

RESOLUTION

MEMORANDUM OF UNDERSTANDING REGARDING THE GREENSPRINGS TRAILHEAD

WHEREAS, the Greensprings Trail has had an increase in citizen usage during school hours but does not have any public parking to accommodate usage; and

WHEREAS, the Parks and Recreation Advisory Commission, County staff, and citizens recognize the need to construct a parking area for users of the Greensprings Trail; and

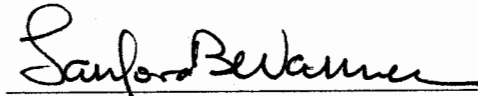
WHEREAS, County and School Division staff have developed operational procedures and a memorandum of understanding that supports the construction and operation of the Greensprings Trailhead on Jamestown High School property.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby authorize the County Administrator to execute the Memorandum of Understanding between the Williamsburg-James City County Public Schools and James City County regarding the Greensprings Trailhead.



Bruce C. Goodson
Chairman, Board of Supervisors

ATTEST:



Sanford B. Wanner
Clerk to the Board

<u>SUPERVISOR</u>	<u>VOTE</u>
BRADSHAW	AYE
HARRISON	ABSENT
BROWN	AYE
MCGLENNON	AYE
GOODSON	AYE

Adopted by the Board of Supervisors of James City County, Virginia, this 13th day of July, 2004.

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MEMORANDUM OF UNDERSTANDING
between the
WILLIAMSBURG - JAMES CITY COUNTY PUBLIC SCHOOLS
and
JAMES CITY COUNTY

GREENSPRINGS TRAILHEAD

The Williamsburg-James City County Public Schools ("School") and James City County ("County") mutually agree to construct and operate a parking lot and trailhead facility ("Lot and Facility") on the Jamestown High School property in accordance with this Memorandum of Understanding ("Memorandum"). The Lot and Facility will be utilized by the County to serve the Greensprings Trail ("Trail") and other potential trails that may connect to the Trail in the future.

A. RESPONSIBILITIES OF THE COUNTY:

1. The County shall provide all funding for construction, maintenance, and operation of the Lot and Facility.
2. The County shall be responsible for opening and closing the entrance gate, supervision, inspection, and parking enforcement of the Lot and Facility. The entrance gate will be opened daily from 8:00 a.m. until dusk.
3. The County shall provide a sign describing the management of the Lot and Facility. The sign shall be mutually approved by the County and the School.
4. To the extent allowed by law, the County shall indemnify and hold harmless School from any and all liability or claims, including the obligation or expense of legal consultation and defense, arising from or related to the Lot and Facility or this Memorandum; provided, however, that such indemnity shall not be required for any claims arising from actions or inaction within the sole control of School.

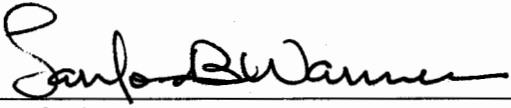
B. RESPONSIBILITIES OF THE SCHOOL:

5. The School shall provide adequate real property ("Property") at Jamestown High School, as generally depicted on the attached Preliminary Site Plan, for construction and future public use of the Lot and Facility. The Property shall be provided to the County at no cost.
6. The School shall reimburse the County for initial Lot and Facility construction costs and future capital improvement expenditures, at replacement cost less depreciation, if Lot and Facility use is discontinued by request of the School for any reason. The reimbursement value shall be calculated utilizing a 30-year life, straight-line depreciation method. The School shall not request the Lot and Facility use be discontinued within 10 years of the effective date of the Memorandum unless by mutual agreement of the County. If either party of this Memorandum requests the use of the Lot and Facility be discontinued, the requesting party shall give the other party 18 months notice, unless mutually agreed otherwise, before the use is discontinued.

C. IT IS FURTHER UNDERSTOOD THAT:

7. The Lot and Facility shall be constructed in accordance with an approved master site plan approved by the Superintendent of the Williamsburg-James City County Public Schools ("Superintendent"). Any modifications to the approved master site plan shall also be approved by the Superintendent. A Preliminary Site Plan is attached to this document.
8. This Memorandum is contingent upon the County appropriating the initial and annual monies necessary for the County to perform in accordance with this Memorandum. If the appropriation, either initial or any annual monies, is not made, then School may, after sixty (60) days written notice to the County, elect to terminate this Memorandum and assume all operational control of the Lot and Facility, including using the Lot and Facility for School-only purposes. In such circumstances School shall not be required to repay any amounts under Paragraph 6 above.
9. This Memorandum will be effective when signed by the County and the School. The Memorandum may be modified at any time by mutual written consent.

This Memorandum is approved, and pursuant to Resolution of the Board of Supervisors of James City County, Virginia, executed on the ____ day of _____, 2004, this Memorandum is hereby accepted on behalf of the County.



Sanford B. Wanner
County Administrator
James City County

7/13/04

Date

This Memorandum is approved, and pursuant to Resolution of the Board of the Williamsburg-James City County Public Schools, executed on the ____ day of _____, 2004, this Memorandum is hereby accepted on behalf of the Board.

Board:
Williamsburg-James City County Public Schools

Date

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ATTACHMENT
(Preliminary Site Plan)

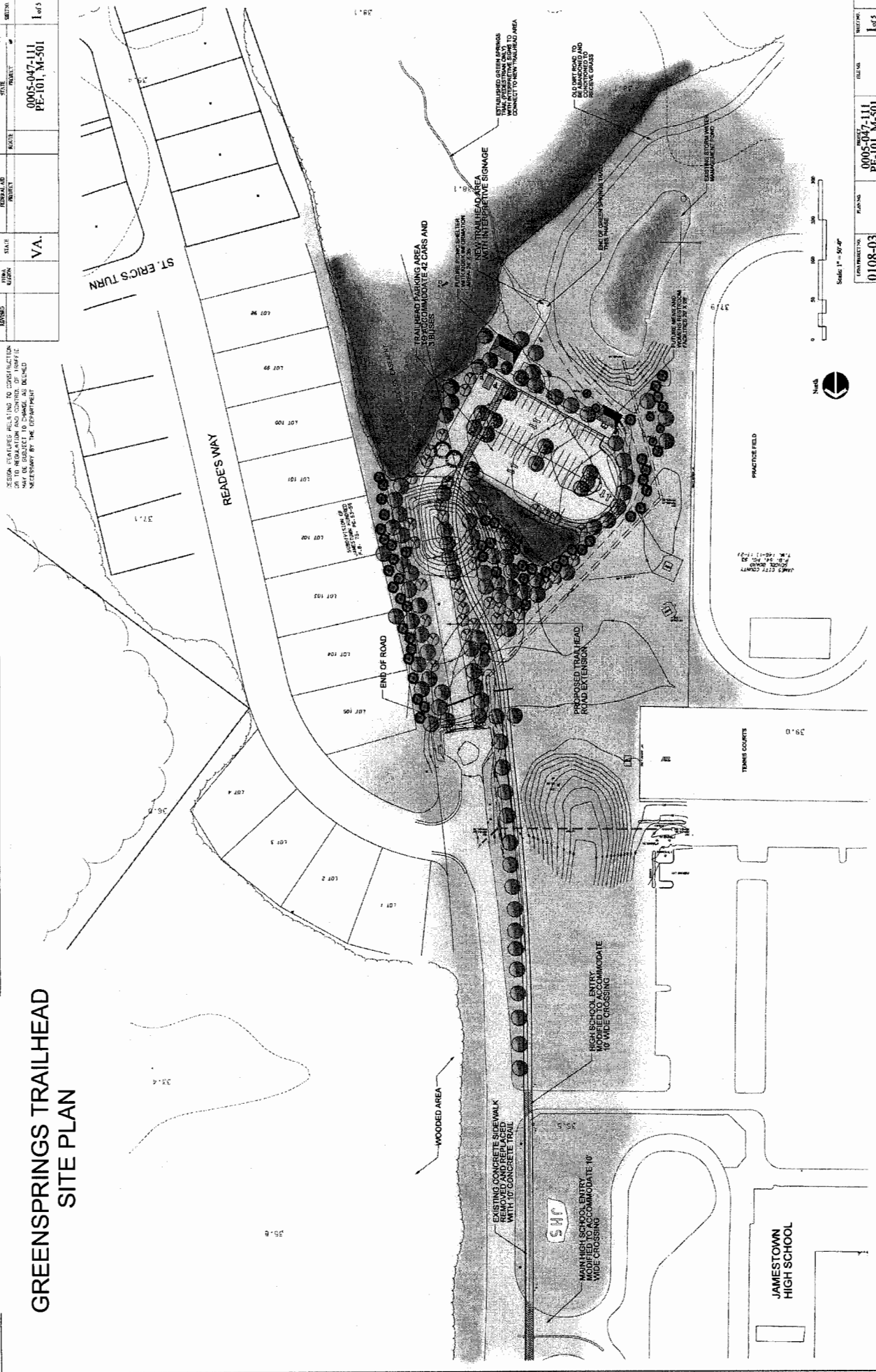
GREENSPRINGS TRAILHEAD SITE PLAN

OTHER FEATURES RELATIVE TO CONSTRUCTION OR TO REGULATION AND CONTROL OF FLOODS MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT

DATE	STATE	FEDERAL AID	ROUTE	SECTION	DATE
	V.A.				

0005-047-111
PE-101, M-501

1 of 3



DATE	SECTION	FEDERAL AID	ROUTE	SECTION	DATE
	0108-03				

0005-047-111
PE-101, M-501

1 of 3

APPROVED BY: _____
 DESIGNED BY: _____
 CHECKED BY: _____
 SUPERVISED BY: Phil Berger, VDOT, 804-786-5208
 434 296 2108