



AGENDA
WORK SESSION OF TOWN COUNCIL – 6:00 P.M.
REGULAR MEETING OF TOWN COUNCIL – 7:00 P.M.
CHRISTIANSBURG TOWN HALL
100 EAST MAIN STREET
JANUARY 24, 2017

WORK SESSION

- I. Call to order
- II. Legal update on Virginia law related to proffers
- III. Adjournment

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

REGULAR MEETING

- I. CALL TO ORDER
 - A. Moment of Reflection
 - B. Pledge of Allegiance
- II. ADJUSTMENT OF THE AGENDA
- III. PUBLIC HEARINGS
- IV. CONSENT AGENDA
 - A. [Meeting Minutes of January 10, 2017](#)
 - B. [Monthly Bills](#)
- V. CITIZEN COMMENTS
- VI. INTRODUCTIONS AND PRESENTATIONS
 - A. [Introduction of New Employees](#)
 - B. [Introduction of New Planning Commission Members](#)

C. Kevin Byrd, Executive Director, to update Council on the New River Valley Regional Commission.

D. Status report on the Town's Branding Plan presented by Melissa Powell, Director of Human Relations.

VII. OLD BUSINESS

VIII. NEW BUSINESS

A. Contract for construction inspection services for Park Street sidewalk improvements.

IX. COMMITTEE REPORTS

X. STAFF REPORTS

A. Town Manager

1. Presentation of FY 17-18 Budget Development Calendar and Process

B. Town Attorney

C. Other Staff

XI. COUNCIL REPORTS

XII. OTHER BUSINESS

XIII. ADJOURNMENT

The next regular Town Council meeting will be held at Christiansburg Town Hall on Tuesday, February 14, 2017 at 7:00 P.M.



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

AGENDA LOCATION:
CONSENT AGENDA

Meeting Date:
JANUARY 24, 2017

ITEM TITLE:
Meeting Minutes of January 10, 2017

DESCRIPTION:
Meeting minutes of last Town Council meeting – January 10, 2017

POTENTIAL ACTION:

DEPARTMENT:
Administration

PRESENTER:
Michele Stipes, Town Clerk

ITEM HISTORY:

Date:

Action Taken:

Information Provided:

Date:

Action Taken:

Information Provided:

**CHRISTIANSBURG TOWN COUNCIL
CHRISTIANSBURG, MONTGOMERY CO., VA.
SPECIAL MEETING MINUTES – 5:30 P.M.
REGULAR MEETING MINUTES – 7:00 P.M.
JANUARY 10, 2017**

A SPECIAL MEETING OF THE CHRISTIANSBURG TOWN COUNCIL, MONTGOMERY COUNTY, CHRISTIANSBURG, VA. WAS HELD AT CHRISTIANSBURG TOWN HALL, 100 EAST MAIN STREET, CHRISTIANSBURG, VIRGINIA, ON JANUARY 10, 2017 AT 7:00 P.M.

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

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

I. CALL TO ORDER

II. CLOSED MEETING

- a. Request for a Closed Meeting under Virginia Code Section 2.2-3711(A)(1), for the discussion, consideration, or interviews of prospective candidates for employment, assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body. The Closed Meeting was held for interviews of prospective Planning Commission appointees.
- b. Reconvene in Open Meeting
- c. Certification. Councilman Showalter moved to certify that the Town Council of the Town of Christiansburg, meeting in Closed Meeting, to the best of each member's knowledge, discussed only the matters lawfully exempt from open meeting requirements by Virginia Law and only such matters as are identified in the Resolution to enter into Closed Meeting, seconded by Councilman Bishop. Council voted on the motion as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.
- d. Council action on the matter – No action by Council.

III. ADJOURNMENT

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

A REGULAR MEETING OF THE CHRISTIANSBURG TOWN COUNCIL, MONTGOMERY COUNTY, CHRISTIANSBURG, VA. WAS HELD AT CHRISTIANSBURG TOWN HALL, 100 EAST MAIN STREET, CHRISTIANSBURG, VIRGINIA, ON JANUARY 10, 2017 AT 7:00 P.M.

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

ADMINISTRATION PRESENT: Town Manager Steve Biggs; Assistant Town Manager Randy Wingfield; Clerk of Council Michele Stipes; Town Attorney Theresa Fontana; Planning Director Andrew Warren; Finance Director/Treasurer Valerie Tweedie; Public Relations Director Melissa Powell; Police Chief Mark Sisson; Fire Chief Billy Hanks; Farmers Market Manager Sarah Belcher.

I. CALL TO ORDER

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

II. ADJUSTMENT OF THE AGENDA

- A. Add appointments to the Planning Commission as item B under New Business.

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

III. PUBLIC HEARINGS

IV. CONSENT AGENDA

- A. Meeting Minutes of December 13, 2016
- B. Monthly Bills (Paid in December 2016)

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

V. CITIZEN COMMENTS

- A. No comments.

VI. INTRODUCTIONS AND PRESENTATIONS

- A. Citizen Engagement:

1. Recognition of the Montgomery County Christmas Store. Presented by Director of Public Relations Melissa Powell. Ms. Powell provided a brief overview of the Montgomery County Christmas Store, an all-volunteer, communitywide, non-profit organization that serves low-income families during the Christmas season. Ms. Powell noted that the Montgomery County Christmas Store was unique in that it served families of disabled individuals, in addition to seniors and children. In 2016, the Christmas Store served 4,094 people, from 1,448 households; 674 of the households were located in Christiansburg. Ms. Powell shared photos provided by Christmas Store organizers highlighting the individuals and donations involved in making the event a success each year. Councilman Hall said he has seen firsthand the difference the store has made for Montgomery County families, and he asked how difficult it was to secure donations and contribution from the community, and if grants were obtained to help with funding. George Jackson, Christmas Store board member, said that meeting the annual budget each year was difficult and that adjustments were made accordingly. He noted that 100% of the funds/contributions generated from over 1,000 business and individual contributors went directly into the store each year. There was no grant funding involved in the Christmas Store operations. Mr. Jackson introduced Sally Bohland, one of the founding members of the store. Ms. Bohland said the Montgomery County Christmas Store was modeled after a similar organization she had been involved with in Oklahoma, which had been featured in Family Circle magazine. Council members discussed their personal involvements with the Christmas Store and encouraged the Christmas Store Board to put in an annual request for financial support from the Town for Council consideration. The Christmas Store organizers present were introduced as George Jackson, Ellen Krupar, Sally Bohland, Jo Lynn Price, and Terri Lynn Howard, who were presented a Certificate of Appreciation from the Town of Christiansburg.

VII. OLD BUSINESS

A. Council action on:

1. The Consolidated Annual Performance and Evaluation Report (CAPER). The Public Hearing was held on December 13, 2016. Councilman Hall made a motion to approve the Consolidated Annual Performance and Evaluation Report as presented during the Public Hearing. Councilman Bishop seconded the motion and Council voted as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.

VIII. NEW BUSINESS

- A. Request to transfer funds collected on hazardous materials response incidences to the Fire Department Truck Reserve. Finance Director Valerie Tweedie reported that the Town received \$16,000 from insurance billing for three hazardous materials response incidences in 2016, and Fire Chief Hanks has requested that the funds be transferred to the Fire Department Truck Reserve. Council discussed the similarities between the Fire Department insurance billing and the Rescue Squad's compassionate billing program, with Councilman Showalter suggesting the Town consider creating one fund for the insurance billings by both departments. Councilman Hall noted that the Town has discussed developing an insurance billing program for the Fire Department modeled after the Rescue Squad compassionate billing program. Councilman Hall made a motion to approve the request by Fire Chief Hanks, seconded by Councilman Collins. Council voted on the motion as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.
- B. Appointments to the Planning Commission. Councilman Hall made a motion to appoint Catherine Garner, Mark Curtis, Ann Sandbrook, and Jeananne Knies to serve a term of four years on the Planning Commission. Councilman Bishop seconded the motion and Council voted as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye. Council expressed gratitude and appreciation for the appointees' willingness to serve the town, and for the diversity and experience the new members would bring to the commission. Mayor Barber requested that Planning Director Andrew Warren have the new members come before Council at the next regular meeting for introduction.

IX. COMMITTEE REPORTS

X. STAFF REPORTS

A. Town Manager Steve Biggs:

1. Town Manager Biggs reported that Randy Wingfield recently met with Blacksburg Transit to discuss Christiansburg routes. Mr. Wingfield is the Town's representative with BT. Based on usage, it was decided that reservations for the Go Anywhere route could be set by phone call from 7 a.m. to noon, Monday through Friday. Previously, reservations could be made by calling in through 5:00 p.m. on weekdays. The afternoon reservationist slot has been vacant for some time, and the time adjustment would save the Town costs on restoring the afternoon operating position.

B. Town Attorney

C. Other Staff

XI. COUNCIL REPORTS

1. Councilman Huppert reported on the success of the New Year's Eve event held at the aquatic center that was attended by 187 participants. Director Caldwell is already planning for next year's event, and Councilman Huppert praised her efforts in increasing participation at the facility.
2. Councilman Showalter said he appreciated Councilman Huppert reporting on the recent aquatic center event, and he expressed appreciation for the efforts of the aquatic center staff to increase activities and participation at the facility, noting that his son had worked the New Year's Eve event.

3. Councilman Stipes reported on the Planning Commission interviews held earlier in the evening, and expressed enthusiasm for the candidates who were appointed, noting each would be a good addition to the commission. He then reminded Council of the tentative joint meeting with Christiansburg Institute and Christiansburg Community Center on January 31, 2017. The time and location has not been determined.
4. Councilman Collins referenced Council's discussion tonight regarding insurance billings by the Fire Department and the Rescue Squad. He suggested that if the two departments were beginning to merge together, it may be time to consider putting both under one roof.
5. Councilman Bishop reported that the Town sponsored Dialogue on Race Winter Summit was scheduled for January 14, 2017, at 10:00 a.m., and was open to the public.
6. Councilman Hall, in response to a recent citizen email, asked if a study of the Town's current minimum water usage policy would be included in the upcoming water rate study. Town Manager Biggs replied that he expected the consultants to study and provide a recommendation on whether or not to continue with a minimum water usage policy, as part of the water rate study. Councilman Hall then reminded Council of the joint meeting with the Recreation Advisory Commission on January 17 at 6:00 p.m. to discuss plans for the new park property.
7. Mayor Barber reported that he, Town Manager Biggs, and Assistant Town Manager Wingfield would attend a liaison meeting at Virginia Tech tomorrow morning.

XII. OTHER BUSINESS

A. Re-organization for the Year 2017:

1. Election of Vice-Mayor. Vice Mayor Showalter made a motion to appoint Councilman Bishop to serve as vice-mayor for the year 2017. Councilman Collins seconded the motion and Council voted as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye. Mayor Barber thanked Councilman Showalter for his service as vice-mayor during 2016.
2. Set regular meeting dates of Council. Councilman Hall made a motion to continue meeting the second and fourth Tuesday of each month at 7:00 P.M. Councilman Huppert seconded the motion and Council voted as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes - Aye.
3. Authorize Vice-Mayor, Assistant Town Manager, and Finance Office Manager to sign Town checks. Councilman Showalter made a motion to authorize the Vice-Mayor, Assistant Town Manager, and Finance Office Manager to sign Town checks, seconded by Councilman Stipes. Council voted on the motion as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes - Aye.
4. Appointment to Committees of Council:
 - a. Water, Sewer, and Solid Waste Committee – Hall and Showalter
 - b. Street Committee – Collins and Stipes
 - c. Finance Committee – Showalter and Stipes
 - d. Emergency Services Committee – Bishop and Huppert
 - e. Public Health and Welfare Committee – Ad hoc, Administrators: Biggs, Director; Wingfield, Deputy Director; Chief Hanks, Coordinator
 - f. Central Business District Committee – Bishop and Showalter
 - g. Cemetery Committee – Huppert

Councilman Showalter expressed his thoughts on including the Police Department in the Emergency Services Committee, formerly known as Fire and Rescue Committee, to make it a comprehensive committee, and he requested that Council consider discussing this matter during a future regular meeting or work session.

B. Closed Meeting:

1. Councilman Showalter made a motion to enter into a Closed Meeting under Virginia Code Section 2.2-3711(A)(1), for the discussion, consideration, or interviews of prospective candidates for employment, assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of

specific public officers, appointees, or employees of any public body. The motion was seconded by Councilman Hall and Council voted as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye. The Closed Meeting was held for discussion of personnel, specifically the appointment of officers for the year 2017.

2. Reconvene in Open Meeting.

3. Certification. Councilman Showalter moved to certify that the Town Council of the Town of Christiansburg, meeting in Closed Meeting, to the best of each member's knowledge, discussed only the matters lawfully exempt from open meeting requirements by Virginia Law and only such matters as are identified in the Resolution to enter into Closed Meeting, seconded by Councilman Stipes. Council voted on the motion as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.

4. Council action on the matter. Appointment of Officers as follows:

C. Appointment of Officers:

1. Councilman Hall made a motion to appoint Steve Biggs to serve as Town Manager, seconded by Councilman Showalter. Council voted on the motion as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.
2. Councilman Stipes made a motion to appoint Valerie Tweedie to serve as Finance Director/Treasurer, seconded by Councilman Collins. Council voted on the motion as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.
3. Councilman Showalter made a motion to appoint Mark Sisson to serve as Police Chief, seconded by Councilman Collins. Council voted on the motion as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.
4. Councilman Hall made a motion to appoint Michele Stipes to serve as Clerk of Council, seconded by Councilman Huppert. Council voted on the motion as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes – Abstain.
5. Councilman Showalter made a motion to appoint Guynn & Waddell, P.C. to serve as Town Attorney, seconded by Councilman Collins. Council voted on the motion as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.

XIII. ADJOURNMENT

There being no further business to bring before Council, Mayor Barber adjourned the meeting at 9:37 P.M.

Michele M. Stipes, Clerk of Council

D. Michael Barber, Mayor



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

AGENDA LOCATION:
CONSENT AGENDA

Meeting Date:
JANUARY 24, 2017

ITEM TITLE:
Monthly bills

DESCRIPTION:
Bills to be paid for the months of December 2016 & January 2017.

POTENTIAL ACTION:

DEPARTMENT:
Finance

PRESENTER:
Valerie Tweedie, Finance Director

ITEM HISTORY:

Date:

Action Taken:

Information Provided:

Date:

Action Taken:

Information Provided:

TOWN OF CHRISTIANBURG		
BILLS TO BE PAID FOR THE MONTHS OF	DECEMBER AND JANUARY	
ADAMS CONSTRUCTION CO.	1,709.77	ASPHALT MIX
ADVANCED ANALYTICAL SOLUTIONS	96.00	
AECOM TECHNICAL SERVICES, INC	4,200.00	BRIDGE INSPECTIONS
ALL SEASONS PEST CONTROL, INC	85.00	
AMERICAN PUBLIC WORKS ASSOC.	900.00	
ANGLE FLORIST	30.00	
ARC3 GASES	230.26	
AUTO ZONE, INC	141.13	
B & K TRUCK ACCESSORIES	460.00	
BANE OIL COMPANY, INC	1,258.37	
BASHAM OIL COMPANY	255.75	
BOONE TRACTOR & IMPLEMENT INC.	144.70	
BOUND TREE MEDICAL, LLC	48.96	
BOWIE SALES, INC.	17.42	
BOXLEY ASPHALT, LLC	341.55	
BRAME SPECIALTY COMPANY INC.	1,014.51	JANITORIAL SUPPLIES
BRIAN'S LOCK & KEY	6.00	
BSN SPORTS COLLEGIATE PACIFIC	24.96	
CALFEE PARK BASEBALL INC	200.00	
CARDINAL BLUEPRINTERS, INC.	350.00	
CARTER MACHINERY	7,404.00	SNOW PLOW FOR TRUCK PW
CHA CONSULTING INC	1,875.80	GAS MONITORING LANDFILL
CLARK NEXSEN, INC	12,286.84	HBT IID 9882.62 DTWN GRANT 2404.22
CMC SUPPLY, INC.	1,408.83	PIPE AND FITTINGS WATER AND WASTE WATER
COLE TRUCK PARTS, INC	56.93	
COLORADO TIME SYSTEMS	2,920.00	REPAIR TOUCH PAIDS AQUATICS
COMMONWEALTH BUILDING MATERIALS, INC	191.84	
COMMONWEALTH INDUSTRIES, LLC	1,260.00	SUPPLIES PD
COUNTRY AIR VACATION KENNELS	195.00	
CRAIG'S FIREARM SUPPLY, INC	5,701.20	SAFETY SUPPLIES PD
DALE'S GARAGE	6,350.00	BOSS VFLOW AND SPREADER PW
DEHART TILE CO., INC.	979.15	
DELL MARKETING	617.40	
DUNCAN FORD MAZDA	273.49	
EAST COAST EMERGENCY VEHICLES, LLC	505.44	
EEE CONSULTING, INC	482.00	
ELECTRICAL SUPPLY CO	684.12	
EMS MANAGEMENT & CONSULTANTS, INC	3,204.07	THIRD PARTY BILLING COMPANY RESCUE
EMS TECHNOLOGY SOLUTIONS, LLC	315.00	
EMS, INC	230.00	
ENVIRONMENTAL LAND WASTE MANAGEMENT SERVICE, INC	15,000.00	BIOSOLID DISPOSAL WWTP
EXCEL TRUCK GROUP	583.02	
FERGUSON ENTERPRISES, INC.#75	16,683.42	PIPE AND FITTINGS WATER AND WASTE WATER
FIDELITY POWER SYSTEMS	253.72	
FISHER SCIENTIFIC CO.	22.32	
FITNESS CONCEPTS, INC.	580.00	
FLEET ONE, LLC	14,199.79	FUEL TOWN VEHICLES
FLEET PRIDE, INC	5,466.61	SUPPLIES AND PARTS FOR VEHICLE AND EQUIPMENT REPAIR AND MAINTENANC
FULL SOURCE, LLC	375.85	
G/A SAFETY SUPPLY, INC	569.37	
GALLS, AN ARAMARK COMPANY	6,980.05	UNIFORMS AND SUPPLIES PD
GATES FLOWERS AND GIFTS, LLC	48.00	
GAY AND NEEL, INC.	14,525.50	DWTN 602.50 CONNECTOR ROAD 1785 WEST MAIN 4000 HBT III 8138
GRAINGER	77.82	
GRANTURK EQUIPMENT CO., INC	1,960.69	HOIST FOR PW
GUYNN & WADDELL, P.C.	5,501.05	LEGAL SERVICES
HALL'S GARAGE DOORS	202.00	
HANDY RENTALS, INC	280.00	
HARPER AND COMPANY INC.	7,599.02	POOL TREATMENT SUPPLY
HARVEY CHEVROLET CORP.	1,348.94	VEHICLE REPAIR
HEYWARD INCORPORATED OF VA, INC	1,210.18	RELAY BOARDS FOR WWTP
HIGHWAY MOTORS, INC.	163.50	
HOSE HOUSE, INC.	61.33	
HUNTER SMITH'S CUSTOM MILLING	330.00	

TOWN OF CHRISTIANBURG		
BILLS TO BE PAID FOR THE MONTHS OF	DECEMBER AND JANUARY	
IES COMMERCIAL, INC	1,462.50	SOFTWARE MAINTENANCE SERVERS
INTERNATIONAL CODE COUNCIL	87.00	
INTERSTATE BATTERY SYSTEM OF ROANOKE VALLEY, INC	812.58	
J J KELLER & ASSOCIATES, INC	276.00	
JAMES RIVER LASER & EQUIPMENT, LLC	791.25	
JAMES T DAVIS AUTO FINISHES	14.85	
JORDAN OIL CO., INC.	3,082.20	FUEL FIRE STATION
KIMBALL MIDWEST	563.40	
KING-MOORE, INC	2,731.25	IT CONSULTANT
KIWI BREACHING PRODUCTS, LLC	2,265.50	SUPPLIES PD
KLINGSPOR ABRASIVES, INC	111.79	
KM INTERNATIONAL	1,045.80	EQUIPMENT REPAIRS
LANCASTER, INC.	630.26	
LITTLE RIVER POOL AND SPA, INC	88.48	
LOWES HOME CENTERS, INC.	2,091.97	VARIOUS MATERIALS FOR REPAIR AND MAINTENANCE OF BUILDINGS
MARKETING ON MAIN STREET LLC	431.40	
MCNEIL ROOFING, INC	442.00	
MEADE TRACTOR	114.72	
MICHAEL B. COOKE, CPA,PC	275.00	
MILESTONE DEVELOPMENT, LLC	7,740.00	REFUND CONSTRUCTION BOND
MODERN AUTOMOTIVE	1,470.40	
MONTGOMERY COUNTY CHAMBER OF	675.00	
MONTGOMERY DISTRIBUTORS	44.75	
MOORE'S BODY & MECHANICAL SHOP, INC	3,594.94	REPAIR POLICE VEHICLE
MOTION INDUSTRIES, INC.	2,584.01	REPAIR PARTS WWTP
MUNICIPAL EMERGENCY SERVICES, INC	1,550.92	
NATIONAL FIRE PROTECTION ASSO	175.00	
NETWORKFLEET INC	160.73	
NETWRIX CORPORATION	1,055.70	
NEW RIVER ENGRAVING	1,204.37	
NEW RIVER FIRE EXTINGUISHERS	353.00	
NORFOLK SOUTHERN CORPORATION	100.00	
NORTHERN TOOL & EQUIPMENT	499.94	
NORTHWEST HARDWARE CO INC	23.12	
NRV ECONOMIC DEV. ALLIANCE	1,250.00	
OLD TOWN PRINTING & COPYING	202.30	
O'REILLY AUTO PARTS	398.16	
P B ELECTRONICS	60.00	
PC LAND, INC.	105.00	
PETERS AQUATICS	30.00	
PETROLEUM EQUIPMENT COMPANY	39.07	
PILOT FASTENERS LTD	213.30	
POWER ZONE	2,371.68	SMALL EQUIPMENT REPAIR AND PARTS
PRECISION GLASS & UPH. INC.	109.53	
PROFESSIONAL COMMUNICATIONS	6,518.16	RADIOS FOR FIRE DEPT AND PW
QUALITY TIRE & BRAKE SERVICE	4,932.00	VEHICLE REPAIR
QUILL CORP.	67.98	
RADFORD HOSE & FITTINGS, INC.	5.59	
RISH EQUIPMENT COMPANY	617.91	
ROANOKE GOLF CARS, LLC	828.90	
ROBERTS OXYGEN COMPANY, INC	375.00	
ROCAN INDUSTRIAL PRODUCTS, INC	1,886.30	
SAFE AIR SYSTEMS	655.20	
SAFETY & COMPLIANCE SERVICES, INC.	392.00	
SANICO, INC	4,009.24	JANITORIAL SUPPLIES
SCHOLASTIC SPORTS, INC	139.00	
SERVICEMASTER COMMERCIAL CLEANING	2,829.00	CONTRACT CLEANING AT AQUATIC CENTER
SESAC	397.00	
SHEEHY AUTO STORES	682.00	
SHELOR MOTOR MILE	611.37	
SHI INTERNATIONAL CORP	53,044.19	MICROSOFT LICENSING ANNUAL
SHRED-IT US JV LLC	78.86	
SKYLINE DOOR & HARDWARE, INC	1,288.41	
SOUTHERN COMPUTER WAREHOUSE, INC	10,539.69	UPS BACKUPS AND SUPPLIES

TOWN OF CHRISTIANBURG		
BILLS TO BE PAID FOR THE MONTHS OF	DECEMBER AND JANUARY	
SOUTHERN STATES	278.96	
STAPLES BUSINESS ADVANTAGE	213.32	
STATE ELECTRIC SUPPLY CO.,INC.	94.75	
STEEL SERVICES, INC.	144.85	
STROHMAN ENTERPRISE, INC	157.98	
SUBURBAN PROPANE, L.P.	2,141.19	PROPANE FOR WWTP
SURE-FLO, INC.	311.00	
TAYLOR OFFICE & ART SUPPLY,INC	1,669.12	
TENCARVA MACHINERY CO.	1,909.80	
TESSCO	65.51	
THOMPSON TIRE & MUFFLER	4,211.02	VEHICLE REPAIR AND MAINTENANCE TIRES
TIDY SERVICES	70.90	
TREASURER OF VIRGINIA	1,568.00	PERMIT FEES
TRITECH SOFTWARE SYSTEMS	4,025.00	PD REBUILD PROFILES FOR NEW RMS SYSTEM
TRUCK ENTERPRISES ROANOKE, INC	82.59	
UNIFIRST CORPORATION	224.20	
UNITED RENTALS,INC.	542.42	
USA BLUE BOOK	1,214.08	
VA ASSOC OF MUNICIPAL WASTEWATER AGENCIES, INC	66.67	
VA CHAPTER I.A.A.I.	100.00	
VA INFORMATION TECHNOLOGIES AGENCY	40.08	
VA METAL FINISHING & INDUSTRIAL CLEANING	380.00	
VALLEY PRINTERS, INC	4,796.50	WINTER BROCHURES RECREATION
VBCOA & VPMIA JOINT CONFERENCE	45.00	
VILTER MANUFACTURING, LLC	7,080.39	GAS COMPRESSOR FOR WWTP
VIRGINIA BUSINESS SYSTEMS	2,512.54	COPIER LEASES PD
VIRGINIA TECH BURSUR	114.60	
WELLS CONSTRUCTION CO., INC.	155,806.65	BROWN CHURCH LUCAS CONSTRUCTION
WILLIAMS SUPPLY INC.	437.00	
WILSON BROTHERS INCORPORATED	879.00	
WITMER PUBLIC SAFETY GROUP, INC	1,670.00	
WORDSPRINT	562.38	
TOTAL BILLS TO BE PAID JANUARY 27, 2017	479,119.84	

**TOWN OF CHRISTIANBURG
BILLS PAID DURING THE MONTH OF
SPECIAL REVENUE FUNDS**

DECEMBER AND JANUARY

VENDOR	AMOUNT PAID	DESCRIPTION
ATLANTIC EMERGENCY SOLUTIONS	956.26	876.89 - tank suction valves & pump suction line
CARDMEMBER SERVICES	1,150.61	103.04 - fire pre const trip, 51.44 transcient asst, 415.22 - police officers meals, 580.91 crime - meal, santa & blue elves
COOKS CLEAN CENTER	17.45	
DIRECTV	194.22	
EXXON MOBIL	29.64	
MITCHELL, CLARK	79.06	TRAVEL ADVANCE - ABINGDON FIRE OFFICER ACADEMY
NAFECO	112.84	
SOUTHWEST VIRGINIA FIREFIGHTERS ASSOCIATION	40.00	
W L CONSTRUCTION SUPPLY, INC.	409.99	
TOTAL PAID BILLS	2,990.07	

TOWN OF CHRISTIANBURG		
BILLS PAID DURING THE MONTH	DECEMBER AND JANUARY	
VENDOR	AMOUNT PAID	DESCRIPTION
ANTHEM BLUE CROSS BLUE SHIELD	89,373.30	EMPLOYEE HEALTH INSURANCE
ANTHEM LIFE INSURANCE COMPANY	2,903.51	EMPLOYEE LIFE INSURANCE
APPALACHIAN POWER	57,324.76	UTILITY BILLS
AT & T	132.42	
ATMOS ENERGY	7,447.01	ENERGY BILLS
BOSTON MUTUAL LIFE INS	2,460.81	EMPLOYEE WITHHELD INSURANCE
CHANDLER CONCRETE	1,437.05	CONCRETE FOR PW PROJECTS
CITIZENS	2,665.00	INTERNET SERVICES
COLD STONE CREAMERY	128.00	
COLONIAL LIFE & ACCIDENT INSURANCE	1,068.08	EMPLOYEE WITHHELD INSURANCE
DE LAGE LANDEN	768.00	
DONS AUTO CLINIC	210.00	VEHICLE REPAIRS AND MAINTENANCE
DUES AND MEMBERSHIPS	1,118.00	HR 200 PW 340 AQ 72 rec 506
GENWORTH LIFE INSURANCE COMPANY	346.35	EMPLOYEE WITHHELD INSURANCE
HOME DEPOT CREDIT SERVICES	363.71	MISC SUPPLIES FOR REPAIRS AND MAINTENANCE OF FACILITIES
LUMOS NETWORKS INC	964.24	
MITCHELL 1	2,220.00	VEHICLE DIAGNOSTIC SOFTWARE FOR FLEET MAINTENANCE
MONTGOMERY REGIONAL SOLID WASTE AUTHORITY	233.50	SOLID WASTE DISPOSAL TIPPING FEES
NEW RIVER VALLEY PIZZA LLC	201.44	AQUATICS BDAY PARTIES
PETTY CASH	105.28	
R.E. MICHAEL	73.99	
REFUND EMS THIRD PARTY	297.08	
REFUND FEES REC DEPT	105.00	
REFUND TAXES	13,085.88	
REFUND WATER	131.42	
ROANOKE TIMES	209.62	
SAMS CLUB	841.54	
SCHOOLS	147.00	rec147
SHENTEL	203.63	
SISSON & RYAN LLC	4,299.76	SAND GRAVEL FOR STREET/WATER PROJECTS
SOUTH EASTERN SECURITY CONSULTANTS	210.00	
SPIRIT SERVICES INC	53.10	
SPRINT	68.94	
STAPLES	4.87	
TRACTOR SUPPLY	597.36	
TRAVEL	675.26	PD 228 ENG 447.26
TREASURER OF VIRGINIA	461.54	
TRI CITIES SOUTHWEST VIRGINIA REGIONAL GROUP	148.60	
VC3 INC	21,345.36	1/2 IT ASSESSMENT
VERIZON	117.89	PHONE BILLS
VIRGINIA ASSOCIATION OF COUNTIES	672.49	
VIRGINIA BUSINESS SYSTEMS	179.48	
VIRGINIA MEDIA INC	1,499.25	NOTICES OF PUBLIC HEARINGS, BIDS, JOB POSTINGS
VIRGINIA RETIREMENT SYSTEM	140,172.10	EMPLOYEE RETIREMENT
WADES	11,973.75	CHRISTMAS GIFT CARDS FOR EMPLOYEES
WELLS FARGO	2,375.00	INTEREST PAYMENT 2 MILL AQ REFUNDING
TOTAL SPECIAL REVENUE BILLS PAID	2,990.07	
TOTAL PAID BILLS	372,044.32	
BILLS TO BE PAID	479,119.84	
GRAND TOTAL	854,154.23	



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

AGENDA LOCATION:
INTRODUCTIONS AND PRESENTATIONS

Meeting Date:
JANUARY 24, 2017

ITEM TITLE:
Introduction of New Employees

DESCRIPTION:
An introduction of new Town employees to Town Council

POTENTIAL ACTION:

DEPARTMENT:

PRESENTER:

ITEM HISTORY:

Date:

Action Taken:

Information Provided:

Date:

Action Taken:

Information Provided:



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

AGENDA LOCATION:
INTRODUCTIONS AND PRESENTATIONS

Meeting Date:
JANUARY 24, 2017

ITEM TITLE:
Introduction of New Planning Commission Members

DESCRIPTION:
An introduction of new Planning Commission Members to Town Council

POTENTIAL ACTION:

DEPARTMENT:

PRESENTER:

ITEM HISTORY:

Date:

Action Taken:

Information Provided:

Date:

Action Taken:

Information Provided:



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

AGENDA LOCATION:
INTRODUCTIONS AND PRESENTATIONS

Meeting Date:
JANUARY 24, 2017

ITEM TITLE:
Update Council on the New River Valley Regional Commission

DESCRIPTION:
Kevin Byrd, Executive Director of the New River Valley Regional Commission will update Town Council.

POTENTIAL ACTION:

DEPARTMENT:
NRVRC

PRESENTER:
Kevin Byrd, Executive Director

ITEM HISTORY:

Date:

Action Taken:

Information Provided:

Date:

Action Taken:

Information Provided:



New River Valley Rail 2020

Ridership and Station Analysis
www.nrvpassengerrail.org

Building Collaborative Communities – NRV Regional Tourism

Models of Collaboration
 Demonstration Project (SWVA Outdoor Expo 4/22 Bisset Park)

ReNew the New Expansion

Giles County model throughout NRV footprint
 Watershed Roundtable funding secured

GO Virginia

Regional Council Geography
 Regional Council Membership

Hazard Mitigation Plan Update

Monthly topic-based meetings building plan content
<http://nrvrc.org/hazardmitigation/#home>

NRV Data Dashboard

Quick information, graphically displayed
<http://nrvrc.org/datadashboard/>

Convening

Mayors and Chairs (bi-annually)
 Local Government Managers (quarterly)
 Local Government Planners + Commissioner Training
 Annual Dinner Event (spring)
 Regional Training (Census, USDA-Rural Development)

Town of Christiansburg Technical Assistance:

Broadband Survey
 Huckleberry Trail Counts
 Grant Advisement/Applications (Christman Mill Rail Crossing)
 Parks and Recreation Master Plan

NRVRC Members

Floyd County

Mr. Fred Gerald*
 Mr. Michael Maslaney

Giles County

Mr. Richard McCoy*
 Mr. Leon Law, Treasurer

Montgomery County

Ms. Annette Perkins*
 Mr. Michael Harvey, Vice-Chair

Pulaski County

Mr. Charles Bopp*, At-Large
 Dr. Doug Warren

City of Radford

Mr. Keith Marshall*
 Dr. Helen Harvey

Town of Blacksburg

Ms. Cecile Newcomb*
 Ms. Holly Lesko

Town of Christiansburg

Mr. Henry Showalter*
 Mr. Harry Collins*
 Mr. Hil Johnson

Town of Floyd

Mr. Michael Patton*

Town of Narrows

Mr. Thomas Garrett*

Town of Pearisburg

Ms. Susie Journell*

Town of Pulaski

Mr. Greg East*
 Mr. Larry Clevinger

Town of Rich Creek

Mr. William Kantsios*

Radford University

Mr. Joe Carpenter, Chair

Virginia Tech

Mr. Kevin Sullivan, Past Chair
 Dr. Chris Kiwus

*Denotes elected official

Information Provided:



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

AGENDA LOCATION:
NEW BUSINESS

Meeting Date:
JANUARY 24, 2017

ITEM TITLE:
Contract for construction inspection services for Park Street sidewalk improvements.

DESCRIPTION:
Contract for construction inspection services for Park Street sidewalk improvements.

POTENTIAL ACTION:

DEPARTMENT:
Engineering

PRESENTER:
Wayne Nelson, Director of Engineering

ITEM HISTORY:

Date:

Action Taken:

Information Provided:

Date:

Action Taken:

Information Provided:



Town of Christiansburg, Virginia 24073

100 East Main Street ~ Telephone 540-382-9519 ~ Fax 540-382-3762

ESTABLISHED

NOVEMBER 10, 1792

INCORPORATED
JANUARY 7, 1833

MAYOR

D. MICHAEL BARBER

COUNCIL MEMBERS

SAMUEL M. BISHOP
R. CORD HALL
STEVE HUPPERT
HENRY SHOWALTER
BRADFORD J. "BRAD" STIPES
JAMES W. "JIM" VANHOOZIER

TOWN MANAGER

STEVE BIGGS

**DIRECTOR OF
FINANCE/TOWN TREASURER**

VALERIE L. TWEEDIE

CLERK OF COUNCIL

MICHELE M. STIPES

TOWN ATTORNEY

GUYNN, &
DILLON, P.C.

CONTRACT FOR Park Street Sidewalk Improvements Phase II

Contract Number: ENG17-0009

This contract entered into this ____ day of _____ 201__, by Clark Nexsen hereinafter called the "Consultant" and the Town of Christiansburg, hereinafter called the "Town".

WITNESSETH that the Consultant and the Town, in consideration of mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Consultant shall provide the services to the Town as set forth in the Consultant's Scope of Services attached as Exhibit B.

CONTRACT PERIOD: The contract period is January 1, 2017 through December 31, 2018.

COMPENSATION AND METHOD OF PAYMENT: Consultant's base fee is not to exceed \$30,000. This agreement may be amended, contingent upon the approval of funds, for a total contract price of \$97,877.00

CONTRACT DOCUMENTS: The Contract Documents shall consist of signed Contract, the Town's General Terms and Conditions, Exhibit A, the Engineer's Scope of Engineering Services attached as Exhibit B and Montgomery County Term Contract for Transportation Services 16-06 incorporated herein by reference.

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

CONSULTANT:

TOWN OF CHRISTIANSBURG:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

TOWN OF CHRISTIANSBURG GENERAL TERMS AND CONDITIONS

- A. **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.
- B. **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.
- C. **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.
- D. **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.
- E. **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.
- F. **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.
- G. **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.
- H. **Changes to the Contract:** Changes can be made to the contract in any of the following ways:
 1. 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.
 2. 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.
- I. **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.
- J. **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.
- K. **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.
- L. **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.
- M. **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.

- N. **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.
- O. **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 proposals.
- P. **Immigration Reform and Control Act of 1986:** By submitting their bids/proposals, the 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.
- ~~Q. **Indemnification:** Contractor agrees to indemnify, defend, and hold harmless the Town of Christiansburg and the Commonwealth of Virginia and their 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 the use of any materials, goods, or equipment of any kind or nature furnished by the contractor or any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the Town of Christiansburg or failure of the Town of Christiansburg to use the materials, good, or equipment in such manner already and permanently described by the contractor on the materials, goods or equipment delivered.~~
- R. **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.
- S. **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.
- T. **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.
- U. **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.

V. **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.

W. **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.

X. **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.

Y. **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.

- Z. **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.
- AA. **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.
- BB. **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.
- CC. **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.
- DD. **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.

SPECIAL TERMS AND CONDITIONS

- 1. **Award:** The Town of Christiansburg will make the award on a Unit Price basis to the lowest responsive and responsible bidder. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The Town also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
- 2. **Extra Charges Not Allowed:** The bid price shall be for complete delivery of equipment, ready for use by the Town of Christiansburg, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- 3. **Insurance:** Contractor certifies that it will have the following insurance coverage at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. Contractor further certifies that the Contractor and any subcontractors will maintain this insurance coverage 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. Subcontractors, if any, will maintain similar insurance coverage during the entire term of the contract.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
- b. Employer's Liability - \$100,000.
- c. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The "County of Dinwiddie, Virginia, 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 County's insurers.
- d. Automobile Liability - \$1,000,000 per occurrence.
- e. Professional Liability - \$1,000,000 per occurrence.
- f. Umbrella Liability - \$1,000,000 per occurrence.

4. **Maintenance Manuals:** The Contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties when applicable.
5. **Warranty (Commercial):** The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Town of Christiansburg by any other clause of this solicitation. A copy of this warranty must be furnished with the bid.

Revised Item Q.

Q. To the extent permitted by the laws of the Commonwealth of Virginia, Engineer shall indemnify, defend, and hold harmless the Town, its representatives, employees, and elected and appointed officials, from and against all claims, causes, demands, legal fees, costs, losses, damages, or other expenses occasioned by any negligent act, conduct, error, or omission by the Engineer, or its agents, employees, or sub-consultants, in the performance of this Contract or any Project contract.

SCOPE OF ENGINEERING SERVICES
Montgomery County
Town of Christiansburg
PARK STREET SIDEWALK IMPROVEMENTS PHASE II
Christiansburg, Virginia
VDOT Project # U000-154-R08, P101, R201, M501
UPC# 105770

PROJECT UNDERSTANDING

The ENGINEER will provide Quality Assurance - Contract Administration (CA) and Construction Engineering Inspection (CEI) services for its Park Street Phase II Sidewalk Improvements II in the Town of Christiansburg.

SEPI Engineering & Construction (SEPI) will provide the CA and CEI services. Clark Nexsen will provide support for coordination and administrative services.

BASIC SERVICES (Hourly)

These services will be in accordance with the VDOT, Locally Administered Projects (LAP) Manual, Chapters 13 & 14, including the following: project startup evaluation of all preconstruction activities, to include construction submittals and review/approval of submittals, to determine current status of project compliance; review of contractor baseline schedule, any revisions, and comparison to daily/weekly progress/earnings reports; review of daily diary of project activities; safety and environmental compliance reviews; conduct ongoing materials quality assurance sampling and testing, to include keeping contract required Materials Notebook; review of field modification to approved design, change order review, analysis & recommendation; claims review, analysis & recommendation; final acceptance submittals, to include – conduct final inspection, punch list, C-5, submit Materials certification (TL-131), submit documented design & plan changes and assist with final invoicing.

Materials testing will be executed on an as needed basis with detailed documentation of all testing provided in monthly invoices.

PROJECT SCHEDULE

Services will be provided based on the construction project schedule and completed at the direction of the Town of Christiansburg.

COMPENSATION TO ENGINEER

As outlined in **Attachment A**. The ENGINEER shall be paid a total fee not to exceed \$97,877.

SUBMITTED:



DATE: 11/14/16

David A. Bradshaw, PE
Principal
Clark Nexsen



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

AGENDA LOCATION:
STAFF REPORTS

Meeting Date:
JANUARY 24, 2017

ITEM TITLE:
Presentation of FY 17-18 Budget Development Calendar and Process

DESCRIPTION:
A calendar for the FY 17-18 budget process

POTENTIAL ACTION:

DEPARTMENT:
Administration

PRESENTER:
Steve Biggs, Town Manager

ITEM HISTORY:

Date:

Action Taken:

Information Provided:

Date:

Action Taken:

Information Provided:

Town of Christiansburg
FY 17-18 Budget Calendar

1. Distribution of forms and instructions for FY 17-18.
-January 4, 2017.
2. FY 16-17 Close-out Meetings.
(Public Works [2 slots: W/S, GF], Engineering, Recreation, Human Resources, Police, Fire, Finance, Aquatics, Rescue, Planning, Inspections, Information Services, Administration, Public Relations.)
-January 17 through January 27, 2017
3. Submittal of FY 17-18 Departmental budget requests and FY 16-17 end of year expenditure estimates:
 - a. Personnel (to HR): January 27, 2017
 - b. Capital Outlay: February 17, 2017
 - c. Operating budget and EOY expenditure estimates:
 - Section One**: March 10, 2017. (Administration, Planning, HR, PD, Aquatics, Fire, Rescue, Inspections, Public Relations.)
 - Section Two**: March 17, 2017. (PW in 2 groups [GF, W&S Fund], P&R, Finance/Debt Service, Info. Services, Engineering)
4. Budget goal and priority forms distributed to Council: February 17, 2017.
5. Budget goal and priority forms returned by Council: February 24, 2017.
6. Departmental Requests: Management Review and Feedback: By March 24, 2017.
7. Departmental Meetings- Presentations to Town Manager and Budget Review Team, Written Response to Management Review & Feedback.
Section One Presentations: March 28 to 31, 2017.
Section Two Presentations: April 4 to April 6, 2017. (Debt Service will be covered during the “Finance” meeting under Section One.)
8. Distribution of FY 17-18 Budget Proposal to Town Council with Summary Presentation.
-April 25, 2017
9. Rate & Fee Public Hearing & Initial Council Work Session.

-May 2 2017.

10. Budget Presentation & Council Work Session
May 3, 2017.
-Additional work sessions as deemed necessary and scheduled.
11. Council Comments & Questions to Town Manager: By May 8, 2017.
12. Budget Public Hearing: May 9, 2017.
13. Final Town Manager Review with Responses and Revisions: May 22, 2017
with discussion May 23.
14. Budget Wrap-up Presentation.
June 13, 2017.
15. Adoption of Town of Christiansburg FY 17-18 Annual Budget
-June 27, 2017.