

CHESTERFIELD COUNTY

CHESTERFIELD, VIRGINIA 23832

AGENDA March 25, 2020

BOARD OF SUPERVISORS

LESLIE A.T. HALEY
CHAIR
MIDLOTHIAN DISTRICT
KEVIN P. CARROLL
VICE CHAIR
MATOACA DISTRICT
JIM A. INGLE
BERMUDA DISTRICT
CHRISTOPHER M. WINSLOW
CLOVER HILL DISTRICT
JAMES M. HOLLAND
DALE DISTRICT

JOSEPH P. CASEY, Ph.D. COUNTY ADMINISTRATOR

- 1. Invocation
 - The Honorable Leslie Haley, Midlothian District Supervisor
- 2. Pledge of Allegiance
 - Ms. Sarah Snead, Deputy County Administrator
- 3. Requests to Postpone Agenda Items and Additions, Deletions or Changes in the Order of Presentation
- 4. Reports
 - A. District Improvement Funds (DIF) Monthly Report
- 5. County Administration Update
 - A. Coronavirus Update
- 6. Board Member Reports
- 7. New Business
 - A. Consent Items
 - 1. Adoption of Resolutions
 - a. Resolution Recognizing Ms. Darla W. Orr, Zoning and Special Projects Manager, Planning Department, Upon Her Retirement
 - 2. Real Property Requests
 - a. Acceptance of Parcels of Land
 - 1. Acceptance of Parcels of Land Adjacent to Iron Bridge Road from Austin Woods Development, Co.

- 2. Acceptance of a Parcel of Land for the Extension of Magnolia Green Parkway from 6801 Woolridge Road-Moseley, LP.
- 3. Acceptance of a Parcel of Land for the Extension of Woolridge Road from 6801 Woolridge Road-Moseley, LP.
- 4. Acceptance of a Parcel of Land for Citory Way and Hallowell Ridge from RREF-II TFC GREENWICH, LLC.
- 3. 2020 Building Bridges Grant Chesterfield County Sheriff's Office
- 4. Approval of a Fixed Tax Rate and Water and Wastewater Capacity and Service Agreement with Peanut LLC
- 5. To Set a Public Hearing to Consider an Ordinance to Move the Polling Places for Five Forks Voting Precinct, Winfree's Store Voting Precinct, and Crestwood Voting Precinct
- 6. Assignment of Airport Hangar Lease from Innovation Hangar, Inc. to 5G Air LLC
- 7. Confirmation and Consent to the Declaration of a Local Emergency in Chesterfield County as a Result of the Threat Posed by the COVID-19 Virus
- 8. Emergency Adoption of an Ordinance 1) to Add Section 9-160 to Chapter 9, Article XI, of the Code of the County of Chesterfield Relating to Waiver of Penalties and Interest on Unpaid Transient Occupancy Taxes During a Declared Emergency and 2) to Amend Section 18-29 Relating to the Waiver of Penalties and Interest on Unpaid Utility Bills During a Declared Emergency
 - 9. Continuity of County Government Ordinance
 - 10. Appointment of Emergency Management Coordinator

8. Fifteen-Minute Citizen Comment Period on Unscheduled Matters

9. Deferred Items

10. Public Hearings

- A. Proposed Ordinance Amendments Relating to Department of Utilities Fee Changes
- B. Proposed 2020 Tax Rates
- C. FY2021 Proposed Budget
- D. FY2021-2025 Proposed Capital Improvement Program
- E. FY2021 Proposed Community Development Block Grant and the HOME Investment Partnership Annual Plan

- F. Proposed Amendment to Section 9.25 of the Code of the County of Chesterfield related to the Tax Relief Program
- G. Proposed Issuance of General Obligation School Bonds and Adopt a Resolution Authorizing the Issuance of Virginia Public School Authority (VPSA) School Financing Bonds for Crestwood and Magnolia Green Area
- 11. Fifteen-Minute Citizen Comment Period on Unscheduled Matters
- 12. Adjournment
 - A. Adjournment and Notice of Next Scheduled Meeting of the Board of Supervisors



Meeting Date: March 25, 2020 Item Number: 4.A.

Subject:

District Improvement Funds (DIF) Monthly Report

Board Action Requested:

Accept the attached District Improvement Funds (DIF) Monthly Report.

Summary of Information:

The attached report details approved and proposed uses of DIF for FY2020. Acceptance of the report will serve as approval for staff to expend DIF funds for the proposed uses as listed.

Attachments:

1. DIF Report - March 25, 2020

Preparer: Andrea Peeks, Director of Budget and Management



CHESTERFIELD COUNTY Monthly Report on District Improvement Funds

Report Date: March 25, 2020

Prepared By: Budget and Management

The County annually budgets \$33,500 in discretionary funds, referred to as District Improvement Funds (DIF), for each of the five magisterial districts that are used to improve the quality of life in each district. The DIF allocations can be used for public improvements, purchase of county-owned equipment, public events or programs, public school programs, and other legally allowable expenses. In addition, if funds remain in DIF accounts at the end of each fiscal year, up to \$37,500 may be reserved per district at year-end to be utilized in a future year. With approval of this report, the Board consents to the use of available reserve balance, if needed.

This report shows the cumulative use of District Improvement Funds for FY2020 as well as the current funding available for each district. Requests to use funds for the current month are detailed below and listed as a *proposed* use on the summary chart for that district. Upon Board of Supervisors acceptance of this report each month, staff will execute proposed DIF requests.

There are eight DIF uses proposed this month. Acceptance of this report by the Board constitutes Board approval of these requests.

March 2020 Requests:

- Transfer up to \$685.13 from the Bermuda District Improvement Fund to Streetlights for new streetlight installation in the Forest Heights subdivision.
- Transfer up to \$4,738.96 from the Clover Hill District Improvement Fund to Streetlights for new streetlight installation in the Walnut Grove subdivision.
- Transfer up to \$1,688.11 from the Dale District Improvement Fund to Streetlights for new streetlight installation in the Kingsland Garden subdivision.
- Transfer up to \$1,547.19 from the Matoaca District Improvement Fund to Streetlights for new streetlight installation in the Eagle Cove subdivision.
- Transfer up to \$1,400.00 from the Bermuda District Improvement Fund to the Department of Parks and Recreation to assist with funding in hosting Falling Creek Ironworks 400th Celebration event on April 25, 2020. This expenditure is appropriate because it is being used by the Department to commemorate a historic event pursuant to Va. Code § 15.2-953.
- Transfer up to \$1,090.00 from the Clover Hill District Improvement Fund to the School Board to assist
 with conference registration fees for two teachers from Crenshaw Elementary School to attend the
 "Get Your Teach On" Conference in Orlando, Florida from June 28, 2020 July 1, 2020. The County can
 give money to the School Board to pay registration fees for teachers to attend educational conferences.

- Transfer up to \$3,000.00 from the Dale District Improvement Fund to the School Board to assist with the purchase and installation of a new scoreboard for the baseball field at Meadowbrook High School. The County can give money to the School Board to purchase capital equipment to be owned by the School Board. The scoreboard will be owned by the School Board and will become a part of the School Board's inventory of property. The purchase must be made by the School Board in accordance with the Virginia Public Procurement Act and County purchasing policies.
- Transfer funds from respective District Improvement Funds to the Chesterfield County School Board for drug- and alcohol-free post-prom celebrations at various area high schools. The requested amounts from each fund are as follows:

Bermuda: Up to \$100.00 for the Appomattox Regional Governor's School

Total: Up to \$100.00

Clover Hill: Up to \$1,000.00 for Monacan High School, and \$100.00 for Appomattox Regional

Governor's School **Total: Up to \$1,100.00**

<u>Dale</u>: Up to \$1,000.00 for Meadowbrook High School, \$500.00 for Matoaca High School, and

\$100.00 for Appomattox Regional Governor's School

Total: Up to \$1,600.00

Matoaca: Up to \$1,000.00 for Cosby High School, \$500.00 for Matoaca High School, and

\$100.00 for Appomattox Regional Governor's School

Total: Up to \$1,600.00

Midlothian: Up to \$1,000.00 for Midlothian High School, and \$100.00 for Appomattox Regional

Governor's School **Total: Up to \$1,100.00**

A portion of this request is from the Appomattox Regional Governor's School, which is located in Petersburg and includes 225 Chesterfield County students. Since the Governor's School is a regional public-school facility and is legally independent of the Chesterfield County School Board, the School Board will have to take action to authorize the transfer of the total, up to \$500.00 payment to the Governor's School. Accordingly, if the Board of Supervisors approves the transfer of the funds to the School Board, the money cannot be given to the Governor's School unless the School Board also takes public action to approve the transfer to the Governor's School. If the School Board does not approve the transfer, the \$500.00 must be returned to the County.

The remaining requests for funds originally came from each school's PTSA or Prom Committee. The County is not legally authorized to transfer funds to these organizations or committees. The County is authorized to transfer funds to the School Board but only if the transfer is contingent on the money being placed in capital projects or school operating accounts to be applied to appropriate school-funded post-prom activities. The school system must write checks directly to vendors who will be supplying goods or services to post-prom events and these goods and services must be purchased in accordance with the Virginia Public Procurement Act.

DIF Balances To Date:

Bermuda – Current Balance \$21,176.56 (FY20 funding plus available reserves)

Request Date	Use	Amount
9/25/2019	Meadowville Landing-Riversbend subdivision streetlights	\$2,170.32
9/25/2019	Thomas Dale High School electronic sign	\$26,082.00
10/23/2019	Enon Volunteer Fire Department HVAC system replacement	\$5,000.00
10/23/2019	Falling Creek Ironworks Foundation monument in memory of Bryan H. Walker	\$900.00
	Marguerite Christian Athletic Association concession building at Dodd	
11/13/2019	Park	\$500.00
12/11/2019	Bellwood Elementary School KaBoom playground equipment	\$800.00
12/11/2019	Thomas Dale High School electronic sign	\$5,000.00
1/22/2020	Meadowville Landing-Riversbend subdivision streetlights	\$1,388.13
2/19/2020	Route 10 banners	\$1,556.00
Proposed	Forest Heights subdivision streetlights	\$685.13
Proposed	Falling Creek Ironworks Celebration	\$1,400.00
Proposed	Appomattox Regional Governor's School post-prom celebration	\$100.00
	Total FY2020 Bermuda uses	\$45,581.58

Clover Hill – Current Balance \$21,476.03 (FY20 funding plus available reserves)

Request Date	Use	Amount
7/24/2019	Providence Elementary School playground equipment	\$3,000.00
8/28/2019	North Courthouse Road Library juvenile collection	\$4,432.89
	W. W. Gordon Elementary School teacher registration fees for "Get	
10/23/2019	Your LEAD On" conference	\$1,500.00
12/11/2019	Swift Creek Middle School cross country and track uniforms	\$800.00
Proposed	Walnut Grove subdivision streetlights	<i>\$4,738.96</i>
Dronocad	Crenshaw Elementary School teacher registration fees for "Get Your	
Proposed	Teach On" conference	\$1,090.00
Proposed	Monocan High School post-prom celebration	\$1,000.00
Proposed	Appomattox Regional Governor's School post-prom celebration	\$100.00
	Total FY2020 Clover Hill uses	\$16,661.85

Dale – Current Balance \$54,369.71 (FY20 funding plus available reserves)

Request Date	Use	Amount
7/24/2019	Lloyd C. Bird High School stadium field	\$2,000.00
10/23/2019	Lloyd C. Bird High School Makerspace laser cutter replacement	\$1,495.00
11/13/2019	Hopkins Road Elementary School blacktop	\$2,000.00
Proposed	Kingsland Garden subdivision streetlights	\$1,688.11
Proposed	Meadowbrook High School baseball field scoreboard	\$3,000.00
Proposed	Meadowbrook High School post-prom celebration	\$1,000.00
Proposed	Matoaca High School post-prom celebration	\$500.00
Proposed	Appomattox Regional Governor's School post-prom celebration	\$100.00
	Total FY2020 Dale uses	\$11,783.11

Matoaca – Current Balance \$29,127.81 (FY20 funding plus available reserves)

Request Date	Use	Amount
8/28/2019	Grange Hall Elementary School Kindergarten playground equipment	\$3,625.00
10/23/2019	Spring Run Elementary School online Lexia® Core5® Reading program	\$1,000.00
12/11/2019	Matoaca High School softball dugout	\$5,000.00
12/11/2019	Matoaca Park press box improvements	\$8,550.00
12/11/2019	Ettrick Park press box improvements	\$8,550.00
12/11/2019	Ettrick Elementary School Early Learning Literacy Program part-time	
12/11/2019	temporary worker	\$12,000.00
Proposed	Eagle Cove subdivision streetlights	\$1,547.19
Proposed	Cosby High School post-prom celebration	\$1,000.00
Proposed	Matoaca High School post-prom celebration	\$500.00
Proposed	Appomattox Regional Governor's School post-prom celebration	\$100.00
	Total FY2020 Matoaca uses	\$41,872.19

Midlothian – Current Balance \$58,417.00 (FY20 funding plus available reserves)

Request Date	Use	Amount
12/11/2019	J.B. Watkins Elementary School PBIS program book vending machine	\$1,596.00
12/11/2019	Robious Athletic Complex scoreboards	\$9,887.00
Proposed	Midlothian High School post-prom celebration	\$1,000.00
Proposed	Appomattox Regional Governor's School post-prom celebration	\$100.00
	Total FY2020 Midlothian uses	\$12,583.00



Meeting Date: March 25, 2020 Item Number: 5.A.

Subject:

Coronavirus Update

Board Action Requested:

Summary of Information:

A team of County and School personnel have been actively monitoring and preparing for the potential impacts of COVID-19 on Chesterfield County residents and staff.

Dr. Alexander Samuel will provide an update on the status of COVID-19, county preparedness and response as well as recommended preventative actions.

Attachments:

None

Preparer: Sarah Snead, Deputy County Administrator



Meeting Date: March 25, 2020 Item Number: 7.A.1.a.

Subject:

Resolution Recognizing Ms. Darla W. Orr, Zoning and Special Projects Manager, Planning Department, Upon Her Retirement

Board Action Requested:

Adoption of the attached resolution.

Summary of Information:

Ms. Darla W. Orr retires from the Planning Department on April 1, 2020, after providing 23 years of service to the residents of Chesterfield County.

Attachments:

1. Darla Orr Resolution

Preparer: Andrew Gillies, Director of Planning

WHEREAS, Ms. Darla W. Orr retires from the Chesterfield Planning Department on April 1, 2020 after twenty-three years of dedicated service; and

WHEREAS, Ms. Orr began her career in government service with the Martin County Economic Development Commission and Building Inspectors Office in North Carolina in 1987; and

WHEREAS, Ms. Orr began her service with Chesterfield County in 1991 as a Planning Technician, then Planner, assisting with residential building permit and subdivision plan reviews, and guiding the community development processes; and

WHEREAS, Ms. Orr accepted an opportunity in 1996 as Brunswick County's Director of Planning, Zoning Administrator, E-911 Coordinator, and Erosion and Sediment Control Program Administrator, managing all activities of these departments; and

WHEREAS, Ms. Orr returned to Chesterfield County in 2001 as a Senior Planner, and through her hard work and dedication, rose to serve in the positions of Principal Planner then Planning Administrator for Zoning and Special Projects, during which time the County grew from 260,000 to 349,000 persons; and

WHEREAS, during her tenure, Ms. Orr's primary responsibility was the management of zoning proposals requiring active participation in approximately 444 Planning Commission and Board of Supervisors public hearings, and an untold number of community meetings during which she helped negotiate development proposals in the best interest of all; and

WHEREAS, Ms. Orr participated in the management of cases presented to the Board of Zoning Appeals, as well as ordinance amendments, substantial accord determinations for public facilities and implementation of the Comprehensive Plan; and

WHEREAS, during her career, Ms. Orr assisted with the implementation of numerous improvements to the zoning process, to include the Community Development Information System (CDIS), permitting the web-based filing, distribution and review of zoning applications, which won the 2014 National Association of Counties (NACO) Achievement Award; and

WHEREAS, Ms. Orr forged effective working relationships with the Planning Commission, Board of Supervisors, Board of Zoning Appeals, citizen groups and the development community; and

WHEREAS, Ms. Orr enjoyed membership in two professional planning organizations being a Certified Zoning Administrator with the Virginia Association of Zoning Officials (VAZO) and serving as a board member since 1997 with the Rural Planning Caucus (RPC); and

WHEREAS, Ms. Orr worked tirelessly coordinating team review of zoning cases by 18 different county departments and state agencies; and

WHEREAS, Ms. Orr continuously exerted a positive attitude and provide exemplary customer service; and

WHEREAS, Ms. Orr worked diligently to make Chesterfield County a better place for all citizens, today and in the future.

AND, BE IT FURTHER RESOLVED that a copy of this resolution be presented to Ms. Orr and that this resolution be permanently recorded among the papers of this Board of Supervisors of Chesterfield County, Virginia.



Meeting Date: March 25, 2020 Item Number: 7.A.2.a.1.

Subject:

Acceptance of Parcels of Land Adjacent to Iron Bridge Road from Austin Woods Development, Co.

Board Action Requested:

Accept the conveyance of 2 parcels of land containing a total of 4.062 acres adjacent to Iron Bridge Road from Austin Woods Development, Co. and authorize the County Administrator to execute the deed.

Summary of Information:

Staff requests that the Board of Supervisors accept the conveyance of 2 parcels of land containing a total of 4.062 acres adjacent to Iron Bridge Road from Austin Woods Development, Co. This conveyance is for the development of Austin Woods Apartments Phase 1 and has been reviewed by the site plan team.

Approval is recommended.

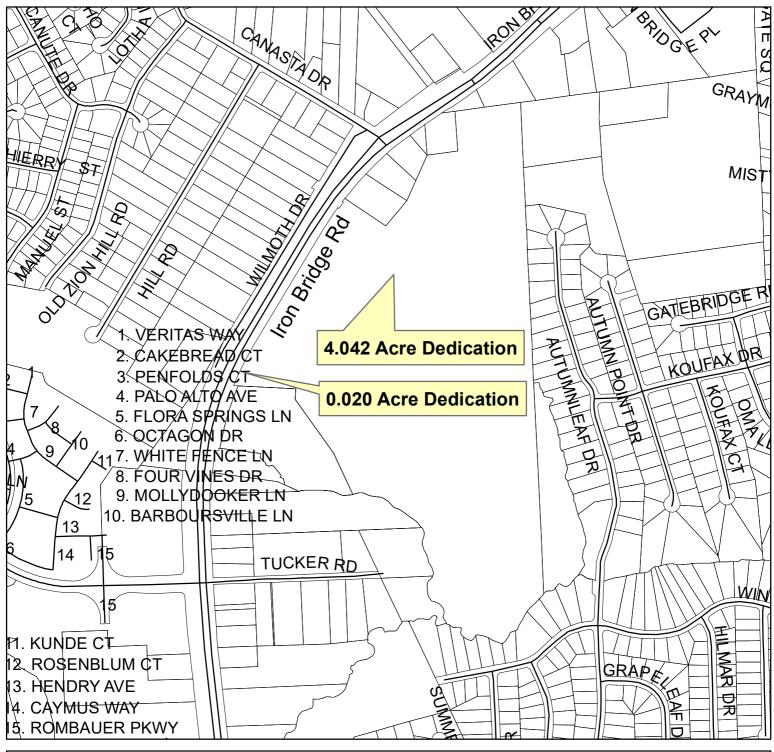
Attachments:

- 1. austin woods ded sketch
- 2. austin woods plat

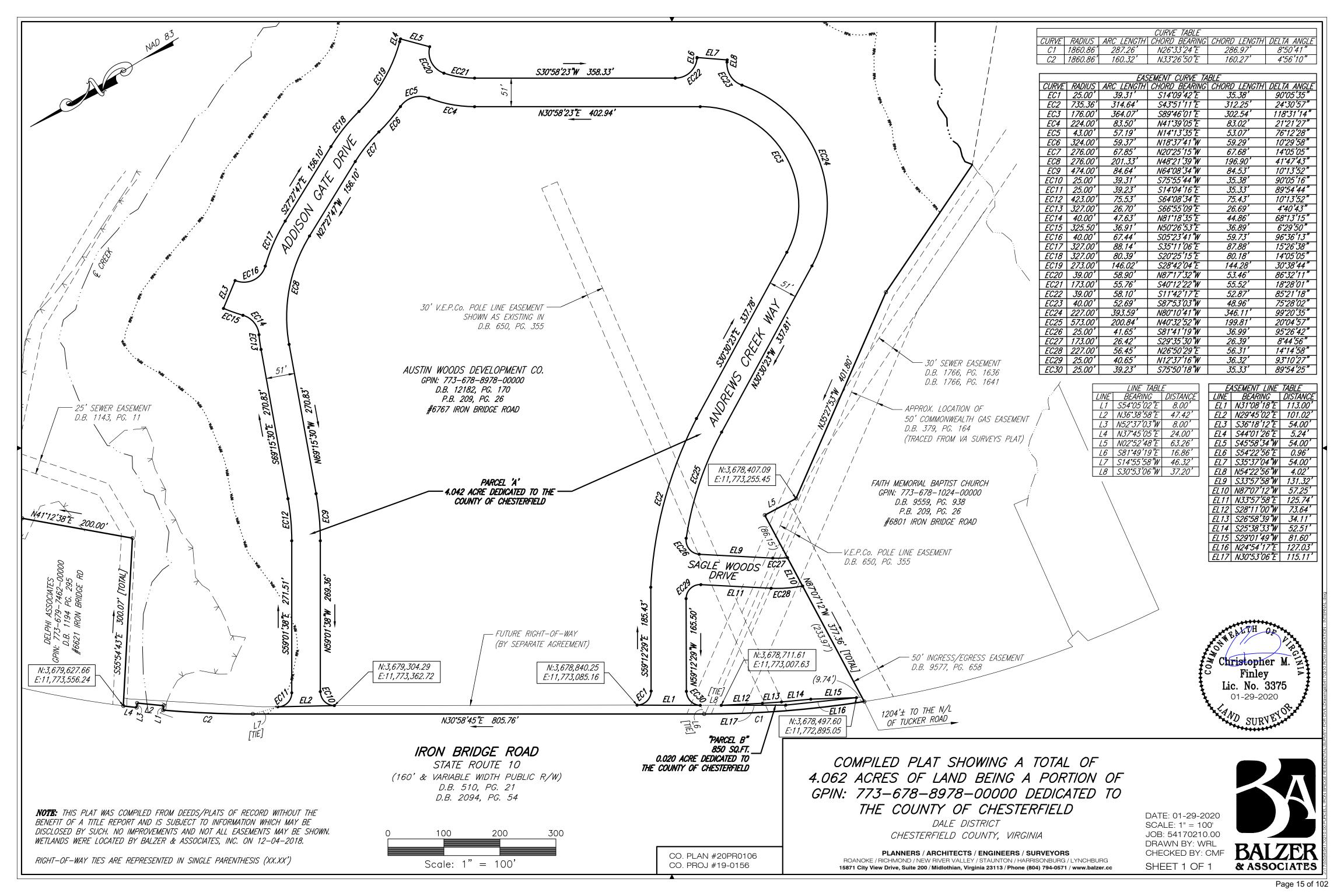
Preparer: <u>John Harmon, Real Property Manager</u>

VICINITY SKETCH

Acceptance of Parcels of Land Along Iron Bridge Road from Austin Woods Development, Co.









Meeting Date: March 25, 2020 Item Number: 7.A.2.a.2.

Subject:

Acceptance of a Parcel of Land for the Extension of Magnolia Green Parkway from 6801 Woolridge Road-Moseley, LP.

Board Action Requested:

Accept the conveyance of a parcel of land containing 7.438 acres for the extension of Magnolia Green Parkway from 6801 Woolridge Road-Moseley, LP and authorize the County Administrator to execute the deed.

Summary of Information:

Staff requests that the Board of Supervisors accept the conveyance of a parcel of land containing 7.438 acres for the extension of Magnolia Green Parkway from 6801 Woolridge Road-Moseley, LP. This conveyance is for the development of Magnolia Green Parkway Ext.-Phase 3C and has been reviewed by the subdivision team.

Approval is recommended.

Attachments:

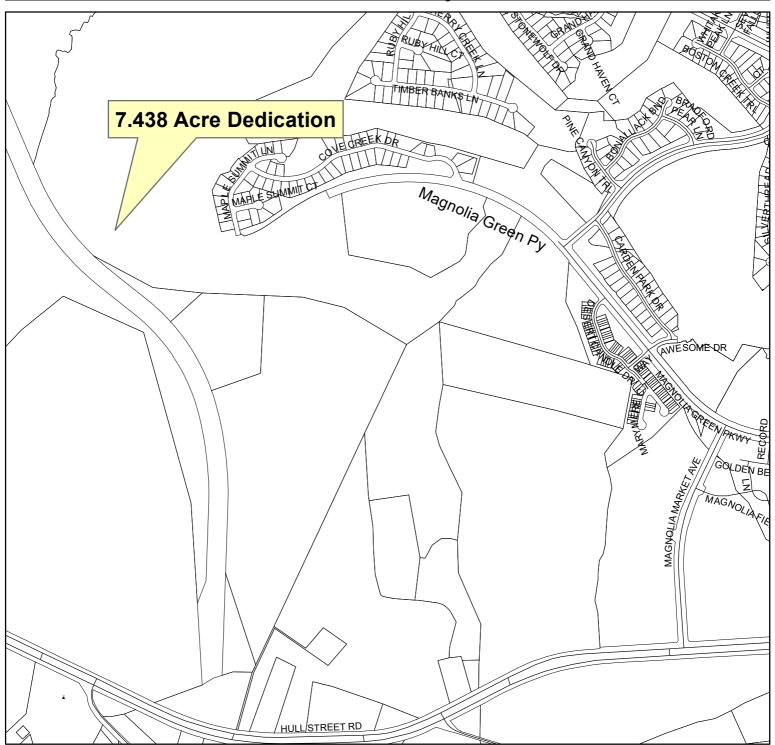
1. mag gr py ded sketch

2. 35079.031 - MG Pkwy - SCANNED

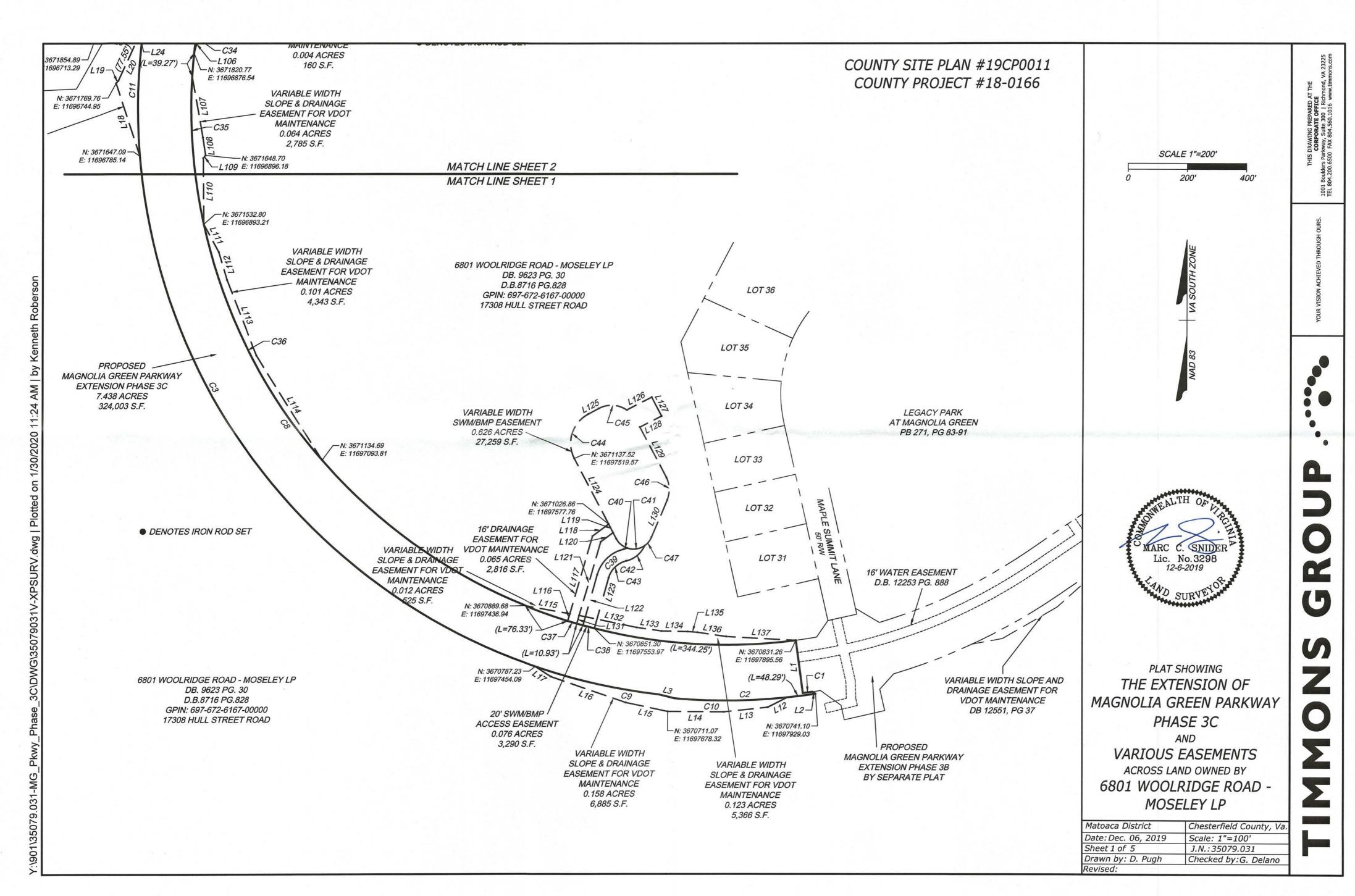
Preparer: <u>John Harmon, Real Property Manager</u>

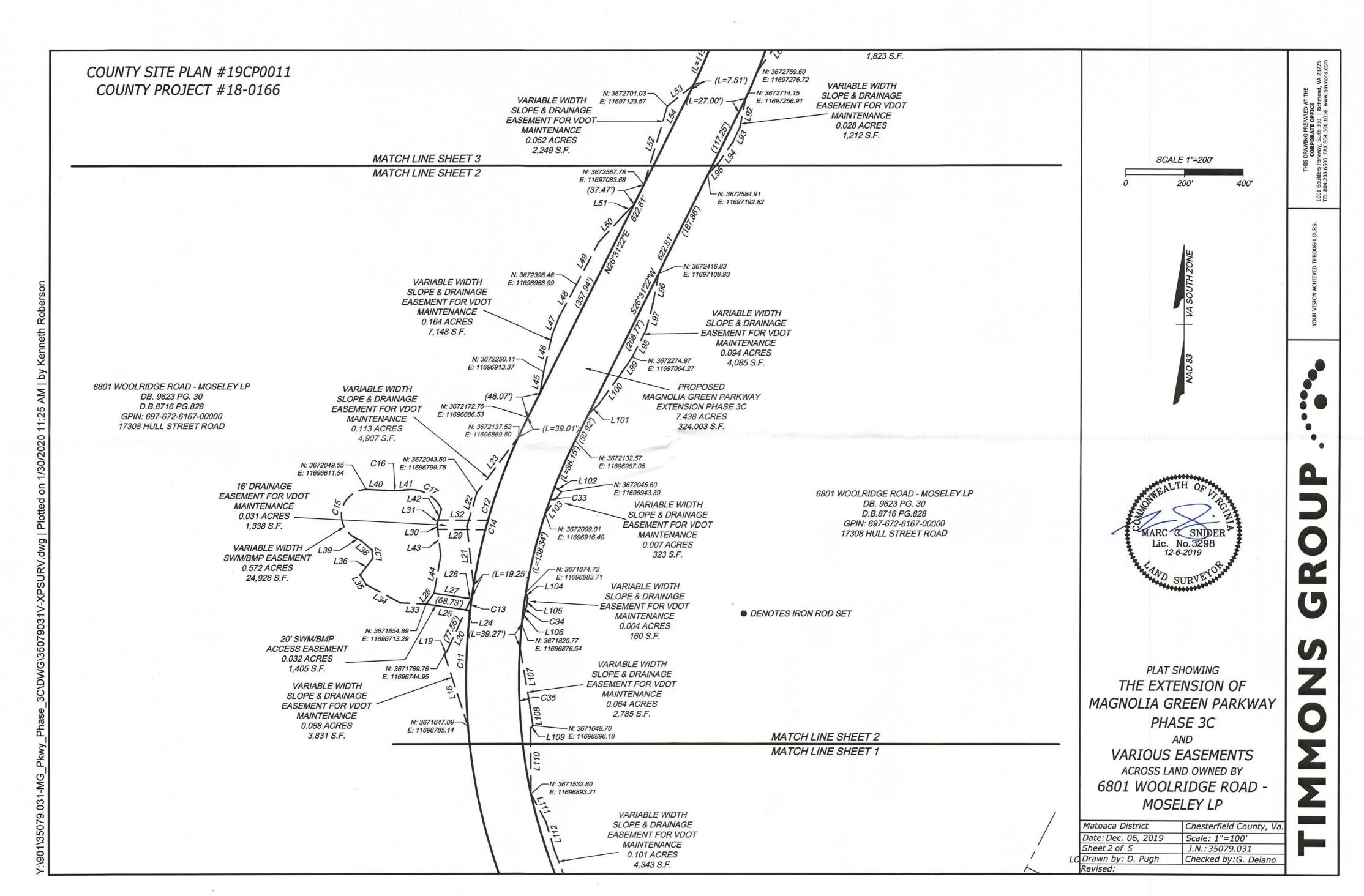
VICINITY SKETCH

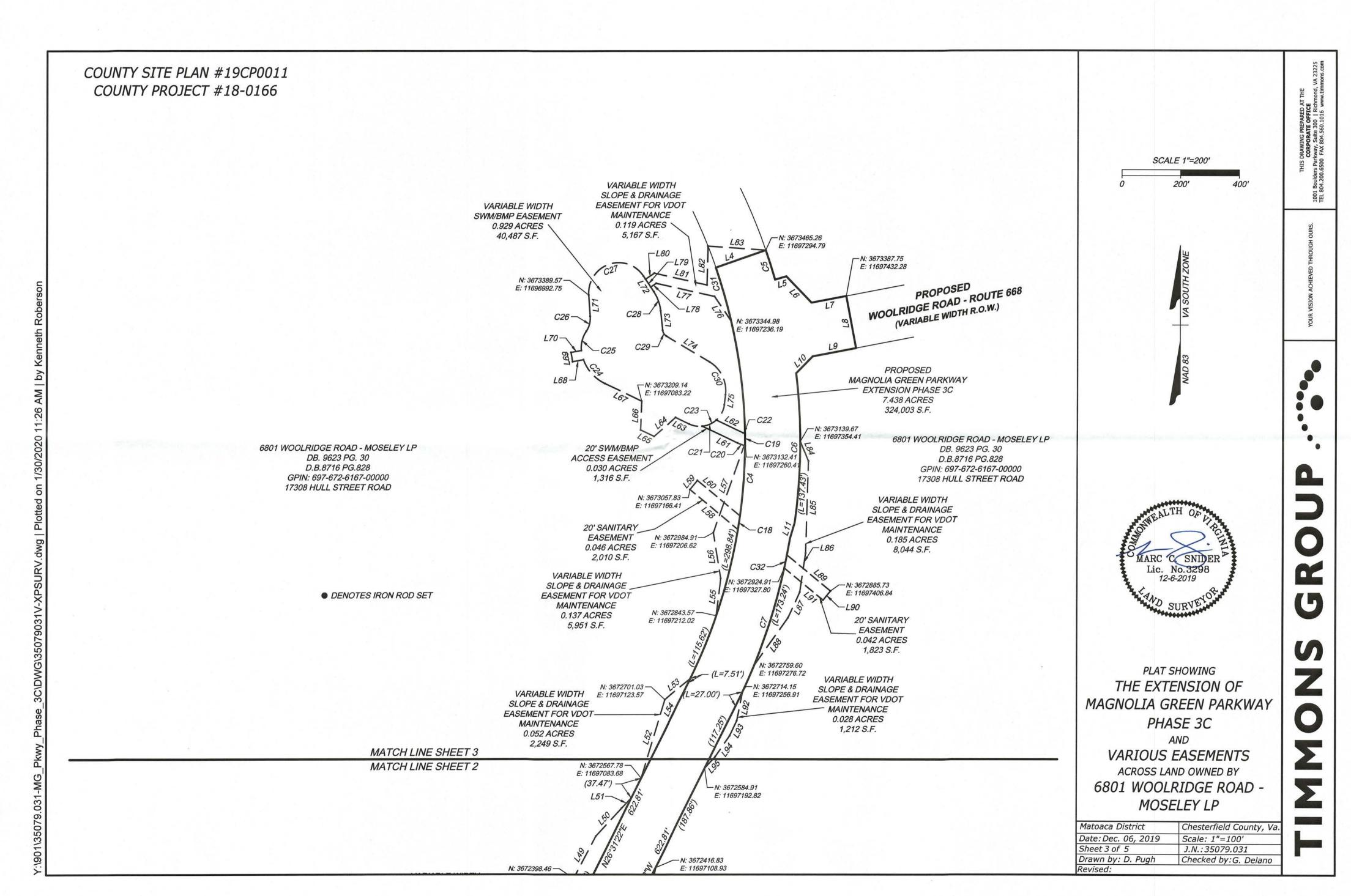
Acceptance of a Parcel of Land for Magnolia Green Parkway Extension from 6801 Woolridge Road-Moseley, LP.











LINE TABLE						
LINE BEARING LENGTH						
L1	S7°32'23"E	90.00'				
L2	S59°13'06"E	6.30'				
L3	N76°08'22"W	28.46'				
L4	N70°47'56"E	90.00'				
L5	N73°47'56"E	20.00'				
L6	S44°06'15"E	61.94'				
L7	N79°14'29"E	60.32'				
L8	S10°45'31"E	90.00'				
L9	S79°14'29"W	75.13'				
L10	S44°34'18"W	40.03'				
L11	S16°31'22"W	28.53'				
L12	S62°57'09"W	36.69'				
L13	S84°00'49"W	75.08'				
L14	N89°35'12"W	95.48'				
L15	N77°52'59"W	72.30'				
L16	N70°55'34"W	134.63'				
L17	N57°08'49"W	31.31'				
L18	N18°08'27"W	129.09'				
L19	N40°30'40"E	6.00'				
L20	N24°43'04"E	102.02'				
L21	N6°27'57"W	101.24'				
L22	N16°26'04"E	59.30'				
L23	N36°41'19"E	117.25'				
L24	N82°45'38"W	6.06'				
L25	N81°32'08"W	69.98'				
L26	N37°21'38"E	22.84'				
L27	S81°32'08"E	58.85'				
L28	S82°46'08"E	5.72'				

	LINE TABI		
LINE	BEARING	LENGTH	
L29	N89°26'17"W	81.11'	
L30	N6°27'57"W	9.58'	
L31	N16°26'04"E	6.75'	
L32	S89°26'17"E	84.60'	
L33	N87°22'09"W	43.62'	
L34	N61°55'07"W	65.69'	
L35	N32°19'03"W	19.60'	
L36	N37°24'55"E	34.89'	
L37	N4°50'05"W	14.74'	
L38	N49°34'50"W	24.19'	
L39	N62°44'15"W	13.27'	
L40	S86°58'09"E	32.65'	
L41	N84°50'04"E	5.70'	
L42	S16°26'04"W	25.74'	
L43	S6°27'57"E	55.03'	
L44	S10°01'14"W	64.31'	
L45	N9°50'28"E 36.67		
L46	N12°49'52"E	65.59'	
L47	N21°29'07"E	34.47'	
L48	N28°31'02"E	59.56'	
L49	N27°48'44"E	80.47'	
L50	N42°46'20"E	64.35'	
L51	N43°51'32"E	24.12'	
L52	N16°40'02"E	139.09'	
L53	N51°10'54"E	56.99'	
L54	S26°31'22"W 181.32		
L55	N6°37'27"E	63.98'	
L56	N9°20'07"W	78.82'	

LINE BEARING LENGTH				
LINE	BEARING			
L57	N19°28'01"E	161.43'		
L58	N50°31'36"W	106.46'		
L59	N39°28'24"E	20.00'		
L60	S50°31'36"E	94.46'		
L61	S64°19'22"E	67.49'		
L62	S64°19'22"E	50.31'		
L63	N64°24'09"W	26.05'		
L64	S48°41'25"W	49.27'		
L65	N64°24'09"W	25.42'		
L66	N2°00'18"E	49.46'		
L67	N64°24'09"W	69.52'		
L68	S79°50'50"W	18.80'		
L69	N10°09'10"W	16.00'		
L70	N79°50'50"E	17.96'		
L71	S4°07'02"E	36.45'		
L72	S33°52'47"E	31.68'		
L73	S6°00'47"E	33.30'		
L74	S59°20'39"E	86.10'		
L75	S6°50'56"W	17.35'		
L76	N34°07'06"W	50.88'		
L77	N77°28'23"W	102.26'		
L78	S56°07'13"W	11.25'		
L79	N33°52'47"W	16.00'		
L80	N56°07'13"E	18.11'		
L81	S77°28'23"E	92.13'		
L82	N1°29'45"E	65.67'		
L83	S86°03'33"E	98.78'		
L84	S23°02'16"E	36.05'		

	LINE TAB	LE
LINE	BEARING	LENGTH
L85	S1°38'22"W	156.39'
L86	S8°20'58"W	66.95'
L87	S24°41'58"W	47.81'
L88	S35°27'56"W	99.31'
L89	S50°31'36"E	96.52'
L90	S39°28'24"W	20.00'
L91	N50°31'36"W	85.92'
L92	S11°08'55"W	49.88'
L93	S25°11'04"W	28.24'
L94	S34°49'41"W	42.96'
L95	S42°33'55"W	26.46'
L96	S10°39'41"W	51.81'
L97	S14°36'40"W	46.22'
L98	S26°52'15"W	51.81'
L99	S34°07'37"W	29.44'
L100	S36°00'03"W	68.58'
L101	S46°04'37"W	24.49'
L102	S53°35'02"E	13.77'
L103	S36°24'58"W	45.46'
L104	S16°56'41"E	10.45'
L105	S8°04'37"W	13.63'
L106	S15°15'38"W	31.57'
L107	S10°06'03"E	104.58'
L108	S8°28'24"E	30.29'
L109	S40°30'40"W	6.00'
L110	S0°28'33"E	111.34'
L111	S28°18'14"E	53.49'
L112	S16°50'51"E	48.76'

LINE	BEARING	LENGTH
L113	S21°27'11"E	136.38'
L114	S32°05'02"E	209.41'
L115	S79°53'50"E	76.63'
L116	S16°19'25"W	12.72'
L117	S16°19'25"W	148.81'
L118	S53°34'05"W	33.72'
L119	N27°44'20"W	16.19'
L120	N53°34'05"E	25.88'
L121	N16°19'25"E	143.53'
L122	N15°35'06"E	88.86'
L123	S15°35'06"W	88.61'
L124	N27°44'20"W	152.79'
L125	N62°15'40"E	19.57'
L126	N62°45'34"E	47.40'
L127	S27°14'26"E	36.00'
L128	S62°45'34"W	41.12'
L129	S27°43'43"E	96.96'
L130	N22°59'24"E	67.88'
L131	N16°19'25"E	14.35'
L132	S78°08'19"E	99.32'
L133	S82°05'11"E	42.46'
L134	S88°31'13"E	45.07'
L135	S86°22'02"E	16.67'
L136	S81°39'42"E	49.28'
L137	S86°55'42"E	117.87'





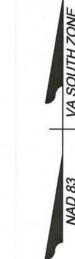
PLAT SHOWING
THE EXTENSION OF
MAGNOLIA GREEN PARKWAY
PHASE 3C
AND

VARIOUS EASEMENTS
ACROSS LAND OWNED BY
6801 WOOLRIDGE ROAD MOSELEY LP

Matoaca District	Chesterfield County, Va.
Date: Dec. 06, 2019	Scale: None
Sheet 4 of 5	J.N.: 35079.031
Drawn by: D. Pugh	Checked by: G. Delano
Revised:	

			CURVE	TABLE		
CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD
C1	995.00'	16.40'	8.20'	0°56'40"	N81°59'17"E	16.40'
C2	999.00'	239.48'	120.32'	13°44'06"	S88°06'12"W	238.91'
СЗ	995.00'	1909.10'	1419.24'	109°55'58"	N28°26'37"W	1629.44'
C4	910.00'	726.21'	383.69'	45°43'26"	N3°39'39"E	707.09'
C5	1000.00'	52.36'	26.18'	2°59'59"	S17°42'04"E	52.35'
C6	1004.00'	254.85'	128.11'	14°32'36"	S0°23'01"W	254.16'
C7	1000.00'	301.11'	151.70'	17°15'09"	S17°53'48"W	299.97'
C8	905.00'	1959.60'	1704.30'	124°03'46"	S35°30'31"E	1598.60'
C9	995.00'	214.23'	107.53'	12°20'10"	S77°14'31"E	213.82'
C10	999.00'	191.19'	95.89'	10°57'56"	N89°29'17"E	190.90'
C11	995.00'	220.45'	110.68'	12°41'39"	S1°39'29"W	220.00'
C12	995.00'	263.33'	132.44'	15°09'48"	S16°41'42"W	262.56'
C13	995.00'	20.00'	10.00'	1°09'06"	S7°14'07"W	20.00'
C14	995.00'	16.53'	8.27'	0°57'08"	S15°09'56"W	16.53'
C15	43.40'	112.57'	154.47'	148°36'50"	S14°12'26"W	83.56'
C16	228.00'	32.62'	16.34'	8°11'48"	N88°55'58"E	32.59'
C17	57.00'	70.37'	40.46'	70°43'53"	N59°48'00"W	65.98'
C18	910.00'	23.32'	11.66'	1°28'07"	N8°30'47"E	23.32'
C19	910.00'	20.85'	10.43'	1°18'46"	N0°24'22"W	20.85'
C20	60.00'	13.38'	6.72'	12°46'28"	S70°42'35"E	13.35'
C21	42.00'	26.82'	13.89'	36°35'29"	N66°20'57"E	26.37'
C22	40.00'	4.11'	2.06'	5°52'59"	S67°15'51"E	4.11'
C23	42.00'	79.72'	58.61'	108°44'54"	N61°13'24"E	68.28'
C24	71.93'	56.08'	29.55'	44°40'18"	S42°04'44"E	54.67'

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORE
C25	50.00'	34.31'	17.86'	39°18'54"	S14°24'21"W	33.64'
C26	40.00'	26.66'	13.84'	38°10'51"	N14°58'23"E	26.16'
C27	51.00'	133.73'	191.93'	150°14'15"	S71°00'05"W	98.58'
C28	72.00'	35.02'	17.86'	27°52'00"	N19°56'47"W	34.67'
C29	13.00'	12.10'	6.53'	53°19'52"	S32°40'43"E	11.67'
C30	57.00'	65.85'	37.15'	66°11'35"	N26°14'51"W	62.25'
C31	910.00'	94.49'	47.29'	5°56'57"	N16°13'35"W	94.45'
C32	1000.00'	22.63'	11.32'	1°17'49"	N11°33'36"E	22.63'
C33	905.00'	47.51'	23.76'	3°00'28"	S19°33'53"W	47.50'
C34	905.00'	54.44'	27.23'	3°26'47"	S7°34'45"W	54.43'
C35	905.00'	250.41'	126.01'	15°51'13"	S4°33'26"E	249.61'
C36	905.00'	450.43'	229.98'	28°31'00"	S26°44'33"E	445.79'
C37	905.00'	16.00'	8.00'	1°00'47"	S73°16'49"E	16.00'
C38	905.00'	20.00'	10.00'	1°15'59"	S75°06'43"E	20.00'
C39	60.00'	64.67'	35.88'	61°45'31"	S46°27'51"W	61.59'
C40	25.08'	6.13'	3.08'	14°00'50"	N70°20'08"E	6.12'
C41	33.04'	31.36'	16.97'	54°22'40"	N82°15'48"E	30.19'
C42	45.08'	41.96'	22.64'	53°19'49"	N50°40'39"E	40.46'
C43	40.00'	43.12'	23.92'	61°45'31"	S46°27'51"W	41.06'
C44	56.04'	88.03'	56.04'	90°00'00"	S17°15'40"W	79.25'
C45	46.64'	50.16'	27.81'	61°37'01"	N87°03'29"W	47.78'
C46	44.00'	38.95'	20.85'	50°43'07"	N2°22'10"W	37.69'
C47	33.04'	74.55'	69.69'	129°16'16"	N87°37'32"E	59.71'





PLAT SHOWING
THE EXTENSION OF
MAGNOLIA GREEN PARKWAY
PHASE 3C

AND
VARIOUS EASEMENTS
ACROSS LAND OWNED BY
6801 WOOLRIDGE ROAD MOSELEY LP

Chesterfield County, Va		
Scale: None		
J.N.: 35079.031		
Checked by: G. Delano		

ONS GROUP.



Meeting Date: March 25, 2020 Item Number: 7.A.2.a.3.

Subject:

Acceptance of a Parcel of Land for the Extension of Woolridge Road from 6801 Woolridge Road-Moseley, LP.

Board Action Requested:

Accept the conveyance of a parcel of land containing 4.770 acres for the extension of Woolridge Road from 6801 Woolridge Road-Moseley, LP and authorize the County Administrator to execute the deed.

Summary of Information:

Staff requests that the Board of Supervisors accept the conveyance of a parcel of land containing 4.770 acres for the extension of Woolridge Road from 6801 Woolridge Road-Moseley, LP. This conveyance is for the development of Magnolia Green Woolridge Road Ext.-Phase 3C and has been reviewed by the subdivision team.

Approval is recommended.

Attachments:

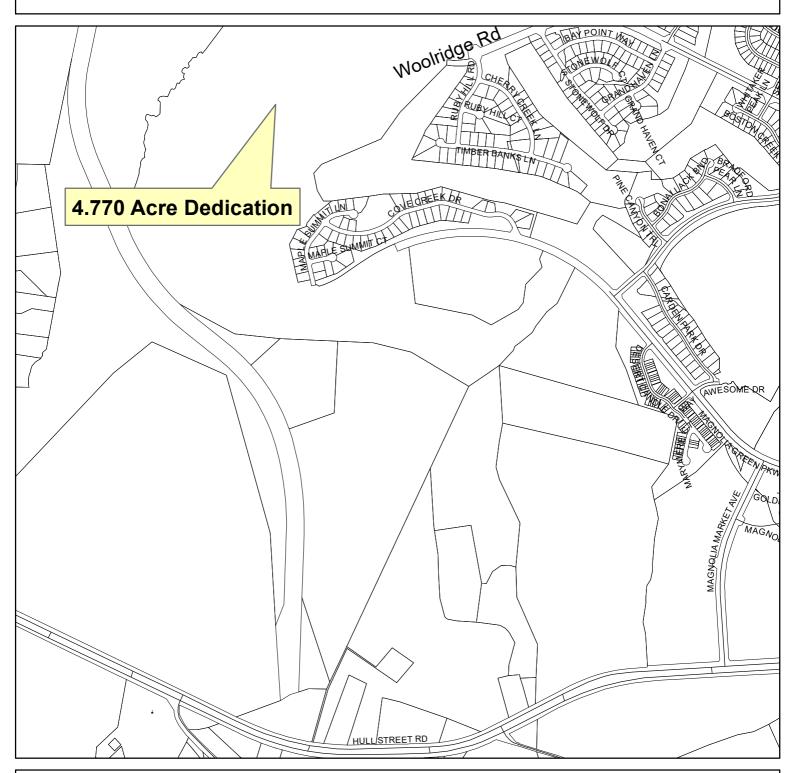
1. mag green woolridge sketch

2. 35079.032 - Woolridge Rd - SCANNED

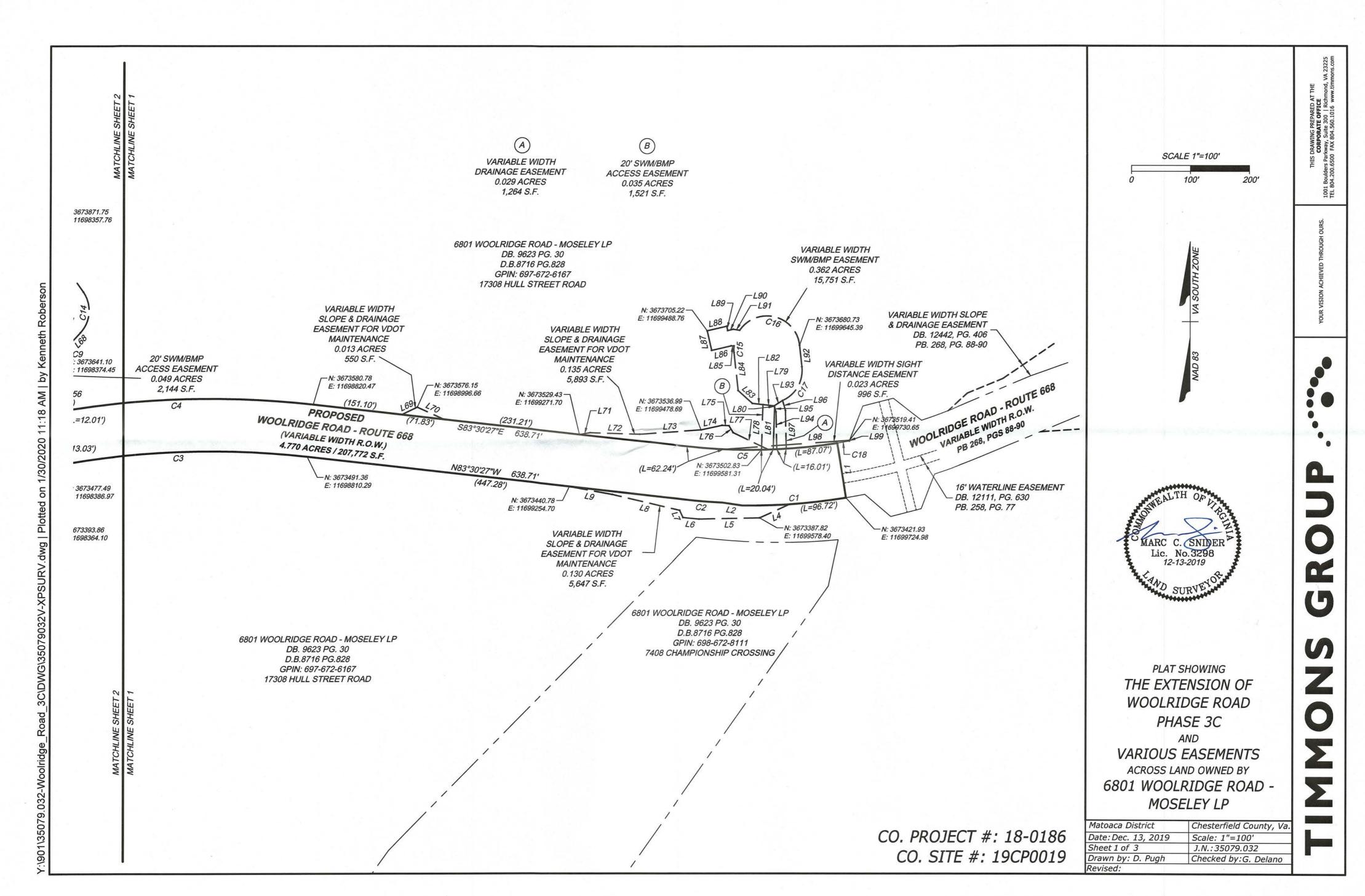
Preparer: <u>John Harmon, Real Property Manager</u>

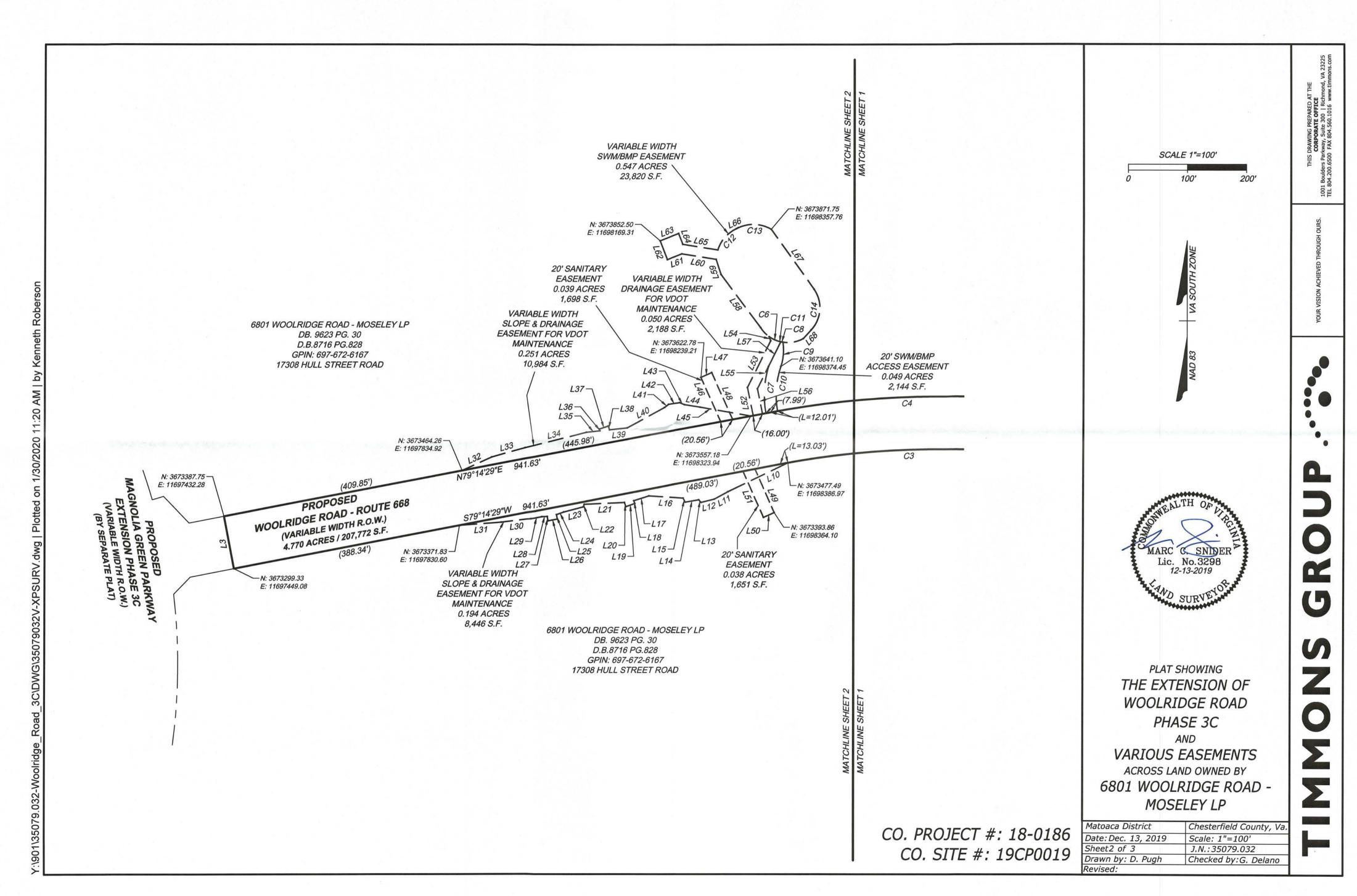
VICINITY SKETCH

Acceptance of a Parcel of Land for Woolridge Road Extension from 6801 Woolridge Road-Moseley, LP.









LINE	BEARING	LENGTH	
L1	S9°15'27"E	94.00'	
L2	N81°38'56"W	34.04'	
L3	N10°45'31"W	90.00'	
L4	S65°27'06"W	55.54'	
L5	S88°51'31"W	102.48' 27.52' 13.38'	
L6	N84°48'03"W		
L7	N26°35'05"W		
L8	N76°45'46"W	117.95'	
L9	N79°30'01"W	74.27'	
L10	S64°14'33"W	112.45'	
L11	S61°53'11"W	26.47'	
L12	S76°15'01"W	23.00'	
L13 N42°55'25"W		5.88'	
L14	S80°08'13"W	23.06'	
L15	N27°32'05"W	7.51'	
L16	N86°17'30"W	58.82'	
L17	S72°36'16"W	26.82'	
L18	S18°56'34"E	4.97'	
L19	S71°03'26"W	16.00'	
L20	N18°56'34"W	7.34'	

LINE TABLE					
LINE	BEARING	LENGTH			
L21	S87°33'33"W	67.86'			
L22	S21°52'40"W	4.66'			
L23	S75°28'07"W	34.28'			
L24	S70°34'33"W	12.96'			
L25	S10°45'31"E	7.62'			
L26	S79°14'29"W	16.00'			
L27	N10°45'31"W	7.35'			
L28	S88°17'01"W	8.88'			
L29	S78°51'25"W	18.98'			
L30	S82°57'30"W	50.88'			
L31	S85°48'43"W	70.60'			
L32	N65°36'25"E	55.16'			
L33	N74°14'26"E	58.36'			
L34	N75°37'25"E	107.01'			
L35	N83°49'21"E	23.08'			
L36	N18°56'34"W	3.23'			
L37	N71°03'26"E	16.00'			
L38	S18°56'34"E	6.85'			
L39	N83°49'21"E	30.10'			
L40	N61°00'55"E	72.21'			

LINE TABLE					
LINE	BEARING	LENGTH			
L41	N51°48'46"E	8.56'			
L42	N81°49'03"E	19.54'			
L43	S67°40'44"E	8.85'			
L44	S80°57'33"E	26.58'			
L45	S79°55'30"E	87.44'			
L46	N24°13'01"W	82.53'			
L47	N65°46'59"E	20.00'			
L48	S24°13'01"E	87.31'			
L49	S24°13'01"E	80.15'			
L50	S65°46'59"W	20.00'			
L51	N24°13'01"W	84.93'			
L52	N11°34'23"W	48.87'			
L53	N26°21'27"E	87.60'			
L54	N19°21'24"W	7.32'			
L55	S26°21'27"W	88.21'			
L56	S11°34'23"E	43.60'			
L57	N26°21'27"E	46.13'			
L58	N36°53'37"W	111.26'			
L59	N18°27'46"W	26.75'			
L60	N80°50'20"W	58.67'			

	LINE TABLE					
LINE	BEARING	LENGTH 26.67'				
L61	S68°44'34"W					
L62	N21°15'26"W	34.00'				
L63	N68°44'34"E	34.00'				
L64	S21°15'26"E	19.75'				
L65	S80°50'20"E	59.79'				
L66	N64°47'57"E	3.55'				
L67	S35°51'37"E	124.16'				
L68	S42°41'49"W	19.94'				
L69	N64°27'49"E	28.89'				
L70	S65°34'36"E	49.76'				
L71	N80°25'59"E	18.41'				
L72	S87°51'18"E	84.22'				
L73	N85°49'01"E 104.9					
L74	N77°39'16"E 36.53					
L75	S87°08'50"E	11.79'				
L76	S30°42'49"E	14.19'				
L77	S64°18'26"E	66.51'				
L78	N1°38'05"E	77.43'				
L79	S83°51'03"E	19.47'				
L80	S16°11'05"E	1.94'				

LINE TABLE				
LINE	BEARING	LENGTH		
L81	S1°38'05"W	72.81'		
L82	N83°51'03"W	37.30'		
L83	N47°44'46"W	32.74'		
L84	N6°27'25"W	64.42'		
L85	N86°27'15"W	4.60'		
L86	S77°02'39"W	34.07'		
L87	N12°57'21"W	34.00'		
L88	N77°02'39"E	34.00'		
L89	S12°57'21"E	7.60'		
L90	N77°02'39"E	9.60'		
L91	S81°41'50"E	10.89'		
L92	S6°27'25"E	36.61'		
L93	S57°26'57"W	16.68'		
L94	N1°22'29"W	64.06'		
L95	N16°11'05"W	10.74'		
L96	S16°11'05"E	17.52'		
L97	S1°22'29"E	65.57'		
L98	N85°45'49"E	214.12'		
L99	S20°57'02"W	1.24'		

CURVE TABLE							
CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD	
C1	1024.00'	177.07'	88.76'	9°54'28"	N85°41'47"E	176.85'	
C2	1020.00'	70.27'	35.15'	3°56'50"	S85°28'52"E	70.26'	
СЗ	1455.00'	438.09'	220.71'	17°15'04"	S87°52'01"W	436.43'	
C4	1545.00'	465.18'	234.37'	17°15'04"	S87°52'01"W	463.43'	
C5	930.00'	255.65'	128.64'	15°45'01"	N88°37'03"E	254.85'	
C6	54.80'	21.40'	10.84'	22°22'29"	S66°18'31"E	21.26'	
C7	171.97'	80.13'	40.81'	26°41'50"	S2°56'24"W	79.41'	
C8	54.80'	3.85'	1.93'	4°01'50"	S79°30'40"E	3.85'	
C9	86.84'	41.41'	21.10'	27°19'10"	N4°44'59"E	41.02'	

CURVE TABLE							
CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD	
C10	151.97'	76.36'	39.00'	28°47'23"	S4°00'53"W	75.56'	
C11	54.80'	82.47'	51.30'	86°13'19"	S75°32'48"E	74.90'	
C12	59.80'	49.18'	26.07'	47°06'59"	S41°14'28"W	47.80'	
C13	59.80'	58.39'	31.76'	55°56'46"	N87°25'46"W	56.10'	
C14	54.80'	74.05'	43.92'	77°25'14"	N3°59'11"E	68.54'	
C15	55.89'	11.30'	5.67'	11°34'45"	S0°40'03"E	11.28'	
C16	55.89'	135.74'	150.11'	139°09'21"	N76°02'06"W	104.75'	
C17	55.89'	70.43'	40.75'	72°11'54"	N29°38'31"E	65.86'	
C18	930.00'	20.66'	. 10.33'	1°16'22"	N80°06'22"E	20.66'	

CO. PROJECT #: 18-0186 CO. SITE #: 19CP0019



PLAT SHOWING THE EXTENSION OF **WOOLRIDGE ROAD** PHASE 3C AND VARIOUS EASEMENTS ACROSS LAND OWNED BY 6801 WOOLRIDGE ROAD -MOSELEY LP

Chesterfield County, Va. Matoaca District Date: Dec. 13, 2019 Scale: 1"=100' J.N.:35079.032 Checked by:G. Delano Sheet3 of 3 Drawn by: D. Pugh



Meeting Date: March 25, 2020 Item Number: 7.A.2.a.4.

Subject:

Acceptance of a Parcel of Land for Citory Way and Hallowell Ridge from RREF-II TFC GREENWICH, LLC.

Board Action Requested:

Accept the conveyance of a parcel of land containing 1.272 acres for Citory Way and Hallowell Ridge from RREF-II TFC GREENWICH, LLC and authorize the County Administrator to execute the deed.

Summary of Information:

Staff requests that the Board of Supervisors accept the conveyance of a parcel of land containing 1.272 acres for Citory Way and Hallowell Ridge from RREF-II TFC GREENWICH, LLC. This conveyance is for the development of Greenwich Walk at Fox Creek Phase 4 and has been reviewed by the site plan team.

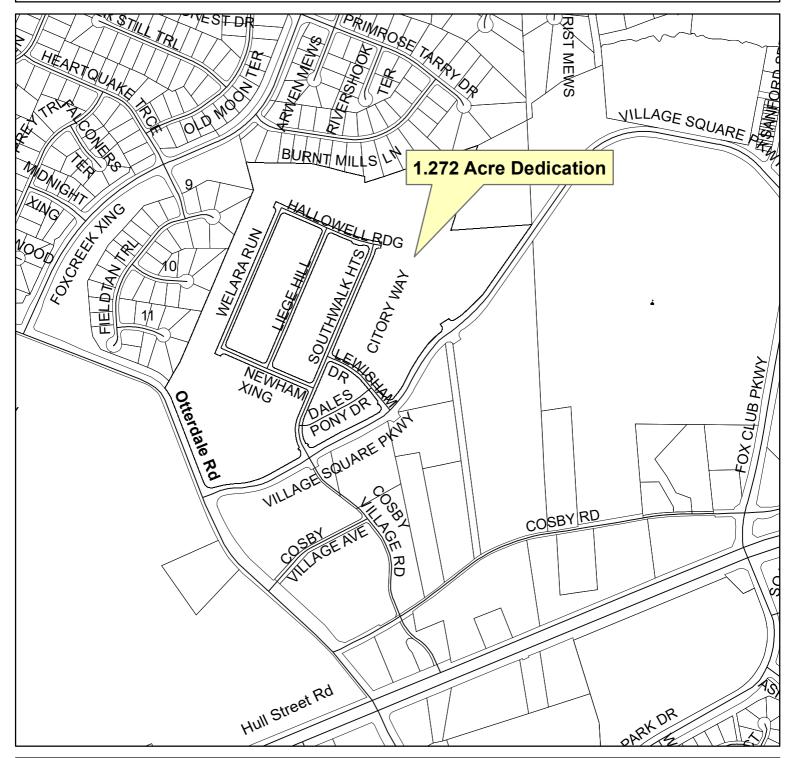
Approval is recommended.

Attachments:

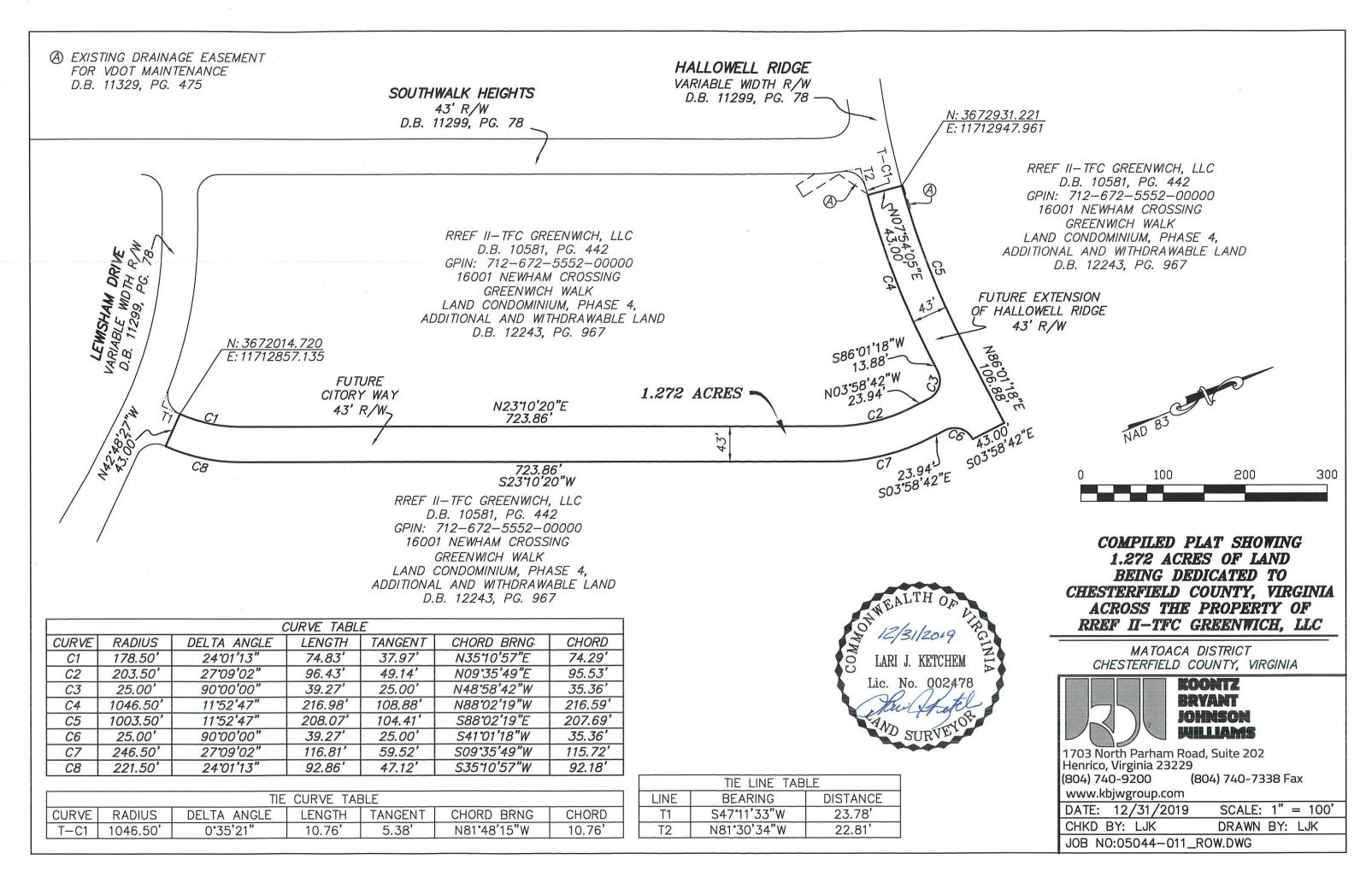
- 1. RREF TFC Greenwich ded sketch
- 2. RREF II TFC Greenwich ded plat

Preparer: John Harmon, Real Property Manager

VICINITY SKETCH Acceptance of a Parcel of Land for Citory Way and Hallowell Ridge from RREF-II TFC GREENWICH, LLC.









Meeting Date: March 25, 2020 Item Number: 7.A.3.

Subject:

2020 Building Bridges Grant - Chesterfield County Sheriff's Office

Board Action Requested:

The Board is requested to approve the grant agreement with Institute for Intergovernmental Research (IRR).

Summary of Information:

This grant is a joint effort between the Sheriff's Office, Commonwealth's Attorney, Community Corrections, Chesterfield Fire and EMS, and Mental Health Support Services. The grant goals are to identify the at risk population for expanded Medication Assisted Treatment (MAT) and treatment outside of incarceration. Grant award is \$93,750. There is no local match requirement for this grant.

Attachments:

None

Preparer: Karl Leonard



Meeting Date: March 25, 2020 Item Number: 7.A.4.

Subject:

Approval of a Fixed Tax Rate and Water and Wastewater Capacity and Service Agreement with Peanut LLC

Board Action Requested:

The Board is requested to approve a tax rate and water and wastewater capacity and service agreement with Peanut LLC.

Summary of Information:

County staff is working with Peanut LLC to locate a project in Chesterfield County. The project investment will provide significant economic benefits to the County including substantial tax revenues. Peanut's decision to locate the project in the County was based in part on the County's favorable tax rates and reliable water supply. Peanut has asked the County to enter into an agreement which will effectively maintain the current business personal property tax rates applicable to the project and an adequate supply of water and wastewater to the project for a term of 30 years. Peanut will be required to pay the same charges and fees as all other similarly situated utility customers.

Staff recommends approval.

Attachments:

None

Preparer: Karen Aylward, Asst. Director



Meeting Date: March 25, 2020 Item Number: 7.A.5.

Subject:

To Set a Public Hearing to Consider an Ordinance to Move the Polling Places for Five Forks Voting Precinct, Winfree's Store Voting Precinct, and Crestwood Voting Precinct

Board Action Requested:

Adopt the attached ordinance to change the polling places for Crestwood Voting Precinct, Five Forks Voting Precinct and Winfree's Store Voting Precinct.

Summary of Information:

The current polling place for Crestwood Voting Precinct in Midlothian Magisterial District (Bon Air Elementary School) does not have adequate parking to conduct an election when schools are open and therefore cannot serve as polling place. Also, the polling place for Five Forks Voting Precinct in Dale Magisterial District (Five Forks Village Clubhouse) is moving to Open Door Baptist Church. Additionally, Winfree's Store Voting Precinct in Matoaca Magisterial District (Union Branch Baptist Church) no longer wants to be a polling place and will be moved to Lake Chesdin Golfers Club.

The attached ordinance proposes to move the polling place for Crestwood Voting Precinct to the Islamic Center of Virginia, for the Five Forks Voting Precinct to Open Door Baptist Church, and for Winfree's Store Voting Precinct to Lake Chesdin Golfers Club. State law requires changes to polling places to be enacted at least 60 days before the November election. Accordingly, these changes must be adopted at the April Board meeting.

Although the General Assembly has enacted a moratorium on changing precinct boundaries until after the 2020 census and redistricting cycle has been concluded, this moratorium does not preclude polling place changes.

Attachments:

- 1. Ordinance Amendment Polling Places for Five Forks, Winfree's Sto
- 2. precinct_210_pollplace_change
- 3. precinct 304 pollplace change
- 4. precinct 502 pollplace change

Preparer: <u>Jeff Mincks, County Attorney</u>

AN ORDINANCE TO AMEND THE <u>CODE OF THE COUNTY OF</u> <u>CHESTERFIELD</u>, 1997, AS AMENDED, BY AMENDING AND RE-ENACTING SECTION 7-3 BY MOVING THE POLLING PLACES FIVE FORKS VOTING PRECINCT, WINFREE'S STORE VOTING PRECINCT AND CRESTWOOD VOTING PRECINCT

BE IT ORDAINED by the Board of Supervisors of Chesterfield County:

(1) That Section 7-3 of the <u>Code of the County of Chesterfield</u>, 1997, as amended, is amended and re-enacted to read as follows:

Sec. 7-3. Precinct boundaries and polling places.

The following shall be the precinct boundaries and polling places for magisterial districts in the county:

000

DALE MAGISTERIAL DISTRICT

000

Five Forks Voting Precinct (210):

0 0 0

The voting place of Five Forks Voting Precinct shall be Five Forks Village Clubhouse, 8301 Five Forks Lane Open Door Baptist Church, 7151 Belmont Rd.

0 0 0

MATOACA MAGISTERIAL DISTRICT

o o o

Winfree's Store Voting Precinct (304):

000

The voting place for Winfree's Store Voting Precinct shall be Union Branch Baptist Church, 11519 River Road Lake Chesdin Golfers Club, 21801 Lake Chesdin Parkway.

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0433:116677.1

MIDLOTHIAN MAGISTERIAL DISTRICT

000

Crestwood Voting Precinct (502):

000

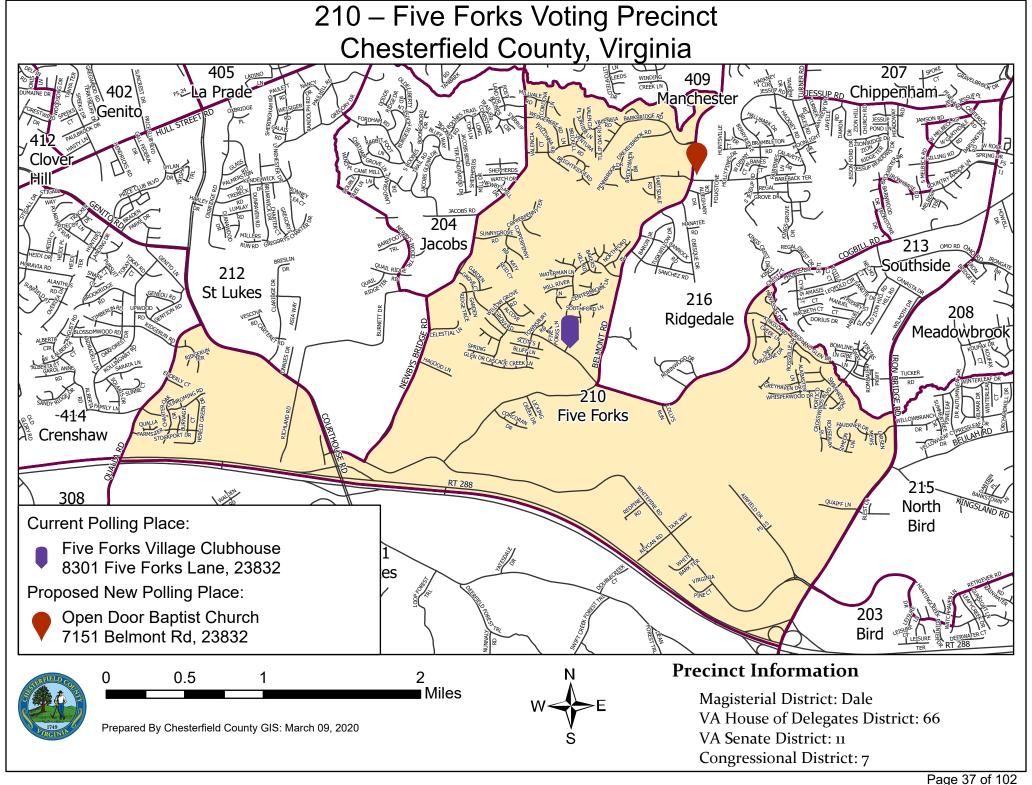
The voting place for Crestwood Voting Precinct shall be Bon Air Elementary School, 8701 Polk Street Islamic Center of Virginia, 1241 Buford Rd.

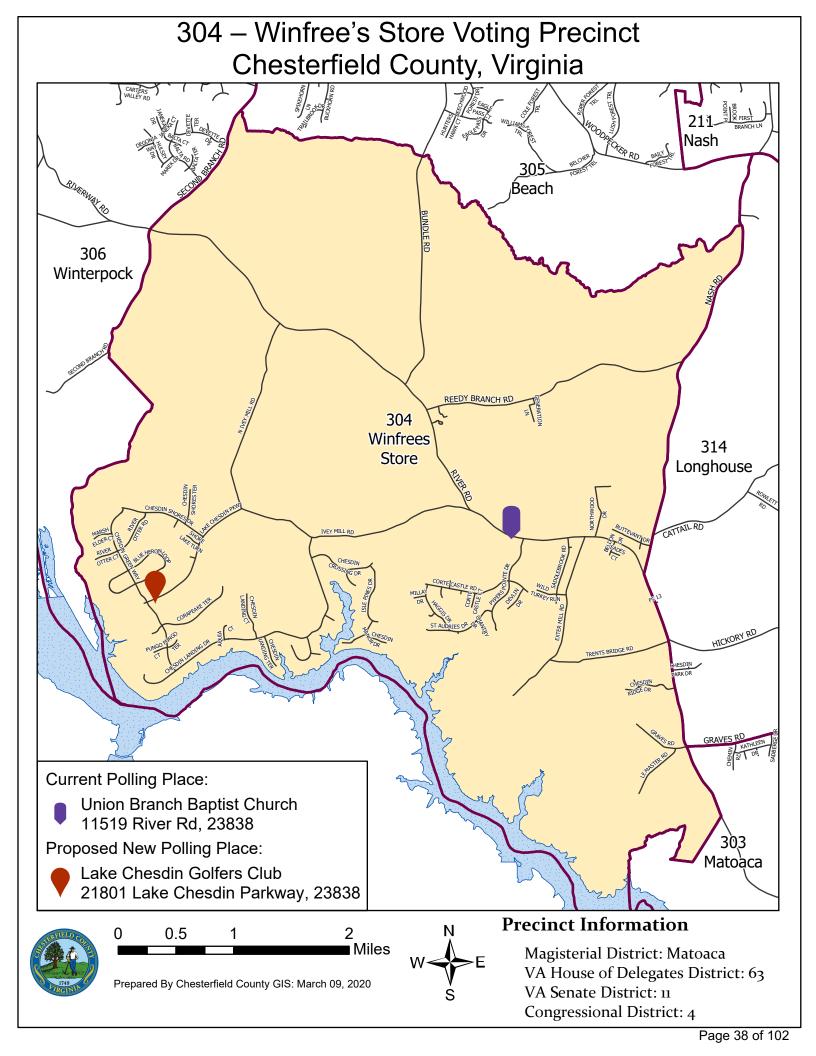
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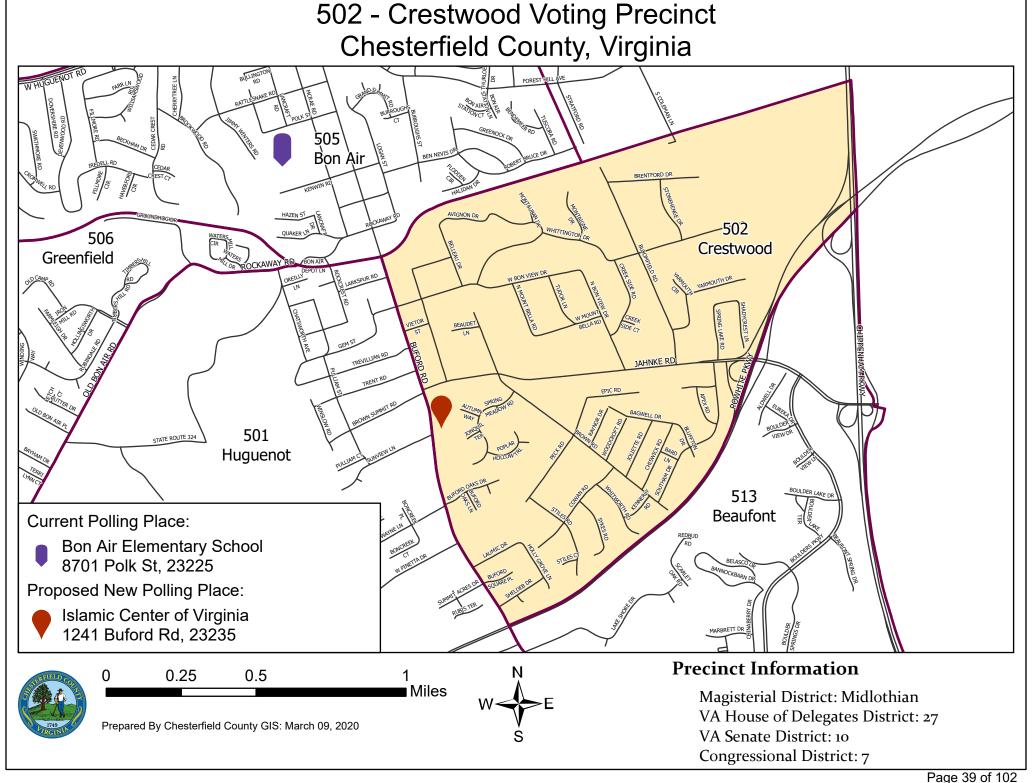
2

(2) That this ordinance shall become effective immediately upon adoption.

0433:116677.1









Meeting Date: March 25, 2020 Item Number: 7.A.6.

Subject:

Assignment of Airport Hangar Lease from Innovation Hangar, Inc. to 5G Air LLC

Board Action Requested:

Authorize assignment of existing land lease for North Ramp Pad Site 4 held by Innovation Hangar, Inc. to 5G Air LLC.

Summary of Information:

In 2018, the Board approved a land lease with Innovation Hangar, Inc. (Innovation) for construction of a 10,000 square foot aircraft hangar on Pad Site 4 of the Airport North Ramp. Efforts to construct the hangar have progressed, but Innovation recently informed the County that business dealings of their parent company, Blueprint Automation, are shifting increasingly overseas. Accordingly, their needs for domestic aviation services are declining. Hence, they no longer have a need for the hangar.

Innovation entered into discussions with 5G Air, LLC (5G) for assignment of the lease, which is allowable under lease terms, and agreement was reached. 5G currently holds a land lease with the County for North Ramp Pad Sites 1 and 2 and is the LLC through which Richmond Executive Aviation, a Fixed Based Operator at the Airport, is constructing their hangars.

Final assignment of the lease requires County approval. All lease terms will remain in force with the exception that 5G will have two years from the date of assignment commencement to complete construction of the hangar. This is the same construction timeline requirement as in the Innovation lease.

Staff recommends approval.

Attachments:

None

Preparer: Clay Bowles, Director



Meeting Date: March 25, 2020 Item Number: 7.A.7.

Subject:

Confirmation and Consent to the Declaration of a Local Emergency in Chesterfield County as a Result of the Threat Posed by the COVID-19 Virus

Board Action Requested:

Adopt the attached resolution confirming and consenting to the declaration of a local emergency in Chesterfield County due to the threat posed by the COVID-19 virus.

Summary of Information:

The Coronavirus (COVID-19) pandemic has severely impacted localities in the Commonwealth. On March 12, 2020, the Governor declared a state of emergency in response to the continued spread of COVID-19. On March 13, 2020, pursuant to Sec. 44-146.21 of the Code of Virginia, the County's Director of Emergency Management declared the existence of a County-wide emergency, which declaration was publicly announced by the Chair of the Board of Supervisors, Ms. Leslie Haley, in conjunction with similar announcements by representatives of Central Virginia area localities.

Under Sec. 44-146.21, the Board needs to confirm and consent to the emergency declaration at its next public meeting by adopting the attached resolution.

Adoption of the resolution will ensure that the County and its officials have the full authority granted by Virginia law to respond to the threat posed by COVID-19.

Attachments:

1. Emergency Declaration COVID-19-ER

Preparer: <u>Jeff Mincks, County Attorney</u>

A RESOLUTION TO CONFIRM AND CONSENT TO THE DECLARATION OF A LOCAL EMERGENCY

WHEREAS, the World Health Organization declared on January 30, 2020 the coronavirus (COVID-19), a communicable disease, to be a "public health emergency of international concern" and characterized its spread internationally as a pandemic on March 11, 2020; and

WHEREAS, pursuant to the authority granted by § 44-146.21(A) of the Code of Virginia, Joseph P. Casey, County Administrator, as Director of Emergency Management for the County of Chesterfield, Virginia, declared the existence of a local emergency at 10:00AM on March 13, 2020 in order to provide preparedness, response, recovery and other activities to protect life, property, and operations threatened by the effects of COVID-19; and

WHEREAS, COVID-19 may create significant impacts on the County, including reduced public safety services, healthcare services, and county resources; and

WHEREAS, the County of Chesterfield faces an imminent public health threat posed by and resulting from COVID-19; and

WHEREAS, the anticipated effects of COVID-19 constitute a disaster as described in § 44-146.16 of the Code of Virginia (Code); and

WHEREAS, in accordance with the local emergency declaration and § 44-146.21 of the Code of Virginia, the County's Emergency Operations Plan is activated and all furnishing of aid and assistance thereunder is authorized, and the County Administrator, as the Director of Emergency Management, is authorized by this Board to undertake all necessary actions authorized by § 44-146.21(C) of the Code of Virginia.

NOW, THEREFORE, BE IT RESOLVED by the Chesterfield County Board of Supervisors this 25th day of March 2020,

- 1) that the act of the County Administrator, as the Director of Emergency Management, in declaring a local emergency is hereby consented to and confirmed, as are all actions set forth above which are taken pursuant to that declaration;
- 2) that all actions, powers, functions, and duties of the Director of Emergency Management and the emergency management organization have been and shall be those prescribed by State law and the ordinances, resolutions, and approved plans of the County of Chesterfield so as to mitigate the effects of said emergency; and
- 3) that once all emergency actions pursuant to the declaration of a local emergency have been taken, as determined by the Director of Emergency Management, the declared emergency shall be ended without further action of this Board of Supervisors.

Chair		
Board of Supe	ervisors of Cheste	erfield County



Meeting Date: March 25, 2020 Item Number: 7.A.8.

Subject:

Emergency Adoption of an Ordinance 1) to Add Section 9-160 to Chapter 9, Article XI, of the Code of the County of Chesterfield Relating to Waiver of Penalties and Interest on Unpaid Transient Occupancy Taxes During a Declared Emergency and 2) to Amend Section 18-29 Relating to the Waiver of Penalties and Interest on Unpaid Utility Bills During a Declared Emergency

Board Action Requested:

Adopt on an emergency basis the attached ordinance 1) adding Section 9-160 to Chapter 9, Article XI of the Code of the County of Chesterfield waiving penalties and interest on unpaid transient occupancy taxes during a declared emergency and 2) amending Section 18-29 relating to the waiver of penalties and interest on unpaid utility bills during a declared emergency.

Summary of Information:

The Coronavirus (COVID-19) pandemic has severely impacted localities in the Commonwealth. On March 12, 2020, the Governor declared a state of emergency in response to the continued spread of COVID-19. On March 12, 2020, pursuant to Sec. 44-146.21 of the Code of Virginia, the County's Director of Emergency Management declared the existence of an emergency County-wide.

The hotel industry has been severely impacted by the COVID-19 pandemic and has requested temporary relief from penalties and interests during the declared emergency to allow them to financially weather the emergency. This will not have a significant impact on the County's finances.

Additionally, many County citizens may be experiencing loss of a job, or decreased hours in their employment. These citizens may ultimately be forced to use their reduced income to make mortgage or rental payments and buy food and medical insurance with little left over to make utility payments. The Department of Utilities has already suspended service disconnection for nonpayment. However, during the current pandemic, County utility customers may need additional financial help to manage the payment of utility bills. Staff is proposing that the County suspend the imposition of penalties and interest on unpaid utility bills for the duration of the declared emergency and 30 days after the end of the declared emergency. During FY20, of the average \$2.4 million collected in payment of utility bills per week, approximately \$32,000, or 1.3% of total average revenue was penalties and interest.

The attached ordinance grants this temporary relief and will expire 30 days after the conclusion of the declared emergency.

The Board will need to hold a public hearing and readopt this ordinance within 60 days under state law. At that time, the Board will be able to assess how these waiver programs are functioning and whether changes need to be made. Also, staff will be analyzing applying similar waivers to the County's other taxation programs.

Attachments:

1. Ordinance - Add Section 9-160 - Transient Occupancy Tax - COVID-19 (1)

Preparer: <u>Jeff Mincks, County Attorney</u>

AN ORDINANCE 1) TO AMEND THE CODE OF THE COUNTY OF CHESTERFIELD, 1997, AS AMENDED, BY ADDING SECTION 9-160 TO CHAPTER 9, ARTICLE XI RELATING TO THE WAIVER OF PENALTIES AND INTEREST ON UNPAID TRANSIENT OCCUPANCY TAXES AND 2) TO AMEND SECTION 18-29 RELATING TO THE WAIVER OF PENALTIES AND INTEREST ON UNPAID UTILITY BILLS DURING A DECLARED EMERGENCY

BE IT ORDAINED by the Board of Supervisors of Chesterfield County:

(1) That Section 9-160 of the Code of the County of Chesterfield, 1997, as amended, shall be added to Chapter 9, Article XI of the County Code to read as follows:

Sec. 9-160. - Waiver of Penalties and Interest on Transient Occupancy Taxes During Declared Emergency.

During an emergency declared by the Commonwealth of Virginia, or by the County, or both, and for 30 days after the end of the declared emergency, the penalty and interest provisions of County Code Section 9-157(a) shall be waived.

(2) That Section 18-29 of the Code of the County of Chesterfield, 1997, as amended, shall be amended and re-enacted as follows:

Sec. 18-29. - Late payment of bills; penalty and interest charges.

- The county shall apply a delinquent charge of \$1.50 or five percent of the unpaid bill, whichever is greater, to all utility bills that are not paid within 25 days after the date of the bill. Additionally, interest shall accrue on all bills that are not paid within 25 days of the date of the bill at the rate of one percent per month. For purposes of this section, a bill is paid when payment is received by the treasurer. The penalties and interest described in this section shall be waived during an emergency declared by the Commonwealth of Virginia, or by the County, or both, and for 30 days after the conclusion of the declared emergency.
 - (3) That this ordinance shall become effective immediately upon adoption.



Meeting Date: March 25, 2020 Item Number: 7.A.9.

Subject:

Continuity of County Government Ordinance

Board Action Requested:

Adoption of attached ordinance on emergency basis.

Summary of Information:

On March 12, 2020, the Governor of Virginia declared a state of emergency in Virginia in response to the spread of the novel coronavirus COVID-19 (the "virus"). The Governor's declaration also acknowledged the existence of a disaster as defined by Virginia Code § 44-146.16 arising from the public health threat presented by a communicable disease that is anticipated to spread widely. On March 13, 2020, the President of the United States declared a national emergency in response to the spread of the virus.

Also, on March 13, 2020, pursuant to Va. Code § 44-146.21, the County's Director of Emergency Management declared the existence of a County-wide emergency, which declaration is subject to confirmation and consent by the Board of Supervisors at this meeting. That action likewise recognizes that the threat of the virus constitutes the existence of a disaster.

The virus presents an imminent public health threat and has seriously impacted the County, its officials, employees, and citizens, as well as the provision of public services by County government. To ensure the continuity of County government, Va. Code § 15.2-1413 provides that, during the time of a declared disaster, the County may adopt an ordinance that provides a method for continuity of the County government, notwithstanding other contrary provisions of law, for a time period not exceeding six months, unless extended by the Board.

The attached ordinance would, among other things, provide the County with flexibility to respond to the challenges and disruptions caused by the virus, and allow the Board and other Chesterfield County boards, commissions, committees, and other entities to continue to meet when necessary under modified meeting and public hearing rules and procedures. The ordinance generally allows the County to function during the disaster as may be required to protect the health, safety, and general welfare of the County and County staff and citizens and to ensure the continuity of County government and its operations. Staff recommends adoption of the attached ordinance on an emergency basis.

Attachments:

1. Ordinance - Continuity of Government

Preparer: <u>Jeff Mincks, County Attorney</u>

AN ORDINANCE PROVIDING FOR THE CONTINUITY OF COUNTY GOVERNMENT DURING TIME OF DECLARED NATIONAL, STATE, AND LOCAL EMERGENCY AND DISASTER

BE IT ORDAINED by the Board of Supervisors of Chesterfield County:

(1) That the following is hereby is enacted:

CONTINUITY OF COUNTY GOVERNMENT

- (a) <u>Declaration of policy</u>. Because of the rapid spread of the novel coronavirus, COVID-19 (the "virus") in the County, and pursuant to the declarations of national, state and local emergency and disaster pertaining to the virus, the Board of Supervisors desires to ensure the continuation of effective, legally constituted governance of the County during this disaster, to ensure the continuation of essential government functions and responsibilities, and to facilitate the early resumption of functions temporarily suspended, eliminated, or modified. In accordance with these declarations, and pursuant to the authority granted to the County by the General Assembly in Va. Code § 15.2-1413 (providing for continuity of government during a disaster), as well as the authority granted by Section 3.5 of the County's Charter to preserve public peace and good order and to adopt ordinances necessary for the general welfare of the County, the Board enacts this ordinance.
- (b) <u>Provisions</u>. During the duration of this emergency and disaster, but not to exceed six months from adoption of this ordinance unless the ordinance is readopted by the Board, the following provisions are in effect.
 - (i) The County Administrator is authorized to restrict County staff and the public from entering or congregating around County-owned buildings, facilities, and real property as necessary to ensure the health, safety, and welfare of the public and staff and is authorized to regulate the use of such buildings, facilities, and real property for the public health, safety, and welfare.
 - (ii) Meetings of the Board of Supervisors, the Planning Commission, and other Chesterfield County governmental entities of any kind (including, without limitation and the greatest extent legally permissible, boards, committees, authorities, commissions, agencies, and other entities) are authorized to be held through electronic communication means, without a quorum of members physically present in a single location, provided that notice of such meetings is provided in accordance with applicable laws to the extent practicable. Such meetings may be held without permitting the public to be physically present in a central location, or in the same physical location as members of the Board or other County bodies, so long as alternative arrangements for public access to such meetings are made. Such alternative public access may include, without limitation, access by electronic, social media, internet, audio, telephonic, or video broadcast means.
 - (iii) Public hearings that are usually required by law to be held before the Board, Planning Commission, or other County entities may be modified to ensure the continuity

of government. The County Administrator is authorized to adopt procedures that will allow participation by the public that is consistent with the need to protect the public health, safety and welfare with respect to the virus. Such procedures may include, among other things, solicitation of public comment by written, internet, email, electronic or telephonic means prior to a vote. All such comments will be provided to Board members and made a part of the record of such meeting.

- (iv) The Board and the County Administrator are each authorized to modify, limit, or suspend County programs, functions, or services as needed to ensure the effective continuity of government.
- (v) Any policy, rule, or regulation adopted by the Board, the Planning Commission, or any other County body that is inconsistent with this ordinance, or inconsistent with any policies or procedures adopted by the Board or the County Administrator pursuant to this ordinance, is suspended to the extent of the inconsistency during the duration of this ordinance.
- (vi) Consistent with the requirements of the United States and Virginia Constitutions, the Board of Supervisors and the County Administrator are each authorized to adopt and implement such policies, rules, and procedures that are deemed reasonably necessary to ensure the continuity of County government, the provision of County services to citizens, and the protection of the health, safety, and general welfare of County citizens, officials, and staff during the time that this ordinance is in effect.
- (vii) References to the County Administrator shall include a designee authorized by the County Administrator.
- c. <u>Limited duration</u>. This ordinance shall be in effect until repealed by the Board, or until six months from the date of adoption, whichever comes first. The ordinance may be readopted if the Board deems it necessary. Upon repeal or expiration of the ordinance, governmental activity shall resume as normal and in accordance with customary procedures to the extent, and as soon as, practicable
 - (2) That this ordinance shall become effective immediately upon adoption.



Meeting Date: March 25, 2020 Item Number: 7.A.10.

Subject:

Appointment of Emergency Management Coordinator

Board Action Requested:

The Board is requested to consent to the appointment of Jessica Robison as Coordinator of Emergency Management for Chesterfield County, effective March 7, 2020.

Summary of Information:

The Emergency Management Coordinator serves as a division head in the Chesterfield Fire and EMS Department. The responsibilities of the position include the coordination of disaster mitigation, preparation, response and recovery efforts for the County. Ms. Jessica Robison was serving as the County's Deputy Emergency Management Coordinator and, effective March 7, 2020, she was appointed the Interim Coordinator of Emergency Management as the Coordinator position was vacant.

In accordance with Virginia Code §44-146.19(B)(2), the County Administrator, as Director of Emergency Management for the County, must formally appoint a Coordinator of Emergency Management who will fulfill the obligations imposed by Virginia's Emergency Services and Disaster Law, as well as the corresponding regulations. The appointment pursuant to Virginia Code §44-146.19(B)(2) requires the consent of the Board of Supervisors. Accordingly, the Board is requested, pursuant to Virginia Code §44-146.19(B)(2), to consent to the appointment of Jessica Robison as Emergency Management Coordinator for Chesterfield County.

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None

Preparer: Joe Casey, County Administrator



Meeting Date: March 25, 2020 Item Number: 10.A.

Subject:

Proposed Ordinance Amendments Relating to Department of Utilities Fee Changes

Board Action Requested:

Hold a public hearing on proposed ordinance amendments relating to Department of Utilities fee changes.

Summary of Information:

This date and time has been scheduled to hold a public hearing on proposed Utilities ordinance fee changes.

The Utilities Department's analysis of the FY2021 budget, capital replacement and maintenance projects, and projections over the next ten years indicate that current revenues, without fee increases, will not be sufficient to cover operating and capital expenses. As an enterprise fund fully supported by payments from users, fee increases are necessary to offset costs of capital projects for rehabilitation of pump stations, new and replacement water tanks, new and replacement water and wastewater lines, investments in older neighborhoods to replace water and wastewater lines, the County's contractual share of Richmond water plant projects, as well as maintaining the integrity of the County's water and wastewater facilities. The additional revenues are required to meet the projected longer term operating and capital costs. This rate setting approach supports a financial plan to manage current and projected capital expenses and is prudent financial management necessary to maintain the triple AAA bond rating. The proposed changes in utility rates are displayed below.

Fee: Rate:

Customer cost charges \$5.08/month Water commodity cost charge \$2.25/CCF

Water capacity cost charge \$7.95/ERU/month

Wastewater commodity cost charge \$2.29/CCF

Wastewater capacity cost charge \$14.15/ERU/month

A net total increase of \$2.7 million in revenues is anticipated from the change in the unit rate of the commodity charges and the water capacity charge (\$2.1 million in commodity charges and \$600,000 in the water capacity charge). The customer and wastewater capacity charges are unchanged from FY2020. A typical residential combined water and wastewater charge will increase \$1.29 per month, from \$57.67 to \$58.96, based on consumption of 7 CCFs (one CCF is 100 cubic feet or 748 gallons of water).

Utility Connection Fees - The Department's analysis of costs for expansion projects and projections over the next ten years reflect the need to adjust the water capital cost recovery charge portion of connection fees to cover capital costs. For a 5/8" residential size meter, the water capital cost recovery charge is proposed to increase from \$5,725 to \$6,000 (generating an additional \$500,000 in revenue). The capital cost recovery charge fees for larger meters will increase proportionately based on meter size. There are no proposed fee changes for the wastewater capital cost recovery charge portion of connection fees.

Companion Meter Installation Charge - The Department's analysis of the materials, equipment, and operational costs associated with the installation of a residential companion meter for irrigation usage indicates an increase is necessary to recover the costs. The companion meter installation charge will increase \$25, from \$500 to \$525.

The proposed ordinance is attached.

Attachments:

1. Utilities Take Notice Ad

Preparer: Andrea Peeks, Director of Budget and Management

TAKE NOTIC

Take notice that the Board of Supervisors of Chesterfield County, Virginia, at an adjourned meeting on Wednesday, March 25, 2020, at 6 p.m. in the County Public Meeting Room at 10001 Iron Bridge Road, will hold a public hearing to consider:

An ordinance to amend the Code of the County of Chesterfield, 1997, as amended, by amending and re-enacting Sections 18-22 and 18-27 relating to utilities connection fees and utilities user charges.

This ordinance is being proposed pursuant to authority granted to the County by Va. Code §§ 15.2-2109, 15.2-2118, 15.2-2119, 15.2-2122, and 15.2-2143. The full text of the ordinance is reproduced below. A copy of the ordinance is also on file in the County Administrator's office, Room 504, 9901 Lori Road, Chesterfield County, Virginia and may be examined by all interested persons between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday.

The hearing will be open to the public and will be accessible to persons with disabilities. The Board of Supervisors will allow the public an opportunity to speak. To sign up to speak, or request special accommodations, call the Clerk to the Board of Supervisors at 804-748-1200. Speakers may also sign up in person at 5:45 p.m. before the public hearing. Persons needing interpreter services must notify the Clerk to the Board no later than Friday, March 20, 2020.

AN ORDINANCE TO AMEND THE CODE OF THE COUNTY OF CHESTERFIELD, 1997, AS AMENDED, BY AMENDING AND RE-ENACTING SECTIONS 18-22 AND 18-27 RELATING TO UTILITIES CONNECTION FEES AND UTILITIES USER CHARGES

BE IT ORDAINED by the Board of Supervisors of Chesterfield County:

That Sections 18-22 and 18-27 of the Code of the County of Chesterfield, 1997, as amended, are amended and re-enacted to read as follows:

Sec. 18-22. - Connection fees.

- The water connection fee shall be the capital cost recovery charge plus the meter installation charge based on the (a) size of the water meter that the director installs. The wastewater connection fee shall be the capital cost recovery charge for the size of the water meter that serves the property, or, if the property does not receive water service, the size of the water meter that would serve the property if it received water service. The service(s) furnished through these facilities shall not extend to another property/parcel nor will the service be transferable to another property/parcel.
- The capital cost recovery charge shall be:

		Meter	Number	Capital Cost Re	covery Charge
Customer Class		Size (inches)	of ERU's per Unit	Water	Wastewater
(i)	For a dwelling, single-family, including townhouses, manufactured homes that are not located in a manufactured home park, and individually metered multifamily dwelling units	5/8	1.00	\$6,000.00	\$5,400.00
(ii)	For a dwelling, two-family (per unit)	5/8	1.00	6,000.00	5,400.00
(iii)	For manufactured homes that are located in a manufactured home park and for master metered multiple-family dwellings other than multiple-family dwellings used exclusively as housing for colleges and/or universities (per unit)		0.85	5,100.00	4,590.00
(iv)	For all other customer classes	5/8	1.00	6,000.00	5,400.00
		1	2.50	15,000.00	13,500.00
		1½	5.00	30,000.00	27,000.00
		2	8.00	48,000.00	43,200.00
		3	16.00	96,000.00	86,400.00
		4	25.00	150,000.00	135,000.00
		6	50.00	300,000.00	270,000.00
		8	80.00	480,000.00	432,000.00
		10	115.00	690,000.00	621,000.00
		12	155.00	930,000.00	837,000.00
The capital cost recovery charge for meters that are larger than 12 inches shall be determined by the director based on the number of ERUs per unit.					
(v)	The capital cost recovery charge for a dwelling that is served by a meter that is larger than five-eighths (5/8) inch			nths (5/8) inch	

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shall be the same capital cost recovery charge in subsection (b)(iv).

(c) The meter and water service line installation charge shall be: For installing water service lines:

Inches

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5/8	\$1,900.00	
1	\$2,150.00	
1½	\$4,150.00	
2	\$4,700.00	
For installing meters:		

Inches

menee	onargo	
5/8	\$80.00	
1	\$130.00	
1½	\$320.00	
2	\$420.00	
For installing residential outside use meters using existing service lines: \$525.00.		

Charge

A consumer who has paid a connection fee shall pay the monthly service charge and ancillary charges irrespective

of whether the consumer is actually receiving utility service.

Effective with bills issued on and after July 1, 2020, the consumer shall pay charges for utility service in accordance with the

(3)

following schedules: (a)

(3)

(2)

Sec. 18-27. - Utility charges.

- Monthly service charges. The monthly service charge shall be: Customer cost charge. A customer cost charge of \$2.54 for each service account. However, customers who
 - have only a water account or a wastewater account shall pay a customer cost charge of \$5.08. (2) Commodity cost charge.
 - Water: \$2.25 per 100 cubic feet (Ccf).
 - Wastewater: \$2.29 per 100 cubic feet (Ccf).
 - Capacity cost charge.

		Meter Size	Number of ERUs per Unit	Monthly Capacity Charge	
	Customer Class			Water	Wastewater
(i)	Dwelling, single-family, including townhouses and manufactured homes that are not located in a manufactured home park	5/8	1.00	\$7.95	\$14.15
(ii)	Dwelling, two-family (per unit)	5/8	1.00	7.95	14.15
(iii)	Manufactured homes that are located in a manufactured home park and multiple-family dwellings other than multiple-family dwellings used exclusively as housing for colleges or universities (per unit)		0.85	6.76	12.03
(iv)	All other customer classes	5/8 and 3/4	1.00	7.95	14.15
		1	2.50	19.88	35.38
		1½	5.00	39.75	70.75
		2	8.00	63.60	113.20
		3	16.00	127.20	226.40
		4	25.00	198.75	353.75
		6	50.00	397.50	707.50
		8	80.00	636.00	1,132.00
		10	115.00	914.25	1,627.25
		12	155.00	1,232.25	2,193.25
(v)	The capacity cost charge for a dwelling that is serve	d by a meter t	hat is larger tha	n five-eighths inch	shall be the

capacity cost charge in subsection (a)(3)(iv)

Where service has been established through the payment of a connection fee, consumers shall (d) pay the monthly service charge and ancillary charges, irrespective of whether the consumer is actually receiving utility service.



Meeting Date: March 25, 2020 Item Number: 10.B.

Subject:

Proposed 2020 Tax Rates

Board Action Requested:

Hold a Public Hearing on the Proposed 2020 Tax Rates Ordinance

Summary of Information:

This date and time has been scheduled to hold a public hearing on tax rates for the tax year 2020. The County Administrator's Proposed FY2021 Budget holds rates constant with those in tax year 2019.

The real estate tax rate advertised for this public hearing is \$0.95. All tax rates were advertised unchanged from 2019. Based on the advertisement, the Board of Supervisors cannot adopt tax rates higher than those advertised.

Attachments:

1. Ordinance to Establish the Annual Tax Levy on Various Classes - 2020

Preparer: Andrea Peeks, Director of Budget and Management

AN ORDINANCE TO ESTABLISH THE ANNUAL TAX LEVY ON VARIOUS CLASSES OF PROPERTY FOR THE COUNTY OF CHESTERFIELD

BE IT ORDAINED by the Board of Supervisors of Chesterfield County:

(1) That for the year beginning on the first day of January, 2020, and ending on the thirty-first day of December, 2020, the taxes on property in all the Magisterial Districts of the County of Chesterfield shall be as follows:

Sec. 1. Real Property and Mobile Homes.

- (a) Except as provided in Sec. 1 (b), on tracts of land, lots or improvements thereon and on mobile homes the tax shall be \$0.95 on every \$100 of assessed value thereof
- (b) On tracts of land, lots or improvements thereon and on mobile homes in the Powhite Parkway-Charter Colony Parkway Interchange Service District the tax shall be the tax provided in Sec. 1 (a) plus \$0.15 on every \$100 of assessed value thereof.

Sec. 2. Personal Property.

- (a) On automobiles, trailers, boats, boat trailers, other motor vehicles and on all tangible personal property used or held in connection with any mining, manufacturing or other business, trade, occupation or profession, including furnishings, furniture and appliances in rental units, the tax shall be \$3.60 on every \$100 of the assessed value thereof.
- (b) On aircraft as defined by Section 58.1-3503 and -3506 of the <u>Code of Virginia</u>, 1950, as amended, the tax shall be \$.50 on every \$100 of the assessed value thereof.
- (c) On motor vehicles owned or leased by members of volunteer rescue squads, volunteer fire departments, volunteer police chaplains and by auxiliary police officers as provided in Section 9-57, Code of the County of Chesterfield, 1997, as amended, the tax shall be \$.96 on every \$100 of the assessed value thereof.
- (d) On wild or exotic animals as defined by Section 58.1-3506 of the Code of Virginia, 1950, as amended, the tax shall be \$0.01 on every \$100 of the assessed value thereof.
- (e) On motor vehicles which use clean special fuels as defined in Section 46.2-749.3 of the Code of Virginia, 1950, as amended, the tax shall be \$3.24 on every \$100 of the assessed value thereof.

- (f) On motor vehicles, trailers, and semitrailers with a gross vehicle weight of 10,000 pounds or more used to transport property for hire by a motor carrier engaged in interstate commerce, the tax shall be \$.96 on every \$100 of the assessed value thereof.
- (g) On motor vehicles which are specially equipped to provide transportation for physically handicapped individuals, the tax shall be \$.01 on every \$100 of the assessed value thereof.
- (h) On computer equipment and peripherals used in a data center as defined by Section 58.1-3506(A)(43) of the Code of Virginia, 1950, as amended, the tax shall be \$0.24 on every \$100 of assessed value thereof.

Sec. 3. Public Service Corporation Property.

- (a) On that portion of real estate and tangible personal property of public service corporations which has been equalized as provided in Section 58.1-2604 of the Code of Virginia, 1950, as amended, the tax shall be \$0.95 on every \$100 of the assessed value thereof determined by the State Corporation Commission.
- (b) The foregoing subsections to the contrary notwithstanding, on automobiles and trucks belonging to such public service corporations the tax shall be \$3.60 on every \$100 of assessed value thereof.

Sec. 4. Machinery and Tools.

On machinery and tools used in a manufacturing or mining business the tax shall be \$1.00 on every \$100 assessed value thereof.



Meeting Date: March 25, 2020 Item Number: 10.C.

Subject:

FY2021 Proposed Budget

Board Action Requested:

Hold a Public Hearing on the FY2021 Proposed Budget

Summary of Information:

This date and time has been scheduled to hold a public hearing on the County Administrator's FY2021 Proposed Budget which totals \$1,524,158,100.

Attachments:

None

Preparer: Andrea Peeks, Director of Budget and Management



Meeting Date: March 25, 2020 Item Number: 10.D.

Subject:

FY2021-2025 Proposed Capital Improvement Program

Board Action Requested:

Hold a Public Hearing to Consider the FY2021-2025 Proposed Capital Improvement Program.

Summary of Information:

This date and time has been scheduled to hold a public hearing on the County Administrator's Proposed five-year Capital Improvement Program for FY2021-2025, which totals \$989,597,200 for County, Roads, Schools, and Utility projects as follows:

Total	\$989,597,200
Utility Projects	264,985,000
School Projects	371,921,100
Roads	96,466,600
General County Projects	\$256,224,500

Attachments:

None

Preparer: Andrea Peeks, Director of Budget and Management



Meeting Date: March 25, 2020 Item Number: 10.E.

Subject:

FY2021 Proposed Community Development Block Grant and the HOME Investment Partnership Annual Plan

Board Action Requested:

Hold a Public Hearing on the FY2021 Proposed Community Development Block Grant and the HOME Investment Partnership Annual Plan

Summary of Information:

This date and time has been scheduled to hold a public hearing on the FY2021 Proposed Community Development Block Grant and the HOME Investment Partnership Annual Plan. The FY2021 recommendation for this program totals \$2,067,500, which is comprised of \$1,464,100 in new CDBG allotments and \$603,400 in new HOME Investment Partnership allotments. These allocations are based upon the final award notification from HUD of an approved grant amount for FY2021.

The County's Community Development Block Grant and HOME Investment Partnership Annual Plan for FY2021 is required to be submitted to the U.S. Department of Housing and Urban Development by May 15, 2020. The submission must follow a required public hearing by the Board of Supervisors.

Attachments:

None

Preparer: Andrea Peeks, Director of Budget and Management



Meeting Date: March 25, 2020 Item Number: 10.F.

Subject:

Proposed Amendment to Section 9.25 of the Code of the County of Chesterfield related to the Tax Relief Program

Board Action Requested:

Hold a Public Hearing on the Proposed Amendment to Section 9.25 of the Code of the County of Chesterfield related to the Tax Relief Program

Summary of Information:

This date and time has been scheduled to hold a public hearing on the proposed amendment to Section 9.25 of the Code of the County of Chesterfield related to the Tax Relief Program.

In accordance with VA Code Section 58.1-3210 Chesterfield County has exercised the option to provide real estate tax relief to seniors aged 65 and over and citizens who are deemed permanently and totally disabled as defined by VA Code Section 58.1-3217. The real estate tax relief program is administered by the Commissioner of the Revenue. The Board of Supervisors has the authority to set eligibility requirements for income and assets to quality for tax relief. These are set out in County Code Sections 9-24 to 9-27. The proposed amendment to the Tax Relief Program changes the income level at which citizens receive 100% tax relief from \$27,200, to \$28,000, retroactively effective January 1, 2020. The intent of this change is to restore full relief to those citizens whose tax relief reduced from 100% to 60%, due to a 1.6% Social Security increase effective December 2019. The chart listed below illustrates the current tax relief levels compared to the proposed

Current Income Level	Proposed Income	Tax Relief %
	Level	
Up to \$27,200	Up to \$28,000	100%
\$27,201-\$39,000	\$28,001-\$39,000	60%
\$39,001-\$52,000	\$39,001-\$52,000	35%

Attachments:

1. Ordinance Amendment to 9-25 Tax Relief

Preparer: <u>Andrea Peeks, Director of Budget and Management</u>

AN ORDINANCE TO AMEND THE <u>CODE OF THE COUNTY</u> <u>OF CHESTERFIELD</u>, 1997, AS AMENDED, BY AMENDING AND RE-ENACTING SECTION 9-25 RELATING TO REAL ESTATE TAX EXEMPTION FOR THE ELDERLY AND DISABLED

BE IT ORDAINED by the Board of Supervisors of Chesterfield County:

(1) That Section 9-25 of the <u>Code of the County of Chesterfield</u>, 1997, as amended, is amended and re-enacted to read as follows:

Sec. 9-25 - Schedule of exemptions permitted.

The amount of exemption from real estate taxation under this section shall be determined in accordance with the following schedule:

Income Categories	Percentage of Exemption
(i) \$0.00 through \$2 7,200.00 28,000	100
(ii) \$ 27,201.00 <u>28,001</u> through \$39,000.00	60
(iii) \$39,001.00 through \$52,000.00	35

(2) That this ordinance shall be effective as of January 1, 2020.

0637:116666.1



Meeting Date: March 25, 2020 Item Number: 10.G.

Subject:

Proposed Issuance of General Obligation School Bonds and Adopt a Resolution Authorizing the Issuance of Virginia Public School Authority (VPSA) School Financing Bonds for Crestwood and Magnolia Green Area

Board Action Requested:

Hold a public hearing on the proposed issuance of up to \$40,750,000 maximum principal of general obligation school bonds of the County. Following the public hearing, adopt a resolution granting authorization for the issuance and delivery of Virginia Public School Authority (VPSA) School Financing Bonds not to exceed \$40,750,000 for Crestwood and Magnolia Green Elementary Schools.

Summary of Information:

Crestwood Elementary School was a 2013 Referendum project which was included in the adoption of the FY2018 and FY2019 Capital Improvement Plan (CIP), totaling \$34,628,300. This project was one of five elementary schools which were deemed to be more fiscally responsible to replace, rather than renovate. As adopted in the FY2020 CIP, this project employs the remaining balance of general obligation authority (\$7,082,200), leaving a gap of approximately \$5.7 million to be filled in - as planned - by VPSA.

The Magnolia Green Elementary School project, which was approved as part of the FY2020 CIP, is estimated to cost approximately \$34.6 million. This project was not included as part of the 2013 Referendum and is needed prior to the timeline associated with a possible 2020 Referendum.

The Chesterfield County School Board adopted a resolution authorizing the issuance on February 25, 2020. Bonds, not to exceed \$40,750,000, will be issued by VPSA in the Spring of 2020, with proceeds to be used to finance various capital improvements, including but not limited to the design, acquisition, installation, construction and equipping of Crestwood Elementary School and Magnolia Green Elementary School.

Attachments:

- 1. Chesterfield 2020 VPSA Bond Resolution 79460070 3
- 2. Chesterfield 2020 VPSA Bond Sale Agreement 79462170 2
- 3. VPSA Spring 2020 Standard Terms and Conditions Appendix A to BSA Final
- 4. VPSA Spring 2020 Appendix D Form of Local Continuing Disclosure Agreement Final
- 5. Schools VPSA Bond resolution

Preparer: <u>Andrea Peeks, Director of Budget and Management</u>

RESOLUTION AUTHORIZING THE ISSUANCE OF A SERIES OF GENERAL OBLIGATION SCHOOL BONDS OF THE COUNTY OF CHESTERFIELD, VIRGINIA, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$40,750,000 TO BE SOLD TO THE VIRGINIA PUBLIC SCHOOL AUTHORITY, AND PROVIDING FOR THE FORM AND DETAILS THEREOF

WHEREAS, the Chesterfield County School Board (the "School Board") has, by resolution adopted on February 25, 2020, requested the Board of Supervisors (the "County Board") of the County of Chesterfield, Virginia (the "County"), to authorize the issuance of general obligation school bonds and consented to the issuance of such bonds;

WHEREAS, the County Board held a public hearing, duly noticed, on March 25, 2020, on the issuance of its general obligation school bonds in the estimated maximum principal amount of \$40,750,000 in accordance with the requirements of Section 15.2-2606 of the Code of Virginia of 1950, as amended (the "Virginia Code");

WHEREAS, the County Board has determined that it is necessary and expedient to issue a series of general obligation school bonds in an aggregate principal amount not to exceed \$40,750,000 (as further described herein, the "Local Bond") and use the proceeds thereof to finance various capital improvements for the County's public schools, including but not limited to the design, acquisition, installation, construction and equipping of Crestwood Elementary School and Magnolia Green Elementary School (collectively, the "Project");

WHEREAS, the Virginia Public School Authority ("VPSA") has offered to purchase the Local Bond with a portion of the proceeds of certain bonds to be issued by VPSA in the spring of 2020 (the "VPSA Bonds"), in accordance with the terms of a Bond Sale Agreement (the "Bond Sale Agreement"), between VPSA and the County, the form of which has been presented to this meeting of the County Board;

WHEREAS, the Bond Sale Agreement shall indicate that \$38,338,000 is the amount of proceeds requested (the "Proceeds Requested") from VPSA in connection with the sale of the Local Bond;

WHEREAS, VPSA's objective is to pay the County a purchase price for the Local Bond that, in VPSA's judgment, reflects the market value of the Local Bond (the "VPSA Purchase Price Objective"), taking into consideration such factors as the amortization schedule the County has requested for the Local Bond relative to the amortization schedules requested by other localities, the purchase price to be received by VPSA for the VPSA Bonds and other market conditions relating to the sale of the VPSA Bonds; and

WHEREAS, such factors may result in the Local Bond having a purchase price other than par and consequently (i) the County may have to issue the Local Bond in a principal amount that is greater than or less than the Proceeds Requested in order to receive an amount of proceeds that is substantially equal to the Proceeds Requested or (ii) if the maximum authorized principal amount of the Local Bond set forth in Section 1 below does not exceed the Proceeds Requested by

at least the amount of any discount, the purchase price to be paid to the County, given the VPSA Purchase Price Objective and market conditions, will be less than the Proceeds Requested;

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

- 1. <u>Authorization of Local Bond and Use of Proceeds</u>. The County Board hereby determines that it is advisable and in the best interests of the County and its citizens to contract a debt and issue and sell a general obligation school bond in a principal amount not to exceed \$40,750,000 (the "Local Bond") for the purpose of financing the Project. The County Board hereby authorizes the issuance and sale of the Local Bond in the form and upon the terms established pursuant to this Resolution.
- 2. <u>Sale of Local Bond</u>. It is determined to be in the best interests of the County to accept the offer of VPSA to purchase from the County, and to sell to VPSA, the Local Bond at a price determined by VPSA to be fair and accepted by the Chairman or Vice Chairman of the County Board or the County Administrator, any of whom may act, that is substantially equal to the Proceeds Requested; except that the Local Bond may not be sold for a purchase price lower than 95% of the Proceeds Requested. The Chairman or Vice Chairman of the County Board, the County Administrator and such officer or officers of the County as any of them may designate, any of whom may act, are hereby authorized and directed to enter into the Bond Sale Agreement with VPSA, providing for the sale of the Local Bond to VPSA. The Bond Sale Agreement shall be in substantially the form submitted to the County Board at this meeting, which form is hereby approved, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the officer executing the Bond Sale Agreement, his or her execution to constitute conclusive evidence of the approval of any such completions, omissions, insertions and changes.
- 3. <u>Details of Local Bond</u>. The Local Bond shall (a) be issued in fully registered form, dated 16 days prior to the date of its issuance and delivery or such other date designated by VPSA, (b) be designated "General Obligation School Bond, Series 2020" or such other designation as the County Administrator shall determine, (c) bear interest from its dated date payable semi-annually on each January 15 and July 15, beginning January 15, 2021 (each an "Interest Payment Date"), at the rates established in accordance with Section 4 of this Resolution, and (d) mature in installments on July 15 in the years (each a "Principal Payment Date") and in the amounts to be approved by the County Administrator and attached to the form of the Local Bond attached hereto as <u>Exhibit A</u> (the "Principal Installments"), subject to the provisions of Section 4 of this Resolution.
- 4. <u>Interest Rates and Principal Installments</u>. The County Administrator is hereby authorized and directed to accept the interest rates on the Local Bond established by VPSA, provided that each interest rate shall be five one-hundredths of one percent (0.05%) over the interest rate to be paid by VPSA for the corresponding principal payment date of the VPSA Bonds, a portion of the proceeds of which will be used to purchase the Local Bond, and provided further that the true interest cost of the Local Bond does not exceed five and fifty one-hundredths percent (5.50%) per annum. The Interest Payment Dates and the Principal Installments are subject to change at the request of VPSA. The County Administrator is hereby authorized and directed to

accept changes in the Interest Payment Dates and the Principal Installments at the request of VPSA based on the final term to maturity of the VPSA Bonds, requirements imposed on VPSA by the nationally-recognized rating agencies and the final principal amount of the Local Bond; provided that the principal amount of the Local Bond shall not exceed the maximum amount authorized by this Resolution and provided further that the final maturity of the Local Bond occurs no later than December 31, 2041. The execution and delivery of the Local Bond as described in Section 8 hereof shall conclusively evidence the approval and acceptance of all of such terms of the Local Bond by the County Administrator as authorized by this Resolution.

- **5. Form of the Local Bond**. The Local Bond shall be initially in the form of a single, temporary typewritten bond substantially in the form attached hereto as **Exhibit A**.
- **6.** Payment; Paying Agent and Bond Registrar. The following provisions shall apply to the Local Bond:
 - (a) For as long as VPSA is the registered owner of the Local Bond, all payments of principal, premium, if any, and interest on the Local Bond shall be made in immediately available funds to VPSA at or before 11:00 a.m. on the applicable Interest Payment Date, Principal Payment Date or date fixed for prepayment or redemption, or if such date is not a business day for banks in the Commonwealth of Virginia or for the Commonwealth of Virginia, then at or before 11:00 a.m. on the business day next succeeding such Interest Payment Date, Principal Payment Date or date fixed for prepayment or redemption.
 - (b) All overdue payments of principal and, to the extent permitted by law, interest shall bear interest at the applicable interest rate or rates on the Local Bond.
 - (c) U.S. Bank National Association is designated as bond registrar and paying agent for the Local Bond (the "Bond Registrar"). The County may, in its sole discretion, replace at any time the Bond Registrar with another qualified bank or trust company as successor Bond Registrar. The County shall give prompt written notice to VPSA of the appointment of any successor Bond Registrar.
- 1. Prepayment or Redemption. Unless otherwise directed by VPSA, the Principal Installments of the Local Bond held by VPSA coming due on or before July 15, 2030, and the definitive bond(s) for which the Local Bond held by VPSA may be exchanged that mature on or before July 15, 2030, are not subject to prepayment or redemption prior to their stated maturities. The Principal Installments of the Local Bond held by VPSA coming due on or after July 15, 2031, and the definitive bond(s) for which the Local Bond held by VPSA may be exchanged that mature on or after July 15, 2031, are subject to prepayment or redemption at the option of the County prior to their stated maturities in whole or in part, on any date on or after July 15, 2030, upon payment of the prepayment or redemption prices (expressed as percentages of Principal Installments to be prepaid or the principal amount of the Local Bond to be redeemed) set forth below plus accrued interest to the date set for prepayment or redemption:

<u>Dates</u>	<u>Prices</u>
July 15, 2030, through July 14, 2031 July 15, 2031, through July 14, 2032	101% $100\frac{1}{2}$

<u>provided</u>, <u>however</u>, that the Principal Installments of the Local Bond shall not be subject to prepayment or redemption prior to their stated maturities as described above without first obtaining the written consent of VPSA or any other registered owner of the Local Bond. Notice of any such prepayment or redemption shall be given by the Bond Registrar to VPSA or any other registered owner by registered mail not more than ninety (90) days and not less than sixty (60) days before the date fixed for prepayment or redemption.

If VPSA refunds the VPSA Bonds in the future and such refunding causes the Local Bond to be deemed refunded, the prepayment or redemption of the Local Bond by the County will be subject to VPSA approval and subject to similar prepayment or redemption provisions as set forth above that correspond to the call period of the VPSA bonds issued in part to refund the Local Bond.

- **8.** Execution of the Local Bond. The Chairman or Vice Chairman of the County Board, either of whom may act, and the Clerk or any Deputy or Assistant Clerk of the County Board, any of whom may act, are hereby authorized and directed to execute and deliver the Local Bond and to affix the seal of the County thereto.
- 9. Pledge of Full Faith and Credit. For the prompt payment of the principal of and premium, if any, and interest on the Local Bond as the same shall become due, the full faith and credit of the County are hereby irrevocably pledged, and in each year while any portion of the Local Bond shall be outstanding there shall be levied and collected in accordance with law, at the same time and in the same manner as other taxes of the County are assessed, levied and collected, an annual ad valorem tax upon all taxable property within the County, over and above all other taxes, authorized or limited by law and without limitation as to rate or amount, sufficient to pay when due the principal of and premium, if any, and interest on the Local Bond as such principal, premium, if any, and interest shall become due to the extent other funds of the County are not lawfully available and appropriated for such purpose.
- and Vice Chairman of the County Board, the County Administrator and such other officer or officers of the County as either may designate, any of whom may act, are hereby authorized and directed to execute and deliver a Use of Proceeds Certificate and Tax Compliance Agreement (the "Tax Compliance Agreement") setting forth the expected use and investment of the proceeds of the Local Bond and containing such covenants as may be necessary in order to show compliance with the provisions of the Internal Revenue Code of 1986, as amended (the "Tax Code"), and applicable regulations relating to the exclusion from gross income of interest on the VPSA Bonds. The County Board covenants on behalf of the County that (a) the proceeds from the issuance and sale of the Local Bond will be invested and expended as set forth in the Tax Compliance Agreement and that the County shall comply with the other covenants and representations contained therein and (b) the County shall comply with the provisions of the Tax Code so that interest on the VPSA Bonds will remain excludable from gross income for federal income tax purposes.

- **SNAP Investment Authorization; Proceeds Agreement.** The County Board has heretofore received and reviewed the Information Statement describing the State Non-Arbitrage Program of the Commonwealth of Virginia ("SNAP") and the Contract Creating the State Non-Arbitrage Program Pool (the "Contract"), and the County Board has determined to authorize the County Treasurer to use SNAP in connection with the investment of the proceeds of the Local Bond if the County Administrator, in consultation with the County Treasurer, determines that the utilization of SNAP is in the best interests of the County. The County Board acknowledges the Treasury Board of the Commonwealth of Virginia is not, and shall not be, in any way liable to the County in connection with SNAP, except as otherwise provided in the Contract. The County Administrator and such officer or officers of the County as he may designate, any of whom may act, are hereby authorized and directed to execute and deliver a Proceeds Agreement with respect to the deposit and investment of proceeds of the Local Bond by and among the County, the other participants in the sale of the VPSA Bonds, VPSA, the investment manager and the depository, in such form as may be approved by the officer executing such Proceeds Agreement, such execution to constitute conclusive evidence of such officer's approval of any such completions, omissions, insertions and changes.
- **12.** Continuing Disclosure Agreement. The Chairman and Vice Chairman of the County Board, the County Administrator and such other officer or officers of the County as any of them may designate, any of whom may act, are hereby authorized and directed to execute a Continuing Disclosure Agreement, substantially in the form attached as Appendix D to the Bond Sale Agreement, setting forth the reports and notices to be filed by the County and containing such covenants as may be necessary in order to show compliance with the provisions of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, and are hereby directed to make all filings required by Section 4 of the Bond Sale Agreement should the County be determined by VPSA to be a "material obligated person" for purposes of the VPSA Bonds.
- 13. Refunding. The County Board hereby acknowledges that VPSA may issue refunding bonds to refund any bonds previously issued by VPSA, including the VPSA Bonds issued to purchase the Local Bond, and that the purpose of such refunding bonds would be to enable VPSA to pass on annual debt service savings to the local issuers, including the County. The Chairman or Vice Chairman of the County Board, the County Administrator and such officer or officers of the County as any of them may designate, any of whom may act, are hereby authorized to execute and deliver to VPSA, from time to time, such allonges to the Local Bond, revised debt service schedules, IRS Forms 8038-G or such other documents reasonably deemed by VPSA and VPSA's bond counsel to be necessary to reflect and facilitate the refunding of the Local Bond and the allocation of annual debt service savings to the County by VPSA. The Clerk and any Deputy or Assistant Clerk of the County Board, any of whom may act, are hereby authorized to execute and deliver such documents and to affix the seal of the County thereto.
- **14.** <u>Filing of Resolution</u>. The appropriate officers or agents of the County are hereby authorized and directed to cause a certified copy of this Resolution to be filed with the Circuit Court of the County.

- **15.** Election to Proceed under Public Finance Act. In accordance with Section 15.2-2601 of the Virginia Code, the County Board elects to issue the Local Bond pursuant to the provisions of the Public Finance Act of 1991, Chapter 26, Title 15.2 of the Virginia Code.
- **16. Further Actions**. The members of the County Board and all officers, employees and agents of the County are hereby authorized to take such actions as they or any one of them may consider necessary or desirable in connection with the issuance and sale of the Local Bond, and any such actions previously taken are hereby ratified and confirmed.
 - 17. <u>Effective Date</u>. This Resolution shall take effect immediately.

EXHIBIT A

(FORM OF TEMPORARY BOND)

NO. TR-1	\$

UNITED STATES OF AMERICA COMMONWEALTH OF VIRGINIA COUNTY OF CHESTERFIELD

General Obligation School Bond

Series 2020

Dated Date: April___ [16 days prior to issuance], 2020

Issue Date: May _____, 2020

For as long as VPSA is the registered owner of this Bond, U.S. Bank National Association, or any successor appointed by the County, as bond registrar and paying agent (the "Bond Registrar"), shall make all payments of principal of and premium, if any, and interest on this Bond, without the presentation or surrender hereof, to VPSA, in immediately available funds at or before 11:00 a.m. on the applicable Payment Date or date fixed for prepayment or redemption. If a Payment Date or date fixed for prepayment or redemption is not a business day for banks in the Commonwealth of Virginia or for the Commonwealth of Virginia, then the payment of principal of or premium, if any, or interest on this Bond shall be made in immediately available funds at or before 11:00 a.m. on the business day next succeeding the scheduled Payment Date or date fixed for prepayment or redemption. Upon receipt by the registered owner of this Bond of said payments of principal, premium, if any, and interest, written acknowledgment of the receipt thereof shall be given promptly to the Bond Registrar, and the County shall be fully discharged of its obligation on this Bond to the extent of the payment so made. Upon final payment, this Bond shall be surrendered to the Bond Registrar for cancellation.

The full faith and credit of the County are irrevocably pledged to the payment of the principal of and premium, if any, and interest on this Bond. The resolution adopted by the County

Board of Supervisors authorizing the issuance of this Bond provides, and Section 15.2-2624 of the Code of Virginia of 1950, as amended (the "Virginia Code"), requires, that there shall be levied and collected, at the same time and in the same manner as other taxes of the County are assessed, levied and collected, an annual <u>ad valorem</u> tax upon all taxable property within the County, over and above all other taxes, authorized or limited by law and without limitation as to rate or amount, sufficient to pay when due the principal of and premium, if any, and interest on this Bond as such principal, premium, if any, and interest shall become due to the extent other funds of the County are not lawfully available and appropriated for such purpose.

This Bond is duly authorized and issued in compliance with and pursuant to the Constitution and laws of the Commonwealth of Virginia, including the Public Finance Act of 1991, Chapter 26, Title 15.2 of the Virginia Code, and resolutions duly adopted by the County Board of Supervisors and the County School Board to provide funds to finance various capital improvements for the County's public schools, including but not limited to the design, acquisition, installation, construction and equipping of Crestwood Elementary School and Magnolia Green Elementary School.

This Bond may be exchanged without cost, on twenty (20) days written notice from VPSA, at the office of the Bond Registrar on one or more occasions for one or more temporary bonds or definitive bonds in marketable form and, in any case, in fully registered form, in denominations of \$5,000 and whole multiples thereof, and having an equal aggregate principal amount, having principal installments or maturities and bearing interest at rates corresponding to the maturities of and the interest rates on the installments of principal of this Bond then unpaid. This Bond is registered in the name of VPSA on the books of the County kept by the Bond Registrar, and the transfer of this Bond may be effected by the registered owner of this Bond only upon due execution of an assignment by such registered owner. Upon receipt of such assignment and the surrender of this Bond, the Bond Registrar shall exchange this Bond for definitive bonds as provided above, such definitive bonds to be registered on such registration books in the name of the assignee or assignees named in such assignment.

The principal installments of this Bond coming due on or before July 15, 2030, and the definitive bond(s) for which this Bond may be exchanged that mature on or before July 15, 2030, are not subject to prepayment or redemption prior to their stated maturities. The principal installments of this Bond coming due on or after July 15, 2031, and the definitive bond(s) for which this Bond may be exchanged that mature on or after July 15, 2031, are subject to prepayment or redemption at the option of the County prior to their stated maturities in whole or in part, on any date on or after July 15, 2030, upon payment of the prepayment or redemption prices (expressed as percentages of principal installments to be prepaid or the principal amount of this Bond to be redeemed) set forth below plus accrued interest to the date set for prepayment or redemption:

<u>Dates</u>	<u>Prices</u>
July 15, 2030, through July 14, 2031	101%
July 15, 2031, through July 14, 2032	$100\frac{1}{2}$
July 15, 2032, and thereafter	100

provided, however, that the principal installments of this Bond shall not be subject to prepayment or redemption prior to their stated maturities as described above without the prior written consent of the registered owner of this Bond. Notice of any such prepayment or redemption shall be given by the Bond Registrar to the registered owner by registered mail not more than ninety (90) days and not less than sixty (60) days before the date fixed for prepayment or redemption.

If VPSA refunds its bonds issued in part to purchase this Bond in the future and such refunding causes this Bond to be deemed refunded, the prepayment or redemption of this Bond by the County will be subject to VPSA approval and subject to similar prepayment or redemption provisions as set forth above that correspond to the call period of the VPSA bonds issued in part to refund this Bond.

All acts, conditions and things required by the Constitution and laws of the Commonwealth of Virginia to happen, exist or be performed precedent to and in connection with the issuance of this Bond have happened, exist and have been performed in due time, form and manner as so required, and this Bond, together with all other indebtedness of the County, is within every debt and other limit prescribed by the Constitution and laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Chesterfield, Virginia, has caused this Bond to be issued in the name of the County of Chesterfield, Virginia, to be signed by its [Chairman or Vice Chairman], its seal to be affixed hereto and attested by the signature of its [Clerk of the Board of Supervisors or any of its [Deputy or Assistant] Clerks of the Board of Supervisors], and this Bond to be dated the date first written above.

COUNTY OF CHECTEDEIELD VIDCINIA

COUNTY OF CHESTERFIELD, VIRGINIA
[Chairman], Board of Supervisors, County of Chesterfield, Virginia
-

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned	sells, assigns and transfers unto
(PLEASE PRINT OR TYPEWRITE NAME AND ASSIGNEE)	ADDRESS, INCLUDING ZIP CODE, OF
PLEASE INSERT SOCIAL SECURITY OR OTHE IDENTIFYING NUMBER OF ASSIGNEE:	
the within Bond and irrevocably constitutes and app	points
definitive bonds in lieu of which this Bond is issued bonds on the books kept for registration thereof, with Date:	
Signature Guaranteed:	
(NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Bond Registrar which requirements will include Membership or participation in STAMP or such other "signature guarantee program" as may be determined by the Bond Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act	(Signature of Registered Owner) NOTICE: The signature above must correspond with the name of the Registered Owner as it appears on the front of this Bond in every particular, without alteration or change.)

SCHEDULE I

[ATTACH DEBT SERVICE SCHEDULE]

VIRGINIA PUBLIC SCHOOL AUTHORITY

BOND SALE AGREEMENT

Name of County, City or Town (the "Locality"): Coun	ty of Chesterfield, Virginia
VPSA Sale Date: Expected to be on or about April 21,	2020
Closing Date: Expected to be on or about May 12, 202	20
Proceeds Requested: \$[38,338,000]	
Maximum Authorized Par Amount: \$40,750,000	
Amortization Period:	
Please specify your preferred amortization schedule <i>(check one preference):</i>	Number of Years of Principal Amortization 20 years, beginning (Check requested date):
☐ Level Debt Service☐ Level Principal☐ Other (attach proposed amortization structure)	✓ July 15, 2021☐ July 15, 2022☐ Other

Virginia Public School Authority ("VPSA") hereby offers to purchase, solely from the 1. proceeds of VPSA's 2020 Spring Pool Bonds (the "VPSA Bonds"), your general obligation school bond ("local school bond") at a price, determined by VPSA to be within the parameters set forth in your local resolution (as defined below) that, subject to VPSA's purchase price objective and market conditions described below, is substantially equal to your Proceeds Requested set forth above (as authorized by your local resolution). The sale date of the VPSA Bonds is tentatively scheduled for the week of April 20, 2020, but may occur, subject to market conditions, at any time between April 7, 2020, and June 30, 2020 (the "VPSA Sale Date"). You acknowledge that VPSA has advised you that its objective is to pay you a purchase price for your local school bond which in VPSA's judgment reflects its market value ("purchase price objective") taking into consideration such factors as the amortization schedule you have requested for your local school bond (as set forth above) relative to the amortization schedules requested by the other localities for their respective bonds, the purchase price received by VPSA for the VPSA Bonds and other market conditions relating to the sale of the VPSA Bonds. You further acknowledge that VPSA has advised you that such factors may result in your local school bond having a value other than par and that in order to receive an amount of proceeds that is substantially equal to your Proceeds Requested, you may need to issue your local school bond with a par amount that is greater or less than your Proceeds Requested. You, at the request of VPSA, agree to issue your local school bond in a par amount not in excess of the Maximum

Authorized Par Amount to provide, to the fullest extent practicable given VPSA's *purchase price objective*, a purchase price for your local school bond and a proceeds amount that is substantially equal to your Proceeds Requested. You acknowledge that the purchase price for your local school bond will be less than the Proceeds Requested should the Maximum Authorized Par Amount be insufficient, based upon VPSA's *purchase price objective*, to generate an amount of proceeds substantially equal to your Proceeds Requested.

- 3. You represent that the information provided in your VPSA financing application under the Section entitled "Tax Matters," together with all attachments to such responses and supplemental and/or amendatory letters and information, is true, accurate and complete on the date hereof and there are no facts or circumstances that would cause such information to be materially inaccurate or incomplete.
- 4. You hereby covenant that you will comply with and carry out all of the provisions of the Continuing Disclosure Agreement in the form attached hereto as Appendix D, which agreement is hereby incorporated by reference herein and expressly made a part hereof for all purposes. VPSA has defined a Material Obligated Person ("MOP") for purposes of the Continuing Disclosure Agreement as any Local Issuer (as defined in the Continuing Disclosure Agreement) the principal amount of whose local school bond(s) pledged under VPSA's 1997 Resolution (as defined in the Continuing Disclosure Agreement) comprises more than 10% of the total principal amount of all bonds of VPSA outstanding under the 1997 Resolution. MOP status with respect to the VPSA Bonds will be determined by comparing the principal amount of your local school bond(s) to the principal amount of the bonds outstanding under the 1997 Resolution. MOP status for future VPSA bonds issued under the 1997 Resolution will be determined by adding the principal amount of your local school bond(s) to be sold to VPSA and the principal amount of your outstanding local school bond(s) previously sold to VPSA and pledged under VPSA's 1997 Resolution and measuring the total against 10% of the face value of all bonds of VPSA outstanding as of a bond closing date under VPSA's 1997 Resolution. If you are or may be a MOP with respect to the VPSA Bonds, VPSA will require that you file all the information described in the following paragraph prior to VPSA's distribution of its Preliminary Official Statement, currently scheduled for the week of April 13, 2020.

You acknowledge that if you are, or in the sole judgment of VPSA may be, a MOP following the issuance of your local school bond that is the subject of this Bond Sale Agreement, VPSA will include by specific reference in its Preliminary Official Statements and final Official Statements (for this sale and, if you remain a MOP or become a MOP again after ceasing to be a MOP, for all applicable future sales) the information respecting

you ("Your Information") that is on file with the Municipal Securities Rulemaking Board (the "MSRB") through its Electronic Municipal Market Access System. Accordingly, if VPSA has determined that you are at any time a MOP (I) following the delivery of your local school bond to VPSA in connection with this sale, or (II) during the course of any future sale, whether or not you are a participant in such sale, you hereby represent and covenant to VPSA that you will file such additional information, if any, as is required so that Your Information, as of each of (I)(A) the date of VPSA's applicable Preliminary Official Statement (in the case of this sale, expected to be April 13, 2020), (B) the date of VPSA's applicable final Official Statement (in the case of this sale, expected to be April 21, 2020) and (C) the date of delivery of VPSA's Bonds (in the case of this sale, expected to be May 12, 2020) and (II) such other dates associated with future sales as VPSA may specify to you, will be true and correct and will not contain any untrue statement of a material fact or omit to state a material fact which should be included in Your Information for the purpose for which it is included by specific reference in VPSA's Official Statement or which is necessary to make the statements contained in such information, in light of the circumstances under which they were made, not misleading. You further agree to furnish to VPSA a copy of all filings related to your local school bond(s) you make with the MSRB subsequent to the date of this Bond Sale Agreement. Such copy will be furnished to VPSA on or before the day that any such filing is made.

VPSA will advise you in writing within 60 days after the end of each fiscal year if you were a MOP as of the end of such fiscal year. Upon written request, VPSA will also advise you of your status as a MOP as of any other date. You hereby covenant that you will provide the certificate described in clause (a)(v) of Section 5 below if VPSA includes Your Information by specific reference in its disclosure documents in connection with this sale or any future sale, whether or not you are a participant in such sale.

- 5. VPSA's commitment to purchase your local school bond is contingent upon satisfaction of the following conditions.
 - (a) VPSA's receipt on the Closing Date of
 - (i) your local school bond which shall include and otherwise meet the Standard Terms and Conditions contained in **Appendix A** hereto;
 - (ii) certified copies of the local resolution (see <u>Appendix B</u> attached hereto) and the school board resolution (see <u>Appendix C</u> attached hereto);
 - (iii) an executed agreement, among VPSA, you and the other, if applicable, local units simultaneously selling their bonds to VPSA, the depository and the investment manager for the State Non-Arbitrage Program® ("SNAP®"), providing for the custody, investment and disbursement of the proceeds of your local school bond and the other general obligation school bonds, and the payment by you and the other local units of the allocable, associated costs of compliance with the Internal Revenue Code of 1986, as amended, and any costs incurred in connection with your participation in SNAP® (the "Proceeds Agreement");

- (iv) an executed copy of a Use of Proceeds Certificate and Tax Compliance Agreement (the "Tax Compliance Agreement") in the form provided by VPSA's bond counsel;
- (v) if you are a MOP and VPSA has included by specific reference Your Information into VPSA's Preliminary and final Official Statement, your certificate dated the date of the delivery of the VPSA Bonds to the effect that (i) Your Information was as of the date of VPSA's Preliminary and final Official Statements, and is as of the date of the certificate which shall be dated the closing date, true and correct and did not and does not contain an untrue statement of a material fact or omit to state a material fact which should be included in Your Information for the purpose for which it is included by specific reference in VPSA's Official Statements or which is necessary to make the statements contained in such information, in light of the circumstances under which they were made, not misleading, and (ii) you have complied in all material respects with your undertakings regarding the amendments adopted on November 10, 1994 to Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, for the preceding five years;
- (vi) an approving legal opinion from your bond counsel in form satisfactory to VPSA that:
 - (A) your local school bond is a valid and binding general obligation of the Locality;
 - (B) the current and expected use of the proceeds of your local school bond and the financed property by the Locality and the School Board of the Locality will not result in the local school bond being considered a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended;
 - (C) the terms and provisions of your local school bond conform to the requirements of this Bond Sale Agreement including the appendices attached hereto; and
 - (D) the Locality has duly authorized, executed and delivered this Bond Sale Agreement, the Continuing Disclosure Agreement, the Tax Compliance Agreement and the Proceeds Agreement, and the Continuing Disclosure Agreement, the Tax Compliance Agreement and the Proceeds Agreement are valid, binding and enforceable in accordance with their terms;
- (vii) a transcript of the other customary closing documents not listed above; and
 - (viii) the proceeds of the VPSA Bonds.

- (b) If you will be using the proceeds of your local school bond to retire a bond anticipation note, certificate of participation or other form of financing (the "Refunded Debt"), receipt by VPSA of:
 - (i) an opinion of your bond counsel that, as of the Closing Date, the Refunded Debt will have been paid in full or defeased according to the provisions of the instrument authorizing the Refunded Debt (in rendering such opinion bond counsel may rely on a letter or certificate of an accounting or financial professional as to any mathematical computations necessary for the basis for such opinion); and
 - (ii) an executed copy of the escrow deposit agreement/letter of instruction providing for the retirement of the Refunded Debt.
 - (c) Your compliance with the terms of this Bond Sale Agreement.

One complete original loose bound transcript (with tabs) of the documents listed above shall be provided by your counsel to McGuireWoods LLP, bond counsel to VPSA, on the Closing Date or, with VPSA's permission, as soon as practicable thereafter but in no event more than thirty (30) business days after the Closing Date.

- 6. You hereby covenant that you will pay to VPSA the reasonable costs and expenses, including reasonable attorneys' fees, if any, incurred by VPSA in connection with any amendment to or discretionary action that VPSA undertakes at the request of the Locality with respect to the local school bond, or the VPSA Bonds associated with the local school bond, and the Locality shall pay such amounts no later than 30 days after VPSA sends the Locality an invoice for such expenses.
- 7. Subject to the conditions described in Section 5 hereto, this Bond Sale Agreement shall become binding as of the later of the VPSA Sale Date and the date you execute this Bond Sale Agreement.

Dated as of April, 2020.	
	VIRGINIA PUBLIC SCHOOL AUTHORITY
	By:Authorized VPSA Representative
	COUNTY OF CHESTERFIELD, VIRGINIA
	Bv·

Dr. Joseph P. Casey, County Administrator

APPENDIX A - Standard Terms and Conditions

APPENDIX B - Form of Bond Resolution

APPENDIX C - Form of School Board Resolution

APPENDIX D - Continuing Disclosure Agreement

APPENDIX A to the Bond Sale Agreement

STANDARD TERMS AND CONDITIONS

Described below are certain terms of the local school bond which must be embodied in your local resolution and local school bond form and other conditions which must be met in order for VPSA to purchase your local school bond on the Closing Date. VPSA will not purchase a local school bond unless and until such terms are present in the related local resolution and local school bond form adopted by your governing body and such conditions are met.

Interest and Principal Payments

Your local school bond will bear interest from the dated date, which date will be 16 days prior to the Closing Date¹ set forth in the Bond Sale Agreement (or such other date set by VPSA) and will mature on July 15 of the years and in the amounts as established by VPSA. Your local school bond will bear interest payable in installments due semiannually on January 15 and July 15. The first interest installment will be payable on January 15, 2021. The first principal installment will be payable on July 15 of the year selected in the Bond Sale Agreement. The principal installments of your local school bond will bear interest at rates 5 basis points (0.05%) above the actual rates on the VPSA Bonds with corresponding principal payment dates.

Payment

For so long as VPSA is the registered owner of your local school bond,

- (i) the paying agent and bond registrar therefor shall be a bank or trust company qualified to serve as such, and
- (ii) all payments of principal, premium, if any, and interest shall be made in funds that shall be immediately available to VPSA on or before 11:00 A.M. on the applicable interest or principal payment date, or date fixed for prepayment or redemption, or if such date is not a business day for banks in Virginia or for the Commonwealth, then on or before 11:00 A.M. on the business day next succeeding such scheduled due date. Overdue payments of principal and, to the extent permitted by law, interest shall bear interest at the applicable interest rates on your local school bond.

Prepayment or Redemption

The local school bond will be subject to redemption at the option of your governing body, subject to the consent of VPSA or other registered owner. Your local resolution shall provide for prepayment or redemption as follows:

75659488.2

¹ See the Endnotes on page A-4.

The principal installments of the local school bond coming due on or after July 15, 2031 are subject to optional prepayment or redemption prior to their stated maturities by the issuer, from any available moneys, in whole or in part, on any date on or after July 15, 2030, at the following prepayment or redemption prices, plus accrued interest to the date fixed for prepayment or redemption:

<u>Dates</u>	<u>Price</u>
July 15, 2030 through July 14, 2031	101%
July 15, 2031 through July 14, 2032	1001/2
July 15, 2032 and thereafter	100

Provided, however, that the local school bond shall not be subject to prepayment or redemption prior to the respective principal payment dates except with the prior written consent of VPSA or other registered owner.

Notice of any such prepayment or redemption shall be given to VPSA or other registered owner, by registered mail at least 60, but not more than 90, days prior to the date fixed for prepayment or redemption.

If VPSA refunds the VPSA Bonds in the future and such refunding causes the local school bond to be deemed refunded, the prepayment or redemption of the local school bond will be subject to VPSA approval and subject to similar prepayment or redemption provisions as set forth above that correspond to the call period of the VPSA bonds issued in part to refund the local school bond.

Security

Your local school bond must constitute a valid and binding general obligation for the payment of which the full faith and credit of the local unit are irrevocably pledged, and all taxable property within the boundaries of the locality must be subject to the levy of an <u>ad valorem</u> tax, over and above all other taxes and without limitation as to rate or amount, for the payment of the principal of, and premium, if any, and interest on the bonds to the extent other funds of the locality are not lawfully available and appropriated for such purpose.

Tax Matters

You shall execute the Use of Proceeds Certificate and Tax Compliance Agreement (the "Tax Compliance Agreement") in the form provided by VPSA's bond counsel for receipt by VPSA at least three business days prior to the Closing Date.²

VPSA requires that the Tax Compliance Agreement be executed separately from any tax certificates prepared by your bond counsel. Your bond counsel may also prepare one or more tax certificates that contain some information found in the Tax Compliance Agreement in addition to information such as your reasonable expectations as to meeting the requirements to any of the rebate exceptions.

No Composite Issue

You will covenant not to sell, without VPSA's consent, any general obligation bonds which are part of the same common plan of financing (and payable from the same source of funds) as your local school bond, during the period beginning 15 days in advance of and ending 15 days after the VPSA Sale Date. As noted in the Bond Sale Agreement, the VPSA Sale Date is expected to be on or about April 21, 2020 but, subject to market conditions, may occur any time between April 7, 2020 and June 30, 2020.

Binding Commitment

Subject to the satisfaction of the conditions in Section 5 of the Bond Sale Agreement, the Bond Sale Agreement shall constitute a binding commitment of the Locality to sell its local school bond to VPSA as of the later of the VPSA Sale Date and the date the Local Issuer executes the Bond Sale Agreement.

Request and Consent of County School Board³

Before the governing body of a County adopts the local resolution, the County School Board must **first** request, by resolution, the governing body to take such action. The County School Board must also consent to the issuance of local school bond by the County. (See form of resolution in Appendix D attached to the Bond Sale Agreement.)

Public Hearing and Notice

Before the final authorization of your issuance of the local school bond by the governing body, the governing body must hold a public hearing on the proposed issue unless the issuance of such local school bond has been approved at referendum or no public hearing is required under Section 15.2-2606(B), Code of Virginia 1950, as amended (the "Virginia Code"). The notice of the hearing, meeting the requirements of Section 15.2-2606 of the Virginia Code must be published once a week for 2 successive weeks (notices at least 7 days apart) in a newspaper published or having general circulation in your locality. The public hearing may not be held less than 6 nor more than 21 days after the date the second notice appears in the newspaper. In addition, the public hearing requirement of § 15.2-2606 of the Virginia Code was recently amended. Pursuant to Chapter 590, 2011 Virginia Acts of Assembly, the public notice must state the proposed use of the proceeds of the bond issue and, if there are multiple proposed uses, must state the proposed uses for which more than 10 percent of the total bond proceeds are expected to be used.

<u>Delivery</u>

VPSA will accept delivery of your local school bond <u>only</u> in the form of a single, typewritten, temporary bond, in registered form, payable to VPSA. The form of the local school bond is included as Exhibit A to the resolution in Appendix B to the Bond Sale Agreement. On 20 days written notice from VPSA, you agree to deliver, at your expense, in exchange for the typewritten bond, on one or more occasions, one or more temporary bonds or definitive bonds in marketable form and, in any case, in fully registered form, in denominations of \$5,000 and whole multiples

Not applicable to cities and towns. (Section 15.2-2640, Virginia Code)

thereof, and having the same aggregate principal amount and accruing interest at the same rates as the local school bond surrendered in exchange, as requested by VPSA.

ENDNOTES

If VPSA does not purchase your local school bond on the Closing Date due to your fault, VPSA will invest, in demand or overnight investments, the amount of its bond proceeds to be used to purchase your local school bond. If you cure your failure to deliver your local school bond within the sixty (60) day period following the Closing Date, VPSA will purchase your local school bond and your bond will bear interest from the date that is fifteen days prior to the date of delivery and payment or other date satisfactory to VPSA. You will, however, be required to pay to VPSA at your actual closing an amount equal to the positive difference, if any, between (A) the amount of interest that would have accrued on your local school bond had VPSA been able to purchase your local school bond on the Closing Date and (B) the lesser of (i) the amount of interest income VPSA was able to earn, during such period, from the investment of its bond proceeds pending their use to purchase your bond and (ii) the arbitrage yield on the VPSA Bonds.

APPENDIX B

BOND RESOLUTION

See Tab No. _____

APPENDIX C

SCHOOL BOARD RESOLUTION

See Tab No. _____

APPENDIX D

CONTINUING DISCLOSURE AGREEMENT

See Tab No. _____

APPENDIX D to the Bond Sale Agreement

CONTINUING DISCLOSURE AGREEMENT

[This Continuing Disclosure Agreement will impose obligations on the Local Issuer if and only if the Local Issuer is or has become and remains a "Material Obligated Person," as defined below]

This Continuing Disclosure Agreement (the "Disclosure Agreement") is executed and delivered by the [County/City/Town of ______], Virginia (the "Local Issuer") in connection with the issuance by the Virginia Public School Authority (the "Authority") of \$______ aggregate principal amount of its School Financing Bonds (1997 Resolution) Series 2020A (the "Series 2020A Bonds") pursuant to the provisions of a bond resolution (the "1997 Resolution") adopted on October 23, 1997, as amended and restated. The Series 2020A Bonds and all other parity bonds heretofore and hereafter issued under the 1997 Resolution are collectively called the "Bonds." A portion of the proceeds of the Series 2020A Bonds are being used by the Authority to purchase the general obligation school bond (the "Local School Bond") of the Local Issuer pursuant to a bond sale agreement between the Authority and the Local Issuer (the "Bond Sale Agreement"). Pursuant to paragraph 4 of the Bond Sale Agreement, the Local Issuer hereby covenants and agrees as follows:

SECTION 1. <u>Purpose of the Disclosure Agreement</u>. This Disclosure Agreement is being executed and delivered by the Local Issuer for the benefit of the holders of the Series 2020A Bonds and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below). The Local Issuer acknowledges that it is undertaking primary responsibility for any reports, notices or disclosures that may be required under this Disclosure Agreement.

SECTION 2. <u>Definitions</u>. In addition to the definitions set forth in the 1997 Resolution, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Local Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"bond sale agreement" shall mean the Bond Sale Agreement and any other comparable written commitment of the Local Issuer to sell its Local School Bond to the Authority.

"Dissemination Agent" shall mean the Local Issuer, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by such Local Issuer and which has filed with such Local Issuer a written acceptance of such designation.

"Filing Date" shall have the meaning given to such term in Section 3(a) hereof.

"Fiscal Year" shall mean the twelve-month period at the end of which financial position and results of operations are determined. Currently, the Local Issuer's Fiscal Year begins July 1 and continues through June 30 of the next calendar year.

"holder" shall mean, for purposes of this Disclosure Agreement, any person who is a record owner or beneficial owner of a Series 2020A Bond.

"Listed Events" shall mean any of the events listed in subsection (b)(5)(i)(C) of the Rule.

"local school bonds" shall mean the Local School Bond and any other bonds of the Local Issuer pledged as security for Bonds issued under the Authority's 1997 Resolution.

"Material Obligated Person" (or "MOP") shall mean the Local Issuer if it has local school bonds outstanding in an aggregate principal amount that exceeds 10% of the aggregate principal amount of all outstanding Bonds of the Authority.

"MSRB" shall mean the Municipal Securities Rulemaking Board, or any successor thereto or to the functions of the MSRB contemplated by this Disclosure Agreement.

"Participating Underwriter" shall mean any of the original underwriters of the Authority's Series 2020A Bonds required to comply with the Rule in connection with the offering of such Bonds.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Provision of Annual Reports. (a) The Local Issuer shall, or shall cause the Dissemination Agent to, provide the MSRB an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. Such Annual Report shall be filed on a date (the "Filing Date") that is not later than 12 months after the end of any Fiscal Year (commencing with its Fiscal Year ended June 30, 2020) as of the end of which such Local Issuer was a MOP, unless as of the Filing Date the Local Issuer is no longer a MOP¹. Not later than ten (10) days prior to the Filing Date, the Local Issuer shall provide the Annual Report to the Dissemination Agent (if applicable) and shall provide copies to the Authority. In each case, the Annual Report (i) may be submitted as a single document or as separate documents comprising a package, (ii) may cross-reference other information as provided in Section 4 of this Disclosure Agreement and (iii) shall include the Local Issuer's audited financial statements prepared in accordance with applicable state law or, if audited financial statements are not available, such unaudited financial statements as may be required by the Rule. In any event, audited financial statements of such Local Issuer must be submitted, if and when available, together with or separately from the Annual Report.

D-2

The Authority will covenant in the Bond Sale Agreement to advise the Local Issuer within 60 days of the end of each Fiscal Year if such Local Issuer was a Material Obligated Person as of the end of such Fiscal Year. Upon written request, the Authority will also advise the Local Issuer as to its status as a MOP as of any other date.

- (b) If the Local Issuer is unable to provide an Annual Report to the MSRB by the date required in subsection (a), the Local Issuer shall send a notice to the MSRB in substantially the form attached hereto as Exhibit A.
- SECTION 4. <u>Content of Annual Reports</u>. Except as otherwise agreed, any Annual Report required to be filed hereunder shall contain or incorporate by reference, at a minimum, annual financial information relating to the Local Issuer, including operating data,
 - (i) updating such information relating to the Local Issuer as shall have been included or cross-referenced in the final Official Statement of the Authority describing the Authority's Series 2020A Bonds or
 - (ii) if there is no such information described in clause (i), updating such information relating to the Local Issuer as shall have been included or cross-referenced in any comparable disclosure document of the Local Issuer relating to its tax-supported obligations or
 - (iii) if there is no such information described in clauses (i) or (ii) above, initially setting forth and then updating the information referred to in Exhibit B as it relates to the Local Issuer, all with a view toward assisting Participating Underwriters in complying with the Rule.

Any or all of such information may be incorporated by reference from other documents, including official statements of securities issues with respect to which the Local Issuer is an "obligated person" (within the meaning of the Rule), which have been filed with the MSRB or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Local Issuer shall clearly identify each such other document so incorporated by reference.

- SECTION 5. <u>Reporting of Listed Events</u>. Whenever the Local Issuer is a Material Obligated Person required to file Annual Reports pursuant to Section 3(a) hereof and obtains knowledge of the occurrence of a Listed Event, such Local Issuer shall file in a timely manner, not in excess of ten business days after the occurrence of the event, a notice of such occurrence with the MSRB with a copy to the Authority.
- SECTION 6. <u>Termination of Reporting Obligation</u>. The Local Issuer's obligations under this Disclosure Agreement shall terminate upon the earlier to occur of the legal defeasance or final retirement of the Local School Bond.
- SECTION 7. <u>Dissemination Agent</u>. The Local Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Local Issuer shall advise the Authority of any such appointment or discharge. If at any time there is not any other designated Dissemination Agent, the Local Issuer shall be the Dissemination Agent. [The initial Dissemination Agent shall be

SECTION 8. <u>Amendment</u>. Notwithstanding any other provision of this Disclosure Agreement, the Local Issuer may amend this Disclosure Agreement, if such amendment has been approved in writing by the Authority and is supported by an opinion of independent counsel, acceptable to the Authority, with expertise in federal securities laws, to the effect that such amendment is permitted or required by the Rule.

SECTION 9. <u>Additional Information</u>. Nothing in this Disclosure Agreement shall be deemed to prevent the Local Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Local Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Agreement, such Local Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. <u>Default</u>. Any person referred to in Section 11 (other than the Local Issuer) may take such action as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Local Issuer to file its Annual Report or to give notice of a Listed Event. The Authority may, and the holders of not less than a majority in aggregate principal amount of Series 2020A Bonds outstanding may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to challenge the adequacy of any information provided pursuant to this Disclosure Agreement, or to enforce any other obligation of the Local Issuer hereunder. A default under this Disclosure Agreement shall not be deemed an event of default under the applicable resolution or bonds of the Local Issuer, and the sole remedy under this Disclosure Agreement in the event of any failure of the Local Issuer to comply herewith shall be an action to compel performance. Nothing in this provision shall be deemed to restrict the rights or remedies of any holder pursuant to the Securities Exchange Act of 1934, the rules and regulations promulgated thereunder, or other applicable laws.

SECTION 11. <u>Beneficiaries</u>. This Disclosure Agreement shall inure solely to the benefit of the Authority, the Local Issuer, the Participating Underwriters, and holders from time to time of the Authority's Series 2020A Bonds, and shall create no rights in any other person or entity.

SECTION 12. Form of Filings. Unless otherwise required by the MSRB, all notices, documents and information provided to the MSRB pursuant to this Disclosure Agreement shall be provided to the MSRB's Electronic Municipal Market Access (EMMA) system, the current Internet address of which is www.emma.msrb.org. All notices, documents and information provided to the MSRB shall be provided in an electronic format prescribed by the MSRB (currently, portable document format (pdf) which must be word-searchable except for non-textual elements) and shall be accompanied by identifying information as prescribed by the MSRB. The Local Issuer shall include with each filing made under this Disclosure Agreement the CUSIP identifier related to each of the Series 2020A Bonds and all other Bonds that are outstanding at the time of such filing. The Local Issuer may obtain the relevant CUSIP identifiers from the Authority in connection with any filing required under this Disclosure Agreement.

SECTION 13. <u>Counterparts</u>. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank]

Date:	<u></u>
	[COUNTY/CITY/TOWN OF], VIRGINIA
	By:
	Name:
	'
	Title:

[Signature Page to Continuing Disclosure Agreement]

NOTICE OF FAILURE TO FILE ANNUAL REPORT [AUDITED FINANCIAL STATEMENTS]

Re: VIRGINIA PUBLIC SCHOOL AUTHORITY SCHOOL FINANCING BONDS (1997 Resolution) SERIES 2020A

CUSIP Numbers:

Dated: May 12, 2020²

Name of Local Issuer: [COUNTY/CITY/TO	WN OF	_], VIRGINIA
NOTICE IS HEREBY GIVEN that the [Consumery] has not provided an Annual Republic Disclosure Agreement, which was entered in pursuant to that certain Series Resolution Commissioners of the Virginia Public Schopurchase \$ [General Obligates The Local Issuer anticipates that the Annual Local Issuer is a material "obligated personal Securities Exchange Act of 1934, as amenual Virginia Public School Authority.	ort as required by Sectinto in connection with the adopted on [Marchool Authority, the procedion School Bond], Series al Report will be filed on" within the meaning of	on 3(a) of the Continuing above-named bonds issued , 2020], by the Board of eds of which were used to s 2020 of the Local Issuer. by] The of Rule 15c2-12 under the
Dated:		
	[COUNTY/CITY/TOWN VIRGINIA	N OF],
	Name:	

² The Series 2020A Bonds will be dated their date of delivery.

CONTENT OF ANNUAL REPORT

Description of the Local Issuer. A description of the Local Issuer including a summary of its form of government, budgetary processes and its management and officers.

Debt. A description of the terms of the Local Issuer's outstanding tax-supported and other debt including a historical summary of outstanding tax-supported debt; a summary of authorized but unissued tax-supported debt; a summary of legal debt margin; a summary of overlapping debt; and a summary of annual debt service on outstanding tax-supported debt as of the end of the preceding fiscal year. The Annual Report should also include (to the extent not shown in the latest audited financial statements) a description of contingent obligations as well as pension plans administered by the Local Issuer and any unfunded pension liabilities.

Financial Data. Financial information respecting the Local Issuer including a description of revenues and expenditures for its major funds and a summary of its tax policy, structure and collections as of the end of the preceding fiscal year.

Capital Improvement Plan. A summary of the Local Issuer's capital improvement plan.

Demographic, Economic and Supplemental Information. A summary of the Local Issuer's demographic and economic characteristics such as population, income, employment, and public school enrollment and infrastructure data as of the end of the preceding fiscal year. The Annual Report should also include a description of material litigation pending against the Local Issuer.

APPENDIX C To the Bond Sale Agreement

RESOLUTION REQUESTING THE BOARD OF SUPERVISORS TO ISSUE GENERAL OBLIGATION SCHOOL BONDS FOR SCHOOL PURPOSES AND CONSENTING TO THE ISSUANCE THEREOF

BE IT RESOLVED:

- 1. The School Board of the County of Chesterfield (the "School Board") hereby (i) requests, pursuant to Section 15.2-2640 of the Code of Virginia, 1950, as amended (the "Code"), that the Board of Supervisors of the County of Chesterfield (the "County") cause the County to issue its general obligation school bonds (the "Bonds") in an aggregate principal amount not in excess of \$47,750,000 but with the objective of providing up to \$45,420,000 in net proceeds, to finance the building of Crestwood Elementary School on its current site a new school- 360 W Elementary School (Magnolia Green Area), each of which constitutes a capital project for public school purposes and (ii) consents, pursuant to Section 15.2-2638.B(iii) of the Code and Article VII, Section 10(b) of the Constitution of Virginia, to the issuance of the Bonds.
- 2. Further, the School Board consents to and authorizes an application to the Virginia Public School Authority (the "VPSA") for the purchase of the Bonds by the VPSA as part of its 2020 Spring Pooled Bond Sale. The Chairman of the School Board, the Superintendent of the schools of Chesterfield County School Division (the "Schools"), and such other officer or officers of the School Board or the Schools as either may designate (the "Authorized Officers") are hereby authorized to decrease the amount of proceeds requested to the extent the County and such Authorized Officers deem it necessary to issue the Bonds in an amount less than provided in paragraph 1 above.

3. The Authorized Officers are hereby authorized and directed to execute and deliver

on behalf of the School Board a Use of Proceeds Certificate and Tax Compliance Agreement (the

"Tax Compliance Agreement") setting forth the expected use and investment of the proceeds of the

Bonds and containing such covenants as may be necessary for the bonds issued by VPSA in the

Spring of 2020 (the "VPSA Bonds") to show compliance with the provisions of the Internal

Revenue Code of 1986, as amended (the "Tax Code"), and the applicable regulations. The School

Board covenants on behalf of itself and the Schools under its governance that the School Board and

the Schools shall comply with the provisions of the Tax Compliance Agreement and the Tax Code

so that the interest on the VPSA Bonds is excludable from gross income under the Tax Code.

4. This resolution shall take effect immediately.

Members present at the meeting were: Debbie G. Bailey, Dorothy L. Heffron, Ann C. Coker,

Ryan M. Harter and Kathryn S. Haines. Members voting in favor of the foregoing resolution

were: Debbie G. Bailey, Dorothy L. Heffron, Ann C. Coker, Ryan M. Harter and Kathryn S.

Haines.

Date: Feb. 25, 2020

KW WSO

Robert McDaniel, Clerk, School Board of the County

of Chesterfield, Virginia



CHESTERFIELD COUNTY BOARD OF SUPERVISORS AGENDA

Meeting Date: March 25, 2020 Item Number: 12.A.

Subject:

Adjournment and Notice of Next Scheduled Meeting of the Board of Supervisors

Board Action Requested:

Summary of Information:

Motion of adjournment and notice of the Board of Supervisors meeting to be held on April 8, 2020 at 6:00 p.m. in the Public Meeting Room.

Attachments:

None

Preparer: Sara Hall, Clerk to the Board of Supervisors

Approved By: