

May 10, 2016

RESUME

**Resolution to authorize VDOT Maintenance Agreement for Exit 45**

The Exit 45 revitalization project in partnership with the Cameron Foundation will be constructed entirely within the Virginia Department of Transportation (VDOT) right of way. In order for VDOT to finalize approval of the construction plans, a VDOT Maintenance Agreement must be executed between Prince George County and VDOT. The maintenance items listed are in alignment with the items required by the Cameron Foundation / Prince George County MOU executed July 15, 2015. Staff is recommending that the Board of Supervisors authorize the County Administrator to execute the VDOT Maintenance Agreement.

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 10<sup>th</sup> day of May, 2016:

Present:

Vote:

William A. Robertson, Jr., Chairman  
Jerry J. Skalsky, Vice-Chairman  
Alan R. Carmichael  
Donald R. Hunter  
T. J. Webb

A-2

On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, which carried unanimously, the following Resolution was adopted:

**RESOLUTION; AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE VDOT MAINTENANCE AGREEMENT FOR EXIT 45 CAMERON FOUNDATION REVITALIZATION GATEWAY PROJECT**

WHEREAS, Prince George County entered into a MOU with the Cameron Foundation on July 15, 2015 per Resolution R-15-069 to create a welcome gateway feature at Exit 45 off I-95 on South Crater Road; and

WHEREAS, this revitalization effort is focused on beautification and increasing visitor activity at Exit 45 in partnership with other area improvements; and

WHEREAS, in order for VDOT to finalize approval of the construction plans, a VDOT Maintenance Agreement must be executed between Prince George County and VDOT. The maintenance items listed are in alignment with the items required by the Cameron Foundation / Prince George County MOU executed July 15, 2015; and

NOW, THEREFORE, BE IT RESOLVED That the Board of Supervisors of the County of Prince George this 10<sup>th</sup> day of May, 2016, does hereby authorize the County Administrator to execute a VDOT Maintenance Agreement for the Exit 45 Cameron Foundation revitalization gateway project.

A Copy Teste:

\_\_\_\_\_  
Percy C. Ashcraft  
County Administrator

**VIRGINIA DEPARTMENT OF TRANSPORTATION  
Richmond District**

**Maintenance Agreement  
(Special Project)**

The undersigned, wishing to cooperate with the Virginia Department of Transportation (VDOT), does hereby request permission to enter upon VDOT right-of-way for the purpose of continued maintenance related to work originally approved and performed under VDOT Land Use Permit # \_\_\_\_\_. All maintenance work shall be restricted to and only in that area originally covered by the permit.

Maintenance activities shall consist of:

Mowing, weed and brush removal, mulching, routine pruning and/or replacement of installed ornamental landscaping. Litter removal. Water meter reading and irrigation system repairs. Lighting replacement, maintenance and programming. Maintenance and repair of spire structures.

In requesting permission, the following provisions are agreed to:

1. No tree(s) measuring 2 inches or greater at ground level shall be pruned or removed under this Agreement unless the subject tree was planted by the County and requires replacement per the Cameron Foundation MOU.
2. No pesticide or herbicide shall be used or applied on VDOT property without an approved VDOT Permit for the Chemical Control of Vegetation.
3. No child or person under the age of 18 shall participate in work activities covered under this Agreement.
4. The quality of work and frequency of maintenance for any and all activities listed above shall be at least equal to or greater than the standard of care normally provided by VDOT. Failure to provide the minimal standard of care may result in the applicant being charged for all costs in order to bring any or all maintenance activities to standard.
5. The Applicant agrees to perform all maintenance activities at their own expense.
6. All vegetative waste generated by maintenance activities under this Agreement shall be removed from the right-of-way and disposed of properly.

7. All maintenance activities shall be performed in accordance with the current version of the Virginia Work Area Protection Manual issued by VDOT and all applicable specifications and standards designed to protect the public safety.
8. This Agreement shall be valid for as long as necessary to ensure the proper maintenance of all landscaping performed under the above referenced LUPS permit. In order for the applicant to terminate this Agreement, a written request must be submitted to VDOT. VDOT must then either agree in writing to take responsibility for the continued maintenance of the landscaping and improvements or direct the applicant to remove all landscaping and improvements and restore the area to the original condition (i.e. turf, native plant species).
9. If at any time, the Applicant fails to comply with the provisions of this Agreement, VDOT reserves the right to suspend or cancel this Agreement upon written notice to the Applicant.

**Applicant:**

Name: Percy C. Ashcraft

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

Title: County Administrator

Address: 6602 Courts Drive

Prince George, VA 23875

Telephone No.: (804) 722-8600

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

Rev. 4/15/2014

**VDOT Approval:**

Name: \_\_\_\_\_  
(Please Print)

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

Title: Trans. Roadside Development Mgr.

Telephone No.: \_\_\_\_\_

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

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 14<sup>th</sup> day of July, 2015:

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<u>Present:</u>	<u>Vote:</u>
William A. Robertson, Jr., Chairman	Aye
Jerry J. Skalsky, Vice Chairman	Aye
Alan R. Carmichael	Aye
William F. Gandel	Aye
Melvin C. Jones, Sr.	Aye

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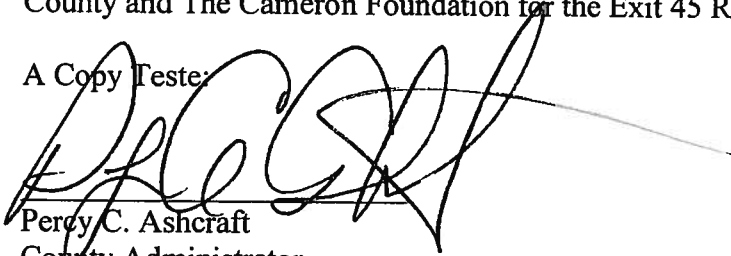
A-3

On motion of Mr. Mr. Gandel, seconded by Mr. Jones, which carried unanimously, the following resolution was adopted:

RESOLUTION; AUTHORITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN PRINCE GEORGE COUNTY AND THE CAMERON FOUNDATION FOR THE EXIT 45 REVITALIZATION PROJECT

NOW, THEREFORE, BE IT RESOLVED, That the Board of Supervisors of the County of Prince George this 14<sup>th</sup> day of July, 2015 does hereby authorize the County Administrator to execute a Memorandum of Understanding Between Prince George County and The Cameron Foundation for the Exit 45 Revitalization Project.

A Copy Teste:



Percy C. Ashcraft  
County Administrator

COMMUNITY GATEWAY FEATURE  
CONSTRUCTION AND MAINTENANCE AGREEMENT

THIS AGREEMENT ("this Agreement") is made and entered into this 15<sup>th</sup> day of July, 2015, by and between the COUNTY OF PRINCE GEORGE, VIRGINIA ("the County"), and THE CAMERON FOUNDATION ("the Foundation"), a Virginia corporation.

RECITALS

- A. The County wishes to construct and maintain a community gateway ("the Gateway"), to include gateway spires ("the Features"), lighting ("the Lighting"), landscaping ("the Landscaping") and associated site improvements to be on public display on property ("the Site") owned by the Virginia Department of Transportation ("VDOT") and located off of South Crater Road at Exit 45 of Interstate 95. The Site is outlined on the Exhibit A that is attached to and made a part of this Agreement.
- B. The County wishes to construct and maintain the Gateway in anticipation that the Foundation will make a grant ("Grant") to the County to substantially reduce the cost of such construction to be paid by the County.
- C. Provided the County performs its obligations under this Agreement, The Foundation agrees to make such a Grant in an amount equal to 50% of the fixed cost amount of the Gateway as set forth in a contract for construction ("the Construction Contract") between the County and a contractor that has not yet been selected, and 50% of any increases to that amount due to construction testing, additional design consultant services, and contractor construction change orders that are approved by the Foundation and the County.
- D. Any such grant by the Foundation to the County will be paid in draws that match the amounts of documented payments by the County towards the fixed cost of the Gateway as set forth in the Construction Contract.
- E. The Construction Contract, and any additional costs, per C. above, must be approved in writing by the Foundation, in its sole discretion, before the Foundation will be obligated to make the Grant.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Foundation hereby agree as follows:

- 1. Recitals A through E above are made parts of this Agreement.
- 2. The County represents to the Foundation that VDOT has agreed to allow the construction and maintenance of the Gateway to be performed by the County, with the terms and conditions of such agreement with VDOT being set forth in a separate agreement ("the VDOT Agreement") between the County and VDOT.
- 3. The County will construct and maintain the Gateway at its expense (which will include the Grant from the Foundation) and in accordance with construction plans and specifications

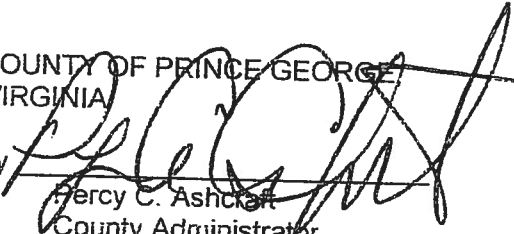
made by Chroma Design, Inc., as they may be completed and approved in writing by the County and the Foundation.

4. The County will have all of the risk of loss or damage to the Gateway, including, without limitation, the Features, the Lighting and the Landscaping. As long as the Gateway is on public display, the County will maintain, at its expense, full coverage property damage insurance on the Features and the Lighting for their full insurable values. The County will review the amount of such insurance every two years to determine whether the amount of the coverage accurately reflects such values. Any proceeds of such insurance will be used by the County to repair or replace the Features and the Lighting, as applicable.
5. Unless required to do so by VDOT or another State or Federal agency with appropriate authority, the County will not alter or relocate any portion of the Gateway, including, without limitation, the Features, the Lighting and/or the Landscaping, or permit any such alteration or relocation, without the written consent of the Foundation. The County will perform any such required relocation or alteration and will be responsible for all of the cost thereof.
6. The County represents to the Foundation that it will perform its obligations relating to the construction and maintenance of the Gateway, and that, if it fails to do so before the construction is complete, the Foundation may cancel any unpaid amounts of the Grant.
7. Modifications or removal of the Gateway, Features, Lighting, Landscaping, and associated site improvements may be performed by the County, at its expense, if approved in writing by the Foundation.

WITNESS the following signatures pursuant to due authority:

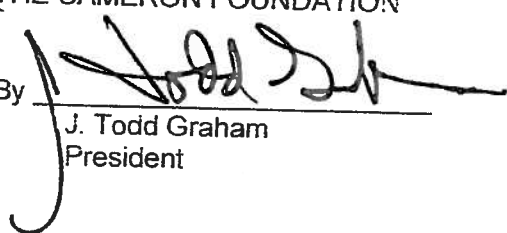
COUNTY OF PRINCE GEORGE  
VIRGINIA

By

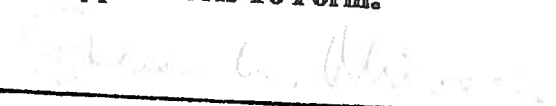
  
Percy C. Ashcraft  
County Administrator

THE CAMERON FOUNDATION

By

  
J. Todd Graham  
President

**Approved As To Form:**

  
County Attorney

# Exhibit A

## SOUTHSIDE VIRGINIA GATEWAYS GATEWAY D1, 1-95 EXIT 45 PRINCE GEORGE COUNTY, VIRGINIA



VICINITY MAP

### INDEX OF DRAWINGS

SHEET NO	TITLE
L100	COVER SHEET
SU101	SITE SURVEY PLAN
SP101	SITE PREPARATION PLAN
LG 101	GRADING AND DRAINAGE PLAN
RI100	IRRIGATION SCHEDULE
IR101	IRRIGATION PLAN
IR501	IRRIGATION DETAILS
IR502	IRRIGATION DETAILS
LS101	LAYOUT AND MATERIALS PLAN
LS501	GATEWAY SPIRE DETAILS
LS502	SITE DETAILS
LP101	PLANTING PLAN
LP501	PLANTING DETAILS
E101	ELECTRICAL PLAN
E501	ELECTRICAL DETAILS

NOT INCLUDED -  
E101  
E501



**CAMERON**  
ARCHITECTS  
PLANNERS  
ENGINEERS  
LANDSCAPE ARCHITECTS

7301 95th ROAD  
CHESAPEAKE, VIRGINIA

GATEWAY D1, 1-95 EXIT 45  
COUNTY OF PRINCE GEORGE, VIRGINIA  
6602 COURTS DRIVE  
PRINCE GEORGE COUNTY, VA. 23875

REV	DATE	DESCRIPTION

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

DATE: 10/10/11  
SCALE: AS SHOWN  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
DATE: 10/10/11

COVER SHEET  
**L100**