

Task 55  
FY 1993

FINAL PRODUCT Gloucester County  
Creative Rural Development Program

**Program Development Manual  
for a  
Creative Rural Development Ordinance**

Gloucester County, Virginia  
November 1994



VCRMP Grant Program  
FY 1993-1994



This document was funded, in part, by the Department of Environmental Quality's Coastal Resources Management Program through Grant # NA37OZ0360-01 of the National Oceanic and Atmospheric Administration, Office of Ocean and Coastal Resource Management, under the Coastal Zone Management Act of 1972, as amended.

HD1390.V8.G37 1994

[ Program Development Manual  
for a  
Creative Rural Development Ordinance

Gloucester County, Virginia  
November 1994

PROGRAM NARRATIVE

GLOUCESTER COUNTY  
CREATIVE RURAL DEVELOPMENT ORDINANCE  
PROGRAM MANUAL

*Preface*

This manual describes one locality's efforts to produce a package of ordinance revisions designed to manage rural development. It documents the VCRMP grant funded process which achieved that goal. The authors of this work hope that the manual will assist other jurisdictions trying to come to terms with increasing rural development pressures. Gloucester County would like to thank the following for their participation and support:

The Virginia Department of Environmental Quality  
The National Oceanic and Atmospheric Administration  
The Chesapeake Bay Local Assistance Department  
The Virginia Department of Game and Inland Fisheries  
LDR, International  
Smith Demer Normann  
Kellerco, Inc.  
The Middle Peninsula Planning District Commission  
The Hampton Roads Planning District Commission

*Introduction*

Gloucester County is located on Virginia's Middle Peninsula, on the north shore of the York River. The County's 225 square miles remain primarily rural, but recent growth trends have begun to threaten the rural features which make the County attractive to growth in the first place. This irony is not unique to Gloucester, but its impact here is particularly acute. Between 1980 and 1990, the rural sections of the County grew by roughly 100%. This number, taken in isolation, is cause for alarm, but the County's growth patterns are even more important than its growth rates. The northern, more rural sections of the County have absorbed the majority of recent growth, and that growth has occurred in a scattered, sprawling fashion. The impacts of this type of development on rural character and environmental quality are subtle but significant; small subdivisions gradually erode the open space systems which form the rural landscape. As previously suggested, the situation is common throughout Virginia, and enacting measures to deal with the phenomenon proves extremely difficult.

Gloucester County's Comprehensive Plan of 1992 establishes the need to take definitive steps to manage rural growth. It recommends strategies to deal with both the density and the pattern of rural residential development. Specifically, the Plan

recommends adoption of ordinance language to encourage clustered residential development in conjunction with permanent open space preservation. The Plan establishes a broad geographic area for implementation of the cluster concept. (In tandem with this rural strategy, the Plan establishes a Development District, where public sewer and water should be utilized to support the bulk of future development.)

Given the wide range of factors involved in enacting a successful rural development ordinance (market forces, farmland preservation, environmental preservation, quality of development, and fiscal impact of development), the County decided early in the implementation process to hire a planning consultant to accomplish the scope of work. The County also decided to look to the Virginia Coastal Resource Management Program for funding, given the project's primary goal of preservation of open space systems. The grant proposal clearly linked rural development patterns to preservation of coastal resources, and the proposal received funding for fiscal year 1993-1994. A copy of the grant proposal is included as Appendix A.

This manual discusses the following items: the consultant hiring process; necessary background studies; formulation of the ordinance language; public input and implementation.

### *Hiring a Consultant*

When County staff began the process of drafting a request for proposals, they decided to emphasize two critical items: the need to link rural development patterns to environmental quality, and the comprehensive scope of the project. It was felt that if these two factors were understood, consultants responding to the RFP could propose solutions in an informed context. Within that context, the RFP avoided (to the extent possible) specific program requirements. The document stated basic goals and pertinent background material, but left a deliberate degree of flexibility. This allowed the County to analyze creative responses, and to gauge the degree to which respondents understood the issues involved. Furthermore, the County was looking for a consultant who could provide direction in this implementation project; and a flexible RFP encouraged respondents to suggest appropriate approaches. The decision not to limit the project at this stage with an overly specific RFP paid off, since creative, workable responses resulted. A copy of the RFP is included as Appendix B.

Of six respondents, four consultant teams were interviewed. The County's interview team consisted of the County Administrator, the Purchasing Director, the Community Development Director, and the Senior Planner. The team conducted the interviews in a fashion which made clear the fact that the County sought direction as to how the project should proceed. The successful consultant demonstrated two things: an understanding of the comprehensive scope of the project, and a creative

approach to the issues outlined in the RFP. The final scope of work reflects these factors – it is included as Appendix C.

### *The Background Studies*

The background research called for in the scope of work turned out to be the key element in the process described herein. Exhaustive research accomplished two important objectives: it ensured that the ordinance language was responsive to market conditions; and it identified the nature and location of features worthy of preservation efforts.

The project began with an assessment of agriculture and silviculture in Gloucester County. This effort extended the project team's knowledge of the current and future status of these rural uses. It was agreed early on that any successful preservation effort would require such knowledge. The consultants began with interviews of key players in the agricultural economy. These included the local extension agent, individual farmers, and representatives from the Soil and Water Conservation District. In addition to the knowledge it provided the study team, the interview effort proved vital as a public education and notification tool. With information gained by means of the interviews, combined with related research results, consultants were able to identify the geographic areas in which the principal farmers operate. When this information was combined with the mapping of large agricultural fields (see physical features analysis below), the essential farmland preservation areas became clear. All of this information was submitted as a discrete report (see Appendix D).

In conjunction with the agricultural assessment, a thorough physical features analysis took place. The goal was to further refine the desired pattern of rural development. By overlaying farmland preservation areas with physical features, a realistic depiction of valuable open space systems could be portrayed. To accomplish this, consultants analyzed erodible soils, slopes, prime forest stands, septic tank suitability, groundwater limitations, and the presence of threatened and endangered species. As these features were mapped, patterns of suitable and unsuitable land began to appear.

The final, and in many ways most important, step in the background analysis process involved a market analysis of rural residential trends and a buildout projection based on the County's Comprehensive Plan. In order for the creative rural development ordinance to be effective, the project team agreed that market factors would need to be recognized and taken advantage of. The buildout projection enhanced the team's understanding of future development patterns and intensities. Essentially, the consultants projected future rural population based on density recommendations established in the Comprehensive Plan, in an effort to answer the question: "If this Plan builds out, how many rural residents can the county expect, and where will they live?"

The background analysis produced a rural development map which identified the areas where rural development was most appropriate. The map is included in Appendix D. The studies indicated that the buildout numbers foreseen by the Comprehensive Plan could be sustained in a much more manageable pattern. That is, by encouraging rural development to locate in appropriate areas, and by providing incentives for cluster development, the County could preserve rural character and environmental quality while retaining previously agreed upon development rights. The rural development map also began to solidify zoning implications, and served as a starting point for drafting the language.

### *Drafting the Language*

The rural development scenario relies heavily on the residential cluster concept. The Comprehensive Plan specifically recommends the technique as a way to preserve rural character and encourage high quality development. At one point during the process, a mandatory cluster provision for developments over a certain size was considered, but the draft language retains the cluster technique as an encouraged option. It is important to keep in mind that market conditions factored into the entire process. One of the primary concerns of the project team was that a rural development ordinance would be drafted which had no realistic chance of working. Based on the market research performed, the consultants included a range of lot size possibilities for cluster development, which adequately respond to market demand.

The language also includes several incentives to encourage cluster development. First of all, the cluster option allows developers to take advantage of a density bonus. The range of bonuses allowed was carefully crafted so as not to violate desirable buildout numbers. Also, and perhaps most importantly, a road building incentive is included. Because cluster developments can include smaller lots with smaller road frontage requirements, road construction costs will prove significantly lower under the cluster option. The project team sees this clear financial incentive as the strongest point of the strategy in terms of realistic chances of implementation.

The element of the rural development ordinance which involved perhaps the greatest amount of trepidation and debate was that of what to do with the preserved open space resulting from development of a cluster subdivision. Who would own and maintain the land? What uses were appropriate? These and many other questions were asked during the process to ensure that the land preserved was more than just left over space. Obviously, the County's natural resource preservation goals meant that the viability of the preserved area as an open space system would guide the language drafting process. The ability of these preservation parcels to support farming and forestry also played a key role, consistent with the findings submitted in the agricultural assessment report discussed earlier. The resultant language sets up a process whereby the purpose of the

preservation parcel will guide the development of the residential lots. Such purpose will be clearly defined up front, within permitted use guidelines, and limits will be placed on future division of the preservation parcel. Although it proved to be the most difficult part of the cluster concept, the draft language suggests an approach to the preservation parcel which responds to agricultural and market conditions, which will preserve open space systems, and which will result in higher quality rural development.

A significant challenge in developing the rural development ordinance involved making sure that the language responded directly to the background work and the rural development map. As previously stated, the strength of this entire process lies in the exhaustive background research performed, and as new zoning ideas developed, the project team occasionally found it necessary to refocus. In particular, the link between the zoning pattern established by the background work and the zoning concepts under scrutiny proved particularly difficult to maintain. The translation of zoning concepts into buildout numbers proved necessary to maintain the integrity of the entire growth management strategy. Consequently, the cluster concept is applied differently in different geographic circumstances. As can be seen in the attached language (Appendix E), density formulas and lot size ranges vary for each of four zones: Rural Countryside, Suburban Countryside, Conservation, and Hamlet Cluster. The location and intensity of these zones relates directly to the goals established by the background research.

The language also includes a Rural Business District. Although not originally part of the rural development ordinance concept, the Rural Business District will convey significant advantage to overall implementation. First of all, by providing rural residents with a local option for day to day commercial needs, the County hopes to reduce traffic demand on major highways. The transportation and environmental benefits of this strategy are obvious. Also, in conjunction with the Hamlet Cluster option, the Rural Business District will encourage development of small rural village type subdivisions with permanent open space systems.

Appendix E also includes necessary Subdivision Ordinance and Comprehensive Plan amendments necessary to implement the rural development concept. Primary among the subdivision amendments is the requirement of public roads in all new subdivisions. Currently, a significant portion of the County's rural residential developments take place in the form of scattered private road subdivisions. The approach requires less time and money investment by the developer, and is frequently used. Implementation of the new public road proposal will prove critical to successful implementation of the cluster concept. As stated earlier, reduced road building costs offer a significant incentive for developing a cluster subdivision. However, if the private road option continues, the incentive will not prove as effective.

### *Implementation Status*

The Board of Supervisors has held a public hearing on the full revision package (including the Zoning Ordinance, Subdivision Ordinance, and Comprehensive Plan amendments), but no action has been taken. Simply stated, the package needs further public input and refinement. Organizing the hearing proved rather difficult, because the critical background material was so voluminous and complex. For ease of presentation, a summery report was drafted and used at the hearing. That report is included as Appendix F. Despite efforts to emphasize the background analysis in the summary report, parts of the revision package had to be presented in an incomplete context. This problem was minimized by holding a joint Planning Commission/Board of Supervisors worksession prior to the public hearing. A great deal of the background information was presented at the worksession, and members of both bodies had a chance to get questions answered in an informal setting. Nevertheless, since the hearing ultimately focused on the revision package, contextual problems still exist, and Gloucester faces a significant public education challenge. This is in part due to the timing of the public hearing. The County's contract with the grant funding agency required that a revision package be taken to the hearing level within a certain timeframe. The County understands the necessity of this requirement, but in Gloucester's case, the hearing (which occurred prior to significant input from the Planning Commission) suggested premature action. Although no action was taken, and the package will now go back to the Commission, the process did suffer significant disruption.

### *Conclusion*

Gloucester County's Creative Rural Development Ordinance proved to be an extremely comprehensive project. The combination of physical features, market forces, and buildout analysis which factored into the final product turned out to be more than the project team initially expected. This background work, however, proved to be the driving force behind a process which resulted in a strong ordinance revision package which meets the team's expectations. The background studies not only ensured viable policy options, it helped build public support from the beginning. The interviews described earlier in this document made all of the key players aware of the project. The timing of later public education efforts was hampered by the grant schedule and required public hearing, but these early efforts proved critical. Work remains to be done on the product, but the process described herein produced a solid base with considerable consensus built in.



**APPENDIX A**

**GRANT PROPOSAL**

**COVER SHEET**

APR 19 1995

**1993 VIRGINIA COASTAL RESOURCES MANAGEMENT PROGRAM GRANT**

**1. Legal Applicant (Name, Organization, Address, Phone):**

Gloucester County (804) 693-4040  
Post Office Box 329  
Gloucester, VA 23061

**2. Project Manager:**

Jeff Haughney

**Phone:**

(804) 693-4040

**3. Project Title:**

Creative Rural Development Program

**4. Area of Project Impact:**

Rural Sections of Gloucester County (As depicted on Appendix A)

**5. Project Start and End Dates:**

October 1, 1993 - Start  
September 30, 1994 - End

**6. Project Duration (in months):**

12

**7. Proposed Funding**

a. Federal : 40,000  
b. Match : 49,000  
c. Total : 89,000

**8. Brief Description of Project (Do not simply refer to attached):**

The purpose of this project is to develop ordinance language which provides development incentives for enhanced compliance with Comprehensive Plan goals and with environmental preservation initiatives. The program will specifically address rural development occurring outside targeted growth areas to encourage clustering, preservation of open space systems, and preservation of native vegetation as an integral part of development design. Progress will be monitored and documented in a program development manual.

**9. Products/Deliverables:**

-Program Development Manual  
-Creative Rural Development Ordinance

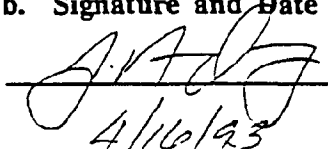
**10. Individual Authorized to Make Application:**

**a. Typed Name and Title**

Jeff Haughney, Director

Community Development & Codes Compliance

**b. Signature and Date**

  
4/16/93

Received by:  
Council on the Environment

APP 19 1995

**BUDGET**  
**1993 VIRGINIA COASTAL RESOURCES MANAGEMENT PROGRAM GRANT**

Agency/Locality Gloucester County  
Project Title Creative Rural Development Ordinance  
Principal Contact Jeff Haughney, Director of Community Development

<u>Categories</u>	<u>Federal Funds</u>	<u>Matching Funds</u>	<u>Total</u>
a. Personnel		\$42,000.00	\$42,000.00
b. Fringe Benefits		7,000.00	7,000.00
c. Travel			
d. Equipment			
e. Supplies			
f. Contractual	\$40,000.00		40,000.00
g. Construction			
h. Other			
i. Total Direct Costs (a-h)	\$40,000.00	49,000.00	89,000.00
j. Indirect Cost			
k. Total Cost	\$40,000.00	49,000.00	89,000.00

**OBJECTIVE AND DELIVERABLE:**

Gloucester County, utilizing VCRMP grant funds, recently adopted a Comprehensive Plan Update which addresses preservation of the County's rural and environmental quality. The Plan seeks to accomplish its goals by concentrating growth in a 40 square mile Development District, and by closely managing growth which occurs elsewhere. For the effort to succeed, Gloucester will need to focus careful attention on adopting ordinance language which encourages a sustainable development pattern for growth occurring outside the Development District. A specific goal of such an ordinance will be to provide density bonus incentives for improved compliance with environmental protection initiatives.

This project's objective is to realize zoning ordinance amendments which respond to Comprehensive Plan goals, and which specifically seek to manage rural growth in an environmentally sound manner. In particular, ordinance objectives would include: concentrating development on suitable land; protecting existing vegetation; and permanently preserving significant open space systems, including wetlands, shorelines, floodplains, farms, and forests. One direct benefit will be the ability to include, as part of the review and approval process, enhanced management techniques for agricultural and silvicultural activities proposed as open space under the new ordinance provisions.

The following deliverables will result from the proposal:

1. **A Program Development Manual** - The manual will document every aspect of the ordinance amendment process, citing appropriate models and outlining the decision making process which generates final solutions. It will provide a model to other jurisdictions, by focusing on technical, political, and fiscal aspects of developing creative rural development ordinances.
2. **A Rural Development Ordinance** - Gloucester County will create or augment an ordinance designed to implement the goals of the Comprehensive plan relating to rural and environmental preservation. The ordinance will be taken to the public hearing phase, and will attempt to cluster onto suitable land development which occurs outside the targeted Development District. An equally important result will be the permanent preservation of significant environmental features, through open space requirements. The County will specifically focus on preservation and establishment of native vegetation, both as part of individual lot design, and as part of open space preservation. Furthermore, as part of the ordinance development process, Gloucester will research ways to encourage enhanced management techniques for farming and forestry tracts proposed as permanent open space. The overall intent of the ordinance will be to enhance compliance with Comprehensive Plan goals and with environmental protection ordinances.

#### BACKGROUND AND JUSTIFICATION:

From 1980 to 1990, Gloucester County grew by 50% to 30,000 residents, with growth rates exceeding 100% in the County's rural northern section. Current land use management ordinances have proven insufficient in fostering an environmentally sound development pattern, to the effect that shorelines, steep slopes, wetlands, and floodplains are threatened. Gloucester's vast waterfront continues to attract new development; erosion control and other environmental protection ordinances have proven helpful in protecting shoreline resources, but new provisions, which relate directly to rural development patterns are also necessary. A creative development ordinance, which includes incentives for clustering development on suitable land, preserving systems of open space, and incorporating native vegetation into development design will fill this gap.

Effective management of Gloucester County's Development District will obviously prove essential in maintaining the County's environmental character, since concentrating growth where public sewer and water are available represents the most direct route the County can take toward growth management. Efforts to achieve these goals will prove useless, however, unless supplemented by effective rural planning and implementation. Growth pressure remains most intense in the rural sections of Gloucester County, and rural management ordinances must be developed which act in tandem with Development District provisions. Current rural development patterns result in sprawling large lot subdivisions which largely ignore sensitive areas such as erodible soils, steep slopes, floodplains, and wetlands. Another effect of this development pattern is the loss of opportunity to utilize indigenous vegetation for its aesthetic and environmental benefits. Clearly, if these trends are to be reversed, cluster development techniques will prove necessary.

Furthermore, although jurisdictions throughout Virginia have adopted significant erosion control and wetlands protection ordinances, agricultural and silvicultural activities remain largely exempt. A rural development ordinance which encourages preservation of farmland as permanent open space could also include incentives for enhanced agricultural best management practices. Resulting techniques would not only guarantee the quality of a particular open space system, but would provide models for replication.

The link between land use and water quality recently has been the subject of state-wide debate and legislative action; clearly, a land use ordinance amendment strategy meets the goals of Virginia's Coastal Program. Project results will be used to manage rural growth creatively, recognizing that large lot zoning often exacerbates the environmental problems it is designed to prevent. The proposal will produce tangible results in terms of erosion control, habitat preservation, and water quality protection, thereby enhancing compliance with numerous environmental regulations.

\* NOTE: The proposed study area (Appendix A) contains the following Hydrologic Units: C11, C12, C13, C14, C15, and F02 (Appendix B). The Department of Conservation and Recreation ranks C11 and C14 as high non-point source priorities, and ranks all others within the study area as medium priorities. The proposed rural growth management initiative directly addresses development issues affecting non-point source pollution.

SCOPE OF WORK:

Gloucester County will contract with a consultant to review the County's zoning ordinance and propose amendments which respond to environmental and rural preservation goals outlined in the County's Comprehensive Plan. The success of the project will also depend on the participation of the following parties: local planning staff, the Virginia Department of Conservation and Recreation, the Virginia Department of Game and Inland Fisheries, the Alliance for the Chesapeake Bay, the Tidewater Soil and Water Conservation District, the Virginia Marine Resources Commission, local developers, and the citizens of Gloucester County.

The task will be as follows:

**A Program Development Manual**

An appropriately procured consultant will work with local staff over the span of the project to develop a program manual. The manual will include technical, political, and fiscal information designed to provide the reader with a complete understanding of how to develop and implement an environmentally targeted creative development ordinance in a rural area. Assistance will be solicited from the above referenced agencies to ensure the manual's usefulness to other localities.

**A Rural Development Ordinance**

The consultant and local staff, in cooperation with a citizens committee established specifically for the task, and with the full participation of the above referenced agencies, will develop ordinance language which provides viable incentives for enhanced compliance with Comprehensive Plan goals and environmental protection initiatives, including preservation of native vegetation. Similar ordinances from other jurisdictions will be analyzed to determine implementation success, and appropriate models will be used. Local staff will conduct informational hearings prior to public hearings for adoption. Specific attention will be paid to soliciting input from citizens and the development community.

TIME SCHEDULE:

Task	Completion Date
Consultant chosen	November 1993
Ordinance draft complete	June 1994
Informational hearings	June 1994
Planning Commission hearing	July 1994
Board hearing	August 1994
Program manual	September 1994

Submitted to DEQ by June 30, 1994.

Draft to DEQ by Sept. 30, 1994.

BUDGET NARRATIVE:

All federal funds will be dedicated to contract expenses. One contract will be entered into between the County and a reputable planning consultant.

Total contract - \$40,000.

Local matching funds for in-kind services will be dedicated to some portion of all deliverables. These funds will be used through the following positions:

Director of Community Development

10-15 hours per week  
\$44,000 annual salary  
\$10,000 salary  
\$2,000 fringe

Senior Comprehensive Planner

20+ hours per week  
\$28,000 annual salary  
\$15,000 salary  
\$2,000 fringe

Planner II

10 hours per week  
\$22,000 annual salary  
\$5,000 salary  
\$1,000 fringe

County Engineer

5-10 hours per week  
\$44,000 annual salary  
\$7,000 salary  
\$1,000 fringe

GIS Mapping Specialist

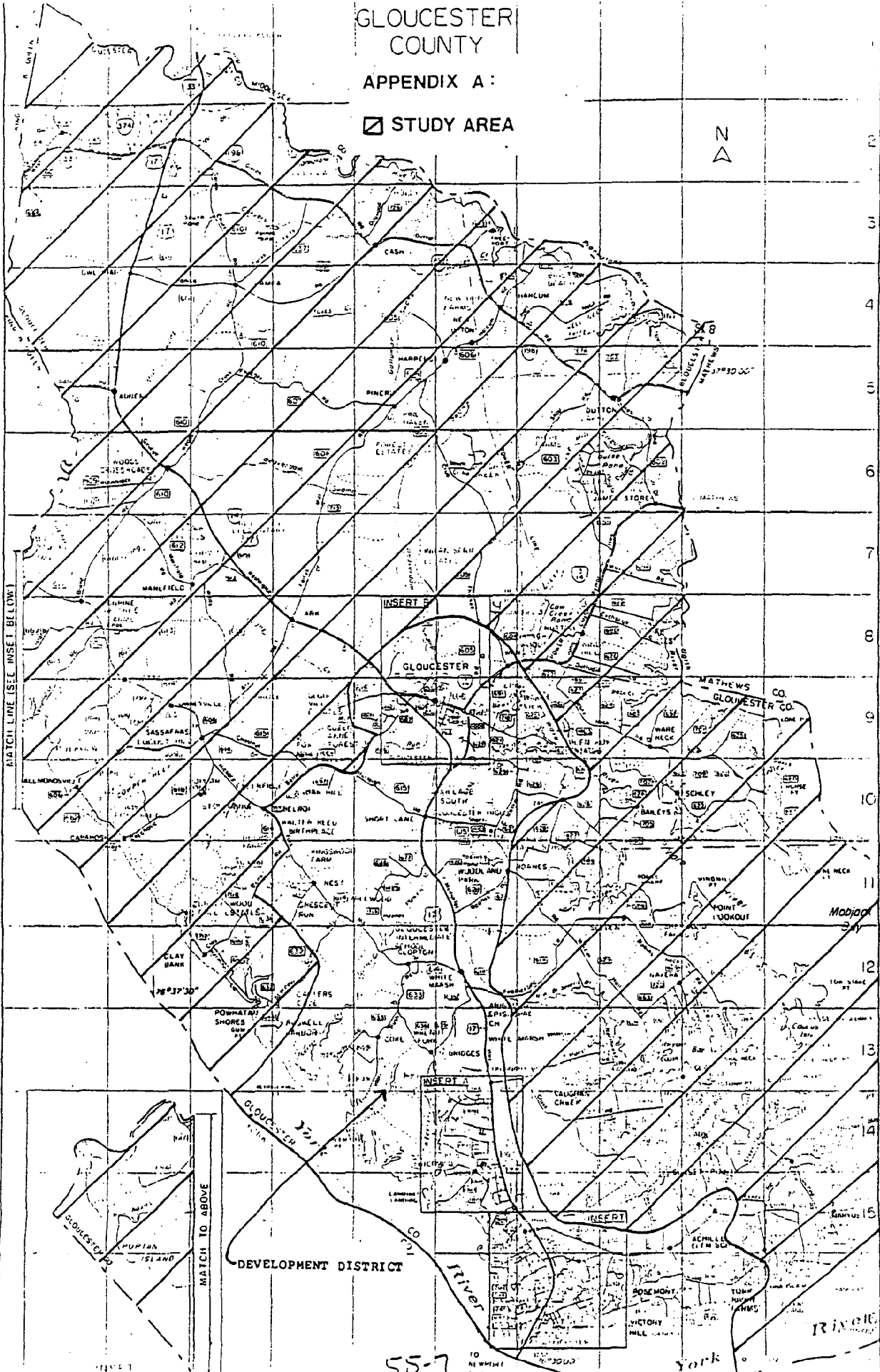
10 hours per week  
\$20,000 annual salary  
\$5,000 salary  
\$1,000 fringe

total personnel cost: \$49,000

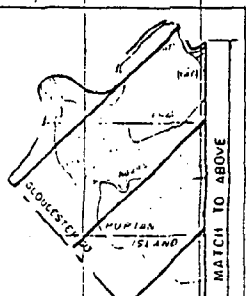
# GLOUCESTER COUNTY

## APPENDIX A :

☐ STUDY AREA



MATCH LINE (SEE INSERT BELOW)



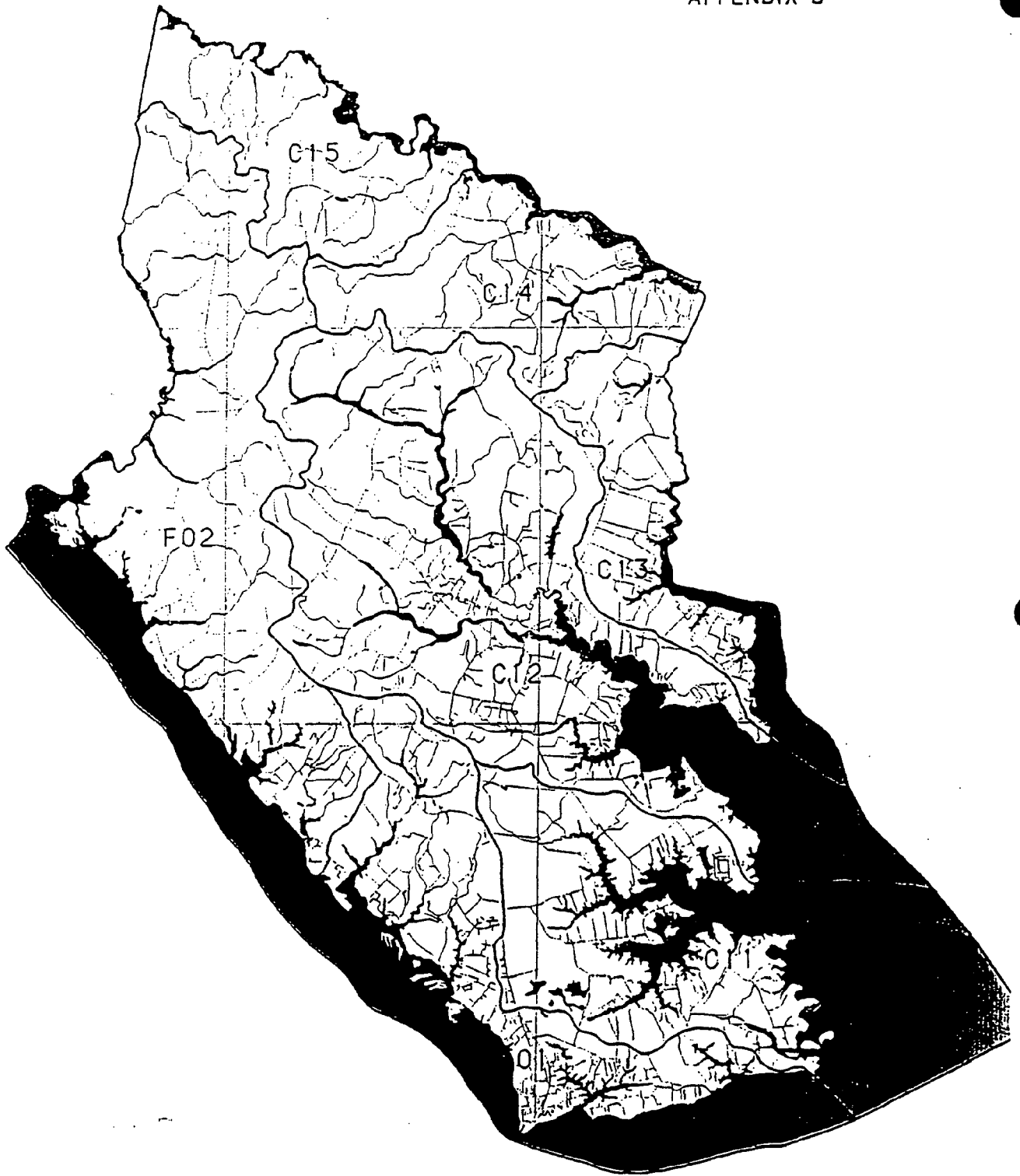
DEVELOPMENT DISTRICT

55-7

York

RIVER





# HYDROLOGIC UNITS

GLoucester COUNTY -- 184317 ACRES

HYDROLOGIC UNIT BOUNDARY

**APPENDIX B**

**REQUEST FOR PROPOSALS**

REQUEST FOR PROPOSALS  
RFP #93-041

Issue Date: May 12, 1993

Title: Comprehensive Stormwater & Transportation Management  
Planning Services

Commodity Code: 905-20

Issuing Public Body: Office of the Purchasing Director  
County of Gloucester  
P.O. Box 329  
Gloucester, VA 23061

Using Agency And/Or Location: Community Development Department  
Where Work Will Be Performed: Gloucester County, VA

Sealed Proposals will be received on June 21, 1993 until 3:00 PM local time for furnishing the Goods/Services described herein. The proposals will be opened on June 22, 1993 at 3:00 PM local time, and offerors' names will be made public at that time.

All inquiries for additional project information should be directed to Mr. Jeff Haughney, Director, Community Development or Mr. Chris DeWitt, Senior Comprehensive Planner at (804) 693-4040.

All inquiries concerning proposal procedures should be directed to Mr. Marion L. King, Jr., CPPO, Purchasing Director at (804) 693-6235. The RFP package may be obtained from Central Purchasing.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING PUBLIC BODY ABOVE. IF PROPOSALS ARE HAND DELIVERED, DELIVER TO: OFFICE OF THE PURCHASING DIRECTOR, GLOUCESTER ADMINISTRATION BUILDING, MAIN STREET AND DUVAL AVENUE, GLOUCESTER, VA 23061.

In compliance with this Request for Proposals and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

*Name and Address of Firm:*

\_\_\_\_\_  
DATE: \_\_\_\_\_  
\_\_\_\_\_  
NAME: \_\_\_\_\_  
(Please Print)  
\_\_\_\_\_  
BY: \_\_\_\_\_  
(Signature in Ink)  
\_\_\_\_\_  
TITLE: \_\_\_\_\_  
FEI/FIN NO. \_\_\_\_\_ TELEPHONE NO: ( ) \_\_\_\_\_

The Owner reserves the right to reject any or all Proposals, to make award in whole or in part, to vary quantities in accordance with funds available and to waive any informalities.

EOE/M/F/H

TABLE OF CONTENTS

<u>SUBJECT</u>	<u>PAGE</u>
1. PURPOSE .....	3
2. PROJECT BACKGROUND .....	3
3. SCOPE OF WORK .....	5
4. GENERAL REQUIREMENTS .....	7
5. SPECIFIC REQUIREMENTS .....	8
6. PROPOSAL REQUIREMENTS .....	8
7. METHOD OF PAYMENT .....	9
8. COMMUNICATIONS .....	9
9. EVALUATION/AWARD CRITERIA .....	10
10. REQUEST FOR PROPOSAL PROCESS .....	11
11. PRICING SCHEDULE .....	11
12. GENERAL TERMS AND CONDITIONS .....	11
13. SPECIAL TERMS AND CONDITIONS .....	22
14. APPENDICES .....	27
A. COUNTY MAP OF STORMWATER AND TRANSPORTATION MANAGEMENT AND PLANNING AREA	
B. BIDDER/PROPOSER QUESTIONNAIRE	
C. MINORITY RESPONSE FORM	

1. PURPOSE

The purpose of this Request for Proposals (RFP) process is to competitively procure the required planning services in a manner most advantageous to Gloucester County's best interests. It also provides firms with a fair opportunity for their services to be considered.

This proposal package will focus mainly on Phase I of the comprehensive planning effort. The goal of Phase I will be to refine existing plans for the Development District, specifically recognizing the links between land use, transportation, and stormwater management. The Purchasing Director will assess the progress made by the successful offeror in Phase I and may continue the contract upon a favorable review for Phase II with the successful contractor of Phase I. The goal of Phase II will be to implement zoning ordinance amendments and uplift the Gloucester County Comprehensive Plan's guidelines regarding rural developmental patterns.

Any offeror submitting a proposal and/or the successful contractor of Phase I, agrees that the decisions of Gloucester County are final and shall hold harmless the County, its directors, employees, consultants, and others involved in this solicitation, selection and award process. The submission of a proposal indicates acceptance of these conditions.

2. PROJECT BACKGROUND

The link between land use, transportation, and environmental quality has recently become the subject of national debate and legislation, and nowhere has the link made itself more apparent than in metropolitan fringe jurisdictions. Gloucester County, Virginia, encompasses 225 square miles within the Hampton Roads Metropolitan Area, and remains a largely rural locality. Its metro-fringe location within Virginia's Golden Crescent, however, has brought significant growth over the past several decades, and between 1980 and 1990 the County's population grew by 50% to 30,000 residents. These numbers alone generate concern over the County's ability to manage growth, but the pattern of recent development generates even greater concern. Pervasive suburban sprawl now threatens Gloucester's rural character, and in an effort to encourage a more sustainable, affordable, and appropriate development pattern, the Board of Supervisors in December 1992 adopted a Comprehensive Plan Update which outlines basic growth management strategies.

Specifically, the Plan seeks to concentrate growth within a forty square mile Development District, where recently installed water and sewer lines may reasonably become available over the next twenty years. The Development District flanks Route 17 corridor from Gloucester Point to Gloucester Courthouse (see Appendix A), and lies wholly within the Urban Transportation Study Area of the Hampton Roads Metropolitan Planning Organization. The County provides water service from a reservoir at the north end of the Development District while the Hampton Roads Sanitation District provides sewer service via a force main beneath the York River. The area is rapidly developing, and the southernmost portion lies within the Hampton Roads Urbanized Area.

The District provides a range of new and old residential subdivisions, and houses virtually all of the County's commercial, industrial and governmental activity. Development is concentrated along Route 17, and heavily developed commercial strips exist along portions of the corridor. Because of this fact, and because Route 17 exists as the only viable north south transportation route, increasing traffic volumes have brought safety and efficiency problems. The Comprehensive Plan authorizes residential densities of up to four units per acre for this area, and outlines strategies to attract business and industrial parks. The County's ability to encourage appropriate growth within the Development District will stand as the primary test of the Plan's success.

In conjunction with Development District strategies, the Plan sets forth objectives which address the rural portions of the County (see Appendix A). The majority of Gloucester's land area still boasts forests and farmland, which contribute to the County's quality of life. Residential growth rates in the northernmost portion of the County exceeded 100% between 1980 and 1990, however, and farm population decreased by one third during the same time frame. An explicit Comprehensive Plan goal is to reverse this trend, and to preserve rural character. Recommendations target an overall density of one unit per five acres in the northern and eastern portions of the County, and one unit per one and one-half acres in the western portion. The Plan specifically discourages sprawling, large lot subdivisions. Instead, where growth does occur outside the Development District, the Plan recommends a traditional development pattern which relies on clustering and open space preservation. Successful

implementation of this objective will prove vital to growth management.

The Comprehensive Plan establishes solid growth management concepts which parallel those employed in many Virginia localities. The Plan, however, lacks detailed background studies and policy recommendations on how best to achieve the goals. Gloucester County now needs to proceed in that direction.

### 3. SCOPE OF WORK (PROJECT DESCRIPTION)

#### 3.1 Phase One (1)

Utilizing funds provided by the Virginia Department of Environmental Quality through a Coastal Zone Management Act grant administered by the National Oceanic and Atmospheric Agency, Gloucester stands prepared to undertake the first phase of the project -- a detailed land use and transportation analysis for the described Development District. The project goal will be to refine existing plans for the Development District, specifically recognizing the links between land use, transportation, and stormwater management. As stated in the project background, concentrating development in proximity to public infrastructure represents the most direct growth management strategy available to Gloucester County. In the absence of detailed plans designed to handle the intensity of concentrated growth, however, the strategy could backfire. Along with such development come concerns regarding development patterns and the associated strain on transportation networks. Plan and ordinance language which recognize this link will ensure that growth proceeds in a manageable fashion, and that environmental management opportunities are not lost. Toward that end, Gloucester proposes to analyze sub-watershed stormwater catchment opportunities, and build them into land use and transportation plans. Project deliverables include a Comprehensive Plan amendment, a Stormwater Management Ordinance, and a Program Development Manual which documents each step of the process.

Our intent is to realize plan and ordinance amendments which highlight areas appropriate for village density development of four to five units per acre. The language should encourage

development which recognizes the neighborhood scale of historic Gloucester, and which utilizes public water and sewer. Of primary concern is the establishment and maintenance of an efficient transportation network which provides access to Route 17 but does not rely exclusively on that highway for north south travel. Alternatives to business strip development also represent a pervasive concern; village type commercial development, incorporated into planned communities, and business/industrial park development will be considered. Treatment of the Route 17 corridor is also a priority. Finally, all of the above measures should take into account the preservation and utilization of significant stormwater management opportunities.

The successful consultant should have experience working in urbanizing rural communities, and should possess a strong knowledge of traditional development patterns on the Middle Peninsula. Weight will also be given to stormwater management experience and knowledge of development and redevelopment of highway corridors.

### 3.2 Phase Two (2)

Gloucester County also anticipates receiving funds for Phase II of the project -- zoning ordinance amendments for the rural sections of the County. The County has submitted a grant proposal to the Department of Environmental Quality, and we expect favorable review by September, 1993. Upon award of these funds, we anticipate continuing contract work with the consultant performing the Phase I work. The goal of Phase II will be to realize ordinance amendments which respond to Comprehensive Plan recommendations regarding rural development patterns. Specifically, we hope to adopt language which provides incentives for clustering development on suitable land in exchange for permanent preservation of significant open space systems. Issues to be examined include: options which qualify for density bonuses; performance standards for individual lots and open space tracts; mixed use potential; open space maintenance agreements; and the treatment of farmland and forestry tracts as open space. Protection of farmland, wildlife habitat, wetlands, floodplains, steep slopes, erodible soils, and native vegetation will play a major



role. A residential cluster ordinance and a more comprehensive traditional neighborhood ordinance are both desired.

If Development District provisions are to prove successful in managing County growth, ordinance language which addresses the pattern of rural development will become vital. Although one deals with fairly dense development and one with fairly sparse development, the link between the two phases of this project cannot be overemphasized; one cannot succeed without the other. For this reason, the successful consultant will need to demonstrate an understanding of the tie between urban and rural landscapes, and of the link both have to environmental preservation. Experience with agencies such as the Virginia Department of Conservation and Recreation, the Virginia Marine Resources Commission, and the Alliance for the Chesapeake Bay will prove helpful, since these and other agencies will be involved with the project. Also, as part of Phase II, a citizens committee will be established to participate in the ordinance development process; Proposers should therefore demonstrate willingness and ability to work with diverse groups of people.

Schedule:

Grant period for Phase I ends September 30, 1993. Gloucester has applied for an extension which would allow the project to proceed through December, 1993.

We expect monies for Phase II to be awarded in September, 1993.

4. GENERAL REQUIREMENTS

4.1 RFP Response

In order to be considered for selection offerors must submit a complete response to this RFP to the County of Gloucester. The offeror must submit five (5) complete copies of the proposal.

4.2 Proposal Preparation

4.2.1 Proposals shall be signed by an authorized representative of the offeror. All requested information must be presented.

Failure to do so might result in the proposal being considered not responsive and, thus, rejected.

4.2.2 Proposals should be prepared in a simple and straight forward manner with emphasis on completeness and clarity.

4.2.3 Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

## 5. SPECIFIC REQUIREMENTS

Proposals should be as thorough and detailed as possible such that the offeror's capabilities to provide the required services may be properly and fully evaluated. Offerors are required to submit the following items as a complete proposal:

5.1 Listing of company facts, name, location and principals.

5.2 A company profile or history.

5.3 Company must list former projects; completion of previous comprehensive stormwater and transportation studies or related master plan(s) that may be essential for selection.

5.4 Work to be performed within four (4) months of executed agreement.

## 6. PROPOSAL REQUIREMENTS

6.1 Title Page: Show the RFP subject, name of contact person and date.

6.2 Table of Contents

6.3 Letter of Transmittal: A statement by the prospective firm of their understanding of the work, with description of approaches and procedures to be employed.

6.4 Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral or written clarification of their proposal to the County of Gloucester. This will provide an opportunity for the offeror to clarify or

elaborate on the proposal but will in no way change the original proposal. If there is an oral presentation, it is to be at the offeror's expense. The County of Gloucester will schedule the time and location of this presentation. Oral presentations are an option of the County and may not be conducted; therefore, proposals must be complete.

7. METHOD OF PAYMENT

The firm will be paid by invoice(s) submitted to Central Accounting at the completion of the project. No payment will be made without the prior written authorization of the Director of Community Development and Codes Compliance, Gloucester County.

8. COMMUNICATIONS

Any failure to adhere to the provisions set forth below may result in the rejection of any offeror's proposal or in the cancellation of this Request for Proposals.

8.1 Informal Communications

From the date of receipt of this Request for Proposals by each offeror until a binding contractual agreement exists with the selected offeror(s) and all other offerors have been notified, or when the County rejects all proposals, informal communications shall include but not be limited to: (1) requests from offerors to any departments of the County (with the exception of the designated County Central Purchasing Office) for information, comments, speculation, etc.; (2) requests from any department of the County (with the exception of the designated County purchasing authority) for information, comments, speculation, etc. regarding the RFP, responses or process.

8.2 Formal Communications

8.2.1 Nature of Communication: From the date of receipt of this Request for Proposals by each offeror until a binding contractual agreement exists with the selected offeror or when the County of Gloucester rejects all proposals, all communications between the public body and the offeror will be formal or as requested by the County

Purchasing Office. Address all inquiries to Mr. Jeff Haughney at (804) 693-4040.

8.2.2 Revisions/Additions to RFP: Revisions or additions to this Request for Proposal shall be at the sole discretion of the public body. In the event it becomes necessary to revise any part of this Request for Proposals, revisions will be mailed by the issuing office to all offerors to whom the initial RFP was mailed or by whom the initial RFP was requested.

9. EVALUATION AND AWARD CRITERIA

9.1 Description & Percentage

9.1.1 Experience with comprehensive stormwater, land use, and transportation studies and related master plans. Demonstrated ability to work with agencies such as the VA Marine Resources Commission, VA Dept. of Conservation and Recreation, and the Alliance for the Chesapeake Bay. 50%

9.1.2 Offeror's proposal, responsiveness, and general presentation. 30%

9.1.3 Price. 20%

A minimum score of 80% will be necessary for consideration.

9.2 Evaluation and Award of Contract

Selection shall be made of two or more offerors deemed fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the RFP. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The County may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason

why a particular proposal was not deemed to be the most advantageous (Section 11-65D, Code of Virginia). Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

10. REQUEST FOR PROPOSALS PROCESS

This Request for Proposals is part of a competitive procurement process that helps to serve the County of Gloucester's best interests. It also provides firms with a fair opportunity for their services to be considered. The process of competitive negotiations being used in this case should not be confused with the different process of competitive sealed bidding. The latter process is usually used where the services being procured can be precisely described and price is generally the determinant factor. With competitive negotiation, on the other hand, price is not required to be the determinant factor, although it may be, the County has the flexibility it needs to negotiate with one or more firms to arrive at a mutually agreeable relationship.

11. PRICING SCHEDULE

Proposals should contain a section for price. Pricing however should be separate for Phase I and Phase II, and should be in keeping with our grant funding schedule.

12. GENERAL TERMS AND CONDITIONS

12.1 Vendor's Manual

This solicitation is subject to the provisions of the Commonwealth of Virginia vendor's manual and any revisions thereto, which are hereby incorporated into this contract in their entirety.

12.2 Applicable Laws and Courts

This solicitation and any resulting contract shall be governed in all respects by the laws of the

Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of Gloucester, Virginia. The contractor shall comply with applicable Federal, State and Local laws and regulations.

12.3 Anti-Discrimination

By submitting their bids or proposals Bidders or Offerors certify to the County/Schools that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as, the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 11.51 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000 the provisions in A. & B. below apply:

A. During the performance of this contract, the contractor agrees as follows:

~ The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, or disabilities, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

~ The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

~ Notices, advertisements, and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

B. The contractor will include the provisions of A. above in every subcontract or purchase

order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

12.4 Ethics In Public Contracting

By submitting their bids or proposals, all bidders or offerors certify that their bids or proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder or offeror, supplier, manufacturer or subcontractor in connection with their bid or proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or great value was exchanged.

12.5 Immigration Reform and Control Act of 1986

By signing this bid or proposal, the bidder or offeror certifies that it does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

12.6 Debarment Status

By submitting their bids or proposals, all bidders or offerors certify that they are not currently debarred from submitting bids or proposals on contracts by any agency of the Commonwealth of Virginia, or are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the Commonwealth of Virginia.

12.7 Antitrust

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the County/School Board of Gloucester, Virginia all rights, title and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the County/Schools under said contract.

12.8 Mandatory Use Of State Form And Terms An  
Conditions

- A. Invitation For Bids: Failure to submit a bid on the official County/School form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the invitation for bids may be cause for rejection of the bid; however, the County/Schools reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as nonresponsive. As a precondition to its acceptance, the County/Schools may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions to a bid which do not affect quality, quantity, price or delivery. No modifications of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- B. Request For Proposals: Failure to submit a proposal on the official County/School form provided for that purpose may be a cause for rejection of the proposal. Return of the complete document is required. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the County/Schools reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

12.9 Clarification Of Terms

If any prospective bidder or offeror has questions about the specifications or other bid documents, the prospective bidder or offeror should submit a written request to the buyer whose name appears on the face of this solicitation, no later than 5 days before the due date. Any revisions to this solicitation will be made only by addendum issued by the buyer.

12.10 Payment By Subcontractor

A contractor awarded a contract under this solicitation is hereby obligated:



- A. To pay the subcontractors within seven (7) days of the contractor's receipt of payment from the County/Schools for the proportionate share of the payment received for work performed by the subcontractor under the contract; o[Ar
- B. To notify the agency and the subcontractor, in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the subcontractor interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owned by the contractor that remain unpaid seven (7) days following receipt of payment from the County/Schools, except for amounts withheld as stated in B. above. The date for mailing of any payment by U. S. Mail is deemed to be payment to the address. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County/Schools.

#### 12.11 Precedence Of Terms

Paragraphs 1-11 and 30-31 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, Special Terms and Conditions shall apply.

#### 12.12 Invoices

Invoices for items ordered, delivered and accepted by County/School agencies/departments/authorized users shall be submitted by the contractor direct to the payment address shown on the purchase order/contract. All invoices shall show the County/School contract number and/or federal employer identification number (for proprietorships, partnerships, and corporations). Invoices covering orders for local public bodies shall be submitted by the contractor to such public bodies in the form required by them.

12.13 Payment Terms

Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoices or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

12.14 Qualifications Of Bidders

The County/Schools may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder or Offeror to perform the work/furnish the item(s) and the Bidder or Offeror shall furnish to the County/Schools all such information and data for this purpose as may be requested. The County/Schools reserves the right to inspect Bidder's or Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's or Offeror's capabilities. The County/Schools further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such Bidder or Offeror fails to satisfy the County/Schools that such Bidder or Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

12.15 Testing And Inspection

The County/Schools reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification.

12.16 Assignment Of Contract

A contract shall not be assignable by the contractor in whole or in part without the written consent of the County/Schools Purchasing Director.

12.17 Changes To The Contract

Changes can be made to the contract in any one of the following ways:

- A. The Purchasing Director may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract

include, but are not limited to things such as the method of packing or shipment and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County/ Schools a credit for any savings. Said compensation shall be determined by one of the following methods:

1. By mutual agreement between the parties in writing; or
2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor account for the number of units of work performed, subject to the purchasing agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
3. By ordering the contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contractor. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the purchasing agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Director shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Director within thirty (30) days from the date of receipt of the written order from the Purchasing Director. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the

disputes provisions of the Commonwealth of Virginia's Vendor's Manual. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Director or with the performance of the contract generally.

- B. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

#### 12.18 Default

In case of failure to delivery goods or services in accordance with the contract terms and conditions, the County/Schools, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County/Schools may have.

#### 12.19 Taxes

Sales to the County/School Board of Gloucester, Virginia are normally exempt from State sales tax. State sales and use tax certificates of exempt, Form ST-12 and ST-13, will be issued upon request. Deliveries against this contract shall be free of Federal Excise and Transportation taxes. The County's excise tax exemption registration number is 54-6001312. The School Board's excise tax exemption registration number is 54-6001313.

#### 12.20 Transportation and Packaging

By submitting their bids/ proposals, all bidder/offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging,

packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with the purchase order number, commodity description, and quantity.

12.21 Quantities

Quantities set forth in this solicitation are estimates of annual usage, and the successful bidder shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

12.22 Delivery Point

Except when otherwise specified herein, all items shall be F.O.B. delivered any point within the County of Gloucester, Virginia as directed by ordering department, institution or agency of the County/Schools or Public bodies of the Commonwealth as defined in Section 11-37 of the Virginia Public Procurement Act.

12.23 Orders

Applicable departments, institutions and agencies of the County/Schools may order by issuing a County/School purchase order, unless instructed otherwise by the Director of Purchasing.

12.24 Audit

The contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the County/School Board of Gloucester, Virginia, whichever is sooner. The County/Schools, its authorized agents, and/or auditors shall have full access to and the right to examine any of said materials during said period.

12.25 Cancellation Of Contract

The Purchasing Director of Gloucester County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation

to deliver any outstanding orders issued prior to the effective date of cancellation.

12.26 Additional Information

The County/Schools reserve the right to ask any bidder/offeror to submit information missing from its bid/proposal, to clarify its bid/ proposal, and to submit additional information which the Purchasing Director deems desirable.

12.27 Availability Of Funds

By signing this bid/proposal the bidder/offeror agrees that the County/School Board of Gloucester, Virginia, shall be bound only to the extent of the funds available or which may hereafter become available for the purpose of any resulting contract.

12.28 Special Or Educational Discounts

- A. During the contract period, if the contractor offers promotional discounts as a general practice or offers educational discounts to schools and institutions of higher education for items available under this contract, which the result that those prices are lower than the prices available under this contract, then the promotional discounts shall be made available to all purchasers under this contract, or in the case of educational discounts, they shall be made available to schools and institutions of higher education eligible to place orders against this contract.
- B. The effective date for price changes/discounts will be the date that the lower prices/discounts were made available to the contractor's customers generally or to schools and institutions of higher education as applicable.
- C. If the contractor does not sell to purchasers eligible to place orders against this contract at the lower prices/discounts required by subsection A above, it shall owe a rebate to each affected purchaser which is equal to the amount of the overcharge. Said rebate shall be made within 30 days after the contractor

becomes aware of the overcharge or within 30 days after the purchaser requests the rebate, whichever comes first.

12.29 Delays In Award

Delays in award of a contract(s), beyond the anticipated starting date, may result in a change in the contract period indicated in the solicitation. If this situation occurs, the County/Schools reserves the right to award a contract(s) covering the period equal to or less than the initial term indicated in the solicitation.

12.30 Drug Free Workplace

"The contractor acknowledges and certifies that he understands that the following acts by the contractor, his employees, and/or agents performing services on County/School Board property are prohibited:

- A. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
- B. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

The contractor further acknowledges and certifies that he understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the County/Schools in addition to any criminal penalties that may result from such conduct."

12.31 Contractual Disputes

In accordance with Section 11-69 of the Code of Virginia, claims arising out of this contract, whether for money or other relief, may be submitted to the County of Gloucester, by submitting the claim in writing, with all necessary data and information to substantiate the claim attached, to the Purchasing Director on the first page of this solicitation.

13. SPECIAL TERMS AND CONDITIONS

13.1 Availability of Funds

It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available, "subject to appropriation" by the Board of Supervisors for the purpose of this agreement.

13.2 Bid/Proposal Acceptance Period

Any bid/proposal resulting from this solicitation shall be valid for 120 days. At the end of the 120 days the bid/proposal may be withdrawn at the written request of the bidder/offeror. If the bid or proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

13.3 Termination of Contract

The Purchasing Director reserves the right to terminate the contract in whole or in part for the convenience of the County, including but not limited to, the right to terminate the design criteria, preliminary design, construction documentation, bidding, contract award, inspection, and contract administration phases.

Termination for the convenience of the County shall require no breach of contract by the consultant as a condition, and may be done at the sole unconditioned discretion of the Purchasing Director. Upon notice that all or part of the contract has been terminated for the convenience of the County, the consultant shall immediately cease all work on any portions of the contract terminated. All work product generated by the consultant shall be delivered to the Purchasing Director upon request, whether completed or uncompleted and shall be the property of the Purchasing Director to use as he may deem fit. If the contract is terminated for the convenience of the County, the consultant shall be paid for work done to the date of the termination, but shall not be entitled to any payment for the terminated portions, including lost profits.



13.4 Identification of Bid/Proposal Envelope

If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:	_____	_____
	Name of Bidder/Offeror	Due Date
	_____	_____
	Street or Box Number	Time
	_____	_____
	City, State, Zip Code	IFB No./RFP No.
	_____	_____
	Name of Contract/Purchase Officer or Buyer	IFB/RFP Title

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid/proposal not contained in the special envelope is mailed, the bidder/offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

13.4 Indemnification

Contractor agrees to indemnify, defend and hold harmless the County, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using department or to failure of the using department to use the materials, goods, or equipment in the manner already and permanently described by the

contractor on the materials, goods, or equipment delivered.

13.6 Insurance

By signing and submitting a bid or proposal under the solicitation, the bidder/offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract the County reserves the right to require the contractor to furnish certificates of insurance for the coverages required by the County as indicated.

Insurance Coverages Required:

Worker's Compensation -- Standard Virginia Worker's Compensation Policy.

Broad Form Comprehensive General Liability -- \$500,000 Combined Single Limit, with the County named as additional insured. When maintenance is being contracted for automobiles, or unlicensed motor vehicles, a Garagekeeper's Legal Liability policy and Garage Liability policy will be in effect. The coverage shall include:

Premises - Operations; Products/Completed Operations: Contractual, Independent Contractors; Owners and Contractor's Protective; Personal Injury (Libel, Slander, Defamation of Character, etc.);

Automobile Liability -- \$500,000 Combined Single Limit

13.7 Prime Contractor Responsibilities

The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime

contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

13.8 Subcontracts

No portion of the work shall be subcontracted without prior written consent of the purchasing department. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing department the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

13.9 Ownership of Materials

Ownership of all data, materials and documents originated and prepared pursuant to this Request for Proposals shall belong exclusively to Gloucester County, Virginia and is subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Act; however, the offeror must invoke protection under this section prior to or on submission of the data or other materials, and must narrowly specify and identify the data or other materials to be protected and state the reasons why such protection is necessary.

13.10 Fee Basis

All proposals shall include a "Fixed Fee" for all services/goods provided (Turnkey Price), as minimally described in the Request for Proposals. A "Final Fee" will be negotiated prior to award of contract.

13.11 Contractual Disputes

In accordance with Section 11-69 of the Code of Virginia, claims arising out of this contract, whether for money or other relief, may be submitted to the County of Gloucester by

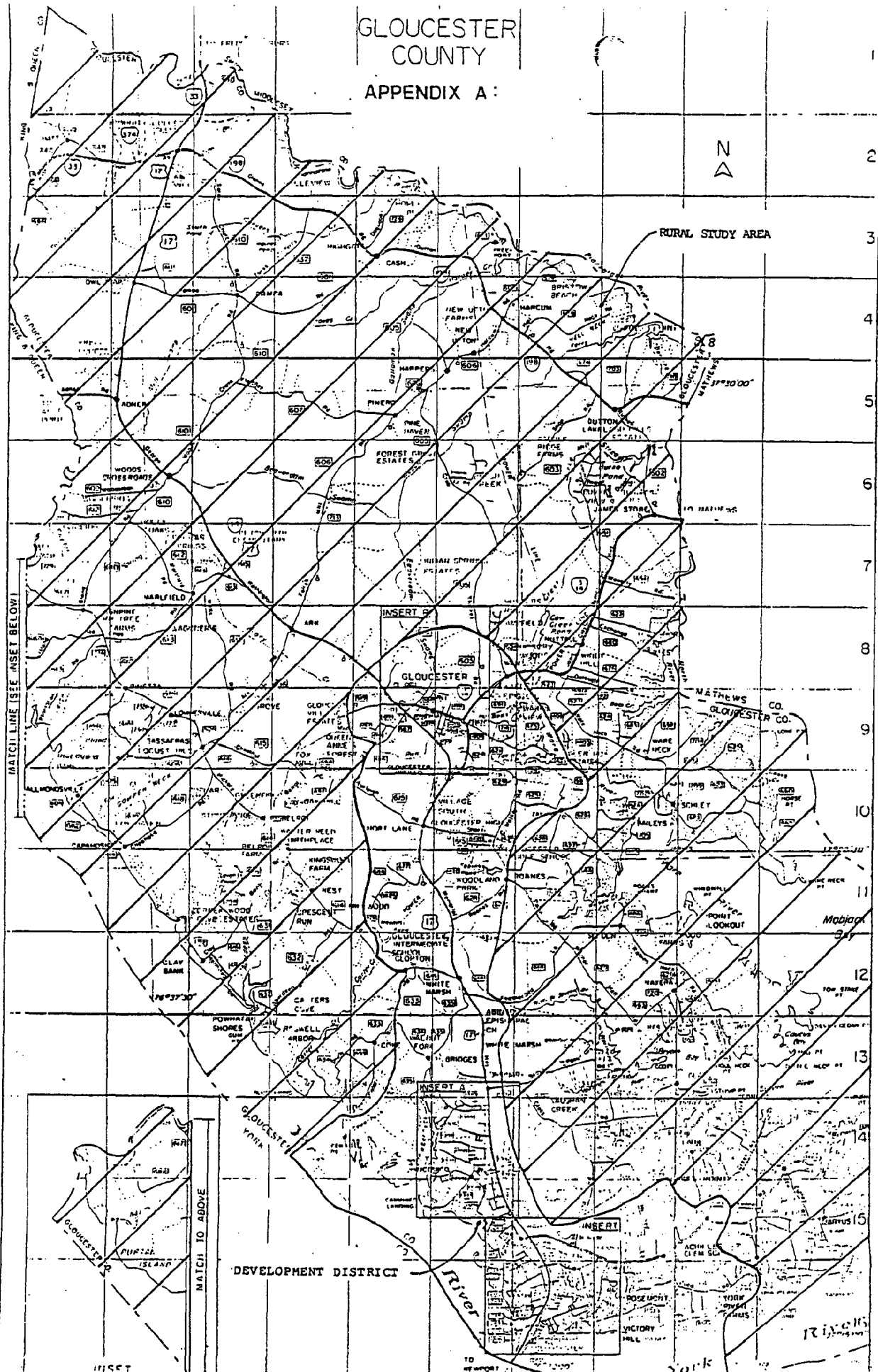
submitting the claim in writing, with all necessary data and information to substantiate the claim attached, to the Purchasing Director on the first page of this solicitation.

13.12 Hold Harmless

Any offeror submitting a proposal agrees that the decisions of Gloucester County are final and shall hold harmless the County, its directors, employees, consultants, and others involved in the design and selection, and the successful offeror of this proposal. The submission of a proposal indicates acceptance of these conditions.

# GLOUCESTER COUNTY

## APPENDIX A:



APPENDIX B  
BIDDER QUESTIONNAIRE

To Be Completed By The Bidder/Offeror  
( 2 Pages )

Submitted by \_\_\_\_\_  
(Name of Bidder/Proposer) [ ] An Individual  
[ ] A Partnership  
[ ] A Corporation

Principal Office Address: \_\_\_\_\_

\_\_\_\_\_

The undersigned guarantees the truth and accuracy of all statements and all answers to questions hereinafter made.

1. Qualification Of Bidder/Proposer: The Bidder must have the capacity in all respects to fully satisfy all of the contractual requirements. Failure to provide the below information will be just cause for rejection of the bid/proposal.

2. Years In Business: Indicate the length of time you have been in business providing this type of service:  
\_\_\_\_\_ years \_\_\_\_\_ months

3. Location Of Business: Give complete address, description of property, and special features.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Give information which will indicate the size and capacity of your organization, including number of employees, etc., which are available for utilization on this contract:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. List below the requested information concerning contracts your organization has in progress for the type of work required.

Contract Title	Contract Amount	Per Cent Completed Date	Scheduled Beginning & Ending Date	Name & Address of Owner
----------------	-----------------	-------------------------	-----------------------------------	-------------------------

---



---



---



---

6. List below the requested information concerning contracts your organization has completed in the last ten years for this type of work.

Contract Title	Contract Amount	Beginning and Ending Date	Name and Address of Owner
----------------	-----------------	---------------------------	---------------------------

---



---



---

Name of Offeror: \_\_\_\_\_

Address of Offeror: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_  
(Signature in Ink)

\_\_\_\_\_  
(Printed Signature) (Title)

Date: \_\_\_\_\_

APPENDIX C

COUNTY OF GLOUCESTER  
CENTRAL PURCHASING  
VENDOR'S MINORITY RESPONSE FORM

Definition of Minority Business

The following definition of "Minority Business" may be found in Title 2.1, Chapter 7.5, Code of Virginia.

"'A Minority Business' is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar causes. Such persons include, but are not limited to Blacks, Puerto Ricans, Spanish-speaking Americans, American Indians, Eskimos, and Aleuts."

As defined by the Virginia Department of Minority Business Enterprises:

"The term 'Minority Business Enterprise' means a business at least 50 per centum of which is owned by minority group members or, in case of a publicly owned business, at least 51 per centum of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to, Blacks, Spanish-speaking, Oriental, Indians, Eskimos, and Aleuts."

-----  
Please indicate below if you are a minority vendor. This form may be submitted with your bid/proposal or sent separately. Failure to complete this form will not result in your disqualification. This information is sought for statistical purposes only and will not be a factor used to make an award.

Minority Vendor?            Yes \_\_\_\_\_            No \_\_\_\_\_  
IF YES, PLEASE PROVIDE THE FOLLOWING INFORMATION:

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Firm's Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Federal Identification Number (FIN) \_\_\_\_\_  
Brief List of Goods/Services Provided \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**APPENDIX C**

**SCOPE OF WORK**

*Part C*  
*Phase II Work Scope*

---

The initial tasks in Phase II, like those of Phase I, also seek to gain a fuller understanding of current and projected trends in the rural area of the County through a review of background material, interviews with key actors and specific data analysis. Since the rural area is so much larger than the Development District, and detailed planning is not the goal of this phase, map analysis and data gathering will be at a more general level than in Phase I.

*Task 1 Review Existing Background Material*

General socio-economic and demographic trends for the County as a whole were reviewed in Phase I, Subtask 1.1. In addition, an overview of relevant trends in the agricultural economy were also included in this earlier task. However, we will take a somewhat more detailed look at these trends in this task. Items for review include:

- Relevant census data on the rural population including changes in total population, age, occupation, income, housing value, level of education, labor force characteristics, etc.
- Analysis of changes in key sectors of the agricultural economy from the Census of Agriculture between 1982 and 1987. Issues for analysis will include change in size of farms, nature and value of farm products, owner/renter patterns, and so forth. This census-based analysis will also include a review of Gloucester's relationship to the regional agricultural economy and key linkages to it. It is important to understand the "critical mass" of the agricultural economy in the Middle Peninsula since the conversion of agricultural land to rural residential land will inevitably erode this regional critical mass. Strategies for clustering and conservation of farmland (as opposed as to "open space") will be better directed if the dynamics of the agricultural economy are understood.
- Review of published material on the agricultural economy of the Middle Peninsula from sources at Virginia Tech, the College of William and Mary, and VCU.
- The effects of the use value taxation program for parcels in Agricultural and Forestal Districts.

- Groundwater Management Area requirements (in the event that Gloucester County is so designated).
- Review of current standards in the County for on-lot septic systems and wells as well as policies towards package treatment plants, community water systems, shared or community septic systems and land application.
- Other resources identified by the County or that appear relevant in the course of reviewing the above material.

### **Subtask 1.2 Interview Key Actors**

This subtask occurs concurrently with the above task. It will provide us with a direct feel for trends and realities in the rural portion of the County. We will be guided by the Community Development Department as to key interviewees. We envisage interviewing approximately 5-7 individuals. A preliminary list includes the following:

- Farm Bureau representatives
- Key farmers (2-3 individuals including timbering operators)
- Realtors or developers in the rural area
- Soil Conservation Service staff active in the County

## **Task 2 Create Base Maps**

As with Phase I, we are assuming conventional techniques for base mapping. However, in the rural area in particular, satellite-based images could be used since the level of detail required for analysis is gross and since Landsat mapping will suffice. Satellite images could also be readily analyzed to distinguish various crop types, differentiate between vegetative cover, identify wetland areas, and other analytical exercises. In the kickoff meeting with the County, the team will be ready to discuss the GIS option for land use mapping in both Phases I and II.

### **Subtask 2.1 Create Rural Area Base Map**

It is envisaged that this base map will be at 1"=2,000' scale, the same as the existing Comprehensive Plan map. Information to be shown as overlays on the base map includes the following:

- USCS Topo at 20' intervals and slope map analysis already conducted by the County.

- Mapping of soils by farming suitability as produced by various State or Federal agencies.
- Mapping of agricultural and silvicultural activity in the County. This overlay will indicate the location, extent and use of key farm parcels (owned and rented). This information will be gathered through interviews with the agricultural community and other knowledgeable sources.
- Environmental features to include vegetative cover, streams, wetlands, wildlife habitat, location of any rare and endangered species, soils particularly vulnerable to high rates of erosion, etc. This information will be a separate overlay on the base map.
- The tax maps of Gloucester County will be reviewed to identify several typical situations of land ownership around one or two selected rural centers proposed in the Comprehensive Plan, and typical areas in each of the various districts defined in the Plan, namely the Suburban Countryside District, the Rural Countryside District and the Bayside Development District. The purpose of examining the tax maps and creating these small vignettes is to identify typical land ownership patterns as a basis for proposing cluster incentives or other options for zoning in the rural area. Testing of these options and illustrative plans will be prepared using these vignette areas which show a range of parcel ownership patterns, farming and open space conditions, etc.
- Important scenic roads and viewsheds in the rural area.
- Other unique features such as high points, special environmental areas, important mineral resources, etc.
- The boundaries of the Comprehensive Plan's various districts will also be identified as an overlay on the base map.
- We are assuming that a soils suitability mapping for septic systems has already been conducted and can be used in this exercise.
- Mapping of water yield areas in the County based on well yield data, aquifer information, geological studies, and other sources.
- The location of existing residential development, recorded but unbuilt lots and subdivisions in process that have been approved but not yet recorded. This information will be gathered from the

Department of Community Development who will assist with this task.

### **Task 3 Synthesize Rural Area Conditions to Prioritize Conservation Areas**

The consultant team will synthesize several of the above maps so as to produce a composite ranking of areas for conservation. The team will document and present its ranking system to the County and Citizens' Advisory Group. The outcome of this task will help structure a zoning approach for the rural areas of the County.

### **Task 4 Develop Zoning Approach**

#### **Subtask 4.1 Develop Zoning Concepts for the Rural Areas**

Within the general framework of the adopted Comprehensive Plan, the team will use the results of the previous task as one important ingredient in proposing various zoning concepts for the rural area. The range of concepts to be developed will include:

- Simple cluster options for development in the various districts of the rural area. These will specify densities, lot sizes, arrangements and standards for septic and well systems, and techniques for the protection of open space remaining after clustering. The above cluster concepts will be presented as a baseline mandatory approach for future development in the rural areas.
- Cluster concepts which are not mandatory, but optional. These options would be differentiated from standard large lot concepts by moderate density incentives.
- Clustering with a "Density Exchange Option". This approach would apply in particular to the rural areas of one unit per five acres where protection of the agricultural industry was a goal. The concept would create large blocks of contiguous prime farmland by allowing the transfer of density within the rural area to other rural areas, which for a range of reasons could not support large-scale agricultural activity. While the legal basis for such an approach, which is similar to the Transfer of Development Rights concept, may not yet exist in Virginia, it is nevertheless an option worth exploring since such legislation may well occur in the future.

- Testing for a rural-to-urban Transfer of Development Rights concept. In this approach, development rights are sold by rural landowners to urban land owners and the two goals of preserving rural character and encouraging denser development within the Development District can be accomplished. The practical implementation of this approach is complex, however, and depends on there being a market for these development rights for both the seller and the buyer. Nevertheless, it may have some appeal and the team proposes to do some quick-cut tests of its feasibility.
- Zoning for the Rural Centers. An approach to these centers could be part of the Density Exchange Options in the rural area, in which density can be shifted from farmland into rural centers. However, this concept is difficult to implement. Alternatively, standards and guidelines for traditional hamlet development patterns will be proposed for rural centers as described in the 1992 Comprehensive Plan. Traditional patterns of such development in the Middle Peninsula will be used as a model for this zoning concept. The potential for mixed use zones, relevant special exceptions, home occupations, etc., will be considered when developing this concept. Sketches to illustrate it will be produced.

The above various concepts and/or others will be presented in summary written and graphic form for the Citizens' Advisory Committee and the County's response. A slide show to illustrate these concepts and to educate the public will be produced by the consultant as part of this task.

#### **Subtask 4.2 Select Appropriate Zoning Approach**

The County, Citizens' Advisory Group and Planning Commission will participate in this task. A briefing for the County Board of Supervisors will also be held at this point to solicit their response and input. The outcome of this task will be relative consensus around a zoning approach that is acceptable and meets the goals of the Comprehensive Plan.

#### **Subtask 4.3 Assess Traffic Implication of Rural Zoning Approach**

KELLERCO will project any modifications to traffic assumptions from Phase I for the rural area in this task; they will evaluate their impacts and make recommendations accordingly. More broadly, KELLERCO will assess rural area travel patterns within the County and its connections to the region, and

will make recommendations on improvements and priorities as part of a rural plan amendment.

### **Task 5 Draft Language for the Rural Area Zoning Ordinance**

The team will produce a first draft of the zoning districts and other relevant portions of the Zoning Ordinance to implement the preferred zoning concept from the previous task. The draft zoning language will be clear and straightforward, and will be illustrated with sketches as necessary.

The Zoning Ordinance will take into account provisions for uses as of right, as well as special exceptions in the various rural districts. Housing mix and mobile home development standards will be reviewed. The selection of special exceptions in the various zoning categories will be based on the team's understanding of the current ordinance's provisions, current trends in the rural area of the County, and the goals of the County for the rural area.

Methods for preserving the remainder open space will be prepared. These may include notes on record plats to identify open spaces as unbuildable and other techniques to address different ownerships of the remainder open space. For example, if a Homeowners' Association is responsible for the space, or if it is held in separate ownership for agriculture, appropriate methods for safeguarding these lands against their future development will be provided, such as three-way covenants which include the County.

### **Task 6 Develop Guidelines to Preserve Rural Character**

Either as part of the Zoning Ordinance or in the Subdivision Regulations or in both, guidelines that address the design of development in rural areas will be provided. These will address items such as the location of development on soils of different types, forest preservation, development on steep slopes, tree buffers from the road, scenic views, the creation of hamlet and village character, and so forth.

### **Task 7 Amend Comprehensive Plan, as Necessary**

If the foregoing tasks have generated amendments to the Comprehensive Plan for the rural area, these will be drafted for adoption in this task. Both this task and the previous task will include meetings with the County and Citizens' Advisory Group for education, feedback, alternatives and consensus.

---

## **Task 8 Produce Final Report and Products**

### **Subtask 8.1 Produce Final Draft Report Documents**

The results of the preceding tasks will be packaged so that the County can prepare them for formal review at public hearings and community meetings. The consultant will prepare simplified descriptions and illustrations from the material developed to date as handouts for the public. We recommend that the County do a video of the consultant's presentations of the above groups that can be aired on local cable television so that the public at-large will have an opportunity to understand these proposals.

### **Subtask 8.2 Participate in Worksessions and Revisions to the Draft Products**

The consultant will participate with the Planning Commission and the Board of Supervisors in a worksession on the above products and incorporate revisions as necessary.

### **Subtask 8.3 Produce Final Report**

Consultants will provide the County with a camera-ready copy of the Zoning Ordinance Amendments and Subdivision Regulation Amendments as well as Comprehensive Plan Amendments, if warranted.



**APPENDIX D**

**AGRICULTURAL ASSESSMENT AND  
RURAL DEVELOPMENT MAPS**

---

DRAFT

Agriculture & Silviculture  
in  
Gloucester County

Submitted by:

LDR International, Inc.  
9175 Guilford Road  
Columbia, Maryland 21046

April 6, 1994

---

## *Table of Contents*

---

1.0 How Trends in Agriculture Relate to Zoning Issues	.....
2.0 Approach to This Analysis	.....
3.0 County Farmland, Farms and Farming: Less farmland, fewer farms, higher land values and more idle cropland.	.....
4.0 Trends in Regional Farmland, Farms and Farming: One fourth of the region is farmland, over half of the farms grow field crops and over half of the farms are less than 100 acres.	.....
5.0 Trends in Forestry: Still two-thirds of the County and stable.	.....
6.0 The County Farm Operator: Fewer farms, more rental farmland and tenant farms, family farms still dominate.	.....
7.0 Farm Operators in the Region: Much like Gloucester's.	.....
8.0 Agricultural Products in the County: Corn, soybeans, chicken & hogs are down; vegetables, nursery products, livestock are up.	.....
9.0 Agricultural Products in the Region: Corn and soybeans dominate crops, hogs and pigs dominate livestock; Gloucester excels in orchards and horses; region-wide, farms suffer losses.	.....

## *List of Tables*

---

Table I	Farm Characteristics - Gloucester County, Virginia
Table II	Number of Farms by Size - Gloucester County, Virginia
Table III	Change in Regional Farmland Values, 1982-1987
Table IV	Number of Farms by Type - Gloucester County, Virginia
Table V	Regional Farm Characteristics - 1987
Table VI	Number of Farms by Size - 1987
Table VII	Number of Farms by Type - 1987
Table VIII	Gloucester County Forestry Industry - 1991
Table IX	Gloucester County Forestry Industry - 1992 Value
Table X	Agricultural Operator Characteristics - Gloucester County, Virginia
Table XI	Regional Agricultural Operator Characteristics
Table XII	Crop Acreage and Quantity - Gloucester, Virginia
Table XIII	Sales by Commodity (\$1000 - 1987 Dollars) - Gloucester County, Virginia
Table XIV	Number of Livestock - Gloucester County, Virginia
Table XV	Crop Acreage - 1987
Table XVI	Number of Livestock - 1987
Table XVII	Farms by Value of Sales - 1987

Note: The Source of the above Tables is the US Census of Agriculture, unless otherwise noted.

## Agriculture and Silviculture in Gloucester County

### 1.0 How Trends in Agriculture Relate to Zoning Issues

This memorandum is part of a work effort to determine an appropriate new zoning pattern and ordinance for the rural areas of Gloucester County. The Adopted Comprehensive Plan calls for 1½ acre lots (which is also the current zoning allowance) along the western and eastern edges of the North County and for five acre lots in the Central North Area. The Plan also urges a cluster approach to zoning, in which density or unit yield is calibrated at, say, five acres per unit but lot size is held to 1½ acres, thus leaving three-quarters or more of the land undeveloped.

The cluster approach and a five acre density presupposes the value of maintaining agriculture or silviculture or at least of preserving "rural character".

Since the zoning approach will affect the way in which land owners can farm, conserve or develop their land, it is vital to understand the status and importance of agriculture and silviculture in Gloucester County. Its trends and dynamics are the context against which land use regulations must be developed and evaluated. Establishing that context is the purpose of this background paper.

### 2.0 Approach to This Analysis

A proper understanding of the trends in Gloucester County's agriculture requires a broader examination of the agricultural industry throughout the region. Gloucester's agricultural industry is part of a network of farms and related service infrastructure which includes King and Queen, Mathews, and Middlesex Counties. Therefore, this discussion references both Gloucester County and its region.

### 3.0 County Farmland, Farms and Farming: Less farmland, fewer farms, higher land values and more idle cropland.

Farmland occupies less than one-fifth of Gloucester County. The Census of Agriculture reports that in 1987, 25,831 acres of Gloucester County was farmland, or 18% of the total county area. This represents a 21% reduction in county farmland or a loss of 7,064 farmland acres since the census count in 1982. (See Table I). Map 1 depicts the location of farmland which is over 25 acres in area. These larger farm areas amount to about [REDACTED] acres or [REDACTED]% of all farmland. The distribution of farmland appears as a scatter-shot pattern across the County. About [REDACTED] acres ([REDACTED]%) is found above Gloucester

Courthouse and \_\_\_\_\_ acres (\_\_\_\_\_% ) is south of the Courthouse. Farmland in Gloucester County is generally not concentrated in large contiguous blocks of several hundred acres, especially in the northern half of the County. In the southern half, a few areas of contiguous farmland exist which average around \_\_\_\_\_ acres. Most of the southern acreage is farmed by only three farmers.

This five-year period for 1982 to 1987 also saw a 20% decline in the number of farms<sup>1</sup> from 162 to 130. Over that time, the average size of Gloucester's farms decreased marginally (2%) from 203 acres to 199 acres. The most significant acreage reduction occurred in large farms above 500 acres. (See Table II.) The Agricultural Extension Agent for Gloucester County, Gene Daniels, believes that this loss of farmland during the Eighties has tapered off with the recession of the past five years. He also asserts that the farmland lost in the Eighties was of marginal quality and that its sale allowed farmers the necessary cash flow to invest in equipment and improve their operations.

While the size and number of farms in Gloucester County decreased between 1982 and 1987, the average market value<sup>2</sup>, in constant dollars, of land and buildings per farm and per acre has increased by 18% and 7% respectively.

Cropland, pasture, and farm woodland have all decreased significantly since 1982 by 13%, 47%, and 42% respectively. While the total percentage of cropland has decreased by 13%, the percentage of cropland harvested has decreased even more (26% or 5,134 acres) and the amount of pasture has more than doubled, increasing by 558 acres. Most likely, some of this formerly harvested land became pasture. This may be an indicator of the County's growing horse industry. Also significant is the fact that the percentage of idle cropland has tripled over the last five years, from 235 acres to 732 acres. Leaving cropland idle is often a precursor to residential development.

Table IV illustrates the number of farms in Gloucester County by type. It is noteworthy that there has been a reduction in every farm type except sheep/lambs (+33%) and horses/ponies (+21%). There have been significant reductions in the number of wheat farms (-62%) and hog/pigs (-50%).

---

<sup>1</sup> The Census defines a farm as "any place from which \$1,000 or more of agricultural products were produced and sold or normally would have been sold during the census year."

<sup>2</sup> According to the Census, "market value refers to the value the land and buildings would sell for under current market conditions."

**4.0 Trends in Regional Farmland, Farms and Farming: One fourth of the region is farmland, over half of the farms grow field crops and over half of the farms are less than 100 acres.**

The Census of Agriculture (see Table V) reports that in 1987, 106,748 acres or 22% of this four-county region consisted of farms. This represents 1.2% of the State's total farm acreage. The proportion of land in farms ranges from a low of 14% in Mathews County to a high of 26% in King and Queen County. Gloucester County ranks third in the region with 18% of its land in agriculture. Statewide, the percentage is 34.1%. The number of farms per county range from a low of 77 in Mathews County to a high of 157 in King and Queen County. Average farm size ranges from a low of 104 acres in Mathews County to a high of 339 acres in King and Queen County. Gloucester County ranks third in the region with an average farm size of 199 acres. Statewide, the average farm size is 194 acres.

In terms of value for land and buildings, Mathews County has the lowest average value per farm of \$229,428 and Gloucester County has the highest average value per farm of \$460,069, over double that of Mathews County. King and Queen County have the lowest average value per acre of \$923, compared to Mathews County with the highest average value per acre of \$2,210 acres. Gloucester County follows close behind Mathews County with an average value per acre of \$2,198.

The average farm size in the region was 220 acres. Table VI details the number of farms by size. Over 50% of the region's farms are less than 100 acres in size. Gloucester County has 50% (17) of the region's farms less than 10 acres in size and King and Queen County have 100% (6) of the farms 2,000 acres or more. In terms of farm type (see Table VII), the majority (65%) of farms grow field crops. Gloucester County has 56% (9) of the nursery/greenhouse/sod farms and 46% (35) of the horse/pony farms.

This proliferation of farmettes and the emphasis on nursery stock and horses are all indicative of a transition in farming to serve the suburbanizing market.

**5.0 Trends in Forestry: Still two-thirds of the County and stable.**

While the census does not provide data on forestry, it is nevertheless important to dwell on forestry because it occupies so much of Gloucester County. According to the U.S. Department of Forestry, in 1991, 94,613 acres of Gloucester County was forestland, or 66% of the total county area (see Table VIII). In 1992, the forestry industry had sales valued at \$1,507,975. While this represents a slight decline (7.5%) of \$122,025 from 1987, it is a significant increase over 1983 values (see Tables VIII and IX).

There are no old growth forests in Gloucester, most of the County's forests having been cleared at least four times for farming over the past 200 years. Though there is an abundance of prime farming soils in the County (see Map II), farmland never became sufficiently valuable in Gloucester in recent decades to warrant clear cutting. There are farmers who believe that future agriculture will continue on current farmland and that no new farmland will be created because of the prohibitive costs and time required to clear forests and prepare land for agriculture.

The County's good soils support a variety of evergreen, mixed and hardwood forests. Since 1983, the proportion of hardwood stumpage value has increased markedly from 13% to 31% of the total stumpage value (see Table IX). Several major industries harvest timber for paper construction in the County. The Chesapeake Corporation, for example, owns about 5,600 acres of woodlands over which they harvest selectively if timber prices are high. If timber prices are low, they harvest timber offsite from local land holders. About 300 acres of their holdings are slated for development by the subsidiary company, Delmarva.

The ecological benefits of the County's forestlands in terms of water quality and wildlife habitat are self-evident; they also support a very important recreational activity of Southern Virginia - that of hunting.

#### **6.0 The County Farm Operator: Fewer farms, more rental farmland and tenant farms, family farms still dominate.**

Table X illustrates Gloucester's agricultural operator<sup>3</sup> characteristics. There were 130 agricultural operators in 1987, down 20% from 1982. The percentage of full owners (operators that own all the land they farm) has decreased by 37%. In 1982, over half (56%) of all operators were full owners; whereas in 1987 less than half (44%) of all operators were full owners. This group of full owners represents 4,937 acres or 19% of Gloucester's farmland.

On the other hand, the percentage of tenant farmers (farmers who operate only land they rent from others) increased by 71%. In 1982 tenant farmers comprised 4% of the agricultural operators and by 1987 tenant farmers comprised 9% of the agricultural operators. This group represents 2,732 acres or 11% of Gloucester's farmland.

Part owners (farmers who operate land they own and also land they rent) has decreased by 6%. In 1982 part owners comprised 40% of the operators and

---

<sup>3</sup> For census purposes, the number of operators is the same as the number of farms.





Scale  
1:50,000  
1:100,000  
1:200,000  
1:500,000  
1:1,000,000

PROJEKTION: UTM  
ZONENUMMER: 18Q  
KARTENBLATT: 18Q/1

in 1987 they comprised 47% of the operators. These owners represent 70% of Gloucester's farmland, with 47% being owned and 53% rented.

Of the 130 farms, the majority (86%) of them were owned by individuals or families and 8% were owned by family corporations. Five percent (5%) were owned by partnerships.

The number of farmers indicating that agriculture is their main occupation has decreased from 80 (49%) in 1982 to 58 (45%) in 1987. The Agricultural Extension Agent estimates that today there are only about 30 large scale, full time farmers active in the County. The average age of the operator has increased, slightly, from 53.3 years in 1982 to 53.6 years in 1987. This small upward movement in average age is consistent with surrounding counties and State trends.

#### **7.0 Farm Operators in the Region: Much like Gloucester's.**

The above characteristics for Gloucester are similar to those of the region. Table XI illustrates regional agricultural operator characteristics. There were 447 farm operators in the region in 1987. Eighty-eight percent (88%) of the farms were owned by individuals or families. Forty-six percent (46%) of the farmers owned all the land they farmed in 1987. Another 46% of the farmers both owned and rented the land they farmed. Eight percent of the farmers rented all of the land they farmed. When the four counties are compared on an individual basis, Mathews County shows the highest percentage (55%) of farmers who own all the land they farm and Middlesex County has the highest number of tenant farmers (12%). A review of the principal occupations of the region's farm operators shows that 46% of the farmers are full-time and 54% of the farmers are part-time farmers.

#### **8.0 Agricultural Products in the County: Corn, soybeans, chicken & hogs are down; vegetables, nursery products, livestock are up.**

The chief crops grown in Gloucester County include corn and soybean (see Table XII). Together they account for 85% of the County's crop acreage (Table XV). The amount of acreage harvested decreased by nearly 30% for both crops between 1982 and 1987. Sales for both these commodities have similarly declined by at least 55% (see Table XIII). The one crop which has had an increase in acreage harvested is vegetables, increasing from 19 acres to 42 acres. This increase in vegetable farming is a possible indicator of increasing urbanization and the crops being oriented to these consumers. As mentioned earlier, another indicator of urbanization in Gloucester County is the increase in the nursery/greenhouse/sod industry. Over the five year period, sales increased by 40% in constant 1987 dollars, from \$691,000 to \$965,000. (In

order to avoid disclosing data on individual farms, the Census does not indicate sales from vegetable farms or acreage for nursery/greenhouse/sod farms.)

In general, according to the Extension Agent, there are three kinds of farming in Gloucester County: large scale operations of about 800 acres, farmed by a core of approximately 30 farmers which accounts for 90% of farmland use; "sustainable" agriculture on much smaller acreages, which include organically grown crops and others grown under special conditions; and finally, "alternative" farming which includes vegetables, exotics and backyard "Mom & Pop" farmettes.

Livestock inventories and sales increased between 1982 and 1987, with the exception of poultry (see Table XIV). The number of chickens three months and older has decreased dramatically, from 2,661 chickens to 303 chickens. The reason for the significant reduction in the number of chickens, according to the Extension Agent, is that the large feed mills moved to the eastern shore where there were more producers. Since feed and buildings are the two biggest overhead costs associated with chickens and the cost to grow and to grind the chicken feed is prohibitive for individual farmers, chicken production simply stopped. As mentioned earlier, there has been a 50% reduction in the number of hog/pig farms. The dynamic explaining these trends is, in part, a transition in County farming over the past decade from labor-intensive activities like hogs and livestock to capital-intensive farming which seeks to maximize the efficiency of expensive equipment over large acreages. The number of horses/ponies has nearly doubled from 134 horses to 260 horses. The horse industry shows an increase in sales of 18% from \$33,000 in 1982 to \$39,000 in 1987. This increase in the horse industry is another indicator of Gloucester's increasing urbanization.

**9.0 Agricultural Products in the Region: Corn and soybeans dominate crops, hogs and pigs dominate livestock; Gloucester excels in orchards and horses; region-wide, farms suffer losses.**

Over 95% of the region's farmland is devoted to field crops with nearly half of the acreage in soybean; hogs/pigs dominate over half of the region's livestock, with cattle/calves and horses/ponies constituting the other half. (See Table XV.)

King and Queen County harvests over half of the region's grain and soybeans (see Table XV). Middlesex County harvests 60% of the region's vegetables. Gloucester County constitutes nearly half of the region's orchards. In terms of livestock (see Table XVI), Gloucester County produces 62% of the region's horses/ponies; King and Queen County produce 64% of the region's hogs/pigs.

In terms of total sales in 1987, King and Queen County has the highest at \$5,389,000 (see Table XVII). Middlesex County has the highest in total average sales per farm at \$39,776. From the stand point of gains and losses, 36% of the region's farms had gains and 64% of the farms had losses in 1987. Statewide, 54% of the farms had gains and 46% of the farms had losses.

Table I. Farm Characteristics – Gloucester County, Virginia

	1982	1987	% Change
Land Area (Acres)	144121	144121	0%
Land in Farms (Acres)	32895	25831	-21%
Proportion in Farms	22.8%	17.9%	-21%
Number of Farms	162	130	-20%
Average Size of Farms (Acres)	203	199	-2%
Value of Land/Buildings			
Average per Farm (1987 Dollars)	388848	460069	18%
Average per Acre (1987 Dollars)	2050	2198	7%
Cropland (Acres)			
Harvested	20125	14991	-26%
Pasture/Grazing	511	1069	109%
Other	346	2255	552%
Not Harvested, Not Pastured	235	732	211%
Pasture (Acres)			
Cropland only for Pasture	511	1069	109%
Woodland Pasture	2042	276	-86%
Other Pasture	510	275	-46%
Total Woodland (Acres)	9512	5546	-42%

Table II. Number of Farms by Size – Gloucester County, Virginia

	1982	1987	% Change
Number of Farms	162	130	-20%
Less than 10 acres	17	17	0%
10–49 acres	57	44	-23%
50–69 acres	8	9	13%
70–99 acres	9	9	0%
100–139 acres	11	6	-45%
140–179 acres	8	6	-25%
180–219 acres	6	4	-33%
220–259 acres	7	6	-14%
260–499 acres	16	14	-13%
500–999 acres	16	9	-44%
1000–1999 acres	7	6	-14%
2000 acres or more	–	–	

Table III. Regional Farmland Values

	King/Queen	Mathews	Middlesex	Gloucester
Av. per Farm				+18%
Av. per Acre				+7%

Table IV. Number of Farms by Type – Gloucester County, Virginia

	1982	1987	% Change
Field Crops			
Corn for Grain	82	48	-41%
Wheat for Grain	34	13	-62%
Barley for Grain	25	14	-44%
Soybeans for Beans	93	63	-32%
Hay	53	35	-34%
Vegetables	6	4	-33%
Orchards	11	8	-27%
Berries	(NA)	4	
Nursery, Greenhouse, Sod	11	9	-18%
Cattle and Calves	42	35	-17%
Hogs and Pigs	30	15	-50%
Sheep and Lambs	3	4	33%
Horse and Ponies	29	35	21%
Poultry	18	11	-39%

- Represents zero

(D) Withheld to avoid disclosing data for individual farms.

(NA) Not Available

(x) Not applicable

Table V. Regional Farm Characteristics - 1987

	Gloucester	% of Region	Queen	% of Region	Mathews	% of Region	Middlesex	% of Region	TOTAL
Land Area (Acres)	144121	29%	202982	42%	55776	11%	85728	18%	488607
Land in Farms (Acres)	25831	24%	53266	50%	7992	7%	19659	18%	106748
Percent in farms	17.9%		26.2%		14.3%		22.9%		22.0%
Number of Farms	130	29%	157	35%	77	17%	83	19%	447
Average Size of Farms (Acres)	199		339		104		237		220
Value of Land/Buildings									
Average per Farm (1987 Dollars)	460069		289471		229429		377037		
Average per Acre (1987 Dollars)	2198		923		2210		1552		
Cropland (Acres)	18315	24%	37863	50%	5801	8%	14024	18%	76003
Harvested	14991	25%	30147	49%	4372	7%	11487	19%	60997
Pasture/Grazing	1069	43%	1148	46%	294	12%	(D)	0%	2511
Other	2255	23%	6568	66%	1135	11%	(D)	0%	9958
Not Harvested, Not Pastured	732	40%	298	16%	131	7%	666	36%	1827
Pasture (Acres)	1620	31%	2441	47%	1083	21%	(D)	0%	5144
Cropland only for Pasture	1069	43%	1148	46%	294	12%	(D)	0%	2511
Woodland Pasture	276	17%	1083	66%	270	17%	(D)	0%	1629
Other Pasture	275	27%	210	21%	519	52%	(D)	0%	1004
Total Woodland (Acres)	5546	22%	13704	54%	1440	6%	4813	19%	25503

- Represents Zero

(D) Withheld to avoid disclosing data for individual farms.

(NA) Not available

(x) Not applicable

Table VI. Number of Farms by Size - 1987

	% of		% of		% of		% of		TOTAL	% of Total
	Gloucester	Region	King/Queen	Region	Mathews	Region	Middlesex	Region		
Less than 10 acres	17	50%	11	32%	2	6%	4	12%	34	8%
10-49 acres	44	31%	29	21%	42	30%	25	18%	140	31%
50-69 acres	9	35%	7	27%	6	23%	4	15%	26	6%
70-99 acres	9	21%	19	45%	6	14%	8	19%	42	9%
100-139 acres	6	21%	16	55%	4	14%	3	10%	29	6%
140-179 acres	6	23%	14	54%	2	8%	4	15%	26	6%
180-219 acres	4	17%	7	30%	7	30%	5	22%	23	5%
220-259 acres	6	25%	13	54%	1	4%	4	17%	24	5%
260-499 acres	14	30%	16	35%	2	4%	14	30%	46	10%
500-999 acres	9	27%	11	33%	5	15%	8	24%	33	7%
1000-1999 acres	6	33%	8	44%	-	0%	4	22%	18	4%
2000 acres or more	-	0%	6	100%	-	0%	-	0%	6	1%
									447	100%

Table VII. Number of Farms by Type - 1987

	% of		% of		% of		% of		TOTAL	% of Total
	Gloucester	Region	King/Queen	Region	Mathews	Region	Middlesex	Region		
Field Crops										
Corn for Grain	48	27%	73	41%	24	13%	34	19%	179	16%
Wheat for Grain	13	12%	56	50%	10	9%	32	29%	111	10%
Barley for Grain	14	23%	35	56%	-	0%	13	21%	62	5%
Soybeans for Beans	63	24%	108	42%	34	13%	53	21%	258	23%
Hay	35	28%	34	27%	26	20%	32	25%	127	11%
Vegetables	4	20%	11	55%	-	0%	5	25%	20	2%
Orchards	8	40%	4	20%	4	20%	4	20%	20	2%
Berries	4	50%	-	0%	4	50%	-	0%	8	1%
Nursery, Greenhouse, Sod	9	56%	-	0%	7	44%	-	0%	16	1%
Cattle and Calves	35	28%	48	39%	19	15%	21	17%	123	11%
Hogs and Pigs	15	22%	35	51%	8	12%	10	15%	68	6%
Sheep and Lambs	4	25%	2	13%	10	63%	-	0%	16	1%
Horse and Ponies	35	46%	14	18%	21	28%	6	8%	76	7%
Poultry	11	25%	15	34%	13	30%	5	11%	44	4%
									1128	100%



Table VIII. Gloucester County Forestry Industry—1991

Total County Acreage	144122
Total Forest Land (Acres)	94613
Total Timberland (Acres)	94613
Total Nonforest Land (Acres)	49509

Source: United States Department Of Agriculture, Department of Forestry  
Forest Statistics for the Coastal Plain of Virginia, 1991

Table IX. Gloucester County Forestry Industry—1992 Value

Value in 1992 Dollars	1983	1987	1992
Pine Total Stumpage Value	888833	1095427	1044211
Hardwood Total Stumpage Value	136794	534574	463764
	1025627	1630001	1507975

Source: United States Department Of Agriculture, Department of Forestry  
Forest Statistics for the Coastal Plain of Virginia, 1982—1992

Table X. Agricultural Operator Characteristics - Gloucester County, Virginia

	1982	% Total	1987	% Total	% Change
Full Owners	90	56%	57	44%	-37%
Part Owners	65	40%	61	47%	-6%
Tenants	7	4%	12	9%	71%
Total	162	100%	130	100%	
Agriculture - main occupation	80	49%	58	45%	-28%
Non - agricultural main occupation	82	48%	72	59%	-12%
Total	162	100%	130	100%	
Operator by days of work off farm					
None	66		35		-47%
Any	87		90		3%
Average Age of Operator	53.3		53.6		1%
Average Years on Present Farm	18.3		18.8		3%
Type of Organization		% Total		% Total	
Individual/Family	142	88%	112	86%	-21%
Partnership	11	7%	7	5%	-36%
Corporation - Family	5	3%	10	8%	100%
Corporation - non - family	2	1%	-	0%	
Other (Estate, coop, institutional)	2	1%	1	1%	-50%
Total	162	100%	130	100%	

Table XI. Regional Agricultural Operator Characteristics

	Gloucester County	% King/QueccCounty	% Mathews County	Middlesex County	Total Region
Full Owners	57	44%	45%	35	205
Part Owners	61	47%	48%	38	206
Tenants	12	9%	7%	10	36
Total	130	100%	100%	83	447
Agriculture—main occupation	58	45%	48%	42	207
non—agricultural main occupation	72	55%	52%	41	240
Total	130	100%	100%	83	447
Operator by days of work off farm					
None	35			23	138
Any	90			53	281
Average Age of Operator	53.6			55.6	54
Average Years on Present Farm	18.8			20.3	19
Type of Organization					
Individual/Family	112			65	392
Partnership	7			12	33
Corporation—Family	10			6	19
Corporation—non—family	—			—	1
Other (Estate, coop, institutional)	1			—	2
Total					447

Table XII. Crop Acreage and Quantity - Gloucester County, Virginia

Field Crops	1982		1987		1987		% Change Acres	% Change Qty
	(Ac)	(Qty)	(Ac)	(Qty)	(Qty)	(Qty)		
Corn for Grain (Bu)	7196	760705	4754	316161			-34%	-58%
Wheat for Grain (Bu)	2060	83019	733	38239			-64%	-54%
Barley for Grain (Bu)	1591	93521	688	41449			-57%	-56%
Soybeans for Beans (Bu)	11565	403631	8424	213164			-27%	-47%
Hay (Tons)	948	1600	852	1529			-10%	-4%
Vegetables	19	-	42	-			121%	
Orchards	33	(x)	51	(x)			55%	
Berries	(NA)	(x)	(D)	(x)				
Nursery, Greenhouse, Sod	(D)	-	34	-				

- Represents zero  
(D) Withheld to avoid disclosing data for individual farms.  
(NA) Not Available  
(x) Not applicable

Table XIII. Sales by Commodity (\$1000– 1987 Dollars) – Gloucester County, Virginia

	1982	1982 in 1987 \$\$\$	1987	% Change
Field Crops				
Corn for Grain	1593	1875	527	-72%
Wheat for Grain	217	255	96	-62%
Barley for Grain	(NA)	(NA)	43	
Soybeans for beans	2102	2474	1087	-56%
Hay	54	64	38	-40%
Vegetables	10	12	(D)	
Orchards/ Berries	(D)	(D)	75	
Nursery, Greenhouse, Sod	587	691	965	40%
Cattle and Calves	166	195	103	-47%
Hogs and Pigs	202	238	250	5%
Sheep and Lambs	7	8	(D)	
Horse and Ponies	28	33	39	18%
Poultry	19	22	(D)	

– Represents zero

(D) Withheld to avoid disclosing data for individual farms.

(NA) Not available

(x) Not applicable

Source: U.S. Department of Commerce, Bureau of the Census. 1987 Census of Agriculture AC87–A–46  
 Volume 1, Geographic Area Series Part 46: Virginia, State and County Data.  
 Washington, D.C.: U.S. Government Printing Office, 1987.

Table XIV. Number of Livestock – Gloucester County, Virginia

	1982	1987	% Change
Cattle and Calves	880	1025	16%
Hogs and Pigs	1235	1573	27%
Sheep and Lambs	206	(D)	
Horse and Ponies	134	260	94%
Poultry (Chickens 3 mo. +)	2661	303	-89%

Table XV. Crop Acreage - 1987

Field Crops	Gloucester County % Region %	King/Queen County % Region %	Mathews County % Region %	Middlesex County % Region %	Total Region %									
Corn for Grain	4754	31%	25%	10185	28%	53%	1235	26%	6%	2918	21%	15%	19092	27%
Wheat for Grain	733	5%	8%	4975	14%	55%	547	12%	6%	2853	20%	31%	9108	13%
Barley for Grain	688	4%	15%	2996	8%	67%	-	0%	0%	770	6%	17%	4454	6%
Soybeans for Beans	8424	54%	25%	16612	46%	49%	2508	54%	7%	6282	45%	19%	33826	48%
Hay	852	5%	29%	896	3%	30%	366	8%	12%	847	6%	29%	2961	4%
Vegetables	42	0%	10%	124	0%	30%	-	0%	0%	253	2%	60%	419	1%
Orchards	51	0%	46%	19	0%	17%	(D)	0%	0%	41	0%	37%	111	0%
Berries	(D)	0%	0%	-	0%	0%	17	0%	100%	-	0%	0%	17	0%
Nursery, Greenhouse, Sod	34	0%	100%	-	0%	0%	(D)	0%	0%	-	0%	0%	34	0%
Total	15578	100%	100%	35807	100%	100%	4673	100%	100%	13961	100%	100%	70022	100%

Table XVI. Number of Livestock - 1987

Cattle and Calves	Gloucester County % Region %		King/Queen County % Region %		Mathews County % Region %		Middlesex County % Region %		Total Region %					
	1025	32%	30% <th>950</th> <th>13% <th>28% <th>324</th> <th>39% <th>1089</th> <th>68% <th>3388</th> <th>32% <th>3388</th> <th>26% </th></th></th></th></th></th>	950	13% <th>28% <th>324</th> <th>39% <th>1089</th> <th>68% <th>3388</th> <th>32% <th>3388</th> <th>26% </th></th></th></th></th>	28% <th>324</th> <th>39% <th>1089</th> <th>68% <th>3388</th> <th>32% <th>3388</th> <th>26% </th></th></th></th>	324	39% <th>1089</th> <th>68% <th>3388</th> <th>32% <th>3388</th> <th>26% </th></th></th>	1089	68% <th>3388</th> <th>32% <th>3388</th> <th>26% </th></th>	3388	32% <th>3388</th> <th>26% </th>	3388	26%
Hogs and Pigs	1573	50%	25%	4032	54%	64%	315	38%	424	27%	6341	7%	6341	48%
Sheep and Lambs	(D)	0%	0%	(D)	0%	0%	111	13%	-	0%	111	0%	111	1%
Horse and Ponies	260	8%	62%	52	1%	12%	86	10%	21	1%	419	5%	419	3%
Poultry (Chickens 3 mo. +)	303	10%	11%	2480	33%	87%	(D)	0%	65	4%	2848	2%	2848	22%
	3161	100%	100%	7514	100%	100%	836	100%	1599	100%	13110	100%	13110	100%

- Represents Zero  
 (D) Withheld to avoid disclosing data for individual farms.  
 (NA) Not available  
 (x) Not applicable

Table XVII. Farms by Value of Sales -- 1987

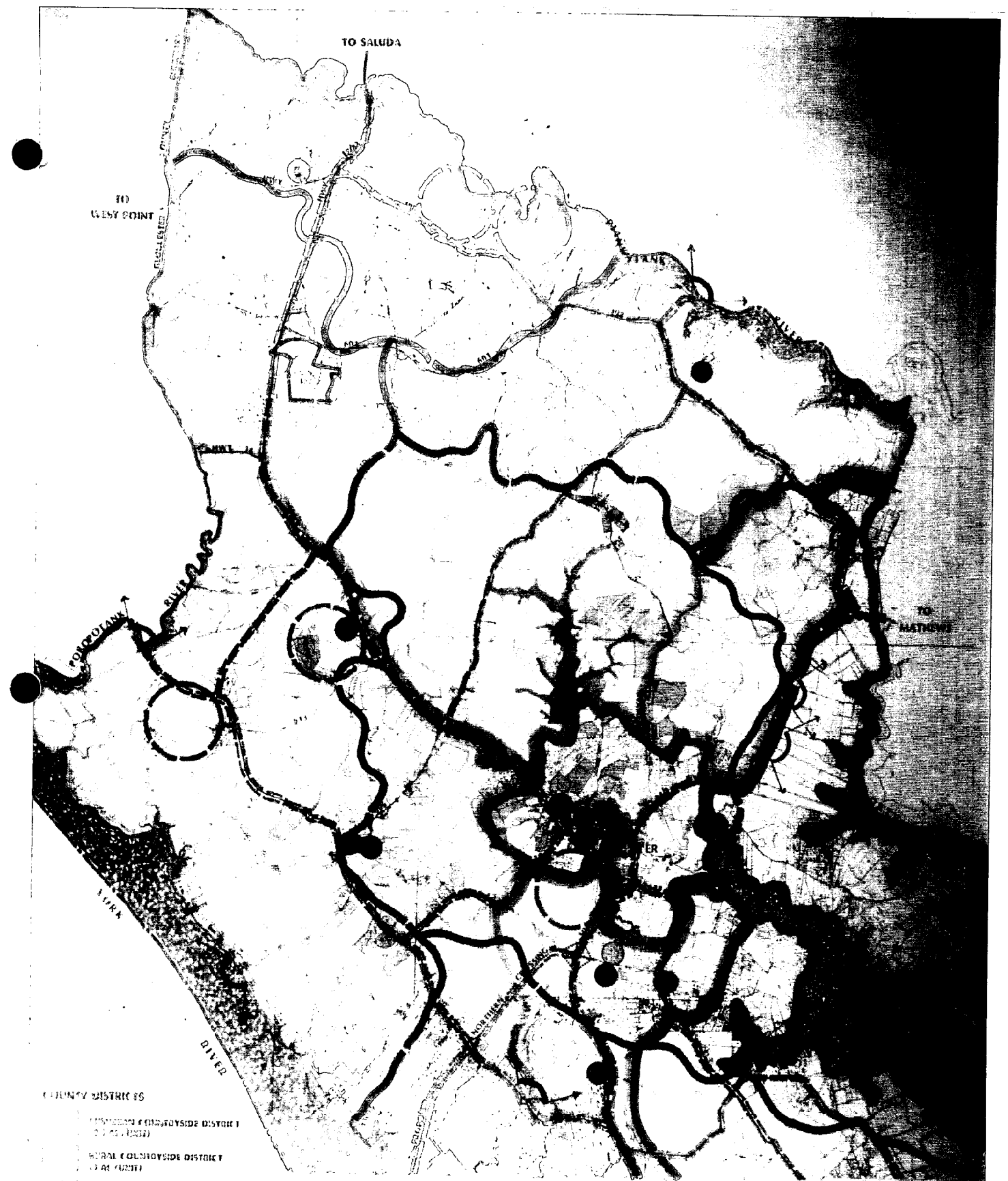
	Gloucester	Region %	King/Queen	Region %	Mathews	Region %	Middlesex	Region %	Total
Less than \$2500	41	28%	45	30%	36	24%	26	18%	148
\$2500-\$4999	24	35%	22	32%	8	12%	15	22%	69
\$5000-\$9999	11	18%	28	47%	12	20%	9	15%	60
\$10000-\$24999	17	29%	21	36%	7	12%	14	24%	59
\$25000-\$49999	17	33%	21	41%	6	12%	7	14%	51
\$50000-\$99999	10	45%	5	23%	3	14%	4	18%	22
\$100000 or more	10	26%	15	39%	5	13%	8	21%	38
Total Sales (\$1000)	3570	24%	5449	37%	2606	18%	3048	21%	14673
Average per Farm (Dollars)	3434	24%	5389	37%	2315	16%	3262	23%	14400
	26216	20%	34322	26%	30065	23%	39776	31%	130379
Net Cash Return from Ag Sales									
Average per farm (Dollars)	1572	41%	675	18%	3781	100%	-2240	-59%	3788
Farms with Net Gains (Number)	49	38%	64	41%	26	34%	23	28%	162
Farms with Net Losses (Number)	81	62%	93	59%	51	66%	59	72%	284
Total	130	100%	157	100%	77	100%	82	100%	446

- Represents zero







(D) Withheld to avoid disclosing data for individual farms.






(NA) Not available








COUNTY DISTRICTS

-  URBAN & COUNTRYSIDE DISTRICT (U & C)
-  RURAL COUNTRYSIDE DISTRICT (R)
-  HIGHWAY CORRIDOR DEVELOPMENT DISTRICT (H)
-  TOWN DISTRICT (T)
-  UNINCORPORATED VILLAGES (U)
-  SPECIAL PURPOSES

-  SCenic ROAD
-  SENSITIVE AREA
-  WATERSHED BOUNDARY
-  WATERSHED
-  SCHOOL

-  FIRE DEPT.
-  COUNTY FACILITY
-  HOSPITAL

COMPREHENSIVE PLAN  
COMMUNITY FACILITIES &  
NATURAL FEATURES

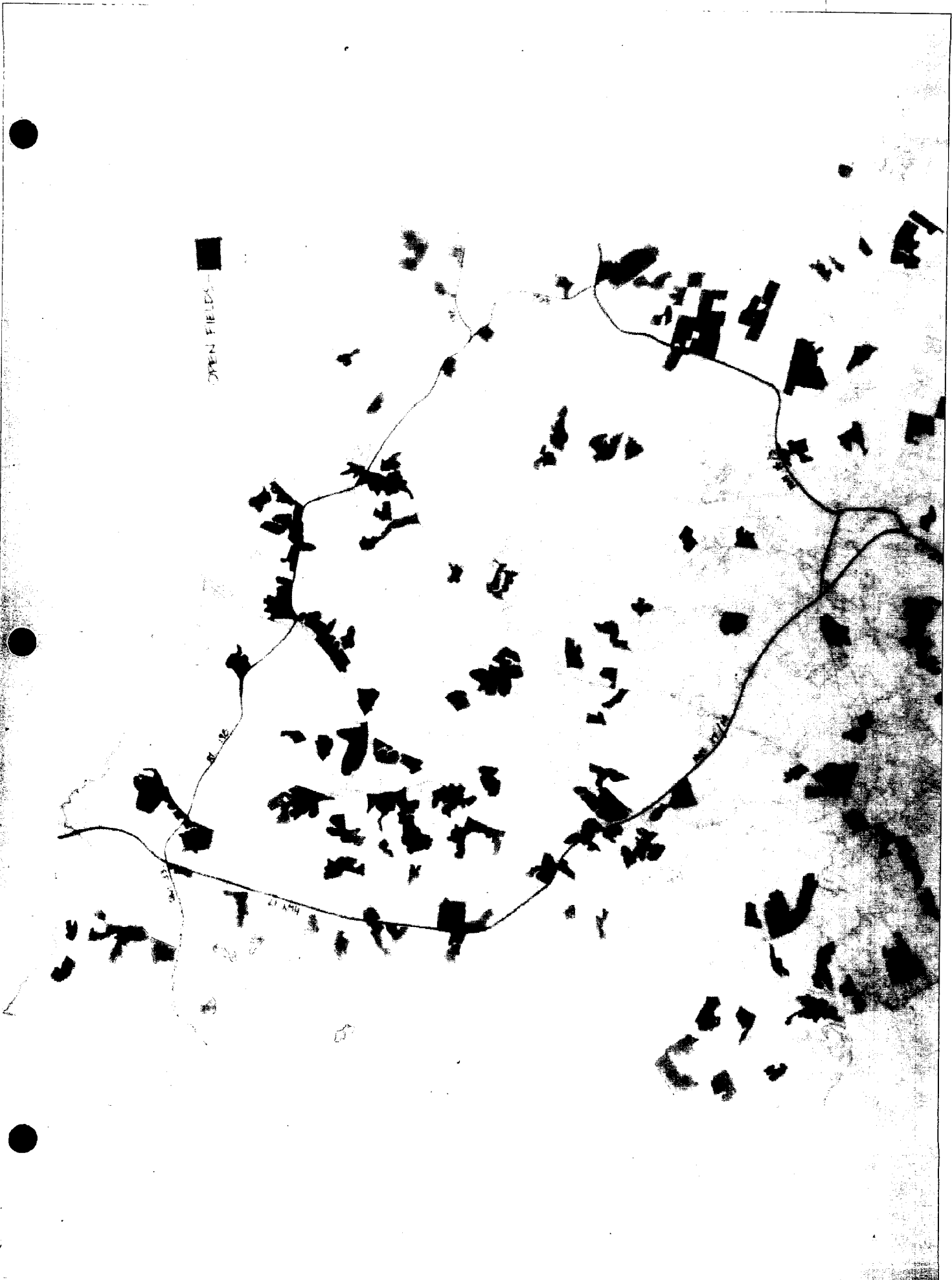
GLoucester COUNTY  
COMPREHENSIVE PLAN

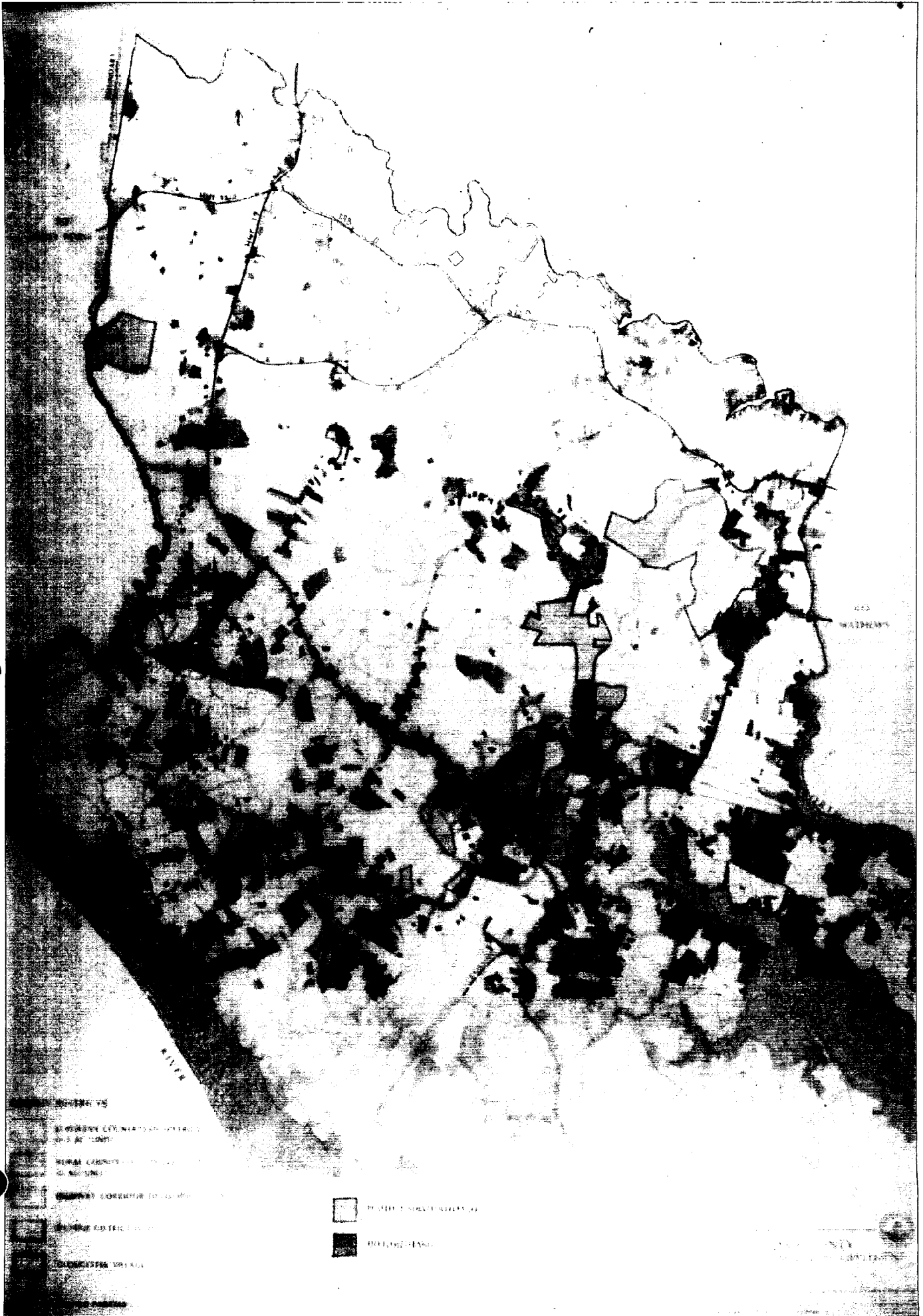
Prepared by the Office of Community Development  
Gloucester County, North Carolina  
1998

OPEN FIELDS



OPEN FIELDS





1. ...  
 2. ...  
 3. ...  
 4. ...  
 5. ...  
 6. ...  
 7. ...  
 8. ...  
 9. ...  
 10. ...

□ ...  
 ■ ...

...  
 ...



LOUCESTER COUNTY



100000

100000

100  
MATTAPAN

100000

100000

100000

100000

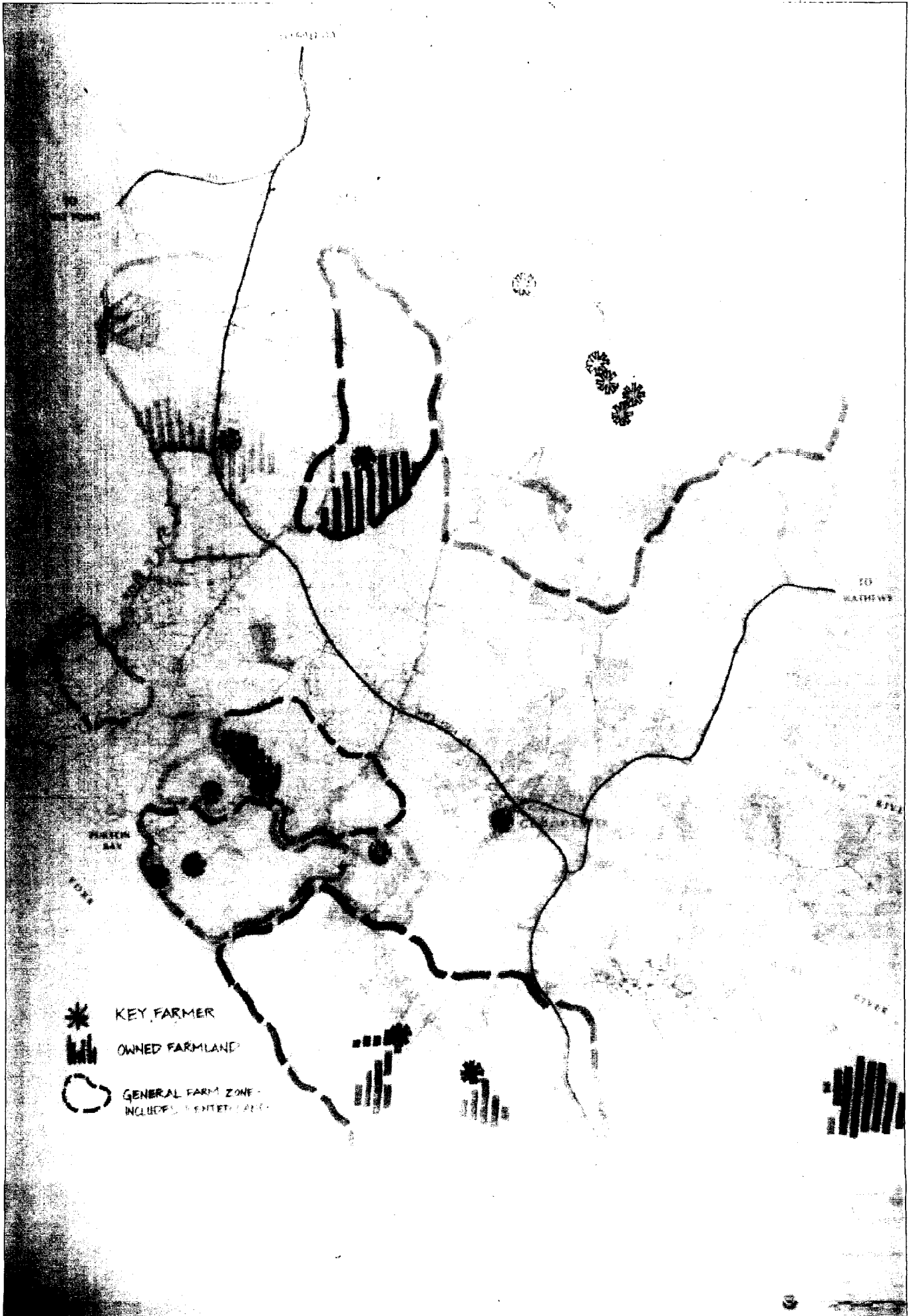
100000

100000

100000  
100000

100000





- \* KEY FARMER
- ▬ OWNED FARMLAND
- ⊃ GENERAL FARM ZONE - INCLUDES ENTERPRISE

PERSEM BAY

FOR WATHE W

MOUNTAIN RIVER

RIVER

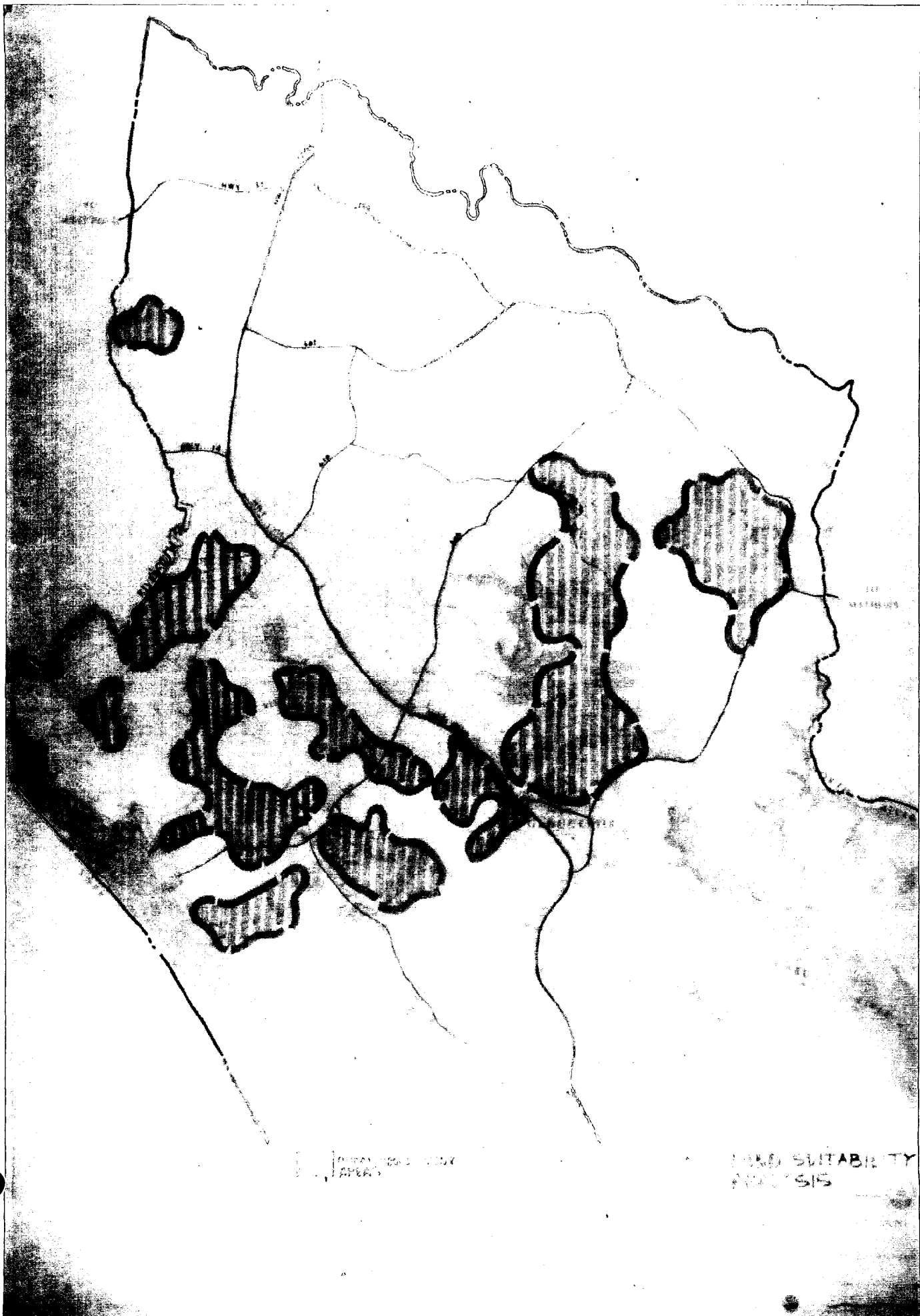


**SUITABILITY FOR RESIDENTIAL DEVELOPMENT**

- HIGH SUITABILITY
- MEDIUM-HIGH SUITABILITY
- MEDIUM SUITABILITY
- LOW-MEDIUM SUITABILITY
- UNSUITABLE

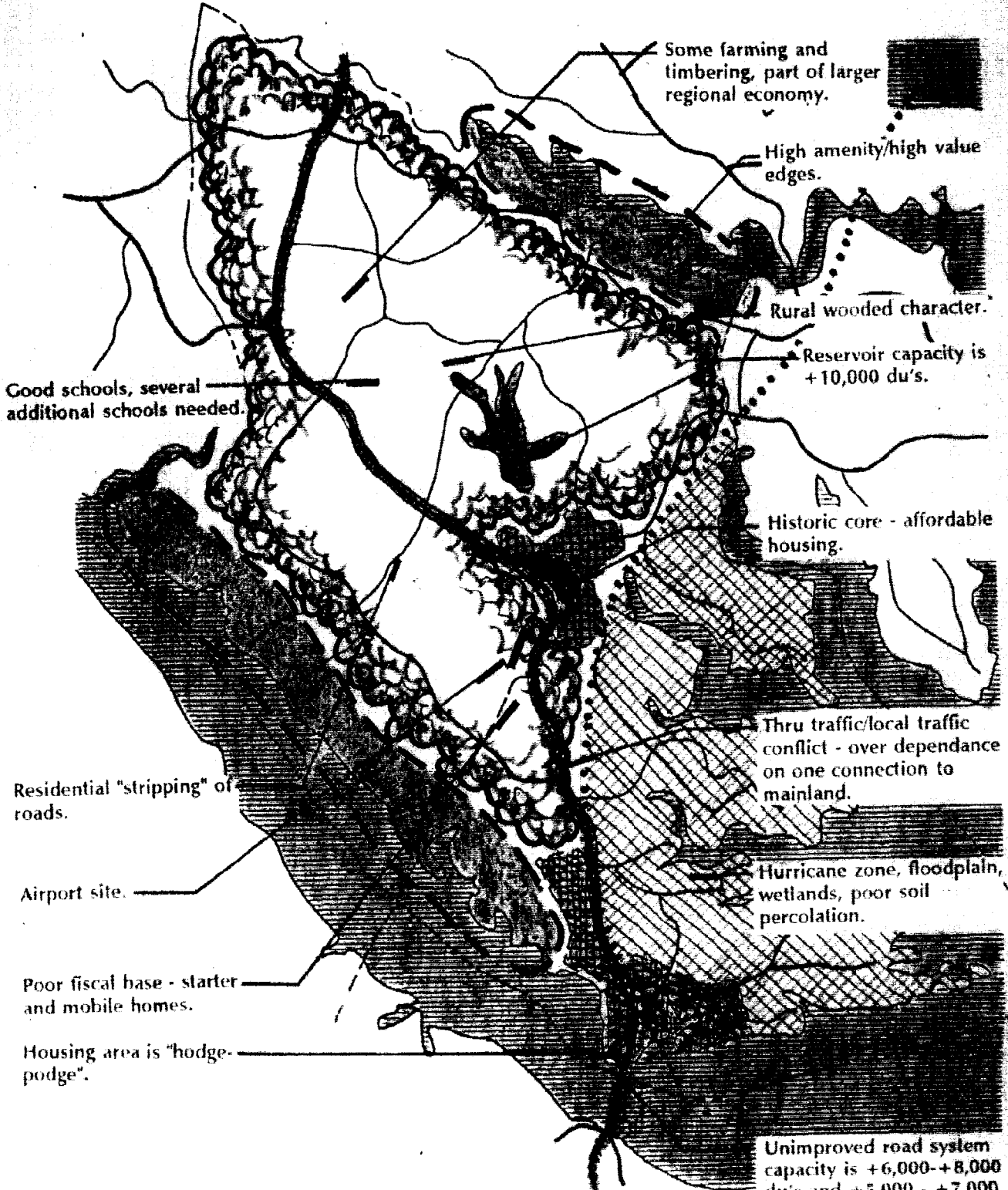
--- WATERSHED BOUNDARY



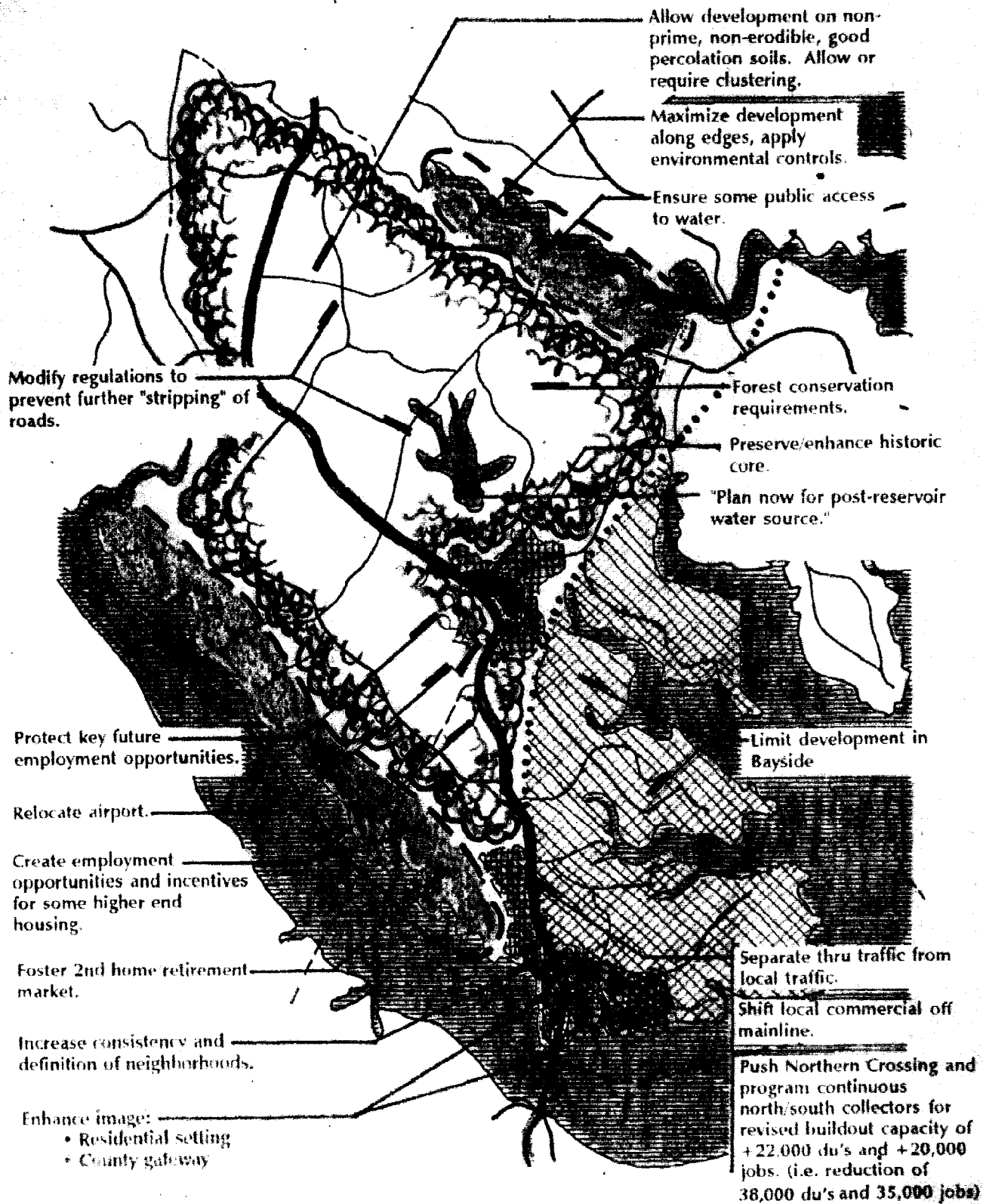


LAND SUITABILITY ANALYSIS

LAND SUITABILITY ANALYSIS



Problems and Opportunities



Policy Response to Problems and Opportunities

**APPENDIX E**

**DRAFT  
CREATIVE RURAL DEVELOPMENT PACKAGE**

---

## ***New Zoning Categories for Gloucester County's Rural Areas***

---

### ***Introduction***

This paper addresses changes needed to various sections of the Gloucester County Zoning Ordinance and Subdivision Regulations to implement the new rural zoning districts identified in the Updated Comprehensive Plan. The changes are organized by Article of the Ordinance. The paper is a mix of narrative explanatory text and proposed ordinance language.

### ***Amendments to the Zoning Ordinance***

#### **Article 1. Intent of the Zoning Ordinance**

Add to Section 1-1 Additional Purpose: "(10) To implement the Comprehensive Plan"

#### **Article 2. Definitions**

Add "agribusiness".

Add "silviculture" as an activity under the definition of "agriculture".

Add "cluster development".

"Cluster Development: A form of development that permits a reduction in lot area and bulk requirements, provided there is no increase in the number of lots permitted under a conventional subdivision or increase in the overall density of development, and the remaining land area is devoted to open space, active recreation, preservation of environmentally sensitive areas, or agriculture. Open space is generally to be contiguous."

Add "Country Inn".

"Country Inn: An historic building(s) in which for compensation, lodging and meals are offered to transient guests on a daily, weekly, or similar short term basis; and which may include related accessory uses."

Add "development".

"Development. This term refers to the establishment of a principal use on a site; a change in a principal use of a site; or the improvement or alteration of a site by construction, enlargement, or relocation of a structure, the provision of storm water management or roads, the grading

---

of existing topography, the clearing or grubbing of existing vegetation, or any other non-agricultural activity that results in a change in existing site conditions."

Add "Density, net".

"Density, net: A unit of measure; the number of dwelling units per acre of the total land to be developed less (1) area of ponds, lakes or other impounded water bodies; (2) wetlands; (3) areas with slopes in excess of twenty (20) percent."

Add "forest".

"Forest: Areas of stands of trees the majority of which are greater than twelve inches caliper, covering an area greater than one-quarter acre; or groves of mature trees without regard to minimum area consisting of substantial numbers of individual specimens."

Add to definition of "creek or stream..." as designated on the USGS quad maps".

Add "soils, erodible".

Add "Wildlife Management Plan".

"Wildlife Management Plan: A Plan developed by an ecologist or natural scientist which provides measures for the management and preservation of wildlife in the rural areas of the County. Such a Plan shall contain an analysis of existing species on site and in the relevant adjacent areas, related migratory and feeding patterns, relationship of species to their natural habitat, and appropriate measures to preserve these species in the face of proposed development."

#### **Article 4. Establishment and Purpose of Districts**

Create intent clauses for the new districts and delete existing rural district (R-1). Also create new rural business district.

##### *"Conservation District (C-2)*

The intent of the C-2 District is to protect and conserve the natural resources of the Bayside area of the County, to reduce soil and shore erosion, to protect watersheds and wildlife habitats, reduce hazards from flood, hurricane and fire, to protect wetlands and to preserve large contiguous areas of open space and forests. A limited amount of residential development is permitted and clustering is encouraged to achieve the district's intent."

---

*"Rural Countryside (RC-1)*

The intent of the RC-1 District is to conserve farm and forestland and to encourage agricultural activities, thereby helping to ensure that commercial agriculture and silviculture will continue as a long term land use and a viable economic activity within the County. The RC District is also established to preserve natural features and the rural landscape, while allowing low density, clustered residential development. Residential development is to be permitted only when it is located and designed to minimize its impact on agricultural land, farming and silviculture, and sensitive environmental features; to create attractive rural developments; and to respect existing features of the rural landscape. Cluster development is encouraged to better achieve these goals."

*"Suburban Countryside (SC-1)*

The intent of the SC-1 District is to allow low density residential development within a rural environment. The SC-1 District is intended for limited areas suitable for such development by virtue of their non-prime, non-erodible soils and their suitability for septic systems. In many cases, these areas are already largely committed to low density residential subdivisions. Cluster development is encouraged in order to protect environmental and landscape resources and to preserve agricultural or forest lands."

*"Business, Rural (BR-1)*

The intent of the BR-1 District is to provide for the needs of the rural residential and farming communities and to allow for a combination of business and industrial uses not otherwise permitted in the B-1 District."

We have identified a number of additional measures appropriate for rural development. In reviewing these, it seems that some of the measures may be applicable to all development in the County, and may constitute general revisions to the ordinances. Generally applicable measures might include:

- 25' buffers on contiguous non-tidal wetlands not regulated under the CBPO.
- No development on slopes above 15% on erodible soils
- No development on slopes above 20% on other soils, where such areas are measured over a 10' change in grade and are more than 10,000 sq. ft. in area

---

## **Article 5. District Regulations**

On Official Schedule (page 1809) substitute SC-1 for R-1 category and modify permitted uses and special exceptions as shown on the revised Official Schedule tables. (changes are to make uses compatible with a rural residential rather than an agricultural district):

Create new categories for C-2, RC-1, HC-1 and BR-1 as shown in the following tables, which are a partial version of the Official Schedule on pg. 1809 of the Ordinance. A listing of permitted uses and caveats is contained under new Section 5.4 which is more restrictive on the preserved areas of parcels subdivided as cluster divisions than for parcels not subdivided for residential use. The purpose of the restrictions on preserved areas is to ensure their relative compatibility with residential uses and to permanently protect these preserved parcels from any future development.



**Table 1: New RC-1 Zone Schedule (changes shown in bold)**  
(not all column headings from Official Schedule shown in this table)

Zoning District	Permitted Uses	Minimum Lot Size				Max. Percent. of Lot to be Occupied (Principal & Accessory Bldgs.)	Max. Ht. of Principal Building		Minimum Yard Dimensions				Misc. Requirements
		With Sewer AND Water Supply	With Sewer OR Water Supply	With On-site Sewer AND Water	Width		Stories	Feet	Front Yard	One Side Yard	Sum of Side Yard	Rear Yard	
1	2	5	6	7	8	9	10	11	12	13	14	15	19
RC-1													
	Agriculture												
	Forestry												
	Single family detached dwellings	1 or 5	1 or 5	1 or 5	125 or 200		2 1/2	35	75	25 or 50	50 or 100	100	If clustered, one acre minimum or two acre maximum lots at a net density of one unit per four acres; otherwise five acre minimum lots required. The larger alternative dimensions in the schedule are to be used with 5 acre lots or greater.
	Mobile home, individual (Rest of table duplicates current R-1 table in Ordinance)	1 or 5	1 or 5	1 or 5	125 or 200			15	75	25 or 50	50 or 100	20	Permitted uses continuous foundation and skirting required.

**Table 2: New SC-1 Zone Schedule**

(not all column headings from Official Schedule shown in this table)

Zoning District	Permitted Uses	Special Exceptions	Minimum Lot Size				Max. Percent. of Lot to be Occupied (Principal & Accessory Bldgs.)		Max. Ht. of Principal Building		Minimum Yard Dimensions				Misc. Requirements											
			With Sewer AND Water Supply	With Sewer OR Water Supply	With On-site Sewer AND Water	Width	Stories	Feet	Front	One Side Yard	Sum of Side Yard	Rear														
													5	6		7	8	10	11	12	13	14	15			
1	2	3																						19		
SC-1	Agriculture	Child care centers																								
	Forestry	Group homes																								
	Home gardens	Bed and Breakfast																								
	Parks	Uses required for the provision and maintenance of private wastewater utilities																								
	Home occupations, including wayside stands and greenhouses with retail and wholesale of produce.																									
	Uses required for the provisions and maintenance of public facilities and utilities																									
	In-home child care provider																									
	Single family detached dwellings		30,000 or 2	30,000 or 2	30,000 or 2	100 or 150	2½	35	50 or 75	20 or 30	40 or 60	50 or 100														If clustered, 30,000 sq. ft. minimum or 1 acre density of 1 unit per 1½ acres; otherwise, 2 acre minimum lots required. The larger alternative dimensions in the Schedule are to be used with 2 acre lots or greater.

**Table 3: New HC-1 Zone Schedule**

(Not all column headings from Official Schedule shown in this table)

1	2	3	5	6	7	8	10	11	12	13	14	15	19
HC-1	Agriculture, except that keeping of livestock and poultry shall not be permitted												
	Forestry												
	Home gardens												
	Parks												
	Home occupations												
	Uses required for the provision and maintenance of public facilities & utilities												
	In-house child care provider												
	Domestic pets, including horses & ponies, provided, however, that horses and ponies shall require a minimum of 2 acres												
	Single family detached dwelling		20,000 or 1	20,000 or 1	30,000 or 1	100 or 125	2 1/2	35	25 or 50	15 or 25	30 or 50	50 or 100	If clustered, 20,000 sq. ft. minimum or 30,000 sq. ft. maximum (for Columns 5 & 6) or 30,000 min. and 35,000 max. (Column 7) at a net density of 1 unit per acre; otherwise, 1 acre min. lots required. Where shared septic fields are approved, cluster lot size may be further reduced by 25%. The larger alternative dimensions in the Schedule are to be used with 1 acre lots or greater.
		Churches and other places of worship											
		Group Homes											
		Schools, libraries, museum											

**Table 4: New C-2 Zone Schedule**

(Not all column headings from Official Schedule shown in this table)

Zoning District	Permitted Uses	Minimum Lot Size				Max. Percent. of Lot to be Occupied (Principal & Accessory Bldgs.)	Max. Ht. of Principal Building	
		With Sewer AND Water Supply	With Sewer OR Water Supply	With On-site Sewer AND Water	Width		Stories	Feet
1	2	5	6	7	8	9	10-15	Miscellaneous Requirements
C-2	<p>Move the following from Permitted Uses to Special Exceptions:</p> <ul style="list-style-type: none"> <li>Portable sawmills</li> <li>Golf courses</li> <li>Livestock feed lot</li> <li>Sawmills and planing mills</li> </ul> <p>Add "without golf courses" to country clubs and riding stables in permitted list. Add appropriate Special Exception Criteria designation for Column 4</p>	1 or 7.5	1 or 7.5	1 or 7.5	125 or 250		As per the RC-1	If clustered, 1 acre min, 2 acre max lots at a net density of 1 unit per 5 acres; otherwise 7.5 acre min. lots required. The larger alternative dimensions in the Schedule are to be used with 7.5 acre lots or greater.
	Mobile home, individual	1 or 7.5	1 or 7.5	1 or 7.5	125 or 250		As per the RC-1	

**Table 5: New BR-1 Zone Schedule**  
 (Not all column headings from official schedule shown in this table)

Permitted Uses	Special Exceptions	Max. Percentage of Lot to be Occupied (Principal and Accessory Buildings)	Max. Ht. of Principal Building		Misc. Requirements
			Stories	Feet	
Animal hospital, completely enclosed Auction facility Bed & breakfast Blacksmith shop Carnivals & fairs Contractors offices & indoor/outdoor storage facility, provided that the maximum lot size for such use shall be ten acres. Farm supply store Farmer's market or farm produce stand Farm forestry and construction equipment repair/service Farming Feed or grain mills Firewood sales Gasoline service station Government structure, facility or use Horse tack and saddlery shop Lawn and garden equipment sales, service & repair Livestock sales and auction markets Mulch manufacture Nonprofit club, lodge or community hall One dwelling unit per lot improved by a business establishment. A dwelling which is not within the same structure as the business shall be permitted only on a lot of five or more acres. Processing and storage of agricultural products, including grain, fruit, vegetables, meat or animal products. Religious activities, structures used primarily for churches and other places of worship Retail greenhouse, garden center or nursery Sale of Christmas trees or other seasonal decorative plant materials between December first and January first Sawmills School bus storage Taxidermy Uses required for provision and maintenance of public facilities and utilities Welding service		30	2½	35	Maximum use and structure setbacks shall be 50' from a public right-of-way, 100' from all other residentially zoned property and 30' from a business or industrial district. All activities related to the repair and maintenance of vehicles or equipment shall take place within a building.
	Country Inn Kennels Child Care center General Store				

---

**(New) Section 5.4 Conservation and countryside District Development Provisions**

In the C-2, RC-1, HC-1, and SC-1 Districts, the following provisions shall apply.

- a) *Forest Conservation.* In developments of 15 acres or more, lot arrangement and layout shall be such that existing forest cover onsite is retained in large contiguous blocks.
- b) *Lot Sizes with Shared Septic Drain Field.* In developments where units are to be clustered and shared septic systems are approved by the Health Department, lot size may be reduced to 33,000 sq. ft.
- c) *Cluster Subdivision Requirements.*
  - (1) This type of subdivision consists of cluster lots, which are located on a portion or portions of the parcel being subdivided, and a preserved area, which is the entire residual area of the parcel being subdivided.
  - (2) The maximum cluster lot size shall be as defined in the Official Schedule in Section 5-2.
  - (3) The maximum number of cluster lots which may be created shall be calculated by dividing the net acreage of the parcel being subdivided by the density given in the Official Schedule. For parcels which are subject to a preliminary subdivision plat approved on or before (date of adoption), the density shall be derived from the Official Schedule or the density achieved on the preliminary plat, whichever is greater. One additional principal dwelling unit shall be allowed on the preserved area, provided the preserved area is at least 25 acres. If a dwelling unit is to be allowed on the preserved area, and the preserved area is less than 25 acres, the number of permitted cluster lots shall be decreased by one.
  - (4) The maximum density of on the Official Schedule refers to principal dwelling units and not to accessory uses such as farm tenant houses, caretaker dwellings or accessory apartments.
  - (5) The final plat(s) for the entire preserved area of a cluster subdivision shall be recorded at the same time that final plats are recorded for all cluster lots or the first section of cluster lots in the subdivision. Bulk parcels may be recorded for future sections of cluster lots, provided such parcels are unbuildable until subdivided into cluster lots.

- 
- (6) The restrictions and requirements for the preserved area given in Section (d)(7) below shall not apply to the residual land of a minor subdivision (three or fewer lots plus a residual lot) if the potential density is not exhausted, but shall apply at the time that a major subdivision is recorded or the maximum number of permitted cluster lots are recorded.
- (7) The design of a cluster subdivision shall reflect the intended principal use or uses of the preserved area (i.e. farming, silviculture conservation area or other allowed uses as listed in Section (d)(8)). As applicable, cluster subdivisions shall be designed to accomplish the following objectives:
- a. Result in a preserved area which is functional for its intended uses;
  - b. Cluster new lots in an arrangement which minimizes adverse impacts on the functioning of the preserved area;
  - c. Minimize disturbance of existing farm or silviculture operations;
  - d. Avoid the need for removal of existing hedge rows or tree stands, particularly along public street rights-of-ways and between housing and farmland; and
  - e. Maximize the frontage of lots onto internal local roads and minimize the frontage and access of lots to state roads of a minor collector or higher classification;
  - f. Buffering where lots back onto public roads of a minor collector or higher classification; existing wooded buffers shall be preserved for a minimum depth of fifty feet or a similar landscape buffer shall be planted.
  - g. Preserve the rural and scenic quality of the landscape, particularly as viewed from public roads.
  - h. In projects involving 100 or more acres, a wildlife management plan shall be submitted.
  - i. Open space and conservation areas shall be contiguous both on site and off tract. Stream corridors and contiguous wetlands can provide linkage.
  - j. Maximum total lot disturbance: Fifty percent of lot area or 25,000 square feet, whichever is less. Site disturbance shall include all areas disturbed for the purpose of constructing buildings and structures as well as all graded areas and lawns. The total shall include disturbed areas both inside and outside the building envelope.
  - k. Maximum total tract disturbance for public improvements including streets and stormwater management facilities: ten percent of tract area. This excludes private site amenities such as tennis courts or golf courses. All improvement-related

---

disturbance shall be included in this calculation, including areas of grading and vegetation removal as well as the cartways and basins.

- (8) The following requirements and restrictions shall apply to the preserved area of a cluster subdivision.
- a. The preserved area may be divided into more than one lot only at the time that the preserved area is originally recorded and only if the lots are designated for different principal uses in accordance with the purposes of the RC-1 District. The lot or lots which constitute the preserved area for a cluster subdivision shall be referred to as preservation parcels.
  - b. Only the following uses may be permitted as a matter of right on preservation parcels:
    1. Farming.
    2. Conservation areas, including wildlife and forest preserves, environmental management areas, reforestation areas, and similar uses.
    3. One single-family detached dwelling unit on the preserved area for a cluster subdivision, if provided for as required by Section (d)3.
    4. Commercial feed mills and commercial grain processing or storage facilities, provided that all uses connected with such facilities shall be at least 200 feet from lot lines.
    5. Private outdoor recreational facilities, such as parks, athletic fields, swimming pools, basketball courts and tennis courts, reserved for use by residents of a community and their guests. Such facilities shall be located within communities where all properties are included within recorded covenants and liens which govern and provide financial support for operation of the facilities.
    6. Government uses, limited to public schools, conservation areas, parks, and recreational facilities.
    7. Sales of Christmas trees or other seasonal decorative plant material, between December first and January first, subject to the requirements given in Section \_\_\_\_\_.
    8. Underground pipelines; electric transmission and



---

distribution lines; telephone, telegraph and CATV lines; fiber optics/data lines; mobile transformer units; telephone equipment boxes; and other, similar public utility uses not requiring a special exception.

- c. Farm tenant houses and caretaker dwellings shall be permitted as accessory uses on preservation parcels which are improved by a principal dwelling unit.
- d. Special exception uses which do not require construction of new structures or use of more than .25 acres of outdoor area may be allowed on preservation parcels, provided the land area used is not suitable for agriculture or silviculture. In addition, the following special exception uses which may require additional structures or land area may be permitted on preservation parcels:
  - 1. Agribusiness provided that all structures and uses associated with these facilities shall be limited to an area not greater than 50 acres and located no nearer than 500 feet to an existing residence on a different lot. In addition, for meat and dairy processing facilities or livestock slaughtering facilities, all structures and uses shall be at least 300 feet from lot lines.
  - 2. Country clubs and golf courses.
  - 3. Farm tenant houses and lots of at least 25 but less than 50 acres.
  - 4. Riding academies and stables.

Special exception uses shall not be allowed on preservation parcels unless they support the primary purpose of the preservation parcel and are approved by the Board of Appeals in accordance with the applicable provisions of Sections 14-16 through 14-21 of these Regulations.

- e. Only one preservation parcel within a cluster subdivision may be improved by a dwelling.

- 
- f. For each preservation parcel, a preservation parcel easement agreement shall be recorded in the Land Records of Gloucester County at the time of recordation of the final plat. The easement agreement shall be approved by the Zoning Administrator prior to recordation. The easement shall run with the land, shall be in full force and effect in perpetuity, and shall describe and identify the following:
1. The location and size of the preservation parcel.
  2. Existing improvements on the preservation parcel.
  3. A prohibition on future residential, commercial or industrial development of the preservation parcel, other than the uses listed in paragraphs 8.a, 8.b, and 8.c above. The easement must specify the primary purpose of the preservation parcel, and prohibit the use of the reservation parcel for incompatible uses.
  4. A prohibition on future subdivision of the preservation parcel.
  5. Provisions for maintenance of the preservation parcel.
  6. Responsibility for enforcement of the easement
  7. provisions for succession in the event that one of the parties to an easement agreement ceases to exist.
- g. Regardless of who the owner of a preservation parcel is or will be, the property owner and the County shall be parties to the above easement, and, in addition, either of the following two:
1. The State Environmental or Historical Trust;
  2. A land conservation organization.

---

## ***Amendments to the Subdivision Ordinance***

### **Article 1, Section 15-2, Purpose of Chapter**

Add to text, first paragraph, the following phrases (in italics): "These procedures are part of a long range plan to guide and facilitate the orderly, beneficial growth of the Community, *to implement the Comprehensive Plan and Major Thoroughfare Plan*, and to promote the public health.....to provide a guide for good change that occurs when lands and acreage become urban in character as a result of development for residential, business for industrial purposes, *to preserve rural character when development occurs in rural areas*, to provide assurance that...."

### **Section 15-3, Definitions**

Revise and provide new definitions of streets for consistency with the Major Thoroughfare Plan.

Street, major arterial

Street, minor arterial

Street, major collector

Street, minor collector

Street, local

Expressway (?)

Add definition for "Open Space Management Plan"

"Open Space Management Plan: A document referencing the open space in a cluster development which specifies who shall own, maintain and be responsible for the subdivision's open space including the preservation parcel. This plan shall be approved by the agent as part of the preliminary plat process and shall be recorded with the final plat."

---

Insert under definition of "subdivision", Section 15-3.

(The following amendments are intended to close the three-lots-at-a-time loophole in the ordinance for lots over 5 acres which now results in the stripping of lots along existing state roads and in large subdivisions on private roads.)

"Any division of land created after (effective date of legislation) shall have direct access to a public street or road provided that: no more than two of these lots shall take access from an existing public road classified as a minor collector or above and that the original parcel from which the initial subdivision is created shall be that which existed on (effective date of legislation); subsequent subdivisions shall be counted against the original parcel."

[This approach suggests that the amendment should be adopted as emergency legislation, i.e. effective upon adoption, to forestall any rush to subdivide into small blocks to create new original parcels and thus subvert the intent of legislation; it also requires a Major Thoroughfare Plan which classifies roads in the county and a definition of major (4 or more lots) versus minor (less than 4 lots) subdivisions.]

#### **Section 15-14, Subsurface Sewage Disposal**

Insert requirement for applicant to show soils (per the SCS handbook) on the preliminary plat so as to facilitate Health Department review.

#### **Section 15-17, Water and Sewage Systems Authorized**

To maximize the use of public water and sewer systems and to implement the comprehensive plan, the current permissive language allowing private septic and well systems anywhere should be amended. The amendment should reference a public water and sewer service area which is to be included in the Master Water and Sewer Plans. Within this service area, private systems may only be installed on a case-by-case basis for individual lots. In such cases, a commitment to connect to public systems within 18 months of their availability may be required as part of the approval. In proposed subdivisions, dry sewer and water systems shall be installed to be connected at the developer's expense once the public systems are extended to the subdivision. Escrow monies or a bond is to be required for such connections at the same time that other bonding commitments are made.

---

### **Section 15-22, Reservation of Land for Public Purposes in Residential Subdivisions**

Since the Comprehensive Plan can more easily show general areas where future public facilities are needed rather than specific sites, the language should be amended to reflect this. Under "public facilities" make the following change:

"Where a proposed park...or public use shown on the County Comprehensive Plan is located in **the vicinity** of a subdivision, the agent may require dedication or reservation of such areas within the subdivision."

### **Section 15-34 (now reserved)**

Insert a limit on cul-de-sac lengths to encourage internal loop systems and inter-subdivision connectivity so as to reduce dependance on major roads for all auto trips. Cul-de-sac lengths should be related to number of lots served (or ADT volume) rather than an absolute length. Thus, a limit of 25 lots for cul-de-sacs would mean about a 1000' length for lots of about 100' frontage or about 2,000' for lots with 250' frontage.

### **Division 4. Lots**

#### **Section 15-40, Arrangement, Design and Shape**

The 100' frontage requirement on state roads is too wide for 10,000 sq. ft. lots which would be square rather than rectangular. For such smaller lots, a 75' or 80' minimum frontage is more appropriate, as the zoning schedule indicates.

#### **Section 15-49, Preliminary Plat**

Require applicant to show streams, wetlands, soils and wooded areas on plats.

---

## ***Guidelines for Preserving Rural Character***

The Comprehensive Plan should contain several principles on preserving rural character that the zoning and subregs can implement in more detail.

The goals and objectives for such preservation in the Comprehensive Plan should be organized by Landform. Sample goals and implementation techniques are included in Tables 1 through 3.

**Table 1. Development Type: Single-Family Development Landform - Farm Fields**

Minimize visual impact	<ol style="list-style-type: none"><li>1. Structures should not be placed in open fields.</li><li>2. Residences should be located adjacent to tree lines and wooded field edges.</li><li>3. Residences should not front directly on off-site streets.</li><li>4. Where clustering will yield open space that can remain in active agriculture, its use should be explored and possibly required.</li></ol>
Retain rural features	<ol style="list-style-type: none"><li>1. Existing farm roads should be incorporated into subdivision design.</li><li>2. Stone rows and tree lines should be preserved.</li><li>3. Existing agricultural structures such as barns and silos should be preserved where feasible.</li></ol>
Minimize site disturbance	<ol style="list-style-type: none"><li>1. Roads should follow existing contours.</li><li>2. Disturbance for the construction of roads, basins, and other improvements should be kept at a minimum.</li><li>3. Disturbance on individual lots should be limited.</li></ol>

---

**Table 2. Development Type: Single-Family Development Landform -  
Waterfront Development**

<u><i>Goals</i></u>	<u><i>Implementation Techniques</i></u>
Minimize visual impact	<ol style="list-style-type: none"><li>1. A minimum setback from lakes or ponds should be consistently maintained.</li><li>2. The maximum linear disturbance per lot should be limited. Disturbances include docks, bulkheads, decks, walkways, and beach areas.</li></ol>
Retain water quality	<ol style="list-style-type: none"><li>1. A water quality management plan should be prepared to control chemical pollutants, such as hydrocarbons and fertilizers.</li><li>2. High-quality waters should be identified and monitored to maintain and enhance water quality.</li><li>3. On-site wastewater treatment facilities should be designed to effectively protect surface water and groundwater.</li></ol>
Minimize site disturbance	<ol style="list-style-type: none"><li>1. Total disturbance, especially within buffer areas, should be limited.</li><li>2. Roads should follow existing contours.</li><li>3. Disturbance for the construction of roads, basins, and other improvements should be kept to a minimum.</li><li>4. Disturbance on individual lots should be limited.</li></ol>

**Table 3. Development Type: Single-Family Development Landform - Wooded Slopes**

<u>Goals</u>	<u>Implementation Techniques</u>
Minimize visual impact of development	<ol style="list-style-type: none"> <li>1. Structures should not be placed on ridge lines.</li> <li>2. Trees on ridges should not be removed.</li> <li>3. Water towers should not be placed on top of ridge lines.</li> <li>4. The height of water towers should be limited to an elevation below the crown line of mature on-site trees.</li> </ol>
Retain woodland features	<ol style="list-style-type: none"> <li>1. Stone rows and tree lines should be preserved.</li> <li>2. Treed areas between the principal structure and the drive or roadway should be retained.</li> <li>3. The creation of extensive lawn areas should be discouraged.</li> </ol>
Minimize site disturbance	<ol style="list-style-type: none"> <li>1. Roads should follow existing contours.</li> <li>2. disturbance for the construction of roads, basins, and other improvements should be kept to a minimum.</li> <li>3. Disturbance on individual lots should be limited.</li> <li>4. Building envelopes should be limited and located in the most suitable areas for development.</li> <li>5. Areas beyond reduced envelopes should be restricted against development.</li> <li>6. Building envelopes should not be drawn into steep slope areas.</li> <li>7. The maximum amount of natural vegetation on each site should be preserved.</li> </ol>



---

In the subdivision regulations, special submission requirements for development in rural areas shall include a graphic and narrative site feature inventory to include:

"critical areas, vistas, ridge lines, wetlands, floodplains, slopes, tree lines, stone rows, significant rock outcrops and tree masses, rare and endangered species habitats, trout maintenance and trout-production streams, and any additional features uniquely affecting a site."

Beyond cluster design provision recommended in the zoning code (new Section 5.4(d)(7)a-k), the following guidelines should be inserted into the subdivision regulations in Division 4, Lots.

**New Section 15.48. Design Standards for Lots in Rural Subdivisions**

(a.) Building envelopes shall be located as follows:

1. Building envelopes shall be selected that do not include the tops of ridge lines.
2. Building envelopes shall avoid open fields.
3. Building envelopes shall be located on the edges of fields and in wooded areas to minimize the visual impact of development.
4. Building envelopes shall not include wetlands.
5. Building envelopes shall not include areas with slopes in excess of 35 percent.

(b.) Where clustering is elected, the following requirements shall apply:

1. Clustering shall be permitted upon the submission of an acceptable open space management plan.
2. The minimum common open space shall be contiguous; where active recreation is provided, it shall be located to be accessible to the majority of units.
3. Roadways shall follow existing contours to minimize the extent of cuts and fills.
4. Where sites include linear features such as existing access roads, tree lines, and stone rows, roadways shall follow these features to minimize their visual impact.

**APPENDIX F**

**SUMMARY REPORT  
USED FOR PUBLIC HEARING**

10/25/94

## ***Proposed Revisions to the 1991 Comprehensive Plan for Rural Development and Zoning***

---

### **Background**

In 1991 the Board adopted a Comprehensive Plan to guide Gloucester County's development over the next 20 years. This plan is meant to be the basis for future zoning and infrastructure decisions. It is, therefore, a very important document.

The Plan, in essence, divided the County into several large areas and specified their future densities and character. Map 1 is a generalized interpretation of the Plan. In recognition of current development patterns and trends, the southern half of the Rt. 17 Corridor was to have urban densities on public sewer and water. The northern portion of the County was, however, to remain largely rural, without public sewer and water service. The Plan allowed for some residential development in these rural areas at various densities.

In the Suburban Countryside area (see map), homes could be built on 1-1/2 acre minimum sized lots; in the Rural Conservation and Bayside areas, homes could be built on 5 acre lots. None of these adopted plan policies are yet law because revised zoning districts and maps are needed to make them legally binding. Currently, all of these rural areas allow for 1-1/2 acre lots.

The 1991 Plan was a broadbrush effort to guide the County's future growth and development. As such, it did not look in detail at the impacts of its land use policies in terms of traffic, schools, rural character, environmental issues, and the like. With the widening of the Coleman Bridge and the County's new capacity for sewer and water, there is some concern that the reviving real estate market could rapidly increase development in the County before the Plan's concepts are more detailed and implemented to help manage this growth. Thus a further planning effort was initiated by the Board in 1993 which will result in a range of recommended revisions to the current Comprehensive Plan.

This report focuses on only one part of these recommendations - those for the County's rural areas. The plan revisions will be county-wide in scope and will address land use and infrastructure in the southern half of the County as well. It will make proposals on appropriate future population and employment targets for the County, county-wide traffic and transportation issues, fiscal impacts, environmental conservation, school needs and other important items. The remainder of this report addresses the Plan's recommendations for the rural portions of the County only. These, of course, will ultimately need to be seen and evaluated within the overall context of the plan.

## Determining the Location of Rural Residential Development

As Map 1 indicates, the 1991 Plan envisages more extensive residential development (1-1/2 acre lots) along the western and eastern edges of the north county, than within the Central Area (5 acre lots). The hurricane-prone Bayside Area, with its poor soil and wetlands, is also envisaged as a lower intensity area (5 acre lots). This section of the report takes the 1991 work further through a detailed analysis of land suitability for residential development in the rural areas.

What criteria should govern the location of future residential development in the Comprehensive Plan's rural areas? In refining the 1991 Plan, this update seeks to analyze the compatibility of the rural areas with residential development using three major criteria:

- (a) *Septic suitability of soils.* Development should occur where the soils can handle septic systems. The Soil Conservation Service (SCS) Handbook for Gloucester County describes and maps the characteristics of all County soils and specifically categorizes them according to septic suitability. Map 2 is based on this source.
- (b) *Non-erodibility of soils.* Development should occur on soils that are non-erodible. This is good for reasons of water quality, environmental conservation and development quality itself. Again, the SCS Handbook classifies soils in terms of their erodibility and Map 3 is based on this source, as consolidated by environmental planners at the Middle Peninsula Planning District Commission.
- (c) *Non-prime farm land.* Development should occur on soils that are not prime for farming and forestry. While the amount of farmland in the County is small (see Map 4 for the location of open fields), this activity does generate \$ million for the County annually, requires little by way of supporting services, and is an important part of the County's lifestyle and self-image. Forestry, of course, is much more extensive than farming and yields \$ million annually. Map 5 shows the soils classified by the USDA as prime for farming, which should be avoided as a location for development.

When one overlays the above three maps, certain areas meet several of these criteria. Map 6 prioritizes which and how many criteria are met. Map 7 uses the results of Map 6 (those areas which best meet the three criteria - see legend) to create larger connected areas suitable for residential development.

Obviously, one must adjust these resultant shapes against the reality of existing development in the County today. It is appropriate, therefore, to connect or extend these areas to include significant areas of development or of platted lots. Map 8 shows the general location of existing and platted development. This map was overlaid over Map 7 to adjust the areas to better conform with reality.

A further refinement was to use major watershed boundaries to help define the future development areas; since it is desirable to maintain good water quality in the County, especially in the reservoir watershed, these boundaries were used as candidate edges to define the development "blobs". Map 9 shows the watershed boundaries in the northern area.

A final refinement in the process was to overlay the tax maps on the evolving blobs and try to use major property boundaries to define their edges. The net results of this process are those areas shown in Map 10. These refined areas, then, are proposed for the suburban countryside development (SC), the most dense rural development district with 2 acre minimum lot sizes.

The remaining rural area is proposed as rural countryside (RC) whose prime purpose is to encourage farming and forestry, rather than housing; minimum lot size here would be 5 acres. The Bayside area is separately called out as a Conservation zone (C-2) because of its unique characteristics (hurricane-prone, high water table, extensive floodplain and wetlands). The residential development here is to occur on lots with a minimum size of 7.5 acres. Obviously all of the above lot sizes are subject to compliance with Health Department standards for soil percability.

Within the rural area, the 1991 Comprehensive Plan identifies Rural Service Centers which are to be the commercial service hubs for the rural area. This Plan Update recommends extending this concept to create rural hamlets around these service areas. Thus within a 1/4 mile radius of the centers, a floating Rural Hamlet zone (RH-1) is provided for which will allow half acre lots at a one unit per acre density, subject to meeting specific design standards.

## Determining the Character of Rural Residential Development

In the previous section, various minimum lot sizes for residential development were proposed by district. Thus, for example, in the SC District, the 2 acre lot minimums could theoretically yield 50 lots out of a 100-acre tract. However, with land needs for roads, setbacks for possible wetlands or other undevelopable areas, the yield would probably be 40-45 lots. There is, however, an alternative way to arrange development on the land other than dividing the entire tract of land into 2-acre residential lots.

If, in the above example, we used a density measure of 1 unit per 2 acres rather than lot sizes to govern yield, and we reduced the minimum lot area from 2 acres to, say, 1 acre, then we would be able to fit 50 lots into an area half as large as in the first example. The undeveloped land would remain in forestry, farming or open space in perpetuity. This second type of approach is called "clustering" or "open space zoning". It allows farming and forestry to continue, encourages the preservation of sensitive environmental features by putting them into the preservation areas, and guarantees future open space around the homes.

The current Comprehensive Plan strongly encourages cluster development in all the rural districts: "due to the water quality protection and rural preservation advantages of clustering residential development, the County should explore the option of providing property owners with the incentive of higher possible densities if certain standards of rural residential development are met (page 44)." Figures 1 through \_\_\_\_ illustrate the principles of cluster development of open space zoning.

Therefore, a first step in defining the character of the future rural residential development in the County is to insert the cluster concept into the revised zoning districts that must be drawn up to implement the revised Comprehensive Plan's development areas. Since the Comprehensive Plan calls for density increases to encourage clustering, provided certain design standards are met, cluster lot sizes should be somewhat less than the minimum lots in non-cluster situations. Figure \_\_\_\_, lays out cluster and non-cluster zoning options which incorporates this density incentive.

Since the current rural zoning district is an undifferentiated 1-1/2 lot area covering most of the County, obviously the Comprehensive Plan's implementation will require considerable revisions to the zoning district. Appendix A contains the proposed text revisions to modify the current zoning ordinance to accommodate the new districts. Since its format is rather technical and follows the sequence of the Articles of the Ordinance, it is not easy reading. The important aspects of the Appendix are highlighted in this section of the report so as to ease the reader's passage through the Appendix.

Firstly, the key new residential lot size standards and options are given in a series of tables (Tables 1-4 on pages 5-8). The overall purpose of each new district is given in several intent clauses on pages 2 and 3.

As the rural areas develop, conflicts will arise between various commercial uses and the new residents. To forestall such conflicts and to create a place where such commercial uses can service their rural hinterlands, a new Rural Business district is proposed (the BR-1 Zone). It is somewhat different from the County's current business zone (B1). The current B-1 Zone is oriented towards urban and suburban commercial and retail operations; the BR-1 allows a wider mix of rural service uses that are not now permitted in the B-1 but it also restricts some suburban commercial uses from locating in these rural business zones, such as supermarkets or offices. Table 5 on page 9 of the Appendix describes the essentials of this proposed district.

The reader will recall that clustering was to be allowed subject to certain design standards. These standards are spelled out in the Appendix, Section 5.4(c) on pages 10, 11 and 12. Because the preserved area of a cluster subdivision will, by definition, be adjacent to residential development, certain restrictions on the nature of agricultural uses allowed on it are appropriate. An example in the ordinance is that feedmills must be 200' from lot lines (see (8)b.4 on page 12). Because it is important that homeowners and neighbors have confidence that preserved areas will not be developed in the future, the ordinance spells out easements that are to be recorded with the preservation parcel (see (8) f and g).

The Zoning Ordinance, of course, is not the only source of regulations governing development in Gloucester County. Another important document is the Subdivision Ordinance, which addresses how land is to be subdivided, responsibilities for infrastructure and other items. The second section of the Appendix addresses changes necessitated in the Subdivision Regulations by the new rural zones. (The revisions to the Zoning and Subdivision Regulations also include other changes related to various recommendations in the Comprehensive Plan and not directly related to the rural zone. These will be addressed in other documents.)

One of the characteristics of current rural development in the County is the "stripping" of residential lots along the existing highways. For lots of 5 acres or more, such development is exempt from the Ordinance's street standards and specifications. For the developer, this has the obvious advantage of avoiding road construction lot costs. From the public's perspective, however, it destroys the rural character of the County and the multiple driveways will ultimately affect traffic flow and safety. In addition, where three or fewer lots of 5 acres or more are created in one year, these are exempt from any road improvements other than the provision of a right-of-way. This results in buyers holding lots with no paved road access.

Worse yet, lots are purposely subdivided at a rate of three or less per year as part of the same subdivisions so that, in effect, subdivisions are created without paved roads. Subdivision created at one time with more than three lots do require paved roads, which may be private. The County's experience, however, has been that the maintenance of these roads over time is a problem with Homeowner Association regulations and covenants too poorly structured to enforce maintenance and accountability; the County is usually pressured to come to the aid of residents, fix potholes and provide maintenance.

Because of these problems, the Appendix contains a significant amendment to the Subdivision Regulations that requires all future subdivisions to access public roads (see page 16, insert under Section 15-3). Furthermore, no more than two lots in future subdivisions can take access from an existing major public road. "Major" is defined as a minor collector road or above. Map \_\_\_\_ shows the County road classifications for the Comprehensive Plan Update.

While not directly related to rural development, another significant amendment proposed in the Subdivision Regulations warrants an explanation. It relates to public sewer and water service (Section 15-17, page 16). The areas proposed in the Comprehensive Plan for urban-type density should not be preempted by septic and well developments. Currently, private septic and well systems are allowed anywhere in the County. However, in the interests of ensuring that the Plan is implemented and that the County receives the sewer and water hook-up revenues, the language of the amendment places certain restrictions on septic and well development in future urban areas.

Section 15-34 (page 17) places some limitations on the length of cul-de-sac roads. These are now not limited at all.

Section 15-48 (page 21) adds design standards for lots in rural subdivisions which complement those proposed for the Zoning Ordinance. Section (a) relates to the areas where homes will be located onsite and refers to their "building envelopes". The building envelope is an area within which the house itself will be located, typically 100' wide by 75' deep. Section (b) relates to cluster development.

Since the Zoning and Subdivision Ordinances must be consistent with the Comprehensive Plan, insertions are required in the Plan which relate to and support the preservation of rural character and rural lot and cluster design standards. Therefore Tables 1-3 on pages 18 through 20 are to be added to the Comprehensive Plan to establish principles for the preservation of rural character.

The bottom line message of all these new standards is that rural development in Gloucester County will need to be as carefully designed as urban or suburban developments so that visual quality and reasonable environmental conservation are the results throughout.



**Table \_\_\_\_\_**  
**Comparative Table of New Rural Zoning Districts**

---

**Proposed "Plan" Zoning**

	<b>C-2 (Bayside)</b>	<b>RC-1 (Non-Bayside Rural)</b>	<b>SC-1 (Suburban Countryside)</b>	<b>HC-1 (Hamlet Countryside)</b>
Cluster Density	1 per 5	1 per 4	1 per 1-1/2 Ac	1 per 1
Cluster Lot Size Min-Max	1-2 Ac	1-2 Ac	30,000 - 1 Ac	20,000-35,000
Non-Cluster Min. Lot Size	7.5 Ac	5 Ac	2 Ac	1 Ac

NOAA COASTAL SERVICES CTR LIBRARY



3 6668 14111956 2