

2-3-92

A Called Meeting of the Board of Directors of the Culpeper Town and County Library was held in the library on Monday, February 3, 1992 at 7:30 P.M. with the president, Bill Hartman, presiding.

New member, Dr. Joel Poole, was introduced to the Board.

President Hartman announced that we now have a site. This is 4 to 4½ A. owned by J. Carlton and Winifred Clore behind Mulberry Commons just back of the Culpeper Health Care Center. The purchase price is \$200,000 + which works out to be about \$ 60,000 per acre. Will cost \$100 per foot to complete the roadway of 400 feet. Has sewer and water on line. We would make 5 equal payments of \$40,000 per year at the prime rate of interest + 1%.

The Building Committee and the Executive Committee met on Tuesday, January 28 to review and approve a specific site for construction and voted unanimously to recommend the site to the full Board of Directors at a called meeting on February 3.

A resolution that we enter into a purchase agreement with the Clores was presented.

C O P Y            A T T A C H E D

This was moved by Hartman, seconded by Bernardo, and unanimously passed.

Raleigh Coleman made a motion that a letter be drafted to the Board of Supervisors and the Town Council to inform them that we have a site. This was seconded by Sandy Cressman and passed.

The Board gave a unanimous vote of thanks to Bill Hartman for all the dedicated work that he has put into the search for and the securing of a site.

Adjourned at 9:05 P.M.

Respectfully submitted,

*Esther P. White*

Esther P. White, secretary

Members present:

Hartman	Coleman
Nelson	Brown
Snead	Bernardo
Poole	Ecton
Seiter	duFrane
Garrett	White
Cressman	

CULPEPER TOWN & COUN	FY 1992	ACTUAL EXPENSES												TOTAL	OVER			
		BUDGET	JULY	AUGUST	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY			JUNE	BUDGET	
REVENUES:																		
County	\$60,488		\$15,122														45,367	
Town	60,488		10,081		5,041	5,041	5,041	5,040	5,041	5,041	5,041	5,040					40,325	
Fines & misc. & gifts	7,000		1,672		980	439	1,135	648	1,502	2,002	1,105						9,483	\$2,483
State aid	38,352		10,183				10,182				10,183						30,548	
TOTAL REVENUES	\$166,328		\$1,672		\$36,366	\$5,480	\$16,358	\$20,810	\$6,543	\$17,226	\$21,268	\$0	\$0	\$0	\$0	\$0	\$125,723	\$2,483
EXPENSES:																		
Salaries	\$93,275		\$7,790		\$7,715	\$7,398	\$7,554	\$7,772	\$7,453	\$7,785	\$7,305						60,772	
Retirement	4,400									4,622							4,622	\$222
Payroll taxes	7,135		611		590	577	601	571	569	606	559						4,684	
Books -- state	28,764		22		7,620	3,208	3,317	3,780		2,362	1,765						22,074	
Books -- local	4,200		288		935	213	11	106	1,774	608	298						4,233	\$33
Library supplies	2,400				240	199	128	267	487	207	138						1,666	
Contract costs	800		280		183	59	91	26	120								759	
Maint. - bldg & grounds	2,400		30		295	275	91	83	363	103	294						1,534	
Electricity	4,500		395			846	573	246		268							2,328	
Water/Sewer	300		117			36	43	25		30							251	
Telephone	1,300				165	107	125	113	115	142	120						887	
Heat	2,000								43	270	241						554	
Insurance -- general	2,400		63		228			435									726	
Insurance -- health	3,000		233		233		233	243	243	243	243						1,671	
Equipment	0					4,037			51								4,088	\$4,088
Postage	600				29	46	29	109			101						314	
Travel	900							448	17	107							572	
Books by mail	7,155																0	
Audit / Misc	800		11,992 *		1,936			80	699	3,600 *							18,307	\$17,507
TOTAL EXPENSES	\$166,329		\$9,829		\$30,225	\$18,937	\$12,796	\$14,224	\$11,315	\$18,052	\$14,664	\$0	\$0	\$0	\$0	\$0	\$130,042	\$21,850

\* Bldg fund raising expens

BUTTON, YEAMAN, MORTON & NELSON, P.C.

ATTORNEYS AT LAW

POST OFFICE BOX 1717

139 W. DAVIS STREET

CULPEPER, VIRGINIA 22701-3090

ROBERT BUTTON (1899-1977)

J. ROBERT YEAMAN, III

ROGER L. MORTON

DARYL ANDREW NELSON

TELEPHONE  
AREA CODE 703  
825-0766

FACSIMILE  
AREA CODE 703  
825-4496

February 4, 1992

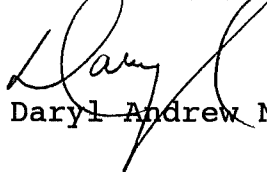
Esther White  
Route 4, Box 43  
Culpeper, Virginia 22701

Dear Esther:

I enclose a true copy of the Resolution which was adopted by the Board last night. You should attach to it a clean copy of the survey plat; the one which is enclosed has my own notations written upon it and should only be utilized if there is not an unspoiled copy available. The Resolution should, of course, be included in the official corporate minutes.

With best regards, I am

Very truly yours,



Daryl Andrew Nelson

kdt  
Enclosure

**RESOLUTION**

WHEREAS, exhaustive study has been made as to the feasibility of expanding the existing library building and facilities located at Main and Mason Streets; and

WHEREAS, the Board has concluded that expansion of the library building upon the existing site would prove inadequate to fully serve the needs of its patrons and the community; and

WHEREAS, the Board has fully considered alternative sites available to it for construction of a new library building; and

WHEREAS, certain real property which is highly desirable for the construction of a library has been offered by its owner to the corporation at a price significantly less than the fair market value of the property, reflecting the owner's desire to make a partial gift of the property to the corporation; and

WHEREAS, it is the recommendation to this Board of both the Building Committee and the Executive Committee that said property be acquired.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors this 3rd day of February, 1992, that it purchase that certain parcel of real property owned by J. Carlton Clore and Wini Clore containing approximately 4+ acres located within the corporate limits of the Town of Culpeper and which is further described in the attached plat, which is incorporated by reference herein, subject to the following terms and conditions:

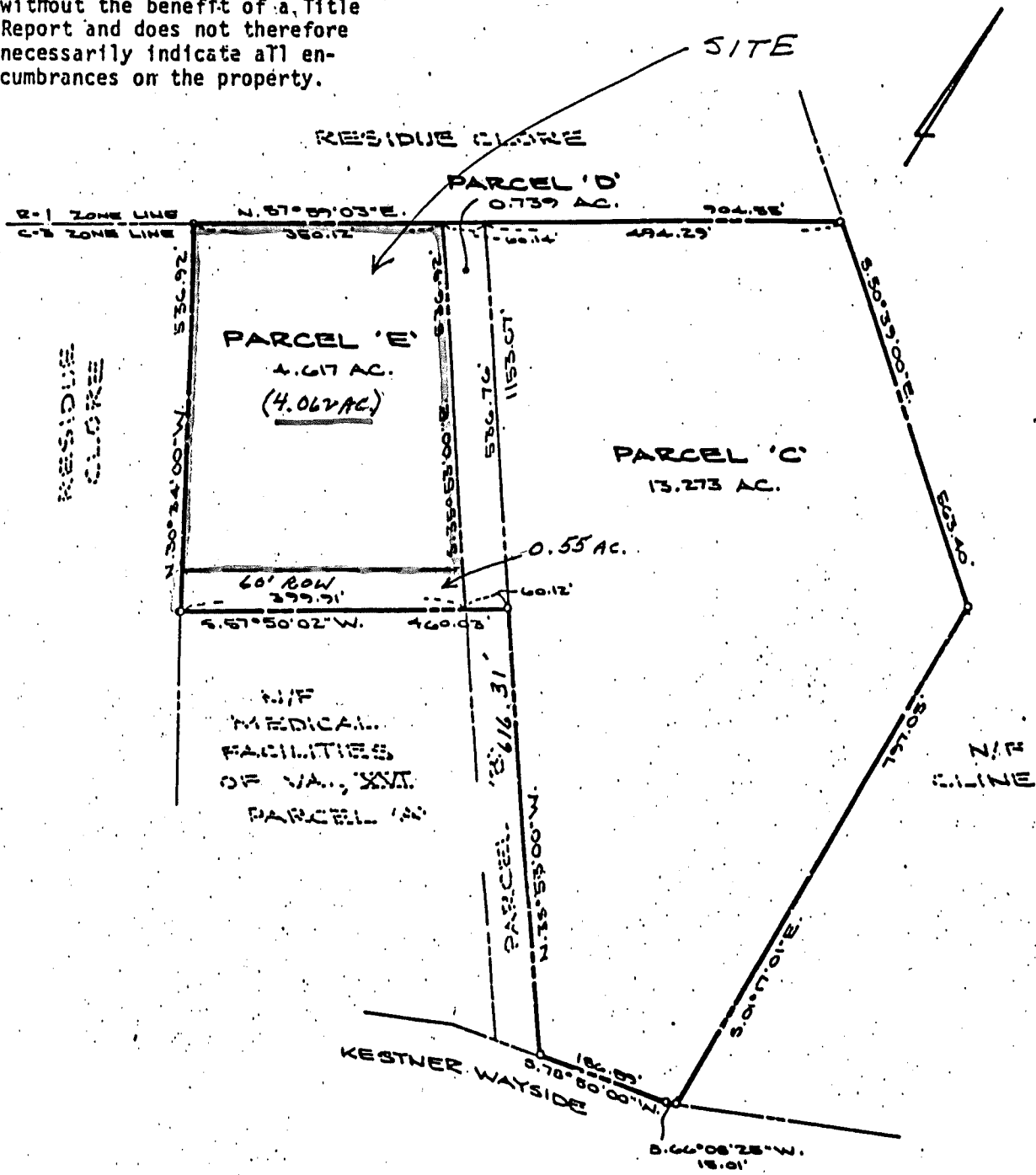
1. That the purchase price of said property not exceed \$200,000.00, exclusive of closing and financing costs.

2. That the acquisition cost of said property be financed by the owner for five (5) years at a rate not to exceed 1% over prime and which rate shall be subject to adjustment at the conclusion of each annual anniversary that said loan is still in effect, with payments of principal and interest due in annual installments; and

IT IS FURTHER RESOLVED that any of the officers of the Board be authorized to undertake any and all action necessary to accomplish the fulfillment of these resolutions, including the execution and delivery of any contracts of agreement and the expending of funds in an amount not to exceed purchase price plus all costs; and

BE IT FURTHER RESOLVED that architectural services be obtained for development of the tract and building for library purposes.

This survey has been prepared without the benefit of a Title Report and does not therefore necessarily indicate all encumbrances on the property.



PLAT OF PARCELS C, D & E  
 BEING A PORTION OF THE LAND OF  
**J. CARLTON CLORE**  
 (D.B. 173, PG. 466)  
 WEST FAIRFAX MAGISTERIAL DISTRICT  
 TOWN OF CULPEPER, VIRGINIA

U.S. ROUTE 29

COMMONWEALTH OF VIRGINIA  
**BARRY L. WISSINGER**  
 CERT. NO.  
 54-173 (a) 1295  
*[Signature]*  
 SURVEYOR

APPROVED  
 FOR THE  
 TOWN COUNCIL OF  
 THE TOWN OF CULPEPER  
 12-23-86 *Quinn L. Bell*  
 DATE ZONING ADMINISTRATOR  
 APPROVAL VOID IF PLAT IS NOT OFFERED  
 FOR RECORD WITHIN 60 DAYS AFTER DATE  
 THEREOF.

**BAUGHAN & BAUKHAGES**  
**A R C H I T E C T S**  
CAVE AND ZERKEL STREETS  
LURAY, VIRGINIA 22835

**A**  
**I**  
**A**

TELEPHONE 703-743-6493

February 5, 1992

Mr. William R. Hartman, President  
Culpeper Town and County Library  
105 East Mason Street  
Culpeper, Virginia 22701

Re: Culpeper Town and County Library

Dear Bill:

This will confirm the understanding reached at our conference on February 3, 1992 at which time our firm was requested to submit our Proposal for the above project.

This Proposal is based on a one-storey library of approximately 12,000 square feet on the ground, with site work, to be constructed on the Owner's property off U. S. Route 29 near Kestner Wayside, in Culpeper, Virginia. The Site Plan will include planning for future expansion of the library in two additional stages of approximately 4000 square feet each. In our judgment, the Probable Construction Cost of the work covered by this Agreement is \$960,000.00. Since we have no control over the cost of labor and materials, current market conditions or competitive bidding, we cannot guarantee the accuracy of this judgment. This Agreement is subject to re-negotiation if the scope of the project is changed.

We propose to complete the project on the following basis:

**FIXED FEE FOR BASIC SERVICES:**

A fixed fee for Basic Architectural Services in the amount of \$73,000.00.

**REIMBURSABLE EXPENSES:**

1. Reproduction of documents.
2. Long distance telephone calls.
3. Travel expenses.
4. Miscellaneous costs, if any, as itemized.
5. Supplementary services, not included in Basic Services, and as approved by the Owner at rates to be established.

**PRIMARY PAYMENT:**

A primary payment of \$3,600.00, payable upon the execution of the Agreement, is the minimum payment under the Agreement and shall be credited to the first phase of the work.

LETTER OF PROPOSAL

PAGE 1

MONTHLY PAYMENTS:

Payments for Basic Architectural Services shall be made in monthly partial payments based on the Architect's estimate of time and expense incurred to date in comparison to those required to complete his full Basic Services. As an aid to making this Estimate, the following should be considered the percentage of fee earned upon completion of the respective phase:

	PHASE	TOTAL	
1.	Schematic Design	15%	15%
2.	Design Development	20%	35%
3.	Completion of Const. Doc.	40%	75%
4.	Receipt of Bids	5%	80%
5.	Const. Contract Admin.	20%	100%

OWNERSHIP OF DOCUMENTS:

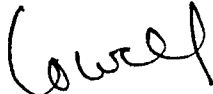
The Drawings and Specifications, as instruments of service, are the property of the Architect whether the project for which they are made is completed or not. They are not to be used on other projects except by prior agreement in writing. The Owner will be furnished copies of the documents for record and maintenance purposes.

If the compensation basis is acceptable, we will prepare a Contract between Owner and Architect reflecting this arrangement.

Please sign the duplicate copy of this letter and return it to our office as a record of our understanding. We will be glad to review this Proposal with you if you have any questions.

We appreciate the opportunity of serving you on this project.

Very truly yours,



L. B. Baughan, AIA  
BAUGHAN & BAUKHAGES  
A R C H I T E C T S

/jg  
encls.

ACCEPTANCE OF PROPOSAL

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

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