



COUNTY OF STAFFORD PERFORMANCE AGREEMENT

Project Name: _____

Performance Agreement #: _____

- Roads and Associated Drainage
 - Roads
 - Drainage within the Public Right of Way (R-O-W)
- Water and Sewer
- Stormwater Management
 - Retention/Detention Facilities (Outside of VDOT R-O-W)
 - Drainage System (Outside of VDOT R-O-W)
- Landscaping
- Monuments
- Amenities

THIS AGREEMENT made this _____ day of _____, 20____, by and between _____ party of the first part, hereinafter DEVELOPER, and the BOARD OF SUPERVISORS OF STAFFORD COUNTY, VIRGINIA, party of the second part, hereinafter called BOARD. Hereinafter the Agent shall be defined as the County Administrator or his/her designee.

WITNESSETH:

IN CONSIDERATION OF the approval by the Board through its Agent, of a subdivision plat/ site plan/ construction plan/infrastructure plan , hereinafter PLAN, for a project known as _____, Section _____, the Developer, for himself, and his heirs, personal representatives, assigns, or other successors in interest, agrees to construct and install all of the physical improvements and facilities shown on the approved plans and profiles, and approved revisions thereof, on or before _____ (no more than 2 years from the date of this agreement).

(Completion/Expiration Date)

DEVELOPER FURTHER AGREES:

- I. To comply with all the requirements of the Stafford County Code which shall include the Security Policy adopted by the Board on June 18, 2013 and as may be subsequently amended, and that failure to do shall constitute default under this Agreement.

Roads & Associated Drainage (including Stormwater Management within Public R-O-W)

- A. To provide and maintain, within the dedicated right-of-way, all weather access be it either vehicular and/or pedestrian from all occupied dwellings and/or structures to a State maintained road. All weather access shall include but not be limited to the following:
 - a) Snow removal within twenty-four (24) hours after the snowfall has ceased and/or within forty-eight (48) hours after the snowfall has begun which ever shall occur first.
 - b) Adequate ice control measures shall commence within twenty-four (24) hours after ice has formed on the roadway and/or shoulder surfaces and shall continue until the aforementioned surfaces are and remain "Ice Free".
 - c) Removal of mud and/or any and all foreign materials from the roadway and/or shoulder surfaces which may restrict, prohibit and/or cause unsafe vehicular and/or pedestrian travel.
- B. To provide within the right-of-way and/or related adjacent properties all routine and/or preventive maintenance to maintain the integrity of all the physical improvements and/or facilities. Said routine and/or preventive maintenance shall include but shall not be limited to the following:
 - a) Grading and shaping of aggregate base material to provide positive drainage off the roadway and shoulder surfaces and to re-establish a relatively smooth traveled way.
 - b) Grading and shaping of the drainage-ways to insure positive drainage, stabilization, and other related drainage-way requirements.
 - c) Any and all other requirements as may be deemed necessary by the Agent.
 - d) To be responsible for having the streets and other improvements in any dedicated right-of-way accepted by the Virginia Department of Transportation into the State System of Highways; to comply with all requirements of the Virginia Department of Transportation for acceptance and to make prompt application upon completion of the required work for acceptance by that Department. This responsibility shall include payment of all financial obligations to the Virginia Department of Transportation necessary to affect the transfer of such streets and improvements into the State System of Highways, to include required maintenance bond fees.
 - e) Road Maintenance Security – If provided for in the Subdivision Ordinance and in the event the county has accepted the dedication of a road for public use and such road due to facts other than

the quality of construction is not acceptable into the secondary system of state highways and the responsible party desires to be released from security obligations, then the responsible party shall furnish the county with maintenance and indemnifying corporate surety bond, letter of credit or cash security in accordance with the requirements of this policy. The security shall be in an amount sufficient for and conditioned upon the maintenance of secured roads until such time as it is accepted into the secondary system of state highways.

Water & Sewer

- A. To be responsible for and to correct any deficiencies in the water and sewer related construction for a period of one (1) year from the date of acceptance of the project by the Agent and to maintain a security of ten percent (10%) or \$10,000. whichever is greater of the approved total construction cost.

Stormwater Management

Retention/Detention Facilities (Outside of Public R-O-W)

Drainage System (Outside of Public R-O-W)

- A. To construct all stormwater improvements and facilities in accordance with the approved Stormwater Management Design Plan and the Stafford County Stormwater Management Ordinance and Design Manual.
- B. To submit, upon request of the Agent, a revision(s) to the approved stormwater management design plan showing necessary onsite and offsite modifications to bring the project into conformance with State Law, the Stafford County Stormwater Management Ordinance and the Stafford County Stormwater Management Design Manual, and to construct and develop the site in accordance with the revision(s).
- C. To schedule a preconstruction conference with the Agent **before starting any work**, and to notify the Agent at specified stages of construction, as identified in the Stafford County Stormwater Management Design Manual, and when facilities and improvements are completed.
- D. To notify the Agent **before proceeding** with any variations in construction from the approved stormwater management design plan.
- E. To grant the right-of-entry to the designated personnel of Stafford County for the purpose of inspecting and monitoring for compliance with the approved stormwater management design plan and with the aforesaid Ordinance and Manual.
- F. To perform engineering and geotechnical inspections during construction in accordance with the Stafford County Stormwater Management Design Manual.

G. To submit to the Agent as-built plans with an appropriate certification statement in accordance with the Stafford County Stormwater Management Design Manual within 60 days after completion of the stormwater management facilities and improvements.

Landscaping

- A.** To comply with all the provisions of Section 28-86 "Landscaping Standards" of the Stafford County Code.
- B.** To schedule a pre-construction conference with the Agent.
- C.** To furnish and install all plant materials in accordance with the County's standards, and to install any landscaping-related structures in accordance with the Site Plan.
- D.** To schedule a conference and site inspection with the Agent after completing landscaping requirements and to grant the right-of-entry to the Agent for the purpose of assuring compliance with the provisions of the Agreement.
- E.** To guarantee and secure all plant material to be in healthy and flourishing condition for a period of twenty-four (24) months from the date of installation. It is agreed that after the required plant material has been installed and approved by the Agent, the security amount posted with the County may be reduced to twenty percent (20%) of the original security amount, and one year from the installation date, with the approval of the Agent, may be further reduced to ten percent (10%) of the original security amount.
- F.** To provide the Agent and the Owner with specific, written recommendations for watering, fertilizing and maintaining plant materials.

Monuments

- A.** To provide and properly place, at appropriate locations, all necessary general property markers and/or control monuments as required by the subdivision provisions of the Stafford County Code (Section 22-132).

Telecommunications Facilities

- A.** To install markers and/or lighted beacons as required by the Federal Aviation Administration (FAA) or by the Agent.
- B.** To maintain such markers in proper working order.
- C.** To notify the Agent in writing of the discontinuance of use of the facility within thirty (30) days of such discontinuance.

- D. To completely remove all facilities and structures, including foundations, within six (6) months of their discontinuance.
- E. To re-grade, reseed, and restore the property to its original condition prior to the construction of the facility, within thirty (30) days of the removal of the facility.
- F. To notify the Agent in writing when the telecommunications facility has been removed and the site has been restored.

Amenities

- A. Amenities shown on the approved Preliminary subdivision plan, including subdivision signs, shall be constructed, or securities posted for the amenities associated with the corresponding section of the subdivision prior to approval of a final plat for that section of the subdivision. The subdivision sign shall contain the name of the subdivision approved per section 22-46. Before any structure in the corresponding section of the subdivision may be occupied, amenities as provided for on the approved preliminary subdivision plan shall be constructed prior to the first occupancy permit as shown on the approved construction plan for the corresponding section where such structure is located. Disclosure of required amenities shall be made to all future home owners prior to the issuance of the occupancy permit for the corresponding section of the subdivision. An exception may be granted by the agent where all future home owners have signed an affidavit, provided to the subdivision agent, acknowledging the requirement for the amenities prior to occupying the dwelling.
- II.** To repair and/or maintain all improvements described in Paragraphs 2 through 7 above and to complete them to the satisfaction of the Agent, all such actions to take place within the specified time frame provided by the agent.
- III.** To make emergency repairs and/or maintain the physical improvements and/or facilities, as deemed necessary by the Agent, within twenty-four (24) hours after notification by the Agent.
- IV.** That failure to complete all necessary construction, repairs and/or maintenance as described above shall warrant the Agent making a demand against the security provided to the agent for payment. Upon receipt of the funds, the Agent shall complete the required repair and/or maintenance work.
- V.** That no construction or improvement required hereunder shall be considered complete until it is accepted by the Agent and the governmental unit which is to have ultimate responsibility for its maintenance. The Developer further agrees to be responsible for all maintenance and correction of deterioration of the physical improvements and facilities until such acceptance.
- VI.** To indemnify and hold harmless the County from all loss or damage to property, or injury, or death of any and all persons, or from any suits, claims liability or demands in connection with the physical

improvements and facilities, however caused, arising directly or indirectly from construction, failure to maintain or use of such improvements prior to final acceptance.

VII. That if any clause or portion of this Agreement is found not to be valid and binding, the remainder shall continue in full force and effect. The parties intend that each provision of this Agreement be valid and binding upon each and all of them, and expressly agree to abide thereby.

VIII. That in the event that any suit, action or proceeding is brought by the County to enforce any provision of this Agreement, it is expressly agreed and understood that, regardless of when the breach of this Agreement occurs, the measure of damages recoverable shall be the total cost of the completion of the work required under this Agreement, adjusted for inflation, plus 25% administrative costs, and all legal costs to include attorney's fees established as of the earlier of the following two dates:

- A. When the work is actually completed and/or corrected and such work is approved and accepted by the appropriate County and/or state agency; or
- B. The date of completion of any trial on the matter.

IX. Security

To provide the Board with:

Cash/ Certified Check

Letter Of Credit (LOC)

Surety Bond

Check Date:	LOC Date:	Bond Date:
_____	_____	_____
Check	LOC	Bond
Number:	Number:	Number:
_____	_____	_____
		Insurance
Bank:	Bank:	Company:
_____	_____	_____

In the respective amount(s) of:

Roads & Associated Drainage

(Within VDOT R.O.W)

Roads \$ _____

Drainage \$ _____

Water and Sewer \$ _____

Stormwater Management

(Outside of VDOT R.O.W)

Facilities \$ _____

Drainage \$ _____

Landscaping \$ _____

Monumentation \$ _____

Telecommunication Facilities \$ _____

Final Paving & Striping \$ _____

Amenities \$ _____

Total Amount Held \$ _____

WITNESS THE FOLLOWING SIGNATURES AND SEALS:
STAFFORD COUNTY BOARD OF SUPERVISORS

By: _____
Thomas C. Foley
County Administrator

DEVELOPER/OWNER:

Company: _____

Name: _____
(Print or Type)

Title: _____

Address: _____

_____ City, State, Zip Code

State of: _____
(Corporation or Partnership indicate State where registered)

E-mail address: _____

Taxpayer ID No.: _____

Telephone No.: _____

Fax Telephone: _____

By: _____
(Signature)

STATE OF _____

COUNTY OF _____, to wit:

Acknowledged before me this ____ day of _____, 20__ by
_____, for Developer/Owner.
(Name of person seeking acknowledgment)

(Notary Public)

My Commission Expires:

Authorized Signatures:

Incorporated Entity.....President, Vice-President, Secretary or Treasurer

Unincorporated Entity.....Owner

Partnership.....Partner

LLC.....Member, Managing Member, Manager

NOTICE

Stafford County treats all applications and applicants equally. The County does not discriminate against religion, or on the basis of race, sex, age, national origin, or disability, in its planning, permitting, and land use processes.

Under the laws of the United States and the Commonwealth of Virginia, no government may discriminate against any religion or on the basis of race, sex, age, national origin, or disability, in its planning, permitting, and land use processes.

Under the Religious Land Use and Institutionalized Persons Act (“RLUIPA”), no government may apply its zoning or land use laws, or its policies and procedures in a manner that unjustifiably imposes a substantial burden on the religious exercise of a person, assembly, or institution.

RLUIPA also provides that no government may apply its zoning or land use laws in a manner that treats a religious assembly or institution on unequal terms with a non-religious institution or assembly.

Finally, RLUIPA provides that no government may impose or implement a land use regulation in a manner that discriminates against a religious assembly or institution.

Stafford County does not discriminate in its planning, permitting, and land use processes, practices, and policies. Stafford County treats all applications and applicants equally.