

RESOLUTION NO. 11743-08

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN WET DETENTION POND AGREEMENT BY AND BETWEEN THE COUNTY SCHOOL BOARD OF YORK COUNTY, VIRGINIA, AND THE CITY OF NEWPORT NEWS, VIRGINIA, DATED THE 25TH DAY OF NOVEMBER, 2008.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newport News:

1. That it hereby authorizes and directs the City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, that certain Wet Detention Pond Agreement by and between the County School Board of York County, Virginia, and the City of Newport News, Virginia, dated the 25th day of November, 2008.

2. That a copy of the said Agreement is attached hereto and made a part hereof.

PASSED BY THE COUNCIL OF THE CITY OF NEWPORT NEWS ON
NOVEMBER 25, 2008

Mabel V. Washington, CMC
City Clerk

Joe S. Frank
Mayor

A true copy, teste:

City Clerk

WET DETENTION POND AGREEMENT

THIS AGREEMENT is made effective this 25th day of November, 2008, by and between the COUNTY SCHOOL BOARD OF YORK COUNTY, VIRGINIA (“SCHOOL BOARD”), and the CITY OF NEWPORT NEWS, VIRGINIA, a municipal corporation (“CITY”).

WHEREAS, CITY desires to protect its reservoirs and watersheds from the deleterious effects of stormwater runoff caused by the development of nearby property; and

WHEREAS, SCHOOL BOARD is developing a project known as GRAFTON SCHOOL COMPLEX BUS PARKING ADDITION, a facility consisting of parking and access areas totaling 1.41 acres of impervious surface (“the Project”); and

WHEREAS, SCHOOL BOARD desires to contract with CITY for the use of a certain wet detention pond designated H-3 (“the Pond”) on certain City-owned property under the control of the Department of Public Utilities (“Waterworks”) located in York County, Virginia, and to compensate CITY for the use thereof.

NOW, THEREFORE, it is mutually agreed as follows:

1. **Pro Rata Cost Sharing Commitment for a Portion of the Water Quality**

Treatment Capacity of Pond.

- A. Upon execution of this Agreement by the parties hereto, SCHOOL BOARD shall remit to CITY the sum of eleven thousand three hundred and fifteen dollars (\$11,315.00) which represents SCHOOL BOARD’s pro-rata share of water quality treatment provided by the Pond. SCHOOL BOARD’s pro-rata share (\$11,315.00) is based on the Project’s total net area of impervious surfaces, consisting of 1.41 acres (roofs, driveways,

sidewalks, roads and other paved or impervious areas) as a percentage of the total impervious area for which the Pond was designed.

- B. SCHOOL BOARD's pro-rata share is based on the information and site specific details contained in a site plan dated January 15, 2007, which is attached hereto as Exhibit A and incorporated by reference. Additional site plan details which are applicable to the Project are on file in the Waterworks' offices at 700 Town Center Drive, Newport News, Virginia.
- C. Any changes to these site conditions require prior approval by CITY, and my result in modification of the Agreement including payment of an increased pro-rata share by SCHOOL BOARD to CITY hereunder.

2. **Pro Rata Cost Sharing Commitment for a Portion of the Operation and Maintenance Costs of Pond.**

- A. Upon execution of this Agreement by the parties hereto, SCHOOL BOARD shall remit to CITY the sum of seven hundred and seventy-one dollars (\$771.00) which represents SCHOOL BOARD's pro-rata share of the operation and maintenance costs anticipated for the Pond. SCHOOL BOARD's pro-rata share is based on the estimated annual cost to operate and maintain the Pond over an expected life cycle of 20 years. The pro-rata share will apply to any future owners of the Project. Changes to the site including changes in impervious content, or any other physical change that may result in a change in stormwater characteristics will require consent by CITY, and may result in modification of this Agreement, including payment of an increased pro-rata share by SCHOOL BOARD to

CITY hereunder.

B. The costs incurred by SCHOOL BOARD in accord with this Section 2 shall be in addition to its payment made to CITY under Section 1 hereof.

3. **Authority to Modify Agreement.**

The City Manager shall have the authority to execute any modification of this Agreement on behalf of CITY.

COUNTY SCHOOL BOARD
OF YORK COUNTY, VIRGINIA

By: _____
Eric Williams
Superintendent

ATTEST:

CITY OF NEWPORT NEWS, VIRGINIA


City Clerk

By: _____
City Manager

REVIEWED BY:

APPROVED AS TO FORM:

Deputy City Attorney



City Attorney

