

SITE PLAN APPLICATION



Spotsylvania County Planning Department

**Merchants Square Office Building
9019 Old Battlefield Boulevard, Suite 320
Spotsylvania, Virginia 22553**

**Phone (540) 507-7434
www.spotsylvania.va.us**

UPDATED: 07/21/2015

TABLE OF CONTENTS

	<u>Page</u>
I. Introduction	1
Major Site Plan	1
Minor Site Plan	1
Site Plan Amendment.....	2
II. County Code References and Guidelines	2
III. Pre-Application Conference Process	2
IV. Site Plan Review Process.....	3
V. Site Plan Submission Requirements Checklist.....	5
Planning and Zoning	5
Minor Site Plan Checklist	6
Site Plan Amendment Checklist	7
Additional Items Required Prior to Approval.....	7
VI. Individual Agency Review Checklists	7
Building Office Review	7
Chesapeake Bay Review	8
Fire Marshal Review.....	8
GIS Department Review.....	9
Health Department Review.....	9
Transportation Review	9
Utilities Review	10
Checklist Certification	11
Appendices	12
Appendix A – Pre-Application Meeting Request	13
Appendix B – Site Data Required on the Plan Coversheet.....	14
Appendix C – Standard Notes	15
Solid Waste Note	15
Floodplain Note.....	15
RPA Notes	15
Construction Waste Storage Note.....	15
Landscape Note.....	15
Building Office Note	15
GPS Tie In Note.....	15
E&S Field Measures Note.....	15
Transportation Note	15
Seeding Note	15
Demolition Note	15
Signage Note	16
Construction/Demolition Materials Note.....	16
Fire Lane Note	16
PASS Note.....	16
Site Plan Certificate	16
Responsible Land Disturber Certificate.....	16

Appendix D – Waiver.....	17
Appendix E – Agreement for Maintenance of Stormwater Drainage System and BMP Facility	18
Appendix F – Agreement for Maintenance of Infiltration/Bioretention Stormwater Drainage and BMP	22
Appendix G – Agreement for Maintenance of Structural Bioretention Filter System and BMP Facility	26
Appendix H – BMP Agreements Checklist.....	30
Appendix I – (Sample Copy) – Individual Form Letter of Credit.....	32
Appendix J – Individual Form Sediment and Erosion Control Performance Bond and/or Agreement.....	33
Appendix K - Site Plan Application.....	34
Appendix L - Site Plan Deposit Fee Worksheet	35

OVERVIEW OF THE SITE PLAN PROCESS

I. Introduction

This application packet outlines the process and requirements for Site Plan review and approval in Spotsylvania County (hereinafter referred to as the "County"). The County requires an approved Site Plan prior to site development for all residential subdivisions and non-residential/commercial sites with 2,500 square feet or more of disturbance. Site Plans serve as the Erosion and Sediment Control Plan to satisfy both the Chesapeake Bay Preservation Act and Erosion and Sediment Control regulations.

The Site Plan review is intended to provide information to enable the County to determine whether a proposed use and/or improvement complies with the development standards of the Spotsylvania County Code, as well as with other applicable regulations.

Please be aware that the development of a lot enrolled in the land use taxation program (administered by the Commissioner of Revenue) may disqualify the property owner from the program. Once the use of the property changes, the owner is responsible for paying the County a roll back tax based on the amount of taxes that had been deferred. The deferred tax is the difference between taxes paid based on the land use value versus the regular, assessed value. While Virginia Code Sec. 58.1-3237 requires the landowner to report a change in use, zoning, or property configuration to the Commissioner of Revenue within sixty (60) days of the action, *it is advisable to contact the Commissioner of the Revenue prior to an application for development to the Planning Department. Changes in the land use status may increase your property taxes. The Commissioner of Revenue can be contacted at 540-507-7053.*

Major Site Plans are for projects and developments (greater than 10,000 sq. ft.) that require a full Site Plan review. The purpose of the Site Plan review is two-fold:

1. The Site Plan acts as the Erosion and Sediment Control (E&S) plan by identifying E&S control measures and practices to be used in developing site improvements;
2. The plan shows all proposed improvements and construction limits to ensure that compliance with the Zoning Ordinance can be attained.

Items shown on a Major Site Plan can include (but may not be limited to): structures (both existing and proposed), landscaping, parking, water and sewer/utility services, open space, site topography, road networks, and stormwater management facilities.

The Application form to apply for a "Major Site Plan" can be found in Appendix K, pg. 34 - Commercial Permit Application.

Minor Site Plans are for the purpose of small projects/developments that will not generate a Major Site Plan review. To be considered a Minor Site Plan a plan must meet the following qualifiers:

1. The project is between 2,500 and 10,000 square feet of total land disturbance and will meet the Chesapeake Bay requirements.
2. The project is compliant under the Zoning District regulations outlined by the Zoning Ordinance.

If a plan does not meet these requirements, it is considered a Major Site Plan, and must comply with the standards of a full Site Plan Review.

The Minor Site Plan process is similar to the Major Site Plan process. The plans are distributed to the departments and agencies that are impacted by the proposed change. The case planner will organize the comments from the reviewers and distribute them to the Applicant and Engineer. The case planner will facilitate the review process and be the point of contact for the applicant and engineer.

For both Major and Minor Site Plans, approval authorizes the Applicant to proceed with an Application **for land-disturbing permits, building permits, other required permits, and any approvals required** in order to develop the property in conformity with the approved Site Plan. Any valid plan under the Code of Virginia

15.2-2261 and outstanding as of January 1, 2011 shall remain valid in accordance with the Code of Virginia Sec. 15.2-2209.1.

The Application form for a "Minor Site Plan" can be found in Appendix K, pg. 34 – Combined Site Plan Application.

Site Plan Amendments are for the purpose of minor revisions or adjustments to a previously approved Site Plan that will not generate a complete Site Plan review. To be considered a Site Plan Amendment, a plan must meet the following qualifiers:

1. No more than 2,500 square feet of total land disturbance of the previously approved project.
2. Does not propose an additional entrance or alteration to a public street.
3. Does not change the previously approved use under the Zoning District regulations.
4. Amends a valid, approved site plan, which is within five (5) years of the original Site Plan approval.

The Application for a "Site Plan Amendment" can be found in Appendix K, pg. 34 – Combined Site Plan Application.

II. County Code References and Guidelines

You may need to consult one or more of the following documents to facilitate preparing a Site Plan:

- Spotsylvania County Code:
 - Chapter 6A- Chesapeake Bay Preservation
 - Chapter 8- Erosion and Sediment Control
 - Chapter 19A- Stormwater Management
 - Chapter 20- Subdivisions
 - Chapter 23- Zoning
- Spotsylvania County Design Standards Manual
- Virginia Uniform Statewide Building Code

All of the aforementioned documents are available on the County's web site: www.spotsylvania.va.us or by contacting the Planning Department at 540-507-7434.

III. Pre-Application Conference Process

Prior to the submission of a Site Plan for review, a Pre-Application Conference is strongly recommended. The Pre- Application Conference is a formal process involving the members of the Technical Review Committee (TRC). The TRC consists of representatives of various intra-county departments, state and federal agencies.

The Pre-Application Process is intended to provide the necessary tools and guidance to the Applicant to ensure the future success of the project through the review process prior to the Applicant's first submittal of a plan. This process affords the opportunity for the Applicant to discuss the project with County staff and other agencies to identify key issues related to land use policy, site issues, transportation, and utilities prior to plan submission. The Pre-Application process is designed so the Applicant may incorporate this information into their project prior to finalizing detailed plans and submitting them for the first review.

Purpose of the Pre-Application Meeting:

- Identify the scope of the project
- Provide initial guidance to the Applicant regarding County and state plans, policies, and expectations
- Identify any major issues or conflicts based on the information provided
- Begin to identify potential site constraints or issues that may affect the development of the site
- Outline the approval process applicable to the proposed development

Application Process:

- Applicant must call (540-507-7434) and schedule a meeting with the planning office. Prior to such meeting the Applicant must have a general plan of development or a concept plan
- Submit a Pre-Application Meeting Request form with a general plan of development or a concept plan. (Appendix A)
- Meeting requests are required to be made at least one (1) week prior to the meeting date requested

- Staff will contact and coordinate with appropriate review agencies to attend the meeting
 - a. The Technical Review Committee (TRC) meets every Thursday at 9:30 a.m.
 - b. Reviews are scheduled every (30) minutes
 - c. The Applicant is encouraged to be present with their Engineer, Surveyor, etc. at the meeting to address any issues with the plan that may be discussed by the TRC

IV. Site Plan Review Process

1. After a Pre-Application Meeting, the Applicant submits the Site Plans [(15) **folded** sets], supplementary documents [two (2) sets], and the review deposit to the Intake Counter. An Application for Site Plan approval may be filed only by the Owner or Attorney-In-Fact of the lot which is the subject of the Site Plan or by any person specifically authorized in writing by the Owner to file such Application. The Checklist (beginning on page 5) together with the 'Individual Agency Review Checklists' and Certification are required to be submitted with the Application.
2. The Site Plans are logged in within three (3) business days and delivered to the Planning Department where a Case Planner is assigned to review the Application for completeness.
3. The Case Planner will determine whether the Application is complete within ten (10) working days of submission. If the Application is complete, the Planning Department distributes the Site Plan to the Technical Review Committee (TRC) members. The TRC Meeting is scheduled for the 2nd Thursday after the submission is determined to be complete. A notification letter is sent to the Applicant and Engineer notifying them of the date of the TRC Meeting, which they are invited to attend. The Case Planner compiles the review comments into a draft letter and e-mails or faxes the letter and the TRC Agenda to the Applicant and Engineer no later than **Tuesday (48 hours)** prior to the TRC Meeting.
4. If the Application is not complete, the Case Planner will notify the Applicant of any deficiencies. The County will take no further steps to process the Application until the Applicant remedies the deficiencies [Sec. 23-4.11.3] and re-submits the plan. The file will be closed if a corrected resubmission does not occur with thirty (30) days.
5. The plan and comments are discussed at the TRC Meeting with the Applicant and Engineer present. In the event the Applicant or Engineer is not present for the review of the plan, it will be scheduled for the following TRC Agenda.
6. The Applicant makes revisions and submits revised Site Plans [(15) **folded** sets] and supplementary documents (2 sets) to the Case Planner within sixty (60) days of the TRC or after receiving all review comments. The resubmission **MUST** include a comment response letter identifying the corrections and where the corrections are located on the plan.
7. ***If the Site Plan proposes public easements which will be maintained by Spotsylvania County, the submission of an Application for an Easement Plat is required prior to Site Plan approval. Approval and recordation of an Easement Plat is required prior to the issuance of an Occupancy Permit for the site. A separate Application and fee are required for the submission of an Easement Plat. More information on the Easement Plat preparation and review process can be found in the "Exempt Plat Application Packet."***
8. **Extensions must be requested in writing** (e-mail is acceptable). The first extension may be granted for up to sixty (60) days. A second extension may be granted for up to thirty (30) days. If extensions are not requested and/or if the extension period passes without resubmission, the Application may be considered **void** and the file closed. At this point, a new Application will need to be submitted (please see [Sec. 23-4.11.7(a)] of the County Code for more information).
9. Depending on the nature of the comments, the Site Plan may be redistributed to specific technical reviewers for review of amendments based on their comments. If there are still outstanding issues that need to be addressed, a comment letter will be sent to the Applicant within twenty (20) business days of the resubmission. If additional revisions are required, follow the procedures outlined in 6 & 7, above. **PLEASE NOTE THAT ADDITIONAL FEES MAY BE DUE UPON THE 3rd SUBMISSION AND ANY SUBSEQUENT SUBMISSIONS:**

- a. If the revisions and additional reviews are solely the result of a County request and not made in previous comment letters, a fee **will not** be assessed.
- b. Minor revisions that result from comments by non-Spotsylvania County government agencies, that were not requested in previous reviews and are not the result of revisions to some portion of the plan, **will not** generate additional fees.
- c. Minor changes, such as: incorrect parcel numbers, errors or omissions in notes, typos, etc., that are not material to the development plan and do not require significant review time; **will not** generate additional fees.
- d. If the revisions and/or additional reviews are necessitated by an oversight by the Applicant's Engineer/Surveyor for not making changes required by staff, as noted in previous reviews or for changes to the plan by the Engineer/Applicant that result in additional revisions, then additional fees **will** be required.

10. Once a plan is "approvable" (i.e. all comments are satisfied), a Best Management Practices (BMP) Agreement is required to be submitted, reviewed, and approved. The BMP Agreement is a legal agreement between the Landowner and the County identifying the requirements for inspection and maintenance of stormwater management facilities. BMP Agreements are required to be reviewed, approved, and recorded (in the Circuit Court) before a plan can be approved and released. There are three types of Agreements:

- a storm drainage system (pond);
- infiltration/bioretenention (LID);
- structural (Filterra/proprietary).

Dependent on the type of facility used on the site, one or more agreements may be required to be submitted for each Site Plan. Please contact the assigned Case Planner if you do not know which Agreement to use. Standard language for each type of agreement is provided in Appendices E, F & G. Each agreement has blanks to be filled in by the Applicant. Please be certain to reference the "approvable" plan on the first page, including its date of inception, revision date, and complete title. A checklist is provided for the Applicant's use (Appendix H). The completed Checklist **MUST** be submitted with the Agreement in order for it to be reviewed and approved. The review process takes two-three (2-3) weeks. The Case Planner will contact the Applicant if there are outstanding comments on the BMP Agreement or if it has been approved and signed. If approved, the Applicant is responsible for recording the document and returning the recordation receipt to the Planning Department.

11. Once the BMP Agreements are approved, and the required plats and supplemental documents submitted, the site plan will be stamped approved by the case planner and forwarded to Code Compliance.

12. Once an approved plan is received by Code Compliance from the Planning Department, it will take three to five (3-5) business days before the approval is packaged and ready for pick-up. Once an approval is ready for pick-up, **the Code Compliance staff will call the Applicant to notify them that the approval is ready and provide the amount of all fees and any required bond amount.** The Applicant will also be notified of any additional information or licenses required for pick-up. If the individual, who needs to be notified that the approval is ready, is different from the Applicant, that information must be provided along with an accurate phone number on the Application. **NO APPROVAL WILL BE ISSUED WITHOUT THE CORRECT BOND FORMAT AND AMOUNT BEING PROVIDED AT PICK-UP.** The standard language for letters of credit and surety bonds is provided in Appendices I & J.

13. A site plan shall be deemed final (and approved) once it has been reviewed and approved by County staff, and **the review fees have been paid in full by the Applicant.**

14. A stamped approved copy of the site plan must be on the construction site and available at all times.

V. Site Plan Submission Requirements Checklist: (Planning and Zoning Review)

This information is **required on all site plans [with (15) sets of Plans]** [Sec. 23-4.11.2]. (see Appendices B & C for required notes).

- ___ 1. The development and improvements are within the parcel boundaries; and if not, all appropriate easements, agreements or authority are in place or secured. [Sec.23-4.11.2a];
- ___ 2. A title block denoting the type of application (Site Plan), name of project, tax map reference, and street address [Sec. 23-4.11.2.c.1]; [Sec. 23-4.11.2.c.1];
- ___ 3. The name, address, and telephone number of the applicant [Sec. 23-4.11.2.c.2];
- ___ 4. The name, address, telephone number, signature, and registration number of the plan preparer, and the preparation date of the plan [Sec. 23-4.11.2.c.3];
- ___ 5. Vicinity map (1" = 2000'), a north arrow, scale, and scale graphic [Sec. 23-4.11.2.c.4];
- ___ 6. The distance to and identification of the nearest intersection [Sec. 23-4.11.2.c.5];
- ___ 7. The boundary of the entire parcel with courses and distances [Sec. 23-4.11.2.c.6];
- ___ 8. Any existing or proposed parcel lines, easements, or rights-of-way within the subject parcel [Sec. 23-4.11.2.c.7];
- ___ 9. The present zoning and principal use of the subject parcel and all contiguous properties [Sec. 23-4.11.2.c.8] [Sec. 23-6 Zoning Districts];
- ___ 10. The boundaries of any overlay zoning districts described in Article 7 of the Zoning Ordinance (Floodplain, Historic, River Protection, Reservoir Protection, Highway Corridor, and Airport) [Sec. 23-4.11.2.c.9];
- ___ 11. A table (with computations) stating the types of proposed uses, the number of residential dwelling units and densities (units/acre), and the gross and net floor areas of nonresidential structures [Sec. 23-4.11.2.c.10] [Sec. 23-5.9 Parking, Sec. 23-5.10 Loading];
- ___ 12. The locations, dimensions, height, and setbacks of all existing and proposed buildings, structures, and other improvements [Sec. 23-4.11.2.c.11];
- ___ 13. A table (with computations) estimating the lot coverage ratio and impervious surface ratio [Sec. 23-4.11.2.c.12];
- ___ 14. An environmental site assessment field locating the boundaries of any lakes, rivers, streams, ponds, or wetlands, and RPAs (see Article 6A of the County Code for a definition of RPA) [Sec. 23-4.11.2.c.13];
- ___ 15. A landscape plan showing existing trees and identify any that are to be removed, and indicate the location (if in RPA, clarifying purpose for tree removal and specifying buffer supplement), dimensions and types of vegetation to be installed under the landscaping and bufferyard requirements of Article 5, Division 5, of the Zoning Ordinance [Sec. 23-4.11.2.c.14] [DSM Article 6];
- ___ 16. The location, dimensions, and material descriptions of all other existing and proposed screens, bufferyards, or landscaping (include tree coverage calculation chart) [Sec. 23-4.11.2.c.15] [DSM Article 6];
- ___ 17. The location and dimensions of existing and proposed parking and loading areas and any other impervious surfaces, such as driveways, streets (and names), cement sidewalks, and playing surfaces (include parking calculations) [Sec. 23-4.11.2.c.16] [DSM Article 5];
- ___ 18. The location and description of all points of access, including sight distance and driveway radii for in-bound and out-bound traffic [Sec. 23-4.11.2.c.17] [DSM Article 5];
- ___ 19. The estimated daily vehicular trips generated by the proposed development on each road segment shown on the plan [Sec. 23-4.11.2.c.18] [DSM Article 5];
- ___ 20. The location and dimensions of on-site pedestrian walkways or bicycle paths and any connection to adjacent property [Sec. 23-4.11.2.c.19] [DSM Article 5];
- ___ 21. Typical roadway pavement and design section for all proposed streets, roads, and driveways [Sec. 23-4.11.2.c.20];
- ___ 22. Points of connection to public water and sewer and/or location of wells and septic systems and reserve drainfields [Sec. 23-4.11.2.c.21];
- ___ 23. Existing and proposed topographic contour lines at two-foot (2') intervals based on field or aerial survey, for the existing site and after the completion of the proposed development. (Indicate the topographic source and preparer on the site plan.); [Sec. 23-4.11.2.c.22];
- ___ 24. The location and dimensions of on-site and off-site facilities for the retention or detention of stormwater [Sec. 23-4.11.2.c.23];

- ___ 25. The size, location, and boundaries of any common open spaces, recreation areas, and recreation facilities, including a statement of whether such open areas are to be dedicated to the public [Sec. 23-4.11.2.c.24];
- ___ 26. For large-scale, phased developments, identification of the location and timing of each phase of the development [Sec. 23-4.11.2.c.25];
- ___ 27. Any known historic building or features (or a note stating there are none present) [Sec. 23-4.11.2.c.26 & 23-7.3];
- ___ 28. Any known places of burial (or a note stating there are none present) [Sec. 23-4.11.2.c.27];
- ___ 29. A table estimating the daily public water usage and sewage flow attributable to the proposed development in gallons per day, including the timing of any necessary connections [Sec. 23-4.11.2.c.28];
- ___ 30. Location of water mains, sewer lines, fire hydrants, gas lines, electrical lines, outdoor lighting, existing drainfields and wells, and outdoor trash receptacles [Sec. 23-4.11.2.c.29];
- ___ 31. An erosion and sediment control plan including the information required under Chapter 8 of the County Code (Erosion and Sediment Control), including specifications for the protection of existing trees during clearing, grading, and all phases of construction [Sec. 23-4.11.2.c.30];
- ___ 32. Any wetland permits required under applicable state or federal law (or a statement that no permits are required) [Sec. 23-4.11.2.c.31];
- ___ 33. Preliminary engineering for all required improvements, drawn to the specifications provided by the County [Sec. 23-4.11.2.c.32];
- ___ 34. Signature and seal of professional person certifying the plan [Sec. 23-4.11.2.c.33];
- ___ 35. Revision block for date, reasons for revision and signature of person making revision [Sec. 23-4.11.2.c.34];
- ___ 36. Signature block for approving agent. [Sec. 23-4.11.2.c.35];
- ___ 37. GPS coordinates for all new storm sewer outfalls, including outfalls from permanent stormwater management facilities. Every site plan shall reference at least two (2) concrete monuments at the subdivision corners to the VCS 1983. All information required under chapter 20, article 8 of the County Code applies. [Sec. 23-4.11.2.c.36];
- ___ 38. Lighting plan including type and height of lights [Sec. 23-4.11.2.c.29 & 23-5.12];
- ___ 39. Location and height of proposed flag poles and freestanding signs;
- ___ 40. Required "Solid Waste Note" is on the plan (see Standard Notes, Appendix C);
- ___ 41. Required "Floodplain Note" is on the plan (see Standard Notes, Appendix C);
- ___ 42. Required "Construction Waste Storage Note" is on the plan (see Standard Notes, Appendix C);
- ___ 43. Required "Signage Note" is on the plan (see Standard Notes, Appendix C,);
- ___ 44. Required "Site Plan Certificate" is on the plan and signed (see Standard Notes, Appendix C);
- ___ 45. Required "Site Data Table" is on the plan and completed (see Site Data Required on Coversheet, Appendix B,).

Minor Site Plan Checklist

- ___ 1. The plan must show all property lines, limits of disturbance, proposed structures, all new parking, or any new areas;
- ___ 2. If the plan originates from a previously approved plan, it must show the previously approved plan, signatures, and date;
- ___ 3. The plan must show any previously approved conceptual plan;
- ___ 4. The applicant must provide a detailed narrative, outlining the proposal consistent with the general notes on the plan;
- ___ 5. The Application form and appropriate fees must be submitted with the first submission;
- ___ 6. Fifteen (15) folded copies on the Minor Site Plan must be submitted with the first submission;
- ___ 7. Any proposed site improvements, i.e. landscaping/buffers, lighting, parking, entrance, dumpster enclosures, etc. must be included for full review;
- ___ 8. Additional erosion and sediment control measures if necessary to prevent sediment transport off-site;

- ___ 9. Estimate of daily public water and sewage flow attributable to proposed development, including any new fees or necessary connections, upgrades, or service lines (Verify with Public Utilities staff 540-507-7300).

Site Plan Amendment Checklist

- ___ 1. The plan must show the previously approved plan, signature, and date;
- ___ 2. The plan must show the previously approved conceptual plan/GDP with an overlay of all the proposed changes;
- ___ 3. The Applicant must provide a detailed narrative outlining the proposed changes consistent with the general notes on the plan;
- ___ 4. The Application form and appropriate fees must be submitted and paid;
- ___ 5. Fifteen (15) copies of the Amended Site Plan.

Additional Items Required Prior To Approval

- ___ 1. A copy of the VSMP application or verification of such must be provided;
- ___ 2. If any waivers or modifications are requested, a Waiver Form (Appendix D) must be completed and submitted and the waiver document incorporated into the Site Plan;
- ___ 3. Easement sheet;
- ___ 4. Plats of easement and/or right-of-way dedication, if required (**separate application and fees are required**);
- ___ 5. Any additional items deemed necessary during the pre-application meeting.

VI. Individual Agency Review Checklists

The Applicant must submit a copy of this Checklist, along with the County's Site Plan Application, with a certification that the plans reflect all applicable items on the Checklist. The Utilities Checklist is not all-inclusive, but merely representative of items that are routinely improperly submitted or otherwise selected by the Department of Utilities for your convenience. **Use of the checklist does not relieve the Applicant from the responsibility for complete compliance with all of the standards and requirements shown in this Manual, whether or not reflected on the Checklist.**

Building Office Review

- ___ 1. Provide separation distances to lot lines and/or imaginary lot lines between buildings on the same lot to address possible questions for the requirement for exterior wall fire ratings and opening permitted;
- ___ 2. Identify accessible route to building; accessible parking space location to create shortest accessible route of travel to building entrance; curb cut/ramp designs;
- ___ 3. Provide accessible parking signage, van accessible, fines, towing, and accessible path dimensions. [consistent with DSM 5-5.2];
- ___ 4. Identify the number of accessible parking spaces, dimensions, number of handicap parking spaces required based on the total spaces required per Zoning Ordinance, dimension of access aisles, and van accessible;
- ___ 5. Provide the height, area, and use group of the proposed structure. Is a sprinkler system proposed? If so, further explain and define;
- ___ 6. Identify any existing structure that will be demolished;
- ___ 7. Identify if any existing property lines that run through the proposed are being abandoned;
- ___ 8. Provide the "Building Office" note on the plan (see Standard Notes, Appendix C);
- ___ 9. Provide the "Demolition" note on the plan if any structures will be demolished (see Standard Notes, Appendix C).

Chesapeake Bay Review

(The following do not cover the RPA determinations and stormwater concept plans that may be required depending upon the development).

- ___ 1. Required, signed "Responsible Land Disturber" Certificate is on the plan (see Standard Notes, Appendix C);
- ___ 2. VSMP Permit Application – this is for all projects greater than 2500 square feet of disturbance;
- ___ 3. BMP Agreements completed;
- ___ 4. Wetlands permits/wetlands delineation;
- ___ 5. RPA Field Delineation (required whenever county maps show RPA on the site or close to the site);
- ___ 6. Fencing around all SWM facilities located within 300' of a residence or daycare;
- ___ 7. HUC Code;
- ___ 8. 1 year, 24-hour storm extended detention for projects greater than 10 acres;
- ___ 9. Soil borings and geotechnical report for all dam embankments;
- ___ 10. Soil work for all infiltration facilities;
- ___ 11. E&S Bond (including bonding of SWM Facilities) – must use Spotsylvania guidelines and include 25% for maintenance;
- ___ 12. SSF should be used for any construction in close to wetlands/RPA and along major roads (1, 3, 17, etc.);
- ___ 13. Amount of land disturbance must be stated in E&S Project Description;
- ___ 14. Description;
- ___ 15. Required "RPA" notes are on the plan (see Standard Notes, Appendix C);
- ___ 16. Required "Landscape" note is on the plan (see Standard Notes, Appendix C);
- ___ 17. Required "E&S Field Measures" note is on the plan (see Standard Notes, Appendix C);
- ___ 18. Required "Seeding" note is on the plan (see Standard Notes, Appendix C);
- ___ 19. Required "PASS" note is on the plan (see Standard Notes, Appendix C);
- ___ 20. Provide GPS coordinates on the outfalls from any stormwater management structure including but not limited to SWM Pond Outfalls and emergency spillways, discharge points from BMP facilities, level spreaders and other similar SWM or BMP facilities. (EPA/DCR/DEQ SWM Regulations Discharge Locations and Identification.);
- ___ 21. A landscape bond must be posted for all required landscaping related to a site. These items include but are not limited to parking lot plantings, lot line screening and vegetative BMP's. The bond amount is equal to ½ of the estimated total landscaping cost plus 25% maintenance fee.
- ___ 22. A completed Virginia Stormwater Management Permit (VSMP) Registration Statement.

Fire Marshal Review

- ___ 1. No scale less than 1"=50' [DSM 2-6 2.b];
- ___ 2. Provide streets, parking spaces, fire hydrants, fire department connections, fire department access lanes, and any other pertinent information as indicated by the Fire Official [DSM 2-6 2.b];
- ___ 3. Provide the USE group classification including the type of operations that will occur at this site as defined by the Uniform Statewide Building Code [DSM 2-6 2.b.1];
- ___ 4. Identify the type of construction as defined by the Uniform Statewide Building Code [DSM 2-6 2.b.2];
- ___ 5. Located and identify existing and proposed water mains and sizes [DSM 2-6 2.b.3];
- ___ 6. Provide water pressure and flow capability, static pressure residual pressure, flow in the GPM [DSM 2-6 2.b.4 - Calculation of the fire flow required on site per Section 2-4.3 for calculation procedure 2.b.3. (a)];
- ___ 7. Locate the existing and proposed fire hydrants within 800 feet of the project site on the plan [DSM 2-6 2.b.5];
- ___ 8. Identify the location of all proposed fire lanes with details of curb marking, sign locations and detail [DSM 2-6 2.b.6];
- ___ 9. Identify the location and type of any proposed hazardous materials storage areas, interior or exterior [DSM 2-6 2.b.7];

- ___ 10. Identify all fencing or any other potential obstruction to fire hydrants, fire department connections, or fire lanes [DSM 2-6 2.b.8];
- ___ 11. Provide the type of fire suppression or detection equipment to be provided: i.e. sprinklers, standpipes, smoke or heat detectors, etc. [DSM 2-6 2.b.9];
- ___ 12. Provide the location, type, and size of underground fire lines [DSM 2-6 2.b.10];
- ___ 13. Provide location of fire department Siamese connections (street front of building) [DSM2-62.b.11];
- ___ 14. Provide the height of building in feet and stories [DSM2-62.b.12];
- ___ 15. List a complete breakdown of building interiors such as fire walls, tenant separations, etc. [DSM 2-6 2.b.13];
- ___ 16. If a fixed fire suppression or detection system is to be provided, the type of system shall be clearly indicated and will be subject to the applicable section of the Uniform Statewide Building Code [DSM 2-6 2.b.14];
- ___ 17. Provide complete details for all structures consistent with Plate 2-1 through 2-6 2.b.13;
- ___ 18. The required "Fire Lane" note is on the plan (see Standard Notes, Appendix C);
- ___ 19. The required "Construction/Demolition Materials" note is on the plan (see Standard Notes, Appendix C).

GIS Department Review

- ___ 1. Provide GPS coordinates on two property corners by one of the two methods described below.
 - ___ a. VA State Plane, North Zone, 1983 Datum X,Y coordinate values on two adjacent outer perimeter property pins or monumented corners; or
 - ___ b. Surveyed distance and bearing traverses to and between two intervisible County, NGS, or VDOT monuments, from and between two adjacent outer perimeter property pins or monumental corners;
- ___ 2. "GPS Tie-in" note must be placed on cover sheet (see Standard Notes, Appendix C).

Health Department Review

Items reviewed per Sewage Handling and Disposal Regulations.

- ___ 1. OSE Form F, *Request for Subdivision Review by Local Government*;
- ___ 2. Subdivision plat to scale of 1"=100' or larger;
- ___ 3. Original topography shown at 2 ft. intervals or less;
- ___ 4. Lot boundaries, lot line dimensions, acreage;
- ___ 5. Overall site boundary;
- ___ 6. Neighboring property lines within 200 ft. of outermost property line;
- ___ 7. Existing and proposed road cuts and fills;
- ___ 8. Drainage easements and structures;
- ___ 9. Utility easements, proposed and existing (electric, phone, gas, water, cable, etc.);
- ___ 10. Significant landscape features;
- ___ 11. Existing and proposed water supplies, drainfields and reserve areas for each lot and within 200 ft. of outermost property line;
- ___ 12. Individual OSE/PE Soil Reports, identified as to individual lot, section number and subdivision;
- ___ 13. Drainfield sites, reserve areas, water supply locations clearly shown to scale on plat;
- ___ 14. Licensed OSE certification statement, signature, seal and date;
- ___ 15. PE certification, seal and date;

Transportation Review

- ___ 1. Identify all accessible routes to public and private streets, travel lanes, and parking space traffic flows and patterns;
- ___ 2. Provide signage detail and location on plan: Children at Play, Do Not Enter, One-Way, Stop, Exit Only, Enter Only, No Left turn, etc.;

- ___ 3. Identify all pavement and directional markings identifying direction and traffic patterns and for intersections on the plan;
- ___ 4. Identify all sidewalk locations, size and pedestrian connectivity on site and to and from adjacent sites;
- ___ 5. Provide street acceptance compliance detail in general notes with conformance to DSM standards and VDOT;
- ___ 6. Demonstrate the Transportation Element of the Comprehensive Plan and DSM on the plan or in the general notes;
- ___ 7. The required "Transportation" note is on the plan (see Standard Notes, Appendix C).

Utilities Review

- ___ 1. Site Plan complies with preliminary or master site plan;
- ___ 2. Site Plan complies with County Water/Sewer Master Plan;
- ___ 3. Water services indicated;
- ___ 4. Existing water main shown;
- ___ 5. Proposed meter(s) shown;
- ___ 6. Easements shown and labeled including size;
- ___ 7. Water and Sewer easements separate from other utilities;
- ___ 8. Fire hydrants (500' max spacing residential, see Article 2 for others);
- ___ 9. Adequate access to hydrant for emergency apparatus - avoid location of fire hydrants along shoulders;
- ___ 10. Adjoining properties have access to water main either by easement or by water / sewer main extension to the property line;
- ___ 11. Water/sewer main size and material indicated in plan and profile;
- ___ 12. Water mains should be looped whenever possible;
- ___ 13. Meter and vault size shown;
- ___ 14. Correct vault detail provided;
- ___ 15. Services provided to all existing and proposed lots or parcels;
- ___ 16. Constant residual pressure - 20 psi minimum;
- ___ 17. All valves, tees, crosses, bends, hydrants, etc. are labeled and stationed;
- ___ 18. Valves spaced not over 500' intervals;
- ___ 19. Valve boxes outside pavement shall have tops set to the finish grade 6" deep concrete collar around valve box;
- ___ 20. Tees must have at least 2 gate valves provided;
- ___ 21. Crosses must have at least 3 gate valves provided;
- ___ 22. Bend dimensions are clearly shown (degree or inches). Joint restraint provided on all bends (THRUST BLOCKS PROHIBITED);
- ___ 23. Waterline size shown, minimums met (8" unless specifically approved);
- ___ 24. 3/4" minimum service line for single family;
- ___ 25. Water lateral and sewer lateral minimum 10' separation;
- ___ 26. Minimum ground cover 42" over waterlines;
- ___ 27. Dewatering hydrants provided at all low points;
- ___ 28. Scale provided, plan and profile (horizontal/vertical);
- ___ 29. Station given for all valves, tees, crosses, bends, hydrants, etc.;
- ___ 30. Special protection for water mains located under sewer mains;
- ___ 31. Hydraulic Report submitted, meets requirements;
- ___ 32. Meter Sizing worksheets submitted, match construction drawings;
- ___ 33. Fire flow test provided upon request;
- ___ 34. Sewer services stationed and labeled;
- ___ 35. Existing sewer main shown;
- ___ 36. Manholes shown and numbered;
- ___ 37. Existing manhole connection indicated;
- ___ 38. Sewer lines in and out of manholes at 90 degrees or greater;
- ___ 39. Sanitary manhole - stub provided for future extension;

- ___ 40. Commercial properties under Sewage Use/Pretreatment Ordinances have a monitoring manhole or grease trap;
- ___ 41. Pump station – requires separate specific approval. Considered complex, requires pre-submittal meeting with Utilities;
- ___ 42. Maximum separation between manholes, 400' if 15" or less, 600' if > 15";
- ___ 43. Manholes in floodplains have water tight lids;
- ___ 44. Sanitary House Connection/lateral minimum (4" single, 6" double);
- ___ 45. Minimum basement elevation shown;
- ___ 46. Sewer line size indicated, including percent slope;
- ___ 47. PVC-minimum depth 48";
- ___ 48. DIP-required: low cover (2.3.2), boring (2.3.1), conflicts (2.3.1), and stream crossings (2.3.1);
- ___ 49. Stream crossings consistent with Standard Detail for Stream Crossings;
- ___ 50. Minimum grades met (refer to specifications - 8"-0.40%; 10"-0.28%);
- ___ 51. Drop connections must be identified;
- ___ 52. Inverts given for all lines, stubs and manholes (minimum 0.1' and maximum 0.5');
- ___ 53. Rim elevation indicated.

Checklist Certification:

Date: _____

Engineering Firm: _____

Engineer's Name: _____

(Printed)

(Signature)

APPENDICES

County of Spotsylvania

Department of Planning
9019 Old Battlefield Blvd, Suite 320
Spotsylvania, Virginia 22553
Phone: (540) 507-7434



Pre-Application Meeting Request

Property Owner(s): _____

Developer/Applicant: _____

Phone #: _____ Cell # _____ *Email: _____

Tax Map#: _____ Existing Zoning: _____ Proposed Zoning: _____ Disturbed Zoning: _____ Parcel Acreage: _____

Parcel Address: _____

Type of Application: _____

Public Water: Yes No Public Sewer: Yes No

Is this an active project in the County or have there been any prior approvals? Yes No

If yes, list: _____

Issues or items to be discussed:

Department/Staff requested to attend:

*Requested DATE of PRE-APPLICATION MEETING (Thursday): _____

Signature of Submitter: _____

*Please submit this request on Monday the week prior to the week of the meeting date with a General Development Plan or Concept Plan.

Site Data Required on the Plan Coversheet

Applicant Name:

Address:

Phone:

Owner Name:

Address:

Phone:

Plan Preparer Name:

Address:

Phone:

Tax Map Number:

Parcel Zoning:

Overlay District(s):

Proposed Use of Structures:

Site Area (in acres):

Land Disturbance (in acres):

Length of water and sewer (not including laterals or privately owned force mains):

Residential Dwelling Units:

Number:

Density (units/acre):

Nonresidential Structures:

Gross Floor Area:

Net Floor Area:

Floor Area Ratio (FAR):

Impervious Surface (sq. ft.):

Impervious Surface Ratio (%):

Hydrologic Unit Code:

Wetlands on Site (y/n):

Wetlands Permits Required (y/n), Permit #:

Known Historic Buildings or Features (y/n):

Known Places of Burial (y/n):

Method for Solid Waste Storage:

Method of Solid Waste Collection:

Building Code Use Group/Type of Construction:

Standard Notes

Solid Waste Note: *All refuse must be disposed of at County-approved disposal sites.*

Floodplain Note (include the applicable note):

- a. *No portion of the land hereon is located in the F.I.R.M. 100-year special flood area zone "A", as indicated on map # _____ dated February 18, 1998. However, this land is located in zone "X" (areas outside of the 500-year floodplain).*
- or,
- b. *Portions of the land hereon are located in the F.I.R.M. 100-year special flood area zone "A" as indicated on map # _____ dated February 18, 1998 and are so designated hereon.*

RPA Notes:

Chesapeake Bay Preservation Act

CBPA is an overlay district for the entire Spotsylvania County and the parcel described within this plan lies within the RMA features and (does/does not) contain RPA features within the Chesapeake Bay Preservation Area Overlay District.

If RPA exists:

The Resource Protection Area (RPA) is a 100 foot wide buffer area that shall remain undisturbed and vegetated in accordance with Spotsylvania County Code Chapter 6A, Chesapeake Bay Preservation.

and,

The RPA was determined by field delineation by _____ (company name, etc.)

Construction Waste Storage Note: *Prior to the issuance of a Certificate of Occupancy, all stockpiled materials, including but not limited to stumps, brush, and construction debris shall be removed from the property and disposed of in accordance with Chapter 19 of the County Code (Solid Waste) or any other state or federal regulations.*

Landscape Note: *Prior to development, the boundaries of the construction footprint shall be clearly marked on the property and suitable protective barriers shall be erected five (5) feet outside of the drip line of any tree or stand of trees to be preserved within 100 feet of the construction footprint. The barriers shall remain erected throughout all phases of construction. The storage of equipment, materials, debris, or fill shall not be allowed within the area protected by the barrier. Required landscape material, planting, and maintenance of best management practices shall conform to Chapter 6A of the Spotsylvania County Code.*

Building Office Note: *Approval of this site plans DOES NOT allow or give permission for any construction of the structures or other features shown herein. A separate review and approval will be required, from the Building Safety Department, prior to construction of any of the following: retaining walls, site lighting, free standing signs, building sewer lines, underground tank, above ground tank, fire lines, all proposed structures or any other feature that is defined as a structure by the Virginia Construction Code.*

GPS Tie In Note: *The (site plan) shown hereon is referenced to the Virginia Coordinate system of 1983 as computed from a field survey which ties this development boundary to (SC or NGS or VDOT) monument (insert number and name of monument).*

The grid factor (elevation factor X scale factor) that has been applied to the field distance to derive the referenced coordinates is (insert complete grid factor). Unless otherwise stated the plat distances shown are intended to be horizontal distances measured at the mean elevation of the development.

The bearings shown are referenced to VCS 1983 Grid North. The foot definition used for conversion of the monument coordinates is the: "U.S. Survey Foot" or 1 ft. = 1200/3937 meter.

Geodetic control monuments existing or placed within the boundaries of this development shall not be disturbed. The landowner assumes the responsibility for replacement of any disturbed monument.

E&S Field Measures Note: *Additional erosion control measures may be required as field conditions warrant.*

Transportation Note: *A separate permit review and approval is required through Virginia Department of Transportation prior to any construction of all road network and entrances. VDOT Approval is required for work in the right-of-way.*

Seeding Note: Contractor shall seed or mulch all denuded or disturbed areas in accordance with Virginia Erosion & Sediment Control Regulations Standards MS-1, MS-2, & MS-3.

Demolition Note: A separate demolition permit is required.

Signage Note: A separate sign permit is required.

Construction/Demolition Materials Note: No burning of construction or demolition materials on site.

Fire Lane Note (for non-residential): Fire line and fire department connection locations and sizes will not be approved until sprinkler system design is approved by Fire Marshal. A separate permit is required for this work.

PASS Note: Due to recent findings of possible acid sulfate soils (PASS) within Spotsylvania County; it is recommended that the developer, builders and engineers be aware that if acid sulfate soils as well as other soils that produce a pH of <4 are present on the project site extensive treatment to bring the soils acid/pH level to an acceptable level to sustain any form of plant growth may be required.

Site Plan Certificate:

I hereby certify that to the best of my knowledge and belief this plan is correct and complies with Chapter 6A of the Spotsylvania County Code, and that I am a qualified professional licensed in Virginia.

Va. License #: _____

Signature Date

Responsible Land Disturber Certificate:

RLD # _____

Name

COUNTY OF SPOTSYLVANIA
DEPARTMENT OF PLANNING
WAIVER

9019 OLD BATTLEFIELD BLVD., SUITE 320, Spotsylvania, Virginia 22553
Phone: 540-507-7434

SECTION I – GENERAL INFORMATION

Applicant _____	Date _____
Address _____	Application Number _____
_____	Project Name _____
_____	Waiver Number _____

SECTION II – SPECIFICS OF WAIVER REQUEST

Section of Design Standards Manual Requested to be waived: _____

DSM Requirement(s):

Applicant's Justification for Waiver:

SECTION III – PLANNING OFFICE RECOMMENDATION

Recommendations: Approval Denial

Site Plan Case Planner: _____

Reason(s) for Approval/Denial:

SECTION IV – ADDITIONAL COMMENTS:

Director's Action:	Approval of Waiver	Denial of Waiver
--------------------	--------------------	------------------

Signature: _____	_____
Director of Planning	Date

Tax Map No. _____

**AGREEMENT FOR MAINTENANCE OF
STORMWATER DRAINAGE SYSTEM
AND BEST MANAGEMENT PRACTICE
FACILITY**

THIS AGREEMENT, made this ____ day of _____, 20____, by and between _____ (please type) a _____ (please type) Corporation/partnership/LLC, or husband and wife, or individually, ("the Owner"), and the COUNTY OF SPOTSYLVANIA, VIRGINIA, a political subdivision of the Commonwealth of Virginia ("the County"), recites and provides as follows:

WHEREAS, THE OWNER, is the owner of certain real estate shown as Tax Map No. _____, situated in _____ Magisterial District, Spotsylvania County, Virginia, known as LOT _____, SECTION _____, which is to be developed as a _____; and

WHEREAS, The Owner is providing a stormwater drainage system consisting of a BEST MANAGEMENT PRACTICE (BMP)/DETENTION/RETENTION FACILITY (herein referred to as the "FACILITY") as shown and described on the plans entitled _____, dated _____, 20____, and revised through _____, 20____, made by _____ or as shown on any subsequent revision approved by the County, a copy of which is incorporated by reference; and

WHEREAS, to comply with the rules and regulations of the County pertaining to this project, the Owner has agreed to maintain the Facility in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and undertaking of the parties, the parties hereby agree as follows:

1. MAINTENANCE OF THE "FACILITY"

The Owner agrees that it shall maintain in perpetuity the Facility in a manner which will permit the Facility to perform the purposes for which it was designed and constructed, and in accordance with the standards by which it was designed and constructed, all as shown and described on the plans referenced above. Specifically, however, the Owner agrees that it shall:

- (i) remove silt and other debris from the Facility so as to maintain the elevation of the bottom of the Facility as shown on the approved plans;
- (ii) plant and mow grass or maintain a vegetative cover on any slopes surrounding the Facility;
- (iii) maintain in good order and repair any principal and emergency spillways which serve as the outflow devices for the Facility; and
- (iv) perform any maintenance or repairs requested in writing by the County within thirty (30) days of such request or such longer time if specified by the County; and
- (v) install and maintain fences and warning signs in good repair as required by Spotsylvania County.

2. FINAL INSPECTION REPORTS

The Owner agrees that it will have the Design Engineer certify in writing to the County within (30) days of completion of the Facility that the Facility is constructed in accordance with the approved plans and specifications.

3. INSPECTION FOR PREVENTATIVE MAINTENANCE

- (a) The Owner agrees to cause inspections to be made of the Facility by a Professional Engineer registered in Virginia retained at the Owner's expense and approved by the County. The inspection shall occur during the last (60) days of the first year of operation and at least once every (3) years thereafter.

(b) The inspection reports shall be submitted in writing to the County within (30) days after each inspection. The reports shall include the following:

- (1) The date of inspection;
- (2) Name of inspector;
- (3) The condition of:
 - (i) Vegetation,
 - (ii) Fences,
 - (iii) Spillways,
 - (iv) Embankments,
 - (v) Reservoir area,
 - (vi) Inlet and outlet channels,
 - (vii) Underground drainage structures,
 - (viii) Sediment load,
 - (ix) Gates and Valves or,
 - (x) Any other item that could affect the proper function of the Facility.

(c) The Owner agrees to perform promptly all needed maintenance specified in the inspection report within (60) days or such longer time if agreed to by the County in writing.

4. RIGHTS OF THE COUNTY IN THE EVENT OF DEFAULT BY THE OWNER

In the event of any default or failure by the Owner in the performance of any of the covenants and warranties pertaining to the maintenance of the Facility, as provided herein, the County, after providing reasonable notice to the Owner, may enter upon the property and perform the necessary maintenance or repairs. All costs thereof expended by the County in performing such necessary maintenance or repairs shall constitute a lien against the properties of the Owner described hereunder; provided, however, that such lien shall not become perfected nor encumber the properties of the Owner until such time as a memorandum of lien setting forth the amount of the lien shall be recorded in the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia, and indexed in the grantor's index in the name of the Owner. Any lots or property conveyed of record by the Owner to third parties prior to the recordation of said memorandum of lien as aforesaid shall pass free and clear of any such lien, and such memorandum of lien shall not be construed to create an encumbrance upon title of any such lots or property so conveyed of record by the Owner to third parties. However, nothing herein shall obligate the County to maintain the Facility.

5. INDEMNIFICATION OF COUNTY

The Owner hereby agrees that it shall save, hold harmless, and indemnify the County and its employees and officers from and against all liability, losses, claims, demands, costs and expenses arising from, or out of, default or failure by the Owner to maintain the Facility, in accordance with the terms and conditions set forth herein, or from acts of the Owner arising from, or out of, the construction, operation, repair or maintenance of the Facility.

6. The parties hereto expressly do not intend by execution of this Agreement to create in the public, or any member thereof, any rights as a third party beneficiary or to authorize anyone not a party hereof to maintain a suit for any damages pursuant to the terms of this Agreement.

7. This Agreement shall be a covenant which runs with the land and shall inure to the benefit of and shall be binding upon the parties hereto, their respective successors and assigns, and all subsequent owners of the property.

8. Upon execution of this Agreement, it shall be recorded in the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia, at the Owner's expense.

IN WITNESS WHEREOF, the Owner has caused this Agreement to be signed in its names by a duly authorized person.

(type) Name of Corporation/Partnership/LLC

By: _____
Signature of the Authorized Person to Sign
for the Corporation/Partnership/LLC

Title of the Authorized Person to Sign for the
Corporation/Partnership/LLC

COMMONWEALTH OF _____
CITY/COUNTY OF _____, to wit:

The foregoing Agreement was acknowledged this the _____ day of _____, 20____, by _____ who is the

[Owner(s)]

_____ of the Corporation/Partnership/LLC (if applicable).

(Title)

Notary Public

Printed Name

My Commission Expires: _____

Registration Number: _____

(sign) Individual Owner

(sign) Individual Owner

COMMONWEALTH OF _____
CITY/COUNTY OF _____, to wit:

The foregoing Agreement was acknowledged this the _____ day of _____, 20____, by _____

[Individual Owner(s)]

Notary Public

Printed Name

My Commission Expires: _____

Registration Number: _____

COUNTY OF SPOTSYLVANIA, VIRGINIA

By: _____
Mark B. Taylor
County Administrator

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA, to wit:

The foregoing Agreement was acknowledged this the _____ day of _____, 20____, by Mark B. Taylor, who is the County Administrator of Spotsylvania County.

Notary Public

Printed Name

My Commission Expires: _____

Registration Number: _____

APPROVED AS TO FORM:

COUNTY ATTORNEY

Tax Map No. _____

**AGREEMENT FOR MAINTENANCE OF
INFILTRATION/BIORETENTION
STORMWATER DRAINAGE SYSTEMS
AND BEST MANAGEMENT PRACTICES**

THIS AGREEMENT, made this ____ day of _____, 20____, by and between _____ (please type) a _____ (please type) Corporation/partnership/LLC, or husband and wife, or individually, ("the Owner"), and the COUNTY OF SPOTSYLVANIA, VIRGINIA, a political subdivision of the Commonwealth of Virginia ("the County"), recites and provides as follows:

WHEREAS, THE OWNER, is the owner of certain real estate shown as Tax Map No. _____, situated in _____ Magisterial District, Spotsylvania County, Virginia, known as LOT _____, SECTION _____, which is to be developed as a _____; and

WHEREAS, The Owner is providing a stormwater drainage system consisting of a BEST MANAGEMENT PRACTICE (BMP)/DETENTION/RETENTION FACILITY (herein referred to as the "FACILITY") as shown and described on the plans entitled _____, dated _____, 20____, and revised through _____, 20____, made by _____ or as shown on any subsequent revision approved by the County, a copy of which is incorporated by reference; and

WHEREAS, to comply with the rules and regulations of the County pertaining to this project, the Owner has agreed to maintain the Facility in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and undertaking of the parties, the parties hereby agree as follows:

1. MAINTENANCE OF THE "FACILITY"

The Owner agrees that it shall maintain in perpetuity the Facility in a manner which will permit the Facility to perform the purposes for which it was designed and constructed, and in accordance with the standards by which it was designed and constructed, all as shown and described on the plans referenced above. Specifically, however, the Owner agrees that it shall:

- (i) perform any maintenance or repairs requested in writing by the County within thirty (30) days of such request or such longer time if specified by the County;
- (ii) maintain, update and store the maintenance records for the Facility;
- (iii) during extreme droughts the plants shall be watered in the same manner as any other landscape material; and
- (iv) in the event of a chemical spill all soil and plants shall be removed and properly disposed and replaced with new uncontaminated filter media and plants.
- (v) _____
- (vi) _____
- (vii) _____
- (viii) _____

2. FINAL INSPECTION REPORTS

The Owner agrees that it will have the Design Engineer certify in writing to the County within (30) days of completion of the Facility that the Facility is constructed in accordance with the approved plans and specifications.

3. INSPECTION FOR PREVENTATIVE MAINTENANCE

- (a) The Owner agrees to cause inspections to be made of the Facility by a Professional Engineer registered in Virginia retained at the Owner's expense and approved by the County. The inspection shall occur every (3) months and after major storm events for the first year of operation and at least once every year thereafter.
- (b) The inspection reports shall be submitted in writing to the County within (30) days after each inspection. The reports shall include the following:
 - (1) The date of inspection;
 - (2) Name of inspector;
 - (3) The condition and/or presence of:
 - (i) _____
 - (ii) _____
 - (iii) _____
 - (iv) _____
 - (v) _____
 - (vi) _____
 - (vii) Any other item that could affect the proper function of the Facility.
- (c) The Owner agrees to perform promptly all needed maintenance specified in the inspection report within (60) days or such longer time if agreed to by the County in writing.

4. RIGHTS OF THE COUNTY IN THE EVENT OF DEFAULT BY THE OWNER

In the event of any default or failure by the Owner in the performance of any of the covenants and warranties pertaining to the maintenance of the Facility, as provided herein, the County, after providing reasonable notice to the Owner, may enter upon the property and perform the necessary maintenance or repairs. All costs thereof expended by the County in performing such necessary maintenance or repairs shall constitute a lien against the properties of the Owner described hereunder; provided, however, that such lien shall not become perfected nor encumber the properties of the Owner until such time as a memorandum of lien setting forth the amount of the lien shall be recorded in the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia, and indexed in the grantor's index in the name of the Owner. Any lots or property conveyed of record by the Owner to third parties prior to the recordation of said memorandum of lien as aforesaid shall pass free and clear of any such lien, and such memorandum of lien shall not be construed to create an encumbrance upon title of any such lots or property so conveyed of record by the Owner to third parties. However, nothing herein shall obligate the County to maintain the Facility.

5. INDEMNIFICATION OF COUNTY

The Owner hereby agrees that it shall save, hold harmless, and indemnify the County and its employees and officers from and against all liability, losses, claims, demands, costs and expenses arising from, or out of, default or failure by the Owner to maintain the Facility, in accordance with the terms and conditions set forth herein, or from acts of the Owner arising from, or out of, the construction, operation, repair or maintenance of the Facility.

- 6. The parties hereto expressly do not intend by execution of this Agreement to create in the public, or any member thereof, any rights as a third party beneficiary or to authorize anyone not a party hereof to maintain a suit for any damages pursuant to the terms of this Agreement.
- 7. This Agreement shall be a covenant which runs with the land and shall inure to the benefit of and shall be binding upon the parties hereto, their respective successors and assigns, and all subsequent owners of the property.

8. Upon execution of this Agreement, it shall be recorded in the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia, at the Owner's expense.

IN WITNESS WHEREOF, the Owner has caused this Agreement to be signed in its names by a duly authorized person.

(type) Name of Corporation/Partnership/LLC

By: _____
Signature of the Authorized Person to Sign
for the Corporation/Partnership/LLC

Title of the Authorized Person to Sign for the
Corporation/Partnership/LLC

COMMONWEALTH OF _____
CITY/COUNTY OF _____, to wit:

The foregoing Agreement was acknowledged this the ____ day of _____, 20____, by _____ who is the

[Owner(s)]

_____ of the Corporation/Partnership/LLC (if applicable).

(Title)

Notary Public

Printed Name

My Commission Expires: _____

Registration Number: _____

(sign) Individual Owner

(sign) Individual Owner

COMMONWEALTH OF _____
CITY/COUNTY OF _____, to wit:

The foregoing Agreement was acknowledged this the ____ day of _____, 20____, by

[Individual Owner(s)]

Notary Public

Printed Name

My Commission Expires: _____

Registration Number: _____

COUNTY OF SPOTSYLVANIA, VIRGINIA

By: _____
Mark B. Taylor
County Administrator

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA, to wit:

The foregoing Agreement was acknowledged this the _____ day of _____, 20____, by Mark B. Taylor, who is the County Administrator of Spotsylvania County.

Notary Public

Printed Name

My Commission Expires: _____

Registration Number: _____

APPROVED AS TO FORM:

COUNTY ATTORNEY

Tax Map No. _____

**AGREEMENT FOR MAINTENANCE OF
STRUCTURAL BIORETENTION FILTER SYSTEM
AND BEST MANAGEMENT PRACTICE FACILITY**

THIS AGREEMENT, made this ____ day of _____, 20____, by and between _____ (please type) a _____ (please type) Corporation/partnership/LLC, or husband and wife, or individually, ("the Owner"), and the COUNTY OF SPOTSYLVANIA, VIRGINIA, a political subdivision of the Commonwealth of Virginia ("the County"), recites and provides as follows:

WHEREAS, THE OWNER, is the owner of certain real estate shown as Tax Map No. _____, situated in _____ Magisterial District, Spotsylvania County, Virginia, known as LOT _____, SECTION _____, which is to be developed as a _____; and

WHEREAS, The Owner is providing a stormwater drainage system consisting of a BEST MANAGEMENT PRACTICE (BMP)/DETENTION/RETENTION FACILITY (herein referred to as the "FACILITY") as shown and described on the plans entitled _____, dated _____, 20____, and revised through _____, 20____, made by _____ or as shown on any subsequent revision approved by the County, a copy of which is incorporated by reference; and

WHEREAS, to comply with the rules and regulations of the County pertaining to this project, the Owner has agreed to maintain the Facility in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and undertaking of the parties, the parties hereby agree as follows:

1. MAINTENANCE OF THE "FACILITY"

The Owner agrees that it shall maintain in perpetuity the Facility in a manner which will permit the Facility to perform the purposes for which it was designed and constructed, and in accordance with the standards by which it was designed and constructed, all as shown and described on the plans referenced above. Specifically, however, the Owner agrees that it shall:

- (i) perform any maintenance or repairs requested in writing by the County within thirty (30) days of such request or such longer time if specified by the County;
- (ii) maintain, update and storage its maintenance records for the Facility;
- (iii) _____
- (iv) _____
- (v) _____
- (vi) _____

2. FINAL INSPECTION REPORTS

The Owner agrees that it will have the Design Engineer certify in writing to the County within (30) days of completion of the Facility that the Facility is constructed in accordance with the approved plans and specifications.

3. INSPECTION FOR PREVENTATIVE MAINTENANCE

- (a) The Owner agrees to cause inspections to be made of the Facility by a Professional Engineer registered in Virginia retained at the Owner's expense and approved by the County. The inspection shall occur during the last sixty (60) days of the first year of operation and at least once every year thereafter.
- (b) The inspection reports shall be submitted in writing to the County within (30) days after each inspection. The reports shall include the following:
 - (1) The date of inspection;
 - (2) Name of inspector;
 - (3) The condition and/or presence of:
 - (i) _____
 - (ii) _____
 - (iii) _____
 - (iv) _____
 - (v) _____
 - (vi) _____
 - (vii) Any other matter that has or may affect the proper function of the Facility.
- (c) The Owner agrees to perform promptly all needed maintenance specified in the inspection report within (60) days or such longer time if agreed to by the County in writing.

4. RIGHTS OF THE COUNTY IN THE EVENT OF DEFAULT BY THE OWNER

In the event of any default or failure by the Owner in the performance of any of the covenants and warranties pertaining to the maintenance of the Facility, as provided herein, the County, after providing reasonable notice to the Owner, may enter upon the property and perform the necessary maintenance or repairs. All costs thereof expended by the County in performing such necessary maintenance or repairs shall constitute a lien against the properties of the Owner described hereunder; provided, however, that such lien shall not become perfected nor encumber the properties of the Owner until such time as a memorandum of lien setting forth the amount of the lien shall be recorded in the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia, and indexed in the grantor's index in the name of the Owner. Any lots or property conveyed of record by the Owner to third parties prior to the recordation of said memorandum of lien as aforesaid shall pass free and clear of any such lien, and such memorandum of lien shall not be construed to create an encumbrance upon title of any such lots or property so conveyed of record by the Owner to third parties. However, nothing herein shall obligate the County to maintain the Facility.

5. INDEMNIFICATION OF COUNTY

The Owner hereby agrees that it shall save, hold harmless, and indemnify the County and its employees and officers from and against all liability, losses, claims, demands, costs and expenses arising from, or out of, default or failure by the Owner to maintain the Facility, in accordance with the terms and conditions set forth herein, or from acts of the Owner arising from, or out of, the construction, operation, repair or maintenance of the Facility.

- 6. The parties hereto expressly do not intend by execution of this Agreement to create in the public, or any member thereof, any rights as a third party beneficiary or to authorize anyone not a party hereof to maintain a suit for any damages pursuant to the terms of this Agreement.
- 7. This Agreement shall be a covenant which runs with the land and shall inure to the benefit of and shall be binding upon the parties hereto, their respective successors and assigns, and all subsequent owners of the property.

8. Upon execution of this Agreement, it shall be recorded in the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia, at the Owner's expense.

IN WITNESS WHEREOF, the Owner has caused this Agreement to be signed in its names by a duly authorized person.

(type) Name of Corporation/Partnership/LLC

By: _____
Signature of the Authorized Person to Sign
for the Corporation/Partnership/LLC

Title of the Authorized Person to Sign for the
Corporation/Partnership/LLC

COMMONWEALTH OF _____
CITY/COUNTY OF _____, to wit:

The foregoing Agreement was acknowledged this the _____ day of _____, 20____, by
_____ who is the
[Owner(s)]
_____ of the Corporation/Partnership/LLC (if applicable).
(Title)

Notary Public

Printed Name

My Commission Expires: _____

Registration Number: _____

(sign) Individual Owner

(sign) Individual Owner

COMMONWEALTH OF _____
CITY/COUNTY OF _____, to wit:

The foregoing Agreement was acknowledged this the _____ day of _____, 20____, by

[Individual Owner(s)]

Notary Public

Printed Name

My Commission Expires: _____

Registration Number: _____

COUNTY OF SPOTSYLVANIA, VIRGINIA

By: _____
Mark B. Taylor
County Administrator

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA, to wit:

The foregoing Agreement was acknowledged this the ____ day of _____, 20____, by Mark B. Taylor, who is the County Administrator of Spotsylvania County.

Notary Public

Printed Name

My Commission Expires: _____

Registration Number: _____

APPROVED AS TO FORM:

COUNTY ATTORNEY

BMP AGREEMENTS CHECKLIST

(Acknowledge that you have checked the following by initialing)

Project: _____

**Applicant
Initial:**

**Planner
Initial:**

- _____ _____ The Tax Map No. is listed at the top of the document.
- _____ _____ The Tax Map No. on the BMP Agreement must be the same as on the plans.
- _____ _____ Owners name on documents **must** match name on plans and match the name as shown on the recorded deed where the owner acquired title.
- _____ _____ Agreement must list the title of the plan, not the plat.
- _____ _____ If there is an offsite encroachment – does the developer have in hand an easement or permit.
- _____ _____ If there is a revision date on the plans, it must be listed on the BMP Agreement.
- _____ _____ The title of the plans must match the title of plan referred to in the BMP Agreement.
- _____ _____ The name of the company who prepared the plan must match the name of the company shown on the BMP Agreement.
- _____ _____ Signature block must match the owner:
 - _____ Individual Owner
 - _____ Corporation/Partnership/LLC
 - _____ Title of authorized person signing for the Corporation/Partnership/LLC
- _____ _____ If the person is signing for a Corporation – the person signing must be an officer (Pres., V-Pres., Secretary or Treasurer) of the corporation.
- _____ _____ If the person is signing for a LLC – the person signing must be a Member, Manager or a Managing Member. If signing otherwise, must provide a certified copy of document that authorizes that person to sign.
- _____ _____ If the person is signing for a Partnership, the person signing must either be a Partner or General Partner.
- _____ _____ The signatures must be notarized in the capacity in which the person signed the BMP Agreement. The title must match the title listed in the notary clause.
- _____ _____ The Notary must provide his/her commission expiration date.
- _____ _____ The Notary must provide his/her registration number.
- _____ _____ If sealed, whether by hand-held or stamp, the notary seal must be able to be reproduced by photography.
- _____ _____ The Notary should print his/her name under his/her signature and/or the signature should be legible.

BMP AGREEMENTS CHECKLIST
(Continued)

**Applicant
Initial:**

**Planner
Initial:**

- | | | |
|------|------|---|
| ____ | ____ | Documents must have a signature block for the County Attorney to approve as to form. |
| ____ | ____ | Make sure all paragraphs shown on the County's form are included in the submitted document. |
| ____ | ____ | The magisterial district listed on the BMP agreement and plans must match. |
| ____ | ____ | The date of the plans and any revisions listed on the BMP agreement must match those dates on the plans. |
| ____ | ____ | If there is a maintenance/inspection schedule/plan attached to the BMP Agreement, the following language must be added under item 1 and item 3: |

**“See attached maintenance/inspection schedule identified as
Exhibit A and incorporated herein by reference.”**

(Sample Copy)
INDIVIDUAL FORM
LETTER OF CREDIT

(Issuance Date)

Spotsylvania County Board of Supervisors
Attention: Transportation Planner
9019 Old Battlefield Blvd., Ste. 320
Spotsylvania, VA 22553

Re: Letter of Credit# _____ for _____
(Letter of Credit Number) (Subdivision Name)

We hereby establish an irrevocable and unconditional LETTER OF CREDIT in your favor in the sum of \$(Amount) available by your draft or drafts. This credit is available and drafts must be drawn hereunder for the amount of (\$Amount typed out into words) for improvements to be installed and constructed in the development known as (Subdivision Name) as designated in the agreement between (Developer) and Spotsylvania County, dated _____

All drafts drawn hereunder must be marked "drawn under "LETTER OF CREDIT" number _____, of (Financial Institution) dated _____. Drafts drawn pursuant to this LETTER OF CREDIT must be accompanied by a certification from the Spotsylvania County Director of Planning or Transportation Planner that improvements have not been completed in accordance with the terms and conditions of this agreement, dated _____ between _____ and Spotsylvania County. Copies of this Letter of Credit are acceptable for drafts unless the entire remaining balance is being drawn. Drafts may be presented via overnight delivery service.

We hereby agree that drafts under and in compliance with the terms of this Letter of Credit will be duly honored when presented at (Financial Institution and Address), on or before (Expiration Date). This Letter of Credit shall then renew automatically from year to year unless and until (Financial Institution) gives ninety (90) days prior written notice to the Spotsylvania County Transportation Planner, 9019 Old Battlefield Blvd., Suite 320, Spotsylvania, VA 22553; by certified mail, return receipt requested, of its intent to terminate same at the expiration of the ninety (90) day period with a copy to: Spotsylvania County Attorney, PO Box 308, Spotsylvania, VA 22553. This Letter of Credit shall terminate on the following terms: (1) the expiration date of this letter or any subsequent extension as set forth above; or (2) prior to such expiration date, upon the Director of Planning or Transportation Planner giving a written, signed and dated release to the (Developer) stating that it has fulfilled the obligations of the Agreement, with a copy of such release provided to (Financial Institution).

This Letter of Credit is subject to and governed by the laws of the Commonwealth of Virginia. Venue shall be proper in the Circuit Court of Spotsylvania County, Virginia.

(Name of Bank)

By: _____

(Name of Authorized Signature)

By: _____

(Name of Authorized Signature)

SEAL:

Its: _____

(Title)

**INDIVIDUAL FORM SEDIMENT AND
EROSION CONTROL
PERFORMANCE SURETY BOND AND/OR AGREEMENT
SPOTSYLVANIA COUNTY, VIRGINIA**

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, _____
_____ (Owner) and _____
_____ (Surety) are held and firmly bound unto Spotsylvania
County, Virginia, in the sum of \$_____ for the payment of which well and truly to be made, we hereby
jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, and do hereby waive
homestead exemptions.

The condition of the above obligation is such that whereas, the Signee has presented to the Board of Supervisors of the
County of Spotsylvania, Virginia a sediment and erosion control plan dated _____,
designated as: _____

Spotsylvania County, Virginia

And whereas, a condition of the approval of said plan is implementation/construction of the sediment and erosion
controls and other improvements therein in accordance with the specifications shown on said plan or as provided by
law, and whereas, the Signee has undertaken to complete said sediment and erosion controls and other improvements
in a workmanlike manner in accordance with said specifications and law until the job is completed.

NOW THEREFORE, if said Signee shall well and faithfully do and perform the things agreed by it to be done, as
hereinabove stipulated, then this obligation shall be void. Should the signee fail to perform the above stated obligations
within the stated time period, the cash amount shall become immediately due upon demand by the Board of
Supervisors Spotsylvania County. This obligation shall remain in full force and effect until such time as it is released by
Spotsylvania County; it being expressly understood and agreed that the liability of the surety for any and all claims
hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition
to the work to be performed shall in any wise affect the obligation of this bond and he does hereby waive notice of any
such change, extension of time, alteration or addition.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this _____ day of
_____, _____.

NAME TITLE

WITNESS

NAME TITLE

SURETY NAME

WITNESS

By: _____
ATTORNEY IN FACT (AGENT) FOR SURETY

DATE: _____

ADDRESS OF AGENT FOR SURETY

FOR SURETY BONDS, POWER OF ATTORNEY FORM MUST ACCOMPANY THIS FORM.



SITE PLAN APPLICATION

<input type="checkbox"/> Commercial Site	<input type="checkbox"/> Residential Site Plan	<input type="checkbox"/> Minor Site Plan	<input type="checkbox"/> Site Plan Amendment	<input type="checkbox"/> Infrastructure Plan
Site plans for non-residential developments greater than 10,000 sf of total	Site plans for residential subdivision infrastructure	Site plans for development projects under 10,000 sf of total disturbance.	Modifications to an approved and valid site plan.	Article 13 Subdivisions

Project Name:		Tax Map No(s):		Number of lots/units:	
Proposed Use:		Current Zoning:		Total Lot Acreage: acres	
		Overlays:		Total Disturbed: acres	
RPA?	Y N	Flood Plain?	Y N	Public Water?	Y N
Public Sewer?		Y N			

Landowner	
Name:	Phone No:
Address:	Cell No:
	Email:

Applicant	
Name:	Phone No:
Address:	Cell No:
	Email:

Engineer/Surveyor	
Name:	Phone No:
Address:	Cell No:
	Email:

Project Description/Justification:

OFFICE USE	
FEES	\$
APP #	ST

Landowner
 Signature _____ Date _____

Applicant
 Signature _____ Date _____

A deposit in the amount shown (see reverse) is required for application review to commence. **Additional fees will likely be incurred throughout the review process (in accordance with the fee schedule) and will be due prior to the release of any approved documents to the Applicant.*



SITE PLAN DEPOSIT FEE WORKSHEET

This worksheet is to be used to calculate the deposit amount required at the time of Site Plan Application submission. Deposit fees for Chesapeake Bay, Erosion & Sediment Control and GIS are dependent on the scope of the project. **Additional fees may be incurred** dependent upon the types/number of reviews, in accordance with the *Community Development Unified Fee Schedule* and will be due prior to the release of any approved documents to the Applicant.

Utilities Department, Fire Marshal's Office, and final Building and Zoning Department's fees will be assessed after the review is complete.

You will need to know the number of lots and total site acreage of the project to determine the deposit fees due. This information should also be included on the Site Plan Application form.

	Commercial Site Plan	Residential Site Plan	Minor Site Plan	Site Plan Amendment	Infrastructure Plan (Article 13 Subdivisions)
Intake/Processing [CODE]	Set Fee \$55	Set Fee \$55	Set Fee \$55	Set Fee \$55	Set Fee \$55
Planning [PLN]	Set Fee \$3,215	Set Fee \$3,215	Set Fee \$1,350	Set Fee \$1,260	Set Fee \$1,390
	\$90/acre >2 total site acres	\$25/lot >10 lots			+\$45/acre if disturbed acreage >5 acres
					Set Fee \$1,765 If <5 disturbed acres Linear Projects (water/sewer lines, streets, trails) \$1,765
CHES BAY	Set Fee \$300	Set Fee \$300	Set Fee \$300	Set Fee \$150	
E & S [ENV]	Set Fee \$600	Set Fee \$600	Set Fee \$300	Fee due at approval	
Stormwater Management/Land Disturbance	Refer to Stormwater Fee Chart below *	Refer to Stormwater Fee Chart below	Refer to Stormwater Fee Chart below	Refer to Stormwater Fee Chart below	Refer to Stormwater Fee Chart below
GIS [GIS]	Set Fee \$1,130 \$20/lot >10 lots	Set Fee \$1,130 \$20/lot >10 lots	No Deposit*	No Deposit*	
Zoning [ZON]	Set Fee \$500	Set Fee \$445	Set Fee \$220	Set Fee \$75	



Transportation [TRN]	Set Fee \$250	Set Fee \$250	No Deposit*	No Deposit*	
Buildings [BLD]	Set Fee \$355	No Deposit*	No Deposit*	No Deposit*	
	TOTAL\$	TOTAL\$	TOTAL \$	TOTAL \$	TOTAL\$

* **PLEASE NOTE: THE DEQ AND LOCAL PORTION IS TO BE PAID AT THE TIME OF APPLICATION SUBMISSION.**

General / Stormwater Management Construction Activity/Land Clearing Land-disturbance Fee Chart			
FEE TYPE - Sites or areas within common plans of development or sale with land disturbance	DEQ 28%	Local	Total Fee
CBPA acreage equal to or greater than 2,500 sf and less than 1 ac	\$0	290	\$290
Small acreage less than 1 ac.	\$81	\$209	\$290
Small acreage equal to or greater than 1 ac and less than 5 ac	\$756	\$1,944	\$2,700
Large acreage equal to or greater than 5 ac and less than 10 ac	\$952	\$2,448	\$3,400
Large acreage equal to or greater than 10 ac and less than 50 ac	\$1,260	\$3,240	\$4,500
Large acreage equal to or greater than 50 ac and less than 100 ac	\$1,708	\$4,392	\$6,100
Large acreage equal to or greater than 100 ac	\$2,688	\$6,912	\$9,600

PLANNING FEE REFUND POLICY: All refunds must be requested in writing to the Planning Director. Refunds will be issued in the following circumstances: 95% of Planning fees if application is withdrawn within two (2) business days of submission; 80% of Planning fees if the Application is withdrawn during the initial review period (time varies depending on application type); 40% of Planning fees if the application is withdrawn within ten (10) business days after initial review comments are issued. *Fees assessed by other departments will be refunded at the discretion of each department director.*