


**ACTION ITEM
BOARD OF SUPERVISORS**

DATE February 19, 2008

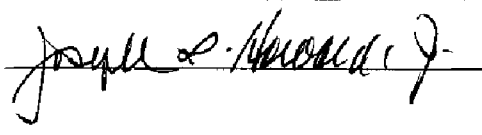
TO Board of Supervisors
FROM: Anthony J Romanello, ICMA-CM
County Administrator 
ISSUE Amend a Memorandum of Agreement between Leeland Station LLC
and the Board

RECOMMENDATION Approval

BUDGET IMPACT Estimated at \$5,000 annually

ATTACHMENTS (5)

- [1] Background Report [5] Reso/Ord/Proc # R08-136
- [2] Ltr dtd 1/31/08 [] Reso/Ord/Proc #
- [3] Ltr dtd 1/20/06 [] Reso/Ord/Proc #
- [4] Proposed First Amendment

REVIEW [] County Administrator's Office _____
 [X] Legal  _____
 [] Budget _____

[X] Consent Agenda [] Other Business [] Public Hearing
 [] Discussion Item [] Presentation [] Unfinished Business
 [] New Business

PRESENTATION BY: N/A

ELECTION DISTRICT Falmouth

BACKGROUND REPORT

In January of 2006, the County executed an agreement with Leeland Station, LLC to use a parcel adjoining the Leeland Virginia Railway Express (VRE) parking lot for additional parking for tram riders. The agreement was for 23 months and provided 150 spaces on a gravel parking lot. The only cost the County incurred for the lot was the installation of temporary lighting.

Leeland Station LLC has agreed to renew the agreement for six months ending June 18, 2008 with the potential for extension beyond that date.

There is no fee for the use of the lot, but the County must agree to handle any snow removal and trim weeds in the lot. Staff estimates this will cost less than \$5,000 per year and can be incorporated into current vendor contracts.

Staff recommends approval of the amendment to the agreement.

The Board recently directed VRE to begin environmental work on the possible expansion of the Leeland Station parking area using federal CMAQ funding. With federal requirements, environmental work could take as much as two years to complete. Since the parking need at Leeland remains, staff will continue discussions with Maryland Development LLC for a longer term lease of the gravel parking lot.



FEB - 2008

January 31, 2008

County of Stafford
1300 Courthouse Road
Stafford, VA 22555

Attn Mr Anthony J Romanello, County Administrator

Re Leeland Station VRE Temporary Parking Lot Memorandum of Agreement

Dear Anthony,

Pursuant to our conversations, Leeland Station, LLC agrees to extend the referenced Agreement dated January 18, 2006 for a period of six months until June 18, 2008, contingent upon County of Stafford being responsible for maintenance during the duration of the Agreement

As you know, the referenced Memorandum of Agreement expired on December 18, 2007 and I believe it is a good idea to renew it even, if for a short period Without a renewal, we cannot guarantee that the lot would not be closed without notice Please forward a draft copy of the extension for my review and execution

Please give me a call with any questions or comments

Sincerely,

A handwritten signature in black ink, appearing to read "Ted N. Smart", written over a horizontal line.

Ted N Smart
Manager

Cc File

F:\Maryland Development Co\Land Development\Leeland Station Rezoning\VRE parking lot expansion\A Z Correspondence\Stafford County\VRE Temp Parking Lot Memorandum Agreement Extension Request 01 30 08 doc

2401 RESEARCH BOULEVARD • SUITE 200 • ROCKVILLE, MD 20850
301 840 5854 FAX 301 840 2230

Joe Howard

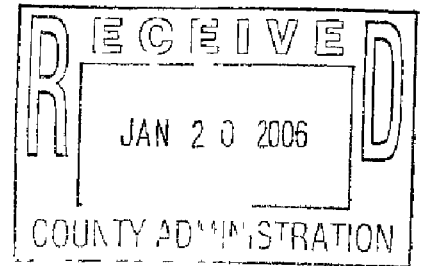
Attachment 3



COUNTY OF STAFFORD
VIRGINIA

STAFFORD COUNTY ATTORNEY
1300 COURTHOUSE ROAD
PO BOX 339
STAFFORD VIRGINIA 22555 0339
(540) 658-8636
FAX (540) 658 4530

January 20, 2006



Mr Ted N Smart
MARYLAND DEVELOPMENT COMPANY, LLC
2401 Research Boulevard, Suite 200
Rockville, Maryland 20850

Re Memorandum of Agreement

Dear Mr Smart

Please find enclosed a fully-executed original of the Memorandum of Agreement
Between Leeland Station, LLC and the Stafford County Board of Supervisors

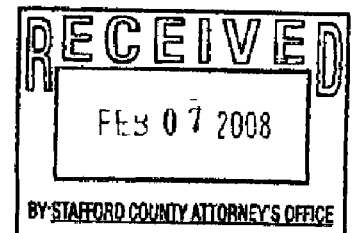
Sincerely,

Vicki A Wharton

(Mrs) Vicki A Wharton
Paralegal

Enclosure

cc Anthony J Romanello, Deputy County Administrator



RECEIVED
1910
BY THE SECRETARY OF THE ARMY

**MEMORANDUM OF AGREEMENT
BETWEEN LEELAND STATION, LLC
AND
THE STAFFORD COUNTY BOARD OF SUPERVISORS**

This document, effective on JANUARY 18, 2006 ("the effective date"), outlines the agreement between **LEELAND STATION, LLC** ("Leeland") and the **STAFFORD COUNTY BOARD OF SUPERVISORS** ("County"). The intent of both parties is to provide additional parking for Stafford County residents at the Virginia Railway Express Commuter Rail Service at Leeland ("Leeland Station") which will complement the needs of the County. Recent and projected growth in Stafford County has increased the demand for new and expanded parking facilities, and often County residents cannot find an available parking space at Leeland Station.

I CONSTRUCTION AND USE OF THE PARKING LOT

Leeland shall construct a gravel parking lot with 150 parking spaces for over-flow parking which shall be for the sole use of Stafford County residents boarding the Virginia Railway Express at Leeland Station. The parking lot shall be constructed on part of Assessor's Parcel 46-93 and shall be available for use by Stafford County residents for a minimum of 23 months from the effective date of this Memorandum of Agreement. The County shall make any necessary arrangements for Dominion Virginia Power to provide temporary lighting for the parking lot, and the cost of such lighting.

II FEEES AND CHARGES

Neither Stafford County nor any of its residents shall be charged rent or a fee for such residents' use of the parking lot

III MAINTENANCE REQUIREMENTS

Maintenance of the parking lot shall be Leeland's responsibility, and Leeland shall make its best efforts to ensure that the parking lot is at all times in appropriate condition to be used. The County shall ensure that the temporary lighting provided is adequate

IV INSURANCE AND LIABILITY

Leeland shall at all times carry liability insurance coverage of at least \$250,000 per person, \$1,000,000 per occurrence, and \$250,000 for property damage on Assessor's Parcel 46-93, and the County shall be an additional named insured under such insurance coverage. No provision of this Agreement shall be construed as a limitation or waiver of the County's sovereign immunity

V TERM AND TERMINATION

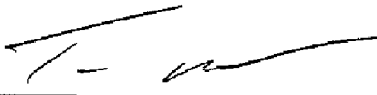
This agreement shall be for a minimum of 23 months, beginning on its effective date. The parties further agree that thereafter this agreement may be renewed should the parties agree to do so, in writing

VI. ASSIGNMENT AND NON-DISCRIMINATION

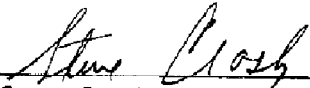
Neither party shall assign any of the rights to which it is entitled under this Agreement, nor delegate any of its duties under the Agreement, without the express written consent of the other party. Such consent shall not be unreasonably withheld. Each party agrees that while exercising

the rights and duties under this Agreement, at no time shall it discriminate against any person on the grounds of race, religious affiliation, color, national origin, disability or age

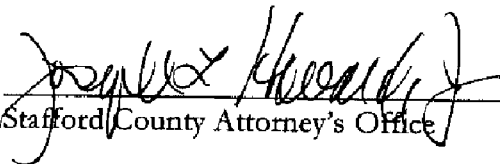
LEELAND STATION, LLC

By  12/19/05
Name Ted N. Smart Date
Title Manager

THE STAFFORD COUNTY BOARD OF SUPERVISORS

By  1/18/06
Steve Crosby, County Administrator Date

APPROVED AS TO FORM:


Stafford County Attorney's Office

FIRST AMENDMENT TO THE MEMORANDUM
OF AGREEMENT
BETWEEN LEELAND STATION, LLC
AND
THE STAFFORD COUNTY BOARD OF SUPERVISORS

THIS FIRST AMENDMENT is made this _____ day of _____, 2008, to the Memorandum of Agreement Between Leeland Station, Inc and The Stafford County Board of Supervisors dated January 18, 2006 (“the Agreement”)

WHEREAS, the parties desire that numbered paragraphs III and V of the Agreement be revised

NOW, THEREFORE, the parties agree as follows

The provisions contained in numbered paragraphs III and V of the Agreement are replaced with the following provisions

III. MAINTENANCE REQUIREMENTS

Maintenance of the parking lot shall be the County’s responsibility, and the County shall make its best efforts to ensure that the parking lot is at all times in appropriate condition to be used. The County shall ensure that the temporary lighting provided is adequate

V TERM AND TERMINATION

This agreement shall be for effective for a period of six months until June 18, 2008. The parties further agree that thereafter this agreement may be renewed should the parties agree to do so, in writing

All provisions of the Agreement not directly altered or amended by this First Amendment shall continue in full force and effect. In the event of a conflict between any provision of this First Amendment and any provision of the Agreement, this First Amendment shall control.

LEELAND STATION, LLC

By _____
Name Title Date

THE STAFFORD COUNTY BOARD OF SUPERVISORS

By _____
Anthony J. Romanello Date
County Administrator

APPROVED AS TO FORM

Stafford County Attorney's Office

PROPOSED

BOARD OF SUPERVISORS
COUNTY OF STAFFORD
STAFFORD, VIRGINIA

RESOLUTION

At a regular meeting of the Stafford County Board of Supervisors (the Board) held in the Board Chambers, Stafford County Administration Center, Stafford, Virginia, on the 19th day of February, 2008

MEMBERS

George H Schwartz, Chairman
M S "Joe" Brito, Vice Chairman
Harry E Crisp II
Mark Dudenhefer
Paul V Milde III
Cord A Sterling
Robert "Bob" Woodson

VOTE

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

A RESOLUTION TO AUTHORIZE THE COUNTY ADMINISTRATOR
TO EXECUTE AN AMENDMENT TO A MEMORANDUM OF
AGREEMENT BETWEEN LEELAND STATION LLC AND THE BOARD

WHEREAS, in January of 2006, the County executed an agreement with Leeland Station, LLC to use a parcel adjoining the Leeland Virginia Railway Express (VRE) parking lot for additional parking for train riders, and

WHEREAS, the agreement was for 23 months and provided 150 spaces on a gravel parking lot with the only cost the County incurred for the lot was the installation of temporary lighting, and

WHEREAS, Leeland Station LLC has agreed to renew the agreement for six months ending June 18, 2008 with the potential for extension beyond that date, and

WHEREAS, the Board desires to amend the Memorandum of Agreement,

NOW, THEREFORE, BE IT RESOLVED by the Stafford County Board of Supervisors on this the 19th day of February 2008 that the County Administrator be and he hereby is authorized to execute an amendment to a Memorandum of Agreement between Leeland Station LLC and the Board, and

BE IT FURTHER RESOLVED that there is no fee for the use of the lot, but the County agrees to handle any snow removal and trim weeds in the lot

AR myb