



AGENDA
REGULAR MEETING OF TOWN COUNCIL
CHRISTIANSBURG TOWN HALL
100 EAST MAIN STREET
NOVEMBER 13, 2018 – 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

- A. Conditional Use Permit request the Christiansburg Presbyterian Church, for an electronic messaging sign located at 107 W. Main Street (tax map nos. 526-A-203, 206) in the B-2, Central Business District.
- B. Conditional Use Permit request by David P. Hill, agent for Junkin Street Partners LLC for a Planned Housing Development to consist of a multiple-family dwelling with up to 20 dwelling units on an approximately 1.031-acre parcel (tax map no. 527-12-7) located at 200 Junkin Street, N.E. in the R-3, Multi-Family Residential District. The property is designated as Residential on the Future Land Use Map of the 2013 Christiansburg Comprehensive Plan.

IV. CONSENT AGENDA

- A. Approval of Council Minutes of October 23, 2018.
- B. Contract with Stagline for a mobile stage for the Parks and Recreation Department in the amount of \$140,455.
- V. Award of a contract in the amount of \$697,212.57 to NXL Construction Services, Inc. for Construction Engineering and Inspection Services on the Cambria / N. Franklin Corridor Improvements Project.
- VI. Resolution of Support for VDOT's Fall 2018 Highway Safety Improvement Program (HSIP) Applications submitted on November 1, 2018 for pedestrian signal improvements at the

following intersections: North Franklin Street and Wades Lane; South Franklin Street and First Street; East Main Street and Roanoke Street.

- E. Schedule Public Hearing on January 8, 2019 for a Conditional Use Permit request by the Montgomery County School Board for a flag pole up to eighty (80) feet in height at 100 Independence Blvd, N.W. (tax map no. 466-2-11) in the I-2, General Industrial District.

IV. INTRODUCTIONS AND PRESENTATIONS

- A. Introduction of New Employees
 - 1. Chrystal Jones, Operations Supervisor, Aquatic Center
 - Nate Destree, Aquatic Tournaments Coordinator
- B. Parks and Recreation Director Brad Epperley to introduce Parks and Recreation Advisory Commission Member Candidate R. Cord Hall.
- C. Building Official Jerry Heinline to introduce Board of Building Code Appeals Members Richard Caldwell and Chris Pfohl and Alternates Larry S. Martin and Earl Shrader.
- D. Recognition of Shirley Hallock on receiving the *2018 Distinguished Volunteer Service Award*, and the Christiansburg Aquatic Center for being awarded *Best New Special Event* for its First Responders Battleship fundraiser, by the Virginia Parks and Recreation Society.
- E. Virginia Tech Foundation, Inc. Chief Executive Officer Dr. John Dooley to present on Go Virginia Region 2 Council activities.
- F. Recognition of Becky Mann, Scott Mann, Jay Nagle and Bob Poff and the Montgomery Museum and Lewis Miller Regional Art Center for their contributions to art and culture within the Town of Christiansburg.
- G. Andrew Warren, Assistant Town Manager & Will Drake, Planning Director to present on Planning Department.

V. CITIZEN COMMENTS

VI. COMMITTEE REPORTS

VII. DISCUSSION AND ACTION BY MAYOR AND COUNCIL

- A. Appointment of R. Cord Hall to fill the vacant term on the Parks and Recreation Advisory Commission with a term ending December 31, 2023.
- B. Reappointment of Richard Caldwell, Chris Pfohl, and Bob Poff to the Board of Building Code Appeals for four-year terms ending December 31, 2022, and reappointment of Larry S. Martin and Earl Shrader as Alternates to the Board of Building Code Appeals with terms ending December 31, 2021.
- C. [Proposed Downtown/Cambria Façade grant program.](#)

- D. Reallocation of funds in the capital projects for EMS revenue recovery funds from the communications building to the rescue building renovations.

IX. STAFF REPORTS

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

X. COUNCIL REPORTS

XI. OTHER BUSINESS

A. Closed Meeting:

1. Request for a Closed Meeting as follows:

- In accordance with Code of Virginia § 2.2-3711(A)3 for the discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body. The Closed Meeting pertains to discussions regarding a potential recreational property in Montgomery County as well as potential public works property in Montgomery County.
- In accordance with Code of Virginia § 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. 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 pertains to a recent cyber security incident.

2. Reconvene in Open Meeting.

3. Certification.

4. Council action on the matter.

XII. ADJOURNMENT

Upcoming meetings:

November 27, 2018 – Regular meeting

December 11, 2018 – Regular meeting



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

AGENDA LOCATION:
PUBLIC HEARING

Meeting Date:
November 13, 2018

ITEM TITLE:

Public Hearing for a Conditional Use Permit request by Christiansburg Presbyterian Church for an electronic messaging sign at 107 West Main Street (tax map nos. 526-A-203, 206) in the B-2, Central Business District (CUP 2018-14).

DESCRIPTION:

The Applicant requests a Conditional Use Permit (CUP) to install an electronic messaging sign at 107 West Main Street in the B-2, Central Business zoning district. The property is designated as Downtown/Mixed Use on the Future Land Use Map of the 2013 Christiansburg Comprehensive Plan.

Planning Commission held its public hearing on September 17, 2018. At its October 29, 2018 meeting, the Planning Commission recommended approval by a vote of 7-1 with five conditions:

1. The brightness of the sign shall be set to automatically dim in response to low ambient light conditions which may typically occur from dusk to dawn but may also apply during other times of the day.
2. The message on the sign shall remain static for at least six (6) seconds.
3. The base of the sign shall be covered by a brick or masonry-type veneer and shall be in general conformance with the drawing submitted with the conditional use permit application.
4. The height of the sign shall not exceed ten (10) feet, as measured from the existing normal grade line at the base of the sign.
5. The permit shall be subject to review by the Planning Commission in one year.

POTENTIAL ACTION:
Hold Public Hearing

DEPARTMENT(S):
Planning Department

PRESENTER:
Andrew Warren, Asst. Town Manager

Information Provided:

Planning Commission Resolution

<https://christiansburg.box.com/s/umlkra38syg32nd1rqx8jy670zhfshn>

Planning Commission Minutes – September 17, 2018 and October 29, 2018 (Draft)

<https://christiansburg.box.com/s/pnyx102ir6urmhm1o8bm38krzru32fu3>

<https://christiansburg.box.com/s/03f0qoxba4hx3fu6whc15yr5cqf53qni>

Staff Report with CUP application and maps

<https://christiansburg.box.com/s/fwyauieuiqdtxlweym3rxcq7aswdoi7v>

Staff Report Update

<https://christiansburg.box.com/s/hldktk84slfghhwrnpzppnkzgvx9a2xr>



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

AGENDA LOCATION:
PUBLIC HEARING

Meeting Date:
November 13, 2018

ITEM TITLE:

Public Hearing for a Conditional Use Permit request by David Hill on behalf of Junkin Street Partners LLC for a planned housing development at 200 Junkin Street, N.E. (tax map no. 527 – 12 – 7) in the R-3, Multi-Family Residential District (CUP 2018-16).

DESCRIPTION:

The Applicant requests a Conditional Use Permit (CUP) for a planned housing development to renovate the existing building at 200 Junkin Street, N.E. into a multi-family dwelling (i.e., apartment building) that will contain a mix of one and two-bedroom apartment units (17 units in total). The property is designated as Residential on the Future Land Use Map of the 2013 Christiansburg Comprehensive Plan.

Planning Commission held its public hearing on October 15, 2018. Planning Commission held a site visit and regular meeting on October 29, 2018, where the Commission recommended approval by a vote of 6-2 with nine conditions:

1. The development shall be in general conformance with the conceptual site plan presented at the October 29, 2018 Planning Commission meeting, with the exception of item #7.
2. The existing structure shall be preserved/restored and the preservation/restoration shall be in compliance with the Virginia Department of Historic Resources criteria for historic preservation.
3. The property shall contain no more than 17 dwelling units.
4. A fence that is residential in character shall be installed along the western property line.
5. Residential parking in conjunction with the use shall be confined to the off-street parking provided by the development.
6. Any tree removed from the property shall be replaced with a tree of a similar species in accordance with the Christiansburg Town Code.
7. The brick sidewalk or a material of similar appearance shall be extended to run along the full frontage of the property, except for the parking lot entrance.
8. Parking light structures and external building lights shall be fully shielded and directed away from adjacent properties.
9. Homestay (i.e. short-term rental) shall not be allowed.

POTENTIAL ACTION:
Hold Public Hearing

DEPARTMENT(S):
Planning Department

PRESENTER:
Andrew Warren, Asst. Town Manger

Information Provided:
Planning Commission Resolution
<https://christiansburg.box.com/s/tacfoc1c53zzwn51fibtzw4px3utl6u3>

Planning Commission Minutes – October 15, 2018 and October 29, 2018 (Draft)

<https://christiansburg.box.com/s/b75olv11h8y6p8gfu0vr2og5a82efos2>

<https://christiansburg.box.com/s/03f0qoxba4hx3fu6whc15yr5cqf53qnj>

Concept Plan – dated October 29, 2018

<https://christiansburg.box.com/s/gkl6hhgy3qslngic5i19wvsh6buhhqs>

Staff Report with CUP application and maps

<https://christiansburg.box.com/s/7m01qpvb6tyafrblk8xyakck3s5e01qx>

Staff Report Update

<https://christiansburg.box.com/s/ssqq22pjcj0z02h3nli14lty3y1adbcr>

**CHRISTIANSBURG TOWN COUNCIL
CHRISTIANSBURG, MONTGOMERY CO., VA.
REGULAR MEETING MINUTES
OCTOBER 23, 2018 – 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 OCTOBER 23, 2018 AT 7:00 P.M.

COUNCIL MEMBERS PRESENT: Vice-Mayor Bradford J. Stipes; Samuel M. Bishop; Harry Collins; Steve Huppert; Merissa Sachs; Henry Showalter. ABSENT: Mayor D. Michael Barber.

ADMINISTRATION PRESENT: Town Manager Randy Wingfield; Assistant Town Manager Andrew Warren; Clerk of Council Michele Stipes; Town Attorney Jim Guynn; Finance Director/Treasurer Val Tweedie; Public Relations Director Melissa Demmitt; Events Coordinator Casey Jenkins; Director of Aquatics Terry Caldwell; Police Chief Mark Sisson; Superintendent of Streets Travis Moles; Director of Public Works Jim Lancianese; Aquatics Customer Service Coordinator Scott Coppock; Wastewater Treatment Plant Maintenance Crew Supervisor Jason Calvert; Superintendent of General Services David Sutphin; Wastewater Treatment Plant Operations Supervisor John Shelor.

I. CALL TO ORDER

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

II. ADJUSTMENT OF THE AGENDA

III. PUBLIC HEARING

- A. Conditional Use Permit request by Rye Property I LLC for a public amusement business located at 100 Arbor Drive, N.E. (tax map no. 406-8-14) in the B-3, General Business District.

Mr. Max Dean, applicant, explained his request for a CUP for an “escape room”, which he described as a family-friendly alternative activity to electronic use. An escape room, he explained, is an interactive, physical activity that requires participants to solve puzzles/riddles to complete objectives. Mr. Dean said he would begin with one room, with plans to expand to four rooms, and would be open from 10:00 a.m. to 10:00 p.m. There would be no age limit to participate.

IV. CONSENT AGENDA

- A. Approval of Council Minutes of October 9, 2018.
- B. Monthly Bill List.
- C. Schedule Public Hearing on December 11, 2018 for a Conditional Use Permit request by Rebecca Compton and Andrew Goodall for a major home occupation (beauty parlor) at 1525 Spruce Street, S.E. (tax map no. 529-17-10) in the R-2, Two-Family Residential District.

- D. Reschedule Public Hearing on November 13, 2018 for a Conditional Use Permit request the Christiansburg Presbyterian Church, for an electronic messaging sign located at 107 W. Main Street (tax map nos. 526-A-203, 206) in the B-2, Central Business District

Councilman Showalter made a motion to approve the consent agenda, seconded by Councilman Collins. Council voted on the motion as follows: Bishop – Aye; Collins – Aye; Huppert – Aye; Sachs – Aye; Showalter – Aye.

V. INTRODUCTIONS AND PRESENTATIONS

A. New Employee Introductions

1. Scott Coppock, Customer Service Coordinator, Aquatic Center
 - David Adkins, Custodian
2. Jason Calvert, Public Works
 - Sean Flannagan, Pump Station Maintenance Technician
3. Public Works Director Jim Lancianese to present on Public Works operations.

Mr. Lancianese provided Council with an overview of the divisional structure, annual review, project updates, and future goals of the Public Works Department for FY 2019, and explained the operational divisions within the department that focused on customer service, staffing, and safety programs. Mr. Lancianese talked about the department's increased recruiting efforts that included its first annual Public Works job fair held in December 2017. Details were provided to Council on the street programs and street operations work orders, general services work orders that included solid waste and recycling, cemetery operations, fleet operations, and facility operations. Mr. Lancianese then reported on the utility division that saw 2,307 work orders in FY 2018, and is comprised of wastewater collection and water distribution. It was noted that 97% of conventional pollutants were removed from the Town's wastewater prior to distribution, and Mr. Lancianese commended the Wastewater Treatment staff for its focus on water safety. Project updates that included maintenance action plans and capital replacement/improvement recommendations were detailed to Council, along with a full report on the department's Supervisory Control and Data Acquisition (SCADA) program. In closing, Mr. Lancianese talked about the future goals and objectives of the department, including the goal to become recognized nationally with an American Public Works Association Accreditation, and he offered to answer questions of Council. Council commended Public Works staff on its operations within Town and thanked Mr. Lancianese for his report.

VI. CITIZEN COMMENTS

- A. No comments

VII. COMMITTEE REPORTS

A. Collins and Stipes – Street Committee report/recommendation on:

1. Lot Line Vacation and Easement Dedication on Lots 151 & 151B of the Christiansburg Institute Property situated along Scattergood Drive, N.W.

Vice-Mayor Stipes reported that the request was for the Blue Ridge Disposal property that has been purchased, with the new owners requesting improvements by vacating the center lot line and relocating and dedicating an easement. The Street Committee has reviewed the request and found it to conform to the subdivision ordinance. Councilman Collins made a motion to approve the request, seconded by Councilman Showalter. Council voted as follows: Bishop – Aye; Collins – Aye; Huppert – Aye; Sachs – Aye; Showalter – Aye.

B. Miscellaneous items reported by Vice-Mayor Stipes:

- Staff is currently reviewing functional items pertaining to parking on Roanoke Street in front of the consignment shop. The Town hopes to implement new parking and street configuration in Spring 2019.
- Jamie Bond, owner of Old Town Barber and Hair Salon, has requested the Street Committee place three-hour parking limits on West Main Street along the block where her shop and Ignite is located. The Street Committee and Town Staff will review the request and provide a recommendation to Council.

Councilman Collins, noting that the Planning Commission unanimously voted to recommend approval of the CUP request heard during the Public Hearing, and made a motion to amend the agenda to add the item for Council discussion and action. Councilman Showalter seconded the motion and Council voted as follows: Bishop – Aye; Collins – Aye; Huppert – Aye; Sachs – Aye; Showalter – Aye.

- C. Councilwoman Sachs reported from the Central Business District Committee that the downtown/Cambria Street painting project had been launched this week, featuring two local artists: Nikki Pynn and Katy Shepard. Council was shown pictures of the artwork. The Christiansburg High School robotics team will begin artwork on Hickok Street this week and a mural unveiling at the Police Department will be announced in the near future. The next Central Business District Committee meeting is scheduled for tomorrow and all were invited to attend.
- D. Councilman Huppert reported that Virginia Tech will host a swim meet this coming weekend with Ohio State and Penn State, and on November 3, the aquatic center will hold an “adaptive kayaking” activity, open to all at no charge.
- E. Councilman Showalter reported that the Water, Sewer, Solid Waste Committee met last week to discuss whether or not to move forward with an RFP for privatizing commercial solid waste collection. Regarding recycling, Mr. Showalter reported that over 30,000 tons of recycling has been received to date, and that commercial recycling points were still actively utilized.

VIII. DISCUSSION BY MAYOR AND COUNCIL

A. Council action on:

1. Conditional Use Permit request by Rye Property I LLC for a public amusement business located at 100 Arbor Drive, N.E. (tax map no. 406-8-14) in the B-3, General Business District. The Public Hearing was held earlier in the meeting.

Councilman Showalter made a motion to accept the Planning Commission recommendation to issue the CUP with conditions, seconded by Councilman Huppert. Council voted on the motion as follows: Bishop – Aye; Collins – Aye; Huppert – Aye; Sachs – Aye; Showalter – Aye.

IX. STAFF REPORTS

A. Town Manager Wingfield:

- The Water, Sewer, Solid Waste Committee has recommended submitting an RFP for privatization of garbage collection service. Mr. Wingfield noted that there would be no commitment from the Town, at this time, that the RFP was only to explore if privatization would be beneficial to the Town. Council agreed to move forward with the RFP process.
- Schedule a Public Hearing for December 11 for proposed amendment to the zoning ordinance to add the definition of home stay, and permitted uses, related to AirBnB. The Planning Commission will hold its Public Hearing in November.
- Zoning violations by several towing services have been brought to the attention of the Town through complaints. The current zoning ordinance, in place for decades, prohibits more than five inoperable vehicles at one time. Violation letters were sent to each business, and one owner met with Mr. Wingfield to explain the challenges tow businesses face in limiting the number of inoperable vehicles to five because of legal processes regarding certain towed vehicles, and because of the volume of business. It was noted that some of the businesses in violation were on the Town's tow list. Town Attorney Guynn advised that the Town must enforce the ordinance as written, or amend it. Council agreed to turn the matter over to the Planning Commission for review and recommendation.

B. Town Attorney:

C. Other Staff:

X. COUNCIL REPORTS

- A. Councilwoman Sachs – No report
- B. Councilman Huppert – No report
- C. Councilman Showalter – No report
- D. Councilman Bishop reported that the Montgomery County Board of Supervisors recently recognized the Town's fire and rescue members who had 35 years of service.
- E. Councilman Collins – No report
- F. Vice-Mayor Stipes – No report

XI. OTHER BUSINESS

XII. ADJOURN

There being no further business to bring before Council, Mayor Barber adjourned the meeting at 8:09 P.M.



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

AGENDA LOCATION:

Consent Agenda

Meeting Date:

November 13, 2018

ITEM TITLE: Cambria / N. Franklin Corridor Improvements Project

CEI Consultant Selection - NXL Construction Services, Inc.

DESCRIPTION:

Award of a contract in the amount of \$697,212.57 to NXL Construction Services, Inc. for Construction Engineering and Inspection Services on the Cambria / N. Franklin Corridor Improvements Project.

POTENTIAL ACTION:

Approve the proposal and authorize the Town Manager to enter into Contract for the referenced Work.

DEPARTMENT:

Engineering

PRESENTER:

Wayne Nelson

ITEM HISTORY:

NA

Information Provided:

Procurement records are available by request

TOWN OF CHRISTIANSBURG
Professional Services Contract for
CEI SERVICES FOR CAMBRIA ST. INTERSECTION & N. FRANKLIN ST.
CORRIDOR IMPROVEMENTS
TOC PN 02035
CONTRACT NO. 19-0028
VDOT Project No. 0460-154-203, P101, R201, C501; UPC 104387

This Professional Services Contract ("Contract") is made this ____ day of _____ 2018, by and between the **TOWN OF CHRISTIANSBURG, VIRGINIA**, 100 East Main Street, Christiansburg, VA 24073 (hereinafter referred to as "Town"), and **NXL CONSTRUCTION SERVICES, INC.**, 114 E. Cary Street, Suite 200, Richmond, VA 24219 (hereinafter referred to as "Engineer").

PROJECT COORDINATORS

The Town Project Coordinator is Mr. Wayne Nelson, and the Engineer Project Coordinator is Mr. Michael Saunders. The Project Coordinators can be contacted at the addresses and phone numbers listed below.

NOTICES

Notices sent pursuant to this Contract shall be sent to the following:

Town Project Coordinator:

Mr. Wayne Nelson, P.E.
Town of Christiansburg
100 East Main Street
Christiansburg, VA 24073
(540) 382-6120

Engineer Project Coordinator:

Mr. Michael Saunders, P.E.
NXL Construction Services, Inc.
114 E. Cary Street
Richmond, VA 23219
(804) 644-4600

SECTION 1: DESCRIPTION OF SERVICES

The Project Description and Scope of Services for this Contract shall be as set forth in the Engineer's Scope of Services & Fee Proposal, dated November 5, 2018, included and incorporated herein as Exhibit B. The services required under this Contract may be referred to as the "Services" or the "Work."

SECTION 2: TIME OF PERFORMANCE

The Contract period shall commence on the date of this Contract and terminate on June 30, 2021. The anticipated project schedule shall be as set forth in Exhibit B.

SECTION 3: COMPENSATION

The total amount to be paid to the Engineer by the Town is \$697,212.57 as set forth in the Fee Summary, page 7, of Exhibit B and detailed in Appendices A and B of Exhibit B. This amount includes:

- Subconsultant Fees in the amount of \$50,000.00.
- Reimbursable costs estimated to be \$33,623.53. These costs shall include only those items set forth in Proposed Rates, Appendix A, billed at the Unit Price rates set forth therein. Any direct expenses in excess of \$33,623.53 shall require prior approval of the Town Project Coordinator before the expense is incurred.
- Services billed hourly and Not to Exceed \$643,589.04.

Invoices for completed services shall be submitted by the 5th of the month, and payments shall be made by the 5th day of the following month. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and is approved by the Town.

All work compensated for under this Contract, including partial payments, shall become the property of the Town without restrictions or limitations. Work under this Contract shall include, but not be limited to, sketches, tracings, drawings, computations, details, design calculations, plans, electronic files, and other related documents. The Engineer shall not be held liable for any reuse of the work and shall not be held liable for any modifications made to the work by others.

All invoices relative to this Contract must contain the Contract number and UPC number and are to be sent to the attention of Valerie Tweedie, Finance Director, Town of Christiansburg.

Engineer agrees that no payment, final or otherwise, received by the Town shall be an acceptance of any services not in accordance with the Contract, nor shall the same relieve the Engineer of any responsibility for any negligent errors or omissions in connection with the services contemplated under this Contract or operate to release the Engineer from any obligation under the Contract.

Engineer agrees to pay its subcontractor(s) within seven (7) days of Engineer's receipt of payment from the Town for the proportionate share of the payment received for work performed

by the subcontractor(s) under this Contract; or notify the Town and the subcontractor(s), in writing, of the Engineer's intention to withhold payment and the reason. Engineer will pay subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Engineer's contract with subcontractor) on all amounts owed by Engineer that remain unpaid seven (7) days following receipt of payment from the Town, except for amounts withheld as stated above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing work for Engineer under this Contract. Engineer's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Town. Any such contract awarded shall further require Engineer to include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

SECTION 4: CONFORMANCE WITH RFP AND PROPOSAL

It is understood that the materials and/or work required herein shall be performed in accordance with the Request for Proposal titled "Construction Engineering and Inspection Services for the Cambria Intersection & N. Franklin Corridor Improvements Project," dated June 24, 2018, including all addenda, appendices, and forms, including the Town's General Terms and Conditions (Exhibit A), and the Engineer's Proposal (Exhibit B). All documents attached as Exhibits hereto are incorporated in the Contract by reference.

SECTION 5: INDEMNIFICATION/INSURANCE

Engineer agrees to indemnify, defend (by reimbursement of reasonable attorneys' fees and other costs of defense upon a determination that Engineer is liable to provide indemnification under this Section 5), and hold harmless the Town, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Engineer and persons employed or utilized by the Engineer in the performance of this Contract. As consideration for this indemnity provision, the Engineer shall be paid the sum of ten dollars (\$10.00), which will be paid upon execution of the Contract.

Engineer shall be fully responsible to the Town for all negligent acts and omissions of Engineer's agents, employee's, and independent contractors, if any, performing or furnishing any of the services herein just as the Engineer is responsible for its own negligent acts and omissions.

Engineer shall, on a primary basis, and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as the Town's review and acceptance of insurance maintained by the Engineer are not intended to and shall not in any manner limit or quantify the liabilities and obligations assumed by Engineer under the contract.

Engineer shall, on a primary basis and at its sole expense, obtain and maintain during the term of this Contract the insurance policies required by this section. All required insurance policies shall be in force and effective prior to Engineer commencing work. The following policies and coverage are required:

- A. Commercial General Liability. Commercial General Liability/Bodily Injury and Property Damage insurance shall insure against all claims, loss, cost, damage, expense or liability from loss of life or damage or injury to persons or property arising out of the Engineer's performance under this Contract and shall include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's, and Contractual Liability and Broad form Property Damage Endorsements. Coverage shall not contain an exclusion on or limitation endorsement for Contractual Liability or Cross Liability. The minimum limits of liability for this coverage shall be \$2,000,000.00 combined single limit for any one occurrence. Broad form Contractual Liability insurance shall include the indemnification obligation set forth in this Contract.
- B. Workers' Compensation/Employer's Liability. Workers' Compensation insurance covering Engineer's statutory obligation under the laws of the Commonwealth of Virginia and Employer's Liability insurance shall be maintained for all its employees engaged in Work under this Contract or Project contract with limits and benefits at least as required by statute. Minimum limits of liability for Employer's Liability shall be \$100,000 bodily injury by accident each occurrence; \$500,000 bodily injury by disease (policy limit); and \$100,000 bodily injury by disease (each employee). With respect to Workers' Compensation coverage, the Engineer's insurance company shall waive rights of subrogation against the Town, its officers, employees, agents, volunteers and representatives.

- C. Automobile Liability. The minimum limit of liability for Automobile Liability Insurance shall be \$1,000,000 combined single limit applicable to owned or non-owned vehicles used in the performance of any Work under this Contract.
- D. Professional Liability. Engineer shall maintain Professional Liability insurance or equivalent Error's & Omission's Liability insurance at a limit of liability not less than \$2,000,000 per claim and in the aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, the Town reserves the right, but not the obligation, to review and request a copy of the Engineer's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Engineer warrants that the retroactive date equals or precedes the effective date of this Contract. In the event the policy is cancelled, non-renewed, switched to an occurrence form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Engineer shall agree to purchase a SERP with a minimum reporting period of not less than three (3) years.
- E. Umbrella Liability. Engineer shall maintain umbrella or excess liability insurance at a limit of liability not less than \$5,000,000 each occurrence and in the aggregate.
- F. Evidence of Insurance. All insurance shall be written on an occurrence basis, with the exception of Professional Liability coverage. In addition, the following requirements shall be met:
- 1) Engineer shall furnish the Town a certificate or certificates of insurance showing the type, amount, effective dates and date of expiration of the policies. The Town reserves the right to request specific endorsements depending upon the type and scope of work to be performed.
 - 2) The required certificate or certificates of insurance shall include substantially the following statement: "The insurance covered by this certificate shall not be canceled or materially reduced below the requirements outlined herein, except after thirty (30) days written notice by Engineer has been provided to the Town Manager for the Town of Christiansburg or the Town Project Coordinator."

- 3) The required certificate or certificates of insurance, excluding Workers Compensation, shall name the Town of Christiansburg, its officers, employees, agents, volunteers, and representatives as additional loss payees.
- 4) Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance.
- 5) Insurance coverage shall be in a form and with an insurance company approved by the Town which approval shall not be withheld unreasonably. Any insurance company providing coverage under this Contract shall be authorized to do business in the Commonwealth of Virginia.

G. Insurance not to be Limit on Liability. Engineer covenants and agrees that the insurance coverage required under this Contract shall in no way be considered a limit or cap of any kind on any obligation or liability that Engineer may otherwise have, including, without limitation, liability under the indemnification provisions contained herein.

SECTION 6: ASSIGNMENT

Engineer shall not delegate, sublet, or subcontract any part of the services required under this Contract or assign any monies due it hereunder without first obtaining the written permission of the Town.

Engineer shall not furnish any services under this Contract by obtaining such services outside the Engineer's organization unless the Engineer shall first make written request to the Town and obtain Town's written approval of the proposed contract between the person(s) or firm and the Engineer which shall outline the services to be performed and the charges for the same. Such contracts shall be subject to approval by the Town. Two copies of the executed contract shall be submitted to the Town for approval prior to the services being performed. The Engineer shall be solely responsible for all costs and expenses in connection with any such contracts.

SECTION 7: TERMINATION

- A. If Engineer refuses or fails to prosecute the Work with such diligence as will insure its completion within the time specified in this Contract, or as modified in writing by the parties, or otherwise fails to fulfill any of its contractual obligations to the Town, where such failure constitutes a material breach of this Agreement,

the Town by written notice to Engineer, may terminate Engineer's rights to proceed and may take over the services and arrange to provide the same to completion by contract or otherwise. In such case, the Engineer shall be liable to the Town for any damages allowed by law, and upon demand of Town shall promptly pay the same to Town. Town shall undertake all commercially reasonable efforts to mitigate any and all damages.

- B. The Town may terminate this Contract with or without cause by giving Engineer a 60 calendar day notice in writing of the Town's intent to terminate this Contract. Upon delivery of said notice and expiration of the 60 day calendar period, Engineer shall discontinue all services in connection with this Contract and proceed to cancel promptly all related existing third party contracts. In the event of termination, the Engineer will be paid for all services and allowable expenses rendered to the date of termination. Town shall not be liable to the Engineer for services performed, lost profit, overhead, or any other losses or costs of any type after the date of such termination notice.

SECTION 8: APPROPRIATION APPROVAL

Engineer acknowledges that the Town's performance and obligation to pay under this contract is contingent upon appropriation of the funds by the Town Council, Engineer agrees that in the event such appropriation is not forthcoming, this Contract may be terminated by the Town and that no charges or penalties or other costs shall be assessed.

SECTION 9: CHANGES TO THE CONTRACT

The Town reserves the right to order work changes in the nature of additions, deletions, or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. All changes will be authorized by a written change order signed by the Town Manager or his designee representing the Town. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustments in the contract price resulting in a credit or charge to the Town shall be determined by mutual agreement of the parties.

Changes can be made to the contract in any of the following ways:

- A. The parties by mutual agreement in writing, to modify the terms, conditions or scope of the contract subject to item B below. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or

within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

- B. A public 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 amount of the contract or \$50,000, whichever is greater, without the advance written approval of the Town Council. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relieving the Engineer from the consequences of an error in its Proposal.
- C. The Town may order changes within the general scope of this Contract at any time by written notice to Engineer. Changes within the scope of the Contract include, but are not limited to, things such as services to be performed or reimbursement of expenses. Engineer shall comply with the notice upon receipt unless Engineer intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case Engineer shall, in writing, promptly notify the Town of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Town's written decision affirming, modifying, or revoking the prior written notice. If the Town decides to issue a notice that requires an adjustment to compensation, Engineer shall be compensated for any additional costs incurred as the result of such order and shall give the Town a credit for any savings. Said compensation shall be determined by one of the following methods:
 - 1) By mutual agreement between the parties in writing; or
 - 2) By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Engineer accounts for the number of units of work performed, subject to the Town's right to audit the Engineer's records and/or to determine the correct number of units independently; or

- 3) By ordering Engineer to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided herein. The same markup shall be used for determining a decrease in price as the result of savings realized. Engineer shall present the Town with all vouchers and records of expenses incurred and savings realized. The Town shall have the right to audit the records of Engineer as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Town within thirty (30) days from the date of receipt of the written order from the Town. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures set forth in Virginia Code § 2.2-4363. Neither the existence of a claim nor a dispute resolution process, litigation, or any other provision of this Contract shall excuse Engineer from promptly complying with the changes ordered by the Town or with the performance of the Contract generally.

SECTION 10: CONTRACTUAL DISPUTES

Contractual claim procedures shall be those set forth in Virginia Code § 2.2-4363.

SECTION 11: ADDITIONAL REQUIREMENTS

A. **Antidiscrimination:** Engineer shall comply with the provisions of the Federal Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, the Virginians with disabilities Act, the Americans with Disabilities Act, and section 2.2-4311 of the Virginia Public Procurement Act.

- 1) During the performance of this Contract, Engineer agrees as follows:
 - a. Engineer will not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by State law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Engineer. The Engineer agrees to post in conspicuous

places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. Engineer, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, will state that such Engineer is an equal employment 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) Engineer will include the provisions of 1) above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

B. Drug-Free Workplace: During the performance of this Contract, the Engineer agrees to (i) provide a drug-free workplace for the Engineer's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Engineer's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Engineer that the Engineer maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to an Engineer, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

C. Immigration Reform and Control Act of 1986: Engineer does not, and shall not during the performance of this Contract for goods and services in the Commonwealth knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

- D. Engineer agrees that the Town's failure to enforce or require performance of any term or condition of this Contract or the Town's waiver of any particular breach of this Contract by the Engineer extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the remaining terms or conditions of this Contract or a waiver of any other breaches of the Contract by the Engineer and does not bar the Town from requiring the Engineer to comply with all the terms and conditions of the Contract and does not bar the Town from asserting any and all rights and/or remedies it has or might have against the Engineer under this Contract or by law.
- E. If any provision of this Contract, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Contract shall not be affected and all other terms and conditions of the Contract shall be valid and enforceable to the fullest extent permitted by law.
- F. Pursuant to 2.2-4311.2 of the Code of Virginia (1950), as amended, if the Engineer is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered limited liability partnership, Engineer shall provide documentation acceptable to Town establishing that Engineer is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended, or as otherwise provided by law. The Engineer shall not allow its existence to lapse or its certificate of authority to be revoked or cancelled at any time during the term of this contract. The Town may void this Contract if Engineer fails to remain in compliance with the provisions of this section.
- G. Engineer acknowledges that this is a federally funded, Virginia Department of Transportation (VDOT) project, locally administered through the Town of Christiansburg. Engineer agrees to comply with all federal and state requirements applicable to the services provided by Engineer under this Contract.

SECTION 12: ENTIRE AGREEMENT

The written terms and provisions of this Contract shall supersede all prior verbal statements or representations of any official or representatives of the Town. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract Documents. This Contract for the Project awarded constitutes the entire agreement between the Engineer and the Town and may be amended only by written instrument signed by both the Engineer and the Town.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed intending to be bound thereby.

ENGINEER:

TOWN OF CHRISTIANSBURG

By: _____

By: _____

Print Name/Title: _____

Print Name/Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Mark Popovich, Town Attorney



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

AGENDA LOCATION:

Consent Agenda

Meeting Date:

November 13, 2018

ITEM TITLE:

HSIP Project Resolution of Support

DESCRIPTION:

Council Resolution of Support for VDOT's Fall 2018 Highway Safety Improvement Program (HSIP) Applications submitted on November 1, 2018 for pedestrian signal improvements at the following intersections:

North Franklin Street and Wades Lane

South Franklin Street and First Street

East Main Street and Roanoke Street

POTENTIAL ACTION:

Council vote in support of the HSIP funding applications for these projects.

DEPARTMENT:

Engineering

PRESENTER:

Wayne Nelson

Information Provided:

Letter of Support that accompanied the submitted applications and the draft resolution



THE PLACE TO BE.
CHRISTIANSBURG VA
Established November 10, 1792

100 East Main Street
Christiansburg, VA 24073
p: (540) 382-6128
f: (540) 382-7338

October 29, 2018

Mr. Jay Guy
VDOT Salem District
731 Harrison Avenue
Salem, VA 24153

RE: 2018 HSIP Application Letter / Resolution of Support

Dear Jay,

Attached is a draft Resolution of Support by the Christiansburg Town Council which has been scheduled for Town Council approval during the Council evening meeting on November 13, 2018. A copy of this draft resolution and this letter is included with the on-line application. Please be advised that the Town is in full support of these three Highway Safety Improvement Program applications being made under the Bicycle and Pedestrian Safety Program. The Town appreciates the opportunity to improve bicycle and pedestrian safety within the Town of Christiansburg.

Best regards,

Randy Wingfield

Attachment

WON/de

Mayor

D. Michael Barber
Town Manager
Randy Wingfield

Town Council

Samuel M. Bishop	Merissa Sachs
Harry Collins	Henry Showalter
Steve Huppert	Bradford J. Stipes

TOWN OF CHRISTIANSBURG

Established November 10, 1792

Incorporated January 7, 1833



RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF CHRISTIANSBURG, VIRGINIA IN SUPPORT OF HIGHWAY SAFETY IMPROVEMENT PROGRAM FUNDING PROJECTS

WHEREAS, the Town of Christiansburg desires to submit applications for the allocation of funds through the Virginia Department of Transportation for the Fall, 2018 Highway Safety Improvement Program Application Cycle for funding being made available in Fiscal Years 2023-2025; and,

WHEREAS, \$532,394 in total funds are requested to fund pedestrian signal improvements at three intersections in town including the intersection of North Franklin Street and Wades Lanes; the intersection of South Franklin Street and First Street, and the intersection of East Main Street and Roanoke Street.

NOW, THEREFORE, BE IT RESOLVED that the Council of the Town of Christiansburg, Virginia hereby supports this application for an allocation of \$532,394 through the Virginia Department of Transportation Highway Safety Improvement Program.

Upon a call for an aye and nay vote on the foregoing resolution on a motion by [Council Member] seconded by [Council Member] at a regular meeting of the Council of the Town of Christiansburg, Virginia held November 13, 2018, members of the Council stood as indicated opposite their names as follows:

	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Samuel M. Bishop				
Harry Collins				
Steve Huppert				
Merissa Sachs				
Henry D. Showalter				
Bradford J. Stipes				
D. Michael Barber, Mayor*				

*Votes only in the event of a tie.

D. Michael Barber, Mayor

ATTEST:

Michele M. Stipes, Clerk of Council

TOWN OF CHRISTIANSBURG

Established November 10, 1792

Incorporated January 7, 1833



RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF CHRISTIANSBURG, VIRGINIA IN SUPPORT OF HIGHWAY SAFETY IMPROVEMENT PROGRAM FUNDING PROJECTS

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	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Samuel M. Bishop				
Harry Collins				
Steve Huppert				
Merissa Sachs				
Henry D. Showalter				
Bradford J. Stipes				
D. Michael Barber, Mayor*				

*Votes only in the event of a tie.

D. Michael Barber, Mayor

ATTEST:

Michele M. Stipes, Clerk of Council



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

AGENDA LOCATION:

DISCUSSION AND ACTION BY MAYOR AND COUNCIL

Meeting Date:

November 13, 2018

ITEM TITLE:

Downtown/Cambria Façade Grant Program

DESCRIPTION:

The Central Business District Committee has put together the Downtown/Cambria Façade Grant Program for Town Council's consideration. Based off of a similar program in the City of Salem, the program is designed to encourage investment in our historic business areas by providing matching funds for façade improvements. A 50% match is required for all grants up to \$4,500. Funds would be paid on an actual reimbursement basis, up to the amount approved. A total of \$25,000 has been allocated in the current year budget for this program.

POTENTIAL ACTION:

Approval

DEPARTMENT(S):

Planning Department/Town Manager's Office

PRESENTER:

Andrew Warren, Asst. Town Manger



**TOWN OF CHRISTIANBURG
TOWN COUNCIL
AGENDA COVER SHEET**

AGENDA LOCATION:

DISCUSSION AND ACTION BY MAYOR AND COUNCIL

Meeting Date:

November 13, 2018

ITEM TITLE:

Reallocation of funds in the capital projects for EMS revenue recovery funds from the communications building to the rescue building renovations

DESCRIPTION:

Reallocation of \$108,000 in the capital projects for EMS revenue recovery funds from the communications building to the rescue building renovations. This is due to received bids for the rescue building renovations being \$108,000 over budget. The Town would delay the communications building until a future fiscal year.

POTENTIAL ACTION:

Approval

DEPARTMENT(S):

Administration

PRESENTER:

Randy Wingfield, Town Manager