



AMENDED AGENDA

JOINT WORK SESSION OF TOWN COUNCIL AND THE
PARKS AND RECREATION ADVISORY COMMISSION – 5:00 P.M.
REGULAR MEETING OF TOWN COUNCIL – 7:00 P.M.
CHRISTIANSBURG TOWN HALL
100 EAST MAIN STREET
DECEMBER 12, 2017

JOINT WORK SESSION

- I. Call to Order
- II. Discussions by Mayor, Council Members, and Members of the Parks and Recreation Advisory Commission
 - A. North Christiansburg Regional Park.

- III. Adjournment

----- Recess until 7:00 P.M. -----

REGULAR MEETING

- I. CALL TO ORDER
 - A. Moment of Reflection
 - B. Pledge of Allegiance
- II. ADJUSTMENT OF THE AGENDA
- III. PUBLIC HEARINGS
- IV. OATHS OF OFFICE
 - A. Oaths of Office for recently elected Mayor and Council members by Montgomery County Clerk of Circuit Court Erica Williams and Presentation of Certificates from the Montgomery County Electoral Board.

V. CONSENT AGENDA

- A. Council meeting minutes of November 28, 2017.
- B. Resolution Recognizing Karen Walters for her service to the Town of Christiansburg
- C. Updated Purchasing Policy.
- D. Council approval of the Notice of Award with DCI/Shires, Inc. for installation of traffic signal improvements at Quin W. Stuart Boulevard on Peppers Ferry Road in the amount of \$551,806.00.
- E. Schedule public hearing on February 13, 2018 for a rezoning request by John Elmore, agent for Donald and Rachel Wood, for an approximately 1.15-acre portion of tax map no. 435- A 20 located at 840 Peppers Ferry Road, N.W. from A Agricultural to B-3 General Business. The property is designated as Residential on the Future Land Use Map of the 2013 Christiansburg Comprehensive Plan.
- F. Schedule public hearing on February 13, 2018 for an ordinance to amend Chapter 42 “Zoning” of the Christiansburg Town Code in regards to permit laboratories with animal testing by Conditional Use Permit in the I-2 General Industrial District.
- G. Contingent on the above code amendment, schedule public hearing on February 13, 2018 for a Conditional Use Permit by the Economic Development Authority of Montgomery County for tax map parcel 599-1 7 (3.691 acres) for a laboratory with animal testing use in the I-2 General Industrial District. The property is designated as Industrial on the Future Land Use Map of the 2013 Christiansburg Comprehensive Plan.

VI. CITIZEN COMMENTS

VII. INTRODUCTIONS AND PRESENTATIONS

- A. Town Council & Christiansburg High School Partnership.
- B. Presentation by Christy Straight, Regional Planner II, New River Valley Regional Commission on the New River Valley Hazard Mitigation Plan, 2017 update.
- C. Wayne Nelson, Engineering Director, to present the Cambria Street Intersection and North Franklin Street Corridor Improvement project design which incorporates Design Public Hearing comments relevant to the major design features of the project.
- D. Presentation by Mayor Barber.

VIII. COMMITTEE REPORTS

IX. DISCUSSION AND ACTION BY MAYOR AND COUNCIL

A. Council action on:

1. Rezoning Request by John Neel, Gay and Neel, Inc., agent for Sarah Crawford, for a portion of Tax Map No. 530-(2)- 87A 1 [Parcel ID 01937] located on the corner of Glade Drive SE and Curtis Drive SE from A, Agricultural to R-3, Multi-Family Residential. The property is designated as Residential on the Future Land Use Map of the 2013 Christiansburg Comprehensive Plan. The Public Hearing was held November 28, 2017.
2. Contingent upon the above request, Conditional Use Permit request by John Neel, Gay and Neel, Inc. for Tax Map No. 530-(2)- 87A 1 [Parcel ID 01937] located on the corner of Glade Drive SE and Curtis Drive SE for a Planned Housing Development consisting of up to 60 single-family dwellings in the R-3 Multi-Family Residential District. The Public Hearing was held November 28, 2017
3. Approval of the major design features of the Cambria Street Intersection and North Franklin Street Improvement project as proposed by the Engineering Department during Introductions and Presentations.

B. [Resolution of Adoption of the New River Valley Hazard Mitigation Plan, 2017 Update.](#)

C. Reappointment of Steve Simmons and Amelia Tuckwiller to the Aquatic Advisory Board.

X. STAFF REPORTS

- A. Town Manager
- B. Town Attorney
- C. Other Staff

XI. COUNCIL REPORTS

XII. OTHER BUSINESS

A. CLOSED MEETINGS

1. A. Request for a Closed Meeting under Virginia Code Section 2.2-3711(A)(5), for discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community. The Closed Meeting is being held to discuss an economic development prospect.
- B. Request for a Closed Meeting under Virginia Code Section 2.2-3711(A)(1), for the discussion, consideration, or interviews of prospective candidates for employment,

assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body. The Closed Meeting is being held for discussion of personnel, specifically the Clerk of Council position.

2. Reconvene in Open Meeting.
3. Certification.
4. Council action on the matter(s).

XII. ADJOURNMENT

The next regular Town Council meeting will be held at Christiansburg Town Hall on Tuesday, January 9, 2017 at 7:00 P.M.

**CHRISTIANSBURG TOWN COUNCIL
CHRISTIANSBURG, MONTGOMERY CO., VA.
WORK SESSION MINUTES – 5:30 P.M.
REGULAR MEETING MINUTES- 7:00 P.M.
NOVEMBER 28, 2017**

A WORK SESSION OF THE CHRISTIANSBURG TOWN COUNCIL, MONTGOMERY COUNTY, CHRISTIANSBURG, VA. WAS HELD AT CHRISTIANSBURG TOWN HALL, 100 EAST MAIN STREET, CHRISTIANSBURG, VIRGINIA, ON NOVEMBER 28, 2017 AT 5:30 P.M.

COUNCIL MEMBERS PRESENT: Mayor D. Michael Barber; Vice-Mayor Samuel M. Bishop; Harry Collins; R. Cord Hall; Steve Huppert; Henry Showalter; Bradford J. Stipes. ABSENT: None.

ADMINISTRATION PRESENT: Town Manager Randy Wingfield; Planning Director Andrew Warren.

WORK SESSION

I. Call to Order

II. Discussions by Mayor and Council Members

A. Presentation regarding Blacksburg Transit.

Council heard a presentation by Transit Director Tom Fox on Blacksburg Transit operations including ridership, funding, and route changes to the Explorer Route and discussed plans and future goals for the bus transit system in Christiansburg including a potential Radford Street and Roanoke Street route.

III. Adjournment

The work session of Council was adjourned at 6:50 p.m.

----- Recess until 7:00 P.M. -----

A REGULAR MEETING OF THE CHRISTIANSBURG TOWN COUNCIL, MONTGOMERY COUNTY, CHRISTIANSBURG, VA. WAS HELD AT CHRISTIANSBURG TOWN HALL, 100 EAST MAIN STREET, CHRISTIANSBURG, VIRGINIA, ON NOVEMBER 28, 2017 AT 7:00 P.M.

COUNCIL MEMBERS PRESENT: Mayor D. Michael Barber; Vice-Mayor Samuel M. Bishop; Harry Collins; R. Cord Hall; Steve Huppert; Henry Showalter; Bradford J. Stipes. ABSENT: None.

ADMINISTRATION PRESENT: Town Manager Randy Wingfield; Clerk of Council Michele Stipes; Town Attorney Theresa Fontana; Director of Public Relations Melissa Demmitt; Finance Director/Treasurer Val Tweedie; Director of Planning Andrew Warren; Director of Public Works Jim Lancianese; Director of Engineering Wayne Nelson; Director of Aquatics Terry Caldwell; Police Chief Mark Sisson; Sergeant Phillip Townley.

I. CALL TO ORDER

- A. Moment of Reflection
- B. Pledge of Allegiance

II. ADJUSTMENT OF THE AGENDA

- A. Councilman Collins made a motion to adjust the agenda to add a Closed Meeting in accordance with Code of Virginia § Section 2.2-3711(A)(7), for consultation with legal counsel regarding Starlight Drive-In Theater. Councilman Showalter seconded the motion and Council voted as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.

III. PUBLIC HEARINGS

- A. Budget Amendment #1 for Fiscal Year 2017-2018.

Councilman Stipes reported that the Finance Committee met with Finance Director Val Tweedie and Town Manager Wingfield to carefully review the details of Budget Amendment #1 submitted by the Finance Department. The Finance Committee, Councilmen Stipes and Showalter, voiced their support for the amendment as it was presented and reviewed. Finance Director Tweedie noted that the Budget Amendment #1 had been provided in the agenda packet, and she called attention to the summary included in the amendment document. She then provided a brief overview of the balance numbers, noting increases and decreases for public information. Ms. Tweedie offered to answer questions of Council. There were no public comments received.

- B. Rezoning Request by John Neel, Gay and Neel, Inc., agent for Sarah Crawford, for Tax Map Nos. 530-(2)-85B, 86A, 87A and Portions of Tax Map No. 530 (A) 1 located on the corner of Glade Drive SE and Curtis Drive SE from A, Agricultural to R-3, Multi-Family Residential. The property is designated as Residential on the Future Land Use Map of the 2013 Christiansburg Comprehensive Plan.

John Neel of Gay and Neel, Inc., addressed Council as representative of the property owner, Sarah Crawford, and the developer of the project, Golden Triangle Development. Mr. Neel explained the request to rezone thirteen acres to R-3 for the purpose of developing as a Planned Housing

Development. The developer has proffered to only construct single-family houses, and is concurrently requesting a Conditional Use Permit to develop under Planned Housing Development guidelines. Mr. Neel presented two development concepts for the thirteen acres and explained the differences that related to storm water management. Gay and Neel is currently working with VDOT on a plan for storm water management, and at this time, it has not been decided which concept would be constructed. Mr. Neel described the layout of the proposed development and noted it would mimic Golden Triangle Development's Senneca Springs neighborhood. The Planning Commission did a site visit as part of its study and voted unanimously to recommend approval with the submitted proffer previously noted. Mr. Neel explained that the three specific concerns from nearby property owners were the rezoning to R-3 Multi-Family Resident, which was addressed with the proffer, the steepness of McDaniel Drive and limited sight-distance at one of the two ingress/egress areas, and the effect additional houses might have on water in the area. Mr. Neel explained possibilities under consideration for addressing and remedying the limitations pertaining to traffic safety, and informed that he had been assured by the Town that water pressure would not be negatively impacted by the development and he described the water lines planned for the neighborhood. Council talked about the traffic concerns on Tower Road and McDaniel Road as they intersect with Roanoke Street, and the anticipated traffic patterns for the proposed development, and Council expressed support for moving forward in mitigating the immediate risks with Tower Road. Councilman Collins, who lives in the area, said a traffic light at Tower Road and Roanoke Street would improve the flow of traffic, and Mr. Neel commented that a traffic light at that intersection was warranted, per VDOT standards, prior to the proposed development. At Council's request, Mr. Neel reviewed the proposed buffer, and plans to address the small portion of the acreage located in Montgomery County. Director of Engineering Wayne Nelson noted that a resolution requesting VDOT funds for a traffic light at Tower Road and Roanoke Street was before Council for approval in tonight's consent agenda, and that the Town would know in the spring if the project would receive funding.

- C. Contingent upon the above request, Conditional Use Permit request by John Neel, Gay and Neel, Inc. for Tax Map Nos. 530-(2)-85B, 86A, 87A and Portions of Tax Map No. 530 (A) 1 located on the corner of Glade Drive SE and Curtis Drive SE for a Planned Housing Development consisting of up to 60 single-family dwellings in the R-3 Multi-Family Residential District. See above comments.

IV. CONSENT AGENDA

- A. Council meeting minutes of November 14, 2017.
- B. Monthly Bills.
- C. Chrisman Mill Road Rail Grade Crossing Revised Project Agreement.
- D. Resolution in Support of the Roanoke Street Sidewalk at Route 460 Bypass Fiscal Year 2019-20 VDOT HSIP BikePed Program Funding Application.
- E. Resolution in Support of Intersection Improvements at Roanoke Street and Tower Road/Hampton Boulevard Fiscal Year 2019-20 VDOT Revenue Sharing Program Funding Application.

- F. Resolution in Support of Hickok Street Improvements Fiscal Year 2019-20 VDOT Revenue Sharing Program Funding Application.
- G. Resolution in Support of Arbor Drive – Peppers Ferry Road, N.E. Fiscal Year 2019-20 VDOT Revenue Sharing Program Funding Application.
- H. Resolution in Support of Downtown Enhancement Project, Phase 3 Fiscal Year 2019-20 VDOT Transportation Alternative Program Funding Application.
- I. Resolution in Support of East Main Street Sidewalk Improvements Fiscal Year 2019-20 VDOT Transportation Alternative Program Funding Application.
- J. Resolution in Support of Huckleberry Trailhead Fiscal Year 2019-20 VDOT Transportation Alternative Program Funding Application.
- K. Resolution in Support of Roanoke Street Sidewalk at Route 460 Bypass Fiscal Year 2019-20 VDOT Transportation Alternative Program Funding Application.

Councilman Hall made a motion to approve the Consent Agenda, seconded by Councilman Huppert. Council voted on the motion as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.

VI. CITIZEN COMMENTS

- A. Stacy Martin, 1480 Turnberry Road, thanked Councilman Hall for his time of service on Town Council, then reported on the recent small business owners meeting with Finance Director Val Tweedie where the group discussed ideas for modifying the Town's procurement policy to allow small businesses to compete with larger businesses. Mr. Martin, a small business owner in Christiansburg, talked about the ways internet shopping was harming small businesses through loss of sales, and he encouraged the Town to take a leading role in educating the public about the detriments of internet buying and its negative impact on the community. In closing, Mr. Martin said he was relieved that the Starlight Drive-In Theater situation had been resolved by the courts, and he asked the Town to issue an apology to Ms. Beasley, owner of the theater, for the situation, and to review its legal counsel. Mayor Barber noted that the Chamber of Commerce was working on initiatives for local governments to stimulate small business sales locally, and he encouraged Council to review the programs and determine which would best address the needs in Christiansburg. Councilman Showalter commented that this would be a great topic of discussion for high school students, and that the high school representatives could provide feedback on how to educate youth on local shopping versus internet shopping. Councilman Collins asked VT student Alexandra Kahl to look into doing a report through school on the effects of internet shopping on small businesses.

VII. INTRODUCTIONS AND PRESENTATIONS

A. Presentation of Resolution Recognizing Todd Walters for his service to the Town of Christiansburg.

Mayor Barber welcomed Todd Walters and announced that he had recently accepted the position of Town Manager for the Town of New Market. Mayor Barber then presented Mr. Walters with a framed copy of a resolution recognizing his 30 years of dedicated service with the Town. Mr. Walters thanked the Town for the recognition.

B. Presentation of the Audit Report for the Fiscal Year Ended June 30, 2017 by Finance Director/Treasurer Val Tweedie. The Comprehensive Annual Financial Report was provided for Council review in the agenda packet.

Finance Director/Treasurer Val Tweedie introduced Scott Wickham of Robinson, Farmer, Cox Association, who performed the Town's FY 2017 annual audit. Ms. Tweedie called attention to the audit report summary, prepared by the Finance Department, that provided a quick, easy to read overview of the comprehensive annual audit report, along with the Compliance Report and Independent Auditors Report. Scott Wickham reviewed the Independent Auditors' Report and provided Council with a detailed overview of the annual audit. He stated that the Town received good scores on all test ratios performed under APA grading system guidelines, and explained deficiencies with regards to Statements of Economic Interest filings, delinquent tax listings, accounting software, and reconciliation of Urban Highway Maintenance Survey. Mr. Wickham congratulated the Finance Department for once again receiving a Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association, for its Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2017. Council briefly discussed the information provided, and thanked Mr. Wickham and Ms. Tweedie for the report. Ms. Tweedie noted that she planned to have information on the Town's health insurance options for Council consideration in February 2018.

VIII. COMMITTEE REPORTS

IX. DISCUSSION BY MAYOR AND COUNCIL

A. Council action on:

1. Conditional Use Permit request by Linda S. McMurray, agent for J & E Inc., for a kennel (animal daycare/overnight boarding) at 569 North Franklin Street in the B-3, General Commercial District. The property is designated as Business/Commercial on the Future Land Use Map of the 2013 Christiansburg Comprehensive Plan. Councilman Hall made a motion to issue the Conditional Use Permit with conditions as recommended by the Planning Commission, seconded by Council Collins. Council voted on the motion as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.
2. Resolution for Budget Modification #1 for FY 2017-2018 Annual Budget. Councilman Stipes made a motion to approve the Resolution for Budget Modification #1 as presented by the Finance Department, seconded by Councilman Showalter. Council voted on the motion as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.

3. Appropriation Resolution for Budget Modification #1 for FY 2017-2018 Annual Budget. Councilman Stipes made a motion to approve the Appropriation Resolution for Budget Modification #1 for FY 2017-2018 Annual Budget as presented by the Finance Department. Councilman Showalter seconded the motion and Council voted as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.
4. Approval of new application for community support. Town Manager Wingfield noted that the revised application for community support had been included in the agenda packet for Council information, and he reviewed with Council the revisions made to the request form. Councilman Showalter made a motion to approve the application form as presented, seconded by Councilman Collins. Council voted on the motion as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.

B. Recommendation for appointment to the Christiansburg Board of Zoning Appeals.

Mayor Barber suggested Council consider recommending former council member Jim Vanhoozier to fill the unexpired term of Tacy Newell, and announced that Ernie Wade's 4-year term on the BZA had expired on August 31, 2017. Both men have expressed a willingness to serve on the BZA. On motion by councilman Hall, seconded by Councilman Showalter, Council voted to recommend Jim Vanhoozier to serve the unexpired term on the BZA as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye. On motion by Councilman Hall, seconded by Councilman Showalter, Council voted as follows to recommend appointing Ernie Wade to serve another 4-year term on the BZA: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.

X. STAFF REPORTS

- A. Town Manager Wingfield:
 - Council agreed to donate \$100.00 to the Fire Department in memory of Chief Billy Hanks mother-in-law, who passed last week. Council further agreed to donate \$100.00 to the Rescue Squad in memory of Chief Joe Coyle's mother, who passed away this morning. Both donations would be in lieu of flowers.
 - A joint work session of Council and the Recreation Advisory Commission was scheduled for December 12, 2017 at 5:00 P.M.
- B. Town Attorney:
- C. Other Staff:

XI. COUNCIL REPORTS

- A. Councilman Hall thanked Val Tweedie and Scott Wickham for the annual audit report, and invited all to attend the Recreation Advisory Commission meeting on December 4.
- B. Councilman Bishop – No report.

- C. Councilman Collins thanked Public Works crews for the downtown and Cambria Christmas decorations, then noted that he supported increasing the number of members serving on the Planning Commission. It was noted that Planning Commission membership would be advertised in December.
- D. Councilman Huppert thanked John Neel for the presentation on the Public Hearing for the rezoning request for property located on the corner of Glade Drive and Curtis Drive, which clarified the reason for the request for R-3 Multi-Family zoning, and called attention to plans for improving traffic flow in the area.
- E. Councilman Showalter reported on the recent NRV Regional Commission meeting, noting that attendees heard a presentation from Virginia Tech on the regional Master Plan and plans for a transportation hub. NRV Regional Commission is now online, and Councilman Showalter encouraged all to visit the website. In closing, he asked Director of Public Works Jim Lancianese to pass along his gratitude for the crews that came out on Thanksgiving Day to repair a waterline break on Overland Drive.
- F. Councilman Stipes issued an apology to Councilman Bishop, other members of Council and the community, for any offense during discussions regarding financial support for the Chamber of Commerce dinner at the last council meeting. Mr. Stipes said it was not his intention to overlook or undermine the importance of the Freedom Fund Banquet and voiced his support for future financial support for both organizations' annual fundraiser dinners.
- G. Mayor Barber reported that the annual Christmas parade was scheduled for December 8, with a tree lighting, Farmers' Market, and carolers from Ignite. Also, the Town has been invited to an open house at Christiansburg Community Center on December 3 from 2:00 P.M. to 4:00 P.M., to celebrate its newly remodeled main room at the Old Hill School.

XII. CLOSED MEETING:

- A. Councilman Bishop made a motion to enter into a Closed Meeting in accordance with Code of Virginia § Section 2.2-3711(A)(5), for discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community. The Closed Meeting was held to discuss an economic development prospect. Councilman Collins seconded the motion and Council voted as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.

Councilman Bishop made a motion to enter into a Closed Meeting in accordance with Code of Virginia § Section 2.2-3711(A)(7), for consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body; and consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel. For the purposes of this subdivision, "probable litigation" means litigation that has been specifically threatened or on which the public body or its legal counsel has a reasonable basis to believe will be commenced by or against a known party. Nothing in this subdivision shall be construed to permit the closure of a meeting merely because an attorney representing the public body is in attendance or is consulted on a matter. The Closed Meeting pertained to Starlight Drive-In Theater.

- B. Reconvene in Open Meeting. Councilman Bishop made a motion to reconvene in Open Meeting, seconded by Councilman Stipes. Council voted on the motion as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.
- C. Certification. Councilman Bishop moved to certify that the Town Council of the Town of Christiansburg, meeting in Closed Meeting, to the best of each member's knowledge, discussed only the matters lawfully exempt from open meeting requirements by Virginia Law and only such matters as are identified in the Resolution to enter into Closed Meeting. The motion was seconded by Councilman Stipes and Council voted as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes - Aye.
- D. Council action on the matters. No action was taken by Council.

XIII. ADJOURN

There being no further business to bring before Council, Mayor Barber adjourned the meeting at 9:30 P.M.

Michele Stipes, Clerk of Council

D. Michael Barber, Mayor

TOWN OF CHRISTIANSBURG

Established November 10, 1792

Incorporated January 7, 1833



RESOLUTION RECOGNIZING KAREN WALTERS FOR HER SERVICE TO THE TOWN

WHEREAS, Karen Walters began working for the Town of Christiansburg in the Town's Finance Department on November 19, 1984; and,

WHEREAS, Karen Walters left employment with the Town of Christiansburg as Human Resource Generalist on November 30, 2017; and,

WHEREAS, Karen Walters illustrated great knowledge of human resources, insurance and benefits practices in her time with the Town; and,

WHEREAS, Karen Walter also displayed leadership, intelligence, vision, work ethic, integrity and a great disposition in dealing with staff and the public; and,

WHEREAS, Town Council and Town staff deeply appreciate Karen Walters' efforts for the Town and her going above and beyond in her service; and,

WHEREAS, Town Council and Town staff wish Karen Walters well in her retirement. We know she will continue to provide quality service and we wish her well in her future endeavors.

NOW, THEREFORE BE IT RESOLVED, that Christiansburg Town Council, meeting in regular session on December 12, 2017, formally recognizes and commends Karen Walters for her over 33 years of service to the Town of Christiansburg.

AYE

NAY

ABSTAIN

ABSENT

Samuel M. Bishop

Harry Collins

R. Cord Hall

Steve Huppert

Henry D. Showalter

Bradford J. Stipes

D. Michael Barber, Mayor*

*Votes only in the event of a tie.



**TOWN OF CHRISTIANSBURG
TOWN COUNCIL
AGENDA COVER SHEET**

AGENDA LOCATION:
Consent Agenda

Meeting Date:
December 12, 2017

ITEM TITLE:
Purchasing Policy

DESCRIPTION: POTENTIAL ACTION:
Approval of the updated Purchasing Policy

DEPARTMENT:
Administration/Finance

PRESENTER:
Val Tweedie

ITEM HISTORY:

Recently there was a change in federal law that changed the reference to the procurement policies to be used in the event the purchase is being made with Federal Funds. The content of the policies did not change but is now embodied in the Code of Federal Regulations rather than regulations put forth by the OMB (Office of Management and Budget). The attached updated policy changes the references within our policy and contains a new Appendix A which is the Title 2 of the Code of Federal Regulations, Part 200 [2 CFR 200.317-326].

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.

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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.

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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 2 of the Code of Federal Regulations, Part 200 [2 CFR 200.317-326]. 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 2 of the Code of Federal Regulations, Part 200 [2 CFR 200.317-326]** as may be applicable. **Title 2 of the Code of Federal Regulations, Part 200 [2 CFR 200.317-326]. See Exhibit A attached hereto.**

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 2 of the applicable Code of Federal Regulations, Part 200 [2 CFR 200.317-326]** 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.

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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-Amending Authority.

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

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 supplementary conditions and appropriate provisions of Virginia Code and/or federal regulations including, but not limited to, **Title 2 of the Code of Federal Regulations, Part 200 [2 CFR 200.317-326]**, as approved by the Town Attorney, 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 ~~\$100,150~~,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 Procedure.

1. Goods and services, other than professional services and non-transportation related construction, if the aggregate or the sum of all phases is not expected to exceed One Hundred Thousand Dollars (\$100,000) may be awarded in accordance with procedures as follows:

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. Procedures may be established for the use of unsealed Bids or Requests for Proposals for goods and non-professional services when the estimated total cost of the goods or services is less than \$100,000.
- f. Nothing in this section shall preclude requiring more stringent procedures for purchases made under the small purchase method.

2. For transportation-related construction, if the aggregate or sum of all phases is not expected to exceed \$25,000, the following procedure may be used:

- a. Where the estimated total cost of the transportation-related construction is \$10,000 or greater but less than \$25,000 the purchase may be made after soliciting a minimum of three (3) written quotations.

- b. Where the estimated total cost of the transportation-related construction is less than \$10,000 the purchase 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 quote when practical.
- 3. Procurement of professional services, where the aggregate or sum of all phases is not expected to exceed \$60,000, may be made as follows:
 - a. Where the estimated total cost of the professional service is \$10,000 or greater but less than \$60,000 the purchase may be made after seeking informal proposals from not less than two (2) firms.
 - b. Where the estimated total cost of the professional service is less than \$10,000, the purchase may be made upon receipt of one (1) proposal.

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 2 of the Code of Federal Regulations, Part 200 [2 CFR 200.317-326]**. 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.

TOWN OF CHRISTIANSBURG PURCHASING POLICY
EXHIBIT A

2 CFR 200.110 thru 2 CFR 200.326

§ 200.317 Procurements by states.

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with § 200.322 Procurement of recovered *materials* and ensure that every purchase order or other contract includes any clauses required by section§ 200.326 Contract provisions. All other non-Federal entities, including sub recipients of a state, will follow §§ 200.318 General procurement standards through 200.326 Contract provisions.

§ 200.318 General procurement standards.

(a) The non-Federal entity must use its own documented 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.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent

company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

- (d) The non-Federal entity's procedures must avoid acquisition 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.
- (e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
- (f) The non-Federal entity is 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.
- (g) The non-Federal entity is 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.
- (h) The non-Federal entity must award contracts 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.
- (i) The non-Federal entity must maintain records sufficient to detail the history of 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.
- (j)(1) The non-Federal entity may use time and material type contracts only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and material type contract means a contract whose cost to a non-Federal entity is the sum of:
 - (i) The actual cost of materials; and
 - (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
- (2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract

must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must 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 non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

§ 200.319 Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals must be excluded from competing for such procurements.

Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed 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 criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must 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, must 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 equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must 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, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

§ 200.320 Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$3,000 (or \$2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micropurchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) 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. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) 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 paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) 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.

(2) If sealed bids are used, the following requirements apply:

- (i) The invitation for bids will be publicly advertised and bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids;
- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids will be publicly opened at the time and place prescribed in the invitation for bids;
- (iv) 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 must 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
- (v) Any or all bids may be rejected if there is a sound documented reason.

(d) 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:

- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (2) Proposals must be solicited from an adequate number of qualified sources;
- (3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (5) The non-Federal entity 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.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

§ 200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§ 200.323 Contract cost and price.

- (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
- (b) The non-Federal entity must 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 must 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.
- (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
- (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§ 200.324 Federal awarding agency or pass-through entity review.

- (a) The non-Federal entity must make available, upon request of the Federal awarding agency or passthrough entity, technical specifications on proposed procurements where the Federal awarding agency or passthrough entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review

accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

- (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
- (2) 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;
- (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
- (4) The proposed contract 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
- (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

- (1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;
- (2) The non-Federal entity may self certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§ 200.325 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass through entity has made a determination that the Federal interest

is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must 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 the bid, execute such contractual documents as may be required within the time specified.
- (b) 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.
- (c) 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.

§ 200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200— Contract Provisions for non-Federal Entity Contracts Under Federal Awards.



**TOWN OF CHRISTIANSBURG
TOWN COUNCIL
AGENDA COVER SHEET**

AGENDA LOCATION:
CONSENT

Meeting Date:
DECEMBER 12, 2017

ITEM TITLE:
Quin W. Stuart Boulevard Intersection Improvement Project Notice of Award

DESCRIPTION:
Notice of Award for the Quin W. Stuart Boulevard Intersection Improvement Project to DCI / Shires, Inc. in the amount of \$551,806.00. This construction contract provides traffic signals, pedestrian signals, crosswalks, a median pedestrian refuge, line striping and improved street lighting for the intersection.

POTENTIAL ACTION:
Approval of the Notice of Award and authorize the Interim Town Manager to enter into a construction contract on behalf of the Town with DCI / Shires, Inc. for the amount of \$551,806.00, contract form subject to approval by the Town Attorney.

DEPARTMENT:
Engineering

PRESENTER:
Wayne Nelson, Engineering Director

ITEM HISTORY:
This work is being funded by the Town, a private funding source and the Virginia Department of Transportation Revenue Sharing funding program (50/50). The signalization of this intersection has been a request of citizens since the Route 114 construction project began. The signal warrant for this intersection was not met when initially studied. However, with the pending apartment construction and the resulting additional traffic, the traffic volume generated warrants the signal. This traffic signal system on Route 114 will serve Quin W. Stuart Boulevard and the future Connector Road.

Date: **Action Taken:**

Information Provided:

1. Cover Sheet
2. Bid Summary Sheet
3. Engineer's Recommendation Letter
4. Notice of Award

Project Cost Analysis
QUIN W. STUART BLVD TRAFFIC SIGNAL DESIGN
CHRISTIANSBURG, VIRGINIA
VDOT Project #: U000-154-R20
UPC #: 108863

JN: 20170103
Bids Opened 30 November 2017

BASE BID				Engineer's Estimate		DCI Shires	
ITEM	ITEM DESCRIPTION	QTY.	UNITS	UNIT PRICE	ITEM COST	UNIT PRICE	ITEM COST
100	MOBILIZATION	1	LS	\$ 40,880.06	\$ 40,880.06	\$ 44,000.00	\$ 44,000.00
101	CONSTRUCTION SURVEY	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00
110	CLEARING & GRUBBING	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 1,250.00	\$ 1,250.00
126	EARTHWORK	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 5,500.00	\$ 5,500.00
12020	STD. CURB CG-2	8	LF	\$ 54.00	\$ 432.00	\$ 80.00	\$ 640.00
12600	STD. COMB. CURB & GUTTER CG-6	16	LF	\$ 67.50	\$ 1,080.00	\$ 125.00	\$ 2,000.00
13108	CG-12 DETECTABLE WARNING SURFACE	4	SY	\$ 324.69	\$ 1,298.76	\$ 1,350.00	\$ 5,400.00
13220	HYDRAULIC CEMENT CONC. SIDEWALK 4"	32	SY	\$ 121.25	\$ 3,880.00	\$ 165.00	\$ 5,280.00
14100	REMOVAL OF SIDEWALK AND ENTRANCE	26	SY	\$ 136.63	\$ 3,552.38	\$ 365.00	\$ 9,490.00
14120	REMOVAL OF COMB. CURB AND GUTTER	39	LF	\$ 127.81	\$ 4,984.59	\$ 120.00	\$ 4,680.00
15505	VIDEO DETECTION SYSTEM	1	EA	\$ 18,000.00	\$ 18,000.00	\$ 21,000.00	\$ 21,000.00
27100	PERMANENT SEEDING	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00
27461	INLET PROTECTION, TYPE B	3	EA	\$ 250.00	\$ 750.00	\$ 250.00	\$ 750.00
27505	TEMP. SILT FENCE	134	LF	\$ 2.99	\$ 400.66	\$ 9.00	\$ 1,206.00
50108	SIGN PANEL	59	SF	\$ 75.00	\$ 4,425.00	\$ 100.00	\$ 5,900.00
51030	CONTROLLER	1	EA	\$ 20,000.00	\$ 20,000.00	\$ 17,000.00	\$ 17,000.00
51170	ELECTRICAL SERVICE SE-5	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00	\$ 6,000.00
51184	TRAFFIC SIGNAL HEAD SECTIONS 12" LED	37	EA	\$ 500.00	\$ 18,500.00	\$ 360.00	\$ 13,320.00
51198	PEDESTRIAN ACTUATION PA-2	8	EA	\$ 151.75	\$ 1,214.00	\$ 230.00	\$ 1,840.00
51208	PEDESTAL POLE PF-2 8'	2	EA	\$ 700.00	\$ 1,400.00	\$ 1,050.00	\$ 2,100.00
51238	CONCRETE FOUNDATION SIGNAL POLE PF-8	69	CY	\$ 1,266.44	\$ 87,384.36	\$ 2,000.00	\$ 138,000.00
51240	CONCRETE FOUNDATION PF-2	2	EA	\$ 524.53	\$ 1,049.06	\$ 1,150.00	\$ 2,300.00
51248	CONCRETE FOUNDATION CF-4	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 3,000.00	\$ 3,000.00
51475	SIGNAL POLE MP-3, TYPE A COMB. LUMIN.	4	EA	\$ 12,000.00	\$ 48,000.00	\$ 11,750.00	\$ 47,000.00
51487	MAST ARM 49"	4	EA	\$ 16,243.13	\$ 64,972.52	\$ 4,600.00	\$ 18,400.00
51507	VIDEO DETECTION CAMERA (SYSTEM)	1	EA	\$ 23,000.00	\$ 23,000.00	\$ 4,500.00	\$ 4,500.00
51508	VIDEO DETECTION CABLE (PER MANUFACTU	1,459	LF	\$ 1.32	\$ 1,925.88	\$ 6.00	\$ 8,754.00
51520	EVP DETECTION SYSTEM TY IV	1	EA	\$ 5,500.00	\$ 5,500.00	\$ 7,000.00	\$ 7,000.00
51525	EVP DETECTION CABLE	1,389	LF	\$ 1.74	\$ 2,416.86	\$ 4.50	\$ 6,250.50
51600	14/2 CONDUCTOR CABLE	1,369	LF	\$ 1.79	\$ 2,450.51	\$ 4.00	\$ 5,476.00
51603	14/5 CONDUCTOR CABLE	2,752	LF	\$ 2.25	\$ 6,192.00	\$ 7.00	\$ 19,264.00
51607	14/7 CONDUCTOR CABLE	432	LF	\$ 2.29	\$ 989.28	\$ 5.00	\$ 2,160.00
51830	HANGER ASSEMBLY SM-3, ONE WAY	11	EA	\$ 425.00	\$ 4,675.00	\$ 450.00	\$ 4,950.00
51993	UNINTERRUPTIBLE POWER SUPPLY TYPE 1	1	EA	\$ 5,645.00	\$ 5,645.00	\$ 6,000.00	\$ 6,000.00
51995	UNINTERRUPTIBLE POWER SUPPLY BATTER	1	EA	\$ 3,026.25	\$ 3,026.25	\$ 3,200.00	\$ 3,200.00
51996	UNINTERRUPTIBLE POWER SUPPLY CABINET	1	EA	\$ 3,168.75	\$ 3,168.75	\$ 3,500.00	\$ 3,500.00
52002	PEDESTRIAN PUSH BUTTON	4	EA	\$ 1,150.00	\$ 4,600.00	\$ 250.00	\$ 1,000.00
52403	PEDESTRIAN SIGNAL HEAD SP-8	8	EA	\$ 908.53	\$ 7,268.24	\$ 900.00	\$ 7,200.00
54034	TYPE B CLASS I PVMT LINE MRKG 6"	94	LF	\$ 2.25	\$ 211.50	\$ 6.00	\$ 564.00
54040	TYPE B CLASS I PVMT LINE MRKG 12"	445	LF	\$ 5.50	\$ 2,447.50	\$ 8.00	\$ 3,560.00
54042	TYPE B CLASS I PVMT LINE MRKG 24"	113	LF	\$ 8.25	\$ 932.25	\$ 19.00	\$ 2,147.00
54200	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 22,500.00	\$ 22,500.00
55100	10 CONDUCTOR CABLE	1,367	LF	\$ 1.50	\$ 2,050.50	\$ 4.50	\$ 6,151.50
55504	LUMINAIRE 400 WATT H.P.S.	4	EA	\$ 999.75	\$ 3,999.00	\$ 550.00	\$ 2,200.00
55587	JUNCTION BOX JB-S2	7	EA	\$ 1,216.36	\$ 8,514.52	\$ 1,750.00	\$ 12,250.00
55588	JUNCTION BOX JB-S3	1	EA	\$ 1,266.36	\$ 1,266.36	\$ 2,200.00	\$ 2,200.00
56050	BORED CONDUIT 2"	648	LF	\$ 22.00	\$ 14,256.00	\$ 26.00	\$ 16,848.00
56051	BORED CONDUIT 3"	740	LF	\$ 26.00	\$ 19,240.00	\$ 37.00	\$ 27,380.00
56054	3" PVC CONDUIT	713	LF	\$ 3.93	\$ 2,802.09	\$ 15.00	\$ 10,695.00
56205	TEST BORE	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
TOTAL BASE BID				\$ 519,280.88	\$ 551,806.00		
AS READ BASE BID				\$	\$ 551,806.00		

DOCUMENT 00 51 00 - NOTICE OF AWARD

Project: Quin W. Stuart Blvd. Traffic Signal

Owner: Town of Christiansburg	Owner's Contract No.: 02080
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Contract: Quin W. Stuart Blvd. Traffic Signal	Engineer's Project No.: 20170103
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Bidder: DCI Shires, Inc.

Bidder's Address: *[send Notice of Award Certified Mail, Return Receipt Requested]*

2980 Big Laurel Hwy, Suite 7B

Bluefield, WV 24701

You are notified that your Bid dated 30 November 2017 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Base Bid.

The Contract Price of your Contract is Five hundred Fifty-One thousand Eight hundred Six Dollars (\$551,806).

3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

3 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [3] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:
Required Insurance Documentation per Document 00 73 00 – Supplementary Conditions Section SC-5.04

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner: Town of Christiansburg

Authorized Signature

By: _____

Title: _____

Date: _____

Copy to Engineer

EJCDC C-510 Notice of Award

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.
t:\towncouncil\council agenda packets\agenda packets 2017\12-12-2017 council agenda packet\quin w. stuart signal construction contract notice of award\20170103_noa_2017_1208_notice_of_award.docx

Notice of Award

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December 01, 2017

Jessie Nester, P.E.
Assistant Director of Engineering
100 East Main Street
Christiansburg, Virginia 24073

HURT & PROFFITT
INCORPORATED

Re: Quin W Stuart Blvd. Traffic Signal
VDOT#: U000-154-R20
UPC#: 108863
H&P JN: 20170103

Dear Mr. Nester:

Enclosed please find a copy of the required items for review and approval of the subject project. The Town will need to approve this bid prior to formally awarding the contract to the low bidder for the Quin W. Stuart Blvd. Traffic Signal. One copy of these documents is for your records.

We recommend award of the referenced contract to DCI Shires, Inc., who submitted the lowest responsible, responsive bid in the amount of

BASE BID \$ 551,806

The latest engineer's construction cost estimate dated November 30, 2017 reflected \$519,280.88 for the Base Bid which is 6.2% under the low bid.

Enclosed please find the following:

1. Bid Tabulation with all bids received and Engineer's Estimate.
2. As-Read Bid Results and sign-in sheet.
3. A copy of the DCI Shires, Inc. Low Bid Package including the bid form and the required Bid documents.
4. Copies of business licensing searches performed by Hurt & Proffitt.

Bids for the project were received prior to 2:00 PM on November 30, 2017 by the Town of Christiansburg located at 100 East Main St. in Christiansburg, Virginia. The received bids were opened shortly after 2:00 PM in the Town offices and read aloud by Mrs. Kim Widrig with the Town of Christiansburg. One bid was submitted by DCI Shires, Inc. We believe this bid to be responsible and responsive based on the engineer's estimate.

DCI Shires' mailing address is:

2980 Big Laurel Highway, Suite 7B
Bluefield WV 24701

Mr. Jessie Nester

December 01, 2017



We have verified the Prime Contractor's license (# 2705054209). DCI Shires has one complaint against them which was addressed in 2011. I have attached the documentation. It does not affect their ability to be awarded this contract or to complete the work. If you have any questions or concerns, or wish to discuss this more in detail, please feel free to give me a call at 540-552-5592.

Sincerely,

HURT & PROFFITT, INC.

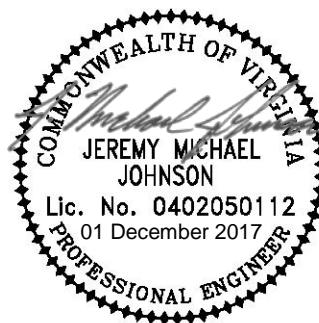
A handwritten signature of J. Michael Johnson.

J. Michael Johnson, PE
Project Manager

JMJ/

Enclosures

CC





**TOWN OF CHRISTIANSBURG
TOWN COUNCIL
AGENDA COVER SHEET**

AGENDA LOCATION:
PRESENTATION/DISCUSSION AND ACTION

Meeting Date:
December 12, 2017

DESCRIPTION:
Christy Straight, Regional Planner II, New River Valley Regional Commission will provide a presentation for the New River Valley Hazard Mitigation Plan, Update 2017. This plan has been submitted to FEMA and is pending approval based on the acceptance by all localities within the New River Valley. Town Planning Staff participated on the steering committee over the last year and valuable information and direction was provided by other Town departments such as the Fire and Engineering Departments.

There were five public input meetings held across the region this past spring including one in Christiansburg at the Montgomery County Government Center. The full plan can be found on the regional commission's web site at [http://nrvc.org/hazardmitigation/..](http://nrvc.org/hazardmitigation/)

Council is asked to review and take action on the attached resolution during the "Discussion and Action" portion of the meeting.

POTENTIAL ACTION:
Council Discussion and Action

DEPARTMENT(S):
Planning Department

PRESENTERS
Andrew Warren, Planning Director
Christy Straight, Regional Planner II, NRVRC

Information Provided:
Consumer Version of Plan
Christiansburg page of Plan
Draft Resolution to Adopt Plan



**TOWN OF CHRISTIANSBURG
TOWN COUNCIL
AGENDA COVER SHEET**

AGENDA LOCATION:

PRESENTATION and
DISCUSSION AND ACTION BY MAYOR AND COUNCIL

Meeting Date:
DECEMBER 12, 2017

ITEM TITLE:

Cambria Street Intersection and North Franklin Street Corridor Improvement Project Major Design Features Presentation and Approval

DESCRIPTION:

The Cambria Street Intersection and North Franklin Street Corridor Improvement project design being presented incorporates Design Public Hearing comments relevant to the major design features of the project. Council approval is need to advance the project to the right-of-way acquisition and final design phase.

POTENTIAL ACTION:

Council approval of the major design features of the Cambria Street Intersection and North Franklin Street Improvement project as presented.

DEPARTMENT:

Engineering

PRESENTER:

Wayne Nelson, Engineering Director

ITEM HISTORY:

Town Council approved the Engineering Design Contract on December 13, 2016 with McCormick Taylor. On November 16, 2017, a Design Public Hearing was held at the Christiansburg Town Hall where the 60% design drawings were presented to the public for comment and input. Comments have been received, replies to those comments have been documented and is included in the Public Hearing Transcript.

Date:

DECEMBER 12, 2017

Action Taken:

Information Provided:

Cover Sheet

Map of Corridor Improvements:

<https://christiansburg.box.com/s/n9eozmbt247f9n9dyhuvveyhvukwp8p2>

Design Public Hearing Transcript:

<https://christiansburg.box.com/s/kuw0crhspq88ue7x34cmmku3n1e7f31d>



**TOWN OF CHRISTIANSBURG
TOWN COUNCIL
AGENDA COVER SHEET**

AGENDA LOCATION:
DISCUSSION AND ACTION

Meeting Date:
December 12, 2017

ITEM TITLES:

- 1) Rezone from A, Agricultural to R-3, Multi-Family Residential with two proffered conditions.
- 2) Conditional Use Permit for a Planned Housing Development in the R-3, Multi-Family Residential District.

DESCRIPTION:

The public hearing was held on November 28th. The final ordinance and signed proffer statement are provided with this packet for Council's consideration on Tuesday.

POTENTIAL ACTION:

Council Discussion and Action

DEPARTMENT(S):
Planning Department

PRESENTER
Andrew Warren, Planning Director

Information Provided:

Draft Ordinance
Signed Proffer Statement

**AN ORDINANCE
TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF
CHRISTIANBURG, VIRGINIA, TO REZONE A PORTION OF THE PROPERTY
IDENTIFIED AS TAX MAP NUMBER 530-2-87 A 1 FROM A TO R-3**

WHEREAS, Sarah Crawford, owner of property located on Tax Map Number 530-(2)-87A 1 [Parcel ID 01937] consisting of a 13.071 acre portion, more or less, in the Town of Christiansburg, Shawsville Magisterial District of Montgomery County, Virginia, through her Agent, John Neel, Gay and Neel, Inc. from A, Agricultural to R-3, Multi-Family Residential with proffers.

WHEREAS, a public hearing before the Planning Commission of the Town of Christiansburg was held October 30, 2017, following advertisement (October 14, 2017 and October 21, 2017) in The News Messenger, a newspaper published in and having general circulation in the Town of Christiansburg, and written notice provided to property owners pursuant to Virginia Code § 15.2-2204; and,

WHEREAS, the Planning Commission recommended that an ordinance granting the rezoning with proffers be adopted; and,

WHEREAS, a public hearing before the Town Council was held November 28, 2017, following advertisement (November 15, 2017 and November 22, 2017) in The News Messenger; and,

WHEREAS, the Council of the Town of Christiansburg, Virginia, having considered the request and citizen comments, both for and against the rezoning, hereby determines that the public necessity, convenience, general welfare, and good zoning practices supports the request for changing the zoning classification of the 13.071 acres from A, Agricultural to R-3, Multi-Family Residential with proffers;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Town of Christiansburg that the 13.071 acres identified herein be and is hereby changed from the zoning designation of A, Agricultural to R-3, Multi-Family Residential with the following proffers included in this rezoning and no others:

1. The owner/developer shall propose and construct only single-family detached residential homes within the subject property.
2. A Boundary Line Adjustment between the Town of Christiansburg and Montgomery County necessary to incorporate the entirety of Tax Map Number 530-(2)-87A 1 [Parcel ID 019137] into the Town of Christiansburg Town limits shall be prepared and submitted for approval of the Town Council and the Montgomery County Board of Supervisors, with all costs associated with the Boundary Line Adjustment burdened by the owner/developer.

BE IT FURTHER ORDAINED that the Official Zoning Map of the Town be amended to reflect

this rezoning, this the ____ day of _____ 2017.

Upon a call for an aye and nay vote on the foregoing ordinance, 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>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
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Mayor D. Michael Barber*

Samuel M. Bishop

Harry Collins

Cord Hall

Steve Huppert

Henry Showalter

Bradford J. "Brad" Stipes

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

A True Copy Test:

D. Michael Barber, Mayor

Michele M. Stipes, Clerk of Council

Smith/Teel Property Rezoning
Proffer Statement

December 6th, 2017

Proffer Statement for a requested rezoning application for a 13.071 acre portion of Tax Parcel 530-(2) - 87A 1 [Parcel ID 01937] located on the corner of Glade Drive S.E. and Curtis Drive S.E.

Pursuant to Town of Christiansburg Code Section 42-12(b), the owner hereby voluntarily proffers that this property will be developed in accordance with the following conditions if and only if, approval of the proposed rezoning is granted. These proffers will be included in all future transactions of the property to all owners, their successors and assigns.

We hereby proffer the development of the subject property of this application in strict accordance with the conditions set forth in this submission.

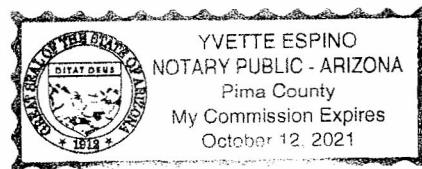
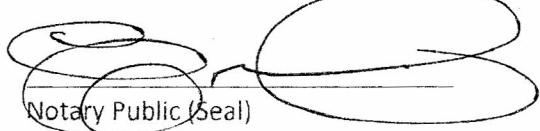
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Owner

Sarah Crawford
Sarah Crawford

State of Arizona
County of Pima

The foregoing instrument was acknowledged before me this 7 day of December



My commission expires 10/12/2021



NEW RIVER VALLEY

HAZARD MITIGATION PLAN

Update 2017

FEMA Approved Pending Adoption
November 1, 2017

Funding provided by:



FEMA



Directed by:
the New River Valley
Hazard Mitigation
Steering Committee

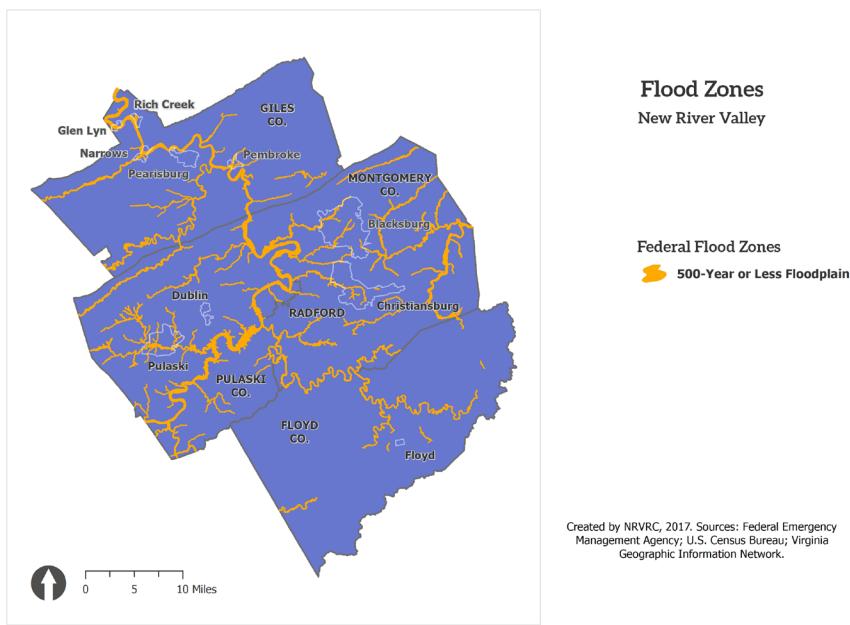
Prepared by:
the New River Valley
Regional Commission

Floyd County
Giles County
Montgomery County
Pulaski County
Radford City
Town of Blacksburg
Town of Christiansburg
Town of Narrows
Town of Pearisburg
Town of Pembroke
Town of Pulaski
Town of Rich Creek

Relative Risk of Regional Natural Hazards

High	Medium	Low
Freezing Temperatures High Winds Flooding	Snowfall Human-caused Drought Ice Storms Wildfire	Karst Landslide Tornado Earthquake Rockfall

NRV's Flooding Risk



NWS Blacksburg noted a tropical moisture plume in the region in fall 2015 as one of its top five weather and climate events of the year. Flooding from a tropical moisture plume on September 28th through October 1st occurred from significant rain that fell in a 6-day period. At least 24 homes were completely destroyed along the Little River basin in Floyd County. Up to \$10 million damage occurred in Floyd, Patrick, and Montgomery counties alone. Floyd County officials described it as one of the worst natural disasters in recent memory there.

The most significant flood history and risks in Pulaski County exist in and around the Town of Pulaski. In the last 90 years, the town has experienced at least 11 100-year floods, plus a 500-year flood in 1929. Based on the frequency of 100+-year floods in the last century, there is a 10-13% chance every year that the town will experience this level of flooding, rather than the anticipated 0.2-1% chance anticipated.

100-year Flood Zone Area

Locality	Flood zone Area (sq. mi)	Total Area (sq. mi)	% of Total
Floyd	7.39	381.78	1.94%
Giles	11.92	360.38	3.31%
Montgomery	11.37	388.72	2.92%
Pulaski	15.36	329.57	4.66%
Radford	0.84	10.21	8.22%
NRVRC Total	46.87	1470.66	3.19%



Selection of Proposed Regional Mitigation Projects

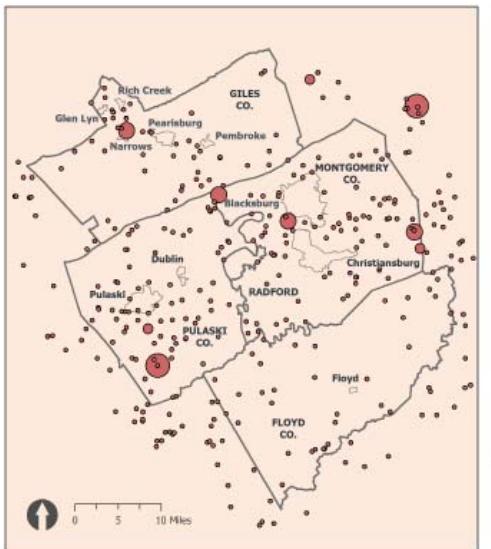
Project	Hazard(s) mitigated
Additional hazard, risk, damage and scientific data points Drought	Flooding, Geologic, Wildfire,
Regional Water Supply Planning	Drought, Wildfire
Create all hazards educational materials	All natural and human-caused
Develop a regional strategy for participation in "Turn Around, Don't Drown"	Flooding
Wildfire prevention and mitigation such as Firewise training at more woodland home communities, creating defensible space, hazardous fuels reduction, and ignition resistant retrofitting	Wildfire
Acquisition and demolition, acquisition and relocation, retrofitting, elevation, floodproofing, mitigation reconstruction of NFIP defined SRL properties, or other mitigation for properties in flood-prone areas	Flooding
Obtain and install VDOT high water area signage with flood-gauge markers	Flooding

The above is a sample of regional projects developed by the steering committee and working groups. Local mitigation projects are included in Chapter 6 of the complete plan. The 2017 plan is available at <http://nrvrc.org/hazardmitigation/>.

Hazard Mitigation & Natural Disasters

When a major natural event strikes, it is often described as a natural disaster. Natural disasters and their aftermath have long affected humans and the built environment. Pre-disaster hazard mitigation is about preventing or minimizing the physical, financial, and human impacts of natural disasters. The Federal Emergency Management Agency (FEMA) describes hazard mitigation as "sustained actions taken to reduce or eliminate long-term risk from hazards and their effects."

The New River Valley Hazard Mitigation Plan 2017 includes the best available data and analysis for the hazard identification and risk assessment used to determine mitigation strategies. Participating local governments (Floyd, Giles, Montgomery, and Pulaski Counties, City of Radford, and the Towns of Blacksburg, Christiansburg, Glen Lyn, Narrows, Pearisburg, Pembroke, Pulaski, and Rich Creek) have completed mitigation projects and identified potential projects to address the natural hazards they face. This plan focuses primarily on natural hazards: flooding, drought, wildfire, landslides, karst, rockfall, earthquake, winter weather, winds, and severe weather.

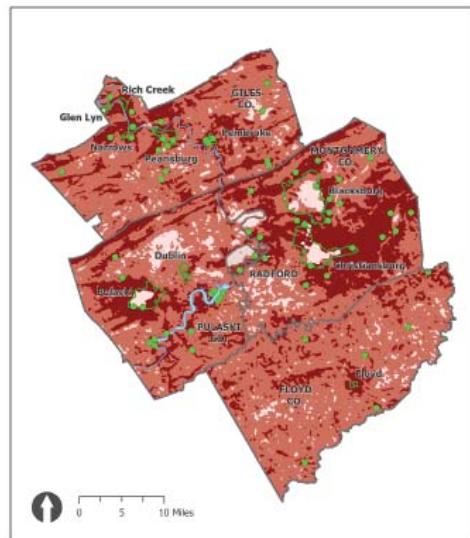


Wildfire

The greatest number of fires occur in February, March, April and May. This period is known as Spring Fire Season. Fall Fire Season in October, November and December. Human populations can also affect wildfire risk, as most of reported wildfires in Virginia were started by humans through arson, smokers, campfires, equipment use, and debris burning. Despite this, urban areas were considered to have a much lower risk of wildfires than rural areas.

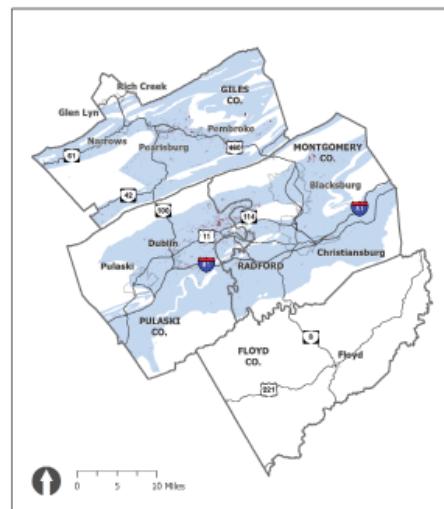
Special Hazard Areas

The wildland-urban interface tends to be especially vulnerable to wildfire risks. DOF identified Woodland Home Communities where this interface could potentially put numerous homes and lives at risk during a wildfire. These communities are identified on the adjacent map as part of the existing wildfire mitigation and response. In identifying the woodland home communities, DOF also prioritized these communities and their risk and has begun outreach efforts with those at the most risk of severe impacts from wildfires.



Karst Geology

The distribution of karst-forming bedrock throughout the NRVRC area is shown on the adjacent map. Of note is the fact that Floyd County has no karst-forming bedrock formations. The county is underlain by igneous rocks do not lend themselves to karst and the formation of sinkholes.





Town of Christiansburg Proposed Mitigation Projects

Project	Hazard(s) mitigated
Park Street Sidewalk and Storm Drain Project - Phase 2	Flooding
Church, Rigby, Ellett Drainage Improvements	Flooding
Downtown Drainage Improvements - West Main Street	Flooding
Downtown Drainage Improvements - North Franklin Street Project	Flooding
Hans Meadow Drainage Improvements - Phase 2	Flooding
Home acquisition	Flooding
Undergrounding utilities	Wildfire, wind, winter weather
Monitor and update the Town's zoning ordinance as needed to reflect any change in NFIP standards	Flooding

Completed Mitigation Projects

Project	Hazard(s) mitigated
Floodplain GIS layer	Flooding
Diamond Hills Stream Restoration and Independence Boulevard Culvert Replacement	Flooding
Effective Water Storage Improvement	All
Brown, Church, Lucas Storm Drain Improvements	Flooding

TOWN OF CHRISTIANSBURG

Established November 10, 1792

Incorporated January 7, 1833



RESOLUTION OF ADOPTION OF THE NEW RIVER VALLEY HAZARD MITIGATION PLAN, 2017 UPDATE

WHEREAS, Town Council recognizes the threat that natural hazards pose to people and property within the Town of Christiansburg; and,

WHEREAS, the Town of Christiansburg participated in the preparation of a multi-jurisdictional plan, New River Valley Hazard Mitigation Plan, 2017 Update; and,

WHEREAS, the New River Valley Hazard Mitigation Plan, 2017 Update has been prepared in accordance with FEMA requirements at 44 C.F.R. 201.6; and,

WHEREAS, the New River Valley Hazard Mitigation Plan, 2017 Update identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the Town of Christiansburg from the impacts of future hazards and disasters; and,

WHEREAS, adoption by Town Council demonstrates their commitment to hazard mitigation and achieving the goals outlined in the New River Valley Hazard Mitigation Plan, 2017 Update; and,

WHEREAS, Town Council is a local unit of government that has afforded the citizens an opportunity to comment and provide input in the Plan and the actions in the Plan; and,

WHEREAS, Town Council has reviewed the Plan and affirms that the Plan will be updated no less than every five years; and,

NOW, THEREFORE BE IT RESOLVED, by Christiansburg Town Council, meeting in regular session on December 12, 2017, that the Town of Christiansburg adopts the New River Valley Hazard Mitigation Plan, 2017 Update as this jurisdiction's Multi-Hazard Mitigation Plan.

AYE

NAY

ABSTAIN

ABSENT

Samuel M. Bishop

Harry Collins

R. Cord Hall

Steve Huppert

Henry D. Showalter

Bradford J. Stipes

D. Michael Barber, Mayor*

*Votes only in the event of a tie.