

RESUME

VDOT Stormwater Maintenance Project Agreement – Manning Drive & Lawyer’s Road

County staff has been working with VDOT to jointly perform work at two locations in the County that are experiencing stormwater runoff issues. At both locations, there is work that needs to be performed by VDOT, and work that needs to be performed with County resources through the Stormwater Utility Fund Program. The two locations are on Prince George Drive at Manning’s MHP, and on Lawyers Road near 11234 Lawyers Rd. Funding for the County’s portion of the work would be provided by the Stormwater Utility Fund.

VDOT has a program where all work at these sites will be performed by VDOT and the County will provide funding for the portion of the work that falls under the County’s Stormwater Program. This ensures coordination of the work, timely completion, and one central contact for scheduling the work. A little more than a year ago, VDOT provided not-to-exceed estimates of \$5,000 for work at each location (\$10,000 total). On September 27, 2016 the Prince George Board of Supervisors approved up to \$5,000 for each location and specified that if additional funding was needed, additional funding authorization would be obtained from the Board of Supervisors. However, when the contracts were sent to VDOT with the not to exceed amounts, the contracts were rejected. The contracts that VDOT wants to use are attached. The County Attorney’s Office has reviewed the proposed contracts and has no legal concerns regarding the proposed agreements.

Mrs. Julie Walton will be available to answer questions.

Board of Supervisors
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia this 15th day of November, 2017:

<u>Present:</u>	<u>Vote:</u>
William A. Robertson, Jr., Chairman	Aye
Donald R. Hunter, Vice Chairman	Aye
Alan R. Carmichael	Aye
Hugh G. Mumford	Aye
T. J. Webb	Aye

A-3

On motion of _____, seconded by _____, which carried _____, the following Resolution was adopted:

RESOLUTION; APPROVAL OF AGREEMENTS WITH VDOT TO RE-ESTABLISH OUTFALL DITCHES ON LAWYERS ROAD ON ROUTE 156 AT MANNING MHP AND TO AUTHORIZE FUNDING FROM THE STORMWATER UTILITY FUND

WHEREAS the Prince George County Board of Supervisors has determined that it is in the best interest of the County of Prince George and its citizens to request the Virginia Department of Transportation to perform and administer any and all work associated with the re-establishing of the flow line and creating positive drainage at/near 11234 Lawyers Road and at Rt. 156 and Manning’s MHP, as best can be obtained based on the final outfall elevation; and,

WHEREAS the County will handle any communications with property owners, as they deem appropriate; and,

WHEREAS the Board authorizes \$5,000.00 to be provided through an accounts receivable with the Virginia Department of Transportation to begin environmental survey work and continue through to construction or to an appropriate phase supported by the available funding; and,

WHEREAS the Virginia Department of Transportation will track expenditures and should additional funding be necessary to complete the work, upon submission of proper documentation to the County Administrator, additional funding shall be authorized and any remaining funds will be returned to the County of Prince George;

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Prince George this 15th day of November, 2017, that approval is given to enter into the attached agreements with VDOT to administer any and all work associated with the re-establishing of the flow line and creating positive drainage at/near 11234 Lawyers Road and at Rt. 156 and Manning’s MHP.

A Copy Teste:

Percy C. Ashcraft
County Administrator

**VDOT ADMINISTERED – LOCALLY FUNDED
PROJECT ADMINISTRATION AGREEMENT**

**LAWYERS RD
DRAFT**

**PRINCE GEORGE COUNTY
PROJECT NUMBER _____ UPC _____**

**THIS AGREEMENT, made and executed in triplicate on this the ____ day
of _____, 20__, between the COMMONWEALTH OF
VIRGINIA DEPARTMENT OF TRANSPORTATION, hereinafter referred
to as the "DEPARTMENT" and the COUNTY OF PRINCE GEORGE,
hereinafter referred to as the "COUNTY."**

WITNESSETH

**WHEREAS, the COUNTY has expressed its desire to have the DEPARTMENT administer
the work as described in Appendix B, and such work for each improvement shown is hereinafter
referred to as the Project; and**

**WHEREAS, the funds as shown in Appendix A have all been allocated by the COUNTY to
finance the project; and**

**WHEREAS, the COUNTY has requested that the DEPARTMENT design and construct this
project in accordance with the scope of work described in Appendix B, and the DEPARTMENT
has agreed to perform such work; and**

**WHEREAS, both parties have concurred in the DEPARTMENT's administration of the
project identified in this Agreement and its associated Appendices A and B in accordance with
applicable federal, state, and local law and regulations; and**

**WHEREAS, the County's governing body has, by resolution, which is attached hereto,
authorized its designee to execute this Agreement; and**

**WHEREAS, Section 33.2-338 of the Code of Virginia authorizes both the DEPARTMENT
and the COUNTY to enter into this Agreement;**

**NOW THEREFORE, in consideration of the promises and mutual covenants and
agreements contained herein, the parties hereto agree as follows:**

A. The DEPARTMENT shall:

- 1. Complete said work as identified in Appendix B, advancing such
diligently, and all work shall be completed in accordance with the
schedule established by both parties.**
- 2. Perform or have performed, and remit all payments for, all
preliminary engineering, right-of-way acquisition, construction,
contract administration, and inspection services activities for the
project(s) as required.**

3. Provide a summary of project expenditures to the COUNTY for charges of actual DEPARTMENT cost.
 4. Notify the COUNTY of additional project expenses resulting from unanticipated circumstances and provide detailed estimates of additional costs associated with those circumstances. The DEPARTMENT will make all efforts to contact the COUNTY prior to performing those activities.
 5. Return any unexpended funds to the COUNTY no later than 90 days after the project(s) have been completed and final expenses have been paid in full.
- B. The COUNTY shall:
1. Provide funds to the DEPARTMENT for Preliminary Engineering (PE) and Right-of-Way (ROW) upon execution of this Agreement and for Construction (CN) no less than 90 days prior to advertisement in the amounts shown in Appendix A
 2. Accept responsibility for any additional project costs resulting from unforeseeable circumstances, but only after concurrence of the COUNTY and modification of this Agreement.
- C. Funding by the COUNTY shall be subject to annual appropriation or other lawful appropriation by the Board of Supervisors.
- D. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
- E. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the County or the Department shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the

County or the Department has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

- F. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
- G. Should funding be insufficient and county funds be unavailable, both parties will review all available options for moving the project forward, including but not limited to, halting work until additional funds are allocated, revising the project scope to conform to available funds, or cancelling the project.
- H. Should the project be cancelled as a result of the lack of funding by the COUNTY, the COUNTY shall be responsible for any costs, claims and liabilities associated with the early termination of any construction contract(s) issued pursuant to this agreement.
- I. This Agreement may be terminated by either party upon 60 days advance written notice. Eligible expenses incurred through the date of termination shall be reimbursed to the DEPARTMENT subject to the limitations established in this Agreement.

THE COUNTY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors and assigns.

THIS AGREEMENT may be modified in writing upon mutual agreement of both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

COUNTY OF PRINCE GEORGE, VIRGINIA:

Date

Typed or Printed Name of Signatory Date

Signature of Witness Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Chief of Policy Date
Commonwealth of Virginia
Department of Transportation

Signature of Witness Date

VDOT Administered, Locally Funded Appendix A

Project Number: _____ UPC: _____ CFDA# _____ Locality: Prince George County Date: 6/9/2017

Project Location ZIP+4: 11234 Lawyers Road, Prince George, VA 23842	Locality Address (incl ZIP+4): 6602 Courts Drive, Prince George, VA 23842
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Project Narrative	
Scope:	Outfall ditch repair to address flooding in front of 11234 Lawyers Road
From:	Pipe inlet at 11234 Lawyers Road, Prince George, VA
To:	Outfall ditch across from 11234 Lawyers Road
Locality Project Manager Contact Info:	Julie Walton - jwalton@princegeorgecountyva.gov
Department Project Coordinator Contact Info:	Crystal Smith - crystal.smith@vdot.virginia.gov

Project Estimates	
Phase	Estimated Project Costs
Preliminary Engineering	\$ 5,000.00
Right of Way & Utilities	\$ -
Construction	\$ -
Total Estimated Cost	\$5,000
Estimate for Current Billing	

Project Cost				
Phase	Project Allocations	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount
Preliminary Engineering	\$5,000	Local Funds	100.00%	\$5,000
				\$0
				\$0
Total PE				\$5,000
Right of Way & Utilities	\$0			\$0
				\$0
				\$0
Total RW				\$0
Construction	\$0			\$0
				\$0
				\$0
Total CN				\$0
Total Estimated Cost	\$0			\$5,000

Total Maximum Reimbursement / Payment by Locality to VDOT \$5,000

Project Financing					
Local Funds					Aggregate Allocations
\$5,000	\$0	\$0	\$0	\$0	\$5,000

Payment Schedule			
FY 2018	FY 20	FY 20	FY 20
\$5,000			

Program and project Specific Funding Requirements			
• This is a limited funds project. The locality shall be responsible for any additional funding in excess of	_____	-\$5,000	(if applicable)
• The locality will be billed the locality share above beginning at the project scoping phase for the estimated PE and RW costs. The billing will be adjusted to include the			
• This Appendix A supersedes any previously listed funding schedule.			
• VDOT has billed	\$0.00	(dollar amount) the locality for this project as of	_____ (date)
• VDOT has received	\$0.00	(dollar amount) from the locality for this project as of	_____ (date)
• The locality shall make equal payments to VDOT as follow:	\$5,000	over	1 months.

This attachment is certified and made an official attachment to this document by the parties to this agreement

Authorized Locality Official and Date

Authorized VDOT Official and Date

Typed or printed name of person signing

Typed or printed name of person signing

Appendix B

Project Number: (UPC)

Locality: Prince George County

Project Scope	
Work Description:	Outfall ditch repair
From:	Pipe inlet at 11234 Lawyers Road
To:	Outfall ditch across from 11234 Lawyers Road
Locality Project Manager Contact Info: Julie Walton – jwalton@princegeorgecountyva.gov Department Project Coordinator Contact Info: Crystal Smith – crystal.smith@vdot.virginia.gov	

Detailed Scope of Services
<ul style="list-style-type: none">- VDOT will perform wetland delineation on the property located across from 11234 Lawyers Road.- VDOT will obtain all permits and right of entries required to perform earthwork on existing 500' drainage channel to improve flow away from state ROW.- VDOT will provide a cost estimate to the County for the repair of the existing 500' outfall channel across from 11234 Lawyers Rd.

This attachment is certified and made an official attachment to this document by the parties of this agreement

Authorized Locality Official and date

Residency Administrator/PE Manager/District Construction Engineer
Recommendation and date

Typed or printed name of person signing

Typed or printed name of person signing

**VDOT ADMINISTERED – LOCALLY FUNDED
PROJECT ADMINISTRATION AGREEMENT**

*MANNING
DRAFT*

PRINCE GEORGE COUNTY
PROJECT NUMBER _____ UPC _____

THIS AGREEMENT, made and executed in triplicate on this the ____ day
of _____, 20__, between the COMMONWEALTH OF
VIRGINIA DEPARTMENT OF TRANSPORTATION, hereinafter referred
to as the "DEPARTMENT" and the COUNTY OF PRINCE GEORGE,
hereinafter referred to as the "COUNTY."

WITNESSETH

WHEREAS, the COUNTY has expressed its desire to have the DEPARTMENT administer the work as described in Appendix B, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds as shown in Appendix A have all been allocated by the COUNTY to finance the project; and

WHEREAS, the COUNTY has requested that the DEPARTMENT design and construct this project in accordance with the scope of work described in Appendix B, and the DEPARTMENT has agreed to perform such work; and

WHEREAS, both parties have concurred in the DEPARTMENT's administration of the project identified in this Agreement and its associated Appendices A and B in accordance with applicable federal, state, and local law and regulations; and

WHEREAS, the County's governing body has, by resolution, which is attached hereto, authorized its designee to execute this Agreement; and

WHEREAS, Section 33.2-338 of the Code of Virginia authorizes both the DEPARTMENT and the COUNTY to enter into this Agreement;

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

A. The DEPARTMENT shall:

1. Complete said work as identified in Appendix B, advancing such diligently, and all work shall be completed in accordance with the schedule established by both parties.
2. Perform or have performed, and remit all payments for, all preliminary engineering, right-of-way acquisition, construction, contract administration, and inspection services activities for the project(s) as required.

3. Provide a summary of project expenditures to the COUNTY for charges of actual DEPARTMENT cost.
 4. Notify the COUNTY of additional project expenses resulting from unanticipated circumstances and provide detailed estimates of additional costs associated with those circumstances. The DEPARTMENT will make all efforts to contact the COUNTY prior to performing those activities.
 5. Return any unexpended funds to the COUNTY no later than 90 days after the project(s) have been completed and final expenses have been paid in full.
- B. The COUNTY shall:
1. Provide funds to the DEPARTMENT for Preliminary Engineering (PE) and Right-of-Way (ROW) upon execution of this Agreement and for Construction (CN) no less than 90 days prior to advertisement in the amounts shown in Appendix A
 2. Accept responsibility for any additional project costs resulting from unforeseeable circumstances, but only after concurrence of the COUNTY and modification of this Agreement.
- C. Funding by the COUNTY shall be subject to annual appropriation or other lawful appropriation by the Board of Supervisors.
- D. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
- E. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the County or the Department shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the

County or the Department has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

- F. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
- G. Should funding be insufficient and county funds be unavailable, both parties will review all available options for moving the project forward, including but not limited to, halting work until additional funds are allocated, revising the project scope to conform to available funds, or cancelling the project.
- H. Should the project be cancelled as a result of the lack of funding by the COUNTY, the COUNTY shall be responsible for any costs, claims and liabilities associated with the early termination of any construction contract(s) issued pursuant to this agreement.
- I. This Agreement may be terminated by either party upon 60 days advance written notice. Eligible expenses incurred through the date of termination shall be reimbursed to the DEPARTMENT subject to the limitations established in this Agreement.

THE COUNTY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors and assigns.

THIS AGREEMENT may be modified in writing upon mutual agreement of both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

COUNTY OF PRINCE GEORGE, VIRGINIA:

Date

Typed or Printed Name of Signatory Date

Signature of Witness Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Chief of Policy
Commonwealth of Virginia
Department of Transportation Date

Signature of Witness Date

VDOT Administered, Locally Funded Appendix A

Project Number: _____ UPC: _____ CFDA# _____ Locality: Prince George County Date: 6/9/2017

Project Location ZIP+4: 8610 Prince George Drive, Prince George, VA 23842		Locality Address (incl ZIP+4): 6602 Courts Drive, Prince George, VA 23842
Project Narrative		
Scope: Outfall ditch repair to address flooding in front of 8610 Prince George Drive		
From: Pipe inlet at 8610 Prince George Drive		
To: Outfall ditch across from 8610 Prince George Drive		
Locality Project Manager Contact Info: : _____		Julie Walton - jwalton@princegeorgecountyva.gov
Department Project Coordinator Contact Info: _____		Crystal Smith - crystal.smith@vdot.virginia.gov

Project Estimates	
Phase	Estimated Project Costs
Preliminary Engineering	\$ 5,000.00
Right of Way & Utilities	\$ -
Construction	\$ -
Total Estimated Cost	\$5,000
Estimate for Current Billing	

Project Cost				
Phase	Project Allocations	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount
Preliminary Engineering	\$5,000	Local Funds	100.00%	\$5,000
				\$0
				\$0
Total PE				\$5,000
Right of Way & Utilities	\$0			\$0
				\$0
				\$0
Total RW				\$0
Construction	\$0			\$0
				\$0
				\$0
Total CN				\$0
Total Estimated Cost	\$0			\$5,000

Total Maximum Reimbursement / Payment by Locality to VDOT	\$5,000
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Project Financing					
Local Funds	Project Allocations	Funds type	Local % Participation for Funds Type	Local Share Amount	Aggregate Allocations
\$5,000	\$0		\$0	\$0	\$5,000

Payment Schedule			
FY 2018	FY 20	FY 20	FY 20
\$5,000			

Program and project Specific Funding Requirements	
<ul style="list-style-type: none"> • This is a limited funds project. The locality shall be responsible for any additional funding in excess of _____ -\$5,000 (if applicable) • The locality will be billed the locality share above beginning at the project scoping phase for the estimated PE and RW costs. The billing will be adjusted to include the • This Appendix A supersedes any previously listed funding schedule. • VDOT has billed _____ \$0.00 (dollar amount) the locality for this project as of _____ (date) • VDOT has received _____ \$0.00 (dollar amount) from the locality for this project as of _____ (date) • The locality shall make equal payments to VDOT as follow: _____ \$5,000 over _____ 1 months. 	

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Authorized Locality Official and Date

Authorized VDOT Official and Date

Typed or printed name of person signing

Typed or printed name of person signing

Appendix B

County of Prince George, VA
Project #####, UPC #####

Project Number: (UPC)

Locality: Prince George County

Project Scope

Work Description: Outfall ditch repair

From: Pipe inlet at 8610 Prince George Dr

To: Outfall ditch across from 8610 Prince George Dr

Locality Project Manager Contact Info: Julie Walton - jwalton@princegeorgecountyva.gov

Department Project Coordinator Contact Info: Crystal Smith - crystal.smith@vdot.virginia.gov

Detailed Scope of Services

- VDOT will perform wetland delineation on the property located across from 8610 Prince George Drive.
- VDOT will obtain all permits and right of entries required to perform earthwork on existing drainage channel to improve flow away from state ROW.
- VDOT will provide a cost estimate to the County for the repair of the existing outfall channel across from 8610 Prince George Drive.

This attachment is certified and made an official attachment to this document by the parties of this agreement

Authorized Locality Official and date

Residency Administrator/PE Manager/District Construction Engineer
Recommendation and date

Typed or printed name of person signing

Typed or printed name of person signing

Board of Supervisors
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia this 27th day of September, 2016:

<u>Present:</u>	<u>Vote:</u>
William A. Robertson, Jr., Chairman	
Jerry J. Skalsky, Vice Chairman	
Alan R. Carmichael	
Donald R. Hunter	
T. J. Webb	
A-3	

On motion of _____, seconded by _____, which carried _____, the following Resolution was adopted:

RESOLUTION; APPROVAL OF AGREEMENT WITH VDOT TO RE-ESTABLISH OUTFALL DITCHES ON ROUTE 156 AT MANNING MHP AND TO AUTHORIZE FUNDING FROM THE STORMWATER UTILITY FUND

WHEREAS, The Prince George County Board of Supervisors has determined that it is in the best interest of the County of Prince George and its citizens to request the Virginia Department of Transportation to perform and administer any and all work associated with the re-establishing of the flow line and creating positive drainage at Rt. 156 and Manning's MHP, as best can be obtained based on the final outfall elevation; and,

WHEREAS, The County will handle any communications with property owners, as they deem appropriate; and,

WHEREAS, The Board authorizes \$5,000.00 (not to be exceeded) to be provided through an accounts receivable with the Virginia Department of Transportation to begin environmental survey work and continue through to construction or to an appropriate phase supported by the available funding; and,

WHEREAS, The Virginia Department of Transportation will track expenditures and should additional funding be necessary to complete the work, additional funding authorization will be sought from this Board before proceeding. Any remaining funds will be returned to the County of Prince George;

NOW THEREFORE, BE IT RESOLVED That the Board of Supervisors of the County of Prince George this 27th day of September, 2016, hereby enter into agreement with VDOT to perform the work, and authorize that the funding for improvements to the said outfall ditches be provided to the Virginia Department of Transportation under accounts receivables.

A Copy Teste:

Percy C. Ashcraft
County Administrator

Board of Supervisors
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia this 27th day of September, 2016:

Present: William A. Robertson, Jr., Chairman Jerry J. Skalsky, Vice Chairman Alan R. Carmichael Donald R. Hunter T. J. Webb	<u>Vote:</u>
A-3	

On motion of _____, seconded by _____, which carried _____, the following Resolution was adopted:

RESOLUTION; APPROVAL OF AGREEMENT WITH VDOT TO RE-ESTABLISH OUTFALL DITCHES ON LAWYERS ROAD AND TO AUTHORIZE FUNDING FROM THE STORMWATER UTILITY FUND

WHEREAS, The Prince George County Board of Supervisors has determined that it is in the best interest of the County of Prince George and its citizens to request the Virginia Department of Transportation to perform and administer any and all work associated with the re-establishing of the flow line and creating positive drainage at/near 11234 Lawyers Road, as best can be obtained based on the final outfall elevation; and,

WHEREAS, The County will handle any communications with property owners, as they deem appropriate; and,

WHEREAS, The Board authorizes \$5,000.00 (not to be exceeded) to be provided through an accounts receivable with the Virginia Department of Transportation to begin environmental survey work and continue through to construction or to an appropriate phase supported by the available funding; and,

WHEREAS, The Virginia Department of Transportation will track expenditures and should additional funding be necessary to complete the work, additional funding authorization will be sought from this Board before proceeding. Any remaining funds will be returned to the County of Prince George;

NOW THEREFORE, BE IT RESOLVED That the Board of Supervisors of the County of Prince George this 27th day of September, 2016, hereby enter into agreement with VDOT to perform the work, and authorize that the funding for improvements to the said outfall ditches be provided to the Virginia Department of Transportation under accounts receivables.

A Copy Teste:

Percy C. Ashcraft
County Administrator