

VIRGINIA: AT THE SPECIAL JOINT MEETING OF THE DINWIDDIE COUNTY BOARD OF SUPERVISORS, THE SCHOOL BOARD AND THE DINWIDDIE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY HELD IN THE MULTI-PURPOSE ROOM OF THE PAMPLIN ADMINISTRATION BUILDING IN DINWIDDIE COUNTY, VIRGINIA, ON THE 23rd DAY OF MAY 2006 AT 5:30 P.M.

BOARD OF SUPERVISORS

PRESENT: DORETHA E. MOODY – CHAIR ELECTION DISTRICT #4
MICHAEL W. STONE - VICE CHAIR ELECTION DISTRICT #5
ROBERT L. BOWMAN IV ELECTION DISTRICT #3

ABSENT: DONALD L. HARAWAY ELECTION DISTRICT #2
HARRISON A. MOODY ELECTION DISTRICT #1
(Mr. Moody arrived at 5:50 p.m.)

SCHOOL BOARD

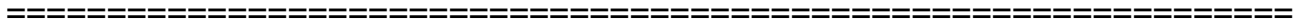
PRESENT: CHARLES J. FRIEDL – CHAIR DISTRICT #5
WILLIAM R. HANEY – VICE CHAIR DISTRICT #2
JAMES C. MAITLAND DISTRICT #1
JAMES E. HARRISON, SR. DISTRICT #3
LEGERT HAMILTON DISTRICT #4
DR. MARANZANO, SCHOOL SUPERINTENDENT
LYNNE VENTER, DIRECTOR OF FISCAL OPERATIONS

INDUSTRIAL DEVELOPMENT AUTHORITY

PRESENT: CHARLES R. JOHNSON – CHAIR
WAYNE C. BARNES
ROBERT A. WALLACE
PAUL W. WALK, JR.
VICKIE HELLER
SAMUEL JOHNSON, III – ATTORNEY

ADMINISTRATION

PRESENT: KEVIN MASSENGILL, INTERIM COUNTY ADMINISTRATOR
MICHAEL DREWRY, COUNTY ATTORNEY
ANNE HOWERTON, FINANCE DIRECTOR



Ms. Moody called the Board of Supervisors meeting to order at 5:30 p.m. The chairs of the respective Boards called their meetings to order right after.

1. ROLL CALL:

BOARD OF SUPERVISORS

PRESENT: Mr. Bowman
Mr. Stone
Ms. Moody

ABSENT: Mr. Haraway
Mr. Moody

Note: Mr. Moody arrived at 5:50 p.m.

2. PRESENTATION: SCHOOL BUILDING PROJECT UPDATE

Dr. Maranzano gave a Building Project Update presentation to the Boards. During his presentation he discussed the following:

Background Summary

Sequence of Events beginning with 2002 which included Attendance Zone Revision and Education Facilities Study with BCWH; elementary school rezoning phase in; dialogue with Board of Supervisors; joint IDA meeting summary; building program goals; building costs.

Project Costs

Professional Services	Construction Testing Services
Topographical Survey	Furnishings and Equipment
Phase 1 Environ Study	Contingency
Wetland Delineation	Land Purchase
Offsite Road Design	Traffic Study
Offsite Water & Sewer Design	Offsite Road Engineering Services
County Sewer Station Upgrade Design	Surveying Services
Preliminary & Final Soil Borings	Water & Sewer Engineering Report
Bid Document Printing / Distribution	Environmental Phase 1

Identify Sources of Revenue

Bond proceeds - \$54,522,640; estimated interest earnings - \$3,000,000, FY06-07 County transfer - \$1,000,000 = Current Available Revenue = \$58,522,640

Bid Prices

Elementary Project Option #1:

Low Bid Price	\$14,500,000
Project Costs	2,244,085

Alternatives + \$600,000 for additional 6 classrooms – Increased capacity = 600 students

Subtotal \$17,344,085

High School Project Option #1:

Low Bid Price \$40,500,000
Project Costs 5,466,630

Porcelain tile/dining room + \$50,000 ROTC/Technology rooms + \$400,000

Subtotal \$46,416,630

Option # 1 Project Costs \$63,760,715

(1,200,000) Discount for both schools
\$62,560,715 Bid Projection

Additional Unanticipated Costs:

Estimated \$2,200,000 – water and sewer upgrade and VDOT improvements

Fees for water and sewer improvements:

Connection fees:	Elementary (\$105 per student x 600)	\$ 63,000
	High School (\$110 per student x 1800)	198,000
	Water Authority Inspector	
	1,920 hours x \$15	28,800
	New wastewater pump station at high school	415,800
	Cost to restore Rt. 460 pump station	406,510
	Costs to add 4" sewer line at high school	<u>570,240</u>
	Additional W&S Costs Total:	\$ 1,682,350
	VDOT	517,650

Total Bid Project Cost Option # 1 = \$64,760,715

Summary:	Total Project Cost	\$64,760,715
	Available Revenue	<u>58,522,640</u>
	Difference	(\$6,238,075)

CIP Revision Option #1 – Additional Revenue for Project

Delay and revise proposed 07/08 CIP projects to future years:

High School	\$1,750,250
Middle School	1,495,250
Rohoic	620,625
Dinwiddie Elementary	<u>456,250</u>
Total	\$4,322,375

Summary Option #1:

Total Project Cost	\$64,760,715
Revenue	<u>58,522,640</u>
Difference	\$ (6,238,075)
CIP Revisions	<u>-4,322,375</u>
Difference Needed	\$ (1,915,700)

Option 1B: Possible Project Reductions

<i>Additional 6 Classrooms</i>	<i>\$600,000</i>
<i>(reduce elementary to 540)</i>	
<i>ROTC/Technology Wing</i>	<i>400,000</i>
<i>Porcelain Tile Dining Hall</i>	<i>50,000</i>
<i>Asphalt Roofs</i>	<i>255,000</i>
<i>Re-orient Elementary Bldg.</i>	<i><u>250,000</u></i>
<i>Total</i>	<i>\$1,555,000</i>

Summary Option #1B

Total Project Cost	\$64,760,715
Revenue	<u>58,522,640</u>
Difference	\$(6,238,075)
CIP Revisions	<u>4,322,375</u>
Difference Needed	\$(1,915,700)

Additional Project

Deletions	\$1,555,000
Difference Needed	\$ (360,700)

Additional Operation Costs Elementary School Option # 1:

Elementary School: Use of Existing Rohoic For: Preschool, Bright Stars, Head Start (Advantage: Provides capacity at Southside for future growth)

Utilities	\$75,000* new school
Support Staff PT	15,000 (Rohoic)
Nurse, PE, Art, Food Service	Existing Staff
Total	<u>\$90,000</u>

Additional Operational Costs Option High School Option #1:

Utilities	\$250,000 new
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Use of existing Middle School as 6th grade academy:

Custodian	30,000
Secretary/Bookkeeper	25,000
Principal, guidance, nurse	

Art, PE, music	Existing staff
Total	<u>\$305,000</u>

Option #2 – New High School, Partial Elementary School:**Elementary School Option #2**

Low Bid Price	\$14,500,000
Project Costs	2,244,085
Total	\$16,744,085
Delay 2 wings	(-1,600,000)

(Elementary Capacity = 160)

Total	\$15,144,085
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High School Project Option #2

Low Bid Price	\$40,500,000
Project Costs	5,466,630
Total	\$45,966,630*

*No porcelain tile dining or tech/ROTC addition

Summary Option #2

Project Cost	\$61,110,715
	(1,200,000) Discount
	\$59,910,715 Bid projection

**Additional unanticipated costs, water and sewer upgrades and VDOT
Improvements = \$ 2,200,000**

Total Bid Project

Cost	\$62,110,715
Revenue	58,522,640
Difference	\$(3,588,075)

CIP Revision Option #2 – Potential Additional Revenue:*Delay & revise 07/08 Proposed CIP to future years:*

<i>High School</i>	<i>\$ 1,750,250</i>
<i>Middle School/Annex</i>	<i>1,181,575</i>
<i>Dinwiddie Elementary</i>	<i>456,250</i>
<i>Total</i>	<i><u>\$3,388,075</u></i>

Summary Revision Option #2

Total Project Cost	\$62,110,715
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Revenue	<u>58,522,640</u>
Difference needed	(\$ 3,588,075)
CIP Revision	\$3,388,075

Difference Needed (\$200,000)**Additional Operation Costs Elementary Option #2:**

Retain four grade levels at existing Rohoic 07/08 CIP funds to renovate Rohoic	\$1,495,250
Utilities	\$35,000
Support staff	\$25,000
Custodian	\$30,000

Additional operation costs High School Option #2:

Same as Option #1	
Utilities	\$250,000
Use of existing Middle School as 6 th Grade Academy:	
Custodian	30,000
Secretary/Bookkeeper	25,000
Principal, guidance, nurse, art, Music (existing staff)	<u>no cost</u>
Total	\$305,000

Option #3 New High School, No Elementary School:**High School Project Option #3:**

Low Bid Price	\$40,500,000
Project Costs	5,466,630

Alternatives: Porcelain tile/dining room \$50,000; ROTC/Technology \$400,000

Subtotal \$46,416,630

Option #3 Project Costs \$46,416,630
(No Discount)
\$46,416,630 Bid projection

Additional unanticipated costs estimated \$2,200,000 – water & sewer upgrade, VDOT improvements

Total Bid Project Cost Option #3: \$48,616,630
Less Revenue 58,522,640

Difference **+\$ 9,906,010**

Additional Operation Costs Option #3

High School (Option #1) \$ 305,000

IMPLICATIONS FOR ALL OPTIONS:

CIP Revisions Option #3:

No revisions to proposed CIP \$4,322,375

Lose Literary Loan #2 Advantage

Restructure the bond to allow for use of remaining funds for renovation vs new construction at other sites

OPTION 1A: TWO COMPLETE BUILDINGS – (1600 H.S., 600 E.S.)

Total Project Costs	\$64,760,715
Revenue	58,522,640
CIP Reductions/Delays	4,322,375
Project Reductions	Reduced prior to bid
Difference	(\$1,915,700)

OPTION 1B: TWO BUILDINGS – (1600 H.S., 540 E.S.)

Total Project Costs	\$64,760,715
Revenue	58,522,640
CIP Reductions/Delays	4,322,375
Project Reductions	1,555,000
Difference	(\$360,700)

OPTION 2: ONE HIGH SCHOOL – (1600) PARTIAL ELEMENTARY SCHOOL – (160)

Total Project Costs	\$62,110,715
Revenue	58,522,640
CIP Reductions/Delays	3,388,075
Project Reductions	3,155,000
Difference	(\$200,000)

OPTION 3: ONE HIGH SCHOOL – (1600) WITH ROTC / TECH SPACE

Total Project Costs	\$48,616,630 (without \$1.2M discount for two buildings)
Revenue	58,522,640
Added CIP Projects	
Cost '07	+\$4,322,375
Project Reductions	No Elementary School
Difference	\$9,906,010

Additional Operational Costs

	<u>Utilities</u>	<u>Staffing</u>	<u>CIP Costs</u>
Option 1A, B			

New ES	\$ 75,000	Use of RES	\$15,000
New HS	<u>250,000</u>	Use of DMS	<u>55,000</u>
	\$ 325,000		\$70,000

Option 2

New ES	\$ 35,000	Use of RES & New ES (support staff)	\$25,000	+\$1,495,250
New HS	<u>250,000</u>	(custodial)	<u>30,000</u>	
	\$285,000		\$55,000	
		Use of Middle School	<u>+55,000</u>	
			\$110,000	

Option 3

New HS	\$250,000	Use of Middle School	\$55,000	+\$4,322,375
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Additional Consideration

- Full BRAC implementation more than doubles size of Fort Lee civilian & military combined
- About 20% of new BRAC population is likely to move into Dinwiddie County
- 3000 to 6500 new children will arrive overall = 600 to 1,300 potential students for Dinwiddie County

Implications for Future Funding of School Projects

- Active lobbying of federal government underway begins in 2005 by Seven Rivers Coalition
- Warner, Allen, Forbes staff notified
- Governor Kaine's staff is informed
- Need to approach each state official prior to next budget year
- Locality is doing its part 2006-2008

After completing his presentation, Dr. Maranzano opened the floor for questions and discussion. It was stressed that the time given to respond to the bid and to execute a letter of intent was 60 days.

Mr. Massengill, County Administrator, stated that anything above and beyond the \$55,000,000 would have to be treated as a separate process because 1) the County staff would need to meet with the financial advisors to see if the County would be able to take on debt beyond that amount; and 2) the County will need to consider bond counsel. Mr. Massengill discussed the potential of using the CIP as a source of revenue. He said that in looking at the next five years of capital improvement for Dinwiddie County, there are close to \$51,000,000 in identified projects. The projects include School projects, County projects, recreation projects, additional wastewater capacity, new jail construction, a human services building, and renovations to every elementary school. Of the \$51,000,000 close to \$29,000,000 is for the School systems. He said that if the decision is to move the \$4.3M in Scenario One, then \$6,000,000 is being added to the CIP. That is money that still has to be paid. He said that a minimum of 15% has to be kept in fund balance. Mr. Massengill stated that he had a concern about jeopardizing the County's bond rating. He said that also the \$4.3 million that was in 07/08 has not

currently been approved by the Board of Supervisors, only the FY06-07 CIP year has been approved. The remaining years that included the \$29,000,000 in school projects has not been authorized nor allocated by the Board of Supervisors. Mr. Massengill stated that from a County perspective he has to look at this situation from a holistic view. The County has interests from the Sheriff's Department, as well as other departments. The jail was built for 32 beds, it was double bunked to 64, and currently there are 133 people in the county jail system which means they have to be outsourced to other jails. He said that just the lease payment for contracting with other jails for the next several years will be \$800,000 to \$900,000. He said the Social Services Department and Health Department facilities are quite aged. Mr. Massengill declared that all of those needs have to be balanced out. He encouraged everyone to have a good conversation as to what is financially in the best interest of Dinwiddie County as the County moves forward.

Mr. Massengill asked Dr. Maranzano if the County was to go forward with the \$4.3 million in Option One, and that gets applied to the \$6 million difference that's needed, would there be any other capital improvement requests coming forth at the same time. He asked whether the School system was basically saying they are not coming forth with any other capital improvement requests in future years.

Dr. Maranzano answered that they had taken a real good look at the capital improvement requests, and what kind of major systems have to be replaced and when. They looked at the kinds of things they should have in their schools that could be delayed. He said that a major improvement would be a sprinkler system in the existing high school. He said that is a wish they would like to have. They are not out of compliance because they're grandfathered with their current system. But they had this request in their CIP and they decided to pull it because it was one of those projects that can be delayed ten years if need be.

Lynne Venter, Executive Director of Fiscal Operations, interjected that they took the original proposed CIP that had been submitted and they looked at every single project. They then determined for the two years of 07/08 and 08/09 what could be delayed out. She said they still had projects left that they felt were critical and needed to be continued. She said of the delayed projects of \$4.3 million, about \$2.4 million of those are for HVAC systems, window replacements and sprinkler systems. They removed them from the proposed CIP request. With the energy savings that would be seen by replacing the windows and HVAC system, they could hopefully put them on a performance management contract and then deduct them out of the operating fund. She said they're looking at what is really critical.

Mr. Massengill stated that the reason he had asked for the operational costs was to make sure that the Board of Supervisors and the Industrial Development Authority clearly understands what additional costs are associated with each option. The additional CIP items on top of the additional funds that are being requested is something that needs to be clear.

Mr. Stone commented that the business he is currently in is electrical, mechanical, and instrumentation contracts. He stated that the figures presented are incorrect concerning the amount of increase of copper wire. Mr. Stone asserted that copper wire is closer to 67% increase whereas the PowerPoint presentation had 10%. He stated that copper prices change hourly. Mr. Stone said he was bothered by the contingency of 2.7%. Mr. Stone said that change orders were not an option. He asked Dr. Maranzano if the low bidder was willing to stay locked in at the quote for all of his supplies as

long as the letter of intent was returned in time.

Dr. Maranzano answered absolutely.

Mr. Stone said he agreed that it is not a question as to whether this project is needed. He said he was concerned also about the \$305,000 in operational costs under Summary Option 1B – additional operational costs for High School Option #1. He asked if that amount would be a share between two boards, or would the School Board absorb it annually.

Ms. Venter stated that she expected that the School Board would be able to absorb that amount.

Mr. Stone stated also that there were immediate needs for consolidation of services.

Charles Johnson, IDA Chair, stated that there is also a \$30,000,000 bond out there that the County still has many years to pay on. He said that the County has borrowed and indebted ourselves, our children and our grandchildren.

Dr. Maranzano stated that this indebtedness is an investment in the future.

Mr. Bowman had a question regarding the four million additional dollars that will be received from the state in the FY06/07 Budget. He asked how many new positions were being created.

Dr. Maranzano said there were about 36 needed positions.

Mr. Bowman said that the School Board had decided to put \$1 million of the \$4 million into a CIP fund.

Dr. Maranzano said they reduced the positions by 20.

Mr. Bowman said that Dr. Maranzano, his staff, and the School Board had done an excellent job of education. He said he was hoping that they could continue for two more years until the schools are built with the same program they had in place, and save the \$3 million dollars to put toward the building project.

Dr. Maranzano said it was a million dollars that was dedicated toward the building projects.

There was discussion regarding Rohoic School and its renovation.

Charles Friedl, School Board Chair, stated that the problem that the County is facing is that we are going to be experiencing growth. He said the question is whether we are going to be able to attract the type of growth that will help us to achieve our goals in the schools. He stated that if you look at it from a business prospective, that when businesses access an area, a few of the first things they take a close look at are the school systems and other amenities such as parks and recreation, etc. He said that if we want to attract the type of growth that will help pay for these facilities, as well as future facilities, we have to have something to market.

Mr. Walk asked if Dr. Maranzano and Mr. Massengill could pick one of the options, and come back the following week with a suggestion for a solution.

Mr. Massengill said he would welcome coming back in a week. He said that Mr. Friedl made a very good point that a good quality education system is definitely attractive to economic development prospects. He said, however, one of the most important things of economic development is having that available product on the ground. He said that that when prospects come in education is a big issue. However, a bigger issue and what gets them here, is having a site to come to. That site has to be a ready site. He stated that Dinwiddie County has grown residentially, but unfortunately our economic base has been very flat. Mr. Massengill discussed the need for greater wastewater capacity in the County. He said that one of the challenging pieces for him as County Administrator was that every decision made collectively has an effect on the other needs of the County. He said that when decisions to take on more debt in the County affect taxpayers, it affects people on fixed incomes and starter families much harder. He asked this be kept in perspective as we move forward. He said that he and Dr. Maranzano can work closely, and by the following week have some recommendations as to what can or cannot be done.

It was agreed by consensus that Option #3 would not be considered.

Mr. Walk asked if a date for the next meeting could be scheduled.

The meeting was scheduled for Wednesday, May 31st at 5:30 p.m.

Mr. Drewry, County Attorney, asked for a clarification as to the letter of intent deadline.

Dr. Maranzano answered July 3rd.

The School Board adjourned at 7:50 p.m.

3. FIRE APPARATUS PURCHASE

Chief Dennis Hale, Dinwiddie Fire & EMS, spoke to the Board concerning this item. He stated that this item was pulled from the agenda of the May 16th Board of Supervisors meeting because Mr. Haraway had a concern that a couple of letters had been received from vendors in the process for the RFP. Those vendors did not feel the RFP ran for enough time. The RFP date went out for an 18 day window instead of a normal 30 day window. The reason for this was because the new EPA requirements were forcing the County to get the bids out and back to keep from taking somewhere between a 7 and 10 percent increase in price on diesel chassis because of those new requirements. All of the vendors had pre bought chassis in anticipation of this increase in price. Chief Hale said they had to put the RFP out and bring it back quick in order to beat the deadlines. He said the minimum requirement by law is 10 days. Three bids were received back.

The Board had previously received the following memo from Chief Hale regarding this item.

BACKGROUND

Dinwiddie County Fire & EMS has begun implementation of its 15-year apparatus replacement plan

that was developed by staff and the Dinwiddie Fire & Rescue Association. This plan was put into motion in 2005 with the adoption of the CIP and the subsequent purchase of a tanker and two ambulances. The plan also called for the additional purchase of two tankers, one engine, one ambulance and one brush truck in 2006. The ambulance and brush truck are currently on order. A Request for Proposals was recently issued for the three remaining pieces of apparatus. The proposals were returned on May 3, 2006 with three vendors participating in the process. The vendors were Slagle Fire Equipment representing KME, Singer Associates representing Pierce Manufacturing and Keplinger Repair Service representing Smeal/Semo. Staff and the Fire Rescue Association Apparatus Committee have evaluated these proposals. The appropriate vendors have answered all points of clarification and detailed questions. At this time both staff and the apparatus committee would propose that both tankers be purchased from Slagle Fire Equipment /KME and the engine be purchased from Singer Associates/Pierce Manufacturing. In both cases the proposals were deemed compliant and they also were the lowest bids for the respective apparatus.

LAST BOARD ACTION

These three (3) apparatus were approved as part of the FY 05/06 Capital Improvement Plan with funding of \$890,000.00.

CONTRACT NEGOTIATIONS

The Division of Fire & EMS and the Fire & Rescue Association Apparatus Committee have worked with the specifications and plans of the units to make necessary changes and adjustments with the vendors. There will be a final pre-build and drawing approval after issuance of the contracts. The current projected contracts have a total value of \$887,625.00.

REQUESTED ACTION

Approval from the Board.

Upon motion of Mr. Moody to approve, seconded by Mr. Stone,

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia to allow the County Administrator, Kevin Massengill, to execute the necessary documents to award the contract for the purchase of one (1) 1250 gallon rescue style fire engine to Singer Associates representing Pierce Manufacturing, Inc. for an amount not to exceed \$395,625.00 and to allow the County Administrator, Kevin Massengill, to execute the necessary documents to award contracts to Jack L. Slagle Fire Equipment & Supply Co. Inc. representing KME Fire Apparatus, Inc. for the purchase of an 1800 gallon dry-side fire tanker for an amount not to exceed \$237,000.00 and for the purchase of a 3000 gallon elliptical fire tanker for an amount not to exceed \$255,000.00.

Ayes: Mr. Moody, Mr. Bowman, Mr. Stone, Ms. Moody

Nays: None

Absent: Mr. Haraway

RESOLUTION

1250 gallon Rescue Style Fire Engine

WHEREAS, proposals have been received for the construction of (1) 1250 gallon rescue style fire engine; and

WHEREAS, proposals have been reviewed by staff and the Dinwiddie Fire & Rescue Association Apparatus Committee and determined that Singer Associates representing Pierce Manufacturing, Inc. has submitted the best proposal; and

WHEREAS, the purchase price proposed is within the Capital Improvement Plan funding allocated to the Division of Fire & EMS for said purchase.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia, does hereby authorize and direct Kevin Massengill, County Administrator, to execute the necessary documents to award the contract for construction of one (1) rescue engine to Singer Associates representing Pierce Manufacturing for an amount not to exceed \$395,625.00.

1800 gallon Dry Side Fire Tanker

WHEREAS, proposals have been received for the construction of (1) 1800 gallon dry side fire tanker; and

WHEREAS, proposals have been reviewed by staff and the Dinwiddie Fire & Rescue Association Apparatus Committee and determined that Jack L. Slagle Fire Equipment & Supply Co. Inc., representing KME Fire Apparatus has submitted the best proposal; and

WHEREAS, the purchase price proposed is within the Capital Improvement Plan funding allocated to the Division of Fire & EMS for said purchase.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia, does hereby authorize and direct Kevin Massengill, County Administrator, to execute the necessary documents to award the contract for construction of one (1) 1800 gallon dry side fire tanker to Jack L. Slagle Fire Equipment & Supply Co. Inc., and KME Fire Apparatus for an amount not to exceed \$237,000.00

3000 gallon Elliptical Fire Tanker

WHEREAS, proposals have been received for the construction of (1) 3000 gallon elliptical fire tanker; and

WHEREAS, proposals have been reviewed by staff and the Dinwiddie Fire & Rescue Association Apparatus Committee and determined that Jack L. Slagle Fire Equipment & Supply Co., Inc. representing KME Fire Apparatus has submitted the best proposal; and

WHEREAS, the purchase price proposed is within the Capital Improvement Plan funding allocated to the Division of Fire & EMS for said purchase.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia, does hereby authorize and direct Kevin Massengill, County Administrator, to execute the necessary documents to award the contract for construction of one (1) 3000 gallon elliptical fire tanker to Jack L. Slagle Fire Equipment & Supply Co. Inc., and KME Fire Apparatus for an amount not to exceed \$255,000.00.

CONTRACT
(1) 1250 gallon Rescue Style Fire Engine

The Agreement is made this 23rd day of May, 2006, by and between **Pierce Manufacturing, Inc.** of Appleton, Wisconsin and **Singer Associates**, of 7394 Gallerher Road, Gainesville, Virginia (parties of the first part, and hereinafter known as "Contractor"), and the County of Dinwiddie, Virginia (party of the second part, and hereinafter known as "County").

WHEREAS, pursuant to the Virginia Public Procurement Act, County solicited proposals for Three Pieces of Fire Apparatus to be purchased individually or as a package, namely (1) 3000 gallon Elliptical Fire Tanker; (1) 1800 gallon Dry Side Fire Tanker; and (1) 1250 gallon Rescue Style Fire Engine; and

WHEREAS, Contractor submitted a proposal to construct (1) 1250 gallon Rescue Style Fire Engine ("Fire Engine"), consistent with the specifications in the Request for Proposal; and

WHEREAS, Contractor was selected as having made the best proposal; and

WHEREAS, County has selected Contractor to construct (1) 1250 gallon Rescue Style Fire Engine, consistent with the specifications in the Request for Proposal;

NOW THEREFORE, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this Contract:

1. **Incorporation by Reference.** County's Request For Proposal (RFP-06-050306-01, dated April 16, 2006), including all related appendices and addenda; and Contractor's bid proposal in its entirety dated May 3, 2006 are made a part hereof as if the same were fully set forth. If any discrepancies arise between County's Request for Proposal and Contractor's proposal, Contractor agrees to abide by County's Request for Proposal.
2. **Time of Performance.** Contractor agrees to complete construction of the 1250 gallon Rescue Style Fire Engine and deliver said Fire Engine to County no later than eight (8) months after the parties have entered into this Contract.
3. **Costs.** Contractor agrees to perform all work pursuant to this Contract for a sum no greater than THREE HUNDRED NINETY-TWO THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS (\$392,625.00) (the "Contract Price"). Payment shall be made to Contractor at its Gainesville office within thirty (30) days after receipt of invoice and after County has tested the Fire Engine and notified Contractor of its acceptance of said Fire Engine.
4. **Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U. S.

Mail with postage prepaid at the addresses set forth below or upon actual receipt:

Notice to County shall be made to:
W. Kevin Massengill
County Administrator
P. O. Drawer 70
Dinwiddie, Virginia 23841
(804) 469-4500

Notice to Contractor shall be made to:
Pierce Manufacturing, Inc.
c/o Singer Associates
7394 Gallerher Road
Gainesville, Virginia 20155
(703) 754-9911

5. **General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all County's requirements in the Request for Proposal documents.

6. **Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Venue for any action arising out of the performance of this Contract shall be with a state or federal court with jurisdiction in Dinwiddie County, Virginia. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day first written above.

Dinwiddie County, Virginia

Pierce Manufacturing, Inc.

By: _____
W. Kevin Massengill
County Administrator

By: _____
Title: _____

Attest:----- _____

Attest: _____

Approved as to form:

Singer Associates

Michael H. Drewry
County Attorney

By: _____
Title: _____

Attest: _____

CONTRACT
(1) 1800 gallon Dry side Fire Tanker

The Agreement is made this 23rd day of May, 2006, by and between **Kovatch Mobile Equipment Corporation (KME Fire Apparatus)**, of One Industrial Complex, Nesquehoning, Pennsylvania 18240 and **Jack L. Slagle Fire Equipment & Supply Co., Inc.** of 1100 Bill Tuck Highway, South Boston, Virginia 24592 (parties of the first part, and hereinafter known as "Contractor"), and the County of Dinwiddie, Virginia (party of the second part, and hereinafter known as "County").

WHEREAS, pursuant to the Virginia Public Procurement Act, County solicited proposals for Three Pieces of Fire Apparatus to be purchased individually or as a package, namely (1) 3000 gallon Elliptical Fire Tanker; (1) 1800 gallon Dry Side Fire Tanker; and (1) 1250 gallon Rescue Style Fire Engine; and

WHEREAS, Contractor submitted a proposal to construct (1) 1800 gallon Dry side Fire Tanker ("Fire Tanker"), consistent with the specifications in the Request for Proposal; and

WHEREAS, Contractor was selected as having made the best proposal; and

WHEREAS, County has selected Contractor to construct (1) 1800 gallon Dry side Fire Tanker, consistent with the specifications in the Request for Proposal;

NOW THEREFORE, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this Contract:

7. **Incorporation by Reference.** County's Request For Proposal (RFP-06-050306-01, dated April 16, 2006), including all related appendices and addenda; and Contractor's bid proposal in its entirety dated May 1, 2006 are made a part hereof as if the same were fully set forth. If any discrepancies arise between County's Request for Proposal and Contractor's proposal, Contractor agrees to abide by County's Request for Proposal.
8. **Time of Performance.** Contractor agrees to complete construction of the 1800 gallon Dry side Fire Tanker and deliver said Fire Tanker to County no later than 340 days after the parties have entered into this Contract.
9. **Costs.** Contractor agrees to perform all work pursuant to this Contract for a sum no greater than TWO HUNDRED THIRTY-FOUR THOUSAND DOLLARS (\$234,000.00) (the "Contract Price"). Payment shall be made to Contractor at its Jack L. Slagle Fire Equipment & Supply Co., Inc. office in South Boston, Virginia within thirty (30) days after receipt of invoice and after County has tested the Fire Tanker and notified Contractor of its acceptance of said Fire Tanker.
10. **Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U. S. Mail with postage prepaid at the addresses set forth below or upon actual receipt:

Notice to County shall be made to:
W. Kevin Massengill

Notice to Contractor shall be made to:
KME Fire Apparatus, in care of
County Administrator
Fire Equipment & Supply Co., Inc. Jack L. Slagle

P. O. Drawer 70
Dinwiddie, Virginia 23841
(804) 469-4500

1100 Bill Tuck Highway
South Boston, Virginia 24592
(800) 446-8896

11. **General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all County's requirements in the Request for Proposal documents.

12. **Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Venue for any action arising out of the performance of this Contract shall be with a state or federal court with jurisdiction in Dinwiddie County, Virginia. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day first written above.

Dinwiddie County, Virginia

Kovatch Mobile Equipment Corp.

By: _____
W. Kevin Massengill
County Administrator

By: _____
Title: _____

Attest:----- _____

Attest: _____

Approved as to form:
Fire Equipment & Supply Co., Inc.

Jack L. Slagle

Michael H. Drewry
County Attorney

By: _____
Title: _____
Attest: _____

CONTRACT
(1) 3000 gallon Elliptical Fire Tanker

The Agreement is made this 23rd day of May, 2006, by and between **Kovatch Mobile Equipment Corporation (KME Fire Apparatus)**, of One Industrial Complex, Nesquehoning, Pennsylvania 18240 and **Jack L. Slagle Fire Equipment & Supply Co., Inc.** of 1100 Bill Tuck Highway, South Boston, Virginia 24592 (parties of the first part, and hereinafter known as

“Contractor”), and the County of Dinwiddie, Virginia (party of the second part, and hereinafter known as “County”).

WHEREAS, pursuant to the Virginia Public Procurement Act, County solicited proposals for Three Pieces of Fire Apparatus to be purchased individually or as a package, namely (1) 3000 gallon Elliptical Fire Tanker; (1) 1800 gallon Dry Side Fire Tanker; and (1) 1250 gallon Rescue Style Fire Engine; and

WHEREAS, Contractor submitted a proposal to construct (1) 3000 gallon Elliptical Fire Tanker (“Fire Tanker”), consistent with the specifications in the Request for Proposal; and

WHEREAS, Contractor was selected as having made the best proposal; and

WHEREAS, County has selected Contractor to construct (1) 3000 gallon Elliptical Fire Tanker, consistent with the specifications in the Request for Proposal;

NOW THEREFORE, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this Contract:

13. **Incorporation by Reference.** County’s Request For Proposal (RFP-06-050306-01, dated April 16, 2006), including all related appendices and addenda; and Contractor’s bid proposal in its entirety dated May 1, 2006 are made a part hereof as if the same were fully set forth. If any discrepancies arise between County’s Request for Proposal and Contractor’s proposal, Contractor agrees to abide by County’s Request for Proposal.

14. **Time of Performance.** Contractor agrees to complete construction of the 3000 gallon Elliptical Fire Tanker and deliver said Fire Tanker to County no later than 340 days after the parties have entered into this Contract.

15. **Costs.** Contractor agrees to perform all work pursuant to this Contract for a sum no greater than TWO HUNDRED FIFTY-TWO THOUSAND DOLLARS (\$252,000.00) (the “Contract Price”). Payment shall be made to Contractor at its Jack L. Slagle Fire Equipment & Supply Co., Inc. office in South Boston, Virginia within thirty (30) days after receipt of invoice and after County has tested the Fire Tanker and notified Contractor of its acceptance of said Fire Tanker.

16. **Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U. S. Mail with postage prepaid at the addresses set forth below or upon actual receipt:

Notice to County shall be made to:

W. Kevin Massengill

P. O. Drawer 70
Dinwiddie, Virginia 23841
(804) 469-4500

Notice to Contractor shall be made to:

KME Fire Apparatus, in care of
County Administrator
Slagle Fire Equipment & Supply Co., Inc.

1100 Bill Tuck Highway
South Boston, Virginia 24592
(800) 446-8896

Jack L.

17. **General Terms and Conditions.** During the term of this Contract, Contractor

agrees to procure and maintain insurance which meets all County's requirements in the Request for Proposal documents.

18. **Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Venue for any action arising out of the performance of this Contract shall be with a state or federal court with jurisdiction in Dinwiddie County, Virginia. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day first written above.

Dinwiddie County, Virginia

Kovatch Mobile Equipment Corp.

By: _____

By: _____

W. Kevin Massengill
County Administrator

Title: _____

Attest:----- _____

Attest: _____

Approved as to form:
Fire Equipment & Supply Co., Inc.

Jack L. Slagle

Michael H. Drewry
County Attorney

By: _____

Title: _____

Attest: _____

4. ADJOURNMENT

Upon motion of Mr. Stone to adjourn, seconded by Mr. Bowman,

The meeting adjourned at 8:05 p.m.

Ayes: Mr. Moody, Mr. Bowman, Mr. Stone, Ms. Moody
Nays: None
Absent: Mr. Haraway

Doretha E. Moody, Chair

ATTEST: _____
W. Kevin Massengill
County Administrator
Clerk to the Board

/wjn