

The following is a description of proposed fees. Currently we do not charge for any of the services provided in the list below, all of which are required by the Building Code to perform. Fees are permitted by Code of Virginia § 36-105.

Temporary Certificates of Occupancy: \$100

The intent of this fee is to cover the additional cost of inspections and administrative work involved with issuing a temporary CO. Temporary Certificates involve additional inspections, travel time, administrative time by the Building Inspectors, Building Official and Permit Technician. **Code Section USBC 116.1.1**

Board of Building Code Appeals Hearing: \$250

Fee is to cover the costs of administrative time needed in the pre-hearing process. Work such as documentation prior to the hearing, distributing materials to the Board, making copies of any documentation, scheduling of the hearing, sending certified letters, and other administrative functions that may be needed. **Code Section USBC 119.1**

Working without a permit: \$40 (residential) \$100 (commercial/contractor)

Residential Home Owners: In many situations residential customers are not aware of the requirements for building permits. The fee would only be assessed if the person in question continues to proceed with work, after being issued an initial stop work order. After the initial stop work order, the fee would be applied per occurrence. **\$40**

Commercial and Residential Contractors: Contractors should have a more broad understanding of when permits are required, therefore, the fee would be assessed on the first stop work order issued and any issued thereafter. Applicable only to the location of the issued stop work order. **\$100 / Code Section USBC 114.1**

Town of Christiansburg
Development Fee Schedule
Effective July 1, 2014 January 1, 2015

Subdivision and Site Plan Review Fees	
Plat review	\$50.00 per plat and \$10.00 for each lot
Subdivision Construction Drawing Review / Site Plan Review	\$250.00 plus an additional \$50.00 per acre rounded up to the nearest acre
Erosion and Sediment Control Fees	
Stormwater Management Plan Review	See Design and Development Manual
Land Disturbing Permit	\$25.00 for the first acre plus an additional \$10.00 per acre rounded up to the nearest acre for each additional acre
Advertising and Building Permit Fees	
<p>(1) Residential:</p> <p>New construction, additions, remodeling, and placement of modular homes and double-wide manufactured homes, carports, decks, and garages (attached): \$0.22 per square foot of total space or area to be built including all floors and basements.</p> <p>Replacement of a mobile home: \$100.00.</p> <p>Change in mechanical equipment, heating equipment, ventilating equipment, and air conditioning equipment: \$40.00.</p>	
<p>(2) Commercial and Industrial:</p> <p>New construction, remodeling, and additions: \$3.50 per \$1,000.00 value or fraction thereof.</p>	
<p>(3) Miscellaneous fees:</p> <p>Value less than \$500.00 and no inspection required: no charge.</p> <p>Value greater than \$500.00 and inspection is required: \$40.00.</p> <p>Driveway/entrance or curbcut: \$30.00.</p> <p>Permit to install underground utilities in public property: no charge</p> <p>Work in public right-of-way/property: \$30.00</p> <p>Water or sewer line replacement: \$40.00.</p> <p>Swimming pool or spa: \$40.00.</p> <p>Accessory building (residential): \$40.00.</p> <p>Moving of a building: \$100.00.</p> <p>Demolition: \$40.00.</p> <p>Asbestos removal: \$40.00.</p> <p>Electrical service addition or upgrade: \$40.00.</p> <p>Discontinued electrical service over 30 days: \$40.00.</p> <p>Temporary outdoor advertising/sign: \$30.00.</p> <p>Permanent outdoor advertising/sign: \$50.00.</p> <p>Blasting: \$80.00.</p> <p>Backflow prevention program: \$40.00.</p> <p>Certificate of Occupancy for existing structure: \$40.00.</p> <p>Insulation: \$40.00.</p> <p>Fireworks sales setup: \$100.00.</p> <p>Temporary Certificate of Occupancy: \$100.00</p> <p>Board of Building Code Appeals hearing: \$250.00</p> <p>Working without a Permit (Residential): \$40.00 (after initial stop work order)</p> <p>Working without a Permit (Commercial/Contractor): \$100.00 (including initial stop work order)</p>	
<p>(4) Re-inspection fee (payable before re-inspection): \$100.00 per re-inspection.</p> <p>(5) Minimum: In any case, the minimum permit fee shall be \$40.00 (with any exceptions noted in this section).</p>	

**AN ORDINANCE TO AMEND CHAPTER 30 “STREETS, SIDEWALKS AND
OTHER PUBLIC PLACES” OF THE *CHRISTIANSBURG TOWN CODE* IN
REGARDS TO ENCROACHMENTS OR OBSTRUCTIONS ON PUBLIC
PROPERTY INCLUDING PROVISIONS FOR PERMITTING
ENCROACHMENTS AND OBSTRUCTIONS
AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the Town of Christiansburg owns streets, sidewalks and other public places and manages and operates facilities within same for the benefit of its citizens and encroachments or obstructions may interfere with management and operation of facilities; and,

WHEREAS, notice of the intention of the Town Council to pass said ordinance was published two consecutive weeks (November 5, 2014 and November 12, 2014) in The News Messenger, a newspaper published in and having general circulation in the Town of Christiansburg; and,

WHEREAS, a public hearing of Council of the Town was held November 18, 2014 and,

WHEREAS, in order to effectively and efficiently operate and maintain streets, sidewalks, and other public places and facilities within same, the Town must have appropriate regulations for encroachments and obstructions;

THEREFORE, be it ordained by the Council of the Town of Christiansburg, Virginia that it hereby amends Chapter 30 “Streets, Sidewalks and Other Public Places” of the *Christiansburg Town Code* by the repeal and readoption of Sec. 30-5 as follows:

ARTICLE I. IN GENERAL

Sec. 30-5. Encroachments or obstructions on Town property.

~~Every person who desires to construct a building, gate, porch, step or post in, or in any other manner to encroach on, any street or sidewalk in the town shall secure permission from the town council or its agent to do so. The applicant shall have a licensed professional land surveyor establish the line of such street at the place where such improvement is intended to be constructed. The town manager shall note the details and conditions of such proposed construction in his records. It shall be unlawful for any person, without obtaining such permission, to construct any such improvement in such manner as to encroach upon the street or sidewalk or interfere with the grade thereof.~~

(a) Encroachments and obstructions on Town property are unlawful. Pursuant to the authority granted in § 15.2-2009 of the Code of Virginia, as amended, it is hereby declared unlawful for any person to cause an encroachment or obstruction in, over, or upon any public right-of-way, sidewalk, street, trail, or other property of the town unless such person is issued a Driveway/Entrance

Permit, a Permit to Install Underground Utilities in Public Property, or a Permit to Work in Public Right-of-Way/Property.

(b) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning:

Encroachment means a fence, structure, personal property, trash or debris, awning, fire escape, shutter, sign, cornice, gutter, downspout, bay window, or appendage to or part of a building, existing or to be constructed in, under, upon, or over a public right-of-way, sidewalk, street, or other property of the town excluding mailboxes and landscaping under two feet in height.

Other property means any land owned by the town or on which the Town has an exclusive easement.

Owner means the person or persons holding legal title to, or who created, or are otherwise responsible for, the encroachment or obstruction.

Person means an individual or firm, association, organization, partnership, trust, company, corporation, or other entity.

Street means every public way or place of whatever nature in the town, including, but not limited to, an alley, road, highway, sidewalk, or trail.

Town Manager means the Town Manager of the Town of Christiansburg, Virginia.

(c) Existing encroachments. Every encroachment or obstruction existing prior to January 1, 2015, is conclusively presumed to have been constructed under authority of a revocable permit (unless notice otherwise has been given by the Town to the owner), which said permit may be revoked at the pleasure of the Town Manager or his designee. An existing obstruction or encroachment which has been the subject of a notice to the owner that it is unlawful or constructed without the consent of the Town Manager or his designee, must be removed immediately or be subject to removal by the Town Manager or his designee and the penalties prescribed herein. Nothing contained in this section shall be construed to relieve the owners of negligence as a result of any such encroachment or obstruction.

(d) Driveway/Entrance Permit. The Town Manager or his designee may grant a Driveway/Entrance Permit, which Driveway/Entrance Permit shall be only for installation of new driveways/entrances, widening of existing driveways/entrances, or improvements and alterations to existing driveways/entrances, upon the following conditions:

(1) The request for such permit shall be submitted in writing on a form approved by the Town Manager or his designee and signed by the applicant. Driveways/entrances shown on Town-approved site developments plans and driveways/entrances installed in conjunction

with construction of structures with Town-approved Building Permits for main structures or detached garages shall be exempt from the Driveway/Entrance Permit application requirement.

- (2) A nonrefundable processing fee as established in the latest edition of the Town Development Fee Schedule, which may be amended from time to time by Town Council, shall accompany each application for a Driveway/Entrance Permit to cover the cost of processing the application.
- (3) The application shall have attached a copy of a plat showing the exact location and extent of the encroachment or obstruction.
- (4) The application shall contain a statement that the owner for himself, his administrators, executors, heirs, devisees, successors and assigns shall keep and hold the Town free and harmless from any and all liability on account of any injury to any person or persons or damage to any property or properties growing out of or directly or indirectly resulting from such encroachment or obstruction and the construction, maintenance, operation or removal thereof; and in the event that any suit or proceeding shall be brought against the Town, at law or in equity, either independently or jointly with others on account thereof, the applicant will defend the Town in any such suit or proceeding at the cost of the applicant; and in the event of a financial judgment or decree being obtained against the town either independently or jointly with others, then the owner will pay such judgment or expenses of whatsoever nature and hold the Town harmless therefrom. The application shall also contain a statement that the encroachment or obstruction will be permitted subject to all provisions and conditions contained in the Code of Virginia, any ordinance or regulation of the Town, or regulations of any other applicable regulatory body.
- (5) The application shall also state that the applicant will accept the permit, if issued, with the knowledge that it is revocable at the pleasure of the Town Manager or his designee and that, upon revocation, the encroachment or obstruction will be promptly removed by the owner of the property; and upon the owner's failure to do so, the Town Manager or his designee may remove the same without liability to the owner for damages and with the right to recover from the owner all costs incurred by the Town in the removal of same.

(e) Permit to Install Underground Utilities in Public Property. The Town Manager or his designee may grant a Permit to Install Underground Utilities in Public Property, which Permit to Install Underground Utilities in Public Property shall be only for installation of new driveways/entrances or widening of existing driveways/entrances improvements and alterations to existing driveways/entrances, upon the following conditions:

- (1) The request for such permit shall be submitted in writing on a form approved by the Town Manager or his designee and signed by the applicant.
- (2) The application shall have attached a copy of a plat showing the exact location and extent of the encroachment or obstruction.
- (3) The application shall contain a statement that the owner for himself, his administrators, executors, heirs, devisees, successors and assigns shall keep and hold the Town free and harmless from any and all liability on account of any injury to any person or persons or damage to any property or properties growing out of or directly or indirectly resulting from such encroachment or obstruction and the construction, maintenance, operation or removal thereof; and in the event that any suit or proceeding shall be brought against the Town, at law or in equity, either independently or jointly with others on account thereof, the applicant will defend the Town in any such suit or proceeding at the cost of the applicant; and in the event of a financial judgment or decree being obtained against the town either independently or jointly with others, then the owner will pay such judgment or expenses of whatsoever nature and hold the Town harmless therefrom. The application shall also contain a statement that the encroachment or obstruction will be permitted subject to all provisions and conditions contained in the Code of Virginia, any ordinance or regulation of the Town, or regulations of any other applicable regulatory body.
- (4) The application shall also state that the applicant will accept the permit, if issued, with the knowledge that it is revocable at the pleasure of the Town Manager or his designee and that, upon revocation, the encroachment or obstruction will be promptly removed by the owner of the property; and upon the owner's failure to do so, the Town Manager or his designee may remove the same without liability to the owner for damages and with the right to recover from the owner all costs incurred by the Town in the removal of same.

(f) Permit to Work in Public Right-of-Way/Property. The Town Manager or his designee may grant a Permit to Work in Public Right-of-Way/Property, which Permit to Work in Public Right-of-Way/Property shall be only for improvements and alterations to existing structures which will not materially or unreasonably interfere with the use of any right-of-way or other property of the Town by the Town or the public, or constitute a hazard on such property, upon the following conditions:

- (1) The request for such permit shall be submitted in writing on a form approved by the Town Manager or his designee and signed by the applicant.

- (2) A nonrefundable processing fee as established in the latest edition of the Town Development Fee Schedule, which may be amended from time to time by Town Council, shall accompany each application for a Permit to Work in Public Right-of-Way/Property to cover the cost of processing the application.
- (3) The application shall have attached a copy of a plat showing the exact location and extent of the encroachment or obstruction.
- (4) The application shall contain a statement that the owner for himself, his administrators, executors, heirs, devisees, successors and assigns shall keep and hold the Town free and harmless from any and all liability on account of any injury to any person or persons or damage to any property or properties growing out of or directly or indirectly resulting from such encroachment or obstruction and the construction, maintenance, operation or removal thereof; and in the event that any suit or proceeding shall be brought against the Town, at law or in equity, either independently or jointly with others on account thereof, the applicant will defend the Town in any such suit or proceeding at the cost of the applicant; and in the event of a financial judgment or decree being obtained against the town either independently or jointly with others, then the owner will pay such judgment or expenses of whatsoever nature and hold the Town harmless therefrom. The application shall also contain a statement that the encroachment or obstruction will be permitted subject to all provisions and conditions contained in the Code of Virginia, any ordinance or regulation of the Town, or regulations of any other applicable regulatory body.
- (5) The application shall also state that the applicant will accept the permit, if issued, with the knowledge that it is revocable at the pleasure of the Town Manager or his designee and that, upon revocation, the encroachment or obstruction will be promptly removed by the owner of the property; and upon the owner's failure to do so, the Town Manager or his designee may remove the same without liability to the owner for damages and with the right to recover from the owner all costs incurred by the Town in the removal of same.

(g) Approval by the Town Manager or his designee or by Town Council; appeals. Whenever an application for a permit, as provided in this article, is received by the Town Manager or his designee, he shall determine whether or not the provisions of this article respecting the same have been complied with and shall approve or deny such application. The Town Manager may refer any application to Town Council along with any findings and may also make a recommendation to Town Council. Additional, appeals or denial by the Town Manager or his designee may be considered by Town Council. Upon referral or appeal to Town Council, Town Council shall consider the same and whether or not the granting of the permit is in the public interest and direct the Town Manager to either issue the permit or deny same. Approvals may be

subject to any conditions as deemed appropriate by the Town Manager or his designee or Town Council.

- (h) Violations; penalty. It shall be unlawful and shall constitute a Class 3 misdemeanor for any person to cause an encroachment or obstruction to exist on any street or other property of the Town except as permitted herein or authorized by the laws of the Commonwealth of Virginia. Any person violating this section shall be subject to a fine of \$50.00 per day for each day the existence of such encroachment or obstruction continues following the time period for removal set forth in the notice given pursuant to subsection (g) below.
- (i) Removal of unauthorized encroachments and obstructions. On behalf of the Town, the Town Manager or his designee is hereby authorized to order the removal of unauthorized encroachments and obstructions. Whenever the Town Manager or his designee determines that there has been a violation of this section, he shall give notice thereof to the owner of the obstruction or encroachment stating the nature of the violation and ordering the removal of the encroachment or obstruction within a reasonable period of time specified therein. Such notice shall be in writing and shall be served upon the owner or his agent and shall be deemed properly served if served upon the owner personally, or sent by certified or registered mail to the owner's last known address or the address of the property to which the encroaching structure is affixed or appended, or posted on a conspicuous place in or upon such property, or served by any other method authorized by the laws of the Commonwealth of Virginia.

Failure to comply with the order to remove the encroachment or obstruction shall subject the owner to the penalties set forth in section (f) above. In addition to any fine imposed hereunder, the Town Manager or his designee may, in the name of the Town, remove the encroachment or obstruction and charge the cost thereof to the owner or occupant of the property so obstructing or encroaching and may collect the cost in any manner provided by law for the collection of state and local taxes. In addition, the Town Manager or his designee may require the owner or occupant of the property so obstructing or encroaching to remove the encroachment or obstruction and, pending such removal, shall charge the owner of the property so obstructing or encroaching an amount equivalent to what the tax upon the land so occupied would be if the owner owned the land obstructed or encroached upon.

- (j) Additional remedies. In addition to the other remedies provided herein, the Town Manager or his designee may institute and prosecute a suit or action for ejectment or other appropriate proceedings to recover possession of any such public street or town property unlawfully occupied or encroached upon.
- (k) Public health and safety hazards. Notwithstanding the foregoing, the Town Manager or his designee may remove without notice any encroachment or obstruction that causes an immediate public health and safety hazard.

(Code 1972, § 25-11; Code 1992, § 25-7)

This ordinance shall become effective upon adoption. If any part of this ordinance is deemed unlawful by a court of competent jurisdiction all remaining parts shall be deemed valid.

Upon a call for an aye and nay vote on the foregoing ordinance at a regular meeting of the Council of the Town of Christiansburg, Virginia held _____, 2014, the members of the Council of the Town of Christiansburg, Virginia present throughout all deliberations on the foregoing and voting or abstaining, stood as indicated opposite their names as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
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Mayor D. Michael Barber*

Samuel M. Bishop

Cord Hall

Steve Huppert

Henry Showalter

Bradford J. Stipes

James W. "Jim" Vanhoozier

*Votes only in the event of a tie vote by Council.

SEAL:

Michele M. Stipes, Town Clerk

D. Michael Barber, Mayor



TOWN OF CHRISTIANSBURG

100 East Main Street

Christiansburg, VA 24073

Phone (540) 382-6120 Fax (540) 381-7238

Easement / Subdivision Vacation Application

Landowner: Heather Conner Agent: WA

Address: S 25 Starlight dr Address: WVA
Chburg Va 24613

540/392-3867 Phone: 144 Phone:

I am requesting that the following easement(s) / subdivision(s) be vacated:
the rear set back easement. 4.5' wide
and 45' long.

The property is located at 525 Starlight Dr.

Tax Parcel(s): 529-(13)-1

Fee: \$150⁰⁰

class
10/28/14

I certify that the information supplied on this application and any attachments is accurate and true to the best of my knowledge. I understand that Town Council is not obligated to vacate any easements or subdivisions.

Signature of Landowner(s): Heather Conn Date: 10/24/14

Date: 10/24/14

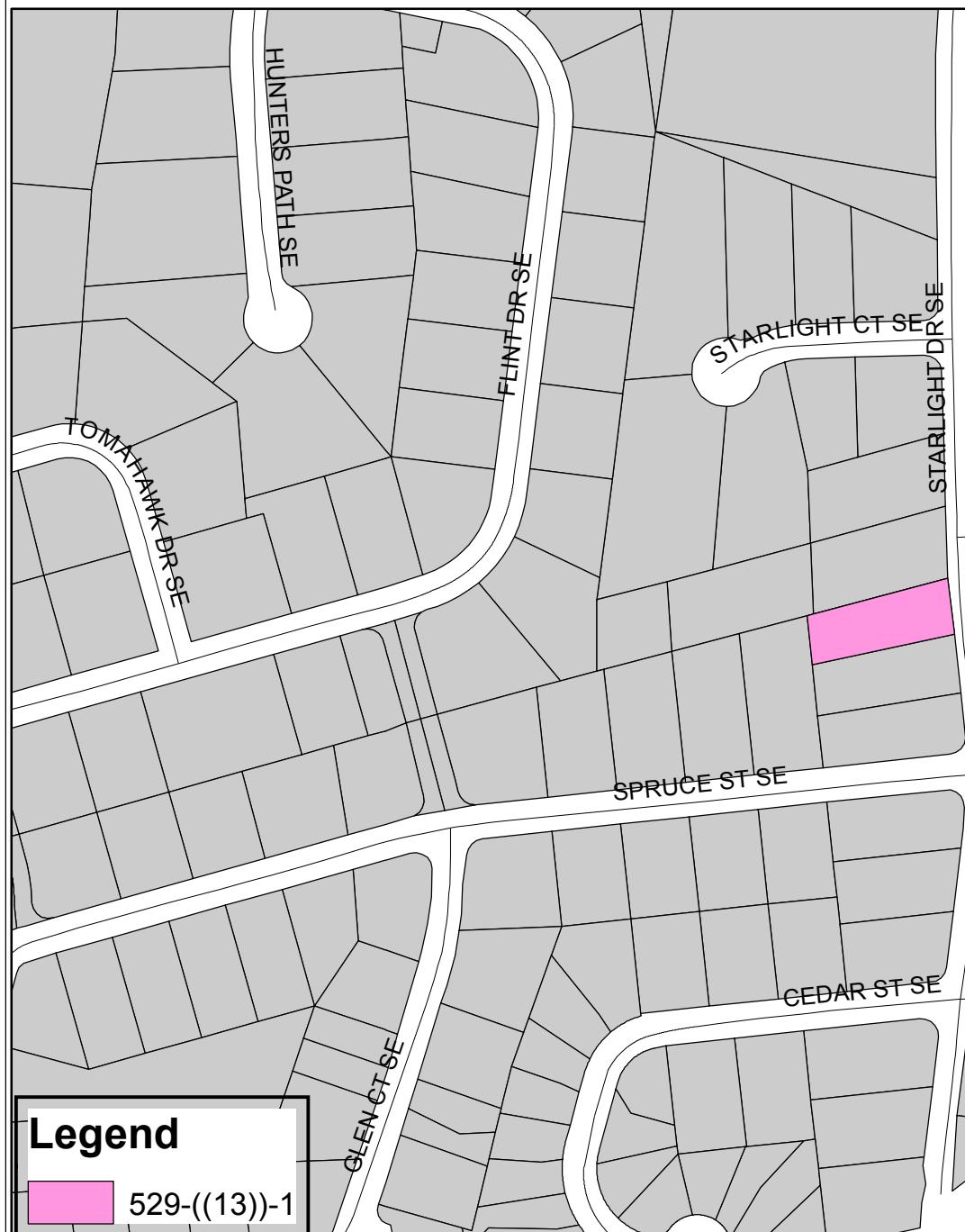
Date:

Date: _____

This request was approved / disapproved by a vote of the Christiansburg Town Council on

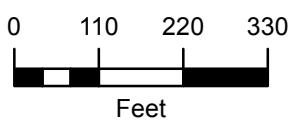
Town Manager

Date



525 Starlight Drive SE: Tax Parcel 529-((13))-1

Easement Vacation
November 18, 2014



Easement Vacation: 525 Starlight Drive S.E.

<u>Tax Map #</u>	<u>Owner(s)</u>		<u>Mailing Address</u>	<u>City, Zip, St</u>
529- A 21	BARNETT CHARLES ALLEN		495 STARLIGHT DR	CHRISTIANSBURG VA 24073
529- A 22	STUMP JOSEPH H	STUMP ALICE B	515 STARLIGHT DR	CHRISTIANSBURG VA 24073
529- 9 23-26	GALLIMORE CHESTER A ETAL	C/O WILLS RIDGE SUPPLY	STAR ROUTE BOX 27	FLOYD VA 24091
529- 13 1	CONNER HEATHER L		525 STARLIGHT DR	CHRISTIANSBURG VA 24073
529- 11 1	SHREWSBURY CONNIE B		1320 SPRUCE ST	CHRISTIANSBURG VA 24073
529- 13 2	STEELE MATTHEW S		535 STARLIGHT DR	CHRISTIANSBURG VA 24073

Cemetery Master Plan

<http://www.nrvpdc.org/InteractivePubs/CemeteryPlan2014/>

Christiansburg Planning Commission
Minutes of October 20, 2014

Present: Matthew J. Beasley
Ann Carter
Harry Collins
M.H. Dorsett, AICP
David Franusich
Jonathan Hedrick
Steve Huppert
Joe Powers, Vice-Chairperson
Craig Moore, Chairperson
Nichole Hair, Secretary Non-Voting

Absent: Jennifer D. Sowers

Staff/Visitors: Missy Martin, staff
Sara Morgan, staff
Cindy Wells Disney, Montgomery County Planning Commission
Brad Epperley, Director of Parks and Recreation, Town of Christiansburg
Jimmy Radford, 325 Falling Branch Road
Derek Hinds, 325 Falling Branch Road
John Neel, Gay & Neel, Inc.
Jeremy Hart, Agent for David Henry, 2 Depot Street, N.E.

Chairperson Moore called the meeting to order at 7:00 p.m. in the Christiansburg Town Hall at 100 E. Main Street, Christiansburg, Virginia, following the pledge of allegiance, to discuss the following items:

Public Comment.

Chairperson Moore opened the floor for public comment. There were no public comments. Chairperson Moore closed the floor for public comment.

Approval of meeting minutes for September 29, 2014.

Chairperson Moore introduced the discussion. Commissioner Collins made a motion to approve the Planning Commission meeting minutes. Commissioner Huppert seconded the motion, which passed 6-0. Commissioners Dorsett and Beasley abstained.

Presentation by Brad Epperley, Director of Parks and Recreation – Christiansburg Parks and Recreation Master Plan.

Chairperson Moore introduced Brad Epperley.

Presentation by Brad Epperley, Director of Parks and Recreation – Christiansburg Parks and Recreation Master Plan - (continued).

Mr. Epperley introduced himself and explained the Parks and Recreation Master Plan was a yearlong process. The Master Plan was adopted by Town Council on August 26, 2014. The plan is meant to include the diverse age groups and population within the Town of Christiansburg. He went on to explain the background of the plan including the actors involved in the creation of the plan : New River Valley Planning District Commission, Christiansburg Parks and Recreation Advisory Commission, and Town Departmental Staff. Town Departmental Staff included Emergency Services, Informational Technology, Engineering, Planning and Building Departments.

The goals of the plan were broken into four categories including Parks and Facilities, Open Space and Interconnectivity, Marketing and Communications, and Operations and Programs. Mr. Epperley went into detail on each of the Master Plan goals. The Master Plan is aimed at being proactive rather than reactive as well as including both passive and active recreation facilities. The recreational needs of Christiansburg residents are diverse. Mr. Epperley noted that connectivity to schools and facilities is important in moving forward with the implementation of the plan. Communication between residents and the Parks and Recreation Department is important. The communication varies from technological and hard-copy means. Capital Improvements need to be assessed. Mr. Epperley mentioned the energy and cost savings of lighting improvements of the Recreation Center. He also noted the need to coordinate on a regional basis to provide access to river and mountain activities that may not be present in Christiansburg. Mr. Epperley concluded with the notion that the Parks and Recreation Department needs to be proactive rather than reactive. There is a need to work with the changing recreational needs.

Mr. Epperley then went on to talk about the Existing Conditions of the five mini parks, one neighborhood park, two community parks, new regional and community parks and facilities, and continue development of linear parks. The Diamond Hills Park will be a nature based community park. The Town of Christiansburg does not have a regional park however; there are plans to create the Truman Wilson property as a regional park. The linear park in the Town of Christiansburg is the Huckleberry Trail, which he hopes will continue to extend and lend itself to interconnectivity.

Mr. Epperley gave an overview of the Public Outreach Survey created for the Master Plan. The survey was advertised on the Town website, library, municipal building, Aquatics Center, Recreation Center, water billing, and through the Notify Me option on the Town's website. 619 surveys were completed and utilized to inform the recommendations of the Master Plan. 77% of the surveys came from Town residents. A public input meeting was held on June 2, 2014 at the Recreation Center. Twelve citizens were in attendance. Comments from the public input meeting were used in editing the Master Plan. The survey was used to inform staff of the desired facilities and programs of the community. The top four desired facilities were paved or concrete trails, a music venue, trails for running/walking, and town events.

Presentation by Brad Epperley, Director of Parks and Recreation – Christiansburg Parks and Recreation Master Plan - (continued).

The results were then broken down by areas in town. This breakdown provided further insight into the needs of the citizens based on where they live.

The top four activities/places visited by Town of Christiansburg residents are the Recreation Center, trail running/walking, soccer and track running/walking. The survey also provided reasons for why citizens visit parks in Christiansburg. The top reasons were playground, sports, exercise, and relaxation.

Mr. Epperley concluded his presentation with the Recommendations for Park and Facility, Program and Event, and Trails and Connectivity. The Recommendations include a park on the east side of I-81 and near the Peppers Ferry/Route 114 area, open space/preservation, an amphitheater for music and cultural events, soccer and softball fields, and an accessible playground. There is not an accessible playground for people of all abilities in the area. There are accessible playgrounds located in the Richmond and Northern Virginia areas. If the Town of Christiansburg were to create an accessible playground, this would make the Town a leader in this category for the region. Mr. Epperley stated the use of theme 5K events is in the works for next spring. He would like to capitalize on the enthusiasm for these events and make them a yearly event. The outdoor recreation education piece will become an emphasis for the Parks and Recreation Department. Hosting cultural and music events is also of importance to the community. In regards to Trails and Connectivity, there is an emphasis on connectivity of crosswalks, sidewalks, and signalized crossings at major roadways for various users. The Christiansburg Bikeway Walkway Committee has looked at areas that need improvement for the future to connect our residents including the before mentioned recommendations for Trails and Connectivity. A major recommendation for the Trails and Connectivity piece of the Master Plan is extending the Huckleberry Trail into the Downtown Christiansburg area.

A top implementation aspect of the Master Plan is the Truman Wilson property. Another is the cultural amenities such as an amphitheater and linkage to the Huckleberry Trail. Then moving on to more active types of recreation; sports tourism benefits the Town greatly. The maintenance of the current recreational amenities is important while improving the facilities to improve the quality of life of the diverse community.

Mr. Epperley mentioned the Obesity Prevention Grant that the Town of Christiansburg applied for with coordination of the Planning, Parks and Recreation, and Public Works Departments. The grant would allow the Town to provide more walking paths, crosswalks and connectivity for pedestrians and cyclists.

Commissioner Powers asked for clarification on parks east of I-81 and the involvement of public-private partnerships with those businesses at the industrial park. Mr. Epperley stated that the park to the east of I-81 would be located near the residential areas and near Falling Branch. He noted the importance of working relationships with those in the private sector, like Back Country in the industrial park.

Presentation by Brad Epperley, Director of Parks and Recreation – Christiansburg Parks and Recreation Master Plan - (continued).

Commissioner Dorsett asked if the Town of Christiansburg's Comprehensive Plan was consulted. Mr. Epperley stated Mr. Mecham did consult the Comprehensive Plan during the development of the Town's Master Plan.

Commissioner Dorsett noted the Parks Goals and Strategies in the Comprehensive Plan that states, "PR/A 1.5 Develop additional park space to serve specific neighborhoods based on an inventory of existing parks." Commissioner Dorsett is concerned there is not a neighborhood park for the Cambria area. The children and families living in Cambria do not have a safe access to a recreational facility due to the vehicular traffic on Depot Street and North Franklin Street. Commissioner Dorsett added that she has received complaints about the lack of recreational facilities in the Cambria area since the release of the Parks and Recreation Master Plan. Mr. Epperley believes this is where interconnectivity comes into play and the Town needs to look at possible new facilities beyond the business area of Cambria. Commissioner Dorsett noted that the residents of Cambria feel forgotten by the Town of Christiansburg. She added that the Cambria neighborhood is a large portion of the Town's population with high density. There is a parcel that has been used as a neighborhood park due to lack of facilities in the area. She believes the Town should look into this property. Mr. Epperley will be getting in contact with Commissioner Dorsett to get the contact information of the property owner.

Commissioner Powers thanked Mr. Epperley for his broad perspective on recreation and not focusing solely on team sports. He went on to ask about naming rights for a potential amphitheater and whether the Town has a policy for naming rights. Mr. Epperley believes the Town is working on naming rights now but a policy is not in place at the present time. He believes looking into sponsorships for facilities is valuable in these economic times. Commissioner Powers and Commissioner Huppert discussed Renna W. Knowles' donation of a million dollars that is being used for the Huckleberry Trail extension. Her contribution is being recognized through the naming of the new bridge. Commissioner Huppert added that there will be a meeting tomorrow night, October 21, at the Aquatic Center about operations and policies. He noted that the Roanoke Civic Center is now called Berglund Civic Center due to Berglund's contribution of a million dollars to go towards the Civic Center.

Commissioner Powers asked about the dog park in relation to the survey results. Mr. Epperley stated he would like to look at the Truman Wilson property as a potential dog park. He has looked at dog parks in Blacksburg, Salem and Radford. Different properties have been looked at in Town; however, there was concern about finding a large enough property to provide a quality dog park. Mr. Epperley believes a dog park will be looked at in moving forward with the implementation of the Master Plan. Commissioner Dorsett asked if there is potential for a competition space to be included in a dog park. Mr. Epperley believes this would be possible if the area lent itself. He noted that Blacksburg and Radford do not have large enough spaces to allow a competition.

Presentation by Brad Epperley, Director of Parks and Recreation – Christiansburg Parks and Recreation Master Plan - (continued).

Mr. Epperley added that the dog obedience classes through the Parks and Recreation Department are successful and a dog park could allow the program to expand in the future. Commissioner Huppert noted that Town Council supports the Truman Wilson property development 100%. They recognize the need for a regional park and the property was the last sizeable property for this project. He does not know how long it will take for the project to be started but reiterates that Town Council supports the project. Commissioner Huppert added that a property in Martinsville is used for soccer tournaments due to their four or five soccer fields; however, the Martinsville fields require travel within the area. The Truman Wilson property is located near many hotels and amenities in Christiansburg. Mr. Epperley noted that he wants to provide as many recreational events as possible to as many recreational users as possible. The older population, open space and dog park need to be considered. He added that with the current boundaries of Christiansburg, this is possibly the only opportunity for a project of this size.

Commissioner Huppert added that the Parks and Recreation Department does a great job with the Harkrader Sports Complex and went on to ask Mr. Epperley to inform the Commission of the Harkrader Sports Complex. Mr. Epperley stated there are three fields and a walking track that goes around the facility. The facility is located behind the Christiansburg Middle School. The facility holds Parks and Recreation Department league games. National events have been hosted at the facility over the past few years; bringing in team from various places. The facility stays busy according to Mr. Epperley. The Harkrader Sports Complex typically opens at the beginning of March and closes at the end of October; being able to host those events brings people into the area.

Commissioner Hedrick asked about the timeline for the Truman Wilson site becoming a park. He noted Randolph Park in Dublin and whether the Town will be studying Northern Virginia or Richmond. Mr. Epperley stated that the plan is to be determined. He stated there are multiple phases including transportation, utilities and addressing the topography of the property. There will be an RFP going out in the near future to address the transportation phase. Funding and Town Council will determine the part of the timeline. Mr. Epperley noted that Town Council was looking at the Truman Wilson property during discussions of the 2020 Vision. He believes work sessions with Town Council will occur in the near future to discuss the park's development.

Commissioner Hedrick asked about the neighborhoods that are located adjacent to the property and how lighting, noise and property values of those residents will be addressed. Mr. Epperley stated that will come about during work sessions with Town Council. He believes active recreation near the Home Depot/Walmart side and the passive recreation closer to the residential properties will be an option. The presence of the park and bringing people to that area would only benefit the residents in Mr. Epperley's mind.

Presentation by Brad Epperley, Director of Parks and Recreation – Christiansburg Parks and Recreation Master Plan - (continued).

Mr. Epperley added the topography of the land will determine the uses on the property. Commissioner Huppert spoke of the potential of selling part of the property on 114 and use the money from the sale to put back into the park. He believes the pace of development will determine the push behind the property. Commissioner Huppert thinks Town Council would like to push it.

Commissioner Powers asked about the big changes in recreation in the next 5-10 years that the Commission should be prepared to accommodate in the future. Mr. Epperley noted the push toward healthier environments and the possibility of moving away from a car and more towards biking and walking to work. He noted that his wife is a community health educator and childhood obesity is an important topic for her. The issue of childhood obesity will have an impact in moving forward and recreation will be an important part. Mr. Epperley noted Commissioner Dorsett's comments earlier in the meeting about parks in Cambria. Having connectivity and recreational facilities within the Town will be very important.

Commissioner Dorsett noted the importance of residential properties being in close proximity to parks and how there are barriers to access certain facilities like the Falling Branch park and the Recreation Center. Even when a residential property is located in close proximity there are barriers such as a busy four lane street. She added that there are neighborhoods in town that parents do not have the freedom to walk with strollers while letting their children play. A half-acre or 0.75 acre park would provide a boost in quality of life. Commissioner Dorsett noted that a Falling Branch park is not going to be accessible if you live on the north side of 460. There are underserved areas throughout town. Commissioner Dorsett went on to ask Mr. Epperley how he plans to serve those areas. She stated the neighborhood parks need to be considered as well the parks serving the larger communities. Mr. Epperley believes the Planning Commission, in coordination with the new developments, can look at requiring strict regulations regarding recreation facilities. Commissioner Dorsett stated she believes that is a great idea for undeveloped areas but that does not address the existing residential developments.

Commissioner Collins noted the Comprehensive Plan Subcommittee is beginning the Neighborhood Planning process for the East Town Central neighborhood. He asked that Mr. Epperley help the subcommittee in this task because many of the comments the Town has received thus far has been related to recreation. An open house at the Park Street Methodist Church will be held 3-7 P.M. on November 20, 2014. Citizens will be able to stop by and contribute their ideas.

Mr. Epperley noted that it is hard to provide parks in already developed areas but if there are half-acres around these residential areas, it is something to look into. Even the half-acre properties could provide a park for the residents. Commissioner Dorsett asked if Mr. Epperley will be active searching for possible recreational facilities in already developed areas. Mr. Epperley stated staff will be open to looking at the available properties in Christiansburg.

Presentation by Brad Epperley, Director of Parks and Recreation – Christiansburg Parks and Recreation Master Plan - (continued).

The properties may be able to provide a park to areas experiencing barriers to park and recreation facilities.

Chairperson Moore thanked Mr. Epperley for his time and looks forward to working with him on the Neighborhood Plans. Mr. Epperley appreciates the chance to present the information and looks forward to working with the Planning Commission in the future.

Planning Commission discussion regarding council's intention to adopt an ordinance in regards to a rezoning request by Radford & Radford Properties, LLC for property located at 325 Falling Branch Road (tax parcel 529 – ((A)) – 25C) from R-2 Two-Family Residential to B-3 General Business with proffers. The property contains 0.818 acres and is scheduled as Mixed Use with Buffers (Residential/Business) in the Future Land Use Map of the Christiansburg Comprehensive Plan. The Planning Commission public hearing was held on September 29, 2014.

Chairperson Moore introduced the discussion.

Chairperson Franusich asked for clarification of the future land use designation. Ms. Hair clarified the property is scheduled as residential not mixed use. The typo was changed for the Town Council ad.

Chairperson Franusich believes it is a roundabout way of getting a multi-family residential development. He posed the question of what stops the applicant from putting a business there after the rezoning is approved. Mrs. Hair noted the applicant has proffered to only do residential on the property. The proffers go with the rezoning. The proffer reads: The following permitted uses as listed in 30-100 shall only be allowed on the subject parcel: Single Family Dwellings, Two-Family Dwellings, Townhouses, Multiple-Family Dwellings, Major and Minor Home Occupations with a CUP, and Planned Housing Development. The applicant also proffered a maximum of seven residential units for the property.

Commissioner Dorsett and Commissioner Carter asked how this request differs from the property owner's past request. Commissioner Powers stated the request is for seven units instead of nine units.

Commissioner Huppert asked about the recreation and greenspace areas on the property. Mr. Neel provided the Planning Commission with concept drawings of the property.

Commissioner Franusich asked why the applicant has asked for B-3 rather than R-3. Ms. Hair noted there may be an accusation of spot zoning. The B-3 district is adjacent to the property. Mr. Neel went on to discuss the applicant's motivation to pursue B-3. He noted the applicant would like to have R-3 zoning but there is no R-3 zoning around the property.

Planning Commission discussion regarding council's intention to adopt an ordinance in regards to a rezoning request by Radford & Radford Properties, LLC for property located at 325 Falling Branch Road (tax parcel 529 – ((A)) – 25C) from R-2 Two-Family Residential to B-3 General Business with proffers - (continued).

The property adjacent to the subject property is B-3 and therefore the applicant is requesting B-3. Commissioner Franusich asked if the property would stay as B-3 if it were sold.

Ms. Hair clarified that the proffers would run with the property not the property owner. If Radford & Radford Properties did not develop the property and decided to sell it, the new owners could develop it in any of the proffered residential uses. Commissioner Franusich asked if they would rezone to R-2 and have a Conditional Use Permit for multi-family residential. Ms. Hair stated this was not an option.

Mr. Neel and Mr. Radford discussed their conversations with the adjoining property owner, Mr. Hylton. Mr. Hylton was against the previous request. Mr. Radford stated he has talked with him over the past couple years and Mr. Hylton is now ok with the present request. Commissioner Powers noted that Mr. Hylton submitted a letter to Planning Commission asking for the denial of the request. Mr. Neel and Mr. Radford were not aware of the letter. Mr. Radford stated he spoke with Mr. Hylton when the house at 325 Falling Branch Road was demolished. Mr. Radford indicated Mr. Hylton expressed concern over houses backing up to his property. Mr. Radford stated he offered to install a fence between the properties and he felt Mr. Hylton was agreeable to this solution. Mr. Radford added Mr. Hylton later called him to say he did not want the houses next to him.

Commissioner Powers stated he believes seven units is too much for the property, especially when they back up to Mr. Hylton's property. Commissioner Powers stated he does not believe the use of trees or a vinyl fence would dissipate the impact of those seven residences. Mr. Neel believes the applicant has a good layout and an improvement from the previous house located on the property.

Commissioner Huppert asked about the recreation and greenspace areas on the property where units had previously been planned. Mr. Neel confirmed Mr. Radford would be willing to proffer the playground amenity but would like to decide where it would be placed on the property. Commissioner Collins asked if it would be a playground for the residents or the community. Mr. Neel stated it would be a playground for the residents. Ms. Hair noted that the proffers can be amended before the Town Council Public Hearing to add the playground.

Commissioner Dorsett asked Mr. Radford if he would like seeing the back of these houses if he was the adjacent property owner. Mr. Radford said he would not mind looking at the development compared to the previous junk house on the property. Commissioner Dorsett asked Mr. Radford to put himself in the neighbor's shoes. Mr. Radford was sorry to hear that and noted that it is hard to please everyone.

Planning Commission discussion regarding council's intention to adopt an ordinance in regards to a rezoning request by Radford & Radford Properties, LLC for property located at 325 Falling Branch Road (tax parcel 529 – ((A)) – 25C) from R-2 Two-Family Residential to B-3 General Business with proffers - (continued).

Commissioner Franusich asked if this was another way of spot zoning. Ms. Hair stated it is not. Chairperson Moore noted it is the legal way around spot zoning.

Commissioner Hedrick asked the Planning Commission to consider Huff Heritage located off Falling Branch, past the subject property. It is a large multi-family neighborhood. Commissioner Dorsett stated she believes it is farther back. Commissioner Hedrick noted it is off the same artery and he does not believe it was spot zoning. Commissioner Dorsett asked the Planning Commission to consider the single family residents located around the development. Ms. Hair clarified that there are duplexes located behind the property.

Commissioner Hedrick noted that there are 20 parking spaces for the development, which leads to a lot of impervious surface. That is two and half cars per unit. He suggested reducing the parking to create greenspace that serves as a buffer around the houses.

Commissioner Carter asked for clarification on the proffers presented to Planning Commission. Ms. Hair clarified that the proffers are the same proffers that were given to the Planning Commission after the last meeting. She added that the applicant has up until the Town Council Public Hearing to amend the proffers.

Commissioner Dorsett noted that pines trees have a very low life-span and are being used as the buffer. Mr. Neel and Ms. Hair confirmed that is would be discussed during the Conditional Use Permit. Chairperson Moore noted that the buffer is listed as evergreens so there could be different types used or a mixture.

Commissioner Hedrick asked about why the houses were closer to the residential properties versus the business property. Mr. Neel thought the neighbor would prefer a building as opposed to cars, noise and headlights. He feels that the buildings provide a buffer. Commissioner Powers noted it is the lesser of two evils.

Commissioner Collins stated he is concerned that the neighbor would potentially have a decrease in property value with the development.

Commissioner Hedrick noted the neighbor's letter is strongly worded. Mr. Neel apologized as he was not aware a letter was submitted.

Commissioner Huppert proposed tabling the decision until the Planning Commission sees the revised greenspace. Commissioner Powers and Commissioner Carter said the greenspace drawing would not change their minds.

Planning Commission discussion regarding council's intention to adopt an ordinance in regards to a rezoning request by Radford & Radford Properties, LLC for property located at 325 Falling Branch Road (tax parcel 529 – ((A)) – 25C) from R-2 Two-Family Residential to B-3 General Business with proffers - (continued).

Commissioner Collins asked Mr. Radford asked about the properties owned by the applicant in town. Mr. Radford stated he has multiple rental homes scattered throughout Christiansburg and many in mobile home parks. He noted the upgrades that have been made to the mobile home parks by replacing units and changing the water system. Mr. Radford stated he owns three homes on Depot Street and is constructing new homes on Long Street. Commissioner Collins asked if the applicant or the tenant is responsible for maintenance. Mr. Radford stated he performs the maintenance. Commissioner Collins asked about the house of Arrowhead Trail that Mr. Radford owns. Mr. Radford confirmed he owns 150 Arrowhead Trail and recently replaced the porch. Commissioner Collins stated the front of the property looks awful, specifically the fence. Mr. Radford stated the property does not have a fence. Commissioner Collins apologized.

Commissioner Hedrick asked about a lower number of units for single family homes. Ms. Hair clarified that there is not enough frontage to do multiple single family homes.

Commissioner Hedrick stated he believes this is not an extreme development given the surrounding area. He understands the neighbor would be concerned with what he is looking at but Commissioner Hedrick recognizes the need for more multi-family residential housing. Commissioner Powers asked if it is an appropriate place to drop in seven units. Commissioner Hedrick noted Huff Heritage and how it is a large complex of multi-family residences. Mr. Hedrick added the residents around there have seen the development occur and could have potentially left. Commissioner Dorsett spoke about the negative impacts multi-family. She noted the East Main District was a primarily single family neighborhood and now experiences some negative effects such as stormwater runoff and traffic due to higher density developments. Commissioner Dorsett stated she understands the need for multi-family housing. Commissioner Dorsett added would like the Planning Commission to think twice before allowing townhouse developments in areas where facilities cannot support them. Christiansburg has a lot of townhouses but also has a lot of townhouses that are empty.

Mr. Neel stated that the development would be meeting the latest stormwater regulations. Mr. Neel added the regulations changed in July. He also mentioned that the property is right next to Roanoke Street and does not believe Commissioner Dorsett's comments apply. Commissioner Dorsett agreed her comments were more general.

Chairperson Moore discussed the additional proffers with Mr. Neel. Mr. Neel stated he would work with the Planning Director on the proffers.

The Town Council Public Hearing is October 28, 2014. Commissioners Franusich and Carter do not think the playground would change the rezoning.

Planning Commission discussion regarding council's intention to adopt an ordinance in regards to a rezoning request by Radford & Radford Properties, LLC for property located at 325 Falling Branch Road (tax parcel 529 – ((A)) – 25C) from R-2 Two-Family Residential to B-3 General Business with proffers - (continued).

Chairperson Moore read the proffers submitted to Planning Commission at the present time.

1. The following permitted uses as listed in 30-100 shall only be allowed on the subject parcel:
 - a. Single Family Dwellings
 - b. Two-Family Dwellings
 - c. Townhouses
 - d. Multiple-Family Dwellings
 - e. Major and Minor Home Occupations with a CUP
 - f. Planned Housing Development
2. A maximum of seven residential dwelling units shall be constructed on the subject parcel.

Commissioner Hedrick made a motion to recommend Town Council approve the rezoning with proffers, including the additional proffer to install a playground. . Commissioner Huppert seconded the motion, which was denied 2-5. Commissioner Dorsett and Commissioner Beasley abstained due to being absent from the Public Hearing.

Commissioner Hedrick noted that it is a great improvement to the derelict house that was previously on property. Commissioner Franusich stated he does not understand why the applicant would not build a duplex if he wanted to use the property. Commissioner Franusich stated he believes they are shoehorning seven units onto the property. Commissioner Franusich asked Commissioner Hedrick if he would be happy being the neighbor of the seven new units. Commissioner Hedrick stated he owns a property where 45 new units will be built. He stated that the Planning Commission is ok with building on the other side of town but it's not ok with one resident is upset compared to 25 residents. Commissioner Hedrick stated he believes the Planning Commission is discounting what the applicant is trying to do to help the community and build more of a tax base on the property. Commissioner Hedrick stated the neighbor has seen what has been happening around him and has had ample time to process the development around him. Commissioner Franusich stated he does not believe that is the right way to look at this. He believes the property is too small for the proposed number of units.

Commissioner Hedrick stated he does not understand how the Planning Commission can approve 45 units next to The Villas and not these seven units. Commissioner Franusich noted that The Villas is a multi-family development. Commissioner Dorsett stated she believes it is because of the number of units and the size of the property.

Planning Commission discussion regarding council's intention to adopt an ordinance in regards to a rezoning request by Radford & Radford Properties, LLC for property located at 325 Falling Branch Road (tax parcel 529 – ((A)) – 25C) from R-2 Two-Family Residential to B-3 General Business with proffers - (continued).

Commissioner Huppert stated he supported the motion because he recognizes the need for housing of this type in the community. The low and middle income residents need somewhere to go. Commissioner Dorsett noted that two-thirds of Oak Tree is vacant.

Ms. Hair stated she would like a new motion for the record.

Commissioner Powers made a motion to recommend Town Council deny the request to rezone the property located at 325 Falling Branch Road. Commissioner Franusich seconded the motion, which passed 6-1. Commissioner Dorsett and Commissioner Beasley abstained due to being absent from the Public Hearing.

Contingent on the above item, Planning Commission discussion regarding a Conditional Use Permit request by Radford & Radford Properties, LLC for residential use at 325 Falling Branch Road (tax parcel 529 – ((A)) – 25C) in the B-3 General Business District. The Planning Commission public hearing was held on September 29, 2014.

Chairperson Moore noted this discussion would not be held due to the denial of the previous request. There will be a Town Council Public Hearing and the Council may have the same concerns as the Planning Commission. The applicant has up until the Town Council Public Hearing to make changes to the proffer statement. He asked the applicant to understand that the Planning Commission is trying to balance the economic need and what has happened in other neighborhoods. Chairperson Moore concluded by thanking the applicant and encouraged them to be active in the next public hearing.

Planning Commission discussion regarding council's intention to adopt an ordinance in regards to a rezoning request by Laurence Lane, LLC for property located at 2 Depot Street, N.E.(tax parcel 526 – ((2)) – 60) from I-1 Limited Industrial to B-2 Central Business. The property contains 0.634 acres and is scheduled as Parks/Open Space in the Future Land Use Map of the Christiansburg Comprehensive Plan. The Planning Commission public hearing was held on September 29, 2014.

Chairperson Moore introduced the discussion.

Ms. Hair presented John Burke's email on the stormwater regulations and the drainage map of the property was provided to the Planning Commission.

Approximately about 760 acres drain to the area. Commissioner Carter asked if Mr. Burke sees the stormwater and drainage as a big problem for the property. Ms. Hair stated Mr. Burke does not see it as a problem. The regulations are setup to prevent future problems. She added that there is funding to repair Crab Creek but the Town does not know the extent of the repair and if it extends to North Franklin Street.

Planning Commission discussion regarding council's intention to adopt an ordinance in regards to a rezoning request by Laurence Lane, LLC for property located at 2 Depot Street, N.E.(tax parcel 526 – ((2)) – 60) from I-1 Limited Industrial to B-2 Central Business - (continued).

Commissioner Dorsett asked about the setbacks on the property in relation to the drainage. Commissioner Dorsett stated she was concerned the property would not be buildable. Ms. Hair stated there are zero setbacks in B-2. Chairperson Moore added that the setbacks may have been the reason to ask for B-2 over I-1.

Ms. Hair confirmed and added that the B-2 district is connected to the property. Commissioner Carter stated she does not know why it was industrial in the first place. Commissioner Dorsett noted the former mill use to be on the property. Commissioner Powers added that it was spot zoning for the mill. The Planning Commissioners reviewed the zoning map.

Commissioner Powers asked about the requirements for sidewalks in the B-2 district. Ms. Hair will check the code but believes the B-2 district requires sidewalks. Commissioner Powers noted that sidewalks would then be placed on North Franklin Street and Depot Street.

Commissioner Franusich asked about the Future Land Use map scheduling it for public open space. Chairperson Moore noted that funding and plans for acquiring the property have not been in place. He feels that the public open space should be negated. Ms. Hair added that those were the sentiments from Administration.

Commissioner Powers stated he believes there is a potential for a public greenway. Commissioner Franusich noted that it could connect Depot Street Park and the Aquatic Center to Downtown Christiansburg. Commissioner Powers would like to see some proffers addressing that. He added that the creek runs through the back of the property and some of the property is on the Water Street side. Commissioner Powers asked if the property could be totally paved. Ms. Hair stated the property could be totally paved, used for storage and the permanent structures would need to meet the requirements to be protected.

Commissioner Dorsett asked about the vegetative buffers required for runoff into Crab Creek to address TMDL. Chairperson Moore stated the creek could be enclosed and the stormwater runoff be handled through other means.

Commissioner Franusich asked if the Planning Commission could require a conservation easement as part of the rezoning. Ms. Hair stated this was not possible. Chairperson Moore added that they could proffer to have minimum impacts to the stream but that has not been done.

Commissioner Dorsett proposed asking them to have a trail along the stream side of the property to possibly connect to Depot Park rather than sidewalks on Depot Street. Many Commissioners stated we cannot ask them to do that. Chairperson Moore reiterated that the applicant could have proffered that but has not.

Planning Commission discussion regarding council's intention to adopt an ordinance in regards to a rezoning request by Laurence Lane, LLC for property located at 2 Depot Street, N.E.(tax parcel 526 – ((2)) – 60) from I-1 Limited Industrial to B-2 Central Business - (continued).

Mr. Neel stated he is not officially representing the applicant, but noted that the question is if it is appropriate to have an I-1 or B-2 zoned property. He understands the issues and the opportunities but the owner is looking at the property value in terms of industrial verse business use. The property owner is not looking to develop but rather market the property. Mr. Neel stated he believes it is a question of whether I-1 or B-2 is appropriate for the property.

Commissioner Powers noted the setbacks for I-1 and the two street right of ways. Ms. Hair stated that the setbacks would restrict the use of the property. Commissioner Carter added that the applicant cannot sell it in that way. Mr. Neel stated that the property owner could do a full hydrologic study of the property and pipe the water elsewhere to make the property a full I-1 lot. Commissioner Dorsett asked about the stormwater regulations. Mr. Neel stated that the stormwater does not have anything to do with piping of the stream.

Commissioner Carter noted the property has been sitting for a long time and she does not believe the property should have ever been industrial.

Chairperson Moore stated that piping of the stream could possibly have problematic impacts downstream in terms of erosion and slopes. He knows it would be challenging in terms of design. Chairperson Moore noted that the downstream property owners would have a problem with the meander changing due to upstream issues. It would be challenging to engineer this short segment to have minimal or no impact. Both Planning Commission and Town Staff could keep an eye on this if they chose to pipe the water.

Commissioner Powers reviewed the Zoning Map to understand the adjacent properties. Ms. Hair stated B-2 and B-3 is located around the subject property.

Commissioner Dorsett asked Commissioner Powers about Depot Street reverting back to residential. Commissioner Powers stated the ones on the east side were but not closer to the intersection.

Chairperson Moore noted the concern for Crab Creek and the stormwater on the property. He went on to state that the Planning Commission is tasked with looking at the appropriate land use. Chairperson Moore added the Planning Commission cannot have this as open greenspace as there is no plan in place.

Commissioner Carter made a motion to recommend Town Council approve the rezoning of the property located at 2 Depot Street, N.E. Commissioner Beasley seconded the motion, which passed 8-0. Commissioner Dorsett abstained due to being absent from the public hearing.

The Town Council Public Hearing will be October 28, 2014.

Discussion of 820 Park Street.

Chairperson Moore introduced the discussion. He believes the direction is clear during the Conditional Use Permit process and the CUPs are self-policing. A person should know if they are not in compliance.

Chairperson Moore noted staff time and resources are being taken to re-inspect the property and perform follow-up with letters. There is a certain point when the Town needs to say enough is enough.

Commissioner Dorsett asked what kinds of violations have occurred. Ms. Hair explained that out of the 16 times staff has inspected the property, the applicant has been in violation nine times. Ms. Hair stated the property has been in violation with untagged vehicles. Ms. Hair stated she has received a call from Mr. Reno after the last Planning Commission meeting, stating he knew he was in violation and would be correcting the situation. She did not reach out to him after the meeting. Staff inspected the following Friday and Sara Morgan witnessed the towing of a vehicle. Ms. Hair stopped by later that day and the vehicle was not stored outside. Ms. Hair added the property is in compliance today. Commissioner Powers and Commissioner Collins asked how staff feels about the situation. Ms. Hair stated it is a nonissue at the present time.

Commissioner Powers proposed tabling the decision.

Ms. Hair stated she will bring it back to Planning Commission if it becomes an issue again.

Commissioner Franusich asked if a letter had been sent. Ms. Hair explained that letters were sent and phone calls were made.

Commissioner Dorsett asked if he could be billed for the times staff had to visit. Ms. Hair explained that staff goes out once a month to look at the Conditional Use Permits as part of the process. The inspections are set for a Friday and inspected at once time. She noted that it is not an issue to inspect but rather the follow-up with letters and phone calls to bring the property into compliance. This is the only CUP staff has issues with.

Commissioner Power made a motion to table the decision. Commissioner Huppert seconded the motion, which passed 9-0. If there is another issue, instead of putting it on an agenda, the Planning Commission will make a recommendation that night.

Other Business.

Ms. Hair informed the Commission that she and Ms. Morgan worked on the Obesity Prevention in coordination the New River Valley Health District. The grant would provide funding (almost \$100,000) for infrastructure improvements such as crosswalks and ADA ramps in the Downtown area and bike racks in recreational areas.

Other Business – (continued).

Ms. Hair added the New River Valley Health District would hire someone part-time to manage the grant and Public Works would install these facilities and would be paid from the grant. Ms. Hair stated staff hopes to hear back by the end of the month as the awards are given out November 1, 2014.

The submission was a week's turnaround. Ms. Hair added that the Planning Department partnered with Parks and Recreation and Public Works to come up with ideas for quick projects. The Bikeway Walkway identified sidewalks and crosswalks of need. They were considered in this grant.

Commissioner Collins noted that the Comprehensive Plan Subcommittee will be starting the Neighborhood Planning with the East Town Central Neighborhood. The Planning Commission volunteered to help the subcommittee put up advertisements for the meeting. The meeting will be an open house format like VDOT holds to allow citizens to come in and contribute their ideas. There will be an open house at the Park Street Methodist Church on November 20 from 3-7pm. Commissioner Collins asked that other Planning Commissioners consider joining the Comprehensive Plan Subcommittee.

Commissioner Powers noted the next Development Committee meeting will be October 29, 2014 at 8:30am. The meeting will go over what was learned at the Aging in Place workshop

Ms. Hair noted that some of the Planning Commissioners and staff will be attending the Aging in Place workshop at The Event Centre on October 22, 2014. The housing workshop will be put on by the Planning District Commission.

Commissioner Huppert noted that he and Commissioner Carter are on the Cemetery Committee. The Town Council meeting on November 18, 2014 will have a presentation of the Cemetery Master Plan. Commissioner Huppert believes this time next year the cemetery will be able to handle more of the deaths.

Commissioner Dorset will be stepping down at the end of the month for personal reasons. She thanked the Planning Commission. The Planning Commissioners thanked her for her service.

There being no more business, Chairperson Moore adjourned the meeting at 8:57 p.m.

Craig Moore, Chairperson

Nichole Hair, Secretary Non-Voting

Resolution of the Town of Christiansburg Planning Commission

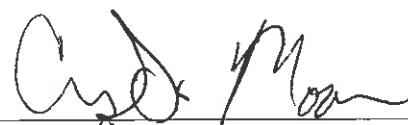
Conditional Use Permit Application

WHEREAS the Christiansburg Planning Commission, acting upon a request by the Christiansburg Town Council to study a Conditional Use Permit request by Radford & Radford Properties for a single family residence at 150 Arrowhead Trail (tax parcel 528 – ((A)) – 12A) in the B-3 General Business District, has found following a duly advertised Public Hearing that the public necessity, convenience, general welfare and good zoning practices (permit / do not permit) the issuance of a Conditional Use Permit (CUP) to Radford & Radford Properties for a single family residence at 150 Arrowhead Trail (tax parcel 528 – ((A)) – 12A) in the B-3 General Business District.

THEREFORE be it resolved that the Christiansburg Planning Commission (recommends / ~~does not recommend~~) that the Christiansburg Town Council approve the issuance of the Conditional Use Permit with the following conditions:

1. The property shall be restricted to single family use only.
2. This permit shall be revocable for violations to the Christiansburg Town Code, including but not limited to Chapter 8 "Animals" and Chapter 24 "Nuisances".
3. This permit shall be valid for Radford & Radford Properties, the present applicant only and is non-transferrable.

Dated this the 29th day of September 2014.



Craig Moore, Chairperson
Christiansburg Planning Commission

The above Resolution was adopted on motion by Hedrick seconded by Franusich at a meeting of the Planning Commission following the posting of a public hearing notice upon the property and a duly advertised Public Hearing on the above request on September 15, 2014. Upon a call for an aye and nay vote on the foregoing resolution, the Commission members present throughout all deliberations on the foregoing and voting or abstaining, stood as indicated opposite their names as follows:

<u>MEMBERS</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Matthew J. Beasley				X
Ann H. Carter				X
Harry Collins	X			
M. H. Dorsett, AICP				X
David Franusich	X			
Jonathan Hedrick		X		
Steve Huppert		X		
Craig Moore, Chairperson	X	X		
Joe Powers, Vice-Chairperson	X			
Jennifer D. Sowers	X			

Craig Moore
Craig Moore, Chairperson

Nichole Hair
Nichole Hair, Secretary Non-voting

Resolution of the Town of Christiansburg Planning Commission

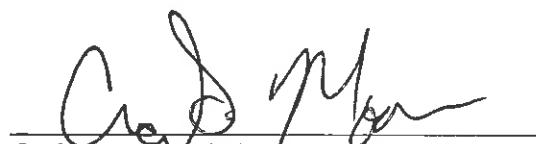
Conditional Use Permit Application

WHEREAS the Christiansburg Planning Commission, acting upon a request by the Christiansburg Town Council to study a Conditional Use Permit request by Tanner Blankenship (agent for the property owner Charles Hank) for a single family residence at 201 Roanoke Street (tax parcel 527 – ((A)) – 11) in the B-3 General Business District, has found following a duly advertised Public Hearing that the public necessity, convenience, general welfare and good zoning practices (permit / ~~do not permit~~) the issuance of a Conditional Use Permit (CUP) to Tanner Blankenship (agent for the property owner Charles Hank) for a single family residence at 201 Roanoke Street (tax parcel 527 – ((A)) – 11) in the B-3 General Business District.

THEREFORE be it resolved that the Christiansburg Planning Commission (~~recommends / does not recommend~~) that the Christiansburg Town Council approve the issuance of the Conditional Use Permit with the following conditions:

1. This permit shall be revocable for violations to the Christiansburg Town Code, including but not limited to Chapter 8 "Animals".
2. The property shall be restricted to three residential units.
3. This permit shall be valid for Tanner Blankenship, the present applicant only and is non-transferrable.
4. The building shall be in conformance with state and local Building and Fire Regulations to the satisfaction of the Christiansburg Building Official and Fire Marshall.
5. The permit will be reviewed by the Planning Commission in two years.

Dated this the 29th day of September 2014.

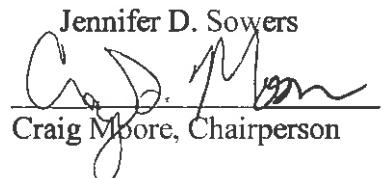


Craig Moore, Chairperson
Christiansburg Planning Commission

The above Resolution was adopted on motion by Power seconded by Herrick at a meeting of the Planning Commission following the posting of a public hearing notice upon the property and a duly advertised Public Hearing on the above request on September 15, 2014. Upon a call for an aye and nay vote on the foregoing resolution, the Commission members present throughout all deliberations on the foregoing and voting or abstaining, stood as indicated opposite their names as follows:

<u>MEMBERS</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Matthew J. Beasley				
Ann H. Carter				
Harry Collins				
M. H. Dorsett, AICP				
David Franusich				

Jonathan Hedrick
Steve Huppert
Craig Moore, Chairperson
Joe Powers, Vice-Chairperson
Jennifer D. Sowers


Craig Moore, Chairperson



Nichole Hair, Secretary Non-voting

Resolution of the Town of Christiansburg Planning Commission

Rezoning Request

WHEREAS the Christiansburg Planning Commission, acting upon a rezoning request by Radford & Radford Properties, LLC for property located at 325 Falling Branch Road (tax parcel 529 – ((A)) – 25C) from R-2 Two-Family Residential to B-3 General Business with proffers has found following a duly advertised Public Hearing that the public necessity, convenience, general welfare and good zoning practices (permit / do not permit) changing the zoning of the property.

THEREFORE be it resolved that the Christiansburg Planning Commission (recommends / does not recommend) that the Christiansburg Town Council rezone property located at 325 Falling Branch Road (tax parcel 529 – ((A)) – 25C) from R-2 Two-Family Residential to B-3 General Business with proffers.

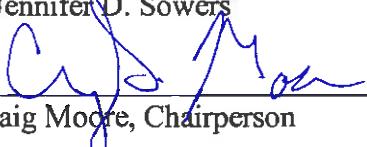
Dated this 20th day of October 2014.



Craig Moore, Chairperson
Christiansburg Planning Commission

The above Resolution was adopted on motion by Powers seconded by Franusich at a meeting of the Planning Commission following the posting of a public hearing notice upon the property and a duly advertised public hearing on the above request on September 29, 2014. Upon a call for an aye and nay vote on the foregoing resolution, the Commission members throughout all deliberations on the foregoing and voting or abstaining, stood as indicated opposite their names as follows:

<u>MEMBERS</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Matthew J. Beasley			X	
Ann H. Carter			X	
Harry Collins	X			
M. H. Dorsett, AICP	X			
David Franusich	X			
Jonathan Hedrick		X		
Steve Huppert	X			
Craig Moore, Chairperson	X			
Joe Powers, Vice-Chairperson	X			X
Jennifer D. Sowers				X



Craig Moore, Chairperson



Nichole Hair
Nichole Hair, Secretary Non-voting

Resolution of the Town of Christiansburg Planning Commission

Rezoning Request

WHEREAS the Christiansburg Planning Commission, acting upon a rezoning request by Laurence Lane, LLC for property located at 2 Depot Street, N.E. (tax parcel 526 – ((2)) – 60) from I-1 Limited Industrial to B-2 Central Business, has found following a duly advertised Public Hearing that the public necessity, convenience, general welfare and good zoning practices (**permit / do not permit**) changing the zoning of the property.

THEREFORE be it resolved that the Christiansburg Planning Commission (**recommends / does not recommend**) that the Christiansburg Town Council rezone property located at 2 Depot Street, N.E. (tax parcel 526 – ((2)) – 60) from I-1 Limited Industrial to B-2 Central Business.

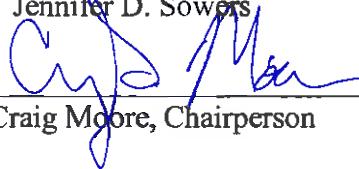
Dated this 20th day of October 2014.



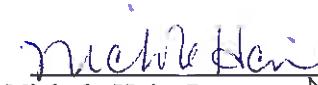
Craig Moore, Chairperson
Christiansburg Planning Commission

The above Resolution was adopted on motion by Carter seconded by Beasley at a meeting of the Planning Commission following the posting of a public hearing notice upon the property and a duly advertised public hearing on the above request on September 29, 2014. Upon a call for an aye and nay vote on the foregoing resolution, the Commission members throughout all deliberations on the foregoing and voting or abstaining, stood as indicated opposite their names as follows:

<u>MEMBERS</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Matthew J. Beasley	X			
Ann H. Carter	X			
Harry Collins	X			
M. H. Dorsett, AICP				X
David Franusich	X			
Jonathan Hedrick	X			
Steve Huppert	X			
Craig Moore, Chairperson	X			
Joe Powers, Vice-Chairperson	X			
Jennifer D. Sowers	X			

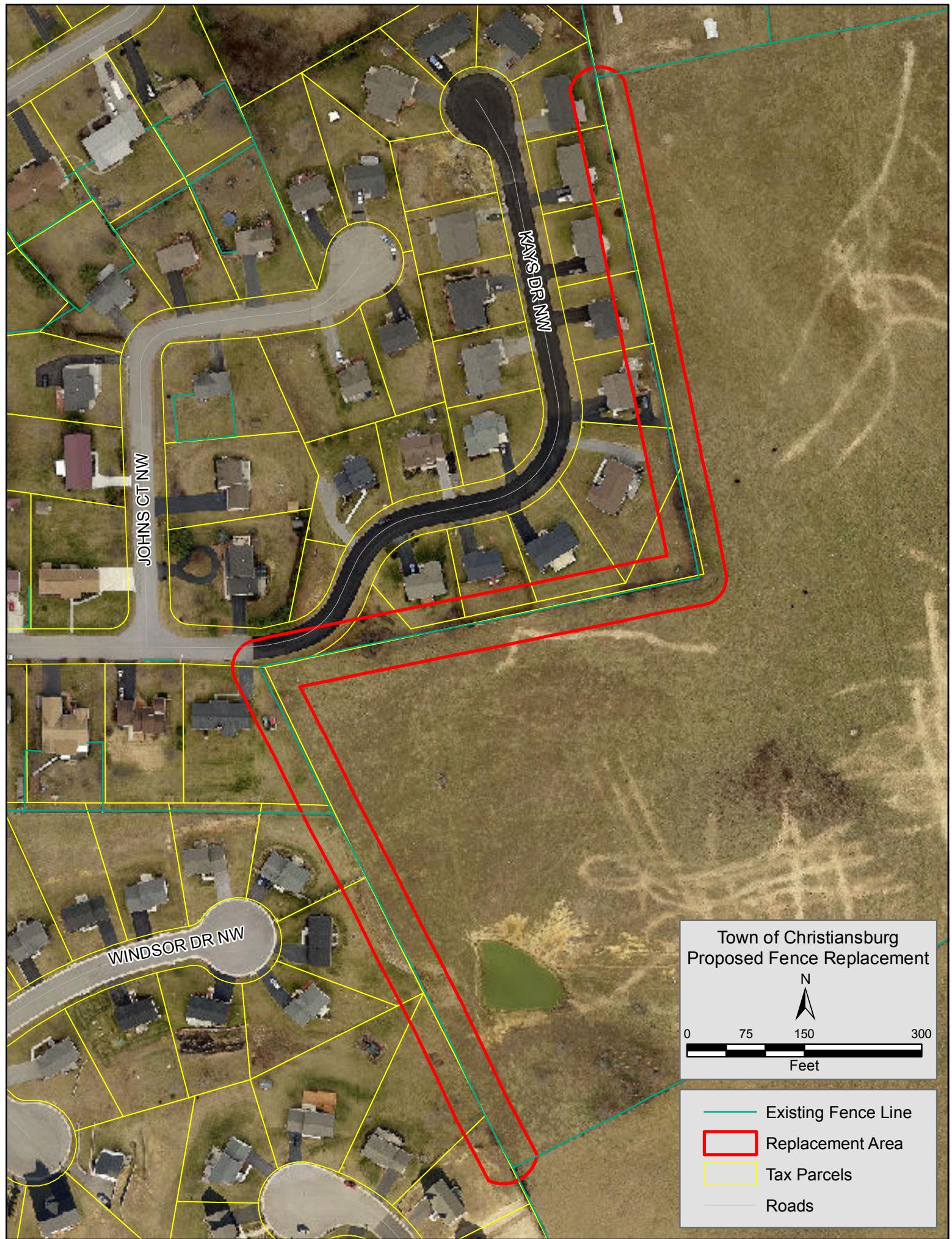


Craig Moore, Chairperson



Nichole Hair, Secretary

Non-voting



**A RESOLUTION SUPPORTING APPLICATION FOR ALLOCATIONS FROM THE
VIRGINIA DEPARTMENT OF TRANSPORTATION FOR REVENUE SHARING PROJECTS,
PRIORITIZATION OF THE PROJECTS, AND AUTHORIZATION FOR THE TOWN MANAGER TO
EXECUTE PROJECT ADMINISTRATION AGREEMENTS FOR THE PROJECTS**

WHEREAS, the Town of Christiansburg desires to submit an application for an allocation of funds of up to \$1,053,500 from the Virginia Department of Transportation Fiscal Year 2015-2016 Revenue Sharing Program; and,

WHEREAS, the Town plans to match this with up to \$1,053,500 to fund the projects described below; and,

NOW, THEREFORE, BE IT RESOLVED that the Council of Town of Christiansburg, Virginia hereby supports this application for an allocation of \$1,053,500 from the Virginia Department of Transportation Revenue Sharing Program and desires prioritization as follows:

Maintenance Project Priority 1

Title: Pavement Maintenance (Overlay)

Total Estimated Project Cost: \$1,000,000

Requested State Matching Funds for Construction: \$500,000

Project Description: Pavement overlay of Town streets meeting the criteria for funding coverage under the Revenue Sharing Program (Town-wide).

Maintenance Project Priority 2

Title: Drainage Improvements

Total Estimated Project Cost: \$154,000

Requested State Matching Funds for Construction: \$77,000

Project Description: Repair/replace deteriorating culverts serving Town streets meeting the criteria for funding coverage under the Revenue Sharing Program (Town-wide).

Construction Project Priority 1

Title: Depot Street, N.W. Sidewalk (maintenance replacement)

Total Estimated Project Cost: \$85,000

Requested State Matching Funds for Construction: \$42,500

Project Description: Replacement of sidewalk from Radford Street to W. Main Street.

Construction Project Priority 2

Title: Tower Road/Glade Drive Guardrail (replacement)

Total Estimated Project Cost: \$12,000

Requested State Matching Funds for Construction: \$6,000

Project Description: Replace guardrail at the intersection of Tower Road and Glade Drive.

Construction Project Priority 3

Title: Roanoke Street/Falling Branch Road Signals/Traffic Services

Total Estimated Project Cost: \$856,000

Requested State Matching Funds for Construction: \$428,000

Project Description: Close two non-standard entrances and create a new signalized intersection at Roanoke Street and Falling Branch Road.

BE IT FURTHER RESOLVED that the Council of Town of Christiansburg, Virginia hereby supports this application for an allocation of \$1,053,500 from the Virginia Department of Transportation Revenue Sharing Program; and

BE IT FURTHER RESOLVED that the Council of Town of Christiansburg hereby grants authority for the Town Manager to execute project administration agreements for any approved revenue sharing projects.

Upon a call for an aye and nay vote on the foregoing resolution on a motion by Councilman _____ seconded by Councilman _____ at a regular meeting of the Council of the Town of Christiansburg, Virginia held November 18, 2014, the members of the Council of the Town of Christiansburg, Virginia present throughout all deliberations on the foregoing and voting or abstaining, stood as indicated opposite their names as follows:

<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
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Mayor D. Michael Barber*

Samuel M. Bishop

Cord Hall

Steve Huppert

Henry Showalter

Bradford J. Stipes

James W. Vanhoozier

*Mayor votes only in the event of a tie vote by Council.

D. Michael Barber, Mayor

A True Copy Test:

Michele M. Stipes, Clerk of Council

**Town of Christiansburg
Procurement Policy**

I. INTRODUCTION:

This policy sets forth the legal authority and responsibility for the purchasing process for the Town of Christiansburg (Town).

II. PURPOSE:

Public purchasing embraces a fundamental obligation to the general public to ensure that procurements are accomplished in accordance with the intent of the laws enacted by the appropriate legislative body. The intent of the Virginia General Assembly is set forth in the Virginia Public Procurement Act (Code of Virginia, § 2.2-4300 et seq.). The Town of Christiansburg intends, through this policy, to ensure the purchase of high quality goods and services at reasonable prices; that all procurement procedures be conducted in a fair and impartial manner with avoidance of any impropriety or appearance of impropriety; that all qualified vendors have access to Town business and that no offeror be arbitrarily or capriciously excluded; that competition be sought to the maximum feasible degree; that procurement procedures involve openness and administrative efficiency; that the rules governing contract award be made clear in advance of the competition; that specifications reflect the needs of the Town rather than being drawn to favor a particular vendor; and that the Town and the vendor freely exchange information considering what is sought to be procured and what is offered; to protect the assets and funds of the Town of Christiansburg; and to maintain above-board relations with all suppliers within the Procurement Laws and Business Ethics as dictated by federal, state, and Town of Christiansburg governments. Therefore the following Policy for purchasing is hereby adopted by the Town of Christiansburg Town Council and shall take effect immediately.

III. GENERAL PROVISIONS:

A. Application.

This Policy applies to all contracts for goods, services, insurance and construction entered into by the Town of Christiansburg. This Policy is established by official action of the Town of Christiansburg. All provisions of this Policy are in conformance with Chapter 43, § 2.2-4300 et seq. of the Virginia Code as amended.

When the procurement involves the expenditure of federal assistance or contract funds, the procurement shall be conducted in accordance with any applicable mandatory federal law and regulation, which is not reflected in this Policy including, but not limited to Title 24 of the Code of Federal Regulations, Part 85.36 [24 CFR 85.36(i)]. See Exhibit A attached hereto.

When this Policy does not specifically address a procurement issue, the issue may be resolved in accordance with the applicable section of the Commonwealth of Virginia's law and current policy, or Title 24 of the Code of Federal Regulations, Part 85.36 [24 CFR 85.36(i)] as may be applicable.

B. Effective Date.

Contracts entered into prior to passage of this Policy shall continue to be governed by the procurement policy and regulations of the Town of Christiansburg and Commonwealth of Virginia, and where applicable Title 24 of the Code of Federal Regulations, Part 85.36 [24 CFR 85.36(i)], in effect at the time those contracts were executed.

C. Severability.

If any provision of this Policy or any application thereof is held invalid, such invalidity shall not affect other provisions or applications of this Policy which can be given effect without the invalid provision or application, and to this end the provisions of this Policy are declared to be severable.

D. Definitions.

1. Brand Name Specification: A specification by manufacturers' names and catalog, model, part, or other referencing numbers.
2. Brand Name or Equivalent Specification: A brand name specification to describe the standard of style, type, character, quality, performance, and other characteristics needed to meet Town of Christiansburg requirements and which provides for the submission of equivalent products.
3. Capital Asset: Land, improvements to land, easements, buildings, building improvements, machinery, equipment, works of art and historical treasures, infrastructure, and all other tangible or intangible assets that are used in operations and that have initial useful lives extending beyond one year and a cost of Five Thousand Dollars (\$5,000) or greater
4. Capital Improvement Projects: Acquisitions or construction of major equipment or facilities with a useful life of more than one year, a cost greater than Five Thousand Dollars (\$5,000), and not considered maintenance.
5. Competitive Negotiation: A method of contractor selection that includes the following elements:
 - a. Issuance of a written Request for Proposal indicating the general terms that which is sought to be procured, specifying the factors that will be used in evaluating the proposal and containing or incorporating by reference the other applicable contractual terms and conditions, including any unique capabilities or qualifications that will be required of the contractor.
 - b. Public Notice as required by the Code of Virginia § 2.2-4302.2.
 - c. Proposal Opening and Evaluation, Negotiation, and Contract Award as required by the Code of Virginia § 2.2-4302.2
6. Confidential Information: Any information which is available to an employee only because of the employee's status as an employee of the Town of Christiansburg and which is not a matter of public knowledge or available to the public on request. Information will be determined as confidential in accordance with the Code of Virginia.
7. Construction. Building, altering, repairing, improving or demolishing any structure,

building, and any draining, dredging, excavation, grading or similar work upon real property.

8. **Goods**: All material, equipment, supplies, printing and automated data processing hardware and software.
9. **Governing Body**: Town of Christiansburg Town Council.
10. **Informality**: A minor defect or variation of a bid or proposal from the exact requirements of the Invitation to Bid, or the Request for Proposal, which does not affect the price, quality, or delivery schedule for the goods, services or construction being procured.
11. **Invitation for Bid**: All documents, whether attached or incorporated by reference, used for solicitation of competitive sealed bids. Also referred to as "IFB".
12. **Nonprofessional Services**: Any services not specifically identified as professional services within this policy or by the Virginia Public Procurement Act, as amended.
13. **Professional Services**: Work performed by an independent contractor within the scope of the practice of accounting, actuarial services, architecture, land surveying, landscape architecture, law, medicine, optometry, pharmacy, dentistry, or professional engineering.
14. **Public Body**: Any legislative, executive or judicial body, agency, office, department, authority, post, commission, committee, institution, board, or political subdivision created by law to exercise some sovereign power or to perform some governmental duty, and empowered by law to undertake the activities described in this policy.
15. **Purchasing Coordinator**: The Town employee designated to perform purchasing functions.
16. **Request for Proposals**: All documents, whether attached or incorporated by reference, utilized for soliciting proposals. Also referred to as "RFP".
17. **Responsible Bidder or Offeror**: A bidder or offeror that has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance, and who has been pre-qualified, if required.
18. **Responsive Bidder**: A bidder that has submitted a bid which conforms in all material respects to the Invitation for Bid.
19. **Services**: Any work performed by an independent contractor which does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.
20. **Supplies, Materials, Equipment and Commodities**: Any goods or articles which will be used by or furnished to any department or other offices of the Town of Christiansburg.
21. **Used Equipment**: Equipment which has been previously owned and used and is offered "as is" "where is". It does not include demonstration; factory rebuilt or remanufactured equipment marketed through normal distribution outlets.
22. **Using Departments**: All departments, offices, boards and commissions of the Town of Christiansburg, including offices supported from funds approved by the Town of Christiansburg.

IV. PURCHASING AUTHORITY:

A. Establishment and Appointment.

All purchasing activities shall be taken under the direction and supervision of the Town Manager or his designee in accordance with the provisions in this policy.

B. Authority

The Town Manager, as authorized by the Town of Christiansburg Town Council, shall have administrative responsibility for all purchasing by the Town of Christiansburg and shall serve as the principal public purchasing official for the Town of Christiansburg. This individual shall be responsible for the procurement of goods, services, insurance and construction in accordance with this policy, and the establishment of regulations providing a foundation for an efficient and compliant procurement system to meet the needs of the Town of Christiansburg.

Delegation.

The Town Manager, as authorized by the Town of Christiansburg Town Council, may delegate purchasing authority, to purchase certain supplies, services, or construction items to other employees, or the purchasing coordinator if such delegation is deemed necessary for the effective procurement of those items.

C. Revisory Authority.

The Town Manager, his designee, or the purchasing coordinator will work with the originating department to revise any purchase specifications.

D. Rules and Regulations.

The Town Manager, or his designee, shall prepare and maintain approved Purchasing Procedures containing detailed rules and regulations, consistent with this policy and the laws of the Commonwealth of Virginia, governing the operation of Town of Christiansburg purchasing activities.

V. COOPERATIVE PROCUREMENT

Conditions for Use.

Pursuant to the authority granted by § 2.2-4304 of the Virginia Code, the Town of Christiansburg may enter into cooperative procurement agreements for the purpose of combining requirements to increase efficiency or reduce administrative expenses in the procurement process.

All cooperative procurement contracts entered into or used by the Town of Christiansburg shall be based on procurement principles contained in this policy.

Except as otherwise prohibited in § 2.2-4304 of the Virginia Code, the Town of Christiansburg may participate in or purchase goods and services through contracts

awarded by other governmental bodies when it is determined that: (i) the cooperative procurement is in the best interest of the Town of Christiansburg; (ii) the cooperative procurement is based on competitive procurement principles, and (iii) the cooperative procurement includes cooperative language within the original solicitation inclusive of addenda.

VI. CONTRACT FORMATION AND METHODS OF SOURCE SELECTION

A. Competitive Sealed Bidding

1. **Conditions for Use**. All contracts with non-governmental contractors for the purchase or lease of goods, or for the purchase of services (other than professional services), insurance, or construction in excess of One Hundred Thousand Dollars (\$100,000) shall be awarded after competitive sealed bidding, or by such other procedures required or authorized by this Policy.
2. **Pre-Qualification of Bidders**. Bidders may be pre-qualified prior to any solicitation of bids, whether for goods, services, insurance or construction. The pre-qualification process shall be consistent with the provisions of § 2.2-4317 of the Virginia Code. The application form used in such process shall set forth the criteria upon which the qualifications of prospective contractors will be evaluated. The application form shall request of prospective contractors only such information as is appropriate for an objective evaluation of all prospective contractors pursuant to such criteria. Such form shall allow the prospective contractor seeking pre-qualification to request, by checking the appropriate box, that all information voluntarily submitted by the contractor be considered a trade secret or proprietary information subject to the requirements of § 2.2-4342 of the Virginia Code. In all instances in which pre-qualification of potential contractors is required for construction projects, advance notice shall be given of the deadline for the submission of pre-qualification applications. The deadline for submission shall be sufficiently in advance of the date set for the submission of bids for such construction so as to allow the procedures set forth in the provisions of § 2.2-4317 of the Virginia Code to be accomplished.
3. **Public Notice of Invitation for Bid (IFB)**. Public notice of the Invitation for Bid shall be posted on the Town website or other website authorized by the Town Manager, his designee, or the purchasing coordinator at least ten (10) days prior to the last day set for the receipt of bids. The posting shall include a general description of the proposed purchase or sale and where solicitation documents may be obtained.

Sealed bids shall also be solicited from prospective suppliers who have requested their names to be added to a "bidders list" which the Town Manager, his designee, or the purchasing coordinator shall maintain. Invitations sent to vendors on the "bidders list" shall be limited to commodities that are similar in character and ordinarily handled by the trade group to which the invitations are sent. Placement on the "bidders list" is no guarantee of solicitation for bids and/or quotes.

4. **Use of Brand Names**. Unless otherwise provided in the Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific

brand name, make or manufacturer, but rather conveys the general style, type, character, and quality of the articles desired, and any article which is determined to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

5. Cancellation, Rejection of Bids and Waiver of Informalities. An Invitation for Bid, a Request for Proposal, any other solicitation, or any and all bids or proposals may be canceled or rejected in whole or in part. The reasons for cancellation shall be made part of the contract file. Informalities may be waived when the determination is made that it is in the best interest of Town of Christiansburg to do so.
6. Bid Opening. All bids must be opened in public according to § 2.2-4342 of the Virginia Code. Date, time, and place of bid openings must be clearly stated in Invitations for Bid.
7. Negotiation with Lowest Responsible Bidder. Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds available funds, negotiation may commence with the apparent low bidder to obtain a contract price within available funds; however, such negotiation may be undertaken only under conditions and procedures described in writing prior to issuance of the Invitation for Bid and summarized therein.
8. Withdrawal of Bid Due to Error.
 - a. A bidder for a construction contract may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

The following procedure for bid withdrawal must be stated in the Invitation for Bids: The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. The work papers, documents and materials may be considered trade secrets or proprietary information subject to the conditions of subsection F of § 2.2-4342 of the Virginia Code. The mistake shall be proved only from the original work papers, documents and materials delivered as required herein.

- b. Procedures for the withdrawal of bids for other than construction contracts may be established.

- c. No bid may be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent (5%).
- d. If a bid is withdrawn under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.
- e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- f. The Town of Christiansburg shall notify the bidder in writing within five business days of its decision regarding the bidder's request to withdraw its bid. If withdrawal of a bid is denied under the provisions of this section, the bidder shall be notified in writing stating the reasons for the decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the Town of Christiansburg shall return all work papers and copies thereof that have been submitted by the bidder.

9. Bid Award. Bids shall be awarded to the lowest responsive and responsible bidder. When the terms and conditions of the invitation for Bid provide that multiple awards may be made, awards may be made to more than one bidder.

Unless canceled or rejected in accordance with Section VI (A.5) of this policy, a responsive bid from the lowest responsible bidder shall be accepted as submitted except as provided in Section VI (A.7) of this policy.

When the award is not given to the lowest bidder, a full and complete statement of the reasons for placing the order elsewhere shall be prepared and filed with the other papers relating to the transaction.

10. Tie Bids.

- a. In the case of a tie bid, preference shall be given to goods, services and construction produced in the Town of Christiansburg or provided by persons, firms or corporations having principal places of business in the Town of Christiansburg, if such a choice is available.
- b. Except as provided in subsection (a.) in the case of a tie bid, preference shall be given to goods, services and construction produced in Virginia or provided by Virginia persons, firms or corporations having principal places of business in the Commonwealth of Virginia, if such a choice is available.
- c. Whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that

state preference, a like preference may be allowed to the lowest responsible bidder who is a resident of Virginia.

- d. In the event that none of the foregoing provisions of this section resolve the tie, the tie is decided by lot according to the provisions of § 2.2-4324 of the Code of Virginia. Procedures for deciding by lot may be established.

11. Authority to Transact Business in Virginia.

- a. If required by law, any awarded bidder or offeror shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Title 13.1 or Title 50 of the Virginia Code, during the term of the contract or any contract renewal. The contractor as awarded shall not allow registration to lapse at or its certificate of authority or registration to transact business in the Commonwealth of Virginia to be revoked or cancelled at any time during the term(s) of the contract. If the awarded contractor fails to remain in compliance with the provisions of this section, the contract may be voided at the sole discretion of the Town of Christiansburg.
- b. If required by Town of Christiansburg Code, any awarded bidder or offeror shall maintain a valid Town of Christiansburg Business License, or other business license accepted by the Town of Christiansburg per Town of Christiansburg and Virginia Codes, during the term of the contract or any contract renewal. The contractor as awarded shall not allow its business license to lapse, to be revoked or cancelled at any time during the term(s) of the contract. If the awarded contractor fails to remain in compliance with the provisions of this section, the contract may be voided at the sole discretion of the Town of Christiansburg.

12. Contract Pricing Arrangement. Except in case of emergency affecting the public health, safety or welfare, no contract shall be awarded on the basis of cost plus a percentage of cost. A policy or contract of insurance or prepaid coverage having a premium computed on the basis of claims paid or incurred, plus the insurance carrier's administrative costs and retention stated in whole or part as a percentage of such claims, shall not be prohibited by this section. Architect/engineer and similar contracts which are based on a percentage of construction cost shall not be prohibited by this section, providing the construction contract is not awarded by or to that architect/engineer or similar contracts.

13. Multi-Term Contracts.

- a. Specified Period. Unless otherwise provided by law, a contract for goods, services or insurance may be entered into for any period of time deemed to be in the best interest of the Town of Christiansburg provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting.

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor.

- b. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled.

14. Modification of the Contract.

- a. In accordance with § 2.2-4309 of the Code of Virginia, a contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the contract or \$50,000, whichever is greater, without the advance written approval of the Town of Christiansburg Town Council. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.
- b. Nothing in this section shall prevent the Town of Christiansburg from placing greater restrictions on contract modifications.

15. Retainage on Construction Contracts.

- a. In accordance with § 2.2-4333 of the Code of Virginia, in any contract for construction which provides for progress payments in installments based upon an estimated percentage of completion, the contractor shall be paid at least ninety-five percent (95%) of the earned sum when payment is due, with not more than five (5%) being retained to assure faithful performance of the contract. All amounts withheld may be included in the final payment.
- b. Any subcontract for a public project which provides for similar progress payments shall be subject to the same limitations.
- c. Nothing in this section shall preclude the establishment of retention for contracts other than construction.

16. Bid Bonds on Construction Contracts. Except in cases of emergency, all bids or proposals for construction contracts in excess of One Hundred Thousand Dollars (\$100,000) shall be accompanied by a bid bond from a surety company selected by the bidder which is legally authorized to do business in Virginia, as a guarantee that if the contract is awarded to such bidder, that bidder will enter into the contract for the work mentioned in the bid. The amount of the bid bond shall not exceed five percent (5%) of the amount bid. Nothing in this section shall preclude a requirement of bid bonds to accompany bids or proposals for construction contracts anticipated to be less than One Hundred Thousand Dollars (\$100,000).

No forfeiture under a bid bond shall exceed the lesser of (i) the difference between the bids for which the bond was written and the next low bid, or (ii) the face amount

of the bid bond.

17. Performance and Payment Bonds for Construction Contracts.

- a. Upon the award of any construction contract exceeding One Hundred Thousand Dollars (\$100,000) awarded to any prime contractor or as otherwise required in § 2.2-4337 of the Virginia Code, such contractor shall furnish to the Town of Christiansburg the following bonds:
 - 1) A performance bond in the sum of the contract amount conditioned upon the faithful performance of the contract in strict conformity with the plans, specifications and conditions of the contract.
 - 2) A payment bond in the sum of the contract amount. Such bond shall be for the protection of claimants who have and fulfill contracts to supply labor or materials to the prime contractor to whom the contract was awarded, or to any subcontractors, in the performance of the work provided for in such contract, and shall be conditioned upon the prompt payment for all such material furnished or labor supplied or performed in the performance of the work. "Labor or materials" shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.
- b. Each of such bonds shall be executed by one or more surety companies selected by the contractor which are legally authorized to do business in Virginia.
- c. Bonds shall be made payable to the Town of Christiansburg as appropriate.
- d. Each of the bonds shall be filed in the contract file.
- e. Nothing in this section shall preclude the Town of Christiansburg from requiring payment or performance bonds for construction contracts below One Hundred Thousand Dollars (\$100,000).
- f. Nothing in this section shall preclude such contractor from requiring each subcontractor to furnish a payment bond with surety thereon in the sum of the full amount of the contract with such subcontractor conditioned upon the payment to all persons who have and fulfill contracts which are directly with the subcontractor for performing labor and furnishing materials in the performance of the work provided for in the subcontract.

18. Action on Performance Bonds. In accordance with § 2.2-4340 of the Code of Virginia, no action against the surety on a performance bond shall be brought unless brought within one year after (i) completion of the contract, including the expiration of all warranties and guarantees, or (ii) discovery of the defect or breach of warranty, that give rise to the action.

19. Action on Payment Bonds.

- a. Any claimant who has a direct contractual relationship with the contractor and who has performed labor or furnished material in accordance with the contract documents in the performance of work provided in any contract for which a payment bond has been given, and who has not been paid in full before the expiration of ninety (90) days after the day on which such claimant performed the last of the labor or furnished the last of the materials for which he claims payment, may bring an action on the payment bond to recover any amount due him for the labor or material, and may prosecute such action to final judgment and have execution on the judgment. The obligee named in the bond need not be named a party to such action.
- b. Any claimant who has a direct contractual relationship with any subcontractor but who has no contractual relationship, express or implied, with the contractor, may bring an action on the contractor's payment bond only if he has given written notice to the contractor within 90 days from the day on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished.

Notice to the contractor shall be served by registered or certified mail, postage prepaid, in an envelope addressed to such contractor at any place where his office is regularly maintained for the transaction of business. Claims for sums withheld as retainage with respect to labor performed or materials furnished, shall not be subject to the time limitations stated in this subsection.

- c. Any action on a payment bond must be brought within one year after the day on which the person bringing such action last performed labor or last furnished or supplied materials.
- d. Any waiver of the right to sue on the payment bond required by this section shall be void unless it is in writing, signed by the person whose right is waived, and executed after such person has performed labor or furnished material in accordance with the contract documents.

20. Alternative Forms of Security.

- a. In accordance with § 2.2-4338 of the Virginia Code, in lieu of a bid, payment, or performance bond, a bidder may furnish a certified check or cash escrow in the face amount required for the bond.
- b. If approved by the Town of Christiansburg Attorney, a bidder may furnish a personal bond, property bond, or bank or savings institution's letter of credit on certain designated funds in the face amount required for the bid, payment or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords protection to the Town of Christiansburg equivalent to a corporate surety's bond.

21. Bonds for Other than Construction Contracts. At the discretion of the Town of Christiansburg bidders may be required to submit with their bid, a bid bond in an amount previously determined and specified in the Invitation to Bid, as a guarantee that if the contract is awarded to such bidder, that the bidder will enter into the contract for the work mentioned in the bid. Additionally, the Town of Christiansburg may require bid, payment, or performance bonds for contracts for goods or services if provided in the Invitation for Bid or Request for Proposal.
22. Insurance. Vendors providing services will be required to carry adequate insurance to protect the Town of Christiansburg from loss in case of accident, fire, theft, etc. throughout the term of the service contract. Proof of adequate insurance shall be furnished prior to acceptance of an award. The specific insurance requirements will be defined by Risk Management and will be included in the Request for Proposal or Invitation for Bid.
23. Construction Contract Terms. All construction contracts shall use standard American Institute of Architects (AIA) or Engineers Joint Contract Documents Committee (EJCDC) contract language and contract terms and conditions as may be modified to include appropriate provisions of Virginia Code and/or federal regulations including, but not limited to, Title 24 of the Code of Federal Regulations, Part 85.36 [24 CFR 85.36(i)] as approved by the Town Manager or his designee.

B. Competitive Negotiation.

1. Competitive Negotiation for Goods or Services Other Than Professional Services.
 - a. Conditions for Use.
 - 1) Upon a determination made in advance and set forth in writing that competitive sealed bidding is either not practicable or not fiscally advantageous to the public; goods, services, or insurance may be procured by competitive negotiation. The writing shall document the basis for this determination.
 - 2) Construction may be procured only by competitive sealed bidding, except that competitive negotiation may be used in the following instances upon a determination made in advance and set forth in writing that competitive sealed bidding is either not practicable or not fiscally advantageous to the public, which writing shall document the basis for this determination:
 - a) through a fixed price or not-to-exceed price design-build or construction management basis in accordance with § 2.2-4308 of the Virginia Code; or
 - b) for the construction of highways and any draining, dredging, excavation, grading or similar work upon real property.
 - b. Request for Proposal. The Town Manager, his designee or the purchasing coordinator, shall issue a written Request for Proposal indicating in general terms that which is sought to be procured, specifying the factors which will be

used in evaluating the proposal and containing or incorporating by reference the other applicable contractual terms and conditions, including any unique capabilities or qualifications which will be required of the contractor. The purchasing coordinator may assist the Using Department to select members of an evaluation committee tasked with the evaluation of proposals.

- c. **Public Notice.** Public notice of the Request for Proposal shall be given at least ten days prior to the date set for receipt of proposals by publication in a newspaper with general circulation in the Town and posted on the Town website or other website. In addition, proposals may be solicited directly from potential contractors.
- d. **Receipt of Proposals.** Proposals shall not be made public and shall be handled so as to not permit disclosure of the contents of any proposal to competing offerors or the general public during the process of negotiation. At the time fixed for receipt of proposal responses, the Town Manager, his designee or the purchasing coordinator, will read, and make available to the public on request, only the names of the offerors.
- e. **Selection and Award.** Selection shall be made of 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, including price if so stated in the request for proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the evaluation committee shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Contracts shall be awarded to multiple offerors if so stated in the original Request for Proposals. Should the evaluation committee 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.

2. **Competitive Negotiation for Professional Services.**

- a. **Conditions for Use.** Contracts for professional services, as defined in Section III (D.12) of this Policy, where the aggregate cost is expected to exceed Sixty Thousand Dollars (\$60,000), shall be entered into in the following manner.
- b. **Request for Proposals.** The Town Manager, his designee, or the purchasing coordinator shall issue a written Request for Proposal indicating in general terms that which is sought to be procured, specifying the factors which will be used in evaluating the proposal and containing or incorporating by reference the other applicable contractual terms and conditions, including any unique capabilities or qualifications which will be required of the contractor. Professional Services Request for Proposals shall not, however, request that offerors furnish estimates of man-hours or cost for services.

- c. Public Notice. Public Notice of the Request for Proposal shall be given at least ten days prior to the date set for receipt of proposals by publication in a newspaper of general circulation in the Town and posted on the Town website or other website authorized by the Town Manager, his designee, or the purchasing coordinator. In addition, proposals may be solicited directly from potential contractors.
- d. Selection and Award. The Town of Christiansburg shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial response and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. In addition, offerors shall be informed of any ranking criteria that will be used in the review of the professional competence of the offeror. At the discussion stage, the Town of Christiansburg may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, non-binding estimates of prices for services.

Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of the discussions, and upon the basis of evaluation factors published in the request for proposal and all information developed in the selection process, the Town of Christiansburg shall select, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed the most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the Town of Christiansburg can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the Town of Christiansburg determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

- e. Request for Proposals, Open-End Architectural/Engineering. As permitted in Subdivision B of § 2.2-4302.2 of the Virginia Code, contracts entered into for this professional service for use as-required on multiple projects shall follow the guidelines set forth in this section with the following exceptions:

Award. Contracts shall be awarded to multiple offerors if so stated in the original Request for Proposals, to facilitate use on multiple projects.

Single, Contract Term Project and Contract Renewal Limits. No single project shall exceed \$100,000 under contracts awarded within Open-End A/E contracts, and the sum of all projects during the contract term shall not exceed \$500,000. Contracts awarded within Open-End A/E Professional Services shall not exceed one year plus four one-year renewals.

Town Council adopted procedures for Awarding Multiple Contracts to Multiple Offerors Under Term Services Contracts on January 7, 2014. Those procedures are attached herein as Exhibit B. Nothing in this section shall preclude requiring more stringent procedures for Awarding Multiple Contracts to Multiple Offerors Under Term Services Contracts.

C. Sole Source Procurement.

A contract may be awarded without competition when it is determined in writing, after conducting a good faith review of available sources, that there is only one source practicably available for the required good, service, insurance or construction item. Negotiations shall be conducted, as appropriate, to obtain the best price, delivery, and terms. A written notice shall be issued stating that only one source was determined to be practicably available, identify that which is being procured, the contractor selected and the date on which the contract will be awarded. For purchases exceeding Thirty Thousand Dollars (\$30,000), a notice of sole source shall be posted on the Town Website or other website approved by the Town Manager or his designee, or the purchasing coordinator on the day of award or the decision to award is announced, whichever occurs first. Purchases of used equipment over Thirty Thousand Dollars (\$30,000) where only one (1) source is practicably available shall be treated as a sole source purchase.

D. Emergency Purchases.

An emergency may arise in order to protect personal safety, life or property, i.e., an occurrence of a serious, urgent and threatening nature that demands immediate action to avoid termination of essential services or a dangerous condition. In such cases, a Purchase Order or contract may be awarded by the Town without competitive bidding or competitive negotiation; however, such procurement shall be made with as much competition as is practicable under the circumstances. A written determination and justification must be made establishing the basis for the emergency and for the selection of the particular contractor/vendor. The written determination shall become part of the procurement file. For purchases with a total cost in excess of Thirty Thousand Dollars (\$30,000) a written notice, stating that the contract is being awarded, or has been awarded on an emergency basis shall be publicly posted on the Town website or other website approved by the Town Manager, or his designee, for ten (10) calendar days, beginning on the day of the award or the decision to award is announced, whichever occurs first, or as soon thereafter as is practicable.

Notwithstanding the foregoing, if an emergency occurs at times other than regular business hours, the concerned department may purchase directly the required goods or contractual services. The department making the purchase shall, however, whenever practicable, secure competitive telephone or written bids/quotes and order delivery to be made by the lowest responsible bidder. The department making the purchase shall also keep a tabulation of all quotes/bids received, if any, a copy of the delivery record and a written explanation of the circumstances of the emergency. The department shall notify the Town Manager, his designee, or the purchasing coordinator even if after the fact, of any emergency purchases made over Ten Thousand Dollars (\$10,000). In the

event of any emergency which utilizes the Town of Christiansburg Emergency Operation Plan, documentation shall follow the guidelines of the most recent edition of that plan.

E. Small Purchases.

Purchases where the estimated total cost of the materials, equipment, supplies, shipping, insurance, construction, or non-professional service are not expected to exceed One Hundred Thousand Dollars (\$100,000) may be awarded in accordance with procedures delineated in the most recently approved Town Purchasing Procedures.

Small purchase procedures shall include but are not limited to the following provisions:

1. Purchases from nongovernmental sources where the estimated total cost of the goods or services are \$30,000 or greater but less than \$100,000 may be made after soliciting a minimum of four (4) written quotations.
2. Purchases from nongovernmental sources where the estimated total cost of the goods or services is \$5,000 or greater but less than \$30,000 may be made after soliciting a minimum of three (3) written or documented verbal/telephone quotations. Written quotes are preferable.
3. Purchases where the estimated total cost of the goods or services is less than \$5,000 may be made upon receipt of one quote that is shown to be a fair and reasonable price. An effort shall be made to solicit more than one quotation when practical.
4. Purchase of used equipment, defined as equipment which has been previously owned and used where the estimated total cost is \$5,000 or greater but less than \$30,000 may be made after soliciting a minimum of two (2) written quotations; award shall be based on the offer deemed to be in the best interest of the Town of Christiansburg. A written determination must be provided and kept in the procurement file if only one source is practicably available and the Town must negotiate a fair and reasonable price. Prior to the award of a contract for used equipment, a person technically knowledgeable of the type of equipment sought shall document the condition of the equipment stating that this purchase would be in the best interest of the Town of Christiansburg as part of the purchase documentation; price reasonableness shall be considered in determining award.
5. Procedures may be established for the use of unsealed Requests for Proposals for goods and non-professional services when the estimated total cost of the goods or services is less than \$100,000.
6. Nothing in this section shall preclude requiring more stringent procedures for purchases made under the small purchase method.

F. Use of Small Purchase or Specialized Credit Cards.

Small purchase or specialized credit cards may be utilized for the purchases indicated in the credit card procedures. Credit card procedures/regulations outlining the specific, complete details for use of the purchase card must be reviewed and approved by the

Director of Finance, and the Town Manager and his designee, prior to implementation and adoption. Misuse of any credit card program is subject to the same action stated in Section VI (J) and X (L) of this Policy, in addition to any legal remedies outlined in the specific card procedures/regulations.

G. Exemptions and Exceptions.

In accordance with §§ 2.2-4344 and 2.2-4346, Virginia Code, purchases exempted from competitive procurement shall include the following: purchases of goods or services produced or performed by persons, or in schools or workshops, under the supervision of the Virginia Department for the Blind and Vision Impaired, or employment services organizations that offer transitional or supported employment services serving individuals with disabilities, legal services, provided that pertinent provisions of Chapter 5 (§ 2.2-500 et seq.) of Title 2.2 of the Virginia Code remain applicable and expert witnesses and other services associated with litigation or regulatory proceedings, and certain essential election materials and services in accordance with Article 1 (§2.2-4300 et seq.), Article 2 (§2.2-4303, et seq.) and Article 5 (§2.2-4357, et seq) of Title 2.2 of the Virginia Code.

The Town of Christiansburg may enter into contracts without competitive sealed bidding or competitive negotiation for insurance if purchased through an association of which the Town of Christiansburg is a member, if the association was formed and is maintained for the purpose of promoting the interest and welfare of and developing close relationships with similar public bodies, provided such association has procured the insurance by use of competitive principles and provided that a determination is made in advance after reasonable notice to the public and set forth in writing that competitive sealed bidding and competitive negotiation are not fiscally advantageous to the public. The writing shall document the basis for this determination.

Exceptions to Competitive Procurement Requirements.

Competition normally is either not practicable or available for purchase of the goods or services listed below. Therefore, when a department's estimated cost of goods or services is estimated to be \$50,000 or less for the entire duration of the requirements, purchases may be made upon receipt of a minimum of one written quotation. This section is in accordance with §2.2-4303 of the Virginia Code.

1. **Athletic Fees:** Fees associated with participation in athletic tournaments and events including registration and game guarantees for all athletic events.
2. **Athletic Officials/Referee:** Umpires, referees, and other sports officials to officiate competitive athletic and sporting events sponsored by the Town of Christiansburg. The services include observing the play, detecting infractions of rules, and imposing penalties established by the rules and regulations of the various sports.
3. **Books, printed materials, reprints and subscriptions:** Books, printed materials, reprints, and subscriptions (e.g., print or electronic), pre-recorded audio and video

material (in any media), when only available from the publisher/producer.

4. Copyright/Royalty Fees: Purchase of the exclusive legal right to reproduce, publish, sell, or distribute the matter and form of something (as a literary, musical, or artistic work, ASCAP).
5. Dues and Professional Licenses: Professional organization membership dues and fees to maintain professional licenses.
6. Honoraria/Entertainment: Payment for a service (e.g., making a speech) such as authors, speakers, lecturers, musicians, performing artists.
7. License Agreements: License agreements with the owner of the source code for existing software and/or manufacturer of sophisticated scientific equipment.
8. Media Purchases: Advertisements and legal notices such as in newspapers, magazines, journals, radio, television, etc.
9. Other Agencies: purchases from the federal government, other states and their agencies or institutions, and public bodies. Care must be exercised to verify pricing as fair and reasonable.

10. Training:

- a. Training provided by professional organization: Classes, workshops, or conferences provided by a professional organization rather than a training vendor or individual. This exemption is limited to organizations that are associated with professional accreditation or certification.
- b. Specialized training: Training that is specialized, proprietary, and not typically available to the general public for which competition is generally unavailable. Specialized technical training provided by a vendor for their equipment is included in this category.

H. Collusion among Bidders.

More than one bid from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bids may be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future bids for the same work. Each bidder, as a condition of submitting a bid, shall certify that he is not a party to any collusive action as herein defined.

I. Contract Award Approval.

No contract shall be entered into without the approval of the Town Manager. Any Purchase Order over \$10,000 must be approved by the Town Manager. The Purchasing Coordinator may sign any Purchase Order less than \$10,000 if the expenditure has been approved by requisition by the Department Director or the Town Manager or, his designee.

J. Unauthorized Purchases.

1. Any Town of Christiansburg officer or employee making or approving a purchase contrary to the provision of this Policy or the Purchasing Procedures/Regulations shall be subject to disciplinary action, up to and including termination, as determined by the Town Manager, or his designee.

K. Competitive Bidding or Competitive Negotiation on State-Aid Projects.

No contract for the construction of any building or for an addition to or improvement of an existing building by the Town of Christiansburg for which state funds of not more than \$50,000 in the aggregate or for the sum of all phases of a contract or project, either by appropriation, grant-in-aid or loan, are used or are to be used for all or part of the cost of construction shall be let except after competitive sealed bidding or after competitive negotiation as provided under Section VI (A and B). The procedure for the advertising for bids or for proposals and for letting of the contract shall conform, mutatis mutandis, to the Virginia Public Procurement Act, (§ 2.2-4300 et seq.).

L. Public Access to Procurement Information.

Except as provided herein, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (§ 2.2-3700 et seq.). Cost estimates relating to a proposed transaction prepared by or for the Town of Christiansburg shall not be open to public inspection.

Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the Town of Christiansburg decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract.

Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award, except in the event the Town of Christiansburg decides not to accept any of the proposals or decides to reopen the contract. Subject to the provisions of this section, proposal records shall be open to public inspection after award of the contract.

Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

Pursuant to § 2.2-4317 of the Virginia Code, trade secrets or proprietary information

submitted by a bidder, offeror or contractor in connection with a procurement transaction or pre-qualification application shall not be subject to public disclosure under the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); however, the bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

M. Employment Discrimination by Contractor Prohibited.

Every contract of over \$10,000.00 shall include the provisions contained in subsections (1) and (2) below:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state or federal law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an Equal Opportunity Employer.
 - 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.
2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

VII. DEBARMENT:

A. Authority to Debar or Suspend.

After ten days written notice as provided for in VII (B) to the person involved and with no legal action taken by that person per VIII (H) of this Policy, a person may be debarred for cause from consideration for award of contracts. The debarment shall be and remain effective for a period commensurate with the seriousness of the cause as determined. A person may be suspended from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity which might lead to debarment. The suspension shall not be for a period exceeding six (6) months. When debarment or suspension occurs, such debarment or suspension shall be considered to be just cause for cancellation of any existing contracts held by the person

or business debarred or suspended.

The causes for debarment or suspension shall include:

1. Conviction for commission of a criminal offense relating to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
2. Conviction under state or federal statutes for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;
3. Conviction under state or federal antitrust statutes rising out of the submission of bids or proposals;
4. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract;
5. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;
6. Any other cause determined to be so serious and compelling as to affect responsibility as a Town of Christiansburg contractor, including debarment or suspension by another governmental entity for any cause in this Policy; and for violation of the ethical standards set forth in this Policy.

B. Decision to Debar or Suspend.

A written decision to debar or suspend shall be issued. The decision shall state the reasons for the action taken and inform the debarred or suspended person involved of his/her rights concerning judicial review.

C. Notice of Decision.

A copy of the decision required by VII (B) shall be final and conclusive unless legal action is taken by the debarred or suspended person as provided for in VIII (H) of this Policy.

VIII. APPEALS AND REMEDIES FOR BID PROTESTS:

A. Ineligibility of Bidder, Offeror or Contractor.

As provided for in § 2.2-4357 of the Virginia Code any bidder, offeror or contractor refused permission to participate, or disqualified from participating, in contracts shall be notified in writing. Such notice shall state the reasons for the action taken. This decision shall be final unless the bidder, offeror or contractor appeals within thirty days

of receipt by instituting legal action as provided in VIII (H) of this Policy.

If, upon appeal, it is determined that the action taken was arbitrary or capricious, or not in accordance with the Constitution of Virginia, applicable state law or regulations, the sole relief shall be restoration of eligibility.

B. Appeal of Denial of Withdrawal of Bid.

A decision denying withdrawal of bid under the provisions of Section VI (A.8) of this Policy shall be final and conclusive unless the bidder appeals the decision within ten days after receipt of the decision by instituting legal action as provided in Section VIII (H.2) of this Policy.

If no bid bond was posted, a bidder refused withdrawal of a bid under the provisions of Section VI (A.8) of this Policy, prior to appealing, shall deliver to the Town Manager, his his designee, or the purchasing coordinator a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next lowest bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.

If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious or not in accordance with the Constitution of Virginia, applicable state law or regulation, the sole relief shall be withdrawal of the bid.

C. Determination of Non-Responsibility.

As provided for in § 2.2-4359 of the Virginia Code any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular contract shall be notified in writing. Such notice shall state the basis for the determination, which shall be final unless legal action is taken within ten days by the bidder as provided in Section VIII (H.1) of this Policy.

If, upon appeal, it is determined that the decision was arbitrary or capricious or not in accordance with the Constitution of Virginia, applicable state law or regulation or the terms and conditions of the Invitation for Bid, and the award of the contract in question has not been made, the sole relief shall be a finding that the bidder or offeror is a responsible bidder for the contract in question or directed award as outlined in the Invitation for Bid. If it is determined that the decision was arbitrary or capricious or not in accordance with the Constitution of Virginia, applicable state law or regulation or the terms and conditions of the Invitation for Bid, and the award has been made, the relief shall be as set forth in Section VIII (D) of this Policy. A bidder or offeror contesting a determination that he is not a responsible bidder or offeror for a particular contract shall proceed under this section, and may not protest the award or proposed award under Section VIII (D) of this Policy.

Nothing contained in this section shall be construed to require the Town of Christiansburg, when procuring by the Competitive Negotiation method to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

D. Protest of Award or Decision to Award.

1. Any bidder or offeror who desires to protest the award or decision to award of a contract shall submit such protest in writing to the Town Manager as defined in the Terms and Conditions of the IFB or RFP, as applicable, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The Town Manager shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of the written decision by instituting legal action as provided in Section VIII (H.3) of this Policy.
2. If prior to an award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The proposed award shall be cancelled or revised to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be enjoined. Where the award has been made and performance has begun, the contract may be declared void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.
3. When it is determined, after a hearing held following reasonable notice to all bidders, that there is probable cause to believe that a decision to award was based on fraud or corruption or on an act in violation of Article X of this Policy, award of the contract to a particular bidder may be enjoined.

E. Effect of Appeal upon Contract.

Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this Policy shall not be affected by the fact that a protest or appeal has been filed.

F. Stay of Award During Protest.

An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

G. Contractual Disputes.

Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment, however, written notice of the contractor's intention to file such claim shall have been given at the time of the

occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claim shall not delay payment of amounts agreed due in the final payment.

A procedure for consideration of contractual claims shall be included in each contract. Such procedure, which may be incorporated into the contract by reference, shall establish a time limit for a final decision in writing by the Town Manager.

The decision of the Town Manager shall be final and conclusive unless the contractor initiates legal action as provided in § 2.2-4364 of the Virginia Code within six (6) months of the date of the final decision on a claim.

A contractor may not institute legal action as provided in Section VIII H (5) of this Policy prior to receipt of a decision by the Town of Christiansburg on the claim.

H. Legal Actions.

1. A bidder or offeror, actual or prospective, who is refused permission or disqualified from participation in bidding or competitive negotiation, or who is determined not to be a responsible bidder or offeror for a particular contract, may bring an action in the Circuit Court of Montgomery County challenging that decision, which shall be reversed only if the petitioner establishes that the decision was arbitrary or capricious, or not in accordance with the Constitution of Virginia, applicable state law or regulation or the terms and conditions of the Invitation for Bid, or in the case of pre-qualification denial, that such decision was not based upon the criteria for denial of pre-qualification set forth in subsection VI (A.2).
2. A bidder denied withdrawal of a bid under Section VIII B of this Policy may bring an action in the Circuit Court of Montgomery County, Virginia challenging that decision, which shall be reversed only if the bidder establishes that the decision was arbitrary or capricious, or not in accordance with the Constitution of Virginia, applicable state law or regulation or the terms and conditions of the Invitation for Bid.
3. A bidder, offeror or contractor may bring an action in the Circuit Court of Montgomery County, Virginia challenging a proposed award or the award of a contract, which shall be reversed only if the petitioner establishes that the proposed award or the award is not an honest exercise of discretion, but rather is arbitrary or capricious or not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms and conditions of the Invitation for Bid or Request for Proposal.
4. If injunctive relief is granted, the court, upon request of the Town of Christiansburg, shall require the posting of reasonable security to protect the Town of Christiansburg.
5. Subject to procedures in Section VIII of this Policy, a contractor may bring an action involving a contract dispute with the Town of Christiansburg in the Circuit Court of Montgomery County, Virginia.

6. Nothing herein shall be construed to prevent the Town of Christiansburg from instituting legal action against a contractor.

IX. ASSISTANCE TO SMALL AND DISADVANTAGED BUSINESSES:

A. Small, Women-, Minority-, and Service Disabled Veteran-Owned Business Participation.

The Town shall cooperate with state and federal agencies to facilitate the participation of small, women-, minority-, and service disabled veteran-owned businesses in the procurement transactions of the Town of Christiansburg. The Town of Christiansburg grants no preferences or set-asides to such businesses. The Town Manager, his designee, shall assist any such business in completing or understanding bids or proposals. Procedures may be established to increase participation by small-, women-, minority- and service disabled veteran-owned businesses.

As stated in section III.A of this policy, when the procurement involves the expenditure of federal assistance or contract funds, the procurement shall be conducted in accordance with any applicable mandatory federal law and regulation, which is not reflected in this Policy including, but not limited to Title 24 of the Code of Federal Regulations, Part 85.36 [24 CFR 85.36(i)]. See Exhibit A attached hereto.

B. Discrimination Prohibited.

In the solicitation or awarding of contracts, the Town of Christiansburg shall not discriminate against any bidder or offeror because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran or other basis prohibited by state or federal law relating to discrimination in employment.

X. ETHICS IN PUBLIC CONTRACTING

A. Purpose.

The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to the following acts contained within the Virginia Code, the State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code as amended. The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.

B. Definitions.

The words defined in this section shall have the meanings set forth below throughout this policy section.

"Immediate family" shall mean spouse, children, parents, brothers and sisters, and any other person living in the same household as the employee.

"Official responsibility" shall mean administrative or operating authority, whether intermediate or final, to initiate, approve, and disapprove or otherwise affect a procurement transaction, or any claim resulting therefrom.

"Pecuniary interest arising from the procurement" shall mean a personal interest as defined in the State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.).

"Procurement transaction" shall mean all functions that pertain to the obtaining of any goods, services or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

"Employee" shall mean any person employed by the Town of Christiansburg, including elected officials or appointed members of governing bodies.

C. Proscribed Participation by Employees in Procurement Transactions.

No employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the public body, except as noted in §2.2-3112 of the Virginia Code, when the employee knows that:

1. The employee is contemporaneously employed by a bidder, offeror, or contractor involved in the procurement transaction; or
2. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent; or
3. The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or
4. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with the bidder, offeror or contractor.

D. Solicitation or Acceptance of Gifts.

No employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a bidder, offeror, contractor or subcontractor any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The Town of Christiansburg may recover the value of anything conveyed in violation of this section.

E. Disclosure of Subsequent Employment.

No employee or former employee having official responsibility for procurement transactions shall accept employment with any bidder, offeror or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the Town of Christiansburg, unless the employee or former employee provides written notification to the Town of Christiansburg prior to commencement of employment by that bidder, offeror or contractor.

F. Gifts by Bidders, Offerors, Contractors or Subcontractors.

No bidder, offeror, contractor or subcontractor shall confer upon any employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

G. Kickbacks.

No contractor or subcontractor shall demand or receive from any of his suppliers or subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.

No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.

No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a contract.

If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order, and ultimately borne by the Town of Christiansburg and will be recoverable from both the maker and the recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

H. Purchase of Building Materials, etc., from Architect or Engineer Prohibited.

No building materials, supplies or equipment for any building or structure constructed by or for the Town of Christiansburg shall be sold by or purchased from any person employed as an independent contractor by the Town of Christiansburg to furnish architectural or engineering services, but not construction for such building or structure; or from any partnership, association, or corporation in which such architect or engineer has a personal interest as defined in § 2.2-3101 of the Virginia Code.

No building materials, supplies or equipment for any building or structure constructed by or for the Town of Christiansburg shall be sold by or purchased from any person which has provided or is currently providing design services specifying a sole source for such materials, supplies or equipment to be used in such building or structure to the independent contractor employed by the Town of Christiansburg to furnish

architectural or engineering services in which such person has a personal interest as defined in § 2.2-3101 of the Virginia Code.

The provisions of this section shall not apply in the case of an emergency.

I. Participation in Bid Preparation.

No person who is compensated to prepare an Invitation for Bid or Request for Proposal for or on behalf of the Town of Christiansburg shall submit a bid or proposal for that procurement or any portion thereof, or, disclose to any bidder or offeror information concerning the procurement that is not available to the public. However, the Town of Christiansburg may permit such person to submit a bid or proposal for that procurement or any portion thereof if the Town of Christiansburg determines that the exclusion of the person would limit the number of potential qualified bidders or offerors in a manner counter to the best interests of the Town of Christiansburg. Such permission must be granted in writing in advance of the solicitation, or at the time the solicitation is issued, and must be documented in the procurement file.

J. Misrepresentations Prohibited.

No employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious or fraudulent statements or representations; or make or use any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry.

K. Certification of Compliance Required; Penalty for False Statements.

1. In accordance with § 2.2-4375 of the Code of Virginia, The Town of Christiansburg may require employees having official responsibility for procurement transactions in which they participated to annually submit for such transactions, a written certification that they complied with the provisions of the Virginia Code.
2. Any employee required to submit a certification as provided in subsection (1) of this section that knowingly makes a false statement in such certification shall be punished as provided in Section X (L) of this Policy.
3. Written procedures may be established to determine how certifications will be submitted.

L. Penalty for Violation.

Any person convicted of a willful violation of any provision of Section X of this policy shall be guilty of a Class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his/her employment.

LEGAL REFERENCE: Code of Virginia, 1950 as amended, §§ 2.2-4300 et seq., 22.1-68, 22.1-70, 22.1-92 (A), 22.1-296.1.

24 CFR PART 85 Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments

- 2001 Edition -

Subpart 36 - "Procurement"

§ 85.36 Procurement

(a) States.

When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and subgrantees will follow paragraphs (b) through (i) in this section.

(b) Procurement standards.

- (1)** Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.
- (2)** Grantees and subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- (3)** Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
 - (i)** The employee, officer or agent,
 - (ii)** Any member of his immediate family,
 - (iii)** His or her partner, or
 - (iv)** An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

- (4) Grantee and subgrantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- (5) To foster greater economy and efficiency, grantees and subgrantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.
- (6) Grantees and subgrantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- (7) Grantees and subgrantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
- (8) Grantees and subgrantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- (9) Grantees and subgrantees will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- (10) Grantees and subgrantees will use time and material type contracts only
 - (i) After a determination that no other contract is suitable, and
 - (ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.
- (11) Grantees and subgrantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or subgrantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or subgrantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.
- (12) Grantees and subgrantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and subgrantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

- (i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and
- (ii) Violations of the grantee's or subgrantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or subgrantee.

(c) Competition.

- (1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of Sec. 85.36. Some of the situations considered to be restrictive of competition include but are not limited to:
 - (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
 - (ii) Requiring unnecessary experience and excessive bonding,
 - (iii) Noncompetitive pricing practices between firms or between affiliated companies,
 - (iv) Noncompetitive awards to consultants that are on retainer contracts,
 - (v) Organizational conflicts of interest,
 - (vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and
 - (vii) Any arbitrary action in the procurement process.
- (2) Grantees and subgrantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- (3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:
 - (i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a brand name or equal description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and

- (ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- (4) Grantees and subgrantees will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and subgrantees will not preclude potential bidders from qualifying during the solicitation period.

(d) Methods of procurement to be followed.

- (1) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$100,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.
- (2) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in Sec. 85.36(d)(2)(i) apply.
 - (i) In order for sealed bidding to be feasible, the following conditions should be present:
 - (A) A complete, adequate, and realistic specification or purchase description is available;
 - (B) Two or more responsible bidders are willing and able to compete effectively and for the business; and
 - (C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
 - (ii) If sealed bids are used, the following requirements apply:
 - (A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;
 - (B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;
 - (C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;
 - (D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such

discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(3) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- (i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;
- (ii) Proposals will be solicited from an adequate number of qualified sources;
- (iii) Grantees and subgrantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;
- (iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (v) Grantees and subgrantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

- (i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:
 - (A) The item is available only from a single source;
 - (B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - (C) The awarding agency authorizes noncompetitive proposals; or
 - (D) After solicitation of a number of sources, competition is determined inadequate.
- (ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.
- (iii) Grantees and subgrantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

- (1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
- (2) Affirmative steps shall include:
 - (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
 - (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

(f) Contract cost and price.

- (1) Grantees and subgrantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.
- (2) Grantees and subgrantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see Sec. 85.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

(g) Awarding agency review.

(1) Grantees and subgrantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or subgrantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and subgrantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:

- (i) A grantee's or subgrantee's procurement procedures or operation fails to comply with the procurement standards in this section; or
- (ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or
- (iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product; or
- (iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- (v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(3) A grantee or subgrantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

- (i) A grantee or subgrantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis.
- (ii) A grantee or subgrantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or subgrantee that it is complying with these standards. A grantee or subgrantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

- (1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- (2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- (3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(i) Contract provisions.

A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

- (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- (3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)
- (4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)

- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A 330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
- (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
- (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

[53 FR 8068, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19642, Apr. 19, 1995]

A RESOLUTION ADOPTING A PROCEDURE FOR AWARDING MULTIPLE CONTRACTS TO MULTIPLE OFFERORS UNDER TERM SERVICES CONTRACTS AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Virginia Public Procurement Act, specifically, Code of Virginia, § 2.2-4301, allows public bodies to negotiate and contract for architectural or professional engineering services relating to construction projects; and

WHEREAS, pursuant to Code of Virginia, § 2.2-4301(3), a contract for architectural or professional engineering services relating to construction projects may be negotiated by a public body, for multiple projects provided: (i) the projects require similar experience and expertise, (ii) the nature of the projects is clearly identified in the Request for Proposal (“RFP”), and (iii) the contract term is limited to one year or when the cumulative total project fees reach the maximum cost authorized in this paragraph, whichever occurs first; and

WHEREAS, competitive negotiations for such contracts may result in awards to more than one offeror provided (1) the RFP so states and (2) the public body has established procedures for distributing multiple projects among the selected contractors during the contract term; and

WHEREAS, the Council desires to adopt a procedure for awarding multiple projects to more than one offeror under term services contracts in conformity with the Virginia Public Procurement Act;

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Christiansburg, Virginia, that the Town hereby establishes the following procedure for distributing multiple projects to more than one offeror under a term services contract:

Following the selection of more than one offeror for architectural or professional engineering services and execution of a term services contract with more than one offeror, multiple projects identified in the RFP published for the term services shall be awarded as follows:

- 1) Selected offerors shall be notified in the manner set forth in the term services contract as projects become available.
- 2) Once notified, selected offerors may submit a proposal for available project.
- 3) Selected offerors shall be ranked for each project based upon the following criteria, with weighting of criteria to be determined by the Town as appropriate:
 - a. Knowledge and experience concerning the scope and requirements for the project.
 - b. Knowledge of the Town’s overall goals concerning the project.
 - c. Past performance on similar scopes of work.
 - d. Order of ranking from initial proposals.
 - e. Current work load or agreements in effect with the Town.
 - f. Current work load on other non-Town projects.
- 4) The Town will negotiate compensation terms with the highest ranking firm and if the terms are acceptable to the Town, the Town will award the project to that firm. If not, the Town will negotiate with the next highest ranking firm, etc. Fees for services will be governed by procedures established by the participating funding agencies where applicable. Otherwise, fees for services shall be fair and reasonable and negotiated on a schedule agreeable to the Town. The Town reserves the right not to award any project contemplated under the term services contract to any of the contracted firms if terms acceptable to the Town cannot be

reached. In that case, the Town may elect to solicit other firms under a separate RFP for that project.

This procedure for awarding multiple contracts to multiple offerors under term services contracts shall be effective upon adoption.

Upon a call for an aye and nay vote on the foregoing resolution on a motion by Councilman Vanhoozier seconded by Councilman Showalter at a regular meeting of the Council of the Town of Christiansburg, Virginia held January 7, 2014, the members of the Council of the Town of Christiansburg, Virginia present throughout all deliberations on the foregoing and voting or abstaining, stood as indicated opposite their names as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Mayor D. Michael Barber*				
Cord Hall	X			
Steve Huppert	X			
Henry Showalter	X			
Bradford J. Stipes	X			
James W. Vanhoozier	X			

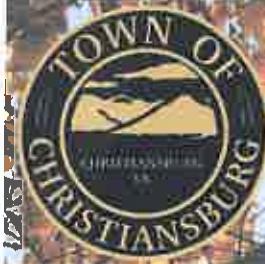
*Mayor votes only in the event of a tie vote by Council.

D. Michael Barber
D. Michael Barber, Mayor

A True Copy Test:

Michele M. Stipes
Michele M. Stipes, Clerk of Council

November 2014



The Christiansburg Connection



AT YOUR SERVICE

Eddie Smith

Eddie has served the Town for 35 years in the Public Works Department.

What is your favorite part of your job?

I enjoy all aspects of my job, from answering questions from citizens to working with other departments within the town.

Do you have a favorite Town moment?

There are so many to choose from since I first came to work for the Town! The one thing I remember the most was when we went from pencil and paper to handheld water meter reading. That was especially memorable because of all the research and hands on work we went through to find the right system. It was a really great experience!

This section is a rotating feature highlighting the service of Town employees as well as messages from the Mayor.

Upcoming Meetings:

Town Council Meeting

November 18, 2014

Council Chambers, Town Hall

7 p.m.

Upcoming Events:

Leaf Pickup - November 3 through December 31 (as weather permits)

Christmas Parade - December 12

Upcoming Closings:

Veteran's Day - Tuesday, Nov. 11

Thanksgiving - Thursday, Nov. 27 &

Friday, Nov. 28

For more meetings and events, please visit
www.christiansburg.org

Welcome to the inaugural edition of 'The Christiansburg Connection.'

Learn more about upcoming meetings, events and find in-depth information about Town departments and initiatives.

In November, find information on upcoming holiday schedules, frequently asked questions and more!

Now Accepting: Corrugated Cardboard!

Corrugated cardboard is now accepted at not one, but three of the Town's recycling locations!

- Food Lion parking lot at 1530 Roanoke St.
- Home Depot parking lot in Spradlin Farms
- Christiansburg Recreation Center, 1600 North Franklin Street

*For more recycling information, please visit
www.christiansburg.org/recycling.*

Giving Thanks by Giving Back

Town departments embrace the holiday spirit

During the month of November, we all take the time to give thanks to things we may overlook throughout the year. At the Town, both our departments and individual employees find ways to give back to the community in which we work and live.

Through November 9, the Christiansburg Aquatic Center is accepting donations of gently used coats from the community to donate to the Montgomery County Christmas Store as part of their Give A Kid A Coat campaign (pictured right).



If coats aren't your thing, the Aquatic Center is also teaming up with Santa and the Blue Elves for a toy drive! Bring new, unwrapped toys to the Aquatic Center from November 28-30 to help area families in need! Every year, Santa and the Blue Elves team up with Montgomery County Social Services, local volunteers and businesses to collect gifts for area families. Gifts are collected through donations and donated funds. The Police Department and volunteers then distribute the gifts on Christmas Eve as Santa's Blue Elves.

Coats and toys may be dropped off at the Aquatic Center, 595 North Franklin Street. For more information, please call (540) 381-7665 (POOL).

continued on back...

Frequently Asked...

What causes water breaks?

You may have noticed that at some times throughout the year, water breaks appear to be more common.

This is actually quite normal. As the seasons change, the ground shifts as temperatures fluctuate. This causes items in the ground to shift as well, which may result in water breaks. For this reason, you may notice more water breaks occur in the fall and spring.

Another factor that may lead to water breaks is the aging of infrastructure. For this reason, the Town continually works to identify areas that may need improvements so that service always remains top quality.

To report a water break during normal business hours, please call Public Works at (540) 382-1151.

If you need to report a break after business hours, please call the Police Department non-emergency line at (540) 382-3131.



Don't Forget!

There will be no trash collection on the following dates:

Tuesday, November 11 - Veterans Day
(Wednesday pickup)

Thursday, November 27 - Thanksgiving holiday
(Monday pickup)

Friday, November 28 - Thanksgiving holiday
(Tuesday pickup)

Wednesday, December 24 - Christmas holiday
(Monday pickup)

Thursday, December 25 - Christmas holiday
(Monday pickup)

Thursday, January 1: New Year's Day
(Friday pickup)

Giving Thanks by Giving Back Continued...

In years past, the Recreation Center has collected non-perishable food items for the local food bank. Last season, town employees from a number of departments adopted an angel from the Angel Tree. The Christiansburg Rescue Squad and other local community organizations participated in the Christmas Eve Kitchen, which is open to the entire community for a night of good food and fun.

Most importantly, giving thanks doesn't end in November.

Throughout the year, departments continue in efforts to support the community by partnering with organizations to host health and wellness fairs, hosting blood drives and participating in events benefiting Relay for Life, the Special Olympics and the American Cancer Society.

In addition, town employees give back in their personal lives in a number of ways, including the ALS Ice Bucket Challenge, Floyd County Fun Drive, church food drives, and more!

Find out more about Town events and news by following us on Facebook and Twitter or visiting www.christiansburg.org.

Just A Reminder...

Personal property and real estate tax statements for the Town of Christiansburg have been mailed out. Please remember these taxes are due by December 5.

If you have any questions, please call the Finance Department at (540) 382-9519.

Snapshot! Town photos of recent events



Susan Bricken, Coach Bill Beecher, Jean Sumner at the National Masters Swim Meet in Maryland in August. Susan and Jean medaled in a number of events.



All together. Better.

November 3, 2014

Town of Christiansburg
Attn: Mr. Barry Helms
100 East Main Street
Christiansburg, VA 24073

Dear Barry:

Thank you for the Town of Christiansburg's payment of \$1,250.00 to the New River Valley Economic Development Alliance.

Your investment will be used with funds from other businesses and local governments to promote the New River Valley in the U.S. and overseas as an outstanding location to start or expand a business or industry.

Should you ever have questions about the Alliance or know of another local business that may wish to become an investor, please feel free to contact me. Thanks again for your investment in the New River Valley's future.

Sincerely,

A handwritten signature in black ink, appearing to read "A. Bopp".

Aric H. Bopp
Executive Director
New River Valley EDA

A handwritten signature in black ink, appearing to read "James R. Loux".

James R. Loux
Treasurer, Board of Directors
New River Valley EDA

contact

TOWN OF CHRISTIANSBURG		
OCTOBER AND NOVEMBER BILLS TO BE PAID 11-21-2014		
VENDOR NAME	AMOUNT	DESCRIPTION
A A AUTOMATIC TRANSMISSION	2,115.00	NEW TRANSMISSION IN PD VEHICLE
A CLEANER WORLD	818.50	
A D WEDDLE CO., INC	300.00	
ADAMS CONSTRUCTION CO.	6,750.04	ASPHALT MIX
AIRGAS MID-AMERICA, INC.	648.48	
ALL SEASONS PEST CONTROL, INC	85.00	
ARAMARK UNIFORM SERVICES, INC.	3,149.59	TOWEL SERVICE AQ
ARCET EQUIPMENT COMPANY, INC	592.26	
ATLANTIC EMERGENCY SOLUTIONS, INC	1,492.33	
ATLANTIC UTILITY SOLUTIONS, INC	1,008.00	
AUTOMATIC CONTROLS OF VA, INC	1,171.89	
B & K TRUCK ACCESSORIES	233.00	
BALLPARK SIGNS	675.00	
BANE OIL COMPANY, INC	4,512.91	OFF ROAD DIESEL
BASHAM OIL COMPANY	120.64	
BENTLEY SYSTEMS INC.	3,231.00	SOFTWARE LICENSE ENGINEERING
BKT UNIFORMS	716.40	
BLACKBERRY MULCH	54.25	
BLUE CROSS BULE SHEILD	212,504.03	EMPLOYEE HEALTH INSURANCE
BLUE RIDGE RESCUE SUPPLIERS, INC	135.37	
BOONE TRACTOR & IMPLEMENT INC.	305.21	
BOUND TREE MEDICAL, LLC	3,664.86	MEDICAL SUPPLIES RESCUE
BOWIE SALES, INC.	540.02	
BOXLEY	5,081.19	BASE AND ASPHALT MIX
BRAME SPECIALTY COMPANY INC.	2,167.74	JANITORIAL SUPPLIES
BRANCH HIGHWAYS, INC	6,834.68	INDEPENDENCE PROJECT
BREKFORD INTERNATIONAL CORP.	7,858.00	TOUGH BOOKS FOR PD VEHICLES
BSN SPORTS COLLEGIATE PACIFIC	1,478.41	
CAMBRIDGE COMPUTER SERVICES, INC	4,249.00	BACKUP APPLIANCE SUPPORT
CARQUEST AUTO PARTS	155.25	
CARTER MACHINERY	1,030.17	
CENTRAL ELECTRONICS	62.00	
CHANDLER CONCRETE COMPANY OF VA., INC	60.50	
CHANNING BETE COMPANY, INC	892.83	
COGSDALE SYSTEMS INC.	23,660.00	MUELLER COGSDALE INTEGRATION
CONSTRUCTION MATERIALS GROUP, INC	121.49	
CONTROL EQUIPMENT CO. INC.	105.32	
CORPORATE BENEFIT CONSULTANTS	2,000.00	VALUATION OF SICK RETIREMENT PLANS FOR ANNUAL AUDIT
D J R ENTERPRISES	651.30	
DEAN'S SEAMLESS GUTTER & CONSTRUCTION INC	3,175.00	REPLACE GUTTERS AT PUMP SHOP
DETECTABLE WARNING SYSTEMS	2,692.84	
DOLI/BOILER SAFETY	80.00	
DRAINAGE SOLUTIONS, INC	666.93	
DRILL & FILL MFG., LLC	922.97	
DUNCAN FORD MAZDA	50,256.07	WASTE WATER OPERATIONS FORD 350 49851 AND REPAIRS TO OTHER VEHICLES
ELECTRICAL SUPPLY CO	465.14	
ELEVEN WEST, INC.	729.50	
EMPIRE SALVAGE & RECYCLING, INC	22,863.00	DEMOLITION OF BUILDINGS ON Wilson property and asbestos abatement
EMS TECHNOLOGY SOLUTIONS, LLC	270.00	
EMS, INC	1,110.00	
ENVIRONMENTAL LAND WASTE MANAGEMENT SERVICE, INC	15,000.00	BIOSOLIDS HAULING
FASTENAL COMPANY	28.91	
FENTON PUMP SERVICE, INC	250.00	
FERGUSON ENTERPRISES, INC.#75	6,621.80	PIPE AND FITTING SUPPLIES WATER SEWER AND STORM DRAIN
FIDELITY POWER SYSTEMS	382.50	
FITNESS CONCEPTS, INC.	20.00	
FLEET ONE, LLC	19,008.54	VEHICLE FUEL
FLEET PRIDE, INC	1,029.90	
GALLS, AN ARAMARK COMPANY	619.55	
GAY AND NEEL, INC.	5,163.50	ENGINEERING HUCKLEBERRY TRAIL AND BRIDGE
GEMPLER'S INC.	219.05	
GLENN'S BODY SHOP	1,011.93	

TOWN OF CHRISTIANSBURG		
OCTOBER AND NOVEMBER BILLS TO BE PAID 11-21-2014		
VENDOR NAME	AMOUNT	DESCRIPTION
GRAINGER	410.56	
GUYNN, MEMMER & DILLON, P.C.	5,182.13	LEGAL SERVICES
HALL'S GARAGE DOORS	1,030.00	
HAMANN, INC	7,860.74	FINAL CONTRACT PAYMENT MOWING SERVICE CEMETERY
HARPER AND COMPANY INC.	718.42	
HARVEY CHEVROLET CORP.	1,887.60	
HOSE HOUSE, INC.	80.70	
INDUSTRY ELECTRIC , LLC	894.40	
INTERSTATE BATTERY SYSTEM OF ROANOKE VALLEY, INC	61.46	
IVORQ SYSTEMS	1,000.00	
J O HERBERT COMPANY, INC	79.20	
JAMES RIVER EQUIPMENT-SALEM	29.50	
JAMES RIVER LASERS & EQUIPMENT, LLC	319.75	
JAMES T DAVIS AUTO FINISHES	110.59	
JAMISON'S SHARPENING, INC	559.25	
JORDAN OIL CO., INC.	4,492.41	FUEL FIRE AND RESCUE
KEY RISK INSURANCE COMPANY	48,732.93	WORKERS COMP INSURANCE
KING-MOORE, INC	1,080.00	
LANCASTER, INC.	32.49	
LANGUAGE LINE SERVICES	41.60	
LAWRENCE EQUIPMENT	351.34	
LIBERTY FIRE SOLUTIONS, INC	1,220.00	
LOWES HOME CENTERS, INC.	3,599.03	VARIOUS MAINTENANCE AND TOOLS ALL DEPTS
LYON METAL MFG OF VIRGINIA	36.00	
MARKETING ON MAIN STREET LLC	1,046.73	
MCAFEE, INC	225.00	
MCGRADY-PERDUE HEATING & COOLING, INC	165.00	
MEADE TRACTOR	1,231.04	
MONTGOMERY CO PUBLIC SCHOOLS	364.79	
MONTGOMERY COUNTY CHAMBER OF	1,499.00	
MOORE MEDICAL CORP.	2,089.17	MEDICAL SUPPLIES RESCUE
MOORE'S BODY & MECHANICAL SHOP, INC	2,235.23	REPAIR PD VEHCLE
MOTOROLA	136.00	
MUNICIPAL EMERGENCY SERVICES, INC	3,678.24	SUPPLIES FIRE DEPT
NEW RIVER ENGRAVING	303.85	
NEW RIVER VALLEY AGENCY ON AGING	3,521.00	ANNUAL SUPPORT
NORTHEAST WISCONSIN TECHNICAL COLLEGE	175.00	
NORTHEASTERN SUPPLY INC.	47.30	
OLD TOWN PRINTING & COPYING	300.05	
O'REILLY AUTO PARTS	175.64	
PETERS AQUATICS	50.00	
PHILIPS HEALTHCARE	1,954.30	
PLAY IT AGAIN SPORTS	59.90	
POWER ZONE	528.64	
PRICES BODY SHOP, INC	314.80	
PRISM CONTRACTORS & ENGINEERS, INC	15,200.00	COLLEGE STREET BASIN
PROFESSIONAL COMMUNICATIONS	4,375.00	MAINTENANCE 911 DISPATCH CENTER
PUBLIC SAFETY CENTER, INC.	38.63	
QUALITY TIRE & BRAKE SERVICE	4,473.60	VEHICLE TIRES AND REPAIR
RAKESTRAW LAWN CARE, INC	125.00	
RDL SOLUTIONS, LLC	240.00	
REALM CONSTRUCTION, INC	2,150.00	BOARD UP FOUR CONDEMNED BUILDINGS ON ROANOKE STREET
ROPHO SALES INC	6.92	
SAFETY & COMPLIANCE SERVICES, INC.	375.00	
SAFEWARE INC.	181.46	
SANICO, INC	2,447.86	JANITORIAL SUPPLIES
SERVICE COMMUNICATION	75.00	
SHADE TREE REPAIR LLC	100.00	
SHELOR MOTOR MILE	833.75	
SHERWIN-WILLIAMS	279.26	
SIGN-A-RAMA	404.64	
SIMPLEXGRINNELL LP	2,074.26	RECREATION CENTER ACCESS CONTROL AND INTRUSION TEST

TOWN OF CHRISTIANSBURG		
OCTOBER AND NOVEMBER BILLS TO BE PAID 11-21-2014		
VENDOR NAME	AMOUNT	DESCRIPTION
SKYLINE DOOR & HARDWARE, INC	99.80	
SLC OF THE NRV	125.00	
SMITH'S CUSTOM MILLING	210.00	
SOUTHERN ELEVATOR CO., INC.	670.00	
SOUTHERN STATES	203.08	
SOUTHWEST VA FIRE INVESTIGATORS ASSOCIATION	40.00	
STATE ELECTRIC SUPPLY CO., INC.	2,987.05	ELECTRICAL SUPPLIES FOR VARIOUS BUILDING REPAIRS AND GENERATOR PROJECT
STEEL SERVICES, INC.	295.50	
SUBURBAN PROPANE, L.P.	434.83	
TAYLOR OFFICE & ART SUPPLY, INC	2,035.41	OFFICE SUPPLIES
TENCARVA MACHINERY CO.	10,775.00	NEW CONTROL PANEL FOR EDGEWOOD PUMP STATION
TESSCO	860.20	
THE ARCHER COMPANY	8,810.00	CLASSIFICATION AND COMP STUDY
THE GUN SHOP	8,359.12	AMMUNITION
THOMPSON TIRE & MUFFLER	3,582.58	REPAIR AND REPLACE TIRES VARIOUS DEPARTMENT VEHICLES
TIDEWATER FLEET SUPPLY	7,830.97	LIGHTBARS ETC FOR NEW PD VEHICLES
TOWN POLICE SUPPLY	483.00	
TRANE	103.00	
TREASURER OF MONTGOMERY CO.	122.50	
TREASURER OF VA DEPT.GEN.SER.	2,800.00	1100 STORAGE CONTAINER 1700 RECYCLING CONTAINER
TREASURER OF VIRGINIA	240.00	
UNIFIRST CORPORATION	94.14	
USA BLUE BOOK	312.59	
VA ASSOC OF MUNICIPAL WASTEWATER AGENCIES, INC	60.73	
VACORP	182.09	
VA INFORMATION TECHNOLOGIES AGENCY	52.87	
VEST'S SALES & SERVICE, INC.	440.00	
VIRGINIA BUSINESS SYSTEMS	162.88	
VIRGINIA MUNICIPAL LEAGUE	660.00	
VIRGINIA TRUCK CENTER	150.00	
WADES FOODS INC.	50.01	
WEST END ANIMAL CLINIC, INC	205.39	
WILSON BROTHERS INCORPORATED	1,297.04	
WOLFMAN'S AUTO & CYCLE SEATS	325.00	
TOTAL FOR NOVEMBER 21 2014	\$622,882.73	

TOWN OF CHRISTIANSBURG**BILLS PAID DURING THE MONTH OF OCTOBER AND NOVEMBER 2014****SPECIAL REVENUE FUNDS**

VENDOR	AMOUNT PAID	DESCRIPTION
ATLANTIC EMERGENCY SOLUTIONS	2,532.48	Fire Repair Tanker 8
B & K Truck Accessories	65.00	
Duncan Ford Mazda	408.13	
GATES FLOWERS AND GIFTS	22.00	
Huntley's Wood N Knots	75.00	
PUBLIC SAFTEY CENTER	369.67	
VERIZON	364.26	
TOTAL PAID BILLS	3,836.54	

TOWN OF CHRISTIANSBURG		
BILLS PAID DURING THE MONTH OF OCTOBER AND NOVEMBER 2014		
VENDOR	AMOUNT PAID	DESCRIPTION
AFA PROTECTIVE SYSTEMS	1,773.54	DUCT SENSORS AQUATICS
AIRGAS NATIONAL CARBONATION	1,619.04	
ANTHEM LIFE INSURANCE COMPANY	2,708.60	EMPLOYEE LIFE INSURANCE
APPALACHIAN POWER	53,151.10	ELECTRIC USAGE
AT & T	79.98	
ATMOS ENERGY	3,148.00	
BALLPARK SIGNS	456.00	
BMS DIRECT	17,364.52	POSTAGE WATER BILLS, TAX BILLS
BOSTON MUTUAL LIFE INS	952.22	EMPLOYEE PD INSURANCE
CHANDLER CONCRETE COMPANY	3,989.21	CONCRETE VARIOUS PROJECTS IN TOWN
CITIZENS	1,820.00	INTERNET
CMS	17,360.92	REINSURANCE FEE PER THE AFFORDABLE CARE ACT.
COCA COLA BOTTLING	416.25	
COLD STONE CREAMERY	240.00	
COLONIAL LIFE & ACCIDENT INSURANCE	1,035.76	EMPLOYEE PD INSURANCE
CONCRETE PIPE & PRECAST	629.07	
DE LAGE LANDEN	1,634.00	PD COPIERS
DELTA DENTAL	10,036.99	employee dental plan
DOMINION OF BEDFORD	20,094.00	NEW VEHICLE FOR BLDING DEPT
DONS AUTO	852.98	VEHICLE REPAIR AND MAINTENANCE
DOUBLE RADIOUS	6,223.14	POINT TO POINT WIRELESS EQUIPMENT
DUES AND MEMBERSHIP	325.00	REC 225 FIN 100
ECK SUPPLY	512.58	
FEDERAL EXPRESS CORPORATION	82.50	
GATES FLOWERS AND GIFTS,	53.00	
GOV DEALS	898.13	
HDH TECHNICAL INC	375.00	
HOME DEPOT	652.40	
KEY RISK	20,900.00	WORK COMP
KING-MOORE CONSULTING	2,655.00	IT CONSULTING
LUMOS NETWORKS INC	897.04	
MERLO MASSAGE THERAPY	180.00	AI CHI CLASSES
MONTGOMERY PUBLISHING	588.26	PUBLIC NOTICES
MONTGOMERY REGIONAL SOLID WASTE AUTHORITY	50,468.19	Monthly tipping fees
PAPA JOHNS	95.50	AQUATIC BDAY PARTY EVENTS
PETTY CASH	39.03	PETTY CASH
RE MICHAEL	55.98	
REFUND FEES REC DEPT	362.00	
REIMBURSEMENTS EMPLOYEES	87.07	
SAMS CLUB	605.21	
SCHOOLS	398.00	FD 120 WWTP 278
SHENTEL	235.05	
SISSON & RYAN LLC	1,036.53	SAND AND GRAVEL
SOUTHEASTERN SECURITY CONSULTANTS	345.00	
SOUTHERN REFRIDGERATION	1,004.08	
SPRINT	68.94	
STAND ENERGY	4,019.50	GAS SERVICE AQUATICS
THE ROANOKE TIMES	1,098.96	PUBLIC HEARING NOTICES AND JOB POSITNGS
TOTER	10,501.50	150 NEW GARBAGE CARTS
TRACTOR SUPPLY	75.92	
TRAVEL	4,674.22	BLDG 74.54 RESCUE 3721 COUNCIL 156.80 ADMIN 441.04 PW 140.42 FIN 140.42
TREASURER OF VIRGINIA	990.92	QTRLY LEVY ON BUILDING PERMITS
TREASURER OF VIRGINIA DMV	10.00	
TREASURER OF VIRGINIA sales tax	506.78	

TOWN OF CHRISTIANSBURG		
BILLS PAID DURING THE MONTH OF OCTOBER AND NOVEMBER 2014		
VENDOR	AMOUNT PAID	DESCRIPTION
VERIZON	1,031.79	PHONE BILLS
VIRGINIA BUSINESS SYSTEMS	83.17	
VISUAL STATEMENT INC	934.20	
VRS	160,738.34	employee retirement
WALMART	154.41	
WELLS FARGO	103,571.94	WWTP OUTFALL PAYMENT LOAN BAL AFTER PAYMENT 674,199
WEST PUBLISHING COMPANY	133.90	
WESTERN VIRGINIA WATER AUTHORITY	440.00	SAFETY CLASSES
TOTAL SPECIAL REVENUE BILLS PAID	3,836.54	
TOTAL PAID BILLS	517,470.36	
21ST OF THE MONTH BILLS	622,882.73	
GRAND TOTAL	1,144,189.63	