

February 28, 2017

RESUME

**RESOLUTION; AUTHORITY TO EXECUTE A WATER
AGREEMENT BETWEEN LOVE'S TRAVEL STOPS AND COUNTRY
STORES, INC. AND THE COUNTY OF PRINCE GEORGE**

Request Board approval to allow the County Administrator to execute a Water Agreement between Love's Travel Stops and Country Stores, Inc., a Virginia Foreign Corporation ("Love's") and the County of Prince George, Virginia.

Love's is in the process of developing one of its facilities on the property at the northeast quadrant of the intersection of Route 460 and Route 156 in Prince George County. Love's has agreed to pay \$150,000.00 towards off-site improvements to the County's Food Lion Water System facilities to provide required fire flow and duration to the development in lieu of constructing individual fire flow water storage and pumping facilities on the site they are developing.

This agreement obligates the County to pursue the improvements to the County's Food Lion Water System in a timely manner with an anticipated project completion by the fourth quarter of 2018. Improvements are expected to include replacement and upsizing of existing booster pumps and associated electrical gear and controls, upsizing of the standby generator system, and upsizing of the electrical utility service. The estimated total probable cost of this capital project including engineering, construction and contingencies is \$400,000.00. The Utilities Department is prepared to commence with the preliminary engineering phase of this project immediately upon approval of this agreement using unspent funds currently available in the Department's FY2017 budget, and \$400,000.00 for this project has been included in the Department's FY2018 budget request.

Completion of these improvements will benefit all existing, including three County facilities, as well as future customers on the Food Lion Water System, not just the new Love's development.

A copy of this water agreement is attached.

With the Board's approval, the County Administrator will execute this agreement and the Director of Engineering and Utilities will administer this agreement.

February 28, 2017



Figure 1

Vicinity showing Food Lion Water System facility parcels highlighted in upper left quadrant of photo.

February 28, 2017



Figure 2

Food Lion Water System Facility

Board of Supervisors
County of Prince George, Virginia

Resolution

At the 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 28th day of February, 2017:

Present:

Vote:

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

A-2.

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

RESOLUTION; AUTHORITY TO EXECUTE A WATER AGREEMENT BETWEEN LOVE'S TRAVEL STOPS AND COUNTRY STORES, INC. AND THE COUNTY OF PRINCE GEORGE

NOW, THEREFORE, BE IT RESOLVED That the Board of Supervisors of the County of Prince George this 28th day of February, 2017, does hereby authorize the County Administrator to execute a water agreement between Love's Travel Stops and Country Stores and the County of Prince George for contribution of \$150,000.00 by Love's towards improvements to the County's Food Lion Water System.

A Copy Teste:

Percy C. Ashcraft
County Administrator

**AGREEMENT BETWEEN LOVE'S TRAVEL STOPS
AND COUNTRY STORES, INC. AND
PRINCE GEORGE COUNTY TO PAY THE COSTS OF CERTAIN
IMPROVEMENTS TO THE COUNTY WATER SYSTEM**

THIS AGREEMENT is made this ____ day of _____, 2017, by and between Love's Travel Stops & Country Stores, Inc., a Virginia Foreign Corporation, ("Love's") and the County of Prince George, Virginia, a political subdivision of the Commonwealth of Virginia ("County") and provides as follows:

WHEREAS, Love's is the contract purchaser of 81.516 acres, more or less, parcels of land identified by County Tax Assessor's Parcel Numbers 450(OA)00-023-0 and 450(OA)00-047-0 located at the northeast quadrant of the intersection of Route 460 and Route 156 (see attached map) and is in the process of developing the parcels for commercial use; and

WHEREAS, at the October 25, 2016 meeting, the Board of Supervisors of Prince George approved rezoning the parcel to permit retail stores, restaurants and service stations uses; and

WHEREAS, Condition 11 of such rezoning creates an obligation of Love's to construct certain on-site improvements related to fire protection; and

WHEREAS, both the County and Love's are interested in using the cost of such improvements to improve the County water system and thereby provide equivalent or superior fire protection to the development as an "approved equal" to the improvements required by Condition 11;

NOW THEREFORE, WITNESSETH: That for and in consideration of the mutual covenants and undertakings of the parties to this Agreement, the parties hereto mutually agree as follows:

SECTION 1. The Developer agrees to transfer to the County One Hundred Fifty Thousand Dollars (\$150,000.00), within 30 days following approval of this agreement by the Board of Supervisors, to be used by the County to make certain improvements to the County water system that will upgrade an existing pump station and install related improvements to the water system to provide the required fire flow rate and duration to the site as required by zoning and applicable building and fire codes. Such improvements to the public water system pumping station are expected to include replacement and upsizing of existing booster pumps and associated electrical gear and controls, the upsizing of standby generator system, and upsizing of electrical utility service.

SECTION 2. Such improvements will be considered an "approved equal" by the County to Love's on-site improvements set out in Condition 11 in Love's zoning approval and upon payment of the sum provided for in Section 1 of this Agreement, the County will recognize Love's payment as in full satisfaction of any obligations it might have under Condition 11.

SECTION 3. Upon receipt of the payment provided for in Section 1, the County will begin the engineering work necessary to design and prepare construction drawings for the improvements related exclusively to Love's development and related improvements to the County's water system that are to be paid for entirely by the County.

SECTION 4. Upon completion of design work, the County will diligently pursue construction and installation of all such improvements using Love's contribution and County funds. It is anticipated that the project will be completed and operational by the fourth quarter of 2018.

SECTION 5. Nothing in this Agreement shall affect any additional obligations that Love's may have arising out of the County Code or under any separate Water or Sewer Utilities Agreements related to its development of their property at Route 460 and Route 156.

SECTION 6. Since it is intended that Love's development will be constructed and operational by October, 2017, it is unlikely that the system improvements necessary to comply with Condition 11 of the zoning approval will be fully installed and operational by that time. Accordingly, the Building Official has approved an interim fire protection plan that will allow issuance of a temporary certificate of occupancy until completion of the County improvements and other development obligations of Love's.

SECTION 7. Love's agrees that all improvements installed in accordance with this Agreement shall become the property of the County, and the title thereto shall vest in the County in fee simple after the improvements have been installed.

SECTION 8. The County shall have the right to prohibit any use of the improvements which may be determined by the County to be harmful to the County water system, which may contaminate the water for other users or which might compromise system use for fire protection.

SECTION 9. Any redesign of on-site distribution lines or other features of the site plan required by this new approach and all associated costs shall be the responsibility of Love's.

SECTION 10. This Agreement shall be null and void if the Board of Supervisors fails to appropriate the funds necessary to complete the County improvements by August 1, 2017.

All written notices and electronic communication shall be sent to the following:

To Developer:

Love's Travel Stops & Country
Stores, Inc.
10601 N. Pennsylvania Avenue
Oklahoma City, OK 73120
ATTEN: Rick Shuffield

To County:

Percy C. Ashcraft
County Administrator
P. O. Box 68
Prince George, VA 23875

WITNESS the following signatures and seals:



LOVE'S TRAVEL STOPS &
COUNTRY STORES, INC.,
A Virginia Foreign Corporation

BY: Rick Shuffield
Title VP Real Estate Development

IN WITNESS WHEREOF, LOVE'S TRAVEL STOPS & COUNTRY STORES, INC., a
Virginia Foreign Corporation has caused its Name to be hereunder signed by
Rick Shuffield, Vice-President of Real Estate & Development,

Attested by [Signature]

Subscribed and sworn to before me Michelle L. Wright a Notary Public, this 13th
day of February, 2017.

Michelle L. Wright
Notary Public
My Commission expires: 05/27/19
My Registration Number: 11004893

COUNTY OF PRINCE GEORGE, VIRGINIA,
A political subdivision of the
Commonwealth of Virginia

By _____ (Seal)
County Administrator

Approved as to form:

County Attorney

COUNTY OF PRINCE GEORGE, to wit:

The foregoing instrument was acknowledged before me in my County and State aforesaid by Percy C. Ashcraft, County Administrator, and Steven L. Micas, County Attorney, this _____ day of _____, 20_____.

Notary Public

My Commission expires: _____

My Registration Number: _____