

## BULL RUN SERVICE DISTRICT ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT, entered into the 17<sup>th</sup> day of April 1990, between and among the Bull Run Mountain Service District, governed by the Board of County Supervisors of Prince William County, Virginia (hereinafter the "Service District"); the Bull Run Mountain Civic Association, Gerald Hammersley, President (hereinafter the "Civic Association"); and the Prince William County Department of Public Works (hereinafter "Public Works").

### WITNESSETH:

WHEREAS, the Service District was established pursuant to Section 15.1-18.2 VA Code Ann. by ordinance duly adopted by the Board of County Supervisors of Prince William County on April 3, 1990, for the purpose of exercising the powers of service districts and, in particular, for the purpose of maintaining existing non-state maintained roads within the Service District which generally encompass the limits of Bull Run Mountain Estates subdivision; and

WHEREAS, the Civic Association is obligated to maintain the existing non-state maintained roads within the Bull Run Mountain Estates subdivision; and

WHEREAS, the Service District and the Civic Association have agreed that the Civic Association's road maintenance obligations should be assigned to the Service District in accordance with the terms set forth herein; and

WHEREAS, the Service District and Public Works have agreed upon the terms and conditions under which Public Works would maintain the existing non-state maintained roads within Service District.

NOW, THEREFORE, in consideration of the foregoing, and the consideration set forth herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### Provision of Services

1. The Civic Association hereby assigns to the Service District, and the Service District hereby accepts, the obligation to maintain, in accordance with the provisions hereof, all established roads not maintained by the Virginia Department of Transportation and currently in active use within the Service District boundaries, which generally encompass the limits of the Bull Run Mountain Estates subdivision.

2. The Service District and Public Works hereby agree that the aforesaid road maintenance shall be provided by Public Works on behalf of the Service District in accordance with the terms hereof.

3. The Parties agree that the Service District, in its sole judgment, may contract with third parties other than, and in addition to, Public Works to perform the road maintenance described hereunder.

4. The Civic Association agrees that, for the duration of this Agreement, the Service District shall be solely responsible for providing road maintenance services on the existing non-state maintained roads within the Service District. The Civic Association shall not perform, or contract for the performance of, road maintenance within either the Service District or the Bull Run Mountain Estates subdivision during the term of this Agreement without the express, prior approval of the Service District.

### Term

The term of this Agreement shall begin on April 18, 1990, and shall automatically be extended for successive annual terms thereafter, unless otherwise terminated as provided herein.

### Road Maintenance Obligations

1. As of the effective date, Public Works will have, in accordance with the terms hereof, responsibility for maintenance of the existing non-state maintained roads within the Service District and for all costs related thereto. Public Works will provide the necessary personnel, materials and equipment to provide road maintenance. By December 1 of the preceding fiscal year, the Department of Public Works shall submit to the Service District for approval a proposed annual budget for the road maintenance responsibilities set forth herein for the upcoming fiscal year. The proposed budget shall include all costs necessary to provide the aforesaid maintenance. Public Works shall, at the time the budget is submitted, recommend tax levies to be imposed by the Service District for the upcoming fiscal year. The Service District shall act upon the proposed budget and shall set such tax levies as it may deem appropriate by June 1 of the preceding fiscal year.

2. To the extent of funds available from the Service District and such other sources of funding as may be available from time to time, Public Works shall maintain the existing non-state maintained roads within the Service District in accordance with the scope of work set forth herein.

### Contract Amount

The Service District shall, to the extent permitted by law, impose and collect such levies as the Service District may establish which will be sufficient to fund the projected cost of Public Work's maintenance of the existing non-state maintained roads within the Service District.

For the remainder of Fiscal Year 1990, the Service District shall budget the sum of \$10,000 to fund Public Works' road maintenance. In Fiscal Year 1991, the sum of \$33,000 shall be budgeted. In future years, the amount provided shall be as agreed upon by the Service District and Public Works.

## Scope of Work

### 1. Roadway Maintenance

- a. Current roadway cross-section, width and driveway entrance conditions will be maintained unless modified by a separate funding program.
- b. Travelways will be scheduled to be recrowned three times per year: preferably in April, July and October.
- c. Intermittent inspections will be conducted by Public Works personnel to determine a need for interim repairs at specific locations.
- d. Residents shall be encouraged to report roadway problems which adversely affect safe driving conditions to Public Works through the Civic Association representative.
- e. Existing roadway surface materials will be utilized where possible to maintain an all-weather surface.
- f. New gravel will be used to supplement existing surface materials when an all-weather surface can no longer be maintained.
- g. Shrub and tree limbs will be trimmed to a distance of three feet beyond the ditch line and to a height of twelve feet above existing grade to accommodate maintenance equipment and site distance.

### 2. Roadway Drainage Maintenance

- a. Locations of existing drainage divides, channels of flow and culverts will be honored.
- b. Roadways will be sufficiently crowned to promote runoff toward ditches.
- c. Comprehensive routine maintenance of roadside ditches will be performed during the same intervals as roadway surface maintenance.
- d. Specific areas of erosion or siltation will be repaired if necessary as identified during intermittent inspections.
- e. Erosion in ditches will be controlled through use of appropriately sized erosion control stone.
- f. Maintenance responsibility ends at the limits of the right-of-way.

### 3. Snow Removal

- a. Snow removal activities will begin within 24 hours of a snowfall event of 4" in depth or greater, if possible.
- b. Loose snow will be pushed to the roadway shoulder.

- c. Compacted snow or ice will be treated with snow removal chemicals or sand.
- d. Residents will be responsible for snow removal on individual driveways and driveway entrances.
- e. Snow removal activities may be modified depending on the severity of a storm event.
- f. Existing sand storage containers will be maintained for emergency use during the months of November, December, January and February.

#### **Modifications or Changes to This Contract**

All modifications and changes to this Contract shall be in writing.

#### **Termination for Convenience of the Service District**

The parties agree that the Service District may terminate this Agreement or any work or delivery required hereunder, from time-to-time either in whole or in part, whenever the Service District shall determine that such termination is in the best interest of the Service District.

Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the Chairman of the Service District or designee, mailed or delivered to Public Works and the Civic Association, and specifically setting forth the effective date of termination.

#### **Termination for Default**

Either party may terminate this Agreement, without further obligation, for the default of the other parties or their agents or employees with respect to any agreement or provision contained herein.

#### **Termination for Non-Appropriation of Funds**

If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Agreement is entered into, for purposes of this Agreement, then the Service District may terminate this upon ninety (90) days prior written notice to Public Works and the Civic Association. Should termination be accomplished in accordance with this section, the Service District shall be liable only for payments due through the date of termination.

#### **Designated Representatives**

The parties hereto hereby designate the below named individual as its representative in matters pertaining to this Agreement. Such designation may be

changed by written notice to all parties.

Bull Run Mountain Service District  
County Executive of Prince William County  
One County Complex Court  
Prince William, Virginia 22192

Bull Run Mountain Civic Association  
President  
P.O. Box 127  
Haymarket, Virginia 22069

Department of Public Works  
Director  
4361 Ridgewood Center Drive  
Prince William, Virginia 22192

Integration Clause

This Agreement shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representation, or agreements, written or verbal, between the parties hereto related to the obligations described herein.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date and year first hereinabove written.

BULL RUN MOUNTAIN SERVICE DISTRICT

Attest: Catherine Clemen Rollins  
Clerk to the Board

By: Robert L. Cole  
ROBERT L. COLE, Supervisor  
Board of County Supervisors of  
Prince William County, Acting  
as the Governing Body of the  
Bull Run Mountain Service  
District

BULL RUN MOUNTAIN ESTATES CIVIC ASSOCIATION

Attest: Lucinda S. Bowen

By: Gerald Hammersley  
GERALD HAMMERSLEY,  
President

DEPARTMENT OF PUBLIC WORKS

Attest: Catherine Clement Collins By   
ROBERT WILSON, Director

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**AMENDMENT TO THE BULL RUN MOUNTAIN SERVICE DISTRICT  
ROAD MAINTENANCE AGREEMENT**

**THIS AMENDMENT** to the Bull Run Mountain Service District Road Maintenance Agreement, entered into this 27<sup>th</sup> day of July, 2001, by and between the Bull Run Mountain Service District, governed by the Board of County Supervisors of Prince William County, Virginia (hereinafter the "Service District"); the Bull Run Mountain Civic Association (hereinafter the "Civic Association"); and the Prince William County Department of Public Works (hereinafter "Public Works").

**WITNESSETH:**

**WHEREAS**, the Bull Run Mountain Service District Road Maintenance Agreement (hereinafter the "Agreement") was entered into on April 17, 1990, between and among the Service District, Civic Association and Public Works; and

**WHEREAS**, the Agreement provides that all modifications and changes to the Agreement must be approved by all parties and shall be in writing; and

**WHEREAS**, Public Works is responsible for maintaining, or coordinating the maintenance of, roads in the Service District, pursuant to the Agreement; and

**WHEREAS**, the Service District and Civic Association desire to create an advisory committee of citizens owning property in the Bull Run Mountain Service District to provide advice and recommendations to the Service District and Public Works for the maintenance of roads in the Service District;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, including the mutual agreements of

the parties and the considerations set forth herein, the parties hereto agree that the Agreement shall be amended by addition of the following provisions to the Agreement:

Road Committee:

1. The Bull Run Mountain Road Committee is established to provide advice and recommendations, with the concurrence of the Civic Association Board of Directors, to the Service District and Public Works for the maintenance of roads in the Service District.
2. The Bull Run Mountain Road Committee (hereinafter "Road Committee") shall consist of volunteers who are property owners of the Bull Run Mountain community. The Road Committee was established in accordance with the Civic Association By-laws, Article VI, Section 1.
3. All meetings of the Road Committee shall be open to the community, and notices of all meetings shall be posted.
4. The Civic Association hereby delegates and assigns responsibility to the Road Committee for making recommendations to the Civic Association Board of Directors, Service District and Public Works for the use of Service District funds in connection with (1) maintenance of roads in the Service District, and (2) improving/curing problems that occur in connection with roads in the Service District.
5. The Road Committee shall appoint from its membership the following three officers: a Point of Contact (POC), a County Liaison and a Chairman. The Road Committee shall determine the procedures for the appointment of these officers. These appointments are subject to approval of the Civic Association Board of Directors by majority vote. These officers shall be appointed in January of each year, and may be re-



appointed for successive terms, subject to confirmation by the Civic Association Board of Directors.

6. The Road Committee POC shall gather information from the Road Representatives the work proposed to be done on various road segments within the Service District. Cost estimates for all proposed road work will be obtained by the POC, and will be presented to the Road Committee for evaluation. The Road Committee will present its recommended road work and cost estimates to the Civic Association Board of Directors for approval. Upon approval by the Civic Association Board of Directors, the County Liaison will submit the approved road maintenance activities to Public Works.

7. The Civic Association Board of Directors will review the effectiveness of the Road Committee annually. The Road Committee may be reorganized or abolished by the Civic Association Board of Directors at any time upon majority vote.

8. Road Committee members may establish such additional and further policies and procedures for the internal operations of the Road Committee as deemed necessary and appropriate.

9. Any owner of property in the Bull Run community who is aggrieved by any denial of road maintenance services by the Road Committee may seek review of the Road Committee decision or action through the Civic Association Board of Directors. The Board of Directors shall establish its own internal policy for the review of such matters.


10. The parties hereto hereby enact and adopt the "Bull Run Mountain Service District Policies Relating to Lot Development and Road Maintenance", which policies are attached hereto as Exhibit A, and are incorporated herein by reference. These policies

provide for the bonding required, the road maintenance assessment and design standards for new road construction in the Service District.

11. In all other respects, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Amendment to the Agreement on the date and year first hereinabove written.

ATTEST:

  
Clerk to the Board

**BULL RUN MOUNTAIN SERVICE DISTRICT**

BY: 

SEAN T. CONNAUGHTON  
Chairman, Board of County Supervisors  
of Prince William County, Virginia  
Acting as the Governing Body of the  
Bull Run Mountain Service District

ATTEST:

\_\_\_\_\_  
Secretary

**BULL RUN MOUNTAIN ESTATES  
CIVIC ASSOCIATION**

BY: 

TENA THOMPSON, President

ATTEST:

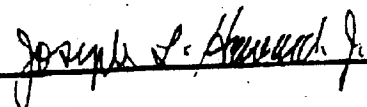
\_\_\_\_\_  
Secretary

**PRINCE WILLIAM COUNTY  
DEPARTMENT OF PUBLIC WORKS**

BY:  7/27/01

ROBERT W. WILSON, Director

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APPROVED AS TO FORM COUNTY ATTORNEY

DATE: July 11, 2001

**Bull Run Mountain Service District Policies  
Relating to Lot Development and Road Maintenance**

Development of existing subdivided lots within the Service District results in adverse impacts to existing roads maintained with Service District revenue. Such development also may necessitate the construction of platted, unbuilt roads in the Service District, the maintenance of which roads is thereafter funded with Service District revenue. In order to mitigate the adverse impact of lot development on the existing roads, and to ensure that the new roads are built to a minimum standard before being accepted for maintenance, these regulations shall apply to all new home construction in the Bull Run Mountain Service District (the "Service District").

A. Bonding

1. Bonding and performance agreement required

A bond shall be posted and a performance agreement executed with the Service District as a condition of all permits for new home construction within the Service District.

2. Purpose

The purpose of bonding is to obtain an acceptable guarantee of performance to assure timely construction and completion of all projects in the Service District in accordance with design standards, approved plans and profiles, Service District standards and specifications, applicable County standards and specifications, and County and State Code requirements.

3. Forms of Guarantee

Corporate Surety Bonds, Cash, Letters of Credit and Set-Aside Agreements, in a form acceptable to the County Attorney are the only forms of guarantee (bond) acceptable. The bond is designed to guarantee a fund for, and shall be sufficient to insure, completion of required improvements in the event the developer fails to discharge the obligations of his performance agreement.

4. Costing Method

Developer shall provide a cost estimate as determined by a certified engineer who will certify to the Service District an independent cost estimate for all projects.

## 5. Bond Extension

- a. When an applicant enters into an agreement with the Service District, the necessary physical improvements shall be completed in the period of time specified in the Agreement (the Performance Date). If the noted improvements are not completed within this time period, and an extension has not been obtained, or a replacement agreement and bond have not been submitted and approved with a new expiration date, the agreement is deemed in default.
- b. Prior to the expiration of the Performance date, the applicant may submit a written request to the Department of Public Works for an extension of the expiration date. The Department of Public Works will act to either approve, approve with conditions, or deny the request. If the extension is approved, the developer shall sign an addendum to the Performance Agreement reflecting the extension.

## 6. Bond Reductions

- a. Once at least thirty percent (30%) of the improvements covered by the guarantee are completed, any form of guarantee subject to these regulations may be partially released periodically (i.e., reduced) to an amount not less than the actual cost of completion, plus permitted allowances.
- b. Reduction requests shall not be approved if the performance agreement is in default.
- c. An applicant seeking partial release of any bond or other form of guarantee shall submit a written bond reduction request to the Director of Public Works.
- d. The Director of Public Works shall approve, approve with modification, or disapprove all reduction requests submitted within thirty (30) days of receipt. If a request is disapproved, the applicant shall be notified of the specific reasons for the disapproval.

## 7. Bond release: A final bond release shall be authorized by the Director of Public Works, with the concurrence of the Bull Run Mountain Civic Association, provided the following criteria have been met:

- a. Compliance with all design standards, approved plans and profiles, Service District standards and specifications, applicable County

standards and specifications, and County and State Code requirements; and

- b. Acceptance of all new roads by the Department of Public Works; and
- c. Payment by the applicant of all required fees.

**B. Design Standards for new road construction**

As a condition of permit approval for new construction upon a lot which fronts on an unbuilt platted road within the Bull Run Mountain Service District, the developer agrees to build the portion of the platted road from the point where such platted road intersects with an existing Service District maintained road to the lot in accordance with the following design standards:

1. **Design speed standards**  
The design speed shall be less than twenty-five (25) miles per hour.
2. **Lane width**  
The lane width shall be nine (9) feet to the center line of the road. The total roadway width shall be eighteen (18) feet.
3. **Shoulders**  
All shoulders shall be one (1) foot on each side where possible. Total width of gravel surface shall be twenty (20) feet.
4. **Road Ditches**  
All shoulders of a ditch type shall consist of a 2:1 slope, and sized to handle normal drainage flow.
5. **Grade or crown of street**  
The grade or crown for streets shall be 1/2":1' as graded from the center line.
6. **Roadway intersection culverts**  
On all new roadways which intersect an existing roadway, an appropriately-sized culvert shall be installed for purposes of handling water flowing in the open ditch.
7. **Driveways**  
Driveways shall not sheet water flow onto the roadway. Off-site drainage entering the right-of-way must be routed to roadside ditches. Provisions must be made to accommodate adequate flow in all drainage systems.

8. **Roadway base material**  
Roadway base shall consist of eight (8) inches of "21a" material placed on a stable base.

9. **Plan required**  
A plan depicting the proposed road construction in accordance with the Service District design standards shall be required as an attachment to the lot grading plan.

C. **Road Maintenance Assessment**

A road maintenance assessment shall meet the following requirements:

1. A non-refundable road maintenance fee shall be assessed to the developer upon issuance of a building permit for new home construction in the Service District.
2. The road maintenance assessment shall be in the amount of \$1,000. for purposes of repairing or reconstructing roads in the Service District as needed due to use and damage related to new construction traffic.
3. The road maintenance assessment shall be reviewed annually for the sufficiency of the amount and the status of the roads in the Service District.
4. Permits for new construction on lots which front entirely upon a state-maintained road in the Service District shall not be subject to the road maintenance assessment.

D. **Subdivision**

In the event land in the service district is subdivided, all parcels in the subdivision shall be subject to all provisions and design standards of these regulations.

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