



**CHESTERFIELD COUNTY**  
CHESTERFIELD, VIRGINIA 23832

**AGENDA**  
**July 22, 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

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**3:00 p.m. Work Session - Public Meeting Room**

- 1. Approval of Minutes**
- 2. Requests to Postpone Agenda Items and Additions, Deletions or Changes in the Order of Presentation**
- 3. Work Sessions**
  - A. Everyday Excellence - Real Estate Assessor's Office
  - B. Work Session on Blighted Property
  - C. General Assembly Update
  - D. Financial Update
- 4. Reports**
- 5. Fifteen-Minute Citizen Comment Period on Unscheduled Matters**
- 6. Closed Session**
  - A. Pursuant to 1) § 2.2-3711(A)(3), Code of Virginia, 1950, as Amended, to Discuss the Acquisition by the County of Real Estate for a Public Purpose Where Discussion in an Open Meeting Would Adversely Affect the Bargaining Position and Negotiating Strategy of the County, 2) § 2.2-3711(A)(5), Code of Virginia, 1950, as Amended, to Discuss or Consider Prospective Businesses or Industries or the Expansion of Existing Businesses or Industries Where No Previous Announcement Has Been Made of the Businesses' or Industries' Interest in Locating or Expanding Their Facilities in the County and 3) Section 2.2-3711(A)(8), Code of Virginia, 1950, as Amended, for Consultation with Legal Counsel Regarding Specific Legal Matters Requiring the Provision of Legal Advice Relating to the Use of School Facilities Owned by the County
- 7. Recess for Dinner**

**6:00 p.m. Evening Session - Public Meeting Room**

**8. Invocation**

The Honorable Kevin Carroll, Matoaca District Supervisor

**9. Pledge of Allegiance**

Deputy County Administrator Matt Harris

**10. County Administration Update**

- A. County/Schools Reopening Update
- B. Other County Administration Updates

**11. Board Member Reports**

**12. Resolutions and Special Recognitions**

- A. Recognizing Sergeant Mark A. Fromal, Police Department, Upon His Retirement

**13. New Business**

- A. Appointments
  - 1. Richmond Regional Transportation Planning Organization's Community Transportation Advisory Committee
  - 2. Community Criminal Justice Board
- B. Consent Items
  - 1. Adoption of Resolutions
    - a. Resolution Recognizing Kevin D. Lewis, Sr., Sheriff's Office, Upon His Retirement
    - b. Resolution Recognizing Ms. Jennifer R. Picardat, Chesterfield County Utilities Department, Upon Her Retirement
    - c. Resolution Recognizing Ms. Linda C. Jones, Chesterfield County Utilities Department, Upon Her Retirement
    - d. Smart Scale Project Endorsement for City of Petersburg's Appomattox River Trail from Squaw Alley to I-95
  - 2. Real Property Requests
    - a. Acceptance of Parcels of Land
      - 1. Along Cattail Road from Roper Investments, L.L.C.



- b. Requests for Permission
  - 1. To Connect Property at 207 Swift Creek Lane to the City of Colonial Heights' Water System
  - 2. To Connect Property at 211 Swift Creek Lane to the City of Colonial Heights' Water System
- 3. Award of the Construction Contract for County Project #16-0035, Wastewater Pump Stations Electrical Safety Improvements
- 4. Award of Construction Contract for County Contract# 19-0248 Operations Center Equipment Sheds
- 5. Set a Public Hearing to Consider the Abandonment of a Portion of Deerleaf Court, State Route 7335
- 6. Set a Public Hearing to Amend and Reenact Chapter 5 of the County Code to add § 5-12 Regarding Blighted Property Declarations and to Declare Two Properties Blighted
- 7. Set a Public Hearing Regarding the Appropriation of the Remaining \$20.8 Million in CARES Act Funding
- 8. Accept and Appropriate a \$1,875,000 COPS Hiring Grant Program Award and Increase Police Department Staffing by 15 Full-Time Positions to Accommodate the Award Criteria
- 9. Authorize the Fire and EMS Department, to Receive and Appropriate \$57,421 in Grant Funds from the Department of Homeland Security, 2020 Assistance to Firefighters Grant Program – COVID-19 Supplemental Award
- 10. Authorize the Receipt and Appropriation of \$159,870 in CARES Act Funding For Use by the Registrar to Support Costs Associated With the 2020 Presidential Election
- 11. Authorize the Receipt and Appropriation of 2019 State Homeland Security Grant Funds from the Department of Homeland Security
- 12. Approval of a Contract for Health and Fitness Services to Chippenham and Johnston-Willis Hospitals Inc. for Chesterfield County Fire & EMS Uniformed Members
- 13. Adoption of a Resolution Authorizing and Providing for the Issuance and Delivery of an Issue Not to Exceed \$65,000,000 for Refunding of General Obligation and General Obligation Public Improvement Refunding Bonds
- 14. Authorize a One-Time Waiver in FY2020 of the Rollover Cap on District Improvement Funds to Make Available in FY2021 Funds that were Unable to be Spent Due to the COVID-19 Pandemic
- 15. Rent and Mortgage Relief Program (RMRP) Funding Allocation

16. Initiate an Application for Conditional Use to Permit a Private School & Day Care Incidental to the Church on a Total of 6 Acres Located at 12207, 12217, 12227 and 12301 Second Branch Road
17. Approval of Amendment and Extension No. 1 of the FY2019/FY2020 Chesterfield Community Services Board Performance Contract
18. Authorize a Position and Associated Funding for a Full-Time Mediation Coordinator for the Juvenile and Domestic Relations Court
19. Amended Towing Contract
20. Acceptance of State Roads
21. Set a Public Hearing for August 26, 2020 to Consider Repealing the Ordinances Waiving Penalties and Interest on Unpaid Transient Occupancy Taxes and Unpaid Utility Bills
22. 2020 Legislative Program
23. Amendment to List of County Cultural and Religious Observances
24. Request to Quitclaim Portions of a Twenty-Four Foot SWM/BMP Access Easement across the Properties of NVR, Inc., Cambria Cove Homeowners' Association, Inc. and Harvey and Susan Clark
25. Set a Public Hearing to Consider an Ordinance Establishing Two Satellite Absentee Voting Locations for the Upcoming General Election

**14. Fifteen-Minute Citizen Comment Period on Unscheduled Matters**

**15. Deferred Items**

**16. Requests for Manufactured Home Permits and Rezoning Placed on the Consent Agenda to be Heard in the Following Order:**

- **Withdrawals/Deferrals**
  - **Cases Where the Applicant Accepts the Recommendation and There is No Opposition**
  - **Cases Where the Applicant Does Not Accept the Recommendation and/or There is Public Opposition Will Be Heard at Section 18**
- A. 20SN0529 - Three Hoos, LLC - Dale District
  - B. 20SN0557 - Debra Wright - Midlothian District
  - C. 20SN0586 - Westerleigh FC LLC - Matoaca District
  - D. 20SN0592 - GEM Capital LLC - Clover Hill District

- E. 20SN0601 - Carrie E. Coyner Trustee - Bermuda District

**17. Public Hearings**

- A. To Consider the Conveyance of Easements to the Commonwealth of Virginia and Virginia Electric and Power Company for the Route 641, Dundas Road, VDOT Bridge Replacement Project
- B. To Consider Amendment to the Lease Agreement Between the County of Chesterfield and The First Tee of Greater Richmond
- C. To Consider the Abandonment of Portions of Omo Road, State Route 739
- D. To Consider Amendments to County Code Section 14-21, Relating to Cursing and Swearing in Public
- E. To Consider the Readoption of an Amendment to Section 9-51 of the County Code to Waive the Accrual of Interest on Delinquent Personal Property Tax Payments Due on June 5, 2020 Until After July 31, 2020 and to Adopt on an Emergency Basis a Waiver of Penalty and Interest until After August 31

**18. Remaining Manufactured Home Permits and Zoning Requests**

**19. Fifteen-Minute Citizen Comment Period on Unscheduled Matters**

**20. Adjournment**

- A. Adjournment and Notice of Next Scheduled Meeting of the Board of Supervisors



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 3.B.**

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**Subject:**

Work Session on Blighted Property

**Board Action Requested:**

None

**Summary of Information:**

Discussion of the process for declaring a property blighted, including two specific properties that are the subject of a request on the Board's evening agenda, Item 13.B.6.

**Attachments:**

1. Blight Presentation Work Session 7.22.2020

Preparer: Daniel Cohen, Director

Approved By:

A handwritten signature in black ink, appearing to be "Daniel Cohen", is written over a horizontal line.

# Blight

"**Blighted property**" is the legal term for land that is in a dilapidated, unsafe, and unsightly condition.



## **4731 Black Oak Rd**

Complaints since 2012	
Unsecured vacant property	4
Exterior disrepair	3
Discarded material	8
Tall grass	8
Criminal summons	6

Notice & prior legal action	
Tall grass & discarded material	11
Property maintenance	5
Court summons	2
Blight Notice – February 2020	



















## 1358 Old Bon Air Rd



### Violations since 2010

Junkyard	1
Contractor Storage yard	1
Inoperable vehicle storage	2
Discarded material	4
Building permit extended or reinstated	18

### Notice & prior legal action

Notices of violation	13
Contractor Storage yard, junkyard, discarded material, inoperative vehicles, illegal dumping, RV without primary use, accessory structure without primary use	
Court Summons	6
Original building permit – July 27, 2007	



















## Authority

- Code of Virginia §36-49.1
  - Acquire or repair
- Code of Chesterfield Section 5.7.1

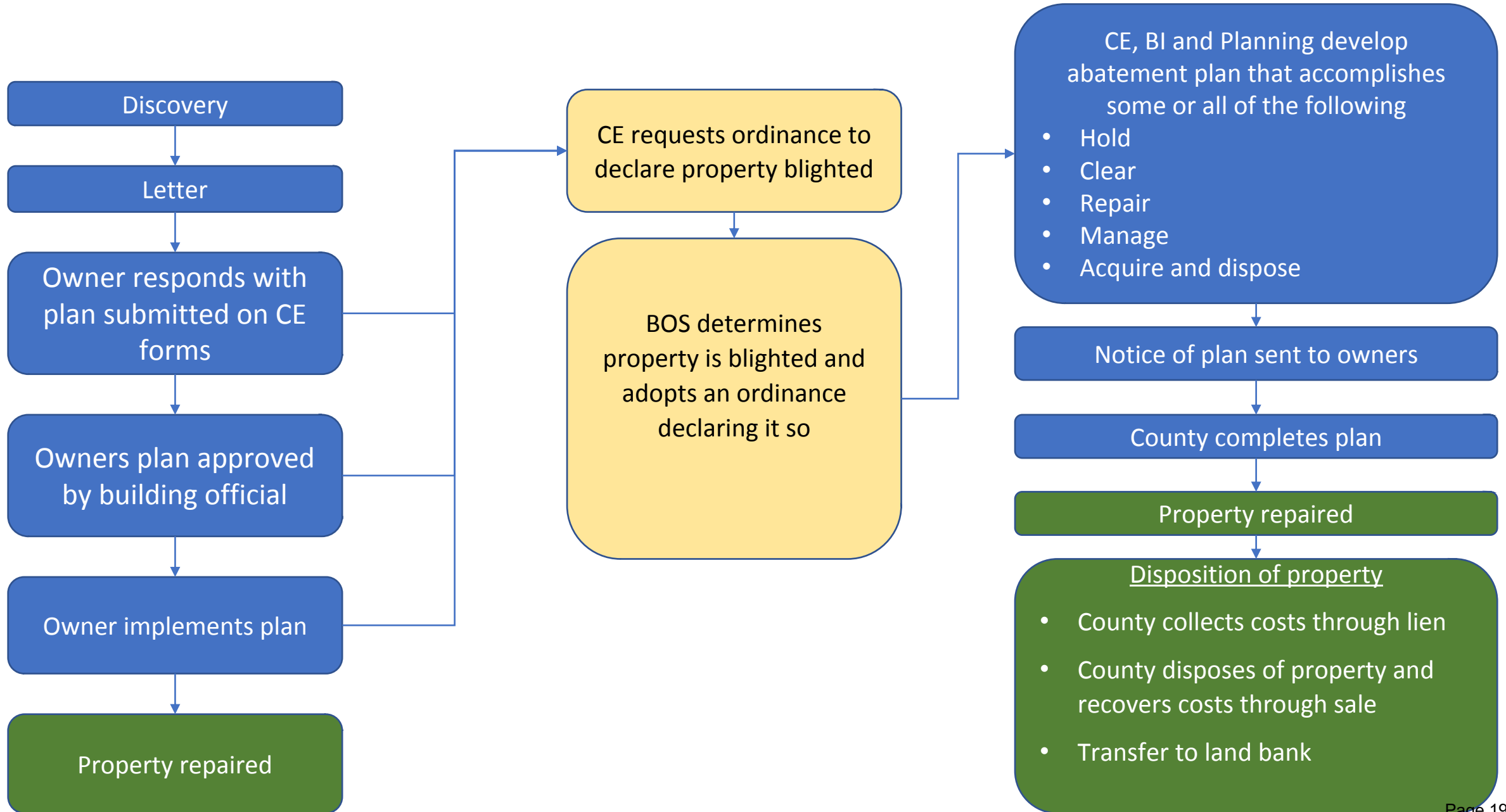
## Conditions

Property is vacant

- Rodent infestation
- Inadequate sewage, septic, plumbing, water supply or heating
- Dilapidation evident by collapse of interior or exterior elements
- Attractive nuisance present
  - Abandoned well
  - Unsecured basements
  - Unsecured excavations
  - Broken fences
- Removed or rotting exterior siding, roofing or sheathing that exposes structural members
- Declared unsafe or unfit
- 3 or more property maintenance citations
- Convicted or refused a court order to abate
- Unsecured IAW Virginia Maintenance Code



# Blight Declaration Process





## **Remedy**

- **Community land trust**
- **Demolition**
- **Construction of single family home**
- **Cost recovery through sale**





## Remedy

- Demolition & remove debris
- Community garden
- Purchase by adjacent owner



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 3.C.**

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**Subject:**

General Assembly Update

**Board Action Requested:**

**Summary of Information:**

Ms. Mary Ann Curtin, Director of Intergovernmental Relations, will present an update to the Board of Supervisors on the status of legislation introduced in the 2020 special session of the Virginia General Assembly.

**Attachments:**

None

Preparer: Sara Hall, Clerk to the Board of Supervisors

Approved By:

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**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 3.D.**

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**Subject:**

Financial Update

**Board Action Requested:**

**Summary of Information:**

This work session is scheduled to review a host of financial items on the July agenda including CARES funding, an update on the recent bond sale and a discussion of various COVID related payment concessions.

**Attachments:**

1. 072220 Finance Update

Preparer: Christopher "Matt" Harris, Deputy County Administrator

Approved By:

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## 2020 Legislative Program Update

Staff recommends adding the following to the 2020 Legislative Program:

*Chesterfield County will review all legislation introduced in the 2020 special session of the Virginia General Assembly and will formulate our positions based on language in the bills and the impacts on the community. We will oppose any legislation that will result in our community being less safe.*





# Finance Update

Board of Supervisors Meeting

July 22, 2020

# Debt Update

☞ Triple AAA reaffirmed

☞ Highlights include:

☞ "The stable outlook reflects the likelihood that reserves and liquidity will remain stable due to management's conservative budget assumptions and formal fiscal policies." –Moody's

☞ "The rating reflects our view of the county's consistently strong financial performance and flexibility to date. The county's use of conservative budgeting assumptions has typically led to positive operating results, which have allowed the county to maintain very strong general fund reserves." -S&P

☞ "Strong financial management and planning have resulted in consistently positive financial operations and ample reserve levels. Fitch expects the county will continue to maintain solid operations and substantial gap-closing ability throughout economic cycles." -Fitch

☞ Sold \$59.7M at **1.43%**; including a \$7.5M premium; plan for those proceeds to be brought forth at future meeting



## Debt Update

- Given environment, staff pursuing additional opportunities
- Resolution on consent agenda to authorize a refunding of existing county and school debt
- Estimated to produce approximately \$1.3M in present value savings
- Also exploring other new money projects, refundings if the stars align

# CARES Update

- ☞ Slate of CARES related actions on the agenda...
- ☞ On consent: CARES appropriation requested for: Registrar (\$159k) and Fire and EMS (\$57k); both from separate allocations
- ☞ There is also a \$50k appropriation requested for rent and mortgage relief (as discussed); from main county allocation; also on consent
- ☞ Due next month: staff is asking for a public hearing for August to program and appropriate the remaining county CARES funds (details below)

Category	Amount	Notes
Virus Mitigation/PPE	\$2.7M	General govt and public safety
Community Support	\$590k	Wifi enhancements, library self check out stations, etc.
Staffing Costs	\$2.5M	Eligible payroll expenses
Telework/Distancing Efforts	\$8.8M	Laptops, telework infrastructure
Schools	\$3.6M	Chromebooks, PPE
Previously Programmed	\$10.0M	BiB grants; FY20 reimbursements
Remaining Balance	\$2.6M	Appropriated, but not programmed

## Other Topics

- ❧ Evening public hearing to extend grace period on personal property taxes to 8/31 (final extension)
- ❧ Match with other efforts: item on consent to set a PH for August to wrap up utility payment and occupancy tax concessions on same date (8/31)
- ❧ Item to remove DIF cap for FY20 balances (one-time; can be reevaluated for FY22 budget cycle)
- ❧ Local position request in courts: Item to create full-time mediation position in J&DR (50/50 funding, state/local)
- ❧ Homeland Security grant in Fire to support drone program



# Finance Update

Board of Supervisors Meeting

July 22, 2020





**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 6.A.**

**Subject:**

Pursuant to 1) § 2.2-3711(A)(3), Code of Virginia, 1950, as Amended, to Discuss the Acquisition by the County of Real Estate for a Public Purpose Where Discussion in an Open Meeting Would Adversely Affect the Bargaining Position and Negotiating Strategy of the County, 2) § 2.2-3711(A)(5), Code of Virginia, 1950, as Amended, to Discuss or Consider Prospective Businesses or Industries or the Expansion of Existing Businesses or Industries Where No Previous Announcement Has Been Made of the Businesses' or Industries' Interest in Locating or Expanding Their Facilities in the County and 3) Section 2.2-3711(A)(8), Code of Virginia, 1950, as Amended, for Consultation with Legal Counsel Regarding Specific Legal Matters Requiring the Provision of Legal Advice Relating to the Use of School Facilities Owned by the County

**Board Action Requested:**

**Summary of Information:**

Closed session pursuant to 1) § 2.2-3711(A)(3), Code of Virginia, 1950, as amended, to discuss the acquisition by the County of real estate for a public purpose where discussion in an open meeting would adversely affect the bargaining position and negotiating strategy of the County, 2) § 2.2-3711(A)(5), Code of Virginia, 1950, as amended, to discuss or consider prospective businesses or industries or the expansion of existing businesses or industries where no previous announcement has been made of the businesses' or industries' interest in locating or expanding their facilities in the County, and 3) Section 2.2-3711(A)(8), Code of Virginia, 1950, as Amended, for Consultation with Legal Counsel Regarding Specific Legal Matters Requiring the Provision of Legal Advice Relating to the Use of School Facilities Owned by the County.

**Attachments:**

None

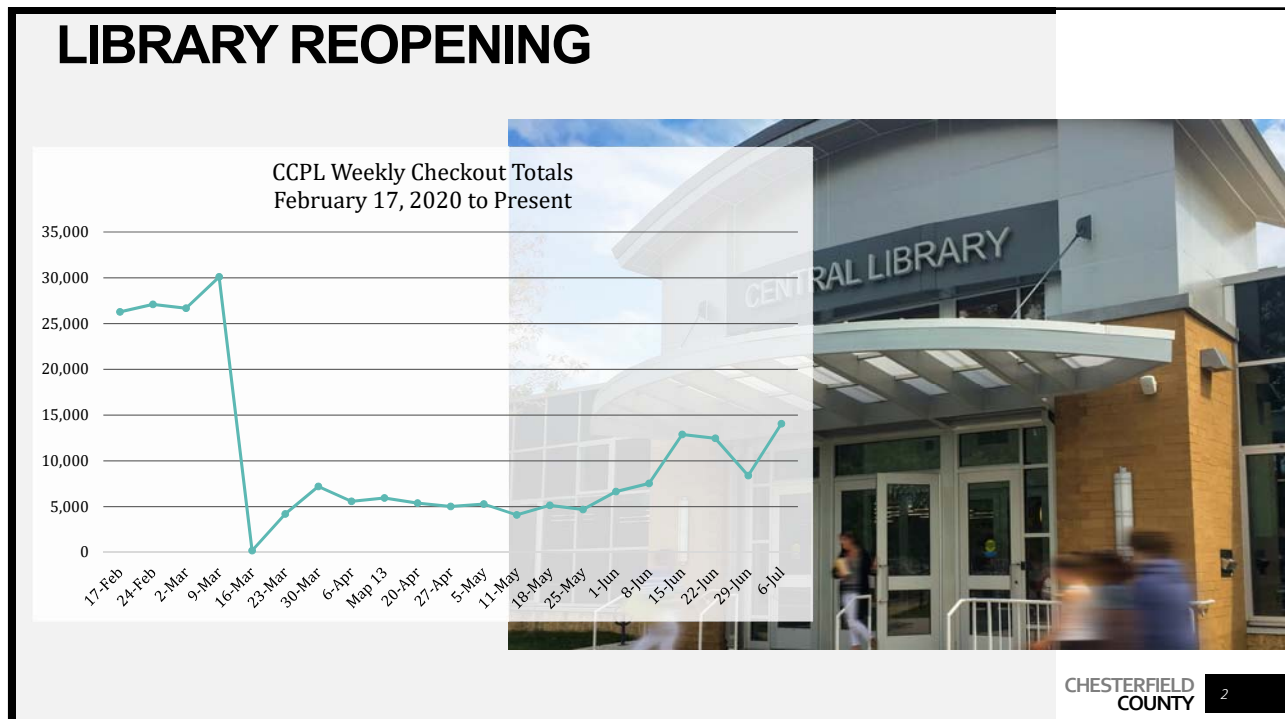
Preparer: Jeff Mincks, County Attorney

Approved By:





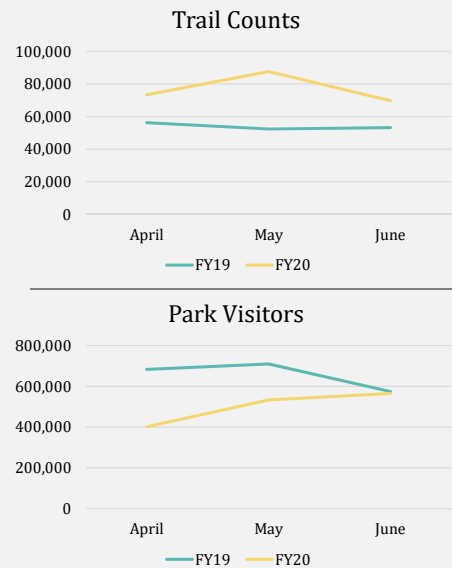
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## PARKS & RECREATION REOPENING

- Trail counts up significantly, particularly when other amenities were closed
- Park visitation was below normal and then rebounded by June (Facilities reopened on May 11<sup>th</sup>)
- Volume of visitors/program participants slowly increasing



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## PUBLIC SAFETY

### SELECT ACTIVITIES, PROGRAMS, BUILDINGS

#### Public Safety and Administration of Justice Areas

- Fire Administration Building
- Fire RMD Warehouse & Offices
- Public Safety Training Center
- Police Headquarters
- Police Special Investigations Division
- Chester & Midlothian Police Stations & Community Services Buildings
- Commonwealth's Attorney Offices



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## MENTAL HEALTH SUPPORT SERVICES

### SELECT ACTIVITIES, PROGRAMS, BUILDINGS

- Rogers Building and other facilities “considered open” but with less than 20% of staff on-site
- Some services by tele-health or appointment only
- 24-hour facilities operating, but closed to public and family members
- Chester House and ID Day programs closed due to limited space for spatial distancing
- Chesterfield Employment Services continuing to expand services as businesses reopen



CHESTERFIELD  
COUNTY

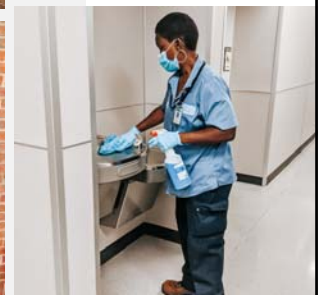
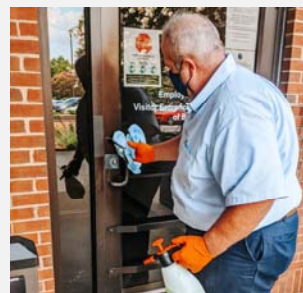
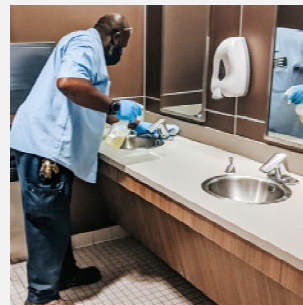
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## ADDITIONAL PRECAUTIONS

### General Services Activities

- Touchpoint cleaning procurement developed and out for quote (supplemental assistance for B&G)
- Reviewing HVAC systems to ensure compliance with ASHRAE recommendations



CHESTERFIELD  
COUNTY

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## NEXT STEPS

- Ongoing monitoring and evaluation of local health data
- Identifying emerging best practices for safety and health protection
- Identifying opportunities for business operations and service delivery improvements
- Refining phased approach to reopening building and other facilities



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# QUESTIONS?

CHESTERFIELD  
COUNTY

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**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 12.A.**

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**Subject:**

Recognizing Sergeant Mark A. Fromal, Police Department, Upon His Retirement

**Board Action Requested:**

Adoption of the attached resolution.

**Summary of Information:**

Sergeant Mark A. Fromal will retire from the Police Department on August 1, 2020, after providing over 36 years of service to the residents of Chesterfield County.

**Attachments:**

1. Mark Fromal Resolution

Preparer: Jeffrey Katz, Chief of Police

Approved By:

A handwritten signature in black ink, appearing to be "J. Katz", is written over a horizontal line.

RECOGNIZING SERGEANT MARK A. FROMAL UPON HIS RETIREMENT

WHEREAS, Sergeant Mark A. Fromal will retire from the Chesterfield County Police Department on August 1, 2020 after providing over 36 years of quality service to the residents of Chesterfield County; and

WHEREAS, Sergeant Fromal has served in various assignment throughout his law enforcement career to include, Field Training Officer, Uniformed Operations Administrative Sergeant, Jefferson Davis Corridor Project Coordinator; Marine Patrol Supervisor; Economic Crime and Auto Theft Supervisor, Investigations Administrative Sergeant, Police Color Guard Team Leader, Training Sergeant, Audit and Inspections Sergeant; Court Liaison Sergeant, and Property and Evidence Sergeant; and

WHEREAS, Sergeant Fromal is known as being detailed orientated which contributed to his success in each of his assignments; and

WHEREAS, Sergeant Fromal was awarded a Chief's Commendation while serving on the Fugitive/Warrant Task Force for his diligent work and success in achieving a major reduction in the number of outstanding warrants, establishing a new warrant policy and for developing a "Most Wanted Persons" segment with a local cable television service; and

WHEREAS, Sergeant Fromal took time to motivate and develop young officers to be above average officers; and

WHEREAS, Sergeant Fromal is recognized for strong work ethic, his teamwork, and excellent communications and human relations skills, all of which he has utilized within the Police Department and in assisting residents of Chesterfield County during his career; and

WHEREAS, Sergeant Fromal has received numerous letters of commendation, thanks and appreciation for services rendered; and

WHEREAS, Sergeant Fromal has provided the Chesterfield County Police Department with many years of loyal and dedicated service; and

WHEREAS, Chesterfield County and the Board of Supervisors will miss Sergeant Fromal's diligent service.

NOW, THEREFORE, BE IT RESOLVED that the Chesterfield County Board of Supervisors, this 22nd day of July 2020, publicly recognizes Sergeant Mark A. Fromal and extends on behalf of its members and the residents of Chesterfield County, appreciation for his service to the county, congratulations upon his retirement, and best wishes for a long and happy retirement.

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





**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 13.A.1.**

**Subject:**

Richmond Regional Transportation Planning Organization's Community Transportation Advisory Committee

**Board Action Requested:**

The Board is requested to nominate and appoint two members and an alternate to serve on the Richmond Regional Transportation Planning Organization's Community Transportation Advisory Committee.

**Summary of Information:**

The Richmond Regional Transportation Planning Organization's (TPO) Community Transportation Advisory Committee (CTAC) is composed of individuals representing the region's population. The TPO is the federally designated regional transportation planning organization that serves as the forum for cooperative transportation decision-making in the Richmond area. The function of CTAC is to advise the TPO on plans, studies, issues, and other matters related to the planning of transportation. Typically, CTAC meets bi-monthly every third Thursday of the month. Attached is a list of the CTAC membership (Attachment A).

The Chesterfield Board of Supervisors appoints two members and one alternate for a term of two years on CTAC. The current CTAC representatives for Chesterfield are Herbert Richwine, Jonathan H. Jackson, and Billie Robinson (current alternate). Jonathan Jackson has served the county since 2008 and Billie Robinson has served since 2016 and they are retiring from their positions.

Herbert Richwine has asked to be considered for reappointment. He has served since 1988. Two citizens have volunteered to serve on the CTAC: Susan Beals and Starrie Jordan. Their applications are attached for reference (Attachment B). Board members concur with the appointment of Susan Beals and Herbert Richwine as at-large representatives on CTAC, and Starrie Jordan as the alternate representative.

Under the existing Rules of Procedure, appointments to board and committee may be nominated and appointed at the same meeting. Nominees are voted on in the order in which they are nominated.

**Attachments:**

1. CTAC -Attachment A Richmond Regional Transportation Planning Organization
2. CTAC - Attachment B Applications

Preparer: Brent Epps, Director of Transportation

Approved By:



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**Richmond Regional Transportation Planning  
Organization's  
Community Technical Advisory Committee**

**Current membership:**

**Area Localities:**

Town of Ashland - Upton S. Martin  
Charles City County - Vacant  
Chesterfield County - *Pending Board Appointments*  
Goochland County - Robert L. Basham  
Hanover County - Charles H. Rasnick  
Henrico County - Amber B. Lancaster, James R. Barrett  
New Kent County - Lisa M. Guthrie, John P. Moyer (Alternate)  
Powhatan County - Thomas A. Fletcher, Adam W. Sadler (Alternate)  
City of Richmond - William Steele, Sera Erickson,  
Devon Barnhart (Alternate), Hwan Hill (Alternate)

**At-Large Appointments:**

Virginia Conservation Network - Wyatt Gordon, Frederick S.  
Fisher (Alternate)  
League of Women Voters - Virginia P. Cowles, Mary Crutchfield  
(Alternate)  
Chamber RVA - John Easter, Sam Mayman (Alternate)  
National Association for the Advancement of Colored People -  
James J. Minor, III, Walter L. Johnson (Alternate)  
Richmond Area Bicycling Association - Lloyd Vye, Champe M.  
Burnley  
(Alternate)  
Richmond Association of Railway Patrons - Michael Testerman  
Virginia Commonwealth University - John D. Leonard

ATTACHMENT A
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**COUNTY OF CHESTERFIELD, VIRGINIA****APPLICATION FOR COUNTY BOARDS, COMMISSIONS,  
COMMITTEES AND AUTHORITIES**

All appointments to County Boards and Commissions are made by the Chesterfield County Board of Supervisors. Please complete this application in its entirety. **See the drop-down list of the boards/committees below.**

Please indicate which board/committee you are interested in being appointed to and complete the information below. A separate application must be submitted (no more than 3) for each board/committee that you are interested in serving on.

<b>Current Date</b>	6/15/2020
<b>Magisterial District</b>	Matoaca
<b>First Name</b>	Susan
<b>Last Name</b>	Beals
<b>Address</b>	9430 Deerpark Court
<b>City, State, Zip</b>	Midlothian, VA 23112
<b>Preferred Phone</b>	804-683-0145
<b>Alternate Phone</b>	804-608-1717
<b>E-Mail Address</b>	susanjbeals@yahoo.com

**BOARD/COMMITTEE:** *Citizens Transportation Advisory Committee*

**EDUCATION:** B.A., College of Charleston

**EMPLOYMENT AND/OR VOLUNTEER EXPERIENCE:** Director of Public Affairs, Charlesto Metro Chamber of Commerce; Legislative Assistant, U.S. House of Representatives; Legislative Assistant and Director of State Relations, U.S. Senate; Legislative Assistant, Virginia Senate.

**COMMUNITY INVOLVEMENT:** Coordinator, Women's Ministry, Swift Creek Baptist Church; President, Alberta Smith Elementary PTA; Chair, Chesterfield County Electoral Board; Chair, Gifted Education Advisory Committee, Chesterfield County Schools, Graduate of Chesterfield County Government Citizens Academy.

**SPECIAL SKILLS:** (Please note skills not covered in this application-bilingual, multicultural interaction, youth outreach, etc.)

*Click here to enter text.*

**PLEASE SHARE YOUR INTEREST AND COMMITMENT IN SERVING ON THIS COMMITTEE:**

As a 14-year resident of the Bailey Bridge area in the Matoaca district and President of the PTA for the elementary school serving that area, I have a deep knowledge and understanding of the issues and concerns facing that community as the county embarks on an unprecedented transportation project in that area.

I also have an extensive background in transportation issues, having worked in transportation policy at the local, state

Please complete the application, save it as a Word or PDF document, and email it to the Clerk to Board of Supervisors at [wilsons@chesterfield.gov](mailto:wilsons@chesterfield.gov). The application can also be faxed to (804)717-6297, or mailed to Deputy Clerk to Board of Supervisors, P.O. Box 40, Chesterfield, VA 23832. For additional information regarding this application, contact Susan Wilson at (804)796-7099.





## **COUNTY OF CHESTERFIELD, VIRGINIA**

### **APPLICATION FOR COUNTY BOARDS, COMMISSIONS, COMMITTEES AND AUTHORITIES**

and federal levels, including staff members of the U.S. House Transportation Committee and the U.S. Senate Environment and Public Works Committee. I also participated in the drafting of the 2005-2009 Transportation Authorization bill, SAFETEA-LU.

Please complete the application, save it as a Word or PDF document, and email it to the Clerk to Board of Supervisors at [wilonsu@chesterfield.gov](mailto:wilonsu@chesterfield.gov). The application can also be faxed to (804)717-6297, or mailed to Deputy Clerk to Board of Supervisors, P.O. Box 40, Chesterfield, VA 23832. For additional information regarding this application, contact Susan Wilson at (804)796-7099.



## COUNTY OF CHESTERFIELD, VIRGINIA

### APPLICATION FOR COUNTY BOARDS, COMMISSIONS, COMMITTEES AND AUTHORITIES

All appointments to County Boards and Commissions are made by the Chesterfield County Board of Supervisors. Please complete this application in its entirety. **See the drop-down list of the boards/committees below.**

Please indicate which board/committee you are interested in being appointed to and complete the information below. A separate application must be submitted (no more than 3) for each board/committee that you are interested in serving on.

<b>Current Date</b>	6/11/2020
<b>Magisterial District</b>	Matoaca
<b>First Name</b>	Starrie
<b>Last Name</b>	Jordan
<b>Address</b>	20107 Oakland Ave
<b>City, State, Zip</b>	South Chesterfield, VA 23834
<b>Preferred Phone</b>	8045208622
<b>Alternate Phone</b>	8047122358
<b>E-Mail Address</b>	Danda10consultants@gmail.com

**BOARD/COMMITTEE:** *Citizens Transportation Advisory Committee*

**EDUCATION:** High School & College grad

**EMPLOYMENT AND/OR VOLUNTEER EXPERIENCE:** Retired

**COMMUNITY INVOLVEMENT:** Member of The Civic And Progressive Action Association of the Matoaca Magisterial District (CAPAAMMD).

**SPECIAL SKILLS:** (Please note skills not covered in this application-bilingual, multicultural interaction, youth outreach, etc.)

*Click here to enter text.*

#### PLEASE SHARE YOUR INTEREST AND COMMITMENT IN SERVING ON THIS COMMITTEE:

I've lived here the last 30 plus years; I have an investment.

Please complete the application, save it as a Word or PDF document, and email it to the Clerk to Board of Supervisors at [wilsons@chesterfield.gov](mailto:wilsons@chesterfield.gov). The application can also be faxed to (804)717-6297, or mailed to Deputy Clerk to Board of Supervisors, P.O. Box 40, Chesterfield, VA 23832. For additional information regarding this application, contact Susan Wilson at (804)796-7099.



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 13.A.2.**

**Subject:**

Community Criminal Justice Board

**Board Action Requested:**

It is requested that the Chesterfield County Board of Supervisors approve the nominee listed for reappointment to the Community Criminal Justice Board for a two-year term per the adopted by-laws of the Community Criminal Justice Board. Appointments correspond to prescribed positions in the Code of Virginia.

**Summary of Information:**

The Community Criminal Justice Board serves the 12th Judicial Court Circuit consisting of Chesterfield County and the City of Colonial Heights. The purpose is to provide for the development, planning, implementation, and evaluation of community programs and services for the court in diverting offenders and defendants from local correctional facilities.

At the June 14, 1995 meeting, the Board adopted a Resolution entitled Joint Resolution Providing for the Implementation of the Comprehensive Community Corrections Act (CCCA) and Pretrial Services Act (PSA); Establishment of the Chesterfield County and City of Colonial Heights Community Criminal Justice Board; and provisions for Joint Exercise of Powers.

The resolution designated the membership by position, per the Code of Virginia. The Community Criminal Justice Board members serve two-year staggered terms; thus nine or ten members are typically appointed each year. Nominees must be approved by both the Chesterfield County Board of Supervisors and the Colonial Heights City Council.

It is requested that the following individual be appointed/reappointed to serve a two-year term that begins July 1, 2020 and ends June 30, 2022.

Steven Novey - Citizen Representative

The nominee has agreed to serve if appointed.

Under the existing Rules of Procedure, appointments to boards and committees may be nominated and appointed at the same meeting. Nominees are voted on in the order in which they are nominated.

**Attachments:**

None

Preparer: Gary Hughes, Director

Approved By:



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**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 13.B.1.a.**

**Subject:**

Resolution Recognizing Kevin D. Lewis, Sr., Sheriff's Office, Upon His Retirement

**Board Action Requested:**

The adoption of the attached resolution.

**Summary of Information:**

Mr. Kevin D. Lewis, Sr. will retire on August 1, 2020, after 20 years of service to Chesterfield County.

**Attachments:**

1. Resolution-Lewis Kevin

Preparer: Karl Leonard, Sheriff

Approved By:

A handwritten signature in black ink, appearing to be "Karl Leonard", is written over a horizontal line.

RECOGNIZING DEPUTY FIRST CLASS KEVIN D. LEWIS, SR.  
UPON HIS RETIREMENT

WHEREAS, Mr. Kevin D. Lewis Sr. has faithfully served Chesterfield County for 20 years; and

WHEREAS, Mr. Kevin D. Lewis Sr. was hired on June 24<sup>th</sup>, 2000, and was assigned to the Corrections Division; and

WHEREAS, on June 24<sup>th</sup>, 2000, Deputy First Class Kevin D. Lewis Sr. joined the Chesterfield County Sheriff's Office as a deputy under Clarence G. Williams, Jr., served under Dennis S. Proffitt and current Sheriff Karl S. Leonard; and

WHEREAS, Dep. Kevin D. Lewis Sr. was assigned to the Corrections Bureau where he was instrumental in preparing that unit for the transition to the new jail facility and served in this business area for the duration of his career; and

WHEREAS, on November 21<sup>st</sup>, 2015 Deputy Kevin D. Lewis Sr. met all requirements to qualify as a Deputy First Class; and

WHEREAS, Deputy First Class Kevin D. Lewis Sr. has aided in ensuring that employees of the Sheriff's Office meet the highest standards by serving as a field training officer; and

WHEREAS, Deputy First Class Kevin D. Lewis Sr. received several letters of appreciation and one letter of commendation for his dedication and service to the employees and citizens of Chesterfield County; and

WHEREAS, Deputy First Class Kevin D. Lewis Sr. was awarded the Accreditation Cluster 2011 and again in 2015; and

WHEREAS, in 2010, Deputy First Class Kevin D. Lewis Sr. was awarded the Good Conduct Ribbon while in the performance of the Sheriff's Office; and

NOW, THEREFORE, BE IT RESOLVED that the Chesterfield County Board of Supervisors recognizes the outstanding contributions of Deputy First Class Kevin D. Lewis Sr., expresses the appreciation of all residents for his service to Chesterfield County and extends appreciation for his dedicated service to the county and congratulations upon his retirement, as well as best wishes for a long and happy retirement.



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 13.B.1.b.**

---

**Subject:**

Resolution Recognizing Ms. Jennifer R. Picardat, Chesterfield County Utilities Department, Upon Her Retirement

**Board Action Requested:**

Adoption of the attached resolution.

**Summary of Information:**

Ms. Jennifer R. Picardat will retire from the Utilities Department on August 1, 2020, after providing over 25 years of service to the citizens of Chesterfield County.

**Attachments:**

1. Jennie Picardat Retirement Resolution 5-2020

Preparer: George Hayes, Director of Utilities

Approved By:

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RECOGNIZING MS. JENNIFER R. PICARDAT UPON HER RETIREMENT

WHEREAS, Ms. Jennifer R. Picardat will retire from the Chesterfield County Utilities Department on August 1, 2020; and

WHEREAS, Ms. Picardat began her public-service career with the Chesterfield County Utilities Department on March 29, 1995, as a meter reader who learned and mastered using the meter-reading equipment and other tools necessary to perform daily meter-reading responsibilities; and

WHEREAS, as a meter reader, she earned several recognitions such as meter reader of the month multiple times and received a letter of accommodation from the director for exceptional teamwork for her willingness to take on other job duties; and

WHEREAS, Ms. Picardat was promoted to senior meter reader on April 28, 2001, due to her dedication, hard work, promptness, communications skills, teamwork, and participation in departmental activities; and

WHEREAS, Ms. Picardat held the position of senior meter reader until her retirement, and during that time, she ensured all customers' needs were served in an expeditious, courteous, effective and prompt manner where she received complimentary emails, letters, and calls from customers regarding the excellent customer service she provided to them; and

WHEREAS, Ms. Picardat received recognition from supervisors for teamwork, using good judgment when talking to customers, resolving field issues, providing customers with proper solutions, and participating in community activities; and

WHEREAS, Ms. Picardat has been an asset to the Utilities Department because of her dedication to customer service, her high degree of integrity, her motivation to meet challenges, her participation on numerous process action teams, her quality service, and her sensitivity in respecting diverse experiences, cultures and backgrounds; and

WHEREAS, Ms. Picardat has mentored other employees by sharing her knowledge to help improve their skills and encouraging them to be successful in helping customers and providing quality service; and

WHEREAS, Ms. Picardat has been a dependable and dedicated employee with an exemplary work ethic that exceeded expectations, meeting daily and monthly goals, meeting deadlines and going the extra mile; and

WHEREAS, Ms. Picardat remained flexible and positive in an ever-changing field-services environment which management recognized and appreciated; and

WHEREAS, Ms. Picardat was committed to supporting excellence in local government and exhibited knowledge, pride, and quality in the work she has performed at the Utilities Department.

NOW, THEREFORE, BE IT RESOLVED that the Chesterfield County Board of Supervisors recognizes the contributions of Jennifer R. Picardat, expresses the appreciation of all residents for her service to the county, and extends their appreciation for her dedicated service and their congratulations upon her retirement.



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 13.B.1.c.**

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**Subject:**

Resolution Recognizing Ms. Linda C. Jones, Chesterfield County Utilities Department, Upon Her Retirement

**Board Action Requested:**

Adoption of the attached resolution.

**Summary of Information:**

Ms. Linda C. Jones will retire from the Utilities Department on August 1, 2020, after providing over 16 years of service to the citizens of Chesterfield County.

**Attachments:**

1. Linda Jones Retirement Resolution 6-2020

Preparer: George Hayes, Director of Utilities

Approved By:



RECOGNIZING MRS. LINDA C. JONES UPON HER RETIREMENT

WHEREAS, Mrs. Linda C. Jones will retire from the Chesterfield County Utilities Department on August 1, 2020; and

WHEREAS, Mrs. Jones began her public-service career with the Chesterfield County Utilities Department on November 10, 2003, as a customer service representative in the Utilities Department's billing section where she learned and mastered the billing system to ensure it provided customers with accurate bimonthly bills; and

WHEREAS, as a customer service representative for billing, she processed and reviewed bill-adjustment requests from customers who experienced leaks or plumbing issues; and

WHEREAS, Mrs. Jones was promoted to a principal account clerk in 2008, and to a senior customer service representative in 2015, because of her strong work ethic which she used to research and complete bill adjustments in a timely and efficient manner while providing the best possible solutions for customers; and

WHEREAS, Mrs. Jones dispatched service orders to field representatives to complete meter investigations to ensure customers' meters were working properly in order to calculate the correct amount for billing; and

Whereas, Mrs. Jones oversaw the actual printing of customers' bills and worked diligently with the county's print shop throughout her career to coordinate the process and verify the quantity and quality of the printed bills to ensure they were presentable and legible for our customers; and

WHEREAS, Mrs. Jones consistently received recognition from supervisors for being a team player, for using good judgment when making bill adjustments and resolving customers' issues, for providing customers with proper resolutions, and for participating in community activities; and

WHEREAS, Mrs. Jones made exceptional contributions to the department by providing world-class customer service that exceeded customer expectations; by participating in team projects; and by mentoring other employees and sharing her knowledge to improve their skills and encouraging them to be successful; and

WHEREAS, Mrs. Jones has been a dependable, kind, and dedicated employee with an exemplary work ethic. She has exceeded expectations and demonstrated the ability to perform a wide range of assignments while remaining flexible and positive in an ever-changing environment that always presented new challenges with the introduction of new technology. Throughout her career she always met these challenges to ensure daily operations were successful and we will be forever grateful for her commitment to providing excellent customer service.

NOW, THEREFORE, BE IT RESOLVED that the Chesterfield County Board of Supervisors recognizes the contributions of Linda C. Jones, expresses the appreciation of all residents for her service to the county, and extends their appreciation for her dedicated service and their congratulations upon her retirement.



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 13.B.1.d.**

**Subject:**

Smart Scale Project Endorsement for City of Petersburg's Appomattox River Trail from Squaw Alley to I-95

**Board Action Requested:**

Adopt resolution of support for the City of Petersburg's Appomattox River Trail from Squaw Alley to I-95 Smart Scale project.

**Summary of Information:**

Smart Scale applicants who submit candidate projects that cross jurisdictional boundaries are required to have the support of the neighboring locality. The City of Petersburg is submitting a Smart Scale application for the Appomattox River Trail from Squaw Alley to I-95 project which has a short section that crosses into Chesterfield County (Attachment A). The project involves construction of a two-mile section of the Appomattox River Trail from the Squaw Alley entrance to Patton Park, along Grove Avenue, through historic Old Towne Petersburg continuing to I-95, with a bridge terminating at the existing north shore Appomattox River Trail. The project includes a shared-use path, trail head, renovation of sidewalk, parking lot, street calming measures and a new bike/pedestrian bridge. The project is estimated at \$6.5 million. The Board is requested to adopt the resolution of support, Attachment B.

**Attachments:**

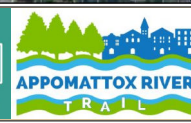

1. Attachment A - Sketch
2. Attachment B - Resolution of Support

Preparer: Brent Epps, Director of Transportation

Approved By:







- Proposed Trail – Proposed Project
- Rehabilitated Trail - Proposed Project
- Proposed Trail – Future Project(s)
- Existing Trail


# Appomattox River Trail from Squaw Alley to I-95

0

0.125

0.25

Miles



Page 54 of 55



WHEREAS, it is necessary that the local governing body endorse Smart Scale candidate projects submitted by an adjacent locality that cross into their locality.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Chesterfield County expresses its support of the City of Petersburg Smart Scale candidate project, Appomattox River Trail from Squaw Alley to I-95.



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 13.B.2.a.1.**

**Subject:**

Along Cattail Road from Roper Investments, L.L.C.

**Board Action Requested:**

Accept the conveyance of a parcel of land containing 0.197 acres along Cattail Road from Roper Investments, L.L.C. 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 0.197 acres along Cattail Road from Roper Investments, L.L.C. This conveyance is for the development of Lake Margaret Section 2 and is on the County Thoroughfare Plan and has been reviewed by Planning, Environmental Engineering and Transportation Departments.

Approval is recommended.

**Attachments:**

1. Roper Investments LLC Dedication Sketch
2. Roper Investments, LLC Dedication Plat

Preparer: Dean Sasek, Real Property Manager

Approved By:

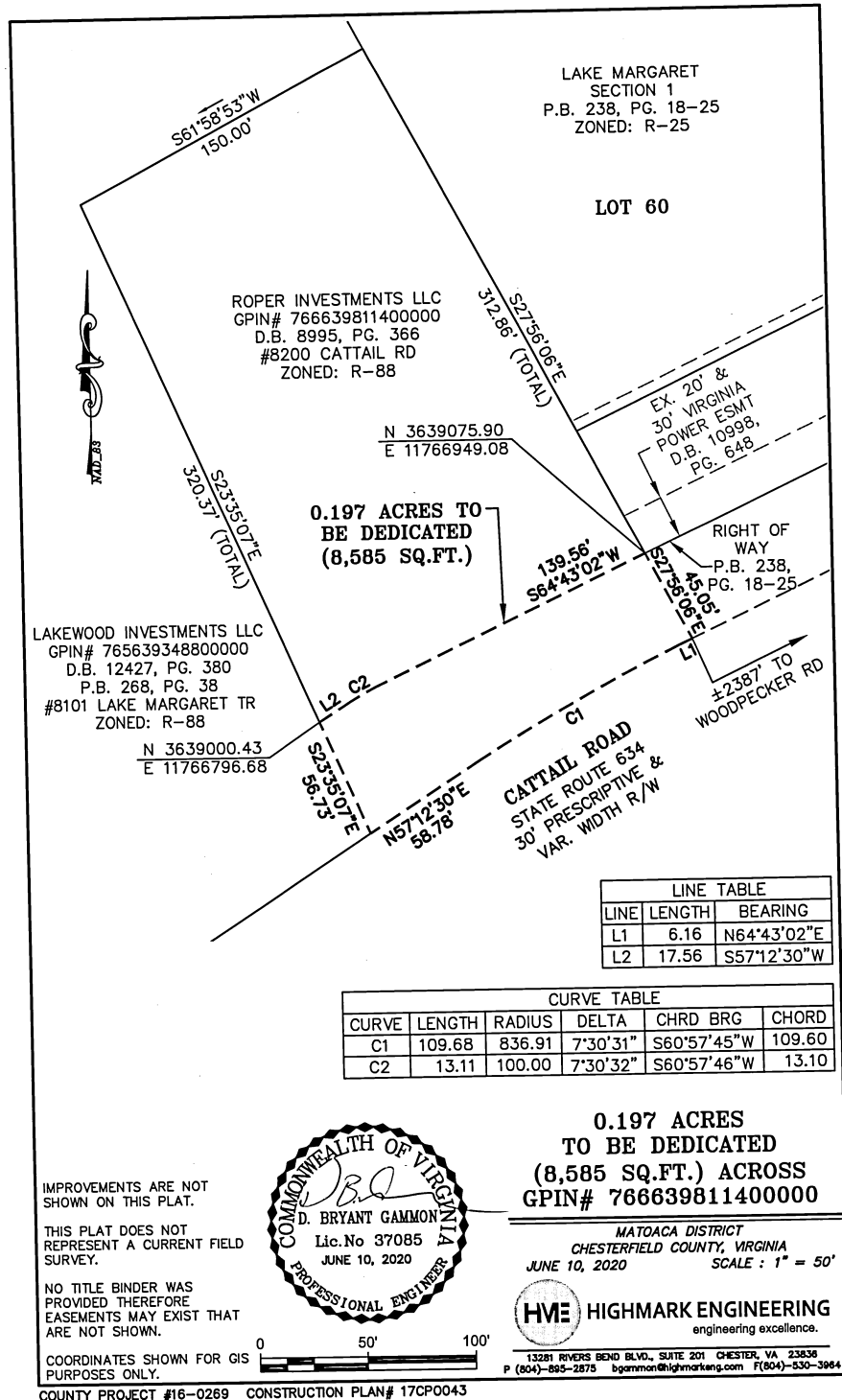


Board of Supervisors Meeting - July 22, 2020  
Acceptance of a Parcel of Land Along Cattail Road  
from Roper Investments, L.L.C.



Chesterfield County  
Real Property Office







**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 13.B.2.b.1.**

**Subject:**

To Connect Property at 207 Swift Creek Lane to the City of Colonial Heights' Water System

**Board Action Requested:**

Grant Lin Mark Henshaw Enterprises, Inc. permission to connect property at 207 Swift Creek Lane to the City of Colonial Heights' water system and authorize the County Administrator to execute the water connection agreement in a form acceptable to the County Attorney.

**Summary of Information:**

Lin Mark Henshaw Enterprises, Inc. has requested permission to serve property at 207 Swift Creek Lane with the City of Colonial Heights' water system, as the county's water system is not readily available and is located approximately 5,500 feet away from the property. This request has been reviewed by the Utilities Department and requires approval by the City Council of Colonial Heights.

Approval is recommended.

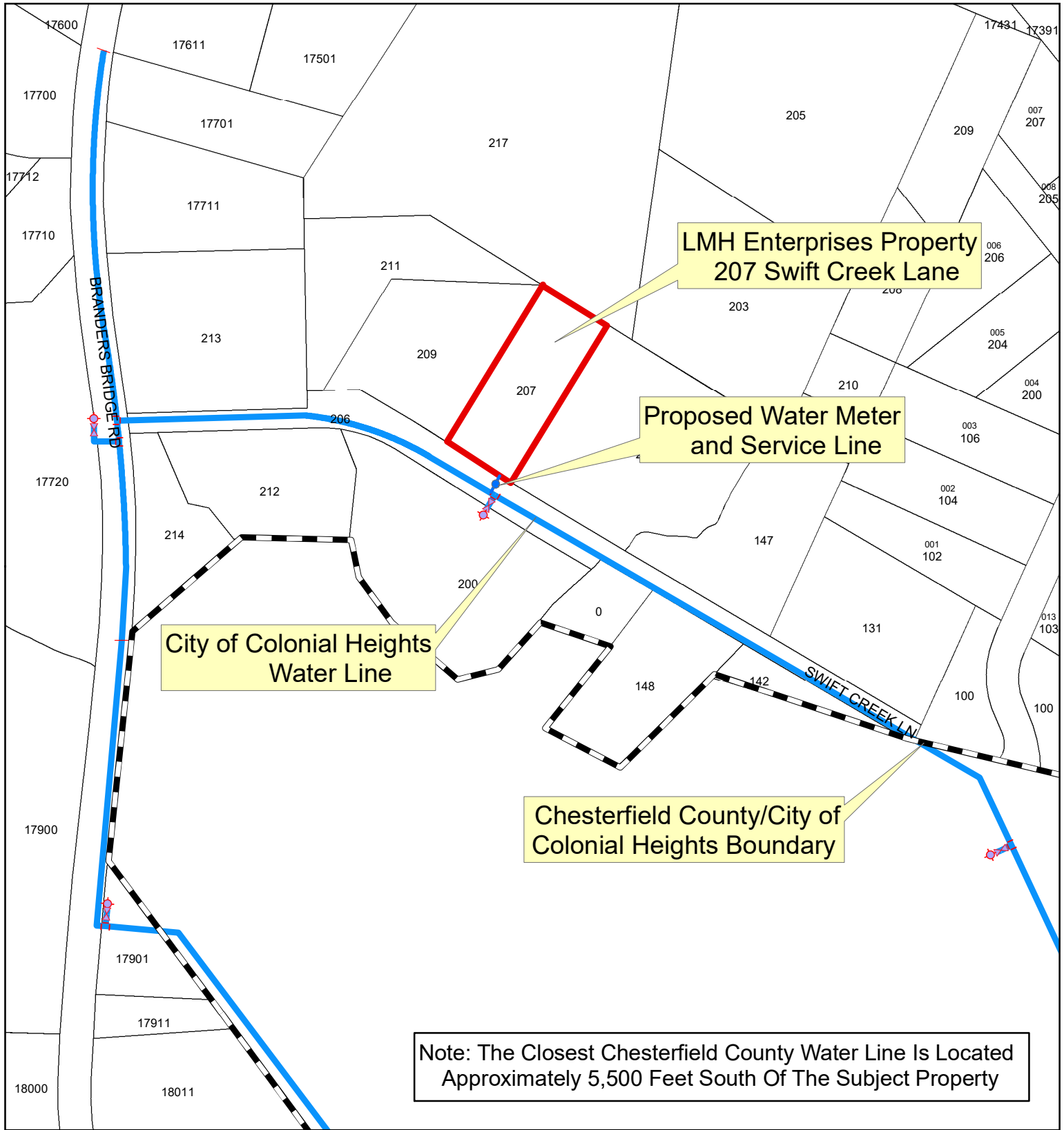
**Attachments:**

1. 207 Swift Creek Ln

Preparer: George Hayes, Director of Utilities

Approved By:

Board of Supervisors Meeting - July 22, 2020  
207 Swift Creek Lane - Lin Mark Henshaw Enterprises, Inc.  
Water Connection to City of Colonial Heights



**Chesterfield County  
Department of Utilities**

1 inch = 200 feet

R. Phelps 6/30/2020



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 13.B.2.b.2.**

**Subject:**

To Connect Property at 211 Swift Creek Lane to the City of Colonial Heights' Water System

**Board Action Requested:**

Grant Lin Mark Henshaw Enterprises, Inc. permission to connect property at 211 Swift Creek Lane to the City of Colonial Heights' water system and authorize the County Administrator to execute the water connection agreement in a form acceptable to the County Attorney.

**Summary of Information:**

Lin Mark Henshaw Enterprises, Inc. has requested permission to serve property at 211 Swift Creek Lane with the City of Colonial Heights' water system, as the county's water system is not readily available and is located approximately 5,250 feet away from the property. This request has been reviewed by the Utilities Department and requires approval by the City Council of Colonial Heights.

Approval is recommended.

**Attachments:**

1. 211 Swift Creek

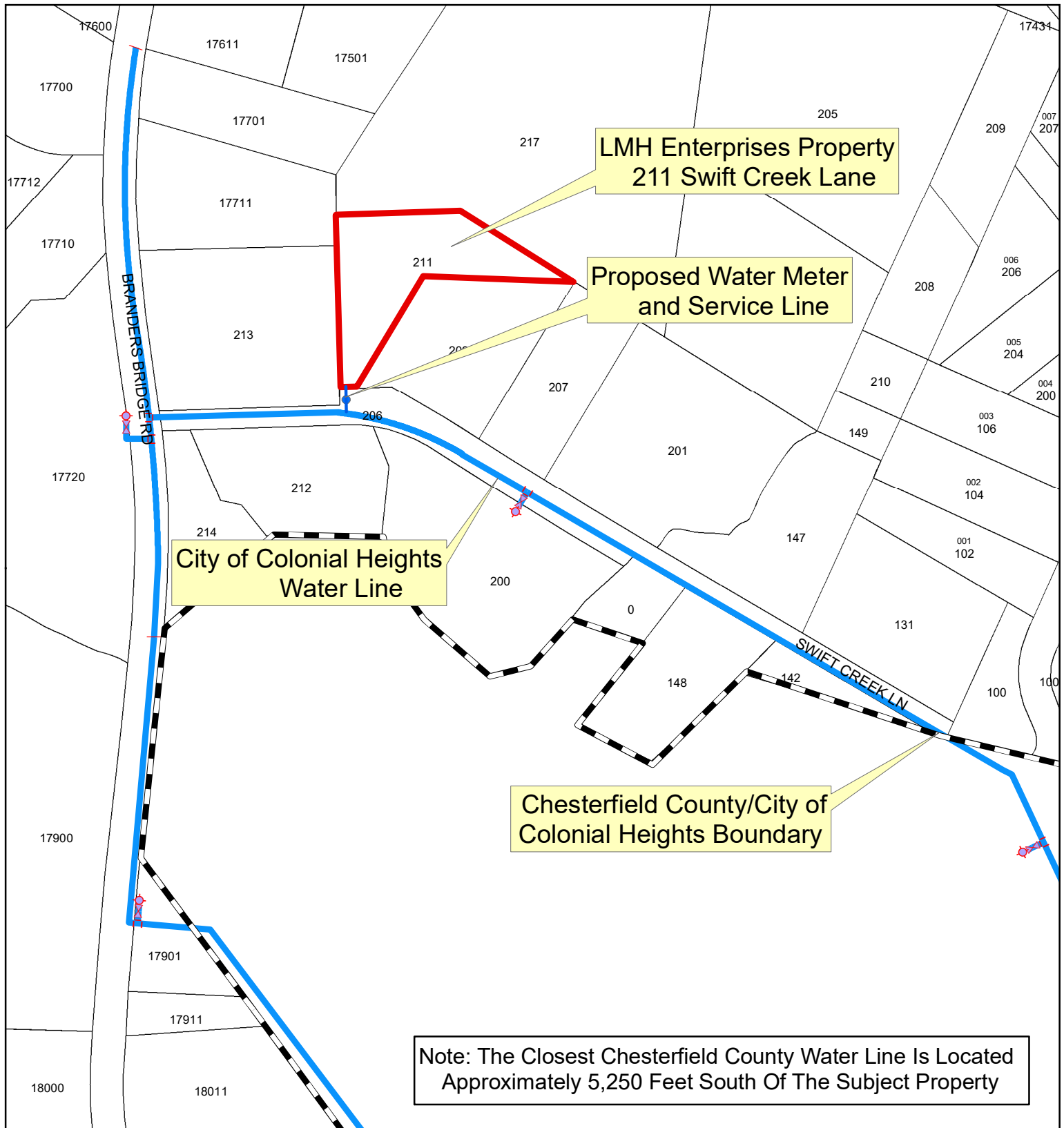
Preparer: George Hayes, Director of Utilities

Approved By:

A handwritten signature in black ink, appearing to be "George Hayes", is written over a horizontal line.



Board of Supervisors Meeting - July 22, 2020  
211 Swift Creek Lane - Lin Mark Henshaw Enterprises, Inc.  
Water Connection to City of Colonial Heights



**Chesterfield County  
Department of Utilities**

1 inch = 200 feet

R. Phelps 6/30/2020



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 13.B.3.**

**Subject:**

Award of the Construction Contract for County Project #16-0035, Wastewater Pump Stations Electrical Safety Improvements

**Board Action Requested:**

The Board of Supervisors is requested to authorize the Director of Procurement to award the construction contract to Triad Electrical Solutions, Inc in the amount of \$133,131 and execute all necessary change orders up to the full amount budgeted for the Wastewater Pump Stations Electrical Safety Improvement project.

**Summary of Information:**

This project consists of the adjustment and replacement of miscellaneous electrical components in eight wastewater pump stations in order to comply with the recommendations of a recently completed arc flash hazard analysis. Staff received a total of two responsive bids ranging from \$133,131 to \$196,440. The county's engineering consultant, Whitman, Requardt and Associates, has evaluated the bids and recommends award of the contract. Funds for the project are available in the current CIP.

**Attachments:**

None

Preparer: George Hayes, Director of Utilities  
Andrea Peeks, Director of Budget and Management

Approved By:



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 13.B.4.**

**Subject:**

Award of Construction Contract for County Contract# 19-0248 Operations Center Equipment Sheds

**Board Action Requested:**

The Board of Supervisors is requested to authorize the Director of Procurement to award the construction contract to Waco, Inc in the amount of \$275,000 and execute all necessary change orders up to the full amount budgeted for the Operations Center Equipment Sheds project.

**Summary of Information:**

This project consists of the erection of two pre-engineered metal buildings previously purchased by the County and to furnish and erect one additional pre-engineered metal building at the Utilities Operations Center. Staff received a total of one responsive bid in the amount of \$275,000. The county's engineering consultant, Austin Brockenbrough and Associates, has evaluated the bid and recommends award of the contract. Funds for the project are available in the current CIP.

**Attachments:**

None

Preparer: George Hayes, Director of Utilities  
Andrea Peeks, Director of Budget and Management

Approved By:



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 13.B.5.**

**Subject:**

Set a Public Hearing to Consider the Abandonment of a Portion of Deerleaf Court, State Route 7335

**Board Action Requested:**

Adopt the attached resolution to set a public hearing; post and publish notices; notify the Commissioner of Highways of the County's intention to consider the abandonment of a portion of Deerleaf Court, State Route 7335, from the Secondary System of State Highways.

**Summary of Information:**

Mach 39, LLC has requested the abandonment of a portion of Deerleaf Court, State Route 7335, and intends to develop a warehouse on the property. The Board of Supervisors is requested to adopt the attached resolution to set a public hearing for August 26, 2020; to post and publish notices; and notify the Commissioner of Highways of the County intention to consider the abandonment of a portion of Deerleaf Court, State Route 7335, shown on the attached map from the Secondary System of State Highways.

Approval is recommended

**Attachments:**

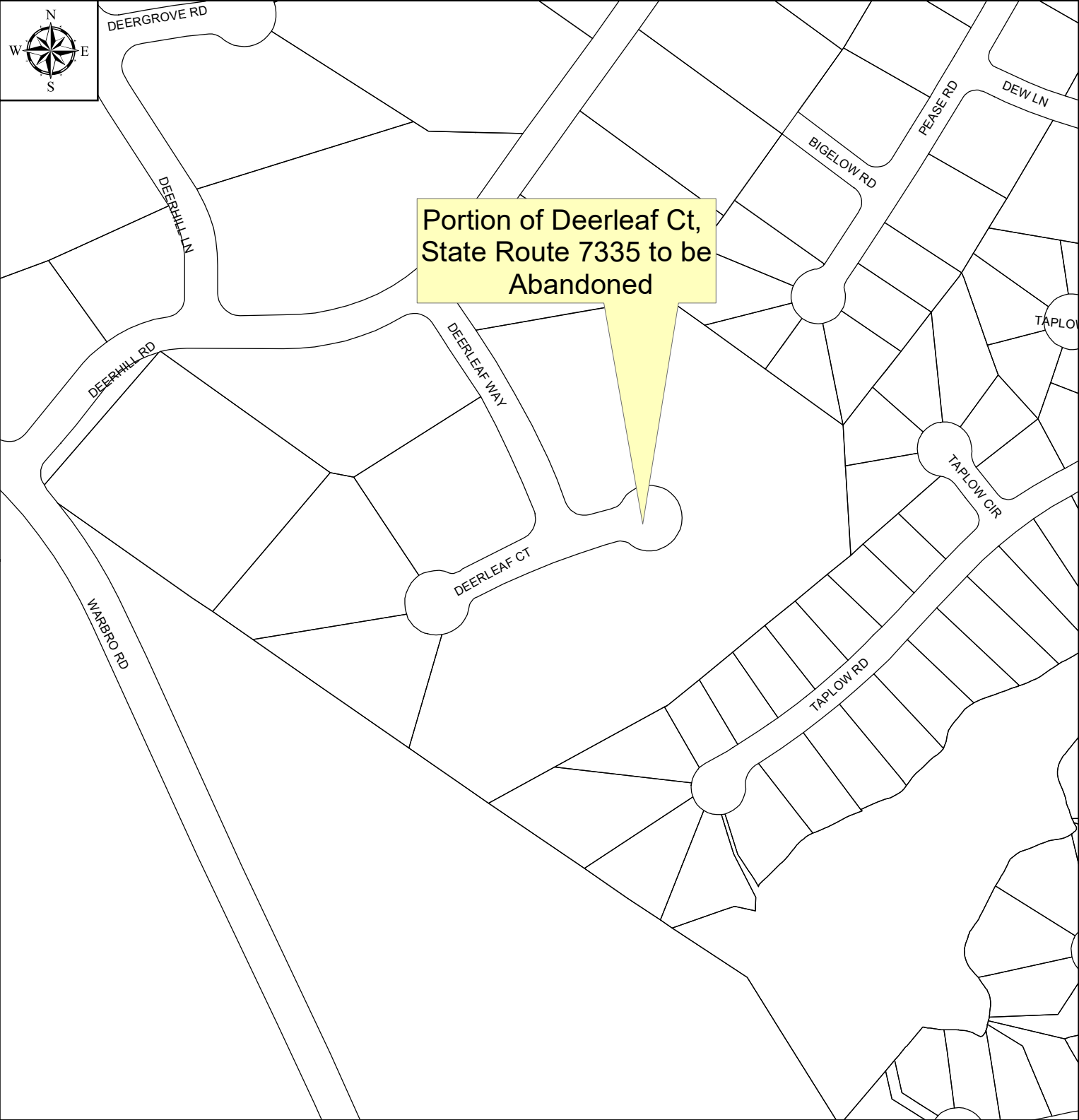
1. Deerleaf Court Vicinity Map
2. Deerleaf Court Node Map
3. Deerleaf Court Resolution

Preparer: Dean Sasek, Real Property Manager

Approved By:

  
\_\_\_\_\_

PORTION OF DEERLEAF COURT,  
STATE ROUTE 7335 TO BE  
ABANDONED



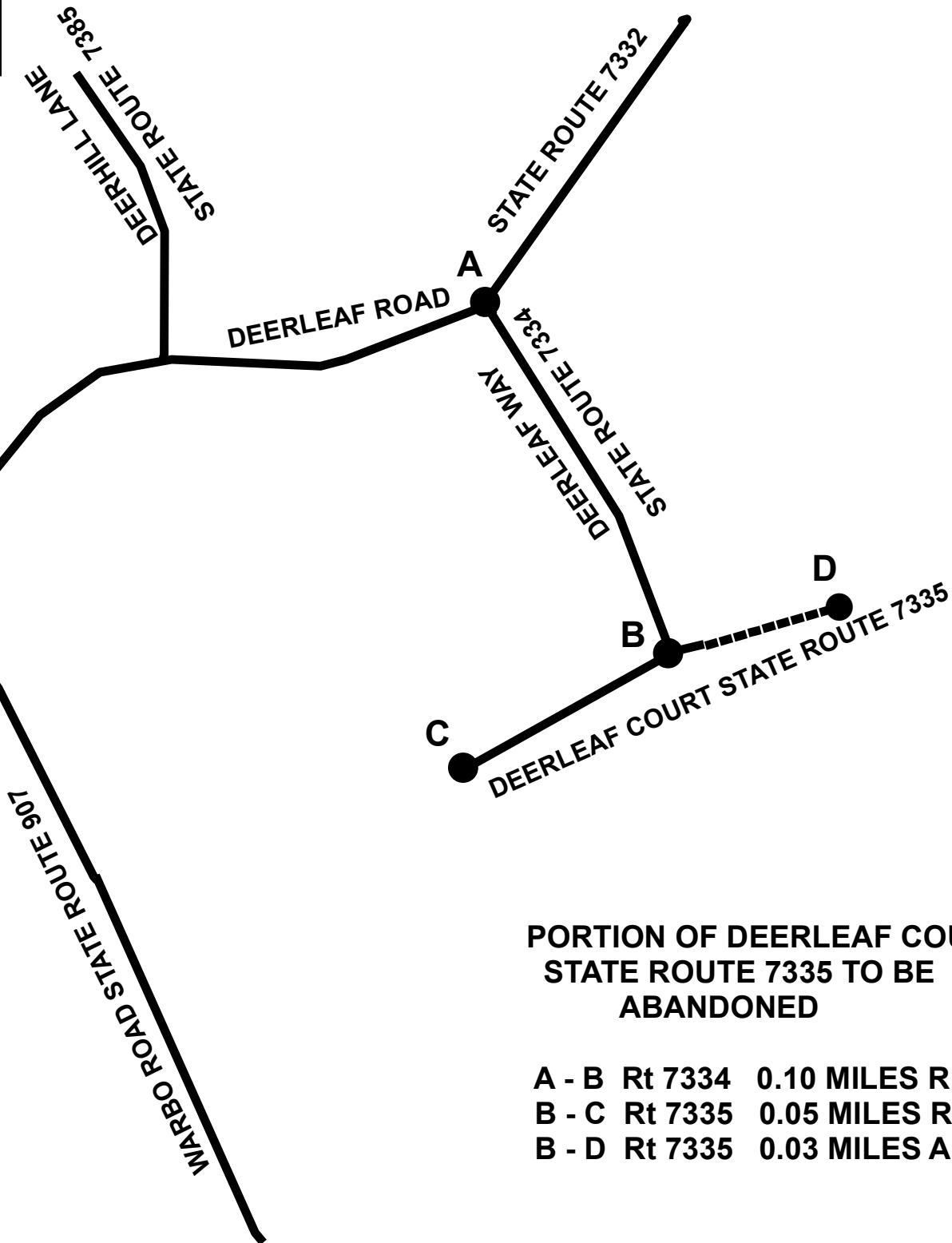
Chesterfield County  
Real Property Office



1 inch = 250 feet



MACH 39, LLC  
Changes in the Secondary System of State Highways;  
Deerleaf Court, State Route 7335  
Chesterfield County, Virginia



**PORTION OF DEERLEAF COURT,  
STATE ROUTE 7335 TO BE  
ABANDONED**

**A - B Rt 7334 0.10 MILES REMAIN**  
**B - C Rt 7335 0.05 MILES REMAIN**  
**B - D Rt 7335 0.03 MILES ABANDON**

Chesterfield County  
Real Property Office





CHESTERFIELD COUNTY: At a regular meeting of the Board of Supervisors, held in the Public Meeting Room at the Chesterfield Administration Building on July 22, 2020 at 6:00 p.m.

## **RESOLUTION**

Resolution of Chesterfield County's intention to consider a Resolution and Order to abandon a portion of Deerleaf Court, State Route 7335.

Pursuant to Section 33.3-909 of the Code of Virginia, 1950, as amended, be it resolved that the Chesterfield County Board of Supervisors hereby gives notice that at a public hearing to be held on August 26, 2020, it will consider a Resolution and Order to abandon a portion of Deerleaf Court, State Route 7335, a distance of 0.03 miles, since it serves no public necessity and is no longer needed as part of the Secondary System of State Highways.

Accordingly, the Clerk of the Board shall send a copy of this Resolution to the Commissioner of Highways. The clerk shall further cause to be published and posted the required notices of the Board's intention to abandon a portion of Deerleaf Court, State Route 7335.

Certified By:

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Sara Hall  
Clerk to the Board of Supervisors



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 13.B.6.**

**Subject:**

Set a Public Hearing to Amend and Reenact Chapter 5 of the County Code to add § 5-12 Regarding Blighted Property Declarations and to Declare Two Properties Blighted

**Board Action Requested:**

The Board is requested to set a public hearing on August 26, 2020 to consider amending Chapter 5 of the County Code to add § 5-12 Regarding Blighted Property Declarations

**Summary of Information:**

This proposed ordinance amendment, attached, pertains to two properties in the county that have been declared blighted by the building official, 1358 Old Bon Air Road and 4731 Black Oak Road. When the building official makes a preliminary determination that a property is blighted, the property owner is given an opportunity to provide a plan to remedy the blight. If no plan is submitted or the plan will not cure the blight, the director of community enhancement may request the Board of Supervisors to declare the property blighted. Once that declaration is made, the county may proceed with acquiring or repairing the property to cure the blight.

To remedy the longstanding blight at these two properties, the Board is requested to set a public hearing on August 26, 2020 to consider amending Chapter 5 of the County Code to add § 5-12 regarding Blighted Property Declarations, which will declare that 4731 Black Oak Road and 1358 Old Bon Air Road are blighted. The adopted ordinance will facilitate the Department of Community Enhancement's efforts, in coordination with the Departments of Planning and Building Inspection, to improve the structural and aesthetic characteristics of these properties, increase safety, and remedy long-standing code violations at these properties.

**Attachments:**

1. Ordinance amending 5-12

Preparer: Daniel Cohen, Director

Approved By:

AN ORDINANCE TO AMEND THE CODE OF THE COUNTY  
OF CHESTERFIELD, 1997, AS AMENDED, BY AMENDING  
AND RE-ENACTING CHAPTER 5 BY ADDING SECTION 5-12  
“BLIGHTED PROPERTY DECLARATIONS”

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

*(1) That Chapter 5 of the Code of the County of Chesterfield, 1997, as amended, is amended and re-enacted to add section 5-12, which section shall read as follows:*

**Sec. 5-12-**

In accordance with the definition of “blighted property” in section 5-7.3 and the provisions of section 5-7.4, the following properties are declared to be blighted properties:

- (a) 4731 Black Oak Road, N. Chesterfield, Va 23237 (parcel ID: 779676310900000)
- (b) 1358 Old Bon Air Road, N. Chesterfield, Va 23235 (parcel ID: 750712434100000)

3137:117503.1





**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 13.B.7.**

**Subject:**

Set a Public Hearing Regarding the Appropriation of the Remaining \$20.8 Million in CARES Act Funding

**Board Action Requested:**

Set a Public Hearing for August 26, 2020 regarding the appropriation of the remaining \$20.8 million in CARES Act funding

**Summary of Information:**

On June 1, 2020, the County received \$30.8 million in federal stimulus funding in accordance with the Coronavirus Aid, Relief and Economic Security (CARES) Act. On June 24, 2020, the Board of Supervisors appropriated up to \$10.0 million of this funding for use in FY2020. The Board is being asked to set a public hearing for August 26, 2020 to consider appropriation of the remaining \$20.8 million in CARES Act funds. Detail of the intended uses is provided in the attachment; a high-level overview of expenditure categories follows:

- *Virus Mitigation:* Costs to equip County facilities and employees for best practice recommendations to address virus mitigation. Examples include the purchase of PPE and hand sanitizer, partitions for office areas to enable safe employee and customer interactions and building modifications to implement safer HVAC protocols.
- *Community Support and Customer Service:* Costs to bolster community infrastructure and assist with at-large COVID-19 mitigation efforts. Examples include increasing wifi coverage at strategic County facility locations, providing funding for employment counseling and rental assistance, implementing new technologies that enable additional services to be done online, and the installation of self-service kiosks at all County library locations
- *Workforce Costs:* County workforce costs directly related to employee-specific impacts related to COVID-19
- *Supporting a Remote Work Environment:* Costs to enable the County to maximize its capability to provide services remotely. Examples include laptops and information technology and corresponding infrastructure to support a larger number of workers accessing County networks remotely.
- *Equipping Schools:* Costs to support the Chesterfield County Public Schools' efforts to provide educational services in a safe and effective manner. Examples include PPE and thermometers for all school locations and Chromebook purchases to supplement distance learning efforts.

Remaining balances of CARES Act funding not currently designated for expenditure in one of the

aforementioned categories will be further designated at a later time. Staff will consult with the Board on subsequent plans for the use of these funds as needs arise.

Note that uses of the CARES Act funding recommended herein are to comply with guidance issued by the U.S. Department of Treasury. This guidance sets-out criteria and limitations of the use of these funds to assist with impacts from the COVID-19 pandemic. Additionally, eligible expenditures must be incurred between March 1, 2020 and December 30, 2020.

**Attachments:**

1. CARES Expenses July 2020

Preparer: Andrea Peeks, Director of Budget and Management

Approved By:

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**Proposed Allocation of CARES Act Funding**

22-Jul-20

Category	Item	Amount
<b>Appropriated in FY2020</b>		
Economic Development Authority	Back in Business Program	5,000,000
Countywide	Reimbursement for eligible expenses	5,000,000
		<b>Total, FY20 10,000,000</b>
<b>To Appropriate in FY2021</b>		
<b>Virus Mitigation</b>		
Buildings and Grounds	Building modifications for COVID-19 safety protocols	1,019,200
Buildings and Grounds	PPE for County departments (non-public safety)	301,000
Buildings and Grounds	Cleaning/sanitizing costs for County departments (non-public safety)	183,700
Sheriff	Deploy additional staff to promote distancing at Courts	178,000
Public Safety	PPE/sanitizing supplies for public safety	1,016,500
<b>Subtotal</b>		<b>2,698,400</b>
<b>Community Support and Customer Service</b>		
IST	Increase wifi coverage at strategic County locations (Libraries, Lane B Ramsey building, Community Development building)	60,000
Community Enhancement	Partnership to provide employment counseling	75,000
Community Enhancement	Regional partnership to provide rental assistance (note: separate item for 7/22/20 Board agenda)	50,000
Library	Install self check-out kiosks to reduce person-to-person interaction and improve service	150,000
Library	Install self service lockers to reduce person-to-person interaction and improve service	75,000
IST	Augment electronic signature capabilities (DocuSign)	76,100
IST	ELM Electronic Document Review and Accela	104,000
<b>Subtotal</b>		<b>590,100</b>
<b>Workforce Costs</b>		
Countywide	Eligible time for staff substantially dedicated to COVID-19 response (public safety, IST, etc.)	2,000,000
HR/Employee Benefits	VEC Claims	515,400
<b>Subtotal</b>		<b>2,515,400</b>
<b>Supporting Remote Work Environment</b>		
IST	Provide laptops for County workforce to bolster telework capabilities	6,982,500
IST	ThinClient Laptops (cost efficient alternative to standard laptops)	55,000
IST	VPN connection for laptops and tablets to support remote working capabilities (NetMotion Mobility Subscription)	396,000
IST	Contractors to assist with laptop programming and deployment	400,000
IST	Telework kits	650,000
IST	Infrastructure support for telework environment	275,000
<b>Subtotal</b>		<b>8,758,500</b>
<b>Schools</b>		
Schools	PPE	291,400
Schools	Funding to assist with purchase of Chromebooks for grades pre-k through 2	3,307,000
Schools	Bus reroute efforts to accommodate alternative schedule	50,000
Schools	Thermometers	16,300
<b>Subtotal</b>		<b>3,664,700</b>
		<b>Total, FY21 18,227,100</b>
<b>Remaining Not Yet Allocated</b>		<b>2,553,514</b>
<b>Total CARES Act Grant Amount</b>		<b>30,780,614</b>





**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 13.B.8.**

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**Subject:**

Accept and Appropriate a \$1,875,000 COPS Hiring Grant Program Award and Increase Police Department Staffing by 15 Full-Time Positions to Accommodate the Award Criteria

**Board Action Requested:**

Accept and appropriate a COPS Hiring Program grant, in the amount of \$1,875,000, from the US Department of Justice for the Chesterfield County Police Department to hire 15 additional officers beyond the general budget allocation

**Summary of Information:**

The Chesterfield County Police Department (CCPD) has been awarded funding from the 2020 COPS Hiring Program to support an additional 15 sworn officer positions beyond the general budget allocation. These officers will be supported with federal funds for the duration of the 36 month grant period, July 1, 2020 through June 30, 2023. The grant requires that the County provide \$1,220,637 in local match, as well as an additional 12 month retention for each position after the initial three-year grant period. The County's share of the personnel and operating costs to support these 15 full-time positions is anticipated to total approximately \$2,044,000 over the three year period of the grant. The additional cost to the County beyond the required local match is to provide necessary operating support for these 15 positions (i.e., vehicles, equipment, uniforms, etc.); the grant does not allow the use of federal monies for operating costs.

In accordance with grant guidelines, CCPD intends to hire additional sworn positions to augment the existing Special Victims Unit and address strategic departmental and community needs in the area of emergency response.

**Attachments:**

1. CC ATTCH ORI VA02101 - Award 2020ULWX0053 - Award package

Preparer: Jeffrey Katz, Chief of Police

Approved By:



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U.S. DEPARTMENT OF JUSTICE  
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES  
145 N Street, NE, Washington, D.C. 20530

**COPS**

June 25, 2020

Chief of Police Jeffrey Katz  
Administrator Joseph Casey

Chesterfield County Police Department  
10001 Iron Bridge Road  
P.O. Box 148  
Chesterfield, VA 23832

Re: COPS Hiring Program award number 2020ULWX0053  
ORI VA02101

Dear Chief of Police Katz and Administrator Casey:

Congratulations on your agency's award for 15 officer position(s) and \$1,875,000.00 in federal funds over a three-year award period under the 2020 COPS Hiring Program (CHP). The local cash match required for this award will be \$1,220,637.00. Your agency may use CHP award funding to (1) hire new officers, (2) rehire officers who have been laid off, or (3) are scheduled to be laid off on a specific future date, as a result of local budget reductions, on or after the official award start date. Please note that any changes to the awarded hiring categories require an official review and approval by the COPS Office.

A list of conditions that apply to your award is included on your Award Document and Award Document Supplement, if applicable. A limited number of agencies may be subject to an Additional Award Notification as a result of an ongoing federal civil rights investigation, other award review, or audit of your agency by the Department of Justice. If applicable to your agency, the Additional Award Notification is included at the end of this letter and is incorporated by reference as part of this letter. In addition, a limited number of agencies may be subject to Special Conditions as a result of high risk designation or other unique circumstances. If applicable to your agency, these Special Conditions will be found in an Award Document Supplement in your award package. You should read and familiarize yourself with these conditions. **To officially accept your award, the Award Document (including the conditions and special conditions, if applicable) must be signed electronically via the Account Access link on the COPS Office website at [www.cops.usdoj.gov](http://www.cops.usdoj.gov) within 45 days from the date of this letter.**

The official start date of your award is 07/01/2020. Therefore, you can be reimbursed for allowable and approved expenditures made on or after this date. Please carefully review the Financial Clearance Memorandum (FCM) included in your award package to determine your approved budget, as some of your requested items may not have been approved by the COPS Office during the budget review

ADVANCING PUBLIC SAFETY THROUGH COMMUNITY POLICING

process and award funds may only be used for approved items. The FCM will specify the final award amount and will also identify any disallowed costs.

Supplemental online award information for 2020 COPS CHP recipients can be found on the CHP Program page at <https://cops.usdoj.gov/chp-award>. We strongly encourage you to visit this site immediately to access a variety of important and helpful documents that will assist you with the implementation of your award including the 2020 CHP Award Owner's Manual, which specifies the programmatic and financial terms, conditions, and requirements of your award. In addition, the above website link includes the forms and instructions necessary to begin drawing down funds for your award. Please also ensure that you print out a copy of your application and maintain it with your award file records.

Once again, congratulations on your 2020 CHP award. If you have any questions about your award, please do not hesitate to call your Grant Program Specialist through the COPS Office Response Center at 800-421-6770.



Phillip E. Keith, Director

Date: 06/18/2020

**Additional Award Notification**





U.S. DEPARTMENT OF JUSTICE  
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES  
145 N Street, NE, Washington, D.C. 20530

**COPS**

## Award Document

### *COPS Office COPS Hiring Program (CHP)*

**CFDA - 16.710 - Public Safety Partnership and Community Policing Grants**

**Treasury Account Symbol (TAS) 15X0406**

**Award Number: 2020ULWX0053**

**ORI Number: VA02101**

**OJP Vendor Number: 546001208**

**DUNS Number: 074746942**

**Applicant Organization's Legal Name: Chesterfield County Police Department**

**Applicant's System for Award Management (SAM) name: Chesterfield, County Of**

**Law Enforcement Executive / Agency Executive: Chief of Police Jeffrey Katz**

**Government Executive / Financial Official: Administrator Joseph Casey**

**Award Start Date: 07/01/2020**

**Award End Date: 06/30/2023**

**Award Amount: \$1,875,000.00**

#### **Full-Time Officers Funded: 15**

**New Hires: 15    Rehires Previously Laid Off: 0    Rehires Scheduled for Lay Off: 0**

The FY 2020 COPS Hiring Program (CHP) award provides funding to law enforcement agencies to hire and/or rehire career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. CHP awards provide up to 75 percent of the approved entry-level salaries and fringe benefits of full-time officers for a 36-month award period, with a minimum 25 percent local cash match requirement and a maximum federal share of \$125,000 per officer position.

The Financial Clearance Memorandum (FCM) and, if applicable, the Cooperative Agreement included in your award package are incorporated by reference in their entirety and shall become part of this Award Document. By signing this Award Document, the recipient agrees to abide by all FY 2020 Community Policing Development Program (CHP) Award Terms and Conditions; the approved budget in the FCM; if applicable, all requirements in the Cooperative Agreement; and, if applicable, the Special Award Conditions and/or High Risk Conditions in the Award Document Supplement.

Phillip E. Keith, Director

Date: 06/18/2020

(Signature Pending)

(Date Pending)

Signature of the Program Official with the Authority to Accept  
this Grant Award

Date

(Signature Pending)

(Date Pending)

*Signature of the Financial Official with the Authority to Accept      Date*  
*this Grant Award*

False statements or claims made in connection with COPS office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any remedy available by law to the Federal Government.



## Financial Clearance Memorandum

### *COPS Office COPS Hiring Program Program (CHP)*

To: Chief of Police Jeffrey Katz and Administrator Joseph Casey

Re: Financial Clearance Memorandum

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

Total officer positions awarded: 15

#### Approved costs per entry-level officer, per year

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
<b>Base salary</b>	<b>\$44,300.00</b>	<b>\$45,186.00</b>	<b>\$46,089.72</b>
<b>Benefits</b>	<b>\$22,958.28</b>	<b>\$23,593.45</b>	<b>\$24,248.35</b>
Social Security	\$2,746.60	\$2,801.53	\$2,857.56
Medicare	\$642.35	\$655.20	\$668.30
Health insurance	\$8,800.00	\$9,152.00	\$9,518.08
Life insurance	\$580.33	\$591.94	\$603.78
Vacation	\$0.00	\$0.00	\$0.00
Sick leave	\$0.00	\$0.00	\$0.00
Retirement	\$10,189.00	\$10,392.78	\$10,600.63
Worker's compensation	\$0.00	\$0.00	\$0.00
Unemployment insurance	\$0.00	\$0.00	\$0.00

#### Approved total project costs

Per officer      Grand total

Salaries and fringe benefits	\$206,375.80	\$3,095,637.00
Federal share	\$125,000.00	\$1,875,000.00
Applicant share	\$81,375.80	\$1,220,637.00

Local match waiver not granted.

Budget Cleared Date: 06/25/2020

**Overall Comments:**

NA

**Additional Comments:**

N/A







**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 13.B.9.**

**Subject:**

Authorize the Fire and EMS Department, to Receive and Appropriate \$57,421 in Grant Funds from the Department of Homeland Security, 2020 Assistance to Firefighters Grant Program – COVID-19 Supplemental Award

**Board Action Requested:**

Authorize the Fire and EMS Department, to receive and appropriate \$57,421 in grant funds from the Department of Homeland Security, 2020 Assistance to Firefighters Grant Program – COVID-19 Supplemental Award.

**Summary of Information:**

The Board of Supervisors is requested to approve the acceptance and appropriation of \$57,421 in grant funds awarded from the Department of Homeland Security, 2020 Assistance to Firefighters Grant Program – COVID-19 Supplemental Award for the purchase of personal protective equipment to be utilized to establish an inventory in anticipation of the resurgence of COVID-19.

The County is obligated to provide \$5,742 in matching funds for this grant award (bringing the overall grant total to \$63,163) which will be covered by funding in Chesterfield Fire and EMS Revenue Recovery.

**Attachments:**

None

Preparer: Loy Senter, Fire Chief

Approved By:



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 13.B.10.**

**Subject:**

Authorize the Receipt and Appropriation of \$159,870 in CARES Act Funding For Use by the Registrar to Support Costs Associated With the 2020 Presidential Election

**Board Action Requested:**

Authorize the receipt and appropriation of \$159,870 in CARES Act funding for the Registrar to support costs associated with the 2020 Presidential Election

**Summary of Information:**

The General Registrar for Chesterfield County has received \$159,870 in Coronavirus Aid, Relief, and Economic Security (CARES) Act funding to be used to offset the costs associated with the 2020 Presidential Election. Certification of these funds is required by July 31, 2020. The funding was received via the state Department of Elections. Guidance provided by the Department of Elections directs use of these funds to minimize impacts of COVID-19 and lists examples of eligible expenses that include mailings, equipment to handle increase in voting preferences, or personnel.

Funds must be encumbered by November 30, 2020 and paid out by December 31, 2020.

Funds determined to be used for ineligible expenses must be paid back to the Department of Elections with interest

**Attachments:**

None

Preparer:

Approved By:



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 13.B.11.**

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**Subject:**

Authorize the Receipt and Appropriation of 2019 State Homeland Security Grant Funds from the Department of Homeland Security

**Board Action Requested:**

Authorize the Fire and EMS Department, to receive and appropriate \$60,000 in 2019 State Homeland Security Grant funds from the Department of Homeland Security.

**Summary of Information:**

**Summary of Information:**

The Board of Supervisors is requested to approve the acceptance and appropriation of grant funds awarded from the Department of Homeland Security for the following regional projects:

1. Funding of \$60,000 to manage a local small-Unmanned Aircraft System project that will provide for the purchase of equipment to support aerial imagery and video support that will work in collaboration with the Mobile Command Center, Technical Rescue/ Urban Search and Rescue Task Force, Dive Team and Hazardous Materials Team.

No local match of funds is required for any portion of the grant funds.

**Attachments:**

None

Preparer: Loy Senter, Fire Chief

Approved By:



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**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 13.B.12.**

**Subject:**

Approval of a Contract for Health and Fitness Services to Chippenham and Johnston-Willis Hospitals Inc. for Chesterfield County Fire & EMS Uniformed Members

**Board Action Requested:**

Approve and authorize the county administrator to execute a contract with Chippenham & Johnston-Willis Hospitals, Inc. (CJWH) for health and fitness services for Chesterfield County Fire & EMS (CFEMS). This contract includes annual physicals and associated medical testing and management of the firefighter fitness program. The estimated annual value of this contract is \$310,000.

**Summary of Information:**

Pursuant to a county procurement process, CJWH demonstrated the knowledge, experience, qualifications and flexibility to provide health services and medical testing required by CFEMS to comply with federal requirements and meet industry best practices for ensuring the health and safety of uniformed members. Moreover, CJWH employs physical trainers, strength and conditioning coaches, nutritionists and physical therapists that will enhance the CFEMS mandatory physical fitness program and assist with the fitness conditioning of uniformed members. Resources that will be available to CFEMS uniformed members include nutritional information, certified strength and conditioning coaches, phone conferences for strength and conditioning recommendations and questions, and online videos/tutorials. The contract will also allow the option for uniformed members of the Chesterfield County Police Department and Sheriff's Office to participate in the physical fitness services provided by CJWH during scheduled hours at the Eanes-Pittman Public Safety Training Center Gym. Funds are available within the current FY2021 budget.

Approval is recommended.

**Attachments:**

1. #112824961v7\_US\_Active\_ - HCA\_CJW\_ Service Agreement with County of Chesterfield for Health and Wellness Services Fire and EMS - Final

Preparer: Loy Senter, Fire Chief

Approved By:



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## **Service Agreement**

### **SERVICE AGREEMENT # \_\_\_\_\_ FOR TOTAL HEALTH AND WELLNESS SERVICES, FIRE AND EMS**

This Service Agreement (this "Agreement"), entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date"), by and between the COUNTY OF CHESTERFIELD, VIRGINIA (the "County"), a political subdivision of the Commonwealth of Virginia, and Chippenham and Johnston-Willis Hospitals, Inc. ("Contractor").

### **W I T N E S S E I H :**

WHEREAS, by Request for Proposal No. ADMN19000123 (the "RFP"), the County solicited interested firms to submit proposals for Total Health and Wellness Services, Fire and EMS; and

WHEREAS, Contractor has represented to the County that it is fully capable of performing the services described in this Agreement, and the County has relied on such representation to select Contractor to provide the services; and

WHEREAS, the County and Contractor now desire to enter into an agreement setting forth their rights and obligations with regard to Contractor's performance of the services.

NOW, THEREFORE, for and in consideration of the mutual agreements contained herein, the parties agree as follows.

1. **Scope of Services.** Contractor shall furnish all labor, materials and services necessary to satisfy the requirement of the County as set forth in the RFP, this Agreement, and any additional services described in Contractor's proposal entitled "Response to Proposal #ADMN19000123 Chesterfield County Total Health and Wellness Services, Fire and EMS" dated February 28, 2019 and any revisions thereto, hereinafter referred to as "Proposal". The work to be performed by Contractor is described in detail in the RFP and the Proposal, and shall be referred to collectively as the "Services". Contractor represents that it will perform the Services in accordance

with generally accepted professional standards. In the event of any conflict between the terms of this Agreement, Exhibits A and B and the Proposal, the terms of this Agreement shall control. Contractor shall designate a person to act as Contractor's contact with respect to the Services.

2. Authorization. Contractor warrants that it has the right to enter into this Agreement and to perform all obligations hereunder. Contractor represents that the execution of this Agreement and performance of any of its obligations hereunder are duly authorized and in compliance with applicable federal, state and local laws, rules and regulations ("Applicable Law"). Contractor represents that it holds all valid licenses and permits necessary to perform the Services and will promptly notify the County in the event any such license or permit expires, terminates or is revoked.

3. County's Obligations. The County shall furnish Contractor, upon request, with any information, data, reports, and records which are reasonably available to the County and necessary for carrying out Contractor's responsibilities, so long as the provision of such information, data, reports, and records to Contractor is consistent with Applicable Law. The County shall designate a person to act as the County's contact with respect to the Services. The County's representative shall have the authority to transmit instructions, receive information and interpret and define the County's policies and decisions pertinent to Contractor's Services.

4. Time of Performance. All Services to be performed and any reports to be prepared hereunder by Contractor shall be undertaken and completed promptly pursuant to a schedule to be agreed upon in writing between the County and Contractor. It is expressly understood and agreed by the parties hereto that time is of the essence.

5. Contract Terms. This Agreement shall commence on\_\_\_\_\_, and shall continue for an initial term of one (1) year (the "Initial Term"). Thereafter, this Agreement may be renewed upon the mutual written agreement of the parties for four (4) additional one (1) year terms as indicated in Exhibit A (each, a "Renewal Term"). (The



Initial Term and any Renewal Terms shall be referred to herein collectively as the "Term.")

6. Compensation.

a. In General. The County shall pay Contractor, provided that Contractor performs to the satisfaction of the County, fee(s) as attached in Exhibit A. Pricing changes may be made by mutual, written agreement of the parties, prior to any renewal of this Agreement.

b. Fair Market Value. At no time during the Term of this Agreement shall compensation to Contractor be inconsistent with fair market value ("FMV"). In furtherance thereof, Facility shall conduct periodic FMV analyses to evaluate the rates under this Agreement, and, if necessary, will adjust such rates after completion of such analysis to reflect a change in FMV.

7. Time of Payment. Contractor shall submit invoices in accordance with the schedule outlined above. The County shall make payments to Contractor subject to the terms of this Agreement within thirty (30) days of receipt of Contractor's correct invoice. Contractor understands and accepts that the County will not pay any finance charges imposed on any invoices submitted by Contractor for services performed under this Agreement. If the Agreement expires or is terminated by either party, payments due Contractor for services rendered prior to expiration or termination shall be paid to Contractor and shall constitute total payment for such services. Payments made to Contractor shall not be considered as evidence of satisfactory performance of the work by Contractor, either in whole or in part, nor shall any payment be construed as acceptance by the County of inadequate services.

8. Non-Appropriations. The continuation of the terms, conditions, and provisions of this Agreement beyond the fiscal year is subject to approval and ratification by the Chesterfield County Board of Supervisors (and the Chesterfield County School Board, as applicable) and appropriation by them of the necessary money to fund this Agreement for each succeeding year.

9. Termination.

a. Termination Without Cause. Either party may terminate this Agreement without cause by providing not less than one hundred eighty (180) days' prior written notice to the other party.

b. Termination for Cause. In the event of a material breach of this Agreement by one party, the non-breaching party may terminate this Agreement by providing not less than thirty (30) days' prior written notice to the other party and the breaching party does not cure the breach within such thirty (30) day period.

10. Records and Inspection. Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to this Agreement. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices or claims submitted by Contractor pursuant to this Agreement, provided that nothing in this Agreement shall require Contractor to provide any access or records that would cause Contractor to fail to comply with any Applicable Law or confidentiality obligation to any third party or waive any legal privilege. Such records subject to examination shall also include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including indirect labor and overhead allocations) as they may apply to costs associated with this Agreement. The County shall have access to such records from the Effective Date of this Agreement, for the duration of the Agreement, and until two (2) years after the date of final payment by the County to Contractor pursuant to this Agreement.

11. Insurance. Contractor shall purchase and maintain in force, at its own

expense, such customary insurance as will protect it from claims which may arise out of or result from Contractor's execution of the work, whether such execution be by itself or its employees. Contractor shall furnish a Certificate of Insurance, naming Chesterfield County as an additional insured for general liability coverage. Should any of the policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. Contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are reasonably acceptable to the County's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to subcontract any part of the work to be done under this Agreement. The Contractor shall maintain during the Term of this Agreement the following equivalent coverage and minimum limits:

- (a) Commercial general liability insurance for bodily injury, death and property damage (including coverages for product liability, completed operations and personal injury liability) with limits not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate;

- (b) Healthcare professional liability insurance with limits not less than the maximum malpractice award permitted under Virginia law (Va. Code § 8.01-581.15);

- (c) Automobile liability insurance (including non-owned, owned, hired and leased autos) with limits of One Million Dollars (\$1,000,000) per accident; and

- (d) Workers' compensation insurance with statutory limits, as applicable.

12. Confidentiality. Unless expressly authorized by the County or as required or permitted by Applicable Law, Contractor, its officers and employees, shall not divulge to anyone other than County officials in either written or verbal form any information or data obtained as a result of performing services pursuant to this Agreement. Contractor agrees to assume all responsibility for ensuring the privacy, confidentiality, and security of Chesterfield County data released to Contractor under this Agreement through the use

of necessary and appropriate security and technical controls.

13. When Rights and Remedies Not Waived. In no event shall the making by the County of any payment to Contractor constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of Contractor, and the making of any such payment by the County while any such breach or default exists shall not impair or prejudice any rights or remedies available to the County in respect to such breach or default.

14. Non-Discrimination Provision. During the performance of this Agreement, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, age or disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

Contractor shall include the provisions of the foregoing subparagraphs a, b, and c in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

15. Drug Free Workplace. During the performance of this Agreement, Contractor agrees to:



(a) Provide a drug-free workplace for Contractor's employees.

(b) Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(c) State in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.

(d) Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

16. Hold Harmless. Contractor shall indemnify, defend and hold the County, and its employees and agents harmless from and against any and all third party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising solely out of or resulting solely from a breach by Contractor of any term of this Agreement or the Business Associate Agreement between the parties or arising solely out of Contractor's negligent or intentionally wrongful acts or omissions. As a matter of law, the County is prohibited from indemnifying Contractor, subcontractors, or any third party beneficiaries of the Agreement.

17. Governing Law. Contractor and the County agree that this Agreement shall be deemed to have been made in Virginia and that the validity and construction of this Agreement shall be governed by the laws of the Commonwealth of Virginia, excepting the

law governing conflicts of laws. Contractor and the County further agree that any legal action or proceeding arising out of this Agreement shall be commenced and tried in the Circuit Court of the County of Chesterfield to the express exclusion of any otherwise permissible forum.

18. Notices. Any notices, bills, invoices or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

**If to the COUNTY:**

Chesterfield County Fire & EMS Department  
Attn: Sue Hubbell, Fire Human Resources  
P.O. Box 40  
Chesterfield, VA 23832

**If to CONTRACTOR:**

CJW Medical Center  
Attn: Nicholas Simoff, Occupational Medicine  
7153 Jahnke Road  
Richmond, VA 23235

19. Assignment. This Agreement may not be assigned or transferred by a party thereto without the prior written consent of the other party thereto, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may freely assign this Agreement to an affiliate or to an acquirer of all or part of Contractor's business or assets, whether by merger or acquisition, provided that Contractor notifies the County of such assignment and the County does not object in writing within 15 days of receiving such notification

20. Entire Agreement. This Agreement and any additional or supplementary documents incorporated herein by reference, contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto. This Agreement shall not be modified, altered, changed or amended

unless in writing and signed by the parties hereto.

21. Subcontractors. The County reserves the right to reject any subcontractor selected by Contractor. The County shall exercise this right in good faith and for a legitimate reason. Upon such rejection, the subcontractor shall immediately cease any Services. A subcontractor selected by Contractor to replace a rejected subcontractor must be approved in writing by the County prior to performing any Services. Such approval will not be unreasonably withheld.

22. Taxes, Unemployment Insurance and Related Items. Contractor hereby accepts full and exclusive responsibility for the payment of any and all contributions or taxes, or both, for any unemployment insurance, medical and old age retirement benefits, pensions, and annuities now or hereinafter imposed under any law of the United States or any State, which are measured by the wages, salaries or other remuneration paid to persons employed by Contractor on the work covered by this Agreement or in any way connected therewith. Contractor shall comply with all administrative regulations and rulings thereunder with respect to any of the aforesaid matters; and Contractor shall reimburse the County for any of the aforesaid contributions or taxes, or both, or any part thereof, if by law the County may be required to pay the same or any part thereof.

23. Independent Contractor. Contractor's relationship with the County shall at all times be that of an Independent Contractor. The method and manner in which Contractor's Services hereunder shall be performed shall be determined by Contractor and the County will not exercise control over Contractor or its employees except insofar as may be reasonably necessary to ensure performance and compliance with this Agreement. Nothing in this Agreement shall be construed to make Contractor, or any of its employees, employees or agents of the County.

24. Environmental Management. Contractor shall be responsible for complying with all federal, state, and local environmental regulations, if any. Additionally, Contractor must meet all Chesterfield County Environmental Management System (EMS)

requirements. For questions or additional information, contact the Office of Environmental Management at (804) 717-6531.

25. Unauthorized Aliens. In accordance with the Virginia Code, Section 2.2-4311.1, Contractor hereby agrees that it does not and shall not, during the performance of this Agreement, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement as of the date first written above.

COUNTY OF CHESTERFIELD, VIRGINIA

By: \_\_\_\_\_  
Lorie W. Newton

Title: Acting Procurement Director

Date: \_\_\_\_\_

Chippenham and Johnston-Willis Hospitals, Inc.

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
County Attorney's Office

Exhibit A – Pricing Schedule and Negotiated Items  
Exhibit B – Business Associate Agreement



**Exhibit A**  
**Pricing Schedule and Negotiated Terms**

**Pricing Schedule**

**Physical - Career Firefighter (pre-employment) and Volunteer Firefighter (pre-entry)**

	<b>Price</b>	<b>Time</b>
History/Physical/PTSD	\$85.00	
Chest xray	\$86.00	
Spirometry	\$50.00	
Audiogram	\$39.00	
Executive Profile (w/ lipids) (Comp Metabolic Panel)	\$87.00	
HIV	\$40.00	
Heavy Metals Testing (urine)	\$29.00	
U/A dip	\$5.00	
Hemoccult	\$18.00	
T-Spot	\$80.00	
Physical Agility Screening	Fitness Component	
<b><u>Total</u></b>	<b><u>\$519.00</u></b>	<b><u>45 min</u></b>
<b>Dependent on Risk Factors</b>		
Level 5 Bruce Stress Test	\$296.00	30 min
Calcium Scoring	\$110.00	20 min
<b>Additional tests as needed</b>		
Td Vaccine	\$42.00	
Tdap Vaccine	\$75.00	
Hep B vaccine	\$85.00	
Hep B Titer	\$22.00	
Hep C Titer	\$22.00	
CRT (test that was demonstrated)	\$175.00	20 min

**Physical - Protocol 1 - Career Firefighter and Volunteer Firefighter**

	<b>Price</b>	<b>Time</b>
History/Physical/PTSD	\$85.00	
Chest xray	\$86.00	
Audiogram	\$39.00	
EKG	\$72.00	
Executive Profile (w/ lipids) (Comp Metabolic Panel)	\$87.00	
Hemoccult	\$18.00	
C- Reactive Protein	\$30.00	
U/A Dip	\$5.00	
Physical Agility Screening	Fitness Component	
Spirometry	\$50.00	
A1C	\$19.50	
<b><u>Total</u></b>	<b><u>\$491.50</u></b>	<b><u>45 min</u></b>

**Additional tests as needed**

Pap Smear	\$47.00	30 min
Mammogram	\$190.00	30 min
Tdap Vaccine	\$75.00	
Td Vaccine	\$42.00	
Hep B Vaccine	\$85.00	
Hep B Titer	\$51.00	
MMR Vaccine	\$68.00	
Vascular Study	\$175.00	25 min
PSA	\$30.00	

**Physical - Protocol 2 - Career Firefighter and Volunteer Firefighter**

	<b>Price</b>	<b>Time</b>
History/Physical/PTSD	\$85.00	
Audiogram	\$39.00	
Executive Profile (w/ lipids) (Comp Metabolic Panel)	\$87.00	
Hemoccult	\$18.00	
C- Reactive Protein	\$30.00	
Heavy metals testing (urine)	\$29.00	
U/A Dip	\$5.00	
Physical Agility Screening	Fitness	
Spirometry	Component	
A1C	\$50.00	
	\$19.50	
<b><u>Total</u></b>	<b><u>\$362.50</u></b>	<b><u>45 min</u></b>

**Additional tests as needed**

Nasopharyngoscopy and Laryngoscopy	\$164.00	30 min
Pap Smear	\$47.00	30 min
Mammogram	\$190.00	30 min
Td Vaccine	\$42.00	
Tdap Vaccine	\$75.00	
Vascular Study	\$175.00	25 min
PSA	\$30.00	

**Physical - Cardiac Screening - Career Firefighter and Volunteer Firefighter**

	<b>Price</b>	<b>Time</b>
Level 5 Bruce Stress Test	\$296.00	30 min
Calcium Scoring	\$110.00	20 min
Nuclear Stress Test	\$1,375.00	30 min

**Physical – Respirator Clearance – Designated part time personnel**

	<b>Price</b>	<b>Time</b>
History/Physical/PTSD	\$85.00	
Audiogram	\$39.00	
Chest xray	\$86.00	
Spirometry	\$50.00	
<b><u>Total</u></b>	<b><u>\$260.00</u></b>	<b><u>30 min</u></b>

**Fitness**

Station Visits	\$10,444.20/qtr.
Eanes-Pittman Public Safety Training Center Gym	\$6,982.80/qtr.
Certified Strength and Conditioning Coach In excess to the 4-hour period	\$26.78/hour

**Negotiated Items****Physicals**

Physicals shall be performed three days a week in the morning hours, additional days shall be available on an as needed basis, if notified in advance.

Testing shall be performed at the Jahnke Road Facility.

Additional Doctors shall be provided, if needed.

Certifications for passing respirator exams and hearing assessments shall be forwarded to the Senior HR Analyst at Chesterfield Fire & EMS.

A copy of the Physical shall be provided to the Sports Medicine Office.

**Station Visits**

Contractor shall send two (2) Certified Strength and Conditioning Coaches to all Fire Stations one time per quarter for each shift to provide the following:

- a. Perform the Physical Agility Screening
- b. Workout plan
- c. Instructions on workouts
- d. Counsel as necessary.

The Certified Strength and Conditioning Coach shall work with all personnel to develop an effective workout plan based on the individual and results from the Physical Agility Screening.

The Sports Medicine Office shall provide findings of the Physical Agility Screening, a helpline number, a way to document workouts and nutritional information to each Firefighter.

Workout Plans and Nutritional information shall be sent out in electronic format weekly to Firefighters.

The Sports Medicine Office shall provide a copy of the Physical Agility Screening to the Medical provider that performs the physical.

### **Eanes-Pittman Public Safety Training Center Gym**

Contractor shall send one Certified Strength and Conditioning Coach (CSCC) to the Eanes-Pittman PSTC from 8:00 a.m. – 12:00 p.m. Monday through Friday to provide the following:

- a. Instructional fitness classes geared toward general fitness, body core strength and cardiovascular fitness
- b. Perform the Physical Agility Screening on day work Personnel, provide a workout plan, instructions on workouts and counsel as necessary.
- c. Evaluate new recruits
- d. Work with any Firefighters that do not pass the Work Performance Evaluation.
- e. Assist Firefighters with additional guidance or adjustments in their current workout plans.

Chesterfield County will provide an area for the CSCC to sit that will include internet access and a phone.

The Sports Medicine Office shall provide findings of the Physical Agility Screening, a helpline number, a way to document workouts and nutritional information to each Firefighter.

Chesterfield County Police and Sherriff's Office personnel will have the option to utilize the services provided during the scheduled hours at the Eanes-Pittman Public Safety Training Center Gym.

**Exhibit B**  
**Business Associate Agreement**

This Business Associate Agreement is hereby entered into between Chippenham and Johnston-Willis Hospitals, Inc. (hereafter referred to as "Business Associate") and **The County of Chesterfield, Virginia** a political subdivision of the Commonwealth of Virginia (hereafter referred to as "Covered Entities") (collectively "the parties") and is hereby made a part of any underlying agreement for Business Associate to provide goods or services to Covered Entities that is entered into between the parties ("Underlying Agreement").

**Recitals**

WHEREAS, Covered Entities provide services to individuals which causes it or others under its direction or control to be considered a covered healthcare component for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA); and

WHEREAS, Covered Entities may provide Business Associate with certain information that may include Protected Health Information (PHI), so that Business Associate may perform its responsibilities pursuant to its Underlying Agreement(s) with and on behalf of Covered Entities; and

WHEREAS, Covered Entities and Business Associate intend to protect the privacy of PHI and provide for the security of any electronic PHI received by Business Associate from Covered Entities, or created or received by Business Associate on behalf of Covered Entities in compliance with HIPAA; in compliance with regulations promulgated pursuant to HIPAA, at 45 CFR Parts 160 and Part 164; and in compliance with applicable provisions of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act") and any applicable regulations and/or guidance issued by the U.S. Department of Health and Human Services ("DHHS") with respect to the HITECH Act (collectively "federal law"); and

WHEREAS, federal law and the specific regulations promulgated pursuant to HIPAA at 45 CFR § 164.314, 45 CFR § 164.502(e) and 45 CFR § 164.504(e) require Covered Entities to enter into written agreements with all Business Associates (hereinafter "Business Associate Agreement"); and

WHEREAS, the parties desire to comply with federal law and desire to secure and protect PHI from unauthorized disclosure.

NOW, THEREFORE, Business Associate and Covered Entities, intending to be legally bound, agree as follows. The obligations, responsibilities and definitions may be changed from time to time as determined by federal law and such changes are incorporated herein as if set forth in full text:



## **1) Definitions**

The capitalized terms used in this Business Associate Agreement shall have the same meaning as those terms are defined by federal law. "PHI" means Protected Health Information created, transmitted, maintained or accessed by Business Associate in its capacity as a business associate (as defined at 45 CFR §160.103) of Covered Entities.

## **2) Obligations and Activities of Business Associate**

- a) This Business Associate Agreement applies to the extent Business Associate acts as a business associate (as defined at 45 CFR §160.103) of Covered Entities. Business Associate acknowledges and agrees that it is obligated by law (or upon the effective date of any portion thereof shall be obligated) to meet the provisions of HIPAA applicable to business associates and such provisions are incorporated herein and made a part of this Business Associate Agreement. Covered Entity and Business Associate agree that any regulations and/or guidance issued by DHHS with respect to HIPAA that relate to the obligations of business associates shall be deemed incorporated into and made a part of this Business Associate Agreement.
- b) In accordance with 45 CFR §164.502(a)(3), Business Associate agrees not to use or disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law.
- c) In accordance with 45 CFR §§164.306, 310 and 312, Business Associate agrees to develop, implement, maintain and use appropriate administrative, technical, and physical safeguards that reasonably prevent the use or disclosure of PHI other than as provided for by this Business Associate Agreement,. Business Associate agrees to develop, implement, maintain and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI, in accordance with 45 CFR §§164.306, 308, 310, 314 and 312. In accordance with 45 CFR §164.316, Business Associate shall also develop and implement policies and procedures and meet the documentation requirements as and at such time as may be required by federal law.
- d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate, of a use or disclosure of PHI by Business Associate in violation of the requirements of this Business Associate Agreement.
- e) In accordance with 45 CFR §§164.308, 314 and 502, Business Associate will ensure that any Subcontractor whom Business Associate engages to create, receive, maintain, or transmit PHI on Business Associates' behalf agrees to the same restrictions and conditions that apply through this Business Associate Agreement to Business Associate with respect to such information, including minimum necessary limitations. Business Associate will ensure that any Subcontractor whom Business Associate engages to create, receive, maintain, or

transmit PHI on Business Associate's behalf, agrees to implement reasonable and appropriate safeguards to ensure the confidentiality, integrity, and availability of the PHI.

- f) At the request of Covered Entities, Business Associate will provide Covered Entities (or as directed by Covered Entities, at the written request of an Individual) access to PHI maintained in a Designated Record Set in a time and manner that is sufficient to meet the requirements of 45 CFR § 164.524, and, where required by HIPAA, shall make such information available in an electronic format where directed by the Covered Entities.
- g) At the written request of Covered Entities, (or if so directed by Covered Entities, at the written request of an Individual), Business Associate agrees to make any amendment to PHI in a Designated Record Set, in a time and manner that is sufficient to meet the requirements of 45 CFR § 164.526.
- h) In accordance with 45 CFR §164.504(e)(2), Business Associate agrees to make its internal practices, books, and records, including policies and procedures, and any PHI, relating to the use and disclosure of PHI, available to the Secretary for purposes of determining compliance with applicable law. To the extent permitted by law, said disclosures shall be held in strictest confidence by the Covered Entities. Business Associate will provide such access in a time and manner that is sufficient to meet any applicable requirements of applicable law.
- i) Business Associate agrees to document and maintain a record of disclosures by Business Associate of PHI and information related to such disclosures, including the date, recipient and purpose of such disclosures, in a manner that is sufficient for Covered Entities or Business Associate to respond to a request by Covered Entities or an Individual for an Accounting of disclosures of PHI and in accordance with 45 CFR § 164.528. Business Associate further shall provide any additional information where required by federal law. Unless otherwise provided under HIPAA, Business Associate will maintain the Accounting with respect to each disclosure for at least six years following the date of the disclosure.
- j) Business Associate agrees to provide to Covered Entities upon written request (or, as directed by Covered Entities, to an Individual) the information recorded pursuant to Section 2(j) above in a time and manner that is sufficient to meet the requirements of HIPAA, in accordance with 45 CFR §164.528. In addition, where Business Associate is contacted directly by an Individual based upon information provided to the Individual by Covered Entities and where so required by federal law, Business Associate shall make such Accounting available directly to the Individual.
- k) In accordance with 45 CFR §164.502(b), Business Associate agrees to make reasonable efforts to limit use, disclosure, and/or requests for PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request. Where required by HIPAA, Business Associate shall determine (in its reasonable judgment) what constitutes the minimum necessary to accomplish the intended

purpose of a disclosure.

- l) In accordance with 45 CFR §502(a)(5), Business Associate shall not directly or indirectly receive Remuneration in exchange for any PHI of an Individual, except as permitted by applicable law.
- m) To the extent Business Associate is to carry out one or more of the Covered Entities' obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to the Covered Entities in the performance of such obligation(s).
- n) Business Associate agrees to promptly report to Covered Entities any use or disclosure of PHI that is not permitted by this Business Associate Agreement of which Business Associate becomes aware. In accordance with 45 CFR §164.314(a)(1)(i)(C), Business Associate agrees to promptly report to Covered Entities any Security Incident of which Business Associate becomes aware. Notwithstanding any other provision of this Business Associate Agreement, Covered Entities shall be deemed to have received notice from Business Associate through this Business Associate Agreement of routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services maintained by Business Associate; and (ii) immaterial incidents such as "pinging" or "denial of services" attacks.
- o) In accordance with 45 CFR §164.410 and the provisions of this Business Associate Agreement, Business Associate will report to Covered Entities, following Discovery and without unreasonable delay, but in no event later than five (5) business days following Discovery, any Breach of Unsecured Protected Health Information involving PHI. Business Associate shall cooperate with Covered Entities in investigating the Breach and in meeting Covered Entities' obligations under HIPAA and any other applicable security breach notification laws, including but not limited to providing Covered Entities with such information known to Business Associate in addition to Business Associate's report as Covered Entities may reasonably request, e.g., for purposes of Covered Entities making an assessment as to whether/what Breach Notification is required.

Business Associate's report under this subsection shall, to the extent available at the time the initial report is required, or as promptly thereafter as such information becomes available but no later than 30 days from discovery, include:

1. The identification (if known) of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach;
2. A description of the nature of the unauthorized acquisition, access, use, or disclosure, including the date of the Breach and the date of discovery of the Breach;

3. A description of the type of Unsecured PHI acquired, accessed, used or disclosed in the Breach (e.g., full name, Social Security number, date of birth, etc.);
  4. The identity of the individual(s) who made and who received the unauthorized acquisition, access, use or disclosure;
  5. A description of what Business Associate is doing to investigate the Breach, to mitigate losses, and to protect against any further breaches; and
  6. Contact information for Business Associate's representatives knowledgeable about the Breach.
- p) Business Associate shall maintain for a period of six years all information required to be reported under paragraph "o". This records retention requirement does not in any manner change the obligation to timely disclose all required information relating to a non-permitted acquisition, access, use or disclosure of Protected Health Information to Covered Entities five (5) business days following Discovery.

### **3) Permitted Uses and Disclosures by Business Associate**

Except as otherwise limited in this Business Associate Agreement, Business Associate may use or disclose PHI, consistent with federal law, as follows:

- a) Business Associate may use or disclose PHI as necessary to perform functions, activities, or services to or on behalf of Covered Entities under any Underlying Agreement(s), including Data Aggregation services related to the health care operations of Covered Entities, if called for in the Underlying Agreement, if Business Associate's use or disclosure of PHI would not violate HIPAA if done by Covered Entities.
- b) Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- c) Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate if:
  1. Disclosure is Required By Law;
  2. Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that the PHI will remain confidential, and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed, and the person agrees to promptly notify Business Associate of any known breaches of the PHI's confidentiality; or

3. Disclosure is pursuant to an order of a Court or Agency having jurisdiction over said information.
- d) Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR § 164.502(j)(1).
- e) Business Associate may use PHI to create de-identified information and use and disclose de-identified information if the de-identification is in compliance with 45 C.F.R. § 164.502(d), and the de-identified information meets the standard and implementation specifications for de-identification under 45 C.F.R. §164.514.

#### **4) Obligations of Covered Entities**

- a) Covered Entities will notify Business Associate of any limitations on uses or disclosures described in its notice of privacy practices (NOPP).
- b) Covered Entities will notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI.
- c) Covered Entities will notify Business Associate of any restriction of the use or disclosure of PHI, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. Covered Entities will obtain all consents and authorizations, if any, necessary for any use or disclosure of any PHI as contemplated under the Underlying Agreements and only disclose to Business Associate the minimum Protected Health Information necessary to allow Business Associate to perform its obligations under the Underlying Agreements.
- d) Covered Entities will notify Business Associate of any alternative means or locations for receipt of communications by an Individual which must be accommodated or permitted by Covered Entities, to the extent that such alternative means or locations may affect Business Associate's use or disclosure of PHI.
- e) Except as otherwise provided in this Business Associate Agreement, Covered Entities will not ask Business Associate to use or disclose PHI in any manner that would not be permissible under federal law if such use and/or disclosure was made by Covered Entities.

#### **5) Term, Termination and Breach**

- a) This Business Associate Agreement is effective when fully executed and will terminate when all of the PHI provided by Covered Entities to Business Associate, or created or received by Business Associate on behalf of Covered Entities, is destroyed or returned to Covered Entities, including any material provided to Subcontractors. If it is not feasible to return or destroy all PHI, protections are extended to such information, in accordance with the Section 5(d) and 5(e) below.



- b) Upon Covered Entities' determination that Business Associate has committed a violation or material breach of this Business Associate Agreement, Covered Entities may take any one or more of the following steps:
1. Provide an opportunity for Business Associate to cure the breach or end the violation, and if Business Associate does not cure the breach or end the violation within a reasonable time specified by Covered Entities which shall be at least fifteen (15) days from the date Business Associate receives notice from Covered Entities of such breach of violation, terminate this Business Associate Agreement;
  2. Immediately terminate this Business Associate Agreement if Business Associate has committed a material breach of this Business Associate Agreement and cure of the material breach is not feasible; or,
  3. If neither termination nor cure is feasible, elect to continue this Business Associate Agreement and report the violation or material breach to the Secretary.
- c) If Business Associate believes Covered Entities has failed to fulfill any of its duties under this Business Associate Agreement, Business Associate will promptly notify Covered Entities as to same and Covered Entities shall promptly address the matter with Business Associate.
- d) Except as provided in Section 5(e) upon termination of this Business Associate Agreement for any reason, Business Associate will return or destroy, at the discretion of Covered Entities, all PHI received from Covered Entities or created or received by Business Associate on behalf of Covered Entities. This provision will also apply to PHI that is in the possession of Business Associate's Workforce, Subcontractors, or agents of Business Associate. Neither Business Associate, nor any of its Workforce, or any Subcontractor or agent of Business Associate, will retain copies of the PHI.
- e) If Business Associate determines that returning or destroying all or part of the PHI received or created by and/or on behalf of Covered Entities is not feasible, Business Associate will notify Covered Entities of the circumstances making return or destruction infeasible. Then Business Associate will extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to retain the minimum necessary PHI to accomplish those tasks/responsibilities which make return and/or destruction infeasible.

## **6) Miscellaneous**

- a) Covered Entities and Business Associate agree to take any action necessary to amend this Business Associate Agreement from time to time as may be necessary

for Covered Entities and Business Associate to comply with the requirements of federal law.

- b) Notwithstanding the expiration or termination of this Business Associate Agreement or any Underlying Agreement, it is acknowledged and agreed that those rights and obligations of Business Associate which by their nature are intended to survive such expiration or termination shall survive, including but not limited to Sections 5(d) and 5(e) herein.
- c) In the event the terms of this Business Associate Agreement conflict with the terms of any other agreement between Covered Entities and Business Associate or the Underlying Agreement, then the terms of this Business Associate Agreement shall control.
- d) Notices and requests provided for under this Business Associate Agreement will be made in writing to Covered Entities, delivered by hand-delivery, overnight mail or first class mail, postage prepaid at:

Chesterfield County Fire & EMS Department  
Attention: Human Resources Division  
9901 Lori Road, 3<sup>rd</sup> Floor, Room 302  
P. O. Box 40  
Chesterfield, VA 23832-0040

Notice and requests provided for under this Business Associate Agreement will be made in writing in the manner described above to Business Associate at:

CJW Medical Center  
Attn: Nicholas Simoff, Occupational Medicine  
7153 Jahnke Road  
Richmond, VA 23235

- e) Upon reasonable advance notice and at Covered Entities cost during Business Associate's normal business hours, Covered Entities will have the right to inspect any records of Business Associate or to audit Business Associate to determine whether Business Associate is in compliance with the terms of this Business Associate Agreement. However, this provision does not create any obligation on the part of Covered Entities to conduct any inspection or audit and nothing in this Agreement shall require Business Associate to provide any access or information that would cause Business Associate violate any applicable law or any confidentiality obligation to any third party or to waive any legal privilege.
- f) Nothing in this Business Associate Agreement shall be construed to create a partnership, joint venture, or other joint business relationship between the parties or any of their affiliates, or a relationship of employer and employee between the parties. Rather, it is the intention of the parties that Business Associate shall be an independent contractor.

- g) Nothing in this Business Associate Agreement provides or is intended to provide any benefit to any third party.
- h) The Business Associate's obligation to hold harmless Chesterfield County are as specified in the Underlying Agreement.
- i) Any ambiguity in this Business Associate Agreement shall be resolved to permit the parties to comply with federal law. The sections, paragraphs, sentences, clauses and phrases of this Business Associate Agreement are severable. If any phrase, clause, sentence, paragraph or section of this Business Associate Agreement is declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences and sections of this Business Associate Agreement.
- j) A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy as to any subsequent events.
- k) Neither party may assign any of its rights or obligations under this Business Associate Agreement without the prior written consent of the other party except for any assignment permitted by the Underlying Agreements.
- l) This Business Associate Agreement and the rights and obligations of the parties hereunder shall be construed, interpreted, and enforced with, and shall be governed by, the laws of the Commonwealth of Virginia and the United States of America.
- m) This Business Associate Agreement shall remain in effect for the duration of the Underlying Agreement between the parties, any renewals, extension or continuations thereof, and until such time as all PHI in the possession or control of the Business Associate has been returned to the Covered Entities and/or destroyed. If such return or destruction is not feasible, the Business Associate shall use such PHI only for such limited purposes that make such return or destruction not feasible and the provision of this Business Associate Agreement shall survive with respect to such PHI.
- n) Each party shall be deemed to be in violation of this Business Associate Agreement if it knew of, or with the exercise of reasonable diligence or oversight should have known of, a pattern of activity or practice of any Subcontractor, subsidiary, affiliate, agent or member of its Workforce that constitutes a material violation of that entities' obligations in regard to PHI unless such party took prompt and reasonable steps to cure the breach or end the violation, as applicable, and if such steps were unsuccessful, terminated the contract or arrangement with such entities, if feasible.
- o) Upon the change in any law or regulation or guidance regarding same requiring revision to this Business Associate Agreement so that the parties remain in compliance with applicable law, the parties shall negotiate in good faith to amend this Business Associate Agreement.

- p) Covered Entities makes no warranty or representation that compliance by the Business Associate with this Business Associate Agreement or federal law will be adequate or satisfactory for the Business Associate's own purposes or to ensure its compliance with the above. The Business Associate is solely responsible for all decisions made by it, members of its Workforce, and its agents, employees, subsidiaries and Subcontractors regarding the safeguarding of PHI and compliance with federal law.
- q) The Business Associate agrees that members of its Workforce, and its agents, employees, subsidiaries and Subcontractors shall be bound by the confidentiality requirements herein and the provisions of this Business Associate Agreement shall be incorporated into any training with the same.
- r) This Business Associate Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- s) This Business Associate Agreement shall replace and supersede any prior Business Associate Agreement entered between the parties.

IN WITNESS WHEREOF, each party hereto has executed this Business Associate Agreement in duplicate originals on the date below written:

**The County of Chesterfield, Virginia:**

**Chippenham and  
Johnston-Willis Hospitals,  
Inc.:**

By: _____ (Signature)	By: _____ (Signature)
Name: <u>Lorie W. Newton</u>	Name: _____
Title: <u>Acting Procurement Director</u>	Title: _____
Date: _____	Date: _____



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 13.B.13.**

**Subject:**

Adoption of a Resolution Authorizing and Providing for the Issuance and Delivery of an Issue Not to Exceed \$65,000,000 for Refunding of General Obligation and General Obligation Public Improvement Refunding Bonds

**Board Action Requested:**

Adopt a resolution granting authorization and providing for the issuance and delivery of an issue not to exceed \$65,000,000 for refunding a portion of outstanding General Obligation Bonds, General Obligation Public Improvement Refunding Bonds, and closing costs.

**Summary of Information:**

Staff periodically reviews the county's portfolio of outstanding debt for the opportunity to refinance when interest rate conditions are favorable for producing debt service savings. The County's refunding guidelines per Financial Policy state refundings will be considered only if the present value savings of a particular refunding issue will exceed three percent of the refunded principal and generate at least \$500,000 in aggregate savings. Staff worked with the county's financial advisors, Davenport & Company LLC, to analyze the county's debt portfolio to determine if the market is favorable for refunding issuances, and identified portions of Series 2012A General Obligation Bonds, 2012B General Obligation Public Improvement Refunding Bonds and 2014A General Obligation Bonds as well as others. These projected savings will be split between the county and schools based on the county-school split of the original sales. Staff recommends approval.

**Attachments:**

1. Chesterfield - 2020 GO Refunding - Bond Resolution\_81076694\_3 (002)

Preparer: Andrea Peeks, Director of Budget and Management

Approved By:



**RESOLUTION PROVIDING FOR THE ISSUANCE, SALE  
AND AWARD OF GENERAL OBLIGATION REFUNDING  
BONDS OF THE COUNTY OF CHESTERFIELD, VIRGINIA,  
PROVIDING FOR THE FORM, DETAILS AND PAYMENT  
THEREOF AND PROVIDING FOR THE REFUNDING OF  
OUTSTANDING BONDS OF THE COUNTY**

**WHEREAS**, the County of Chesterfield, Virginia (the “County”), may achieve debt service savings by refunding a portion of its outstanding general obligation bonds (such refunded portion, the “Refunded Bonds”);

**WHEREAS**, the County administration, in consultation with Davenport & Company LLC, the County’s financial advisor (the “Financial Advisor”), has recommended to the Board of Supervisors of the County (the “Board”) that the County issue and sell one or more series of its general obligation refunding bonds to refund the Refunded Bonds and to pay the related costs of issuance and refunding; and

**WHEREAS**, the Board desires to delegate to the County Administrator (such term as used herein to include the County Administrator and the Deputy County Administrator for Finance and Administration) the authority to determine which of its outstanding general obligation bonds, or portions thereof, if any, will constitute the Refunded Bonds;

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

**1. Issuance of Bonds.** There shall be issued and sold, pursuant to the Constitution and statutes of the Commonwealth of Virginia, including the Public Finance Act of 1991, one or more series of general obligation refunding bonds (the “Bonds”) of the County in a maximum aggregate principal amount not to exceed the amount necessary to (a) amortize the principal of and premium, if any, and interest on the Refunded Bonds and (b) pay all expenses reasonably incurred in the issuance of the Bonds, less the amounts then in any sinking, escrow or other funds that are available for the payment of the principal of or premium, if any, or interest on the Refunded Bonds. Proceeds of the Bonds shall be applied to refund the Refunded Bonds and to pay the related costs of issuance and refunding.

**2. Bond Details.**

(a) The Bonds shall be designated “General Obligation Refunding Bonds, Series 2020B (Federally Taxable),” or such other designation as the County Administrator shall determine, shall be in registered form, shall be dated such date as may be determined by the County Administrator, shall be in denominations of \$5,000 and integral multiples thereof and shall be numbered R-1 upward. Subject to Sections 1 and 8, the issuance and sale of the Bonds are authorized on terms as shall be satisfactory to the County Administrator; provided, however, that (i) the Bonds shall mature, or be subject to mandatory sinking fund redemption in annual installments ending, not more than forty years from their dated date or dates, (ii) the refunding of the Refunded Bonds shall result in present value savings in excess of 3.0% of the principal of the

Refunded Bonds and generate at least \$500,000 in aggregate savings, and (iii) the Bonds may be sold at any time on or before December 31, 2020.

(b) Principal of the Bonds shall be payable annually on dates determined by the County Administrator. Each Bond shall bear interest from its date at such rate as shall be determined at the time of sale, calculated on the basis of a 360-day year of twelve 30-day months, payable semiannually on dates determined by the County Administrator. Principal and premium, if any, shall be payable to the registered owners upon surrender of Bonds as they become due at the office of the Registrar (as hereinafter defined). Interest shall be payable by check or draft mailed to the registered owners at their addresses as they appear on the registration books kept by the Registrar on a date prior to each interest payment date that shall be determined by the County Administrator (the "Record Date"); provided, however, that at the request of the registered owner of the Bonds, payment may be made by wire transfer pursuant to the most recent wire instructions received by the Registrar from such registered owner. If any payment date with respect to the Bonds is not a Business Day (as hereinafter defined), such payment shall be made on the next succeeding Business Day with the same effect as if made on the payment date and no additional interest shall accrue. "Business Day" shall mean a day on which banking business is transacted, but not including a Saturday, Sunday or legal holiday, or any other day on which banking institutions are authorized by law to close in the Commonwealth of Virginia. Principal, premium, if any, and interest shall be payable in lawful money of the United States of America.

(c) Initially, one Bond certificate for each maturity of the Bonds shall be issued to and registered in the name of The Depository Trust Company ("DTC") or its nominee. The County has heretofore entered into a Blanket Letter of Representations relating to a book-entry system to be maintained by DTC with respect to the Bonds. "Securities Depository" shall mean DTC or any other securities depository for the Bonds appointed pursuant to Subsection 2(d).

(d) In the event that (i) the Securities Depository determines not to continue to act as the securities depository for the Bonds by giving notice to the Registrar, and the County discharges the Securities Depository of its responsibilities with respect to the Bonds, or (ii) the County in its sole discretion determines (A) that beneficial owners of the Bonds shall be able to obtain certificated Bonds or (B) to select a new Securities Depository, then its County Administrator or Director of Budget and Management, either of whom may act, shall, at the direction of the County, attempt to locate another qualified securities depository to serve as Securities Depository and authenticate and deliver certificated Bonds to the new Securities Depository or its nominee, or authenticate and deliver certificated Bonds to the beneficial owners or to the Securities Depository participants on behalf of beneficial owners substantially in the form provided for in Section 5; provided, however, that such form shall provide for interest on the Bonds to be payable (X) from the date of the Bonds if they are authenticated prior to the first interest payment date or (Y) otherwise from the interest payment date that is or immediately precedes the date on which the Bonds are authenticated (unless payment of interest thereon is in default, in which case interest on such Bonds shall be payable from the date to which interest has been paid). In delivering certificated Bonds, the County Administrator or Director of Budget and Management, either of whom may act, shall be entitled to rely on the records of the Securities Depository as to the beneficial owners or the records of the Securities Depository participants acting on behalf of beneficial owners. Such certificated Bonds will then be registrable, transferable and exchangeable as set forth in Section 7.

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

### **3. Redemption Provisions.**

(a) The Bonds may be subject to redemption prior to maturity at the option of the County on or after the dates, if any, determined by the County Administrator, in whole or in part (in integral multiples of \$5,000) at any time, at a redemption price equal to the principal amount of the Bonds, together with any interest accrued to the date fixed for redemption, plus a redemption premium not to exceed 2.00% of the principal amount of the Bonds, such redemption premium to be determined by the County Administrator.

(b) Any Bonds sold as term bonds may be subject to mandatory sinking fund redemption upon terms determined by the County Administrator.

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

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

**4. Execution and Authentication.** The Bonds shall be signed by the manual or facsimile signature of the Chair or Vice Chair of the Board, and the Board’s seal shall be affixed thereto, or a facsimile thereof printed thereon, and shall be attested by the manual or facsimile signature of the Clerk or Deputy Clerk of the Board; provided, however, that if both of such signatures are facsimiles, no Bond shall be valid until it has been authenticated by the manual signature of the Registrar or, if a bank has been appointed registrar pursuant to Section 7, an authorized officer or employee of such bank and the date of authentication noted thereon.

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

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

**7. Registration, Transfer and Owners of Bonds.**

(a) The Bonds shall be issued in registered form without coupons, payable to the registered holders or registered assigns. The County Treasurer is hereby appointed as paying agent and registrar for the Bonds (the “Registrar”). The County Administrator is authorized, on behalf of the Board, to appoint at any time a qualified bank or trust company as successor Registrar if at any time the County Administrator determines such appointment is in the best interests of the County. The Registrar shall maintain registration books for the registration of the Bonds and transfers thereof. Upon presentation and surrender of any Bonds to the Registrar, or its corporate trust office if the Registrar is a bank or trust company, together with an assignment duly executed by the registered owner or its duly authorized attorney or legal representative in such form as shall be satisfactory to the Registrar, the County shall execute, and the Registrar shall authenticate, if

required by Section 4, and deliver in exchange, a new Bond or Bonds having an equal aggregate principal amount, in authorized denominations, of the same form and maturity, bearing interest at the same rate, and registered in name(s) as requested by the then registered owner or its duly authorized attorney or legal representative. Any such exchange shall be at the expense of the County, except that the Registrar may charge the person requesting such exchange the amount of any tax or other governmental charge required to be paid with respect thereto.

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

**8. Sale of Bonds.** The Board approves the following terms of the sale of the Bonds:

(a) The Bonds shall be sold through a competitive sale or a negotiated sale, as the County Administrator, in collaboration with the Financial Advisor, determines to be in the best interests of the County.

(b) If the County Administrator determines that the Bonds shall be sold by competitive sale, the County Administrator is authorized to receive bids for such Bonds and award such Bonds to the bidder providing the lowest “true” or “Canadian” interest cost, subject to the limitations set forth in Sections 1 and 2. Following a competitive sale, the County Administrator shall file a certificate with the Clerk of the Board setting forth the final terms of the Bonds. The actions of the County Administrator in selling the Bonds by competitive sale shall be conclusive, and no further action with respect to the sale and issuance of the Bonds shall be necessary on the part of the Board.

(c) If the Bonds are sold by competitive sale, the County Administrator, in collaboration with the Financial Advisor, is authorized and directed to take all proper steps to advertise the Bonds for sale in accordance with the terms and conditions as shall be provided in the Notice of Sale relating to the Bonds. The County Administrator is further authorized to cause to be prepared and disseminated a Notice of Sale of the Bonds in such form and containing such terms and conditions as the County Administrator may deem advisable, subject to the provisions of this Resolution.

(d) If the County Administrator determines that the Bonds shall be sold by negotiated sale, the County Administrator is authorized, in collaboration with the Financial Advisor, to choose one or more investment banks or firms to serve as underwriter(s) for the Bonds and to execute and deliver to the underwriter(s) a bond purchase agreement (the “Bond Purchase Agreement”) in a form to be approved by the County Administrator in consultation with the County Attorney and the County’s bond counsel. The execution of the Bond Purchase Agreement by the County Administrator shall constitute conclusive evidence of his approval thereof. Following a negotiated sale, the County Administrator shall file a copy of the Bond Purchase Agreement with the records of the Board. The actions of the County Administrator in selling the Bonds by negotiated sale to the underwriter(s) shall be conclusive, and no further action with respect to the sale and issuance of the Bonds shall be necessary on the part of the Board.



**9. Approval of Preparation and Execution of Official Statement.**

(a) The County Administrator and other appropriate officials and employees of the County are hereby authorized and directed to prepare and distribute, or cause to be prepared and distributed, to prospective purchasers of the Bonds a Preliminary Official Statement (the "Preliminary Official Statement") describing the Bonds and the County in a form consistent with the provisions of this Resolution. All actions taken by the County Administrator and such other officials and employees of the County with respect to the preparation and distribution of the Preliminary Official Statement are hereby ratified and confirmed.

(b) The County Administrator and other appropriate officials and employees of the County are hereby authorized and directed to prepare, or cause to be prepared, a final Official Statement (the "Official Statement"), which shall be in substantially the form of the Preliminary Official Statement with such completions, omissions, insertions and changes as are necessary to complete the Official Statement and deem it final for purposes of Rule 15c-12 (the "Rule") of the SEC.

(c) The County Administrator is hereby authorized and directed to execute and deliver to the purchasers of the Bonds the final Official Statement. The County shall arrange for the delivery to the purchaser of the Bonds of a reasonable number of printed copies of the final Official Statement, within seven business days after the Bonds have been sold, for delivery to each potential investor requesting a copy of the Official Statement and to each person to whom the purchaser initially sells Bonds.

**10. Official Statement Deemed Final.** The County Administrator is authorized, on behalf of the County, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of the Rule, except for the omission in the Preliminary Official Statement of certain pricing and other information permitted to be omitted pursuant to the Rule. The distribution of the Preliminary Official Statement and the execution and delivery of the Official Statement in final form shall be conclusive evidence that each has been deemed final as of its date by the County, except for the omission in the Preliminary Official Statement of such pricing and other information permitted to be omitted pursuant to the Rule.

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

**12. Continuing Disclosure Agreement.** The Chair or Vice Chair of the Board or the County Administrator, any of whom may act, are hereby authorized and directed to execute a continuing disclosure agreement (the "Continuing Disclosure Agreement") setting forth the reports and notices to be filed by the County and containing such covenants as may be necessary to assist the purchaser of the Bonds in complying with the provisions of the Rule promulgated by the SEC. The Continuing Disclosure Agreement shall be substantially in the form of the County's prior continuing disclosure agreements, which is hereby approved for purposes of the Bonds; provided that the County Administrator, in collaboration with the Financial Advisor, may make such

changes in the Continuing Disclosure Agreement not inconsistent with this Resolution as the County Administrator may determine to be in the best interests of the County. The execution thereof by such officers shall constitute conclusive evidence of their approval of any such completions, omissions, insertions and changes.

**13. Deposit of Bond Proceeds.** The County Treasurer is authorized and directed to provide for delivery of the proceeds of the Bonds to or at the direction of the County in such manner as necessary to refund the Refunded Bonds and to pay the related costs of issuing the Bonds and refunding the Refunded Bonds.

**14. Escrow Deposit Agreement.** The County Administrator and the County Treasurer, either of whom may act, are authorized and directed to execute an escrow deposit agreement in connection with the Refunded Bonds (the “Escrow Agreement”) between the County and an escrow agent to be appointed by the County Administrator (the “Escrow Agent”). The Escrow Agreement shall be in the form approved by the County Administrator, in collaboration with the County Attorney and the County’s bond counsel. The execution and delivery of the Escrow Agreement by any of such authorized signatories shall constitute conclusive evidence of their approval of the Escrow Agreement. The Escrow Agreement shall provide for the irrevocable deposit of a portion of the Bond proceeds in an escrow fund that shall be sufficient, when invested in noncallable obligations of, or unconditionally guaranteed by, the United States Government (the “Government Obligations”), to provide for payment of principal of and premium, if any, and interest on the Refunded Bonds. The Escrow Agent is authorized to execute, on behalf of the County, an initial and final subscription form for the purchase of the Government Obligations, if and as necessary.

**15. Redemption of Refunded Bonds.** The County Administrator is authorized and directed to determine which of the County’s outstanding general obligation bonds, or portions thereof, shall constitute the Refunded Bonds. The County Administrator shall direct that notices of redemption be given to the registered owners of the Refunded Bonds in accordance with the terms of the Refunded Bonds.

**16. SNAP Investment Authorization.** The Board hereby authorizes the County Treasurer, in her discretion, to utilize the State Non-Arbitrage Program of the Commonwealth of Virginia (“SNAP”) in connection with the investment of the proceeds of the Bonds. The Board acknowledges that the Treasury Board of the Commonwealth of Virginia is not, and shall not be, in any way liable to the County in connection with SNAP, except as otherwise provided in the Contract.

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

**18. Repeal of Conflicting Resolutions.** All resolutions or parts of resolutions in conflict herewith are repealed.

**19. Effective Date.** This Resolution shall take effect immediately.

**[FORM OF BOND]**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the issuer or its agent for registration of transfer, exchange or payment, and any certificate is registered in the name of Cede & Co., or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**REGISTERED****REGISTERED**

No. R-\_\_\_\_

\$ \_\_\_\_\_

**UNITED STATES OF AMERICA****COMMONWEALTH OF VIRGINIA****COUNTY OF CHESTERFIELD**

**General Obligation Refunding Bond**  
**Series 2020B (Federally Taxable)**

**INTEREST RATE****MATURITY DATE****DATED DATE****CUSIP**

\_\_\_\_\_%

\_\_\_\_\_, \_\_\_\_

\_\_\_\_\_, 2020

\_\_\_\_\_

**REGISTERED OWNER: CEDE & CO.****PRINCIPAL AMOUNT:****DOLLARS**

The County of Chesterfield, Virginia (the “County”), for value received, promises to pay, upon surrender hereof to the registered owner hereof, or its registered assigns or legal representative, the principal sum stated above on the maturity date stated above, subject to prior redemption as hereinafter provided, and to pay interest hereon from its date semiannually on each \_\_\_\_\_ and \_\_\_\_\_, beginning \_\_\_\_\_, at the annual rate stated above, calculated on the basis of a 360-day year of twelve 30-day months. Principal[, premium, if any,] and interest are payable in lawful money of the United States of America by the County Treasurer, who has been appointed paying agent and registrar (the “Registrar”) for the Bonds (as hereinafter defined). If any payment date with respect to the Bonds is not a Business Day (as hereinafter defined), such payment shall be made on the next succeeding Business Day with the same effect as if made on the payment date and no additional interest shall accrue. “Business Day” shall mean a day on which banking business is transacted, but not including a Saturday, Sunday or legal holiday, or any other day on which banking institutions are authorized by law to close in the Commonwealth of Virginia.

Notwithstanding any other provision hereof, this bond is subject to a book-entry system maintained by The Depository Trust Company (“DTC”), and the payment of principal[, premium, if any,] and interest, the providing of notices and other matters shall be made as described in the County’s Blanket Letter of Representations to DTC.

This bond is one of an issue of \$\_\_\_\_\_ General Obligation Refunding Bonds, Series 2020B (Federally Taxable) (the “Bonds”), of like date and tenor, except as to number, denomination, rate of interest, privilege of redemption and maturity. The Bonds are issued pursuant to the Constitution and statutes of the Commonwealth of Virginia, including the Public Finance Act of 1991, and a resolution adopted by the Board of Supervisors of the County (the “Board”) on [July 22, 2020] (the “Resolution”), to refund certain outstanding general obligation bonds of the County and to pay the related costs of issuance and refunding.

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

Optional Redemption Provisions. Bonds maturing on or before \_\_\_\_\_, 20\_\_, are not subject to redemption prior to maturity. Bonds maturing on or after \_\_\_\_\_, 20\_\_, are subject to redemption prior to maturity at the option of the County on or after \_\_\_\_\_, 20\_\_, in whole or in part (in integral multiples of \$5,000) at any time, upon payment of the following redemption prices (expressed as a percentage of principal amount of Bonds to be redeemed) plus interest accrued and unpaid to the date fixed for redemption:

<b>Period During Which Redeemed</b> <b><u>Both Dates Inclusive</u></b>	<b>Redemption</b> <b><u>Price</u></b>
_____, 20__, to _____, 20__	_____%
_____, 20__, to _____, 20__	_____
_____, 20__, and thereafter	_____

[Mandatory Sinking Fund Redemption Provisions. Bonds maturing on [\_\_\_\_\_, 20\_\_], are required to be redeemed in part before maturity by the County on [\_\_\_\_\_] in the years and amounts set forth below, at a redemption price equal to the principal amount of the Bonds to be redeemed, plus interest accrued and unpaid to the date fixed for redemption:

<u><b>Year</b></u>	<u><b>Amount</b></u>	<u><b>Year</b></u>	<u><b>Amount</b></u>
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Selection of Bonds to be Redeemed. If less than all of the Bonds are called for redemption, the maturities of the Bonds to be redeemed shall be selected by the County Administrator, the Deputy County Administrator for Finance and Administration or the Director of Budget and Management of the County, any of whom may act, in such manner as such officer may determine



to be in the best interests of the County. If less than all of the Bonds of a particular maturity are called for redemption, the Bonds within such maturity to be redeemed shall be selected by DTC or any successor securities depository pursuant to its rules and procedures or, if the book-entry system is discontinued, shall be selected by the Registrar by lot in such manner as the Registrar in its discretion may determine. In either case, (a) the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or some integral multiple thereof and (b) in selecting Bonds for redemption, each Bond shall be considered as representing that number of Bonds that is obtained by dividing the principal amount of such Bond by \$5,000. The County shall cause notice of the call for redemption identifying the Bonds or portions thereof to be redeemed to be sent by facsimile or electronic transmission, registered or certified mail or overnight express delivery, not less than 30 nor more than 60 days prior to the date fixed for redemption, to DTC or its nominee as the registered owner of the Bonds. If a portion of this bond is called for redemption, a new bond in the principal amount of the unredeemed portion hereof shall be issued to the registered owner upon surrender hereof.

Conditional Notice. Subject to the provisions of the Resolution, the County may give a notice of redemption prior to a deposit of redemption moneys if such notice states that the redemption is to be funded with the proceeds of a refunding bond issue and is conditioned on the deposit of such proceeds. Provided that moneys are deposited on or before the date fixed for redemption, such notice shall be effective when given. If such proceeds are not available on the date fixed for redemption, such Bonds will continue to bear interest until paid at the same rate they would have borne had they not been called for redemption. On presentation and surrender of the Bonds called for redemption at the place or places of payment, such Bonds shall be paid and redeemed.

The Registrar shall treat the registered owner of this bond as the person exclusively entitled to payment of principal of [and premium, if any,] and interest on this bond and the exercise of all other rights and powers of the owner, except that interest payments shall be made to the person shown as the owner on the registration books on the 15th day of the month preceding each interest payment date.

All acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia to happen, exist or be performed precedent to and in connection with the issuance of this bond have happened, exist and have been performed, and the issue of Bonds of which this bond is one, together with all other indebtedness of the County, is within every debt and other limit prescribed by the Constitution and statutes of the Commonwealth of Virginia.

**IN WITNESS WHEREOF**, the County of Chesterfield, Virginia, has caused this bond to be to be signed by the Chair or Vice Chair of the Board of Supervisors of the County, its seal to be affixed hereto and attested by the Clerk or Deputy Clerk of the Board of Supervisors of the County, and this bond to be dated the date first above written.

(SEAL)

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Chair, Board of Supervisors of the County of  
Chesterfield, Virginia

(ATTEST)

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

## ASSIGNMENT

FOR VALUE RECEIVED the undersigned sell(s), assign(s) and transfer(s) unto

\_\_\_\_\_  
(Please print or type name and address, including postal zip code, of Transferee)

PLEASE INSERT SOCIAL SECURITY OR OTHER  
IDENTIFYING NUMBER OF TRANSFeree:

\_\_\_\_\_  
: :  
: :  
: :  
: :

the within bond and all rights thereunder, hereby irrevocably constituting and appointing

\_\_\_\_\_,  
Attorney, to transfer said bond on the books kept for the registration thereof, with full power of  
substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed  
by an Eligible Guarantor Institution such  
as a Commercial Bank, Trust Company,  
Securities Broker/Dealer, Credit Union  
or Savings Association who is a member  
of a medallion program approved by The  
Securities Transfer Association, Inc.

\_\_\_\_\_  
(Signature of Registered Owner)

NOTICE: The signature above must  
correspond with the name of the  
registered owner as it appears on the  
front of this bond in every particular,  
without alteration or enlargement or any  
change whatsoever.



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 13.B.14.**

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**Subject:**

Authorize a One-Time Waiver in FY2020 of the Rollover Cap on District Improvement Funds to Make Available in FY2021 Funds that were Unable to be Spent Due to the COVID-19 Pandemic

**Board Action Requested:**

Authorize a one-time waiver in FY2020 of the rollover cap on District Improvement Funds to make available in FY2021 funds that were unable to be spent due to the COVID-19 pandemic

**Summary of Information:**

The County annually budgets discretionary funds called District Improvement Funds (DIF) for each of the five magisterial districts. These funds are used to improve the quality of life in each district through public improvements, purchase of County-owned equipment, public events or programs, public school programs, and other legally approved expenses.

Many of the intended uses of DIF during FY2020 were delayed and/or cancelled due to the COVID-19 pandemic. Accordingly, this item requests Board authorization for a one-time waiver of the DIF rollover cap from FY2020 to FY2021. This will allow the funds unable to be spent in FY2020 due to the pandemic to be available for use on eligible community initiatives in FY2021

**Attachments:**

None

Preparer: Andrea Peeks, Director of Budget and Management

Approved By:



## **CHESTERFIELD COUNTY BOARD OF SUPERVISORS AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 13.B.15.**

**Subject:**

Rent and Mortgage Relief Program (RMRP) Funding Allocation

**Board Action Requested:**

Appropriate funding to Area Congregations Together Service (ACTS) in the amount of \$50,000 to assist Chesterfield County renters and homeowners that have been impacted by COVID-19. The funds come from Federal CARES Act money received by the state and accessed by the county. It is part of the 30 million allocation, of which 5 million dollars, was approved by the Board last month for the Chesterfield "Back in Business" Grant Program operated by the Department of Economic Development.

**Summary of Information:**

The Rent and Mortgage Relief Program (RMRP) initiative launched officially on June 29, 2020, and is funded through the Commonwealth of Virginia's allocation under the Coronavirus Aid, Relief, and Economic Security (CARES) Act. The Virginia Department of Housing and Community Development (DHCD) designed the efforts in concert with a wide range of housing providers and advocates. ACTS is the regional Emergency Financial Assistance-RVA (EFA-RVA) provider for eviction prevention and pre-diversion services. Chesterfield County will be a part of a regional effort for administration of these relief funds. This regional efforts includes Henrico County and the City of Richmond.

According to calculations provided through the Open Court Project from Code for America, a network of civic-minded technologists who volunteer to help local governments prioritize digital services for healthy, prosperous, and safe communities, it is estimated that Chesterfield County will have between 2,544 and 2,787 residents potentially facing eviction due to COVID-19.

Eligible families must show their inability to make payments due to the pandemic, monthly rent or mortgage must be at or below 150 percent of Fair Market Rent (FMR) and eligible households must have a gross household income at or below 80 percent of area median income (AMI).

Priority will be given to households without other federal and state eviction or foreclosure protections. From June 29, 2020, to July 20, 2020, priority will be given to those with current gross income equal or below 50 percent AMI. After July 20, households with current gross incomes at or below 80 percent of AMI will also be included. Additionally, households with an unlawful detainer action dated prior to June 8, 2020 will be given top consideration.

Funds will be provided in the form of a one time payment for rent and mortgage deficiencies back to April 1, 2020. There will be an opportunity for renewal based on availability of funding, the household's need for

additional assistance, and continued eligibility.

**Attachments:**

1. Rent and Mortgage Relief Program (RMRP) Eligibility Requirements

Preparer: Daniel Cohen, Director

Approved By:



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# Virginia Rent and Mortgage Relief Program (RMRP)

## Program Description

The Virginia Rent and Mortgage Relief Program (RMRP) is designed to support and ensure housing stability across the commonwealth during the coronavirus pandemic. Depending on availability of funds and household need, the RMRP may provide financial assistance for rent or mortgage payments for eligible households. This includes financial assistance for rent or mortgage payments past due beginning April 1, 2020 and onward. Financial assistance is a one-time payment with opportunity for renewal based on availability of funding and the household's need for additional assistance and continued eligibility.



## Eligibility

The RMRP will provide financial assistance on behalf of renters and mortgage holders who meet the following criteria:

- ☒ Have a valid lease or mortgage statement in their name or other documentation confirming the landlord-tenant relationship; and
- ☒ Have experienced a loss of income due to the Coronavirus pandemic including but not limited to:
  - ☐ Those who have been laid off;
  - ☐ Those whose place of employment has closed;
  - ☐ Those who have experienced a reduction in hours of work;
  - ☐ Those who must stay home to care for children due to closure of day care and/or school;
  - ☐ Those who have lost child or spousal support;
  - ☐ Those who have not been able to work or missed hours due to contracting COVID-19;
  - ☐ Those who have been unable to find work due to COVID-19; or
  - ☐ Those whose are unwilling or unable to participate in their previous employment due to their high risk of severe illness from COVID-19; and
- ☒ Have a rent or mortgage amount that is at or below 150% Fair Market Rent (FMR)
- ☒ Have a gross household income at or below 80% area median income (AMI) (based on current month's income). From June 29, 2020 through July 20, 2020, programs will prioritize households with a current gross household income at or below 50 percent AMI. The determination of income includes any unemployment insurance received by a member of the household but does not include one-time payments such as a stimulus check.

[Click here to find out if you may be eligible](#)

## Required Documentation

- ☒ Proof of income (pay stubs, bank statements, letter from employer, social security documents, pension)
- ☒ Valid lease or mortgage statement or other documentation confirming the landlord-tenant relationship
- ☒ The local program administrator will assist the household in obtaining these documents and will also assist the household in community and any other required documentation



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 13.B.16.**

**Subject:**

Initiate an Application for Conditional Use to Permit a Private School & Day Care Incidental to the Church on a Total of 6 Acres Located at 12207, 12217, 12227 and 12301 Second Branch Road

**Board Action Requested:**

Initiate an application for Conditional Use to permit a private school & day care incidental to Second Branch Baptist Church located at 12207, 12217, 12227 and 12301 Second Branch Road (Tax ID's 734-646-8791 & 9775; 735-646-0557, and 735-647 Part of 1214), in an Agricultural (A) District; appoint Andrew G. Gillies, Director of Planning, as the Board's agent; and waive disclosure requirements.

**Summary of Information:**

Mr. Carroll is requesting that the Board initiate an application for a conditional use to permit a private school to allow for tutoring, day care and similar type services incidental to a church in an Agricultural (A) District. The ordinance does not permit by right a private school or day care on property zoned for agricultural use. Second Branch Baptist Church is the principal use on the property and the private school and day care would operate incidental to the church utilizing existing classrooms and outdoor play area.

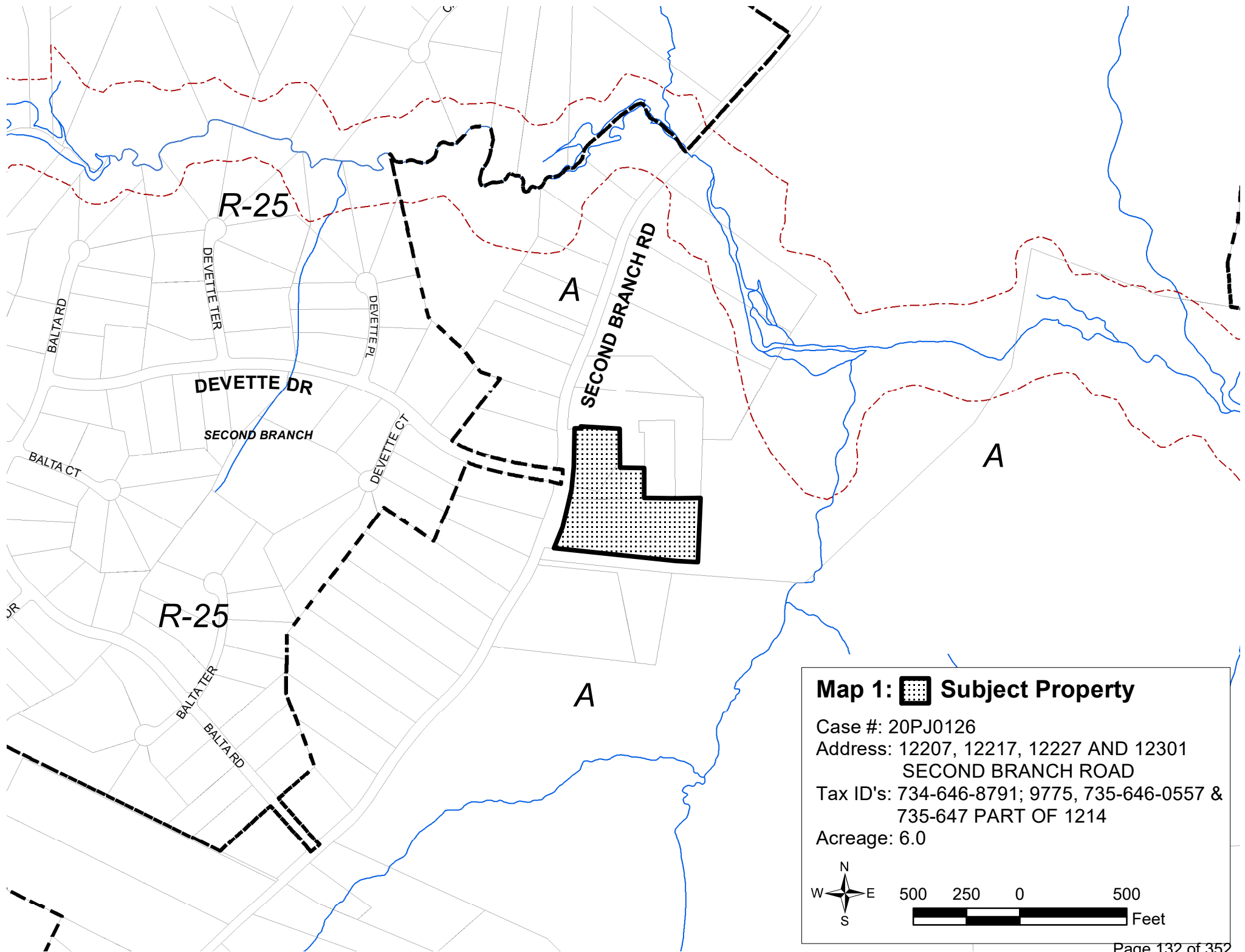
Virginia law permits the Board of Supervisors to initiate a rezoning application on the principles of good zoning practice and general welfare to consider land uses and exceptions that are not permitted under current zoning regulations. Consideration of this request will provide for a public process to review and determine if any adverse impacts would be generated on the property(s), on adjacent property owners, or the County in general and, if so, to determine what conditions might alleviate any adverse impacts and enhance land use compatibility.

**Attachments:**

1. 20PJ0126 Agenda Item

Preparer: Andrew Gillies, Director of Planning

Approved By:





**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 13.B.17.**

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**Subject:**

Approval of Amendment and Extension No. 1 of the FY2019/FY2020 Chesterfield Community Services Board Performance Contract

**Board Action Requested:**

Approve the Amendment and Extension of the FY2019/FY2020 Performance Contract between the Chesterfield Community Services Board and the Virginia Department of Behavioral Health and Developmental Services.

**Summary of Information:**

The Code of Virginia requires that the governing body of each Community Services Board (CSB) locality to annually approve a performance contract between the CSB and the Virginia Department of Behavioral Health and Developmental Services ("Department"). This contract, mandated by the state since 1998, establishes the primary accountability standards and funding mechanisms between the Department and the local CSB and outlines reporting responsibilities. The Department uses the reported data to track compliance with the laws and regulations governing the delivery of services by the CSB. The reported data is also used in the Chesterfield CSB's annual performance report.

The performance contract reflects the budget approved by the Board of Supervisors for each fiscal year. It describes the service and financial requirements for both the CSB and the Department and includes exhibits that detail all revenues, expenditures, number of persons projected to be served, and the types of services to be provided. The performance contract provides resources for infants, children, adolescents and adults in the areas of mental health services (\$12,644,282), developmental services (\$27,934,898) and substance use disorder services (\$4,122,003). These funds were shown as income in the FY21 county budget.

The CSB Board approved the Amendment and Extension of the FY2019/FY2020 performance contract at its regular meeting held on July 16, 2020. Staff recommends that the Board of Supervisors also approve the performance contract amendment and extension.

A copy of the performance contract document is filed with the Deputy County Administrator, Human Services.

**Attachments:**

None

Preparer: Kelly Fried, Executive Director  
Andrea Peeks, Director of Budget and Management

Approved By:

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**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 13.B.18.**

**Subject:**

Authorize a Position and Associated Funding for a Full-Time Mediation Coordinator for the Juvenile and Domestic Relations Court

**Board Action Requested:**

Authorize a new position and associated funding for a full-time Mediation Coordinator for the Juvenile and Domestic Relations Court

**Summary of Information:**

Chesterfield's Juvenile & Domestic Relations (JDR) Court is requesting a new full-time position to coordinate mediation cases. This position will be funded primarily via reimbursements received from the state Criminal Fund for mediations provided and will be supplemented by County general fund for any remaining position costs. The estimated annual general fund cost is \$30,000.

***Background:***

Until June 2020, a for-profit company—Commonwealth Mediation Group, CMG—took care of coordinating mediation services for JDR's custody, visitation, and child support cases. CMG gave notice that they were closing in June 2020 and JDR is now tasked directly with the coordination workload. This includes referring cases to certified court mediators, scheduling mediations, and overseeing the entire mediation program, to include payment of the mediators through the state Criminal Fund. JDR staff does not have capacity to absorb these duties; without a mediation coordinator, they estimate court caseload could grow by approximately ten percent.

Chesterfield did not pay for CMG's services; rather, CMG received payment directly from the state Criminal Fund to cover both direct mediation and mediation coordination expenses. CMG was eligible to receive payment from the state Criminal Fund as the only company qualified for Chesterfield on the statewide contract held by the Supreme Court of Virginia (SCV).

JDR is requesting a new full-time in-house mediator in lieu of pursuing an alternate contractor to receive the additional benefits available through a full-time, in-house position. A mediation coordinator could appear in court during civil dockets to receive referrals directly, which JDR estimates could reduce civil caseload by diverting another 5-10% of cases to mediation. Additionally, referring cases directly to an in-house mediator would reduce wait times by as much as 60-90 days per case (by not requiring a subsequent court appearance to assign an external mediator).

With salary and benefits, the annual cost of a full-time position to meet this request is approximately \$60,000.



JDR estimates that a full-time mediation coordinator would be able to perform a minimum of five mediations per week. State law provides that mediators are eligible to receive payment from the state Criminal Fund of \$120 per custody/visitation case, plus an additional \$120 if child or spousal support is included. As such, it is anticipated that the full-time position will be able to recoup approximately half of its costs—if not more—through the performance of direct mediations. Staff recommends that the total amount of state reimbursements received be evaluated on an annual basis to ensure they are deriving at least half of the cost of the position.

**Attachments:**

None

Preparer: Andrea Peeks, Director of Budget and Management

Approved By:

  
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**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 13.B.19.**

**Subject:**

Amended Towing Contract

**Board Action Requested:**

Approval of the Chesterfield County Police Department Towing Contract language changes

**Summary of Information:**

The Police Department contracts with towing companies to tow vehicles that are inoperable due to varying circumstances such as vehicle crashes and mechanical problems. These companies are called upon when the owner of the vehicle has no preference on a wrecker.

Per Virginia Code section 46.2-1217 the Towing Advisory Board, which is appointed by the Board of Supervisors, must review and advise the Board of Supervisors on any changes to the contract between the Police Department and the tow company owners. The Towing Advisory Board met on June 15, 2020 and recommends the attached contract language changes to section 13 of the attached towing contract:

Part "A" adds language requiring all company owners and operators to complete the 4 hour National Traffic Incident Management Responder Training. Police Department staff members are in agreement with the proposed language changes.

Part "C" brings the towing contract in line with Virginia State Code 46.2-1076 which had language removed requiring wreckers to have their address on both sides of the vehicle. Police Department staff members are in agreement with the proposed language changes.

The Towing Advisory Board also recommends language changes to section 22 of the attached towing contract:

Section 22 adds "at the direction of the towing coordinator and upon receipt of an official letter from the Chesterfield Police Department, the contractor shall release a vehicle to any person lawfully permitted to possess such vehicle." Police Department staff members are in agreement with the proposed language changes.

**Attachments:**

None

Preparer: Tammy Wyrick, Administrative Asst

Approved By:



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# CHESTERFIELD COUNTY TOWING CONTRACT



THIS Contract, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, ("Contractor") and the County of Chesterfield, Virginia ("County"), a political subdivision of the Commonwealth of Virginia;

WHEREAS, the Chesterfield County Police Department finds it desirable to establish an eligibility list of business establishments to provide towing services; and

WHEREAS, the County deems it desirable to ensure that fair, uniform rates are charged for services rendered while serving on the Police Department's towing list and to protect the integrity of the County and the towing facilities from unfair pricing or incompetent services.

NOW THEREFORE in consideration of the placement of Contractor on the eligible list of towing operators, Contractor agrees that it will fully comply with all of the terms set out below.

1. By signing this Contract, Contractor certifies that its operation complies, and shall continue to comply, with all conditions, equipment specifications and requirements under this Contract and established by the laws of the Commonwealth of Virginia. Failure to comply or false statements concerning compliance shall be grounds for termination.
2. The County reserves the right to terminate this Contract at anytime for any breach of the terms of this Contract.
3. If Contractor declares bankruptcy or otherwise ceases operations during the terms of this Contract, the Contractor shall notify the County in writing immediately.
4. If Contractor changes ownership or business name or reorganizes under a different name during the term of this Contract, Contractor shall give the County thirty (30) days advance written notice of such change or reorganization. The County at its discretion may terminate the Contract at the end of the thirty (30) day notice period or may continue the Contract with the new ownership under the same terms and conditions of this Contract.

5. The Contractor shall maintain and furnish the County with no more than one day phone number and one night phone number. The Contractor agrees to give twenty-four (24) hour notice to the County prior to any changes in day or night numbers.
6. The Contractor's place of business and storage lots, must be located within the boundaries of Chesterfield County and the business must be operated under an appropriate Chesterfield County business license.
7. Any towing contractor submitting an application to be placed on the Chesterfield County Police Authorized Towing Contract List shall have conducted towing services in Chesterfield County under its current business name for a minimum of one (1) year. Prior performance and reputation in the community, as reported through the Police Department and criminal history record information on the applicant, and input from the Chesterfield County Towing Advisory Board will be considered when a contractor submits his/her application.
8. Applicant must supply a copy of his criminal history record to towing coordinator. Criminal History records will be obtained through the Virginia State Police. Applicant must also supply a current copy of his driving record. Records will be obtained through the Virginia Department of Motor Vehicles. An applicant with a felony conviction on his or her criminal history will generally be ineligible for a towing contract. All felony convictions of the applicant shall be evaluated by the Chesterfield Police Department for the severity of the offense, repeat offenses, elapsed time from last conviction and other relevant factors to assess an applicant's current trustworthiness and character. The Chesterfield Police Department will have the final authority on approval of towing contract. The applicant will furnish proof of insurance that meet the requirements of Virginia Code Section 46.2-649.1.
9. Contractor shall install and maintain a clearly visible sign at the storage lot providing the company name and a telephone number where the owner, manager or attendant may be reached at any time so a towed vehicle may be reclaimed by its owner during operating hours. The sign shall be installed in a conspicuous location, be legible and kept in good condition.
10. Contractor shall insure that service is provided for its storage lot seven (7) days a week from 8:00 a.m. until 6:00 p.m. to return vehicles upon the payment of towing and storage charges. If a vehicle is reclaimed from 8:00 a.m. to 6:00 p.m. response time to the storage lot by the contractor or his designee shall not exceed one (1) hour. No office facilities are required to be maintained at the storage lot and the lot does not have to be constantly manned during the time that service is required to be provided under this contract. Contractor shall provide adequate security for all vehicles towed and their contents, including appropriate permanent fencing. The Contractor shall be responsible for the vehicle towed and its contents from the time it is towed until one of the following occurs:

- a. The vehicle is delivered to a location specified by the owner or operator. If the owner, manager or agent of the specified location refuses the delivery of the vehicle, the mileage charge will continue to the Contractor's towlot.
  - b. The vehicle is released and accepted by the owner or the owner's agent; or
  - c. The vehicle is otherwise disposed of according to law.
- 11. This Contract shall expire on August 31<sup>st</sup>, 2021, unless otherwise terminated pursuant to the terms of this contract.
- 12. This contract may be renewed by the County for additional one-year terms if the Contractor timely submits to the County the following: a signed, notarized form which is provided as Addendum C and an updated and completed criminal history form obtained from the Virginia State Police, and an updated Virginia DMV driving record. In addition, renewal is conditioned upon the Contractor's compliance with all terms of this contract in the past, and the County's approval of such renewal. Addendum C forms must be received by the County on or before August 1st of each year to facilitate uninterrupted placement on the Authorized Towing List.
- 13. The Contractor shall meet the following minimum requirements, all requirements established by the Virginia Department of Criminal Justice Services ("DCJS"), and any other reasonable requirements the County may impose in its discretion from time to time:
  - a. All tow truck drivers must ~~by~~ be duly licensed/registered with DCJS and such license/registration must be maintained and renewed in accordance with DCJS requirements. Contractor shall maintain a copy of each tow truck driver's DCJS issued license/registration. All company owners and operators are required to complete the four hour National Traffic Incident Management Responder Training.
  - b. All wreckers must be registered as required by law under Virginia Code § 46.2-649.1. Contractor shall display proper license plates as required by DMV.
  - c. All wreckers must have business name (Virginia Code Sec. 46.2-1076 C), address and phone number on both sides of the vehicle and visible to the naked eye from a distance of fifty (50) feet. ~~(Virginia Code Sec. 46.2-1076 D)~~ The lettering will be permanently affixed to the wrecker Magnetic signs are prohibited except in the use of rental wreckers as provided in paragraph 23 of this Contract.
  - d. Contractor shall comply with the Code of the County of Chesterfield, including § 13-42 that states the following:



No truck having wheels of the dual-tire type in excess of 6,000 pounds and no trailer, semitrailer or cab for such trailer shall be parked on any road in the County within any residential district as defined in the zoning ordinance.

- e. Contractor shall not park a wrecker in a residential area while carrying or towing vehicles.
  - f. All wreckers must have current Virginia State Inspections.
  - g. All wreckers shall be standard vehicles originally designed and built as wreckers and shall not be pick-up or similar trucks with towing slings on the body.
  - h. All wreckers shall be equipped with at least one (1) shovel, one (1) broom, one (1) container or pail for glass and debris, (1) 5-pound operational/charged multi-purpose fire extinguisher and a sufficient amount of absorbent material equal to a five (5) gallon bucket and any other equipment required by the County.
  - i. In addition to the required standard lighting equipment, each wrecker will be outfitted with a flashing, blinking or alternating (rotating) amber light(s) as required by State Code, Section 46.2-1025 and 46.2-1030(C).
  - j. Additions or changes in equipment or storage facilities may be made to Attachment A after the police have inspected and approved all equipment/facilities to be added to said attachment and after the police have been notified in writing by the Contractor of the deletions/additions of equipment or storage facilities listed in Attachment A provided; however; that the Contractor shall at all times comply with minimum equipment and storage facility specifications of this Contract or this Contract shall be terminated.
  - k. As mandated by the Commonwealth of Virginia in the 2011 Virginia Work Area Protection Manual, Section 6D.03, towing and recovery personnel who are exposed to traffic shall wear high-visibility safety apparel that meets Performance Class 3 requirements.
14. The County reserves the right to contract with no more approved wrecker/towing companies at any one time than it deems to be necessary.
15. The Contractor shall be able to respond to police calls for impoundment or seizure for towing and wrecker services every day of the week on a twenty-four (24) hour a day basis.

16. Response time for the arrival on the scene by the tow truck shall not exceed thirty minutes from the time the call for service is made by the County. In the event the Contractor determines from the circumstances of the call for service, that a larger than normal wrecker is required, an additional thirty minutes will be allowed. In the event the response time exceeds such time limits, the County reserves the right to call any other available contractor. Frequent failures to respond within the appropriate time limits shall be considered grounds for termination of this Contract and removal from the eligibility list. The above time limit may be waived by the County for good cause.
17. In the event an owner or operator of a vehicle to be towed requests towing service from someone other than the County contracted towing services, such request shall be honored by the County unless circumstances prevent the request from being honored.
18. It shall be the responsibility of the Contractor to determine the appropriate wrecker to be sent on any call. In the event the Contractor deems it necessary to obtain additional assistance or equipment and the contractor does not have the needed assistance or equipment, the Contractor will advise the police officer on the scene of this fact and the officer will call for another contractor to respond to assist. No Contractor shall accept calls for service that are beyond their capability or equipment limitations. No Contractor shall accept a service call from the County and then split the call with another contractor or give the call to another contractor.
19. The Contractor shall notify the Chesterfield County Emergency Communications Center Supervisor of a temporary change of telephone number. Any permanent change in address or phone number shall be made in writing to the Community Services Division, Chesterfield County Police Department, 2730 Hicks Road, North Chesterfield, Virginia 23235.
20. All wrecker operators employed by the Contractor shall be duly licensed as required by the Code of Virginia, and shall have such license in their possession at all times when operating wreckers or other equipment.
21. The Contractor shall be responsible for the removal of all debris from the scene before departing. The Contractor shall also be responsible for the removal of injurious substances dropped upon the highway from such vehicle. See Va. Code §18.2-324. If an injurious substance clean up warrants the use of resources beyond those required for a basic clean up, the Contractor may charge the hourly fee listed on Addendum D for additional labor and may also charge for its additional equipment and supply expenses. The Contractor is required to document through photographs the before and after condition of the scene. The Contractor is required to maintain for a period of two years the photographic documentation, as well as the documentation substantiating the additional expenses charged. The documentation must be made available for inspection by the County upon request. In the event that two or more wreckers are at

a scene, Contractor agrees to cooperate with all drivers as necessary for clean-up. If all other tow trucks have left the scene, the last tow truck operator will be responsible for cleaning up the debris.

22. The Contractor shall not release any vehicles "seized" or "seized for forfeiture" by the County until the Contractor obtains permission from the County or is ordered by the Court to release the vehicle **or at the direction of the towing coordinator and upon receipt of an official letter from the Chesterfield Police Department, the contractor shall release a vehicle to any person lawfully permitted to possess such vehicle.**
23. In performance of its duties under this Contract, the Contractor shall use only that equipment which has been inspected and approved by the County. All approved equipment of the Contractor shall be listed on Addendum A hereto, which is made part of this Contract. Use by the Contractor of equipment of any other towing facility, regardless of ownership, or of unapproved equipment, shall constitute just cause for immediate termination of this Contract. If a Contractor's wrecker is temporarily disabled a rental wrecker may be utilized, with the written approval of Chesterfield County Police Department for up to 30 days. Extension of time to the 30 day time limit may be granted at the discretion of Chesterfield County Police Department. The rental wrecker must meet all of the requirements of this Contract and magnetic signs displaying the name, address and telephone number of the Contractor shall be affixed on both sides of the rental wrecker. (Magnetic signs are not otherwise allowed on wreckers owned and used by the Contractor.) The Contractor shall notify Chesterfield County Police Department's towing coordinator for approval prior to putting a rental wrecker in service. This provision shall not prohibit the use of "specialty equipment" under emergency conditions. When so instructed by the police, the Contractor shall provide whatever equipment is necessary to move the motor vehicle designated by the County, including, but not limited to, dollies, winches, cable extensions, and off road work.
24. The Contractor hereby grants the County permission to inspect periodically all equipment and storage facilities listed in Attachments A and B at the convenience of the County. Whenever the County determines any storage facility or equipment to be unacceptable, the County shall give written or verbal notification to the Contractor of its determination, and said unacceptable equipment or storage facility shall not be used by the Contractor in performance of its obligations hereunder until corrected, and, if not reasonably corrected within 10 days, such equipment or storage facility shall be deleted from Attachment A. All findings of unacceptable equipment will be documented in the tow company's file at the Police Department.
25. The Contractor shall keep for two (2) years all records related to the towing of vehicles which have been towed under this Contract. These records will include copies of the itemized bill given to owner or operator as outlined in section 28(c) of this Contract. Contractor shall keep separate all towing charges billed under this contract. Such records shall be available at any time for inspection by the police.

26. The Contractor represents that no current employee or member of the governing body of the County of Chesterfield has any interest, direct or indirect, in the Contractor's business.
27. The Contractor shall indemnify, hold and save harmless the County of Chesterfield, the Board of Supervisors of Chesterfield County, Virginia, and all County officers, agents and employees from and against any and all claims, casualties, damages, injuries, suits, actions, or causes of actions, arising or asserted by reason of any act or omission of the Contractor, its officers, agents or employees in the performance of this Contract.
28. The Contractor may charge three basic fees for its services: a night tow fee to cover the period from 7:00 p.m. to 7:00 a.m., a day tow fee to cover the period from 7:01 a.m. to 6:59 p.m. and a holiday fee. The holiday fee may be charged on holidays recognized by Chesterfield County. The County holidays are listed on Addendum D of this Contract. These basic fees shall include any charge for the storage of the vehicle towed. All fees shall be listed on Addendum D of this Contract and approved by the County. To determine the proper category of charge, (disabled vehicle, accident, traffic infraction etc) the tower must verify with the officer on the scene what classification will be assigned to the incident. If the tow driver on scene disagrees with the officer on scene about the proper category of charge, the driver may request for an on duty police supervisor to mediate. The decision of the on duty supervisor will be binding. Contractor shall give each owner or operator a written copy of approved towing fees at the time of the tow. A master copy of the towing fees will be supplied to the Contractor by the County. The Contractor will give copies of the master copy to the owner or operator. Only the copy approved by the County will be supplied to the owner or operator. If operator or owner is not available at the time of tow a copy may be given when customer picks up vehicle. When requested at the scene of the tow or at the Contractor's storage lot, the Contractor shall release to the owner or his or her designee personal contents of vehicle that are not attached or considered to be necessary for the proper operation of any motor vehicle. At no time can the Contractor hold personal items not permanently affixed to the vehicle in lieu of payment of the tow bill.
  - a. The allowable fees are listed on Addendum D of this Contract. Contractor can charge for an additional wrecker, person or equipment if utilized for the same vehicle. The fee listed in Addendum D for additional person, wrecker or equipment shall not exceed the fee for disabled passenger vehicles, pick-up, SUVs or vans. With prior approval from the Police Department Towing coordinator, Contractor may charge a fee not to exceed \$100.00 for extraordinary circumstances. These circumstances could be but are not limited to a vehicle underwater, in a large ravine or some other circumstance which requires significant additional work as compared to a normal tow. At no time can this charge be levied without prior approval by the Police Department Towing Coordinator.

- b. If a wrecker responds and services are not required, no charge will be made by the Contractor if it has not hooked up to the vehicle. An example would be a parking violation where the owner arrives to claim the vehicle before the wrecker is attached to the vehicle in violation.
- c. The Contractor shall present to the owner or operator of any motor vehicle towed or stored an itemized bill containing the following information:
  - i. Vehicle owner's name, address and/or;
  - ii. Vehicle description including manufacturer, color, model and license plate number and vehicle identification number;
  - iii. Date and time vehicle towed, incident number assigned by Police Communications Center, location from which the vehicle was towed and the reason for the tow, list of services provided and individual cost;
  - iv. Location, date and the vehicle was released.

The itemized bill shall have the information from both 28.c.i. and ii, unless the information from i. is unavailable, in which case the bill shall contain the information required by 28.c.ii.

- d. A separate fee may be charged for the release of a vehicle after normal business hours (5:00 p.m. 8:00 a.m.) Fees allowed are listed on Addendum D of this Contract.
29. The Chief of Police shall designate an officer to investigate all complaints made by the owner and/or operator of vehicles which are towed or stored pursuant to this contract.
- a. When deemed necessary, the Chief of Police or his designee shall make written recommendations for corrective action, which shall be binding on the Contractor.
  - b. The Chief of Police or his designee will determine whether or not the Contractor is providing satisfactory service. If service is determined to be unsatisfactory, this contract may be terminated.
30. a. The County may at any time, in its discretion, suspend or terminate this Contract after providing the Contractor 24-hour advance written notification. However, the County reserves the right immediately, without 24-hour advance written notification, suspend the Contract and remove the Contractor from the Authorized Towing List if such suspension and removal is in the interest of public safety and, therefore, deemed necessary by the County. Grounds for termination or suspension shall include, but be limited to:

- i. Failure to respond to requests from the County within the required 30 minute time period;
  - ii. Failure to maintain equipment in accordance with requirements as enumerated in this contract and or failure to have new equipment or facilities approved prior to their use;
  - iii. Lack of adequate insurance as required by VA State Code Section 46.2-649.1;
  - iv. Arriving at the scene of an incident where Contractors are required without being called by the County;
  - v. Operating in a manner which is inefficient or unsafe or allowing an inexperienced or unlicensed persons to operate any equipment which is used to tow a motor vehicle;
  - vi. Storing a vehicle at a location other than an approved storage lot;
  - vii. Failure to comply with any of the terms of this Contract;
  - viii. Convictions for violating local, state, or federal laws;
  - ix. Failure to clean roadways at the scene of an accident;
  - x. Use of satellite telephone numbers or business locations to increase the number of operating points for Contractors within the County;
  - xi. Substantiated complaint(s) of excessive or unnecessary fees for towing or storage charged to customers;
  - xii. Any action or activity by the Contractor which, in the determination of the police, is not in the best interest of the police, the County, or the citizens of Chesterfield County;
  - xiii. Involvement in criminal offenses or activity and/or failure to comply with all laws, ordinances, codes and regulations applicable to the operation of a motor vehicle towing and storage business;
  - xiv. Operating a towing business without a valid Chesterfield County business license;
  - xv. Failure to pay County or state taxes.
- b. The Contractor shall receive from the Chesterfield County Police Department written notice of such removal or suspension and the grounds therefore. The Chief of Police



or his Designee's decision for removal or suspension shall be final and conclusive unless the Contractor appeals in writing to the Chief within ten (10) days of receipt of notice of removal or suspension.

- c. The Contractor's written appeal to the Chief of Police shall include the basis for its appeal and the relief sought, and shall state whether the Contractor wishes to have a hearing with respect to the appeal.
  - d. If no hearing is requested, the Chief of Police or his designee shall render a decision to the Contractor within ten (10) days of receipt of appeal.
  - e. If a hearing is requested, it shall be held within ten (10) days of receipt of the written appeal or as soon thereafter as possible, and a final decision shall be rendered by the Chief of Police or his designee within ten (10) days of the hearing. During the hearing, the Contractor, and the Police Department, shall have the opportunity to present pertinent information, and to cross-examine adverse witnesses. The hearing shall be an informal, administrative proceeding, rather than a judicial-type trial, and shall be conducted by the Chief of Police, or his designee. The Contractor may be represented by counsel at its own expense.
  - f. If the final decision of the Chief of Police or his designee is removal of the Contractor from the list and termination of the Contract, the Contractor may appeal in writing to the County Administrator. Such appeal must be made to the County Administrator within ten (10) days of receipt of the Chief of Police's final decision issued pursuant to subsection 30(d) or (e). The County Administrator may consider the Contractor's notice of appeal and any documentation or evidence submitted to the Chief of Police for his consideration. The County Administrator shall issue a written decision upholding, reversing, or modifying the decision of the Chief of Police within thirty (30) days of receipt of the written appeal.
31. Contractor's records shall be open to inspection and subject to audit and/or reproduction by the County to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to this contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Contract.

For the purpose of such audits, inspections, examinations and evaluations, the County shall have access to said records from the effective date of this Contract, for the duration of the work, and until two (2) years after the date of final payment by the County to Contractor pursuant to this Contract.

The County shall have access to Contractor's facilities, shall have access to all necessary records in order to conduct audits in compliance with this article. The County shall give

Contractor reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and materials suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from the amount payable to Contractor pursuant to this Contract.

If an audit inspection or examination in accordance with this article discloses overcharges (of any nature) by Contractor to the County in excess of five percent (5%) of the total Contract billings, the actual cost of the County's audit shall be paid by Contractor.

32. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, gender, disability, national origin, age, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
33. During the performance of this Contract, the Contractor agrees to:
  - a. Provide a drug-free workplace for the Contractor's employees.
  - b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
  - c. State in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.

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

34. The validity and construction of this Contract shall be governed by the laws of the Commonwealth of Virginia. Any claims, actions or disputes which arise concerning or relating to this contract shall be brought in the Circuit Court of Chesterfield County.

35. This Contract constitutes the entire agreement of the parties with respect to the towing and storage of motor vehicles by the Contractor at the request of the County. No changes to this Contract shall be made except in writing, signed by both parties. This Contract supersedes all other agreements between parties hereto with respect to towing and storage of motor vehicles.

## COUNTY OF CHESTERFIELD

By: \_\_\_\_\_

Its: Crime Prevention Sergeant

Approved as to form:

\_\_\_\_\_

## CONTRACTOR

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Commonwealth of Virginia  
Chesterfield County

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
in **Chesterfield County, Virginia** day month year

by \_\_\_\_\_ of \_\_\_\_\_.  
name company

\_\_\_\_\_  
Notary Public



## Addendum A

### Authorized Wreckers



Names of Business: \_\_\_\_\_

Business Address: \_\_\_\_\_

Email: \_\_\_\_\_ Business Phone: \_\_\_\_\_

#### Wrecker #1

Year: _____	Make: _____	Model: _____
VIN # _____		License No. _____
Operational Fire Extinguisher <input type="checkbox"/>	Class 3 Vest <input type="checkbox"/>	State _____
Shovel <input type="checkbox"/>	Broom <input type="checkbox"/>	Inspection Date _____
Standard <input type="checkbox"/>	Roll Back <input type="checkbox"/>	Gross Weight _____
	Heavy <input type="checkbox"/>	Flashing Lights <input type="checkbox"/>
Container for removal of debris <input type="checkbox"/>	Business/Address/Phone displayed <input type="checkbox"/>	

#### Wrecker #2

Year: _____	Make: _____	Model: _____
VIN # _____		License No. _____
Operational Fire Extinguisher <input type="checkbox"/>	Class 3 Vest <input type="checkbox"/>	State _____
Shovel <input type="checkbox"/>	Broom <input type="checkbox"/>	Inspection Date _____
Standard <input type="checkbox"/>	Roll Back <input type="checkbox"/>	Gross Weight _____
	Heavy <input type="checkbox"/>	Flashing Lights <input type="checkbox"/>
Container for removal of debris <input type="checkbox"/>	Business/Address/Phone displayed <input type="checkbox"/>	

#### Wrecker #3

Year: _____	Make: _____	Model: _____
VIN # _____		License No. _____
Operational Fire Extinguisher <input type="checkbox"/>	Class 3 Vest <input type="checkbox"/>	State _____
Shovel <input type="checkbox"/>	Broom <input type="checkbox"/>	Inspection Date _____
Standard <input type="checkbox"/>	Roll Back <input type="checkbox"/>	Gross Weight _____
	Heavy <input type="checkbox"/>	Flashing Lights <input type="checkbox"/>
Container for removal of debris <input type="checkbox"/>	Business/Address/Phone displayed <input type="checkbox"/>	



## Addendum B

### Authorized Towing List Agreement Application (Storage Lot)

Name of Business: \_\_\_\_\_

Principal Business Address: \_\_\_\_\_  
\_\_\_\_\_

Operated by: \_\_\_\_\_ Bus. Phone: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Storage lot location: \_\_\_\_\_

Owned by: \_\_\_\_\_ Phone: \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Address)

Owned by Applicant ☐ Leased by Applicant ☐ If Lease, attach a copy of leasing agreement.

Storage facility:

Fenced in ☐ Lights ☐ Security guard ☐ Guard dogs ☐ Closed and covered ☐

Describe type of fencing \_\_\_\_\_

Normal hours storage lot is open: \_\_\_\_\_

Charge per day for storage outside \_\_\_\_\_ inside \_\_\_\_\_

Show capacity for outside storage \_\_\_\_\_ inside \_\_\_\_\_

Applicant's signature: \_\_\_\_\_ Applicant's title: \_\_\_\_\_

Date: \_\_\_\_\_

For office use:

Date inspected: \_\_\_\_\_ Inspected by: \_\_\_\_\_

Approved ☐ Disapproved ☐ The above location as a storage facility for motor vehicles.

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Date)



## Addendum C

### Authorized Towing List Agreement Renewal Application



Name of Business: \_\_\_\_\_

Business Address: \_\_\_\_\_

I, \_\_\_\_\_, as an authorized representative of the towing business/Contractor listed above, make application for renewal of the business on the Chesterfield County Police Department's Authorized Towing List. I further certify that the information provided on Addendum A and Addendum B to our original Towing Contract dated \_\_\_\_\_ is still correct or that I am submitting with this Renewal Application a new Addendum A and/or B for approval.

I, as an authorized representative of the business listed above, further agree that the business and its employees, agents and assigns will abide by the terms of the original Towing contract dated \_\_\_\_\_ and entered into between the above listed towing business/Contractor and the County of Chesterfield, Virginia.

Applicant's signature and title: \_\_\_\_\_

Date: \_\_\_\_\_

(Must be notarized with seal)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
in Chesterfield County, Virginia.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

- ☐ Approved
- ☐ Disapproved

\_\_\_\_\_  
Chief of Police or designee



## Addendum D

\*Nighttime rates are effective between the hours of 7 p.m. and 7 a.m. Monday-Friday. All hours on weekends and County holidays are charged as nighttime. ***\*The County holidays include New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day after, Christmas Eve and Day.***

These are the maximum allowable charges to citizens as determined by the Chesterfield County Police Department. No other fees except those specified in the contract are permitted without approval of Chesterfield County Police Department Towing Coordinator. By signing the contract in whole (and this addendum in part), you agree to accept these fees for any Chesterfield County Police Department originated call for towing or related services under the contract.

\*This Addendum is effective: 09/01/2020

Services	Day	Night Weekend Holiday
1. Towing Wrecked passenger vehicle, light duty pick-ups, SUVs and vans (glass, metal, plastic sweep-up fee and basic injurious substance clean up included).	\$196	\$235
2. Towing disabled passenger vehicle, light duty pick-ups, SUVs and vans. Vehicles towed to Police impound lot in disabled type condition	\$96	\$109
3. Traffic Infractions (Under 10,000 GVWR)	\$136	\$155
4. Towing wrecked delivery trucks, pick-ups with dual rear wheels, or vehicles (glass, metal, plastic sweep-up fee and basic injurious substance clean up included. (Under 10,000 GVWR)	\$270	\$310
5. Towing disabled pick-ups with dual rear wheels, or vehicles requiring a medium-duty wrecker. (10,000-14,000 GVWR)	\$142	\$162
6. Charge for disconnecting drive shaft, transaxle, transmission, transmission linkage in order to prevent drive train damage. Multiple charges are not allowed.	\$54	\$54
7. Storage fee – No storage fee for the first calendar day the vehicle was towed. Fees begin at 12:01 a.m. each calendar day after the first day the vehicle was towed.	\$45	\$45
8. After-hour release fee may be charged from 5:01 p.m. to 8:00 a.m. Mon – Fri. all day on Saturdays and Sundays and on approved County holidays*.	\$50	\$50
9. DMV Title search, lien holder/owner notification fees.	\$94	\$94
10. One-time charge per vehicle for use of winch for a vehicle with at least two wheels completely off the roadway, off the designated shoulder, vehicles with no keys or overturned. Multiple winching charges shall not be allowed.	\$82	\$100
11. Charges per mile from the 'hook-up' site if the final destination is other than directly to your towing storage lot.	\$4.30	\$4.30
12. Snatch Block	\$70	\$81
13. Hourly labor rate for injurious substance clean up not covered by 1. or 4.	\$51	\$61

Business Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 13.B.20.**

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**Subject:**

Acceptance of State Roads

**Board Action Requested:**

Adoption of resolutions for the referenced state roads acceptances.

**Summary of Information:**

**Clover Hill District:** Twilight Bluff

**Matoaca District:** The Villas At Westerleigh Section 2

**Attachments:**

1. 2020-07-22 Matoaca - The Villas at Westerleigh Section 2
2. 2020-07-22 Clover Hill - Twilight Bluff

Preparer: Scott Smedley, Director of Environmental Engineering

Approved By:

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**TO:** Board of Supervisors

**FROM:** Department of Environmental Engineering

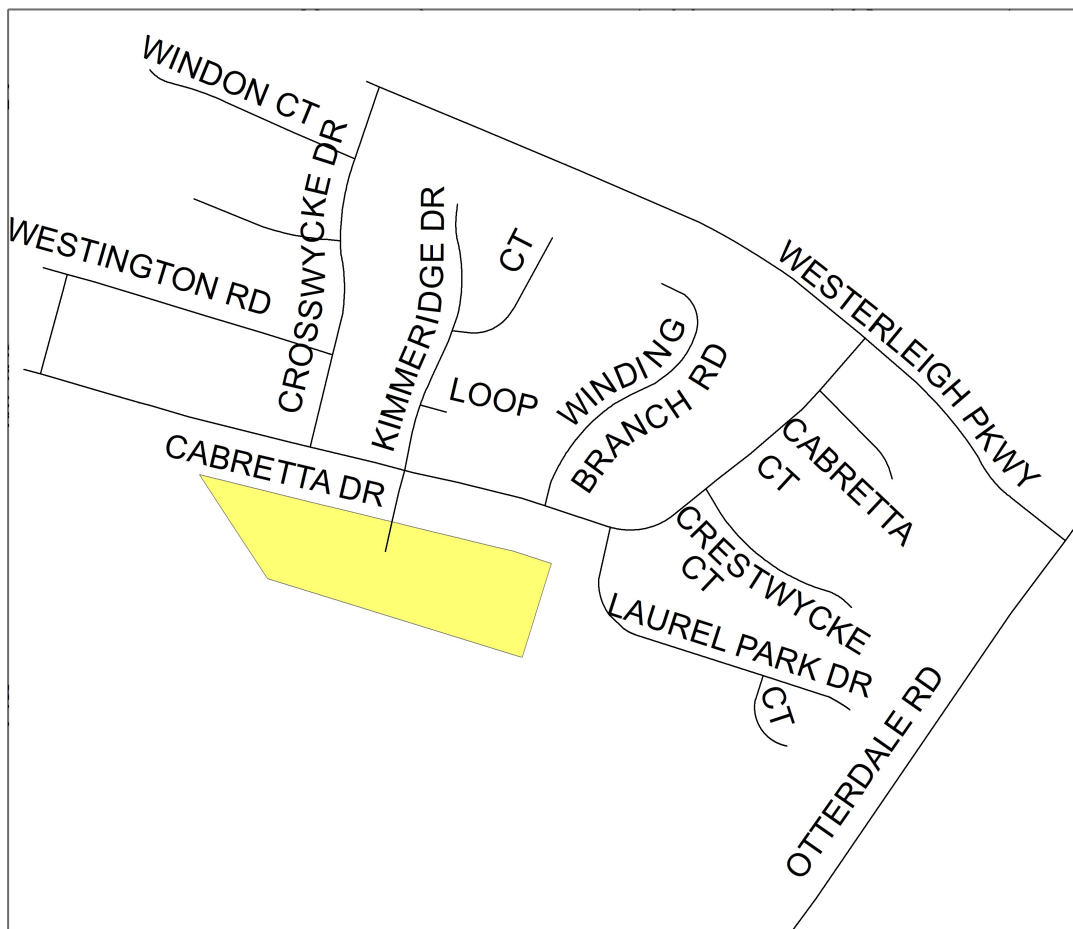
**SUBJECT:** State Road Acceptance - The Villas at Westerleigh Section 2

**DISTRICT:** Matoaca

**MEETING DATE:** July 22, 2020

**ROADS FOR CONSIDERATION:** Kimmeridge Dr

**Vicinity Map: The Villas at Westerleigh Section 2**



Produced By Chesterfield County GIS

**TO: Board of Supervisors**

**FROM: Department of Environmental Engineering**

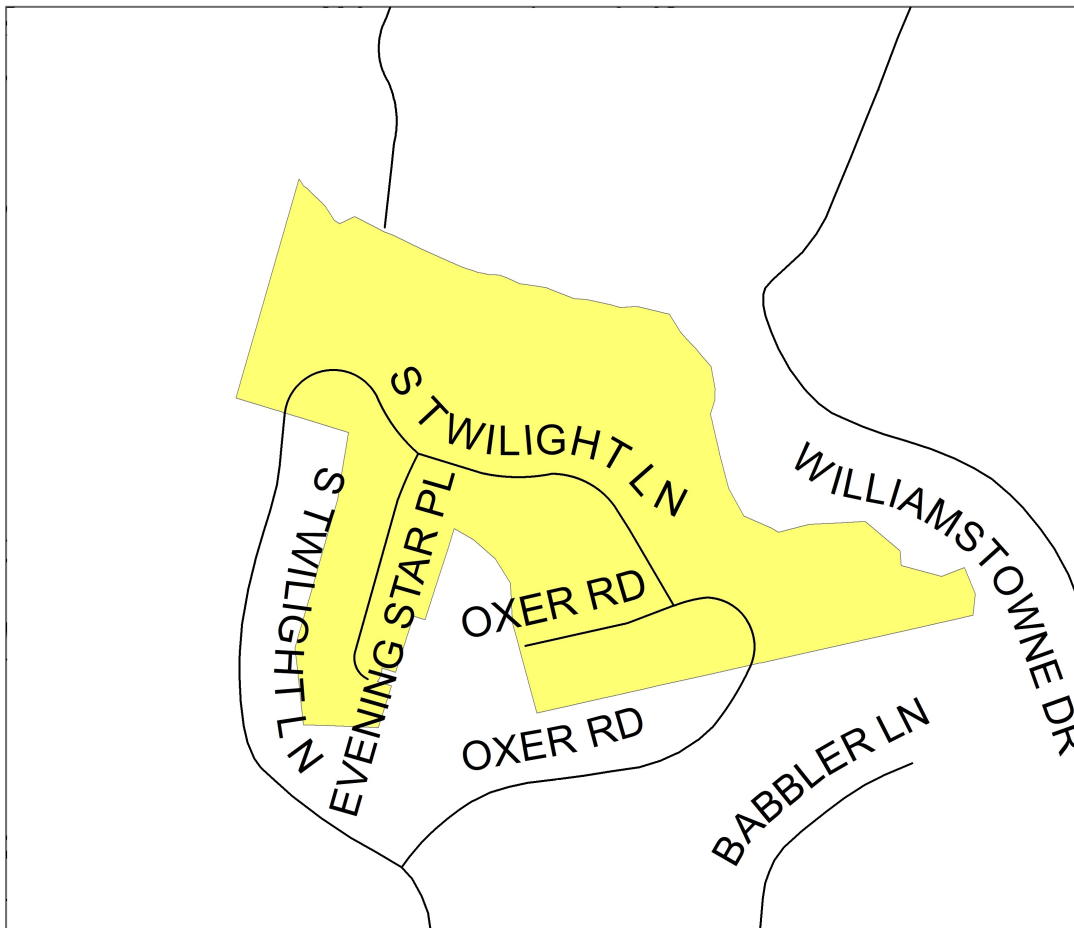
**SUBJECT: State Road Acceptance - Twilight Bluff**

**DISTRICT: Clover Hill**

**MEETING DATE: July 22, 2020**

**ROADS FOR CONSIDERATION:** Evening Star Pl  
Oxer Rd  
South Twilight Ln

**Vicinity Map: Twilight Bluff**



Produced By Chesterfield County GIS



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 13.B.21.**

**Subject:**

Set a Public Hearing for August 26, 2020 to Consider Repealing the Ordinances Waiving Penalties and Interest on Unpaid Transient Occupancy Taxes and Unpaid Utility Bills

**Board Action Requested:**

Set a Public Hearing for August 26, 2020 to Consider Repealing the Ordinances Waiving Penalties and Interest on Unpaid Transient Occupancy Taxes and Unpaid Utility Bills

**Summary of Information:**

It is requested that the Board of Supervisors set a public hearing for August 26, 2020, to consider repealing ordinances that waive the penalties and interest on past-due balances for transient occupancy taxes and utility bills.

*Background:*

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 a countywide emergency in response to COVID-19. Immediate financial impacts were felt by the hotel industry and by individual citizens affected by the pandemic-induced economic disruption. Accordingly, on March 25, 2020, the Board of Supervisors approved an ordinance to add Section 9-160 to Chapter 9, Article XI, of the Code of the County Chesterfield to waive penalties and interest on unpaid transient occupancy taxes. Similarly, on this same date, the Board also approved an amendment to Section 18-29 relating to the waiver of penalties and interest on unpaid utility bills. By extending the date on which penalties and interest accrue, these extensions of temporary relief provide the target recipients with payment relief.

This request is to set a public hearing to consider repealing these waivers so that they expire after August 31, 2020. Effectively, the accrual of penalties and interest on these past-due balances would apply starting September 1, 2020. These actions would align with the sunset date for the waiver of penalties and interest extended to personal property taxes.

**Attachments:**

None

Preparer:

Approved By:



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**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 13.B.22.**

**Subject:**

2020 Legislative Program

**Board Action Requested:**

Staff recommends adding the following to the 2020 Legislative Program:

Chesterfield County will review all legislation introduced in the 2020 special session of the Virginia General Assembly and will formulate our positions based on language in the bills and the impacts on the community. We will oppose any legislation that will result in our community being less safe.

**Summary of Information:**

**Attachments:**

None

Preparer: Mary Ann Curtin, Director

Approved By:

A handwritten signature in black ink, appearing to be "J. [unclear]", is written over a horizontal line.



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 13.B.23.**

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**Subject:**

Amendment to List of County Cultural and Religious Observances

**Board Action Requested:**

Amend the list of County Cultural and Religious Observances to include all public observances as established by presidential proclamations.

**Summary of Information:**

The Board of Supervisors has been working to establish a broad and inclusive list of cultural and religious observances as represented by their addition of numerous such events in May. In an effort to further that work, staff is recommending amending that existing list with other observances as deemed by presidential proclamations. This addition will cover gaps in the existing list, and will be denoted on that document with a unique designation. The full list will be available on the county's website.

**Attachments:**

None

Preparer: Christopher "Matt" Harris, Deputy County Administrator

Approved By:



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 13.B.24.**

**Subject:**

Request to Quitclaim Portions of a Twenty-Four Foot SWM/BMP Access Easement across the Properties of NVR, Inc., Cambria Cove Homeowners' Association, Inc. and Harvey and Susan Clark

**Board Action Requested:**

Authorize the Chair of the Board of Supervisors and the County Administrator to execute a quitclaim deed to vacate portions of a twenty-four foot SWM/BMP access easement across the properties of NVR, Inc., Cambria Cove Homeowners' Association, Inc. and Harvey and Susan Clark.

**Summary of Information:**

Balzer and Associates, Inc. has requested the vacation of portions of a twenty-four foot SWM/BMP access easement across the properties of NVR, Inc., Cambria Cove Homeowners' Association, Inc. and Harvey and Susan Clark, as shown on the attached plat. This request has been reviewed by Environmental Engineering. A replacement access easement has already been recorded.

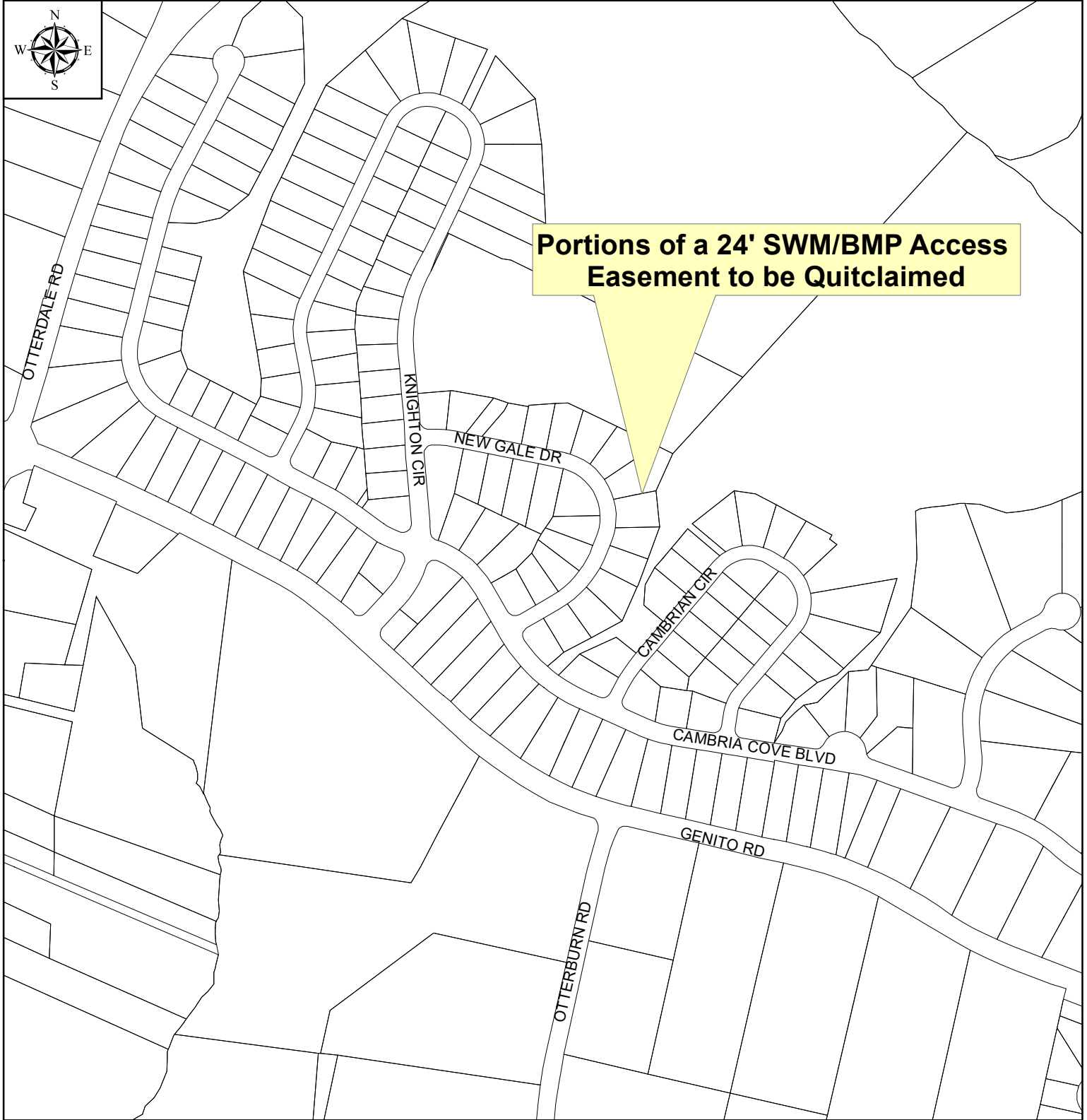
**Attachments:**

1. NVR Inc Harry and Susan Clark and Cambria Cove Homeowners Association SWMBMP Access Easement Quitclaim Sketch
2. NVR Inc Harry and Susan Clark and Cambria Cove Homeowners Association SWMBMP Access Easement Quitclaim Plat

Preparer: George Hayes, Director of Utilities

Approved By:

Board of Supervisors Meeting - July 22, 2020  
Request to Quitclaim portions of a Twenty-Four Foot SWM/BMP Access Easement  
across the Properties of NVR, Inc.; Cambria Cove Homeowners' Association, Inc.;  
and Harvey and Susan Clark



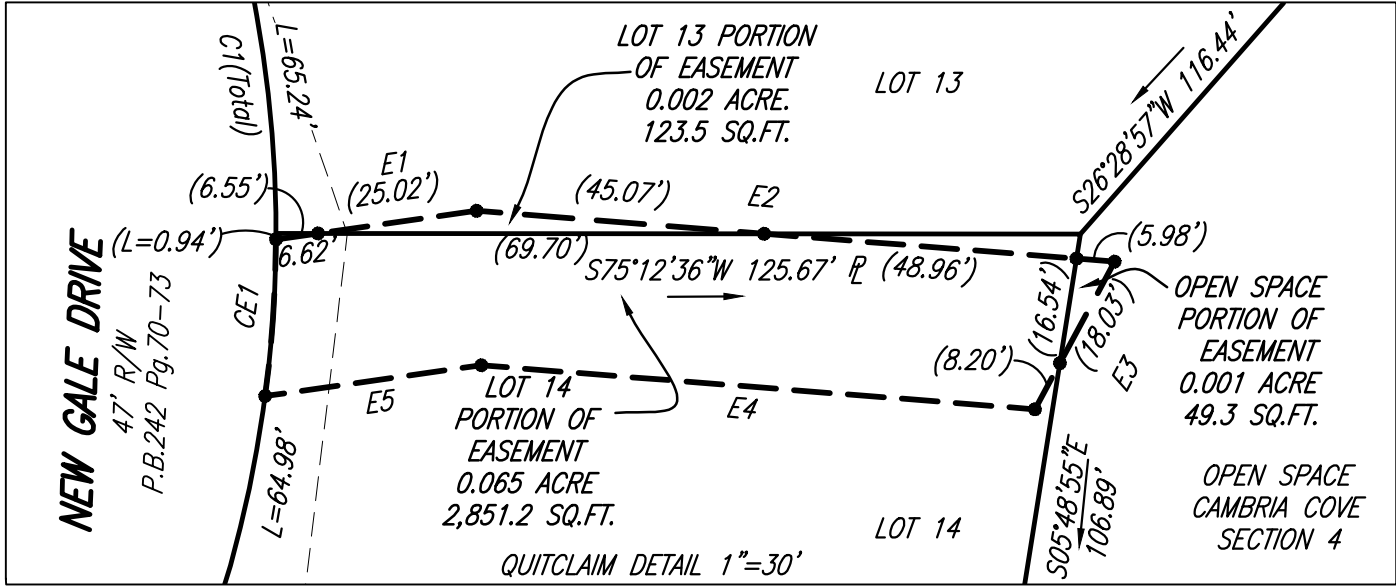
Chesterfield County  
Real Property Office



1 inch = 400 feet

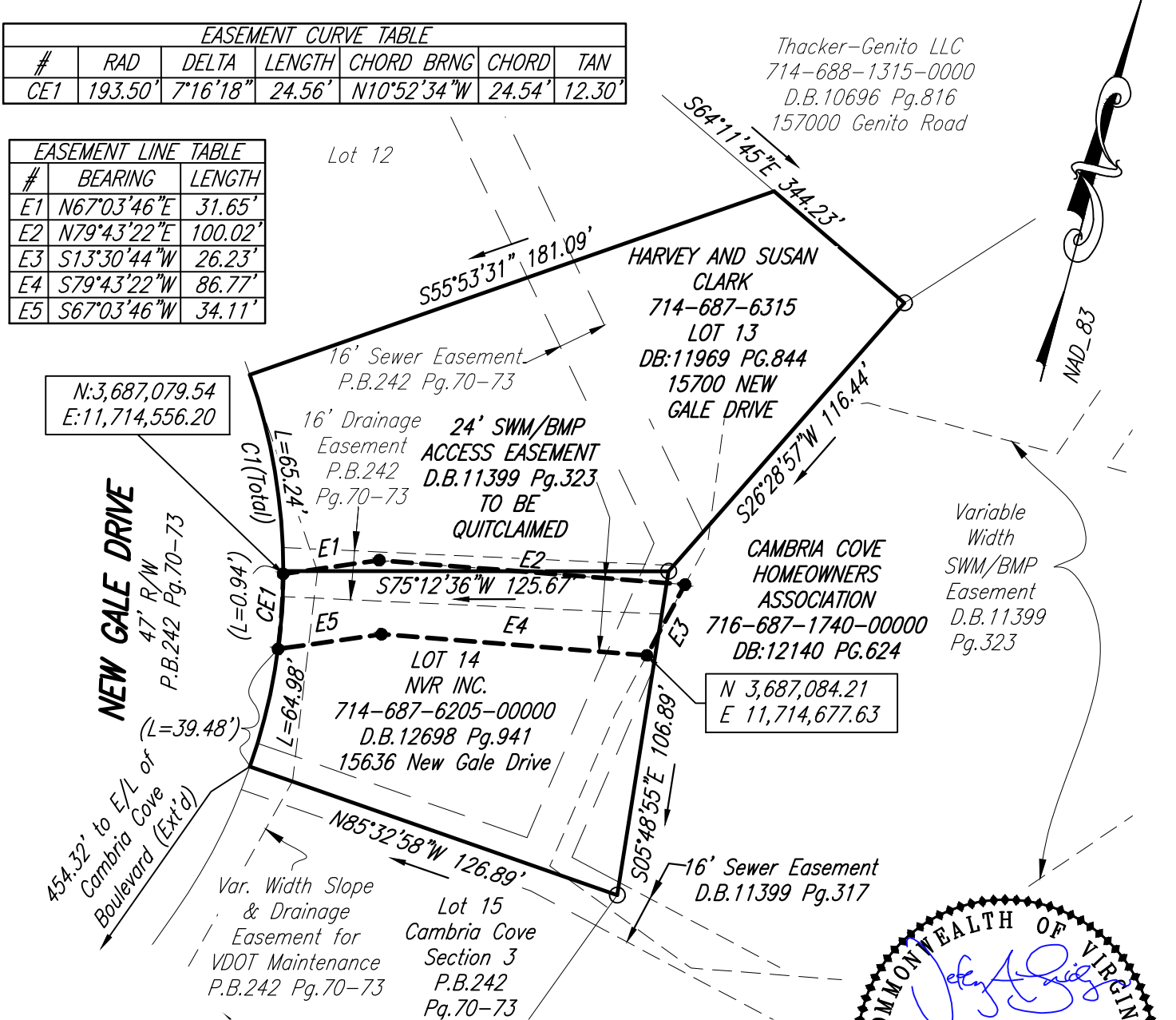


Note: This compiled plat was prepared without the benefit of a title report and is subject to information which may be disclosed by such. No improvements and not all easements may be shown.  
(XX.XX') Denotes tie to easement along R.

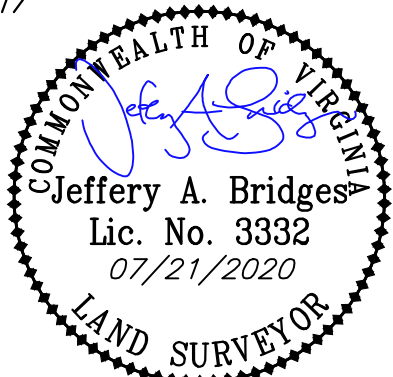


EASEMENT CURVE TABLE						
#	RAD	DELTA	LENGTH	CHORD BRNG	CHORD	TAN
CE1	193.50'	7°16'18"	24.56'	N10°52'34"W	24.54'	12.30'

EASEMENT LINE TABLE		
#	BEARING	LENGTH
E1	N67°03'46"E	31.65'
E2	N79°43'22"E	100.02'
E3	S13°30'44"W	26.23'
E4	S79°43'22"W	86.77'
E5	S67°03'46"W	34.11'



CURVE TABLE						
#	RAD	DELTA	LENGTH	CHORD BRNG	CHORD	TAN
C1	193.50'	99°13'31"	335.11'	N29°14'41"W	294.77'	227.46'



COMPILED  
PLAT SHOWING A  
24' SWM/BMP EASEMENT  
TO BE QUITCLAIMED

DATE: 07/21/2020  
SCALE: 1"=50'  
JOB NO.: C1300094.03  
DRAWN BY: DAD  
CHECKED BY: JAB

PLANNERS / ARCHITECTS / ENGINEERS / SURVEYORS  
ROANOKE / RICHMOND / NEW RIVER VALLEY / STAUNTON / HARRISONBURG / LYNCHBURG  
15871 City View Drive, Suite 200 / Midlothian, Virginia 23113 / Phone (804) 794-0571 / www.balzer.cc





**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 13.B.25.**

**Subject:**

Set a Public Hearing to Consider an Ordinance Establishing Two Satellite Absentee Voting Locations for the Upcoming General Election

**Board Action Requested:**

Set a public hearing for the August 26, 2020 meeting establishing two satellite absentee voting locations in the county for the upcoming election.

**Summary of Information:**

Given recent changes to state law allowing "no excuse" absentee voting for registered voters and the ongoing COVID-19 pandemic, it is anticipated that there will be a large increase in the number of citizens voting with absentee ballots in the upcoming election. In an effort to increase absentee voting accessibility and promote social distancing, the county proposes the establishment of two satellite absentee voting locations for the upcoming election.

State law requires that satellite absentee voting offices must be created by the Board after a public hearing and that the decision must be made at least 60 days before the November election. Accordingly, these satellite absentee voting offices must be created no later than the August Board meeting.

**Attachments:**

None

Preparer: Christopher "Matt" Harris, Deputy County Administrator

Approved By:

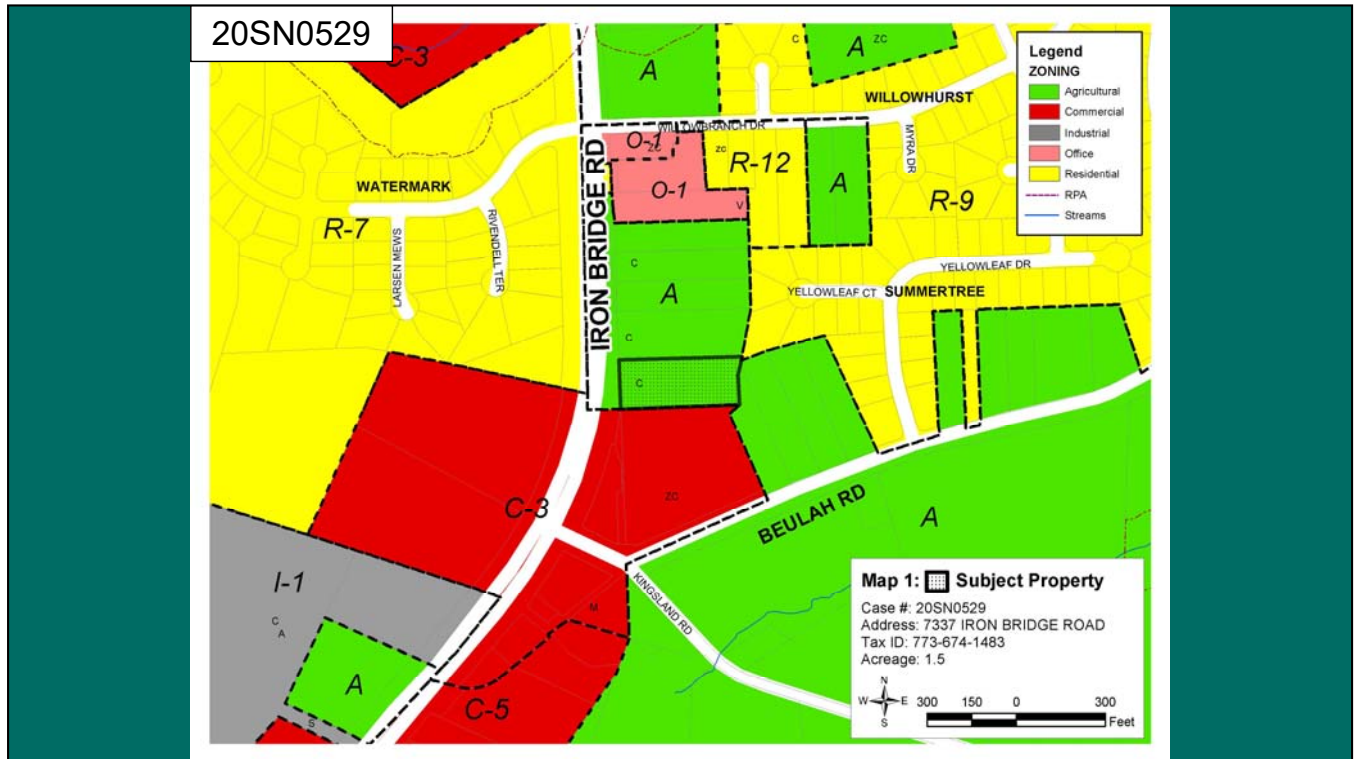
A handwritten signature in black ink, appearing to be "Matt Harris", is written over a horizontal line.

20SN0529  
DALE  
Three Hoos, LLC

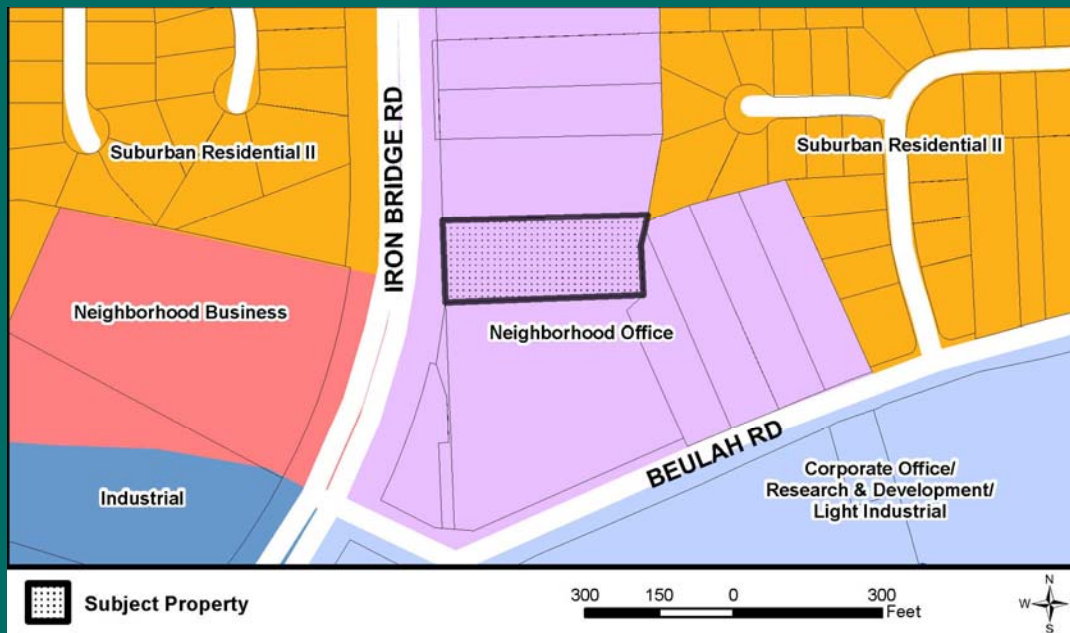
Rezoning from Agricultural (A) to Community  
Business (C-3).

**Good evening Madam Chair, members of the Board, Dr. Casey. This is Case 20SN0529 in the Dale District is a request by Three Hoos, LLC for rezoning from Agricultural (A) to Community Business (C-3).**





This subject property is located on Iron Bridge Road north of the intersection of Iron Bridge and Beulah Rd.



The Comprehensive Plan suggests that this property is best suited for Neighborhood Office uses, which normally pertains to doctors offices, attorneys offices, etc. The applicant is proposing a more intense use in Community Business zoning, counter to what the plan is suggesting.



**This is an aerial view of the subject property. The three properties to the direct south was rezoned by the applicant in 2011 (Case 11SN0150) to C-3 uses. The applicant intends to aggregate the four parcels together for C-3 uses. At this time there are no plans for construction on the property.**





**This is a photo of the site taken last fall. The property is currently occupied by a single family dwelling.**

## Proffered Conditions

- Utility connections, transportation dedication/improvements/phasing
- Similar architectural materials to surrounding properties
- Prohibits recycling service center, taxidermy, auto repair/sales/service station, auto wash, auto parts store

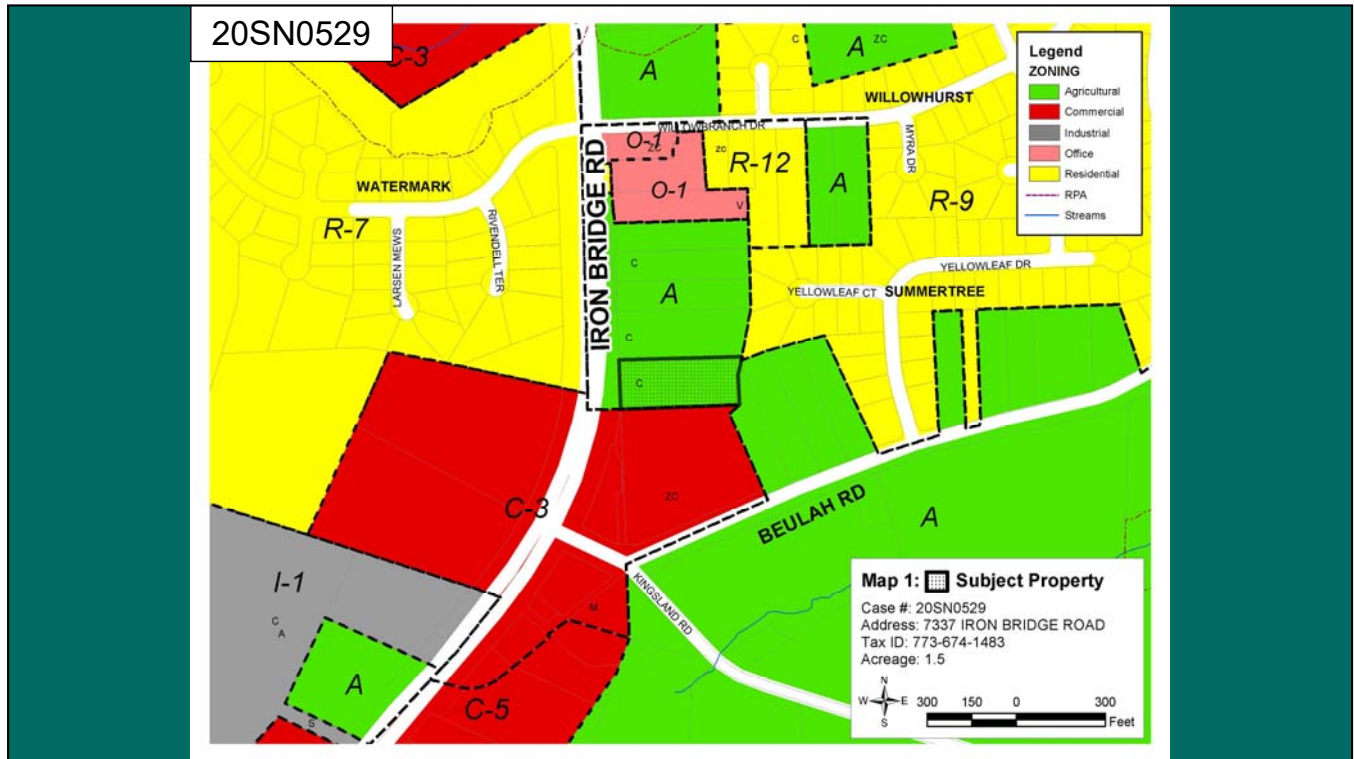
**In Attachment 1 of your staff report, the applicant has proffered seven conditions, pertaining to utility connection, transportation improvements, architectural materials, and prohibited uses. This includes similar architectural design and materials to adjacent properties, and prohibiting recycling centers, taxidermy, outside storage on the property, auto repair, auto sales, auto wash, auto parts store, and an automobile service station, whether manned or unmanned.**

## Recommend Approval

- As conditioned, the anticipated impact should be minimal

**Given the proffered conditions offered by the applicant, staff is in support of the request. As conditioned, the anticipated impact should be minimal.**

**At the Planning Commission's June 16, 2020 meeting, the Commission unanimously recommended approval and acceptance of the proffered conditions in your staff report.**



I'll be happy to answer any questions you may have. Thank you.



**CASE NUMBER: 20SN0529**  
**APPLICANT: Three Hoos, LLC**



**CHESTERFIELD COUNTY, VIRGINIA**  
**DALE DISTRICT**

**STAFF'S ANALYSIS  
AND RECOMMENDATION**

**Board of Supervisors (BOS) Hearing:**

JULY 22, 2020

**BOS Time Remaining:**

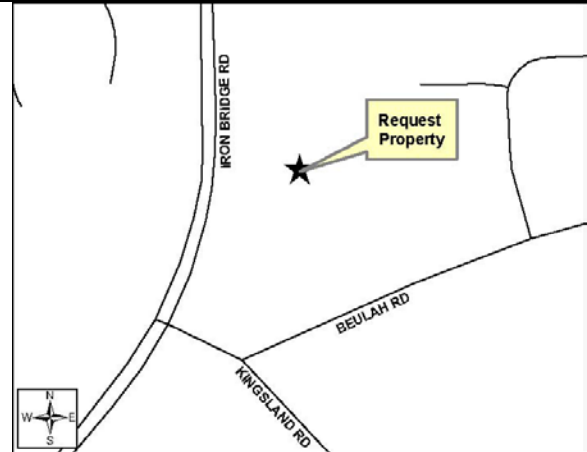
365 DAYS

**Applicant's Contacts:**

KERRY HUTCHERSON (804-748-3600)

**Planning Department Case Manager:**

TYLER WALTER (804-318-8893)



1.5 Acres – 7337 Iron Bridge Rd.

**REQUEST**

Rezoning from Agricultural (A) to Community Business (C-3).

**Notes:**

- A. The only condition that may be imposed is a buffer condition. The applicant may proffer conditions.
- B. Proffered conditions and a staff reference map are located in Attachments 1 and 2.

**SUMMARY**

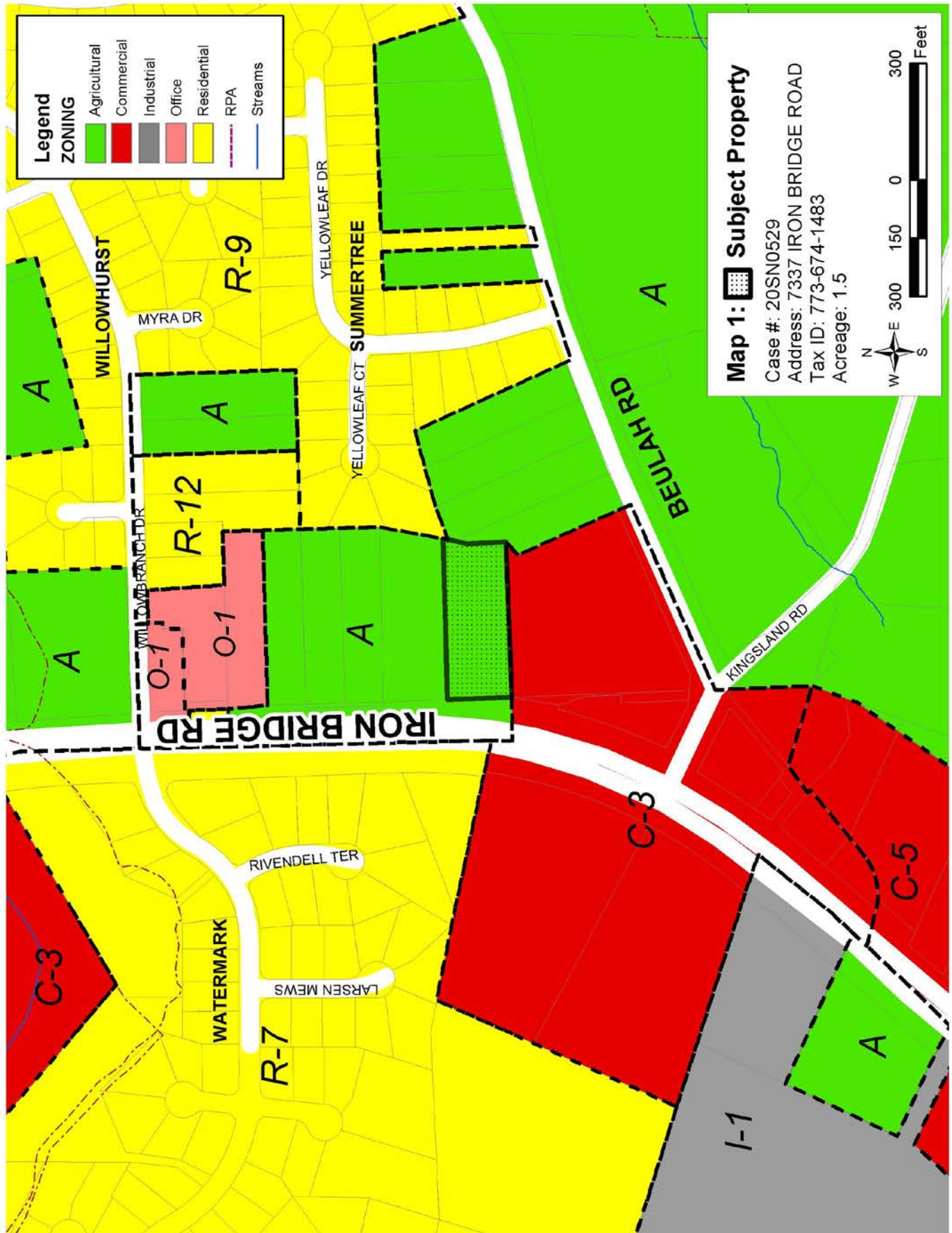
Commercial uses are planned. The applicant indicates development of the property in conjunction with adjacent C-3-zoned properties to the south (5740 Beulah Road). To mitigate impacts, the applicant has proffered conditions prohibiting auto-oriented uses.

**RECOMMENDATION**

PLANNING COMMISSION	<b>APPROVAL</b>
STAFF	<p><b>PLANNING – APPROVAL</b>  Proffered conditions limit auto-oriented uses. As proposed this proposal should provide an adequate transition between commercial uses to the south and residential uses to the north.</p> <p><b>TRANSPORTATION – APPROVAL</b>  Proffered conditions address transportation concerns.</p>

**SUMMARY OF IDENTIFIED ISSUES**

Department	Issue
PLANNING	The Comprehensive Plan suggests commercial nodes at strategic locations along the Route 10 Corridor. The Plan suggests transitional land uses along other portions of the corridor, such as office uses, with appropriate transition between existing and future residential development and higher intensity uses.

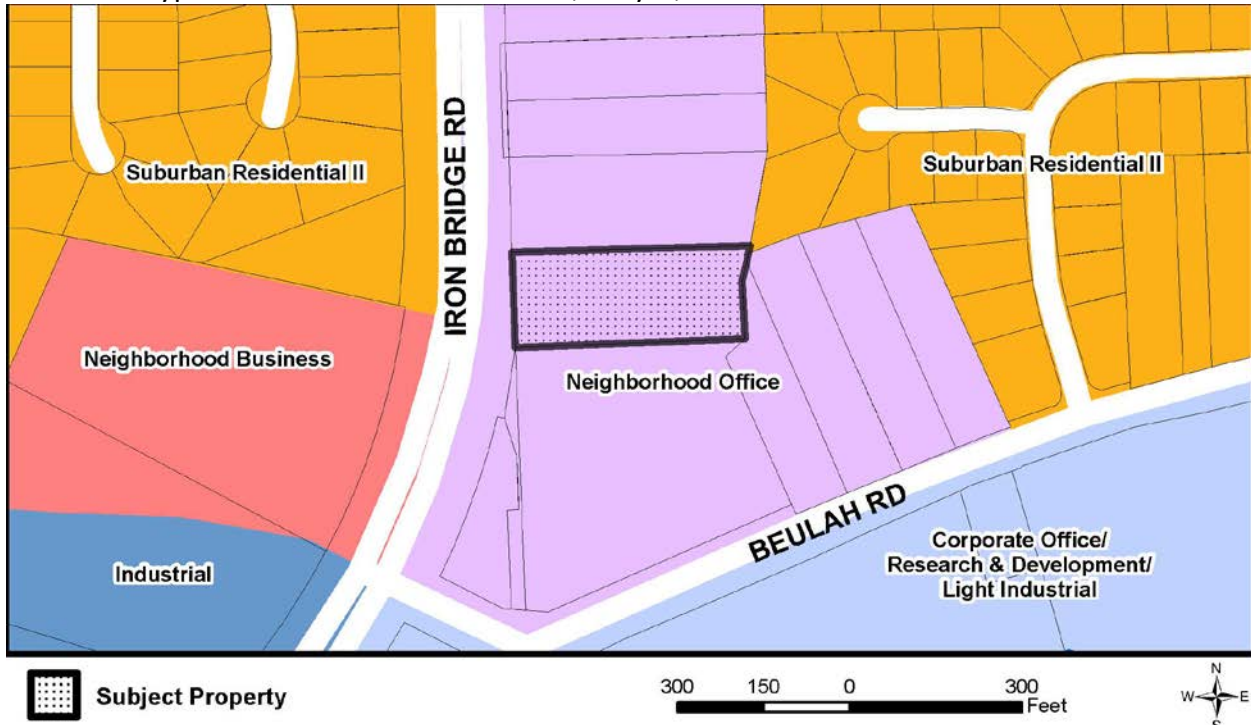




# Comprehensive Plan

## Classification: AIRPORT ZONES – NEIGHBORHOOD OFFICE

The designation suggests the property is appropriate for professional and administrative offices or similar uses. Typical uses could include doctor, lawyer, accountant and real estate offices.



## Surrounding Land Uses and Development



## PLANNING

Staff Contact: Tyler Walter (804-318-8893) waltert@chesterfield.gov

### Zoning History

Case Number	Request
87SN0099 Approved (09/1987)	<ul style="list-style-type: none"><li>• Conditional Use Planned Development to permit office use and bulk exceptions</li><li>• Office use limited to existing structure for three years, expiring in 1990</li></ul>

### Proposal

Rezoning to Community Business (C-3) is proposed. The applicant intends to aggregate the subject parcel with the parcel adjacent to the south (5740 Beulah Road) which was rezoned in 2011 (Case 11SN0150) from Agricultural (A) to Community Business (C-3) with no planned development.

### Uses

The applicant's request would permit Community Business (C-3) uses, except those uses prohibited by Proffered Condition 7. Prohibited uses include:

- Recycling receiving centers;
- Outside storage;
- Taxidermy;
- Automobile uses: Automobile accessory store, rental, repair, sales, service stations (manned and unmanned), and automobile wash

These uses were removed to preclude more intense Community Business (C-3) uses and remove the scope of permitted auto-oriented uses on the request property. As proffered, the anticipated impact should be minimal

### Development Standards

The request property is located within an Emerging Growth Design District. The purpose of Emerging Growth Design Districts is to promote high quality, well-designed projects. Except as regulated by zoning conditions, developments on this site must conform to the development standards of the Zoning Ordinance which address access, parking, landscaping, pedestrian connectivity, architectural treatment, setbacks, signs, buffers, utilities, and screening of dumpsters.

Proffered Condition 6 would require development on this site to conform to the architectural design and building materials for existing structures located on the following Tax ID's: 774-656-2994 and 774-656-3178 (11211 & 11221 Iron Bridge Road). Attachment 2 highlights the location of these properties, which are buildings developed for and occupied by the El Patron Restaurant and O'Reilly Auto Store.

## **Comprehensive Plan**

The Plan suggests the property, as well as adjoining properties to the north, south, and east, as appropriate for Neighborhood Office (O-1) uses. Properties to the north and east are currently developed for office or single-family residential uses. The Plan designates these properties for Neighborhood Office and Suburban Residential II land uses.

The Plan uses the Neighborhood Office designation to provide transition between commercial community centers and residential uses. While, the applicant is requesting Community Business Use, the applicant prohibiting auto-oriented uses on the property should adequately provide a transition between the commercial properties to the south and the residential properties to the north. Staff is supportive of the request.

### **COUNTY TRANSPORTATION**

Staff Contact: Steve Adams (804-748-1037) adamst@chesterfield.gov

The Comprehensive Plan, which includes the *Thoroughfare Plan*, identifies county-wide transportation needs that are expected to mitigate traffic impacts of future growth. The applicant is requesting to rezone 1.5 acres from Agricultural (A) to Community Business (C-3). This request will not limit development to a specific land use; therefore, it is difficult to anticipate traffic generation. Based on shopping center trip rates, the development could generate approximately 1,600 average daily trips (ADT). Traffic generated by development of the property would be distributed along Ironbridge Road (Route 10), which had a 2018 VDOT traffic count of 32,000 vehicles per day (Level of Service "C").

In 2011, the Board approved a zoning request (Case 11SN0150) to Community Business (C-3) for 4.3 acres located south of the subject property, which is also owned by the applicant. The applicant has indicated that he plans to develop the subject property with the previously zoned property.

Section 19.1-231 of the County Code outlines the general requirements to meet the needs of the traffic generated by a proposed development, including acceptable levels of service. The applicant has offered:

#### **Dedication (Proffered Condition 2):**

- 100 feet of right-of-way along the east side of Route 10 (per the *Thoroughfare Plan*).

#### **Vehicular Access (Proffered Condition 3):**

- Limited to one (1) entrance/exit to Route 10.
- Access easement to adjacent properties to the north and south for shared access.

#### **Road Improvements (Proffered Condition 4):**

- Third (3<sup>rd</sup>) thru lane along the northbound lanes of Route 10 along the property's frontage.
- Right turn lane at the approved Route 10 access.
- Shared use path along the property's frontage to Route 10 (per the *Bikeways & Trails Plan*).

#### **Phasing Plan (Proffered Condition 5):**

- Phasing plan to be provided prior to site plan approval for road improvements noted above.

Staff supports the request.

### **FIRE AND EMERGENCY MEDICAL SERVICES**

Staff Contact: Anthony Batten (804-717-6167) battena@chesterfield.gov

When the property is developed, the number of hydrants, quantity of water needed for fire protection, and access requirements will be evaluated during the plans review process.

### **Nearby Fire and Emergency Medical Service (EMS) Facilities**

<b>Fire Station</b>	The Airport Fire Station, Company Number 15
<b>EMS Facility</b>	The Airport Fire Station, Company Number 15

### **VIRGINIA DEPARTMENT OF TRANSPORTATION**

Staff Contact: Willie Gordon (804-674-2907) willie.gordon@vdot.virginia.gov

The Applicant (Three Hoos, LLC) is proposing to rezone the property of 7337 Iron Bridge Rd from A to C-3 to allow commercial uses. All proposed commercial entrances will be subject to VDOT Access Management minimum spacing criteria and subject to minimum commercial entrance design standards. During the site plan review process, VDOT will require turn lane warrants for the proposed commercial entrances.

### **ENVIRONMENTAL ENGINEERING**

Staff Contact: Rebecca Ward (804-748-1028) wardr@chesterfield.gov

### **Geography**

The subject property drains to the east and southeast to an existing culvert under Beulah Road, then via tributaries to Kingsland Creek. The property is very flat and has the potential of containing a high percentage of wetlands. The entire property is located within the Kingsland Creek Watershed.

### **Environmental Features**

A Resource Protection Area (RPA) Designation must be submitted to and confirmed by the Department of Environmental Engineering – Water Quality Section prior to the submittal of any site plans. In addition, wetlands shall not be impacted without prior approval from the U.S. Army Corps of Engineers and/or the Virginia Department of Environmental Quality.

### **Drainage**

The subject property, along with additional area to the north, is in a large suppressed area that has no clear drainage outfall. The lowest point of relief is to the property to the south. At the time of site development, the developer will be required to provide an adequate outfall for the subject property, as well as the areas to the north that have no other natural outfall.

In addition, the pipe under Beulah Road appears to be inadequate, which will require on-site retention/detention to retain the runoff in that direction such that (1) the current culvert meets Virginia Department of Transportation (VDOT) criteria, (2) enlargement of the culvert to adequately handle the runoff to meet VDOT criteria, or (3) a combination of both. In any of these instances, offsite easements may be required.

## **Stormwater Management**

The development of the subject property will be subject to the Part IIB technical criteria of the Virginia Stormwater Management Program Regulations for water quality and quantity. As previously mentioned, offsite easements may be necessary to discharge stormwater to an adequate conveyance system.

### **UTILITIES**

Staff Contact: Randy Phelps (804-796-7126) [phelpsrc@chesterfield.gov](mailto:phelpsrc@chesterfield.gov)

<b>Existing Water and Wastewater Systems</b>			
<b>Utility Type</b>	<b>Currently Serviced</b>	<b>Size of Closest Existing Lines</b>	<b>Connection Required by County Code</b>
<b>Water</b>	No	16"	Yes
<b>Wastewater</b>	No	8"	Yes

The subject property is located within the mandatory water and wastewater connection areas for new non-residential structures. The applicant has proffered use of County water and wastewater to support this development (Proffer 1).

A 16" County water line is available at the intersection of Iron Bridge Road and Beulah Road to serve this development.

An 8" County wastewater line is available east of the subject property at the end of Yellowleaf Court, within the Summertree subdivision, and there are recorded easements to facilitate a wastewater line extension

All extensions of the County water and wastewater systems will be subject to formal review and approval of the Utilities Department. The Utilities Department supports this case.

### **SCHOOLS**

Staff Contact: Diane Faye Gapas (804-748-1028) [wardr@chesterfield.gov](mailto:wardr@chesterfield.gov)

This request will not impact these facilities.



## CASE HISTORY

Applicant Submittals	
<b>08/01/2019</b>	Application submitted
<b>09/23, 11/08/2019, 2/17, 04/01, and 05/19/2020</b>	Proffered conditions submitted

Community Meeting	
<b>11/25/2019</b>	<b>Issues Discussed:</b> <ul style="list-style-type: none"> <li>• History of Three Hoos, LLC and past commercial development ventures</li> <li>• Anticipated land uses on the subject property</li> <li>• Stormwater management on the property.</li> </ul>

Planning Commission	
<b>01/21/2020</b>	Action – DEFERRED TO MARCH 17, 2020 ON THE COMMISSION’S MOTION WITH THE APPLICANTS’ CONSENT.
<b>03/17/2020</b>	Action – MEETING CANCELLED DUE TO COVID-19, CASE RESCHEDULED TO THE APRIL 21, 2020 PLANNING COMMISSION MEETING.
<b>04/21/2020</b>	Action – DEFERRED TO MAY 19, 2020 ON THE COMMISSION’S MOTION WITH THE APPLICANTS’ CONSENT.
<b>05/19/2020</b>	Action – DEFERRED TO MAY 19, 2020 AT THE APPLICANT’S REQUEST WITH THE COMMISSION’S CONSENT.
<b>06/16/2020</b>	<b>Citizen Comments:</b> No citizens spoke to this request.  <b>Action – APPROVAL SUBJECT TO PROFFERED CONDITIONS IN ATTACHMENT 1.</b>  <b>Motion:</b> Sloan <b>Second:</b> Petroski <b>AYES:</b> Freye, Sloan, Hylton, Owens, Petroski
The Board of Supervisors on Wednesday, July 22, 2020, beginning at 6:00 p.m., will consider this request.	

**PROFFERED CONDITIONS**

May 19, 2020

Note: The following conditions are recommended by both the Planning Commission and Staff.

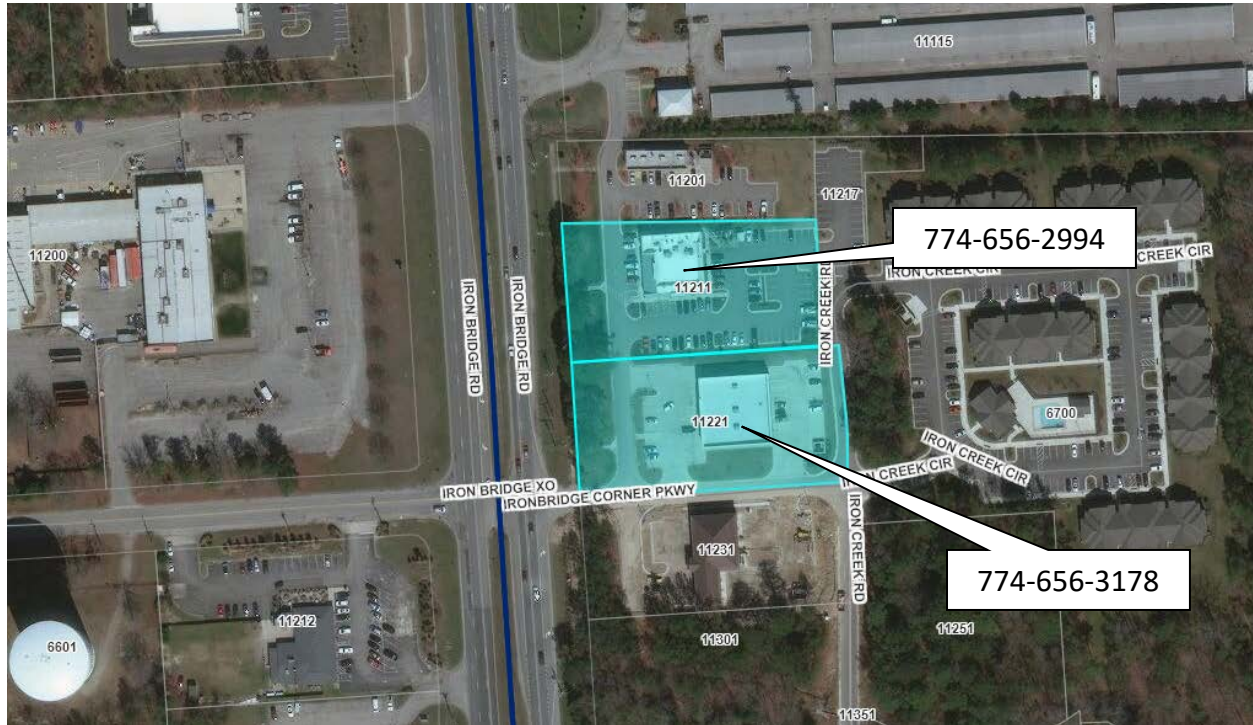
The Applicant in this case, pursuant to Section 15.2-2298 of the Code of Virginia (1950 as amended) and the Zoning Ordinance of Chesterfield County, for itself and its successors or assigns, proffer that the property under consideration in this case (“the Property”) will be used according to the following proffer(s) if, and only if, the request submitted herewith is granted with only those conditions agreed to by the Applicant. In the event this request is denied or approved with conditions not agreed to by the owners and Applicant, the proffer shall immediately be null and void and of no further force or effect.

1. Connection to County Water and Sewer. The applicant or developer shall connect the Property to County water and sewer at time of construction. (U)
2. Dedication. Prior to any site plan approval or within sixty (60) days of a written request by the Transportation Department, whichever occurs first, a one hundred (100) feet of right of way on the east side of Iron Bridge Road (Route 10), as measured from the centerline of that part of Route 10 immediately adjacent to the Property, shall be dedicated free and unrestricted to and for the benefit of Chesterfield County. (T)
3. Access.
  - a. Direct vehicular access from the property to Route 10 shall be limited to one (1) entrance/exit, if approved by the Virginia Department of Transportation (VDOT) (the “Approved Access”).
  - b. Prior to final site plan approval, access easements, acceptable to the Transportation Department, shall be recorded from the Route 10 access to serve the adjacent property to the north and south, or as otherwise determined by the Transportation Department at time of site plan review. (T)
4. Road Improvements. To provide an adequate roadway system the Developer shall be responsible for the following road improvements, which shall be completed as determined by the Transportation Department. The exact alignment, design, and length of these road improvements shall be approved by the Transportation Department.
  - a. Construction of an additional lane of pavement along the northbound lanes of Route 10 for the Property’s entire frontage along Route 10.
  - b. Construction of additional pavement along the northbound lanes of Route 10 at the Approved Access to provide a separate right turn lane;
  - c. Construction of a VDOT standard shared use path along the entire Property frontage along Route 10, unless otherwise modified by the Planning Department in furtherance of the County’s Bikeways and Trails Plan.
  - d. Dedication to Chesterfield County free and unrestricted of any additional right of way or easements required for the improvements identified above. (T)

5. Phasing Plan. Prior to any site plan approval, a phasing plan for the required road improvements, as identified in Proffered Condition 4, shall be submitted to and approved by the Transportation Department. (T)
6. Architectural Design and Materials. Any building constructed on the Property shall generally conform, with respect to both architectural design and building materials, to those buildings currently located on Chesterfield County Tax Map Parcels 774-656-2994 and 774-656-3178. (P)
7. Prohibited Uses. The following uses shall be prohibited on the Property:
  - a. Recycling receiving center, excluding recycling drop-off bins,
  - b. Taxidermy,
  - c. Storage, outside,
  - d. Automobile rental,
  - e. Automobile repair,
  - f. Automobile sales,
  - g. Automobile service station, whether self-service, manned, or unmanned,
  - h. Automobile accessory store, and
  - i. Automobile wash (P)

**MAP OF IDENTIFIED PARCELS - ARCHITECTURAL DESIGN AND MATERIALS**

Tax Map Parcels 774-656-2994 (El Patron Restaurant) & 774-656-3178 (O'Reilly Auto Store)





RECEIVED

SEP 04 2019

DIRECTOR PLANNING DEPT

**DISCLOSURE AFFIDAVIT**  
**LAND USE APPLICATION**

I, Kerry Brian Hutcherson, do hereby swear or affirm that to the best of my knowledge and belief, the following information is true:

1. I am the Agent for the land use amendment on the property identified as Parcel ID Number(s):

773-674-1483

and am requesting Rezoning

2. With the exception of governmental entities and public service companies owning recorded easements over the Subject Property which is the subject of the land use amendment application referred to in Paragraph 1, the following is a list of the names and addresses of all persons owning any legal or equitable interest in the Subject Property as a title owner, lessee, easement owner, contract purchaser, assignee, optionee, licensee or noteholder, including trustees, beneficiaries of trusts, general partners, limited partners and all other natural or artificial persons:

<u>NAME</u>	<u>ADDRESS</u>	<u>TYPE OF OWNERSHIP</u>
Three Hoos, LLC	3413 Hanover Avenue, Richmond, VA, 23221	Contract Purchaser
Paul S. Bliley, Jr., Trustee pursuant to DOT benefitting Citizens Bank and Trust, recorded in DB 282	126 South Main Street, P.O. Box 386, Blackstone, VA 23824	Trustee
J.A. Wilson, Jr., Trustee pursuant to DOT benefitting Citizens Bank and Trust, recorded in DB 2821,	126 South Main Street, P.O. Box 386, Blackstone, VA 23824	Trustee
SAL HOLDINGS LLC	21425 Hull Street Road, Moseley, VA 23120	Title Owner

3. I hereby certify that the following corporations disclosed in Paragraph 2 are regularly traded on a stock exchange or in the over the counter market or have more than 100 shareholders:

4. I hereby certify that after the exercise of due diligence, I have been unable to learn the identities of the owners of the following corporations, partnerships, joint ventures, trusts or other artificial persons disclosed in Paragraph 2:

5. The following is a list of the names and addresses of all natural or artificial persons owning an interest in any corporation, partnership, joint venture, trust or other artificial person disclosed in Paragraph 2 (other than those listed in Paragraph 3 or Paragraph 4) which has a total of ten or fewer shareholders, partners, beneficiaries or owners:

<u>NAME</u>	<u>ADDRESS</u>	<u>NAME OF ARTIFICIAL PERSON</u>
-------------	----------------	----------------------------------

Bruce Milam	3413 Hanover Avenue, Richmond, VA, 23221	Three Hoos, LLC
Stevens N. Gentil	314 Sandalwood Drive, Henrico, VA 23229	Three Hoos, LLC
C. Lee Hilbert	8914 Brieryle Road, Richmond, VA 23229	Three Hoos, LLC
Ludson W. Hudgins	PO Box One Moseley, VA 23120	SAL HOLDINGS LLC
Sarah Nicholls	6691 Cool Springs Road Thompson's Station, TN 37179	SAL HOLDINGS LLC
Anna C. Perrey	Cash Court TN 3 Thompson Station, TN 37179	SAL HOLDINGS LLC

6. The following is a list of the names and addresses of all natural or artificial person owning 10% or more of any class of stock issued by a corporation or an interest of 10% or more in any partnership, joint venture, trust or other artificial person disclosed in Paragraph 2 (other than those listed in Paragraph 3 or 4):

<u>NAME</u>	<u>ADDRESS</u>	<u>NAME OF CORPORATION</u>
Bruce Milam	3413 Hanover Avenue, Richmond, VA, 23221	Three Hoos, LLC
C. Lee Hilbert	8914 Brieryle Road, Richmond, VA 23229	Three Hoos, LLC
Stevens N. Gentil	314 Sandalwood Drive, Henrico, VA 23229	Three Hoos, LLC
Ludson W. Hudgins	PO Box One Moseley, VA 23120	SAL HOLDINGS LLC
Sarah Nicholls	6691 Cool Springs Road Thompson's Station, TN 37179	SAL HOLDINGS LLC
Anna C. Perrey	Cash Court TN 3 Thompson Station, TN 37179	SAL HOLDINGS LLC

7. If any of the persons disclosed in Paragraphs 5 or 6 above is a corporation, partnership, joint venture, trust or other artificial person, the following is a list of all members of the Board of Supervisors of Chesterfield County, the Chesterfield County Planning Commission or their immediate households owning any interest in the Subject Property as a title owner, easement owner, contract purchaser, lessee, assignee, optionee or licensee, either individually or by ownership of an interest in a corporation, trust, partnership, joint venture or other artificial person owning any such interest:

<u>CORPORATION/ ARTIFICIAL PERSON</u>	<u>NAME OF HOUSEHOLD MEMBER</u>	<u>NAME OF SUPERVISOR OR COMMISSIONER</u>	<u>DESCRIPTION OF OWNERSHIP INTEREST</u>
-------------------------------------------	-------------------------------------	-----------------------------------------------	----------------------------------------------

8. If any of the persons disclosed in Paragraphs 5 or 6 above is a corporation, partnership, joint venture, trust or other artificial person, I hereby certify that no member of the Board of Supervisors of Chesterfield County, the Chesterfield County Planning Commission or their immediate households, other than those Supervisors, Commissioners or household members named in Paragraph 7 above, owns any interest in the Subject Property as a title owner, easement owner, contract purchaser, lessee, assignee, optionee or licensee, either individually or by ownership of an interest in a corporation, trust, partnership, joint venture or other artificial person owning any such interest.

9. Prior to every public hearing in connection with the land use amendment application referred to in Paragraph 1 above, I will file a revised Zoning Disclosure Affidavit if there has been any change in the information set forth above.



WITNESS the following signature

Signature: [Handwritten Signature]  
Kerry Brian Hutcherson

STATE OF Virginia

COUNTY/CITY OF Chesterfield to-wit:

This day 8/20/19 personally appeared before

me, Jennifer Brame, a Notary Public in and for the County and State

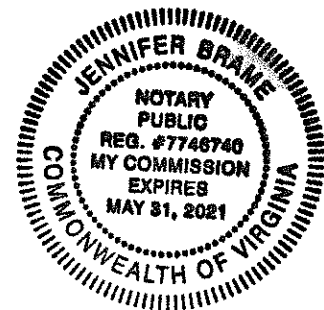
aforesaid, and swore or affirmed that the matters stated in the foregoing Zoning Opinion Disclosure Affidavit are true to the best of his/her knowledge and belief.

Given under my hand this 20 day of August, 20 19.

Jennifer Brame  
Notary Public

Registration No. 7746740

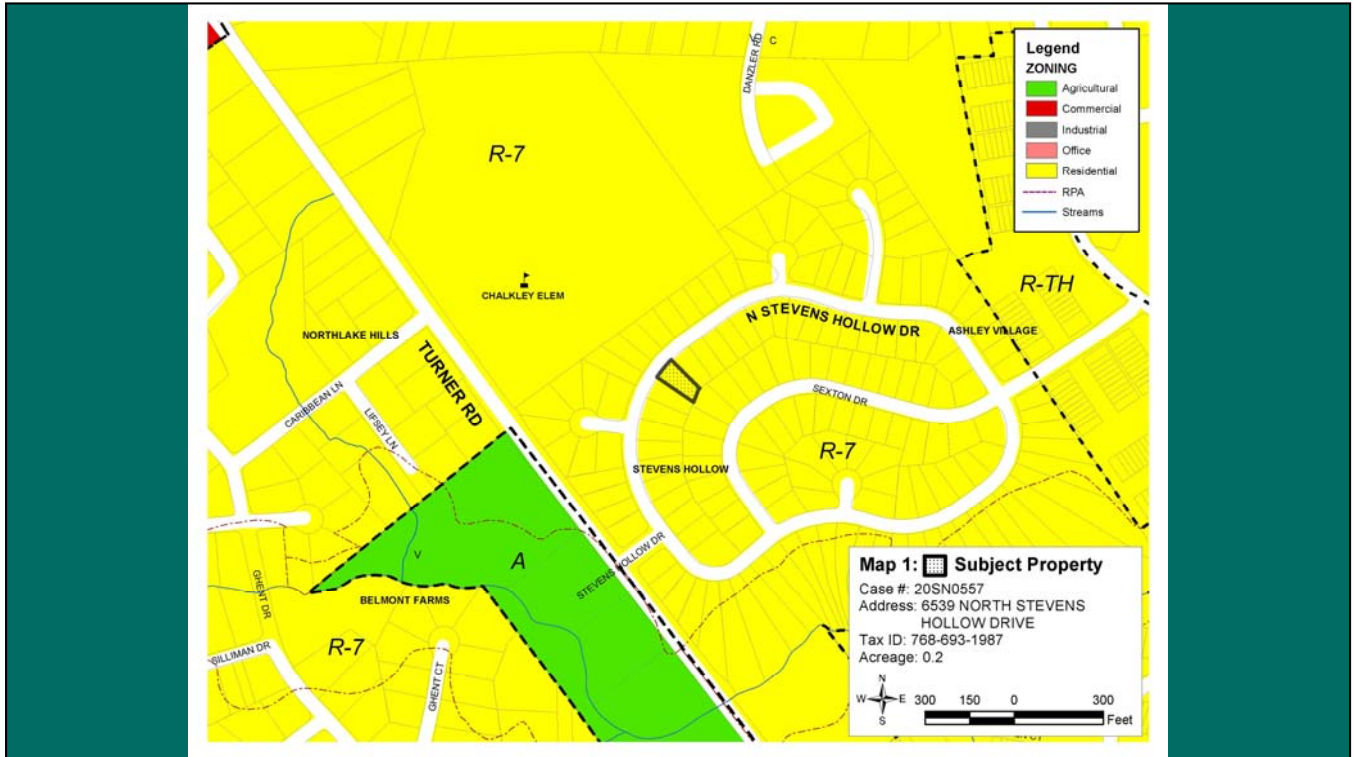
My Commision expires: 05/31/2021



20SN0557  
Midlothian  
Debra Wright

Conditional use to permit a group care  
facility in a Residential (R-7) District.

**Good evening Madam Chair, members of the Board, Dr. Casey. Case 20SN0557 in the Midlothian district is a rezoning case by Debra Wright. This case seeks a Conditional Use to permit a group care facility in a Residential (R-7) District.**



The subject property consists of 0.2-acre and is located at 6539 North Stevens Hollow Drive. The property is surrounded by single-family homes, all within the Stevens Hollow subdivision.



**The applicant plans to operate a group care facility within the existing 1,560 square-foot, three-bedroom home.**

**Care would be provided for a maximum of four (4) adolescent/young women ages 13 – 17 who are currently in the foster care system and are referred by the Virginia Department of Social Services.**

**Residents would attend nearby public schools and would participate in service learning opportunities in the community.**

**The applicant has indicated that four (4) full-time employees who provide twenty-four (24) hour care and supervision, with a maximum of four (4) staff being permitted on-site at any given time. Staff would work in shifts, and only the applicant, Debra Wright, would live on the property. Staff would park in the driveway or on the street.**

**While the Ordinance definition of a Group Care Facility shares some similarities with a Residential Care Home, this use requires the approval of conditional use whereas a Residential Care Home would be permitted in an R- District by-right. The definition of Group Care Facility includes children separated from their parents while a**

**Residential Care Home does not.**

## Recommend Approval

- As conditioned, use would be compatible with surrounding residential development
- Residential character will be maintained

**Staff recommends approval of the request as:**

**Conditions address non-transferrable ownership, prohibitions on expansion of the building and signage, and a time limitation of two (2) years.**

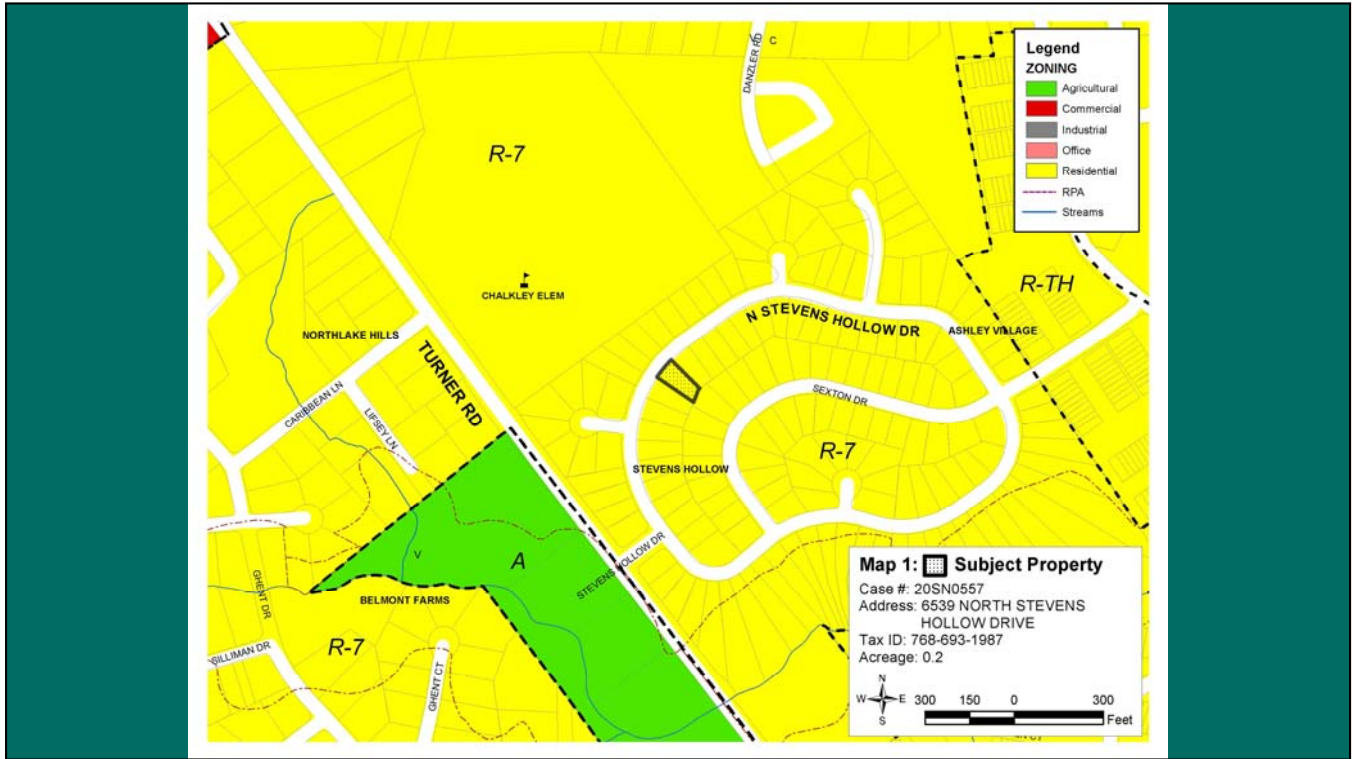
**Throughout the last few months the applicant has been willing to work with staff to:**

- The applicant has also committed to not have staff meetings on-site,
- The applicant has accepted remaining on the site as a full-time resident
- And, the applicant has limited the age range of residents to 13 – 17 years.



**These changes have been incorporated into the conditions to ensure the use will be compatible with the surrounding neighborhood and maintain residential character. Staff believes the impact of this use on the neighborhood will be minimal.**

**At the June 16, 2020 Planning Commission hearing, the Commission unanimously recommended approval.**



I'll be happy to answer any questions you may have. Thank you.

**CASE NUMBER: 20SN0557**

**APPLICANT: Debra Wright**



**CHESTERFIELD COUNTY, VIRGINIA  
MIDLOTHIAN DISTRICT**

**STAFF'S ANALYSIS  
AND RECOMMENDATION**

**Board of Supervisors (BOS) Hearing:**

JULY 22, 2020

**BOS Time Remaining:**

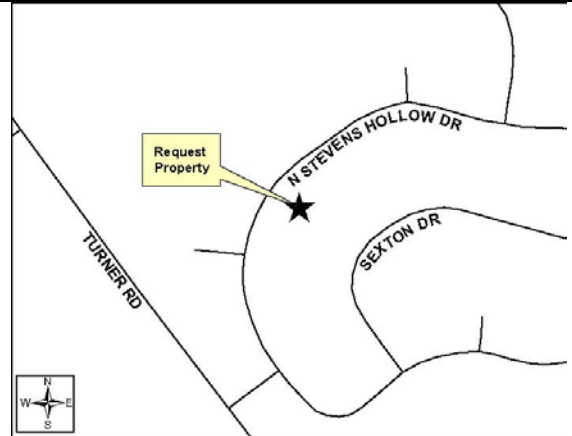
365 DAYS

**Applicant's Agent:**

DEBRA WRIGHT (804-874-4066)

**Planning Department Case Manager:**

TYLER WALTER (804-318-8893)



0.2 Acre – 6539 North Stevens Hollow Dr.

**REQUEST**

Conditional use to permit a group care facility in a Residential (R-7) District.

**Notes:**

- A. Conditions may be imposed or the property owner may proffer conditions
- B. Conditions are located in Attachment 1.

**SUMMARY**

A group care facility to permit the full-time care for a maximum of four (4) adolescent/young women (ages 13 – 17) is planned.

**RECOMMENDATION**

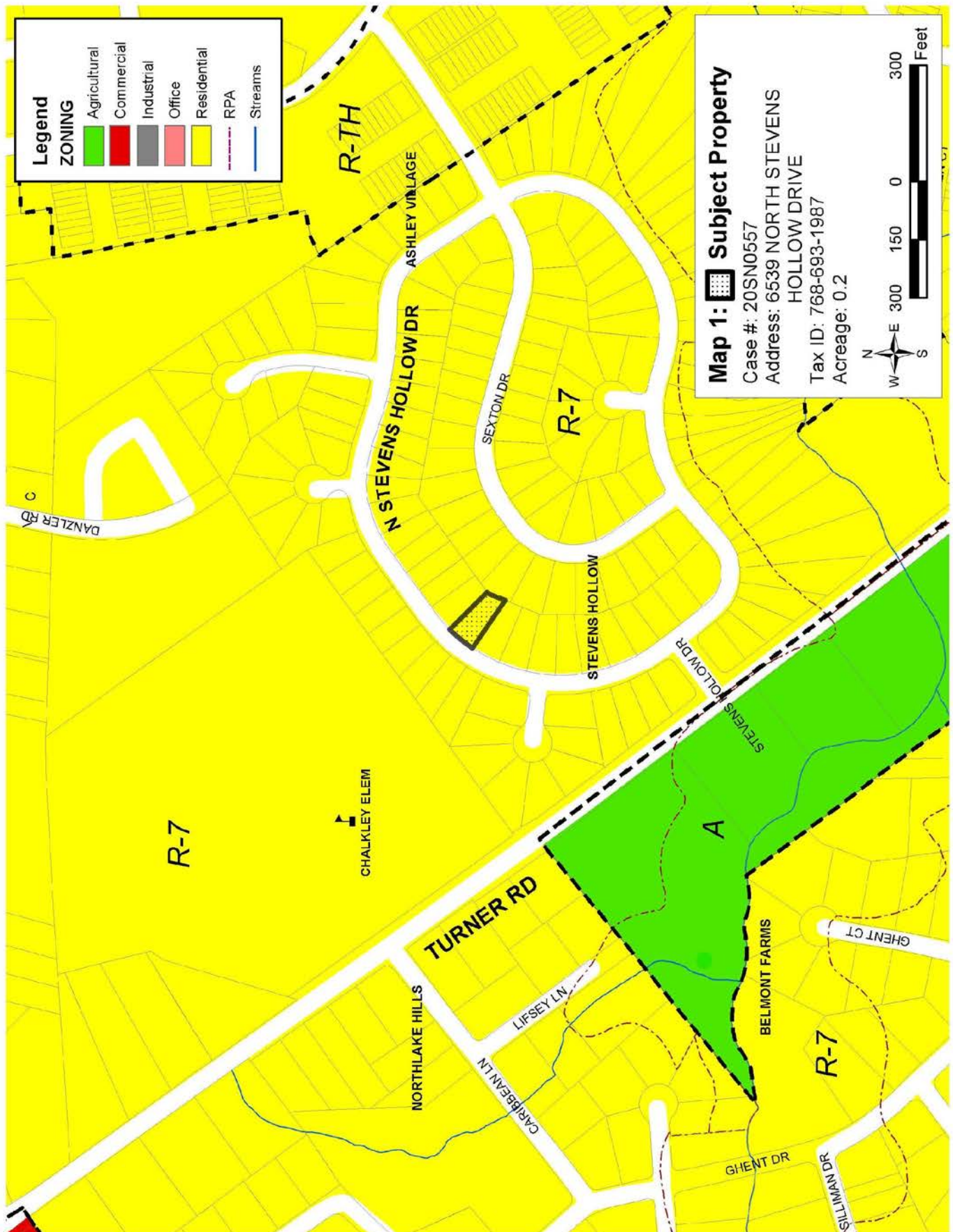
PLANNING  
COMMISSION

**APPROVAL**

STAFF

**APPROVAL**

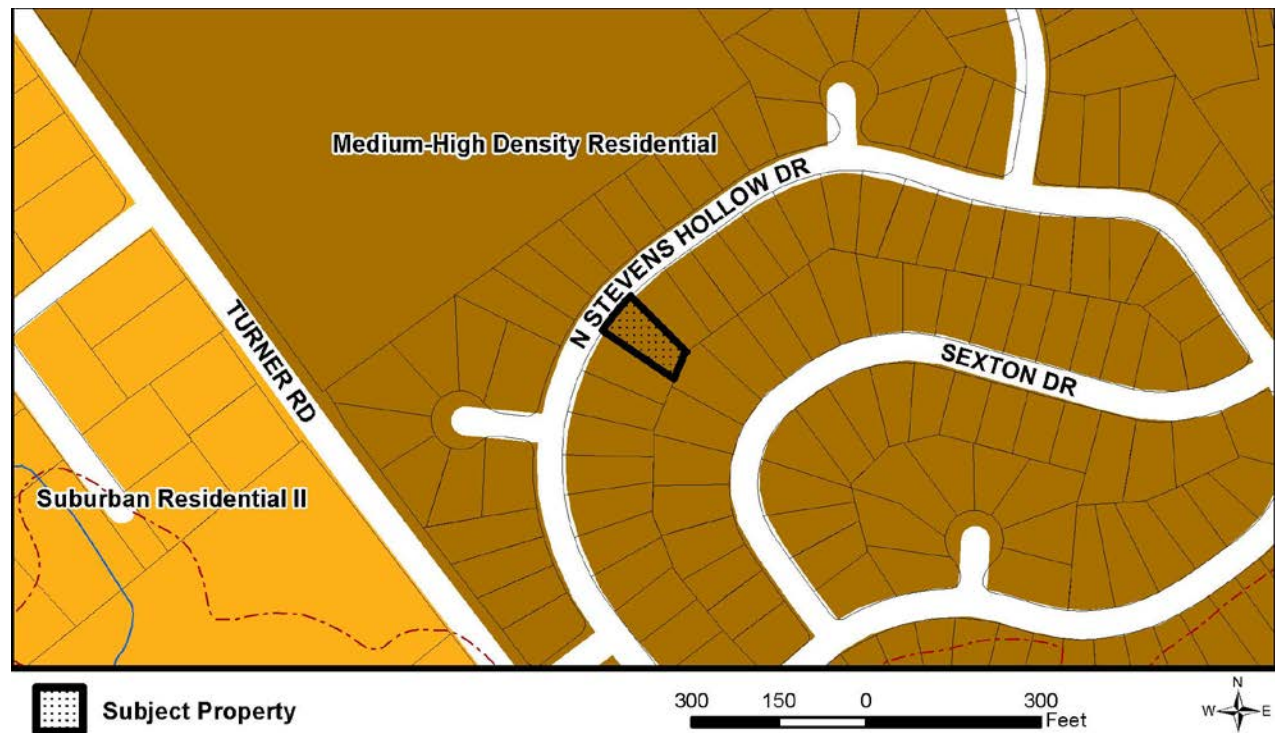
- As conditioned, the use would be compatible with the surrounding residential development
- Residential character of the area will be maintained



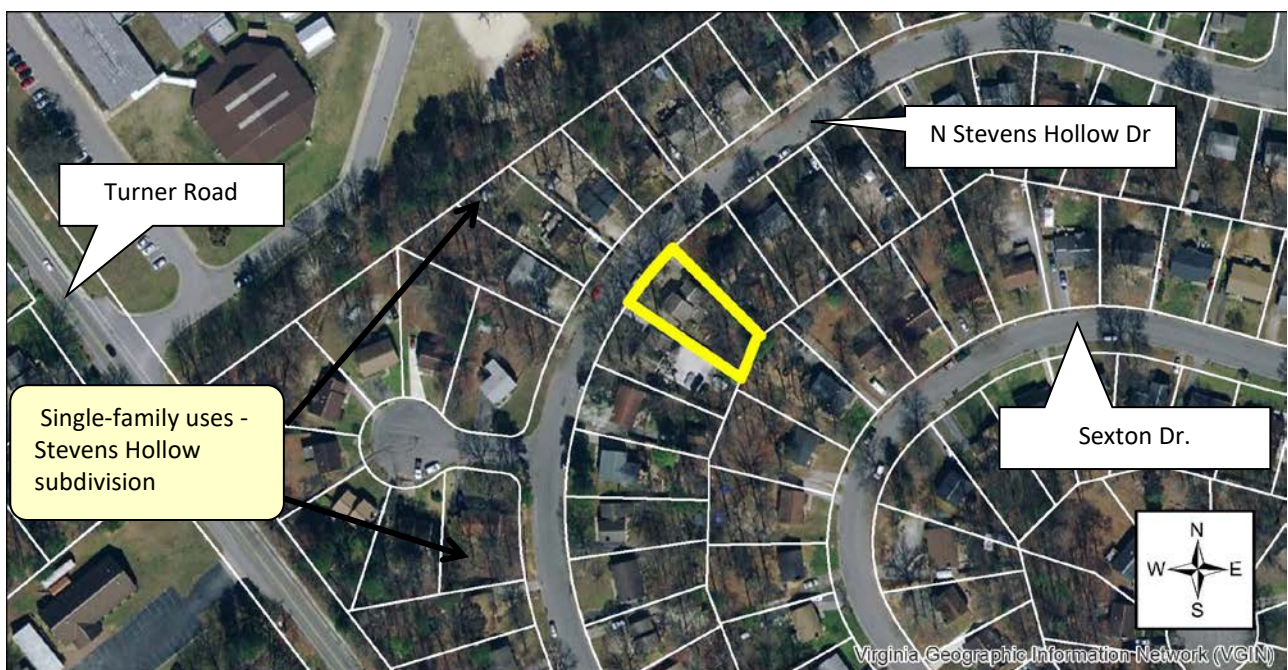


**Comprehensive Plan**  
**Classification: MEDIUM-HIGH DENSITY RESIDENTIAL**

The designation suggests the property is appropriate for various residential types including, but not limited to, single-family, two-family, zero lot line, townhouse, condominium, and multifamily dwellings.



**Surrounding Land Uses and Development**



## PLANNING

Staff Contact: Tyler Walter (804-318-8893) waltert@chesterfield.gov

### **Proposal**

A group care facility with a maximum of four (4) adolescent to young women who receive full-time care is proposed within the existing 1,560 square-foot, three-bedroom single-family dwelling. The applicant has indicated that four (4) full-time employees who provide twenty-four (24) hour care and supervision, will work on the property, although all four will not be on the premises at any one time. The applicant will reside on the property on a full-time basis.

### **Group Care Facility**

The Zoning Ordinance defines a “group care facility” as:

*Adult or child caring institution or facility, other than a residential care home, halfway house or hospital, designed to provide resident services to individuals requiring rehabilitation or personal services because they are physically handicapped, mentally ill, mentally retarded, developmentally disabled, aged, infirm, chronically ill, incurably afflicted, children in need of services, or children separated from their parents or guardian.*

Group Care Facilities are first permitted by-right in the Neighborhood Office (O-1) Districts and require conditional use approval in Residential (R) Districts.

### **Examination of Use**

According to the applicant, the program would accept and care for adolescent females between the ages of 13-17 years old who have been referred by the Virginia Department of Social Services due to neglect and/or abuse. The applicant plans to renew her license from the Virginia Department of Social Services for the provision of care for a maximum of four (4) adolescent/young women while preparing the individuals for transition into an appropriate home or adulthood. Twenty-four (24) hour care will be provided by both part and full-time employees. Additionally, the applicant intends to live on the property on a full-time basis while the group care facility is in operation. The applicant has indicated that the adolescents accepted into this program attend public schools and participate in service learning opportunities. As conditioned, the intensity of this use is anticipated to be in character with the residential neighborhood.

The following provides an overview of the conditions offered by the applicant to mitigate the impact of the use on area properties:



General Overview	
Requirements	Details
Non-Transferable	Use limited to applicant only <i>Condition 1</i>
Number/Age of Residents	Maximum of four (4), ages 13 - 17 <i>Condition 2</i>
Occupancy	The applicant is to live full-time on the premises while the group facility is in operation. <i>Condition 3</i>
Limitation on Size	No exterior additions or alterations to existing structure <i>Condition 4</i>
Signage	None permitted <i>Condition 5</i>
Time Limitation	Two (2) years <i>Condition 6</i>
Employees	Maximum of four (4) employees on premises at any one time. <i>Condition 7</i>

<p align="center"><b>FIRE AND EMERGENCY MEDICAL SERVICES</b></p> <p align="center">Staff Contact: Anthony Batten (717-6167) battena@chesterfield.gov</p>
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This request will have minimal impact on Fire and EMS.

Nearby Fire and Emergency Medical Service (EMS) Facilities	
<b>Fire Station</b>	The Manchester Fire Station, Company Number 2
<b>EMS Facility</b>	The Manchester Fire Station, Company Number 2

<p align="center"><b>UTILITIES</b></p> <p align="center">Staff Contact: Randy Phelps (796-7126) phelpsc@chesterfield.gov</p>
------------------------------------------------------------------------------------------------------------------------------

This request will have minimal impact on Fire and EMS.

Existing Water and Wastewater Systems			
Utility Type	Currently Serviced	Size of Closest Existing Lines	Connection Required by County Code
Water	Yes	8"	Yes
Wastewater	Yes	8"	Yes

### Additional Utility Comments:

The subject property is located within the mandatory water and wastewater connection area for new residential development. The existing residential structure on the property is connected to the County water and wastewater systems.

The request to operate a family day home will not impact the Utilities Department.

The Utilities Department supports this case.

**COUNTY TRANSPORTATION**

Staff Contact: Steve Adams (804) 748-1037 adamsSt@chesterfield.gov

**VIRGINIA DEPARTMENT OF TRANSPORTATION**

Staff Contact: Jonathan Phillippe (804-674-2560) jonathan.phillippe@vdot.virginia.gov

**UTILITIES**

Staff Contact: Randy Phelps (804-796-7126)

**ENVIRONMENTAL ENGINEERING**

Staff Contact: Rebecca Ward (804-748-1028) WardR@chesterfield.gov

This request will not impact these facilities.

## CASE HISTORY

### Applicant Submittals

<b>9/17/2019</b>	Application submitted
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### Community Meeting

<b>2/27/2020</b>	<p><b>Issues Discussed:</b></p> <ul style="list-style-type: none"> <li>Age group and number of children in the group care home</li> <li>How long the applicant has been involved in the foster care system</li> <li>Number of employees to assist applicant with group care home</li> <li>Types of women the applicant intends to bring into her group care home</li> <li>How the foster care system operates</li> <li>Concerns about neighborhood safety due to the types of youth being brought into a foster care home</li> <li>Concerns over property values as a result of a single-family home being used as a group care home</li> </ul>
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### Planning Commission

<b>03/17/2020</b>	<b>Action – MEETING CANCELLED DUE TO COVID-19, CASE RESCHEDULED TO THE APRIL 21, 2020 PLANNING COMMISSION MEETING.</b>
<b>04/21/2020</b>	<b>Action – DEFERRED TO JUNE 16, 2020 ON THE COMMISSION’S MOTION WITH THE APPLICANTS’ CONSENT.</b>
<b>06/16/2020</b>	<p><b>Citizen Comments:</b> No citizens spoke on the request.</p> <p><b>Commission Discussion:</b> Mr. Petroski noted that a community meeting was held in February where there was a mix of support and opposition, but overall, a constructive conversation among members of the community. He stated that given the applicant’s ability to answer questions thoroughly from the community, that he felt comfortable with approving the request.</p> <p>Ms. Freye suggested the time limit be increased from one (1) to two (2) years, in consideration of the period of time of obtaining a license from the Department of Social Services (DSS).</p> <p>Mr. Petroski supported the increased time limit.</p> <p><b>Recommendation – APPROVAL SUBJECT TO THE CONDITIONS IN ATTACHMENT 1 with amendment to Condition 6 to increase the time limit to two years.</b></p> <p><b>Motion:</b> Petroski <b>Second:</b> Hylton <b>AYES:</b> Freye, Sloan, Hylton, Owens, and Petroski</p>
<b>The Board of Supervisors on Wednesday, July 22, 2020, beginning at 6:00 p.m., will consider this request.</b>	

**CONDITIONS**

Note: The following conditions are recommended by both the Planning Commission and Staff.

1. Non-Transferable Ownership: This conditional use approval shall be granted to and for Debra Wright, exclusively, and shall not be transferable nor run with the land. (P)
2. Group Care Facility Residents: This conditional use approval shall be limited to providing group care services to a maximum of four (4) adolescent youth/young women, ages 13 – 17, who reside on the premises. (P)
3. Occupancy: The applicant, Debra Wright, must occupy the property as her full-time residence while the group care facility is in operation. (P)
4. Expansion of Use: There shall be no exterior additions or alterations to the existing structure to accommodate this use, except alterations to meet Americans with Disabilities Act (ADA), building code requirements, or regulatory requirements pertaining to the operation of a group care facility and the four (4) residents receiving group care in the dwelling. (P)
5. Signage: There shall be no signs permitted to identify this use. (P)
6. Time Limitation: This conditional use approval shall be granted for a period not to exceed two (2) years from the date of approval. (P)
7. Employees: No more than four (4) employees shall be permitted to work on the premises at any given time. Except for on-site training required by the Virginia Department of Social Services, staff meetings shall not take place on the premises. (P)

ZONING OPINION NUMBER: 19ZO0535



**DISCLOSURE AFFIDAVIT**  
**LAND USE APPLICATION**

**RECEIVED**

**OCT 28 2019**

**DIRECTOR PLANNING DEPT**

I, Debra Wright, do hereby swear or affirm that to the best of my knowledge and belief, the following information is true:

1. I am the Applicant for the land use amendment on the property identified as Parcel ID Number(s):

768-693-1987

and am requesting Conditional Use

2. With the exception of governmental entities and public service companies owning recorded easements over the Subject Property which is the subject of the land use amendment application referred to in Paragraph 1, the following is a list of the names and addresses of all persons owning any legal or equitable interest in the Subject Property as a title owner, lessee, easement owner, contract purchaser, assignee, optionee, licensee or noteholder, including trustees, beneficiaries of trusts, general partners, limited partners and all other natural or artificial persons:

<u>NAME</u>	<u>ADDRESS</u>	<u>TYPE OF OWNERSHIP</u>
Debra Wright	6539 N. Stevens Hollow Dr, Chesterfield, VA, 23832	Title Owner

3. I hereby certify that the following corporations disclosed in Paragraph 2 are regularly traded on a stock exchange or in the over the counter market or have more than 100 shareholders:

4. I hereby certify that after the exercise of due diligence, I have been unable to learn the identities of the owners of the following corporations, partnerships, joint ventures, trusts or other artificial persons disclosed in Paragraph 2:

5. The following is a list of the names and addresses of all natural or artificial persons owning an interest in any corporation, partnership, joint venture, trust or other artificial person disclosed in Paragraph 2 (other than those listed in Paragraph 3 or Paragraph 4) which has a total of ten or fewer shareholders, partners, beneficiaries or owners:

<u>NAME</u>	<u>ADDRESS</u>	<u>NAME OF ARTIFICIAL PERSON</u>
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6. The following is a list of the names and addresses of all natural or artificial person owning 10% or more of any class of stock issued by a corporation or an interest of 10% or more in any partnership, joint venture, trust or other artificial person disclosed in Paragraph 2 (other than those listed in Paragraph 3 or 4):

<u>NAME</u>	<u>ADDRESS</u>	<u>NAME OF CORPORATION</u>
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7. If any of the persons disclosed in Paragraphs 5 or 6 above is a corporation, partnership, joint venture, trust or other artificial person, the following is a list of all members of the Board of Supervisors of Chesterfield County, the Chesterfield County Planning Commission or their immediate households owning any interest in the Subject Property as a title owner, easement owner, contract purchaser, lessee, assignee, optionee or licensee, either individually or by ownership of an interest in a corporation, trust, partnership, joint venture or other artificial person owning any such interest:

<u>CORPORATION/ ARTIFICIAL PERSON</u>	<u>NAME OF HOUSEHOLD MEMBER</u>	<u>NAME OF SUPERVISOR OR COMMISSIONER</u>	<u>DESCRIPTION OF OWNERSHIP INTEREST</u>
-------------------------------------------	-------------------------------------	-----------------------------------------------	----------------------------------------------

8. If any of the persons disclosed in Paragraphs 5 or 6 above is a corporation, partnership, joint venture, trust or other artificial person, I hereby certify that no member of the Board of Supervisors of Chesterfield County, the Chesterfield County Planning Commission or their immediate households, other than those Supervisors, Commissioners or household members named in Paragraph 7 above, owns any interest in the Subject Property as a title owner, easement owner, contract purchaser, lessee, assignee, optionee or licensee, either individually or by ownership of an interest in a corporation, trust, partnership, joint venture or other artificial person owning any such interest.

9. Prior to every public hearing in connection with the land use amendment application referred to in Paragraph 1 above, I will file a revised Zoning Disclosure Affidavit if there has been any change in the information set forth above.



WITNESS the following signature

Signature: \_\_\_\_\_

Debra Wright

STATE OF \_\_\_\_\_

COUNTY/CITY OF \_\_\_\_\_

to-wit:

This day \_\_\_\_\_

personally appeared before

me, \_\_\_\_\_

a Notary Public in and for the County and State

aforsaid, and swore or affirmed that the matters stated in the foregoing Zoning Opinion Disclosure Affidavit are true to the best of his/her knowledge and belief.

Given under my hand this \_\_\_\_\_

28th

day of \_\_\_\_\_

October

,20 19.

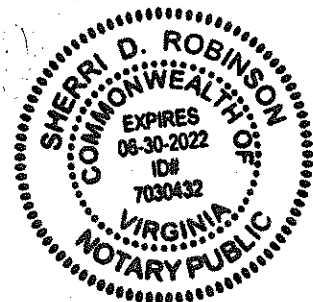
Registration No. \_\_\_\_\_

06-30-2022 (7030432)

Notary Public

My Commision expires: \_\_\_\_\_

6-30-2022





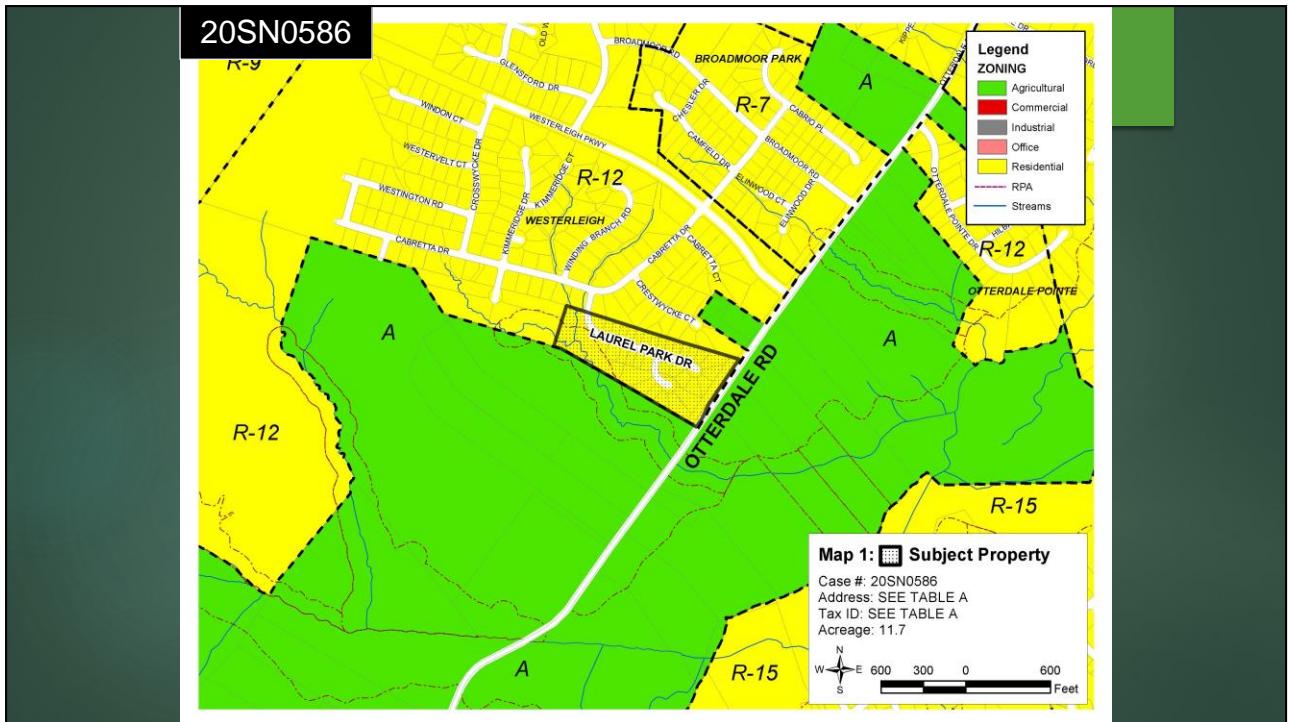
## 20SN0586 Matoaca Westerleigh FC LLC

Amend 06SN0325 to delete Textual Statement  
Condition 2.a.7 and replace with a new condition

20SN0586

### 20SN0586

This is case 20SN0586 in the Matoaca District. Westerleigh FC LLC requests to amend prior case 06SN0325 to delete Textual Statement Condition 2.a.7 relating to architectural design standards in the Villas at Westerleigh section and to replace prior condition 2.a.7 with a new condition allowing front-loaded garages to be four feet (4') closer to the street than the main dwelling or porch, with as many as ten percent (10%) of the total thirty-two (32) lots to have front-loaded garages that are between four feet (4') and ten feet (10') closer to the streets than the main dwelling or porch.



20SN0586

The subject properties are located along Otterdale Road, Laurel Park Drive and Laurel Park Court. The properties are the entirety of the Villas at Westerleigh subdivision, which is under development as a small section of the Westerleigh development.

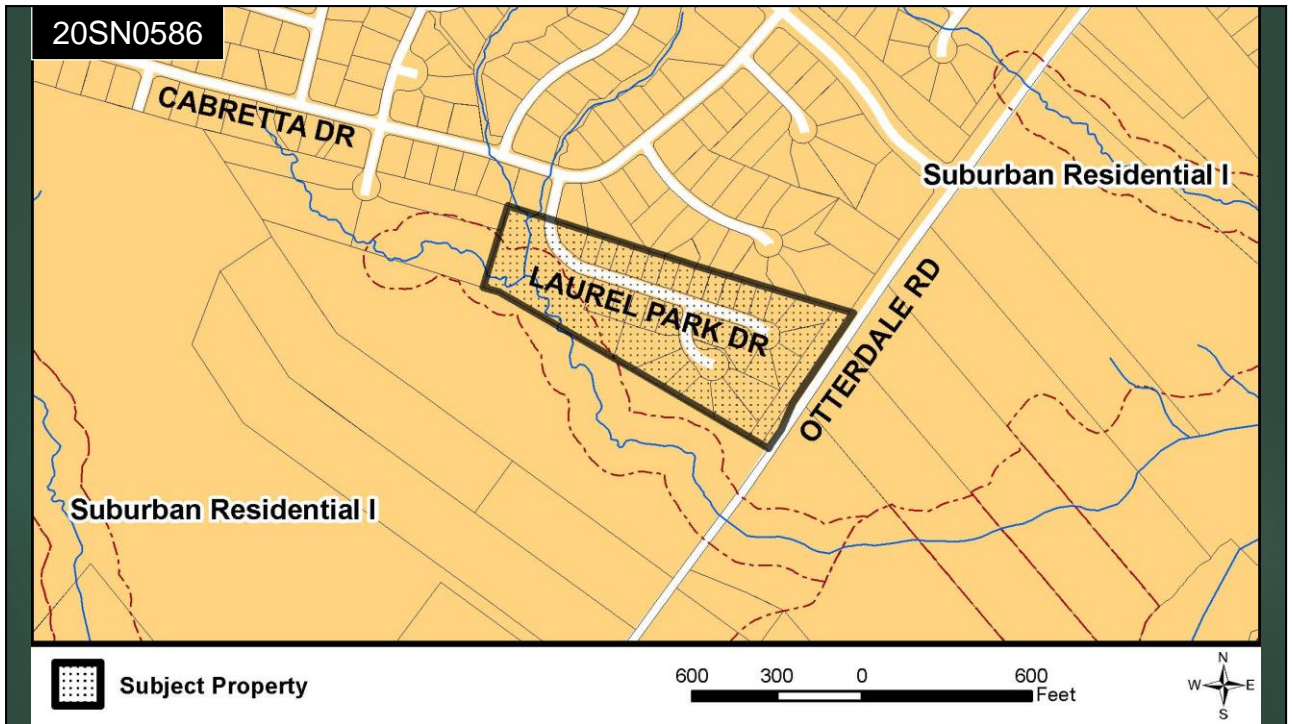


TABLE A	
REQUEST PROPERTIES	
Tax Identification Number	Address
708-680-1076	16843 LAUREL PARK DR
708-680-1991	16842 LAUREL PARK DR
708-680-2688	16836 LAUREL PARK DR
708-680-3070	16825 LAUREL PARK DR
708-680-3286	16830 LAUREL PARK DR
708-680-3768	16819 LAUREL PARK DR
708-680-3784	16824 LAUREL PARK DR
708-680-4266	16813 LAUREL PARK DR
708-680-4283	16818 LAUREL PARK DR
708-680-4553	5106 LAUREL PARK CT
708-680-4864	16807 LAUREL PARK DR
708-680-4881	16812 LAUREL PARK DR
708-680-5246	5112 LAUREL PARK CT
708-680-5379	16804 LAUREL PARK DR
708-680-5442	16801 LAUREL PARK DR
708-680-5841	5118 LAUREL PARK CT
708-680-5977	16800 LAUREL PARK DR
708-680-6476	16742 LAUREL PARK DR
708-680-6536	5124 LAUREL PARK CT
708-680-6653	5119 LAUREL PARK CT
708-680-6659	16731 LAUREL PARK DR
708-680-7074	16736 LAUREL PARK DR
708-680-7458	16725 LAUREL PARK DR
708-680-7572	16730 LAUREL PARK DR
708-680-7631	5130 LAUREL PARK CT
708-680-7951	16713 LAUREL PARK DR
708-680-8171	16724 LAUREL PARK DR
708-680-8337	5136 LAUREL PARK CT
708-680-8669	16718 LAUREL PARK DR
708-680-8745	16707 LAUREL PARK DR
708-680-9267	16712 LAUREL PARK DR
708-680-9447	16701 LAUREL PARK DR
708-680-9943	5137 LAUREL PARK CT
709-680-0056	16700 LAUREL PARK DR
709-680-0164	16706 LAUREL PARK DR

20SN0586

20SN0586

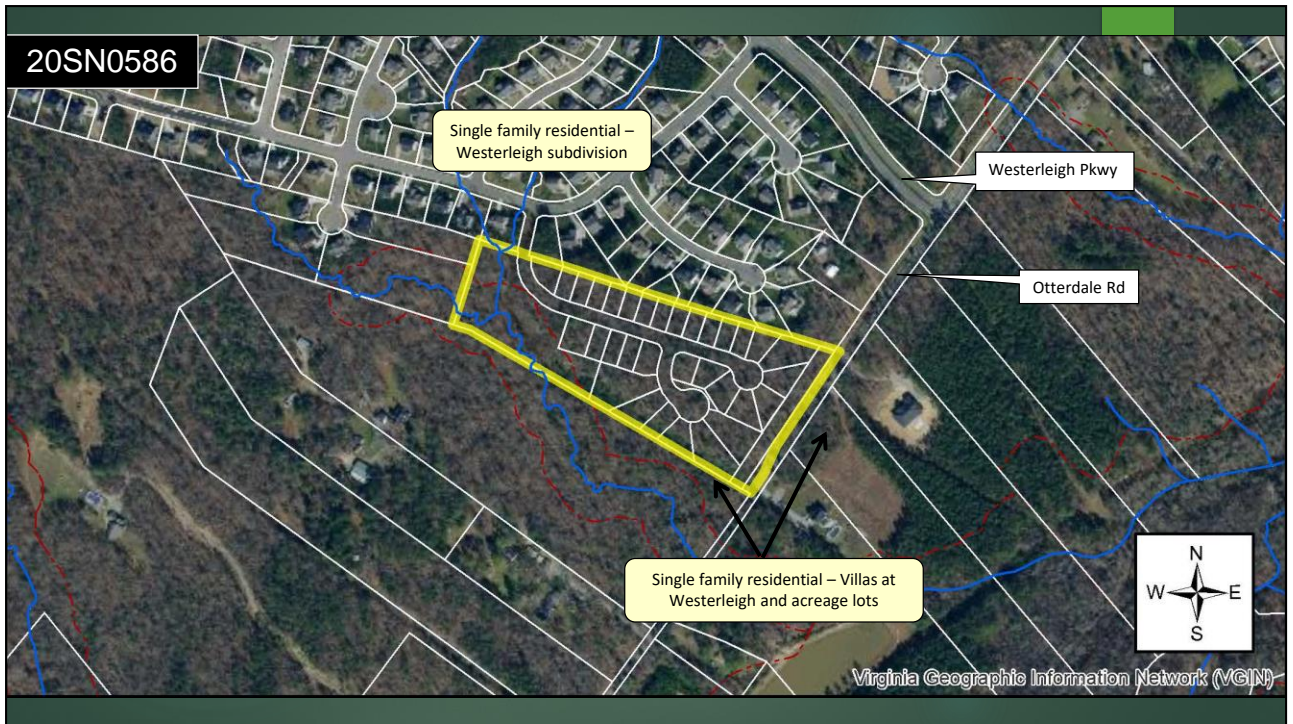
The request is for the thirty-five (35) tax parcels listed in Table A.



20SN0586

The Comprehensive Plan designates the properties for Suburban Residential I, with single-family residential density of not more than 2 units per acre.





20SN0586

Properties in the area are used for developed residential subdivisions and acreage lots.



# Recommend Approval



- Amendment of the condition relative to projecting garages would be limited to the cluster development section of Westerleigh where lot sizes and configurations vary
- The requested amended condition together with other conditions of 06SN0325 require variation of building elevations, with an overall effect of accommodating a limited number of projecting garages

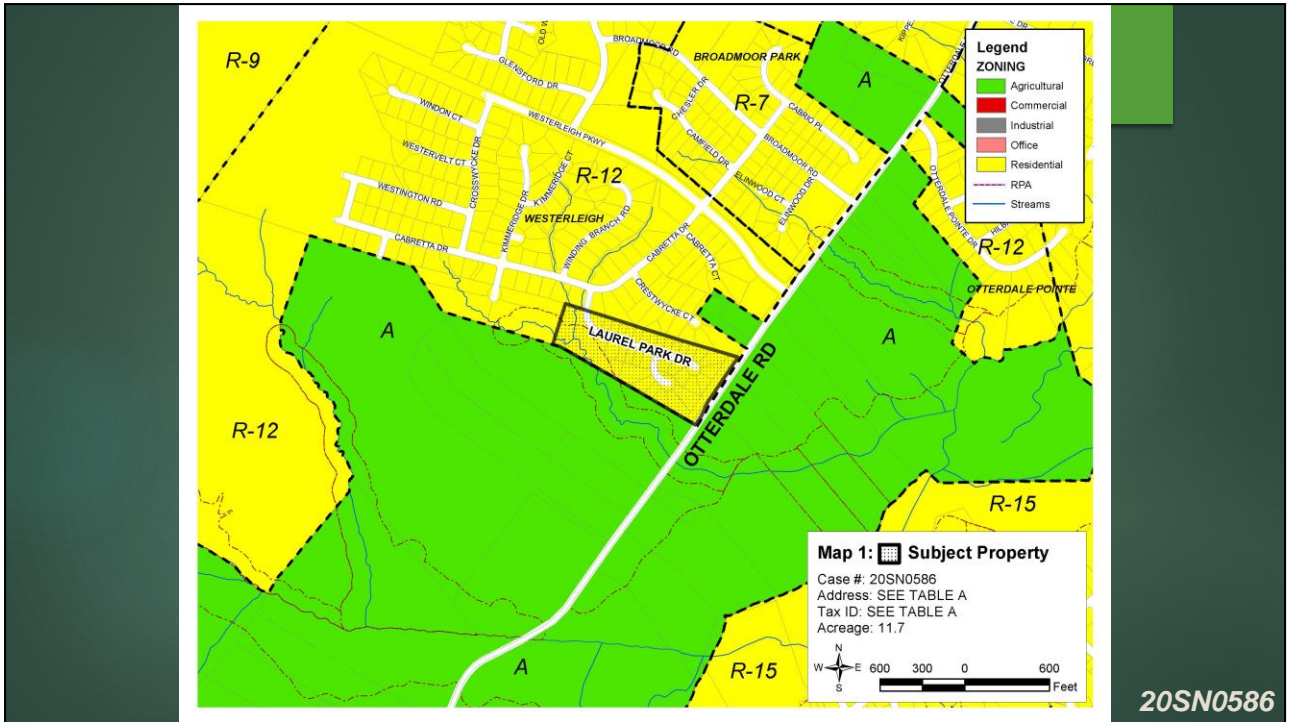
20SN0586

20SN0586

**Planning Commission recommends approval, noting the following:**

Amendment of the condition relative to projecting garages would be limited to the cluster development section of Westerleigh where lot sizes and configurations vary

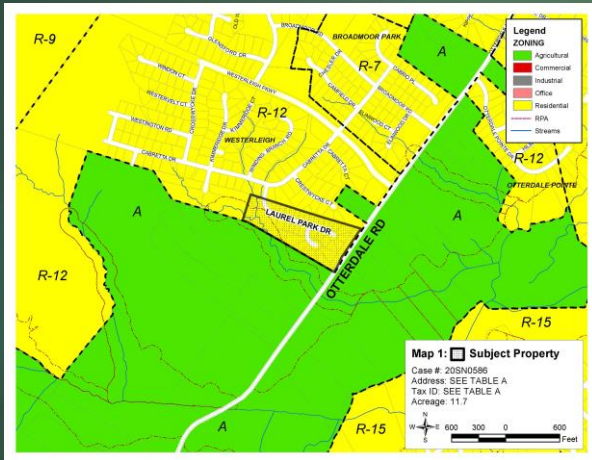
The requested amended condition together with other conditions of 06SN0325 require variation of building elevations, with an overall effect of accommodating a limited number of projecting garages



20SN0586

The subject properties are located along Otterdale Road, Laurel Park Drive and Laurel Park Court. The properties are the entirety of the Villas at Westerleigh subdivision, which is under development as a small section of the Westerleigh development.

# Overview



- ▶ Amend Case 06SN0325
- ▶ Density remains unchanged
- ▶ Permit new home elevations with garages projecting
- ▶ Limited to this cluster development section of Westerleigh
- ▶ Overall effect of accommodating limited garage projections

20SN0586

The subject properties are located along Otterdale Road, Laurel Park Drive and Laurel Park Court. The properties are the entirety of the Villas at Westerleigh subdivision, a single-family cluster-style development which is under development as a small section of the Westerleigh development.

*Planning Commission recommends approval noting:*

Amendment of the condition relative to projecting garages would be limited to the cluster development section of Westerleigh where lot sizes and configurations vary

The requested amended condition together with other conditions of 06SN0325 require variation of building elevations, with an overall effect of accommodating limited garage projections

**CASE NUMBER: 20SN0586**  
**APPLICANT: Westerleigh FC LLC**



**CHESTERFIELD COUNTY, VIRGINIA**  
**MATOACA DISTRICT**

**STAFF'S ANALYSIS  
AND RECOMMENDATION**

**Board of Supervisors (BOS) Hearing:**

JULY 22, 2020

**BOS Time Remaining:**

365 DAYS

**Applicant's Contacts:**

KRISTEN KEATLEY (804-432-0340)

**Planning Department Case Manager:**

JOSH GILLESPIE (804-796-7122)



11.7 Acres – Lots on Laurel Park Drive and  
Laurel Park Court (see Table A)  
VILLAS AT WESTERLEIGH

**REQUESTS**

Amend Case 06SN0325 Textual Statement Condition 2.a.7 relative to architectural design standards to permit projecting garages in the Villas at Westerleigh section of the Westerleigh development.

**Notes:**

- A. Conditions may be imposed or the property owners may proffer conditions.
- B. Conditions are located in Attachment 1

**SUMMARY**

The subject properties are a cluster development consisting of common spaces and reduced lot areas. Front loaded garages permitted by existing zoning are restricted to locations behind front walls and/or porches. The request to amend 06SN0325 Condition 2.a.7 would permit all front loaded garages to project a maximum of four feet (4') forward of the front porch or front line of the main dwelling. One (1) out of every ten (10) front loaded garages may extend more than four feet (4'), but not more than ten feet (10'). The overall effect of houses with projecting garages limited to four feet (4') and no more than three (3) of the thirty-two (32) lots with projections between four feet (4') and ten feet (10') is acceptable for this small section of Westerleigh.

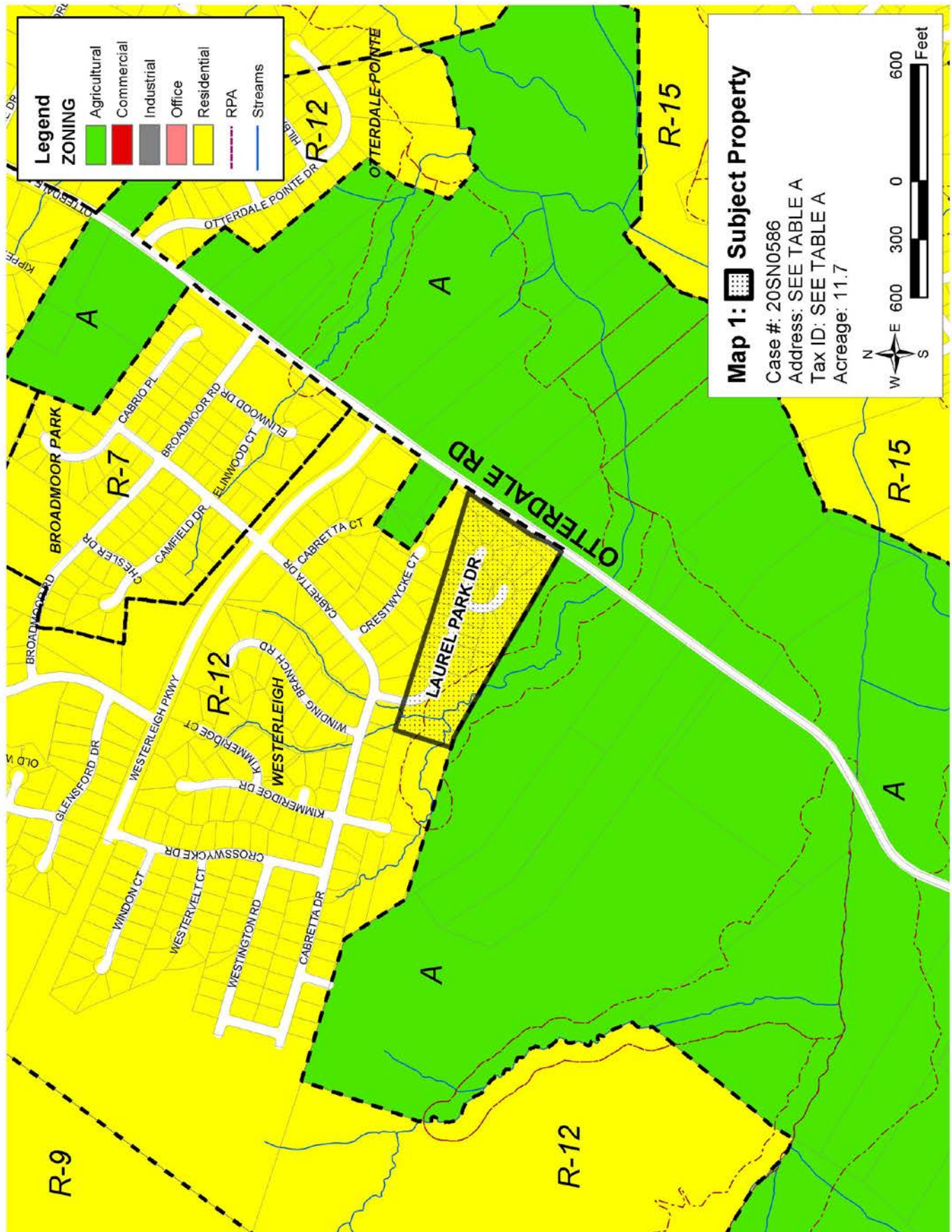
**RECOMMENDATIONS**

<b>PLANNING COMMISSION (6/16/20)</b>	<b>APPROVAL</b>
<b>STAFF</b>	<p><b>APPROVAL</b></p> <ul style="list-style-type: none"> <li>Amendment of the condition relative to projecting garages would be limited to the cluster development section of the development where lot sizes and configurations vary</li> <li>The requested amended condition together with other conditions of 06SN0325 require variation of building elevations, with an overall effect of accommodating a limited number of projecting garages</li> </ul>

TABLE A

REQUEST PROPERTIES	
Tax Identification Number	Address
708-680-1076	16843 LAUREL PARK DR
708-680-1991	16842 LAUREL PARK DR
708-680-2688	16836 LAUREL PARK DR
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708-680-5246	5112 LAUREL PARK CT
708-680-5379	16806 LAUREL PARK DR
708-680-5462	16801 LAUREL PARK DR
708-680-5841	5118 LAUREL PARK CT
708-680-5977	16800 LAUREL PARK DR
708-680-6476	16742 LAUREL PARK DR
708-680-6536	5124 LAUREL PARK CT
708-680-6653	5119 LAUREL PARK CT
708-680-6659	16731 LAUREL PARK DR
708-680-7074	16736 LAUREL PARK DR
708-680-7458	16725 LAUREL PARK DR
708-680-7572	16730 LAUREL PARK DR
708-680-7631	5130 LAUREL PARK CT
708-680-7951	16713 LAUREL PARK DR
708-680-8171	16724 LAUREL PARK DR
708-680-8337	5136 LAUREL PARK CT
708-680-8669	16718 LAUREL PARK DR
708-680-8745	16707 LAUREL PARK DR
708-680-9267	16712 LAUREL PARK DR
708-680-9447	16701 LAUREL PARK DR
708-680-9943	5137 LAUREL PARK CT
709-680-0056	16700 LAUREL PARK DR
709-680-0164	16706 LAUREL PARK DR

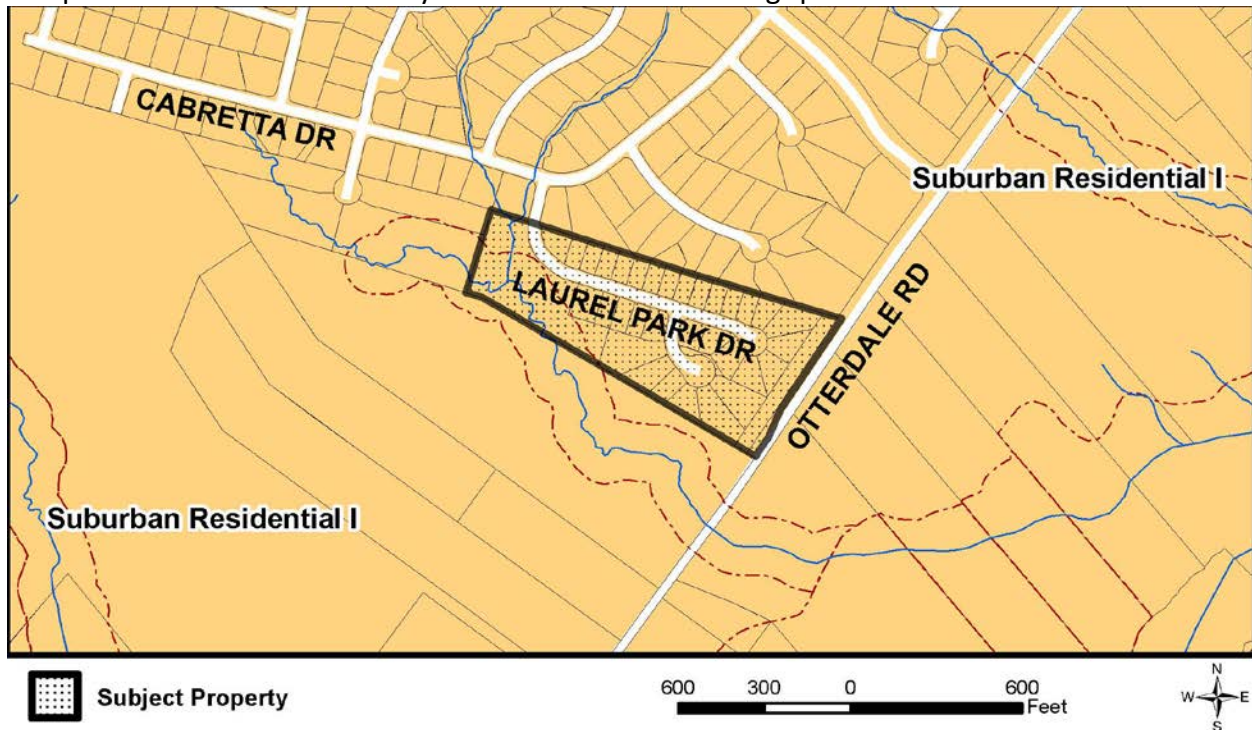




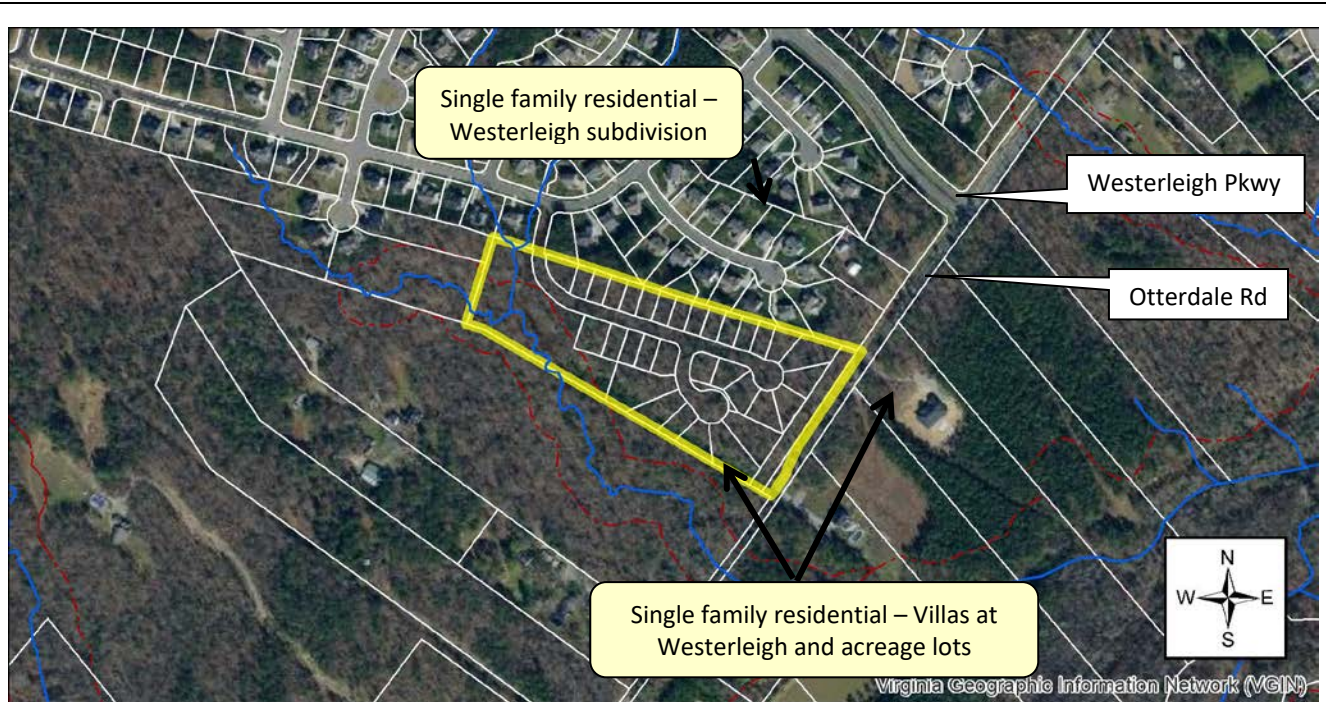


**Comprehensive Plan**  
**Classification: SUBURBAN RESIDENTIAL I**

The designation suggests the property is appropriate for Suburban Residential I uses with residential development at a maximum density of no more than 2 dwellings per acre.



**Surrounding Land Uses and Development**



## PLANNING

Staff Contact: Josh Gillespie (804-796-7122) gillespiejo@chesterfield.gov

### Zoning History

Case Number	Request
06SN0325 Approved (12/2006)	<ul style="list-style-type: none"><li>• Rezoning of 18.1 acres from Agricultural (A) to Residential (R-12) plus Conditional Use Planned Development to permit exceptions to Ordinance requirements with conditions proffered and provided in a textual statement.</li><li>• Textual Statement Condition 2.a.7 relative to architectural design standards states “front entry garages shall be located no closer to the street than the front façade of the dwelling unit.”</li></ul>

### Proposal

The proposed amendment to Case 06SN0325 (Attachment 1) would be permit the development of housing products with front loaded garages that are up to four feet (4') closer to the street than presently allowed, which is no closer than the front façade, and up to ten feet (10') for no more than ten percent (10%) of the thirty-two (32) total lots in the section (subdivision plans shown on Attachments 2 and 3, Exhibits A and B). The applicant intends to build homes that are larger than those originally planned for this development, and the larger footprint cannot be accommodated on the shallowest lots with the common space tree preservation buffer and the prohibition on garage projections beyond the front plane of the main dwelling and/or porch.

The applicant proposes to delete Condition 2.a.7 of Case 06SN0325 and replace it with a new condition that allows front loaded garages to be located up to four feet (4') closer to the street than the main dwelling or porch, and for no more than ten percent (10%) of the thirty-two (32) lots to have garages that are up to ten feet (10') closer to the street than the main dwelling or porch.

Staff finds the overall effect of this amendment acceptable for this section of Westerleigh.

## BUDGET & MANAGEMENT

Staff Contact: Natalie Spillman (804-318-8767) spillmann@chesterfield.gov

County finance staff is responsible for managing the finances of the County and making recommendations to the County Administrator regarding the allocation of available resources for the provision of services and capital facilities to serve the citizens of the County. Finance staff will advise the County Administrator if changed economic circumstances require adjustments to the County's budget or capital improvement program.

## SCHOOLS

Staff Contact: Atonja Allen (804-318-8740) atonja\_allen@ccpsnet.net

### Mission

High performing, high quality public schools contribute to the quality of life and economic vitality of the County. The comprehensive plan suggests a greater focus should be placed on linking schools with communities by providing greater access, flexible designs and locations that better meet the needs of the communities in which they are located.

### Capital Improvements

The School Board FY2020 adopted Capital Improvement Plan (CIP) continues to support the 2013 voter approved school revitalization program that will replace or renovate ten schools and construct one new elementary school to add capacity in the Midlothian area of the county. The ten existing facilities that are part of the revitalization program are Beulah Elementary School, Crestwood Elementary School, Enon Elementary School, Ettrick Elementary School, Harrowgate Elementary School, Matoaca Elementary School, Reams Elementary School, Manchester Middle School, Providence Middle School, and Monacan High School. A replacement Manchester Middle School is under construction on the existing school site, a replacement Harrowgate Elementary School is under construction on a new site, and a replacement Matoaca Elementary School is under construction on the site of the former Matoaca Middle School west campus building. The Beulah Elementary School, Enon Elementary School, Old Hundred Elementary School (the new elementary school in the Midlothian district), Providence Middle School, and Monacan High School projects are complete. The Matoaca Middle School wing addition at the east campus site, an additional school construction project, is complete and the school now operates as a single, unified campus. Information on the CIP and School Board approved construction projects can be found in the financial section of the CCPS Adopted Budget for FY2020.

### Anticipated School Impacts

	Elementary (PK – 5)	Middle (6 – 8)	High (9 – 12)	Total <sup>(1)</sup>
Anticipated Student Yield by School Type	8	5	7	20
Schools Currently Serving Area	Grange Hall	Tomahawk Creek	Cosby	2019-20 School Year
Current Enrollment	867	1,559	2,147	
Design Capacity <sup>(2)</sup>	854	1,358	1,823	
Enrollment Percent of Design Capacity	102%	115%	118%	
Program Capacity <sup>(3)</sup>	891	1,499	1,851	
Enrollment Percent of Program Capacity	97%	104%	116%	

Total Number of Trailers	3	5	12	
Number of Classroom Trailers	2	5	12	
<p>Note:</p> <p><sup>(1)</sup> Based upon the average number of students per single-family dwelling unit for each of the school attendance zones where the proposal is located. Student Generation Factor (2019) is the actual total number of students by grade level divided by the actual total number of housing units by housing type. Updated 2019 SGFs reflecting redistricting and a new school attendance zone used for this analysis was provided by County IST.</p> <p><sup>(2)</sup> Design capacity is the maximum number of students the building can accommodate based on the Virginia Department of Education Standards of Quality and the architectural program design of the existing building including all interior and exterior renovations to date and an inventory of all available space. Design capacity does not include site-based initiatives and is thus not subject to frequent change and represents prototypical design capacity using VDOE standards.</p> <p><sup>(3)</sup> Program capacity is the maximum number of students the building can accommodate based on the Virginia Department of Education Standards of Quality and the current school programming that may adjust the number of rooms used for core or grade-level classrooms in the overall building design capacity.</p>				

## **Public Facilities Plan**

Post 2020, the *Public Facilities Plan* recommends the revitalization/replacement of Grange Hall Elementary School. The *Plan* also recommends a new middle school in the vicinity of Hull Street and Otterdale Roads, and a new high school in the vicinity of Genito and Otterdale Roads northwest of Swift Creek Reservoir. At this time, a budget has not been developed for the acquisition of land or construction of these school facilities as recommended in the Plan.

## **Additional School Comments**

The anticipated student yield analysis above is based on the 32 single-family dwelling units impacted by this application. These units fall within the maximum permitted dwelling units from Case 06SN0325.

Over time, this case combined with other tentative residential developments, infill developments, and approved residential zoning cases in the area may cause these schools to reach or exceed their capacity.



**ENVIRONMENTAL ENGINEERING**

Staff Contact: Rebecca Ward (804-748-1028) WardR@chesterfield.gov

**COUNTY TRANSPORTATION**

Staff Contact: Steve Adams (804) 748-1037 adamsSt@chesterfield.gov

**VIRGINIA DEPARTMENT OF TRANSPORTATION**

Staff Contact: Jonathan Phillippe (804-674-2560) jonathan.phillippe@vdot.virginia.gov

**UTILITIES**

Staff Contact: Matthew Rembold (706-7616) remboldm@chesterfield.gov

**FIRE AND EMERGENCY MEDICAL SERVICES**

Staff Contact: Anthony Batten (717-6167) battena@chesterfield.gov

**PARKS AND RECREATION**

Staff Contact: Janit Llewellyn (804-751-4482) llewellynja@chesterfield.gov

**LIBRARIES**

Staff Contact: Jennifer Stevens (804-751-4998) stevensj@chesterfield.gov

**HEALTH**

Staff Contact: Richard Michniak (804-748-1695) richard.michniak@vdh.virginia.gov

This request will not impact these facilities.

## CASE HISTORY

### Applicant Submittals

<b>3/4, 4/16 &amp; 5/22/20</b>	Application submitted
<b>4/9 &amp; 4/16/20</b>	Proffered conditions submitted

### Community Meeting

<b>4/30/20</b>	Adjacent owner letter mailed to adjoining property owners by the applicants. Due to the COVID-19 health emergency, a traditional community meeting was not conducted for this zoning request. In lieu of a community meeting, citizens or interested persons were asked to submit feedback or comments via e-mail to each of the following individuals: The District Commissioner, the Applicant's contact, and the Planning Department Case Manager.
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### Planning Commission Meeting

<b>5/19/15</b>	<p>Citizen Comments: No one spoke to this request</p> <p>Commission Discussion: None</p> <p><b>Recommendation – (APPROVAL WITH THE PROFFERED CONDITION)</b></p> <p><b>Motion:</b> Sloan    <b>Second:</b> Petroski  <b>AYES:</b> Freye, Sloan, Hylton, Owens, Petroski</p>
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The Board of Supervisors on Wednesday, July 22, 2020, beginning at 6:30 p.m., will consider this request.



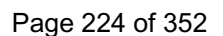
**PROFFERED CONDITION**

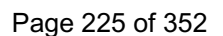
April 16, 2020

Note: Both the Planning Commission and staff recommend acceptance of the following proffered condition, as offered by the applicant.

With the approval of this request Textual Statement Item 2.a.7. of Case 06SN0325 shall be deleted. Except as outlined below all other conditions of Cases 06SN0325 and 17SN0757 shall remain in force and effect. The following condition is being added:

- 1. Front loaded garages.** Front loaded attached garages shall be permitted to project a maximum of four feet (4') forward of the front porch or front line of the main dwelling. One (1) out of every ten (10) front loaded garages shall be permitted to feature a garage that extends more than four feet (4') provided that the garage extends for a distance of not more than ten feet (10') past the front line of the main dwelling. (P)





**ZONING OPINION NUMBER: 20ZO0377**

**REZONING CASE NUMBER: 20SN0586**



**DISCLOSURE AFFIDAVIT**  
**LAND USE APPLICATION**

I, Kristen Keatley, do hereby swear or affirm that to the best of my knowledge and belief, the following information is true:

1. I am the Agent for the land use amendment on the property identified as Parcel ID Number(s):

708-680-1076  
708-680-1991  
708-680-2688  
708-680-3070  
708-680-3286  
708-680-3768  
708-680-3784  
708-680-4266  
708-680-4283  
708-680-4553  
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708-680-9943  
709-680-0056  
709-680-0164



and am requesting Amend Prior Case

2. With the exception of governmental entities and public service companies owning recorded easements over the Subject Property which is the subject of the land use amendment application referred to in Paragraph 1, the following is a list of the names and addresses of all persons owning any legal or equitable interest in the Subject Property as a title owner, lessee, easement owner, contract purchaser, assignee, optionee, licensee or noteholder, including trustees, beneficiaries of trusts, general partners, limited partners and all other natural or artificial persons:

<u>NAME</u>	<u>ADDRESS</u>	<u>TYPE OF OWNERSHIP</u>
W. Vernon McClure Jr	P.O. Box 461, Midlothian, VA, 23113	General Partner
WESTERLEIGH FC LLC	P.O. Box 461, Midlothian, VA, 23113	Title Owner
Derek Webb	12001 Dew Lane, Midlothian, VA 23112	Contract Purchaser
Marc and Shannon Friedburg	2315 Mountianbrook Road, Richmond, VA 23233	Contract Purchaser
Christopher and Shannon Willoughby	7480 Cheathams Road, Amelia, VA 23002	Contract Purchaser

3. I hereby certify that the following corporations disclosed in Paragraph 2 are regularly traded on a stock exchange or in the over the counter market or have more than 100 shareholders:

4. I hereby certify that after the exercise of due diligence, I have been unable to learn the identities of the owners of the following corporations, partnerships, joint ventures, trusts or other artificial persons disclosed in Paragraph 2:

5. The following is a list of the names and addresses of all natural or artificial persons owning an interest in any corporation, partnership, joint venture, trust or other artificial person disclosed in Paragraph 2 (other than those listed in Paragraph 3 or Paragraph 4) which has a total of ten or fewer shareholders, partners, beneficiaries or owners:

<u>NAME</u>	<u>ADDRESS</u>	<u>NAME OF ARTIFICIAL PERSON</u>
W. Vernon McClure Jr	P.O. Box 461, Midlothian, VA, 23113	WESTERLEIGH FC LLC

6. The following is a list of the names and addresses of all natural or artificial person owning 10% or more of any class of stock issued by a corporation or an interest of 10% or more in any partnership, joint venture, trust or other artificial person disclosed in Paragraph 2 (other than those listed in Paragraph 3 or 4):

<u>NAME</u>	<u>ADDRESS</u>	<u>NAME OF CORPORATION</u>
W. Vernon McClure Jr	P.O. Box 461, Midlothian, VA, 23113	WESTERLEIGH FC LLC

7. If any of the persons disclosed in Paragraphs 5 or 6 above is a corporation, partnership, joint venture, trust or other artificial person, the following is a list of all members of the Board of Supervisors of Chesterfield County, the Chesterfield County Planning Commission or their immediate households owning any interest in the Subject Property as a title owner, easement owner, contract purchaser, lessee, assignee, optionee or licensee, either individually or by ownership of an interest in a corporation, trust, partnership, joint venture or other artificial person owning any such interest:

<u>CORPORATION/ ARTIFICIAL PERSON</u>	<u>NAME OF HOUSEHOLD MEMBER</u>	<u>NAME OF SUPERVISOR OR COMMISSIONER</u>	<u>DESCRIPTION OF OWNERSHIP INTEREST</u>
-------------------------------------------	-------------------------------------	-----------------------------------------------	----------------------------------------------

8. If any of the persons disclosed in Paragraphs 5 or 6 above is a corporation, partnership, joint venture, trust or other artificial person, I hereby certify that no member of the Board of Supervisors of Chesterfield County, the Chesterfield County Planning Commission or their immediate households, other than those Supervisors, Commissioners or household members named in Paragraph 7 above, owns any interest in the Subject Property as a title owner, easement owner, contract purchaser, lessee, assignee, optionee or licensee, either individually or by ownership of an interest in a corporation, trust, partnership, joint venture or other artificial person owning any such interest.



9. Prior to every public hearing in connection with the land use amendment application referred to in Paragraph 1 above, I will file a revised Zoning Disclosure Affidavit if there has been any change in the information set forth above.

WITNESS the following signature

Signature: Kristen D Keatley  
Kristen Keatley

STATE OF Virginia

COUNTY/CITY OF Chesterfield to-wit:

This day 26<sup>th</sup> of May, 2020, Kristen O. Keatley personally appeared before

me, Elizabeth C Fralin, a Notary Public in and for the County and State

aforesaid, and swore or affirmed that the matters stated in the foregoing Zoning Opinion Disclosure Affidavit are true to the best of his/her knowledge and belief.

Given under my hand this 26<sup>th</sup> day of May, 2020.

Elizabeth C Fralin  
Notary Public

Registration No. 7539812

My Commision expires: 2/28/2022

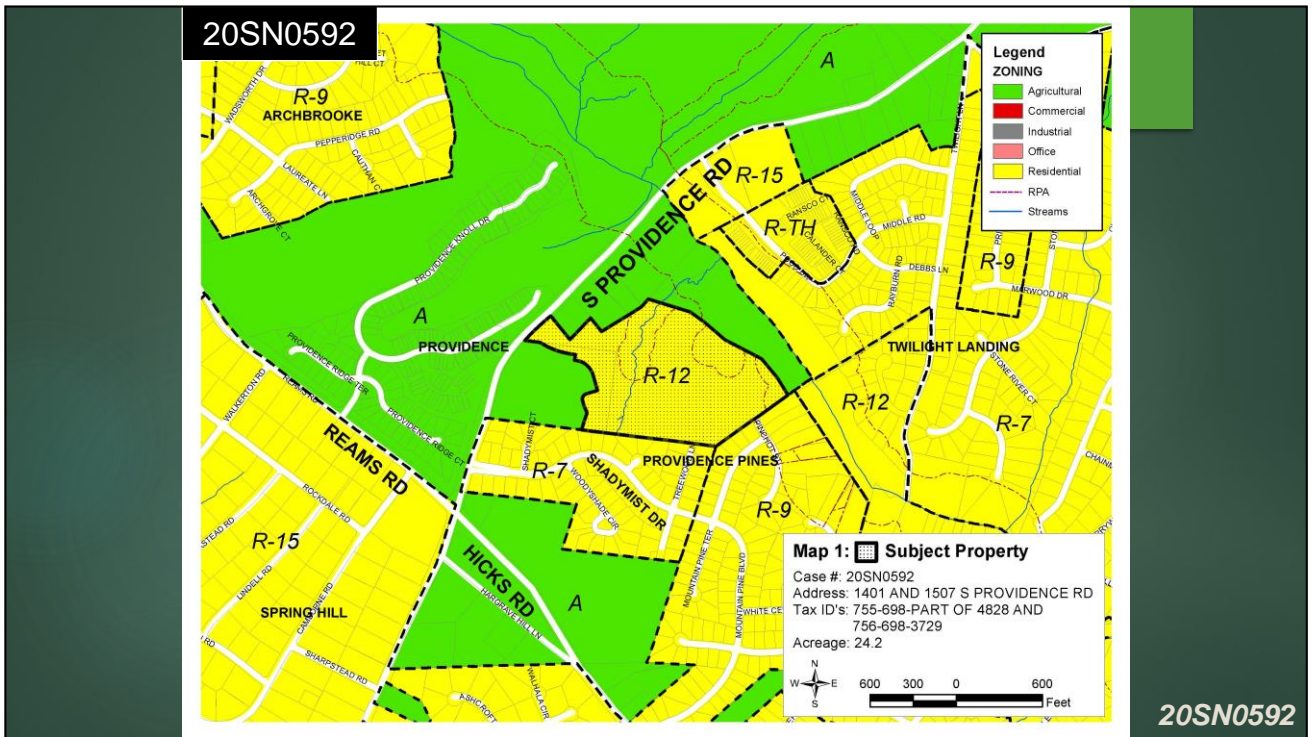




## 20SN0592 Clover Hill GEM Capital LLC

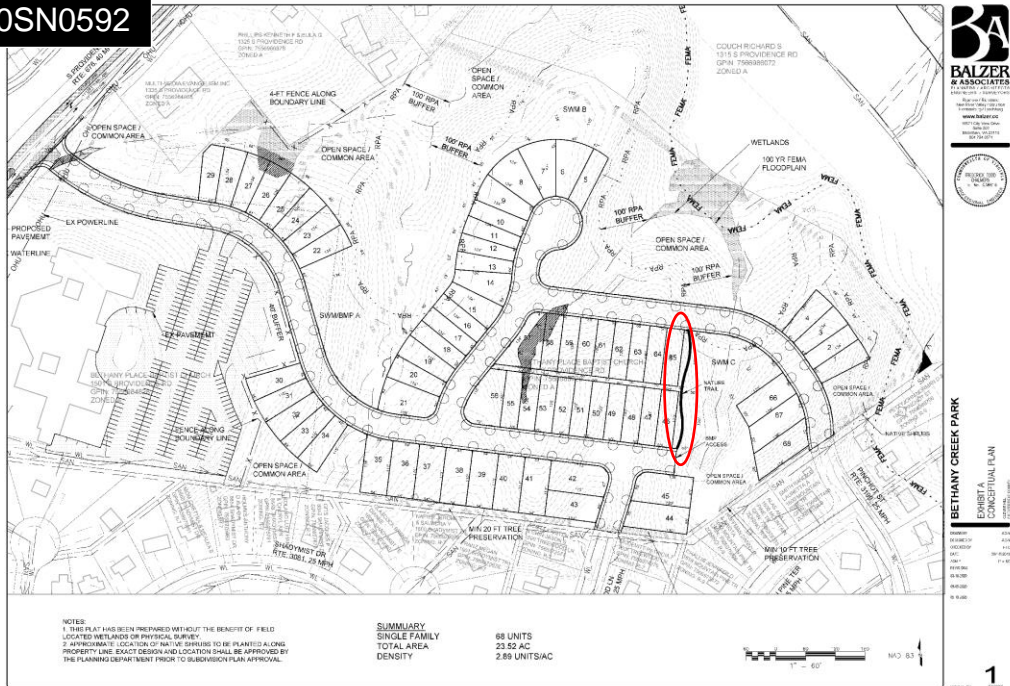
Amendment of zoning approval (Case 19SN0571) relative to lot development standards, common area amenities, and architectural treatment in a Residential (R-12) District.

Case 20SN0592, located within the Clover Hill Magisterial District, is a zoning request filed by the applicant: GEM Capital LLC. The request is an amendment of zoning approval (Case 19SN0571) relative to lot development standards, common area amenities, and architectural treatment in a Residential (R-12) District. Specifically, the applicant is seeking amendment of the existing zoning relative to reduction in lot sizes and width, reduction in minimum road frontage, removal of an internal pathway, revised conceptual plan, and modified architectural standards for the cluster homes on narrow lots.



The subject property is located along the east line of South Providence Road, 930 feet north of Shadymist Drive. A single-family cluster-style development known as Bethany Creek Park is planned. The maximum density of seventy-two (72) units will be maintained from the original zoning approval.

20SN0592



During preliminary plat review, delineation of environmental areas and the sizing of stormwater management facilities significantly impacted the areas where lots could be developed. Therefore, the applicant is seeking amendment of the existing zoning relative to reduction in lot sizes and width, reduction in minimum road frontage, removal of an internal pathway, revised conceptual plan, and modified architectural standards for the cluster homes on narrow lots.

The applicant's proposal includes a revised Conceptual Plan, shown in the current slide, that generally shows the location of roads and lots, sidewalks, open space, common area, buffers, and fencing. The revised conceptual plan details the location of smaller lots as well as the modification of an internal pathway that would have traversed through community open space.

The applicant has removed a segment of the internal pathway from the Conceptual Plan and replaced it with two (2) new amenities. The first is a mulch pathway segment between two internal streets, adjoining Lots 45 & 65 on the conceptual plan (Highlighted in red in the slide). The second amenity is the construction of a seating area to accommodate a wildlife viewshed or overlook. This feature may be modified with an alternate

design, such as enhancement to the Cluster Mailbox areas, if the overlook is determined to not be feasible during the development review process. The modification of the original pathway with these proposed community amenities will continue to provide usable open space (common area) for residents within the development.



EXHIBIT B - CONCEPTUAL ELEVATIONS

Elevations 17-28 (new elevations for narrower lots)



Elevation 17



Elevation 18



Elevation 19



Elevation 20



Elevation 21



Elevation 22

20SN0592

This slide shows new elevations proffered by the applicant for dwellings located on the proposed narrow lots, defined as those lots between 35 feet to 45 feet wide. Previous elevations proposed for dwellings located on lots greater than 45 feet in width have been maintained as part of this zoning amendment request. Attachment 4 in the staff report shows the complete list of elevations proffered by the applicant.





Elevation 23



Elevation 25



Elevation 27



Elevation 24



Elevation 26



Elevation 28

20SN0592

This slide shows the remaining set of new elevations proffered by the applicant.



### Modification of Lot Standards – Comparison Overview

Textual Statement, Attachment 2

Requirements	19SN0571	Proposed
Lot Area	6,000 sf	4,000 sf
Lot Width	45 ft	35 ft
Road Frontage	50 ft	25 ft

20SN0592

The applicant's proposal would modify the development's lot standards to permit smaller sized lots in the areas generally shown on the Conceptual Plan. An overview of the modification of lot standards is outlined in the chart on the slide.

**In addition, the applicant has proffered conditions to clarify or enhance design standards for the development:**

- Lot number references for special focus lots were updated to reflect new lot numbers on the revised Conceptual Plan
- Cluster Mailbox Units (CBU's) not located within a front or corner side yard of a lot

# Recommend Approval

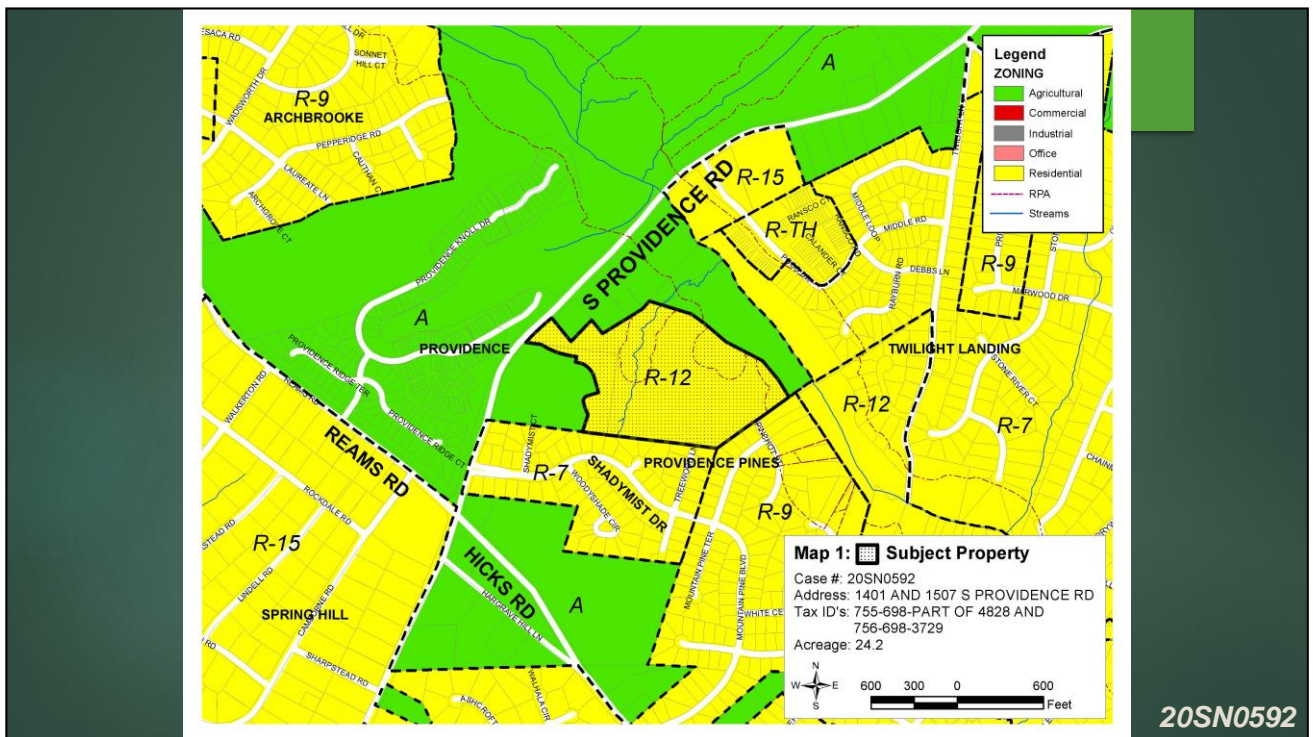


- Amendments provide flexibility to accommodate proposed dwellings
- Maintain quality design and architectural comparable to the surrounding area.

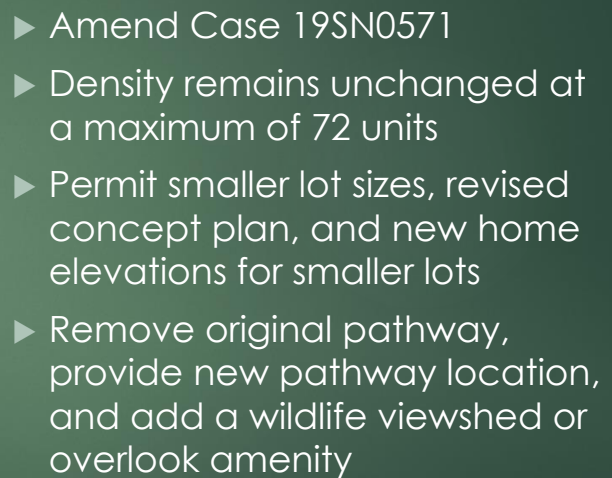
20SN0592

The Planning Commission unanimously recommended approval of the applicant's request.

Staff continues to recommend approval of the zoning request. The amendments provide flexibility to accommodate proposed dwellings while maintaining quality design and architectural comparable to the surrounding area.



600 scale map of the request property.



20SN0592

The applicant has removed a segment of the internal pathway from the Conceptual Plan and replaced it with two (2) new amenities, a newly located mulch pathway and a wildlife viewshed or overlook amenity.



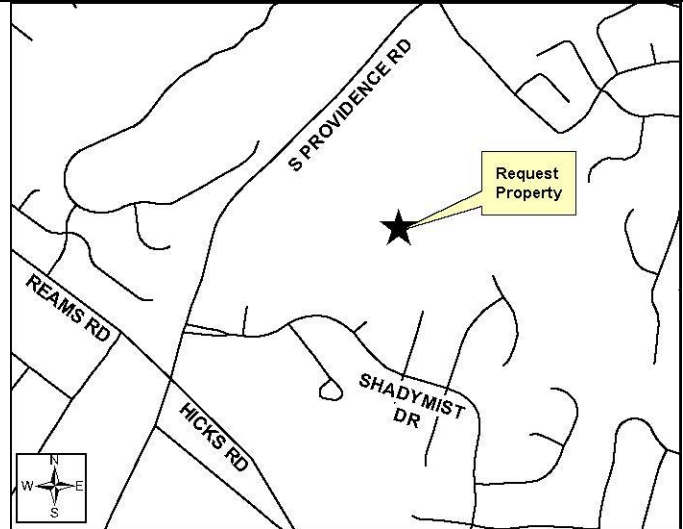
**CASE NUMBER: 20SN0592**  
**APPLICANT: GEM Capital LLC**



**CHESTERFIELD COUNTY,  
 VIRGINIA  
 CLOVER HILL DISTRICT  
 STAFF'S ANALYSIS  
 AND  
 RECOMMENDATION**

**Board of Supervisors (BOS) Hearing:**  
 JULY 22, 2020  
**BOS Time Remaining:**  
 365 DAYS

**Applicant's Agent:**  
 ANDREW SCHERZER (804-794-0571)  
**Planning Department Case Manager:**  
 RYAN RAMSEY (804-751-4471)



24.2 Acres – 1401 South Providence Road  
 BETHANY CREEK PARK

**REQUEST**

Amendment of zoning approval (Case 19SN0571) relative to lot development standards, common area amenities, and architectural treatment in a Residential (R-12) District.

**Notes:**

- A. Conditions may be imposed or the property owner may proffer conditions.
- B. Proffered conditions, Textual Statement, conceptual plan, elevations, and approved zoning conditions are located in Attachments 1 – 5.

**SUMMARY**

A single-family residential subdivision (Bethany Creek Park) containing a maximum of seventy-two (72) lots is planned. During preliminary plat review, delineation of environmental areas and the sizing of stormwater management facilities significantly impacted the areas where lots could be developed. Therefore, the applicant is seeking amendment of the existing zoning relative to reduction in lot sizes and width, reduction in minimum road frontage, removal of an internal pathway, revised conceptual plan, and modified architectural standards for the cluster homes on narrow lots.

**RECOMMENDATIONS**

PLANNING COMMISSION	<b>APPROVAL</b>
STAFF	<b>APPROVAL</b> As conditioned, amendments provide flexibility to accommodate proposed dwellings while maintaining quality design and architectural comparable to the surrounding area.



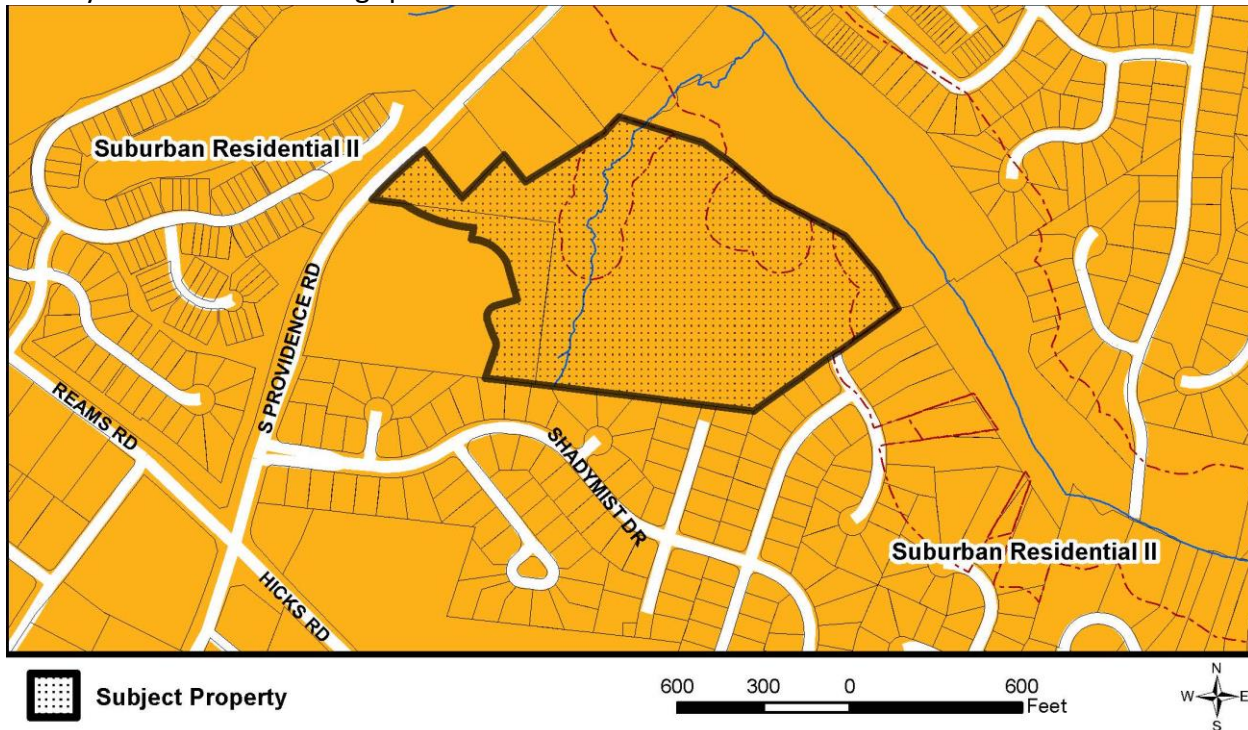




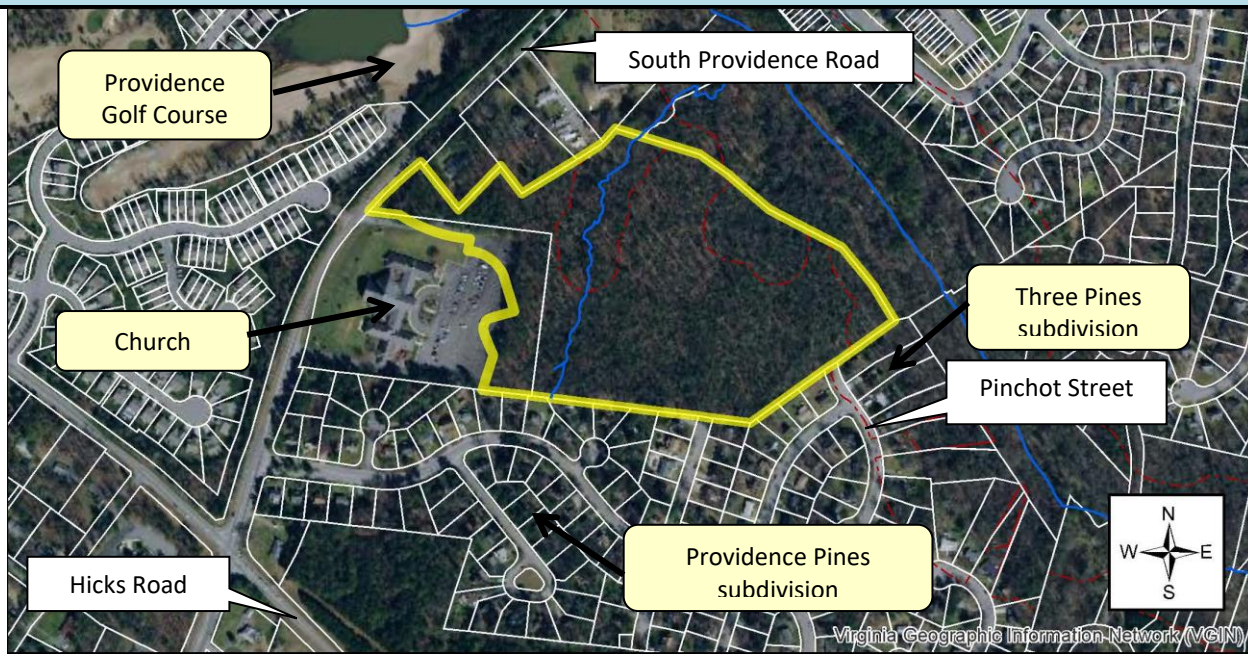
## Comprehensive Plan

### Classification: SUBURBAN RESIDENTIAL II

The designation suggests the property is appropriate for residential development at a maximum density of 2.0 to 4.0 dwellings per acre.



### Surrounding Land Uses and Development



## PLANNING

Staff Contact: Ryan Ramsey (804-751-4474) ramseyrp@chesterfield.gov

### **Zoning History**

Case Number	Request
19SN0571 Approved (4/2019)	<ul style="list-style-type: none"><li>• Rezoning to Residential (R-12) with conditional use planned development to permit exceptions to ordinance requirements to permit single-family cluster-style development known as Bethany Creek Park (Attachment 5)</li><li>• Maximum of seventy-two (72) units permitted; conditions addressed development design and architectural standards</li><li>• The staff report for this case analyzed the impact of the proposed development on public facilities and the applicant's offer to mitigate that impact.</li></ul>

### **Proposal**

A single-family cluster-style development known as Bethany Creek Park is planned. The applicant is proposing modifications to existing zoning (Case 19SN0571) relative to the Conceptual Plan, lot standards, and architectural elevations. The maximum density of seventy-two (72) units will be maintained from the original zoning approval.

During preliminary plat review, developable lot area was reduced with the delineation of environmental areas (e.g. Resource Protection Areas) and required stormwater management facilities. The applicant's revised Conceptual Plan would permit smaller lots within internal portions of the property and maintain the original cluster lot sizes next to existing residential development along the southern and eastern boundaries.

### **Revised Conceptual Plan, Pathway Modification & Common Area**

The applicant's proposal includes a revised Conceptual Plan (Exhibit A, Attachment 3) that generally shows the location of roads and lots, sidewalks, open space, common area, buffers, and fencing. The revised conceptual plan details the location of smaller lots as well as the modification of an internal pathway that would have traversed through community open space.

The applicant has removed a segment of the internal pathway from the Conceptual Plan and replaced it with two (2) new amenities. The first is a mulch pathway segment between two internal streets, adjoining Lots 45 & 65 on the conceptual plan (Exhibit A, Attachment 3). The second amenity is the construction of a seating area to accommodate a wildlife viewshed or overlook (Proffered Condition 4). This feature may be modified with an alternate design, such as enhancement to the Cluster Mailbox areas, if the overlook is determined to not be feasible during the development review process. The modification of the original pathway with these proposed community amenities will continue to provide usable open space (common area) for residents within the development.

With the reduction in individual lot sizes below the minimum R-12 requirements of 12,000 square feet, the Ordinance requires that such reduction be compensated with an equivalent amount of common area. The Ordinance defines what may be considered as common area in off-setting lot size reductions. Common area provided in the development will be evaluated as part of the development review process.

## **Lot Standards**

The applicant's proposal would modify the development's lot standards to permit smaller sized lots in the areas generally shown on the Conceptual Plan. An overview of the modification of lot standards is outlined below:

<b>Modification of Lot Standards – Comparison Overview</b>		
Textual Statement, Attachment 2		
<b>Requirements</b>	<b>19SN0571</b>	<b>Proposed</b>
Lot Area	6,000 sf	4,000 sf
Lot Width	45 ft	35 ft
Road Frontage	50 ft	25 ft

## **Design**

Proffered design requirements approved with Case 19SN0571 will continue to apply to development on the property. However, modified design requirements offered as part of this request (Attachment 1 – Proffered Conditions) are outlined below:

- Community Design
  - Revised Conceptual Plan depicting the general layout of roads, lots, sidewalks, pathways, open space, common area, buffers and fencing (Exhibit A, Attachment 3)
  - Cluster Mailbox Units (CBU's) not located within a front or corner side yard of a lot
- Dwelling Design
  - Conceptual elevations (Exhibit B, Attachment 4) updated to reflect a new set of elevations for dwellings located on narrow lots
    - Narrow lots are defined as those lots with a width between 35 to 45 feet (Elevations 17-28)
  - Lot number references for special focus lots were updated to reflect new lot numbers on the revised Conceptual Plan

The proposed amendments provide flexibility to accommodate the revised conceptual plan, reduced lot sizes, and additional architectural elevations proposed for Bethany Creek Park while maintaining residential quality proffered in the original zoning approval.



## **COUNTY TRANSPORTATION**

Staff Contact: Steve Adams (804-748-1037) [adamsst@chesterfield.gov](mailto:adamsst@chesterfield.gov)

In April 2019, the Board of Supervisors approved a rezoning (Case 19SN0571) on the subject property for Residential (R-12) to permit a maximum of seventy-two (72) lots (Proffered Condition 2 of Case 19SN0571). With this request, the applicant is requesting to amend Proffered Condition 1 of the previous case to reduce minimum lot sizes and modify the conceptual plan. This request is anticipated to have no additional traffic impact. Staff supports this request.

## **VIRGINIA DEPARTMENT OF TRANSPORTATION**

Staff Contact: Willie Gordon (804-674-2907) [willie.gordon@vdot.virginia.gov](mailto:willie.gordon@vdot.virginia.gov)

The applicant proposes to amend zoning case 19SN0571 Proffered Condition 1 to allow a smaller lot size within the development. While VDOT has no comments for smaller lot size, VDOT offers the following comments based on the conceptual that was provided. The Virginia Department of Transportation (Department) has reviewed the subject zoning case for a residential development along S. Providence Road (State Route 678). In order to be eligible for acceptance to the secondary system of state highways, the proposed road network shall be designed and constructed in accordance with the current Subdivision Street Acceptance Requirements (SSAR). The conceptual plan for the development includes a new street connection on S. Providence Road approximately 1,300 feet north of the signalized intersection of S. Providence Road with Hicks Road /Reams Road (State Route 647). The location of the street connection will be subject to the Department Access Management regulations along S. Providence Road, which is classified as an Urban Minor Arterial with a posted speed limit of 40 MPH. In addition, all improvements to S. Providence Road shall be in accordance with the Department design standards and specifications. The conceptual plan includes two internal street connections to the adjacent neighborhoods on Treewood Lane (State Route 3085) and Pinchot Street (State Route 3199). A review of the recorded plats for Providence Pines (dated January 10, 1978) and Three Pines – Section Two (dated October 8, 1982) confirm that both roads meet the requirements for an existing state maintained stub-out. Per the current SSAR regulations, the applicant is required to connection to these existing stub-outs in order for the proposed roads to be eligible for state acceptance. The Department will review the Tentative Subdivision Plan to ensure the required connections shown in the conceptual plan are included to ensure compliance with the SSAR regulations.

## **SCHOOLS**

Staff Contact: Atonja Allen (804-318-8740) atonja\_allen@ccpsnet.net

### **Mission**

High performing, high quality public schools contribute to the quality of life and economic vitality of the County. The comprehensive plan suggests a greater focus should be placed on linking schools with communities by providing greater access, flexible designs and locations that better meet the needs of the communities in which they are located.

### **Capital Improvements**

The School Board FY2020 adopted Capital Improvement Plan (CIP) continues to support the 2013 voter approved school revitalization program that will replace or renovate ten schools and construct one new elementary school to add capacity in the Midlothian area of the county. The ten existing facilities that are part of the revitalization program are Beulah Elementary School, Crestwood Elementary School, Enon Elementary School, Ettrick Elementary School, Harrowgate Elementary School, Matoaca Elementary School, Reams Elementary School, Manchester Middle School, Providence Middle School, and Monacan High School. A replacement Manchester Middle School is under construction on the existing school site, a replacement Harrowgate Elementary School is under construction on a new site, and a replacement Matoaca Elementary School is under construction on the site of the former Matoaca Middle School west campus building. The Beulah Elementary School, Enon Elementary School, Old Hundred Elementary School (the new elementary school in the Midlothian district), Providence Middle School, and Monacan High School projects are complete. The Matoaca Middle School wing addition at the east campus site, an additional school construction project, is complete and the school now operates as a single, unified campus. Information on the CIP and School Board approved construction projects can be found in the financial section of the CCPS Adopted Budget for FY2020.



## Anticipated School Impacts

	Elementary (PK – 5)	Middle (6 – 8)	High (9 – 12)	Total <sup>(1)</sup>
Anticipated Student Yield by School Type	13	6	9	28
Schools Currently Serving Area	A.M. Davis	Providence	Monacan	2019-20 School Year
Current Enrollment	739	1,100	1,557	
Design Capacity <sup>(2)</sup>	780	1,101	2,048	
Enrollment Percent of Design Capacity	95%	100%	76%	
Program Capacity <sup>(3)</sup>	727	1,152	1,885	
Enrollment Percent of Program Capacity	102%	95%	83%	
Total Number of Trailers	10	0	0	
Number of Classroom Trailers	8	0	0	
Note: <sup>(1)</sup> Based upon the average number of students per single-family dwelling unit for each of the school attendance zones where the proposal is located. Student Generation Factor (2019) is the actual total number of students by grade level divided by the actual total number of housing units by housing type. Updated 2019 SGFs reflecting redistricting and a new school attendance zone used for this analysis was provided by County IST. <sup>(2)</sup> Design capacity is the maximum number of students the building can accommodate based on the Virginia Department of Education Standards of Quality and the architectural program design of the existing building including all interior and exterior renovations to date and an inventory of all available space. Design capacity does not include site-based initiatives and is thus not subject to frequent change and represents prototypical design capacity using VDOE standards. <sup>(3)</sup> Program capacity is the maximum number of students the building can accommodate based on the Virginia Department of Education Standards of Quality and the current school programming that may adjust the number of rooms used for core or grade-level classrooms in the overall building design capacity.				

## Public Facilities Plan

The *Public Facilities Plan* recommends that A.M. Davis Elementary School be revitalized or replaced post 2020. However, at this time a budget has not been developed for the acquisition of land or construction of this school facility as recommended in the Plan.

## Additional School Comments

The anticipated student yield analysis above is based on the 72 single-family dwelling units impacted by this application. These units fall within the maximum permitted dwelling units from Case 19SN0571.

Over time, this case combined with other tentative residential developments, infill developments, and approved residential zoning cases in the area may cause these schools to reach or exceed their capacity.

## LIBRARIES

Staff Contact: Jennifer Stevens (804-751-4998) StevensJ@chesterfield.gov

### Mission

The public library system's role in the county has expanded beyond its traditional function as a resource for information and materials, and now serves as a community gathering place for educational, cultural and informational services; community support during emergencies; economic development; and revitalization activities.

### Nearby Libraries

- LaPrade
- North Courthouse

## UTILITIES

Staff Contact: Matt Rembold (804-716-7616) RemboldM@chesterfield.gov

### Existing Water and Wastewater Systems

Utility Type	Currently Serviced	Size of Closest Existing Lines	Connection Required by County Code
Water	No	8"	Yes
Wastewater	No	8"	Yes

### **Additional Utility Comments:**

The subject property is located within the mandatory water and wastewater connection areas for new residential structures. Connection to the public water and wastewater systems was proffered in Case 19SN0571 (Attachment 5, Proffered Condition 3). The amendments in the current request will not modify this proffered condition.

The request to amend the Master Plan will have minimal impacts to the Utilities Department.

The Utilities Department supports this case.

## ENVIRONMENTAL ENGINEERING

Staff Contact: Rebecca Rochet (804-748-1028) RochetR@chesterfield.gov

Proffered Conditions 12 and 13 of Case 19SN0571 were offered to address downstream drainage impacts and will not be affected with this amendment.

## FIRE AND EMERGENCY MEDICAL SERVICES

Staff Contact: Anthony Batten (804-717-6167) BattenA@chesterfield.gov

## PARKS AND RECREATION

Staff Contact: Stuart Connock (804-751-4484) ConnockS@chesterfield.gov

This request will not impact these facilities.

## CASE HISTORY

Applicant Submittals	
<b>3/11/2020</b>	Application submitted
<b>5/6/2020</b>	Revised proffered conditions, textual statement, elevations and conceptual plan submitted
<b>5/22/2020</b>	Revised proffered conditions and conceptual plan submitted
<b>5/26/2020</b>	Revised proffered conditions submitted

Community Meeting	
<b>3/16/2020</b>	Adjacent owner letter mailed to adjoining property owners by the applicants. Due to the COVID-19 health emergency, a traditional community meeting was not conducted for this zoning request. In lieu of a community meeting, citizens or interested persons were asked to submit feedback or comments via the citizen comment portal on the Planning Department's web site one week prior to the Planning Commission hearing.

Planning Commission	
<b>6/16/2020</b>	<p><b>Citizen Comments:</b> No citizens spoke to this request.</p> <p><b>Action – APPROVAL AND ACCEPTANCE OF THE PROFFERED CONDITIONS IN ATTACHMENT 1</b></p> <p><b>Motion:</b> Sloan <b>Second:</b> Owens <b>AYES:</b> Freye, Sloan, Hylton, Owens, Petroski</p>
The Board of Supervisors on Wednesday, July 22, 2020, beginning at 6:00 p.m., will consider this request.	

**PROFFERED CONDITIONS**

May 26, 2020

Note: Both the Planning Commission and staff recommend acceptance of the following proffered conditions, as offered by the applicant.

Except as outlined below, all other conditions of Case 19SN0571 shall remain in force and effect. With the approval of this request, the following conditions are being amended:

With the approval of this request, Proffered Condition 1 and Textual Statement Item II of Zoning Case 19SN0571 shall be amended as follows:

1. Master Plan. The Master Plan for the Property shall consist of the following, which are made a part of these proffered conditions by this reference thereto, and shall be considered the Master Plan:
  - a. The Textual Statement dated May 5, 2020.
  - b. The Conceptual Plan, Exhibit A, last revised May 19, 2020, prepared by Balzer and Associates, Inc. Development of the Property shall generally conform to the Conceptual Plan, with respect to the general layout of roads and lots, and the general location of sidewalks, open space, common area, buffers and fencing. Adjustments to the Conceptual Plan may be approved at the time of site plan review, provided such adjustments substantially retain the relationship between lots, rights of way, open space and common area. If adjustments are deemed to be significant, the Conceptual Plan shall be presented to the Planning Commission for final approval.
  - c. Conceptual Elevations, Exhibit B, last revised May 5, 2020:
    - i. Elevations 1 through 16 approved with Zoning Case 19SN0571.
    - ii. Additional elevations 17 through 28 for lots with a width of 35 feet to 45 feet.
  - d. Compiled Zoning Exhibit, Exhibit C, dated October 29, 2018, prepared by Balzer and Associates, Inc. (P)

With the approval of this request, Proffered Condition 8.c.v. of Zoning Case 19SN0571 shall be amended as follows:

2. Special Focus Units. Eight (8) units shall have an embellished front and/or corner side façade with enhanced features. These units shall typically be located on lots at the end of a street intersection and/or against common space, such as lots 1, 14, 22, 29, 37, 46, 56, and 68 on Exhibit A. As the final subdivision plat may not exactly match Exhibit A, the special focus unit lots shall be determined in conjunction with construction plan approval. Embellished facades may include a mixing of materials, gables, dormers, entryway details, shutters, or other architectural features on the exterior that enhance the entry (i.e. decorative lintels, shed roof overhangs, arches, columns, keystones, eyebrows, etc.), as depicted in Elevations 1 through 10 of Exhibit B. These eight (8) special focus units shall be inclusive of the 20% of the dwelling units as described in Proffered Condition 8.c.iv in Zoning Case 19SN0571. (P)

The Applicant offers the following proffered conditions:

3. Cluster Mailbox Units. Cluster Mailbox Units (CBU's) for mail delivery shall not be located in front or corner side yards of individual lots. The exact location of Cluster Mailbox Units shall be determined in conjunction with construction plan approval. (P)
4. Overlook. Where feasible, and in a different location than a focal point, seating to accommodate a wildlife viewshed or overlook shall be constructed within the development. Alternate designs, such as enhancement to the Cluster Mailbox areas, may be approved if overlook is not feasible due to regulations. The exact location and design shall be determined in conjunction with construction plan approval. (P)

## TEXTUAL STATEMENT

May 5, 2020

- I. Rezone from A to R-12 for the uses permitted in R-12 District with Conditional Use Planned Development (“CUPD”) to permit use and ordinance requirement exceptions, as described herein, and as provided in the accompanying proffers.
- II. Development of the lots shall conform to the following:
  - a. **Lot Area and Width.** Each lot shall have an area of not less than 4,000 square feet and a lot width of not less than thirty-five (35) feet.
  - b. **Lot Road Frontage.** A minimum twenty-five (25) feet.
  - c. **Lot Coverage.** All buildings, including accessory buildings, on any lot shall not cover more than fifty (50) percent of the lot’s area.
  - d. **Front Yard.** Minimum of twenty (20) feet in depth. Minimum setbacks shall be increased where necessary to obtain the required lot width at the front building line.
  - e. **Side Yard.** Two (2) side yards, each a minimum of five (5) feet in width.
  - f. **Corner Side Yard.** Minimum of fifteen (15) feet.
  - g. **Rear Yard.** Minimum of twenty-five (25) feet.
  - h. **Encroachments.** Bay windows and eaves may project into any yard setback up to three and a half (3.5) feet.





**EXHIBIT B – ELEVATIONS 1-28**

May 5, 2020

**EXHIBIT B - CONCEPTUAL ELEVATIONS**

Elevations 1-16 (approved with 19SN0571)

Last Revised: 5/5/2020



Elevation 1



Elevation 2





Elevation 3



Elevation 4



Elevation 5



Elevation 6



Elevation 7





Elevation 8



Elevation 9



Elevation 10



Elevation 11





Elevation 12



Elevation 13



Elevation 14



Elevation 15

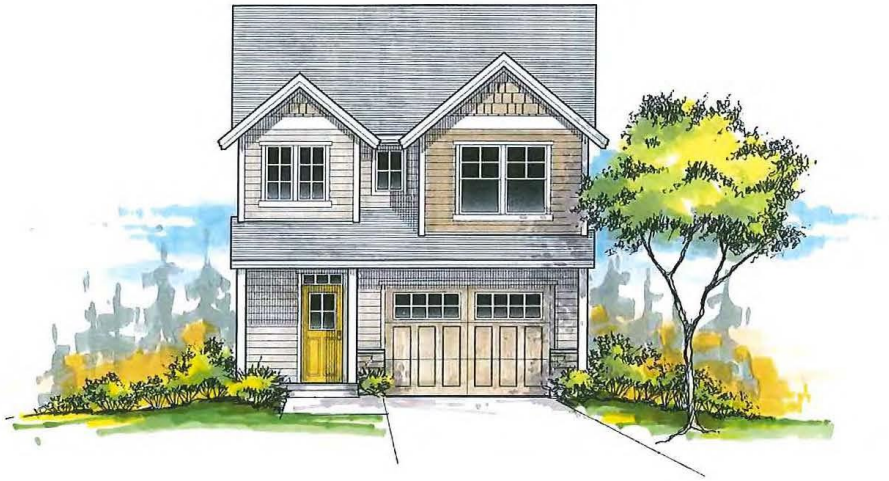


Elevation 16



## EXHIBIT B - CONCEPTUAL ELEVATIONS

Elevations 17-28 (new elevations for narrower lots)



Elevation 17



Elevation 18



Elevation 19



Elevation 20



Elevation 21



Elevation 22





Elevation 23



Elevation 24



Elevation 25



Elevation 26



Elevation 27



Elevation 28



**APPROVED CONDITIONS (CASE 19SN0571)**

## BOARD OF SUPERVISORS

## MINUTES

April 24, 2019

**Supervisors in Attendance:**

Ms. Leslie A. T. Haley, Chair  
Mr. Stephen A. Elswick, Vice Chair  
Ms. Dorothy A. Jaeckle  
Mr. Christopher M. Winslow  
Mr. James M. Holland

Dr. Joseph P. Casey  
County Administrator

**19SN0571**

In Clover Hill Magisterial District, GEM Capital, LLC and Bethany Place Baptist Church, (project commonly known as Bethany Creek) request rezoning from Agricultural (A) to Residential (R-12) on a 24.2 acre tract plus conditional use planned development to permit exceptions to ordinance requirements on 23.6 acres of this tract fronting 850 feet on the east line of South Providence Road 930 feet north of Shadymist Drive. Density will be controlled by the zoning conditions or ordinance standards. The Comprehensive Plan suggests the property is appropriate for Suburban Residential II Use (2.0 to 4.0 dwelling units per acre). Tax IDs 755-698-3729 and Part of 4828.

Ms. Jane Peterson presented a summary of Case 19SN0571 and stated a single-family residential subdivision containing a maximum of 72 lots is planned, yielding a density of 3.0 dwellings per acre. She further stated approval of a conditional use planned development is requested to permit lots with a minimum area of 6,000 square feet, integrated with common space areas. She stated exceptions to required lot widths, setbacks, and lot coverages are requested commensurate with lot size reductions. She noted both the Planning Commission and staff recommended approval because the request complies with residential densities suggested by the Plan; quality, design and architecture offered by the applicant provide for a convenient, attractive and harmonious community elevated in quality to that of the surrounding

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community; and the conditional use is located within a revitalization area.

Mr. Andy Scherzer, representing the applicant, noted the density complied with the Plan; the project incorporates common areas, open spaces and preservation of environmentally sensitive areas; multiple accesses to the development dilute traffic impacts on any one road; and barricades and signs to deter construction traffic through adjacent subdivisions have been proffered.

In response to Mr. Winslow's question, Mr. Scherzer stated Bethany Place Baptist Church owes the property and have worked carefully with the developers to establish the conditions. He also noted the appeal to road connectivity of the proposed development to the local subdivision streets was not support by the Virginia Department of Transportation.

Ms. Haley called for public comment.

There being no one to speak to the issue, the public hearing was closed.

Mr. Winslow stated the request represents a high-quality project that is affordable, would improve upon existing timbered conditions of the property, and complies with Plan densities and recommendations for housing diversity.

Mr. Winslow made a motion for the Board to approve Case 19SN0571 and accept the proffered conditions.

Mr. Holland seconded the motion and reiterated Mr. Winslow's remarks relative to the case.

Ms. Haley called for a vote on Mr. Winslow's motion, seconded by Mr. Holland, for the Board to approve Case 19SN0571 and accept the following proffered conditions:

The applicant hereby offers the following proffered conditions:

1. Master Plan. The Master Plan for the Property shall consist of the following, which are made a part of these proffered conditions by this reference thereto, and shall be considered the Master Plan:

- a. The Textual Statement dated December 3, 2018.

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- b. The Conceptual Plan, Exhibit A, last revised March 21, 2019, prepared by Balzer and Associates, Inc. Development of the Property shall generally conform to the Conceptual Plan, with respect to the general layout of roads and lots, and the general location of sidewalks, pathways, open space, common area, buffers and fencing. Adjustments to the Conceptual Plan may be approved at the time of site plan review, provided such adjustments substantially retain the relationship between lots, rights of way, open space and common area. If adjustments are deemed to be significant, the Conceptual Plan shall be presented to the Planning Commission for final approval. (P)
- c. Conceptual Elevations 1 through 16, Exhibit B, dated November 19, 2018.
- d. Compiled Zoning Exhibit, Exhibit C, dated October 29, 2018, prepared by Balzer and Associates, Inc. (P)
- 2. Density. The maximum density shall not exceed seventy-two (72) dwelling units. (P)
- 3. Utilities. Public water and wastewater systems shall be used. (U)
- 4. Dwelling Size. The minimum gross floor area of each dwelling unit shall be 1,100 square feet for one-story and 1,300 square feet for more than one-story. (P)
- 5. Road Improvements. In conjunction with the initial development, the following road improvements shall be completed, as determined by the Transportation Department.
  - a. Construction of left and right turn lanes along S. Providence Road at the approved access, in accordance with Transportation Department standards;
  - b. Widening/improving the east side of S. Providence Road to a eleven (11) foot wide travel lane, measured from the centerline of

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the existing pavement, with an additional four (4) foot wide paved shoulder and overlaying the full width of the road with one and a half (1.5) inch of compacted bituminous asphalt concrete, with any modifications approved by the Transportation Department, for the entire Property frontage; and

c. Dedication to Chesterfield County, free and unrestricted, of any additional right-of-way (or easements) required for the improvements identified above. (T)

6. Right of Way Dedication. In conjunction with recordation of the initial subdivision plat or within sixty (60) days from a written request by the Transportation Department, forty-five (45) feet of right-of-way along the east side of S. Providence Road measured from the centerline of the part of the roadway immediately adjacent to the Property shall be dedicated, free and unrestricted, to and for the benefit of Chesterfield County. (T)

7. Access. Direct vehicular access from the Property to South Providence Road shall be limited to one (1) entrance/exit with the exact location approved by the Transportation Department. (T)

8. Architectural/Design Elements.

a. Driveways/Sidewalks.

i. Driveways. All portions of driveways and parking areas shall be brushed concrete, stamped concrete, exposed aggregate concrete, asphalt or decorative pavers.

ii. Front Walks. A minimum of a three (3) foot wide concrete front walk shall be provided to the front entrance of each dwelling unit, to connect to drives, sidewalks or street.

iii. Sidewalks. Sidewalks shall be provided on both sides of all public streets.

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- iv. Lamp Posts. One lamp post shall be provided for each lot and shall generally be located where the driveway intersects with the sidewalk.
- b. Landscaping.
  - i. Streetscape. Large deciduous trees, with a caliper of 2.5 inches for non-native species and 2 inches for native species at time of planting, shall be provided along both sides of all public streets as generally shown on Exhibit A, except where there is a conflict with utilities, sightlines, and driveway areas.
  - ii. Front Yards. All front and corner side yards shall be sodded and irrigated.
  - iii. Front Foundation Planting Beds. Foundation planting is required along the entire front façade of all dwelling units. Foundation planting beds shall be a minimum of four (4) feet wide from the unit foundation. Planting beds shall include medium shrubs spaced a maximum of four (4) feet apart. The plant materials used should visually soften the unit corners and complement the architecture of the home at their mature sizes.
  - iv. Fence.
    - 1. A six-foot-tall solid fence constructed of low maintenance material, such as vinyl, composite or pressure treated lumber, shall be installed along the common boundary with Tax ID 755-698-4828, as shown on Exhibit A.
    - 2. A four-foot-tall fence constructed of black clad chain link shall be installed along the boundary line adjacent to Tax ID's 755-698-6878, as shown on Exhibit A. (P)
- c. Architecture and Materials.

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- i. Conceptual Elevations. Development of the dwelling units shall be in general conformance with the architectural appearance as shown in Exhibit B.
- ii. Foundations. All exposed portions of the foundation of each dwelling unit shall be faced with brick or stone veneer. Stepping the siding down below the first floor shall only be permitted in circumstances of unique topographical conditions such as high crawl space or basement foundations. Step downs shall be permitted on the side and rear elevations only, with a maximum of two (2) steps permitted on any elevation, and with a minimum separation of eight (8) feet between steps. A minimum of 24 inches of exposed brick or stone shall be required, unless a lesser amount is approved by the Planning Department due to unique design circumstances. If the dwelling unit is constructed on a slab, brick or stone shall be employed around the base of the front and corner side of the dwelling unit a minimum twenty-four (24) inches and on the sides and rear of the dwelling unit a minimum eight (8) inches above grade so as to give the appearance of a foundation.
- iii. Front Porches/Stoops. All front entry stoops and front porches shall be constructed with continuous masonry foundation wall or on 12" x 12" masonry piers, with brick or stone veneer. Extended front porches shall be a minimum of four (4) feet deep. Space between piers under porches shall be enclosed with framed lattice panels. Handrails and railings shall be finished painted wood, vinyl rails or metal rail systems with vertical pickets or swan balusters. Pickets shall be supported on top and bottom rails that span between columns.

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- iv. Exterior Facades. Acceptable siding materials include brick, stone, masonry, vinyl siding and approved horizontal lap siding, or a combination thereof. Horizontal lap siding may be manufactured from natural wood or cement fiber board or may be premium quality vinyl siding with a minimum wall thickness of 0.042 inches. Plywood and metal siding are not permitted. A minimum of 20% of the dwelling units shall employ a combination of acceptable siding materials, including masonry as at least one of the materials.
- v. Special Focus Units. Eight (8) units shall have an embellished front and/or corner side façade with enhanced features. These units shall typically be located on lots at the end of a street intersection and/or against common open space, such as lots 1, 7, 37, 41, 46, 55, 62 and 69 on Exhibit A. As the final subdivision plat may not exactly match Exhibit A, the special focus unit lots shall be determined in conjunction with construction plan approval. Embellished facades may include a mixing of materials, gables, dormers, entryway details, shutters, or other architectural features on the exterior that enhance the entry (i.e. decorative lintels, shed roof overhangs, arches, columns, keystones, eyebrows, etc.), as depicted in Elevations 1 through 10 of Exhibit B. These eight (8) special focus units shall be inclusive of the 20% of the dwelling units as described in Proffered Condition 8.c.iv above.
- vi. Repetition. Dwelling units with the same elevation, not including the same style (Craftsman, Farmhouse, etc.), shall not be located adjacent to or directly across from each other on the same street. This requirement does not apply to units on different streets backing up to each other.

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- vii. Roof Materials. Roofing material shall be dimensional architectural shingles, standing seam metal, or better with a minimum 30-year warranty.
- d. Garages. If garages are provided, the following shall be required.
  - i. A maximum of 24 homes may have garages that extend a maximum of fifteen (15) feet from the front line of the finished living space of the main dwelling unit.
  - ii. The remainder of the homes may have garages that extend a maximum of five (5) feet from the front line of the finished living space of the main dwelling unit.
  - iii. All front-loaded garages, and side-loaded garages on corner lots, shall use an upgraded garage door. An upgraded garage door is any door with a minimum of two (2) enhanced features. Enhanced features may include windows, raised panels, decorative panels, arches, hinge straps, or other architectural features on the building exterior adjacent to the garage door the enhance the entry (i.e. decorative lintels, shed roof overhangs, arches, columns, keystones, eyebrows, etc.).
- e. Heating, Ventilation and Air Conditioning (HVAC) Units and House Generators. Units shall initially be screened from view of public roads by landscaping or fencing or lattice-work with a maximum height of forty-two inches (42").
- f. Fireplaces, Chimneys and Flues.
  - i. Chimneys. Fireplace chimney chases shall be constructed of brick or stone, or with a façade matching the adjacent façade material.

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- ii. Direct Vent Fireplaces. Direct vent gas fireplace boxes, which protrude beyond the exterior face of the unit, are not permitted on front facades. All the exterior materials and finishes used to enclose the fireplace box must match the adjacent façade material.
  - g. Mailboxes. Individual lot mailboxes, or cluster mailboxes, and supporting posts shall be of a consistent design and color throughout the development. The boxes and posts shall be made of low maintenance material, as approved by the Planning Department at the time of plan review. (P)
9. Buffer. A forty (40) foot buffer, in accordance with the requirements of the Zoning Ordinance shall be provided along the parking lot serving the adjacent church, as shown on Exhibit A. This buffer area, approximately 0.630 acres, shall be maintained by the property owner of Parcel A, as shown on Exhibit C. (P)
10. Homeowners Association. Restrictive covenants shall be recorded, and a Homeowners Association established for the enforcements of such covenants, to limit the use as specified herein. The restrictive covenants shall include an access and landscape maintenance easement agreement between the property owner of Parcel A, as shown on Exhibit C, and the Homeowners Association for the forty (40) foot buffer described in Proffered Condition 9. The restrictive covenants shall also include a prohibition on the parking of boats and/or recreational vehicles in the front or side yards of the homes in the development. (P)
11. Tree Preservation.
- a. A minimum twenty (20) foot tree preservation strip shall be maintained in open space along the southern property line, adjacent to the Providence Pines Subdivision, specifically Tax ID's 755-697-5983, 755-697-6781, 755-697-7679, 755-697-9080, 756-697-0079, 756-697-0976, 756-

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697-2577, and 756-697-4276 as shown on Exhibit A.

- b. A minimum ten (10) foot tree preservation strip shall be maintained in open space along the eastern property line, adjacent to the Three Pines Subdivision, specifically Tax ID's 7566975472, 7566976078, 7566976783, and 7566977488 as shown on Exhibit A.
  - c. All trees greater than six inches in caliper (as measured 6 inches above grade) within the Tree Preservation Area shall be retained. Utility or drainage easements shall be permitted to cross this tree preservation strip generally in a perpendicular fashion. Evergreen trees calculated at one per 30' to be planted in open area within the preservation strip. A plan depicting this planting requirement shall be reviewed and approved by the Planning Department at time of plans review. (P)
  - d. Native shrubs shall be planted along the eastern property line, adjacent to Tax ID 756-698-9706, as shown on Exhibit A. Exact design and location of the native shrub plantings shall be approved by the Planning Department prior to subdivision approval. (P)
12. Post Development Discharge Rates. The maximum post-development discharge rate for the 100-year storm shall be based on the maximum capacity of the existing facilities downstream, and the established 100-year backwater and/or floodplain shall not be increased. On-site detention of the post-development 100-year discharge rate to below the pre-development 100-year discharge rate may be provided to satisfy this requirement. (EE)
13. Drainage. No impervious areas shall flow through the properties to the northwest, identified as Tax IDs 755-698-4968 and 755-698-6878, or Three Pines Section 2. (EE)
14. Focal Point(s). A minimum of 0.15 acre of common area shall be provided within this property to provide a focal point(s). Part of the focal point(s) shall be hardscaped and have benches and other amenities that accommodate and facilitate gatherings. The focal point(s) shall be developed

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concurrent with the phase of development where the focal point(s) is located. (P)

15. Construction Signage. Prior to any land disturbance on the Property, sign(s) shall be installed by the owner/developer at the S. Providence Road and Shadymist Drive intersection and the Hicks Road and Mountain Pine Boulevard intersection to deter construction traffic from accessing the Property through the Providence Pines and Three Pines subdivisions. Sign(s) shall be posted in English and Spanish that is clearly legible from the public right of way. Such sign(s) shall be maintained by the owner/developer and shall remain until construction activity is complete as determined by the Planning Department. (P)
16. Temporary Barricade. Prior to any development occurring on the property, temporary barricades shall be provided and maintained on the property adjacent to right of ways, known as Treewood Lane and Pinchot Street (the "Stub Roads"), to prevent all traffic from accessing the Property via the Stub Roads. The temporary barricades shall be removed prior to the issuance of the 50<sup>th</sup> certificate of occupancy. (P & T)

Ayes: Haley, Elswick, Jaeckle, Winslow and Holland.  
Nays: None.

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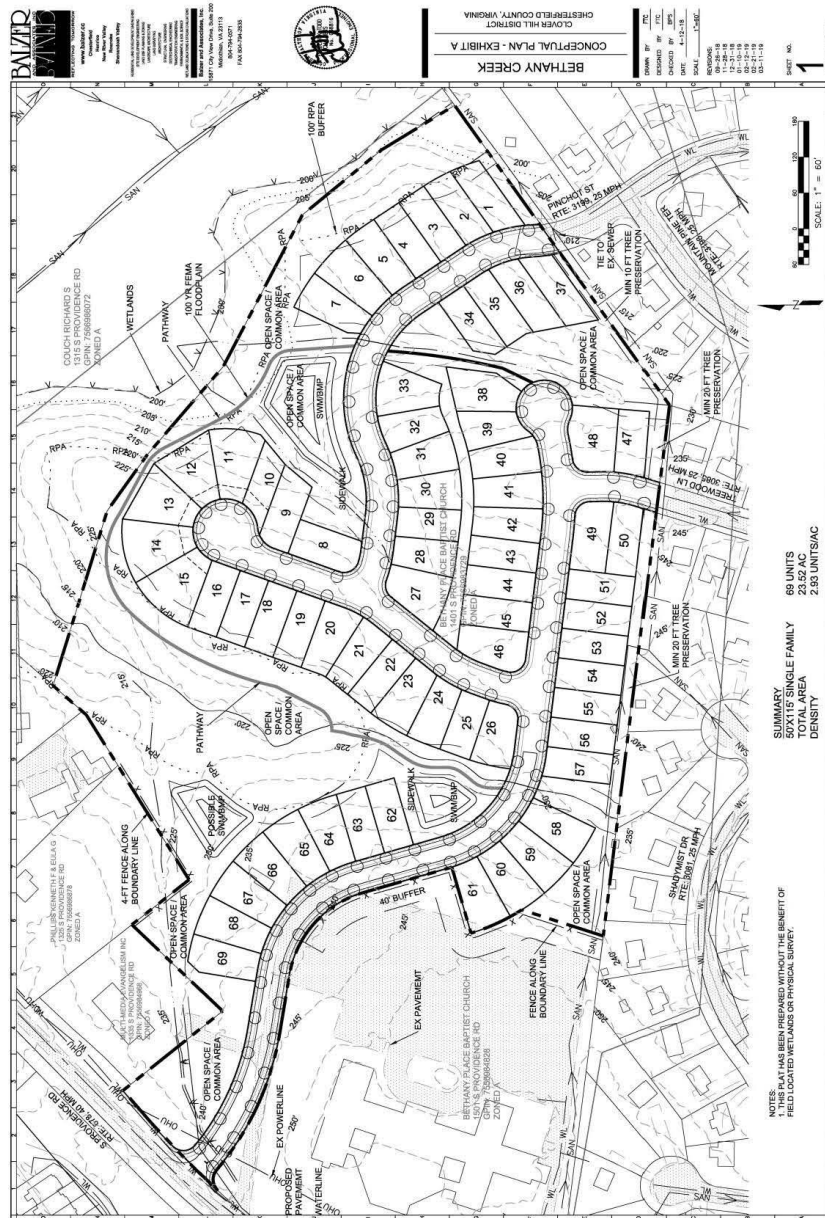
## TEXTUAL STATEMENT

December 3, 2018

- I. Rezone from A to R-12 for the uses permitted in R-12 District with Conditional Use Planned Development ("CUPD") to permit use and ordinance requirement exceptions, as described herein, and as provided in the accompanying proffers.
- II. Development of the lots shall conform to the following:
  - a. Lot Area and Width. Each lot shall have an area of not less than 6,000 square feet and a lot width of not less than forty-five (45) feet.
  - b. Lot Coverage. All buildings, including accessory buildings, on any lot shall not cover more than fifty (50) percent of the lot's area.
  - c. Front Yard. Minimum of twenty (20) feet in depth. Minimum setbacks shall be increased where necessary to obtain the required lot width at the front building line.
  - d. Side Yard. Two (2) side yards, each a minimum of five (5) feet in width.
  - e. Corner Side Yard. Minimum of fifteen (15) feet.
  - f. Rear Yard. Minimum of twenty-five (25) feet.
  - g. Encroachments. Bay windows and eaves may project into any yard setback up to three and a half (3.5) feet.

## EXHIBIT A – CONCEPTUAL PLAN

March 11, 2019



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19SN0571-2019APR24-BOS-RPT

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20SN0592-2020JUL22-BOS-RPT

EXHIBIT B – ELEVATIONS 1-16  
November 19, 2018



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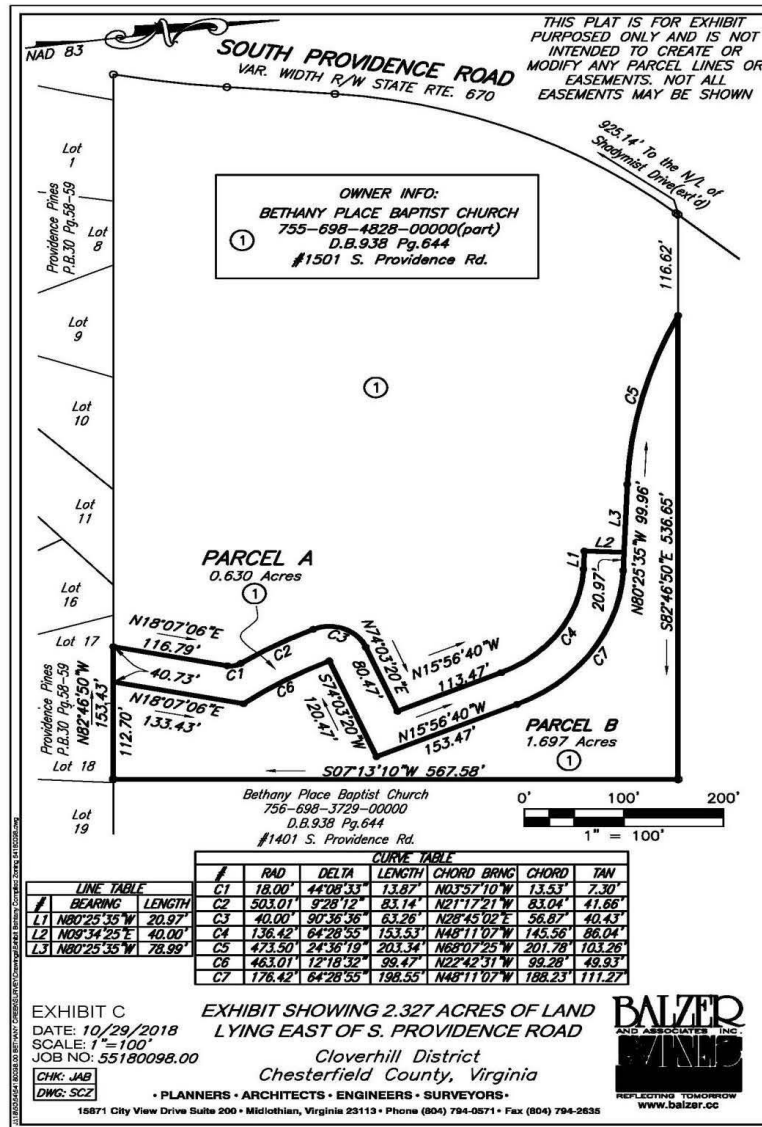
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20SN0592-2020JUL22-BOS-RPT



## EXHIBIT C – COMPILED ZONING EXHIBIT (BUFFER)

February 25, 2019



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19SN0571-2019APR24-BOS-RPT

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20SN0592-2020JUL22-BOS-RPT

205n 0592

ZONING OPINION NUMBER: 20ZO0346



**DISCLOSURE AFFIDAVIT**  
**LAND USE APPLICATION**

I, Anne Miller, do hereby swear or affirm that to the best of my knowledge and belief, the following information is true:

1. I am the Agent for the land use amendment on the property identified as Parcel ID Number(s):

755-698-4828-00001

756-698-3729

and am requesting Amend Prior Case

2. With the exception of governmental entities and public service companies owning recorded easements over the Subject Property which is the subject of the land use amendment application referred to in Paragraph 1, the following is a list of the names and addresses of all persons owning any legal or equitable interest in the Subject Property as a title owner, lessee, easement owner, contract purchaser, assignee, optionee, licensee or noteholder, including trustees, beneficiaries of trusts, general partners, limited partners and all other natural or artificial persons:

<u>NAME</u>	<u>ADDRESS</u>	<u>TYPE OF OWNERSHIP</u>
Bethany Place Baptist Church	1501 South Providence Road, N. Chesterfield VA 23236	Title Owner
GEM Capital LLC	8100 Three Chopt Road, Suite 113, Richmond , VA, 23229	Contract Purchaser

3. I hereby certify that the following corporations disclosed in Paragraph 2 are regularly traded on a stock exchange or in the over the counter market or have more than 100 shareholders:

4. I hereby certify that after the exercise of due diligence, I have been unable to learn the identities of the owners of the following corporations, partnerships, joint ventures, trusts or other artificial persons disclosed in Paragraph 2:

5. The following is a list of the names and addresses of all natural or artificial persons owning an interest in any corporation, partnership, joint venture, trust or other artificial person disclosed in Paragraph 2 (other than those listed in Paragraph 3 or Paragraph 4) which has a total of ten or fewer shareholders, partners, beneficiaries or owners:

<u>NAME</u>	<u>ADDRESS</u>	<u>NAME OF ARTIFICIAL PERSON</u>
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6. The following is a list of the names and addresses of all natural or artificial person owning 10% or more of any class of stock issued by a corporation or an interest of 10% or more in any partnership, joint venture, trust or other artificial person disclosed in Paragraph 2 (other than those listed in Paragraph 3 or 4):

<u>NAME</u>	<u>ADDRESS</u>	<u>NAME OF CORPORATION</u>
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Bill Skipwith, Trustee	8736 Trevillian Road, N. Chesterfield VA 23235-4104	BETHANY PLACE BAPTIST CHURCH
Robert (Bob) Glover, Trustee	1850 Bracken Road, N. Chesterfield VA 23236-2131	BETHANY PLACE BAPTIST CHURCH
Thomas Winston Parker, Trustee	3610 Becket Drive, Chesterfield, VA 23832-8501	BETHANY PLACE BAPTIST CHURCH
G. Edmond (Ned) Massie IV	12283 Fieldcrest Lane, Ashland, VA 23005	GEM Capital LLC
Ellen H. Massie	12283 Fieldcrest Lane, Ashland, VA 23005	GEM Capital LLC

7. If any of the persons disclosed in Paragraphs 5 or 6 above is a corporation, partnership, joint venture, trust or other artificial person, the following is a list of all members of the Board of Supervisors of Chesterfield County, the Chesterfield County Planning Commission or their immediate households owning any interest in the Subject Property as a title owner, easement owner, contract purchaser, lessee, assignee, optionee or licensee, either individually or by ownership of an interest in a corporation, trust, partnership, joint venture or other artificial person owning any such interest:

<u>CORPORATION/ ARTIFICIAL PERSON</u>	<u>NAME OF HOUSEHOLD MEMBER</u>	<u>NAME OF SUPERVISOR OR COMMISSIONER</u>	<u>DESCRIPTION OF OWNERSHIP INTEREST</u>
-------------------------------------------	-------------------------------------	-----------------------------------------------	----------------------------------------------

8. If any of the persons disclosed in Paragraphs 5 or 6 above is a corporation, partnership, joint venture, trust or other artificial person, I hereby certify that no member of the Board of Supervisors of Chesterfield County, the Chesterfield County Planning Commission or their immediate households, other than those Supervisors, Commissioners or household members named in Paragraph 7 above, owns any interest in the Subject Property as a title owner, easement owner, contract purchaser, lessee, assignee, optionee or licensee, either individually or by ownership of an interest in a corporation, trust, partnership, joint venture or other artificial person owning any such interest.

9. Prior to every public hearing in connection with the land use amendment application referred to in Paragraph 1 above, I will file a revised Zoning Disclosure Affidavit if there has been any change in the information set forth above.

WITNESS the following signature

Signature: Anne Miller  
Anne Miller

STATE OF Virginia

COUNTY/CITY OF Chesterfield to-wit:

This day Anne Miller personally appeared before

me, Shelli Lynn Fenstermacher, a Notary Public in and for the County and State

aforesaid, and swore or affirmed that the matters stated in the foregoing Zoning Opinion Disclosure Affidavit are true to the best of his/her knowledge and belief.

Given under my hand this 12<sup>th</sup> day of March, 2020.

Shelli Lynn Fenstermacher  
Notary Public

Registration No. 7297274

My Commision expires: 3/31/2021

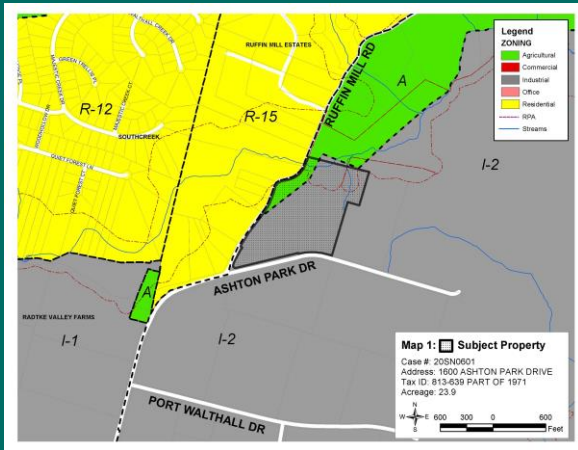


**20SN0601**  
**Bermuda**  
**Carrie E. Coyner Trustee**

Amendment of zoning approval (Case 87SN0174)  
relative to a buffer.

**This is Case 20SN0601 in the Bermuda Magisterial District. The applicant, Carrie E. Coyner Trustee, requests amendment of zoning approval (Case 87SN0174) relative to a buffer along Ruffin Mill Road.**

# 20SN0601 - Overview



- Amendment to Case 87SN0174
- Reduce buffer from 200' to 100'
- Proposal more consistent with current Ordinance requirements
- As conditioned, visual impacts mitigated
- Staff supportive of request

The request includes a 23.9-acre parcel at in the northeast quadrant of Ruffin Mill Road and Ashton Park Drive.

A construction contractor's office with a shop and storage yard is planned as a permitted use in the General Industrial (I-2) District. The applicants are requesting to amend Case 87SN0174 which required a 200' buffer along Ruffin Mill Road. This buffer reduction will accommodate a storage yard and an approximately 10,000 sq. ft. storage building.

Staff is supportive of this request as:

- Proffered conditions offered by the applicant providing a 100' buffer, an evergreen hedgerow and fencing along a large portion of Ruffin Mill Road would exceed the setbacks and landscaping required by today's Ordinance standards for development in the I-2 District.
- Significant mature trees and vegetation exist within the proposed 100-foot buffer along Ruffin Mill Road
- Both natural and man-made grade changes exist along Ruffin Mill



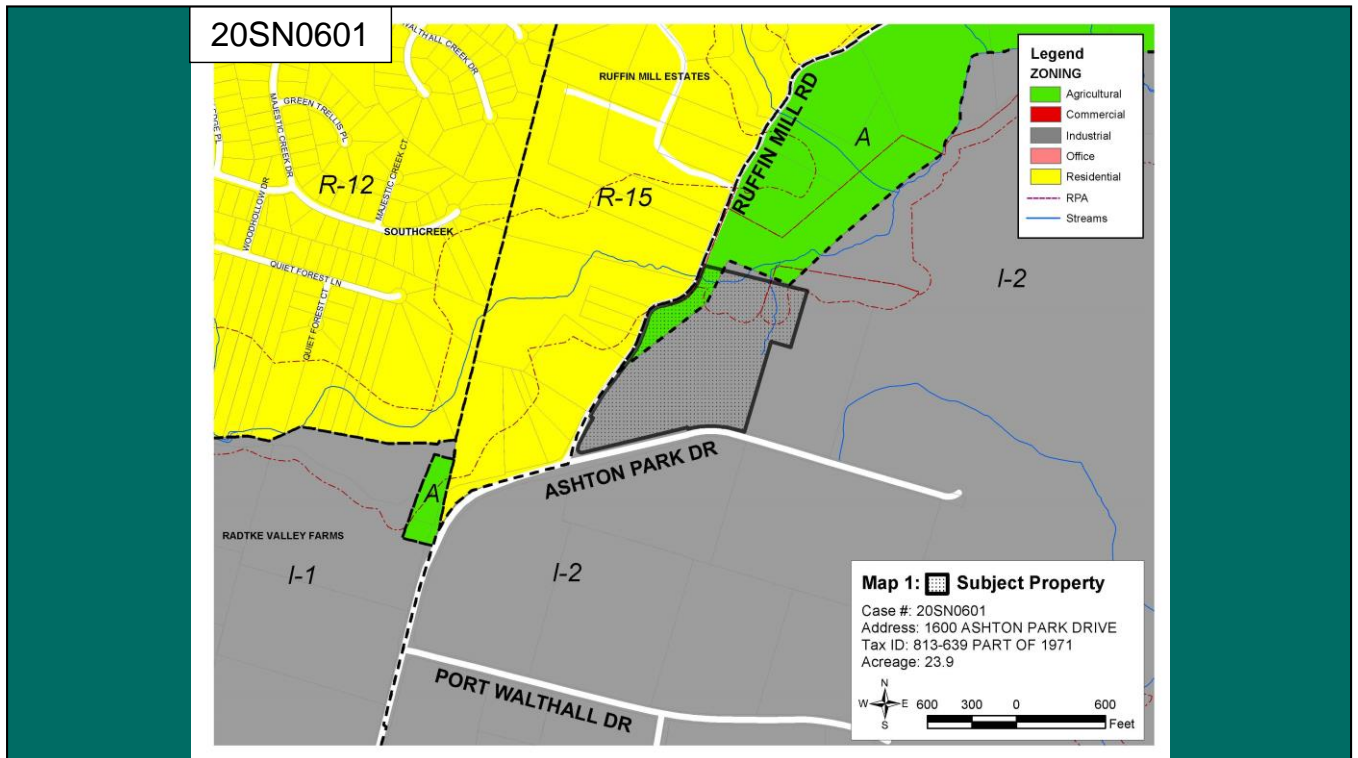
**Road, and**

- **Proposed storage areas will be located 400 feet or further from the nearest residential properties.**

**All of these items mitigate the visual impacts of the proposed development on surrounding properties and from Ruffin Mill Road.**

**The applicant is also providing additional protections along Ashton Park Drive in the form of berms and fencing in addition to the required setback and landscaping.**

**End**

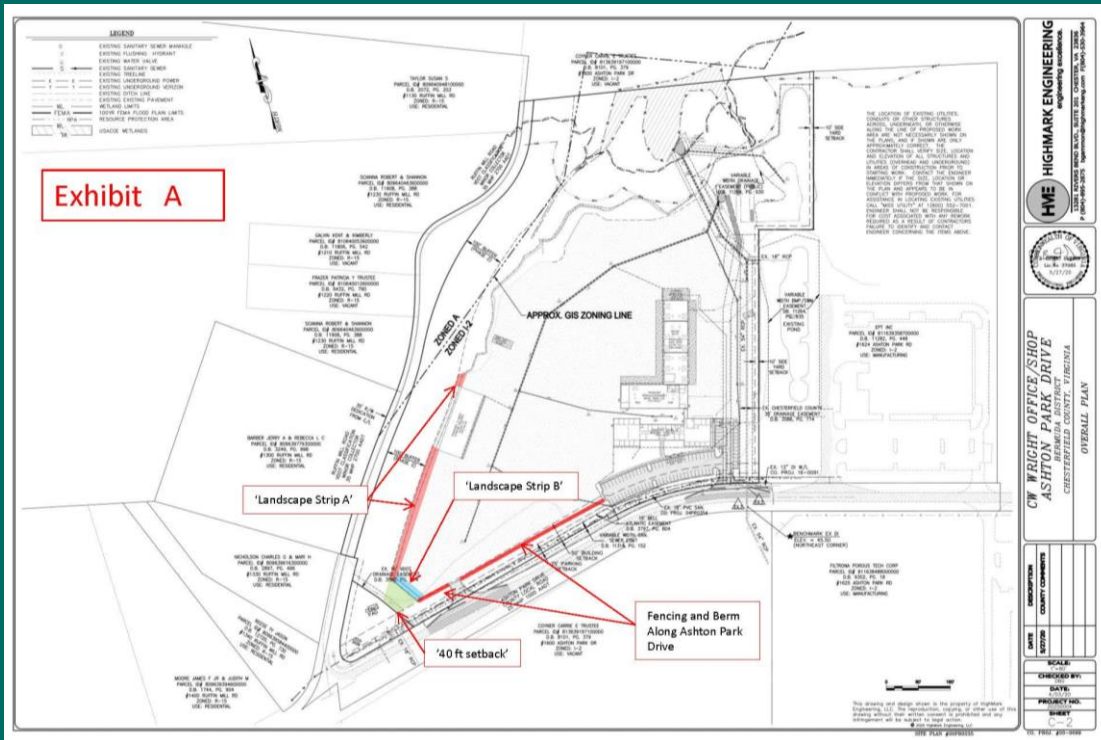


The subject property is located in the northeastern quadrant of Ruffin Mil Road and Ashton Park Drive. Properties to the north are occupied by vacant industrial lands mostly occupied by a stream and RPA. A single-family use occupied the property north of the stream. Properties to the east are occupied by industrial uses or are vacant and zoned for future industrial use. The future water treatment plant that the Commission approved last year is further to the east. Single family homes on larger wooded parcels occupy the properties to the west across Ruffin Mill Road. Properties to the south are occupied by industrial uses or are vacant and zoned for future industrial use.



**This is an aerial image of the property.**

**A construction contractor's office, shop and storage yard is planned, as permitted by-right in the General Industrial (I-2) District. Conditions of zoning (Case 87SN0174) require a 200-foot buffer along the property's frontage adjacent to Ruffin Mill Road. The applicant is requesting to reduce the required 200-foot buffer to 100 feet in order to develop a storage yard as well as a storage building containing approximately 10,000 square feet or gross floor area.**



This is the proposed site layout for the property. The area which is subject to the buffer amendment is along the western side of the along Ruffin Mill Road.

Screening will be provided by an 8-foot fence and an evergreen hedgerow extending approximately 630 linear feet along the southwestern side of the site adjacent to the 100-foot buffer along Ruffin Mill Road. While this proposal does not specifically include a request for relief from the screening requirement along Ruffin Mill Road, the applicant will be required to address screening of the areas north of the area labeled as Landscape Strip A at the time of Site Plan review. The method of screening employed will depend on visibility of the storage yard upon final clearing and grading of this portion of the site. I would like to note that there is no requirement for a buffer under current Ordinance standards along a portion of the northwestern portion of the site as that portion is zoned Agricultural (A) with a Land Use Plan designation for Industrial use. The areas north of the proposed building have dense vegetation and some environmental areas that cannot be disturbed. Natural and man-made ridges along Ruffin Mill Road along with that existing vegetation obstruct any views into the site in this northern area. The 100-foot buffer along with the landscaping and screening proffered in this case would be above and

beyond current Ordinance requirements.

In addition to the provisions along Ruffin Mill Road, an 8-foot fence and an evergreen hedgerow is also proposed adjacent to the 40-foot setback at the southwestern corner of the site in order to mitigate views into the site from the intersection of Ruffin Mill Road and Ashton Park Drive. Storage areas along Ashton Park Drive are not required to be screened however the applicants are providing a 4-foot tall berm and an 8-foot fence in addition to the required 25-foot setback and perimeter landscaping. While this treatment would not completely screen the storage yard, it would soften views from this street and would be above and beyond current Ordinance requirements.

## **Recommend Approval**

- Landscaping and screening offered by the applicant as well as existing topography and vegetation minimizes impacts on area development
- Proposal would be more consistent with current Ordinance standards for development in the I-2 District

**Staff recommends approval of this request as:**

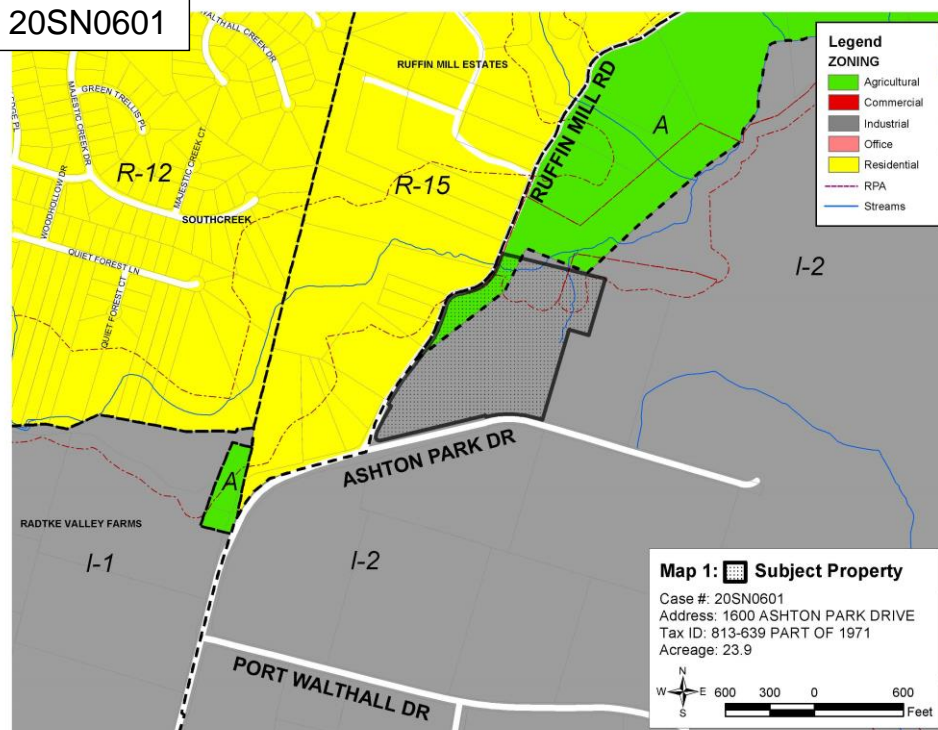
- The 100-foot buffer, evergreen hedgerow and screening offered by the applicant would exceed the current setback and landscaping requirements for an I-2 use.
- Significant mature trees and vegetation exist within the proposed 100-foot buffer and along Ruffin Mill Road,
- Both natural and man-made grade changes exist along Ruffin Mill Road, and
- Proposed storage areas would be 400 feet or further from the nearest residential properties,

all of which would minimize views into the site and mitigate impacts on surrounding properties and roads. The applicant is also providing additional protections along Ashton Park Drive in the form of berms and fencing in addition to the required setback and landscaping.

The Commission with a unanimous vote recommended approval of the case at their June 16 hearing. One citizen representing 11 owners in the Ruffin Mill Estates subdivision spoke in opposition to the case.



20SN0601



**CASE NUMBER: 20SN0601**  
**APPLICANT: Carrie E. Coyner Trustee**

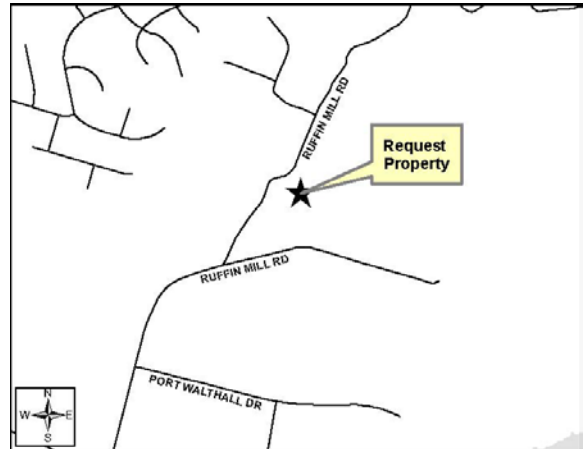


**CHESTERFIELD COUNTY, VIRGINIA**  
**BERMUDA DISTRICT**

**STAFF'S ANALYSIS  
AND RECOMMENDATION**

**Board of Supervisors (BOS) Hearing:**  
 JULY 22, 2020  
**BOS Time Remaining:**  
 365 DAYS

**Applicant's Contact:**  
 KERRY HUTCHERSON (804-748-3600)  
**Planning Department Case Manager:**  
 ANDREW NOXON (804-748-1086)



23.9 Acres – 1600 Ashton Park Drive

**REQUEST**

Amendment of zoning approval (Case 87SN0174) relative to a buffer.

**Notes:**

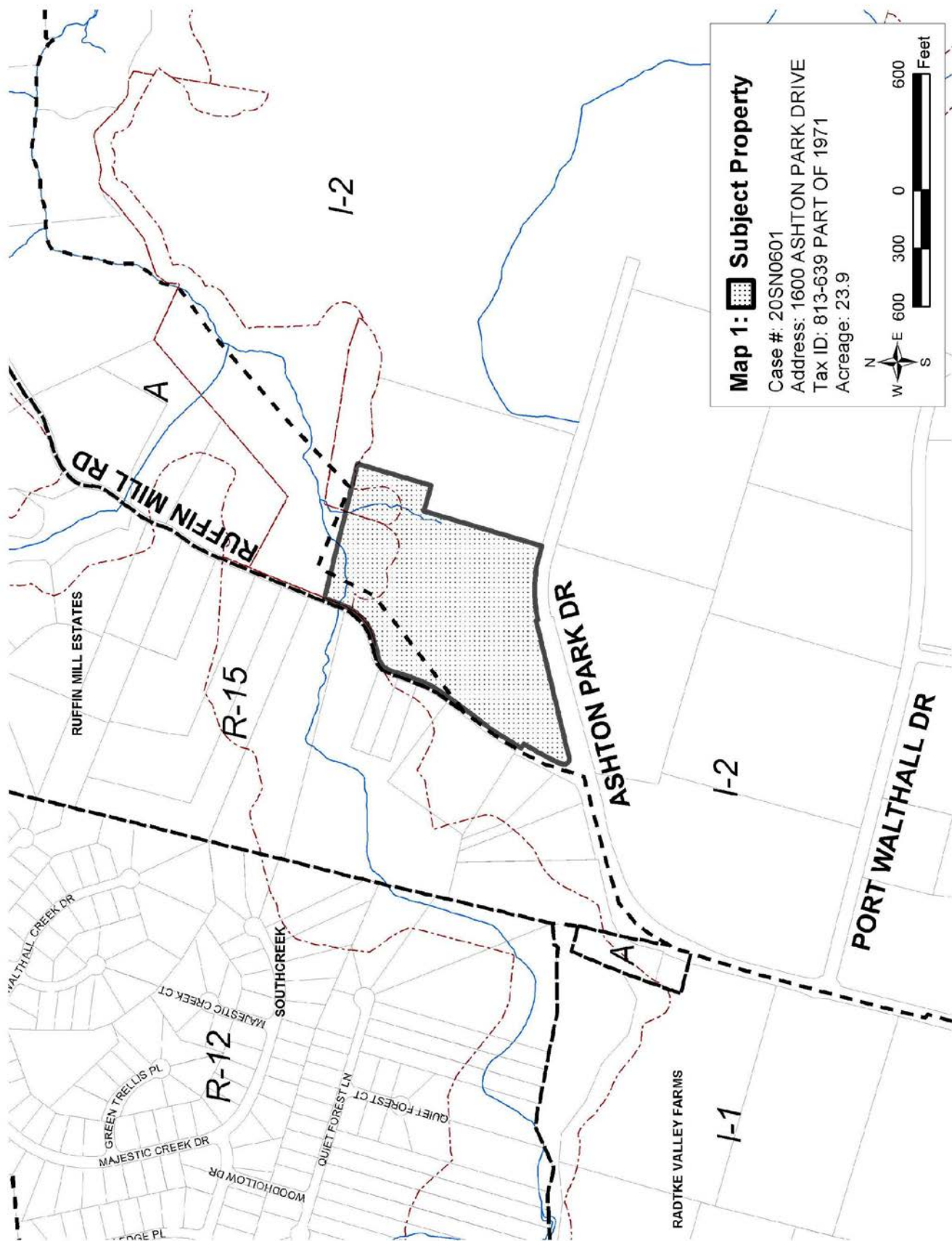
- A. Conditions may be imposed or the property owners may proffer conditions.
- B. Proffered conditions, Conditions and an Exhibit are located in Attachments 1 - 3.

**SUMMARY**

A construction contractor's office with a shop and storage yard is planned as a permitted use in the General Industrial (I-2) District. The applicant proposes to amend Condition 6 of Case 87SN0174 in order to reduce the required 200-foot buffer adjacent to Ruffin Mill Road to 100 feet. The proposed buffer reduction will accommodate the location of a storage yard and (1) storage building.

**RECOMMENDATIONS**

PLANNING COMMISSION	APPROVAL
STAFF	PLANNING – APPROVAL <ul style="list-style-type: none"> <li>Proffered conditions providing landscaping and screening as well as existing topography and vegetation minimizes impacts on area development</li> <li>Proposed buffer reduction would be more consistent with current Ordinance standards for development in the I-2 District</li> </ul>

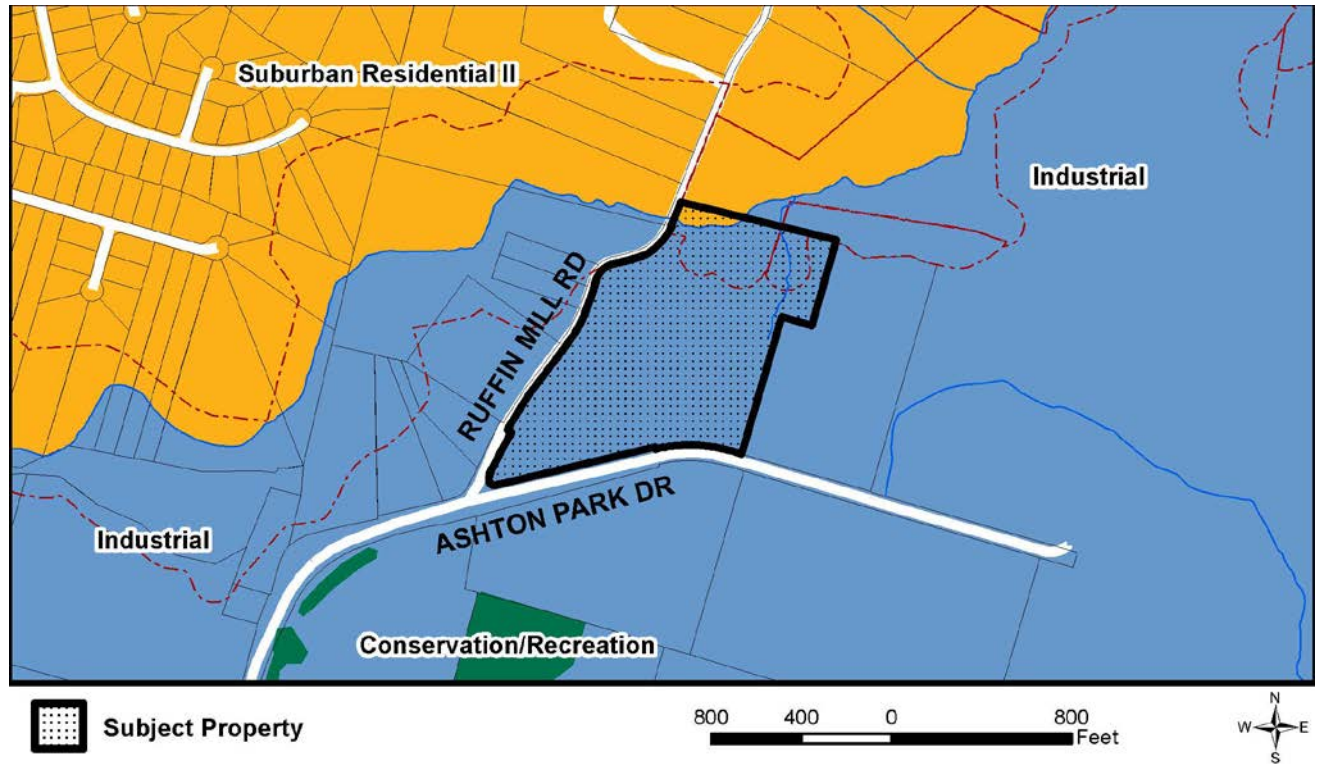




## Comprehensive Plan

### Classifications: INDUSTRIAL AND SUBURBAN RESIDENTIAL II

The Industrial designation suggests the majority of the property is appropriate for moderate to intense manufacturing uses generally dependent upon processing of raw materials and containing outside storage areas. A small portion of the property (northernmost corner) is appropriate for residential development with 2.0 – 4.0 dwellings per acre.



### Surrounding Land Uses and Development



## PLANNING

Staff Contact: Drew Noxon (804-748-1086) noxona@chesterfield.gov

### Zoning History

Case Number	Request
87SN0174 Approved (11/1987)	<ul style="list-style-type: none"><li>• Rezoning from Agricultural (A) to General Industrial (I-2)</li><li>• Conditional Use Planned Development for bulk ordinance exceptions</li><li>• 200-foot buffer for I-2 uses along property lines and adjacent to Ruffin Mill Road.</li></ul>

### Proposal

A construction contractor's office, shop and storage yard is planned, as permitted by-right in the General Industrial (I-2) District. Conditions of zoning (Case 87SN0174) require a 200-foot buffer along the property's frontage adjacent to Ruffin Mill Road. The applicant is requesting to reduce the required 200-foot buffer to 100 feet in order to develop a storage yard as well as a storage building containing approximately 10,000 square feet of gross floor area.

Screening will be provided by an 8-foot fence and an evergreen hedgerow extending approximately 630 linear feet along the southwestern side of the site adjacent to the 100-foot buffer along Ruffin Mill Road (Proffered Condition 2). While this proposal does not specifically include a request for relief from the screening requirement along Ruffin Mill Road, the applicant will be required to address screening of the areas north of the proposed building at the time of Site Plan review. The method of screening employed will depend on visibility of the storage yard upon final clearing and grading of this portion of the site.

An 8-foot fence and an evergreen hedgerow (Proffered Condition 5) is also proposed adjacent to the 40-foot setback (Proffered Condition 4) at the southwestern corner of the site in order to mitigate views into the site from the intersection of Ruffin Mill Road and Ashton Park Drive. Storage areas along Ashton Park Drive are not required to be screened however the applicants are providing a 4-foot tall berm and an 8-foot fence in addition to the required 25-foot setback and perimeter landscaping (Proffered Condition 6). While this treatment would not completely screen the storage yard, it would soften views from this street.

Staff is supportive of the proposed buffer reduction for the following reasons:

- Current Ordinance standards require a 75-foot setback with Perimeter Landscaping B adjacent to Ruffin Mill Road, as well as screening of outdoor storage. The 100-foot buffer, evergreen hedgerow and screening (Proffered Condition 2 and Attachment 2) would exceed the current setback and landscaping requirements for an I-2 use in the Emerging Growth Design District.
- Significant mature trees and vegetation exist within the proposed 100-foot buffer along Ruffin Mill Road which will mitigate views into the proposed storage areas.
- Both natural and man-made grade changes along Ruffin Mill Road aid in obstructing views into the site.
- Proposed storage areas will be located 400 feet or further from nearby residential structures.

## **VIRGINIA DEPARTMENT OF TRANSPORTATION**

Staff Contact: Willie Gordon (804-674-2907) [willie.gordon@vdot.virginia.gov](mailto:willie.gordon@vdot.virginia.gov)

The Applicant proposes to amend Zoning Case 87SN0174 to modify Proffered Condition #6 to reduce the buffer for General Industrial from 200 feet to 100 feet. The proposal has no direct impact to state right of way at this time but VDOT offers the following comments.

- All proposed commercial entrances will be subject to VDOT Access Management minimum spacing criteria and subject to minimum commercial entrance design standards.
- During the site plan review process, VDOT will require trip generations based on the new impacts to traffic, with turn lane warrants analysis.

Additional comments may be generated during the site plan process.

## **FIRE AND EMERGENCY MEDICAL SERVICES**

Staff Contact: Anthony Batten (804-717-6167) [battena@chesterfield.gov](mailto:battena@chesterfield.gov)

### **Nearby Fire and Emergency Medical Service (EMS) Facilities**

<b>Fire Station</b>	The Harrowgate Fire Station, Company Number 21
<b>EMS Facility</b>	The Bensley-Bermuda Volunteer Rescue Squad

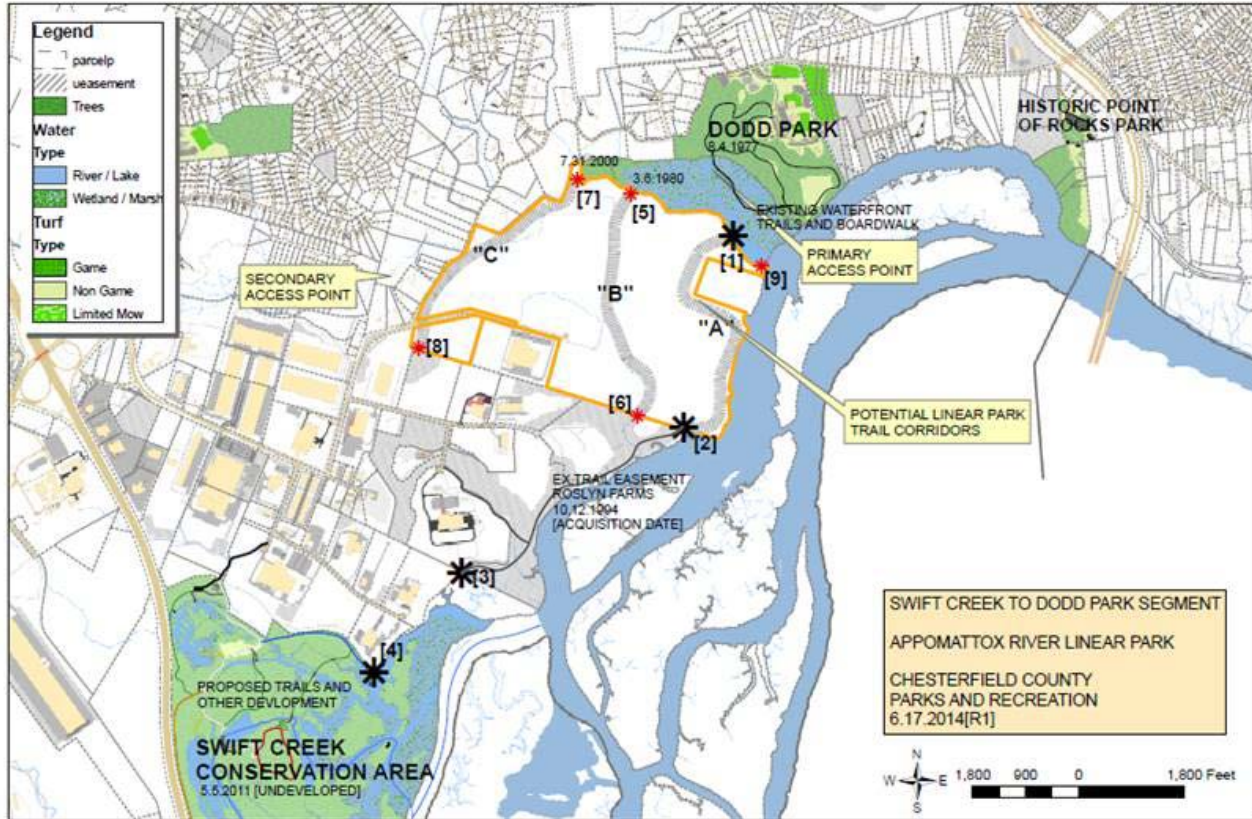
When the property is developed, the number of hydrants, quantity of water needed for fire protection, and access requirements will be evaluated during the plans review process.



## PARKS AND RECREATION

Staff Contact: Janit Llewellyn (804-751-4482) llewellynja@chesterfield.gov

This property is located on the County's Bikeways and Trails plan. An exhibit below shows the area of study for the trail in this area was conducted in June 2014. Option C falls within the property being developed. Feasibility in this location in the area dedicated for road improvements may be an option.



## COUNTY TRANSPORTATION

Staff Contact: Steve Adams (804-751-4461) adamst@chesterfield.gov

## ENVIRONMENTAL ENGINEERING

Staff Contact: Rebecca Rochet (804-748-1028) rochetr@chesterfield.gov

## UTILITIES

Staff Contact: Randy Phelps (804-796-7126) phelpsc@chesterfield.gov

This request will not impact these facilities.

## CASE HISTORY

### Applicant Submittals

<b>5/15/2020</b>	Application submitted
<b>5/27/2020</b>	Application revised
<b>4/16, 5/22 &amp; 6/1/2020</b>	Proffered conditions submitted

### Planning Commission

<b>6/16/20</b>	<p><b>Citizen Comments:</b> One (1) citizen spoke on behalf of 12 residents of Ruffin Mill Estates in opposition to the request citing concerns about visibility of the proposed storage yard and the building, loss of natural vegetation in order to install a chain link fence and evergreen trees and what kinds of materials would possibly be stored on the site. The speaker also stated that there is an abundance of space on the site therefore they should not need to remove any of the buffer to accommodate the storage yard and building.</p> <p><b>Commission Discussion:</b> Mr. Sloan inquired if it was the applicant's intent that heavily forested land in the proposed 100-foot buffer along Ruffin Mill Road would be preserved and if a 4' berm, landscaping and fencing would be provided on Ashton Park Drive.</p> <p>Mr. Sloan acknowledged the concerns voiced by citizens and recognized that the proposal is calling for reduction of a buffer of 100 feet on the I-zoned portion of the property but will be adding a 100' buffer along the A-zoned portion where the Ordinance does not currently require a buffer. He stated that staff and the applicant made significant improvements to the case, with the old growth being retained in the first 100 feet along Ruffin Mill Road, additional dense evergreen trees, fencing, 4-foot berms and landscaping, which make the case significantly enhanced over what is required by current Ordinance standards.</p> <p>Mr. Owens asked for confirmation about what setbacks, landscaping and screening were proposed along Ruffin Mill Road and Ashton Park Drive versus what would be required by current Ordinance standards.</p> <p><b>Recommendation – APPROVAL AND ACCEPTANCE OF THE PROFFERED CONDITIONS IN ATTACHMENT 1.</b></p> <p><b>Motion:</b> Sloan   <b>Second:</b> Hylton <b>AYES:</b> Freye, Sloan, Hylton, Owens and Petroski</p>
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**PROFFERED CONDITIONS**

(June 1, 2020)

Note: Both the Planning Commission and Staff recommend acceptance of the following proffered conditions offered by the applicant.

The Applicant in this case, pursuant to Section 15.2-2298 of the Code of Virginia (1950 as amended) and the Zoning Ordinance of Chesterfield County, for itself and its successors or assigns, proffer that the property under consideration in this case (“the Property”) will be used according to the following proffer(s) if, and only if, the request submitted herewith is granted with only those conditions agreed to by the Applicant. In the event this request is denied or approved with conditions not agreed to by the owners and Applicant, the proffer shall immediately be null and void and of no further force or effect.

1. The Applicant hereby amends Zoning Case 87SN0174 by modifying the first sentence of Proffered Condition 6 to read as follows: “A 100-foot wide buffer shall be provided along the Property’s frontage on Ruffin Mill Road. Vegetation existing within this buffer shall be retained.”

The Applicant hereby proffers the following additional conditions:

2. Landscaping Strip A. At time of construction, the Applicant shall provide a landscaping strip, measuring ten (10) feet in width, eastward from the eastern edge of the 100-foot wide buffer along Ruffin Mill Road (“Landscaping Strip A”). Landscaping Strip A shall be planted with a single row of evergreen trees, each being at least six (6) feet in height at time of planting, spaced ten (10) feet apart on center, and located on the west side of the fencing. A chain link fence, measuring eight (8) feet in height, shall be installed within Landscaping Strip A; said fence shall feature one of the following to reduce visibility through the fence: slats constructed of durable material and painted a neutral color, windscreen, or similar material. Landscaping Strip A shall extend from the southwest corner of the Property to the southern side of the proposed building and to the north of the building approximately thirty (30) feet, generally as shown on EXHIBIT A.
3. Setback for Proposed Building. The proposed storage building shall be setback ten (10) feet to the east of the 100-foot buffer.
4. Storage Yard Setback. The southwestern portion of the storage yard shall be setback forty (40) feet from the northeastern edge of the Virginia Department of Transportation drainage easement, as generally shown on EXHIBIT A (the “40-Foot Setback”). Existing trees located within the 40-Foot Setback, shall be retained.

5. Landscaping Strip B. At time of construction, the Applicant shall provide a landscaping strip, measuring ten (10) feet in width, adjacent the 40-Foot Setback, as generally shown on EXHIBIT A ("Landscaping Strip B"). Landscaping Strip B shall be planted with a single row of evergreen trees, each being at least six (6) feet in height at time of planting, spaced ten (10) feet apart on center, and located on the street-facing side of the fence. A powder-coated chain link fence, measuring eight (8) feet in height, shall be installed within Landscaping Strip B; said fence shall feature one of the following in order to reduce visibility through the fence: slats constructed of a durable material and painted a neutral color, a windscreen, or similar material.
6. Berm and Fencing Along Ashton Park Drive. An earthen berm, measuring four (4) feet in height, and a chain link fence, measuring eight (8) feet in height, shall be installed along Ashton Park Drive, as generally shown on EXHIBIT A, but breaks in the berm and fence shall be permitted to accommodate entrances.





## APPROVED CONDITIONS (Case 87SN0174)

In Bermuda Magisterial District, CHESTERFIELD COUNTY requested rezoning from Agricultural (A) to General Industrial (M-2) with Conditional Use Planned Development on a 1036.2 acre parcel fronting on portions of the north, south, and east lines of Ruffin Mill Road, east of Richmond-Petersburg Turnpike. Tax Map 150 (1) Parcels 13, 14, and 30; Tax Map 150-3 (1) Part of Parcel 6; Tax Map 150-5 (2) Radtke Valley Farms, Lots 7, 8A, 8B, and Part of Lot 2A; Tax Map 150-9 (1) Part of Parcel 6; Tax Map 150-10 (1) Parcels 1, 2, 3, and 4; and Tax Map 151 (1) Parcel 1 (Sheets 42 and 50).

Mr. Jacobson stated the Planning Commission recommended approval of this request, subject to certain conditions.

Mr. John Marling stated the recommended conditions were acceptable.

There was no opposition present.

Mr. Dodd commended staff for an expeditious and well prepared request and stated amendment to the land uses to the northeast would have to be considered at a later date as there was not sufficient time to include that matter in this request.

On motion of Mr. Dodd, seconded by Mr. Mayes, the Board approved Case 87S174, subject to the following conditions:

1. There shall be no unpainted metal buildings. Colors shall be subdued. The use of ornamental and/or decorative features, such as trim, landscaping, and surfaces composed of varied materials and/or textures, shall be encouraged. In conjunction with final site plan review, colored renderings or elevations of structures shall be submitted to the Planning Department for approval. (P)
2. All loading and outside storage areas shall be screened from view of Ruffin Mill Road. A screening plan shall be submitted to the Planning Department for approval in conjunction with final site plan review. (P)
3. All public and private roads, driveways, loading areas, and parking areas shall be paved with concrete, bituminous concrete, or similar material. Surface treated parking areas and drives shall be prohibited. Concrete curb and gutter, as deemed necessary by the Environmental Engineering Department for drainage and/or erosion control purposes, shall be installed around the perimeter of all paved areas. (P&EE)



4. Signs shall comply with the requirements of the Special Sign District for Office Business (O) Districts. (P)
5. A twenty-five (25) foot parking setback and a fifty (50) foot building setback shall be maintained along public and private roads. Within these setbacks, landscaping consisting of trees and/or shrubs shall be installed to break up the view of large expanses of buildings and parking areas as viewed from roads. A detailed landscaping plan depicting these requirements shall be submitted to the Planning Department for review and approval in conjunction with final site plan review. (P)
6. A 100 foot buffer for Light Industrial (M-1) uses and a 200 foot buffer for General Industrial (M-2) uses shall be maintained adjacent to residentially zoned property. A fifty (50) foot buffer shall be maintained adjacent to the Swift Creek and Appomattox River floodplains. No buildings, driveways, parking, or other facilities shall be permitted within these buffers. Public roads, water related transportation facilities (i.e., docks, etc.), and utilities may be permitted generally perpendicular through these buffers upon approval by the Planning and Transportation Departments at the time of schematic plan review. At the time of schematic plan review for each individual parcel or lot which abuts the buffer, a conceptual landscaping plan shall be submitted to the Planning Department for approval. The conceptual landscaping plan shall include the general location of existing vegetation to be retained, the location of proposed vegetative screening and buffers, and extent of planting within the buffers. A detailed landscaping plan shall be submitted to the Planning Department for review and approval within ninety (90) days after rough clearing and grading of each site. In cases where substantial completion of rough grading is not complete at the date of this submission, an appropriate extension may be granted by the Planning Department. This condition may be modified by the Planning Department at the time of schematic plan review if adjacent property has been zoned for a similar use. (P)
7. The floodplains along Ashton Creek, Swift Creek, and the Appomattox River shall be maintained in a natural state and there shall be no clearing, grading, filling, or any facilities permitted within these floodplains. This condition may be modified by the Planning and Environmental Engineering Departments to permit necessary utility uses and water related transportation facilities (i.e., docks, etc). (P)
8. The following uses shall be permitted:
  - a. All Light Industrial (M-1) uses.
  - b. All General Industrial (M-2) uses except sanitary sewage treatment plants and outdoor advertising signs.
  - c. Public and private utility uses, so long as they require a structure to include all water, sewer, electric, gas, communications, and natural gas, liquified petroleum gas, liquified petroleum gas (LPG), and petroleum products transmission facilities; in addition, natural gas, liquified petroleum gas, and petroleum products transmission facilities above- or below-ground. (P)
9. Schematic plans which conform to the conditions of zoning may be approved by the Planning Department. The decisions of the Director of Planning, relative to schematic plan review, may be appealed to the Planning Commission. (P)

10. Public water and sewer shall be used. Wells may be permitted by the Director of Utilities at the time of schematic plan review. (U)
11. All storm water conveyance systems shall have rigid linings. This condition may be modified by the Environmental Engineering Department at the time of site plan review. (EE)
12. Prior to the issuance of a building permit, forty-five (45) feet of right of way, measured from the centerline of Ruffin Mill Road, shall be dedicated to and for the County of Chesterfield, free and unrestricted, but subject to existing easements of record as of the date of approval of this request. A revised centerline for Ruffin Mill Road northeast of the Fiorucci site shall be submitted to, and approved by, the Transportation Department. Forty-five (45) feet of right of way from the approved revised centerline of Ruffin Mill Road shall be dedicated to and for the County of Chesterfield, free and unrestricted, but subject to existing easements. (T)
13. Additional lane of pavement shall be provided along the entire property frontage. A phasing plan of these improvements may be submitted to the Transportation Department for approval. (T)
14. The parking setback for property adjacent to Ruffin Mill Road shall be maintained as a buffer. Other than utilities, access as approved by the Transportation Department, landscaping, and signs, there shall be no facilities permitted within this buffer. (T)

Ayes: Mr. Daniel, Mr. Mayes, Mr. Applegate and Mr. Dodd.  
Absent: Mrs. Girone.

Mr. John Cogbill commended staff for an outstanding job on this project.

RECEIVED

MAY 14 2020

DIRECTOR PLANNING DEPT



**DISCLOSURE AFFIDAVIT**  
**LAND USE APPLICATION**

I, Kerry Brian Hutcherson, do hereby swear or affirm that to the best of my knowledge and belief, the following information is true:

1. I am the Agent for the land use amendment on the property identified as Parcel ID Number(s):

813-639-1971

and am requesting Amend Prior Case

2. With the exception of governmental entities and public service companies owning recorded easements over the Subject Property which is the subject of the land use amendment application referred to in Paragraph 1, the following is a list of the names and addresses of all persons owning any legal or equitable interest in the Subject Property as a title owner, lessee, easement owner, contract purchaser, assignee, optionee, licensee or noteholder, including trustees, beneficiaries of trusts, general partners, limited partners and all other natural or artificial persons:

<u>NAME</u>	<u>ADDRESS</u>	<u>TYPE OF OWNERSHIP</u>
Carrie E. Coyner, Trustee of the Goodrich River Trust	9910 Wagners Way, Chesterfield, VA, 23832	Title Owner

3. I hereby certify that the following corporations disclosed in Paragraph 2 are regularly traded on a stock exchange or in the over the counter market or have more than 100 shareholders:

4. I hereby certify that after the exercise of due diligence, I have been unable to learn the identities of the owners of the following corporations, partnerships, joint ventures, trusts or other artificial persons disclosed in Paragraph 2:

5. The following is a list of the names and addresses of all natural or artificial persons owning an interest in any corporation, partnership, joint venture, trust or other artificial person disclosed in Paragraph 2 (other than those listed in Paragraph 3 or Paragraph 4) which has a total of ten or fewer shareholders, partners, beneficiaries or owners:

<u>NAME</u>	<u>ADDRESS</u>	<u>NAME OF ARTIFICIAL PERSON</u>
George P. Emerson, Jr.	200 River's Bend Circle, Chester, VA 23831	Carrie E. Coyner, Trustee of the Goodrich River Trust
Gopinath R. Jadhav	5739 Deep Forest Road, Richmond, VA 23237	Carrie E. Coyner, Trustee of the Goodrich River Trust
P. Jagan Reddy	3323 Hastings Road, Petersburg, VA 23803	Carrie E. Coyner, Trustee of the Goodrich River Trust
Sidney M. Harrison	12905 Hogans Alley, Chester, VA 23831	Carrie E. Coyner, Trustee of the Goodrich River Trust
Raymond N. Harrison	2201 Mt. Blanco Road, Chester, VA 23831	Carrie E. Coyner, Trustee of the Goodrich River Trust

6. The following is a list of the names and addresses of all natural or artificial person owning 10% or more of any class of stock issued by a corporation or an interest of 10% or more in any partnership, joint venture, trust or other artificial person disclosed in Paragraph 2 (other than those listed in Paragraph 3 or 4):

<u>NAME</u>	<u>ADDRESS</u>	<u>NAME OF CORPORATION</u>
George P. Emerson, Jr.	200 River's Bend Circle, Chester, VA 23831	Carrie E. Coyner, Trustee of the Goodrich River Trust
Gopinath R. Jadhav	5739 Deep Forest Road, Richmond, VA 23237	Carrie E. Coyner, Trustee of the Goodrich River Trust
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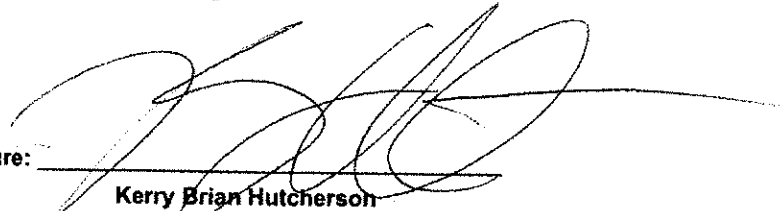
7. If any of the persons disclosed in Paragraphs 5 or 6 above is a corporation, partnership, joint venture, trust or other artificial person, the following is a list of all members of the Board of Supervisors of Chesterfield County, the Chesterfield County Planning Commission or their immediate households owning any interest in the Subject Property as a title owner, easement owner, contract purchaser, lessee, assignee, optionee or licensee, either individually or by ownership of an interest in a corporation, trust, partnership, joint venture or other artificial person owning any such interest:

<u>CORPORATION/ ARTIFICIAL PERSON</u>	<u>NAME OF HOUSEHOLD MEMBER</u>	<u>NAME OF SUPERVISOR OR COMMISSIONER</u>	<u>DESCRIPTION OF OWNERSHIP INTEREST</u>
-------------------------------------------	-------------------------------------	-----------------------------------------------	----------------------------------------------

8. If any of the persons disclosed in Paragraphs 5 or 6 above is a corporation, partnership, joint venture, trust or other artificial person, I hereby certify that no member of the Board of Supervisors of Chesterfield County, the Chesterfield County Planning Commission or their immediate households, other than those Supervisors, Commissioners or household members named in Paragraph 7 above, owns any interest in the Subject Property as a title owner, easement owner, contract purchaser, lessee, assignee, optionee or licensee, either individually or by ownership of an interest in a corporation, trust, partnership, joint venture or other artificial person owning any such interest.

9. Prior to every public hearing in connection with the land use amendment application referred to in Paragraph 1 above, I will file a revised Zoning Disclosure Affidavit if there has been any change in the information set forth above.

WITNESS the following signature

Signature:   
Kerry Brian Hutcherson

STATE OF Virginia

COUNTY/CITY OF Chesterfield to-wit:

This day Kerry Brian Hutcherson personally appeared before

me, Jennifer Brame, a Notary Public in and for the County and State

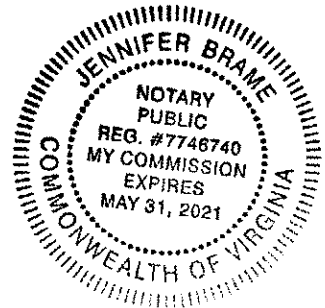
aforesaid, and swore or affirmed that the matters stated in the foregoing Zoning Opinion Disclosure Affidavit are true to the best of his/her knowledge and belief.

Given under my hand this 12<sup>th</sup> day of May, 2020.

  
Notary Public

Registration No. 7746740

My Commission expires: 05/31/2021





**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 17.A.**

**Subject:**

To Consider the Conveyance of Easements to the Commonwealth of Virginia and Virginia Electric and Power Company for the Route 641, Dundas Road, VDOT Bridge Replacement Project

**Board Action Requested:**

Approve the conveyance of a variable width easement to the Commonwealth of Virginia and Virginia Electric and Power Company for the Route 641, Dundas Road, VDOT Bridge Replacement Project.

**Summary of Information:**

The Virginia Department of Transportation is requesting that the county convey a variable width joint use easement for the Route 641, Dundas Road, VDOT Bridge Replacement Project. Virginia Electric and Power Company is requesting an easement in the same area for the relocation of a power pole. The request has been reviewed by county and schools. A public hearing is required to convey the easements.

Approval is recommended.

**Attachments:**

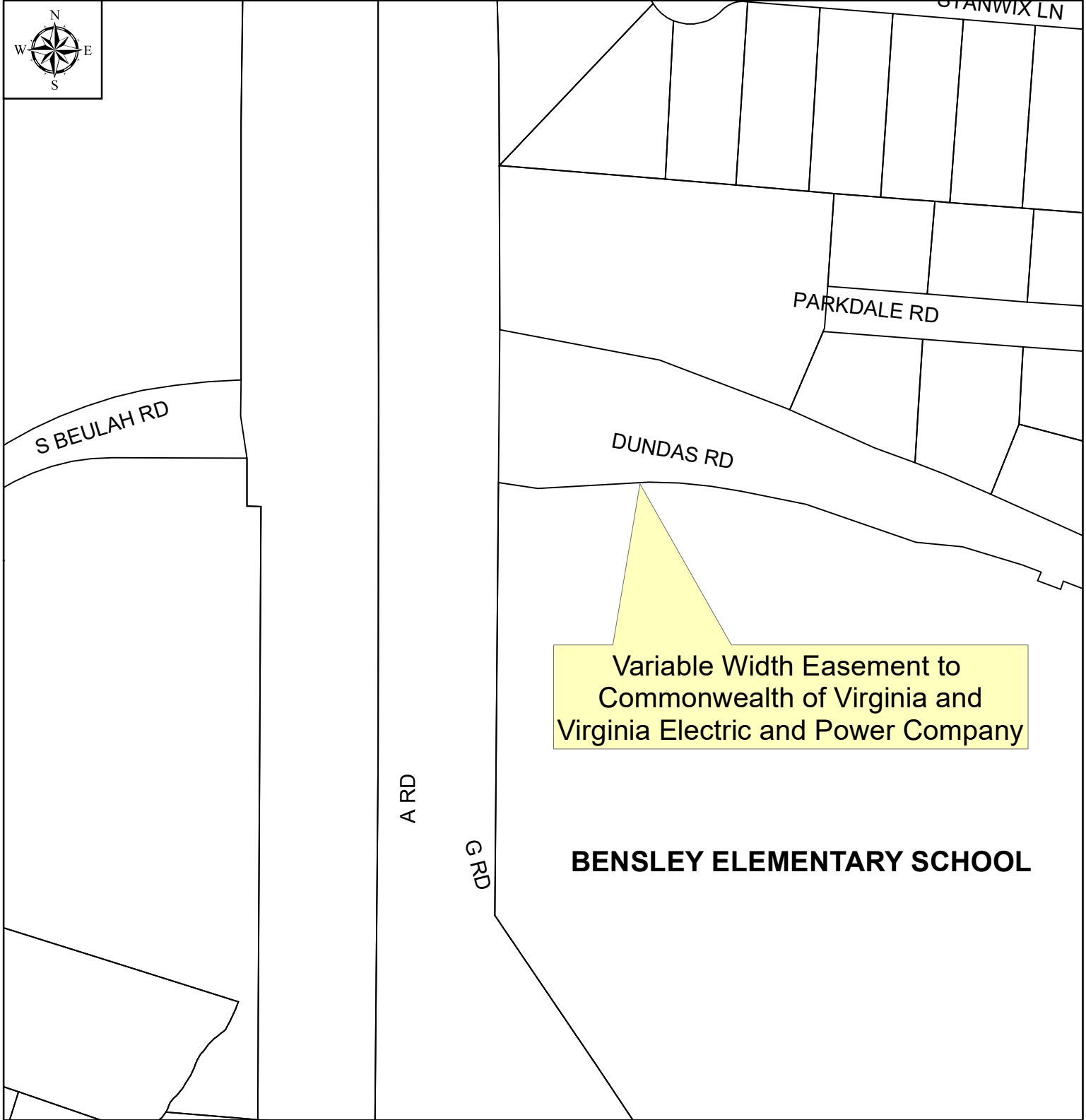
1. Route 641, Dundas Road Bridge Replacement Project Vicinity Sketch
2. Route 641, Dundas Road Bridge Replacement Project Easement Plat
3. Route 641, Dundas Road Bridge Replacement Project Easement Plat
4. Route 641, Dundas Road Bridge Replacement Project Virginia Power Easement Plat

Preparer: Dean Sasek, Real Property Manager

Approved By:



Board of Supervisors Meeting - July 22, 2020  
Coveyance of Easements to the Commonwealth of Virginia and  
Virginia Electric and Power Company for the Route 641,  
Dundas Road, VDOT Bridge Replacement Project



Chesterfield County  
Real Property Office



1 inch = 150 feet





PROJECT MANAGER Scott Chapman, P.E. (804) 524-6207 (Richmond District) --  
SURVEYED BY, DATE Les Byrnsdale, L.S. (804) 330-3781 (H&B Surveying and Mapping, LLC), 08-21-2017  
DESIGN BY Jason Dawber, P.E. (757) 222-1500 (HDR Engineering, Inc.)  
SUBSURFACE UTILITY BY, DATE Mack Huffman, P.E. (804) 250-6230 (Huffman Corp.), 10-05-2017

**Utility Owners:**  
**Electric:**  
Dominion Virginia Power (DVP)  
**Telephone / Fiber Optic:**  
Verizon (VZN)  
**CATV / Fiber Optic:**  
Comcast  
**Water / Sewer:**  
Chesterfield County  
**Gas:**  
City of Richmond  
**Fiber Optic:**  
Level 3  
Windstream

Curve BLCONST-3  
PI • 22+40.95  
DELTA • 20°08'19.85" (RT)  
D • 7°09'43"  
T • 142.06'  
L • 281.9'  
R • 800.00'  
PC • 20+98.89  
PT • 23+80.08  
V • 35 MPH  
e • 2.00% (ULS)  
Lr • 39.00'

Curve BLCONST-4  
PI • 28+83.28  
DELTA • 14°44'37.71" (LT)  
D • 4°58'56"  
T • 148.79'  
L • 295.93'  
R • 150.00'  
PC • 27+34.50  
PT • 30+30.42  
V • 35 MPH (EXISTING)  
e • 2.00% (EXISTING)  
Lr • 39.00'

**RUSSELL C. STACEY**  
DB 11534 PG 64  
PARCEL ID\* 787684834700000  
FALLING CREEK VILLA SITE  
SECTION 2  
I-5 BLOCK 1 &  
GPIN \*78684844300000  
PB 22 PG 17  
PB 11 PG 7  
0.421 Ac.

**R.D. JENKINS, JR.**  
**JENNIFER H. JENKINS**  
DB 5744 PG 359  
PARCEL ID\* 787684684500000  
HOLIDAY PLAZA  
LOT 5-BLOCK A  
PB 10 PG 110  
0.267 Ac. (Calc'd)

**C. WAYNE GOFF**  
DB 2077 PG 1126  
PARCEL ID\* 787684475500000  
HOLIDAY PLAZA  
LOT 2-BLOCK A  
PB 10 PG 110  
0.372 Ac. (Calc'd)

**C. WAYNE GOFF**  
DB 1852 PG 1972  
PARCEL ID\* 787684355800000  
HOLIDAY PLAZA  
LOT 1-BLOCK A  
PB 10 PG 110  
0.335 Ac. (Calc'd)  
1-1-1/2 Br. Bldg.  
3131 Parkdale Rd

**C. WAYNE GOFF**  
DB 2077 PG 1126  
PARCEL ID\* 787684475500000  
HOLIDAY PLAZA  
LOT 2-BLOCK A  
PB 10 PG 110  
0.372 Ac. (Calc'd)

**KNIPHUISEN PROPERTIES, LLC**  
DB 11947 PG 993  
DB 2402 PG 660  
PARCEL ID\* 787684564800000  
HOLIDAY PLAZA  
LOT 6-BLOCK A  
PB 10 PG 110  
0.245 Ac. (Calc'd)  
1-1-1/2 Br. Bldg.  
3116 & 3118 Dundas Rd

**KNIPHUISEN PROPERTIES, LLC**  
DB 11947 PG 993  
DB 2402 PG 660  
PARCEL ID\* 787684564800000  
HOLIDAY PLAZA  
LOT 6-BLOCK A  
PB 10 PG 110  
0.245 Ac. (Calc'd)  
1-1-1/2 Br. Bldg.  
3116 & 3118 Dundas Rd

**BARBARA F. WEBBER**  
**LEAH R. ESCOBAR,**  
**TRUSTEES**  
DB 1477 PG 308  
PARCEL ID\* 788684934100000  
FALLING CREEK HILLS  
LOT 1-BLOCK A  
PB 11 PG 7  
0.312 Ac. (Calc'd)  
1-1-1/2 Br. Bldg.  
3016 Dundas Rd

**RENER COMPANY, LLC**  
DB 9376 PG 188  
PARCEL ID\* 787684882200000  
WENTWORTH HOME SITES  
Lot 1-Block D  
PB 8 PG 144  
0.241 Ac. (Calc'd)  
1-1-1/2 Br. Bldg.  
3019 Dundas Rd

**BERNHARD J. URBAN, JR.**  
**VIRGINIA M. URBAN**  
DB 9822 PG 612  
PARCEL ID\* 787684802300000  
WENTWORTH HOME SITES  
Lot 2-Block D  
PB 8 PG 144  
0.263 Ac. (Calc'd)  
1-1-1/2 Br. Bldg.  
3025 Dundas Rd

**COUNTY OF CHESTERFIELD**  
DB 2025 PG 356  
PLAT DB 385 PG 24  
PARCEL ID\* 787684340600000  
11,512 Ac. (GIS)  
R/W Dedication  
DB 4034, PG 892  
S.H.P.B. 22, PG 161, 162, 163

- 1 Remove Existing Guardrail
- 2 S'd. GR-MGS1 Req'd.
- 3 S'd. GR-MGS1, 9' Post Req'd.
- 4 S'd. GR-MGS2 Req'd.
- 5 Not Used
- 6 S'd. GR-FOA-5 Req'd.
- 7 Saw Cut Asphalt Concrete (Full Depth) Req'd.
- 8 Saw Cut Hydraulic Cement Concrete Items Req'd.
- 9 S'd. CG-2 Req'd.
- 10 S'd. Radial CG-2 Req'd.
- 11 S'd. CG-6 Req'd.
- 12 S'd. Radial CG-6 Req'd.
- 13 S'd. CG-12, Type B Req'd.
- 14 S'd. MC-4 Req'd.
- 15 Not Used
- 16 Not Used
- 17 Remove Existing Drainage Structure
- 18 Clean Out Existing Drainage Structure
- 19 Plug and Abandon Existing Drainage Structure
- 20 S'd. UD-4 Req'd.
- 21 S'd. EW-12 Req'd. (2d Slope)
- 22 Non-Perforated Outlet Pipe

- Denotes Proposed Concrete
- Denotes Proposed Asphalt
- Denotes Milling and Resurfacing
- Denotes Demolition of Pavement

Note: Dot - dot - dashed lines denote Temporary Easements.  
Dot - dashed lines denote Permanent Easements.  
C --- Denotes Construction Limits in Cuts  
E --- Denotes Construction Limits in Fills

**REFERENCES**  
(PROFILES, DETAIL & DRAINAGE DESCRIPTION SHEETS, ETC.)  
Mainline Profile 5A  
Drainage Descr. 5B  
E & SC Plan 5C, 5D  
Entrance Profiles 6(I)  
Storm Sewer Prof. 7(2), 7(3)  
Mainline XS 21 - 28

**R/W PLANS**

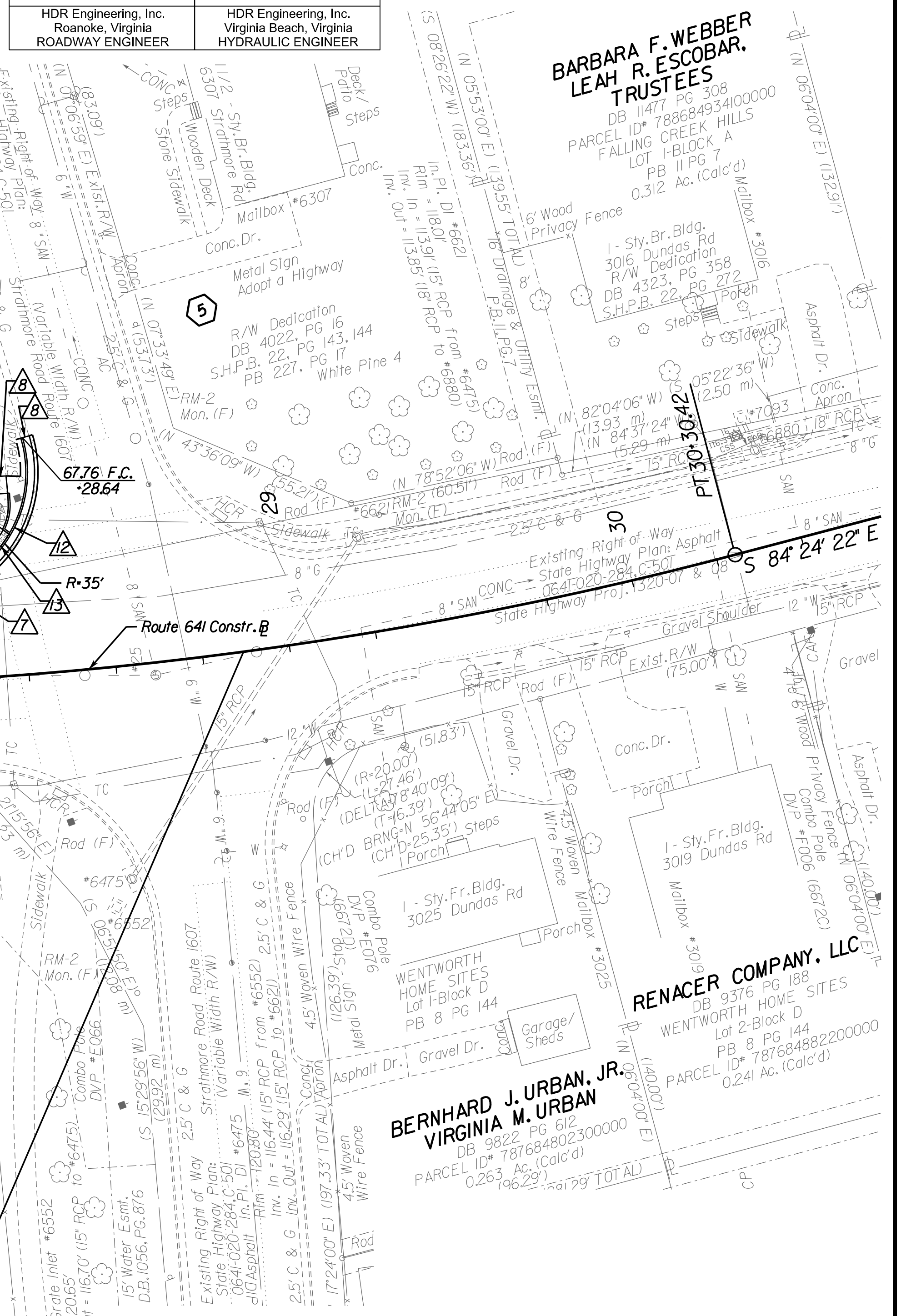
THESE PLANS ARE UNFINISHED  
AND ARE NOT TO BE USED FOR  
ANY TYPE OF CONSTRUCTION.

SCALE 0 25 50'  
PROJECT 0641-020-R48  
SHEET NO. 5

REVISED	STATE	ROUTE	PROJECT	SHEET NO.
	VA.	641	0641-020-R48, RW-201 C-501	5

DESIGN FEATURES RELATING TO CONSTRUCTION  
OR TO REGULATION AND CONTROL OF TRAFFIC  
MAY BE SUBJECT TO CHANGE AS DEEMED  
NECESSARY BY THE DEPARTMENT

DUNDAS ROAD





PROJECT MANAGER Scott Chapman, P.E. (804) 524-6202 (Richmond District) --  
SURVEYED BY, DATE Les Byrnsides, L.S. (804) 330-3781 (H&B Surveying and Mapping, LLC), 08-21-2017  
DESIGN BY Jason Dawe, P.E. (757) 222-1500 (HDR Engineering, Inc.)  
SUBSURFACE UTILITY BY, DATE Mack Huffman, P.E. (804) 250-6230 (Huffman Corp.), 10-05-2017

Utility Owners:

Electric:  
Dominion Virginia Power (DVP)

Telephone / Fiber Optic:  
Verizon (VZN)

CATV / Fiber Optic:  
Comcast

Water / Sewer:  
Chesterfield County

Gas:  
City of Richmond

Fiber Optic:  
Level 3  
Windstream

**EMRES VIRGINIA, LLC**  
DB 11771 PG 0713  
DB 10787 PG 798  
PARCEL ID\* 786685262800000  
23.153 Ac.

**CSX TRANSPORTATION, INC.**  
DB CIRCUIT COURT 08 29 PG 352  
(CSX PARCEL NO. 1)  
DB 407 PG 15  
(CSX PARCEL NO. 9)  
PARCEL ID\* 787657518800000  
389J Ac. (GIS)

**UNITED STATES OF AMERICA  
(DEFENSE GENERAL SUPPLY CENTER)**  
DB 268 PG 45  
PARCEL ID\* 787679616000000  
652.52 Ac. (GIS)

**WILLIAM M. BENTON  
ALWILDA C. BENTON**  
DB 564 PG 527  
WILLIAM M. BENTON BEING THE  
PRESIDENT OF MAISONNETTES, INC.  
(NO DEED FOUND TO CONVEY THIS  
PARCEL TO MAISONNETTES, INC. FROM  
WILLIAM M. BENTON & ALWILDA C. BENTON)  
CHESTERFIELD COUNTY INDICATES THIS  
PARCEL TO BE A PART OF  
PARCEL ID\* 787684126900000  
0.753 Ac. (Calc'd)

**MAISONNETTES, INC.**  
DB 1426 PG 42  
(PARCEL NO. 1)  
PARCEL ID\* 787684126900000  
1.706 Ac. (GIS)

Curve BLCONST-3  
PI = 22+40.95  
DELTA = 20° 08' 19.85" (RT)  
D = 7' 09" 43"  
T = 142.06'  
L = 281.9'  
R = 800.00'  
PC = 20+98.89  
PT = 23+80.08  
V = 35 MPH  
e = 2.00% (ULS)  
Lr = 39.00'

HDR Engineering, Inc.  
Roanoke, Virginia  
ROADWAY ENGINEER

HDR Engineering, Inc.  
Virginia Beach, Virginia  
HYDRAULIC ENGINEER

REFERENCES  
(PROFILES, DETAIL & DRAINAGE  
DESCRIPTION SHEETS, ETC.)

Mainline Profile 4A  
Drainage Descr. 4B  
E & SC Plan 4C, 4D  
Storm Sewer Prof. 7(1), 7(2)  
Mainline XS 5 - 21

**R/W PLANS**

THESE PLANS ARE UNFINISHED  
AND ARE NOT TO BE USED FOR  
ANY TYPE OF CONSTRUCTION.

SCALE  
0 25' 50'

PROJECT  
0641-020-R48

SHEET NO.  
4

- 1 Remove Existing Guardrail
- 2 S'd. GR-MGS1 Req'd.
- 3 S'd. GR-MGS1, 9' Post Req'd.
- 4 S'd. GR-MGS2 Req'd.
- 5 Not Used
- 6 S'd. GR-FOA-5 Req'd.
- 7 Saw Cut Asphalt Concrete (Full Depth) Req'd.
- 8 Saw Cut Hydraulic Cement Concrete Items Req'd.
- 9 S'd. CG-2 Req'd.
- 10 S'd. Radial CG-2 Req'd.
- 11 S'd. CG-6 Req'd.
- 12 S'd. Radial CG-6 Req'd.
- 13 S'd. CG-12, Type B Req'd.
- 14 S'd. MC-4 Req'd.
- 15 Not Used

- 16 Not Used
- 17 Remove Existing Drainage Structure
- 18 Clean Out Existing Drainage Structure
- 19 Plug and Abandon Existing Drainage Structure

- 20 S'd. UD-4 Req'd.
- 21 S'd. EW-12 Req'd. (2:1 Slope)
- 22 Non-Perforated Outlet Pipe

Note: Dot - dot - dashed lines denote Temporary Easements.  
Dot - dashed lines denote Permanent Easements.

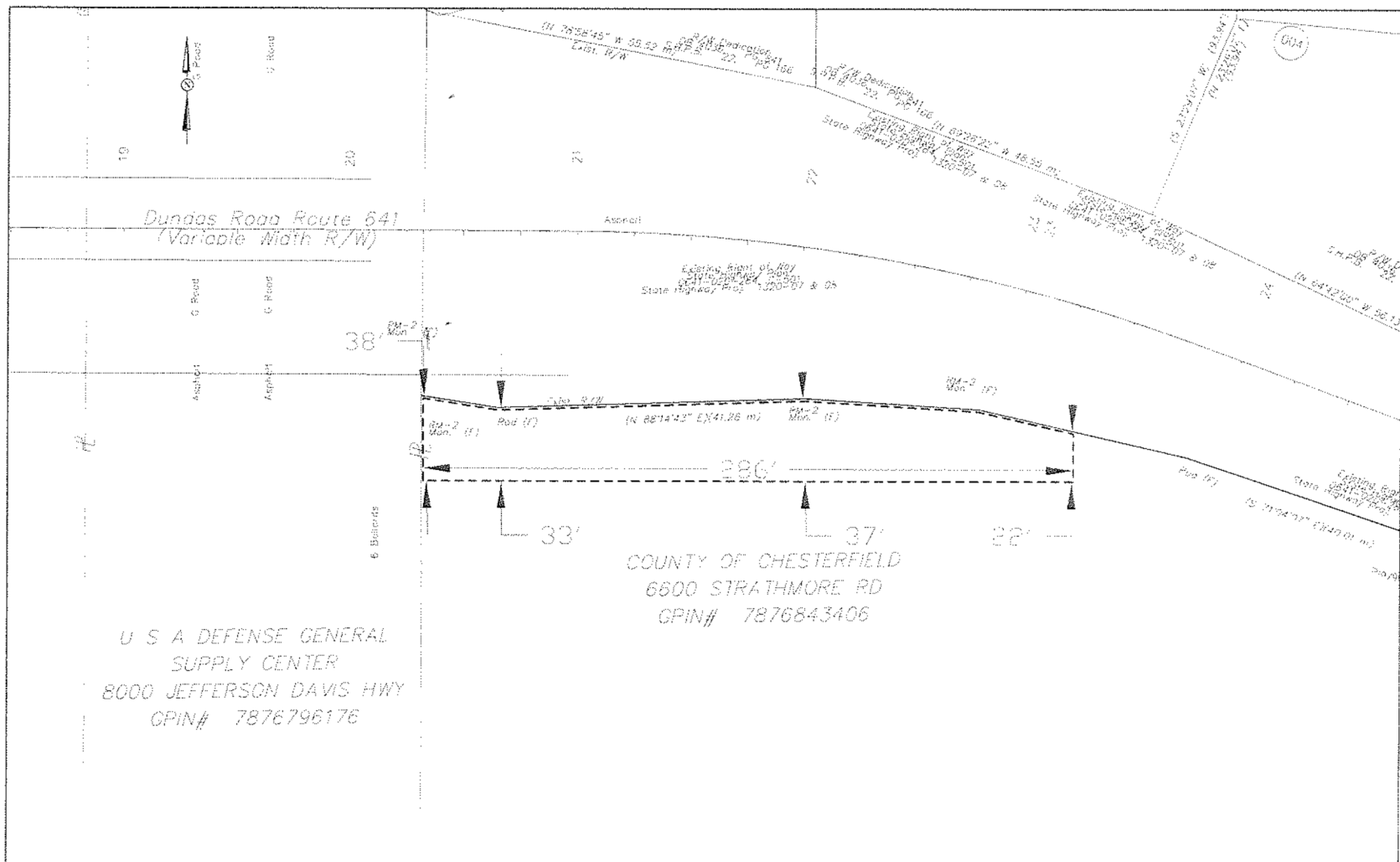
**UNITED STATES OF AMERICA  
(DEFENSE GENERAL SUPPLY CENTER)**  
DB 268 PG 45  
PARCEL ID\* 787679616000000  
652.52 Ac. (GIS)

VDOT's rights to improve or replace the bridge within the  
limits of the United States of America Defense General  
Supply Center parcel are provided via an Easement shown  
within document number DA-44-110-ENG-4480.

- Denotes Proposed Concrete
- Denotes Proposed Asphalt
- Denotes Milling and Resurfacing
- Denotes Demolition of Pavement

- Denotes Construction Limits in Cuts
- Denotes Construction Limits in Fills





<b>LEGEND</b> - - - - - Location of Boundary Lines of Right-of-Way VARIABLE in Width. ==P== Indicates Property Line in Right-of-Way Boundary	District MIDLOTHIAN		Scale NTS	PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT VIRGINIA ELECTRIC AND POWER COMPANY doing business as <b>Dominion Energy Virginia</b>	CH/UG
	District-Township-Borough DALE	County-City CHESTERFIELD	State VA		
	Office CENTRAL	Plot Number 00-20-0168			
	Work Request Number 10296647	Grid Number M0144			
DATE: 004/30/2020		M. ALLEN		OWNER INITIALS	Page 5 of 5



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 17.B.**

---

**Subject:**

To Consider Amendment to the Lease Agreement Between the County of Chesterfield and The First Tee of Greater Richmond

**Board Action Requested:**

The Board of Supervisors is requested to approve an amendment to the Lease Agreement between Chesterfield County and The First Tee of Greater Richmond to allow alcohol to be served at fundraising events at the facility in accordance with local and state laws and regulations.

**Summary of Information:**

Chesterfield County and The First Tee of Greater Richmond ("First Tee") entered into a Lease Agreement dated June 1, 1998 which was renewed on April 23, 2018 for a term of 10 additional years, expiring on June 1, 2028. The Lease Agreement sets forth the terms and conditions under which the County leases to First Tee property located at Ironbridge Park (now known as Harry G. Daniel Park at Ironbridge) for the development and operation of a golf course, including clubhouse/pro shop and concession facility ("Facility"). The Lease Agreement states that First Tee shall not allow alcohol to be consumed or served at the Facility.

First Tee has requested that the Lease be amended to allow alcohol to be served at fundraising events held at the Facility. Staff supports this request.

The Facility and the Leased Property shall be subject to the rules and regulations of County parks except as otherwise provided in the Lease. Richmond First Tee shall be permitted to serve and sell alcohol at the Facility in compliance with applicable state ABC laws and regulations and Chesterfield County policies. Richmond First Tee shall operate the Facility so as not to interfere with other Park operations.

The Board of Supervisors is asked to approve this request after a Public Hearing.

**Attachments:**

1. First Tee Lease Amendment BOS Agenda Attachments

Preparer: Dr. James D. Worsley

Approved By:



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**FIRST AMENDMENT TO THE LEASE BETWEEN THE COUNTY OF CHESTERFIELD,  
VIRGINIA AND THE FIRST TEE OF GREATER RICHMOND**

This **FIRST AMENDMENT** is made between the **COUNTY OF CHESTERFIELD, VIRGINIA**, (“County”) a political subdivision of the Commonwealth of Virginia, and **THE FIRST TEE OF GREATER RICHMOND**, a not-for-profit corporation (“Lessee”).

**PREAMBLE**

The County and the Lessee entered into a Lease Agreement dated June 1, 1998 which was renewed on April 23, 2018 for a term of ten additional years, expiring on June 1, 2028. The Lease Agreement sets forth the terms and conditions under which the County leases to the Lessee property (“Leased Property”) located at Ironbridge Park (now known as Daniel Park at Ironbridge) for the development, operation, and maintenance of an 18-hole golf course, a driving range, a three hole small tot facility, practice green, and clubhouse/pro shop and concession facility, all of which are collectively referred to as the “Facility”. Section 10(g) of the Lease Agreement states that the “The Facility and the Leased Property shall be subject to the rules and regulations of County parks except as otherwise provided in the Lease. Richmond First Tee shall not allow alcohol to be consumed or served at the Facility. Richmond First Tee shall operate the Facility so as not to interfere with other Park operations.”

The capitalized terms herein shall have the same meaning as in the Lease Agreement unless otherwise specified herein.

The purpose of this Amendment is to amend Section 10(g) of the Lease Agreement to allow the Lessee to serve alcohol at fundraising events in accordance with local and state laws and regulations.

In consideration of the mutual covenants, promises, and undertakings contained herein, the parties hereto agree and covenant as follows:

1. Section 10(g) of the Lease Agreement is hereby deleted and replaced by the following:

“g. The Facility and the Leased Property shall be subject to the rules and regulations of County parks except as otherwise provided in the Lease. Richmond First Tee shall be permitted to serve and sell alcohol at the Facility in compliance with applicable state ABC laws and regulations and Chesterfield County policies. Richmond First Tee shall operate the Facility so as not to interfere with other Park operations.”

2. Except as amended hereby, the Lease Agreement shall remain in full force and effect.

Whereby, the parties execute and enter into this First Amendment as of the \_\_\_\_ day of July, 2020.

First Tee of Greater Richmond

By: \_\_\_\_\_

ATTEST:

COUNTY OF CHESTERFIELD,  
VIRGINIA

\_\_\_\_\_  
Joseph P. Casey, Ph.D.  
County Administrator

BY: \_\_\_\_\_

Leslie D. Haley, Chairman  
Board of Supervisors

\_\_\_\_\_  
Michael C. Chernau  
Senior Deputy County Attorney



## Chesterfield County, Virginia

Joseph P. Casey, Ph.D., County Administrator

9901 Lori Road – P.O. Box 40 – Chesterfield, VA 23832-0040

Phone: (804) 748-1211 – Fax: (804) 717-6297 – Internet: chesterfield.gov

### BOARD OF SUPERVISORS

DOROTHY JAECKLE, CHAIR

Bermuda District

LESLIE A. T. HALEY, VICE CHAIR

Midlothian District

CHRISTOPHER M. WINSLOW

Clover Hill District

JAMES M. "Jim" HOLLAND

Dale District

STEPHEN A. ELSWICK

Matoaca District

April 10, 2018

Mr. Brent Schneider, CEO

The First Tee of Greater Richmond

9211 Forest Hill Ave. Suite 104

Richmond, VA 23235

Mr. Schneider,

As you are aware, the initial twenty-year lease dated June 1, 1998 between Chesterfield County and Richmond First Tee for approximately 150 acres, constituting a portion of Ironbridge park expires on June 1, 2018. The lease provides for the first of two possible ten (10) year renewal terms beginning at the end of the initial term.

Given Richmond First Tee's history of compliance with all applicable terms of the existing lease, the County agrees to renew the lease for the first 10-year renewal term. The new expiration date of the existing lease is June 1, 2028. All terms and conditions of the existing lease, attached for your convenience, remain in effect. Please sign and date below and return a copy of this letter to the Parks and Recreation Department to acknowledge your acceptance of these terms. If you have questions or need additional information, please do not hesitate to contact me.

Sincerely,

  
Dr. Joseph Casey  
County Administrator

I agree to abide by the terms and conditions referenced above.

  
Signature

The First Tee of Greater Richmond

April 23, 2018  
Date

## LEASE AGREEMENT

This Lease is entered into this 1<sup>st</sup> day of June, 1998, by and between Chesterfield County, Virginia ("County"), Richmond First Tee, a not for-profit corporation, and, for the limited purposes set forth herein, The First Tee, a division of the World Golf Foundation, Inc. for the development of golf facility at Ironbridge Park in Chesterfield County, Virginia.

WHEREAS, Richmond First Tee will develop such golf facility to be known as "The First Tee - Chesterfield"; and

WHEREAS, Richmond First Tee has represented to the County that it intends to operate as a 501(c)(3) organization and has formed a Board of Directors and staff capable of providing the financial and professional support to sustain the successful operation of a golf course facility in the County; and

WHEREAS, the County is willing to enter a lease agreement with Richmond First Tee based on Richmond First Tee's representations of adequate capitalization and the participation on its Board of reputable community leaders; and

WHEREAS, The First Tee has represented to the County that it supports and endorses the operations of Richmond First Tee as a franchisee of its national program and that it will enter into an agreement with Richmond First Tee establishing high quality standards of operation and maintenance of the facility; and

WHEREAS, the County, Richmond First Tee, and The First Tee desire to create a unique first-class public golfing facility in the County which will make golf available to children of all economic backgrounds;

NOW, THEREFORE, for the premises and conditions set forth herein, the parties agree as follows:

1. **Leased Property.**

The County hereby leases to Richmond First Tee up to approximately 150 acres, constituting a portion of Ironbridge Park, in Chesterfield County, the boundaries of which shall be determined by the County and shall be reasonably acceptable to Richmond First Tee, and shall be identified with specificity by a survey provided by, and at the sole expense of, Richmond First Tee (the "Leased Property"). A description or map depicting the approximate boundaries of the Leased Property is attached hereto as Exhibit A. Richmond First Tee represents that it has inspected the site, determined that it is suitable for its intended purposes and accepts the property "as is." This Lease is contingent upon Richmond First Tee receiving zoning approval and approval of this Lease from the County's Board of Supervisors.

2. **Permitted Use.**

Except as otherwise may be provided herein, the Leased Property shall be used solely in connection with the development of a "First Tee" public golf facility and related programs, consistent with the terms and conditions of an agreement entered into between Richmond First Tee and The First Tee. For purposes of this Lease, the agreement between Richmond First Tee and The First Tee shall be referred to as the "First Tee Agreement" and the terms of that agreement are incorporated herein by reference. The First Tee, by executing this Lease, acknowledges that Richmond First Tee has entered into the First Tee Agreement confirming its commitment and financial capability to construct and operate the facility in accordance with standards established in that agreement. The First Tee will provide confirmation and acknowledgment of Richmond First Tee's continuing

relationship upon request of the County and will promptly notify County if Richmond First Tee defaults under the terms of the First Tee Agreement, or if the First Tee Agreement is amended.

**3. Term.**

The initial Lease Term shall be twenty (20) years. The Lease may be renewed for two additional ten (10) year terms upon such terms as the parties may mutually agree, provided that Richmond First Tee has during the initial term consistently operated and maintained the Facility in compliance with the material terms of the Lease. Five (5) years prior to the end of each applicable term the County and Richmond First Tee shall begin renewal negotiations based upon a review of the status of the Richmond First Tee program, the continued fulfillment of its goals, and the satisfaction by Richmond First Tee of its obligations under the Lease.

**4. Rent.**

During the initial Lease Term and any renewal term, rent shall be Eight Hundred Dollars (\$800.00) annually, payable on the 30th day of April of each year, which reflects estimated taxes under the County's Special Land Use Program.

**5. Construction, Operation and Maintenance of Leased Property.**

a. Richmond First Tee shall, on the Leased Property, construct, operate, and maintain at its sole cost and expense, an 18 hole golf course facility, with appropriate irrigation, which may include, without limitation, a driving range, 3-hole small tot facility, practice green, and clubhouse/pro shop and concession facilities (all of the improvements are hereinafter referred to collectively as the "Facility"). Prior to commencement of construction Richmond First Tee will enter into an agreement



with the County's Director of Parks and Recreation to share in the actual expense of relocating the bike and hiking trails displaced by construction of the Facility.

b. Construction of the Facility shall be performed by a contractor selected by Richmond First Tee. Prior to construction, Richmond First Tee shall provide a standard contractor's performance bond, letter of credit, or other surety in amount and form acceptable to the County in its reasonable discretion which shall guarantee construction of the Facility and which shall be released following the County's receipt of evidence of payment and verification that all payments for work performed have been made.

c. During construction of the Facility, Richmond First Tee shall cooperate with the County's Parks and Recreation Director and allow him to inspect the site as he deems appropriate.

d. Construction of the Facilities shall commence on or about June 1, 1998 and shall be completed with operations commencing on or about June 1, 1999; provided, that Richmond First Tee shall not be responsible for delays due to acts of god, stormy or inclement weather, or acts by others or circumstances which are reasonably beyond its control.

e. The layout and maintenance of the Facilities shall be consistent and in conformity with comparable golf course facilities in the region and USGA Green Section recommendations.

f. Once constructed, Richmond First Tee shall maintain the Facility at its sole expense in good order, in sanitary and safe condition, and in a high-quality condition. All work shall be performed in a professional manner. Richmond First Tee shall utilize a qualified Golf Course Superintendent who is a member of the Golf Course Superintendent's Association of America, and who is a licensed chemical applicator. Richmond First Tee shall subscribe membership to the United

States Golf Association, and will to the extent practicable seek the review and input of the Greens Section with respect to agronomic conditions of the course.

6. **County Assistance with Development and Operations.**

The County agrees to provide mutually agreeable, reasonable and appropriate ingress and egress to the Leased Property subject to approval by the County's Department of Transportation. The County will assist Richmond First Tee in obtaining approval from the Virginia Department of Transportation for directional signage for the Facility adjacent to nearby freeways and major roadway locations. Entrance signage for the Facility may be placed in a conspicuously designated manner and location at the entrance to Ironbridge Park, subject to local sign ordinance restrictions and zoning conditions. The County agrees to include and feature the Facility in all marketing materials the County deems appropriate. Richmond First Tee agrees to acknowledge the County's support and sponsorship in its marketing materials.

7. **Utilities.**

The County shall bear the cost of extending water utilities to the property line of the Leased Property at a location determined by the County. Richmond First Tee shall be responsible at its sole expense, to install and/or otherwise provide any other necessary utility services on the Leased Property for the Facility, including, without limitation, water, sewer, electric, gas, telephone and cable, and all related connection fees for such services.

8. **Insurance.**

Richmond First Tee shall carry reasonable and appropriate property and liability insurance for the Facility, in such amounts and from such insurance providers as may be reasonably agreed between the parties, and approved by the County's Risk Manager, the approval of which shall not be unreasonably withheld. Such insurance shall name the County as an additional insured.

9. **Indemnification.**

Richmond First Tee shall indemnify and hold the County harmless from and against any claims or damages whatsoever, including injury to person or property arising from Richmond First Tee's use of the Leased Property, unless such claims arise as a result of the County's (or any agents or employees of the County) willful or negligent acts or omissions.

10. **Operations and Management of the Facilities and Leased Property.**

Richmond First Tee agrees that the Leased Property and the Facility will be operated, managed and utilized as follows:

a. Richmond First Tee shall guarantee that the Facility shall be open to the general public on a schedule approved by the County with business hours and tee times dedicated for children in accordance with the goals and standards of The First Tee program. Richmond First Tee shall provide the County with details of programs targeted for children and provide the County with annual reports which reflect its financial strength and the level of success the program reached in meeting its targeted goals.

b. A published fee schedule (including, without limitation, green fees, event fees and similar charges) shall be established by Richmond First Tee, with the consultation of the County, and

with the intent of being the lowest youth fees available in the local market for comparable facilities. Children 15 years old and younger and adults 65 years or older residing in Chesterfield County will receive discounted rates off of the published fee schedule.

c. Richmond First Tee's operation of the Facility shall be on a "not-for-profit" basis and its books and records shall be kept in accordance with generally accepted accounting practices for non-profit corporations. Richmond First Tee shall be allowed to establish reasonable capital and operational reserves consistent with the operation of a "first-class" golf course facility. To the extent there are any revenues in excess of operating expenses derived from the Facility, 100% must be used for capital improvements to the Facility or for reducing the fees charged to the public. Any revenues generated from fundraising, sponsorships and other sources other than Facility usage fees may be designated for use by Richmond First Tee for such other nonprofit purposes as Richmond First Tee deems appropriate and consistent with its corporate purpose. Sponsorships shall be sought and conducted under, and subject to, The First Tee's national program guidelines. Any net revenues derived from the sale of timber or soil in conformance with site plan approval shall be used for the cost of construction or for capital improvements to the Facility. The Board of Supervisors reserves the right to reduce the percentage of excess revenue that must be used at the Facility at any time during the term of this lease after holding a public hearing.

d. The Facility will be made available to the County two (2) times per year for County sponsored events, at no cost. At such events, the County shall be responsible for any costs associated with use of the concession stand and golf carts, merchandise sales and any other special needs. Scheduling such events shall be coordinated between the County and Richmond First Tee no later

than ninety (90) days prior to any scheduled event. County sponsored events shall not interfere with any of The First Tee or Facility sponsored events and shall not require more than one (1) operational day of the Facility's schedule. Additionally, such events shall not include or promote any events or facilities in competition with the Facility, The First Tee program, or The First Tee or Facility sponsored events.

e. The Facility golf course, practice green and driving range shall be made reasonably available free of charge for County Parks & Recreation instructional programs and to Chesterfield County public schools for physical education classes and school tournaments during non-peak hours, subject to Facility capacity restrictions and on a schedule to be agreed upon between the County and Richmond First Tee.

f. Richmond First Tee shall allow the County to participate in the oversight of operations of the Facility within the governance of the Richmond First Tee organization by placing the Chesterfield County Administrator or his designee and a citizen representative selected by the Board of Supervisors on the Board of Directors for three year terms. In addition, the Board of Supervisors shall have the right to confirm a second citizen representative from Chesterfield County to be appointed by Richmond First Tee. The County Administrator's appointment shall take place as soon as possible after the effective date of the lease. The citizen appointments by the Board shall occur upon the first expiration of the current terms of the Richmond First Tee Board of Directors from Chesterfield County which shall occur in February, 1999. If the Board of Directors is increased from 10 to 12 members, the Board of Supervisors shall be entitled to confirm a second citizen appointment to the Board of Directors from Chesterfield to be made by Richmond First Tee.

g. The Facility and the Leased Property shall be subject to the rules and regulations of County parks except as otherwise provided in the Lease. Richmond First Tee shall not allow alcohol to be consumed or served at the Facility. Richmond First Tee shall operate the Facility so as not to interfere with other Park operations.

h. Richmond First Tee shall operate the Facility in compliance with all applicable federal, state, and local laws and regulations, including conditions of zoning and applicable civil rights and accessibility legislation.

i. Richmond First Tee acknowledges that no public transportation is available to the property and may never be made available to the property. Richmond First Tee shall bear the sole cost of providing transportation to the Facility if necessary in order to serve the targeted group of children.

j. Lessee shall operate the Facility in compliance with the applicable provisions of the Land and Water Conservation Fund Act of 1965, 16 U.S.C. 4601, et seq. including operating and advertising the Facility as a public outdoor recreation facility.

k. The driving range shall not be open to the public after 9:00 p.m.

11. **Start-Up Bond.**

For the first three years of the Lease, Richmond First Tee will provide a \$100,000 performance bond or other surety, acceptable to the County guaranteeing faithful performance of its obligations under this Lease Agreement. In the event of default, or failure to cure any deficiency under this Lease Agreement, County shall have the right to withdraw for the County's benefit such surety.



**12. County's Right to Inspect.**

Upon reasonable notice and during normal weekday working hours, the County shall have the right to inspect the Facility, and to inspect or audit the records of the Facility, for the purpose of determining compliance with the Lease terms and conditions. In addition, Richmond First Tee shall provide the County annually by August 1 with a business plan for the succeeding three years which contains projections of revenues, expenses, capital improvements, or other financial planning information the County may reasonably request.

**13. Default by Richmond First Tee.**

a. In the event that Richmond First Tee fails to maintain or operate the Facility in accordance with the terms and conditions of the Lease or The First Tee Agreement, the County will give Richmond First Tee notice and ninety (90) days from the date of receipt of such notice to cure the default, or if a cure can not be made within 90 days, to initiate a cure within 90 days and diligently pursue a cure thereafter, failing which the County will have the right to terminate the Lease and /or enter the Leased Property and to operate and maintain the Facility, and Richmond First Tee shall reimburse the County for all such expenses reasonably incurred by the County. Notwithstanding anything in the Lease to the contrary, in the event that the County assumes operation and maintenance of the Facility for continued use as a program sponsored by The First Tee, it shall be subject to the prior approval of The First Tee and, to the extent legally permissible, to the terms, conditions and provisions of The First Tee Agreement.

b. Notwithstanding the foregoing, a default by Richmond First Tee under the terms of The First Tee Agreement shall not be deemed a default under the terms of the Lease if such default

is not also a default of an expressed term of the Lease, as opposed to one incorporated by reference and such default is cured to the satisfaction of The First Tee within ninety (90) days. If Richmond First Tee disputes the event of default under The First Tee Agreement, it shall notify the County and The First Tee, and the County shall take no further action, and the ninety (90) day cure period, if applicable, shall not begin, until the dispute is resolved by the parties thereto. A termination of The First Tee Agreement, with or without cause, shall not be a default under the Lease if Richmond First Tee desires to continue the Lease, is and has been in compliance with the remaining terms of the Lease, affirms its intent to operate the Facility in a manner that is consistent with its purposes, goals and past practices, and provides the County with assurances to the County's reasonable satisfaction that the termination of the First Tee Agreement does not materially affect Richmond First Tee's ability to continue successful operation of the Facility.

**14. End of Term Reversion of Leased Property.**

The Leased Property and any other improvements thereon will revert to and become the property of the County upon the expiration or termination of the Lease. Richmond First Tee shall be responsible for the removal of its personal property at such time, provided that Richmond First Tee shall be responsible for the cost of repair of any damage caused during such removal.

**15. Use of "The First Tee" Name By Authorization Only.**

Notwithstanding anything to the contrary herein, in the event Richmond First Tee fails to conform to the standards required of the Facilities in The First Tee Agreement or other agreements between The First Tee and Richmond First Tee, or in the event the County or some other entity takes possession or ownership of the Facility or Lease interest of Richmond First Tee, the Facility shall not

be entitled to, and shall not, utilize the name of "The First Tee" or a derivative thereof in marketing or identifying the Facilities without obtaining the express prior written consent of The First Tee.

**16. No Sublease, Assignment or Subcontract of the Leased Property.**

The rights and obligations under this Lease are personal, and Richmond First Tee shall not sublease, assign or subcontract the Lease, the Leased Property, the Facility, or its rights under the Lease without the prior written consent of the County.

**17. No Leasehold Mortgages.**

Richmond First Tee shall not mortgage the Leased Property or its leasehold interest .

**18. Notices.**

Any notices to be provided to a party under this Lease shall be given in writing by first class mail directed to:

County:  
Lane B. Ramsey  
County Administrator  
P. O. Box 40  
Chesterfield, Virginia 23832

with a copy to:

County Attorney  
P. O. Box 40  
Chesterfield, Virginia 23832

Richmond First Tee:  
Tim Merry  
Executive Director  
Richmond First Tee  
6620 West Broad Street, Suite 300  
Richmond, Virginia 23230-1720

*6736 Huntling*

The First Tee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

19. **Governing Law.**

This Lease shall be governed by the laws of the Commonwealth of Virginia, and any action brought to enforce its provisions shall be brought in the Circuit Court of Chesterfield County.

20. **Severance.**

If any provision of this Lease is deemed unenforceable by the Circuit Court of Chesterfield County or any other court with jurisdiction to hearing matters raised by this Lease, the remainder of the Lease terms shall not be affected thereby.

CHESTERFIELD COUNTY

RICHMOND FIRST TEE

By: Lenny B. Humphrey  
Chairman  
Board of Supervisors

By: Fred T. Tattersall  
Fred T. Tattersall  
President

ATTESTED TO:

THE FIRST TEE, a subsidiary of  
WORLD GOLF FOUNDATION, INC.

By: Lane B. Ramsey  
Lane B. Ramsey  
County Administrator

By: Tod Leeweke  
Tod Leeweke  
Executive Director



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 17.C.**

**Subject:**

To Consider the Abandonment of Portions of Omo Road, State Route 739

**Board Action Requested:**

Adopt the attached resolution to abandon portions of Omo Road, State Route 739, from the Secondary System of State Highways.

**Summary of Information:**

On May 27, 2020, the Board authorized the posting and publishing of notices to abandon portions of Omo Road, State Route 739, from the Secondary System of State Highways. The request has been reviewed by the county staff, the Virginia Department of Transportation, Comcast and Verizon.

Approval is recommended, as there is no public necessity for the portions of road to be abandoned.

**Attachments:**

1. Omo Road Vicinity Map
2. Omo Road Abandonment Node Map
3. Omo Road Resolution and Order 20200256

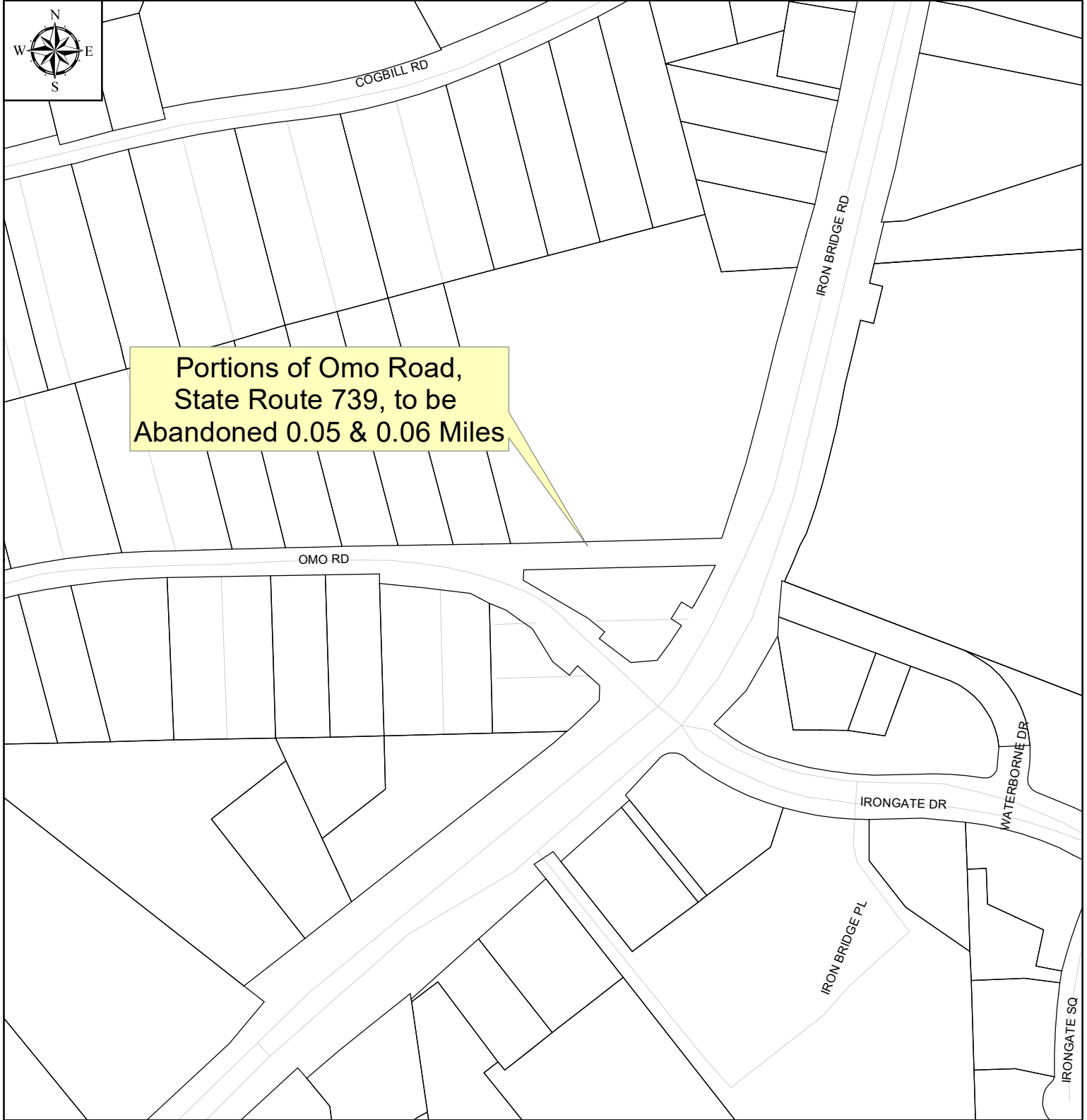
Preparer: Dean Sasek, Real Property Manager

Approved By:

A handwritten signature in black ink, appearing to be "DS", is written over a horizontal line.



Board of Supervisors Meeting - July 22, 2020  
Consider the Abandonment of Portions of  
Omo Road, State Route 739



Chesterfield County  
Real Property Office

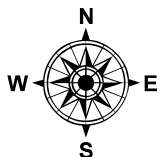
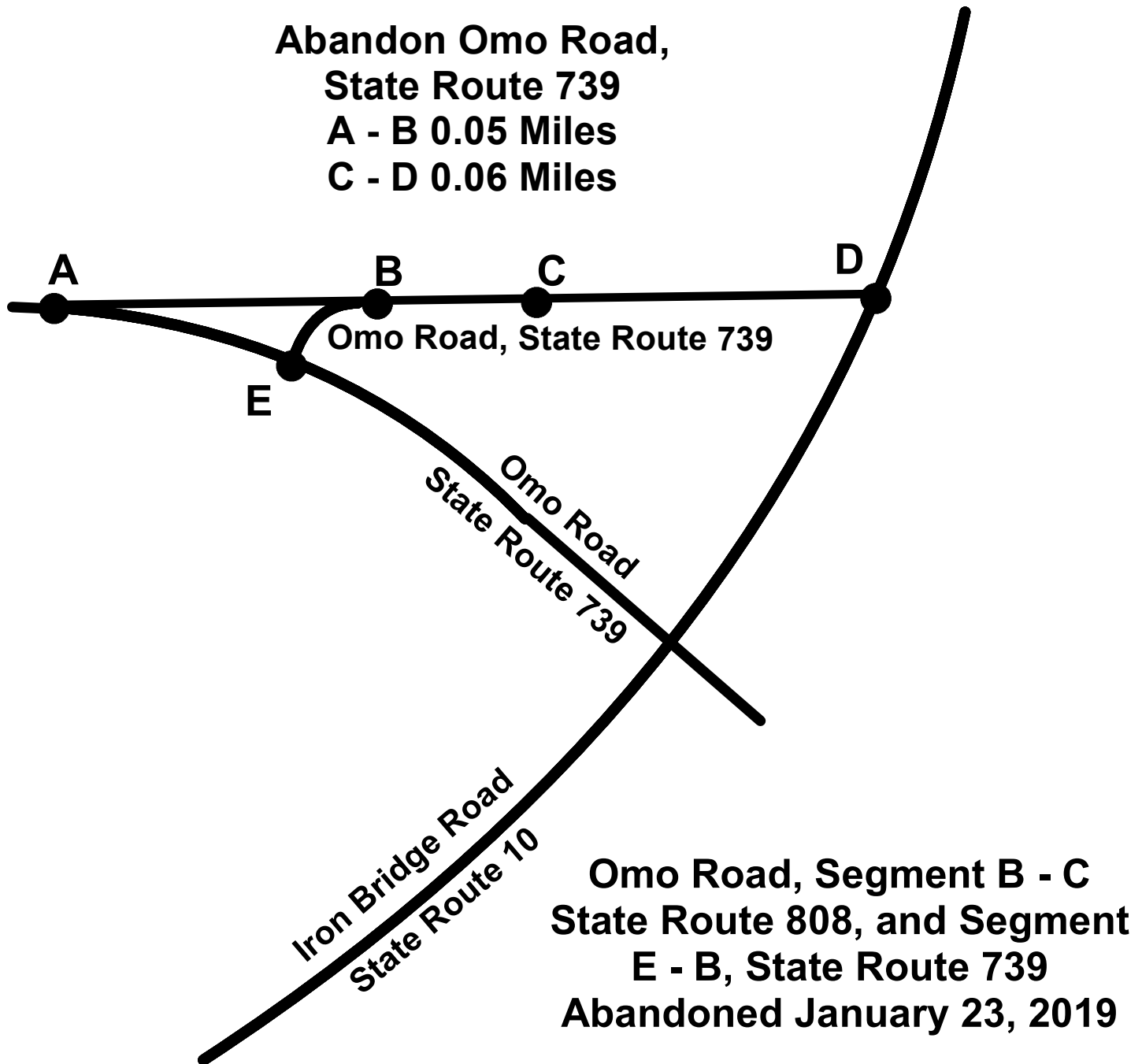


1 inch = 250 feet



Mark T. Motley, Et Als  
Changes in the Secondary System of State Highways;  
Omo Road, State Route 739,  
Chesterfield County, Virginia

**Abandon Omo Road,  
State Route 739  
A - B 0.05 Miles  
C - D 0.06 Miles**



Chesterfield County Real Property Office

May 7, 2020

1 inch = 125 feet



GIS Code: ABANDON  
PIN: 775 681 4052 00000  
Document NO.: 2020-0256

CHESTERFIELD COUNTY: At a regular meeting of the Board of Supervisors, held in the Public Meeting Room at the Chesterfield Administration Building on July 22, 2020, at 6:00 p.m.

### **RESOLUTION and ORDER**

WHEREAS, a sketch has been provided to the Board of Supervisors of Chesterfield County depicting portions of Omo Road, State Route 739, to be abandoned from the Secondary System of State Highways; and,

Whereas, pursuant to a resolution of this Board, dated May 27, 2020, the required notices of the County's intent to abandon portions of Omo Road, State Route 739, identified as segment A-B 0.05 miles and segment C-D 0.06 miles on the attached sketch, have been given in that: on June 8, 2020, a notice was posted in at least three places along Omo Road, State Route 739, and on July 8, 2020, and on July 15, 2020, a notice was published in the Richmond Times-Dispatch having general circulation within the County announcing this Public Hearing to receive comments concerning the proposed abandonment; and on June 3, 2020, notice was sent to the Commissioner of Highways; and,

WHEREAS, after considering all evidence available, this Board is satisfied that no public necessity exists for the continuation of the portions of Omo Road, State Route 739, identified as segment A-B 0.05 miles and segment C-D 0.06 miles, since it serves no public necessity and is no longer necessary as part of the Secondary System of Highways.

NOW, THEREFORE BE IT RESOLVED, that the Chesterfield County Board of Supervisors hereby abandons the above described segments of Omo Road, State Route 739, and removes them from the Secondary System of State Highways, pursuant to Section 33.2-909, Code of Virginia, 1950, as amended.

AND, BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Chesterfield Residency Engineer for the Virginia Department of Transportation at 3301 Speeks Drive, Midlothian, VA 23112.

AND, BE IT FURTHER RESOLVED, that the Board of Supervisors does hereby request that the Commissioner of Highways certify in writing that Omo Road, State Route 739, hereby abandoned is no longer necessary for uses of the Secondary System of State Highways pursuant

to Section 33.2-913, Code of Virginia, 1950, as amended.

Certified By:

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Sara Hall  
Clerk to the Board of Supervisors



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 17.D.**

**Subject:**

To Consider Amendments to County Code Section 14-21, Relating to Cursing and Swearing in Public

**Board Action Requested:**

Adopt the attached ordinance amending County Code Section 14-21.

**Summary of Information:**

On June 24, 2020, the Board set a public hearing to consider amendments to County Code Section 14-21 mandated by the 2020 General Assembly. Section 14-21 currently prohibits profanely cursing and swearing in public, as well as public intoxication. Violation of the ordinance is punishable as a Class 4 misdemeanor, which carries a maximum fine of \$250. The County Code provisions mirror Virginia Code Section 18.2-388. The 2020 General Assembly decriminalized profanely cursing and swearing in public by removing those provisions from Section 18.2-388. As a result, the County Code must be amended to remain consistent with state law. Public intoxication will remain a Class 4 misdemeanor under the amended ordinance. Likewise, the County ordinance prohibiting disorderly conduct and disturbances of the peace will remain in full force and effect.

Staff recommends that the Board adopt the attached ordinance amendments after conducting a public hearing.

**Attachments:**

1. Ordinance Amendment - 14-21 Profane Swearing and intoxication

Preparer: Jeff Mincks, County Attorney

Approved By:



AN ORDINANCE TO AMEND THE CODE OF THE COUNTY  
OF CHESTERFIELD, 1997, AS AMENDED, BY AMENDING AND RE-ENACTING  
SECTION 14-21, RELATING TO PROFANE SWEARING AND PUBLIC INTOXICATION,  
AND PROVIDING FOR A PENALTY

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

(1) *That Section 14-21, of the Code of the County of Chesterfield, 1997, as amended, is amended and re-enacted to read as follows:*

**Sec. 14-21. - Profane swearing and intoxication; transportation of public inebriates to detoxification center.**

If any person ~~profanely curses, swears or~~ is intoxicated in public, whether the intoxication results from alcohol or any other intoxicant or drug, he shall be guilty of a misdemeanor punishable by a fine of not more than \$250.00. A law-enforcement officer may authorize the transportation, by police or otherwise, of intoxicated persons to a court-approved detoxification center in lieu of arrest. However, no person shall be involuntarily detained in a detoxification center.

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



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 17.E.**

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**Subject:**

To Consider the Readoption of an Amendment to Section 9-51 of the County Code to Waive the Accrual of Interest on Delinquent Personal Property Tax Payments Due on June 5, 2020 Until After July 31, 2020 and to Adopt on an Emergency Basis a Waiver of Penalty and Interest until After August 31

**Board Action Requested:**

Readopt Amendments to Code Section 9-51 and Adopt on an Emergency basis new Amendments to Code Section 9-51 Waiving Penalty and Interest on Delinquent Personal Property Tax Bills until After August 31, 2020

**Summary of Information:**

Pursuant to County Ordinance, personal property taxes are due on June 5, 2020. Failure to make payment on June 5 results in the imposition of a penalty of 10% on June 6, 2020. Interest also begins to accrue on such delinquent payments on July 1. At its May 27, 2020 Board meeting, the Board adopted an amendment to Code Section 9-51, which states that no penalty shall be imposed on any delinquent tax payment until after July 31, 2020.

The Board adopted, on an emergency basis, an ordinance amendment to also delay the accrual of interest until after July 31, 2020. This ordinance amendment must be readopted by the Board to remain effective. In order to readopt the amendment regarding the accrual of interest, the Board must hold a public hearing.

Staff also recommends that the Board adopt on an emergency basis an extension of the waiver of the imposition of penalties and interest on such payments from July 31 to August 31.

**Attachments:**

1. Ordinance amending Section 9-51

Preparer: Jeff Mincks, County Attorney

Approved By:



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AN ORDINANCE TO AMEND THE CODE OF THE COUNTY OF CHESTERFIELD, 1997,  
AS AMENDED, BY AMENDING AND RE-ENACTING SECTION 9-51 RELATING TO  
THE IMPOSITION OF PENALTIES AND INTEREST FOR THE LATE PAYMENT OF  
PERSONAL PROPERTY TAX

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

*(1) That Section 9-51 of the Code of the County of Chesterfield, 1997, as amended, is  
amended and re-enacted to read as follows:*

**Sec. 9-51. - Payment.**

- (a) The tangible personal property tax levied on personal property, including mobile homes, and the machinery and tool tax levied on machinery and tools is due and payable on June 5 of each calendar year; however, any prorated tax levied on motor vehicles shall be due and payable in accordance with sections 9-52 et seq. Any person failing to pay such taxes on or before the due date shall incur a penalty of ten percent which shall be added to the amount of taxes owed from such taxpayer. The treasurer shall account for the penalty collected in his settlement.
- (b) All returns of tangible personal property subject to taxation, including mobile homes, machinery and tools, shall be filed by every person liable for the tax with the office of the commissioner of the revenue on forms furnished by it, on or before March 1 of each calendar year; however, every person liable for any prorated tax shall file a return in accordance with section 9-53. Any person failing to file such return on or before the due date shall incur a penalty of ten percent which shall be added to the amount of taxes or levies due from such taxpayer. The treasurer shall account for the penalty collected in his settlement. There shall be no penalty for any person liable for a prorated tax who fails to file a return or when the property subject to taxation is a motor vehicle or a mobile home if the billing date is January 1, 2017 or later.
- (c) In addition to the penalties provided herein, any such taxes remaining unpaid on the first day of the month next following the month in which such taxes become due, shall be delinquent and shall accrue interest at ten percent per annum.
- (d) Upon a written request, the commissioner of the revenue may extend the time for filing tangible personal property returns. The taxpayer must submit a request for an extension of time on or before March 1, including the reason for the extension request. Upon receipt of such request, the commissioner of the revenue may grant or refuse the request, and shall notify the taxpayer of his decision. Any extension of the filing date shall be for a fixed number of days, but not more than 60 days.
- (e) Motor vehicle, boat or trailer owners are required to file a new personal property tax return on or before March 1 of any tax year for which there is (i) a change in the name or address of the person or persons owning the vehicle; (ii) a change in the situs of the vehicle; or (iii) any other change affecting the assessment of the personal property tax on the vehicle for which a tax return was previously filed. Unless and until such a new personal property tax return is filed, the most recent tax return filed prior to January 1, 1996 or any return filed thereafter shall be the basis for the assessment of a motor vehicle boat or trailer. Motor

vehicle, boat or trailer owners are required to file a return as stated in sections 9-51(b) and 9-53 when acquiring one or more vehicles for which no personal property tax return has been filed with the county.

- (f) Notwithstanding the provisions provided above to the contrary, no payment due on June 5, 2020 shall, if delinquent, accrue interest or incur a penalty until after ~~July 31~~ August 31, 2020.

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

0637:117288.2





**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: July 22, 2020**

**Item Number: 20.A.**

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**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 retreat to be held on August 10, 2020.

**Attachments:**

None

Preparer: Sara Hall, Clerk to the Board of Supervisors

Approved By:

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