail whether the gate is open or closed.

Further information on regulations governing the use of specific State Forest properties for hunting or other recreational activities is available at the Virginia Department of Forestry's website (www.dof.virginia.gov/stateforest/recreation/hunting.htm) or by calling 804-492-4121.

National Parks

Hunting is prohibited in all National Parks in Virginia. For current information related to any permitted hunting activities view Park specific websites or contact via Park public information telephone lines. Example: Blue Ridge Parkway www.nps.gov/blri or (828) 298-0398.

Military Areas

Fort A.P. Hill

Archery
October 5 through November 15. Either-sex all season.

Muzzleloading
November 2 through 15. Either-sex hunting on November 9.

General Firearms
November 16 through January 4. See Fort A.P. Hill Hunting Regulations for either-sex hunting days.

One deer per day, two bucks total combining all seasons. See Fort A. P. Hill Hunting Regulations for antler restrictions.

Closed: at 12:00 p.m. Thanksgiving and Christmas Eve, and closed all day Christmas. Contact Fish and Wildlife Branch (804) 633-8984 for details. Fort A.P. Hill regulations and requirements differ from state and county regulations.

Fort Pickett

Deer:
Archery
October 5 through November 15.

Muzzleloading
November 2 through 15.

General Firearms
November 16 through January 4. Two per day, six per year. See Fort Pickett Hunting Regulations for either-sex hunting days.

Quail:
Hunting permitted on Tuesdays, Thursdays and Saturdays only.

Dove:
Hunting permitted on Wednesdays and Saturdays only.

All persons 12 years of age and older must present a hunter education certificate in order to purchase a Fort Pickett hunting permit. No apprentice licenses will be accepted. For more information about seasons and special restrictions, contact Ft. Pickett Game Check Station at (434) 292-2618 or visit https://ftpickett.isportsman.net. Open Tuesday-Saturday and closed on state-recognized holidays.

Quantico Marine Reservation

Deer:
Archery Season
October 5 through November 15.

General Firearms
November 16 through January 4. Closed Christmas Eve, Christmas Day, and New Year's Day. Open half day on Thanksgiving Day.

No Muzzleloading Season.

For hunting information, contact the Game Checking Stations at (703) 784-5523 or www.quantico.marines.mil/Offices-Staff/G-F-Installation-and-Environment/Natural-Resources-Environmental-Affairs/Quantico-Sportsman/Hunting/. The Game Checking Station is open seasonally, September–January and April–May. Background checks may be required for some individuals to access the base.

Fort Belvoir

Archery Only
Qualification required.

Deer:
September 7 through March 28.
September 28 is Youth/Apprentice Day

Fall Turkey:
Oct. 19-Nov. 1; Nov. 27-28;
Dec. 2-28 and Jan. 11-25.

Spring Turkey:
April 4 is Youth/Apprentice Day
April 11-May 16

Waterfowl hunting is also available during prescribed seasons.

Contact Outdoor Recreation staff at (703) 805-3081 for further details.

Federal Refuges

Hunting is allowed on the following National Wildlife Refuges in Virginia. For more information, contact the appropriate refuge manager at:

Back Bay.....(757) 301-7329
Chincoteague.....(757) 336-6122
Great Dismal Swamp*.....(757) 986-3705
Eastern Shore.....(757) 331-2760
Rappahannock River Valley.....(804) 333-1470
James River*.....(804) 829-9020
Plum Tree Island*.....(804) 829-9020
Presquile*.....(804) 829-9020
Mason Neck/Occoquan.....(703) 490-4979

* Quota hunts are offered through the DGIF Quota Hunt program; see pages 62–65.

U.S. Army Corps of Engineers

John H. Kerr Reservoir

The John H. Kerr Reservoir is a federally managed multipurpose facility located on the Virginia-North Carolina border. It consists of a 50,000 acre reservoir and 55,000 acres of land surrounding the lake which offers 40,000 acres open to hunting. The U.S. Army Corps of Engineers maintains 26 wildlife management areas located around Kerr Reservoir.

U.S. Army Corps of Engineers
1930 Mays Chapel Road, Boydton, VA 23917
(434) 738-6143 or https://CorpsLakes.erdc.dren.mil/visitors/projects.cfm?ID=K708350.

John W. Flannagan Reservoir

The John W. Flannagan Reservoir in western Dickenson County provides 6,400 acres of land open to public hunting. The area offers deer, black bear, wild turkey, and small game hunting opportunities.

U.S. Army Corps of Engineers
192 White Water Rd., Haysi, VA 24256-9739
(276) 835-9544 or
https://CorpsLakes.erdc.dren/mil/visitors/projects.cfm?ID=H108550

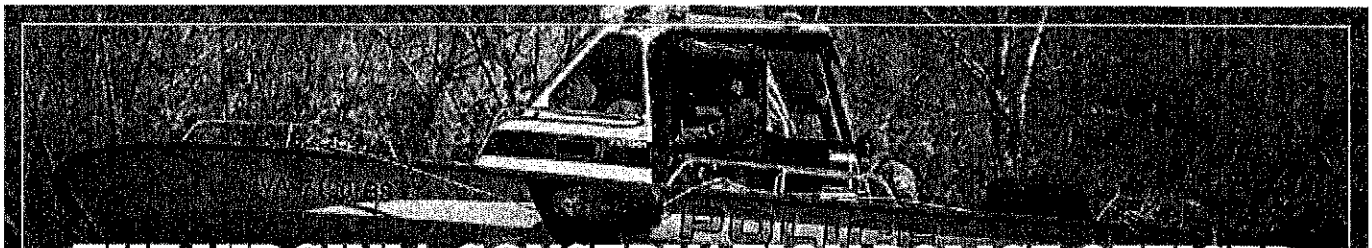
VIRGINIA WILDLIFE GRANT PROGRAM

Your hunting license purchase supports conservation; your merchandise purchase supports the hunting heritage and other outdoor activities through the Virginia Wildlife Grant Program which awarded $80,000 in 2018 to connect youth to the outdoors. To make a purchase go to *GoOutdoorsVirginia.com*

VIRGINIA DGIF

WILDLIFE FOUNDATION OF VIRGINIA

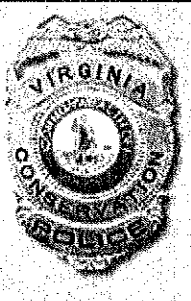
Grant submission date opens on August 1, 2019.
See more at: *virginiawildlife.gov/grant-program*



THE VIRGINIA CONSERVATION POLICE OFFICER

Protectors of Virginia's Wildlife and Natural Resources

The badge of the Conservation Police Officer (CPO) represents those who have dedicated their lives to the protection of wildlife and natural resources, as well as promoting a safe environment for anglers, hunters, boaters, and other outdoor enthusiasts. To earn it requires comprehensive training and highly specialized skills, along with a passion for the outdoors and its wildlife.



Conservation Police Officers are fully certified sworn officers through the Department of Criminal Justice Services, with the authority to enforce all of the laws of Virginia. However, due to the unique nature of this profession, those who wear the badge of the CPO are unlike any other police officer.

Each CPO must be able to take on many different roles — from educator and ambassador to outdoor enthusiast; from evidence technician to boat collision reconstructionist; and from crime analyst to wildlife crime detective responsible for managing informants. CPOs also provide public safety and emergency response, sometimes during severe weather conditions, requiring that they put their lives on the line to rescue others.

CPOs frequently conduct patrols in remote areas on foot, ATV, and boat — usually without back-up and often under the cover of darkness. In these types of stressful situations, CPOs must *"...maintain calm in the face of danger, scorn or ridicule; demonstrate self-restraint; and be constantly mindful of the welfare of others."* (CONSERVATION POLICE OFFICER'S CODE OF ETHICS)

CITIZEN FEEDBACK:

Your feedback, whether positive or negative, is important. Visit **dgif.virginia.gov/ops** to see how you can file an Officer Commendation or Complaint, or express a Law Enforcement Division Praise or Dissatisfaction.

State Parks

Virginia State Parks offer a wide variety of hunting opportunities as well as countless other outdoor activities for the entire family. Hunting opportunities range from open hunting in designated areas to managed deer hunts where individuals participate through a reservation or lottery system.

Specific sites that offer hunting may change from year to year. Managed deer hunts are a tool in Virginia State Parks' overall deer management program. Participating hunters are asked to support our management efforts by following harvest guidelines associated with each hunt.

For more information about hunting in a Virginia State Park or to make reservations go on the Web at www.dcr.virginia.gov/state_parks/hunting.shtml or call (800) 933-PARK (7275). Overnight accommodations are available at many sites during part of the hunting season; contact the Customer Service Center or visit the website for additional information and to reserve cabins or campsites. Detailed hunting opportunities are listed below.

Virginia State Parks and Natural Areas Hunting Opportunities 2019-2020 Season

LOCATION	HUNTING DATES	RESERVATION PERIOD BEGINS	NUMBER OF HUNTERS/DAY	WEAPONS ALLOWED	RESERVATION FEE	HUNTER EDUCATION REQUIRED
Belle Isle Lancaster County 804-462-5030	11/5-6	9/20	12	M	$15	✓
	12/10-11	9/20	12	M,S	$15	✓
Caledon King George County 540-663-3861	11/7	9/4	10	M	$15	✓
Claytor Lake Pulaski County 540-643-2500	1/3-4	10/3	20	M,Ss	$15	✓
Grayson Highlands Grayson County 276-579-7092	11/4-5	9/6	30	M	$15	✓
	11/18-19	9/6	30	G	$15	✓
James River Buckingham County 434-933-4355	12/9-10	9/13	15	M,S	$15	✓
Kiptopeke Northampton County 757-331-2267	12/3-5	9/11	12+	A, M, S	$15	✓
Lake Anna Spotsylvania County 540-854-5503	11/6	9/26	27	M	$15	✓
	12/4-5, 12/11-12	9/26	27	M, Ss	$15	✓
Leesylvania Prince William County 703-730-8205	12/2, 12/9	10/4	15	Ss*	$15	✓
Loudoun County Property 571-409-0030	11/18, 11/25	9/5	8	Ss	$15	✓
Natural Tunnel Scott County 276-940-2674	11/12-13	9/27	15	M	$15	✓
	1/10-11	9/27	15	M, Ss	$15	✓
Pocahontas Chesterfield County 804-796-4255	11/4-6	9/25	10+	A, M	$15	✓
	12/10-12 12/17-19	9/25	25+	A, M, S	$15	✓
Shenandoah River Warren County 540-622-6840	11/19	9/18	7	YG	$15	✓
Smith Mountain Lake Bedford County 540-297-6066	11/4-5 11/11-12	9/12	30	A, M	$15	✓
Widewater Stafford County 540-288-1400	12/5, 12/12	10/2	10	Ss*	$15	✓
York River James City County 757-566-3036	11/12-13	9/19	5, 37	A, M	$15	✓

Key:

A ..... Archery
M ..... Muzzleloading firearms
S ..... Shotgun
s ..... slugs only
G ..... General Firearms
YM .. Youth Muzzleloading firearms
YG.... Youth General Firearms
*..... special qualification required
+..... some slots allow for hunting buddy

Call the State Parks Customer Service Center at 1-800-933-PARK (7275) to participate. All hunts have special regulations. Contact the individual park or the customer service center to obtain the hunt specific rules.

All of Virginia State Parks' managed hunts will be filled by reservation, except the Cooperative Hunts listed below.

Reservation Hunts
Hunters may reserve a preferred day and at some sites, a preferred stand or zone. There is a non-refundable reservation fee of $15 per day; there may be limits to the number of reservations allowed per call. Proof of hunter education certification and required licenses must be presented at check-in. To make a reservation call the State Parks Customer Service Center at 1-800-933-PARK (7275) to participate.

Special Youth Hunts
A special youth hunt is planned for Monday, November 19 at Shenandoah River State Park (general firearms). To participate, youth ages 12–17 should follow the same process as for our other hunts. Note that youth ages 16–17 may hunt alone, youth ages 12–15 must be accompanied by a non-hunting adult (with valid hunter safety certification).

Pocahontas Archery Hunt by Permit
Pocahontas State Park offers an opportunity for archery hunters to obtain a permit for archery hunting in special designated areas. Approximately 3,000 acres are open Monday through Thursday only to archery hunters who obtain a permit through the main park office. Permits are valid from October 7 through January 2 and are limited to a total of 100 permits. All normal DGIF regulations and bag limits apply to this hunt. Proof of hunter safety education course completion is required to obtain a permit.

Special Southern Heritage Hunt
Chippokes Plantation State Park hosts a traditional hunting experience on Saturday, Dec. 7. This is an old-fashioned hunt featuring three traditional meals, a blessing of the hounds, rides to and from the hunt stands and a butchering service. Reservations may be made up to one year in advance. Fee: $350/adult or youth 16 and older; $200/child, ages 12–17, if stand is shared with a paying adult; $50 per non-hunting companion.

Cooperative Hunts

Wheelin' Sportsmen Hunt
There are three special opportunities for people with disabilities to participate in hunts. Special Muzzleloader hunts will be held at Shenandoah River State Park and at Lake Anna State Park on Tuesday, Nov. 5. A special General Firearms hunt will be held on Saturday, Nov. 23 at Staunton River State Park. Applications will be available Aug. 1, and the deadline is Sept. 30. Apply or download the application at http://vanwtf.com/wheelin.aspx. Contact Robin Clark, 434-249-6154, huntvaws@gmail.com for more info.

Mason Neck State Park
This hunt is run in conjunction with the Potomac River National Wildlife Refuge Complex. Hunt dates are Nov. 19, Dec. 3, and a bonus hunt day and youth hunt day on Dec. 10. All selected hunters must attend an orientation and show proof of weapons qualification in order to participate. There is an application and hunt fee. Applications will be accepted from Aug. 1 to Sept. 15. Lottery information and applications are available by calling the Refuge office at 703-490-4979 or online at www.fws.gov/refuge/Mason_Neck/visit/deerhunt.html.

Claytor Lake State Park Youth Deer Hunting Workshop
This workshop and hunt for youth (ages 12–17) is held in conjunction with the Department of Game & Inland Fisheries on Dec. 13-14. Workshop includes a Friday evening seminar on deer biology/management, hunting safety/ethics and muzzleloader safety, and a Saturday guided muzzleloader hunt. Participants must be accompanied by a non-hunting adult, and meet all hunter education and licensing requirements. For more information and to register contact Tracy Howard at 540-731-3639, tracy.howard@radford.va.gov.

Widewater State Park Novice Hunter Workshop
This workshop is held in cooperation with the Department of Game and Inland Fisheries on Sept. 28 and 29 while the hunt will take place on Dec. 5 and Dec. 12. This workshop for novice hunters (ages 18 and over) will consist of two classroom sessions that cover a variety of topics beyond the required hunter education course, such as hunter safety, hunting laws, deer biology and habitat, and hunting techniques. The classroom sessions will be followed by two days of shotgun hunting with an assigned mentor. Any interested novice must mail a completed application with the non-refundable processing fee of $5 by Aug. 31 to Widewater State Park, 101 Widewater State Park Rd, Stafford, VA 22554. Notifications will be sent out by Sept. 8 and upon being selected the final payment of $45 for the workshop and State Park hunting permit must be paid by Sept. 15. The final payment for the workshop can be made with the Customer Service Center at 800-933-PARK.

Hunters and Trappers

If you use a boat—remember to boat smart!

Wear Your Life Jacket

Safety Tips

- ✔ Check the weather before leaving.
- ✔ Wear a life jacket, vest or float coat.
- ✔ Anchor from the bow, never from the stern.
- ✔ Properly load your boat.
- ✔ Leave the alcohol at home.
- ✔ Stay with your boat if it should capsize.
- ✔ Guard against hypothermia.
- ✔ Remain seated and keep weight evenly distributed.

Virginia

Don't forget: Boating Safety Classes are Required

www.dgif.virginia.gov/boating/education/requirement/

2019-2020 Quota Hunts

General Information/Application

Quota hunts provide hunters opportunities to access public lands that otherwise may be closed to hunting. Hunters can participate in random drawings to hunt waterfowl, white-tailed deer, black bear, quail, rabbits and turkeys. To participate, hunters must apply pre-season and submit a non-refundable application fee. Applicants should be aware there is a risk and no guarantee that you will be selected for the hunt or hunt dates. Your application fee(s) will not be returned.

Your application fee(s) are used to process the application, conduct computer random hunter selections and post online hunter notifications. Application fees are $7.50 for each hunt.

A hunter may only apply online through the Department's website at www.gooutdoorsvirginia.com. Successful applicants can find their hunt materials online by logging into their Quota Hunts landing page.

New for the 2019-2020 Quota Hunt Season

- Radford Army Ammunition Plant Deer Hunts, Series #211, is unavailable for the 2019 season. See description under #211 Deer Hunt.
- *NEW* Mattaponi Bluffs WMA Multispecies and Spring Turkey hunts Series #308 & 413.
- *NEW* Hockley Experimental Forest Apprentice Deer and Spring Turkey hunts, Series #221 & 414
- Oakley Forest WMA and the Featherfin Multi-Species hunt are no longer managed through the Virginia Quota Hunts system. Hunting is open to the public. For details go to https://www.dgif.virginia.gov/wma/oakley-forest/.

Quota Hunts Having Early Application Deadlines:

- Princess Anne WMA Early Season Waterfowl Hunt, Series #112 — Applications must be received on or before July 31, 2019

Waterfowl

Hog Island Wildlife Management Area (WMA) - Series #101

Hunt waterfowl at Hog Island WMA in Surry County. Hunt includes morning hunt until 11:00 a.m. each Saturday during the last segments of the general duck season. Hunter check-in begins at 4:00 a.m. and ends promptly at 4:30 a.m. Stand-by drawings to replace "no show" vacancies will be held at 4:15 a.m.; individuals with a current "unsuccessful draw notification letter" will be given priority. Individuals age 16 years and older must have a valid picture ID for security. Hunting parties are provided a blind and boat. Hunters without decoys may call (757) 357-5224 in advance for decoy availability. Nine hunters will be randomly selected for each day of hunting and selected hunters may bring two guests. Limited access to the area requires hunters be transported by Department personnel to their blind location. Dogs are allowed and recommended.

- **Applications due:** September 27, 2019

Princess Anne WMA Waterfowl Hunts - Series #102

Hunt waterfowl on managed impoundments at Princess Anne WMA in Virginia Beach. Hunt includes half day hunting each Saturday during the general duck season. Four hunters will be randomly selected for each day of hunting and selected hunters may bring three guests. Hunter check-in is from 4:30-5:00 a.m. Stand-by drawings will be held to replace "no show" vacancies; individuals with a current "unsuccessful draw notification letter" will be given priority. Dogs are allowed and recommended. All hunters are required to stop hunting at 1:00 p.m. and have all decoys retrieved and be away from the impoundments by 2:00 p.m. Note: Hunters are to provide their own decoys.

- **Applications due:** September 27, 2019

Dutch Gap Conservation Area Waterfowl Hunts - Series #103

Hunt waterfowl on the Dutch Gap Conservation Area in Chesterfield County. Hunt days are Wednesday, Friday, and Saturday during the last two segments of the general duck season. Three hunters will be randomly selected for each set of hunting dates and selected hunters may bring two guests. Hunting is from floating blinds at designated blind stakes only.

- **Applications due:** September 27, 2019

Tundra Swan Permit - Series #104

Tundra Swan hunting is by permit only. Each permit holder will be authorized to take one tundra swan. The hunt area is limited to east of U.S. Route I-95 and south of Chopawamsic Creek on the Prince William / Stafford County line.

- **Applications due:** September 27, 2019

Lake Orange Waterfowl Hunts - Series #105

Hunt waterfowl on Lake Orange, in Orange County. Hunt days are Wednesdays and Saturdays during the last two segments of the general duck season. One hunter will be randomly selected for each hunt date and selected hunters may bring two guests. Hunting will only be allowed on a designated section(s) of Lake Orange. Only floating blinds, anchored within 50 feet of shore, or portable blinds along the designated shoreline will be allowed.

- **Applications due:** September 27, 2019

Dick Cross WMA Waterfowl Hunts - Series #106

Hunt waterfowl on designated impoundments at Dick Cross WMA in Mecklenburg County. Hunt days are every Wednesday during the last two segments of the general duck season. Two hunters will be randomly selected for each hunt date and selected hunters may bring two guests. Hunts begin one half hour before sunrise and end at 3:00 p.m.. Hunters must provide decoys. Dogs are allowed. There are no boat landings or direct vehicular access provided. Small boats or canoes may be used but must be transported on foot.

- **Applications due:** September 27, 2019

Princess Anne WMA Floating Blind Stake Waterfowl Hunts - Series #107

Hunt waterfowl for half days on the waters of Back Bay and the North Landing River in the City of Virginia Beach on Monday, Wednesday, and Saturday during the last two segments of the general duck season. There are 55 floating blind stakes available for hunting. Drawing order will be randomly selected for each hunt day prior to the hunting season. Each hunt day, hunters present will select their blind in the order assigned by the preseason drawing. Drawings start promptly at 5:00 a.m. Hunters who are late or without a draw number can participate in a standby drawing starting after the quota drawing. Limited water access to the area requires that all hunting parties have a boat/ float blind and float blind license. All hunters are required to stop hunting at 1:00 p.m. and have all decoys retrieved and be away from the blind stakes by 2:00 p.m. It is recommended that each hunting party visit the hunting area prior to the season to locate boat access, blind stakes, and scout the area in general. You must be familiar with the area to locate the blind stakes before shooting time! See Princess Anne WMA page for maps at www.virginia.gov/wma/princess-anne.

- **Applications due:** September 27, 2019

Plum Tree National Wildlife Refuge Waterfowl Hunts - Series #108

Hunt waterfowl for full days on the Cow Island Unit of Plum Tree Island National Wildlife Refuge in the City of Poquoson. Hunting is available on Wednesday, Saturday, and some holidays from licensed blind locations. Hunters select preferred dates for two-day hunt packages during the last two segments of the general duck season and each selected hunter may bring two guests. Hunters must provide their own decoys, hunting gear, and boat access to the refuge. Use of retrieval dogs is permitted and encouraged. The nearest boat launch access to the hunting area is from the Rens Road Public Boat Ramp in Poquoson or from Owens Marina (launching fee collected on-site).

- **Applications due:** September 27, 2019
- **More information:** USFWS or (804) 829-9020.

Princess Anne WMA Early Season Waterfowl Hunt #112

Hunt September Canada geese/teal (during the September teal season) and waterfowl (during the October waterfowl season) on the Princess Anne WMA and North Landing River in Virginia Beach. Resident goose season prior to the teal season is open on a first-come, first-served basis. Quota hunting begins with the opening of teal season. There are 55 floating blind stakes available for hunting. Drawing order will be randomly selected for each hunt day prior to the hunting season. Each hunt day, hunters present will select their blind in the order assigned by the preseason drawing. Drawings start promptly at 5:00 a.m. Hunters who are late or without a draw number can participate in a standby drawing starting after the quota drawing. Limited water access to the area requires that all hunting parties have a boat/ float blind and float blind license. All hunters are required to stop hunting at 1:00 p.m. and have all decoys retrieved and be away from the blind stakes by 2:00 p.m. It is recommended that each hunting party visit the hunting area prior to the season to locate boat access, blind stakes, and scout the area in general. You must be familiar with the area to locate the blind stakes before shooting time!

- **Applications due:** July 31, 2019

Game Farm Marsh (WMA) #113

Hunting at Game Farm Marsh WMA in New Kent County is by Quota Hunt drawing on the first two dates of the October segment and the opening day of the November and December segments. Seven parties will be randomly selected to hunt the area on these days. Each successful applicant will be allowed two guests and must check-in with Department staff at Eagles Landing by 5:00 a.m. Stand-by drawings to replace "no show" vacancies will be held at 5:15 a.m.; individuals with a current "unsuccessful draw notification letter" will be given priority. Hunt locations will be on a first-come, first-served basis and hunting parties are asked to maintain a respectful distance from each other. A limited number of DGIF-licensed stationary blinds are available on the area. Hunters may use these blinds if desired, but are not required to hunt from the blinds. Hunters may also hunt from floating blinds or while standing on Game Farm Marsh property. Hunting out of floating blinds is not permitted within 500 yards of any privately licensed stationary blinds. Hunters may not occupy the area before 5:00 a.m. and must vacate the area by 1:00 p.m. No other equipment is provided. You will need a boat to access the WMA. Dogs are allowed and recommended.

- **Applications due:** August 30, 2019

For the remainder of the October, November, and December/January segments of the duck season, Game Farm Marsh WMA is open for hunting on Mondays, Wednesdays and Saturdays, with no restrictions on the number of hunters. Hunters may not occupy the area before 5:00 a.m. and must vacate the area by 1:00 p.m.

Deer

Hog Island WMA Archery Deer Hunts - Series #201

Hunt for white-tailed deer on the Hog Island WMA in Surry County during the early archery deer season. Seven hunters will be randomly selected for each set of hunt days and selected hunters may bring one guest. Hunters must be present for a 4:45 a.m. pre-hunt briefing on first hunt day of assigned period. Stand-by drawings will be held to fill "no-show" vacancies at 5:00 a.m. on first day of each hunt period. Individuals age 16 years and older must have a valid picture ID for security. Pre-application scouting is highly recommended.

- **Applications due:** August 30, 2019

Hog Island WMA Deer Shotgun and Muzzleloader Hunts - Series #202

Shotgun, archery, or muzzleloader hunting for white-tailed deer on the Hog Island WMA in Surry County. Seven hunters will be randomly selected for each set of hunt days and selected hunters may bring one guest. Hunters must be present for a 4:45 a.m. pre-hunt briefing on first hunt day of assigned period. Stand-by drawings will be held to fill "no-show" vacancies at 5:00 a.m. on first day of each hunt period. Individuals age 16 years and older must have a valid picture ID for security. Pre-application scouting is highly recommended.

- **Applications due:** August 30, 2019

The Nature Conservancy, North Landing River - Series #203

Hunt deer on a 2300-acre tract on the North Landing River in Virginia Beach during the entire deer season. Please note: this tract is accessible only by boat and is composed of very dense wetland habitat. Hunters must provide their own boat for access. There is no high-ground access for foot travel, and hunters are highly recommended to provide their own map/GPS equipment to navigate interior travel. Fifty hunters will be selected to hunt this property and selected hunters may bring one guest. Successful applicants must return a signed waiver prior to the season. Failure to submit a waiver will result in revocation of hunting privileges.

- **Applications due:** August 30, 2019

Mockhorn Island WMA Deer Hunts - Series #204

Hunt for white-tailed deer on the GATR Tract of Mockhorn Island WMA in Northampton County during the muzzleloading deer season. The 365-acre GATR Tract is the mainland portion of Mockhorn Island WMA on the Eastern Shore. This tract is accessible by vehicle. Two hunters will be randomly selected for each set of hunt dates and selected hunters may bring one guest.

- **Applications due:** August 30, 2019

Presquile National Wildlife Refuge - Series #209

Firearms hunting for white-tailed deer on the Presquile National Wildlife Refuge in Chesterfield County. Presquile is an island in the James River near Hopewell, Virginia. Hunters must provide their own boat access and hunting gear to the island. The nearest boat launch access to the refuge is from Deep Bottom public boat ramp (Henrico County) or Hopewell Marina (launch fee collected on site), City of Hopewell. Please note: For successful applicants a $20 hunt permit fee is charged to cover both the applicant and one guest.

- **Applications due:** August 30, 2019
- **More information:** USFWS or (804) 829-9020.

James River National Wildlife Refuge - Series #210

Archery hunting for white-tailed deer on the James River National Wildlife Refuge in Prince George County. Please note: For successful applicants (and guest,) there will be an additional hunt fee of $50/season per hunter.

- **Applications due:** August 30, 2019
- **More information:** USFWS or (804) 829-9020.

Radford Army Ammunition Plant Deer Hunts - Series #211

Due to a change in Department of the Army policy, Radford Army Ammunition Plant leadership has informed the DGIF that the 2019 Public Deer Hunt held at the New River Unit in Dublin, VA is cancelled. This action was taken to allow the Army ample time to complete requirements associated with the policy change, evaluate the public deer hunt in light of the policy change, and work with the DGIF to ensure that any future hunts can be carried out in a manner that complies with these policy changes.

Because of the change, the DGIF will not be accepting applications for the Radford Hunt in 2019. Hunters who have previously applied for the Radford Hunt will retain their application points. For more information, please visit https://www.dgif.virginia.gov/hunting/quota-hunts/raap-faq/

Lone Star Lakes Park - Series #212 (Hunters Choice)

Hunt for white-tailed deer within Suffolk's Lone Star Lakes Park in October. Eight hunters will be randomly selected for the hunt dates and selected hunters may bring one guest. Hunters

must be present for a 5:00 a.m. pre-hunt briefing on the first hunt day of assigned period. Please note: For successful applicants there will be an additional hunt fee of $25.00 due on the day of the hunt for the City of Suffolk. Please make all checks payable to Ronald H. Williams, Treasurer. Stand-by drawings for no-show slots will be held prior to the pre-hunt briefing on a walk-in basis only. Hunters may use shotgun, muzzleloader, or archery equipment.

- **Applications due:** August 30, 2019

Lone Star Lakes Park - Series #213 (Hunters Choice)

Hunt for white-tailed deer within Suffolk's Lone Star Lakes Park. Eight hunters will be randomly selected for hunt dates and selected hunters may bring one guest. Hunters must be present for a 5:00 a.m. pre-hunt briefing on the first day of assigned period. Please note: For successful applicants there will be an additional hunt fee of $25.00 due on the day of the hunt for the City of Suffolk. Please make checks payable to Ronald H. Williams, Treasurer. Stand-by drawings for no-shows slots will be held prior to the pre-hunt briefing on a walk-in basis only. Hunters may use shotgun, muzzleloader or archery equipment.

- **Applications due:** August 30, 2019

Lone Star Lakes Park - Series #214 (Muzzleloader/Archery)

Hunting for white-tailed deer within Suffolk's Lone Star Lakes Park. Eight hunters will be randomly selected for hunt dates and selected hunters may bring one guest. Hunters must be present for a 5:00 a.m. pre-hunt briefing on the first day of assigned period. Please note: For successful applicants there will be an additional hunt fee of $25.00 due on the day of the hunt for the City of Suffolk. Please make checks payable to Ronald H. Williams, Treasurer. Stand-by drawings for no-shows slots will be held prior to the pre-hunt briefing on a walk-in basis only. Hunters may only use muzzleloader or archery equipment.

- **Applications due:** August 30, 2019

Doe Creek WMA Archery or Muzzleloader Deer Hunts - Series #217

Muzzleloader or archery hunt for white-tailed deer and turkey when in season on designated lands of the Doe Creek WMA and Mink Farm Tract in Accomack County. Five hunters will be randomly selected for each set of hunt dates and selected hunters may bring one guest. An official permit slip to access.

- Following muzzleloader quota hunts, the Mink Farm Tract is open without quota restriction to archery deer hunting; the Doe Creek tract is closed through the duck season.
- **Applications due:** August 30, 2019

Youth Hunter - York River Archery/ Crossbow Hunt - Series #218

This archery and crossbow hunt allows hunters to hunt for 7 days on designated lands at the York River State Park in James City County. Ten hunters will be randomly selected. All successful adult applicants must bring one Licensed YOUTH Hunter (age 12–15) as their guest to hunt. YOUTH HUNTERS ARE ALSO WELCOME TO APPLY but must bring a Licensed Adult Hunter as a guest.

- **Hunt time:** Gates open 1 hour before sunrise till 1 hour after sunset
- **All Applications due:** September 27, 2019

Apprentice Hunter -New Kent Forestry Center Archery/Muzzleloader/ Firearms Deer Hunt - Series #219

This hunt allows hunters to hunt for 7 days on designated lands at the New Kent Forestry Center in New Kent County. Twenty-five hunters will be randomly selected. All successful applicants must bring one Licensed APPRENTICE Hunter as their guest to hunt. APPRENTICE HUNTERS ARE ALSO WELCOME TO APPLY but must bring a Licensed Hunter as a guest.

- **Hunt time:** Gates open 1 hour before sunrise till 1 hour after sunset
- **All Applications due:** September 27, 2019

NEW Chickahominy WMA Firearm Season Antlerless Deer Tag – Series #220

Firearm deer season on the Chickahominy WMA in Charles City County is limited to antlered deer only. This quota drawing allows 30 hunters to receive 1 antlerless deer tag good for the entire firearm season on Chickahominy WMA.

- **Hunt dates:** General Firearms Deer Season, No Deer Hunting on Sundays)
- **Applications due:** September 27, 2019

NEW Hockley Experimental Forest Apprentice Hunter Deer Hunt – Series #221

This hunt allows apprentice and mentor hunters to hunt deer (Archery, Muzzleloader, Firearm) on Saturdays and Federal Holidays at the Hockley Experimental Forest in King and Queen County. All successful applicants must bring one Licensed APPRENTICE Hunter as their guest to hunt. APPRENTICE HUNTERS ARE ALSO WELCOME TO APPLY but must bring a Licensed Hunter as a guest mentor.

- **Selected:** 6 Selected for Deer Season days
- **Applications due:** August 30, 2019

Multi-Species WMA Hunts

Merrimac Farm WMA - Series #303

Hunt any game species in season (except quail) on Merrimac Farm WMA in Prince William County. One hunter will be randomly selected for each hunt day and selected hunters may bring up to two guests. When hunting deer with a muzzleloader or shotgun, hunters must use an elevated stand. Two handicapped accessible blinds are located on the WMA and are available for disabled hunter use. Dogs may be used to find and retrieve game, except that dogs may not be used to pursue deer. On Youth/Apprentice Hunting Day, adults are not permitted to carry firearms and must accompany a youth or apprentice hunter if hunting deer. All youth/apprentice hunting regulations apply for this day. Hunter quota restrictions do not apply on open hunting season dates outside the Quota Hunt period.

- **Applications due:** August 30, 2019

Adams Daniel Farm #304

Hunt any game species in season on the Adams Daniel Farm in Pittsylvania County. This property is owned by the Wildlife Foundation of Virginia. One hunter will be randomly selected for each set of hunt days and selected hunters may bring up to one licensed guest. Dogs may be used to find and retrieve game, except that dogs may not be used to pursue deer, turkey or bear. Selected applicants will be issued a hunting pass which must be carried and a windshield pass which must be displayed. On Youth/Apprentice Hunting Days, adults are not permitted to carry firearms and must accompany a youth or apprentice hunter. All youth/apprentice hunting regulations apply for these days.

- **Applications due:** August 30, 2019

NEW Mattaponi Bluffs WMA - Series #308

Hunt any game species in season on the Mattaponi Bluffs WMA in Caroline County. One hunter will be randomly selected for each set of hunt days and each successful applicant will be allowed one guest. Applicants who do not receive their preferred hunt dates will be assigned random hunt dates. Hunter quota restrictions do not apply on open hunting season dates outside the quota hunt season.

- **Applications due:** August 30, 2019

Spring Turkey Hunts

Featherfin WMA - Series #401

Hunt spring gobblers on the Featherfin WMA in Appomattox, Buckingham, and Prince Edward counties. Six hunters will be randomly selected for each set of hunt days and selected hunters may bring one guest. Hunter quota restrictions are not in effect on the Youth/Apprentice Hunt Day and for the last two weeks of the season.

- **Applications due:** September 27, 2019

Amelia WMA - Series #402

Hunt spring gobblers on the Amelia WMA in Amelia County. Three hunters will be randomly

selected for each set of hunt days and selected hunters may bring one guest. Hunter quota restrictions are not in effect on the Youth/Apprentice Hunting Day (April 6, 2019) and the last two weeks of the turkey season.

- **Applications due:** September 27, 2019

Mockhorn Island WMA Spring Turkey Hunts - Series #403

Hunt spring gobblers on the GATR Tract of Mockhorn Island WMA, Northampton County. The GATR Tract is the mainland part of Mockhorn Island WMA on the Eastern Shore. One hunter will be randomly selected for each hunting segment and selected hunters may bring two guests. On Youth/Apprentice Day, adults are not permitted to carry firearms and must chaperone oneyouth 15 years of age or younger or an apprentice hunter. Hunter quota restrictions are not in effect for the May segment of the season.

- **Applications due:** September 27, 2019

Merrimac Farm WMA - Series #404

Hunt spring gobblers on Merrimac Farm WMA in Prince William County. One hunter will be randomly selected for each hunt segment and selected hunters may bring one guest. Each hunter may harvest no more than one turkey for the entire spring season on Merrimac Farm WMA. On Youth/Apprentice Hunting Day, adults are not permitted to carry firearms and must chaperone one youth 15 years of age or younger or an apprentice hunter. Hunting is on Saturdays, Mondays, and Thursdays only.

- **Applications due:** September 27, 2019

Doe Creek WMA Spring Turkey Hunts - Series #405

Hunt spring gobblers on the Doe Creek WMA and Mink Farm Tract in Accomack County. These lands are on the bayside of the Eastern Shore. Three hunters will be randomly selected for each hunt segment and selected hunters may bring two guests. A permit to access Mink Farm Tract will be included in the packet and must be signed and carried. Guests must hunt with the applicant. On Youth/Apprentice Hunting Day, adults are not permitted to carry firearms and must chaperone one youth 15 years of age or younger or an apprentice hunter. Hunter quota restrictions are not in effect during May.

- **Applications due:** September 27, 2019

Apprentice Hunter- New Kent Forestry Center Spring Turkey - Series #408

This is a 1 day opportunity to take and mentor an APPRENTICE Hunter, on a Spring Turkey Hunt on designated lands at New Kent Forestry Center. All successful applicants must bring one Licensed APPRENTICE Hunter as their guest to hunt. APPRENTICE HUNTERS ARE ALSO WELCOME TO APPLY but must bring a Licensed Hunter as a guest.

- **Hunt time:** 1 Hour before sunrise to noon
- **Selected:** 4 Selected on date, 1 guest allowed, 1 must be Apprentice Licensed
- **Applications due:** September 27, 2019

Ware Creek WMA – Spring Turkey – Series # 409

Hunt spring gobblers on the Ware Creek WMA in New Kent County. Five hunters will be randomly selected for each hunt segment and selected hunters may bring two guests. Guests must hunt with the applicant. Successfully drawn hunters must have their award notification with them during the hunt period. On Youth/Apprentice Hunting Day only youth and apprentice licensed hunters may carry a weapon and must be accompanied by a licensed adult 18 years of age or older. Hunter quota restrictions are not in effect during May.

- **Applications due:** September 27, 2019

Adams Daniel Farm – Spring Turkey – Series #410

Hunt spring gobblers on the Adams Daniel Farm in Pittsylvania County. One hunter will be randomly selected for each set of hunt days and selected hunters may bring one licensed guest. Each hunter may harvest only one turkey on Adams Daniel Farm during the spring season. On Youth/Apprentice Hunting Weekend, adults are not permitted to carry firearms and must chaperone one youth 15 years of age or younger or an apprentice hunter. Selected applicants will be issued a hunting pass which must be carried and a windshield pass which must be displayed.

- **Applications due:** September 27, 2019

NEW Mattaponi Bluffs WMA - Series #413

Hunt spring gobblers on Mattaponi Bluffs WMA in Caroline County. One hunter will be randomly selected for each hunt segment and each successful applicant may bring one guest. On Youth/ Apprentice Hunting Day, adults are not permitted to carry firearms and must chaperone one youth 15 years of age or younger or an apprentice hunter.

- **Applications due:** September 27, 2019

NEW Hockley Experimental Forest Apprentice Hunter Spring Turkey– Series #414

This hunt allows apprentice and mentor hunters to hunt turkey during the spring season on Saturdays and Federal Holidays at the Hockley Experimental Forest in King and Queen County. All successful applicants must bring one Licensed APPRENTICE Hunter as their guest to hunt. APPRENTICE HUNTERS ARE ALSO WELCOME TO APPLY but must bring a Licensed Hunter as a guest mentor.

Selected: 6 Selected for Deer Season days, 1 selected for Spring Turkey Season days

- **All Applications due:** September 27, 2019

Small Game

New Kent Forestry Center Rabbit Hunts - Series #602

Hunt rabbits on designated lands at the New Kent Forestry Center in Providence Forge. Dogs are encouraged. One hunter will be randomly selected for the hunt day and selected hunter may bring four licensed guests.

- **Hunt time:** Sunrise-Sunset
- **Applications due:** September 27, 2019

New Kent Forestry Quail Hunt - Series #603

Hunt quail on designated lands at the Department of Forestry Center in Providence Forge. Dogs are encouraged. One hunter will be randomly selected for the hunt day and selected hunter may bring two guests.

- **Hunt time:** Sunrise-Sunset
- **Applications due:** September 27, 2019

Apprentice Hunter - New Kent Forestry Center Rabbit Hunts #606

Take this opportunity to hunt designated and managed lands for rabbits and mentor an APPRENTICE Licensed Hunter at New Kent Forestry Center in Providence Forge. Dogs are encouraged. One hunter will be randomly selected for the hunt day and selected hunter may bring four guests. At least one guest must be an Apprentice Hunting Licensed hunter. APPRENTICE HUNTERS ARE ALSO WELCOME TO APPLY but must bring a Licensed Adult Hunter as a guest.

- **Hunt time:** Sunrise to sunset
- **Applications due:** September 27, 2019

Apprentice Hunter - New Kent Forestry Center Quail Hunt #607

Take this opportunity to hunt designated and managed lands for quail and mentor an APPRENTICE Licensed Hunter at New Kent Forestry Center in Providence Forge, New Kent County. Dogs are encouraged. One hunter will be randomly selected for the hunt day and selected hunter may bring two guests. One guest must be an Apprentice Hunting Licensed hunter. APPRENTICE HUNTERS ARE ALSO WELCOME TO APPLY but must bring a Licensed Adult Hunter as a guest.

- **Hunt time:** Sunrise to sunset
- **Applications due:** September 27, 2019

The Department of Game and Inland Fisheries reserves the right to manage hunter access and hunter use on Department-owned and controlled lands as deemed appropriate.

2019-2020 Managed Hunts & Workshops

Managed Hunts are generally by on-site random drawings or by application through the local Resource Office. Hunting opportunities are provided on various Department Wildlife Management Areas and National Wildlife Refuges.

Managed Waterfowl Hunts

Hog Island WMA September Waterfowl Hunts

Hunt resident Canada geese and teal when in season on the first, third and fourth Wednesdays in September until 11:00 a.m. on Hog Island WMA in Surry County. A total of 10 parties of no more than 3 hunters per party will be selected each morning of the hunt. There are no blinds or decoys provided for these hunts. Hunters should call in advance to determine field hunting conditions (crops in/out of the fields). Phone number: (757) 357-5224. Dogs are allowed and recommended.

- Drawing begins promptly at 4:15 a.m.

Hog Island - Youth October Waterfowl Day

The Department in cooperation with The Wildlife Foundation of Virginia will host a youth waterfowl hunting day for 20 youths on youth waterfowl hunting day. Only youth may hunt and carry a firearm. The hunt is restricted to youths (15 years of age and under) and each youth must be accompanied by a licensed adult. All youth hunters must register for this event and registration will be first come, first served. To register, contact the Hog Island WMA between September 13-20, 2019, at (757) 357-5224. There are no blinds or decoys provided for these hunts. Dogs are allowed and recommended.

- Hunters to arrive by 4:30 a.m.

Hog Island-Youth February Waterfowl Day

This is an opportunity for nine youths to hunt waterfowl on the Hog Island WMA in Surry County on the February Youth Waterfowl Hunt Day. Only youths may hunt and carry a firearm. The hunt is restricted to youths (15 years of age and under) and each youth must be accompanied by a licensed adult. All youth hunters must register for this event and registration will be first come, first served. To register, contact the Hog Island WMA between January 3-17, 2020, at (757) 357-5224. Dogs are allowed and recommended.

- Hunters to arrive by 4:30 a.m.

Princess Anne WMA Impoundments September Canada Goose/Teal Hunts

This is an opportunity to hunt September Canada geese/teal on the Princess Anne WMA in Virginia Beach. The area's impoundment system will be open on a first-come, first-served basis for half-day hunting on Saturdays. All hunters are required to stop hunting at 1:00 p.m. and have all decoys retrieved and be away from the impoundments by 2:00 p.m. Hunters are required to park in the designated parking areas off Munden Road. There are no blinds or decoys provided for these hunts.

- Hunters may not occupy area before 5:00 a.m.

Princess Anne WMA Light Goose Conservation Order Season (Snow and Ross' Geese)

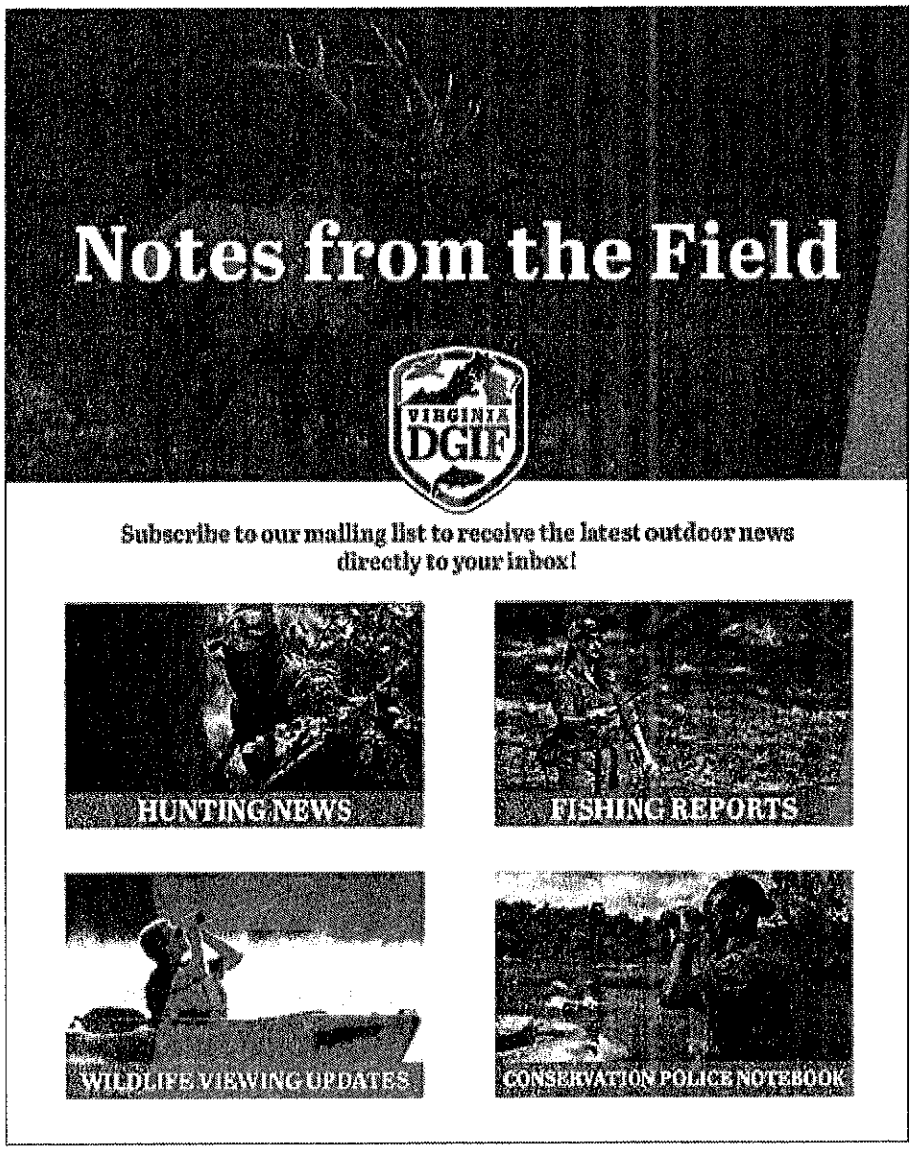
This is an opportunity for float blind hunters to hunt snow geese (light geese) at the Princess Anne WMA after the general duck season. The Princess Anne blind stakes and impoundments at Back Bay are available for snow goose hunting after the general duck season. These hunts will be on a first-come, first-served basis. Daily hunting times will be one-half hour before sunrise to sunset. The impoundments are open for late snow goose hunting on Wednesdays, Saturdays and state holidays. The blind stakes may be hunted Mondays–Saturdays.

- **Conservation Order Season:** No Sunday hunting.

Princess Anne WMA - Youth Waterfowl Days

Float blind stakes and the impoundments will be open on a first-come, first-served basis to youth 15 years or younger when accompanied by an adult on youth waterfowl hunting days. Only youth may hunt and carry a firearm. Youth hunters must be accompanied by a licensed adult. There are no blinds or decoys provided for these hunts.

- **Hunt days:** October and February Youth Waterfowl Hunt Days
- Hunters may not occupy area before 5:00 a.m.



Managed Deer Hunts

Great Dismal Swamp National Wildlife Refuge Managed Deer - Series #701

Public deer hunting by shotgun and bow on Great Dismal Swamp National Wildlife Refuge, in designated areas. Either-sex deer may be taken all season. Hunting conditions could be considered "rigorous." First time hunters are encouraged to visit the Refuge and attend scouting day to familiarize themselves with hunting conditions. During the hunt, some areas may close early or be closed completely due to weather, road conditions, or emergency operations. There is a refuge fee of $15.00. For more information and details on how to stay updated during the hunt, please visit the Great Dismal Swamp NWR website. Hunters must purchase a Refuge Deer Hunting Permit by going to the GoOutdoors Virginia license website.

- **Scouting date:** September 28, 2019

Princess Anne WMA October Archery

Archery hunt for deer on the Whitehurst and Beasley tracts of Princess Anne WMA in Virginia Beach. Hunters must stay within the wooded areas, or along wooded edges while hunting. No hunting in the impoundments. Hunters are required to park in the designated parking areas off Munden Road, and scouting is allowed on Sundays.

- **Hunt days:** Mondays–Saturdays
- Hunters may not occupy area before 5:00 a.m.

C. F. Phelps WMA Deer Hunt for the Disabled

This is an opportunity for disabled hunters, disabled defined as mobility impaired due to a permanent physical condition, to hunt deer on the Hogue Tract of C.F. Phelps WMA in Fauquier County with archery tackle, muzzleloader, or firearms.. Two hunters will be chosen by random drawing to hunt each day during the archery, muzzleloader, and general firearms deer seasons. Each successful applicant may be accompanied by one companion, who may hunt if properly licensed. Applications for this managed hunt must include the name, address, telephone number(s) (home, cell, and/or business), e-mail address, hunting license number, vehicle description and vehicle license number of the disabled hunter and companion hunter/helper, and 2 preferred hunting dates for each season they want to hunt. Please indicate which blinds you want to hunt for each of your preferred hunting dates (there are only two choices, blinds 1 & 2 or blinds 3 & 4). Mail the application to: Virginia Department of Game and Inland Fisheries, ATTN: Hogue Tract Hunt, 1320 Belman Road, Fredericksburg, VA 22401. Applications must be received by the close of business on September 6, 2019.

- **Hunting days:** Mondays, Wednesdays, Saturdays, and State Holidays

Banshee Reeks Nature Preserve Deer Hunt

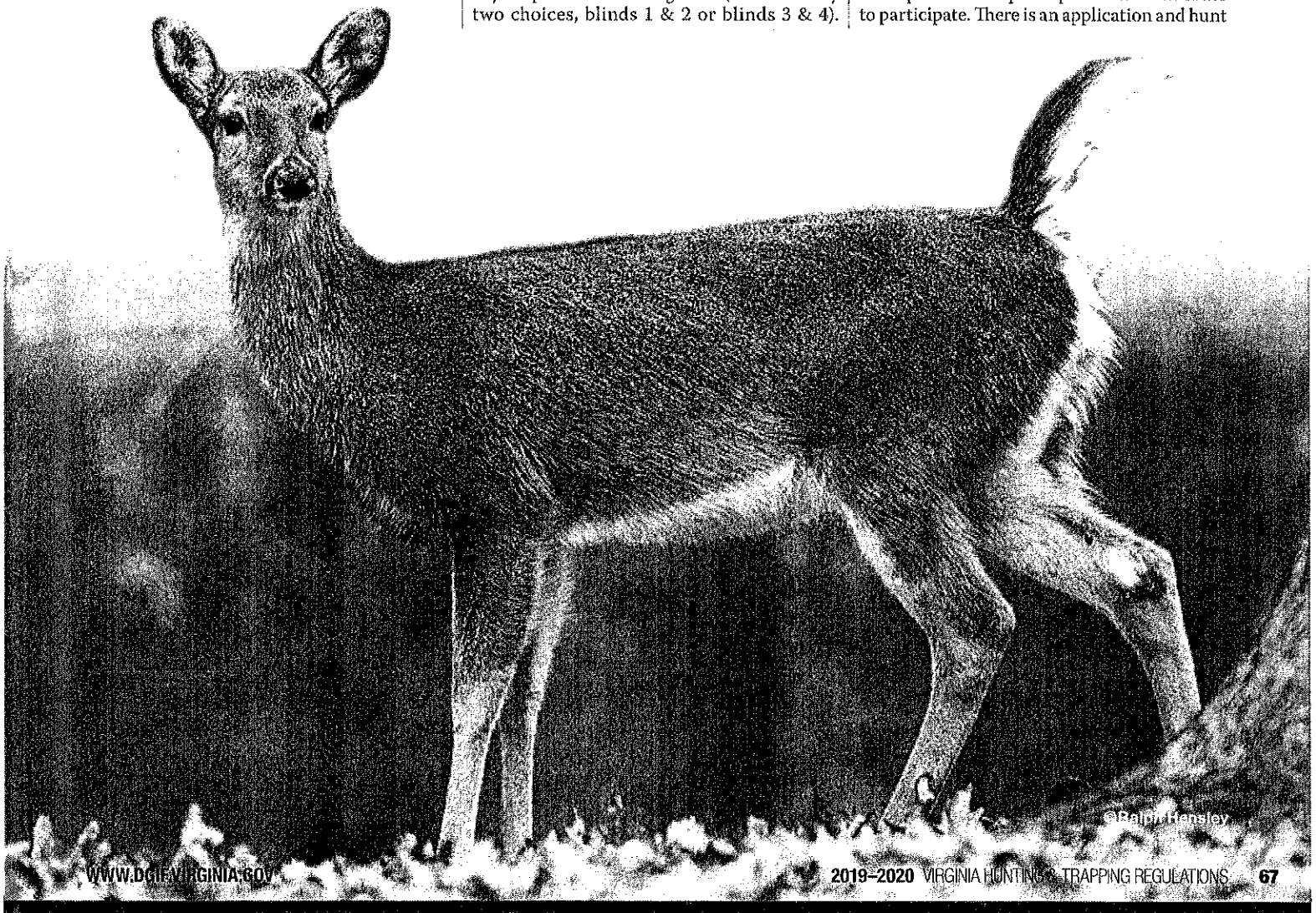
This is an opportunity to hunt deer on Banshee Reeks Nature Preserve in Loudoun County. For more information go to www.loudoun.gov/webtrac or call 703-777-0343.

Occoquan Bay National Wildlife Refuge Deer Hunt

Selected hunters must attend an orientation and show proof of weapons qualification in order to participate. There is an application and hunt fee. Lottery information and applications are available by calling the Refuge office at 703-490-4979 or online at http://www.fws.gov/refuge/Occoquan_Bay/Visit/DeerHunt.html.

Mason Neck National Wildlife Refuge and State Park Deer Hunt

Selected hunters must attend an orientation and show proof of weapons qualification in order to participate. There is an application and hunt



fee. Lottery information and applications are available by calling the Refuge office at 703-490-4979 or online at www.fws.gov/refuge/Mason_Neck/Visit/deerhunt.html.

Bear

Great Dismal Swamp National Wildlife Refuge - Series #501

Shotgun hunting (slugs only) for black bears on Great Dismal Swamp National Wildlife Refuge, in designated areas of the Virginia portion of the refuge. A total of 100 hunters will be selected to hunt on a first come, first served basis. Hunters must purchase a purchase a Refuge Bear Hunt Permit from the Go Outdoors Virginia License website. Hunting conditions could be considered "rigorous." First time hunters are encouraged to visit the Refuge and attend scouting day to familiarize themselves with hunting conditions. There is a refuge fee of $25 per hunter. For more information about the bear hunt program, visit the Great Dismal Swamp NWR website.

- **Scouting date:** October 31 (also a deer hunt permit can be purchased for additional scouting access to hunt areas prior to the scouting day; see deer hunt # 701)

Novice Deer Hunter Workshops

The Virginia Department Game & Inland Fisheries has partnered with Loudoun County and Virginia State Parks to sponsor two novice deer hunter workshop and hunts. One will take place at Banshee Reeks Nature Preserve in Loudoun County on October 19-20 with hunt days on December 6, 13, and 20. The other will be at Widewater State Park in Stafford County on September 28-29 with hunt days on December 5 and 12.

These workshops are to educate novice hunters beyond the state required hunter education course and to prepare them for real field experiences. These workshops for novice hunters 18 and over will consist of two days of classroom sessions that cover hunter safety, deer habitat, and hunting technique. Classroom sessions will be followed by hunting days of shotgun hunting (archery hunting also available at Banshee Reeks only) with an assigned mentor.

Banshee Reeks Workshop

Persons interested for the Banshee Reeks workshop must register for the lottery through Loudoun County Department of Parks, Recreation & Community Services (PRCS).

The lottery registration fee is $15 per chance. A $60 fee is required if selected in the lottery.

Online registration begins, August 1 and runs through 12:00 a.m. (midnight), August 31, 2019. In-person lottery registration will also be available Monday through Friday from 8:30 a.m. until 5:00 p.m. at the PRCS Administrative Office, 20145 Ashbrook Place, Ashburn, VA 20147. For additional registration assistance, call 703-777-0343.

Widewater State Park

Persons interested in the Widewater State Park workshop should see page 61. For any additional information contact Widewater State Park, 101 Widewater State Park Rd., Stafford, VA 22554; Phone: 540-288-1400; Email: widewater@dcr.virginia.gov.

The Department of Game and Inland Fisheries reserves the right to manage hunter access and hunter use on Department-owned and controlled lands as deemed appropriate.

This program received Federal financial assistance in Sport Fish and/or Wildlife Restoration. Under Title VI of the 1964 Civil Rights Act, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, age, sex, or disability. If you believe that you have been discriminated against in any program, activity or facility as described above, or if you desire further information, please write to the Office for Human Resources, U.S. Fish and Wildlife Service, 4040 N. Fairfax Drive, Room 300, Arlington, VA 22203.

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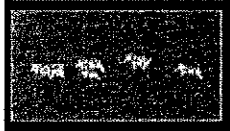

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SHOOTERS & HUNTERS: HELP PREVENT WILDFIRES.

The target shooting and hunting community prides itself on being safe and responsible with firearms in all situations—from using them outdoors to storing them safely at home. Sometimes, however, unusual conditions such as extremely dry environments require an extra level of awareness and safety on the part of shooters.

Wildfires have many possible causes. The National Shooting Sports Foundation, the trade association for the firearms and ammunition industry, reminds all shooters that during dry and hot weather conditions their use of certain ammunition and targets could accidentally ignite a wildfire. NSSF reminds all target shooters and hunters, as well as other outdoor enthusiasts, to consider the potential consequences of their activities in fire-prone environments.

- **Make it a point to know the regulations and rules related to shooting in areas experiencing dry and hot conditions, whether on public or private land or at shooting ranges. Many national forests, for example, do not allow recreational shooting when fire restrictions are in effect.**
- **Consider the type of ammunition and targets you are using. Minimize the risk of fires by not using steel-jacketed ammunition, ammunition with steel-core components, tracer rounds or exploding targets in fire-prone areas.**
- **Remember that equipment, such as cars and ATVs, can have extremely hot exhaust systems that could ignite dry vegetation, so park only in designated areas.**
- **Extinguish and dispose of smoking materials safely.**
- **Follow guidelines to extinguish campfires.**
- **Warn others of potential dangers and behaviors for starting wildfires.**
- **Report any wildfire you see to authorities.**
- **Spread this message to other target shooters, hunters and outdoor enthusiasts.**

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Sunrise and Sunset Timetable – Richmond, Virginia

Times below are Eastern Standard Time and reflect Daylight Saving Time when in use.

	JULY 2019		AUG. 2019		SEPT. 2019		OCT. 2019		NOV. 2019		DEC. 2019		JAN. 2020		FEB. 2020		MAR. 2020		APR. 2020		MAY 2020		JUNE 2020	
DAY	RISE (AM)	SET (PM)	RISE (AM)	SET (PM)	RISE (AM)	SET (PM)	RISE (AM)	SET (PM)	RISE (AM)	SET (PM)	RISE (AM)	SET (PM)	RISE (AM)	SET (PM)	RISE (AM)	SET (PM)	RISE (AM)	SET (PM)	RISE (AM)	SET (PM)	RISE (AM)	SET (PM)	RISE (AM)	SET (PM)
1	5:52	8:35	6:14	8:18	6:40	7:39	7:05	6:53	7:35	6:12	7:06	4:52	7:25	5:02	7:14	5:33	6:40	6:04	6:55	7:33	6:14	8:00	5:50	8:26
2	5:53	8:35	6:15	8:17	6:41	7:38	7:06	6:52	7:36	6:11	7:07	4:52	7:25	5:03	7:13	5:35	6:39	6:05	6:53	7:34	6:13	8:01	5:50	8:26
3	5:53	8:35	6:15	8:16	6:42	7:36	7:07	6:50	6:37	5:10	7:07	4:52	7:25	5:04	7:12	5:36	6:38	6:06	6:52	7:35	6:12	8:02	5:50	8:27
4	5:54	8:35	6:16	8:15	6:42	7:35	7:08	6:49	6:38	5:09	7:08	4:51	7:25	5:05	7:11	5:37	6:36	6:07	6:50	7:36	6:11	8:03	5:49	8:28
5	5:54	8:34	6:17	8:14	6:43	7:33	7:09	6:47	6:39	5:08	7:09	4:51	7:25	5:05	7:10	5:38	6:35	6:08	6:49	7:37	6:10	8:04	5:49	8:28
6	5:55	8:34	6:18	8:13	6:44	7:32	7:10	6:46	6:40	5:07	7:10	4:51	7:25	5:06	7:09	5:39	6:33	6:09	6:47	7:38	6:09	8:05	5:49	8:29
7	5:55	8:34	6:19	8:12	6:45	7:30	7:10	6:44	6:41	5:06	7:11	4:51	7:25	5:07	7:08	5:40	6:32	6:10	6:46	7:39	6:08	8:06	5:49	8:29
8	5:56	8:34	6:20	8:11	6:46	7:29	7:11	6:43	6:42	5:05	7:12	4:51	7:25	5:08	7:07	5:41	7:30	7:11	6:44	7:39	6:07	8:07	5:48	8:30
9	5:57	8:33	6:20	8:10	6:47	7:27	7:12	6:41	6:43	5:04	7:13	4:51	7:25	5:09	7:06	5:42	7:29	7:12	6:43	7:40	6:06	8:08	5:48	8:30
10	5:57	8:33	6:21	8:09	6:47	7:26	7:13	6:40	6:44	5:03	7:13	4:52	7:25	5:10	7:05	5:43	7:28	7:13	6:41	7:41	6:05	8:08	5:48	8:31
11	5:58	8:33	6:22	8:07	6:48	7:24	7:14	6:39	6:45	5:02	7:14	4:52	7:25	5:11	7:04	5:44	7:26	7:14	6:40	7:42	6:04	8:09	5:48	8:31
12	5:58	8:32	6:23	8:06	6:49	7:23	7:15	6:37	6:46	5:01	7:15	4:52	7:24	5:12	7:03	5:46	7:25	7:15	6:39	7:43	6:03	8:10	5:48	8:32
13	5:59	8:32	6:24	8:05	6:50	7:21	7:16	6:36	6:47	5:01	7:16	4:52	7:24	5:13	7:02	5:47	7:23	7:16	6:37	7:44	6:02	8:11	5:48	8:32
14	6:00	8:31	6:25	8:04	6:51	7:19	7:17	6:34	6:48	5:00	7:16	4:52	7:24	5:14	7:01	5:48	7:22	7:17	6:36	7:45	6:01	8:12	5:48	8:33
15	6:00	8:31	6:26	8:02	6:52	7:18	7:18	6:33	6:49	4:59	7:17	4:53	7:24	5:15	7:00	5:49	7:20	7:18	6:34	7:46	6:00	8:13	5:48	8:33
16	6:01	8:30	6:26	8:01	6:52	7:16	7:19	6:32	6:50	4:58	7:18	4:53	7:23	5:16	6:59	5:50	7:19	7:19	6:33	7:47	5:59	8:14	5:48	8:33
17	6:02	8:30	6:27	8:00	6:53	7:15	7:20	6:30	6:51	4:58	7:18	4:53	7:23	5:17	6:57	5:51	7:17	7:19	6:32	7:48	5:59	8:14	5:48	8:34
18	6:03	8:29	6:28	7:59	6:54	7:13	7:21	6:29	6:52	4:57	7:19	4:54	7:23	5:18	6:56	5:52	7:16	7:20	6:30	7:49	5:58	8:15	5:49	8:34
19	6:03	8:29	6:29	7:57	6:55	7:12	7:22	6:28	6:54	4:57	7:20	4:54	7:22	5:19	6:55	5:53	7:14	7:21	6:29	7:49	5:57	8:16	5:49	8:34
20	6:04	8:28	6:30	7:56	6:56	7:10	7:23	6:26	6:55	4:56	7:20	4:55	7:22	5:20	6:54	5:54	7:13	7:22	6:28	7:50	5:56	8:17	5:49	8:34
21	6:05	8:27	6:31	7:55	6:57	7:09	7:24	6:25	6:56	4:55	7:21	4:55	7:21	5:21	6:52	5:55	7:11	7:23	6:26	7:51	5:56	8:18	5:49	8:35
22	6:06	8:27	6:32	7:53	6:57	7:07	7:24	6:24	6:57	4:55	7:21	4:56	7:21	5:22	6:51	5:56	7:10	7:24	6:25	7:52	5:55	8:19	5:49	8:35
23	6:06	8:26	6:32	7:52	6:58	7:06	7:25	6:22	6:58	4:54	7:22	4:56	7:20	5:23	6:50	5:57	7:08	7:25	6:24	7:53	5:54	8:19	5:50	8:35
24	6:07	8:25	6:33	7:51	6:59	7:04	7:26	6:21	6:59	4:54	7:22	4:57	7:19	5:25	6:49	5:58	7:07	7:26	6:22	7:54	5:54	8:20	5:50	8:35
25	6:08	8:24	6:34	7:49	7:00	7:02	7:27	6:20	7:00	4:54	7:23	4:57	7:19	5:26	6:47	5:59	7:05	7:27	6:21	7:55	5:53	8:21	5:50	8:35
26	6:09	8:23	6:35	7:48	7:01	7:01	7:28	6:19	7:01	4:53	7:23	4:58	7:18	5:27	6:46	6:00	7:04	7:28	6:20	7:56	5:53	8:22	5:51	8:35
27	6:10	8:23	6:36	7:46	7:02	6:59	7:29	6:17	7:02	4:53	7:23	4:58	7:18	5:28	6:45	6:01	7:02	7:29	6:19	7:57	5:52	8:22	5:51	8:35
28	6:10	8:22	6:37	7:45	7:03	6:58	7:30	6:16	7:03	4:53	7:24	4:59	7:17	5:29	6:43	6:02	7:01	7:30	6:17	7:58	5:52	8:23	5:51	8:35
29	6:11	8:21	6:37	7:44	7:03	6:56	7:31	6:15	7:04	4:52	7:24	5:00	7:16	5:30	6:42	6:03	6:59	7:30	6:16	7:59	5:51	8:24	5:52	8:35
30	6:12	8:20	6:38	7:42	7:04	6:55	7:33	6:14	7:05	4:52	7:24	5:01	7:15	5:31			6:58	7:31	6:15	7:59	5:51	8:24	5:52	8:35
31	6:13	8:19	6:39	7:41			7:34	6:13			7:24	5:01	7:15	5:32			6:56	7:32			5:51	8:25		

Apply corrections below to Richmond sunrise-sunset times to obtain official times at other Virginia locations.

LOCATION	CORRECTION
Bristol	+19 minutes
Cape Charles	-6 minutes
Charlottesville	+4 minutes
Chincoteague	-8 minutes
Danville	+8 minutes
Fredericksburg	0 minutes

LOCATION	CORRECTION
Newport News	-5 minutes
Norfolk	-5 minutes
Roanoke	+10 minutes
Tazewell	+16 minutes
Williamsburg	-3 minutes
Winchester	+3 minutes

Information obtained from:

Astronomical Applications Dept.
Location: W077 28, N37 32
U. S. Naval Observatory
Washington, DC 20392-5420
Eastern Standard Time

NOTICE OF PUBLIC HEARING

The Spotsylvania County Board of Supervisors will hold a public hearing at 4:30 p.m. on December 10, 2019, in the Board of Supervisors Meeting Room of the R.E. Holbert Memorial Building, 9104 Courthouse Road, Spotsylvania, Virginia, to receive public comment on proposed amendments to Spotsylvania County Code Chapter 4, Animals and Fowl, Article I, Section 4-1, and Article II, Section 4-21.

The proposed amendments to Chapter 4, Article I, Section 4-1, and Article II, Section 4-21, which reflect legislative updates of parallel sections of the Code of Virginia, are as follows:

Virginia Code Section 3.2-6500, which defines terms concerning the comprehensive care of companion animals, has been amended regarding the definition of "adequate space." The new definition requires that when a companion animal is tethered, the tether to which it is attached to must be "ten feet in length or three times the length of the animal . . . whichever is greater" and "does not, by its material, size, or weight or any other characteristic, cause injury or pain to the animal; does not weigh more than one-tenth of the animal's body weight; and does not have weights or other heavy objects attached to it." Companion animals walked on leashes are not "tethered" according to this definition, and the provision does not apply to agricultural animals. Additionally, the definition of "adequate shelter" now requires that during hot weather, the animal be properly shaded and the shelter does not readily conduct heat. During cold weather, the animal must have a windbreak at its entrance and provided a quantity of bedding material consisting of straw, cedar shavings, or the equivalent "that is sufficient to protect the animal from cold and promote the retention of body heat."

Virginia Code Section 3.2-6538, enabling localities to enact laws prohibiting people from allowing their dogs to run at large, has been amended to exempt dogs used for hunting. Spotsylvania County has a running at law ordinance at County Code at Chapter 4, Animals and Fowl, Article II, Section 4-21. The proposed amendments to Section 4-21 include the exemption for hunting and further clarify that exemption for hunting means hunting as regulated and controlled by the Virginia Department of Game and Inland Fisheries (DGIF). Another amendment to Virginia Code § 3.2-6538 was the requirement that local running at large ordinance include a civil penalty for dogs running at large in a pack.

Spotsylvania County's laws regarding animals and fowl are contained in Chapter 4 of the County Code. The definitions regarding this Chapter are located in Article I, Section 4-1, in which the County defines both "adequate space" and "adequate shelter." These proposed amendments to Section 4-1 reflect amendments of Virginia Code Section 3.2-6538 to the terms "adequate space" and "adequate shelter" as discussed above, and define "running at large in a pack" as "(1) a dog that is unlawfully running at large pursuant to Section 4-21 of this ordinance, and (2) while doing so said dog was in the company of one or more other dogs." Proposed amendments to County Code, Chapter 4, Article II, Section 4-21 reflect amendments to Virginia Code § 3.2-6538 regarding exempting dogs used for lawful hunting activities from the County's running at large ordinance and adding a civil penalty not to exceed $100.00 to the owner or custodian of any dog found running at large in a pack.

Persons affected may appear and present their views at the public hearing described above. A copy of the full text of the proposed amendments is on file in the Office of the County Administrator, located at 9104 Courthouse Road, Spotsylvania, Virginia, 22553, and may be inspected between 8:00 a.m. and 4:30 p.m., Monday through Friday.

The Board of Supervisors encourages the participation of all interested county citizens. For those with special needs, please notify the County Administrator of any accommodations you may require at least five days before the meeting you wish to attend.

BY THE ORDER OF THE SPOTSYLVANIA COUNTY BOARD OF SUPERVISORS
ED PETROVITCH, COUNTY ADMINISTRATOR

AN ORDINANCE No. 4-33

To amend Chapter 4, Animals and Fowls, Article I, Sections 4-1, Definitions, defining both "adequate space" and "adequate shelter", which recommended amendments to Section 4-1 are reflected in Virginia Code Section 3.2-6500 amendments to the terms "adequate space" and "adequate shelter"; and to amend Chapter 4, Animals and Fowls Article II, Section 4-21, Running at Large – Generally, to amend exempt dogs used for lawful hunting in designated areas of the County within a designated hunting (or open) season, and the proposed amendments to County Code Section 4-21 reflect those amendments, with designated areas and hunting/open seasons interpreted as being pursuant to current Virginia Department of Game and Inland Fisheries regulations, which are reflected in the amendment to Virginia Code Section 3.2-6538. Another amendment to Virginia Code Section 3.2-6538 is the requirement of localities with "running at large" ordinances to include a civil penalty provision that the owner or custodian of any dog found running at large in a pack shall be subject to a civil penalty in an amount not to exceed $100 for every dog so found. As such, another proposed amendment to County Code Section 4-21 reflects that change.

PUBLIC HEARING: December 10, 2019

WHEREAS, staff has reviewed the code amendments and recommends approval as stated in the executive summary dated December 10, 2019; and

WHEREAS, the Spotsylvania Board of Supervisors held a public hearing, duly advertised in a local newspaper for a period of two weeks, on November 25, 2019 and December 2, 2019, and interested citizens were offered an opportunity to be heard; and

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

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

§ 1. That Chapter 4, Article I, Section 4-1 be and is hereby **amended and re-ordained** as follows:

Sec. 4-1. - Definitions.

For the purpose of this chapter and chapter 13, section 13-6, unless otherwise required by the context, the following words, terms and phrases shall have the meanings respectively ascribed to them by this section. Words and terms not defined, herein, which are defined in the comprehensive animal care laws of the Code of Virginia, shall have the meanings respectively ascribed to them by that section:

Adequate care means the responsible practice of good animal husbandry, handling, production, management, confinement, feeding, watering, protection, shelter, transportation, treatment, and, when necessary, euthanasia, appropriate for the age, species, condition, size and type of the animal and the provision of veterinary care when needed to prevent suffering or impairment of health.

Board of Supervisors of Spotsylvania County
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Adequate exercise means the opportunity for the animal to move sufficiently to maintain normal muscle tone and mass for the age, species, size, and condition of the animal.

Adequate feed means access to and the provision of food that is of sufficient quantity and nutritive value to maintain each animal in good health; is accessible to each animal; is prepared so as to permit ease of consumption for the age, species, condition, size and type of each animal; is provided in a clean and sanitary manner; is placed so as to minimize contamination by excrement and pests; and is provided at suitable intervals for the species, age, and condition of the animal, but at least once daily, except as prescribed by a veterinarian or as dictated by naturally occurring states of hibernation or fasting normal for the species.

Adequate shelter means provision of and access to shelter that is suitable for the species, age, condition, size, and type of each animal; provides adequate space for each animal; is safe and protects each animal from injury, rain, sleet, snow, hail, direct sunlight, the adverse effects of heat or cold, physical suffering, and impairment of health; is properly lighted; is properly cleaned; enables each animal to be clean and dry, except when detrimental to the species; during hot weather, is properly shaded and does not readily conduct heat; during cold weather, has a windbreak at its entrance and provides a quantity of bedding material consisting of straw, cedar shavings, or the equivalent that is sufficient to protect the animal from cold and promote the retention of body heat; and, for dogs and cats, provides a solid surface, resting platform, pad, floormat, or similar device that is large enough for the animal to lie on in a normal manner and can be maintained in a sanitary manner. Under this chapter, shelters whose wire, grid, or slat floors: (i) permit the animals' feet to pass through the openings; (ii) sag under the animals' weight; or (iii) otherwise do not protect the animals' feet or toes from injury are not adequate shelter.

Adequate space means sufficient space to allow each animal to: (i) easily stand, sit, lie, turn about, and make all other normal body movements in a comfortable, normal position for the animal~~;~~ and (ii) interact safely with other animals in the enclosure. When an animal is tethered, "adequate space" means ~~a~~ that the tether to which the animal is attached ~~that~~ permits the above actions and is appropriate to the age and size of the animal; is attached to the animal by a properly applied collar, halter, or harness that is configured so as to protect the animal from injury and prevent the animal or tether from becoming entangled with other objects or animals, or from extending over an object or edge that could result in the strangulation or injury of the animal; ~~and~~ is at least ten (10) feet in length or three (3) times the length of the animal, as measured from the tip of its nose to the base of its tail, whichever is greater, except when the animal is being walked on a leash or is attached by a tether to a lead line; does not by its material, size, or weight or any other characteristic, cause injury or pain to the animal; does not weigh more than one-tenth of the animal's body weight; and does not have weights or other heavy objects attached to it. The walking of an animal on a leash by its owner shall not constitute the tethering of the animal for the purpose of this definition. When freedom of movement would endanger the animal, temporarily and appropriately restricting movement of the animal according to professionally accepted standards for the species is considered provision of adequate space. The provisions of this definition that relate to tethering shall not apply to agricultural animals.

Adequate water means provision of and access to clean, fresh, potable water of a drinkable temperature that is provided in a suitable manner, in sufficient volume, and at suitable intervals appropriate for the weather and temperature, to maintain normal hydration for the age, species, condition, size and type of each animal, except as prescribed by a veterinarian or as dictated by naturally occurring states of hibernation or fasting normal for the species; and is provided in clean,

durable receptacles that are accessible to each animal and are placed so as to minimize contamination of the water by excrement and pests or an alternative source of hydration consistent with generally accepted husbandry practices.

Ambient temperature means the temperature surrounding the animal.

Animal means any nonhuman vertebrate species except fish. For the purposes of article V of this chapter, animal means any species susceptible to rabies. For the purchase of section 4-11, animal means any nonhuman vertebrate species, including fish, except those fish captured and killed or disposed of in a reasonable and customary manner.

Animal control officer means a person appointed as an animal control officer or deputy animal control officer as provided in the Code of Virginia.

Companion animal means any domestic or feral dog, domestic or feral cat, nonhuman primate, guinea pig, hamster, rabbit not raised for human food or fiber, exotic or native animal, reptile, exotic or native bird, or any feral animal or any animal under the care, custody, or ownership of a person or any animal that is bought, sold, traded, or bartered by any person.

Direct and immediate threat means any clear and imminent danger to an animal's health, safety or life.

Emergency veterinary treatment means veterinary treatment to stabilize a life-threatening condition, alleviate suffering, prevent further disease transmission, or prevent further disease progression.

Humane means any action taken in consideration of and with the intent to provide for the animal's health and well-being.

Kennel means any establishment in which five (5) or more canines, felines or hybrids of either are kept for the purpose of breeding, hunting, training, renting, buying, boarding, selling or showing.

Livestock includes all domestic or domesticated: bovine animals, equine animals, ovine animals, porcine animals, cervidae animals, capradae animals, animals of the genus Lama, ratites, enclosed domesticated rabbits or hares raised for human food or fiber, or any other individual animal specifically raised for food or fiber, except companion animals.

Other officer includes all persons employed by the county whose duty it is to preserve the peace, make arrests, or enforce the law.

Own/owner includes any person having a right of property in an animal, any person who keeps or harbors an animal, any person who has an animal in his care, or any person who acts as its custodian.

Pet means any animal kept for pleasure rather than utility.

Plainly audible means any sound that can be detected by a person using his or her unaided hearing facilities. As an example, if the sound source were a portable or personal vehicular sound amplification or reproduction device, the enforcement officer need not determine the title of the song, specific words, or the artist performing the song. The detection of the rhythmic base component of the music is sufficient to constitute a plainly audible sound.

Poultry includes all domestic fowl and game birds raised in captivity.

Running at Large in a pack *means (1) a dog that is unlawfully running at large pursuant to Section 4-21 of this ordinance, and (2) while doing so said dog is in the company of one or more other dogs.*

Treatment or adequate treatment means the responsible handling or transportation of animals in the person's ownership, custody or charge, appropriate for the age, species, condition, size and type of the animal.

Veterinary treatment means treatment by or on the order of a duly licensed veterinarian.

Wild or exotic animal means any live monkey (nonhuman primate), raccoon, skunk, wolf, squirrel, fox, leopard, panther, tiger, lion, lynx or any other warm-blooded animal, poisonous snake or tarantula which can normally be found in the wild state or any other member of crocodilian, including but not limited to alligators, crocodiles, caimans and gavials. Ferrets, nonpoisonous snakes, rabbits and laboratory rats which have been bred in captivity and which never have known the wild shall be excluded from this definition.

(Code 1980, § 4-1; Ord. No. 4-2, 6-1-93; Ord. No. 4-26, 10-13-09; Ord. No. 4-28, 2-12-13; Ord. No. 4-31, § 1, 10-10-17; Ord No. 4-33, _____)

Cross reference— Definitions and rules of construction generally, § 1-2.

State Law reference— Similar provisions, Code of Virginia, § 3.2-6500.

§ 2. That Chapter 4, Article II, Section 4-21, be and is hereby **amended and ordained** as follows:

Sec. 4-21. - Running at large—Generally.

(a) No dog, other than those listed in subsection (c) below, shall run at large in the county. Any person who is the owner or custodian of a dog found running at large in the county shall be in violation of this section.

(b) For the purposes of this section, a dog shall be deemed to be "running at large" while roaming, running ~~or self-hunting~~ off the property or premises of its owner or custodian and not under the immediate control of the owner or custodian or his agent. "Property or premises of its owner or custodian" for purposes of this section, shall not mean residential or commercial common areas.

(c) This section shall not apply to ~~any person while~~the owner or custodian of a dog engaged in: (1) law enforcement or search and rescue activity; (2) ~~in~~ a supervised, ~~-~~formal obedience training class or show; (3) ~~during~~ formally organized and sanctioned field trials conducted pursuant to the applicable regulations and seasons set forth by the Virginia Department of Game and Inland Fisheries (DGIF); (4) ~~while engaged in~~ lawful hunting ~~with a dog or dogs during open season~~pursuant to the regulations and seasons set forth by DGIF; or (5) during ~~bona fide~~ hunting, training, or field trial dog training conducted pursuant to applicable DGIF regulations.

Board of Supervisors of Spotsylvania County
Adopted _____

(d) It shall be unlawful for the owner of a dog to place such dog or allow it to be placed in the custody of any other person not physically capable of maintaining effective control of such dog.

(e) A violation of this section shall constitute a Class 4 misdemeanor for the first offense; provided, however, if the dog is a dangerous or vicious dog, a violation of this section shall constitute a Class 1 misdemeanor.

(f) A second violation of this section within one (1) year of a conviction of the first violation shall constitute a Class 2 misdemeanor; provided, however, if the dog is a dangerous or vicious dog, a violation of this section shall constitute a Class 1 misdemeanor.

(g) A third or subsequent violation of this section within two (2) years of conviction of the second or subsequent violation shall constitute a Class 1 misdemeanor.

(h) The owner or custodian of any dog found running at large in a pack, as defined in Section 4-1 of this ordinance, shall be assessed a civil penalty not to exceed $100.00 per dog so found. Any civil penalty collected pursuant to this ordinance shall be deposited by the County's Treasurer pursuant to the provisions of § 3.2-6534.

(Code 1980, § 4-10; Ord. No. 4-2, 6-1-93; Ord. No. 4-13, 8-11-98; Ord. No. 4-14, 8-11-98; Ord. No. 4-15, 9-28-99; Ord. No. 4-22, 5-10-05; Ord. No. 4-31, § 1, 10-10-17; Ord. No. 4-33; _____.)

State Law reference— Authority for above section, Code of Virginia, §§ 3.2-6538.

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

Board of Supervisors of Spotsylvania County
Adopted _____

Draft Amendments to County Code Chapter 4 – Animals and Fowl

Board of Supervisors

December 10, 2019

SECTION 4-1. Definitions

Adequate shelter means provision of and access to shelter that is suitable for the species, age, condition, size, and type of each animal; provides adequate space for each animal; is safe and protects each animal from injury, rain, sleet, snow, hail, direct sunlight, the adverse effects of heat or cold, physical suffering, and impairment of health; is properly lighted; is properly cleaned; enables each animal to be clean and dry, except when detrimental to the species; during hot weather, is properly shaded and does not readily conduct heat; during cold weather, has a windbreak at its entrance and provides a quantity of bedding material consisting of straw, cedar shavings, or the equivalent that is sufficient to protect the animal from cold and promote the retention of body heat; and, for dogs and cats, provides a solid surface, resting platform, pad, floormat, or similar device that is large enough for the animal to lie on in a normal manner and can be maintained in a sanitary manner. Under this chapter, shelters whose wire, grid, or slat floors: (i) permit the animals' feet to pass through the openings; (ii) sag under the animals' weight; or (iii) otherwise do not protect the animals' feet or toes from injury are not adequate shelter.

SECTION 4-1. Definitions - Continued:

Adequate space means sufficient space to allow each animal to: (i) easily stand, sit, lie, turn about, and make all other normal body movements in a comfortable, normal position for the animal; and (ii) interact safely with other animals in the enclosure. When an animal is tethered, "adequate space" means ~~a~~ that the tether to which the animal is attached ~~that~~ permits the above actions and is appropriate to the age and size of the animal; is attached to the animal by a properly applied collar, halter, or harness that is configured so as to protect the animal from injury and prevent the animal or tether from becoming entangled with other objects or animals, or from extending over an object or edge that could result in the strangulation or injury of the animal; ~~and~~ is at least ten (10) feet in length or three (3) times the length of the animal, as measured from the tip of its nose to the base of its tail, whichever is greater, except when the animal is being walked on a leash or is attached by a tether to a lead line; does not by its material, size, or weight or any other characteristic, cause injury or pain to the animal; does not weigh more than one-tenth of the animal's body weight; and does not have weights or other heavy objects attached to it. The walking of an animal on a leash by its owner shall not constitute the tethering of the animal for the purpose of this definition. When freedom of movement would endanger the animal, temporarily and appropriately restricting movement of the animal according to professionally accepted standards for the species is considered provision of adequate space. The provisions of this definition that relate to tethering shall not apply to agricultural animals.

SECTION 4-1. Definitions - Continued:

Running at Large in a pack means (1) a dog that is unlawfully running at large pursuant to Section 4-21 of this ordinance, and (2) while doing so said dog is in the company of one or more other dogs.

SECTION 4-21. Running at Large-Generally.

(a) No dog, other than those listed in subsection (c) below, shall run at large in the county. Any person who is the owner or custodian of a dog found running at large in the county shall be in violation of this section.

(b) For the purposes of this section, a dog shall be deemed to be "running at large" while roaming, running ~~or self-hunting~~ off the property or premises of its owner or custodian and not under the immediate control of the owner or custodian or his agent. "Property or premises of its owner or custodian" for purposes of this section, shall not mean residential or commercial common areas.

(c) This section shall not apply to ~~any person while~~the owner or custodian of a dog engaged in: (1) law enforcement or search and rescue activity; (2) ~~in~~ a supervised, ~~—~~formal obedience training class or show; (3) ~~during~~ formally organized and sanctioned field trials conducted pursuant to the applicable regulations and seasons set forth by the Virginia Department of Game and Inland Fisheries (DGIF); (4) ~~while engaged in~~ lawful hunting ~~with a dog or dogs during open season~~pursuant to the regulations and seasons set forth by DGIF; or (5) during ~~bona fide~~ hunting, training, or field trial dog training conducted pursuant to applicable DGIF regulations.

SECTION 4-21. Running at Large-Generally. CONTINUED:

(d) It shall be unlawful for the owner of a dog to place such dog or allow it to be placed in the custody of any other person not physically capable of maintaining effective control of such dog.

(e) A violation of this section shall constitute a Class 4 misdemeanor for the first offense; provided, however, if the dog is a dangerous or vicious dog, a violation of this section shall constitute a Class 1 misdemeanor.

(f) A second violation of this section within one (1) year of a conviction of the first violation shall constitute a Class 2 misdemeanor; provided, however, if the dog is a dangerous or vicious dog, a violation of this section shall constitute a Class 1 misdemeanor.

(g) A third or subsequent violation of this section within two (2) years of conviction of the second or subsequent violation shall constitute a Class 1 misdemeanor.

(h) The owner or custodian of any dog found running at large in a pack, as defined in Section 4-1 of this ordinance, shall be assessed a civil penalty not to exceed $100.00 per dog so found. Any civil penalty collected pursuant to this ordinance shall be deposited by the County's Treasurer pursuant to the provisions of § 3.2-6534.

Virginia DGIF Hunting and Trapping Regulations 2019-2020
https://www.dgif.virginia.gov/hunting/regulations/

Questions / Comments?

Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date:	December 10, 2019
Title:	Public Comment on Resolution of Spotsylvania County Board of Supervisors to Declare Spotsylvania a Second Amendment Sanctuary (Public comment will not begin before 7:00 PM)

Agenda Title:	Public Comment on Resolution of Spotsylvania County Board of Supervisors to Declare Spotsylvania a Second Amendment Sanctuary (Public comment will not begin before 7:00 PM)
Recommendation:	n/a
Summary:	This resolution expresses the desire of the Board of Supervisors for Spotsylvania County to be a sanctuary county for citizens to exercise their Constitutional right to keep and bear arms. The resolution has no legal impact and does not grant any immunity or protection from prosecution to Spotsylvania residents who may violate state or federal firearms law.
Financial Impact:	None
Staff Contacts:	
Legal Counsel:	Karl Holsten, County Attorney
Additional Background/Other Considerations:	The Board of Supervisors does not have the authority to nullify state or federal law. This resolution is symbolic in nature and, if passed, simply expresses the desire of the Board of Supervisors.
Consequence of Denial/Inaction:	None

ATTACHMENTS:

File Name	Description	Type
2nd_Amendment_DRAFT_Resolution.docx	Reolution	Resolution

DRAFT

At a meeting of the Spotsylvania County Board of Supervisors held on December 10, 2019, on a motion by _____and passed _____, the Board adopted the resolution as follows:

RESOLUTION NO. 2019 – [insert number]

RESOLUTION OF SPOTSYLVANIA COUNTY BOARD OF SUPERVISORS TO DECLARE SPOTSYLVANIA COUNTY A SECOND AMENDMENT SANCTUARY

WHEREAS, the Second Amendment to the Constitution of the United States reads: "A well regulated Militia, being necessary to the security of a free State, the right of the people to keep and bear Arms, shall not be infringed," and,

WHEREAS, Article 1, Section 13, of the Constitution of Virginia provides "That a well regulated militia, composed of the body of the people, trained to arms, is the proper, natural, and safe defense of a free state, therefore, the right of the people to keep and bear arms shall not be infringed; that standing armies, in time of peace, should be avoided as dangerous to liberty; and that in all cases the military should be under strict subordination to, and governed by, the civil power;" and,

WHEREAS, certain legislation introduced in the 2019 session of the Virginia General Assembly, and certain legislation in the current session of the United States Congress could have the effect of infringing on the rights of law abiding citizens to keep and bear arms guaranteed by the Second Amendment to the Constitution of the United States and Article 1, Section 13, of the Constitution of Virginia; and,

WHEREAS, the Spotsylvania County Board of Supervisors wishes to express its deep commitment to the rights of all citizens of Spotsylvania County to keep and bear arms; and,

WHEREAS, the Spotsylvania County Board of Supervisors wishes to express opposition to any law that would unconstitutionally restrict the rights of the citizens of Spotsylvania County to bear arms as guaranteed by the Second Amendment to the Constitution of the United States and Article 1, Section 13, of the Constitution of Virginia; and,

WHEREAS, the Spotsylvania County Board of Supervisors wishes to express its intent to stand as a sanctuary for Second Amendment rights and to oppose, within the limits of the Constitutions of the United States and the Commonwealth of Virginia, any efforts to unconstitutionally restrict such rights.

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

That the Board of Supervisors hereby expresses its intent to uphold the rights of the citizens of Spotsylvania County, Virginia, to bear arms as guaranteed by the Second Amendment to the Constitution of the United States and Article 1, Section 13, of the Constitution of Virginia; and

That the Board of Supervisors hereby declares its opposition to unconstitutional restrictions on the right to keep and bear arms; and,

That the Board of Supervisors hereby declares Spotsylvania County, Virginia, a "Second Amendment Sanctuary."

(SEAL) A COPY TESTE: _____

Aimee R. Mann
Deputy Clerk to the Board of Supervisors