



October 24, 2013

TO: Randy Martin, City Manager

FROM: Melissa D. Rollins, Director of Finance

RE: **General Fund Budget Amendments**

Budget Amendment #2014-10

- (1) At the October 14th City Council meeting, Council approved the resolution in support of the USDA Grant in the amount of \$25,000 for a police vehicle. The local match for the grant is \$20,400; the funds are available within appropriated funds in the Police Department FY 13-14 budget.

The request is to transfer \$20,400 from police salary vacancies to the vehicle line item.

- (2) Information Technology is requesting a departmental transfer from equipment to contracted services in the amount of \$12,000 to complete work relative to the upgrade/replacement/integration of the City's servers.

Required Action from Council:

- (1) Amend the FY 13-14 budget to reflect the award of \$25,000 in grant funds from USDA and (2) authorize the transfer of \$20,400 from police personnel to the vehicle line item to cover the local match and (3) appropriate the grant funds for expenditure in FY 13-14.

Budget Amendment #2014-11

The City received a donation in the amount of \$1,000 from the Franklin Garden Club to support the Gateway Enhancement Project. The request is to amend the FY 13-14 Community Development Budget (Gateway Enhancement) to reflect receipt of the donation.

The Department of Planning & Community Development, in collaboration with the Downtown Franklin Association was awarded a grant in the amount of \$7,500 (CSX railroad-\$5,000 and VHCD Downtown Main Street Program- \$2,500). These funds will be remitted to the City from DFA. The request is to amend the FY 13-14 Community Development Budget (Gateway Enhancement) to reflect the grant award.

Required Action from Council:

- (1) Amend the FY 13-14 budget (Gateway Enhancement) to reflect the \$1,000 donation from the Franklin Garden Club and \$7,500 from the Downtown Franklin Association and (2) appropriate the funds for expenditure in FY 13-14.

BUDGET AMENDMENT & TRANSFER 2014-10

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FRANKLIN, VIRGINIA that the 2013-2014 General Fund Budget is hereby amended to recognize additional grant funds:

BUDGET AMENDMENT						
REVENUE			GENERAL FUND			
				2013-2014	Amended	Increase
				Budget	Budget	(Decrease)
100	33010	62	Police Grant	\$ -	\$ 25,000.00	\$ 25,000.00
			TOTAL REVENUE			\$ 25,000.00
EXPENSES			GENERAL FUND			
100	31100	8105	Police Vehicles	\$ -	\$ 25,000.00	\$ 25,000.00
			TOTAL EXPENSES			\$ 25,000.00
BUDGET TRANSFERS						
100	31100	1101	Police Salaries	\$ 1,463,529.00	\$ 1,443,129.00	\$ (20,400.00)
100	31100	8105	Police Vehicles	\$ 25,000.00	\$ 45,400.00	\$ 20,400.00
100	12560	8200	PEG Channel Equipment	\$ 24,615.00	\$ 12,615.00	\$ (12,000.00)
100	12560	3133	Contracted Services	\$ 16,000.00	\$ 28,000.00	\$ 12,000.00

(1) To amend the budget to reflect \$25,000 in USDA grant funds for the acquisition of a police vehicle, to authorize the transfer of \$20,400 from personnel vacancies to cover the required local match and to appropriate grant funds for expenditure.

(2) To transfer \$12,000 from Information Technology equipment to contractual services.

*Certified copy of resolution adopted by
Franklin City Council*

Clerk to the City Council

OLD/NEW BUSINESS

- A. Resolution of Support for MAP 21 Grant Application for Multi-Use Path**
- B. Resolution Authorizing VDOT Revenue Sharing Road Improvement Program Local Match**
- C. Blackwater Regional Library Contract Renewal Update**
- D. Water Storage Tank Asset Management & Full Maintenance Service RFP Results**
- E. City Manager's Report**



**DEPARTMENT OF COMMUNITY DEVELOPMENT
PLANNING - BUILDING INSPECTIONS – ZONING**

TO: MEMBERS OF CITY COUNCIL
From: Donald Goodwin, CBO, CFM, Director of Community Development
Subject: Staff Report for the MAP-21 Grant Application Resolution (Multi-Use Path)
Date: October 23, 2013

This public hearing is being held in conjunction with the proposed submittal of an application for grant funding through the Moving Ahead for the 21st Century (MAP 21) transportation enhancement program. This grant funding request is being made so as to perhaps have the opportunity to include facilities for non-motorized transportation options in an on-going project on Fairview Drive.

In 2006, the City Council approved a zoning map amendment for property on Fairview Drive to facilitate the construction of a physician's office. One of the proffers included with that request provided for the construction of a sidewalk, curb and gutter, and stormwater improvements along the length of the property. Plans for those improvements, as well as similar improvements along Fairview Drive in front of the Health Department and the hospital, have been created, so as to provide for a complete project. The City will finance some of that work and the proffer will provide for payment for a portion.

In 2009 the City adopted a Bicycle and Pedestrian Plan, outlining proposed short-, medium-, and long- term improvements to the bike and pedestrian facilities in the City. That plan provides for a shared use path adjacent to the street along North High Street and Fairview Drive, the area this project was going to impact. The plan also provides for a signed bike route along Crescent Drive. With some funding available from the proffer and some engineering done for the project, it was decided that it would make sense to seek further funding through the MAP 21 program to implement this portion of the City's plan. One of the requirements in the grant process requires a public hearing and resolution of support from Franklin.

The project for the shared use path and signed bike path is foreseen as multi-year. Funding in this first request is for master planning and the creation of engineering drawings for construction. Funding requests for construction will be submitted in subsequent years. It is planned that there will be a new ten-foot wide multi-use path along the western side of North High Street from the entrance to the Village at Woods Edge south to Fairview Drive, including improvements to the existing stormwater facilities. There is already a four-foot wide sidewalk along Fairview that abuts the curb. It is planned that sidewalk will be augmented to make it into a ten-foot wide path, from North High Street west to Crescent Drive. Along Crescent Drive there is a three-foot wide sidewalk that is planned for improvement to a five-foot wide ADA compliant sidewalk, with a marked bike lane on the street. The sidewalk would abut Crescent Drive up to the high school, and the marked bike lane would continue along Crescent to Myrtle Drive to Old Sedley Road and connect to the bike lane now being installed in conjunction with the improvements along Hunterdale Road.

This will provide safe bike and pedestrian facilities to residential neighborhoods, the hospital and medical complex, the health department, the high school and the YMCA, as well as to I-Ride stops. The proposed improvements will also make improvements in the stormwater management facilities much of the length of the path, improvements that are needed and partially funded by the City's Public Works Department budget. Using grant funding to supplement the proffer contributions and funds provided by the City will help the project be completed more quickly than relying on City funding alone. Your resolution of support for the grant submittal is requested.

CITY OF FRANKLIN
DEPARTMENT OF COMMUNITY DEVELOPMENT
207 WEST SECOND AVENUE, FRANKLIN VIRGINIA 23851
OFFICE: 757-562-8580 FAX: 757-562-0870

Notice of Public Hearing

The Franklin City Council will hold a public hearing on Monday October 28, 2013 at 7:00 PM during their regular City Council meeting in Council Chambers located at 207 West Second Avenue, Franklin VA for consideration of an application and resolution of support for VDOT Moving Ahead for Progress in the 21st Century (MAP 21) transportation alternatives grant funding for a multi-use path project. The proposed path is to be located along portions of Fairview Drive and North High Street as outlined in Franklin Bicycle and Pedestrian Master Plan adopted in March 2009. The public hearing is to be held at a public facility designed to be accessible to persons with disabilities. Any persons with questions concerning the accessibility of the facility or those who have need for reasonable accommodations should contact Donald Goodwin, Director of Community Development at (757) 562-8580. Persons needing interpreter services for the deaf must notify Mr. Goodwin at least seven (7) days in advance of the hearing.

By Donald E. Goodwin, Director of Community Development

**Transportation Alternatives Project Endorsement Resolution for the
Fairview Area Multi – Use Path**

Whereas, in accordance with the Commonwealth Transportation Board construction allocation procedures, it is necessary that a resolution be received from the sponsoring local jurisdiction or agency requesting the Virginia Department of Transportation to establish a Transportation Alternatives project in the City of Franklin.

Now, Therefore, Be It Resolved, that the City of Franklin, requests the Commonwealth Transportation Board to establish a project for the Fairview Area Multi-Use Path.

Be It Further Resolved, that if funded the City hereby agrees to provide a minimum 20 percent matching contribution for this project.

Be It Further Resolved, that the City hereby agrees to enter into a project administration agreement with the Virginia Department of Transportation and provide the necessary oversight to ensure the project is developed in accordance with all state and federal requirements for design, right of way acquisition, and construction of a federally funded transportation project.

Be It Further Resolved, that the City will be responsible for maintenance and operating costs of any facility constructed with Transportation Alternatives Program funds unless other arrangements have been made with the Department.

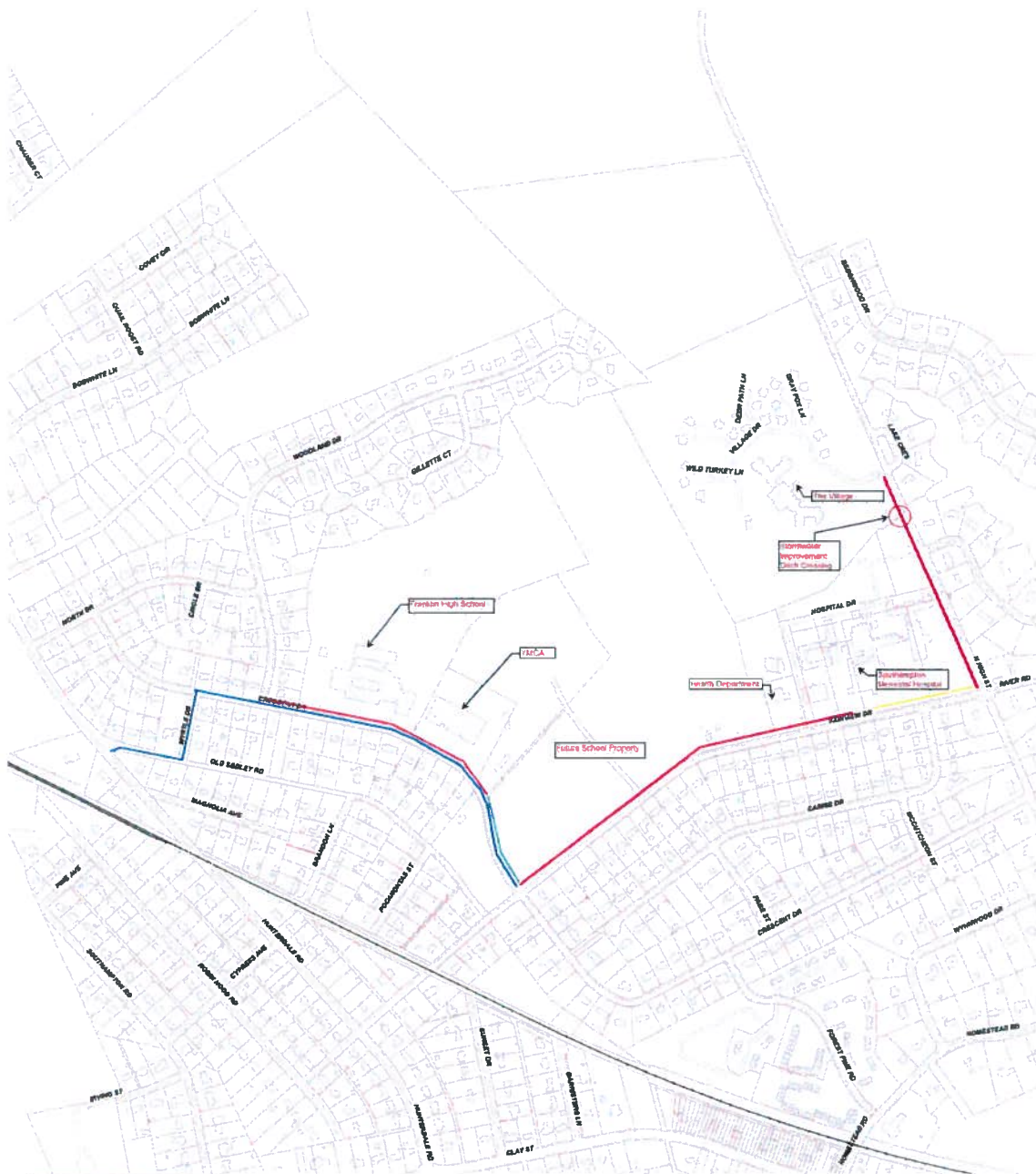
Be It Further Resolved, that if the City subsequently elects to cancel this project the City hereby agrees to reimburse the Virginia Department of Transportation for the total amount of costs expended by the Department through the date the Department is notified of such cancellation. The City also agrees to repay any funds previously reimbursed that are later deemed ineligible by the Federal Highway Administration.

Adopted this 28th day of October, 2013

Raystine Johnson – Ashburn, Mayor

ATTEST: _____
R. Randy Martin, Clerk

Fairview Area Multi - Use Path Work Map



Legend

- Parcel Lines
- building
- Road Names
- Railroad
- Road
- Building Footprints
- City Boundary



- 10' Multi-Use Path
- ADA #1 to existing sidewalk
- Existing Sidewalk
- Permission Sidewalk Encroachment for ADA



Map prepared by the
Department of Community Development
October 22, 2013



*Office Of The City Attorney
H. Taylor Williams, IV*

October 23, 2013

From: H. Taylor Williams, IV, City Attorney

To: Members of City Council

Re: Hunterdale Road improvements between Clay Street
and the Norfolk & Southern Railroad

The Hunterdale Road improvement project between Clay Street and the Norfolk & Southern Railroad is set to go to bids at the first of 2014. Funding has been allocated by VDOT and the City. VDOT has estimated there will be a short fall in funding of \$111,316.00. The City has made application for revenue sharing funding in the amount of \$55,658.00 which represents one half of the shortfall. Once the application has been considered by VDOT the City Manager will request a budget amendment for the amount of the funding shortfall after consideration of the application for revenue sharing. Attached is a proposed Resolution to go with the application, which has already been submitted to VDOT.

H. Taylor Williams, IV



RESOLUTION # 2012-26

WHEREAS, the City Council for the City of Franklin, Virginia desires to submit an application for an allocation of revenue sharing funds based on a need for One Hundred Eleven Thousand, Three Hundred Sixteen Dollars (\$111,316.00) through the Virginia Department of Transportation Fiscal Year 2014, Revenue Sharing Program; and,

WHEREAS, Fifty Five Thousand Six Hundred Fifty Eight Dollars (\$55,658.00) represents the maximum to be requested to fund State Project Number UPC # 94325, Hunterdale Road restoration and improvements between Clay Street and the Norfolk & Southern Railroad; now, therefore,

BE IT RESOLVED THAT the City Council for the City of Franklin, Virginia hereby supports this application for an allocation of revenue sharing funds in the amount of Fifty Five Thousand, Six Hundred Fifty Eight Dollars (\$55,658.00) through the Virginia Department of Transportation Revenue Sharing Program.

BE IT FURTHER RESOLVED THAT the City Council of the City of Franklin, Virginia hereby grants authority to R. Randy Martin, City Manager to execute project administration agreements for any approved revenue sharing projects.

ADOPTED this 28th day of October, 2013, at a regularly scheduled meeting of the City Council for the City of Franklin, Virginia, on a motion by _____ seconded by _____, the following Resolution was adopted by a vote of ___ Yea to ___ Nay with ___ absent.

A COPY ATTEST:



R. Randy Martin
City Manager

October 24, 2013

To: Mayor & City Council
From: R. Randy Martin, City Manager
Subject: Updated Blackwater Regional Library Contract Documents

Background

Upon meeting with Blackwater Regional Library officials in 2012, it was observed that the original contract entered into by all the local governments that comprise the Regional Library System dated January 17, 2007 had never been updated. The contract does not expire, but units of government may choose to give notice and withdraw. Blackwater Regional Library staff indicated their desire to update the contract. The Mayor, Vice-Mayor and I had conversations with library staff during the period to address budgetary concerns. The Vice-Mayor communicated a suggestion that library officials consider options for the funding formula in the contract to hopefully reduce the likelihood of significant fluctuations from year to year on the share paid by members as has occurred over the years. The contract provides currently that a member jurisdiction can petition other members at any time to modify the formula for future years, therefore, the contract does not have to be altered to allow for a future change if all units agree to a modification.

Request

Enclosed is a copy of the proposed updated version of the contract, as well as, a copy of the original contract for background. Regional Library Director, Yvonne Hilliard-Bradley has advised me that all the other four units of government have approved the revised contract as presented. They request Franklin likewise approve it. Mrs. Hilliard-Bradley advised me that the contract proposed essentially stays the same as the original. In her words, the update "removes wording pertaining to the fact that the 2007 contract was the first one between the Regional Library and the localities; circulation and population figures noted in order to provide examples of locality shares of the budget; historical funding information, etc." They also "attempted to delete redundancies and simplify language where possible" according to Mrs. Hilliard-Bradley.

A copy of the proposed update has been given to the City Attorney for review. The City Attorney and I have reviewed the proposed revisions and we concur that the changes do not alter the contract in any substantive way. I recommend the Council approve the updated contract. This contract action has no impact on the current year or future budgets since the formula remains unchanged.

Recommended Action: Consider approval of the updated contract effective July 1, 2013 to put it on the fiscal year basis and authorize the City Manager to execute the document.

THIS CONTRACT is made and entered into this 17th day of January, 2007, by and among the **CITY OF FRANKLIN, VIRGINIA** ("Franklin"), **ISLE OF WIGHT COUNTY, VIRGINIA** ("Isle of Wight"), **SOUTHAMPTON COUNTY, VIRGINIA** ("Southampton"), **SURRY COUNTY, VIRGINIA** ("Surry"), and **SUSSEX COUNTY, VIRGINIA** ("Sussex"), each of which is hereinafter referred to as a "Participating Locality", and all of which are hereinafter collectively referred to as "Participating Localities", and the **BOARD OF TRUSTEES FOR THE BLACKWATER REGIONAL LIBRARY** ("Board of Trustees").

RECITATIONS:

- R-1** The Participating Localities are members of the Blackwater Regional Library ("Regional Library"), a regional free library system for the areas ("Region") of the Participating Localities.
- R-2** The Participating Localities have heretofore contracted for the funding and operation of the Regional Library.
- R-3** The Participating Localities have concluded that it would be to their mutual benefit to enter into a new contract for the terms and conditions on which the Regional Library shall be funded and operated, the membership of the Board of Trustees shall be determined, and other relevant matters shall be addressed.
- R-4** Because the Participating Localities have heretofore established a regional free library system, the Board of Trustees must agree to the terms hereof.
- R-5** The Participating Localities and the Board of Trustees make and enter into this contract for the purpose of evidencing the terms and conditions agreed to among them for the future establishment and maintenance of a regional free library system.

WITNESSETH: That for and in consideration of the mutual and reciprocal benefits inuring to the parties hereunder, and in further consideration of the duties imposed upon the parties hereby, the parties covenant and agree as follows:

1. CREATION OF REGIONAL LIBRARY: The Participating Localities, each of which has qualified for participation in the State's regional library program, all of which have heretofore been recognized as a Region by the State Library Board, and each of which has heretofore made the minimum local appropriation of funds recommended by the State Library Board, hereby exercise their statutory authority to enter into this contract to ratify and reaffirm their creation of the Board of Trustees to administer and control the Regional Library services within the Region.

2. MEMBERSHIP OF BOARD OF TRUSTEES:

- a.** The members of the Board of Trustees shall be appointed by the respective governing bodies of the Participating Localities.

- b. The Participating Localities have agreed that there shall be fifteen (15) members on the Board of Trustees, appointed as follows: six (6) members by the governing body of Isle of Wight; three (3) members by the governing body of Southampton; three (3) members by the governing body of Franklin; one (1) member by the governing body of Surry; and two (2) members by the governing body of Sussex.
- c. At present there are fourteen (14) positions on the Board of Trustees, thirteen (13) of which are filled and one (1) of which is vacant. To increase the membership to a total of fifteen (15), and to implement the proportional representation provided for herein, future appointments to the Board of Trustees shall be made as follows:
- i. Each of the thirteen (13) members currently serving on the Board of Trustees shall continue to serve until the expiration of his or her current term of office. The two current terms of office which will expire on June 30, 2007, will be filled by the appointments hereinbelow provided.
 - ii. Prior to June 30, 2007, Isle of Wight shall appoint three (3) members, each of which terms of office shall commence on July 1, 2007, and one of which terms shall extend to and through June 30, 2009, one of which terms shall extend to and through June 30, 2010, and the other of which terms shall extend to and through June 30, 2011.
 - iii. Prior to June 30, 2007, Franklin shall appoint one (1) member whose term of office shall commence on July 1, 2007, and extend to and through June 30, 2011.
- d. After the appointments identified in paragraph "c" have been made, future appointments shall be made prior to the expiration of the term of office of each Trustee, and each such appointment shall be made by the Participating Locality whose governing body appointed the Trustee whose term is expiring.
- e. Except for the appointments specifically provided for in paragraph 2.c.ii. hereof, each appointment made to fill a vacancy created by an expired term of office shall be made for a term of four (4) years.
- f. Each appointment made to fill an unexpired term of office shall be for the remaining term of the vacant office.

- g. No member shall be eligible to serve more than two (2) successive terms; however, if a member is appointed to fill an unexpired term, that appointee shall be eligible for appointment to two (2) full successive terms.
- h. Using the Cost Sharing Formula defined in paragraph 4.a. hereof, the proportional representation on the Board of Trustees by each Participating Locality shall be reviewed every five (5) years by the Board of Trustees, and revised if necessary. Any changes in membership resulting from such revisions shall be implemented to ensure that each Board member then serving shall be entitled to complete his or her current term of office. The first such review will be performed as soon as is reasonably possible following the Fiscal Year which ends on June 30, 2012, and a like review will be performed every five (5) years thereafter (e.g., June 30, 2017; June 30, 2022).
- i. A Fiscal Agent shall be selected by the Board of Trustees, and the Fiscal Agent selected shall be compensated an amount determined by agreement between the Fiscal Agent and the Board of Trustees.

3. POWERS AND DUTIES OF BOARD OF TRUSTEES:

- a. No member shall receive a salary for service on the Board of Trustees.
- b. A member of the Board of Trustees may be removed for misconduct, or neglect of duty, by the governing body which appointed that member. After conclusion of each Fiscal Year, the Board of Trustees shall provide to the governing body for each Participating Locality a report of the Board of Trustees' meetings conducted, and the attendance at each such meeting by the Board of Trustees members from the Participating Locality to which such report is submitted, for the immediately-preceding Fiscal Year.
- c. The members of the Board of Trustees shall elect officers, and adopt such By-Laws, rules and regulations for their own guidance, and for the governing of the regional free library system, as may be expedient.
- d. The Board of Trustees shall have control of expenditure of all monies credited to the regional free library fund.
- e. The Board of Trustees shall have the right to accept donations and bequests of money, personal property or real estate for the establishment and maintenance of the regional free library system, or endowments therefor.
- f. The Board of Trustees shall have the authority to execute contracts with the State Library Board, with the library boards (if any) of the Participating Localities, and any and all other agencies for the purpose of administering a public library service within the Region, including contracts concerning

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allocation and expenditure of funds, to the same extent as the library board of any one of the Participating Localities would be so authorized.

- g.** The Board of Trustees shall have the authority to sell surplus assets, including real estate, of the Board of Trustees. Any proceeds from such sales (unless restricted by the donor thereof) must be expended equitably for the benefit of the Regional Library's entire service area.
- h.** The Board of Trustees shall employ a Regional Library Director who meets state certification requirements, shall provide adequate salary scale and fringe benefits for all Regional Library employees, shall adopt personnel policies, shall recommend qualifications and candidates for appointment to the Board of Trustees and advise each Participating Locality of pending appointments, shall provide orientation information for new appointees to the Board of Trustees, and shall maintain an ongoing performance appraisal process for the Regional Library Director.
- i.** The Board of Trustees shall have the authority to determine all matters of policy for the regional library system (e.g., days and hours of operation).

4. FUNDS AND EXPENSES OF REGIONAL LIBRARY:

- a.** The Participating Localities have agreed on a formula ("Cost Sharing Formula") which shall be used to apportion among them the expenses of the Regional Library. As used herein, the word "expenses" ("Expenses") shall mean all costs which the Board of Trustees has authorized the Regional Library to incur.
- b.** The Board of Trustees shall prepare and present to the Participating Localities a yearly revenue and expenditure budget in accordance with the formatting requirements of the Participating Localities, generally in accordance with the Uniform Financial Reporting System of the Auditor of Public Accounts for the Commonwealth of Virginia.
- c.** The population figures for the Cost Sharing Formula shall be taken from the Federal Census or statistics from the Weldon Cooper Center for Public Service, whichever is more current as of January 1 of each year.
- d.** The circulation figures for the Cost Sharing Formula shall be the actual annual circulation for the most recent Fiscal Year. The circulation figures shall include the actual Bookmobile circulation for each Participating Locality.
- e.** The Cost Sharing Formula shall be used to apportion costs among the Participating Localities for each Fiscal Year, beginning with FY08 (i.e., the Fiscal Year beginning July 1, 2007, and extending through June 30, 2008).

The share of each Participating Locality's costs for each Fiscal Year shall be determined as follows: [(Participating Locality's circulation for prior Fiscal Year) divided by (Regional Library's total circulation for prior Fiscal Year) times (2)] PLUS [(Participating Locality's population) divided by (total population of all Participating Localities)] DIVIDED BY [3] EQUALS [Participating Locality's share of Regional Library costs].

- f. **EXAMPLE:** Using circulation figures for FY06, and population figures for calendar year 2005 (i.e., population figures available for each Participating Locality as of January 1, 2006, or the closest date thereto for which such figures are available), and applying to those figures the Cost Sharing Formula set forth in paragraph 4.e., each Participating Locality's share of Expenses for FY08 would be as follows:

i.	Isle of Wight	43.00%
ii.	Franklin	19.00%
iii.	Southampton	18.00%
iv.	Sussex	13.00%
v.	Surry	7.00%

- g. The Cost Sharing Formula set forth in paragraph 4.e. hereof shall remain in effect until modified by the Participating Localities, as follows:

- i. If the Participating Localities agree upon a modified Cost Sharing Allocation, the modified Cost Sharing Formula shall become effective on the first day of the next-following July, or such other date as is determined by agreement of all Participating Localities.
- ii. If a Participating Locality seeks a modification of the Cost Sharing Formula, the then-current Cost Sharing Formula shall remain in effect unless and until terms of a modified Cost Sharing Formula have been approved by all Participating Localities.

- h. The Board of Trustees shall designate a fiscal agent ("Fiscal Agent") which shall have custody of those funds of the Regional Library which are not designated and/or set aside in specific funds (e.g., an endowment created by gift for a specific purpose). The Board of Trustees shall have custody and control of all funds which are so designated and/or set aside. Restricted and/or designated funds shall remain under the control of the Board of Trustees, and invested pursuant to directives of the Board of Trustees. The Treasurer for Southampton currently serves as the Fiscal Agent, and shall continue to serve in that capacity unless and until the Board of Trustees acts to change the Fiscal Agent. On or before March 31, 2007, the Board of Trustees shall enter into an agreement which designates a Fiscal Agent, sets

forth the duties of that Fiscal Agent, and sets forth the compensation to be paid for such services, for a term which commences on July 1, 2007, and extends through June 30, 2010. No later than the last day of each March which immediately precedes the termination date of the then-current agreement with such Fiscal Agent, the Board of Trustees shall enter into a new agreement for a three-year term. Each such agreement with a Fiscal Agent shall provide that if a new agreement has not been finalized at least three (3) months prior to the scheduled termination date, all terms and conditions of the then current agreement shall be automatically extended for an additional term of one (1) year. Each such one-year renewal term shall have a termination date of June 30.

- i. The Treasurers, or other financial officers of the Participating Localities, shall transfer quarterly to the Finance Director/Director of Operations for the Regional Library ("Finance Director"), all monies collected, or appropriated, by such Participating Localities for library services. The Finance Director shall forward such funds to the Fiscal Agent.
- j. Historically the quarterly contributions due from some Participating Localities have been remitted in part by that Participating Locality and in part by one or more Towns within that Participating Locality. That practice may, at the option of such Participating Locality, continue; however, it shall be the responsibility of each Participating Locality to ensure that the total received by the Regional Library from such Participating Locality and its contributing Towns shall total the amount due from such Participating Locality, as determined hereunder.
- k. Each Participating Locality shall process the Regional Library funding request through its normal annual budget procedures with appropriate notice of any public hearings being given to the Board of Trustees and, in the event a recommendation to appropriate funds at a level less than requested is being made or anticipated, the Participating Locality shall provide an opportunity to the Board of Trustees to be heard.
- l. In the event any Participating Locality chooses to appropriate funds at a level lower than requested, the Board of Trustees shall have the right to reduce or freeze service levels within the Participating Locality proportionately in accordance with the funding reduction. The governing body of the Participating Locality may make an evaluation and indicate the particular areas of service it wishes reduced or frozen, but final decisions concerning reduction shall rest solely with the Board of Trustees. To the extent possible, any reduction or elimination of services to a Participating Locality shall be imposed proportionally among all Regional Library branches operated in such Participating Locality

- m. The Board of Trustees shall furnish a detailed report of the receipts and disbursements of all funds at a regular meeting of the governing body of every Participating Locality after the close of the Commonwealth's Fiscal Year.
- n. The Board of Trustees shall furnish the same report to The Library of Virginia.
- o. The Finance Director of the Regional Library shall be bonded in an amount determined by the Board of Trustees. The Board of Trustees shall authorize payment of the bond premiums from Regional Library funds, and may authorize payment of the bond premiums from state aid library funds.
- p. Donations of money or property which are conditioned on use by, or at, a specific branch may be accepted as conditioned, and once accepted such condition shall be honored by the Board of Trustees.

5. WITHDRAWAL FROM THE REGIONAL LIBRARY:

- a. No Participating Locality shall have the right to withdraw as a member of the Regional Library without affording two (2) years' notice to the other Participating Localities, and to the Board of Trustees.
- b. If a Participating Locality withdraws from participation as a member of the Regional Library, it shall not be entitled to possession or ownership of any Regional Library assets, even though the withdrawing locality may have contributed to the acquisition cost of such Regional Library asset.
- c. The Participating Localities hereby covenant and agree that except for interest in real estate, all Regional Library assets are owned by the Regional Library, and the Participating Localities have no ownership interest therein.

6. JOINDER BY NEW LOCALITY: The Regional Library will entertain requests from new localities to become a member of the Regional Library. The Board of Trustees shall determine the terms and conditions on which such new locality may become a member of the Regional Library. The proposed joinder shall be conditioned on the new locality accepting all terms and conditions hereof, as now in effect and as hereafter revised, and shall require approval by the Board of Trustees, and by the governing body of each Participating Locality.

7. OWNERSHIP/MAINTENANCE OF REGIONAL LIBRARY FACILITIES:

- a. Each Participating Locality shall own or lease the Real Property within that Participating Locality which is used for Regional Library purposes ("Library Real Estate"). Such Library Real Estate shall be provided for use

by the Regional Library at no cost to it (e.g., the Participating Localities shall pay all costs incurred for such Real Property, including liability insurance, repairs, maintenance, provision of utility service, provision of janitorial service, maintenance of parking and other exterior areas, etc.).

- b. Each Participating Locality shall report to the Regional Library, as soon as possible following the conclusion of each Fiscal Year, all costs incurred by such Participating Locality for Regional Library purposes during such Fiscal Year. Such costs shall be reported by the Regional Library to the State Library Board as "in-kind" support, which shall be used to calculate the state aid due to the Regional Library.

8. PARTICIPATING LOCALITIES' RIGHT TO ADD NEW LIBRARY FACILITIES AND EXPAND OR REPLACE EXISTING FACILITIES:

- a. Each Participating Locality shall have the right to provide new Regional Library facilities (i.e., Real Property and Personal Property, hereinafter together collectively referred to as "Facilities"), or to expand or replace existing Facilities. The Participating Locality which provides such new/expanded/replacement Facilities shall bear all cost increases incurred in connection with such new/expanded/replacement Facilities for the remainder of the Fiscal Year in which such new/expanded/replacement Facilities begin operation, and shall continue to bear all such costs until such time as state aid, administered through the State Library, begins providing reimbursement for such Participating Locality's costs arising from the new/expanded/replacement Facilities.
- b. For so long as the Participating Locality is bearing the costs referred to in paragraph 8.a. hereof, the circulation increase generated at such new/expanded/replacement Facilities shall not be included in the computation of that Participating Locality's share of Regional Library costs.
- c. Once such Participating Locality's duty to pay all such cost increases have ended, all costs thereafter incurred in connection with such new/expanded/replacement Facilities shall be apportioned among the Participating Localities.

9. EFFECTIVE DATE OF CONTRACT; TERMINATION OF PRIOR CONTRACTS; TRANSITIONAL PROVISIONS:

- a. On July 1, 2007, all terms and conditions hereof shall become effective, whereupon all terms and conditions of existing contracts among the Participating Localities and the Board of Trustees shall automatically terminate.

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b. Until July 1, 2007, the Regional Library shall continue to be operated under current contracts and practices.

10. **CONTROLLING LAW:** The parties acknowledge that the terms and conditions hereof shall be interpreted, construed and enforced under the laws of the Commonwealth of Virginia.

11. **MODIFICATIONS OR AMENDMENTS:** The parties agree that any modification or amendment of this contract shall be in writing signed by all parties before such modification or amendment shall have force or effect.

12. **BINDING AGREEMENT:** The terms and conditions of this contract shall be binding on the parties hereto, their assigns and other successors in title.

IN WITNESS WHEREOF, each Participating Locality, and the Board of Trustees, has caused this contract to be duly executed on its behalf in counterparts, with the express provision that the six (6) separate signature pages hereto, taken together, shall constitute one complete document, binding among all parties.

[SEE ATTACHED SIGNATURE PAGES]

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On behalf of Isle of Wight County, Virginia, the undersigned signature constitutes the duly authorized execution of the contract dated January 17, 2007, by and among the City of Franklin, Virginia, Isle of Wight County, Virginia, Southampton County, Virginia, Surry County, Virginia, Sussex County, Virginia, and the Board of Trustees for the Blackwater Regional Library, which contract consists of fifteen (15) pages.

ISLE OF WIGHT COUNTY, VIRGINIA

By: [Signature]
Title: Chairman, Board of Supervisors

Attest:
[Signature]
Carey Mills Storm
Clerk

Approved as to form:
[Signature]
A. Paul Burton
Interim County Attorney

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

On behalf of Southampton County, Virginia, the undersigned signature constitutes the duly authorized execution of the contract dated January 17, 2007, by and among the City of Franklin, Virginia, Isle of Wight County, Virginia, Southampton County, Virginia, Surry County, Virginia, Sussex County, Virginia, and the Board of Trustees for the Blackwater Regional Library, which contract consists of fifteen (15) pages.

SOUTHAMPTON COUNTY, VIRGINIA

By: *[Handwritten Signature]*
Title: COUNTY ADMINISTRATOR

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

On behalf of Surry County, Virginia, the undersigned signature constitutes the duly authorized execution of the contract dated January 17, 2007, by and among the City of Franklin, Virginia, Isle of Wight County, Virginia, Southampton County, Virginia, Surry County, Virginia, Sussex County, Virginia, and the Board of Trustees for the Blackwater Regional Library, which contract consists of fifteen (15) pages.

SURRY COUNTY, VIRGINIA

By:

Title:

Tyron L. Franklin
County Administrator

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

On behalf of Sussex County, Virginia, the undersigned signature constitutes the duly authorized execution of the contract dated January 17, 2007, by and among the City of Franklin, Virginia, Isle of Wight County, Virginia, Southampton County, Virginia, Surry County, Virginia, Sussex County, Virginia, and the Board of Trustees for the Blackwater Regional Library, which contract consists of fifteen (15) pages.

SUSSEX COUNTY, VIRGINIA

By: Mary E. Jones
Title: County Administrator

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

SLAYTON, BAIN & CLARY
411 S. HICKS STREET
P.O. BOX 680
RENOUVILLE, VA 23068

On behalf of the Board of Trustees for the Blackwater Regional Library, the undersigned signature constitutes the duly authorized execution of the contract dated January 17, 2007, by and among the City of Franklin, Virginia, Isle of Wight County, Virginia, Southampton County, Virginia, Surry County, Virginia, Sussex County, Virginia, and the Board of Trustees for the Blackwater Regional Library, which contract consists of fifteen (15) pages.

**BOARD OF TRUSTEES FOR THE
BLACKWATER REGIONAL LIBRARY**

By: Jane Fleming
Title: Chairperson

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

THIS CONTRACT is made and entered into this 17th day of April, 2013, by and among the **CITY OF FRANKLIN, VIRGINIA** ("Franklin"), **ISLE OF WIGHT COUNTY, VIRGINIA** ("Isle of Wight"), **SOUTHAMPTON COUNTY, VIRGINIA** ("Southampton"), **SURRY COUNTY, VIRGINIA** ("Surry"), and **SUSSEX COUNTY, VIRGINIA** ("Sussex"), each of which is hereinafter referred to as a "Participating Locality", and all of which are hereinafter collectively referred to as "Participating Localities", and the **BOARD OF TRUSTEES FOR THE BLACKWATER REGIONAL LIBRARY** ("Board of Trustees").

RECITATIONS:

- R-1** The Participating Localities are members of the Blackwater Regional Library ("Regional Library"), a regional free library system for the areas ("Region") of the Participating Localities.
- R-2** The Participating Localities have heretofore contracted for the funding and operation of the Regional Library.
- R-3** The Participating Localities have concluded that it would be to their mutual benefit to contract for the terms and conditions on which the Regional Library shall be funded and operated, the membership of the Board of Trustees shall be determined, and other relevant matters shall be addressed.
- R-4** Because the Participating Localities have heretofore established a regional free library system, the Board of Trustees must agree to the terms hereof.
- R-5** The Participating Localities and the Board of Trustees make and enter into this contract for the purpose of evidencing the terms and conditions agreed to among them for the future establishment and maintenance of a regional free library system.

WITNESSETH: That for and in consideration of the mutual and reciprocal benefits inuring to the parties hereunder, and in further consideration of the duties imposed upon the parties hereby, the parties covenant and agree as follows:

- 1. EFFECTIVE DATE:** The terms and conditions hereof shall be effective on July 1, 2013, and shall thereafter remain in effect until this Contract is terminated, or revised, in accordance with the terms and conditions hereof.
- 2. CREATION OF REGIONAL LIBRARY:** The Participating Localities, each of which has qualified for participation in the State's regional library program, all of which have heretofore been recognized as a Region by the State Library Board, and each of which has heretofore made the minimum local appropriation of funds recommended by the State Library Board, hereby exercise their statutory authority to enter into this contract to ratify and reaffirm their creation of the Board of Trustees to administer and control the Regional Library services within the Region.

3. MEMBERSHIP OF BOARD OF TRUSTEES:

- a. The members of the Board of Trustees shall be appointed by the respective governing bodies of the Participating Localities.
- b. The Participating Localities have agreed that there shall be fifteen (15) members on the Board of Trustees, appointed as follows: six (6) members by the governing body of Isle of Wight; three (3) members by the governing body of Southampton; three (3) members by the governing body of Franklin; one (1) member by the governing body of Surry; and two (2) members by the governing body of Sussex.
- c. Appointments shall be made prior to the expiration of the term of office of each Trustee, and each such appointment shall be made by the Participating Locality whose governing body appointed the Trustee whose term is expiring.
- d. Each appointment made to fill a vacancy created by an expired term of office shall be made for a term of four (4) years. When a term of office expires that office shall remain vacant until the vacancy is filled through appointment by the appropriate locality.
- e. Each appointment made to fill an unexpired term of office shall be for the remaining term of the vacant office.
- f. No member shall be eligible to serve more than two (2) successive terms; however, if a member is appointed to fill an unexpired term, that appointee shall be eligible for appointment to two (2) full successive terms.
- g. A Fiscal Agent shall be selected by the Board of Trustees, and the Fiscal Agent selected shall be compensated an amount determined by agreement between the Fiscal Agent and the Board of Trustees.

3. POWERS AND DUTIES OF BOARD OF TRUSTEES:

- a. No member shall receive a salary for service on the Board of Trustees.
- b. A member of the Board of Trustees may be removed for misconduct, or neglect of duty, by the governing body which appointed that member. After conclusion of each Fiscal Year, the Board of Trustees shall provide to the governing body for each Participating Locality a report of the Board of Trustees' meetings conducted, and the attendance at each such meeting by the Board of Trustees members from the Participating Locality to which such report is submitted, for the immediately-preceding Fiscal Year.

- c. The members of the Board of Trustees shall elect officers, and adopt such By-Laws, rules and regulations for their own guidance, and for the governing of the regional free library system, as may be expedient.
- d. The Board of Trustees shall have control of expenditure of all monies credited to the regional free library fund.
- e. The Board of Trustees shall have the right to accept donations and bequests of money, personal property or real estate for the establishment and maintenance of the regional free library system, or endowments therefor.
- f. The Board of Trustees shall have the authority to execute contracts with the State Library Board, with the library boards (if any) of the Participating Localities, and any and all other agencies for the purpose of administering a public library service within the Region, including contracts concerning allocation and expenditure of funds, to the same extent as the library board of any one of the Participating Localities would be so authorized.
- g. The Board of Trustees shall have the authority to sell surplus assets, including real estate, of the Board of Trustees. Any proceeds from such sales (unless restricted by the donor thereof) must be expended equitably for the benefit of the Regional Library's entire service area.
- h. The Board of Trustees shall employ a Regional Library Director who meets state certification requirements, shall provide adequate salary scale and fringe benefits for all Regional Library employees, shall adopt personnel policies, shall recommend qualifications and candidates for appointment to the Board of Trustees and advise each Participating Locality of pending appointments, shall provide orientation information for new appointees to the Board of Trustees, and shall maintain an ongoing performance appraisal process for the Regional Library Director.
- i. The Board of Trustees shall have the authority to determine all matters of policy for the regional library system (e.g., days and hours of operation).

4. FUNDS AND EXPENSES OF REGIONAL LIBRARY:

- a. The Participating Localities have agreed on a formula ("Cost Sharing Formula") which shall be used to apportion among them the expenses of the Regional Library. As used herein, the word "expenses" ("Expenses") shall mean all costs which the Board of Trustees has authorized the Regional Library to incur.
- b. The Board of Trustees shall prepare and present to the Participating Localities a yearly revenue and expenditure budget in accordance with the formatting requirements of the Participating Localities, generally in

accordance with the Uniform Financial Reporting System of the Auditor of Public Accounts for the Commonwealth of Virginia.

- c. The population figures for the Cost Sharing Formula shall be taken from the Federal Census or statistics from the Weldon Cooper Center for Public Service, whichever is more current as of January 1 of each year.
- d. The circulation figures for the Cost Sharing Formula shall be the actual annual circulation for the most recent Fiscal Year. The circulation figures shall include the actual Bookmobile circulation for each Participating Locality.
- e. The Cost Sharing Formula shall be used to apportion costs among the Participating Localities for each Fiscal Year, beginning with FY14 (eg., the Fiscal Year beginning July 1, 2013, and extending through June 30, 2014). The term "Fiscal Year" shall mean a one year term beginning on July 1, and ending on the next-following 30th day of June. The share of each Participating Locality's costs for each Fiscal Year shall be determined as follows: [(Participating Locality's circulation for prior Fiscal Year) divided by (Regional Library's total circulation for prior Fiscal Year) times (2)] PLUS [(Participating Locality's population) divided by (total population of all Participating Localities)] DIVIDED BY [3] EQUALS [Participating Locality's share of Regional Library costs].
- f. The Cost Sharing Formula set forth in paragraph 4.e. hereof shall remain in effect until modified by the Participating Localities, as follows:
 - i. If the Participating Localities agree upon a modified Cost Sharing Allocation, the modified Cost Sharing Formula shall become effective on the first day of the next-following July, or such other date as is determined by agreement of all Participating Localities.
 - ii. If a Participating Locality seeks a modification of the Cost Sharing Formula, the then-current Cost Sharing Formula shall remain in effect unless and until terms of a modified Cost Sharing Formula have been approved by all Participating Localities.
- g. The Board of Trustees shall designate a fiscal agent ("Fiscal Agent") which shall have custody of those funds of the Regional Library which are not designated and/or set aside in specific funds (e.g., an endowment created by gift for a specific purpose). The Board of Trustees shall have custody and control of all funds which are so designated and/or set aside. Restricted and/or designated funds shall remain under the control of the Board of Trustees, and invested pursuant to directives of the Board of Trustees. The Treasurer for Southampton currently serves as the Fiscal Agent, and shall continue to serve in that capacity unless and until the Board of Trustees acts

to change the Fiscal Agent. The Board of Trustees shall maintain effective agreements which designates a Fiscal Agent, sets forth the duties of that Fiscal Agent, and sets forth the compensation to be paid for the services of the Fiscal Agent, with the term of each Fiscal Agent to be determined by Contract. Each such agreement with a Fiscal Agent shall provide that if a new agreement has not been finalized at least three (3) months prior to the scheduled termination date, all terms and conditions of the then current agreement shall be automatically extended for an additional term of one (1) year. Each such one-year renewal term shall have a termination date of June 30.

- h.** The Treasurers, or other financial officers of the Participating Localities, shall transfer quarterly to the Finance Director/Director of Operations for the Regional Library ("Finance Director"), all monies collected, or appropriated, by such Participating Localities for library services. The Finance Director shall forward such funds to the Fiscal Agent.
- i.** Each Participating Locality shall process the Regional Library funding request through its normal annual budget procedures with appropriate notice of any public hearings being given to the Board of Trustees and, in the event a recommendation to appropriate funds at a level less than requested is being made or anticipated, the Participating Locality shall provide an opportunity to the Board of Trustees to be heard.
- j.** In the event any Participating Locality chooses to appropriate funds at a level lower than requested, the Board of Trustees shall have the right to reduce or freeze service levels within the Participating Locality proportionately in accordance with the funding reduction. The governing body of the Participating Locality may make an evaluation and recommend the particular areas of service it wishes reduced or frozen, but final decisions concerning reduction shall rest solely with the Board of Trustees. To the extent possible, any reduction or elimination of services to a Participating Locality shall be imposed proportionally among all Regional Library branches operated in such Participating Locality.
- k.** If during any Fiscal Year a Participating Locality elects to reinstate services theretofore eliminated because that Participating Locality did not provide "full funding", then the Participating Locality shall have the right to increase its funding and request that the Board of Trustees restore the newly funded services to that Participating Locality. The Participating Locality shall pay the actual cost of the services reinstated for the remainder of the current fiscal year. Such Participating Locality's share of its proportionate share of contributions for the ensuing Fiscal Year shall be determined by the Board of Trustees, subject to approval by the Participating Locality.

- l. The Board of Trustees shall furnish a detailed report of the receipts and disbursements of all funds at a regular meeting of the governing body of every Participating Locality after the close of the Commonwealth's Fiscal Year.
- m. The Board of Trustees shall furnish the same report to The Library of Virginia.
- n. The Finance Director of the Regional Library shall be bonded in an amount determined by the Board of Trustees. The Board of Trustees shall authorize payment of the bond premiums from Regional Library funds, and may authorize payment of the bond premiums from state aid library funds.
- o. Donations of money or property which are conditioned on use by, or at, a specific branch may be accepted as conditioned, and once accepted such condition shall be honored by the Board of Trustees.

5. WITHDRAWAL FROM THE REGIONAL LIBRARY:

- a. No Participating Locality shall have the right to withdraw as a member of the Regional Library without affording two (2) years' notice to the other Participating Localities, and to the Board of Trustees.
- b. If a Participating Locality withdraws from participation as a member of the Regional Library, it shall not be entitled to possession or ownership of any Regional Library assets, even though the withdrawing locality may have contributed to the acquisition cost of such Regional Library asset.
- c. The Participating Localities hereby covenant and agree that except for interest in real estate, all Regional Library assets are owned by the Regional Library, and the Participating Localities have no ownership interest therein.

6. JOINDER BY NEW LOCALITY: The Regional Library will entertain requests from new localities to become a member of the Regional Library. The Board of Trustees shall determine the terms and conditions on which such new locality may become a member of the Regional Library. The proposed joinder shall be conditioned on the new locality accepting all terms and conditions hereof, as now in effect and as hereafter revised, and shall require approval by the Board of Trustees, and by the governing body of each Participating Locality.

7. OWNERSHIP/MAINTENANCE OF REGIONAL LIBRARY FACILITIES:

- a. Each Participating Locality shall own or lease the Real Property within that Participating Locality which is used for Regional Library purposes ("Library Real Estate"). Such Library Real Estate shall be provided for use

by the Regional Library at no cost to it (e.g., the Participating Localities shall pay all costs incurred for such Real Property, including liability insurance, repairs, maintenance, provision of utility service, provision of janitorial service, maintenance of parking and other exterior areas, etc.).

- b. Each Participating Locality shall report to the Regional Library, as soon as possible following the conclusion of each Fiscal Year, all costs incurred by such Participating Locality for Regional Library purposes during such Fiscal Year. Such costs shall be reported by the Regional Library to the State Library Board as "in-kind" support, which shall be used to calculate the state aid due to the Regional Library.

8. PARTICIPATING LOCALITIES' RIGHT TO ADD NEW LIBRARY FACILITIES AND EXPAND OR REPLACE EXISTING FACILITIES:

- a. Each Participating Locality shall have the right to provide new Regional Library facilities (i.e., Real Property and Personal Property, hereinafter together collectively referred to as "Facilities"), or to expand or replace existing Facilities. The Participating Locality which provides such new/expanded/replacement Facilities shall bear all cost increases incurred in connection with such new/expanded/replacement Facilities for the remainder of the Fiscal Year in which such new/expanded/replacement Facilities begin operation, and shall continue to bear all such costs until such time as state aid, administered through the State Library, begins providing reimbursement for such Participating Locality's costs arising from the new/expanded/replacement Facilities.
- b. For so long as the Participating Locality is bearing the costs referred to in paragraph 8.a. hereof, the circulation increase generated at such new/expanded/replacement Facilities shall not be included in the computation of that Participating Locality's share of Regional Library costs.
- c. Once such Participating Locality's duty to pay all such cost increases have ended, all costs thereafter incurred in connection with such new/expanded/replacement Facilities shall be apportioned among the Participating Localities.

9. EFFECTIVE DATE OF CONTRACT; TERMINATION OF PRIOR CONTRACTS; TRANSITIONAL PROVISIONS:

- a. On July 1, 2013, all terms and conditions hereof shall become effective, and all such terms and conditions shall thereafter remain in full force and effect until a Participating Locality has withdrawn from this Contract in accordance with the terms and conditions hereof, or until the terms and conditions hereof are changed by the Participating Localities.

b. Until July 1, 2013, the Regional Library shall continue to be operated under current contracts and practices.

10. **CONTROLLING LAW:** The parties acknowledge that the terms and conditions hereof shall be interpreted, construed and enforced under the laws of the Commonwealth of Virginia.

11. **MODIFICATIONS OR AMENDMENTS:** The parties agree that any modification or amendment of this contract shall be in writing signed by all parties before such modification or amendment shall have force or effect.

12. **BINDING AGREEMENT:** The terms and conditions of this contract shall be binding on the parties hereto, their assigns and other successors in title.

IN WITNESS WHEREOF, each Participating Locality, and the Board of Trustees, has caused this contract to be duly executed on its behalf in counterparts, with the express provision that the six (6) separate signature pages hereto, taken together, shall constitute one complete document, binding among all parties.

[SEE ATTACHED SIGNATURE PAGES]

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On behalf of the City of Franklin, Virginia, the undersigned signature constitutes the duly authorized execution of the contract dated April 17, 2013, by and among the City of Franklin, Virginia, Isle of Wight County, Virginia, Southampton County, Virginia, Surry County, Virginia, Sussex County, Virginia, and the Board of Trustees for the Blackwater Regional Library, which contract consists of fourteen (14) pages.

CITY OF FRANKLIN, VIRGINIA

By: _____
Title: _____

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On behalf of Isle of Wight County, Virginia, the undersigned signature constitutes the duly authorized execution of the contract dated April 17, 2013, by and among the City of Franklin, Virginia, Isle of Wight County, Virginia, Southampton County, Virginia, Surry County, Virginia, Sussex County, Virginia, and the Board of Trustees for the Blackwater Regional Library, which contract consists of fourteen (14) pages.

ISLE OF WIGHT COUNTY, VIRGINIA

By: _____
Title: _____

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On behalf of Southampton County, Virginia, the undersigned signature constitutes the duly authorized execution of the contract dated April 17, 2013, by and among the City of Franklin, Virginia, Isle of Wight County, Virginia, Southampton County, Virginia, Surry County, Virginia, Sussex County, Virginia, and the Board of Trustees for the Blackwater Regional Library, which contract consists of fourteen (14) pages.

SOUTHAMPTON COUNTY, VIRGINIA

By: _____

Title: _____

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On behalf of Surry County, Virginia, the undersigned signature constitutes the duly authorized execution of the contract dated April 17, 2013, by and among the City of Franklin, Virginia, Isle of Wight County, Virginia, Southampton County, Virginia, Surry County, Virginia, Sussex County, Virginia, and the Board of Trustees for the Blackwater Regional Library, which contract consists of fourteen (14) pages.

SURRY COUNTY, VIRGINIA

By: _____
Title: _____

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On behalf of Sussex County, Virginia, the undersigned signature constitutes the duly authorized execution of the contract dated April 17, 2013, by and among the City of Franklin, Virginia, Isle of Wight County, Virginia, Southampton County, Virginia, Surry County, Virginia, Sussex County, Virginia, and the Board of Trustees for the Blackwater Regional Library, which contract consists of fourteen (14) pages.

SUSSEX COUNTY, VIRGINIA

By: _____
Title: _____

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On behalf of the Board of Trustees for the Blackwater Regional Library, the undersigned signature constitutes the duly authorized execution of the contract dated April 17, 2013, by and among the City of Franklin, Virginia, Isle of Wight County, Virginia, Southampton County, Virginia, Surry County, Virginia, Sussex County, Virginia, and the Board of Trustees for the Blackwater Regional Library, which contract consists of fourteen (14) pages.

BOARD OF TRUSTEES FOR THE
BLACKWATER REGIONAL LIBRARY

By: _____
Title: _____

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R. Randy Martin
City Manager

October 24, 2013

To: Mayor & City Council
From: R. Randy Martin, City Manager
Subject: Water Storage Tank Asset Management & Maintenance Services Contract RFP

As reviewed and authorized during FY 2012-2013 Goal & Budget Sessions, the FY 2013-2014 budget provided funding to enter into a contract for comprehensive water tank maintenance. The city recently received responses to a Request for Proposals (RFP) from four companies. The results are summarized on the attached Bid Opening Document.

After receiving the results, staff recommends that Council authorize negotiation of a contract with Utility Services Co. Inc. for these services. As discussed during Goal & Budget Sessions, this will be a great benefit to the City in ensuring quality ongoing maintenance of our critical water utility infrastructure while avoiding major fluctuations in the budget every few years when the City needs a major rehabilitation (i.e. tank painting) project. Most utility systems have for years opted to contract the services and results show lowered overall maintenance costs and the added benefit of avoiding major spikes in the City Budget.

Bid Opening

October 4, 2013

RFP #2013-07- Asset Management & Full Maintenance Service, Including Bio Film Removal and Installation of PAX Active Mixing System for Water Storage Vessels

Present: Joe Ann Faulk, Finance
Melissa Rollins, Finance
Steve Watson, Water & Sewer
Jeff Noa, Water & Sewer
Brett Woodruff, Southern Corrosion, Inc.

Bids were opened and announced from the following companies:

1. Southern Corrosion, Inc., 738 Thelma Road, Roanoke Rapids, NC 27870
2. Utility Services, Inc. – 1230 Peachtree Street NE, Suite 1100 Promenade, Atlanta, GA 30309
3. Global Tank & Tower, LLC - Note A - 620 Chateau Estates Rd, Lavonia, GA 30553
4. R. E. McLean Tank Company, Inc. - Note B – 4950 York Highway, Gastonia, NC 28052

See the attached for Proposal Costs

M. Rollins advised the group that the proposal calls for a list of criteria that will be used to evaluate the proposals that meet the City's requirements.

The costs of the proposals were announced as per the attached; however, the group was advised that these were best estimates until accuracy could be verified. Finally, it was stated that a thorough analysis of the proposals would be needed to determine if all proposals met the City's requirements as addressed in the RFP and that the City was looking forward in awarding a contract soon.

Note A – Global Tank & Tower's proposal stated that the company does not provide an asset management service, but offers washout/visual inspections, and painting/blasting/welding repairs for the storage tanks. The cost proposal reflects the work over a 15 year period.

Note B – R.E. McLean Tank Company, Inc's proposal stated that the company does not provide a maintenance program but offered "ballpark information" relative to the three tanks. The information does not specify what services R.E. McLean is proposing to offer. It appears that the proposal received does not meet the requirements as specified in the RFP.

RFP 2013-07 Asset Management & Full Maintenance Service - Water Storage Vessels

Utility Services	TOTAL ALL YEARS															
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	
College Drive	38,823	38,823	38,823	38,823	38,823	38,823	38,823	14,056	14,056	14,056	15,095	15,095	15,095	17,303	17,303	393,820
Hunterdale	75,582	75,582	75,582	75,582	75,582	75,582	75,582	21,280	21,280	21,280	23,611	23,611	23,611	26,197	26,197	716,141
Pretlow	23,071	23,071	23,071	23,071	23,071	23,071	23,071	23,071	23,071	23,071	23,071	23,071	23,071	23,071	23,071	346,065
Total Utility Services	137,476	137,476	137,476	137,476	137,476	137,476	137,476	58,407	58,407	58,407	61,777	61,777	61,777	66,571	66,571	1,456,026
Southern Corrosion*	100,278	100,278	100,278	100,278	100,278	100,278	100,278	100,278	100,278	100,278	100,278	100,278	100,278	100,278	100,278	1,504,170

*Reflects cost for all three tanks - no separate bid for each

Global Tank & Tower	All 15 Years
College Drive	775,000
Hunterdale	1,200,000
Pretlow	595,000
TOTAL	2,570,000

(Reference Note A)

McClellan Tank Company	All 15 Years
College Drive	650,000
Hunterdale	950,000
Pretlow	510,000
TOTAL	2,110,000

(Reference Note B)

COUNCIL/STAFF REPORTS ON BOARDS AND COMMISSIONS