



AGENDA

REGULAR MEETING OF TOWN COUNCIL
CHRISTIANSBURG TOWN HALL
100 EAST MAIN STREET
SEPTEMBER 10, 2019 – 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 by NRV Marketplace LLC for a planned commercial development, comprehensive sign plan and farmers' market for property located at 2501-2785 Market Street NE (tax map no. 436-5-1) in the B-3, General Business District. The property is designated as Business/Commercial on the Future Land Use Map of the 2013 Christiansburg Comprehensive Plan.
- B. Ordinance to rezone 125.652 acres commonly known as the Meadows Golf Course and Shepherd Property (parcel ID nos. 016377, 016381, 016378, 230266, 230267, 230268) from A, Agricultural to R-2, Two-Family Residential with proffers. The property is located on the western boundary of the Town of Christiansburg.
- C. Ordinance to rezone 0.360 acres (portion of property tax map nos. 530-18- 1-7) from A, Agricultural to R-3, Multi-Family Residential. The property is located at 2175 – 2235 Giles Drive SE in the Reagan's Pointe subdivision.

IV. CONSENT AGENDA

- A. Council meeting minutes of August 27, 2019.
- B. Schedule Public Hearing on October 22, 2019 for a Conditional Use Permit request by SHAH Development LLC for a Planned Housing Development to consist of single-family dwellings on property located adjacent to Chrisman Mill Road, Round Meadow Drive, Putter Lane, and Norfolk Southern Railroad right-of-way (parcel ID nos. 016377, 016381, 016378, 230266, 230267, 230268) and formerly known as the Meadows Golf Course and Shepherd Property in the R-2, Two-Family Residential District.

V. INTRODUCTIONS AND PRESENTATIONS

VI. CITIZEN COMMENTS

VII. COMMITTEE REPORTS

VIII. DISCUSSION AND ACTION BY MAYOR AND COUNCIL

A. Council action on:

1. Conditional Use Permit request by Jeff and Liz Dickson for a single-family residential dwelling at 100 South Franklin Street, tax map no. 527- A – 250 in the B-2, Central Business District. The property is designated as Downtown/Mixed Use on the Future Land Use Map of the 2013 Christiansburg Comprehensive Plan. The Public Hearing was held August 27, 2019.
2. Boundary Line Adjustment Agreement moving approximately 68.866 acres from the unincorporated area of the County of Montgomery into the incorporated Town of Christiansburg. The proposed boundary adjustment area is commonly known as Falling Branch Corporate Park, Phase II, Parcel 2, Tax Map Number 94-A-8 (formerly the Cox property) and is located on the southern boundary of the Town of Christiansburg, west of the intersection of Technology Drive SE and Parkway Drive SE. The Public Hearing was held August 27, 2019.

B. Street closure for the 2019 Chow Down Downtown Food Truck Rodeo on September 13, 2019, organized by Downtown Christiansburg Inc.

C. Resolution recognizing September 8 – 14, 2019 as Suicide Prevention Week.

D. Consideration of solicitation for legal consultation services.

E. Employee compensation.

IX. STAFF REPORTS

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

X. COUNCIL REPORTS

XI. OTHER BUSINESS

XII. ADJOURNMENT

Upcoming Meetings of Council:

September 24, 2019, 7:00 P.M. – Regular Meeting

October 22, 2019, 7:00 P.M. – Regular Meeting



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

AGENDA LOCATION:
PUBLIC HEARING

Meeting Date:
September 10, 2019

ITEM TITLE:

Public Hearing for a Conditional Use Permit request by NRV Marketplace LLC for a planned commercial development, comprehensive sign plan and farmers' market for property located at 2501-2785 Market Street NE (tax map no. 436-5-1) in the B-3, General Business District. The property is designated as Business/Commercial on the Future Land Use Map of the 2013 Christiansburg Comprehensive Plan.

DESCRIPTION:

The Town of Christiansburg has received a conditional use permit request by NRV Marketplace, LLC for a planned commercial development, comprehensive sign plan, and farmers' market on property located at 2501-2785 Market Street N.E., [tax map no. 436-5-1] in the B-3, General Business zoning district.

The request – as described in detail by the attached application package – includes the following components:

1. **Planned Commercial Development**

- Request to remove additional setback requirements for building up to 70' in height. Hotel up to 70' tall may have a setback of 35', as opposed to a 70' setback.
- Requirements for site greenspace may be calculated/considered over the entire site development as opposed to a per parcel basis.
- Vegetated 'green roofs' and hardscape outdoor activity areas may count as greenspace.
- Parking lot greenspace may be provided at a reduced ratio of 20 sq. ft. per parking space instead of 40 sq. ft. per parking space.
- Requirements for parking lot greenspace/landscaping may be calculated/considered over the entire site development as opposed to a per parcel basis.

2. **Comprehensive Sign Plan**

- Request to increase allowable ground sign height up to 70' tall, as opposed to 35' tall for pylon sign (#4).
- Request to increase allowable sign area, including standard 75 sq. ft. for ground sign and 200 sq. ft. for combined area ground sign. Wall signage is also included with the sign package.
- Request to allow 1' setback – as opposed to 10' setback – for monument sign (#2).

3. **Farmers' market Use**

Planning Commission held its public hearing on August 19, 2019. Planning Commission held a work session on September 3, 2019 to discuss the request for a planned commercial development and comprehensive sign plan.

At its September 3, 2019 meeting, the Planning Commission recommended approval of the Farmers' Market by a vote of 9-0 with no conditions.

At its September 3, 2019 meeting, the Planning Commission recommended approval of the Comprehensive Sign Plan by a vote of 9-0 with one condition:

1. Freestanding ground signage for the development shall be provided in adherence to the Comprehensive Sign Plan with the exception of sign 4 shown on the signage exhibit, which shall not exceed 35 feet in height.

At its September 3, 2019 meeting, the Planning Commission recommended approval of the Planned Commercial Development by a vote of 9-0 with two conditions:

1. The proposed hotel as shown on Sheet L01 of the Site Lease Plan dated July 15, 2019 shall have a minimum setback of 35 feet from the northern property line if the height of the building exceeds 35 feet up to 70 feet.
2. Greenspace may be provided on a vegetated green roof in an amount not to exceed one percent of the total site area. Green roofing shall not count towards interior greenspace requirements.

POTENTIAL ACTION:

Hold Public Hearing

DEPARTMENT(S):

Planning Department

PRESENTER:

Will Drake, Planning Director

Information Provided:

Planning Commission Resolution for Farmers' Market

<https://christiansburg.box.com/s/acsecvashyug2gso9x7yxowl75du77x6>

Planning Commission Resolution for Comprehensive Sign Plan

<https://christiansburg.box.com/s/b23v2eaavlp02lmdqgdeccxzlxlj0kgh6>

Planning Commission Resolution for Planned Commercial Development

<https://christiansburg.box.com/s/5tju46j5iaq9ib5mey7hb42xr6dtsnfr>

Planning Commission Minutes – August 19, 2019

<https://christiansburg.box.com/s/76bzbq9qnk0s32uw5jooy425d1w2wgqu>

Planning Commission Notes – September 3, 2019 Work Session

<https://christiansburg.box.com/s/o6mq031y2rqrw59hgkatjoxc0h23enfp>

Planning Commission Minutes – September 3, 2019 (DRAFT)

<https://christiansburg.box.com/s/0wt9b9ju8kvr1lw739m7g5h929m6tfqg>

Staff Report with application and maps

<https://christiansburg.box.com/s/g016ujwe9p8gl9qnc79d7u3tea2iqht4>

Written Public Comment Received

<https://christiansburg.box.com/s/lq85g2hs5ybxqlo3fqla7qei6j3fk68>



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

AGENDA LOCATION:
PUBLIC HEARING

Meeting Date:
September 10, 2019

ITEM TITLE:

Public Hearing for a proposed ordinance to rezone 125.652 acres commonly known as the Meadows Golf Course and Shepherd Property located on the western boundary of the Town of Christiansburg adjacent to Chrisman Mill Road, Round Meadow Drive, Putter Lane, and Norfolk Southern Railroad right-of-way (parcel ID nos. 016377, 016381, 016378, 230266, 230267, 230268) from A, Agricultural to R-2, Two-Family Residential with proffers.

DESCRIPTION:

The Town of Christiansburg has initiated a proposed ordinance to rezone 125.652 acres commonly known as the Meadows Golf Course and Shepherd Property located on the western boundary of the Town of Christiansburg adjacent to Chrisman Mill Road, Round Meadow Drive, Putter Lane, and Norfolk Southern Railroad right-of-way (parcel ID nos. 016377, 016381, 016378, 230266, 230267, 230268) from A, Agricultural to R-2, Two-Family Residential with proffers. The property is associated with a recently approved boundary line adjustment moving the land from the unincorporated area of the County of Montgomery into the incorporated Town of Christiansburg. The property was brought into the Town at the base zoning district (A, Agricultural) with the intent to initiate a rezoning process in order to zone the property to the appropriate district.

The property owner has submitted a conceptual plan for the proposed development, along with proffers for the rezoning.

Planning Commission held its public hearing on August 19, 2019. At its September 3, 2019 meeting, the Planning Commission recommended approval of the rezoning with proffers by a vote of 6-3.

POTENTIAL ACTION:
Hold Public Hearing

DEPARTMENT(S):
Planning Department

PRESENTER:
Will Drake, Planning Director

Information Provided:

Planning Commission Rezoning Resolution

<https://christiansburg.box.com/s/vgopelwrrpoeojz317217f80o5a87txxz>

Planning Commission Minutes – August 19, 2019

<https://christiansburg.box.com/s/76bzq9qnk0s32uw5jooy425d1w2wgqu>

Planning Commission Minutes – September 3, 2019 (DRAFT)

<https://christiansburg.box.com/s/0wt9b9ju8kvr1lw739m7g5h929m6tfqg>

Staff Report with Rezoning application, proffers and maps

<https://christiansburg.box.com/s/vmj3gia5xjgambfklr7uswtgr23ov1j5>

Draft Rezoning Ordinance

<https://christiansburg.box.com/s/9uq6ut2pc5ijbbt6uhyr0ca9q9rfvu49>

Written Public Comments Received

<https://christiansburg.box.com/s/wxgfywfuqb91gmzx7e1ajg90ckafji>



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

AGENDA LOCATION:

PUBLIC HEARING

Meeting Date:

September 10, 2019

ITEM TITLE:

Public Hearing for a proposed ordinance to rezone 0.360 acres (portion of property tax map nos. 530-18-1-7) from A, Agricultural to R-3, Multi-Family Residential. The property is located at 2175 – 2235 Giles Drive SE in the Reagan's Pointe subdivision.

DESCRIPTION:

The Town of Christiansburg has initiated a proposed ordinance to rezone 0.360 acres [portion of tax map nos. 530-18 1-7] from A, Agricultural to R-3, Multi-Family Residential for property located at 2175, 2185, 2195, 2205, 2215, 2225, and 2235 Giles Drive SE in the Reagan's Pointe subdivision. The property is associated with a recently approved boundary line adjustment moving the land from the unincorporated area of the County of Montgomery into the incorporated Town of Christiansburg. The property was brought into the Town at the base zoning district (A, Agricultural) with the intent to initiate a rezoning process in order to zone the property to the appropriate district.

The Reagan's Pointe Residential Development was approved by Town Council through a request for a rezoning from A to R-3 and an accompanying conditional use permit for a planned housing development on December 12, 2017. The 0.360 acre portion of lots 1-7 was not within the Christiansburg corporate limits at the time of approval for the rezoning/conditional use permit. The intent is to rezone the property to match the rest of the development and to remove the split zoning designation from the seven lots.

Planning Commission held its public hearing on August 19, 2019. At its August 19, 2019 meeting, the Planning Commission recommended approval by a vote of 7-0.

POTENTIAL ACTION:

Hold Public Hearing

DEPARTMENT(S):

Planning Department

PRESENTER:

Will Drake, Planning Director

Information Provided:

Planning Commission Rezoning Resolution

<https://christiansburg.box.com/s/8z5qidlwhilci8tnktduy78v5svi0pdt>

Planning Commission Minutes – August 19, 2019

<https://christiansburg.box.com/s/76bzq9qnk0s32uw5jooy425d1w2wgqu>

Staff Report with Rezoning application and maps

<https://christiansburg.box.com/s/76r87mbwesraijql7jg8rjov5a5hirlf>

Draft Rezoning Ordinance

<https://christiansburg.box.com/s/yb05200x9such4kjdq5vpj48awmdglv>

**CHRISTIANSBURG TOWN COUNCIL
CHRISTIANSBURG, MONTGOMERY CO., VA.
REGULAR MEETING MINUTES
AUGUST 27, 2019 – 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 AUGUST 27, 2019 AT 7:00 P.M.

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

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; Engineering Director Wayne Nelson; Assistant Engineering Director for Capital Projects and Utilities Justin St. Clair; Planning Director Will Drake; Public Relations Director Melissa Demmitt; Director of Parks and Recreation Brad Epperley; Director of Public Works Jim Lancianese; Superintendent of Streets Travis Moles.

I. CALL TO ORDER

- A. Moment of Reflection
- B. Pledge of Allegiance led by members of Boy Scout Troop #141 who are working on their Citizenship in the Community badge.

II. ADJUSTMENT OF THE AGENDA

III. PUBLIC HEARING

- A. Conditional Use Permit request by Jeff and Liz Dickson for a single-family residential dwelling at 100 South Franklin Street, tax map no. 527- A – 250 in the B-2, Central Business District. The property is designated as Downtown/Mixed Use on the Future Land Use Map of the 2013 Christiansburg Comprehensive Plan.

Planning Commission recommended approval of the request on a vote of 7-0. Jeff and Liz Dickson, 1834 Mudpike Road, explained their CUP request that would permit them to use the structure at 100 South Franklin Street as their private residence. The structure has most recently been used for commercial purposes.

- B. Boundary Line Adjustment Agreement moving approximately 68.866 acres from the unincorporated area of the County of Montgomery into the incorporated Town of Christiansburg. The proposed boundary adjustment area is commonly known as Falling Branch Corporate Park, Phase II, Parcel 2, Tax Map Number 94-A-8 (formerly the Cox property) and is located on the southern boundary of the Town of Christiansburg, west of the intersection of Technology Drive SE and Parkway Drive SE. The boundary line adjustment is for the expansion of the Falling Branch Corporate Park. There were no comments for or against this matter.

IV. CONSENT AGENDA

- A. Council meeting minutes of August 13, 2019.
- B. Monthly bill list.
- C. Approval of Professional Services Engineering Contract with McDonough Bolyard Peck, Inc. (MBP) in the amount of \$94,240.00 for PPEA Consulting / Design Phase Services associated with the Christiansburg Park Interim Agreement.
- D. Approval of Professional Services Engineering Contract with Rinker Design Associates, P.C. (RDA) in the amount of \$59,140.00 for initial design and funding application assistance for the Cambria Trail, Phase I.
- E. Schedule Public Hearing on October 22, 2019 for a Conditional Use Permit request by Jeff Anderson (applicant) for property owned by J&R Land Development LLC c/o Richard T Brooks for a towing service at 2230 Prospect Drive NE (tax map no. 500-A-5V) 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.
- F. Schedule Public Hearing on October 22, 2019 for a rezoning request by Magnolia Point Community, LLC (applicant) for property owned by International Church of the Foursquare Gospel, located northeast of the intersection of Peppers Ferry Road, N.W. and New Village Drive, N.W. (tax map no. 434-A 8A). The request is to rezone the approximately 9.14-acre property 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.
- G. Schedule Public Hearing on October 22, 2019 for a Conditional Use Permit request – contingent on the preceding request – by Magnolia Point Community, LLC (applicant) for property owned by International Church of the Foursquare Gospel for a planned housing development to consist of multi-family dwellings and townhomes on property located northeast of the intersection of Peppers Ferry Road, N.W. and New Village Drive, N.W. (tax map no. 434-A 8A) 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.
- H. Schedule Public Hearing on October 22, 2019 for a rezoning request by Stateson Homes (applicant) for property owned by Halberstadt Family Limited Partnership c/o Resource Associates Inc., located at 495 Peppers Ferry Road, N.W. adjacent to Peppers Ferry Road, N.W., Quin W. Stuart Boulevard, N.W, and Stafford Drive, N.W. (tax map no. 435-10 A). The request is to rezone the approximately 28.6-acre property from B-1, Limited Business to B-3, General Business. The property is designated as Mixed Use – Residential/Business on the Future Land Use Map of the 2013 Christiansburg Comprehensive Plan.
- I. Schedule Public Hearing on October 22, 2019 for a Conditional Use Permit request – contingent on the preceding request – by Stateson Homes (applicant) for property owned by Halberstadt Family Limited Partnership c/o Resource Associates Inc., for a planned commercial development on property located at 495 Peppers Ferry Road, N.W. adjacent to Peppers Ferry Road, N.W., Quin W. Stuart Boulevard, N.W, and Stafford Drive, N.W. (tax map no. 435-10 A) in the B-3, General Business District. The property is designated as Mixed Use – Residential/Business on the Future Land Use Map of the 2013 Christiansburg Comprehensive Plan.
- J. Schedule Public Hearing on September 24, 2019 for the Town of Christiansburg Community Development Block Grant Consolidated Plan and Annual Action Plan.

Councilwoman Sachs requested that Item B (monthly bill list) be voted on separately. Councilman Showalter made a motion to approve the Consent Agenda, with the exception of Item B, seconded

by Councilman Bishop. Council voted on the motion as follows: Bishop – Aye; Collins – Aye; Huppert – Aye; Sachs – Aye; Showalter – Aye; Stipes – Aye.

Councilwoman Sachs made a motion to approve the monthly bill list (Item B), seconded by Councilman Stipes. Council voted on the motion as follows: Bishop – Aye; Collins – Aye; Huppert – Aye; Sachs – Nay; Showalter – Aye; Stipes – Aye.

V. INTRODUCTIONS AND PRESENTATIONS

A. New Employee Introductions:

1. Assistant Engineering Director for Capital Projects and Utilities Justin St. Clair to introduce Civil Engineer I Bryce Young.

B. Assistant Engineering Director for Capital Projects and Utilities Justin St. Clair to present on N. Franklin Street Construction Projects.

Mr. St. Clair presented to Council on the current status for the College Street Sewer Rehabilitation and Replacement Project, the North Franklin Storm Drain Improvements Projects, and the North Franklin Corridor Improvements Project. Mr. St. Clair provided an overview of the challenges presented for the College Street Sewer Rehabilitation and Replacement Project that adjusted cost and resulted in project delays. He reported that the North Franklin Street Storm Drain project is on schedule with an expected completion of September 6 for the work in the street, though repaving would still be needed and work will continue out of the street. The North Franklin Corridor Improvements, a Smart Scale Project, has one pending change order and is expected to be completed in June 2020. Council was provided the lane closure schedule for the project. Mr. St. Clair provided an overview of the six timely performance options and methods for contracts, and discussed the pros and cons of each, noting that the Town currently did not use incentives or disincentives, but rather restrictions on time of day that construction could take place, and restrictions on lane closures. Liquidated damages are included in all construction contracts with the Town. Council expressed appreciation for the update and requested the information be posted on the Town's website for citizen information.

VI. CITIZEN COMMENTS

A. No comments.

VII. COMMITTEE REPORTS

- A. Councilwoman Sachs reported that the Central Business District Committee would meet tomorrow, and she invited all to attend.
- B. Councilman Huppert reported on the aquatic center two-week closure for annual maintenance.
- C. Councilman Collins reported that the New River Valley Regional Commission met this week and discussed the commission's current Interstate 81 study. Information about the study can be found on the commission's website. NRV Passenger Rail 2020 will meet on October 3 to discuss passenger rail.
- D. Councilman Stipes reported on VDOT I-81 projects, and announced the department's goals to begin all projects within seven years, and complete all projects within ten years.

VIII. DISCUSSION AND ACTION BY MAYOR AND COUNCIL

- A. Council to set the Personal Property Tax Relief Act percentage at 35.1% as required by the Personal Property Tax Relief Act. Council is required to set the personal property tax relief percentage on an annual basis. Councilman Showalter made a motion to set the personal property tax relief percentage at 35.1%, as recommended by Finance Director/Treasurer Val Tweedie. Councilman Bishop seconded the motion and Council voted as follows: Bishop – Aye; Collins – Aye; Huppert – Aye; Sachs – Aye; Showalter – Aye; Stipes – Aye.

- B. Rental of mobile stage.

Town Manager Wingfield reported that the Recreation Advisory Commission voted unanimously to recommend rental of the mobile stage. Councilman Showalter made a motion to approve rental of the mobile stage in compliance with the Rental Agreement as presented to Council and reviewed by legal counsel. Councilman Collins seconded the motion and Council voted as follows: Bishop – Aye; Collins – Aye; Huppert – Aye; Sachs – Nay; Showalter – Aye; Stipes- Aye.

IX. STAFF REPORTS

- A. Town Manager:

Town Manager Wingfield reported that the Town received a planning grant through the Appalachian Regional Commission, and has scheduled a public information session for August 28, asking citizens for input on the future plans for the Cambria, Downtown, and Midtown sections of Christiansburg. The information session will be held at the recreation center at 6:00 P.M.

Mayor Barber received a letter from Trinity Community Church inviting elected officials to attend its 50-year celebration on September 22, and welcoming a report on the vision for “Midtown” Christiansburg. Council was asked to RSVP by September 10.

- B. Town Attorney:

- C. Other Staff:

Assistant Town Manager Warren reported that Council would be provided an update on homestay applications in September. The Town has received twenty-six applications, with twenty-three approved and three pending.

X. COUNCIL REPORTS

- A. Councilman Stipes expressed appreciation for the Town’s aggressive approach to enforcing the ordinance pertaining to homestays as an effort to level the playing field for businesses.
- B. Councilman Huppert reported that the aquatic center was organizing a celebration for its ten-year anniversary in 2020, and that more information would be provided as it becomes available.

- C. Councilwoman Sachs thanked the Montgomery Museum and Public Works crews for a well-organized, well-run Heritage Day Festival. She then reported on the recent Dialogue on Race annual picnic, and the upcoming Muddy ACCE Race, and she encouraged all to participate in these community events.
- D. Mayor Barber reported that he was drafting a Municipal Flag Policy for Council consideration, which he hoped to present in September.

XI. OTHER BUSINESS

XII. ADJOURN

There being no further business to bring before Council, Mayor Barber adjourned the meeting at 8:01 P.M.

Michele Stipes, Clerk of Council

D. Michael Barber, Mayor



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

AGENDA LOCATION:

Discussion and Action by Mayor and Town Council

Meeting Date:

September 10, 2019

ITEM TITLE:

Conditional Use Permit request by Jeff and Liz Dickson for a single-family residential dwelling at 100 South Franklin Street (tax map no. 526-A-250) in the B-2, Central Business District. (CUP 2019-06).

DESCRIPTION:

The applicant requests a Conditional Use Permit (CUP) to establish a single family dwelling at 100 South Franklin 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 July 29, 2019. At its July 29, 2019 meeting, the Planning Commission recommended approval by a vote of 7-0 with no conditions. The Town Council public hearing was held August 27, 2019.

POTENTIAL ACTION:

Take Action

DEPARTMENT(S):

Planning Department

PRESENTER:

Will Drake, Planning Director

Information Provided:

The Planning Commission resolution, Planning Commission minutes, and [staff report with application and maps](#) were provided in the [August 27, 2019 agenda packet](#).



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

AGENDA LOCATION:

MAYOR & COUNCIL DISCUSSION/ACTION

Meeting Date:

September 10, 2019

ITEM TITLE:

Boundary line adjustment from unincorporated areas of Montgomery County into the incorporated Town of Christiansburg for County-owned land within the Falling Branch Corporate Park.

DESCRIPTION:

Town and Montgomery County staffs have been working on the five boundary line adjustments. The one remaining request is county-owned land within the Falling Branch Corporate Park. The County public hearing is scheduled for August 26, 2019. If approved by both bodies, all properties will be zoned Agriculture when first brought into Christiansburg with a town-initiated rezoning petition to follow later to better reflect the current and/or surrounding land uses. A full description of the property is listed below:

- A. Boundary Line Adjustment Agreement moving approximately 68.866 acres from the unincorporated area of the County of Montgomery into the incorporated Town of Christiansburg. The proposed boundary adjustment area is commonly known as Falling Branch Corporate Park, Phase II, Parcel 2, Tax Map Number 94-A-8 (formerly the Cox property) and is located on the southern boundary of the Town of Christiansburg, west of the intersection of Technology Drive SE and Parkway Drive SE.

POTENTIAL ACTION:

Consider Approval of Boundary Line Agreement

DEPARTMENT(S):

Town Manager

PRESENTER:

Randy Wingfield

Information Provided:

Boundary Line Agreement

<https://christiansburg.box.com/s/6v04na2yy1ef59hcbjk305azidzwfi0f>

Boundary Line Adjustment Plat

<https://christiansburg.box.com/s/x13phvdiozwl01n4txz8u35rhjtn7o3>

Draft Resolution

<https://christiansburg.box.com/s/51u5to7x6tq5oumd5difsqkrfelqzm60>



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

AGENDA LOCATION:

MAYOR & COUNCIL DISCUSSION/ACTION

Meeting Date:

September 10, 2019

ITEM TITLE:

Street closure for the 2019 Chow Down Downtown Food Truck Rodeo on September 13, 2019, organized by Downtown Christiansburg Inc.

DESCRIPTION:

Downtown Christiansburg Inc. is requesting a similar set-up and street closure request as last year. The plan for the event has been developed with participation of the Special Events Committee consisting of the Police, Public Works, and Parks and Rec Department with consultation with the Fire and Rescue Squads.

POTENTIAL ACTION:

Consider Action

DEPARTMENT(S):

Town Manager

PRESENTER:

Randy Wingfield

Information Provided:

Event Map (with proposed Street closures)

COLLEGE ST NW

2019 FOOD TRUCK RODEO

COMMERCE ST NW

DUNKLEY ST NW

HICKOK ST NW

N FRANKLIN ST

S FRANKLIN ST

Emergency Services
Command Post

Christiansburg
Presbyterian Church

Dumpster

Kid's Zone

Union First Bank

Old Town Mall

Wine Sales

Stage

W MAIN ST

DCI
Tickets and Wristbands

Indoor Dining

Indoor Dining &
Merchandise Tent

Beer Garden



2019 FOOD TRUCK RODEO

- | | |
|---------------------------|-------------------------------|
| 1) Thai This | 9) Brugh Coffee |
| 2) Wake & Bacon | 10) Grandpa Ike's Mini Donuts |
| 3) Snack Time | 11) Mann's Sausage |
| 4) 800 Degrees | 12) Mountain Grille |
| 5) Master Sergeant BBQ | 13) Big D's BBQ and Ribs |
| 6) Smooshed | 14) Rock and Roll Diner |
| 7) Suzie's Funnel Cakes | 15) Creole That |
| 8) Lizard Licks Snowballs | 16) Beast of the Streets |

FIRST ST SW

	Barricades		Beer Vendor
	Bathroom		Wine Vendor
	DCI - Tickets and Wristbands		Emergency Services Command Post
	Dumpster		Police
	Food Trucks		Fire
	Kid's Zone		Rescue
	Merchandise Tent		Public Works
	Sound and Stage		Event Parking
	Tables		Handicap Parking
	Indoor Dining		

TOWN OF CHRISTIANSBURG

Established November 10, 1792

Incorporated January 7, 1833



NATIONAL SUICIDE PREVENTION WEEK RESOLUTION

WHEREAS, on average there are 129 suicides every day in the United States; and

WHEREAS, on average, one person dies by suicide every seven hours in Virginia; and

WHEREAS, suicide is the 11th leading cause of death in Virginia; and

WHEREAS, suicide is the second leading cause of death for Virginians ages 15-34; and

WHEREAS, the national rate of suicide is increasing across all ethnicities and age groups; and

WHEREAS, public awareness of warning signs and available resources for at-risk individuals is essential to continue lowering the rate of suicide; and

WHEREAS, local organizations—such as New River Valley Community Services—and community support are vital to continuing the fight against suicide and tragic loss of lives; and

WHEREAS, the Town of Christiansburg supports efforts to reduce stigma surrounding suicide and increase awareness of resources for those experiencing suicidal thoughts;

NOW, THEREFORE, BE IT RESOLVED that the Christiansburg Town Council, meeting in regular session on September 10, 2019, declares the week of September 8-14, 2019 as National Suicide Prevention Week in Christiansburg, Virginia, and does call upon the citizens of Christiansburg to join in this special observance.

AYE

NAY

ABSTAIN

ABSENT

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.

Michele M. Stipes, Clerk of Council

D. Michael Barber, Mayor



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

Request for Proposal (RFP) # 20-0005

Town of Christiansburg Legal Services

Issue Date:

Proposal Due Date and Hour: October 15th, 2019 at 3:00PM

Mayor

D. Michael Barber
Town Manager
Randy Wingfield

Town Council

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

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Legal Services

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ATTACHMENT A: Terms and Conditions

ATTACHMENT B: Sample Contract

TOWN OF CHRISTIANSBURG, VIRGINIA
RFP # 20-0005
ISSUE DATE:
(TO BE COMPLETED AND RETURNED)
GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Drew Spitzer, Purchasing Coordinator, Phone: (540) 382-6128 x1135; faxed to (540) 382-3762, or e-mail: aspitzer@christiansburg.org by no later than January 10, 2019 by 12:00 PM. No late questions will be accepted.

DUE DATE: Sealed Proposals will be received until , up to and including 3:00PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

ADDRESS: Proposals should be mailed or hand delivered to: Town of Christiansburg Purchasing Department, 100 East Main Street, Christiansburg, Virginia 24073. Reference the Due Date and Hour, and RFP number in the lower left corner of the return envelope or package.

COMPANY INFORMATION/SIGNATURE: In compliance with this Request For Proposal and to all conditions imposed herein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services and goods in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Full Legal Name (print)		Federal Taxpayer Number (ID#)	Contractor's Registration
Business Name / DBA Name / TA Name and Address		Payment Address	Purchase Order Address
Contact Name/Title		Signature (ink)	Date
Telephone Number	Fax Number	Toll Free Number	E-mail Address

TOWN OF CHRISTIANSBURG
RFP # 20-0005
Legal Services

I. INTRODUCTION:

The Town of Christiansburg is soliciting proposals from qualified vendors to provide legal services for the Town. The intent of this request is to hire an attorney who is experienced and capable to perform the scope detailed within.

II. BACKGROUND AND PURPOSE

Originally a concentration of taverns and rest stops along the Great Wilderness Road (now U.S. Route 11); the Town of Christiansburg was established in 1792 and incorporated in 1833. Since then, Christiansburg has grown to over 14 square miles of the New River Valley in the Blue Ridge Mountains in the Commonwealth of Virginia. The Town is now home to approximately 23,000 residents and serves as the county seat of Montgomery County.

The Town of Christiansburg had historically hired an attorney as part of the in-house Town staff until 2005 when the Town first solicited a request for qualifications for legal services. Town Council wishes to explore and evaluate available options for provision of Town Attorney services again. The Town is seeking interested individuals or firms that have experience in local government law. The Town Attorney is appointed on an annual basis at the first regular Town Council meeting in January.

The Town of Christiansburg is governed by a Mayor and a six-member Council who establishes policy and executes business of the Town through the Town Manager. The Town Attorney serves at the pleasure of the Council but is managed on a daily basis by the Town Manager.

Additional information on the Town of Christiansburg can be found at www.christiansburg.org.

III. SCOPE OF SERVICES

The successful offerer shall provide services including, but not necessarily limited to, the following:

- Handles all legal affairs on behalf of the Town and serves as legal Counsel to the Town Council, Town Manager, Town Boards and Commissions, Department Directors, and other officials of the Town.
- Renders written or verbal legal opinions to the Town Council, Town Manager or Departments.
- Conducts complex litigation and negotiation on behalf of the Town.
- Researches materials, prepares pleadings, and performs appellate work.
- Approves and draws up legal documents required for Town business.

- Advises on the purchase, sale, exchange or leasing of properties.
- Prepares or approves Town Ordinances, provides explanation and answers questions relating thereto.
- Prepares and tries court cases, including appeals to state and federal courts, in which Town or any of its officers and/or employees are involved.
- Attends meetings of Council, boards and commissions and renders immediate legal advice when necessary.
- Participate in departmental meetings at the request of the Town Manager.
- Drafts, supervises or reviews all contracts, deeds, leases, releases, franchises and other legal documents on behalf of the Town.
- Represents the Town in legal matters, brings suits as necessary to be instituted by the Town and defends the Town in litigation brought against it, and handles appellate litigation. Such representation may include but is not limited to representation in Civil and Criminal matters in state court, federal court, and other administrative proceedings.
- Manages all outside counsel retained to represent the interests of the Town. Serves as the liaison on all legal matters handled through counsel appointed by the Town's insurer(s).
- Assist in the development of and compliance with various Town policies.
- Assist in personnel issues, including representation of the Town in grievance procedures.
- Ensure all legally binding documents and correspondence, involving the Town is accurate, legally sufficient, and support the intent, vision and mission of the Town.
- Respond to inquiries from citizens and assists citizens with Town administrative rules and procedures as directed by the Town Manager.
- Must be a practicing attorney in the Commonwealth of Virginia, and adhere to the Professional Rules of Conduct as promulgated by the Supreme Court of Virginia.
- Performs related tasks as required.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. GENERAL REQUIREMENTS:

1. RFP Response: In Order to be considered for selection, Offerors must submit a complete response to this RFP. One searchable USB drive with the proposal shall be submitted. Also, one (1) original and EIGHT (8) copies of each proposal must be submitted to:

Drew Spitzer, Purchasing Coordinator
Town of Christiansburg, Purchasing Department

100 East Main Street
Christiansburg, VA 24073

Identify on the outside of envelope: Sealed RFP # 20-0005

RFP Due date/Opening date and hour: October 15th, 2019, 3:00 P.M.

The Offeror shall make no other distribution of the proposal.

2. Proposal Preparations:

- a. Proposal shall be signed by an authorized representative of the Offeror. All information requested should be submitted. The Purchasing Coordinator will review all proposals to ensure required information is included. Failure to submit all information requested may result in a request to submit the missing information. Proposals which are substantially incomplete or lack key information may be rejected as incomplete. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals will be reviewed and evaluated by a Committee as designated by the Town.
- c. Proposal should be prepared simply and economically, providing a straight forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- d. Proposal should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirements as it appears in the RFP if a response covers more than one page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume. Responses shall not exceed 40 pages.
- f. Ownership of all data, materials and documentation originated and prepared for the Town pursuant to the RFP shall belong exclusively to the Town and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342D of the Code of Virginia, in writing, either before or at the time the

data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

B. SPECIFIC REQUIREMENTS:

Proposals should be as thorough and as detailed as possible so that the Town may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following information/items as a complete proposal:

1. The return of the RFP general information form and addenda, if any, signed and completed as required.
2. Please provide three (3) recent references, similar to the Town, for whom you have provided the type of services in the last five (5) years described herein. Include the date(s) services were furnished, the client name, address and the name, phone number and email address of the individual the Town has your permission to contact.
3. Respond to each item in Section III, Statement of Need and your ability to meet the mandatory requirements.
4. A history of your company to include financial standing, locations and closest facility to the Town.
5. In detail, describe your approach to providing these services to the Town and how you will fulfill the Town's requirements.
6. Provide an estimate of the average number of hours you would anticipate expending on a monthly basis.
7. Provide Fee schedule for each professional expected to perform services for the Town.

V. EVALUATION AND AWARD OF CONTRACT

A. Award of Contract:

Selection shall be made to the offeror deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall be conducted with the offerors so selected. After negotiations have been conducted with each offeror so selected, the Town shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Town may cancel the Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. Should the Town determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

B. Evaluation Criteria:

Proposals shall be evaluated by the Town using the following criteria:

EVALUATION CRITERIA

1. Ability to effectively represent a publicly elected board
2. Experience responding to legal inquiries on behalf of and by local government officials
3. Experience in preparing, proposing, and advising on legislation
4. Strength of References

VI. RESERVATION OF RIGHTS:

The Town reserves the right to award in part or in whole, to one or more vendors, or to reject any or all proposals, whichever is deemed to be in its best interest.

VII. CONTRACT ADMINISTRATION

Name, Title, or his/her designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance. The Contract Administrator, or his/her designee, shall determine the amount, quantity, acceptability, fitness of all aspect of the services and shall decide all other questions in connection with the services. The Contract Administrator, or his/her designee, shall not have the authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Town's Purchasing Coordinator through a written amendment to the contract.

VIII. PAYMENT PROCEDURES:

The Town will authorize payment to the contractor after receipt of Contractor's correct invoice for services rendered. Invoices shall be sent to:

Valerie Tweedie
100 E. Main Street
Christiansburg, VA 24073
vtweedie@christiansburg.org

ATTACHMENT A

TERMS AND CONDITIONS

TOWN OF CHRISTIANSBURG

Acceptance of Bids/Proposals: Unless otherwise specified, all bids/proposals submitted shall be valid for a minimum period of 60 calendar days following the date established for receiving bids/proposals. At the end of the 60 calendar days the bid/proposal may be withdrawn at the written request of the bidder/proposer. If the bid/proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.

- A. **Anti-Discrimination:** By submitting their bids/proposals, bidders/proposers certify to the Town of Christiansburg that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E). In every contract over \$10,000 the provisions in 1 and 2 below apply:

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 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 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 these requirements.

2. The contractor 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. **Antitrust:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Town of Christiansburg all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town of Christiansburg under said contract.
- C. **Applicable Laws and Courts:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of Montgomery County, Virginia. The Contractor shall comply with federal, state, local laws, and regulations.
- D. **Assignment of Contract:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Town of Christiansburg.

- E. **Availability of Funds:** It is understood and agreed between the parties herein that the Town of Christiansburg shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- F. **Bid/Proposal Pricing:** The Bid/Proposal price shall be an all-inclusive price to deliver the specified goods and/or services FOB Destination to the address specified address per the specifications. Invoices must be itemized and will be paid at the unit price in the proposal. The Town will not accept or pay for additional line items such as freight, shipping and handling, delivery, downtime, equipment, lost time due to inclement weather or any other charges additional to the unit prices quoted in the Bid/Proposal.
- G. **Changes to the Contract:** Changes can be made to the contract in any of the following ways:
1. There shall be allowance in escalation of the contract price based on the percentage increase in the annual Southern Urban Consumer Price Index (CPI) as released by U.S. Bureau of Labor Statistics following the first full year of service and each subsequent year of the contract.
 2. The parties may agree in writing to modify the scope of the contract. An 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.
 3. The Town of Christiansburg may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Town of Christiansburg a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. 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 contractor accounts for the number of units of work performed, subject to the Town of Christiansburg's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor 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 by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Town of Christiansburg with all vouchers and records of expenses incurred and savings realized. The Town of Christiansburg shall have the right to audit the records of the contractor 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 of Christiansburg within thirty (30) days from the date of receipt of the written order from the Town of Christiansburg. 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 for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Town of Christiansburg or with the performance of the contract generally.
- H. **Claims:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Town Manager, Town of Christiansburg Office of the Town Manager, 100 East Main Street, Christiansburg, VA 24073, 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. Pending claims shall not delay payment of amounts agreed due in the final payment (Code of Virginia, Section 2.2-4363). A contractor may not institute legal action prior to receipt of the Town Manager's decision on the claim, unless that office fails to render such decision within thirty (30) days. Failure of the Town to render a decision within thirty (30) days shall not result in the contractor being award the relief claimed or in any other relief or penalty. The sole remedy for the Town's failure to render a decision within thirty (30) days shall be the contractor's right to institute immediate legal action. The decision of the Town Manager

shall be final and conclusive unless the contractor, within six (6) months of the date of the final decision of the claim, institutes legal action as provided in the Code of Virginia, Section 2.2-4364.

- I. **Clarification of Terms:** If any prospective bidder/proposer has questions about the specifications or other solicitation documents, the prospective bidder/proposer should contact the buyer whose name appears on the face of the solicitation no later than three (3) working days before the due date. The bidder/proposer may be asked to submit such questions in writing. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **Debarment Status:** By submitting their bids/proposals, bidders/proposers certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids/proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- K. **Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town of Christiansburg, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town of Christiansburg may have. In addition, the Town of Christiansburg reserves the right to cancel any orders placed that are not delivered by the date specified in the Invitation for Proposal.
- L. **Drug-Free Workplace:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor'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 contractor'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 contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, 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.
- M. **Ethics in Public Contracting:** By submitting their bids/proposals, bidders/proposers certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/proposer, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- N. **Facsimile and Email Proposals:** Facsimile or email unsealed proposals received in the Town of Christiansburg Purchasing Office prior to the time and date designated for proposal submission will be accepted. It is the bidder's/proposer's responsibility to ensure these bids/proposals are received by the Town of Christiansburg Purchasing Office. Facsimile or email bids/proposals will not be accepted for sealed bids or proposals.
- O. **Immigration Reform and Control Act of 1986:** By submitting their bids/proposals, bidders/ proposers certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- P. **Indemnification:** Contractor agrees to indemnify, defend, and hold harmless the Town of Christiansburg its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by any kind or nature of services furnished by the contractor or contractor's use of any materials, goods, or equipment of any kind or nature, provided that such liability is not attributable to the sole negligence of the Town of Christiansburg.
- Q. **Late Proposals:** To be considered for selection, bids/proposals must be received by the Town of Christiansburg Purchasing Office, 100 East Main Street, Christiansburg, VA 24073, by the designated date and hour. Bids/Proposals received in the Town of Christiansburg Purchasing Office after the date and hour designated are automatically disqualified and will not be considered. The Town of Christiansburg is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or other means of

delivery. It is the sole responsibility of the bidder/proposer to ensure that its bid/proposal reaches the Town of Christiansburg Purchasing Office by the designated time and hour.

- R. **Mandatory use of Town Form and Terms and Conditions:** Failure to submit a bid/proposal on the official Town of Christiansburg form provided for that purpose shall be a cause for rejection of the bid/proposal. Modification of or additions to any portion of the Invitation for Bid/Request for Proposal may be cause for rejection of the bid/proposal; however, the Town of Christiansburg reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid/proposal as nonresponsive. As a precondition to its acceptance, the Town of Christiansburg may, in its sole discretion, request that the bidder/proposer withdraw or modify nonresponsive portions of a bid/proposal which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

- S. **Negotiation with the Lowest Bidder:** Unless all bids are cancelled or rejected, the Town of Christiansburg reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the Town whenever such low bid exceeds the Town's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the agency for this contract prior to the issuance of the written Invitation for Bid. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The Town shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the Town wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the Town and the lowest responsive, responsible bidder.

- T. **Nondiscrimination of Contractors:** A bidder, proposer, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- U. **Payment:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered, and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the Town of Christiansburg or state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final

payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Town of Christiansburg shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Town of Christiansburg for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the Town of Christiansburg and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Town of Christiansburg, except for amounts withheld as stated in (2) 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 under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Town of Christiansburg.

- V. **Precedence of Terms:** The following General Terms and Conditions ANTI-DISCRIMINATION, ANTITRUST, APPLICABLE LAWS AND COURTS, CLARIFICATION OF TERMS, DEBARMENT STATUS, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, MANDATORY USE OF TOWN FORM AND TERMS AND CONDITIONS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- W. **Public Notice of Award:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the Town of Christiansburg will publicly post such notice on the Town of Christiansburg website (www.christiansburg.org) if the amount of the transaction is \$30,000 or more. Award information may also be obtained by contacting the buyer whose name appears on this solicitation.
- X. **Qualification of Bidders/Proposers:** The Town of Christiansburg may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/proposer to perform the services/furnish the goods and the bidder/proposer shall furnish to the Town of Christiansburg all such information and data for this purpose as may be requested. The Town of Christiansburg reserves the right to inspect bidder's/proposer's physical facilities prior to award to satisfy questions regarding the bidder/proposer's capabilities. The Town of Christiansburg further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such bidder/proposer fails to satisfy the Town of Christiansburg that such bidder/proposer is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- Y. **Supremacy Clause:** Notwithstanding any provision in the bidder's/proposer's response to the contrary, the bidder/proposer agrees that the terms and conditions contained in the Town of Christiansburg's IFB/RFP prevail over contrary terms and conditions contained in the bidder's/proposer's response.

- Z. **Taxes:** Sales to the Town of Christiansburg are normally exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes.
- AA. **Transportation and Packaging:** By submitting their bids/proposals, all bidders/proposers certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- BB. **Testing and Inspection:** The Town of Christiansburg reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- CC. **Use of Brand Names:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict proposers to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/proposer is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Town to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bids only the information furnished with the bids will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid/proposal nonresponsive. Unless the bidder/proposer clearly indicates in its bid/proposal that the product offered is an equivalent product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
- DD. **Termination:**
1. The Town may terminate this contract with or without cause by giving contractor a thirty (30) day notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, contractor shall discontinue all services in connection with the performance of this contract and shall proceed to cancel promptly all related third party contracts. Termination of the Contract by the Town pursuant to this paragraph shall terminate all of the Town's obligations hereunder and no charges, penalties or other costs shall be due contractor except for compensation of work timely and satisfactorily completed.
 2. In addition to the Town's right of termination, either party may terminate this contract in the event the other party violates or fails to perform any covenant, provision, obligation, term, or condition contained in this contract, provided that unless otherwise provided in this contract, such failure or violation shall not be cause for termination if the defaulting party cures such default (if the default is susceptible to cure) within thirty (30) days of receipt of a written notice of default. The notice of default shall state the party's intent to terminate the contract if the default is not cured within a specified time period.
 3. **Appropriation Approval.** Contractor acknowledges that the Town's performance and obligation to pay under this contract is contingent upon annual appropriation by Town Council. Contractor agrees that in the event that such appropriation is not forthcoming, the Town may terminate this contract and no charges, penalties, or other costs shall be assessed.

SPECIAL TERMS AND CONDITONS

1. **Insurance:** Contractor certifies that it and its subcontractors, if any, will have the insurance coverage set forth below at the time the contract is awarded and that such insurance will be maintained during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE REQUIRED:

- a. **Workers' Compensation:** Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer.
- b. **Employer's Liability:** \$100,000

- c. Commercial General Liability: \$1,000,000 per occurrence. Commercial General Liability shall include bodily injury and property damage, personal injury, advertising injury, products and completed operations coverage. The “Town of Christiansburg, its officers, agents, and employees,” shall be named as additional insured on a primary basis and so endorsed on the policy. Such additional insured status shall be primary without participation by the Town’s insurers.
- d. Automobile Liability - \$1,000,000 per occurrence.
- e. Professional Liability, if applicable: \$1,000,000 per occurrence.
- f. Umbrella Liability: \$1,000,000 per occurrence.