



CITY COUNCIL WORK SESSION

Tuesday, September 24, 2024 | 4:00 PM
Council Chamber- City Hall
900 Church Street
Lynchburg, VA 24504

AGENDA

- I. Welcome** *Stephanie T. Reed, Mayor*
- II. Work Session Agenda Overview** *Wynter C. Benda, City Manager*
- III. Work Session Agenda Items** *Wynter C. Benda, City Manager*
 - III.1.** White Rock School Project Update
 - III.2.** 50th Running of the Virginia 10-Miler
 - III.3.** Code Compliance and Property Toolkit Update
- IV. Business Item Briefing(s)**
 - IV.4.** Towing and Vehicle Recovery Services Contract Award
 - IV.5.** Region 2000 Services Authority Settlement Resolution
 - IV.6.** Approval of New Ownership of the Lynchburg Hillcats Baseball Team
 - IV.7.** Lifelong Learning Committee
- V. Roll Call**
- VI. Closed Session**
 - VI.8.** Consideration of a closed meeting to discuss appointments for vacancies to the Social Services Advisory Board, Lynchburg Redevelopment and Housing Authority, Business Development Center, Greater Lynchburg Transit Company, Lynchburg Parking Authority, and Board of Zoning Appeals, pursuant to Section 2.2-3711(A)(1) of the Code of Virginia, 1950, as amended.



AGENDA ITEM SUMMARY

MEETING DATE

September 24, 2024

PRESENTED BY

Wynter Benda, City Manager

AGENDA ITEM # III.1

White Rock School Project Update

RECOMMENDATION

N/A

SUMMARY

The City Manager will give an update on the White Rock School project and public engagement process.

Built in 1912, the former White Rock Elementary School is located at 400 Buena Vista Street and was recently vacated by the Lynchburg Community Action Group. Funding appropriated in FY 2024 by City Council allows for community input, design and improvements to convert this facility into a neighborhood center. The project includes the entire block containing the school buildings bounded by Buena Vista, Poplar, Harvey and Tulip Streets.

PRIOR ACTION(S)

N/A

FISCAL IMPACT

Funding appropriated in FY2024 by city council allows for community input, design and improvements to convert this facility into a neighborhood center.

CONTACT(S)

Wynter Benda, City Manager

ATTACHMENT(S)

None

REVIEWED BY

Date: September 19, 2024

AGENDA ITEM SUMMARY**MEETING DATE**

September 24, 2024

PRESENTED BYMarjette Upshur, Director of Economic
Development & Tourism**AGENDA ITEM # III.2**

50th Running of the Virginia 10-Miler

RECOMMENDATION

Recognition of the 50th Running of the 10 Miler

SUMMARY

The City of Lynchburg recognizes the 50th anniversary of the Moore & Giles Virginia 10 Miler Road Race, a significant community event that has promoted health, fitness, and tourism in the region since 1974. The Virginia 10 Miler has attracted thousands of runners from across the nation and the world, contributing to Lynchburg's economic and social vitality. Staff will provide a brief update on the race's legacy, its impact on the local economy, and its role in fostering community spirit over the past five decades.

PRIOR ACTION(S)

N/A

FISCAL IMPACT

The City provides in-kind services and promotion for this legacy event.

CONTACT(S)

Marjette Upshur, Director of Economic Development & Tourism

ATTACHMENT(S)

1. Presentation

REVIEWED BY

Date: September 19, 2024

Marjette Upshur, Director of Economic Development & Tourism



Date: September 19, 2024

Kent White, Assistant City Manager



Date: September 19, 2024

Alicia Finney, Clerk of Council

50TH RUNNING OF THE VIRGINIA TEN MILER

September 24, 2024







AGENDA ITEM SUMMARY

MEETING DATE

September 24, 2024

PRESENTED BY

William Martin, Community Development
Director

AGENDA ITEM # III.3

Code Compliance and Property Toolkit Update

RECOMMENDATION

Staff update on the City's property toolkit for addressing code compliance issues. This item is information only, with no action required.

SUMMARY

On June 28, 2022, City Council adopted the additional code requirements for derelict buildings. These requirements, along with additional resources, have allowed the City to pilot a more proactive approach to addressing condemned/blighted properties. Staff will provide an overview of these efforts, to date, and how they are working with other code compliance programs to improve neighborhood safety and create infill housing opportunities.

PRIOR ACTION(S)

June 28, 2022: Council adopted City Code requirements for derelict buildings.
January 9, 2024: Council Work Session on Property Toolkit
May 14, 2024: PDC Presentation on Property Toolkit and Development Projects

FISCAL IMPACT

The City currently budgets \$100,000 annually to assist with the demolition of derelict buildings.

CONTACT(S)

William Martin, Community Development Director

ATTACHMENT(S)

1. Property Toolkit Presentation

REVIEWED BY

Date: September 13, 2024

William Martin, Community Development Director



Date: September 19, 2024

Kent White, Assistant City Manager



Date: September 19, 2024

Alicia Finney, Clerk of Council

PROPERTY TOOLKIT

City Council Work Session
September 24, 2024



ELEMENTS OF THE PROPERTY TOOLKIT

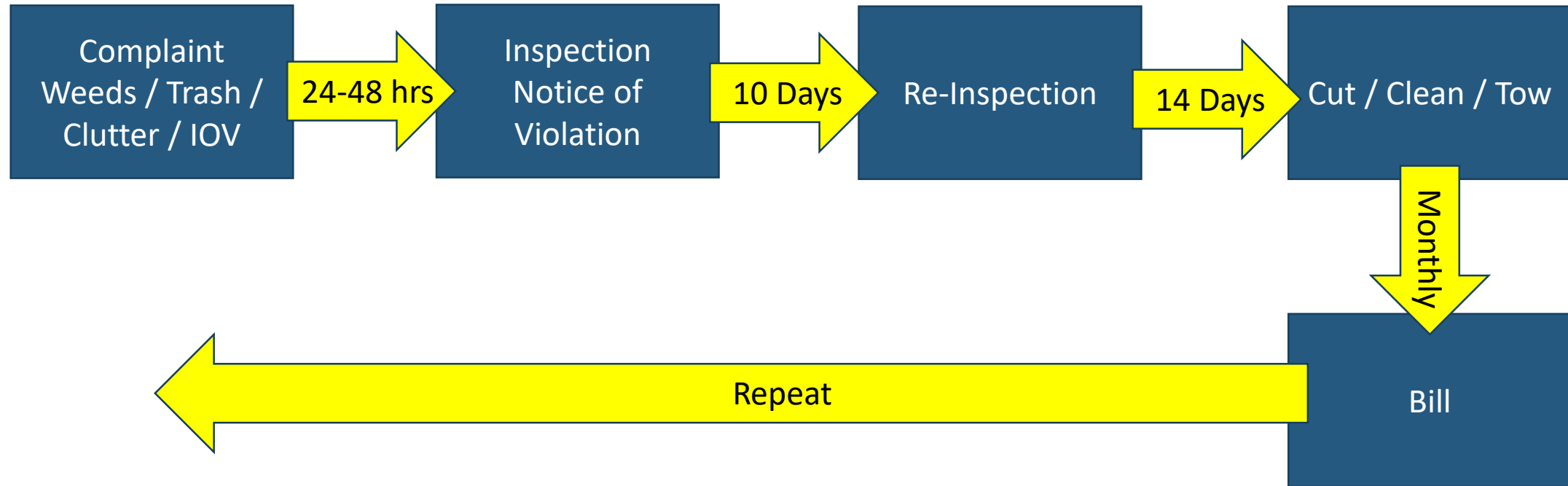
1. Programs

- Property Maintenance
- Rental Inspections
- Vacant Housing
- Derelict Housing
- Demolition
- Weeds
- Trash
- Clutter
- Abandoned Vehicles

2. Tax Delinquent Sale



PROPERTY TOOL KIT – NUISANCE COMPLAINTS



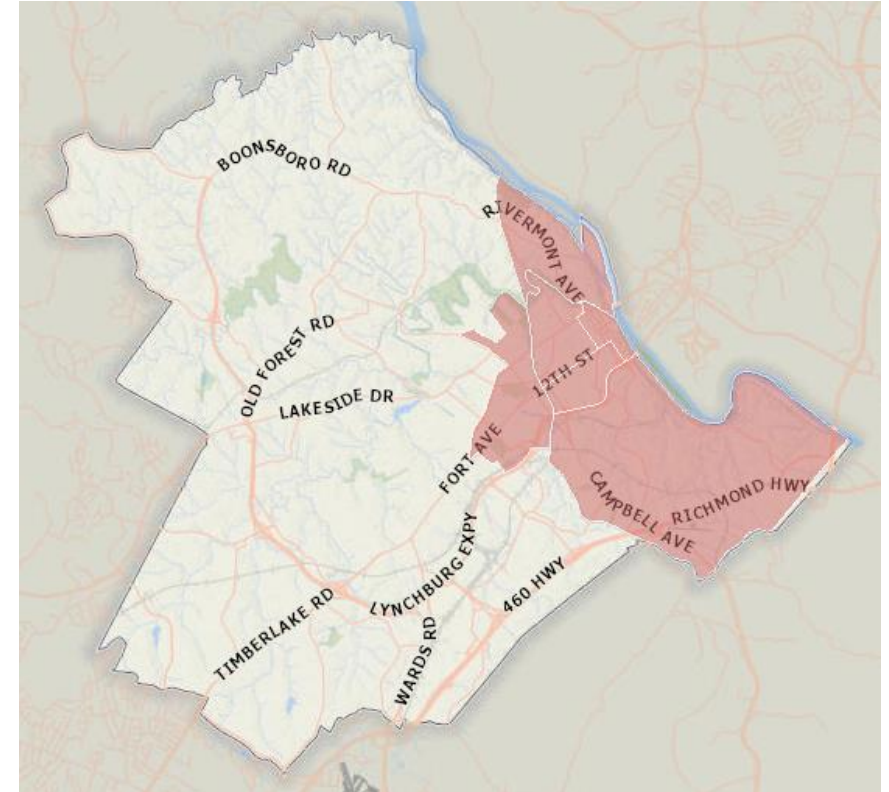
WEEDS, CLUTTER & INOPERABLE VEHICLES

Category	FY24
Abated by City	156
Private Abatement	511
In Progress	17
Total	684

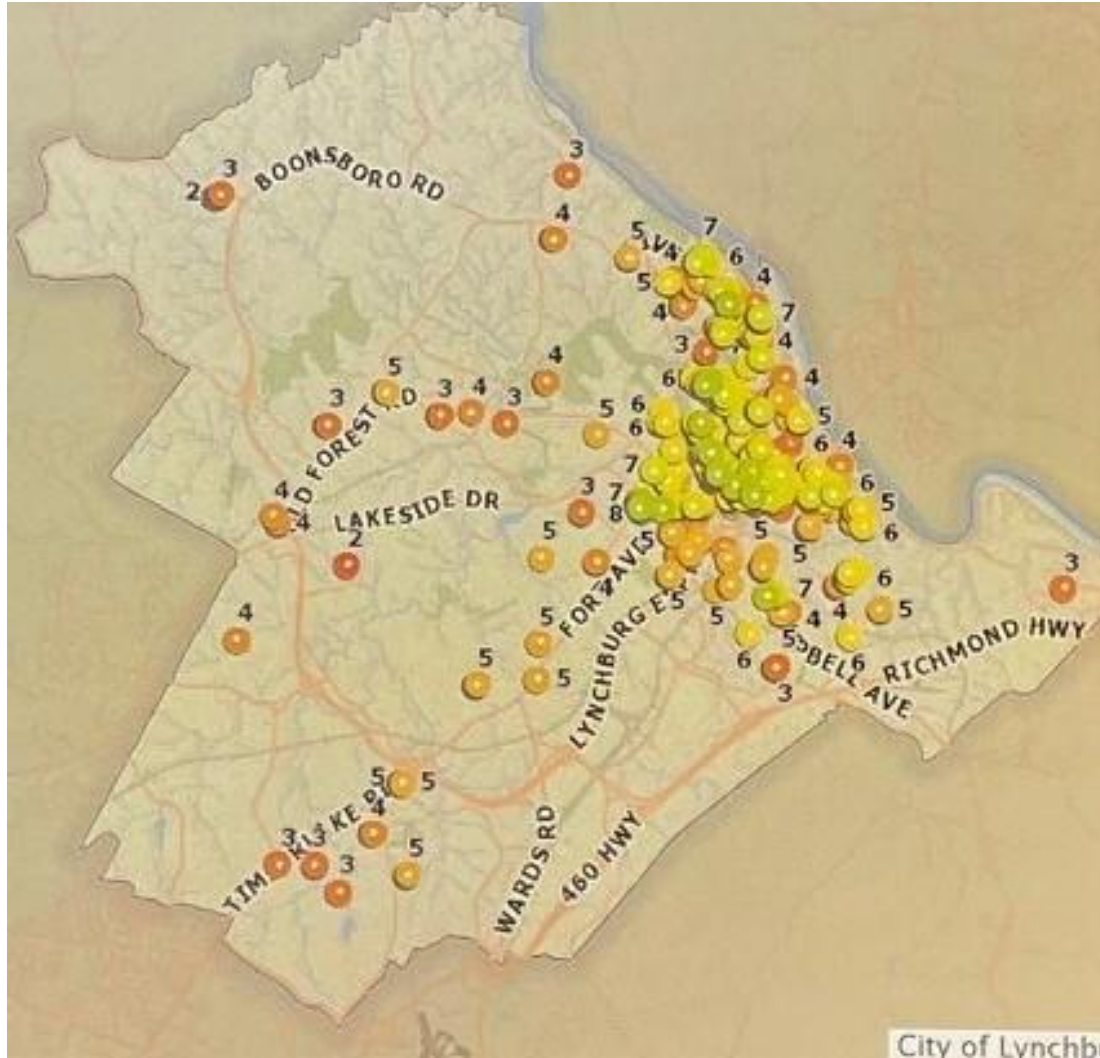


RENTAL INSPECTION PROGRAM

- Provides protection for citizens and neighborhoods by reducing sub-standard living conditions.
- Inspections based on Building Maintenance and Residential Rental Standards adopted in 1993.
- Approximately 4000 units.
- Inspecting – Approximately 340 Annually



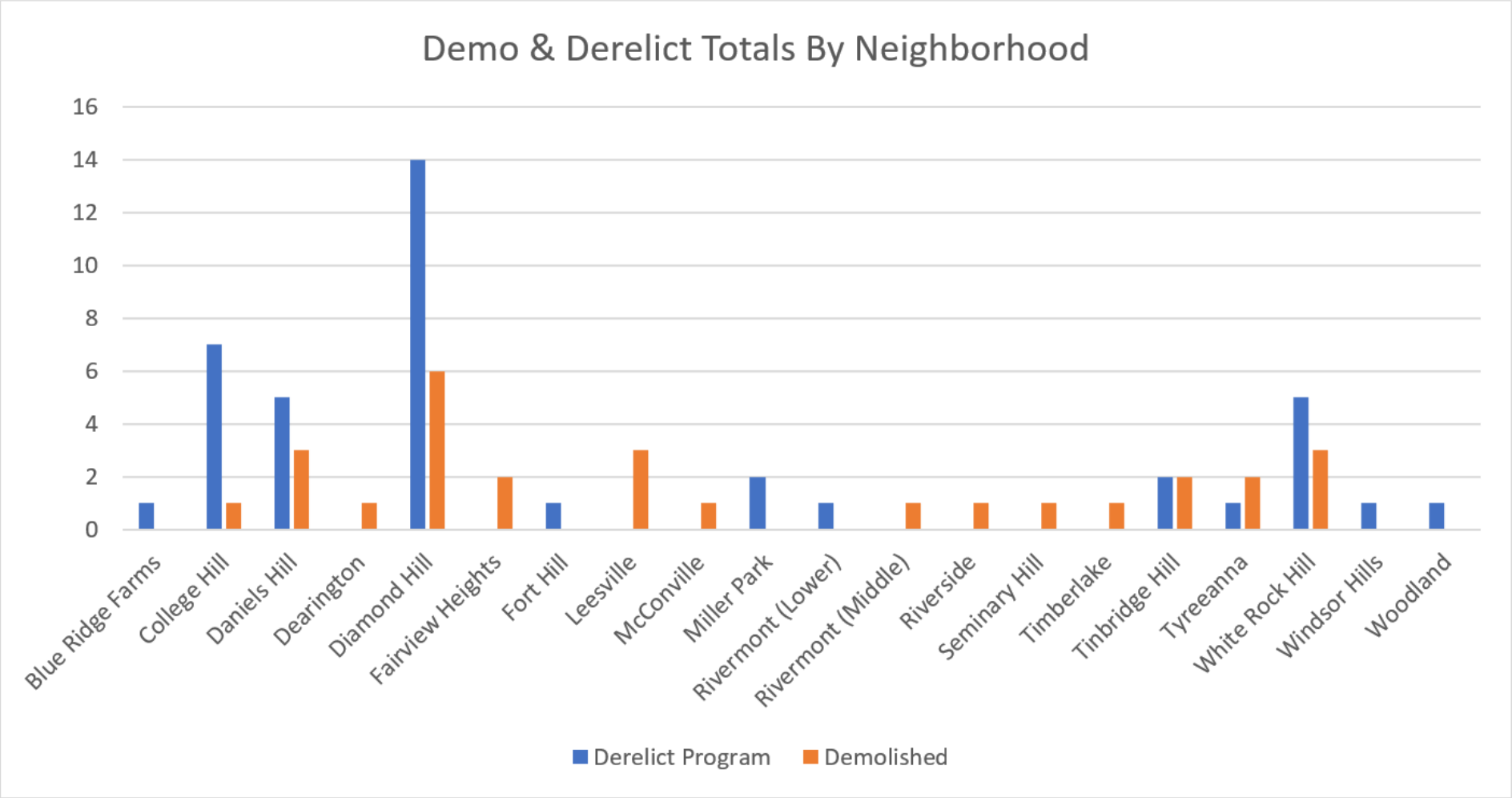
CONCENTRATION OF CONDEMNED BUILDINGS



PROGRAM FIGURES

Category	January 2024	May 2024	July 2024	Total
City funded demo	6	3	0	9
Private funded demo	5	4	5	14
Private/Partial Demo	1	1	0	2
Renovations	5	3	0 (13 in Progress)	8 (13 in Progress)
Derelict Program	17	14	10	41

PROGRAM FIGURES



DEMOLITION BY OWNER / CITY



420 Holly Street



DEMOLITION BY CITY



803 Dearing Street



DEMOLITION BY CITY



1709 Taylor Street



GOAL IS REHABILITATION



1710 Locust Street



1620 Taylor Street



GOAL IS REHABILITATION



1322 Wise Street



1323 Fillmore Street

GOAL IS REHABILITATION – RECENT START



85 Jackson Street



814 3rd Street

GOAL IS REHABILITATION – RECENT START



812 Main Street

COURT CASES

- 1606 Main Street – Myers & Rhodes – Remediated by Owner
- 501 Church Street – Remediated by Owner
- 305, 311 & 315 Pulaski Street
 - 305 Pulaski Street – Court – Continued
 - 311 & 315 Pulaski Street – Sold to Housing Authority
- 1112 Main Street – City Auditorium – Court - December, 2024



PROPERTY TOOL KIT

Public Safety / Quality of Life / Economic Development = Strong Neighborhoods

Lynchburg

- 9 Programs
- Current Staff – 5 Full Time – 3 Part Time
- Funding - \$100k – Demolition, \$30k for Weeds, Clutter & Trash

Roanoke

- Current Staff – 17 Full Time

Danville

- Current Staff – 14 Full Time
- Funding - \$350k - Demolition

NEEDED DEMOLITION



808 Florida Avenue



NEEDED DEMOLITION



1106 Jackson Street



PROPERTY TOOL KIT

Public Safety / Quality of Life / Economic Development = Strong Neighborhoods

Future

- Increased funding for demolition / stabilization of blighted structures
- Seed fund for Housing Trust Fund
- Funding for Strategic Property Acquisition

AGENDA ITEM SUMMARY**MEETING DATE**

September 24, 2024

PRESENTED BY

Stephanie Suter, Procurement Manager

AGENDA ITEM # IV.4

Towing and Vehicle Recovery Services Contract Award

RECOMMENDATION

Award the City's next towing and vehicle recovery contract to Bee Line Transport.

SUMMARY

The City's towing and vehicle recovery services contract with Bee Line Transport reached the end of its renewal year options and needed to be resolicited. This contract is primarily used for City-owned fleet vehicles, including Refuse Trucks and Fire apparatus, and Lynchburg Police Department initiated tows. It also covers towing of derelict vehicles requested by Community Development. The Towing Advisory Board convened to finalize the scope of services and terms of a request for proposals which was then posted on May 14, 2024 with all proposals due by June 13, 2024. Three proposals were received - Bee Line Transport, Cash's Garage, and Mitchell's Towing and Recovery.

An evaluation subcommittee composed of four Board members was established to review all proposals and bring forth their observations to the full Board. The full Board then performed site visits to examine facilities, operations, and equipment. There was full consensus to bring forth a recommendation to City Council to award the contract to Bee Line Transport.

PRIOR ACTION(S)

City Council approved award of the previous contract to Bee Line Transport on May 8, 2018. City Council adopted a resolution on March 28, 2023 reorganizing the City's Towing Advisory Board and authorizing the commencement of the procurement process for a new City contract for towing services.

City Council appointed members to the Towing Advisory Board on February 13, 2024.

Towing Advisory Board met on May 13, 2024 to finalize the Request for Proposals.

Towing Advisory Board Evaluation Subcommittee met on July 10, 2024 to discuss proposals.

Towing Advisory Board Evaluation Subcommittee met on July 11, 2024 to interview an Offeror via videoconference.

Towing Advisory Board met on July 18, 2024 to discuss proposals and next steps.

Towing Advisory Board met on July 30, 2024 to conduct facility tours of Offerors.

Towing Advisory Board met on August 22, 2024 to finalize their evaluation and recommendation to City Council.

FISCAL IMPACT

The average annual cost to the City for these services is less than \$25,000.

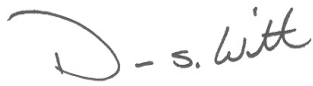
CONTACT(S)

Stephanie Suter

ATTACHMENT(S)

1. Proposed Resolution - Towing & Vehicle Recovery Services Contract Award
2. RFP 2024-058 (Exhibit "A")
3. BIB - Towing 2024

REVIEWED BY



Donna Witt, Chief Financial Officer

Date: September 09, 2024



Gregory Patrick, Deputy City Manager

Date: September 19, 2024



Alicia Finney, Clerk of Council

Date: September 19, 2024

A RESOLUTION TO AWARD A TOWING AND
VEHICLE RECOVERY SERVICES CONTRACT

RESOLUTION:

#R-24-_____

WHEREAS, after review and approval by the Towing Advisory Board (the “Board”), the City of Lynchburg, Virginia (“City”) advertised for Towing and Vehicle Recovery Services by issuing a Request for Proposals (“RFP”), identified as RFP 2024-058, a copy of which is attached hereto as **Exhibit “A”**; *and*

WHEREAS, the City timely received three (3) proposals in response to the said RFP issued, one (1) of which was from Bee Line Transport, Inc.; *and*

WHEREAS, all the proposals received were evaluated by the Board, and the Board determined that Bee Line Transport, Inc. was the most qualified and capable firm to fulfill the City’s needs as advertised by RFP 2024-058.

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LYNCHBURG, VIRGINIA:

1. That the Council of the City of Lynchburg, Virginia authorizes and approves the City’s award of a Towing and Vehicle Recovery Services Contract to Bee Line Transport, Inc.
2. That the City Manager is authorized to take any and all actions necessary to effectuate the substance of this Resolution, including, but not being limited to, executing a contract and other documents on behalf of the City that are specific to the award/entry of a Towing and Vehicle Recovery Services Contract to/with Bee Line Transport, Inc.
3. That any and all documents which may have been signed before the adoption of this Resolution, which are connected to the substance of this Resolution, are ratified.
4. That, the City’s Procurement Manager, who served as a City Staff Liaison of the Board, joins in this Resolution by signature to show the Board agreed that a Towing and Vehicle Recovery Services Contract be awarded to Bee Line Transport, Inc. in relation to RFP 2024-058. Therefore, the requirement for a written recommendation from the Board, as described in Resolving Clause #3 of Resolution #R-23-020, is hereby waived.
5. That this Resolution shall become effective upon its adoption.

Adopted:

Certified: _____
Clerk of Council

The Towing Advisory Board for the City agreed a Towing and Vehicle Recovery Services Contract be awarded to Bee Line Transport, Inc. in relation to RFP 2024-058.

Stephanie Suter, Procurement Manager
City of Lynchburg, Virginia

**REQUEST FOR PROPOSALS TITLE PAGE**

Include This Page as the First Page in Your Proposal Response

Proposal Title: **TOWING AND VEHICLE RECOVERY SERVICES**

This is the City of Lynchburg's Request for Proposals (RFP) No. **2024-058** issued **May 14, 2024**. Direct inquiries for information should be directed to Stephanie Suter: stephanie.suter@lynchburgva.gov or 434-455-3963. All requests for clarification of or questions regarding this RFP must be made in writing and be received by **2:00 PM, June 6, 2024**. All responses to this solicitation shall be in strict accordance with the requirements set forth in this RFP document and the ensuing contract documents.

Sealed proposals will be publicly accepted prior to **4:00 PM, June 13, 2024**; however only the names of firms responding will be available for announcement. Proposals received after the stated due date and time shall not be considered and will be returned to the Offeror. Submit proposals in a sealed, opaque envelope, and put the RFP number, title, due date and time on the lower left front. Offerors are responsible for having their proposal stamped by Procurement Division staff before the deadline indicated above and acknowledge all addenda so issued in the space provided below. Any alteration or changes to this RFP will be made only by written addendum issued by the Procurement Division and all Offerors are responsible for obtaining issued addenda from the City's Procurement website: <https://www.lynchburgva.gov/Bids.aspx>.

Acknowledge receipt of addenda here: No. ____ Date: ____ No. ____ Date: ____ No. ____ Date: ____

Submit Proposals: **BY MAIL, GROUND DELIVERY, OR HAND DELIVER TO:**

Procurement Division
Third Floor City Hall
900 Church Street
Lynchburg, Virginia 24504

Information the Offeror deems Proprietary is included in the proposal response in section(s): ____
See Paragraph B. on page 2 for guidelines on submitting proprietary information.

In compliance with this RFP and all the conditions imposed therein, the undersigned offers and agrees to furnish the services in accordance with the attached proposal or as mutually agreed by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this Request for Proposals. Sign in ink and type or print requested information.

Full Legal Name of Offeror: _____

Fed ID OR SOC. SEC. NO.: _____ Date: _____

Address: _____ Phone: _____

E-mail address: _____

Signature: _____

Typed or Printed Name, Title

City Procurement Manager's Signature

I. SUBMISSION OF PROPOSALS

- A. An original (1), so marked, and three (3) copies, so marked, for a total of four (4) of the proposal document are required. In addition, submit one (1) copy of proposal in an electronic format either on a USB drive with printed proposals OR send an electronic file via e-mail to stephanie.suter@lynchburgva.gov within 24 hours after the proposal due date; do not send the file before the advertised due date. The City of Lynchburg (City) will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, the City will notify the Offeror of the deficiency and request that the appropriate number of copies be delivered within 24 hours. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for the City to reject such proposals. Telegraphic or facsimile submission of proposals is not acceptable and any such proposals will not be considered.
- B. **Submission of Proprietary Information**
Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. (Section 2.2-4342 F. of the Code of Virginia). Offerors shall submit, in a separate section of the proposal, any information considered proprietary and any copyrighted material and clearly identify the information as proprietary and/or copyrighted information. Offerors may not declare their entire proposal proprietary nor may they declare proposed pricing to be proprietary. References may be made within the body of the proposal to proprietary information; however, all information contained within the body of the proposal not in the separate section labeled proprietary shall be considered Public Information.
- C. Proposals having any erasures or corrections must be initialed by the Offeror in ink.
- D. The City reserves the right to accept or reject any or all proposals, to waive informalities, and to reissue any request for proposals and to award contracts to multiple Offerors. Any contract resulting from this Request for Proposal shall not be exclusive to the successful firm. The City reserves the right to contract with firms not party to the resultant contract for similar work if it determines this to be in their best interest.
- E. By submitting a proposal, the Offeror agrees that the proposal will not be withdrawn for a period of 90 days following the due date for proposal responses.
- F. By submitting a proposal, the Offeror certifies that it has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated its proposal for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with the City.
- G. By submitting a proposal, the Offeror certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontracting firm in connection with its proposal; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised.
- H. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit proposals.
- I. It is the policy of the City of Lynchburg to maximize participation by minority and women owned business enterprises in all aspects of City contracting opportunities. The City does not discriminate against faith-based organizations.
- J. The City will not be responsible for any expense incurred by any Offeror in preparing and submitting a proposal. All proposals submitted will become the property of the City.
- K. By submitting a proposal, the Offeror is certifying that Offeror is not currently debarred by the City, or in a procurement involving federal funds, by the Federal Government. A copy of the City debarment procedure in accordance with Section 18.1-10 of the City's Procurement Ordinance is available upon request.

II. PURPOSE & BACKGROUND

The City of Lynchburg is soliciting proposals from qualified operators to provide towing services for City-owned vehicles and private vehicles that come under the jurisdiction of the Lynchburg Police Department (Police initiated tows), the Community Development Department (derelict vehicles), and the Public Works Department (abandoned vehicles).

The intent is to award a five-year contract with an initial two-year term and the option to renew for an additional three-year term. The Towing Service Provider shall not assign, transfer, convey, or subcontract its responsibilities under the contract to any other persons, company, or corporation without the prior written consent of the City.

III. SCOPE OF SERVICES

The City will consider proposals for less than the full scope of services described below. Offerors may propose to provide only selected services; however, it will be the City's sole discretion whether to award a single contract or several contracts for the desired services.

While the Scope of Services specifies the qualifications and equipment generally acceptable to the City of Lynchburg, the Towing service provider is expected to meet towing industry standards and to perform all activities in compliance with federal, state, and local statutes, ordinances and regulations.

Offerors must state any exceptions to the following qualifications and performance requirements.

A. General Qualifications

1. The Towing Service Provider must operate as an independent entity and have an office with a physical address and phone number listed in the Lynchburg area telephone directory (answering service, beepers and voice mail transfers are not acceptable).
2. The Towing Service Provider shall be available to respond within the City of Lynchburg twenty-four hours a day, seven days a week, including holidays.
3. The Towing Service Provider shall obtain a City of Lynchburg business license if applicable.
4. All applicable City of Lynchburg taxes (e.g., real estate, business license, personal property) must be current with respect to both filing and payment.
5. The Towing Service Provider must disclose if any individual associated with the company has a prior felony conviction and/or any pending personal or business lawsuits.
6. The Towing Service Provider's employees shall wear shirts with the employee's name and company name affixed and must possess business cards with their name, the company name and a business telephone number.
7. All towing and recovery operators must possess a valid driver's license, commercial driver's license, and any other license required for the equipment operated.
8. The City and the Towing Service Provider shall establish a procedure for addressing towing related complaints from citizens.
9. Vehicles are to be towed damage-free and by the most direct route to the location specified.
10. The Towing Service Provider shall maintain a detailed log of all tows made for the City which shall be open for inspection by the City at all times.
11. The Towing Service Provider shall respond to calls with only equipment owned or leased by them – calls shall not be passed on to another tower.
12. All equipment used by the Towing Service Provider must be in constant working order.

13. Any operator taking medication, either by a doctor's prescription or own free will, shall not be allowed to operate a towing vehicle if such medication affects the person's ability to operate a motor vehicle and/or perform the duties required.
14. Any operator injured or causing personal injury while performing work under this contract shall be subject to a drug and alcohol screening by the Service Provider.

B. Required Equipment

1. Light Duty Trucks: 0-10,000 lbs Gross Vehicle Weight
Medium Duty Trucks: 10,001-26,000 lbs Gross Vehicle Weight
Heavy Duty Trucks: 26,001-80,000 lbs Gross Vehicle Weight
2. All required towing vehicles shall be maintained in good condition with valid Virginia license plates, current Virginia inspection stickers, DMV stickers and local decals.
3. Light Duty and Medium Duty vehicles must include crane recovery wreckers and car carrier/rollback wreckers.
4. Heavy Duty vehicles must include two 25-ton units; one being hydraulic with under lift, the other may be a cable styled; vehicles must contain all-weather, all-terrain tires on rear wheels.
5. Heavy recovery vehicles must have equipment suitable for towing high-value assets (Fire Ladder trucks, Fire Pumper trucks, Sewer combination trucks, etc.) without causing any damage to the towed vehicle. Any/all damages caused by the towing contractor, whether by operator negligence, or faulty or inadequate equipment, shall be the sole responsibility of the towing contractor for payment.
6. All wrecker units must have the following equipment and supplies:
 - At least two amber revolving 360-degree emergency lights (LED preferred) mounted on the highest part of the vehicle;
 - All-weather tires, all-terrain tires mounted on rear wheels;
 - Dual rear wheels;
 - One hundred (100) feet, or more, of 3/8 inch or larger cable;
 - A boom capacity and individual power winch pulling not less than the towed vehicle's weight rating;
 - Dollies, scotch blocks and snatch block (dollies not required for Heavy Duty vehicles);
 - Wheel lift or under lift capability;
 - Minimum of one carbon dioxide (CO2) fire extinguisher;
 - Lock-picking tools suitable for unlocking vehicles;
 - One heavy duty street broom and one shovel;
 - Minimum of one reflective traffic vest per operator;
 - Traffic safety flares;
 - Portable safety cones or street reflectors; and
 - Spill prevention/containment kits, including gas and oil absorbent materials.
7. All towing and recovery service vehicles must display the correct name, address and telephone number of the company in letters at least three (3) inches tall.

C. Response Times (On-Site)

1. Light Duty Vehicle response time: 30 minutes

2. Medium Duty Vehicle response time: 30 minutes
3. Heavy Duty Vehicle response time: 45 minutes

D. Insurance Requirements

The Towing Service Provider shall procure, maintain, and provide proof of insurance coverage for injuries to persons or damages to property which may arise from or in connection with the work performed on behalf of the City by the Towing Service Provider, its agents, representatives, employees, or subcontractors. Coverage shall be maintained by the Towing Service Provider for the duration of the contract period. Verification of current insurance must be provided prior to contract signing and upon each subsequent renewal.

1. Comprehensive General Liability: \$3,000,000
2. Automobile Liability: \$1,000,000
3. Workers Compensation: Statutory Amount
4. Garage Keepers Liability: \$1,500,000
5. Physical damage/On hook coverage \$3,000,000
6. All insurance policies shall contain a clause obligating the insurer to give the City thirty (30) days written notice prior to any modifications or cancellation.
7. The Towing Service Provider must agree to indemnify and hold harmless the City of Lynchburg, its agents, employees and officials from any and all claims, casualties, damages or injuries arising out of its actions under the towing contract.
8. The City of Lynchburg, Virginia, its officers/officials, employees, agents, and volunteers (the City) shall be added as "insured" under the terms and conditions of the policies for liabilities which may arise out of the Towing Service Provider's operations.

E. Secure Storage Requirements

1. The Towing Service Provider shall have an appropriately zoned, fenced-in, adequately lighted, secure lot for vehicles towed under the contract. The lot should be located within the City limits or within 5 miles of the City limits.
2. The storage lot shall have a sign posted in a conspicuous place identifying the company name and telephone number and hours of operation.
3. The fence around the lot shall be at least six feet in height.
4. The storage lot shall have a properly maintained paved or gravel surface.
5. An inside storage area shall be provided. The inside storage area must be isolated from general access and provide insulation from contamination until a vehicle has been inspected for evidence and released from isolation by the Police Department.
6. There must be an attendant on duty within the business office from 8:00 am through 6:00 pm for the purpose of permitting inspections or releasing stored vehicles, except on weekends and holidays.
7. It shall be the sole responsibility of the Towing Service Provider to notify the owner and/or lien holder of any vehicle that is stored on its lot for more than seven (7) days.
8. Storage lots shall be subject to periodic inspections by the City.
9. Proposals shall describe in detail all features of storage lot such as location, size, storage features, height of fence, lighting, entrances, installed security systems, etc.

F. Rates

1. All costs incident to towing and storage shall be paid to the Towing Service Provider by the vehicle owner/operator, or the owner's representative.
2. The towing and storage fees charged by the Towing Service Provider shall be reasonable and comparable to those fees charged by other towing companies within the Greater Lynchburg area. The storage fees charged shall not exceed the amounts allowed by Section 46.2-1233.1 of the State Code.
3. The Towing Service Provider shall issue an itemized receipt for payment to the owner/operator or the owner's representative when the vehicle is released.
4. The City of Lynchburg will negotiate specific rates for the tows of City owned vehicles and for any tows that are initiated under the City Code. The proposal shall include proposed fees, expressed as a flat fee which shall include all costs associated with the service, for the following services: ~~---~~
 - Towing of Class I, II, and III vehicles for each service type as listed in Attachment A. Include any additional charges not included in the flat fee.
 - Accident Cleanup price should include first 30 minutes of clean up at the accident scene and the use of solvents.
 - Extended time on scene price should include a price per minute for accident recovery/cleanup incidents in excess of 30 minutes. Extended time charges are capped at a maximum of 15 minutes.
 - Show-up Charge: when the Towing Service Provider arrives and has backed up to the vehicle to begin the procedure, but the owner's arrival eliminates the need for the service, the Towing Service Provider shall be allowed a flat fee as compensation for response to the call.
 - Storage of the vehicle for the first twenty-four (24) hours after the tow should be free and a price provided per day after the first twenty-four (24) hours.
 - Opening of the office to allow vehicles to be claimed at other than normal working hours.
5. Any other fee the offeror considers normal and reasonable.
6. The Towing Service Provider shall have the capability to accept cash, certified checks and at least two (2) major credit cards as payment for services rendered under the contract.

G. Police Initiated Tows

This covers the towing of vehicles ordered or deemed necessary for removal to enforce city ordinances or to assure safe and orderly movement of traffic.

1. Towing services for vehicles that are towed as a result of being disabled because of an accident, breakdown, or evidence recovery will be handled as follows:
 - The vehicle owner/operator selects the towing firm and directs the disposition of the vehicle, if possible.
 - If the owner/operator has no preference, or is unable to make a decision, dispatch will contact the contracting towing provider of the dealership selling that particular make and the vehicle will be towed to the dealership.
 - If the owner/operator has no preference, but would prefer that the vehicle not be taken to the dealership, or if there is no local dealership for the particular make, the City's designated Towing Service Provider is contacted and takes the vehicle to their secure storage facility.
 - All vehicles towed to the Towing Service Provider's facilities shall be maintained in a secure manner until the owner/operator or owner's representative specifies the ultimate destination for the vehicle.

- The Towing Service Provider shall not attempt to solicit repair services or steer the vehicle's owner to a particular repair service, garage, body shop or dealership.
2. It shall be the responsibility of the Towing Service Provider to determine the appropriate wrecker to be sent on any call. The Police Officer requesting the service will describe the circumstances of the situation in sufficient detail to allow the Towing Service Provider to respond appropriately. It shall be the responsibility of the Towing Service Provider to inform the Police Department of the final location of a vehicle towed from private property.
 3. Response time for the arrival on the scene by the tow truck shall not exceed thirty (30) minutes from the time the call for service is made by the Police Department. In the event the Towing Service Provider determines from the circumstances of the call for service that a heavy-duty wrecker is required, an additional fifteen (15) minutes will be allowed. In the event the response time exceeds the set time limits, the City reserves the right to call any available towing service. Such substitute service shall be directed to deliver the vehicle to be towed to the Towing Service Provider's storage facility. The City's Towing Service Provider shall be liable to pay the substitute towing service's usual and customary towing charge, but in no case shall a sum in excess of the contract rate be charged to the vehicle owner by the Towing Service Provider.
 4. When responding to an accident the Towing Service Provider's employee shall provide the police officer and customer, if available, a business card and tow receipt prior to leaving the accident scene.
 5. The Police Department personnel at the scene shall be responsible for enforcement of City ordinances and for assuring the safe and orderly movement of traffic. No member of the Police Department shall operate the wrecker equipment of the Towing Service Provider. Nor shall they attempt to instruct any employee of the Towing Service Provider concerning any aspect of the procedure for the removal of a vehicle, with the exception of that portion of the procedure which pertains to the removal of the towed vehicle and any accompanying debris in such a manner as to assure the safe and orderly movement of traffic.
 6. The Towing Service Provider shall be responsible for cleaning up debris and reasonable quantities of fluid spills prior to leaving the accident scene.
 7. The Towing vehicle operator shall complete and sign at the scene from which the vehicle is to be towed, a form containing the license number, vehicle identification number and towing destination.
 8. The Towing Service Provider shall be responsible for the safe-keeping of the vehicle and all contents left in the vehicle from the time of hook-up until released to the owner in accordance with the law.
 9. The Towing Service Provider shall keep reasonable information concerning towed and stored vehicles.
 10. The Towing Service Provider will be responsible for releasing police-initiated towed vehicles (other than vehicles seized by law enforcement, to be stored at a secured location designated by the officer) to the registered owner or someone the owner authorizes (by notarized-signed letter), granting them permission to retrieve the vehicle.
 11. The Towing Service Provider will e-mail to LPD's Information Desk, paperwork signed by the owner of the vehicle (or their designee) after the vehicle has been properly released.

H. Towing of Derelict Vehicles

The desired services are for the towing, storage and disposal of inoperative, derelict motor vehicles that are located within the City on either public or private property as defined in Section 21-61 of the City Code. A request for these services will typically be generated by the Community Development. Towing services for derelict vehicles will be handled as follows:

1. Upon notification by the proper City officials, the Towing Service Provider shall provide towing of identified vehicles within seventy-two (72) hours, weather permitting. In the event the Towing Service Provider does not tow an identified vehicle within seventy-two (72) hours, the City has the right to have the vehicle towed by another towing company. Once the vehicle has been towed, the Towing Service Provider shall notify the City's Department of Community Development within 24 hours.

2. The Towing Service Provider shall provide for the storage of towed vehicles for a minimum period of fifteen (15) days. The storage fee shall be as stated in the contract. The storage facility must meet City of Lynchburg Code specifications and provide protection against vandalism, theft, etc.
3. Upon towing of inoperative vehicles, the Towing Service Provider will notify the owner that the vehicle has been towed and is in storage and will be disposed of according to the Lynchburg City Code unless otherwise claimed prior to the end of fifteen (15) days.
4. At the end of the minimum fifteen (15) day period, towed vehicles shall be disposed of by the Towing Service Provider as provided by law.

I. Towing of Abandoned Vehicles

The desired services are for the towing, storage and disposal of abandoned motor vehicles that are located within the City on either public or private property as defined in Section 25-275 of the City Code. A request for these services will typically be generated by the Lynchburg Police Department.

1. Upon notification by the proper City officials, the Towing Service Provider shall provide towing of identified vehicles within twenty-four (24) hours in the case of an immobilized vehicle. In the event the Towing Service Provider does not tow an identified vehicle within twenty-four (24) hours, the City has the right to have the vehicle towed by another towing company. Once the vehicle has been towed, the Towing Service Provider shall notify the Police Department.
2. Upon notification by the proper City officials, the Towing Service Provider shall provide towing of identified vehicles within twelve (12) hours in the case of an immobilized vehicle due to weather conditions or another emergency situation. In the event the Towing Service Provider does not tow an identified vehicle within twelve (12) hours, the City has the right to have the vehicle towed by another towing company. Once the vehicle has been towed, the Towing service provider shall notify the Police Department.
3. Procedures for storage shall be as described above for derelict vehicles. The Lynchburg Police Department will notify the owner that the vehicle has been towed.

J. Towing of City Owned Vehicles

The desired services are for the towing of disabled vehicles owned by the City of Lynchburg. The City owns a variety of vehicles and associated equipment that may need towing on occasion. Towing services will be requested by Fleet Services or the department operating the vehicle. Typically, tows will be from the breakdown location to a City shop or to a contracted service location. The City will negotiate prices based on vehicle classes as follows:

- Class I: automobiles and other vehicles up to and including $\frac{3}{4}$ ton capacity
- Class II: vehicles over $\frac{3}{4}$ ton capacity up to and including 2-ton capacity
- Class III: vehicles with a capacity rating over 2 tons or 2-piece units

The desired services include the towing of vehicles and equipment at the City landfill and a rapid response for vehicles involved in snow removal operations.

Minimum Qualifications

The successful Contractor shall have the capability to provide all of the specified equipment and labor necessary for the completion of the project. At a minimum, the Contractor shall meet the following qualifications:

- Five (5) years of experience performing similar work for municipalities or other public entities in the Commonwealth of Virginia.

VI. PROPOSAL PREPARATION

Proposals must address the items included in the Scope of Services and the Criteria for Proposal Evaluation. Proposals should be prepared simply, providing straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. **Responses shall be limited to no more than 30, one sided, or 15 double sided pages including all other materials, but, excluding the cover and Title Page.** Each copy of the proposal must be bound with all documentation in a single volume where practical. Failure to do so will result in a lowered evaluation. Incomplete proposals may be determined nonresponsive. Proposals with extraneous information or staff will receive lower ranking. Offerors should organize their proposals using the format described below:

A. Title Page

Furnish the **REQUEST FOR PROPOSALS TITLE PAGE** and include it as the first page of the proposal. The name stated on the Title Sheet must be the full legal name of the Offeror and the address must be that of the office which will have the responsibility for the services provided. Offers should acknowledge receipt of addenda on the Title Page. Failure to do so may result the proposal being deemed non-responsive.

B. Section 1 – Business Information

Provide a full description of the offeror's business including its location, contact information and size of storage facility.

C. Section 2 – Equipment and Resources

Provide the number and type of vehicles including size, towing capacity, year and model of vehicles to be used in performance of desired services. In addition, provide the number of qualified operators that will be available to operate such equipment and list their licenses and certifications.

D. Section 3 – Service Strategy/Philosophy

Provide a complete description of the customer service philosophy and overall service delivery strategy including initial implementation of towing services.

E. Section 4 – Experience of the Offeror in Providing This Service

Include a brief statement of the Offeror's experience in providing the services stated in the Scope of Services. Provide a copy of your company's safety policy and list any major safety violations received in the last 5 years.

F. Section 5 - References

Provide a list of clients for whom similar services have been provided and dates when the service was provided. Include client name, address, telephone number, description of type of services performed, and person the City may contact.

G. Section 5 – Cost of Services

Proposed costs and fees for all services on the pricing sheet provided as Attachment A to this RFP. Proposed rates shall be all inclusive and based on a per vehicle rate. No additional expense shall be considered, unless mutually by agreed upon by subsequent negotiations

VII. PROPOSAL EVALUATION AND AWARD

The following criteria will be utilized in evaluating proposals:

- A. Amount and condition of equipment and resources to deliver services (20%);

- B. Overall qualifications and previous experience of the Offeror (20%);
- C. Availability, location and condition of storage facilities (20%);
- D. Cost of providing services (30%); and
- E. Customer service philosophy (10%).

Method of Award

Following evaluation of the written proposals as submitted, presentations shall be held prior to selection. The opportunity to present shall be made to two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, and respondents ranked 1, 2, 3 or more. Upon completion of the presentations the selection committee shall select the number 1 ranked firm and the City shall begin negotiations with that firm in an attempt to reach an agreement to provide the services. Price shall be considered, but need not be the sole determining factor. If after negotiations have been conducted with the top ranked firm, an agreement cannot be reached, negotiations will be terminated with that firm, and negotiations began with the firm ranked number 2. This procedure will continue until an agreement is reached or negotiations are terminated and the services re-solicited. At any stage of the selection process should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The City reserves the right to select the Offeror that best meets the needs over the long-term period of the contract including budgetary and regulatory requirements.

Notice of Award will be posted on the City's website.

Contract Term

The initial term of this contract shall be for two years from contract signing, with the option to renew for an additional three year term, upon mutual consent of the parties to the contract.

VIII. GENERAL TERMS AND CONDITIONS

The Contract for Services ("Contract" or "Agreement") with the successful Offeror will contain the following Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the City Terms and Conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions Offeror takes exception to or seeks to amend or replace as well as to provide Offeror's additional or alternate Contract terms may result in rejection of the proposal.

A. Subcontracting and Assignment of Work

The Service Provider shall not subcontract or assign portions of the work, other than those specifically defined in the contract, without the express written consent of the City. A description of any work the Offeror proposes to subcontract shall be submitted to the City for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontracting firm. This submittal shall also include a list of the key personnel that the subcontractor will assign to the project. All work performed by any subcontractor shall be coordinated by the Service Provider who shall be responsible to the City for all work performed by any subcontractor or special Service Provider.

B. Independent Successful Firm

The Service Provider is an independent firm and nothing contained in a subsequent contract shall constitute or designate such firm or any of its agents or employees as employees of the City.

C. Notification

Any notice required by the contract shall be effective if given by registered mail, return receipt requested, to the Service Provider in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to the City shall be given to the City of Lynchburg, Procurement Manager, 900 Church Street, Lynchburg, VA 24504. The Service Provider agrees to notify the City immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five calendar days after the date of mailing.

D. Cooperative Procurement

As authorized in § 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Service Provider.

E. Termination

Subject to the provisions below, the contract may be terminated by the City upon thirty (30) days advance written notice to the Service Provider; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the contract may be extended upon written approval of the City until said work or services are completed and accepted. All information and materials gathered and/or prepared by or for it under the terms of the contract shall be delivered to, become and remain the property of the City. The City shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Service Provider.

Termination for Convenience:

The City may terminate this contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

Termination for Cause:

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Service Provider shall not be entitled to termination costs.

Termination Due to Unavailability of Funds in Succeeding Fiscal Years:

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Service Provider shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

F. Laws and Regulations

The Successful firm shall abide by all Federal, State and Local laws and regulations governing the provision of the services called for in the contract. The Successful firm shall give notice and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the

work.

By entering this Contract, the Service Provider certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

This contract shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. Any legal proceedings arising out of or related to this contract shall be filed by the parties in the City of Lynchburg General District Court or the Lynchburg Circuit Court.

G. Additional Services

The City may add to the Scope of Services any services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon.

H. Severability

Each paragraph and provision of the resultant contract will be severable from the entire contract and if any provision is declared invalid, the remaining provisions shall remain in effect.

I. Licenses and Permits

The successful firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work which are legally required prior to and during the work. The City will not charge for any permits required by the City of Lynchburg.

J. Nondiscrimination

If the resultant contract exceeds \$10,000, during the performance of the contract, the Service Provider agrees as follows:

- a. The Service Provider will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Service Provider. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Service Provider, in all solicitations or advertisements for employees placed by or on behalf of the Service Provider, will state that such Service Provider is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Service Provider will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontracted firm or vendor.

K. Payments to Successful firms

Payments to the Service Provider shall be made within 30 days after receipt of an approved invoice for services provided in the previous month. Backup documentation for each invoice shall be provided in detail satisfactory

to the City. The Service Provider's records and documentation supporting such invoices shall be made available to the City upon reasonable request. The Service Provider agrees to retain all records, documents and support materials relevant to the contract for a period of five years following final payment. Invoices must be prepared in formats as required by funding agencies.

In accordance with Virginia Code Section 2.2-4354 the Service Provider agrees that:

1. Should any contractor be employed by the Service Provider for the provision of any goods or services under this Contract, the Service Provider agrees to the following:
 - (a) The Service Provider shall, within seven days after receipt of any payments from the City pursuant to this Contract, either:
 - (1) Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the goods or services provided by the subcontractor; or
 - (2) Notify the City, as applicable, and the subcontractor, in writing, of the intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Written notice to the City shall be given to: City of Lynchburg Procurement Manager, 900 Church Street, Lynchburg, VA 24504.
 - (b) The Service Provider shall pay interest to the subcontractors, at the rate of one percent per month on all amounts owed to the subcontractor that remain unpaid after seven days following receipt of payment from the City for goods or services provided under this Contract, except for amounts withheld under subparagraph (a)(2) above.
 - (c) The Service Provider shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractors firm.
 - (d) The Service Provider's obligation to pay an interest charge to a subcontractor shall not be an obligation of the City.
 - (e) No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.

L. Contractual Claims

Any claims by a contractor or anyone claiming on the contractor's behalf against the City arising under or relating to a contract shall only be resolved as specified in the City's Procurement Ordinance, Sec. 18.1-7, ensuring timely notice of the claim.

The contractor shall give the City written notice of any claim within ten (10) days of the beginning of the occurrence of the event leading to the claim being made. The written notice shall be a document from the contractor addressed to the City official or employee designated by the contract to receive such notice, or if no one is so designated, to the City Manager. The written notice shall clearly state the contractor's intention to make a claim, shall describe the occurrence involved, and shall be transmitted in a manner to ensure receipt by the City. The contractor shall submit the claim and any supporting data to the City within thirty (30) days after the occurrence giving rise to the claim ends. The burden shall be on the contractor to substantiate that it has given written notice and submitted its claim in accordance with this provision.

M. Taxes

The Service Provider shall pay all City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price as the taxes shall be an obligation of the Service Provider and not of the City and the City shall be held harmless for same by the Service Provider.

N. Indemnification

To the fullest extent permitted by law, the Service Provider, for itself, heirs, representatives, successors and assigns agrees to save, defend, keep harmless and indemnify the City and all of its officials, agents and employees (collectively, the "City") from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Service Provider's performance (or nonperformance) of the contract terms or its obligations under this contract.

O. Contract Assignment

The resultant contract may not be assigned, in whole or part, without the written consent of the City. The rights and obligations of the Service Provider are personal and may be performed only by the Service Provider. Any purported assignment that does not comply with this provision is void. This contract is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

P. Royalty and License Fees and Copyright, Trademark and Patent Protection

The Successful firm shall pay all royalty and license fees relating to the items covered by the contract. In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Offeror shall indemnify and hold harmless the City from any cost, expense, damage or loss incurred in any manner by the City on account of such alleged infringement.

Q. Precedence of Documents

The precedence of documents shall be as follows: the CONTRACT, the Request for Proposals and the Offeror's response to the Request for Proposals.

R. Insurance

The Service Provider shall be required to maintain in force such insurance, in amounts acceptable to the City, as will protect it and the City from claims which may arise out of or result from the execution of the work, whether such execution be by the firm, its employees, agents, subcontractors or by anyone for whose acts any of them may be liable. This coverage should include, at a minimum, Worker's Compensation and General Liability (including premises/operations, independent successful firms, products and completed operations, contractual liability and personal injury liability). All insurance shall be provided by companies authorized to conduct business in the Commonwealth. The Service Provider shall furnish the City with an original Certificate of Insurance upon request. The Certificate should name the City as additional insured under their General Liability coverage. The Service Provider shall notify the City at least 30 days prior to policy cancellation, non-renewal or reduction of coverage.

S. Administrative Appeals Procedure

(a) The following are the exclusive procedures for a bidder or offeror to protest the City's award or

decision to award a contract.

- (1) Any protest to award a contract shall be in writing and shall be delivered so that it is received by the City Manager not later than five (5) business days after announcement of the award or decision to award, whichever comes first. Otherwise any such protest shall be deemed to be waived.
 - (2) Except for a protest of an emergency or sole source procurement, a protest of a City award or decision to award a contract may only be made by a person who submitted a bid or proposal for the procurement at issue and who was reasonably likely to have its proposal accepted but for the City's decision. In the case of an emergency or sole source procurement, a protest may only be made by a person who can show that he was reasonably likely to have submitted a successful bid or proposal if the procurement had been other than emergency or sole source.
 - (3) Protests shall only be granted if (1) the protester has complied fully with Sec. 18.1-6 of the Lynchburg Public Procurement Code and there has been a violation of law, the Lynchburg Public Procurement Code, or mandatory terms of the solicitation that clearly prejudiced the protestor in a material way, or (2) a statute requires voiding of the decision.
 - (4) The City Manager shall issue a written decision on a protest within ten (10) days of its receipt by the City Manager.
 - (5) If the protest is denied, the protestor may only appeal the denial or otherwise contest or challenge procurement by then filing suit in the Lynchburg Circuit Court, Lynchburg, Virginia, and serving the City with such suit within ten (10) days of such denial. Otherwise, the City Manager's decision shall be final and conclusive, and the protester's right to appeal the denial or to otherwise contest or challenge the procurement shall be deemed to be waived.
 - (6) The City should defer award of a contract where the decision to award has been protested unless there is a written determination by the City Manager that proceeding without delay is necessary to protect the public interest or unless the bid or offer of the prospective awardee would expire.
 - (7) The validity of a contract awarded and accepted in good faith shall not be affected by the fact that a protest or appeal is filed.
 - (8) The exclusive relief allowed if a protest is granted is to void the decision being protested. If a contract has already been awarded and performance under the contract has begun, the contract need not be voided if not in the public interest to do so. Under no circumstances will any monetary amount be allowed to the protestor as part of any relief granted.
 - (9) Strictly following these procedures shall be a mandatory prerequisite for protest of the City's award or decision to award a contract. Failure by a bidder to follow these procedures strictly shall preclude that bidder's protest and be deemed to constitute a waiver of any protest.
- (b) A protest may not be based upon the alleged non-responsibility of a person to whom the City awards or makes a decision to award a contract.

T. Drug Free Workplace

In accordance with Sec 2.2-4312 of the Virginia Code, during the performance of this contract, the Service Provider agrees to (i) provide a drug-free workplace for the Service Provider's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or

marijuana is prohibited in the Service Provider's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Service Provider that such Service Provider maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-Service Provider or vendor.

Successful firm shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the contract or while on City premises or distribute it to City employees.

Successful firm understands that a violation of these prohibitions constitutes a breach of the contract and that the City has the right to cancel the contract.

For the purpose of this section, "Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a firm, the employees of which are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

U. Certification by Service Provider as to Felony Convictions

No one with a felony conviction may be employed under this Contract and by the signature of its authorized official on the response to this solicitation; the Service Provider certifies that neither the contracting official nor any of the Service Provider's employees, agents or subcontractors who will work under this contract have been convicted of a felony.

V. Confidentiality

1. Service Provider Confidentiality

The Service Provider acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the City of Lynchburg. Therefore, except as required by law, the Service Provider agrees that its employees will not:

- a) Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
- b) Access or attempt to access information beyond their stated authorization.
- c) Disclose to any other person or allow any other person access to any information related to the City or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Service Provider understands that the City, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the City may seek legal remedies available to it should such disclosure occur. Further, the Service Provider understands that violations of this provision may result in Contract termination.

The Service Provider further understands that information and data obtained during the performance of this contract shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Service Provider shall hold all information provided by the City as proprietary and confidential,

and shall make no unauthorized reproduction or distribution of such material.

2. City Confidentiality

The City understands that certain information provided by the Service Provider during the performance of this Contract may also contain confidential or proprietary information. Service Provider acknowledges that this Contract and public records (as defined by §2.2-3701 of the Virginia Freedom of Information Act) provided pursuant to this Contract are subject to the Virginia Freedom of Information Act §§2.2-3700 et seq. and the Virginia Public Procurement Act §2.2-4342 of the Code of Virginia.

- W. The Service Provider shall devote such part of its time as is reasonably necessary to the operations outlined under the resultant contract. The Service Provider may engage in business ventures of a nature and description independent of this Contract with the City. The Service Provider is required to disclose immediately any outside activities or interests, as they arise, that conflict or suggest a potential conflict with the declared or stated interests of the City. The Service Provider is required to disclose all local government clients and must attest that work for those clients will not conflict with the interests of the City. The City reserves the right to object to such attestations. If such objections arise, the parties will agree to the best course of action to resolve the conflict or potential conflict.
- X. The Service Provider shall conduct all transactions under this contract in good faith. The Service Provider will employ the highest ethical and professional standards at all times, failure to do so could result in termination of the Contract for cause or convenience.

Attachment A
Towing and Vehicle Recovery Services
Pricing Sheet

City Code Initiated Tows	Class I	Class II	Class III
Regular Hours	\$	\$	\$
After Hours	\$		
Police Initiated Tows	Class I	Class II	Class III
Regular Hours	\$	\$	\$
After Hours	\$	\$	\$
Accident Recovery (Hourly Rate)	Class I	Class II	Class III
Regular Hours	\$	\$	\$
After Hours	\$	\$	\$
Accident Cleanup (First 30 Minutes)	Class I	Class II	Class III
Regular Hours	\$	\$	\$
After Hours	\$	\$	\$
Accident Recovery/Cleanup (Minute rate/15 max)	Class I	Class II	Class III
Regular Hours	\$	\$	\$
After Hours	\$	\$	\$
Derelict/Abandoned Vehicles	Class I	Class II	Class III
Regular Hours	\$	\$	\$
After Hours	\$	\$	\$
City Owned Vehicle Tows	Class I	Class II	Class III
Regular Hours	\$	\$	\$
After Hours	\$	\$	\$
Mileage Rate for Out of Area Tows	Class I	Class II	Class III
	\$	\$	\$
Show-up Fee			
Regular Hours	\$		
After Hours	\$		
Storage (after 1st 24 hours)	\$ ____/day		

TOWING AND VEHICLE RECOVERY SERVICES

September 24, 2024



PROCESS

The Towing Advisory Board finalized a Request for Proposals and authorized staff to post the solicitation on May 14, 2024. Three offers were received.

An Evaluation Subcommittee consisting of city staff from the Police Department, Fleet Services, Emergency Services, and a citizen representative reviewed proposals and presented their observations to the full Board. The full Board attended site visits and finalized their evaluation. There was full consensus and the Board authorized staff to recommend award of contract to Bee Line Transport.



RESULTS

Bee Line Transport was selected for the following reasons:

- **14 towing operators currently staffed who live within 5 miles of their facility for rapid response time. All staff follow a formal training program and maintain certifications.**
- **Large equipment fleet with the ability to respond to multiple calls at once with the capacity to handle the City's heaviest, most complex apparatuses.**
- **After hours answering service for quick dispatch to incidents.**

EXPECTED ACTION

Adopt a resolution on October 8 which approves award of the towing and vehicle recovery services contract to Bee Line Transport and authorizes the City Manager to execute that contract.



AGENDA ITEM SUMMARY

MEETING DATE

September 24, 2024

PRESENTED BY

Gregory Patrick, Deputy City Manager

AGENDA ITEM # IV.5

Region 2000 Services Authority Settlement Resolution

RECOMMENDATION

Adopt Region 2000 Services Authority Settlement Resolution

SUMMARY

The Region 2000 Services Authority Landfill in Rustburg, where the City of Lynchburg disposes of our municipal waste, will reach its capacity in 2028 or 2029. The Region's member jurisdictions have also been involved in long-standing litigation that has seen the City of Lynchburg and Campbell County at odds with Appomattox and Nelson Counties over what amounts to host payments for the landfills in Campbell County and Lynchburg. This Business Item Briefing will provide an overview of a settlement framework that would potentially settle the lawsuit and lead to an expansion of the existing landfill to provide an additional 25 years of capacity for the City's municipal waste.

PRIOR ACTION(S)

FISCAL IMPACT

CONTACT(S)

Gregory Patrick, Deputy City Manager

ATTACHMENT(S)

1. Proposed Resolution - Region 2000 Services Authority Litigation Settlement and Landfill Expansion
2. Campbell County, VA Landfill Settlement Resolution (09.10.24)

REVIEWED BY

Gregory Patrick, Deputy City Manager

Date: September 19, 2024

Alicia L. Finney

Date: September 19, 2024

Alicia Finney, Clerk of Council

A RESOLUTION DIRECTING STAFF TO PREPARE AND EXECUTE
AGREEMENTS TO RESOLVE THE REGION 2000 LANDFILL LITIGATION

RESOLUTION:

#R-24-_____

WHEREAS, Campbell County, Virginia and the City of Lynchburg, Virginia instituted that certain lawsuit styled as County of Campbell & City of Lynchburg v. Region 2000 Services Authority, *et al.*, Campbell County Circuit Court Case No. CL20002216-00; *and*

WHEREAS, Appomattox County, Virginia and Nelson County, Virginia instituted that certain lawsuit styled as County of Nelson & County of Appomattox v. Region 2000 Services Authority, *et al.*, Nelson County Circuit Court Case No. CL22000180-00, which was transferred to be heard in the Campbell County Circuit Court; *and*

WHEREAS, all parties to the said lawsuits have conferred through legal counsel and Region 2000 Services Authority Board representatives concerning the resolution of the issues raised in both lawsuits; *and*

WHEREAS, a framework which resolves all issues in both lawsuits and the future of waste disposal for Campbell County, the City of Lynchburg, Nelson County, and Appomattox County has been devised, and which proposal all parties to the said lawsuits deem appropriate and in the best interests of their respective localities and/or organizations; *and*

WHEREAS, a settlement agreement (hereinafter the "Settlement Agreement") containing the material components of this Resolution, is to be drafted by the County Attorney for Campbell County and, upon approval by their respective counsels, signed by the chief executive officers of Campbell County, the City of Lynchburg, Nelson County, Appomattox County, and the Region 2000 Services Authority; *and*

WHEREAS, it is understood that the members of the currently constituted Board of the Region 2000 Services Authority are to vote at their next duly called meeting to make application to the Community Development office of Campbell County for a rezoning and special use permit (and any, if any, other applicable required permits or authorizations) for an expansion of the landfill on such land use-related terms as are stated in the document entitled "Region 2000 Regional Landfill –Livestock Road Facility Lateral Expansion" dated July 29, 2024 (hereinafter the "Rezoning Proposal"); *and*

WHEREAS, the enforcement of the Settlement Agreement is to be conditioned upon, and solely upon, the result of the Rezoning Proposal.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LYNCHBURG, VIRGINIA:

1. That the above shown recitals are incorporated herein by reference, and deemed a material component of this Resolution.

2. That if the Campbell County Board of Supervisors approves the Rezoning Proposal, then the Settlement Agreement, after being fully executed by the parties contemplated in this Resolution, shall take full force and effect and become irrevocable by any party, and all parties shall immediately take such actions as are stated in the following clauses of this Resolution.
3. That the City Attorney, or his designee, shall collaborate with the County Attorney for Campbell County in the drafting of Amended Articles of Incorporation, Amended Bylaws, and an Amended Member Use Agreement (hereinafter collectively the "Amended Governing Documents") for the Region 2000 Services Authority governing the conduct of a future version of the said Authority which shall be solely managed and governed by representatives appointed by Campbell County and the City of Lynchburg, which such Amended Governing Documents shall be presented to the respective governing bodies of Campbell County, the City of Lynchburg, Nelson County, and Appomattox County for approval prior to its execution by their respective chief executive officers. Any applicable procedural requirements under Chapter 51 of Title 15.2 of the Virginia Code, or other applicable law(s), which may be connected to the drafting, review, or approval of the Amended Governing Documents or the re-creation of the future version Region 2000 Services Authority shall be followed.
4. That the Settlement Agreement, among other terms related to the said lawsuits, shall provide that the Counties of Appomattox, Campbell, and Nelson, and the City of Lynchburg shall, by written consent order, dismiss both pending lawsuits, Campbell County Case No. CL20002216-00 and Nelson County Case No. CL22000180-00, within thirty (30) days of the full execution of the Amended Governing Documents.
5. That the Settlement Agreement and the Amended Governing Documents shall both provide for the removal of the Counties of Appomattox and Nelson from the membership of and in the Region 2000 Services Authority, shall remove all right, title, and interest those counties have or have ever had in the Region 2000 Services Authority, and shall provide that, to the extent allowed by applicable law, all liabilities on all bonds, as well as closure and post-closure liabilities, connected to the Region 2000 Services Authority, will be the responsibility of the said Authority, and if applicable, Campbell County and the City of Lynchburg, and not Nelson County and Appomattox County. Further, the Amended Governing Documents shall provide that Campbell County and the City of Lynchburg shall assume full responsibility for the management, operation, funding, and support of the Region 2000 Services Authority.
6. That the Settlement Agreement and the Amended Governing Documents shall provide that the Region 2000 Services Authority shall distribute to Appomattox County, within thirty (30) days of the full execution of the Amended Governing Documents, the sum of \$250,000.00.

7. That the Settlement Agreement and the Amended Governing Documents shall provide that the Region 2000 Services Authority shall distribute to Nelson County, within thirty (30) days of the full execution of the Amended Governing Documents, the sum of \$250,000.00.
8. That the Settlement Agreement and the Amended Governing Documents shall provide that the Counties of Appomattox and Nelson shall be allowed, but not required, to haul all acceptable waste (as that term is defined in the current Region 2000 Member Use Agreement) generated within the Counties of Appomattox and Nelson to the Region 2000 Services Authority Landfill from the date of the full execution of the Amended Governing Documents until December 31, 2053, or the date of the closure of the landfill contemplated by the Rezoning Proposal of the Region 2000 Services Authority, whichever is later.
9. That the Settlement Agreement and the Amended Governing Documents shall provide that the Counties of Appomattox and Nelson i) shall be recognized as preferred haulers to the Region 2000 Services Authority landfill and ii) shall be charged the same tonnage rate charged to Campbell County and the City of Lynchburg from the date of the full execution of the Amended Governing Documents until December 31, 2053, or the date of the closure of the landfill contemplated by the Rezoning Proposal of the Region 2000 Services Authority, whichever is later.
10. That the Settlement Agreement and the Amended Governing Documents shall provide that Campbell County shall receive an annual Host Fee for agreeing to be the continuing host locality for the landfill, which Host Fee shall commence in FY25/26, and which Host Fee shall be \$750,000.00 annually, which sum shall be adjusted annually for inflation and changes in annual tonnage as determined Campbell County and the City of Lynchburg.
11. That the Settlement Agreement and the Amended Governing Documents shall provide that Campbell County shall appoint three (3) members of the staff of Campbell County government as Campbell County's representatives on the Board of the Region 2000 Services Authority, which members shall serve three-year terms, and that the City of Lynchburg shall appoint three (3) members of the staff of the City of Lynchburg government as the City of Lynchburg's representatives on the Board of the Region 2000 Services Authority, which members shall serve three-year terms.
12. That the Settlement Agreement shall provide that at the first meeting of the Board of the Region 2000 Services Authority following the enactment of the Amended Governing Documents, said Board shall affirmatively vote to make payment of all Excess Revenue held under the terms of the current Region 2000 Member Use Agreement, held on deposit at the Region 2000 Services Authority, together with all interest accumulated on said sums, to Campbell County, the City of Lynchburg,

Appomattox County, and Nelson County within thirty (30) days of the execution of the Amended Governing Documents.

As of August 31, 2024, such amounts are understood to be and due as follows:

To Campbell County:	\$3,265,342.70, principal and interest
To City of Lynchburg:	\$1,448,229.93, principal and interest
To Appomattox County:	\$0, principal and interest
To Nelson County:	\$0, principal and interest

13. That the Settlement Agreement shall provide that at the first meeting of the Board of the Region 2000 Services Authority following the enactment of the Amended Governing Documents, that the Board shall affirmatively vote to make full payment of Seventy-Five percent (75%) of the Excess Revenue held subject to the currently-adopted Financial Policy held on deposit at the Region 2000 Services Authority, together with all interest accumulated on said sums, to the County of Campbell and the City of Lynchburg within thirty (30) days of the execution of the Amended Governing Documents.

As of August 31, 2024, such amounts are understood to be and due as follows:

To Campbell County:	\$2,830,722.60, principal and interest
To City of Lynchburg:	\$0, principal and interest

14. That the Settlement Agreement shall provide that at the first meeting of the Board of the Region 2000 Services Authority following the enactment of the Amended Governing Documents, that the Board shall affirmatively vote to establish a policy for the Region 2000 Services Authority to purchase the real property of property owners located near the landfill i) who have made consistent odor complaints to the Region 2000 Services Authority in relation to the existing landfill as of September 1, 2024, OR, ii) who's quality of life, through odor or other natural impacts, as determined solely by the Region 2000 Services Authority, may be egregiously impacted by the expansion of the landfill, for 110% of the assessed value of said property owner's home.
15. That the City Manager and the City Attorney for the City of Lynchburg are hereby authorized and directed to take any and all actions necessary to carry out the substance of this Resolution on behalf of the City of Lynchburg. Such authority shall include, but is not limited to, drafting and executing the Settlement Agreement, drafting and executing preliminary documents connected to the preparation of the Settlement Agreement and/or the Amended Governing Documents, and any and all other documents which may related to either or both of the same.

16. That, as of August 31, 2024, as a result of the execution of the documents listed herein and in accordance with the terms herein, the total financial distributions to the members of the Region 2000 Services Authority, pursuant to the terms of this Resolution, shall be:

The County of Campbell:	\$6,096,065.30
The City of Lynchburg:	\$1,448,229.93
The County of Nelson:	\$250,000.00
The County of Appomattox:	\$250,000.00

17. That this Resolution shall be effective upon its adoption.

Adopted: _____

Certified: _____
Clerk of Council

At the regular meeting of the Campbell County Board of Supervisors held on the 10th day of September 2024 in the Board of Supervisors Meeting Room of the Haberer Building, Rustburg, Virginia, on motion of Supervisor Carwile, the following resolution was adopted:

**A RESOLUTION DIRECTING STAFF TO PREPARE AND EXECUTE AGREEMENTS TO
RESOLVE THE REGION 2000 LANDFILL LITIGATION**

WHEREAS, Campbell County and the City of Lynchburg instituted that certain lawsuit styled as County of Campbell & City of Lynchburg v. Region 2000 Services Authority, et al., Campbell Circuit Court Case No. CL20002216-00; and

WHEREAS, Appomattox County and Nelson County instituted that certain lawsuit styled as County of Nelson & County of Appomattox v. Region 2000 Services Authority, et al., Nelson Circuit Court Case No. CL22000180-00, which was transferred to be heard in the Campbell County Circuit Court; and

WHEREAS, the parties to said lawsuit have conferred through legal counsel and Region 2000 Services Authority Board representatives concerning the resolution of the issues raised in both lawsuits; and

WHEREAS, a framework which resolves all issues in both lawsuits and the future of waste disposal for Campbell County, the City of Lynchburg, Nelson County, and Appomattox County has been devised, and which proposal all parties to the said lawsuits deem appropriate and in the best interests of their respective localities and/or organizations; and

WHEREAS, a settlement agreement (hereinafter the “Settlement Agreement”) containing the material components of this Resolution, is to be drafted by the County Attorney for Campbell County and, upon approval by their respective counsels, signed by the chief executive officers of Campbell County, the City of Lynchburg, Nelson County, Appomattox County, and the Region 2000 Services Authority; and

WHEREAS, it is understood that the members of the currently constituted Board of the Region 2000 Services Authority are to vote at their next duly called meeting to make application to the Community Development office of Campbell County for a rezoning and special use permit for an expansion of the landfill on such land use-related terms as are stated in the document entitled “Region 2000 Regional Landfill –Livestock Road Facility Lateral Expansion” dated July 29, 2024 (hereinafter the “Rezoning Proposal”); and

WHEREAS, the enforcement of the Settlement Agreement is to be conditioned upon, and solely upon, the result of the Rezoning Proposal.

NOW, THEREFORE the Campbell County Board of Supervisors does hereby directs the County Attorney to draft and the County Administrator to execute such agreements, releases, and other legal documents to effectuate the purposes herein described, to wit:

RESOLVED, that the Campbell County Attorney shall draft a settlement agreement (hereinafter the "Settlement Agreement") containing terms herein described, which agreement shall be signed by the Campbell County Administrator once said agreement is in acceptable form, which said Settlement Agreement shall be circulated for the approval and signature of the chief executive officer of the City of Lynchburg and the Counties of Nelson and Appomattox, following affirmative action to endorse a Resolution in like form to this Resolution by the governing bodies of said jurisdictions; and

RESOLVED, that the Campbell County Board of Supervisors shall conduct all required processes, notices, and hearings required to consider the Rezoning Proposal, and shall take action on such proposal in normal course; and

RESOLVED, that the enforcement of the Settlement Agreement shall be conditioned upon, and solely upon, the result of the Rezoning Proposal; and

RESOLVED, if the Campbell County Board of Supervisors, after conducting all required processes, notices, and hearings required to consider the Rezoning Proposal, votes affirmatively to grant the Rezoning Proposal then the Settlement Agreement shall take full force and effect and become irrevocable by any party, and all parties shall immediately take such actions as are stated in the following clauses of this Resolution; and

RESOLVED, that the County Attorney for Campbell County and the City Attorney for the City of Lynchburg shall draft an Amended Member Use Agreement (hereinafter the "Amended MUA") for the Region 2000 Services Authority governing the conduct of a future version of said Authority which shall be solely managed and governed by representatives appointed by the County of Campbell and the City of Lynchburg, which Amended MUA shall be presented to this Board for consideration and action at a future meeting of the Boards of the Counties of Appomattox, Campbell, and Nelson, and the City of Lynchburg for approval prior to its execution by their respective chief executive officers; and

RESOLVED, that the Settlement Agreement shall provide that the Counties of Appomattox, Campbell, and Nelson, and the City of Lynchburg shall by written consent order dismiss both pending lawsuits, Campbell County Case No. CL20002216-00 and Nelson County CL22000180-00, within thirty (30) days of the full execution of the Amended MUA; and

RESOLVED, that the Settlement Agreement and the Amended MUA shall both provide for the removal of the Counties of Appomattox and Nelson from the membership of and in the Region 2000 Services Authority, shall remove all right, title, and interest those counties have or have ever had in the Region 2000 Services Authority, and shall provide that, to the extent allowed by applicable law, that all liabilities on all bonds, as well as closure and post-closure liabilities, connected to the Regional 2000 Services Authority, will be the responsibility of the said Authority, and if applicable, Campbell County and the City of Lynchburg, and not Nelson County and Appomattox County. Further, the Amended MUA shall provide that Campbell County and the City of Lynchburg shall assume full responsibility for the management, operation, funding, and support of the Region 2000 Services Authority; and

RESOLVED, that the Settlement Agreement and the Amended MUA shall provide that the Region 2000 Services Authority shall distribute to the County of Appomattox, within thirty (30) days of the full execution of the Amended MUA, the sum of \$250,000.00; and

RESOLVED, that the Settlement Agreement and the Amended MUA shall provide that the Region 2000 Services Authority shall distribute to the County of Nelson, within thirty (30) days of the full execution of the Amended MUA, the sum of \$250,000.00; and

RESOLVED, that the Settlement Agreement and the Amended MUA shall provide that the Counties of Appomattox and Nelson shall be allowed, but not required, to haul all acceptable waste (as that term is defined in the current Region 2000 MUA) generated within the Counties of Appomattox and Nelson to the Region 2000 Services Authority Landfill from the date of the full execution of the Amended MUA until December 31, 2053 or the date of the closure of landfill contemplated by the Rezoning Proposal of the Region 2000 Services Authority, whichever is later; and

RESOLVED, that the Settlement Agreement and the Amended MUA shall provide that the Counties of Appomattox and Nelson shall be recognized as preferred haulers to the Region 2000 Services Authority landfill, who shall be charged the same tonnage rate charged to the Campbell County and the City of Lynchburg from the date of the full execution of the Amended MUA until December 31, 2053 or the date of the closure of the landfill contemplated by the Rezoning Proposal of the Region 2000 Services Authority, whichever is later; and

RESOLVED, that the Settlement Agreement and the Amended MUA shall provide that the County of Campbell shall receive an annual Host Fee for agreeing to be the continuing host locality for the landfill, which Host Fee shall commence in FY25/26, and which Host Fee shall be \$750,000.00 annually, which sum shall be adjusted annually for inflation in accordance with a recognized and published inflation factor; and

RESOLVED, that the Settlement Agreement and the Amended MUA shall provide that the County of Campbell shall annually appoint at its organizational meeting three (3) members of the staff of Campbell County government as Campbell County's representatives on the Board of the Region 2000 Services Authority, which members shall serve a three-year terms, and that the City of Lynchburg shall annually appoint at its organizational meeting three (3) members of the staff of the City of Lynchburg government as the City of Lynchburg's representatives on the Board of the Region 2000 Services Authority, which members shall serve a three-year terms; and

RESOLVED, that the Settlement Agreement shall provide that at the first meeting of the Board of the Region 2000 Services Authority following the enactment of the Amended MUA, that the Board shall affirmatively vote to make payment of all Excess Revenue held under the terms of the current Member Use Agreement held on deposit at the Region 2000 Services Authority, together with all interest accumulated on said sums, to the County of Campbell and the City of Lynchburg within thirty (30) days of the execution of the Amended MUA; and

As of August 31, 2024, such amounts are understood to be and due as follows:

To Campbell County:	\$3,265,342.70, principal and interest
To City of Lynchburg:	\$1,448,229.93, principal and interest; and

RESOLVED, that the Settlement Agreement shall provide that at the first meeting of the Board of the Region 2000 Services Authority following the enactment of the Amended MUA, that the Board shall affirmatively vote to make full payment of Seventy-Five percent (75%) of the Excess Revenue held subject

to the currently-adopted Financial Policy held on deposit at the Region 2000 Services Authority, together with all interest accumulated on said sums, to the County of Campbell and the City of Lynchburg within thirty (30) days of the execution of the Amended MUA

As of August 31, 2024, such amounts are understood to be and due as follows:

To Campbell County: \$2,830,722.60, principal and interest; and

RESOLVED, that the Settlement Agreement shall provide that at the first meeting of the Board of the Region 2000 Services Authority following the enactment of the Amended MUA, that the Board shall affirmatively vote to establish a policy for the Region 2000 Services Authority purchase the real property of property owners located near the landfill landfill i) who have made consistent odor complaints to the Region 2000 Services Authority in relation to the existing landfill as of September 1, 2024, OR, ii) who's quality of life, through odor or other natural impacts, as determined solely by the Region 2000 Services Authority, may be egregiously impacted by the expansion of the landfill, for 110% of the assessed value of said property owner's home; and

RESOLVED, that the County Administrator and the County Attorney are hereby authorized and directed to take any and all actions necessary to carry out the substance of this Resolution on behalf of the County of Campbell. Such authority shall include, but is not limited to, drafting and executing the Settlement Agreement, drafting and executing preliminary documents connected to the preparation of the Settlement Agreement and/or the Amended MUA, and any and all other documents which may related to either or both of the same; and

RESOLVED, that as a result of the execution of the documents listed herein and in accordance with the terms herein, the total expected financial distributions to the members of the Region 2000 Services Authority pursuant to the terms of this Resolution shall be, as of the date of August 31, 2024:

The City of Lynchburg:	\$1,448,229.93
The County of Campbell:	\$6,096,065.30
The County of Nelson:	\$250,000.00
The County of Appomattox:	\$250,000.00

The roll call vote was:

Nay:	Brown
Aye:	Carwile
Aye:	Cline
Aye:	Dowdy
Nay:	Hardie
Aye:	Lawton
Nay:	Watts
Absent During Meeting:	None
Absent During Vote:	None



Catherine H. Moore, Clerk
Campbell County Board of Supervisors



AGENDA ITEM SUMMARY

MEETING DATE

September 24, 2024

PRESENTED BY

Gregory Patrick, Deputy City Manager

AGENDA ITEM # IV.6

Approval of New Ownership of the Lynchburg Hillcats Baseball Team

RECOMMENDATION

Approve new Ownership of the Lynchburg Hillcats Baseball Team at City Council's October 8th City Council Meeting.

SUMMARY

Lynchburg Baseball Corporation, the current owner of the Lynchburg Hillcats baseball team, has entered into an agreement to sell the team to Hillcats Baseball, LLC. The city must approve the transfer of the franchise lease of City Stadium before the sale can be completed. This briefing will provide Council with background on the sale and the new ownership before a vote to approve the franchise lease transfer at the October 8th Council Meeting.

PRIOR ACTION(S)

FISCAL IMPACT

CONTACT(S)

Gregory Patrick, Deputy City Manager

ATTACHMENT(S)

1. Baseball BIB

REVIEWED BY

Gregory Patrick, Deputy City Manager

Date: September 19, 2024

Alicia L. Finney

Date: September 19, 2024

Alicia Finney, Clerk of Council

LYNCHBURG'S PASTIME BASEBALL IN THE HILL CITY

THE NEXT CHAPTER

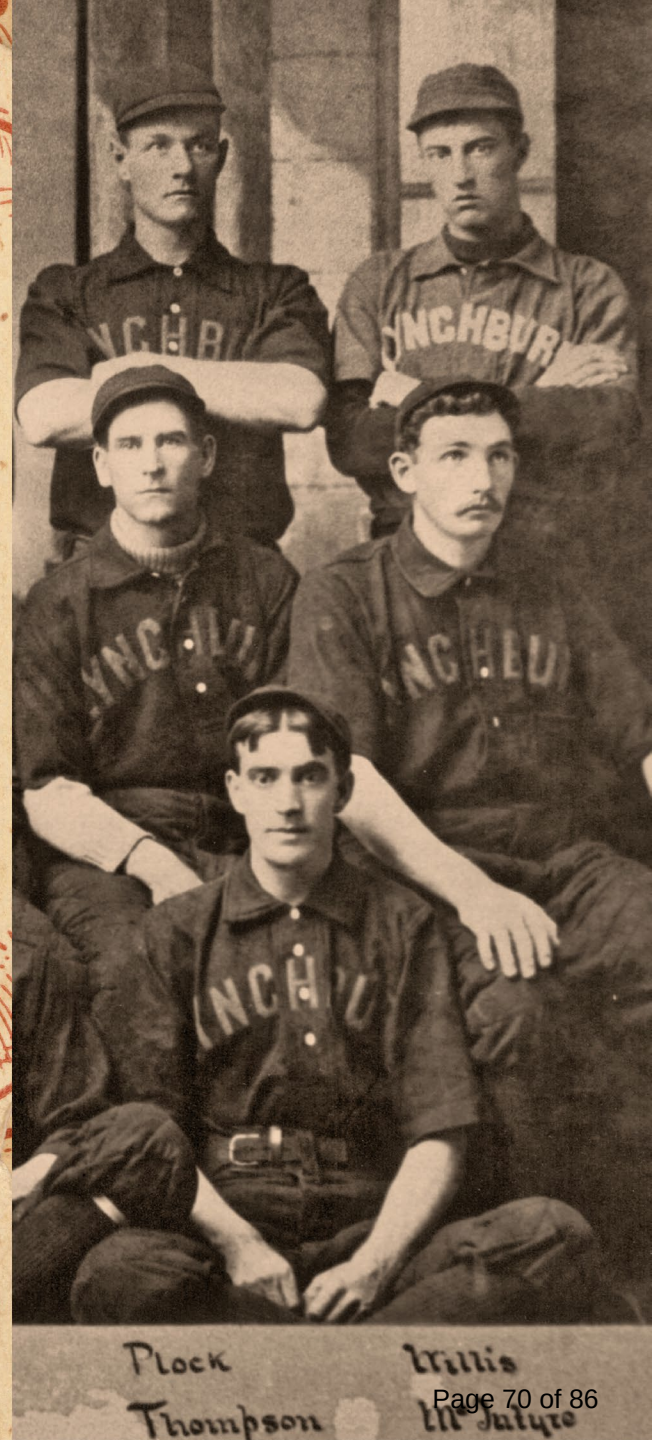
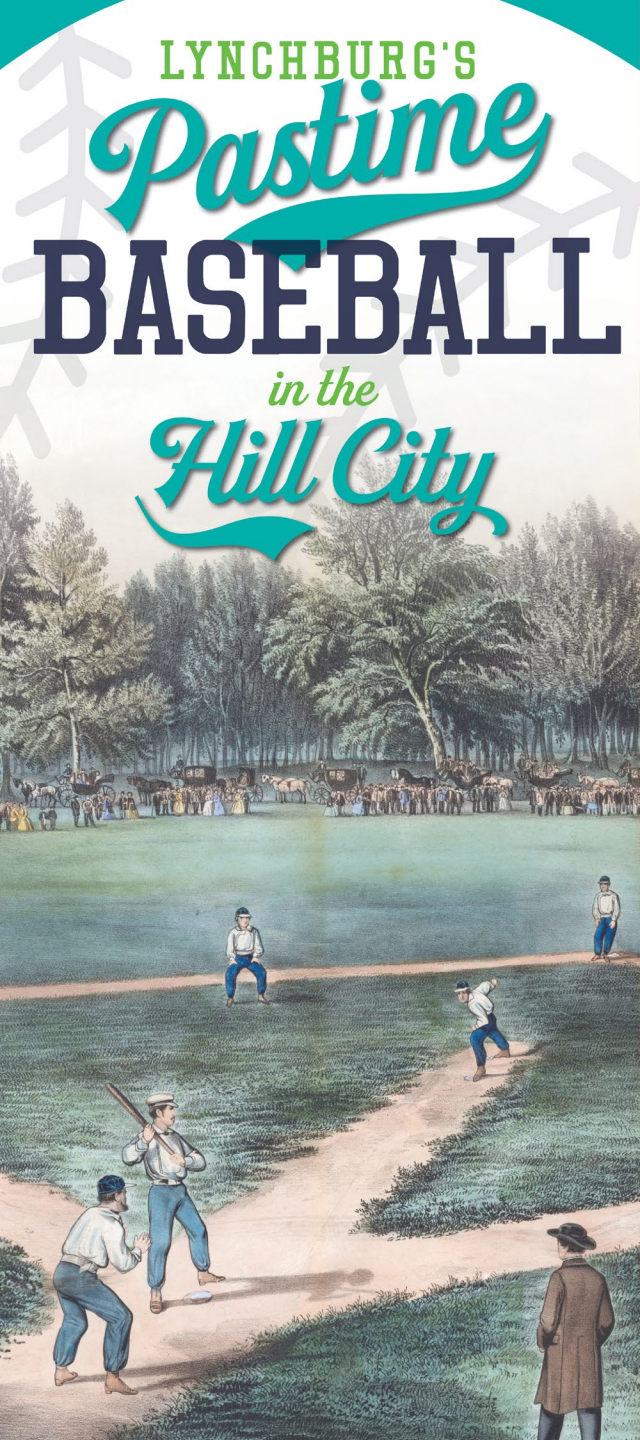
PROPOSED LYNCHBURG HILLCATS OWNERSHIP CHANGE

September 24, 2024



OVERVIEW

- Lynchburg Baseball Corporation, the current owner of the Lynchburg Hillcats baseball team, has entered into an agreement to sell the team to Hillcats Baseball, LLC
- Based on the written request from Hillcats Baseball, LLC, the City Manager, upon technical review, recommends City Council assign, sell, and or transfer the current “Baseball Stadium Franchise Agreement” to the new ownership group
- This presentation will provide:
 - A short history of baseball in Lynchburg
 - An overview of required City Council action to approve the new ownership group
 - Next Steps



Plock
Thompson

Watts
McIntyre

Lynchburg Professional teams

Over a hundred years ago Lynchburg began its long and rich professional baseball history. Its teams span 111 years, from 1886 to 1997. Presented below is a complete list of all Lynchburg professional teams with dates, managers' names, records, leagues, etc. Championship teams with playoff results are also listed. Paid attendance figures are shown when available. This information has been compiled in the belief it will be of interest to all Lynchburg baseball fans. It may also bring back some memories for those who are "old-timers."

YEAR	TEAM	LEAGUE	CLASS	TEAMS	RECORD	PLACE	MANAGER	ATTENDANCE
1886	Lynchburg	State		5	19-6 ^{*1}	1	Harry Smith/Ford	N/A
1894	Hill Climbers	State		6	43-71	6	E. J. Kerry/S. Shaw/ J. Hofford/S. Moran	N/A
1895	Tobacconists	State	B	6	69-52	2	William A. Smith	N/A
1896	Tobacconists	State	B	6	68-37 ^{*2}	N/A	William A. Smith	N/A
1906	Shoemakers	Virginia	C	6	72-36	1	J. H. "Jack" Grim	N/A
1907	Shoemakers	Virginia	C	6	65-62	3	J. H. "Jack" Grim	N/A
1908	Shoemakers	Virginia	C	6	52-76	5	J. Grim/J. Westlake/ Al Orth	N/A
1909	Shoemakers	Virginia	C	6	50-74	6	Al Orth/Dickinson/ Andy Lawrence	N/A
1910	Shoemakers	Virginia	C	6	56-61	4	Dick Smith	N/A
1911	Shoemakers	Virginia	C	6	56-65	5	Otis Stocksdale	N/A
1912	Shoemakers	Virginia	C	8	11-34 ^{*3}	N/A	Stocksdale/J. Kelly	N/A
1913	Shoemakers	US	C	8	0-3 ^{*4}	N/A	Hugh MacKinnon	N/A
1917	Shoemakers	Virginia	C	6	7-7 ^{*5}	N/A	Joe Stanley	N/A
1939	Grays	Virginia	D	4	55-51	2	Al Weiman	N/A
1940	Senators	Virginia	D	4	70-45	1	Guy Lacy	N/A
1941	Senators	Virginia	C	6	62-56	3	Guy Lacy	N/A
1942	Senators	Virginia	C	6	74-51-1	2	Wes Ferrell	N/A
1943	Cardinals	Piedmont	B	6	54-74-2	5	Ollie Vanek	N/A
1944	Cardinals	Piedmont	B	6	80-60-3	1	George Ferrell	N/A
1945	Cardinals	Piedmont	B	6	52-88	6	G.Ferrell/"Zip" Payne	44,331
1946	Cardinals	Piedmont	B	6	41-99-3	6	W. Ferrell/E. Mueller	68,853
1947	Cardinals	Piedmont	B	6	63-76-4	5	J. McLain/V. Mackie	104,200
1948	Cardinals	Piedmont	B	6	80-58-2	1	Vernon Mackie	127,883
1949	Cardinals	Piedmont	B	6	77-62-1	1	P. Griffin/V. Mackie	121,177
1950	Cardinals	Piedmont	B	6	76-61	3	George Kurowski	91,839
1951	Cardinals	Piedmont	B	6	64-75	5	Frank Scalzi	62,218
1952	Cardinals	Piedmont	B	6	64-66-1	4	J. Brown/H. Olt	50,958
1953	Cardinals	Piedmont	B	8	55-77-2	7	R. Landis/J. Sullivan	37,000
1954	Cardinals	Piedmont	B	8	63-77-1	6	Roland LeBlanc	34,614
1955	Cardinals	Piedmont	B	8	64-67-1	5	George Kissell	64,741
1959	Senators	Appalachian	D	6	22-47-1	6	Robert Payne	11,795
1962	White Sox ^{*6}	S. Atlantic	AA	8	92-47	1	Lester Moss	23,831
1963	White Sox	S. Atlantic	AA	8	79-61-1	3	Lester Moss	74,980
1964	White Sox	Southern	AA	8	81-59	1	George Noga	78,157
1965	White Sox	Southern	AA	8	75-64	3	Gordon Maltzberger	54,619
1966	White Sox	Carolina	A	11	64-75	7	Ira Hutchinson	33,805
1967	White Sox	Carolina	A	12	68-68	8	Stan Wasiak	38,970
1968	White Sox	Carolina	A	12	68-72	8	Alex Cosmidis	45,771
1969	White Sox	Carolina	A	10	60-84	9	Stan Wasiak	42,286
1970	Twins	Carolina	A	8	57-83	8	Umphlett/Robbins	42,326
1971	Twins	Carolina	A	8	68-67	3	Johnny Goryl	38,902
1972	Twins	Carolina	A	6	70-68	4	Kerby Farrell	60,282
1973	Twins	Carolina	A	6	78-60	1	Dick Phillips	66,015
1974	Twins	Carolina	A	6	78-62	2	Harry Warner	48,723
1975	Rangers	Carolina	A	4	60-78	4	Wayne Terwilliger	28,527
1976	Mets	Carolina	A	4	65-75	4	Jack Aker	46,302
1977	Mets	Carolina	A	4	78-60	1	Jack Aker	55,123

YEAR	TEAM	LEAGUE	CLASS	TEAMS	RECORD	PLACE	MANAGER	ATTENDANCE
1979	Mets	Carolina	A	6	61-73	5	Jack Aker	53,400
1980	Mets	Carolina	A	8	71-68-1	5	Jack Aker	66,207
1981	Mets	Carolina	A	8	71-69	6	Gene Dusan	51,960
1982	Mets	Carolina	A	8	65-71-1	6	Danny Monzon	49,539
1983	Mets	Carolina	A	8	96-43	1	Sam Perlozzo	80,104
1984	Mets	Carolina	A	8	89-49	1	Mike Cubbage	75,034
1985	Mets	Carolina	A	8	95-45	1	Mike Cubbage	95,657
1986	Mets	Carolina	A	8	75-55	3	Bobby Floyd	87,930
1987	Mets	Carolina	A	8	63-76	8	John Tamargo	88,370
1988	Red Sox	Carolina	A	8	68-72	6	Dick Berardino	81,197
1989	Red Sox	Carolina	A	8	70-61	5	Gary Allenson	74,375
1990	Red Sox	Carolina	A	8	58-80	6	Gary Allenson	92,607
1991	Red Sox	Carolina	A	8	67-72	5	Buddy Bailey	88,897
1992	Red Sox	Carolina	A	8	77-58	1	Buddy Bailey	92,778
1993	Red Sox	Carolina	A	8	65-74	7	Mark Meleski	100,113
1994	Red Sox	Carolina	A	8	52-87	8	Mark Meleski	100,724
1995	Hillcats**	Carolina	A	8	67-71	T4	Marc Hill	111,654 ^{**}
1996	Hillcats**	Carolina	A	8	65-74	6	Jeff Banister	100,016

^{**} NEW LYNCHBURG CAROLINA LEAGUE RECORD
^{***}PITTSBURGH AFFILIATE

- ^{*1} Formal League schedule began on June 21; League disbanded on August 12.
^{*2} Won First Half with record of 44-22; Second Half record of 24-15 (2nd place) when team was disbanded August 22.
^{*3} Lynchburg and Danville dropped by League on June 16; rescheduled rest of season for six teams.
^{*4} Cities represented: Baltimore, Brooklyn, Lynchburg, Newark, New York, Philadelphia, Reading and Washington.
· League disbanded on May 14 after first series.
^{*5} League disbanded on May 16 due to financial problems and war effort.
^{*6} Team moved to Lynchburg from Savannah on August 26 for remaining games of regular season and playoffs.

NOTE: A "1" in the "Place" column indicates best overall season record. Playoff results for 1st place teams and championships are as follows:

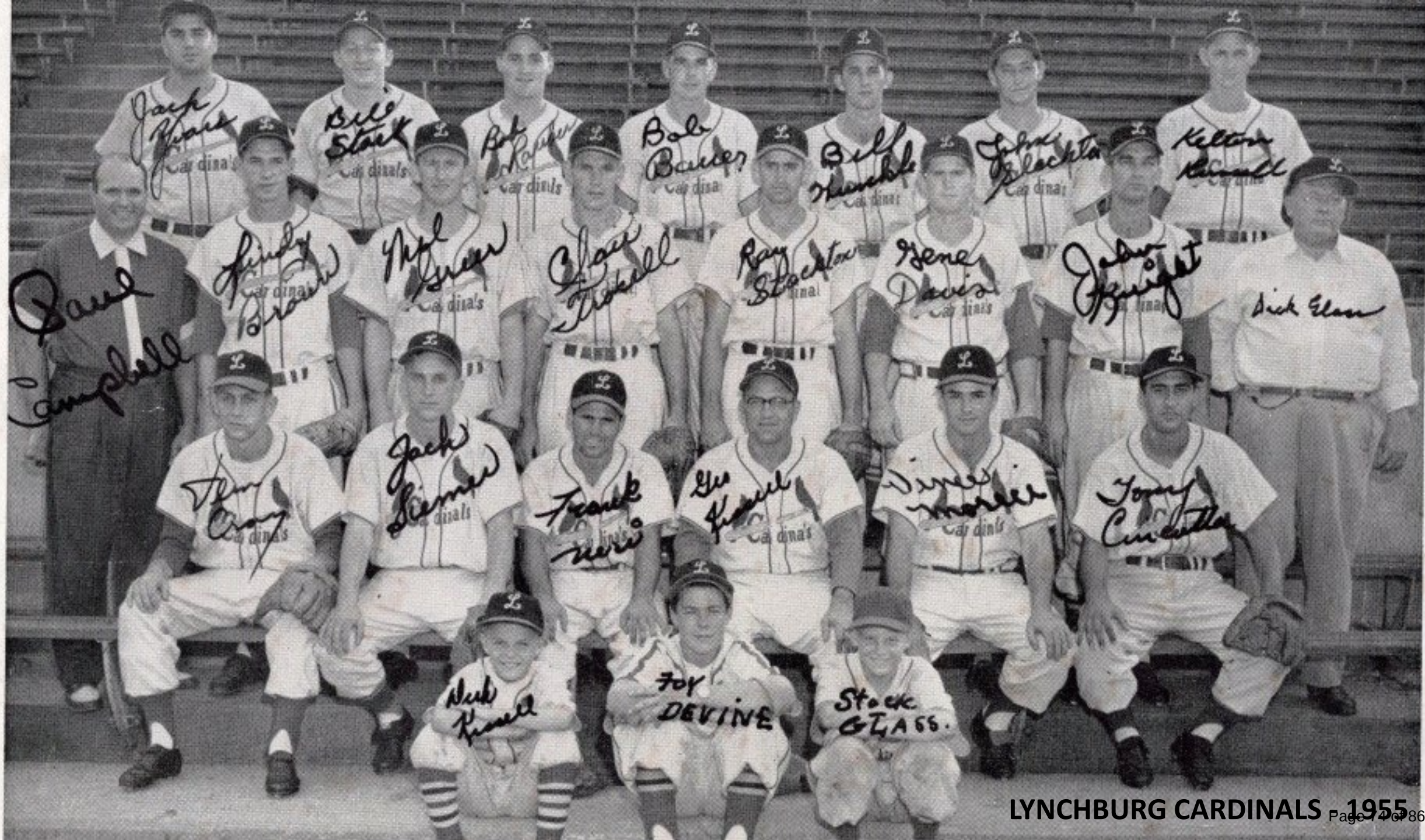
1906	No playoffs; Lynchburg wins Virginia League championship.
1940	Lynchburg wins Virginia League championship series, defeating Harrisonburg, 3-2, and then takes a post-season series from the Mountain State League champion Williamson Red Birds.
1944	Lynchburg wins Piedmont League championship, 4-3, over Portsmouth Cubs.
1948	Lynchburg loses in championship series, 4-0, to Newport News Dodgers.
1949	Lynchburg wins Piedmont League championship series, defeating Portsmouth, 4-2.
1962	Lynchburg loses in South Atlantic League playoffs to Macon, 3-0.
1963	Lynchburg wins second half of split-season; loses playoffs to Augusta, 3-2.
1964	No playoffs; Lynchburg wins Southern League championship.
1973	Lynchburg wins first half of split-season; loses to second half champion Winston-Salem in Carolina League championship series, 3-2.
1977	Lynchburg wins first half of split-season; loses to second half winner Peninsula in championship series, 3-2.
1978	Lynchburg wins first half of split-season; defeats second half winner Peninsula to win Carolina League championship, 3-0.
1982	Lynchburg wins second half Northern Division title; loses to Alexandria in one-game Divisional playoff.
1983	Lynchburg wins both halves of split-season in Northern Division; wins Carolina League championship series against Winston-Salem, 3-0.
1984	Lynchburg wins both halves of split-season for Northern Division title; wins Carolina League championship series against Durham, 3-1.
1985	Lynchburg wins both halves of split-season for Northern Division title; loses Carolina League championship series against Winston-Salem, 3-1.
1988	Lynchburg wins second half Northern Division title and defeats Salem, 2-1, in playoffs; loses to Southern Division winner Kinston, 3-2, in Carolina League championship series.
1989	Lynchburg wins first half Northern Division title; loses to second half winner Prince William, 2-1.
1991	Lynchburg wins second half Northern Division title and defeats Prince William, 2-0, in playoffs; loses to Southern Division winner Kinston, 3-0, in Carolina League championship series.
1992	Lynchburg wins both halves of split-season in Northern Division; loses Carolina League championship series against Peninsula, 3-2.

Lynchburg Tobacconists - 1895



Lynchburg Grays - 1930









LYNCHBURG
WHITE SOX - 1968



1993 Official Souvenir Program



INAUGURAL SEASON



1995
OFFICIAL
SOUVENIR
PROGRAM

\$2.00



LYNCHBURG
HILLCATS

REQUIRED COUNCIL ACTION

- *“This Franchise is personal to the Team, and the Team shall not at any time assign, sell or transfer this Franchise or any part thereof during the term of the Agreement without the City’s prior written approval”*
- The request for assignment or transfer of the Franchise must include
 - New ownership’s assumption of the team’s past unperformed and future obligations
 - Resumes of the resumes of the new ownership’s principals
 - Reasonable financial information, and
 - Proposed financial security



NEXT STEPS

- Upon the recommendation of the City Manager, City Council to vote on transfer of Franchise to new ownership group on October 8th
- City Staff continues to negotiate new Franchise agreement



AGENDA ITEM SUMMARY

MEETING DATE

September 24, 2024

PRESENTED BY

Hollie Jennings, Special Assistant to the City Manager for Data & Innovation

AGENDA ITEM # IV.7

Lifelong Learning Committee

RECOMMENDATION

Consider creating a life-long learning committee to explore policy matters that concern both the City Council and the Lynchburg City School Board.

SUMMARY

The Committee will provide collaborative review, analysis, and recommendations that support high-quality public education for all residents of the City of Lynchburg. The Committee will meet monthly, or at the discretion of the Co-Chairs, to work on topics including, but not limited to the following:

- Fiscal clarity
- Capital construction and improvement projects,
- Student enrollment and population, school zoning,
- Talent management and resources, and
- Instructional excellence.

The committee will be composed of three members from each governing body, with the Mayor and School Board Chair serving as ex-officio members. The Mayor and School Board Chair will be responsible for appointing the three members from each of the respective bodies.

PRIOR ACTION(S)

September 10, 2024 - Work Session Business Item Briefing

FISCAL IMPACT

None

CONTACT(S)

Hollie Jennings, Special Assistant to the City Manager for Data & Innovation

ATTACHMENT(S)

1. Council_BIB_LLL

REVIEWED BY

A handwritten signature in black ink, appearing to read 'Gregory Patrick', with a long horizontal line extending to the right.

Gregory Patrick, Deputy City Manager

Date: September 19, 2024

A handwritten signature in black ink, appearing to read 'Alicia L. Finney', with a long horizontal line extending to the right.

Alicia Finney, Clerk of Council

Date: September 19, 2024

LIFELONG LEARNING COMMITTEE

September 24, 2024



PURPOSE

Purpose:

- Explore policy matters that concern both governing bodies
- Engage in collaborative review, analysis, and recommendations that support high-quality public education

Why:

- Provide the opportunity for the two bodies to have regular information and updates on important topics and projects
- Provide the opportunity to have discussions, ask questions, and make recommendations prior to decision making

TOPICS

Examples of Topics:

- Fiscal clarity,
- Capital construction and improvement projects,
- Student enrollment, population, and school zoning,
- Talent management and resources,
- Instructional excellence
- Other items deemed appropriate by the City Manager and/or School Superintendent

STRUCTURE

Membership:

- Three members of City Council and three members of the School Board
- Members will serve two year terms
- The Mayor and School Board Chairperson will serve as Ex-officio members
- The Mayor and School Board Chair will appoint members from their respective governing bodies

When and Where:

- Meetings will be held the 3rd Tuesday of the month at 3:00 or 4:00 pm at City Hall in the second floor training room
- City Manager's Designee will coordinate the meeting and the agenda

